



Inver Grove Heights City Council
Monday, May 8, 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, May 8, 2023, will be provided to the Council at or before the May 8, 2023 meeting.

1. Call to Order

2. Roll Call

3. Presentations

A. Swearing In of New Fire Department Personnel

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. Approval of Disbursements

B. Personnel Actions

C. Resolution Amending On-Sale and Sunday Liquor License - Jerseys Bar and Grill, 6449 Concord Blvd (Expansion of Licensed Premises)

D. Amended Liquor Licenses for Applebee's Neighborhood Grill and Bar (New Manager)

E. Renewal of Massage Business and Therapist Licenses

F. Renewal of Rubbish Hauler License

G. Resolution Amending Final Project Budget for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail Improvements

H. Resolution Amending Final Project Budget for City Project No. 2019-06 - Schaaf Inverse Condemnation Claim

I. Contract with LOGIS for Fiber Management Services

J. Resolution Entering a Joint Powers Agreement with Dakota County for Final Design, Right of Way, and Jurisdictional Transfer for City Project No. 2016-17 - 117th Street Reconstruction.

K. Resolution Awarding a Contract to SRF Consulting Group, Inc. for Final Design and Engineering Services for City Project No. 2016-17 - 117th Street Reconstruction

- L. Resolution Approving Land Alteration Permit for S.M. Hentges & Sons, Inc. Associated with 70th Street (CSAH 26) / Argenta Trail (CSAH 63) Dakota County Construction Project
- M. Resolution Approving the Write-Off of Three Inter-Fund Loans
- N. Resolutions Approving a Preliminary Plat and Variance for Rich Valley Ranch Subdivision (10093 Rich Valley Blvd)
- O. Resolution and Bishop Heighs PUD Amendment Approving a Restaurant on Blaine Avenue North of Upper 55th Street

5. Public Hearing

- A. New Off-Sale Liquor License for Yangs Liquor

6. Regular Business

- A. Resolution Executing a Joint Powers Agreement for the Operation of a Residential Organics Drop-Off Site
- B. 3rd Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions and Resolution of Summary Publication
- C. Resolutions Relating to Variance Request for Exterior Building Materials and Side Setbacks for 6449 Concord Boulevard
- D. Closed Session to Discuss the Acquisition of Real Property
- E. Closed Session to Discuss Labor Negotiations

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

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc. Please contact Rebecca Kiernan, City Clerk, at 651.450.2513 or rkiernan@ighmn.gov.



Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: May 8, 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 15 – May 2, 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of April 15 – May 2, 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$527,923.94
Special Revenue	86,578.85
Debt Service	-
Capital Projects	26,275.45
Enterprise	51,135.67
Internal Service	109,231.56
Escrows	26,351.13
Total - All Funds	\$827,496.60

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 (4.15.2023 - 5.2.2023)

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

RESOLUTION NO. __

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF

April 15, 2023 - May 2, 2023.

WHEREAS a detailed listing of disbursements for the period of April 15, 2023 - May 2, 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	\$527,923.94
Special Revenue	86,578.85
Debt Service	-
Capital Projects	26,275.45
Enterprise	51,135.67
Internal Service	109,231.56
Escrows	26,351.13
Total - All Funds	\$827,496.60

Adopted this 8th day of May 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 4/15/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
MN GLOVE & SAFETY, INC.	338317	11/18/2022	2022 uniforms	101.44.6000.451.60045	399.80
BEACON ATHLETICS	0568729-IN	04/20/2023	field lining chalk	101.44.6000.451.60016	1,200.00
OCCUPATIONAL HEALTH CENTE...	103745624	04/20/2023	Pre-employment physical	101.41.1120.413.30700	162.00
OCCUPATIONAL HEALTH CENTE...	103749551	04/20/2023	Pre-employment physical	101.41.1120.413.30700	162.00
MN RECREATION AND PARK AS...	10703	04/20/2023	Job Posting- Operations Worker	101.41.1120.413.50025	125.00
MINNEAPOLIS OXYGEN CO.	107310	04/20/2023	cylinder rental St 3	101.42.4200.423.30700	286.01
MINNEAPOLIS OXYGEN CO.	107311	04/20/2023	cylinder rental St 1	101.42.4200.423.30700	204.29
MN FIRE SERVICE CERT BOARD	11040	04/20/2023	hazmat test for NDTA multiple s...	101.42.4200.423.50080	1,606.50
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Ordinance 1443 Extend THC Mo...	101.41.1140.413.50025	44.10
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Open Water/Thin Ice - 2nd publ...	101.44.6000.451.50025	210.56
DAKOTA UNLIMITED INC	137360	04/20/2023	replace fencing at Rich Valley	101.44.6000.451.40047	10,017.00
MADISON NATIONAL LIFE INSU...	1550477	04/20/2023	4.2023 Premium	101.203.2031700	3,334.57
HOTSYS EQUIPMENT OF MINNE...	16775	04/20/2023	bulk soap for washing trucks st 2	101.42.4200.423.60011	566.44
CLAREY'S SAFETY EQUIPMENT	204910	04/20/2023	K-tool set	101.42.4200.423.60040	350.00
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Liquor License notice	101.41.1140.413.50025	14.70
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Notice of PH Lusso Case 23-05CV	101.45.3200.419.50025	26.46
TAHO SPORTSWEAR	23TS1180	04/20/2023	P&R summer tee sale for schola...	101.44.6100.459.60065	255.30
L.T.G. POWER EQUIPMENT	275695	04/20/2023	chainsaw battery	101.44.6000.451.60040	548.99
L.T.G. POWER EQUIPMENT	275705	04/20/2023	chainsaw case	101.44.6000.451.60040	54.95
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.01	04/20/2023	Council meetings monthly legal ...	101.41.1000.413.30401	224.00
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.01	04/20/2023	Mayor/council monthly legal ch...	101.41.1000.413.30420	17,359.32
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.14	04/20/2023	Lusso SWFMA	101.43.5100.442.30420	179.00
VALLEY IMAGES PHOTOGRAPHY...	3193	04/20/2023	Dept. Photo - Taarud	101.42.4000.421.50030	50.00
TOTAL CONSTRUCTION & EQUIP.	36128	04/20/2023	replace driver for pole litght at ...	101.44.6000.451.40047	443.04
HEALTHEAST MEDICAL TRANSP...	4/12/2023	04/20/2023	Blood Draw- CN 23-15573 Carte...	101.42.4000.421.30700	88.40
COMCAST	4/5/2023	04/20/2023	cable invoice for St 1	101.42.4200.423.30700	31.50
LEATHAM FAMILY, LLC	459065	04/20/2023	fire coins for banquet	101.42.4200.423.60065	1,996.50
MN NCPERS LIFE INSURANCE	542000052023	04/20/2023	5.2023 Premium	101.203.2031600	256.00
HOLMES DESIGN, INC.	5449	04/20/2023	Graphic Design for January	101.44.6100.459.30700	1,092.00
MN LIFE INSURANCE CO	658764	04/20/2023	4.2023 Premium	101.203.2030900	3,938.66
MN LIFE INSURANCE CO	658764	04/20/2023	4.2023 Premium-COBRA	101.203.2030910	102.52
BIG TOP RENTAL, INC.	72551	04/20/2023	Mar 2023 port a potties	101.44.6000.451.40065	1,175.00
CENTURY COLLEGE	768090	04/20/2023	Fire Aparatus Operator books	101.42.4200.423.60018	805.00
OXYGEN SERVICE COMPANY, INC	8621643	04/20/2023	Oxygen Services	101.42.4000.421.60065	43.00
NFPA	aa1-3501-1kx	04/20/2023	NFPA membership Bergum	101.42.4200.423.50070	175.00
NFPA	aa1-maax-1kx	04/20/2023	NFPA dues Thill	101.42.4200.423.50070	175.00
COMMERCIAL INFRASTRUCTUR...	I10388	04/20/2023	Camera Install	101.42.4000.421.50072	583.86
DAKOTA 911	IG2023-05	04/20/2023	Dakota 911 monthly fee 5-2023	101.42.4000.421.70502	61,559.10
DAKOTA 911	IG2023-05	04/20/2023	Dakota 911 monthly fee 5-2023	101.42.4200.423.70502	6,839.90
MUNICIPAL EMERGENCY SERVI...	IN1854484	04/20/2023	uniform shirts	101.42.4200.423.60045	241.27
INNOVATIVE OFFICE SOLUTIONS	IN4087244	04/20/2023	voicemail log book for H. Botten	101.45.3000.419.60010	7.38
INNOVATIVE OFFICE SOLUTIONS	IN4088270	04/20/2023	office supplies	101.42.4200.423.60010	141.19
MACQUEEN EMERGENCY GRO...	P08867	04/20/2023	cap for a truck	101.42.4200.423.40041	74.74
MACQUEEN EQUIPMENT INC	P14242	04/20/2023	gas cylinders	101.42.4200.423.60065	1,068.36
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4119476	04/20/2023	office supplies	101.42.4200.423.60010	88.69
ICMA RETIREMENT TRUST - 457	INV0161741	04/21/2023	457 - ROTH AGE <50 %	101.203.2031400	877.02
ICMA RETIREMENT TRUST - 457	INV0161742	04/21/2023	457 - ROTH AGE <50	101.203.2031400	405.00
ICMA RETIREMENT TRUST - 457	INV0161743	04/21/2023	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0161744	04/21/2023	457 -AGE <49 %	101.203.2031400	9,136.25
ICMA RETIREMENT TRUST - 457	INV0161745	04/21/2023	457 -AGE 50+	101.203.2031400	3,465.29
ICMA RETIREMENT TRUST - 457	INV0161746	04/21/2023	457 -AGE <49	101.203.2031400	6,908.38
ICMA RETIREMENT TRUST - 457	INV0161747	04/21/2023	457 PLAN -AGE 50+ %	101.203.2031400	1,241.20
MN STATE RETIREMENT SYSTEM	INV0161748	04/21/2023	457 ROTH IRA (AGE 49 & UNDE...	101.203.2031400	510.00

Expense Approval Report

Payment Dates: 4/15/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0161749	04/21/2023	UNION DUES (AFSCME FULL SH...	101.203.2031000	1,035.26
AFSCME COUNCIL 5	INV0161750	04/21/2023	UNION DUES (AFSCME FULL SH...	101.203.2031000	20.98
MINNESOTA DEPARTMENT OF ...	INV0161751	04/21/2023	CASE #001570640001	101.203.2032100	342.87
TEXAS STATE DISBURSEMENT ...	INV0161752	04/21/2023	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF ...	INV0161753	04/21/2023	CASE #001490481201	101.203.2032100	356.91
MINNESOTA DEPARTMENT OF ...	INV0161754	04/21/2023	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF ...	INV0161755	04/21/2023	CASE #001563363401	101.203.2032100	426.85
MINNESOTA DEPARTMENT OF ...	INV0161756	04/21/2023	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF ...	INV0161757	04/21/2023	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLECT...	INV0161758	04/21/2023	PARTICIPANT ID#0004986316	101.203.2032100	433.06
IGH FIRE RELIEF ASSN	INV0161759	04/21/2023	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	412.50
IGH FIRE RELIEF ASSN	INV0161760	04/21/2023	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	240.00
MEDSURETY ACH ONLY	INV0161761	04/21/2023	HSA ELECTION-FAMILY	101.203.2032500	4,390.15
MEDSURETY ACH ONLY	INV0161762	04/21/2023	HSA ELECTION-SINGLE	101.203.2032500	5,541.68
IGH PROFESSIONAL FIREFIGHTE...	INV0161763	04/21/2023	UNION DUES (IAFF)	101.203.2031000	504.01
MN STATE RETIREMENT SYSTEM	INV0161764	04/21/2023	MINNESOTA DEFERRED COMP...	101.203.2031400	1,369.04
MN STATE RETIREMENT SYSTEM	INV0161765	04/21/2023	MINNESOTA DEFERRED COMP...	101.203.2031400	414.34
PERA	INV0161766	04/21/2023	PERA COORDINATED PLAN	101.203.2030600	51,453.38
PERA	INV0161767	04/21/2023	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,957.94
PERA	INV0161768	04/21/2023	PERA POLICE & FIRE PLAN	101.203.2030600	31,697.80
PERA	INV0161769	04/21/2023	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	47,546.68
ICMA RETIREMENT TRUST - 457	INV0161770	04/21/2023	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,346.53
ICMA RETIREMENT TRUST - 457	INV0161771	04/21/2023	ROTH IRA (AGE 50 & OVER)	101.203.2032400	663.46
ICMA RETIREMENT TRUST - 457	INV0161772	04/21/2023	ROTH-AGE <49 %	101.203.2032400	48.99
EFTPS	INV0161773	04/21/2023	FEDERAL WITHHOLDING	101.203.2030200	74,121.51
MN DEPT OF REVENUE (PAYROL...	INV0161774	04/21/2023	STATE WITHHOLDING	101.203.2030300	31,082.97
EFTPS	INV0161775	04/21/2023	MEDICARE WITHHOLDING	101.203.2030500	20,564.26
EFTPS	INV0161776	04/21/2023	SOCIAL SECURITY WITHHOLDING	101.203.2030400	54,399.18
OXYGEN SERVICE COMPANY, INC	0003536900	04/27/2023	Oxygen service supplies	101.42.4000.421.60065	70.37
TYLER TECHNOLOGIES, INC	025-419516	04/27/2023	Tyler Review: AR, cashier, TCM ...	101.41.2000.415.30700	1,232.50
TYLER TECHNOLOGIES, INC	025-419517	04/27/2023	UB Rate Implementation 4.6.20...	101.41.2000.415.30700	580.00
TYLER TECHNOLOGIES, INC	025-420890	04/27/2023	Tyler Review: UB, AP, Payroll, B...	101.41.2000.415.30700	3,117.50
BEACON ATHLETICS	0569147-IN	04/27/2023	line chalk	101.44.6000.451.60016	367.20
UNIFIRST CORPORATION	090 0756846	04/27/2023	Streets Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	090 0756846	04/27/2023	Parks Uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	090 0758151	04/27/2023	Street Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	090 0758151	04/27/2023	Parks Uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	090 0759506	04/27/2023	Streets Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	090 0759506	04/27/2023	Parks Uniforms	101.44.6000.451.60045	15.93
PRO-TEC DESIGN INC.	109442	04/27/2023	progress invoice for Park Shelter..	101.44.6000.451.40040	1,225.00
ACME TOOLS	11183843	04/27/2023	part of the sawzall for St 2	101.42.4200.423.60040	219.97
ACME TOOLS	11184770	04/27/2023	hackzall and batteries for St 2	101.42.4200.423.60040	934.91
SOUTH ST PAUL, CITY OF	13239	04/27/2023	Science museum tickets for spr...	101.44.6100.452.50090	80.00
IMAGE TREND INC	142171	04/27/2023	annual fee for Elite	101.42.4200.423.30700	3,110.00
LIFE SUPPORT INNOVATION	2180	04/27/2023	AED case	101.42.4200.423.60065	261.10
BLACKTOP PROS, LLC	23-003	04/27/2023	Street patching	101.43.5200.443.40046	17,400.00
FIRSTSCRIBE	259766	04/27/2023	ROWAY Subscription	101.43.5100.442.50072	250.00
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.10	04/27/2023	ATC Water Treatment Plant Site...	101.41.1100.413.30420	14.00
MN GLOVE & SAFETY, INC.	341500	04/27/2023	safety gear	101.44.6000.451.60045	155.83
MUNICI-PALS	4/11/2023	04/27/2023	Customer service specialist wor...	101.44.6100.459.50080	30.00
IIMC	4/11/2023 Kiernan	04/27/2023	Annual dues	101.41.1140.413.50070	225.00
IIMC	4/11/2023 Malott	04/27/2023	Annual dues	101.41.1140.413.50070	125.00
PUMP AND METER SERVICE INC	4/20/2023	04/27/2023	Contractor license refund	101.45.0000.3219500	100.00
VALERIE CADY	4/20/2023	04/27/2023	Healthy living fair vendor	101.45.3000.420.30700	145.00
ICMA MEMBERSHIP RENEWALS	4/21/2023	04/27/2023	ICMA membership renewal	101.41.1100.413.50070	1,200.00
MUNICI-PALS	4/21/2023	04/27/2023	Steve Dodge - registration	101.43.5100.442.50080	60.00
MUNICI-PALS	4/21/2023	04/27/2023	Heather Botten - registration	101.45.3200.419.50080	60.00
CINTAS CORPORATION	5150570598	04/27/2023	RV first aid supplies	101.44.6000.451.60065	621.51
LOCAL GOVERNMENT INFORM...	53705	04/27/2023	LOGIS support charges	101.42.4200.423.30700	215.00
HOLMES DESIGN, INC.	5455	04/27/2023	Parks and rec marketing	101.41.1200.414.30700	2,421.00

Expense Approval Report

Payment Dates: 4/15/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOLMES DESIGN, INC.	5462	04/27/2023	Graphic design work 3.2023	101.44.6100.459.30700	1,158.00
T. A. SCHIFSKY & SONS, INC.	68840	04/27/2023	Aggregate mixes	101.43.5200.443.60016	1,105.00
DAJ ENTERPRISES LLC (ECO WO...	8241	04/27/2023	work shirts	101.44.6000.451.60045	1,055.68
AMAZING ATHLETES	8750	04/27/2023	preschool programming services	101.44.6100.454.30700	1,365.00
EXPERT TREE SERVICE AND SCI...	8958	04/27/2023	Tree Maintenance for Dawn way	101.43.5200.443.40046	1,945.00
UNIFIRST CORPORATION	90743231	04/27/2023	Streets Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	90743231	04/27/2023	Parks Uniforms	101.44.6000.451.60045	15.93
SAFE-FAST, INC.	INV274153	04/27/2023	Street Uniforms	101.43.5200.443.60045	204.00
WATEROUS COMPANY	P602419001	04/27/2023	pump for boat	101.42.4200.423.60040	500.00
JUSTFOIA, INC.	RN12547	04/27/2023	Annual subscription data practi...	101.41.1140.413.50072	9,922.50
INNOVATIVE OFFICE SOLUTIONS	SUM-072957-4110736	04/27/2023	Office Supplies	101.43.5200.443.60016	244.19
Fund 101 - GENERAL FUND Total:					527,923.94

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

MEI TOTAL ELEVATOR SOLUTIO...	1014850	04/20/2023	fire svc testing training	205.44.6200.453.40040	349.00
PERFECTION PLUS, INC	214603	04/20/2023	Feb 2023 cleaning svcs	205.44.6200.453.40040	6,912.70
PERFECTION PLUS, INC	214653	04/20/2023	March 2023 cleaning svc	205.44.6200.453.40040	6,912.70
JAYTECH, INC.	226001	04/20/2023	parts for cooling tower	205.44.6200.453.40040	867.00
BARBARA ANN PIERCE	23001	04/20/2023	WSI instructor training	205.44.6200.453.60018	1,920.00
TAHO SPORTSWEAR	23TS1180	04/20/2023	19 shirts for GS budget for pro...	205.44.6200.453.60045	167.20
VSI CONSTRUCTION, INC.	323038	04/20/2023	cabinets and cabinet top	205.44.6200.453.40040	1,451.38
TOTAL CONSTRUCTION & EQUIP.	36111	04/20/2023	relocate receptacle - LG office	205.44.6200.453.40040	1,963.56
TOTAL CONSTRUCTION & EQUIP.	36112	04/20/2023	USB & HDMI outlets in party ro...	205.44.6200.453.40040	363.37
TOTAL CONSTRUCTION & EQUIP.	36124	04/20/2023	add door to Membship offices	205.44.6200.453.40040	2,875.08
COMCAST	4/12/2023	04/20/2023	Apr 2023 VMCC cable	205.44.6200.453.50070	307.39
MUELLER, TRACY	4/6/2023	04/20/2023	refund for swim class	205.44.0000.3493501	73.00
NASSEFF PLUMBING & HEATING..	49842	04/20/2023	capped off plumbing lines for ol...	205.44.6200.453.40040	280.43
HOLMES DESIGN, INC.	5449	04/20/2023	Graphic Design for January 2023	205.44.6200.453.30700	1,638.00
HAWKINS, INC.	6443850	04/20/2023	pool chemicals	205.44.6200.453.60024	6,221.08
REACH MEDIA NETWORK	86439	04/20/2023	additional license for lobby scre...	205.44.6200.453.50070	72.92
GRAINGER	9669211345	04/20/2023	misc supplies for Grove	205.44.6200.453.60016	134.46
HORIZON COMMERCIAL POOL ...	INV36372	04/20/2023	replaced bolts on high dive stairs	205.44.6200.453.40040	300.00
APEC	125128	04/27/2023	HVAC filters	205.44.6200.453.60016	302.44
HUEBSCH SERVICES	20223194	04/27/2023	lobby mats	205.44.6200.453.40065	98.34
HUEBSCH SERVICES	20223194	04/27/2023	lobby mats	205.44.6200.453.40065	393.32
TAHO SPORTSWEAR	23TS1031	04/27/2023	Uniforms for lifeguards and AQ...	205.44.6200.453.60045	597.80
TAHO SPORTSWEAR	23TS1085	04/27/2023	Swim instructor uniforms	205.44.6200.453.60045	203.70
TOTAL CONSTRUCTION & EQUIP.	36169	04/27/2023	Addition of cable TV receptacles..	205.44.6200.453.40040	3,625.96
TOTAL CONSTRUCTION & EQUIP.	36170	04/27/2023	TV/Monitor receptacles in Co...	205.44.6200.453.40040	7,025.53
MUNICI-PALS	4/11/2023	04/27/2023	workshop for customer service ...	205.44.6200.453.50080	150.00
TWIN SOURCE SUPPLY	503845	04/27/2023	cleaning supplies	205.44.6200.453.60011	1,085.03
TWIN SOURCE SUPPLY	503845	04/27/2023	cleaning supplies	205.44.6200.453.60011	1,085.04
HOLMES DESIGN, INC.	5462	04/27/2023	Graphic design work 3.2023	205.44.6200.453.30700	1,737.00
BECKER ARENA PRODUCTS, INC.	608568	04/27/2023	soccer nets for turf	205.44.6200.453.60016	480.00
KULLY SUPPLY, INC.	609850	04/27/2023	parts for locker rooms	205.44.6200.453.40040	303.58
KULLY SUPPLY, INC.	610295	04/27/2023	plumbing parts for locker rooms	205.44.6200.453.40040	434.92
EMI AUDIO	68518	04/27/2023	wireless mics for CR sound syst...	205.44.6200.453.40040	2,096.00
HORIZON COMMERCIAL POOL ...	INV36815	04/27/2023	safety padding added	205.44.6200.453.40040	3,618.36
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					56,046.29

Fund: 206 - COMMUNITY CENTER-CAPITAL FUND

TWIN SOURCE SUPPLY	503184	04/20/2023	walk-behind floor scrubber	206.44.6200.459.80800	6,810.04
COMMERCIAL INFRASTRUCTUR...	I10397	04/20/2023	WiFi additions to VMCC	206.44.6200.459.80200	17,658.52
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					24,468.56

Fund: 270 - HOST COMMUNITY FUND

BARR ENGINEERING COMPANY	23190218.00-315	04/20/2023	Pine Bend Landfill Technical Ass...	270.75.5900.751.30700	5,980.00
Fund 270 - HOST COMMUNITY FUND Total:					5,980.00

Fund: 290 - EDA-OPERATING FUND

LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Prof Svc Agrmnt-EDA & Krueger...	290.45.3000.419.30420	84.00
Fund 290 - EDA-OPERATING FUND Total:					84.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 401 - PARK CAPITAL REPLACEMENT					
HOISINGTON KOEGLER GROUP ...	021-002-24	04/20/2023	SV/NV support	401.44.5900.744.30700	1,977.09
FRATTALONE COMPANIES INC	2303008	04/20/2023	SV renovation supply	401.44.5900.744.80300	306.00
FRATTALONE COMPANIES INC	2303035	04/20/2023	SV renovation supply	401.44.5900.744.80300	473.00
Fund 401 - PARK CAPITAL REPLACEMENT Total:					2,756.09
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
RIVARD STONE, INC.	108276	04/20/2023	Mike Wright stone bench	402.44.6000.451.60065	500.00
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Ad for Bid - 2114 - South Valley	402.44.6000.451.50025	470.40
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Ad for Bid - 2115 - Heritage Vill...	402.44.6000.451.50025	329.28
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Ad for Bid - Vista Pines Trail Ext ...	402.44.6000.451.50025	180.32
KIMLEY-HORN & ASSOCIATES, I...	24241019	04/20/2023	VP Park Design Const. and Biddi...	402.44.6000.451.30700	2,891.15
WSB & ASSOCIATES, INC.	R-020153-000-8	04/27/2023	HVP Phase IV design work	402.44.6000.451.30700	590.50
WSB & ASSOCIATES, INC.	R-021133-000-8	04/27/2023	NWA Pk #2 - Argenta Hills Pk de...	402.44.6000.451.30700	5,161.50
WSB & ASSOCIATES, INC.	R-021133-000-8	04/27/2023	NWA Pk #3 - Overlook Ridge Pk ...	402.44.6000.451.30700	5,161.50
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					15,284.65
Fund: 436 - 117TH STREET RECONSTRUCTION					
ST. PAUL PIONEER PRESS	223572521	04/20/2023	117th St Public hearing notice	436.73.5900.736.50025	164.64
SRF CONSULTING GROUP, INC	13074.00-23	04/27/2023	117th St. Preliminary Design	436.73.5900.736.30300	1,478.74
Fund 436 - 117TH STREET RECONSTRUCTION Total:					1,643.38
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Ad for Bid - 2023-09D Dawn Way	440.74.5900.740.50025	151.90
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Corrected Ad for Bid - 2023-09D...	440.74.5900.740.50025	133.28
ST. PAUL PIONEER PRESS	223572521	04/20/2023	AD for Bid - 2023-09B Seal Coat	440.74.5900.740.50025	94.08
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Ad for Bid - PMI 2022-09I J&L	440.74.5900.740.50025	149.45
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Ad for Bid 2023-09A Crack Seal	440.74.5900.740.50025	92.12
DAKOTA CTY PROP TAXATION &...SA20		04/27/2023	Sp. Assmt. Fees (1081 Parcels)	440.74.5900.740.30700	5,970.50
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					6,591.33
Fund: 500 - NW AREA CAPITAL PROJECTS					
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.09	04/27/2023	65th St. Feasibility Study - Asses...	500.74.5900.746.30420	420.50
Fund 500 - NW AREA CAPITAL PROJECTS Total:					420.50
Fund: 510 - WATER-OPERATING FUND					
CITY OF BLOOMINGTON	22009	04/27/2023	water Samples	510.50.7100.512.30700	480.00
USABUEBOOK	330865	04/27/2023	Chemicals	510.50.7100.512.60019	1,383.91
FIRST SUPPLY LLC	34444194-00	04/27/2023	supplies for water treatment pl...	510.50.7100.512.60016	23.88
FIRST SUPPLY LLC	3444703-00	04/27/2023	Supplies for water treatment p...	510.50.7100.512.60016	28.59
FIRST SUPPLY LLC	3447003-00	04/27/2023	Supplies for water treatment pl...	510.50.7100.512.60016	64.76
FIRST SUPPLY LLC	3447068-00	04/27/2023	Cleaning supplies	510.50.7100.512.60011	46.02
AUTOMATIC SYSTEMS CO.	40165	04/27/2023	Travel and Field service to repair..	510.50.7100.512.30700	814.10
CINTAS CORPORATION	4136077766	04/27/2023	Rugs at water treatment plant	510.50.7100.512.40065	52.35
CINTAS CORPORATION	4141513778	04/27/2023	Rugs for water treatment plant	510.50.7100.512.40065	52.35
CINTAS CORPORATION	4152865980	04/27/2023	Rugs for water treatment plant	510.50.7100.512.40065	56.08
VAG USA, LLC	439050238	04/27/2023	Supplies for water treatment pl...	510.50.7100.512.60016	867.04
EVERETT J. PRESCOTT, INC.	6143762	04/27/2023	Meter Parts	510.50.7100.512.75500	1,850.17
EVERETT J. PRESCOTT, INC.	6143763	04/27/2023	Water meter parts	510.50.7100.512.75500	1,051.00
HAWKINS, INC.	6447168	04/27/2023	chemicals	510.50.7100.512.60019	10.00
AMERICAN WATER WORKS ASSN	7002098590	04/27/2023	AWWA Memebership	510.50.7100.512.50070	2,245.00
ADVANCED ENGINEERING AND ...	86747	04/27/2023	Progress Billing - Utility Rate St...	510.50.7100.512.30700	8,043.00
GRAINGER	9673131596	04/27/2023	Rebuild kit	510.50.7100.512.60016	1,339.94
GRAINGER	9676722953	04/27/2023	Cleaning supplies	510.50.7100.512.60011	18.36
GRAINGER	9676722961	04/27/2023	building supplies	510.50.7100.512.40040	467.18
GRAINGER	9680636363	04/27/2023	Building supplies	510.50.7100.512.40040	294.26
KURITA AMERICA INC	INV744443	04/27/2023	Supplies and consulting	510.50.7100.512.30700	1,650.00
KURITA AMERICA INC	INV744445	04/27/2023	Testing Supplies, consulting	510.50.7100.512.30700	825.00
MIDWEST SAFETY COUNSELORS,...	IVC0068438	04/27/2023	Supplies	510.50.7100.512.60012	313.62
Fund 510 - WATER-OPERATING FUND Total:					21,976.61
Fund: 520 - SEWER-OPERATING FUND					
MN GLOVE & SAFETY, INC.	337437	10/18/2022	Uniforms	520.51.7200.514.60045	129.96
METROPOLITAN COUNCIL	1155732	04/27/2023	Waste Water Services	520.51.7200.514.40015	425.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METROPOLITAN COUNCIL	1155882	04/27/2023	Waste Water Service	520.51.7200.514.40015	475.00
ADVANCED ENGINEERING AND ...	86747	04/27/2023	Progress Billing - Utility Rate St...	520.51.7200.514.30700	8,043.00
Fund 520 - SEWER-OPERATING FUND Total:					9,072.96
Fund: 530 - STORM WATER-OPERATING					
M & J SERVICES, LLC	2696	04/27/2023	Catch Basin Repair	530.74.5900.741.40066	2,400.00
M & J SERVICES, LLC	2697	04/27/2023	Repairs of Catch Basins	530.74.5900.741.40066	2,630.00
Fund 530 - STORM WATER-OPERATING Total:					5,030.00
Fund: 533 - STORM WATER-CAPITAL FUND NWA					
KIMLEY-HORN & ASSOCIATES, I...	16050060-0323	04/20/2023	Construction Services	533.74.5900.748.30300	530.00
Fund 533 - STORM WATER-CAPITAL FUND NWA Total:					530.00
Fund: 550 - INVER WOOD GOLF COURSE					
COVERALL OF THE TWIN CITIES ...	1590022849	11/23/2022	credit for duplicate payment	550.52.8500.526.40040	-862.36
YAMAHA GOLF & UTILITY, INC.	01-289867	04/20/2023	cart parts	550.52.8400.525.40041	660.78
COVERALL OF THE TWIN CITIES ...	1590027301	04/20/2023	clubhouse cleaning svcs	550.52.8500.526.40040	712.38
M. AMUNDSON LLP	360305	04/20/2023	snacks for resale	550.52.8300.524.76050	681.01
COCA COLA BOTTLING COMPA...	3607217179	04/20/2023	pop & water for resale	550.52.8300.524.76100	2,037.28
ARAMARK REFRESHMENT SERV...	4015562	04/20/2023	water filter	550.52.8300.524.60065	148.48
WILSON SPORTING GOODS	4541463152	04/20/2023	balls for driving range	550.52.8100.522.60060	3,644.39
WILSON SPORTING GOODS	4541463153	04/20/2023	bag for resale	550.52.8200.523.76350	139.66
ARAMARK REFRESHMENT SERV...	6015941	04/20/2023	coffee for resale	550.52.8300.524.76100	273.10
TITLEIST	915402722	04/20/2023	bags for resale	550.52.8200.523.76350	136.71
TITLEIST	915415527	04/20/2023	bags for resale	550.52.8200.523.76350	300.86
TITLEIST	915483511	04/20/2023	gloves for resale	550.52.8200.523.76300	2,845.92
SOUTH BAY DESIGN	Apr-23	04/20/2023	quarterly hosting fee	550.52.8500.526.50025	112.00
WITTEK	INV107540	04/20/2023	slotted tokens	550.52.8100.522.60015	2,190.54
WITTEK	INV110137	04/20/2023	ball buckets for range	550.52.8100.522.60015	33.17
COVERALL OF THE TWIN CITIES ...	1590027335	04/27/2023	Cleaning svcs 4.2023	550.52.8500.526.40040	203.54
AARON LEE JOHNSON	20296	04/27/2023	framed map of GC	550.52.8500.526.40040	697.97
WITTEK	INV109524	04/27/2023	rubber tees for range	550.52.8100.522.60015	150.17
Fund 550 - INVER WOOD GOLF COURSE Total:					14,105.60
Fund: 602 - RISK MANAGEMENT					
LEAGUE OF MN CITIES INS TRUST 8040		04/27/2023	Claim LMC271493- PD Car Slid i...	602.00.2100.415.70200	4,003.86
Fund 602 - RISK MANAGEMENT Total:					4,003.86
Fund: 603 - CENTRAL EQUIPMENT					
PERFECTION PLUS, INC	214603	04/20/2023	Feb 2023 cleaning svcs	603.00.5300.444.40040	521.62
PERFECTION PLUS, INC	214653	04/20/2023	March 2023 cleaning svc	603.00.5300.444.40040	521.62
CUSTOM FIRE APPARATUS INC	0022299-IN	04/27/2023	Fire truck (E21) LED light	603.00.5300.444.40041	111.10
CUSTOM FIRE APPARATUS INC	0022301-IN	04/27/2023	Fire truck (E21) blue light surfac...	603.00.5300.444.40041	393.86
UNIFIRST CORPORATION	090 0756846	04/27/2023	Other Rentals	603.00.5300.444.40065	120.46
UNIFIRST CORPORATION	090 0756846	04/27/2023	CE Uniforms	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	090 0758151	04/27/2023	Other Rentals	603.00.5300.444.40065	126.68
UNIFIRST CORPORATION	090 0758151	04/27/2023	CE Uniforms	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	090 0759506	04/27/2023	Other rentals	603.00.5300.444.40065	137.26
UNIFIRST CORPORATION	090 0759506	04/27/2023	CE Uniforms	603.00.5300.444.60045	32.62
UNIFIRST CORPORATION	0900722875B	04/27/2023	CE Uniforms	603.00.5300.444.60045	39.00
KIMBALL MIDWEST	100938637	04/27/2023	Shop Supplies	603.00.5300.444.60012	56.22
METRO JANITORIAL SUPPLY INC	11015874	04/27/2023	Paper & vacuum bags	603.00.5300.444.60012	276.75
FERRELLGAS	1122458729	04/27/2023	Forklift (5302) 33lb cylinder do...	603.00.5300.444.40042	62.00
FERRELLGAS	1122751288	04/27/2023	Forklift (5302) 33lb cylinder dock	603.00.5300.444.40042	62.00
SHEL'S AUTO ELECTRIC	17526	04/27/2023	Fire truck (T34) siren repairs	603.00.5300.444.40041	130.00
FACTORY MOTOR PARTS COMP...	1-8505281	04/27/2023	Sweeper (331) air filter and air ...	603.00.5300.444.40041	168.94
FACTORY MOTOR PARTS COMP...	1-232198	04/27/2023	Stock batteries	603.140.1450050	287.92
FACTORY MOTOR PARTS COMP...	1-232337	04/27/2023	Stock batteries	603.140.1450050	529.23
ENVIRONMENTAL EQUIPMENT...	22846	04/27/2023	Sweeper (331) actuator switch	603.00.5300.444.40041	440.52
MANSFIELD OIL COMPANY	24178370	04/27/2023	Fuel	603.140.1450060	8,396.88
MANSFIELD OIL COMPANY	24178371	04/27/2023	Fuel	603.140.1450060	1,496.84
MANSFIELD OIL COMPANY	24178372	04/27/2023	Fuel	603.140.1450060	13,579.44
NORTH AMERICAN TRAILER SAL...	30004203775	04/27/2023	Trailer (338) parts	603.00.5300.444.40042	435.88
NORTH AMERICAN TRAILER SAL...	30004204927	04/27/2023	Hotbox (342) LED bar lamp	603.00.5300.444.40041	36.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NORTH AMERICAN TRAILER SAL...	30009387351	04/27/2023	Dump truck (324) code welding ...	603.00.5300.444.40041	2,695.45
ALLSTATE PETERBILT OF SOUTH...	3004562586	04/27/2023	Dump truck (321) mirror tripod ...	603.00.5300.444.40041	152.50
WORLD FUEL SERVICES	357943857751-41801	04/27/2023	Stock Oil	603.140.1450050	1,925.27
TOTAL CONSTRUCTION & EQUIP.	36036	04/27/2023	Cold storage garage door (5300)..	603.00.5300.444.40040	1,587.76
NUSS TRUCK AND EQUIPMENT	4039053	04/27/2023	Dump truck (323) general repairs	603.00.5300.444.40041	8,365.21
FACTORY MOTOR PARTS COMP...	41-599654	04/27/2023	Sweeper (325) radial seal air	603.00.5300.444.40042	50.30
TOWMASTER TRAILERS INC	458510	04/27/2023	Dump truck (304) onspot 12V so...	603.00.5300.444.40041	347.55
NUSS TRUCK AND EQUIPMENT	4744352P	04/27/2023	Credit for hose assembly	603.00.5300.444.40041	-338.77
NUSS TRUCK AND EQUIPMENT	4744793P	04/27/2023	Dump truck (324) parts	603.00.5300.444.40041	506.52
NUSS TRUCK AND EQUIPMENT	4744843P	04/27/2023	Dump truck (324) insulator, sen...	603.00.5300.444.40041	410.81
NUSS TRUCK AND EQUIPMENT	4745863P	04/27/2023	Dump truck (323) lamp	603.00.5300.444.40041	97.02
INVER GROVE FORD	5327954	04/27/2023	Fire truck (E21) lamp assembly	603.00.5300.444.40041	40.26
INVER GROVE FORD	5328022	04/27/2023	Squad car (2022) brake lining kit	603.00.5300.444.40041	152.73
INVER GROVE FORD	5328218	04/27/2023	Squad car (2025) shock absorber	603.00.5300.444.40041	98.90
INVER GROVE FORD	5328354	04/27/2023	Squad car (2023) alternator & V...	603.00.5300.444.40041	494.03
INVER GROVE FORD	5328372	04/27/2023	Fire truck (E21) jet kit	603.00.5300.444.40041	19.06
INVER GROVE FORD	5328417	04/27/2023	Credit	603.00.5300.444.40041	-30.00
INVER GROVE FORD	5328432	04/27/2023	Squad car (1832) brake lining	603.00.5300.444.40041	89.47
FACTORY MOTOR PARTS COMP...	6-1643870	04/27/2023	Sweeper (331) corrugated style ...	603.00.5300.444.40041	25.37
INVER GROVE FORD	6387357	04/27/2023	Squad car (2023) engine repairs	603.00.5300.444.40041	421.24
NUSS TRUCK AND EQUIPMENT	7201935P	04/27/2023	Loader (347) air filter	603.00.5300.444.40042	108.03
NUSS TRUCK AND EQUIPMENT	7204400P	04/27/2023	Loader (347) lamp	603.00.5300.444.40042	210.15
BIG TOP RENTAL, INC.	72550	04/27/2023	PW Bliff	603.00.5300.444.40040	70.00
UNIFIRST CORPORATION	90743231	04/27/2023	Other Rentals	603.00.5300.444.40065	120.46
UNIFIRST CORPORATION	90743231	04/27/2023	CE uniforms	603.00.5300.444.60045	32.62
GRAINGER	9654157040	04/27/2023	Air regulator	603.00.5300.444.40040	41.53
GRAINGER	9666782330	04/27/2023	Shop supplies	603.00.5300.444.60012	24.18
GRAINGER	9670106575	04/27/2023	Water truck (510) electronic ball..	603.00.5300.444.40041	584.73
POMP'S TIRE SERVICE, INC.	980104048	04/27/2023	Trailer (543) tires	603.00.5300.444.60014	270.00
POMP'S TIRE SERVICE, INC.	980104302	04/27/2023	Stock tires	603.140.1450050	1,232.00
POMP'S TIRE SERVICE, INC.	980104351	04/27/2023	Tires for fire truck (L13)	603.00.5300.444.60014	2,294.10
SNAP-ON INDUSTRIAL	ARV/56888249	04/27/2023	Small tools	603.00.5300.444.60040	136.07
NUSS TRUCK AND EQUIPMENT	CM4744793P	04/27/2023	Credit	603.00.5300.444.40041	-349.11
TRENCHERS PLUS, INC.	IT06568	04/27/2023	Chipper (335) parts	603.00.5300.444.40042	295.32
MACQUEEN EMERGENCY GRO...	P08835	04/27/2023	Fire truck (E21) LED lights	603.00.5300.444.40041	264.85
MACQUEEN EMERGENCY GRO...	P08861	04/27/2023	Fire truck (I13) stanchion end a...	603.00.5300.444.40041	50.86
MACQUEEN EMERGENCY GRO...	P08899	04/27/2023	Fire truck (L13) LED lights	603.00.5300.444.40041	186.89
MACQUEEN EQUIPMENT INC	P08911	04/27/2023	Fire truck (L13) switch proxy	603.00.5300.444.40041	206.41
MACQUEEN EQUIPMENT INC	P08922	04/27/2023	Fire truck (L13) switch proxy	603.00.5300.444.40041	206.41
RDO EQUIPMENT COMPANY	P2946201	04/27/2023	Water pump (308) parts	603.00.5300.444.40042	620.77
RDO EQUIPMENT COMPANY	P3025101	04/27/2023	Sweeper (331) filter elements	603.00.5300.444.40041	78.06
TRI-STATE BOBCAT INC.	P95368	04/27/2023	Skid steer (520) horn	603.00.5300.444.40042	24.20
MACQUEEN EMERGENCY GRO...	W04939	04/27/2023	Fire truck left rear wheel sensor...	603.00.5300.444.40041	803.07
MACQUEEN EMERGENCY GRO...	W05029	04/27/2023	Fire Truck (T34) pressure transd...	603.00.5300.444.40041	948.25
MACQUEEN EMERGENCY GRO...	W05144	04/27/2023	Fire truck (L13) pump panel re...	603.00.5300.444.40041	1,659.57
MACQUEEN EMERGENCY GRO...	W05145	04/27/2023	Fire truck (L13) # PS discharge r...	603.00.5300.444.40041	4,569.20
Fund 603 - CENTRAL EQUIPMENT Total:					59,827.74

Fund: 605 - CITY FACILITIES

ULINE	1162.12	04/20/2023	replacement chairs for CH	605.00.7500.460.60040	1,162.12
HUEBSCH SERVICES	20219944	04/20/2023	lobby mats	605.00.7500.460.40065	171.57
PERFECTION PLUS, INC	214603	04/20/2023	Feb 2023 cleaning svcs	605.00.7500.460.40040	5,133.19
PERFECTION PLUS, INC	214653	04/20/2023	March 2023 cleaning svc	605.00.7500.460.40040	5,133.19
MAS COMMUNICATIONS	230300050101	04/20/2023	2nd qtrr elevator monitoring	605.00.7500.460.40040	54.15
TOTAL CONSTRUCTION & EQUIP.	36110	04/20/2023	add circuit in GC concessions	605.00.7500.460.40040	347.77
TOTAL CONSTRUCTION & EQUIP.	36131	04/20/2023	FS #1 repair block	605.00.7500.460.40040	3,177.44
NASSEFF PLUMBING & HEATING..	49841	04/20/2023	FS #2 - replace faucet	605.00.7500.460.40040	356.72
B & B SHEETMETAL AND ROOFI...	60476	04/20/2023	repair CH roof leaks	605.00.7500.460.40040	866.75
HILLYARD INC	605088495	04/20/2023	cleaning supplies	605.00.7500.460.60011	797.28
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12304	04/20/2023	Feb 2023 solar gardens	605.00.7500.460.40021	16,218.39
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-22304	04/20/2023	Feb 2023 solar gardens	605.00.7500.460.40021	5,390.73

Expense Approval Report

Payment Dates: 4/15/2023 - 5/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
J.H. LARSON COMPANY	S102853215.001	04/20/2023	light bulbs	605.00.7500.460.60016	273.50
HUEBSCH SERVICES	20223193	04/27/2023	lobby mats	605.00.7500.460.40065	171.57
DAKOTA AWARDS & ENGRAVING	26042	04/27/2023	ADA Room signs & parts	605.00.7500.460.40040	1,034.00
AEP ONSITE PARTNERS, LLC	419-21414894	04/27/2023	01.2023 Solar Panels	605.00.7500.460.40020	43.23
INNOVATIVE OFFICE SOLUTIONS	CIN115013	04/27/2023	stand-up desk for CH	605.00.7500.460.40040	713.13
Fund 605 - CITY FACILITIES Total:					41,044.73
Fund: 606 - TECHNOLOGY FUND					
MARCO TECHNOLOGIES, LLC	33808492	04/20/2023	Printers & Copiers	606.00.1400.413.40050	1,862.84
SPOK, INC.	G0317493P	04/20/2023	Translation service	606.00.1400.413.50070	4.89
PRO-TEC DESIGN INC.	109442	04/27/2023	progress invoice for Park Shelter..	606.00.1400.413.80610	2,487.50
Fund 606 - TECHNOLOGY FUND Total:					4,355.23
Fund: 702 - ESCROW FUND					
EMMONS & OLIVIER RESOURCES	00095-0074-23	04/20/2023	Erosion and Sediment Control I...	702.229.2284803	637.33
EMMONS & OLIVIER RESOURCES	00095-0074-23	04/20/2023	Erosion and Sediment Control I...	702.229.2304103	835.08
EMMONS & OLIVIER RESOURCES	00095-0080-11	04/20/2023	Construction Inspection	702.229.2297103	355.50
ST. PAUL PIONEER PRESS	123572521	04/20/2023	Landucci/Blackshire Flats 23-01...	702.229.2294301	25.38
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Notice of PH Endeavor Dev Case..	702.229.2290802	28.91
ST. PAUL PIONEER PRESS	223572521	04/20/2023	Notice of PH SM Hentges Case ...	702.229.2297903	39.69
BARR ENGINEERING COMPANY	23190218.00-315	04/20/2023	Bituminous Roadways	702.229.2307003	971.00
BARR ENGINEERING COMPANY	23190218.02-1	04/20/2023	Pine Bend Landfill Expansion Pe...	702.229.2293002	3,657.00
BARR ENGINEERING COMPANY	23190328.23-1	04/20/2023	Blaine Chipotle Stormwater Rev...	702.229.2285503	1,709.00
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.06	04/20/2023	Pine Bend Landfill Expansion Le...	702.229.2293002	588.00
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Prep & attend mtg w/ dvlpr-site ..	702.229.2285503	318.50
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	corresp-adoptn of fndgs/fct-co...	702.229.2294301	73.50
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Review of previous agreements...	702.229.2306003	711.00
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Correspondence-Developer mtg...	702.229.2307703	64.40
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Review documents and photoc...	702.229.2308603	719.70
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.13	04/20/2023	Dvlpmnt Contr-Prop Closing,do...	702.229.2308803	7,031.50
LEVANDER, GILLEN & MILLER P....	3/31/2023 81.14	04/20/2023	Beck SWFMA	702.229.2285703	326.00
STATE OF MINNESOTA - GENER...	4/22/2020B	04/27/2023	IGH PD case #19-0811	702.229.2291001	7,712.18
SHORT ELLIOTT HENDRICKSON, ...	444698	04/27/2023	Inspect/Review NS Watertower...	702.229.2307803	348.71
EHLERS AND ASSOCIATES, INC.	93805	04/27/2023	Crossings @ Inverwood tax aba...	702.229.2295903	198.75
Fund 702 - ESCROW FUND Total:					26,351.13
Grand Total:					827,496.60



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions as attached.

BACKGROUND

The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval. Data contained in the attachment is not public information until after Council takes action.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Resolution Amending On-Sale and Sunday Liquor License - Jerseys Bar and Grill, 6449 Concord Blvd (Expansion of Licensed Premises)**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, amending the On-Sale and Sunday Liquor License for Jerseys Bar and Grill located at 6449 Concord Blvd, Inver Grove Heights, to reflect an expansion to the "licensed premise."

BACKGROUND

The owners of Jerseys Bar and Grill, located at 6449 Concord Blvd, have applied to amend the business's existing 2023 On-Sale and Sunday Liquor license to include a newly constructed patio area as part of the licensed premises.

Under Minnesota Statute 2018 Chapter 340A. 410 sub 7, an on-sale liquor license is limited to the specified area in the approved license application.

All areas that make up the "licensed premise" must be compact and contiguous. The license application must include a complete description of the compact and contiguous area in which the licensee will conduct business, including a description of physically connected attachments to the main structure, such as patios, decks, or pavilions.

The applicant has provided a certificate of liability insurance that covers the patio area.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the attached Resolution.

ATTACHMENTS

1. Resolution to Approve Premise Amendment - Jerseys
2. 2023 Jerseys premises Exhibit A

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT OF LICENSED PREMISES FOR
ON-SALE AND SUNDAY LIQUOR LICENSE FOR JERSEYS BAR AND GRILL**

WHEREAS, Jerseys Bar and Grill ("licensee") holds a 2023 on-sale intoxicating and Sunday liquor license ("liquor license") for the restaurant located at 6449 Concord Blvd, and

WHEREAS, licensee has constructed a patio on the property and seeks to amend their liquor license to include the new outdoor patio, within the scope of the licensed premise; and

WHEREAS, licensee has submitted the necessary application materials, including a description of the expanded premise and proof of insurance for the same.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the 2023 on-sale intoxicating and Sunday liquor license issued to Jerseys Bar and Grill is hereby amended to include the existing restaurant building and outdoor patio area, identified on the attached Exhibit A, within the licensed premises, with the following conditions:

- (1) The licensee shall take sufficient steps to ensure that entrance and exit to the licensed premises is controlled and that alcoholic beverages purchased from or provided by the licensee are not removed from the licensed premises or served or consumed in areas of the property outside the licensed premises. For purposes of the liquor license, this may be accomplished by some combination of fencing, signage, other permitted physical barriers, and/or use of security personnel, as is appropriate to the physical or topographical conditions and occupancy of the site.
- (2) Licensee is responsible for ensuring that the site and all structure(s) comply with all applicable building and zoning regulations and with all state statutes, rules and regulations related to the preparation and service of food and beverages.

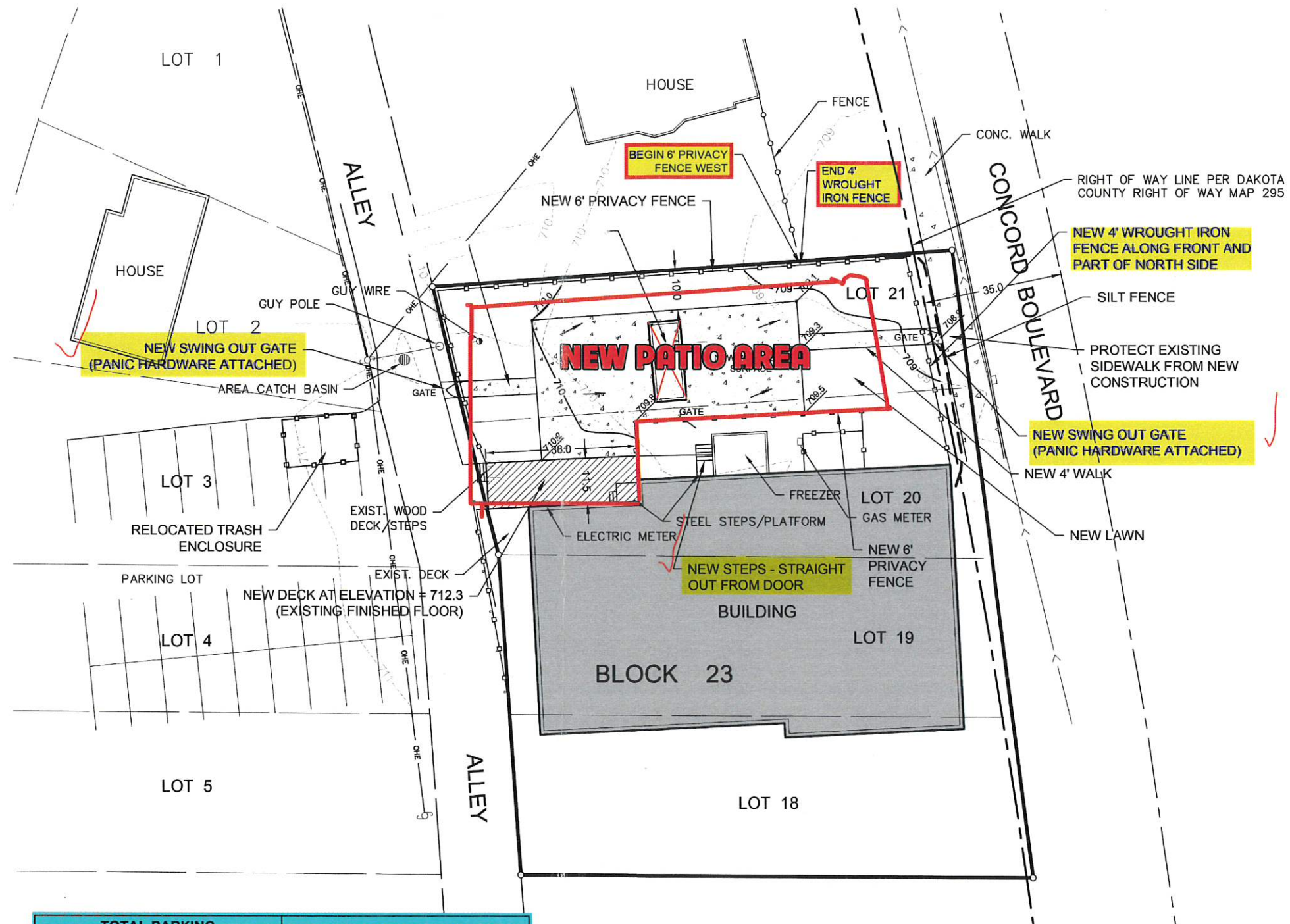
Adopted this 8th day of May, 2023, by the City Council of the City of Inver Grove Heights, MN.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

RIGHT OF WAY LINE PER DAKOTA
COUNTY RIGHT OF WAY MAP 295



TOTAL PARKING SPACES PROVIDED IN PARKING FACILITIES	REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5

At Least 1 (one) space shall be Van-Accessible parking

PROPOSED SITE

PROPOSED IMPERVIOUS AREAS:

NEW CONCRETE AREA AND WALK = 2,009 SQ. FT.

NEW STRUCTURE = 160 SQ. FT.

BITUMINOUS REMAINING AFTER REMOVAL UNDER DECK = 85 SQ. FT.

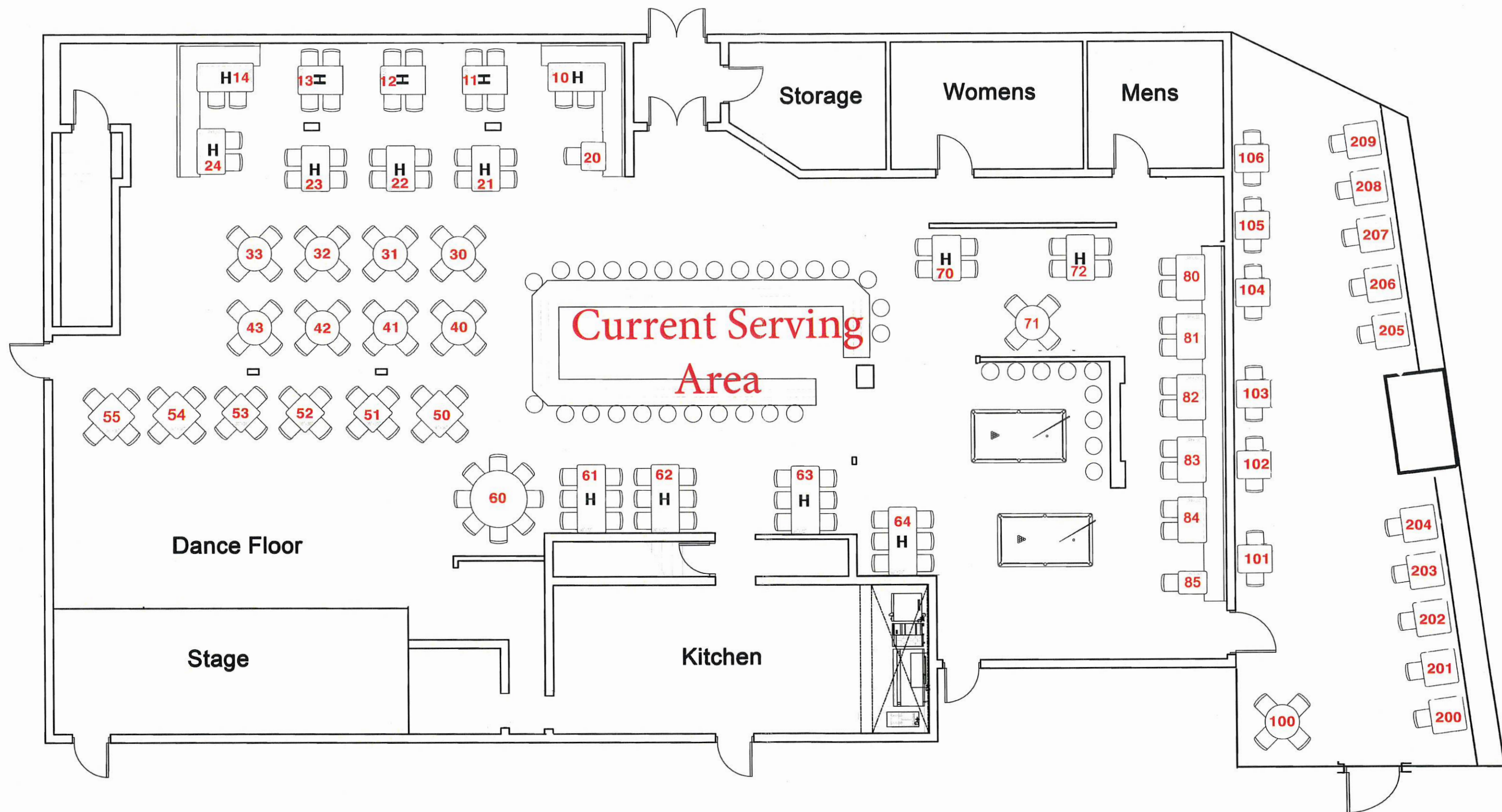
EXISTING BUILDING = 6,668 SQ. FT.

EXISTING FREEZER = 147 SQ. FT.

TOTAL IMPERVIOUS = 9,069 SQ. FT.

PROPOSED LEGEND

STORM MANHOLE





Request for Council Action

SUBJECT: **Amended Liquor Licenses for Applebee's
Neighborhood Grill and Bar (New Manager)**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve amended liquor licenses for Applebee's Neighborhood Grill and Bar, located at 5855 Blaine Ave, Inver Grove Heights, to reflect their hiring of a new manager.

BACKGROUND

Applebee's Neighborhood Grill and Bar, located at 5855 Blaine Ave., is the holder of an On-Sale Liquor and a Sunday On-Sale Liquor license issued by the City. They have requested an amendment to their licenses to reflect their new operating manager, Robert Tischler. The required background investigation has been successfully completed and fees paid.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the amended liquor licenses for Applebee's Neighborhood Grill and Bar.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Renewal of Massage Business and Therapist Licenses**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve renewal of the massage business and therapist licenses for Grateful Massage.

BACKGROUND

Xiumin Zhang has applied for renewal of a massage business license and therapist license for Grateful Massage, 5751 Blaine Ave E, IGH, MN 55076. The application was accompanied by the necessary license fee and liability insurance certificate. The background investigation was completed by the Police Department with no basis found for denial of the license.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the massage business and therapist license.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Renewal of Rubbish Hauler License**

MEETING DATE: May 8, 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 one Rubbish Hauler License for the period of May 1, 2023 through April 30, 2024.

BACKGROUND

Anderson's Dumpster Service, 930 Duluth St, St. Paul, MN 55106, has applied for a renewal of their rubbish hauler license with the City of Inver Grove Heights. The renewal application has been accompanied by the necessary fees and insurance certificates.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends the renewal of Anderson's Dumpster Box Service rubbish hauler license.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Resolution Amending Final Project Budget for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail Improvements**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to approve the attached Resolution, amending the final project budget and closing the project account for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail Improvements.

BACKGROUND

In 2019, the City Council authorized the preparation of a feasibility study for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail (Resolution 19-185). As part of the feasibility study authorization, City staff were directed to coordinate with Dakota County and prepare a Joint Powers Agreement whereby the County would fund the proposed trail improvements at a rate of 100% of project costs. The timing of the report preparation was intended to accommodate a trail improvement in conjunction with City Project 2019-09C - Cahill Ave Mill and Overlay, which was occurring along the same segment of Cahill Ave. where the trail upgrade was proposed.

The preparation of a draft feasibility report and drafting of a Joint Powers Agreement to encompass preliminary design, final design, and construction phases of the project occurred concurrently. Upon initial cost estimates being completed for the feasibility study, it was determined by Dakota County that the cost for the trail upgrade was not fiscally viable at the time. As such, the Joint Powers Agreement was never entered into by the City and Dakota County and the proposed improvements to the trail were not constructed.

As the City incurred expenses in the amount of \$9,672.33 related to the feasibility report preparation in the form of legal, engineering, administration, and financing (LEAF) costs, these costs have been applied to Project No. 2019-19 without any noted funding source or previously-approved budget, and need to be resolved in order to close out the project. As no Joint Powers Agreement was ever entered into with Dakota County, the responsibility for these costs lay with the City.

FISCAL IMPACT

As Project No. 2019-19 was intended to occur along with an existing pavement management project (Project No. 2019-09C), and trail work would typically be funded via the Pavement Management Fund, staff are recommending the outstanding project balance of \$9,672.33 be paid through the Pavement Management - Local Streets Fund (Fund 440).

RECOMMENDATION

Staff recommend approval of the attached Resolution, amending the final project budget and closing the project account for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail Improvements.

ATTACHMENTS

1. Resolution to Amend Budget for Project No. 2019-19

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

RESOLUTION NO. _____

**RESOLUTION AMENDING FINAL PROJECT BUDGET AND CLOSING THE PROJECT ACCOUNT FOR
CITY PROJECT NO. 2019-19 – CAHILL AVE. MISSISSIPPI RIVER GREENWAY TRAIL
IMPROVEMENTS**

WHEREAS, the City Council authorized the preparation of a feasibility study for City Project No. 2019-19 - Cahill Ave. Mississippi River Greenway Trail in 2019 via Resolution No. 19-185; and

WHEREAS, Resolution No. 19-185 identified the City would enter into a Joint Powers Agreement with Dakota County to complete the feasibility report and subsequent final design of the project, with the anticipation that the project would be constructed in conjunction with City Project No. 2019-09C – Cahill Avenue Mill and Overlay, and the trail component funded 100% by Dakota County; and

WHEREAS, Engineering Department staff completed a draft feasibility report for City Project No. 2019-19 in coordination with Dakota County staff; and

WHEREAS, Dakota County staff determined that the cost for the trail upgrade was not fiscally viable, and a Joint Powers Agreement was never entered into by the City and Dakota County; and

WHEREAS, the City had incurred expenses in the form of legal, engineering, administration, and finance (LEAF) costs for the preparing the draft feasibility report totaling \$9,672.33; and

WHEREAS, as the work was planned to occur along with an existing pavement management project (City Project 2019-09C), and trail work would typically be funding via the pavement management fund, staff are recommending the outstanding project balance be paid through the Pavement Management – Local Streets fund (Fund 440).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby amended for City Project No. 2019-19:

PROJECT COSTS	2019-19
Legal, Engineering, Administrative, & Finance (LEAF)	\$9,672.33
TOTAL	\$9,672.33

FUNDING SOURCES	2019-19
Pavement Management – Local Streets (Fund 440)	\$9,672.33
TOTAL	\$9,672.33

BE IT FURTHER RESOLVED THAT:

- 1) The Council hereby authorizes the use of \$9,672.33 from the Pavement Management – Local Streets fund (Fund 440) to cover the funds needed to complete the project; and
- 2) Upon transfer of these funds and balancing of the project budget, Project No. 2019-19 will be closed.

Adopted by the City Council of the City of Inver Grove Heights, MN on May 8, 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Amending Final Project Budget for City Project No. 2019-06 - Schaaf Inverse Condemnation Claim**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571
 Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to approve the attached Resolution, amending the final project budget and closing the project account for City Project No. 2019-06 - Schaaf Inverse Condemnation Claim.

BACKGROUND

In 2019, the City was served with a request by the property owner at 7376 Courthouse Boulevard to mitigate the stormwater management needs of the adjacent Blackstone Vista development. A portion of the stormwater management for this development was needed within Regional Stormwater Basin W-006, which is located within the noted private property and not encumbered by a public drainage and utility easement. Upon recommendation by the City Attorney, the City commenced the condemnation process to acquire a formal drainage and utility easement around Basin W-006.

In 2021, the City Council authorized the formal acquisition of easements around Basin W-006 (Resolution 2021-196). An estimate of \$500,000 was provided by the City Attorney for the easement acquisition and stormwater improvements necessary to complete the effort, and such funds were encumbered from the Northwest Area Stormwater Fund (Fund 533). In 2022, the City Council approved the final easement settlement agreement in the amount of \$460,340, and the final contract costs for the stormwater piping improvements in the amount of \$63,763.95.

Through the condemnation and engineering design process, the City also incurred legal, engineering, administration, and finance (LEAF) costs in the amount of \$85,756.59. Therefore, the final cost for Project No. 2019-06 totaled \$609,860.54, which is \$109,860.54 more than the funds encumbered to date for the project.

FISCAL IMPACT

As Project No. 2019-06 was intended to be funded entirely through the Northwest Area Stormwater Fund (Fund 533), staff are recommending the outstanding project balance of \$109,860.54 be paid through the same Fund.

RECOMMENDATION

Staff recommend approval of the attached Resolution amending the final project budget and closing the project account for City Project No. 2019-06 - Schaaf Inverse Condemnation Claim.

ATTACHMENTS

1. Resolution to Amend Budget for Project 2019-06

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

RESOLUTION NO. _____

**RESOLUTION AMENDING FINAL PROJECT BUDGET AND CLOSING THE PROJECT ACCOUNT FOR
CITY PROJECT NO. 2019-06 – SCHAAF INVERSE CONDEMNATION CLAIM**

WHEREAS, the City Council authorized the acquisition of easements for Regional Stormwater Basin W-006 in 2021 via Resolution No. 2021-196; and

WHEREAS, the City Attorney indicated an estimated acquisition budget of \$500,000 for the work, to be paid for through the Northwest Area Stormwater Fund (Fund 533); and

WHEREAS, Finance Department staff encumbered the identified funding from the Northwest Area Stormwater Fund for use under Project No. 2019-06 for the pending easement acquisition and associated utility work; and

WHEREAS, the City Council approved final easement acquisition in the amount of \$460,340, and final construction costs in the amount of \$63,763.95; and

WHEREAS, the additional legal, engineering, administration, and finance (LEAF) costs for the work totaled \$85,756.59; and

WHEREAS, the total cost of the project work has been identified at \$609,860.54, which is greater than the amount authorized by Council to date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following budget is hereby amended for City Project No. 2019-06:

PROJECT COSTS	2019-06
Land Acquisition	\$460,340.00
Contract Work (Drainage Piping)	\$63,763.95
Legal, Engineering, Administrative, & Finance (LEAF)	\$85,756.59
TOTAL	\$609,860.54

FUNDING SOURCES	2019-06
NWA Stormwater Fund (Fund 533) – Original Allocation	\$500,000.00
NWA Stormwater Fund (Fund 533) – NEW Allocation	\$109,860.54
TOTAL	\$609,860.54

BE IT FURTHER RESOLVED THAT:

- 1) The Council hereby authorizes the use of \$109,860.54 from the Northwest Areas Stormwater Fund (Fund 533) to cover the additional funds needed to complete the project; and
- 2) Upon transfer of these funds and balancing of the project budget, Project No. 2019-06 will be closed.

Adopted by the City Council of the City of Inver Grove Heights, MN on May 8, 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Contract with LOGIS for Fiber Management Services**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Marc Gade, Technology Manager, 651.450.2576

ACTION REQUESTED

The Council is asked to approve the attached contract with LOGIS to provide fiber management services to the City.

BACKGROUND

With the dissolution of the Dakota Broadband Board (DBB) effective July 31, it is necessary to replace the fiber management services the City utilizes through the DBB. The DBB contracted with LOGIS for fiber management and fiber project management. Staff is recommending that the City now contract directly with LOGIS to continue providing fiber management services for the City.

FISCAL IMPACT

Funds currently budgeted for the DBB for fiber management services will be reallocated for this contract. No additional funding is required.

RECOMMENDATION

Staff recommends approval of the LOGIS contract for fiber management services.

ATTACHMENTS

1. LOGIS Fiber Management Services Agreement
2. LOGIS Fiber Optic Service
3. LOGIS Quote

LOGIS Fiber Management Services Agreement

THIS AGREEMENT is between the City of Inver Grove Heights, a Minnesota Local Government under the laws of the State of Minnesota (the “City”), and Local Government Information Systems, a joint powers organization under the laws of the State of Minnesota, located at 5750 Duluth Street, Golden Valley, MN 55422 (“LOGIS”).

WHEREAS, For the past four years LOGIS has provided fiber network management services for the county-wide fiber network through an agreement between LOGIS and the Dakota Broadband Board (DBB) joint powers entity of which the City is a member; and

WHEREAS, the City’s fiber network assets are part of the county-wide fiber network that the DBB has been granted authority to manage on behalf of the majority DBB members, including the City; and

WHEREAS, the City anticipates the DBB will dissolve or will be substantially restructured in 2023, requiring the City to individually contract with a third party for certain management services for its fiber network assets; and

WHEREAS, upon dissolution of the DBB the City will once again be solely responsible for managing its fiber network assets that are within its geographical boundary; and

WHEREAS, the City requires continuing technical services to assist in the management of its fiber network assets; and

WHEREAS, LOGIS has gained specific knowledge and expertise in managing the fiber network assets in Dakota County including the City’s fiber assets, and in constructing and updating the database catalogue of those assets, and is willing and capable of providing the management services as described in this agreement.

THEREFORE, the parties agree as follows:

1. TERM AND COST OF THE AGREEMENT

- A. Term. LOGIS agrees to provide fiber network management services as described separately in the attached and incorporated Statement of Work to the City commencing on August 1, 2023, and terminating on July 31, 2026; unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement
- B. Cost. The City agrees to pay a fee based on the services described separately in the Statement of Work. The fee will be billed on a monthly basis, and is due within thirty days of receipt. Payment of interest on late payments is governed by the provisions of MN Statute, Section 471.425.

2. COMMUNICATION AND COORDINATION OF SERVICES

LOGIS and the City mutually agree to provide regular communications to ensure all terms and conditions outlined in this Agreement and all services outlined in the Statement of Work are being performed to each party's satisfaction.

3. USE OF INDEPENDENT CONTRACTORS

LOGIS will select the means, method, and manner of performing the services described in this Agreement and the accompanying Statement of Work. This includes the use of third-party contractors to maintain or construct the fiber assets covered under this Agreement.

4. INTELLECTUAL PROPERTY

LOGIS hereby warrants that it will obtain the written consent of the owner and licensor to reproduce, publish or use any materials supplied to the City including, but not limited to; software, hardware, or documentation. LOGIS also warrants that any delivered material will not violate U.S. Copyright Law or any property right of another. If LOGIS determines that in the course of providing services to the City it is violating a property right of a third party, LOGIS will promptly obtain the right to use such property or will provide other materials to the City that are free from intellectual property infringement.

5. INDEMNIFICATION AND INSURANCE

- A. Indemnification. With the exception of its proportionate obligations as a member of LOGIS, each party to this Agreement shall be liable for the acts of their own officers, employees, and agents; and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and agents.

The parties agree that the provisions of the Municipal Tort Claims Act, M.S. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement is intended as a waiver of any liability limits or immunities to which the parties are otherwise entitled to under law.

- B. Insurance. For the mutual protection of all parties in this Agreement, each party agrees to maintain the following insurance coverages:
- i. Commercial General Liability coverage in the minimum amount of \$2,000,000 on an occurrence basis.
 - ii. Workers Compensation and Employer's Liability coverage in the minimum amount of \$1,500,000.

6. DATA PRACTICES

All parties to this Agreement, including their officers, employees, and agents shall abide by the provisions in the Minnesota Government Data Practices Act M.S. Chapter 13, the Health Insurance Portability and Accountability Act, and all other applicable federal and state laws, rules, regulations, and orders relating to data privacy or confidentiality.

7. RECORDS RETENTION, AVAILABILITY, AND ACCESS

Subject to the requirements of M.S. Section 16C.05, Subd. 5; all parties to this Agreement agree that each party, the State Auditor, the Legislative Auditor, or any of their authorized representatives, during normal business hours, and as they may deem reasonably necessary, shall have the right to examine, audit, and transcribe any documentation or records that involve transactions relating to this Agreement.

The parties further agree to maintain all pertinent materials during the term of this Agreement and for six years after its termination or cancellation.

8. SUCCESSORS, SUBCONTRACTORS, AND ASSIGNMENTS

LOGIS shall not assign, transfer, subcontract, or pledge this Agreement or any associated monies without the prior written consent of the City. If granted, any permission to assign, transfer, subcontract, or pledge shall not relieve LOGIS of its liabilities and obligations under this Agreement.

9. MERGER AND MODIFICATION

Both parties agree that this Agreement supersedes all previous oral or written communications relating to the terms and conditions outlined in the Agreement and Statement of Work. Modifications to the Agreement or Statement of Work is valid only after both parties have agreed to them in writing.

10. DEFAULT AND CANCELLATION

Both parties agree that if either party fails to perform any provision in this Agreement or Statement of Work as to endanger the performance of the Agreement, it could be held in default and subject to cancellation.

If either party concludes the other is in default, it shall provide a written notice detailing the circumstances of that conclusion. The defaulting party shall have 30 days to cure the default. If the default is not cured, the non-defaulting party may, upon written notice, cancel the Agreement and Statement of Work, and suspend all payments for work that was not completed; or suspend any services that were underway. Both parties agree that they remain liable for any damages sustained by the other as a result of the default.

11. NOTICES

Any notice or demand, including events of default, shall be delivered in writing to the LOGIS Executive Director and the City Chief Administrative Officer accordingly.

12. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the parties and their performance. The venue and jurisdiction for any litigation between the two parties will be initiated in the Dakota County district court where the City resides, and as necessary; with the Appellate and Supreme Court of the State of Minnesota.

CITY OF _____

By: _____

Printed Name:

Printed Title:

Date: _____, 2023

LOGIS

By: _____

Printed Name: Christopher K. Miller

Printed Title: Executive Director

Date: _____, 2023

LOGIS Fiber Management Statement of Work

In accordance, with the LOGIS Fiber Management Services Agreement, this Statement of Work outlines the scope of services and costs for the City, and associated fee. Services include:

- Assigned Project Manager to serve as primary liaison between the member, LOGIS, and vendors.
- Planning and budgeting assistance regarding fiber upgrades & enhancements, replacements, and budget estimates
- Managing fiber installs, repairs, maintenance, and relocates. Vendor costs and project expenses will be billed to the member.
- Providing a lead role in the preparation of formal quotes or bids in accordance with MN Statutes, as well as general fiber-related procurement.
- LOGIS will manage the following vendor relationships:
 1. Fiber 24-hour break-fix vendors
 2. Fiber burial and installation vendors
 3. Locate vendors
 4. Splicing and testing vendors
- Provide change management oversight including project timelines, communications & notifications, and documentation.
- Organize, update, and maintain all available fiber documentation related to the member.
- Maintain a service-level standard of a 2-hour on-site response for fiber cuts/outages.

Total 2023 Cost to City **\$6,828.00**

Fiber Optic

Summary

To meet member needs for fiber optic management and support, in September 2018 the LOGIS Network Services Fiber Optic group was formed. Under this group, LOGIS is offering a Managed Service for Fiber Optic Services. This document outlines the service level provided, LOGIS' and member responsibilities and requirements, along with estimated charges associated when committing to this Managed Service.

Core Services

The following are areas of key responsibilities of the Fiber Optic Service group:

Strategic Planning and Budgeting

LOGIS will assist the member in providing strategic long term planning. This planning will consist of items such as fiber optic upgrades/replacements, connectivity enhancements, planning, technology and budgeting recommendations, replacement schedules, etc. LOGIS will also attend and present at meetings as requested by the member.

Implementation and Maintenance

LOGIS will engineer, organize, and manage all implementations, repairs, break fix work, maintenance, and relocates for the member. Vendor costs and all project expenses (permit fees, consultant expenses, materials, splicing, etc.) related to this work will be billed from LOGIS to the member.

Project Management

For the large projects that include critical facilities, implementations, upgrades etc. LOGIS will assign a staff project manager to work with the member and required vendors to assure a smooth process, including proper communication.

Projects that are deemed smaller in-scope and less critical will be managed by the Fiber Optic Services Supervisor as part of their normal daily operation.



Procurement, Bids, and Quotes

LOGIS follows all laws set forth by the State of Minnesota related to governmental purchasing of equipment and services. LOGIS will perform formal bids when required by law and when not required, obtain quotes, or purchase under an established contracted agreement such as the State of Minnesota purchasing/procurement contract. This documentation will be maintained at LOGIS and made available to the member upon request.

Vendor Management

LOGIS will manage the following vendors for the member:

- **Fiber Optic 24-Hour Break Fix Vendors** – LOGIS will maintain an agreement with multiple fiber optic 24-hour break fix vendors. If issues arise, LOGIS will coordinate the activation of an appropriate vendor and oversee the repairs and testing.
- **Fiber Optic Burial and Installation Vendors** – LOGIS will coordinate bids on all required member planned fiber optic burial and installation projects. LOGIS would evaluate the bids and recommend a vendor to the member. Ideally multiple vendors will be selected to assure adequate availability for projects. LOGIS will coordinate quotes on small projects.
- **Locate Vendors** – LOGIS would produce a bid for all locates as part of the member. This bid would be for a span of three years. LOGIS would evaluate the bids and recommend a locate vendor.
- **Splicing and Testing Vendors** – LOGIS will select and coordinate with multiple vendors that will have the ability to perform splicing and testing of fiber strands according to LOGIS specifications. These vendors will be available to perform 24/7 maintenance.

Change Management

Effective change management is critical to minimize downtime, assure testing, proper communication and to maintain documentation. A change management process along with times frames, communication process, notifications, approvals, etc. will be discussed, agreed upon, and implemented.

Documentation

LOGIS will organize, update, and maintain all fiber optic documentation related to the member. Understanding that the documentation varies between members, working through this will require several meetings to define agreed upon documentation standards. Once these standards are defined, LOGIS will utilize these standards.

Software

To meet the support objectives of the member, LOGIS will utilize the following software:

- **CrescentLink** – Document fiber optic cabling, conduits, splicing, fiber paths in the ESRI ArcGIS application.
- **ESRI ArcGiS** – Document fiber optic plant on a graphical level.
- **Laserfiche** – Document repository for agreements, project requests and other.
- **Webex and Webex Teams** – This software will allow us to support the member through Webex which includes conference calling and sharing of desktop screens and documents.

Note: The above listed software may change over time with new releases and enhancements in the industry.

Reporting and Supervision

Under this service, LOGIS will report to the assigned member representatives. LOGIS also requests that quarterly meetings be scheduled between the member and LOGIS Network Services Management. This will assure proper communication and allow for adequate planning. LOGIS will also allocate staff to be available to meet and discuss items as necessary.

LOGIS Requirements

To meet the requirements of the member, LOGIS will require the following:

- Member to supply all existing documentation related to their fiber optic network.
- Member to be responsible for all external costs related to managing the fiber optic infrastructure. This includes, but not limited to, all vendors, consultants, permits fees, locate costs, etc.
- The member to work with LOGIS to achieve the goals of the member. This includes, but not limited to, scheduling and participating in meetings, sharing documentation, assigning and sharing staff contacts, allowing access to facilities, sharing project information, etc.
- 24/7 access to the member sites to work on issues related to the fiber optic plant is required. This access will be coordinated by the member.
- Member staff to cooperate with LOGIS for scheduling maintenance windows, new upgrades and enhancements.

- LOGIS would manage all member owned fiber optic assets. This would include new implementations, existing conduits, hand holes, and fiber.
- LOGIS will support installation, maintenance and troubleshooting of the member owned fiber optic network.
- LOGIS will manage the documentation of the member fiber, conduits, hand holes, splices, agreements, etc. in ESRI ArcGIS, CrescentLink and Laserfiche. Members will be allowed read access to the applicable repositories.
- All ownership of the fiber optic network including conduits, hand holes, fiber optic cabling, etc. remain the property of the member.
- LOGIS will focus on projects based on member specified priorities.
- Fiber optic priorities, goals and needs will be communicated to LOGIS through the member representative(s).



March 27, 2023

Marc Gade
Technology Manager
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Fiber Optic Service Quote

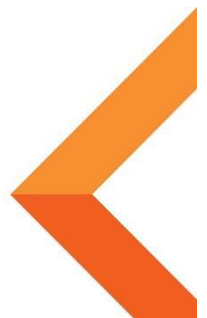
As requested, the quote for the City of Inver Grove Heights to join LOGIS Fiber Optic Service in 2023 is \$6,828.00 prorated to the effective start date. LOGIS invoices monthly for the service and this pricing is good till Dec. 31st, 2023. The cost is based on a per foot rate so additional network footage constructed or added the to the City of Inver Grove Heights owned network in 2023 will be used to calculate the cost for 2024.

LOGIS will provide Locate & Maintenance Services at a rate of \$.23 per foot utilizing the LOGIS contract with MP Nexlevel. This is a pass-through invoice that is billed by LOGIS to you quarterly.

I would like to thank you and the City of Inver Grove Heights for the opportunity to quote this service. If you have any questions, feel free to contact me.

Sincerely,

Chris Miller
Executive Director





Request for Council Action

SUBJECT: **Resolution Entering a Joint Powers Agreement with Dakota County for Final Design, Right of Way, and Jurisdictional Transfer for City Project No. 2016-17 - 117th Street Reconstruction.**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement (JPA) with Dakota County for the final design engineering, right of way acquisition, and jurisdictional transfer for City Project No. 2016-17 - 117th Street Reconstruction Improvements.

BACKGROUND

On February 8, 2021, the City of Inver Grove Heights and Dakota County entered into a Joint Powers Agreement (JPA) for a feasibility study and preliminary engineering for City Project No. 2016-17 - 117th Street Reconstruction Improvement Project. On February 7, 2023, the City Council held a public hearing, received the final feasibility report for the Project, and ordered the project improvements to proceed to final design. Subsequently, City staff have been working with Dakota County staff to draft a Joint Powers Agreement (JPA) for the final design engineering, right of way acquisition, and jurisdictional transfer of 117th Street between Rich Valley Blvd. and Trunk Highway 52 from the City to the County, while concurrently working to finalize a final design contract with SRF Consulting Group, Inc.

The JPA formally defines the responsibilities and obligations of the City and Dakota County with respect to the final design engineering, right of way acquisition, and jurisdictional transfer of 117th Street, including cost sharing and reimbursement, lead agency oversight, and ongoing maintenance responsibilities of 117th Street through substantial project completion. The key components of the JPA include:

1. The City will be the lead agency for final design engineering, and will be responsible for managing the consultant contract for the work.
2. The County will be the lead agency responsible for coordinating right of way acquisition, private utility relocation, and railroad agreements.
3. The County will take jurisdictional ownership of 117th Street by July 31, 2023. The City will remain responsible for roadway maintenance through substantial completion of the 117th Street reconstruction work, including plowing, pavement maintenance, pavement markings,

and signage.

At the time of agenda publication, staff from the City and County were finalizing details of the JPA as to form. The draft version is attached; a final version will be provided in advance of the Council Meeting.

FISCAL IMPACT

While there is no immediate fiscal impact related to the approval of the JPA, the JPA has detailed estimated cost responsibilities for each agency based on the cost estimates included in the feasibility report. The City will be responsible for project costs as follows, and as detailed in Exhibit 2 of the JPA:

1. 30% of the preliminary design, final design, and construction administration costs
2. 30% of the roadway and drainage (storm sewer) costs associated with the project improvements
3. 15% of the right of way, utility relocation, and railroad improvement costs
4. 100% of the City utility costs (water main and sanitary sewer)

Based on the construction costs estimated in the feasibility report, the overall City responsibility is estimated at 38.6% of the total project construction costs. The City will request reimbursement for the County's share of the final design costs as the Project work progresses, and the County will do the same for their lead responsibilities.

RECOMMENDATION

Staff recommends adoption of the attached Resolution to enter into a Jurisdictional Transfer Agreement with Dakota County for the final design engineering, right of way acquisition, and jurisdictional transfer of 117th Street for City Project No. 2016-17 - 117th Street Reconstruction Improvements.

ATTACHMENTS

1. Resolution Approving Final Design JPA for Project No. 2016-17
2. Joint Powers Agreement (Draft)

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWER AGREEMENT WITH DAKOTA COUNTY FOR FINAL DESIGN
ENGINEERING, RIGHT OF WAY ACQUISITION, AND JURISDICTIONAL TRANSFER FOR
PROJECT NO. 2016-17 – 117TH STREET RECONSTRUCTION IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Joint Powers Agreement (JPA) for the feasibility study and preliminary engineering for City Project No. 2016-17 – 117th Street Reconstruction Improvements (Project) on February 8, 2021; and

WHEREAS, the City Council held a public hearing, received the feasibility report for the Project, and ordered the improvements on February 27, 2023; and

WHEREAS, the City and County desire to complete final design engineering, right of way acquisition, and jurisdictional transfer of 117th Street from Rich Valley Blvd. to Trunk Highway 52; and

WHEREAS, the City and County desire to clearly define the responsibilities and obligations of each agency arising from the Project work via a Joint Powers Agreement.

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

1. The City of Inver Grove Heights enter into a Joint Powers Agreement with Dakota County for the final design engineering, right of way acquisition, and jurisdictional transfer for Project No. 2016-17 – 117th Street Reconstruction Improvements.
2. The Mayor, City Clerk, and other officials noted as signatories within the Joint Powers Agreement are hereby authorized and directed to execute the agreement, and thereby assume for and on behalf of the City all the contractual obligations contained therein.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of May 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

City Project No. 2016-17
County Project No. 32-65 (ST00006)
DCA20345
May 8, 2023
Dakota County Contract No.
DCA20345

**JOINT POWERS AGREEMENT FOR
FINAL DESIGN ENGINEERING, RIGHT OF WAY ACQUISITION, AND JURISDICTIONAL TRANSFER
FOR 117TH STREET RECONSTRUCTION PROJECT**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 32-65 (ST00006)

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2016-17

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to final design engineering, right-of-way acquisition and jurisdictional transfer and county state-aid designation, of 117th Street between Rich Valley Boulevard and east ramp of the US 52/117th Street Interchange, including intersection improvements at Rich Valley Boulevard, modernization based on the results of Preliminary Engineering Design between Rich Valley Boulevard and Flint Hills Resources access, and pavement preservation improvements (mill and overlay) between the Flint Hills Resources access and Courthouse Boulevard (excluding the US 52 bridge) all in Inver Grove Heights, Dakota County.

THIS JOINT POWERS AGREEMENT (the "Agreement"), made and entered into by and between the County of Dakota, referred to in this Agreement as "the County" and the City of Inver Grove Heights, referred to in this Agreement as "the City" and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City and the County have been working together for several years to plan for the reconstruction of 1.03 miles of 117th Street as a divided 2-lane County State Aid Highway, including pavement preservation improvements for 117th Street from Flint Hills Resources Refinery access to the east ramp of TH 52/117th Street interchange in Inver Grove Heights, Dakota County, including required utility relocation and the installation and extension of City water and potentially City sewer to the properties abutting the 1.03 mile segment of 117th Street (the "Project"); and

WHEREAS, the City and County have previously entered into a Joint Power Agreement for preliminary design of the Project, and have received the preliminary design plans for the Project and identified the anticipated overall costs of the Project, which are identified on Table A in Exhibit 2, attached hereto and incorporated herein by reference; and

WHEREAS, the County and City have both included the planned jurisdictional transfer of 117th Street to the County in their 2040 Comprehensive Plans; and

WHEREAS, the Project will enhance transportation system efficiency and mobility, reduce access points, improve roadway safety, and facilitate the phased development of an essential east-west County State Aid Highway corridor within the region; and

WHEREAS, Federal funding in the amount of \$8,000,000 has been received in the form of a grant which is proposed to cover a portion of utility relocation and construction costs as part of the Project; and

WHEREAS, the proposed improvements constructed as part of the Project will serve as a basis for the jurisdictional transfer of 117th Street from the City to the County, consistent with the current adopted Dakota County 2040 Transportation Plan; and

WHEREAS, staff recommends a joint powers agreement between the County and City to define the final design, right of way needs, project cost participation, including Federal funding, and jurisdiction transfer at this time, with the understanding that an additional joint powers agreement will be required prior to the awarding of a contract for the construction of the Project; and

WHEREAS, it is considered mutually desirable to transfer jurisdiction of the following road segment to the County prior to the construction of the Project, and for the County to designate this segment as a county state-aid highway:

that portion of 117th Street in the City of Inver Grove Heights beginning at the intersection of County State Aid Highway (CSAH) 71(Rich Valley Boulevard) and 117th Street in Section 33, T27N, R22W, thence easterly along 117th Street to the intersection of 117th Street and US 52 east ramp () and there terminating in Section 34, T27N, R22W in Inver Grove Heights (the segment is hereinafter referred to as "Future CSAH 32 Segment"); and

WHEREAS, Minn. Stat. Section 162.02, Subd. 7 and 8 permits a county board to establish a county state-aid highway upon any established road with the approval of the governing city; and

WHEREAS, the County intends to designate county state-aid highway status on 117th Street as CSAH 32 and to including it in its county highway system; and

WHEREAS, the County and City desire to define the responsibilities and obligations that will result from this road jurisdictional transfer and designation and to define the responsibilities and obligations of the City and County related to completion of final design engineering and right of way acquisition for the Project; and

WHEREAS, the County and the City have completed a preliminary engineering design layout attached hereto as Exhibit 1 and incorporated herein by reference (the "Layout") that will be the basis for the final design engineering of the Project; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said final design engineering,

jurisdictional transfer, and right-of-way acquisition (the “Final Design Engineering, Jurisdictional Transfer, and Right-of-Way Acquisition”).

WHEREAS, the County and City agree to enter into a separate joint powers agreement following contract bidding but prior to contract award for construction of the Project.

NOW, THEREFORE, it is agreed that the County and the City will share project responsibilities and jointly participate in the Project costs associated with Final Design Engineering, Jurisdictional Transfer, and Right-of-Way Acquisition for the Project, including intersection improvements at Rich Valley Boulevard, modernization based on the results of the preliminary engineering design Layout between Rich Valley Boulevard and Flint Hills Resources access, and pavement preservation improvements (mill and overlay) between the Flint Hills Resources access and Courthouse Boulevard (excluding the US 52 bridge) all in Inver Grove Heights, Dakota County, and the City and County hereby agree as follows:

1. Administration: The City is the lead agency for implementation, execution and completion of the final design engineering for the Project including public engagement and development of grant proposals for relevant funding opportunities approved by the City and County for this Project. The County is the lead agency for implementation, execution and completion of the right-of-way acquisition for the Project including utility relocation agreements for private utilities within their own easement, Union Pacific Railroad agreements and jurisdictional transfer of 117th Street. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.

2. Cost Share. After application of all applicable cost sharing provisions of this Agreement and current adopted County Transportation Plan Cost Participation Policies as documented in the Dakota County 2040 Transportation Plan (July 2021) beginning on Page 4-18 with cost-participation Policy F.1, the County will participate in the with Final Design Engineering, Jurisdictional Transfer, and Right-of-Way Acquisition for the Project as summarized in Exhibit 2 attached hereto based on the funding breakdowns noted in Table 4 of the Dakota County Highway Cost Share Policy Overview that falls under Section F.1 Cost Participation - Roadway and as defined in of that chapter and as described in the following paragraphs.

Dakota County 2040 Transportation Plan cost sharing policies F.1 through F.19 the County will participate in Final Design Engineering, Jurisdictional Transfer, and Right-of-

Way Acquisition for the Project as defined below after deducting federal and state cost participation amounts.

Final Design Engineering, Jurisdictional Transfer, and Right-of-Way Acquisition costs for the Project shall be shared in the amount of 70% by the County and 30% by the City based on county policy F.1 Cost Participation - Roadway and F.14 Cost Participation – Future County Road Segments. Right of Way including Utility Relocation shall be shared in the amount of 85% by the County and 15% by the City, in accordance with County cost sharing policy F.3 Cost Participation - Right-of-Way. In accordance with cost sharing policy F.14 Cost Participation – Future County Road Segments the County share is based on the cost to reconstruct 117th Street to county standards, over and above the costs that would have been incurred to reconstruct the existing 117th Street city collector street to city collector standards.

The City of Inver Grove Heights and Dakota County have independently requested state bonding money for their respective cost share for the Project. This money, if received as independent requests through legislative bonding in 2023, will be considered local funds in the amount requested and received by each Party. Should the money requested by each Party be combined into a single bonding bill or appropriation, or the money be directly appropriated as a cash bill outside the bonding process, the Parties agree to review and amend this Agreement, or enter into a subsequent agreement that allocates any such combined funding received from the State to the Parties' respective Project Costs in a mutually agreeable manner.

3. Engineering Costs. The county will participate in engineering costs for 117th Street and associated improvements as F.14 Cost Participation – Future County Road Segments Replacement and Modernization 2- to 3-Lane Modernization. “Engineering Costs” shall be defined as design engineering costs, including public involvement, agency involvement, preliminary/final design, plans, specifications and proposal, surveying, mapping, consultant engineering, right-of-way mapping, including the cost of County and City staff time for these purposes, (collectively, “Engineering Costs”).

4. Municipal Construction Items. It is understood that for efficiency and cost effectiveness, the City is including elements exceeding the City's Municipal State Aid Street standards, such as City watermain and sanitary sewer extensions to be potentially included in the Project. The City shall be responsible for 100% of the costs of City watermain and sanitary sewer extensions that are eventually constructed as part of the Project, while relocation of existing public utilities and installation of new storm sewer

required for the Project work will be paid for in accordance with the cost share percentages noted in Item 2 and as further detailed in a subsequent joint powers agreement.

5. Right-of-Way Acquisition. The County will undertake all actions necessary to acquire all permanent and temporary road right-of-way, all right of way for trails, drainage and ponds, and water pollution control best management practices necessary for the Project. The City shall convey to the County, at no cost, effective on the title and possession all necessary public easements, and right of way necessary for Project purposes, on all adjacent City-controlled or dedicated real property for Project purposes, including the right to grade within drainage, utility, and ponding easements. Upon completion of the Project, the ownership of drainage and ponding easements and permanent right of way for City streets shall be owned by the City.

6. Plans, Specifications and Award of Contract. The City shall be the lead agency for the preparation of plans and specifications for the Project consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. Concurrence with the plans and specifications is required prior to advertising for bids. The County shall be the lead agency to advertise and award the construction contract. Within seven (7) days of opening bids for the construction contract, the County shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the State and City in the award of the construction contract to the lowest responsible bidder. The County shall also provide the City a detailed estimated cost split breakdown based on the cost splits as defined in Exhibit 2. Upon written receipt of concurrence from the State and the City in the bids and the estimated cost splits, and following the City and County entering of a subsequent joint powers agreement for construction of the project, the County may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement..

7. Construction Standards. The contract specifications for construction, including traffic control, shall be in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City.

8. City Utilities. The City shall be responsible for the maintenance of all City utilities after the completion of the Project.

9. Project Cost Updates. The County will provide updated cost estimates for right of way acquisition, utility relocation, and construction costs to the City showing the County and City's shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates for the aforementioned items will also be provided by the County to the City at the following times:

- Prior to approval of the appraised values for any necessary right-of-way acquisitions,
- Upon completion of the 60% plans,
- Prior to advertising a construction contract,

Project cost estimate updates include actual and estimated costs for right-of-way acquisition, utility relocation and construction.

The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project cost estimates.

10. Payment. The City will administer the Final Engineering Design contract and act as the paying agent for all payments to the consulting design engineers. The County will administer the right of way acquisition and act as the paying agent for all payments for right of way acquisition needs and the construction contract. Payments to the consulting design engineers will be made as the Project work progresses and when certified by the City Public Works Director. Payments for right of way acquisition will be made as the Project work progresses and when certified by the County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If a claim is incorrect, defective, or otherwise improper, the receiving agency must notify the invoicing agency within ten days of the date of receipt. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

11. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements for the Project must be approved by the Authorized

Representative of each party prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

12. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.

13. Construction. A separate joint powers agreement will be executed between the Parties for construction for the roadway improvements as determined by the final design documents. The construction joint powers agreement will be finalized prior to award of any construction contract.

14. Final Acceptance Requirement in Construction Contract Documents. Final acceptance of the Project must be approved by both Parties. The City requires a maintenance bond from the Contractor for the installation of City infrastructure (street and utilities) to be installed with the Project. The warranty period for materials and workmanship shall be two years from the date of final acceptance by the City. These requirements shall be included in the bidding documents for the Project.

15. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2028.

16. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.

17. Jurisdictional Transfer. Jurisdictional transfer of 117th Street will take place before completion of the Engineering Final Design and commencement of construction of the Project, and shall occur on or before July 31, 2023. The County shall designate, and the City shall consent to county state-aid designation of 117th Street (Future CSAH 32) Segment.

The transfer of jurisdiction to the County and county state-aid designation notwithstanding, the City agrees to be responsible for maintenance of 117th Street,

including, but not be limited to, snow and ice removal, debris removal, signage, traffic signal maintenance, pavement markings, boulevard mowing, street sweeping and pavement repairs until the substantial completion of the Project, as to be defined in the construction contract documents.

The County recognizes that the three existing traffic signals located at 117th Street and Clark Road, 117th Street and TH 52 southbound ramps, and 117th St. and TH 52 northbound ramps/Courthouse Blvd Frontage Road are to become the responsibility of the County following substantial completion of the Project. The City and State Department of Transportation (MnDOT) have agreements detailing the respective maintenance responsibilities for these signals that have been provided to the County for reference. Prior to substantial completion, the County will coordinate with MnDOT regarding drafting new maintenance and/or ownership agreements for these signal systems.

18. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Each Party shall include the other Party as additional insured in the contract documents.

19. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City.

Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of partners or joint ventures between the County and City, nor shall the County be considered or deemed an agent, representative, or employee of City and City shall not be deemed an agent, representative, or employee of the County.

20. Audits. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.

21. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the construction provided for in this Agreement together with each party's indemnification obligations.

22. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Erin Laberee,
Dakota County Engineer (or successor)
14955 Galaxie Ave. 3rd floor
Apple Valley, MN 55124
Office: 952-891-7122
Erin.Laberee@co.dakota.mn.us

Brian Connolly,
Public Works Director (or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2571

bconnolly@ighmn.gov

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body's policies and procedures. The parties shall promptly provide notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

All notices or communications required or permitted by this Agreement shall either be hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed completed two business days after the date of mailing.

[SIGNATURE PAGES TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Brian Connolly
Its: Public Works Director

By _____
Brenda Dietrich
Its: Mayor

APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Erin Laberee
Its: County Engineer
Director

By _____
Georg Fischer
Its: Physical Development

Date _____

APPROVED AS TO FORM:

Assistant County Attorney
KS-17-345; KS-17-346

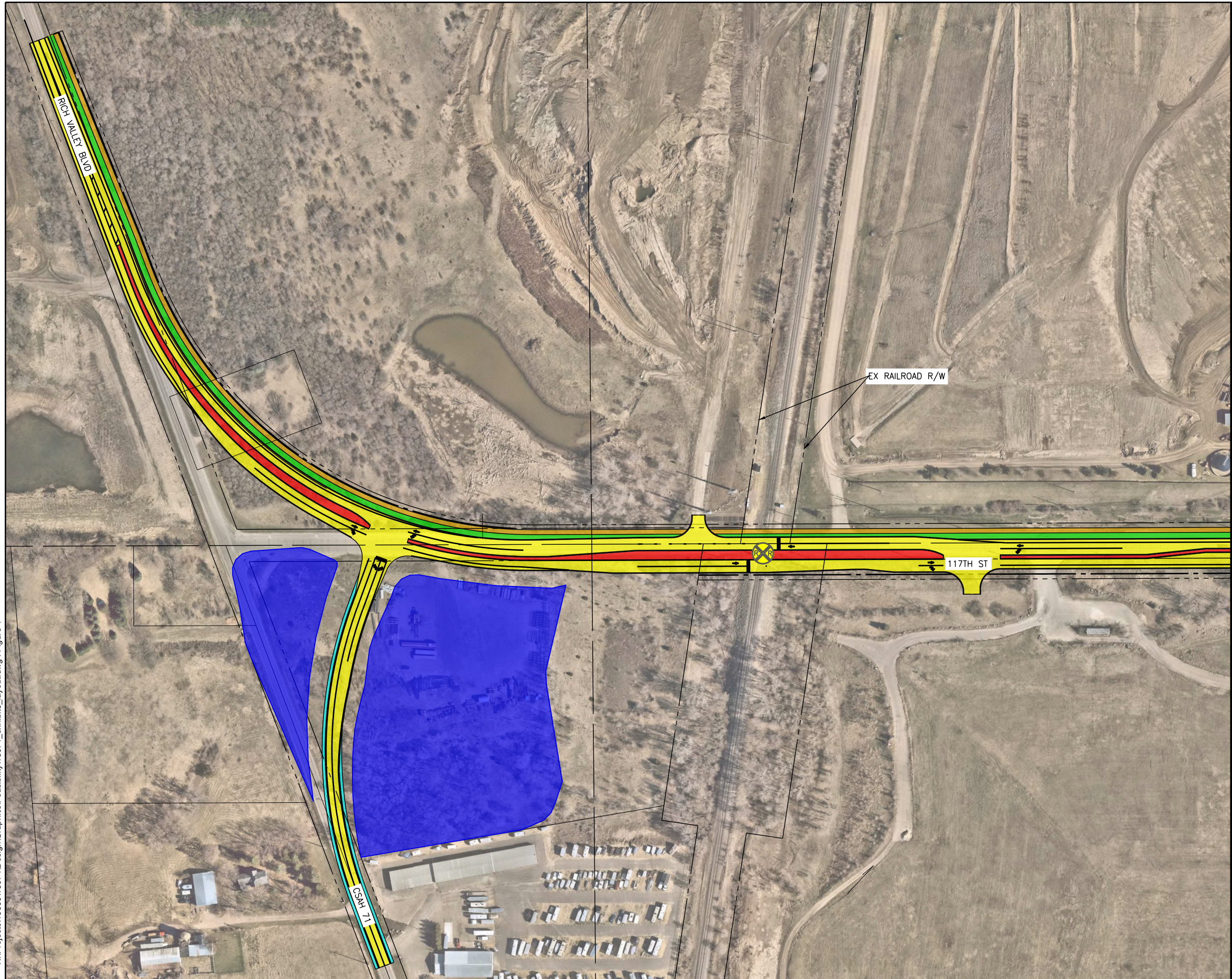
Date

COUNTY BOARD RESOLUTION

No. 23-075 Date: February 28, 2023

EXHIBIT 1
Preliminary Engineering Design Layout

H:\Projects\13000\13074\Design\Graphics\Feasibility\13074_exhibit3_layout.dwg : Figure 1



MATCHLINE
SEE FIGURE 2

EXHIBIT 1

117TH Street Reconstruction Project
City Project 2016-17, Dakota County Project 32-65
SP # 178-020-032

City of Inver Grove Heights

Figure 1

LEGEND

- BITUMINOUS ROADWAY
- ROADWAY BOULEVARD
- RAISED MEDIANS
- CURB & GUTTER
- BITUMINOUS TRAIL
- RETAINING WALL
- MILL & OVERLAY
- SHOULDER
- STORMWATER BMP POND
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- EXISTING SIGNAL
- RAILROAD CROSSING



0 100 200
SCALE IN FEET



SEE FIGURE 1
MATCHLINE

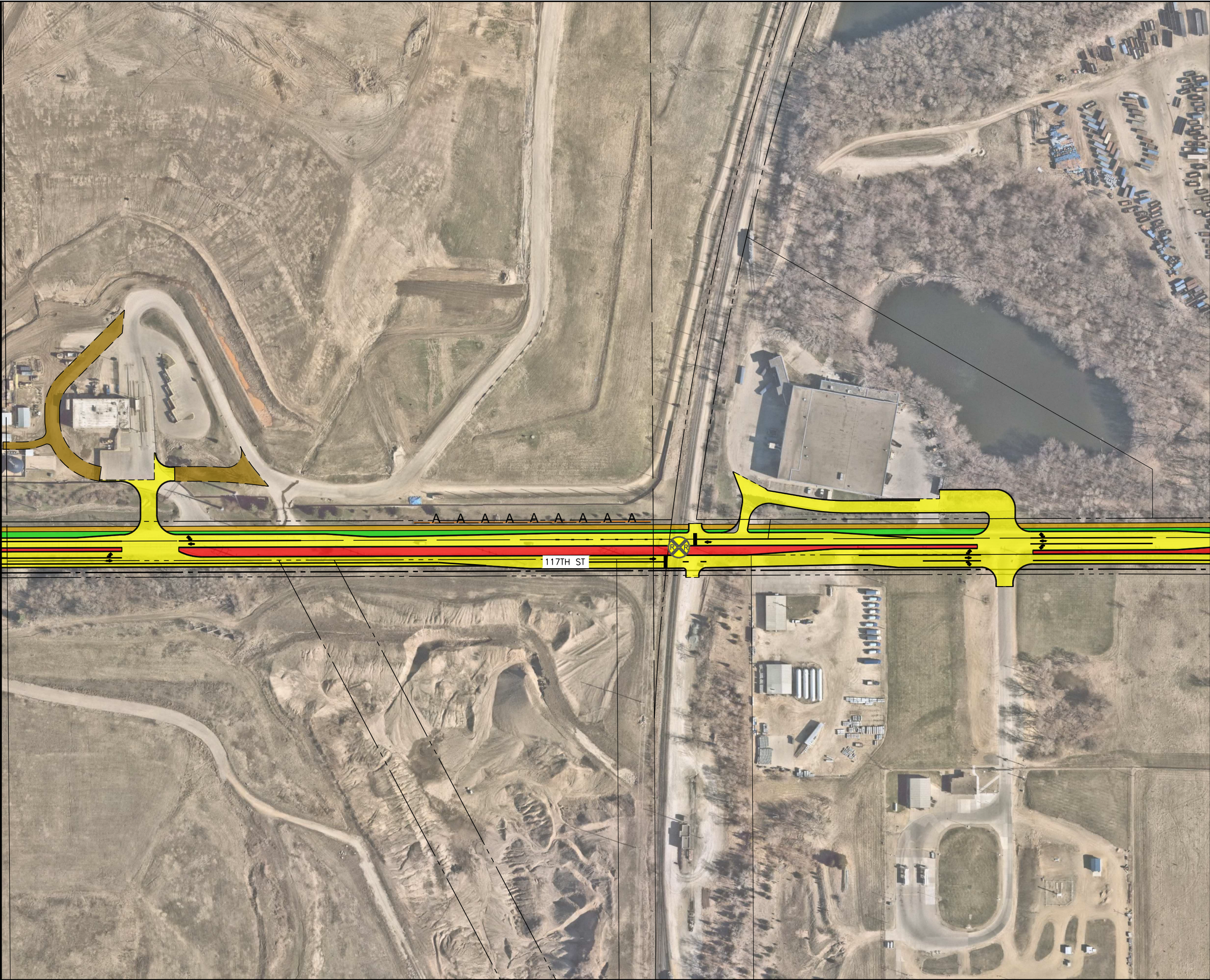


EXHIBIT 1

117TH Street Reconstruction Project
City Project 2016-17, Dakota County Project 32-65
SP # 178-020-032

City of Inver Grove Heights

Figure 2

LEGEND

-  BITUMINOUS ROADWAY
-  ROADWAY BOULEVARD
-  RAISED MEDIANS
-  CURB & GUTTER
-  BITUMINOUS TRAIL
-  RETAINING WALL
-  MILL & OVERLAY
-  SHOULDER
-  STORMWATER BMP POND
-  EXISTING RIGHT OF WAY
-  PROPOSED RIGHT OF WAY
-  EXISTING SIGNAL
-  RAILROAD CROSSING



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SCALE IN FEET



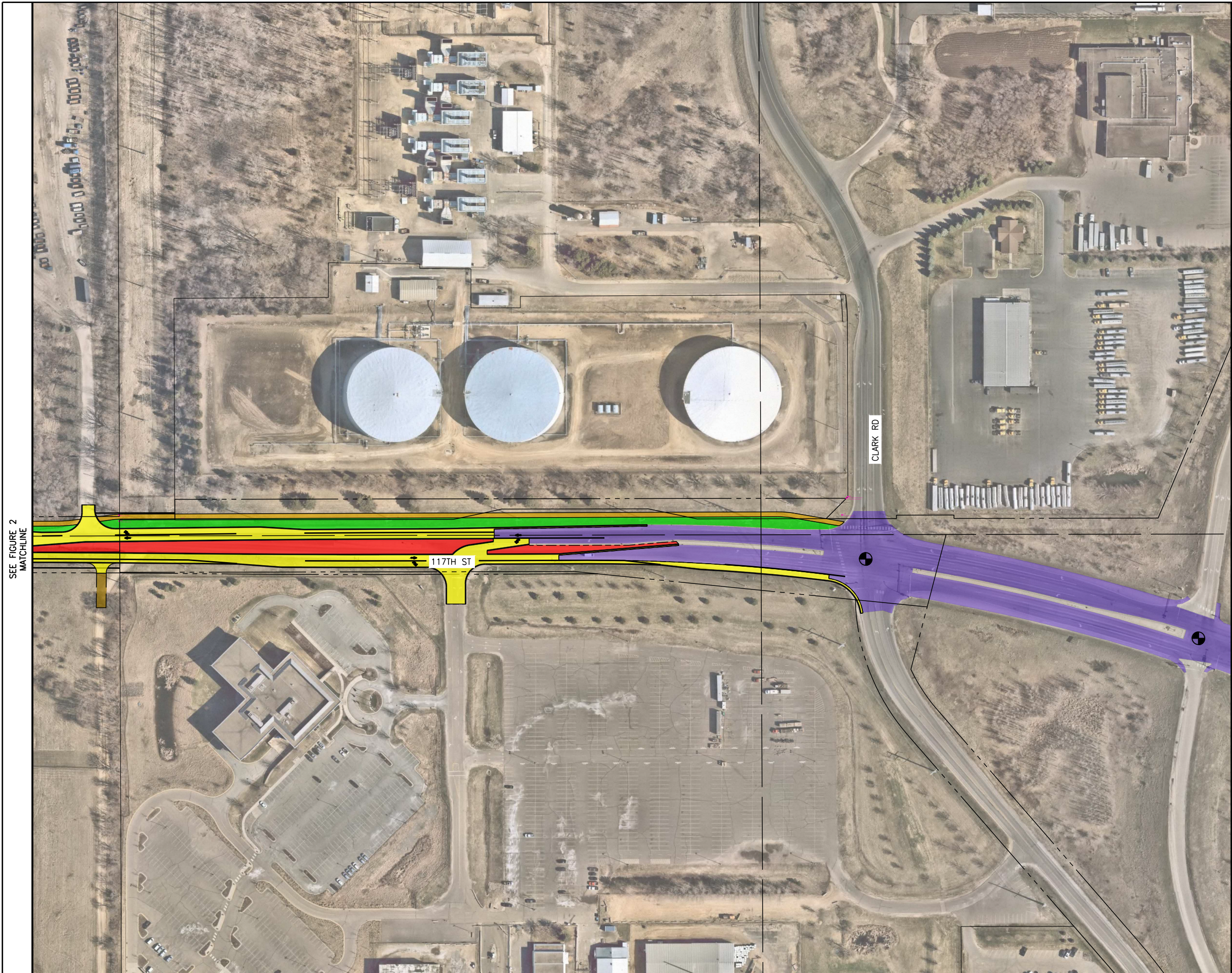


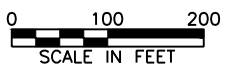
EXHIBIT 1

117TH Street Reconstruction Project
City Project 2016-17, Dakota County Project 32-65
SP # 178-020-032

City of Inver Grove Heights

Figure 3

LEGEND	
	BITUMINOUS ROADWAY
	ROADWAY BOULEVARD
	RAISED MEDIANS
	CURB & GUTTER
	BITUMINOUS TRAIL
	RETAINING WALL
	MILL & OVERLAY
	SHOULDER
	STORMWATER BMP POND
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	EXISTING SIGNAL
	RAILROAD CROSSING



SEE FIGURE 3
MATCHLINE



EXHIBIT 1

117TH Street Reconstruction Project
City Project 2016-17, Dakota County Project 32-65
SP # 178-020-032

City of Inver Grove Heights

Figure 4

LEGEND	
	BITUMINOUS ROADWAY
	ROADWAY BOULEVARD
	RAISED MEDIANS
	CURB & GUTTER
	BITUMINOUS TRAIL
	RETAINING WALL
	MILL & OVERLAY
	SHOULDER
	STORMWATER BMP POND
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	EXISTING SIGNAL
	RAILROAD CROSSING



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SCALE IN FEET



EXHIBIT 2
Estimated Cost Splits

Table A: Estimated Overall Project Costs Split

* Dakota County 2022 averages...								
2 Lane Rural = \$2.36M/mile		\$2,360,000 per Mile						
"Collector"				STA 110+00.	STA 165+00.			
				From CSAH 71	To FHR Ent			
F.14 Cost Participation -								
Modernization-Future County Road		15%		85% of Difference		cost of collector		
Segments						+25% of difference		
Cost of 2 lane divided	\$13,913,845	100%	County =	\$9,737,185	City =	\$4,176,660		\$13,913,845
cost of collector	\$2,458,333	18%		70.0%		30.0%		
difference	\$11,455,512	82%						
	Total	City	County	MHFP	City Share	County Share	Cost Participation Policies	
Preliminary Design	\$774,000	\$232,339	\$541,661		30.0%	70.0%	F.1 percent of the construction costs share	
Final Design	\$969,475	\$291,017	\$678,458		30.0%	70.0%	F.1 percent of the construction costs share	
Construction Administration	\$1,454,212	\$436,526	\$1,017,686		30.0%	70.0%	F.1 percent of the construction costs share	
Right of Way	\$2,566,794	\$385,019	\$2,181,775		15.0%	85.0%	F.14 Cost Participation - Modernization-Future County Road Segments	
Utility Relocation & RR Agreements	\$1,000,000	\$150,000	\$850,000		15.0%	85.0%	F.14 Cost Participation - Modernization-Future County Road Segments	
Construction	Road & Drainage	\$14,665,636	\$2,000,892	\$4,664,744	\$8,000,000	30.0%	70.0%	F.1 percent of the construction costs share
	City Utilities	\$2,737,841	\$2,737,841			100%	0%	City utilities 100% City Cost
	\$24,167,958	\$6,233,634	\$9,934,324	\$8,000,000				
		25.8%	41.1%	33.1%				
Less MHFP	\$16,167,958	\$6,233,634	\$9,934,324					
		38.6%	61.4%					

Table B Financing Method (Feasibility Rpt Page 18)

	City Costs			Dakota County Costs	Minnesota Highway Freight Program (MHFP) Grant	Total
	Pavement Management - Local Streets (Fund 440)	Water Capital - Connection Fund (Fund 403)	Special Assessments			
Preliminary Design	\$151,021		\$81,318	\$541,661		\$774,000
Final Design	\$189,161		\$101,856	\$678,458		\$969,475
Construction Administration ⁽¹⁾	\$283,742		\$152,784	\$1,017,686		\$1,454,212
Right of Way Acquisition ⁽¹⁾	\$250,262		\$134,757	\$2,181,775		\$2,566,794
Utility Relocation Agreements	\$150,000			\$850,000		\$1,000,000
Railroad Crossing Agreements	\$16,000			\$34,000		\$50,000
Street & Storm Sewer Improvements ⁽¹⁾	\$69,935		\$1,914,962	\$4,630,744	\$8,000,000	\$14,615,641
Sanitary Sewer Improvements ⁽¹⁾			\$2,344,140			\$2,344,140
Watermain Improvements ⁽¹⁾		\$393,696				\$393,696
TOTAL	\$1,110,121	\$393,696	\$4,729,817	\$9,934,324	\$8,000,000	\$24,167,958

(1) Portion of Costs are Eligible for State Bonding



Request for Council Action

SUBJECT: **Resolution Awarding a Contract to SRF Consulting Group, Inc. for Final Design and Engineering Services for City Project No. 2016-17 - 117th Street Reconstruction**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, awarding a contract to SRF Consulting Group, Inc. for the final design and engineering services for City Project No. 2016-17 - 117th Street Reconstruction.

BACKGROUND

In February of 2021, the City of Inver Grove Heights and Dakota County entered into a Joint Powers Agreement to undertake the preliminary design of 117th Street. In April of 2021, the City and Dakota County selected the firm of SRF Consulting Group, Inc. (SRF) to perform the preliminary design engineering for the project. The preliminary design phase ended with a public hearing, held on February 27, 2023, where the Council accepted the feasibility study and ordered the project to proceed to final design.

As was noted in the public hearing presentation, the City and Dakota County have negotiated the final design scope and fiscal parameters between our respective agencies, and have been engaged in negotiations with SRF to complete the final design and construction bidding efforts for the project. Both City and Dakota County staff believe that SRF is in the best position to complete the final design effort for this project, having performed admirably on the preliminary design effort. Maintaining continuity in design staff who are familiar with the project parameters, design constraints and challenges of this corridor is critical in maintaining the project schedule and keeping the project moving forward through the final design.

SRF has submitted a proposal in the amount of \$937,547, and staff are recommending including a contingency value of \$40,000 to account for potential changes in scope and likely design and coordination challenges associated with projects of this size and nature. Such known challenges that have been difficult to accurately scope through the preliminary design phase include coordination with the railroad companies, potential environmental remediation needs associated with the adjacent industrial properties, and coordination of right-of-way acquisition needs, which the County will be managing directly.

FISCAL IMPACT

The total contract value with SRF for this project is \$977,547. Per the Joint Powers Agreement between the City and Dakota County for the final design effort, which as been included as a separate consent item on tonight's Council agenda, the City has a 30% (\$293,264) cost responsibility for the final design contract, while the County has a responsibility of 70% (\$684,283). As noted in the feasibility study, the total preliminary and final design cost was estimated at \$1,745,000. The cost for preliminary design efforts has been \$660,000 (cost to-date), leaving \$1,085,000 remaining for final design. The contract value with SRF, including the contingency value, is below this estimated amount. The 117th Street Reconstruction project is hosted in its own fund (Fund 436), and the design efforts are being funded on an interim basis through Pavement Management - Local Project Fund (Fund 440). These costs will be reimbursed from a combination of sources, including Dakota County (in accordance with the JPA), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), special assessments and potential successful state bonding or appropriation requests. These cost allocations will be defined with a formal project budget to be brought forth for City Council consideration following completion of final design.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the contract with SRF Consulting Group, Inc. for final design and engineering services for City Project No. 2016-17 - 117th Street Reconstruction.

ATTACHMENTS

1. Resolution Awarding Final Design Contract to SRF

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

**RESOLUTION ACCEPTING PROPOSAL FROM SRF CONSULTING GROUP, INC AND
AWARDING CONTRACT FOR FINAL DESIGN FOR PROJECT NO. 2016-17 – 117TH STREET
RECONSTRUCTION IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Joint Powers Agreement (JPA) for the feasibility study and preliminary engineering for City Project No. 2016-17 – 117th Street Reconstruction Improvements (Project) on February 8, 2021; and

WHEREAS, the City and SRF Consulting Group, Inc. (SRF) entered a Contract for preliminary engineering of 117th Street on April 12, 2021; and

WHEREAS, the City Council received the feasibility report for the Project and ordered the improvements on February 27, 2023; and

WHEREAS, City and County have entered into a Joint Powers Agreement (JPA) for the final design, right of way acquisition, and jurisdictional transfer of the roadway for the 117th Street Reconstruction project, defining cost sharing responsibilities; and

WHEREAS, as part of the final design JPA, the City will be the lead agency to oversee and manage the final design engineering for the Project; and

WHEREAS, City and County staff believe that SRF is in the best position and most qualified to complete the final design phase of the Project, in order to provide continuity and efficiency in the design effort, and to maintain a final design schedule in accordance with the feasibility report and requirements tied to existing project funding sources; and

WHEREAS, the City and County have engaged in direct negotiations with SRF to provide a negotiated final cost and contract for final design engineering for the Project; and

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

1. SRF Consulting Group, Inc's proposal in the amount of \$937,547.00 is hereby accepted for the final design of Project No. 2016-17 – 117th Street Reconstruction Improvements.
2. As part of the final design fee for the project, the Public Works Director is authorized to direct the use of contingency funds up to \$40,000 for changes in scope that may occur through the final design efforts.
3. The Mayor and City Clerk are hereby authorized and directed to enter a Professional Services Agreement with SRF Consulting Group, Inc. for Project No. 2016-17 in the not-to-exceed amount of \$977,547.

4. The cost for these services will be funded on an interim basis through the Pavement Management – Local Projects fund (Fund 440). Reimbursements for these costs will be from Dakota County (in accordance with the final design JPA) and via final project cost allocations identified at the conclusion of final design and construction contract award.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of May 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving Land Alteration Permit for S.M. Hentges & Sons, Inc. Associated with 70th Street (CSAH 26) / Argenta Trail (CSAH 63) Dakota County Construction Project**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Land Alteration Permit for S.M. Hentges & Sons, Inc. to perform short-term mining of approximately 80,000 cubic yards of material for the adjacent Dakota County roadway reconstruction project on 70th Street (CSAH 26) / Argenta Trail (CSAH 63).

BACKGROUND

Dakota County, in cooperation with the cities of Inver Grove Heights and Eagan, is reconstructing 70th Street W. (CSAH 26) and Argenta Trail (CSAH 63) from a two-lane roadway to a four-lane divided roadway. The contractor, S.M. Hentges & Sons, requested a variance to allow for short-term mining on a property directly adjacent to the construction site. The property to be mined is located along the north side of 70th Street, between Argenta Trail and Trunk Highway 3. The variance request was approved unanimously by the Council via Resolution 2023-082 on April 10, 2023. As part of the Resolution, certain conditions were placed on the approval related to the contractor's work and use of the mined materials.

In conjunction with the request for short-term mining, the contractor submitted a Land Alteration Permit (LAP) to excavate 80,000 cubic yards from the adjacent private property to use directly on the County construction project. City Code 9-4-1-2 provides the Public Works Director with the authority to approve LAPs, but only up to 10,000 cubic yards. Greater amounts require review by the Environmental Advisory Commission (EAC), and final approval by the City Council. On April 27, 2023, the EAC reviewed the LAP application and unanimously recommended approval, with conditions as recommended by staff.

The recommended conditions of approval, which are listed in the attached Council Resolution, include, but are not limited to:

- Mining work may take place only between the hours of 7:00 a.m. and 7:00 p.m., Monday thru Saturday;
- Mining may last no more than six months from the date of Council approval;
- All materials mined from the site must be used on the adjacent County road project and may not be trucked away to other road projects;

- No crushing of rock or gravel is allowed on the site;
- Communication must be sent to all adjacent property owners, including the name and contact information for a representative of the mining operation, should there be issues or concerns that come up.

FISCAL IMPACT

NA

RECOMMENDATION

Staff and the EAC recommend approval of the attached Resolution, approving the Land Alteration Permit for excavation and short term mining operations as defined therein.

ATTACHMENTS

1. Resolution to Approve LAP for Short Term Mining
2. SMH Land Alteration Permit App 3.24.23

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

**RESOLUTION APPROVING LAND ALTERATION PERMIT FOR SHORT TERM MINING
OPERATIONS SUPPORTING CONSTRUCTION OF THE 70TH STREET (CSAH 26) / ARGENTA
TRAIL (CSAH 63) COUNTY CONSTRUCTION PROJECT**

RESOLUTION NO. _____

WHEREAS, Under Resolution 23-082, The Council unanimously approved S.M. Hentges & Sons variance request to City Code 10-13G-6(E) for Short Term Mining, with conditions, and;

WHEREAS, S.M Hentges has subsequently applied for a Land Alteration Permit (excavation permit) related to the Short Term Mining operations, for 80,000 cubic yards, and;

WHEREAS, the Public Works Director has approval authority for Land Alteration Permits up to 10,000 cubic yards, and;

WHEREAS, the Environmental Advisory Commission provides recommendation on approval, for volumes over 10,000 cubic yards, and;

WHEREAS, the Environmental Advisory Commission reviewed the request on April 27, 2023 and unanimously recommended the council approve the Applicants Land Alteration Permit, with conditions;

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

1. The Land Alteration Permit is hereby approved for the excavation of material as it relates to Resolution 23-082 and all assigned requirements under that resolution and those listed below.
2. The following additional requirements assigned to this Land Alteration Permit as follows:
 - a. All material mined under this LAP is only allowed for use on the adjacent County project.
 - b. The mining and land alterations allowed under this permit are to be complete no later than six months after permit approval by City Council with no extensions granted.
 - c. No crushing of rock or gravel may occur on the Property.
 - d. The Applicant must comply with conditions of the project SWPPP, dated April 2023.
 - e. The Applicant will be responsible for performing weekly NPDES erosion control inspections as required by MPCA Construction Stormwater General Permit.
 - f. The Applicant is responsible for supplying the City Engineer with weekly NPDES reports.
 - g. The Applicant must mail written notice to all adjacent property owners. The written notice must include a description of the work being performed, a project schedule, and a contact name and phone number for a project contact authorized to represent the owner.

- h. The Applicant shall install erosion control to be inspected by the City Engineer prior to commencing work.
 - i. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall always be maintained so as not to create a nuisance. No Fueling, unloading, or running equipment can occur outside of these hours.
 - j. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
 - k. The Applicant is responsible for maintenance and restoration of any haul routes leaving the excavation or County project site as approved by City Engineer.
 - l. The City Engineer reserves the right to apply additional conditions.
3. The Applicant must submit the following fee and surety, as defined in the Land Alteration Permit application to cover City expenses and guarantee work to be performed, prior to the beginning operations:
- a. Fee: \$5,000
 - b. Surety: \$33,350

Adopted by the City Council of the City of Inver Grove Heights this 8th day of May 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2570
Engineering@ighmn.gov

Permit No. _____

APPLICATION FOR LAND ALTERATION PERMIT
(City Code 9-4-1)

Date of Application: 3/23/23

Date of Expiration (2 yrs. from initial application date): _____

Permit must be renewed 30 days or more prior to date of expiration.

Applicant

Applicant Name S.M. Hentges & Sons Inc.
Address 650 Quaker Ave, Jordan, MN 55352
Telephone 952-492-5700 Email joe.miller@smhentges.com

Contractor

☒ Check here if same as applicant.

Company Name S.M. Hentges & Sons Inc.
Contact Person Joe Miller
Address 650 Quaker Ave, Jordan, MN 55352
Telephone 952-492-5700 Email joe.miller@smhentges.com

Land Owner(s)

Land Owner Falcon Partners LP (Jon Riley)
Address 2320 Lexington Ave S, Mendota Heights, MN 55120
Telephone 612-751-2558 Email jonriley@condormgt.com

Site Address 1165 & 1285 70th St W

PID No. 20-28500-01-020 & 20-00600-78-012

Legal Description Lot 2 Block 1 Addition Garvey Addition
& East 660' of South 1353' of W1/2 of SE1/4 of Sec 6 Twn 27 Range 22

Description of Land Being Altered

Purpose of Land Alteration Short-Term Mining, See Plan Set by Sambatek dated March 22, 2023

Cubic Yards of Import 0 c.y Export 80,000 c.y.

Haul routes: Within Work Zone of County Road 26 (70th St W)

Approximate Start Date 5/15/23

Approximate Completion Date 10/20/23

Total Volume of Land Altered (cut & fill) 80,000 c.y.

***This quantity should be used to determine the permit fees.**

Building Permits (continued) Item Description	Code Section	License Period (if applicable)	2023 Fees
Land alteration permit			
Shoreland impact zones: 10 to 499 cubic yards (steep slopes)	10-13B-10		With building permit: no fee If no other permit: \$250
Shoreland impact zones: 50 to 499 cubic yards	10-13B-10		With building permit: no fee If no other permit: \$250
0 to 499 cubic yards	9-4-1-2 9-4-1-7 10-13J-5		No fee, no permit required
500 up to 999 cubic yards	9-4-1-2 9-4-1-7 10-13J-5		\$400
1,000 up to 10,000 cubic yards	9-4-1-2 9-4-1-7 10-13J-5		\$900
10,000 up to 99,999 cubic yards	9-4-1-2 9-4-1-7 10-13J-5		\$5,000
100,000 cubic yards or more	9-4-1-2 9-4-1-7 10-13J-5		\$10,000
All land alteration permits over 500 cubic yards require a cash escrow or letter of credit surety, based on the area disturbed, to guarantee final restoration	9-4-1-6.E		\$5,000 per acre Minimum \$10,000

CITY USE ONLY

Land Alteration Permit Fee \$ _____

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

Fee Notes:

- >The above fee does not include City expenses for environmental reviews such as: EAWs, AUARs, or EISs. The City reserves the right to collect additional costs if the project requires additional environmental reviews.
- >The surety/bond is to ensure satisfactory performance and compliance with the below stated stipulations. It shall be kept active until the completion of work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
- >All land alteration permits issued to a specific location shall be based on the cumulative quantity of earthwork as the final determination of fees. The City reserves the right to adjust fees based on cumulative quantities.

Required Attachments to Application

- ☐ Certification of Comprehensive General Liability Insurance.
- ☐ Plan sheet or sketch of property showing the below items:
 - ☐ All adjacent property indicating the existing buildings and/or structures.
 - ☐ The correct legal description of the premises.
 - ☐ Existing and proposed finished contours and elevations.
 - ☐ Existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures stabilization walls, retaining walls, cribbing, dams, or other protective items.
 - ☐ Calculations for and approximate quantities of excavation and/or fill required.

- ☐ Storm Water Plan, sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code Title 9, Chapter 5: Stormwater Management.
- ☐ A topographic map or plat of any proposed pit or excavation or excavation to be made showing the confines or limits thereof, together with the existing and proposed finished elevations.
- ☐ Method and schedule for restoration and measures to control erosion during and after work.
- ☐ Method of controlling dust.
- ☐ Upon the City's request, evidence that the material to be excavated or filled does not pose an environmental hazard and does not include any hazardous materials or contaminated soils.

Conditions of Approval (City Code 9-4, 9-5, 10-13, & 10-15)

1. Applicant must pay the fees established by resolution of city council.
2. The resultant grade and slopes at the property line must be in substantial conformity to the surrounding natural topography, to minimize erosion and provide sufficient drainage so that both natural and storm water enter and leave the property at the original natural drainage points.
3. Existing drainage and ponding patterns cannot be significantly altered so as to adversely affect adjoining land.
4. All slopes must be a minimum of four (4) feet horizontal to one (1) foot vertical, unless approved by the Director of Public Works.
5. Do not use concrete, asphalt, tree stumps, branches, or demolition debris (as defined in City Code 9-4-4) as fill material.
6. Fencing must be used around site when open excavation exceeds 20 feet and/or slope of 2:1, or greater.
7. The property must be graded so that no stagnant water collects thereon.
8. All exposed soil must be stabilized no later than 14 days after the construction activity has temporarily or permanently ceased.
9. Limit operations to the hours of 7:00 a.m. to 7:00 p.m., Monday- Saturday. Operations cannot interfere with the health and safety of surrounding residents and the premises must be maintained at all times so as not to create a nuisance.
10. Each day, or when required by the City, material from this operation that is found to exist on City streets needs to be cleaned to the City's satisfaction by the applicants.
11. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and established with vegetation (subject to approval by the City) to prevent erosion.
12. Total scope of work is to be completed within two (2) years unless a renewal is applied for and approved by the Engineering Department.
13. Upon completion of land alteration operations or expiration of this permit, an inspection

will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

**By signing this permit the property owner accepts responsibility for the operation and grants permission for land alteration operation.*

Joe Miller

Digitally signed by Joe Miller
DN: C=US, E=joe.miller@smheritages.com, O=SM Heritages &
Cons, OU=SM Heritages & Cons, CN=Joe Miller
Date: 2023.03.22 09:23:41-05'00'

Applicant's Signature

Date 03/22/2023

Property Owner's Signature

Date 3/24/2023

CITY USE ONLY

Recommended for Approval ☐ Yes ☐ No By _____ Date _____

Recommended for Approval ☐ Yes ☐ No By City Council Date _____

Bond No. _____ Date Bond Expires _____

Insurance Company _____ Date Insurance Expires _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	CONTACT NAME: Casey Olson	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan MN 55352	E-MAIL ADDRESS: Casey.Olson@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western National Mutual Insurance Co	
	INSURER B: Cincinnati Insurance Company	
	INSURER C: Homesite Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1254439450**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 5,000 ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPP1117243	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Hired Car ☒ Physical Dam			CPP1116033	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phys Dam \$ Actual Cash Val.
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			UMB1019135	5/23/2022	5/23/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCV1028665	5/23/2022	5/23/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Excess Liability x WN			EXS0616515	5/23/2022	5/23/2023	Excess of \$10,000,000 \$5,000,000
C	Excess Liability x CIN			CXP138067374	5/23/2022	5/23/2023	Excess of \$15,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company C is subject to statutes and regulations of surplus lines carriers. Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**Information
Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Council Action

SUBJECT: **Resolution Approving the Write-Off of Three Inter-Fund Loans**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the write-off of three inter-fund loans totaling \$1,393,953.87.

BACKGROUND

At the May 1 Council work session, staff presented an overview of the City's six existing interfund loans, with recommendations to change the status of four of them. Those recommendations were as follows:

- Write-off the \$324,613.77 balance remaining on the Community Center's loan from the Central Equipment Fund for 2016 Energy Improvements;
- Write-off the \$726,026.24 balance remaining on the Community Center's loan from the Central Equipment Fund for the 2016 Roof Repair/Replacement Project;
- Write-off the \$343,313.86 balance remaining on the Community Center's loan from the Central Equipment Fund for the 2018 East Rink Replacement Project;
- Accelerate the repayment schedule for the Golf Course's loan from the Central Equipment Fund for 2016 Course Improvements once results of the 2023 membership drive can be confirmed.

The three loans to be written-off total \$1,393,953.87. Given the Community Center is financially dependent on the Host Community Fund for all of its capital needs, any repayment of its loans requires additional funding from the Host Community Fund.

In the past year, staff and Council have made considerable efforts to concentrate the use of the Host Community Fund on only the highest of priority needs: continued support for Community Center operations and capital, ongoing contributions towards the City's Pavement Management initiatives, providing resources to help bridge a significant funding gap in the City's Storm Water activities, and setting money aside for a future Public Works Facility expansions and/or remodel.

Staff have reviewed the financial position of the city's Central Equipment Fund, which is the loaning fund in all of the above instances. The Fund is in a healthy position to write-off the three Community Center loans even without considering an accelerated Golf Course repayment schedule.

FISCAL IMPACT

The write-off of \$1,393,953.87 in interfund loans reduces the Community Center's liability along with any future financial draws from the Host Community Fund related to that liability. On the other hand, it will also reduce how much the Central Equipment Fund will collect from these original loans.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the write-off of three interfund loans totaling \$1,393,953.87.

ATTACHMENTS

1. Resolution

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE WRITE-OFF OF
THREE (3) COMMUNITY CENTER INTERFUND LOANS**

WHEREAS, there currently exist four interfund loans between the Community Center (borrowing fund) and Central Equipment Fund (loaning fund); and

WHEREAS, the Community Center receives an annual principal and interest payment from the City of Rosemount via a Joint Power Agreement to meet the financial obligations on one of these four interfund loans (2018 West Rink Replacement); and

WHEREAS, the Community Center receives an annual operating transfer from the Host Community Fund to bridge any financial gaps between revenues received and expenses incurred so therefore would rely on the Host Community Fund to provide the additional funding needed to meet ongoing repayment obligation on the remaining three loans; and

WHEREAS, staff and Council have made an effort to restrict the use of the Host Community Fund to only the highest of city priorities; and

WHEREAS, staff have analyzed balances in the Central Equipment Fund (loaning fund) and determined that the fund is in a healthy position to allow for the write-off of balances for the three loans that do not currently have a funding source for repayment, loans totaling \$1,393,953.87.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the following three interfund loan balances are written off:

2016 Energy Improvements	\$ 324,613.77
2016 Roof Repair/Replacement	726,026.24
2018 East Rink Replacement	<u>343,313.86</u>
	\$1,393,953.87

Adopted by the City Council of the City Inver Grove Heights, MN on May 8, 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Approving a Preliminary Plat and Variance for Rich Valley Ranch Subdivision (10093 Rich Valley Blvd)**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to approve the following requests for the property located at 10093 Rich Valley Boulevard (Staples - Case No. 23-12SV):

- 1) A Preliminary Plat for a four-lot subdivision to be known as Rich Valley Ranch.
- 2) A Variance to allow Lots 2, 3, and 4 without minimum lot frontage directly abutting a street.
 - Requires 3/5th vote
 - 60 day deadline: May 16, 2023 (1st 60-days)

BACKGROUND

The applicant is proposing to subdivide a 30.46 acre lot located at 10093 Rich Valley Blvd into four single-family lots. The property is zoned A, Agricultural, which requires a minimum lot size of five (5) acres. The property is guided Rural Density Residential. The four lot subdivision is consistent with the zoning and comprehensive plan designations. The proposed lots comply with the minimum lot size requirement. Each lot will have individual wells and septic systems. The applicant is proposing one shared access point off Rich Valley Boulevard. The Preliminary Plat shows Lots 2, 3, and 4 without frontage along Rich Valley Boulevard. A Variance is being requested for these lots to be created without the 30-foot minimum road frontage that is typically required.

The Variance request does not appear to have an adverse impact on the surrounding properties. The property is unique in that the lot is about 680 feet wide along the road, with 200 feet being under an easement. Designing a plat to comply with the road frontage requirements would create unusual flag-shaped lots and the potential need for other Variance requests. Additionally, the property is located along a county road and Dakota County will not allow additional access points for this subdivision. Therefore, the need to have a shared driveway would still be necessary, similar to what is shown on the proposed plat.

FISCAL IMPACT

NA

RECOMMENDATION

Staff: Staff recommends approval of all the requests with the conditions listed in the attached Resolutions.

Planning Commission: At the April 18, 2023, public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended approval of the requests with the conditions listed in the attached Resolutions.

Park and Recreation Advisory Commission: At the April 12, 2023, meeting, the PRAC recommended park dedication on this plat be cash-in-lieu of land. A cash fee of \$3,850 per lot would be required for the plat ($4 \times 3,850 = \$15,400$).

ATTACHMENTS

1. Resolution - Preliminary Plat
2. Resolution - Variance
3. Planning Commission Recommendation
4. Planning Report

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

RESOLUTION NO.

**A RESOLUTION APPROVING A FOUR LOT PRELIMINARY PLAT TO BE KNOWN AS
RICH VALLEY RANCH**

**CASE NO. 23-12SV
STAPLES LAND CO.**

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

LOT 20, BLOCK 2, FOREST RIDGE ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA.

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 18, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat of Rich Valley Ranch is hereby approved subject to the following conditions:

1. The final plat shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. A park dedication fee equal to \$15,400 (\$3,850 x 4) shall be paid to the City prior to release of the final plat.
3. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
4. Prior to commencement of any work on site, the final grading, drainage and erosion control, and storm water calculations shall be approved by the City Engineer.
5. A driveway access and maintenance agreement shall be drafted and submitted to the city for review prior to the release of the final plat.

6. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.

Passed this 8th day of May 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM LOT FRONTAGE
REQUIREMENTS**

**CASE NO. 23-12SV
(Staples Land Co.)**

Property located at 10093 Rich Valley Boulevard and legally described as follows:

LOT 20, BLOCK 2, FOREST RIDGE ACCORDING TO THE PLAT ON FILE AND OF
RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY,
MINNESOTA.

WHEREAS, an application has been received for a Variance from the minimum road
frontage requirements for Lots 2, 3, & 4 in the proposed Rich Valley Ranch plat;

WHEREAS, the afore described property is zoned A, Agricultural;

WHEREAS, a Variance may be granted by the City Council from the strict application
of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards
imposed in the variance so granted where practical difficulties or particular hardships result
from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-
3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the
request on April 18, 2023 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the
following findings:

- The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- The variance request does not appear to have any adverse impacts on the neighboring properties.
- The site is unique in that the lot is about 680 feet wide along the road, with 200 feet being under an easement. Designing a plat to comply with the road frontage requirements would create unusual flag lots and the potential need for other variance requests.
- The property is located along a county road. Dakota County would not allow four separate driveway locations off this property, therefore

creating flag lots to comply with the ordinance would not be a benefit for the subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow Lots 2, 3, & 4 in the Rich Valley Ranch plat without road frontage is hereby approved subject to the following condition:

1. An access easement shall be demonstrated on the plat providing access to all lots. A driveway access and maintenance agreement shall be drafted and submitted to the city for review prior to the release of the final plat.

Adopted by the City Council of Inver Grove Heights this 8th day of May 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 18, 2023

SUBJECT: Consider a request by Staples Land Co. LLC, 10093 Rich Valley Boulevard, for a Preliminary Plat and Variance from lot frontage for a four-lot subdivision to be known as Rich Valley Ranch. (23-12SV)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Staples Land Co. LLC., Case No. 23-12SV. This request involves property located at 10093 Rich Valley Boulevard and consists of a preliminary plat for a four-lot subdivision known as Rich Valley Ranch and variances for the minimum lot frontage requirements for Lots 2, 3, and 4 and any other related variances. Notices were mailed to 72 property owners on March 31, 2023. Commissioner Clancy stated that he needed to recuse himself from this vote due to a conflict of interest from the city and the applicant.

Presentation of Request

Associate Planner Heather Botten discussed the request zoned agricultural, located on the west side of Rich Valley Boulevard off of Adam Avenue. The applicant proposes subdividing the lot into four single family lots. The lot is 30.46 acres in size with proposed lot sizes between 5 to 10 acres. The property is zoned agricultural which requires a minimum of five acres per lot for the subdivision. The preliminary plat shows lots 2, 3, and 4 without direct road frontage to Rich Valley. Due to this, the applicant requests variances for the three lots because they do not meet the 30-foot required road frontage.

The proposed four lot subdivision is consistent with the zoning and comprehensive plan designations. There is a 200-foot NSP easement that runs along the northern part of the property. There would be four building pads on the proposed lots. The applicant proposes one shared access point off of Rich Valley Boulevard. The location of this access has received a variance from Dakota County to allow all four lots access to the shared driveway. Engineering has reviewed the plans and are working with the applicant on finalizing any stormwater management on the site. Park dedication would be cash in lieu of land. The applicant has requested the city consider vacating a trail easement that runs along the northern part of the property. The Parks and Recreation Director has suggested the city retain this easement for possible future trail. To note, there is not an actual trail proposed at this time.

A variance is requested for lots 2, 3, and 4. The lot sizes proposed are not out of character for the neighborhood and are consistent with the comprehensive plan. The property is unique because there is 680 feet of frontage with over 200 feet of that under easement. Designing a plat that complies with the road frontage requirements would have flag lots and may trigger the need for other variances such as minimum width requirements. The property is located along Rich Valley Boulevard, a county road. The county would not allow additional access points. Even if the lots were configured differently, they would still need to have a shared access point.

Based on the information presented and included in the staff report, staff supports the plat and variances as proposed with the conditions listed. Staff has heard from three residents; two had

general questions, and one stopped in inquiring if there were any changes from the neighborhood meeting held last year.

Planning Commission Discussion

Commissioner Weber questioned if there were multiple neighborhoods on Rich Valley Boulevard that have shared access, the variance for this is not uncommon along Rich Valley. The trail easement was news to him, he lives in the area. He questioned where the trail would go to the west. He said there was a road easement off Agatha Avenue. He asked if that would stay existing because there was no connection here or if it would be vacated to a cul de sac.

Associate Planner Botten replied the road frontage variances are not uncommon. She addressed the trail direction to the west stating it doesn't go anywhere. She said that Agatha Avenue has not been decided yet, it would likely be a decision the City Engineer would make.

Commissioner Weber mentioned a concern that was voiced to him was if there was a deeded easement, what stops Lot 4 from bringing a driveway through from that road.

Associate Planner Botten replied topography is a challenge. The applicant looked at access points going off of Adam and Agatha and found that it was not feasible. She suggested having the Public Works Department look into this.

Commissioner Wippermann asked if the properties would be zoned E-1.

Associate Planner Botten replied they would not, they would stay agricultural.

Opening of the Public Hearing

Danielle H. Staples, 10093 Rich Valley Boulevard, stated she has read and understands the report. She said they envisioned using the land to enrich their own families and give back to the Inver Grove Heights community. She said her dad was the Inver Grove Heights Baseball President Association for many years, they spent a lot of time at Rich Valley Park playing Heat Soccer. When the land nearby was available in 2022, they jumped at the chance. Since then, they have been working with city staff, engineers, Dakota County engineers, and numerous environmental experts to find the best way to subdivide the property. In their opinion, four lots was a better use of the land. They have worked to place a shared driveway onto County Road 71 and settled on a design that exceeds safety requirements. They opted to create a 24-foot-wide road for the access point. She said they would appreciate the Commissions support of the subdivision.

Chair Niemioja closed the Public Hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Challeen, to approve the preliminary plat with the six conditions listed for property located at 10093 Rich Valley Boulevard, Staples Land Co. LLC., Case No. 23-12SV.

Motion carried (6/0).

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the variance for the minimum road frontage for lots 2, 3, and 4, subject to the one condition listed, with the rationale and practical difficulty listed for property located at 10093 Rich Valley Boulevard, Staples Land Co. LLC., Case No. 23-12SV.

Recommendation to City Council
April 18, 2023
Page 3

Motion carried (6/0). This item goes before the City Council on May 8, 2023.



Planning Commission Report

MEETING DATE:	April 18, 2023
CASE NO:	23-12SV
APPLICANT:	Staples Land Co., LLC
PROPERTY OWNER:	Same as Applicant
REQUEST:	Preliminary Plat and Variance from lot frontage
LOCATION:	10093 Rich Valley Boulevard
COMPREHENSIVE PLAN:	RDR, Rural Density Residential
ZONING:	A, Agricultural
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

1. Preliminary Plat for a 4-lot subdivision to be known as Rich Valley Ranch.
2. A Variance from Section 11-3-7.C to allow Lots 2, 3, and 4 without minimum lot frontage directly abutting a street.

BACKGROUND

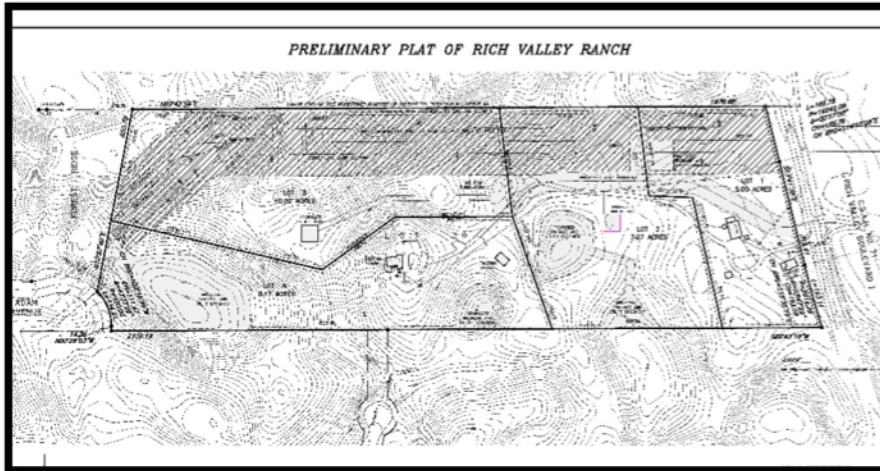
The applicant is proposing to divide the 30.46 acre lot into four single-family lots, with lot sizes ranging from 5 to 10 acres. The property is zoned A, Agricultural, which requires a minimum lot size of five (5) acres. The proposed lots meet the minimum lot size requirement. Each lot will have individual well and septic systems. The applicant is proposing one shared access point off Rich Valley Boulevard. The Preliminary Plat shows Lots 2, 3 and 4 without direct road frontage. A Variance is being requested for the lots without the 30-foot minimum road frontage.

EVALUATION OF REQUEST

The following Land Uses, Zoning Districts and Comprehensive Plan designations surround the subject property:

North, South, East, and West: Single-family Residential; Zoned: A, Agricultural or E-1, Estate Residential; Guided: RDR, Rural Density Residential.

PLAT REVIEW



Zoning and Comp Plan Consistency.

The property is zoned Agricultural and guided Rural Density Residential. The proposed four-lot subdivision is consistent with the zoning and comprehensive plan designations.

Neighborhood Compatibility.

The request does not appear to have any adverse impacts on the neighboring properties as the surrounding properties are all Rural

Density and single-family lots.

Lots & Blocks.

The applicant is proposing a four-lot plat. All four lots comply with the minimum lot size of five acres and the minimum lot width of 200 feet at the building pad location. There is a 200-foot NSP Easement that runs along the northern part of the property. The applicant has demonstrated that a reasonable-sized building pad would fit on all lots.

Access.

The applicant is proposing one access point off Rich Valley Blvd (CSAH 71). The location of the access received a Variance from Dakota County to allow all four lots to access off Rich Valley Boulevard. The Variance was required due to access restrictions on the parcel from a previous plat. A Driveway Easement and Maintenance Agreement would be required over Lots 2, 3 and 4 to benefit the lots without road frontage.

City Staff Review.

Engineering has reviewed the request and has made recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report. A Stormwater Management Plan has been developed to ensure overall runoff from the site is reduced and that the quality of water leaving the site removes pollutants as required by the City of Inver Grove Heights.

Water generally leaves the site to the north and west. The proposed pond area will treat the new paved driveway. This will include regrading and paving. The applicant shall continue to work with the Engineering Department to receive final approval of plans.

The Chief Building Official has reviewed the plat, has been on-site, and has stated the soils are suitable for septic systems.

The Park and Recreation Commission reviewed the plat at their meeting on April 12, 2023. The Park Dedication on this plat would be cash-in-lieu of land. Prior to release of the Final Plat for filing with Dakota County, a cash fee of \$3,850 per lot would be required for the plat (4 x 3,850 = \$15,400).

The applicant has requested that the City consider vacating a Trail Easement that runs along the northern part of the proposed property. The Park and Recreation Director commented that the City prefers to retain the Easement for a possible future trail. Particularly, as this Easement contains other Utility Easements. The City does not currently have a trail planned within this Easement and does not anticipate one in the near future.

VARIANCE

A Variance is being requested from City Code, Section 11-3-7.C, to allow Lots 2, 3 and 4 without lot frontage directly abutting a street.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The reason that the City Code requires lots to have road frontage is so the lot size, width, depth, shape, access and orientation shall be appropriate for the location of the subdivision and for the type of development. Staff believes the intent of the Zoning Code is met due to the topography and large Easements on the property and the compliance with other code requirements. The plat is consistent with the Rural Density Residential designation in the 2040 Comprehensive Plan.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The applicant is proposing a reasonable lot layout for the subdivision. With respect to the land use, impervious surface, setbacks, and other code requirements, the request is in harmony with the provisions in the Zoning Ordinance.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

The property is unique in that the lot is about 680 feet of width along the road, with 200 feet being under an easement. Designing a plat to comply with the road frontage requirements would create unusual flag lots and the potential need for other Variance requests. Additionally, the property is located along a county road; Dakota County will not grant permission for additional driveways for the subdivision of this property. Therefore, the need to have Access Agreements would still be necessary, similar to what is shown on the existing plat.

4. The Variance will not alter the essential character of the locality.

The plat would be consistent with the surrounding area as each lot would comply with the required minimum lot size. Providing lots without direct road access has occurred in the rural areas of the city as it is easier to provide driveway easement access while still complying with all other zoning requirements.

5. Economic considerations alone do not constitute an undue hardship.

Economic considerations do not appear to be a basis or a sole basis for this request.

ALTERNATIVES

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

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Preliminary Plat** for a four-lot subdivision to be known as Rich Valley Ranch is subject to the following conditions:
 1. The Final Plat shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. A Park Dedication Fee equal to \$15,400 (\$3,850 x 4) shall be paid to the City prior to release of the Final Plat.
 3. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
 4. Prior to commencement of any work on site, the final grading, drainage and erosion control, and stormwater calculations shall be approved by the City Engineer.
 5. A Driveway Access and Maintenance Agreement shall be drafted and submitted to the City for review prior to the release of the Final Plat.
 6. A Development Contract and related agreements shall be approved by the City Council with the approval of the Final Plat.
- Approval of a **Variance** from the minimum road frontage for Lots 2, 3, & 4 is subject to the following condition:
 1. An Access Easement shall be demonstrated on the plat providing shared access to all lots. A Driveway Access and Maintenance Agreement shall be drafted and submitted to the City for review prior to the release of the Final Plat.

Rationale: The lot sizes are not out of character for the neighborhood and are consistent with the Comprehensive Plan. The Variance request does not appear to have an adverse impact on the surrounding properties. The site is unique in that the lot is about 680 feet of width along the road, with 200 feet being under an easement. Designing a plat to comply with the road frontage requirements would create unusual flag lots and the potential need for other Variance requests. Additionally, the property is along a County road, limiting the amount of access points along the road frontage.

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

RECOMMENDATION

Based on the information in the preceding report and the conditions and rationale listed in Alternative A, staff recommends approval of the Preliminary Plat and Variances as presented.

ATTACHMENTS

1. 1. Location-Zoning Map
2. 2. Narrative
3. 3. Plat

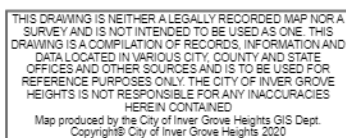
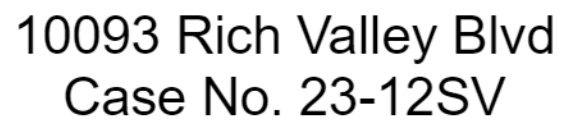


Exhibit A
Zoning and Location Map

Map not to scale

Written Description of Division

The proposal is to divide 10093 Rich Valley Blvd which is currently 30.46 acres into 4 single family agricultural zone subdivision. Lot one at 5.0 acres, Lot 2 at 7.27 Acres, Lot 3 at 10.02 Acres, and Lot 4 at 6.17 acres. This will include a new private driveway added to the north of the existing access and will remove the existing access point where all lots feed off the new private drive. With all lots feeding off this Private drive we are also requesting a variance for this. Currently the city holds a pedestrian trail easement through the NSP easement Per Doc No 2004816 and we are requesting city the city abandon this easement for a walking path as it appears there is an already planned trail on Cliff Road.

PRELIMINARY PLAT OF RICH VALLEY RANCH



LOT 1 CONTAINS 217,800 SQUARE FEET OR 5.00 ACRES
 LOT 2 CONTAINS 329,749 SQUARE FEET OR 7.27 ACRES
 LOT 3 CONTAINS 436,471 SQUARE FEET OR 10.02 ACRES
 LOT 4 CONTAINS 342,817 SQUARE FEET OR 8.17 ACRES

GROSS AREA CONTAINS 30.46 ACRES

LEGAL DESCRIPTION:

LOT 20, BLOCK 2, FOREST RIDGE ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA.

AREA:

THE PROPERTY CONTAINS 1,327,036 SQUARE FEET OR 30.46 ACRES

CERTIFICATION:

I HEREBY CERTIFY THAT THIS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE ABOVE REAL PROPERTY AND THAT THIS SURVEY 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. SIGNED THE 29TH DAY OF APRIL, 2022.

Dennis M. Honsa

DENNIS M. HONSA
 MINNESOTA LICENSE NO. 22440
 FOR: HONSA SURVEYING

REVISED: JULY 11, 2022 MISC.
 MARCH 15, 2023 MISC.



LEGEND

○ DENOTES 3/4 INCH BY 18 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 22440.

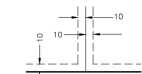
● DENOTES 3/4 INCH IRON PIPE MONUMENT FOUND. (IF MONUMENT HAS AN IDENTIFYING LICENSE NUMBER, THAT IDENTIFYING LICENSE NUMBER IS SHOWN ADJOINING THE SYMBOL).

— 0 — 0 — DENOTES RIGHT OF ACCESS TO DAKOTA COUNTY.

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 27, RANGE 22, IS ASSUMED TO HAVE A BEARING OF NORTH 80 DEGREES 52 MINUTES 46 SECONDS EAST BASED ON N.A.D. 1983, 2011 ADJUSTMENT.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:

(NOT TO SCALE)



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING LOT LINES AND ADJOINING STREET LINES, AS SHOWN ON PLAT

100 0 100 200 300
 SCALE IN FEET
 SCALE: 1 INCH = 100 FEET

ALTERATIONS TO THIS DRAWING ARE PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF HONSA SURVEYING. COPY RIGHT 2022, HONSA SURVEYING

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM ASBUILT DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.

JOB NO: STAPLES 2022 001

HONSA SURVEYING

1592 PACIFIC AVENUE, SAGAN, MN (651) 492-6725



Request for Council Action

SUBJECT: **Resolution and Bishop Heights PUD Amendment
Approving a Restaurant on Blaine Avenue North of
Upper 55th Street**

MEETING DATE: May 8, 2023

ITEM TYPE: Consent Agenda

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The City Council is asked to approve the attached Resolution and PUD Ordinance Amendment for a restaurant with a pick-up only drive-through window and associated development agreements.

BACKGROUND

The applicant is proposing a 2,370 square foot casual dining restaurant with a drive through window for pick-up orders only. The site is located between the two multi-tenant retail buildings on the west side of Blaine Avenue just north of Upper 55th Street. Key Community Bank owned the property and they constructed some overflow parking on the west side of the site a number of years ago. The site will be redeveloped, the parking spaces removed and a new restaurant will be constructed. Access to the site will use the existing entrance to Blaine Avenue. There is an internal private road that serves this lot along with the two existing buildings.

An amendment to the Bishop Heights PUD Ordinance is required as this PUD was set up to list individual uses on each property.

The project design meets all zoning standards and complies with required stormwater management standards in the area.

FISCAL IMPACT

n/a

RECOMMENDATION

The Planning Commission recommended approval (6-0) on March 21, 2023.

Staff recommends approval of the Resolution and PUD Ordinance Amendment.

ATTACHMENTS

1. SE Quad Ordinance
2. Prelim Final PUD agreement resolution
3. Improvement Agreement
4. SWFMA Agreement
5. Encroachment Agreement
6. Planning Commission Recommendation

7. Planning Report

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

Ordinance No. _____

**AN ORDINANCE AMENDING TITLE 10 OF THE CITY CODE
RELATED TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT
IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494**

THE CITY OF INVER GROVE HEIGHTS ORDAINS THAT ORDINANCE NUMBERS 891, 912, 915, 928, 946, 968, 976, 977, 985, 1022, 1056, 1058, 1062, 1064, 1074, 1101, 1106, 1112, 1133, 1135, 1136, 1187, 1190, 1230, 1298, 1313, 1329, 1331, 1350, 1356 AND 1426 ARE HEREBY RESTATED AND AMENDED TO READ AS FOLLOWS:

SECTION I. Rezoning Land to Planned Unit Development (PUD). Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone from MF PUD to Planned Unit Development Zoning District No. 2016-01 the following described property:

**Lot 2, Block 1, Bishop Heights 4th Addition, Dakota County, Minnesota
according to the recorded plat thereof**

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1230 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. Purpose and Intent. The above referenced property is hereby rezoned to Commercial Planned Unit Development Zoning District No. 2023-01, for the purposes of:

- A. Providing the means for greater creativity and flexibility in environmental design than is provided for under the strict application of the existing zoning code while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the City and its inhabitants.
- B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.
- C. Encouraging the preservation and enhancement of desirable site characteristics and open space.
- D. Encouraging a development pattern in harmony with land use density, transportation facilities and community objectives of the comprehensive plan.
- E. Limiting development of tax exempt uses.
- F. Providing incentives and encouraging development that will create a desirable tax base.

- G. Prohibiting uses and developments that could be detrimental to the overall development of the area.

SECTION IV. Findings. In rezoning the above referenced property to Commercial Planned Unit Development No. 2023-01, the City Council has found the following:

- A. That the proposed Commercial Planned Unit Development is consistent with the City's 2030 Comprehensive Plan.
- B. That the proposed development has been designed as a complete and unified development within its own boundaries in terms of relationship of structures, patterns of circulation, visual character, interrelationship of utilities and drainage infrastructure, and overall architectural theme.
- C. That the proposed layout of land use within the development will result in compatible land uses with present and planned uses in the surrounding area.
- D. That the development is sufficient unto itself on the basis of size, composition, arrangement and the provision of municipal utilities.
- E. That the impacts of the proposed development on municipal services and facilities have been reviewed and that mitigative measures have been identified where needed.
- F. That the impacts of the proposed development on environmental quality and the reasonable enjoyment of surrounding property have been identified, analyzed and mitigative measures identified where needed.
- G. That the existing and proposed layout and land use for Tracts A-D have been heretofore regulated in part by a succession of Conditional Use Permit Resolutions. Resolution No. 4573 was adopted by the City Council on 9/25/89. It was rescinded and replaced on 11/20/89 by Resolution No. 4615, which was rescinded on 8/27/90 and replaced with Resolution No. 4847, which was rescinded on 6/13/94 and replaced by Resolution No. 6055, which was rescinded on 4/10/95 and replaced by Resolution No. 6276, which was rescinded on 2/24/97 and replaced by Resolution No. 6789, which was rescinded on 2/23/98 and replaced by Resolution No. 98-30, which was rescinded on 2/28/11 and replaced by Resolution No. 11-28. This PUD Ordinance now replaces Resolution No. 11-28.

SECTION V. Land Use Regulations. For the above referenced property contained within the Commercial Planned Unit Development District No. 2011-01, the following land use regulations shall apply:

- A. SITE PLAN
Prior to commencement of any development or issuance of grading or building permits, the City Council shall approve final development plans, including but not limited to: final plat, site plan, grading plan, utility plan, landscape plan, elevation plan, signage plan, lighting plan.
- B. USES
All development shall be restricted to the following uses:

Parcel No.	Legal Description*	Specific Use
1	Lot 1, Block 1, Bishop Heights	65,000 square foot, 16-screen theater

2	Lot 2/3, Block 1, Bishop Heights	7,400 square foot sit down restaurant
3	Lot 2/3, Block 1, Bishop Heights	36,371 square foot, 89 room motel
4	Lot 4, Block 1, Bishop Heights	25,292 square foot, 63 room motel
5	Lot 5 and part of Lot 4, Bishop Heights	6,163 square foot sit down restaurant
6	Lot 2, Block 2, Bishop Heights	6,500 square foot bank and office building
7	Lot 3, Block 2, Bishop Heights	4,271 square foot gas station convenience store
8	Lot 1, Block 1, Krech's Addition	15,120 square foot drug store
9	Tracts A-D, F and G	42,000 square foot lawn, garden, floral & nursery retail center (two buildings: 29,400 sf in one, 12,400 sf in other); 605,000 square feet of greenhouses and nursery buildings; 2,150 sf accessory structures (2 barns) for storage of materials and equipment; nursery fields and nursery field caretaker's residence; outside storage/display of nursery and landscaping stock and materials; nursery and landscaping services, 5.7 acres of growing fields and one house for use by employees**
10	Lot 1, Block 1, Bishop Heights 2 nd Addition	1,710 sf quick service oil change store
11	Lot 1, Block 1, Bishop Heights 3 rd Addition	6,832 sf auto service center store
12	Lots 1-31, Block 1, Blackberry Town Office Park	65,415 net sf town office space, 31 units
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition	4,950 gross sf veterinary clinic
14	Lot 1, Block 1, Inver Grove Market	10,200 square feet of general retail, 3,809 square feet of recreation center, 5,680 square feet of sit-down restaurant, and 1,516 square feet of fast-food restaurant (without a drive through window)
15	Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	Rock and Block Yard for Gerten's Greenhouses
16	Lots 1-88, Brentwood Village	80 townhome units
17	Lot 1, Bk 2, Bishop Heights	7,200 sf sit down restaurant
18	Lots 1 & 2, Block 1, Outlot A Brentwood Village Apts.	219 apartment units
19	Outlot B, Bishop Heights	43,400 square foot medical/office building
20	Lot 2, Block 1, Inver Grove Market	5,200 square foot bank building
21	Lot 3, Block 1, Bishop Heights 4 th Addition	9,100 square feet of general retail, restaurant with a drive-through, feline veterinary clinic, and massage therapy.
22***	Lot 1, Block 1, Bishop Heights 4 th Addition	15,400 square foot office/retail/ sit-down restaurant
23	Lot 1, Block 1, Scenic Heights Addition	16,000 square foot office condominium

24	Outlot A, Brentwood Hills Apartments	24 multiple family townhome units
25	Lot 2, Block 1, Inver Grove Professional Addition	13,318 square foot office building
<u>26</u>	<u>Lot 2, Block 1, Bishop Heights 4th Addition</u>	<u>2,370 square foot sit-down restaurant with pick up only drive through window</u>

* More detailed legal descriptions available in Exhibit A

** Uses on Tracts A-D, F & G shall be governed not only by this ordinance, but also by the conditions found in Resolution No 98-210, Resolution 11-28 and Resolution 16-82.

***Parcel 22 shall be subject to the following conditions:

1. A Joint Parking Agreement affecting the restaurant in Lot 1, Block 1 Bishop Heights 4th Addition between Outlot B, Bishop Heights and Lot 3, Block 1, Bishop Heights 4th Addition. This document must be drafted by the City attorney's office, signed by the land owners, and recorded with the County.
2. If restaurant parking becomes a problem restaurant employees shall park off site at any of the locations listed in the Joint Parking Agreement.

C. PERFORMANCE STANDARDS

All development shall meet the following performance standards. Where a specific standard is not addressed herein, the appropriate land use regulations of the City Code shall apply.

1. Minimum lot width - 100'

2. Setbacks:

	Structures	Parking Lots	Driveways
Upper 55 th St., Blaine Ave. & Cahill Ave	50'	20'	10'
Other Public Streets	30'	20'	10'
Side Yard (adjacent to properties within PUD)	0'	0'	0'
Side Yard (adjacent to properties outside PUD)	30'	10'	10'

Internal private driveways (setbacks to be approved with final development plan).

3. Maximum Building Height:

- a. Principal Structures - 35'

- b. Accessory Structures - 30'

- c. Greater building height shall be allowed by conditional use permit subject to City Code Section 515.59, Subd 10.

4. Minimum Open Space shall be 25% of lot area, with the lot area to be determined by the City. Ponding or steep slopes (in excess of 18%) shall not exceed 10% of the total lot area for purposes of this computation.

5. Parking/Circulation Requirements:

- (a) All open off-street parking and loading areas shall have a perimeter continuous concrete curb barrier around the entire lot.

6. Landscaping, Signage and Architecture:

Development of all lots in Bishop Heights shall be in conformance with the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights, dated June 23, 1997 and prepared by Damon Farber Associates and Abend Singleton Associates.

Development of all lots in Krech's Addition shall be in conformance with the Cahill Corridor Master Plan and those portions of the Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of Tracts A-D, as described in Exhibit A, shall be in conformance with those portions of the design manual on file in the City Offices entitled Design Guidelines, Bishop Heights and Kerasotes Theaters, Inc., Planned Unit Development, Inver Grove Heights which the City finds appropriate.

Development of all lots shall also be in conformance with the City landscape policy.

D. GENERAL PROVISIONS

All development, except Tracts A-D, shall meet the following general provisions. All development which occurs on Tracts A-D in accordance with Resolution No. 98-210, and which has occurred prior to the effective date of this Ordinance, shall not be required to meet General Provisions 1, 2, 3, 4, 5, 6 and 9. Where a specific provision is not addressed herein, the appropriate land use regulation of the City Code shall apply.

1. Loading Areas:

Loading and unloading areas shall be in compliance with the following:

a. Any use which the City believes requires the provision of designated spaces for the loading, unloading or parking of trucks or semi-trailers shall provide such spaces and maneuvering area in the number and configuration which shall be deemed necessary by the City to prevent interference with the use of the public right-of-way and with vehicles entering onto or exiting from the public right-of-way.

b. Screening shall be provided in accordance with provisions of Paragraph 2, below, of this Section.

2. Screens and Buffers:

a. Definition and Purpose: Screens and buffers are designated yards or open areas where distance, planting, berming and fencing help minimize adverse impacts of public nuisances, such as: noise, glare, activity or dust; which are sometimes associated with parking, storage, signs or buildings.

b. Screens and Buffer Requirements:

(i) All parking, loading, service, utility and outdoor storage areas shall be screened from all public streets and adjacent differing land use by a combination of any of the following: earth mounds, walls, fences, shrubs, deciduous overstory or coniferous trees or hedge materials. The height and depth of the screening shall be consistent with the height and size of the area to be screened. When natural materials, such as trees or hedges, are used to meet the screening requirements of this Paragraph, density and species of planting shall be such as to achieve seventy-five percent (75%) opacity year round at maturity.

c. All plant materials required within a specified buffer yard shall be planted to completion within six (6) months from the date of issuance of a building permit unless otherwise approved by the City due to the time of the year or construction for a large project. In no case shall the period exceed six (6) months from issuance of the certificate of occupancy.

3. Building Design Requirements:

a. Design Supervision by Architect: An architect shall be required for the construction of all buildings. The building plan, including site plan for such a building, shall be certified by an architect, registered by the State of Minnesota, stating that the individual personally viewed the site and has designed the building to fit the site as planned and to be harmonious with the adjacent buildings, topography and natural surroundings and in accordance with the purposes and objectives of this Chapter. This requirement shall not prohibit the preparation of the site by a professional site designer, or the landscape plan by a professional landscape architect or certified nurseryman.

b. Exterior Vertical Surface Design for Commercial Structures: All exterior vertical surfaces of any principal or accessory structure shall have an equally attractive or the same fascia as the front. At least 50% of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass.

4. Site Design and Development Requirements:

a. Landscaping shall be in accordance with the provisions of the "Performance Standards" Section of this Planned Unit Development.

b. Interior curbs shall be constructed within the property to separate driving and parking surfaces from landscaped areas. Interior curbs required by this Section shall be Portland cement concrete construction.

c. Surfaced walkways shall be provided from parking, loading and recreational areas to the entrances of buildings.

d. All interior driveways, parking areas, and loading areas, etc. shall be of blacktop or concrete construction.

e. No exterior trash or garbage disposal or incineration shall be permitted. Any exterior storage shall be enclosed within a container and such container shall be completely screened by a wall or equivalent visual screen and shall be attached to the principal structure and be constructed of the same building material.

f. On-site lighting shall be provided as is necessary for security, safety and traffic circulation. Lighting shall not be directed upon public rights-of-way or adjacent properties. Such illumination shall be indirect and diffused.

g. Prior to the issuance of building permits, fire lanes shall be provided and identified as required by the City Fire Marshal.

5. Mechanical Equipment Screening:

All mechanical equipment possessing one or more of the following characteristics shall be physically screened, to the extent feasible, from all public streets and adjacent land uses with either natural or artificial materials in a manner architecturally compatible to the building(s) on the site. Said screening shall pertain to, but not be limited to, exposed and/or

protruding fans, grills, tubes, wires, vents, unfinished metal covering, exposed rivets and exposed seams.

6. Sidewalks, Trails and Pedestrian Walkways:

a. Sidewalks, trails and pedestrian walkways shall be provided and maintained in accordance with the Comprehensive Plan.

b. As a minimum, a pedestrian sidewalk and/or minimum eight (8) foot wide bituminous trail shall be provided by the developer or land owner along the north side of Upper 55th Street and an eight (8) foot wide bituminous trail along the west side of Blaine Avenue.

c. The developer shall install six (6) foot wide concrete sidewalks along both sides of Bishop Avenue and along both sides of the public roadway connecting Bishop Avenue and Blaine Avenue.

d. An interior pedestrian circulation; plan shall be submitted with each development for approval by the City.

7. Site Plan and Building Permit Review:

To ensure uniform development throughout the planned unit development area and development that is consistent with the provisions herein, all site and building plans required for building permits, grading permits, excavation permits or other similar permits issued by the City must be found by the Director of Community Development or assigns to be consistent with the approved PUD Plans, the provisions of this Ordinance, the Development Contract and all other applicable sections of the City Code.

8. Traffic:

The forecasted p.m. peak hour traffic generated by the developments shall not exceed:

Lot	Parcel #	Trips
Lot 1, Block 1, Bishop Heights	1	177
Parcel A, Bishop Heights (Described in Exhibit A)	2	72
Parcel B, Bishop Heights (Described in Exhibit A)	3	83
That part of Lot 4, Block 1, Bishop Heights described in Exhibit A.	4	38
Lot 5, Block 1, Bishop Heights and that portion of Lot 4 described in Exhibit A.	5	78
Lot 2, Block 2, Bishop Heights	6	120
Lot 3, Block 2, Bishop Heights	7	180
Lot 1, Block 1, Krech's Addition	8	116
Tracts A-D, F and G as described in Exhibit A	9	208
Lot 1, Block 1, Bishop Heights 2 nd Addition	10	18
Lot 1, Block 1, Bishop Heights 3 rd Addition	11	28
Lots 1-31, Block 1, Blackberry Town Office Park	12	141
Lot 1, Block 1, Blackberry Town Office Park Second Addition	13	20
Lot 1, Inver Grove Market	14	148
Lots 6-10, Block 7, Warren and McDowell's Acre Lots No. 2	15	40
Lots 1-88, Brentwood Village	16	43
Lot 1, Bk 1, Bishop Heights	17	78
Lots 1 & 2, Bk 1, Brentwood Village Apartments	18	136
Outlot B, Bishop Heights	19	146
Lot 2, Inver Grove Market	20	205
Lot 3, Block 1, Bishop Heights 4 th Addition	21	34
Lot 1, Block 1, Bishop Heights 4 th Addition	22	126
Lot 1, Block 1, Scenic Heights Addition	23	23
Outlot A, Brentwood Hills Apartments	24	19
Lot 2, Block 1, Inver Grove Professional Addition	25	20
<u>Lot 2, Block 1, Bishop Heights</u> <u>4th Addition</u>	<u>26</u>	<u>178</u>

The trips have been determined by the City using national or state traffic generation studies or reports prepared by engineering professionals, including the Trip Generation Report, prepared by the Institute of Transportation Engineers. This determination is being made by the City at the time of final development plan approval. Any change which effects the site plan or uses, as approved in Section V, A and B, including an increase in building size, shall require a redetermination by the City of forecasted p.m. peak hour trips, and shall not exceed the number of trips, as hereby approved.

9. Maintenance Agreements:

Contemporaneous with recording the plat of Bishop Heights, the owners of Lots 1,2,3, Block 1; Lots 1,2,3, Block 2, Bishop Heights, shall execute a stormwater maintenance agreement, a landscape maintenance agreement, and a street light maintenance agreement, in a form to be approved by the Director of Public Works, the Director of Community Development, and the City Attorney.

SECTION VI. The effective date of the Planned Unit Development Zoning District No. 2010-01 as amended shall be from and after publication of this Ordinance pursuant to City Code Section 110.03 Subd. 5. The Planned Unit Development shall be designated on the official City Zoning Map as “Planned Unit Development No. 2011-01” upon approval of the rezoning by the City Council.

THIS ORDINANCE NO. _____ RESTATES AND AMENDS ORDINANCE NOS. 891, 912, 915, 928, 946, 968, 976, 977, 985, 1022, 1056, 1058, 1062, 1064, 1074, 1101, 1106, 1112, 1133, 1135, 1136, 1187, 1190, 1230, 1298, 1313, 1329, 1331, 1350 and 1356.

The City Deputy Clerk is hereby authorized and directed to record a certified copy of this ordinance at the Dakota County Recorder’s Office.

This ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 24th day of April, 2023.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Parcel No.	Legal Description
1	Lot 1, Block 1, Bishop Heights, Dakota County, Minnesota
2	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies northerly and northeasterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating.
3	That part of Block 1, Lots 2 and 3, Bishop Heights, Dakota County, Minnesota which lies southerly and southwesterly of the following described line: Commencing at the northwest corner of said Lot 2; thence South 21 degrees 15 minutes 20 seconds East, bearing assumed, along the southwesterly line of said Lot 2 a distance of 24.16 feet to the point of beginning of the line to be described; thence South 89 degrees 25 minutes 07 seconds East 155.57 feet; thence South 0 degrees 34 minutes 53 seconds West 39.02 feet; thence South 20 degrees 40 minutes 09 seconds East 22.52 feet; thence South 89 degrees 25 minutes 07 seconds East 62.64 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 90.00 feet; thence South 0 degrees 34 minutes 53 seconds West 30.00 feet; thence South 89 degrees 25 minutes 07 seconds East 191.65 feet; thence South 76 degrees 45 minutes 56 seconds East 29.75 feet more or less to the westerly right of way line of Bishop Avenue, and there terminating
4	Lot 4, Block 1, Bishop Heights, except that part lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
5	Lot 5, Block 1, Bishop Heights and that part of Lot 4, Lot 1, Bishop Heights lying south of the following described line: Commencing at the northwest corner of said Lot 4, thence southeasterly along the westerly line of said Lot 4 on an assumed bearing of South 21 degrees 15 minutes 20 seconds East 107.57 feet to the point of beginning of the line to be described; thence North 68 degrees 44 minutes 40 seconds East, a distance of 80.50 feet; thence South 21 degrees 15 minutes 20 seconds East, a distance of 17.04 feet; thence South 18 degrees 58 minutes 24 seconds East a distance of 65.59 feet; thence North 89 degrees 59 minutes 25 seconds East a distance of 216.22 feet; thence North 37 degrees 12 minutes 54 seconds East 28.52 feet; thence North 89 degrees 25 minutes 20 seconds East, a distance of 47.10 feet more or less to the Easterly line of Lot 4 and there terminating.
6	Lot 2, Block 2, Bishop Heights
7	Lot 3, Block 2, Bishop Heights
8	Lot 1, Block 1, Krech's Addition
9	Tract A, described as: The East Half of the Southwest Quarter of the Northeast Quarter; and the North 270 feet of the East Half of the Northwest Quarter of the Southeast Quarter, Section 33,

	Township 28, Range 22, according to the U.S. Government Survey thereof, Dakota County, Minnesota. Tract B, described as: Parcel 1: Lots 8 through 23, Block 3, Edgewood Addition to South St. Paul, Dakota County, Minnesota, the vacated alley in said Block 3, and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, which lies South of the tract shown as parcel 240B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751; Parcel 2: Block 4, Edgewood Addition to South St. Paul, Dakota County, Minnesota including the alley in said Block 4 and that part of Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, Except that part of Lots 1 through 8 inclusive and Lots 23 through 30 inclusive, in said Block 4, and that part of the alley in said Block 4 and that part of vacated Boyd Avenue (formerly Hamilton Avenue) accruing thereto by reason of the vacation thereof, shown as Parcel 240A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and or Dakota County, Minnesota, and as said plat has been corrected by Certificate of Correction filed for record with said County Recorder on the 4th day of November 1982, at 9:00 a.m., as Document No. 610751. Tract C, described as: Parcel 1: Lots 3, 6, 7 and the westerly 60 feet of Lot 2, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233B on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 32372 Parcel 2: Lot 1 and Lot 2 less the westerly 60 feet thereof, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233C on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101901. Parcel 3: Lots 4, 5, 8, 9 and 10, Block 8, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 233A on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota, and except the existing Right of Way of Trunk Highway 110. Torrens Property, Torrens Certificate No. 101902. Tract D, described as: Lots 3, 4, 5, 26 and 27, Block 3, Glenwood, Dakota County, Minnesota, according to the recorded plat hereof, in Dakota County, Minnesota.
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	Tract F, described as: The East Half of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, range 22, except the North 270 feet thereof lying Northerly of the Southerly right-of-way of Dakota County Road No. 18. Except that part described as follows: Commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28, Range 22 West; thence on an assumed bearing of North 89 degrees 50 minutes 28 seconds East along the South line of said Northwest Quarter of the Southeast Quarter a distance of 657.07 feet to the Southwest corner of the East Half of the Northwest Quarter of the Southeast Quarter and said point being the point of beginning; thence North 0 degrees 07 minutes 49 seconds West along the West line of said East Half of the Northwest Quarter of the Southeast Quarter a distance of 58.51 feet; thence North 83 degrees 29 minutes 34 seconds East 197.77 feet; thence South 6 degrees 30 minutes 26 seconds East a distance of 80.88 feet to the South line of said East Half of the Northwest Quarter of the Southeast Quarter; thence South 89 degrees 50 minutes 28 seconds West along said South line a distance of 205.52 feet to the point of beginning, except that part previously acquired for County Road No. 18 (a/k/a Upper 55th Street). Tract G, described as: Parts of Southeast Quarter of Northeast Quarter of Section 33, Township 28, Range 22, which was formerly platted as Lots 1 through 8 inclusive, Block 6, Lots 1 through 8 inclusive, Block 7, Lots 23 through 30 inclusive, Block 7, Lots 1 through 8 inclusive, Block 8 of Edgewood Addition to South St. Paul, and as the streets and alleys abutting on said Lots before the Vacation of Edgewood Addition to South St. Paul, Dakota County, Minnesota
10	Lot 1, Block 1, Bishop Heights 2 nd Addition
11	Lot 1, Block 1, Bishop Heights 3 rd Addition
12	Lots 1-31, Block 1, Blackberry Townoffice Park
13	Lot 1, Block 1, Blackberry Town Office Park Second Addition
14	Lot 1, Inver Grove Market
15	Lots 6, 7, 8, 9 and 10, Block 7, Warren and McDowell's Acre Lots No. 2, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, except that part shown as Parcel 333 on the plat designated as Minnesota Department of Transportation Right of Way Plat Numbered 19-46 on file and of record in the office of the County Recorder in and for Dakota County, Minnesota.
16	Lots 1-88, Brentwood Village
17	Lot 1, Block 2, Bishop Heights
18	Lots 1 & 2, Bk 1, Outlot A, Brentwood Village Apartments
19	Outlot B, Bishop Heights
20	Lot 2, Block 1, Inver Grove Market
21	Lot 3, Block 1, Bishop Heights 4 th Addition
22	Lot 1, Block 1, Bishop Heights 4 th Addition
23	Lot 1, Block 1, Scenic Heights Addition
24	Outlot A, Brentwood Hills Apartments
25	Lot 2, Block 1, Inver Grove Professional Addition
26	Lot 2, Block 1, Bishop Heights 4 th Addition

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT AND RELATED AGREEMENTS FOR A 2,370 SQUARE FOOT
RESTAURANT WITH PICK-UP ONLY DRIVE-THROUGH WINDOW
CASE NO. 23-09PUDA
(SMNPT1, LLC)**

WHEREAS, a Preliminary and Final PUD Development Plan application has been submitted to the City for property legally described as;

**Lot 2, Block 1, Bishop Heights 4th Addition, according to the recorded plat thereof,
Dakota County, Minnesota**

WHEREAS, a public hearing concerning the PUD plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 23, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final PUD Development Plan and Development Agreements for Lot 2, Block 1, Bishop Heights 4th Addition is hereby approved subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans onfile with the Planning Department except as may be modified by the conditions below:

Site Plan
Utility Plan
Grading and Drainage Plan
Erosion Control Plan
Landscape Plan
Photometric Plan

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to city council action.
3. Prior to city council action, the developer shall enter into a development contract and

Storm Water Facilities Maintenance Agreement with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

4. A park cash contribution amount of \$3,357 is due at time of building permit.
5. A stop sign be placed south of the northern most new curb opening so north bound internal traffic must stop allowing cars on Blaine with the right-of-way to keep that traffic moving and off the road.

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

Passed this 8th day of May, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**IMPROVEMENT AGREEMENT
FOR LOT 2, BLOCK 1,
BISHOP HEIGHTS 4TH ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 2, BLOCK 1,
BISHOP HEIGHTS 4TH ADDITION,
INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) 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 IGH Retail Center LLC, a Minnesota limited liability corporation, (hereinafter called the “Developer”) and Owner identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage and erosion control, and installation of associated landscaping and vegetation.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit or cash deposit (“surety”) in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

WHEREAS, the Developer has filed one complete set of the Development Plans with the City.

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been submitted to and approved by the Director of Public Works, or their delegates.

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Developer agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Terms. The following terms, unless elsewhere defined specifically in the Improvement Agreement, shall have the following meanings as set forth below.

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

1.3 Developer. "Developer" means IGH Retail Center LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means IGH Retail Center LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 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**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications, and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this contract by and between the City and Developer.

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

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

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

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

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

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

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

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

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.

B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.

C. **Present Compliance with Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.

D. **Continuing Compliance with Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the 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 to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said one (1) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good

quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for one (1) year after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

H. Obtaining Permits. The Developer shall obtain in a timely manner and pay for all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

I. Fee Title/Ownership Interest. IGH Retail Center LLC, a Minnesota limited liability company, owns fee title to the Subject Property, or will own fee simple title to the Subject Property at such time that this Agreement is released from escrow and submitted for recording in the Dakota County land records.

J. Plan Compliance. To Developer's best knowledge, the Development Plans comply with all County, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plan compliance shall include compliance with variances, if any, that have been granted by the City as part of the development approval process.

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 under the laws of the State of Minnesota.

B. Authority. City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Developer:

IGH Retail Center LLC
c/o Paul Tucci
2C Development
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

If to Owner:

IGH Retail Center LLC
c/o Transwestern Real Estate
7601 France Avenue South, Suite 525
Edina, MN 55435

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
APPROVAL OF DEVELOPMENT PLANS

2.1 Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement 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 Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities to serve the Subject Property in accordance with the Development Plans. The Owner and Developer agree that the 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 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 Improvement Agreement. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the date stipulated in Exhibit C, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

3.6 Inspection. The PWD or their designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents, to verify conformance to City standard plans and details. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines and subsurface stormwater management devices that connect to the City's public infrastructure systems 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 three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

3.7 Engineering Submittals Required. The record plan "as-built" drawings of the Developer Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

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

3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.
6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs at the point of connection.
8. Two ties to all sewer and water service locations.
9. As-built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 10).
10. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
11. 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 4 **OTHER PERMITS**

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to

obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5

OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6

DEVELOPER PUBLIC IMPROVEMENTS (INTENTIONALLY OMITTED)

ARTICLE 7

RESPONSIBILITY FOR COSTS

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight (8%) percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8

DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City , its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default, or such longer period of time as is reasonably necessary, provided that Developer has commenced performance within such thirty (30) days and is

thereafter diligently proceeding to its completion. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days (or such longer period of time, as set forth above), 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 Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

11.3 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 Improvement Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the

requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12

SURETY & ESCROW DEPOSIT

12.1 Surety & Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit (“surety”), and an engineering escrow, for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total surety and escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the surety 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. If an irrevocable letter of credit is utilized for the surety, it shall be for a term ending June 1, 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 June 1, 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 Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving written notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before June 1, 2024.

The City shall use the surety proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on **Exhibit D** to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the surety may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Release of Surety.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the surety covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the surety for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement 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.

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

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
IGH RETAIL CENTER LLC**

By: _____
Paul Tucci
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Paul Tucci, to me personally known, who being by me duly sworn, did say that he is the Manager of IGH Retail Center LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Retail Center LLC by authority of the Boards of Governors of IGH Retail Center LLC.

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 2, Block 1, Bishop Heights 4th Addition, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>	
C0.0	TITLE SHEET	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
V1.1	ALTA/NSPS LAND TITLE SURVEY	02/14/2023	Kevin C McCain, P.L.S.
C1.1	EXISTING CONDITIONS & REMOVALS PLAN	02/21/2023, REV. 04/03/2023	
C2.1	SITE PLAN	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C3.1	UTILITY PLAN	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C4.1	GRADING AND DRAINAGE PLAN	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C5.1	EROSION CONTROL PLAN, PHASE I	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C5.2	EROSION CONTROL PLAN, PHASE II	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C5.3	SWPPP NARRATIVE	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C6.1	DETAILS	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C6.2	DETAILS	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C6.3	DETAILS	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C6.4	DETAILS	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
C6.5	DETAILS	02/21/2023, REV. 04/03/2023	Joseph T Radach, P.E.
L1.1	LANDSCAPE PLAN (PRELIM)	02/21/2023, REV 03/07/2023	Paul Kangas
L1.2	LANDSCAPE DETAILS (PRELIM)	02/21/2023, REV 03/07/2023	Paul Kangas
	PHOTOMETRIC PLAN (UNSIGNED)	02/20/2023	NA

The above-listed Development Plans were approved by the City Engineer on 05/02/2023.

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 checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-23, or prior to issuance of building, permit, whichever occurs first	grading and erosion control
X	12-31-23, or prior to issuance of certificate of, occupancy, whichever occurs first	retaining walls
X	12-31-23, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement
X	12-31-23, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*
X	12-31-23, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

The Director of PWD reserves the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on **Exhibit E** of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering escrow stated on **Exhibit E** of the Improvement Agreement.
 - d.) Developer must pay the park dedication fee to the City in the amount of \$3,357.00.
 - e.) Developer must pay to the City all other fees required to be paid to the City prior to commencement of work on the Subject Property by state statute, the City code, or the City fee schedule in the amounts provided by state statute, the City code, or the City fee schedule.
 - f.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of **Exhibit E**.
 - g.) Developer and/or Owner must execute and record or cause to be recorded the following documents for the Subject Property:
 - This Improvement Agreement
 - Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement)
 - Stormwater Facilities Maintenance Agreement (SWFMA)
- The form of the documents are subject to the approval of the City Attorney and the Director of PWD.
- h.) Owner must present to the City a title insurance policy or such other evidence acceptable to the City Attorney that shows that Owner is the fee title owner of the Subject Property.
- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2023 OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2023, or

before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this **Exhibit D** have been met.
 - b.) Grading, drainage and erosion control have been completed.
 - c.) All fees required to be paid to the City by state statute, MCES, the City code, or the City fee schedule prior to issuance of a building permit, including but not limited to City SAC, City WAC, MCES SAC, MCES WAC, water building connection fee, water treatment plant fee, water core connection charge, sanitary sewer building permit connection fee, and sewer core connection fee, in the amounts established by state statute, MCES, the City code, or the City fee schedule have been paid.
- 3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2023 OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2023, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage, and erosion control must be completed.
 - c.) The retaining walls have been installed.
 - d.) All site landscaping must be completed, with the exception provided in **Exhibit C**.
 - e.) Certified as-builts shall be submitted to the City.
 - f.) The curb and paving shall be completed.
 - g.) The stormwater facilities have been installed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a building permit for the Subject Property any required retaining wall permits must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject Property,

the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

EXHIBIT E
SURETY & ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

SURETY CALCULATION

1.	Grading and Erosion Control	\$30,000
2.	Street Restoration	\$15,000
3.	Certified As-Builts	\$5,000
	SUBTOTAL:	\$50,000
	MULTIPLIED BY: x 1.25	
	TOTAL SURETY REQUIRED	\$62,500

The surety shall be utilized and managed in accordance with the provisions of **Article 12**.
The required surety may be met by providing the City with cash or a Letter of Credit in a form acceptable to the City Attorney.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Surety Amount for Developer Improvements set forth above, the Developer shall also deposit \$10,000.00 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Improvement Agreement.

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

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

- a.) all of the 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, erosion control, or vegetative cover establishment exceed the initially deposited Engineering Escrow Amount, the Developer is responsible for payment of such additional costs within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, BISHOP HEIGHTS 4th ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of _____, 2023, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and IGH Retail Center LLC, a Minnesota limited liability company (hereafter referred to as “Landowner” and “Responsible Owner”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means IGH Retail Center LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means the fee title owner of Lot 2, Block 1, Bishop Heights 4th Addition, and the successors and assigns of such fee title owner.

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

Any existing or proposed private storm sewer, catch basins and trench drains and related storm water appurtenances lying within the Subject Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets C3.1-Utility Plan, C4.1-Grading and Drainage Plan, C6.4-Details, and C6.5-Details of the plan set titled plans titled “Site Construction Plans for Chipotle Restaurant” prepared by Contour Civil Design dated 2/21/2021 as subsequently updated on 4/03/2023 and approved by the City Engineer on 5/02/2023.

The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and is currently the Responsible Owner.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan in connection with the development of the Subject Property in conformity to plans approved by the City.

Recital No. 3. The Landowner will construct the Storm Water Facilities on the Subject Property.

Recital No. 4. The City is willing to approve the Storm Water Facility Plan if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; 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; and
- c.) provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2023, or prior to issuance of a certificate of occupancy for the Subject Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater 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. 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 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; and
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan, which is attached hereto as **Exhibit B**; and
- e. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated February 2023; and

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.

By 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 for the preceding year under the Operations & Maintenance Plan. 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 their 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 reasonably 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 reasonably 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 the cure period provided for in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject

Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property.

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

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

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

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

ARTICLE 4

CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and the Improvement Agreement for the Subject Property, the City will approve the Development Plans for the Subject Property identified in the Improvement Agreement between the City and Landowner, subject to any required revisions by the City.

ARTICLE 5

MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement. Notwithstanding the foregoing, in the event of any transfer or transfers of Landowner's interest in the Subject Property, the transferor shall be automatically relieved of any and all obligations on the part of Landowner under this Agreement accruing from and after the date of such transfer, and the transferee shall be deemed to have assumed all of such obligations.

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

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

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

5.5 Consent. Responsible Owner consents to the recording of this Agreement.

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

IF TO CITY:

City of City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

IGH Retail Center LLC
c/o Paul Tucci
2C Development
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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

CITY OF INVER GROVE HEIGHTS

By: _____
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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER AND
RESPONSIBLE OWNER:
IGH RETAIL CENTER LLC**

By: _____
Paul Tucci
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Paul Tucci, to me personally known, who being by me duly sworn, did say that he is the Manager of IGH Retail Center LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Retail Center LLC by authority of the Boards of Governors of IGH Retail Center LLC.

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 2, Block 1, Bishop Heights 4th Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B

OPERATIONS AND 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

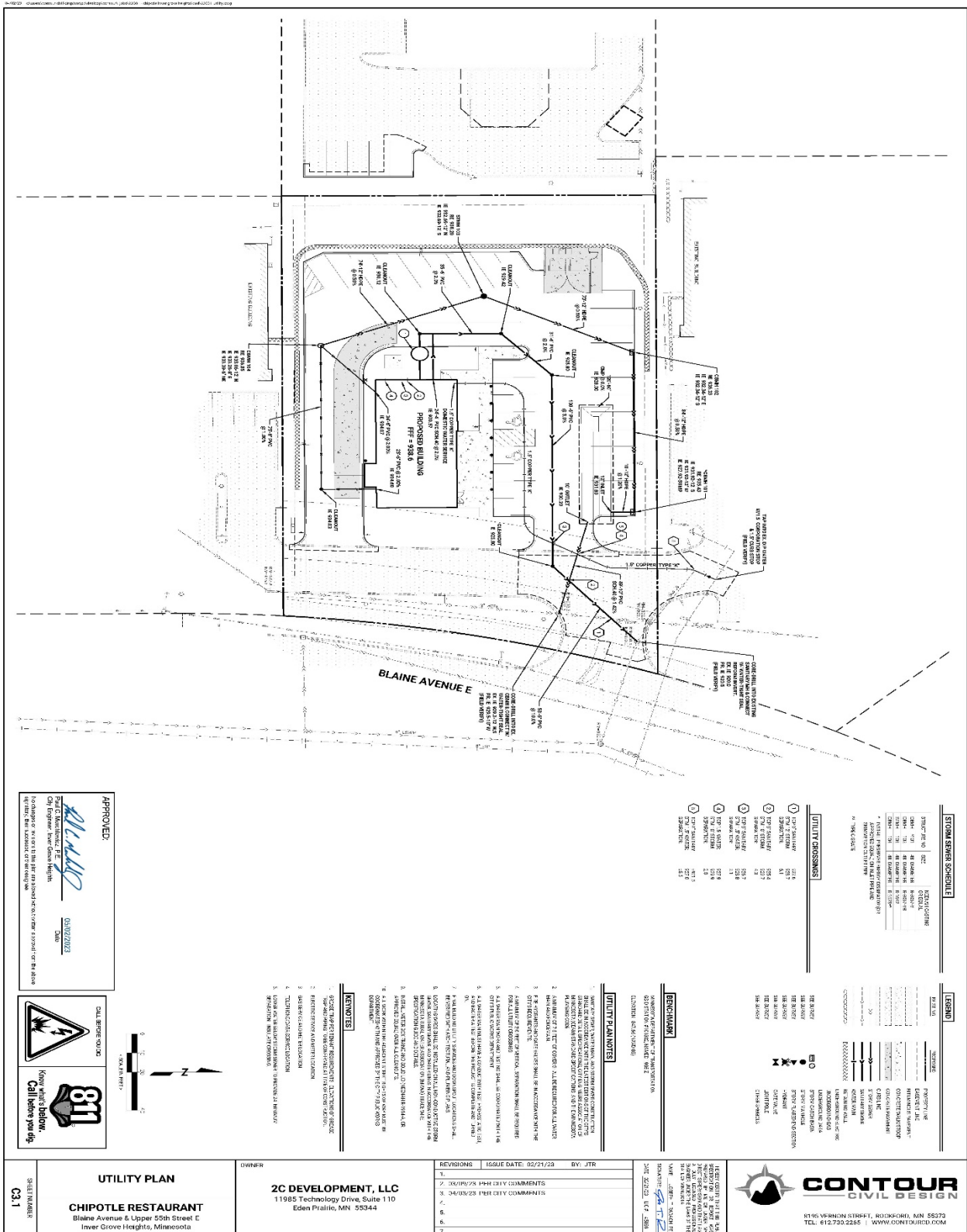
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	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					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

STORM WATER FACILITY PLAN





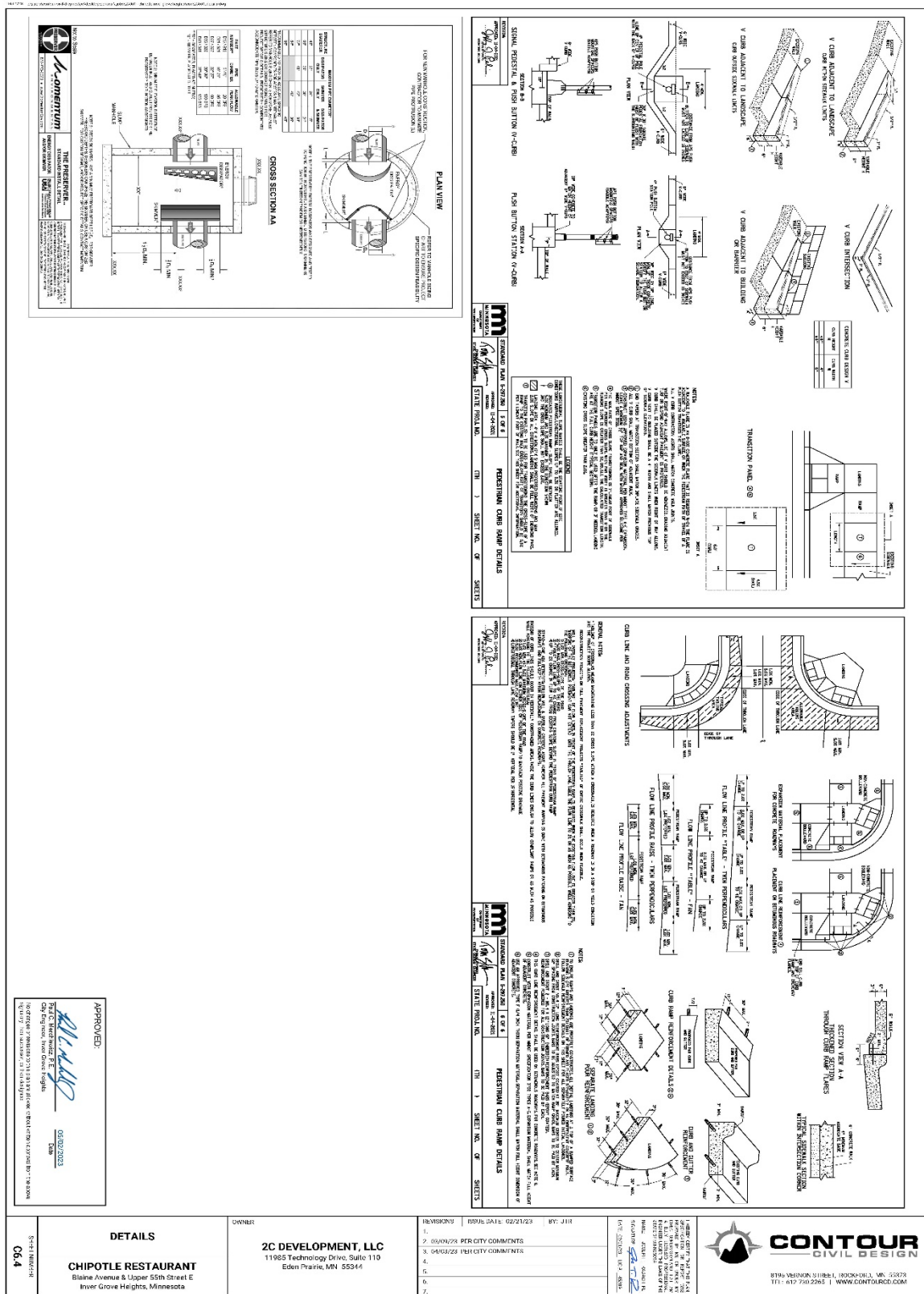
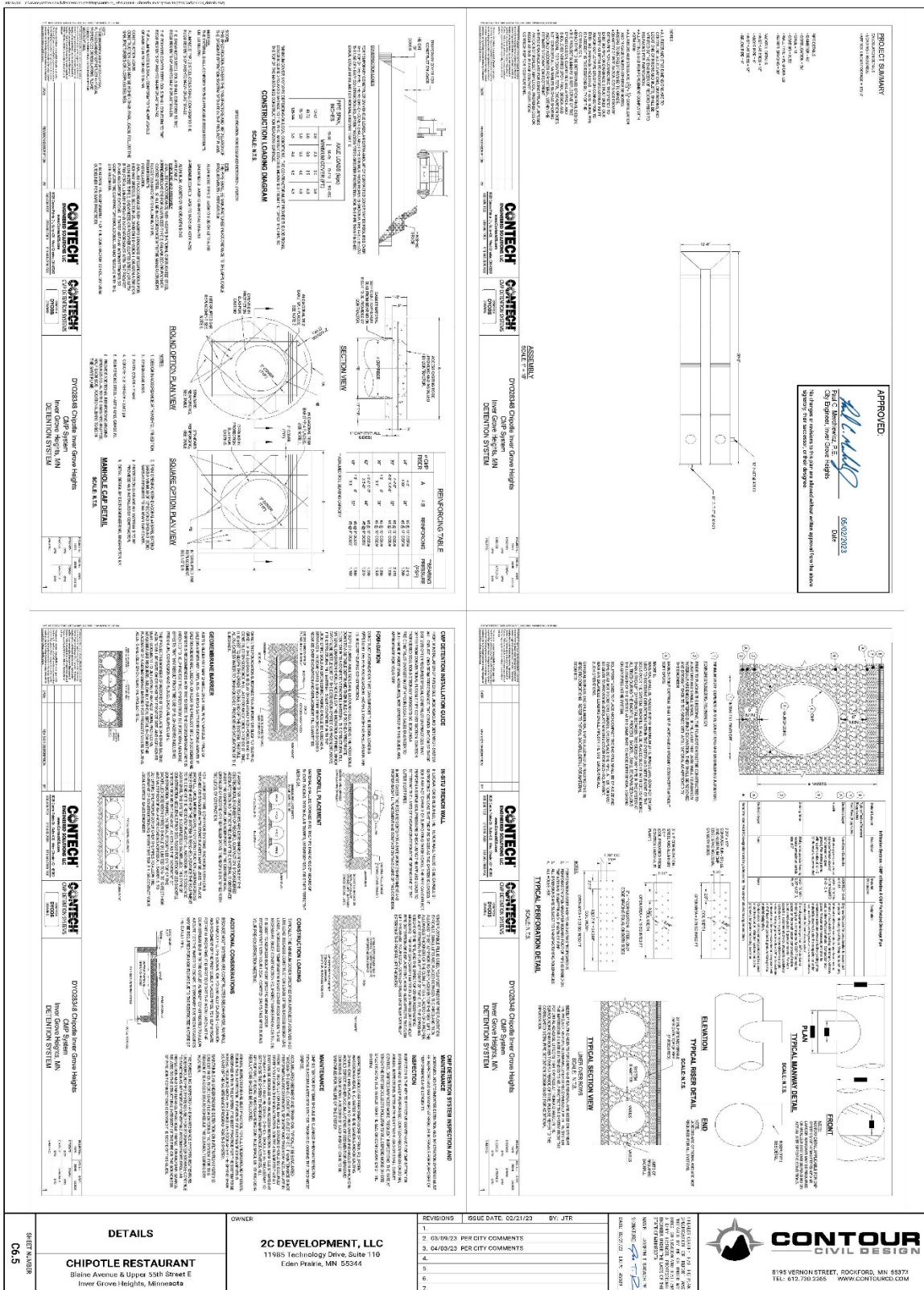


EXHIBIT D STORM WATER FACILITY PLAN



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, BISHOP HEIGHTS 4TH ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, BISHOP HEIGHTS 4TH ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this _____ day of _____, 2023, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and IGH Retail Center LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

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

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

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

1.4 City Easement. “City Easement” means and includes, collectively, the following easements located on the Subject Land:

The perimeter drainage and utility easement located on the southern and northern sides of Lot 2, Block 1, Bishop Heights 4th Addition, as shown on the plat thereof.

1.5 Landowner. “Landowner” means IGH Retail Center, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY:

City of City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

IGH Retail Center LLC
c/o Paul Tucci
2C Development
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 Landowner Improvements. “Landowner Improvements” means and includes the following improvements constructed or to be constructed on the Subject Land in the City Easement:

The retaining wall shown on Sheet No. C2.1, Site Plan, last revised 04/03/2023, which is attached hereto as Exhibit B-

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the Site Plan prepared by Contour Civil Design dated 02/21/2023 and revised on 04/03/2023 and approved by the City Engineer on 05/02/2023 which Construction Plan identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

The Construction Plan may be further defined by the plans and permit on file with the City’s Building Department for retaining walls needing structural review (generally retaining walls greater than 4 feet in height or any wall supporting public or private infrastructure including walks, parking lots, buildings, etc.).

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

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

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

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

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

- a.) The Landowner constructs and maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements unreasonably interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3 **AGREEMENTS**

3.1 Construction and Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

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

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

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

3.3 Continuing Right to City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

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

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

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

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements. Notwithstanding the foregoing, the City agrees to employ reasonable efforts to access the City Easement Improvements by such means as are the least intrusive into the Landowner Improvements as is reasonably practicable.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days (or such longer period of time as is reasonably necessary, provided that Landowner has commenced performance within such thirty (30) days and is thereafter diligently proceeding to its completion) from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the thirty (30) days (or such longer period, as set forth above), then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a thirty (30) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer reasonably determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner. Along

with its invoice, the City shall provide such reasonable documentation as is necessary to evidence the amount of the Cost Differential.

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed

hereunder upon the Subject Land. Nothing in this paragraph shall be deemed to impair Landowner'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 this Agreement.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

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

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

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

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

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

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

3.19 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first set forth 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 Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
IGH RETAIL CENTER LLC**

By: _____
Paul Tucci
Its: Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Paul Tucci, to me personally known, who being by me duly sworn, did say that he is the Manager of IGH Retail Center LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Retail Center LLC by authority of the Boards of Governors of IGH Retail Center LLC.

Notary Public

This Instrument Was Drafted By:

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

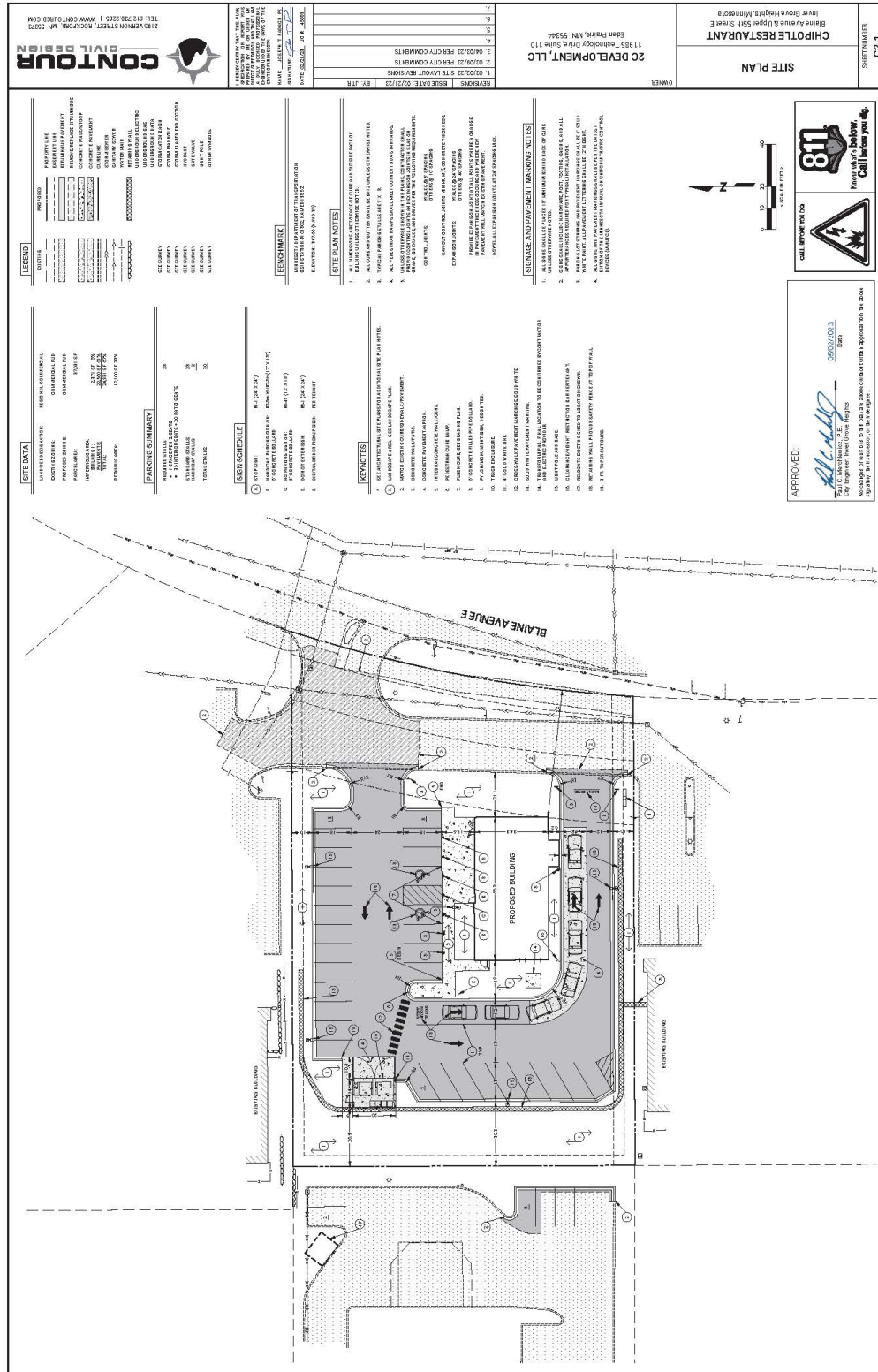
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 1, Bishop Heights 4th Addition, Dakota County, Minnesota.

EXHIBIT B
SHEET C2.1 SITE PLAN DEPICTING RETAINING WALL



RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 21, 2023

B. Consider the following requests by SMNPT 1, LLC, for property located at Blaine Avenue and Upper 55th Street, PID No. 20-14153-01-020 (23-09PUDA):

1. Ordinance Amendment to the Southeast Quadrant Planned Unit Development Ordinance to allow a 2,350 square foot restaurant with a pick-up only drive through window; and

2. Preliminary and Final Planned Unit Development approval for the restaurant.

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for SMNPT 1, LLC, Case #23-09PUDA. The request involves property located at Blaine Avenue and Upper 55th Street, PID #20-14153-01-020. The request consists of a Planned Unit Development Amendment to develop a site to contain a single restaurant tenant building. Notices were mailed to 14 property owners on March 2, 2023.

Presentation of Request

City Planner Allan Hunting discussed the request for vacant property located at Blaine Avenue and Upper 55th Street. The property is owned by Key Community Bank who is selling the parcel for development. The area is known as Southeast Quadrant PUD/Bishop Heights. For every use that comes in, the PUD Ordinance is amended to allow the use specifically. The request is for a 2,300 square foot Chipotle sit down restaurant. There would be a drive-up window for pick-up of online orders only. The Commission would also review the preliminary and final site plan.

The project consists of the building, parking, the drive-up window area, and a drive out only onto a private road that serves the other two strip centers. This meets parking requirements, has plenty of stacking space for pick up, and utilizes the existing entrance point. To improve internal traffic, staff recommends installation of a stop sign to control traffic. There is an existing stop sign on the north side. The proposal complies with landscaping and exterior materials and meets code. Staff recommends approval of the site plan and ordinance change as presented and listed in the staff report.

Opening of Public Hearing

Paul Tucci, 11985 Technology Drive, stated he has read and understands the report. He mentioned that the building size is 2,371 square feet.

Commissioner Robertson asked when construction would begin if approved.

Mr. Tucci replied if they could receive a permit today, they would start tomorrow. The goal is to get the store built and operating this calendar year. Due to the slope they need to put a retaining wall on the west side of the property. He said they were able to get some additional

hard surface from Key Community Bank which allowed the height of the wall to come down. The only thing they still have to paper is with the adjoining north and south property owners regarding current retaining walls. They would like to be in the ground on the project mid-May.

Chair Niemioja asked about the concept of the pick-up window and if it was the new way of the future or something new with Chipotle.

Mr. Tucci replied it was something Chipotle was working on pre-COVID. With COVID, it exploded favorably. It is something new. About 40% of sales go through that window. The technology allows a customer to pull into the lot, send in an order, and a text would be sent when ready. People move through the window with items already paid for. This is not a pull up order window, its digital pick up. It will state digital pick up lane to ensure people know it is not an order lane, it's a pick up lane. He mentioned that traffic counts had to be shared.

Commissioner Weber asked where snow from the parking lot would go.

Mr. Tucci replied if having a year like this one, it would be trucked off site. There is room at the far east end, the other side of the shared drive lane, and on the north side. If allowed, another option would be to use 3-4 of the angled parking stalls in the back.

Commissioner Weber said his concern with pushing snow onto the east side is that it may create a view blockage for people in and out.

Chair Niemioja closed the Public Hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Clancy, to approve the Ordinance Amendment to the Southeast Quadrant Planned Unit Development to allow the 2,350 square foot restaurant with a pick-up only drive thru window and the preliminary and final Planned Unit Development approval for the restaurant with the five (5) conditions listed for property located at Blaine Avenue and Upper 55th Street, PID No. 20-14153-01-020, (23-09PUDA).

Motion carried (6/0). This item will go before the City Council on April 10, 2023.

City Planner Hunting stated the date would be April 24, 2023 as staff works through the improvement agreement and makes sure plans are approved before going to the City Council.



Planning Commission Report

MEETING DATE:	March 21, 2023
CASE NO:	23-09PUDA
APPLICANT:	SMNPT1, LLC
PROPERTY OWNER:	Key Community Bank
REQUEST:	Southeast Quadrant Planned Unit Development Ordinance Amendment, Preliminary/Final Planned Unit Development Approval
LOCATION:	West side Blaine Avenue, North of Upper 55th Street
COMPREHENSIVE PLAN:	RC, Regional Commercial
ZONING:	Commercial PUD
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The applicant is requesting the following:

- Adoption of a Southeast Quadrant Planned Unit Development Ordinance Amendment to allow a 2,350 square foot restaurant with a pick-up only drive-through window.
- Preliminary and Final Planned Unit Development approval for the restaurant.

BACKGROUND

The applicant is requesting an Amendment to the Southeast Quadrant Planned Unit Development (PUD) Ordinance (a.k.a. Bishop Heights) and a Preliminary/Final Planned Unit Development approval to allow a 2,350 square foot restaurant with indoor and patio seating and a pick-up only drive-through window. The site is 37,030 square feet in size and currently contains one row of parking that is used by Key Community Bank. The remainder of the site is vacant.

Improvements to the site include relocating the bank parking lot onto its own lot, grading and constructing a restaurant. There will be retaining walls on the west and part of the north and south boundaries of the site.

The Bishop Heights PUD was set up as its own Ordinance with uses approved on individual parcels and listed within the Ordinance. The Ordinance Amendment includes adding this use to the parcel table and providing a traffic count for the site.

EVALUATION OF REQUEST

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

North - Retail strip center; zoned PUD; guided RC, Regional Commercial.

East - Restaurant; zoned PUD; guided RC.

West - Bank; zoned PUD; guided RC.

South - Retail strip center; zoned PUD; guided RC.

ANALYSIS

The requested use for the lot is proposed to read as follows:

Parcel 26 Lot 2, Block 1, 2,350 square foot restaurant with a pick-up only drive-
Bishop Heights 4th Addition through window.

SITE PLAN REVIEW

Setbacks. Building and parking lot comply with the front and rear yard setbacks. There are no internal side yard setback standards.

Parking Lot/Access. The parking/access design has two access points connecting to an internal private driveway which serves the lots to the north and south. The northern access would allow both entering and exiting traffic. The parking lot is designed so parking going around the building is one way to match the flow of the pickup window. The window is for picking up online ordering only. There is no order board or ordering allowed at this window.

The plans indicated a total of fifty-five (55) seats for the site, including inside and on a patio on the north side of the building. Parking requirements per the City Code is one (1) parking space per two (2) seats, which would require twenty-eight (28) spaces. The plan provides for a total of thirty (30) spaces, including two (2) handicapped spots. The plans comply with parking standards.

The site design provides for at least seven (7) stacking spaces for the drive-up window, which should provide plenty of space.

During the site plan review, it was brought to our attention that the current traffic movement, particularly for cars heading north on Blaine Avenue and taking a left turn into the site is a bit confusing because there are no traffic controls on site, making it difficult for cars to know the right-of-way. Staff is recommending one (1) stop sign be placed south of the northern most new curb opening so internal traffic must stop, allowing cars on Blaine Avenue with the right-of-way to keep that traffic moving and off the road.

Lighting. The plans indicate five (5) light poles would be constructed on the site. Plans indicate a flat lens fixture which complies with code standards. Illumination intensity at the street also complies with code standards.

Signage. Signage on the property shall follow the Bishop Heights PUD and Section 10-15E of the City Code. A building permit is required for any new signs or changes to the existing signs.

Landscaping. A landscape plan has been submitted which consists of a mixture of overstory, coniferous and ornamental trees. Shrub plantings are also shown around the building. The number of plantings proposed is in conformance with the Zoning Ordinance.

Park Dedication. The Development Contract for the plat of Bishop Heights 4th Addition was recorded in March, 2002. In the contract, it states that Park Dedication has not been paid for this lot and is due at the time of building permit. The site is 0.85 acres in size, so a cash contribution amount of \$3,357 is due at the time of building permit.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at the time of building.

Engineering. Engineering has submitted the plans to Barr Engineering to review the site with the overall storm water management system for the PUD. No known issues exist with the site or with the proposed plans. Prior to council review, the plans must be approved by the City Engineer.

Exterior Materials. Plans have been submitted showing the elevations of the building. The main surfaces would be a smooth stucco type material called EFIS which is a material acceptable in the Bishop Heights PUD. All sides of the building contain the same colors, materials and design which is consistent with code.

ALTERNATIVES

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

A. Approval. If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approval of an **Amendment** to the Southeast Quadrant PUD Ordinance to allow a 2,350 square foot restaurant with a pick-up only drive through window.
- Approval of a **Preliminary/Final PUD** plan for the restaurant subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Site Plan	dated 3/9/2023
Utility Plan	dated 3/9/2023
Grading and Drainage Plan	dated 3/9/2023
Erosion Control Plan	dated 3/9/2023
Landscape Plan	dated 3/9/2023
Photometric Plan	dated 3/9/2023

*** The final list of approved plans and date of plans shall be identified in the Development Contract.**

2. All plans are subject to the review and approval of the City Engineer, including comments from City consultants reviewing the plans prior to City Council action.

3. Prior to City Council action, the developer shall enter into a Development Contract and Storm Water Facilities Maintenance Agreement with the City. The Development Contract will address all other preliminary conditions of approval relating to other agreements required, Park Dedication, and other pertinent specific performance standards for this phase of the PUD.

4. A Park Dedication cash contribution amount of \$3,357 is due at time of building permit.
5. A stop sign be placed south of the new northern curb opening, so north-bound internal traffic must stop, allowing cars on Blaine Ave with the right-of-way to keep that traffic moving and off the road.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the Ordinance Amendment and Preliminary/Final PUD plan as presented.

ATTACHMENTS

1. Location Map
2. Narrative
3. Site Plans and Exterior Elevations



Location Map

Case No. 23-09PUDA



Allan Hunting, City Planner
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

PUD Amendment Application – February 20, 2023

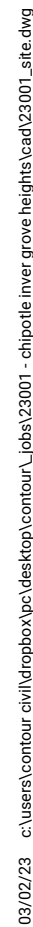
Proposed Development

The existing property, legally described as Lot 2, Block 1, Bishop Height 4th Addition, consists of approximately one acre of land area and is part of the, contiguously developed area. This property is the last parcel that has not been developed in the quadrant.

The current proposal for this property is to develop the site to contain a single tenant building of approximately 2,350 s.f. to house a Chipotle Restaurant. The site plan will include 30 parking stalls on-site or a ratio of 12.75 stalls for every 1,000 s.f. of building area. Additionally, there will be a small area for seasonal patio seating. Also, we have created a stacking area allowing for 7 cars in the pick-up lane. This lane is a pick-up only lane. There is no menu/order board. All orders being picked up are done online.

Utility services are stubbed to the site area already and are part of the overall development site. Stormwater is also present for the existing impervious on the site and accommodations are made for address stormwater management on the new impervious areas.

The building design includes the use of materials to meet the City standards for this district. This includes EFIS with colors to differential the building, metal panel and glass. The trash area for the building will be remote and positioned to use the retaining wall as a rear wall and screening to the adjacent parcels. We will also place a privacy fence on the sides and a gate for control of access to the trash area. Signage will include building signs as shown and a proposed pylon/monument sign on the south side of the site.



PARKING SUMMARY	
REQUIRED STALLS	28
1 SPACE PER 2 SEATS 35 INTERIOR SEATS + 20 PATIO SEATS	
STANDARD STALLS:	28
HANDICAP STALLS:	<u>2</u>
TOTAL STALLS:	<u>30</u>

KEYNOTES

- * SEE ARCHITECTURAL SITE PLANS FOR ADDITIONAL SITE PLAN NOTES.
- ① LANDSCAPE AREA. SEE LANDSCAPE PLAN.
2. MATCH EXISTING CURB/SIDEWALK/PAVEMENT.
3. CONCRETE WALK/PATIO.
4. CONCRETE PAVEMENT/APRON.
5. INTEGRAL CONCRETE WALK/CURB.
6. PEDESTRIAN CURB RAMP.
7. FLUSH CURB, SEE GRADING PLAN.
8. 6" CONCRETE FILLED PIPE BOLLARD.
9. PYLON/MONUMENT SIGN, DESIGN TBD.
10. TRASH ENCLOSURE.
11. 4" SOLID WHITE LINE.
12. CROSS-WALK PAVEMENT MARKINGS, SOLID WHITE.
13. SOLID WHITE PAVEMENT MARKING.
14. TRANSFORM PAD. FINAL LOCATION TO BE CONFIRMED BY CONTRACTOR AND ELECTRIC PROVIDER.
15. LIGHT POLE AND BASE.
16. CLEARANCE/HEIGHT RESTRICTION BAR PER TENANT.
17. RELOCATE EXISTING SHED TO LOCATION SHOWN.
18. RETAINING WALL.
19. 3 FT. TAPER OUT CURB.

BENCHMARK	
MINNESOTA DEPARTMENT OF TRANSPORTATION	
GSID STATION #101802, NAMED 1985 Z	
ELEVATION: 847.66 (NAVD 88)	

SIGNAGE AND PAVEMENT MARKING NOTES

1. ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
2. SIGNS SHALL INCLUDE HARDWARE, POST, FOOTING, CASING, AND ALL APPURTENANCES REQUIRED FOR TYPICAL INSTALLATION.
3. PARKING LOT STRIPING AND PAVEMENT MARKINGS SHALL BE 4" SOLID WHITE PAINT. ALL PAVEMENT LETTERING SHALL BE 12" HEIGHT.
4. ALL SIGNS AND PAVEMENT MARKINGS SHALL BE PER THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).



NAME: JOSEPH T RADACH PE
SIGNATURE: 
DATE: 02/21/23 LIC #: 45889

REVISIONS	ISSUE DATE: 02/21/23	BY: JTR
1.	03/02/23 SITE LAYOUT REVISIONS	
2.	03/09/23 PER CITY COMMENTS	
3.		
4.		
5.		
6.		
7.		

2C2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

OWNER

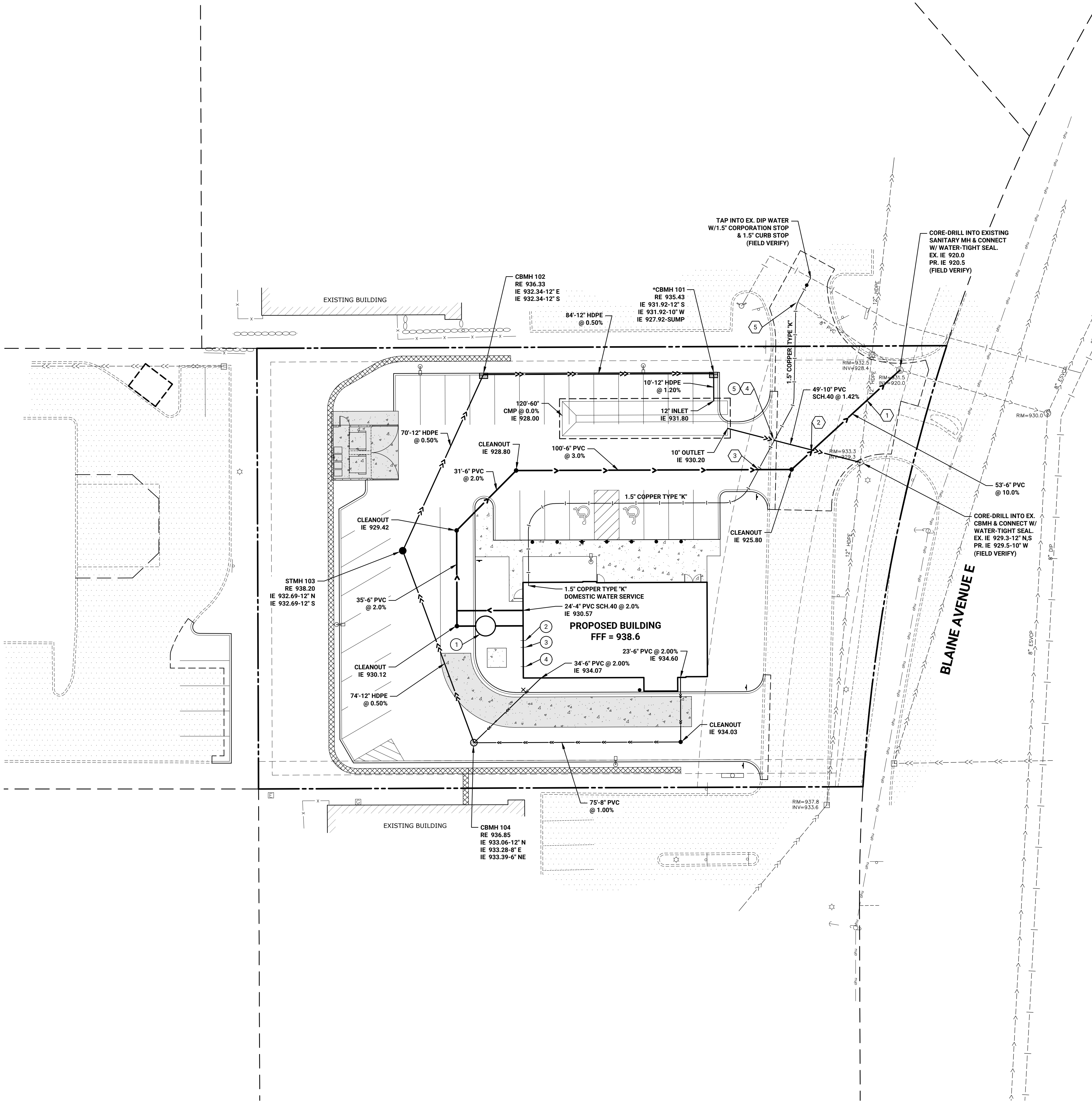
SITE PLAN

CHIPOTLE RESTAURANT

Blaine Avenue & Upper 55th Street E
Inver Grove Heights, Minnesota

SHEET NUMBER
C2.1

02/28/25 c:\users\contour\appdata\local\temp\contour\Labels\25001 - chipotle inner grow heights\cad\25001_Utility.dwg



STORM SEWER SCHEDULE

STRUCTURE NO.	SIZE	NEENAH CASTING OR EQUAL
CBMH *101	48" DIAMETER	R-3067-V
CBMH 102	48" DIAMETER	R-3067-VB
STMH 103	48" DIAMETER	R-1642
CBMH 104	48" DIAMETER	R-2573**

* INSTALL PRESERVER ENERGY DISSIPATOR (OR APPROVED EQUAL) ON INLET PIPE AND SKIMMER ON OUTLET PIPE

** TYPE C GRATE

UTILITY CROSSINGS

1.	TOP 6" SANITARY: BTM 12" STORM: SEPARATION:	922.6 928.7 6.1
2.	TOP 6" SANITARY: BTM 10" STORM: SEPARATION:	925.4 929.7 4.3
3.	TOP 6" SANITARY: BTM 1.5" WATER: SEPARATION:	926.7 928.8 2.1
4.	TOP 1.5" WATER: BTM 10" STORM: SEPARATION:	927.9 929.9 2.0
5.	TOP 8" SANITARY: BTM 1.5" WATER: SEPARATION:	+921.5 927.0 ±5.5

LEGEND

EXISTING	PROPOSED	
		PROPERTY LINE
		EASEMENT LINE
		BITUMINOUS PAVEMENT
		CONCRETE WALK/STOOP
		CONCRETE PAVEMENT
		CURB LINE
		STORM SEWER
		SANITARY SEWER
		WATER MAIN
		RETAINING WALL
		UNDERGROUND ELECTRIC
		UNDERGROUND GAS
		UNDERGROUND DATA
		STORM CATCH BASIN
		STORM MANHOLE
		STORM FLARED END SECTION
		HYDRANT
		GATE VALVE
		LIGHT POLE
		OTHER SYMBOLS

BENCHMARK

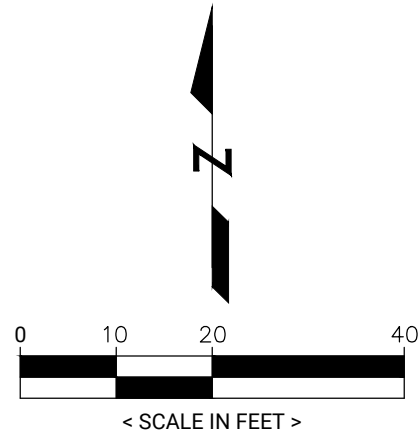
MINNESOTA DEPARTMENT OF TRANSPORTATION
GSD STATION #01802, NAMED 1985 Z
ELEVATION: 847.66 (NAVD 88)

UTILITY PLAN NOTES

- SANITARY SEWER, WATER MAIN, AND STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CITY'S STANDARD DETAIL SPECIFICATIONS, CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS, AND THE MINNESOTA PLUMBING CODE.
- A MINIMUM OF 7.5 FEET OF COVER SHALL BE REQUIRED FOR ALL WATER MAIN AND FORCEMAIN.
- FIRE HYDRANTS AND GATE VALVES SHALL BE IN ACCORDANCE WITH THE CITY'S REQUIREMENTS.
- A MINIMUM OF 2.0 FEET OF VERTICAL SEPARATION SHALL BE REQUIRED FOR ALL UTILITY CROSSINGS.
- ALL WATER MAIN WORK AND TESTING SHALL BE COORDINATED WITH THE CITY'S PUBLIC WORKS DEPARTMENT.
- ALL WATER MAIN MUST HAVE A CONDUCTIVITY TEST, HYDROSTATIC TEST, AND BACTERIA TEST BEFORE THE PROJECT IS COMPLETE AND TURNED ON.
- FINAL BUILDING UTILITY SERVICES AND DOWNSPOUT LOCATIONS SHALL BE VERIFIED WITH ARCHITECTURAL AND PLUMBING PLANS.
- LOCATING WIRES SHALL BE INSTALLED ON ALL NON-CONDUCTIVE STORM SEWER, SANITARY SEWER, AND WATER LINES IN ACCORDANCE WITH THE MINNESOTA RURAL WATER ASSOCIATION (MRWA) TRACE WIRE SPECIFICATION GUIDE AND DETAILS.
- INSTALL METER BOX FRAME AND SOLID LID (NEENAH R-1914-A, OR APPROVED EQUAL) OVER ALL CLEANOUTS.
- ALL WORK WITHIN THE ADJACENT STREET RIGHTS OF WAY MUST BE COORDINATED WITH AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT.

KEYNOTES

- GREASE TRAP PER TENANT REQUIREMENTS. ELEVATIONS OF GREASE TRAP AND PIPING TO BE CONFIRMED AT TIME OF CONSTRUCTION.
- ELECTRIC SERVICE AND METER LOCATION.
- GAS SERVICE AND METER LOCATION.
- TELEPHONE/DATA SERVICE LOCATION.
- LOWER WATER BELOW STORM SEWER TO PROVIDE 24" MINIMUM SEPARATION. INSULATE CROSSING.



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

NAME: JOSEPH T RADACH PE
SIGNATURE:
DATE: 02/21/23 LIC #: 45889

REVISIONS	ISSUE DATE: 02/21/23	BY: JTR
1.	03/09/23	PER CITY COMMENTS
3.		
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OWNER

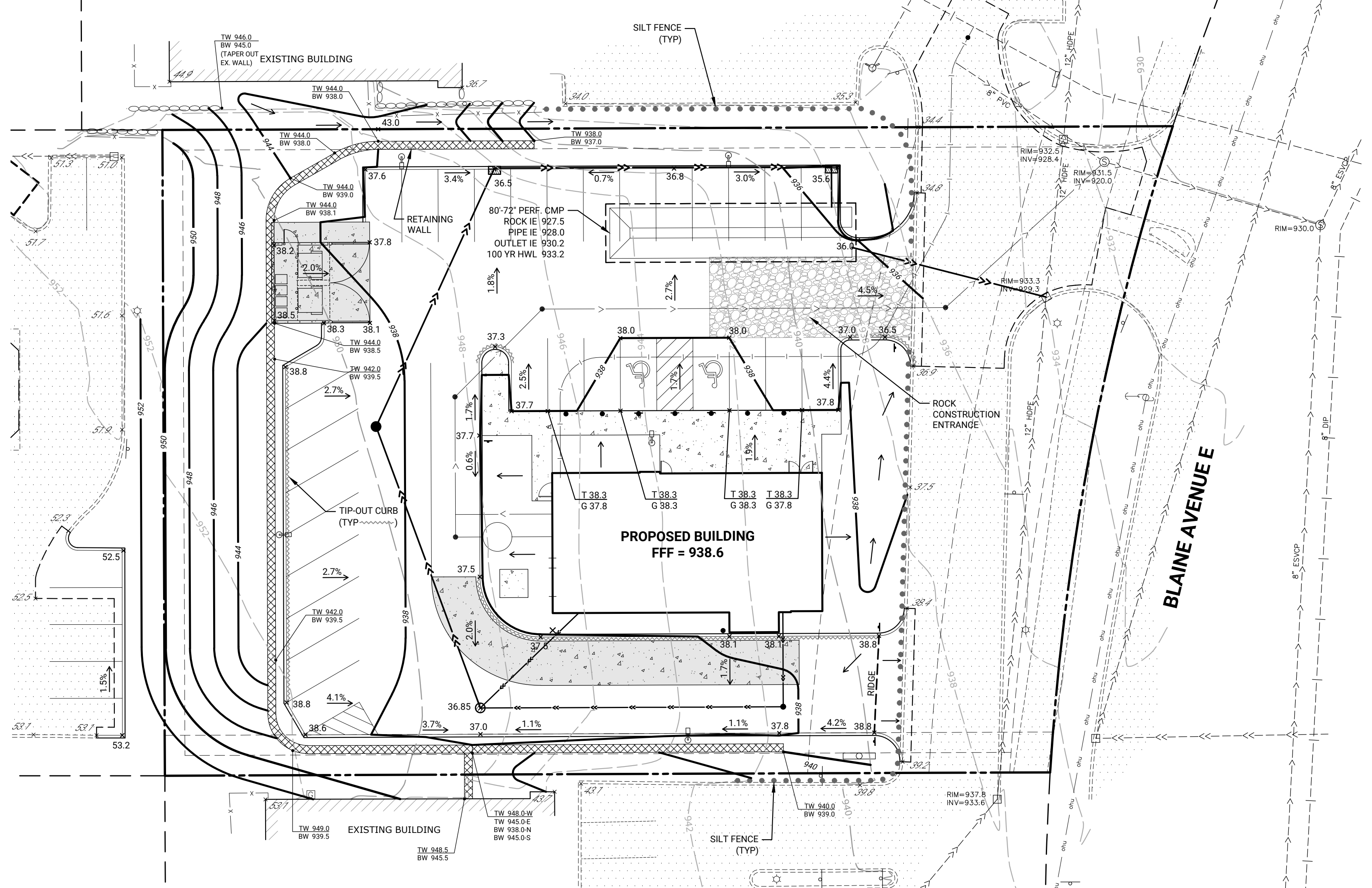
2C DEVELOPMENT, LLC
11985 Technology Drive, Suite 110
Eden Prairie, MN 55344

UTILITY PLAN

CHIPOTLE RESTAURANT
Blaine Avenue & Upper 55th Street E
Inver Grove Heights, Minnesota

SHEET NUMBER

C3.1



GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5" DIAMETER CRUSHED GRANITE ROCK MULCH OVER FILTER FABRIC	3" DEPTH
	GRANITE COBBLE	4-8" DIAMETER GRANITE COBBLE OVER FILTER FABRIC	6-8" DEPTH
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4" TOPSOIL	N/A

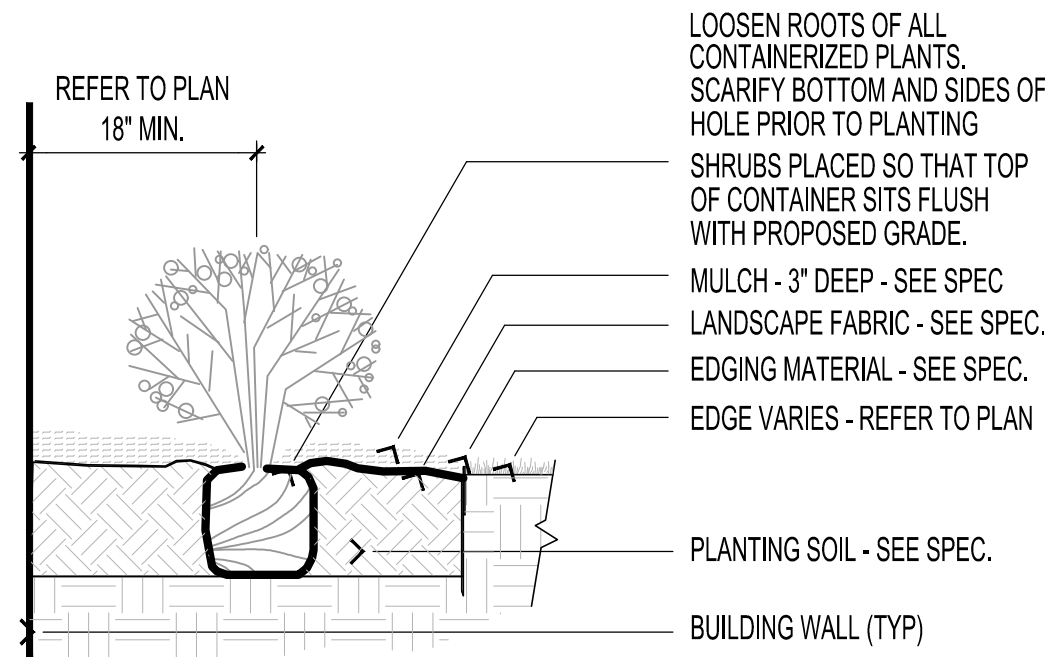
GROUNDCOVER SCHEDULE:

DECIDUOUS TREES					
PRE	2	PRINCETON ELM	Ulmus americana 'Princeton'	2.5" CAL	B&B SINGLE STEM
RIV	-	RIVER BIRCH	Betula nigra	2.5" CAL	B&B SINGLE STEM
RPM	2	REDPOINT MAPLE	Acer rubrum 'Redpoint'	2.5" CAL	B&B SINGLE STEM
SWO	1	SWAMP WHITE OAK	Quercus bicolor	2.5" CAL	B&B SINGLE STEM

ORNAMENTAL TREES					
ABS	-	AUTUMN BRILLIANCE SERVICEBERRY	Amelanchier x grandiflora 'Autumn Brilliance'	1.5" CAL	B&B SINGLE STEM
JTL	-	JAPANESE TREE-LILAC	Syringa reticulata 'Ivory Silk'	1.5" CAL	B&B SINGLE STEM
PFC	3	PRAIRIEFIRE CRABAPPLE	Malus x 'Prairiefire'	1.5" CAL	B&B SINGLE STEM
RSC	-	RED SPLENDOR CRABAPPLE	Malus x 'Red Splendor'	1.5" CAL	B&B SINGLE STEM
SSC	3	SPRING SNOW CRABAPPLE	Malus x 'Spring Snow'	1.5" CAL	B&B SINGLE STEM

EVERGREEN TREES					
BH	5	BLACK HILLS SPRUCE	Picea glauca densata	6' HGT	B&B FULL FORM

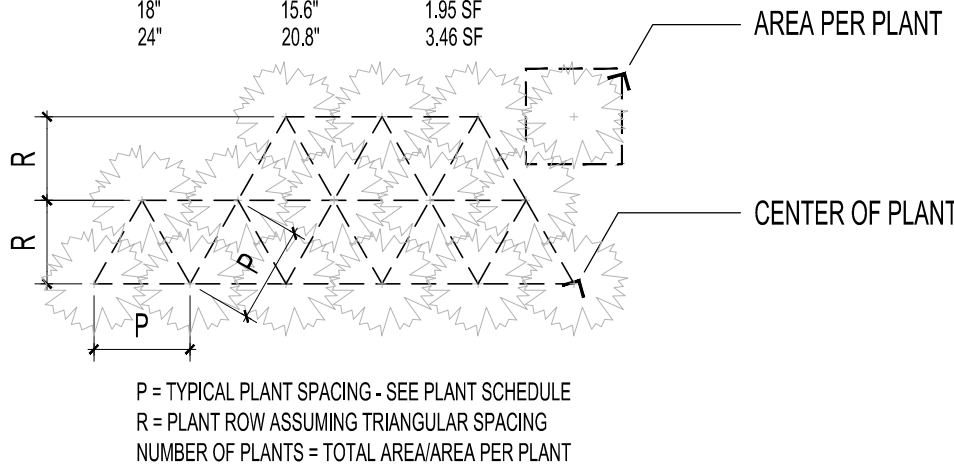
TREE PLANTING SCHEDULE:



1 SHRUB PLANTING DETAIL

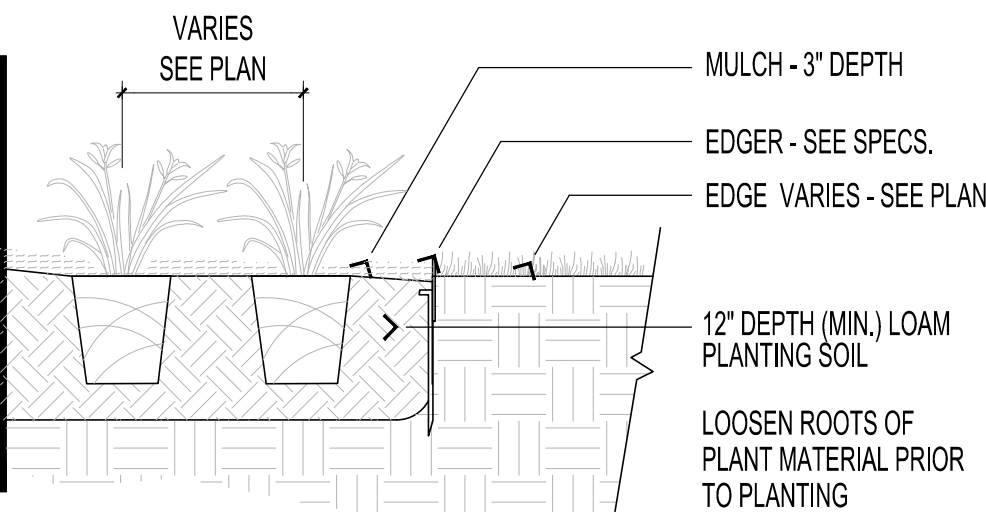
SCALE: 3/4" = 1'-0"

O.C. PLANT SPACING		
P =	R =	AREA PER PLANT IN SF =
12"	10.5"	0.87 SF
15"	12.7"	1.35 SF
18"	15.6"	1.95 SF
24"	20.8"	3.46 SF



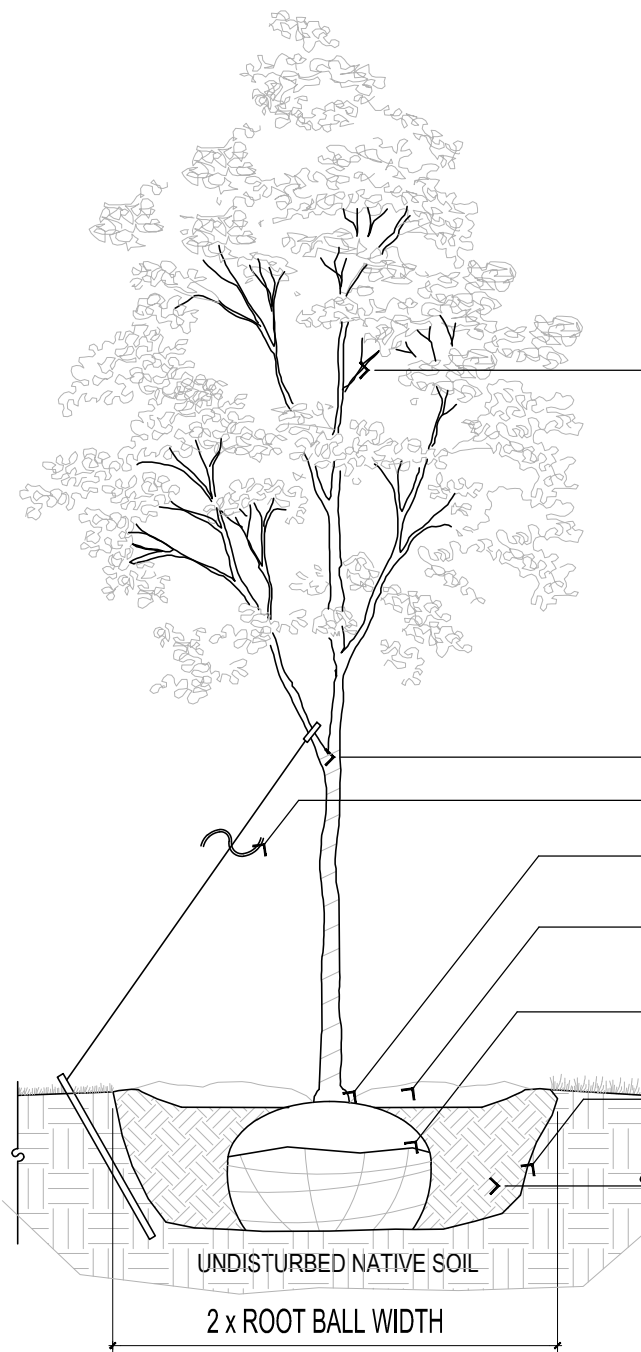
2 PERENNIAL SPACING GUIDELINES

SCALE: 3/4" = 1'-0"



3 PERENNIAL PLANTING

SCALE: 3/4" = 1'-0"



4 DECIDUOUS TREE PLANTING DETAIL

SCALE: 1/2" = 1'-0"

TREES SHALL BE PLUMB IN BOTH DIRECTIONS AFTER PLANTING. STAKING IS SUGGESTED, BUT IS AT THE CONTRACTOR'S DISCRETION. THE TREE MUST BE MAINTAIN PLUMB THROUGH THE WARRANTY PERIOD AND CONFORM WITH A.I.A. GUIDELINES FOR STANDARD LANDSCAPE PRACTICES

PRUNE ANY DAMAGED OR CROSSING BRANCHES

REMOVE ALL FLAGGING AND LABELING AND DISPOSE FROM SITE

INSTALL BACKFILL IN 8-12" DEEP LAYERS & SATURATE SOIL WITH WATER. DO NOT COMPACT MORE THAN NEEDED TO MAINTAIN PLUMB

BACKFILL SHALL FORM WATERING RING AT OUTER EDGE AND BE FILLED WITH WATER AT TIME OF INITIAL PLANTING PRIOR TO MULCHING

TREE WRAP TO FIRST BRANCH

SAFETY FLAGGING IF STAKING IS USED

VERIFY ROOT FLARE ELEVATION AND PLACE AT OR JUST ABOVE SURROUNDING GRADE

4" DEEP MULCH - NO MULCH IN DIRECT CONTACT WITH TRUNK

CUT BACK WIRE BASKET AND REMOVE BURLAP FROM TOP OF BALL

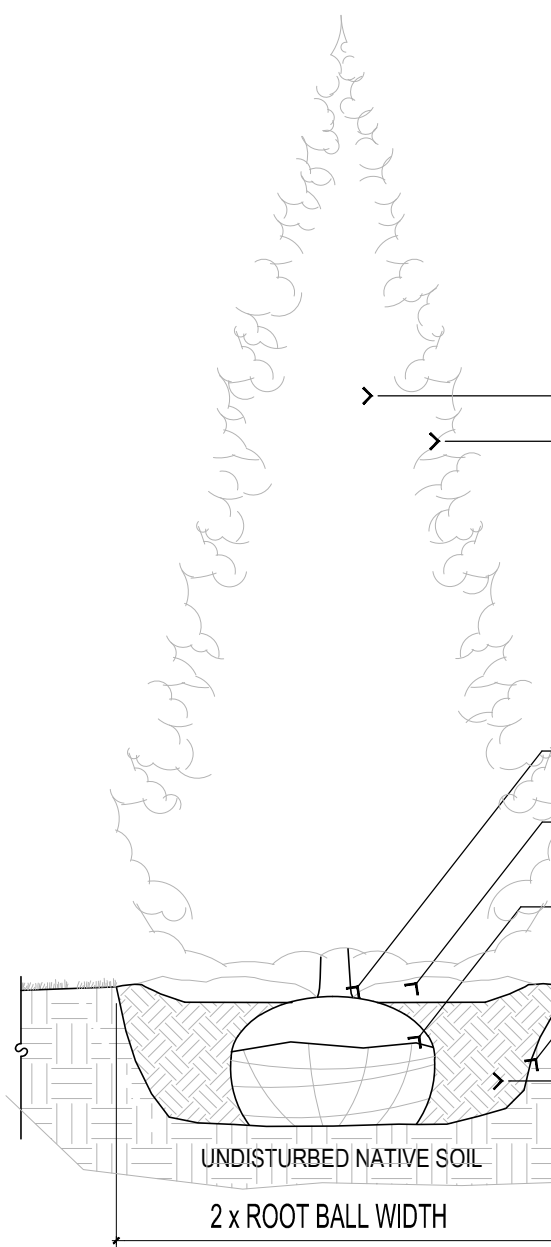
SCARIFY BOTTOM AND SIDES OF HOLE

LOAM PLANTING SOIL

UNDISTURBED NATIVE SOIL

2 x ROOT BALL WIDTH

CONTRACTOR SHALL FIELD TEST PERCOLATION RATES PRIOR TO PLANTING AND NOTIFY LANDSCAPE ARCHITECT IF POOR DRAINAGE IS SUSPECTED



5 CONIFEROUS TREE PLANTING DETAIL

SCALE: 1/2" = 1'-0"

TREES SHALL BE PLUMB IN BOTH DIRECTIONS AFTER PLANTING. STAKING IS SUGGESTED, BUT IS AT THE CONTRACTOR'S DISCRETION. THE TREE MUST BE MAINTAIN PLUMB THROUGH THE WARRANTY PERIOD AND CONFORM WITH A.I.A. GUIDELINES FOR STANDARD LANDSCAPE PRACTICES

PRUNE ANY DAMAGED OR CROSSING BRANCHES

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TREE WRAP TO FIRST BRANCH

SAFETY FLAGGING IF STAKING IS USED

VERIFY ROOT FLARE ELEVATION AND PLACE AT OR JUST ABOVE SURROUNDING GRADE

4" DEEP MULCH - NO MULCH IN DIRECT CONTACT WITH TRUNK

CUT BACK WIRE BASKET AND REMOVE BURLAP FROM TOP OF BALL

SCARIFY BOTTOM AND SIDES OF HOLE

LOAM PLANTING SOIL

UNDISTURBED NATIVE SOIL

2 x ROOT BALL WIDTH

CONTRACTOR SHALL FIELD TEST PERCOLATION RATES PRIOR TO PLANTING AND NOTIFY LANDSCAPE ARCHITECT IF POOR DRAINAGE IS SUSPECTED

PER THE CITY OF INVER GROVE HEIGHTS LANDSCAPE ORDINANCE, REQUIRED LANDSCAPE QUANTITIES FOR THIS PROJECT ARE CALCULATED AS FOLLOWS:

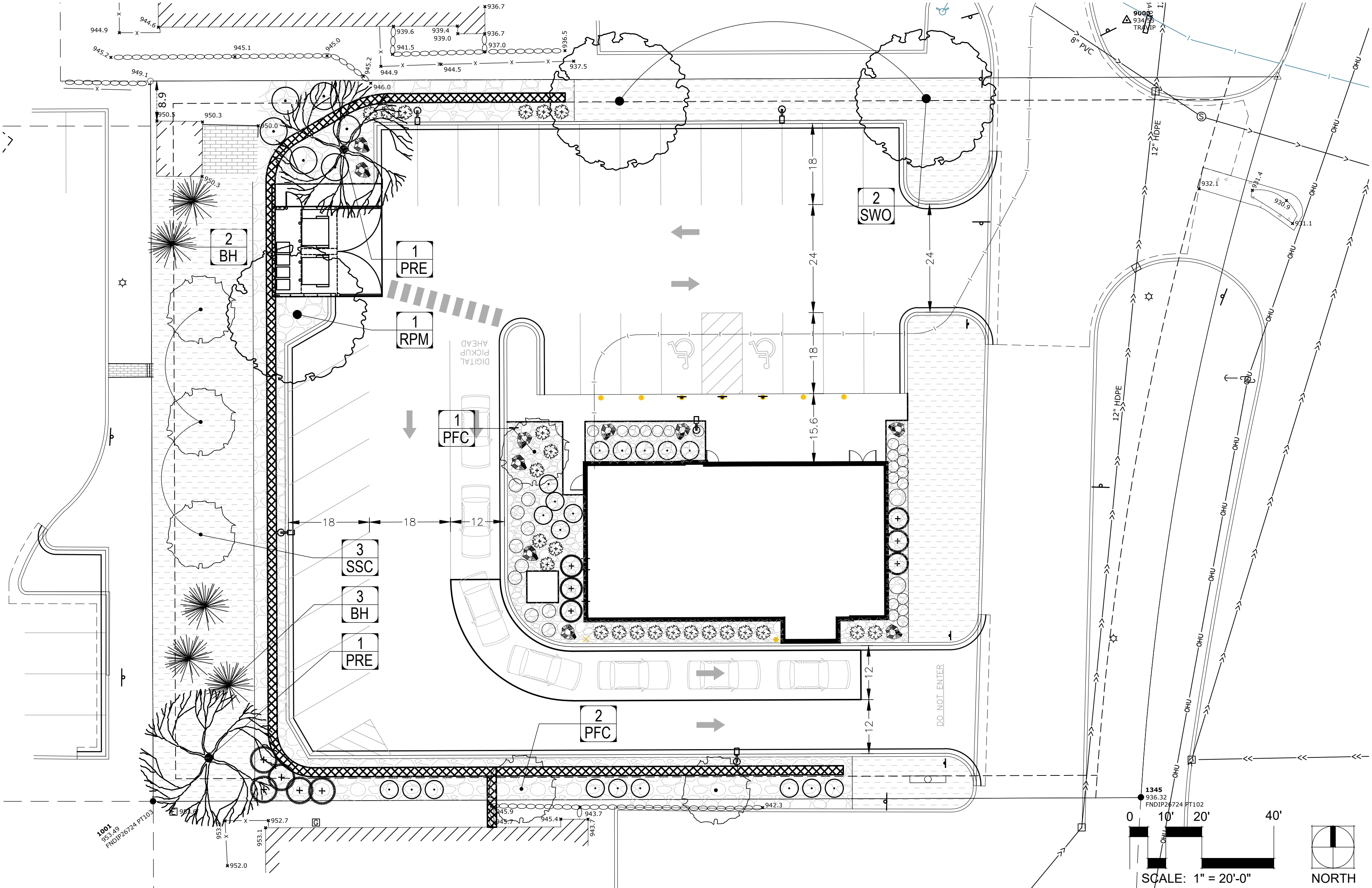
- TREE PLANTINGS USING THE GREATER OF THE FOLLOWING:
 - ONE TREE PER 1,000 SF OF GROSS BUILDING AREA = 2371 SF/1,000 = 2.3 TREES (ROUNDED UP TO 3)
 - ONE TREE PER 50 LF OF SITE PERIMETER = 793 LF/50 = 15.9 TREES (ROUNDED UP TO 16)

- CITY ORDINANCE ALSO REQUIRES ONE TREE PER EVERY 10 PARKING STALL = 30 STALLS/3 = 3 TREES

- LANDSCAPING PROVIDED AS FOLLOWS:
 - DECIDUOUS OVERSTORY TREES = 5 TREES
 - CONIFEROUS TREES = 5 TREES (COUNTED AS OVERSTORY)
 - ORNAMENTAL TREES (2 FOR EACH REQ'D) = 6 TREES EQUAL TO 3 OVERSTORY TREES
 - SHRUBS (6 per REQ'D TREE) = 36 SHRUBS EQUAL TO 6 OVERSTORY TREES

- TREES WILL BE PLANTED AT THE MINIMUM SIZES AS SHOWN ON THE PLANT SCHEDULE. PROPOSED MINIMUM SIZES ARE:
 - 2.5" CAL. FOR DECIDUOUS TREES
 - 6' HEIGHT FOR CONIFEROUS TREES
 - 1.5" CAL. FOR ORNAMENTAL TREES
 - 24" HEIGHT FOR CONIFEROUS SHRUBS
 - 24" HEIGHT FOR DECIDUOUS SHRUBS

LANDSCAPE CALCULATIONS:



OVERALL TREE PLANTING & LANDSCAPE PLAN:

THE CONTRACTOR SHALL:
VISIT SITE PRIOR TO SUBMITTING BID TO INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE SCOPE OF WORK.

VERIFY THE LAYOUT AND ANY DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT ANY DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN OR INTENT OF THE PROJECT LAYOUT.

ASSURE COMPLIANCE WITH ALL APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK OR MATERIALS SUPPLIED.

PROTECT ALL EXISTING FEATURES FROM DAMAGE DURING PLANTING OPERATIONS. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER.

CALL GOPHER-ONE TO VERIFY ALIGNMENT AND LOCATION OF ALL UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.

ESTABLISH TO THEIR SATISFACTION THAT SOIL AND COMPACTION CONDITIONS ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AT AND AROUND THE BUILDING SITE.

UTILITIES, BACKGROUND INFORMATION, AND LAYOUT:
ALL UNDERGROUND UTILITIES SHALL BE LAID SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIN. ADEQUATELY COMPACT ANY EXCAVATED AREAS TO AVOID FUTURE SETTLEMENT.

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER EXISTING ELEMENTS BASED UPON INFORMATION SUPPLIED TO LANDSCAPE ARCHITECT BY OTHERS. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF DISCREPANCIES THAT WOULD COMPROMISE THE DESIGN INTENT PRIOR TO BEGINNING CONSTRUCTION.

THE ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING. ANY CHANGE IN ALIGNMENT MUST BE APPROVED BY LANDSCAPE ARCHITECT.

LANDSCAPE INSTALLATION AND PHASING:
COORDINATE THE LANDSCAPING AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.

NO PLANTINGS SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE PLANTING AREAS.

PLANT MATERIALS:
ALL PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NURSERY STOCK STANDARDS AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA).

PLANTS SHALL NOT BE STOCKPILED ON SITE ANY LONGER THAN NECESSARY AND SHALL HAVE ADEQUATE WATERING AT ALL TIMES PRIOR TO PLANTING. PLANTS THAT SHOW OBVIOUS SIGNS OF DISTRESS FROM HEAT, OR LACK OF WATER, SHALL NOT BE INSTALLED. ROOT BALLS FOR ALL TREES SHALL BE COVERED WITH MULCH WHILE AWAITING PLANTING.

UNLESS NOTED OTHERWISE, DECIDUOUS SHRUBS SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED SHRUB HEIGHT. ORNAMENTAL TREES SHALL HAVE NO Y CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3' ABOVE THE ROOT FLARE. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE THE ROOT FLARE.

ANY CONIFEROUS TREE PREVIOUSLY PRUNED FOR CHRISTMAS TREE SALES SHALL NOT BE USED. ALL CONIFEROUS TREES SHALL HAVE A FULL, NATURAL FORM CONSISTENT WITH THE SPECIES.

THE LANDSCAPE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF ANY DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS TAKE PRECEDENCE OVER NOTES.

ALL PROPOSED PLANTS SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE ALL STAKING PRIOR TO ANY DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT PRIOR TO THE SUBMISSION OF A BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS ARE OCCASIONALLY NEEDED IN THE FIELD. SHOULD AN ADJUSTMENT BE REQUIRED, THE LANDSCAPE ARCHITECT MUST BE NOTIFIED IN ADVANCE TO DISCUSS AN ACCEPTABLE MODIFICATION.

ALL PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 0-20-20 OF 12 OZ PER 2.5" CALIPER PER TREE AND 6 OZ PER SHRUB WITH AN ADDITIONAL APPLICATION OF 10-10-10 THE FOLLOWING SPRING IN THE TREE SAUCER.

ALL PLANTING AREAS RECEIVING GROUND COVER, PERENNIALS, ANNUALS, AND/OR VINES SHALL RECEIVE A MINIMUM OF 8" DEPTH OF PLANTING SOIL CONSISTING OF AT LEAST 45 PARTS TOPSOIL, 45 PARTS PEACOMPOST AND 10 PARTS SAND.

ALL PLANTS SHALL BE INSTALLED PER THE PLANTING DETAILS.

WRAPPING MATERIAL SHALL BE CORRUGATED PVC PIPING 1" GREATER IN CALIPER THAN THE TREE BEING PROTECTED OR QUALITY, HEAVY, WATERPROOF CREPE PAPER MANUFACTURED FOR THEIR PURPOSE. WRAP ALL DECIDUOUS TREES PLANTED IN THE FALL PRIOR TO 12-1 AND REMOVE ALL WRAPPING AFTER 5-1.

IF THE LANDSCAPE CONTRACTOR IS CONCERNED OR PERCEIVES ANY DEFICIENCIES IN THE PLANT SELECTIONS, SOIL CONDITIONS OR ANY OTHER SITE CONDITION WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR GUARANTEE, HE MUST BRING THESE DEFICIENCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION.

EDGING AND MAINTENANCE STRIPS:
BLACK POWDER COATED STEEL EDGER TO BE USED TO CONTAIN SHRUBS, PERENNIALS, AND ANNUALS WHERE BED MEETS SOD/SEED UNLESS NOTED OTHERWISE.

PLANTING NOTES:

SYM	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	CONT	COMMENTS
DECIDUOUS SHRUBS						
ANH	5	ANNABELLE HYDRANGEA	Hydrangea arborescens 'Annabelle'	24" HGT	POT	4' O.C.
AWS	5	ANTHONY WATERER SPIREA	Spiraea x bumalda 'Anthony Waterer'	24" HGT	POT	4' O.C.
DBH	9	DWARF BUSH HONEYSUCKLE	Diervilla lonicera	24" HGT	POT	4' O.C.
MKL	-	MISS KIM LILAC	Syringa patula 'Miss Kim'	24" HGT	POT	5' O.C.
RTD	6	RED TWIGGED DOGWOOD	Cornus sericea 'Bailladelline'	24" HGT	POT	4' O.C.

CONIFEROUS SHRUBS						
ARJ	3	ARCADIA JUNIPER	Juniperus sabina 'Arcadia'	3 GAL	POT	5' O.C.
DFJ	3	DAUB'S FROSTED JUNIPER	Juniperus chinensis 'Daub's Frosted'	3 GAL	POT	5' O.C.
TYE	5	TAUNTON YEW	Taunton x media 'Taunton'	3 GAL	POT	5' O.C.

PERENNIALS AND GRASSES						
AJS	-	AUTUMN JOY SEDUM	Sedum x 'Autumn Joy'	1 GAL	POT	24" O.C.
BES	-	BLACK EYED SUSAN	Rudbeckia goldsturm	1 GAL	POT	24" O.C.
HAM	-	HOSTA - VARIEGATED	Hosta x 'Alba Marginata'	1 GAL	POT	24" O.C.
HGS	7	HOSTA - GOLD STANDARD	Hosta x 'Gold Standard'	1 GAL	POT	24" O.C.
HSP	7	HOSTA - SUN POWER	Hosta x 'Sun Power'	1 GAL	POT	30" O.C.
KFG	24	KARL FOERSTER GRASS	Calamagrostis x acutiflora 'Karl Foerster'	2 GAL	POT	24" O.C.
PUC	2	PURPLE CONEFLOWER	Echinacea purpurea	1 GAL	POT	24" O.C.
STD	13	STELLA d' ORO DAYLILY	Hemerocallis x 'Stella d' Oro'	1 GAL	POT	18" O.C.
WLC	3	WALKER'S LOW CATMINT	Nepeta faassenii 'Walker's Low'	1 GAL	POT	30" O.C.

PLANTING SCHEDULE (THIS PAGE ONLY):

MAINTENANCE STRIPS SHALL HAVE EDGER AND MULCH AS SPECIFIED OR AS INDICATED ON DRAWINGS.

MULCHING:
ROCK MULCH OR COBBLE SHALL BE CLEAN AND FREE OF ANY SIGNIFICANT DIRT, SOIL, OR ORGANIC MATTER THAT WILL PROMOTE WEED GROWTH. HIGH QUALITY GEOTEXTILE FABRIC, WITH EDGES OVERLAPPED AT LEAST 12", SHALL BE PLACED UNDER ALL ROCK MULCH.

ALL SHRUB BED MASSES SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL PERENNIAL PLANTING BEDS SHALL RECEIVE 3" COMPACTED DEPTH LAYER OF BROWN SHREDDED WOOD MULCH WITH A UNIFORM TREATMENT OF PRE-EMERGENT HERBICIDE (PREEN OR EQUAL) APPLIED PRIOR TO MULCHING.

ALL TREES SHALL HAVE A MULCH RING (MINIMUM 48" DIAMETER) OF 4" DEEP SHREDDED HARDWOOD MULCH WITH NONE IN DIRECT CONTACT WITH TREE TRUNK.

SPREAD GRANULAR PRE EMERGENT HERBICIDE (PREEN OR EQUAL) PER MANUFACTURER'S RECOMMENDED RATES UNDER ALL MULCHED AREAS INCLUDING TREE MULCH RINGS.

IRRIGATION:
VERIFY EXISTING/PROPOSED IRRIGATION SYSTEM LAYOUT AND CONFIRM LIMITS OF IRRIGATION PRIOR TO SUPPLYING SHOP DRAWINGS.

UNLESS SPECIFICALLY NOTED OTHERWISE, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION LAYOUT PLAN AND SHOP DRAWING AS A PART OF THE SCOPE OF WORK WHEN BIDDING. THE IRRIGATION SHOP DRAWINGS SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT PRIOR TO ORDERING MATERIALS OR INSTALLATION.

THE LANDSCAPE CONTRACTOR SHALL INSURE THAT ALL SODDED/SEEDED AND PLANTED AREAS ARE IRRIGATED PROPERLY, INCLUDING THOSE AREAS DIRECTLY AROUND AND ABUTTING BUILDING FOUNDATION.

TURF OR OTHER SEEDED AREAS SHALL BE ON DIFFERENT ZONES THAN PLANTING BEDS IN ORDER TO CONTROL WATER FLOW TO DIFFERING PLANT SPECIES.

IRRIGATION TRENCHES SHALL BE ADEQUATELY COMPACTED TO AVOID SETTLEMENT IN THE FUTURE.

THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH A WATERING/LAWN IRRIGATION SCHEDULE APPROPRIATE TO THE PROJECT SITE CONDITIONS AND TO PLANT MATERIAL GROWTH REQUIREMENTS.

SEEDING AND SODDING:
SEED ALL AREAS DISTURBED DUE TO GRADING OTHER THAN THOSE AREAS NOTED TO RECEIVE SOD. SEED SHALL BE INSTALLED AND MULCHED PER MNDOT SPEC UNLESS OTHERWISE NOTED.

ALL SEEDED AREAS WITH SLOPES STEEPER THAN 4:1 SHALL HAVE STRAW MAT, OR OTHER SUITABLE EROSION CONTROL METHODS, IN PLACE IMMEDIATELY AFTER SEEDING.

WHERE SOD OR SEED ABUTS A PAVED SURFACE, FINISHED GRADE SHALL BE HELD 1" BELOW SURFACE ELEVATION OF TRAIL, SLAB, CURB, ETC.

SOD SHALL BE LAID PARALLEL TO THE CONTOURS AND SHALL HAVE STAGGERED JOINTS. SOD MUST BE STAKED WITH WOOD LATH OR METAL STAKES ON SLOPES STEEPER THAN 3:1 OR IN DRAINAGE SWALES.

CALENDAR OR CLIMATIC RESTRICTIONS:
THE PREFERRED SODDING WINDOW IS FROM AUGUST 15th - OCTOBER 15th. HOWEVER, SOD MAY BE INSTALLED AT ANY TIME PROVIDED ADEQUATE IRRIGATION COVERAGE IS AVAILABLE. IF NO IRRIGATION IS AVAILABLE, THE CONTRACTOR IS RESPONSIBLE FOR SUPPLEMENTAL WATERING AS NEEDED FOR SOD ESTABLISHMENT.
THE PREFERRED FALL SEEDING WINDOW, FOR SITES WITHOUT IRRIGATION, IS FROM AUGUST 15th - SEPTEMBER 15th.

DORMANT SEEDING MAY OCCUR AFTER SOIL TEMPERATURES ARE CONSISTENTLY BELOW 45 DEGREES AND SHOULD GENERALLY NOT OCCUR PRIOR TO NOVEMBER 1st.

LANDSCAPE PLANTING SHOULD GENERALLY OCCUR FROM MAY 1st - JUNE 15th OR FROM SEPTEMBER 1st - OCTOBER 15th. PLANTING OUTSIDE THESE DATES IS NOT RECOMMENDED, BUT CAN OCCUR WITH PROPER CARE OF NURSERY STOCK ON SITE AND WITH AMPLE WATERING.

PLANTING SHALL NOT OCCUR IF TEMPERATURES ARE HIGHER THAN 85 F. DEGREES, OR IF WINDS EXCEED 15 MPH DURING PLANTING OPERATIONS.

PROTECT ALL EXISTING OAKS ON SITE SCHEDULED TO REMAIN. IF EXISTING OAKS ARE DAMAGED IN ANY MANNER, ABOVE OR BELOW GROUND IN THE ROOT SYSTEM, AN ASPHALTIC TREE PRUNING PAINT SHOULD BE APPLIED IMMEDIATELY AFTER WOUNDING. OAKS ARE NOT TO BE PRUNED, REMOVED OR TRANSPLANTED BETWEEN APRIL 15th AND JULY 1st.

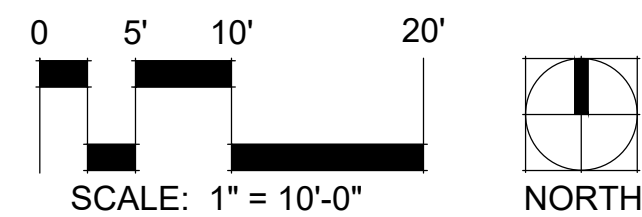
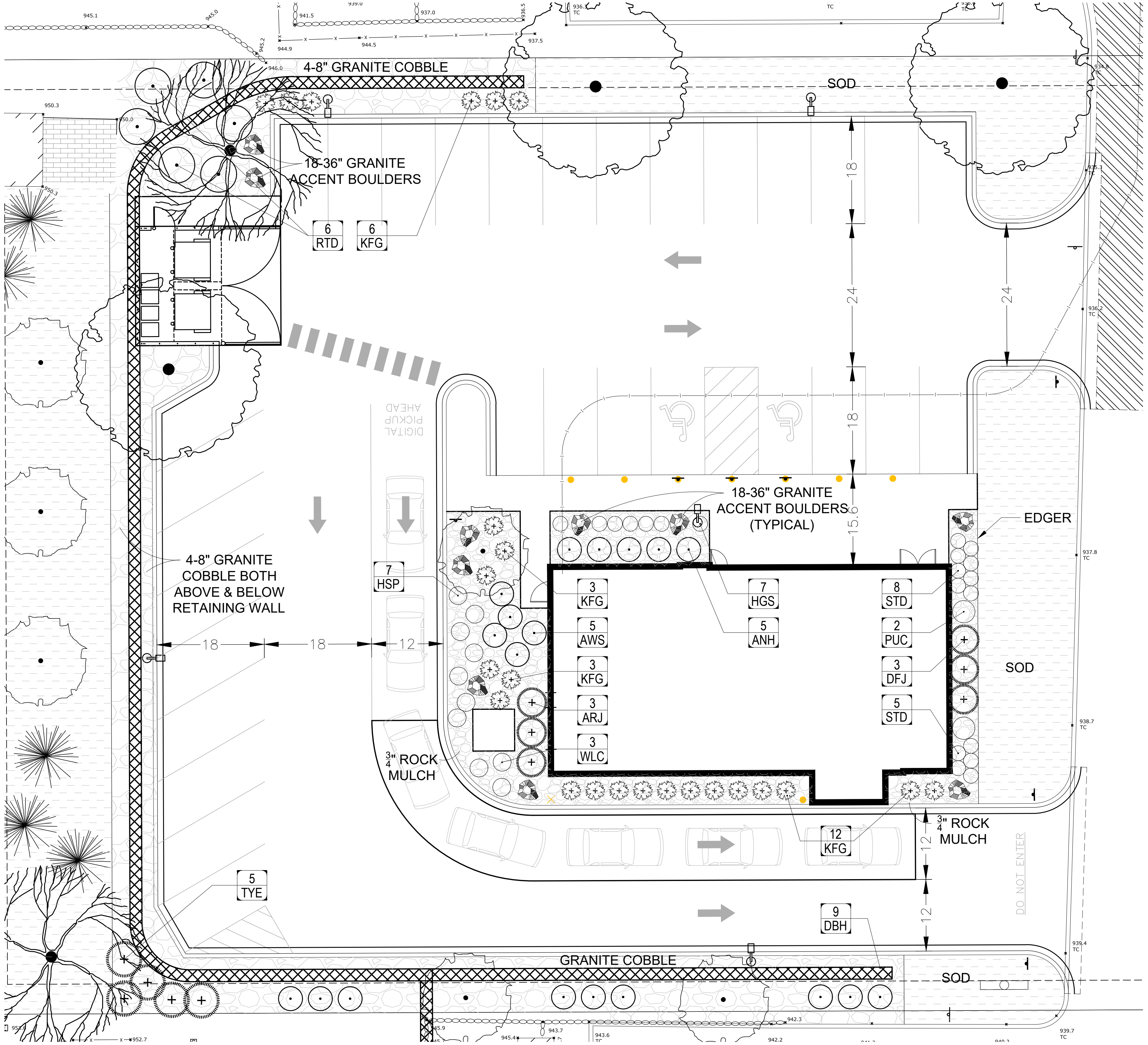
OWNER ACCEPTANCE AND WARRANTY REQUIREMENTS
THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST FOR OWNER ACCEPTANCE INSPECTION OF ALL LANDSCAPE AND SITE IMPROVEMENTS.

THE CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A MAINTENANCE PROGRAM INCLUDING, BUT NOT NECESSARILY LIMITED TO, PRUNING, FERTILIZATION AND DISEASE/PEST CONTROL.

AT A MINIMUM, THE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR FROM THE DATE OF OWNER ACCEPTANCE. THE WARRANTY INCLUDING AT LEAST ONE FULL GROWING SEASON FOR LANDSCAPE MATERIALS SHALL BEGIN ON THE DATE OF ACCEPTANCE BY THE LANDSCAPE ARCHITECT AFTER THE COMPLETION OF PLANTING OF ALL LANDSCAPE MATERIALS. PARTIAL ACCEPTANCE WILL NOT BE CONSIDERED.

REPRODUCIBLE AS-BUILT DRAWING(S) OF ALL LANDSCAPE INSTALLATION AND SITE IMPROVEMENTS UPON COMPLETION OF CONSTRUCTION INSTALLATION AND PRIOR TO PROJECT ACCEPTANCE.



GRAPHIC	MATERIAL	SPECIFICATION	NOTES
	ROCK MULCH	1.5\"/>	3\"/>
	GRANITE COBBLE	4-8\"/>	6-8\"/>
	SOD	BLUEGRASS PEAT SOD ON AT LEAST 4\"/>	N/A

GROUND COVER SCHEDULE:

SHRUB & PERENNIAL PLANTING PLAN:



14165 James Road - Suite 200A
Rogers, MN 55374

Phone: 612-237-8355
www.insideoutsidearchitecture.com

Project Name:
**CHIPOTLE
RESTAURANT**

Inver Grove Heights, Minnesota

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Registered Landscape Architect under the laws of the State of Minnesota.

Name: Paul Mangas
License #: 26017

**PRELIMINARY
DRAWINGS
NOT FOR CONSTRUCTION**
Signature:

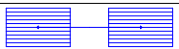
Project #: 23-002
Date: 2-21-2023
Revision: 3-7-2023

Drawn By: PK
Checked By: PK

Sheet Title:
**SHRUB & PERENNIAL
PLANTING PLAN**

Sheet Number:

L1-2

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
	1	WP	Single	0.900	EX-LITE WPC-28W WALL MOUNT AT 8FT	28	3914
	1	AA32	Back-Back	0.900	EX-LITE SAL-100W-T3 MOUNT ON 25FT POLE WITH 3FTBASE	200	13967
	2	AA4	Single	0.900	EX-LITE SAL 100W T4 MOUNT ON 25FT POLE WITH 3FTBASE	100	13638
	2	AA3	Single	0.900	EX-LITE SAL-100W-T3 MOUNT ON 25FT POLE WITH 3FTBASE	100	13967

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE GROUND	Illuminance	Fc	1.15	13.7	0.0	N.A.	N.A.
NORTH PARKING	Illuminance	Fc	3.08	4.5	1.8	1.71	2.50
WEST PARKING	Illuminance	Fc	2.47	4.5	0.5	4.94	9.00



TYPE AA



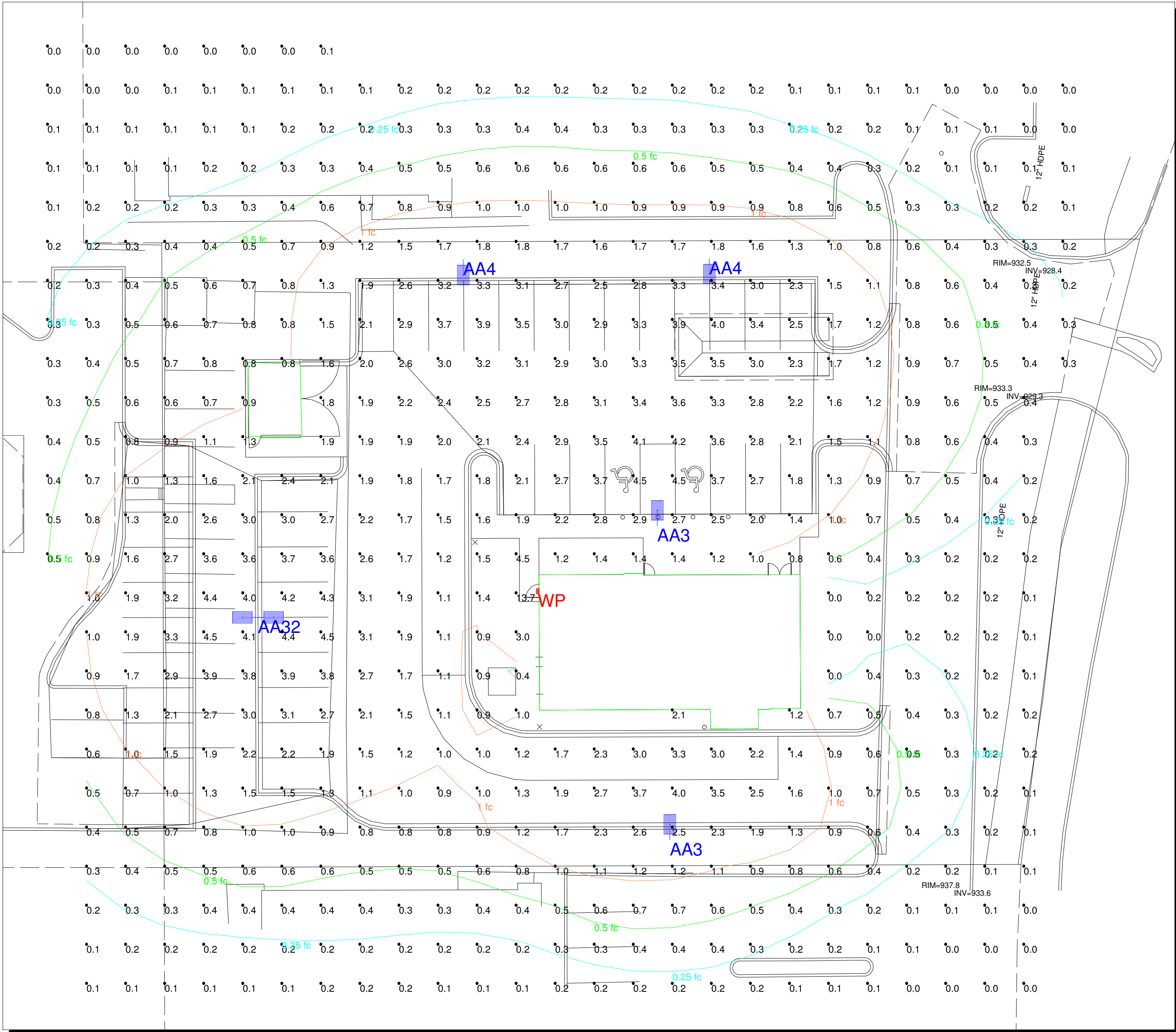
TYPE WP

GENERAL NOTES:

A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLAINT TO THE LOCAL, STATE, OR FEDERAL LIGHTNG CODES OR ORDINANCES.

B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.

C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON OBJECTS/SURFACES.



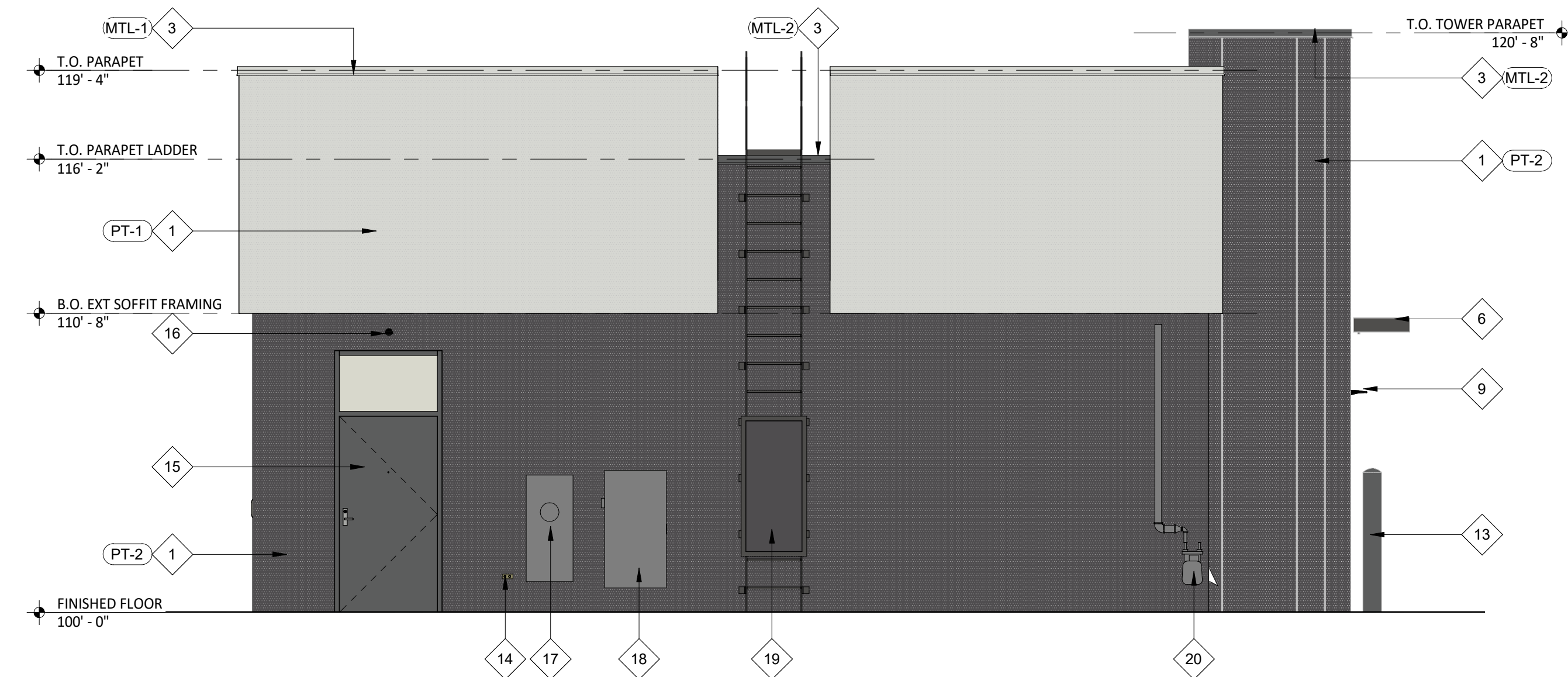
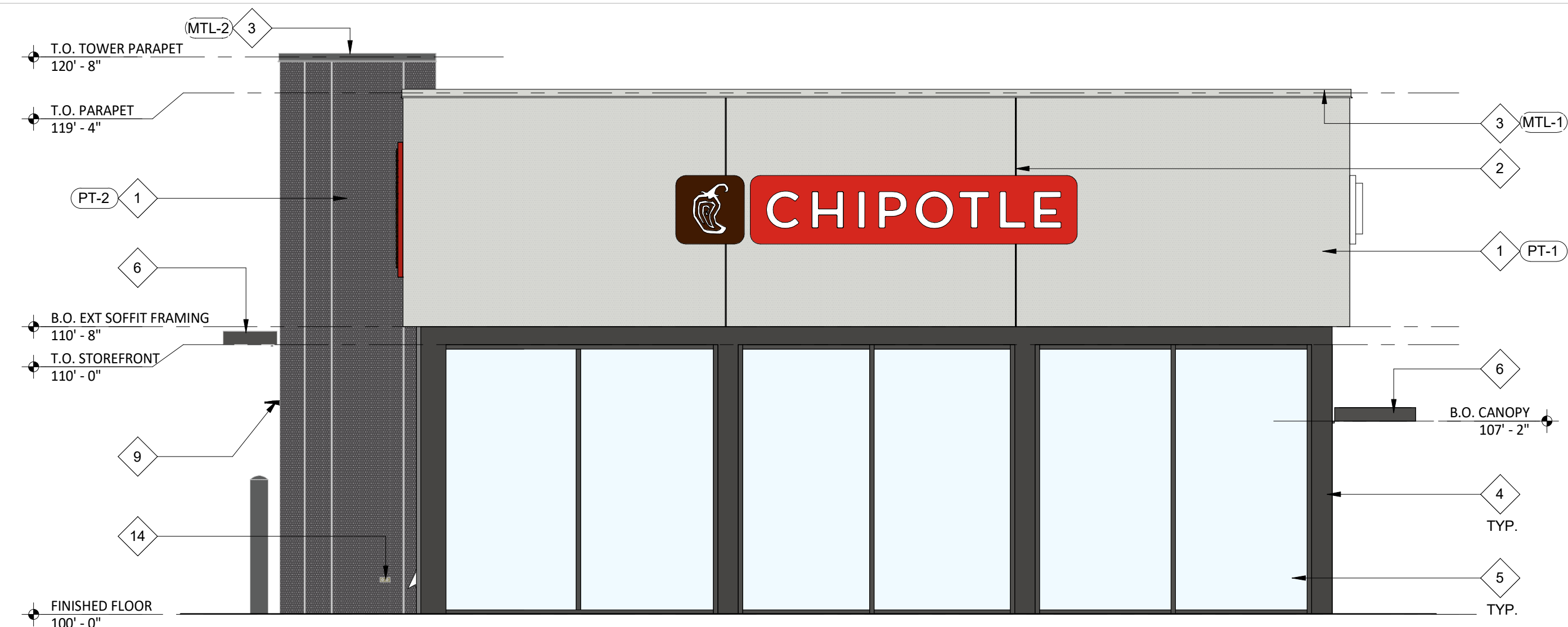
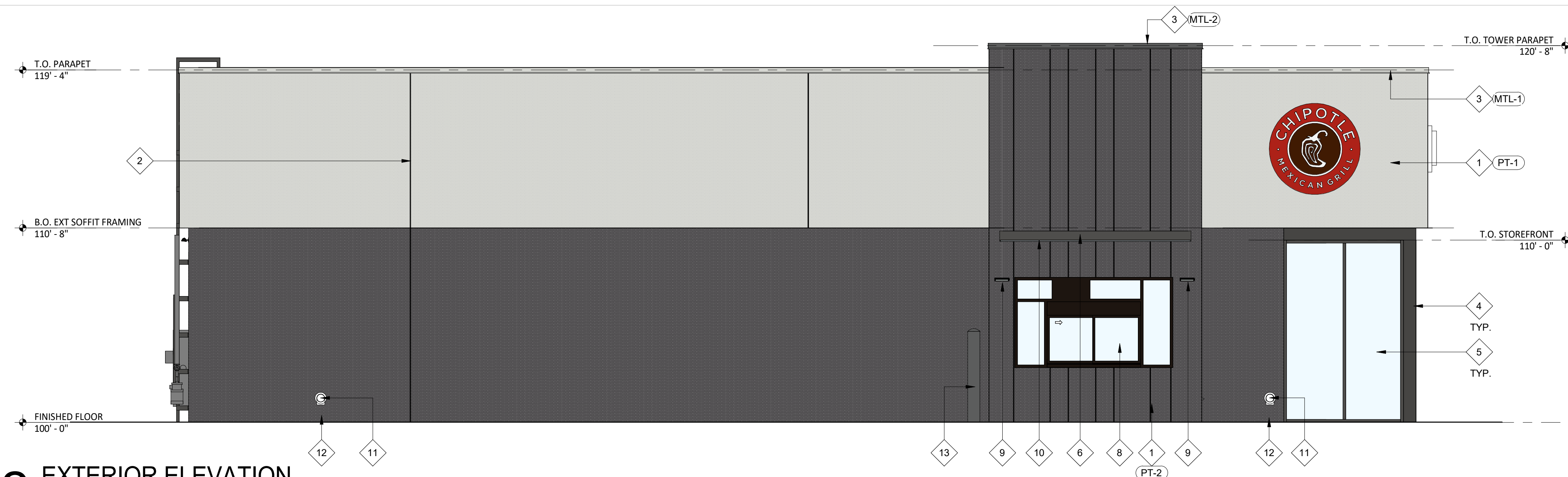
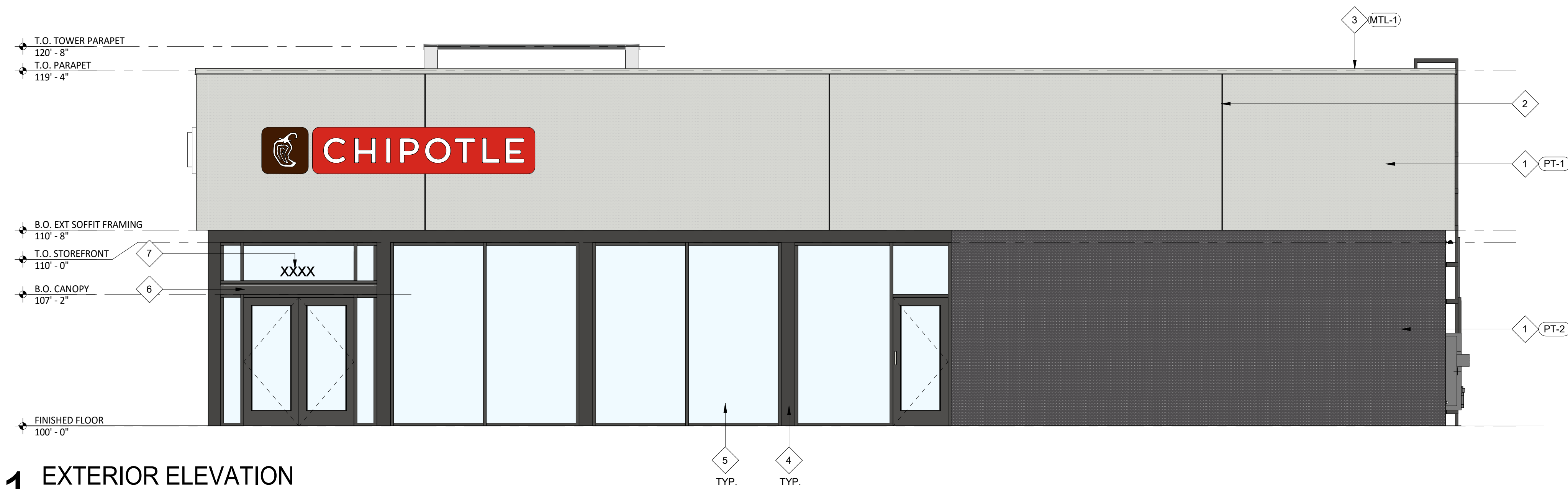
Plan View
Scale: 1 inch= 20 Ft.



#	Date	Comments
Revisions		

Drawn By: SANDY	Checked By: ROB C
Date:2/20/2023	
Scale: AS NOTED	

CHIPOTLE	INVER GROVE, MN
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EXT. ELEV GENERAL NOTES

A. METAL CANOPY IS AVAILABLE FROM AMERICAN PRODUCTS, INC. (API), PHONE: (813)-925-0144, E-MAIL: BIDS@AMERICANPROD.COM

KEYNOTE LEGEND

1	EIFS
2	EIFS JOINT - REFER TO MANUFACTURER'S RECOMMENDATION FOR SPACING REQUIREMENTS.
3	24 GAUGE PREFINISHED METAL COPING
4	PREFINISHED BREAK METAL
5	THERMALLY BROKEN ANODIZED ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLAZING - CAULK AROUND ENTIRE PERIMETER OF OPENINGS.
6	PREFINISHED METAL CANOPY.
7	VINYL BUILDING ADDRESS NUMBERS - COORDINATE REQUIREMENTS WITH AUTHORITIES HAVING JURISDICTION
8	PREFINISHED DARK BRONZE ALUMINUM PASS-THRU WINDOW WITH INTEGRATED INTERIOR AIR CURTAIN, TRANSOM AND SIDELITES - CAULK AROUND ENTIRE PERIMETER OF OPENING.
9	WALL PACK LIGHT (E3)
10	LED CHANNEL LIGHT (E4) - 126" IN TOTAL LENGTH
11	STAINLESS STEEL COW TOUNGE OVERFLOW ROOF DRAIN DISCHARGE.
12	CONCRETE SPLASH BLOCK
13	8" CONCRETE SAFETY BOLLARD
14	FROST PROOF WALL HYDRANT
15	INSULATED HOLLOW METAL DOOR AND FRAME - CAULK AROUND ENTIRE PERIMETER OF OPENING.
16	EXTERIOR EMERGENCY LIGHT (E2)
17	ELECTRICAL METER
18	ELECTRICAL FUSED DISCONNECT SWITCH
19	EXTERIOR ROOF LADDER WITH LOCKING GATE.
20	GAS METER

EXTERIOR FINISH SCHEDULE

FINISH		MATERIAL	COLOR	REMARKS
MTL-1	PREFINISHED METAL COPING		PPG: #1012-2 "FOG"	TO MATCH ADJACENT FINISH
MTL-2	PREFINISHED METAL COPING		PPG #1001-6 "KNIGHT'S ARMOR"	
PT-1	PAINT		PPG #1010-2 "FOG"	SATIN FINISH
PT-2	PAINT		PPG #1001-6 "KNIGHT'S ARMOR"	SATIN FINISH

CONSULTANT:



CLIENT:

PAUL TUCCI
2C DEVELOPMENT
11985 TECHNOLOGY DRIVE,
SUITE 110
EDEN PRARIE, MN 55344

PROJECT INFORMATION:

**"R GROVE HEIGHTS"
TENANT SHELL
BUILDING**
UPPER 55TH ST & BLAINE AVE.
INVER GROVE HEIGHTS, MN

SEAL:

NOT FOR
CONSTRUCTION

PROJECT NO.:	2023-0007
DRAWN BY:	D. ALDERINK
CHECKED BY:	TBD

ISSUE:	DATE:
ENTITLEMENT PKG	02/21/2023

REVISION:	DATE:
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TITLE:
EXTERIOR
ELEVATIONS

SHEET NUMBER:

A700



Request for Council Action

SUBJECT: **New Off-Sale Liquor License for Yangs Liquor**

MEETING DATE: May 8, 2023

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to conduct a public hearing and then take action on the application for an Off-Sale Liquor License for Yangs Liquor Inc, doing business as Arbor Point Liquor, 9084 Buchanan Trail.

BACKGROUND

Tou Lee Yang and MaiNou Yang have applied for an Off-sale Liquor License for the premises located at 9804 Buchanan Trail. This application results from the sale of an existing licensed business to a new owner. The Police Department conducted the requisite background investigations of the applicant and found no basis for the denial of the requests. The fees and certificate of insurance have been received. The public hearing notice was published in the April 28, 2023 issue of the Pioneer Press.

If approved by the Council, actual issuance of the license would be contingent upon fulfilling all requirements to hold an Off-sale Liquor License through the Minnesota Alcohol and Gambling Enforcement Division, and satisfactory inspections and approvals from the Fire and Building Departments.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends approval of the license following the public hearing.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Resolution Executing a Joint Powers Agreement for the Operation of a Residential Organics Drop-Off Site**

MEETING DATE: May 8, 2023

ITEM TYPE: Regular Business

CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, executing a Joint Powers Agreement between Dakota County and the City of Inver Grove Heights to operate a residential organics drop-off site.

BACKGROUND

Dakota County is expanding opportunities for residential organics composting by allocating funds and resources to establish residential organics drop-off sites throughout the county. These sites increase access to organics composting for all County residents given that residential curbside organics collection is not commonly available. Roughly 30% of residential trash is made up of organics. For this reason, diverting organics from the trash is Dakota County's preferred strategy to meet the legislative recycling goal of 75% by 2030. Organics diversion also reduces landfill emissions and provides the opportunity to make compost. Compost is a valuable product that enriches soil, retains moisture, and suppresses plant disease and pests. This leads to reduced need for watering and chemical use when used for landscaping.

The County has collaborated with cities to develop organics drop-off sites in Eagan, West St. Paul, Burnsville, Lakeville, Mendota Heights, Hastings, Rosemount, and Farmington and is continuing to expand to additional communities. The drop-off sites are intended to be temporary until residential curbside organics collection is widely available within the County, which is anticipated to be in 5-10 years.

The County has proposed a site plan and Joint Powers Agreement (JPA) with the City of Inver Grove Heights to locate an organics drop off site at Inver Glen Library, 8098 Blaine Ave E. The JPA defines the following roles and responsibilities for the City and County:

- **County Responsibilities:** Planning and support; Cost reimbursement for compostable bags, hauling and disposal costs; Retaining adequate hauling services; City-wide recruitment; Ongoing program registration; Welcome Kit distribution; Public training sessions; Dedicated program email and webpage; Ongoing communication; Remove snow and ice from drop-off area; Installation of site infrastructure.
- **City Responsibilities:** Purchase and store compostable bags; Stock compostable bag holders; Reimbursement requests for compostable bags; Program promotion; Periodic dumpster observations. All City responsibilities will be completed by the City's Environmental

Specialist and will not exceed staff time already budgeted for environmental programming within the Community Development Department.

The proposed site is located in the northwest corner of the Inver Glen Library parking lot. The proposed enclosure includes a 10'x18'x6 fenced enclosure with black vinyl coated posts and chain-link with black slats. It also includes two 4-yard organics dumpsters (5.5'x6' each), compostable bag holders, one public access door, two hauler access doors, and a concrete pad. Existing overhead parking lot lighting is located above the proposed enclosure.

The City's Planning Division and the City Attorney have reviewed the proposed site plan and draft JPA. The City's Building Inspections Division has reviewed the site plan and approved a building permit for the enclosure. The Dakota County Board reviewed and approved the JPA on April 25, 2023. Upon City approval of the JPA, the County would initiate installation of the enclosure, with an expected public opening date in August of this year.

FISCAL IMPACT

This item is budget neutral for the City.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, executing the Joint Powers Agreement.

ATTACHMENTS

1. Resolution
2. Joint Powers Agreement
3. Site Plan

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

RESOLUTION NO. _____

**RESOLUTION EXECUTING THE JOINT POWERS AGREEMENT BETWEEN THE
COUNTY OF DAKOTA AND THE CITY OF INVER GROVE HEIGHTS TO OPERATE
A RESIDENTIAL ORGANICS DROP OFF SITE**

WHEREAS, the State of Minnesota has a legislative recycling goal of 75% by 2030 and Dakota County is working to meet this goal;

WHEREAS, roughly 30% of the trash is made up of organics, and diverting organics from the trash is Dakota County's preferred strategy to meet the legislative recycling goal;

WHEREAS, Dakota County is expanding opportunities for residential organics composting by allocating funds and resources to establish residential organics drop off sites throughout the County;

WHEREAS, Dakota County has collaborated with cities to develop organics drop off sites in Eagan, West St. Paul, Burnsville, Lakeville, Mendota Heights, Hastings, Rosemount, and Farmington and is continuing to expand to additional communities;

WHEREAS, Dakota County has proposed a site plan and Joint Powers Agreement (JPA) with the City of Inver Grove Heights to locate an organics drop off at Inver Glen Library (8098 Blaine Ave E, Inver Grove Heights);

WHEREAS, the JPA defines all roles and responsibilities for the City of Inver Grove Heights and Dakota County related to the proposed organics drop off in Inver Grove Heights;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that the Council hereby authorizes execution of the JPA between the County of Dakota and the City of Inver Grove Heights to operate a residential organics drop off site.

Adopted this 8th day of May, 2023 by the City Council of the City of Inver Grove Heights, Minnesota.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
THE CITY OF INVER GROVE HEIGHTS
TO OPERATE A RESIDENTIAL ORGANICS DROP OFF SITE**

This Agreement is between the County of Dakota (County) and the City of Inver Grove Heights (Municipality).

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the County and the Municipality are governmental units as that term is defined in Minn. Stat. § 471.59; and

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

WHEREAS, by Resolution No.18-493 (September 18, 2018), the Dakota County Board of Commissioners adopted the 2018-2036 Solid Waste Master Plan (Master Plan); and

WHEREAS, the Master Plan includes a strategy to expand opportunities for residential organics recovery; and

WHEREAS, the Master Plan includes a tactic to co-develop and provide assistance for residential organics drop off sites with priority municipalities and/or partners until curbside organics collection is widely available; and

WHEREAS, the city of Inver Grove Heights asked, in partnership with the County, for an organics drop-off site to be located at the Dakota County Inver Glen Library at 8098 Blaine Avenue in Inver Grove Heights; and

WHEREAS, the County receives Select Committee on Recycling and the Environment (SCORE) funds from the state to implement landfill abatement programs; and

WHEREAS, Minn. Stat. § 115A.557 requires the County to expend a portion of the state-allocated SCORE funds on organics programming; and

WHEREAS, allocated SCORE funds are used for residential organics drop sites at Thompson County Park, Lebanon Hills Regional Park, the County Transportation Shop in Hastings, Burnsville Civic Center Park, Farmington Central Maintenance Facility, Mendota Heights Mendakota Park, Rosemount Public Works Facility, Lakeville Water Treatment Facility, and the Apple Valley Central Maintenance Facility; and

WHEREAS, Municipality responsibilities include: collaborate with County on participant promotion and communications; purchase, store, and stock compostable bags; site monitoring in collaboration with County; and administration for invoicing and reimbursement; and

WHEREAS, County responsibilities include: provide one drop-off location to collect organics from Dakota County residents; install and maintain drop-off site infrastructure and maintenance; retain a licensed hauler for collection services; maintain a list of acceptable organic materials and drop-site guidelines; develop and provide participant training; administer participant

recruitment, registration, and ongoing communication; and reimburse the Municipality for recurring compostable bag expenses.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and Municipality shall derive from this Agreement, the County and Municipality hereby enter into this Agreement for the purposes stated herein.

SECTION 1 PURPOSE

The purpose of this Agreement is to provide for cooperation and funding between the County and the Municipality for the operation of a residential organics drop off facility.

SECTION 2 PARTIES

The parties to this Agreement are the County and the Municipality.

SECTION 3 TERM

Notwithstanding the dates of the signatures of the parties, this Agreement shall be in effect **June 1, 2023**, and shall continue in effect until **May 31, 2029**, or until curbside organics collection is offered to residents in the Municipality whichever comes first, or until termination in accordance with the provisions herein. This Agreement may be amended in accordance with Section 11.

SECTION 4 COOPERATION

The County and the Municipality agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

SECTION 5 RESPONSIBILITIES OF PARTIES

5.1 County Responsibilities. The County shall:

- A. Ensure any necessary residential drop off location approvals from the state, county, or municipality are fulfilled.
- B. Provide one drop-off site within the Municipality accessible from 5:00 a.m. – 10:00 p.m. daily for Dakota County residents to drop off acceptable organic materials.
- C. Maintain and widely distribute to County residents a list of acceptable organic materials, compostable bag specifications, and drop-off site guidelines on the County's website.
- D. Develop and supply outreach, education, and communications materials to County residents.
- E. Provide recurring drop-off site participation promotion.

- F. Obtain building permit from the Municipality and retain and manage contractor to build enclosure and related infrastructure.
- G. Obtain approval of a landscaping plan from Municipality if an extension to operate the organics drop-site beyond the term of this Agreement in Section 3 is needed.
- H. Purchase and install drop-site signage, labels and compostable bag distribution boxes/storage cases.
- I. Retain, manage, and pay for licensed organics hauling services including carts or dumpsters for organics collection, using adequate container sizes and at a frequency necessary to support a clean and well-maintained site, and not less than one collection per week.
- J. Reimburse expenses to the Municipality for recurring costs of compostable bags used by program participants. Reimbursement shall be made within 35 days of receipt of an invoice from the Municipality.
- K. Provide Municipality detailed ordering instructions for compostable bag purchasing.
- L. Recruit participants through direct mail to households located in the Municipality.
- M. Assume cost of deferred maintenance such as fence replacement, concrete repair or replacement, and electrical components. Remove snow and ice during winter months.
- N. Administer participant recruitment, registration, training, and ongoing communication to residents of the County.
- O. Provide a dedicated organics email for direct contact to County drop-off site liaison for residents and Municipality for daily communication.

5.2 Municipality Responsibilities. The Municipality shall:

- A. Collaborate with the County to ensure any necessary residential drop-off location approvals are fulfilled.
- B. Collaborate for implementation and recurring promotion using County-supplied materials.
- C. Refer all participation inquiries to the County's designated email.
- D. Communicate to County's dedicated email any and all plans or unforeseen circumstances impacting participant use of the sites(s).
- E. Purchase and store a sufficient supply of BPI-certified compostable bags, at a cost not to exceed \$21,000, for use at the drop-off site at a size determined by the County for residential use.
- F. Restock compostable bags at the drop-off site ensuring a consistent supply of compostable bags are available for participants.

- G. Collaborate with County staff for right-sizing opportunities and education initiatives (e.g., contamination) by performing periodic dumpster observations while restocking compostable bags as stated in Part 5.2.F.
- H. Submit itemized invoices to the County in accordance with Section 6 for recurring compostable bag expenses.

SECTION 6 FUNDING

6.1 FUNDING AMOUNT. The allocated funding for the Municipality shall be in the total amount not to exceed **\$21,000** as set forth in Exhibit 1.

6.2 FUNDING PAYMENT. The Municipality shall submit itemized invoices to the County covering annual drop-off site expenses by June 30 of each program year and February 1 following the program year. Costs not billed to the County by February 1 of a given calendar year may not be eligible for reimbursement. The invoices shall be paid within 35 days from the presentation of the claim.

6.3 ELIGIBLE EXPENSES. Municipality may use allocated funds only on eligible items as identified in Section 5 and includes recurring costs for compostable bags.

SECTION 7 INDEMNIFICATION

7.1 IN GENERAL. Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents.

7.2 LIMITATIONS. The provisions of Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. ch. 466 and other applicable laws govern liability of the County and the Municipality. In the event of any claims or actions are filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the Individual Parties.

7.3 SURVIVORSHIP. The provisions of this Section shall survive the expiration or termination of this Agreement.

SECTION 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 AUTHORIZED REPRESENTATIVES: The following named persons are designated the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing boards. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

TO THE COUNTY

Nikki Stewart, Director
Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124

TO THE MUNICIPALITY

Brenda Dietrich, Mayor
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination under Section 10 of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

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

County Liaison: John Exner, or successor
Telephone: (952) 891-7112
Email: john.exner@co.dakota.mn.us

Municipality Liaison: Name: Ally Sutherland, or successor
Telephone: 651-604-8511
Email: asutherland@ighmn.gov

SECTION 9 TERMINATION

9.1 IN GENERAL. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

9.2 TERMINATION BY COUNTY FOR LACK OF FUNDING. Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the County to the Municipality by email or facsimile is sufficient notice under this section. The County is not obligated to pay for

any services that are provided after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

SECTION 10 GENERAL PROVISIONS

10.1 COMPLIANCE WITH LAWS/STANDARDS. The County and Municipality agree to abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible.

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

10.3 CONTRACT RIGHTS CUMULATIVE NOT EXCLUSIVE

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

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

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

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

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

10.8 MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in

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

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

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

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

DAKOTA COUNTY

Nikki Stewart, Environmental Resources
Department Director
Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

Brenda Dietrich, Mayor
Date of Signature: _____

APPROVED AS TO FORM:

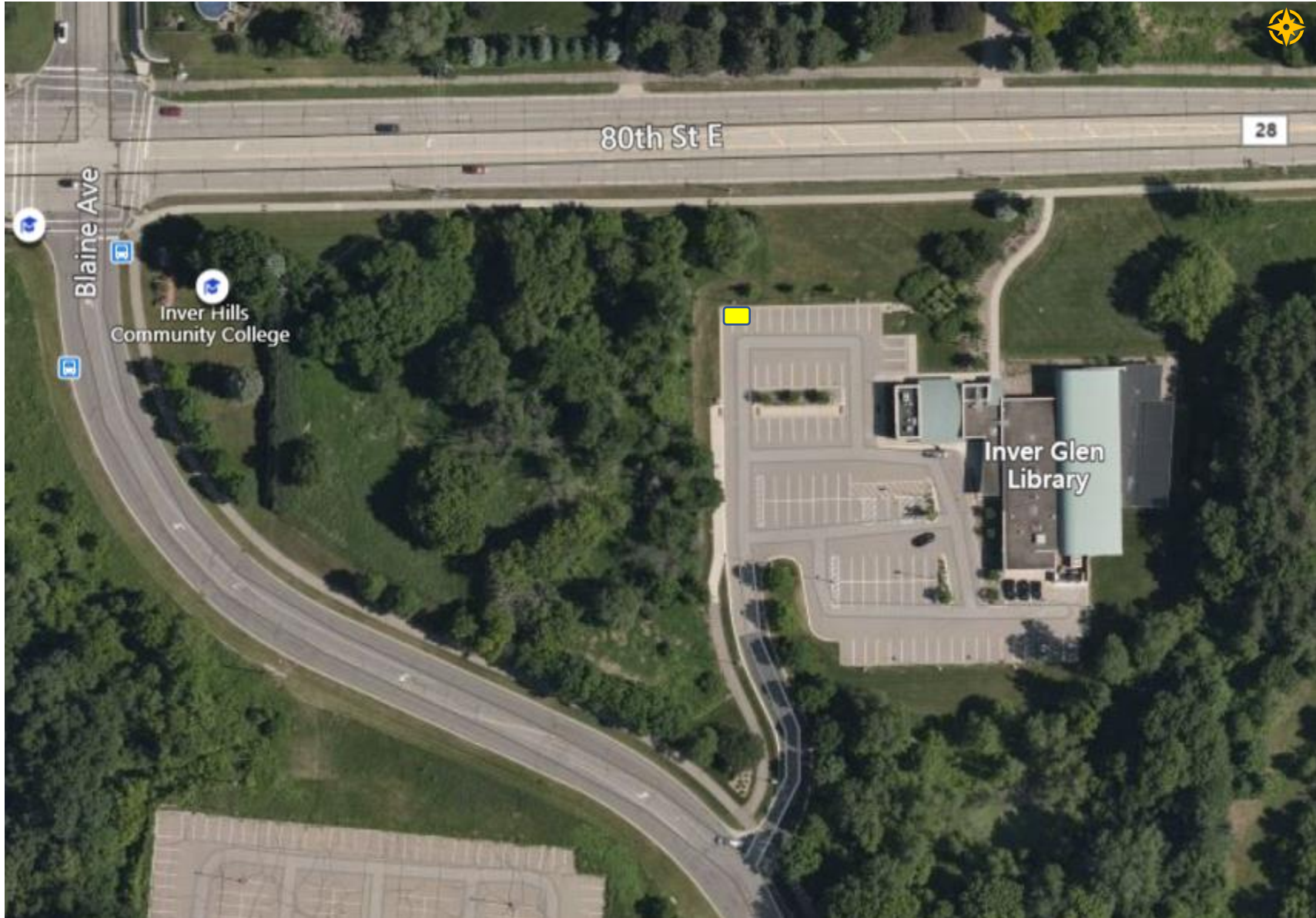
Assistant County Attorney/Date
__-20-__

County Board Res. No. 20-_____

Attest _____ (title)

Date of Signature: _____

Proposed Residential Organics Drop-Off Site
Inver Glen Library, 8098 Blaine Ave, Inver Grove Heights



 Proposed Drop-Site Location

80th St E

- Concrete Pad will support a 10' x 18' enclosure surround
- Fence height: 6'
- Fence Material: Black vinyl coated post and chain-link with black slats
- No curb cuts needed
- Lighting directly overhead of proposed location



Inver Glen Library



18'

Resident Access Door

Bag Storage Boxes

4 Yard Dumpster (Reverse Install) (Dumpspter Front)

4 Yard Dumpster (Reverse Install) (Dumpster Front)

10'

5.5'

5.5'

6'

6'

7.5'

7.5'

Hauler Access Doors





Rosemount Public Works Facility
(IGL Enclosure Will Not Include Roof)
(IGL Enclosure would be black fence, posts and slats)



Dakota County Transportation Garage, Hastings



Request for Council Action

SUBJECT: **3rd Reading of Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions and Resolution of Summary Publication**

MEETING DATE: May 8, 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 third 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 determining 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 third reading version of the ordinance contains no changes from the second reading version of the ordinance.

If the Council approves the third reading of the ordinance, it is asked to also consider approval of the attached summary publication resolution, which authorizes the publication of a summary of the ordinance instead of publishing the entirety of the ordinance.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the third reading of the attached ordinance, amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions and approval of the attached summary publication resolution.

ATTACHMENTS

1. Ordinance Amending City Code Title 11, Chapter 1, Prohibiting Premature Subdivisions
2. Resolution Approving Summary Publication of Ordinance No. 1445

**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

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

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 1445, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE
11, CHAPTER 1, ADDING SUBDIVISION 8 PROHIBITING PREMATURE
SUBDIVISIONS**

WHEREAS, on May 8, 2023, the City Council of the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1445, an Ordinance Amending Inver Grove Heights City Code Title 11, Chapter 1, Adding Subdivision 8 Prohibiting Premature Subdivisions; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1445 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1445 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1445 the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1445 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1445 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance No. 1445 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.
3. Directs the City Clerk to file the executed Ordinance No. 1445 upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver

Grove Heights, Dakota County, Minnesota this 8th day of May, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on _____, 2023.)

EXHIBIT A

SUMMARY PUBLICATION ORDINANCE NO. 1445

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1445, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 11, CHAPTER 1, ADDING SUBDIVISION 8 PROHIBITING PREMATURE SUBDIVISIONS

On May 8, 2023, the City Council of the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1445, ("Ordinance") an Ordinance Amending Inver Grove Heights City Code Title 11, Chapter 1, Adding Subdivision 8 Prohibiting Premature Subdivisions.

The Ordinance amends the City Code to provide that subdivisions deemed premature for development may not be approved, and places the burden on developers to demonstrate that a subdivision is not premature. The following conditions are identified as conditions that may result in a subdivision being premature: inconsistency with the City's comprehensive plan; inconsistency with the City's capital improvement plan; lack of adequate water supply; lack of adequate waste disposal system; lack of adequate streets; lack of adequate drainage; or inconsistency with state environmental review.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1445 and it is directed that only the above title and summary of Ordinance No. 1445 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1445 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.



Request for Council Action

SUBJECT: **Resolutions Relating to Variance Request for Exterior Building Materials and Side Setbacks for 6449 Concord Boulevard**

MEETING DATE: May 8, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider the following requests for the property located at 6449 Concord Blvd (Jersey's Bar & Grill - Case No. 23-11V):

- Resolution for a Variance to the exterior building material requirements to allow the siding of a structure to be steel; and
- Resolution for a Variance to allow a structure to be less than the required 75-foot setback from a property line abutting an R, Residential district.

-Requires 3/5th Vote

-60-day deadline: July 7, 2023 (2nd 60-days)

BACKGROUND

The applicant received a variance from parking requirements last year when a patio expansion was approved on the northern side of the existing building. The applicant would now like to utilize a shipping container as an outdoor bar to be used when the patio is open. The structure is approximately 160 square feet in size and would be located approximately 10 feet from the north property line. City Code requires all structures in the B-3 District to maintain at least a 75-foot setback from an R, Residential District. The Zoning Ordinance does not differentiate between temporary, accessory, and permanent structures. All structures must comply with zoning regulations.

City Code also requires at least 50% of the exterior surface of a building to be either brick, textured or concrete block, lap siding, natural stone, or glass. The intent of the exterior building material ordinance is to require all commercial and industrial buildings to have a high grade of materials for aesthetic and valuation purposes.

Due to the age of many structures in the Concord Boulevard area, many buildings do not comply with current setback requirements. The existing bar/restaurant is considered a legal non-conforming structure as it does not comply with the 75-foot setback to the northern lot line. Any type of addition/improvement to the north of the building would require a variance. The location of the structure is unique in that the proposed 10-foot setback is greater than the residential accessory structure side

setback requirements and the location would meet code requirements if the lot to the north was zoned commercial.

FISCAL IMPACT

NA

RECOMMENDATION

Planning Staff: Staff finds that approving the requested variance for exterior building material could set a precedent for other accessory buildings in commercial and industrial areas. Staff has not identified where the applicant faces a practical difficulty in complying with the existing code requirements. There are other options such as installing approved materials over the steel siding or constructing a building to meet code requirements. Therefore, staff recommends denial of the exterior building material variance. Staff recommends approval of the requested setback variance, based on the fact that the existing building is legal non-conforming, and that the code does not allow for reduced setbacks for accessory types of uses with the conditions listed in the attached resolution.

Planning Commission: At the April 18, 2023, public hearing, the applicant was present. No members of the public testified at the hearing. On a 7-0 vote, the Planning Commission recommended denial of the exterior building material request based on the current code language and the lack of practical difficulty to support the need for steel siding. The Planning Commission recommended approval (7-0) of the side setback variance with the rationale and conditions listed in the attached resolution.

ATTACHMENTS

1. Resolution of Denial - Siding
2. Resolution of Approval - Siding
3. Resolution of Approval - Setback
4. Planning Commission Recommendation
5. Planning Report

Denial variance- siding

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW STEEL AS AN EXTERIOR BUILDING MATERIAL

**CASE NO. 23-11V
Jersey's**

Property located at 6449 Concord Boulevard and legally described as follows:

Lots 18, 19, 20, and 21, Block 23, INVER GROVE FACTORY ADDITION, Dakota County,
Minnesota, according to the recorded plat thereof

WHEREAS, the applicant is requesting a variance from the siding requirements to allow a shipping container with steel siding to be used as a seasonal bar;

WHEREAS, the afore described property is zoned B-3, General Business;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 18, 2023 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the exterior building material variance could set a precedent for other steel accessory buildings, temporary or permanent.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty to support granting a variance. The applicant could construct a

building that complies with code requirements or install material approved by the code over the steel siding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a steel sided accessory structure is hereby denied.

Adopted by the City Council of Inver Grove Heights this 8th day of May, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Approval variance- siding

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO ALLOW STEEL AS AN EXTERIOR BUILDING MATERIAL

**CASE NO. 23-11V
Jersey's**

Property located at 6449 Concord Boulevard and legally described as follows:

Lots 18, 19, 20, and 21, Block 23, INVER GROVE FACTORY ADDITION, Dakota County,
Minnesota, according to the recorded plat thereof

WHEREAS, the applicant is requesting a variance from the siding requirements to allow a shipping container with steel siding to be used as a seasonal bar;

WHEREAS, the afore described property is zoned B-3, General Business;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 18, 2023 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

a.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a shipping container with steel siding for a commercial use is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. Regardless of whether it is temporary or permanent, the structure is required to comply with all building and fire codes.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of May, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Approval variance- setbacks

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE FROM THE SIDE SETBACK FOR A STRUCTURE ABUTTING A R, RESIDENTIAL ZONED PROPERTY

CASE NO. 23-11V
Jersey's

Property located at 6449 Concord Boulevard and legally described as follows:

Lots 18, 19, 20, and 21, Block 23, INVER GROVE FACTORY ADDITION, Dakota County,
Minnesota, according to the recorded plat thereof

WHEREAS, the applicant is requesting a variance from Section 10-11A-2 allowing a structure to be 10-feet from the side property line whereas 75-feet is the required setback from a property line abutting a R, Residential district;

WHEREAS, the afore described property is zoned B-3, General Business;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 18, 2023 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- The variance request does not appear to have any adverse impacts on the neighboring properties.
- The site is unique in that the existing building is a legal non-conforming building that does not comply with the 75-foot setback. The business is not able to expand to the north without a setback variance.
- The variance is for an accessory structure less than 200 square feet in size. The code does not allow for reduced setbacks for an accessory building in a commercial district. The proposed location complies with setback requirements for a building that would be abutting a non-residential district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a 10-foot side yard setback is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. Regardless of whether it is temporary or permanent, the structure is required to comply with all building and fire codes.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of May, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 18, 2023

SUBJECT: Consider a request by Jersey's Bar & Grill, 6449 Concord Boulevard, for a Variance from the exterior building material requirements and the side setback requirements for a new structure. (23-11V)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice to consider the request for Jersey's Bar & Grill, Case No. 23-11V. The request involves property located at 6449 Concord Boulevard and consists of a variance for the exterior building material requirements to allow a structure with steel siding and a setback from the neighboring property. Notices were mailed to six (6) property owners on March 31, 2023.

Presentation of Request

Associate Planner Heather Botten discussed the request for property located on the west side of Concord Boulevard, north of 65th Street. The property is zoned B-3, General Business District. To the north it abuts R-1C, Single Family Residential District. The applicant requests a variance from the siding requirements and setbacks to allow a shipping container to be used as a seasonal bar on the applicant's property, the outdoor patio. The structure is approximately 160 square feet in size and would be located about 10 feet from the northern property line.

City Code requires all structures in the B-3 District maintain at least a 75-foot setback from an R-1, Residential District. Code also requires at least 50% of the exterior surface of a building be either brick, textured or concrete block, lap siding, natural stone, or glass. Concord Boulevard has a mix of building types and exterior building materials. The intent of the exterior building material ordinance is to require all commercial and industrial buildings to have a high grade of materials for aesthetic and valuation purposes. In order to help redevelop the Concord area, staff believes that all structures, seasonal or temporary, comply with the current ordinance.

This structure would have windows that open up/fold down when not in use and double doors for access purposes. Due to the historical area of Concord Boulevard, many buildings do not comply with setback requirements. The existing bar/restaurant is considered a legal non-conforming structure as it does not comply with the 75-foot setback to the northern lot line. Any type of addition/improvements for a structure would need a variance. Code does not have any flexibility for accessory structures in a commercial/industrial district. They would have to comply with the principal structure setback.

This property is unique in that the 10-foot setback complies if the lot to the north was zoned commercial or if it was a residential accessory structure. The property is guided mixed use with housing mixed in with commercial and industrial areas.

Staff believes approving the exterior building material variance could set a precedent for other accessory buildings in commercial and industrial areas. Staff does not believe the criteria to meet a practical difficulty has been set; there are other options such as putting approved materials over the steel siding or constructing a building to meet code requirements. Staff supports the setback variance, the fact that the existing building is legal non-conforming, and

that the code does not allow for reduced setbacks for the accessory types of uses. Based on information and criteria in the report and conditions listed, staff recommends denial of the exterior building materials and approval of the setback variance. Staff has not heard from any of the surrounding property owners.

Chair Niemioja asked if there has been staff consideration on making a change to a portion of the ordinance to cover shipping containers because it is an area of growth.

Ms. Botten responded staff has not received direction for an ordinance change. She said there has been a couple of inquiries from other businesses to allow shipping containers on the property. One of the suggestions for a request is to amend the zoning code. This is the first request for a variance to come forward.

Opening of the Public Hearing

William Ashton, 6449 Concord Boulevard, stated he has read and understands the report. He said he understands why the city would not want steel exterior. He said his plans were to make it look nice. They would do custom paint jobs, it would not rust, it would look nice there.

Chair Niemioja asked if there were options to build a different structure and why the shipping container had to be the structure.

Mr. Ashton responded that cost was a factor. He said there is an abundance of shipping containers. He thought it went well with the area and with the trains going by, it seemed to fit.

Commissioner Clancy said it was a seasonal use bar and asked if it would stay in its location or moved around with the seasons.

Mr. Ashton responded it would be seasonal. It is set up for them to be able to rent out when not in use. A crane could pick it up and take it where needed. It could be rented out in the winter.

Commissioner Heidenreich asked if it would have sprinklers and sanitary water inside.

Mr. Ashton replied it would have full plumbing and electrical. There would be quick disconnects on everything.

Commissioner Heidenreich asked if that included the drains.

Mr. Ashton responded that it includes the drains; it would be drained into the city sewer/street.

Commissioner Robertson mentioned that she was initially unsure of the shipping container and asked Mr. Ashton what prompted him to use one for this use.

Mr. Ashton replied it was a hot item at the moment, a lot of people are starting to use them as mini houses or making large homes out of them.

Commissioner Robertson asked if the intent was to do something creative with it on the outside.

Mr. Ashton replied that he wanted to get good paint or wrap designs. He said if it wasn't approved, siding could be used, it would not be a problem.

Commissioner Robertson asked if knowing code, why he wished to pursue using it as it is.

Mr. Ashton responded that he believes it goes with the area. Concord Boulevard is an industrial area, with the trains going by, he felt it would look pretty cool.

Commissioner Clancy asked if it was more cost effective to use the premade box or if he had investigated using other cost-effective options.

Mr. Ashton responded that it was more cost effective to use as an existing structure.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Chair Niemioja stated that to her, it was an ordinance amendment with the materials. She does not see a practical difficulty. She agreed with the applicant that the aesthetic was really cool for the area; it's right by the train tracks. She agreed that shipping containers are becoming a very popular trend.

Commissioner Heidenreich said he was unsure it was a practical difficulty; the Commission has approved shipping containers in the past on Barnes Avenue and Rich Valley. One was approved last year for NSP to put on an industrial park along with exceptions. It was for the natural gas treatment plant for Flint Hills, they use a shipping container.

Commissioner Weber said the idea of a shipping container was awesome for a bar like this because of the security features. Building a wood structure could be broken into, a shipping container would not be as likely. He has noted them used for bars in downtown Minneapolis. He said it was very creative and thoughtful. He said it was hard to come up with a practical difficulty, but was something that could be discussed in the ordinance and get an amendment done.

Commissioner Robertson said she thought the practical difficulty was the ordinance, which could be a stretch. She recommended it because she thought there was sound rationale for recognizing this particular request as appropriate in the area. She believes the rationale is superb. She was unsure what a practical difficulty would be.

Commissioner Weber believed from a Planning Commission standpoint, the only way they can get past this would be to deny because it does not fit the practical difficulty under land use in the ordinances. He said the Planning Commission could make a strong suggestion to the City Council to review the ordinance to change and allow this use.

Chair Niemioja agreed with Commissioner Weber because it was subjective and difficult to say the ordinance is out of date frequently. She said this was a neat, new thing.

Commissioner Robertson questioned the timing. If putting forward a request to the City Council that they review the ordinance, she asked how that impacts the timing for the applicant. She was interested in what this does to the applicants timing to be able to do this project.

Mr. Ashton responded if denied by the Council, they would side it and get it going as soon as they could.

Commissioner Wippermann said it was nice to have a business investing in their operations. The patio and new fencing that have gone up looks very nice. He said he has a tough time

thinking that metal containers add to the attractiveness of a neighborhood. Dressing it up and using the siding as mentioned, can comply. He was concerned about the precedent the use of shipping containers would set for use in other locations/areas in the city.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Clancy, to deny the variance on the exterior materials for lack of a practical difficulty with a strong suggestion to the City Council and staff to look at the City Code to find a way to work this problem out for property located at 6449 Concord Boulevard, Jersey's Bar & Grill.

Motion carried (7/0).

Motion by Commissioner Weber, second by Robertson, to approve the variance to allow the structure with the reduced side yard and rear setbacks with the practical difficulty listed for property located at 6449 Concord Boulevard, Jersey's Bar & Grill.

Motion carried (7/0). This item goes before the City Council on May 8, 2023.



Planning Commission Report

MEETING DATE:	April 18, 2023
CASE NO:	23-11V
APPLICANT:	Jersey's Bar & Grill
PROPERTY OWNER:	Shelley A. Properties, LLC
REQUEST:	Variance from setbacks and exterior siding requirements
LOCATION:	6449 Concord Boulevard
COMPREHENSIVE PLAN:	Mixed Use
ZONING:	B-3, General Business
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- A **Variance** from Section 10-15-17 Exterior Materials to allow the exterior of the proposed structure to be steel; and
- A **Variance** from Section 10-11A-2 allowing the structure to be less than the 75-foot setback from a property line abutting an R, Residential district.

BACKGROUND

The applicant is requesting Variances from siding requirements and setbacks to allow a shipping container to be used as a seasonal bar on the applicant's property.

The applicant received a Variance from parking requirements last year when a patio expansion was proposed on the northern side of the existing building. The applicant would now like to utilize a shipping container as an outdoor bar to be used when the patio is open. The structure is approximately 160 square feet in size and would be located approximately 10 feet from the north property line. All structures are to maintain at least a 75-foot setback from property lines when abutting an R (residential) district. The Zoning Ordinance does not differentiate between temporary, accessory, and permanent structures. All must comply with all zoning regulations.

EVALUATION OF REQUEST

The following Land Uses, Zoning Districts and Comprehensive Plan designations surround the subject property:

North: Single family home; zoned R-1C; guided Mixed Use

East: Railroad tracks, Heritage Village Park

West: Parking lot; zoned B-3, General Business; guided Mixed Use

South: Single-family home; zoned B-3, General Business; guided Mixed Use

The exterior of the proposed shipping container/bar is in violation of Section 10-15-17 Exterior Materials. Below is the language from the zoning code.

A. Commercial, Industrial And Institutional Buildings: All exterior vertical surfaces of any principal or accessory structure in a B, I or P zoning district shall have an equally attractive or the same fascia as the front. At least fifty percent (50%) of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass. A maximum of one-third ($\frac{1}{3}$) of a building wall is permitted to have sheet or corrugated steel or aluminum finish.

The building setback from the northern lot line is in violation of Section 10-11A-2 which requires a side setback to be no less than 75-feet from a property line abutting an R, Residential district. The applicant is requesting the structure to be 10-feet from the northern property line.

Engineering. Engineering has reviewed the request and takes no exception to the Variance.

VARIANCE

City Code Title 10, Chapter 3. Variances, states that the City Council may grant Variances when they are in harmony with the general purposes and intent of the Zoning Ordinance and consistent with the Comprehensive Plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested Variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. The Variance request is in harmony with the general purpose and intent of the City Code and consistent with the Comprehensive Plan.

The intent of the code is to require all commercial and industrial buildings to have a high grade of materials for aesthetic and valuation purposes. Concord Boulevard has a mix of building types and exterior materials due to the age of the buildings along the street. In order to help redevelop the area, all structures should be required to be constructed meeting current exterior material standards.

Setback standards are designed to maintain consistency and conformity to all structures in an area. In this case, the request is for an accessory type of building that would comply with the setback requirements when abutting a non-residential zoned lot.

2. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Ordinance.

The property is being used in a manner allowed in the B-3, General Business district. Allowing a seasonal accessory building seems like a reasonable use on the property.

3. The plight of the landowner is due to circumstances unique to the property not created by the landowner.

There does not appear to be any unique circumstances to the property to allow a structure that does not meet the exterior standards.

In regard to the setback Variance, the existing legal non-conforming building does not comply with the 75-foot setback requirement. The business is not allowed to expand to the north without a setback Variance. The code does not allow for reduced setbacks for an accessory type of building. The accessory structure complies with the setback requirements for a building that would be abutting a non-single-family residential district and would exceed the accessory structure setbacks for a residential district.

4. The Variance will not alter the essential character of the locality.

The buildings along Concord Boulevard vary in age and building type. Allowing a new building, even seasonal or temporary, not meeting the exterior standards, could begin to alter the character and affect aesthetics and valuations.

Again, due to the historical age of the Concord area, there are many buildings that do not comply with current setback standards. In this case, the area is guided for Mixed Use. The proposed structure complies with the setback requirements when abutting commercial or industrial zones.

5. Economic considerations alone do not constitute an undue hardship.

There would be additional costs in either constructing a more permanent building or adding a different type of siding over the existing steel frame of the shipping container.

ALTERNATIVES

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

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Variance** to allow a structure not meeting the exterior materials standard for a commercial building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. Regardless of temporary or permanent, the structure is required to comply with all building and fire codes.

Practical Difficulty: To be stated by Planning Commission if supported.

- Approval of the **Variance** to allow the structure with reduced sideyard and rear yard setback.

Practical Difficulty: In regard to the setback Variance, the existing legal non-conforming building does not comply with the 75-foot setback requirement. The business is not allowed to expand to the north without a setback Variance. The code does not allow for reduced setbacks for an accessory type of building. The accessory structure complies with the setback requirements for a building that would be abutting a non-single-family residential district and would exceed the accessory structure setbacks for a residential district.

B. Denial. If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. Denying the Variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the exterior building material Variance could set a precedent for other accessory buildings, temporary or permanent.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a Variance. The applicant could construct material approved by the code over the steel siding.

RECOMMENDATION

Based on the information in the preceding report staff does not believe there is sufficient rationale to support the criteria of a Variance and therefore recommends denial of the exterior building materials request as proposed.

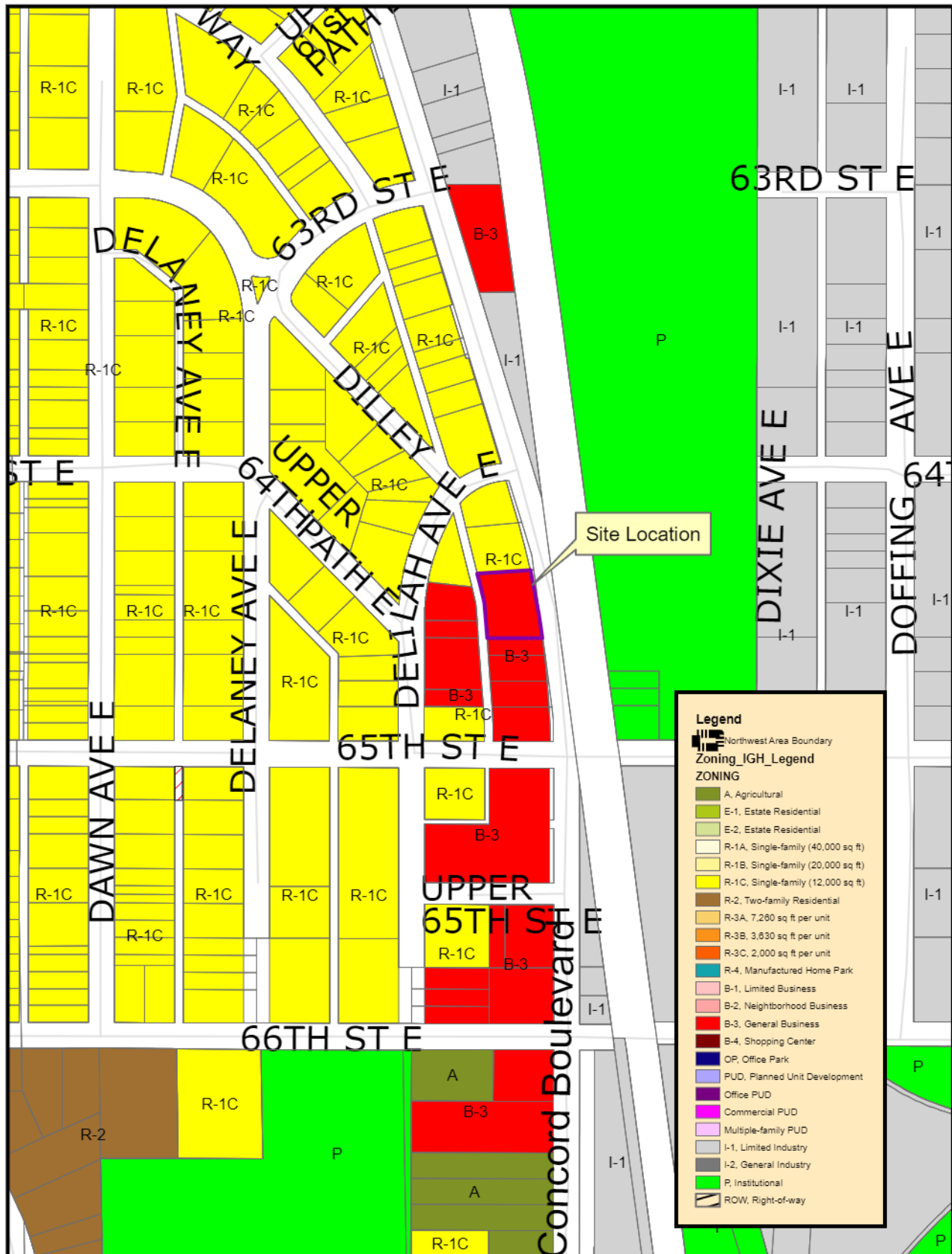
Staff is in support of the setback Variance based on the information in the preceding report and the conditions and rationale listed as presented.

ATTACHMENTS

1. Location/Zoning Map
2. Narrative
3. Site Plan
4. Structure Elevation



6449 Concord Blvd Case No. 23-11V



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

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

Map not to scale

WILLIAM ASHTON JERSEYS BAR AND GRILL

6449 Concord Blvd, IGH, MN 55076 | 651-455-4561 | bill@jerseysbar.com

06/17/2022

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

City Of Inver Grove Heights:

Variance request

Property owners: one directly behind, and one abutting.

MARK R & MARGARET R SANDQUIST
6423 CONCORD BLVD
INVER GROVE HEIGHTS MN 55076

JASON TORKELSON
6450 DELILAH AVE
INVER GROVE HEIGHTS MN 55076

ISAIDA ORTEGA REYES
6461 CONCORD BLVD
INVER GROVE HEIGHTS MN 55076

Jerseys Bar And Grill is requesting a variance to use steel as the siding of our temporary outdoor bar used for serving drinks, we are using a shipping container as the structure, the ordinance says siding cannot be made of steel. This will be painted and potentially wrapped in vinyl. The container we will be using has only been used one time and in new condition, the paint used is an industrial grade paint made for metal.

As you can see from the picture, the container has awnings on 3 sides and the 4th side being used as a door, this limits the amount of metal that will be visible.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Ashton', with a long horizontal flourish extending to the right.

William Ashton
JERSEYS BAR AND GRILL
Cell: 612-867-4871
Bill@jerseysbar.com



At Least 1 (one) space shall be Van-Accessible parking

PROPOSED IMPERVIOUS AREAS:

NEW CONCRETE AREA AND WALK = 2.009 SQ. FT.

NEW STRUCTURE = 160 SQ. FT.

BITUMINOUS REMAINING AFTER REMOVAL UNDER DECK = 85 SQ. FT.

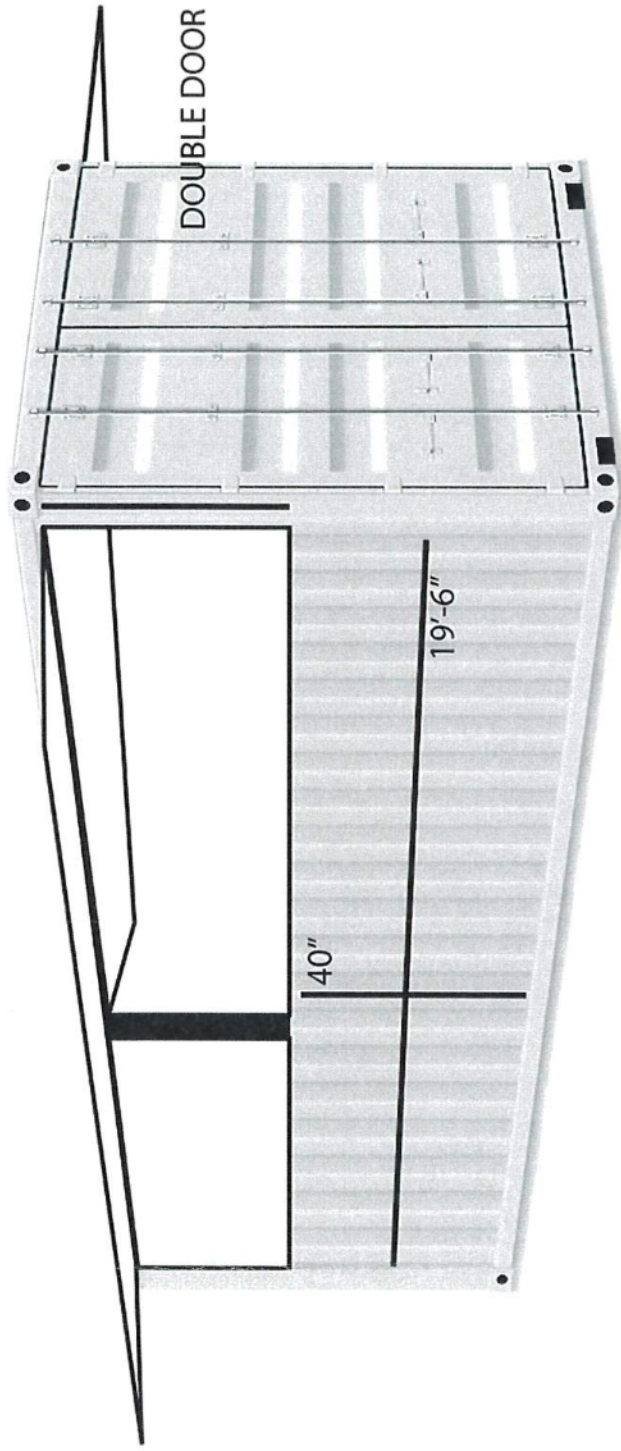
EXISTING BUILDING = 6,668 SQ. FT.

EXISTING FREEZER = 147 SQ. FT.

TOTAL IMPERVIOUS = 9,069 SQ. FT.

PRODUCED IN CHINA

54" AWNING WINDOWS ALL THREE SIDES



*40" x 19'-6" of Corrugated structure (2 SIDES)

*40" x 8'-6" of Corrugated structure (END WALL OPPOSITE DOUBLE DOORS)



Request for Council Action

SUBJECT: **Closed Session to Discuss the Acquisition of Real Property**

MEETING DATE: May 8, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Rand, Community Development Director, 651.450.2546

ACTION REQUESTED

The Council is asked to hold a closed session pursuant to Minn. Stat. Sec. 13D.06, subd. 3(c)(2) and (3) to (2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3 and to develop or consider offers or counteroffers for the purchase of real property identified by the following addresses and parcel identification numbers: 6971 Dickman Trail (PID 20-00200-56-070) and 20-39900-00-170, 20-00200-57-093, 20-39900-00-250, 20-39900-00-210).

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

The Council is asked to vote to move into closed session for the purposes detailed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Closed Session to Discuss Labor Negotiations**

MEETING DATE: May 8, 2023

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to enter into a closed session to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.

BACKGROUND

Minnesota Statute 13D.03 allows the governing body of a public sector employer to go into a closed session to discuss labor negotiation strategies. A majority vote of the Council is required to go into closed session and the time and place of the closed session must be announced in the public meeting.

FISCAL IMPACT

NA

RECOMMENDATION

The Council is asked to move, second and adopt a motion to go into closed session, pursuant to Minnesota Statute 13D.03, to consider strategy for labor negotiations, with the closed session to begin at ____ p.m. on Monday, May 8 in the Mayor's Conference Room of the Inver Grove Heights City Hall.

ATTACHMENTS

None