



Inver Grove Heights City Council
Monday, July 10, 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, July 10, 2023, will be provided to the Council at or before the July 10, 2023 meeting.

1. Call to Order

2. Roll Call

3. Presentations

A. Parks and Recreation Month Proclamation

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 Accepting Work, Approving Final Change Order and Payment, and Closing City Project No. 2016-09G

D. Resolution Approving Final Plat and Related Agreements for Rich Valley Ranch Subdivision, 10093 Rich Valley Blvd

E. Temporary Off-Site Gambling Permit for Moose Lodge #1088

F. Contract for Design Services for Skyview and Oakwood Park Tennis Courts Reconstruction

G. Resolution Approving Purchase of Fire Station Alerting System

5. Public Hearing

A. Amended On-Sale Intoxicating Liquor License Application for Moose Lodge #1088 (New Officers & Manager)

B. Conduct a Public Hearing for a Temporary Premise Expansion for On-Sale Liquor License - Mississippi Pub

6. Regular Business

A. Rental Housing Licenses

- B. Final Plat, Final PUD Development Plan for Phase 1, Development Agreement, and Related Agreements for Robert Curve Fourth Addition, located at Diffley Court and Hwy 3.
 - C. Interim Use Permit Extension to Allow the Continued Operation of a Park-and-Ride (Fly) Facility
 - D. Discussion of City Code Update to the Accessory Structure Requirements
 - E. Discussion of City Code Provisions Related to Shipping/Cargo Containers
 - F. Sustainability Recognition Program
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.



PROCLAMATION

CITY of INVER GROVE HEIGHTS, MINNESOTA

WHEREAS, parks and recreation services contribute to the social and economic wellbeing of communities throughout this country, including Inver Grove Heights; and

WHEREAS, a robust parks and recreation system promotes physical and mental health through physical activity, and promotes stronger neighborhoods through the connection of diverse communities; and

WHEREAS, parks and recreation increases the City's economic prosperity through increased property values, and strengthens our community by providing opportunities for all to access natural areas and green space; and

WHEREAS, residents of Inver Grove Heights enjoy access to nearly 800 acres of City-owned park land, plus recreation amenities such as the Veterans Memorial Community Center and Inver Wood Golf Course; and

WHEREAS, the Parks and Recreation Department for the City of Inver Grove Heights consists of a team of full-time, part-time and seasonal staff whose knowledge, commitment and creativity build a stronger sense of community and belonging for residents of IGH; and

WHEREAS, the National Recreation and Parks Association celebrates the month of July as Park and Recreation Month, with a 2023 theme of "Where Community Grows."

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of the City of Inver Grove Heights, Minnesota that the month of July be recognized as "Park and Recreation Month" and that July 21, 2023 be recognized as "Park and Recreation Professionals Day" in Inver Grove Heights; and

BE IT FURTHER RESOLVED that the public be invited to join the City Council in extending its deepest appreciation to the hardworking members of the Inver Grove Heights Parks and Recreation Department for the many ways in which they help make the IGH community a great place to live, work and play.

PROCLAIMED this 10th day of July, 2023.

Brenda Dietrich, Mayor



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: July 10, 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 disbursements for the period of June 21 - July 4, 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of June 21 - July 4, 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$229,780.74
Special Revenue	224,066.97
Debt Service	-
Capital Projects	707,054.13
Enterprise	320,520.29
Internal Service	345,953.22
Escrows	83,293.99
Total - All Funds	\$1,910,669.34

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements listing (6.21.2023 - 7.4.2023)

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

RESOLUTION NO. __

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF

June 21, 2023 - July 4, 2023.

WHEREAS a detailed listing of disbursements for the period of June 21, 2023 - July 4, 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	\$229,780.74
Special Revenue	224,066.97
Debt Service	-
Capital Projects	707,054.13
Enterprise	320,520.29
Internal Service	345,953.22
Escrows	83,293.99
Total - All Funds	\$1,910,669.34

Adopted this 10th day of July 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 6/21/2023 - 7/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
EARL F ANDERSEN INC	0132853-IN	06/22/2023	sign maintenance	101.43.5200.443.60016	1,778.00
BEACON ATHLETICS	0572831-IN	06/22/2023	field chalk and liner	101.44.6000.451.60016	1,723.40
KORI SHINGLES	101984	06/22/2023	Speaker for all staff training	101.44.6100.459.30700	500.00
MINNEAPOLIS OXYGEN CO.	110117	06/22/2023	O2 cylinder rental fee St 3	101.42.4200.423.30700	286.01
MINNEAPOLIS OXYGEN CO.	110118	06/22/2023	O2 cylinder rental fee St 1	101.42.4200.423.30700	204.29
LANGUAGE LINE SERVICES	11018719	06/22/2023	Monthly interpretation servic...	101.42.4000.421.30700	134.97
ANCOM TECHNICAL CENTER	115230	06/22/2023	Weather siren repair	101.42.4000.421.70520	882.40
FIRST IMPRESSION GROUP	144778	06/22/2023	Postcard for Recreation Sum...	101.44.6100.459.50030	195.00
MADISON NATIONAL LIFE INS...	1561357	06/22/2023	6.2023 Premium	101.203.2031700	3,213.83
ULINE	164145017	06/22/2023	Evidence supplies	101.42.4000.421.60065	357.51
MCKESSON MEDICAL-SURGIC...	20722898	06/22/2023	medical supplies for trucks	101.42.4200.423.60065	149.73
TRIDISTRICT COMMUNITY ED	2223-1015	06/22/2023	Facility fee for Youth Basketbal...	101.44.6100.454.40065	70.00
BLACKTOP PROS, LLC	23-0203	06/22/2023	Street patching	101.43.5200.443.40046	1,500.00
TAHO SPORTSWEAR	23TS2458	06/22/2023	coaches shirts	101.44.6100.454.60045	355.19
THE APPAREL LAB, LLC.	247621	06/22/2023	Jerseys - Walmart Grant/ Cops...	101.42.4000.421.60068	321.98
INTERNATIONAL ASSOCIATION..	258016	06/22/2023	membership renewal Ch 1	101.42.4200.423.50070	270.00
M & J SERVICES, LLC	2736	06/22/2023	manhole repair	101.43.5200.443.40046	7,975.00
L.T.G. POWER EQUIPMENT	277896	06/22/2023	chainsaws & batteries	101.44.6000.451.60040	1,223.96
L.T.G. POWER EQUIPMENT	277921	06/22/2023	Echo trimmer line	101.44.6000.451.60040	39.95
L.T.G. POWER EQUIPMENT	277922	06/22/2023	trimmer heads	101.44.6000.451.60040	69.90
EXCAVATION PROS	3281	06/22/2023	road repairs	101.43.5200.443.40046	2,365.00
TOTAL CONSTRUCTION & EQU...	36618	06/22/2023	replace breaker at RV	101.44.6000.451.40040	414.06
TOTAL CONSTRUCTION & EQU...	36620	06/22/2023	add A/C circuit at RV concessi...	101.44.6000.451.40040	1,568.00
REVOLUTIONARY SPORTS, LLC	368	06/22/2023	March Preschool classes- cont...	101.44.6100.454.30700	1,548.00
REVOLUTIONARY SPORTS, LLC	402	06/22/2023	Preschool Sports- Contracted ...	101.44.6100.454.30700	1,248.00
BJORKLUND COMPENSATION ...	4520	06/22/2023	GIS Tech Job Evaluation	101.41.1120.413.30700	300.00
SOCCER SHOTS	5/23/2023	06/22/2023	Soccer Shots contracted sports..	101.44.6100.454.30700	2,652.00
CAMPBELL KNUTSON, P.A.	5/31/2023	06/22/2023	Prosecution Matters	101.42.4000.421.30410	19,805.28
METROPOLITAN COUNCIL	6/13/2023	06/22/2023	Less: other charges	101.41.0000.3414000	-198.80
AIR MECHANICAL, INC.	6/15/2023	06/22/2023	Refund permit# PRMH202300...	101.45.3300.3224000	75.20
COMCAST	6/5/2023	06/22/2023	Cable invoice for fire station 1	101.42.4200.423.50070	10.77
MADDEN GALANTER HANSEN,...	6/6/2023	06/22/2023	Labor relations services thru 5...	101.41.1120.413.30420	443.15
MN LIFE INSURANCE CO	676948	06/22/2023	6.2023 Premium	101.203.2030900	3,777.74
MN LIFE INSURANCE CO	676948	06/22/2023	6.2023 Premium	101.203.2030910	102.52
SAFETYFIRST SPECIALTY CONT...	8681	06/22/2023	mulch for playgrounds	101.44.6000.451.60016	8,392.00
SAFETYFIRST SPECIALTY CONT...	8681	06/22/2023	playground svcs	101.44.6000.451.70501	6,800.00
UNIFIRST CORPORATION	900768673	06/22/2023	Streets Uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900768673	06/22/2023	Parks Uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	900770008	06/22/2023	streets uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900770008	06/22/2023	Parks Uniforms	101.44.6000.451.60045	15.93
UNIFIRST CORPORATION	900771286	06/22/2023	Streets uniforms	101.43.5200.443.60045	34.34
UNIFIRST CORPORATION	900771286	06/22/2023	Parks Uniforms	101.44.6000.451.60045	15.93
RCM SPECIALTIES, INC.	9024	06/22/2023	trail/parking lot patching	101.44.6000.451.40046	11,925.00
EXPERT TREE SERVICE AND SC...	9545	06/22/2023	removed diseased trees as SV ...	101.44.6000.451.40045	1,600.00
EXPERT TREE SERVICE AND SC...	9546	06/22/2023	remove diseased trees at Pink...	101.44.6000.451.40045	1,500.00
ENTERPRISE FM TRUST	FBN4755503	06/22/2023	Monthly lease payment 6.2023	101.42.4000.421.70300	20,865.91
ELLIE FAMILY SERVICES PLLP	IGHPD-06092023	06/22/2023	Peer Support Training- Possert	101.42.4000.421.30700	375.00
INNOVATIVE OFFICE SOLUTIO...	IN4208030	06/22/2023	Voicemail log book	101.45.3200.419.60010	4.77
INT'L ASSN FOR PROPERTY & ...	M23-C668340	06/22/2023	IAPE membership renewal	101.42.4000.421.50070	65.00
HARRIS COMPUTER SYSTEMS	MUNCT0000800	06/22/2023	CityView software for worksp...	101.45.3300.419.50072	6,700.00
BLOOMINGTON SECURITY SO...	P228032	06/22/2023	replace door lock at Oakwood...	101.44.6000.451.40040	397.02
WSB & ASSOCIATES, INC.	R-022068-000-4	06/22/2023	Multi Family Ordinance Updat...	101.45.3200.419.30700	1,738.00
NEWMAN SIGNS INC	TRFINV047360	06/22/2023	sign supplies	101.43.5200.443.60016	1,108.55

Expense Approval Report

Payment Dates: 6/21/2023 - 7/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OCCUPATIONAL HEALTH CEN...	103790990	06/29/2023	Pre-employment physical	101.41.1120.413.30700	287.00
EYEMED	165804047	06/29/2023	6.2023 Premium	101.203.2032700	251.07
EYEMED	165804049	06/29/2023	6.2023 Premium	101.203.2032710	13.66
PRECISE MRM	200-1043180	06/29/2023	Truck data	101.43.5200.443.30700	1,560.00
ADVANCED GRAPHIX, INC.	211791	06/29/2023	Locker Name tags	101.42.4000.421.50030	7.70
M & J SERVICES, LLC	2755	06/29/2023	street sweeping	101.43.5200.443.40046	1,150.00
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.01	06/29/2023	Council meetings monthly lega...	101.41.1000.413.30401	1,134.00
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.01	06/29/2023	Mayor/Council monthly legal ...	101.41.1000.413.30420	16,829.40
STERICYCLE INC	8004126268	06/29/2023	Monthly recycling services 6.2...	101.42.4000.421.30700	177.96
RCM SPECIALTIES, INC.	9033	06/29/2023	Spray patching	101.43.5200.443.40046	27,825.00
ESS BROTHERS & SONS INC	DD3699	06/29/2023	strong seal for manholes	101.43.5200.443.60016	2,481.00
ZIEGLER INC	IN001047071	06/29/2023	Rental Skid steer	101.43.5200.443.40050	970.00
INNOVATIVE OFFICE SOLUTIO...	IN4181292	06/29/2023	office supplies	101.44.6100.459.60010	223.71
INNOVATIVE OFFICE SOLUTIO...	IN4193979	06/29/2023	pens for office	101.43.5200.443.60016	42.94
INNOVATIVE OFFICE SOLUTIO...	IN4198463	06/29/2023	Office Supplies	101.43.5100.442.60010	44.41
INNOVATIVE OFFICE SOLUTIO...	IN4230161	06/29/2023	Pens for Ally	101.45.3000.419.60010	5.40
INNOVATIVE OFFICE SOLUTIO...	IN4230557	06/29/2023	office supplies	101.44.6100.459.60010	123.91
INNOVATIVE OFFICE SOLUTIO...	IN4232739	06/29/2023	office supplies	101.44.6100.459.60010	6.51
INNOVATIVE OFFICE SOLUTIO...	IN4233318	06/29/2023	office supplies	101.44.6100.459.60010	48.49
TEAM LABORATORY CHEMICA...	INV0036350	06/29/2023	road patch	101.43.5200.443.60016	2,554.50
DAKOTA ELECTRIC ASSN	200001093947 6/23/2023	06/30/2023	Electric	101.43.5400.445.40020	1,481.14
DAKOTA ELECTRIC ASSN	200002468379 6/23/2023	06/30/2023	Electric	101.44.6000.451.40020	2,418.26
DAKOTA ELECTRIC ASSN	200002501658 6/23/2023	06/30/2023	Electric	101.44.6000.451.40020	341.59
DAKOTA ELECTRIC ASSN	200003935632 6/23/2023	06/30/2023	Electric	101.44.6000.451.40020	272.67
DAKOTA ELECTRIC ASSN	200004267134 6/23/2023	06/30/2023	Electric	101.43.5400.445.40020	48.06
DAKOTA ELECTRIC ASSN	200004430542 6/23/2023	06/30/2023	Electric	101.44.6000.451.40020	18.80
DAKOTA ELECTRIC ASSN	200010036635 6/23/2023	06/30/2023	Electric	101.42.4200.423.40020	2,391.74
WELLS FARGO CREDIT CARD A...	2levy At Omcc Hove, Amy WF ...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	43.70
WELLS FARGO CREDIT CARD A...	5840 Loring Kiernan, R WF 5/...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.50065	7.00
WELLS FARGO CREDIT CARD A...	5840 Loring Kiernan, R WF 5/...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.50065	7.00
WELLS FARGO CREDIT CARD A...	5840 Loring Kiernan, R WF 5/...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.50065	7.00
XCEL ENERGY	830979041	06/30/2023	FD natural gas charges	101.42.4200.423.40010	855.46
XCEL ENERGY	830979041	06/30/2023	FD electric charges	101.42.4200.423.40020	1,551.11
XCEL ENERGY	830979041	06/30/2023	Street lighting electric charges	101.43.5400.445.40020	1,184.02
XCEL ENERGY	830979041	06/30/2023	Parks natural gas charges	101.44.6000.451.40010	251.61
XCEL ENERGY	830979041	06/30/2023	Parks electric charges	101.44.6000.451.40020	446.25
XCEL ENERGY	831160722	06/30/2023	Street lighting electric charges	101.43.5400.445.40020	12,676.77
XCEL ENERGY	831743656 CR	06/30/2023	Parks electric charges	101.44.6000.451.40020	-85.94
XCEL ENERGY	831807920	06/30/2023	PD electric	101.42.4000.421.40042	50.41
WELLS FARGO CREDIT CARD A...	Acenar Hove, Amy WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	39.48
WELLS FARGO CREDIT CARD A...	Amazon.Com 3g5e18c43 Chio...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	38.10
WELLS FARGO CREDIT CARD A...	Amazon.Com Zf2710fp3 Chio...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	28.27
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 084zu1om3 W...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	28.98
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 5595s0t73 Un...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	37.69
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 5a4856xb3 Chi...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	60.89
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 6p6s44rm3 Wi...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	56.77
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us A68tt9qa3 Mik...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	139.68
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Ek4df68u3 Wo...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60065	18.96
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Hm2312311 Ch...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.40040	94.79
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us le5f49vr3 Mikel...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	99.95
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Jf4v68zv3 Gade...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	129.44
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Qm9do1133 H...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	348.67
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Rm0rx0d83 W...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	58.20
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Wonick, Ju WF...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	-39.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Wonick, Ju WF...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	-39.99
WELLS FARGO CREDIT CARD A...	Angelos Pizza - Southv Under...	06/30/2023	Wells Fargo Purchase Cards	101.43.5000.441.50075	298.79
WELLS FARGO CREDIT CARD A...	Aspen Mills Lee, Katri WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	330.58
WELLS FARGO CREDIT CARD A...	Bca Training Education Lee, Ka...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	575.00
WELLS FARGO CREDIT CARD A...	Bca Training Education Lee, Ka...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD A...	Best Western St Cloud Kiernan...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.50075	596.90

Expense Approval Report

Payment Dates: 6/21/2023 - 7/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Best Western St Cloud Wonick...	06/30/2023	Wells Fargo Purchase Cards	101.41.1100.413.50075	596.90
WELLS FARGO CREDIT CARD A...	Blue Card Command Chiodo, ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	1,700.00
WELLS FARGO CREDIT CARD A...	Bluff High Kennels Rose, Ryan...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60013	72.14
WELLS FARGO CREDIT CARD A...	Caseys #2400 Winget, Da WF ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	17.01
WELLS FARGO CREDIT CARD A...	Cedarvale Lanes Fitz B Swenh...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.455.60009	50.00
WELLS FARGO CREDIT CARD A...	Chick Fil A Ind Chiodo, Mo WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	37.07
WELLS FARGO CREDIT CARD A...	Crowne Plaza Food/Bev Chiod...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	43.24
WELLS FARGO CREDIT CARD A...	Crowne Plaza Food/Bev Chiod...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	43.24
WELLS FARGO CREDIT CARD A...	Crowne Plaza Union Sta Chiod...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	1,639.42
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Chiodo, Mo...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	52.96
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Lee, Katri W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	22.45
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Lee, Katri W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	8.98
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Lee, Katri W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	41.99
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Lee, Katri W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	16.62
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Swenhausen..	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.60009	8.58
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Wiederhoef...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	23.96
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Wonick, Ju ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5000.441.50075	78.93
WELLS FARGO CREDIT CARD A...	Defensive Edge Trainin Madse...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	550.00
WELLS FARGO CREDIT CARD A...	Delta 00621095358214 Mik...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50065	557.80
WELLS FARGO CREDIT CARD A...	Delta 00621097576551 Lare...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.50065	278.90
WELLS FARGO CREDIT CARD A...	Delta 00621097576551 Lare...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50065	55.78
WELLS FARGO CREDIT CARD A...	Delta 00621097756252 Sw...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50065	557.80
WELLS FARGO CREDIT CARD A...	Delta 00642589254414 Chi...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	40.00
WELLS FARGO CREDIT CARD A...	Dickeys Mn321 Smith-Thil WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	322.11
WELLS FARGO CREDIT CARD A...	Dickssportinggoods.Com Swe...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.454.60009	268.76
WELLS FARGO CREDIT CARD A...	Dolce Hotels And Resor Berg...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	1,102.14
WELLS FARGO CREDIT CARD A...	Dollar Tree Lee, Katri WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	16.25
WELLS FARGO CREDIT CARD A...	Dollartree Lee, Katri WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	10.00
WELLS FARGO CREDIT CARD A...	Dps Firefighter Licens Bergum,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	2,475.00
WELLS FARGO CREDIT CARD A...	Drkula'S 32 Bowl Swenhausen...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.455.60009	50.00
WELLS FARGO CREDIT CARD A...	Eb The Blueprint-Code Payable..	06/30/2023	Wells Fargo Purchase Cards	101.45.3000.419.50080	125.00
WELLS FARGO CREDIT CARD A...	Emergency Medical Prod Berg...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	747.96
WELLS FARGO CREDIT CARD A...	Facebk Bkmlppdx2 Looze, A...	06/30/2023	Wells Fargo Purchase Cards	101.41.1300.413.50025	166.98
WELLS FARGO CREDIT CARD A...	Facebk Xsbafpb832 Waegener,...	06/30/2023	Wells Fargo Purchase Cards	101.41.1300.413.50025	15.90
WELLS FARGO CREDIT CARD A...	Fasteners Plus Underdahl, WF...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	79.16
WELLS FARGO CREDIT CARD A...	Fasteners Plus Underdahl, WF...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	75.33
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	78.57
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	44.88
WELLS FARGO CREDIT CARD A...	Fdic/Jems Bergum, Er WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50080	87.00
WELLS FARGO CREDIT CARD A...	Ge Appliances Chiodo, Mo WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.40040	104.29
WELLS FARGO CREDIT CARD A...	Grassa Hove, Amy WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	38.40
WELLS FARGO CREDIT CARD A...	Hobby-Lobby #753 Lee, Katri ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50030	16.98
WELLS FARGO CREDIT CARD A...	Holiday Stations 0438 Oswald,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	44.42
WELLS FARGO CREDIT CARD A...	Holiday Stations 0471 Chiodo,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	42.07
WELLS FARGO CREDIT CARD A...	Holiday Stations 0479 Chiodo,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	58.59
WELLS FARGO CREDIT CARD A...	Hotel Dossier Hove, Amy WF 5...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	345.68
WELLS FARGO CREDIT CARD A...	Hotel Dossier Hove, Amy WF 5...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	691.36
WELLS FARGO CREDIT CARD A...	Hydrocad Software Solu Woni...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60041	300.00
WELLS FARGO CREDIT CARD A...	Ihop 5437 Bernardy, WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	190.03
WELLS FARGO CREDIT CARD A...	In Dronesense Inc. Bernardy, ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50072	1,700.00
WELLS FARGO CREDIT CARD A...	Int'L Code Council Inc Chiodo,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60018	-21.38
WI SCTF (WI SUPPORT COLLEC...	INV0166047	06/30/2023	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bergu...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.40042	19.16
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bergu...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	19.96
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bergu...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	18.09
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Hawki...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	49.90
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Hawki...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60066	38.97
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Ravn, ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	37.93
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Sperl,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	11.96
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Wiederh...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	32.97

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Payment Dates: 6/21/2023 - 7/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Kilroy'S Indy Bergum, Er WF 5...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	25.05
WELLS FARGO CREDIT CARD A...	Kilroy'S Indy Bergum, Er WF 5...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	108.73
WELLS FARGO CREDIT CARD A...	Kwik Trip 11600011684 Chio...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	55.68
WELLS FARGO CREDIT CARD A...	Kwik Trip 11600011684 Chio...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50065	53.87
WELLS FARGO CREDIT CARD A...	Little Caesar'S 3505-0 Prail, Ry...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	48.14
WELLS FARGO CREDIT CARD A...	Lyft Ride Sat 11am Oswald, ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50065	40.23
MN DEPT OF REVENUE	May 2023	06/30/2023	Taxes	101.207.2070300	123.00
MN DEPT OF REVENUE	May 2023	06/30/2023	Taxes	101.207.2070300	0.24
WELLS FARGO CREDIT CARD A...	Mcdonald'S F35250 Oswald, Sc...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	48.72
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.40046	115.47
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.40046	74.88
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	89.93
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	172.86
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	94.76
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	232.00
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	79.95
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	-232.00
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	-39.97
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Rem...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	107.40
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Sperl...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	8.98
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Sperl...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	47.78
WELLS FARGO CREDIT CARD A...	Metropolitan Tavern Hove, A...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	36.00
WELLS FARGO CREDIT CARD A...	Michaels #9490 Kiernan, R WF...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.60010	82.48
WELLS FARGO CREDIT CARD A...	Minnesota Chiefs Of Po Lee, K...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50030	117.00
WELLS FARGO CREDIT CARD A...	Minnesota Glove & Sa Rivera...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60045	146.88
WELLS FARGO CREDIT CARD A...	Minnesota Glove & Sa Wonick...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60045	124.74
WELLS FARGO CREDIT CARD A...	Minnesota Glove & Sa Wonick...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60045	54.19
WELLS FARGO CREDIT CARD A...	Minnesota Locks Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	19.50
WELLS FARGO CREDIT CARD A...	Minnesota Locks Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60065	48.75
WELLS FARGO CREDIT CARD A...	Mn Iaai Chiodo, Mo WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50070	25.00
WELLS FARGO CREDIT CARD A...	National Emergency Tra Oswa...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	347.84
WELLS FARGO CREDIT CARD A...	Nfpa Natl Fire Protect Chiodo...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60018	226.74
WELLS FARGO CREDIT CARD A...	Nfpa Natl Fire Protect Chiodo...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	994.50
WELLS FARGO CREDIT CARD A...	Nfsa Johnson, S WF 5/23	06/30/2023	Wells Fargo Purchase Cards	101.45.3300.419.50080	315.00
WELLS FARGO CREDIT CARD A...	Nrpa Operating Lares, Ada WF...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.50080	322.50
WELLS FARGO CREDIT CARD A...	Nrpa Operating Lares, Ada WF...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50080	64.50
WELLS FARGO CREDIT CARD A...	Nrpa Operating Mikel, Rac WF...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50080	535.00
WELLS FARGO CREDIT CARD A...	Nrpa Operating O'Connor, WF...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50070	115.00
WELLS FARGO CREDIT CARD A...	Nrpa Operating Swenhausen...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.459.50080	535.00
WELLS FARGO CREDIT CARD A...	Party City 1153 Waegener, W...	06/30/2023	Wells Fargo Purchase Cards	101.41.1300.413.60065	8.40
WELLS FARGO CREDIT CARD A...	Playpass Business Mikel, Rac ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.455.30700	19.00
WELLS FARGO CREDIT CARD A...	Raider Fire Protection Chiodo...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.40042	28.44
WELLS FARGO CREDIT CARD A...	Rathskeller Restaurant Bergu...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	167.22
WELLS FARGO CREDIT CARD A...	Red Wing Shoe #728 Wonick, ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60045	193.59
WELLS FARGO CREDIT CARD A...	Red Wing Shoe #728 Wonick, ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60045	166.49
WELLS FARGO CREDIT CARD A...	Rivers Edge Cafe Hove, Amy ...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	44.89
WELLS FARGO CREDIT CARD A...	Saint Honore Boulanger Hove...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	24.73
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Lee, Katri WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	574.52
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Lee, Katri WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	129.74
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Lee, Katri WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	32.02
WELLS FARGO CREDIT CARD A...	Samsclub.Com Mikel, Rac WF ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	60.34
WELLS FARGO CREDIT CARD A...	Sat Whataburger Hove, Amy ...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	24.51
WELLS FARGO CREDIT CARD A...	Sheraton Gunter San An Hove...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	1,045.00
WELLS FARGO CREDIT CARD A...	Sheraton Gunter San An Hove...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	1,045.00
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	101.41.1140.413.50070	395.00
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	101.45.3200.419.50025	52.33
WELLS FARGO CREDIT CARD A...	Skd Tactical Winget, Da WF 5/...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60045	238.90
WELLS FARGO CREDIT CARD A...	Sq Java Man Coffee Hove, Am...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	23.17
WELLS FARGO CREDIT CARD A...	Sq The Apparel Lab Daniels, J...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60045	231.00
WELLS FARGO CREDIT CARD A...	Sq The Apparel Lab Lee, Katri...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	324.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	Starbucks Store 09479 Mikel, ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6100.453.60009	47.95
WELLS FARGO CREDIT CARD A...	Sumup Water Hammer In Chi...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60040	859.98
WELLS FARGO CREDIT CARD A...	Target 00025197 Chiodo,...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.60068	81.49
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	120.01
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	63.63
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	127.03
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	92.56
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	78.23
WELLS FARGO CREDIT CARD A...	The Corner Store Hawkins, J ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	77.78
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ravn,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	6.26
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ravn,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60012	60.94
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ravn,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	68.94
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Ravn,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	22.98
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Sperl,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.40040	20.03
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Sperl,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	63.04
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Unde...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	39.98
WELLS FARGO CREDIT CARD A...	The Ups Store 0372 Wonick, Ju...	06/30/2023	Wells Fargo Purchase Cards	101.43.5100.442.60040	13.37
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Blackb...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	14.97
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Ravn, ...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	260.90
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Rivera...	06/30/2023	Wells Fargo Purchase Cards	101.43.5200.443.60016	14.99
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Sperl,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60016	198.49
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Sperl,...	06/30/2023	Wells Fargo Purchase Cards	101.44.6000.451.60040	199.98
WELLS FARGO CREDIT CARD A...	Trimet Tvm Hove, Amy WF 5/...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50065	5.00
WELLS FARGO CREDIT CARD A...	Tst Sizzle Pie - West Hove, A...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	15.05
WELLS FARGO CREDIT CARD A...	Tst The County Line R Hove, ...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	53.62
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Kiernan, R WF 5...	06/30/2023	Wells Fargo Purchase Cards	101.41.1000.413.50075	69.62
WELLS FARGO CREDIT CARD A...	Turitto S Pizza Underdahl, WF ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5000.441.50075	259.09
WELLS FARGO CREDIT CARD A...	Twin Cities Hr Associa Payable,...	06/30/2023	Wells Fargo Purchase Cards	101.41.1120.413.50070	129.00
WELLS FARGO CREDIT CARD A...	Walgreens #6943 Lee, Katri W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50030	10.48
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Bernardy, W...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.50075	70.80
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Chiodo, Mo ...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60011	102.14
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Gubash, Sc ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5000.441.50075	49.30
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Schrandt, WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	9.00
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Schrandt, WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.60065	7.84
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Wonick, Ju ...	06/30/2023	Wells Fargo Purchase Cards	101.43.5000.441.50075	43.28
WELLS FARGO CREDIT CARD A...	Waxy Oconnors Hove, Amy W...	06/30/2023	Wells Fargo Purchase Cards	101.41.2000.415.50075	42.39
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Chiod...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	15.99
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Chiod...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	15.99
WELLS FARGO CREDIT CARD A...	Zoom.U.s 888-799-9666 Lee, K...	06/30/2023	Wells Fargo Purchase Cards	101.42.4000.421.50070	12.79
WELLS FARGO CREDIT CARD A...	Zoro Tools Inc Chiodo, Mo WF...	06/30/2023	Wells Fargo Purchase Cards	101.42.4200.423.40040	146.40
Fund 101 - GENERAL FUND Total:					229,780.74

Fund: 201 - C.V.B. FUND

HOSPITALITY MINNESOTA	80384	06/22/2023	CVB TOURISM MEMBER REN...	201.44.1600.465.30700	345.00
GREENSPRING MEDIA GROUP	2023-51312	06/29/2023	BIKE MN EVENT	201.44.1600.465.50025	2,250.00
Fund 201 - C.V.B. FUND Total:					2,595.00

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

SHERWIN-WILLIAMS CO.	1490-1	06/22/2023	paint for VMCC	205.44.6200.453.60016	58.74
HUEBSCH SERVICES	20236355	06/22/2023	lobby mats	205.44.6200.453.40065	80.61
HUEBSCH SERVICES	20236355	06/22/2023	lobby mats	205.44.6200.453.40065	322.48
AMERICAN RED CROSS	22594786	06/22/2023	CPR and Recert for lifeguards	205.44.6200.453.60018	270.00
AMERICAN RED CROSS	22599570	06/22/2023	Lifeguarding class - June	205.44.6200.453.60018	88.00
SUPREME AUDIO INC	227786	06/22/2023	Aerolink Bluetooth connectors...	205.44.6200.453.60040	359.96
AQUA LOGIC, INC.	2332	06/22/2023	spa repair work	205.44.6200.453.40040	1,160.97
TAHO SPORTSWEAR	23TS2711	06/22/2023	Kids ROCK program t-shirt	205.44.6200.453.60045	1,360.00
PERFECTION PLUS, INC	314723	06/22/2023	Monthly cleaning services 5.2...	205.44.6200.453.40040	6,912.70
PUSH PEDAL PULL	361468	06/22/2023	Gym equipment repairs	205.44.6200.453.40042	342.99
TOTAL CONSTRUCTION & EQU...	36621	06/22/2023	repairs to mens sauna	205.44.6200.453.40040	480.23
TOTAL CONSTRUCTION & EQU...	36623	06/22/2023	repair to Zam sump pump	205.44.6200.453.40040	543.68
TWIN SOURCE SUPPLY	504755	06/22/2023	cleaning supplies	205.44.6200.453.60011	700.43
TWIN SOURCE SUPPLY	504755	06/22/2023	cleaning supplies	205.44.6200.453.60011	700.42

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TWIN SOURCE SUPPLY	504756	06/22/2023	cleaning supply	205.44.6200.453.60011	53.59
JOHNSTON, MARGARET	6/13/2023	06/22/2023	refund for program	205.44.0000.3493501	15.00
COMCAST	6/13/2023	06/22/2023	VMCC cable TV 7.2023	205.44.6200.453.50070	359.60
MN DEPT OF HEALTH	6/21/2023	06/22/2023	2023 Grove/Pool Operating lic...	205.44.6200.453.50070	740.00
MN DEPT OF HEALTH	6/21/2023	06/22/2023	2023 VMCC Pool License	205.44.6200.453.50070	740.00
HAWKINS, INC.	6490990	06/22/2023	pool chemicals	205.44.6200.453.60024	5,565.21
GRAINGER	9718646020	06/22/2023	Self contained float valves	205.44.6200.453.60016	69.00
GRAINGER	9718646020	06/22/2023	Self contained float valves	205.44.6200.453.60016	69.00
SHERWIN-WILLIAMS CO.	3602-7	06/29/2023	paint & supplies	205.44.6200.453.40040	98.81
SHERWIN-WILLIAMS CO.	3602-7	06/29/2023	paint & supplies	205.44.6200.453.40040	98.81
TOTAL CONSTRUCTION & EQU...	36692	06/29/2023	trouble shoot SPA filter	205.44.6200.453.40040	271.84
TWIN SOURCE SUPPLY	504990	06/29/2023	cleaning supplies	205.44.6200.453.60011	390.98
TWIN SOURCE SUPPLY	504990	06/29/2023	cleaning supplies	205.44.6200.453.60011	390.98
GRAINGER	9745547498	06/29/2023	v belts	205.44.6200.453.60016	34.92
INNOVATIVE OFFICE SOLUTIO...	IN4181292	06/29/2023	office supplies	205.44.6200.453.60010	196.79
XCEL ENERGY	830979041	06/30/2023	Aquatic center natural gas cha...	205.44.6200.453.40010	5,677.43
XCEL ENERGY	831743656	06/30/2023	Ice arena load profile natural ...	205.44.6200.453.40010	1,402.81
XCEL ENERGY	831743656	06/30/2023	Ice arena load profile electric	205.44.6200.453.40020	6,884.48
XCEL ENERGY	831743656	06/30/2023	Aquatic center electric charges	205.44.6200.453.40020	9,120.77
WELLS FARGO CREDIT CARD A...	American Red Cross Hofmeist...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60018	352.00
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us En85v2rp3 Sw...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60040	38.69
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Hm0jd5nz0 Sti...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	37.96
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Hv5gi05y3 Tod...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60011	31.37
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Xu2yi1qo3 Cra...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	32.99
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Hofmeister...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	61.92
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Hofmeister...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	62.10
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Hofmeister...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	-62.10
WELLS FARGO CREDIT CARD A...	Delta 00621097576551 Lare...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.50065	111.56
WELLS FARGO CREDIT CARD A...	Department Of Labor An Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.50080	24.00
WELLS FARGO CREDIT CARD A...	Dollartree Hofmeister WF 5/23	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	38.39
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	57.96
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	11.99
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	57.92
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Roach...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	188.23
MN DEPT OF REVENUE	May 2023CR	06/30/2023	Taxes	205.207.2070300	-1,097.29
WELLS FARGO CREDIT CARD A...	Nrpa Operating Lares, Ada WF...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.50080	129.00
WELLS FARGO CREDIT CARD A...	Sams Club #4736 Abrahamson...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	45.96
WELLS FARGO CREDIT CARD A...	Sams Club #4738 Stier, Phi WF...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	86.92
WELLS FARGO CREDIT CARD A...	The Home Depot #2813 Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	82.82
WELLS FARGO CREDIT CARD A...	The Home Depot #2813 Todd...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	88.60
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	12.33
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Roach...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	33.98
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Stier, ...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	4,554.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60012	6.90
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	100.07
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60016	63.56
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Bods...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.40040	42.99
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Abrahamson...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	100.16
WELLS FARGO CREDIT CARD A...	Wal-Mart #5089 Abrahamson...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.60065	41.00
WELLS FARGO CREDIT CARD A...	Zumba Fitness Crary, Amy WF...	06/30/2023	Wells Fargo Purchase Cards	205.44.6200.453.50070	38.99
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					50,937.16
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
OWENS COMPANIES	34944	06/22/2023	25% downpmt for 2 condense...	206.44.6200.459.80200	43,000.00
OWENS COMPANIES	34976	06/22/2023	25% downpayment on Munter...	206.44.6200.459.80200	57,450.00
BRUCE NELSON PLUMBING A...	4742	06/22/2023	replace water heater in Zam r...	206.44.6200.459.80200	27,060.00
BUILDING MATERIAL SUPPLY, ...	59480	06/29/2023	replace partitions in restrooms	206.44.6200.459.80200	20,836.20
BUILDING MATERIAL SUPPLY, ...	59601	06/29/2023	replace bathroom stall walls/...	206.44.6200.459.80200	11,750.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					160,096.20
Fund: 270 - HOST COMMUNITY FUND					
JR'S APPLIANCE DISPOSAL	110356	06/22/2023	Misc metals	270.45.3000.419.40025	42.00

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BARR ENGINEERING COMPANY	23190218.00-317	06/22/2023	Pine Bend Landfill Technical A...	270.75.5900.751.30700	1,529.00
Fund 270 - HOST COMMUNITY FUND Total:					1,571.00
Fund: 290 - EDA-OPERATING FUND					
EHLERS AND ASSOCIATES, INC.	94308	06/22/2023	TIF & Abatement Overview for...	290.45.3000.419.30700	463.75
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Property Excess Property Res...	290.45.3000.419.30420	476.00
WELLS FARGO CREDIT CARD A...	Cre Event Regzm5tcpw7 Rand...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	120.24
WELLS FARGO CREDIT CARD A...	Desert Cab Rand, Heat WF 5/...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	40.11
WELLS FARGO CREDIT CARD A...	Economic Development A Ran...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	355.00
WELLS FARGO CREDIT CARD A...	Flamingo Hotel Las Veg Rand,...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	90.60
WELLS FARGO CREDIT CARD A...	Gordon Ramsay Fish&Chi Rand..	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	100.14
WELLS FARGO CREDIT CARD A...	Harrah'S Guy Fieri Rand, Heat...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	41.66
WELLS FARGO CREDIT CARD A...	Hendersontaxi Rand, Heat WF...	06/30/2023	Wells Fargo Purchase Cards	290.45.3000.419.50080	40.11
Fund 290 - EDA-OPERATING FUND Total:					1,727.61
Fund: 291 - EDA-ACQUISITIONS FUND					
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.01	06/29/2023	McPhillips acquisition monthly...	291.45.3000.419.30420	7,140.00
Fund 291 - EDA-ACQUISITIONS FUND Total:					7,140.00
Fund: 401 - PARK CAPITAL REPLACEMENT					
HOISINGTON KOEGLER GROUP..	021-002-26	06/22/2023	SV project svcs 5.2023	401.44.5900.744.30700	3,268.75
WEBER, INC.	5/31/2023	06/22/2023	Project 2021-14 Pay Voucher 1	401.44.5900.744.80300	494,319.67
PRO-TEC DESIGN INC.	110166	06/29/2023	card reader work for new shel...	401.44.5900.744.70600	10,444.45
Fund 401 - PARK CAPITAL REPLACEMENT Total:					508,032.87
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
WEBER, INC.	6/5/2023	06/22/2023	Project 2021-15. Pay Voucher 1	402.44.6000.451.80300	173,355.26
FLAGSHIP RECREATION LLC	F21191	06/22/2023	benches & bike racks for HVP	402.44.6000.451.60065	25,666.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					199,021.26
Fund: 510 - WATER-OPERATING FUND					
GOPHER STATE ONE-CALL	3050488	06/22/2023	Locate tickets	510.50.7100.512.30700	1,086.75
HAWKINS, INC.	6487178	06/22/2023	chemicals	510.50.7100.512.60019	654.12
USABBLUEBOOK	INV00016544	06/22/2023	Plant supplies	510.50.7100.512.60016	105.20
BATTERIES PLUS	P62893108	06/22/2023	Misc Batteries	510.50.7100.512.60016	159.15
BATTERIES PLUS	P62895456	06/22/2023	misc battery	510.50.7100.512.60016	6.65
CORE & MAIN LP	S964413	06/22/2023	Repair clamp	510.50.7100.512.60016	280.33
GOODIN COMPANY	02573479-00	06/29/2023	WTF Supplies	510.50.7100.512.60016	31.17
CITY OF BLOOMINGTON	22233	06/29/2023	Water samples	510.50.7100.512.30700	480.00
OPTION ONE MECHANICAL LLC	3243	06/29/2023	Building repair	510.50.7100.512.40040	1,670.00
FIRST SUPPLY LLC	3471274-00	06/29/2023	Plant supplies	510.50.7100.512.60016	22.36
CINTAS CORPORATION	4158466400	06/29/2023	Rugs for treatment plant	510.50.7100.512.40065	52.35
HAWKINS, INC.	6498775	06/29/2023	chemicals	510.50.7100.512.60019	10.00
HAWKINS, INC.	6504945	06/29/2023	chemicals	510.50.7100.512.60019	1,961.00
USABBLUEBOOK	INV00025589	06/29/2023	Treatment plant supplies	510.50.7100.512.60016	293.78
USABBLUEBOOK	INV00025642	06/29/2023	treatment plant supplies	510.50.7100.512.60016	174.84
CORE & MAIN LP	T027628	06/29/2023	Meter parts	510.50.7100.512.75500	1,461.30
XCEL ENERGY	830979041	06/30/2023	Water natural gas charges	510.50.7100.512.40010	26,659.62
XCEL ENERGY	830979041	06/30/2023	Water electric charges	510.50.7100.512.40020	1,374.29
WELLS FARGO CREDIT CARD A...	Gerten Greenhouses Johnson,...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	23.55
WELLS FARGO CREDIT CARD A...	Gerten Greenhouses Johnson,...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	134.12
WELLS FARGO CREDIT CARD A...	Gerten Greenhouses Johnson,...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	142.10
WELLS FARGO CREDIT CARD A...	Gertens Commercial Sal Johns...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	199.75
WELLS FARGO CREDIT CARD A...	Gertens Commercial Sal Johns...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	269.90
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Gubas...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	6.99
MN DEPT OF REVENUE	May 2023	06/30/2023	Taxes	510.207.2070200	1,108.41
MN DEPT OF REVENUE	May 2023	06/30/2023	Taxes	510.207.2070300	143.79
WELLS FARGO CREDIT CARD A...	Mn Pollution Control A Johns...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.50080	45.00
WELLS FARGO CREDIT CARD A...	Mn Pollution Control S Johnso...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.50080	0.97
WELLS FARGO CREDIT CARD A...	Sensaphone Gubash, Sc WF 5...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.30700	299.40
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Guba...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.40042	485.48
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Guba...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	244.96
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Guba...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60045	44.98
WELLS FARGO CREDIT CARD A...	Tractor-Supply-Co #019 Johns...	06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60016	15.98

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WELLS FARGO CREDIT CARD A... Tractor-Supply-Co #019 Johns...		06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.60045	48.57
WELLS FARGO CREDIT CARD A... Wpy American Public Wo John..		06/30/2023	Wells Fargo Purchase Cards	510.50.7100.512.50080	2,903.16
Fund 510 - WATER-OPERATING FUND Total:					42,600.02
Fund: 511 - WATER-CAPITAL FUND					
BAUER SERVICES OF WELCH L...	06012023-4068	06/29/2023	Main break	511.50.7100.512.40043	4,250.00
BLACKTOP PROS, LLC	23-0204	06/29/2023	main break road repair	511.50.7100.512.40043	1,650.00
Fund 511 - WATER-CAPITAL FUND Total:					5,900.00
Fund: 520 - SEWER-OPERATING FUND					
METROPOLITAN COUNCIL	1158103	06/22/2023	Waste Water Services	520.51.7200.514.40015	181,505.90
DAKOTA ELECTRIC ASSN	200010048618 6/23/2023	06/30/2023	Electric	520.51.7200.514.40020	143.51
XCEL ENERGY	830979041	06/30/2023	Sewer natural gas charges	520.51.7200.514.40010	1,512.78
XCEL ENERGY	830979041	06/30/2023	Sewer electric charges	520.51.7200.514.40020	107.96
WELLS FARGO CREDIT CARD A... Dt Duluth Trading Co Gubash,...		06/30/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	222.60
WELLS FARGO CREDIT CARD A... Py Advanced Sportswea John...		06/30/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	121.00
WELLS FARGO CREDIT CARD A... Tractor-Supply-Co #019 Guba...		06/30/2023	Wells Fargo Purchase Cards	520.51.7200.514.60045	180.92
Fund 520 - SEWER-OPERATING FUND Total:					183,794.67
Fund: 521 - SEWER-CAPITAL FUND					
METROPOLITAN COUNCIL	6/13/2023	06/22/2023	Monthly SAC fees 5.2023	521.217.2170000	19,880.00
Fund 521 - SEWER-CAPITAL FUND Total:					19,880.00
Fund: 530 - STORM WATER-OPERATING					
GERTENS	202851/12	06/22/2023	storm water materials	530.74.5900.741.40066	280.91
GERTENS	203261/12	06/22/2023	stormwater supplies	530.74.5900.741.40066	66.45
M & J SERVICES, LLC	2738	06/22/2023	storm sewer work	530.74.5900.741.40066	2,245.00
M & J SERVICES, LLC	2747	06/22/2023	storm sewer maintenance	530.74.5900.741.40066	625.00
M & J SERVICES, LLC	2748	06/22/2023	Storm water maintenance	530.74.5900.741.40066	1,300.00
M & J SERVICES, LLC	2749	06/22/2023	storm sewer maintenance	530.74.5900.741.40066	1,580.00
M & J SERVICES, LLC	2750	06/22/2023	storm sewer maintenance	530.74.5900.741.40066	2,920.00
M & J SERVICES, LLC	2753	06/29/2023	Storm sewers	530.74.5900.741.40066	2,860.00
M & J SERVICES, LLC	2754	06/29/2023	storm sewers	530.74.5900.741.40066	4,180.00
XCEL ENERGY	830979041	06/30/2023	Storm water electric charges	530.74.5900.741.40020	2,801.35
WELLS FARGO CREDIT CARD A... The Home Depot #2843 Rivera..		06/30/2023	Wells Fargo Purchase Cards	530.74.5900.741.40066	31.45
Fund 530 - STORM WATER-OPERATING Total:					18,890.16
Fund: 533 - STORM WATER-CAPITAL FUND NWA					
KIMLEY-HORN & ASSOCIATES, ...16050060-0523		06/22/2023	Construction Services	533.74.5900.748.30300	757.90
Fund 533 - STORM WATER-CAPITAL FUND NWA Total:					757.90
Fund: 550 - INVER WOOD GOLF COURSE					
MTD COMMUNICATIONS, INC.	10639	06/22/2023	ads for Microtel & Holiday Inn...	550.52.8500.526.50025	998.00
BREAKTHRU BEVERAGE MINN...	110791986	06/22/2023	beer for resale	550.52.8300.524.76150	807.60
DENNY'S 5TH AVENUE BAKERY	11974	06/22/2023	breads for food resale	550.52.8300.524.76050	139.75
DENNY'S 5TH AVENUE BAKERY	11975	06/22/2023	breads for food resale	550.52.8300.524.76050	127.09
DENNY'S 5TH AVENUE BAKERY	11977	06/22/2023	breads for food resale	550.52.8300.524.76050	127.09
DENNY'S 5TH AVENUE BAKERY	12392	06/22/2023	breads for food resale	550.52.8300.524.76050	139.75
DENNY'S 5TH AVENUE BAKERY	12437	06/22/2023	breads for food resale	550.52.8300.524.76050	160.85
SITEONE LANDSCAPE SUPPLY, ...129976110-001		06/22/2023	irrigation tools	550.52.8600.527.60008	450.76
MTI DISTRIBUTING CO	1383686-02	06/22/2023	equipment repair	550.52.8600.527.40042	126.33
MTI DISTRIBUTING CO	1389265-00	06/22/2023	equipment repair	550.52.8600.527.40042	355.41
MANSFIELD OIL COMPANY	24344362	06/22/2023	fuel	550.52.8600.527.60021	1,624.04
SHAMROCK GROUP	2899323	06/22/2023	ice for bev. resale	550.52.8300.524.76100	274.60
SHAMROCK GROUP	2901232	06/22/2023	ice for bev. resale	550.52.8300.524.76100	189.75
SHAMROCK GROUP	2901721	06/22/2023	ice for bev. resale	550.52.8300.524.76100	208.20
COCA COLA BOTTLING COMP...	3607217715	06/22/2023	pop & water for resale	550.52.8300.524.76100	1,702.94
ARTISAN BEER COMPANY	3610267	06/22/2023	beer for resale	550.52.8300.524.76150	466.20
M. AMUNDSON LLP	363931	06/22/2023	snacks for resale	550.52.8300.524.76050	326.15
TOTAL CONSTRUCTION & EQU...	36624	06/22/2023	repair meat slicer	550.52.8300.524.40042	213.34
HANCO CORPORATION	4478-00	06/22/2023	Tires refund	550.52.8600.527.60014	-103.22
DRAFT TECHNOLOGIES	6142301	06/22/2023	beer line cleaning	550.52.8300.524.40042	75.00
PHILLIPS WINE & SPIRITS	6609127	06/22/2023	alcohol for resale	550.52.8300.524.76150	1,011.34
PERFORMANCE FOOD GROUP ...68550696		06/22/2023	supplies	550.52.8300.524.60065	141.69

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	4up Inverwood Moynihan, WF..	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.70600	-2.00
WELLS FARGO CREDIT CARD A...	4up Inverwood Moynihan, WF..	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.70600	-2.00
WELLS FARGO CREDIT CARD A...	4up Inverwood Moynihan, WF..	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.70600	-2.00
XCEL ENERGY	830979041	06/30/2023	GC natural gas charges	550.52.8500.526.40010	69.22
XCEL ENERGY	830979041	06/30/2023	GC electric charges	550.52.8500.526.40020	1,183.62
XCEL ENERGY	830979041	06/30/2023	GC maintenance natural gas c...	550.52.8600.527.40010	1,265.61
XCEL ENERGY	830979041	06/30/2023	GC maintenance electric char...	550.52.8600.527.40020	455.88
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 381dw2vl3 Mo...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	161.00
WELLS FARGO CREDIT CARD A...	Batteries+Bulbs #026 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.60040	90.60
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	27.73
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	13.47
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76100	36.03
WELLS FARGO CREDIT CARD A...	Cub Foods #1639 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.70600	19.11
WELLS FARGO CREDIT CARD A...	Cub Foods #1695 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	9.75
WELLS FARGO CREDIT CARD A...	Delta 00621097576551 Lare...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.50065	55.78
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8100.522.50050	43.06
WELLS FARGO CREDIT CARD A...	Fastsigns 270701 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8100.522.50050	69.39
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Moyni...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.40040	77.09
WELLS FARGO CREDIT CARD A...	Inver Grove Heights Ac Otness,...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.70600	51.36
WELLS FARGO CREDIT CARD A...	Kwik Trip 66200006627 Moyn...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	5.98
WELLS FARGO CREDIT CARD A...	Kwik Trip 66200006627 Moyn...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	7.95
WELLS FARGO CREDIT CARD A...	Kwik Trip 66200006627 Moyn...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	9.54
WELLS FARGO CREDIT CARD A...	Lunds&Byerlys Eagan Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	28.20
MN DEPT OF REVENUE	May 2023	06/30/2023	Taxes	550.207.2070300	19,527.85
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Lage,...	06/30/2023	Wells Fargo Purchase Cards	550.52.8600.527.60012	303.79
WELLS FARGO CREDIT CARD A...	Neobits Inc Gade, Marc WF 5/...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.40042	59.50
WELLS FARGO CREDIT CARD A...	Nrpa Operating Lares, Ada WF...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.50080	64.50
WELLS FARGO CREDIT CARD A...	Pga Of America Members Otn...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.50070	447.00
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	54.53
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	140.40
WELLS FARGO CREDIT CARD A...	Samsclub #4738 Moynihan, ...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	14.48
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	41.41
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	83.53
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.60065	18.19
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	6.57
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	20.96
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76050	31.25
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8300.524.76100	18.90
WELLS FARGO CREDIT CARD A...	Target 00025197 Moynih...	06/30/2023	Wells Fargo Purchase Cards	550.52.8500.526.60065	23.48
Fund 550 - INVER WOOD GOLF COURSE Total:					48,697.54
Fund: 602 - RISK MANAGEMENT					
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.01	06/29/2023	Blackwell personal injury mon...	602.00.2100.415.30420	42.00
Fund 602 - RISK MANAGEMENT Total:					42.00
Fund: 603 - CENTRAL EQUIPMENT					
TRES INC	023-047	06/22/2023	2023 GMC Sierra (#S5) for Fire...	603.00.5300.444.80700	43,869.20
FERRELLGAS	112287613	06/22/2023	Propane for cat forklift (#5302)	603.00.5300.444.40042	93.00
EMERGENCY APPARATUS MA...	127955	06/22/2023	Fire Truck (#E21) repairs	603.00.5300.444.40041	2,942.59
EMERGENCY APPARATUS MA...	127994	06/22/2023	Parts for Fire Truck (#L35)	603.00.5300.444.40041	446.77
CFA SOFTWARE INC	15102	06/22/2023	software for vehicles	603.00.5300.444.50072	2,995.00
TITAN MACHINERY	18492293	06/22/2023	Backhoe (#341) window kit	603.00.5300.444.40042	435.00
CUSTOM TRUCK ONE SOURCE,...	2022002081713	06/22/2023	Bracket for F550 (#307)	603.00.5300.444.40041	39.61
CUSTOM TRUCK ONE SOURCE,...	2022007044601	06/22/2023	Parks F550 (#509) repairs	603.00.5300.444.40041	3,100.00
CUSTOM TRUCK ONE SOURCE,...	2023002102344	06/22/2023	Thethered cable for Boom Tru...	603.00.5300.444.40041	1,098.78
MANSFIELD OIL COMPANY	24351094	06/22/2023	Fuel	603.140.1450060	8,400.26
L.T.G. POWER EQUIPMENT	277075	06/22/2023	Blade set for mower (#539)	603.00.5300.444.40042	301.36
PERFECTION PLUS, INC	314723	06/22/2023	Monthly cleaning services 5.2...	603.00.5300.444.40040	521.62
WORLD FUEL SERVICES	373582059616-41801	06/22/2023	Stock Oil	603.140.1450050	143.92
CINTAS CORPORATION	4158466475	06/22/2023	Rugs for PW building	603.00.5300.444.40065	99.25
INVER GROVE FORD	5330426	06/22/2023	Squad car (#2027) front axle a...	603.00.5300.444.40041	189.63
UNIFIRST CORPORATION	900768673	06/22/2023	Other rentals	603.00.5300.444.40065	122.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	900768673	06/22/2023	CE uniforms	603.00.5300.444.60045	35.81
UNIFIRST CORPORATION	900770008	06/22/2023	Other rentals	603.00.5300.444.40065	139.73
UNIFIRST CORPORATION	900770008	06/22/2023	CE uniforms	603.00.5300.444.60045	35.81
UNIFIRST CORPORATION	900771286	06/22/2023	Other rentals	603.00.5300.444.40065	131.55
UNIFIRST CORPORATION	900771286	06/22/2023	CE Uniforms	603.00.5300.444.60045	35.81
POMP'S TIRE SERVICE, INC.	980106275	06/22/2023	Inspections pickup (#802) tires	603.00.5300.444.60014	323.92
POMP'S TIRE SERVICE, INC.	980106393	06/22/2023	Utilities Service truck (#415) ti...	603.00.5300.444.60014	632.32
RUFFRIDGE-JOHNSON	IA25129	06/22/2023	Paver (#336) flat sandal	603.00.5300.444.40042	43.00
ZIEGLER INC	IN001012757	06/22/2023	Parts for Fire dept loader (#11)	603.00.5300.444.40042	1,101.27
MACQUEEN EQUIPMENT INC	W12151	06/22/2023	Vactor (#402) float ball cage r...	603.00.5300.444.40041	3,450.50
KIMBALL MIDWEST	101161968	06/29/2023	Shop supplies	603.00.5300.444.60012	181.92
EMERGENCY APPARATUS MA...	128267	06/29/2023	Kit repair for fire truck (#T26)	603.00.5300.444.40041	1,223.52
HANCO CORPORATION	13199-00	06/29/2023	Tires for mower (#530)	603.00.5300.444.60014	364.80
LITESYS INC	18437	06/29/2023	Actuator for fire truck (#T26)	603.00.5300.444.40041	710.29
INNOVATIVE OFFICE SOLUTIO...	1-232876	06/29/2023	Shop supplies	603.00.5300.444.60012	100.00
CLAREY'S SAFETY EQUIPMENT	205997	06/29/2023	Supplies	603.00.5300.444.60012	173.65
MANSFIELD OIL COMPANY	24351095	06/29/2023	Fuel	603.140.1450060	13,576.71
TWIN CITY MARINA	24570	06/29/2023	Fire boat (#B1) repairs	603.00.5300.444.40042	69.27
L.T.G. POWER EQUIPMENT	277616	06/29/2023	Belts for mower (#539)	603.00.5300.444.40042	416.46
L.T.G. POWER EQUIPMENT	277753	06/29/2023	Ball joint for mower (#445)	603.00.5300.444.40042	69.86
WORLD FUEL SERVICES	375125223281-41801	06/29/2023	Exhaust fluid for dump truck (...)	603.00.5300.444.40041	386.20
INVER GROVE FORD	5330704	06/29/2023	Pollen filter for F550 (#509)	603.00.5300.444.40041	20.21
INVER GROVE FORD	5330771	06/29/2023	Screen assembly for F550 (#3...	603.00.5300.444.40041	31.40
INVER GROVE FORD	5330806	06/29/2023	Air conditioner switch for F250..	603.00.5300.444.40041	71.07
INVER GROVE FORD	5330924	06/29/2023	Brake assembly for fire truck (...)	603.00.5300.444.40041	236.90
INVER GROVE FORD	5330927	06/29/2023	Transmission fluid for fire truc...	603.00.5300.444.40041	14.58
INVER GROVE FORD	5330931	06/29/2023	Pins for fire truck (#E21)	603.00.5300.444.40041	2.50
INVER GROVE FORD	5330977	06/29/2023	Parts for fire truck (#E21)	603.00.5300.444.40041	33.14
INVER GROVE FORD	5331052	06/29/2023	Unmarked squad (#1603)	603.00.5300.444.40041	324.74
INVER GROVE FORD	5331053	06/29/2023	Parts for F550 (#402)	603.00.5300.444.40041	102.61
INVER GROVE FORD	5331098	06/29/2023	Sensor & housing for F150 (#7...	603.00.5300.444.40041	93.24
INVER GROVE FORD	5331107	06/29/2023	Bracket for F250 (#414)	603.00.5300.444.40041	52.67
INVER GROVE FORD	5331109	06/29/2023	Oil drain plug squad car (#202...	603.00.5300.444.40041	9.86
NORTHERN SAFETY TECHNOL...	56010	06/29/2023	Squad 34 VIN: 2696	603.00.5300.444.80701	5,786.32
POMP'S TIRE SERVICE, INC.	980106919	06/29/2023	Tires for squad car (#1832)	603.00.5300.444.60014	558.16
RUFFRIDGE-JOHNSON	EA00711	06/29/2023	New paver (#336)	603.00.5300.444.80400	97,350.00
CENTENNIAL GLASS	I00013121	06/29/2023	Windshield install for F150 (#...	603.00.5300.444.40041	215.00
NORTHWOODS FORD	INVERGROVE23-101	06/29/2023	2023 Ford for Parks and Rec (...)	603.00.5300.444.80700	61,553.91
MACQUEEN EQUIPMENT INC	P50621	06/29/2023	Parts for vactor (#403)	603.00.5300.444.40041	103.37
TRI-STATE BOBCAT INC.	P99335	06/29/2023	O-ring for skid steer (#352)	603.00.5300.444.40042	22.43
TRI-STATE BOBCAT INC.	P99454	06/29/2023	Window guard & strobe light k...	603.00.5300.444.40042	1,120.00
NUSS TRUCK AND EQUIPMENT	PSO012738-1	06/29/2023	Control valve for dump truck (...)	603.00.5300.444.40041	294.46
NUSS TRUCK AND EQUIPMENT	PSO012738-2	06/29/2023	Injector for dump truck (#321)	603.00.5300.444.40041	160.72
NUSS TRUCK AND EQUIPMENT	PSO012892-1	06/29/2023	Caps for dump truck (#321)	603.00.5300.444.40041	74.18
ZIEGLER INC	SI000336169	06/29/2023	Repair Loader (#L1) tilt cylinder	603.00.5300.444.40042	1,556.09
MN DEPT OF REVENUE	6/20/2023	06/30/2023	May 2023 fuel tax	603.00.5300.444.60021	286.14
XCEL ENERGY	830979041	06/30/2023	PW natural gas charges	603.00.5300.444.40010	332.14
XCEL ENERGY	830979041	06/30/2023	PW electric charges	603.00.5300.444.40020	1,768.33
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Eb4uz6ln3 Und...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.60012	33.14
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Mh8o691q3 Ja...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	47.99
WELLS FARGO CREDIT CARD A...	Menards West St Paul M Jack...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	7.99
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	90.98
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	69.99
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	8.12
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	16.14
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	29.99
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	16.98
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	20.39
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	156.94
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	107.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	35.97
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	96.93
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	26.38
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	181.44
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	45.35
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	73.52
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.60012	13.98
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.60012	10.00
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.60040	28.99
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.140.1450050	29.10
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.140.1450050	122.34
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.140.1450050	38.80
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.140.1450050	41.97
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	-29.99
WELLS FARGO CREDIT CARD A...	O'Reilly Auto Parts 17 Jackson,...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40041	-10.00
WELLS FARGO CREDIT CARD A...	Supreme Marine Jackson, R W...	06/30/2023	Wells Fargo Purchase Cards	603.00.5300.444.40042	18.60
Fund 603 - CENTRAL EQUIPMENT Total:					261,504.84

Fund: 605 - CITY FACILITIES

DANIEL BAUER	1003	06/22/2023	pipe repairs at CH & FS#2	605.00.7500.460.40040	432.18
LVC COMPANIES, INC.	116436	06/22/2023	install cell dialer at fire station...	605.00.7500.460.40040	1,230.00
HUEBSCH SERVICES	20236354	06/22/2023	lobby mats	605.00.7500.460.40065	171.57
PERFECTION PLUS, INC	314723	06/22/2023	Monthly cleaning services 5.2...	605.00.7500.460.40040	5,133.19
TOTAL CONSTRUCTION & EQU...	36619	06/22/2023	run power to ADA door opera...	605.00.7500.460.40040	1,582.91
AEP ONSITE PARTNERS, LLC	419-21434402	06/22/2023	solar panels 5.2023	605.00.7500.460.40020	16,540.52
GRAINGER	9742046205	06/22/2023	v-belts for PW exhaust fan	605.00.7500.460.60016	22.65
GRAINGER	9743352172	06/22/2023	fan motor for PW roof exhaust	605.00.7500.460.40040	192.06
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22306	06/22/2023	solar gardens 4.2023	605.00.7500.460.40021	8,143.73
MAINSTREET DESIGNS, INC.	34582	06/29/2023	City flags	605.00.7500.460.60065	1,577.58
TOTAL CONSTRUCTION & EQU...	36691	06/29/2023	replace PRV motor PW	605.00.7500.460.40040	339.80
BRUCE NELSON PLUMBING A...	4876	06/29/2023	replace drinking fountain at F...	605.00.7500.460.40040	2,863.00
HILLYARD INC	605157554	06/29/2023	cleaning supplies	605.00.7500.460.60011	656.81
HILLYARD INC	605161379	06/29/2023	cleaning supplies	605.00.7500.460.60011	130.00
KENDELL DOORS & HARDWARE	IN079096	06/29/2023	replace door bolt at RV Maint	605.00.7500.460.40040	390.00
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12306	06/29/2023	solar gardens 4.2023	605.00.7500.460.40021	57,912.22
XCEL ENERGY	830979041 CR	06/30/2023	Solar credits	605.46.0000.3653000	-40,721.39
XCEL ENERGY	831160722	06/30/2023	City hall electric charges	605.00.7500.460.40020	4,220.57
XCEL ENERGY	831743656 CR	06/30/2023	Solar credits	605.46.0000.3653000	-975.12
WELLS FARGO CREDIT CARD A...	Delta 00621097576551 Lare...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.50065	55.78
WELLS FARGO CREDIT CARD A...	Easykeyscom Inc Halverson, ...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.40040	23.21
WELLS FARGO CREDIT CARD A...	Nrpa Operating Lares, Ada WF...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.50080	64.50
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	10.51
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	9.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	20.80
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60016	61.14
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60040	19.98
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60040	14.96
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60040	26.47
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60040	71.91
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60065	35.56
WELLS FARGO CREDIT CARD A...	The Home Depot #2843 Todd,...	06/30/2023	Wells Fargo Purchase Cards	605.00.7500.460.60065	2.88
Fund 605 - CITY FACILITIES Total:					60,259.94

Fund: 606 - TECHNOLOGY FUND

PRO-TEC DESIGN INC.	109870	06/29/2023	Park readers	606.00.1400.413.80610	5,937.50
PRO-TEC DESIGN INC.	110112	06/29/2023	Door access support	606.00.1400.413.30700	229.50
ZAYO GROUP, LLC	19529463	06/29/2023	PRI phone system monthly ch...	606.00.1400.413.50020	1,797.35
ZAYO GROUP, LLC	19605420	06/29/2023	PRI	606.00.1400.413.50020	1,614.72
AT&T MOBILITY	287298707874X06032023	06/29/2023	Cell phone	606.00.1400.413.50020	946.72
AT&T MOBILITY	287298708193X06032023	06/29/2023	Cell phones	606.00.1400.413.50020	2,833.33
AT&T MOBILITY	287299110577X06032023	06/29/2023	Cell phones	606.00.1400.413.50020	3,732.16
MARCO TECHNOLOGIES, LLC	34217366	06/29/2023	Copier and Printer	606.00.1400.413.40050	5,755.21

Expense Approval Report

Payment Dates: 6/21/2023 - 7/4/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTURY LINK	651-451-0205 5/18/2023	06/29/2023	Analog phone line	606.00.1400.413.50020	11.82
CENTURY LINK	651-457-4184 5/18/2023	06/29/2023	Analog line	606.00.1400.413.50020	71.38
CENTURY LINK	651-457-5524 5/18/2023	06/29/2023	Analog line	606.00.1400.413.50020	137.59
CENTURY LINK	651-457-6070 5/22/2023	06/29/2023	Analog line	606.00.1400.413.50020	181.79
INNOVATIVE OFFICE SOLUTIO...	IN4192789	06/29/2023	Copier paper	606.00.1400.413.60065	175.80
WELLS FARGO CREDIT CARD A...	Amazon.Com Dj6vk64e3 A Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	61.90
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us 259sp67c3 Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	25.20
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Hm1xw0p22 G...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	240.10
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us lw4uo9g83 Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60010	188.99
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Kw3ql6zn3 Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	68.14
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us W99ck5tt3 Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	71.29
WELLS FARGO CREDIT CARD A...	Amzn Mktp Us Ws1s33nh3 Ga...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.60040	33.97
WELLS FARGO CREDIT CARD A...	Zoom.Us 888-799-9666 Gade,...	06/30/2023	Wells Fargo Purchase Cards	606.00.1400.413.50072	31.98
Fund 606 - TECHNOLOGY FUND Total:					24,146.44
Fund: 702 - ESCROW FUND					
BARR ENGINEERING COMPANY	23190218.00-317	06/22/2023	Bituminous Roadways	702.229.2307003	3,107.50
BOLTON & MENK, INC.	312786	06/22/2023	Peltier Reserve Construction S...	702.229.2304103	952.50
LENCOWSKI, LAURENCE	5/31/2023	06/22/2023	Escrow Release - 3945 89th St...	702.229.2300203	1,417.60
LENCOWSKI, LAURENCE	5/31/2023	06/22/2023	LOC Reduction #1 - 3945 89th ...	702.229.2301003	9,000.00
NORTH LAKES INVESTMENT L...	6/15/2023	06/22/2023	ESCROW REDUCTION - CROSS...	702.229.2295403	6,861.78
CROSSINGS IGH LLC	6/15/2023	06/22/2023	LOC REDUCTION #3 - CROSSI...	702.229.2301703	52,200.00
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Release and Recording. Escrow..	702.229.2285503	1,665.80
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Development Contract, LOC ...	702.229.2306003	1,901.50
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Stormwater Management Mat...	702.229.2306603	350.40
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Mtg with Developer on Subdiv...	702.229.2307703	729.50
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Development Agreement & S...	702.229.2308603	686.00
LEVANDER, GILLEN & MILLER P...	5/31/2023 81.13	06/29/2023	Maintenance & Retaining Wal...	702.229.2308803	441.00
ENDEAVOR DEVELOPMENT	6/5/2023	06/29/2023	Escrow release - Endeavor De...	702.229.2290802	2,471.09
WELLS FARGO CREDIT CARD A...	Paypal Otis Otis, Josh WF 5/23	06/30/2023	Wells Fargo Purchase Cards	702.229.2291000	1,300.00
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	702.229.2292303	52.33
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	702.229.2292303	52.33
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	702.229.2307603	52.33
WELLS FARGO CREDIT CARD A...	Simplifile.Com Kiernan, R WF ...	06/30/2023	Wells Fargo Purchase Cards	702.229.2307603	52.33
Fund 702 - ESCROW FUND Total:					83,293.99
Grand Total:					1,910,669.34



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: July 10, 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 to Council for 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

1. Personnel Actions 07.10.23



Request for Council Action

SUBJECT: **Resolution Accepting Work, Approving Final Change Order and Payment, and Closing City Project No. 2016-09G**

MEETING DATE: July 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, accepting work, authorizing final change order and payment, and closing City Project No. 2016-09G - 60th St E, 62nd St E, and Bacon Ave E Improvements.

BACKGROUND

As part of the 2020 Pavement Management Program, Project No. 2016-09G for improvements to 60th Street East, 62nd Street East, and Bacon Avenue East was ordered by Council on November 25, 2019, with a total project budget of \$2,496,000. McNamara Contracting, Inc. was awarded the contract on June 8, 2020 for \$1,847,750.60 for construction of the improvements.

The attached Final Pay Voucher No. 7, in the amount of \$8,472.15, will constitute payment in full for all work performed for a total contract payment of \$1,694,429.43. Also attached is Final Compensating Change Order No. 3, in the amount of (\$173,623.81). The Final Compensating Change Order balances the approved contract amount and allows staff to administratively close the project and finalize the project budget. With final total costs determined by staff to be \$2,198,948.22, a savings of \$297,051.78 (12%) is realized for this project.

FISCAL IMPACT

The final compensating change order requests a reduction in the construction contract amount of (\$173,623.81), lowering the final contract amount to \$1,694,429.43. The final contract amount is (\$153,321.17) under the original approved contract value. To-date, the City has encumbered total project revenues of \$2,238,672.41, and expenditures of \$2,198,948.22, resulting in a positive project fund balance of \$39,724.19. The project was funded through Dakota County Soil and Water Conservation District grants (DCSWCD), Assessments, Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), and Sewer Capital Fund (Fund 521). The remaining fund balance of \$39,724.19 will be transferred back to the Pavement Management - Local Streets Fund (Fund 440).

RECOMMENDATION

Staff recommends adoption of the attached Resolution, accepting the contract work, approving final final compensating change order, authorizing final payment, and closing the project for City Project No. 2016-09G as part of the 2020 Pavement Management Program.

ATTACHMENTS

1. Resolution - Final Acceptance - 2016-09G
2. Engineer's Report of Final Acceptance - 2016-09G
3. Final Compensating Change Order - 2016-09G
4. Final Pay Voucher - 2016-09G

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK, AUTHORIZING FINAL PAYMENT, APPROVING FINAL
COMPENSATION CHANGE ORDER, AND CLOSING OF CITY PROJECT NO. 2016-09G –
60TH STREET, 62ND STREET, AND BACON AVENUE IMPROVEMENTS**

WHEREAS, on November 25, 2019, the City Council approved City Project No. 2016-09G (Resolution 2019-225) with a total estimated project budget of \$2,496,000 as identified in the feasibility report thereto, to be hosted in the Pavement Management – Local Streets Fund (Fund 440), with contributions in project funding from Dakota County Soil and Water Conservation District grants (DCSWCD), Special Assessments, the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), and Sewer Capital Fund (Fund 521); and

WHEREAS, on June 8, 2020, the City Council awarded a contract to McNamara Contracting, Inc. (Resolution 2020-110) in the amount of \$1,847,750.60 for the construction of City Project No. 2016-09G.

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 8, 2020, McNamara Contracting satisfactorily completed improvements and appurtenances for City Project No. 2016-09G – 60TH Street, 62nd Street, and Bacon Avenue Improvements, for a total contract cost of \$ \$1,694,429.43.

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

1. The Council accepts the Engineer's Report of Final Acceptance as approval of the work completed under this contract.
2. The Council approves the Final Compensating Change Order (Change Order No. 3).
3. The Mayor and the City Clerk are hereby directed to issue a proper order for final payment (Pay Estimate No. 7) on this contract, taking the contractor's receipt in full.
4. The Council hereby authorizes the transfer of all remaining project funds to the Pavement Management – Local Street Fund (Fund 440) and closing Project No. 2016-09G.

Adopted by the City Council of the City of Inver Grove Heights this 10th day of July 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2016-09G – 60TH STREET, 62ND STREET, AND BACON AVENUE
IMPROVEMENTS**

July 10, 2023

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to McNamara Contracting.
The work consisted of a street reconstruction with utility improvements.

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

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

ORIGINAL CONTRACT PRICE	\$1,847,750.60
CHANGE ORDERS	\$(153,321.17)
FINAL CONTRACT AMOUNT	\$1,694,429.43
FINAL VALUE OF WORK	\$1,694,429.43
PREVIOUS PAYMENTS	\$1,685,957.28
BALANCE DUE	\$8,472.15

Sincerely,

A handwritten signature in blue ink that reads "Steve W. Dodge". The signature is written in a cursive, flowing style.

Steve W. Dodge, P.E.
Assistant City Engineer

FINAL COMPENSATING CHANGE ORDER NO. 3

2020 Pavement Management Program

CITY PROJECT NO. 2016-09G - 60TH STREET, 62ND STREET, AND BACON AVENUE IMPROVEMENTS

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

Date of Issuance: July 10, 2023

Contractor: McNamara Contracting
16700 Chippendale Ave.
Rosemount, MN 55068

Engineer: City of Inver Grove Heights

PURPOSE OF CHANGE ORDER

To balance the value of the work satisfactorily completed and total payments made to the Contractor.

Total Value of Work Completed to Date

\$1,694,429.43

Contract Amount to Date

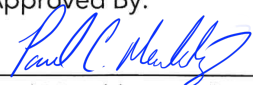
\$1,868,053.24

Final Compensating Change Order Amount

(\$173,623.81)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price:	Original Contract Time:
<u>\$1,847,750.60</u>	<u>Final Completion: October 16, 2020</u>
Previous Change Orders	Net Change from Previous Change Orders
<u>\$20,302.64</u>	<u>None</u>
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order
<u>\$1,868,053.24</u>	<u>None</u>
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of Change Order
<u>(\$173,623.81)</u>	<u>None</u>
Contract Price with all Approved Change Orders	Contract Time with Approved Change
<u>\$1,694,429.43</u>	<u>None</u>
Recommended By: 	Approved By: 
Nick Hahn, Senior Engineering Technician	McNamara Contracting

Approved By:


Paul Merchlewicz, City Engineer

Approved By:


Brenda Dietrich, Mayor

Date of Council Action:

July 10, 2023

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

ESTIMATE NO: 7 (Seven - Final)
DATE: July 10, 2023
PERIOD ENDING: June 30, 2023
CONTRACT: 2020 Pavement Management Program
PROJECT NO: 2016-09G - 60th Street, 62nd Street, and Bacon Avenue Improvements

TO: McNamara Contracting, Inc.
16700 Chippendale Ave.
Rosemount, MN 55068

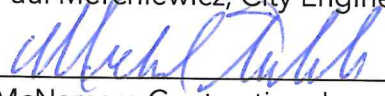
Original Contract Amount..... \$1,847,750.60
Total Addition (Change Order No. 2)..... \$20,302.64
Total Deduction (Final Compensating Change Order No. 3)..... (\$173,623.81)
Total Contract Amount \$1,694,429.43
Total Value of Work to Date \$1,694,429.43
Less Retained (0%) \$0.00
Less Previous Payment..... \$1,685,957.28
Total Approved for Payment this Voucher \$8,472.15
Total Payments including this Voucher..... \$1,694,429.43

Approvals:

Pursuant to our field observation, I hereby recommend payment for the above stated amount for work performed through May 31, 2023.

Signed by: 
Paul Merchlewicz, City Engineer

6/29/2023
Date

Signed by: 
McNamara Contracting, Inc.

6/28/23
Date



Request for Council Action

SUBJECT: **Resolution Approving Final Plat and Related Agreements for Rich Valley Ranch Subdivision, 10093 Rich Valley Blvd**

MEETING DATE: July 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Final Plat, Development Contract and Stormwater Facilities Maintenance Agreement for a four lot subdivision to be known as Rich Valley Ranch (Staples Land Co, LLC - Case No. 23-25S).

- Requires 3/5th vote
- 60-day deadline: July 18, 2023 (1st 60-days)

BACKGROUND

The applicant is requesting approval of the final plat for a four-lot subdivision to be known as Rich Vally Ranch. The property is 30.46 acres in size, located at 10093 Rich Valley Blvd. The subdivision is consistent with the Preliminary Plat, approved by City Council on May 8, 2023.

- Park dedication, consisting of a cash contribution, has been paid by the applicant.
- The subdivision has one shared, private access off Rich Valley Boulevard. Dakota County has reviewed the plat and all right-of-way needs have been addressed.
- Engineering has reviewed the plans. A stormwater facilities maintenance agreement and development agreement will be executed between the City and the applicant relating to the location of proposed improvements and stormwater control on the property.

FISCAL IMPACT

Not Applicable

RECOMMENDATION

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

ATTACHMENTS

1. Resolution
2. Final Plat
3. Development Contract for Plat of Rich Valley Ranch

4. Storm Water Facilities Maintenance Agreement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT AND
STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR THE PLAT OF
RICH VALLEY RANCH**

**CASE NO. 23-25S
(Staples Land Co, LLC)**

WHEREAS, a Final 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 Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 18, 2023;

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

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

1. The final plat and accompanying plans shall be in substantial conformance with the plan set listed in the approved Development Contract.
2. Developer shall execute the attached Development Contract and Stormwater Facilities Maintenance Agreement, subject to any revisions as may be required by the City Attorney, which shall be recorded with Dakota County prior to any work commencing on the site.
3. A park dedication fee equal to \$15,400 (\$3,850 x 4) shall be paid to the City prior to release of the final plat.

4. An agreement for the driveway access and maintenance shall be recorded against the property to benefit the lots without road frontage.

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

Passed this 10th day of July, 2023.

AYES:

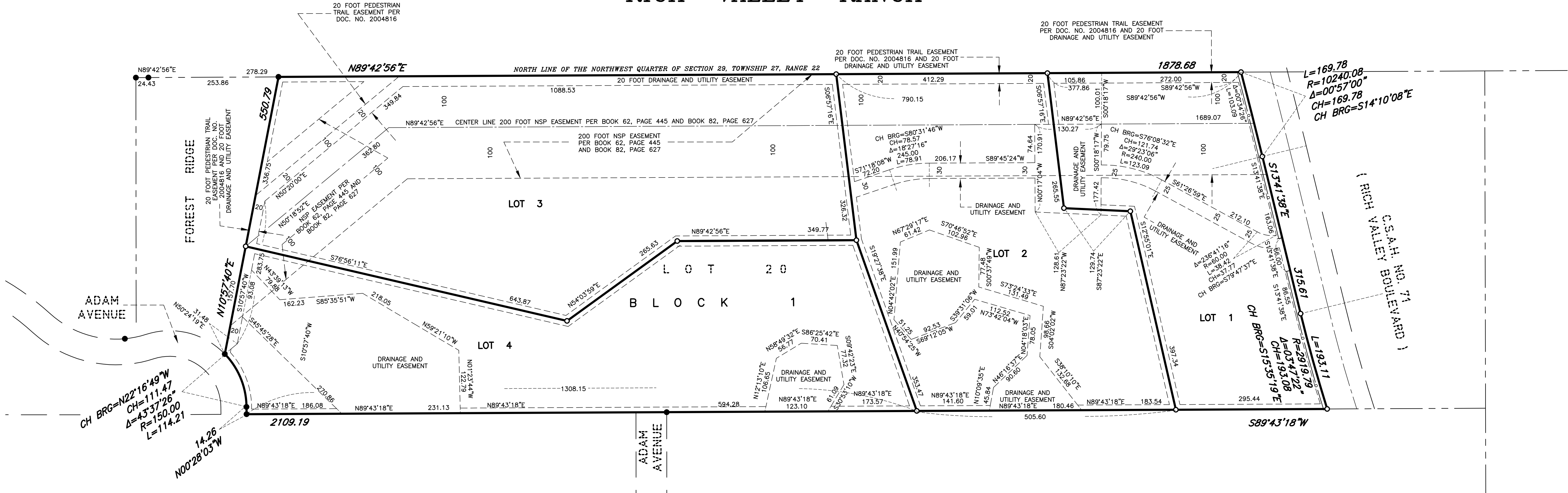
NAYS:

ATTEST:

Rebecca Kiernan, City Clerk

Brenda Dietrich, Mayor

RICH VALLEY RANCH



KNOW ALL PERSONS BY THESE PRESENTS: THAT STAPLES LAND COMPANY, LLC, A MINNESOTA CORPORATION, OWNER OF THE FOLLOWING DESCRIBED PROPERTY:
LOT 20, BLOCK 1, FOREST RIDGE ACCORDING TO THE PLAT ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS RICH VALLEY RANCH AND DOES HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE PUBLIC
WAYS AND THE DRAINAGE UTILITY EASEMENTS AS CREATED BY THIS PLAT.

SIGNED: STAPLES LAND COMPANY, LLC, A MINNESOTA CORPORATION

IN WITNESS WHEREOF SAID STAPLES LAND COMPANY, LLC, A MINNESOTA CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PROPER OFFICER
THIS ____ DAY OF ____, 2023.

BY: TROY ALLEN STAPLES, MANAGING MEMBER

STATE OF MINNESOTA
COUNTY OF
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON ____ BY TROY ALLEN STAPLES, MANAGING MEMBER, A MINNESOTA CORPORATION, ON
BEHALF OF THE CORPORATION.

NOTARY NAME

NOTARY PUBLIC

MY COMMISSION EXPIRES

I DENNIS M. HONSA DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM A DULY LICENSED LAND
SURVEYOR IN THE STATE OF MINNESOTA; THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL MATHEMATICAL DATA AND
LABELS ARE CORRECTLY DESIGNATED ON THIS PLAT; THAT ALL MONUMENTS DEPICTED ON THIS PLAT HAVE BEEN, OR WILL BE CORRECTLY SET WITHIN ONE
YEAR; THAT ALL WATER BOUNDARIES AND WET LANDS, AS DEFINED IN MINNESOTA STATUTES, SECTION 505.01, SUBD. 3, AS OF THE DATE OF THIS CERTIFICATE
ARE SHOWN AND LABELED ON THIS PLAT; AND ALL PUBLIC WAYS ARE SHOWN AND LABELED ON THIS PLAT.

DATED THIS ____ DAY OF ____, 2023.

BY: DENNIS M. HONSA, LICENSED LAND SURVEYOR
MINNESOTA LICENSE NO. 22440

STATE OF MINNESOTA
COUNTY OF
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON ____ BY DENNIS M. HONSA.

NOTARY NAME

NOTARY PUBLIC

MY COMMISSION EXPIRES

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, MINNESOTA.
BE IT KNOWN THAT AT A MEETING HELD ON THIS ____ DAY OF ____, 2023, THE PLANNING COMMISSION OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA,
DID HEREBY APPROVE THIS PLAT OF RICH VALLEY RANCH.

BY: CHAIRMAN

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, MINNESOTA

THIS PLAT OF RICH VALLEY RANCH WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AT A REGULAR
MEETING THEREOF HELD THIS ____ DAY OF ____, 2023, AND SAID PLAT IS IN COMPLIANCE WITH THE PROVISIONS OF MINNESOTA STATUTES, SECTION
505.03, SUBD. 2.

BY: MAYOR

BY: CLERK

BOARD OF COUNTY COMMISSIONERS, COUNTY OF DAKOTA, STATE OF MINNESOTA
WE DO HEREBY CERTIFY THAT ON THE ____ DAY OF ____, 2023, THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAKOTA, MINNESOTA, APPROVED
THIS PLAT OF RICH VALLEY RANCH, AND SAID PLAT IS IN COMPLIANCE WITH THE PROVISIONS OF MINNESOTA STATUTES, SECTION 505.03, SUBD. 2 AND
PURSUANT TO THE DAKOTA COUNTY CONTIGUOUS PLAT ORDINANCE.

BY: CHAIR, COUNTY BOARD ATTEST COUNTY TREASURER-AUDITOR

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I HEREBY CERTIFY THAT IN ACCORDANCE WITH MINNESOTA STATUTES, SECTION 505.021, SUBD. 11, THIS PLAT HAS BEEN REVIEWED AND APPROVED THIS
____ DAY OF ____, 2023.

BY: TODD B. TOLEFSON
DAKOTA COUNTY SURVEYOR

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

PURSUANT TO MINNESOTA STATUTES, SECTION 505.021, SUBD. 9, TAXES PAYABLE IN THE YEAR 2023 ON THE LAND HEREIN DESCRIBED HAVE BEEN PAID. ALSO
PURSUANT TO MINNESOTA STATUTES, SECTION 272.12, THERE ARE NO DELINQUENT TAXES AND TRANSFER ENTERED ON THIS ____ DAY OF ____
2023.

BY: AMY A. KOETHE
DIRECTOR OF DEPARTMENT OF PROPERTY TAXATION AND RECORDS

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I, HEREBY CERTIFY THAT THIS PLAT OF RICH VALLEY RANCH WAS FILED IN THE OFFICE OF THE THE COUNTY RECORDER FOR PUBLIC RECORD ON THIS ____
DAY OF ____, 2023, AT ____ O'CLOCK ____M., AND WAS DULY FILED IN BOOK ____ OF PLATS, PAGE ____
, AS DOCUMENT NUMBER ____

BY: AMY A. KOETHE
COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA

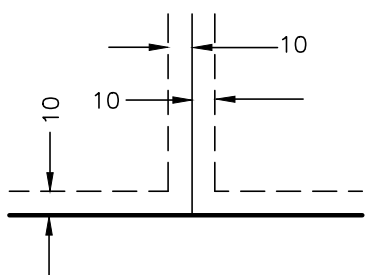
LEGEND

- 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).
- ○ ○ DENOTES RIGHT OF ACCESS DEDICATED TO DAKOTA COUNTY.

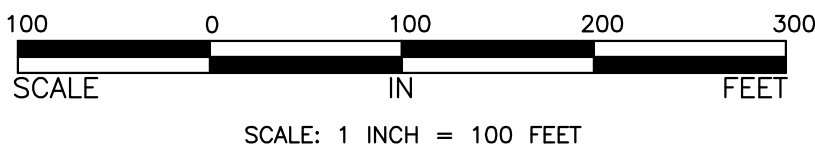
THE NORTH LINE OF THE NORTHWEST QUARTER OF
SECTION 29, TOWNSHIP 27, RANGE 22, IS ASSUMED
TO HAVE A BEARING OF NORTH 89 DEGREES 52
MINUTES 46 SECONDS EAST BASED ON N.A.D. 1983,
2011 ADJUSTMENT.

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:

(NOT TO SCALE)



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



HONSA SURVEYING

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

DEVELOPMENT CONTRACT

FOR

PLAT OF RICH VALLEY RANCH

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

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

RECITALS:

WHEREAS, the PROPERTY OWNER has applied to the CITY for approval of the PLAT of RICH VALLEY RANCH;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of utilities (septic and well), storm sewer pipes, storm water facilities, tree preservation and landscaping;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 PROPERTY OWNER. "PROPERTY OWNER" means Staples Land Co. LLC, a Minnesota limited liability company and its successors and assigns.

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

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

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY and PROPERTY OWNER.

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Water Management Organization

- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over, the DEVELOPER IMPROVEMENTS.

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

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

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

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

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

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the PROPERTY OWNER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS. There are no DEVELOPER PUBLIC IMPROVEMENTS being constructed by the PROPERTY OWNER. Any reference, obligation, or requirement in this DEVELOPMENT CONTRACT relating to DEVELOPER PUBLIC IMPROVEMENTS shall not be applicable to the DEVELOPER IMPROVEMENTS or PROPERTY OWNER'S obligations under this DEVELOPMENT CONTRACT.

1.17 SURETY. "SURETY" means an irrevocable letter of credit in a form acceptable to the City Attorney or a cash deposit.

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

- a.) failure by the PROPERTY OWNER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) once commenced, failure by the PROPERTY OWNER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the PROPERTY OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the PROPERTY OWNER WARRANTIES.

1.19 FORCE MAJEURE. "FORCE MAJEURE" means acts of God or nature, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes or shortages; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; a local government moratorium on development or construction review; pandemic and other public health emergencies, fires or explosions and other similar events or causes beyond the reasonable control of PROPERTY OWNER rendering the construction, installation or completion of the DEVELOPER IMPROVEMENTS during the continuance of such Force Majeure impossible or impracticable.

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

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

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

C. PRESENT COMPLIANCE WITH LAWS. To PROPERTY OWNER's best knowledge, PROPERTY OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or

regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and PROPERTY OWNER is not aware of any pending or threatened claim of any such violation.

D. CONTINUING COMPLIANCE WITH LAWS. PROPERTY OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. NO LITIGATION. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting PROPERTY OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. To PROPERTY OWNER'S best knowledge, PROPERTY OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. PLAT COMPLIANCE. To PROPERTY OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL. The PROPERTY OWNER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the PROPERTY OWNER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All live plantings, including but not limited to trees, shrubs, and grasses, shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

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

I. OBTAINING PERMITS. The PROPERTY OWNER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

J. FEE TITLE. PROPERTY OWNER owns fee title to the property within the PLAT.

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

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

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

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

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

If to PROPERTY OWNER:
Staples Land Co. LLC
1276 South Robert Trail
West St. Paul, MN 55118

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

ARTICLE 2

PLAT APPROVAL

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

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

2.3 RECORDING OF PLAT. The PROPERTY OWNER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within ninety (90) days of release of the PLAT to the PROPERTY OWNER for recording. No building permits shall be issued unless the PROPERTY OWNER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT and the Stormwater Facilities Maintenance Agreement, Driveway Easement, and Declarations of Easements, Covenants, Conditions, and Restrictions have been recorded with the COUNTY Recorder.

ARTICLE 3

CITY IMPROVEMENTS

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

ARTICLE 4

DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The PROPERTY OWNER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS referenced in **Exhibit B** of this DEVELOPMENT CONTRACT. The PROPERTY OWNER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

4.2 GRADING MATERIAL. The PROPERTY OWNER shall insure that adequate and suitable grading material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and

shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the PROPERTY OWNER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The PROPERTY OWNER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The PROPERTY OWNER agrees that the PLAT and DEVELOPMENT PLANS depict all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the PROPERTY OWNER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in **Exhibit C** (subject to delays due to FORCE MAJEURE), the CITY may declare the PROPERTY OWNER in default pursuant to Article 13.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 EROSION CONTROL. The PROPERTY OWNER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on sheets C4, C5, and C6 of the DEVELOPMENT PLANS. The PROPERTY OWNER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The PROPERTY OWNER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded with acceptable turf establishment, and all improvements are completed. As a portion of the erosion control plan, the PROPERTY OWNER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The PROPERTY OWNER shall be financially responsible for payment for this extra work, based on the actual costs to CITY for performance of the work by CITY and its contractors, and including reimbursement for CITY staff time at regular hourly rates.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

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

ARTICLE 6 **OTHER PERMITS**

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

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 8 **DEVELOPER PUBLIC IMPROVEMENTS**

[As noted in Section 1.16, the DEVELOPMENT WORK for the PLAT includes no DEVELOPER PUBLIC IMPROVEMENTS.]

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

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

8.3 INSPECTION. A designated representative of the PWD shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the PROPERTY OWNER, its

contractors, subcontractors or agents. The PROPERTY OWNER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. PROPERTY OWNER acknowledges that, in the event that PROPERTY OWNER shall fail to notify the CITY to allow it to inspect said work, CITY has the right, as set forth in Section 14.2 hereunder, to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The PROPERTY OWNER shall fully and faithfully comply with all terms of any and all contracts entered into by the PROPERTY OWNER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the PROPERTY OWNER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the PROPERTY OWNER shall repair or replace, as directed by the CITY and at the PROPERTY OWNER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The PROPERTY OWNER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the PROPERTY OWNER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the PROPERTY OWNER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the following agreements:

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

8.6 ENGINEERING SUBMITTALS / AS-BUILT INFORMATION.

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

1. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are AUTOCAD DWG or DXF. Final plat drawings shall also be scanned, stored, and emailed as images in TIFF or PDF.
2. Provide GPS coordinates for the Storm Water Facilities to the City after construction is

completed. Provide linework representing Storm Water Facility high water level, if applicable and coordinates identifying any Storm Water Facility structures in AUTOCAD DWG or DXF format. Provide GPS readings to the City before the Storm Water Facilities are covered.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 10

PROPERTY OWNER WARRANTIES

10.1 STATEMENT OF PROPERTY OWNER WARRANTIES. The PROPERTY OWNER hereby makes and states the PROPERTY OWNER WARRANTIES.

ARTICLE 11

CITY WARRANTIES

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

ARTICLE 12

INDEMNIFICATION OF CITY

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

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

IMPROVEMENTS.

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

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

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

ARTICLE 13 **CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

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

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

- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the PROPERTY OWNER DEFAULT;
- c.) the CITY may, after providing an additional five (5) days FORMAL NOTICE to PROPERTY OWNER of its intent to do so, collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the PROPERTY OWNER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the PROPERTY OWNER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the PROPERTY OWNER, in which case the PROPERTY OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the PROPERTY OWNER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The PROPERTY OWNER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

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

ARTICLE 14 **SURETY DEPOSIT**

14.1 SURETY REQUIREMENT. Prior to the CITY allowing the PLAT to be released for recording and prior to the PROPERTY OWNER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the PROPERTY OWNER shall deposit with the City a SURETY acceptable to the City for the amounts stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total SURETY amount was calculated as shown on the attached **Exhibit F**. 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 the SURETY is an irrevocable letter of credit, the irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The SURETY shall secure compliance by the PROPERTY OWNER with the terms of this Agreement. The CITY may draw down on the SURETY without any further notice than that provided in Section 13.1 relating to a PROPERTY OWNER DEFAULT, for any of the following reasons:

- a.) a PROPERTY OWNER DEFAULT; or

- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2024.

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

With CITY approval, the SURETY may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the PROPERTY OWNER'S written request and upon completion by the PROPERTY OWNER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the 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 1.19(H) hereof; in the alternative, subject to the City Engineer approval and all lots receiving a certificate of occupancy, the PROPERTY OWNER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 15 **MISCELLANEOUS**

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

15.2 ADDITIONAL IMPROVEMENTS. If the PROPERTY OWNER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its

option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given PROPERTY OWNER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the PROPERTY OWNER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the PROPERTY OWNER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The PROPERTY OWNER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The PROPERTY OWNER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

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

15.5 RECORDING. The DEVELOPMENT CONTRACT shall be recorded with the COUNTY Recorder and the PROPERTY OWNER shall provide and execute any and all documents necessary to implement the recording.

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

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

15.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the

provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

PROPERTY OWNER:

STAPLES LAND CO. LLC

By: Troy Allan Staples
Its: Managing Member

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Troy Allan Staples, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Staples Land Co. LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Staples Land Co. LLC by authority of the members of Staples Land Co. LLC.

Notary Public

This Instrument Drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF RICH VALLEY RANCH

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

Lots 1-4, BLOCK 1, RICH VALLEY RANCH.

DRAFT

EXHIBIT B
LIST OF DEVELOPMENT PLANS

DEVELOPMENT PLANS means the plans listed below.

PLAN (SHEET TITLES)	SHEET NO.	DATE OF PLAN PREPARATION	PREPARED BY
TITLE SHEET	C1	6/07/2023, REV. 6/27/2023	
OVERALL SITE PLAN	C2	6/07/2023, REV. 6/27/2023	
GRADING AND EROSION CONTROL PLAN	C3	6/07/2023, REV. 6/27/2023	
DRAINAGE AND EROSION CONTROL DETAILS	C4	6/07/2023, REV. 6/27/2023	
STORM WATER POLLUTION PREVENTION PLAN (SWPP)	C5-C6	6/07/2023, REV. 6/27/2023	

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on 6/28/2023.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time by the City Engineer or Director of Public Works.

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit	general site grading, drainage and erosion control
X	prior to obtaining a building permit	storm water facilities
X	prior to obtaining a building permit	private driveway/roadway

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

DRAFT

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE**

RECORDED. Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:

- a.) PROPERTY OWNER must execute this DEVELOPMENT CONTRACT and the documents listed below.
- b.) PROPERTY OWNER must provide cash deposit for the Engineering Escrow Amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- c.) PROPERTY OWNER must provide the SURETY for the amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- d.) PROPERTY OWNER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT and must pay any other fees required by City to be paid prior to release of the PLAT. PROPERTY OWNER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of **Exhibit F**.
- e.) PROPERTY OWNER must provide title evidence in the form of a title insurance policy or other evidence acceptable to the CITY that shows that the PROPERTY OWNER owns the property within the PLAT.
- f.) PROPERTY OWNER must execute and deliver to the CITY the Stormwater Facility Maintenance Agreements (SWFMA) for the stormwater facilities located on the PLAT in a form approved by the City Attorney.
- g.) PROPERTY OWNER must pay the park dedication (park contribution) fee referenced in Paragraph 5 of this **Exhibit E**.
- h.) PROPERTY OWNER must execute a private driveway easement agreement in a recordable form for the proposed driveway to serve the PLAT.
- i.) PROPERTY OWNER must execute a Declaration for the PLAT with language acceptable to the City Attorney regarding the obligations of the lot owners within the PLAT related to maintenance of stormwater facilities and CITY access to the stormwater facilities within the PLAT for inspection and maintenance purposes.

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

- a.) All the conditions in Paragraph 1 of this **Exhibit E** have been met.
- b.) The PLAT is recorded with the Dakota County Recorder.

- c.) All fees required to be paid to CITY prior to issuance of a building permit have been paid.
- d.) This DEVELOPMENT CONTRACT, private driveway easement, declaration, and SWFMA have been recorded with the Dakota County Recorder's Office and the PROPERTY OWNER has provided evidence to the CITY of such recording.
- e.) All grading, drainage and erosion control must be completed or, in the judgment of the DIRECTOR OF PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
- f.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances shown on the approved DEVELOPMENT PLANS must be installed and functional to a level reasonably approved by the City Engineer.
- g.) PROPERTY OWNER must have obtained any required access permits from Dakota County.
- h.) The tree preservation requirements and landscaping requirements for the lot for which the building permit is sought have been met.
- i.) PROPERTY OWNER will not be mass grading the property in the PLAT and will be installing stormwater facilities only as shown on the approved DEVELOPMENT PLANS at this time. PROPERTY OWNER acknowledges that individual stormwater facilities will be required to be approved by the CITY and constructed on Lots 1, 2, 3, and 4 before a building permit will be issued for any structure on those lots, and that a Stormwater Facilities Maintenance Agreement will be required to be approved by the City Engineer, executed, and recorded with the Dakota County Recorder's Office by PROPERTY OWNER or any subsequent PROPERTY OWNER for the stormwater facilities to be constructed on Lots 1, 2, 3, and 4 prior to construction of such facilities. PROPERTY OWNER shall inform the purchaser(s) of Lots 1, 2, 3, and 4, BLOCK 1, RICH VALLEY RANCH, of this requirement.

PROPERTY OWNER further agrees and acknowledges that should the necessary stormwater facilities for Lots 1, 2, 3, or 4, BLOCK 1, RICH VALLEY RANCH be located outside of the drainage and utility easements shown on the PLAT, PROPERTY OWNER or its successors and assigns shall convey any additional drainage and utility easements to the CITY over the areas where the stormwater facilities will be located.

- j.) The shared light duty bituminous driveway shown on the approved DEVELOPMENT PLANS must be installed and the shared driveway access easement (ingress/egress easement) and Declaration of Easements, Covenants, Conditions and Restrictions establishing an access easement to all lots must be recorded with the Dakota County Recorder's Office.
- k.) The owner of the Lot for which the building permit is sought shall obtain written approval from the City Engineer for plans for the necessary stormwater facilities to be located on the lot.
- l.) The owner of the Lot for which the building permit is sought shall enter into a Stormwater Facilities Maintenance Agreement with the CITY, and the SWFMA shall be recorded against the Property.

- m.) The owner of the Lot for which a building permit is sought shall convey any additional drainage and utility easements for the approved stormwater facilities required by the City Engineer to the CITY at no cost to the CITY.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.**

The escrow amount stated on **Exhibit F** includes an appropriate amount as determined by the DIRECTOR OF PWD to assure that the PROPERTY OWNER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the PROPERTY OWNER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the PROPERTY OWNER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$3,850, multiplied by the number of lots. There are 4 developable lots and as a result, the park contribution is \$15,400 (4 lots multiplied by \$3,850 per unit). The park contribution fee of \$15,400 must be paid before the CITY releases the PLAT.

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

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

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

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

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

- b. PROPERTY OWNER must execute and record a driveway easement consistent with the approved DEVELOPMENT PLANS to provide access from all LOTS to Rich Valley Boulevard.
- c. PROPERTY OWNER must execute and record a Storm Water Facilities Maintenance Agreement for the stormwater facilities on Lots 1 and 2, BLOCK 1, RICH VALLEY RANCH.

- d. The Declaration of Easements, Covenants, Conditions and Restrictions establishing responsibilities for joint maintenance of the stormwater facilities located on Lots 1 and 2, Block 1, RICH VALLEY RANCH must be recorded with the Dakota County Recorder's Office

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT before any building permit will be issued.

9.) **CONSENT REQUIREMENTS.** PROPERTY OWNER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

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

EXHIBIT F
SURETY CALCULATION FOR DEVELOPER IMPROVEMENTS

SURETY CALCULATION

1.) Site Grading and Erosion Control	<u>\$ 15,000</u>
2.) Storm Water Facilities	<u>\$ 40,000</u>
3.) Private Street Construction	<u>\$ 65,000</u>
4.) Construction debris clean up	<u>\$ 5,000</u>
5.) Certified As-Builts	<u>\$ 2,000</u>
SUBTOTAL	<u>\$ 127,000</u>
Multiplied by	<u>1.25</u>
SUBTOTAL LETTER OF CREDIT:	<u>\$ 158,750</u>

The SURETY shall be utilized and managed in accordance with the provisions of **Article 14**.

ENGINEERING ESCROW AMOUNT

PROPERTY OWNER shall deposit \$13,000 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

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

The Engineering Escrow Amount shall also be available to the City in the event the letter of credit does not provide sufficient funds to pay for deficiencies and problems related to grading, drainage and erosion control, stormwater facilities, and landscaping on the Subject Property and failures, if any, of the PROPERTY OWNER to comply with maintenance obligations for stormwater facilities in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Property Owner is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EROSION CONTROL FOR RESIDENTIAL LOTS

**CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT**

**PLATE NO.
EC-01**

**DATE
4/11**

NOTES:

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

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 1, AND LOT 2, BLOCK 1, RICH VALLEY RANCH,
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 Staples Land Co. 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 Staples Land Co. LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means collectively the fee title owners of Lots 1, 2, 3, and 4, Block 1, Rich Valley Ranch, 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 storm sewer and related storm water appurtenances lying within the Subject Property on Lot 1 and Lot 2, Block 1, Rich Valley Ranch shown on **Exhibit C**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets C3 and C4 of C6 prepared by Krystle L. Bloch dated June 7, 2023 as subsequently revised on June 27, 2023 and approved by the City Engineer on June 28, 2023.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the 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 issuance of a certificate of occupancy for any structure on the Subject Property, 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 not owned by the Responsible Owner. Each of the owners of any lot within the Subject Property shall be jointly and severally responsible, as the Responsible Owner for the purposes of this Agreement, for all of the obligations of the Responsible Owner under this Agreement, notwithstanding the fact that the Storm Water Facilities may not be located on the lot owned by the specific Responsible Owner.

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

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 Stormwater Management Plan; 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, attached here to as **Exhibit D** and

- e. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi River Watershed Management Organization; 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 the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an 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 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.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Landowner shall provide the City with the following:
 - i.) Contact information for all Responsible Owner(s);
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) 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 B**. The owner of Lot 2, BLOCK 1, RICH VALLEY RANCH shall be responsible for ensuring that this annual report is submitted to the City each year.

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 Owners have not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owners 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 have commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the 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 Owners 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 across the Subject Property as necessary to access 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 Owners.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by or to the City given the task, work, or improvement performed by the City or its contractors 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 or repair 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 or repair 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. Responsible Owner further agree that any costs and expenses incurred by the City which are certified for payment or specially assessed against the Subject Property shall be apportioned equally against each lot that comprises 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 or on a portion of the Subject Property not owned by that particular Responsible Owner.

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 Development Contract for the Subject Property, and complies with all other requirements of the Development Contract, the City will approve the Development Plans for the Subject Property identified in the Development Contract 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. Landowner and 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 OR
RESPONSIBLE OWNER:

Staples Land Co. LLC
c/o Troy Staples
1276 South Robert Trail
West St. Paul, MN 55118

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:
STAPLES LAND CO. LLC**

By: Troy Allan Staples
Its: Managing Member

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Troy Allan Staples, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Staples Land Co. LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Staples Land Co. LLC by authority of the members of Staples Land Co. LLC.

Notary Public

This Instrument Was Drafted By and After
Recording Please Return To:

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:

Lots 1 through 4, BLOCK 1, RICH VALLEY RANCH.

EXHIBIT B

ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

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

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

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

EXHIBIT C

STORMWATER FACILITY PLAN

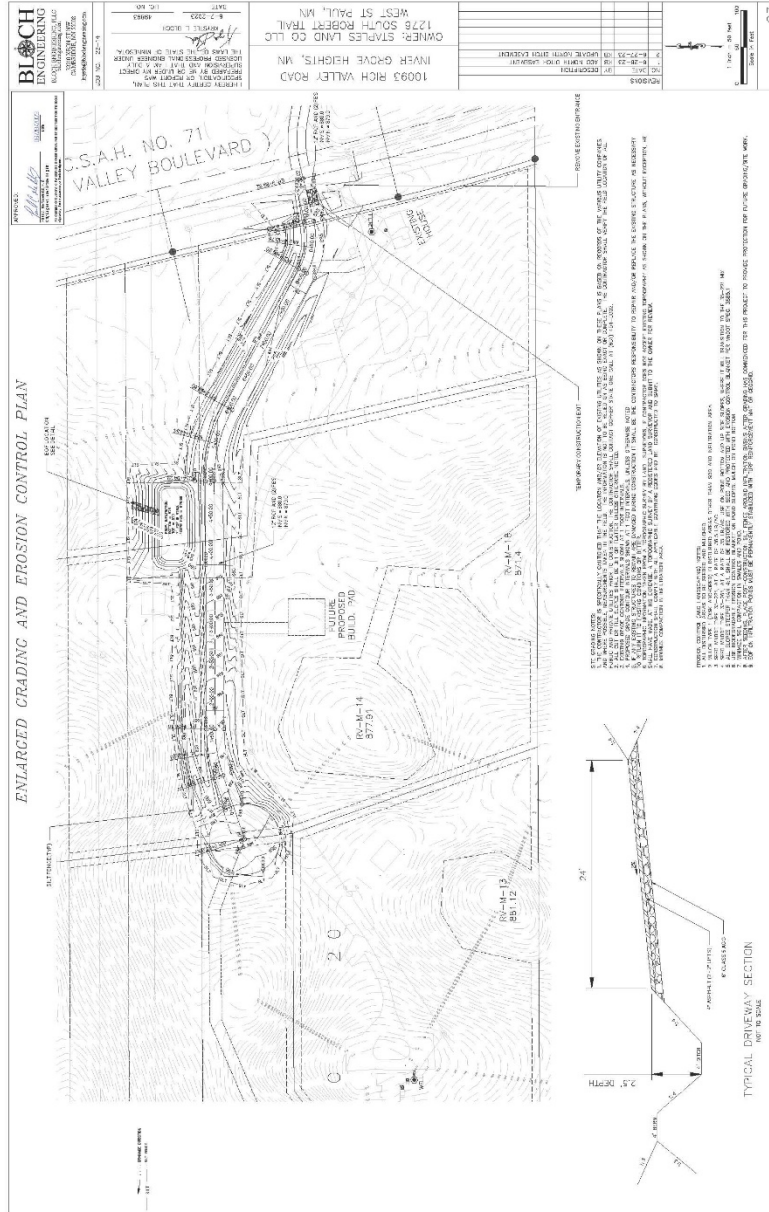


EXHIBIT C
STORMWATER FACILITY PLAN

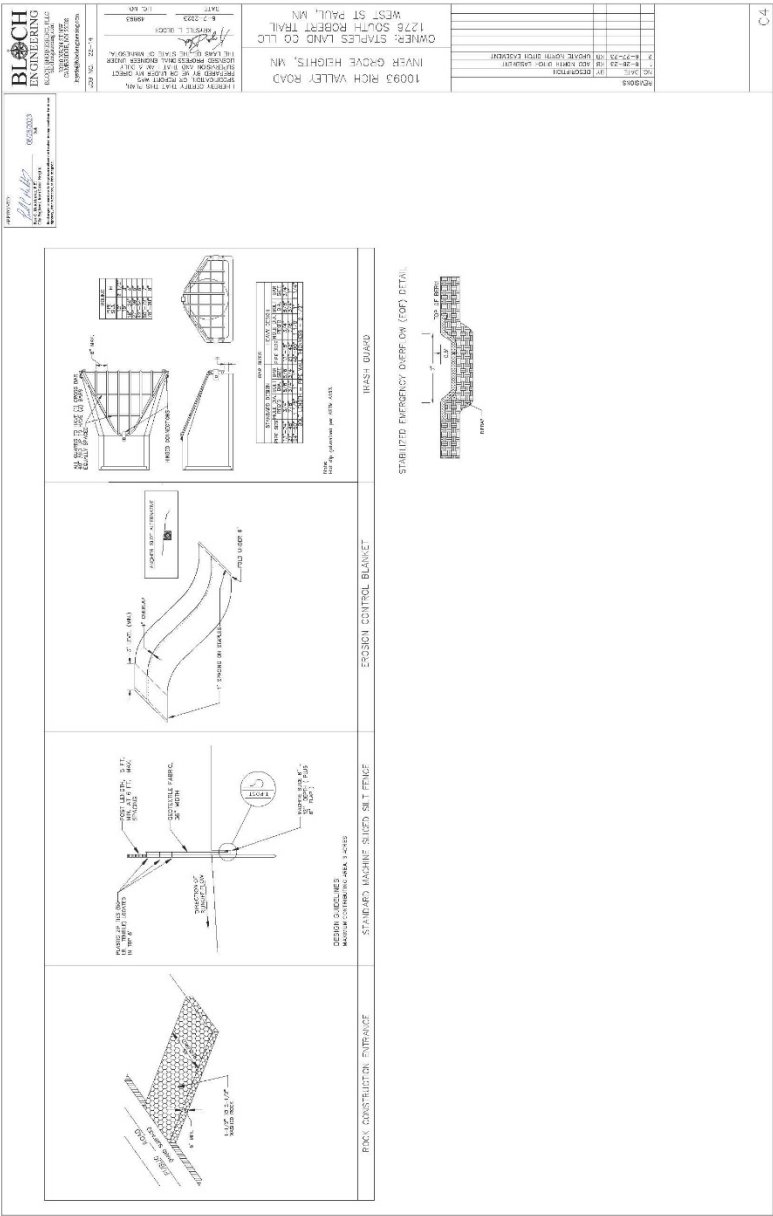


EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31st 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	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated



Request for Council Action

SUBJECT: **Temporary Off-Site Gambling Permit for Moose Lodge #1088**

MEETING DATE: July 10, 2023

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the application of the Loyal Order of Moose Lodge #1088 for a temporary off-site gambling (Tipboards) permit for an event at the Veterans Memorial Community Center, 8055 Barbara Ave.

BACKGROUND

The Loyal Order of Moose Lodge #1088 has submitted an application for off-site gambling for the July 29, 2023 Soldier 6 Veterans Fundraiser. The Moose Lodge is seeking approval from the City in order to conduct meat tip boards.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the application to conduct off-site gambling.

ATTACHMENTS

1. Resolution Approving LOOM #1088 Temporary Off-Site Gambling Permit
2. LG230 App to Conduct Off-Site Gambling - LOOM #1088

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION OF
LOYAL ORDER OF MOOSE LODGE 1088
TO CONDUCT OFF-SITE GAMBLING – TIPBOARDS
AT THE VETERANS MEMORIAL COMMUNITY CENTER,
8055 BARBARA AVE**

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Loyal Order of Moose Lodge 1088 has submitted an application to Conduct Off-Site Gambling – Tip Boards at 8055 Barbara Avenue Inver Grove Heights on the date of July 29, 2023.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of Loyal Order of Moose 1088 to conduct Off-Site Gambling – Tipboards.

FURTHER, to direct staff to forward a copy of this resolution to the Minnesota Charitable Gambling Control Board.

Passed by the City Council of Inver Grove Heights this 10th day of July, 2023.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Moose Lodge 1088 License Number: 00110

Address: 5927 Concord Blvd City: Inver Grove Heights, MN Zip: 55076

Chief Executive Officer (CEO) Name: Hubert Bauer Daytime Phone: 651-214-9199

Gambling Manager Name: Peter Gaarder Daytime Phone: 651-270-8468

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 07 / 29 / 23 to 07 / 29 / 23

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☐

Bingo

☒

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Veterans Memorial Community Center

Street address and
City (or township): 8055 Barbara Avenue Zip: 55076 County: Dakota

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐

Yes If yes, a lease is not required.

☒

No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$0 (If none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Meat tip boards for Soldier 6 Veterans Fundraiser

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.



Signature of CEO (must be CEO's signature; designee may not sign)

Date 6-20-23

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Request for Council Action

SUBJECT: **Contract for Design Services for Skyview and Oakwood Park Tennis Courts Reconstruction**

MEETING DATE: July 10, 2023

ITEM TYPE: Consent Agenda

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

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into a contract with Fred Kolkmann Tennis & Sport Surfaces, LLC for design, construction administration, and inspection services for the 2024 reconstruction of Skyview and Oakwood Park tennis courts.

BACKGROUND

Staff are beginning preparations for two 2024 Park Capital Replacement projects. Both Skyview and Oakwood tennis courts are over 20 years old and are scheduled to be reconstructed given their poor and deteriorating playing surface conditions. Currently, both sites have two single courts, concrete curbing, fencing, and lights. However, given the increasing popularity of pickleball, staff will begin community engagement efforts this August to explore the possibility of using one or more of the existing court footprints and converting them to pickleball courts.

Staff have received two proposals for design, construction administration, and inspection services:

Vendor	Proposal
Fred Kolkmann Tennis & Sport Surfaces, LLC.	\$22,000
Kimley Horn	\$33,600

FISCAL IMPACT

If approved, funding for the \$22,000 contract with Fred Kolkmann Tennis & Sport Surfaces would come from the Park Capital Replacement Fund. This fund pays for scheduled replacement of park features and amenities. As of June 2023, there is approximately \$339,000 available in this fund.

RECOMMENDATION

Staff recommends approval of the contract with Fred Kolkmann Tennis & Sport Surfaces, LLC for design, construction administration, and inspection services for the 2024 reconstruction of Skyview and Oakwood Park tennis courts.

ATTACHMENTS

1. Kolkmann Proposal for Oakwood & Skyview Tennis Courts

2. Kimley Horn Proposal for Oakwood and Skyview Tennis Courts



FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com



June 11, 2023

Mr. Brian Swoboda
Park Superintendent
City of Inver Grove Heights
Inver Grove Heights, MN

Dear Brian

Re: Plans and Specifications Proposal – Oakwood Park Complex Tennis Court

In accordance with our June 7th meeting, I am pleased to submit the following proposal to create plans, specifications, and provide inspection services for the reconstruction of 2 tennis court at Oakwood Park, located at 1841 105th Street E, in Inver Grove Heights, MN.

PROJECT DESCRIPTION

It is our understanding that the project is to reconstruct an existing tennis court. Type of reconstruction to be determined.

SCOPE OF WORK

PHASE I - DESIGN SERVICES

- Develop construction plans and technical specifications for the tennis court project for contractor bidding. Construction plans will include details showing how the various components of the project are to be constructed and the types of materials to be used. Technical specifications will be provided to assure quality control and to aid the contractor in materials and product selection and use. Specifications will be developed along with your assistance concerning insurance, performance bonds, construction schedule, wage rates and other items relevant to the project.
- Prior to construction bidding, we will contact several contractors that typically perform this type of work to inform them of the project and to solicit bids. We will also make additional plan sets available for other interested bidders.
- Conduct a Pre-Bid Meeting on-site with Owner and Contractors to review the scope of work, view the work site and to answer any questions about the project prior to the bid date.
- Provide a bid tabulation form for the bid opening and assist with the analysis of the bid results to determine the low bidder.

PHASE II – CONSTRUCTION ADMINISTRATION AND INSPECTION

When construction of the project is authorized by the Owner, we will conduct and document the pre-construction conference, review submittals, verify payment requests, prepare a construction photo log, and provide intermittent inspection as needed. We will also conduct the pre-final and final

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
1921 MAYFAIR RD
GRAFTON, WI 53024
262 - 685 - 7507
Email: courtbuilder@ameritech.net
www.kolkmanncourtbuilder.com

inspections, and obtain a signed and dated guarantee. At completion, the project progress book, which includes both the construction documents and construction administration records, will be presented to the Owner for future reference.

EXCLUSIONS

No exclusions

SCHEDULE

Once project is approved, we will have final plans and specifications to the City of Inver Grove Heights within 90 days for bidding.

INSURANCE

We will maintain insurance for General Liability, Workers Comp., and a Professional Liability policy.

FEES

For the **plans and specifications**, we propose to perform the work described herein for a fee of five thousand five hundred dollars and no cents (\$5,500.00), in accordance with our Standard Terms and Conditions.

For the **Inspection** services we propose to perform the work described herein for a fee of five thousand five hundred dollars and no cents (\$5,500.00), in accordance with our Standard Terms and Conditions. Any change orders agreed to by both parties will be subject to a 10% fee.

If the services covered by this agreement have not been completed within 12 months of the date of beginning work through no fault of ours, the amounts of compensation, rates and multiples set herein shall be adjusted.

Our terms and conditions apply to this contract and are attached. This proposal is good for 90 days.

This contract shall be governed by the laws of the State of Minnesota.

Sincerely,

Fred Kolkman Tennis & Sport Surfaces, LLC.

Fred Kolkmann

Fred Kolkmann, CTCB

President



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FRED KOLKMANN TENNIS & SPORT SURFACES, LLC.
Terms and Conditions

1. **Invoicing and payments:** Invoices shall be rendered monthly on all projects. Payment is due within 30 days of invoice unless other terms are specified in the body of the contract. If payments are not received in a timely manner per the payment schedule, Fred Kolkmann Tennis & Sport Surfaces, LLC, reserves the right to file a Mechanics' Lien against the property. Any invoice unpaid after 60 days from the invoice date, may cause Fred Kolkmann Tennis & Sport Surfaces, LLC to withdraw permanently from any and all future activity on the project, and all other projects.
2. **Interest and Unpaid Balance Due:** If any amount is not paid by Client when due, the unpaid balance shall accrue interest at annual effective rate of 18%.
3. **Document Ownership:** All original calculations, sketches and construction document drawings shall remain the property of Fred Kolkmann Tennis & Sport Surfaces, LLC.



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June 11, 2023

Mr. Brian Swoboda
Park Superintendent
City of Inver Grove Heights
Inver Grove Heights, MN

Dear Brian

Re: Plans and Specifications Proposal – Sky View Park Complex Tennis Court

In accordance with our June 7th meeting, I am pleased to submit the following proposal to create plans, specifications, and provide inspection services for the reconstruction of 2 tennis court at Sky View Park, located at 1841 105th Street E, in Inver Grove Heights, MN.

PROJECT DESCRIPTION

It is our understanding that the project is to reconstruct an existing tennis court. Type of reconstruction to be determined.

SCOPE OF WORK

PHASE I - DESIGN SERVICES

- Develop construction plans and technical specifications for the tennis court project for contractor bidding. Construction plans will include details showing how the various components of the project are to be constructed and the types of materials to be used. Technical specifications will be provided to assure quality control and to aid the contractor in materials and product selection and use. Specifications will be developed along with your assistance concerning insurance, performance bonds, construction schedule, wage rates and other items relevant to the project.
- Prior to construction bidding, we will contact several contractors that typically perform this type of work to inform them of the project and to solicit bids. We will also make additional plan sets available for other interested bidders.
- Conduct a Pre-Bid Meeting on-site with Owner and Contractors to review the scope of work, view the work site and to answer any questions about the project prior to the bid date.
- Provide a bid tabulation form for the bid opening and assist with the analysis of the bid results to determine the low bidder.

PHASE II – CONSTRUCTION ADMINISTRATION AND INSPECTION

When construction of the project is authorized by the Owner, we will conduct and document the pre-construction conference, review submittals, verify payment requests, prepare a construction photo log, and provide intermittent inspection as needed. We will also conduct the pre-final and final

FRED KOLKMANN TENNIS & SPORT SURFACES, LLC
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www.kolkmanncourtbuilder.com

inspections, and obtain a signed and dated guarantee. At completion, the project progress book, which includes both the construction documents and construction administration records, will be presented to the Owner for future reference.

EXCLUSIONS

No exclusions

SCHEDULE

Once project is approved, we will have final plans and specifications to the City of Inver Grove Heights within 90 days for bidding.

INSURANCE

We will maintain insurance for General Liability, Workers Comp., and a Professional Liability policy.

FEES

For the **plans and specifications**, we propose to perform the work described herein for a fee of five thousand five hundred dollars and no cents (\$5,500.00), in accordance with our Standard Terms and Conditions.

For the **Inspection** services we propose to perform the work described herein for a fee of five thousand five hundred dollars and no cents (\$5,500.00), in accordance with our Standard Terms and Conditions. Any change orders agreed to by both parties will be subject to a 10% fee.

If the services covered by this agreement have not been completed within 12 months of the date of beginning work through no fault of ours, the amounts of compensation, rates and multiples set herein shall be adjusted.

Our terms and conditions apply to this contract and are attached. This proposal is good for 90 days.

This contract shall be governed by the laws of the State of Minnesota.

Sincerely,

Fred Kolkman Tennis & Sport Surfaces, LLC.

Fred Kolkmann

Fred Kolkmann, CTCB

President



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FRED KOLKMANN TENNIS & SPORT SURFACES, LLC.
Terms and Conditions

1. **Invoicing and payments:** Invoices shall be rendered monthly on all projects. Payment is due within 30 days of invoice unless other terms are specified in the body of the contract. If payments are not received in a timely manner per the payment schedule, Fred Kolkmann Tennis & Sport Surfaces, LLC, reserves the right to file a Mechanics' Lien against the property. Any invoice unpaid after 60 days from the invoice date, may cause Fred Kolkmann Tennis & Sport Surfaces, LLC to withdraw permanently from any and all future activity on the project, and all other projects.
2. **Interest and Unpaid Balance Due:** If any amount is not paid by Client when due, the unpaid balance shall accrue interest at annual effective rate of 18%.
3. **Document Ownership:** All original calculations, sketches and construction document drawings shall remain the property of Fred Kolkmann Tennis & Sport Surfaces, LLC.



June 20, 2023

Mr. Brian Swoboda
Parks Superintendent
City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

RE: *Oakwood Park and Skyview Park Tennis Courts Project*

Dear Mr. Swoboda:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the City of Inver Grove Heights (City) for professional engineering services for the replacement of the existing four tennis courts at Oakwood Park and Skyview Park. Our project understanding, proposed scope of services, and fee are detailed below.

PROJECT UNDERSTANDING

The City of Inver Grove Heights is planning for the replacement of four existing tennis courts located at Oakwood Park and Skyview Park. The City is planning to engage the community in August of this year to identify the preferred scope of rehabilitation improvements at each tennis court. We understand this may include the following improvements:

- Replace the existing tennis courts as is
- Replace the existing tennis courts with new pickleball courts
- Replace the existing tennis courts with a combination of new tennis and pickleball courts
- Consider additional enhancements such as trail entrances or shade canopies

Upon determination of the preferred improvements to the existing tennis courts, the City is planning to bid the project in October or early November of 2023.

Our detailed scope of work based on our understanding of the project is provided below.

SCOPE OF WORK

Task 1: Project Management

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities of all team members throughout the project. We will communicate directly with the City's project manager on a regular basis to discuss project items and progress throughout the project. We will manage day-to-day activities and milestones within the project. Kimley-Horn will prepare monthly billing invoices and provide a summary of the work tasks

completed at the end of each month upon request. We will prepare for and conduct up to two (2) virtual project team meetings to discuss updates on the design of the improvements and discuss the final plans ahead of bidding the project.

Task 2: Preparation of Construction Documents

We will prepare construction plans and specifications for the preferred improvements to the existing tennis courts based on the outcomes of the public engagement activities completed by the City. Construction plans will be prepared consistent with recent plan sets prepared for the City. We will also prepare technical specifications and an overall project manual that includes contract documents and bidding requirements for the project. The project manual will be prepared consistent with recent project manuals prepared for the City. We have assumed up to one (1) draft submission of the construction documents will be submitted to City staff for review.

We will also prepare up to one (1) draft opinion of probable cost during design development for City use in setting overall project construction budgets.

Task 3: Bidding Phase Services

We have assumed the City of Inver Grove Heights will share the bidding documents with potential contractors and lead the bid solicitation process. We will prepare a bid tabulation and summary letter for City use in awarding the project with Council.

Task 4. Construction Phase Services

We will attend and conduct a pre-construction meeting with the contractor, sub-contractor(s), and City staff and produce a meeting summary for the project.

We will also provide one construction observer on a part-time/as-needed basis during construction to observe construction activities and review for compliance with the contract documents. The construction observer duties will consist of the following tasks:

- Provide construction observation on all improvements on the project
- Produce daily reports when on-site that day
- Photographs before, during, and after construction
- Construction observation for evaluation that construction is in conformance with the Plans and City standards/specifications
- Regular coordination with the project contractor and City staff
- Coordination with Kimley-Horn's design engineer on any design related inquiries

Kimley-Horn shall use the care and skill a reasonable practitioner in the profession would use in the same or similar circumstances. Kimley-Horn shall have no responsibility for any of the construction

contractor's means, methods, and techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the construction work. Kimley-Horn's visits to the project site will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work will generally conform to the construction documents. Kimley-Horn neither guarantees the performance of the construction contractor, nor assumes responsibility for the construction contractor's failure to perform its work in accordance with the contract documents. The construction contractor is solely responsible for constructing the project in conformity to the designs and specifications.

ASSUMPTIONS

The scope of services listed above is based on the following assumptions:

- No geotechnical investigation will be performed
- No topographic survey will be collected and available GIS/LIDAR will be used for design or City staff will provide. City staff will attain survey data if desired under a separate contract.
- City staff will lead all community engagement activities and Kimley-Horn will not participate or provide any engagement materials
- Lighting improvements will be limited to head upgrades to LED with no full light pole and base replacements are planned
- The City plans to maintain or salvage existing fencing at the tennis courts

SCHEDULE

We understand community engagement activities are anticipated to be completed in August 2023 and that the City desires to solicit bids on the project by late October or November 2023. We anticipate having a draft set of construction documents by late September 2023 to allow for bid solicitation in October 2023.

ESTIMATED COSTS

Kimley-Horn will provide the scope of services identified above on an hourly basis. Our total estimated cost for the Scope of Services is summarized in the table below.

Task 1 – Project Management	\$ 1,500
Task 2 – Preparation of Construction Documents	\$ 16,000
Task 3 – Bidding Phase Services	\$ 1,500
Task 4 – Construction Phase Services	\$ 13,000
Subtotal	\$ 32,000
Reimbursable Expenses	\$ 1,600
Total	\$ 33,600

We propose to complete the services detailed in this proposal, on an hourly basis with a not-to-exceed cost of **\$33,600** including all labor and reimbursable expenses. Labor fee will be billed according to our current standard hourly rate schedule. Fees and times stated in this Proposal are valid for 120 days after the date of this letter.

We appreciate the opportunity to submit this proposal. Please feel free to contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Luke Moren". The signature is written in a cursive, flowing style.

Luke Moren, P.E.
Project Manager



Request for Council Action

SUBJECT: **Resolution Approving Purchase of Fire Station Alerting System**

MEETING DATE: July 10, 2023
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the purchase and installation of an alerting system for Fire Station 1.

BACKGROUND

In March of 2022, thanks to funding from the federal SAFER grant, the City added a second crew of firefighters working 24 hour shifts. This crew was assigned to Station 1, and joined the existing crew already working out of Station 2. At that time, some minor modifications were made to the Station 1 to facilitate having an crew working out of there 24/7, with plans to make other upgrades as funds allowed. One item that needs to be added is a Station Alerting System. This system has features that will help with both firefighter response and health.

When firefighters are working in the apparatus bays or other areas of the station, they may not always hear their pager or phone alert them in the event of a call. A station alerting system interfaces with Dakota 911, so when they send an alert to pagers and phones, it is also sent to this alerting system. When the emergency call goes out, firefighters in the station would be notified through this system, depending on where they are at in the station, using strategically placed sign boards, speakers, and strobe lights throughout the station. This allows improved notification for the crew to ensure there is no delay in receiving the page. In addition, this system will also provide more healthy alerting during the overnight hours as it gradually turns lights on and announces the call in the speakers, starting at a lower volume in the dormitory rooms. This gradual increase is shown to lessen the adrenaline spike on firefighters' hearts, which in turn helps prevent long-term health issues.

The system itself is from US Digital Design, which is what is installed at Station 2 and also the system that is used by and compatible with Dakota 911. Staff received two bids for installation of this system: \$61,108.00 from Ancom Communications and \$69,015.23 from West Central Communications.

FISCAL IMPACT

A total of \$50,000 was carried over from the 2022 budget for this purpose and the remaining \$11,108 would come from the "Repair and Maintenance - Buildings" line of the Fire Department's adopted 2023 operating budget (101.42.4200.423.400.40).

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the purchase and installation of a US Digital Design Fire Station Alerting System from Ancom Communications at a cost of \$61,108.

ATTACHMENTS

1. Resolution - Station Alerting System 2023
2. Price Quote from Ancom Communications

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF A STATION ALERTING SYSTEM FOR
FIRE STATION 1 AT THE COST OF \$61,108.00**

WHEREAS, Council recognizes a Fire Station Alerting System is needed for firefighter health and enhanced response; and

WHEREAS, US Digital Design is the present system used in fire station 2 and compatible with Dakota 911; and

WHEREAS, two bids were received, with the lowest bid being from Ancom Communications for \$61,108.00; and

WHEREAS, \$50,000 was carried over from the 2022 budget for this purpose; and

WHEREAS, the additional \$11,108.00 needed will come out of the Fire Department Building Repair and Maintenance line 101.42.200.423.40040; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby authorize the purchase of a Station Alerting System from Ancom Communications for the cost of \$61,108.00.

Adopted this 10th day of July 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Inver Grove Heights Fire Station 1 USDD Station Alerting Proposal



Contained herein is the proposal for installing and commissioning the US Digital Designs Station Alerting System at IGH Fire Station 1.

ANCOM **DELIVERS
SOLUTIONS**

1800 Cliff Road East
Burnsville, MN 55337
(952) 808-7699
6/8/2023



COMMUNICATIONS INC
TECHNICAL CENTER INC

1800 EAST CLIFF ROAD, SUITE 17A BURNSVILLE, MINNESOTA 55337

SALES 952-808-0033 SERVICE 952-808-7699 FAX 952-808-0034

Introduction

ANCOM Communications is a Burnsville, MN based, Motorola-authorized two-way radio dealer providing sales, service and rental of Motorola two-way radios and pagers. Since 1991, ANCOM has worked with businesses to identify their communication needs and provide cost-effective, innovative solutions. Our customer base spans the utility, manufacturing, construction, chemical, government, and public safety industries.

ANCOM Technical Center (ATC) is a fully authorized Motorola Service Center. Since 1999, ATC has been serving the communications service needs of commercial and public safety customers throughout Minnesota and western Wisconsin. ATC is recognized as a "Motorola Service Elite Specialist." (Motorola's highest service facility designation) We are also classified as a Certified Service Center by the Electronics Technicians Association International, an independent national organization.

Our technicians are career professionals in the communications industry. We invest heavily on training and certification to ensure that our technical staff is at the fore-front of the quickly evolving field.



COMMUNICATIONS INC
TECHNICAL CENTER INC

1800 EAST CLIFF ROAD, SUITE 17A BURNSVILLE, MINNESOTA 55337

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Statement of Work

ANCOM will design, furnish, install, and commission the USDD station alerting system at Inver Grove Heights Fire Station 1.

This includes the following tasks:

- Design the system
 - ANCOM will work with the fire personnel, and the building design engineers to provide a completely functional system.
 - Slight changes (speaker location, sign location, etc.) to the design can be made up to the time of actual installation.
 - Major design changes may require additional materials not included in this proposal.
- Furnish the system
 - ANCOM will order all materials required to complete the installation.
 - Materials will be stored at the ANCOM warehouse until the time of installation.
 - The schedule of delivery of materials will be coordinated with the AHJ.
- Installation of the system
 - The entire design will be verified by the fire department staff and the building design team prior to installation.
 - Final installation schedule will be coordinated through the AHJ.
 - Installation includes function testing of all components.
 - Upon completion of the installation, the USDD Station Checklist and Station Acceptance forms must be signed by the AHJ prior to commissioning.
- Commissioning the system
 - USDD will schedule and deploy a station startup technician to complete final commissioning of the system.
 - Full functionality of the USDD system is dependent on LOGIS having backhaul connection to the server available.

Once the project is complete, closeout documentation including test results, as-built diagrams, and equipment cut-sheets will be provided to the customer



COMMUNICATIONS INC
TECHNICAL CENTER INC

1800 EAST CLIFF ROAD, SUITE 17A BURNSVILLE, MINNESOTA 55337

SALES 952-808-0033 SERVICE 952-808-7699 FAX 952-808-0034

Quote Breakdown

The price for this system, as designed, is as follows:

USDD Station Alerting Material Subtotal:	\$ 43,353.00
USDD Station Alerting Labor Subtotal:	\$ 17,755.00
USDD Station Alerting Grand Total:	\$ 61,108.00

This quote is valid for 90 days from the date above.

Jake Nesdahl
Project Manager
Ancom Communications

Date:

Authority Having Jurisdiction

Date:



COMMUNICATIONS INC
TECHNICAL CENTER INC

1800 EAST CLIFF ROAD, SUITE 17A BURNSVILLE, MINNESOTA 55337

SALES 952-808-0033 SERVICE 952-808-7699 FAX 952-808-0034

Assumptions:

- All work can occur during normal business hours, M-F (8:00 AM - 4:30 PM)
- Escorts will not be required
- Acceptable equipment locations are available for the required equipment.
- Access to all areas will be made available throughout the entire process from project start to completion.
- All labor is non-union.
- All AC power is to be existing or furnished by others.
- Assumes existing accessible cable pathways in all risers.
- System to be installed per the design and any changes may result in additional material and labor costs to be paid for by the customer.
- Delays beyond the control of ANCOM and their installers will result in additional costs to be paid for by the customer.
- Materials are ordered upon receipt of a purchase order for the full project cost, as well as 50% down.
- Project construction will be scheduled only after all materials have been received by ANCOM.
- All vertical cable pathways and roof penetrations will be verified prior to installation.



Request for Council Action

SUBJECT: **Amended On-Sale Intoxicating Liquor License
Application for Moose Lodge #1088 (New Officers &
Manager)**

MEETING DATE: July 10, 2023
ITEM TYPE: Public Hearing
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to conduct a public hearing for consideration of new officers and a new manager for the Loyal Order of Moose Lodge #1008, which holds Club On-Sale and Sunday On-Sale Intoxicating Liquor Licenses for their location at 5927 Concord Blvd.

BACKGROUND

Moose Lodge #1088 has requested a change to their corporate officers which will amend their Club On-Sale and Sunday Liquor Licenses. The applicant has paid the appropriate fees required by City Code and has provided all the necessary documentation required for the officer change.

New Officers	Juan Aguirre Keith Momper Christy Hilgert Daniel Ungurian Walter Watson
New Manager	Mickey Difranzo

The Police Department conducted background investigations and found no basis for denial of this request.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the new club officers and new manager for Moose Lodge #1088.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Conduct a Public Hearing for a Temporary Premise Expansion for On-Sale Liquor License - Mississippi Pub**

MEETING DATE: July 10, 2023

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to conduct a public hearing for a temporary premise expansion for the On-Sale Liquor License held by Mississippi Pub for July 26, 2023 in conjunction with an "Oake on the Water" live music event.

BACKGROUND

Mississippi Pub has submitted a temporary On-Sale Liquor License expansion permit for Wednesday, July 26, 2023 from 4:00 to 7:00 p.m. Cities 97 and Leinenkugel's Beer Company will host an "Oake on the Water" show featuring musician Philip Phillips at their location at 4455 66th Street E, Inver Grove Heights.

The premise expansion allows a license holder to serve alcohol beyond the normal boundaries of its operation, for a defined date and time frame. The site map contained in the attached application identifies areas of the Pub's parking lot where alcohol will be allowed during this event.

Mississippi Pub has also submitted a large assembly permit for this event. The Police, Fire and Building Inspections department have reviewed and approved that permit administratively, as allowed by City Code. The City Council is charged with approving any temporary On-Sale Liquor Premise Expansion permits.

FISCAL IMPACT

none

RECOMMENDATION

Staff recommends holding a public hearing, and then approving the application for a 1-day premise expansion for an On-Sale Liquor License for Mississippi Pub.

ATTACHMENTS

1. 2023-07-26 Application of Temp Premise Expansion - Mississippi Pub



City of Inver Grove Heights

8150 Barbara Ave

Inver Grove Heights, MN 55076

**APPLICATION AND PERMIT FOR A 1 DAY
PREMISE EXPANSION FOR ON-SALE LIQUOR LICENSE**

Name of person making application

Joe Harms

Business phone

651.455.49794

Home phone

612.701.4923

Date(s) of event

7-26-23

Type of organization



On-Sale License Holder

☐ Club

☐ Charitable

☐ Religious

☐ Other non-profit

Organization Address (No PO Boxes)

4455 66th St E

City

IGH

State

Minnesota

Zip Code

55076

Organization officer's name

Joe Harms

City

IGH

State

Minnesota

Zip Code

55076

Organization officer's name

Joe Harms

City

IGH

State

Minnesota

Zip Code

55076

Organization officer's name

Joe Harms

City

IGH

State

Minnesota

Zip Code

55076

Location where permit will be used. If it is an outdoor area, describe (map would be preferred).

Mississippi Pub

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service (if other than licensee holder).

If the applicant will carry liquor liability insurance, please provide the carrier's name and amount of coverage.

Already Established with liquor license

Event in conjunction with a community festival ☐ Yes ☒ No

APPROVAL BY CITY OF INVER GROVE HEIGHTS

Mayor

City Clerk

Date Approved

Permit Date

[illegible]

20 SLIPS / 11 VESSEL MOORING SPACES
 200 SPACES REQUIRED
 200 SPACES PROVIDED
 10 TRANSIT VESSEL MOORING SPACES

 FOOD-BAR REPAIR/IMPINT
 30 BUILDING DECK CAPACITY
 32 OUTSIDE PAINT / SEATING CAPACITY
 2 OUTSIDE COOK STATION CAPACITY
 14 SEATING CAPACITY
 18 SPACES REQUIRED
 24 SPACES PROVIDED
 48 SPACES PROVIDED

 MISCELL. EQUIP. & ACCOUTRY
 (FOR BULK LIQUID & SHIP STORE)
 4 SPACES REQUIRED
 BULK 14 SPACES BULK
 4 SPACES REQUIRED
 1 NC. SPACE PROVIDED
 10 SPACES PROVIDED

1. TOPOGRAPHIC AND PLANIMETRIC MAP FROM NOVEMBER 6, 1951 AERIAL PHOTOGRAPHY BY HORIZONS, INC.
2. PROPERTY SURVEY AND EXISTING CENTERLINE COORDINATES FROM SURVEY BY PAUL R. MCGILAN & SON.
3. EXISTING CONTOURS AND ELEVATIONS UPDATED WITH FIELD SURVEY DATA FROM JULY 20 AND NOVEMBER 4, 1992.
4. THIS IS AN UNLICENSED REPRODUCTION OF AN EXISTING SURVEY.

Map of the study area showing the location of the study site relative to the existing road, property line, and existing buildings. The map includes a north arrow and a scale bar (0 to 1000 feet).

PROPERTY LEGAL DOCUMENT

CLERKED DOCUMENT SHEET C/A DATED 6/7/2014
DEFECTS IN NEED HIGHLIGHTED GRADE ELEVATION
CONFORMS FOR THE SITE GRADING ELEVATION
ELEVATION FOR THE SITE GRADING ELEVATION
FOR CONCRETE HEIGHTS MARINA, NC PROPERTY DEVELOPMENT
FOR FLOOD PROTECTION OF FACILITIES IN
COMPLIANCE AND CONSISTENCY WITH ALL FEDERAL STATE
COUNTY AND LOCAL GOVERNMENT UNITS AND
AGENCIES INCLUDING STATEMENT CODES, ORDINANCES,
RULES, REGULATIONS, POLICIES GUIDELINES AND ANY OTHER
EXISTING OR PENDING REGULATIONS THE 2012 SITE
ELEVATION GRADING ELEVATION ELEVATION
MARINA, NC VARIOUS HEIGHTS

= PORTABLE
TOILETS

SNOW FENCE
PERIMETER

$X = \text{ENTRANCE} \cup \text{EXIT}$

WRISTBANDING OF $21 +$

(ALL CUSTOMERS WILL BE ID'D UPON ENTRANCE)

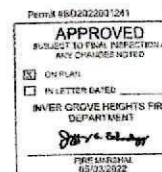
PROJECT
118 SLIP MARINA
(146 MOORING SPACES)

TITLE:
SITE PLAN

DRAWN BY:
11-15-92

REVISIONS
5-04-05 A

1000



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: Paul J. Harris Lic. No. 10023
Date: 8-15-2005

SHEET
C

PROJECT NO
 ESTIMATED 7-15-200



Request for Council Action

SUBJECT: **Rental Housing Licenses**

MEETING DATE: July 10, 2023

ITEM TYPE: Regular Business

CONTACT: Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to consider approval of rental housing licenses.

BACKGROUND

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

The following rental license application has been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
8799 Branson Dr	Duy Vu & Nhu Lam Maplewood, MN	Nhu Lam Maplewood, MN

FISCAL IMPACT

None.

RECOMMENDATION

Community Development and Police Department staff recommend approval of the license listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Final Plat, Final PUD Development Plan for Phase 1, Development Agreement, and Related Agreements for Robert Curve Fourth Addition, located at Diffley Court and Hwy 3.**

MEETING DATE: July 10, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider the attached resolution for Final Plat, Final PUD Development Plan for Phase 1 and Development Agreement, and related agreements for Robert Curve Fourth Addition.

- Requires 3/5th vote
- 60-day Deadline - July 18, 2023 (second 60 days)

BACKGROUND

The developer is proposing to construct Phase 1 of the project, which consists of 45 townhome units. The second phase of the project would include the 190-unit apartment building and the nine remaining townhome units. The Council approved the preliminary plans on December 12, 2022. The final plan set for Phase 1 is consistent with the approved preliminary plans.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission recommended approval of the final plat and PUD plans on April 18, 2023 (7-0).

Staff also recommends approval of the plat and plans for Phase 1.

ATTACHMENTS

1. Final plat PUD and agreement resolution
2. Final plat of Robert Curve Fourth Addition
3. Phase 1 Site Plan
4. Overall Site Plan
5. Storm Water Facilities Maintenance Agreement
6. Encroachment Agreement for Private Improvements
7. Natural and Open Space Easement

8. Development Contract for Plat of Robert Curve 4th Addition

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

RESOLUTION NO. ____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD
DEVELOPMENT PLAN FOR PHASE 1, DEVELOPMENT CONTRACT AND
RELATED AGREEMENTS FOR THE PLAT OF ROBERT CURVE FOURTH
ADDITION**

**CASE NO. 23-13SPUD
(IGH Partners)**

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

Outlot A, ROBERT CURVE THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

AND

Lot 1, Block 1, ROBERT CURVE, according to the recorded plat thereof, Dakota County, Minnesota

AND

Outlot A, ROBERT CURVE, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on October 18, 2022;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan for Phase 1 of Robert Curve Fourth Addition, Development Contract and related agreements (Stormwater Facilities Maintenance Agreement, Natural Area Easement, and Agreement Related to Landowner Improvements Within City Easement) are hereby approved subject to any minor revisions as required by the City Attorney and the following conditions:

1. The project shall be developed in substantial conformance with the Development Plans approved by the City Engineer on June 21, 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 work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

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

Passed this 10th day of July, 2023.

AYES:

NAYS:

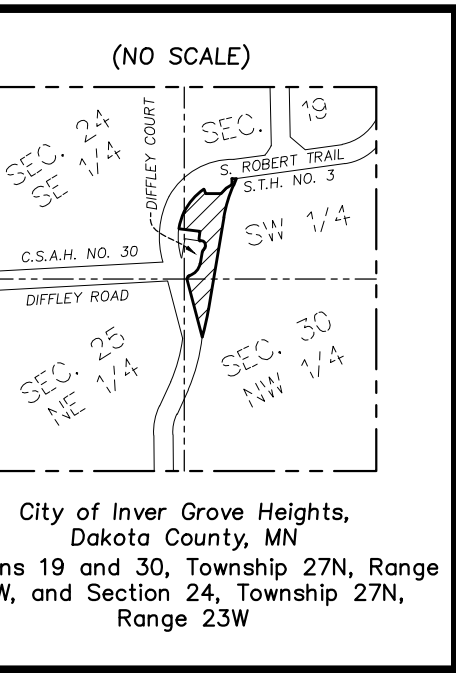
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

ROBERT CURVE FOURTH ADDITION

VICINITY MAP



KNOW ALL BY THESE PRESENTS: That IGH Partners, LLC, a Minnesota limited liability company, owner of the following described property;

- Outlot A, ROBERT CURVE THIRD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota
- AND
- Lot 1, Block 1, ROBERT CURVE, according to the recorded plat thereof, Dakota County, Minnesota
- AND
- Outlot A, ROBERT CURVE, according to the recorded plat thereof, Dakota County, Minnesota

Has caused the same to be surveyed and platted as ROBERT CURVE FOURTH ADDITION and does hereby dedicate to the public for public use forever the public ways and the drainage and utility easements as created by this plat.

In witness whereof said IGH Partners, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Signed: IGH Partners, LLC

Scott O'Brien, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Scott O'Brien, President of IGH Partners, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Signature

Printed

Notary Public, _____

My commission expires _____

Thomas R. Balluff, Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before this ____ day of _____, 20____ by Thomas R. Balluff, Land Surveyor, Minnesota License No. 40361.

Signature

Printed

Notary Public, _____

My commission expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Be it known that at a meeting held this ____ day of _____, 20____, the Planning Commission of the City of Inver Grove Heights, Minnesota, did hereby review and approve this plat of ROBERT CURVE FOURTH ADDITION.

By: _____ Chair

By: _____ Secretary

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

This plat of ROBERT CURVE FOURTH ADDITION was approved by the City Council of the Inver Grove Heights, Minnesota, at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

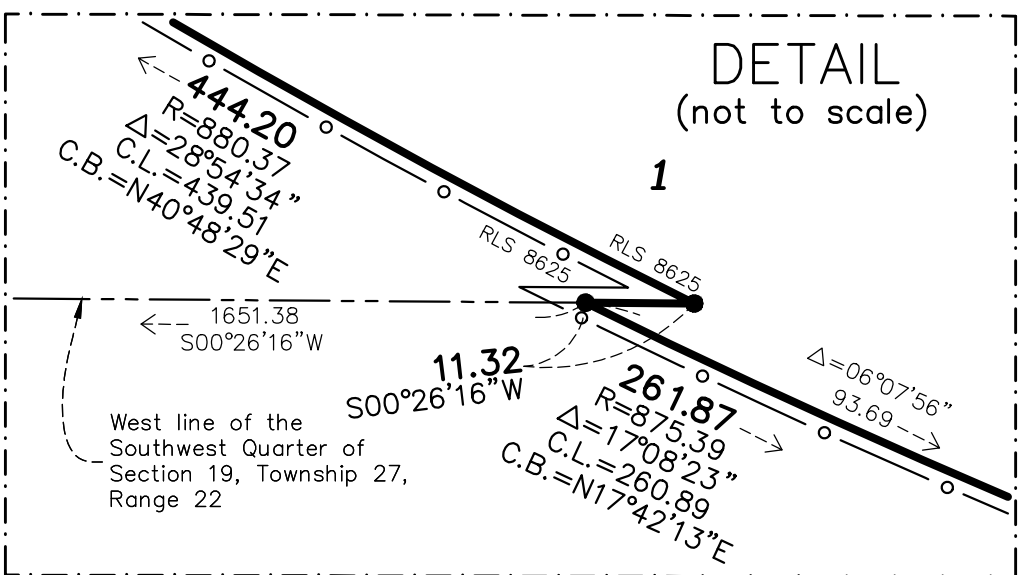
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

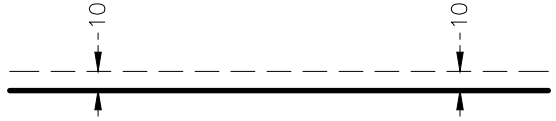
I hereby certify that this plat of ROBERT CURVE FOURTH ADDITION was filed in the Office of the County Recorder for public record this ____ day of _____, 20____, at ____ o'clock ____M., and was duly filed in Book ____ of plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder

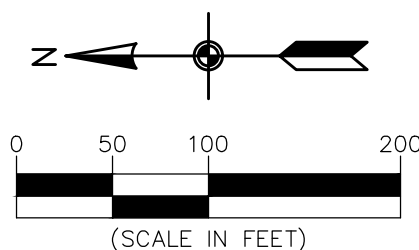


- Denotes found Dakota County Section Corner Monument (cast iron monument)
- Denotes set PK Nail with washer, marked with license number 40361
- Denotes found iron monument, as noted.
- Denotes 5/8 inch by 14 inch Rebar, set or to be set in accordance with MS 505.021, Subd. 10, and marked with license number 40361
- Denotes rights of vehicular access to the City of Inver Grove Heights from Diffley Court per Doc. No. 3230936
- Denotes rights of vehicular access to the City of Inver Grove Heights from South Robert Trail (Trunk Highway 3) per Doc. No. 3230934

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



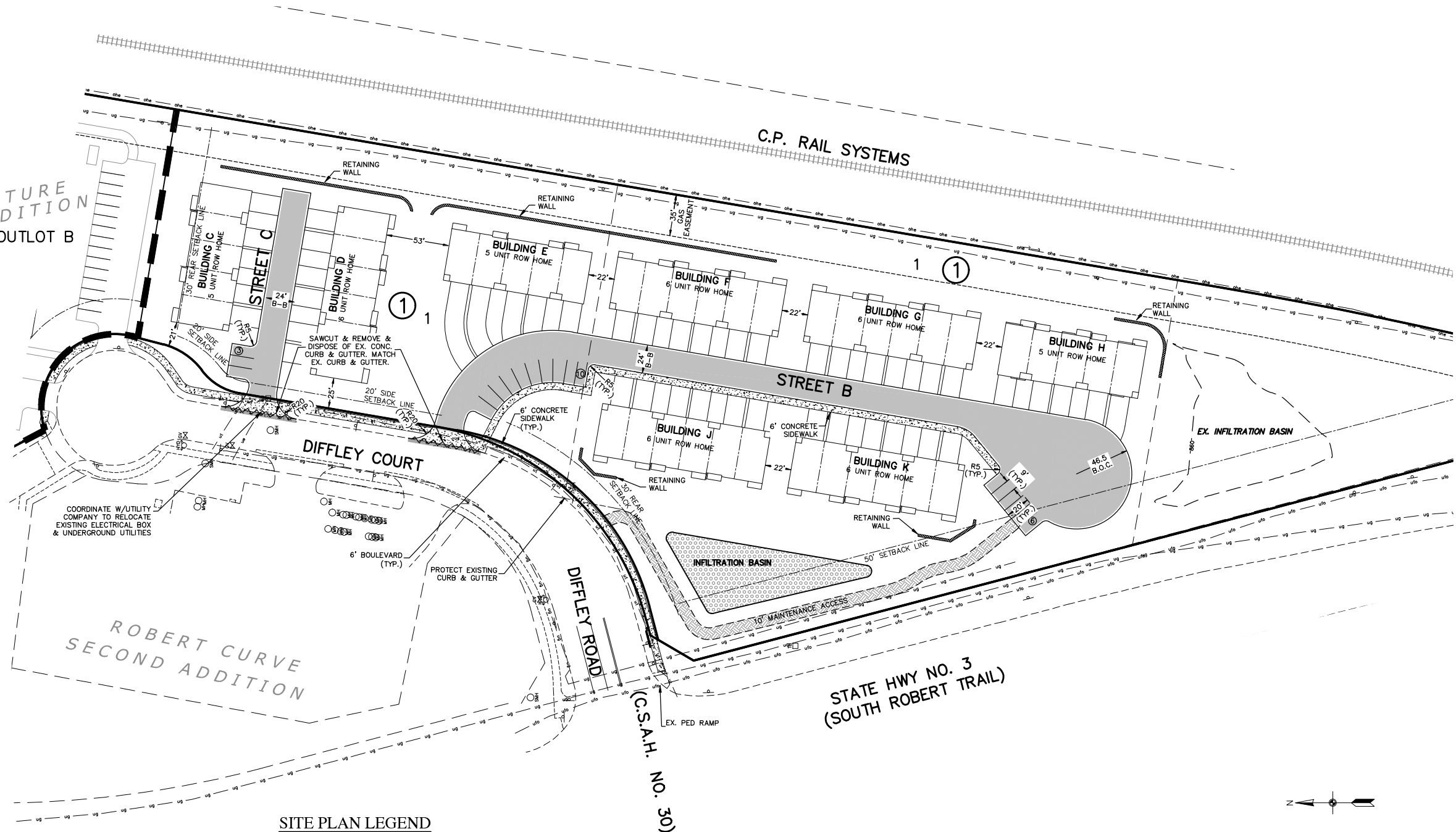
being 10 feet in width and adjoining right of way lines and exterior plat boundary lines unless otherwise shown on this plat.



SITE DATA

PROPOSED ZONING:	LOT 1	PUD
TOTAL AREA:	287,426 SF	
HARD SURFACE AREA:	47,366 SF	16%
BUILDINGS:	59,595 SF	21%
PAVEMENT:	106,961 SF	37%
TOTAL:		
PERVIOUS SURFACE AREA:	180,465 SF	63%

FUTURE
ADDITION
OUTLOT B



ROBERT CURVE
SECOND ADDITION

SITE PLAN LEGEND

EXISTING	PROPOSED
LIGHT POLE	RETAINING WALL
SANITARY MANHOLE	WATERMAIN
MISCELLANEOUS SIGN	SANITARY SEWER
EXISTING SPOT ELEVATION	STORM SEWER
EXISTING TREE	PROPERTY LINE
TELEVISION BOX	SETBACK LINE
FIRE HYDRANT	CURB
GATE VALVE	WETLAND
CLEANOUT	DITCH
ELECTRIC BOX	UNDERGROUND TELEPHONE
GAS METER	UNDERGROUND ELECTRIC
CATCH BASIN	UNDERGROUND GAS
RAIN GUARDIAN	UNDERGROUND FIBEROPTIC
ELECTRIC METER	FENCE
TELEPHONE BOX	OVERHEAD ELECTRIC
UTILITY POLE	CONCRETE SURFACE
FLARED END SECTION	BITUMINOUS SURFACE
STORM MANHOLE	BITUMINOUS REMOVAL
SERVICE	SAWCUT
SOIL BORING/TEST HOLE	CURB REMOVAL
	PIPE REMOVAL

STATE HWY NO. 3
(SOUTH ROBERT TRAIL)

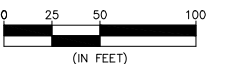
C.S.A.H. NO. 30

LEX. PED RAMP

EXISTING	PROPOSED
RETAINING WALL	RETAINING WALL
WATERMAIN	WATERMAIN
SANITARY SEWER	SANITARY SEWER
STORM SEWER	STORM SEWER
PROPERTY LINE	PROPERTY LINE
SETBACK LINE	SETBACK LINE
CURB	CURB
WETLAND	WETLAND
DITCH	DITCH
UNDERGROUND TELEPHONE	UNDERGROUND TELEPHONE
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
UNDERGROUND GAS	UNDERGROUND GAS
UNDERGROUND FIBEROPTIC	UNDERGROUND FIBEROPTIC
FENCE	FENCE
OVERHEAD ELECTRIC	OVERHEAD ELECTRIC
CONCRETE SURFACE	CONCRETE SURFACE
BITUMINOUS SURFACE	BITUMINOUS SURFACE
BITUMINOUS REMOVAL	BITUMINOUS REMOVAL
SAWCUT	SAWCUT
CURB REMOVAL	CURB REMOVAL
PIPE REMOVAL	PIPE REMOVAL

PARKING ANALYSIS (ROW HOMES)

ROW HOMES (45 UNITS)	
STANDARD STALLS	19 STALLS
GARAGE STALLS (2 PER UNIT)	90 STALLS
TOTAL	109 STALLS



BENCHMARK

1. MnDot Geodetic GSID Station No. 101772
(MnDot Name 1916 A) - Elevation 863.71 ft.
(NAVD88)
2. MnDot Geodetic GSID Station No. 103185
(MnDot Name 1921 W) - Elevation 923.60 ft.
(NAVD88)



The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of C/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

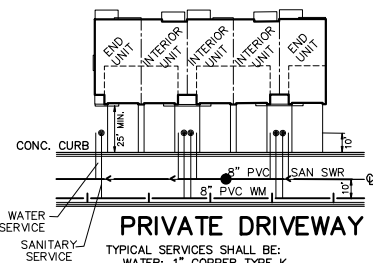
APPROVED:

[Signature]
Paul C. Venzky, P.E.
City Engineer, Inver Grove Heights

06/21/2023
Date

No changes or revisions to this plan are allowed without written approval from the above signatory, their successor, or their designee.

ROW HOME



PRIVATE DRIVEWAY

TYPICAL SERVICES SHALL BE:
WATER: 1" COPPER TYPE K
SEWER: 4" PVC SDR 26
CURB STOP TO BE PLACED 10' BEYOND CURB OR SIDEWALK



3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.488.7900
FAX 763.488.7999
CARLSONMCCAIN.COM

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

Print Name: Daniel J. Wilke
Signature: *[Signature]*
Date: 3/20/23 License #: 53182

Drawn: NJP
Designed: DJW
Date: 3/20/23

Revisions:
1. 4/10/23 per City Comments.
2. 5/10/23 per New Phasing Plan
3. 5/16/23 per City Comments
4. 5/25/23 per City SWPPP Comments
5. 6/15/23 ROW Adjustment

IGH PARTNERS, LLC
3601 - 18th Street S, Suite 103
St. Cloud, MN 56301

ROBERT CURVE FOURTH ADDITION
Inver Grove Heights, MN

SITE PLAN
(ROW HOMES)

11
of
27

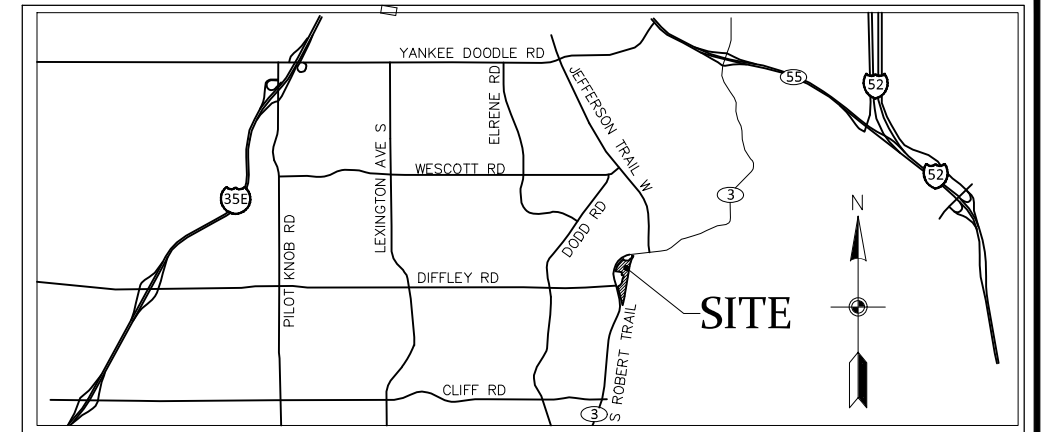
ROBERT CURVE FOURTH ADDITION

GRADING, STREET AND UTILITY CONSTRUCTION PLANS

INVER GROVE HEIGHTS, MINNESOTA

VICINITY MAP

NOT TO SCALE



APPROVED:

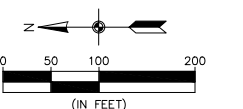
Paul C. Marchewicz, P.E.
City Engineer, Inver Grove Heights
06/21/2023
Date

No changes or revisions to this plan are allowed without written approval from the above signatory, their successor, or their designee.

SHEET INDEX

1. COVER
2. EXISTING CONDITIONS INDEX
- 3-4. EXISTING CONDITIONS
- 5-6. GRADING DEVELOPMENT & EROSION CONTROL PLAN
7. GRADING DETAILS
8. RETAINING WALL PROFILES
- 9-10. STORM WATER POLLUTION PREVENTION PLAN
11. SITE PLANS
12. INDEX
13. SANITARY SEWER & WATERMAIN
- 14-15. STORM SEWER
16. STREET CONSTRUCTION
17. SIGNING & STRIPING PLAN
- 18-27. DETAILS
- L1-L3. LANDSCAPE PLANS

- PHASE I GRADING
 GRADING LIMITS
 STREET & UTILITY CONSTRUCTION LIMITS
 FUTURE STREET & UTILITY LIMITS



BENCHMARK	
1. MnDot Geodetic GSD Station No. 101772 (MnDot Name 1916 A) - Elevation 863.71 ft. (NAVD88)	
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PROJECT OWNER

IGH PARTNERS, LLC
ANDY BRUMMER
3601 18TH STREET S #103
ST. CLOUD, MN 56301
320-258-4438

ARCHITECT

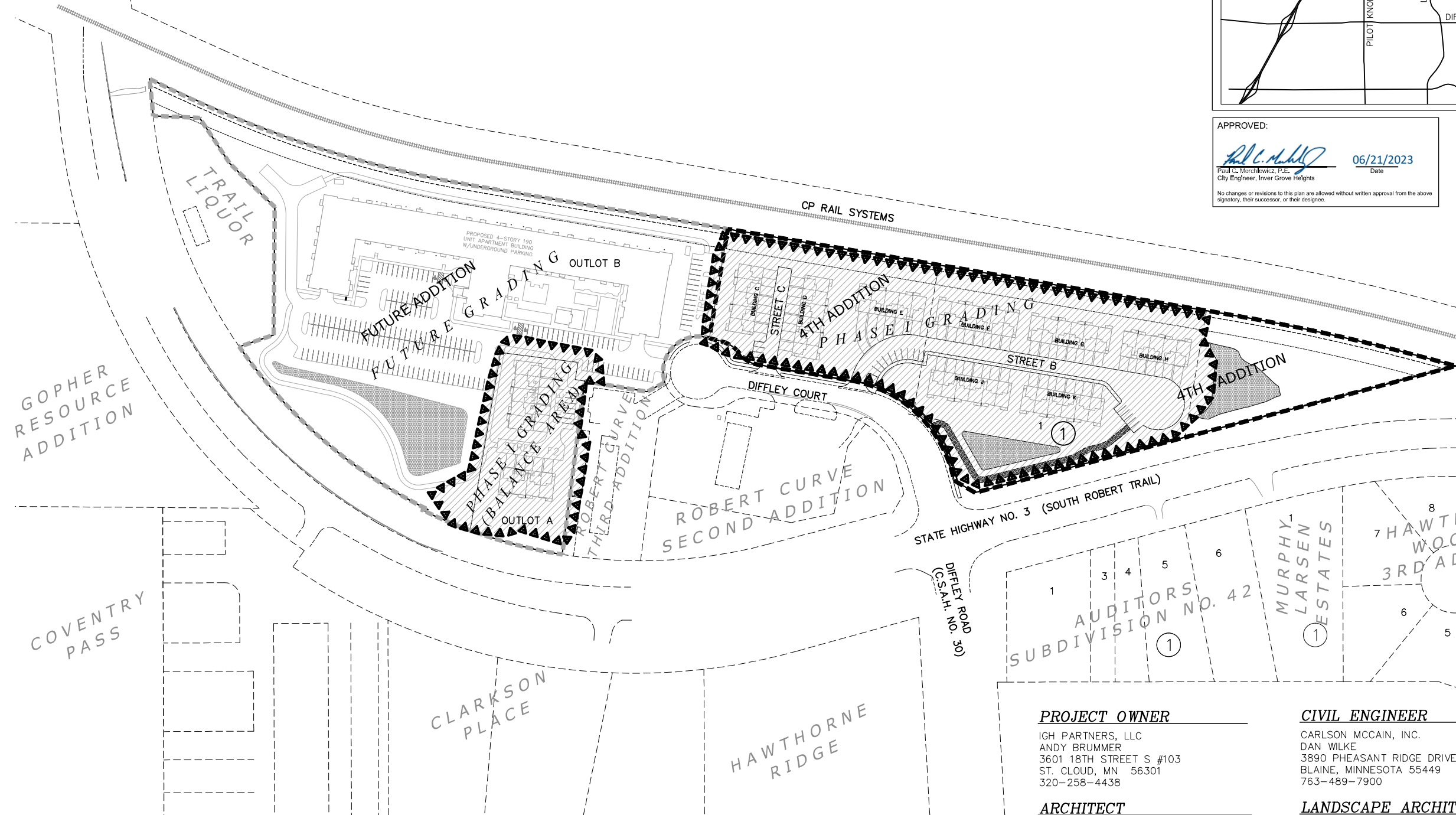
COLE GROUP ARCHITECTS, LLC
DAVID MAJCHRAK
216 PARK AVENUE S #102
ST. CLOUD, MN 56301
320-654-6570

CIVIL ENGINEER

CARLSON MCCAIN, INC.
DAN WILKE
3890 PHEASANT RIDGE DRIVE NE #100
BLAINE, MINNESOTA 55449
763-489-7900

LANDSCAPE ARCHITECT

CARLSON MCCAIN, INC.
RYAN RUTTGER
3890 PHEASANT RIDGE DRIVE NE #100
BLAINE, MINNESOTA 55449
763-489-7900



3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7999
CARLSONMCCAIN.COM

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

Print Name: Daniel J. Wilke
Signature:
Date: 3/20/23 License #: 53182

Drawn: NJP
Designed: DJW
Date: 3/20/23

Revisions:
1. 4/10/23 per City Comments.
2. 5/10/23 per New Phasing Plan
3. 5/16/23 per City Comments
4. 5/25/23 per City SWPPP Comments
5. 6/15/23 ROW Adjustment

IGH PARTNERS, LLC
3601 - 18th Street S, Suite 103
St. Cloud, MN 56301

ROBERT CURVE FOURTH ADDITION
Inver Grove Heights, MN

COVER

1
of
27

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 1, BLOCK 1, ROBERT CURVE FOURTH 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 Partners, 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 Partners, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means the fee title owner of Lot 1, Block 1, Robert Curve Fourth 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 storm sewer, catch basins and trench drains and related storm water appurtenances lying within the Subject Property, including Basin 2 and Basin 20 as shown on **Exhibit C**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets 5 through 7, sheet 14 and sheet 15 prepared by Carlson McCain dated 3/20/2023 as subsequently updated on 6/15/2023 and approved by the City Engineer on 6/21/2023.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the 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 issuance of a certificate of occupancy for any structure on the Subject Property, 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 Stormwater Management Plan; 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, attached here to as **Exhibit D** and
- e. The Standard of Maintenance shall comply with the 2016 Watershed Management Plan (as amended in December 2020) for the Eagan Inver Grove Heights Watershed Management Organization; 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 the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an 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 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.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Responsible owner shall provide the City with the following:
 - i.) Contact information for the Responsible Owner;
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) 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 B**.

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 or to the City given the task, work, or improvement performed by the City or its contractors 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 or

repair 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 or repair 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 Development Contract for the Subject Property, and complies with all other requirements of the Development Contract, the City will approve the Development Plans for the Subject Property identified in the Development Contract 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. Landowner and 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 OR
RESPONSIBLE OWNER:

IGH Partners, LLC
c/o Roger Fink
1200 25th Avenue South
St. Cloud, MN 56301

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 PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Scott O'Brien, to me personally known, who being by me duly sworn, did say that he is the President of IGH Partners, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Partners, LLC by authority of the Board of Governors of IGH Partners, LLC.

Notary Public

This Instrument Was Drafted By and After
Recording Please Return To:

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 1, Block 1, Robert Curve Fourth Addition, Dakota County, Minnesota.

EXHIBIT B

ANNUAL INSPECTION FORM

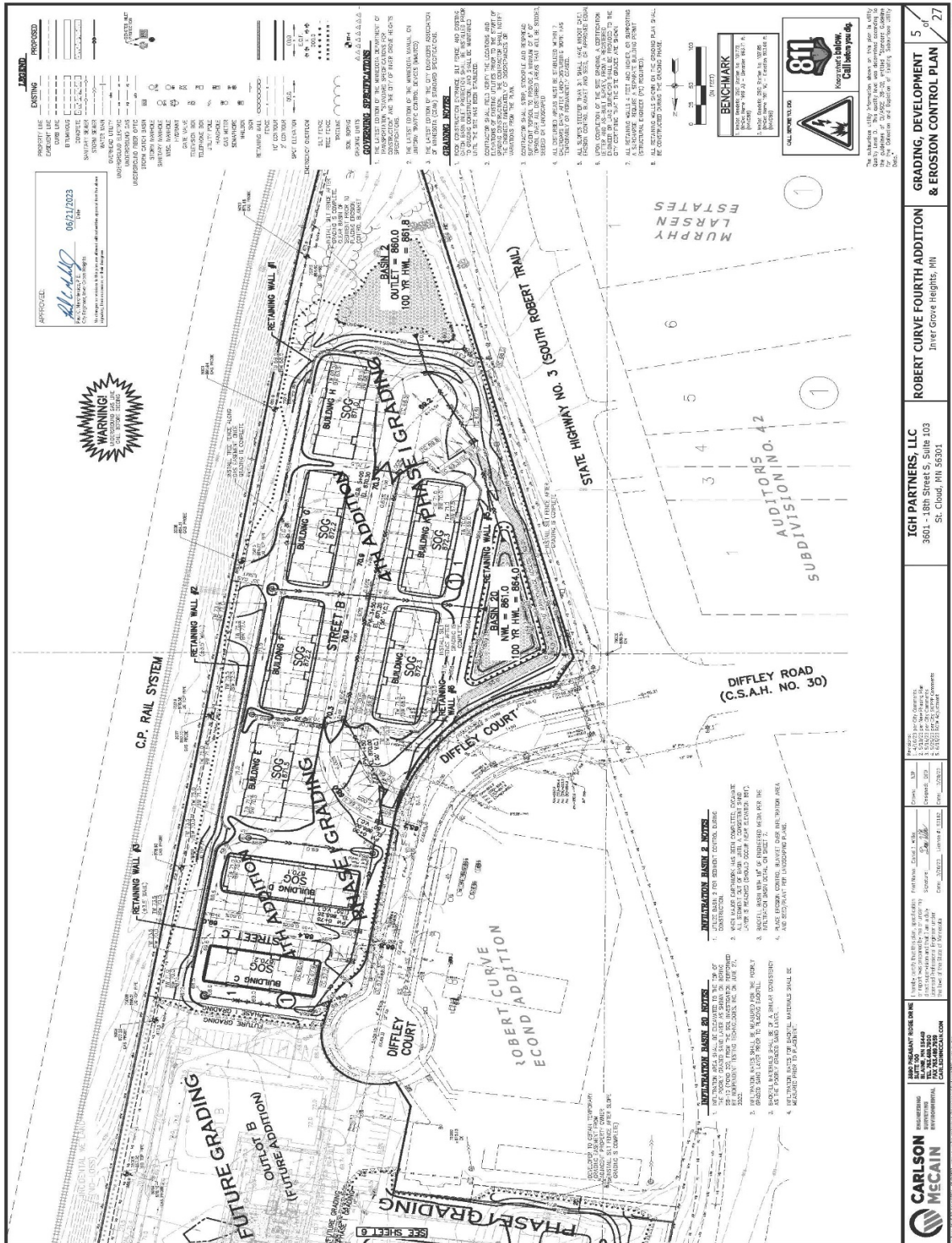
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

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

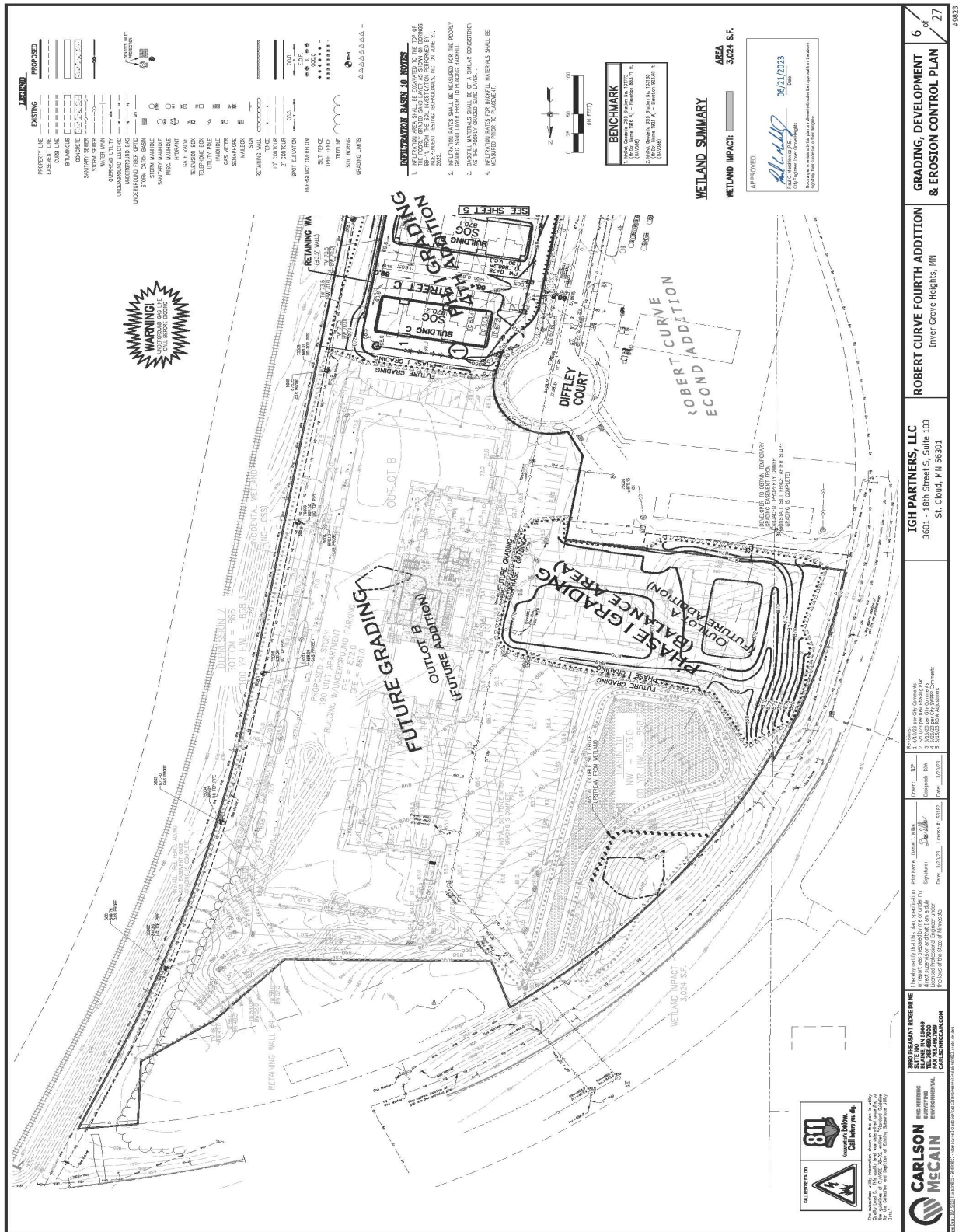
** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

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

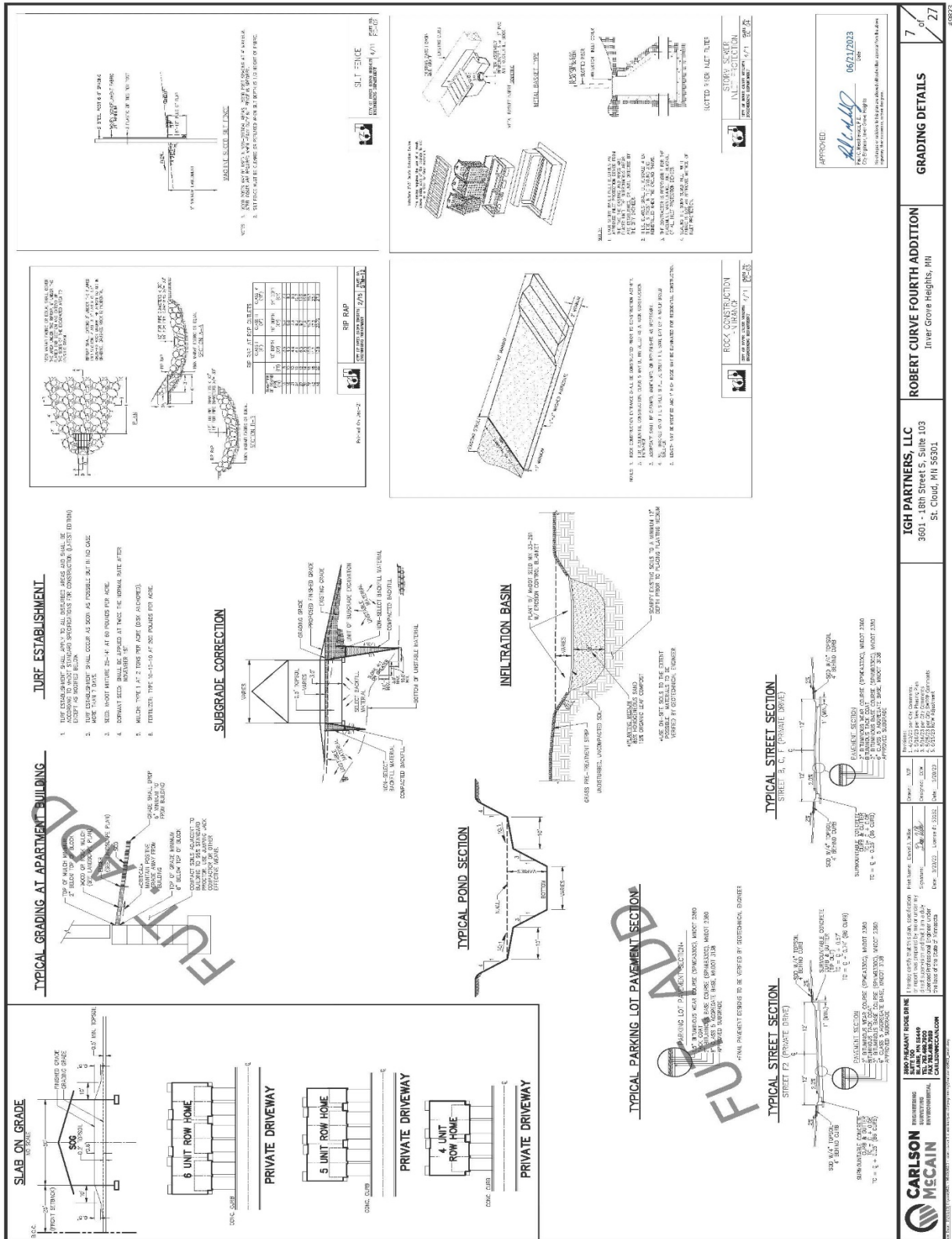
STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN

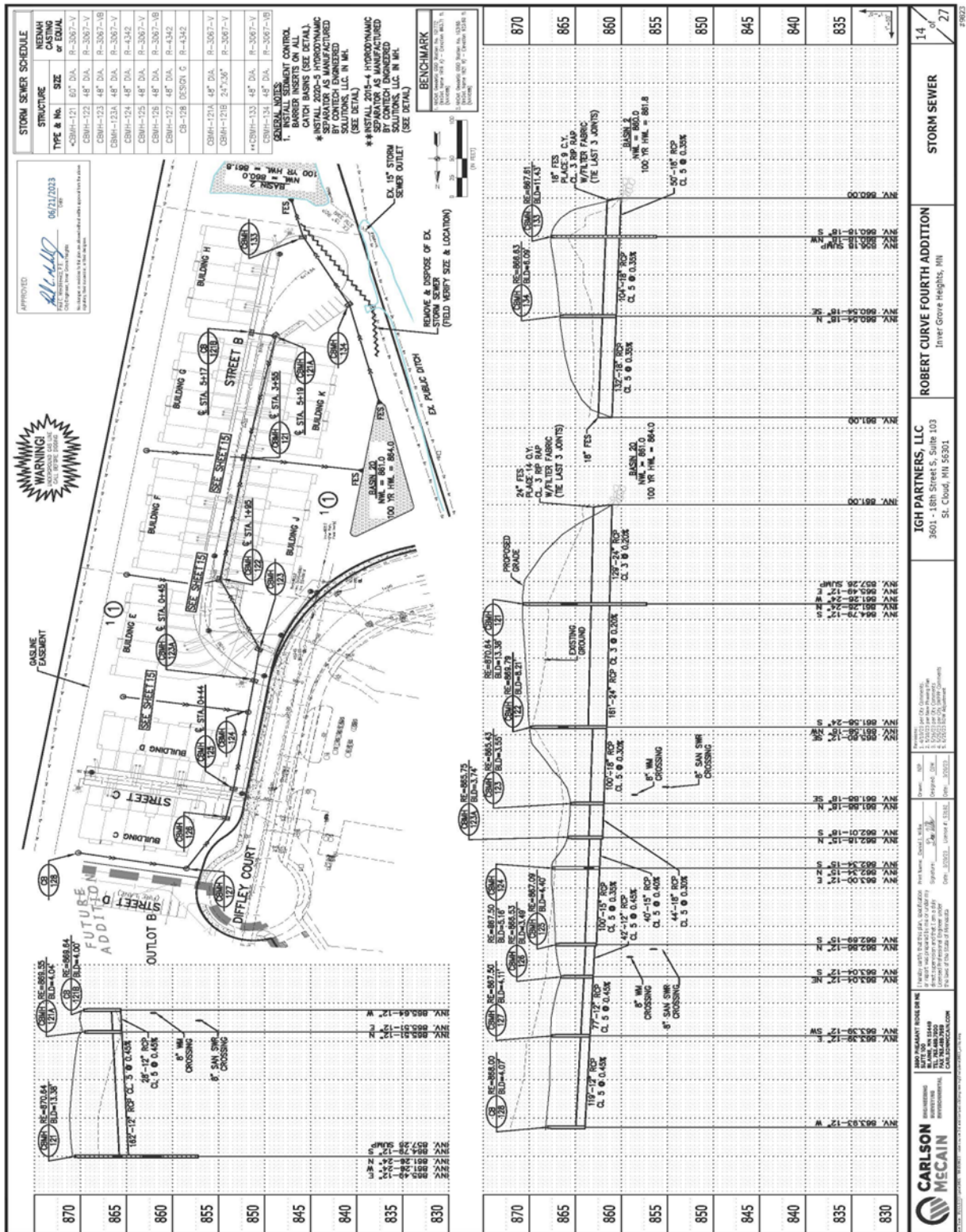


EXHIBIT C **STORMWATER FACILITY PLAN**

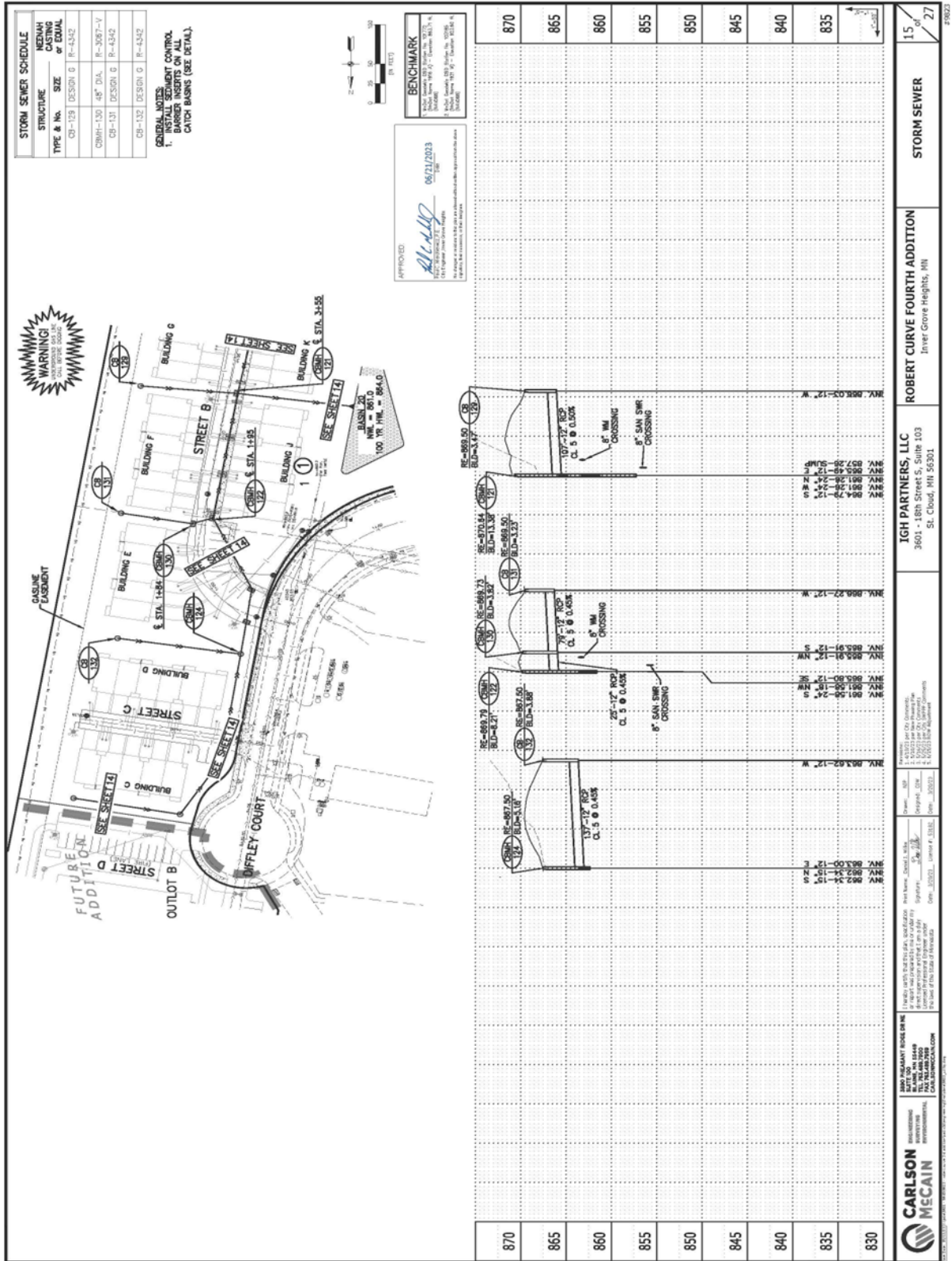


EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31st 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	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 1, BLOCK 1, ROBERT CURVE FOURTH ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 1, ROBERT CURVE FOURTH 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 Partners, 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 Landowner. “Landowner” means IGH Partners, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 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**.

1.5 City Easement. “City Easement” means the following easements located on the Subject Land:

The permanent drainage and utility easements on the Subject Land dedicated to the City (public) on the recorded plat of Robert Curve Fourth Addition, Dakota County, Minnesota.

1.6 Landowner Improvements. “Landowner Improvements” means the roadway section from the bituminous surface extending down to the bottom of class 5 of the private roads, driveways, parking areas, and vehicular turn-around-area, the concrete sidewalks, 10’ maintenance access road, bituminous trail, retaining walls, and all other related improvements located on the Subject Land lying within a portion of the City Easement that is also lying within the Improvement Area.

1.7 Improvement Area. “Improvement Area” means the area on the Construction Plan showing the area where the Landowner Improvements will be located.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future sanitary sewer, municipal water, utilities, maintenance access routes, and other utility appurtenances lying within the City Easement now or in the future.

1.9 City Costs. “City 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, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easement. City 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 Easements, and all engineering and attorneys’ fees incurred in connection therewith.

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

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

1.12 Construction Plan. “Construction Plan” means the depiction attached hereto as **Exhibit B** which identifies and describes the location of the Landowner Improvements within the City Easement on the Subject Land. The Construction Plan is on file with the City.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner is the fee title owner of the Subject Land.

Recital No. 2. The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are or will be located 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 lying within the Improvement Area.

Recital No. 4. The Landowner Improvements benefit and serve Subject Land.

Recital No. 5. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Landowner 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.
- b.) The City has the right to temporarily remove the Landowner Improvements from the City Easement 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 City Easement.
- c.) The City has the right to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

ARTICLE 3 **AGREEMENTS**

3.1 Construction and Maintenance. The Landowner Improvements may be constructed by Landowner, at Landowner's cost, within the City Easement pursuant to the approved Construction Plan and pursuant to the Development Contract between the Landowner and City dated _____, 2023 relating to the Plat of Robert Curve Fourth Addition. The Landowner Improvements shall only be constructed at the location specified in the Construction Plan and specified in the Improvement Area.

The Landowner shall perpetually maintain, replace and repair the Landowner Improvements at Landowner's sole cost and expense. City shall have no obligations with respect to the maintenance of the Landowner Improvements.

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 in the City Easement are subordinate to the rights of the City in the City Easement and in the City Easement Improvements. The use of the Improvement Area for the Landowner Improvements is subordinate to the City Easement.

3.5 Risk of Loss. The Landowner understands and agree 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.

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

Upon thirty (30) days advance written notice from the City to the Landowner, the Landowner, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such work, the City may remove 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.

Once the City's costs and expenses for such tasks 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

Notwithstanding the requirements contained in this Section 3.6 relating to a thirty (30) day Formal Notice to the Landowner, 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 to remove the Landowner Improvements 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.

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

3.8 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, or placement of additional City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Landowner, the Landowner shall, within thirty (30) days after such notice, make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If the Landowner does not perform such work and if 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 City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, 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. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.9 Remedies. If the Landowner fails to perform its 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 and 3.8, 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 Statutes, § 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.

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.

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

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

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

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

3.13 Recording. This Agreement may be recorded by the City with the Dakota County Recorder against the Subject Land.

3.14 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 parties, heirs, successors, administrators and assigns of the parties, including the City and the Landowner.

3.15 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.

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

3.17 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.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, 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 PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Scott O'Brien, to me personally known, who being by me duly sworn, did say that he is the President of IGH Partners, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Partners, LLC by authority of the Board of Governors of IGH Partners, LLC.

Notary Public

This Instrument Was Drafted By:

Bridget M. Nason, # 0437322
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

After Recording Return This Instrument To:

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

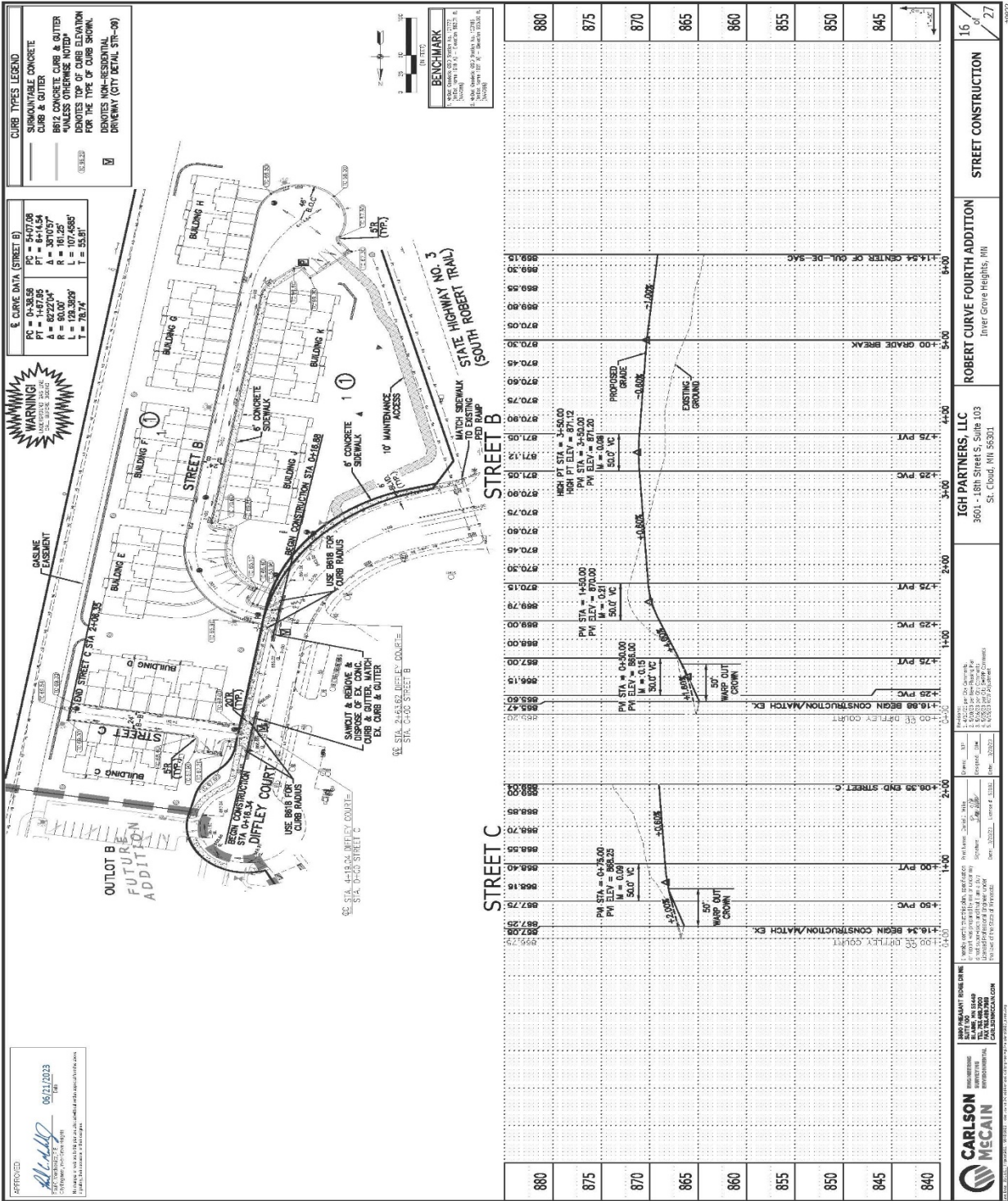
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 1, Block 1, Robert Curve Fourth Addition

CONSTRUCTION PLAN





OPEN SPACE EASEMENT

THIS OPEN SPACE EASEMENT is made on _____, by IGH PARTNERS, LLC, a Minnesota limited liability company (“**Grantor**”), to the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation (“**Grantee**”).

RECITALS

Grantor is the owner in fee simple of real property in the County of Dakota, Minnesota, which is legally described on Exhibit A attached hereto (the “**Property**”). Grantee requires this easement be implemented over the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1.) Easement - Grantor hereby grants to Grantee, its successors and assigns, a permanent easement (the “**Easement**”) for open space purposes over, under, upon and across that portion of the Property legally depicted on Exhibit B attached hereto (the “**Easement Area**”) subject to the terms and conditions set forth herein. The Easement shall run with the title to the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Property and all persons claiming under them.

2.) Restrictions on Property:

(a) Grantor hereby agrees not to perform or cause the construction of any additional improvements within the Easement Area, except for those authorized by Grantee in connection with the initial development of the plat of Robert Curve Fourth Addition, Dakota County, Minnesota.

(b) Except in connection with the operation, maintenance or repair of the improvements constructed on the Property in connection with the initial development of the plat of Robert Curve Fourth Addition, Dakota County, Minnesota, or as may be permitted by a grading or excavation permit issued by Grantee, no soil or other substance or material shall be dumped or placed as landfill or for any other purpose, reason or cause on all or any part of the Easement Area without the express prior written approval of Grantee.

(c) Nothing in this instrument shall be construed to grant a right or privilege to the general public at large to use or occupy the Easement Area for any purpose; nor shall Grantee extend such right to anyone.

3.) Governing Law - This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

GRANTEE:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, 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

**GRANTOR:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Scott O'Brien, to me personally known, who being by me duly sworn, did say that he is the President of IGH Partners, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Partners, LLC by authority of the Board of Governors of IGH Partners, LLC.

Notary Public

This Instrument Was Drafted By:

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

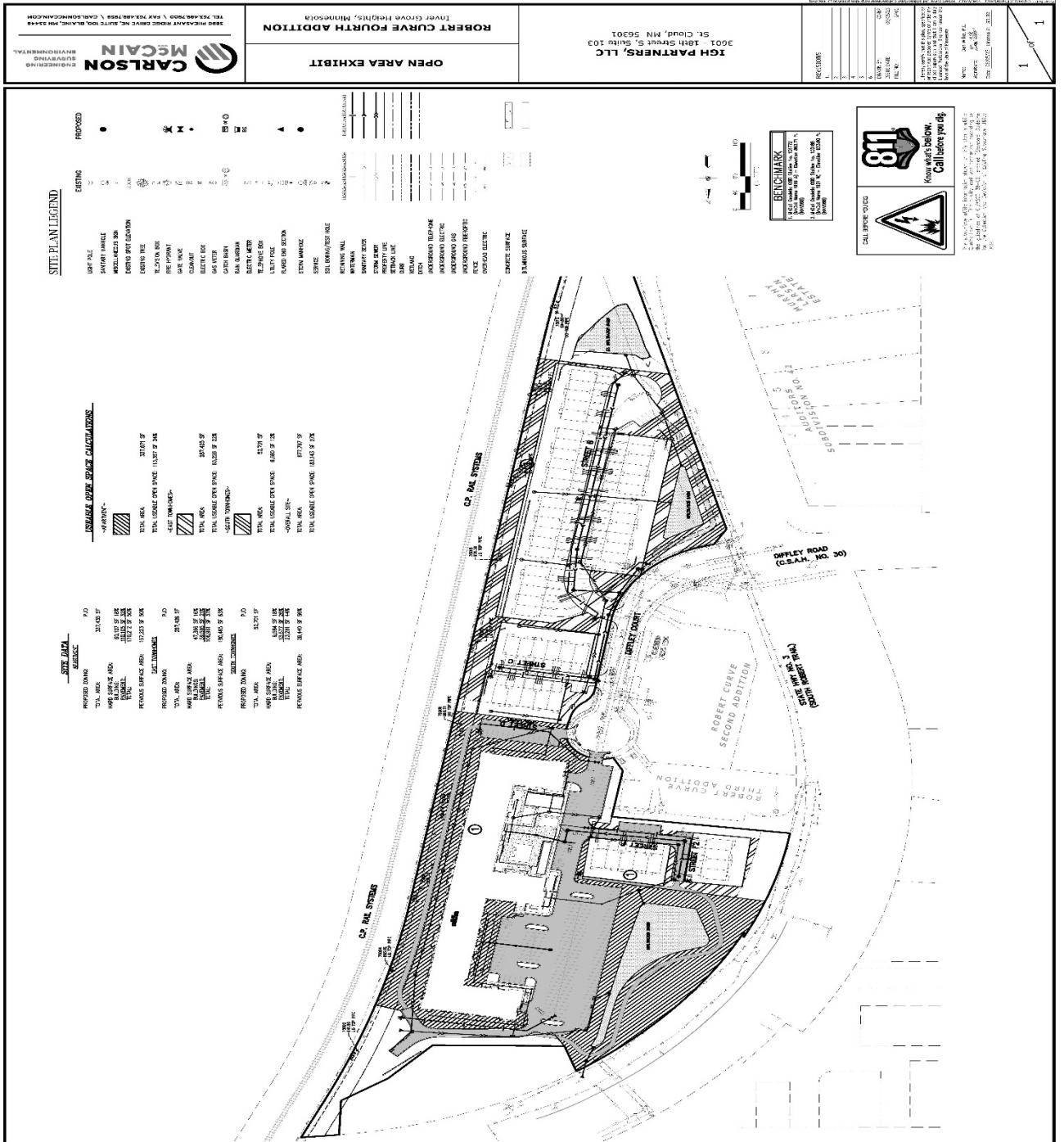
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Robert Curve Fourth Addition.

EXHIBIT B DEPICTION OF OPEN SPACE EASEMENT AREA



**DEVELOPMENT CONTRACT
FOR THE PLAT OF
ROBERT CURVE FOURTH ADDITION**

**INDEX TO CITY OF INVER GROVE HEIGHTS
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THIS DEVELOPMENT CONTRACT FOR THE PLAT OF ROBERT CURVE FOURTH ADDITION (“DEVELOPMENT CONTRACT”) is made and entered into on the _____ day of _____, 2023, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“CITY”), and IGH Partners, LLC, a Minnesota limited liability company (“DEVELOPER” and “OWNER”).

RECITALS:

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and PLAT for Robert Curve Fourth Addition; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of certain public and private utilities such as sewer and water, storm sewer, stormwater ponds, and public and private right of way improvements, as more particularly set forth herein; and

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

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete if the DEVELOPER proceeds with the DEVELOPMENT PROJECT; and

The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements, as required by **Exhibits D, E and F**.

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the CITY ENGINEER.

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

ARTICLE 1
DEFINITIONS

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

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

1.3. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Inver Grove Heights and their delegates.

1.4. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 11 of this DEVELOPMENT CONTRACT.

1.5. COUNCIL. “COUNCIL” means the City Council of the City of Inver Grove Heights.

1.6. COUNTY. “COUNTY” means Dakota County, Minnesota.

1.7. DEVELOPER. “DEVELOPER” means IGH Partners, LLC, a Minnesota limited liability company, and its successors and assigns.

1.8. DEVELOPER DEFAULT. “DEVELOPER DEFAULT” means and includes, jointly and severally, any of the following or any combination thereof (following the passing of any applicable notice and cure periods):

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under this DEVELOPMENT CONTRACT;
- b.) subject to FORCE MAJEURE, failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c.) subject to FORCE MAJEURE, failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT within thirty (30) days following DEVELOPER’S receipt of FORMAL NOTICE of such failure from the CITY; and
- d.) breach of the DEVELOPER WARRANTIES.

1.9. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached **Exhibit D**.

1.10. DEVELOPER PUBLIC IMPROVEMENTS. “DEVELOPER PUBLIC IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit D** 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.

1.11. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT CONTRACT.

1.12. DEVELOPMENT CONTRACT. “DEVELOPMENT CONTRACT” means this contract by and among the CITY, DEVELOPER, and OWNER.

1.13. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, as may be revised, updated, and approved by the DIRECTOR OF PWD, which are hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.14. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means high-density multi-family townhomes and other related improvements that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS and all planning approvals.

1.15. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on **Exhibit A**, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.16. DIRECTOR OF PWD. “DIRECTOR OF PWD” means the Director of the Public Works Department of the City of Inver Grove Heights and their delegates.

1.17. FORCE MAJEURE. “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; epidemic, pandemic, quarantine, civil commotion, governmental acts or omission, changes in laws or regulations; and fires or explosions.

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

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

**If to DEVELOPER or
OWNER:**
IGH Partners, LLC
Attention: Roger Fink
1200 – 25th Avenue South

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

1.19. 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.) Eagan-Inver Grove Heights Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.20. OWNER. “OWNER” means IGH Partners, LLC, a Minnesota limited liability company, and its successors and assigns. DEVELOPER is the OWNER of the DEVELOPMENT PROPERTY.

1.21. PLAT. “PLAT” means the plat of ROBERT CURVE FOURTH ADDITION, approved by the COUNCIL on _____, and attached hereto as **Exhibit C**.

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

1.23. PWD. “PWD” means the Public Works Department of the City of Inver Grove Heights.

1.24. SURETY. “SURETY” means an irrevocable letter of credit in a form acceptable to the City Attorney or cash deposit with the CITY.

1.25. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, any of the following: utility companies, including electric, gas, telecommunications (cable, phone, fiber optic, etc.), and pipeline companies.

ARTICLE 2

PLAT APPROVAL

2.1. PLAT APPROVAL. The COUNCIL approved the PLAT. All conditions contained in the CITY Council Resolution approving the PLAT shall be considered a condition of this DEVELOPMENT CONTRACT.

2.2. PLAT DENSITY AND PUD. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning and the approved Planned Unit Development (PUD) plans for the PLAT.

2.3. RECORDING OF PLAT AND RELATED AGREEMENTS. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT as well as the Stormwater Facilities Maintenance Agreement, Natural and Open Space Easement, and Encroachment Agreement for Private Improvements with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT, the DEVELOPMENT CONTRACT, and the Stormwater Facilities Maintenance Agreement, Natural and Open Space Easement, and Encroachment Agreement have been recorded with the COUNTY Recorder and the CITY has received the financial assurances and obligations required in Article 14 and Exhibit G.

ARTICLE 3

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ARTICLE 4

DEVELOPER IMPROVEMENTS

4.1. DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances of the CITY or any amendments thereto and any miscellaneous requirements on **Exhibit D**, attached hereto, subject to Section 6.1.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on **Exhibit D**, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD, which shall not be unreasonably withheld, conditioned, or delayed. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this DEVELOPMENT CONTRACT shall be

deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2. GRADING MATERIAL. The DEVELOPER shall insure that adequate and suitable grading material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. GRADING/DRAINAGE PLAN, EASEMENTS.

- a.) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY surface water management plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the PLAT.
- b.) DEVELOPER shall dedicate drainage and utility easements as shown on the PLAT. Additional utility and drainage easements that may be required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of the Certificate of Occupancy to DEVELOPER, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the DEVELOPER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in AUTOCAD format after the final rough grading is complete.

4.4. STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the

development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded with acceptable turf establishment, and 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 12. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1. PARK CONTRIBUTION. The DEVELOPER shall comply with the park dedication requirements as defined in the CITY Code and the requirements of the Joint Powers Agreement between the CITY and the City of Eagan. The Park dedication fees to be paid by DEVELOPER are identified in **Exhibits E and G** and must be paid prior to the release of the PLAT.

ARTICLE 6 **OTHER PERMITS**

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

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

8.4. FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Section 10.1(I) become defective or damaged in the reasonable opinion of the CITY.

8.5. CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 11.1 and 10.1 and except as provided in the agreements listed paragraph 5 of **Exhibit E**.

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

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan

with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

11. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. Final as-built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.
15. Final as-built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must be located within $\pm 0.5'$ horizontal and be topologically correct on the Dakota County coordinates system. All features and critical attributes must be complete and consistent with submitted as-built plans. The as-built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

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

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees, if the CITY is the prevailing party in any such enforcement action. The CITY shall pay the DEVELOPER for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including engineering costs and reasonable attorneys' fees, if the DEVELOPER is the prevailing party in any such enforcement action.

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

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a.) **OWNER OF REAL PROPERTY.** DEVELOPER is the OWNER the real property identified on **EXHIBIT A.**
- b.) **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- c.) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

- d.) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- e.) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- f.) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- g.) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf to the best of its knowledge contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- h.) **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- i.) **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All live plantings, including but not limited to trees, shrubs, and grasses shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

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

- j.) **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.
- k.) **FEE TITLE.** DEVELOPER is the OWNER and owns fee title to the property within the PLAT.

ARTICLE 11 **CITY WARRANTIES**

11.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a.) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b.) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

ARTICLE 12 **INDEMNIFICATION OF CITY**

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS;

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) approval by the CITY of the PLAT;
- e.) approval by the CITY of the DEVELOPMENT PLANS;
- f.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays that are not reasonable in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

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

ARTICLE 13
CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY.

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

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

13.4. EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DPW, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY.

ARTICLE 14 **FINANCIAL OBLIGATIONS**

14.1 SURETY REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the CITY the required SURETY for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total SURETY amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, if a letter of credit is used for some or all of the required SURETY, shall be subject to approval by the City Finance Director and City Attorney, and any letter of credit shall continue to be in full force and effect until released by the CITY. Any irrevocable letter of credit shall be for a term ending no sooner than December 31, 2025. 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, 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 or other SURETY shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2025.

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 D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the SURETY may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2. SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS.

Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the 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 10.1(I) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%). Upon completion and acceptance by CITY Of all DEVELOPER IMPROVEMENTS, the CITY will issue a written notification of completion and acceptance of the DEVELOPER IMPROVEMENTS to the DEVELOPER.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an additional SURETY equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which SURETY may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable SURETY, shall remain in force for such time as the CITY reasonably deems necessary, not to exceed three (3) years. In the event that work which is concealed was done without first allowing CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15
MISCELLANEOUS

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

15.2. ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing

requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

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

15.5. RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

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

15.7. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, such permission shall not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT CONTRACT. Upon satisfaction by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the COUNCIL, the DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells Lot 1, Block 1 of the PLAT, any outlot, the entire PLAT, or any part of it.

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

15.9. GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by

and construed in accordance with the laws of the State of Minnesota.

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

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

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

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

15.14. WRITTEN CONFIRMATION OF COMPLETION OF DEVELOPMENT CONTRACT REQUIREMENTS. From time to time, upon written request of the DEVELOPER, the CITY shall execute and deliver written confirmation regarding the satisfaction or completion by DEVELOPER of certain requirements contained in this DEVELOPMENT CONTRACT and stating that no EVENTS OF DEFAULT exist under the terms of this DEVELOPMENT CONTRACT at the time the DEVELOPER's request is made to the CITY.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER AND OWNER:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2023, before me a Notary Public within and for said County, personally appeared Scott O'Brien, to me personally known, who being by me duly sworn, did say that he is the President of IGH Partners, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Partners, LLC by authority of the Board of Governors of IGH Partners, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

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

Lot 1, Block 1, and Outlot A and Outlot B, Robert Curve Fourth Addition.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
COVER	3/20/2023 REV 6/15/2023	Daniel J. Wilke
EXISTING CONDITIONS INDEX	3/20/2023	Daniel J. Wilke
EXISTING CONDITIONS	3/20/2023	Daniel J. Wilke
GRADING DEVELOPMENT & EROSION CONTROL PLAN	3/20/2023 REV 6/15/2023	Daniel J. Wilke
GRADING DETAILS	3/20/2023 REV 6/15/2023	Daniel J. Wilke
RETAINING WALL PROFILES	3/20/2023 REV 6/15/2023	Daniel J. Wilke
STORM WATER POLLUTION PREVENTION PLAN	3/20/2023 REV 6/15/2023	Daniel J. Wilke
SITE PLANS	3/20/2023 REV 6/15/2023	Daniel J. Wilke
INDEX	3/20/2023 REV 6/15/2023	Daniel J. Wilke
SANITARY SEWER & WATERMAIN	3/20/2023 REV 6/15/2023	Daniel J. Wilke
STORM SEWER	3/20/2023 REV 6/15/2023	Daniel J. Wilke
STREET CONSTRUCTION	3/20/2023 REV 6/15/2023	Daniel J. Wilke
SIGNING AND STRIPING PLAN	3/20/2023 REV 6/15/2023	Daniel J. Wilke
DETAILS	3/20/2023 REV 6/15/2023	Daniel J. Wilke
LANDSCAPE DETAILS	3/20/2023 REV 5/10/2023	Ryan J. Ruttger

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on June 21, 2023.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time by the City Engineer or Director of Public Works.

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EXHIBIT D
DEVELOPER IMPROVEMENTS

The items checked with an “X” below are the DEVELOPER IMPROVEMENTS. The items checked with “PUBLIC” below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit	utilities (sanitary sewer and watermain and storm sewer)
X	prior to obtaining a building permit	sanitary sewer and water service lines
X	prior to obtaining a building permit	Storm Water Facilities (private piping and pre-treatment pond) constructed to a functional level approved by the CITY ENGINEER

X	prior to obtaining a certificate of occupancy	Driveways and private roads including the private parking areas**
X PUBLIC	prior to obtaining a certificate of occupancy	Sidewalks**
X	prior to obtaining a certificate of occupancy	trail
X	prior to obtaining a certificate of occupancy	lot landscaping **

The DIRECTOR of PWD may extend the dates contained in this **Exhibit D**.

** The private roads and parking areas must be completed before issuance of a certificate of occupancy for the individual townhome buildings or units. Lot landscaping and construction of the townhome driveways and public sidewalk must be completed prior to issuance of a certificate of occupancy for the individual townhome units or buildings; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy except landscaping, driveways, and sidewalks have been met, then the CITY will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping, driveways, and sidewalks no later than the following June 15th. If a temporary certificate of occupancy is issued, the CITY ENGINEER may require DEVELOPER to deposit an additional surety with the CITY in the amount reasonably determined by the CITY ENGINEER as equivalent to 1.25 times the anticipated cost of construction of the incomplete landscaping, driveways, and public sidewalk. Such additional surety must be deposited prior to issuance of any temporary certificate of occupancy.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must provide title evidence in the form of a title insurance policy or other evidence acceptable to the CITY attorney that shows that the DEVELOPER is the OWNER of the DEVELOPMENT PROPERTY.
 - b.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the required SURETY in the form of an irrevocable letter of credit or cash escrow in the amounts required in this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must pay all cash deposits and fees and charges required by this DEVELOPMENT CONTRACT.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - f.) DEVELOPER must execute and deliver the documents listed in paragraph 5 of this **Exhibit E**. The form of the documents shall be subject to the approval of the City Attorney.
 - g.) The DEVELOPER must obtain from the City of Eagan a written confirmation that the City of Eagan has agreed to allow sanitary sewer and water connections to be made from the PLAT to the connection points in the City of Eagan.
 - h.) DEVELOPER must pay park dedication fees as required in paragraph 10 of this **Exhibit E**.
 - i.) DEVELOPER must pay to the CITY all of the connection fees identified below:

CITY/City of Eagan Fees	Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees	\$ 87,840.00	\$ 91,660.50	\$ 122,859.02	\$ 302,359.52

2.) **BUILDING PERMITS.** Prior to issuance of a building permit for any structure on Lot 1, Block 1, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Section 1 of this **Exhibit E** have been met.
- b.) The notice of completion of vacation for drainage and utility easements has been recorded prior to the PLAT being recorded.
- c.) The PLAT is recorded with the Dakota County Recorder.
- d.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 5 of this **Exhibit E** have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
- e.) The public Storm Water Facilities and the private Storm Water Facilities (including piping and pre-treatment pond) must be constructed to a functional level reasonably approved by the CITY ENGINEER.
- f.) General site, grading, drainage, erosion control, seeding and retaining walls must be completed.
- g.) Utilities (sanitary sewer and water and storm sewer) must be installed.
- h.) Sanitary sewer and water service lines must be installed.
- i.) DEVELOPER has paid the CITY for the utility building permit connection fees including a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee, water core connection fee, and any other fees required by the JPA or CITY code or fee schedule to be paid prior to issuance of a building permit.

3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of a certificate of occupancy for any building or structure within the PLAT, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions listed in Sections 1 and 2 of this **Exhibit E** must be satisfied.
- b.) The public Storm Water Facilities and the private Storm Water Facilities (including piping and pre-treatment pond) must be completed and approved by the CITY ENGINEER, except that a Temporary Certificate of Occupancy may be issued if the Storm Water Facilities are completed except for the installation of the pond medium. No final certificate of occupancy shall be issued for any building or structure until the pond medium has been installed and the Storm Water Facilities have received final approval from the City Engineer.
- c.) Lot landscaping must be completed for the individual townhome buildings; provided,

however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue a temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.

- d.) The private road and parking areas must be completed.
- e.) The driveways and public sidewalk must be completed.
- f.) The private street lights must be installed.
- g.) As built surveys have been received by the CITY.

Notwithstanding the foregoing, a temporary certificate of occupancy may be issued on a unit by unit or building-by-building basis provided that all of the requirements of this section except for installation of the items in sections 3(c) and 3(e) are completed, provided that the request is made in the months of October through May, and further provided that all related permits have passed final inspection and all life safety provisions of the building code have been met. The Temporary Certificate of Occupancy will list the specific conditions and deadlines to complete the requirements of section 3(c) and 3(e) above. If a temporary certificate of occupancy is issued, the CITY ENGINEER may require DEVELOPER to deposit an additional surety with the CITY in the amount reasonably determined by the CITY ENGINEER as equivalent to 1.25 times the anticipated cost of construction of the incomplete landscaping, driveways, and public sidewalk. Such additional surety must be deposited prior to issuance of any temporary certificate of occupancy and shall be released upon the CITY ENGINEER's determination that the incomplete improvements are complete.

- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The SURETY amount stated on **Exhibit F** includes an appropriate amount as determined by the DIRECTOR of PWD to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below. The below-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT:
 - a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.

- b.) DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the stormwater facilities located within Lot 1, Block 1 of the PLAT.
 - c.) DEVELOPER must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the Landowner Improvements located within the CITY drainage and utility easements within Lot 1, Block 1 of the PLAT.
 - d.) DEVELOPER must execute a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for portions of the property identified as open space within Lot 1, Block of the PLAT.
 - e.) DEVELOPER must execute a sidewalk easement for any portion of the public sidewalk located on Lot 1, Block 1 of the PLAT.
- 6.) **PHASED DEVELOPMENT.** DEVELOPER has requested and CITY has approved a Phased Development Plan for the development of the PLAT as part of a Planned Unit Development (PUD). Phase 1 of the Phased Development Plan is the development of Lot 1, Block 1, ROBERT CURVE FOURTH ADDITION with eight townhome buildings as shown on the Phasing Exhibit prepared by Carlson McClain and dated 3.20.2023 (Phasing Exhibit) and on file with the City. DEVELOPER acknowledges and agrees that it will be required to replat OUTLOTS A and B of the PLAT in order to proceed with Phase II of the development, which will consist of the construction of the approved apartment building, to be located on replatted OUTLOT B, and the construction of townhomes identified as Building A and Building B located on OUTLOT A and OUTLOT B on the Phasing Exhibit. The Development is being developed as a cohesive Planned Unit Development (PUD) with density, site coverage, setbacks, uses, and PUD flexibilities approved by the CITY for the Development as a whole (Phase I and Phase II). Development of Phase II shall occur in conformity with the previously-approved DEVELOPMENT PLANS and PUD approvals. DEVELOPER further acknowledges and agrees that a separate development contract will be required for the Phase II Development, and that Developer shall be required to pay all applicable costs and fees, including but not limited to stormwater plat connection fees, water plat connection fees, sewer connection fees, and park dedication fees at the then-current rates, for the Phase II Development, including payment to the CITY of all fees and charges required to be paid by the CITY to the City of Eagan pursuant to the JPA for the Phase II Development
- 7.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN.** While the PLAT is within the City of Inver Grove Heights, trunk water and sanitary sewer facilities that will serve the PLAT are being extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the extension to occur and to enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.

The DEVELOPER acknowledges and agrees that the JPA benefits the PLAT and that the

PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER hereby assumes and agrees to pay all the financial obligations of the City of Inver Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, review by the City of Eagan per Section 3.7 of the JPA, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees, as that term is defined in the JPA. Without limiting the foregoing, DEVELOPER agrees as follows:

- a.) Prior to release of the PLAT for recording, and prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER shall obtain the written approval of Eagan for the PLAT, the DEVELOPMENT PLANS, and the DEVELOPER PUBLIC IMPROVEMENTS pursuant to Article 13 of the JPA. DEVELOPER shall pay to the CITY any amount due to the City of Eagan for Eagan's plan review fees.
- b.) Prior to the release of the PLAT, DEVELOPER must pay to the CITY the required sanitary sewer, water, and storm water area charges imposed by the CITY/City of Eagan for land within the PLAT.
- c.) The DEVELOPMENT PLANS shall comply with Section 3.1 of the JPA; the construction of DEVELOPER PUBLIC IMPROVEMENTS shall comply with Section 3.2 of the JPA; and the DEVELOPER shall obtain all necessary easements for construction and for the permanent DEVELOPER PUBLIC IMPROVEMENTS. The DEVELOPER is responsible for the costs of constructing the DEVELOPER PUBLIC IMPROVEMENTS and does hereby assume and relieve the City of Inver Grove Heights from all costs identified in Sections 3.3 and 3.4 of the JPA.
- d.) Any costs and expenses incurred by the City of Inver Grove Heights under Section 3.7 of the JPA shall instead be paid by DEVELOPER to the City of Inver Grove Heights, and the CITY shall make such payments to the City of Eagan as are required under the JPA. This shall remain an ongoing obligation of DEVELOPER and OWNER as long as the DEVELOPMENT PROPERTY is considered part of the property (as that term is defined in the JPA) for purposes of the JPA.
- e.) Prior to release of the PLAT for recording, DEVELOPER shall provide the City of Inver Grove Heights and the City of Eagan with evidence of general risk liability insurance and workers compensation insurance, naming the City of Eagan (if required by the City of Eagan) and the City of Inver Grove Heights as an additional insureds, covering all work to be performed within the City of Inver Grove Heights and the City of Eagan, if any. The filing and procurement of such insurance shall be in lieu of the obligation of the City of Inver Grove Heights relating to insurance as referred in Section 3.9 of the JPA.
- f.) Prior to release of the PLAT for recording and prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER shall pay to the

CITY the PLAT trunk area charges identified in Section 5.1 of the JPA.

- g.) Prior to the release of the PLAT for recording, the DEVELOPER shall pay to the CITY the park contributions fees (park dedication fees) required by the CITY/City of Eagan for Lot 1, Block 1 of the PLAT. Park dedication fees for the two outlots in the PLAT shall be calculated at paid at the time of replatting of those lots pursuant to the Development Contract between the then-owner of the outlot and the CITY.
- h.) At the time obtaining building permits, the DEVELOPER shall pay to the CITY the connection fees identified in Sections 6.1 and 6.2 of the JPA.
- i.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water, sanitary sewer, and stormwater utility user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

- j.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the DEVELOPER to the City of Inver Grove Heights as they become due.
 - k.) It is the intent of the parties that all fees, charges, and other costs or expenses required to be paid by the CITY to the City of Eagan related to the development of the DEVELOPMENT PROPERTY pursuant to the JPA shall be paid to the CITY by the DEVELOPER. Notwithstanding anything to the contrary herein, for all connection fees, charges, and other costs or expenses that are required to be paid by the CITY or DEVELOPER to the City of Eagan pursuant to the JPA, DEVELOPER agrees to pay such connection fees, charges, and other costs or expenses to the City of Inver Grove Heights at the higher of the rates charged by the CITY or the City of Eagan for such fees, charges, and other costs or expenses imposed by the City of Eagan or the City of Inver Grove Heights.
- 8.) **PLAT NOT TO BE RELEASED UNTIL DEVELOPER PAYS THE CITY FOR ALL REQUIRED SEWER AND WATER TRUNK CHARGES AND FOR STORM WATER AREA FEES, INCLUDING THOSE TO BE PAID TO THE CITY OF EAGAN.** The PLAT shall not be released for recording until the DEVELOPER pays to the CITY the following:
- a.) trunk area charges for sewer and water for those areas that Eagan determines the charges attributable thereto must be paid at the time of plat connection; and
 - b.) storm water area fees for those areas that Eagan determines the charges attributable thereto must be paid at the time of plat connection.

- 9.) **TREE PRESERVATION REQUIREMENTS.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met.
- 10.) **PARK CONTRIBUTION FEE.** Prior to release of the PLAT, DEVELOPER must pay the City of Inver Grove Heights the required park contribution fee for the Development which shall be paid at rate established by the Inver Grove Heights fee schedule or the City of Eagan, whichever amount is higher. The Eagan Park Dedication Fee for PHASE 1 is \$193,230.00, calculated as follows: 45 units x \$4,294/unit. DEVELOPER acknowledges and agrees that pursuant to the JPA, the CITY shall remit that portion of the Park Dedication Fees required to be paid to the City of Eagan pursuant to the JPA to the City of Eagan.
- 11.) **OPEN SPACE EASEMENT.** The DEVELOPER shall be responsible to insure the open space as shown on the Open Area Exhibit remains as open space. An open space easement or other agreement suitable to the City shall be executed by DEVELOPER prior to the release of the PLAT and may be recorded if requested by the CITY to ensure the continued operation and maintenance of the open space areas and amenities.
- 12.) **SIDEWALK.** DEVELOPER shall construct the sidewalk shown on the DEVELOPMENT PLANS in accordance with all required CITY specifications.
- 13.) **STREETLIGHTS.** DEVELOPER shall provide a private street light plan to the CITY prior to release of the PLAT. DEVELOPER shall be responsible for paying its proportionate share of the street light costs for the public street light located on Diffley Court adjacent to the PLAT.
- 14.) **RELEASE OF DEVELOPMENT CONTRACT.** After completion by DEVELOPER of all DEVELOPER requirements imposed by this DEVELOPMENT CONTRACT, including acceptance by the CITY of all DEVELOPER PUBLIC IMPROVEMENTS and expiration of all applicable warranty periods, including any extended warranty periods, and provided there is no DEVELOPER DEFAULT and all requirements of this DEVELOPMENT CONTRACT have been satisfied, DEVELOPER may request that CITY execute and record a notice of termination of this DEVELOPMENT CONTRACT.
- 15.) **HOURS OF CONSTRUCTION.** DEVELOPER shall comply with the requirements found in City Code Section 5-5-12 related to construction activities and noise.

EXHIBIT F

SURETY CALCULATION FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage, Erosion Control and Turf Est.	\$ 60,000
2.)	Sanitary Sewer	\$ 161,905
3.)	Watermain	\$ 191,300
4.)	Storm Water Facilities (basins, engineered soils and native vegetation)	\$ 64,000
5.)	Street (Private)	\$ -0-
6.)	Retaining Walls (includes fencing)	\$ -0-
7.)	Landscaping (Planning)	\$ -0-
8.)	Construction debris clean up	\$ 8,000
9.)	Certified As-Builts	\$ 10,000
SUBTOTAL		\$ 495,205
Multiplied by		<u>1.25</u>
TOTAL SURETY:		\$ 619,006.25

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

- \$50,000 City inspection and engineering consultant fees
- **\$50,000** **TOTAL Additional Cash Engineering Escrow Amount**

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

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

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all townhome units within the plat; and
- c.) All lots in the plat meet the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation has been established to the reasonable satisfaction of the City.

To the extent the engineering inspection charges, or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

**EXHIBIT G: SUMMARY OF FEES AND CHARGES REQUIRED TO BE PAID BY
DEVELOPER PRIOR TO RELEASE AND RECORDING OF PLAT**

<u>FEE</u>	AMOUNT	DEVELOPMENT CONTRACT SECTION
Sanitary Sewer Plat Connection Fee (Sanitary Sewer Trunk Fee)	\$87,840.00	Exhibit E, paragraph 1
Water Plat Connection Fee (Water Trunk Fee)	\$91,660.50	Exhibit E, paragraph 1
Storm Water Plat Connection Fee (Storm Water Trunk Fee)	\$122,859.02	Exhibit E, paragraph 1
Park Dedication Fee	\$193,230.00	Exhibit E, paragraph 10
TOTAL	\$495,589.52	

Any amounts required to be paid by DEVELOPER under the terms of this DEVELOPMENT CONTRACT but not listed above still be required to be paid by DEVELOPER prior to release of the PLAT.

Fees listed above do not include any additional fees required to be paid by the City of Eagan per the JPA and outlined herein in **Exhibit E**, paragraph 7; DEVELOPER shall be responsible for paying such additional fees to the CITY prior to release of the PLAT.

Fees listed above do not include fees required to be paid by DEVELOPER at time of issuance of a building permit or connection to municipal sewer and water, including but not limited to water core connection (service charge/connection), sanitary sewer core connection fee (trunk connection charge), water building permit fee (supply and storage fee) water treatment plant fee, MCES SAC fee, and sanitary sewer building permit connection unit fees. Fees required to be paid prior to issuance of a building permit or connection to municipal sewer or water will be calculated at the time of application for a building permit/connection to municipal sewer or water.



Request for Council Action

SUBJECT: **Interim Use Permit Extension to Allow the Continued Operation of a Park-and-Ride (Fly) Facility**

MEETING DATE: July 10, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider an Interim Use Permit extension to allow the continued operation of a park-and-ride facility located at 5567 Bishop Avenue (AmericInn - Case No. 23-24IUP) commonly referred to as a park-and-fly lot.

- Requires: 4/5th vote
- 60-day deadline: July 21, 2023

BACKGROUND

AmericInn, located at 5861 Blaine Avenue, received a five-year Interim Use Permit (IUP) in May 2018 to operate a 250-space, park-and-ride facility at the AMC movie theatre parking lot to accommodate a park-and-fly business for customers. The IUP was necessary because the park-and-fly use is not provided for in city ordinance. Five years ago, the use was viewed as a temporary need until such time as AmericanInn constructed its own lot on hotel property or discontinued operating this interim use park-and-fly business in the city. The 5 year IUP expired May 2023.

Now, the applicant is requesting a one-time, Interim Use Permit extension to continue the operation of the park-and-ride/fly facility for an additional five years.

An interim use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permit the use. Interim uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans. However, they may have merit as uses for some intermediary period of time.

Staff is recommending the IUP be reduced to 150-spaces to be consistent with the current lease agreement between the hotel and the AMC theater, and to allow only a one-year extension of the IUP. Staff believes the excess theater parking to have high redevelopment potential. The long-term continuation of a low intensity use, such as a park-and-ride, is not consistent with the goal of encouraging economic growth. City staff and the city's contracted retail recruitment specialist have had direct contact with AMC real estate representatives to discuss future retail/commercial redevelopment of the surplus parking at the theater. They are receptive to considering new development that would complement the movie theater as a destination, but suggest the transition may take more than 1 year.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Staff: Staff supports the request for an extension to the Interim Use Permit but differs with the applicant on the length of time of the extension and the number of spaces allowed. Staff is recommending a reduction to 150 parking spaces for a one-year extension.

Planning Commission: At the June 20,2023 public hearing, the Planning Commission recommended approval of the IUP extension as requested by the applicant, with a 250-space park-n-ride for an additional five years, stating they do not want to reduce the number of spaces as the lease agreement between the two entities could change (8-0).

The attached Resolution has been drafted with a fill-in-the-blank space for the number of parking spaces and the number of years the IUP is being granted for. A Councilmember making a motion to adopt the Resolution is asked to specify the number of parking spaces and number of years their motion includes.

ATTACHMENTS

1. Resolution
2. Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERIM USE PERMIT EXTENSION TO ALLOW A PARK-
AND-RIDE FACILITY TO BE OPERATED AT 5567 BISHOP AVENUE**

**CASE NO. 23-24IUP
(AmericInn)**

WHEREAS, the request is for the property located at 5567 Bishop Avenue, Inver Grove Heights and legally described as:

Lot 1, Block 1, Bishop Heights, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application for an interim use permit extension has been submitted to allow the continued operation of the park-and-ride facility;

WHEREAS, the request has been reviewed against Title 10, Chapter 14, regarding the criterion for an Interim Use Permit and meets the minimum standards;

WHEREAS, a public hearing concerning the interim use permit extension was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on June 20, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit extension for a park-and-ride facility is hereby approved subject to the following conditions:

1. The park-and-ride facility shall be limited to _____ parking spaces as identified on the aerial site plan dated June 7, 2023 on file with the Planning Department.
2. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their existing hotel site or for a period of _____ years from the City Council approval date, whichever happens first. This is the final park-and-ride Interim Use Permit that can be issued for this property. No further Interim Use Permits for a park-and-ride are allowed at this site.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.

4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.
5. Security shall be provided by the operator of the park-and-ride facility between the hours of 10 pm – 6 am, 7 days a week.

Passed this ____10th__ day of ____July____, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Planning Commission Report

MEETING DATE:	June 20, 2023
CASE NO:	23-24IUP
APPLICANT:	AmericInn Hotel
PROPERTY OWNER:	Realty Income Corporation (AMC Theatre)
REQUEST:	Interim Use Permit extension to allow a park-and-ride facility.
LOCATION:	5567 Bishop Avenue
COMPREHENSIVE PLAN:	RC, Regional Commercial
ZONING:	PUD, Planned Unit Development
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- An Interim Use Permit extension to allow the continued operation of a park-and-ride facility.

BACKGROUND

AmericInn, located at 5861 Blaine Avenue, received an Interim Use Permit (IUP) in May 2018 to operate a 250 space, park-and-ride facility at the AMC movie theatre parking lot. The IUP was approved for a maximum of five years.

The applicant is requesting a one-time, Interim Use Permit extension to continue the operation of the park-and-ride facility on the AMC movie theater property for an additional five years.

Several years ago, the movie theater updated the seating in their facility, resulting in an overall reduction of theater seats. Due to the remodel, the theater is overparked based on the requirement of one space per four seats. The temporary use on the property to store vehicles for a park-and-fly does not appear to have an impact on the existing theater business or the overflow parking for B-52's located on the south side of the property. The park-and-ride facility is located on existing impervious surface; no site improvements were added or have been proposed to accommodate the interim use.

EVALUATION OF REQUEST

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

North:	Vacant	Zoned: Comm PUD, Commercial Planned Unit Development	Guided: Regional Commercial
West:	Highway 52		
South:	B-52's Restaurant	Zoned: PUD, Planned Unit Development	Guided: Regional Commercial
East:	Aspen Medical Building & Valvoline	Zoned: PUD, Planned Unit Development	Guided: Regional Commercial

Engineering: Engineering has reviewed the request and takes no exception to the proposed plans as there are no site improvements proposed on the property.

INTERIM USE PERMIT

Interim Use is defined as a temporary use of a property until a specific date, occurrence of a particular event, or until zoning regulations no longer permits. Interim Uses are typically uses that are not appropriate based upon strict application of Zoning Code restrictions, existing development and proposed future land-use plans. However, they may have merit as uses for some intermediary period of time. A one-time extension of an Interim Use Permit approval may be granted by the City Council. Upon expiration of an Interim Use Permit, the property owner shall not request a new Interim Use Permit for the same Interim Use on the property.

The applicant is asking for a similar request that was approved with the original IUP. They are requesting an additional five years to continue to operate the 250 space, park-and-ride on the movie theatre parking lot. AmericInn leases the northeast corner of the theatre lot for the park-and-ride operation. The area is not fenced in or separated from the theatre parking.

Since the approval of the park-and-ride facility in 2018, the number of public safety calls on the property continues to increase. The applicant has stated security checks are performed nightly on the property, but there is no full-time, on-site security.

The City received an email from the AMC Theatre group that stated the lease agreement with AmericInn has changed over the years and the current agreement is for 150 park-and-fly spaces. The current lease between the two entities terminates in July 31, 2023.

Staff is recommending the IUP be reduced to 150 spaces to be consistent with the current lease agreement and allow a one-year extension of the IUP. Staff believes this area has high redevelopment potential. The City's intent is to encourage economic growth. An infill redevelopment of a portion of the parking lot would increase tax base and add employment. The long-term continuation of a low intense use, such as a park-and-ride, is not consistent with these goals.

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 actions should be recommended for approval:

Approval of a one-time Interim Use Permit extension to allow a park-and-ride facility as proposed subject to the following conditions (~~old language~~, proposed language):

1. The park-and-ride shall be limited to ~~250~~ 150 parking spaces as identified on the aerial site plan dated June 7, 2023 on file with the Planning Department.
2. The Interim Use Permit shall be valid ~~until the applicant constructs a permanent parking area adjacent to their existing hotel site or for a period of five (5)~~ one (1) years from the City Council approval date, ~~whichever happens first.~~ This is the final park-and-fly Interim Use Permit that can be issued for this property. No further Interim Use Permits for a park-and-fly are allowed.
3. The park-and-ride facility shall not be utilized for open storage of goods, or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.
5. Security shall be provided by the operator of the park-and-ride facility between the hours of 10 pm – 6 am, 7 days a week.

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

RECOMMENDATION

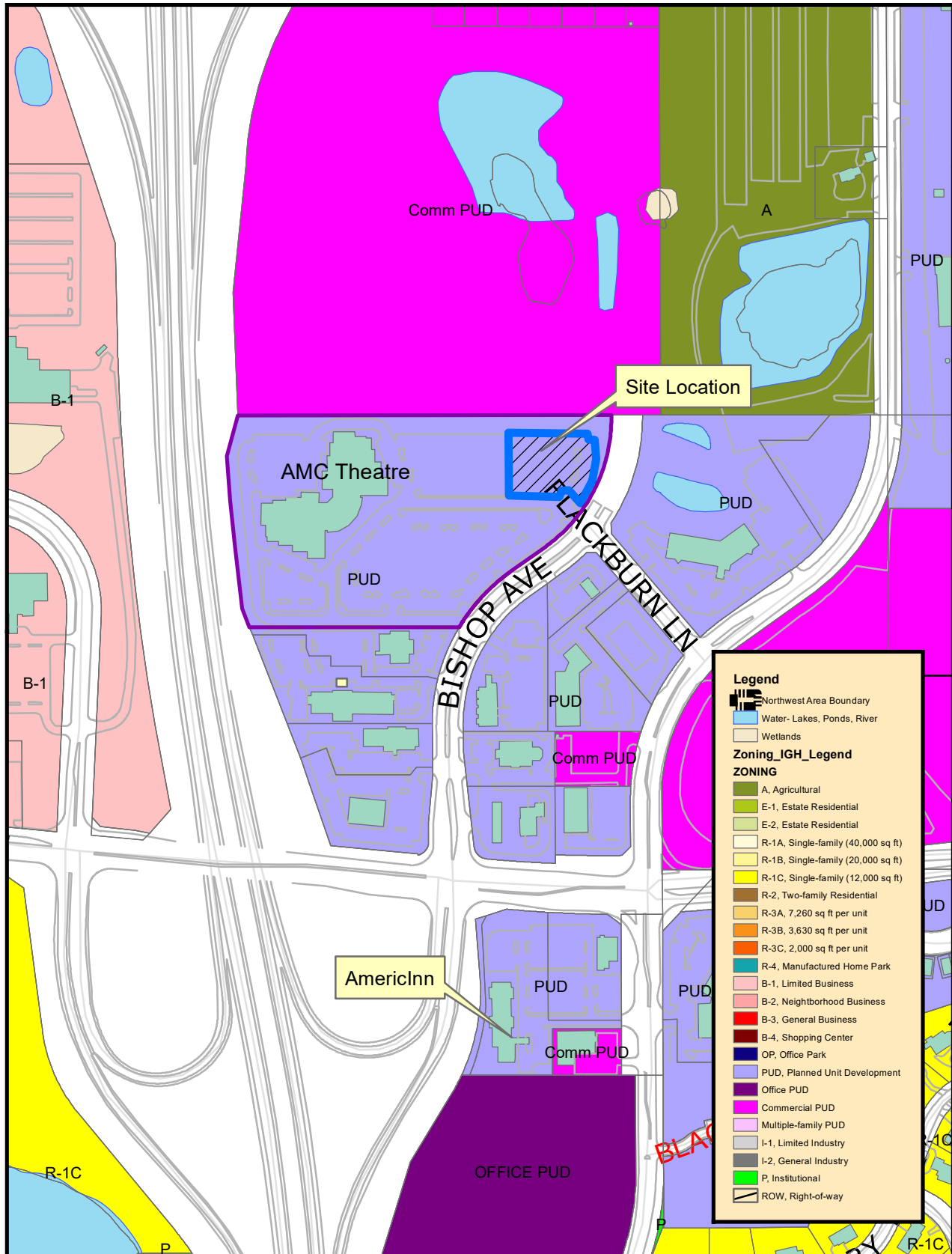
Staff supports the request for an extension of the Interim Use Permit but differs with the applicant on the length of time of the extension and the number of spaces allowed. Based on the preceding report, staff recommends Approval of a one-year Interim Use Permit for a 150-space park-and-ride facility with the conditions listed in Alternative A.

ATTACHMENTS

1. Location and Zoning Map
2. Applicant Narrative
3. Aerial Site Plan
4. Recorded Resolution No. 18-97



5567 Bishop Avenue Case No. 23-24IUP



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

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

Map not to scale

Good afternoon, Heather,

Here is the revised answers you requested on Wednesday.

1. The operation is for Park, Sleep & Fly, as outlined by their website (www.parksleepfly.com), which accounts for 85-90% of AmericInn's business throughout the year. Guests will be parking their vehicles in this offsite lot, and subsequently traveling to the airport via our hotel shuttle for their scheduled vacation. Upon return, our shuttle will bring the guests back to their vehicles, and the guests will leave. These packages include 1 or 2 nights' stay at our hotel, either before or after (sometimes both) their trip. The guest's vehicle information (make, model, and plate) and trip information (days parking, return day, flight, time) is all kept track of at the hotel, and each vehicle is assigned a number and slip, which guests are instructed to leave on the dashboard of their car. This way, all vehicle information and guest information can be pulled up immediately, as well as details of their trip if there are any questions as to whether a vehicle is a part of this operation or not.
2. The owners have requested another 5-year permit, or the maximum amount of time allowed.
3. I believe our last request in 2018 was for 250, so we would like to keep the current number of spaces we have, at 250.
4. As of now, there is a nightly security check that keeps an eye on the vehicles in our designated area. This security is not on property but consists of myself in the early evening, as a check before heading home for the day, property owners, who also check the area when going to/from the hotel to another location, and our shuttle drivers, who make regular trips to and from the lot throughout the night as guests arrive from or leave to the airport. I have also good communication with the theater general manager in terms of maintenance, mainly to the lighting areas.
5. Although there have been a few delays in these past 5 years in a number of things, I believe that with the new ownership of the hotel (July 2022), as well as new hotel management (March 2023), a better relationship and understanding will be better received by all parties involved.
6. In regards to payment for the IUP, any and all invoices can be sent to me either by mail:

AmericInn Hotel & Suites
5861 Blaine Ave E
Inver Grove Heights, MN 55076

Or by e-mail to: invergroveheights.mn@americinn.com

This will be the case as whether I am still the general Manager of this location or not, as it is accessible by all management.

Kind Regards,

Julie Mannion

General Manager

AmericInn by Wyndham

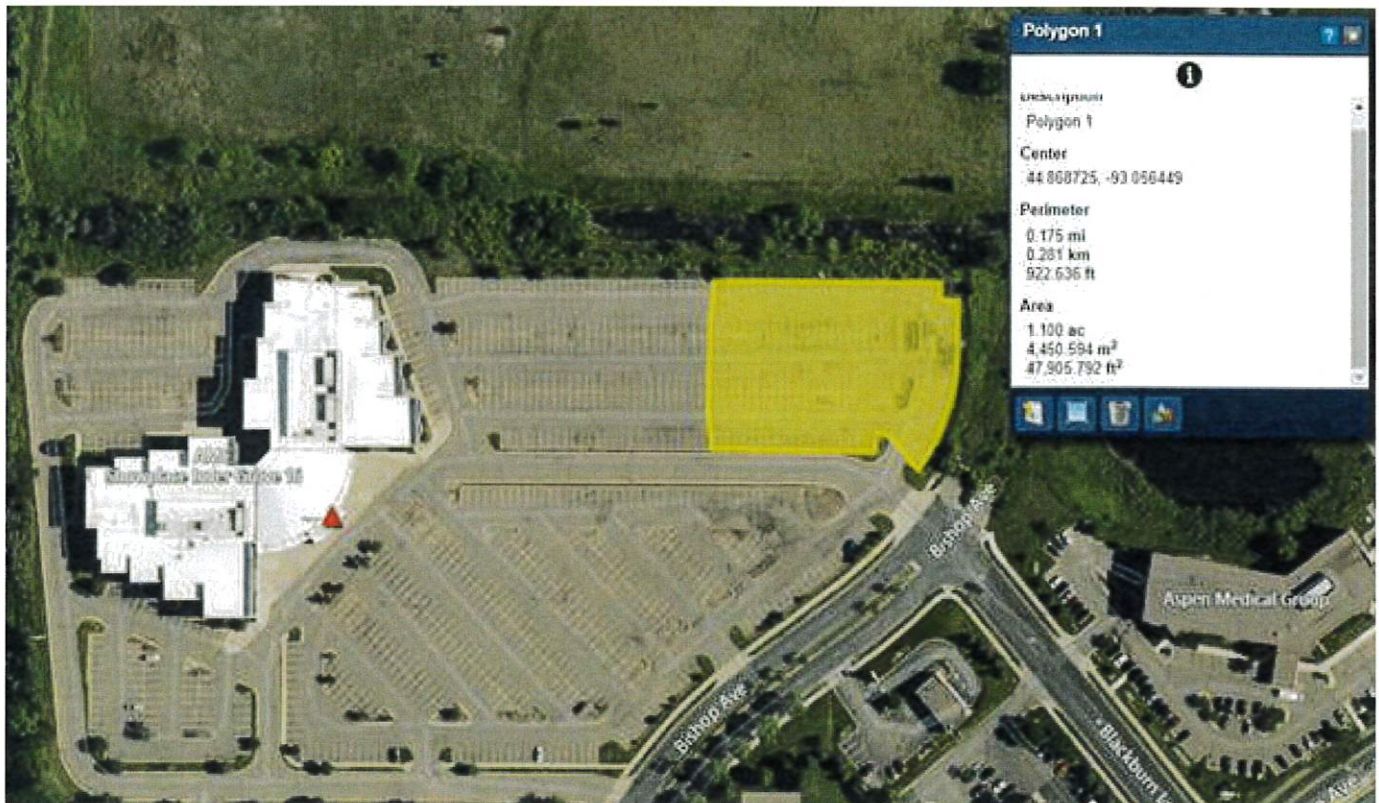
Heather Botten

From: hbotten@ighmn.gov
Subject: FW: AMC Inver Grove #64010P - IUP Incomplete letter

From: Luke Hilboldt <lhilboldt@amctheatres.com>
Sent: Thursday, June 8, 2023 1:44 PM
To: Heather Botten <hbotten@ighmn.gov>
Cc: Dana Elder <DElder@amctheatres.com>
Subject: RE: AMC Inver Grove #64010P - IUP Incomplete letter

Hi Heather –

Here is a site plan from the parking license agreement we have with the hotel.



Thanks,
Luke



Receipt:# 575924

RES \$46.00

Return to:
CITY OF INVER GROVE
HEIGHTS
8150 BARBARA AVE
% MICHELLE TESSER
INVER GROVE HEIGHTS MN
55077

3274468



Recorded on: 10/8/2018 9:39 AM

By: CZP, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

The undersigned, City Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, hereby certifies that the attached is a true and correct copy of Resolution No. 18-97 adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly called and held on May 14 2018 which a quorum was present and acting throughout, and of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota.

Michelle Tesser, City Clerk

(S E A L)

Dated: 10/1/2018

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

RESOLUTION NO. 18-97

**A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW A PARK-AND-
RIDE FACILITY TO BE OPERATED ON THE AMC MOVIE THEATRE PROPERTY**

**CASE NO. 18-17IUP
(AmericInn)**

WHEREAS, an interim use permit application has been submitted to the City for property legally described as;

Lot 1, Block 1, Bishop Heights, according to the recorded plat, Dakota County, Minnesota

WHEREAS, a public hearing concerning the interim use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 1, 2018;

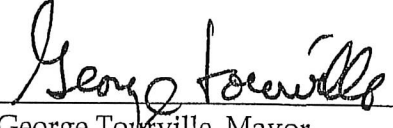
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, an interim use permit for a park-and-ride facility is hereby approved subject to the following conditions:

1. The park-and-ride facility shall be limited to 250 parking spaces as identified on the aerial site plan dated 4/5/18 on file with the Planning Department.
2. The interim use permit shall be valid until the applicant constructs a permanent parking area adjacent to their existing hotel site or for a period of 5 years from the City Council approval date, whichever happens first.
3. The park-and-ride facility shall not be utilized for open storage of goods or for the storage of vehicles that are inoperable or for lease, rent or sale.
4. Where violations of the conditions of this permit are noted, the City is authorized to immediately terminate the uses approved in this permit.

5. Security shall be provided by the operator of the park-and-ride facility between the hours of 10 pm - 6 am, 7 days a week.

Passed this 14th day of May, 2018.

AYES: 4
NAYS: 0


George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Request for Council Action

SUBJECT: Discussion of City Code Update to the Accessory Structure Requirements

MEETING DATE: July 10, 2023
ITEM TYPE: Regular Business
CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to discuss and provide direction for an ordinance amendment to the accessory structure section of the City Code.

BACKGROUND

Over the last couple of months, the Council has seen multiple variance requests related to accessory structures on residential property. Council has directed staff to review portions of the accessory structure ordinance, bring proposed revisions to the Planning Commission for a public hearing and then to the Council for a possible ordinance change.

The Council has expressed some interest in amending two sections of the accessory structure ordinance:

1. Allowing an increase to the size of accessory buildings on lots greater than five acres, in the A and E-1 zoning district; and
2. Possibly allowing properties that do not have an attached garage to have a larger and/or an additional accessory structure on their lot.

Accessory Structure Size Increase for Lots Greater than 5 Acres.

Currently, for residential lots 5 acres or larger, the maximum size for a detached accessory structure is 2,400 gross square feet. Lots larger than five acres are allowed up to two detached structures, but their combined gross square feet can not exceed 2,400 square feet.

Council has suggested possibly increasing the size of accessory buildings for properties larger than five acres. Staff estimates an ordinance amendment has the potential to impact 275 parcels outside of the northwest area:

Agricultural zoned lots not in NWA: 231 total parcels

- 5-9.999 acres- 170 parcels
- 10+ acres- 61 parcels

E-1, Estate Residential zoned lots not in NWA: 44 total parcels

- 5-9.999 acres- 33 parcels, 216 total acres
- 10+ acres- 11 parcels, 222 total acre

Currently, the City Code has two methods to determine what size accessory structure is allowed on a property, either by a range or ratio method, depending on the lot size. The majority of the lots in the city fall under the range criteria to determine the size of an accessory building on their property.

- Lots less than 2.5 acres are allowed one detached structure up to 1,000 gross square feet.
- Lots 2.5 – 3.3 acres are allowed one structure up to 1,600 gross square feet.

In 2021, the code was amended to allow for larger structures on lots 3.4 – 5 acres in size. A ratio method is used to determine the size of an accessory structure allowed on lots within this range. The multiplier was determined by taking the 2,400 square foot max and dividing by 5 acres ($2,400 / 5 = 480$ sq ft an acre). As an example, using this ratio, a 4.2 acre parcel is allowed a 2,016 square foot accessory building (480 sq ft x 4.2 acres).

Staff has reviewed ordinances in other cities and found the following information for maximum size of accessory structures:

City	Maximum Size of accessory structure	Notes
Rosemount	2,400 sq ft	
Farmington	1,500 sq ft	Agricultural properties are lots greater than 20 acres
Cannon Falls	2,000 sq ft	
Woodbury	2,000 sq ft	
Cottage Grove	2,500 sq ft	
Lino Lake 5-10 acres	5,000 sq ft – combined attached and detached structures	Or 2.21 percent of the lot area, not to exceed 10,000 square feet.
Lino Lakes 10-20 acres	10,000 sq ft – combined attached and detached structures	Or 1.85 percent of the lot area, not to exceed 15,000 square feet.

The following discussion points should be considered:

- A maximum size helps prevent potential home business operations in accessory buildings, which is not allowed per code.
- What if the lot has the potential to be subdivided (greater than 5 acres zoned E-1 and greater than 10 acres zoned Agricultural)
- What method of determining square footage is most appropriate for large-lot residential accessory buildings? Ratio or Range

If the ratio concept is used by taking the 480 sq ft x the lot size, a 11.2 acre parcel could have up to a 5,376 square foot accessory building.

The range may look something like:

Lots 5 – 9.99 acres are allowed _____ square feet

Lots 10+ acres are allowed _____ square feet

Lots without an Attached Garage

Currently, IGH City Code does not allow flexibility for a residential property that does not have an attached garage to have more than one detached building. Similar to the properties that have an attached garage, they are only allowed one detached accessory building. Some cities provide language allowing a residence to have more than one detached building if there is not an attached garage.

Lakeville: There shall not be more than one (1) detached accessory building on a lot in addition to one (1) attached or detached garage.

Cannon Falls: Total number of accessory buildings and garages shall be limited to the following:

- A. One attached garage and one detached accessory building; or
- B. Two detached accessory structures.

Woodbury: Each lot with a principal building is allowed attached garage space or one detached garage in addition to an accessory building or buildings.

Attached for Council's information is the current accessory structure ordinance, a map of large lot residential properties and detailed codes from other cities.

Before moving forward with an ordinance amendment, staff is looking to make sure everyone is on the same page regarding expectations of the amendment.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Based on its preliminary research, staff is inclined to recommend providing flexibility for properties that do not have an attached garage. Additionally, staff would prefer the range method for the maximum size allowance as it is easier for a resident and staff to determine what is allowed on a property and for the general comparison of one property to another.

Staff is seeking initial Council preferences or guidance on these issues in order to best draft an ordinance that meets Council's intent.

ATTACHMENTS

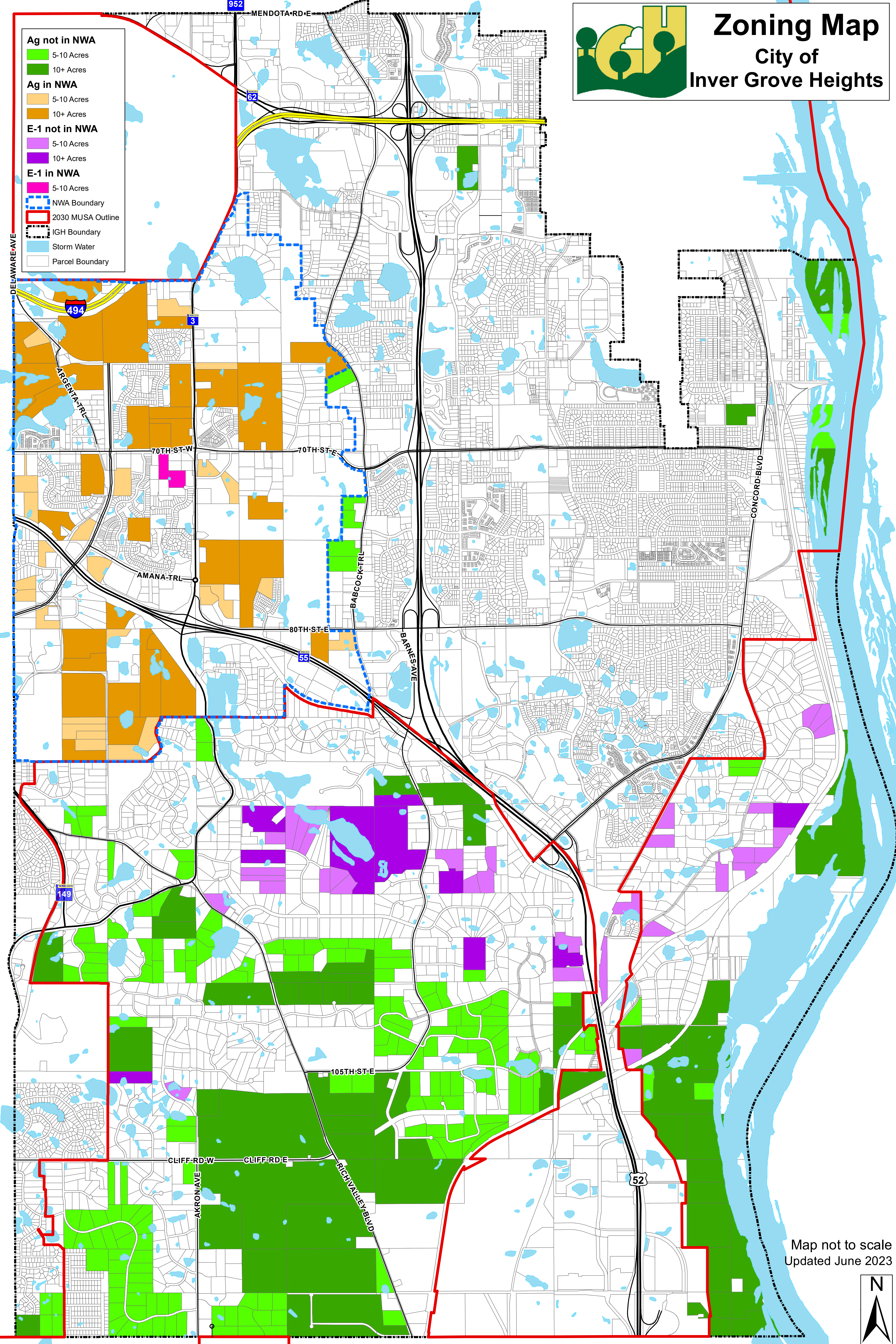
1. AG and E1 Zoning Map
2. IGH Ordinance
3. Other City Ordinances



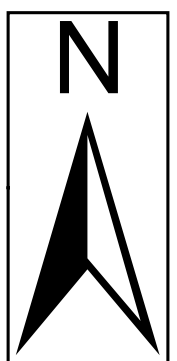
Zoning Map

City of Inver Grove Heights

- Ag not in NWA**
- 5-10 Acres
 - 10+ Acres
- Ag in NWA**
- 5-10 Acres
 - 10+ Acres
- E-1 not in NWA**
- 5-10 Acres
 - 10+ Acres
- E-1 in NWA**
- 5-10 Acres
- NWA Boundary
- 2030 MUSA Outline
- IGH Boundary
- Storm Water
- Parcel Boundary



Map not to scale
Updated June 2023



10-15-18: ACCESSORY STRUCTURES:

A. Each detached accessory structure to single-family residential uses in all E-2, R-1 and R-2 zoning districts shall not exceed a total maximum gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots in the E-2, R-1 and R-2 zoning districts shall be limited to one.

B. On lots of five (5) acres or more in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of two thousand four hundred (2,400) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of five (5) acres or more in size in the A or E-1 zoning district shall be limited to two (2).

C. On lots of 2.5 acres or more, but less than 3.4 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand six hundred (1,600) square feet. On lots 3.4 acres in size up to five (5) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area equal to the lot size (in acres) multiplied by four hundred and eighty (480). The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning district, shall be limited to one.

D. On lots of less than 2.5 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand (1,000) square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of less than 2.5 acres in size in the A or E-1 zoning district shall be limited to one.

E. In all residential zoning districts (R, E and A) there shall be a minimum space of six feet (6') between the principal and accessory structure unless attached, and a minimum space of six feet (6') between all other accessory structures.

F. Detached accessory structures in the A and E-1 zoning districts that exceed a gross floor area of one thousand (1,000) square feet must maintain a fifty foot (50') minimum setback from all property lines.

G. In no zoning district may an accessory structure be constructed on a lot prior to the construction of the lot's principal structure.

H. Exceptions to the requirements contained in this section relating to accessory structures are as follows:

1. Accessory structures to single-family residential uses in all A, E and R zoning districts with gross floor areas of one hundred twenty (120) square feet or less;

2. Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts. (Ord. 1181, 9-8-2008; amd. Ord. 1209, 4-26-2010; Ord. 1411, 6-14-2021)

§ 152.230 PURPOSE.

The purpose of this subchapter is to provide performance standards for the erection, siting and use of accessory buildings, structures and uses that may be allowed within the various zoning districts to ensure compatibility with the principal use and with surrounding properties, as well as to protect the general health, safety and welfare of the community.

(Prior Code, § 11-18-1) (Ord. 258, passed 5-4-2006)

§ 152.231 TIME OF CONSTRUCTION.

No detached accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.

(Prior Code, § 11-18-2) (Ord. 258, passed 5-4-2006)

§ 152.232 APPLICATION.

Any structure which requires a building permit or which is 30 inches or more in height shall be subject to setback, floor area and other requirements of this chapter.

(Prior Code, § 11-18-3) (Ord. 258, passed 5-4-2006)

§ 152.233 BUILDING PERMIT REQUIRED.

Detached accessory buildings greater than 120 square feet in floor area shall require a building permit. The Building Official shall review the site plan and construction drawings to determine compliance with the Building Code and other applicable ordinances, laws and regulations.

(Prior Code, § 11-18-4) (Ord. 258, passed 5-4-2006)

§ 152.234 EXTERIOR BUILDING STANDARDS.

Architectural details for accessory buildings are to be the same or similar as for the principal building based upon (but not limited to) the following criteria:

- (A) Scale and detailing;
- (B) Roof pitch orientation and slope;
- (C) Overhang depth and details;
- (D) Window and exterior door proportion and types;
- (E) Building material; and
- (F) Exterior color.

(Prior Code, § 11-18-5) (Ord. 258, passed 5-4-2006)

§ 152.235 AREA LIMITATIONS.

The combination of attached garages and detached accessory structures shall not exceed the area standards.

Zoning District	Allowable Floor Area
R-E	2,000 square feet
R-1	1,500 square feet
R-2	1,500 square feet
R-3	1,500 square feet
R-4	30% of the gross floor area of the multiple-family structure

(Prior Code, § 11-18-6) (Ord. 258, passed 5-4-2006)

§ 152.236 NUMBER OF STRUCTURES.

Total number of accessory buildings and garages shall be limited to the following:

- (A) One attached garage and one detached accessory building; or
- (B) Two detached accessory structures.

(Prior Code, § 11-18-7) (Ord. 258, passed 5-4-2006)

§ 152.237 SETBACKS.

(A) *Attached buildings/garages.* An attached garage shall be considered an integral part of the principal building and shall conform to district setback requirements.

(B) *Detached buildings.* Detached accessory buildings shall comply with the following minimum setbacks.

Location	Setback
Front yard	Per applicable district requirements
Rear yard	Per applicable district requirements
Side yard	Per applicable district requirements
A garage with access to and from an alley and with the vehicular entrance fronting the alley shall be setback a minimum of 15 feet	

(C) No accessory building shall be located within a drainage or utility easement.

(Prior Code, § 11-18-8) (Ord. 258, passed 5-4-2006; Ord. 271, passed 3-15-2007)

§ 152.238 HEIGHT.

Except as expressly permitted by conditional use permit, accessory buildings shall comply with the following height limitations.

Zoning District	Maximum Height
R, Residential Districts	16 feet
B, Business Districts	20 feet
I, Industrial Districts	26 feet
Other Districts	16 feet

(Prior Code, § 11-18-9) (Ord. 258, passed 5-4-2006)

§ 152.239 CONDITIONAL USE PERMITS.

Application for a conditional use permit under this subchapter shall be regulated by §§152.070 through 152.074 of this chapter. A conditional use permit may be granted, provided that:

(A) There is a demonstrated need and potential for continued use of the structure for the purpose stated;

(B) No commercial or home occupation activities are conducted on the property;

(C) The building has an evident reuse or function related to a single-family residential environment;

(D) Accessory buildings shall be maintained in a manner that is compatible with the adjacent residential uses and does not present a hazard to public health, safety and general welfare; and

(E) The provisions of § 152.072 of this chapter shall be considered and a determination made that the proposed activity is in compliance with that criteria.

(Prior Code, § 11-18-10) (Ord. 258, passed 5-4-2006)

§ 152.240 ANIMAL ENCLOSURES.

(A) Domestic animal enclosures shall not be placed in the front yard or in the side yards abutting a street, shall not be placed closer than ten feet to any property line and shall not be placed closer than 25 feet to any dwelling unit other than on the owner's property.

(B) No encroachment shall be permitted in existing or required drainage and/or utility easements.

(C) Screening and/or a hard surface will be required if problems occur with appearance, noise, odor or sanitation as determined by the Zoning Administrator.

(Prior Code, § 11-18-11) (Ord. 258, passed 5-4-2006)

§ 152.241 COMPOST STRUCTURES AND FIREWOOD PILES.

Compost structures and firewood piles shall be considered accessory uses, shall be limited to rear yards and shall be

subject to setback, square footage and other requirements of this chapter.

(Prior Code, § 11-18-12) (Ord. 258, passed 5-4-2006)

§ 11-3-5: ACCESSORY STRUCTURES:

In all zoning districts, accessory structures shall be subject to the following performance standards.

A. Construction:

1. Accessory structures are prohibited from being taller than, or greater in footprint than, the principal structure.
2. Building permits are required for all permanent accessory structures over two hundred (200) square feet in residential districts and one thousand (1,000) square feet in business and industrial districts.
3. Temporary accessory structures including tents that consist of metal or fiberglass poles, metal hoops and PVC, cotton or nylon fabric covering materials are prohibited except as permitted in conjunction with an approved conditional use, permitted camping area, or special event.
4. The exterior finishes of accessory structures sized less than two hundred (200) square feet shall be constructed of quality weather resistant materials.

B. Accessory Structure Exterior Material Standards:

Property Classification	Exterior Finish
Agricultural Districts	For accessory structures over 200 sq. ft.: Wood, metal, split face block, vinyl lap, or cement board materials that are complimentary to the color palette of the principal structure
Residential Districts	For accessory structures over 200 sq. ft.: Wood, split face block, vinyl lap, or cement board materials that are complimentary to the color palette of the principal structure
Business Districts incl. Mixed-Use	Materials, texture, and color palette to compliment the principal structure, accessory structures greater than 1,000 sq. ft. require site plan review
Industrial Districts	Materials, texture, and color palette to compliment the principal structure, accessory structures greater than 1,000 sq. ft. require site plan review

C. Number and Size. The number and size of accessory structures permitted on any lot shall be determined by the following table. On a residential lot, the principal garage, attached or detached, one (1) accessory structure up to two hundred (200) square feet, and swimming pools shall not count towards the number of accessory structures or total square footage calculations.

Property Classification	Number	Total Size
Property Classification	Number	Total Size
AG-1	2	2,500 sq. ft.
AG-2	2	2,500 sq. ft.
R-1	2	2,500 sq. ft.
R-2	2	2,000 sq. ft.
R-3	1	1,000 sq. ft.
R-4	1	500 sq. ft. per unit

R-5	1	500 sq. ft. per unit
R-6	1	500 sq. ft. per unit
Business and industrial	Site plan review over 1,000 sq. ft	Site plan review over 1,000 sq. ft

D. Setbacks. Setbacks for accessory structures shall be determined by the following table.

Property Classification	Side Yard	Rear Yard	Front Yard
Property Classification	Side Yard	Rear Yard	Front Yard
AG-1	25 feet	50 feet	Behind principal structure
AG-2	25 feet	50 feet	Behind principal structure
R-1	20 feet	50 feet	Behind principal structure
R-2	20 feet	20 feet	Behind principal structure
R-3	6 feet	10 feet	Behind principal structure
R-4	6 feet	10 feet	Behind principal structure
R-5	6 feet	10 feet	Behind principal structure
R-6	6 feet	10 feet	Behind principal structure
Business	Not permitted in side-yard	Follow building setbacks	Behind principal structure
Industrial adjacent to Residential	Not permitted in side-yard	100 feet	Behind principal structure
Industrial not adjacent to Residential	Follow building setbacks	Follow building setbacks	Behind principal structure

E. Height. Height of accessory structures shall be determined by the following table.

Property Classification	Maximum
Property Classification	Maximum
AG-1	20 feet, except as permitted under Minnesota Statutes
AG-2	20 feet, except as permitted under Minnesota Statutes
R-1	20 feet
R-2	20 feet
R-3	18 feet

R-4	18 feet
R-5	18 feet
R-6	18 feet
Business and industrial	20 feet

F. Miscellaneous Requirements.

1. Accessory structures greater than those permitted in subsections C and E of this Section may be approved by conditional use permit if the following standards are met:

a. There is adequate setback, screening, or topography changes that buffer the proposed structure from adjacent public roadways or adjacent properties.

b. The proposed building height or building square footage does not exceed the ordinance criteria by more than twenty percent (20%) within the metropolitan urban service area (MUSA) and forty percent (40%) outside the MUSA.

c. Setback distances are increased five feet (5') for each one foot (1') of height or one hundred (100) square feet of size increase or fraction thereof.

2. No accessory structures shall be constructed on any lot prior to the time of construction of the principal structure, unless the building is accessory to the ongoing agricultural land use.

3. No tent, trailer, camper, motor home, storage container or accessory building shall at any time be used as a habitable building.

4. At-grade structures such as basketball courts, tennis courts, patios, tree houses, and dog kennels shall meet the established accessory structure setbacks for the appropriate districts. These structures are not included in the total allowable accessory structure square footage, as long as the total impervious surface of the lot does not exceed thirty-five percent (35%) of the rear area of the lot measured from the rear building line of the house to the rear lot line.

5. Swimming pools and surrounding apron/decks shall meet the established accessory structure setbacks for the appropriate districts. These structures are not included in the total allowable accessory structure square footage.

6. Temporary family healthcare dwellings are prohibited in all zoning districts.

G. Attached Garage Requirements in Residential Districts: The garage floor area attached to the principal structure in any residential district must not exceed one thousand two hundred (1,200) square feet.

Specialized animal raising facilities.

Truck gardening.

2. Conditional:

Agricultural services.

Cemeteries.

Commercial recreational uses.

Community solar gardens.

Equipment maintenance and storage facilities.

Feedlots.

Golf courses.

Mineral extraction.

Places of worship.

Public and parochial schools.

Public buildings and facilities.

Public utility buildings.

Stables and riding academies.

Towers.

3. Accessory:

Accessory apartment.

Accessory structures.

Daycare facilities, in home.

Home occupations.

Kennels, residential hobby.

Solar energy systems.

4. Interim:

Soil pulverizing operation. (Ord. 018-737, 3-19-2018; amd. Ord. 021-761, 8-16-2021)

10-5-6: R-1 LOW DENSITY RESIDENTIAL DISTRICT:

(A) Purpose: The R-1 Low Density Residential District provides for low density residential development with single-unit detached dwellings on larger lots.

(B) Bulk And Density Standards:

1. Standards:

Lot area:	
Single-unit detached dwelling	10,000 square feet
Other	17,000 square feet
Lot width	75 feet
Front yard setback	20 feet
Side yard setback	6 feet
Rear yard setback	6 feet
Height (maximum)	35 feet
Maximum lot coverage of all structures	30 percent

All standards are minimum requirements unless noted. (Ord. 009-610, 10-19-2009)

2. Accessory Structure Standards: Accessory structures must be located behind principal structure in the side or rear yard according to the following requirements:

Maximum size:	
---------------	--

Detached garages:	
Lots up to 0.5 acre	Lesser of 1,000 square feet or square feet of principal structure
Lots 0.5 to 1 acre	Lesser of 1,250 square feet or square feet of principal structure
Lots 1.0 acre +	Lesser of 1,500 square feet or square feet of principal structure
Storage shed	240 square feet
Building permit	Any accessory structure over 200 square feet requires a building permit
Building material	The detached garage shall be constructed of similar materials as the principal structure
Maximum number	1 of each type of structure provided it is not over approved lot coverage
Side yard setback	6 feet
Rear yard setback	6 feet
Height (maximum) storage shed	12 feet
Height (maximum) detached garage	20 feet

All standards are minimum requirements unless noted. (Ord. 015-693a, 4-20-2015)

3. Minor Arterial Setbacks: The minimum front yard setback for all land adjacent to minor arterial streets shall be fifty feet (50') from the planned right of way line.

(C) Uses:

1. Permitted:

Agriculture.

Single-unit detached dwelling.

Group daycare, twelve (12) or fewer persons.

Group home, six (6) or fewer persons.

Manufactured home.

Public parks and playgrounds. (Ord. 002-469, 2-19-2002)

2. Conditional:

Bed and breakfast.

Cemeteries.

Golf courses.

Limited commercial venture.

Places of worship.

Public and parochial schools.

Public buildings.

Public utility buildings. (Ord. 002-469, 2-19-2002; amd. Ord. 002-483, 12-2-2002; Ord. 014-669, 9-2-2014)

3. Accessory:

Accessory structures.

Daycare facilities, in home.

Home occupations.

Solar energy systems. (Ord. 002-469, 2-19-2002; amd. Ord. 021-761, 8-16-2021)

10-5-7: R-2 LOW/MEDIUM DENSITY RESIDENTIAL DISTRICT:

(A) Purpose: The R-2 Low/Medium Density Residential District provides for a mix of low and medium density residential development including single-unit and two-unit dwellings on smaller lots.

(B) Bulk And Density Standards:

Location of Accessory Buildings and Structures

No accessory building, structure, or use shall be constructed or located on a lot prior to the time of construction of the principal building to which it is accessory, except in the case of agricultural buildings on agriculture land.

No detached accessory building, structure, or use can be closer to the front lot line than the principal building or its attached garage, except within the R and R-X zoning districts. The accessory building, use, or structure setback should be at least 100 feet front the front lot line.

Accessory Building - Accessory buildings must maintain the following setbacks:

- Residential Districts - A minimum of 5 feet from both side and rear lot lines.
- Rural Districts - A minimum of 30 feet from the rear lot line and 5 feet from the side lot line. If the property is 3 acres or less, the rear lot line setback is 5 feet.

NOTE: Setbacks on lots adjacent to multiple streets will vary, please check with City staff.

Swimming Pool - Pools shall not be located within 10 feet of any septic tank and 20 feet from any drain field nor within 6 feet of any principal structure or frost footing. Pools shall not be located in the front yard, or within any accessory structure setback.

Sport Courts - A sport court setback shall be 10 feet from any side or rear lot line. The sport court cannot be located within the side setback to an abutting a street. It cannot be located in the front yard, over underground utility lines and in any easements.

Zoning Ordinance Allowance of Accessory Structures

Rural and residential zoning districts limit the maximum number, size, and height of accessory buildings and structures allowed on individual parcels.

One (1) tool shed not to exceed a footprint of 120 square feet is allowed. The tool shed shall not count towards the total number of allowed accessory buildings, or the total allowed building footprint as regulated below. Tool sheds are not subject to material or roof requirements as regulated below.

If your property is...

20 Acres or Greater:

- No maximum combination of accessory building(s) and garage(s) size requirement.
- Metal buildings and pole barns are allowed.
- Canopy structures made of fabric or vinyl are allowed.
- Building height shall not exceed base district requirement.
- One attached garage not to exceed a footprint of 1,200 square feet or equal to the size of the house foundation, whichever is greater.

10 to Less Than 20 Acres:

- The combination of accessory building(s) and garage(s) shall not exceed the greater of:
 - 10,000 square feet, or
 - 1.85 percent of the lot area, not to exceed 15,000 square feet.
- Total allowable accessory building footprint shall be limited to the following:
 - One (1) attached garage and
 - Three (3) detached accessory buildings.
- Metal buildings and pole barns are allowed.
- Canopy structures made of fabric or vinyl are allowed.
- One (1) attached garage not to exceed a footprint of 1,200 square feet or equal to the size of the house foundation, whichever is greater.
- Building height shall not exceed base district requirement.

Five (5) to Less Than 10 Acres:

- The combination of accessory buildings and garages shall not exceed the greater of:
 - 5,000 square feet, or
 - 2.21 percent of the lot area, not to exceed 10,000 square feet.
- Total allowable accessory building footprint shall be limited to the following:
 - One (1) attached garage and
 - Three (3) detached accessory buildings.
- Metal buildings and pole barns are allowed.
- Canopy structures made of fabric or vinyl are allowed.
- One (1) attached garage not to exceed a footprint of 1,200 square feet or equal to the size of the house foundation, whichever is greater.
- Building height shall not exceed base district requirement.

Less Than Five (5) Acres:

- The combination of accessory buildings and garages shall not exceed the greater of:
 - 1,200 square feet, or
 - 3.75 percent of the lot area, not to exceed 5,000 square feet.
- Total allowable accessory building footprint shall be limited to the following:
 - One (1) attached garage and one (1) detached building, or
 - Two (2) detached accessory buildings.
- One (1) attached garage not to exceed a footprint of 1,200 square feet or equal to 90 percent of the size of the house foundation, whichever is greater.
- Building height shall not exceed 20 feet.
- Metal sheet or metal panel siding with vertical orientation is prohibited. Metal horizontal lap siding is allowed.
- Exterior walls shall be similar in appearance to standard wood or masonry residential construction. The accessory building shall be covered with shingles, tiles, or a standing seam metal roof.
- Canopy structures made of fabric or vinyl are allowed.

A permit is required for all structures and can be submitted online. Scan the QR code with your phone camera to submit a permit.



11-5-2: SUPPLEMENTARY REGULATIONS:

ROSEMOUNT

A. Building Type And Construction:

1. General Provisions:

- a. No galvanized or unfinished steel, galvalum or unfinished aluminum buildings (walls or roofs), except those specifically intended to have a corrosive designed finish such as Cor-ten steel shall be permitted in any zoning district, except in association with farming activities.
- b. Buildings in all zoning districts shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the property values of the abutting properties or adversely impact the community's public health, safety and general welfare.
- c. Exterior building finishes shall consist of materials comparable in grade and quality to the following:
 - (1) Brick.
 - (2) Natural stone.
 - (3) Decorative concrete block - "rock face", "breakaway" or other types of decorative block.
 - (4) Cast in place concrete or precast concrete panels.
 - (5) Wood, provided the surfaces are finished for exterior use and wood of proven exterior durability is used, such as cedar, redwood, cypress.
 - (6) Curtain wall panels of steel, fiberglass and aluminum (nonstructural, nonload bearing), provided such panels are factory fabricated and finished with a durable nonfade surface and their fasteners are of a corrosion resistant design.
 - (7) Glass curtain wall panels.
 - (8) Stucco. (Ord. B-53, 4-18-1995)

2. Commercial Districts (C-1, DT, C-3, C-4): The permitted materials for commercial buildings are detailed in each individual commercial district and applicable sections of this title. (Ord. B-211, 1-4-2011)

3. Business Park District (BP): The permitted materials for business park buildings are detailed in the BP business park district and applicable sections of this title. (Ord. B-180, 12-19-2006)

4. Industrial Districts (LI, GI, And HI): The permitted materials for industrial buildings are detailed in each individual industrial district and applicable sections of this title. (Ord. B-181, 12-19-2006)

5. Single-Family Dwelling Requirements: All single-family detached dwellings shall be constructed according to the following minimum standards:

- a. All dwellings shall have a minimum width of twenty four feet (24').
- b. All dwellings shall have a frost free foundation as defined by the applicable building code. Split level, split entry and earth sheltered homes shall be considered to comply with this requirement.
- c. Main roofs shall have a minimum pitch of three to twelve (3:12) per definition of the applicable building code.
- d. Roofs shall be shingled with asphalt, wood, tiles, sod or other comparable materials as approved by the applicable building code.
- e. Metal siding, with exposed panels exceeding sixteen inches (16") in width, shall not be permitted.
- f. Earth sheltered homes will be permitted on the basis of site conditions, which are conducive to such housing, or in areas where changes to existing site conditions are complementary to the site and adjacent properties and the existing character of property and structures in the area. (Ord. B, 9-19-1989)

6. Accessory Buildings: Prefabricated metal storage buildings are limited to one hundred twenty (120) square feet maximum area in the R-1, R-1A, R-2, RL, RR, and AG (under 20 acres and/or for nonagricultural use west of Akron Avenue) districts.

a. Maximum aggregate total for any accessory building(s), excluding attached garage, is one thousand (1,000) square feet in R-1, R-1A, R-2, and RL districts.

b. Maximum aggregate total for any accessory building(s), excluding attached garage, is one thousand two hundred (1,200) square feet in the RR or AG (under 20 acres and/or for nonagricultural use west of Akron Avenue) districts.

(1) Exceptions: In the RR or AG (under 20 acres and/or for nonagricultural use west of Akron Avenue) districts accessory structures may exceed one thousand two hundred (1,200) square feet under the following circumstances:

(A) The maximum aggregate area for accessory structures shall not exceed fifty percent (50%) of the ground floor area of the principal building, including attached garage.

(B) Maximum lot coverage shall not exceed ten percent (10%) impervious surface. (Ord. B-46, 9-23-1994)

c. Any accessory building in the R-1, R-1A, R-2, RL, RR, or AG (under 20 acres and/or for nonagricultural use west of Akron Avenue) districts over one hundred fifty (150) square feet must be constructed of materials comparable with and complementary to the principal structure. Comparable treatment includes the following requirements:

- (1) A minimum three to twelve (3:12) roof pitch.
- (2) Roofs shall be shingled with asphalt, wood, or tile to match the home (principal building).
- (3) Adequate number of windows shall be provided to break up the solid plane or exterior walls to simulate the character of the home (principal building).
- (4) Siding which is identical or closely matches the home (principal building) shall be incorporated into the design of the accessory building.

d. Accessory buildings to be constructed in the AG (agriculture) or AG-P (agricultural preserves) districts east of Akron Avenue are limited to a maximum aggregate total of two thousand four hundred (2,400) square feet of area for properties under twenty (20) acres in size or if the building is for nonagricultural use.

e. In RR or AG districts (under 20 acres and/or for nonagricultural use west of Akron Avenue) existing accessory structures may be exempted from aforementioned comparable exterior materials and maximum aggregate total standards. This exemption applies only in the case of structures originally constructed for agricultural use, being in existence at the time of adoption hereof and qualifying as a barn under this title. This exemption does not apply to prefabricated structures and does not permit the expansion of the structure's footprint.

- (1) Properties with structures (barns) qualifying for this exemption are located at the following addresses:
13345 Bonaire Path
12101 Dodd Boulevard
12391 Dodd Boulevard
3270 McAndrews Road
13429 South Robert Trail
- (2) Any exterior improvements to these barns must replicate the original appearance or agricultural character of the existing structure and shall be approved by the planning commission.

(3) Exterior materials shall be limited to wood, metal, vinyl, brick or better and be comparable with the existing conditions of the barn in the areas of: a) color, b) texture or grain, c) orientation of siding (vertical or horizontal), and d) lap width. Metal siding shall be noncorrugated and have a thickness of at least nineteen millimeters (19 mm) while vinyl siding shall have a gauge of at least 0.044 inches. In addition, metal or vinyl siding shall have a manufacturer's guarantee of at least twenty five (25) years.

(4) Roof materials shall be noncorrugated standing seam metal, asphalt shingles, or better and shall be comparable to the original roof. Substitution of new materials will only be allowed in the case of replacing obsolescent roofing materials. (Ord. B-131, 7-15-2003)

Dimensional Standards For Accessory Buildings And Surface Parking

Accessory Buildings				Maximum Building Height (Feet)	Surface Parking		
Minimum Yards (Feet)					Minimum Yards (Feet)		
Districts	Front	Side	Rear		Front	Side	Rear
Dimensional Standards For Accessory Buildings And Surface Parking							
Accessory Buildings				Maximum Building Height (Feet)	Surface Parking		
Minimum Yards (Feet)					Minimum Yards (Feet)		
Districts	Front	Side	Rear		Front	Side	Rear
AG	50	30	30	75	50 ¹	5 ²	5 ¹
AG-P	50	30	30	75	50 ¹	5 ²	5 ¹
RR	40	30 ³	30	35	40 ¹	5 ²	5 ¹
RL	30	15	15/30 ⁴	18	30 ¹	5 ²	5 ¹
R-1	30 ⁵	10 ³	5/30 ⁴	18	30 ¹	10 ²	10 ¹
R-1A	30 ⁵	5 ³	5/25 ⁴	18	30 ¹	10 ²	10 ¹

Sec. 24-280. - Generally.

- (a) This section applies in all districts.
- (b) No accessory structure or use shall be constructed or developed on a lot prior to construction of the principal building.

(Ord. No. 1863, § 1863.02, 10-24-2012)

Sec. 24-281. - Residential districts.

(a) *Attached garage space, detached garages, and accessory buildings.*

- (1) Each lot with a principal building is allowed attached garage space or one detached garage in addition to an accessory building or buildings as per chart c.8.

a. *Attached garage space.*

- 1. Shall not exceed 1,000 square feet or 50 percent of the main floor area of the principal building, up to 2,000 square feet, whichever is greater.

Exception: When garage space exists beneath garage space, only the area of the larger space shall be used to calculate the area of the garage space. If the garage spaces are equal in area, only one of the areas shall be calculated.

- 2. Setbacks for attached garage space shall comply with the required garage setback of the underlying zoning district.

b. *Detached garages.*

- 1. Shall not exceed 1,000 square feet or 50 percent of the main floor area of the principal building, up to 2,000 square feet, whichever is greater.

- 2. Shall be setback at least five feet from side and rear property lines.

Exception: On a corner lot, buildings with a door, or doors, with a total width of seven feet or wider and facing the side street shall meet the side yard setback of the underlying zoning district.

- 3. Exterior building materials shall match the exterior building materials of the principal building unless otherwise approved by the zoning administrator.
- 4. Shall not be placed within drainage, utility, or other easements.
- 5. Shall not be located in front of the principal building.

Exception: A detached garage may be located in front of the principal building in the R-1 and R-2 zoning districts, providing the minimum front yard setback to the accessory building is 100 feet.

6. Shall not have a wall height exceeding 12 feet in height.
7. Shall not be more than one story in height.
8. Shall not have doors that exceed ten feet in height.

c. *Accessory buildings.*

1. Shall be setback at least five feet from side and rear property lines.

Exception: On a corner lot, buildings with a door, or doors, with a total width of seven feet or wider and facing the side street shall meet the side yard setback of the underlying zoning district.

2. Shall not be placed on drainage, utility or other easements.
3. Shall not be located in front of the principal building.

Exception: Buildings may be located in front of the principal building in the R-1 and R-2 districts, providing the minimum front yard setback to the accessory building is 100 feet.

4. Shall not have a wall height exceeding 12 feet in height.
5. Shall not be more than one story in height.
6. Shall not have doors that exceed ten feet in height.
7. Prohibited building materials.

- i. Plastic sheets, cloth, canvas, tarps and the like are prohibited from exterior use.

Exception: Agricultural buildings as defined by Minnesota Statutes.

- ii. Corrugated materials are prohibited from exterior use in platted residential areas.

8. Accessory building size and number allowed:

Zoning District	Number	Maximum Size
R-1, Urban Reserve, lot less than 5 acres	1	1,000 square feet
R-1, Urban Reserve, lot 5 acres or more	2	2,000 square feet combined

R-2, Rural Estate	1	1,000 square feet
R-4, Urban Residential	1	400 square feet

(b) *Miscellaneous structures.*

- (1) Swing sets, sandboxes, play structures, dog kennels, satellite dishes and similar structures shall not be located closer than five feet from the side or rear property lines, and shall not be located within the front yard setback.
- (2) Basketball hoops, hockey nets, and similar items may not be located on a public street.
- (3) Concrete slabs shall not be located closer than five feet from the side or rear property lines but may be located within the front yard setback.

(c) *Recreational facility.*

- (1) Shall be set back at least five feet from the side and ten feet from the rear property lines.
- (2) Shall not be placed within drainage, utility or other easements.
- (3) Shall not be located in front of the principal structure.

Exception: A recreational facility may be located in front of the principal building within the R-1 and R-2 districts, providing the principal building is setback a minimum of 100 feet from the front property line and the recreational facility is setback a minimum of 50 feet from the front property line.

(Ord. No. 1863, § 1863.02, 10-24-2012; Ord. No. 1957, § 14, 12-12-2018; Ord. No. 1963, § 4, 6-26-2019)

Sec. 24-282. - Nonresidential districts.

- (a) One accessory building is allowed. Exception: Picnic shelters, gazebos and similar structures may be allowed as additional accessory structures.
- (b) The maximum floor area allowed is 1,000 square feet or up to ten percent of the floor area of the primary structure in accordance with section 24-123(c). Exception: Size may be increased with a conditional use permit.
- (c) Exterior finish shall be of materials matching the principal structure in color and texture.
- (d) Architectural design must be similar to the principal structure.
- (e) Location of the accessory structure shall be approved by the zoning administrator and shall meet the following standards:
 - (1) The location shall have minimal negative impact on the site and adjacent properties and be outside any easement or drainage areas.
 - (2) The location shall meet the following minimum setbacks:

Request for Council Action

SUBJECT: **Discussion of City Code Provisions Related to Shipping/Cargo Containers**

MEETING DATE: July 10, 2023

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to discuss and provide initial direction on a possible City Code amendment to allow the use of shipping/cargo containers.

BACKGROUND

During the recent Council discussion of the Jersey's Bar variance request to allow the use of a shipping container for a temporary bar back in May of this year, it was suggested that a review and updating of related City Code language may be in order.

Staff has conducted some research on what other cities have for regulations on these containers and how they are defined, but would also appreciate some early Council input to ensure the work is addressing those areas of the greatest interest to the Council.

These containers typically go by the term "shipping" or "cargo" containers. Containers are six-sided steel containers originally constructed as cargo containers used for the transport of goods and materials. Staff does not envision including structures like railroad cars, recreational vehicles, bus bodies, semi-trailers and similar prefabricated items in the allowable uses of cargo containers, unless Council so directs.

Questions for Consideration / Discussion

1. **Area / Location** - Is the intent to allow cargo containers in specific areas of the City, such as near the railroad track, marinas and Heritage Village Park, where they may be seen as a nod to the history and industry of the area? Or is the Council interested in allowing their use in particular zoning districts City-wide, with a general set of standards?

2. **Uses** - Thus far the City has seen proposals for the use of cargo containers primarily as auxiliary bars for established bars and restaurants in town. Presumably, similar food and beverage operations would be treated the same - like a coffee counter or ice cream counter. Staff presumes they would not be allowed to serve as residences, but what about for storage purposes? Other uses?

3. **Primary or Accessory Structure** - Thus far the City has been approached regarding the use of cargo containers as an accessory building on the same lot as an existing primary structure. Is the Council inclined to limit them to use as an accessory structure or to consider allowing them as a primary structure?

Other general performance standards that staff has identified include:

- Maximum dimensions are 20 feet in length, by 8 feet in width, by 8 feet in height.
- Building permit required.
- Shipping containers to be placed on a hard surface such as concrete, asphalt or gravel pad.
- Shipping containers in the floodplain must comply with all floodplain requirements.
- Shipping containers shall comply with all applicable setbacks for permanent principal structures.
- No stacking of shipping containers shall be allowed.
- Shipping containers shall be painted a neutral (?) color that is compatible with the primary structure or to blend in with the surrounding environment.
- All shipping containers shall be structurally sound, operated in a safe manner, and maintained in good repair.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff is requesting input and guidance from Council in order to facilitate the development of an ordinance that would best achieve the Council's desired outcomes.

ATTACHMENTS

1. Standard Shipping Container
2. Shipping container used as bar





Request for Council Action

SUBJECT: **Sustainability Recognition Program**

MEETING DATE: July 10, 2023

ITEM TYPE: Regular Business

CONTACT: Ally Sutherland, Environmental Specialist, 651.604.8511

ACTION REQUESTED

The Council is asked to review and provide feedback on the draft sustainable recognition program for residents and businesses.

BACKGROUND

On February 13, 2023, the City Council approved the 2023 Environmental Advisory Commission (EAC) Work Plan, which includes a goal to develop a sustainability recognition program for IGH residents and businesses. Many cities have created community recognition programs to help recognize community members and businesses for making a positive impact on their community. Sustainability recognition programs are one example of recognition programs created by local governments.

Sustainability recognition programs are created by local governments to recognize community members and businesses for their sustainable achievements. They also help foster sustainability and environmentally friendly practices as a norm in the community. Sustainable practices have a wide range of benefits that support ecological, wellbeing, and economic vitality. Sustainability presumes that resources, both natural or financial, are finite and that they should be conserved and used wisely to benefit current and future generations.

The EAC provided program feedback at the May and June 2023 EAC meetings. Staff have incorporated this feedback and comments received from all city departments, the Chamber of Commerce, Dakota County and Xcel Energy Partners In Energy.

FISCAL IMPACT

Item is budget neutral.

RECOMMENDATION

The City Council is asked to review and provide feedback on the draft sustainable recognition program for residents and businesses.

ATTACHMENTS

1. Draft Parameters
2. Draft Business Application
3. Draft Resident Application

Sustainable IGH

PROGRAM NAME	Sustainable IGH
ELIGIBLE RECIPIENTS INCLUDE	Residents, businesses, and organizations that own or rent a property in Inver Grove Heights
PURPOSE OF PROGRAM	- Recognize residents and businesses for their sustainable achievements. - Foster sustainability as a norm in the community.
RECOGNITION AWARD PROCESS	April 1 through April 22 (Earth Day): Promote opportunity via: - Q2 Insights article - City website news flash and webpage - Social media posts - Environmental e-news article - City bulletin boards - City events - Flyers on city bulletin boards (City Hall, VMCC) - Flyers and signs at city events - Townsquare NDC4 cable channel announcement - VMCC electronic sign board - Chamber communication channels April 22 (Earth Day): Annual application deadline. April 23 through May 31: Staff (Environmental Specialist/EAC staff liaison) reviews applications for completeness and determines recognition level for each applicant. First business day of June: Staff notifies recipients of recognition award. Invites new and existing recipients to the final June City Council Meeting. June City Council Meeting: - Mayor and EAC chair recognize new awardees by announcing their name/business and achievements and giving them the award. - Staff shares list of existing awardees. - Staff takes picture of new awardees with City Council and Environmental Advisory Commission. After June City Council meeting: Promote awardees via: - Q3 Insights article - City website news flash and webpage - Social media posts - Environmental e-news article - Request Chamber shares business awardees
RECOGNITION LEVELS	Applicant must complete required actions plus additional actions as needed for the following recognitions: Bronze recognition: All 5 required actions Silver recognition: All 5 required actions + at least 5 additional actions)

	• Gold recognition: All 5 required actions + at least 10 additional actions) Applicant must not have any active violations with the City, County or State.
RECONGITION AWARD	Award is currently being discussed. Considerations below have been discussed: • Award should be considered sustainable, based on material, purchase source, and longevity. • Potential award options: ○ Dated certificate printed on recycled content paper. ○ Dated program poster for window printed on recycled content paper. ○ Dated digital program award PNG to share on website and social media. ○ City create poster board at city hall with list of awardees. ○ Gold awardees receive native tree sapling donated by partnership organization. ○ Recognized at city council meeting and via communication channels. See timeline above in the recognition award process section above.
RECOGNIZED ACTIONS	See draft resident and business applications for complete lists of potential actions.
OTHER CITY EXAMPLES	Residents and businesses examples • Eden Prairie, Sustainable Eden Prairie Award • LaCrescent, Sustainable Community Award • Minnetonka, Sustainable Minnetonka Award • Maplewood, Re-Energize Maplewood • St. Louis Park, Climate Champions • St. Louis Park, Evergreen Award • Burnsville, Neighborhood Water Resources Enhancement Grant • Burnsville, Community Builder Award • Hopkins, Community Image Award Residents only examples • Red Wing, Jay McCleary Sustainability Award Businesses only examples • Edina, Green Business Outreach Program • Coon Rapids, Community Sustainably Partnership • Rochester, Green Business Program • Golden Valley, Energy Hero Recognition

SUSTAINABLE IGH APPLICATION

Businesses and Organizations

Please complete this application if you are applying on behalf of a business or organization.

BUSINESS/ORGANIZATION APPLICANT

- Business/Organization Name:
- Employee First and Last Name:
- Employee Title:
- Business/Organization Address:
- Business/Organization Phone Number:
- Business/Organization Email:

RECOGNITION PROCESS

*Select all completed actions below. Applicant must complete required actions plus additional actions as needed for the following recognitions: **Bronze recognition** (all 5 required actions), **Silver recognition** (all 5 required actions + at least 5 additional actions) or **Gold recognition** (all 5 required actions + at least 10 additional actions). Please follow URL links to additional information about the action.*

Energy Actions

Energy actions that promote energy efficiency, renewable energy use, and/or improve air quality.

- ☐ **Required Action:** Complete a business energy audit: [Xcel Energy Business Energy Assessment](#), [Xcel Energy Multifamily Building Efficiency Program](#), or [Dakota Electric business energy audit](#). Please share record of completion (email, invoice, etc.)
 - a. **If not applicable (renter/tenant, etc.):** Use LED bulbs for all lighting.
- ☐ Complete additional actions recommended in your building energy audit.
- ☐ Use LED bulbs for all lighting.
- ☐ Use a programmable thermostat.
- ☐ Use an [EnergyStar](#) appliance or upgrade to more energy efficient appliances.
- ☐ Participate in an energy savings programs through [Xcel Energy](#) or [Dakota Electric programs](#).
- ☐ Utilize rebates on energy efficient or renewable energy powered products.
- ☐ Own a building certified by a building efficiency standard, such as [LEED](#).
- ☐ Participate in new construction program offered by [Xcel Energy's New Construction Programs](#) or [Dakota Electric New Construction program](#).
- ☐ Utilize energy benchmarking software to monitor building energy usage.
- ☐ Utilize energy efficient, [Dark-Sky compliant](#) new or replacement outdoor lighting fixtures
- ☐ Power your property with renewable energy ([solar](#), [wind](#) or [geothermal](#)).
- ☐ Subscribe to [Xcel Energy's Windsource](#) or [Dakota Electric's Wellspring Renewable Energy program](#) to support renewable energy.
- ☐ Subscribe to a [community solar garden](#).
- ☐ Drive an [electric vehicle](#).
- ☐ Install an [electric vehicle charging station\(s\)](#).
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

SUSTAINABLE IGH APPLICATION

Businesses and Organizations

Landscaping & Water Actions

Included landscaping and water actions that promote provide habitat for native species, pollinators, and wildlife, and promote local foods, water conservation and good water quality.

- ☐ **Required Action (property owners only):** Landscape your yard or garden with pollinator friendly natives, or other native plants, trees and shrubs. Remove any invasive vegetation and [diseased or infested trees](#) from your property. If recommended by a certified arborist, treat ash trees [to prevent](#) emerald ash borer infestations, oak wilt or other tree diseases. Share a picture of your yard. Describe what native vegetation is present and what invasive vegetive or diseased trees you have removed (if applicable).
- ☐ **Required Action (property owners only):** Only [water your lawn](#) if needed before 4 a.m. and 10 a.m. and on an odd/even schedule based on address number.
- ☐ **Required Action (renters only):** Use at least two [Water-Sense](#) products. Describe which products you use.
- ☐ Plant and maintain a [low-maintenance turf lawn](#) with species such as fine fescues, buffalo grass, blue gramma, and pussytoes.
- ☐ Remove [invasive vegetation](#) from your property.
- ☐ Build a [rain garden](#) on your property per the City guidelines.
- ☐ Collect rainwater in a [rain barrel](#) or other grey water systems to water your plants and trees.
- ☐ Sell locally grown plants and produce.
- ☐ Sell locally made compost or use in landscaping.
- ☐ Install bird, bat, or bee houses on your property.
- ☐ [Leave grass 2 ½ - 3 ½ inches high during hot weather](#) to promote deep root growth and shade the growth crowns.
- ☐ Complete a [shoreline preservation project](#) per city guidelines.
- ☐ Follow the city's [Smart Salting guidelines](#) in winter.
- ☐ Utilize rebates on water-efficient products.
- ☐ Adopt a storm drain.
- ☐ Attend the city's [Local Stormwater Impacts annual meeting](#).
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Waste Actions

Waste actions that promote waste reduction, reuse, composting, safe disposal, recycling and/or litter cleanup.

- ☐ **Required for recognition:** Recycle at your [business](#) or [multifamily property](#) following local recycling rules.
- ☐ Reduce [food waste](#) by donating eligible food.
- ☐ Prevent [unwanted mail](#).
- ☐ Operate a business that promotes reducing, recycling or composting waste.
- ☐ [Incorporate sustainability](#) into your business purchasing.
- ☐ [Rent equipment](#) such as tools and event supplies instead of buying.
- ☐ [Shop for used equipment and materials](#) in good working condition from businesses, non-profit organizations and online exchange websites.
- ☐ [Sell](#) gently used goods. (See Social Actions for donation).
- ☐ Offer reusable bags, mugs, and to-go containers, utensils and napkins to customers.
- ☐ Offer customer discount use of reusable bags, mugs, and to-go products.
- ☐ Operate waste reduction, recycling or composting business.
- ☐ Compost organics via [your waste hauler](#).
- ☐ Use the [Recycling Guide](#) to find out where to get rid of hundreds of unwanted items.

SUSTAINABLE IGH APPLICATION

Businesses and Organizations

- ☐ Participate in a [Very Small Quantity Generator](#) (VSQG) business program, [Dakota County Multifamily Recycling Program](#), or [Dakota County Business Recycling Program](#).
- ☐ Offer public special recycling opportunities for plastic bags, batteries, or other recyclable materials.
- ☐ Adopt an [IGH park](#).
- ☐ Host or organize a cleanup event/day for ponds, parks, natural areas, wetlands, etc.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Social Actions

Social actions that promote community and/or employee wellbeing.

- ☐ **Required for recognition:** Volunteer and/or donate annually to benefit the IGH community. Describe how your business or organization volunteers or donates.
- ☐ Teach IGH residents or businesses about your completed actions.
- ☐ Promote workplace diversity during the hiring process.
- ☐ Offer free or reduced-cost services to vulnerable populations (food, shelter/housing, transportation, education, healthcare, counseling, childcare, etc.)
- ☐ Offer free or reduced-cost services to employees (transportation, education, healthcare, counseling, childcare, etc.)
- ☐ Accept food stamps.
- ☐ Host employee appreciation events and/or activities.
- ☐ Have an internal wellness committee that coordinates wellbeing initiatives for employees.
- ☐ Have an internal green team that coordinates environmentally friendly business practices.
- ☐ Organize a local community group or complete a community project.
- ☐ Participate on a local community board on behalf of your organization.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

SHARE YOUR SUSTAINABILITY STORY

Please answer at least 1 or more of the following questions based on actions you have completed:

- Describe any financial savings you have experienced or plan to experience overtime from taking your actions:
- Describe community and/or employee wellbeing benefits you have witnessed from taking your actions:
- Describe any environmental benefits of your actions:
- Please share any pictures that help showcase your sustainability accomplishments.

SUSTAINABLE IGH APPLICATION

Businesses and Organizations

SIGNATURE

By signing and submitting this application, I authorize the City of Inver to publicly share the following information in all City Communication channels: *Applicant First Name and Initial of Last Name, Business Name, Mailing Address, Actions Completed, Details and Pictures provided in "Share Your Sustainability Story" section*. This information will be publicly shared by the City to highlight your accomplishments and to help inspire others to take sustainable actions.

By signing and submitting this application, I certify that the information I have provided on this application is truthful to the best of my knowledge. I also acknowledge that the City may request additional information to confirm recognition eligibility.

Signature: _____

Date: _____

DRAFT

SUSTAINABLE IGH APPLICATION

Residents

Please complete this application if you are applying as a resident.

RESIDENTIAL APPLICANT

- First and Last Name:
- Address:
- Phone Number:
- Email Address:

RECOGNITION PROCESS

Select all completed actions below. Applicant must complete required actions plus additional actions as needed for the following recognitions: **Bronze recognition** (all 5 required actions), **Silver recognition** (all 5 required actions + at least 5 additional actions) or **Gold recognition** (all 5 required actions + at least 10 additional actions). Please follow URL links to additional information about the action.

Energy Actions

Energy actions that promote energy efficiency, renewable energy use, and/or improve air quality.

- ☐ **Required for recognition:** Complete a [Home Energy Squad](#) visit or receive energy upgrades through the [Weatherization Assistance Program](#) (if eligible). Share record of completion (email, invoice, etc.)
 - a. **If not applicable (renter, condo, etc.):** Use LED for all lighting.
- ☐ Complete actions recommended by your home energy audit.
- ☐ Use LED bulbs for all lighting.
- ☐ Use a programmable thermostat.
- ☐ Use an [EnergyStar](#) appliance or upgrade to more energy efficient appliances.
- ☐ Participate in an energy savings programs through [Xcel Energy](#) or [Dakota Electric programs](#).
- ☐ Utilize rebates on energy efficient or renewable energy powered products.
- ☐ Own a home certified by a building efficiency standard, such as [LEED](#).
- ☐ Utilize energy efficient, [Dark-Sky compliant](#) new or replacement outdoor lighting fixtures.
- ☐ Power your property with renewable energy ([solar](#), [wind](#) or [geothermal](#)).
- ☐ Subscribe to [Xcel Energy's Windsource](#) or [Dakota Electric's Wellspring Renewable Energy program](#) to support renewable energy.
- ☐ Subscribe to a [community solar garden](#).
- ☐ Drive an [electric vehicle](#).
- ☐ Install an [electric vehicle charging station](#).
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

SUSTAINABLE IGH APPLICATION

Residents

Landscaping & Water Actions

Included landscaping and water actions that promote provide habitat for native species, pollinators, and wildlife, and promote local foods, water conservation and good water quality.

- ☐ **Required Action (property owners only):** Landscape your yard or garden with pollinator friendly natives, or other native plants, trees and shrubs. Remove any invasive vegetation and diseased trees or infested from your property. If recommended by a certified arborist, treat ash trees to prevent emerald ash borer infestations, oak wilt or other tree diseases. Share a picture of your yard. Describe what native vegetation is present and what invasive vegetive or diseased trees you have removed (if applicable).
- ☐ **Required Action (property owners only):** Only [water your lawn](#) if needed before 4 a.m. and 10 a.m. and on an odd/even schedule based on address number.
- ☐ **Required Action (renters only):** Use [Water-Sense](#) products. Describe which products you use.
- ☐ Plant a [low-maintenance turf lawn](#) with species such as fine fescues, buffalo grass, blue gramma, pussytoes, etc.
- ☐ Build a [rain garden](#) on your property per the City guidelines.
- ☐ Use a Landscaping for Clean Water grant from Dakota County Soil & Water Conservation District to complete a [Landscaping for Clean Water project](#), including rain gardens and more.
- ☐ Collect rainwater in a [rain barrel](#) or other grey water systems to water your plants and trees.
- ☐ Buy locally grown produce or grow [your own food](#).
- ☐ Use locally made compost in gardens or landscape.
- ☐ Take one or more [Landscaping for Clean Water classes](#).
- ☐ Install bird, bat, or bee houses on your property.
- ☐ [Leave grass 2 ½ - 3 ½ inches high during hot weather](#) to promote deep root growth and shade the growth crowns.
- ☐ Complete a [shoreline preservation project](#) per city guidelines.
- ☐ Follow the city's [Smart Salting guidelines](#) in winter.
- ☐ Utilize rebates on water-efficient products.
- ☐ Adopt a storm drain.
- ☐ Attend the city's [Local Stormwater Impacts annual meeting](#).
- ☐ Participate in the [Master Water Stewards](#) program.
- ☐ Participate in the [aquatic invasive species detector](#) program.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Waste Abatement Actions

Waste actions that promote waste reduction, reuse, composting, safe disposal, recycling and/or litter cleanup.

- ☐ **Required for recognition:** [Recycle at your home following these recycling rules](#).
- ☐ Reduce [food waste](#) meal planning, storing food properly and more.
- ☐ Prevent [unwanted mail](#).
- ☐ Make and use [Green Cleaners](#).
- ☐ Take home free second-hand products from the [Reuse Zone](#), located at the The Recycling Zone.
- ☐ Participate in a [Community Swap](#).
- ☐ Participate or volunteer at a [Dakota County Fix-It Clinic](#).
- ☐ [Rent equipment](#) such as tools, outdoor gear and event supplies instead of buying.
- ☐ Shop secondhand at [brick-and-mortar stores](#), garage sales or through online outlets such as facebook, nextdoor, craigslist, thredUP and more.
- ☐ Sell gently used goods at a local donation center, garage sale or online outlets. (See Social Actions for donation).
- ☐ Use reusable bags, mugs, and to-go containers, utensils and napkins.
- ☐ Compost organics via a residential [organics drop-off](#) or [at home](#)
- ☐ Use the [Recycling Guide](#) to find out where to get rid of hundreds of unwanted items.

SUSTAINABLE IGH APPLICATION

Residents

- ☐ Participate in a the [Dakota County Recycling Ambassador Program](#).
- ☐ Attend a [city residential special collections event](#) to recycle unwanted items.
- ☐ Join a local [recycling tour](#).
- ☐ Utilize [The Recycling Zone](#) to dispose of hazardous waste, small electronics, recyclables and more.
- ☐ Adopt an [IGH park](#).
- ☐ Host or organize a cleanup event/day for ponds, parks, natural areas, wetlands, etc.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

Social Actions

Social actions that promote community wellbeing.

- ☐ **Required for recognition:** Volunteer and/or donate annually to benefit the IGH community. Describe how you volunteer or donate.
- ☐ Teach IGH residents about your completed actions.
- ☐ Offer free or reduced-cost assistance to a neighbor(s) in need.
- ☐ Organize a local community group or complete a community project.
- ☐ Participate on a local community board.
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

SHARE YOUR SUSTAINABILITY STORY

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