

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

Monday, February 8, 2021 at 7:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, February 8, 2021, will be provided to the Council at or before the February 8, 2021, meeting. **Phone Number to Reach Meeting: 651-450-2471**

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

All items on the consent agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which event the item will be removed from this agenda and considered in normal sequence.

- A.** i. Minutes from the January 4, 2021 City Council Work Session.
ii. Minutes from the January 11, 2021 City Council Meeting.
- B.** Disbursements for Period Ending February 2, 2021.
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Consider Approval of a Federal Grant Policy.
- F.** Consider Approval of a Resolution relating to a Variance to allow a monument sign setback 50 feet from centerline of Courthouse Boulevard for property located at 9260 Courthouse Boulevard. Dakota County Smart Center Case No. 21-56V.
- G.** Consider Approval of Settlement Stipulation to Conclude the Dalsin Eminent Domain Acquisition for City Project No. 1702-29 (Highway 3 and 65th Street W Improvements).
- H.** Consider Approval of Resolution Authorizing Easement Acquisition for City Project 2021-01 - NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04, CPN 2016-05) and 70th Street (CPN 2015-08).
- I.** Accept the Body Worn Camera (BWC) Audit Conducted by Minnesota Security Consortium as Required by MN Statute 13.825 Subd 9(c).
- J.** Resolution Approving Joint Powers Agreement (JPA) with Dakota County for the Feasibility Study and Preliminary Engineering for City Project No. 2016-17 - 117th Street Reconstruction and Modernization
- K.** Consider Resolution Accepting Engineering Services Proposal from Stantec for Watermain System Analysis for City Project Nos. 2022-09D and 2023-09D - Dawn Way North and South Neighborhood Street Improvements.

- L. Consider Approval of the Wetland Replacement Plan submitted by Dakota County for CSAH 26 Reconstruction.

5. Public Hearing

- A. Consider Approval of New Additional Business Owner, Craig Alois Kristof, Old World Pizza.

6. Regular

Community Development

- A. **UNITED PROPERTIES** - Consider the following resolutions for property located on Courthouse Boulevard, west of Barnes Avenue:

- 1) A Resolution relating to a Preliminary and Final Plat, Improvement Agreement, and related agreements for Inverpointe Business Park Second Addition.
- 2) A Resolution relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block, 1, Inverpointe Business Park Second Addition.

- B. **BUILDERS LOT GROUP/EAGLES LANDING-** Consider the following for property located at 2655 70th Street; (tabled from December 14, 2020)

- 1) A Resolution relating to a Preliminary Plat for an 11-lot single family development to be known as Eagles Landing,
- 2) A Resolution relating to Variances from the minimum lot size and width standards.

Fire

- C. Consider Approval for Fire Department to make application for Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Legal

- D. Consider Approval of Conflict Prosecution Contract.

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. Executive Session

9. Mayor and Council Comments

10. Adjourn

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

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JANUARY 4, 2021. 6:00 PM - 8150 BARBARA AVENUE
****Meeting Via In-Person or Zoom Video Conferencing****

A. CALL TO ORDER: The City Council of Inver Grove Heights met for a Work Session on Monday, January 4, 2021. The meeting began with a Swearing In of the new Mayor and two new Council Members at 6:00 p.m.

1) Swearing in of New Council:

Former Mayor George Tourville stated he has worked with Councilmember Bartholomew on the Council for the last eight years and is honored to be Swearing him in. He began with the Oath, Swearing In, and signing with Tom Bartholomew for the position of Mayor. George Tourville stated this was his last official duty after serving for 39 years with the City of Inver Grove Heights. He wished the Council the best of luck.

Judge Vicki Vial Taylor was in attendance for the Swearing In of two new Councilmembers. John Murphy was first for the Oath, Swearing In, and signing for the position of Councilmember. Susan Gliva was next for the Oath, Swearing In, and signing for the position of Councilmember. Photos were taken.

Mayor Bartholomew called the meeting to order at 6:08 p.m. The Pledge of Allegiance was recited.

Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Murphy, and Gliva; City Administrator Joe Lynch, City Attorney Bridget McCauley Nason, and City Clerk Rebecca Kiernan. Present via Zoom Video Conferencing: Technology Manager Marc Gade and Pam Whitmore; League of Minnesota Cities.

2) City Council Protocols/Decorum discussion:

City Administrator Joe Lynch stated Pam Whitmore with the League of Minnesota Cities is joining via Zoom with a presentation.

Pam Whitmore, Collaboration & Mediation Manager, League of Minnesota Cities Insurance Trust, stated she runs the Collaboration Program that involves going around to different City Council's across the State and giving workshops on items Councils want to learn more about. This could include: Conflict, Governance, Communication Practices, Open Meeting Law, and Social Media. There is also a newly Elected Leadership Institute. It is a combination of online courses, virtual interaction, and follow up streaming that takes place at the end of January. If anyone is interested information is on the League website.

She suggested the Elected Officials introduce themselves and if they had a chance to do one of the Readings, what they found important for being a group decision maker.

Councilmember Rosemary Piekarski Krech stated she has been on the Council for a long time. One of the strategies was listening, it is extremely important.

Councilmember Sue Gliva, just sworn in as Councilmember, stated one of the things she found interesting was a section that spoke of doing a lot more listening, understanding backstory, and point of view better. This helps understand where people are coming from to begin with rather than concentrating on what needs to get done.

Mayor Tom Bartholomew has been on the Council for eight years and is the newly Elected Mayor. He stated he found the points of reference to problem solving, engagement, and results driven conversation within the reading material.

Ms. Whitmore stated the Readings come from a book called Difficult Conversations. She had copies for everyone.

Councilmember Brenda Dietrich is in the middle of her first term on Council. An item she found interesting is that it is important to know what other people's communication style is. For example: someone who is concise, to understand they do not want small talk, they want facts. Meeting people where they are at is very valuable.

Councilmember John Murphy, newly sworn in as Councilmember, stated the information about listening was intriguing and about how an individual's past leads to their perspective and communication styles.

Ms. Whitmore stated Elected Officials are transitioning from running for Council and entering into the world of being one of five decision makers. It is not always about how to agree, but having discussions, conversations, and roles. Coming together is the Election part, staying together is working in the meetings, and then working together, and having that success.

Making the transition to being a group decision maker brings in one's own ideas and experience. Mind setting to listen and understand perspectives of others who are a part of the group. The City will benefit overall by hearing everyone's perspectives. She stated there will be discussion about how to listen and how to ask questions. How questions are asked and how one listens can make a huge difference for communicating as a group. When being one of five, it is very important to make sure that nobody feels left out. The entire City is the customer base. The ultimate goal is not just compromise; it is integration.

Ms. Whitmore stated the Council's role is Mission and Policy, for the City to have good policy and communication between Staff and Council. Inver Grove Heights is a Statutory "A" City with five Councilmembers. Under Minnesota Statutes go to Chapter 412 to see what Councilmembers duties are. In talking with other Statutory Cities, it may be noticed that some Cities do things differently. Every City is different and in charge under 412,211 of creating policy to conduct their own business. There are specific Statutory duties located under 412,221. Those include:

- Working only as a Body
- Getting information from Staff
- Conduct City Finances
- Adopt Ordinances
- Adopt Budget
- Vacation of Streets
- Establish Advisory Boards
- Establish Policies and Rules of Procedure
- Other specific duties as specified in Statute

Leadership duties:

- Group decision maker.
- Have information gathering and decision making inside of meetings.
- Coming prepared to the meetings, asking questions ahead of time. This respects Staff time.
- Running the meeting. Respecting everyone has the time to have their dialog and debate.
- Sometimes issues can become very personal. Asking in a different way makes people less defensive.
- Listening to Learn.

Ms. Whitmore asked those who have been on the Council (Piekarski Krech, Bartholomew, and Dietrich), if there has been opportunity to share with new Councilmembers common communication practices, how items go on the Agenda, or how to get information from Staff.

Mayor Bartholomew responded not as much time as they would like. They are all distanced. There was a structured meeting with Administration, Department Heads, newly Elected Officials, and existing Officials. He does not believe they have had enough discussion regarding Agendas and Communications.

Councilmember Piekarski Krech responded she learned those protocols when newly Elected and met with the City Administrator, City Attorney, and went to the Leagues Training Program. She commented it is difficult with the Open Meeting Law.

Ms. Whitmore responded the Open Meeting Law is meant for Official City Business. Some operational items will not be covered under the Open Meeting Law. Speaking to one person would be fine. Some questions would be: About an Agenda Item, proper protocol, how to get questions answered, is it through the City Administrator, or through Staff copying the City Administrator. She stated in working with other Cities one of the biggest things causing some to feel they are not a part of the team is feeling like there are discussions that do not include them, do not know processes, and do not feel a part of it.

Ms. Whitmore stated the Mayor runs the meeting, is the symbolic head of the City. She asked if he is the tiebreaker.

Mayor Bartholomew responded he was not sure he was the tie breaker, or if they could have a tie with five.

Ms. Whitmore responded with Statutory Cities is there is no one who can break the tie. One exception would be if there is a vacancy on the Council. The Council fills that vacancy by Resolution and fills the vacancy position. If there is a two/two tie on the person in the position, the Mayor breaks the tie.

Mayor Bartholomew stated current voting is done in rotation. Whoever was first goes last on the next vote. They very seldom have the same person to get to a two/two vote.

Ms. Whitmore discussed Keys to Successful Collaborations:

- Clarity on roles and City Policies
 - Job Descriptions
 - Personnel Policies
- Know how to get information
 - Know how to get on the Agenda
 - Follow common communication practices with Staff
 - Make Staff aware of questions. Staff may want to use the standard report or executive summaries
 - Respect Staff time
- Know how to give information
 - Utilize Staff to provide information to other Elected Officials
 - Common practice in public responses
 - Back team decisions even if disagreeing
- Priorities: Establish, know, or adjust agreed upon priorities
 - Have annual planning meetings
 - Have Staff provide overview of their day to day at annual meeting

She asked what the practice was in the City.

Mayor Bartholomew responded he did not know if there was a common practice. In the past if there was a question of Staff and need to contact them, let the City Administrator know you are reaching out. He stated a few days prior to meetings he would review questions he has with Department Heads relating to the Agenda Item. It is easier to get through the meeting, helps clarify the position being made by Staff, and helps know what Staff is presenting. He stated he did not believe there to be a formal way in writing or procedure to contact Staff.

Ms. Whitmore responded it does not have to be formal in writing but encouraged the discussion, so everyone has the common practice. She stated another item the Mayor addressed was having discussions with Staff before meetings. Having those discussions prior will make the meeting better, benefit the public for a more robust discussion, and have Staff feel better prepared.

Mayor Bartholomew added if asking questions of Staff and receiving an answer, he requested Staff copy all Councilmembers with the answer.

Ms. Whitmore responded that was good practice. The Open Meeting Law allows Staff to send information to all Council.

Ms. Whitmore stated Elected Officials have communication with each other, Staff, and the public. The role is to listen to the public. Get into a common practice, even if you do not agree, state it was a group decision and the direction the City would be going with. This creates more of a team feel for the City and reduces the amount of potential division in the public.

Setting priorities helps Staff. Councils that follow this have better success in working with Staff.

Mindfulness of Roles:

- Budget: Work with Staff on the process of budgeting.
- Leadership Roles: Coming prepared, attending the meetings, asking ahead of time, focusing on policy, and trying to avoid disruptive conversations.

She stated long meetings can be difficult. She asked if the Council has iPads.

Councilmember Piekarski Krech responded they do.

Ms. Whitmore responded it is easy to get distracted. Keep in mind when having group discussions, if not looking at the person, you are not really listening. That could create division or hard feelings in a decision-making setting. Avoid side conversations and getting distracted.

Ms. Whitmore stated Council packets have an activity with a couple of scenarios:

Scenario 1: Councilmember gets Elected, loves the City they live in, cares about the Community, sometimes it is hard to stay at the policy level. For example, there are Public Works employees standing by their truck and the Councilmember feels they are taking too long of a break. Following employees around, Employees get upset, Councilmember gets defensive because they are trying to make sure money is not being spent irresponsibly with people not working when they should be.

She asked what the issues were.

Councilmember Piekarski Krech responded staying in your lane. Being on the Council takes on a role. Following them as a citizen, versus as a Councilmember, puts a different spin on what is taking place and how it is viewed. She commented she could see where employees would get very upset. It should go to the Supervisor or Department Head. Not the Councilmember taking on the role of being the employer.

Ms. Whitmore asked what the first thing the Employee would say to the Councilmember when stopping and telling them to get back to work.

Councilmember Piekarski Krech responded they would say "I am working".

Councilmember Dietrich responded they would say "You are not my boss".

Ms. Whitmore stated one person is not going to be able to give direction to any Employee.

Scenario 2: Ms. Whitmore stated they often use a fictional City name for some of their activities, called Mosquito Heights. The question: Mosquito Heights lost their Administrator and the Council voted to hire a Headhunter. A week after, the Acting Administrator received an email from someone in a neighboring City, the email states she would be offered the City Administrator position soon because the Mayor has been talking to her for months and is setting it up. She would like to get in and get some transition going because they know they are going to need to clean house.

Ms. Whitmore asked what the issues were with this scenario.

Councilmember Piekarski Krech responded not working as part of a team.

Ms. Whitmore stated this happens a lot with the person who runs the meeting, the main conduit. This can get confusing because a lot of times they just want to help. It needs to be a Council decision.

Scenario 3: This scenario happened a few months ago with COVID and frustrations. She stated a Councilmember thought they could negotiate a better deal on a City vehicle they were going to purchase. They went directly to the vendor, negotiated, and then came back to the Council.

She asked what the issue is.

Councilmember Murphy responded it is the difference between leadership and management. Setting the vision and executing on that vision.

Ms. Whitmore stated she uses these simple scenarios to be the reminder of policy. This is a team decision maker; they need to stay at the policy level and work as a group and an entity. This does not mean you cannot delegate to Staff or to a Councilmember to look into something. Decisions need to be made as a majority. With this Scenario, the Elected Official signed the Contract. There was a time the vendor was going to hold the Councilmember individually responsible for the Contract amount. When not acting as a team, it could create additional liability.

Ms. Whitmore discussed Managing Meetings:

She asked the Council what defines a good meeting, what is something that would be a terrible meeting, or has happened to make a terrible meeting.

Mayor Bartholomew responded the narrative gets lost in the discussion. The input gets too long, scattered, and not focused. It takes on a life it should not and goes in a direction it was not intended. He stated input and discussion have to be kept to the point of the topic. When getting off track, it needs to be brought back.

Councilmember Gliva agreed. She stated as a new member, she was out in the audience watching meetings, and believes they have room to improve on the continuity and flow of meetings. Keep things concise and on task.

Ms. Whitmore stated to help with that, if organized and have a good Agenda, structure the meeting. Having the commitment to the duties as a participating member of the Board. This means listening to one another, staying on task, no side conversations, respecting other points of view, and having the meeting go through the Mayor can help.

Ms. Whitmore discussed General Duties during meetings:

- The Mayor runs the meeting.
- Rules of process should be in place, whether officially adopted or based on rules of process.

Mayor Bartholomew stated they try to follow Roberts Rule. The decorum with Councilmembers has been generally good. Waiting turns asking to speak. They have done a good job and suspects that would continue.

Ms. Whitmore stated there is a document included in the Council packets called "Making Meetings Work". For new Councilmembers there is a list of Motions. It is an easy reference to have out at meetings about how to make a Motion and is based on Roberts Rules. There is no requirement under the Open Meeting Law or Statutes that the Council has to have Rules of Process. It is best practice to have them, and makes meetings run a lot better. The important part for decision making is that there is a Motion, a second, and a vote with a majority vote that has passed. If the Rules of Process are not followed, that is not going to invalidate any decisions. She stated Rules of Process will make everyone feel heard and give the opportunity for dialog.

Ms. Whitmore stated the Mayor runs the meeting, but other Councilmembers feel like things are getting off track. There are ways, directing through the Mayor, to get things back on track. It is everyone's duty to stay on topic. If that does not work, you can ask for Points of Order or Points of Clarification to the Mayor to try to direct the conversation back.

She stated the Legislature stated at the last Session, especially with remote meetings, if any Elected Official joins remotely, there has to be roll call votes on everything.

With Motions, if there is a lack of clarity, repeating what the Motion is at the end. If Staff has questions, seeking clarifications about the directive will allow for things to work better in the long run.

Ms. Whitmore stated there are different points within Robert's Rules that can be brought up to help groups facilitate the discussion to be more on track:

- Point of Order: When there is a violation of the rule. More formal way to get things back on track if needed.
- Calling the Question: If the discussion is going on and on, do not use it as a weapon. Make sure everyone has their chance to be able to have discussion on a Motion.
- Point of Personal Privilege: Used when listening to public, cannot hear someone, more of a personal need.
- Point of Information: Having it go through the Mayor for more information about process or content of the Motion. If there are a lot of Amendments to the Motion, or unclear on what is being voted on, ask for Point of Information to clarify.

Ms. Whitmore stated Chapter 412 for Statutory Cities gives Council the authority to have discussion over their business meeting. You can suspend the rules if that is necessary to address things not complying with the formal structure of Roberts Rules.

If meetings get out of control, having a hot issue, or not complying with Public Comment Policy, Council can always take Strategic Breaks. Keep in mind if the meeting gets out of control and there is not good discussion going on, do not say the word "adjourned", that will end the meeting. Then you would have to have three days' notice for the meeting to happen again, then it would be a Special Meeting. The word adjourn technically ends the meeting.

Councilmember Piekarski Krech stated when she was Mayor there was a rather fractious Council. At one point she called meetings into recess 10 to 15 times in an evening.

Ms. Whitmore discussed Councilmember Participation:

- Keep meetings moving forward even when things get contentious.
- Let one person speak at a time.
- Let the Mayor recognize people before speaking.
- Confining the debate to a current issue.
- Putting things on the Agenda if there are new things wanted.

She asked if the Agenda contained an area for new business. Mayor Bartholomew responded there is a section at the end of the meeting for Council Comments and Discussion. Ms. Whitmore recommended comments be kept to issue or policy. Meetings will run better that way.

Ms. Whitmore discussed Communication Practices and Dialoguing:

There is a distinction between debate and dialog. In meetings for Councils, hearing from different people in the City and bringing in those perspectives, she prefers it get to a dialog. There is an overview of the book she included in the packet located on Pages 145 and 146. It shows:

1. Learning your story
2. Expressing your views and feelings
3. Problem solving together

She stated in addition to common practices or policies, how you communicate matters:

- Know your own communication style
- Know when you are getting defensive
- Understand other people in the conversation have different communication styles and different perspectives
- Know that everyone brings in their own life experiences, history with each other, biases, and generational experiences.

She asked those that took the test on communication style, what they ended up being.

Councilmember Murphy stated he has done a few over the years and they all seem pretty consistent. He was labeled a planner. She stated he would be very purposeful. Likes details and information. Councilmember Murphy agreed. She stated that is helpful to all on the Council to know. She asked what would drive him crazy in a meeting. Councilmember Murphy responded he liked to stay on task and get things accomplished.

Councilmember Dietrich stated she has been consistent with the results of being a thinker. Ms. Whitmore responded that means logical and likes facts, sees a big picture. She asked what drives Councilmember Dietrich crazy in a meeting. Councilmember Dietrich responded unpreparedness.

Councilmember Piekarski Krech stated she is a thinker and a connector. Ms. Whitmore asked if she liked to hear everyone's opinion. Councilmember Piekarski Krech responded generally, yes. She does not like to form an opinion until she gets other people's ideas. Ms. Whitmore asked if there was anything that drove her crazy when having a conversation with someone. Councilmember Piekarski Krech responded stupidity.

Mayor Bartholomew stated this was the first time he has taken a test like this and came out as a Planner. He likes to look at the big picture and determine what the issues are and comes up with solutions and ways to approach a problem.

Ms. Whitmore asked what makes him crazy. Mayor Bartholomew responded the lack of opportunity when an individual is speaking. To close the gap to teach, to miss the teachable moment, to not be clear. He stated the individual speaking understands the issue very well and should take the opportunity to teach, show, and explain why their position is what it is. Sometimes the opportunity is lost in conversation. She asked why he thought that was. Councilmember Bartholomew responded it is a lack of conviction, deer in the headlights in front of Council. He believes they have to coach individuals and give them the opportunity to be strong in their convictions, but to explain why their position is their position. To also give follow-up, if this position was not to their liking, consider another, it may not be what they like but it is a consideration. Ms. Whitmore stated he likes someone having alternatives or options. Councilmember Bartholomew responded he does. He likes a strong set of conviction.

Councilmember Gliva responded she is a thinker. She likes to see data, facts, think things through before coming up with a solution. She likes spreadsheets. If problem solving, likes to see details. Ms. Whitmore asked what drove her crazy during meetings with dialog. Councilmember Gliva responded when someone presents a problem or solution, and it sounds fantastic, execution may not be that easy. That is where she looks for more details.

Ms. Whitmore stated most Councilmembers are planners or thinkers. This is good for Staff to know. Agenda packets and information in them would matter. In meetings, they may consider having Work Sessions to spend more time on Agenda items in order to have the data needed. She asked what the Council thought about this. Mayor Bartholomew responded with issues that need further discussion, they discuss them in Work Sessions prior to bringing it to Council to determine what direction Staff takes, and what important issues the Council sees. They have Work Sessions at the beginning of each month. He stated in the past they have been good at taking the time for a Work Session and to understand what the direction may be and where headed. This allows Staff time to bring their recommendation to the Council. He would like to see the Council continue with this.

Ms. Whitmore stated knowing their communication style and reminding themselves of what their communication styles are when having group discussion, would be the best technique to have good dialog. When getting frustrated it is helpful to remind themselves that others communicate differently. She stated everyone in the room brings in their own history and set of experiences. That may change how one thinks. Take the time to educate

others in the room about position and interest. She stated knowing that all have information that only they know about, it is their job to educate others. It is the colleague's job to listen and your job to listen back.

She stated one of her favorite parts of the readings was from the Uncle and the Nephew. In the reading the Uncle takes the Nephew to a high school homecoming parade. As they are walking away, the Uncle asks the Nephew what he thought of the parade. The Nephew responded it was the best truck parade he had ever been too. The Uncle was confused because he did not even notice the trucks because they all had different things they were looking for in the experience. She asked that Council keep that in mind during their meetings. Everyone is bringing in their own experiences and how they view things. Remind yourself of this and take time to see what those experiences or interests are.

Ms. Whitmore discussed Elements of a Conversation:

1. Knowing yourself. Most important. Everyone knows themselves best. Their own communication style and how they approach things would change how the dialog goes. Reminding yourself of your own communication style is very important.
2. Being authentic. Means you really want to hear the other person's perspective. Get all the data. Do not act like you want the data, be authentic. The person on the other side is going to know when you are not authentic.
3. Listen. Not talk. While you are not talking, you are not doing your grocery list in your head or thinking of other things. Focus on the other person talking. This often means asking questions and verifying that you understand.
4. Assume nothing about the speaker and desire to learn more. Be curious.
5. Practice Empathy. Taking the time to listen and understand. Does not mean you have to agree with everyone.
6. Paraphrase
7. Speak back with clarity. Clarifying what the other is saying and if you are understanding creates better dialog.

Engage in Dialogue:

- Talking in your "I" voice is easier. If getting interrupted a lot, instead of saying "you always interrupt me" Say "I am really frustrated, I am trying to tell my perspective, I want to hear yours, but I need to finish mine first". This does not put people on the defensive. Taking the "you's" out will be helpful in dialog. She stated if the topic is going off topic a lot, or goes in a different direction, have one issue at a time.

Where to Start? Listening and Fairness:

- Being curious means wanting to listen. For example: What information do you have that I do not have, help me understand, remind me of what we talked about last time. These are more open ended and a better opportunity to get to underlying interests.
- It is ok to disagree. If disagreeing, saying you "want to make sure what you are saying first, and then asking questions" come back with what you are trying to say is your interest and how to move forward together once known.
- Do not focus on the past, focus on moving forward.
- Recognize when getting protective or defensive. People recognize people have things that are special or close to them. If saying "I get really protective of this", Say "my voice is probably sounding louder, I am not angry, I am just very passionate about this and it upsets me that I don't feel like you are listening to me". Being honest about how you are feeling can be a very good starting spot.

Good Question Asking: Why, What, How:

- Can you say a little more about how you see things?
- What information might you have that I do not?
- How do you see it differently?

- What impact have my actions had on you?
- Were you reacting to something I did?
- Say more about why this is important you?

Not Good Question Asking:

- Do not insert your own ideas in the form of a question.
- Do not ask closed questions.
- Do not ask a question that really is a statement.
- Do not ask leading questions.
- Do not ask cross examination questions.

Listening Skills: Listening is not forming your argument in your head to respond.

- Stop talking.
- Engage in one conversation at a time.
- Empathize with the person speaking.
- Ask questions.
- Do not interrupt.
- Show interest.
- Concentrate on what is being said.
- Do not jump to conclusions.
- Control your anger.
- React to ideas, not to the speaker.
- Listen for what is not said. Ask questions.
- Share the responsibility for communication.

Tell your Why: Finding the Intersection:

1. When...
2. I feel...
3. Because I...
4. (Pause for Discussion)
5. I would like...
6. Because that way...
7. What do you think?

When I always get interrupted:

- I get angry... and I do not feel like I am being heard.
- I really would like to be able to finish what I am saying.

After Reframing, then Synthesize:

- What is really important seems to be...
- Here is the connection, is that right?

Process Summary:

- Creating a safe space for dialog.
- Agree on problem or decision to be made.
- Asking questions and listening to be able to brainstorm.

Body Language:

- Facial Expressions. There are studies that state when someone is speaking:
 - Those listening understand the meaning of what is being said by the non-verbal language: 55%
 - Tone of voice: 37%
 - Actual words: 8%

3) Data Practice, Data Privacy & Social Media:

City Attorney Bridget McCauley Nason discussed the Open Meeting Law (OML):

- The Open Meeting Law applies to the City Council and all other similar bodies. All meetings must be open to the Public.
- Different types of groups are subject to the Open Meeting Law:
 - City Council Meetings
 - Council Work Sessions
 - EDA Board Meetings
 - Planning Commission
 - Environmental Commission
 - Other standing City Committees/Commissions
- A meeting is not defined in State Statutes. Defined in Case Law:
 - A quorum of the Body
 - Discusses, decides, or receives information as a group, and
 - Information is related to official business
- “Inside the Room” Meetings:
 - Open Meeting Law requires certain notification requirements based on the type of meeting (regular, special, emergency).
 - Additional requirements apply to remote/hybrid meetings
 - Roll call votes
 - Ability of public to monitor meetings
- “Outside the Room” Meetings: Challenging. Be aware of your situation and your surroundings. If it constitutes a meeting, it needs to be noticed, opened to the Public, and other requirements apply.
 - Social Gatherings
 - No violation if no quorum; or
 - No City business is discussed. There may be situations where there is a quorum present. The legal side, do not have conversations regarding City business. The perception side, there could be questions about what is being discussed.
 - Trainings
 - General Information; acceptable. Can attend events. Any League programs receiving general information on City business and matters. This is not a violation of the Open Meeting Law.
 - City-specific discussion; problematic. If Council meets and discusses City business, it will have to be treated like a meeting.
 - Email
 - Too many members involved could result in a quorum
 - Message is received by the group
 - Message contains information related to Official business

Meetings: IPAD Opinion 09-020

City Attorney McCauley Nason stated in 2009 there was a situation involving the Joint Powers Board called the Metro Gang Strike Force made up of Law Enforcement Agencies from around the Metro area. There was a situation where Board received news there was going to be a story that would not speak highly of the Board. An email was sent out saying they should get ahead of this, and how to respond. Seven of the Board Members (constituting more than a quorum) interacted by email on a subject by hitting “Reply All”. She stated the question presented to the Department of Administration was whether or not there was an Open Meeting Law violation when there is an exchange of email messages related to the activities of the Joint Powers entity. The Department of Administration determined there was because there was a quorum of the Board. She stated the matter was discussed and received by the group; all were sent the email. The matter was characterized as “a matter of high importance” in the emails (Official business).

A few of the lessons learned from this:

- Important to receive information from the City in a "one way" fashion. Example: Weekly update sent out from the City Administrator. City Staff can send all email communication. It becomes problematic when someone hits "reply all" and has a substantive discussion regarding the contents of the email. The recommendation is to reply back to the Staff Member only with one other Council Member.
- You can have two members of the Council, just do not forward, or copy the email to other Councils. There is something called a "Serial Meeting" where people try to skirt the meeting law by limiting their communications to one person. If engaging in a meeting, but do it in a serial fashion, it could violate the Open Meeting Law.
- There is an unpublished Court of Appeals decision from 2012 that found email communications (two email messages) were deemed to not be subject to the Open Meeting Law as the Court Opinion stated the Open Meeting Law only applies to Oral Communications. This was an unpublished decision, not presidential, and was narrowly focused on the particular content of the emails. Best practice recommendation is to avoid any serial email communications.

Open/Closed Meetings:

- Some meetings must be closed
- Some meetings may be closed

She stated the general default rule is everything is done in Open Session. Closed Sessions are based on the topic of discussion. Under the Open Meeting Law, the Council may close the meeting to discuss.

- In certain situations, meetings must be closed:
 - Council has to close the meeting whether or not they want to. In other situations, it is a discretionary action of the Council. This includes the discussion of certain non-public data:
 - Victims of crimes
 - Criminal investigations data or Internal Affairs data
 - Internal Affairs data regarding Law Enforcement
 - Health, educational, and medical data
 - Preliminary consideration of allegations or charges against an individual subject to the Council's authority.
- Council may choose when to close a meeting to discuss:
 - Labor Negotiations
 - Certain Performance Evaluations
 - Attorney-Client Privilege
 - Active or threatened litigation when the need for absolute confidentiality outweighs the public's right to know. Only arises in the context of active or threatened litigation. Discussion needs to take place about potential litigation, litigation strategy, costs, risks, the City's best position. The Council may close the meeting.
 - In these situations where meetings are closed except for situations of a closure due to Attorney/Client privilege. All these meetings are required to be recorded and retained for a certain length of time. This ensures whether or not the scope of the discussion strayed from the purpose of the closed meeting, or the allowed and stated reason for being closed. The tape is available in a litigation context.
- Council may close a meeting to discuss:
 - Purchase or sale of real or personal property
 - Determine asking price
 - Review non-public appraisal data
 - Consider counteroffers
 - Security Briefings
- Penalties:
 - \$300.00 for each occurrence and Attorney's fees (up to \$13,000). \$300.00 fine cannot be paid by the City. Attorney's fees and other damages could be paid by the City.
 - Removal from office for three or more violations.

- Public backlash if deemed Council has violated the Open Meeting Law.
- Takeaway:
 - Open Meeting Law applies to all “meetings” of a quorum of the Council
 - Discussions, receiving information, or making decisions about City business as a quorum equals a meeting.

Social Meeting Use by Elected Officials:

- Social Media: The new frontier of communication by Elected Officials
 - Facebook
 - Personal page
 - Public Official page
 - Neighborhood page (public/private)
 - City Facebook page/Twitter account
 - Twitter
 - LinkedIn
 - Snapchat
 - Instagram
- You are violating the Open Meeting Law if:
 - You are friends on Facebook with a quorum of City Council Members, or
 - You are followed on Twitter by a quorum of City Council Members or
 - You are “Linked In” with a quorum of City Council Members and
 - You discuss, post, or opine about any official business that comes before you as the City Council.

Unless you are able to take advantage of the following exception:

- Open Meeting Law Exception 2014; Minn. Stat. 13D.065:
 - The use of Social Media by members of a public body does not violate this chapter so long as Social Media use is limited to exchanges with all members of the general public. Email is not considered a type of Social Media.
- That is not the only concern when elected Officials use Social Media. The Case Law and how Social Media usage by Elected Officials as interpreted by the Courts is still evolving.

Pam Whitmore, League of Minnesota Cities Insurance Trust shared a Power Point based on information from Webinars. She asked how many Councilmembers have Social Media they are using.

Councilmember Piekarski Krech responded she uses a personal Facebook page.

Councilmember Gliva responded she has a Candidate Facebook page and a regular Facebook page.

Mayor Bartholomew responded he has a personal Facebook page. He will be unpublishing his Candidate page.

Councilmember Dietrich responded she primarily has two Facebook pages.

Councilmember Murphy responded he has two Facebook pages.

Ms. Whitmore discussed Uses of Social Media stating:

- A great tool to push information out to the public.
- Encourages resident interaction.
- Public Safety Agencies solving crimes.
- Show off your services, programs, and the beautiful parts of your Community.

Social Media is Powerful:

- Powerful and not just local.
- 51% of U.S. adults have increased their Social Media use since the Pandemic.
- A single post can spark a Worldwide movement.

Quiz:

- How much time does the average user spend on Facebook per day?

Answer: It changes by age groups. 58 minutes on average per day.

- What is average time per day the average American spends on Social Media in general?

Answer: A little over 2 hours.

- What percentage of Americans have some type of Social Media account right now?

Answer: 70%

As of November 2020, Social Networking sites are estimated to have 3.6 Billion users. That is a lot of people you can reach with posts. Facebook flips from #1 to #3 in the World.

Impact of Social Media:

- Intent:
 - Inform followers (residents)
 - Generate honest questions and dialogue
 - Raise visibility/image of the City
 - Represent yourself as a leader supportive of your Community
- Result:
 - Public perceives elected Officials as speaking for some, most, or all other Electeds.

Issue: Blurred Line: Is it your personal page. Do you have an Elected Official page? Would the Court see it as both?

Ms. Whitmore stated hearing several Candidate have pages, they may want to switch those over to being a Government page. Now that they are an Elected Official and using the page to post things about the City, there are Election Laws they should be aware of. She stated the recommendation is to have a personal page and then a page as an Elected Official. If you do not do that the Court is going to analyze how the page is used. If help is needed to create a page, reach out to her.

Best Practices when Posting:

- Format posts to best fit each platform's individual standards
- Keep it short
- Use hashtags (will link to topics)
- Keep promoting the existence of your account (the more views the more presence)
- Use images, infographics, and videos (people like pictures)
- Utilize a service that links multiple accounts on one dashboard (saves time)

Possible Legal Issues:

- First Amendment concerns, even if as Elected Official.
- Copyright
- Open Meeting Law
- Bad Behavior
- Campaign Concerns
- Data Retention

First Amendment concerns were discussed:

- Started with our President blocking people. Courts said he was unable to block people because the Court sees the Social Media page as a public forum.
- Council Meetings are called a Designated Public Forum, people can come in. If allowing Public Comment, you cannot control the content of what they say. The Courts say the Social Media accounts as Elected Officials are really those Designated Public Forums, you cannot stop people from commenting on it. Cannot control the content of what they are saying because you are an Elected Official putting it out there.
- Blocking is frowned upon as well as deleting comments. There have been cases where comments are made and upsetting. If deleting them from your page, the Court has said that it is not okay, it is controlling content. If you are putting yourself out there, open forum, they have the right to have their comments heard on your page. This is where having a private and a Governmental page is very important. Do not use your public page during times that have City business involved.

- o It is suggested to put tips on your page. There is no First Amendment right for sexual content, pornographic content, direct threats, trademark or copyright, personal information without consent, and commercial posts (hyperlinks or spam). This falls under the discretion of the Court as to whether it fits into one of those categories. If putting language on your page related to “this is my Elected Official page, the purpose of this page is to give information on what is going on in the City, content will be deleted that meets a certain criterion”. This is a good way to try to limit what the Court would see as a forum for that language.
There was a case with a County Commissioner. A resident kept commenting negatively on things taking place with the School Board. The Commissioner deleted the comments for 12 hours. The resident sued the Commissioner for First Amendment Violation and was successful in the lawsuit.

Councilmember Piekarski Krech questioned if there is any City business being discussed, the First Amendment covers it and would have to have an Elected Official page versus a personal page in order to have any control. Ms. Whitmore responded if putting City information on a personal page, it is fine, but if something nasty is put on and you delete the comment or block them, you will not be able to do that.

Councilmember Piekarski Krech commented if putting that on your personal page if that does not have to be public. Ms. Whitmore responded if using your personal page as an Elected Official, then a Court would see that as supposed to be public.

Commissioner Gliva asked if having a personal page and not discussing City business, what would happen if someone started discussing City business and it becomes negative. She asked if the person needs to state publicly this is not the spot to discuss this. Ms. Whitmore responded she would tell the person in the comments, “this is my personal page, if you want to have this discussion, I have a professional page, please go to that”. The comment can be left on there but have a reason if the Court analyzes it.

City Attorney McCauley Nason stated if having dual pages, the person controls their personal page, it should be applied evenly. If your personal page is hands off you cannot discuss personal stuff, you can control it like you would. There is the need to make sure you are not using a content-based approach. It does not have to be made public. When she was discussing the Open Meeting Law exception, there is an exemption for Social Media. That will come into play if you have different Facebook pages and how you use them differently. She stated if you start a Facebook page and talk about official City business, or are introducing yourself as a Councilmember, that is the case Ms. Whitmore spoke of with the lawsuit. One has to be careful how to approach the situation.

Councilmember Piekarski Krech stated there is a neighborhood page in Inver Grove Heights. She did not join it, but there were already three Councilmembers on the page as members. She asked where this falls in this discussion. City Attorney McCauley Nason responded there is an exemption under Social Media for usage of Social Media, but it requires the page to be public or your Facebook page to be public.
Ms. Whitmore stated there is no problem with being a member. It is the conversation. If posting on the same post as other Elected Officials, that is creating a quorum, and is a meeting. If discussing official City business that would be a violation of the Open Meeting Law.

City Attorney McCauley Nason stated there is not any caselaw or Department of Administration Opinions in Minnesota that provides the clarity of guidance. All that can be done is to give the best and most conservative advice based on the Statutes that exist and the interpretations in similar arenas.

Ms. Whitmore stated she had a discussion with the Data Practices Office that gives opinions on Data Practices and Open Meeting Law. It is an Advisory group. There is an exception in State Law on being able to use Social Media

as long as it is available to the public on your Elected page. She stated the Data Practices office has said if there is a discussion going on, on a single post, with a quorum, the Open Meeting Law could kick in and could be seen as a meeting. Best practice is to have two pages. One for personal, one for City. Be consistent on your personal. If a page is listed as a Candidate page, switch it over to an Elected Official Page. Do not block anyone on the Elected Official page. If having control over content, make sure it meets one of the non-protected categories for First Amendment speech. The biggest one is a direct threat, that could be taken off.

Ms. Whitmore discussed How to Respond to Posts:

- Be clear and factual
- Address the problem and the City's response to it
- Do not engage in a back-and-forth debate
- Refer to external data sources in your comments
- Avoid knee jerk posting

When a comment is positive:

- Thank them and be personable
- Link to other positive and relevant stories

Copyright:

- Images, text, video, audio, used on Social Media sites must comply with U.S. Copyright Law.
- Copyright protects original words of authorship, including literary, dramatic, musical, and artistic works. Even resharing something can be a copyright issue.
- Insurance coverage from the Trust would not cover any of these copyright infringement actions.

Social Media and Open Meetings:

- Open Meeting Law: A quorum or more of decision makers receiving or discussing official City business must be held in the open and the public must be notified ahead of time.

Bad Behavior:

- Legal issues:
 - Defamation/Libel
- Court of public opinion:
 - Deliberate posting (or liking or other non-written emoji or picture) of off-color, inappropriate comments.
 - Online sparring. Back-and-forth dialogue escalates situations and people stop listening and learning.
 - Using personal account to launch personal or political attacks against colleagues.
 - Creating inadvertent public perception of government interest.
 - Demeaning others.

Ms. Whitmore stated sometimes bad behavior can lead to censure or resignation of Elected Officials. She stated for example, there was a Mayor who thought he was sharing with a family member a picture of a car driving into 35W on his personal page but shared it on his Elected Official page. Public outcry was so bad he ended up resigning.

Another example was a Mayor who was censured because there was a comment by one of his Facebook connections about her feelings about the Black Lives Matter movement. He reshared it and did not comment. His residents got so upset the Council censured him.

Keep in mind public outcry and opinion can cause a divide in the Community and can take away from the Councils ability to do business.

Key Messages:

- Watch your humor. Not everyone thinks the same things are funny.

City Attorney McCauley Nason discussed the Data Practices Act. She stated she included a picture of the Table of Contents for Chapter 13, Data Practices Act. It is a very long and lengthy Chapter of the Minnesota Statutes. The Minnesota Government Data Practices Act:

- Minn. Stat. Chapter 13
- 180 pages long
- Applies to all Government entities
- Regulates the collection, creation, storage, maintenance, dissemination, and access to Government data in Government entities.
- Establishes a presumption that Government data is public and accessible to the public unless an exemption applies to the data.

What is Government Data?

- All data collected, created, received, maintained, or disseminated by any Government entity regardless of its physical form, storage media, or conditions of use. This includes:
 - Documents
 - Audio tapes
 - Video tapes
 - Computer storage media (CD's, external drives)
 - Emails
 - Computer hard drives
 - Text messages
 - Twitter accounts
 - Instant Messages
 - Cell Phone records

Data falls into two different categories:

1. Data on individuals
2. Data not on individuals

There are three different classifications of the data:

1. Public. Accessible to any member of the public for any reason. All employee names and salaries.
2. Private or not public data. Data available to the data subject. Those in the entity whose work assignments require access, reasonably. Entities authorized by law and those authorized by the data subject. For example: An employee's home address or telephone number.
3. Confidential or protected non-public data. Confidential data is data on individuals. Protected nonpublic data is the confidential data designation for data not on individuals. Only available to those in the entity whose work assignment require access. Entities authorized by law is not available to the data subject themselves. Example: Data collected as part of active Civil/Legal action.

Data Practices Act:

- Never write an email, post, or text you would be embarrassed to see on a billboard in the newspaper, on TV, or on Social Media.
- If data is within your control or possession, and is related to official business, it is subject to the Data Practices Act.
- All Cities are required to have a Responsible Authority and a Compliance Officer to administer the Act.
- When asked for data, refer all people to the Responsible Authority (City Clerk). Do not provide the data yourself.

A few of the many relevant provisions of the Minnesota Government Data Practices Act:

- Council Communications: Correspondence between individuals and Elected Officials is private data on individuals but may be made public by either the sender or the recipient.
If someone sends an email to a Councilmember, the sender can make public the communication, or the Councilmember has that right.
For example: A Minneapolis Councilmember publicized a bunch of Council communications she received, people were upset, they thought they were communicating with her in confidence. It was the Councilmembers choice/decision to share it.

- Applicant Data: Names of Applicants only become public when they are deemed a finalist, meaning they are selected for an interview by the Council.
For example: If discussing which Candidates to interview, that is not public.
- Personnel Data: Presumption is reversed. Most personnel data is not public data and only available to those who need to have access (Individuals whose work assignments reasonably require access).
- Law Enforcement Data: Very factually dependent based on the information contained in the Police reports. Refer all requests to the Police Department.
- Real Property Complainant: Identity of persons who register complaints with the City concerning violations of State Laws or local Ordinances concerning the use of real property is confidential.
- Security Data: Not public.
- Permit/Licensing Data: Except for certain data (Social Security Numbers).
- Sealed Bids/RFP Responses: Not public initially. Not public until bids are opened.
- Recreational Data: Certain data collected by the City for the purpose of enrolling individuals in recreational or social programs is private data.
- Personal Contact and Online Account Information: City maintains an electronic notification service/distribution service.
Example: When there is an Ordinance the Council is considering. The Ordinance is sent out to anyone who signed up for Listserv. Certain information people use to sign up for this service is not public data.

Data Practices Act:

- Questions arise about how Council can have tough conversations that involve not public data.
 - Answer: The Data Practices and Open Meeting Law provides the Council may discuss not public data at a public meeting. May either need or be permitted to be closed. She stated the Council can discuss non-public data at the public meeting. When the meeting is over the conversation ceases.
- Penalties for violations:
 - Civil legal consequences and remedies as well as potential criminal charges.
 - Damages, costs, Attorney fees, and in the case of willful violations, exemplary damages.

Data Practices Act: Recap:

- Applies to City data
- Governs access to data
- Contains many provisions that apply to various forms of data the Council will encounter while conducting the business of the City.

Councilmember Piekarski Krech asked about discussing private data in a public meeting. If discussing it, the data is out there, it is no longer private. It cannot be said you did not hear that. City Attorney McCauley Nason responded there is another Statute stating that a record of a public meeting is public at all times. Any record of a public meeting is public data if maintained by the City. Audio recording, video recording, and the minutes. She stated she had a discussion about this issue with the Data Practices Office regarding this because it seems contradictory to say there is a classification. To provide a record of the meeting which contains the discussion of the data is public. The answer is any record maintained by the City of a public meeting is public, notwithstanding the fact that there was private or not public data discussed at the meeting.

City Attorney McCauley Nason stated because the City can do something, does not mean it has to, or should. Depending on the situation, you can choose to refer the information with different terms to mask it. For example, when the Council discusses the new City Administrator, when reviewing the data, Applicants would be assigned numbers. The same applies to property that is a problem.

City Administrator Lynch stated this was a lot of information. This was designed to introduce a few topics about meeting management, communication styles, and trying to work together. It shows some of the challenges out there with communication. Information was sent to the newly Elected Officials and Mayor. He stated the League

has an excellent program for newly Elected or experienced Councilmembers. There is a Mayor portion as well. You can register, pay, and get reimbursed. The City can also register for you and pay through the City. He recommends taking advantage of the training.

Councilmember Piekarski Krech asked the City Clerk if she had copies of the PowerPoints. City Clerk Kiernan responded she does and will forward those on to the Council.

Mayor Bartholomew stated the issue between personal Facebook, Candidate Facebook, and Public Figure Facebook was confusing. He may ask additional questions and would like the entire Council to receive the responses. City Attorney McCauley Nason responded it is confusing and complicated. Questions can be sent to her or through the City Administrator. Responses would be shared with the entire Council.

Mayor Bartholomew stated the next scheduled meeting is on Monday, January 11th, at 7:00 p.m.

B. Adjourn:

Motion by Dietrich second by Gliva to adjourn the meeting at 8:36 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 11, 2021 - 7:00 P.M. - 8150 BARBARA AVENUE**

****In Person Meeting and via Zoom Video Conferencing (Hybrid Meeting) ****

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, January 11, 2021, via In Person and Zoom Video Conferencing (Hybrid Meeting). Mayor Bartholomew called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, and Gliva; City Administrator Lynch, City Clerk Kiernan, City Attorney McCauley Nason, and Parks and Recreation Director Carlson.

Present via Zoom Video Conferencing/Phone: Information Technology Manager Gade, Assistant City Engineer Dodge, City Engineer Kaldunski, Public Works Director Thureen, and Associate Planner Botten.

3. PRESENTATIONS:

There were no Presentations.

4. CONSENT AGENDA:

- A.**
 - i.** Minutes from the December 7, 2020 City Council Work Session.
 - ii.** Minutes from the December 8, 2020 City Council Special Meeting.
 - iii.** Minutes from the December 22, 2020 City Council Special Meeting.
 - iv.** Minutes from the December 29, 2020 City Council Special Meeting.
- B.** Disbursements for Period Ending January 5, 2021. **Resolution 2021-01**
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Consider Approval of Official City Newspaper.
- F.** Consider Approval of Official Depositories.
- G.** Consider Approval of **Resolution 2021-02** Authorizing Electronic Funds Transfer.
- H.** Consider Approval of Operating Manager, Bryan Campbell, for BB Burger Ventures LLC dba B-52's.
- I.** Consider Approval of Plans, Specifications, and Bidding for the VMCC Parking Lot Reconstruction Project - City Project 2020-05.
- J.** Consider Approval of American with Disabilities Act Policies.
- K.** Consider **Resolution 2021-03** Designating Polling Locations for 2021.
- L.** Consider Pay Request #1 and Change Order #1 for Heritage Village Park Phase III Improvements.
- M.** Approve a **Resolution 2021-04** relating to a Variance from the minimum lot size and width standards to covert the vacant building into a duplex for property located at 7535 Cloman Way (Brian Friemann Case 20-49V).
- N.** Approve the following for property located at 11380 Courthouse Boulevard; a) an Ordinance amendment rezoning the property from I-1, Light Industrial to I-2, General Industrial and 2) a Comprehensive Plan Amendment changing the land use from LI, Limited Industrial to GI, General Industrial (Swift Transportation Case 20-51V). **Resolution 2021-05**
- O.** Consider Approval of Operating Manager, Shaun Cieslak, for Northern Tier Retail LLC dba Speedway #4548.
- P.** Consider Approval of Operating Manager, Roxann Poissant for Pilot Travel Center.
- Q.** Consider Contract Amendment with Braun Intertec for Response Action Plan for Heritage Village Park. **R.** Consider Change Order Nos. 7 & 8 and Pay Voucher No. 12 for City Project Nos. 2017-03 - Watermain Improvements 65th Street Loop and 2017-24 - T.H. 3 Intersection Improvements for 65th Street.
- S.** Appointment of Board Member to the Lower Mississippi River Watershed Management Organization (LMRWMO).
- T.** Consider **Resolution 2021-06** Amending Assessment Roll for 2020 Pavement Management Program, City Project No. 2016-09G - 60th St., 62nd St. and Bacon Ave. Street Improvements for the Residential Driveway Restoration Program Participation.
- U.** Consider **Resolution 2021-07** Accepting Proposals and Authorizing Consultant Professional Engineering Services for the Fortistar RNG Expansion at Pine Bend Landfill.

V. Consider acceptance of Donation to the Fire Department. **Resolution 2021-08**

W. Consider Approval of Pay Application #14 to Jorgenson Construction for 2014-10 Fire Station #2 Construction.

X. Consider Approval to Acquire Rescue Boat and Equipment from MN DNR.

Y. Consider Approval of Change Order #22 & #23 for 2014-20 Fire Station #2 Construction.

Mayor Bartholomew stated there is a request to pull Agenda Item 4aii.

Councilmember Piekarski Krech pulled Agenda Items 4ai, 4aii, 4aiii, and 4iv., due to new Councilmembers not being on Council at that time.

Motion by Gliva second by Dietrich to approve the Consent Agenda with the exception of Agenda Items 4ai, 4aii, 4aiii, and 4iv.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4aii. Minutes from the December 8, 2020 City Council Special Meeting.

Kelly Kayser, 1953 59th Court East, stated a correction was needed on Page 3 of the minutes, Page 20 of the Council packet. It is the last bullet point beginning with "There is an Employee...Mentor on healthy workplace". It should be changed to "unhealthy" workplace.

Motion by Piekarski Krech second by Dietrich to approve the following Agenda Items including the correction to 4aii as specified.

i. Minutes from the December 7, 2020 City Council Work Session.

ii. Minutes from the December 8, 2020 City Council Special Meeting.

iii. Minutes from the December 22, 2020 City Council Special Meeting.

iv. Minutes from the December 29, 2020 City Council Special Meeting.

Ayes: 3

Nays: 0

Abstain: 2 (Murphy, Gliva) Motion carried.

5. PUBLIC HEARING:

A. Public Hearing to consider ordering City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034. Resolution 2021-09

Assistant City Engineer Steve Dodge stated a letter was received today from Mr. Lund that should be accepted into the record. There were some concerns with the basin. Mr. Lund had the following three notes in his letter:

1. There was no end to the encroachment toward his property. This is regarding water from the EP-027A pond.
2. Everyone has been respectful and exceptionally nice, but it comes down to words, truth, and actions.
3. If the City is going to flood and take six plus acres away from his then the City should own it.

Motion by Piekarski Krech second by Murphy to receive the email into the record.

Ayes: 5

Nays: 0 Motion carried.

Assistant City Engineer Steve Dodge gave a presentation on the NWA Emergency Pumping Systems and Forcemain Improvements for Regional Basins EP-027A and EP-034, located near Trunk Highway 3 and 70th Street. Project History and Overview:

- This is for systems to be put in place with the Canvas Development.
- Northwest area watershed.
- Protecting deep basins.

- A study was done in 2017 identifying how the deep basins need emergency conveyance mechanisms to take water out of them and through development areas because the water has to go from basin to basin.
- It is a watershed approach.
- Proactive storm management.
- The northwest area storm water manual and Ordinance establishes standards about the high-water line. Development is set and occurs around the deep basins.
- In this system, the feasibility report spelled out the need for a temporary portable pump system with forcemain.
- The system will need to be installed with the Canvas Development.
- The feasibility report was authorized by City Council on November 23rd in conjunction with final plat submittal by the Canvas and Watermark Group.
- December 14th Council received the feasibility report and scheduled this Hearing.
- Notices of the Public Hearing went out to adjacent and nearby properties in the Northwest area.
- Hope to get design completed by February 8th in order to incorporate improvements with Canvas Development plans.

Stormwater Analysis

- EP-027A: Larger basin on the northwest portion of the Canvas site along Trunk Highway 3. 45 feet deep. The natural overflow basin has to go through the future Canvas Development in order to get across 70th Street. There is an existing pipe that will collect the water and take it across to the south side of 70th Street.
- EP-034: On the north side of 70th. Southeast corner of the Canvas Development. 30 feet deep.
- Both have natural overflow.
- The end system for both systems will end up in EP-036A south of Holiday.

Emergency Portable Pump Location and Forcemain Alignment. Option A:

- EP-027A. Mr. Lund's property adjoins.
 - Existing pond does go on his property. An outlet pipe would have to be provided.
 - Portable Pump.
- EP-034: Similar system would have to put a portable pump in.
 - Would have to have an inlet pipe take water out of the pond.
 - A forcemain would have to be installed.
 - This would have a road going across it called Allen Way.
 - Would have to have equalization pipe for the stormwater on both sides of the road.
 - Also tied into another pond, EP-035B.

Emergency Portable Pump Location and Forcemain Alignment. Option B:

- Same system with exception to the forcemain being run along the backside of the development through greenspace along a pond.
 - Discharge into the 18" pipe already installed, and then under 70th Street to EP-036A.

He stated City Staff and a Consultant have met with the Maintenance Department. The recommendation is to stick with Option A and keep all forcemain pipes in the street for maintenance purposes.

Option Comparison:

- Option A: \$601,600
- Option B: \$10,000 more

Option A from a maintenance and cost perspective is the best option.

Project Funding & Schedule:

- Funding:
 - City Fund 448. Northwest Area Stormwater Fund.
 - Covering over 85%.
 - Watermark Properties (Developer) would pay \$14.5%
- Schedule:
 - Order the project and continue with final plans and specifications.

Assistant City Engineer Dodge stated the recommendation is to hold the Public Hearing. Adopt Resolution Ordering Project No. 2021-03 and Authorizing Preparation of Plans and Specifications.

Councilmember Piekarski Krech stated this did not look like any should go to Mr. Lund's land. She asked what his objection was.

Tom Lund, 15343 Edinborough Avenue Northeast, Prior Lake, responded the parcel being referred to is located at 6680 Robert Trail, Inver Grove Heights. He brought this up to show how much water would be going onto his property. His pond is beyond the existing pond.

Assistant City Engineer Dodge referenced a diagram and stated two areas show routing of local water from the Canvas Development. There is a storm basin nearby to collect, hold, and infiltrate water. It would be discharged into the larger basin, EP-027A. Stormwater management is being provided by the Canvas Development. The Stormwater Management Plan shows the high-water line of 862.6 for this basin. They are at or below the existing conditions with the proposed conditions for the high-water line of the basin. He stated the City's position with the Canvas Development is maintaining or lowering the regional basin existing conditions because the high-water line is set off the 10-day snow melt. It is not believed the proposed development and regional basin would impact the Lund property any more than existing conditions today.

Mayor Bartholomew clarified that all water coming from the Canvas project and going into the holding pond will not leave that pond. If it reaches the high water mark it would be pumped out. Assistant City Engineer Dodge responded that was correct. The northwest area standards require the Developer do volume control on a five-year storm. The volume control is meant to infiltrate the northwest area.

Mr. Lund asked if they are taking into consideration all the water he is getting from the Robert Trail project and the long stretch of 65th. Due to the pitches of the road a majority of the water would be heading north but was shoved under 65th and directed toward his property. He stated there was a section he calls the Canyon that has only one storm drain. He is concerned about all the water going into his pond.

He stated he has a problem with the high-water mark of 862.6 and was shocked it was that high. He has been there for 26 years and has never noticed it near that height. He commented he spoke with a neighbor who also agreed he has never seen water that high. He stated his barn is located very close to the line for the high-water mark. Measuring from his barn down was 15 feet. He was unsure how water could get that high.

Mayor Bartholomew asked for more information about the 862.6 water mark height and how far it reaches. Assistant City Engineer Dodge responded what Mr. Lund was showing was representative of the high-water figure. That is the 100 year/10-day snow melt under frozen conditions. That is what they look at for the entire northwest area from 2008 until today. It is the standard used on all basins to identify the high-water line. He stated depending on how deep the basin is, and what the development standards would be at what elevation, could they begin developing houses and infrastructure.

He stated he looked at the structures, this would be eight feet down from that. Further than that, the City Engineer would have to respond to other concerns about other projects. He stated the high-water line includes all development up to this point. The emergency pumping system being proposed to go in with the Canvas Development is to ensure they do not go beyond the high-water line mark proposed and impact further land around it.

Mayor Bartholomew asked what elevation they would begin pumping. Assistant City Engineer Dodge responded the full plan is not in place. They would start pumping the water down once it gets to the high- water line and not allow it to go above. It would be pumped down for several days to ensure volume in the event of a large storm coming back-to-back. Within a week it would be down to a normal water line.

Mayor Bartholomew asked about the normal water line and if it was a goal to keep it at that height, or to be proactive or reactive. He asked what point the pump would be turned on to draw water out. He stated the water from the Canvas project will be maintained to stay off Mr. Lund's property. As far as Robert Street and the properties that affect this, he suggests City Engineer Kaldunski and the Engineering Department discuss further with Mr. Lund.

Mr. Lund stated when mentioning the crest, the high point of Robert Street, that is where the commercial building is. The high point was there even before they did construction. It still has the same high point/crest. He was given the indication the only water going down to the catch basin on the west side of Robert. He was told there would never be water coming through the culvert, and if there was it would be little. He stated that was not true.

When it rains, it pours out. He stated the portion he refers to as the Canyon, did not exist a couple of years ago. He stated he believed water had to be filtered before it went anywhere, that is not happening.

Mr. Lund stated the City says it will be taken care of and the next thing that happens is it has already been done and has not been taken care of. He fears that. Mayor Bartholomew stated he would instruct City Engineer Kaldunski and Assistant City Engineer Dodge to review it again, with Mr. Lund, and come back with answers. Mr. Lund responded he has spoken to Staff a number of times and there are good people working here.

Mayor Bartholomew stated they would get answers for him. He asked City Administrator Lynch, City Engineer, and Assistant City Engineer if they could have meetings and dialog with Mr. Lund about his concerns of where the water is coming from to the north. He noted this project is to be maintained at a level and moved off the site, not to the north. He would like to see this take place and requested information get back to the Council about how things are going. Councilmember Piekarski Krech stated there is another resident on Robert Street concerned about water on the property. She asked for coordination because it seems like they are running into the same issue all the time.

Councilmember Piekarski Krech asked Mr. Lund if he felt like the Canvas Development would severely impact his property if the mains ran to the South side of 70th Street. Mr. Lund responded no. He is worried about part of the pond in the northwest corner because he is getting so much water as it is.

Councilmember Piekarski Krech asked Assistant City Engineer Dodge about ponding and if it was deeper on the Canvas site or if the pond was even. Mr. Lund responded it was higher on the Canvas side, they have less water there. The Canvas side does not seem to be as deep as his side. City Engineer Kaldunski responded he has had several meetings with Mr. Lund and is more than happy to spend some time with him. He stated a lot of water being sent in the Emergency Portable Pump location and Forcemain Alignment, follow the natural flow. By moving this project forward, allows to put in the emergency pumping station. The pipe that comes into Mr. Lund's property was a 24-inch pipe before the Highway 3 project and is now a 15-inch pipe.

Mayor Bartholomew asked the City Administrator to follow up with the Engineers and Mr. Lund about the water and level and get back to Council.

Assistant City Engineer Dodge stated they are definitely open to meeting with Mr. Lund and addressing his concerns to the north of the Canvas site. The Canvas Development has already gone through the Planning Department, two Public Hearings, and planning and plat stages. The forcemains and emergency pumping systems is information with the Canvas Development, which is at the final plat stage. He stated they are trying to follow the Canvas Development schedule. He suggested ordering this and they would continue to work with Mr. Lund on his questions to the north.

Bill Nichols, 6302 South Robert Trail, stated the Council is aware of his situation on his 30 acres with the elevation and issues he has had. The Lund and Nichol's properties flooded at the same time two years ago. He stated development is needed in the northwest quadrant of the City. He supports the Canvas Development, which has done everything that has been asked of them. There is not a hill or break between the two ponds. He stated the City is going to spend \$600,000 to emergency pump water at 862 down behind the Holiday Station. Before pumping at 862, they have flooded 6-8 acres of Mr. Lund's land and are within three feet of overflowing the sedge meadow on his land.

Mayor Bartholomew stated he is hearing concern about the elevation height of 862. Mr. Lund responded there has not been water down there in the last 20 years until two years ago. It is at about an 850 level. The assumptions are to spend money to pump and keep it below 862. It has flooded 5-6 acres of farm being leased today. He stated everything the Canvas Development has done has been justified and appropriate for their development. The City needs to control the basins.

Mr. Nichols stated he was a bit irritated that he received two bills on December 31st for two of his parcels, for payment to the City to manage the basins. The City does not own the basins, have access to them, and are not managing them. He stated if flooding the basins, buy them, and control them. He stated what Mr. Lund is trying to tell them is as soon as the dirt is pushed at the Canvas Development, the City will back flood farms that Mr.

Lund is leasing. He invited all Councilmembers, with exception to Mayor Bartholomew who has already visited, to visit and see what they are voting on. He applauded the City for moving forward with the Canvas Development and asked to take care of the landowners.

Councilmember Piekarski Krech asked Mr. Nichols if the plan for EP-27 is enough to keep water off the two properties. Mr. Nichols responded there is not a hill down there, it is likely 12 feet below the 862. There is water down there today. With 30-to-40-foot basins, it could be 10 to 15 feet above that. He stated the City cannot assign density to the area they are going to flood. They cannot flood land they do not own.

Mayor Bartholomew stated the 862 figure seems to be an area of contention for the landowners. He asked if that number could be reassessed if proceeding with the project or if they should hold off until they get an understanding of where the elevation should be.

Public Works Director Scott Thureen suggested presenting a refresher to the Council about the overall Stormwater Management Plan for the northwest area. That is where the elevations come from. If deciding what has been shown in the area has been too high, they would need to step back and look at a larger area. The Canvas Development would have very minimal impact on the basin to the north. The whole purpose of the project is to have a means to facilitate pumping it down if needed. He suggested moving ahead and having further discussion about the overall stormwater management planning for the northwest area. The high-water levels were calculated assuming a certain runoff event, standard for the area. If there is a need to modify that, they can. He stated the expectation was either they are acquired via dedication with development or as the need arises, the City purchases permanent easement over the areas to whatever elevation decided appropriate.

Mayor Bartholomew asked if they should proceed or not proceed with ordering the project. He was hesitant proceeding with the knowledge that 862 could flood property. Public Works Director Thureen responded this was about a potential rare event, putting in a system that would allow pumping. He stated they could set it to pump at a different elevation but need to have better conversation about the system in the area. Mayor Bartholomew asked if they need to explore setting it lower. Public Works Director Thureen responded he did not believe that affects the project being proposed. Mayor Bartholomew asked if they are flexible enough to be able to move the pads down and keep the high water mark lower than what they are currently thinking. Public Works Director Thureen responded with what is proposed with this project, that does not affect what they decide to do in regard to elevation.

Mr. Nichols agreed with the Public Works Director. If the design is pulling from the bottom and keeping it to a maximum of 8 to 862, there is no reason to stop this from going through. They need to plan forward and move with Canvas. He stated he was calling in to support Mr. Lund and let the City know it cannot flood to that level.

Assistant City Engineer Dodge stated in the final design and with further discussion with Council, they can reset the highwater line for this pond and start pumps at an earlier elevation. No adjustments need to be made to the system proposed, except once the water hits a certain elevation. If it is not 862, they can go lower and pump sooner to mitigate impact to adjacent properties. Mayor Bartholomew stated it sounds like we are not locked into a certain elevation and are flexible. Mr. Lund stated he would like to know that number.

Councilmember Dietrich stated she would like to see this go back to Engineering. She was not comfortable voting on it at this time.

Motion by Dietrich second by Gliva to close the Public Hearing at 8:07PM

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech stated holding this up would be a detriment to the Canvas Development. There seems to be flexibility determining the water level but would still need discussion. She did not want to hold up the entire development. Mayor Bartholomew stated he wanted to be certain they have the flexibility, and that Council can say they want a lesser elevation.

Councilmember Gliva asked how long it would take if Council reviewed this again. Mayor Bartholomew asked if it would be beneficial to send this back for rework, and when would they get an answer and see it in front of Council to order the project. Assistant City Engineer Dodge responded in 2006 when the original northwest standards were in place, it was set close to these elevations. A 2017 study reinforced that. They were looking at following the northwest area standards approved in 2006 and making sure they had the emergency conveyance mechanisms to move water up hill from deep basin to deep basin. He stated they can work with the Canvas Development, property owners, and City Engineer Kaldunski. They would come back on February 8th with a final design that incorporates what they worked out with the landowners and get Council authorization and approval for final design.

Councilmember Dietrich stated she saw this go very bad with water at the STOR facility on Highway 3. There were supposed to be conversations and meetings, those did not happen as intended. She was uncomfortable seeing this go forward unless the Council is included in the email, knows conversations are taking place, who is in charge, and can see it in black and white. Assistant City Engineer Dodge responded they could provide a Council update during final design. Mayor Bartholomew agreed with being included.

Mayor Bartholomew stated there is a Resolution ordering the project. Updates on the project would be given and come back for final design approval on February 8th.

Councilmember Murphy stated Assistant City Engineer Dodge gave Option A and Option B in his presentation. He asked why two options. If Mr. Lund was worried about future impact to his property, he questioned if either option would make a difference. Assistant City Engineer Dodge responded the only difference between the two options would be EP-34 and how its routed. It does not impact Mr. Lund. EP-27A is to the north, that system will stay the same with Option A or B. EP-34 would change. They recommend Option A, keeping all systems in the City right of way for maintenance purposes.

Councilmember Gliva clarified, in deciding to approve today, if on February 8th the Council could still decide this does not work. Mayor Bartholomew asked the Assistant City Engineer if they would see the final design before getting final approval. Assistant City Engineer Dodge responded that was correct. They will keep the Council apprised.

Mr. Lund stated in his letter he discussed Robert Street and 65th Street and asked how those issues would be addressed. Mayor Bartholomew responded the City Engineer and Assistant City Engineer would get back to him. City Engineer Kaldunski responded they would definitely have a meeting. He stated they have an open project on that meeting, if there is work that needs to be done in addition to what is out there, they have a Contractor on board.

Motion by Piekarski Krech second by Murphy to approve the Resolution 2021-09 to consider ordering City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 with the understanding it comes back for final approval, full knowledge of all meetings, progress, and with conditions as stated.

Ayes: 5

Nays: 0 Motion carried.

B. Continue Public Hearing to Consider a Resolution Ordering Project, Receiving Amendment No. 1 to the Feasibility Report, Accepting Professional Engineering Services Proposal IPO 28B from Kimley-Horn, Authorizing Preparation of Plans and Specifications, and Authorizing Land Acquisition Services for City Project No. 2016-13 - Cahill Trunk Drainage Improvements. Resolution 2021-10

Assistant City Engineer Dodge stated this is a continuation of the Hearing regarding City Project No. 2016-13 Cahill Trunk Drainage Improvements project. A Hearing was held on December 14, 2020 and a couple of questions arose. They worked with property owners to answer those. He began with Project History and Overview of the Project:

- In 2015 there was a Carleda project in conjunction with other projects. On Cahill Avenue at Carleda, there was some localized flooding that may occur, and the water could overflow into the Carleda area. 64th Court is where some of the water ends up.
- Once this was determined, the project was put on hold. A drainage analysis was done, and solutions were discovered for the localized flooding.
- Funding mechanisms were determined, proposing to be funded through the Pavement Management Program.
- The project was moved forward in conjunction with the Carleda reconstruction project.
- They wanted answers to the stormwater and flooding concerns in the area before completing the Carleda project because it could affect the street design of the Carleda project.
- Feasibility was updated on November 9th, 2020.
- A Public Hearing was held on December 14th.

Stormwater Analysis (Existing Conditions):

- 64th Court is off of Carleda. The whole area can develop isolated flooding. The stormwater system 36-inch pipe, cannot handle the capacity when water comes off Cahill in a 100-year storm.
- There is also an existing pipe on the south side. 33 inches. Both pipes are undersized for the system and is why some of the localized flooding occurs.

Stormwater Analysis (Proposed Conditions):

- Three identified alternatives were reviewed to address flooding:
 - Option A: Carleda Way and Cahill Avenue trunk storm sewer connection and upsizing.
 - Option B: Upsize storm sewer from 64th Court to Bohrer Pond system.
 - Option C: Stormwater pond construction. (Recommended option).

He stated the first two options are complicated and expensive. Option C is existing low-lying undeveloped properties owned by the Mitcheltrees on the south side of Carleda. The existing storm system goes through the area. A structure was installed in order to take water in or back up water onto the properties if the undersized system backs up. An easement over three parcels was obtained in the past. Option C is recommended because it is the most feasible.

Amendment No. 1 to the Feasibility Report:

- Based off the continuance of the Public Hearing and addressing concerns brought up.
 - One concern was property acquisition. The original feasibility shows two vacant lands and part of the back lot of an existing home and lot.
 - The orange rectangle property on the diagram shown, is the area the Mitcheltree families had issues with. He stated they viewed that with the City Attorney's office and modified the design to make sure the existing conditions and proposed conditions match or are better.
 - The model shows they have lowered the water slightly for the high-water line mark.
 - Modified the pond to make sure they do not make any further encroachment onto the orange highlighted parcel.
 - Match existing conditions. The yellow lines are the construction limits. They stay on undeveloped property and do not go onto or disturb any of the orange rectangle property.
 - They no longer have an interest to impact the property.
 - Do not need easement.
 - Are not impacting the orange rectangle property. Calling it the gap parcel.

Proposed Stormwater Pond Improvements:

- The 64th Court area goes down to the proposed high-water line. Everything stays on the street and right of way of 64th Court and goes through the existing 33-inch storm system that goes through side yards and out towards Bohrer Pond.
- Proposed and existing stay the same for the three properties. Constructing the pond deeper. The system is better in each condition up to a 100-year storm.
- Alleviates the 64th Court flooding issue.
- Keeps the system existing and proposed match for the high-water line.

Project Cost and Easement Acquisition:

- Estimated at \$478,000.
- Funding will be from the Pavement Management Program.
- Permanent easements on the three properties mentioned.
- No vested interest in anything south of the two vacant lots.

- Met with Mr. Mitcheltree last week.
- From an Engineering perspective, they have a large regional watershed drainage concern with flooding of Carleda and 64th.
- There are two low lying vacant lots that could be part of the solution.

He recommends for public health and safety to move forward with the project. They have worked closely with the Mitcheltree families. They are not saying they want to accumulate, through land acquisition, both lots in full. He stated the City has tried to address the families concerns, one of which is retaining as many trees as possible around the property. The design has been altered to do so. He stated everyone is doing what they can to make compromises. He finds the project feasible and necessary.

Project Schedule:

- Unlikely the project will launch before fall.
- Carleda project would have to be done in the same timeframe.
- Looks to be a Spring 2022 project.
- Pond could possibly be done in the fall.

Assistant City Engineer Dodge recommends Council hold the Public Hearing and pass the Resolution.

Mayor Bartholomew asked why the configuration of the line juts out a bit toward Cahill. Assistant City Engineer Dodge responded construction limits are in the yellow dashed line and stops before that. They are minimizing the easement area and lowering the pond by constructing down. He stated they have done an environmental Phase 1 to help understand what was taking place. The report came back that any contaminants found were low level, and mostly construction and fill material debris, which is easily disposed of. He responded about the hammer type configuration stating they are following existing contours and conditions. They are not constructing out to that point.

Gregory Mitcheltree, 6399 Cahill Avenue East, stated there are multiple owners for the land. Diane Knuckey is one of the owners and is the owner of the two parcels the City is planning to do the easements on. He commented they had a family discussion, and a majority of landowners would rather not have this go forward. It was his Grandfather's land. He stated his mother, Diane Knuckey, is 78 years old and has been stressed about this issue. She rather this not go through. Other family members are willing to work with the City. He is about 50/50, as well as his brother. His sister-in-law prefers this not go forward.

Councilmember Piekarski Krech asked if Mr. Mitcheltree was referring to the property located at 6399 Cahill or the properties off of Carleda Way. Mr. Mitcheltree responded the two lots. There are no homes, they want to maintain it as woods. Councilmember Piekarski Krech stated the piece located between the two properties is the piece nobody owns. Mr. Mitcheltree responded they just discovered that last week. He has spoken with an Aunt who was not aware of it either. The family would have to pull the records and Deeds for further information about that strip.

Assistant City Engineer Dodge stated the orange rectangle is the parcel being discussed with ownership being unclear. The two empty lots north have family history. He stated it was Council's decision on whether to take the recommendation and move forward with the project and work through the eminent domain process with the owners. They are working with the family to acquire easement where needed including the Blaisdell property. This would help save trees as much as possible. He stated the pond is being designed as a dry pond and would only accumulate water for short periods of time and release into the existing stormwater system. It would be dry until the next stormwater event.

Councilmember Piekarski Krech asked if there was water in the location and if they were creating a pond. Mr. Mitcheltree responded Assistant City Engineer Dodge told him they did not want a wet pond. They just want to maintain the land. He asked if going toward the easement, why they cannot have the water run onto the land without destroying trees. He stated there are a lot of deer and turkey in the area. He asked why they need to have an easement and why the water cannot be allowed to go in and drain naturally.

Assistant City Engineer Dodge responded the green line that goes around the blue area is existing and proposed 100-year water. In proposed conditions they maintain at or below the existing conditions high water line. It was to impact as little as possible. They have done that with this design. He stated the City needs to get easement. They have to work with the City Attorney and landowners because once designated as a City dry pond, the City would maintain it. There is liability. They want to hold the Mitcheltree families harmless because it would be a

City pond and need to do that by easement and Agreement. It is a legal method to acquire and purchase in order to have a designated City pond.

Councilmember Piekarski Krech asked Mr. Mitcheltree if his Mother would be upset by this because the City would have an easement and some trees would have to come down. Mr. Mitcheltree responded they are taking a lot of trees. His Mom is worried it would affect the animals and create a huge gap. She was also worried about the driveway and garage.

Assistant City Engineer stated the City is not disturbing anything outside of the two empty outlots. They are not touching the driveway, trees near the driveway, or outside of the yellow dashed line. He commended Mr. Mitcheltree for being the family Liaison and being easy to work with. The City feels it is a successful project because they have worked well together and have come up with the best compromise. The only exception would be the trees by the road. By Ordinance, trees are not supposed to be in the right of way. The trees are existing, some would be taken away. Those in the low area are either dead or undesirable. He stated it was shared with the Mitcheltree family that the City would be willing to consider bushes or native vegetation in the area. Suggestions are welcome, but they would not be putting trees back in.

Councilmember Murphy asked which driveway and garage his Mom was worried about. Mr. Mitcheltree responded the driveway is where the partial area is. There used to be two driveways.

Councilmember Piekarski Krech stated Mrs. Knuckey's property, 6399 Cahill, is not listed as being a part of this. Mr. Mitcheltree responded his Grandfather had three kids. When he passed away, he gave the land to the kids. His Aunt is not on the paper because his mother pays the taxes. Councilmember Piekarski Krech stated his Mother is concerned about the property she currently lives on, but according to what she is seeing, none of this project is going to affect her property. There will be no construction or easements.

Kelly Kayser, 1953 59th Court East, stated her objection to the manner this project is being funded out of Pavement Management. It is going to non-pavement. She suggested forming a collaboration and coming up with new ways to determine these in the future, so they do not have to use pavement funds for drainage issues.

Motion by Piekarski Krech second by Gliva to close the Public Hearing at 9:00PM

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew stated the request by Staff is to approve a Resolution ordering the project and proceeding with land acquisition, feasibility, and accepting professional services from Kimley Horn. Assistant City Engineer added it also includes receiving Amendment #1.

Councilmember Piekarski Krech stated it is a water issue Staff suggests being done. They are not changing drainage; they are formalizing what already drains and making sure it is maintained. She empathizes with his Mother, but they are not really changing the property. Mayor Bartholomew agreed and stated they would be taking out dead growth, putting in high grass, and keeping it as a dry area rather than wet. It could be an improvement to the property with more animal activity. Doing this resolves the water issue and keeps it in a dry state. He stated if working with the landowners, keeping the tree cut to a minimum, and planning is something the family can agree on, he would be in support. It would be a win for the City and a win for landowners. Councilmember Murphy agreed and stated not much is being changed. He feels they do a great job compromising. He believes it is a win for the neighborhood.

Motion by Piekarski Krech second by Gliva to approve the Resolution 2021-10 Ordering Project, Receiving Amendment No. 1 to the Feasibility Report, Accepting Professional Engineering Services Proposal IPO 28B from Kimley-Horn, Authorizing Preparation of Plans and Specifications, and Authorizing Land Acquisition Services for City Project No. 2016-13 - Cahill Trunk Drainage Improvements.

Mayor Bartholomew suggested negotiating in good faith with the property owners to come up with agreeable plantings and aesthetics.

Ayes: 5
Nays: 0 Motion carried.

6. REGULAR AGENDA:

Administration:

A. Consider Appointing a Council Member to serve as Acting Mayor for 2021.

City Clerk Rebecca Kiernan stated an Acting Mayor is appointed each year. She requested a Motion be made appointing a Mayor and an alternate.

City Administrator Joe Lynch stated the Acting Mayor serves in the absence of the Mayor in case of illness or inability to attend the meeting. It has been rotated but have also appointed an individual to serve in that capacity for the entire year. A decision would need to be made on one action or the other. He stated if an individual is chosen, to also name someone as an alternate in the event the person is not able to serve as the Acting Mayor.

Councilmember Piekarski Krech suggested they go back to the rotation. If two people are not in attendance, a lot of times they could not have a vote because there were not enough in attendance. Mayor Bartholomew asked if it would rotate by seniority. Councilmember Piekarski Krech responded the first time the Mayor is gone it would be one person, the second time it would be another. Mayor Bartholomew stated for example, the first time it would be Councilmember Piekarski Krech, then Councilmember Dietrich, then Councilmember Murphy, and due to the Election count, Councilmember Gliva.

Councilmember Murphy responded he was uncomfortable with this method because he was unsure how much was involved. He felt he would need more experience to sit in the role. He was comfortable naming #1 and #2.

Councilmember Gliva stated she felt more comfortable naming someone and that it felt odd rotating a Mayor. She felt it should be #1 and #2.

Mayor Bartholomew asked if Councilmember Piekarski Krech should be #1 and Councilmember Dietrich be #2.

Councilmember Gliva suggested with Councilmember Dietrich running for Mayor, and the leadership and support gained in the Community, she be first with Councilmember Piekarski Krech as the second.

Councilmember Murphy stated it made sense to him to have the second highest vote recipient sit in the seat first.

Councilmember Dietrich stated she would be honored.

Mayor Bartholomew stated Councilmember Dietrich would be acting Mayor with Councilmember Piekarski Krech as the alternate.

Motion by Murphy second by Gliva to appoint Councilmember Dietrich as acting Mayor with Councilmember Piekarski Krech as the alternate.

Ayes: 5
Nays: 0 Motion carried.

B. Consider Appointing Council Members to serve on Member Commissions for 2021.

Mayor Bartholomew stated the City Administrator sent out a list of Member Commissions. Councilmember Piekarski Krech stated the Yellow Ribbon Committee and the Energy Group were missing from the list.

City Administrator Lynch described the positions stating they are in need of a designated individual with an alternate. If the designated is unable to attend, they have someone who can represent the City. To note, in addition to the Yellow Ribbon and the Performance and Energy Group, there is a Police Foundation that was just formed. The purpose of that group is to support Fundraising efforts for K9 services and outreach effort for youth

in the Community. He stated they were looking for the Mayor to be a member of that group. It will consist of business owners and Community representatives, as well as the Mayor.

He stated for the Cable Commission, former Mayor Tourville represented the City as the Elected Official for over 20 years. The Commission and Executive Director Jodie Miller has asked the City to consider appointing Mr. Tourville as the Citizen Representative. The current Citizen Representative, Skip Jackson, is retiring and does not wish to serve on the Commission. This group needs a Citizen Representative and an Elected Official.

Councilmember Piekarski Krech stated she would be willing to be on the DCC. Councilmember Murphy accepted the suggestion of the Mayor to be on this Committee as an alternate.

Councilmember Piekarski Krech stated she would also be willing to do the Fire Relief Association. Councilmember Gliva volunteered to be the alternate.

Councilmember Murphy stated after reading through everything he is happy to serve where needed.

Mayor Bartholomew suggested for the DCC, the Designate be Councilmember Piekarski Krech with the Alternate being Councilmember Murphy.

Mayor Bartholomew stated for the Fireman Relief Board, it would be Councilmember Piekarski Krech and Councilmember Gliva as the Alternate. City Clerk Kiernan stated they need to designate a third appointment. Finance Director Amy Hove has normally been on the Committee if Council wants her to continue. Mayor Bartholomew stated Finance Director Amy Hove would be added/kept on the Fireman Relief Board.

Councilmember Dietrich asked the Mayor what his preferences were.

Mayor Bartholomew responded the Mayor and Manager Group and the Mayor Association Group. He is willing to step in with anything else lacking input. He suggested Councilmember Dietrich be alternate in both groups. Councilmember Dietrich agreed.

Councilmember Dietrich stated if nobody were interested, she would like to be on the Municipal Legislative Commission. Councilmember Gliva agreed to be on this one as well.

Mayor Bartholomew stated Councilmember Dietrich would be the Representative with Councilmember Gliva as the alternate.

Councilmember Murphy asked for more information on the new group that dealt with K9's. City Administrator Lynch responded it was the Police Foundation. A 501c has been formed. The Board would consist of a local business owner, the Mayor, the Police Chief, and two Community Representatives. This helps oversee Fundraising efforts for the K9. They receive donations to help pay for food, training, and cost for the Police Officer to keep the K9, as well as outreach efforts for the youth. He stated they were looking for the Mayor to be on the group.

Mayor Bartholomew asked if Councilmember Murphy was willing to be the Alternate. Councilmember Murphy responded yes. Mayor Bartholomew stated he would be the Representative as requested by the Police Chief and the alternate would be Councilmember Murphy.

Mayor Bartholomew asked if it was appropriate for the alternate to attend along with the representative. City Administrator Lynch responded the representative becomes involved with the group and becomes somewhat of an expert. Having both would not be a bad thing but makes the group larger.

Mayor Bartholomew mentioned the Chamber of Commerce Local Issues. Councilmember Gliva stated she would be interested. Councilmember Murphy said he could do this if needed. Mayor Bartholomew stated the Chamber of Commerce meets the second Thursday of every month.

Councilmember Dietrich stated she was interested in the Noise Oversight Committee. Mayor Bartholomew stated he could be an the alternate.

Mayor Bartholomew stated the Deputy Weed Inspector was not on the list. Councilmember Piekarski Krech stated the Mayor gets to do that.

Mayor Bartholomew suggested discussing Dakota Broadband. City Administrator Lynch stated the group has been in existence for about 1.5 years. It is the organization responsible for oversight of public broadband efforts to get a system in place to provide service, so they are not only held to Comcast delivery. He stated it is a Public Service fiber, not a Private to Household fiber. It connects schools, hospitals, clinics, City Halls and City Buildings. Mayor Bartholomew stated this holds one meeting a month, on the second Wednesday. City Administrator Lynch stated IT Manager Marc Gade is on the Executive Committee. The Elected Official sits on the Board. Mayor Bartholomew stated he would be on this group.

Mayor Bartholomew stated there is the NDC Cable Commission. Councilmember Piekarski Krech offered to be on this Commission. Mayor Bartholomew stated it was recommended appointing a Citizen by Jodie Miller to replace Skip Jackson. She suggested George Tourville. Councilmember Piekarski Krech stated George Tourville has the experience. Mayor Bartholomew stated the former Mayor brings historical knowledge and would be a good fit. He stated Mr. Tourville did a lot of hard work bringing Comcast to work with the City. This group renews every year. Councilmember Murphy asked if it was known if George Tourville wanted to do it. Mayor Bartholomew responded Ms. Miller asked and Mr. Tourville is interested.

Mayor Bartholomew asked what Staff was on the Energy Group. City Administrator Lynch responded Community Development Director Heather Rand and Environmental Specialist Ally Sutherland. City Administrator Lynch stated it is a short time group formed as part of an effort to look at energy use and savings in the City and Community. Working with Xcel, a Grant has been provided, a study has been done, and recommendations on what the City could do from an operations standpoint in the Community. For example: Solar panels on the Community Center and the Energy Savings Systems in the VMCC. They are automated rather than manual.

City Administrator Lynch stated the Yellow Ribbon Committee is a group made up of volunteers who organize efforts for current or former Veterans. Those that are serving and have service needs such as sidewalks shoveled, or yards raked. For former Veterans facing hardships, cannot repair homes, or may need a deck replaced. It is a once a quarter meeting. Staff taking part in this group: A Police Representative, Fire Department Representative, HR Manager Janet Shefchik is temporary Chair. They would like to try to get a resident or a Veteran, or a spouse of a Veteran.

Mayor Bartholomew stated he would take a position with the group. His son is a Service Member/War Veteran.

Mayor Bartholomew stated the list is as follows:

- Dakota Broadband: Mayor, IT Manager Marc Gade
- Dakota Communications Center: Piekarski Krech. Alternate: Murphy
- Municipal Legislative Commission: Dietrich, Gliva
- Chamber of Commerce/Local Issues: Gliva, Murphy
- NDC Cable Commission: Piekarski Krech, Citizen Representative George Tourville
- Mayor Manager Group: Mayor, Dietrich
- Mayor Association: Mayor, Dietrich
- Noise Oversight Committee: Dietrich, Mayor
- Fire Relief Board: Piekarski Krech, Gliva, Staff Representative Amy Hove
- Yellow Ribbon: Mayor
- Energy Group: Community Development Director Rand, Environmental Specialist Sutherland, Gliva
- Police Foundation: Mayor, Murphy

Motion by Dietrich second by Piekarski Krech to Appoint Council Members to serve on Member Commissions for 2021 as follows:

- **Dakota Broadband: Mayor, IT Manager Marc Gade**
- **Dakota Communications Center: Piekarski Krech. Alternate Murphy**
- **Municipal Legislative Commission: Dietrich, Gliva**
- **Chamber of Commerce/Local Issues: Gliva, Murphy**
- **NDC Cable Commission: Piekarski Krech, Citizen Representative George Tourville**

- **Mayor Manager Group: Mayor, Dietrich**
- **Mayor Association: Mayor, Dietrich**
- **Noise Oversight Committee: Dietrich, Mayor**
- **Fire Relief Board: Piekarski Krech, Gliva, Staff Representative Amy Hove**
- **Yellow Ribbon: Mayor**
- **Energy Group: Community Development Director Rand, Environmental Specialist Sutherland, Gliva**
- **Police Foundation: Mayor, Murphy**

Ayes: 5

Nays: 0 Motion carried.

C. Parks and Recreation Director Replacement Discussion/Decision.

City Administrator Lynch stated it would be in the best interest to consider an Interim person in the role to help the Parks and Recreation Department. To replace the position, he provided positives and challenges. Interims have been done from inside and outside. Funding would come out of normal Budget 2021 categories. Park and Recreation Director is not in just one category, some comes out of Parks, Recreation, VMCC, and City Facilities. Utilizing the services of someone part-time rather than full-time would save money in the 2021 Budget.

He stated further discussion would be needed later about the City Administrator, Public Works, and Parks and Recreation. If doing an outside search, it would be a three-to-five-month process. The individual would need to cover a three-to-four-month timeframe. He recommends Council direct him to meet with the perspective individual, work out details as a part time Interim Parks and Recreation Director, return to Council with a proposed term and condition, possibly by January 25th. He stated the Parks and Recreation Director will be done on Friday, January 15th. Staff is in place to fill the gap.

Mayor Bartholomew stated the City Administrator is contemplating interviewing someone who may be interested in an Interim position. City Administrator Lynch responded that was correct stating the Parks and Recreation Director and himself consider an individual that has a wealth of experience of over 25 years at a very high level. This was in a larger organization than the City of Inver Grove Heights. Mayor Bartholomew asked if the Council would receive prior knowledge before the meeting to understand the individual, see the credentials, and determine if this were something they would approve. City Administrator Lynch responded he would provide the Resume.

Councilmember Piekarski Krech commented it would just be temporary, it was not a person looking to fill the position. City Administrator Lynch responded correct. It would be three to four months, the individual is retired and not interested in returning to full time work.

Councilmember Gliva asked if there were fees involved with recruiting or if this individual was already known. City Administrator Lynch responded both himself and the Parks and Recreation Director know the person. There are no fees or recruitment costs.

Mayor Bartholomew asked how much time the Council would have to be able to personally vet the individual. City Administrator Lynch responded if considering this at the January 25th meeting, the Thursday prior, when Agenda materials are put together. As an employee, a background check would have to be run on the individual. They should have no problem passing. He stated information could be shared at the beginning of that week. Mayor Bartholomew responded the earlier the better.

Councilmember Dietrich stated outside of the recommendations received in the packet, to consider doing a Consultant in the position for an Interim period of time. Also utilizing the Commissioner's, they have, such as the Chair of the Parks and Recreation Commission who has a good purview. She suggested they have input in vetting someone. She commented she would hate to see those resources untapped. Councilmember Piekarski Krech asked if she was talking about a Consultant filling in for the Parks and Recreation Director. Councilmember Dietrich responded yes, she would like to have a conversation to have a Consultant do that, and vet whoever comes forward, and have at least the Chair of the Parks and Recreation Commission included in the process.

Mayor Bartholomew asked for clarification. Councilmember Dietrich responded she would like another option from the recommendation received. Have a Consultant do this and explore. She requested knowing the fees. She stated this sounded like someone known and would like to open it up a bit.

Mayor Bartholomew asked if the Council would be willing to entertain the individual, look at doing the vetting, and getting input from the Chair of the Commission. Councilmember Dietrich responded yes. Councilmember Piekarski Krech stated the Chair runs the meetings, she would not give the Chair anymore credence than the rest of the Commission.

Councilmember Gliva asked why they would not just find someone and make do in the meantime. It has been stated they have the Staff. She believes stopping and starting may be difficult. Councilmember Piekarski Krech responded there is land acquisition going on, moving forward with northwest area parks, and possibly more landowners coming forward negotiating properties. Staff is capable, but they have not been dealing with those things. She stated someone needs to be at that level to make sure those things get done. She is sure the Staff is capable but was concerned with not having someone who knows Parks and Recreation rules and regulations. Councilmember Dietrich stated the City Attorney could deal with the legalities. City Attorney Bridget McCauley Nason responded she could speak to the legality of issues, not the operation side.

Mayor Bartholomew stated there are three alternatives:

1. Proceed and explore the recommendation from the City Administrator and look at the candidate for part-time/interim at the approval of the Council.
2. Hire a Consultant to fill the gap with information from the Park and Recreation.
3. Make do with what we have on hand in terms of Staff. For example: Administration and Attorney's.

Councilmember Piekarski Krech stated hiring a Consultant involves getting an RFP out, which takes time. The current Parks and Recreation Director leaves next week. She would rather, if getting the name and vetting, do the background check of the person known. It comes down to timing, if wanting to keep moving forward or halt the process. Mayor Bartholomew stated it was a good alternative. The Council would look at the individuals name to see if it would fit. This gives room to the get the jobs RFP started.

Councilmember Murphy asked if the individual has experience with the Community and would have the same authority and responsibility that Parks and Recreation Director Carlson did, but on a temporary basis. City Administrator Lynch responded the individual has not worked in our City but has been a Parks and Recreation Director in a number of Organizations including one larger than ours. There are some higher-level processes and projects in place, such as land acquisition, park design, park comprehensive plan, South Valley Park Design, that the Parks Superintendent would continue to oversee. The Recreation Superintendent would continue to oversee the daily operations of the Recreation and VMCC Staff. This position would be part-time, a limit of 20 hours a week, at the higher level in consultation with himself and the City Attorney on the legal aspects and finer points of the operations for considerations and policy.

Councilmember Murphy stated he would be in support of the path that does not slow them down.

Mayor Bartholomew asked if there was Council consensus on having the City Administrator share the name as soon as possible so they can vet and have it on the Council on the 25th and then decide whether they want the individual or not.

Councilmember Dietrich stated there is still a question about a criminal lawsuit against the City Administrator that she has not been updated on. When the Separation Agreement was done, it was said he would not be in any hiring or firing capacity. She stated this was the first she has heard that the City Administrator has someone in mind. She asked why they did not know this before. She stated the individual may be well qualified, but she has concerns about how they came about.

Parks and Recreation Director Eric Carlson stated he contemplated what would happen as he accepted a new position and what the organization would look like after he leaves. He came to the conclusion the City consider an Interim Parks and Recreation Director between the time he leaves next Thursday and the time someone is in

place. That could be a three-to-six-month timeframe. He suggested to the City Administrator to hire an Interim and that he had someone in mind, someone he had worked with throughout his career and holds in high regard. He stated other City people would hold him in high regard as well.

Parks and Recreation Director Carlson stated if not hiring an interim Parks and Recreation Director and ask existing Staff to take their roles and the Parks and Recreation Director's duties, he felt a lot would get dropped. Not because they will not try or are not capable, it is because they do not have enough time or experience to do it successfully. He highly suggests hiring an Interim Parks and Recreation Director until the permanent situation is determined.

Motion by Piekarski Krech second by Murphy to get the information on the replacement Parks and Recreation Director as suggested by current Parks and Recreation Director Carlson, vet the individual, and place the item on the January 25th regular City Council meeting for a decision.

Councilmember Murphy asked if this precludes them from taking other avenues in the future.

Ayes: 4

Nays: 1 (Gliva) Motion carried.

D. Review Plans for South Valley Park Master Plan Improvements.

Parks and Recreation Director Carlson discussed the plans for South Valley Park Master Plan Improvements: North/South Valley Park Timeline:

- Updated Master Plan for North/South Valley Park in 2017 with Community and PRAC input.
- Council adopted the Master Plan in 2018.
- North Valley Pickleball Courts were constructed in 2019.
- Hire HKGI to develop South Valley concepts in 2019.
- South Valley Park concepts were approved in 2020.
- Apply for MN DNR Outdoor Recreation Grant in 2020. Received a \$250,000 Grant.

South Valley Park Improvements: Proposed and partially funded by the Grant:

- Playground equipment replaced with nature themed equipment.
- Building replaced to improve Community event capabilities and allow for larger variety of private rentals.
- Provide additional parking.
- Provide for ADA accessible trail access.
- Small performance area for recreation programs.

North Valley Park Pickleball Courts

- Very popular.
- Well received by Community.
- Heavily used.

South Valley Park Site Plan

- Playground equipment would have a new location.
- Path with a set of stairs to get from the area and the parking lot.
- Also has an accessible path.
- Sliding hill would stay.
- Expanded parking lot with an additional 28 stalls. Toward Well House located at the end of the parking lot.
- Future building:
 - Designed so all doors can be opened and would be a wide-open picnic shelter.
 - On inclement weather days the doors can be shut.
 - Kitchen area. Does not include refrigerator or stove/oven.
 - Picnic tables underneath shelter.
 - Unisex restrooms.
 - Small mechanical room.

South Valley Park Potential Funding:

- Project estimation: \$2.3 million dollars
- Funding:

- Grant from the DNR for \$250,000
 - \$2 million dollars from the Parks Capital Replacement Fund
 - \$50,000 - \$75,000 from the Parks Acquisition Fund. Pays for new portion of parking lot.
 - Parking lot due for replacement. Pavement Management Fund.
 - Water and Sewer Fund. For water and sewer work. Currently septic system served. Looking to connect to City sewer system.
- Next Steps:
 - Sign Grant Agreement documents once they are available. This has not been signed yet. The reason is because the money is coming from the Federal Government, going to the State, and then coming to the City.
- Hire HKGI to develop plans and specifications. This would be brought back before the Parks Commission and Council for authorization to go out to bid.

Mayor Bartholomew stated he does not like the overhead doors. They could be dangerous. He suggests rethinking those. Parks and Recreation Director Carlson responded they have been successful in other park situations. Staff could look at alternatives. Accordion could be another option.

Councilmember Gliva asked if the baseball field would still be there. Parks and Recreation Director Carlson responded that would be completely removed. She stated when she walks by, she sees kids playing baseball there. Parks and Recreation Director Carlson responded they would relocate any use it currently gets. From a user standpoint, they can afford to lose a field and still be fine.

Councilmember Murphy asked what the balance in the Capital Replacement Fund was. Parks and Recreation Director Carlson responded at the end of 2019 it had a balance of \$1.9 million dollars. By the time construction happens to this area, late 2021, or 2022, there will be sufficient funds. There are not other planned projects in 2021 or 2022 due to this project.

Parks and Recreation Director Carlson stated there was nothing to approve but wanted to update before the next Agenda Item.

E. Consider Approval of Contract with HKGI for Preparation of Plans and Specifications for South Valley Park Master Plan Improvements.

This item was addressed in Agenda Item 6D.

Motion by Murphy second by Piekarski Krech to approve a Contract with HKGI for Preparation of Plans and Specifications for South Valley Park Master Plan Improvements.

Ayes: 5

Nays: 0 Motion carried.

A short recess was taken by Council at 10:03 p.m. Meeting was back in session at 10:08 p.m.

Community Development:

F. PABLO CASTELLANOS - Consider a variance to allow a solid fence 48-inches in height located in the corner front of the property located at 7051 Arlo Way (tabled from December 14, 2020). Resolution 2021-11

Associate Planner Botten stated the request is for property located south of 70th Street on the corner of Arlo Way and Archer Trail. It is zoned PUD (Planned Unit Development District). This item was tabled at the December 14th meeting due to technical difficulties and inability to see the revised fence type the Applicant was requesting. She stated the original request was for a solid 48-inch-high fence located in the corner front property. The Applicant has withdrawn the one Variance dealing with opacity. Applicant is currently in compliance with the proposed picket fence.

She stated the Variance is for the height. The Applicant is asking for 48-inch-high fence, where the maximum height is 42 inches within the corner front yard setbacks. The fence would be located about 18 feet from the curb and 80 feet from the closest intersection. The abutting property from the rear has their driveway about 27 feet from where the fence would be located. That property owner submitted an email stating they are in support of the Applicant's request.

Councilmember Piekarski Krech asked why 42 inches stating last time the Applicant said they could not get that size fencing. She asked what the rationale was behind 42 inches. Associate Planner Botten responded that has been the Code requirement for as long as she has been with the City. She believed the 42-inch height is still available but may not be due to COVID. The more popular height is 48 inches. She stated the 42-inch height may have been due to vehicle height, but now more vehicles are taller. Councilmember Piekarski Krech asked why they are requesting 48 inches. Associate Planner Botten responded it was due to not being able to get the 42-inch height fence. They are going to be increasing the height to six feet once they are out of the setback area.

Councilmember Gliva questioned if approving means they are opening themselves up for more Variances. She asked if that did not mean it should go back to a process to change it. Mayor Bartholomew responded it sets a precedence. Councilmember Piekarski Krech stated in this instance 48 inches will not be a problem, but it may in other instances with a front yard. She commented that was why she was questioning it in the first place. The extra six inches could be a problem for site and visibility.

Mayor Bartholomew stated he does not see a practical difficulty and cannot support the Variance. He understood the product may not be available, it will be available in time. Councilmember Dietrich agreed and stated that is the protocol and needs to be followed.

Juan Pablo, 7051 Arlo Way, stated he has reached out to five different companies, everyone says the same thing, that he needs to prepay because it is a preorder and is never given a date. He commented for the amount of money they are paying for the property, they cannot put up a fence to prevent children from running in the street, or their dogs from being attacked by animals. His neighbor was fine with the picket fence option. Mayor Bartholomew stated by Ordinance, a practical difficulty is needed as to why they would allow a Variance to the Ordinance. If not doing that, others may follow with the same request.

Mr. Pablo responded he felt it was based on scenario. Maybe in a different area it would be a big issue. He stated he heard letters were sent out in the neighborhood, nobody was against it. He would go with the 42 inches if the City could find a company, he could get it from. He stated cars go 40 miles per hour on his road and there is not a speed limit sign anywhere in the neighborhood. Councilmember Piekarski Krech stated there is a standard speed limit on City streets, it is 30 miles per hour. Councilmember Dietrich stated the discussion is about the fence. Mr. Pablo stated his issue is with the speed and his kids being hit by a car. That is the reason they are getting the fence and spending the money. If he did not need it, he would not get it.

Mayor Bartholomew asked what type of requests they are getting for fence height and if they are receiving a lot for 48 inches. He asked if the industry has changed and not making 42 inches. Associate Planner Botten responded she did not have an exact number, but they have had a couple in the past few years. One was approved in the past year. That was due to the higher elevation of the neighbor behind the property. She stated there have been discussions in the past to look at the Ordinance and see if it was time to amend it or revisit. There has not been a lot of need for 48 inches.

Motion by Dietrich second by Gliva to deny the Variance to allow a solid fence 48-inches in height located in the corner front of the property located at 7051 Arlo Way. Resolution 2021-11

City Attorney McCauley Nason clarified stating the Motion and the second are to adopt the Resolution denying the Variance found within the packet for the reason stated within the Resolution. Councilmembers Dietrich and Gliva agreed.

Ayes: 5

Nays: 0

Motion carried.

Mayor Bartholomew asked to have this item added to a Work Study Session for discussion on what could be done between the 42" to 48" fence height.

7. PUBLIC COMMENT:

Kelly Kayser, 1939 59th Court East, asked if this would be the new order for Public Comment on the Agenda. She stated she has some comments about this and asked if she should send them via phone or email. Mayor Bartholomew responded to send it to the City Clerk, and she would forward it to the Council.

Ms. Kayser addressed the Special Meetings that took place on December 22nd and December 29th. She did not see notice for those meetings on Social Media like it has for regular Council Meetings.

Ms. Kayser stated she wanted to follow up on the question she had from October about the data breach investigation and how it was ordered. It took approximately six weeks to get an email back which stated the information was private data. She asked the City Clerk what portion of the Statute, or what portion of the City Data Practice Policy that was covered by. She commented that today was the 41st day since they had exchanged at the beginning of December, she received it this evening at 6:00 p.m. She stated it took 12 weeks to get the run around and be told it was private data and tonight received a copy of a memo written by City Attorney Kuntz outlining the history of events. His second point was "it was reported by the Mayor to the City Attorney that the Author of the email objected to distribution to the Council or the Councilmember". She stated first she was told it was private data to know who the person was, and then it seems it was the Mayor that brought it to the City Attorney's attention.

She commented she did not need a response, but one thing to note was how did the Author of the email know it went to the Council and a Councilmember. That was an Executive Session, she believes everyone was bound to confidentiality. She stated as a citizen, that question should have been investigated as much as any other question investigated over the year.

She stated she was looking forward to having more transparency and more forthcoming information when it is requested.

9. MAYOR AND COUNCIL COMMENTS:

Councilmember Gliva stated she received a letter from Mr. Steve Dodge and would be attending her first public virtual Open House for City Project 2021-09D Bryant Lane Area Improvements. She stated she would be there as a citizen and would be able to take part in the process and that it would be a good learning experience.

Councilmember Dietrich asked if the City does a State of the City Address, and if so, who does it. Councilmember Piekarski Krech responded former Mayor Tourville did it on occasion. Councilmember Dietrich stated she noticed the City of South St. Paul was doing it, the Chamber of Commerce is hosting. She thought they would also host and/or promote it for our City. It would be something good to do for residents on a more consistent basis. Mayor Bartholomew agreed and suggested further discussion. He asked the City Administrator to look into what was done in the past so all can view. Councilmember Murphy agreed and thought it was a great idea. He commented the more open communication had with residents, the better off the City would be.

Councilmember Murphy stated he has been to a few Orientations and would like the Council to entertain a visioning type of session. He stated to agree/loosely agree on a direction when shared with residents, is a consistent message. Mayor Bartholomew agreed that was a great idea and addressed the City Administrator come up with ideas about how that has been done in the past, consider the State of the City and a plan to use where we are headed and what the goals are.

City Administrator Lynch said there was a Saturday session once. He stated he handed out the Strategic Plan the City has adopted and suggested beginning there to identify topics, concerns, projects, or areas the Council wants to focus on in 2021. He could put the information together. Mayor Bartholomew commented the Council could

meet on a Saturday or whatever date works best. Councilmember Murphy stated it was a good packet, summarized to one page to visualize would be helpful.

City Administrator Lynch stated he sent out a request for information about consideration of a Special Meeting:

1. To discuss, consider, and give direction about how to proceed with positions that are open or going to be open. Along with consideration of a structure change or no change.
2. Annually they try to meet with Lobbying firms and go over Legislative Platform and the Bonding requests for the year.

He stated if both of these items could be done at a Special Meeting, they could be completed and would know what they are going to be asking for in the 2021 Session from a Bonding perspective and any Legislative issues that may come up and impact the City.

Mayor Bartholomew stated he would make any time available, evening or Saturday, except Sunday. He asked if a date or time was needed. City Administrator Lynch suggested scheduling something soon. He stated they have tried to meet with their Contingent (State Senator, State Representative) to hear City positions and requests. The Contingents could consider how they may be able to help the City if coming to them for Bill Authorization or a Bonding request. He suggested dates such as the 19th, 20th, or the 21st, or Saturday the 23rd. He stated he did not want to do it at a Council meeting due to the depth.

Council discussed dates and agreed on Tuesday, January 19th at 4:00 p.m.

Motion by Piekarski Krech second by Gliva to schedule a Special Meeting to take place on Tuesday, January 19th, 2021 at 4:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech stated there is a Planning Commission meeting that night. The Special Meeting could take place in the EOC room.

8. EXECUTIVE SESSION:

A. Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(2) and (3) for the purpose of reviewing confidential or protected nonpublic appraisal data and to develop or consider offers or counteroffers for the purchase of real property located at 8296 Babcock Trail, Inver Grove Heights.

B. Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for a confidential Attorney-Client discussion regarding litigation in the matter City of Inver Grove Heights v. Dalsin, et al."

City Attorney McCauley Nason stated the Council is being asked to consider moving into two Closed Sessions that will be held in Council Chambers. The first closed session is a Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(2) and (3) for the purpose of reviewing confidential or protected nonpublic appraisal data under Section 13.44 Sub. 3 and to develop or consider offers or counter offers for the potential purchase of real property located at 8296 Babcock Trail in the City of Inver Grove Heights. This closed session must be recorded and all persons who attend the first session must be identified on the recording. Immediately following the completion of that closed session, the Council will move into a second closed session as follows:

Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for a confidential Attorney-Client discussion regarding litigation in the matter City of Inver Grove Heights v. Dalsin, et al." She stated that portion of the meeting will not be recorded, and her Colleague and partner Pete Michael will be joining via Zoom and has been handling the condemnation matter. She stated this closed meeting will be held in the Council Chambers and will commence immediately. Once the closed meeting is completed, the City Council will reconvene the open meeting portion of tonight's City Council meeting. She stated the Council does have to vote to move into a Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(2) and (3) for the purposes outlined above with respect to the property located at 8296 Babcock Trail for consideration of offers and counter offers and discussing nonpublic appraisal data.

She stated the maker of the Motion can further move that immediately following the completion of that closed session, the Council move into a second Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for

a confidential Attorney-Client discussion regarding litigation in the matter City of Inver Grove Heights v. Dalsin, et al.”

Motion by Piekarski Krech second by Dietrich to move into a closed session is a Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(2) and (3) for the purpose of reviewing confidential or protected nonpublic appraisal data under Section 13.44 Sub. 3 and to develop or consider offers or counter offers for the potential purchase of real property located at 8296 Babcock Trail Council move into a second Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for a confidential Attorney-Client discussion regarding litigation in the matter City of Inver Grove Heights v. Dalsin, et al.” at 10:40 p.m.

Mayor Bartholomew asked if they need to make note of when they come back to the meeting. City Attorney McCauley Nason responded they would note on the record there would be no further items on the Agenda, the intent for the Council to move back into Open Session, vote to adjourn, and conclude the meeting.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

Motion by Piekarski Krech second by Dietrich to adjourn the meeting after the Executive Session at 11:22 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**Request for Council Action****TITLE:** _____

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of January 20, 2021 to February 2, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending February 2, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$471,354.23
Debt Service & Capital Projects	3,406,090.58
Enterprise & Internal Service	187,487.98
Escrows	9,668.50
Grand Total for All Funds	<u><u>\$4,074,601.29</u></u>

If you have any questions about any of the disbursements on the list, please call Amy Hove, Finance Director: 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period January 20, 2021 to February 2, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING «End_Date»**

WHEREAS, a list of disbursements for the period ending «End_Date» was presented to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	\$471,354.23
Debt Service & Capital Projects	3,406,090.58
Enterprise & Internal Service	187,487.98
Escrows	9,668.50
Grand Total for All Funds	<u><u>\$4,074,601.29</u></u>

Adopted by the City Council of Inver Grove Heights this
«Fancier_Council_Date» day of «Fancier_Month», «Year».

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 1/20/2021 - 2/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	71842	01/26/2021	CAD-Printz Custom Decals	101.43.5200.443.60016	120.00
AFSCME COUNCIL 5	INV0108896	01/15/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	814.06
AFSCME COUNCIL 5	INV0108897	01/15/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	59.10
ARROW MOWER, INC.	68466	12/31/2020	Tools & Equipment	101.43.5200.443.60040	143.38
ASPEN MILLS	262861	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	173.25
ASPEN MILLS	262870	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	165.40
ASPEN MILLS	262984	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	112.85
ASPEN MILLS	263213	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	209.45
ASPEN MILLS	263242	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	803.95
ASPEN MILLS	263562	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	169.40
ASPEN MILLS	263615	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	173.40
ASPEN MILLS	263697	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	192.98
ASPEN MILLS	264481	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	169.40
ASPEN MILLS	266163	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	93.70
ASPEN MILLS	266235	12/31/2020	Clothing & Uniforms	101.42.4200.423.60065	191.13
AXON ENTERPRISES, INC.	SI-1709418	01/26/2021	BWC & CEW Bundles, License Payments	101.42.4000.421.70501	51,240.00
AXON ENTERPRISES, INC.	SI-1709422	01/26/2021	Fleet 2 Unlimited Package, Wi-Fi Offload License	101.42.4000.421.70501	19,822.00
BJORKLUND COMPENSATION CONSULTING	00004213	02/02/2021	Classification review of City Clerk	101.41.1100.413.30700	145.00
BW FRAMING	01/19/2021	01/26/2021	Plaques	101.42.4000.421.50030	275.00
DAKOTA CTY FINANCIAL SVCS	00039926	12/31/2020	3rd QTR 2020 Utilities Share	101.42.4000.421.40042	731.72
EDEN K9 CONSULTING & TRAINING CORP.	2151	01/26/2021	KATS Platinum 1 - 4 dogs	101.42.4000.421.60013	174.00
EFTPS	INV0108923	01/15/2021	FEDERAL WITHHOLDING	101.203.2030200	54,800.17
EFTPS	INV0108925	01/15/2021	MEDICARE WITHHOLDING	101.203.2030500	14,976.54
EFTPS	INV0108926	01/15/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	39,306.94
EFTPS	INV0108929	01/15/2021	MEDICARE WITHHOLDING	101.203.2030500	222.44
EFTPS	INV0108930	01/15/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	951.08
EFTPS	INV0108933	01/19/2021	FEDERAL WITHHOLDING	101.203.2030200	76.57
EFTPS	INV0108935	01/19/2021	MEDICARE WITHHOLDING	101.203.2030500	38.30
EFTPS	INV0108936	01/19/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	163.76
EFTPS	INV0109049	01/20/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	518.78
EFTPS	CM0003055	01/21/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	(59.02)
EFTPS	INV0109062	01/21/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	3.17
EFTPS	INV0109103	01/21/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	235.55
EFTPS	CM0003056	01/22/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	(59.02)
EFTPS	INV0109057	01/22/2021	FEDERAL WITHHOLDING	101.203.2030200	1,233.13
EFTPS	INV0109059	01/22/2021	MEDICARE WITHHOLDING	101.203.2030500	505.60
EFTPS	INV0109060	01/22/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,962.72
ENTERPRISE FM TRUST	FBN4119169	01/26/2021	Monthly Lease Charges	101.42.4000.421.40070	6,084.20
EXCEL AV GROUP	142673	12/31/2020	Fire Station Mobile Command Unit	101.42.4200.423.60065	13,281.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0108904	01/15/2021	HSA ELECTION-FAMILY	101.203.2032500	3,401.43
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0108905	01/15/2021	HSA ELECTION-SINGLE	101.203.2032500	4,962.14
GERTENS	502925/1	02/02/2021	Pruning Equipment	101.43.5200.443.60040	113.37
HEALTHEAST MEDICAL TRANSPORTATION	01/25/2021	12/31/2020	Bonfil, Alexis Blood Alcohol Draw	101.42.4000.421.30700	88.40
HEALTHEAST MEDICAL TRANSPORTATION	01/01/2021	01/26/2021	Moore-Brooks, Zy'Air Blood Alcohol Draw	101.42.4000.421.30700	88.40
HEALTHEAST MEDICAL TRANSPORTATION	01/03/2021	01/26/2021	Mercado, Jeronimo Blood Alcohol Draw	101.42.4000.421.30700	88.40
HOISINGTON KOEGLER GROUP INC.	020-013-7	12/31/2020	IGH Park System Plan Assistance	101.44.6000.451.30700	1,176.25
HOLMES DESIGN, INC.	5281	12/31/2020	Design & Coordination of Marketing Collateral Nov.	101.41.1300.413.30700	2,032.50
HOLMES DESIGN, INC.	5284	12/31/2020	Design & Coordination of Marketing Collateral Dec.	101.41.1300.413.30700	1,041.25
ICMA RETIREMENT TRUST - 457	INV0108894	01/15/2021	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0108895	01/15/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0108906	01/15/2021	ICMA-AGE <49	101.203.2031400	3,790.00
ICMA RETIREMENT TRUST - 457	INV0108907	01/15/2021	ICMA-AGE <49 %	101.203.2031400	8,974.40
ICMA RETIREMENT TRUST - 457	INV0108908	01/15/2021	ICMA-AGE 50+	101.203.2031400	8,226.31
ICMA RETIREMENT TRUST - 457	INV0108909	01/15/2021	ICMA-AGE 50+ %	101.203.2031400	1,000.02
ICMA RETIREMENT TRUST - 457	INV0108910	01/15/2021	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	93.98
ICMA RETIREMENT TRUST - 457	INV0108919	01/15/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,022.28
ICMA RETIREMENT TRUST - 457	INV0108920	01/15/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	719.00
ICMA RETIREMENT TRUST - 457	INV0108921	01/15/2021	ROTH-AGE <49 %	101.203.2032400	217.63
ICMA RETIREMENT TRUST - 457	INV0108928	01/15/2021	ICMA-AGE 50+	101.203.2031400	7,083.32
ICMA RETIREMENT TRUST - 457	INV0109050	01/22/2021	ICMA-AGE <49 %	101.203.2031400	327.52
ICMA RETIREMENT TRUST - 457	INV0109051	01/22/2021	ICMA-AGE 50+ %	101.203.2031400	78.97
ICMA RETIREMENT TRUST - 457	INV0109056	01/22/2021	ROTH-AGE <49 %	101.203.2032400	13.46
ING DIRECT	INV0108927	01/15/2021	MSRS-HCSP	101.203.2032200	26,514.55
IUOE	INV0108911	01/15/2021	UNION DUES IUOE	101.203.2031000	1,231.18
JOHN KONSTANDINON	904	12/31/2020	Custom Hydrant Wrenches	101.43.5200.443.60040	680.00
KIESLER POLICE SUPPLY, INC	IN155364	01/26/2021	Training Supplies	101.42.4000.421.60018	1,840.35
LEAGUE OF MN CITIES	334035	01/26/2021	Patrol Subscription	101.42.4000.421.50070	3,600.00
LEAGUE OF MN CITIES	335146	01/26/2021	For: Rosemary Piekarski Krech	101.41.1000.413.50080	95.00
LELS	INV0108912	01/15/2021	UNION DUES (LELS)	101.203.2031000	2,102.50
LELS SERGEANTS	INV0108922	01/15/2021	UNION DUES (LELS SGT)	101.203.2031000	381.00
M & J SERVICES, LLC	2309B	12/31/2020	Reissue of check #233602	101.43.5200.443.40046	2,655.00
M & J SERVICES, LLC	2312B	12/31/2020	Reissue of check#233602	101.43.5200.443.40046	2,745.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MACQUEEN EMERGENCY GROUP	16726	01/26/2021	Calibration Cylinder, 34L	101.42.4200.423.40042	474.48
MACQUEEN EMERGENCY GROUP	16761	02/02/2021	Calibration Cylinders	101.42.4200.423.40042	902.22
MADISON NATIONAL LIFE INSURANCE COMF	1423880	01/26/2021	January 2021	101.203.2031700	3,014.18
MADISON NATIONAL LIFE INSURANCE COMF	1423880	01/26/2021	January 2021	101.42.4000.421.20630	(161.21)
METROPOLITAN COUNCIL	01/22/2021	12/31/2020	December 2020	101.41.0000.3414000	(124.25)
MINNESOTA SECURITY CONSORTIUM	1043	01/26/2021	IGH PD BODY WORN CAMERA AUDIT	101.42.4000.421.30700	2,000.00
MN DEPT OF REVENUE	12/31/2020CR	12/31/2020	Taxes	101.207.2070300	(0.36)
MN DEPT OF REVENUE	INV0108924	01/15/2021	STATE WITHHOLDING	101.203.2030300	23,474.57
MN DEPT OF REVENUE	INV0108934	01/19/2021	STATE WITHHOLDING	101.203.2030300	41.58
MN DEPT OF REVENUE	INV0109058	01/22/2021	STATE WITHHOLDING	101.203.2030300	683.05
MN DEPT OF TRANSPORTATION	02/02/2020	02/02/2021	Temporary Traffic Control Field Manual	101.43.5200.443.60016	45.00
MSFCA	01/26/2021	01/26/2021	2021 Membership Renewal	101.42.4200.423.50070	110.00
MSFCA	Eric Bergum 2021	02/02/2021	Eric Bergum 2021 Membership renewal/	101.42.4200.423.50070	60.00
MSFCA	Jeff Schadegg 2021	02/02/2021	Jeff Schadegg 2021 Membership Renewal	101.42.4200.423.50070	60.00
MUNICIPAL LEGISLATIVE COMMISSION	2021-9	01/26/2021	2021 MLC Membership Dues	101.41.1000.413.50070	8,830.25
NORTHLAND BUSINESS SYSTEMS	IN101257	01/26/2021	Contract #CN2951-03	101.42.4000.421.30700	241.68
OCCUPATIONAL HEALTH CENTERS OF MINN	103243030	12/31/2020	2nd shot of 3 shot series	101.41.1100.413.30700	121.50
OCCUPATIONAL HEALTH CENTERS OF MINN	103299952	01/26/2021	Pre-Employment Screening	101.41.1100.413.30700	141.00
OCCUPATIONAL HEALTH CENTERS OF MINN	103303317	01/26/2021	Pre-Employment Screenings	101.41.1100.413.30700	198.50
OFFICE OF MN. IT SERVICES	DV20120439	12/31/2020	December 2020	101.47.1400.413.40035	291.40
PERA	INV0108913	01/15/2021	PERA COORDINATED PLAN	101.203.2030600	39,793.92
PERA	INV0108914	01/15/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,061.08
PERA	INV0108915	01/15/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0108916	01/15/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0108917	01/15/2021	PERA POLICE & FIRE PLAN	101.203.2030600	23,315.34
PERA	INV0108918	01/15/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	34,973.03
PERA	INV0108931	01/19/2021	PERA COORDINATED PLAN	101.203.2030600	171.70
PERA	INV0108932	01/19/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	13.21
PERA	INV0109052	01/22/2021	PERA COORDINATED PLAN	101.203.2030600	2,057.70
PERA	INV0109053	01/22/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	158.27
PERA	INV0109054	01/22/2021	PERA POLICE & FIRE PLAN	101.203.2030600	189.42
PERA	INV0109055	01/22/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	284.14
PRECISE MRM	200-1029258	02/02/2021	Pooled Data	101.43.5200.443.30700	53.52
RENEE DUBS ELLENA	20-4975	12/31/2020	New Branding Materials	101.41.1300.413.30700	6,390.00
RENEE DUBS ELLENA	20-4989	12/31/2020	Print Management	101.41.1100.413.50030	400.00
SHRED-IT	8181267802	02/02/2021	Documents for shredding	101.42.4000.421.30700	143.65
SOLAR SHIELD, INC.	50190	02/02/2021	Tint 20 panes	101.42.4000.421.40044	1,620.00
SOUTH ST PAUL ANIMAL HOSPITAL	December 2020	12/31/2020	December 2020	101.42.4000.421.50070	938.52
TACONIC MAINTENANCE	13104	02/02/2021	Ice B Gone Magic	101.43.5200.443.60016	2,475.00
TDS METROCOM	10/13/20	12/31/2020	Reissue of lost check #233315	101.47.1400.413.50020	175.20
TIMOTHY BROOKS	30663	01/26/2021	Gloves	101.42.4200.423.60065	760.52
TOTAL CONSTRUCTION & EQUIP.	20789B	12/31/2020	Fix receptacles on Cahill ave light poles	101.44.6000.451.40047	600.00
TRI-STATE BOBCAT INC.	R31348	01/26/2021	Bobcat Plow & Avant Loader Rentals	101.43.5200.443.40050	833.80
TWIN CITY MARINA	20598	12/31/2020	2004 Edgewater Sentinel: Inspect Boat	101.42.4200.423.40042	909.57
TWIN CITY MARINA	20633	12/31/2020	2004 Edgewater Sentinel	101.42.4200.423.30700	3,516.79
UNIFIRST CORPORATION	0900600565	01/26/2021	Clothes / Uniforms	101.43.5200.443.60045	63.89
UNIFIRST CORPORATION	0900600565	01/26/2021	Clothes / Uniforms	101.44.6000.451.60045	29.31
VERIFIED CREDENTIALS, INC.	314669	02/02/2021	January BackGround Screening	101.41.1100.413.30700	23.75
VERIFIED CREDENTIALS, INC.	314675	02/02/2021	Background Screenings	101.41.1100.413.30700	82.75
WI SCTF (WI SUPPORT COLLECTIONS TRUS	INV0108903	01/15/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
ZOOM VIDEO COMMUNICATIONS, INC.	INV65374579	02/02/2021	Standard Pro Monthly	101.42.4000.421.60018	11.99
Fund: 101 - GENERAL FUND					462,931.25
MINNESOTA TOURISM CONNECTION	30	01/26/2021	2021 Annual Membership Dues	201.44.1600.465.50070	600.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10901	01/26/2021	January 2021 Service Contract	201.44.1600.465.30700	6,127.16
Fund: 201 - C.V.B. FUND					6,727.16
MN DEPT OF REVENUE	12/31/2020	12/31/2020	Taxes	204.207.2070300	173.21
Fund: 204 - RECREATION FUND					173.21
COMMERCIAL INFRASTRUCTURE CABLING,	110010	12/31/2020	West Ice Arena Camera Installation	205.44.6200.453.80300	469.00
MCMILLEN, JEAN	01/25/2021	01/26/2021	Canceled by customer due to Covid	205.207.2070300	40.61
MCMILLEN, JEAN	01/25/2021	01/26/2021	Canceled by customer due to Covid	205.44.0000.3492700	570.00
WOLFF, SARAH	01/08/2021	12/31/2020	Covid Closure	205.44.0000.3493501	59.00
WORSECH, ANNIE	01/08/2021	12/31/2020	Covid Closure	205.44.0000.3493501	130.00
YINTI, RUDRA	01/08/2021	12/31/2020	Covid Closure	205.44.0000.3493501	65.00
ZAUN, MARISSA	01/08/2021	12/31/2020	Covid Closure	205.44.0000.3493501	130.00
ZILGE, TERESA	01/08/2021	12/31/2020	Covid Closure	205.44.0000.3493501	59.00
Fund: 205 - COMMUNITY CENTER					1,522.61
EHLERS AND ASSOCIATES, INC.	60589	12/31/2020	2014 Bond Payment	363.57.9000.570.90100	44,893.75
EHLERS AND ASSOCIATES, INC.	60589	12/31/2020	2014 Bond Payment	363.57.9000.570.90200	360,000.00
Fund: 363 - G.O. SEWER REFUND 2014B					404,893.75
EHLERS AND ASSOCIATES, INC.	60590	12/31/2020	2015A Bond Payment	365.57.9000.570.90100	86,175.00
EHLERS AND ASSOCIATES, INC.	60590	12/31/2020	2015A Bond Payment	365.57.9000.570.90200	495,000.00
Fund: 365 - G.O. IMPR BONDS 2015A					581,175.00
EHLERS AND ASSOCIATES, INC.	60591	12/31/2020	2015B Bond Payment	366.57.9000.570.90100	56,750.00
EHLERS AND ASSOCIATES, INC.	60591	12/31/2020	2015B Bond Payment	366.57.9000.570.90200	250,000.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					306,750.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	60592	12/31/2020	2016A Bond Payment	367.57.9000.570.90100	113,218.75
EHLERS AND ASSOCIATES, INC.	60592	12/31/2020	2016A Bond Payment	367.57.9000.570.90200	380,000.00
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					493,218.75
EHLERS AND ASSOCIATES, INC.	60593	12/31/2020	2017A Bond Payment	368.57.9000.570.90200	76,012.50
EHLERS AND ASSOCIATES, INC.	60593	12/31/2020	2017A Bond Payment	368.57.9000.570.90200	270,000.00
Fund: 368 - G.O. SEWER REVENUE REFUND 2017A					346,012.50
EHLERS AND ASSOCIATES, INC.	60594	12/31/2020	2017B Bond Payment	369.57.9000.570.90100	44,068.76
EHLERS AND ASSOCIATES, INC.	60594	12/31/2020	2017B Bond Payment	369.57.9000.570.90200	245,000.00
Fund: 369 - G.O. IMPR BONDS 2017B					289,068.76
EHLERS AND ASSOCIATES, INC.	60595	12/31/2020	2018A Bond Payments	392.57.9000.570.90100	181,292.50
EHLERS AND ASSOCIATES, INC.	60595	12/31/2020	2018A Bond Payments	392.57.9000.570.90200	340,000.00
Fund: 392 - G.O. CAP IMPR BONDS 2018A					521,292.50
EHLERS AND ASSOCIATES, INC.	60596	12/31/2020	2019A Bond Payment	393.57.9000.570.90100	42,850.00
EHLERS AND ASSOCIATES, INC.	60596	12/31/2020	2019A Bond Payment	393.57.9000.570.90200	100,000.00
Fund: 393 - G.O. CAP IMPR BONDS 2019A					142,850.00
HOISINGTON KOEGLER GROUP INC.	020-057-1	12/31/2020	Peltier Park Design	402.44.6000.451.30700	2,515.60
Fund: 402 - PARK ACQ. & DEV. FUND					2,515.60
METROPOLITAN COUNCIL	01/22/2021	12/31/2020	December 2020	404.217.2170000	12,425.00
Fund: 404 - SEWER CONNECTION FUND					12,425.00
DAKOTA CTY FINANCIAL SVCS	00039920	12/31/2020	Nov 2020	437.44.5900.737.30700	(6,341.25)
Fund: 437 - 2017 IMPROVEMENT FUND					(6,341.25)
EAGAN, CITY OF	12/2020	12/31/2020	4th Qtr Eagan Water & Sewer	441.74.5900.741.40030	5,047.81
GERTENS	82767/6	02/02/2021	9" x 25' Straw Wattle & Delivery	441.74.5900.741.40066	254.75
M & J SERVICES, LLC	2301	12/31/2020	Removed & Repaired Culvert Through Driveway	441.74.5900.741.40066	1,435.00
M & J SERVICES, LLC	2307B	12/31/2020	Reissue of check #233602	441.74.5900.741.40066	750.00
PRAIRIE MOON NURSEY INC.	2036505100	12/31/2020	Repair & Maintenance - Storm Water	441.74.5900.741.40066	1,018.75
Fund: 441 - STORM WATER MANAGEMENT					8,506.31
ROBERT M. DALSIN	01/019/2021	01/26/2021	Easement Payment	446.74.5900.746.80100	257,414.86
WSB & ASSOCIATES, INC.	0-001702-270-20	01/26/2021	65th Street Improvement Feasability TH3 to Babcock	446.74.5900.746.30300	1,376.00
Fund: 446 - NW AREA					258,790.86
DAKOTA CTY FINANCIAL SVCS	00039920	12/31/2020	Nov 2020	451.45.3000.419.60065	39,998.75
GREEN LIGHTS RECYCLING INC	20-8638	01/26/2021	Recyling	451.45.3000.419.40025	190.01
GREEN LIGHTS RECYCLING INC	21-1009	01/26/2021	Recycling	451.45.3000.419.40025	464.98
JR'S APPLIANCE DISPOSAL	103162	01/26/2021	Drop Off Misc. Electronics by the Pound	451.45.3000.419.40025	295.20
WEST ST. PAUL, CITY OF	2020-00000326	12/31/2020	4th QTR Volunteer Coordinator Expense	451.75.5900.751.10100	3,533.86
Fund: 451 - HOST COMMUNITY FUND					44,482.80
DICK'S SANITATION SERVICE, INC.	DT0003640963	12/31/2020	November Pumpkins Collection	470.43.5500.446.40025	450.00
Fund: 470 - 2020 IMPROVEMENT FUND					450.00
ALL ABOUT EROSION CONTROL	01/26/2021	02/02/2021	Refund Hydrant Permit #2012	501.207.2070300	(46.20)
ALL ABOUT EROSION CONTROL	01/26/2021	02/02/2021	Refund Hydrant Permit #2012	501.50.0000.3813000	(648.40)
AUTOMATIC SYSTEMS CO.	35628S	01/26/2021	Order & Replace Timer Relays	501.50.7100.512.30700	355.60
CORE & MAIN LP	N456519	01/26/2021	Supplies	501.50.7100.512.40043	1,437.33
CORE & MAIN LP	N490803	01/26/2021	Meter	501.50.7100.512.40043	319.30
CORE & MAIN LP	N549270	01/26/2021	Supplies	501.50.7100.512.40043	9,022.27
CORE & MAIN LP	N502639	01/26/2021	Meter	501.50.7100.512.40043	319.30
EAGAN, CITY OF	12/2020	12/31/2020	4th Qtr Eagan Water & Sewer	501.50.7100.512.40005	35,337.12
EXPERT TREE AND SERVICE AND SCIENCE	5079	01/26/2021	Remove and Dispose of Cottonwoods	501.50.7100.512.60016	3,975.00
FIRST SUPPLY LLC	3082161-00	01/26/2021	Parts	501.50.7100.512.40040	62.56
LONE OAK COMPANIES	86460	12/31/2020	Printing and Mailing	501.50.7100.512.30700	553.25
LONE OAK COMPANIES	86460	12/31/2020	Printing and Mailing	501.50.7100.512.50035	(6.25)
MADISON NATIONAL LIFE INSURANCE COMF	1423880	01/26/2021	January 2021	501.50.7100.512.20630	(46.05)
MN DEPT OF REVENUE	12/31/2020	12/31/2020	Taxes	501.207.2070300	162.01
SHERWIN-WILLIAMS	5851-1	01/12/2021	Credit	501.50.7100.512.60016	(220.00)
SHERWIN-WILLIAMS	5852-9	01/26/2021	Paint Supplies	501.50.7100.512.60016	1,031.19
SHERWIN-WILLIAMS	5943-6	01/26/2021	Paint	501.50.7100.512.60016	225.00
STANTEC CONSULTING SERVICES INC.	1742547	01/26/2021	Professional Services - IGH General	501.50.7100.512.30300	1,223.50
TEAM LABORATORY CHEMICAL, LLC	INV0024029	01/26/2021	Supplies	501.50.7100.512.60016	4,704.00
TODD DOUGLAS EDINGER - RMR SERVICES	2021007	12/31/2020	December 2020 Monthly Meter Reading	501.50.7100.512.30700	1,503.48
TODD DOUGLAS EDINGER - RMR SERVICES	2021013	12/31/2020	September Monthly Meter Reading	501.50.7100.512.30700	1,558.56
TODD DOUGLAS EDINGER - RMR SERVICES	2021014	01/26/2021	January Monthly Meter Reading	501.50.7100.512.30700	1,831.92
TWIN TOWN DEMOLITION LLC	3865	01/26/2021	900 Feet of Grind	501.50.7100.512.40040	1,800.00
Fund: 501 - WATER UTILITY FUND					64,454.49
EAGAN, CITY OF	12/2020	12/31/2020	4th Qtr Eagan Water & Sewer	502.51.7200.514.40015	49,705.40
LONE OAK COMPANIES	86460	12/31/2020	Printing and Mailing	502.51.7200.514.30700	553.25
LONE OAK COMPANIES	86460	12/31/2020	Printing and Mailing	502.51.7200.514.50035	(6.25)
MADISON NATIONAL LIFE INSURANCE COMF	1423880	01/26/2021	January 2021	502.51.7200.514.20630	(12.77)
SUITE LIVING SENIOR CARE OF INVER GRO\	100060	12/31/2020	Xcel Energy Lift Station Gas Bill -Oct, Nov, Dec20	502.51.7200.514.40010	114.09
SUITE LIVING SENIOR CARE OF INVER GRO\	100061	01/26/2021	Xcel Energy Lift Station Gas Bill	502.51.7200.514.40010	10.15
Fund: 502 - SEWER UTILITY FUND					50,363.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	12/31/2020	12/31/2020	Taxes	602.00.2100.415.40048	5.14
TOTAL CONSTRUCTION & EQUIP.	21264	12/31/2020	Replace & patch sheet rock - move sink	602.00.2100.415.40048	1,170.22
Fund: 602 - RISK MANAGEMENT					1,175.36
ABM EQUIPMENT & SUPPLY	0166068-IN	02/02/2021	Springer & Damper	603.00.5300.444.40041	245.15
ARROW MOWER, INC.	66597	12/31/2020	Brush Knife	603.00.5300.444.40041	44.34
FACTORY MOTOR PARTS COMPANY	1-Z24302	02/02/2021	Motor Parts	603.00.5300.444.40041	141.86
FACTORY MOTOR PARTS COMPANY	1-Z24303	02/02/2021	Motor Parts	603.00.5300.444.40041	151.51
FORCE AMERICA, INC.	001-1504461	01/26/2021	H Series Gerotor Motor	603.140.1450050	503.26
FORCE AMERICA, INC.	001-1508573	02/02/2021	H Series Gerotor Motor	603.140.1450050	269.61
GRAINGER	9785212433	02/02/2021	Glasses	603.00.5300.444.60012	82.28
HOSE / CONVEYORS INC	00090663	02/02/2021	Ball Valve	603.00.5300.444.40041	113.61
KREMER SERVICES LLC	72190	02/02/2021	Parts & Labor	603.00.5300.444.40041	1,186.76
MACQUEEN EMERGENCY GROUP	P04643	02/02/2021	Handle Cross Bar	603.00.5300.444.40041	164.04
MACQUEEN EMERGENCY GROUP	W03243	02/02/2021	Parts & Labor	603.00.5300.444.40041	741.33
MANSFIELD OIL COMPANY	22076064	12/31/2020	Fuel	603.140.1450060	5,827.17
MANSFIELD OIL COMPANY	22171981	02/02/2021	Fuel	603.140.1450050	10,769.80
MANSFIELD OIL COMPANY	22179041	02/02/2021	Fuel	603.140.1450060	9,057.89
MID CITY SERVICES, INC.	145456	01/26/2021	Dust mats	603.00.5300.444.40065	71.00
MID CITY SERVICES, INC.	147007	02/02/2021	Dust Mats	603.00.5300.444.40065	71.00
MOTOROLA SOLUTIONS, INC.	1400461	01/26/2021	Communications equipment	603.00.5300.444.80700	18,399.10
NATURE CALLS, INC.	27003	12/31/2020	Portable Restrooms 11/29 - 12/28/2020	603.00.5300.444.40040	120.00
NESCO, LLC.	C002759	02/02/2021	Control Box	603.00.5300.444.40041	527.71
NORTHERN SAFETY TECHNOLOGY INC	51747	01/26/2021	Vehicle Parts / Supplies	603.00.5300.444.80700	10,801.27
NUSS TRUCK AND EQUIPMENT	4026133	01/26/2021	Belts and Belt Tensioners	603.00.5300.444.40041	1,372.76
O' REILLY AUTO PARTS	1767-122453	01/26/2021	Mini Bulb	603.00.5300.444.60012	2.21
O' REILLY AUTO PARTS	1767-122819	01/26/2021	HYD Fitting & Mega Crimps	603.00.5300.444.60012	3.99
O' REILLY AUTO PARTS	1767-122819	01/26/2021	HYD Fitting & Mega Crimps	603.140.1450050	127.42
O' REILLY AUTO PARTS	1767-122842	01/26/2021	Gauge	603.00.5300.444.40041	50.43
O' REILLY AUTO PARTS	1767-122885A	01/26/2021	Oil Filter	603.140.1450050	12.24
O' REILLY AUTO PARTS	1767-123106	02/02/2021	SnowBroom	603.00.5300.444.40041	79.96
O' REILLY AUTO PARTS	1767-123481	01/26/2021	Thermostat & Gaskets	603.00.5300.444.40041	26.48
O' REILLY AUTO PARTS	1767-123487	01/26/2021	Wire Loom	603.00.5300.444.60012	29.82
O' REILLY AUTO PARTS	1767-123661	01/26/2021	HYD Fitting	603.00.5300.444.40041	47.23
O' REILLY AUTO PARTS	1767-123720	01/26/2021	Oil Filter	603.140.1450050	46.92
O' REILLY AUTO PARTS	1767-123839	01/26/2021	Disc Pad Set	603.00.5300.444.40041	86.11
O' REILLY AUTO PARTS	1767-123866	01/26/2021	Tester	603.00.5300.444.60012	15.50
O' REILLY AUTO PARTS	1767-124043	02/02/2021	Capsule & HL Harness	603.00.5300.444.40041	24.49
O' REILLY AUTO PARTS	1767-124044	02/02/2021	Capsule	603.00.5300.444.40041	11.95
O' REILLY AUTO PARTS	1767-124047	02/02/2021	Capsule	603.00.5300.444.40041	8.52
O' REILLY AUTO PARTS	1767-124060	01/26/2021	MegaCrimp	603.140.1450050	33.24
O' REILLY AUTO PARTS	1767-124096	01/26/2021	Oil & HYD Filters	603.140.1450050	58.01
O' REILLY AUTO PARTS	1767-124232	02/02/2021	Capsules	603.00.5300.444.40041	(23.90)
O' REILLY AUTO PARTS	1767-124852	02/02/2021	Parts	603.00.5300.444.60012	23.94
O' REILLY AUTO PARTS	1767-124880	02/02/2021	12V SoleNoid	603.00.5300.444.40041	70.66
O' REILLY AUTO PARTS	1767-124888	02/02/2021	MegaCrimps	603.00.5300.444.40041	31.55
O' REILLY AUTO PARTS	1767-125012	02/02/2021	8mm Wrench	603.00.5300.444.60040	20.17
O' REILLY AUTO PARTS	1767-125033	02/02/2021	Oil Filter	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-125246	02/02/2021	HYD Hose & Fittings, MegaCrimp	603.140.1450050	330.03
O' REILLY AUTO PARTS	1767-125802	02/02/2021	Socket	603.00.5300.444.40041	53.46
O' REILLY AUTO PARTS	1767-125805	02/02/2021	Wiper Blade	603.00.5300.444.40041	17.90
O' REILLY AUTO PARTS	1767-126003	02/02/2021	Solder	603.00.5300.444.60012	11.98
POMP'S TIRE SERVICE, INC.	980076152	02/02/2021	Tire Services	603.00.5300.444.60014	488.64
POMP'S TIRE SERVICE, INC.	980076282	02/02/2021	Tire Services	603.00.5300.444.60014	914.00
POMP'S TIRE SERVICE, INC.	980076853	02/02/2021	Tire Services	603.140.1450050	1,112.00
TOTAL CONSTRUCTION & EQUIP.	20997	01/26/2021	Replace Ballast in Fixture for Men's Room	603.00.5300.444.40040	136.12
TRI-STATE BOBCAT INC.	P48950	01/26/2021	Air Filters	603.00.5300.444.40041	143.87
TRI-STATE BOBCAT INC.	P49754	02/02/2021	88" Cut Edge	603.00.5300.444.40041	309.27
UNIFIRST CORPORATION	0900600565	01/26/2021	Clothes / Uniforms	603.00.5300.444.40065	158.17
UNIFIRST CORPORATION	0900600565	01/26/2021	Clothes / Uniforms	603.00.5300.444.60045	47.43
WORLD FUEL SERVICES	211450237452-41801	02/02/2021	Fuel	603.00.5300.444.40041	138.10
Fund: 603 - CENTRAL EQUIPMENT					65,356.76
LVC COMPANIES, INC.	51034	02/02/2021	Fire Alarm & Spirnkler Inspections-PD	605.00.7500.460.50055	855.00
LVC COMPANIES, INC.	51036	02/02/2021	Fire Alarm & Spirnkler Inspections-Fire Station	605.00.7500.460.50055	662.50
LVC COMPANIES, INC.	51126	02/02/2021	Fire Alarm & Spirnkler Inspections-VMCC	605.00.7500.460.50055	685.00
LVC COMPANIES, INC.	51127	02/02/2021	Fire Alarm & Spirnkler Inspections-Rich Valley	605.00.7500.460.50055	825.00
LVC COMPANIES, INC.	51128	02/02/2021	Fire Alarm & Spirnkler Inspections-Public Works	605.00.7500.460.50055	925.00
LVC COMPANIES, INC.	51187	02/02/2021	Fire Alarm & Spirnkler Inspections-Fire Station2	605.00.7500.460.50055	590.00
LVC COMPANIES, INC.	51189	02/02/2021	Fire Alarm & Spirnkler Inspections-Golf Course	605.00.7500.460.50055	685.00
LVC COMPANIES, INC.	51191	02/02/2021	Fire Alarm & Spirnkler Inspections-Water Plant	605.00.7500.460.50055	645.00
LVC COMPANIES, INC.	51192	02/02/2021	Fire Alarm & Spirnkler Inspections-Fire Station3	605.00.7500.460.50055	265.00
Fund: 605 - CITY FACILITIES					6,137.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ALL ABOUT EROSION CONTROL	01/26/2021	02/02/2021	Refund Hydrant Permit #2012	702.229.2294300	1,500.00
EMMONS & OLIVIER RESOURCES	00095-0067-6	12/31/2020	NWA Regional Model Updates - 2020	702.229.2282100	534.25
EMMONS & OLIVIER RESOURCES	00095-0067-6	12/31/2020	NWA Regional Model Updates - 2020	702.229.2292502	534.25
GULLICKSON, ERIC	01/14/2021	12/31/2020	Escrow Release	702.229.2292703	1,500.00
GULLICKSON, ERIC	01/14/2021	12/31/2020	Escrow Release	702.229.2292803	5,000.00
NORTHERN SERVICE CENTER	01/16/2021	01/26/2021	Albert Grant Bail	702.229.2291000	500.00
NORTHERN SERVICE CENTER	01/16/2021	01/26/2021	Marques Garcia Bail	702.229.2291000	100.00
Fund: 702 - ESCROW FUND					9,668.50
Grand Total					4,074,601.29

**Request for Council Action**

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: February 8, 2021	None	X
Item Type: Consent	Amount included in current budget	
Contact: Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by: Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by: Heather Rand Community Development Director	New FTE requested - N/A	
	Other	

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE**PURPOSE/ACTION REQUESTED**

The City Council is to consider approval of three (3) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

7452 BOLTON WAY: BORIS MAKHLIN
6930 CROSBY AVENUE: JACOB MILDON
7008 RIVER ROAD: CASSIE VERCH

The above applications have been found to be complete. The applications include the necessary fee payment and the BCA background check. The Inver Grove Heights Police Chief/Designee has also reviewed the license applications.

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.

**Request for Council Action****Personnel Actions**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Seasonal/Temporary Employment:

Jeremiah Bruder, Temporary Building Inspector

Nicole Icenogle, Fitness Instructor

Voluntary Resignations, Retirements and/or Terminations:

Bobbie Oliphant, Fitness Instructor

Karl Luhr, Paid On-call Firefighter (Retirement)

**Request for Council Action****TITLE:** Approve Federal Grant Policy

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Department Heads	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Approve Federal Grant Policy

SUMMARY:

While preparing for the city's single audit, Finance discovered the lack of a federal grant policy. Municipalities are required to have such a policy in place when accepting federal grants. Although the city has accepted federal grants in the past without the policy, the auditors recommended we adopt one prior to this year's audit due to our recent acceptance of federal CARES dollars.

The auditors provided us with a sample policy for our use. That template has been modified for ease of read but nothing substantial in nature has been changed. The policy has been reviewed and affirmed by Department Heads.

The basic premise of the policy is to affirm that in addition to following each federal grant's requirements, the city will follow all applicable federal laws, state laws, city ordinances and city policies in regards to the acceptance and handling of federal grants. These processes have been followed in practice by staff just without adoption of a formal policy.

FEDERAL GRANT POLICY & PROCEDURES

This policy is to document federal grant procedures and form a policy according to OMB Federal requirements. These procedures will be decentralized which means each department will oversee and document the requirements and fulfillment for federal grant requirements. This policy also provides a framework that can be used for handling more complex state grants.

Under federal guidelines the city will need to have what is called a single audit when earning more than \$750,000 in federal monies (grants). These guidelines further define major grants as those single awards of \$750,000 or more. When a program reaches this size, it is more likely to be audited however all federal grants may be audited when audit guidelines require.

In most cases, federal dollars are funneled through the state so just because it comes from a state department does not mean it is a state grant. Staff will need to review each grant document and determine whether it is a state or federal grant and if unclear, reach out to their state grant representative. At this same time, obtain the Catalog of Federal Domestic Assistance (CFDA) number from the agency if it is not in the grant document. This is a five-digit number in this format: 12.345 (two numbers which denote the administering federal department and then three numbers which is the grant number within the federal department). According to regulations, the city will also need the federal award ID and year, name of federal awarding agency, and pass-through entity's name (if applicable). All these items need to be recorded.

GENERAL GRANT GUIDANCE/PROCESS

1. Find a project or purchase that fits a federal grant criteria.
2. The responsible department will contact the appropriate state or federal department to start the process and inquire about the requirements of the grant.
3. Start a file during this process and label everything well so there is no difficulty finding the documents needed when being audited. Make sure it is well laid out.
4. The responsible department will need to request approval of the grant application from the governing body (Council, EDA). The request should contain ALL important information concerning the grant INCLUDING any additional requirements that the grant may have such as continued reporting for years to come, inability to sell an asset after used for certain amount of time, required future upkeep of an asset at local entities expense, or other important information as deemed appropriate.
5. Responsible department should document all requirements and follow grant procedures.
6. Once you have all the documents needed to apply for the grant, make application.
7. Notify the finance department when you apply for or receive a federal grant.
8. Obtain all necessary grant documents and requirements once the grant is approved.
9. Follow grant guidelines and progress through to project completion.
10. File all grant reports on a timely basis. Ensure all requirements are well documented.

FEDERAL GRANT POLICY & PROCEDURES

FINANCIAL MANAGEMENT & ACCOUNTING RECORDS

- Departments must identify the following information when receiving a federal award:
 - CFDA number and title,
 - Federal award ID and year,
 - Name of federal awarding agency,
 - Pass-through entity's name (if applicable)
- The financial system must identify all federal awards by the CFDA number and title so when there is a request to cash receipt to the general ledger system, the department will need to provide the Finance Department with the CFDA number and title.
- Major Federal Grants - Major federal grants will be defined as grants greater than \$100,000 in expenditure or revenues and require multiple receipt and expenditure entries to the financial system. Each major federal grant program will be set up with a project accounting code coordinated through the Finance Department which will allow for proper identification and tracking.
- Minor Federal Grants – A minor federal grant would be defined as grants less than \$100,000 and have very few receipt and expenditure entries.
- Follow all city procedures related to expenditures.
- Each department must know the requirements of the grant they are receiving and ensure that the allowability of costs are well documented including allowability of costs in accordance with Subpart E Cost Principles if applicable on the grant.
- For departments to receive advance payments, they must have written procedures in place to minimize the time between receipt of funds and subsequent disbursement of those funds.
- Payments to subrecipients are not required to be maintained in a separate depository account but should be accounted for by receipt, obligation, and expenditure of federal awards. Expenditure descriptions should be thorough, and appropriate documentation kept. Each department should contact the finance department for assistance when coordinating any grant programs that require payments to subrecipients.

PROCUREMENT

- The city must comply with federal, state, and local laws and regulations.
 - Follow state guidelines regarding bidding and contracting.
 - Follow internal controls in relation to purchasing, bidding, and contracting, purchase orders, and accounts payable.
- Contract only with responsible contractors that can meet requirements, terms and conditions.
- Conflicts of interest for procurement:
 - Follow applicable city policies regarding code of conduct and outside employment.
 - Avoid purchasing unnecessary or duplicative items under the grant contract.
 - Maintain sufficient detailed records to provide an audit trail for the procurement.

FEDERAL GRANT POLICY & PROCEDURES

- Procurement Method – under federal guidelines there are different sizes of purchases and requirements that they follow. In addition to following these federal guidelines, staff will need to follow all state statutes and city policies related to purchasing, contracting, and bidding. Staff are also encouraged to purchase from small and minority businesses, women's business enterprises, and labor surplus firms when possible (see Appendix A).

Micro Purchases – purchases of service/supplies not to exceed \$10,000.

- Distribute as equitably as possible among qualified suppliers.
- Policy is that you should get more than one price quote if possible but is not required if the price is reasonable.

Small Purchases – purchases of service/supplies less than \$250,000.

- State statutes require competitive quotes above \$10,000 and sealed competitive bids after \$175,000 except possibly for emergencies.
- Stay in contact with the federal or state agency you are coordinating this grant with to ensure compliance.

Sealed Bid Procurement with Formal Advertisement – for items exceeding \$250,000 (or those > \$175,000 for the city).

- Follow city guidelines in relation to contracting and bidding which are the same as MN State statute (> \$175,000).
- Stay in contact with the federal or state agency you are coordinating this grant with to ensure compliance.

Sealed Bid Procurement without Formal Advertisement – for items exceeding \$250,000 (or those > \$175,000 for the city). ***This would be a rarity.***

- Follow city guidelines in relation to contracting and bidding which are the same as MN State statute (> \$175,000).
- Stay in contact with the federal or state agency you are coordinating this grant with to ensure compliance.
- Complete cost/price analysis – method used and level of analysis depends on facts surrounding the procurement action;
- Recipient must make independent estimates before receiving bids or proposals.

Non-Competitive Proposals or Bids – used under minimal of circumstances:

- Item or service is available from only one source;
- Public emergency exists;
- Awarding agency or pass-through entity expressly authorizes non-competitive proposals in response to a written request from the city;
- Competition is inadequate after a solicitation is issued.

The City must ensure that contracts are not awarded to contractors that are debarred or suspended. This can be done by verifying the contractor does not show up in the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

FEDERAL GRANT POLICY & PROCEDURES

INTERNAL CONTROLS

Uniform guidance requires our organization to have effective controls in place to manage federal awards and show compliance with federal statutes, regulations, and terms and conditions of the award. The earlier section titled “General Grant Guidance/Process” and following our internal policies will fulfill these requirements.

Uniform guidance requires that there be reasonable procedures in place to protect Personally Identifiable Information (PII) as sensitive by federal agency or pass-through entity. The City of Inver Grove Heights has approved a Data Practices Manual that outlines different types of data and what must be followed regarding dissemination of data. The city will ensure PPI is kept in a locked filing cabinet or computer system that is only accessible to people authorized to have that access.

CONFLICT OF INTEREST

City officials need to make themselves aware of other interests that employees may have or own. All potential conflicts of interest must be disclosed in writing to the federal awarding agency. Federal award recipients must disclose, in a timely manner, all violations of federal criminal law in writing that involve fraud, bribery or gratuities that affect a federal award. Failure to report may lead to a forfeiture of a portion or all of the federal award.

PERSONNEL COMPENSATION DOCUMENTATION

Management must communicate with employees how to record their time when it is for a federal grant or possible federal grant. Employees will follow current personnel policies. Documentation must be maintained for all employees whose salaries are paid in full or in part by a federal award and used in meeting cost sharing or matching requirements on federal awards.

TRAVEL

Travel costs must clearly and directly benefit the project to which they are being charged. Costs must be reasonable, allowed under federal standards, and consistent with city policy.

ALLOWABLE COSTS

Uniform guidance provides a listing of certain items of cost that require prior written approval. This should be covered in the grant document.

REPORT CERTIFICATION

When the grant is approved by the governing body, designate the city representative that will be administering and signing off on grant documents, including report certifications.

FEDERAL GRANT POLICY & PROCEDURES

PERFORMANCE REPORTING

Uniform guidance requires federal agencies to include performance goals or measures in awards and recipients are to report against those goals or measures. The city representative should read and understand the grant's performance reporting requirements.

FINANCIAL REPORTING

Follow the frequency of reporting as identified in the grant documents. Use OMB approved government wide data collection instrument (currently SF-425 Federal Financial Report). If more guidance is needed, please check with the federal agency or pass-through entity.

DOCUMENTATION

All grant-related documents should be saved as part of the grant file. Document examples:

- Travel – airline tickets, authorized travel request, hotel receipts, conference registration, mileage records, etc.
- Procurement – Purchase requests, quotes from suppliers, written agreement/contract to purchase or an order, receipt of goods or completion of services, invoice, etc.
- Personnel Compensations – timesheets, calendars with worked hours, approved or authorized schedules.
- Performance Reports – activities completed, associated costs, log of attendees/those served, publications or written material, etc.
- Financial Reports – receipts, invoices, payroll schedules, activity reports from financial system.

FEDERAL GRANT POLICY & PROCEDURES

APPENDIX A

Guidelines for purchasing from small and minority businesses, women's business enterprises, and labor surplus firms.

Steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on a solicitation list;
2. Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in these five items above.

**Request for Council Action****TITLE:** DAKOTA COUNTY (SMART CENTER)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following Resolution for the property located at 9260 Courthouse Boulevard:

- a) A Resolution relating to a Variance to allow a monument sign setback 50 feet from the centerline of Courthouse Boulevard.
- Requires a 3/5th's vote.
 - 60-day deadline: March 3, 2021 (first 60 days)

SUMMARY:

Dakota County is proposing to construct a monument sign for the SMART building that would be located in the right-of-way of Courthouse Boulevard. The existing right-of-way width is 160 feet from the old Hwy 55.

ANALYSIS

A sign located at the required setbacks would not be visible from the road. Engineering has reviewed future roadway needs including any street expansion with trails and determined a sign located 50 feet from right-of-way centerline or 38 feet from the road surface would not interfere with any future road projects. An encroachment agreement would be entered into between the city and county to allow the sign within the right-of-way.

RECOMMENDATION:

Planning Staff: Recommends approval of the Variance.

Planning Commission: The Commission supported the request with little discussion and therefore also recommends approval of the Variance.

Attachments: Variance Resolution
Planning Report

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

RESOLUTION NO. 21-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A MONUMENT SIGN SETBACK 50
FEET FROM THE CENTERLINE OF COURTHOUSE BOULEVARD**

CASE NO. 20-56V
(Dakota County)

Property located at 9260 Courthouse Boulevard and legally described as:

SEE EXHIBIT A

WHEREAS, the afore described property is zoned P, Institutional;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 2, 2021 in accordance with City Code Section City Code 10-3-3 C;

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

- The extra wide right-of-way makes the situation unique and a sign meeting setbacks would not be visible.
- There are a large number of trees within the right-of-way that also limit visibility.
- The topography of the site is such that a sign located at the allowed setback would be lower than the driveway grade making visibility difficult.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a monument sign setback 50 feet from the centerline of Courthouse Boulevard subject to the following conditions:

1. The sign placement shall be consistent with the drawings provided in the project narrative dated January 12, 2021.
2. Prior to issuance of any sign permits, an encroachment agreement shall be entered into between the city and county to allow the sign within the public right-of-way.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of February, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

PARCEL B

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28 A and there said line terminates.



PLANNING REPORT

CASE NO: 20-56V

APPLICANT: Dakota County

PROPERTY OWNER: Dakota County

REQUEST: Variance from front yard setback for free standing sign

HEARING DATE: February 2, 2021

LOCATION: Corner of Concord Blvd and Courthouse Boulevard Court

COMPREHENSIVE PLAN: P, Public/Institutional

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a setback variance to allow a monument sign to be 50 feet from centerline of Courthouse Boulevard, or 38 feet from edge of pavement. The sign is for the Dakota County SMART building that is currently under construction. The segment of Courthouse in front of the site is right-of-way for the old alignment of Hwy 55. The right-of-way is 160 feet wide which far exceeds any typical non-highway right-of-way in the city. This segment of roadway is classified as a collector road which would have a typical right-of-way of 80 feet.

The proposed location would put the sign within the street right-of-way and off the actual property. Staff contacted the city attorney to determine if a variance could be applied for and if so what other unique conditions would be needed. The city attorney stated that yes, a variance can be processed and if approved, an encroachment agreement would be required to address a private improvement within a public right-of-way.

The requested distance from the roadway comes from discussions with the Engineering department on their future needs for any road and trail improvements. Engineering notes assuming a 38' state aid road with 6' boulevard and 10' trail, that would be 35' from centerline plus 2' clear zone for trail = 37'. Add 10' for setback and you get 47' from centerline. The proposed setback of 50 feet from road centerline would provide enough room for future improvements to the road.

EVALUATION OF THE REQUEST

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

North: City fire station; zoned P; guided Institutional

East: Hwy 55/52

West: Large lot residential; zoned A; guided RDR

South: Concord Blvd, highway right-of-way

VARIANCE

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

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The proposed sign location is still setback far enough from the street surface so there is no traffic hazard and the placement provides for future improvements to the road.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The required 10 foot setback from an 80 foot half right-of-way would make a sign virtually useless because it would be so far back from the road, drivers would not be able to see it. There is a significant amount of tree growth in the right-of-way compounding the visibility.

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

The right-of-way for Courthouse along this stretch is 160 feet wide. Typical right-of-way width for a collector road would be 80 feet. This is the only location along Courthouse Blvd where 160 feet exist. This appears to be a unique circumstance to allow for a reduced setback for the monument sign. There are other physical constraints on the site that limit location such as the topography as site rises from the street and the wetlands near the driveway which limit placement.

4. *The variance will not alter the essential character of the locality.*

The sign location would not appear to alter the character of the neighborhood. The sign would not negatively impact the lots on the opposite side of the road and with the fire station to the north, the uses along the north or easterly side of the road are now

public/institutional in nature and a small monument sign would not create a negative impact.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

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

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

- Approval of the **Variance** to allow a monument sign setback 50 feet from the centerline of Courthouse Boulevard subject to the following condition:
 1. The sign placement shall be consistent with the drawings provided in the project narrative dated January 12, 2021.
 2. Prior to issuance of any sign permits, an encroachment agreement shall be entered into between the city and county to allow the sign within the public right-of-way.

- 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

The sign location meets any criteria Engineering has for any future improvements for the road surface. Planning has provided some rationale for approval of the variance.

Attachments: Location Map
Applicant Narrative

Location Map

Case No. 20-56V





SIGNAGE VARIANCE

Dakota County SMART Center

January 12, 2021

Dakota County SMART Center
9260 Courthouse Blvd.
Inver Grove Heights, MN 55077

COLLABORATIVE **DesignGroup, Inc.**

125 Main Street SE
Suite 240
Minneapolis, Minnesota 55414

Table of Contents

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C303 SWPPP Proposed Conditions	
C400 Grading and Drainage Plan	
A010 Architectural Site Plan & Signage Details	

Planning Application Form

City of Inver Grove

Signage Variance

The following information is provided per the City of Inver Grove Variance Instructions. Attached to this document are the Planning Application Form with associated fee, the names, and address(s) of property owners near the site, a written narrative, the legal description of the property and reference drawings.

This document has been prepared by Collaborative Design Group for Dakota County, Owner of the property.

Abutting Properties Information

Residential

Mark and Stephanie Engen
9255 Courthouse Blvd
Inver Grove Heights, MN 55077

2.67 Acres

Property is across Courthouse Blvd. to the northwest.

Residential

Anthony and Mary Kadrlik
9361 Buckley Ct.
Inver Grove Heights, MN 55077

3.11 Acres

Property is across Courthouse Blvd. to southwest.

Commercial / Governmental

City of Inver Grove Heights
9200 Courthouse Blvd.
Inver Grove Heights, MN 55077

Property abuts on the northwest property line.

Narrative

Dakota County owns the property at 9260 Courthouse Blvd in the City of Inver Grove Heights. The County is constructing a training / office building on this property. The building, known as the Dakota County SMART Center, is currently under construction, with a completion date of July 2021.

The Owner seeks a variance to the signage requirements specified in the Zoning Code. In particular, the variance is to allow the monument sign to be located closer to Courthouse Blvd.

The following are descriptions of and response to City Code Section 10-3-4D which delineates and summarizes the items upon which the City Council may approve variances.

Applicable Zoning Code

Under Inver Grove Zoning, 10-15E-8: Sign in B, I and P Districts, this building being zoned P, the following is specified:

- I. In all B, I and P zoning districts, freestanding signs shall be placed at a minimum setback of ten feet (10') from any property line. Signs exceeding one hundred (100) square feet of individual sign surface (per side) shall be set back a minimum of twenty feet (20') from any property line.

Under this zoning requirement the monument sign would be located approximately 77'-8" from the Courthouse Blvd.

Variance Requested

The Owner is requesting a variance to the above noted code, 10-15E-8. Specifically, the requested variance would allow for a monument sign between Courthouse Blvd. and the property line. The specific location would be 40' from centerline of ROW plus 10' setback = +/- 38' from edge of bituminous off of Courthouse Blvd. to the leading face of the sign. See drawings attached for specific location. Additionally, the Owner would remove trees in the ROW so that the sign is visible from 38'-0" in both approach directions.

Basis of Variance Request

A practical difficulty exists, as distinguished from a mere inconvenience, because of the particular physical surrounds, shape or topographic conditions of the property.

Description of Condition:

This site, at 9260 Courthouse Blvd., has several physical features that create difficulties in placing a monument sign: two wetlands bordering the entry drive, topographic elevation change of eight feet, and highly wooded frontage area.

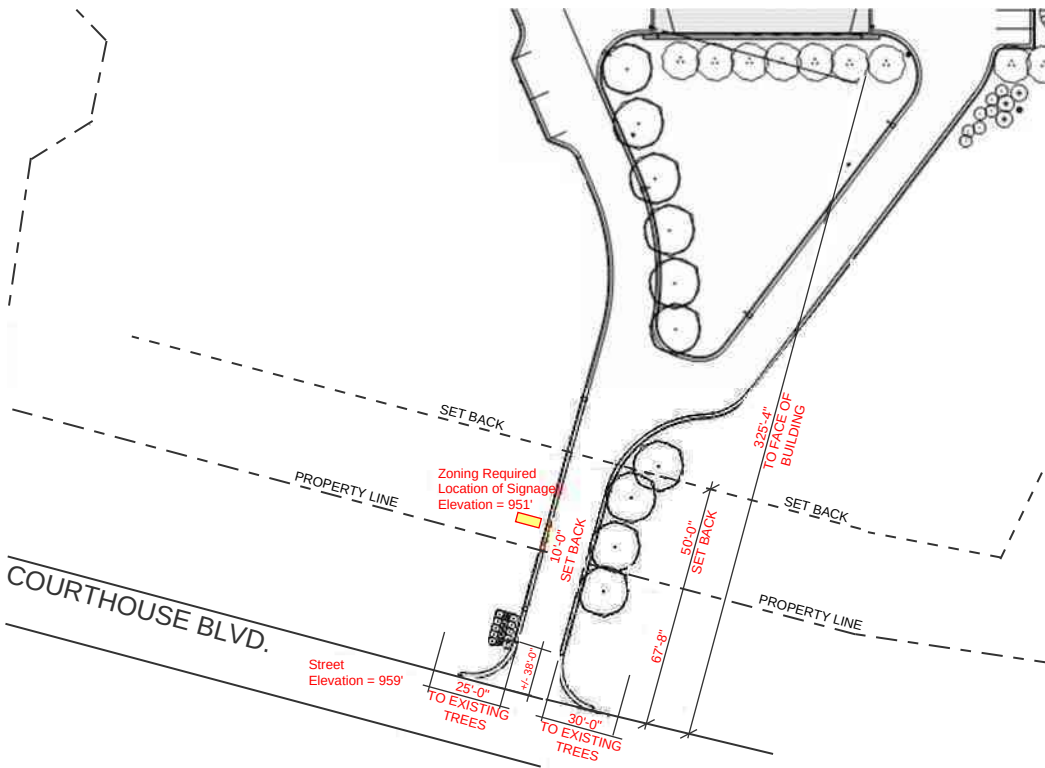


Image 1:

Enlarged Architectural Site Plan. General dimensions and information regarding the site. See attached drawings for overall site plan and civil drawings showing site conditions.

There are **two wetland areas**, one on each side of the entry drive. Building in these areas is not permitted. With the wetland building restrictions, there is only a narrow strip of land on each side of the entry drive where the monument signage can be placed. See Image 2.

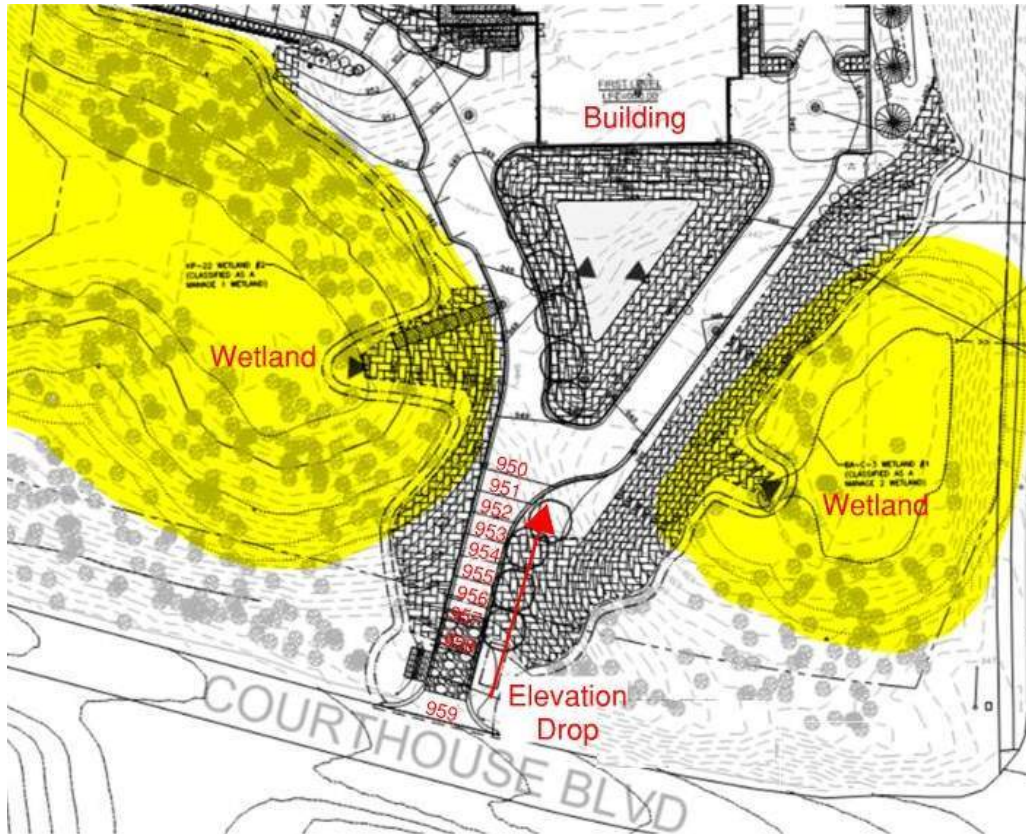


Image 2:

Location of the entrance drive was constrained by two wetlands. The drive needed to squeeze between the two wetland areas in order to place the building on the usable portion of the site.

The **topography of the site**, in relationship to Courthouse Blvd. varies greatly. Courthouse Blvd. has an elevation of 959', the lowest usable elevation on the site is 948' and the highest usable elevation is 965'. The entry drive undulates from Courthouse Blvd. to the building.

If the monument sign were placed in accordance with the zoning code, its elevation would be approximately 951'. At this elevation, the monument sign would be eight feet (8') below the 959' elevation at Courthouse Blvd. See Image 3.

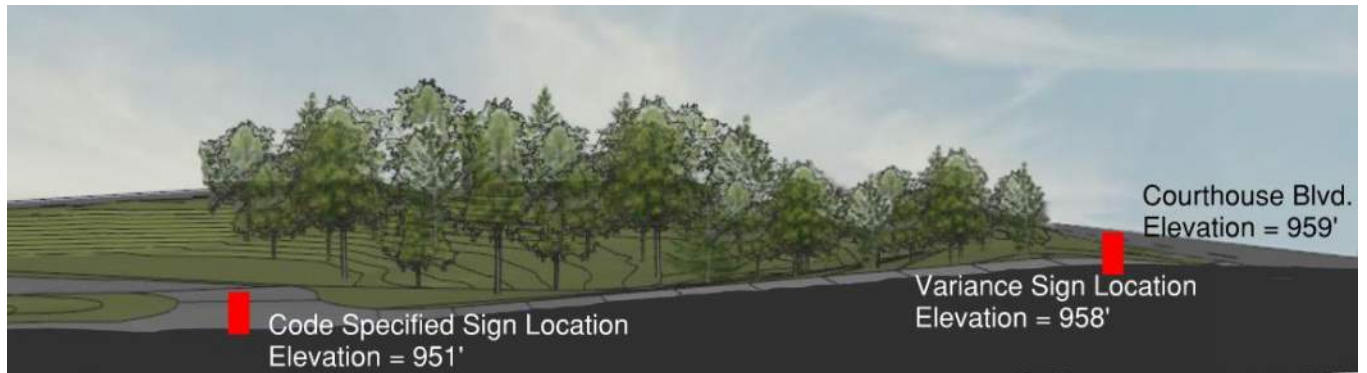


Image 3:

As the entry drive leads from Courthouse Blvd. to the building, the drive lane drops in elevation by eight feet (8') making it nearly impossible to see a sign that is located as specified by code.

This is a **highly wooded site**. The zoning code and SWPP dictate the number of trees that can be removed from the site. That along with the wetland restrictions has limited tree clearing to just along the entry drive. See Image 4.

The view down the entry drive to the monument sign, in its code specified location is limited by the trees that were required to remain. At the site entry on Courthouse there is approximately 20'-35' on each side of the entry drive that is free of trees. On approach to the site entry, the view of the monument sign in its code specified location is obscured until the driver is almost directly in front of the entry. See Images 5, 6 and 7.

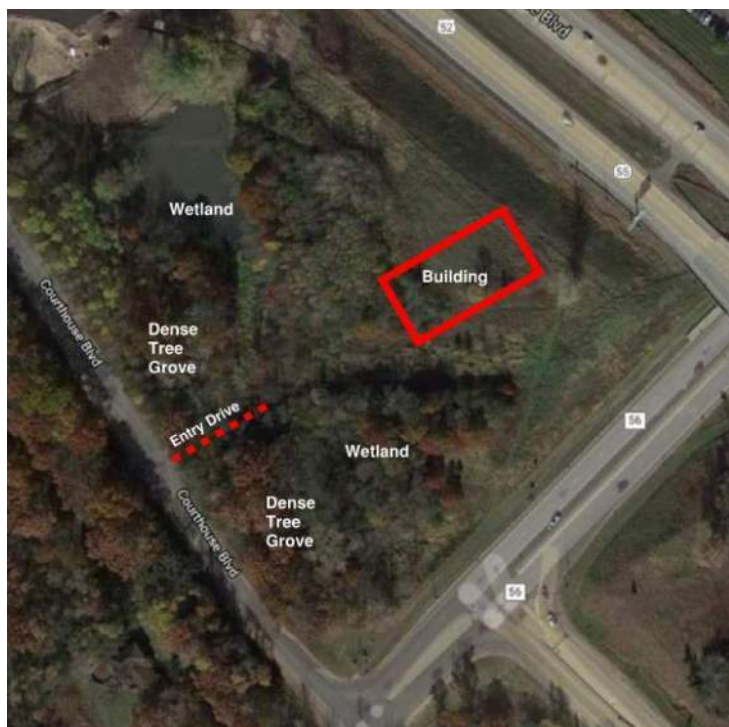


Image 4:

Aerial view of pre-construction site conditions. Dense tree groves line both sides of the entry drive. A minimal number of trees were able to be removed due to wetland and soil conservation regulations. The remaining trees block the view of the sign at the code specified location.



Image 5:

This image simulates the vehicular approach from the west approximately 60' from the entrance drive. Foliage and trees block the drive after the first 25'. A monument sign placed 38' inside the right-of-way would be visible.

See Viewing Triangle, Image 7.



Image 6:

This image simulates the vehicular approach from the east approximately 60' from entrance drive. Foliage and trees block view down the entrance drive toward the building. A monument sign placed 38' inside of the right-of-way would be seen, but signage placed per zoning specifications would not.

See Viewing Triangle, Image 7.

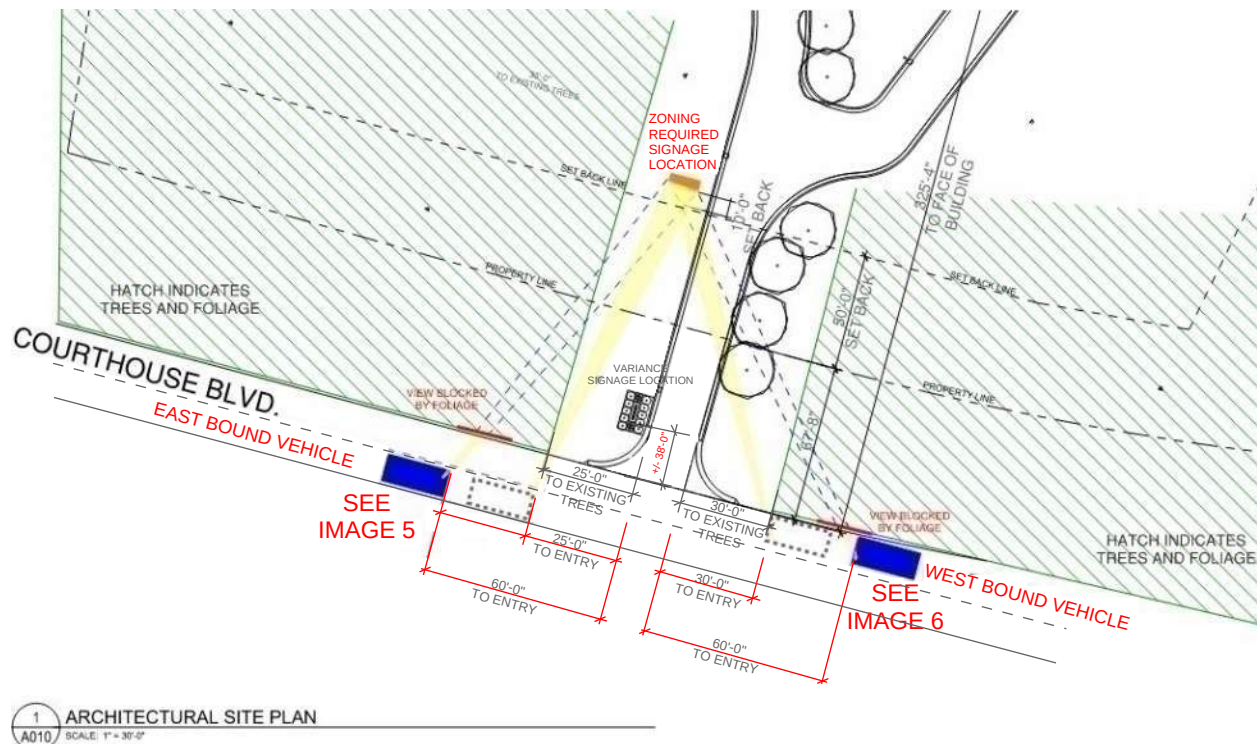


Image 7:

The driver response time is shortened when the sign is placed in the code specified location. From east or west on Courthouse Blvd. a car would need to be within 25' of the entrance to have the possibility to see the sign. Moving the sign to within 38' of Courthouse Blvd. more than doubles the driver's response time. See Images 5 and 6 for vehicle location as experienced on site.

Response to "Practical Difficulties"

The zoning specified location of the monument sign poses a safety hazard. The elevation of the sign, the location of the sign as dictated by the wetlands and the highly wooded areas to the east and west of the entry drive give drivers minimal warning to the approaching entry. This blind approach to the entry or exit from the site have the potential to cause vehicular accidents.

A typical collector road would have an 80' ROW. Courthouse Blvd., because it was originally a State Highway, has a 160' ROW. Courthouse Blvd. is no longer designated as a Highway, it is now a collector road.

Moving the monument sign to 38'-0" off Courthouse Blvd. gives entering and exiting vehicles another 30'-40' to prepare to turn or to react to actions of other motorists.

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

Placement of the building and entry onto the site was limited by zoning requirements and physical site conditions that were inherent to the site. This includes right-of-way, wetland zoning and building setbacks.

Response to "Plight of the Landowner"

The circumstances that have given rise to the request for this variance are due to the site conditions that are inherent to the site and not created by the siting of the building or other factors in the Landowner's control.

The variance will not alter the essential character of the neighborhood.

The monument sign is 5'-4" tall and 6'-6" long. The variance places it off of Courthouse Blvd. by 38'.

Response to "Altering the Character of the Neighborhood"

It is an understated masonry and concrete form which is dwarfed by the adjacent trees. There is additional landscaping at and near the monument sign that insure it is sympathetic to the landscape of the site and neighborhood. It will have little or no effect on the character of the neighborhood.

Economic considerations alone do not constitute practical difficulties.

The zoning specified location of the monument sign is closer to the building than the proposed location.

Response to "Economic Considerations"

By moving the monument sign away from the building and closer to Courthouse Blvd, the length of electrical conduit and cabling more than double. The preferred monument sign location will not save the Landowner money, it will more than double his cost for this work.

The variance does not affect the supply of light and air to the adjacent properties.

Response to "Affecting Light and Air"

The monument sign is 5'-4" tall and 6'-6" long. The nearest adjacent property is more than 250' away from the sign. It does not affect the light or air quality on site or of the adjacent property.

Summary:

A practical difficulty exists, as distinguished from a mere inconvenience, because of the particular physical surrounds, shape, or topographic conditions of the property.

Dakota County, Owner, is seeking a variance to the zoning code, in particular the requirements regarding signage. The Owner believes that 'practical difficulties exist.... because of the particular physical...conditions of the property' and that these conditions are out of the Owner's control.

The zoning specification for signage on this property is 10'-0" back from the property line. That location places the signage 77'-8" from Courthouse Blvd, the access road for the property.

Three physical features of this site either create a safety hazard and/or limit visibility of the monument sign in the zoning specified location. These problematic physical features of the site are:

- Two large wetlands which take up a third of the total area of the site
- Topographic elevation varies more than ten feet across the site
- The site is densely wooded

These three conditions and zoning/code requirements meant that the building and its associated entry drive were limited in their site placement. This in turn limited the location of signage.

Placement of the sign is pushed next to the entry drive by the no-build area associated with the wetlands. Thus leaving approximately 10'-0" on each side of the entry road in which the sign can be placed.

At the zoning specified area, sitting next to the entry drive as required by the wetland zoning, there is a significant drop in elevation from the access road to the sign. The sign at this location would be approximately 8'-0" below the elevation of the access road, a location drivers will not expect. This location is a safety hazard for drivers attempting to find the site. Drivers may become distracted looking for signage causing them to lose focus on the road or causing them to make split second decisions.

Adding to the difficulty in elevation of the sign, is the fact that the site is densely wooded. Zoning and SWPPP requirements meant that a limited number of trees could be removed from the site. The clearing of trees was focused on the entry drive and 20'-0" on each side of it. With this narrow band cleared, views toward the building and the zoning specified sign location are limited or non-existent. Approaching on Courthouse Blvd. from either the east or west the entry drive is visible from approximately 65', while the zoning specified signage location is only

visible when the driver is within approximately 20' of the drive. This is a safety hazard causing drivers to make last minute decisions and/or distracting them from focusing on driving.

The location of the monument sign between Courthouse Blvd and the property line will alleviate most if not all the safety hazards associated with the zoning specified sign location. Drivers will have an additional 40', approximately 65' total, to see the sign and react accordingly.

In accordance with the zoning code, this variance is not of the owner's making, but completely based on the physical features of the site. These conditions existed prior to the Owner's possession of this parcel.

Care is also taken to ensure that the signage does not alter the character of the neighborhood. The size and materials for this sign do not change with this variance. It is an understated, modest sign that is flanked by landscaping that is in keeping with the nature of the existing and new landscaping. The signs location at the entry drive will be readable, but in harmony with existing features. Additionally, with its diminutive stature, and integration into the landscape, the sign does alter the existing light or air of the area.

This change in sign location does allow the Owner to provide a clear entrance onto the site. However, this change does not provide the Owner with any financial gain. Electrical service for the sign comes from the building. At the zoning specified location the sign is closer to the building. By not running electrical connections out to within 38' of Courthouse Blvd. it would save the Owner a considerable amount. The Owner is willing to accept these additional cost in order to provide safer access to the site.

Courthouse Blvd. was constructed as a Highway, and as such had a ROW of 160'. This road is no longer designated as a Highway. Courthouse Blvd. is designated a collector road. As such, in compliance with the City ordinances, the ROW should be 80'. The collector road designation would allow for the sign to be 38' off of Courthouse Blvd.

For these reasons, the Dakota County is requesting a variance for the location of the monument sign to 38'-0" from Courthouse Blvd. This location is shown on the Permit set.



Request for Council Action

TITLE: Consider approval of settlement stipulation to conclude the Dalsin eminent domain acquisition for City Project Nos. 2017-24 and 2017-03 (Highway 3 and 65th Street West Improvements)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Peter Mikhail	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested –N/A	
		Other	x

PURPOSE/ ACTION REQUESTED:

Approve settlement stipulation to conclude the Dalsin eminent domain acquisition for City Project Nos. 2017-24 and 2017-03 (Highway 3 and 65th Street West Improvements).

SUMMARY:

No party appealed the award of the court-appointed condemnation commissioners. The City has paid the award with interest pursuant to Minnesota Statutes § 117.195. The settlement stipulation acknowledges the City's payment and resolves the Dalsin's outstanding claim for reimbursement of fees and expenses pursuant to Minnesota Statutes § 117.031.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Court File No. 19HA-CV-18-1122

Case Type: Condemnation

City of Inver Grove Heights,
a Minnesota municipal corporation,

STIPULATION OF SETTLEMENT

Petitioner,

(Parcel 1)

v.

Robert M. Dalsin, et al.,

Respondents.

THIS STIPULATION OF SETTLEMENT is made by and between Petitioner City of Inver Grove Heights (“City”) and Respondents Robert M. Dalsin and Barbara D. Dalsin (“Owners”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. The Court granted the City’s petition in the above-captioned eminent domain action to acquire certain real estate interests from the Owners’ property (“Takings”), described on **Exhibit A** attached and incorporated herein and designated as Parcel 1 in this action.
3. On July 18, 2018, the City deposited the sum of \$86,900.00 with the Dakota County District Court pursuant to Minn. Stat. § 117.042 (the “Deposit”).
4. On December 10, 2020, the court-appointed commissioners awarded the Owners damages of \$320,600.00 for the Takings (“Award”).
5. Pursuant to Minn. Stat. § 117.031, the Owners are entitled to reimbursement of their reasonable attorney fees, expenses, and costs incurred in this action.

6. The City and the Owners have reached a full and final settlement of all matters in dispute.

AGREEMENT

NOW THEREFORE, it is hereby stipulated and agreed between the City and the Owners as follows:

1. Settlement Consideration. The City shall pay the Owners the Award, together with reimbursement for reasonable attorney's fees, expenses, and costs ("Settlement Consideration") as follows:
 - a. The Deposit will be credited against the Award.
 - b. On January 29, 2021, the City paid the balance of the Award, \$233,700.00, together with interest accruing thereon at 4% per annum from July 18, 2018, through January 29, 2021, for a total of \$257,414.86. Owners acknowledge receipt of said payment.
 - c. The City will reimburse the Owners the sum of \$82,633.20 for reasonable attorney fees, expenses and costs ("Reimbursement").
2. Reimbursement Payment. The City will deliver to counsel for the Owners a check for the Reimbursement in the amount of \$82,633.20. The check will be made payable to "Robert M. Dalsin." The Owners will accept the check in full and final satisfaction of the City's obligation to pay the Reimbursement.
3. Deposit. The Owners will apply to the Court for disbursement of the Deposit. The City agrees that the Owners are solely entitled to the Deposit. The City will not oppose the Owners application for the Deposit.
4. Full and Final Compromise. The Owners and the City acknowledge that the terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute with respect to Parcel 1. In consideration of the Settlement Amount and

other terms and conditions of this Stipulation of Settlement, the Owner waives any and all claims it may have against the City in connection with this eminent domain action.

5. Filing and Recording. Upon payment of the Settlement Consideration, the City will file and record a Final Certificate with respect to Parcel 1 and will record a discharge of lis pendens.
6. Entire Agreement. The undersigned state and represent that each has fully read this Stipulation of Settlement and that each knows and understands the consequences and legal effect thereof.
7. Execution. The parties agree that this Stipulation of Settlement may be executed in separate counterparts which, taken together, shall be and comprise one agreement.
8. Authority. The persons signing this Stipulation of Settlement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[Remainder of page intentionally blank.]

Owners' Signature Page

Dated: 2/1/21


Robert M. Dalsin

Dated: 2-1-21


Barbara D. Dalsin

GRANNIS & HAUGE, P.A.

Dated: 2-1-21


David G. Keller (#0124734)
3459 Washington Drive, Suite 206
Eagan, MN 55122
651-456-9000
kellerd@grannishauge.com

*Attorney for Respondents
Robert M. Dalsin and Barbara D. Dalsin*

City's Signature Page

Dated: _____

Thomas Bartholomew, Mayor

Dated: _____

Rebecca Kiernan, City Clerk

LEVANDER, GILLEN & MILLER, P.A.

Dated: _____

Peter G. Mikhail (# 249907)
Timothy J. Kuntz (# 58993)
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(651) 451-1831
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tkuntz@levander.com
tdove@levander.com

*Attorneys for Petitioner
City of Inver Grove Heights*

EXHIBIT A

Parcel 1 (“Dalsin”)

<u>Interest</u>	<u>Name</u>	<u>Address and Telephone Number</u>
Fee Owner	Robert M. Dalsin and Barbara D. Dalsin, husband and wife	Robert Dalsin 6637 South Robert Trail Inver Grove Heights, MN 55077
		Barbara D. Dalsin 6637 South Robert Trail Inver Grove Heights, MN 55077
Mortgage	U.S. Bank National Association, a national banking association	U.S. Bank National Association Attn: Legal Department 800 Nicollet Mall, 21st Floor Minneapolis, MN 55402
Easement Interest	State of Minnesota	State of Minnesota Minnesota Attorney General 445 Minnesota Street, Suite 1400 St. Paul, MN 55101
Possible Unknown Real Property Interest Owners	All other parties unknown having any right, title or interest in the real property described below, together with the unknown heirs or devisees, if any, of the parties that may be deceased and including unknown spouses, if any, and all others claiming any interest in the property described below.	

Parcel 1 (“Dalsin”) - PID: 20-84500-01-010

LEGAL DESCRIPTION OF LANDOWNER’S PROPERTY

Lot 1, Block 1, Windwood Addition, Dakota County, Minnesota.

Abstract Property.

Parcel 1 (“Dalsin”)

LEGAL DESCRIPTION OF EASEMENT AREAS

Description of Permanent Public Street, Roadway, Highway, and/or Right-of-Way Easement

A permanent easement for public street, roadway, highway, and/or right-of-way purposes over, under, and across a portion of the Landowner’s Property, being described as the North 10.00 feet of Lot 1, Block 1, Windwood Addition, Dakota County, Minnesota.

Description of Permanent Retaining Wall, Drainage and Utility Easement

A 10.00 foot permanent easement for retaining wall, drainage and utility purposes over, under, and across a portion of the Landowner’s Property, being described as the South 10.00 feet of the North 20.00 feet of Lot 1, Block 1, Windwood Addition, Dakota County, Minnesota, excepting therefrom the West and East 10.00 feet of said Lot 1.

Description of Permanent Drainage, Utility, and Stormwater Ponding Easement

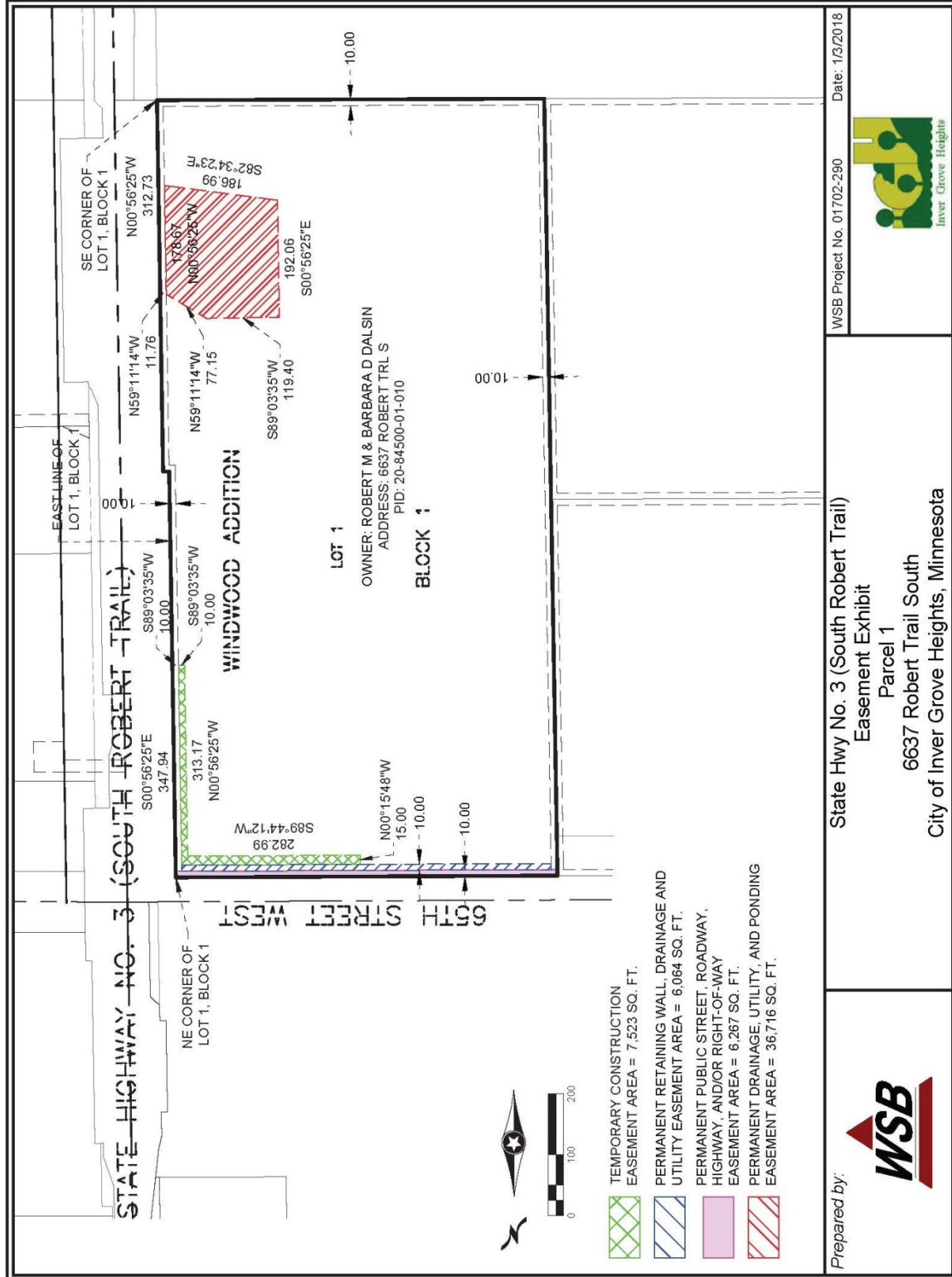
A permanent easement for drainage, utility, and stormwater ponding purposes over, under, and across a portion of the Landowner’s Property, described as follows: Commencing at the Southeast Corner of Lot 1, Block 1, Windwood Addition Dakota County, Minnesota; thence North 00 degrees 56 minutes 25 seconds West, assumed bearing, along the east line thereof, 312.73 feet; thence North 59 degrees 11 minutes 14 seconds West, 11.76 feet to the drainage and utility easement as shown on said Lot 1 and the point of beginning of the easement to be described; thence continue North 59 degrees 11 minutes 14 seconds West, 77.15 feet; thence South 89 degrees 03 minutes 35 seconds West, 119.40 feet; thence South 00 degrees 56 minutes 25 seconds East, 192.06 feet; thence South 82 degrees 34 minutes 23 seconds East, 186.99 feet to said drainage and utility easement; thence North 00 degrees 56 minutes 25 seconds West, along said drainage and utility easement, 178.67 feet to the point of beginning.

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under, and across a portion of the Landowner’s Property, lying southerly of a line parallel to and 20.00 feet south of the north line of Lot 1, Block 1 Windwood Addition, Dakota County, Minnesota, westerly of a line parallel to and 10.00 feet west of the west line of said Lot 1, and northerly and easterly of the following described line: Commencing at the Northeast Corner of said Lot 1; thence South 00 degrees 56 minutes 25 seconds East, assumed bearing along the east line thereof, 347.94 feet; thence South 89 degrees 03 minutes 35 seconds West, 10.00 feet to a line parallel with and 10.00 feet west of the east line of said Lot 1, and the point of beginning of said line to be described; thence continue South 89 degrees 03 minutes 35 seconds West, 10.00 feet; thence North 00 degrees 56 minutes 25 seconds West, 313.17 feet; thence South 89 degrees 44 minutes 12 seconds West, 282.99 feet; thence North 00 degrees 15 minutes 48 seconds West, 15.00 feet to a line parallel to and 20.00 feet south of the north line of said Lot 1 and there terminating.

Parcel 1 ("Dalsin")

DEPICTION OF EASEMENT AREAS



**Request for Council Action**

TITLE: Consider approval of Resolution No. _____, a resolution authorizing easement acquisition for City Project No. 2021-01 – NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-04), (CPN 2016-05), and 70th Street (CPN 2015-08)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Peter Mikhail	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested – N/A	
		Other	x

SUMMARY:

By Resolution No. 2020-21, the City Council has already received the feasibility report, ordered City Project No. 2021-01) ("Project"), and authorized easement acquisitions. The resolution on this agenda implements that resolution. The proposed resolution includes: (a) public purpose findings that the specific easements are reasonably necessary for the Project; and, (b) a procedure to determine the city's approved appraised values for the acquisitions, a determination that is necessary for the City to acquire the easements before Project construction begins.

PURPOSE/ACTION REQUESTED:

Approve Resolution No. 2021-____, Authorizing Easement For City Project No. 2021-01 – NWA Trunk Utility Improvements for Future Projects of Argenta Trail (CPN 2016-01), (CPN 2016-05), and 70th Street (CPN 2015-08).

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

**RESOLUTION AUTHORIZING EASEMENT ACQUISITION FOR
CITY PROJECT NO. 2021-01 – NWA TRUNK UTILITY IMPROVEMENTS
FOR FUTURE PROJECTS OF ARGENTA TRAIL (CPN 2016-04), (CPN 2016-05),
AND 70TH STREET (CPN 2015-08)**

RESOLUTION NO. 2021-__

WHEREAS, the City Council has deemed it necessary and feasible that the City of Inver Grove Heights (“City”) undertake City Project No. 2021-01 – NWA Trunk Utility Improvements (“Project”); and

WHEREAS, by Resolution No. 2020-21, the City Council received the feasibility report, ordered for the Project, and authorized easement acquisitions; and

WHEREAS, the City Council deems the Project necessary and expedient for the public health, safety, and welfare; and

WHEREAS, it is necessary to acquire certain easements to construct, operate, and maintain the Project; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, convenient, and in the interest of the general welfare that the City acquire for the Project the easements described in Exhibit A attached hereto (“Easements”); and

WHEREAS, the City Council finds that title to and possession of the Easements is required before the Project construction can begin and before the filing of the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser’s opinion of damages caused by the City’s acquisitions of the Easements.

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

1. The acquisition of the Easements is necessary and for a public purpose in furtherance of the Project;
2. The proper City officers and agents are authorized and directed to acquire the Easements needed for the Project by voluntary negotiation and, if necessary, through the exercise of the power of eminent domain;

3. The proper City officers and agents are authorized and directed to make offers of compensation for the Easements consistent with the independent appraisals, and to attempt to negotiate the voluntary acquisition of the Easements;
4. The City Attorney is authorized and directed to take all steps necessary on behalf of the City to acquire the Easements through eminent domain if they are not timely acquired by voluntary negotiation, including filing an action in eminent domain and using the quick take procedure under Minn. Stat. § 117.042;
5. That the City Engineer is authorized to approve the appraised values for the Easements if he determines that the independent appraisals adequately reflect the fair market value thereof for the purposes of Minn. Stat. § 117.042.

Adopted this ____ day of _____, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A

EASEMENTS TO BE ACQUIRED

(attached on the following pages)

Parcel 1:

PID No.: 20-28500-01-011; Abstract Property

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Southerly of a line described as follows:

Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267.06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminating.

Legal Description of the Acquisition:

**PERPETUAL DRAINAGE & UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

A 40.00 foot wide perpetual easement for drainage and utility purposes over, under and across that part of Lot 1, Block 1, GARVEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying northwesterly of DU 27, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 471, on file and of record in the Office of the County Recorder, said Dakota County. The centerline of said easement is described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 89 degrees 48 minutes 02 seconds West along the south line of said Southeast Quarter, a distance of 353.66 feet to the point of beginning of the centerline to be described; thence North 00 degrees 00 minutes 00 seconds East, a distance of 239.30 feet and said centerline there terminating.

AND

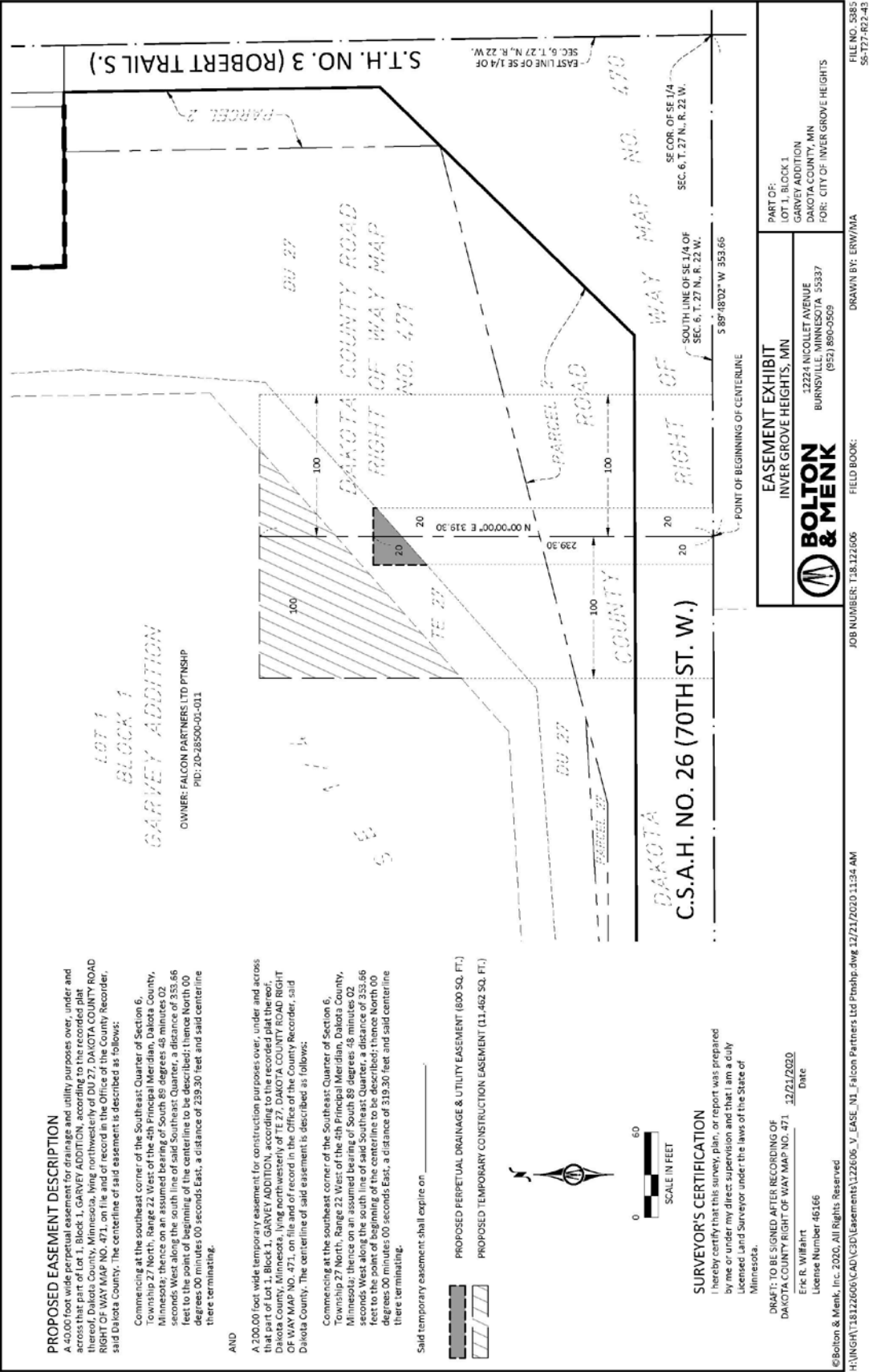
A 200.00 foot wide temporary easement for construction purposes over, under and across that part of Lot 1, Block 1, GARVEY ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying northwesterly of TE 27, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 471, on file and of record in the Office of the County Recorder, said Dakota County. The centerline of said easement is described as follows:

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 89 degrees 48 minutes 02 seconds West along the south

line of said Southeast Quarter, a distance of 353.66 feet to the point of beginning of the centerline to be described; thence North 00 degrees 00 minutes 00 seconds East, a distance of 319.30 feet and said centerline there terminating.

Said temporary easement shall expire on June 1, 2022.

Sketch:



Parcel 2:

PID No.: 20-00600-55-030; Abstract Property

Street Address: 6912 Argenta Trail, Inver Grove Heights, Minnesota 55077

Legal Description:

All that part of the East one half of the Southwest Quarter of Section 6, Township 27, Range 22, described as follows:

Beginning at a point on the North and South Quarter line of Section 6, Township 27, Range 22, which point is 380.3 feet North of the South line of said Section 6, thence West 135 feet to a point, thence South 30 feet to a point, thence West 143 feet, more or less, to the center line of Sunfish Road, thence Northwesterly along the center line of Sunfish Lake Road to a point that is 638.3 feet due North of the South line of said Section 6; thence East to the North and South Quarter line of said Section 6, thence South 258 feet to the place of beginning, according to the Government Survey thereof, Dakota County, Minnesota.

Legal Description of the Acquisition:

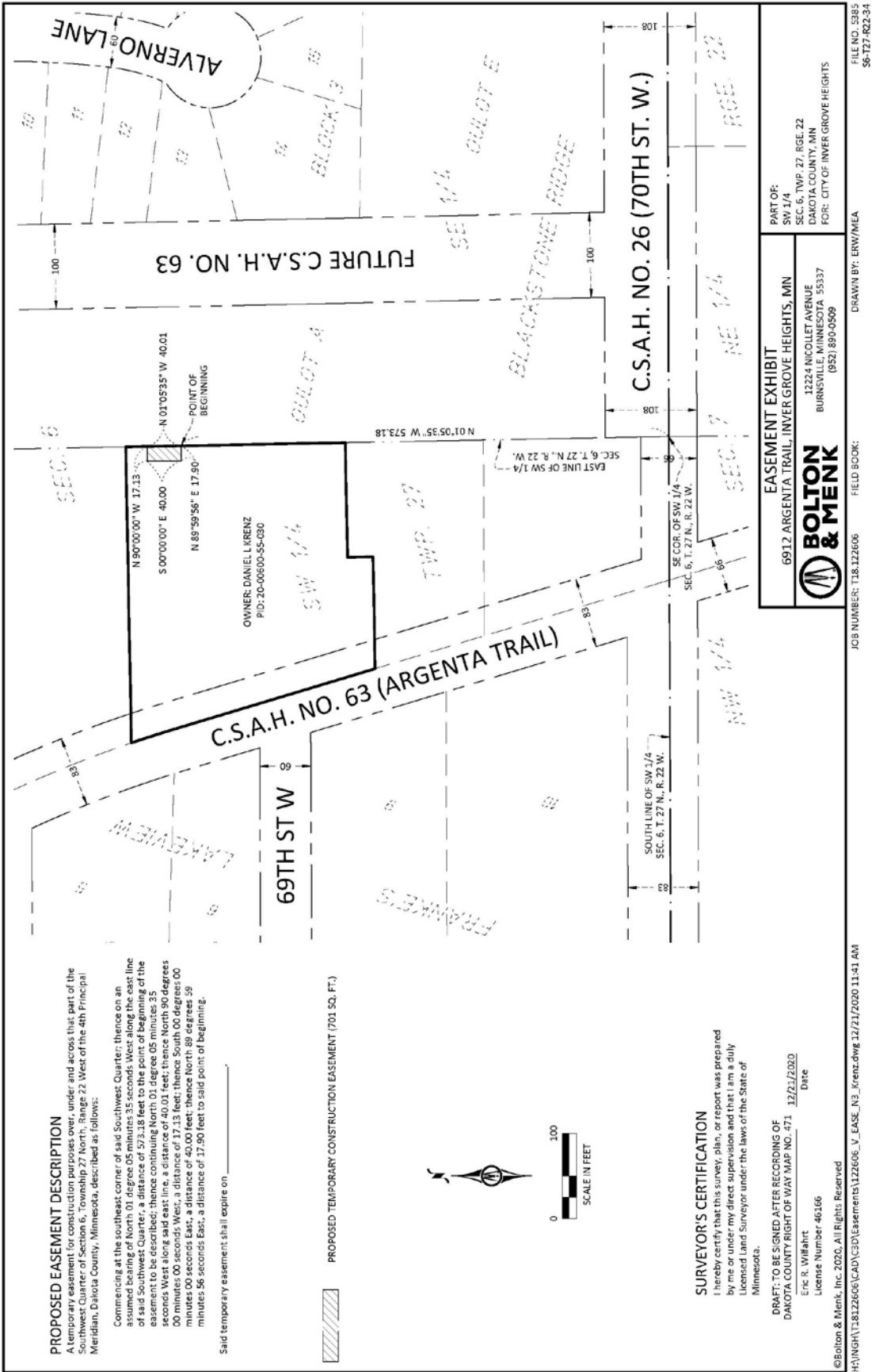
TEMPORARY CONSTRUCTION EASEMENT

Southwest Quarter of Section 6, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence on an assumed bearing of North 01 degree 05 minutes 35 seconds West along the east line of said Southwest Quarter, a distance of 573.18 feet to the point of beginning of the easement to be described; thence continuing North 01 degree 05 minutes 35 seconds West along said east line, a distance of 40.01 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 17.13 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 40.00 feet; thence North 89 degrees 59 minutes 56 seconds East, a distance of 17.90 feet to said point of beginning.

Said temporary easement shall expire on June 1, 2022.

Sketch:



Parcel 3:

PID No.: 20-00600-52-011; Abstract Property

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

The North 21.50 acres of that part of the East one-half of the Southwest Quarter (E ½ of SW ¼) of Section 6, Township 27, Range 22, Dakota County, Minnesota, lying Easterly of the center line of Sun Fish Lake Road, except any part thereof lying with the following described parcel:

That part of the East one-half of the Northwest Quarter and the East one-half of the Southwest Quarter of Section 6, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the Southwest corner of said East one-half of the Northwest Quarter; thence North 01 degrees 41 minutes 22 seconds West, bearing assumed, along the West line of said East one-half of the Northwest Quarter, a distance of 222.44 feet; thence North 74 degrees 01 minutes 10 seconds East, a distance of 277.08 feet; thence South 15 degrees 58 minutes 50 seconds East, a distance of 330.00 feet; thence South 74 degrees 01 minutes 10 seconds West, a distance of 362.49 feet to the West line of said East one-half of the Southwest Quarter; thence North 01 degrees 03 minutes 18 seconds West, along said West line to the point of beginning.

Legal Description of the Acquisition:

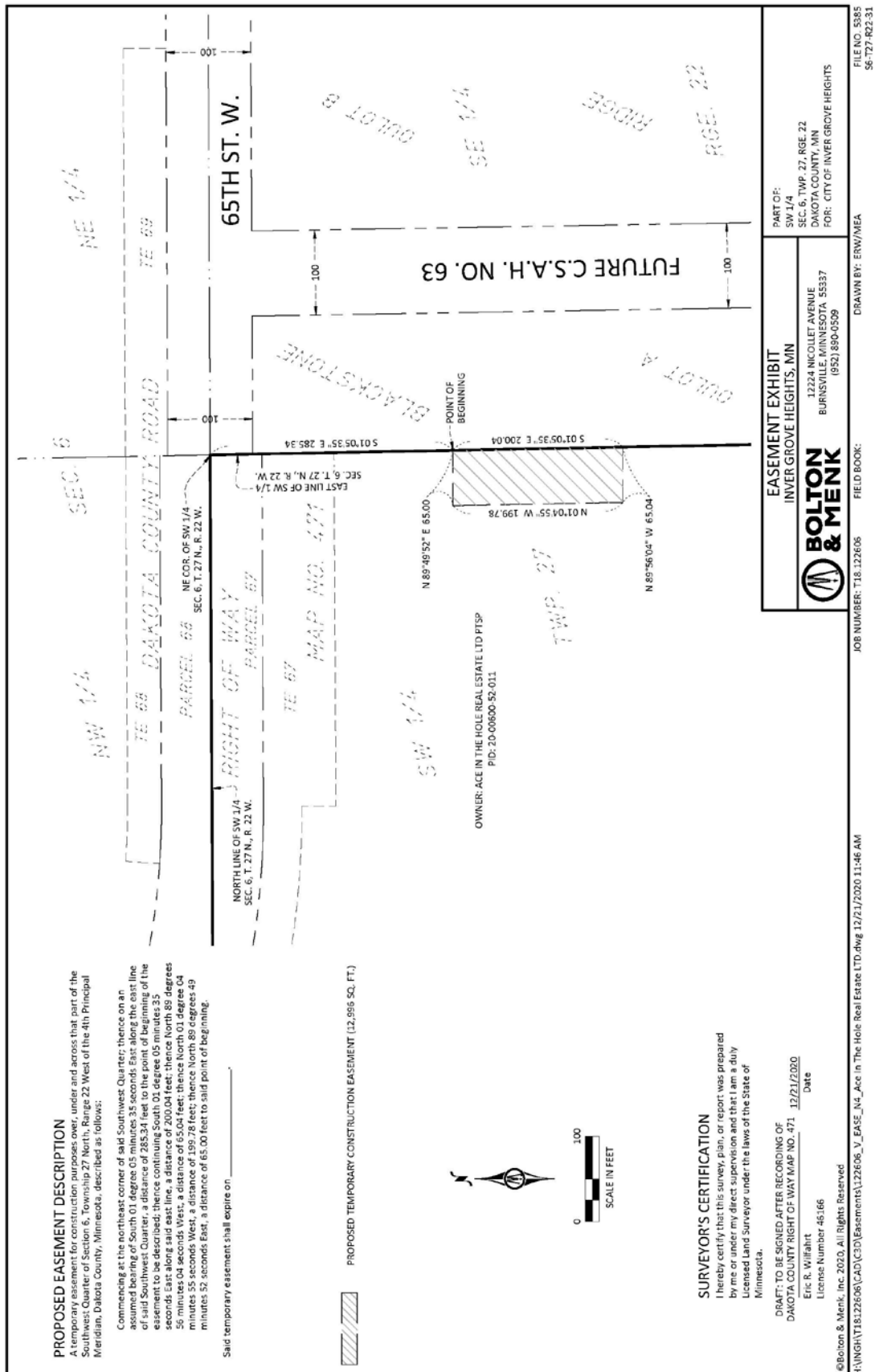
TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under and across that part of the Southwest Quarter of Section 6, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Southwest Quarter; thence on an assumed bearing of South 01 degree 05 minutes 35 seconds East along the east line of said Southwest Quarter, a distance of 285.34 feet to the point of beginning of the easement to be described; thence continuing South 01 degree 05 minutes 35 seconds East along said east line, a distance of 200.04 feet; thence North 89 degrees 56 minutes 04 seconds West, a distance of 65.04 feet; thence North 01 degree 04 minutes 55 seconds West, a distance of 199.78 feet; thence North 89 degrees 49 minutes 52 seconds East, a distance of 65.00 feet to said point of beginning.

Said temporary easement shall expire on June 1, 2022.

Sketch:



Parcel 4:

PID Nos.: 20-00600-05-010 and 20-00600-25-015; Abstract Property

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

The West One-half of the Northeast Quarter (W-1/2 of NE-1/4) of Section Six (6), Township Twenty-seven (27), Range Twenty-two (22), except the North 400 feet of the West 668.65 feet thereof, according to the Government Survey thereof, Dakota County, Minnesota.

Except Parcel 14A of Minnesota Department of Transportation Right of Way Plat 19-59.

AND

The East one-half of the Northwest Quarter (E ½ of NW ¼) of Section 6, Township 27, Range 22, Dakota County, Minnesota except any part thereof lying with the following described parcel:

That part of the East one-half of the Northwest Quarter (E ½ of NW ¼) and the East one-half of the Southwest Quarter (E ½ of SW ¼) of Section 6, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the Southwest corner of said East one-half of the Northwest Quarter (E ½ of NW ¼); thence North 01 degrees 41 minutes 22 seconds West, bearing assumed, along the West line of said East one-half of the Northwest Quarter (E ½ of NW ¼), a distance of 222.44 feet; thence North 74 degrees 01 minutes 10 seconds East, a distance of 277.08 feet; thence South 15 degrees 58 minutes 50 seconds East, a distance of 330.00 feet; thence South 74 degrees 01 minutes 10 seconds West, a distance of 362.49 feet to the West line of said East one-half of the Southwest Quarter (E ½ of SW ¼); thence North 01 degrees 03 minutes 18 seconds West, along said West line to the point of beginning; And except that part of the East one-half of the Northwest Quarter (E1/2 of NW ¼ of Section 6, Township 27 Range 22, Dakota County, Minnesota, shown as Parcel 13 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-58.

Legal Description of the Acquisition:

PERPETUAL DRAINAGE & UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

A perpetual easement for drainage and utility purposes over, under and across those parts of the Northeast Quarter and the Northwest Quarter of Section 6, Township 27 North, Range 22 West of the 4th/ Principal Meridian, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 261.69 feet to the point of beginning of the easement to be

described; thence continuing North 89 degrees 44 minutes 01 second East along said south line, a distance of 40.23 feet; thence North 00 degrees 15 minutes 59 seconds West, a distance of 120.05 feet; thence South 89 degrees 36 minutes 14 seconds West, a distance of 358.38 feet; thence South 00 degrees 23 minutes 46 seconds East, a distance of 37.52 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 318.44 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 80.23 feet to said point of beginning.

EXCEPT that part thereof lying within the south 50.00 feet, as measured at a right angle, of said Northeast Quarter.

AND

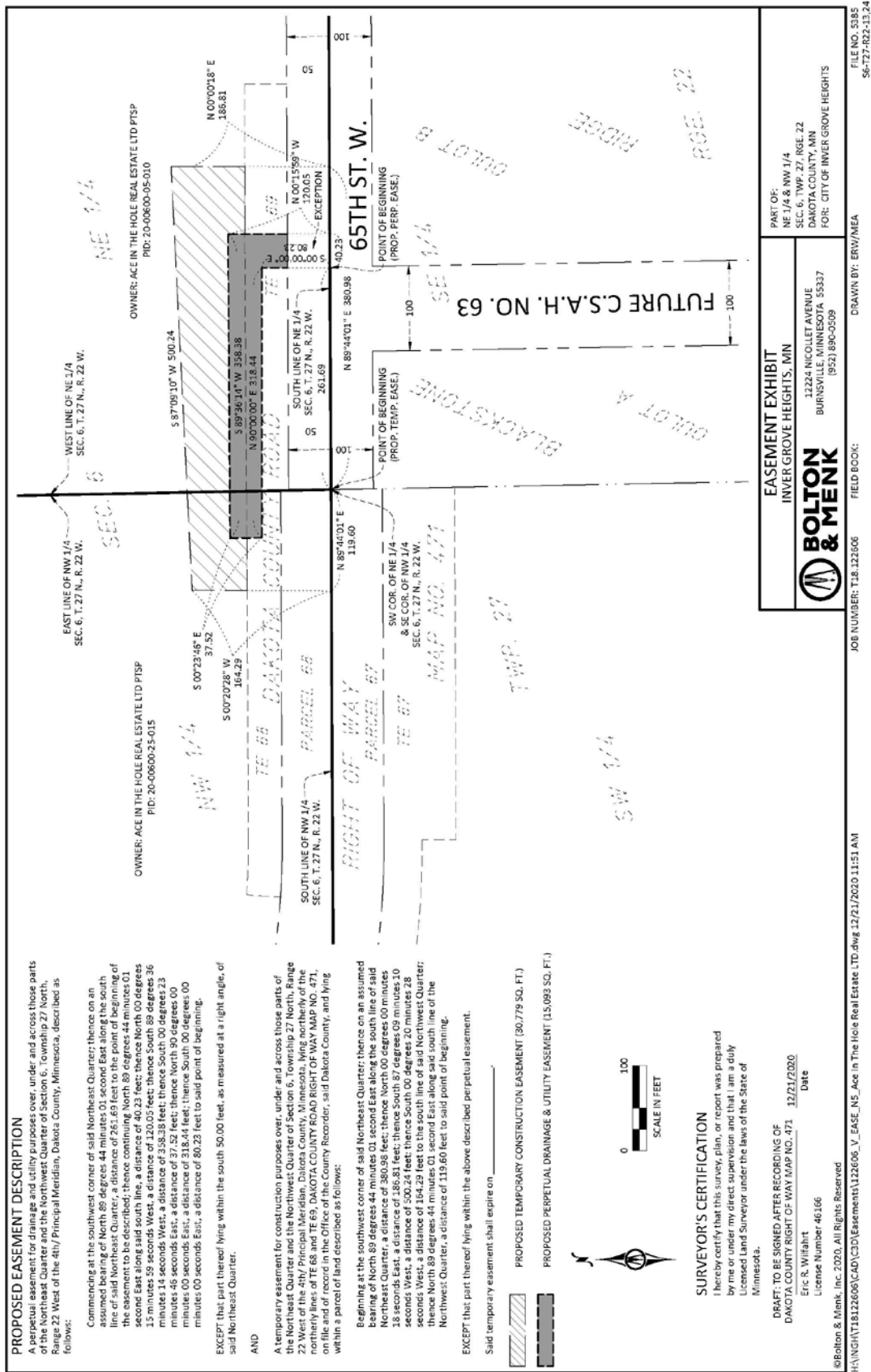
A temporary easement for construction purposes over, under and across those parts of the Northeast Quarter and the Northwest Quarter of Section 6, Township 27 North, Range 22 West of the 4th/ Principal Meridian, Dakota County, Minnesota, lying northerly of the northerly lines of TE 68 and TE 69, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 471, on file and of record in the Office of the County Recorder, said Dakota County, and lying within a parcel of land described as follows:

Beginning at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 380.98 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 186.81 feet; thence South 87 degrees 09 minutes 10 seconds West, a distance of 500.24 feet; thence South 00 degrees 20 minutes 28 seconds West, a distance of 164.29 feet to the south line of said Northwest Quarter; thence North 89 degrees 44 minutes 01 second East along said south line of the Northwest Quarter, a distance of 119.60 feet to said point of beginning.

EXCEPT that part thereof lying within the above-described perpetual easement.

Said temporary easement shall expire on June 1, 2022.

Sketch:



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 8, 2021
Item Type: Consent Agenda
Contact: Dennis Haugland
Prepared by: Dennis Haugland
Reviewed by: Melissa Chiodo

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept the Body Worn Camera (BWC) audit conducted by Minnesota Security Consortium as required by MN Statute 13.825 subd.9(c).

SUMMARY

MN Statute 13.825 requires police departments that utilize portable recording devices to arrange an independent biennial audit. Our biennial audit was conducted by Minnesota Security Consortium. The audit was conducted over multiple days and over 100 samples were reviewed by the auditor.

In the end, Minnesota Security Consortium concluded that our police department was using the Axon BWC system in accordance with Minnesota Statute.

Attached is a copy of the audit conducted by Minnesota Security Consortium.

Inver Grove Heights Police Department 2020 Body Worn Camera (BWC) Audit

Executive Summary Report

Prepared for City of Inver Grove Heights

December 23, 2020



Inver Grove Heights
MINNESOTA

Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Background:

Inver Grove Heights Police Department retained the Minnesota Security Consortium (MNSec) to audit its agency's use of its Body-Worn Camera (BWC, see Definitions Section below) program against the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473. The Minnesota Security Consortium (MNSec) does not operate or have access to their BWC systems, therefore allowing it to audit the systems as an independent auditor. Interviews and auditing of the Axon system was conducted with the Inver Grove Heights Police Department Patrol Commander during the audit process.

Definitions:

For the purposes of this audit and report, the use of the term Body-Worn Camera (BWC) systems shall be the same as the State Statute definition of "Portable Recording Systems," as defined by Minn. Stat. § 13.825, Subd. 1 (b) as follows:

"portable recording system" means a device worn by a peace officer that is capable of both video and audio recording of the officer's activities and interactions with others or collecting digital multimedia evidence as part of an investigation;

"portable recording system data" means audio or video data collected by a portable recording system; and

"redact" means to blur video or distort audio so that the identity of the subject in a recording is obscured sufficiently to render the subject unidentifiable.

Audit Period and Scope:

The Audit Period covered by this report covers the period 11/1/18 to 10/31/20.

Inver Grove Heights Police Department uses the Cloud based Axon video system for its BWC program. Although their Axon system records both in-squad video as well as BWC videos, the scope of the audit focused only on BWC video data. Their Axon systems was treated as their only primary source of all BWC data and was the focus of this audit. All Axon BWC data video had date and time stamps of when the data was collected.

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Required Public Hearing:

Pursuant to Minn. Stat. § 626.8473, Subd. 2, Inver Grove Heights Police Department allowed for public comment regarding its new BWC Program at the Inver Grove Heights City Council Workshop held on October 22, 2018. The meeting notice was posted on August 10, 2018 on their City Website and FaceBook pages. Board Minutes of this Inver Grove Heights City Council Workshop and Meeting were provided to us and reviewed during the audit.

Inver Grove Heights was compliant with this aspect of the Statute, Minn. Stat. § 626.8473, Subd. 2.

Department BWC Policy:

Inver Grove Heights Police Department has two BWC Policies in place.

The main BWC policy is entitled, "Body-Worn Cameras, Policy Number 32." Their Policy was reviewed to ensure that it contained the required elements as outlined in Minn. Stat. § 626.8473, Subd. 3. One recommendation was made, regarding the responsibilities of their IT Department. This was a minor recommendation since Axon storage is maintained in their CJIS Cloud.

The secondary BWC policy is entitled, "Axon Data Labeling and Retention, Policy Number 31." Their Policy was reviewed to ensure that it contained the required elements as outlined in Minn. Stat. § 626.8473, Subd. 3.

Both BWC policies were updated on June 1, 2020, prior to the Audit. Their willingness to keep their policies updated and current was noted and satisfies the intent of the statute.

Officer use of BWC Equipment:

Inver Grove Heights Police Department policy "Body-Worn Cameras, Policy Number 32." requires that Officers wear their BWC equipment and activate it during specific instances.

Random samples of officers' patrol duty schedules were taken and compared against their dispatch Calls for Service, as well as the Axon video library to determine if they had been recording videos during those calls in accordance with their policy. In all but one Call for Service, the patrol officers appeared to be using their BWC appropriately and activating recordings as outlined in the policy, Body-Worn Cameras, Policy Number 32, section, "General Guidelines for Recording."

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Data Classification and Retention:

Inver Grove Heights Police Department treats BWC data as private unless it is permitted to be release in accordance with the provisions of Stat. § 13.825, Subd. 2.

Inver Grove Heights Police Department processes BWC data requests, using their form entitled, "Body Camera Release Form." These requests are processed by the Records Department staff and requires approval by Command.

At the time of the audit, no Court mandated BWC data disclosures had been made.

Inver Grove Heights Police Department setup its data classification and retention schedule for BWC videos in the administrative settings of the Axon console. This retention schedule is consistent with and outlined in their second BWC policy is entitled, "Axon Data Labeling and Retention, Policy Number 31." All BWC data is retained for a minimum of 90 Days, as required by Minn. Stat. §13.825, Subd. 3 (a).

BWC data was sampled and audited across the audit period, and more intensely in the period of September 2020. Calls for Service from earlier in the audit period that had BWC data associated to it, and which had expired retention periods, showed that the BWC data had been deleted from the Axon System.

When the BWC data involves the use of force, discharge of a firearm by a peace officer, or when the event triggers a formal complaint against the peace officer, the BWC data is retained for a minimum of 1 year in accordance with Minn. Stat. §13.825, Subd. 3 (b). At the time of the audit, Inver Grove Heights Police Department has set that Retention Period for these type of calls for service to a period of 7 years, under their classification category, "Report and/or Arrest." No such incidents were reported during the audit period.

In addition, all BWC footage related to the discharge of a firearm by a peace officer in the course of duty as defined by Minn. Stat. § 626.8473, Subd. 2 (1), was reviewed during the audit. No such incidents were reported during the audit period.

In addition, on specific type of calls, the Inver Grove Heights Police Commander(s) in charge of the BWC program also review related BWC videos to ensure that all related videos have the appropriate classification. Any modifications to the classification are auditable in the Axon audit trail. Sampled BWC data was examined for modifications to the classification tags. The Axon audit trail indicated when the re-classification was made and by whom. Samples examined during the audit showed that most BWC Data was tagged with the correct classification and Retention Period in most cases. However, there were several sampled cases that did not have classifications assigned to the video. Before the audit was completed, Inver Grove Heights Police Commanders reported to me that they had immediately begun running new Axon reports that identified unclassified BWC videos and requires officers and supervisors to fix those cases. This is a normal recommendation during the first audit and demonstrates the benefit of a thorough Audit process and numerous samplings. Overall, the results in other aspects of the Classification and Retention period audit trail were good and satisfied the intent of the law.

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Overall, Inver Grove Heights Police Department was mostly compliant with its Classification requirements and very compliant with the Retention requirements based on Statute, Minn. Stat. § 626.8473, Subd. 2. And Subd. 3.

Access by Data Subjects:

Inver Grove Heights Police Department processes BWC data requests, using their form entitled, "Body Camera Release Form." These requests are processed by the Records Department staff and requires approval by Command.

Inver Grove Heights Police Department stated they redact BWC data when released to Data Subjects. They stated that they had processed approximately 20 records requests during the audit period, 11/1/18 to 10/31/20.

Use of Agency-Issued BWC:

Minn. Stat. § 13.825, Subd. 6 states that:

"While on duty, a peace officer may only use a portable recording system issued and maintained by the officer's agency in documenting the officer's activities."

Inver Grove Heights Police Department "Body-Worn Cameras, Policy Number 32," section, "Use and Documentation," states:

A. Officers may use only department issued BWCs in the performance of official duties for this department or when otherwise performing authorized law enforcement services as an employee of this department.

1. Note: This provision prohibits officers from using personally owned BWCs, or those provided by private entities that may be contracting for department-authorized police services. The use of non-department equipment is inconsistent with the department's obligation to administer resulting video recordings as government data.

Inver Grove Heights Police Department was compliant with part of the Statute.

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Authorization to Access Data:

Inver Grove Heights Police Department allows its officers to review their own BWC data. Access is enforced using user accounts and roles/rights in the Axon system.

BWC data was sampled and audited across the audit period, and more intensely in the period of September 2020. Results of sampling the BWC data, and its related audit trail in the Axon system, showed that it was either not viewed at all, viewed by the officer who recorded the data, or by a police supervisor. In over 100 samples, BWC video metadata was reviewed during the audit process by the Auditor and the Patrol Commander. In all samples, the BWC videos were shown to be viewed by either no one, the officer or supervisor.

All views and access were consistent with Inver Grove Heights Police Department "Body-Worn Cameras, Policy Number 32" and Minn. Stat. § 13.825 Subd. 7, as authorized by the Chief of Police.

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Sharing Among Agencies:

Inver Grove Heights Police Department treats BWC data as private and may only share BWC data with other agencies when permitted by Minn. Stat. § 13.825, Subd. 8 and Subd. 7.

Inver Grove Heights Police Department processes BWC data requests by other Agencies via email which must contain a legitimate, specified law enforcement purpose, as required by Minn. Stat. § 13.825, Subd. 7.

Inver Grove Heights Police Department was compliant with this aspect of the Statute.

Biennial Audits:

Inver Grove Heights Police Department has acknowledged that it intends to complete a biennial audit of its BWC System, as required by Minn. Stat. § 13.825, Subd. 9.

BWC System Vendors:

At the time of the audit, Axon was the primary vendor and system for their BWC program. BWC videos were recorded, classified, and stored in Axon cloud-based system, called Evidence.com.

Because Evidence.com is a cloud-based solution, it is subject to the requirements of Minn. Stat. § 13.825, Subd. 11 (b), which requires Axon to follow the requirements of the FBI's CJIS Policy 5.x and subsequent versions. Axon has published a CJIS White paper outlining its responsibilities for CJIS compliancy and it also stated that it has filed the appropriate CJIS Security Addendum with the State of Minnesota, which we verified with the BCA.

Inver Grove Heights Police Department was compliant with this aspect of the Statute.

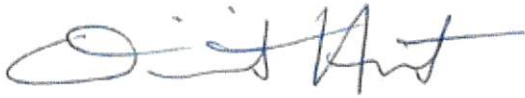
Minnesota Security Consortium - MNSec

Bringing Information Security to Local Minnesota Governments

Conclusion:

Based on the results of the Inver Grove Heights Police Department BWC Audit conducted by the Minnesota Security Consortium (MNSec), we were able to demonstrate that Inver Grove Heights Police Department is using the Axon BWC System in accordance the requirements of Minn. Stat. § 13.825 and Minn. Stat. § 626.8473.

This Audit was conducted and attested to by:



12/23/2020

Dimitrios Hilton

Senior Auditor, Minnesota Security Consortium (MNSec)

Submitted to:

- Inver Grove Heights Police Department Chief of Police
- Inver Grove Heights City Council
- Legislative Coordinating Commission, Subcommittee on Data Practices

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Joint Powers Agreement (JPA) with Dakota County for the Feasibility Study and Preliminary Engineering for City Project No. 2016-17 – 117th Street Reconstruction and Modernization

Meeting Date: February 8, 2021
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution approving Joint Powers Agreement (JPA) with Dakota County for the feasibility study and preliminary engineering for City Project No. 2016-17 – 117th Street Reconstruction and Modernization.

SUMMARY

The subject JPA defines the division of responsibility between Dakota County and Inver Grove Heights with regard to the completion of a feasibility study and preliminary engineering for City Project No. 2016-17. This project will include the development of design alternatives for the reconstruction and modernization of 117th Street between Rich Valley Boulevard (County State Aid Highway 71) and T.H. 52.

The project will include a street designed to County standards as the jurisdiction will be transferred to the County once the project is complete. Other project elements will be turn lanes, storm water management improvements, upgrades to railroad crossings, private and public utility relocation, pedestrian/bike trails, right-of-way acquisition, and consideration for City sewer and water extension along the corridor.

This project is in the City's CIP. Funding of the City's share of the feasibility study and preliminary engineering (estimated to be \$202,000) is recommended to come from the Local Improvement Fund. Ultimate funding sources will include federal funds, County funds, special assessments, and possibly state bonding funds, Municipal State Aid funds or Pavement Management Funds. I recommend that the City Council adopt the resolution approving the JPA.

SDT/kf

Attachments: Resolution
 JPA
 Exhibit 1

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR A FEASIBILITY STUDY AND
PRELIMINARY ENGINEERING FOR CITY PROJECT NO. 2016-17 – 117TH STREET
RECONSTRUCTION AND MODERNIZATION.**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights and Dakota County desire to complete a feasibility study and preliminary engineering for the reconstruction and modernization of 117th Street between Rich Valley Boulevard (County State Aid Highway 71) and Trunk Highway 52; and

WHEREAS, the study will include the preliminary design of improvements to reconstruct 117th Street to County highway standards including a ten-ton pavement design, the addition of turn lanes, storm water management improvements, railroad crossing upgrades, private and public utility relocations, pedestrian/bike trails, and right-of-way acquisition; and

WHEREAS, the study will also consider the extension of City water and sewer along the road corridor.

NOW, THEREFORE, BE IT RESOLVED that the City of Inver Grove Heights enter into an agreement with Dakota County that defines the sharing of costs and the responsibilities of the two entities.

BE IT FURTHER RESOLVED, that the proper City officers be and hereby are authorized to execute such agreement, and thereby assume for an on behalf of the City all of the contractual obligations contained therein.

BE IT FURTHER RESOLVED, that the City's share of the study costs shall be funded using Local Improvement Funds.

Adopted by the City Council of Inver Grove Heights this 8th day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

JOINT POWERS AGREEMENT FOR
FEASIBILITY STUDY AND PRELIMINARY ENGINEERING

BETWEEN
THE COUNTY OF DAKOTA,
AND
THE CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY PROJECT NO. 32-65 (ST00006)
CITY OF INVER GROVE HEIGHTS PROJECT NO. 2016-17

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to conduct a feasibility study and preliminary engineering through 30% design for the construction of a 2-lane divided section of 117th Street from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to Trunk Highway (TH) 52 (Court House Boulevard in Inver Grove Heights, Dakota County).

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

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

WHEREAS, it is considered mutually desirable to conduct a feasibility study and provide preliminary design to reconstruct 1.03 miles of 117th Street as a divided 2-lane County State Aid Highway and including pavement preservation improvements for 117th Street from Flint Hills Resources Refinery access to the TH 52/117th Street interchange in Inver Grove Heights, Dakota County (the "Project"); and

WHEREAS, the 117th Street reconstruction project will enhance transportation system efficiency and mobility, reduce access points, improve roadway safety, and facilitate the phased development of an essential east-west County State Aid Highway corridor within the region; and

WHEREAS, Federal funding in the amount of \$8,000,000 has been programmed which will cover a portion of utility relocation and construction costs; and

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

WHEREAS, staff recommends a joint powers agreement between the County and City to define the preliminary design, right of way needs, project cost participation, including Federal funding, and future jurisdiction transfer; and

WHEREAS, the County and City have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering.

NOW, THEREFORE, it is agreed that the County and the City will share project responsibilities and jointly participate in the project costs associated with the feasibility study and 30% preliminary engineering:

1. Administration. The City will enter into and administer the contract with a consulting firm, the consulting engineer, and will coordinate the preliminary engineering work of the consulting engineer with the County. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Engineering. "Engineering Costs" shall be defined as design engineering costs, including public involvement, agency involvement, preliminary/final design engineering, plans, specifications and proposal, surveying, mapping, consultant engineering, right of way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time for these purposes, collectively, "Engineering Costs".
3. Preliminary Engineering. "Preliminary Engineering" shall be defined as engineering work completed through 30% preliminary plans, which includes, but is not limited to:
 - a. Issues map
 - b. Community engagement plan
 - c. Existing conditions (tech memo)
 - d. Traffic operations (tech memo)
 - e. Preferred alternative layout
 - f. Access management and relocation plan
 - g. Certified existing right-of-way mapping
 - h. Coordinate relocation of utilities
 - i. Geotechnical Report – Pavement and Drainage
 - j. Federal Aid Project Memorandum
 - k. Feasibility Study
 - l. Sanitary sewer extension
 - m. Environmental Site Assessment Phase I – Corridor and Parcel
 - n. Water resources report
 - o. 30% final design plan set
4. Cost Share. After application of all applicable cost sharing provisions of this Agreement and Dakota County 2040 Transportation Plan cost sharing policies F.1 through F.19 the County will participate in engineering for the Project as defined below after deducting federal and state cost participation amounts. Based on the estimated overall project costs in Table 1 below Preliminary Engineering shall be shared in the amount of 74% by the County and 26% by the City. Right of Way including Utility

Relocation shall be shared in the amount of 85% by the County and 15% by the City, in accordance with County cost sharing policies for Replacement and Modernization. The preliminary estimated Construction cost in Table 1 is shared in the amount of 43% by the County and 57% by the City, in accordance with cost sharing policy F.14 Cost Participation – Future County Road Segments the County share is based on the cost to construct 117th Street to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards. The final design and Construction cost share will be recalculated as part of the feasibility study and preliminary engineering design and included in future separate agreements for Final design, Right of Way, and Construction.

Table 1 Estimated Overall Project Costs

F.14 Cost Participation – Future County Road Segments			85% of difference		cost of collector +15% of difference	
Cost of two lane divided	\$8,600,000	100%	County =	\$3,703,450	City=	\$4,896,550
Cost of collector	\$4,243,000	49%		43%		57%
Difference	\$4,357,000	51%				

	Total	City	County	Federal	City Share	County Share	Cost Participation Policies
Preliminary Design	\$774,000	\$201,996	\$572,004		26.1%	73.9%	share of the final project costs
Final Design	\$946,000	\$246,884	\$699,116		26.1%	73.9%	share of the final project costs
Right of Way	\$2,700,000	\$405,000	\$2,295,000		15.0%	85.0%	2 to 3 Lane Modernization/Highway Replacement (15/85)
Utility Relocation	\$2,000,000	\$180,000	\$1,020,000	\$800,000	15.0%	85.0%	2 to 3 Lane Modernization/Highway Replacement (15/85)
Construction	\$8,600,000	\$797,113	\$602,887	\$7,200,000	56.9%	43.1%	F.14 Cost Participation – Future County Road Segments
	Total	City	County	Federal			
Total	\$15,020,000	\$1,830,993	\$5,189,007	\$8,000,000			
		12.2%	34.5%	53.3%			
Less Federal	\$7,020,000	\$1,830,993	\$5,189,007				
		26.1%	73.9%				

5. Non-Project Design Costs. It is understood that for efficiency and cost effectiveness, the City may request design elements exceeding the City's Municipal State Aid collector/local street standards such as City utilities and aesthetic improvements, be included in the Project. The City shall be responsible for

100% of the costs of City utilities not required due to construction, and 100% of all aesthetic elements that exceed the County maximum participation for aesthetic elements in accordance with County policies included in the current adopted Dakota County Transportation Plan.

6. Right-of-Way Pre-acquisition. The preliminary design for the projects will determine the existing right of way, permanent and temporary highway easement and drainage and utility easements required to complete the improvements.

7. Plans and Specifications. A consulting firm will be selected by the County and the City as the consulting engineering firm to perform the Preliminary Engineering. The anticipated completion date of the Preliminary Engineering is Friday, June 10, 2022.

8. Project Cost Updates. The County will provide updated cost estimates to the City showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the County to the City at the following times:

- prior to contract award,
- prior to any mutually agreed upon change in scope to the consultant's contract as provided for in the agreement, and
- Upon completion of the 30% plans.

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

9. Payment. The City will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the City Public Works Director. The City, in turn, will bill the County for the County's share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If a claim is incorrect, defective, or otherwise improper, the receiving agency must notify the invoicing agency within ten days of the date of receipt. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in

dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

10. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Projects' cost participation must be approved by the Authorized Representative of each party prior to execution of work. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

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

12. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2022.

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

14. Jurisdictional Transfer. Jurisdictional transfer of 117th Street will take place upon completion of the reconstruction. Prior to transfer, the City will revoke Municipal State Aid status on all of that portion of 117th Street between from CSAH 71 (Rich Valley Boulevard) to TH 52 (Court House Boulevard) in Inver Grove Heights. A separate agreement further detailing terms and descriptions of the roadway transfer will be executed prior to award of the Project construction contract.

15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either party, nothing in this Agreement shall be

construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Each Party shall include the other Party as additional insured in the contract documents.

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

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

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

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

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

City Project No. 2016-17
County Project No. 32-65 (ST00006)
C0033679 IGH
January 29, 2021

Mark Krebsbach, Dakota County
Engineer (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7102
Mark.Krebsbach@co.dakota.mn.us

Scott Thureen, Public Works Director
(or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
sthureen@ighmn.gov

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Scott Thureen
Its: Public Works Director

By _____
Tom Bartholomew
Its: Mayor

APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Mark Krebsbach
Its: County Engineer

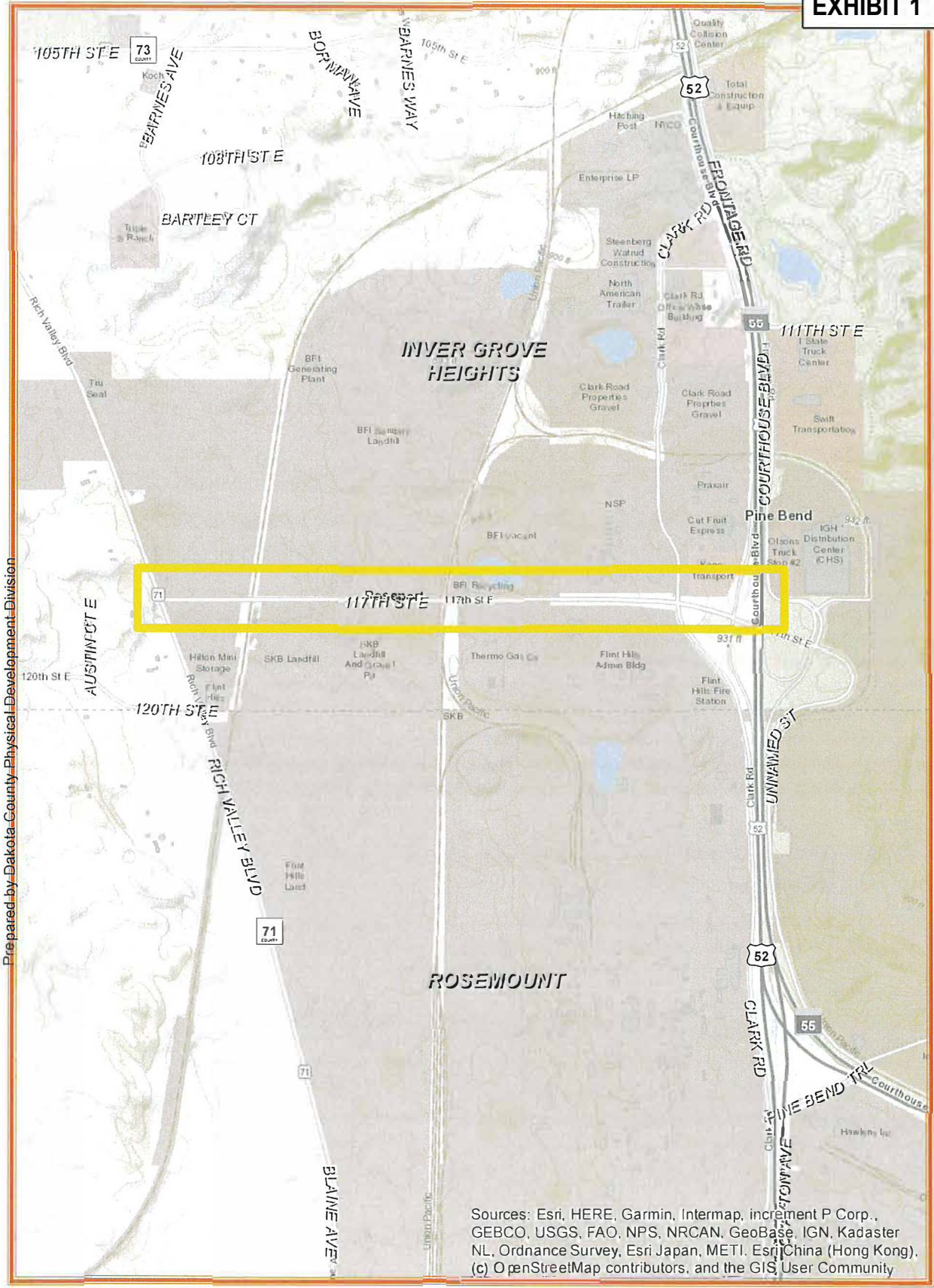
By _____
Steven C. Mielke
Its: Physical Development Director

Date _____

APPROVED AS TO FORM:

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

COUNTY BOARD RESOLUTION
No. 21-044 Date: January 19, 2021



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

**Request for Council Action****Consider Resolution Accepting Engineering Services Proposal from Stantec for Watermain System Analysis for City Project Nos. 2022-09D and 2023-09D - Dawn Way North and South Neighborhood Street Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski	Budget amendment requested	
Prepared by:	Steve W. Dodge <i>SWD</i>	FTE included in current complement	
Reviewed by:	Scott D. Thureen	New FTE requested - N/A	
		Other: Water Utility Fund	X

PURPOSE/ACTION REQUESTED:

Consider resolution accepting proposal for watermain system analysis from Stantec for Watermain System Analysis for City Project Nos. 2022-09D and 2023-09D - Dawn Way North and South Neighborhood Street Improvements

SUMMARY:

On August 24, 2020, the City Council ordered a feasibility study to be prepared by Bolton & Menk for street projects in our pavement management program that included Dawn Way North (2022-09D) and Dawn Way South (2023-09D).

The City requested a proposal from Stantec to review the existing watermain system, perform a watermain system analysis, review of two pressure zones, assess the pressure reducing valve systems, and provide recommendations for proposed improvements.

City staff is requesting that Council adopt the resolution approving the proposal by Stantec for the watermain system analysis in the amount of \$2500 for City Project Nos. 2022-09D and 2023-09D - Dawn Way North and South Neighborhood Street Improvements.

SWD/kf

Attachments: Resolution
Stantec Proposal

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

**CONSIDER RESOLUTION ACCEPTING PROPOSAL FOR WATERMAIN SYSTEM ANALYSIS FOR
CITY PROJECT NOS. 2022-09D AND 2023-09D - DAWN WAY NORTH AND SOUTH
NEIGHBORHOOD STREET IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, the Dawn Way South and North neighborhoods have been identified for street improvements; and

WHEREAS, on February 8, 2021, City Council will approve a resolution accepting a proposal from Stantec for preparation of a watermain system analysis for City Project No. 2022-09D and 2023-09D; and

WHEREAS, the City has requested engineering services by Stantec as outlined in their proposal which will assist Bolton & Menk with the watermain plan for City Project No. 2022-09D and 2023-09D; and

WHEREAS, Stantec's proposal in the amount of \$2,500 is for engineering services related to watermain system analysis, review of pressure zones, review of pressure reducing valves, and recommendations for proposed improvements.

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

1. Stantec's proposal in the amount of \$2,500 is hereby accepted for preparation of the watermain system analysis related to City Project No. 2022-09D and 2023-09D as outlined in their proposal.
2. Funding shall come from the Water Utility Funds. Other sources of funding for the project are from the Pavement Management Fund, Special Assessments, State Aid, Franchise Fees, Sewer Utility Fund, and Stormwater Utility Funds.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

February 1, 2021
File: 19380343

Attention: Tom Kaldunski
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN

Dear Tom,

Reference: Modeling Review Proposal for Dawn Way Neighborhood

This letter presents our proposal to provide professional services necessary to review the City's existing water model as necessary to incorporate watermain serving the following development:

- Dawn Way near Avenue between 63rd St. E and 66th St. E, and connecting neighborhood mains.

Background

We are eager to provide water model review and evaluation comments for the project listed above. Per our communications we understand that the following aspects of the development are to be considered with the review:

- 1) The area under review currently consists of 6" and 8" watermain.
- 2) The pressure in this area is considered very high.
- 3) There are two PRV's, one on Dawn Way and one on 66th Street that reduce pressure for the Concord service area. The 64th Street connection to Concord is valved OFF.
- 4) Modeling efforts shall consist of fireflow runs to assist with consideration being given to replacing all watermain east of Dawn Way (its cast iron) versus making minor Gate Valve, PRV, and Hydrant improvements, in addition to other network improvements that present themselves through the hydraulic model.

Please be advised that we may need information from you and/or the associated developers to complete our modeling and evaluation of the requested scenarios. Note that this proposal does not include an overall review of the water distribution system. As appropriate, a comprehensive review should be performed to bring the model up to date including the piping systems associated with recent developments which were not included in the GIS data when the original model was built.

Compensation and Schedule

Our fee is estimated based on the review of final plat drawings. We are happy to provide preliminary concept review as an additional fee upon request. Stantec will complete the model update described herein on an hourly basis and estimate the level of effort required to be \$2,500 for the development referenced. Additional budget may be needed for certain circumstances where additional information must be gathered.

Reference: Modeling Review Proposal for Dawn Way Neighborhood

Upon receiving authorization to proceed we can complete the update within one week. The team providing services will include Mark Rolfs as project engineer and I will serve as your project manager.

With the appropriate signed authorization we will commence with providing you with the services you have requested in accordance with this proposal. We will work to provide information in timely fashion based on information you provide on a case-by-case basis.

As always, we are grateful for this opportunity to continue serving you and the City of Inver Grove Heights.

Regards,

Stantec Consulting Services Inc.



Ryan Capelle PE (MN, ND, WI)
Senior Associate
Phone: 612 712-2025
ryan.capelle@stantec.com

Attachment: none

c. Mike Edwards– City of Inver Grove Heights

Authorized by: _____

City of Inver Grove Heights

**Request for Council Action**

TITLE: Consider Resolution Approving a Wetland Replacement Plan Application for the Impact of Wetlands Related to CSAH 26 Reconstruction

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Ally Sutherland, 651-604-8511	Budget amendment requested	
Prepared by:	Ally Sutherland	FTE included in current complement	
Reviewed by:	Allan Hunting	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Review the Wetland Conservation Act (WCA) Technical Evaluation Panel's (TEP) review and consider approval of the Wetland Replacement Plan submitted by Dakota County for CSAH 26 Reconstruction.

PROJECT BACKGROUND:

Dakota County and the Cities of Inver Grove Heights and Eagan are proposing to expand approximately 2 miles of County Road (CR) 26 (Lone Oak Road in Eagan, 70th Street in Inver Grove Heights) from Trunk Highway (TH) 55 to TH 3 from an existing two-lane roadway rural section to a four-lane divided (urban) highway. CR 63 (Argenta Trail) will be reconstructed from Amana Trail north to 65th Street and from 65th Street to old Argenta Trail (CR 63) to the north of CR 26. The County Road 63 construction will be on new alignment and include two lanes, stormwater infrastructure and trails on both sides of the roadway. A new roundabout will be constructed at CR 26 and the realigned CR 63.

The project purpose is to improve vehicle mobility, vehicle safety, and enhance walkability/bikeability along CSAH 26 and CSAH 63. The roadway will include turn lanes, improved stormwater management infrastructure, multi-use trails on both sides of the roadway, and access management of residential driveways and city streets. Construction is expected to take place from August 2021 to 2023.

PROPOSED WETLAND REPLACEMENT PLAN:

Under WCA Rule, wetland impacts associated with road safety improvements are mitigated by the State of Minnesota through their Local Road Wetland Replacement Program (LRWRP). These impacts do not require local city approvals. Wetland impacts for new roads and infrastructure that do not fall under this road safety provision need to be replaced by the applicant. The proposed Wetland Replacement Plan includes 0.76 acres of replacement through LRWRP and 1.54 acres by Dakota

County. Dakota County has proposed to mitigate the wetland impacts through the purchase of 3.85 acres of Wetland Bank credits from Wetland Bank Service Area #8 in Dakota County at a 2.5:1 ratio.

RECOMMENDATION:

Technical Evaluation Panel (TEP) Recommendation

The Wetland Replacement Plan application was noticed on December 4, 2020 and the comment period ended on December 30, 2020. The application was reviewed by TEP, including the Board of Soil and Water (BWSR), Soil and Water Conservation District (SWCD), and SWCD on behalf of the City. The TEP determined the proposed Wetland Replacement Plan meets all Wetland Conversation Act rules and guidelines defined by MN Rule Chapter 8420, including the following:

- The application demonstrates the purpose of the project can only be reasonably achieved by permanently impacting wetland(s) and replacing them.
- The applicant has shown they have taken reasonable steps to avoid wetland impacts and/or designed the project in a way that minimizes or reduces impacts on remaining wetlands after project implementation.
- Mitigation is proposed for replacement within the same minor, major, or service bank areas for a 2:1 ratio, or at a different ratio required by Board of Soil and Water Resources.

The TEP has no objection to the proposed wetland impacts and recommends approval of the Wetland Replacement Plan as submitted by the applicant.

Environmental Commission & Staff Recommendation

On Thursday, January 28, the Environmental Commission reviewed and recommended approval of the Wetland Replacement Plan submitted by Dakota County for CSAH 26 Reconstruction. Staff recommend approval of the Wetland Application Plan as submitted.

ATTACHMENTS:

Resolution
SWCD Review Memo
Environmental Commission Staff Memo
Wetland Permit Application

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A WETLAND REPLACEMENT PLAN APPLICATION FOR
THE IMPACT OF WETLANDS RELATED TO CSAH 26 RECONSTRUCTION**

WHEREAS, “The Application” requested City approval of a wetland impact and replacement plan that involved impacting 167,706 square feet (3.85 acre) of wetlands and replacement through a wetland banking credit;

WHEREAS, copies of “The Application” were distributed to the following agencies for review and comment: Dakota County Soil & Water Conservation District; Minnesota Board of Water & Soil Resources; Department of Natural Resources Regional Office, DNR Wetlands Coordinator; Department of the Army, Corps of Engineers, St. Paul District; and the Lower Mississippi River WMO; and

WHEREAS, written and oral comments were received at, before and after the public comment period concerning “The Application”

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, “The Application” is considered compliant with the Minnesota Wetland Conservation Act and is hereby approved with the following condition:

1. The City (LGU) shall receive written confirmation from BWSR that the wetland credits proposed for said use have been officially withdrawn from the wetland bank.

Passed this 8th day of February, 2021.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



MEMORANDUM

To: Ally Sutherland, City of Inver Grove Heights

Cc: Allan Hunting, Tom Kaldunski, City of Inver Grove Heights, Brian Watson, Dakota County SWCD

From: David Holmen, Dakota County SWCD

Date: January 20, 2021

**RE: Inver Grove Heights CSAH 26 and 63 Improvements
Application for a Wetland Replacement Plan submitted by Dakota County**

Under delegated authorities from the City of Inver Grove Heights pursuant to the Minnesota Wetland Conservation Act (WCA), the CSAH 26 and 63 Improvements project has undergone the following administrative process to date:

- July 17, 2020 Notice of Decision was provided approving the wetland boundary and wetland type of eleven wetlands labeled as Wetland 5-15 and two storm ponds labeled as Pond 2 and 3. Ponds 2 and 3 and Wetlands 6, 13 and 15 were determined to be incidental and not regulated under the WCA.
- November 30, 2020 A wetland replacement plan application was submitted proposing to fill 2.30 acres of wetland. Of this amount, 0.76 acres were considered applicable to the WCA's Local Road Replacement Program and 1.54 acres were considered unavoidable for constructing new roads and infrastructure. Under WCA Rule, wetland impacts associated with road safety improvements are mitigated by the State of Minnesota through the Minnesota Board of Water and Soil Resources (BWSR) under their Local Road Wetland Replacement Program. These impacts no longer require local city approvals. Wetland impacts for new roads and infrastructure that do not fall under this road safety provision need to be replaced by the applicant. The submitted wetland replacement application included 0.76 acres of replacement by BWSR and 1.54 acres by Dakota County as the applicant.
- December 4, 2020 Application was noticed as required under Minnesota Rule 8420.0255. Comments were requested by December 30, 2020.
- December 16, 2020 Per WCA Rule, the replacement plan application decision was extended 60 days to allow adequate time for the scheduling and consideration of this application by City Council.
- December 16, 2020 The Cities of Eagan and Inver Grove Heights met virtually with BWSR, DNR, and the applicant's representatives to review the separate 11/30/20 replacement plan applications for each City. Eagan's application proposed 0.70 acres of wetland impact

for road safety improvements with all replacement occurring through BWSR's Local Road Wetland Replacement Program. Inver Grove Height's application proposed 0.06 acres of wetland impact for road safety improvements with replacement through BWSR's Local Road Replacement Program and 1.54 acres of wetland impact for new roads and infrastructure. Both BWSR and the applicant would be responsible for wetland mitigation. During the comment period, the DNR waived their permitting authority for proposed impacts to Public Water #265W to the WCA. No concerns from the Cities, BWSR or DNR were expressed during the review period.

- December 30, 2020 Comment period closed. SWCD made comments via email to the BWSR indicating that the application incorrectly identified that replacement acres by the applicant would occur within Bank Service Area (BSA) 9. While wetland impacts associated with the Inver Grove Heights portion of this project are located in BSA 7 and BSA 9, the county owned wetland banks are located within BSA 8. Under WCA Rule, a replacement ratio of 2.5:1 is required when mitigation occurs outside of the BSA where the actual impacts occur. Therefore, an additional 0.77 acres of wetland bank credits would need to be provided by the applicant.
- January 15, 2021 Coordination occurred with BWSR to determine if flexibility with WCA Rule was possible since each BSA boundary is based on historic watershed boundaries in the metropolitan area and three BSA's collide in and around this two mile road project (See Figure 1). Comments via email were received by the BWSR indicating that use of County owned bank credits from the adjacent BSA 8 were acceptable but that the applicant must mitigate at a 2.5:1 ratio increasing the applicants need for wetland bank credits from 3.08 acres to 3.85 acres. The applicant is proposing to provide wetland replacement for the 1.54 acres of impact by using 3.85 acres (2.5:1 ratio) from wetland bank accounts #149, #1149, and #1686 all of which are located in BSA 8. BWSR will be responsible for wetland replacement associated with the 0.76 acres of wetland impact applicable to safety improvements and the Local Road Replacement Program.

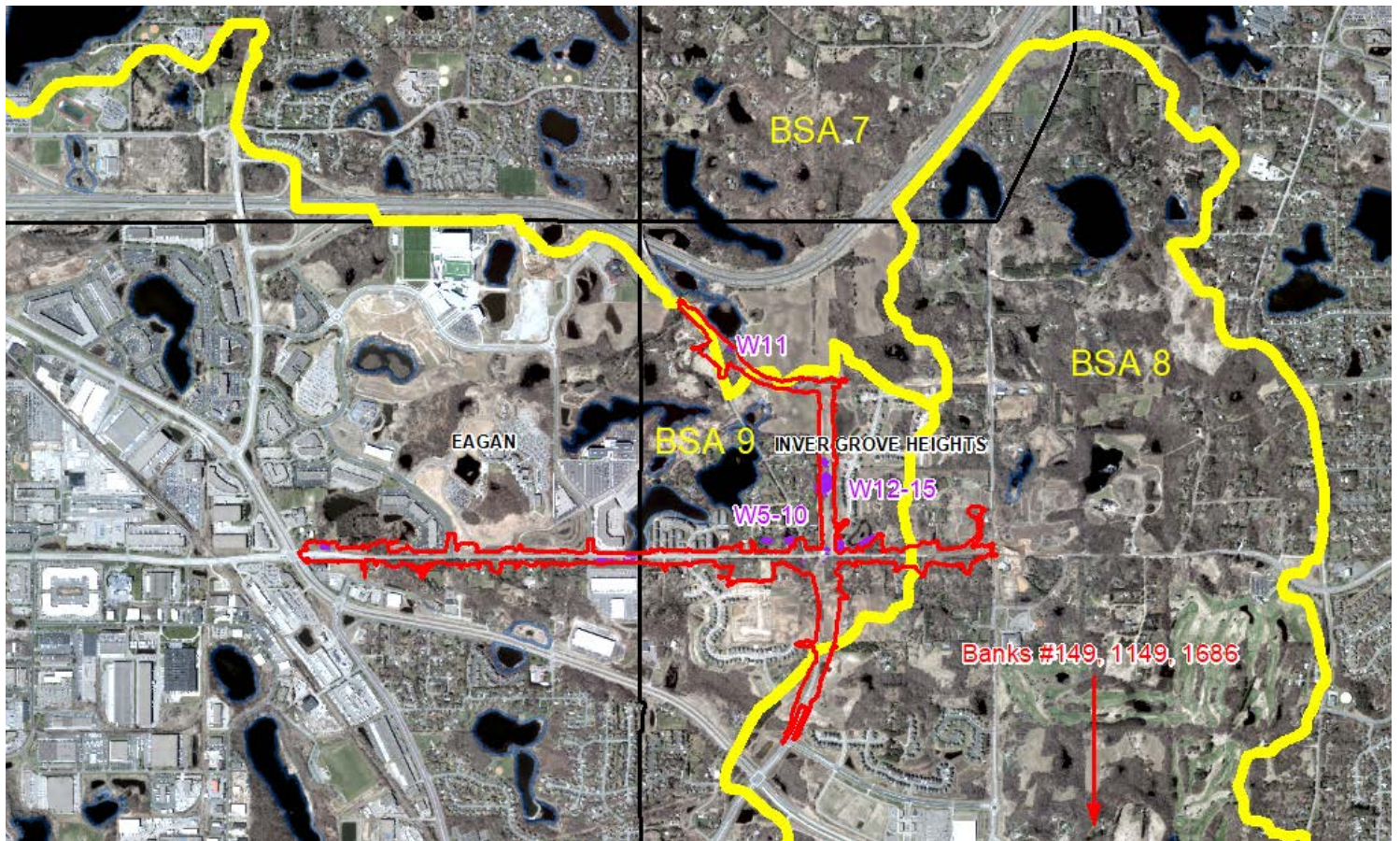
Summary/Recommendation

This project is complicated under WCA Rule due to the fact that of the 8 BSA's identified for the entire State of Minnesota, wetland impacts are occurring in two and the applicant's proposed wetland replacement is occurring in a third. In this case, even though the applicant is replacing wetlands with the same County (Dakota) and less than 20 miles away, no flexibility is provided within WCA Rule and the applicant is required to replace wetlands at a 2.5:1 ratio if they use their established wetland banks.

The SWCD supports approval of the Wetland Replacement Plan application to include 1.54 acre of wetland impact and the use of 3.85 acre (2.5:1 ratio) of wetland bank credits from accounts #149, #1149, and #1686 all of which are located within Dakota County and BSA 8. The 0.76 acres of wetland impact determined to be applicable to road safety issues and BWSRs Local Road Replacement Program is not addressed under this decision.

Upon approval by City Council, the Notice of Decision form and the wetland bank transaction form will need to be coordinated and processed by City and SWCD.

Figure 1. CSAH 26 Project Area (red) and Bank Service Area divide (yellow) and impacted wetlands (purple)





Environmental Commission Staff Report

TITLE: Consider recommending City Council approval of the Wetland Replacement Plan submitted by Dakota County for CSAH 26 Reconstruction

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 28, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Ally Sutherland, 651-604-8511	Budget amendment requested	
Prepared by:	Ally Sutherland	FTE included in current complement	
Reviewed by:	Allan Hunting	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Review the Wetland Conservation Act (WCA) Technical Evaluation Panel's (TEP) review of the Wetland Replacement Plan submitted by Dakota County and consider recommending City Council approval.

PROJECT BACKGROUND:

Dakota County and the Cities of Inver Grove Heights and Eagan are proposing to expand approximately 2 miles of County Road (CR) 26 (Lone Oak Road in Eagan, 70th Street in Inver Grove Heights) from Trunk Highway (TH) 55 to TH 3 from an existing two-lane roadway rural section to a four-lane divided (urban) highway. CR 63 (Argenta Trail) will be reconstructed from Amana Trail north to 65th Street and from 65th Street to old Argenta Trail (CR 63) to the north of CR 26. The County Road 63 construction will be on new alignment and include two lanes, stormwater infrastructure and trails on both sides of the roadway. A new roundabout will be constructed at CR 26 and the realigned CR 63.

The project purpose is to improve vehicle mobility, vehicle safety, and enhance walkability/bikeability along CSAH 26 and CSAH 63. The roadway will include turn lanes, improved stormwater management infrastructure, multi-use trails on both sides of the roadway, and access management of residential driveways and city streets. Construction is expected to take place from August 2021 to 2023.

The preliminary site plan, stormwater management plan and grading plan have been reviewed by City staff, and by the Planning Commission and City Council during the public

review process. The Wetland Replacement Plan will be brought to the City Council for review and approval along with the final development plans for the proposed project.

PROPOSED WETLAND REPLACEMENT PLAN:

Under WCA Rule, wetland impacts associated with road safety improvements are mitigated by the State of Minnesota through their Local Road Wetland Replacement Program (LRWRP). These impacts do not require local city approvals. Wetland impacts for new roads and infrastructure that do not fall under this road safety provision need to be replaced by the applicant. The proposed Wetland Replacement Plan includes 0.76 acres of replacement through LRWRP and 1.54 acres by Dakota County. The overview of wetlands on the IGH portion of the site, proposed impacts and proposed mitigation are indicated in the table.

Wetland #	Existing Size	Proposed Impact	Proposed Mitigation
Wetland 5	0.03 acres	0.03 acres	Local Road Wetland Replacement Program
Wetland 6	0.01 acres	0.01 acres	Incidental. Not regulated under WCA and no mitigation is required
Wetland 7	0.25 acres	No impact	N/A
Wetland 8	0.32 acres	No impact	N/A
Wetland 9	0.01 acres	0.01 acres	Local Road Wetland Replacement Program
Wetland 10	0.43 acres	155 sq ft	Local Road Wetland Replacement Program
Wetland 11	0.10 acres	0.10 acres	0.25 acres (2.5:1 ratio) of wetland bank credits purchased from Wetland Bank Service Area #8 in Dakota County.
Wetland 12	0.04 acres	0.04 acres	0.1 acres (2.5:1 ratio) of wetland bank credits purchased from Wetland Bank Service Area #8 in Dakota County.
Wetland 13	0.26 acres	0.26 acres	Incidental. Not regulated under WCA and no mitigation is required
Wetland 14	1.40 acres	1.40 acres	3.5 acres (2.5:1 ratio) of wetland bank credits purchased from Wetland Bank Service Area #8 in Dakota County.
Wetland 15	0.01 acres	0.01 acres	Incidental. Not regulated under WCA and no mitigation is required

Stormwater Pond 2	0.07 acres	0.07 acres	Incidental. Not regulated under WCA and no mitigation is required
Stormwater Pond 3	0.29 acres	368 sq ft	Incidental. Not regulated under WCA and no mitigation is required
TOTAL	3.22 acres	1.54 acres (WCA Regulated Impact from applicant)	3.85 acres (WCA Wetland Bank Credits purchased by applicant)

TECHNICAL EVALUATION PANEL (TEP) RECOMMENDATION:

The Wetland Replacement Plan application was noticed on December 4, 2020 and the comment period ended on December 30, 2020. The application was reviewed by TEP, including the Board of Soil and Water (BWSR), Soil and Water Conservation District (SWCD), and SWCD on behalf of the City. The TEP determined the proposed Wetland Replacement Plan meets all Wetland Conversation Act rules and guidelines defined by MN Rule Chapter 8420, including the following:

- The application demonstrates the purpose of the project can only be reasonably achieved by permanently impacting wetland(s) and replacing them.
- The applicant has shown they have taken reasonable steps to avoid wetland impacts and/or designed the project in a way that minimizes or reduces impacts on remaining wetlands after project implementation.
- Mitigation is proposed for replacement within the same minor, major, or service bank areas for a 2:1 ratio, or at a different ratio required by Board of Soil and Water Resources.

The TEP has no objection to the proposed wetland impacts and recommends approval of the Wetland Replacement Plan as submitted by the applicant.

Attachments: SWCD Review Memo

Wetland Permit Application

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: Dakota County, John Sass

Mailing Address: 14955 Galaxie Avenue, Apple Valley, MN

Phone: 952-891-7130

E-mail Address: john.sass@co.dakota.mn.us

Agent Name: Kimley-Horn, Aaron Stolte

Mailing Address: 767 Eustis Street, Suite 100, St. Paul, MN 55904

Phone: 612-326-9510

E-mail Address: aaron.stolte@kimley-horn.com

PART TWO: Site Location Information

County: Dakota County

City/Township: Eagan/Inver Grove Heights

Parcel ID and/or Address: CSAH 26 from TH 55 to TH 3

Legal Description (Section, Township, Range): Section 1 of Township 27N, Range 23W and Sections 6, 7, and 12 of Township 27N, Range 22W

Attach a map showing the location of the site in relation to local streets, roads, highways.

Approximate size of site (acres) or if a linear project, length (feet): 2.12 miles

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted **prior to** this application then describe that here and provide the Corps of Engineers project number.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

Project Description:

Dakota County and the Cities of Inver Grove Heights and Eagan are proposing to expand approximately 2 miles of County Road (CR) 26 (Lone Oak Road in Eagan, 70th Street in Inver Grove Heights) from Trunk Highway (TH) 55 to TH 3 from an existing two-lane roadway rural section to a four-lane divided (urban) highway. The roadway will include turn lanes, improved stormwater management infrastructure, multi-use trails on both sides of the roadway, and access management of residential driveways and city streets. CR 63 (Argenta Trail) will be reconstructed from Amana Trail north to 65th Street and from 65th Street to old Argenta Trail (CR 63) to the north of CR 26. The County Road 63 construction will be on new alignment and include two lanes,

stormwater infrastructure and trails on both sides of the roadway. A new roundabout will be constructed at CR 26 and the realigned CR 63.

The site investigation and delineation occurred on October 2, 2017, September 25, 2019, and September 27, 2019 and included all areas within approximately 75 feet of centerline along CSAH 26 between TH 55/TH 149 and TH 3 (Robert Trail) and additional areas required for potential tie ins and stormwater management. During the 2017 delineation, 15 areas were investigated, 6 of which were delineated as wetland and 3 of which were delineated as stormwater ponds. During the 2019 delineation, 12 areas were investigated, 9 of which were delineated as wetland. The delineation was approved by the City of Eagan and Inver Grove Heights in July 2020.

Jurisdictional Status of Resources:

Two Notice of Decisions (NOD) were issued for the project, the City of Eagan on 7/16/2020 and the City of Inver Grove Heights on 7/17/2020. The NODs approved wetland boundaries and types approval as well as noted aquatic resources that are not anticipated to be regulated under the Wetland Conservation Act (WCA). NODs are included in **Appendix A**. Additionally, an Approved Jurisdictional Determination (AJD) was received (11/4/2020) for all resources with the exception of Wetland 14 which was determined to be non-jurisdictional in a letter from the Corps on 3/17/2017 (see **Appendix A**); *therefore, no Corps approval is required for this project*. Table 1 lists the aquatic resource IDs and regulatory/jurisdictional status known on the date of this application submittal.

Table 1: Aquatic Resource Regulatory/Jurisdictional Statuses

Aquatic Resource ID	WCA Regulatory Status (per NODs in Appendix A)	USACE Jurisdictional Status
1	Incidental (NOD dated 7/16/20)	Non-Jurisdictional (11/4/2020)
2	Regulated	Non-Jurisdictional (11/4/2020)
3	Regulated	Non-Jurisdictional (11/4/2020)
4a	Regulated	Non-Jurisdictional (11/4/2020)
4b	Regulated	Non-Jurisdictional (11/4/2020)
PWI #256W	Regulated	Non-Jurisdictional (11/4/2020)
5	Regulated	Non-Jurisdictional (11/4/2020)
6	Incidental (NOD dated 7/17/20)	Non-Jurisdictional (11/4/2020)
7	Regulated	Non-Jurisdictional (11/4/2020)
8	Regulated	Non-Jurisdictional (11/4/2020)
9	Regulated	Non-Jurisdictional (11/4/2020)
10	Regulated	Non-Jurisdictional (11/4/2020)
11	Regulated	Non-Jurisdictional (11/4/2020)
12	Regulated	Non-Jurisdictional (11/4/2020)
13	Incidental (NOD dated 7/17/20)	Non-Jurisdictional (11/4/2020)
14	Regulated	Non-Jurisdictional letter dated 3/17/2017)
15	Incidental (NOD dated 7/17/20)	Non-Jurisdictional (11/4/2020)
Stormwater Pond 1	Incidental (NOD dated 7/16/20)	Non-Jurisdictional (11/4/2020)
Stormwater Pond 2	Incidental (NOD dated 7/17/20)	Non-Jurisdictional (11/4/2020)
Stormwater Pond 3	Incidental (NOD dated 7/17/20)	Non-Jurisdictional (11/4/2020)

Project Purpose:

The project purpose is to improve vehicle mobility, vehicle safety, and enhance walkability/bikeability along CSAH 26 and CSAH 63.

Project Need:

Vehicle Mobility

CSAH 26 between TH 55 and TH 3 and CSAH 63 between TH 55 and 65th Street are currently two-lane rural highways. The existing Annual Average Daily Traffic (AADT) along CSAH 26 ranges between 6,500 east of CSAH 63 to 7,600 west of CSAH 63. The existing AADT along CSAH 63 ranges from 4,500 (vehicles per day) north of CSAH 26 to 6,500 south of CSAH 26. According to a Traffic Analysis report conducted for the project (available upon request), traffic is projected to grow substantially as development in the surrounding area continues. Specifically, growth between 150 and 270% is expected by 2040, which assumes a full build out of the planned land use in the project area. The volume forecasts generally result in an annual growth

rate of approximately four percent along CSAH 26 and CSAH 63. Table 2 shows existing and future traffic volumes and anticipated growth by road segment.

Table 2: Future Year ADT Forecasts

Count Location	Daily Traffic Volumes (vehicles/day)		Percent Growth
	Existing AADT	2040 Forecast ADT	
CSAH 26, West of CSAH 63	7,600	19,000	250%
CSAH 26, East of CSAH 63	6,500	17,600	270%
CSAH 63, North of CSAH 26	4,500	8,300	185%
CSAH 63, South of CSAH 26	6,500	10,000	150%

A traffic operation analysis was performed to assess the effect of forecasted traffic volumes on the existing roadway network. The results of the operational analysis, included in Table 3, revealed that several intersections along CSAH 26, specifically Lone Oak Road, Ames Crossing Drive, and CSAH 63, are expected to operate at a level of service (LOS) D or worse during peak travel times by 2040. The intersections will experience delay times of over 100 seconds per vehicle for some movements during peak travel times.

Table 3: 2040 Capacity Analysis Summary (AM/PM Peak Hour)

Intersection	Control	Movement	AM PEAK HOUR		PM PEAK HOUR	
			2040		2040	
			Delay (s/veh)	LOS	Delay (s/veh)	LOS
CSAH 26 & Lone Oak Road	Two-Way Stop Control	EBL	100+	F	3.8	A
		SBL	100+	F	100+	F
		SBR	7.0	A	100+	F
CSAH 26 & Ames Crossing Drive	Two-Way Stop Control	EBL	33.8	D	4.8	A
		WBL	4.1	A	7.4	A
		NBL	100+	F	45.7	E
		NBR	49.3	E	19.7	C
		SBL	100+	F	100+	F
		SBR	7.7	A	100+	F
CSAH 26 & CSAH 63	All-Way Stop Control	Overall	100+	F	100+	F

Vehicle Safety:

Table 4 provides a summary of crashes for the roadway segments along CSAH 26 and CSAH 63 based on ten years of data from MnDOT's Crash Mapping Analysis Tool and includes the total number of crashes (categorized by severity type), observed crash rates, statewide average and critical crash rates, and the critical index. Based on a review of the crash data, the segment of CSAH 63 north of CSAH 26 has a demonstrated safety issue, with a critical index of 1.57. The segment of CSAH 63 south of CSAH 26 has a crash rate above the statewide average and is close to exceeding the critical crash rate (critical index of 0.93). More than half of the crashes along CSAH 63 involved vehicles running off the road, which can be attributed to a combination of a non-standard profiles and narrow shoulders for the roadway speed. A crash map is available upon request. Generally, an intersection should be reviewed for safety improvements if the crash rate is greater than the critical crash rate or if the critical index is above 1.00.

Table 4: Segment Crash Summary

Roadway Segment	Total Number of Crashes	Crash Type ¹					Observed Crash Rate (crashes/MVM)	Statewide Average Crash Rate ² (crashes/MVM)	Critical Crash Rate	Critical Index ³
		PD	C	B	A	K				
CSAH 26, West of Lone Oak Drive	4	4	0	0	0	0	0.65	0.57	1.44	0.45
CSAH 26, Lone Oak Drive to Ames Crossing Road	2	0	0	1	0	1	0.20	0.57	1.24	0.16
CSAH 26, Ames Crossing Road to CSAH 63	3	1	1	0	1	0	0.19	0.57	1.10	0.17
CSAH 26, East of CSAH 63	1	1	0	0	0	0	0.08	0.57	1.15	0.07
CSAH 63, North of CSAH 26	9	5	2	1	1	0	2.11	0.42	1.34	1.57
CSAH 63, South of CSAH 26	8	5	3	0	0	0	0.99	0.42	1.07	0.93

Walkability/bikeability:

There is a lack of continuous pedestrian and bicycle facilities along CSAH 26 and CSAH 63. Bicyclists and pedestrians lack reasonable connections between Eagan and Inver Grove Heights. Both roadways have narrow shoulders, approximately 0 to 2 feet, steep slopes, and a maximum speed limit that reaches up to 50 miles per hour (mph). The narrow shoulders and high-speed limit create safety concerns for multimodal users of the corridor.

Bicyclists and pedestrians lack reasonable connections between Eagan and Inver Grove Heights. The only existing trail in the corridor is privately-owned and runs adjacent to the north side of CSAH 26. There are trail facilities in proximity to the project, but none are located within the corridor. Trails were constructed adjacent to the corridor on the west side of Lone Oak Drive, both sides of Ames Crossing Road, along the north side of 65th Street, and associated with the Blackstone Ponds development. According to the Dakota County 2040 Comprehensive Plan, CSAH 26 and CSAH 63 currently represent a medium priority county highway bicycle gap meaning there are locations that lack sidewalk or a shared use trail. Comprehensive plans for Dakota County, Inver Grove Heights, and Eagan propose expanding trails and sidewalks within the project limits. One of those proposed trails is the Mendota Lebanon Hills Trail, a regional trail that would cross CSAH 26 east of Archer Trail.

Additional Considerations:

In addition to the safety considerations listed above, there are a number of additional considerations influencing the project development:

- There are a number of environmental resources within the corridor that should be avoided and/or minimized to the extent possible (e.g. wetlands and endangered species). These impacts should also be considered as the alternatives are evaluated.
- Impervious surface will increase if traffic lanes are added and new runoff generated will need to be managed per local and state requirements.
- Minimize property acquisitions

Proposed Impacts:

A total of 3.06 acres of wetland impacts are proposed are part of this project. All wetland impacts are anticipated to be permanent, resulting from roadway fill, culvert installations (i.e. new pipes/aprons, riprap placement), or stormwater BMP expansion. As discussed above, a number of these wetlands are not anticipated to require mitigation, specifically those listed in Table 6 below. The remaining 2.30 acres of impact, listed in Table 5 below, are anticipated to require mitigation. Specific impacts to regulated resources are described below and shown in **Appendix B**.

1 Crash types by category: PD = property damage, C = possible injury, B = non-incapacitating injury, A = Incapacitating injury, K = fatal

2 Source: MnDOT 2015 Segment Green Sheet, Urban 2-lane section.

3 A Critical Index above 1.0 indicates a crash rate that is above the statewide average for similar intersections at a statistically significant level.

- The proposed road expansion of CSAH26 will impact regulated wetlands 2, 3, 4a, 4b, PWI#256W, 5, and 9 for a total of 0.73 acres of impact.
- The proposed realignment of CSAH 63 will impact regulated wetlands 11, 12, and 14 for a total of 1.54 acres of impact.
- A new outfall will be installed at Wetland 10 as part of the proposed stormwater management system, this will affect 155 square feet.

Typical sections and representative cross-sections showing wetland impacts are included in Attachment C.

Construction Methods:

Construction means and methods are determined by the Contractor. We would however anticipate standard roadway construction methods being completed for this project. Standard excavating and earth moving construction equipment will be necessary to construct the roadways to the new profile grades that are proposed. Hauling of dirt from different locations on the project to another will be frequent due to the proposed changes in grade across different areas of the project. Construction will be under full closure of the section being worked on in all three construction years. Detour routes have been identified and will be finalized as the project progressing to final plans. Construction will be in 2021, 2022 and 2023. The 2021 season will short (start date of August).

Other considerations:

State Environmental Review:

The project meets the mandatory EAW thresholds under Minnesota Rules, Part 4410.4300, Subp. 22; but does not have potential for significant environmental effects. A completed EAW has been prepared in accordance with Minnesota Rules 4410. The EAW was published and made available for comment on May 4th, 2020 with comments being accepted until June 3rd, 2020. In a Dakota County Board of Commissioners Meeting on July 14, 2020, the County adopted Findings of Fact and Conclusion document for the EAW and authorized the distribution of a Negative Declaration for an Environmental Impact Statement. This information is available upon request.

PART FOUR: Aquatic Resource Impact⁴ Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Table 5: Aquatic Resource Impacts in which Compensatory Mitigation *is* Anticipated to be Required.

Aquatic Resource ID (as noted on overhead view)	Aquatic Resource Type (wetland, lake, tributary etc.)	Type of Impact (fill, excavate, drain, or remove vegetation)	Duration of Impact Permanent (P) or Temporary (T) ¹	Size of Impact ²	Overall Size of Aquatic Resource ³	Existing Plant Community Type(s) in Impact Area ⁴	County, Major Watershed #, and Bank Service Area # of Impact Area ⁵
2	wetland	fill	P	0.38	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
3	wetland	fill	P	0.13	N/A	2/Fresh (Wet) Meadow	Dakota, MW #33, BSA #9
4a	wetland	fill	P	0.02	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
4b	wetland	fill	P	0.02	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
PWI #256W	wetland	fill	P	0.17	N/A	5/Shallow Open Water	Dakota, MW #33, BSA #9
5	wetland	fill	P	0.03	N/A	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
9	wetland	fill	P	0.01	N/A	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
10	wetland	fill	P	155 square feet	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
11	wetland	fill	P	0.10	N/A	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
12	wetland	fill	P	0.04	N/A	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
14	wetland	fill	P	1.40	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9

¹If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".

²Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).

³This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".

⁴Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

⁵Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

⁴ The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.

Table 6: Aquatic Resource Impacts in which Compensatory Mitigation *is not* Anticipated to be Required.

Aquatic Resource ID (as noted on overhead view)	Aquatic Resource Type (wetland, lake, tributary etc.)	Type of Impact (fill, excavate, drain, or remove vegetation)	Duration of Impact Permanent (P) or Temporary (T) ¹	Size of Impact ²	Overall Size of Aquatic Resource ³	Existing Plant Community Type(s) in Impact Area ⁴	County, Major Watershed #, and Bank Service Area # of Impact Area ⁵
1	wetland	fill	P	0.18	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
6	wetland	fill	P	0.01	N/A	2/Fresh (Wet) Meadow	Dakota, MW #33, BSA #9
13	wetland	fill	P	0.26	N/A	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
15	wetland	fill	P	0.01	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
Stormwater Pond 1	wetland	fill	P	0.22	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
Stormwater Pond 2	wetland	fill	P	0.07	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9
Stormwater Pond 3	wetland	fill	P	368 square feet	N/A	3/Shallow Marsh	Dakota, MW #33, BSA #9

¹If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".

²Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).

³This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".

⁴Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

⁵Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

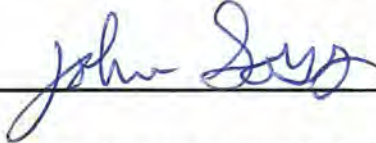
If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

None to date

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature:  Date: 11/24/2020

I hereby authorize Kimley-Horn to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

Attachment C

Avoidance and Minimization

Project Purpose, Need, and Requirements. Clearly state the purpose of your project and need for your project. Also include a description of any specific requirements of the project as they relate to project location, project footprint, water management, and any other applicable requirements. Attach an overhead plan sheet showing all relevant features of the project (buildings, roads, etc.), aquatic resource features (impact areas as noted) and construction details (grading plans, storm water management plans, etc.), referencing these as necessary:

Project Description:

Dakota County and the Cities of Inver Grove Heights and Eagan are proposing to expand approximately 2 miles of County Road (CR) 26 (Lone Oak Road in Eagan, 70th Street in Inver Grove Heights) from Trunk Highway (TH) 55 to TH 3 from an existing two-lane roadway rural section to a four-lane divided (urban) highway. Full project description is provided above.

Project Purpose:

The project purpose is to improve vehicle mobility, vehicle safety, and enhance walkability/bikeability along CSAH 26 and CSAH 63.

Project Need:

The corridor issues include forecasted congestion, crash problems, and lack of ped/bike infrastructure.

Roadway Design Criteria:

This project is being designed to meet minimum design standards for principal arterial roadways. This includes:

- 12-foot travel lane width
- 8 to 10-foot shoulder widths
- 10-foot trail width – 8 foot is required but 10 feet is consistent with other regional trail facilities
- Spacing between full access intersections of at least ½ mile

Avoidance. Both the CWA and the WCA require that impacts to aquatic resources be avoided if practicable alternatives exist. Clearly describe all on-site measures considered to avoid impacts to aquatic resources and discuss at least two project alternatives that avoid all impacts to aquatic resources on the site. These alternatives may include alternative site plans, alternate sites, and/or not doing the project. Alternatives should be feasible and prudent (see MN Rules 8420.0520 Subp. 2 C). Applicants are encouraged to attach drawings and plans to support their analysis:

No-Build Alternative:

The no-build alternative would do nothing, leaving the roadway geometry as a two-lane rural road section. Growth of the surrounding area will lead to mobility issues under future traffic forecasts. The No-Build condition would not require any new right-of-way acquisitions. This alternative is not feasible as it does not provide accommodations for multi-modal mobility and does not improve safety, traffic operations, or infrastructure within the project area. The No-Build would avoid all wetland impacts; however, it does not address the purpose and needs for the project; therefore, it was rejected as a viable alternative.

Alignment Shift for CSAH 26 (north or south):

Shifting the roadway alignment to the north or south was evaluated. Considering the wetlands are located on both sides of the roadway, neither shift would result in a reduction of wetland impacts. Additionally, shifting the roadway either north or south would result in more right-of-way acquisition from the adjacent land owners.

CSAH 63 Alignment Reconstruction:

Dakota County, MnDOT, and the Cities of Inver Grove Heights, Eagan, Sunfish Lake, and Mendota Heights completed the Regional Roadway Visioning Study (available upon request) in 2010 to identify long-term roadway system visioning for the project area. The result of the study included a future interchange at I-494 with CSAH 63 to be located approximately one-half mile east of the existing Argenta Trail overpass of I-494.

In 2015, Dakota County and the City of Inver Grove Heights took this study further as it relates to the existing alignment of CSAH 63 in the Argenta Trail (CSAH 63) Realignment Study. The intent of the study was to identify a preferred alignment for a 200-foot right-of-way corridor needed for a CSAH 63, provide guidance to local residents, currently planned development, and

future development within the City's Northwest Area, and coordinate the alignment with the South Argenta Trail project between TH 55 and CSAH 26 (completed in 2019).

The 2015 study analyzed six preliminary design alternatives, including a "No Build" alternative, under the following evaluation criteria:

- Roadway Operations and Safety
- Impacts to Northwest Area Stormwater Basins
- Right-of-Way Acquisition and Property Impacts
- Impacts to Private Utilities (Xcel Transmission Lines)
- Earthwork Volume
- Total Cost Differential

The following design alternatives (exhibits showing these alternatives are available upon request) were considered for this roadway segment:

- Alignment 1: The proposed CSAH 63 right-of-way (ROW) would be placed adjacent to the west side of an Xcel Energy transmission line and Blackstone Ridge residential development (which was in the planning phases during the time of this study). The eastern edge of the proposed ROW would be located on the property line that separates the existing neighborhood north of CSAH 26 and the planned Blackstone Ridge development. This proposed ROW would be located completely within an existing neighborhood of single-family residences.
- Alignment 2: The proposed CSAH 63 ROW would be centered on the west side of the Xcel transmission line and Blackstone Ridge residential development. This would require the relocation of the existing Xcel transmission lines to the west side of the proposed ROW.
- Alignment 3: The proposed CSAH 63 ROW would be placed on the west side of the Blackstone Ridge residential development. This alignment would require the relocation of the existing Xcel transmission lines to the west side of the proposed ROW.
- Alignment 3A: The proposed CSAH 63 ROW would be placed on the western side of the Blackstone Ridge residential development, but east of the Xcel transmission easement. This alignment would require the relocation of the existing Xcel transmission lines south of CSAH 26, but no impacts would be anticipated north of CSAH 26.
- Alignment 4: The proposed CSAH 63 ROW would be placed east of the existing neighborhood, Xcel transmission lines, and stormwater basins which would be impacted in Alignments 1 – 3.
- Alignment 5: The proposed CSAH 63 ROW would be placed as far east as possible to limit impacts to both the Blackstone Ridge residential development and existing neighborhood north of CSAH 26. This alignment would be placed approximately 950 feet east of the property line that separates the existing neighborhood north of CSAH 26 and the planned Blackstone Ridge development. This alternative would also require less desirable reverse curves and intersection alignments than Alignments 1 – 4.
- A 'no-build' alignment was developed to understand impacts that would occur along CSAH 63 if it was not expanded to accommodate future traffic growth within the project area. This option was inconsistent with the City of Inver Grove Heights' Comprehensive Plan and the Regional Roadway System Visioning Study, which was adopted by the cities of Inver Grove Heights, Eagan, Mendota Heights, Sunfish Lake, and Dakota County. Therefore, this alternative was not recommended for further consideration.

An evaluation of each of the CSAH 63 alignment alternative's ability to meet project goals is included in Attachment D. In summary, Alignment 3A was chosen as the recommended alternative and was incorporated into alternatives considered for this proposed project because it provided a preferable direct alignment from TH 55 to I-494, requires minimal roadway curvature, maintains 90 degree intersections at collector street intersections, and balances impacts to existing transmission lines and properties. The conclusion of the study was to dedicate right-of-way for the new CSAH 63 alignment which is being constructed as part of this project.

Minimization. Both the CWA and the WCA require that all unavoidable impacts to aquatic resources be minimized to the greatest extent practicable. Discuss all features of the proposed project that have been modified to minimize the impacts to water resources (see MN Rules 8420.0520 Subp. 4):

The following minimization measures have been taken to reduce wetland impacts:

- All stormwater BMPs have been located and designed to avoid wetland impacts; additionally, all project runoff would be treated before discharging to wetlands
- In order to reduce impacts to Wetland 4a, 4b, and to PWI #256W, a retaining wall will be constructed.

Off-Site Alternatives. An off-site alternatives analysis is not required for all permit applications. If you know that your proposal will require an individual permit (standard permit or letter of permission) from the U.S. Army Corps of Engineers, you may be required to provide an off-site alternatives analysis. The alternatives analysis is not required for a complete application but must be provided during the review process in order for the Corps to complete the evaluation of your application and reach a final decision. Applicants with questions about when an off-site alternatives analysis is required should contact their Corps Project Manager.

Alternatives for the CSAH 63 alignment are discussed above. No off-site alternatives were evaluated as it pertains to CSAH 26; therefore, Dakota County is not required to evaluate more than one alternative for this portion of the project (8420.0520 Subpart 3, C (1)). Off-site alternatives would also not be feasible as this is a road improvement project that follows the existing roadway alignment.

Attachment D

Replacement/Compensatory Mitigation

Complete this part *if* your application involves wetland replacement/compensatory mitigation not associated with the local road wetland replacement program. Applicants should consult Corps mitigation guidelines and WCA rules for requirements.

Replacement/Compensatory Mitigation via Wetland Banking. Complete this section if you are proposing to use credits from an existing wetland bank (with an account number in the State wetland banking system) for all or part of your replacement/compensatory mitigation requirements.

Wetland Bank Account #	County	Major Watershed #	Bank Service Area #	Credit Type (if applicable)	Number of Credits
149	Dakota	33	9		1.01
1149	Dakota	33	9		0.21
1686	Dakota	33	9		1.86

Applicants should attach documentation indicating that they have contacted the wetland bank account owner and reached at least a tentative agreement to utilize the identified credits for the project. This documentation could be a signed purchase agreement, signed application for withdrawal of credits or some other correspondence indicating an agreement between the applicant and the bank owner. *However, applicants are advised not to enter into a binding agreement to purchase credits until the mitigation plan is approved by the Corps and LGU.*

By signature below, the applicant attests to the following (only required if application involves project-specific/permittee responsible replacement):

- All proposed replacement wetlands were not:
 - Previously restored or created under a prior approved replacement plan or permit
 - Drained or filled under an exemption during the previous 10 years
 - Restored with financial assistance from public conservation programs
 - Restored using private funds, other than landowner funds, unless the funds are paid back with interest to the individual or organization that funded the restoration and the individual or organization notifies the local government unit in writing that the restored wetland may be considered for replacement.
- The wetland will be replaced before or concurrent with the actual draining or filling of a wetland.
- An irrevocable bank letter of credit, performance bond, or other acceptable security will be provided to guarantee successful completion of the wetland replacement.
- Within 30 days of either receiving approval of this application or beginning work on the project, I will record the Declaration of Restrictions and Covenants on the deed for the property on which the replacement wetland(s) will be located and submit proof of such recording to the LGU and the Corps.

Applicant or Representative:

Title:

Signature: _____

Date:

Attachment E

Local Road Replacement Program Qualification

Complete this part *if* you are a local road authority (county highway department, city transportation department, etc.) seeking verification that your project (or a portion of your project) qualifies for the MN Local Government Road Wetland Replacement Program (LGRWRP). If portions of your project are not eligible for the LGRWRP, then Attachment D should be completed and attached to your application.

Discuss how your project is a repair, rehabilitation, reconstruction, or replacement of a currently serviceable road to meet state/federal design or safety standards/requirements. Applicants should identify the specific road deficiencies and how the project will rectify them. Attach supporting documents and information as applicable:

A component of this project is the reconstruction of an existing roadway, CSAH 26, to improve safety by managing the number of accesses and conflict points, adding turn lanes, realigning some intersections to improve spacing, providing paved shoulders, and adding multi-use trails on both sides of the road. Existing Average Annual Daily Traffic (AADT) ranges from 6,500 vehicles per day (vpd) to 7,600 vpd. Between 2008 and 2015 there were 10 reported crashes along roadway segments of CSAH 26 between TH 55 and TH 3, a large portion of which are run-off-road crashes, and an additional 19 crashes at intersections.

The preferred alternative would satisfy the purpose and needs of the project by adding additional capacity, improving mobility and safety, and providing bike/pedestrian connections. Operational deficiencies will be corrected through implementation of the preferred alternative by adding additional lanes, adding a roundabout, and modifying access points. Safety is anticipated to improve by constructing medians, paving and widening shoulders, and multi-use trails. By providing multimodal connectivity, the project will address the county highway bicycle gap along CSAH 26 and CSAH 63. Additional safety enhancements include intersection and roundabout lighting, curb ramps with detectable warnings, and a new grade-separated trail crossing for the planned expansion of the Mendota Lebanon Hills Trail underneath CSAH 26.

Based on the Crash Modification Factor study (*Evaluation of the Safety Effectiveness of the Conversion of Two-Lane Roadways to Four-Lane Divided Roadways: Bayesian vs. Empirical Bayes, January 2015*), it is anticipated that corridor related crashes would reduce by 65% when adding an additional through lane and raised concrete median. Additionally, based on the Crash Modification Factor study (*Impact of Shoulder Width and Median Width on Safety, 2009*), it is anticipated that widening shoulders from 3 feet to 8 feet would reduce crashes by 29%. A combination of improving sight distances and widening shoulders is anticipated to improve the conditions that lead to run-off-road crash types.

Provide a map, plan, and/or aerial photograph accurately depicting wetland boundaries within the project area. Attach associated delineation/determination report or otherwise explain the method(s) used to identify and delineate wetlands. Also attach and discuss any type of review or approval of wetland boundaries or other aspects of the project by a member or members of the local Technical Evaluation Panel (TEP) or Corps of Engineers:

The site investigation and delineation occurred on October 2, 2017, September 25, 2019, and September 27, 2019 and included 15 wetlands and three stormwater ponds which are shown in **Appendix B**. Two Notice of Decisions (NOD) were issued for the project, the City of Eagan on 7/16/2020 and the City of Inver Grove Heights on 7/17/2020. The NODs approved wetland boundaries and types approval as well as noted aquatic resources that are not anticipated to be regulated under the Wetland Conservation Act (WCA). NODs are included in **Appendix A**.

In the table below, identify only the wetland impacts from Part 4 that the road authority has determined should qualify for the LGRWRP.

Wetland Impact ID (as noted on overhead view)	Type of Impact (fill, excavate, drain)	Size of Impact (square feet or acres to 0.01)	Existing Plant Community Type(s) in Impact Area ¹	County, Major Watershed #, and Bank Service Area # of Impact ²
2	fill	0.38	3/Shallow Marsh	Dakota, MW #33, BSA #9
3	fill	0.13	2/Fresh (Wet) Meadow	Dakota, MW #33, BSA #9
4a	fill	0.02	3/Shallow Marsh	Dakota, MW #33, BSA #9
4b	fill	0.02	3/Shallow Marsh	Dakota, MW #33, BSA #9
PWI #256W	fill	0.17	5/Shallow Open Water	Dakota, MW #33, BSA #9
5	fill	0.03	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
9	fill	0.01	1/Seasonally Flooded Basin	Dakota, MW #33, BSA #9
10	fill	155 square feet	3/Shallow Marsh	Dakota, MW #33, BSA #9

¹Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.

²Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

Discuss the feasibility of providing onsite compensatory mitigation/replacement for important site-specific wetland functions:

Due to the linear roadway corridor, and the limited amount of additional ROW, it is not feasible to construct onsite mitigation and have a high success rate. Due to the relative small size of mitigation required, the USACE does not recommend mitigation sites less than 5 acres as these small sites have a low success rate (vegetation and hydrology establishment). There is a limited opportunity for onsite replacement within the existing and proposed ROW; therefore, the use of wetland mitigation bank credits is proposed.

Please note that under the MN Wetland Conservation Act, projects with less than 10,000 square feet of wetland impact are allowed to commence prior to submission of this notification so long as the notification is submitted within 30 days of the impact. The Clean Water Act has no such provision and requires that permits be obtained prior to any regulated discharges into water of the United States. To avoid potential unauthorized activities, road authorities must, at a minimum, provide a complete application to the Corps and receive a permit prior to commencing work.

By signature below, the road authority attests that they have followed the process in MN Rules 8420.0544 and have determined that the wetland impacts identified in Part 4 are eligible for the MN Local Government Road Wetland Replacement Program.

Road Authority Representative:

Title:

Signature:

Date: 11/24/2020



Technical Evaluation Panel Concurrence:

Project Name and/or Number: *CSAH 26 and CSAH63 Improvements Project*

TEP member:

Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____

Date:

TEP member:

Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____

Date:

TEP member:

Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____

Date:

TEP member:

Representing:

Concur with road authority's determination of qualification for the local road wetland replacement program? ☐ Yes ☐ No

Signature: _____

Date:

Upon approval and signature by the TEP, application must be sent to: **Wetland Bank Administration**
Minnesota Board of Water & Soil Resources
520 Lafayette Road North
Saint Paul, MN 55155

APPENDIX A: WETLAND DOCUMENTATION



DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF
REGULATORY BRANCH

Regulatory File No. MVP-2014-02104-JTB

MAR 23 2017

Dakota County Transportation Department
c/o Jenna Fabish
14995 Galaxie Avenue
Apple Valley, Minnesota 55124

Dear Ms. Fabish:

This letter is in response to your request for an approved jurisdictional determination for a 12 acre property located at 70th Street and Argenta Trail in Inver Grove Heights. The project site is located in Section 6, Township 27 North, Range 22 West, Dakota County, Minnesota. The review area for our jurisdictional determination is identified in red on the enclosed figures labeled MVP-2014-02104-JTB Page 1 of 5 through Page 5 of 5.

The review area contains no waters of the United States subject to Corps of Engineers (Corps) jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the attached Approved Jurisdictional Determination form. This determination is only valid for the review area shown on the enclosed figures.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the attached NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the boundary in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

Regulatory Branch (File No. MVP-2014-02104-JTB)

If you have any questions, please contact Justin Berndt in our Choose office office at (651) 290-5446 or Justin.t.berndt@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

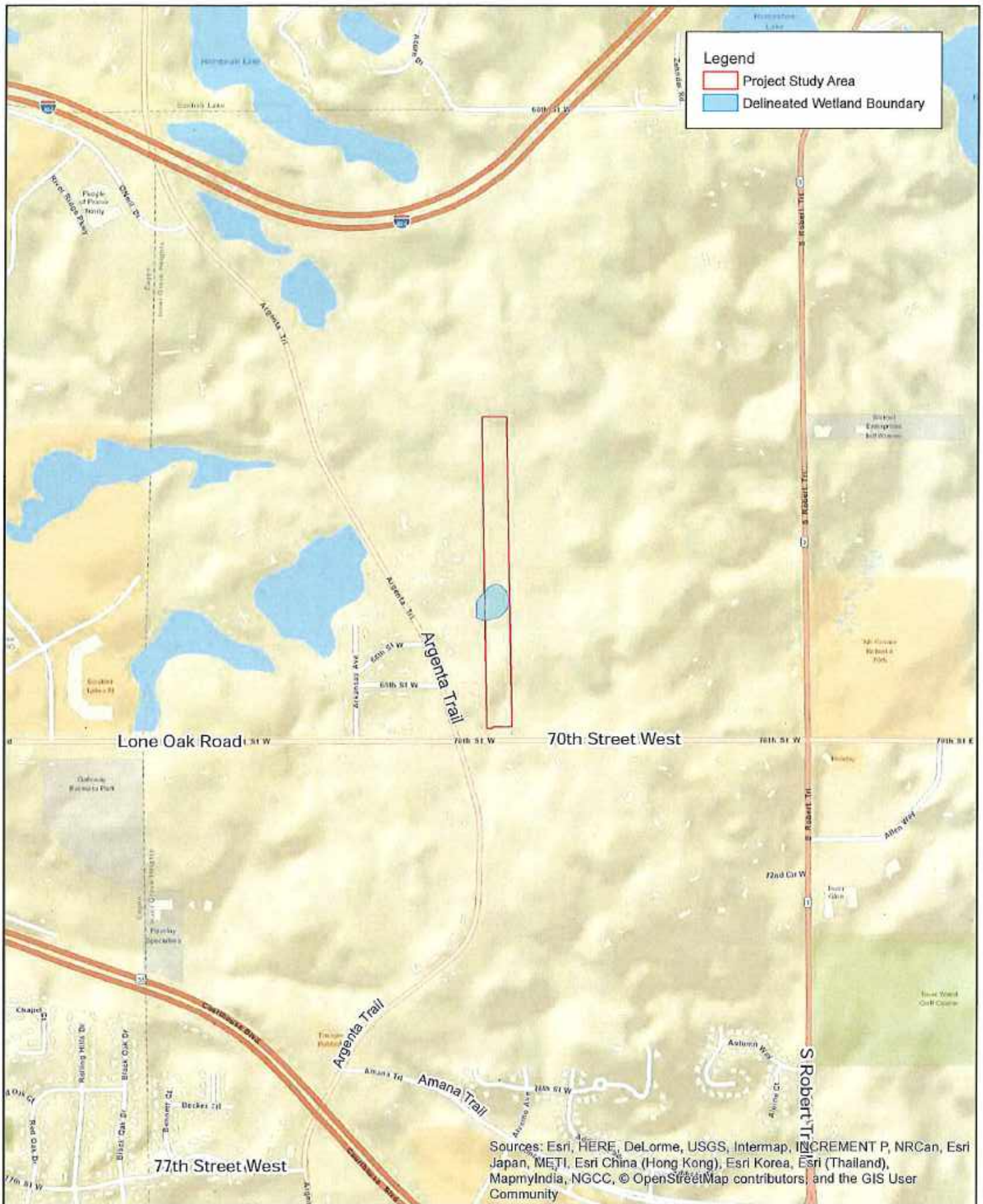
A handwritten signature in black ink, appearing to read "Kristen Hafer". The signature is fluid and cursive, with the first name "Kristen" written in a larger, more prominent script than the last name "Hafer".

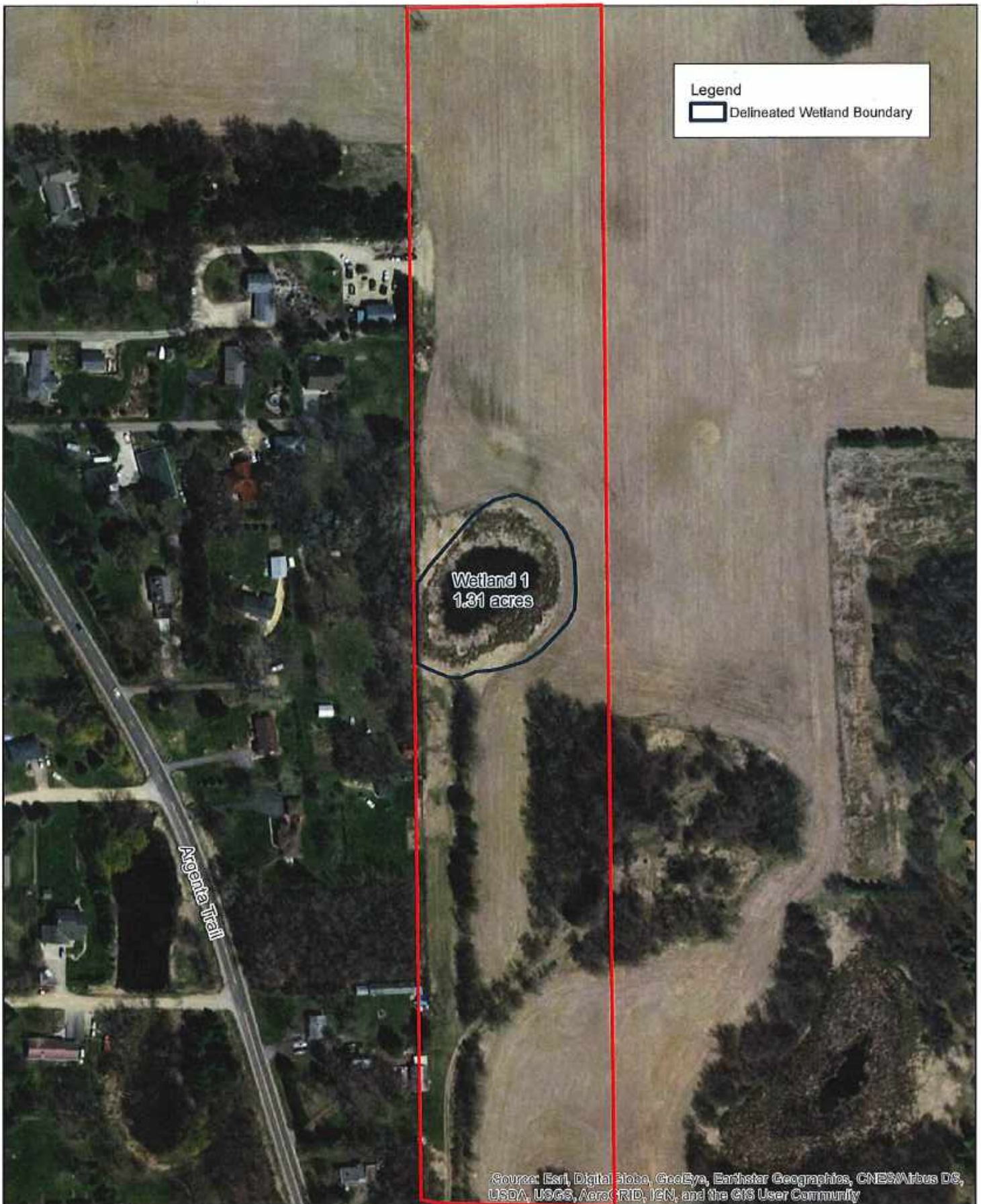
Kristen Hafer
Chief, Southwest Section

Enclosures

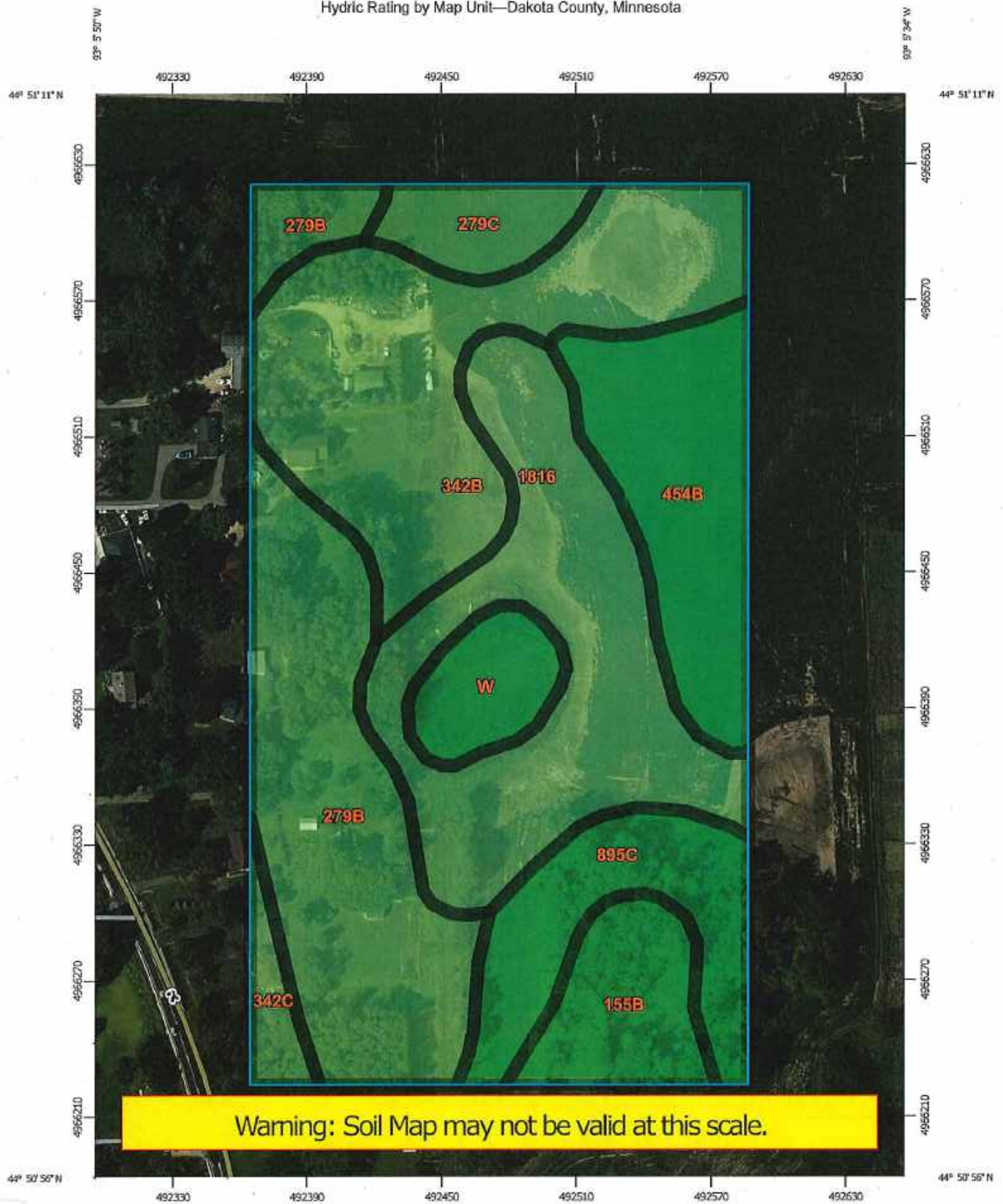
cc:

Ashley Payne (Agent)
Jed Chesnut (BWSR)
Brian Watson (SWCD)

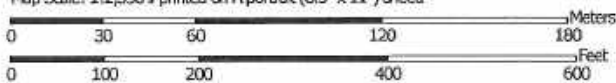




Hydro Rating by Map Unit—Dakota County, Minnesota



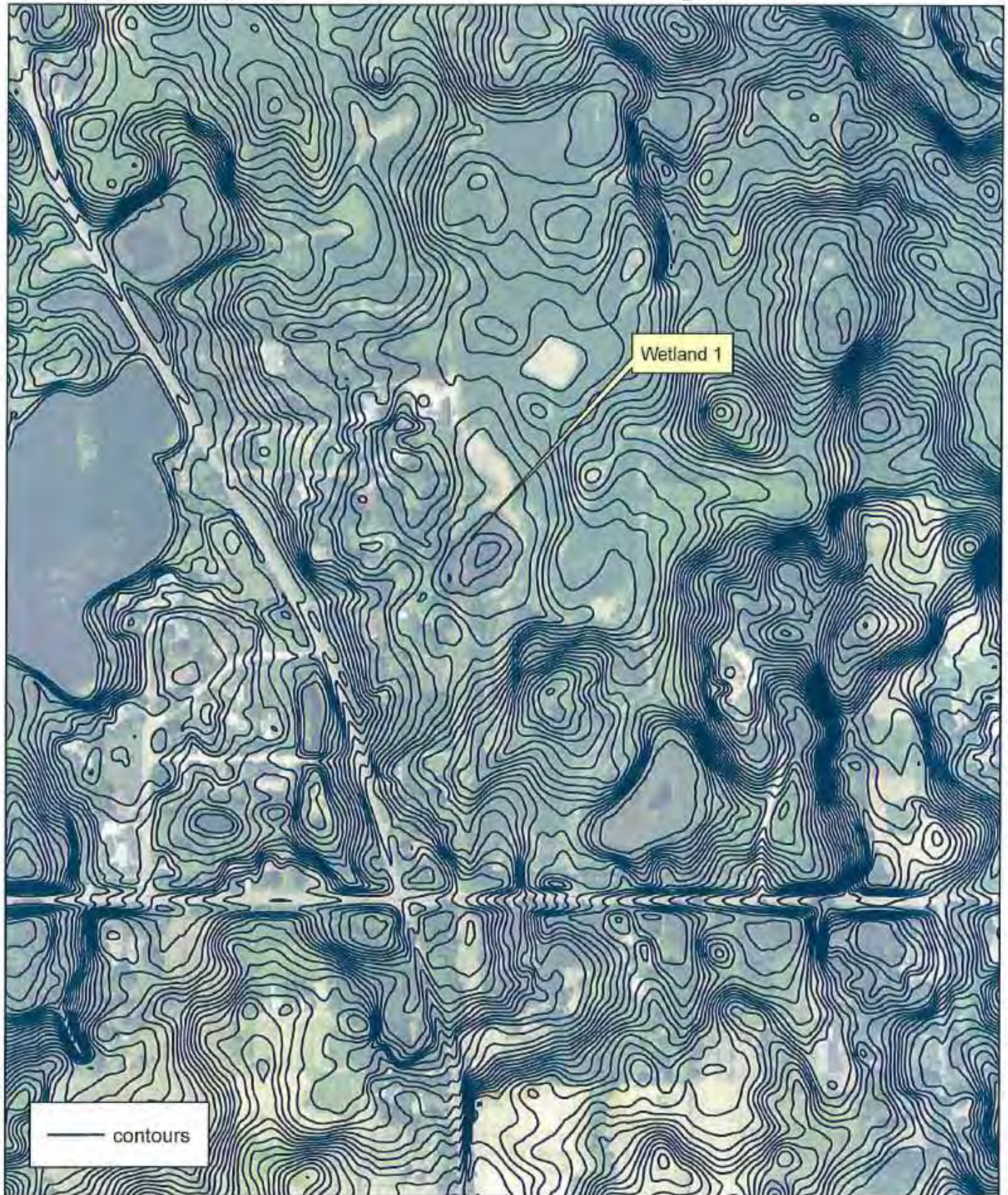
Map Scale: 1:2,330 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

Natural Resources
Conservation ServiceWeb Soil Survey
National Cooperative Soil Survey12/8/2016
Page 1 of 5

Jeffer's Pond - Blackstone Ridge



St. Paul District
Regulatory Branch

US Army Corps
of Engineers



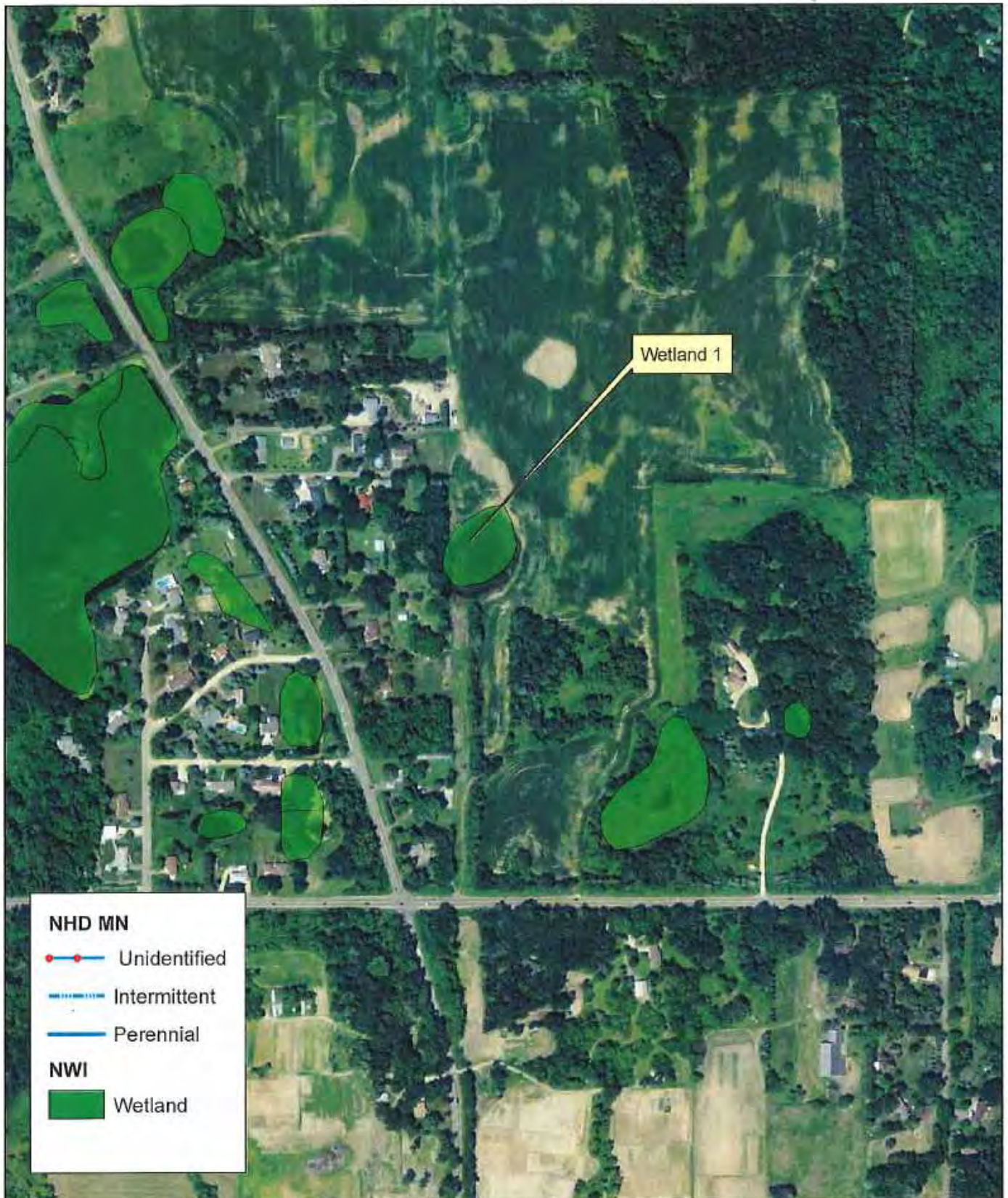
Feet

0 470 940

2014-02104-JTB
City of Plymouth

Imagery: LMIC 2013 aerial

Jeffer's Pond - Blackstone Ridge



NHD MN

- — Unidentified
- Intermittent
- Perennial

NWI

- Wetland

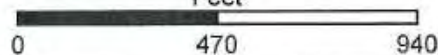


St. Paul District
Regulatory Branch

US Army Corps
of Engineers



Feet



2014-02104-JTB
City of Plymouth

Imagery: LMIC 2013 aerial

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):

MAR 23 2017

B. ST PAUL, MN DISTRICT OFFICE, FILE NAME, AND NUMBER: MVP-2014-02104-JTB

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Minnesota County/parish/borough: Dakota City: Inver Grove Heights

Center coordinates of site (lat/long in degree decimal format): Lat. 44.8516° N, Long. -93.09305° W.

Universal Transverse Mercator: 15

Name of nearest waterbody: Minnesota River

Name of watershed or Hydrologic Unit Code (HUC): 07020012

☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.

☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☒ Office (Desk) Determination. Date: February 8, 2017

☐ Field Determination. Date(s):

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area.

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There are no "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area.

1. Waters of the U.S.: N/A

2. Non-regulated waters/wetlands (check if applicable):¹

- ☒ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.
Explain: The review area for this AJD is located on the enclosed figures labeled MVP-2014-02104-JTB Page 1 of 5 through Page 5 of 5.

Wetland 1 does not have a surface or shallow sub-surface hydrologic connection to any navigable waters or their tributaries. The wetland is surrounded by upland, and has no swales, pipes or other means to connect it to waters of the U.S. We have determined this wetland is an isolated depression and not considered to be a water of the U.S.

Wetland 1 does not support a link to interstate or foreign commerce because it is not known to be used by interstate or foreign travelers for recreation or other purposes; it does not produce fish or shellfish that could be taken and sold in interstate or foreign commerce; and is not known to be used for industrial purposes by industries in interstate or foreign commerce. This wetland does not have an ecological connection to other waters within or adjacent to the review area. The waterbody has been determined to not be jurisdictional under the CWA.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs: N/A

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY): N/A

C. SIGNIFICANT NEXUS DETERMINATION: N/A

¹ Supporting documentation is presented in Section III.F.

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY): N/A

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY): N/A

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- ☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- ☒ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
 - ☒ Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- ☐ Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain:
- ☐ Other (explain, if not covered above):

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- ☐ Lakes/ponds: acres.
- ☐ Other non-wetland waters: acres. List type of aquatic resource:
- ☒ Wetlands: Wetland 1 - 1.31 acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- ☐ Lakes/ponds: acres.
- ☐ Other non-wetland waters: acres. List type of aquatic resource:
- ☐ Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Location Map
- ☒ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - ☒ Office concurs with data sheets/delineation report.
 - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps:
- ☐ Corps navigable waters' study:
- ☐ U.S. Geological Survey Hydrologic Atlas:
 - ☐ USGS NHD data.
 - ☐ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name: 1:24K MN-INVER GROVE HEIGHTS
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation:
- ☒ National wetlands inventory map(s). Cite name: USFWS NWI and MnDNR NWI
- ☐ State/Local wetland inventory map(s):
- ☐ FEMA/FIRM maps:
- ☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date): FSA 2013
or ☐ Other (Name & Date): Google Earth 03/2016
- ☐ Previous determination(s). File no. and date of response letter:
- ☐ Applicable/supporting case law:
- ☐ Applicable/supporting scientific literature:
- ☐ Other information (please specify):

B. ADDITIONAL COMMENTS TO SUPPORT JD: .

**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Jenna Fabish		File No.: MVP-2014-02104-JTB	Date: MAR 23 2017
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
X	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

U. S. Army Corps of Engineers, Regulatory Branch
Attn: OP-R, Justin Berndt
180 Fifth Street East, Ste 700
Telephone (651) 290-5446

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Mr. Thomas McCabe
Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX: 601-634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

Minnesota Wetland Conservation Act Notice of Decision

Local Government Unit: Inver Grove Heights	County: Dakota
Applicant Name: John Sass, Dakota County	
Applicant Representative: Kimley Horn, Aaron Stolte	
Project Name: CSAH 26 Reconstruction	LGU Project No. (if any): SWCD # 20-IGH-071
Date Complete Application Received by LGU: 6/03/20	
Date of LGU Decision: 7/17/20	
Date this Notice was Sent: 7/17/20	

WCA Decision Type - check all that apply

☒ Wetland Boundary/Type	☐ Sequencing	☐ Replacement Plan	☐ Bank Plan (not credit purchase)
☒ No-Loss (8420.0415)	☐ Exemption (8420.0420)		
Part: ☒ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H		Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9	

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area:
Wetland Replacement Type: ☐ Project Specific Credits: ☐ Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☐ Approve ☐ Approve w/Conditions ☐ Deny ☒ No TEP Recommendation
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LGU Decision

☐ Approved with Conditions (specify below) ¹ List Conditions:	☒ Approved ¹	☐ Denied
Decision-Maker for this Application: ☒ Staff ☐ Governing Board/Council ☐ Other:		
Decision is valid for: ☒ 5 years (default) ☐ Other (specify):		

¹ *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision¹.

☐ Attachment(s) (specify): ☒ Summary: The Notice of Application was sent out June 10, 2020 and the comment period ended on July 9, 2020. No comments were received during the comment period. The SWCD and BWSR conducted a field review of the project site on June 18, 2020 and verified 11 wetlands and two storm ponds (see Table 1.) present in the project area. Ponds 2 and 3 and Wetlands 6, 13 and 15 were determined to be incidental based on aerial photography and field review.

¹ Findings must consider any TEP recommendations.

Attached Project Documents

☒ Site Location Map ☐ Project Plan(s)/Descriptions/Reports (specify):

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☒ Yes¹ ☐ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Send petition within 30 calendar days of date receive notice and \$TBD fee to: City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN 55077

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: David Holmen	☒ BWSR TEP Member: Ben Carlson
☒ LGU TEP Member (if different than LGU contact): Allan Hunting, Ally Sutherland	
☒ DNR Representative: Melissa Collins, Leslie Parris	
☒ Watershed District or Watershed Mgmt. Org.: Joe Barten, Lower Mississippi River WMO Administrator	
☒ Applicant (notice only): John Sass, Dakota County	
☒ Agent/Consultant (notice only): Aaron Stolte, Kimley Horn	

Optional or As Applicable:

☒ Corps of Engineers: usace_requests_mn@usace.army.mil	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
☐ Members of the Public (notice only):	☐ Other:

Signature: 	Date: 7/17/20
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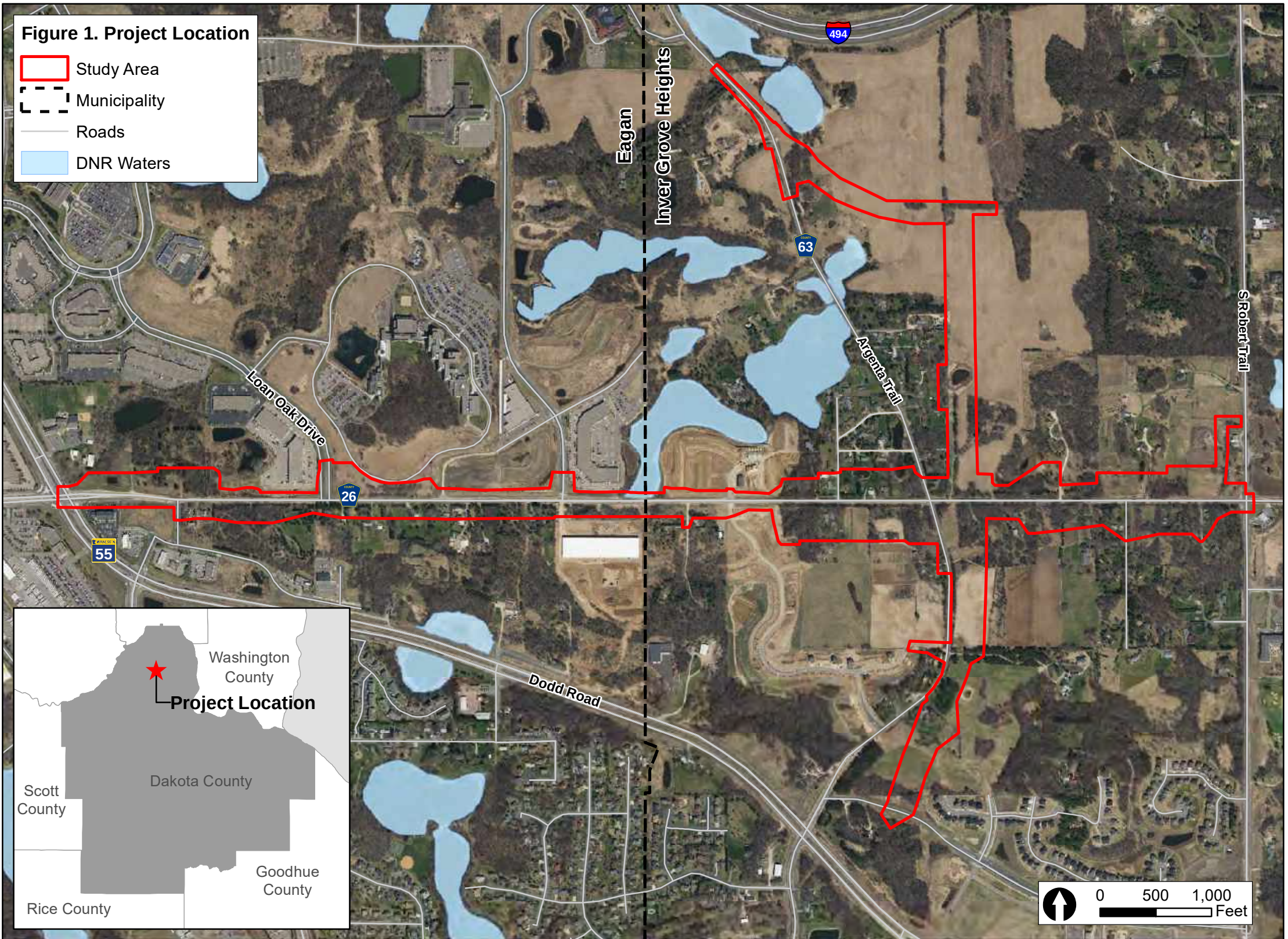
This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

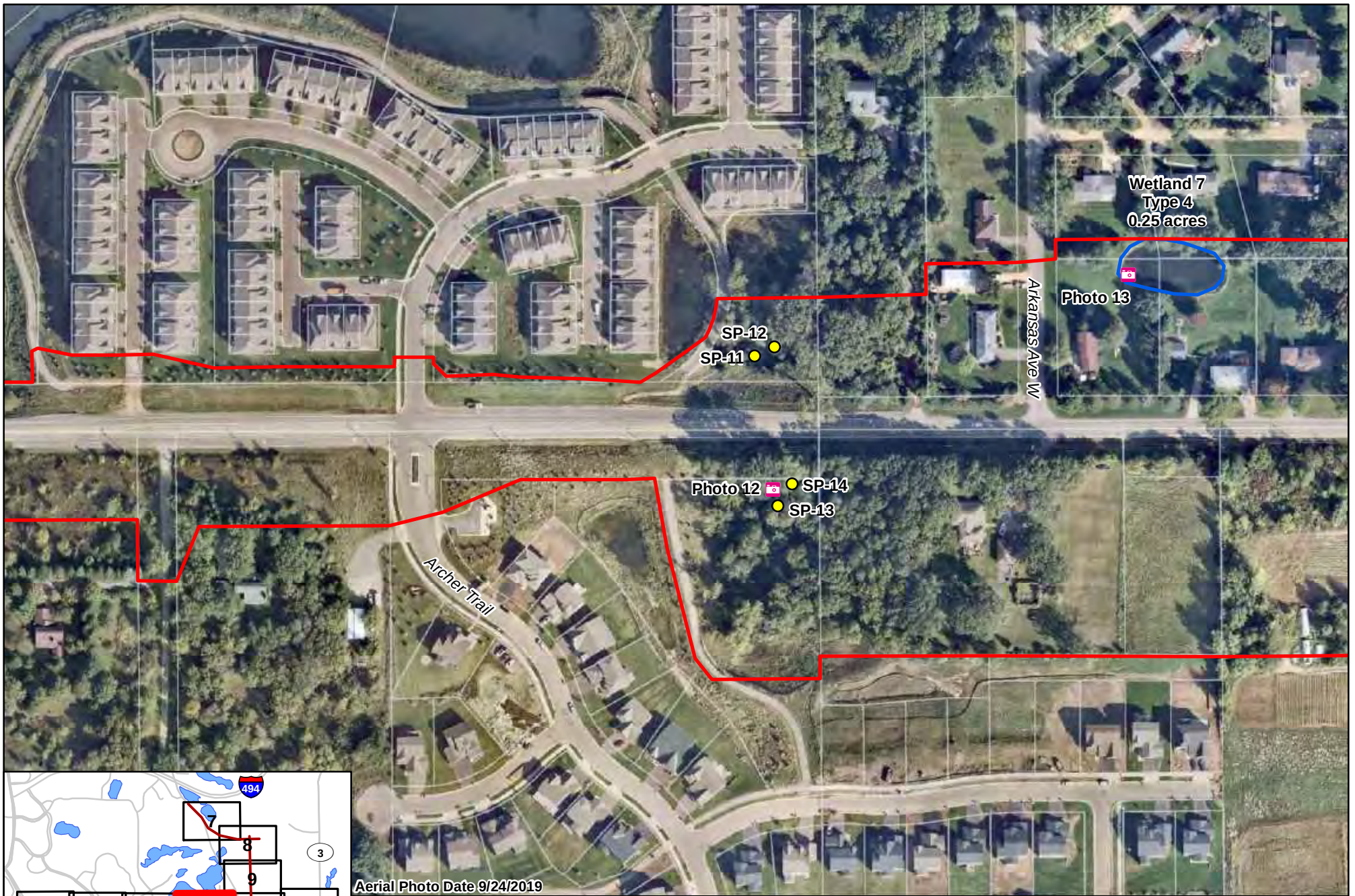
Table 1. Wetland Characteristics

Aquatic Resource ID	Figure No.	Wetland Plant Community	C-39 Type	Size ¹ (acres)	Corresponding Data Sheets	Photo No	Notes
5 ⁴	3-5	Seasonally Flooded Basin	1	0.03	Wetland: SP-15 Upland: SP-16	7	Wetland 5 is located in a small depressional area in the southwest quadrant of the intersection at CSAH 26 and Argenta Trail W. One transect was completed. This is an isolated wetland.
6 ⁴	3-5	Fresh (Wet) Meadow	2	0.01	Wetland: SP-7 Upland: SP-8	8	Wetland 6 is a roadside wetland ditch located along the north side of CSAH 26 just west of Road 1 (Settlers Ridge Housing Development—future CSAH 63). Sample points SP-7 and SP-8 are representative of this wetland. This is an isolated wetland.
7 ⁴	3-4	Deep Marsh	4	0.25	N/A	13	Wetland 7 is located in a depression between multiple residential properties. The boundary was placed based on abrupt change in topography and the presence of open water. No soil pits were completed for this wetland. This wetland is isolated and a mapped NWI.
8 ⁴	3-5	Fresh (Wet) Meadow/ Deep Marsh	2/4	0.32	Wetland: SP-31 Upland: SP-32	14 & 15	Wetland 8 is located in a depression between multiple residential properties. The wetland fringe around the Type 4 – Deep Marsh wetland is a Type 2 – Fresh (Wet) Meadow, dominated by reed canary grass. Sample points SP-31 and SP-32 are representative of this wetland. This wetland is isolated and a mapped NWI.
9 ⁴	3-5	Seasonally Flooded Basin	1	0.01	Wetland: SP-34 Upland: SP-33	16	Wetland 9 is a small Type 1 – Seasonally Flooded Basin located in a depressional area in a field. It is located between Argenta Trail and CSAH 26. This is an isolated wetland.
10 ⁴	3-5	Shallow Marsh	3	0.43	Wetland: SP-35 Upland: SP-36	17	Wetland 10 is a large Type 3 – Shallow Marsh adjacent to CSAH 26, a stormwater feature, and multiple residential properties. The wetland is a mapped NWI and also has mapped hydric soils. This is an isolated wetland.
11 ⁴	3-7	Seasonally Flooded Basin	1	0.09	Wetland: SP-27 Upland: SP-28	18 & 19	Wetland 11 is a Type 1 – Seasonally Flooded Basin located in a depression between Argenta Trail and an agricultural field at the northern end of the project. There are mapped hydric soils in this location. This is an isolated wetland.
12 ⁴	3-8	Seasonally Flooded Basin	1	0.04	Wetland: SP-24 Upland: SP-25	21	Wetland 12 is a Type 1 – Seasonally Flooded Basin wetland located in a depression adjacent to an agricultural field. Hydric soils were observed, along with hydrophytic vegetation. The resource is isolated.
13 ⁴	3-9	Seasonally Flooded Basin	1	0.26	Wetland: SP-20 Upland: SP-21	23	Wetland 13 is a large Type 1 – Seasonally Flooded Basin located in a depressional area in a field between residential properties. Sample points SP-20 and SP-21 are representative of this wetland. This is an isolated wetland.
14 ⁴	3-9	Shallow Marsh	3	1.39	Wetland: SP-29 Upland: SP-30	24	Wetland 14 is a Type 3 – Shallow Marsh located between residential properties. This wetland is isolated and is mapped on the NWI.
15 ⁴	3-9	Shallow Marsh	3	0.01	N/A	25	This wetland is a Type 3 – Shallow Marsh located in a small excavated pit just south of Wetland 14. This is an isolated wetland.
Stormwater Pond 2 ⁴	3-5	Shallow Marsh	3	0.07	N/A	10	Stormwater Pond 2 is a constructed feature located on the north side of CSAH 26 just north Wetland 6.
Stormwater Pond 3 ⁴	3-5	Shallow Marsh	3	0.29	N/A		Stormwater Pond 3 is a constructed feature located on the north side of CSAH 26 and to the east of Stormwater Pond 2.

Figure 1. Project Location

-  Study Area
-  Municipality
-  Roads
-  DNR Waters





Aerial Photo Date 9/24/2019

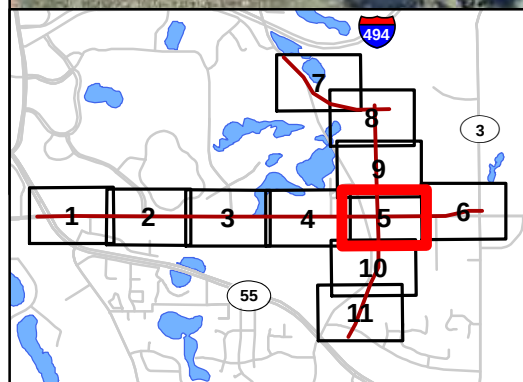


0 100 200 Feet

Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

- | | |
|---|--|
| Study Area | Delineated Resources |
| ● Sample Points | Wetland |
| 📷 Photos | Stormwater Pond |
| ✱ Culverts | DNR Waterbody |

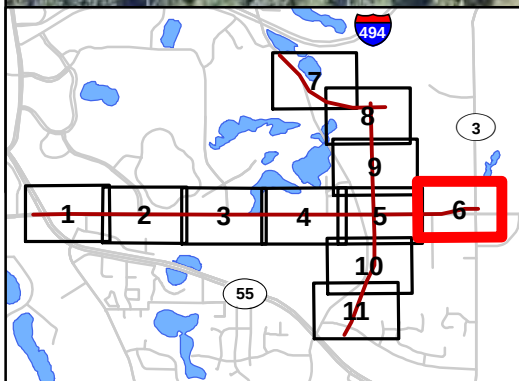


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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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Aerial Photo Date 9/24/2019

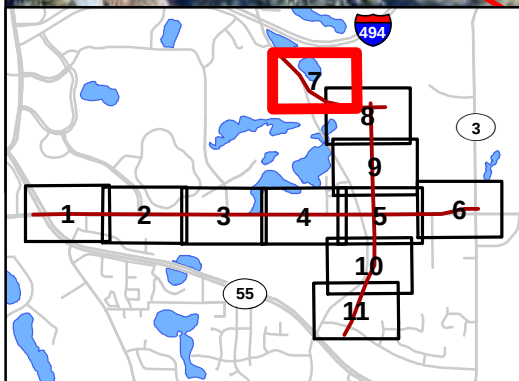
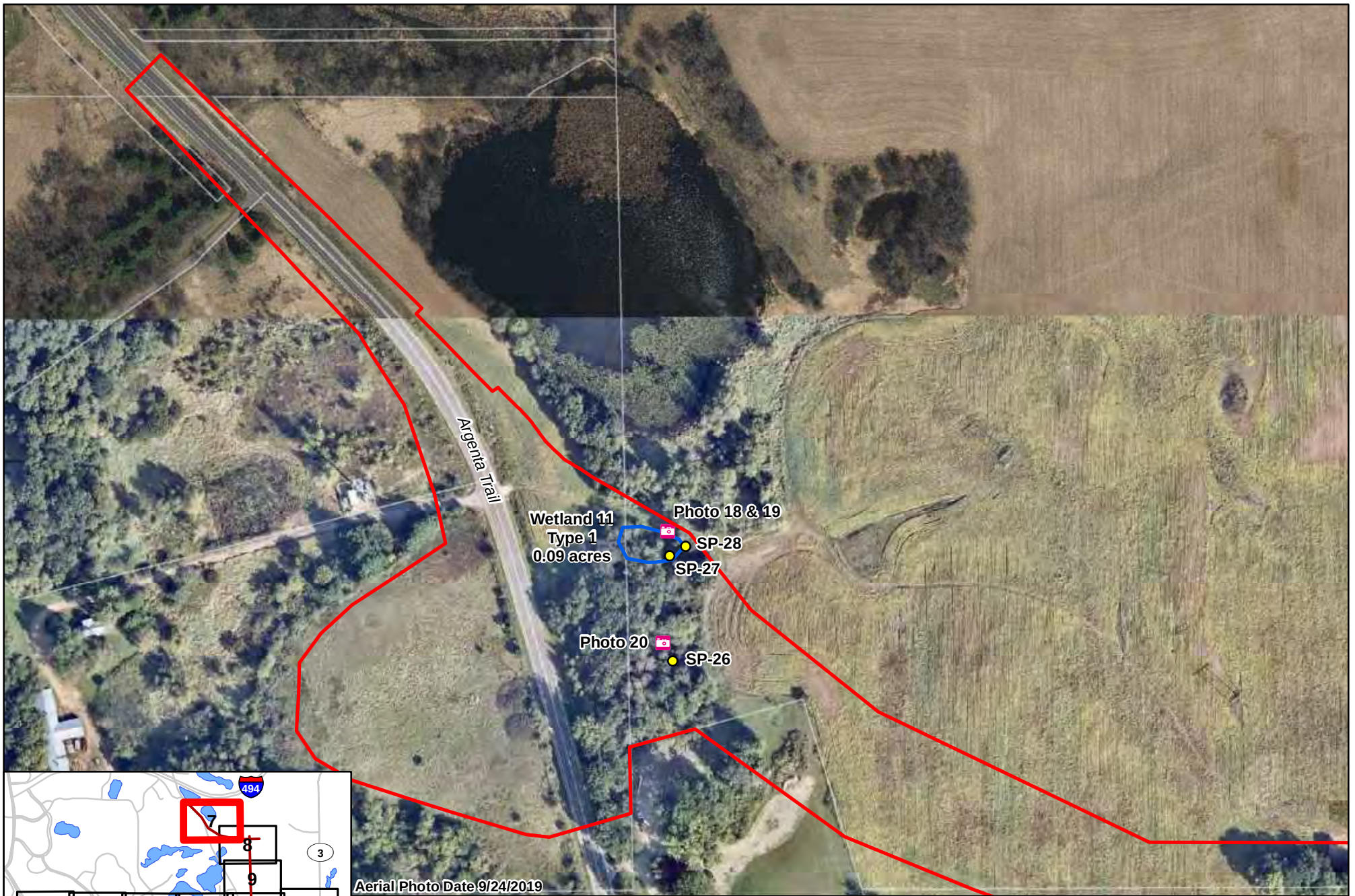


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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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Aerial Photo Date 9/24/2019

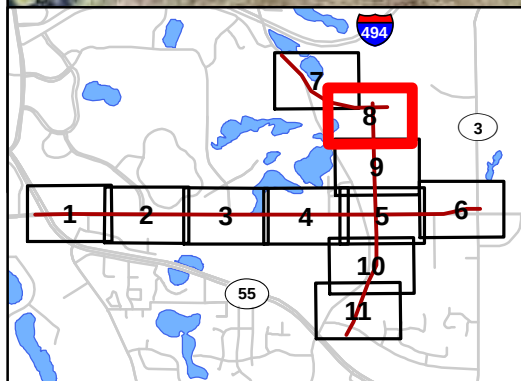
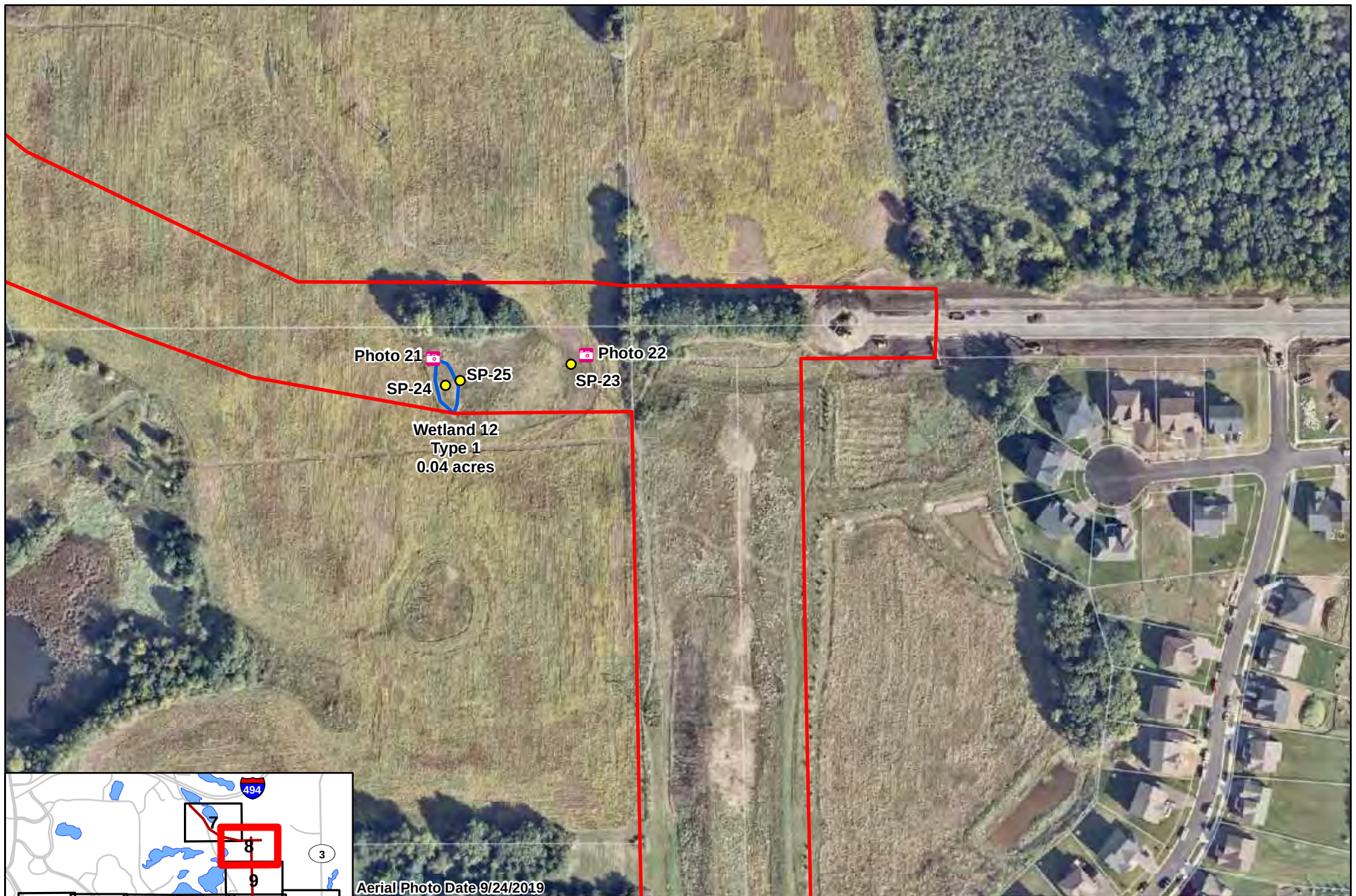


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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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| Study Area | Delineated Resources |
| Sample Points | Wetland |
| Photos | Stormwater Pond |
| Culverts | DNR Waterbody |

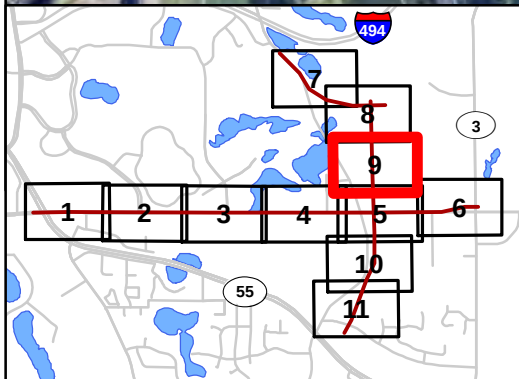
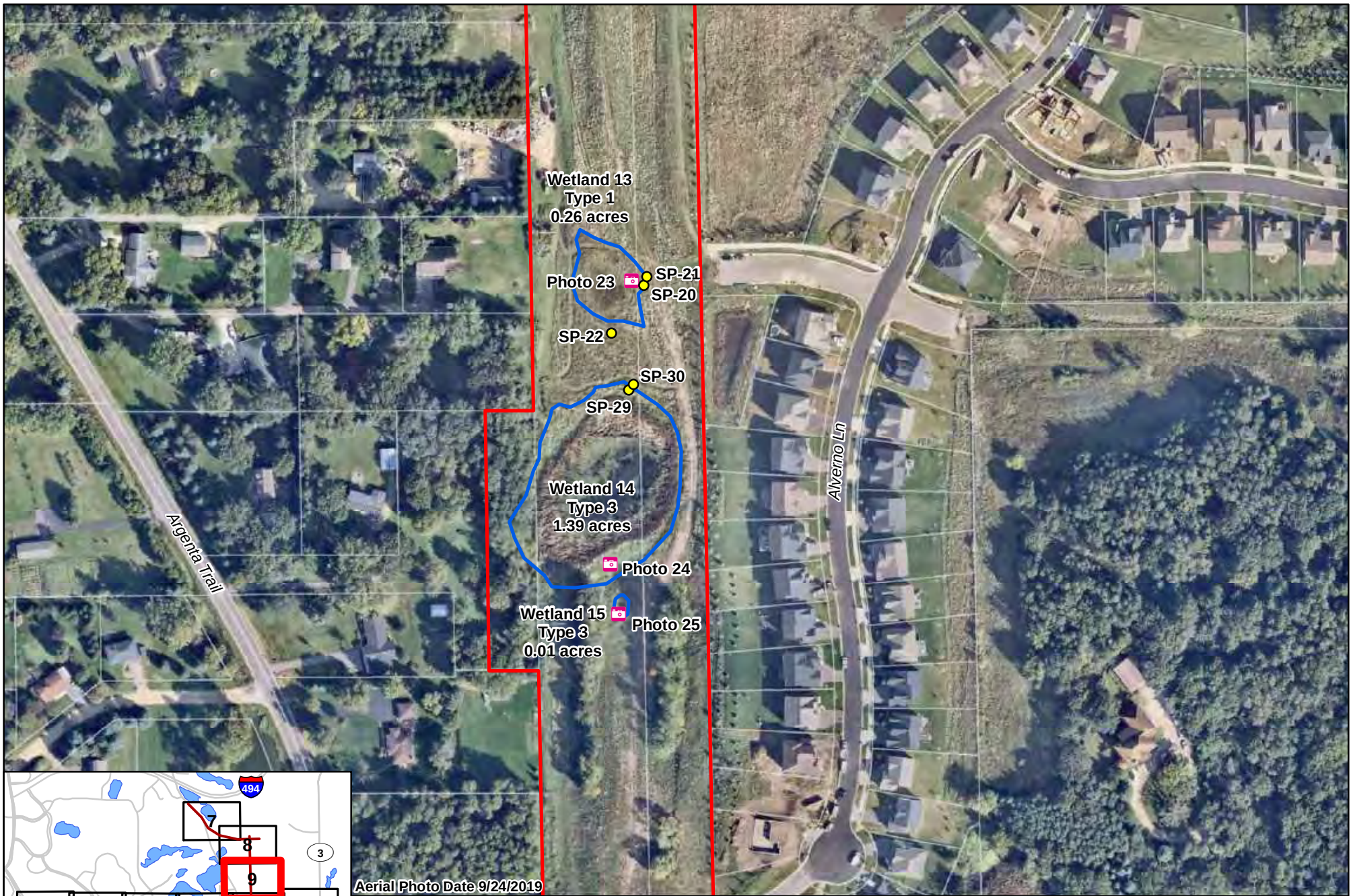


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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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| Study Area | Delineated Resources |
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| 📷 Photos | Stormwater Pond |
| ✱ Culverts | DNR Waterbody |

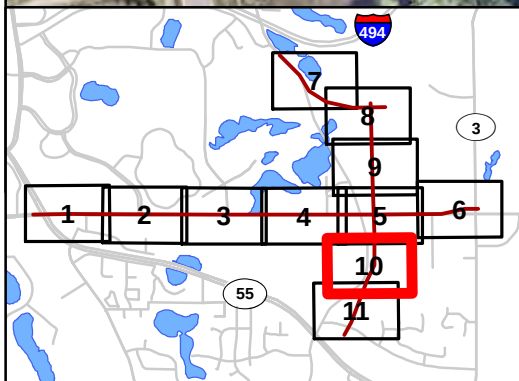
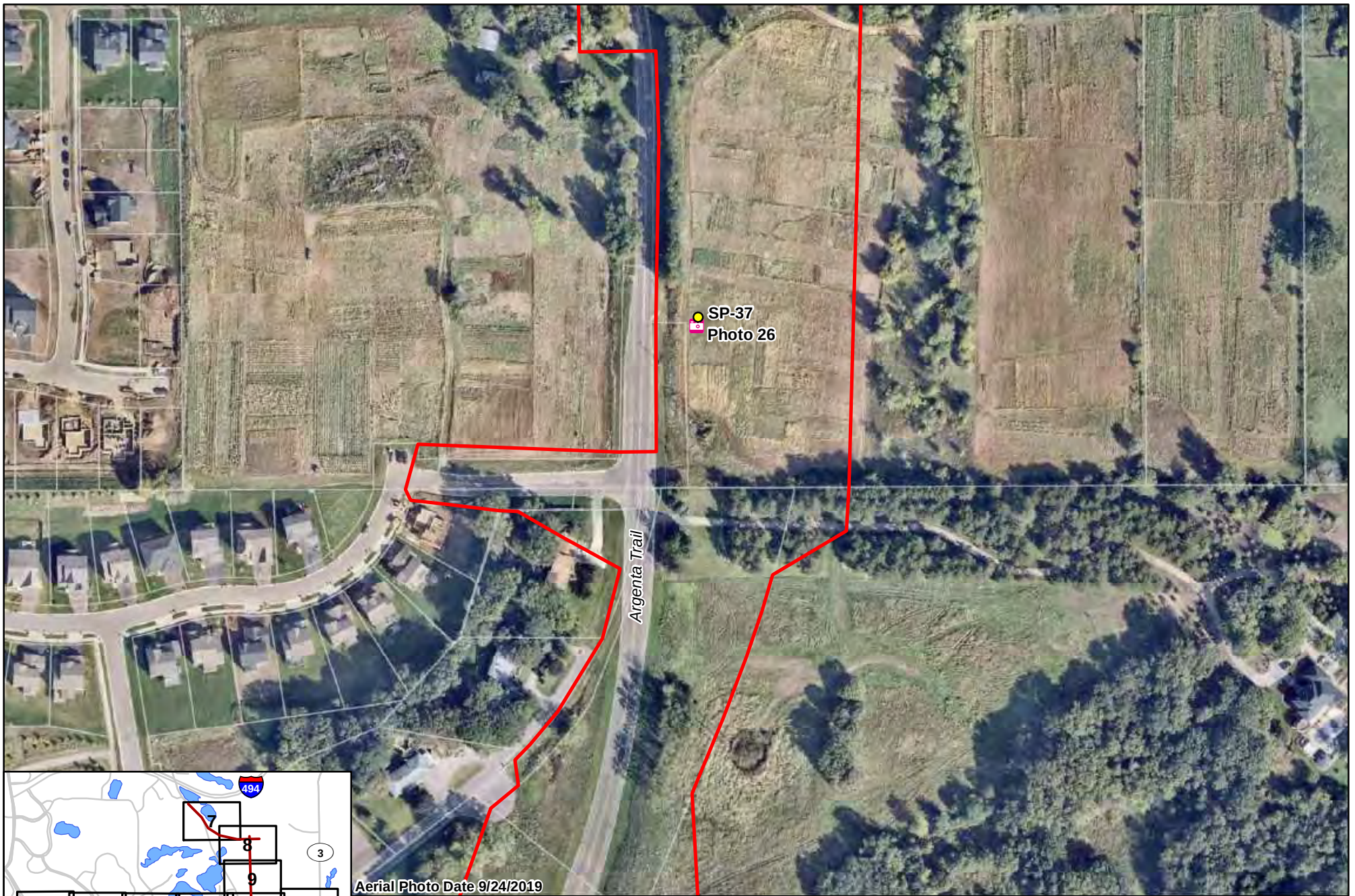


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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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|---|--|
| Study Area | Delineated Resources |
| ● Sample Points | Wetland |
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| ✖ Culverts | DNR Waterbody |



Aerial Photo Date 9/24/2019



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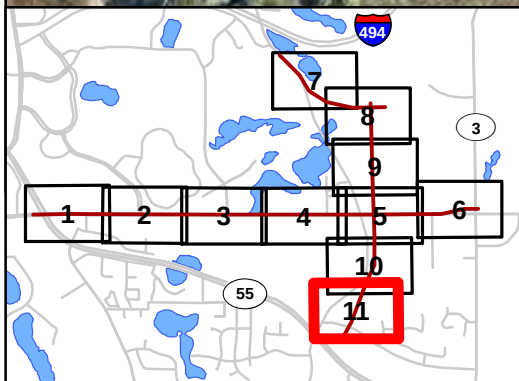
Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

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|--|---|
| Study Area | Delineated Resources |
| ● Sample Points | Wetland |
| ■ Photos | Stormwater Pond |
| ✱ Culverts | DNR Waterbody |



Aerial Photo Date 9/24/2019



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Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type

- | | |
|---|--|
| ▬ Study Area | Delineated Resources |
| ● Sample Points | ▬ Wetland |
| ⬢ Photos | ▬ Stormwater Pond |
| ✱ Culverts | ▬ DNR Waterbody |

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for \$500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

☐ Yes¹ ☒ No

¹If yes, all appeals must first be considered via the local appeals process.

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Notice Distribution (include name)

Required on all notices:

☒ SWCD TEP Member: Dave Holman, Dakota County SWCD	☒ BWSR TEP Member: Ben Carlson
☐ LGU TEP Member (if different than LGU contact): N/A	
☒ DNR Representative: Melissa Collins, Leslie Parris	
☐ Watershed District or Watershed Mgmt. Org.: N/A	
☒ Applicant: John Sass, Dakota County ☒ Agent/Consultant: Aaron Stolte, Kimley Horn	

Optional or As Applicable:

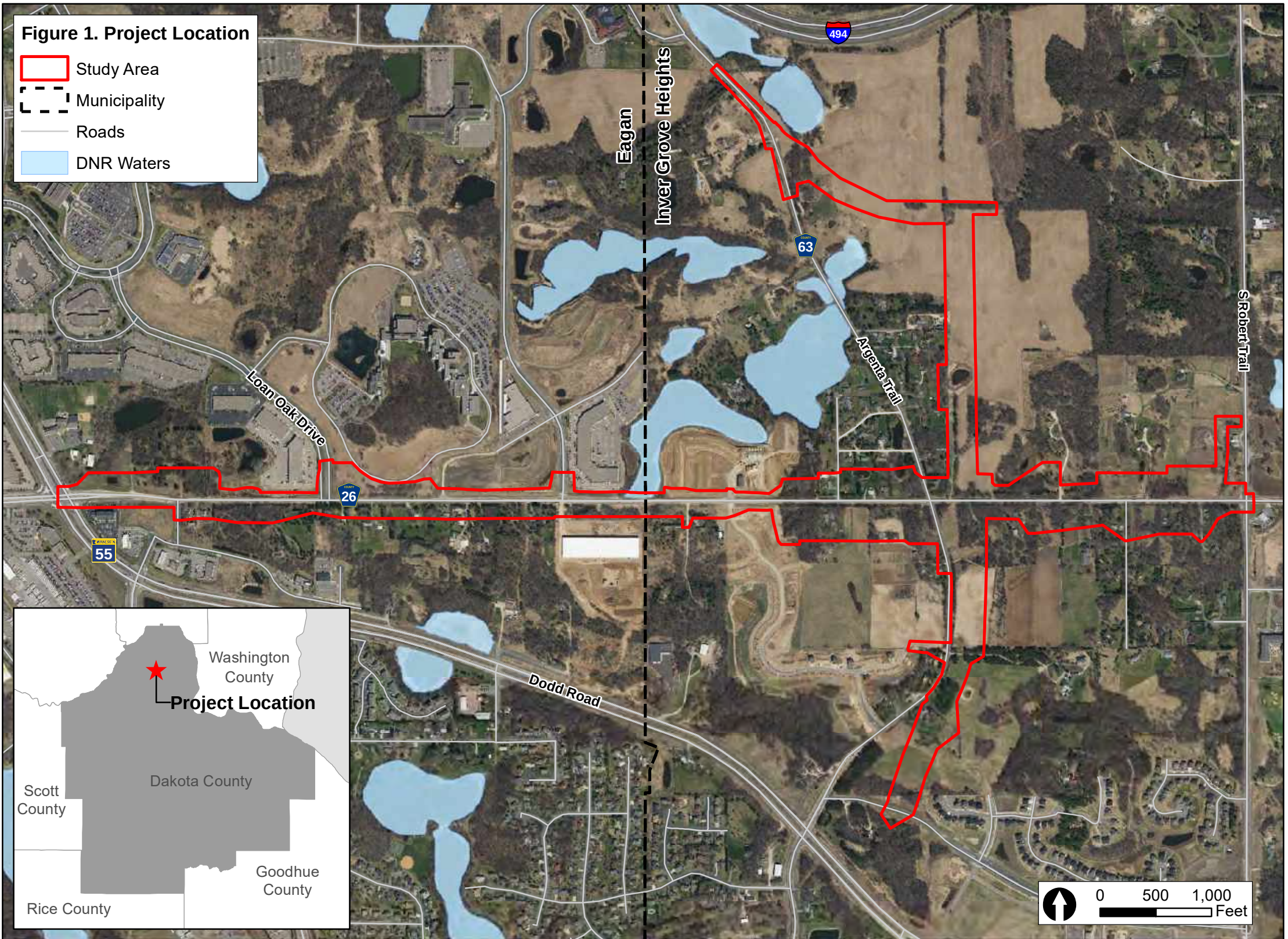
☐ Corps of Engineers:	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
☐ Members of the Public (notice only):	☐ Other:

Signature: 	Date: 07/16/2020
--	-------------------------

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

Figure 1. Project Location

-  Study Area
-  Municipality
-  Roads
-  DNR Waters





DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

November 4, 2020

Regulatory File No. MVP-2020-02186-CCK

Dakota County Department of Transportation
c/o Mr. John Sass
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Mr. Sass:

This letter regards an approved jurisdictional determination for the proposed County State Aid Highway (CSAH) 26 project located in Eagan and Inver Grove Heights, MN. The review area for our jurisdictional determination is identified in Section III.C of the enclosed Approved Jurisdictional Determination form, and on the enclosed figures labeled 2020-02186-CCK AJD Attachments, Pages 1-11.

The review area consists of 15 wetland areas, 1 open water area, and 3 stormwater ponds labeled as Wetland 1, Wetland 2, Wetland 3, Wetland 4, Wetland 5, Wetland 6, Wetland 7, Wetland 8, Wetland 9, Wetland 10, Wetland 11, Wetland 12, Wetland 13, Wetland 14, Wetland 15, PWI #256W, Stormwater Pond 1, Stormwater Pond 2, and Stormwater Pond 3; which are not waters of the United States subject to Corps of Engineers (Corps) jurisdiction. Therefore, you are not required to obtain Department of the Army authorization to discharge dredged or fill material within this area. The rationale for this determination is provided in the enclosed Approved Jurisdictional Determination form. This determination is only valid for the review area described.

If you object to this approved jurisdictional determination, you may request an administrative appeal under Corps regulations at 33 CFR 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this determination, you must submit a completed RFA form to the Mississippi Valley Division Office at the address shown on the form.

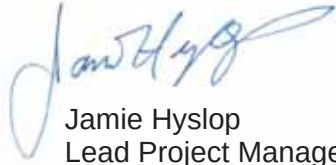
In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR 331.5, and that it has been received by the Division Office within 60 days of the date of the enclosed NAP. It is not necessary to submit an RFA form to the division office if you do not object to the determination in this letter.

This approved jurisdictional determination may be relied upon for five years from the date of this letter. However, the Corps reserves the right to review and revise the determination in response to changing site conditions, information that was not considered during our initial review, or off-site activities that could indirectly alter the extent of wetlands and other resources on-site. This determination may be renewed at the end of the five year period provided you submit a written request and our staff are able to verify that the limits established during the original determination are still accurate.

Regulatory Branch (File No. 2020-02186-CCK)

If you have any questions, please contact Caree Kovacevich in our St. Paul office at (651) 290-5280 or caree.c.kovacevich@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

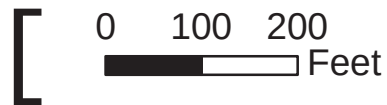
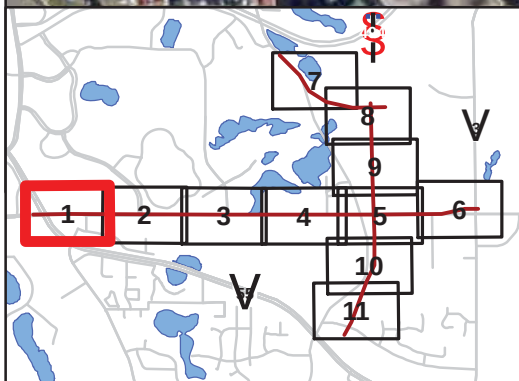
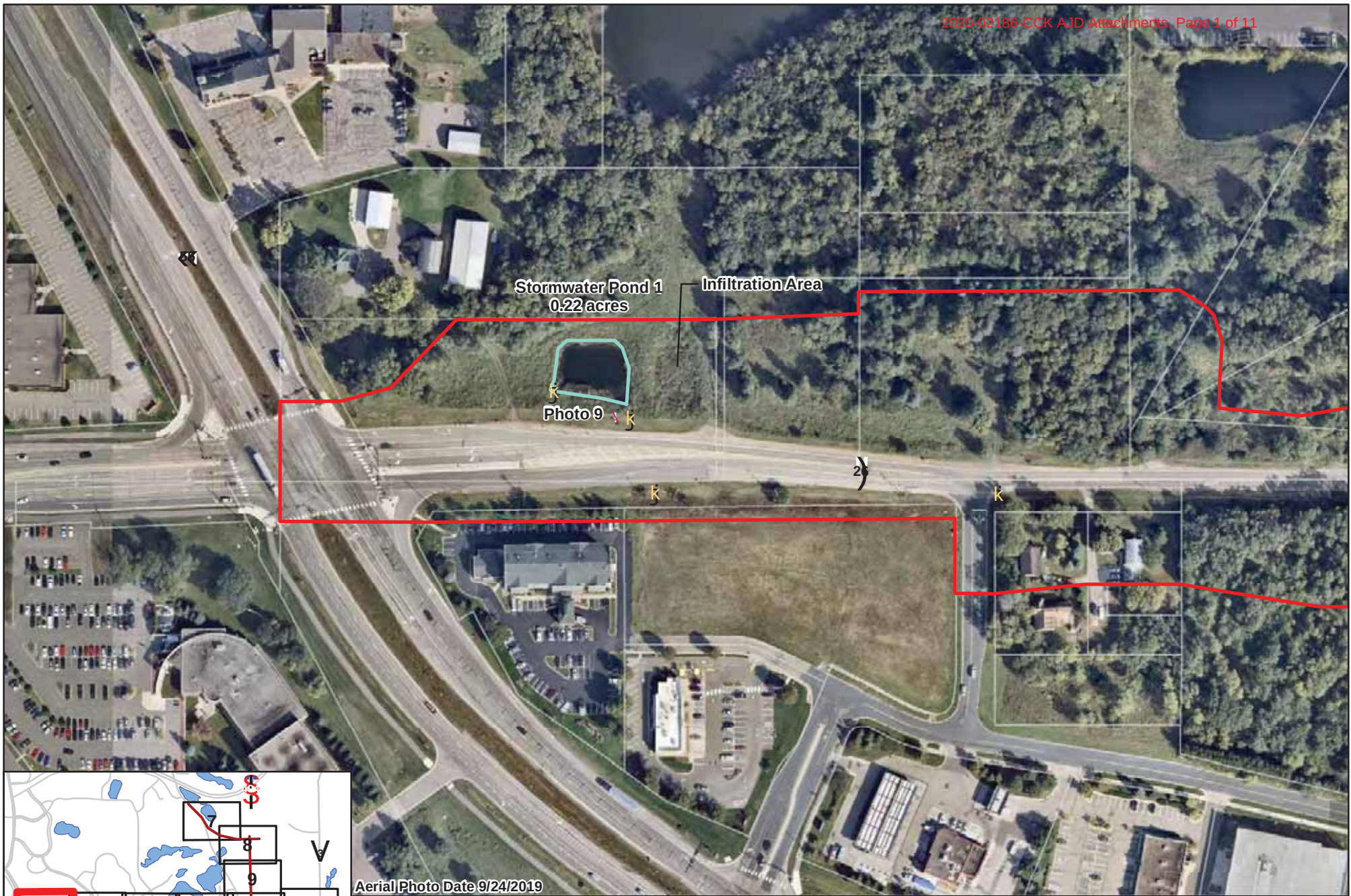
Sincerely,



Jamie Hyslop
Lead Project Manager

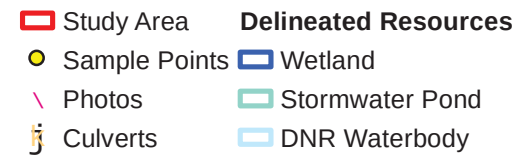
Enclosures

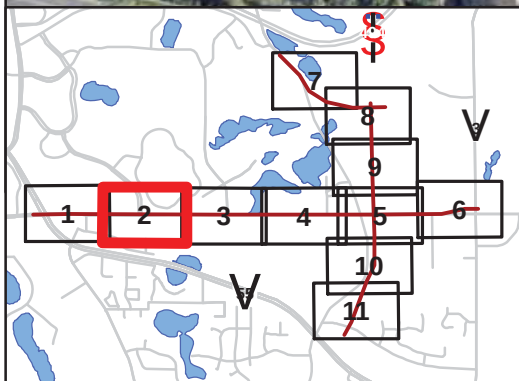
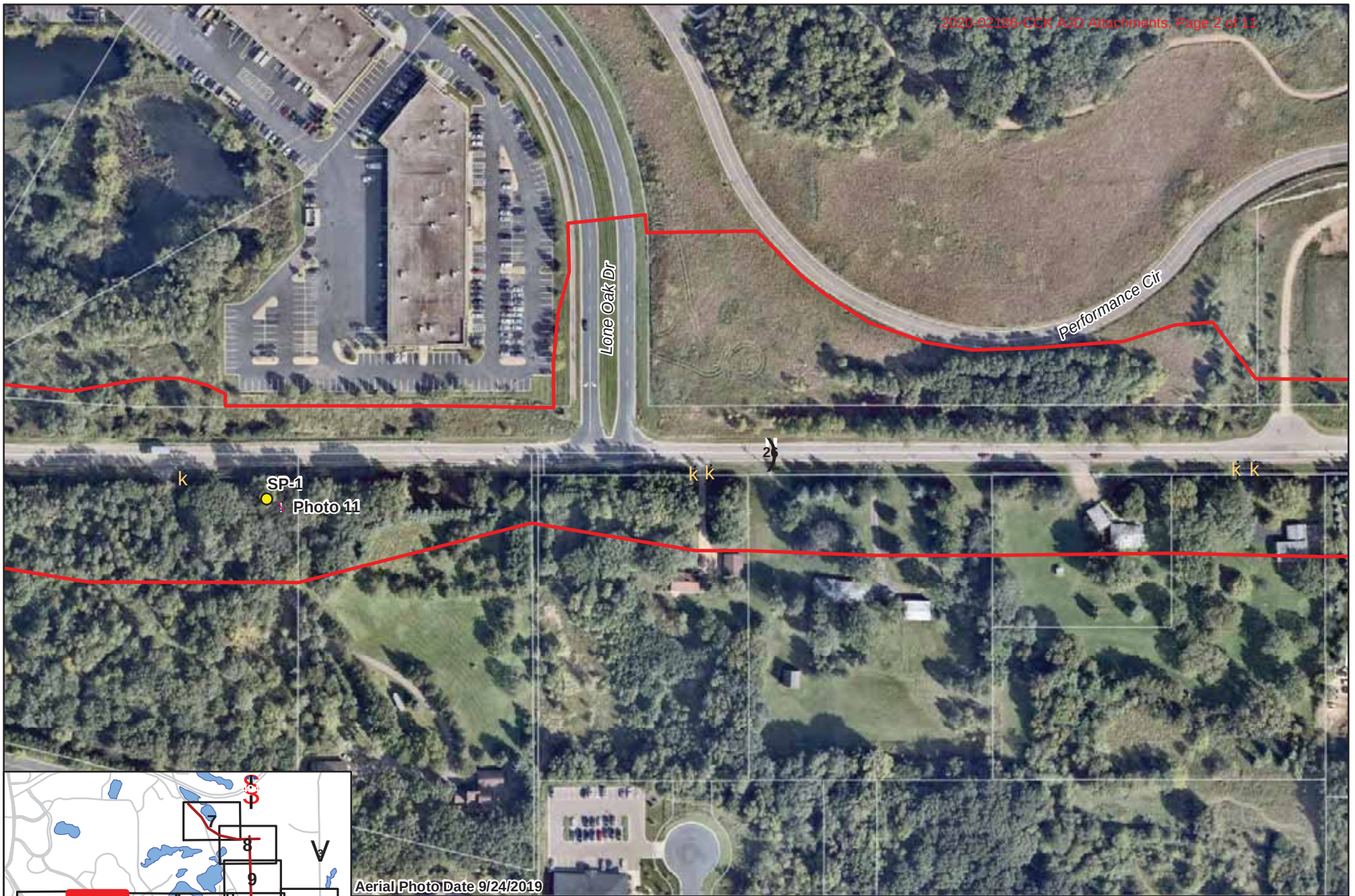
cc: Aaron Stolte, Kimley-Horn



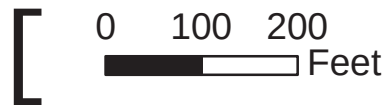
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Figure 3. Delineated Wetland Boundaries and Type





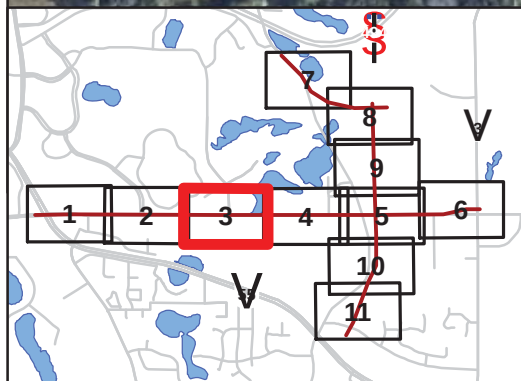
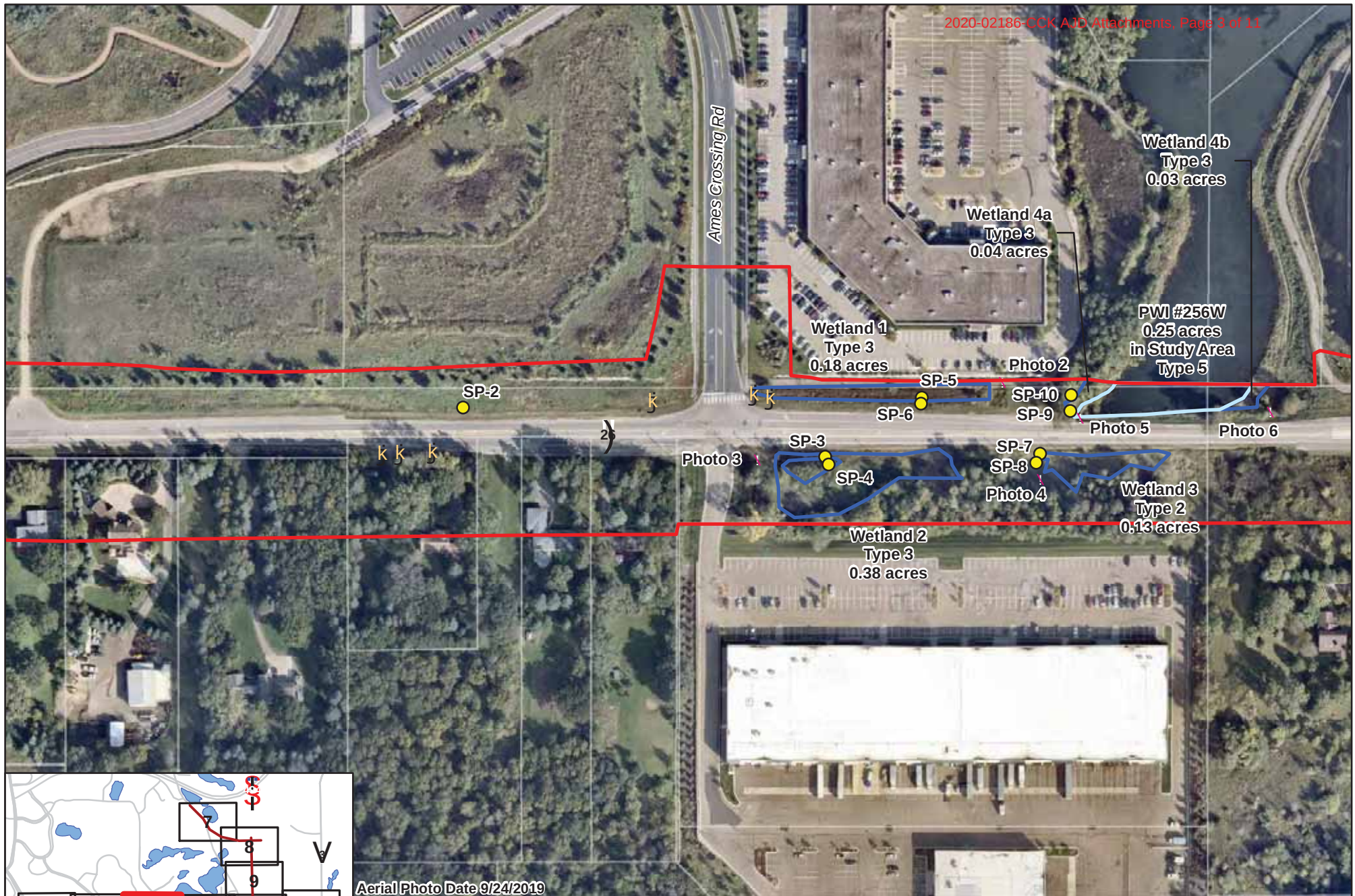
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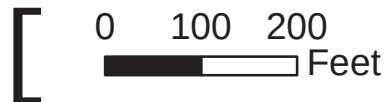
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Figure 3. Delineated Wetland Boundaries and Type

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|---|--|
| Study Area | Delineated Resources |
| ● Sample Points | Wetland |
| \ Photos | Stormwater Pond |
| j Culverts | DNR Waterbody |



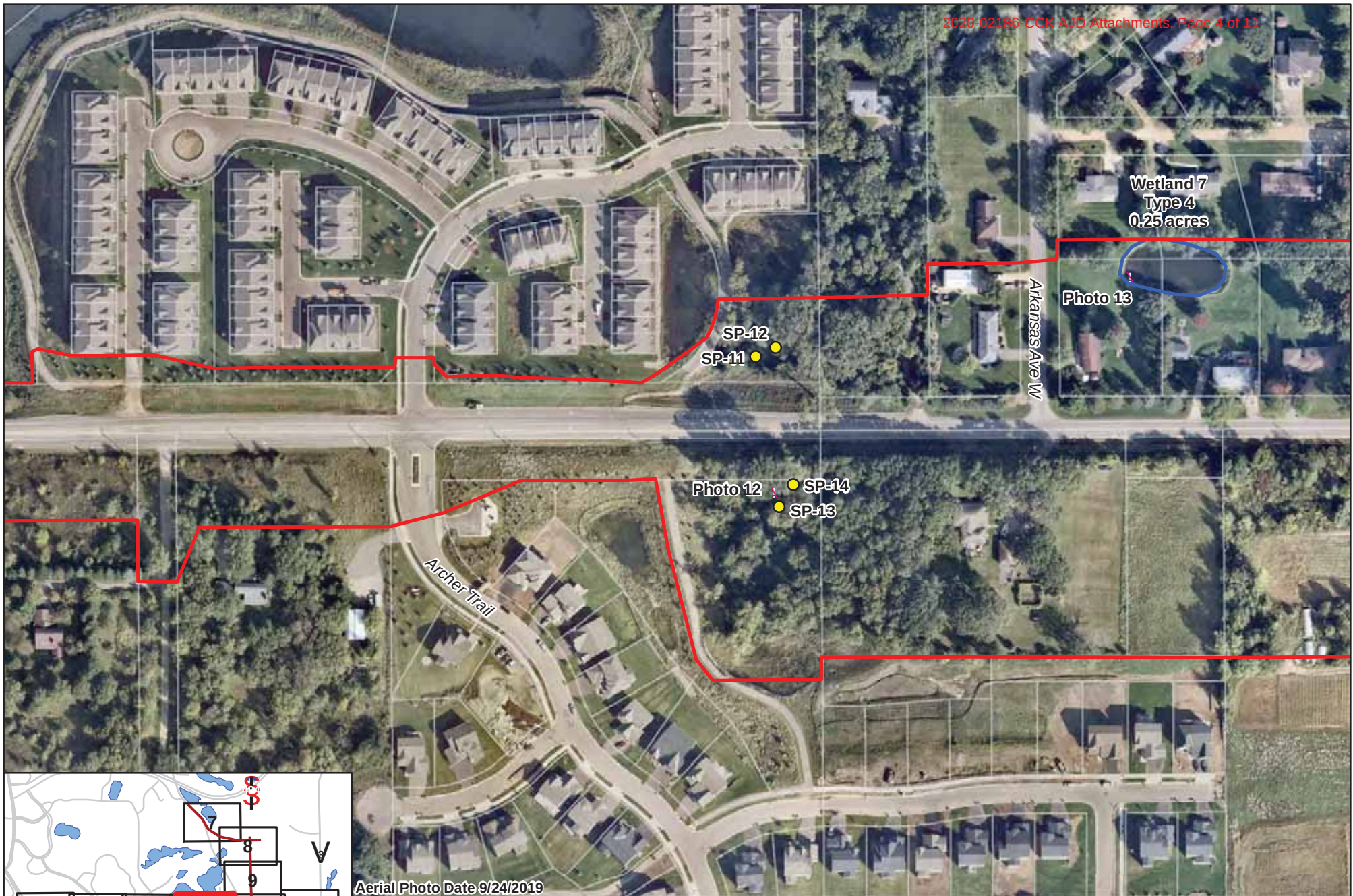
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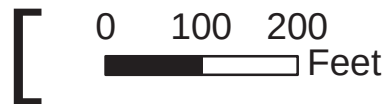
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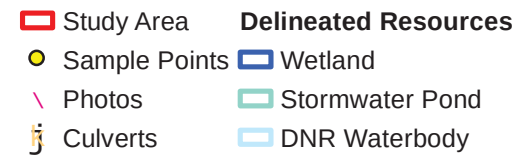


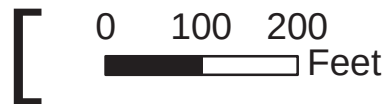
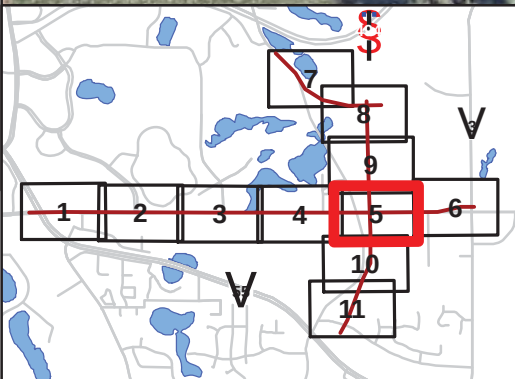
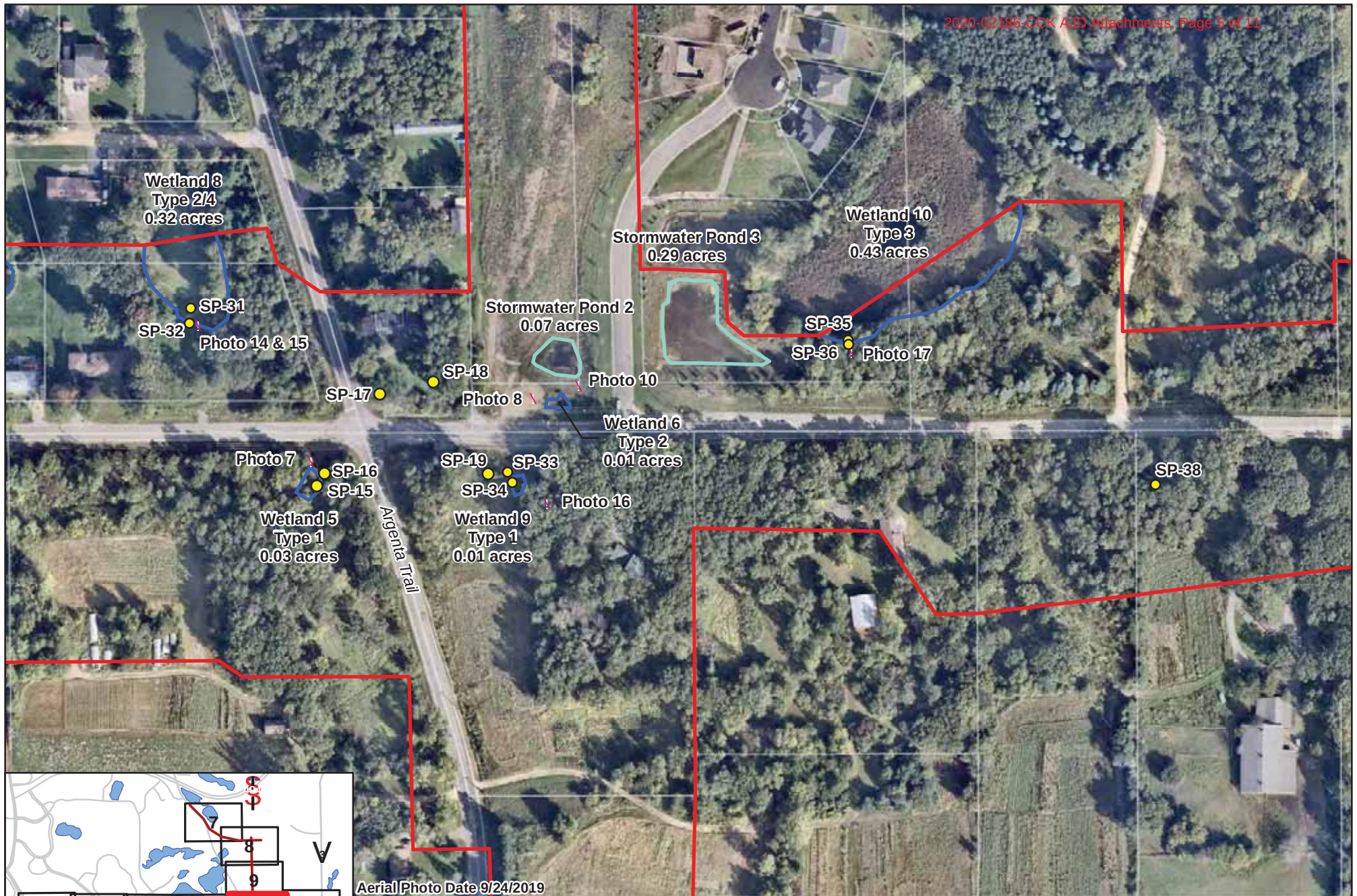
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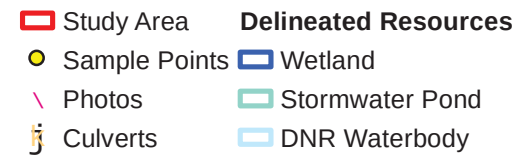
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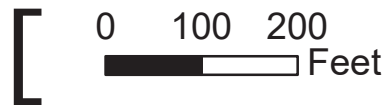
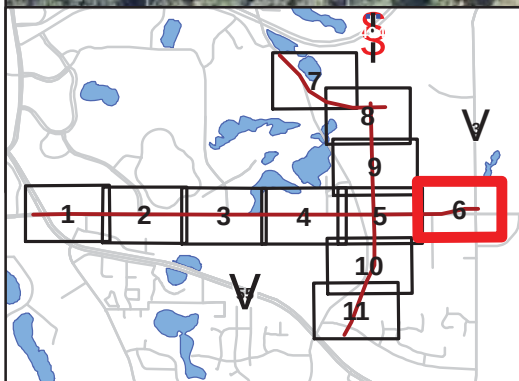




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Figure 3. Delineated Wetland Boundaries and Type

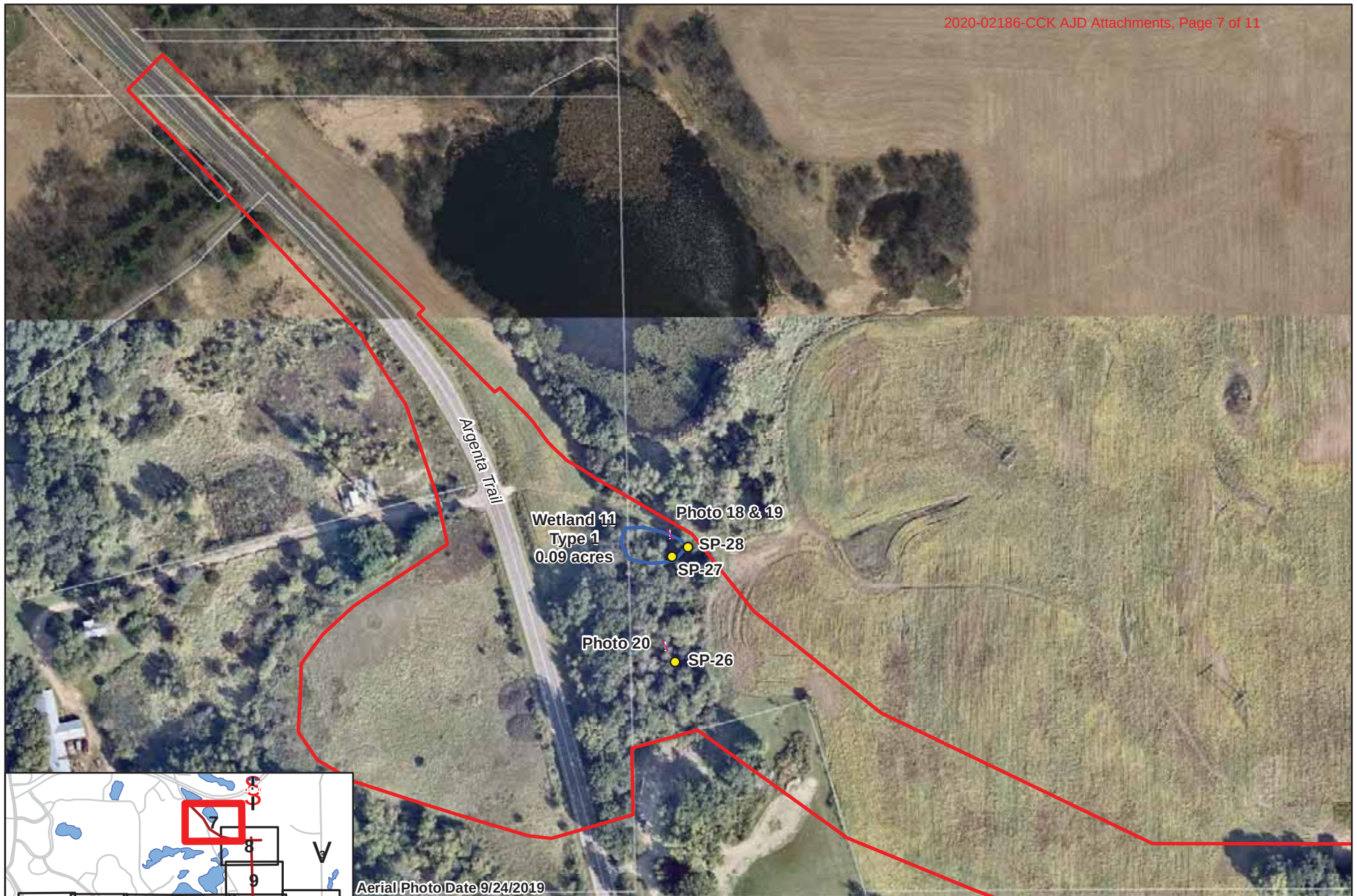




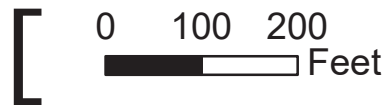
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Figure 3. Delineated Wetland Boundaries and Type

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| Study Area | Delineated Resources |
| ● Sample Points | Wetland |
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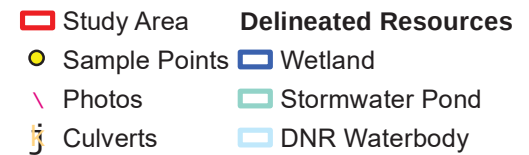


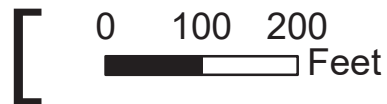
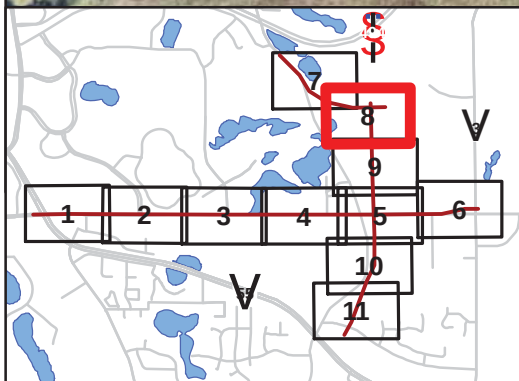
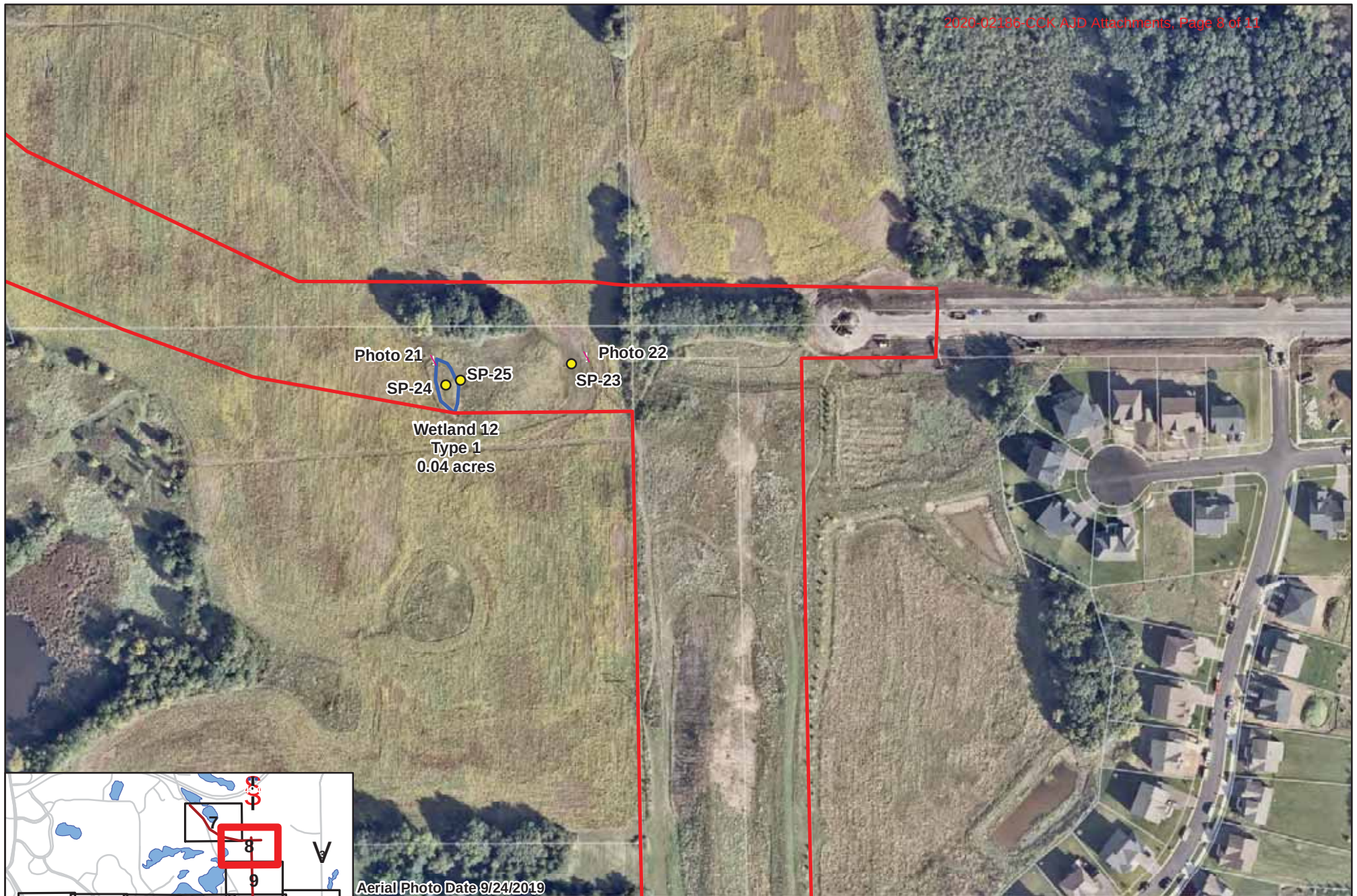
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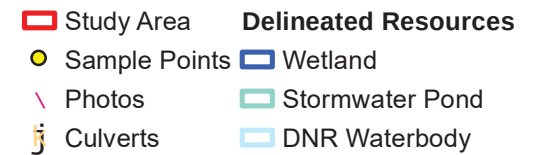
Figure 3. Delineated Wetland Boundaries and Type

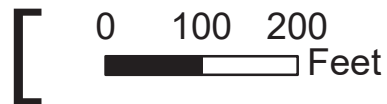
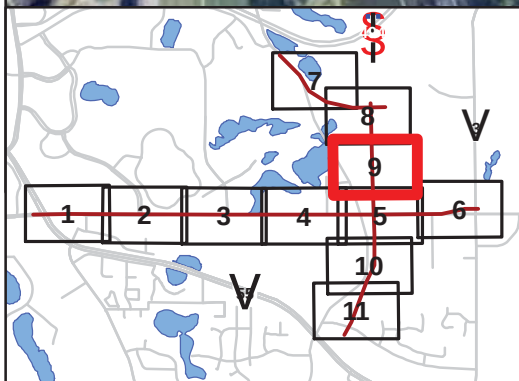
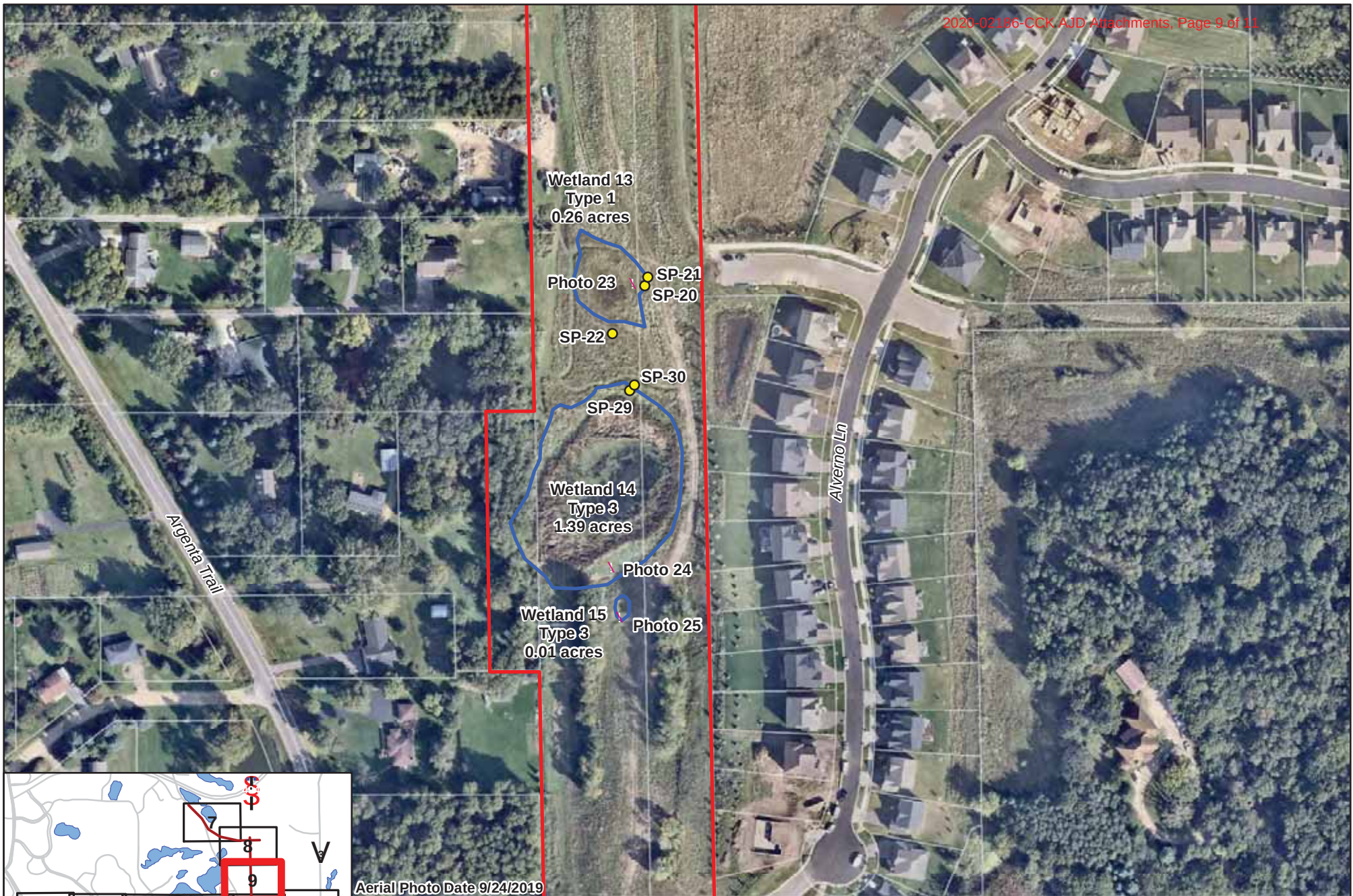




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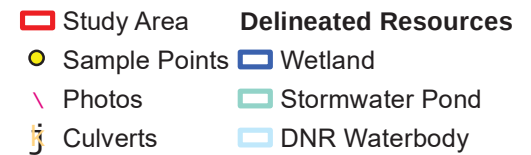
Figure 3. Delineated Wetland Boundaries and Type

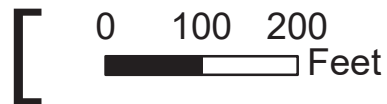
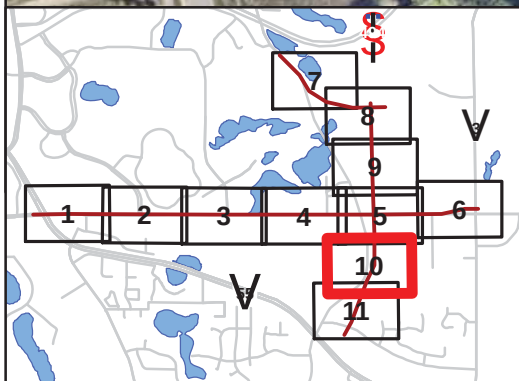
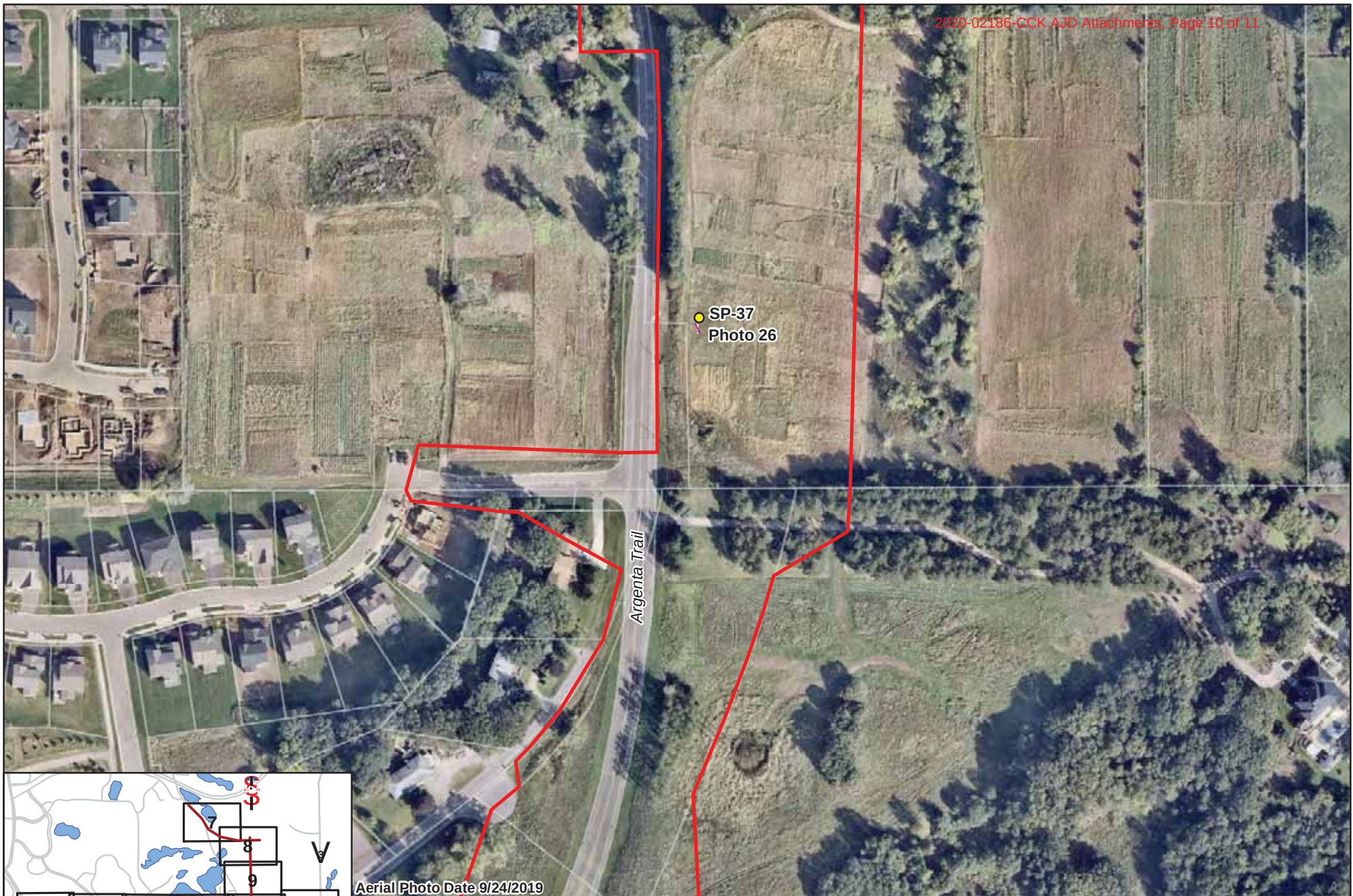




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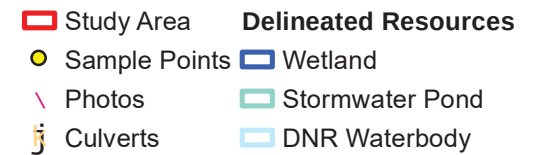
Figure 3. Delineated Wetland Boundaries and Type

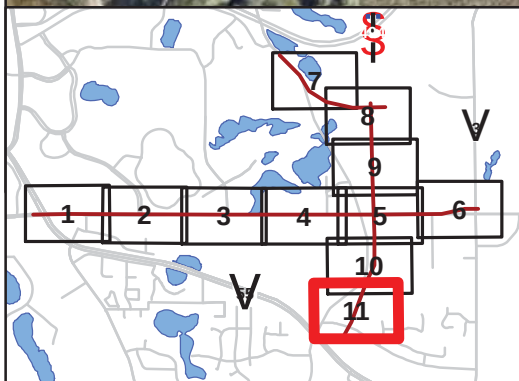




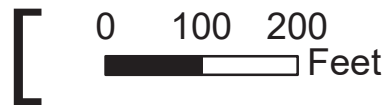
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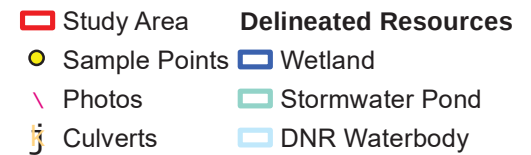


Aerial Photo Date 9/24/2019



Kimley»Horn

Figure 3. Delineated Wetland Boundaries and Type



**NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND
REQUEST FOR APPEAL**

Applicant: Dakota County Dept. of Transportation **File No.:** MVP-2020-02186-CCK **Date:** November 04, 2020

Attached is: _____ See Section below

	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
X	APPROVED JURISDICTIONAL DETERMINATION	D
	PRELIMINARY JURISDICTIONAL DETERMINATION	E

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

U.S. Army Corps of Engineers
St. Paul District, Regulatory Branch
180 Fifth Street East
St. Paul, MN 55101-1678

If you only have questions regarding the appeal process you may also contact the Division Engineer through:

Administrative Appeals Review Officer
Mississippi Valley Division
P.O. Box 80 (1400 Walnut Street)
Vicksburg, MS 39181-0080
601-634-5820 FAX: 601-634-5816

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

I. ADMINISTRATIVE INFORMATION

Completion Date of Approved Jurisdictional Determination (AJD): November 04, 2020

ORM Number: MVP-2020-02186-CCK

Associated JDs: N/A

Review Area Location¹: State/Territory: Minnesota City: Eagan and Inver Grove Heights

County/Parish/Borough: Dakota

Center Coordinates of Review Area: Latitude 44.848057 Longitude -93.106924

II. FINDINGS

A. Summary: Check all that apply. At least one box from the following list MUST be selected. Complete the corresponding sections/tables and summarize data sources.

- ☐ The review area is comprised entirely of dry land (i.e., there are no waters or water features, including wetlands, of any kind in the entire review area). Rationale: N/A
- ☐ There are "navigable waters of the United States" within Rivers and Harbors Act jurisdiction within the review area (complete table in Section II.B).
- ☐ There are "waters of the United States" within Clean Water Act jurisdiction within the review area (complete appropriate tables in Section II.C).
- ☒ There are waters or water features excluded from Clean Water Act jurisdiction within the review area (complete table in Section II.D).

B. Rivers and Harbors Act of 1899 Section 10 (§ 10)²

§ 10 Name	§ 10 Size	§ 10 Criteria	Rationale for § 10 Determination
N/A.	N/A.	N/A.	N/A.

C. Clean Water Act Section 404

Territorial Seas and Traditional Navigable Waters ((a)(1) waters): ³				
(a)(1) Name	(a)(1) Size	(a)(1) Criteria	Rationale for (a)(1) Determination	
N/A.	N/A.	N/A.	N/A.	

Tributaries ((a)(2) waters):				
(a)(2) Name	(a)(2) Size	(a)(2) Criteria	Rationale for (a)(2) Determination	
N/A.	N/A.	N/A.	N/A.	

Lakes and ponds, and impoundments of jurisdictional waters ((a)(3) waters):				
(a)(3) Name	(a)(3) Size	(a)(3) Criteria	Rationale for (a)(3) Determination	
N/A.	N/A.	N/A.	N/A.	

Adjacent wetlands ((a)(4) waters):				
(a)(4) Name	(a)(4) Size	(a)(4) Criteria	Rationale for (a)(4) Determination	
N/A.	N/A.	N/A.	N/A.	

¹ Map(s)/figure(s) are attached to the AJD provided to the requestor.

² If the navigable water is not subject to the ebb and flow of the tide or included on the District's list of Rivers and Harbors Act Section 10 navigable waters list, do NOT use this document to make the determination. The District must continue to follow the procedure outlined in 33 CFR part 329.14 to make a Rivers and Harbors Act Section 10 navigability determination.

³ A stand-alone TNW determination is completed independently of a request for an AJD. A stand-alone TNW determination is conducted for a specific segment of river or stream or other type of waterbody, such as a lake, where upstream or downstream limits or lake borders are established. A stand-alone TNW determination should be completed following applicable guidance and should NOT be documented on the AJD Form.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

D. Excluded Waters or Features

Excluded waters ((b)(1) – (b)(12)): ⁴				
Exclusion Name	Exclusion Size		Exclusion ⁵	Rationale for Exclusion Determination
Wetland 2, 3, 7, 8, 9, 10	1.92	acre(s)	(b)(1) Nonadjacent wetland.	Wetlands 2, 3, 7, 8, 9, and 10 are six separate wetland areas located on the north and south sides of CSAH 26. A review of the data sources in Section III.A indicates that all six of these wetland areas are geographically isolated and physically separated from potential downstream waters.
Wetland 11, 12, 13, 14, 15	0.40	acre(s)	(b)(1) Nonadjacent wetland.	Wetlands 11, 12, 13, 14, and 15 are five separate wetland areas located to the east of Argenta Trail. A review of the data sources in Section III.A indicates that all five of these wetland areas are geographically isolated and physically separated from potential downstream waters.
Wetland 4 (4a and 4b), PWI#256W	0.32	acre(s)	(b)(1) Nonadjacent wetland.	Wetland 4a and 4b are small wetland areas located on the north side of CSAH 26. These wetland areas may convey flows north into a larger wetland area (PWI #256W). However, the data sources in Section III.A indicates that PWI #256W is surrounded by uplands, and is physically separated from other potential downstream waters. No connectivity conveying flow was found between this wetland area and adjacent wetlands to the north and northeast.
Stormwater pond 1, Stormwater pond 2, Stormwater pond 3	0.58	acre(s)	(b)(10) Stormwater control feature constructed or excavated in upland or in a non-jurisdictional water to convey, treat, infiltrate, or store stormwater runoff.	Stormwater ponds 1, 2, and 3 are stormwater control features constructed in uplands to store stormwater runoff. A review of the data sources in Section III.A indicates Stormwater Pond 1 was constructed in uplands in 2014, and Stormwater Ponds 2 and 3 were constructed in 2017 in uplands.

⁴ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁵ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

Excluded waters ((b)(1) – (b)(12)): ⁶			
Exclusion Name	Exclusion Size	Exclusion ⁷	Rationale for Exclusion Determination
Wetland 1, 5, 6	0.22	acre(s)	(b)(5) Ditch that is not an (a)(1) or (a)(2) water, and those portions of a ditch constructed in an (a)(4) water that do not satisfy the conditions of (c)(1).
			Wetlands 1, 5, and 6 are roadside ditches that were constructed in uplands and are now linear wetlands.

III. SUPPORTING INFORMATION

A. Select/enter all resources that were used to aid in this determination and attach data/maps to this document and/or references/citations in the administrative record, as appropriate.

☒ Information submitted by, or on behalf of, the applicant/consultant: [Dakota County Department of Transportation, Joint Permit Application](#)

This information is sufficient for purposes of this AJD.

Rationale: [N/A](#)

☐ Data sheets prepared by the Corps: [Title\(s\) and/or date\(s\)](#).

☒ Photographs: [Aerial: Google Earth Imagery, \(1991-2020\); 2006, 2008, 2013, 2014, 2016, 2017, 2018, 2019 photos from Applicant, On-site photos provided by applicant dated November 2019](#)

☐ Corps site visit(s) conducted on: [Date\(s\)](#).

☐ Previous Jurisdictional Determinations (AJDs or PJDs): [MVP-2014-02104-JTB, March 23, 2017 \(for Wetland 14\)](#)

☐ Antecedent Precipitation Tool: [provide detailed discussion in Section III.B.](#)

☐ USDA NRCS Soil Survey: [Dakota County Web Soil Survey, accessed October 2019](#)

☒ USFWS NWI maps: [USFWS NWI of MN, 1974-1978](#)

☒ USGS topographic maps: [1:24k USGS Saint Paul SW Quadrangle](#)

Other data sources used to aid in this determination:

Data Source (select)	Name and/or date and other relevant information
USGS Sources	N/A.
USDA Sources	N/A.
NOAA Sources	N/A.
USACE Sources	N/A.
State/Local/Tribal Sources	N/A.
Other Sources	Lidar 2-Foot Contours

⁶ Some excluded waters, such as (b)(2) and (b)(4), may not be specifically identified on the AJD form unless a requestor specifically asks a Corps district to do so. Corps districts may, in case-by-case instances, choose to identify some or all of these waters within the review area.

⁷ Because of the broad nature of the (b)(1) exclusion and in an effort to collect data on specific types of waters that would be covered by the (b)(1) exclusion, four sub-categories of (b)(1) exclusions were administratively created for the purposes of the AJD Form. These four sub-categories are not new exclusions, but are simply administrative distinctions and remain (b)(1) exclusions as defined by the NWPR.



**U.S. ARMY CORPS OF ENGINEERS
REGULATORY PROGRAM
APPROVED JURISDICTIONAL DETERMINATION FORM (INTERIM)
NAVIGABLE WATERS PROTECTION RULE**

B. Typical year assessment(s): N/A or provide typical year assessment for each relevant data source used to support the conclusions in the AJD.

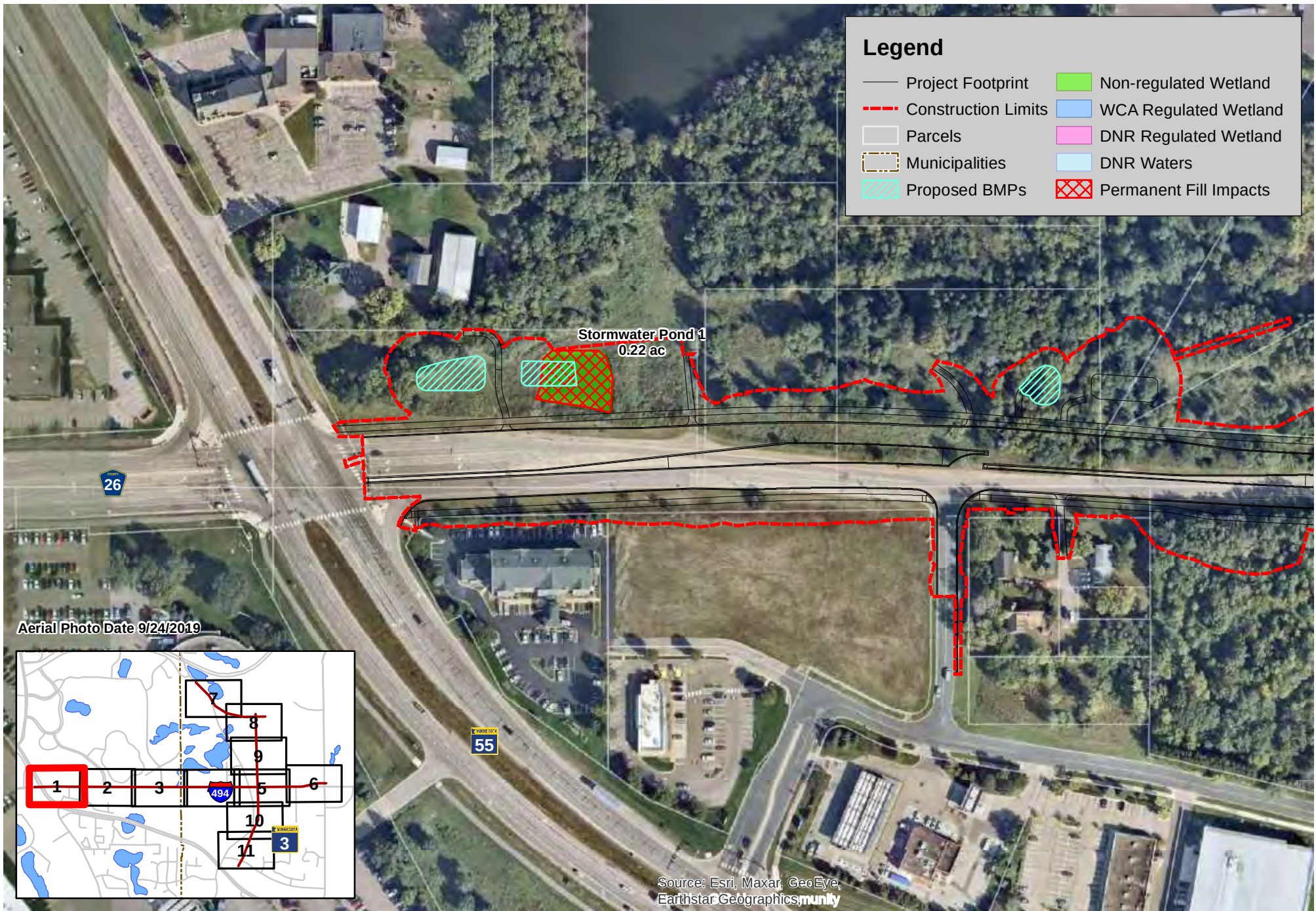
C. Additional comments to support AJD: The review are for this determination is limited to the delineated boundaries of 15 wetland areas, 1 open water area, and 3 stormwater ponds labeled as Wetland 1, Wetland 2, Wetland 3, Wetland 4, Wetland 5, Wetland 6, Wetland 7, Wetland 8, Wetland 9, Wetland 10, Wetland 11, Wetland 12, Wetland 13, Wetland 14, Wetland 15, PWI #256W, Stormwater Pond 1, Stormwater Pond 2, and Stormwater Pond 3 on the attached figures labeled 2020-02186-CCK AJD Attachments, Pages 1-4.. The total area of non-jurisdictional waters within the review area is approximately 3.44 acres.

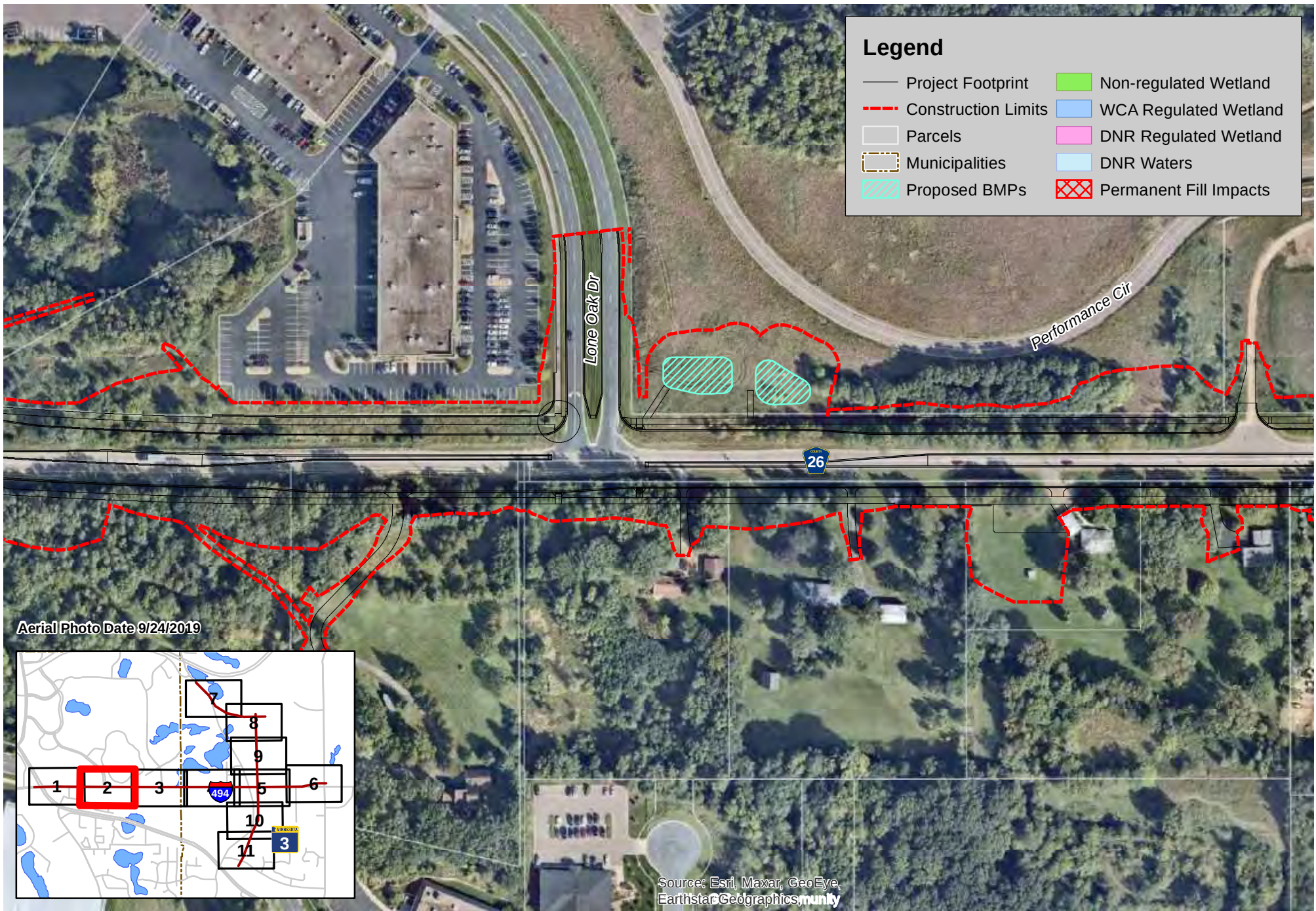
All of the wetlands within the review area meet the definition of “wetlands” under paragraph (c)(16) and are not (a)(4) waters because they do not meet the definition of “adjacent wetlands” under paragraph (c)(1). Wetlands 2, 3, 7, 8, 9, and 10 are six separate wetland areas located on the north and south sides of CSAH 26. A review of the data sources in Section III.A indicates that all six of these wetland areas are geographically isolated and physically separated from potential downstream waters. Wetlands 11, 12, 13, 14, and 15 are five separate wetland areas located to the east of Argenta Trail. A review of the data sources in Section III.A indicates that all five of these wetland areas are geographically isolated and physically separated from potential downstream waters

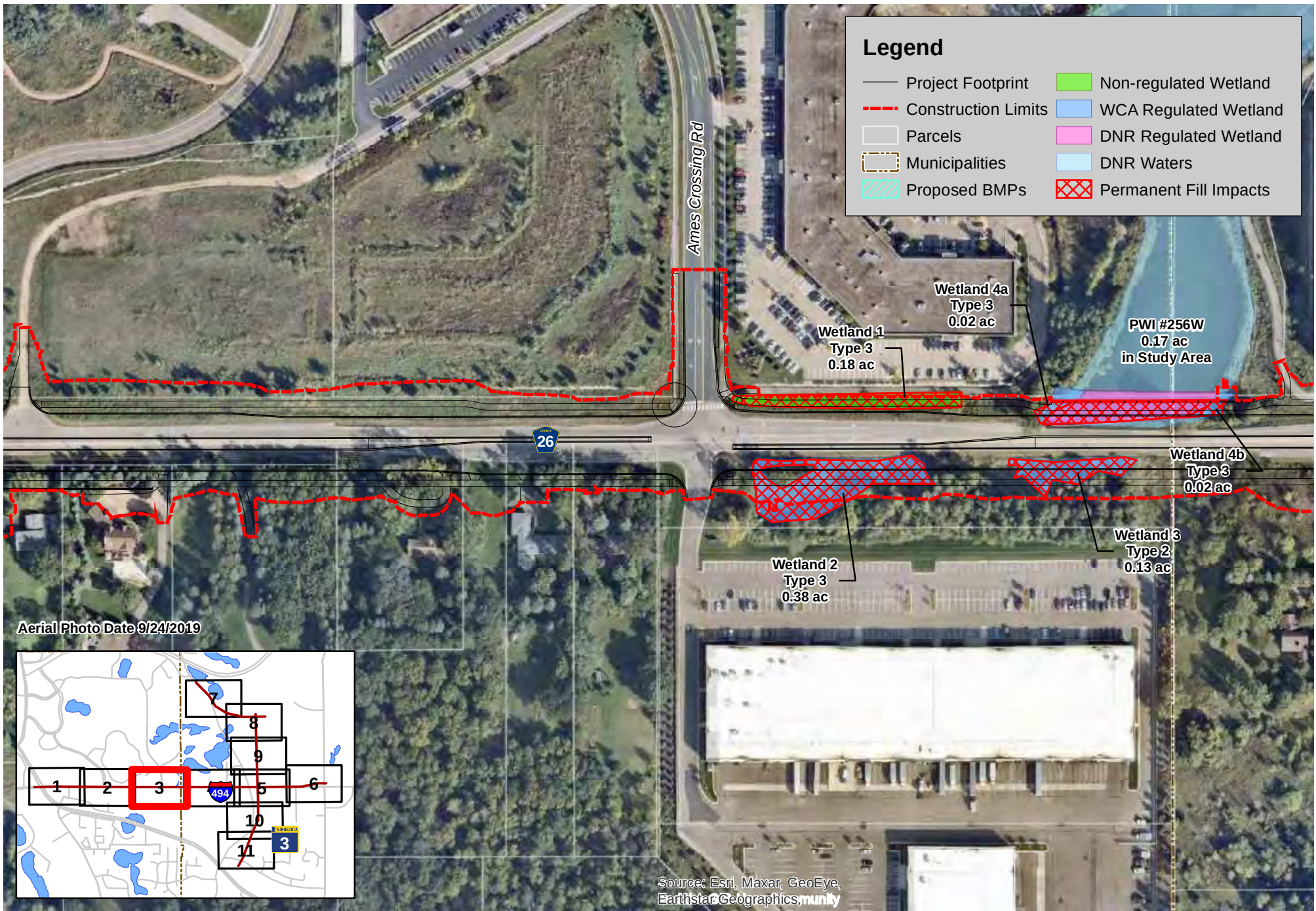
Wetland 4a and 4b are small wetland areas located on the north side of CSAH 26. These wetland areas may convey flows north into a larger wetland area (PWI #256W). However, the data sources in Section III.A indicates that PWI #256W is surrounded by uplands, and is physically separated from other potential downstream waters. No connectivity conveying flow was found between this wetland area and adjacent wetlands to the north and northeast. Wetlands 1, 5, and 6 are roadside ditches that were constructed in uplands and are now linear wetlands.

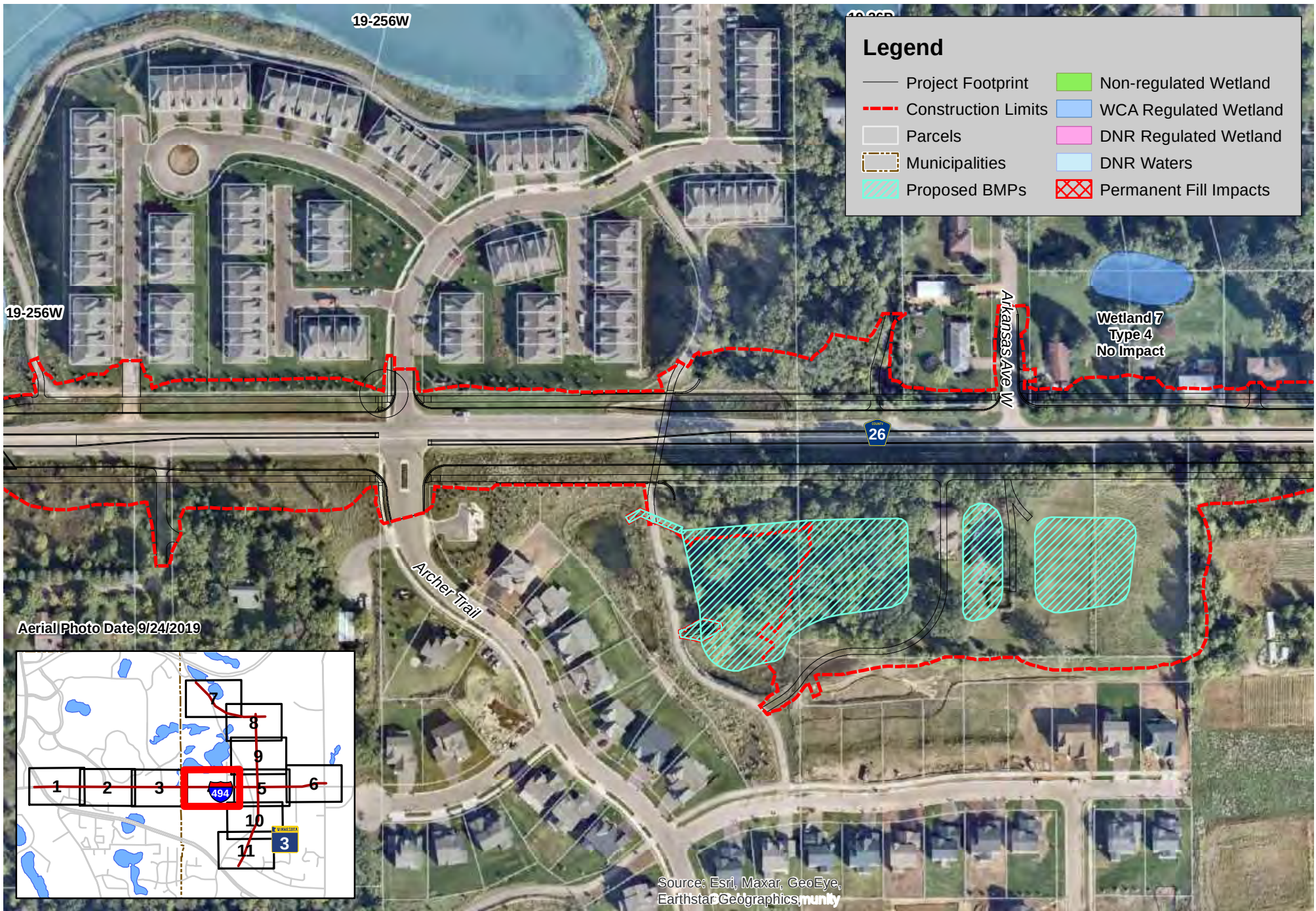
This was confirmed by reviewing aerial photography, national hydrography data, and topographic data. Based on this review, the assessed ditches are not jurisdictional under the Navigable Waters Protection Rule because they meet the requirements of the exclusion for ditches under paragraph (b)(5).

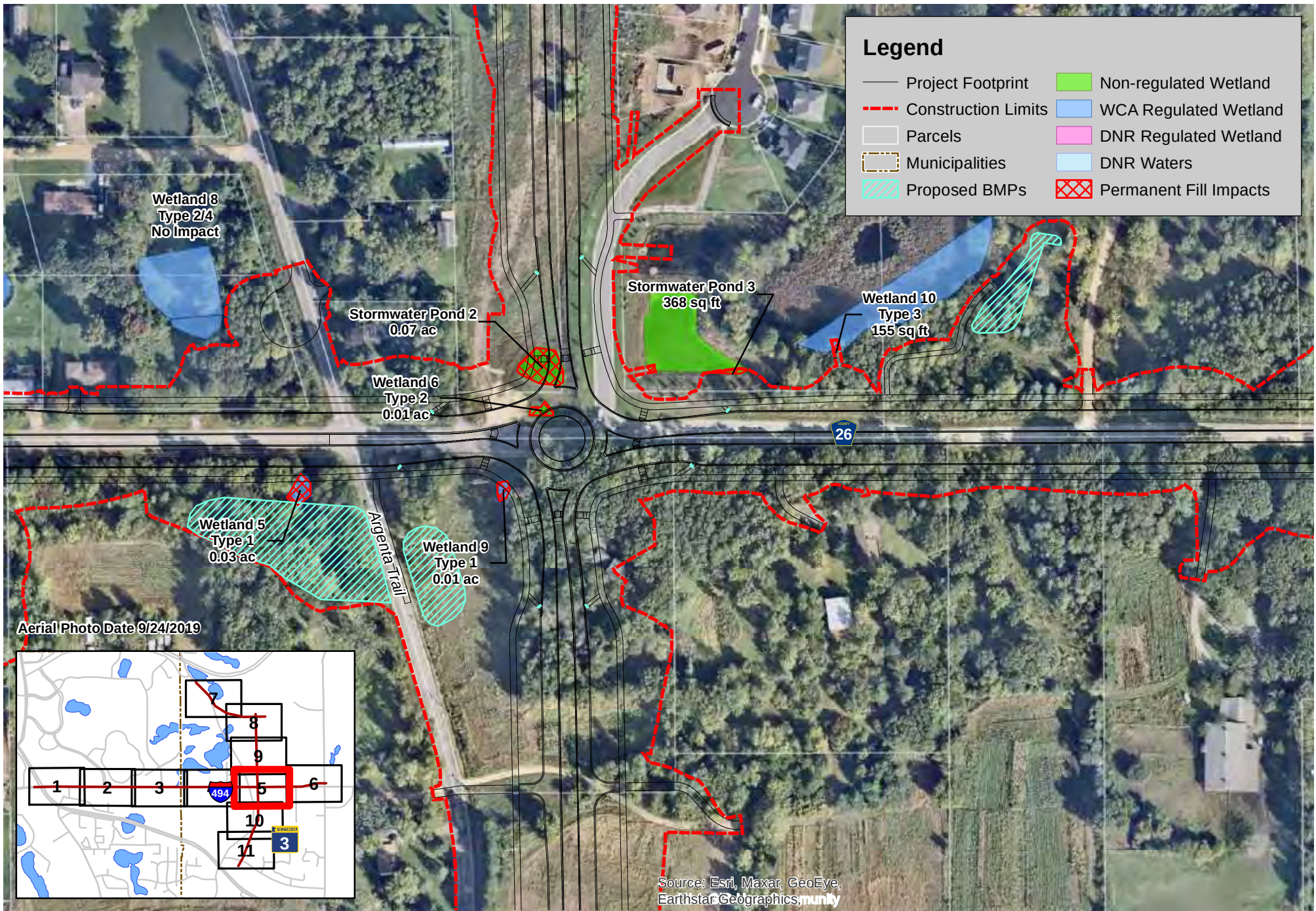
APPENDIX B: WETLAND IMPACTS

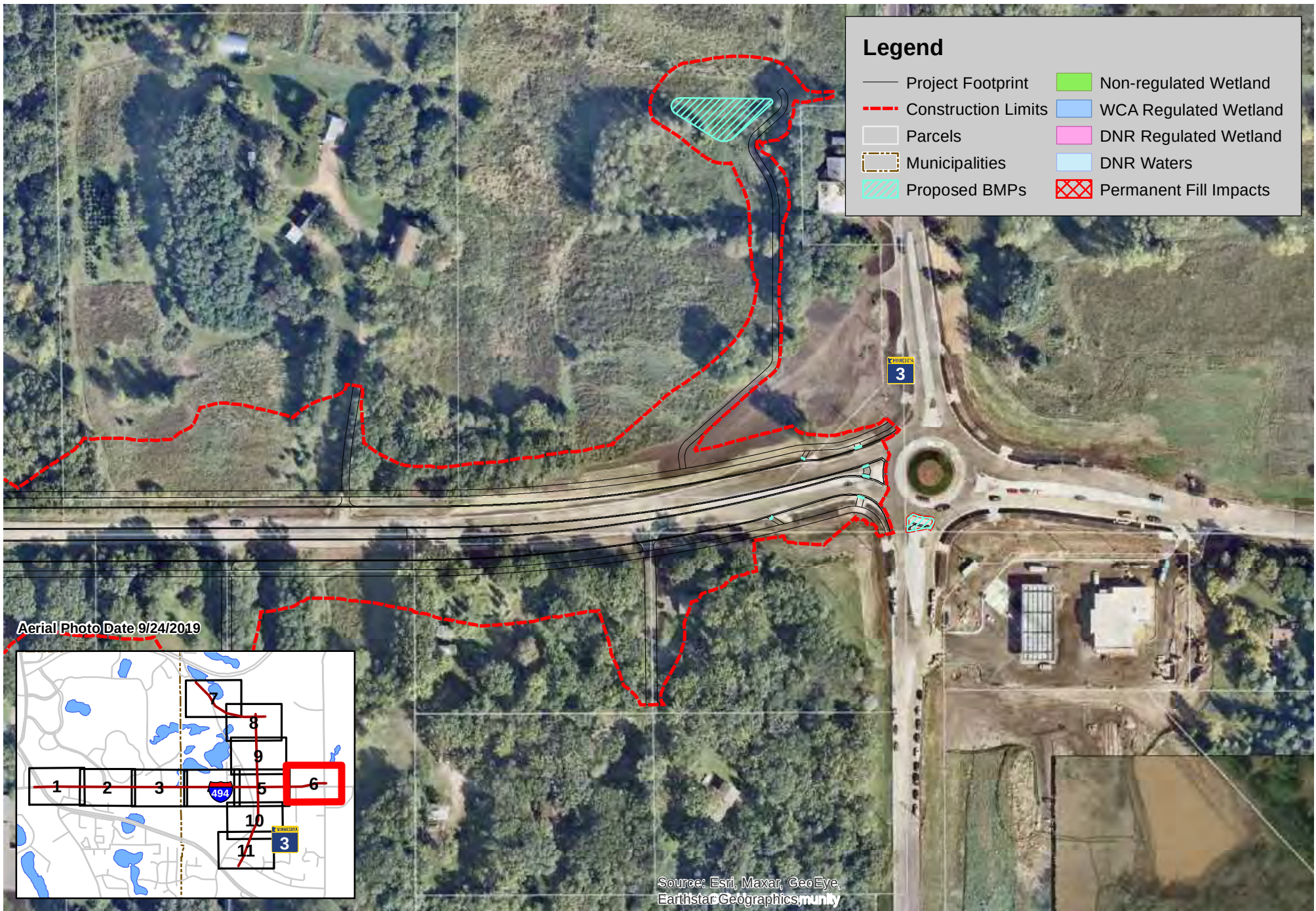


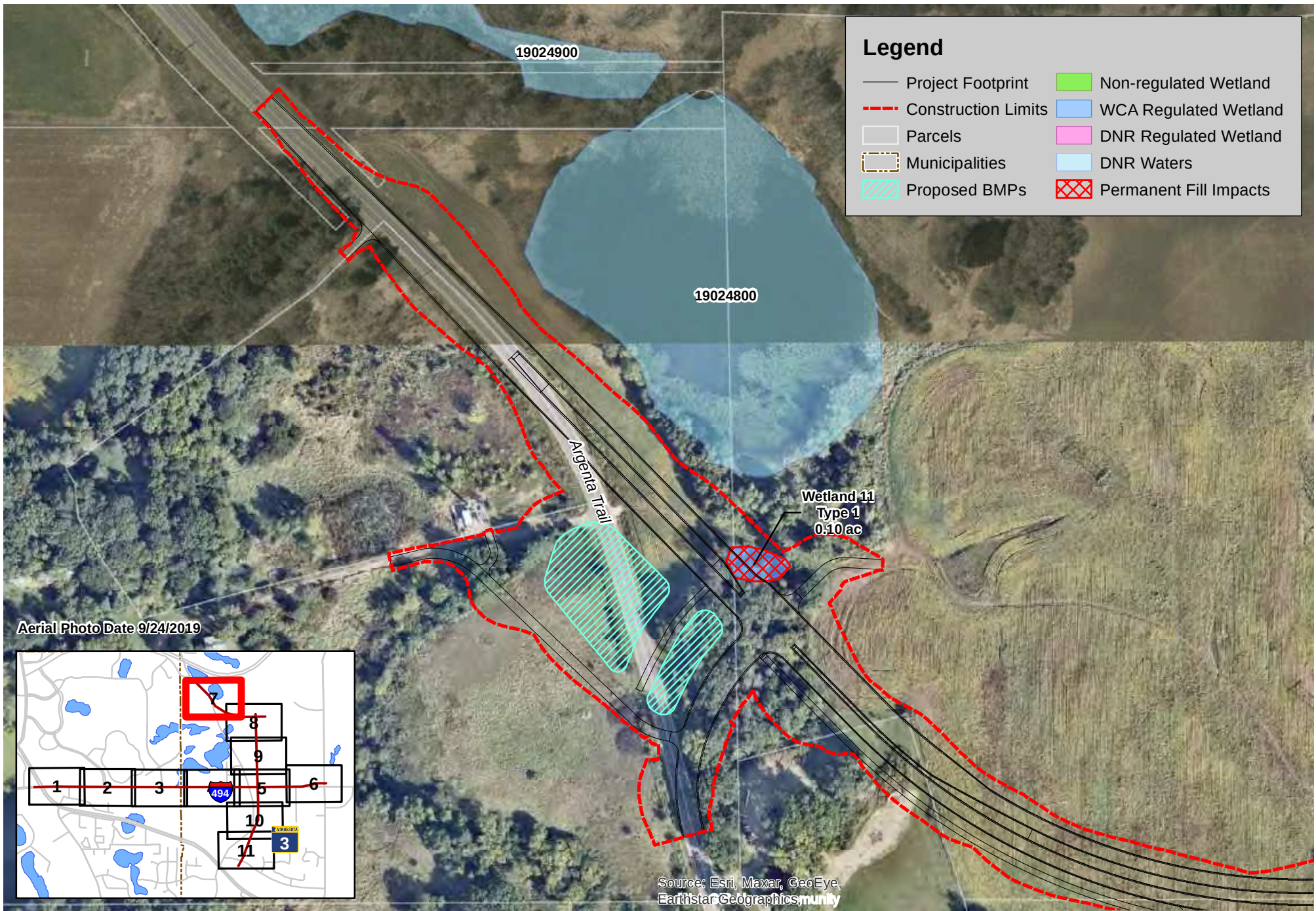


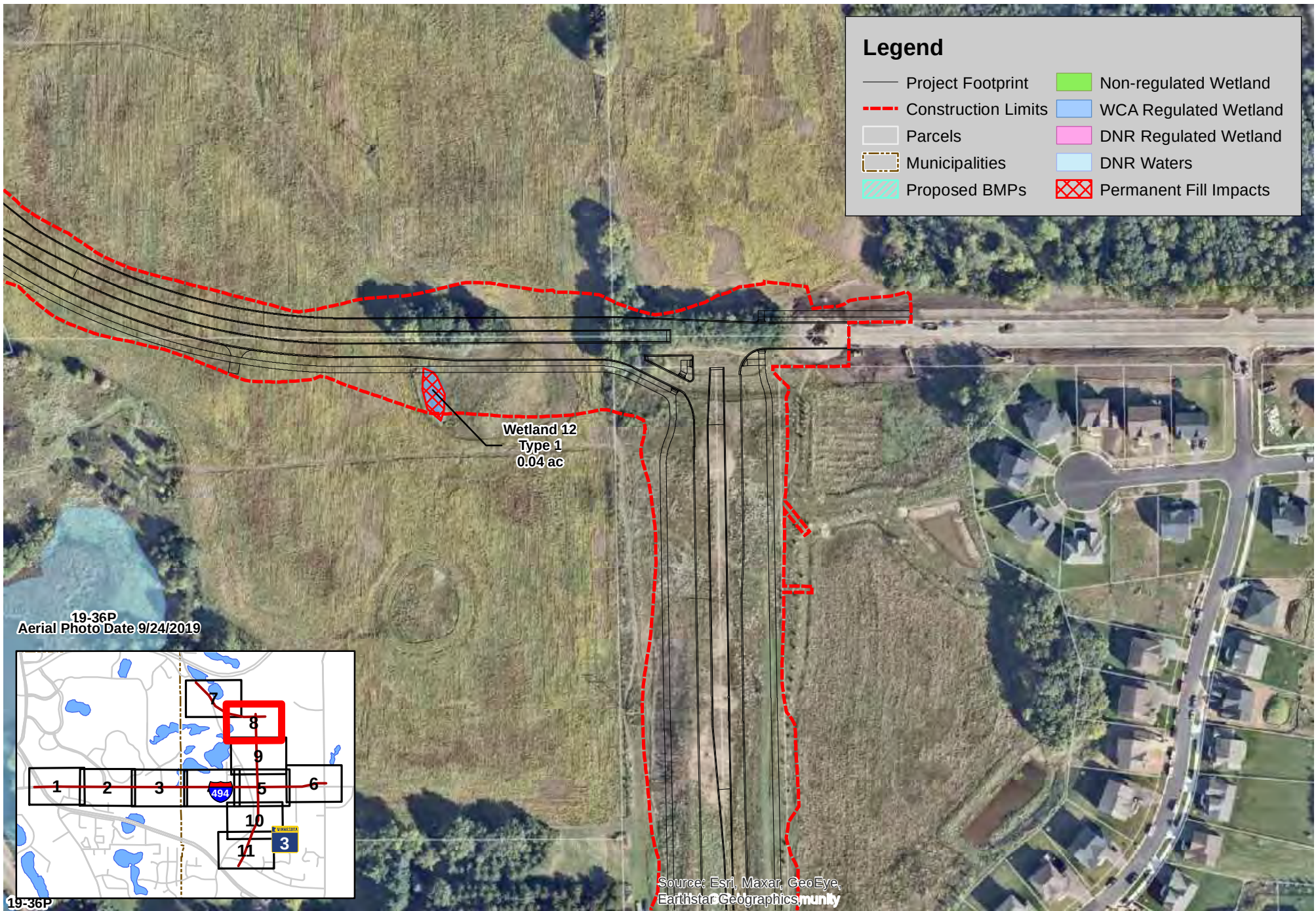


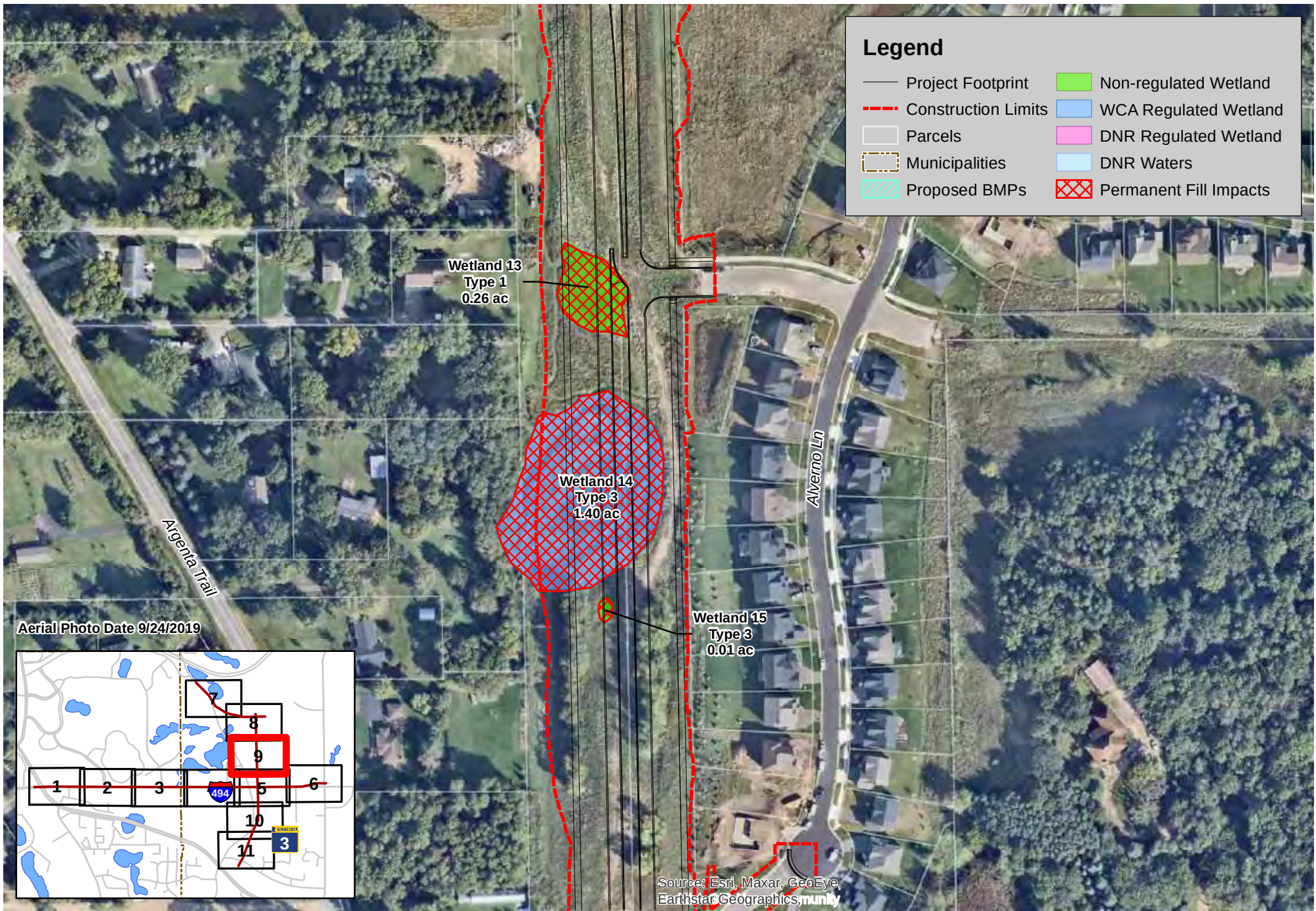


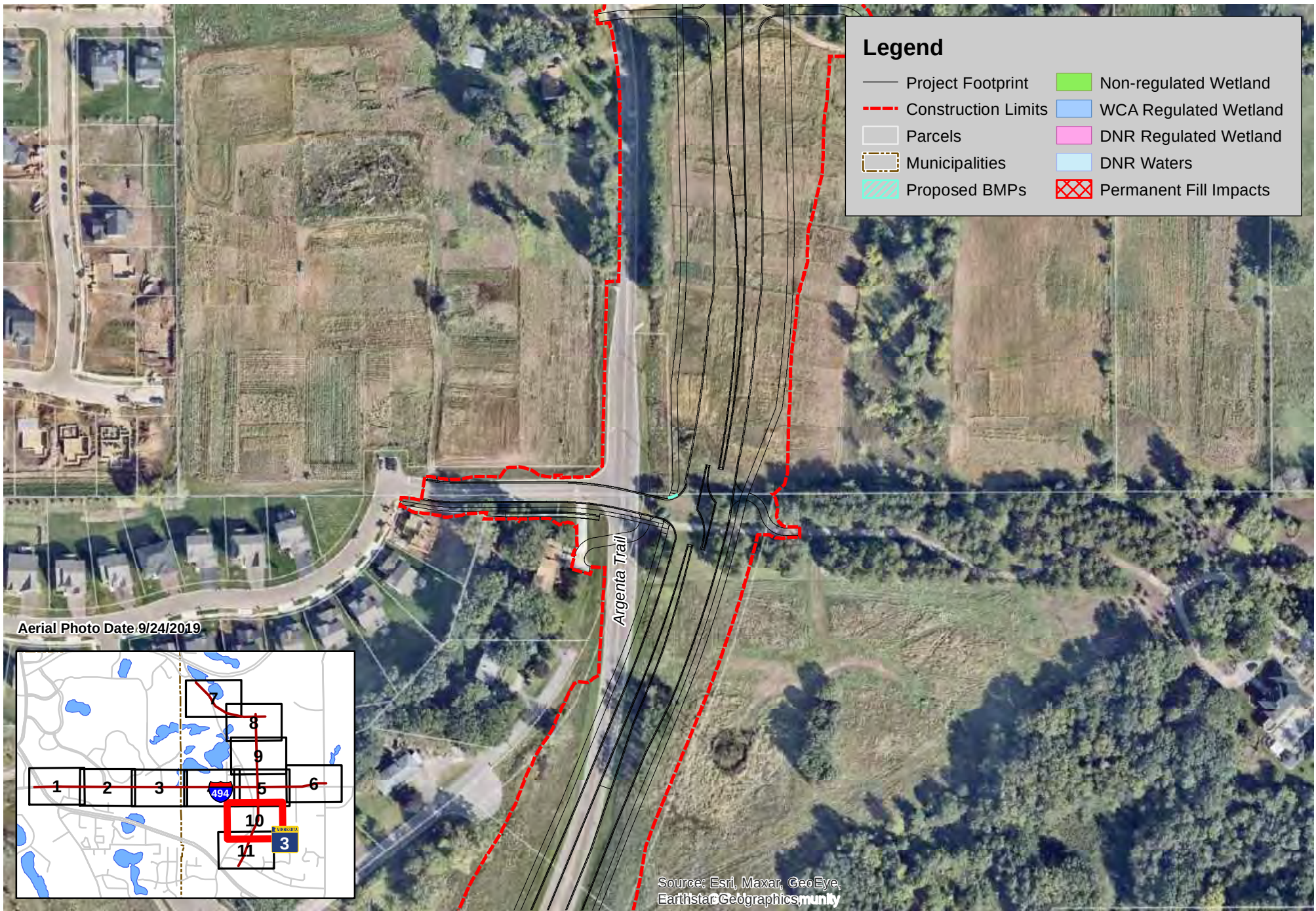


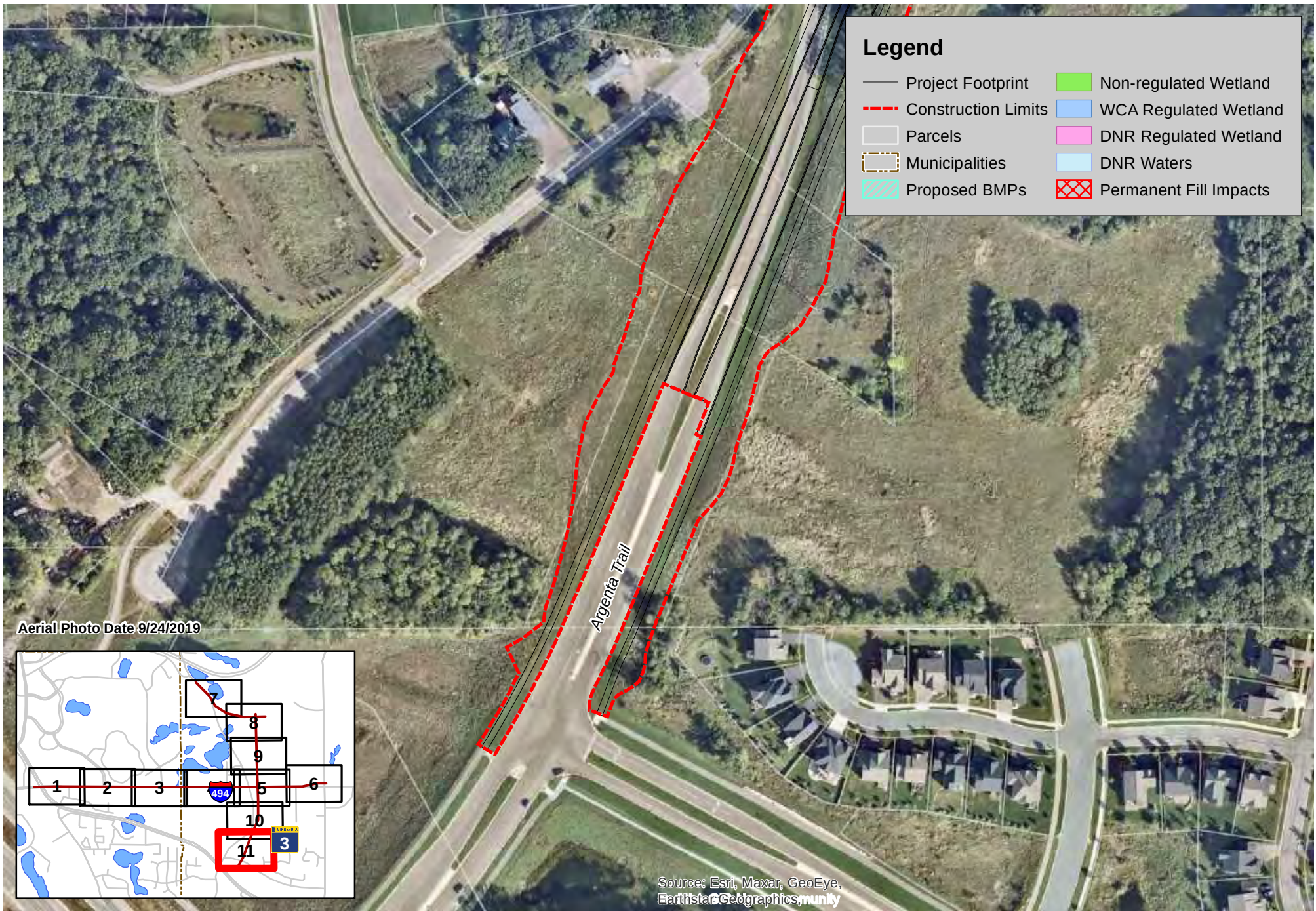






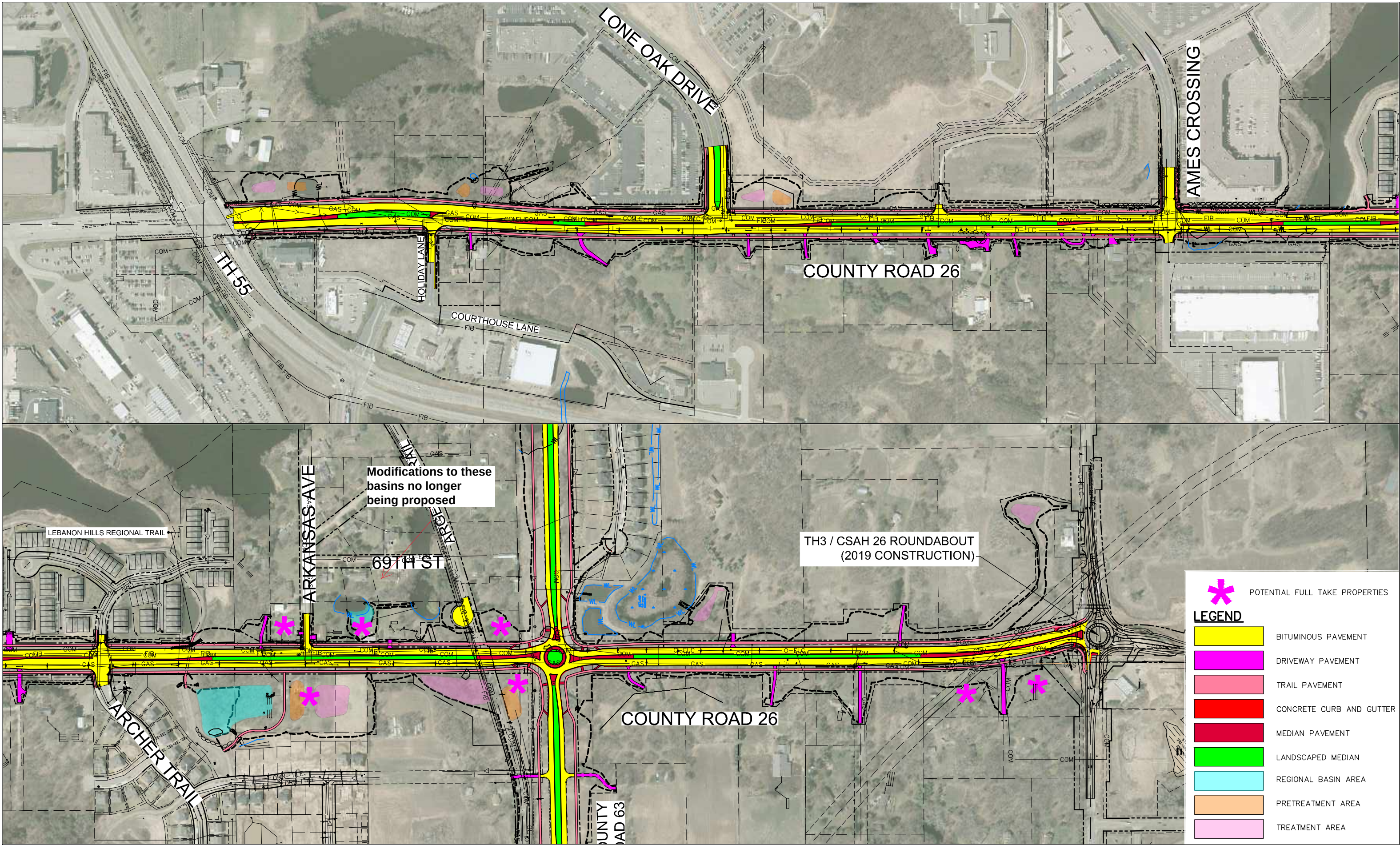




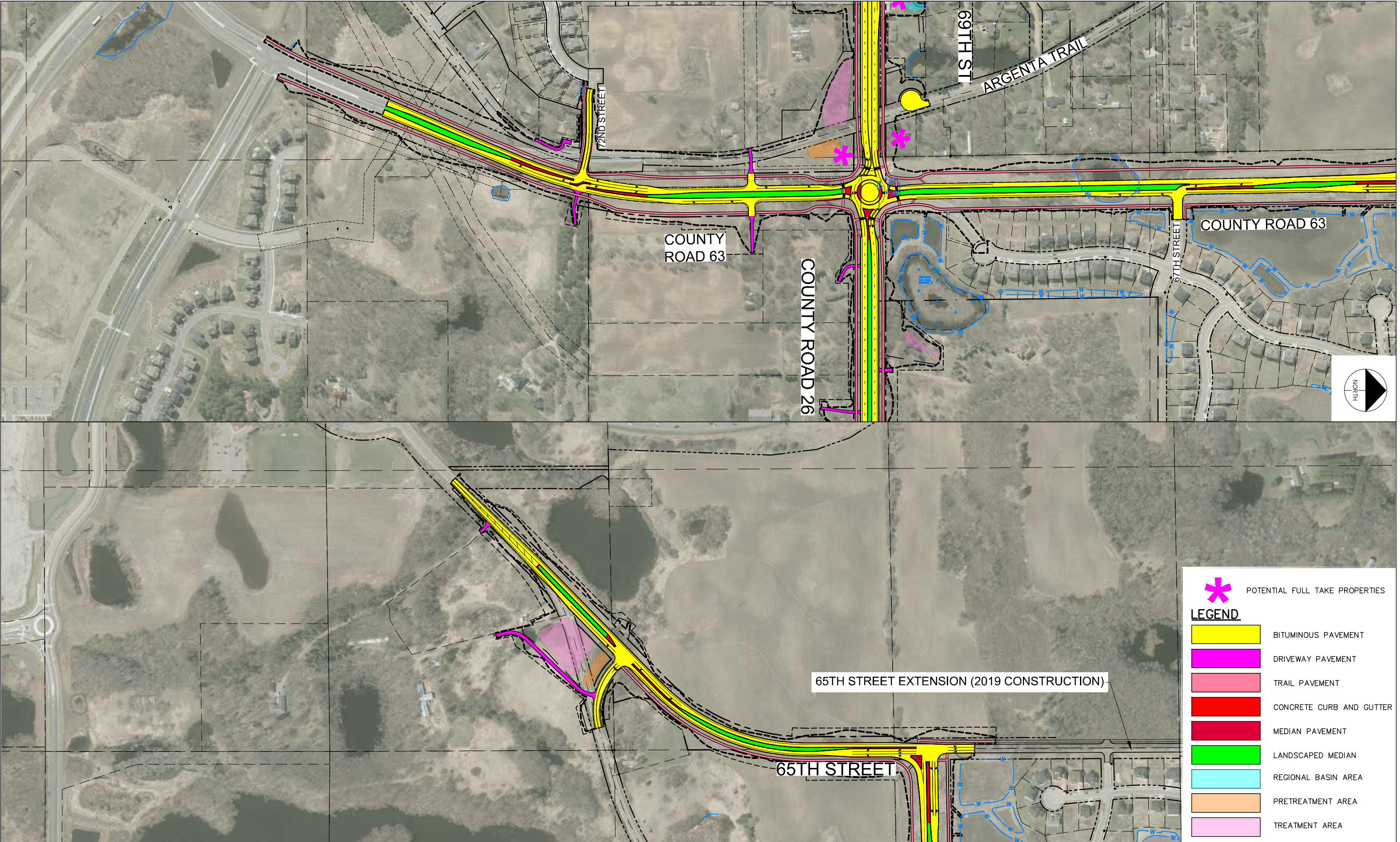


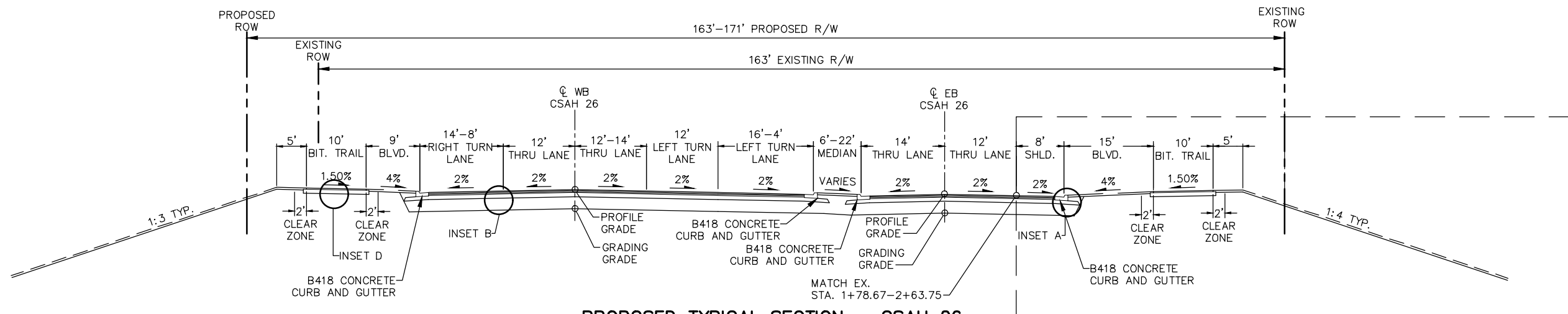
APPENDIX C: LAYOUT AND CROSS SECTIONS

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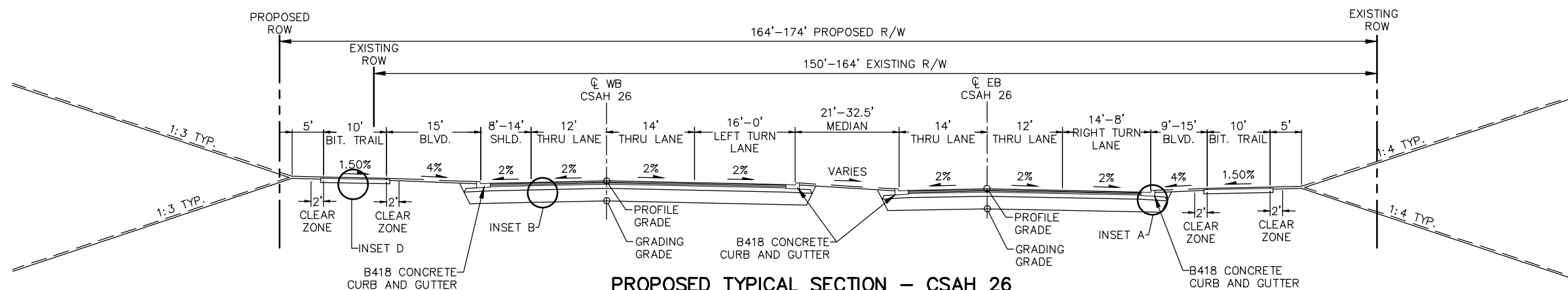
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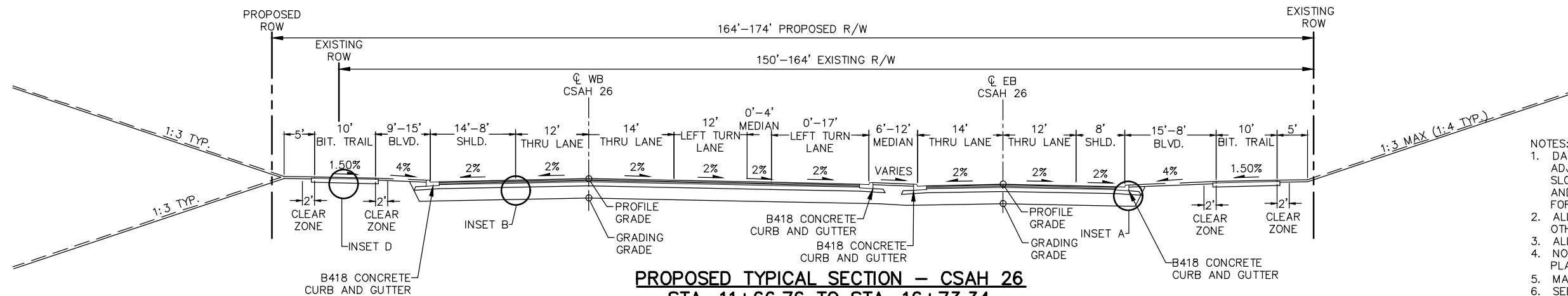


PROPOSED TYPICAL SECTION – CSAH 26
STA. 1+78.67 TO STA. 6+99.04

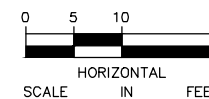
STA. 2+63.75 TO STA. 6+99.04



PROPOSED TYPICAL SECTION – CSAH 26
STA. 6+99.04 TO STA. 11+66+.76



PROPOSED TYPICAL SECTION – CSAH 26
STA. 11+66.76 TO STA. 16+73.34



- NOTES:
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 2. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 3. ALL CROSS SLOPES ARE IN PERCENT GRADE.
 4. NORMAL CROSS SLOPES ARE SHOWN. SEE SUPERELEVATION PLANS FOR PAVEMENT TRANSITIONS AND CROWN SHIFTS.
 5. MAXIMUM ROLLOVER IS 0.07 FT/FT.
 6. SEE SHEET 31 FOR PAVEMENT INSETS.
 7. SEE SHEETS 179-### FOR TURF ESTABLISHMENT DETAILS.
 8. WHEN MEDIAN IS GREATER THAN 8 FEET, SEE DETAILS & CROSS SECTIONS FOR AGGREGATE BASE AND SAND SUBBASE.
 9. SEE CONSTRUCTION AND CROSS SECTION SHEETS FOR TRANSITIONS AND VARIABLE BOULEVARD SLOPES AND WIDTHS.
 10. TEMPORARY AND PERMANENT EASEMENTS NOT SHOWN. SEE CONSTRUCTION PLANS AND CROSS SECTIONS FOR MORE DETAIL.
 11. ALL STATIONING IS BASED ON EB CSAH 26 OR NB CSAH 63.

No.	Date	Revisions	App.	DRAWING NAME
				CSAH26-TYPICAL SECTIONS.dwg
				DESIGNED BY: MAK
				DRAWN BY: MAK
				CHECKED BY: LBM
				DATE: 5/15/2020
				PROJECT NO. 160547022

Kimley»Horn
 767 EUSTIS STREET SUITE 100, ST. PAUL, MN 55114
 PHONE: 651-645-4197
 WWW.KIMLEY-HORN.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.

LUKE B. MOREN, P.E.
 DATE: 5/15/2020 MN LIC. NO. 54190



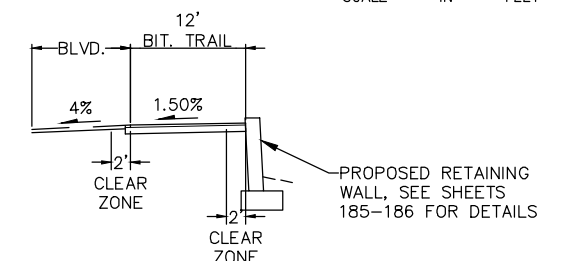
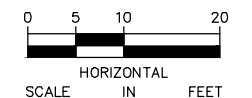
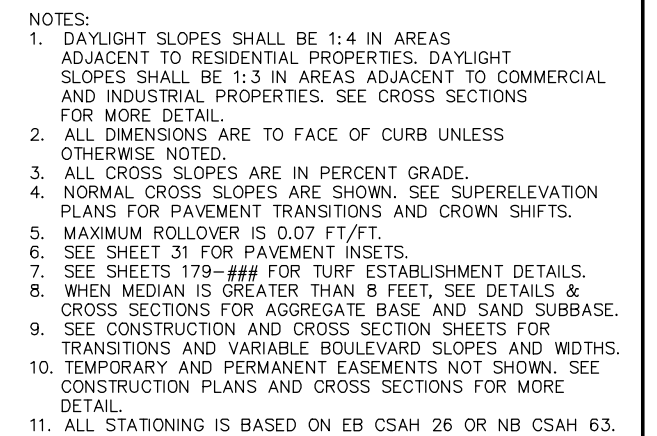
DAKOTA COUNTY
 CSAH 26 / CR 63

TYPICAL SECTIONS

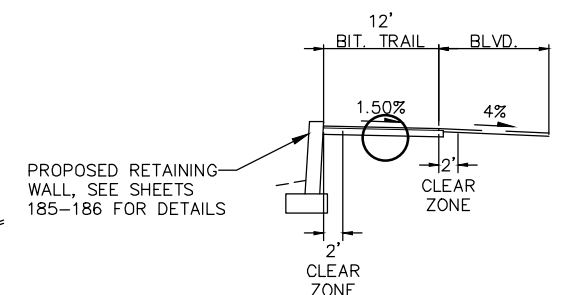
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IGH CITY PROJECTS: 2016-04, 2016-05	
	2015-08
COUNTY PROJECTS:	26-54, 63-27
S.P.	019-663-007, 178-020-028
	195-020-035, 019-626-026

SHEET NO.
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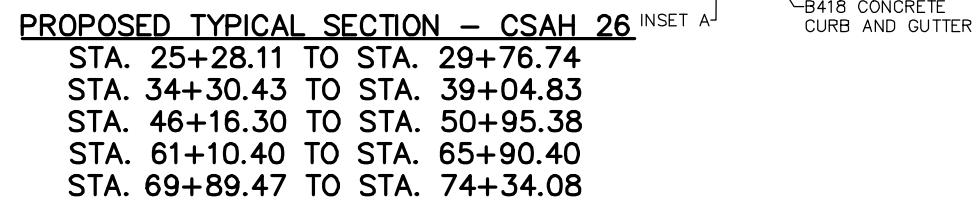
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STA. 29+23.73 TO STA. 30+77.24
STA. 32+50.03 TO STA. 34+23.63
STA. 34+41.75 TO STA. 36+93.68



STA. 63+52.80 TO STA. 65+36.84



No.	Date	Revisions	App.	DRAWING NAME
				CSAH26 – TYPICAL SECTIONS.dwg
				DESIGNED BY: MAK
				DRAWN BY: AMB
				CHECKED BY: LBM
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DAKOTA COUNTY
CSAH 26 / CR 63

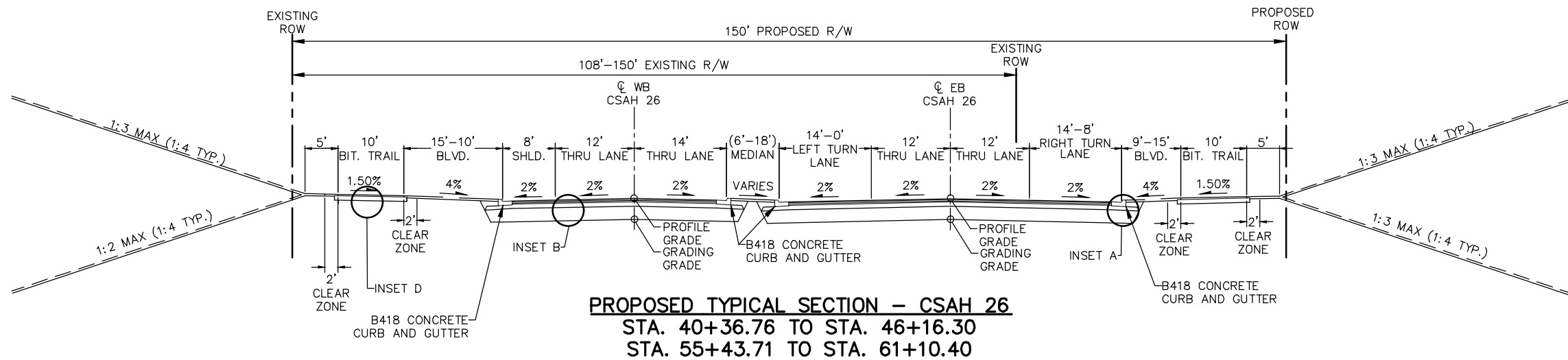
TYPICAL SECTIONS

EAGAN CITY PROJECT:	1275
IGH CITY PROJECTS: 2016-04, 2016-05	2015-08
COUNTY PROJECTS:	26-54, 63-27
S.P.	019-663-007, 178-020-028 195-020-035, 019-626-026

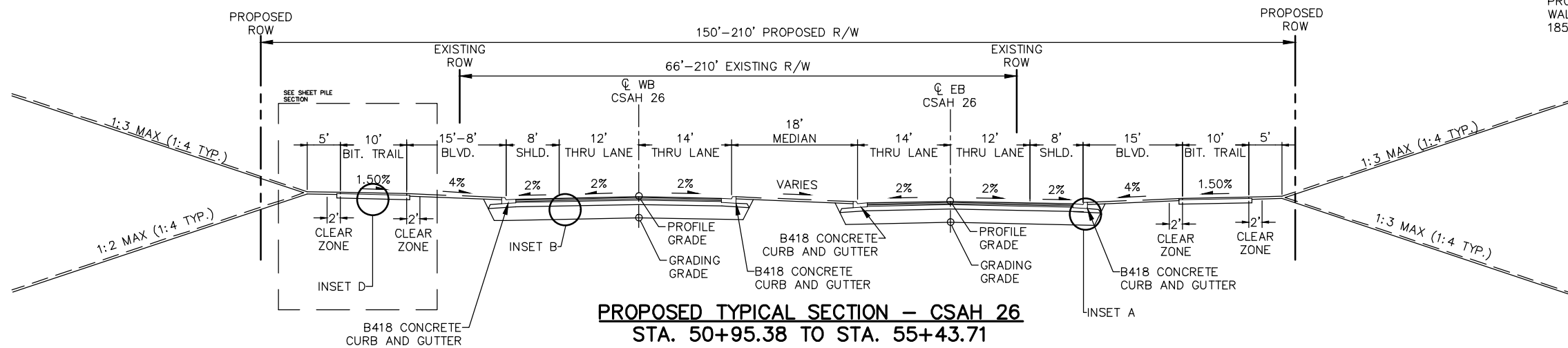
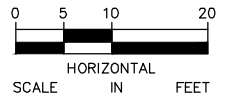
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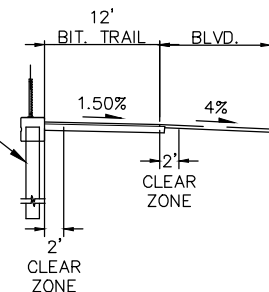
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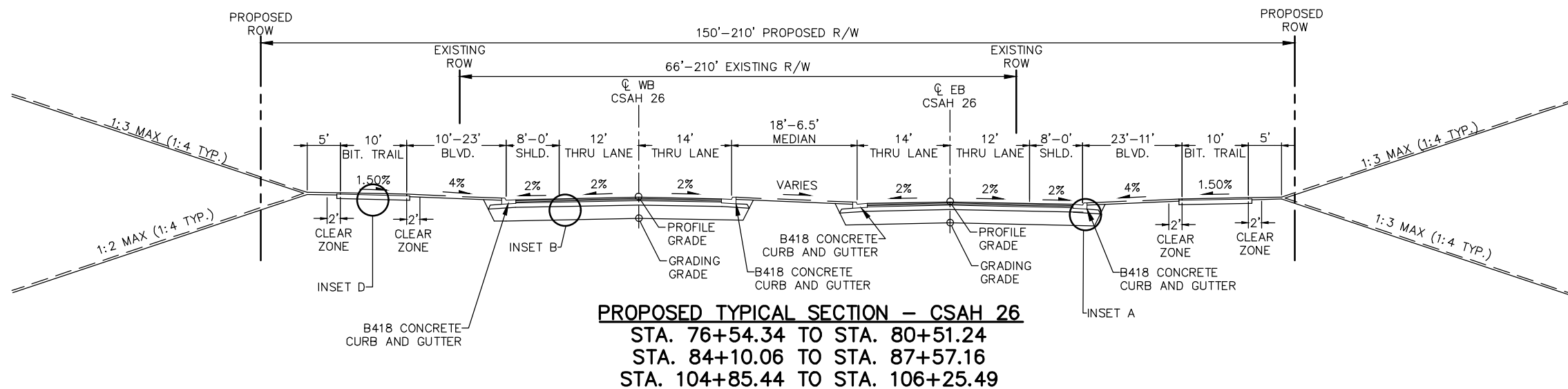
- NOTES:
1. DAYLIGHT SLOPES SHALL BE 1:4 IN AREAS ADJACENT TO RESIDENTIAL PROPERTIES. DAYLIGHT SLOPES SHALL BE 1:3 IN AREAS ADJACENT TO COMMERCIAL AND INDUSTRIAL PROPERTIES. SEE CROSS SECTIONS FOR MORE DETAIL.
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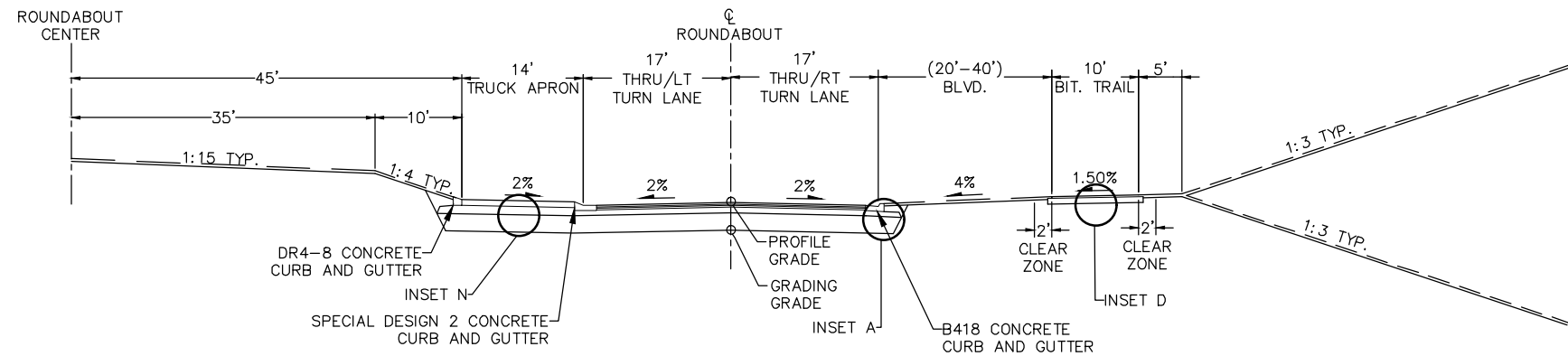
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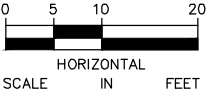
SHEET PILE WALL SECTION - CSAH 26
STA. 51+21.37 TO STA. 54+81.10



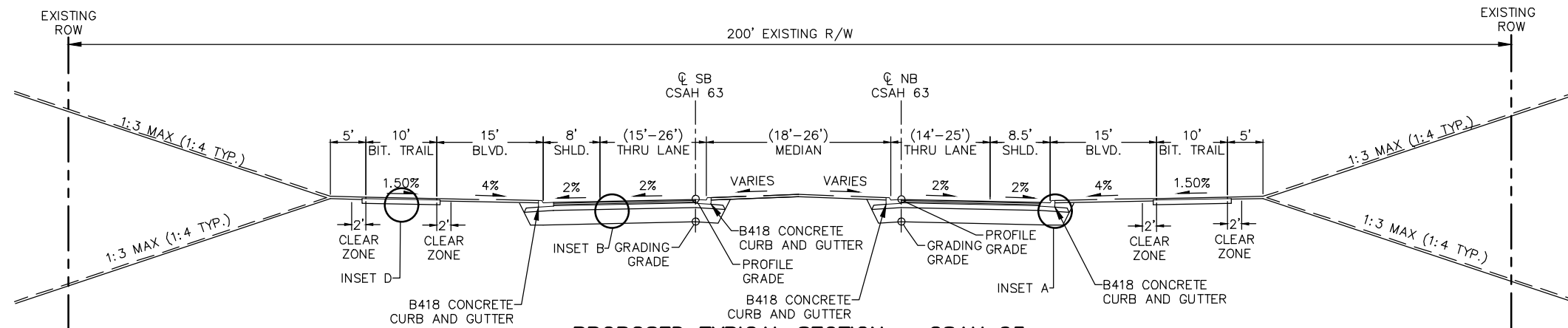
No.	Date	Revisions	App.	DRAWING NAME	 767 EUSTIS STREET SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LUKE B. MOREN, P.E. DATE: 5/15/2020 MN LIC. NO. 54190	 DAKOTA COUNTY CSAH 26 / CR 63 TYPICAL SECTIONS	EAGAN CITY PROJECT: 1275 IGH CITY PROJECTS: 2016-04, 2016-05 2015-08 COUNTY PROJECTS: 26-54, 63-27 S.P. 019-663-007, 178-020-028 195-020-035, 019-626-026	SHEET NO. 22 565
				CSAH26-TYPICAL SECTIONS.dwg					
				DESIGNED BY: MAK					
				DRAWN BY: AMB					
				CHECKED BY: LBM					
				DATE: 5/15/2020					
				PROJECT NO. 160547022					



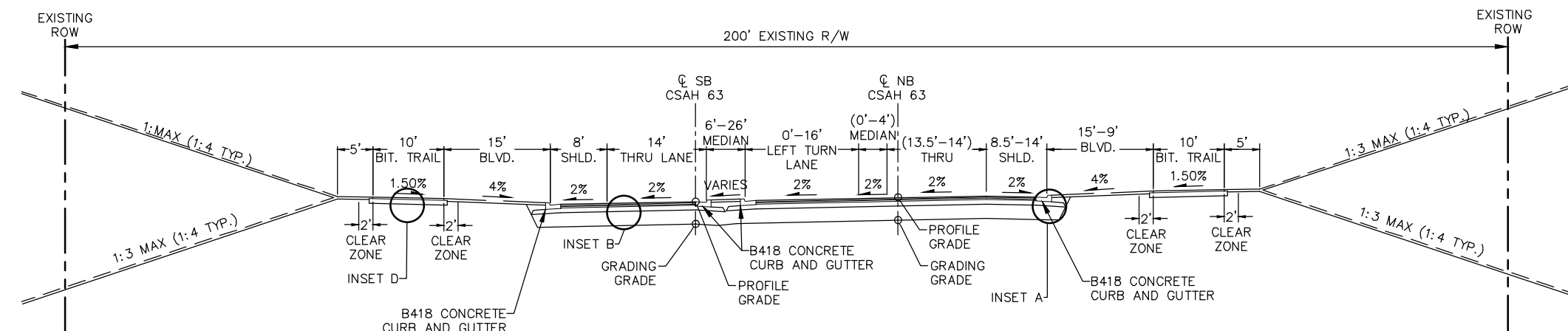
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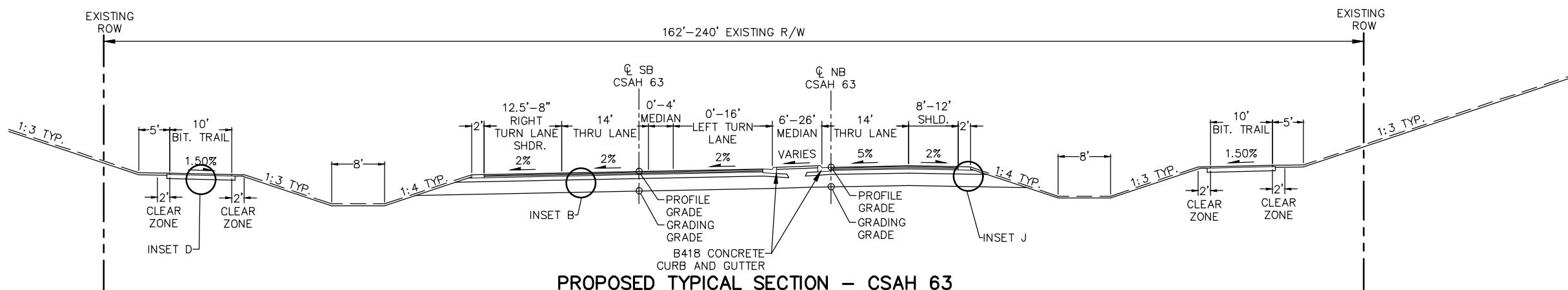
No.	Date	Revisions	App.	DRAWING NAME	Kimley»Horn 767 EUSTIS STREET SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LUKE B. MOREN, P.E. DATE: 5/15/2020 MN LIC. NO. 54190	 DAKOTA COUNTY CSAH 26 / CR 63 TYPICAL SECTIONS	EAGAN CITY PROJECT: 1275	SHEET NO.
				CSAH26-TYPICAL SECTIONS.dwg				IGH CITY PROJECTS: 2016-04, 2016-05	23
				DESIGNED BY: MAK				2015-08	
				DRAWN BY: AMB				COUNTY PROJECTS: 26-54, 63-27	
				CHECKED BY: LBM				S.P. 019-663-007, 178-020-028	
				DATE: 5/15/2020					
				PROJECT NO. 160547022				195-020-035, 019-626-026	565



PROPOSED TYPICAL SECTION – CSAH 63
STA. 407+02.17 TO STA. 411+26.34

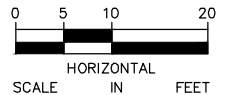


PROPOSED TYPICAL SECTION – CSAH 63
STA. 411+26.34 TO STA. 416+36.05

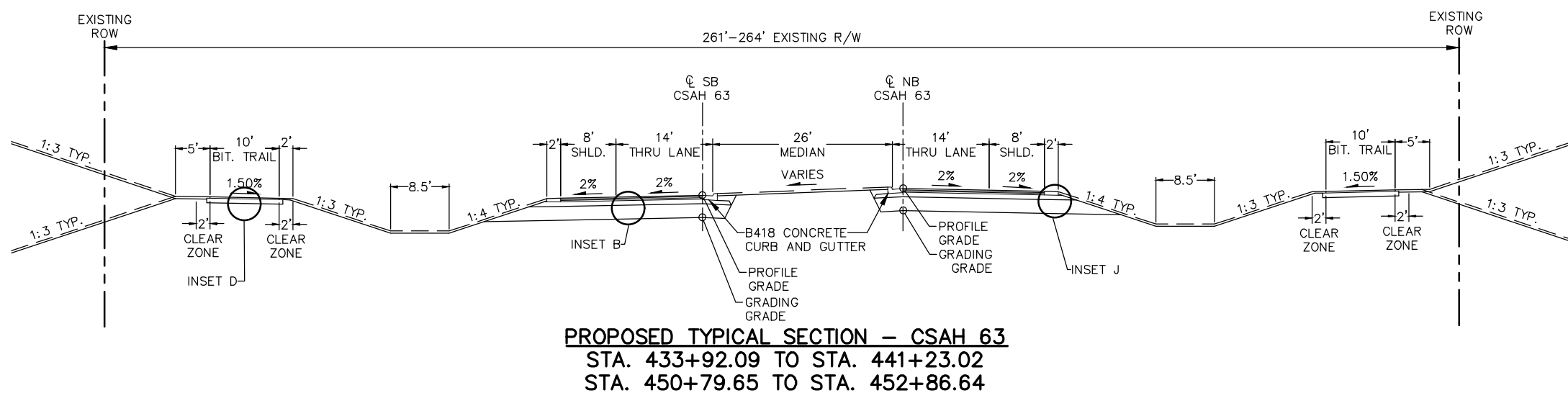
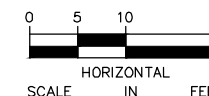
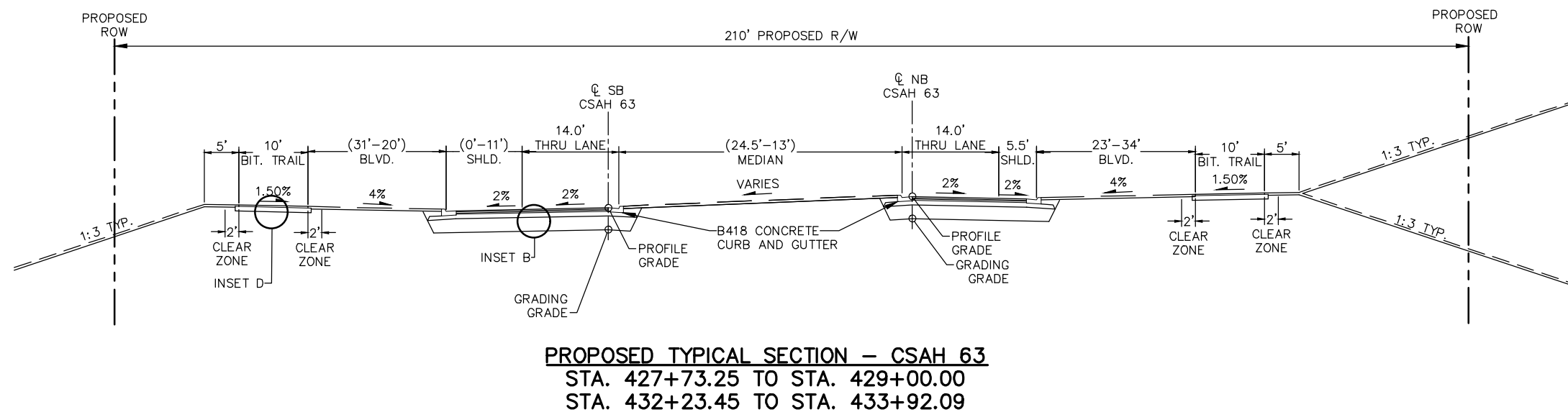
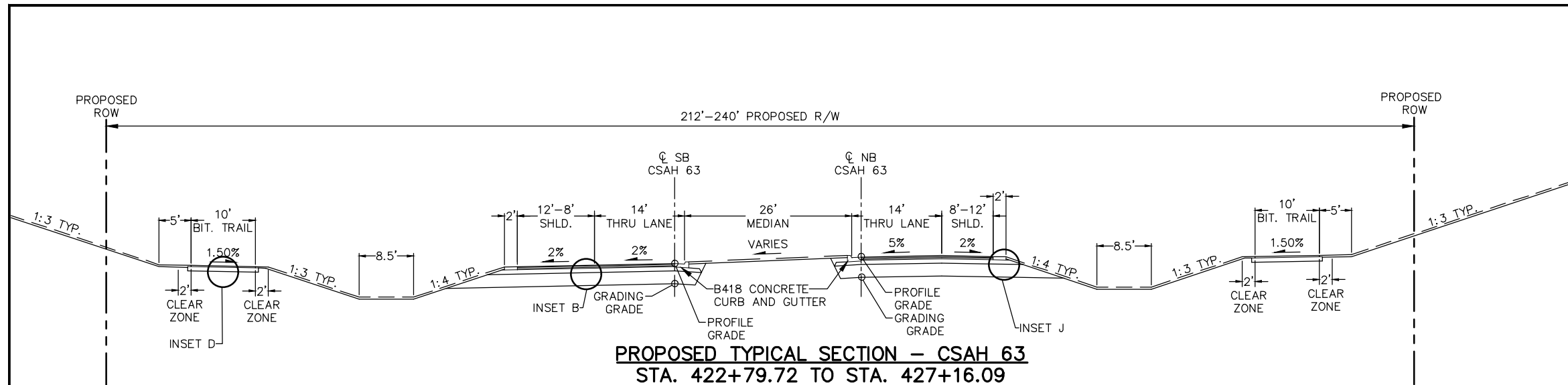


PROPOSED TYPICAL SECTION – CSAH 63
STA. 417+93.50 TO STA. 422+79.72

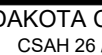
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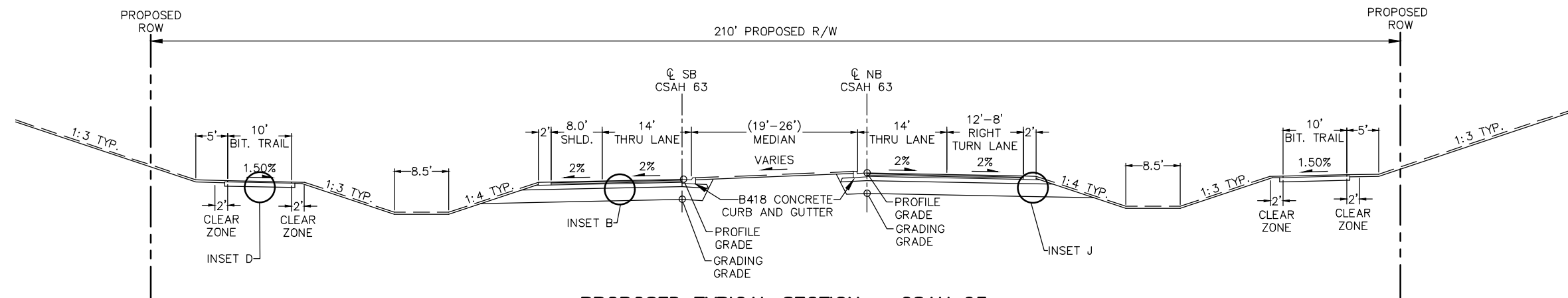


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				CSAH26-TYPICAL SECTIONS.dwg							
				DESIGNED BY: MAK							
				DRAWN BY: AMB							
				CHECKED BY: LBM							
				DATE: 5/15/2020							
				PROJECT NO. 160547022							

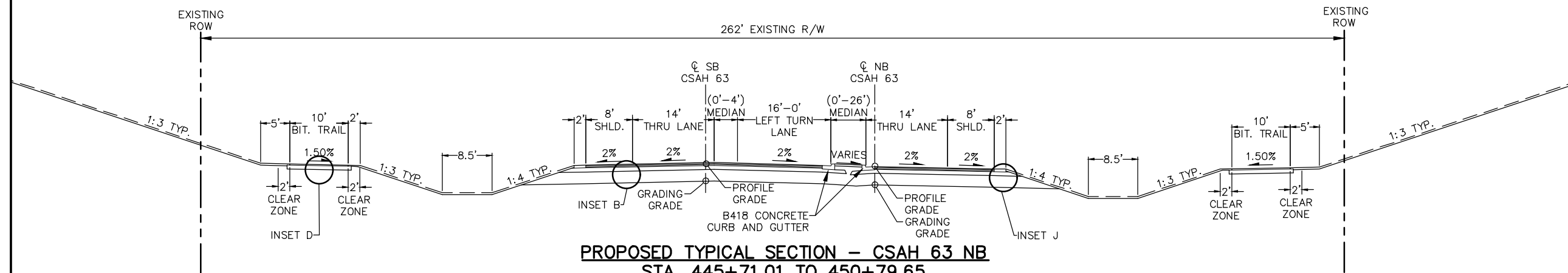


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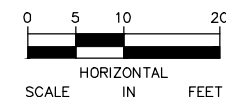
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				DRAWN BY: AMB				S.P. 019-663-007, 178-020-028	
				CHECKED BY: LBM				195-020-035, 019-626-026	
				DATE: 5/15/2020					
				PROJECT NO. 160547022					



PROPOSED TYPICAL SECTION – CSAH 63
STA. 441+23.02 TO STA. 444+62.04
STA. 452+86.64 TO STA. 456+37.56



PROPOSED TYPICAL SECTION – CSAH 63 NB
STA. 445+71.01 TO 450+79.65



- NOTES:
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DAKOTA COUNTY
CSAH 26 / CR 63

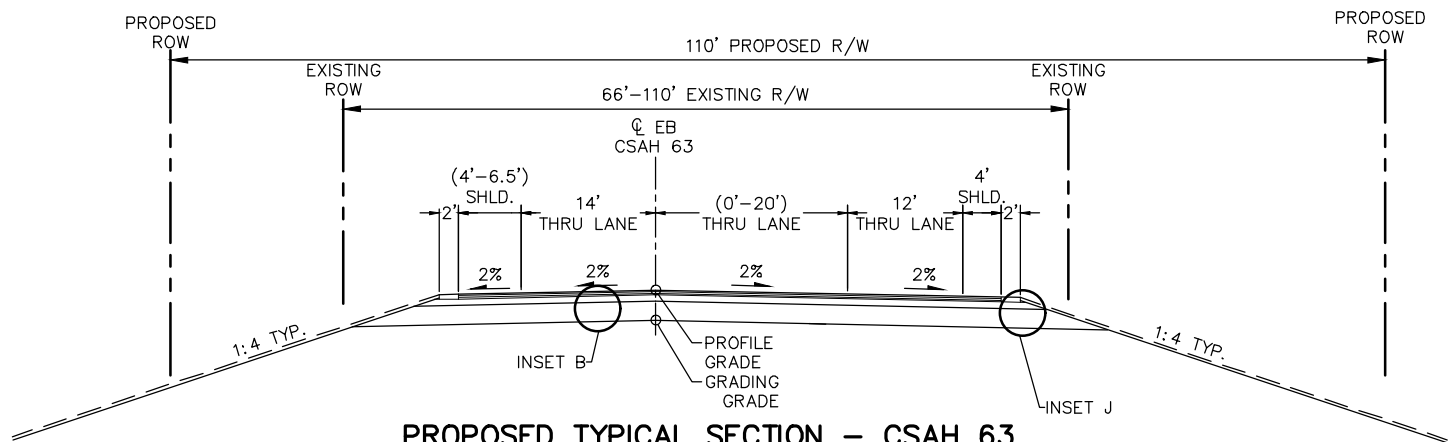
TYPICAL SECTIONS

EAGAN CITY PROJECT:	1275
IGH CITY PROJECTS: 2016-04, 2016-05	2015-08
COUNTY PROJECTS: 26-54, 63-27	
S.P. 019-663-007, 178-020-028	195-020-035, 019-626-026

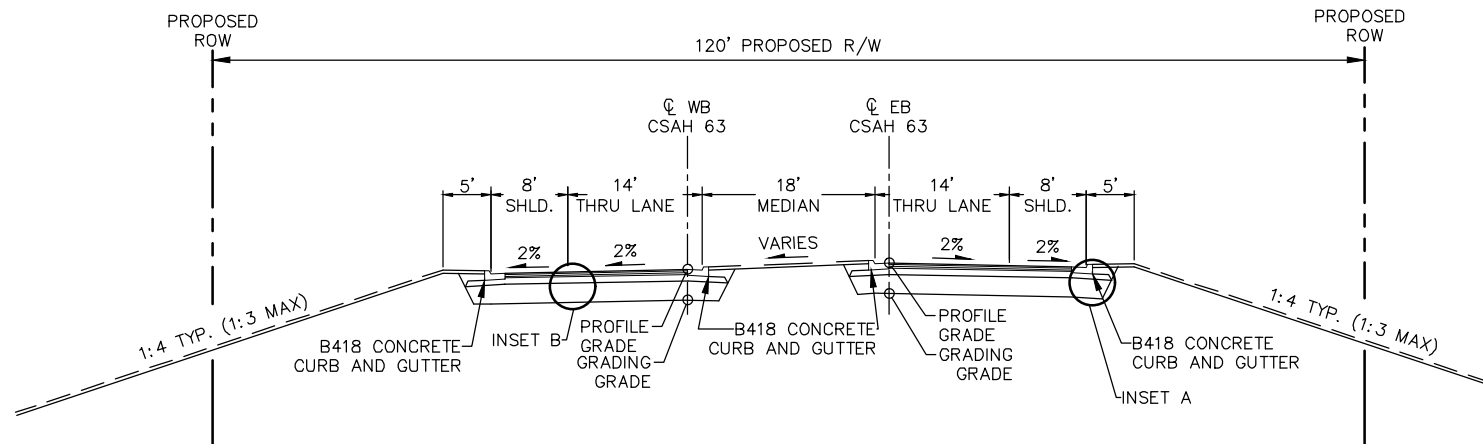
SHEET NO.

26

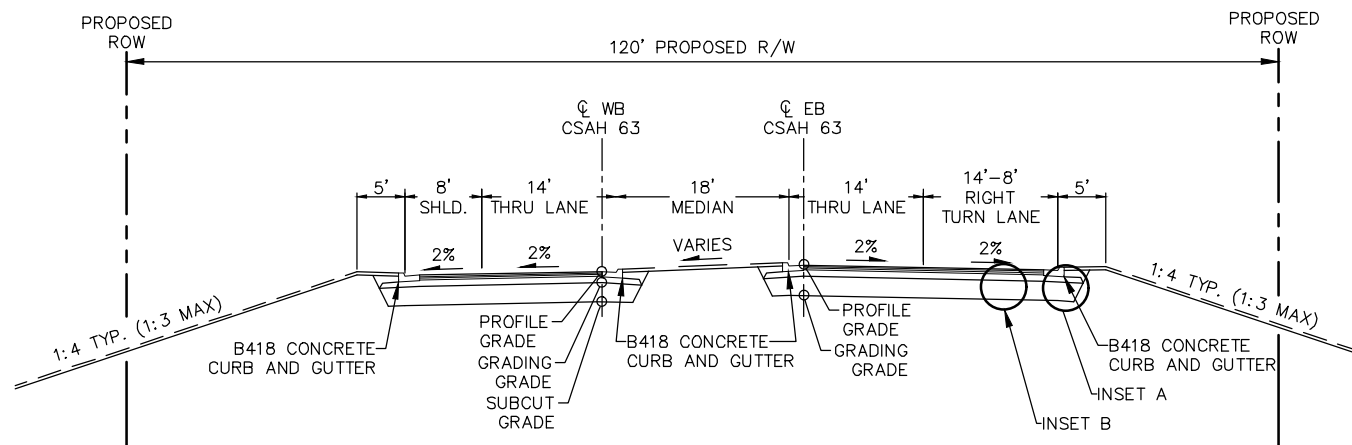
565



PROPOSED TYPICAL SECTION - CSAH 63
STA. 12+27.53 TO STA. 17+90.07

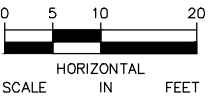


PROPOSED TYPICAL SECTION - CSAH 63
STA. 17+90.07 TO STA. 19+48.60

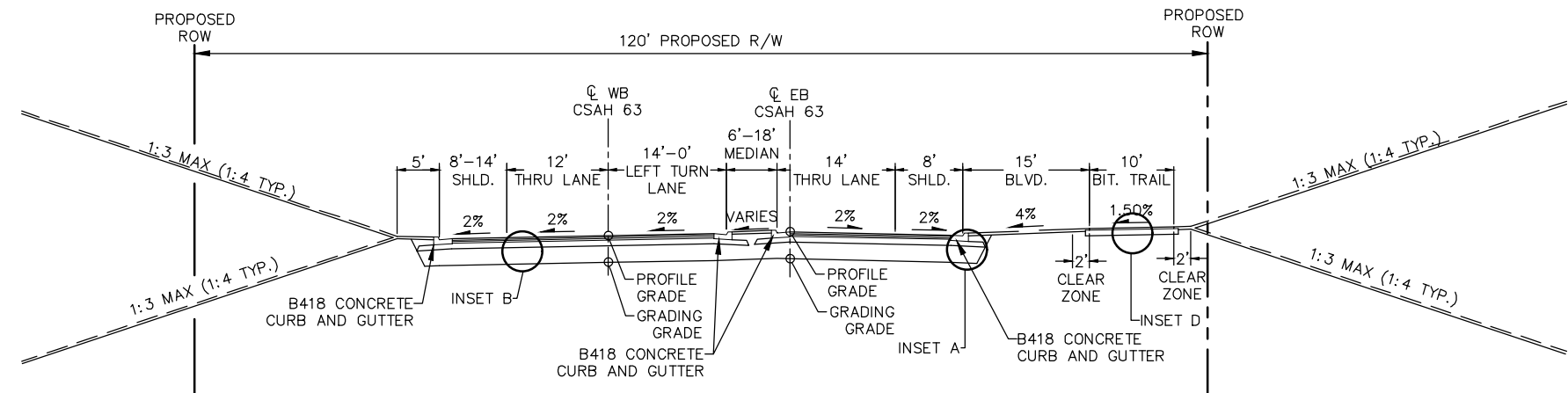


PROPOSED TYPICAL SECTION - CSAH 63
STA. 19+48.60 TO STA. 24+30.42

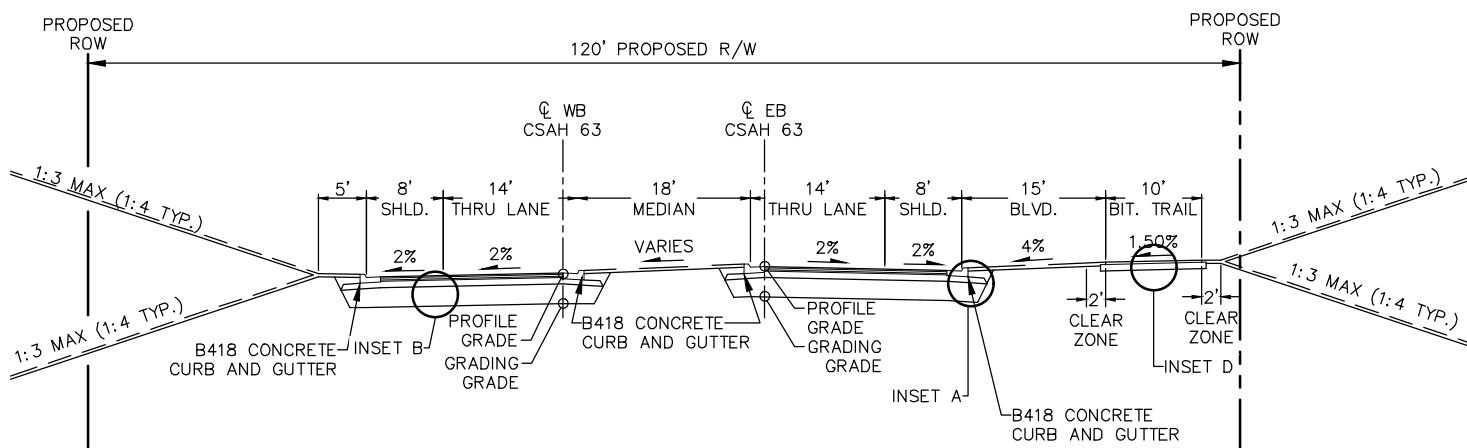
- NOTES:
1. DAYLIGHT SLOPES SHALL BE 1:4 IN AREAS ADJACENT TO RESIDENTIAL PROPERTIES. DAYLIGHT SLOPES SHALL BE 1:3 IN AREAS ADJACENT TO COMMERCIAL AND INDUSTRIAL PROPERTIES. SEE CROSS SECTIONS FOR MORE DETAIL.
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 6. SEE SHEET 31 FOR PAVEMENT INSETS.
 7. SEE SHEETS 179-### FOR TURF ESTABLISHMENT DETAILS.
 8. WHEN MEDIAN IS GREATER THAN 8 FEET, SEE DETAILS & CROSS SECTIONS FOR AGGREGATE BASE AND SAND SUBBASE.
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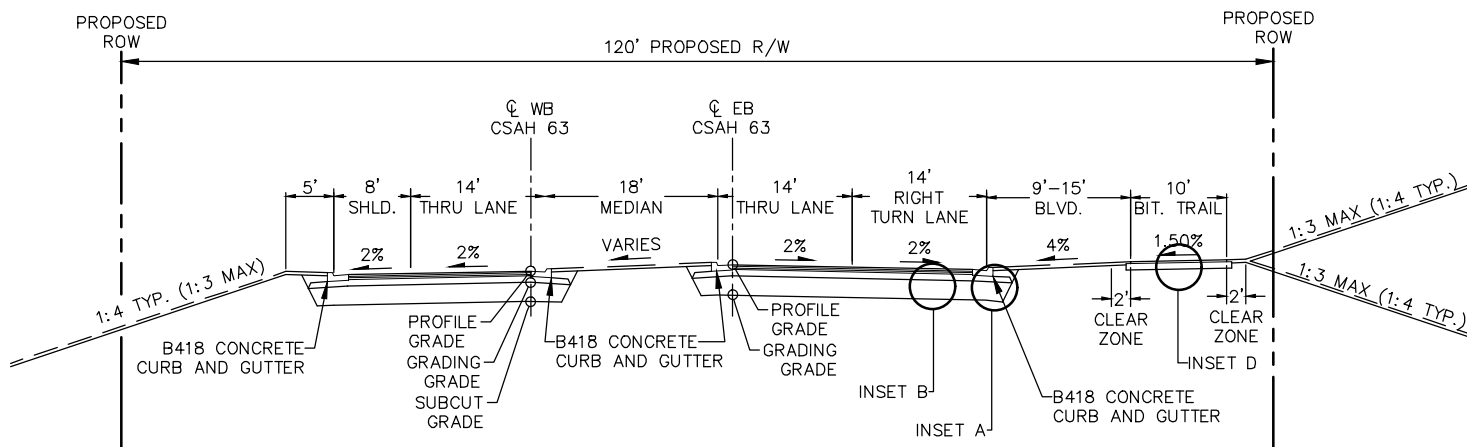
No.	Date	Revisions	App.	DRAWING NAME	 767 EUSTIS STREET SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LUKE B. MOREN, P.E. DATE: 5/15/2020 MN LIC. NO. 54190	 DAKOTA COUNTY CSAH 26 / CR 63 TYPICAL SECTIONS	EAGAN CITY PROJECT:	1275	SHEET NO. 27 565
				CSAH26-TYPICAL SECTIONS.dwg				IGH CITY PROJECTS:	2016-04, 2016-05 2015-08	
				DESIGNED BY: MAK				COUNTY PROJECTS:	26-54, 63-27	
				DRAWN BY: AMB				S.P.	019-663-007, 178-020-028 195-020-035, 019-626-026	
				CHECKED BY: LBM						
				DATE: 5/15/2020						
				PROJECT NO. 160547022						



PROPOSED TYPICAL SECTION – CSAH 63
STA. 24+30.42 TO STA. 29+17.67

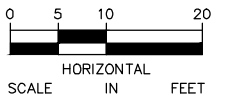


PROPOSED TYPICAL SECTION – CSAH 63
STA. 29+17.67 TO STA. 34+58.04

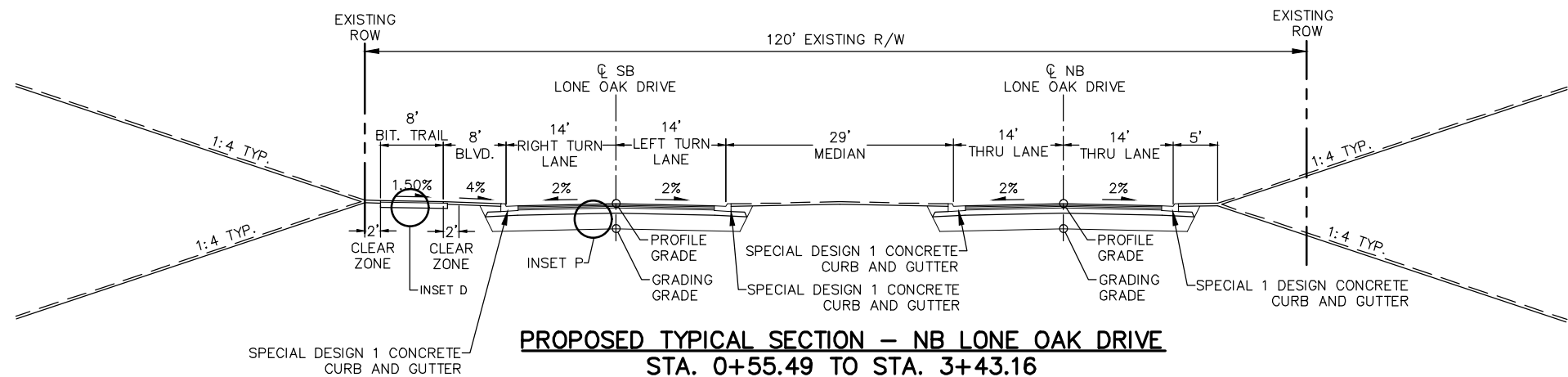


PROPOSED TYPICAL SECTION – CSAH 63
STA. 34+58.04 TO STA. 37+70.81

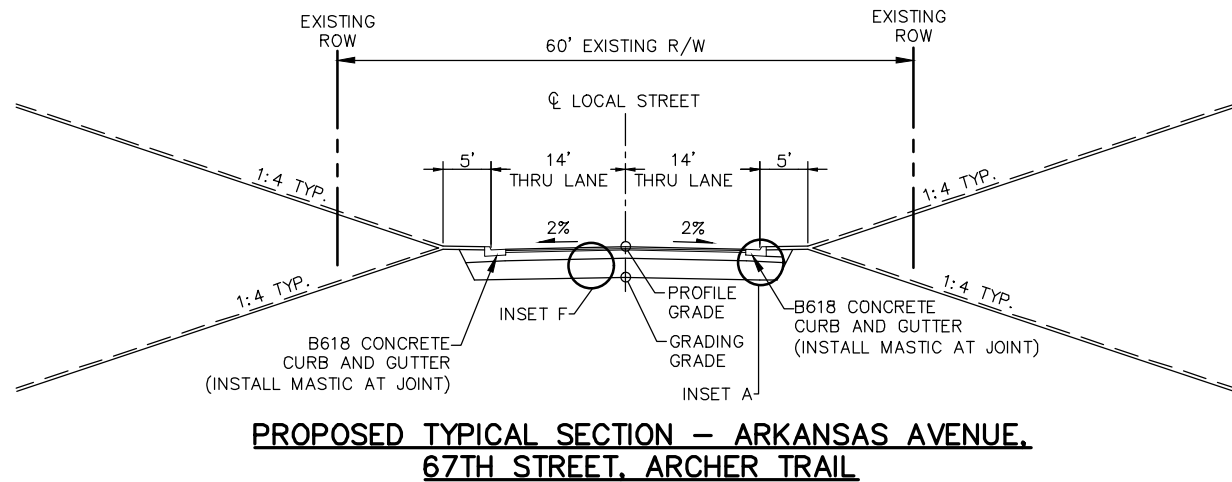
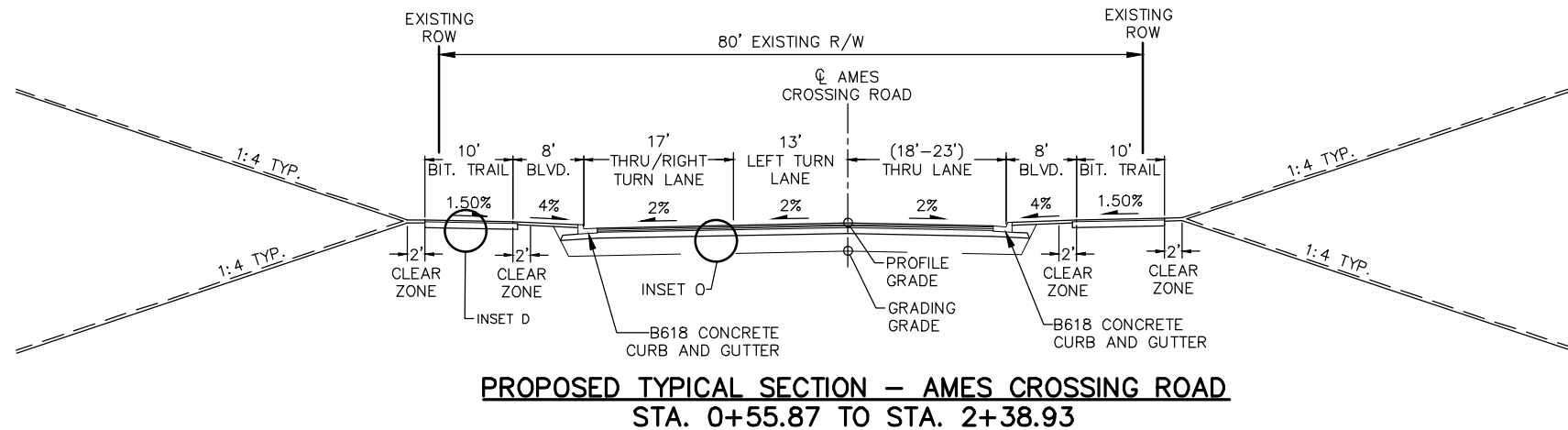
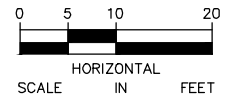
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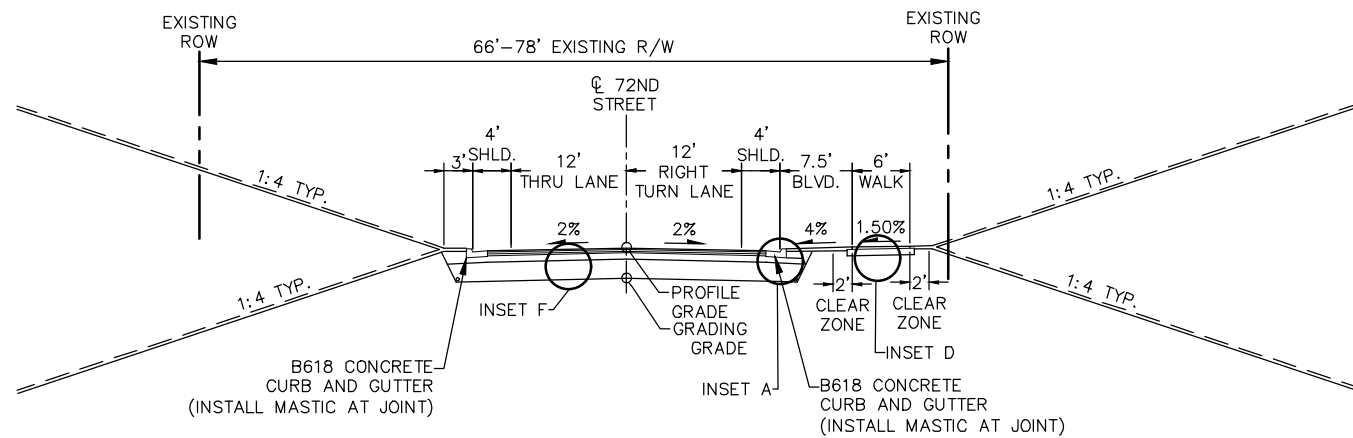
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				CSAH26-TYPICAL SECTIONS.dwg							
				DESIGNED BY: MAK							
				DRAWN BY: AMB							
				CHECKED BY: LBM							
				DATE: 5/15/2020							
				PROJECT NO. 160547022							



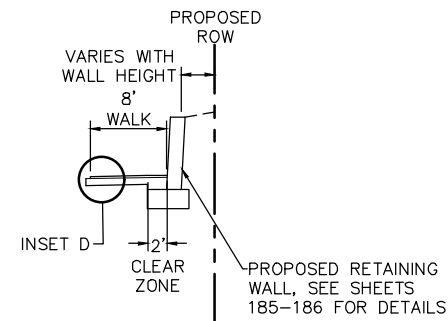
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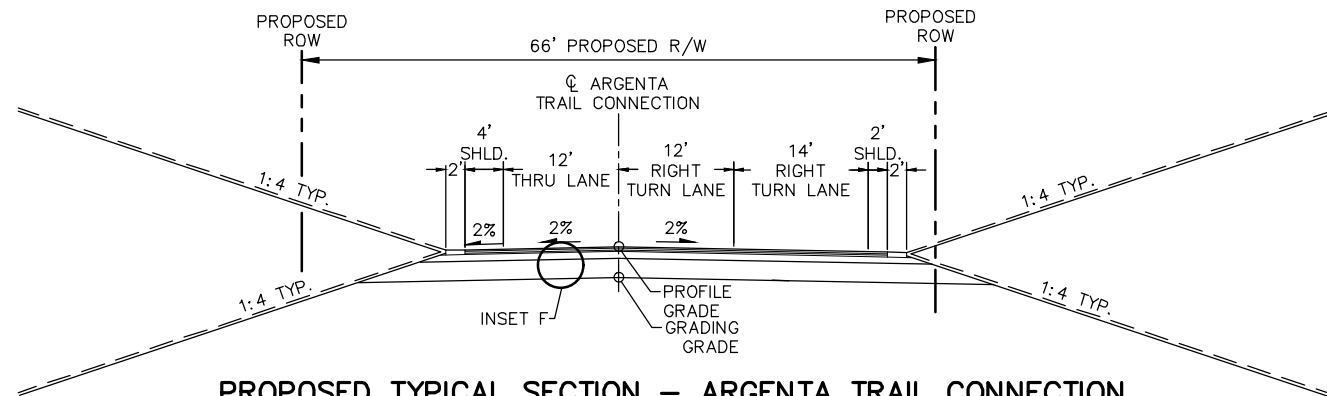
STREET NAME	TYP. LANE WIDTH
ARKANSAS AVENUE	14'
67TH STREET	23'
ARCHER TRAIL	15'



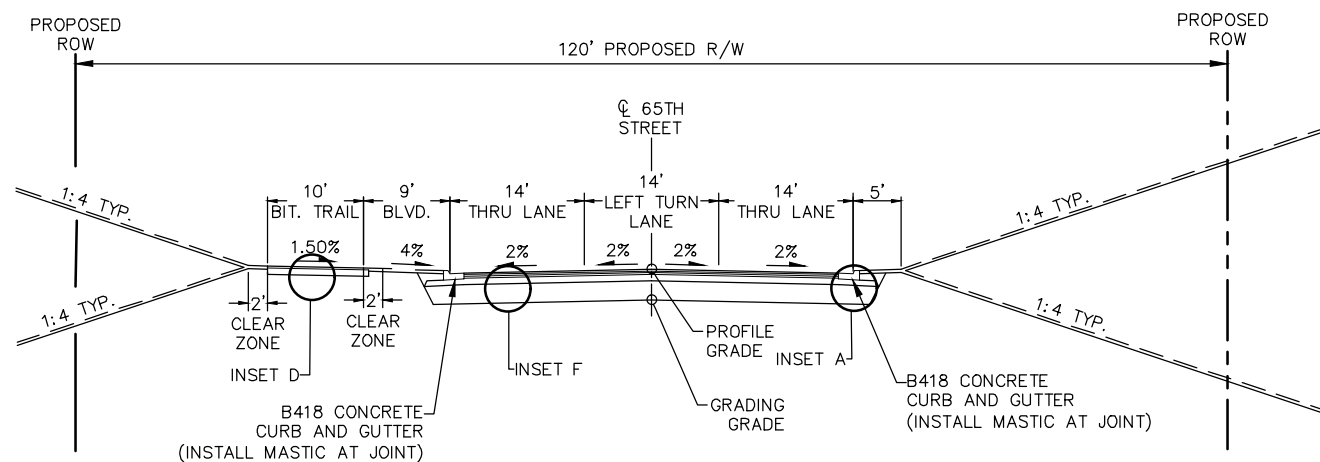
PROPOSED TYPICAL SECTION – 72ND STREET
STA. 0+52.50 TO STA. 4+36.47



RETAINING WALL – 72ND STREET
STA. 1+84.00 TO STA. 3+23.73

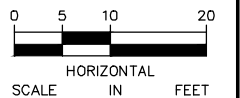


PROPOSED TYPICAL SECTION – ARGENTA TRAIL CONNECTION
STA. 10+49.53 TO STA. 14+24.18

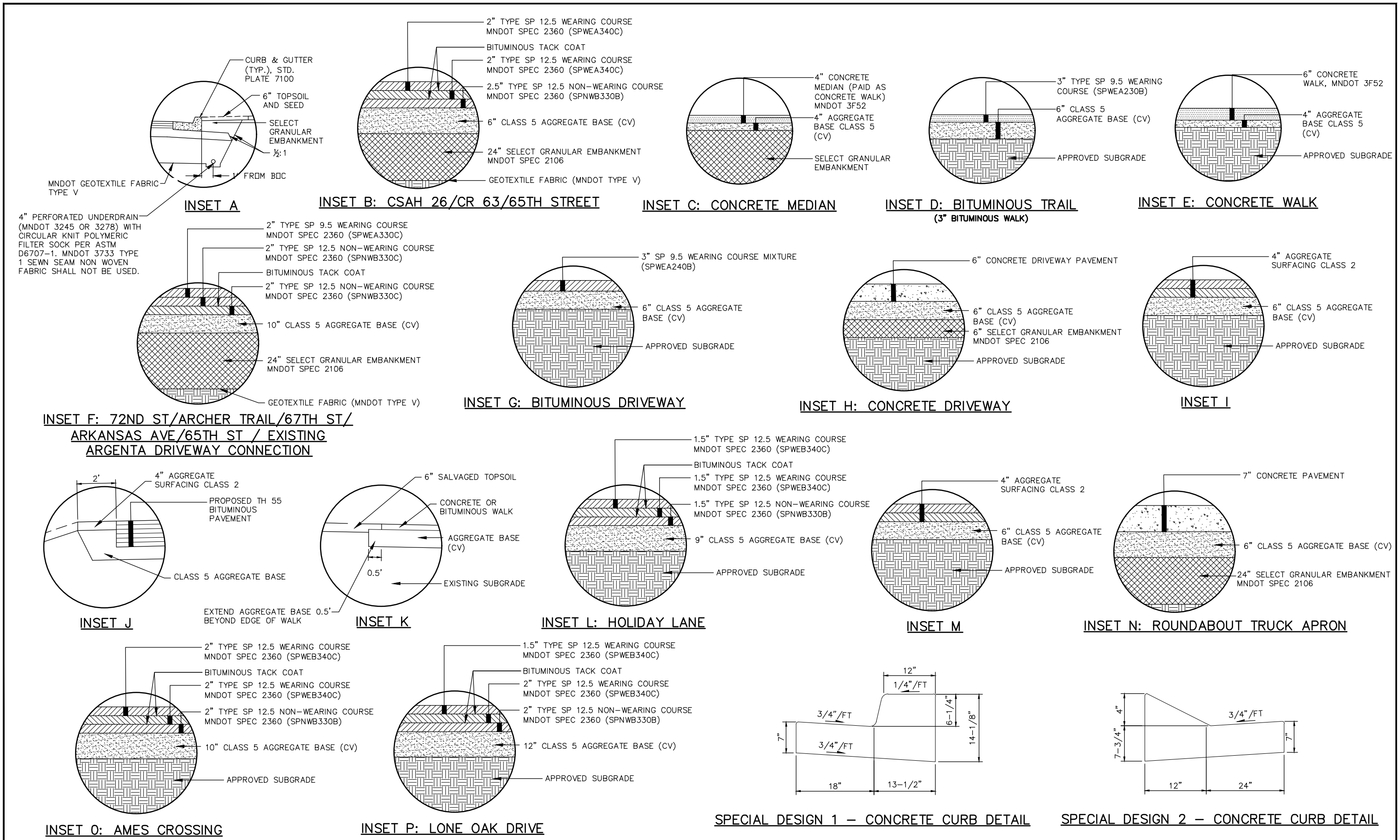


PROPOSED TYPICAL SECTION – 65TH STREET
STA. 0+65.55 TO STA. 1+98.60

- NOTES:
1. DAYLIGHT SLOPES SHALL BE 1:4 IN AREAS ADJACENT TO RESIDENTIAL PROPERTIES. DAYLIGHT SLOPES SHALL BE 1:3 IN AREAS ADJACENT TO COMMERCIAL AND INDUSTRIAL PROPERTIES. SEE CROSS SECTIONS FOR MORE DETAIL.
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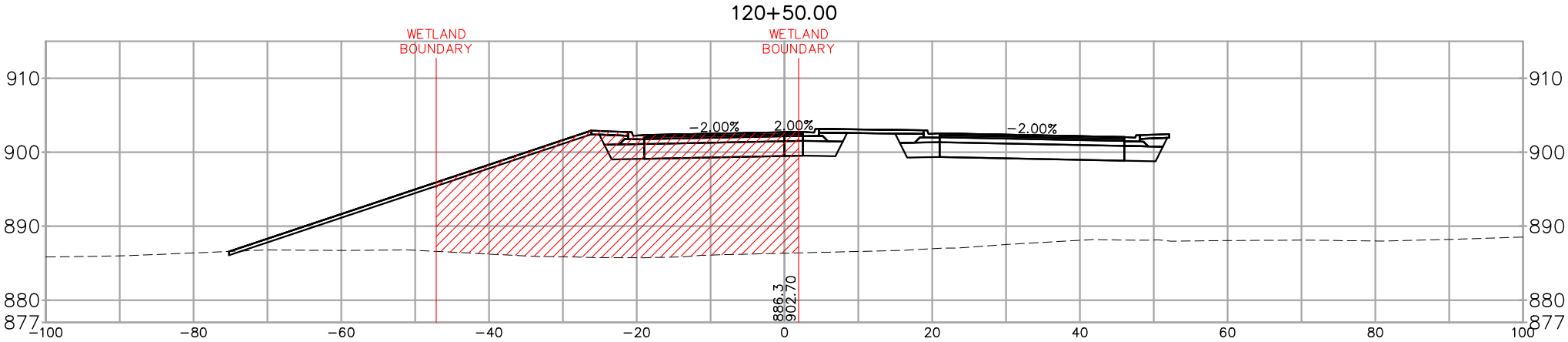
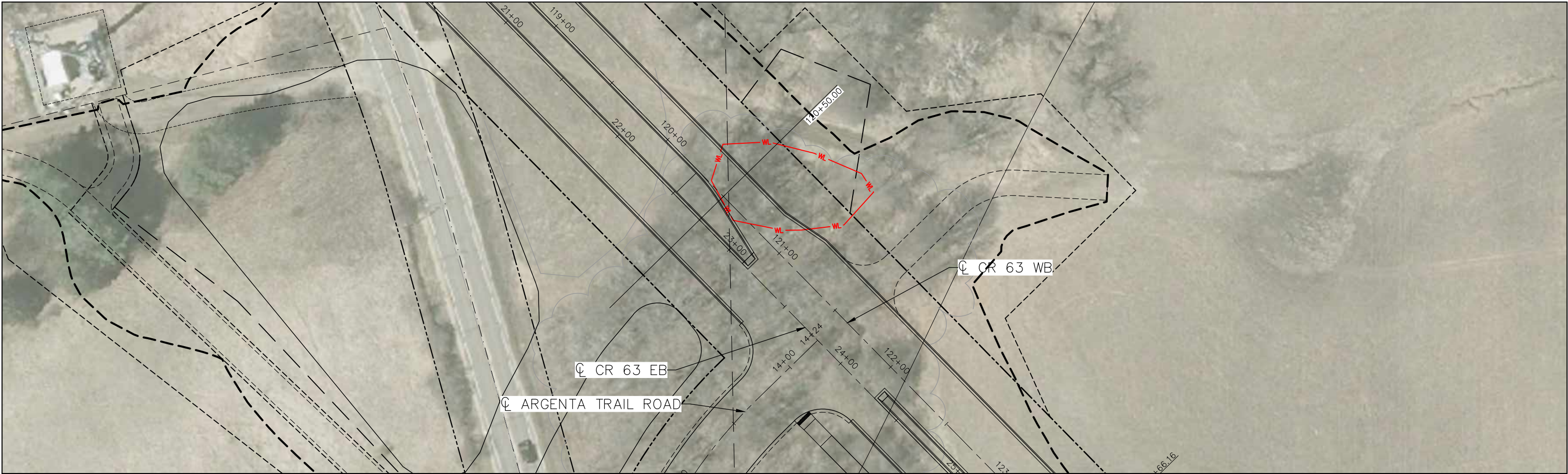


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				CSAH26-TYPICAL SECTIONS.dwg							
				DESIGNED BY: MAK							
				DRAWN BY: AMB							
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				DATE: 5/15/2020							
				PROJECT NO. 160547022							

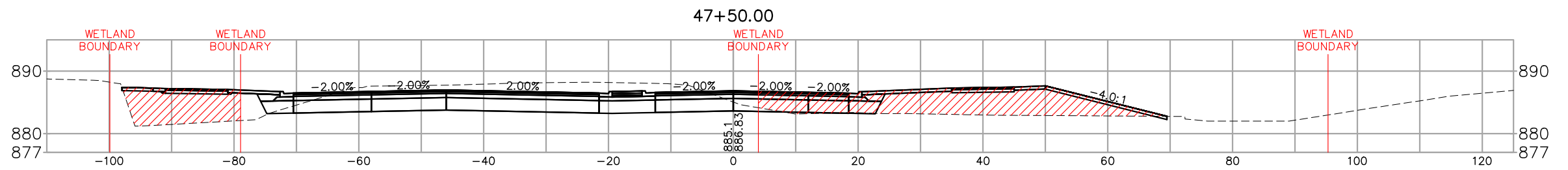
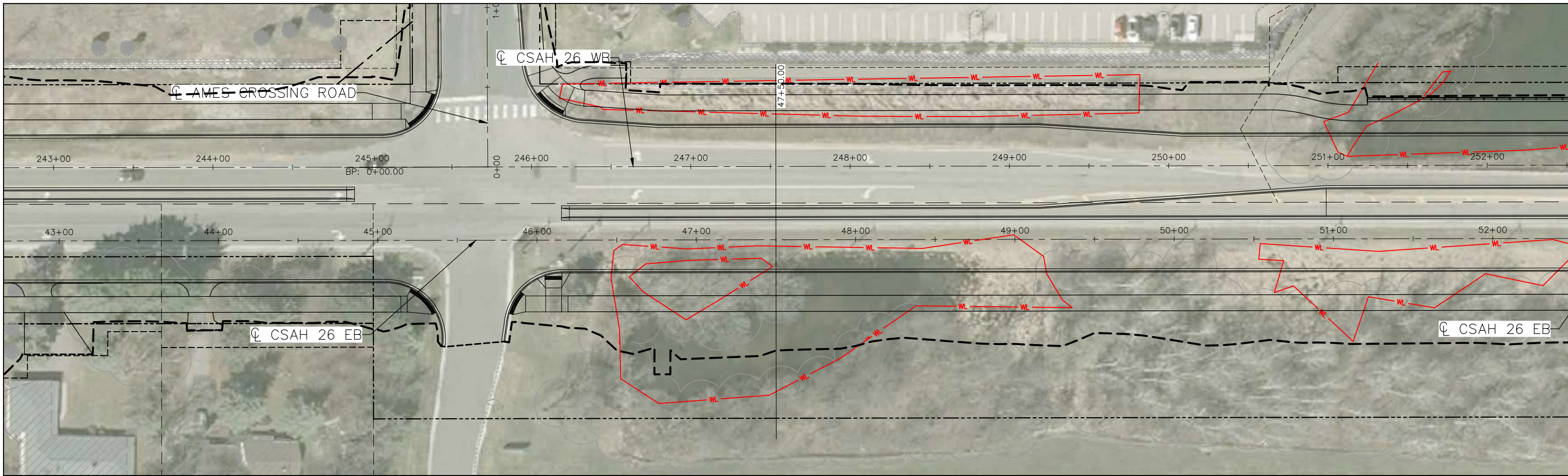


No.	Date	Revisions	App.	DRAWING NAME	DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	PROJECT NO.	767 EUSTIS STREET SUITE 100, ST. PAUL, MN 55114 PHONE: 651-645-4197 WWW.KIMLEY-HORN.COM	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. LUKE B. MOREN, P.E. DATE: 5/15/2020 MN LIC. NO. 54190	DAKOTA COUNTY CSAH 26 / CR 63 TYPICAL SECTIONS	EAGAN CITY PROJECT: 1275 IGH CITY PROJECTS: 2016-04, 2016-05 2015-08 COUNTY PROJECTS: 26-54, 63-27 S.P. 019-663-007, 178-020-028 195-020-035, 019-626-026	SHEET NO. 31 565
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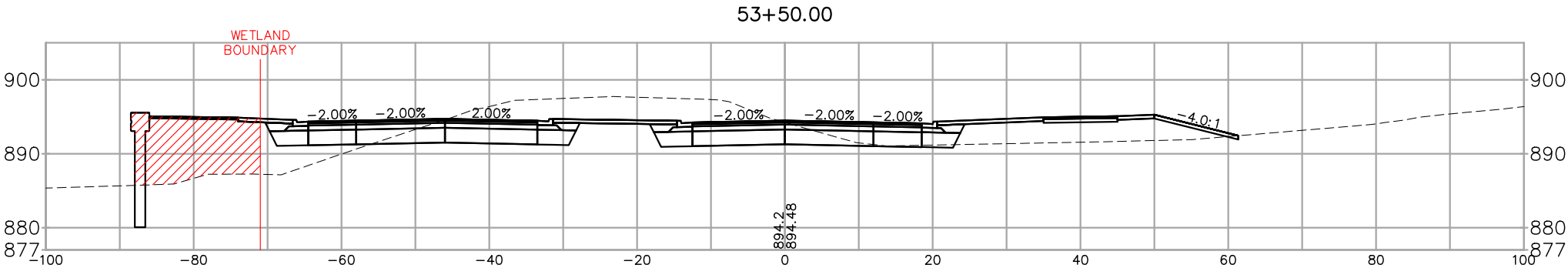
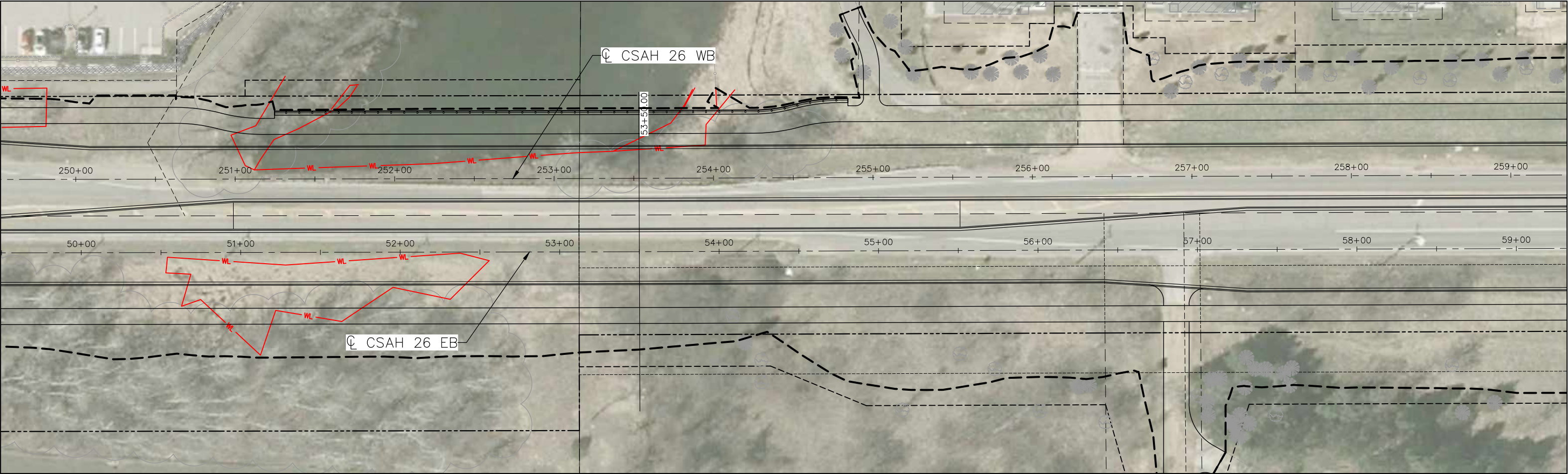
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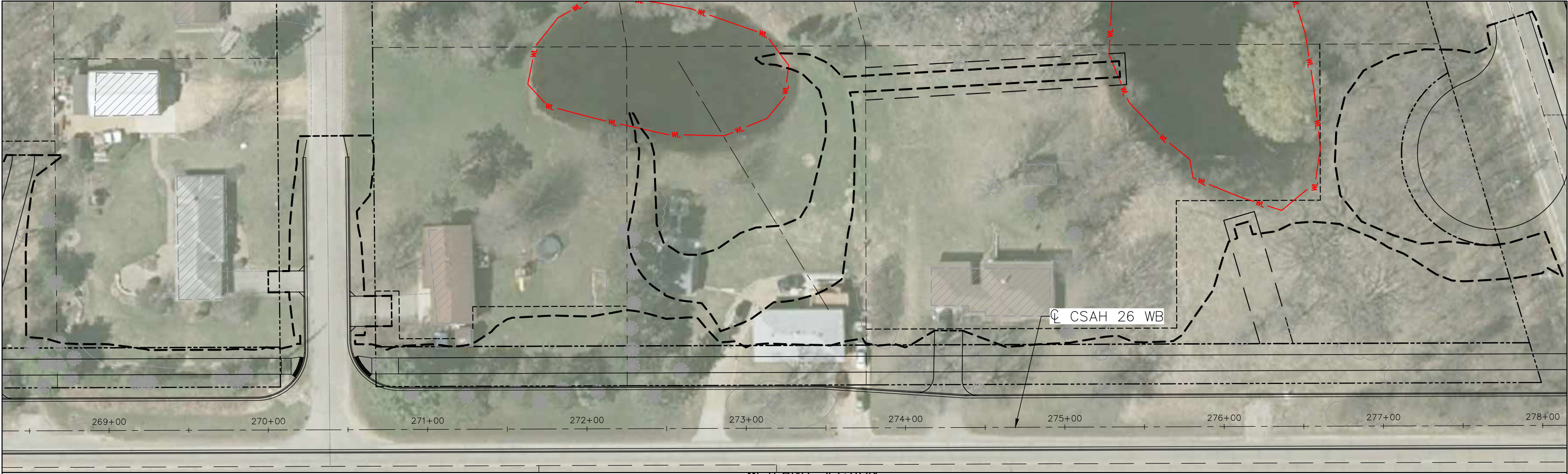
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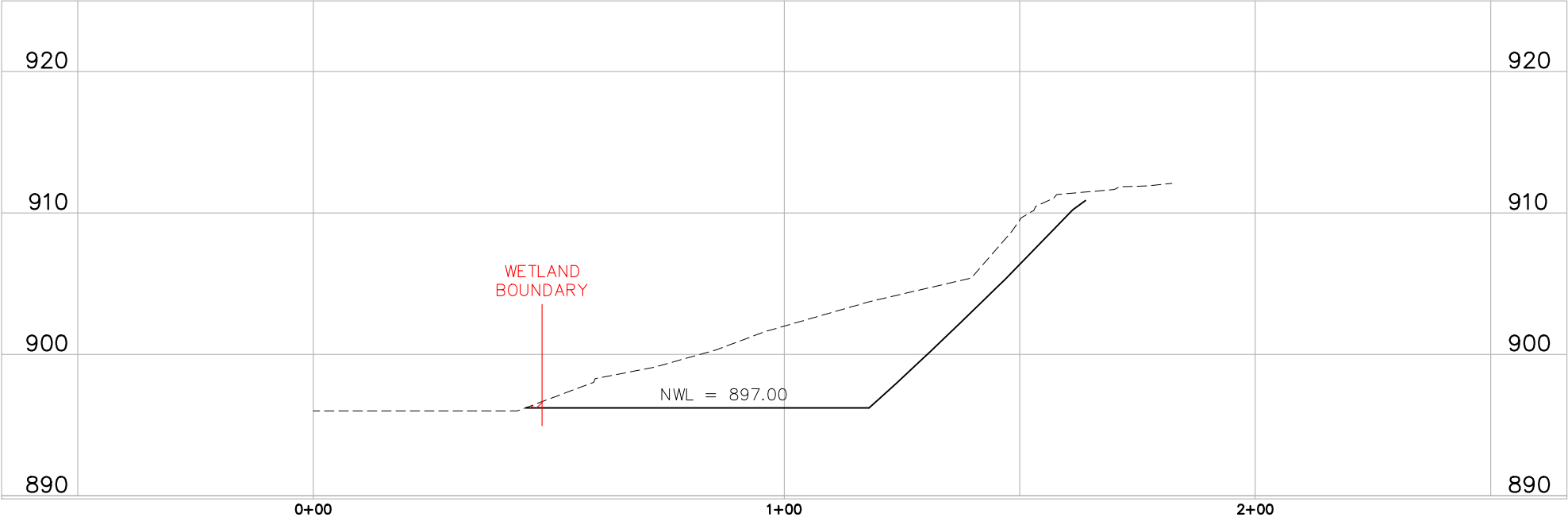
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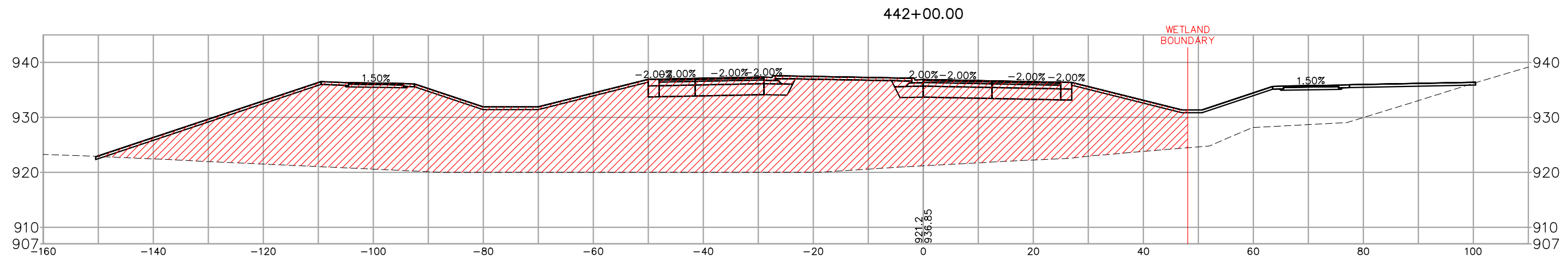
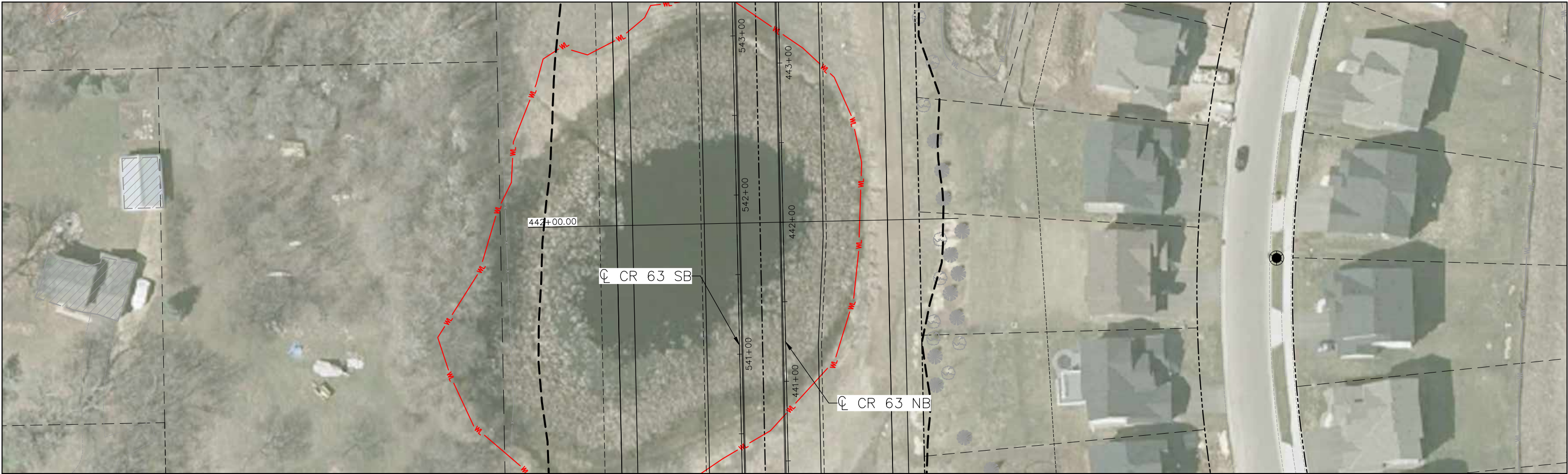
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WETLAND SECTION



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**Request for Council Action**

Conduct Public Hearing to Consider New Owner Craig Alois Kristof for Old World Pizza at 5660 Bishop Ave.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	X
Item Type:	Public Hearing	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider New Owner, Craig Alois Kristof, for Old World Pizza at 5660 Bishop Ave for On-Sale and Sunday Liquor License.

SUMMARY:

Old World Pizza has requested a change to their ownership, which will change their On-Sale Wine and Strong Beer License to an On-Sale and Sunday Liquor License for the location at 5660 Bishop Ave. The applicant has paid the appropriate fees required by City Code and provided all necessary documentation for the ownership change.

The Police Department conducted a background investigation and found no basis for denial for the ownership change.

**Request for Council Action****TITLE:** UNITED PROPERTIES

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following Resolutions for the property located along Courthouse Boulevard, west of Barnes Avenue:

- 1) A Resolution relating to a Preliminary and Final Plat, , Improvement Agreement and related agreements for Inverpointe Business Park Second Addition.
 - Requires a 3/5th's vote.
- 2) A Resolution relating to a Conditional Use Permit to allow manufacturing and assembly on Lot 1, Block 1, Inverpointe Business Park Second Addition.
 - Requires a 4/5th's vote.
 - 60-day deadline: March 24, 2021 (second 60 days)

SUMMARY:

United Properties has submitted their final plat for the second building in the Inverpointe Business Park development. This building was part of the first phase that was approved in 2008 but put on hold until now. This building will be facing Hwy 55 and will have the same architecture as the first building. United Properties is also requesting a conditional use permit to allow for light manufacturing in the new building, the same as the first. This is being constructed as a spec building and no tenants are known at this time.

ANALYSIS

The submitted final plans are consistent with the preliminary plans. Engineering has noted the plans are ready for construction. An improvement agreement, along with other maintenance agreements addressing specific details of the project have been drafted and are part of the Council action.

The elevations of the building have been updated to reflect current building design and color schemes. Both still comply with exterior building elevation requirements and provide a higher quality of architectural elements for this high visibility location.

RECOMMENDATION:

Planning Staff: The plans have satisfied all engineering conditions and plans are consistent with the 2008 approved plans.

Attachments: Final Plat Drawing

Resolution approving the preliminary and final plat, improvement agreement and related agreements.

Resolution approving the Conditional Use Permit

Improvement Agreement

Fire Hydrant Agreement for Lots 1 and 2

Planning Commission Recommendation

Planning Report including site plans

INVERPOINT BUSINESS PARK SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Inverwood Business Park LLC, a Delaware limited liability company, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lot 1, Block 1, INVERPOINT BUSINESS PARK, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as INVERPOINT BUSINESS PARK SECOND ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Inverwood Business Park LLC, a Delaware limited liability company, has caused these presents to be signed by its manager, United Land LLC, a Minnesota limited liability company, on behalf of the limited liability company by its proper officers this _____ day of _____, 20__.

UNITED LAND LLC, manager

By: _____, its

By: _____, its

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20__, by _____ the _____ of United Land LLC, a Minnesota limited liability company, manager of Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) _____ (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on this _____ day of _____, 20__, by _____ the _____ of United Land LLC, a Minnesota limited liability company, manager of Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) _____ (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

I, Nathan H. Carlson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Nathan H. Carlson, Licensed Land Surveyor
Minnesota License No. 45873

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Nathan H. Carlson, Land Surveyor, Minnesota License No. 45873.

(Signature)

(Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20__.

Chair Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat was approved by the City Council of Inver Grove Heights, Minnesota, this _____ day of _____, 20__, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

Mayor Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20__.

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20__, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20__.

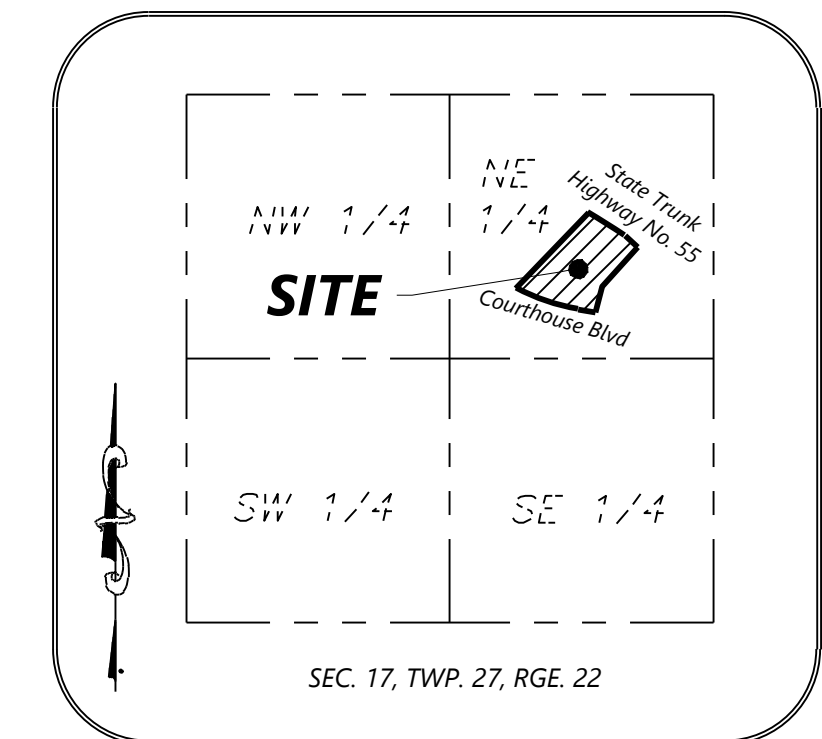
Amy A. Koethe
Director, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of INVERPOINT BUSINESS PARK FIRST ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20__, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
Dakota County Recorder

0' 50' 100' 150'

NOT TO SCALE



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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT , IMPROVEMENT
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF INVERPOINT BUSINESS
PARK SECOND ADDITION**

**CASE NO. 20-53SC
(United Properties)**

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

Lot 1, Block 1, Inverpoint Business Park, according to the recorded plat, Dakota County, Minnesota.

WHEREAS, a public hearing concerning the preliminary and final plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on January 5, 2021;

WHEREAS, the final plat application satisfies the 37 conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) 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, a Preliminary and Final Plat with an Improvement Agreement and related Agreements for the plat of Inverpoint Business Park Second Addition is hereby approved subject to the following conditions:

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

Elevation Plan	dated 12/7/20
Final Plat	
Site Plan (2 sheets)	dated 12/7/20
Erosion Control Plan (2 sheets)	dated 12/7/20
Grading and Utility Plan (2 sheets)	dated 12/7/20
Landscape Plan (2 sheets)	dated 12/7/20
Lighting Plan (2 sheets)	dated 12/21/20

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

2. Development of the site shall also be regulated by the preliminary plat/PUD conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
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 PUD.
4. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department.
5. Between the hours of 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
6. Between the hours of 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted

or will occur and that no loading or unloading will occur between the hours of 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

7. No truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this ____ day of _____, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MANUFACTURING AND
ASSEMBLY ON LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK SECOND ADDITION**

Case No. 20-53SC
(United Properties)

WHEREAS, the request is for the property located on the north side of Courthouse Boulevard, west of Barnes Avenue and legally described as:

**Lot 1, Block 1, Inverpoint Business Park Second Addition, according to the
recorded plat, Dakota County, Minnesota.**

WHEREAS, the aforescribed property is zoned IOP, Industrial Office Park District;

WHEREAS, Manufacturing and assembly is listed as a conditional use within the IOP district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on January 5, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for manufacturing and assembly is hereby approved subject to the following conditions:

1. Development of the site shall also be regulated by the preliminary plat/PUD conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
2. Allowed CUP uses to be the same as allowed in the I-1 district and any use containing hazardous materials be consistent with fire and building codes.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of February, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
INVERPOINT BUSINESS PARK SECOND
ADDITION

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF INVERPOINT BUSINESS PARK SECOND ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 8th day of February, 2021, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER will record the PLAT with Dakota County;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires grading, drainage and erosion control and the extension of sanitary sewer and water improvements; and

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

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

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

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, OWNER and DEVELOPER agree as follows:

ARTICLE 1 **DEFINITIONS**

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

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

1.3 DEVELOPER. "DEVELOPER" means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 OWNER. "OWNER" means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Inverpoint Business Park Second Addition, Dakota County, Minnesota, legally described on the attached Exhibit A.

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

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County

- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS

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

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

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

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

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

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

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

- b.) failure by 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.) breach of the DEVELOPER WARRANTIES.

1.19 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; labor or material shortages due to epidemics or pandemics; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; and fires or explosions.

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT

PLANS and the DEVELOPER IMPROVEMENTS.

- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for 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 DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements during such warranty period.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely

manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 OWNER WARRANTIES. “OWNER WARRANTIES” means that the OWNER hereby warrants and represents the following:

- A. AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. NO DEFAULT.** 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. 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 OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. PRESENT COMPLIANCE WITH LAWS.** To OWNER’s knowledge, 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 OWNER is not aware of any pending or threatened claim of any such violation.
- D. CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply or cause DEVELOPER to 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 OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. 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.** None of the representations and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by 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 OWNER'S 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.

H. FEE TITLE. Inverwood Business Park LLC, a Delaware limited liability company, owns fee title to the property within the PLAT.

1.22 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.

1.23 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: Scott Thureen
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to OWNER: Inverwood Business Park LLC
c/o United Properties
651 Nicollet Mall, Suite 450
Minneapolis, MN 55402

If to DEVELOPER: Inverwood Business Park LLC
c/o United Properties
651 Nicollet Mall, Suite 450
Minneapolis, MN 55402

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 has approved the recording of the PLAT and the PLAT shall be recorded by the DEVELOPER with Dakota County. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The DEVELOPER will record the PLAT with the Dakota County Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

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

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memos on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

4.2 GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance

with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 14.

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 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. 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 contribution requirements as stated in Exhibit E, if any.

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 for approval of the 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.

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

prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

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

- Stormwater Facilities Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647203
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208

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 14.

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

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. 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

(signature with current date and MN state licensure number) 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 13).

12. 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.
13. 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.
14. Survey 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 adhere to as built survey requirements (see item 1). 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. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

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

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **OWNER WARRANTIES**

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

ARTICLE 12 **CITY WARRANTIES**

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

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1 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.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) 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.

13.2 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 13.1, 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.

13.3 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 13.1 and 13.2 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; 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 14

CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 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 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and

construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 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.

14.3 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.

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15
ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the 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 11.1 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, 2024.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit C** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten

percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 16 **MISCELLANEOUS**

16.1 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.

16.2 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 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 OWNER and DEVELOPER hereby waive 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 OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

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

16.4 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph 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.

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded

with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

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

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT, except to entities either wholly owned or controlled by, or under common ownership and control with the DEVELOPER or with United Land LLC, a Minnesota limited liability company, without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.8 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.

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

16.10 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.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

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

16.14 CERTIFICATE OF COMPLETION. Upon completion and acceptance by the CITY of all DEVELOPER PUBLIC IMPROVEMENTS pursuant to Section 8.5 hereof and the expiration of all applicable warranty periods for the DEVELOPER WARRANTIES under Section 1.20, Subd. (H) hereof, upon request by DEVELOPER, the CITY shall execute and deliver to DEVELOPER a recordable Certificate of Completion substantially in the form attached hereto as Exhibit G, releasing the property within the PLAT from the obligation to initially construct the DEVELOPER PUBLIC IMPROVEMENTS as defined in this DEVELOPMENT CONTRACT.

Nothing contained in the Certificate of Completion shall be deemed to release any of the other documents recorded with the Dakota County Recorder between the CITY and OWNER AND DEVELOPER relating to the Property; and further, nothing contained in the Certificate of Completion shall be deemed to release any of the following documents:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
- Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court – Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204
- Waiver of Special Assessment Appeal for Project 2009 - 08, Courthouse Boulevard Court – Trail Improvement, recorded as Dakota County Document No. 2647205
- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court – Street Improvements, recorded as Dakota County Document No. 2647206
- Waiver of Special Assessment Appeal for Project 2008 – 13, Courthouse Boulevard Court – Barnes Avenue Geometric Intersection Improvements, recorded as Dakota County Document No. 2647207
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
- Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants

for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209

- Operation and Easement Agreement for Inverpoint Business Park, recorded as Dakota County Document No. 2647210, which is to be replaced with a Declaration of Easements and Restrictions on approximately the same date as this Agreement, and recorded in the real property records along with a document evidencing City's consent to the same. After such replacement document is recorded, this paragraph will instead refer to the replacement document.
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota County Document No. 2647212
- Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020 recorded as Dakota County Document No. 3384747

Without limiting the foregoing, DEVELOPER and OWNER agree and reaffirm that the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E
- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (e) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E, as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of February, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew 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

OWNER AND DEVELOPER:
INVERWOOD BUSINESS PARK LLC,
a Delaware limited liability company

By: United Land LLC, a Minnesota limited liability company
Its: Manager

By: _____
Name: William P. Katter
Its: Chief Manager

By: _____
Name: Brandon Champeau
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared William P. Katter and Brandon Champeau, each to me personally known, who being by me duly sworn, did say that they are the Chief Manager and Senior Vice President, respectively, of United Land LLC, a Minnesota limited liability company, and that United Land LLC is the Manager of Inverwood Business Park LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of Inverwood Business Park LLC by authority of its Manager and Members and that the signing of the instrument by United Land LLC as Manager was authorized by the Members of United Land LLC and said William P. Katter and Brandon Champeau acknowledged said instrument to be the free act and deed of Inverwood Business Park LLC.

Notary Public

This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF INVERPOINT BUSINESS PARK SECOND ADDITION

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

Lot 1 and Lot 2, Block 1, and Outlot A, Inverpoint Business Park Second Addition, Dakota County, Minnesota,

according to the recorded plat thereof on file and of record with the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

The Development Plans were last dated _____, 2021 and approved by the City Engineer on February ____, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the PLAT (the “City Engineer Memos”):

1. Memo from City Engineer dated December 18, 2020.
2. Memo from EOR to City Engineer dated _____.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a certificate of occupancy	general site grading, drainage and erosion control
X	prior to obtaining a certificate of occupancy	extension of sanitary sewer and water service lines for Lot 1
X	prior to obtaining a certificate of occupancy	certified as-builts

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

EXHIBIT D
CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE PLAT IS RELEASED AND CONSTRUCTION ACTIVITY BEGINS.** Before the PLAT is released and before construction activity begins, all of the following conditions must be satisfied:
- a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT. The DEVELOPMENT CONTRACT must be recorded with the PLAT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) 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; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, 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.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER must provide to the CITY the cash deposit for Engineering Escrow stated on Exhibit F of this Development Contract.
 - f.) Prior to issuance of building permit or site disturbance within the PLAT, the final grading, drainage, erosion control and utility construction plans must be approved by City Engineer.
 - g.) DEVELOPER shall obtain a current MPCA – NPDES General Stormwater permit and MPCA Industrial Stormwater Permit.
 - h.) The agreements referenced in paragraph 15 of Exhibit E must be recorded with the PLAT.
- 2.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** Prior to issuance of a certificate of occupancy, the following Developer Improvements shall be completed:
- a.) General site grading, drainage and erosion control.
 - b.) Extension of sanitary sewer and water service lines to Lot 1 and Lot 2.

- c.) As-built plans per City standard must be submitted to the City Engineer after project completion and prior to release of the Engineering Escrow referenced in Exhibit F, but shall not be subject to the deadline of December 31, 2021.
 - d.) Construction debris clean-up.
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 4.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a certificate of occupancy for the PLAT, all retaining wall permits (if applicable) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.
- 5.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT shall comply with the following (Erosion Control Forms):
- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
 - b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
 - c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
 - d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.
- The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.
- 6.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the following:
- Mn/DOT – drainage permit, if needed

- MPCA – NPDES General Stormwater permit
- MPCA Industrial Stormwater Permit
- CITY Building Department permits for the building

7.) **COMPLIANCE WITH EXISTING RECORDED AND EXECUTED AGREEMENTS.** The DEVELOPER and OWNER agree to comply with the terms, conditions, obligations and requirements set forth in the existing recorded and unrecorded agreements set forth below:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
- Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court – Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204
- Waiver of Special Assessment Appeal for Project 2009 - 08, Courthouse Boulevard Court – Trail Improvement, recorded as Dakota County Document No. 2647205
- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court – Street Improvements, recorded as Dakota County Document No. 2647206
- Waiver of Special Assessment Appeal for Project 2008 – 13, Courthouse Boulevard Court – Barnes Avenue Geometric Intersection Improvements, recorded as Dakota County Document No. 2647207
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
- Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209
- Operation and Easement Agreement for Inverpoint Business Park, recorded as Dakota County Document No. 2647210, which is to be replaced with a Declaration of Easements and Restrictions on approximately the same date as this Agreement, and recorded in the real property records along with a document evidencing City’s consent to the same. After such replacement document is recorded, this paragraph will instead refer to the replacement document.
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
- Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota

County Document No. 2647212

- Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020 recorded as Dakota County Document No. 3384747

Without limiting the foregoing, DEVELOPER and OWNER agree and reaffirm that the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E
- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (e) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E, as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

8.) **PARK CONTRIBUTION FEE.** There is no park contribution fee associated with the PLAT. Such fee has already been paid.

9.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** There are no CITY utility plat connection fees associated with the PLAT. Such fees have already been paid.

10.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.

11.) **NO SUPERCEDING EFFECT; REAFFIRMATION OF PROVISIONS IN RECORDED DOCUMENTS.** DEVELOPER and OWNER agree that this DEVELOPMENT CONTRACT does not supercede the existing recorded and unrecorded agreements set forth below; such agreements set forth below remain in full force and effect:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota

- County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201
 - PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
 - Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
 - Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court – Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204
 - Waiver of Special Assessment Appeal for Project 2009 - 08, Courthouse Boulevard Court – Trail Improvement, recorded as Dakota County Document No. 2647205
 - Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court – Street Improvements, recorded as Dakota County Document No. 2647206
 - Waiver of Special Assessment Appeal for Project 2008 – 13, Courthouse Boulevard Court – Barnes Avenue Geometric Intersection Improvements, recorded as Dakota County Document No. 2647207
 - Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
 - Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209
 - Operation and Easement Agreement for Inverpoint Business Park, recorded as Dakota County Document No. 2647210, which is to be replaced with a Declaration of Easements and Restrictions on approximately the same date as this Agreement, and recorded in the real property records along with a document evidencing City’s consent to the same. After such replacement document is recorded, this paragraph will instead refer to the replacement document.
 - Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
 - Agreement Relating to Landowner Improvements within City Drainage and Utility Easements on Lot 1, Block 1 and Outlot A & B, recorded as Dakota County Document No. 2647212
 - Storm Water Facilities Maintenance Agreement for property lying to the south of the Plat of Inverpoint Business Park, recorded as Dakota County Document No. 2662981
 - Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020 recorded as Dakota County Document No. 3384747

Without limiting the foregoing, DEVELOPER and OWNER agree and reaffirm that the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint

Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E
- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (e) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E, as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

- 12.) **AMENDMENT RECORDED AS DOC. NO. 3384747 TO DEVELOPMENT CONTRACT RECORDED AS DOC. NO. 2647200.** CITY and OWNER entered into an Amendment to Development Contract for Plat of Inverpoint Business Park dated January 13, 2020 (“Amendment”). The Amendment modifies certain terms and provisions of the Development Contract for Plat of Inverpoint Business Park recorded as Document No. 2647200 relating to hours of operation for the Inverpoint Business Park. The Amendment specifically amends Exhibit E, paragraph 5, subparts (d), (e), (f) and (g) of the Development Contract recorded as Document No. 2647200. The Amendment was recorded with the Dakota County Recorder as Document No. 3384747.
- 13.) **COMBINATION OF LOT 2 AND OUTLOT A.** OWNER agrees to combine Lot 2, Block 1, Inverpoint Business Park Second Addition and Outlot A, Inverpoint Business Park Second Addition into one tax parcel prior to the CITY issuing a building permit for Lot 2, Block 1, Inverpoint Business Park Second Addition. The CITY will provide the necessary CITY written approval to Dakota County to allow OWNER to combine the two lots.
- 14.) **PRIVATE DRIVEWAYS.** OWNER shall be responsible to create a private driveway system within the PLAT and adjacent to and adjoining the PLAT with private easements for ingress, egress and access. All driveways within the PLAT and adjacent to the PLAT are private and OWNER shall be solely responsible for construction, repair, replacement and maintenance of all private driveways within the PLAT and adjacent to and adjoining the PLAT.
- 15.) **AGREEMENTS.** The DEVELOPER and OWNER must comply with the following requirements and execute the agreements set forth below:

- 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.

- OWNER must execute the following two Fire Hydrant License Agreements for the PLAT:
 - a. Fire Hydrant License Agreement for Lot 1, Block 1, Inverpoint Business Park Second Addition
 - b. Fire Hydrant License Agreement for Lot 2, Block 1, Inverpoint Business Park Second Addition

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

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1) Site Grading, Drainage and Erosion Control and Extension of Sanitary Sewer and Water service lines	\$10,000
2) Construction debris clean up	\$1,000
3) Certified As-Builts	\$2,000
SUBTOTAL	\$13,000
Multiplied by	x <u>1.25</u>
TOTAL ESCROW:	\$16,250

EXHIBIT F
ESCROW CALCULATION

(Continued)

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

- \$10,000 City fees for inspection and engineering service
- \$22,450 EOR Review Fees

\$32,450	TOTAL (DEVELOPER responsibility)
-----------------	---

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

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

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage upon completion of the Developer Improvements.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control exceed the initially deposited \$32,450, plus the engineering consultant proposal amounts referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT G
FORM OF CERTIFICATE OF COMPLETION

(RESERVED FOR RECORDING INFORMATION)

CERTIFICATE OF COMPLETION

As of this ____ day of _____, 20____, the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota (the "CITY") hereby certifies that the "DEVELOPER PUBLIC IMPROVEMENTS," as such term is defined in that certain Development Contract dated as of February 8, 2021, and recorded as Document No. _____, with the Dakota County Recorder (the "Development Contract") by and between the CITY and INVERWOOD BUSINESS PARK LLC, a Delaware limited liability company, have been fully and satisfactorily completed as required pursuant to the Development Contract as of the date first written above.

The Developer Public Improvements are located upon that real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1 and Lot 2, Block 1 and Outlot A, INVERPOINT BUSINESS PARK SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota (the "Property").

The CITY hereby releases the Property from the obligation under the Development Contract to initially construct the Developer Improvements as defined in the Development Contract.

Nothing contained in this Certificate of Completion shall be deemed to release any of the other documents recorded with the Dakota County Recorder between the CITY and INVERWOOD BUSINESS PARK LLC relating to the Property; and further, nothing contained in this Certificate of Completion shall be deemed to release any of the following documents:

- Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Doc. No. 2647200
- Permanent Utility, Drainage and Stormwater Ponding Easement, recorded as Dakota County Document No. 2647201

- PUD Zoning Acknowledgment Agreement, recorded as Dakota County Document No. 2647202
- Stormwater Facilities Maintenance Agreement recorded as Dakota County Doc. No. 2647203
- Waiver of Special Assessment Appeal for Project 2009 - 07, Courthouse Boulevard Court – Barnes Avenue Traffic Control Improvements, recorded as Dakota County Document No. 2647204
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- Waiver of Special Assessment Appeal for Project 2008-13, Courthouse Boulevard Court – Street Improvements, recorded as Dakota County Document No. 2647206
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- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647208
- Minnesota Wetland Conservation Act Declaration of Restrictions and Covenants for Site Specific Wetland Replacement recorded as Dakota County Document No. 2647209
- Operation and Easement Agreement for Inverpoint Business Park, recorded as Dakota County Document No. 2647210, which is to be replaced with a Declaration of Easements and Restrictions on approximately the same date as this Agreement, and recorded in the real property records along with a document evidencing City’s consent to the same. After such replacement document is recorded, this paragraph will instead refer to the replacement document.
- Boulevard Maintenance Agreement for Inverpoint Business Park recorded as Dakota County Doc. No. 2647211
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- Amendment to Development Contract for Plat of Inverpoint Business Park between the City of Inver Grove Heights and Inverwood Business Park LLC dated January 13, 2020 recorded as Dakota County Document No. 3384747

Without limiting the foregoing, the following paragraphs of Exhibit E to the Development Contract for Plat of Inverpoint Business Park recorded as Dakota County Document No. 2647200 remain in full force and effect:

- Paragraph 5, subpart (a) of Exhibit E

- Paragraph 5, subpart (b) of Exhibit E
- Paragraph 5, subpart (c) of Exhibit E
- Paragraph 5, subpart (d) of Exhibit E, as amended
- Paragraph 5, subpart (e) of Exhibit E, as amended
- Paragraph 5, subpart (f) of Exhibit E. as amended
- Paragraph 5, subpart (g) of Exhibit E, as amended
- Paragraph 5, subpart (h) of Exhibit E

[Signature page follows]

IN WITNESS WHEREOF, the CITY has caused this Certificate of Completion to be duly executed in its name and on its behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 20__, before me a Notary Public within and for said County, personally appeared Tom Bartholomew 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

This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK SECOND ADDITION

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 8th day of February, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Inverwood Business Park LLC, a Delaware limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrants located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as **Exhibit A**.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and will be improving the Subject Property pursuant to the Development Plans defined and identified in the Development Contract between the City and Landowner dated February 8, 2021.

Recital No. 2. The City is willing to approve the above-described Development Plans for the Subject Property if, among other things, Landowner executes this Agreement.

Recital No. 3. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants 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 Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner prior to issuance of a certificate of occupancy, or by a date reasonably determined by the City Engineer.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and 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 owned by the Responsible Owner for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the Maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of Maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the Maintenance costs that are being imposed hereunder upon the Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Agreement and if the other conditions required by the City in the Development Contract dated February 8, 2021 are met, the City will approve the Development Plans.

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 also applies to all after-acquired title of the parties.

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 8th day of February, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew 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

EXHIBIT A

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening

direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.

4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



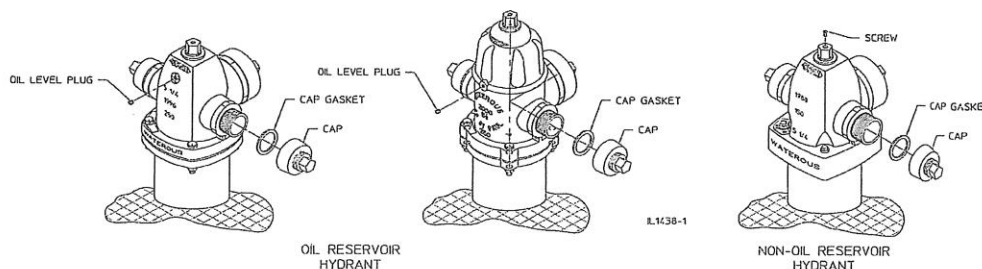
Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
 - a. External inspection of paint, caps, chains, etc.
 - b. Checking traffic type hydrants for damage to the breakaway feature.
 - c. Using a listening device to check the main valve for leakage.
 - d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
 - e. Verifying the hydrant drains properly.
 - f. Cycling the hydrant from full open to full close.
 - g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual M17 for *Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**
Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**
Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. **ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING.** Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. **Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
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, Inverpoint Business Park Second Addition, Dakota County, Minnesota.

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 2, BLOCK 1, INVERPOINT BUSINESS PARK SECOND ADDITION

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 8th day of February, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Inverwood Business Park LLC, a Delaware limited liability company (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Inverwood Business Park LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrants located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as **Exhibit A**.

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached Exhibit B.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and will be improving the Subject Property pursuant to the Development Plans defined and identified in the Development Contract between the City and Landowner dated February 8, 2021.

Recital No. 2. The City is willing to approve the above-described Development Plans for the Subject Property if, among other things, Landowner executes this Agreement.

Recital No. 3. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants 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 Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner prior to the issuance of a certificate of occupancy, or by a date reasonably determined by the City Engineer.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and 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 owned by the Responsible Owner for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the Maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of Maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the Maintenance costs that are being imposed hereunder upon the Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in public easements. The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the Maintenance obligations relating to the Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Agreement and if the other conditions required by the City in the Development Contract dated February 8, 2021 are met, the City will approve the Development Plans.

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 also applies to all after-acquired title of the parties.

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of February, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
INVERWOOD BUSINESS PARK LLC,
A Delaware limited liability company

By: United Land LLC,
Its: Manager

By: _____
Name: William P. Katter
Its: Chief Manager

By: _____
Name: Brandon Champeau
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared William P. Katter and Brandon Champeau, each to me personally known, who being by me duly sworn, did say that they are the Chief Manager and Senior Vice President, respectively, of United Land LLC, a Minnesota limited liability company, and that United Land LLC is the Manager of Inverwood Business Park LLC, a Delaware limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of Inverwood Business Park LLC by authority of its Manager and Members and that the signing of the instrument by United Land LLC as Manager was authorized by the Members of United Land LLC and said William P. Katter and Brandon Champeau acknowledged said instrument to be the free act and deed of Inverwood Business Park LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE

RETURN TO:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening

direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.

4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



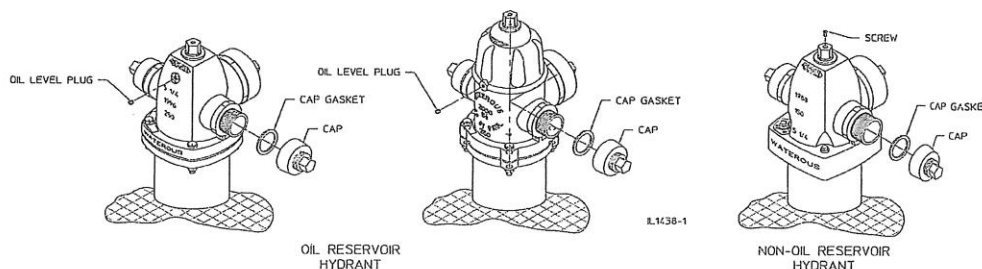
Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
 - a. External inspection of paint, caps, chains, etc.
 - b. Checking traffic type hydrants for damage to the breakaway feature.
 - c. Using a listening device to check the main valve for leakage.
 - d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
 - e. Verifying the hydrant drains properly.
 - f. Cycling the hydrant from full open to full close.
 - g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual M17 for *Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**
Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**
Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. **FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. **ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING.** Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. **Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Inverpoint Business Park Second Addition, Dakota County, Minnesota.

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: January 5, 2021

SUBJECT: UNITED PROPERTIES - CASE NO. 20-53SC

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a two-lot, one outlot subdivision, and a conditional use permit to allow manufacturing and assembly in an industrial open space district, for the property located at Lot 1, Block 1 Inverpoint Business Park. 9 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that United Properties has submitted a preliminary and final plat for building #3 of the original Inverpoint Business Park. The plat consists of replatting Lot 1 into two lots so each building will be on its own lot. They are also requesting a conditional use permit to allow for manufacturing because they expect to have some light manufacturing uses in all these buildings. At this point they do not have any specific tenants in place. The fire marshal is requiring that the uses allowed be the same as allowed in the I-1 district and that any use containing hazardous materials comply with the fire and building codes. Staff recommends approval of the request.

Chair Maggi asked what the reasoning was for splitting the lot.

Mr. Hunting replied that they did not have to split the lots and could have kept the two buildings on one lot. Typically, lots are split so they can sell a building and lot to another operator at some point in the future.

Commissioner Weber asked at what point they could implement the agreement that was put in place with Building #1 regarding hours of operation, etc.

Mr. Hunting replied that would be put in place with this approval. All conditions from the original preliminary plat would apply to this as well.

Opening of Public Hearing

Connor McCarthy, United Properties, 651 Nicollet Mall, Minneapolis, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the staff report.

Mr. McCarthy replied in the affirmative. He replied that they are asking for the lot split

partially to provide flexibility for a potential future sale and partially because it makes it less complicated for operating expenses. If there are shared expenses for snow removal, landscaping, etc. splitting the lots makes it easier for the tenants of the respective buildings to understand what they are paying for.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a preliminary and final plat for a two-lot, one outlot subdivision, and a conditional use permit to allow manufacturing and assembly in an industrial open space district, for the property located at Lot 1, Block 1 Inverpoint Business Park.

Motion carried (8/0).

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

CASE NO: 20-53SC

APPLICANT: United Properties

REQUEST: Preliminary and Final Plat for 2- lot subdivision 1 and Conditional Use Permit for Manufacturing for Lot 1

HEARING DATE: January 5, 2021

LOCATION: Courthouse Boulevard Court, west of Barnes Avenue

COMPREHENSIVE PLAN: Industrial Office Park

ZONING: IOP, Industrial Office Park

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

United Properties has submitted a preliminary and final plat for building #3 of the original Inverpoint Business Park. The plat consists of replatting Lot 1, Inverpoint Business Park into two lots, 1 and 2. The building will be 107,738 square feet in size and be used for a mix of office, warehousing and manufacturing.

In 2007, Council approved the PUD of Inverpoint Business Park which consisted of a three lot, five building project. A final PUD was approved for the center two buildings in 2008 (building #3). In 2019, an amendment was approved to the PUD changing the allowed hours of operation for some aspects of the overall functioning of the businesses. The developer is now ready to construct the second building of the five building complex.

EVALUATION OF THE REQUEST

Preliminary and Final Plat. The applicant is proposing to replat Lot 1 from the original plat into two lots which each will contain one of the approved buildings. The lots comply with size standards. Cross access easements will be required with the replatting since all utilities, parking and access are shared. These will be addressed in the development agreements.

Original PUD Conditions of Approval

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 37 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. Grading and utilities have already been installed on the site. The turn lane improvements in Courthouse Boulevard are in place.

Condition #2 relating to lots on the final plat. A replatting of the lot is part of this request.

Condition #3 relating to approval of the final grading, drainage and erosion control plans. This was satisfied with the 2008 approval.

Condition #4 relating to drainage and utility easements provided on the plat. This condition was satisfied with the 2008 approval. All easements shown on the original plat are carried over to this plat.

Condition #5 relating to ownership of natural area/open space. All of the natural area/open space shown on the 2008 plan are in private ownership. The conservation easements were established with the original plat.

Condition #6 relating to future pedestrian/biking trail. The Council approved the plans such that the City may install a trail on the south side of Courthouse Boulevard within one year after the first 200,000 square feet of the project has been occupied. The Council will make that determination at that time.

Condition #7 relating to rooftop and ground mounted equipment being screened. This condition will be reviewed at building permit. The exterior of the buildings has been updated with current color schemes and details. They are consistent with the original elements approved in 2008.

Condition #8 relating to park dedication. Park dedication will consist of a cash payment for the newly created lot. The tabulation of fees based on lot area will be stated in the development contract. The park dedication fees are collected at time of final plat release.

Condition # 9 relating to parking lot and building lighting being downcast. The developer has submitted lighting plans showing the fixture type for the parking lots and the illumination pattern. The fixtures would be the same as what is on the new building and parking lot. The illumination pattern also complies with maximum light illumination at centerlines of adjacent streets.

Condition #10 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and has no issues with the layout and access. The three access points provide very good emergency vehicle access.

Condition #11 relating to MnDOT Review. Comments were addressed with the 2008 plans

Condition #12 relating to utility plan modification. The required changes were addressed with the 2008 plans. The main trunk utilities have already been installed.

Condition #13 relating to issues listed in Emmons and Olivier memo of 9/13/07. Comments were addressed with 2008 plans.

Condition #14 relating to storm water facilities maintenance agreement and responsibilities. All of these agreements were approved with the 2008 plans. There will be some modifications with this plan set. The City Council will be approving a revised development agreement and any other documents with the final plat and PUD plans.

Condition #15 relating to entering into a boulevard maintenance agreement. Satisfied with the 2008 plans.

Condition #16 relating to executing a conservation easement over plat. Satisfied with the 2008 plans. Required Conservation easements over the entire plat were recorded in 2008.

Condition #17 relating to payment of plat utility fees. Plat utility fees will be calculated and listed in the development agreement. Fees are collected at time of final plat release.

Condition #18 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 19 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #20 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #21 relating to conditions of building occupancy. Since the project will be done in phases, this condition was added to clarify that all parking lot and entrance road improvements needed for each building will be constructed before occupancy is allowed.

Condition #22 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #23 relating to construction of sewer and water lines. All of these improvements have already been constructed.

Condition #24 relating to pervious pavement for parking stalls. The preliminary condition of approval stated at least 33 parking spaces had to be constructed with pervious pavement and the balance of the 121 proof of parking spaces shall all be constructed with pervious pavement. This phase does not require any pervious pavement.

Condition #25 relating to a modification of the landscape plan. The changes to the plan were addressed in the 2008 plans.

Condition #26 relating to City construction of the three right turn lanes from Courthouse Boulevard Court. All of the turn lanes have already been constructed.

Condition #27 relating to construction of the right turn lane for southbound Barnes at Courthouse Boulevard. All of the required improvements at the Barnes Avenue/Courthouse Blvd intersection have been installed.

Condition #28 relating to signage for trucks at the three exit points. The developer has installed some signage and will be installing additional signage directing trucks to use the eastern most entrance as the sole entrance and exit for the site for trucks.

Conditions #29, 30, 31 relating to truck/trailer idling, truck deliveries and business hours. In August 2019, the Council changed the allowed hours of operation and allowed times for truck deliveries and idling. These conditions are carried over in the development contract. Signage will be placed on the property to note the idling restrictions.

Condition #32 relating to restoration of Courthouse Boulevard Court. This condition related to the assessment to the property for the resurfacing of Courthouse Boulevard that occurred in 2007 or 2008.

Condition #33 relating to payment of all fees and escrows incurred by the city during the review process. The intent of this condition is to let the developer know of their financial responsibility of payment of fees. The development contract will also address this issue and state all outstanding fees must be paid prior to release of the final plat.

Condition #34 relating to prohibited uses. The conditions of approval restrict the use of the property to prohibit shipping operations or truck terminals. The language of the original condition was modified with the 2019 amendment. This condition will be carried over into the final PUD approval and also in the development contract.

Condition #35 relating to conditions and recommendations of SRF memo. The improvements suggested by SRF were addressed on the final plans in 2008 and have been completed.

Condition #36 relating to design of the entrance/exits to the site. The final site plan shows the entrance geometrics, so the entrances are designed for a right-in turn and not designed for a left turn out of the site.

Condition #37 relating to wetland mitigation. Council approved a wetland mitigation plan in 2008 and wetland mitigation was constructed.

Conditional Use Permit Review

The applicant is constructing the building as a spec building, meaning there is not a current tenant proposed. The applicant has indicated they intend to lease space to uses similar to the user in the current building which has a manufacturing component. The applicant is requesting a conditional use permit for manufacturing for the entire building so they will have more flexibility to lease to users. It is estimated that approximately 15 percent of the building would be used for manufacturing. The IOP, Industrial Office Park District identifies manufacturing as a conditional use. Therefore, the applicant has applied for a conditional use permit and a review is provided below.

The Fire Marshal has raised some concerns with allowing a CUP approval before users are known. He suggested adding a condition that the allowed CUP uses be the same as allowed in the I-1 district and any use containing hazardous materials be consistent with fire and building codes.

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. All utilities and streets are in place.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

Manufacturing is a conditional use in the IOP district and would be consistent with the zoning. Adding the Fire Marshal's condition would make the use more consistent with intent of the IOP district and not an I-2 district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

Manufacturing located within these type of office parks are typically smaller scale and low impact. These are not the sole use of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Fire, and Inspection Departments would review and approve any interior remodel building permits for code compliance.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
 - i. *Aesthetics/exterior appearance*
Would be all contained within the building. No outdoor storage is allowed in the IOP district.
 - ii. *Noise*
The proposed use at its small scale would not be expected to generate noise beyond that of the site as a whole with office/warehousing truck operations.
 - iii. *Fencing, landscaping and buffering*
No exterior changes proposed.
6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The site and building are designed with ample parking and the use would not create any traffic or access issues.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. All operations would be contained in the new building.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed request acceptable, the Commission should make the following recommendations:

- o Approving the Preliminary/Final plat for Inverpointe Business Park Second Addition subject to the following conditions:

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

Elevation Plan	dated 12/7/20
Final Plat	
Site Plan (2 sheets)	dated 12/7/20
Erosion Control Plan (2 sheets)	dated 12/7/20
Grading and Utility Plan (2 sheets)	dated 12/7/20
Landscape Plan (2 sheets)	dated 12/7/20
Lighting Plan (2 sheets)	dated 12/21/20

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

2. Development of the site shall also be regulated by the preliminary plat/PUD conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
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 PUD.
3. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department.
4. Between the hours of 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
5. Between the hours of 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03,

subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

6. No truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.

o Approving the Conditional Use Permit for Lot 1, Inverpoint Business Park Second Addition, subject to the following conditions:

1. Development of the site shall also be regulated by the preliminary plat/PUD conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
2. Allowed CUP uses to be the same as allowed in the I-1 district and any use containing hazardous materials be consistent with fire and building codes.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division recommends approval of the preliminary/final plat and conditional use permit for Lot 1, Inverpoint Business Park Second Addition subject to the conditions stated above.

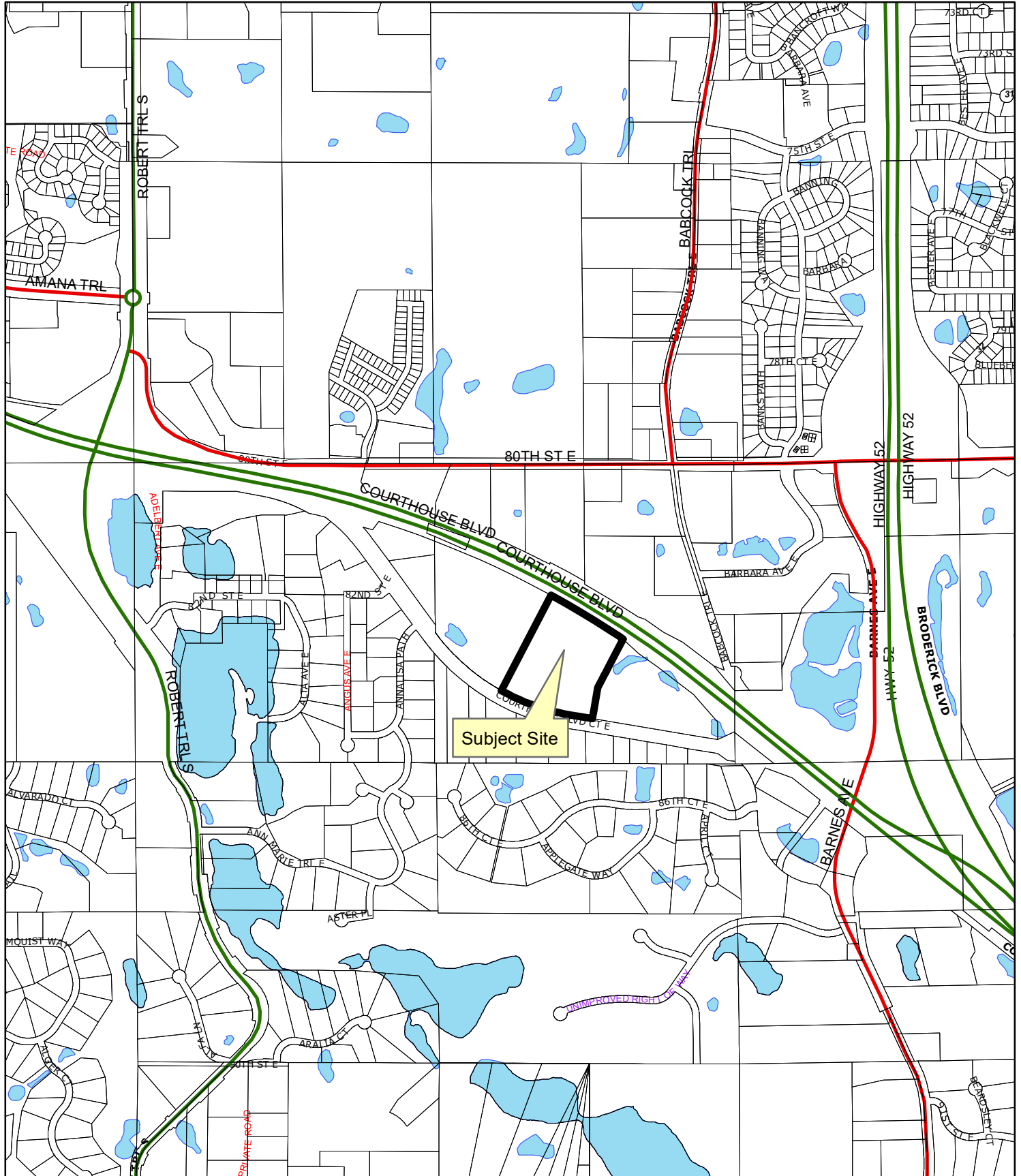
ATTACHMENTS:

Location Map
Preliminary PUD conditions of approval and site plan
Project Narrative
Final Plat
Elevation Plan
Site Plan
Erosion Control Plan
Grading and Utility Plan
Landscape Plan
Lighting Plan



Location Map

Case No. 20-53SC



2/23/08

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

RESOLUTION NO. 08-39

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN FOR A THREE (3) LOT SUBDIVISION AND A FIVE (5)
BUILDING 470,620 SQUARE FOOT OFFICE/WAREHOUSE DEVELOPMENT**

**CASE NO. 07-33PUD
(United Properties)**

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property by Inverwood Business Park, LLC (hereinafter the Developer and/or Owner) legally described as;

**SEE EXHIBIT A
(hereinafter the Property)**

WHEREAS, the City Council adopted Ordinance #1150 on May 29, 2007 that enacted regulations for a new zoning district entitled Industrial Office Park District;

WHEREAS, the Developer/Owner has made application as the developer of the proposed project and the owner of the Property;

WHEREAS, the subject property shall be governed by and the uses allowed shall be consistent with the Industrial Office Park District zoning regulations;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 21 and September 18, 2007;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT, the Preliminary Plat and Preliminary PUD development plan for a three (3) lot and a five (5) building 470,620 square foot office/warehouse development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall substantially conform with the Preliminary Site Plan attached to this Resolution (hereafter Site Plan), subject to the approval of the Plans set forth below, modifications thereto and plans listed below to be filed(**), by the City's Engineering and Planning Departments to assure compliance and consistency with the Site Plan and applicable City and other regulations and ordinances, and all subject to modifications as set forth by the conditions in this Resolution.

Preliminary Plat	dated 9/6/07
Preliminary Overall Civil Site Plan	dated **
Preliminary Civil Site Plan (West)	dated **
Preliminary Civil Site Plan (East)	dated **
Preliminary Grading and Drainage Plan	dated 9/6/07
Preliminary Grading and Drainage Plan (West)	dated 9/6/07
Preliminary Grading and Drainage Plan (East)	dated 9/6/07
Preliminary Overall Utility Plan	dated 9/6/07
Preliminary Utility Plan (West)	dated 9/6/07
Preliminary Utility Plan (East)	dated 9/6/07
Preliminary Landscape Plan	dated 9/6/07
Preliminary Landscape Plan (West)	dated 9/6/07
Preliminary Landscape Plan (East)	dated 9/6/07
Preliminary Tree Inventory and Preservation Plan	dated 9/6/07
Stormwater Pollution Prevention Plan	dated 9/6/07
Survey of Right-of-way Vacation	dated 4/23/07
Building Elevations	dated 6/18/07

2. Lots 1 and 3 shown on the preliminary plat shall be outlots on the final plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. The ownership of all of the natural area/open space shall be privately owned by the property owner.
6. The City may install a pedestrian/biking trail along the south-side of Courthouse Boulevard Court (hereinafter Trail Improvement) within one year of the issuance of certificates of occupancy for the first 200,000 square feet of the Project. The location, size and design of the Trail Improvement shall be within the discretion of the City. In the event such Trail Improvement is installed, the Developer agrees that the cost of the Trail Improvement shall be specially assessed against the Property in equal installments over 10 years. The interest shall be the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents presented by the City to waive its rights to a hearing and appeal or any other challenge to the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Trail Improvements shall be no greater than \$ 175,000.

7. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to City approval.
8. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
9. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.
10. All plans shall be subject to the review and approval of the Fire Marshal.
11. The approval of the preliminary Plat is subject to the review and comment from MnDOT.
12. The utility plans shall be modified to reflect; 1) the location of the western trunk water main crossing under Hwy 55 being shifted to the east, 2) the trunk water main traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway), 3) the trunk sanitary sewer traversing the development being brought out to Courthouse Boulevard Court (most likely at the west driveway).
13. The preliminary plans shall be modified to address all four (4) issues listed in the Emmons and Olivier report dated September 13, 2007.
14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the Owner of Lots 1-3, Block 1 shall be responsible for the maintenance of storm water improvements on such lots and other lots on the south-side of Courthouse Boulevard Court used for wetland mitigation, storm water or water retention purpose.

The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional Basins	East and West ends	City of IGH

Infiltration/ Bio-retention Basins	Throughout Project	Landowner/Developer
Wetland Mitigation	Throughout Project	Landowner/Developer
Rain Gardens	Throughout Project	Landowner/Developer

15. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of Lots 1-3, Block 1 shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.
16. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Lots 1-3, Block 1. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of landowner. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.
17. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City the following plat connection fees:

IGH Code Provision	Type of Fee	Amount of Fee
1010.03, Subd. 5	Plat Connection Fee Water Utility System	\$ 48,292.40
1010.03, Subd. 6	Plat Connection Fee Sanitary Sewer Utility System	\$ 73,743.80
1010.03, Subd. 7	Plat Connection Fee Storm Water Sewer Utility System	\$ 357,036.45

In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

18. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	City Council
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council

19. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
20. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
21. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.
22. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Conservation Open Space Easement; and
 - Acknowledgement of PUD Zoning.
 - Waivers of Assessment Appeals
23. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

24. At least 33 parking stalls shall be required to be constructed of pervious pavement based on 620 parking stalls being constructed. The balance of the 121 proof of parking stalls are required to be constructed of pervious pavement.
25. The landscape plan shall be modified to relocate the boulevard row of trees to meet the required five foot setback from the front property line.
26. Right turn lanes shall be constructed for all three entries into the site from Courthouse Boulevard Court. The City shall construct the right turn lanes as a special assessment project and shall use its best efforts to complete the work in 2008 and shall assess 100% of the cost to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the turn lanes shall be subject to the recommendation of the Director of Public Works.
27. The Developer and Owner shall be responsible for the financial obligation to complete a right turn lane for southbound traffic on Barnes Avenue at Courthouse Boulevard Court. The right turn lane shall be constructed by the City which shall use its best efforts to complete the same in 2008 as a special assessment project with 100% of the cost assessed against the Owner and the Property. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the right turn lane will be subject to the recommendation of the of the Director of Public Works.

28. The Developer shall post the three entrance/exit points with signage that directs vehicles to make left turns only as they exist the site. In addition, signage shall be posted by the Developer designating the east entrance as the exclusive entrance for all semi-truck traffic. Signs prohibiting semi-truck use of the other two entrances shall also be posted by the Developer, with the signs being subject to review and approval by the City Public Works department. The City shall post a "local traffic only" sign in the vicinity of the Courthouse Boulevard Court/Annalisa Path intersection and at the Ann Marie Trail/Hwy 3 intersection. The Developer shall be responsible for the cost of the two City posted signs.
29. Between the hours of 8:00 p.m. and 7:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
30. Between the hours of 8:00 p.m. and 7:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minn. Stat. § 169.01, subd. 49; i.e. a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
31. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.
32. The City complete the street restoration to a 9-ton spring loaded rating (consisting of a two inch bituminous overlay with necessary subgrade repairs) of Courthouse Boulevard Court from the general area West of Barnes Avenue where restoration ended, to the cul-de-sac as a special assessment project with 100% of the cost being assessed to the Property and the Owner. The Developer and Owner shall waive its rights to appeal from the assessment by signing, or

causing to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. Four purposes of the waiver of the rights to appeal pursuant to the requirements of Minn. Stat. 462.3531, the estimated cost of the project shall be the cost of the Feasibility Report prepared by the a consulting engineer, chosen by the City, plus the costs of the project as estimated by the Feasibility Report, plus typical contingencies for such a project, plus the legal, administrative, engineering, financial contingencies and fiscal costs estimated by the City for the project; if the project is delayed until 2009 then the estimated amount of the total project costs for purposes of the waiver shall be increased to reflect increased additional costs. The design of the street restoration shall be subject to the recommendation of the Director of Public Works and the work will be done in conjunction with the right turn lanes described in paragraph 26.

33. At the time the City signs the plat, the Owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees (excluding any legal fees and cost incurred by the City in connection with the litigation and settlement of the action brought by the Developer in connection with the Project) that have been incurred up to the date the City signs the final plat, and the Owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time of final plat application, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review and natural resource inventory as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the Owner's applications.
34. No over the road trucking or shipping operations and no truck terminals shall be allowed to operate from the property.
35. Approval of the Preliminary Plat and PUD Development Plans shall be subject to the conditions and recommendations listed in the Traffic Report prepared by SRF dated November 6, 2007. In addition, traffic control and geometric improvements may be made to the site in accordance with the following:
 - (a) Geometric Intersection Improvements. The City shall commission a traffic study as soon as possible, by SRF or another qualified traffic engineer, which study shall be limited to a determination of what, if any, additional roadway or

geometric improvements are needed to the intersection of Barnes Avenue and Courthouse Boulevard Court (hereinafter the "Intersection") to accommodate semi and other truck turning movements projected to be generated by the Project as approved under the Amended Application (Initial Traffic Study). The Developer shall pay the cost of the Initial Traffic Study, within 30 days of billing by the City.

In the event the Initial Traffic Study finds that additional road or geometric improvements are necessary (Physical Intersection Improvements), the City shall cause the Physical Intersection Improvements to be made with all of the costs related to the Physical Intersection Improvements assessed against the Property as a special assessment under Minn. Stat. Chpt. 429, payable over 10 years with interest at the rate then being charged by the City for similar assessment projects at the time of the assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to the requirements of Minn. Stat. § 462.3531, the estimated cost of the Physical Intersection Improvements shall be no greater than \$100,000. The Physical Intersection Improvements shall be installed within a reasonable time after the City's approval of the Project and the completion of the Initial Traffic Study.

(b) Traffic Control Improvements. When 200,000 square feet of the Project's floor space has been built and issued certificates of occupancy, the City may conduct a traffic count in the area along Courthouse Boulevard Court between the Intersection and the access points to the Project. If the traffic count shows at least 10% more traffic in either the a.m. or p.m. trips than had been projected by SRF in its November 6, 2007 traffic study for the Project, then the City may commission a traffic study by a qualified traffic engineer to determine if additional traffic control devices are warranted at the Intersection as the result of the traffic generated by the Project and as projected to be generated by the Project. (Second Traffic Study) The City shall pay the cost of the Second Traffic Study, subject to the Developer paying the cost through an assessment as set forth, below.

In the event that the Second Traffic Study recommends that additional traffic controls are needed at the Intersection (Traffic Control Improvements) and the Second Traffic Study finds that without the Traffic Control Improvements the Intersection's Level of Service (hereinafter LOS) will decline by at least one grade, the Traffic Control Improvements meet the applicable Warrants under the Minnesota Manual on Uniform Traffic Control Devices and Dakota County approves the installation of the Traffic Control Improvements, the City shall install the same. The cost of the Traffic Control Improvements shall be specially assessed against the Property in equal installments over 10 years with interest at

the rate then being charged by the City for similar assessment projects at the time of assessment against the Property. The Developer shall sign, or cause to be signed, all necessary documents as presented by the City to waive its rights to hearing and appeal or in any manner challenge the assessments, either as to amount or the assessment process, in substantially the form attached hereto as Exhibit B. For purposes of waiver of its rights to appeal and pursuant to Minn. Stat. § 462.3531, the estimated cost of the Traffic Control Improvements shall be no greater than \$ 400,000. The Traffic Control Improvements shall be installed within a reasonable time following completion of the Second Traffic Study. In the event Traffic Control Improvements are installed, the cost of the Second Traffic Study shall be included in the assessment against the Property.

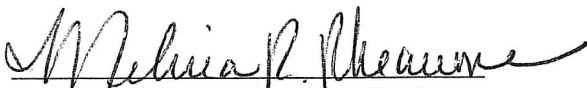
36. The design of the three entrance/exit driveways on the site shall be modified to be consistent with the design prepared by SRF entitled DRIVEWAY CONCEPT TO RESTRICT RIGHT-TURNING TRUCK TRAFFIC, dated 11-06-07. Final design of the driveways shall be approved by the Director of Public Works and reflected on the final plans.
37. The Developer shall make all applications for such other permits and approvals as are necessary for the Project including, without limitation, application for final plat approval, applications for approval of a wetland replacement plan under the Minnesota Wetland Conservation Act (hereinafter WCA Wetland Replacement Plan) county approvals for Physical Intersection or Traffic Control Improvements, building and other necessary permit applications. The City shall process all applications in good faith and in accordance with its ordinary procedures. The City agrees that it will review the WCA Wetland Replacement Application under applicable regulations and ordinances and shall approve the same if it is compliant with all applicable criteria in the WCA and City Ordinances.

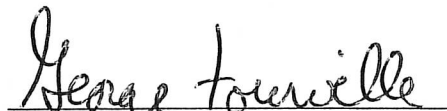
Passed this 25th day of February, 2008.

AYES: 5

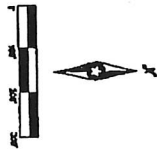
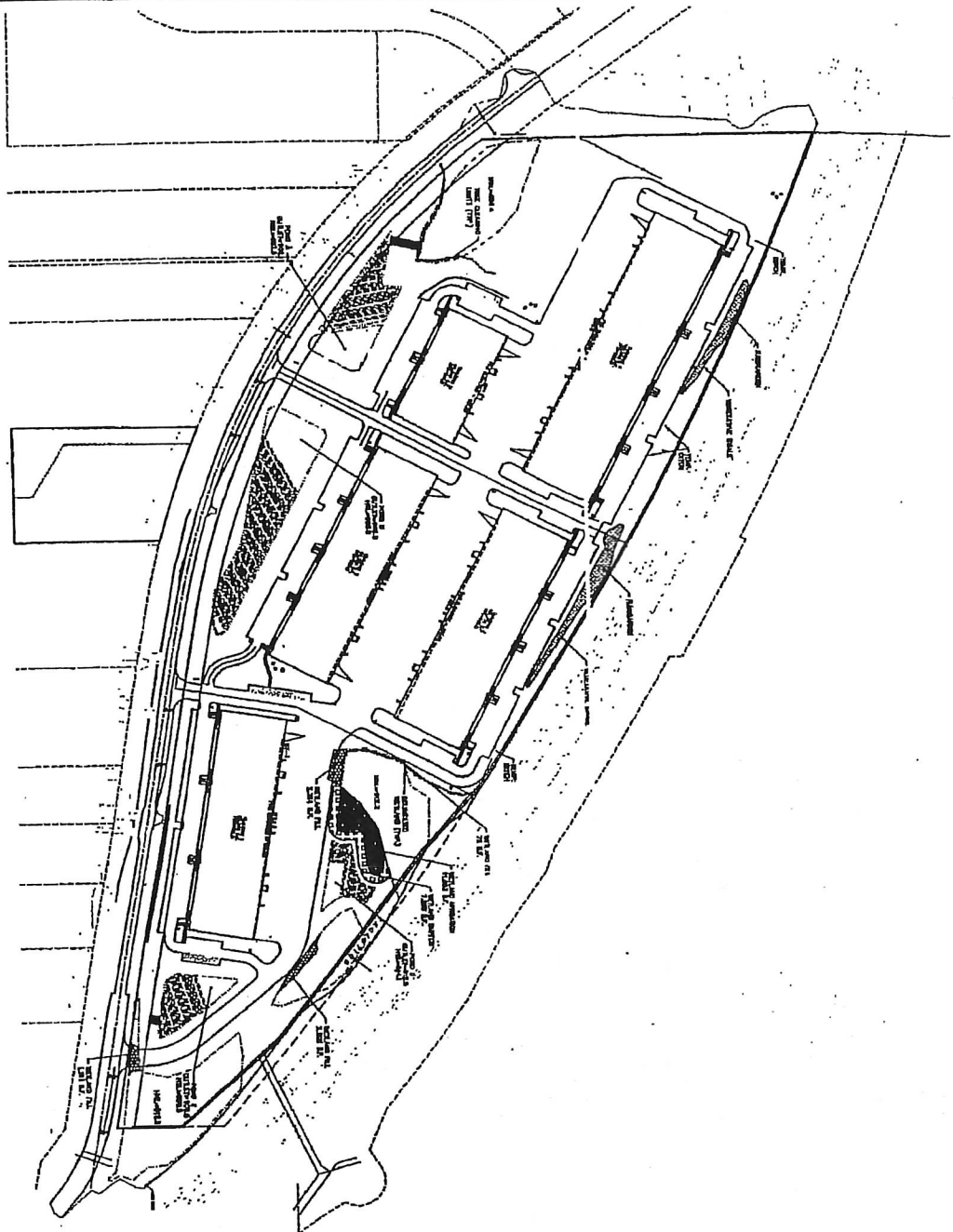
NAYS: 0

ATTEST:


Melissa Rheame, Deputy Clerk


George Tourville, Mayor

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED



POP!

THE DOWNEY PINE DRESS
THE PINK LIP MAKE-UP
THE LONG AND TALL
THE NEW PINK

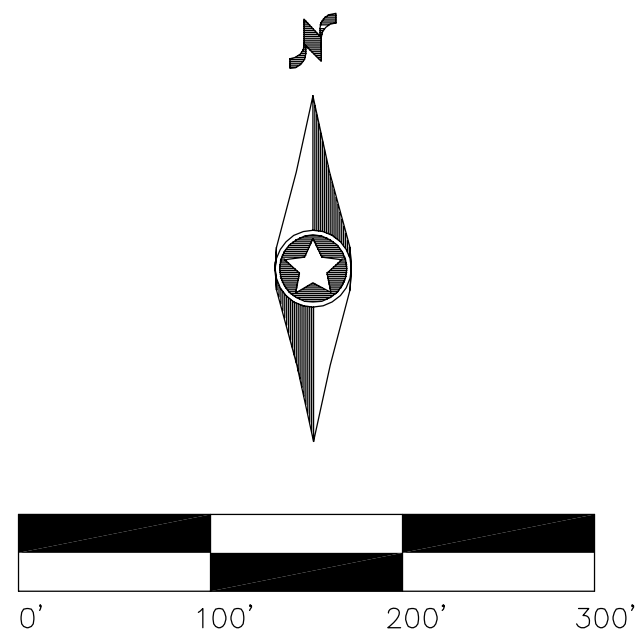
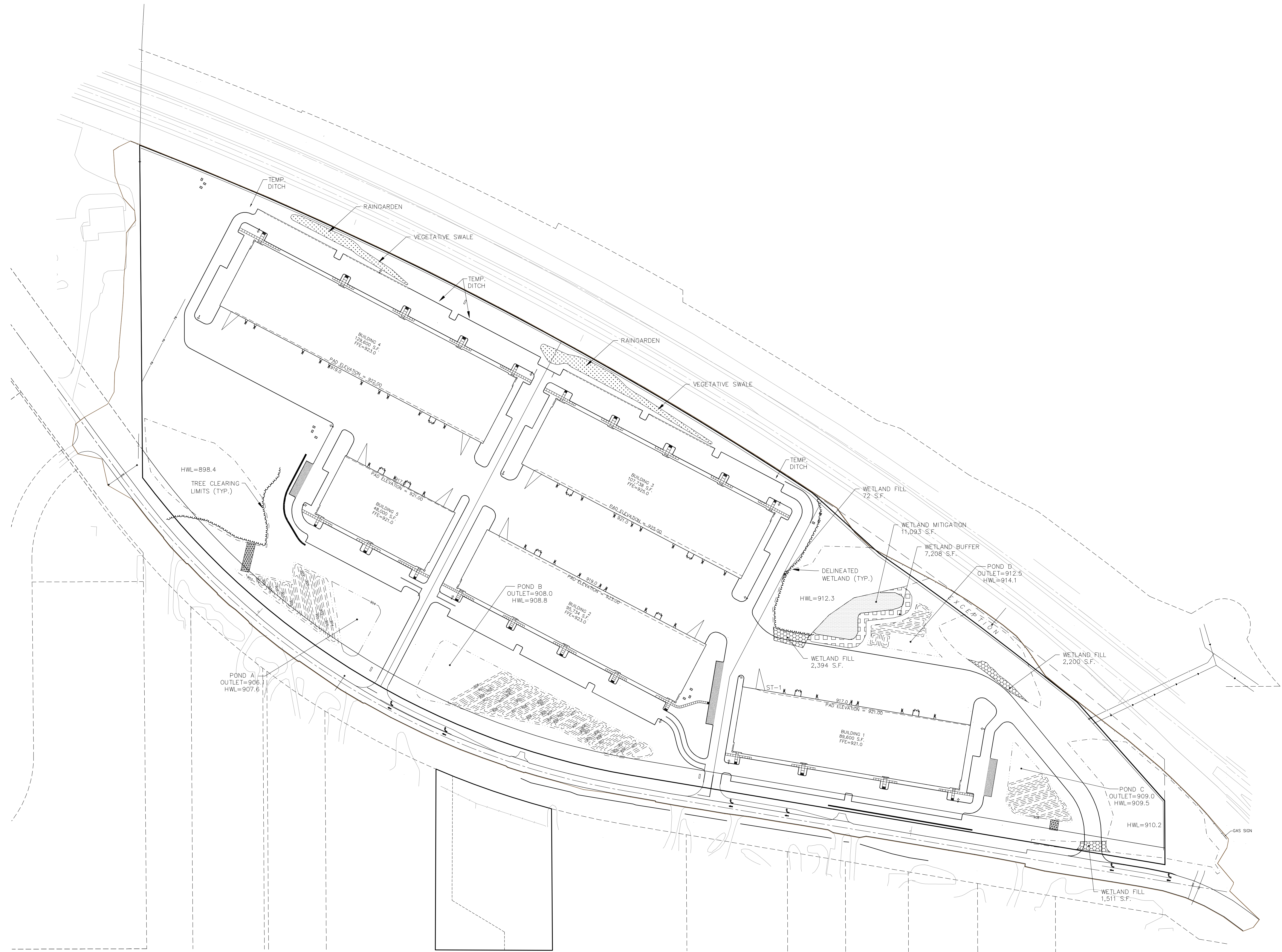
THE

**INVERPARK
BUSINESS
CENTER**
14000 OPEN HORIZON BLVD

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EXHIBIT A

That part of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27N, Range 22W, Beginning 609.68 feet West of Southeast Corner East 283.68 feet North Parallel with East line 343.13 feet to Southerly R/W Co Rd 28-A, Northwesterly on Southerly line to intersection with Line Bearing North from point of beginning, South 438.00 feet to Beginning and Part of West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ lying South of new State Trunk Highway #55 and North of old State Trunk Highway #55 and the Center of new State Trunk Highway #52/55 AND that part of of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 27N, Range 22W, lying South of new State Trunk Highway #55 and North of old State Trunk Highway #55 except Parcel 203A of State Trunk Highway Right-of-Way Plat 19-111.



1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
Ph. (651) 642-9200
Fax (651) 642-1101



INVERPARK BUSINESS CENTER

INVER GROVE HEIGHTS, MINN.

Issues and Revisions:

I hereby certify that this plan 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.

Curtis R. Neft
Curtis R. Neft
Date: 02/11/08 License No. 44198

Designed: WRW
Checked: CRN
Drawn: WRW
Record Drawing, by/date:

Overall Site & Grading

Receipt:# 627622

RES

\$46.00

Return to:
CITY OF INVER GROVE
HEIGHTS
8150 BARBARA AVE
INVER GROVE HEIGHTS MN
55077

3328814



Recorded on: 9/27/2019 11:37 AM

By: TMB, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder



City of Inver Grove Heights

www.invergroveheights.org

CERTIFICATION

STATE OF MINNESOTA)
DAKOTA COUNTY)
CITY OF INVER GROVE HEIGHTS)

The undersigned, Interim Deputy 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. 19-147 adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly called and held on August 26, 2019 which a quorum was present and acting throughout, and of the original on file in the office of the Interim Deputy Clerk, City of Inver Grove Heights, Dakota County, Minnesota.





Joe Lynch, Interim Deputy Clerk

Dated: 9-24-19

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 19-147

A RESOLUTION APPROVING AMENDMENTS TO THE PRELIMINARY AND FINAL
PUD AND DEVELOPMENT AGREEMENT FOR THE INVERPOINT BUSINESS PARK

CASE NO. 19-28PDA
(United Properties)

WHEREAS, a Planned Unit Development (PUD) amendment application has been submitted to the City for property legally described as;

Lot 1, Block 1, Outlots A and B, Inverpoint Business Park, Dakota County, Minnesota

WHEREAS, a public hearing concerning the PUD amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 7, 2019;

WHEREAS, changes to Resolution #08-39, Preliminary Conditions of approval changes include:

- #29. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- #30. Between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained

primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

~~#31. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~

~~#34. No over the road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

WHEREAS, changes to Resolution #08-189, Final Conditions of approval changes include:

~~#4. Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.

~~#5. Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~

~~#6. Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.

- #7. ~~No over the road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

WHEREAS, changes to the Development Contract for Inverpoint Business Park include:

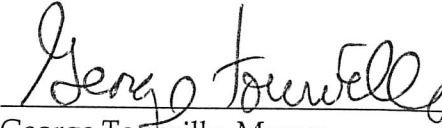
Exhibit E - changes to item #5.

- d. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., trucks and trailers shall not be allowed to idle their engines on the property and trucks and trailers shall not be allowed to stop or park on the property with engines, air-conditioning units or refrigeration units running except for a fifteen (15) minute interval when initially arriving and parking at the parking lots or docks. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage that states such restrictions. The Owner of the property is responsible to enforce such restrictions.
- e. ~~Between the hours of 11:00 p.m. and 7:00 a.m., the businesses on the property shall not be in operation, except for building interior maintenance, security monitoring, and employee office use; in no event shall product and material distribution, warehousing, loading and unloading, deliveries or operation of warehouse equipment and machinery take place between 8:00 p.m. and 7:00 a.m. The Owner of the property is responsible to enforce such restrictions.~~
- f. ~~Between the hours of 8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m., there shall be no deliveries by trucks and trailers and there shall be no loading or unloading of trucks and trailers. The word "truck" shall have the same meaning as defined in Minnesota Stat. 169.03, subd. 49; *i.e.* a truck means every motor vehicle designed, used or maintained primarily for the transportation of property. The Owner or tenant on the property shall post signage stating that no deliveries by truck will be accepted or will occur and that no loading or unloading will occur between the hours of ~~8:00 p.m. and 7:00 a.m.~~ 10:00 p.m. and 6:00 a.m. The Owner of the property is responsible to enforce such restrictions.
- g. ~~No over the road trucking or shipping operations and no truck terminals, as defined as a specialized distribution building for redistributing goods from one truck to another, serving an intermediate transfer point, and used primarily for staging loads (rather than long-term storage), shall be allowed to operate from the property.~~

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, Resolution No's 08-39 and 08-139 and the Development Contract for the Plat of Inverpoint Business Park are hereby approved as stated above.

Passed this 26th day of August, 2019.

AYES: 5
NAYS: 0


George Tourville, Mayor

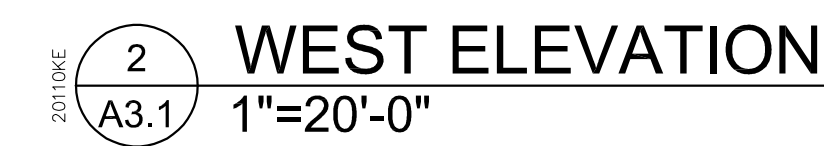
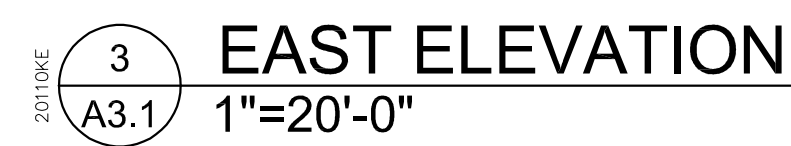
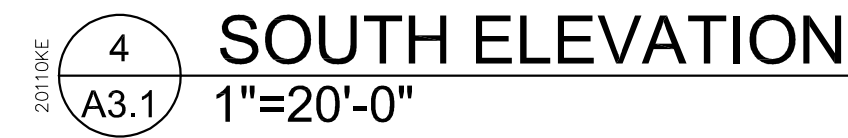
ATTEST:


Joseph Lynch, Interim Deputy Clerk

CONDITIONAL USE PERMIT – MANUFACTURING USE

INVERPOINT BUSINESS PARK INVER GROVE HEIGHTS, MINNESOTA December 11, 2020

United Properties seeks to develop phase two of the 45-acre, five building InverPoint Business Park. United Properties plans to develop Phase II as a 108,000 SF, 24'-28' clear building on a speculative basis, currently without a tenant. In our marketing efforts to secure tenant(s) for the building, we will require flexibility of use within the building. A vast majority of office/warehouse tenants, which is our target tenant profile for this space, utilizes a portion of their space for manufacturing, assembly, or production. The purpose for this request of the conditional use permit is to allow flexibility in the search and negotiation with prospective tenants for this building, and to avoid constant conversation with the city on each prospective deal. We are requesting a conditional use permit to allow for manufacturing within the proposed building, as manufacturing plays a role in most of our target market's business.



2011 OKE  NORTH ELEVATION
1"=20'-0"

INVERPOINT BUSINESS PARK SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Inverwood Business Park LLC, a Delaware limited liability company, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lot 1, Block 1, Inverpoint Business Park First Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as INVERTPOINT BUSINESS PARK SECOND ADDITION.

In witness whereof said Inverwood Business Park LLC, a Delaware limited liability company, has caused these presents to be signed by United Land LLC, a Minnesota limited liability company, by its proper officers this ____ day of _____, 20 ____.

UNITED LAND LLC

By: _____,its

By: _____,its

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____, by _____,
_____ and by _____.

of United Land LLC, a Minnesota limited liability company and manager of the Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) _____ (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

I, Brent R. Peters, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20 ____.

Brent R. Peters, Licensed Land Surveyor
Minnesota License No. 44123

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Brent R. Peters, Land Surveyor, Minnesota License No. 44123.

(Signature)

(Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20 ____.

Chair Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat was approved by the City Council of Inver Grove Heights, Minnesota, this ____ day of _____, 20 ___, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

Mayor Clerk

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

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 ___, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20 ____.

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

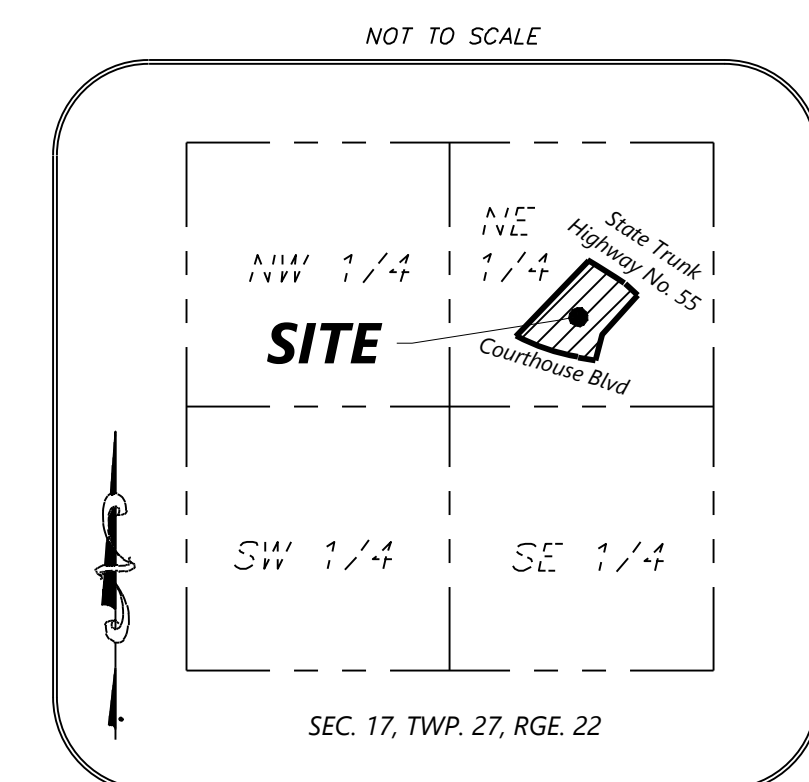
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of INVERPOINT BUSINESS PARK FIRST ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20 ___, at ____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
Dakota County Recorder

● *Denotes found XXXXX County Cast Iron Monument.*

○ *Denotes set 1/2 inch x 14 inch iron rebar marked with plastic cap inscribed LS 45873, which has been set or will be set in accordance with MS 505.021, Subd. 10, unless otherwise noted on survey.*

△ *DENOTES LIMITED ACCESS TO PUBLIC ROAD RIGHT OF WAY*



Final Development Plans

for

Existing Conditions, Site, Grading, Utilities, and Landscape

for

InverPoint Business Center - Building 3

Inver Grove Heights, MN

Prepared for:

United Properties

651 Nicollet Mall, Suite 450

Minneapolis, MN 55402

Contact: Connor McCarthy

Phone: 952-837-8649

Email: connor.mccarthy@uproperties.com

Prepared by:

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

Westwood Professional Services, Inc.

Project number: 0023568.30

Contact: David T. Bade

Vicinity Map



(Not to Scale)

Sheet List Table	
Sheet Number	Sheet Title
C001	COVER SHEET
C100	EXISTING CONDITIONS PLAN
C201	NORTH SITE PLAN
C202	SOUTH SITE PLAN
C301	NORTH EROSION CONTROL PLAN
C302	SOUTH EROSION CONTROL PLAN
C401	NORTH GRADING AND UTILITY PLAN
C402	SOUTH GRADING AND UTILITY PLAN
C501	SITE DETAILS
C502	EROSION CONTROL AND SANITARY DETAILS
C503	WATERMAIN AND STORM SEWER DETAILS
L101	NORTH LANDSCAPE PLAN
L102	SOUTH LANDSCAPE PLAN

[illegible]

POPE
ARCHITECTS

1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
PH. (651) 642-9200
FAX (651) 642-1101



UNITED PROPERTIES



Commercial Design and Construction
R.J. Ryan Construction, Inc.
1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph. (651) 681-0200 Fax (651) 681-0235

**INVERPOINT
BUSINESS
CENTER**

INVER GROVE HEIGHTS, MINN.

Revisions:

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

Date: _____ License No. _____

Designed: _____

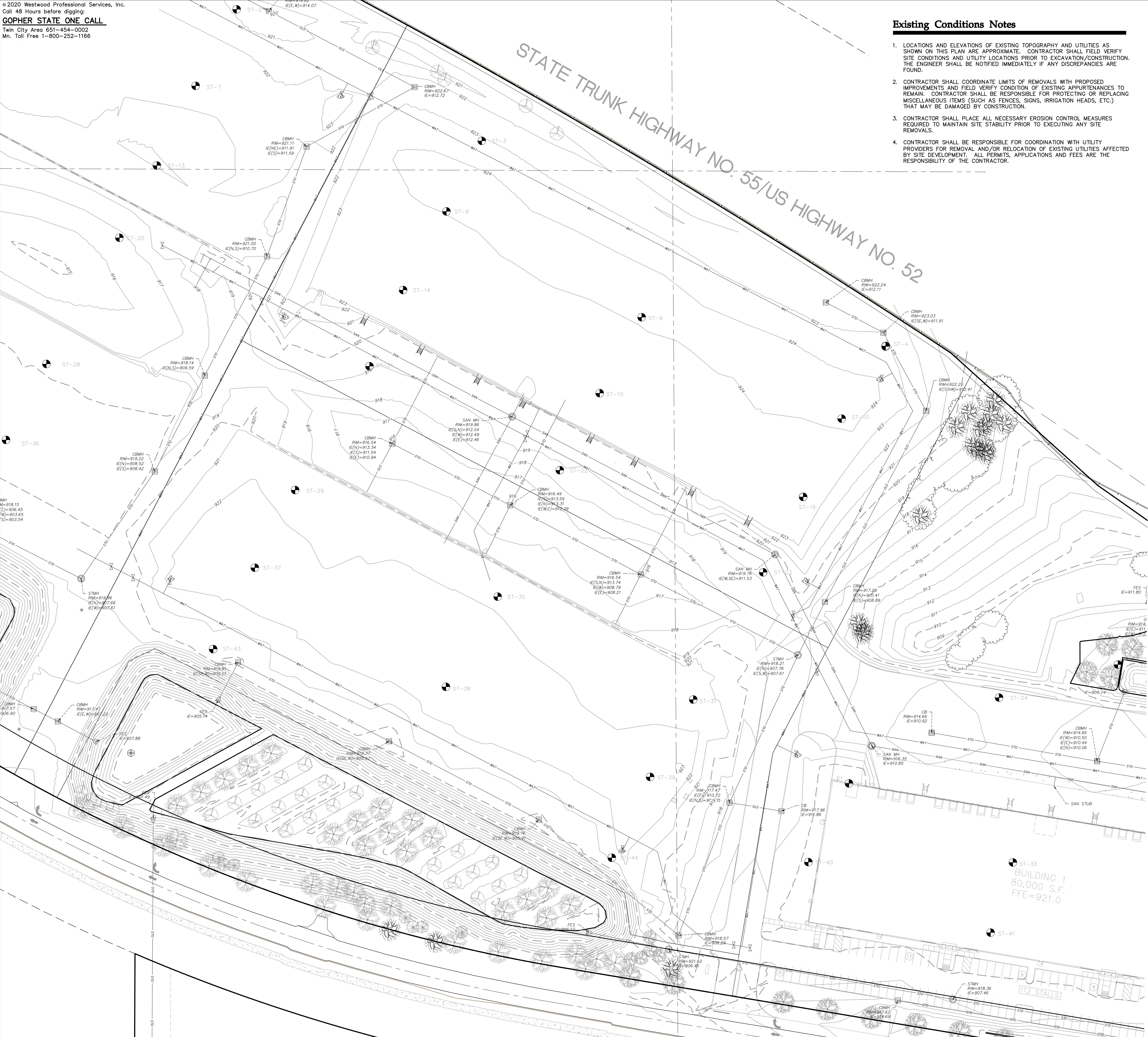
Checked:

Drawn: _____

Record Drawing by/date:

COVER SHEET

Date: 12/07/20 Sheet: C001



Existing Conditions Notes

- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
- CONTRACTOR SHALL COORDINATE LIMITS OF REMOVALS WITH PROPOSED IMPROVEMENTS AND FIELD VERIFY CONDITION OF EXISTING APPURTENANCES TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING OR REPLACING MISCELLANEOUS ITEMS (SUCH AS FENCES, SIGNS, IRRIGATION HEADS, ETC.) THAT MAY BE DAMAGED BY CONSTRUCTION.
- CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.

Existing Conditions Legend

EXISTING	
---	PROPERTY LINE
---	CURB & GUTTER
---	SAW CUT PAVEMENT
---	SANITARY SEWER
---	WATER MAIN
---	HYDRANT
---	STORM SEWER
---	GAS
---	UNDERGROUND ELECTRIC
---	OVERHEAD ELECTRIC
---	UNDERGROUND TELEPHONE
---	OVERHEAD TELEPHONE
---	TELEPHONE FIBER OPTIC
---	CABLE TELEVISION
---	RETAINING WALL
---	FENCE
---	CONCRETE
---	BITUMINOUS
---	BUILDING
---	TREE
---	LIGHT POLE
---	TRAFFIC SIGN
---	CONSTRUCTION BARRICADE
---	SOIL BORING LOCATION
---	TREE LINE



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David T. Bado
Date: 12/07/20 License No. _____
Designed: _____
Checked: _____
Drawn: _____
Record Drawing by/date: _____

Sign Legend

REFERENCE	SIZE	MNDOT DESIGNATION
S.1 STOP SIGN	30" X 30"	R1-1
S.2 HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.3 NO RIGHT TURN	24" X 24"	R3-1

Site Details

- B612 CURB & GUTTER
- FLUSH CONCRETE CURB & GUTTER
- RIBBON CURB
- ACCESSIBLE PARKING LOGO, STRIPING, & SIGNAGE
- PARALLEL PEDESTRIAN CURB RAMP
- PAINTED STOP BAR & STOP SIGN POST BASE
- STANDARD DUTY BITUMINOUS PAVEMENT
- HEAVY DUTY BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE APRON
- CONCRETE HEAVY DUTY PAVEMENT

Site Notes

- 4" DOUBLE YELLOW LANE STRIPE (TYP.)
- MATCH EXISTING PAVEMENT
- CURB TRANSITION TO FLUSH
- MATCH EXISTING CURB AND GUTTER
- LOADING DOCKS
- TRASH ENCLOSURE

Site Development Summary

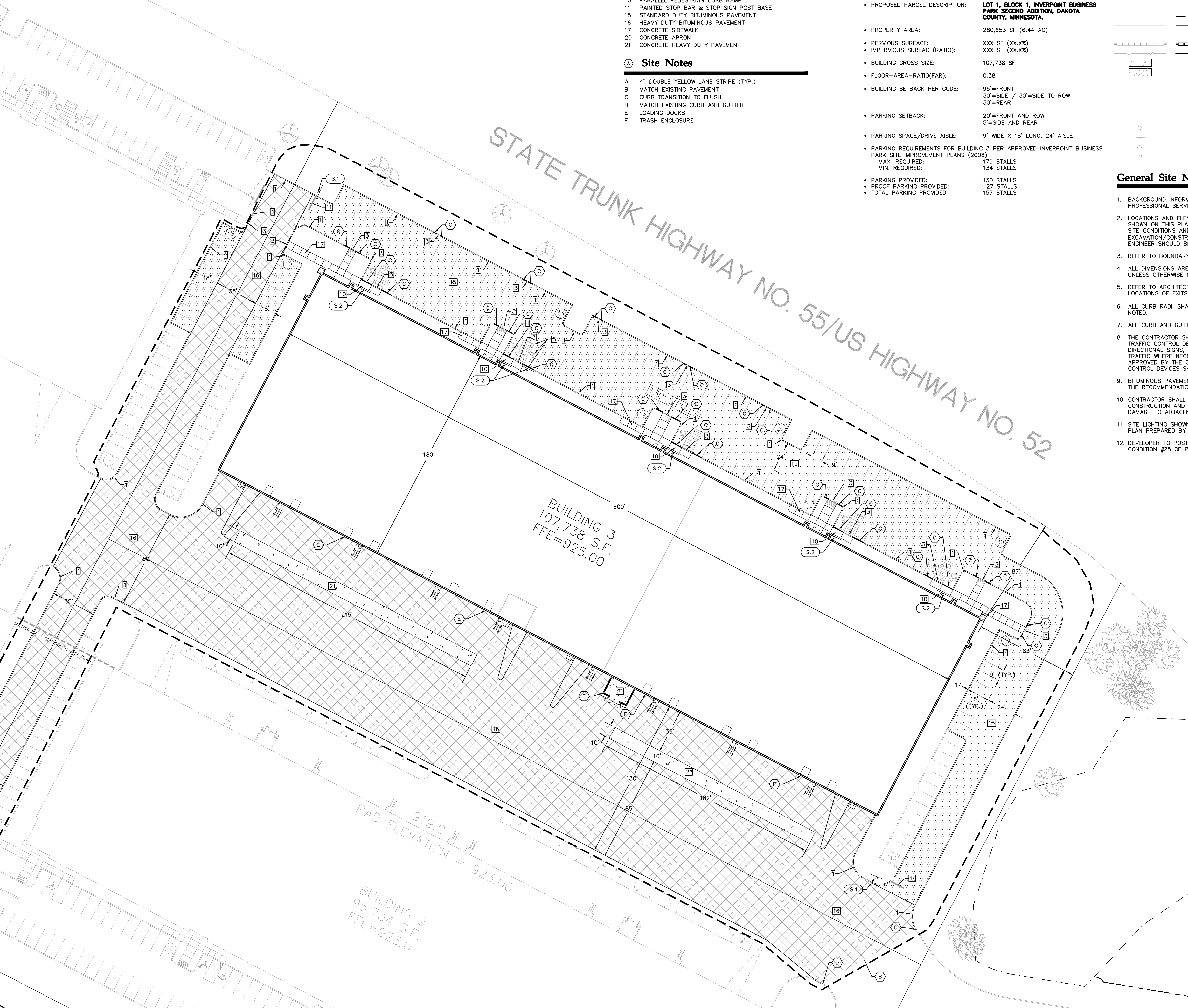
- EXISTING ZONING: PUD - PLANNED UNIT DEVELOPMENT
- EXISTING PARCEL DESCRIPTION: LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK, DAKOTA COUNTY, MINNESOTA.
- PROPOSED PARCEL DESCRIPTION: **LOT 1, BLOCK 1, INVERPOINT BUSINESS PARK SECOND ADDITION, DAKOTA COUNTY, MINNESOTA.**
- PROPERTY AREA: 280,653 SF (6.44 AC)
- PERVIOUS SURFACE: XXX SF (XX.X%)
- IMPERVIOUS SURFACE(RATIO): XXX SF (XX.X%)
- BUILDING GROSS SIZE: 107,738 SF
- FLOOR-AREA-RATIO(FAR): 0.38
- BUILDING SETBACK PER CODE: 96'-FRONT
30'-SIDE / 30'-SIDE TO ROW
30'-REAR
- PARKING SETBACK: 20'-FRONT AND ROW
5'-SIDE AND REAR
- PARKING SPACE/DRIVE AISLE: 9' WIDE X 18' LONG, 24' AISLE
- PARKING REQUIREMENTS FOR BUILDING 3 PER APPROVED INVERPOINT BUSINESS PARK SITE IMPROVEMENT PLANS (2008)
MAX. REQUIRED: 179 STALLS
MIN. REQUIRED: 134 STALLS
- PARKING PROVIDED: 130 STALLS
- PROOF PARKING PROVIDED: 27 STALLS
- TOTAL PARKING PROVIDED: 157 STALLS

Site Legend

EXISTING	PROPOSED	PROPERTY LINE
---	---	LOT LINE
---	---	SETBACK LINE
---	---	EASEMENT LINE
---	---	CONSTRUCTION LIMITS
---	---	CURB AND GUTTER
---	---	POND NORMAL WATER LEVEL
---	---	RETAINING WALL
---	---	FENCE
---	---	CONCRETE PAVEMENT
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY BITUMINOUS PAVEMENT
---	---	STANDARD DUTY BITUMINOUS PAVEMENT
---	---	PERVIOUS PAVEMENT
---	---	NUMBER OF PARKING STALLS
---	---	TRANSFORMER
---	---	SITE LIGHTING
---	---	TRAFFIC SIGN
---	---	POWER POLE
---	---	BOLLARD / POST

General Site Notes

- BACKGROUND INFORMATION FOR THIS PROJECT PROVIDED BY WESTWOOD PROFESSIONAL SERVICES, MINNETONKA, MINNESOTA, 2008.
- LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, THE ENGINEER SHOULD BE NOTIFIED IMMEDIATELY.
- REFER TO BOUNDARY SURVEY FOR LOT BEARINGS, DIMENSIONS AND AREAS.
- ALL DIMENSIONS ARE TO FACE OF CURB OR EXTERIOR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR EXACT BUILDING DIMENSIONS AND LOCATIONS OF EXITS, RAMPS, AND TRUCK DOCKS.
- ALL CURB RADI SHALL BE 3.0 FEET (TO FACE OF CURB) UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGGERS AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
- BITUMINOUS PAVEMENT AND CONCRETE SECTIONS TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- SITE LIGHTING SHOWN ON PLAN IS FOR REFERENCE ONLY. REFER TO LIGHTING PLAN PREPARED BY OTHERS FOR SITE LIGHTING DETAILS AND PHOTOMETRICS.
- DEVELOPER TO POST INTERNAL TRUCK TURNING INSTRUCTION SIGNS PER CONDITION #28 OF PUD APPROVAL.



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FAX (651) 642-1101



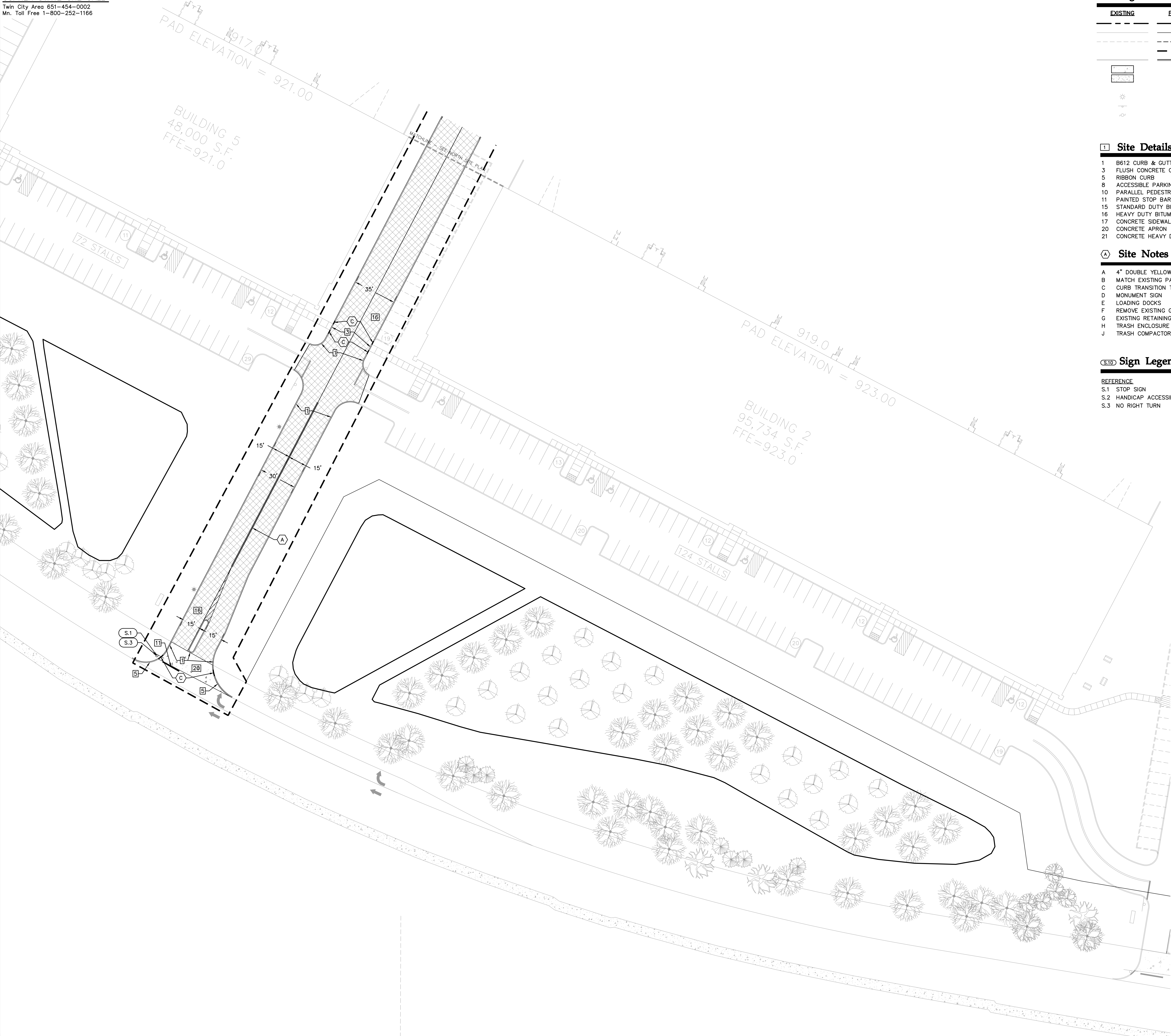
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BUSINESS
CENTER**
INVER GROVE HEIGHTS, MINN.

Revisions
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David T. Bado
Date: 12/07/20 License No. .

Designed: .
Checked: .
Drawn: .
Record Drawing by/date: .



Site Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		LOT LINE
		EASEMENT LINE
		CONSTRUCTION LIMITS
		CURB AND GUTTER
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		HEAVY DUTY BITUMINOUS PAVEMENT
		SITE LIGHTING
		TRAFFIC SIGN
		POWER POLE

Site Details

- 1 B612 CURB & GUTTER
- 3 FLUSH CONCRETE CURB & GUTTER
- 5 RIBBON CURB
- 8 ACCESSIBLE PARKING LOGO, STRIPING, & SIGNAGE
- 10 PARALLEL PEDESTRIAN CURB RAMP
- 11 PAINTED STOP BAR & STOP SIGN POST BASE
- 15 STANDARD DUTY BITUMINOUS PAVEMENT
- 16 HEAVY DUTY BITUMINOUS PAVEMENT
- 17 CONCRETE SIDEWALK
- 20 CONCRETE APRON
- 21 CONCRETE HEAVY DUTY PAVEMENT

Site Notes

- A 4" DOUBLE YELLOW LANE STRIPE (TYP.)
- B MATCH EXISTING PAVEMENT
- C CURB TRANSITION TO FLUSH
- D MONUMENT SIGN
- E LOADING DOCKS
- F REMOVE EXISTING GRAVEL
- G EXISTING RETAINING WALL
- H TRASH ENCLOSURE
- J TRASH COMPACTOR PAD - SEE STRUCTURAL PLANS

Sign Legend

REFERENCE	SIZE	MnDOT DESIGNATION
S.1 STOP SIGN	30" X 30"	R1-1
S.2 HANDICAP ACCESSIBLE	12" X 18"	R7-8M
S.3 NO RIGHT TURN	24" X 24"	R3-1



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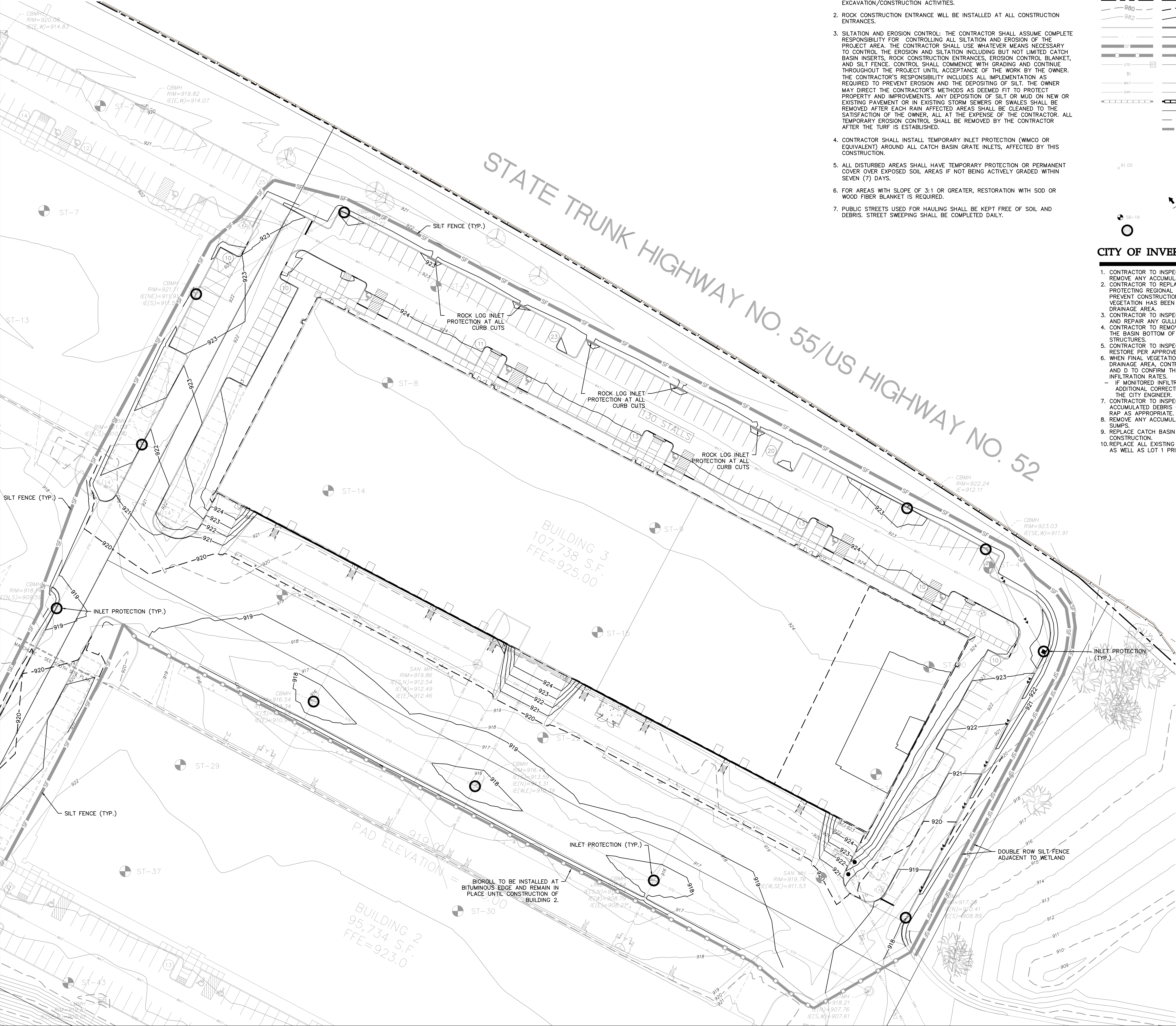


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Erosion Control Notes

1. SILT FENCE WILL BE INSTALLED AROUND SITE IN ALL FILL AREAS AND LOCATIONS WHERE STORM WATER RUNOFF MAY LEAVE THE SITE, PRIOR TO ANY EXCAVATION/CONSTRUCTION ACTIVITIES.
2. ROCK CONSTRUCTION ENTRANCE WILL BE INSTALLED AT ALL CONSTRUCTION ENTRANCES.
3. SILTATION AND EROSION CONTROL: THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR CONTROLLING ALL SILTATION AND EROSION OF THE PROJECT AREA. THE CONTRACTOR SHALL USE WHATEVER MEANS NECESSARY TO CONTROL THE EROSION AND SILTATION INCLUDING BUT NOT LIMITED CATCH BASIN INSERTS, ROCK CONSTRUCTION ENTRANCES, EROSION CONTROL BLANKET, AND SILT FENCE. CONTROL SHALL COMMENCE WITH GRADING AND CONTINUE THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER. THE CONTRACTOR'S RESPONSIBILITY INCLUDES ALL IMPLEMENTATION AS REQUIRED TO PREVENT EROSION AND THE DEPOSITING OF SILT. THE OWNER MAY DIRECT THE CONTRACTOR'S METHODS AS DEEMED FIT TO PROTECT PROPERTY AND IMPROVEMENTS. ANY DEPOSITION OF SILT OR MUD ON NEW OR EXISTING PAVEMENT OR IN EXISTING STORM SEWERS OR SWALES SHALL BE REMOVED AFTER EACH RAIN AFFECTED AREAS SHALL BE CLEANED TO THE SATISFACTION OF THE OWNER, ALL AT THE EXPENSE OF THE CONTRACTOR. ALL TEMPORARY EROSION CONTROL SHALL BE REMOVED BY THE CONTRACTOR AFTER THE TURF IS ESTABLISHED.
4. CONTRACTOR SHALL INSTALL TEMPORARY INLET PROTECTION (WMCO OR EQUIVALENT) AROUND ALL CATCH BASIN GRATE INLETS, AFFECTED BY THIS CONSTRUCTION.
5. ALL DISTURBED AREAS SHALL HAVE TEMPORARY PROTECTION OR PERMANENT COVER OVER EXPOSED SOIL AREAS IF NOT BEING ACTIVELY GRADED WITHIN SEVEN (7) DAYS.
6. FOR AREAS WITH SLOPE OF 3:1 OR GREATER, RESTORATION WITH SOD OR WOOD FIBER BLANKET IS REQUIRED.
7. PUBLIC STREETS USED FOR HAULING SHALL BE KEPT FREE OF SOIL AND DEBRIS. STREET SWEEPING SHALL BE COMPLETED DAILY.

Erosion Control Legend

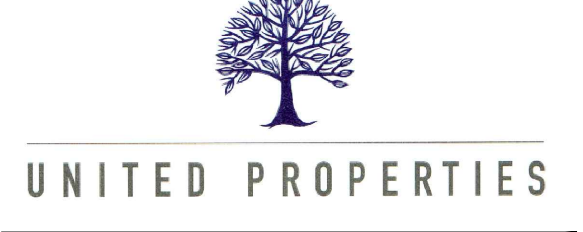
EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

CITY OF INVER GROVE HEIGHTS NOTES

1. CONTRACTOR TO INSPECT THE BOTTOM OF EXISTING DEPRESSION 2 (E2) AND REMOVE ANY ACCUMULATED CONSTRUCTION SEDIMENT.
2. CONTRACTOR TO REPLACE ANY NON-FUNCTIONAL PERIMETER CONTROL PROTECTING REGIONAL BASIN EP-102A. THE BASIN MUST BE PROTECTED TO PREVENT CONSTRUCTION SEDIMENT ENTERING THE BASIN UNTIL FINAL VEGETATION HAS BEEN ESTABLISHED WITHIN THE ENTIRE CONTRIBUTING DRAINAGE AREA.
3. CONTRACTOR TO INSPECT BASIN SIDE SLOPE VEGETATION AT PONDS C AND D, AND REPAIR ANY GULLIES OR AREAS OF EROSION.
4. CONTRACTOR TO REMOVE ANY ACCUMULATED CONSTRUCTION SEDIMENT FROM THE BASIN BOTTOM OF PONDS C AND D, AS WELL AS IN ALL INLET STRUCTURES.
5. CONTRACTOR TO INSPECT BASIN VEGETATION AND REMOVE ANY NOXIOUS WEED, RESTORE PER APPROVED LANDSCAPE PLAN AS NEEDED.
6. WHEN FINAL VEGETATION HAS BEEN ESTABLISHED IN THE CONTRIBUTION DRAINAGE AREA, CONTRACTOR SHALL TEST INFILTRATION RATES OF PONDS C AND D TO CONFIRM THE RATES ARE CONSISTENT WITH APPROVED DESIGN INFILTRATION RATES.
 - IF MONITORED INFILTRATION RATES DO NOT MEET APPROVED DESIGN CRITERIA, ADDITIONAL CORRECTIVE MEASURES WILL BE REQUIRED AS DETERMINED BY THE CITY ENGINEER.
7. CONTRACTOR TO INSPECT ALL FLARED END SECTIONS, REMOVE ANY ACCUMULATED DEBRIS OR SEDIMENT FROM STORM GRATE RIP RAP, REPAIR RIP RAP AS APPROPRIATE.
8. REMOVE ANY ACCUMULATED SEDIMENT FROM CATCH BASIN INLET AREAS AND SUMPS.
9. REPLACE CATCH BASIN INLET PROTECTION PRIOR TO THE START OF CONSTRUCTION.
10. REPLACE ALL EXISTING EROSION CONTROL MEASURES ON OUTLOTS A AND B, AS WELL AS LOT 1 PRIOR TO CONSTRUCTION.



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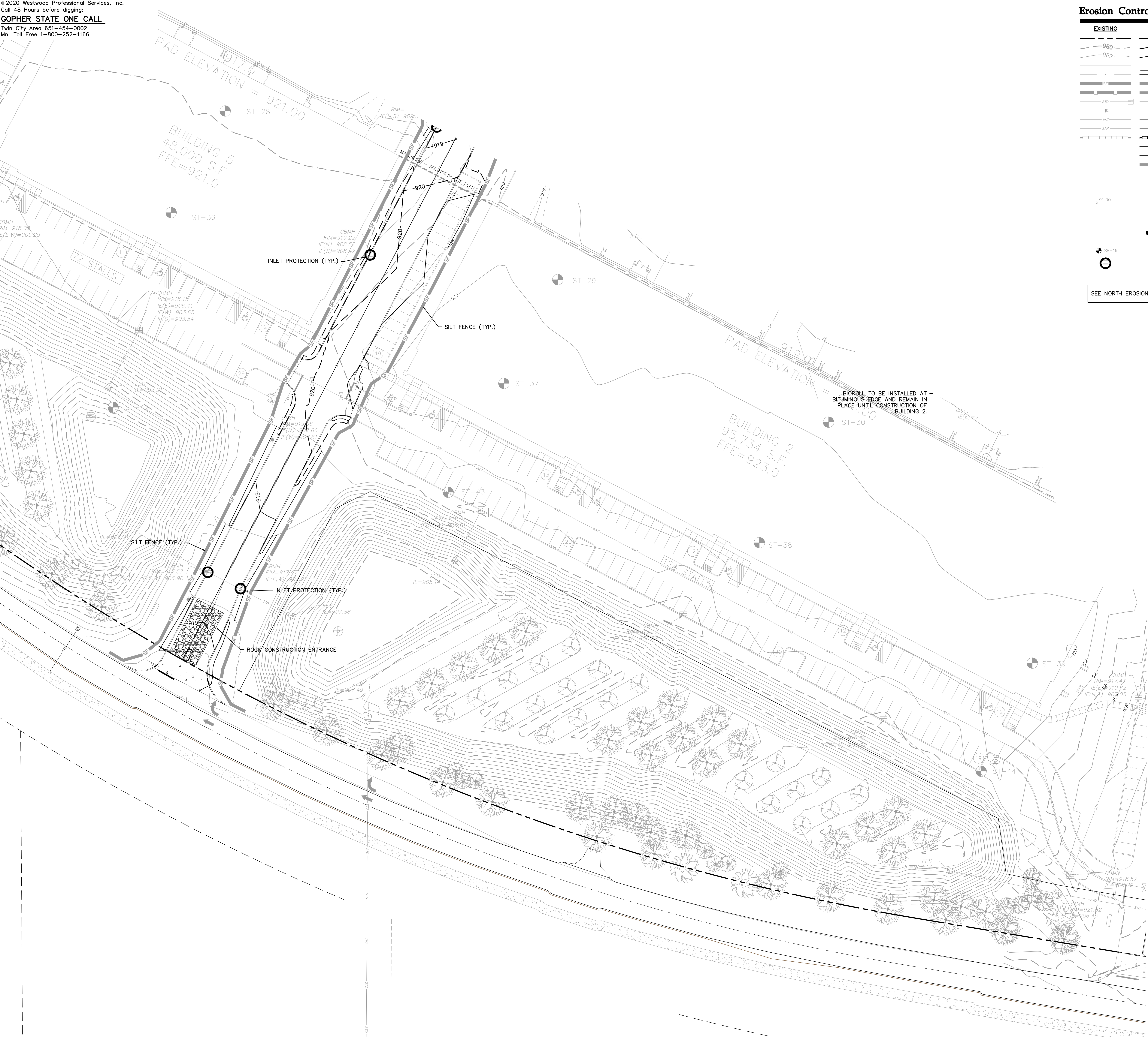
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Erosion Control Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
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		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		RIDGE LINE
		GRADING LIMITS
		ROCK CONSTRUCTION ENTRANCE
		EROSION CONTROL BLANKET
		TURF REINFORCEMENT MAT
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION
		INLET PROTECTION

SEE NORTH EROSION CONTROL PLAN FOR EROSION CONTROL NOTES



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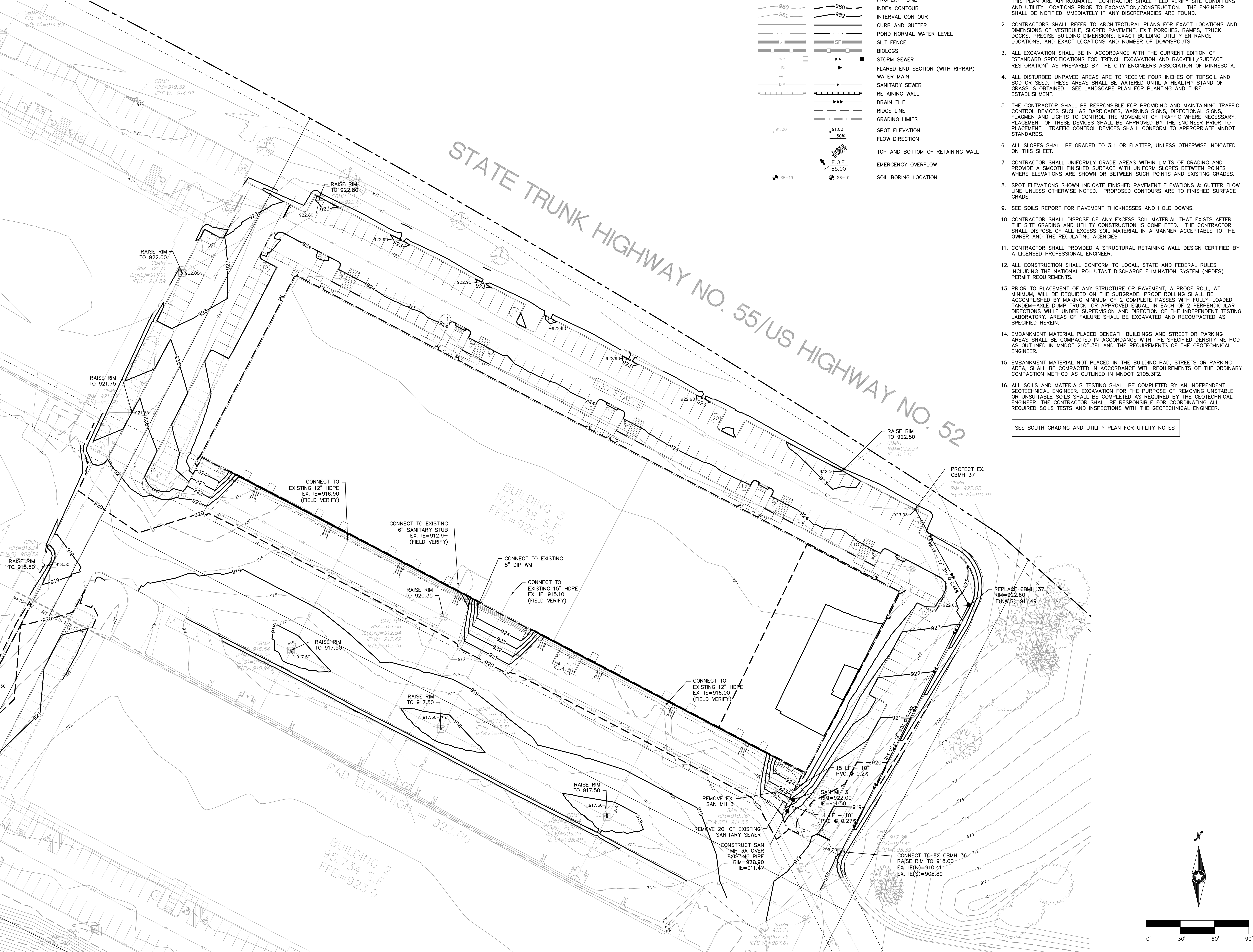


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Grading Legend

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		INDEX CONTOUR
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		FLOW DIRECTION
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		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

Grading Notes

1. LOCATIONS AND ELEVATIONS OF EXISTING TOPOGRAPHY AND UTILITIES AS SHOWN ON THIS PLAN ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY SITE CONDITIONS AND UTILITY LOCATIONS PRIOR TO EXCAVATION/CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. CONTRACTORS SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULE, SLOPED PAVEMENT, EXIT PORCHES, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY ENTRANCE LOCATIONS, AND EXACT LOCATIONS AND NUMBER OF DOWNSPOUTS.
3. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
4. ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL AND SOD OR SEED. THESE AREAS SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. SEE LANDSCAPE PLAN FOR PLANTING AND TURF ESTABLISHMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MNDOT STANDARDS.
6. ALL SLOPES SHALL BE GRADED TO 3:1 OR FLATTER, UNLESS OTHERWISE INDICATED ON THIS SHEET.
7. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
8. SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
9. SEE SOILS REPORT FOR PAVEMENT THICKNESSES AND HOLD DOWNS.
10. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL THAT EXISTS AFTER THE SITE GRADING AND UTILITY CONSTRUCTION IS COMPLETED. THE CONTRACTOR SHALL DISPOSE OF ALL EXCESS SOIL MATERIAL IN A MANNER ACCEPTABLE TO THE OWNER AND THE REGULATING AGENCIES.
11. CONTRACTOR SHALL PROVIDED A STRUCTURAL RETAINING WALL DESIGN CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.
12. ALL CONSTRUCTION SHALL CONFORM TO LOCAL, STATE AND FEDERAL RULES INCLUDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS.
13. PRIOR TO PLACEMENT OF ANY STRUCTURE OR PAVEMENT, A PROOF ROLL, AT MINIMUM, WILL BE REQUIRED ON THE SUBGRADE. PROOF ROLLING SHALL BE ACCOMPLISHED BY MAKING MINIMUM OF 2 COMPLETE PASSES WITH FULLY-LOADED TANDEM-AXLE DUMP TRUCK, OR APPROVED EQUAL, IN EACH OF 2 PERPENDICULAR DIRECTIONS WHILE UNDER SUPERVISION AND DIRECTION OF THE INDEPENDENT TESTING LABORATORY. AREAS OF FAILURE SHALL BE EXCAVATED AND RECOMPACTED AS SPECIFIED HEREIN.
14. EMBANKMENT MATERIAL PLACED BENEATH BUILDINGS AND STREET OR PARKING AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE SPECIFIED DENSITY METHOD AS OUTLINED IN MNDOT 2105.3F1 AND THE REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.
15. EMBANKMENT MATERIAL NOT PLACED IN THE BUILDING PAD, STREETS OR PARKING AREA, SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE ORDINARY COMPACTION METHOD AS OUTLINED IN MNDOT 2105.3F2.
16. ALL SOILS AND MATERIALS TESTING SHALL BE COMPLETED BY AN INDEPENDENT GEOTECHNICAL ENGINEER. EXCAVATION FOR THE PURPOSE OF REMOVING UNSTABLE OR UNSUITABLE SOILS SHALL BE COMPLETED AS REQUIRED BY THE GEOTECHNICAL ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOILS TESTS AND INSPECTIONS WITH THE GEOTECHNICAL ENGINEER.

SEE SOUTH GRADING AND UTILITY PLAN FOR UTILITY NOTES



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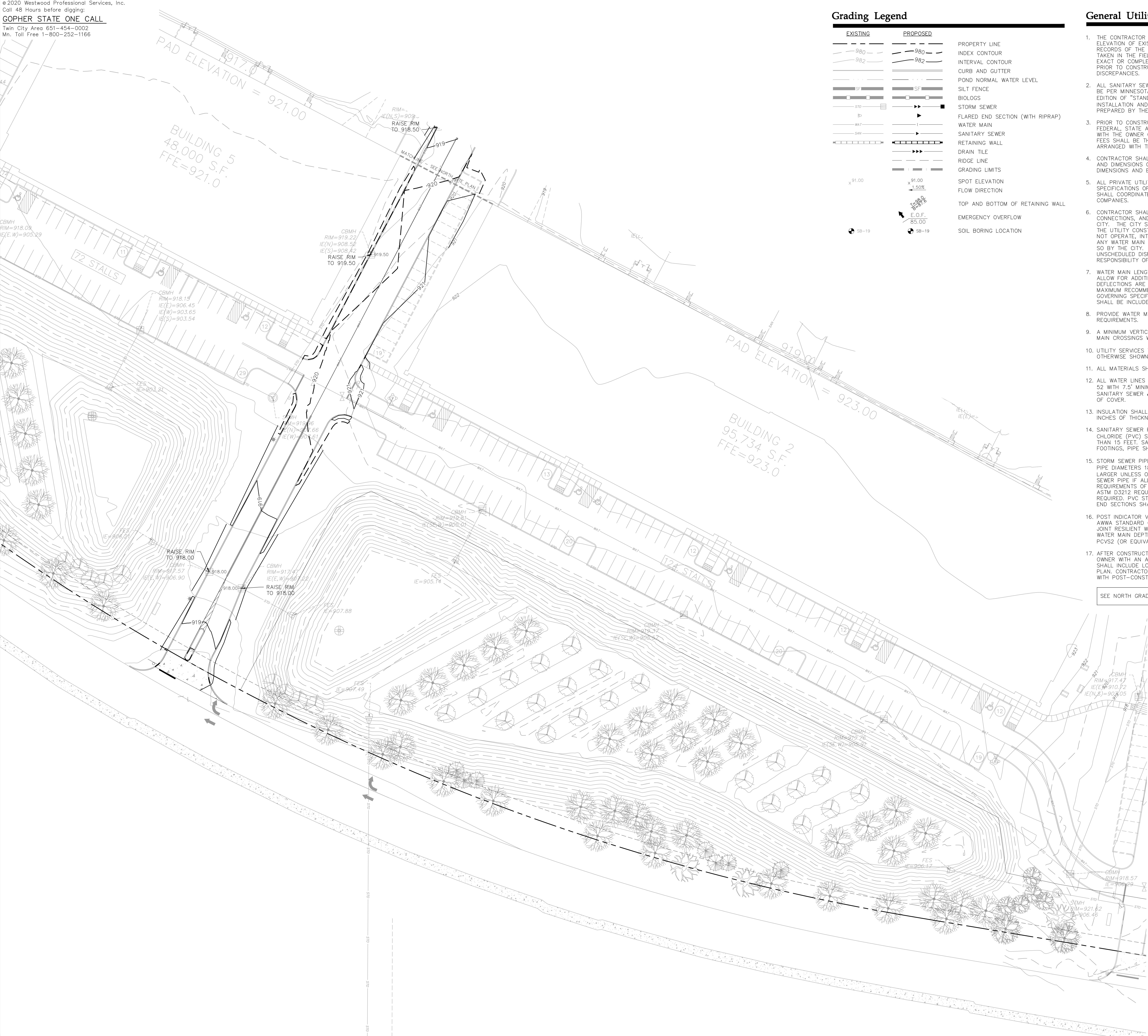


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David T. Bado
Date: 12/07/20 License No. .
Designed: .
Checked: .
Drawn: .
Record Drawing by/date: .



Grading Legend

EXISTING	PROPOSED	
		PROPERTY LINE
		INDEX CONTOUR
		INTERVAL CONTOUR
		CURB AND GUTTER
		POND NORMAL WATER LEVEL
		SILT FENCE
		BIOLOGS
		STORM SEWER
		FLARED END SECTION (WITH RIPRAP)
		WATER MAIN
		SANITARY SEWER
		RETAINING WALL
		DRAIN TILE
		GRADING LIMITS
		SPOT ELEVATION
		FLOW DIRECTION
		TOP AND BOTTOM OF RETAINING WALL
		EMERGENCY OVERFLOW
		SOIL BORING LOCATION

General Utility Notes

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND LIMITED MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION SHALL NOT BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER OR ENGINEER OF DISCREPANCIES.
2. ALL SANITARY SEWER, STORM SEWER AND WATER MAIN INSTALLATIONS SHALL BE PER MINNESOTA PLUMBING CODE AND IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN THE NECESSARY FEDERAL, STATE AND LOCAL PERMITS FOR THE PROPOSED WORK OR VERIFY WITH THE OWNER OR ENGINEER THAT PERMITS HAVE BEEN OBTAINED. PERMIT FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE ARRANGED WITH THE OWNER.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF DOORWAYS, RAMPS, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY CONNECTION LOCATIONS.
5. ALL PRIVATE UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL COORDINATE THE SERVICE LINE CONSTRUCTION WITH THE UTILITY COMPANIES.
6. CONTRACTOR SHALL OBTAIN ALL NECESSARY CITY PERMITS FOR UTILITY CONNECTIONS, AND UTILITIES SHALL BE INSPECTED AND APPROVED BY THE CITY. THE CITY SHALL BE NOTIFIED 48-HOURS PRIOR TO COMMENCING WITH THE UTILITY CONSTRUCTION OR ANY REQUIRED TESTING. CONTRACTOR SHALL NOT OPERATE, INTERFERE WITH, CONNECT ANY PIPE OR HOSE TO, OR TAP ANY WATER MAIN BELONGING TO THE CITY UNLESS DULY AUTHORIZED TO DO SO BY THE CITY. ANY ADVERSE CONSEQUENCES OF SCHEDULED OR UNSCHEDULED DISRUPTIONS OF SERVICE TO THE PUBLIC ARE TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. WATER MAIN LENGTHS AS SHOWN ARE APPROXIMATE HORIZONTAL LENGTHS. ALLOW FOR ADDITIONAL PIPE WHEN INSTALLING ON SLOPES OR WHEN DEFLECTIONS ARE REQUIRED. THE JOINT DEFLECTIONS SHALL NOT EXCEED THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER OR BY LOCAL GOVERNING SPECIFICATIONS. FITTINGS REQUIRED TO CONSTRUCT WATER MAIN SHALL BE INCLUDED IN WATER MAIN CONSTRUCTION.
8. PROVIDE WATER MAIN THRUST RESTRAINTS PER CITY STANDARD REQUIREMENTS.
9. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER MAIN CROSSINGS WITH SANITARY SEWER OR STORM SEWER.
10. UTILITY SERVICES TYPICALLY TERMINATE 5' OUTSIDE BUILDING WALL UNLESS OTHERWISE SHOWN OR NOTED.
11. ALL MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY.
12. ALL WATER LINES SHALL BE DUCTILE IRON WRAPPED IN POLYETHYLENE, CLASS 52 WITH 7.5' MINIMUM COVER. PROVIDE MINIMUM SEPARATION OF 18" FROM SANITARY SEWER & STORM SEWER. INSULATE WATER MAIN IF LESS THAN 7.5' OF COVER.
13. INSULATION SHALL BE DOW STYROFOAM HI BRAND 35 OR EQUIVALENT, WITH 4 INCHES OF THICKNESS.
14. SANITARY SEWER PIPE OUTSIDE THE BUILDING ENVELOPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 OR 26. SDR 26 IS REQUIRED FOR DEPTHS GREATER THAN 15 FEET. SANITARY SEWER PIPE WITHIN 5 FEET OF BUILDING AND UNDER FOOTINGS, PIPE SHALL BE PVC SCHEDULE 40.
15. STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE (CLASS 5 FOR PIPE DIAMETERS 18" AND SMALLER, CLASS 3 FOR PIPE DIAMETERS 21" AND LARGER UNLESS OTHERWISE NOTED) WITH R-4 GASKETS, OR HDPE STORM SEWER PIPE IF ALLOWED BY THE CITY. HDPE STORM PIPE SHALL MEET REQUIREMENTS OF ASTM F2648. PIPE SHALL BE WATER TIGHT ACCORDING TO ASTM D3212 REQUIREMENTS. SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED. PVC STORM SEWER PIPE SHALL BE SCHEDULE 40 PIPE. FLARED END SECTIONS SHALL BE RCP WITH TRASH GUARDS & RIP-RAP.
16. POST INDICATOR VALVES SHALL BE CLOW F-5750 (OR EQUIVALENT) MEETING AWWA STANDARD C509 AND CITY STANDARDS. VALVE TO BE MECHANICAL JOINT RESILIENT WEDGE GATE VALVE. POST TO BE ADJUSTABLE FOR 8 FEET WATER MAIN DEPTH. THE ELECTRICAL ALARM SWITCH SHALL BE PART NO. PCV52 (OR EQUIVALENT).
17. AFTER CONSTRUCTION IS COMPLETED, THE CONTRACTOR SHALL PROVIDE THE OWNER WITH AN AS-BUILT RECORD OF UTILITY CONSTRUCTION. THE AS-BUILT SHALL INCLUDE LOCATION AND LENGTH DEVIATIONS OR CHANGES TO THE PLAN. CONTRACTOR TO VERIFY WITH OWNER OR ENGINEER WHETHER A PLAN WITH POST-CONSTRUCTION ELEVATIONS IS REQUIRED.

SEE NORTH GRADING AND UTILITY PLAN FOR GRADING NOTES



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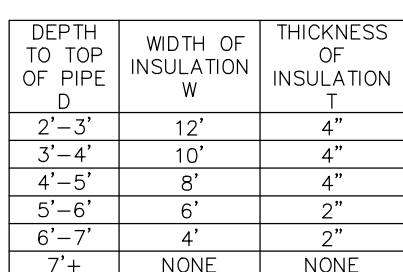
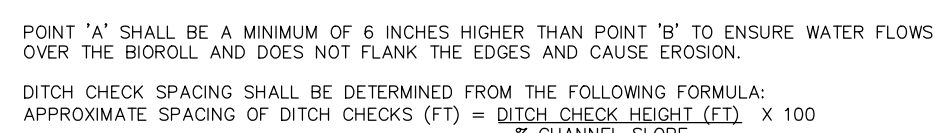
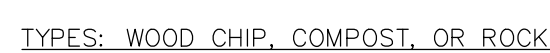
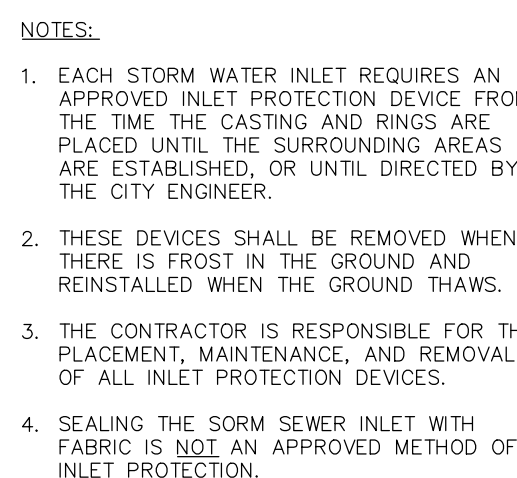
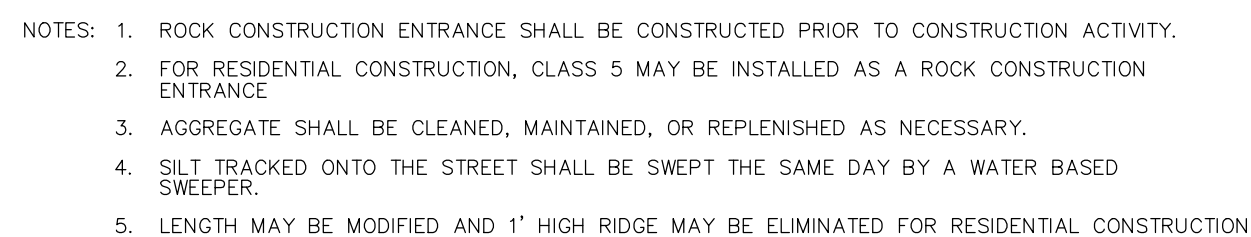
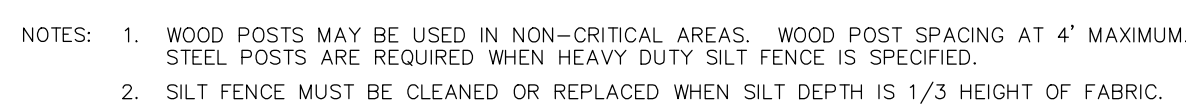
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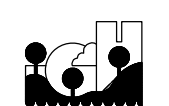
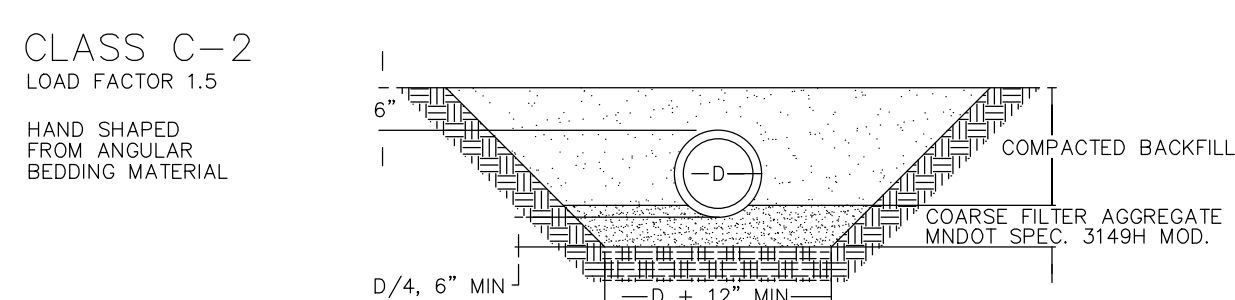
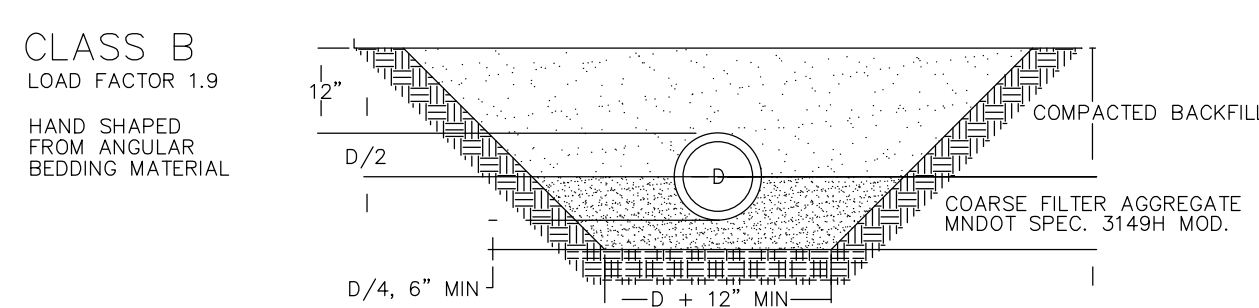
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David T. Bade
Date: 12/07/20 License No. .

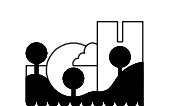
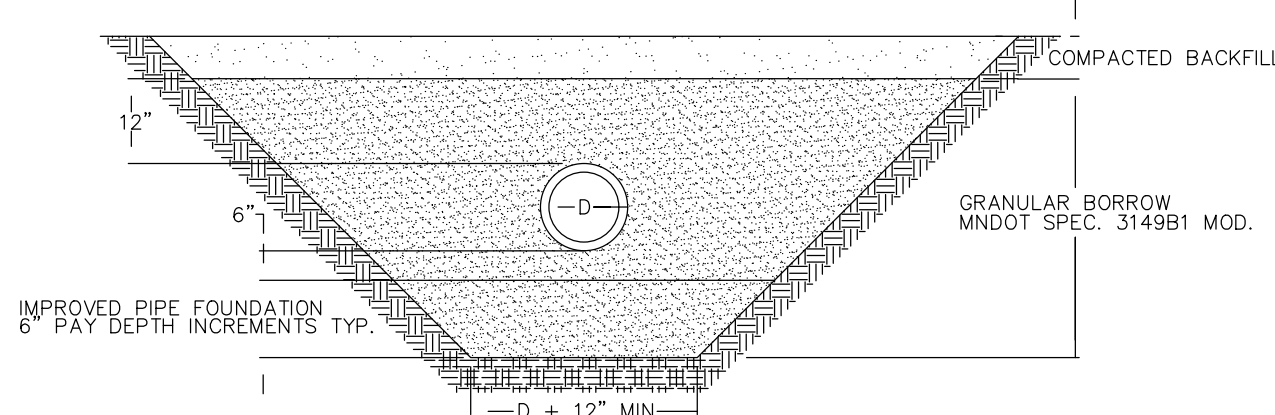
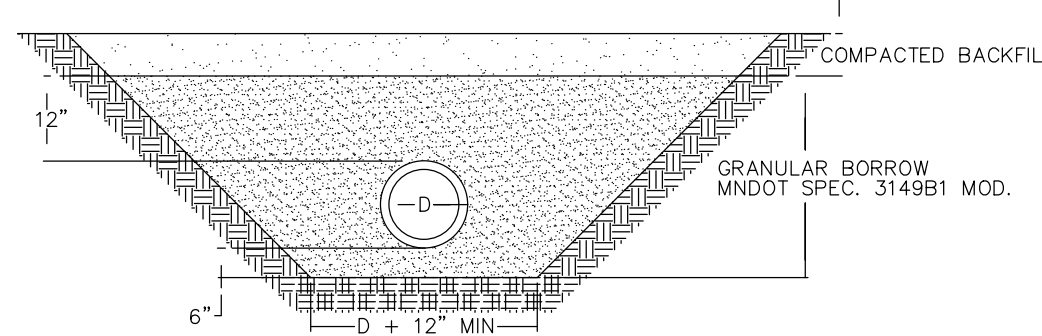
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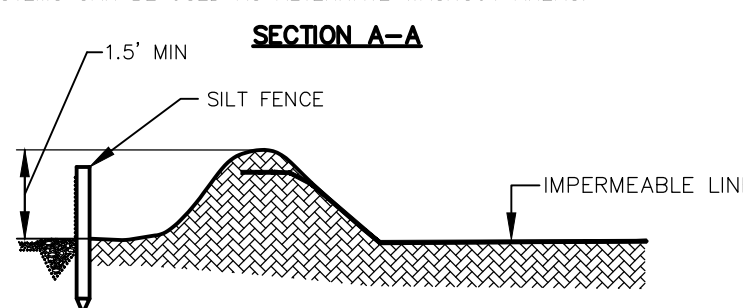
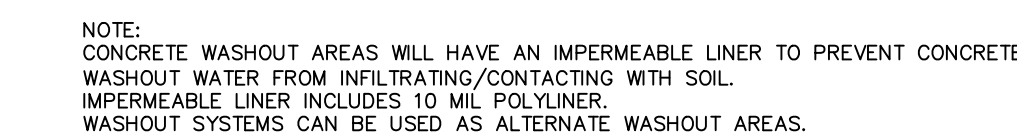
INSULATION DETAIL		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	M



BEDDING METHODS RCP AND DIP		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. MISC-0



BEDDING METHODS PVC			
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. MISC-04	

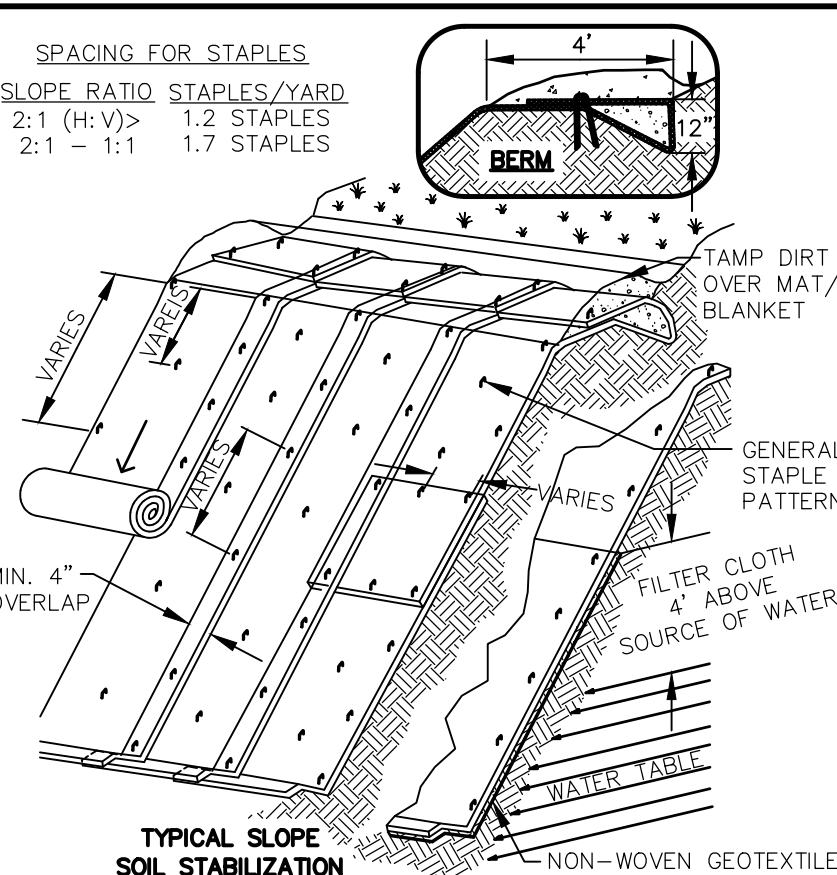


Westwood	CONCRETE WASHOUT AREA
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LAST REVISED
06/25/16
GD08

<u>CATEGORY</u> <u>OF</u> <u>BLANKET</u>	<u>STAPLE</u> <u>LENGTH</u>
00	5"
0	5"
1	4"
2	4"
3	6"
4	6"
5	5"
6	5"
7	5"

SPACING FOR STAPLES	
SLOPE RATIO	STAPLES/YARD
2:1 (H:V)>	1.2 STAPLES
2:1 - 1:1	1.7 STAPLES



NOTE:	ISOMETRIC VIEW	PITCHER GRADE UNDER TYPICAL TREATMENT
1. MATS/BLANKETS SHOULD BE INSTALLED VERTICALLY DOWNSLOPE.		WET SLOPE LINING
2. SLOPE SURFACE SHALL BE FREE OF ROCKS, CLODS, STICK AND GRASS.		
3. MATS/BLANKETS SHALL HAVE GOOD SOIL CONTACT.		
4. LAY BLANKETS LOOSELY AND STAKE OR STAPLE TO MAINTAIN DIRECT CONTACT WITH THE SOIL.		
5. DO NOT STRETCH.		

Westwood	TEMPORARY EROSION BLANKETS TURF REINFORCEMENT MATS FOR SLOPES
-----------------	--

LAST REVISED:
03/03/08

GD21



INVER GROVE HEIGHTS, MINN.

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DAVID T. BADE

Date: 12/07/20 License No:

Designed:

Checked:

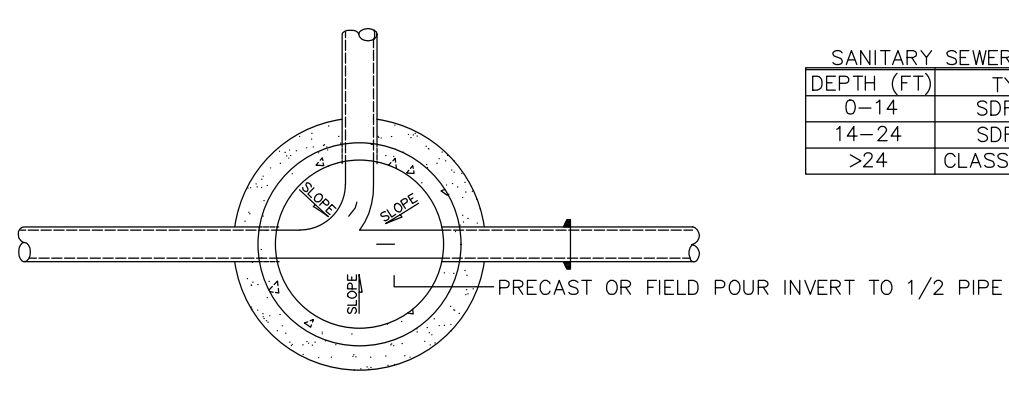
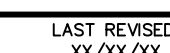
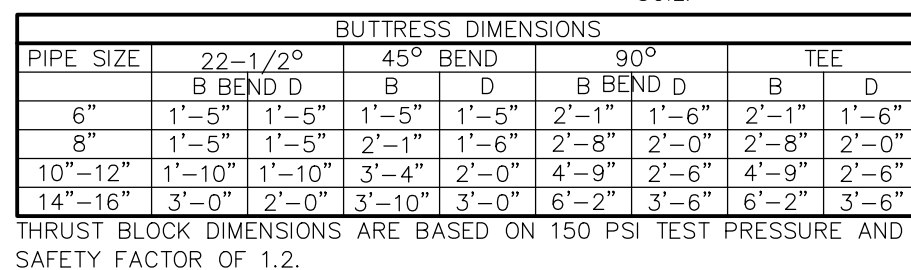
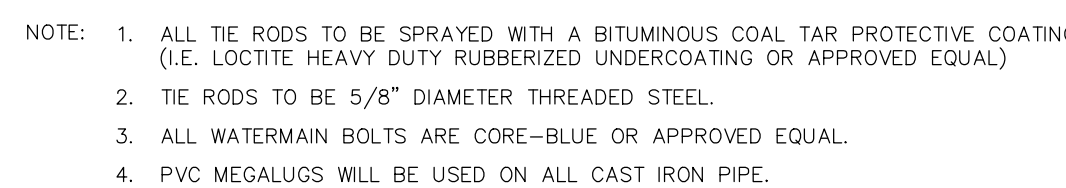
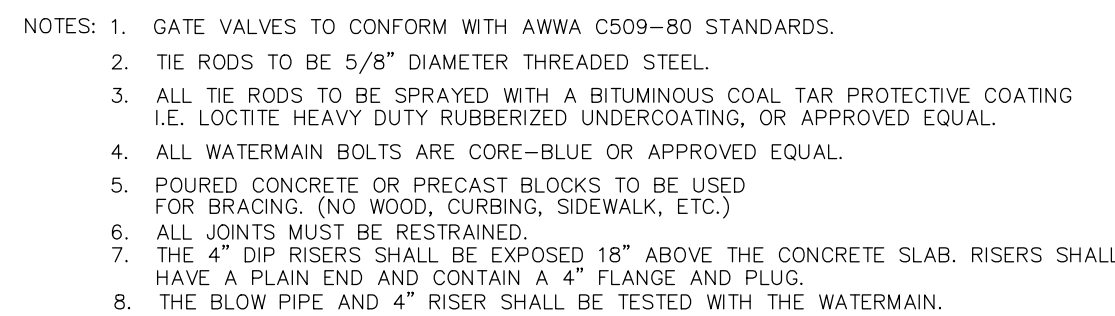
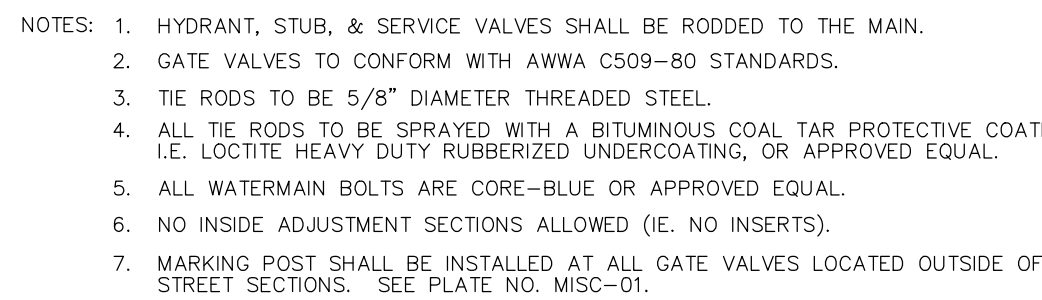
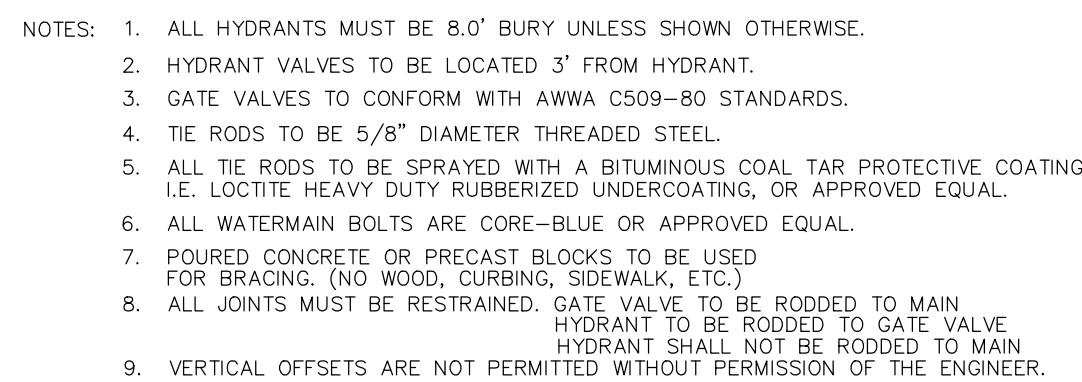
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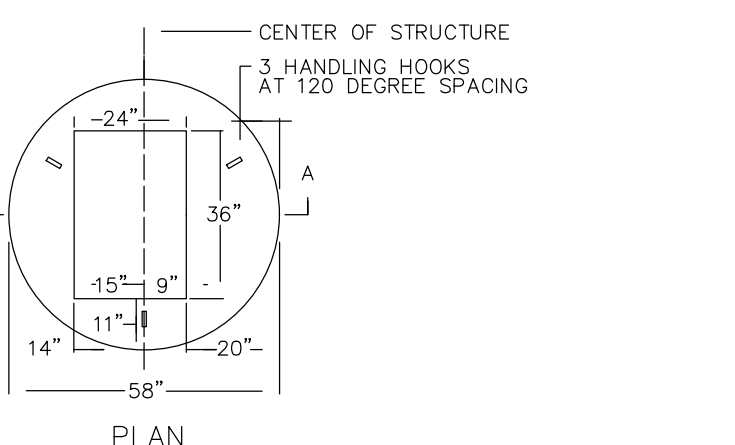
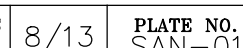
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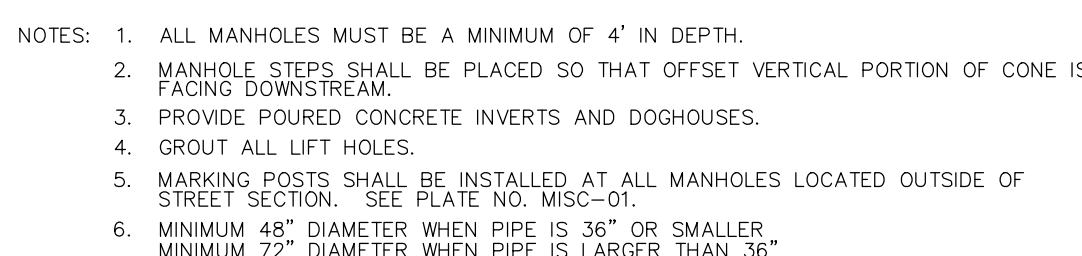
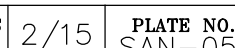
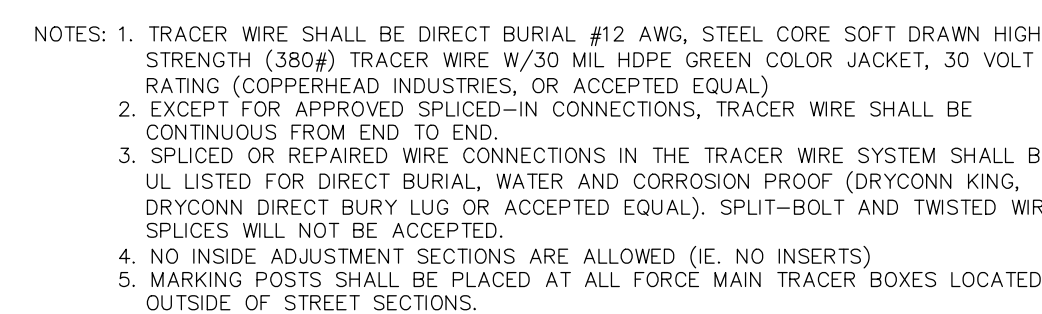
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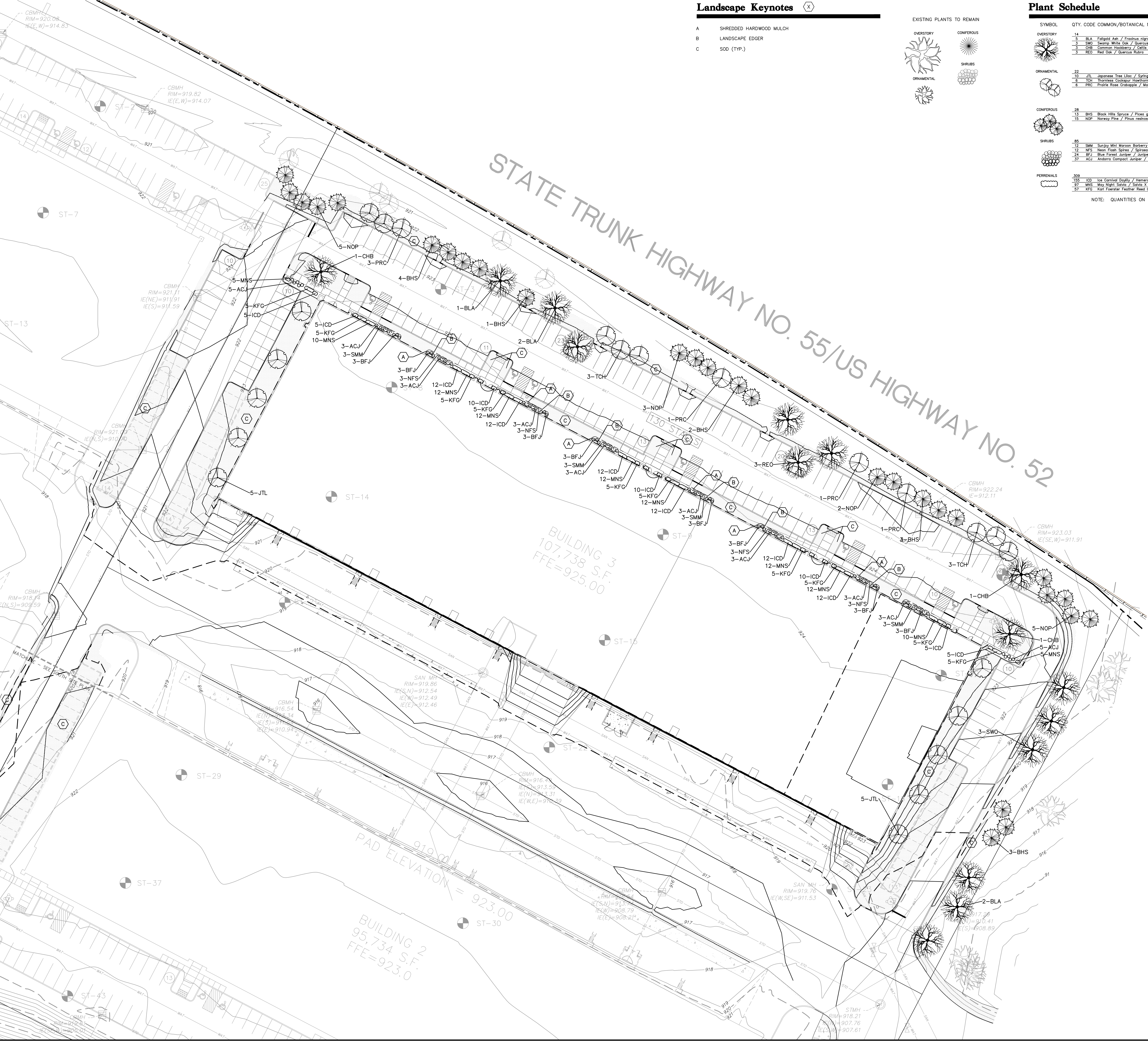


- NOTES: 1. A MINIMUM FALL OF 10' ON MANHOLES THROUGH STRUCTURES AND A MINIMUM FALL OF 20' ON MANHOLES WITH 90° BENDS IS REQUIRED.
2. MANHOLES SHALL BE INSTALLED AT DISTANCES NO GREATER THAN 400' APART.
3. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
4. GROUT ALL DOUGHOUTS AND LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. SERVICES SHALL NOT ENTER MANHOLES.
7. OUTSIDE DROPS ARE REQUIRED WHEN THE LOWEST AND HIGHEST INVERT ELEVATION DIFFERENCE IS 2' OR MORE. FOR EACH 2' OF DIFFERENCE, 2" SLOPED BENCHES ARE REQUIRED.
8. AN EXTERNAL MANHOLE CHIMNEY SEAL SHALL BE INSTALLED AROUND THE RINGS AND JOINTS.



- NOTES: 1. ALL CATCH BASIN/MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
3. GROUT ALL LIFT HOLES.
4. DRAINTILE SHALL BE INSTALLED AT ALL CATCH BASINS. SEE PLATE NO. STM-09.
5. STEPS SHALL BE PLACE IN EITHER FRONT CORNER DEPENDING ON PIPE CONFIGURATION

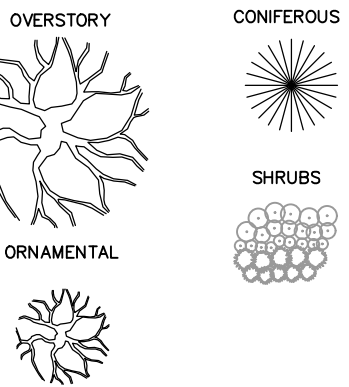




Landscape Keynotes

- A SHREDDED HARDWOOD MULCH
B LANDSCAPE EDGER
C SOD (TYP.)

EXISTING PLANTS TO REMAIN



Plant Schedule

SYMBOL	QTY.	CODE	COMMON / BOTANICAL NAME OF POTENTIAL SPECIES	SIZE	SPACING	O.C.
OVERSTORY	14	BLA	Fallopia Atr. / Fallopia atr. 'Village'	2.5' BB	AS SHOWN	
	3	SWO	Swamp White Oak / Quercus bicolor	2.5' BB	AS SHOWN	
	3	CHB	Common Highberry / Callicarpa occidentalis	2.5' BB	AS SHOWN	
	3	RED	Red Oak / Quercus rubra	2.5' BB	AS SHOWN	
ORNAMENTAL	22	JTL	Japanese Tree Lilac / Syringa reticulata	1.5' BB	AS SHOWN	
	6	TCH	Thomas's Cornus Hydrum / Cornus ovata 'Variegata'	1.5' BB	AS SHOWN	
	6	PRC	Prarie Rose Crabapple / Malus prairie Rose	1.5' BB	AS SHOWN	
CONIFEROUS	28	BHS	Black Hills Spruce / Picea glauca densata	6' HT. BB	AS SHOWN	
	13	NOP	Norway Pine / Pinus resinosa	6' HT. BB	AS SHOWN	
SHRUBS	85	SMW	Sunjoy Mini Maroon Barberry / Berberis thunbergii 'NIGRA'	24" HT. POT	3'-0" O.C.	
	12	MNS	Neon Flash Spruce / Spruce japonica 'Neon Flash'	24" HT. POT	3'-0" O.C.	
	12	BFJ	Blue Forest Juniper / Juniperus horizontalis 'Blue Forest'	24" HT. POT	3'-0" O.C.	
	37	ACJ	Andorra Compact Juniper / Juniperus horizontalis 'Plumosa'	24" HT. POT	3'-0" O.C.	
PERENNIALS	309	ICD	Ice Carnival Daylily / Hemerocallis 'Ice Carnival'	18" O.C.	#1 CONT.	
	105	WHS	May Night Salvia / Salvia x nemorosa 'May Night'	18" O.C.	#1 CONT.	
	57	KFS	Karl Foerster Feather Reed Grass / Calamagrostis x Aquilifera 'Karl Foerster'	24" O.C.	#1 CONT.	

NOTE: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.



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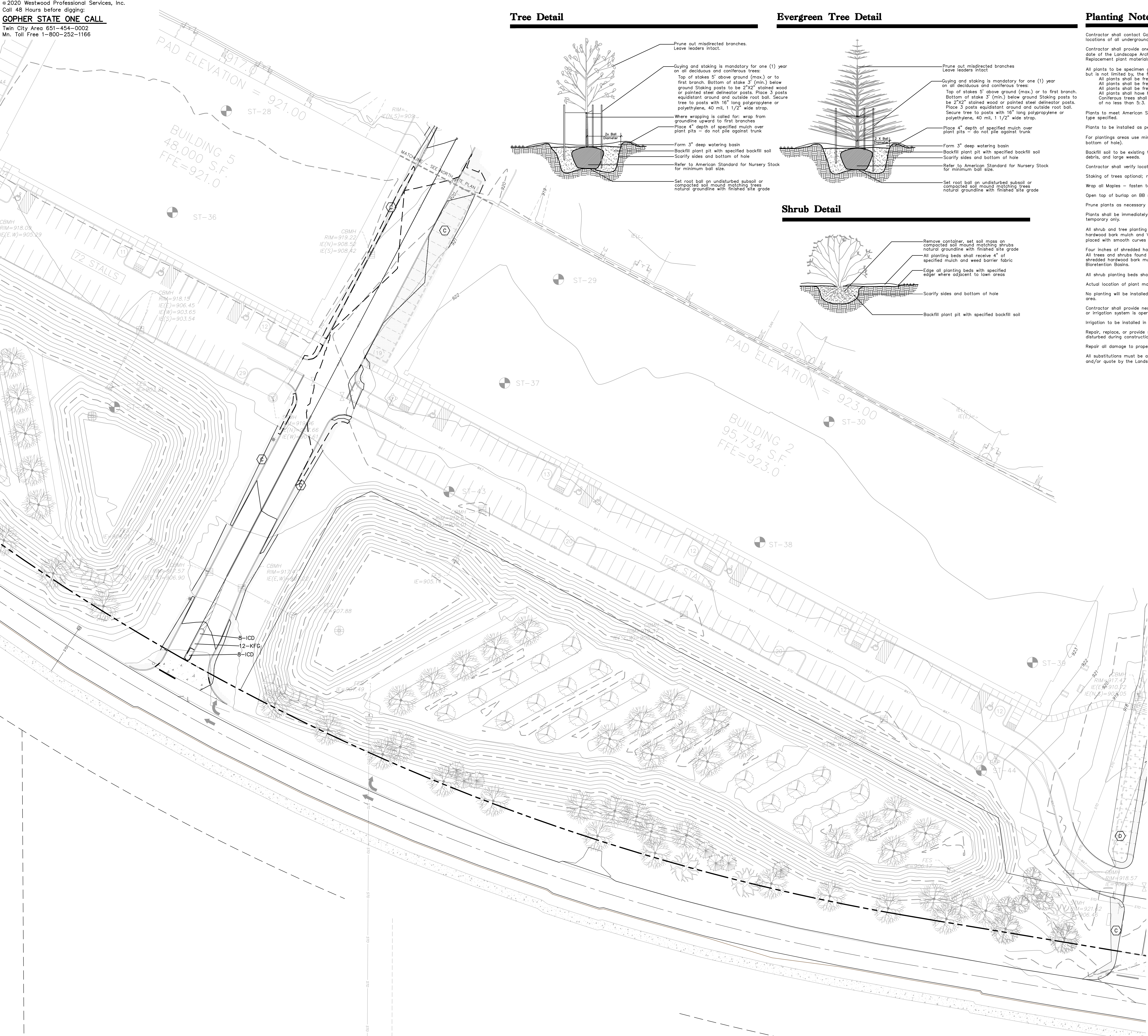
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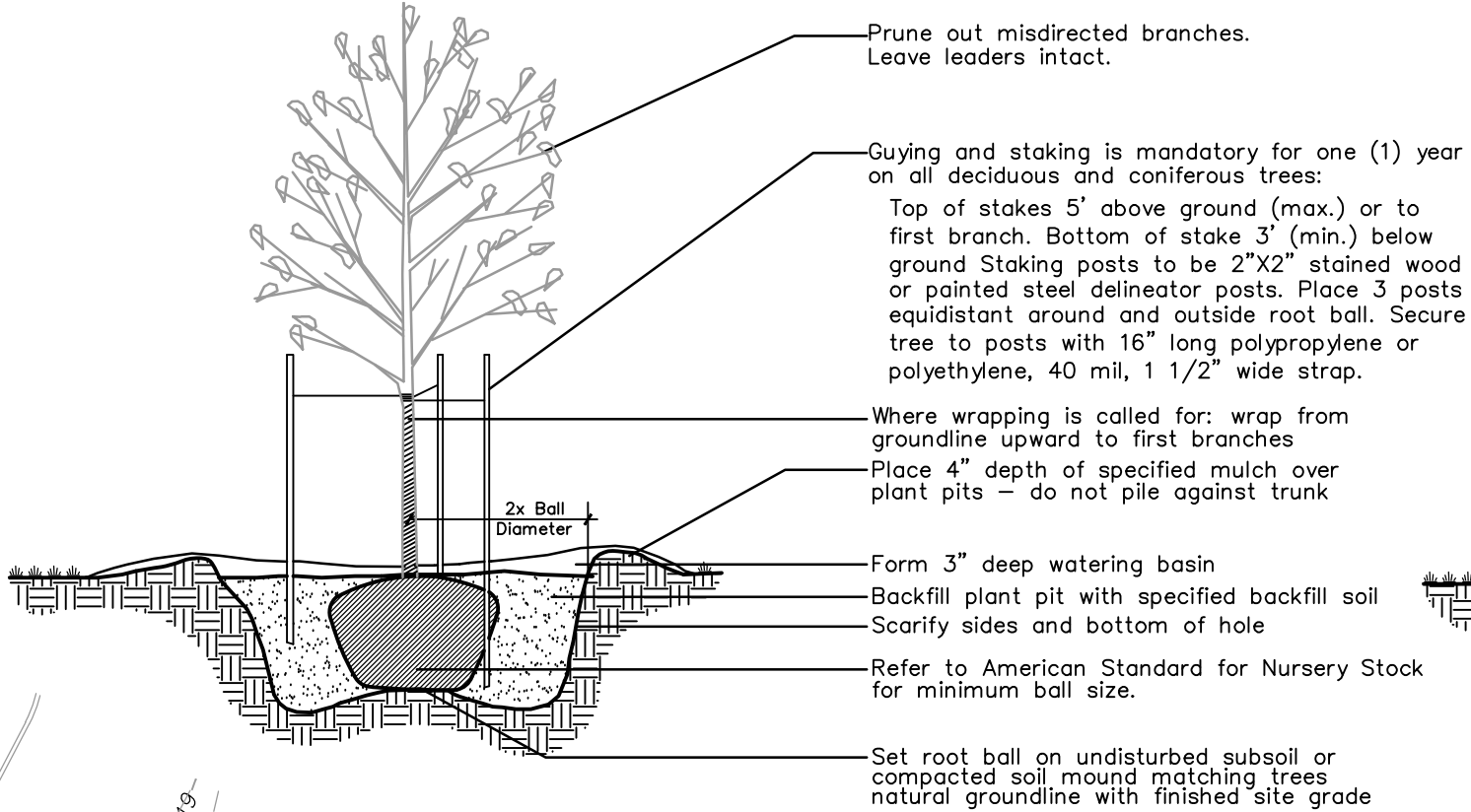
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Jeff R. Westendorf
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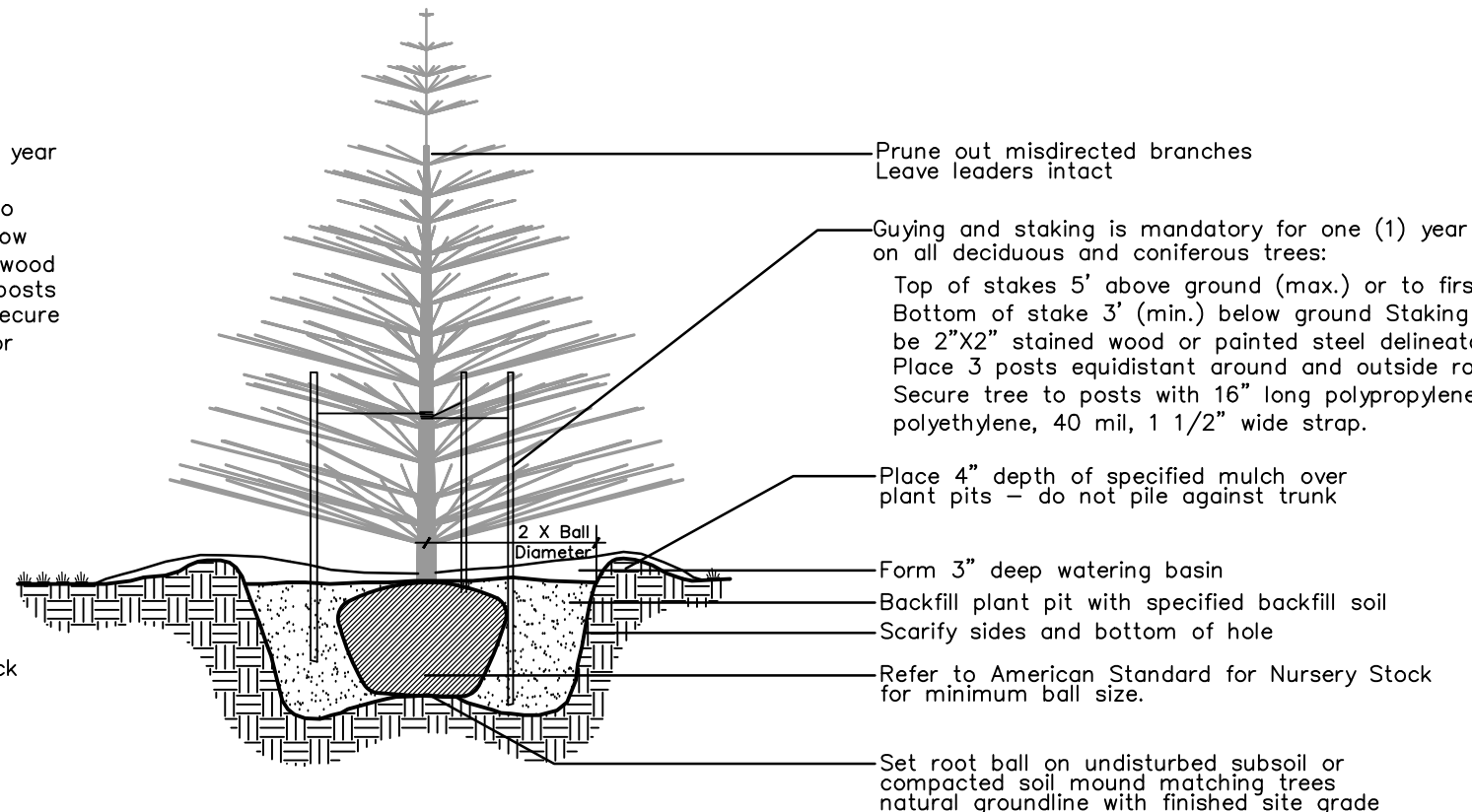
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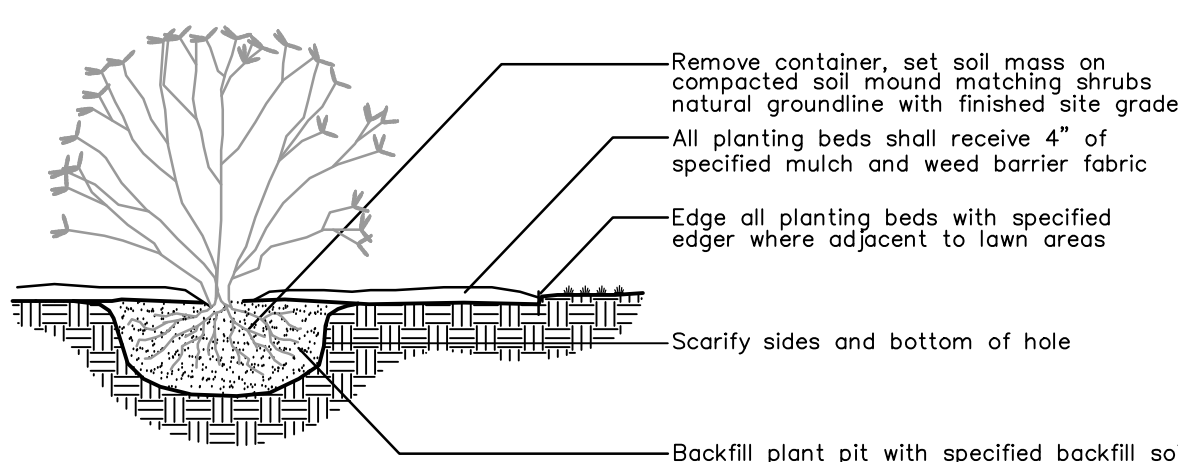
Tree Detail



Evergreen Tree Detail



Shrub Detail



Planting Notes

Contractor shall contact Gopher State "One Call" (651-454-0002 or 800-252-1166) to verify locations of all underground utilities.

Contractor shall provide one year guarantee of all plant materials. The guarantee begins on the date of the Landscape Architect's or Owner's written acceptance of the initial planting. Replacement plant materials shall also have a one year guarantee commencing upon planting.

All plants to be specimen grade, Minnesota-grown and/or hardy. Specimen grade shall adhere to, but is not limited by, the following standards:
All plants shall be free from disease, pests, wounds, scars, etc.
All plants shall be free from noticeable gaps, holes, or deformities.
All plants shall be free from broken or dead branches.
All plants shall have heavy, healthy branching and leafing.
Coniferous trees shall have an established main leader and a height to width ratio of no less than 5:3.

Plants to meet American Standard for Nursery Stock (ANSI Z60.1-2004) requirements for size and type specified.

Plants to be installed as per standard ANSI planting practices.

For plantings areas use minimum 12" planting soil mix on trees and 6" on shrubs (sides and bottom of hole).

Backfill soil to be existing top soil from site free of roots, rocks larger than one inch, subsoil debris, and large weeds.

Contractor shall verify locations with all utilities prior to installation of plants.

Staking of trees optional; reposition, plumb and stake if not plumb after one year.

Wrap all Maples — fasten top and bottom. Remove by April 1.

Open top of burlap on BB materials; remove pot on potted plants; split and break apart pest pots.

Prune plants as necessary — per standard nursery practice and to correct poor branching.

Plants shall be immediately planted upon arrival at site. Properly heel-in materials if necessary; temporary only.

All shrub and tree planting beds, found outside of Bioretention Basins, shall have 4" of shredded hardwood bark mulch and Valley-View Black Diamond (or equal) poly edging. The edging shall be placed with smooth curves and at least 3' from the centers of evergreen trees.

Four inches of shredded hardwood bark mulch shall be used around all trees within seeded areas. All trees and shrubs found within the Bioretention Basins shall be mulched around with 4" of shredded hardwood bark mulch. No edger shall be placed around trees and shrubs found within Bioretention Basins.

All shrub planting beds shall have 4" of shredded hardwood bark mulch.

Actual location of plant material is subject to field and site conditions.

No planting will be installed until all grading and construction has been completed in the immediate area.

Contractor shall provide necessary watering of plant materials until the plants are fully established or irrigation system is operational. Owner will not provide water for Contractor for this phase.

Irrigation to be installed in future phases of construction.

Repair, replace, or provide sod as required for any roadway boulevard areas adjacent to the site disturbed during construction.

Repair all damage to property from planting operations at no cost to owner.

All substitutions must be approved by the Landscape Architect prior to submission of any bid and/or quote by the Landscape Contractor.



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CENTER**
INVER GROVE HEIGHTS, MINN.

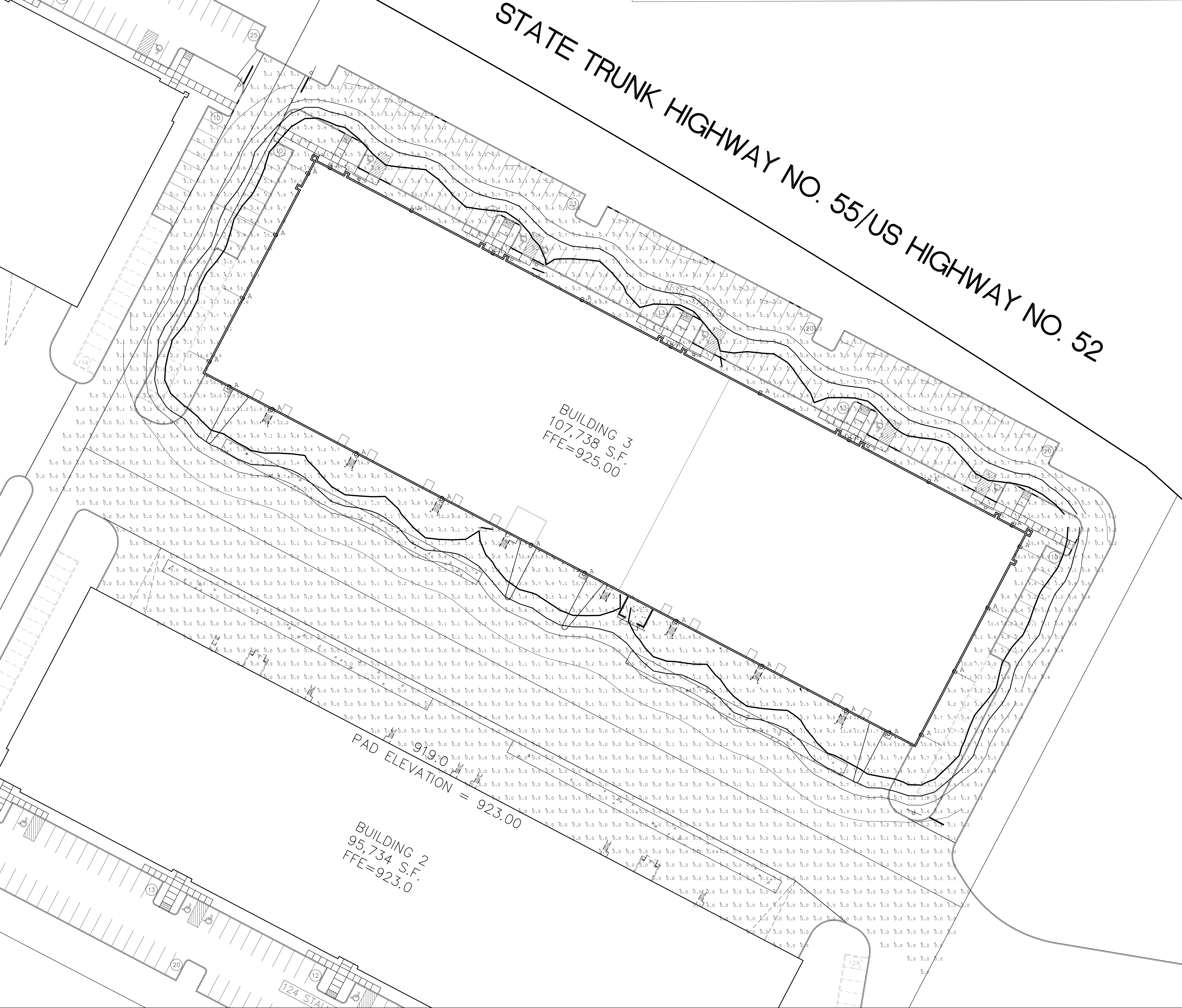
Revisions	
01:	
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ARCHITECT under the laws of the State of Minnesota.

Jeff R. Westendorf
Date: 12/07/20 License No. _____
Designed: _____
Checked: _____
Drawn: _____
Record Drawing by/date: _____

Luminaire Schedule							Tag	BF	Lum. Watts
Symbol	Qty	Label	Arrangement	LLF	Description				
☐	27	e-wfc18a-f40z	SINGLE	0.900	E-WFC18A-F40Z	A		1.000	156.48
—☐	2	DSX1 LED 60C 1000 40K T2M MV0	SINGLE	0.900	DSX1 LED 60C 1000 40K T2M MVOLT MA	B		1.000	209.28

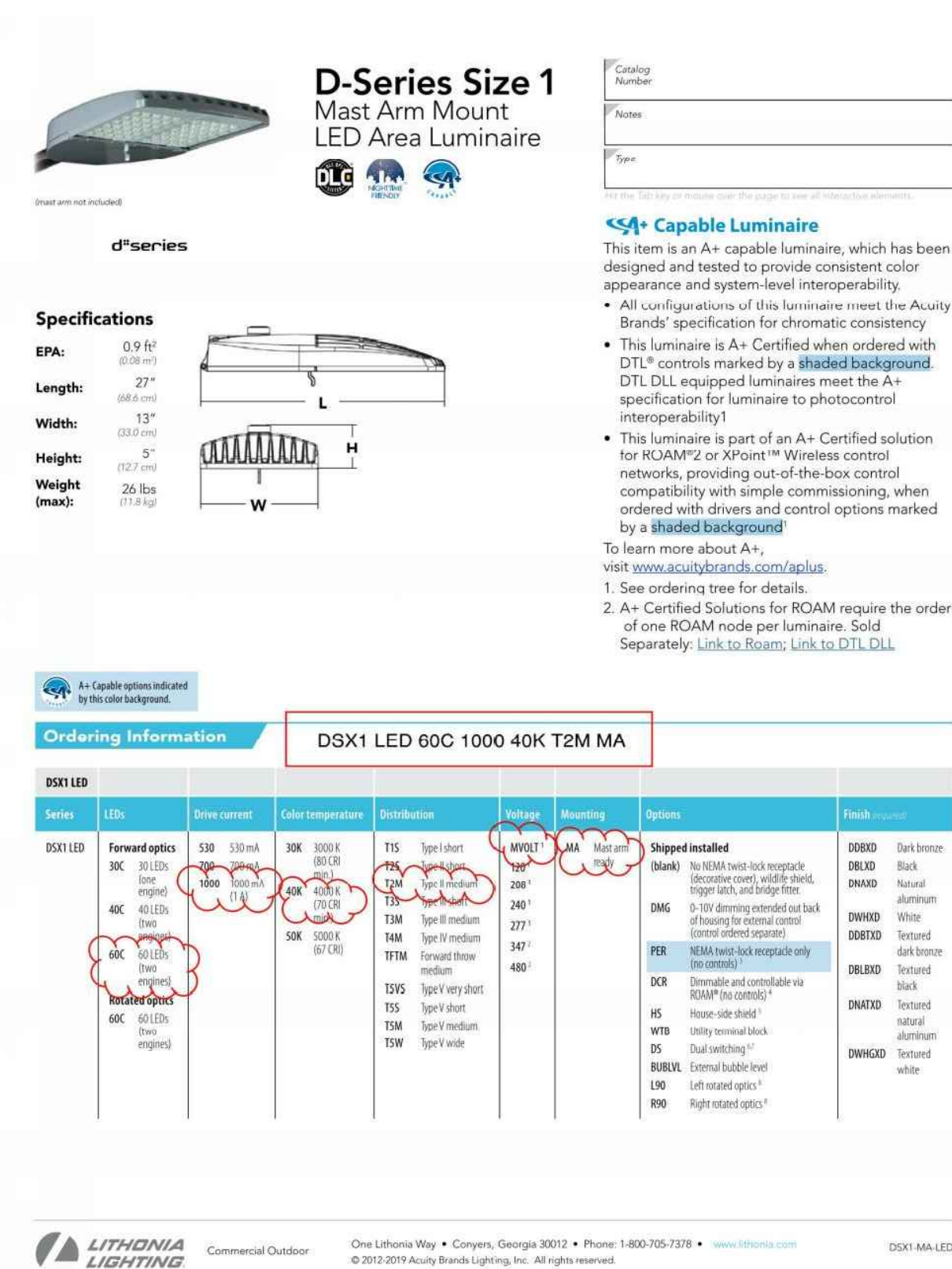
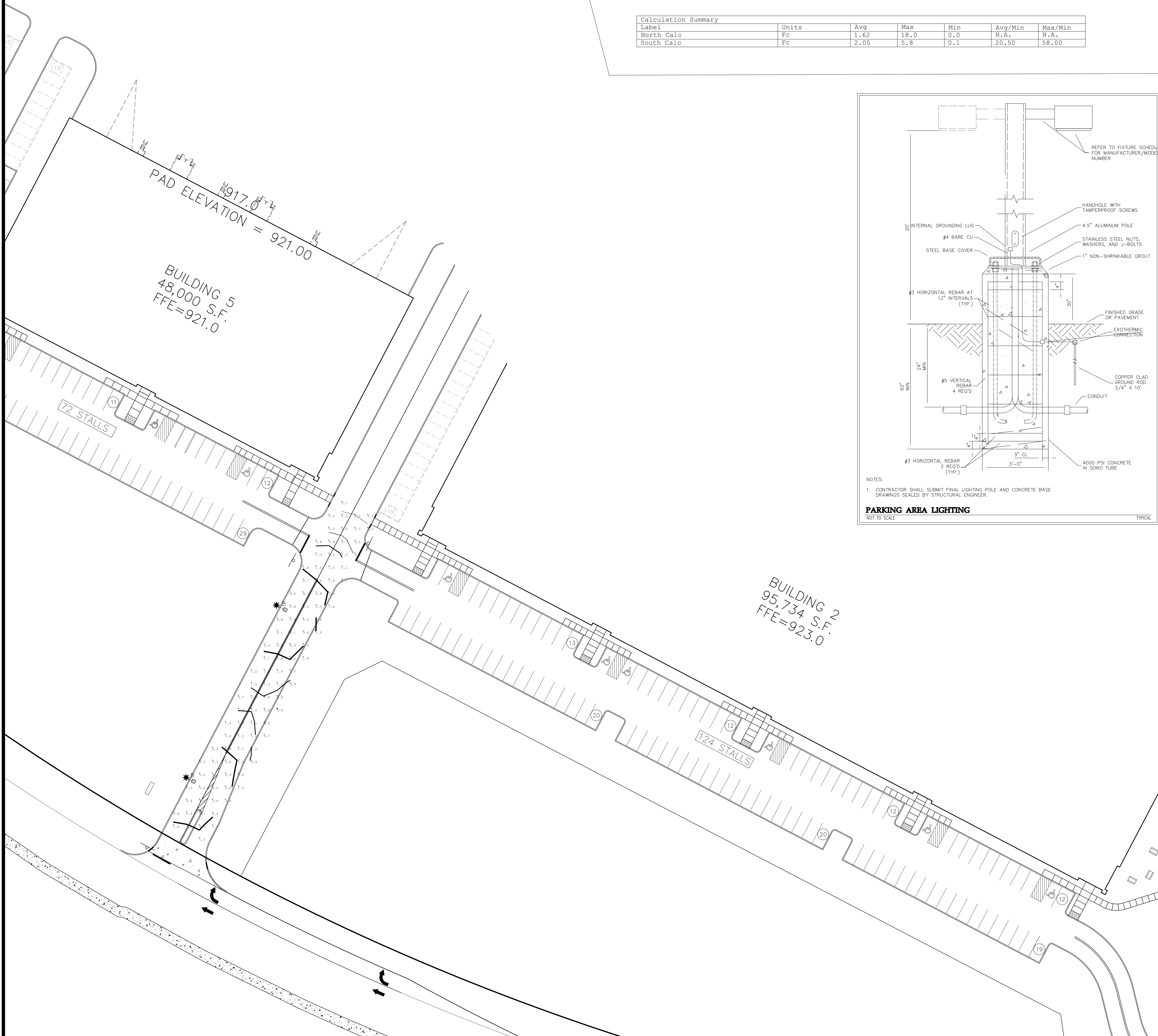
Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
North Calc	Fc	1.62	18.0	0.0	N.A.	N.A.
South Calc	Fc	2.05	5.8	0.1	20.50	58.00



● 2020 Westwood Professional Services, Inc.
 Call 48 Hours before digging:
GOPHER STATE ONE CALL
 Twin City Area 651-454-0002
 Mn. Toll Free 1-800-252-1166

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Tag	BF Lum. Watts
	27	e-wfc18a-F40z	SINGLE	0.900	E-WFC18A-F40Z	A	1.000 156.48
	2	DSX1 LED 60C 1000 40K T2M MVO	SINGLE	0.900	DSX1 LED 60C 1000 40K T2M MVOLT MA	B	1.000 209.28

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
North Calc	Fc	1.62	18.0	0.0	N.A.	N.A.
South Calc	Fc	2.05	5.8	0.1	20.50	58.00



POPE
ARCHITECTS

1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
PH. (651) 642-9200
FAX (651) 642-1101


UNITED PROPERTIES


RJRyan
Commercial Design and Construction

R. J. Ryan Construction, Inc.
1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph. (651) 681-0200 Fax (651) 681-0235

**INVERPOINT
BUSINESS
CENTER**
INVER GROVE HEIGHTS, MINN.

Revisions:

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed PROFESSIONAL ENGINEER under the laws of the State of Minnesota.

Date _____ License No. _____

Designed: _____

Checked: _____

Drawn: _____

Record Drawing by/date _____

Date: Sheet:



© POPE ARCHITECTS

INVERPOINT BUSINESS PARK SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Inverwood Business Park LLC, a Delaware limited liability company, fee owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

Lot 1, Block 1, Inverpoint Business Park First Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as INVERTPOINT BUSINESS PARK SECOND ADDITION.

In witness whereof said Inverwood Business Park LLC, a Delaware limited liability company, has caused these presents to be signed by United Land LLC, a Minnesota limited liability company, by its proper officers this ____ day of _____, 20 ____.

UNITED LAND LLC

By: _____,its

By: _____,its

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____, by _____,
_____ and by _____.

of United Land LLC, a Minnesota limited liability company and manager of the Inverwood Business Park LLC, a Delaware limited liability company, on behalf of the limited liability company.

(Signature) _____ (Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

I, Brent R. Peters, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20 ____.

Brent R. Peters, Licensed Land Surveyor
Minnesota License No. 44123

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____ by Brent R. Peters, Land Surveyor, Minnesota License No. 44123.

(Signature)

(Name Printed)

Notary Public, _____ County _____

My Commission Expires _____

CITY PLANNING COMMISSION, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20 ____.

Chair Secretary

CITY COUNCIL, CITY OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA
This plat was approved by the City Council of Inver Grove Heights, Minnesota, this ____ day of _____, 20 ___, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

Mayor Clerk

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

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 ___, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20 ____.

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

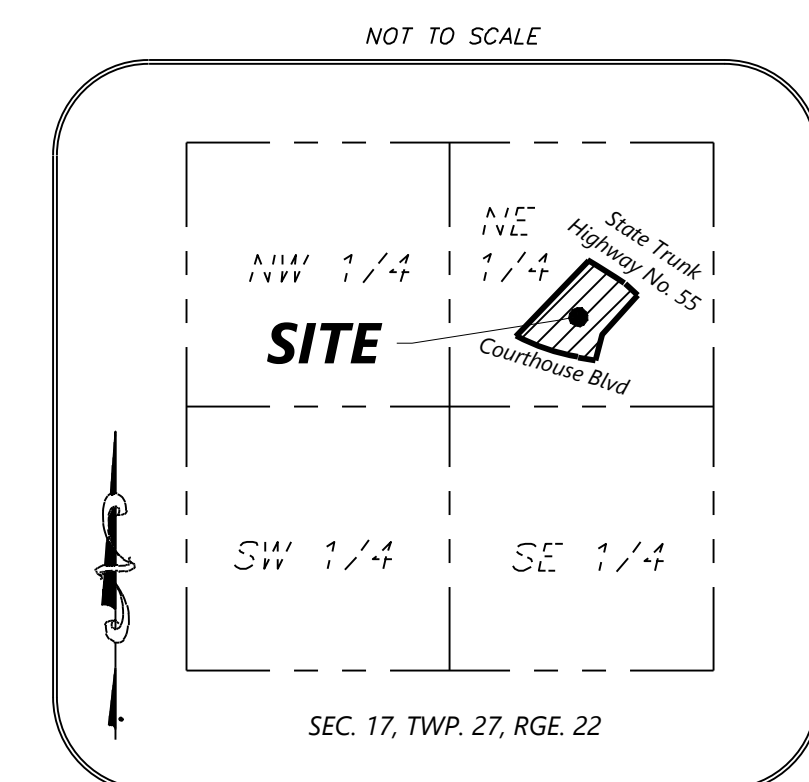
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of INVERPOINT BUSINESS PARK FIRST ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20 ___, at ____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
Dakota County Recorder

● *Denotes found XXXXX County Cast Iron Monument.*

○ *Denotes set 1/2 inch x 14 inch iron rebar marked with plastic cap inscribed LS 45873, which has been set or will be set in accordance with MS 505.021, Subd. 10, unless otherwise noted on survey.*

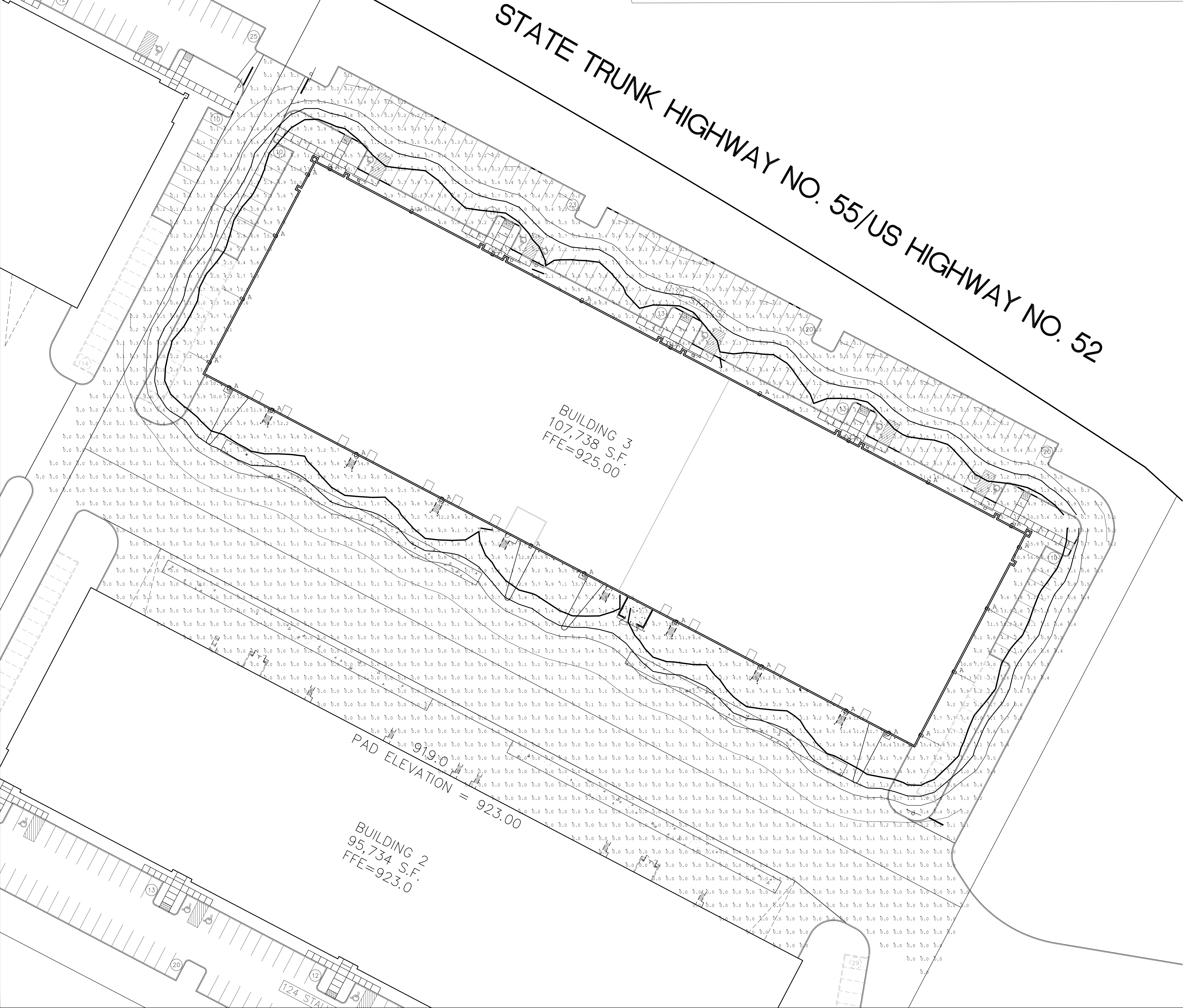
△ *DENOTES LIMITED ACCESS TO PUBLIC ROAD RIGHT OF WAY*



©2020 Westwood Professional Services, Inc.
Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area 651-454-0002
Mn. Toll Free 1-800-252-1166

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Tag	BF	Lum. Watts
☐	27	e-wfc18a-f40z	SINGLE	0.900	E-WFC18A-F40Z	A	1.000	156.48
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E-WFC18 Series

Premium LED Outdoor Wall Pack
Replaces 320W PSMH / 400W MH



High power in a compact design
This Wall Pack is designed to be discreet in look, but mighty in power. It will eliminate glare and uplight - like our other full cutoff designs - but with 18,000 lumens, won't leave you in the dark. Purchase one today for the perfect mix between our other full cutoff options and our Wall Pack - Area Lights.

- | | |
|--|--|
| Premium / Full Cutoff <ul style="list-style-type: none">• High output, compact design• Full cutoff design for direct downlight | Efficient <ul style="list-style-type: none">• Energy efficient, up to 60% energy savings• Long estimated lifetime and low energy usage |
|--|--|

- | | |
|--|---|
| Recommended Use <ul style="list-style-type: none">• Security• Pathways | <ul style="list-style-type: none">• Perimeter lighting• When control of spill light is important |
|--|---|

Certifications



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ARCHITECTS

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ST. PAUL, MN 55108-5118
PH. (651) 642-9000
FAX (651) 642-1101

UNITED PROPERTIES

RJR Ryan
Commercial Design and Construction
R.J. Ryan Construction, Inc.
1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph. (651) 681-0200 Fax (651) 681-0235

**INVERPOINT
BUSINESS
CENTER**
INVER GROVE HEIGHTS, MINN.

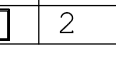
Revisions
01: _____
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03: _____
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06: _____

I hereby certify that this plan 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.

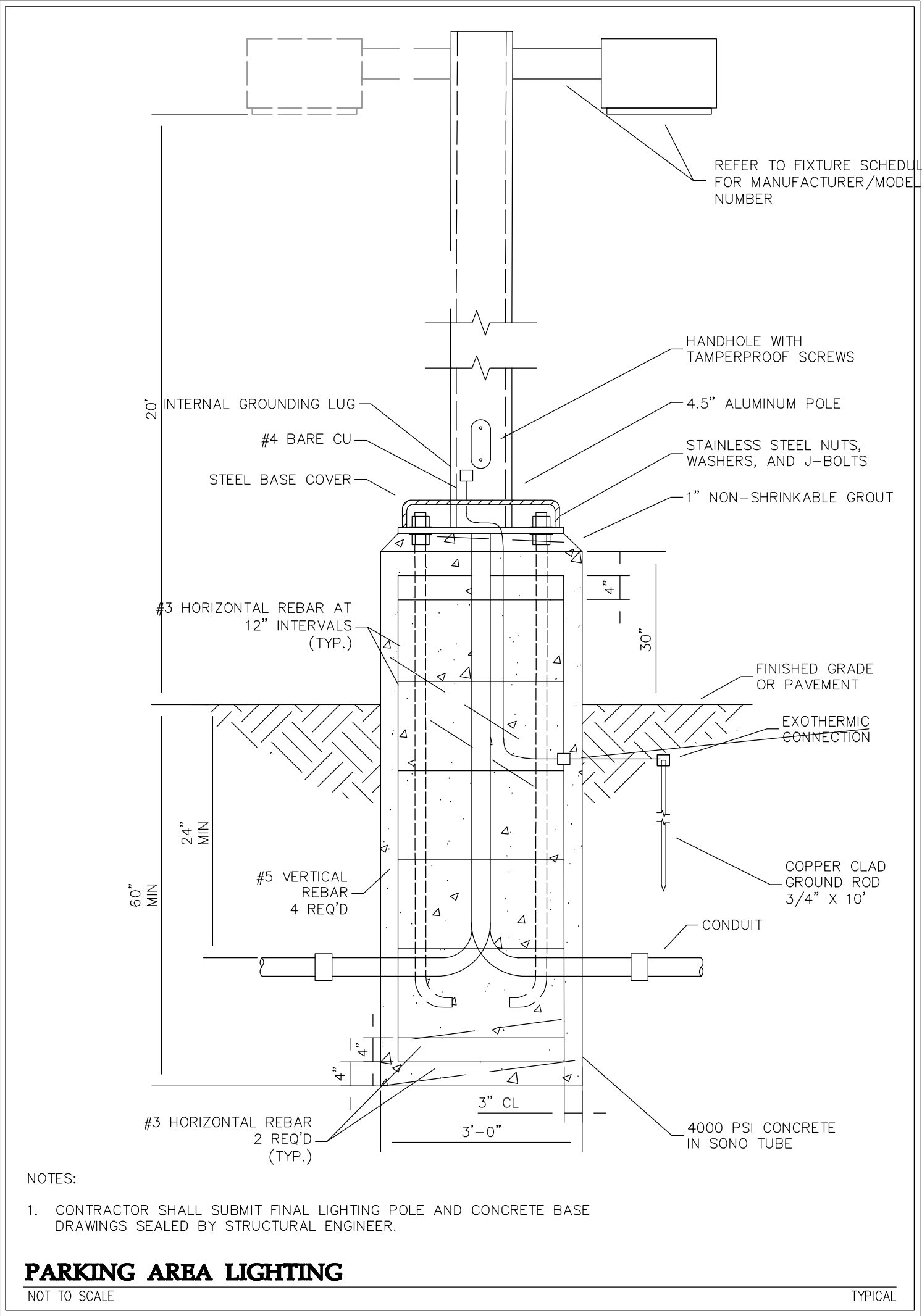
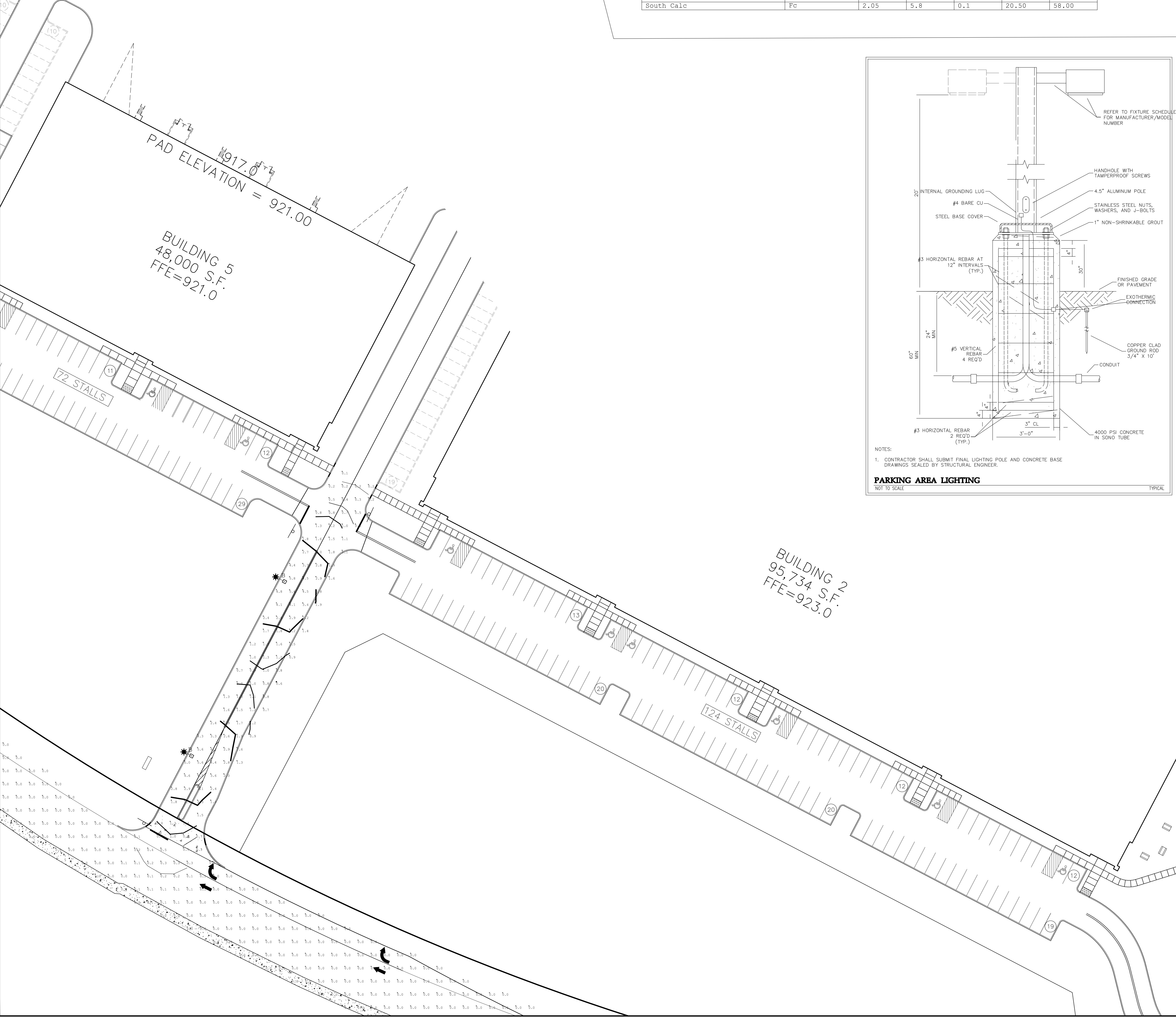
David T. Bade
Date: 12/07/20 License No. _____

Designed: _____
Checked: _____
Drawn: _____
Record Drawing by/date: _____

Date: 12/07/20 Sheet: E101

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Tag	BF	Lum. Watts
	27	e-wfc18a-f40z	SINGLE	0.900	E-WFC18A-F40Z	A	1.000	156.48
	2	DSX1 LED 60C 1000 40K T2M MVO	SINGLE	0.900	DSX1 LED 60C 1000 40K T2M MVOLT MA	B	1.000	209.28

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Label	Units	Avg	Max	Min	Avg/Min	Max/Min
North Calc	Fc	1.62	18.0	0.0	N.A.	N.A.
South Calc	Fc	2.05	5.8	0.1	20.50	58.00





D-Series Size 1
Mast Arm Mount
LED Area Luminaire

Specifications

EPA: 0.9 ft
Length: 27"
Width: 13"
Height: 5"
Weight (max): 26 lbs

Ordering Information

Series	SKU	Order Code	Color Temperature	Mounting	Control	Mounting	Notes	Finish
DSX110	DSX110-001	100-1000-40K	4000K	100-1000-40K	100-1000-40K	100-1000-40K	100-1000-40K	100-1000-40K

Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and system-level interoperability.

- All configurations of this luminaire meet the A+ color rendering index (CRI) specification for chromatic consistency.
- This luminaire is A+ Certified when ordered with DTL control marked by a **DTL** in the description.
- DTL DTL equipped luminaires meet the A+ specification for luminaire to photocell interoperability.
- This luminaire is part of an A+ Certified solution for RCMAT or RCMAT+ Wireless control networks, providing out-of-the-box control compatibility with simple commissioning, when ordered with drivers and control options marked by a **RCMAT** in the description.

To learn more about A+, visit www.audiotronics.com/a-plus

1. See ordering tree for details.
2. A+ Certified Solutions for RCMAT require the order of one RCMAT module per luminaire. Sold Separately. [Link to RCMAT](#); [Link to DTL DTL](#)



1255 ENERGY PARK DRIVE
ST. PAUL, MN 55108-5118
PH. (651) 642-9200
FAX (651) 642-1101



UNITED PROPERTIES



RJR Ryan
Commercial Design and Construction
R.J. Ryan Construction, Inc.
1100 Mendota Heights Road
Mendota Heights, MN 55120
Ph. (651) 681-0200 Fax (651) 681-0235

INVERPOINT
BUSINESS
CENTER
INVER GROVE HEIGHTS, MINN.

Revisions

Rev	Description
01:	
02:	
03:	
04:	
05:	
06:	

I hereby certify that this plan 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.

David T. Bade
Date: 12/07/20 License No. _____

Designed: _____
Checked: _____
Drawn: _____
Record Drawing by/date: _____

Date: 12/07/20 Sheet: E102

**Request for Council Action****TITLE:** BUILDERS LOT GROUP/EAGLES LANDING - Case No. 20-38SV

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: February 8, 2021	None	X
Item Type: Regular Agenda	Amount included in current budget	
Contact: Heather Botten 651-450-2569	Budget amendment requested	
Prepared by: Heather Botten	FTE included in current complement	
Reviewed by:	New FTE requested - N/A	
	Other	

PURPOSE/ACTION REQUESTED: Consider the following requests for property located at 2655 70th Street; (tabled from December 14, 2020)

- 1) A Resolution relating to a Preliminary Plat for an 11-lot, one outlot single family development to be known as Eagles Landing,
- 2) A Resolution relating to Variances from the minimum lot size and width standards.
 - Requires a 3/5th's vote.
 - 60-day deadline: February 16, 2021 (second 60-days)

SUMMARY:

This item was tabled by the City Council at the December 14, 2020 meeting for the applicant to have further communication with the abutting single-family neighborhood along Booth Avenue. Subsequent to the City Council meeting, the applicant held another neighborhood meeting via zoom on January 14, 2021. At this meeting, the developer presented a 13-lot site plan that would not require any variances and would have a greater impact to tree preservation on the property. It is my understanding the neighborhood preferred the original 11-lot plat with variances. The applicant then held a follow-up zoom meeting on January 28, 2021 to go over any additional concerns the neighbors may have.

In front of the City Council is the request for a preliminary plat for an 11-lot, one outlot subdivision and variances from the minimum lot area for Lots 2, 3, & 4, Block 2 and minimum lot width for Lots 5 & 6, Block 1. The number of lot size variances has been reduced from the original submittal from six down to three. Additionally, the two lots requiring a variance from lot width have been increased in size from 65 feet wide to 70 and 77 feet wide.

Planning Staff: Continues to recommend approval of the requests with the conditions listed in the attached resolutions.

Planning Commission: At the December 1, 2020 public hearing, the Planning Commission recommended approval of the requests with the conditions listed in the attached resolutions (7-2).

Attachments: Preliminary Plat Resolution
Variance Resolution
Narrative from the applicant
Revised plans
CC minutes from December 14, 2020
City Council memo from December 14, 2020
PC recommendation from December 1, 2020
Planning Report from December 1, 2020

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

RESOLUTION NO.

**A RESOLUTION APPROVING AN 11-LOT, 1 OUTLOT PRELIMINARY PLAT TO BE KNOWN
AS EAGLES LANDING**

**CASE NO. 20-38SV
Builder Lot Group**

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

See Exhibit A

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 1, 2020;

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

1. The final plat and plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	February 1, 2021
Landscaping Plan	TBD
Site Plan	February 3, 2021
Development Plan Set	February 3, 2021

2. A park dedication fee equal to \$28,500 (\$2,850x10) shall be paid to the City prior to release of the final plat.
3. The applicant and the City shall discuss how to mitigate possible future noise issues from North Valley Park and 70th Street prior to the final plat submittal, which may include notification to the purchaser by the developer.

4. Prior to final plat approval, the final grading, drainage and erosion control, utility plans and storm water calculations shall be approved by the Director of Public Works.
5. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.
6. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
7. Street Lighting shall be required as identified by the City Engineer.
8. A tree preservation plan shall be submitted and approved with the final plat. The landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation.
9. A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
10. The final plat, development contract, and related agreements shall be filed with Dakota County prior to any building permits being issued for the site.
11. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
12. All final development plans shall be subject to the review and approval of the City Fire Marshal.
13. The approval of the final plat is subject to the review and approval from Dakota County Surveyors.
14. All required Dakota County permits shall be applied for by the applicant prior to any work being done in the right-of-way.
15. The traffic study and noise study being done by the applicant shall be submitted with the final plat for review.
16. Upon receipt of an application for final plat approval, the final plat application shall first be referred to the planning commission for review and recommendation prior to its submission to the Council for consideration of approval.

Resolution No. _____

Page 3

Passed this 8th day of February, 2021.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING VARIANCES FROM THE LOT SIZE AND WIDTH
REQUIREMENTS**

**CASE NO. 20-38SV
(Builder Group - Eagles Landing)**

Property located at 2655 70th Street and legally described as follows:

SEE EXHIBIT A

WHEREAS, an application has been received for a Variance from the minimum lot size requirements for Lots 2, 3, & 4 Block 2 Eagles Landing and the minimum lot width standards for Lots 5 & 6 Block 1 Eagles Landing;

WHEREAS, the afore described property is zoned R-1C, Single Family Residential District;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on December 1, 2020 in accordance with City Code Section City Code 10-3-3:C;

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

- The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- The variance requests do not appear to have any adverse impacts on the neighboring properties.
- Due to the challenging topography on the site, the design of the development requires some lots to be smaller than the minimum requirements while complying with the overall density requirements in the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variances to allow reduced lot size and width on certain lots is hereby approved subject to the following:

1. The variances approved for lot size and width shall be consistent with those depicted on the following plans:

Preliminary Plat	February 1, 2021
Site Plan	February 3, 2021
Development Plan Set	February 3, 2021

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

Adopted by the City Council of Inver Grove Heights this 8th day of February, 2021.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Resolution No. _____

Page No. 2

EXHIBIT A

Legal Description Per Title Commitment

BUILDERS LOT GROUP, LLC

9531 West 78th Street, Suite 135
Eden Prairie, MN 55433

NARRATIVE FOR EAGLES LANDING APPLICATION SUBMITTAL

Builders Lot Group, LLC is please to present to the City of Inver Grove Heights its proposal for the development of land located adjacent to the west boundary of North Valley Park. The proposal consists of a ten (10) lot subdivision, and one (1) Oultlot for infiltration purposes, as shown on the draft preliminary plat included with this narrative. This 10-lot proposal should result in less tree and soil disturbance than the initial 12 lot proposal, and based on discussions with the neighbors, there is a collective agreement that the 10-lot proposal is the better option for development.

Two (2) separate neighborhood meetings were conducted, via Zoom, for this project and we received significant, valuable input from the community. The original plan for development included twelve (12) lots, which would have complied with city ordinances, and required no variances, but also included more grading and retaining walls to be constructed. That proposal, along with the ten (10) lot proposal which does require variances from the city, were both presented to the community at the second neighborhood meeting, and a number of matters related to both options were discussed.

As a result of that meetings and the neighbors' concerns meeting, the following is a summary of the issues that were discussed at the second neighborhood meeting on January 14, 2021:

The objective of the meeting was to discuss concerns from the homeowners (neighbors living on Booth Avenue) and to mitigate issues where possible relative to their concerns. The meeting began with discussing a concept plan that would comply with IGH city's minimal lot size requirements for the subject area. This plan would not require variances but would substantially impact the natural landscape of the subject property and require retaining walls along the neighboring property on Booth Avenue. This concept plan provides for more homes in the development; however, it is not the direction that the neighbors or the developer feel is in the best interest of the community. A 10-lot development with variances may be a better alternative. The neighbors would like to omit the concept plan of 12 lots without variances in place of the previous concept plan with 10 lots with variances subject to the following conditions.

1. Developer to demonstrate an acceptable plan to the city whereas the maintenance for the infiltration basin is described in the covenants for the future development (HOA) future maintenance is adopted by the developer's agreement through the city.

- 2. Adding approximately 5 feet to the property lines of Lot 6 and 7 by moving the lot line of Lot 5 further east by 10 feet, if possible.*
- 3. Developers to plant trees along the property line where possible, adding screening from the future development to the properties on Booth Avenue. If desired, homeowners on Booth Court will be provided up to eight trees each at two caliper inches to plant on their property, adding screening in locations of their choosing.*
- 4. A provision will be placed on the title and a disclaimer will be provided to homeowners addressing the potential park and pickle ball noise that may occur as a result of living in the new development. These documents will be drafted by legal counsel and presented to the city to be adopted as a part of the plat.*
- 5. The covenants and the deed would restrict further subdivision of this property, including but not limited to, the existing home site.*
- 6. If possible, Lots 8, 9, and 10 would increase in size by reducing the backyard of the existing home.*
- 7. Matt, a homeowner on Booth Court, with the developer and builders, to reach an agreement to construct model/spec homes on Lots 8, 9, and 10 with home designs of split entries, tri-level splits, or ramblers. This agreement will be adopted as part of the covenants for home profiles on the aforementioned lots.*
- 8. Developer will adhere to signage requirements by the city for public safety, including but not limited to, stop signs. Signage will be located where required by the city.*
- 9. Mr. Netzell will provide a draft of the proposed legal documents incorporating the items listed above for review by the neighbors. If adopted, a resolution outlining the agreement between the developer and the neighbors will be presented to City Council during the next meeting in February.*
- 10. The developer and neighbors meet again in January via a Zoom meeting to be scheduled by Mr. Netzell to discuss any other final matters.*
- 11. Upon receipt, a copy of the traffic study will be provided to the neighbors.*
- 12. The pickle ball noise is not an impact to the neighbors on Booth Court. As a result, mitigation of noise from the pickle ball court or otherwise will be addressed by legal documents, including but not limited to, the purchase agreement addendum, title, deed, and covenants.*

Builders Lot Group, LLC has taken all of the above matters that were discussed with the community, and incorporated most, if not all of them in the current proposal for a ten (10) lots project. Those items that are not directly related to the plat itself (ie. Types of homes to be built

on certain lots and restrictions regarding future subdivision of lots) have been and will be incorporated into agreements with the future buyers of the lots and included in the declaration which Builders Lot Group, LLC will file on the property at the time of the recording of the plat.

As you are aware, we cannot control the noise issues that emanate from the adjacent park, however we will disclose that such noise is a possibility so that buyers in the community are fully aware of that potential issue when they purchase a property.

Also included with this narrative is a copy of an e-mail which was received from Matt Mikel after the last neighborhood meeting. In that e-mail, he confirms that he has “no issues” with the ten (10) lot proposal, after consideration of the items discussed and agreed to with the neighbors. While we do not speak for any of the neighbors directly, the e-mail from Mr. Mikel summarizes the opinions and comments that were received from the neighbors at the second neighborhood meeting. No opposition to the ten (10) lot proposal was received at the second meeting, after agreement to the matters discussed above.

We look forward to continuing to work with the city and the neighbors to develop a project that all parties can be proud of.

EAGLES
LANDING
PRELIMINARY PLAT

CONTACT:
Melvin Moore
Builders Lot Group, LLC
9531 West 78th Street
Suite 135
Eden Prairie, MN 55344
952-314-7130



Builders
LOT GROUP

COUNTY/CITY:
DAKOTA
COUNTY
CITY OF
INVER GROVE HEIGHTS

REVISIONS:

DATE	REVISION
10-2-20	PRE PLAT
10-18-20	REVISE LOTS, R/W
2-1-21	REVISE LOTS, R/W

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes
Daniel L. Thurmes Registration Number: 25718
Date: 10-2-20

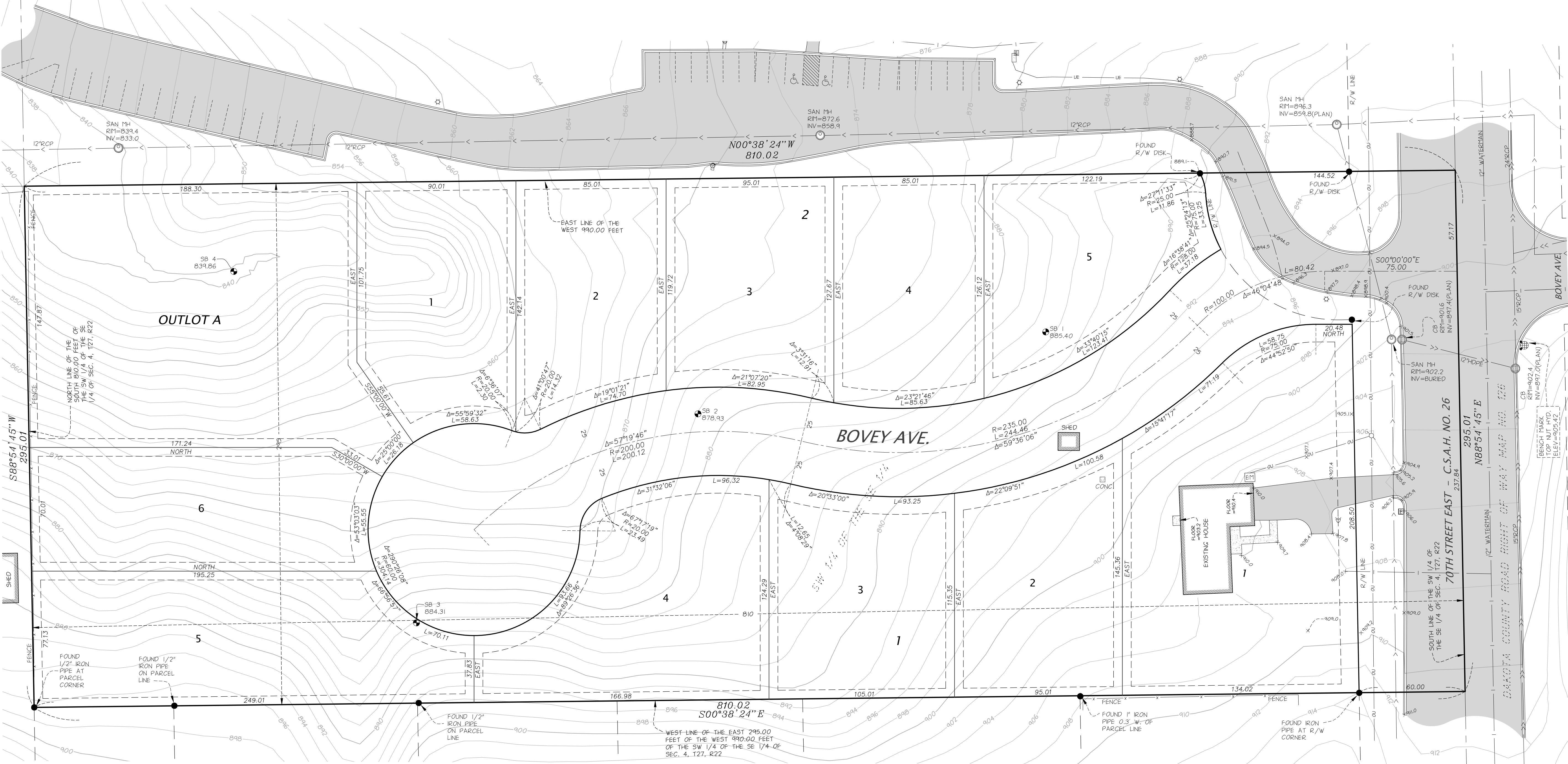
PROJECT LOCATION:
2655
70TH ST. E.
PID#20-00400-81-030

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurveying.net

CORNERSTONE
LAND SURVEYING, INC.

FILE NAME SURVELO5
PROJECT NO. ELI20005

PRELIMINARY
PLAT



LEGAL DESCRIPTION:

The following Legal Description is as shown on the Assure Title, LLC as agent for Alliant National Title Insurance Company Title Commitment No. 7601-2655 70th St, dated August 3rd, 2020.

The East 295 feet of the South 810 feet of the West 60 Rods of the West 1/2 of the Southeast 1/4 of Section 4, Township 27, Range 22, Dakota County, Minnesota.

TITLE NOTES:

The following survey related easements and or encumbrances are as shown on the Assure Title, LLC as agent for Alliant National Title Insurance Company Title Commitment No. 7601-2655 70th St, dated August 3rd, 2020.

- Subject to the public right of way for County Highway 35 (70th Street), over the southerly portion of the property in question. (AS SHOWN ON SURVEY)
- Subject to a right of access to the adjoining property to the east of the property in question, over the southeasterly portion of the property in question. (NOT SHOWN ON SURVEY)

SURVEY NOTES:

- BEARINGS ARE BASED ON COORDINATES SUPPLIED BY THE DAKOTA COUNTY SURVEYORS OFFICE.
- UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF INVER GROVE HEIGHT ENGINEERING DEPARTMENT.
- THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.
- 2' LIDAR CONTOURS SHOWN PER DATA OBTAINED FROM THE DNR MNTPOPO WEBSITE. NOT FIELD VERIFIED. SUPPLEMENTAL FIELD COLLECTED TOPOGRAPHY MERGED WITH LIDAR CONTOURS FOR STREETS, UTILITIES AND EXISTING IMPROVEMENTS. SPOT ELEVATIONS REPRESENT FIELD COLLECTED DATA.

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BENCHMARKS

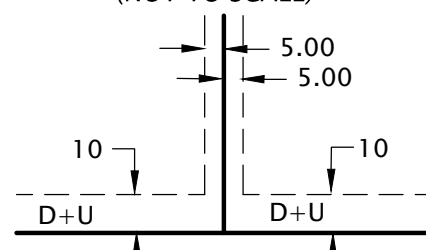
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LEGEND:

●	FOUND MONUMENT	UE	UNDERGROUND ELECTRIC
○	SET 1/2" IRON PIPE MARKED RLS NO. 25718	UTV	UNDERGROUND CABLE TV
○	LIGHT POLE	UF	UNDERGROUND FIBER OPTIC
—	GLY WIRE	UT	UNDERGROUND TELEPHONE
—	POWER POLE	OU	OVERHEAD UTILITY
○	SANITARY MANHOLE	UG	UNDERGROUND GAS
○	CATCH BASIN	SS	SANITARY SEWER
○	STORM DRAIN	W	WATERMAIN
○	FLARED END SECTION	F	FENCE
○	STORM MANHOLE	C	CURB [TYPICAL]
○	HYDRANT		CONCRETE SURFACE
○	CURB STOP		BITUMINOUS SURFACE
○	WATER VALVE		
○	BOLLARD		
○	MAIL BOX		
○	UNKNOWN MANHOLE		
○	SOIL BORING		

PROPOSED
DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN AS THUS:
(NOT TO SCALE)



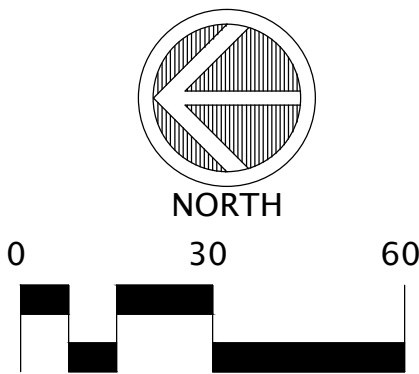
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DEVELOPMENT DATA:

TOTAL AREA AS SHOWN = 238,957 SQ.FT. / 5.49 ACRES
EXISTING ROADWAY EASEMENT = 23,369 SQ.FT. / 0.54 ACRES
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OUTLOT A = 28,970
70TH STREET = 17,700 SQ. FT.
BOVEY AVE = 38,552 SQ. FT.



Tim Netzell

From: Matthew Mikel <MMikel@jakcpa.com>
Sent: Saturday, January 30, 2021 8:37 PM
To: 'mlmoore00@yahoo.com'; Tim Netzell
Subject: Eagle Landing Development

Hi Melvin and Tim,

I'm following-up from this past Thursday's Zoom meeting. I'm not sure I will be in attendance at the upcoming City Council meeting so I'm letting you know that I have no issues with the 10 lot plat you are proposing. Out of all the items discussed, the main thing I am interested in is having trees added along the back of the property line of the houses on the west side of Bovey Court (or on the far east side of our property line).

I appreciate your willingness to work with the neighborhood to get to a reasonable outcome for both sides.

Thanks,

Matt Mikel
6850 Booth Avenue



Matt Mikel, CPA / Manager
mmikel@jakcpa.com / 651-379-5720

John A. Knutson & Co., PLLP
Office: 651-641-1099 / Fax: 651-647-1099
1781 Prior Avenue North
Falcon Heights, MN 55113
www.jakcpa.com



JAK ShareFile Secure File Upload

CONFIDENTIALITY NOTICE: The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.

EAGLES
LANDING
PRELIMINARY PLAT

CONTACT:
Melvin Moore
Builders Lot Group, LLC
9531 West 78th Street
Suite 135
Eden Prairie, MN 55344
952-314-7130



Builders
LOT GROUP

COUNTY/CITY:
DAKOTA
COUNTY
CITY OF
INVER GROVE HEIGHTS

REVISIONS:

DATE	REVISION
10-2-20	PRE PLAT
10-18-20	REVISE LOTS, R/W
2-1-21	REVISE LOTS, R/W

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes
Daniel L. Thurmes Registration Number: 25718
Date: 10-2-20

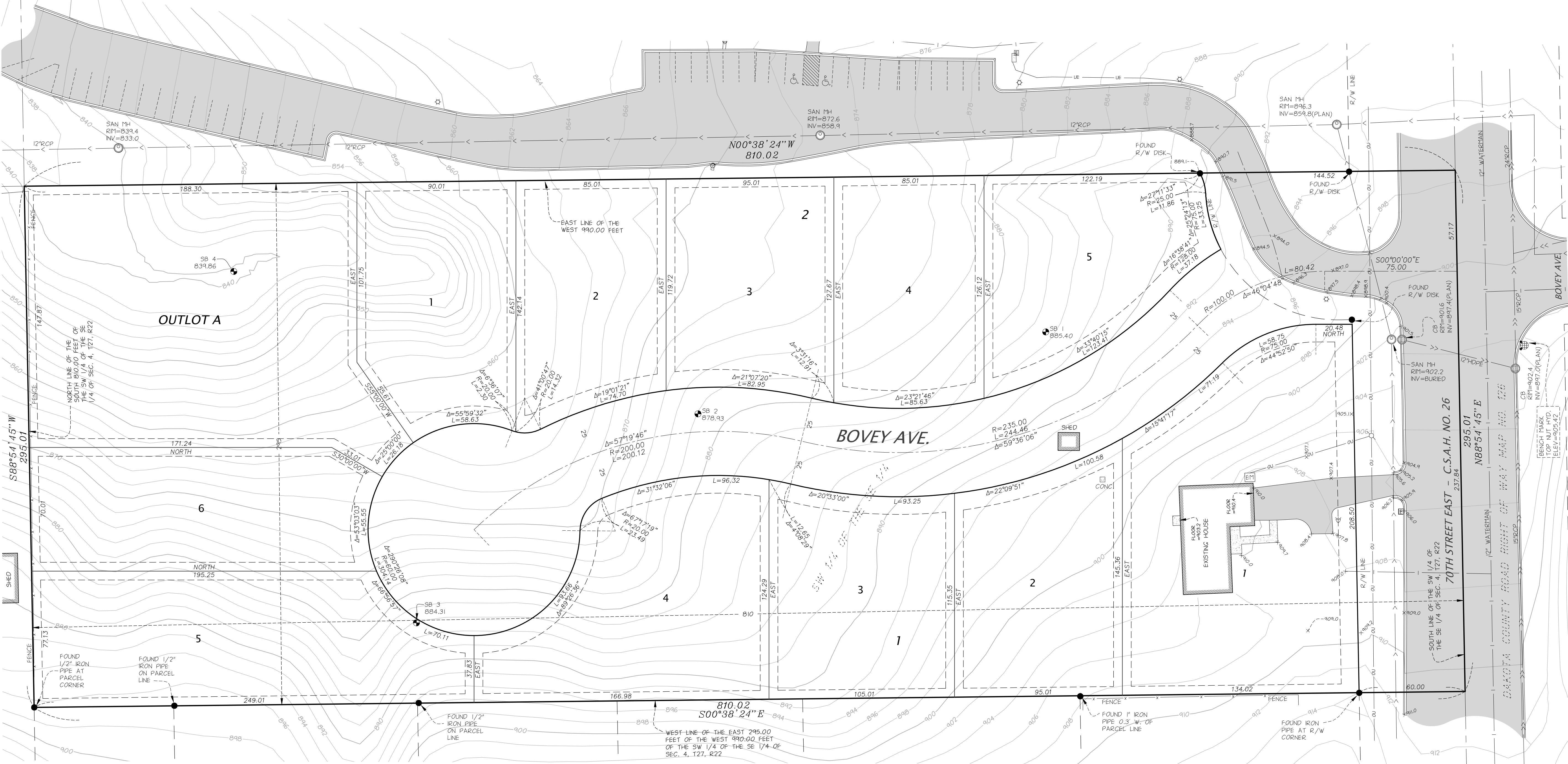
PROJECT LOCATION:
2655
70TH ST. E.
PID#20-00400-81-030

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurveying.net

CORNERSTONE
LAND SURVEYING, INC.

FILE NAME SURVELO5
PROJECT NO. ELI20005

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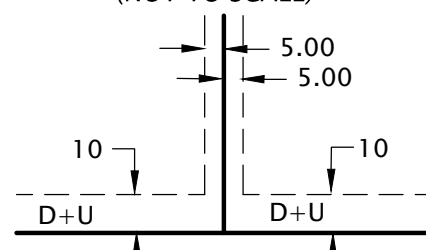
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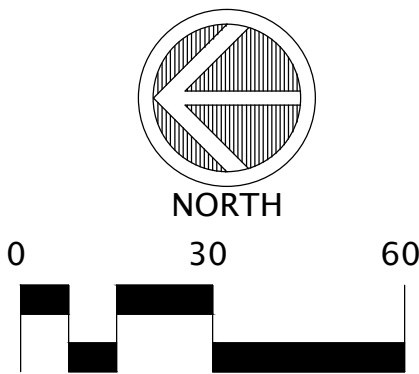
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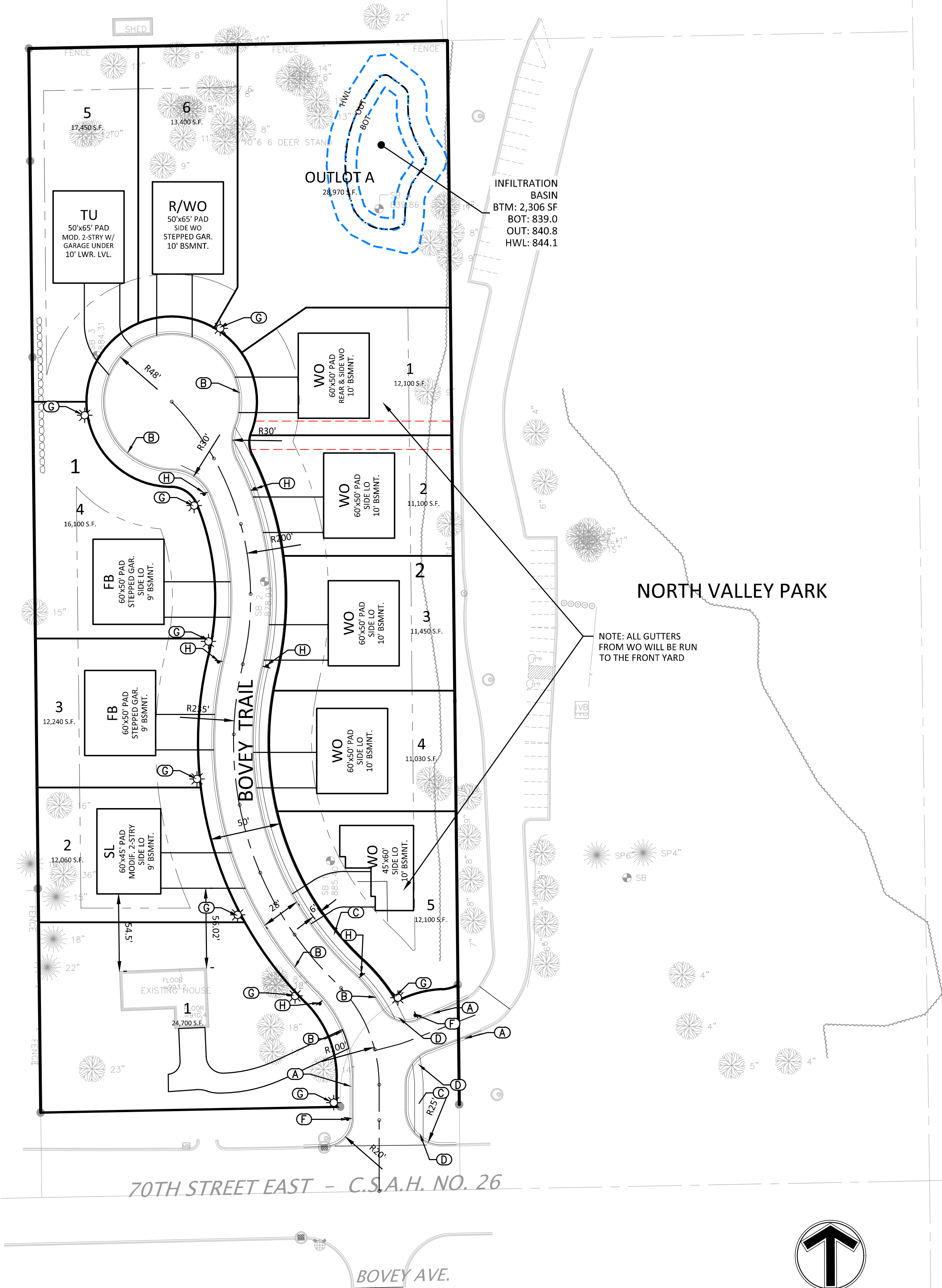


THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOMPH STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BOVEY AVENUE EAST



LEGEND

	PROPOSED	EXISTING	
PROPERTY LIMIT			STANDARD DUTY ASPHALT PAVING
CURB & GUTTER			HEAVY DUTY ASPHALT PAVING
EASEMENT			CONCRETE PAVING
BUILDING			CONCRETE SIDEWALK
RETAINING WALL			
WETLAND LIMITS			
TREELINE			
SAWCUT LINE			
SIGN			
PIPE BOLLARD			
NUMBER OF PARKING STALLS PER ROW			
KEY NOTE			

DEVELOPMENT SUMMARY

AREA	
GROSS SITE AREA	238,957 SF 5.49 AC
LESS OUTLOT A	28,970 SF 0.67 AC
LESS R-O-W	56,252 SF 1.29 AC
NET SITE AREA	153,735 SF 3.53 AC
LOT SUMMARY	
AVERAGE LOT SIZE	13,976 SF 0.32 AC
MINIMUM LOT SIZE	11,033 SF 0.25 AC
MAXIMUM LOT SIZE	24,700 SF 0.57 AC
NUMBER OF LOTS	11
OUTLOTS	1
SETBACKS	
FRONT YARD	30 FEET
REAR YARD	30 FEET
SIDE YARD	12.5 FEET
MINIMUM LOT SIZE	10,890 SF
ZONING	RES
EXISTING ZONING	RES
PROPOSED ZONING	RES

DEVELOPMENT NOTES

- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
- ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS
- SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
- REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
- ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
- "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

KEY NOTES

- B-612 CONCRETE CURB AND GUTTER
- SURMOUNTABLE 6CONCRETE CURB AND GUTTER
- CONCRETE SIDEWALK
- PEDESTRIAN RAMP
- SEGMENTAL BLOCK RETAINING WALL
- STOP SIGN
- STREET LIGHT
- NO PARKING SIGN

FB	FULL BASEMENT
LO	LOOK OUT
WO	WALK OUT
SL	SIDE LOOK OUT
R	RAMBLER
TU	TUCK UNDER



Client BUILDER LOT GROUP

Project EAGLE'S LANDING

Location INVER GROVE HEIGHTS, MN

Certification

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.

Eli Rupnow
Registration No. 10558 Date: 10/19/2020
If applicable, please contact us for a wet signed copy of this plan which is available upon request at Site Design's, White Bear Lake, MN office.

Summary

Designed: JEB Drawn: JEB
Approved: ER Book / Page:
Phase: PRELIMINARY Initial Issue: 10/19/2020

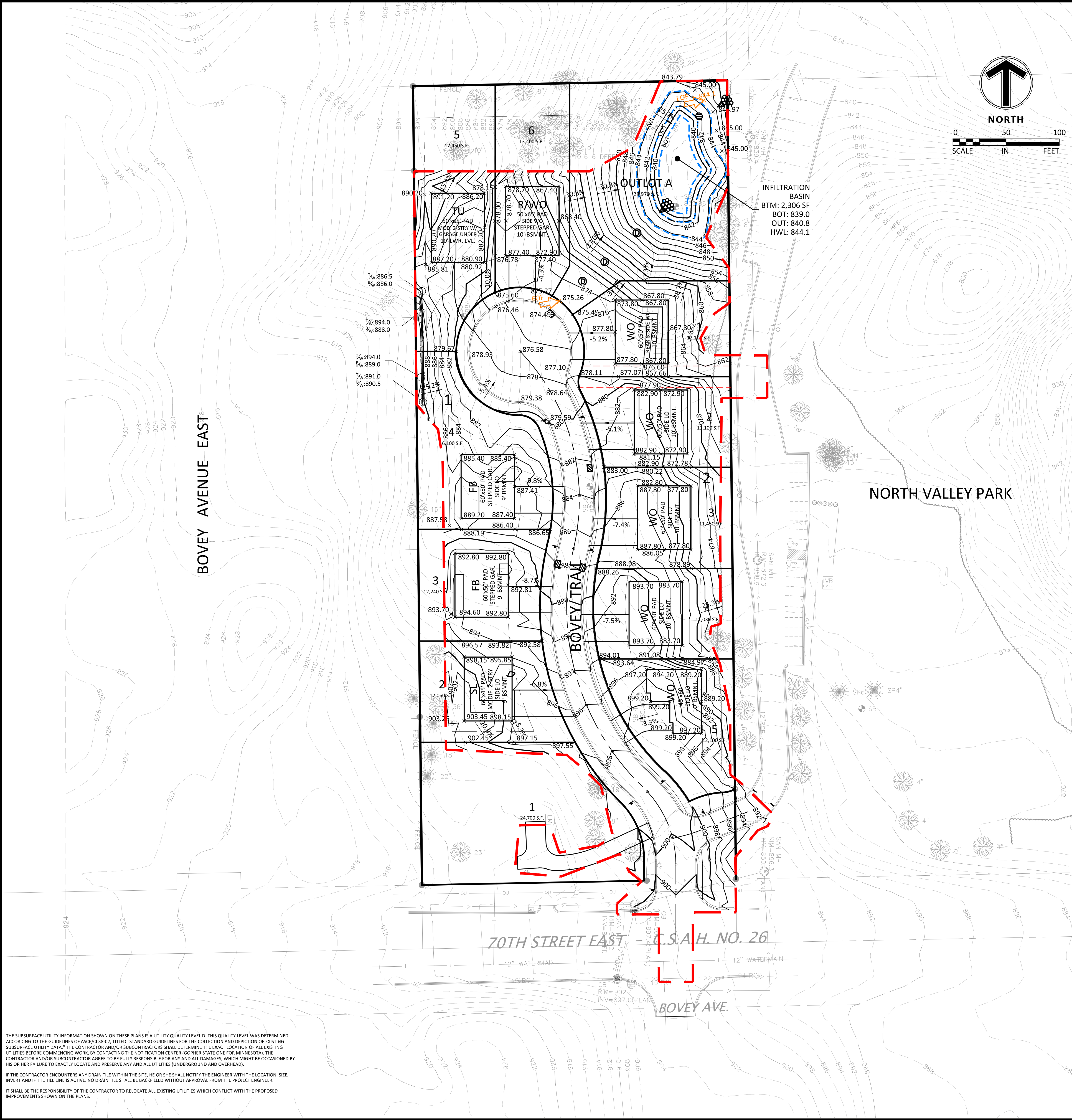
Revision History

No.	Date By	Submittal / Revision
10/19/20		CITY SUBMITTAL
02/03/21		PRE-PLAT SUBMITTAL

Sheet Title OVERALL SITE PLAN

Sheet No. Revision C2.0

Project No. 22380



LEGEND

PROPOSED

EXISTING

PROPERTY LIMIT

CURB & GUTTER

STORM SEWER

LIMIT OF DISTURBANCE

POND CONTOUR

WETLAND LIMITS

TREELINE

SPOT ELEVATION

CONTOUR

RIP RAP

OVERFLOW ELEV.

SOIL BORINGS

TF: XXX.X

TF: XXX.X*

TF: XXX.X**

DENOTES STANDARD GARAGE DROP

DENOTES 1 FOOT GARAGE DROP

DENOTES 2 FOOT GARAGE DROP

GRADING NOTES

1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.

2. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.

3. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.

4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.

5. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.

6. CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.

A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:

COMPANY: ITCO ALLIED ENGINEERING COMPANY

ADDRESS: 7125 WEST 126TH STREET, SUITE 500 SAVAGE MN 55378

PHONE: 952-890-5909

DATED: AUGUST 28, 2020

CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.

7. CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.

8. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.

9. REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.

11. EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.

12. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.

13. TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SNOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1).

14. FINISHED GRADING SHALL BE COMPLETED. CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.

15. TOLERANCES

15.A. THE RESIDENTIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.

15.B. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.

15.C. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

15.D. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.

16. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.

17. CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SWEEP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY, AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.

18. FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 79G.

19. FINAL HOME CONSTRUCTION LOT GRADING SHALL ADHERE TO MINNESOTA RESIDENTIAL CODE: R401.3 DRAINAGE:

SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION THAT DOES NOT CREATE A HAZARD. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES (152 MM) WITHIN THE FIRST 10 FEET (3048 MM).

EXCEPTION: WHERE LOT LINES, WALLS, SLOPES OR OTHER PHYSICAL BARRIERS PROHIBIT 6 INCHES (152 MM) OF FALL WITHIN 10 FEET (3048 MM), DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. IMPERVIOUS SURFACES WITHIN 10 FEET (3048 MM) OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2 PERCENT AWAY FROM THE BUILDING.

AN ADDITIONAL COURSE OF BLOCK MAY NEED TO BE ADDED TO THE FOUNDATION OR THE GRADING PLAN MANY NEED TO BE ADJUSTED ACCORDINGLY TO MEET THIS CODE REQUIREMENT.

20. ALL FUTURE ROAD SUBGRADE NOT TO BE CONSTRUCTED IN PHASE 1 SHALL BE GRADED WITHOUT CROWNS TO ELIMINATE CHANNELIZED STORM WATER RUNOFF.

Client
BUILDER LOT
GROUP

Project
EAGLE'S
LANDING

Location
INVER GROVE
HEIGHTS, MN

Certification

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.

Eli Rupnow
Registration No. 10558 Date: 10/19/2020
If applicable, contact us for a wet signed copy of this plan which is available upon request at Site Design's, White Bear Lake, MN office.

Summary

Designed: JEB Drawn: JEB
Approved: ER Book / Page:
Phase: PRELIMINARY Initial Issue: 10/19/2020

Revision History

No.	Date By	Submittal / Revision
10/19/20	02/03/21	CITY SUBMITTAL PRE-PLAT SUBMITTAL

Sheet Title
GRADING PLAN

Sheet No. Revision
C3.0

Project No. 22380

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOMPH STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Feb 03, 2021 1:23pm User:jbalzer L:\PROJECTS\22380\CAD\Civil\Sheets\22380 C3 GRAD.dwg

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to approve the following requests for property located at 5590 Babcock Trail:

- 1. An Ordinance 1400 to change the zoning of Lot 2 to R-3C, Multiple Family Residential,**
- 2. A Resolution 2020-309 relating to a Preliminary Plat for a 2-lot subdivision.**
- 5. A Resolution 2020-312 relating to a Variance from minimum lot size in the P, Institutional District,**
- 6. A Resolution 2020-313 relating to a Variance from parking lot setbacks, maximum building coverage and impervious surface coverage for Lot 2.**

Ayes: 5

Nays: 0 Motion carried.

Pastor Marzahn stated they hope to begin construction in Fall 2021.

M. BUILDERS LOT GROUP/EAGLES LANDING- Consider the following for property located at 2655 70th Street:

- 1. A Resolution relating to a Preliminary Plat for an 11-lot single family development to be known as Eagles Landing,**
- 2. A Resolution relating to Variances from the minimum lot size and width standards.**

Associate Planner Botten stated the request is for property located west of North Valley Park and north of 70th Street. Applicant is requesting to develop a single-family project on the 4.95-acre parcel as follows:

- Total of 10 new single family home sites, plus one lot for the existing home, with a public street to serve the lots.
- Property is zoned R-1C, single family residential, guided LDR (Low Density Residential). LDR allows for density up to four units an acre.
- Proposed development is at 2.2 units per acre and consistent with the Comprehensive Plan.
- Lot sizes range from 10,412 square feet to 46,072 square feet.
- Lot widths range from 65 feet to 123 feet. Applicant is requesting variances from the lot size or width on some lots.
- Applicant is proposing a 50-foot-wide right of way, which is a public street through the development. The proposed access would not be constructed on park property, it would be accessing the 70th Street right of way. The park access would connect off the new road.
- Dakota County Plat Commission reviewed the plat and request the existing residential driveway on Lot #11 be moved to the new access road.
- County suggested the Applicant consider noise mitigation elements to address potential noise complaints from anticipated traffic along County Road 70.

She stated the Development abuts North Valley Park. The City is not interested in purchasing the property and is not recommending the Developer provide parkland dedication. Staff recommends the Developer pay cash in lieu of land to comply with Park Dedication requirements. The Parks and Recreation Director stated noise has been an issue in other Communities. Due to that, Staff and the Applicant should discuss possible mitigation efforts prior to submittal of final plat. The Tree Preservation Plan suggests Applicant is removing 80% of the significant trees on site. Property is allowed to remove 30% by Code before any reforestation is required within the development. She stated a preliminary review of the Tree Preservation Plan indicates they would have to plant 150 trees

to meet requirements. A revised landscaping plan would be submitted with the final plat submittals to incorporate both requirements.

She stated the Engineering Department has reviewed the plans and Barr Engineering has reviewed stormwater plans. The northeast corner of the development has an infiltration basin that would not produce a higher flow rate than currently exists in a 100-year storm event. She stated Engineers are in support of the request with the conditions included. The project complies with R-1C single family residential standards for setbacks and impervious surface for the proposed homes. She stated the Applicant requests variances from minimum lot size or width on some lots. The request relates to the design of the development that is consistent with the Comprehensive Plan. This property is not in the northwest area overlay, smaller lot sizes and widths are given flexibility and encouraged to be smaller where needed. She stated the property demonstrates a practical difficulty due to topographical challenges. This results in some lots not meeting width standards and others not meeting lot size. None need a variance for both. She stated the average lot size of the 11 lots is 16,747 square feet. Staff believes the property is utilized in a reasonable manner, provides a single-family development abutting other single-family homes and a City park.

Associate Planner Botten stated if taking the proposed development and overlay in comparison to the neighborhood, there are four new homes proposed along the westerly border of the development that would line up to five existing homes along Booth Avenue. Staff believes the development fits in nicely with the neighborhood and transitions nicely from larger lot residential along Booth to the smaller lots in the development to the City park. She stated Staff and the Planning Commission recommend approval of the request with the conditions listed that include a traffic and noise study be submitted for review with the final plat submittal. There is a condition stating final plat be brought before the Planning Commission for review and recommendation prior to City Council review. Typically, the plat request goes straight to Council not the Planning Commission. She stated at the Public Hearing four neighbors spoke against the development, a neighborhood letter was submitted, and Council received a couple of individual emails from residents against the request.

Councilmember Bartholomew wanted clarification on the existing Lot #11 access change to the new City street in the development. Associate Planner Botten responded that was the County recommendation. He asked if that was one of the Conditions. She responded she did not include it as one of the Conditions, it could be added or be included with the final plat submittal. The Dakota County Plat Commission also reviewed the final plat.

Councilmember Bartholomew stated he would like to have the number of lots reduced. He suggested possibly down to eight. Mayor Tourville stated the Council received a total of seven against the development.

Motion by Perry second by Piekarski Krech to receive seven letters into the record.

Ayes: 5

Nays: 0 Motion carried.

Melvin Moore, 14560 Wiles Parkway Northwest, Prior Lake, responded about the request to reduce the number of lots stating they initially had 15 lots proposed and reduced those to 10. Reducing it further would have significant impact to the value of the Homeowners land.

Mayor Tourville stated it could have been 25. Councilmember Piekarski Krech commented the area has larger lots and does not believe 10 lots fit the character of the neighborhood. She agreed with fewer lots and that it should closely align with the character of the neighborhood. She stated the

homes should be soundproofed due to road and pickleball noise. Councilmember Perry agreed with Councilmember Piekarski Krech regarding the number of homes, lot size, and the possibility of setting a precedence.

Mayor Tourville stated there were questions around park usage and complaints within the neighborhood due to the active use. Mr. Moore responded they ordered a traffic study, and the findings indicate increased traffic would be minimal. He stated a copy of the study would be given to the Associate Planner tomorrow. They also ordered a study for the noise from the pickleball court. Based on height and distance from the Courts, there would be minimal impact. The homes built would create an additional buffer to existing properties nearby. He stated if noise mitigation needs to be done, it could be windows, but would wait for the study results before determining.

Mayor Tourville stated he was concerned about the number of lots. Mr. Moore responded after conversations with their own Engineer, they believe they could get more lots on site and the additional lots would comply with City guidelines of width and size. They believe they could increase to 15 lots or more, but that could impact additional trees and create more issues they are trying to mitigate.

Matt Krumrie, 6914 Booth Avenue, requested clarification on the entrance to the development. He stated he requested traffic information on 70th Street from Dakota County and the response was that between now and 2040 over 1,000 cars per day would be going from 70th and Cahill to 70th and Blaine. Traffic would be greatly increased in the area. He was concerned with the park entrance, stating no matter where it is, it is tough pulling out going from 70th to Blaine. He was concerned about pickleball noise. He is a pickleball player and plays down there nearly every day. Parking is an issue. He stated the noise from pickleball is real. If googling "pickleball in the City" there are countless noise stories. One from a resident living next to a pickleball court in Apple Valley last summer stated her nerves are shattered, she stays in a room in her home that has insulation top to bottom with three to four fans going and the furnace fan running just to drown out the noise.

He stated it was suggested by Mr. Moore that mitigation be windows. Pickleball is played May through September. Homeowners often have windows open during those months. He stated five of the homes are backed up to the valley. Those would be hearing pickleball extensively as would those who may work nights and sleep days. He stated everyday at 9:00 a.m. there are large gatherings of pickleball players. Saturday mornings the park is packed. There is an overflow of players playing with others out enjoying the park. Concerns coming from pickleball noise should be addressed before this is approved.

Mayor Tourville asked if his concern was with the new owners of those homes and pickleball noise. Mr. Krumrie responded yes. He stated there are numerous articles about this. In Apple Valley one resident complained 90 times. He asked if there was enough Staff to handle pickleball complaints. He stated he was concerned that what happened at the Rich Valley Complex could happen here. As a softball player at Rich Valley, they always wanted to get the times extended to 6:15 p.m. and 7:15 p.m. and go until 10:15 for those who work and need a later start time. The people that lived near the complex wanted the lights off at 10:00 p.m. He commented over time those residents will complain about pickleball courts. He plays at 7:00 a.m., if he is told he cannot play at 7:00 a.m. because Homeowners would be upset, it would be frustrating for him.

He stated he agreed there were too many homes for this development and do not fit into the existing neighborhood. He referenced the Comprehensive Plan on Page 38, #4 that says, "Ensure that new development areas are compatible with size and scale to existing and adjacent neighborhoods". These are not. It also states, "They should also reflect the history and character of existing residential neighborhoods and future infill development within those neighborhoods". These do not. "The number one environmental goal is emphasizing proper management of open space areas in order to

preserve the trees, steep slopes, and water quality, features of these areas". He stated none of this fit with what the development is trying to do.

Mr. Krumrie stated he was concerned with the retention pond. It would come down at the curve of the valley where it goes down to the baseball fields. Sometimes the fields have water and wondered if those would be playable. He stated the neighborhood has spoken about this and understand the property owner wants to sell, they feel these do not fit in the neighborhood. There are too many homes for the small area, having eight variances is a lot. He stated existing Homeowners have trouble getting things in this town, as happened with earlier Agenda Items. He stated Builders and Developers come in getting variances. As a long-time resident in the City, it is frustrating to see the Developer get everything where existing residents have more of a struggle.

Allen Egging, 6824 Booth Avenue East, owns the two-acre lot to the north of this development. He was concerned about having 10 lots on the property. There are minimum requirements for size and setbacks for a reason. 8 out of the 10 properties request variances stating practical difficulty. He commented the practical difficulty was trying to sneak too many onto the property. The number of houses should be decreased. He stated the water falls in the retention pond in the northeast corner of the property, adjacent to his property. There is concern with water coming down, more houses and more hard surfaces, there would be less absorption. That would be another reason to limit the number of lots.

Mr. Egging stated he has noticed increased pickleball noise at his home. He was unsure how cutting down 80% of the trees would help. Noise would bounce off homes. His recommendation to Council would be to disapprove this and see what other alternatives there are for less dense housing without variances.

Troy McManus, 6836 Booth Avenue, stated he has one of the smaller lots in the area and brought his plan because the City would not approve his property 80x200 feet. The neighbor, when subdivided, had to surrender another five feet by 60 feet to make a lot. He stated the lots need to be bigger to fit into the neighborhood. There are too many variances, there are Codes. He believes the lots could be bigger. He was concerned about the number of trees removed, when he removed his he had to replant some. He stated there are emergency vehicles that would come in, this would be a dead end with parking on one side. He questioned why Builders gets luxuries when Homeowners trying to build do not. He asked that all have the same Codes and variances.

He stated when building his property, he had to put his home 60 feet off the lot pins. This Developer is asking for variances for setbacks, he does not believe should be granted. He stated the same should be done with everyone in the Community. He agreed with the need for a rain and run off study for stormwater. The property slopes, there is a ravine, drainage comes off their backyards. He stated he does not want to compromise the goals and Codes in the City. He is concerned about the permeable soil. He asked what size the houses were, there would be sheds and driveways. He asked where the water would go.

Pamela McManus, 6836 Booth Avenue, stated she submitted an email to Council. She was not sure how the traffic and noise study could be done this time of year when the park is not as busy.

Jonathan Jordan, 9651 Hamlet Avenue South, Cottage Grove, stated he is the Realtor representing Marc. The property was purchased by the Homeowner's father in 1956. It used to be a wheat field. He added the following points:

1. The Homeowner (Marc) is a principle of real estate, has a quiet enjoyment of his property. He should be able to do what he wants to do with the property.

2. The Code for the property is being met. The normal standard for real estate is the highest and best use of the property.
3. He is following Code as much as he can.

He stated the neighbor's principle on Booth Avenue is they have theirs, but he cannot have his. The Homeowner cannot do what he wants on his land because it is affecting current Homeowners land. There are 14 lots on Booth Avenue, it is a dead-end street. There is not a turn around on Booth. He stated the Homeowners on Booth should have the same traffic concerns for their street as they do for the development street.

Mr. Jordan addressed the water concerns stating the holding pond is being designed for a 100-year average. When Booth Avenue homes were built the water issue should have been addressed at that time. He stated for lot size, across 70th Street and behind the homes, all the lots are much smaller. He stated the Planning Commission has done a great job working with Mr. Melvin. 17 stipulations were put into the preliminary plat approval that are being addressed.

Mayor Tourville stated pickleball noise could be an issue going forward. This is located next to an active park. He referenced Rich Valley Park stating the basketball and playground were put away from homes due to noise. He stated he would be interested in looking at the property with no variances to size of lots. He was confused by the road and was not sure if it was a park road. Mr. Jordan responded the County has said the road should come out to 70th Street, the park goes off of the road. There are new drawings underway.

Councilmember Piekarski Krech stated the current driveway goes away, the road going into the development is at the driveway to the park. Mayor Tourville stated a lot of streets built now only have parking on one side.

Mr. Moore discussed water run off on site stating City Engineering and Staff, and his Engineer have identified how to mitigate water issues. That is part of a plan being submitted for Council to consider. He stated road width and parking on one side is permitted within the City design convenience. The turn around for buses or Fire Trucks is designed and in compliance.

He discussed lot size and what neighbors have in comparison to what is proposed. If the neighbors in the future wish to subdivide their home and have their lots to comply, they would face the same issues being spoken of. He stated if going back and drawing up the site plan to be completely compliant, with minimal lot size based off City guidelines, the neighbors would lose more of what they are seeking to protect. 24 homes could be placed there meeting setback requirements and in compliance without a variance. The number was reduced to mitigate issues.

Mr. Moore stated the traffic study was done from a third party and is factual information about how much the impact of the Community would have on the traffic onto 70th. He was unsure how much traffic would be there 20 years from now. That traffic could be mitigated by further public improvements. He stated the variances afford a better Community for all neighbors. Not just those moving into the property.

He responded about pickleball noise stating he would have a professional noise study done. Before the final plat is approved, they need to present a noise study or a way to mitigate the noise. They would mitigate noise based on the recommendation of the noise study. He stated they want to put together a project that fits.

Councilmember Bartholomew asked what kind of product the 25 would be to get the higher density without a variance. Mr. Moore responded five acres allows for 4.5 units per acre. If building a retaining

wall in order to achieve maximum density, or fill, they can do that without asking for convenience. As a Developer they have dropped their unit count down to a number that is minimal and still leaves the integrity of the overall area.

Councilmember Bartholomew asked what the number would be to be compliant. Mr. Moore responded at 4.5 units per acre with close to five acres they could get approximately 24 to 25 units. Councilmember Bartholomew asked if there were drawings depicting this. Mr. Moore responded there is a site plan, they could get to 15 that complies without seeking variances. He stated they could share the site plan with Staff. He stated Staff suggested going to neighbors and trying to work collectively with them to bring a product that would fit for everyone. The initial plan had 15 units without variances. He stated due to neighbors comments they reduced it to 10.

Councilmember Piekarski Krech asked if they could build 15 without variances, why they need variances to build 10. Mr. Moore responded they do not, they could go back and redesign without variances. That would require retaining walls and eliminate a significant amount of vegetation. He stated they were trying to work with neighbors, bring in a public benefit, and have something that did not reach this level of contention.

Associate Planner Botten responded the three lots to the north requesting lot width requirements, the property boundary on Lot #5 could shift to meet lot width requirements. That still gets two lots there and eliminates variances. The lots are pushed back and would lose the trees preserved on the most northern part of the lot; those trees are staying. She stated situations with topography like this are why variances are being requested. Looking at the average of lot sizes of the development, they are exceeding the minimum lot size of 12,500 square feet. Some lots are larger, some are smaller.

Mayor Tourville stated it was difficult when hearing 25 versus 15. Associate Planner Botten responded 25 would not work. The Comprehensive Plan allows for four units an acre, 20 lots. Mayor Tourville asked if it was the same product. Mr. Moore responded yes. Councilmember Piekarski Krech asked if the Comprehensive Plan for the entire Community was for four lots per acre. Her understanding was three lots per acre. Associate Planner Botten responded it was up to four lots per acre. Councilmember Piekarski Krech asked if most of Inver Grove was built with three lots per acre. Associate Planner Botten responded yes, that was more the average.

Councilmember Perry asked what size the lot would be for the existing home. Associate Planner Botten responded Lot #11 was at 29,000 square feet. Roughly $\frac{3}{4}$ of an acre.

Mr. McManus asked why the existing Homeowner could not surrender more land for the lot sizes. He asked when the City approved his lot, they made them take five more feet of the neighbor's yard to make it work due to concerns for the permeable soil. He questioned if that was not a concern here. Associate Planner Botten responded they were still concerned about impervious surface. Mr. McManus disagreed stating when he wanted to build something a couple of years ago, he was told no because he did not have enough land to support. He asked why this proposal is supported when the land is smaller.

He asked what size homes would be on the lots or what the homes would look like. He stated they asked Mr. Moore for this information and have not received it. Mr. Moore responded they are the Developer, not the home builder. They are approving a pad size approximately 60 feet in width by 55- or 60-foot depth. That would support a foundation size of 1,500 to more. If a two-story home, that could be as much as 4,500 square feet. If it is a rambler, it could be 3,400 square feet. It depends on the product the builder builds. None of the homes would be less than 2,000 or 2,200 square feet and the value of the homes would be greater than \$400,000 in excess of \$650,000.

Mr. McManus stated he was not sure they could get that size of home on the property with setbacks without a variance. Mr. Moore responded the City has guidelines with Met Council for lot sizes and pad sizes. If a pad size is 1,500 square foot foundation size, the structure could be 3,000 square feet. He was not sure what the Homebuilder would build, it could be larger.

Mr. McManus stated he still had a problem with this. There was 25 feet being taken off of a 60-foot lot. That only leaves 40 feet wide. He requested seeing a drawing or information on paper. Mr. Moore stated he does not have the right to tell the person who purchases this lot, to come to him. There is not an Association, they should not have to come to him to share style or size of home. All he can do is share size of the proposed building pad, which is 60x50, equaling 3,000 square feet. They cannot deviate from building pads; it is part of the plan and plat being approved.

Mayor Tourville stated home size does not matter with an active park next door. With a preliminary plat there is not a picture of what the home/product would look like. Lots, stormwater, and road is shown.

Councilmember Perry commented if the second set of pickleball courts were built the sound would double. She asked Parks and Recreation Director Carlson if there were six more potential courts. Parks and Recreation Director Carlson responded prior to the pickleball court project there were two sets of two tennis courts for a total of four. One set of the tennis courts was added onto slightly making six pickleball courts. A similar thing could be done where the other tennis courts were in the future if wanted. Councilmember Perry asked if additional parking would be added. Parks and Recreation Director Carlson responded most of the time there is adequate parking, there are some occasions where there is not. Parking could be added to the pickleball location in the area west of where the future courts would be. It would be expensive based on grading and the retaining wall that would be needed. Councilmember Perry stated she lives in the area and drives by the park frequently and agrees it is in use from 7:00 a.m. to 7:00 p.m. daily.

Mayor Tourville stated they are not the type to look at tearing down every tree to get to the maximum. A noise study done in an active park in November or December probably is not the best time.

Councilmember Piekarski Krech asked about variances in the Staff report stating the Applicant is requesting variances on minimum lot size for Lots 1, 2, 3, 4, 9, and 10. If they do not already meet minimum lot size, she asked how that fits. She questioned widths for Lots 6 and 7. She is concerned about distances in between. She commented this is not the northwest area and she will not approve a house five feet apart. She is having a hard time reading and justifying how it all fits together. If needing that many variances from minimum lot size, how can there be that many lots from the number that already do not meet minimum lot size. Associate Planner Botten responded there would be six lots requesting variances from lot size and two from lot width. None of them overlap requesting both. Councilmember Piekarski Krech stated if they already do not meet minimum lot size, how can the Developer say he can put 15 lots in there when at 11, there is a problem. Associate Planner Botten responded the Developer could resubmit a plan if that is the direction Council wants. There are currently larger lots on the property where lot lines can be adjusted, build retaining walls, cut down more trees. She stated the current home is still a part of the development. There would be ten new homes and one existing. Councilmember Piekarski Krech stated it needs to correspond better with the area it is going into, instead of the northwest area guidelines.

Mayor Tourville stated new Council comes on January. This may be better served by letting the neighborhood know they should ask questions. He commented if he were coming back in January, he would like to see what the plan would look like without any variances. The ten lots may be the best thing to go in the area. If it is eight houses and still backs up to the pickleball courses, developments in

front of other developments may block out noise. He questioned if variances were more important than losing trees. He stated the Engineers can take a look at the water and ponding. More information is needed.

Mr. McManus stated with square footage, most of the lots are 10,000, 11,000, and one is 9,432 square feet. He suggested if wanting to bring the development in, make the lots bigger and sell them for more money. He stated nobody is opposing or saying they cannot do it, he asked they make the lots bigger and to fit into the neighborhood.

Mayor Tourville asked how many neighborhood meetings there were between the groups. Associate Planner Botten responded the Applicant held a neighborhood meeting prior to submittal of the request. Then they had the Public Hearing of the Planning Commission.

Mr. Moore stated he wanted to make sure nobody was misled:

Lot 1, Block 1 is 11,900 square feet.

Lot 2, Block 1 is 10,400 square feet.

Lot 3, Block 1 is 10,400 square feet.

Lot 4, Block 1 is 11,518 square feet.

Lot 5, Block 1 is 46,000 square feet.

Lot 6, is 14,000 square feet.

He stated there are no 65-foot width lots in this development.

Councilmember Bartholomew stated Lots 7 and 6 state 65-foot widths. Mr. Moore responded he is reading from the information the Engineer sent to him, the total dimension of the lot. Councilmember Bartholomew stated there are some that are 65 width, but 216 feet. Mr. Moore responded yes.

City Administrator stated the Application in front of the Council contains a certain number of lots. The Council can vote the Application up or down. He asked that Council not make changes to it, it has not been reviewed by the Planning Commission. It can be tabled to a date certain.

Mayor Tourville stated further communication needs to take place between the existing neighborhood and the Applicant. He suggested tabling and that there be a meeting between the neighborhood and the Developer. He asked what it would look like with no variances.

Motion by Piekarski Krech second Perry to deny.

City Attorney McCauley Nason stated basis for denial was not included in the packets. If there is a Motion or second to deny, grounds for that denial need to be made by the maker and seconder for the record. There are two separate issues for consideration:

1. Approval of Preliminary Plat.

2. Resolution related to Variances.

She stated she looks for Council to articulate the basis for the Motion to deny. For example: It does not comply with the requirements of zoning or subdivision Ordinance as related to lot size and lot width. Any other grounds the Council may want for basis of denial can also be done.

Councilmember Piekarski Krech agreed with what has been said about the number of variances for sizes and the width. She stated this is not the northwest area. Infill should match the area it is filling in, not something totally different.

City Attorney McCauley Nason clarified the request stating the Preliminary Plan approval is based on failure to comply with the existing City Code requirements related to subdivision and lot size. Grounds

for denial of variance is that it fails to meet the standards found in City Code related to practical difficulties for approval of a variance. The three criteria for issuance of a variance are not met.

Councilmembers Piekarski Krech and Perry agreed with the clarification.

Motion by Piekarski Krech second by Perry stated the Preliminary Plan approval is based on failure to comply with the existing City Code requirements related to subdivision and lot size. Grounds for denial of variance is that it fails to meet the standards found in City Code related to practical difficulties for approval of a variance. The three criteria for issuance of a variance are not met.

Councilmember Dietrich stated she would vote nay but would like to see more of a collaborative effort coming forward. Instead of denying the Homeowner the right to develop his property, do it in a way that would work better for the Community.

Ayes: 2 (Piekarski Krech, Perry)

Nays: 3 (Bartholomew, Dietrich, Tourville)

Motion failed.

Councilmember Bartholomew requested what this would look like without the variance request, with the variances, or another idea. He asked there be discussion to see if they could get this down to six or eight homes. He stated if thought to be able to fit 15 homes, show information on what that would look like. Mayor Tourville agreed and stated there needs to be more discussion. He suggested looking at the variances, topography, and the number of trees. More than one meeting is needed.

City Attorney McCauley Nason stated with respect to the variance, the first 60 days runs on December 18th. There could be a Motion to continue the item to the first or second meeting in January. Direct Staff to send a 60-day extension letter and request additional information related to other options for development on the property.

Councilmember Bartholomew agreed for the need to have further discussion. They all need to see the benefits of the current plan and a different plan. He commented this was too premature, too quick, options should be discussed. He was fine with discussion in February.

Motion by Dietrich second by Bartholomew to table this item until the first meeting in February, on February 8, 2021 at 7:00 p.m. with Staff requesting the extension.

Ayes: 5

Nays: 0 Motion carried.

Administration:

N. City Administrator Performance Evaluation.

Mayor Tourville stated the annual review was held. There will be a summary sheet that will go with it. He stated he received some emails for goals set for 2021. Satisfactory was the outcome from five Councilmembers. The recommendation was to deal with salary having a 3% adjustment. He stated there was no adjustment in 2020 and for it to be retroactive to January 1, 2021. Councilmember Piekarski Krech stated it was the same as all other employees. Mayor Tourville stated they are doing what all non-organized employees had done.

Motion by Piekarski Krech second by Bartholomew to approve the City Administrator Performance Evaluation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BUILDERS LOT GROUP/EAGLES LANDING - CASE NO. 20-38SV

Meeting Date: December 14, 2020
 Item Type: Regular Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the following for property located at 2655 70th Street;

- 1) A Resolution relating to a Preliminary Plat for an 11-lot single family development to be known as Eagles Landing,
- 2) A Resolution relating to Variances from the minimum lot size and width standards.
 - Requires a 3/5th's vote
 - 60-day deadline: December 18, 2020 (first 60 days)

SUMMARY

The applicant is proposing to develop a single-family project over the 4.95 acre parcel. A total of 10 new single-family home sites plus one lot for the existing home are being proposed with a public street to serve the lots.

ANALYSIS

The property is zoned R-1C, single family and guided LDR, low density residential. The LDR designation allows for a density up to 4 units an acre. The proposed development is at 2.2 units an acre, consistent with the comprehensive plan.

The lot areas range from 10,412 square feet to 46,072 square feet. Lot widths range from 65 feet to 123 feet. The applicant is requesting variances from lot size and width on a few of the lots.

The applicant is proposing a 50-foot wide right-of-way in the development. The proposed access would not be constructed on Park property, it would access 70th Street right-of-way. A public street connection to 70th Street is required and then the park entrance would connect to the new road.

The development abuts North Valley Park; the City is not interested in buying the property and is not recommending the developer provide any park land dedication for this development. Staff is recommending that the developer pay cash in lieu of land to comply with the park dedication requirements. The Park and Rec Director commented that noise from pickleball courts have been an issue in other communities. He is requesting a discussion with the applicant and the City prior to final plat approval on how to consider mitigating possible future noise issues.

Subsequent the public hearing the applicant submitted a cross section of the proposed development (see attached). The applicant stated the noise impact from the pickleball courts should be reduced by the proposed development from what it is today. As the cross-section figure depicts, fill is being added to reduce the direct path of the sound to the homes. Additionally, homes are being constructed which will provide much better sound reduction than scattered tree

trunks and overstory have provided. A noise study is underway to provide quantitative data to support what the exhibit appears to indicate.

The proposed development would comply with the R-1C standards relating to setbacks and impervious surface.

A tree preservation plan was submitted to the City, the applicant is removing about 80% of the significant trees on site. The property is allowed to remove 30% by code before reforestation is required. A preliminary review would require the applicant to plant 150 trees to meet the reforestation requirements. A revised landscape plan will be required with the final plat submittals.

The City Engineering Department has reviewed the plans and Barr Engineering has reviewed the stormwater plans. The infiltration basin located in the NE corner of the development is designed so that a 100-year storm event would not produce a higher flow rate than what currently exists on the property today.

The applicant is requesting variances from minimum lot size for Lots 1, 2, 3, 4, 9 & 10 and lot width for Lots 6 & 7. The requests relate to the design of a single-family development that is consistent with the comprehensive plan.

While this property is not in the Northwest Area Overlay, smaller lot sizes and widths are given flexibility and encouraged to be smaller where needed. The property demonstrates a practical difficulty in that the topographical challenges of the site have resulted in some lots not meeting lot width requirements while others do not meet lot size. None of the lots are needing a variance from both the lot size and width standards. The average size of the 11 lots is 16,747 square feet. Staff believes the property would be utilized in a reasonable manner providing a single-family development abutting other single-family homes and a City Park.

RECOMMENDATION

Planning Staff. Recommends **approval** of the requests with the conditions listed in the attached resolutions.

A condition has been added requiring the final plat to be heard in front of the planning commission to address outstanding concerns from the Commission.

Planning Commission. Recommended **approval** of the requests at the December 1, 2020 public hearing with the conditions listed in the attached resolutions (7-2). The applicant was present and four neighbors spoke against the request. The main concerns from the neighbors were traffic, noise, access and size of the lots. Minutes are not currently available from the meeting.

Attachments: Preliminary Plat Resolution
Variance Resolution
Cross Section
Planning Report

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: December 1, 2020

SUBJECT: BUILDER LOT GROUP (EAGLES LANDING) – CASE NO. 20-38SV (tabled from November 17, 2020)

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary plat for a 10-lot subdivision to be known as Eagles Landing, and variances from the minimum lot size and width, for the property located at 2655 – 70th Street. 26 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is proposing to develop a five-acre parcel just west of North Valley Park into 10 new single-family home sites and an additional lot for the existing home. The property is zoned R-1C, single-family residential and is guided Low Density Residential. The LDR designation allows for densities up to four units an acre, and the proposed development is at 2.2 units per acre. The lot sizes range from 10,400 to 46,000 square feet and lot widths range from 65 to 123 feet. The applicant is requesting variances for lot size and width requirements on a number of the lots. The applicant is proposing a 50-foot-wide right-of-way through the development and subsequent to the writing of the report the Fire Marshal has determined that parking would be allowed on one side of the street. The proposed street would access through the 70th Street right-of-way and then the park would connect off that new road. The Dakota County Plat Commission reviewed the plat and are requesting that the existing residential driveway on Lot 11 be removed from 70th Street and then connect to the new road. The County is also suggesting that the developer consider noise mitigation elements be incorporated into the development to address any noise complaints from 70th Street. The City is not interested in buying the private property and is recommending that the developer pay park dedication fees in lieu of land. The Parks Director commented that noise from pickle ball courts has been an issue in other communities, so he is requesting a discussion with the applicant and the City prior to final plat submittal to discuss how to handle possible future noise issues with the abutting pickle ball courts. The project complies with the R-1C standards relating to setbacks and impervious surface requirements. A tree preservation plan was submitted to the City later this afternoon and upon cursory review it appears that the applicant would be removing about 80% of the significant trees on the property and would have to plant approximately 150 trees to meet the reforestation requirements. A revised landscaping plan will be required with the final plat submittal. There is an infiltration basin on the northeast corner of the property that is designed so that a 100-year storm event would not produce a higher flow rate than what currently exists on the property. The applicant is requesting variances from the minimum lot size and width standards on a number of the lots. While this property is not in the Northwest Area, smaller lot sizes and widths are given flexibility and encouraged to be smaller where needed. The property demonstrates a practical difficulty in that the topographical challenges of the site have resulted in some of the lots not meeting width requirements while others do not meet lot size requirements. No lot needs a variance from both lot size and width standards. The average size of all 11 lots is 16,747 square feet. Staff recommends approval of the request. Staff received three emails that were provided to planning commissioners. One email is from several neighbors on Booth Avenue. Overall, the neighborhood is not in support of the request with the

concerns listed in the emails.

Chair Maggi asked for clarification of the ownership of the land.

Ms. Botten replied that the property is owned by Marcus Esparza and the applicant is the Builder Lot Group.

Chair Maggi asked if the land had been owned by that same person for quite some time.

Ms. Botten replied in the affirmative.

Chair Maggi asked for clarification of the existing home.

Ms. Botten advised she was not sure who currently lived in the home but stated the land it sits on is part of the existing parcel.

Chair Maggi asked staff to clarify the proposed access.

Ms. Botten showed where the park drive currently runs over onto the applicant's property. The property is currently not platted so the metes and bounds description shows the property going to the center line of the road. She is not sure of the history of why or how the driveway for the park property goes over onto an easement area on the applicant's private property.

Chair Maggi asked if that was a documented easement.

Ms. Botten replied that they could not find such a document. She explained that the applicant is proposing to construct a road into Eagles Landing that complies with City requirements; the access to the park would come off that new road.

Commissioner Niemioja asked for more information on the proposed infiltration basin.

Jake Moser, Civil Engineer, advised it is an existing low area that would be excavated into a stormwater basin.

Commissioner Wippermann asked what the setbacks would be, including minimum side yard setbacks or separation between houses.

Ms. Botten stated they would be in compliance with the standard R-1C requirements, including a 30' front and rear yard setback and a five-foot side yard setback from accessory structure and 10 foot from a principal structure.

Commissioner Wippermann asked if there was a 15-foot minimum separation as had been done in some other development.

Ms. Botten replied there was not since they were able to comply with the normal R-1C standards.

Commissioner Robertson asked if the two entrances would be overlapped off 70th Street.

Ms. Botten explained that there would be one public street access off of 70th Street into the development and then the park access would be off that public street.

Chair Maggi asked where future additional pickle ball courts would be located.

Ms. Botten replied that according to the Parks Director additional pickle ball courts were not planned for any time soon, but if they were added they would be located southeast of the existing courts. She noted that several parking spaces were added when this area was redone.

Chair Maggi asked if there was space available for additional parking.

Ms. Botten replied that they are not planning to add any additional parking at this time as the Parks Director believes there is adequate parking on the site.

Commissioner Challeen asked what options were available for noise abatement other than a wall.

Ms. Botten stated staff would suggest planting the required 150 additional trees on the south and east sides to help with noise mitigation.

Commissioner Simon asked where the water runoff from the additional impervious surface would flow.

Jake Moser, Civil Engineer, showed the direction the runoff would flow on a map. He advised that the runoff from Booth Avenue should flow down to the proposed stormwater infiltration basin in the northeast portion of the subject site. From there water would discharge into an existing ditch adjacent to the park driveway and then be directed north. They are required to match existing flow rates up to the 100-year storm.

Commissioner Simon asked if they were planning on putting anything on the west side of the proposed development to help catch the runoff or perhaps piping from one catch basin to another.

Mr. Moser replied that the preliminary submittal did not show any rear yard storm sewer, but a condition of approval is that their catch basin spacing meet the maximum spacing requirements. They would potentially have the option to construct side yard swales to direct the water from Booth Avenue.

Commissioner Simon asked who would oversee the maintenance of the infiltration basin.

Mr. Moser replied that the developer would enter into a Storm Water Facilities Maintenance Agreement with the City, which would detail the maintenance of the infiltration basin.

Commissioner Robertson asked whose responsibility it would be to do noise abatement, if needed would there be space dedicated for the construction of the noise abatement, and what would the impact of the noise abatement on the drainage system. In her opinion noise abatement should be dealt with during the development rather than later.

Ms. Botten clarified that no one is proposing to build a sound wall. They are just having discussions about whether there could be noise issues and possible ways of addressing it, such as installing thicker paned windows, planting trees, or recording an agreement against the property stating that the homeowners are aware they are building next to a park which may have noise associated with it. The City would not be responsible for noise mitigation for the park property. Noise from the pickle ball courts has not been an issue with this park but has been in other communities.

Commissioner Robertson asked for a clearer distinct plan for noise mitigation and whose responsibility it was.

Opening of Public Hearing

Steve Soltau, Builders Lot Group, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the staff report.

Mr. Soltau replied in the affirmative. In response to an earlier question, Mr. Soltau advised that the property owner lives in the existing home and is planning on staying there. He is subdividing his land into 11 lots, with which will be for his existing home.

Commissioner Simon asked if they had discussed how children would be picked up for school as she assumed a school bus could not turn around in the private cul-de-sac.

Mr. Soltau realized that they had not had a conversation with the transportation company but there was ample room for a bus to turn around. They have also ordered a traffic study and a noise study. Once those are completed, they will talk with staff and address any concerns the studies reveal.

Ms. Botten advised that the cul-de-sac is designed to handle a fire truck so a bus could use the cul-de-sac as well to turn around.

Commissioner Robertson questioned how they would perform a noise study related to pickle ball courts during the months when they were not in use.

Mr. Soltau stated they would take into consideration all noise that would be generated by the park and the roads. He noted that the homes themselves would create additional density and, coupled with additional trees being planted as a buffer, making adjustments to windows may be all that is needed. They will wait to see what the recommendations are going to be.

Chair Maggi asked the applicant what his response would be to the neighbors who state that this neighborhood is not consistent with the larger lots in the adjoining neighborhoods.

Mr. Soltau stated that around the metro lot sizes have gotten smaller as developers try to meet the Metropolitan Council and city guidelines.

Brett and Joy Phares, 6938 Booth Avenue, stated that most of their concerns were addressed in the letter provided to commissioners, but their main concern was the increased traffic from homeowners, trash haulers, delivery trucks, etc. They advised that currently it is unsafe to turn onto Booth Avenue from 70th Street and the additional traffic would only make it worse. The lots were also much smaller than the ones on Booth Avenue and it was confusing why a variance would be granted for these lots when they asked to split their property and were told it would not be allowed as their lot was too small. They noted that they can hear the pickle ball courts from their homes and it can get loud.

Chair Maggi advised the Phares' that commissioners received their letter.

Commissioner Niemioja asked if it was the 70th Street traffic they were most concerned about.

Ms. Phares replied in the affirmative, stating drivers are unaware of Booth Avenue and think

they are going all the way to Blaine Avenue, so they don't slow down.

Commissioner Niemioja asked the Phares' when they asked to subdivide their property.

Ms. Phares replied about 15 years ago they called the City and were told their lot was too small to subdivide.

Matt Krumrie, 6914 Booth Avenue, advised that the current owners' parents previously owned the property, stated no other city park allows an entrance to a park road on a neighborhood road, there will be increased traffic because of delivery trucks, food deliveries, homeowners, etc. driving in and out while pickle ball players are entering and exiting the park while cars are parked on both sides of the road. The County expects an increase of 1,000 cars a day on that road between now and 2040, which breaks down to about 50 cars an hour. That road will be much busier and congested. The proposed lots are very small and according to the comprehensive plan new development areas should be compatible in size and scale to existing adjoining neighborhoods. These lots, however, are not compatible in size to anything on Booth Avenue, up the hill, or across 70th Street. The comprehensive plan states that it is important to retain the rural character of the city by protecting and enhancing its natural features. When you enter this park area you feel like you are away from the city and the city should protect these wide-open spaces rather than squeezing in new residential. Everything the city stands for is being minimized with the eight variances being requested. There are too many unanswered questions like where the runoff will go and will the new pond overflow and run into the baseball fields. Other cities have complained about pickle ball noise and it will likely be an issue here as well, and once this is developed the City will never have a chance to buy it to expand the park.

Matt Mikel, 6850 Booth Avenue East, questioned whether there would be room to plant 150 new trees with the minimal amount of land remaining after the houses are built.

Troy McManus, 6836 Booth Avenue, stated that right now the existing trees buffer their homes from the pickle ball courts and he questioned who would replace their windows with thicker panes once the tree buffer was gone. The noise they get now is minimal but if 80% of the trees are removed and replaced with small trees it will be an issue. Also, it is already difficult to get out of Booth Avenue in the morning and it will be even more difficult if this development goes in. He is concerned too about the additional runoff from these homes, stating that in the spring the water comes from this neighborhood, down the road, and into the baseball fields. He agrees with his neighbors that the proposed lot sizes do not fit in this area, and he questioned why the applicants would get variances when they would not even consider giving him a variance of five feet when he built his house in 2005. All the variances will add stress to the area. The current low area is not a wetland, but he thinks it will become one because of this development and the fact that there is nowhere for the water to run once they start leveling it off. He thinks parking will also be a problem, and he questioned why the additional pickle ball courts that were previously planned for were put on hold.

Marjorie Savage, 6911 Booth Avenue, stated she would like to see a rendering of the proposed homes, stating if they were as tall as they are wide it would look overwhelming and unattractive for the area. She questioned why they would want to set a precedent of smaller lots.

Mr. Soltau pointed out that this application complies with both the zoning code and future land use plan in regard to density; in fact, what they are proposing is almost half what is allowed.

Ms. Botten advised that Mr. Soltau was having technical issues, but she believed he was trying to say that the comprehensive plan allows up to four units per acre, which would result in 20

potential lots on this property. The applicant is proposing 11.

Commissioner Simon noted that although a certain density is planned for, the comprehensive plan does not take topography, etc. into account for each specific lot. In many areas the allowed density would not be possible because of steep hills, etc.

Ms. Botten replied that is why they are proposing 10 new sites rather than 20. She stated there could potentially be some reconfiguration of Lot 5 to reduce the number of variances needed, but it would result in unusual property lines and would not change the number of houses that would be there.

Ms. Botten stated that she believed Mr. Soltau was also trying to make the point that originally their submittal was for 15 lots. After the neighborhood meeting, they reduced the number of lots to 10 new lots plus the one existing home.

Melvin Moore, Builder Lot Group, agreed that after the neighborhood meeting, they went back and had a conversation with the homeowners, and they agreed to make adjustments to allow fewer lots to work towards the goal of being sensitive of everyone's needs.

Commissioner Weber asked if staff knew what the right-of-way number was that runs in front of this property on 70th Street as he was trying to understand why the right-of-way was so unusual.

Ms. Botten advised that it is County right-of-way, not City, but she does not know the history of how the park property had the road installed where it was.

Mr. Moore advised that he employed someone from Assure Title to research that issue and to date they have not been able to find any recorded easements. It looks like it remains part of the property that was owned and is owned by the current owner.

Commissioner Simon asked if they would have perhaps moved that over to the entrance road because of topography.

Mr. Soltau replied it was moved to the current location so it would line up with the street south of 70th Street. They have not been able to locate the easement itself, but it is not a problem that it is routed that way. The County is just looking for it to have a single point of access on 70th Street and a full public street width. He advised that while he was having technical difficulties, he was able to hear that Ms. Botten addressed both of the points he was trying to make.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated this seems to be a situation where a piece of land has been sitting vacant for quite some time and the owner is now trying to use it within reasonable means. In her opinion this would bring some graduation from the size of the neighboring properties and moving into the park. She asked if the existing house needing to change their driveway should be listed in the conditions.

Ms. Botten replied that it could be listed, but it would be addressed at the County level.

Chair Maggi agreed with staff's suggestion of having homeowners sign an agreement stating they are aware they are building next to a park which will likely be noisy.

Commissioner Niemioja stated she understood the neighbors not wanting to see this piece of land be developed, they also had to balance the rights of the property owner to utilize their property. If this property owner is trying to reasonably use their property under the guiding principles and the zoning code the City has to respect that; however, they can control it somewhat. They cannot take away the property right of an owner without compensating them. If the City is not going to buy this land, and the Booth Avenue neighbors are not going to purchase this land, she would not vote to take away this property owner's right in this case without compensation. Perhaps the parks department needs to give this park more attention and maybe the police should get more involved in monitoring who is parking on the street in that park. People using the park should also feel free to contact the parks department when there are issues. She has found them very responsive. She noted that this is only the preliminary plat, and many specifics would be discussed before final approval. She also agreed that there should be some sort of clause saying homeowners are aware of the property's proximity to the park and they recognize there are adverse effects associated with a park. Regarding the noise concerns of the Booth Avenue residents, she believes the noise ordinance would protect them from that. She disagreed that these lot sizes were totally out of character for the neighborhood, stating the homes on Blake Path, in the same zoning district as this development, were around 12,000 square feet in size. Lastly, she questioned whether the city encouraging smaller lots where needed was a viable practical difficulty.

Commissioner Clancy stated he has personally witnessed the parking and backup along the street as well and agreed that they should look into some sort of enforcement, such as a fire lane, or sign posting. He reiterated that this was just the preliminary plat and further information would be divulged regarding noise, variances, drainage, etc. Lastly, he would like to see more information regarding the traffic report and whether it includes any information that might warrant further investigation into traffic coming in and out of these areas. At this point he would likely vote in favor of moving this forward.

Commissioner Challeen stated the reason this is before the Planning Commission for a variance is due to the lot size and width. She would prefer for there to be fewer homes so it could comply with lot size and width requirements, so no variance is needed. She would not be voting in favor of this request.

Commissioner Robertson stated she had significant concerns around noise. She advised that one of her family members purchased a home in March. In the spring they heard gunshots and discovered they were near a gun range. It ended up requiring legal action. Even if someone signs a paper acknowledging they are near a park, until they live it in the spring it is just words on paper. In her opinion the language in the conditions is much too vague for her to feel confident that people buying here have guaranteed noise relief or who would be responsible for it. She could not vote in favor of the request until that issue was addressed.

Chair Maggi asked if Commissioner Robertson was saying she would want a condition added that a noise abatement plan was provided prior to final plat.

Commissioner Robertson replied that a detailed noise abatement plan was built into the final plat.

Commissioner Kramer stated he is familiar with this area and at first questioned how they would fit 10 new lots into the proposed location. However, after looking into it more, and knowing that it complies with the zoning density requirements, he is in favor of the general concept. He stated if the proposed street was straight it would actually look very similar to how Booth Avenue is laid out. He sympathizes with the residents on Booth Avenue and understands that the lot sizes are

smaller than those on Booth. He did not see a practical difficulty; however, saying the stated one was weak.

Chair Maggi asked if anyone had thoughts on a practical difficulty for the requested variances on lot size and width.

Commissioner Niemioja suggested the challenging topography be part of the practical difficulty and stated she was in favor of the plat but would not support it unless a viable practical difficulty was determined.

Ms. Botten noted that topography has been used in the past as a practical difficulty.

Commissioner Weber stated that the proposed lot widths are similar to the neighborhood to the south and some of the lots on Booth Avenue, so he suggested the practical difficulty being that it was not out of character of the surrounding properties and topographical challenges.

Chair Maggi asked if there were additional conditions the planning commission wanted to add besides a final review of the traffic study, a noise abatement plan, and some notification to purchasers that they are buying a lot next to a park that would likely have associated noise.

Commissioner Simon asked if a noise study should be required as well.

Chair Maggi replied that the challenge is that there is no pickle ball at this time of year.

Planning Commission Recommendation

Motion by Commissioner weber, second by Commissioner Clancy, to approve the request for a preliminary plat for a 10-lot subdivision to be known as Eagles Landing, and variances from the minimum lot size and width, for the property located at 2655 – 70th Street, with the conditions listed in the report and additional Condition 15 that a traffic study be done to gain a better understanding of how this development will impact 70th Street traffic and Condition 16 requiring a noise abatement plan, with the practical difficulty being the topographical challenges and the proposed lot sizes not being completely out of character for the neighborhood.

Motion carried (7/2 – Challeen, Robertson). This item goes to the City Council on December 14, 2020.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

HEARING DATE: December 1, 2020

CASE NO: 20-38SV

APPLICANT: Builder Lot Group – Eagles Landing

PROPERTY OWNER: Marc Esparza

REQUEST: Preliminary Plat and Variances

LOCATION: 2655 70th Street

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single-family residential

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Dakota County Plat Commission

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is proposing to develop a single-family project over the 4.95 acre parcel. A total of 10 new single-family home sites plus one lot for the existing home are being proposed with a public street to serve the lots. The application consists of the following:

1. A Preliminary Plat for an 11-lot single family development to be known as Eagles Landing
2. Variances from minimum lot size for Lots 1, 2, 3, 4, 9 & 10 and lot width for Lots 6 & 7.

EVALUATION OF THE REQUEST

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

North – Residential; zoned R-1A, single-family; guided LDR, Low density residential
East - North Valley Park; zoned P, Institutional; guided Public Open Space
West - Residential; zoned R-1,C single-family; guided LDR, Low density residential
South - Residential; zoned R-1A, single-family; guided LDR, Low density residential

PRELIMINARY PLAT

Zoning and Comprehensive Plan Consistency. The property is zoned R-1C, single-family and is guided LDR, Low Density Residential. There are 11 lots proposed in the plat which yields a

density of 2.2 units per acre. The LDR designation allows for densities up to 4 units per acre. The proposed plat is consistent with the zoning and comprehensive plan designations.

Lots & Blocks. The lot areas range from 10,412 square feet to 46,072 square feet. Lot widths range from 65 feet to 123 feet. The applicant is requesting variances from lot size and width on a few of the lots. In the R-1C zoning district, the required minimum lot size is 12,000 square feet and 85 feet for the lot width. The variances are discussed later in this report.

Access/Streets. The applicant is proposing a 50-foot wide right-of-way through the development. The 28-foot street requires no parking on one side of the street. The proposed access would not be constructed on Park property, it would access 70th Street right-of-way. A public street connection to 70th Street is required. The road must be built to city standards and the park entrance “t” off of it or as approved by the Park and Rec Director and City Engineer.

Dakota County Plat Commission reviewed the request. Dakota County is requesting the existing residential driveway on Lot 11, that currently has access to CSAH 26 to be moved to access Bovey Avenue. Restricted access should be shown along all of CSAH 26. The right of way needs along CSAH 26 for a 3-lane/4-lane undivided roadway are 60-feet of half right of way, which is shown on the plat.

Traffic volumes on CSAH 26 are 9,500 ADT and are anticipated to be 11,000 ADT by the year 2030. These traffic volumes indicate that current Minnesota noise standards for residential units could be exceeded for the proposed plat. Residential developments along County highways commonly result in noise complaints. In order for noise levels from the highway to meet acceptable levels for adjacent residential units, substantial building setbacks, buffer areas, and other noise mitigation elements should be incorporated into this development.

A sidewalk is proposed on the west side of the street. Street lights at end of cul-de-sacs will be required. Details to be addressed in the development contract.

General zoning requirements. The project would comply with all required setbacks and impervious surface requirements in the R-1C zoning district. Impervious surface is determined by lot size. The required setbacks are 30 feet from the front and rear property lines, and the side setbacks are 5-feet for a garage and 10-feet for living space.

Landscaping. The Subdivision Ordinance requires one tree per lot. The applicant has provided a landscape plan which shows at least one over story tree in the front yard on each lot and additional spruce trees for the lots abutting the park property. Landscape requirements have been satisfied.

Tree Preservation.

The site is heavily wooded and grading and improving the site requires trees to be removed. The ordinance allows up to 30% of the significant trees to be removed before reforestation is required.

The applicant must provide a tree inventory for the site. A revised landscape/reforestation plan shall be submitted and included for approval with the final plat.

Park and Recreation.

Park Dedication - The development abuts North Valley Park; staff is not recommending the developer provide any park land dedication for this development. Staff is recommending that the developer be required to provide cash in the amount of the rates in effect at the time the final plat is approved. Current cash park dedication would consist of 10 lots X \$2,850 per lot = \$28,500. Park dedication is not required for the lot with the existing home.

The Park and Rec Director has commented that noise from pickleball courts have been an issue in other communities. The people moving into the development will need to recognize the pickleball courts where there first and the City isn't going to mitigate the issue without financial involvement from the developer. A discussion should be had between the applicant and the City prior to the final plat submittal on how to mitigate possible future noise issues.

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

Engineering. Engineering has reviewed the plans and is also utilizing Barr Engineering to review the stormwater plans. Engineering and Barr have prepared memos which cover detail comments on the plans. All of the comments must be incorporated into the final plan set when applicant submits final plat. A development contract, storm water facilities maintenance agreement and other related agreements shall be required to be executed between the City and the developer prior to the release of the final plat. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

Development Contract. A development contract will be required to address the improvements for the development such as streets, grading and storm ponds. The developer is required to enter into a contract with the City addressing the improvements and construction on site. A letter of credit equal to 125% of the cost of these improvements is required before release of the plat. This requirement assures the City that these particular improvements will be constructed to the satisfaction of the City.

VARIANCES

The applicant is requesting variances from minimum lot size for Lots 1, 2, 3, 4, 9 & 10 and lot width for Lots 6 & 7.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code

identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The requests relate to the design of a single-family development and this type of development is consistent with the land use designation of LDR, Low Density Residential. The requested variance standards are similar to those standards found in the Northwest Area Overlay District. While this property is not in the Northwest Area Overlay, smaller lot sizes and widths are given flexibility and encouraged to be smaller where needed. The requests can be found to be in harmony with city codes.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The density of the developed portion of the land is within the allowed density of the LDR district and consistent with typical R-1C zoned developments.

Due to the challenging topography on the property a couple lots exceed 12,000 square feet and a few lots fall short of the requirement. The average of the lot size is 16,747 square feet. Staff believes the proposed development to be reasonable use of the single-family zoned property.

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

The property is unique in that the topographical challenges have resulted in some lots not meeting lot width requirements while others do not meet lot size. No lot is needing a variance from both the lot size and width standards.

4. *The variance will not alter the essential character of the locality.*

The property to the west is developed with single family homes. While these homes have larger urban lot sizes, that exceed the minimum requirements in the R-1C district, the proposed development is not such a radical departure from standards that it would be out of character.

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

Economic considerations do not appear to be a basis or a sole basis for either of these requests.

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 the **Preliminary Plat** for the plat of Eagles Landing subject to the following conditions:

1. The final plat and plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	October 18, 2020
Landscaping Plan	TBD
Site Plan	October 19, 2020
Development Plan Set	October 19, 2020

2. A park dedication fee equal to \$28,500 (\$2,850x10) shall be paid to the City prior to release of the final plat.
3. The applicant and the City shall discuss how to mitigate possible future noise issues prior to the final plat submittal.
4. Prior to final plat approval, the final grading, drainage and erosion control, utility plans and storm water calculations shall be approved by the Director of Public Works.
5. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.
6. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
7. Street Lighting shall be required as identified by the City Engineer.
8. A tree preservation plan shall be submitted and approved with the final plat. The landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation.
9. A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
10. The Final plat and development contract shall be filed with Dakota County prior to any building permits being issued for the site.

11. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
 12. All final development plans shall be subject to the review and approval of the City Fire Marshal.
 13. The approval of the final plat is subject to the review and comment from Dakota County Surveyors.
 14. All required Dakota County permits shall be applied for by the applicant prior to any work being done in the right-of-way.
- Approval of the **Variances** from lot sizes and width subject to the conditions listed for the preliminary plat approval.

Practical Difficulty:

- The property would be utilized in a reasonable manner providing for a single-family development abutting other single-family homes and a City park. The variance requests do not appear to have any adverse impacts on the neighboring properties.
- While this property is not in the Northwest Area Overlay, smaller lot sizes and widths are given flexibility and encouraged to be smaller where needed. The requests can be found to be in harmony with city codes.
- The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

- B. Denial.** If the Planning Commission does not favor the proposed applications or portions thereof, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

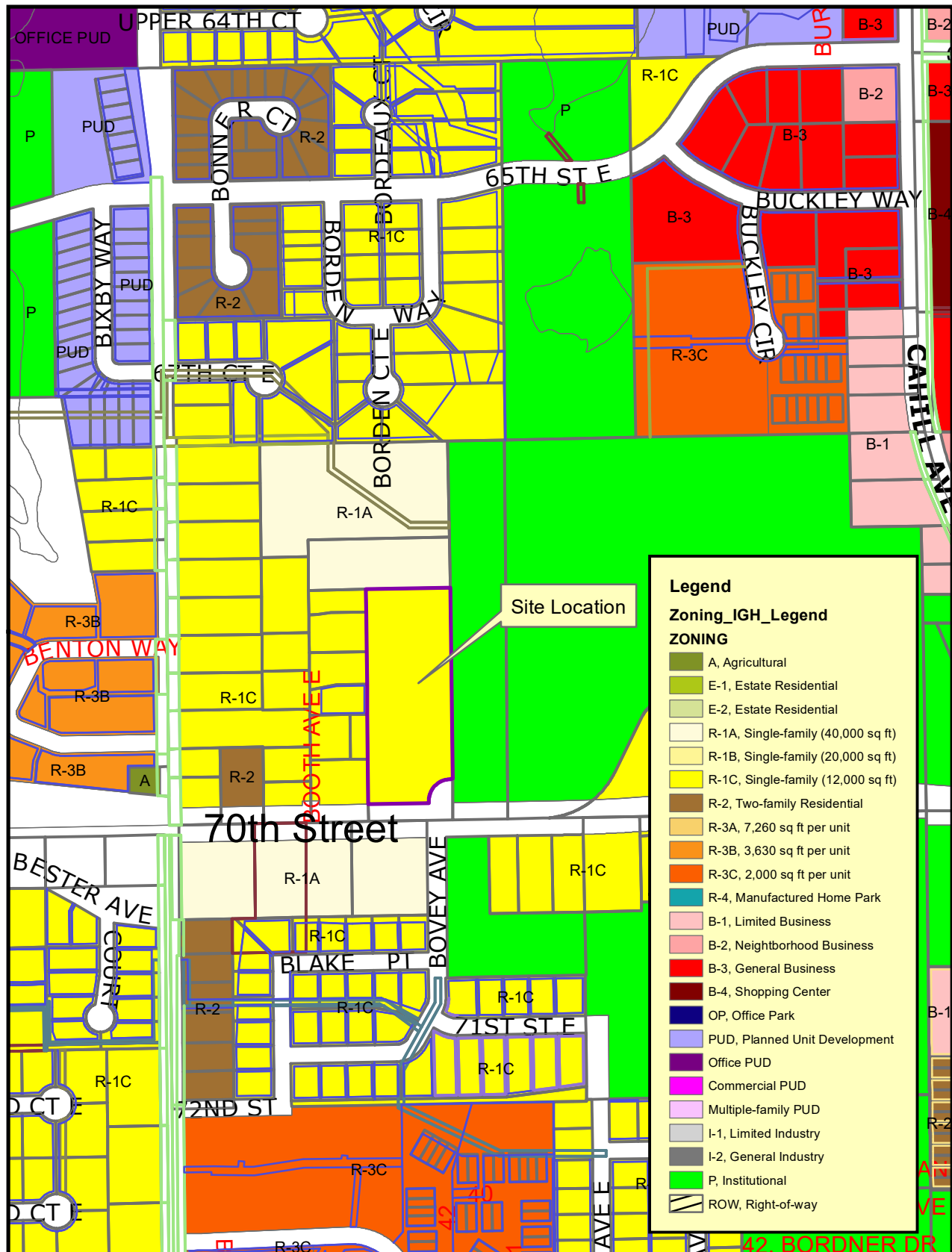
Staff recommends approval of the Preliminary Plat and Variances with the conditions listed in the report.

Attachments:

- Exhibit A – Location Map
- Exhibit B – Applicant Narrative
- Exhibit C – Preliminary Plat
- Exhibit D – Site Plan
- Exhibit F – Grading Plan
- Exhibit G – Landscape Plan
- Exhibit H – Neighbors comment



Case No. 20-38SV 2655 - 70th Street



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 OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

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

Map not to scale

**Request for Council Action**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill, Fire Chief	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Request approval for the Inver Grove Heights Fire Department to make application for a Staffing for Adequate Fire and Emergency Response (SAFER) grant.

SUMMARY:

The Federal Emergency Management Agency (FEMA) hiring grant is opening and will remain open for about a month. This grant, known as the Staffing for Adequate Fire and Emergency Response (SAFER) grant, was created for fire departments to enhance firefighter safety by adding needed full time staff to their ranks. This is a very competitive grant process. The Inver Grove Heights Fire Department applied in 2020 and did not get funded. As we did last year, we are again looking at applying for funds to cover the costs of hiring 9 full time firefighters.

This grant would cover wages, all benefits, including FLSA overtime, for 9 firefighters for each of three full years. The City would still be required to pay for anything beyond that over the 3-year period, such as cost of living and step increases, additional uniforms, non-FLSA overtime, etc. There is NO City match for this year's grant.

Adding 9 firefighters would allow us to add a second Duty Crew in the city. Adding this second Duty Crew would greatly increase safety for our firefighters as well as those who live or work in our city. It would also help stabilize the paid-on-call staff, lessening some of their requirements. Because of the increasing time commitments for being a paid-on-call firefighter, it is getting harder to both recruit and retain paid-on-call firefighters who do all of this work – in their spare time. Having a second Duty Crew in the city would also allow us to widen our recruitment area. Presently, we require a 7 minute travel time from home to a fire station. This could be increased to 10 minutes, opening our area to a larger pool of candidates. A second Duty Crew would also allow us to maintain our high level of service as the city continues to grow.

The fire department has done a very good job of keeping costs low for the residents by maintaining as many paid-on-call firefighters as we can. By having so many paid-on-call firefighters on staff, we have been able to provide a full-service Public Safety agency for a fraction of the cost of other departments.

Adding these 9 would not change that as we would still be a primarily paid-on-all department, therefore maintaining a very cost-effective response model.

If we were to be awarded this grant, the positions could be filled in late 2021 or early 2022.

Staff respectfully requests approval to allow the Fire Department to make application for a SAFER grant that would cover funds to hire 9 full time firefighters.

**Request for Council Action****TITLE:** Conflict Prosecution Contract

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 8, 2021	None	
Item Type:	Legal	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Bridget Nason	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

Minnesota Statutes, Section 484.87 requires that, with some exceptions, violations of state law that are petty misdemeanors or misdemeanors must be prosecuted by the attorney of the statutory or home rule charter city where the violation is alleged to have occurred. LeVander, Gillen & Miller, PA provides both civil and prosecution services for the City. In certain circumstances, conflicts may arise which may require the use of a conflict prosecutor to perform prosecution services on behalf of the City. The attached contract appoints the law firm of Dougherty, Molenda, Solfest, Hills, & Bauer, PA as the conflict prosecuting attorney for the City of Inver Grove Heights to provide conflict prosecution services on behalf of the City on an as-needed basis.

SUMMARY:

Council is asked to consider approval of the attached contract for conflict prosecution services.

CITY OF INVER GROVE HEIGHTS CONFLICT PROSECUTION AGREEMENT

This Conflict Prosecution Services Agreement (“Agreement”) made by and between the City of Inver Grove Heights (“City”), a Minnesota municipal corporation, and Dougherty, Molenda, Solfest, Hills & Bauer, PA (“Dougherty Molenda”), a Minnesota professional corporation.

RECITALS

- A. Minn. Stat. Sec. 484.87, subd. 3 requires that the prosecution of certain petty misdemeanor, misdemeanor, and gross misdemeanor violations of state law be handled by the City’s attorney.
- B. Under certain circumstances, such as the prosecution of an alleged offense involving city employees, council members, or when conflicts of interest may exist that would preclude prosecution of an alleged offense by the City’s prosecuting attorney, LeVander, Gillen & Miller, P.A., (“City’s Prosecuting Attorney”) the City may need to involve an outside prosecutor to provide prosecution services on behalf of the City (“Conflict Prosecution Attorney”).
- C. Dougherty Molenda is willing to provide Conflict Prosecution Services on an as-needed basis to the City.
- D. City and Dougherty Molenda desire to memorialize their agreement on the scope of work and fee arrangements.

I. DEFINITIONS

- A. **Criminal Prosecution** shall mean providing legal representation on behalf of the City for the enforcement of laws of the State of Minnesota or the ordinances of the City using the criminal justice system, other than those prosecution matters handled by the Dakota County Attorney. Criminal Prosecution specifically involves the prosecution of all petty misdemeanor, misdemeanor, and gross misdemeanor offenses as required by the provisions of Minn. Stat. Sec. 484.87, subd. 3, occurring within the City or where state statutes otherwise confer prosecutorial jurisdiction over the offense on the prosecuting authority for the City.
- B. **Conflict Prosecution Services** shall mean providing legal representation on behalf of the City for Criminal Prosecution when the City’s Prosecuting Attorney, in its discretion, determines a conflict of interest exists in a specific circumstance that warrants a Conflict Prosecution Attorney.

II. SERVICES PROVIDED

Dougherty Molenda shall provide Conflict Prosecution Services during the term of this Agreement.

III. FILES AND RECORDS

File Maintenance. Dougherty Molenda will keep complete files and records for all matters handled for the City for a minimum of seven years. Paper files and records may be scanned and stored electronically. An updated index of such files will be provided to the City upon request. Files no longer needed for current matters may be commercially archived, and any cost of said archiving shall be a charge, which may be billed in addition to the fees set forth in Section IV. If the City desires any or all of its files, Dougherty Molenda shall incur the copy cost on any file copies that Dougherty Molenda desires to copy and retain.

Pursuant to Minnesota Statutes § 16C.05, Subd. 5, as applicable, Dougherty Molenda agrees that the books, records, documents, and accounting procedures and practices of Dougherty Molenda, that are relevant to the contract or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Dougherty Molenda shall maintain such records for a minimum of six years after final payment.

Data Practices Act. Pursuant to the provisions of Minn. Stat. § 13.05 subd. 11, all data created, collected, received, stored, used, maintained, or disseminated by Dougherty Molenda in performing Conflict Prosecution Services on behalf of the City is subject to the requirements of Minnesota Statutes Chapter 13, and Dougherty Molenda shall comply with the requirements of Minnesota Statutes Chapter 13 as if it were a government entity. All data supplied to Dougherty Molenda shall be administered consistent with the provisions of Minnesota Statutes Chapter 13 and data on individuals shall be maintained according to the statutory provisions applicable to the data.

File Destruction. Dougherty Molenda may destroy files and records pertaining to a concluded matter seven years after the conclusion of the matter.

IV. FEES, CHARGES AND BILLING

Dougherty will bill the City monthly for the following fees and charges for Conflict Prosecution Services provided to the City as follows:

<u>Scope of Services</u>	<u>Fees</u>
Attorney	\$120/hour
Prosecution Assistant/Paralegal	\$90/hour
Photocopying/color copies	\$.20/page

Westlaw Legal Research

Actual Cost; not to
exceed \$300/month

Mileage Reimbursement

Applicable IRS approved rate

All time will be billed in minimum increments of one-tenth (.1) hour.

There are also various categories of advances and charges that Dougherty Molenda will periodically incur on behalf of the City, e.g. filing fees, costs of creation of exhibits, expert witness fees, court reporter fees, that will be billed in addition to the above fees and charges.

V. INSURANCE

Dougherty Molenda agrees that at all times during the term of this Agreement, it will maintain in force lawyer's professional liability insurance with a coverage amount of not less than \$2 million dollars (\$2,000,000.00) per claim, \$5 million dollars (\$5,000,000.00) aggregate. Dougherty Molenda shall provide the City with a copy of the Certificate of Insurance showing all of the coverages carried by Dougherty Molenda upon request by the City.

VI. TERM

This Agreement shall be effective as of February 8, 2021, and shall continue until such time as it is terminated by either party. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

This Agreement is executed by the following authorized representatives of the parties hereto:

**Dougherty, Molenda, Solfest, Hills
& Bauer, P.A.**

City of Inver Grove Heights

By: _____
President

By: _____
Thomas Bartholomew
Mayor

Attest: _____
Rebecca Kiernan
City Clerk