

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

Monday, February 22, 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 22, 2021, will be provided to the Council at or before the February 22, 2021, meeting.

Phone Number to Reach Meeting: 651-450-2471

1. Call to Order

2. Roll Call

3. Presentations

Recognition of Public Works Director Scott Thureen for 23 years of service to the City

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 19, 2021 Special City Council Meeting.
ii. Minutes from the January 25, 2021 City Council Meeting.
- B.** Disbursements for Period Ending February 16, 2021.
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Consider Acceptance of \$1,000 Donation to Police Department for Police Explorers Fund by Am Vets Post #1.
- F.** Consider Acceptance of Weber Wood Pellet Grill valued at \$1,600 Donation to Police Department to be used for Police Sponsored Community Events by Lowes.
- G.** Consider Resolution Approving The Settlement Documents Related To Two Lawsuits Involving The Property At 6425 Delilah Avenue.
- H.** Consider scheduling hearing for consideration of staff recommendation of denial for rental license application for property located at 6930 Crosby.
- I.** Consider Approving Two Purchase Agreements Relating to Land Swap Transaction with Kurt Rehtzigel.
- J.** Consider Resolution Supporting Parking Restrictions on Babcock Trail between 52nd Street East and 55th Street East.
- K.** Consider Resolution Appointing SEH as Temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights.
- L.** Consider Resolution Authorizing the Submittal of a Local Road Improvement Program Funding Request for City Project No. 2010-09F - Upper 55th Street.

- M.** Consider Resolution Authorizing the Submittal of a Local Road Improvement Program Funding Request for City Project No. 2016-17 - 117th Street Reconstruction Project (from T.H. 52 to Rich Valley Blvd.)
- N.** Consider a Resolution Receiving Petition and Ordering the Preparation of a Feasibility Report for Angus Avenue.
- O.** Consider Resolution Approving Proposal for Geotechnical Review and Recommendations for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects on Argenta Trail (CPN 2016-04 and 2016-05) and 70th Street (CPN 2015-08).
- P.** Consider Resolution Accepting Engineering Services Proposal from Kimley-Horn for Assistance in Submitting the New 2021 MS4 Permit Application.
- Q.** Consider a Resolution Receiving Amendment No. 2 to the Engineering Services Proposal from Wenck Associates, Inc. for City Project No. 2021-03 NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development.
- R.** Consider Resolution Accepting a Professional Services Proposal from Bolton & Menk to Complete a Sewershed Refinement of the NWA Served by the Robert and Argenta Districts (2015-20).

5. Public Hearing

- A.** Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for the 2021 Pavement Management Program, City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).

6. Regular

Community Development

- A.** Consider the First Reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use (Wenck Associates - Fortistar).

Administration

- B.** Consider First Reading of Ordinance Amending City Code Title 5, Chapter 4, Section 2(B)(3) Relating to Notification Requirements for Chicken License Renewal Applications.
- C.** Consider Resolution Appointing Heather Rand as Interim City Administrator and Resolution Appointing WSB to Provide Interim Public Works Director Services.

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

- A.** Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), for confidential attorney-client discussions concerning negotiations for Parcels 4 and 5 in the matter City of Inver Grove Heights v. Robert M. Dalsin, et al.

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 SPECIAL CITY COUNCIL MEETING
TUESDAY, JANUARY 19, 2021 - 8150 BARBARA AVENUE**

****Hybrid In-Person or Zoom Virtual Meeting****

A. Call to Order and Roll Call:

The City Council of Inver Grove Heights met in a Special Session on Tuesday, January 19, 2021, in the City Council Chambers. The Pledge of Allegiance was recited. Mayor Bartholomew called the meeting to order at 4:00 p.m.

Present In-Person were: Council Members Piekarski Krech, Dietrich, Gliva, and Murphy; City Administrator Joe Lynch, City Clerk Rebecca Kiernan, Community Development Director Heather Rand, City Attorney Bridget McCauley Nason, Police Chief Melissa Chiodo, and Finance Director Amy Hove.

Present Via Phone or Zoom: Fire Chief Judy Thill and Public Works Director Scott Thureen.

1. Discuss 2021 Legislative Platform and Bonding Requests.

City Administrator Joe Lynch stated annually the City Council considers and adopts a Legislative Platform to help inform our Community and others of our Agreement with several issues. The City is represented by three Agencies:

1. League of Minnesota Cities
2. Association of Metropolitan Municipalities
3. Municipal Legislative Commission

Legislative Agendas are something to make aware to the State Senator and Representative. If the City comes to the State with needs, they would be aware of what the City considers important.

He stated the second portion is a Bonding Request. There are four items. Direction from Council is needed if any, all, or none, are important and/or priorities for the City. Meetings will need to be established with the Senator and Representative to see if there is a possibility of receiving Bonding money. 2020 was a Bonding year, 2021 is not expected to be but there may be small local projects that would make their way into a smaller Bonding Bill.

He stated he is looking for agreement, input, comment, or feedback on the items specified and any changes desired. This item will be placed on the Council's Consent Agenda for approval on January 25th. Direction is needed on the Bonding items and their prioritization. He stated he would give the Council feedback on discussions he has had with the City Lobbyist, Katy Sen, from Messerli Kramer.

With the Legislative Platform, the City is a part of Organizations that try to protect local authority and local Government. When possible, they like to see decisions that local Governments are responsible for kept at the local level. They also have agreements on:

- The funding formula for Fiscal Disparities. Needs to be considered, looked over, and possibly redone.
- Local Government Aid. Currently not an Aid recipient. Not looking to change this. Looking for the potential for the formula change and perhaps redistribution of funding.
- A Net Fiscal Disparities Loser. Annually contribute approximately \$4 million dollars. 60% of all the new market value of commercial property created in the City goes into a pool and is redistributed. This formula was enacted in the late 70's early 80's, to try to redistribute wealth in the State of Minnesota, particularly in the Metro Area. The City contributes \$4 million dollars and gets back \$2 million dollars. He stated it was important to look at that formula and speak with other leaders in the State of Minnesota to see if there is a plan that can be drawn up that could more fairly distribute fiscal disparities.

City Administrator Lynch stated there are two portions for discussion:

1. Any feedback, comment, or changes on the Legislative Platform.
2. Direction on the Bonding Requests.

He stated there are specified amounts listed, discussion is needed to see if those are appropriate or specify another number. This will help while meeting with Legislators and trying to seek a Bonding request on particular items.

Councilmember Piekarski Krech stated last week she participated in the Zoom meeting about Government issues. She believes the 117th Street reconstruction needs to be #1. She commented the Public Works facility probably will not fit into a bonding issue.

Mayor Bartholomew agreed the Public Works facility would likely not fit into a bonding request. He stated the 117th Street reconstruction and modernization project is a very valid project that the City would need a lot of help. The area is not easily assessed with few properties. Councilmember Piekarski Krech stated it is a regional plus because garbage trucks drive down it. A street should be built. She felt this was most important for the economic viability of the Community. Mayor Bartholomew agreed. City Administrator Lynch stated the Lobbyist recommended that to be the strongest bonding effort.

He stated regional significance was not only because of the landfill but because of the connections with Highway 52. The on and off ramps would need better lane access. Flint Hills currently has problems getting on and off at times during rush hours. He stated the thought was to turn that into a four-lane road. The Counties desire is to swing it all the way over to 35 so it is a regional connection between 52 and 35. He stated its currently a City street that needs to be upgraded and reconstructed. City utilities would need to be removed from the center lane and put outside the road right of way. He stated the County does not like to have City services tearing up the County road in the event of a needed repair. This is a very significant costly project that involves the County, City, and State with regional significance and bears the #1 priority.

Councilmember Murphy asked if they are creating a priority list and if there would be a #2, and #3. City Administrator Lynch responded there are four items, having only one item on the list was fine. Councilmember Murphy stated he would not mind having discussion about adding the Public Works facility, that would be a big need. Councilmember Piekarski Krech agreed it was a big need but was not sure the State would agree. She stated she would rather not ask them for something like that. They could put all their attention on 117th Street. She believes they may have a better chance of getting it. She does not see the Legislature giving money for a Public Works facility.

Councilmember Murphy asked if there would be a downside to having two on the list, or a downside to asking. City Administrator Lynch responded because the expectation is that 2021 would be a small Bonding Bill, if there is a Bill at all, try to set themselves up for 2022 when they expect to have a big Bonding Bill again. He stated 117th would be something to try in 2021. Get the topic introduced with hopes 2022 is the year they would be included for some type of funding for the Public Works facility. From a strategic standpoint it makes sense, from an expectation standpoint it is not likely they would get any funding for that project in 2021.

Mayor Bartholomew asked if the Council should suggest two or three, he would be fine with two. The first being 117th Street and then discussion about the Public Works building. He asked the City Administrator if it would be wise to go in with three possibilities or two. City Administrator Lynch responded two would be sufficient. There has not been any funding or budget determined on the Rich Valley Trail Connection and does not believe they are far enough along with Heritage Village Park. The two identified, 117th and Public Works, with the expectation that Public Works would be a 2022 bonding project they would go after strongly.

Councilmember Piekarski Krech asked the City Administrator if he thought money would be received to put towards a Public Works building. City Administrator Lynch responded it was highly unlikely. The only reason she asked is to maximize whatever they can get rather than asking for something that may be questioned. She stated the City has been really lucky in the Legislature receiving a lot of money for different things that have been really helpful. She wanted to make sure to keep that. She suggested later possibly adding the inclusive playground. She commented it is a regional amenity, it has to have regional participation.

Mayor Bartholomew agreed he does not see Bonding coming through with the Public Works building. He does see the need with Heritage Village Park. If prioritizing, he would put 117th first and then Heritage Village Park. Councilmember Piekarski Krech asked unless they can figure out a way to make the Public Works facility benefit more than just the City. She stated for example the Training Center next to the new Fire Station. That helps with other Communities coming into Inver Grove Heights to train.

Councilmember Dietrich asked if there were implications in asking for the Public Works facility. City Administrator Lynch responded its hard asking local Legislatures to put their name on Bills and then are not funded. If done multiple years, one could “wear out your welcome”. He suggested going after strategic issues that have significant impact for other Governmental Agencies, such as State and County. 117th Street does, the Public Works facility does not. He stated they may be able to bring that item in if able to acquire the property. The trail around the waterbody behind City Hall needs to be fixed. It has been underwater and inaccessible for years and would need to be located at a different level. Another item is the runoff issue, it is a MnDOT Pond that takes water from Barnes, Highway 55, the City facility, and two properties the City owns at the end. Stormwater and water quality could be an approach. He stated the cost of Lobbying is another item. They pay Messerli Kramer and Katy to help. When having specialty situations, for example, if something were to happen with the Landfill, it is not included in the Lobbying Contract. If there was another item such as that the City would have to pay a cost over and above the general lobbying.

Councilmember Murphy asked if there was value in asking. He commented that maybe there was not as much value in the ask as one might think. He agreed 117th was more important. Councilmember Piekarski Krech asked if they could get money to purchase the land because it is a State Trail. It is the States trail and pond, would they help purchase the land to fix their problem. It would not cost as much, but there could be a chance.

City Administrator Lynch responded that may make a bit more sense, but the lower the City goes, the question may be asked as to why they need the State. He suggested a strategy be to identify one project, 117th Street. He stated the Bonding Committee goes out in the summertime, that would be an opportunity to have them come here, look at the site, discuss the trail, and start to set things up that way. The project could get put on their list as they go through the process in 2022 to get funding for reimbursement for the land, final design costs for Public Works, or if there is remediation of land, or fixing water quality issues for the State. That may be the opportunity to get funding at that time.

Mayor Bartholomew asked the Council if 117th Street should be the primary focus. There is also land acquisition for the building or the park. Councilmember Piekarski Krech suggested having the Lobbyist put those two out there for feedback. She suggested the group for the Inclusive Playground get together in the meantime. Those groups could start being more forceful about what is wanted. She commented it would be a regional amenity.

Mayor Bartholomew asked if it made sense to come in with the primary and have discussion regarding the other two. City Administrator Lynch responded the strategy would be to identify 117th as Priority #1. Priority #2 would be the Public Works Maintenance Facility with subpoint “a” for land acquisition, and subpoint “b” for stormwater or water quality improvement. He stated they could let Katy help determine how to approach from a Bonding request in 2021 or set the City up for 2022. Councilmember Piekarski Krech suggested Katy put feelers out to see

what the feeling is. She commented Inclusive Playgrounds are a big thing now, Dakota County should be helping more.

Mayor Bartholomew stated he would rather go in with two. 117th and land acquisition help with the Public Works Building. City Administrator Lynch stated with the Legislative Agenda Platform, there are no changes to the language as proposed. This would be on the Consent Agenda on January 25th. The Bonding Request Priority #1 would be the 117th Street Reconstruction and the ask for \$2 million dollars. Priority #2 would have two subsets; "A" land acquisition (a cost would be identified with this). Subset "B" would be stormwater or water quality improvement of MnDOT Pond. This will also be on the Consent Agenda. Mayor Bartholomew agreed. He responded about the platform and issues stating he agrees with all. If they are in an order, he would like to see fiscal disparity up higher along with Local Government Aid.

2. Considerations of Open Senior Management Level Positions and Organizational Structure. Positions to be discussed: City Administrator, Parks and Recreation Director, and Public Works Director.

City Administrator Lynch stated additional information has been given to Council. An Organizational Chart has been provided. One has all positions with current incumbents, one is without names to get a clear vision to the number, type, and alignment of positions. He stated he has a memorandum from 2019 when there was consideration of structure changes. There are three positions that would be open by the end of February:

1. Parks and Recreation Director. (Currently Open)
2. City Administrator
3. Public Works Director

There are short term and long-term considerations.

In the short term:

- Consider interim facilitation. Staff will need someone to help make higher level decisions on a regular basis, be it weekly or monthly.
- Also need someone to talk with the City Council about ongoing projects, status, and updates.
- Staff Liaison for the Park and Recreation Commission and for the Public Works Director to help with road construction. Road projects begin in February for the year 2021 when weight restrictions come off.

Options for each in the short term:

One option would be if there is anyone from within the organization for each position.

- For the Park and Recreation Position, there is not anyone that is interested. In his conversation with the former Parks and Recreation Director, due to the workload with Recreation Programming, the Community Center, and Parks Maintenance, it would be an overwhelming task for anyone currently in the organization.
- In Public Works. Same type of situation. Due to road projects that need to be designed, put together for bid, development happening, review of those plans, and meeting the expectations and standards of the City, there is not currently an internal candidate for an Interim position.
- For the City Administrator position. Someone has stepped up and said they would be willing to serve in an Interim Role. It would be the Community Development Director, Heather Rand. He stated he finds her to be extremely capable, professional, qualified, and able to do the job in the Interim.

Depending on the schedule, longer term considerations and decisions. This could be a five- or six-month timeframe. Depends on when individuals can start. In the Director level position, people coming from other Communities have at least a two week or more notification and departure timeframe.

He stated the longer-term option comes down to having the processes be professionally managed. An individual or firm would be in charge of each. Someone would help establish a marketing piece for the City to attract Candidates. There is also a built-in client list. They could actively recruit Candidates in each of the areas and

would help manage the Public Selection process. Information about Candidates is not public until they are considered to be a finalist. One has to be careful about providing Candidate information that should not be shared.

He stated there was discussion about the potential for restructure. In light of the fact there are three positions open, a City Administrator should be hired as the top Executive and reports to the City Council. That person should be on board before having serious discussions and have that person be a part of those discussions. He suggested holding off until the person is hired, then proceed. It may mean longer interim periods for Public Works and/or Park and Recreation positions.

City Administrator Lynch stated with the Public Works position, there are not ready-made solutions. There is not a pool like there is for City Administrators. He has spoken with the Public Works Director who is getting information from consulting firms, which is more typical of what is done. This method has someone with a professional Engineers Degree and Certification to serve in the role on an Interim basis. The challenge is the hourly rate charged, it is typically two to two and half times what is currently paid because they are working for a firm. He stated to make sure to have someone with that degree and expertise so expectations are met and can sign off on plan sets.

He suggested the following recommendations:

- His recommendation is to appoint Heather Rand as the Interim City Administrator. That the Mayor and Council negotiate the terms and conditions with her for that position. He stated they may need some back fill help in Community Development with current projects and may need some help on the executive support end as the Interim City Administrator.
- For the position of Interim Parks and Recreation Director he recommends Council consider the individual that was provided in the information Council received prior. This will be on the January 25th City Council Meeting Agenda.
- Recommends Council direct the City Administrator and Public Works Directors to seek Request for Proposals (RFP) from Engineering Firms to serve as Interim Public Works Director. Proposals may be brought forward and make a recommendation possibly at the January 25th City Council Meeting. That may be too soon based off the response time.
- Recommends Council move forward with drafting an RFP (Request for Proposal) to fill all three positions for the Parks and Recreation Director, Public Works Director, and the City Administrator, through a professional consulting search firm and utilizing their process for each.

Mayor Bartholomew stated the above mentioned will be discussed and brought back before the Council on January 25th. At that time, the Council would be looking for immediate resolution as to the Interim City Administrator. City Administrator Lynch responded the most immediate would be the Interim City Administrator and the Interim Parks and Recreation Director. The Public Works information would take longer and could take place at the first meeting in February. He suggested directing him to put together a Request for Proposal for a consulting search firm for all three positions, get it back to the Council for review and approval, and get it out as quickly as possible.

Councilmember Piekarski Krech asked if the search firm they had when finding a Police Chief covers all City Jobs. She was pleased with how they handled everything, did an excellent job, and were very professional. She would be comfortable using them again.

Councilmember Dietrich asked if this would be a Nationwide search. City Administrator Lynch responded if the Council would like it to be that way, it would have one type of budget, if across the Country it would be a different budget. Things to consider would be if they would be paying for the Candidates from outside the State of

Minnesota to come in. There could be expenses like hotel stays or flights. Councilmember Dietrich asked to see what those paradigms looked like. She asked who would do the negotiating. If looking for three high level positions, they are in a position to negotiate to get a better rate. City Administrator Lynch responded if a consulting firm gets all three, they could have an economy of scale, if doing them separately, they would likely pay more.

Mayor Bartholomew agreed an RFP would be appropriate. He agreed the firm that did the hire for the Police Chief was excellent. He liked the idea of the economies for scale. He stated he would entertain a nationwide search if whoever does the RFP would state the costs of nationwide, regional, and State. A decision could be made at that point. Councilmember Piekarski Krech did not believe regionally was too bad. Years back a nationwide search was done, it was extremely expensive, and they hired someone from Minnesota anyway.

Mayor Bartholomew asked if by direction, they could search that out and get further advice from the search firm as to what makes sense for the City. The size of the City, budget, size of business. There is national, regional, and State. City Administrator Lynch responded in writing the RFP there would be negotiating to answer that question more directly. The City Council would be negotiating that with them. Along with the price point, there is a timeframe. He stated they would have to think about cost, schedule, what is involved with the cost, the parameters that make it that cost, marketing piece, and recruiting. The Council can have the firm specify what is involved. He stated they would try to write a general RFP but will also include the fact they would consider a national search and ask what is involved. Mayor Bartholomew responded timeframe was just as important as cost.

City Administrator Lynch stated for clarification that on Monday, January 25th, Council would like to see the recommendation for Interim City Administrator. The Interim Parks and Recreation Director consideration has already been scheduled. If the information is available, the possibility for selection of an Interim Public Works. Council would like to see as early as possible, the parameters of an RFP. He asked if those were the steps and direction Council would like to take.

Mayor Bartholomew asked Council if that was enough time to look at the information on the proposed Parks and Recreation Interim. Councilmember Gliva suggested the position for City Administrator may be a better spot to focus. She was unsure they could make a decision on this so quickly.

Mayor Bartholomew asked if the Council should hold off for a bit and get the Interim City Administrator in place. Then look at the Interim Parks and Recreation Director with the full understanding of what they are getting themselves into. Councilmember Piekarski Krech stated from what she has read about Parks and Recreation, they need someone in there who can help. There is no current Parks and Recreation Director. She would be comfortable going with both on Monday.

Councilmember Murphy would appreciate more clarity about the “why’s” for an Interim City Administrator. He was unclear. City Administrator Lynch responded there are multiple reasons:

1. They are going to need someone daily that Staff and others can go to. To make internal decisions.
2. There are weekly Department Head meetings to discuss scheduling priorities, projects, and policy considerations. Someone needs to lead the discussion and bring it forward to the City Council for consideration and discussion.
3. Going to have other Interim hires needed. The City Administrator would be the individual designated to make those types of considerations.

He stated there are also relationships with the Chamber of Commerce and the School District. Someone needs to represent the City and communicate. There is the use of the VMCC and communications about youth sports. Someone is needed in the Interim role to help. He stated the person would attend City Council meetings, be sure

the directives by the City Council are followed up on, customer/consumer questions are dealt with and followed up on.

Councilmember Murphy asked if it was a factor of time. City Administrator Lynch responded it could take 20 to 25 weeks, depending on the type of search. A national search would take longer, metro would be shorter. Councilmember Murphy asked if the hiring done by the Interim City Administrator would be permanent positions. City Administrator Lynch responded yes. The recommendation is brought to the City Administrator who brings them to the City Council for final appointment. The Council has the final determination of full-time positions. Part time and seasonal are done by the City Administrator and not typically brought to the City Council for approval.

Mayor Bartholomew stated the proposed Interim City Administrator would not become the Interim City Administrator until parting ways with the current City Administrator. The Interim would be running the City administratively as well as handling the searches for the other two open positions. City Administrator Lynch responded that was correct. It would be that way until February 28th or March 1st unless the current City Administrator's services are extended by the City Council. City Administrator Lynch stated the benefit is he would be able to meet with Heather Rand and discuss things going on in the City. A number of them need to be brought up to speed such as land acquisitions and Legal issues.

Councilmember Dietrich thanked the Community Development Director for stepping up. She stated she wanted to be conscious about what the other options were, what other Cities have done. City Administrator Lynch responded the League of Minnesota Cities has a list of Interim City Administrators. Some are retired or in transition. That list can be provided. Items included on the list of names are size of City worked in and years of experience. He stated there may be firms that furnish this similar to what Consultant firms do for Public Works. The cost, at an hourly rate, would be significantly higher. He stated he was unsure of other Cities that have done that, but typically use someone from within the Organization or from the pool list.

Councilmember Dietrich was interested in seeing the list. She wants to be cognizant and let the residents know the Council/City is taking this very seriously, exploring every avenue, and trying to make the best decision they can. City Administrator Lynch stated he would provide the list to the Councilmembers electronically.

Mayor Bartholomew asked if Council wanted to discuss this on the 25th, wait, or have time to look at the information and discuss at the first meeting in February. Councilmember Murphy stated he would rather look at it sooner rather than later. Councilmember Dietrich wanted an idea about when the information would come forward. Councilmember Piekarski Krech stated even if receiving information now, they will not be able to discuss anything if having a meeting on the 25th. She questioned what the Agenda Item would say. It was not to appoint someone.

Mayor Bartholomew commented that moving it to the first meeting in February gives Council a chance to look at all pooled candidates, the in-house Interim, if there are other Interims to look at, and then make a decision in February. Councilmember Dietrich stated that would be consistent with the Interim Parks and Recreation Director. Mayor Bartholomew stated they could hold off until the first meeting in February and do the Interim City Administrator or the Interim Parks and Recreation Director. Councilmember Gliva asked if anyone would be interviewed by then and what the Agenda Item would be on. She asked if they would have time to do any interviewing to make a selection by the first meeting in February. Councilmember Piekarski Krech responded it would depend on when they get the list. The list could have multiple people or none. She said they could receive the information and have a discussion on Monday, see if anyone sees anything, and wants to move forward with interviews. Councilmember Gliva agreed with the sooner the better.

City Administrator Lynch suggested Monday's Agenda have consideration of the Interim Parks and Recreation Director. The February Work Session could have a continuation of the discussion about an Interim City Administrator versus interview Candidates from the Interim City Administrator list from the League of Minnesota Cities. Information would be back and ready for discussion about Interim Public Works Director. The Council could direct that be placed on the February 8th Agenda for consideration if finished discussing going forward with interviewing candidates from the League pool or going forward with the recommendation of an internal candidate, along with the Public Works Director potential selection.

He asked if Council wanted to have an RFP. He believed they could have one ready for discussion at the Work Session with action taken on February 8th. There could be discussion about all three positions at the Work Session with potential discussion/decision on February 8th. Mayor Bartholomew stated it was important to have the RFP discussion for the Work Session. He personally was ok with the Interim Parks and Recreation Director, there is a Candidate. If there are no objections, he would like to see Council vote on this at the meeting on Monday. He asked for Council's preference.

Councilmember Dietrich responded she would like discussion at a Work Session.

Councilmember Gliva asked if there was a description for the Interim Parks and Recreation Director position for the 20 hours of work, they would be doing. City Administrator Lynch responded there should be a list of high priority items for the individual.

Mayor Bartholomew stated information would be available for the Work Session and for the meeting on the 8th. City Administrator Lynch clarified Council's desire is to have further discussion/consideration about the Interim City Administrator position. There will be data on Public Works potential candidates for discussion. He stated he was uncertain as to the conclusion of the Interim Parks and Recreation Director position and if that was to be discussed January 25th or Work Session.

Mayor Bartholomew commented if any Councilmembers want more time, he will defer for more time. Councilmember Piekarski Krech asked if it could be discussed on the 25th and have a Resolution. If there is agreement on the 25th they can get the person. She was concerned about negotiations for property going on and not having someone in the position to take care of that.

Councilmember Dietrich asked who is part of the conversations for negotiations. City Administrator responded it would be the Parks and Recreation Director, himself, the City Attorney, and the property owner and their Legal Representative. He would continue to be involved in those discussions. The Parks and Recreation Director knows the property they would like to use, the usefulness of it, and works with the park preliminary design plan. Councilmember Dietrich stated there would be two parties that "know the ropes". City Administrator Lynch agreed.

Mayor Bartholomew stated he was comfortable with this coming to them on January 25th, as was Councilmember Piekarski Krech. Councilmember Murphy stated he was comfortable with the 25th. Councilmember Dietrich agreed with the 25th for discussion and possible conclusion. City Administrator Lynch responded this would be on the Agenda under Administration, with the potential for action if chosen.

City Administrator Lynch stated there is the option to entertain comments from the public. He commented the Parks and Recreation Commission was introduced to the individual being brought forward. The feedback was they were satisfied with the experience and Resume presented by the individual.

Mayor Bartholomew asked the City Attorney about notice for public comment and if able to allow discussion. City Attorney Bridget McCauley Nason responded the meeting did not include a public comment portion in the notice, the Mayor has the right to recognize members of the public to speak on any item at any time. If the Council/Mayor chooses they could take public comments. Mayor Bartholomew stated he would entertain discussion if the Council was in agreement.

Steve Cook, 9250 Inver Grove Trail, Chair of the Parks and Recreation Commission stated two other members are in attendance, those being Commissioner Greg Stone and Commissioner Derek Schwanz. Mr. Cook stated they support the hiring of the Interim Director. There is a lot going on with development and in the northwest and other areas. If it lags too long things would slow down. If hiring a City Administrator before the Parks and Recreation Director, it would really push things down the line. He stated the recent survey completed by citizens had strong comments about the Parks and Recreation program with satisfaction they hope can continue and keep the momentum going forward. He stated they advocate the Park and Recreation Commission be involved in giving input into the hiring of a new Parks and Recreation Director.

Police Chief Melissa Chiodo stated that not only do they want resident information when it comes to the hiring of the Interim position for City Administrator, she asked the Council to think about Department Heads. Everything that goes on directly impacts them in their day-to-day business and being effective as City leaders. She stated some things to consider if having an Interim and the 20 to 25 weeks it may take to hire and go with someone who is not familiar with the City. The Department is busy planning for some protests with trials that are taking place in March, and another one in May or June. Having someone come into the City that does not know what may be going on and have them leave after 20 weeks and have another person come on is going to make it difficult for them when doing these jobs. She stated she is planning for it, as well as Fire Chief Thill. All of this impacts their daily routine and everything they do. Not only does the Community have a stake in who is hired, they have a stake in every minute of every day in what they do and how it impacts them. She asked to consider Staff, how it impacts them, and what would make them successful as Department Heads.

Mr. Cook stated the Commission was very positive about Jon, who was proposed as the Interim. He has Recreation and Park experience. The combination he has had in many other Cities would help in the Interim period to keep the Parks and Recreation program going and moving forward.

Community Development Director Heather Rand stated the Administrator also provides day to day direction to Division Heads and Administration. This includes the City Clerk, HR, and IT. Someone needs to step up and provide that leadership. Those functions assist the City, but also provide services to other Department Heads. She stated many employees would be impacted. They are trying to keep things moving forward. She commented that is the interest and intent in suggesting having an Interim and/or Acting Administrator.

Fire Chief Judy Thill suggested getting an Interim City Administrator on as soon as possible. They all have different things going on with more being added as spring comes. Going to an outside Interim would have to get them up to speed and then having to get the new permanent City Administrator up to speed. She is in favor of Director Rand doing this on an Interim basis and working with her to keep things moving forward. She agreed the Parks and Recreation Director position be filled as soon as possible. She stated she was unsure of the background of the person but is supportive of doing that sooner rather than later. She requested keeping in mind that they are starting their budget process, there would be a chance an outside Interim would be steering the ship on the budget process. She stated whoever is chosen, internal or external, work closely with the Council on the budget process as it goes forward.

Public Works Director Scott Thureen agreed with what was said by the Fire Chief and Police Chief in the importance of getting an Interim into the City Administrator position. He stated Park and Recreation is important

due to what is going on with current operations. They need someone in the point position. He stated he would be able to get the information requested on the potential Consultant help with Public Works.

Finance Director Amy Hove agreed with the others stating it is vitally important to have people in the leadership roles to continue operations. There are a lot of aggressive projects going on. She stated she supports the internal Candidate for the City Administrator Interim position to keep the continuity of operations. She agreed with getting someone in the Parks and Recreation position.

Mayor Bartholomew stated the Council is aware of the challenges with three Department positions to fill. There are major projects, land acquisitions, and budget issues. He trusts the Council will work together to fill the positions with the best talented people they can find and keep the Staff in a well cohesive manner. He looks forward to the challenges and appreciates the dialog had this evening. He stated he believes we are on the right path and will continue that way. He thanked all.

City Clerk Rebecca Kiernan agreed with all that has been said so far. She commented things are changing fast, they need someone to “steer the ship”. She stated sooner would be better for those who are underneath the City Administrator.

Councilmember Dietrich thanked the Commissioners for being here and for the work they do.

B. ADJOURN:

Motion by Gliva second by Piekarski Krech to adjourn the Special Session at 5:19 p.m.

Ayes: 5

Nays 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 25, 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 25, 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 Community Development Director Rand.

Present via Zoom Video Conferencing/Phone: Information Technology Manager Gade, Recreation Superintendent Dorshak, Parks Superintendent Swoboda, Public Works Director Thureen, Assistant City Engineer Dodge, Fire Chief Thill, City Engineer Kaldunski, Associate Planner Botten, and Finance Director Hove.

3. PRESENTATIONS:

There were no Presentations.

4. CONSENT AGENDA:

- A.** Minutes from the December 14, 2020 City Council Meeting.
- B.** Disbursements for Period Ending January 19, 2021. **Resolution 2021-12**
- C.** Consider Approval of Rental Licenses.
- D.** Consider Approval of Personnel Actions.
- E.** Appoint City Employee Brian Swoboda to serve as Deputy Weed Inspector for 2021.
- F.** Consider Approval of Collective Bargaining Agreement with LELS Patrol Local 84 for 2021 and 2022.
- G.** Consider Approval of New Manager, Terrence Ruffen at Outback Steakhouse Inc.
- H.** Consider Approval of Agreements with Dakota County for Mendota Lebanon Regional Trail in Blackstone Vista and Blackstone Ponds.
- I.** Accept Final 2020 Donations and Grants for Various Parks and Recreation Programs.
- J.** Consider Proposal from HKGI to Assist with Comprehensive Park, Recreation, Trail, and Facilities Plan.
- K.** Approve **Resolutions 2021-13 and 2021-14** for two Conditional Use Permits to allow 24-hour child-care centers at 2855 47th Street (20-54C) and 5300 South Robert Trail (20-55C) for Sandra Perez.
- L.** Approve **Resolutions 2021-15** for two Variances relating to a maximum sign size in B-1 District and a maximum wall sign size in B-1 District for Garrett Stainbrook, CHS (21-01V).
- M.** Approve Purchase of Capital Equipment.
- N.** **Resolution 2021-16** Accepting Field Services Proposal from EOR for Inver Point Business Park Second Addition.
- O.** Consider **Resolution 2021-17** Accepting Proposals and Authorizing Consultant Professional Engineering Services for the Peltier Property located at 7250 Argenta Trail.
- P.** Consider Proposal from SRF for Assistance in Preparing a Local Road Improvement Program Application for City Project No. 2010-09F - Upper 55th Street and Utility Improvements. **Resolution 2021-18**
- Q.** Consider Proposal from Bolton & Menk for Assistance in Preparing a Local Road Improvement Program (LRIP) Application for City Project No. 2016-17 - 117th Street Reconstruction. **Resolution 2021-19**
- R.** Consider a **Resolution 2021-20** Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).
- S.** Consider **Resolution 2021-21** Accepting Engineering Services Proposals from WSB for the Canvas at Inver Grove Heights Development.
- T.** Consider **Resolution 2021-22 and 2021-23** Calling for Hearing on Proposed Assessment and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2020.

Mayor Bartholomew pulled Agenda Items 4J and 4R by request, and Agenda Item 4A.

Motion by Dietrich second by Gliva to approve the Consent Agenda with the exception of Agenda Items 4A, 4J, and 4R.**Ayes: 5****Nays: 0 Motion carried.****Agenda Item 4A. Minutes from the December 14, 2020 City Council Meeting.**

Mayor Bartholomew pulled Agenda Item 4A due to two Councilmembers who were not on the Council at the time of the meeting.

Motion by Bartholomew second by Piekarski Krech to approve Agenda Item 4A. Minutes from the December 14, 2020 City Council Meeting.**Ayes: 3****Nays: 0****Abstain: 2 (Murphy, Gliva) Motion carried.****Agenda Item 4J. Consider Proposal from HKGI to Assist with Comprehensive Park, Recreation, Trail, and Facilities Plan.**

Councilmember Murphy questioned the cost of creating a plan like this and asked what the extra \$33,700 was buying, and what \$20,000 of the \$53,700 is for. City Administrator Joe Lynch responded in March 2020 HKGI was hired to do a Comprehensive Parks Master Plan. The entire parks system, recreation programming, and facilities are looked into including land, structures, playground, fields, usage, the Community Center, and the Golf Course. He stated the original amount from March 2020 was to include: demographics, analysis, Community engagement assistance, inventory of existing systems (playgrounds, equipment such as backstops and tennis courts) and a trends analysis. That has been completed. Added is an additional \$33,700. He stated the Parks and Recreation Director left the City and was going to be a large part of the presentation of the plan once information was compiled.

City Administrator Lynch stated Community engagement was increased, several public events were held, but not well attended. They hope to get more stakeholder groups involved such as the Mountain Biking Club, Snowmobile Club, and the Dog Park group. Additional survey's will be offered and a weeklong survey interaction with members of the VMCC for input on programming. This includes aquatics, fitness, membership, and senior programs. A youth survey is also underway with ISD 199 to get youth input about what they would like to see or use.

He stated the Recreation Superintendent and Parks Superintendent can give more insight, but this would take them away from their daily tasks. The Interim Parks and Recreation Director had not figured into this as it was unknown at the time. If the position is approved later in the Agenda, that individual can participate. He stated the amount is for up to \$33,700. If the individual is on board and up to speed from the project that began in March, they may be able to reduce the hours from HKGI Staff.

Councilmember Murphy asked if there was still \$20,000 left of service. They are requesting an additional \$33,700 with a total of \$53,700. City Administrator Lynch responded the program began in March, the original contract was \$20,000, they have finished 80-90%. \$33,700 would be additional billing for a total of \$53,700. This would help with analysis, putting reports together, holding public meetings, trends analysis, census data, and GIS mapping. This is a different Contract in addition to the original work. Councilmember Murphy stated he struggles with the additional cost. He commented, if getting an Interim Parks and Recreation Director and the consulting firm, this would be a step backwards cost wise.

Mayor Bartholomew suggested tabling the item for now and waiting to see if the Interim Parks and Recreation Director comes on board, gives his analysis, and could do a presentation at the next meeting. Councilmember Murphy agreed. City Administrator Lynch stated there is no deadline. The item needs to be started so it is adopted in the middle of the year. He agreed with the recommendation to table and review.

Mayor Bartholomew stated he had questions similar to what was raised by Councilmember Murphy. One was if the final Contract were not to exceed \$53,700.

Motion by Murphy second by Dietrich to table Agenda Item 4J. Consider Proposal from HKGI to Assist with Comprehensive Park, Recreation, Trail, and Facilities Plan, to the next Meeting.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4R. Consider a Resolution 2021-20 Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).

Kelly Kayser, 1953 59th Court East, asked why the Bryant Lane project was put on the CIP in 2019. Feasibility states it was based on neighborhood feedback. She stated the Public Works Director suggested it be added to the 5-year Capital Improvement Plan in late 2019. As far as she knew, it was not petitioned and questions the nature of the feedback. When this project came on, the 50th Street East neighborhood was taken off. She asked what the rationale was in putting this neighborhood on ahead of others. Public Works Director Scott Thureen responded he recommended the addition stating in successive years on National Night Out when visiting a neighborhood, it was the topic of conversation with strong support. A resident in the area contacted him asking if it could be put into the CIP. Due to this, he recommended it be added. He responded about the other neighborhood stating the area was placed based on cost estimate and fit. There was not a lot of support from the neighborhood.

Ms. Kayser stated her project was on the CIP under similar situations. Some from the street associated to her project dropped out making the project more difficult for her street. She asked what the Pavement Condition Index Rating was for the streets, and if there were others that were worse. She questioned paying to have PCI ratings done every couple of years, and if fully utilizing the tool to prioritize projects. Public Works Director Thureen responded in looking at the entire PCI rating for all City segments, 40% have a PCI low enough to fall into the reconstruction category. Prioritizing within the category would be difficult. Mayor Bartholomew asked if this street is at or below 40%. Assistant City Engineer Steve Dodge responded PCI's are rated through a program, several in the area are in the single digits. 30 or below would be a reconstruction stage, these streets are ready for an improvement project.

Ms. Kayser commented about streets platted in 1996 and 1997 and are about 24 years old stating according to the open house the only maintenance done in that time was crackseal/chipseal over 2003 and 2004. She asked why more maintenance was not done since the street was constructed before a Pavement Management Plan was implemented in 2001. Assistant City Engineer Dodge responded having the crackseal/chipseal done in that timeframe was normal based on the Pavement Management Program approved. The reason they would not have a chip seal again after 2004 is because the streets would have been rated too poor to receive it seven years later in 2011 or after.

Ms. Kayser asked if there was a reason why Forest Haven streets are not being considered for improvement, the pavement looks worn. She asked if they would be missing an opportunity to save money by not having the street done at the same time. Public Works Director Thureen responded it was a different type of street. Conversations had been had with that neighborhood about what it would take to bring the street up to standards. It was a blend of rural section with unique drainage components. Some drainage was worked on in early 2000, at that time there was no interest from the neighborhood in doing anything with the street.

Ms. Kayser asked why the shift between the open house and the feasibility being presented to the Council, in moving the assessable portion of the Blackberry Trail segment be fully funded by pavement management. Forest Haven residents benefit from that improvement. She stated in 2017 Bancroft Way had a similar situation with a small segment coming into the neighborhood, all the townhomes were assessed for the small portion. She asked why that was not considered. She stated by pulling out \$552,355 for street, almost \$51,000 for stormwater, a 35% assessment rate, is roughly \$200,000 in assessable improvements now being paid by pavement management. Public Works Director Thureen responded the adjacent properties have a City owned parcel on the east, a development on the west side, and a shared basin where there is a considerable amount of public stormwater

that runs into it. After discussion, it made more sense because of the situation and the benefiting properties on the segment to have the City pick it up. Ms. Kayser stated the people in the townhomes did not want to pay for the segment in the Bancroft neighborhood.

Ms. Kayser asked if Forest Haven residents get the benefit for that. Assistant City Engineer Dodge responded there is a City parcel on the east side, the adjacent front footage on a non-single-family parcel is what would be assessed, the west side has another pond related to the business complex that has a large easement and City water from Upper 55th Street is put into the pond and interacts with the pond across the street. Due to those reasons, they determined it should be the City benefitting on both sides. He responded about the question regarding Bancroft stating that situation would have been an Association that had entrance road, had benefitting land, and split the cost of the front footage only. The only front footage related to Forest Haven would be a small lot which is not assessed unless their driveway connects to the street. Ms. Kayser stated her question was if the Forest Haven neighborhood benefits from the street being replaced as it is the only entrance into their neighborhood in the same way it was the only entrance into the Bancroft project. She questioned why it was originally put in the estimate for Bryant Lane. Assistant City Engineer Dodge responded when preparing the feasibility report, it was his and Staff's oversight. Based on neighborhood feedback, and not knowing the history of the neighborhood, he was able to be more informed and make adjustments to the feasibility report prior to coming to Council.

Ms. Kayser asked why the Blackberry Trail segment comprises 27.5% of the total street improvement cost and why it was so expensive compared to the total street improvement. Assistant City Engineer Dodge responded that segment of road is wide and incorporates a higher cost.

Ms. Kayser asked why no parking restrictions are being proposed on the project. Residents on 60th Street East expressed in the feasibility report concern over loss of on street parking and do not want no parking signs posted in their neighborhood. She stated the City's response was "City Policy requires a 20-foot-wide access for fire and emergency vehicles. The proposed 28-foot-wide roadway width allows for on street parking on one side of the street and no parking per City Policy would be signed on the other side of the street". She stated she is pro parking and feels the neighborhood should stay the way it is. She pointed out the inconsistency with last year's project stating those are her neighbors and she knows many would like more on street parking.

Ms. Kayser referenced a cul de sac on Bradbury Court that has a center island and Atwater Path and 55th Street were told their cul de sacs would be signed no parking. She asked why there was a difference with this project. Assistant City Engineer Dodge responded when doing a pavement improvement project for a neighborhood, they propose status quo for parking until an official Policy is in place through Public Safety and Council. He was not aware that procedure has been addressed. Ms. Kayser commented this has been discussed over the last five years. It was not fair to tell some neighborhoods there is a City Policy and for others to not mention it.

Ms. Kayser stated she has been told new streets are being constructed according to City standards since the Pavement Management Plan went into effect. She asked what assurances they have that new streets, in the northwest quadrant, are really being built to a standard that would exceed 24 to 25 years. Public Works Director Thureen responded he could show her how they are being constructed if she would like to stop in. He stated northwest area streets are being constructed to current design standards. Ms. Kayser asked if they were supposed to last 50 years. Public Works Director Thureen responded they are following the model to do the appropriate treatments at the appropriate time. She asked if there was a plan in place to ensure the model is followed for maintenance. For example, the Pavement Management brochure states there are three sealcoats before the first mill and overlay, spaced out over a period of time. She asked if that was what they were going by. Public Works Director Thureen responded funding is needed to make the model work. She asked if it was built into the 10-year CIP Plan drafted in August. Public Works Director Thureen responded crackseal/sealcoat gets a fixed budgetary number based on an allocation received from maintenance and State Aid. Ms. Kayser stated this was why a collaborative effort was needed.

Councilmember Gliva stated the Bryant Lane project is her neighborhood. She was on the meeting on Tuesday, but there were technical issues with the presentation and was unable to view. There was a neighborhood meeting over the weekend, the consensus is the neighborhood believes they need new pavement. The questions they have now is making sure with work being done, how necessary it was, if new curbs were needed, if road soil were needed, or if full pavement only could be done to save costs. She stated once the neighborhood

has that information, they would probably want to hear more at the February 11th meeting. She thought all were in agreement that the street needs to be repaired.

Mayor Bartholomew asked if considering the Resolution and scheduling the Public Hearing if questions could be answered and if modifications could be made as requested by residents. Assistant City Engineer Dodge responded they would be prepared to present options.

Councilmember Dietrich asked about parking and how they could have uniformity before there is a Statute. Fire Chief Judy Thill responded she would present different options for the Council to discuss at the next Council Meeting. Options would include present cul de sacs, future cul de sacs, and reconstruction. It would be up to the Council to decide direction. She stated Public Works would take it from there and sign, resign, or eliminate signage depending on Council's decision.

Kelly Kayser stated this is one of those topics' residents do not know about unless their street is getting done. People may be upset if adopting a Policy before resident awareness. She suggested awareness to residents would be helpful. Mayor Bartholomew asked Fire Chief Thill if communication could be kept open, to make sure this is fully disclosed on the website and Social Media, and the potential effects to all residents. Fire Chief Thill responded she would make sure that happens.

Councilmember Gliva asked how it would work if the project changes and if the dollar value would be looked at. Councilmember Piekarski Krech responded they are only accepting the feasibility report and setting up the Public Hearing at this time.

Motion by Gliva second by Murphy to approve Agenda Item 4R. Consider a Resolution 2021-20 Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).

Assistant City Engineer Dodge stated the Public Hearing would be scheduled for February 22nd.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Consider Approval of New Additional Business Owner, Keith Gliva, Mississippi Pub.

City Clerk Rebecca Kiernan stated when it comes to additional business owners, a background check is done. Mr. Gliva has bought into the business and has provided and paid the appropriate fees. Background came back with no basis for denial. Recommendation is for approval.

Motion by Piekarski Krech second by Dietrich to close the Public Hearing at 7:50PM

Ayes: 4

Nays: 0

Abstain: 1 (Gliva) Motion carried.

Motion by Piekarski Krech second by Murphy to approve New Additional Business Owner, Keith Gliva, Mississippi Pub.

Ayes: 4

Nays: 0

Abstain: 1 (Gliva) Motion carried.

B. Consider Approval of 8 New Officers for Loyal Order of Moose Lodge #1088.

City Clerk Kiernan stated there were eight new Officers for the Moose Lodge. All went through background checks, there was no basis for denial.

Motion by Piekarski Krech second by Gliva to close the Public Hearing at 7:47PM**Ayes: 5****Nays: 0 Motion carried.****Motion by Dietrich second by Gliva to approve 8 New Officers for Loyal Order of Moose Lodge #1088.****Ayes: 5****Nays: 0 Motion carried.****C. Public Hearing to Consider a Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, and Authorizing Land Acquisition Services for the 2021 Pavement Management Program, City Project No. 2020-09D – Delaney Circle and Delaney Court Improvements. Resolution 2021-24**

City Engineer Tom Kaldunski discussed the 2021 Pavement Management Program, City Project No. 2020-09D Delaney Circle and Delaney Court Improvements:

Project Overview:

- Petition was received from the neighborhood. Council viewed the petition in June 2020.
- Partial reconstruction of Delaney Circle and Delaney Court.
- Some roadway/driveway culvert replacements and minor ditch grading improvements.

Proposed Street Improvements:

- Rural section road. Following City standard.
- 24' of pavement with gravel shoulders.
- 6" of gravel base on 4" of bituminous surface.
- New bituminous pavement placed.
- Reclaiming existing aggregates and using them on the project.
- No subgrade work.
- Some ditch work.
- Some aprons and culverts are old, they are showing signs of wear or having issues with sediment.
- There are no City utilities. Sanitary sewer and water proposed.
- No assessments related to utilities.

Preliminary Stormwater Improvements:

- Improvements are being done to take care of issues.
- Inspections have been done on culverts.
- Other culverts in the area are in good shape.

Preliminary Project Cost and Funding:

- Total Project Costs:
 - Street: \$856,225
 - Storm: \$87,910
 - Total: \$944,135
- Total Project Funding:
 - Pavement Management Fund: \$598,535
 - Assessments: \$345,600
 - Total: \$944,135

Total assessments are 37% of street and storm project cost utilizing a \$9,600 per recommended assessment cap.

Assessment Map and Preliminary Assessment Amount:

- Preliminary City Policy Assessment Amount: \$14,424.28
- Preliminary Special Benefit Assessment Cap Amount: \$9,600

He stated they are seeking input from the public and have held informational meetings. The proposed assessment will not reach the City Policy amount due to the Assessment Benefit Cap. Special assessments are spread over a ten-year time period at an interest rate the City receives for Bonds and some administrative costs.

Project Schedule:

- Informational Hearing held on January 12th. Attended by Project Manager Jake Moser and Luke from Kimley Horn
- Public Hearing conducted on January 25, 2021

- Approve Plans and Specifications, Authorize Bidding: March 22, 2021
- Bid Opening: Late April 2021
- Assessment Hearing Informational Meeting: May/June 2021
- Assessment Hearing, Award Project: June 28, 2021
- Begin Construction: July 2021
- Project Completion: 2021

Jeff Dahn, 8341 Delaney Circle, stated he has lived here since before the road was built. He began the Petition. He has a breakdown of costs for the project and commented there are areas that are doubling and tripling in cost. The real cost should be approximately \$550,000. He asked how they got from \$550,000 to \$944,000. He stated he has done heavy civil construction for 40 years and has worked with Kimley Horn. He met with Kimley Horn today and cannot figure out why this job is being built the way it is. He listed the following points and questions for Council consideration:

- Shouldering and topsoil are doubled up. Either/or is usually done. Prices are included for both.
- Stormwater improvements do not have anything to do with this road. That landowner has been fighting with the City for 10 years and now it is trying to be rolled into the project. He stated it needs to be taken out of the project.
- The road is simple, they should reclaim, grade, and pave it. There is no curb, signs, lighting, or castings. It could be done in two weeks.
- He offered to show the Council the breakdown of where costs were doubled and tripled. He stated ditches, culverts, and stormwater improvements cannot be rolled into the pavement project.
- Referenced Indirect Costs at \$187,300 and asked what the money was being spent for.
- Asked about the 10% contingency of \$60,000. Questioned why that was so high and what it was for.
- Total construction costs are \$608,000.
- When doubling up on shouldering and topsoil, there is \$70,000. It does not need one yard for topsoil. He stated it is either shouldered or topsoiled, both are not done but are included.
- For the granular borrow, there would be extra Class 5 on the project. The City should use the extra, they should not haul it off.
- Asked why a simple project is subbed out to Kimley Horn. Questioned why they would not have done it in house.
- Asked what the cost was to Kimley Horn.
- Referenced stormwater improvement stating it should not be involved in this project. Did not feel it was right to roll that into this project.
- Mobilization was listed for the project twice.
- Contingencies are in there twice for the same project.
- Asked what right of way costs were \$3,000.
- If not doing the topsoil, seeding, and mulching is not needed.

He stated the neighbors want the project to go ahead. He would be glad to sit with Engineers and show them where they are doubling up.

Mayor Bartholomew stated they would get answers and conversations going on the issues brought up.

City Engineer Kaldunski responded to some of the issues and questions raised:

- Asked about an estimate of \$680,000 for actual construction costs compared to the estimate stated by Mr. Dahn for \$550,000.
When projects go out for bids, a final design is done. When having a bid in hand it could be closer to Mr. Dahn's number. The bidding process makes it public and gives the most cost-effective estimate.
- On top of that, there is LEAF (Legal, Engineering, Admin, and Finance) causing the additional cost from \$680,000 to \$950,000. The 28% covers potential engineering costs, financing and bonding costs, administrative time, paying for Bonds and interest, and the engineering estimate.
- Responded about doubling up stating they are not intending to double or triple items up. Line items and contingencies may look the same. For example: If doing a contingency of 10% and LEAF of 28% for street work and notice a similar line item with the same figures for storm drainage, that is the percentage applied for those. It is not doubling.

- Regarding shouldering or ditching the road, the City has always received input from the public about issues in the area. Feedback was received about some of the drainage issues, due to that it is proposed to address the necessary drainage issues in the neighborhood.
- Included with the City's scope are culverts estimated to be around 40 years and showing wear, tear, rust, and erosion. Those items are being corrected with the ditchwork.
- When doing ditchwork, a proper ditch is put in.
- When shouldering, an in slope is done and have to regrade to make sure it is safe. This means down to the bottom and up the other side.
- Both shouldering and ditch slopes need to be done in some areas.
- Erosion control includes good topsoil to make sure grass grows after.

City Engineer Kaldunski stated many items will be determined once proceeding from this point. If the Council conducts a Public Hearing and orders the project, the next step is to get plans ready and put them out for bids. Final design is needed and then receive bids in hand. Final numbers are shared at the Assessment Hearing after bids are in hand. Contingencies will be adjusted at that time if appropriate. He continued:

- Why there is a \$60,000 contingency on this project.
It is the standard 10% contingency done on every project during the feasibility study stage. Same applies for the 28% LEAF. Adjustments are made at final design.
- Why hiring Kimley Horn to do some of the work when City Staff could.
He responded Staff is really busy now, Consultants are used to ensure projects are done in a timely basis. There are a lot of projects in the City and not enough Staff to do all of them. They are to a point that the Engineering Department needs the help of Consultants. There is a pool of 19 Consultants used.
- The City is getting some right of way to do the project as proposed. They negotiate or have other methods to get the right of way. In this case they may negotiate the easements.

Mayor Bartholomew asked if easements were identified. City Engineer Kaldunski responded they are identified in the feasibility study. He stated he felt they are doing the project effectively and following things the City has done all of the time.

Mayor Bartholomew stated Mr. Dahn commented that a couple of procedural things could be done to save money. He asked that be fully vetted between property owners, residents, and Staff. He stated the core question is if they are approaching this the right way, can they reach a point agreeing this is the right procedure, and the right method to do the work. He felt this was where the disconnect was and needs to be fleshed out further. City Engineer Kaldunski responded that occurs with the final design.

Mr. Dahn asked why stormwater improvement was being rolled into this project. Jacob Moser, Project Manager, responded the right of way acquisition is for construction easements anticipated being needed to grade a stormwater swale. Water goes from a roadway culvert down to an existing ravine on 8325 Blaine Circle. The feasibility report notes stabilization would need to be a separate City project. The proposed work associated with this project is just to convey the stormwater from that culvert to the existing drainage ravine. It will not address existing ravine erosion problems.

Mr. Dahn questioned the \$87,000 to grade the ditch. He stated the way they are building the project is the right way to build it, the problem lies with shouldering and topsoil. There is not enough movement in the grade that causes shouldering or resloping. He felt it was minor compared to what it is. He commented that some costs may get backed out. City Engineer Kaldunski agreed.

Mr. Dahn stated he did not get a good understanding on the indirect costs. If project costs go down then the indirect costs should to. Mayor Bartholomew agreed. Mr. Dahn asked what happens if the \$60,000 contingency is not used. City Engineer Kaldunski responded this is the best estimate, as they go through the bidding process, items are at a percentage of the project cost. He stated with most projects they have done that would go down; all items are then adjusted accordingly.

Mayor Bartholomew asked what happens at the end of the project if the contingency is not used. City Engineer Kaldunski responded if it does not get spent, it is not charged.

Mr. Dahn stated they want the project to move forward. The City does not need to over-Engineer the project, he wants it done and built right. He stated he still felt the 28%, the \$187,000 seemed high. Mayor Bartholomew suggested Staff and Mr. Dahn keep an open dialog. Staff can be emailed questions; Council can be copied on them if needed.

Kelly Kayser, 1953 59th Court East, stated she was not sure Mr. Dahn's question was answered as clearly as he would like. She stated if the project is completed and the contingencies are not used, they do not get spent, but are not given back to the homeowners. Projects are assessed when the bid is awarded. The final assessment roll is adopted when the project is awarded. Costs that increase or decrease during the project, the City realizes the savings or bears those expenses once the project is awarded and once the assessment roll is adopted. She stated the assessment for the project according to Policy is 55%. There is a big gap between that and the benefit analysis. She commented there was conversation about taking a look at the assessment policy. The percentage may be too high if the City cannot assess what the Policy is saying it should because of the special benefit being lower than that.

Motion by Gliva second by Piekarski Krech to close the Public Hearing at 8:24PM

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew stated per discussion, this will be fluid, there will be further discussion with all property owners. They hope to get the procedure and numbers in agreement. He asked for patience and professionalism by Staff to get this project moving in the right direction.

Motion by Piekarski Krech second by Gliva to approve a Resolution 2021-24 Ordering Project, Authorizing Preparation of Plans and Specifications, and Authorizing Land Acquisition Services for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

Community Development:

A. TIM SALSCHIEDER - Consider the following Resolutions for property located at 2306 99th Street:

- 1. Resolution relating to a Variance to allow more than one detached accessory structure.**
- 2. Resolution relating to a Variance from side yard setbacks.**
- 3. Resolution relating to a Variance to allow an accessory structure larger than 1,600 square feet.**

Associate Planner Heather Botten stated the Applicants property is located on the east side of Barnes Avenue, north of 99th Street, zoned E-1 (Estate Residential). The property is 4.5 acres in size and currently has one single home with an attached garage. There is a large drainage utility easement that covers the western half of the lot, another area is under a DNU Easement. The Applicant is requesting three Variances:

1. To allow two detached accessory buildings on the property. One is allowed on properties that are less than five acres in size. One of the structures would be 625 square feet located behind the pool and complies with setback and size requirements.
2. The other structure would need a Variance to be 1,750 square feet in size, where 1,600 square feet is the maximum size allowed on lots larger than 2.5 acres, but less than five acres.
3. Applicant wants to place the larger structure within a 50-foot required setback for structures larger than 1,000 square feet. Applicant proposes to have the structure about 10 feet from the easterly property line and 25 feet from the northerly property line.

She stated the lots surrounding this property are about 2.5 to 3 acres in size and would have to comply with the same accessory structure requirements as the Applicant. The proposed Variances may have an impact on the character of the neighborhood. Staff believes the Applicant did not identify a practical difficulty to comply with the Ordinance as the property is allowed to have a detached structure up to 1,600 gross square feet in size. Staff does not believe the size and number of accessory structures are precluding the homeowner from reasonable

use of the property and could set a precedence for other lots in the area. Staff recommends denial of the three Variances as proposed.

Associate Planner Botten stated Staff would be in support of just the setback Variance for a structure that would be 1,600 gross square feet or smaller and pushed to the maximum setbacks possible on the lot. The practical difficulty would be the large DNU Easement covering the westerly portion of the property limiting the buildable area, the topography, and locations of the drain field, house, and pool.

She stated the Planning Commission reviewed the request on January 25th and also recommended denial of the Variance to have more than one detached accessory structure, and recommended denial of the Variance to allow an accessory structure larger than 1,600 square feet. She stated they did recommend approval of the setback Variance for a structure of 1,600 square feet or less due to the practical difficulty being the topography of the property.

Councilmember Piekarski Krech asked why there was such a large drainage easement on the property. Associate Planner Botten thought it may be from when the house was built, due to grading and impervious surface added on the property. City Engineer Kaldunski responded the area has been a pond since the day it was built. It takes a lot of water from the County Road and also takes water from 99th Street south of the lot. He stated there was history stating the easement should have been given from the get-go but did not happen. The City negotiated the easement with the property owner when the house was built. The easement has been secured, it is an area that infiltrates ground water and prevents downstream flooding.

Tim Salscheider, 2306 99th Street East, stated due to the topography of the lot, drainage, and easement, there is only one place to put a detached garage. He commented he was more than happy to change the size down to 1,600 square feet. The first structure is the detached garage for vehicles and house items. The second structure would be a gazebo/pool house. Both structures would be built to match the home. He stated he reduced the second structure size to get to a certain square footage as he was told at the Planning Commission meeting. This was to have a combined square footage of 2,400 or less. He stated he knows there is not really a practical difficulty for the second structure, as a homeowner he is trying to improve the property for his kids and family.

Mayor Bartholomew stated Mr. Salscheider must be aware Staff is recommending denial and the Planning Commission has recommended denial on two Variances, for the detached structure and the one for over 1,600 square feet. He asked if the setback was acceptable. Mr. Salscheider responded yes.

Mayor Bartholomew discussed determining the practical difficulty stating a lot of properties want to have a second accessory structure. It is difficult for Council to allow a second without a practical difficulty. Mr. Salscheider stated as a homeowner in the area and driving up and down Barnes Avenue he sees plenty of people that have two structures and does not feel they have practical difficulty with those.

Mayor Bartholomew asked Associate Planner Botten for background on accessory structures. He asked if a gazebo falls under accessory structure and what would be permissible. Associate Planner Botten responded a Gazebo that would not have any walls around it, just a roof structure, would not count as a structure on the property. Having walls is considered an accessory building. Anything larger than 120 square feet would count as an accessory building. If putting up a shed of 120 square feet or less, that would not count towards the total number allowed.

Mayor Bartholomew asked about the gazebo stating it would be a roof and four supporting posts, no roll up doors. Associate Planner Botten responded that was correct. Councilmember Murphy asked if number of walls made a difference. Associate Planner Botten responded anything with a wall counts as a structure, even if they are roll up ones.

Mayor Bartholomew asked about the gazebo and if it was something, he was looking to store pool equipment in. Mr. Salscheider responded his plan was to build something to block things from view. Mayor Bartholomew suggested a gazebo with a hedge in front of it for sightline.

Mr. Salscheider stated other properties in the area are at two acres and he is at 4.5. He referenced the right of way property located on Barnes and asked if it were added into his property what that would put him at.

Associate Planner Botten responded there is not any of the property going into the right of way the way it is platted. Mayor Bartholomew asked Mr. Salscheider if he thought he had right of way to add. Mr. Salscheider responded he reached out to his Engineer who did the survey, he thought there was but was unable to come up with it. Mayor Bartholomew asked if more time was needed to determine. If denying, it is done, if there is right of way to consider, it could be brought back before Council. Mayor Bartholomew asked what the timeline for the project was. Associate Planner Botten responded 60 days ends February 6th. She stated the City can extend the 60-day review time.

City Engineer Kaldunski stated there was not much likelihood of right of way out there. The majority of the land is under County control because Barnes Avenue is a County road. Councilmember Dietrich asked if Mr. Salscheider could come back with a practical difficulty. Mayor Bartholomew asked to look at this item closely to see if anything can be done. He suggested Mr. Salscheider consider the Gazebo with agriculture.

Mr. Salscheider asked if the other two Variances could be done now so he can proceed. Mayor Bartholomew asked the City Attorney if they can consider the Variance for the 10-foot setback and hold the others. City Attorney Bridget McCauley Nason responded yes, it is three separate Variances with three separate applications.

Councilmember Piekarski Krech asked if the Gazebo was for the pool area, not just for storing pool equipment. Mr. Salscheider responded it would be a sitting area and to store pool equipment. Councilmember Piekarski Krech stated if just for storage, she would be willing to go with a little bit bigger storage building and do away with the second building. She was concerned about the precedence with two buildings. Mayor Bartholomew stated they could do away with the second building issue if they could get the Gazebo to work.

Mayor Bartholomew asked if the structure would be 1,600 square feet. Mr. Salscheider responded yes. Mayor Bartholomew stated there would be no Variance for that, it can be denied. Associate Planner Botten clarified stating they would table Item A, and acting on Items B, and C. With C a recommendation can be made to deny or the Applicant can withdraw the request to have the 1,700 square foot structure. Councilmember Piekarski Krech asked the Applicant if he preferred the Council deny the request or have it turned it down. Mr. Salscheider responded if going the Gazebo route, he may consider the Variance for a bigger garage he would have more storage items. Mayor Bartholomew stated he may want to hold on everything for 60 days. Mr. Salscheider responded he would get more information in the 60 additional days.

City Attorney McCauley Nason suggested Council make a Motion to table the three Variance requests and pick a meeting date. Mayor Bartholomew asked if the first meeting in March worked. Associate Planner Botten responded the date of March 8, 2021 worked.

Motion by Piekarski Krech second by Murphy to table the following to the March 8, 2021 Meeting:

TIM SALSCHIEDER - Consider the following Resolutions for property located at 2306 99th Street:

- 4. Resolution relating to a Variance to allow more than one detached accessory structure.**
- 5. Resolution relating to a Variance from side yard setbacks.**
- 6. Resolution relating to a Variance to allow an accessory structure larger than 1,600 square feet.**

Ayes: 5

Nays: 0

Motion carried.

Finance:

B. Approve Final Transfers and Fund Closings.

Finance Director Amy Hove discussed recommendations on final transfers and fund closings. One of the 2021 initiatives for the Finance Department was to start an in-depth review of the accounting systems and processes. They have 67 different funds, from the General Fund, Special Revenue Fund, Capital Project Fund, Enterprise Fund, Debt Service Fund, Internal Service Fund, and one Agency Escrow Fund. She stated the Governmental Accounting Standards Board recommends keep and maintain only the minimum number of fund necessary for good accounting and recordkeeping. But not doing this, the record keeping becomes more inefficient and ineffective. She stated at this time they have some City funds that are obsolete and no longer serve a purpose. There are also outdated processes that need to be addressed.

She stated the review has begun to see which funds no longer hold a true accounting purpose. Those recommendations would be brought to the Council in smaller portions. Recommendations would also be brought forward on where to transfer any residual balances. The recommendations on any balances in the funds are purely recommendations. It is Council's decision on where those funds should go. If funds have restrictions, those would be disclosed. She stated to note, all recommendations on tonight's fund closings have been coordinated with respective Departments.

There are four Funds recommended to be closed:

1. Franchise Fee Fund:

Created in 2018 when the City passed the Franchise Tax. The only function/activity in the fund is where it is recording all Franchise Fee revenue. When this tax was passed by Council, it was approved to pay for pavement management projects.

Staff recommendation is that it is more appropriate to record those revenues directly to the Pavement Management Fund. It provides transparency. Stored in a separate fund, it is more cumbersome to know what is dedicated to pavement management.

If in the future Council does not want Franchise Fees going to pavement management, it can be rededicated to another fund. She stated during the 2021 Budget process, a transfer was set up to move what was anticipated to be the final balance in the fund at the end of 2020, estimated to be around \$3.23 million dollars. The 2021 Budget includes a transfer from the Franchise Fee Fund to the Pavement Management Fund.

She stated the recommendation on this fund is to transfer anything remaining in the Franchise Fee Fund to the Pavement Management Fund and close the Franchise Fee Fund. All future collections from Franchise Fees would go directly to the Pavement Management Fund. Within the Pavement Management Fund there would be a specific line item for Franchise Fee revenue.

2. Capital Facilities Fund:

Fund from 2001/2002 when the new finance system came online. A balance of a little over \$2 million dollars was put in the fund and not used for a number of years. There was little activity, some capital expenses, minor costs. Between 2012 and 2014, \$1.8 million dollars was transferred out to reimburse for park equipment maintenance and VMCC capital projects. The last activity in the fund was in 2017, the remaining balance is \$72,000. Staff has not identified any reason the fund serves a purpose any longer. She stated being the title of the Fund is Capital Facilities, the recommendation is to transfer any balance remaining to the City Facilities Fund, which is the Internal Service Fund, and close this fund.

3. Equipment Acquisition Fund: This fund coincides with when the City used to issue Capital Equipment Notes Bonds. Most of the expenses in this fund had to do with Public Safety along with transfers that went to other funds such as the Central Equipment Fund between 2003 and 2008 to reimburse for other equipment purchases. It has not been used for major purchases for the City since 2002 to 2008. After 2008 there was an arrangement set up, so Police had a mechanism in place to start saving money every year for radio needs. Every year from 2008 to 2020 the Police Department has been setting aside \$7,500 annually, with exception of 2018 when there was a larger transfer due to a bulk radio purchase. There is a residual in the fund from the radio activity of over \$90,000.

In 2017 the Fire Department started a similar arrangement where they wanted to transfer \$7,800 annually to the fund to set money aside for Class A Uniform. It was a five-year plan. By the end of the five-year term, there is one more year left, with \$31,200 set aside for the Fire Department.

She stated they have not fully utilized a mechanism in the General Fund where money can be tracked and set aside for specific purposes. It has been less transparent by transferring it into this other fund and housing it where the General Fund can see and identify the dollars available. Police have \$90,000 and Fire has \$31,200. At the end of 2020, the fund has a balance of \$630,000. After transferring the two amounts, there would be a balance of just over \$500,000 in the fund.

She stated one of the recommendations is to explore this avenue. Staff has identified a need from within the Community for a couple additional emergency sirens. Two sections would benefit from sirens:

1. The southeast corner along Highway 52
2. The northwest area along Argenta Trail

She stated the Police Department had been looking into costs and where sirens would be needed. They have site recommendations and cost estimates for installation and software enhancement. Costs estimated at

approximately \$120,000. Currently, no money has been set aside and it is not in any budget. She stated a recommendation for consideration is that Staff felt this was a capital project type account and if considering, would need approximately \$120,000 to get sirens in place and the software up to date. That would leave a balance of approximately \$380,000. Staff recommends any residual balance left in the fund be transferred to the Central Equipment Fund. There are three recommendations for where dollars in this fund would go:

- a. Police Radio's: \$90,072.50
- b. Fire Class A Uniform: \$31,200
- c. General Fund: \$120,00 for Emergency siren improvements.

Finance Director Hove noted if dedicating money for Emergency Siren improvements, the Police Department plans to bring additional project details and Contract requests to Council for approval.

4. Water System Improvement Fund: Fund was created for the purpose of tracking and reporting water capital projects financed with Bonds. It has been a while since those were done. She stated Ehlers came to Council in 2016 with recommendations on how to pay for projects in the northwest area and a plan for paying annual debt service requirements on the Northwest Area Sewer Bonds. Recommendations were made to use some residual balances in this fund to help pay for the northwest area sewer debt. In 2016 Council approved five annual transfers from this fund to the Northwest Area Sewer Fund. The first transfer was in 2016. The last transfer was scheduled for 2020. The amount for 2020 was \$910,137, not to exceed the amount available. That balance was available. After the transfer and closing up the year, there should still be \$90,000 left. There are no further needs within water capital projects for these funds, and the northwest area sewer does not have adequate resources coming in to keep pace with upcoming debt payments. Council in past years considered this acceptable use. The best recommendation would be to transfer the estimated \$90,000 to the Northwest Area Sewer Fund to meet ongoing debt payments and close the Water System Improvement Fund. She stated there are no future plans for those dollars and no activity other than the transfers annually since 2016.

Mayor Bartholomew asked if the Franchise Fee authorization needed to be reviewed to be amended. City Attorney McCauley Nason responded she did not review the Franchise Agreements and would have to do so before answering the question. Mayor Bartholomew stated they need to make sure to amend the authorization if needed.

Councilmember Piekarski Krech asked if the Water System Improvement Fund was originally for the Water Treatment Facility. Finance Director Hove responded it looked like the Fund was started in 2011.

Councilmember Piekarski Krech asked about equipment acquisition, stating she felt it went back to capital facilities. There was a time it was thought the State Government was going to take excess money from Cities. The Capital Facilities Fund was created to put money in so there was something to do with the money the City had. She asked if that was why the Equipment Acquisition Fund was created. She asked what monies were put in. She asked if General Fund money went in there and how it got to be the amount it is. Finance Director Hove responded from what she could tell from the Equipment Acquisition Fund, the City issues Capital Equipment Bonds and Notes to pay for things. This could have been in the early 2000's. Some costs were directly expensed to the fund, some were reimbursed to other funds. She stated after discussions with Staff it was possible the transfers needed to happen to reimburse for equipment purchases that did not happen, the residual stayed in the fund rather than transferred elsewhere, perhaps Central Equipment.

Finance Director Hove stated Fund 442 shows a fund balance dating back to 2000 when the system went online. Most recommendations are not to put into the General Fund. She stated it made sense to put it where the bulk of the large equipment purchases are happening.

Councilmember Gliva agreed the Franchise Fee Fund be done accordingly. She questioned the \$90,000 for Fire and Police stating they are trying to designate funds at the same time. She felt they were trying to do a lot without a plan, in regard to the cost on the sirens. Finance Director Hove responded the \$90,000 for the Police Department was concretely identified as well as the \$31,200. The additional recommendation regarding the siren looked at this as an opportunity. She stated they know it would take time to fit the project into an existing budget and could be matched with this availability of funds. This would be at the Council's discretion. If wanting to move forward with the Police and Fire recommendation, the \$120,000 could be left as part of the remaining balance and transferred into the Central Equipment Fund. She stated Staff could bring forward another proposal

to use that money out of the Central Equipment Fund. There will be an issue with the sirens that will need to be addressed soon and will have to fit it into a plan later.

Mayor Bartholomew would like Council to have full knowledge and awareness regarding the siren. He suggested setting it into the fund and earmarking it for siren pending final authorization from Council. He stated input and follow-up is needed such as checking on the Franchise Fee possible authorization and identification of \$120,000.

Motion by Piekarski Krech second by Gliva to approve Final Transfers and Fund Closings with the additions discussed.

City Administrator Lynch clarified the request is to approve all recommendations with two exceptions:

1. Check legally on the Franchise Fee. That it has not been designated specifically by the Agreement for pavement management so the transfer can be made.
2. The \$120,000 to be transferred into the Capital Equipment Fund and designated toward the potential for new weather siren costs in the future.

Ayes: 5

Nays: 0 Motion carried.

Engineering:

C. Consider Resolution Receiving Technical Memorandum Related to Canvas at IGH for City Project No. 2015-20 – NWA Trunk Utility Improvements – Robert District. Resolution 2021-27

Assistant City Engineer Steve Dodge stated this is related to the Canvas Development under final plat review. The Comprehensive Sanitary Sewer Plan revision that was done in 2017 examined the north Robert area sewer district. It looked at the option of “B Line” sewer district and how flows could be distributed and net a cost savings to infrastructure costs of sanitary sewer system for northwest area developments. He stated the concept was at a feasibility level to set sewer depths to make sure they can accommodate future northwest area development.

He stated pre-2017 review of the Robert District had 70th Street and Robert Trail South, shows there is a lot of sewer line to be installed to service the areas further north. Option 2 takes some of the sewer by lift station and brings it over by Babcock Trail where the 63rd Court cul de sac is by forcemain. Doing this opens up the ability to develop more areas sooner, because it would not rely on all sewers being installed heading north until those areas can be developed. He stated there were significant cost savings in the feasibility report to go with B-Line/Option 2. City Council then directed Staff to implement the option in the future.

He stated they are at the phase where Canvas Development has come in and needs to implement Option 2 as directed by Council in 2017. The Canvas Development has their final design, details in the sewer depths can be defined and see if there could be additional reduction in infrastructure costs for sanitary sewer from within the Canvas Development and other areas.

Assistant City Engineer Dodge referenced a diagram stating the Canvas Development begins at the already installed with the roundabout manhole at 70th Street. It is a junction manhole for sanitary sewer and set to be able to accommodate the west side of Highway 3 and the Canvas/IGH Development heading north and then east to Babcock. He stated it is an important system with everything running through the Canvas Development. They looked at this with Bolton and Menk and have identified the City can install around 14 feet shallower heading north through the Nichol’s property and about 10 feet shorter heading east. It would come with a cost savings with the City. He stated along Babcock there is a lift station proposed that would put a forcemain on Babcock to the gravity sewer and head back into the Canvas site and then back down to 70th and the Trunk Highway 3 sewer that was installed. He stated this has been evaluated well by Bolton and Menk. The recommendation would be to approve the Resolution to accept the technical memo relating to Canvas at Inver Grove Heights Development for City Project 2015-20 Northwest Area Utility Improvements in the Robert District.

Mayor Bartholomew asked about neighbors in the area and if they were aware of this or have responded. Assistant City Engineer Dodge responded they are implementing Option 2 from the 2017 Feasibility report. They

are implementing what has already been seen and making adjustments when it is implemented as development occurs section by section. The Canvas Development is the first. Mayor Bartholomew clarified that everything outside of Canvas is still the same, fine tuning was done in the Canvas area. Assistant City Engineer Dodge responded based on the 2017 report, things are going up 14 feet heading north and 10 feet to the east. If Council likes, they could reach out to the affected area. Mayor Bartholomew responded he was looking at best practice. He asked what has changed and if everyone was aware of the changes. He asked if it made sense to reach out for comment or notify of the subtle changes. Public Works Director Scott Thureen responded as they are bringing this to the Council to notify as greater detail is going in, they are realizing savings. They can let the larger parcel owners know there are adjustments to the plan that result in lower costs. Mayor Bartholomew suggested they notify the large property owners, so they are aware of the activity.

Assistant City Engineer Dodge stated from a best management standpoint, it would be appropriate to put a notification letter out to the affected large properties. The City could conduct a virtual meeting for feedback.

Councilmember Murphy asked what new objections may come up. City Engineer Kaldunski responded in the original project from 2017, they looked at raising the pipe. The sewer crossing 70th street is about 60 feet deep. When the 2017 project was done, they felt they could raise that sewer up significantly from a 20-25-foot range. A cost savings was projected. All residents were involved in that process. He agrees they should be aware of what the City is doing. He stated this gives property owners the ability to save some money with shallower sewers.

City Administrator Lynch stated some of the complaints by residents, by bringing this up could be they do not want sewer, or the timing. He stated there could be gaps in the system, which they call "leapfrogging" and how to handle that. Councilmember Murphy asked if there would be any new objections once the area was notified. City Administrator Lynch responded they do not know where the developments are going to occur, so they are going to need to make adjustments to the line.

Motion by Piekarski Krech second by Bartholomew to accept Resolution 2021-27 Receiving Technical Memorandum Related to Canvas at IGH for City Project No. 2015-20 - NWA Trunk Utility Improvements - Robert District.

Ayes: 5

Nays: 0 Motion carried.

Administration:

D. Appoint Interim Parks and Recreation Director. Resolution 2021-28

City Administrator Joe Lynch stated at the meeting on the 19th, short term, and long-term solutions for open positions with the City were discussed. This is for the Interim Parks and Recreation Director position. Resume for the individual has been provided. Criminal background has been completed and the individual has passed. He stated it would be a 20 hour a week position, \$65.00 per hour, working remotely as needed, and available on site. It would be for a four-month period, mutually extended by both parties. Recommendation is to pass the Resolution appointing Jon Oyanagi as the Interim Parks and Recreation Director for the four-month period with the specifics as outlined in the Resolution.

Councilmember Dietrich stated at the December 29th meeting there was a Council consensus that the current City Administrator would not be a part of hiring/firing situations. She stated Agenda Items D & E have been solely prepared, reviewed, and the direct contact is the City Administrator. The contingent job offer was put together by the City Administrator. She asked for follow up because whoever was supposed to be accountable, it is not happening. She stated it was discussed that HR or a senior Staff member would be in these discussions. She commented that residents have contacted her about this. City Administrator Lynch responded the HR Manager was involved in the process and wrote the contingent job offer to the candidate and sent the criminal background investigation to the Police Department. Former Parks and Recreation Director Carlson was also involved with conversations with Mr. Oyanagi and agreed a recommendation be brought forward. He stated in normal circumstances the City Administrator would have the authority, due to restrictions placed it is in front of the Council and recommending appointment.

Councilmember Dietrich stated the RFP was done solely by the City Administrator. She does not see HR's or a senior Staff person's name on any items. In the culture that exists she would like to see the confirmation.

Mayor Bartholomew stated he had heard from several Park and Recreation Members that are in favor of Mr. Oyanagi. He also received a phone call from a Parks and Recreation Member who was in favor. He believed the gentleman is qualified and it is a wise move. He sees the need and feel it is important to have consistency. He would support the Resolution.

Kevin Sethre, Parks and Recreation Advisory Commission Member, stated he does not represent the Commission or any of its members. He is here as a private citizen. He stated he does not see a compelling reason to hire an Interim Parks and Recreation Director for four months. With getting them up to speed, the where, and the why. He asked what impact they would have working remotely. He stated there are five items addressing Parks priority. The first one is the northwest area parks has gained momentum. There will be a neighborhood meeting taking place on February 2nd, encouraged by Superintendents Swoboda and Dorshak. The items listed are in concept or acquisition/negotiation phase, an Interim may not have any impact. He asked why not hire permanent, there are items in progress and a permanent would carry those forward more efficiently.

Mr. Sethre stated he noticed part of Mr. Oyanagi's resume states he sits on the Met Council's Parks and Trails Legacy Committee. He stated he personally has an issue with Met Council. He stated they do not need another Bureaucrat in the City.

Motion by Piekarski Krech second by Bartholomew to appoint an Interim Parks and Recreation Director. Resolution 2021-28

Ayes: 3

Nays: 2 (Dietrich, Gliva) Motion carried.

E. Consider Approval of Request for Proposals for Professional Recruitment Services.

City Administrator Lynch stated at the Special Meeting on the 19th, conversation was had about short term and long-term solutions for the City. Council desire was to see this moving ahead as quickly as possible for replacements of the three positions that will be open. He stated up for consideration is the document outlining how to get information out to recruiting firms to make a proposal for replacement searches for the City Administrator, Public Works Director, and the Parks and Recreation Director.

He responded about Councilmember Dietrich's question stating this was done in conjunction with the City Attorney and each Department Head. He recommends Council approve the Request for Proposal, direct for advertising, get the information out to recruiting firms to begin the process, and for the replacement of the positions as soon as possible.

Mayor Bartholomew asked for highlights on the scope of services being requested in the RFP. City Administrator Lynch responded the scope of services include:

- Working with City Council, Department Heads, and other Stakeholders in the development of a job profile that is a marketing piece and a promotional brochure for the City.
- Recruitment process: Meet with the Mayor, City Council, Department Heads, and key Stakeholders.
- Identify the characteristics and traits for the new City Administrator.
- Develop a process for how a candidate can move through each round of the process.
- Provide administrative support for scheduling meetings, interviews, prepping interview questions, and materials.
- Notify press of finalists.
- Work with the City Council, City, and the Candidate for an employment offer.

He stated the procedures are similar for each of the other positions with some notable differences. They would not negotiate with the City Council and the Candidate on the final offer because you would have a City Administrator in place. The City Administrator would assist in the process along with Human Resources. Make sure they are in compliance with the classification and compensation system.

He stated deliverables for both:

- Identify the person(s) the City will be working with in the firm.
- Give a background and the outline of the experience in the public sector executive recruitment.
- Provide a narrative that presents the services the firm would provide during the process.
- Total project cost would break down detailing project tasks, hours, individual cost, and allowing for the possibility the City may want to add or delete services, and what that would do to project cost.
- Timetable and a calendar for recruitment of each position.
- Budget should be provided at the highest level of service at reasonable cost.
- Clearly identify City Staff support assumptions. For example: Those involved in the Police Chief recruitment. The City handled some of the processes, and the recruitment firm handled other processes.

Mayor Bartholomew stated it was important to get this moving. There are positions that need to be filled. Councilmember Piekarski Krech agreed. Councilmember Dietrich stated all questions and proposals are asked to go to City Administrator Lynch, she does not see the two to three people that were required, which is in direct conflict with what was discussed at the end of December. Councilmember Piekarski Krech disagreed stating this is an RFP, nobody is being hired or fired, he is receiving proposals to bring to the City Council. Those proposals will be viewed by the Council, and Council hires the firm. Councilmember Dietrich stated that should have been voiced at the end of December, this is in direct conflict with what was discussed and precludes a hiring decision.

Mayor Bartholomew asked if the contact person be someone different so this can be moved along. He suggested a senior Department Head. He asked if Community Development Director Heather Rand would be interested in being the contact person. Community Development Director Rand nodded her head in agreement. Mayor Bartholomew asked Councilmember Dietrich if she would be satisfied with having two contact people, the Community Development Director, and the City Administrator. Councilmember Dietrich responded yes. Mayor Bartholomew stated both the City Administrator and the Community Development Director would be dual contacts. Councilmember Dietrich stated if put in black and white she is completely on board with approving.

Motion by Piekarski Krech second by Murphy to Consider Approval of Request for Proposals for Professional Recruitment Services with the changes as outlined.

Ayes: 5

Nays: 0 Motion carried.

F. Consider Approval of 2021 Legislative Platform and Bonding Requests.

City Administrator Lynch stated this is follow up from the January 19th meeting. At that time Council viewed the Legislative Platform and there were no questions, concerns, or changes. The Bonding Request was included and reflects the conversation the Council had. Prioritization was:

1. 117th Street
2. Public Works Facility
 - a. Potential for land acquisition
 - b. Stormwater and water quality improvements

He stated they have identified cost estimates of \$500,000 each, for a total \$1 million dollars. The Mayor and himself met with the Superintendent, County Commissioner, and the School Board Chair. During conversation Commissioner Atkins mentioned in an off-bonding year it may be appropriate for the City to consider a capital improvement project that dealt with energy savings and conservation. This could be the replacement of the VMCC roof for \$1 million dollars.

City Administrator Lynch asked if there was any consideration of changing Item 2 or adding an Item 3 for VMCC roofing. In conversation with the Lobbyist, she did not have high hopes in obtaining any Bonding for the public works project. It could set them up for 2022 when a bigger Bonding Bill may be on the horizon. He asked for approval of the Legislative Platform and finalization of the Bonding request with:

- Keeping Item 2 with Sub A and Sub B,
- Adding a third, the VMCC roof replacement or a variation, or,
- Keeping Item 1 and trying to get the money they may be able to get for 117th Street.

He stated there is a scheduled meeting tomorrow at 1:00 with Senator Klein that the Mayor and himself will be on. He stated they hope to set up a meeting with the Representative in hopes they will seek Legislation for the City.

Mayor Bartholomew asked in the City Administrator's opinion, if he were concerned that anything more than one request could muddy the waters. He asked if it made sense strategically to come in with the one. He questioned if it would be fine coming in with another, then they may want to consider changing it to the roof as there may be interest in the environmental aspect. He stated he wanted to put them in the position to have the best opportunity for 117th Street. City Administrator Lynch responded due to the fact that it is an off-Bonding year, and likely a small Bonding Bill, if one at all, he felt the best efforts should be put on the number one priority and hold off on the others. He stated the Capital Improvement at the VMCC had been put into the Capital Improvement as VMCC. The public works building does open up an opportunity that they had not planned on before. 2022 will have a larger Bonding Bill and the appropriate time to get in. His recommendation is to focus on 117th Street.

Mayor Bartholomew agreed. Councilmember Piekarski Krech agreed and asked if they still want to float the other items out there so they are known. She stated there could be more money when dealing with solar. She asked if they wanted to have those ideas out there. She suggested when talking with Mr. Klein to mention there are things the City is looking at, and if willing to push forward with them next year when there is a Bonding year. She stated 117th Street has to be the major priority.

Mayor Bartholomew wanted to do what Council thinks best and that all are in agreement. If that means pushing 117th Street and the roof on the horizon he was willing. Councilmember Gliva asked if the VMCC needs a new roof right now. City Administrator Lynch responded the portion scheduled to be replaced is reaching the end of its useful life, it is 28 years old. Councilmember Gliva stated she could go with one priority.

Councilmember Murphy stated he drove some of the conversation surrounding the public works building, he understands it better now and believes 117th Street needs to be top priority. He has no issues going in with one item since its an off year.

Councilmember Dietrich stated she could go either way. Mayor Bartholomew stated he is sold on 117th, if members want to have a horizon wish list, he can get behind any of it. He commented when he speaks with Senator Klein tomorrow, he may give a good indication. City Administrator Lynch agreed. The services with Messerli Kramer will have background conversations with people associated with the asks.

Motion by Dietrich second by Gliva to approve the 2021 Legislative Platform and Bonding Requests.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Mayor Bartholomew stated there is a letter from Kelly Kayser that was sent to Council that should be added into the record.

Motion by Gliva second by Dietrich to accept the letter into Public Comment from resident, Kelly Kayser.

Ayes: 5

Nays: 0 Motion carried.

Kelly Kayser, 1953 59th Court East, stated she has a handout for the Council and handed it to all Councilmembers. Ms. Kayser stated since mid-October 2020 she has been asking questions about the circumstances under which the alleged data breach investigation originally began. A timeline is included in the handout. She stated the information she sought was received a full month after the alleged data breach investigation was voted on and concluded by the Council, and three months after the initial inquiry was made. The memo she received on January 11th, was dated November 6th, 2020. She asked what reason exists for drawing out a citizen request for information for that amount of time. She stated she has experienced a pattern of practice that does not follow the Cities own customer service policy.

She stated her purpose is to identify a potential violation of Executive Session confidentiality. Point number 2 of Attorney Kuntz's memo dated November 6, reads "It was reported by the Mayor to the City Attorney that the author of the email objected to distribution to the Council or a Councilmember". Since the contents of the email were shared/discussed at an Executive Session, which is closed and confidential, and Council voted to not include the contents of the email as part of the City Administrator's formal review. She asked how the email's author learned its contents had been shared with the Council/Councilmember if everyone in attendance at the Session was bound by confidentiality. If someone did violate the rules of confidentiality then the alleged data breach investigation itself was initiated as the result of the violation. She stated it does not appear that possibility was investigated. She commented the answer to that has far reaching implications. Countless hours and City funds were spent over a 15-month investigation into an alleged data breach that may have begun as the result of misconduct by another individual(s). She stated a City employee and a Councilmember had significant legal expenses and endured emotional hardship as a result.

She commented that Janet Shefchik currently has a written reprimand in her Personnel file, not for a data breach, but for her conduct while participating in the investigation that may have begun under questionable circumstances. The answer to the question posed could paint Ms. Shefchik's claim that she was targeted by the investigation in an entirely different light. She stated the City was the subject of significant negative public attention resulting from the investigation. She requests a prompt and comprehensive answer to the question posed. If the source of the employee's knowledge that the contents of the email were shared has not been investigated, she would like to know the reason why, and any action the City intends to take and when. She submits that an expungement of the written reprimand in Ms. Shefchik's personnel file should be considered especially if the answer to the question posed is not known and/or the Council decides not to pursue it.

Mayor Bartholomew stated they will take this into the record, follow up with the questions, have conversations with Legal, and see how to proceed. Ms. Kayser asked if there was a timeline. Mayor Bartholomew responded he would contact Legal Counsel tomorrow. He stated the response may be from Legal Counsel, but if she does not hear back, to contact him.

Motion by Gliva second by Dietrich to accept the written document as presented by Kelly Kayser into the record.

Ayes: 5

Nays: 0 Motion carried.

9. MAYOR AND COUNCIL COMMENTS:

Councilmember Murphy stated he is a believer that everything Council does matters. He believes they need to build upon and improve the culture of Inver Grove Heights. He recommends Council and Staff consider:

1. Moving the time of the Council meetings earlier. He stated with Public Comment at the end where he believes it belongs, this would help Staff with work/life balance. He commented to look at this as Residents first, Staff second, and Council third.
2. Establish a time limit on Staff presentations. This would lead to more time for questions from Council and the public without the worry of time constraints.

He stated he would like these items on an Agenda for discussion.

Mayor Bartholomew suggested this was something they could place on a Work Session for full disclosure and discussion. From there it can be decided to bring into an Agenda Item. Council can discuss if it works and hear pros and cons. He agreed that it is Residents, Staff, and Council. He stated he is also open to Saturday's. He asked the City Administrator if this could be put on the next Work Session Agenda. City Administrator Lynch responded he could schedule it for February.

Mayor Bartholomew appreciated the last two meetings, the professionalism, and the discourse as well as the work by Staff, Councilmembers, and public. He appreciated the Council's input, stating they have done a very good job of keeping on track. He appreciated everything Staff has done. He stated to the people of Inver Grove Heights, he wants all to be safe, mindful, and to respect each other, do what is best for your health, and the health of residents. He thanked Public Works for clearing the roads quickly over the weekend and getting the trails and sidewalks brushed off.

City Administrator Lynch stated the Police Survey is open until February 1st. They would appreciate the feedback. It would help to know what resident's thoughts and concerns are. He stated this allows the Police Department to make adjustments in services provided to meet City needs.

8. EXECUTIVE SESSION:

A. Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and (3) to develop or consider offers or counteroffers for the purchase by the City of a portion of real property located at 1407 80th Street East, Inver Grove Heights, and the sale by the City of a portion of the real property located at 1467 80th Street East, Inver Grove Heights.

City Attorney McCauley Nason stated the City Council will be going into closed session to discuss potential purchase and acquisition of real property and potential sale of property owned by the City. The Motion she is looking for is as follows: "Motion to go and move into Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and (3) to develop or consider offers or counteroffers for the potential purchase by the City of a portion of real property located at 1407 80th Street and identified by Dakota County Tax ID# 20-00800-51-012 owned by Kurt Rechtzigel, and the sale of a portion of the real property located 1467 80th Street, Dakota County Tax ID# 20-00800-51-020 owned by the City of Inver Grove Heights". Both are located in the City of Inver Grove Heights. She stated this Closed Session must be recorded, once in Closed Session all persons in the closed meeting will need to be identified.

Motion by Murphy second by Dietrich to adjourn the meeting at 10:15 p.m. and go into Executive Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(1) and (3) to develop or consider offers or counteroffers for the potential purchase by the City of a portion of real property located at 1407 80th Street and identified by Dakota County Tax ID# 20-00800-51-012 owned by Kurt Rechtzigel, and the sale of a portion of the real property located 1467 80th Street, Dakota County Tax ID# 20-00800-51-020 owned by the City of Inver Grove Heights.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Gliva to adjourn the Executive Session at 10:36 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**Request for Council Action****TITLE: Disbursements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 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 February 2, 2021 to February 16, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending February 16, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$436,735.66
Debt Service & Capital Projects	208,956.88
Enterprise & Internal Service	77,451.33
Escrows	90,458.00
Grand Total for All Funds	<u><u>\$813,601.87</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 February 2, 2021 to February 16, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-38

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 16,2021**

WHEREAS, a list of disbursements for the period ending February 16,2021 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	\$436,735.66
Debt Service & Capital Projects	208,956.88
Enterprise & Internal Service	77,451.33
Escrows	90,458.00
Grand Total for All Funds	<u><u>\$813,601.87</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of February, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 2/3/2021 - 2/16/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	206064	02/09/2021	Decals & Lettering	101.42.4000.421.60065	724.50
ADVANCED SPORTSWEAR, INC.	71003	02/09/2021	Uniforms / Clothing	101.43.5200.443.60045	394.25
AFSCME COUNCIL 5	INV0109373	01/29/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	814.06
AFSCME COUNCIL 5	INV0109374	01/29/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	59.10
ALEX AIR APPARATUS, INC.	3727	02/09/2021	Compressor service & Air quality test	101.42.4200.423.30700	797.78
ALEX AIR APPARATUS, INC.	3728B	02/09/2021	Compressor service & Air quality test	101.42.4200.423.30700	789.36
ASPEN MILLS	268336	02/09/2021	Uniform / Clothing	101.42.4000.421.60045	2,272.43
CAPITAL CITY FIREFIGHTERS ASSOC	102	02/09/2021	2021 Membership Dues	101.42.4200.423.50070	50.00
DAKOTA CTY FINANCIAL SVCS	00040052	12/31/2020	Ballot & Voting Equipment Shares	101.41.1200.414.50030	271.50
DAKOTA CTY FINANCIAL SVCS	00040052	12/31/2020	Ballot & Voting Equipment Shares	101.41.1200.414.60040	6,656.55
EFTPS	INV0109399	01/29/2021	FEDERAL WITHHOLDING	101.203.2030200	56,272.76
EFTPS	INV0109401	01/29/2021	MEDICARE WITHHOLDING	101.203.2030500	16,109.62
EFTPS	INV0109402	01/29/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	45,920.96
EFTPS	INV0109403	01/29/2021	FEDERAL WITHHOLDING	101.203.2030200	5,128.13
EFTPS	INV0109405	01/29/2021	MEDICARE WITHHOLDING	101.203.2030500	592.46
EFTPS	INV0109406	01/29/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	2,533.32
EFTPS	INV0109409	01/29/2021	FEDERAL WITHHOLDING	101.203.2030200	107.76
EFTPS	INV0109411	01/29/2021	MEDICARE WITHHOLDING	101.203.2030500	16.96
EFTPS	INV0109412	01/29/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	72.52
EFTPS	INV0109506	02/05/2021	FEDERAL WITHHOLDING	101.203.2030200	688.88
EFTPS	INV0109508	02/05/2021	MEDICARE WITHHOLDING	101.203.2030500	496.08
ESRI INC	93967707	02/09/2021	Enterprise Agreement Fee Software/Mainter	101.47.1400.413.40035	35,000.00
EYEMED	164663586	02/09/2021	February 2021 Premiums	101.203.2032700	213.87
FIRSTSCRIBE	253551	02/09/2021	ROWay Web Application	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ON	INV0109383	01/29/2021	HSA ELECTION-FAMILY	101.203.2032500	3,401.43
GENESIS EMPLOYEE BENEFITS ACH ON	INV0109384	01/29/2021	HSA ELECTION-SINGLE	101.203.2032500	4,962.14
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	101.42.4200.423.40020	980.06
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	101.43.5200.443.40020	96.49
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	101.43.5400.445.40020	881.58
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	101.44.6000.451.40020	971.18
IACP	0144194	02/09/2021	2021 Dues	101.42.4000.421.50070	190.00
ICMA RETIREMENT TRUST - 457	INV0109371	01/29/2021	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0109372	01/29/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0109385	01/29/2021	ICMA-AGE <49	101.203.2031400	4,535.00
ICMA RETIREMENT TRUST - 457	INV0109386	01/29/2021	ICMA-AGE <49 %	101.203.2031400	7,613.95
ICMA RETIREMENT TRUST - 457	INV0109387	01/29/2021	ICMA-AGE 50+	101.203.2031400	8,226.31
ICMA RETIREMENT TRUST - 457	INV0109388	01/29/2021	ICMA-AGE 50+ %	101.203.2031400	954.81
ICMA RETIREMENT TRUST - 457	INV0109389	01/29/2021	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	93.98
ICMA RETIREMENT TRUST - 457	INV0109396	01/29/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,022.28
ICMA RETIREMENT TRUST - 457	INV0109397	01/29/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	719.00
ICMA RETIREMENT TRUST - 457	INV0109398	01/29/2021	ROTH-AGE <49 %	101.203.2032400	219.49
IGH FIRE RELIEF ASSN	INV0109381	01/29/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	452.25
IGH FIRE RELIEF ASSN	INV0109382	01/29/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	149.50
ING DIRECT	INV0109413	01/29/2021	MSRS-HCSP	101.203.2032200	32,027.30
KENISON, TERRI	01/31/2021	02/09/2021	January 2021 Cleaning Services	101.42.4200.423.30700	1,600.00
LOCAL GOVERNMENT INFORMATION SY	49929	02/09/2021	APPL SUP - POLICE	101.42.4000.421.70501	2,194.00
LOCAL GOVERNMENT INFORMATION SY	49937	02/09/2021	APPL SUP - FIRE	101.42.4200.423.30700	568.00
MARTIN-MCALLISTER	13717	02/09/2021	Public Safety Assessment	101.41.1100.413.30500	5,500.00
MN CHIEFS OF POLICE ASSOCIATION	11165	02/09/2021	Membership Renewal	101.42.4000.421.50070	172.00
MN DEPT OF REVENUE	INV0109400	01/29/2021	STATE WITHHOLDING	101.203.2030300	23,941.12
MN DEPT OF REVENUE	INV0109404	01/29/2021	STATE WITHHOLDING	101.203.2030300	1,668.37
MN DEPT OF REVENUE	INV0109410	01/29/2021	STATE WITHHOLDING	101.203.2030300	4.56
MN DEPT OF REVENUE	INV0109507	02/05/2021	STATE WITHHOLDING	101.203.2030300	341.46
MN LIFE INSURANCE CO	February 2021	02/09/2021	Policy #0027324	101.203.2030900	3,524.46
MN NCPERS LIFE INSURANCE	02/05/2021	02/09/2021	February 2021 Premiums	101.203.2031600	272.00
MUNICIPAL EMERGENCY SERVICES, INC	IN1542494	02/09/2021	Uniforms / Clothing	101.42.4200.423.60045	489.17
OCCUPATIONAL HEALTH CENTERS OF I	103311405	02/09/2021	BackGround Check	101.41.1100.413.30700	141.00
OXYGEN SERVICE COMPANY, INC	03485769	02/09/2021	Elements & Steel	101.42.4000.421.60065	54.62
PERA	INV0109390	01/29/2021	PERA COORDINATED PLAN	101.203.2030600	41,964.54
PERA	INV0109391	01/29/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,228.09
PERA	INV0109392	01/29/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0109393	01/29/2021	EMPLOYER SHARE (PERA DEFINED PLA	101.203.2030600	21.92
PERA	INV0109394	01/29/2021	PERA POLICE & FIRE PLAN	101.203.2030600	21,687.06
PERA	INV0109395	01/29/2021	EMPLOYER SHARE (POLICE & FIRE PLAN	101.203.2030600	32,530.64

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0109407	01/29/2021	PERA COORDINATED PLAN	101.203.2030600	76.02
PERA	INV0109408	01/29/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	5.85
PETTY CASH	01/09/2021	02/09/2021	Picture Frames	101.42.4000.421.60065	6.00
PRO-TECH DESIGN INC.	99656	02/09/2021	Move to new network - Re-IP'd controllers	101.47.1400.413.30700	357.00
PRO-TECH DESIGN INC.	99709	02/09/2021	Onsite Services	101.47.1400.413.30700	129.00
RENEE DUBS ELLENA	20-4996	12/31/2020	Headshots for Website	101.41.1300.413.30700	220.00
SHORT ELLIOTT HENDRICKSON, INC.	399016	02/09/2021	INVER 2020 Bridge Inspections	101.43.5100.442.30300	1,706.38
SOUTH METRO SWAT	01/30/2021	02/09/2021	2021 South Metro Membership Dues	101.42.4000.421.50070	10,000.00
STREAMLINE DESIGN INC	40449	12/31/2020	Uniform / Clothing	101.42.4200.423.60045	819.00
TOTAL CONSTRUCTION & EQUIP.	21327	12/31/2020	Hockey Rink Lighting Controls	101.44.6000.451.40047	5,469.05
TOTAL CONSTRUCTION & EQUIP.	30019	02/09/2021	Pole Lights	101.44.6000.451.40047	200.81
TYLER TECHNOLOGIES, INC	025-315654	12/31/2020	Monthly Fees December 2020	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-318421	02/09/2021	January 2021 Monthly Fees	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900603221	02/09/2021	Clothing / Uniforms	101.43.5200.443.60045	63.89
UNIFIRST CORPORATION	0900603221	02/09/2021	Clothing / Uniforms	101.44.6000.451.60045	29.31
WI SCTF (WI SUPPORT COLLECTIONS T	INV0109380	01/29/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06

Fund: 101 - GENERAL FUND
406,445.90

ENSEMBLE CREATIVE & MARKETING	IGH012521	02/09/2021	AD Campaign	201.44.1600.465.50025	275.00
GLOBE PUBLISHING CO	77373D	02/09/2021	Visit IGH #10 Envelope	201.44.1600.465.60010	158.00
LIME VALLEY ADVERTISING, INC.	21076	02/09/2021	Monthly Site Maintenance	201.44.1600.465.50025	100.00
STACY ANN BROOKS	333	02/09/2021	February Blog Posts	201.44.1600.465.50025	210.00

Fund: 201 - C.V.B. FUND
743.00

AGEE, HEIDI	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
ASLESON, PAUL	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
ASLESON, PAUL	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
ASLESON, PAUL	01/21/2021	02/09/2021	Basketball Refund - No Gym	204.44.0000.3470000	55.00
BARRY, SUSAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
BARRY, SUSAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
BRYNTESEN, JODI	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
CARANICAS, STEFAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
CARANICAS, STEFAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
CATLETT, SARAH	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
CHATLEAIN, KELLY	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
CROWLEY, ANGELA	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
CUSTARD, MELISSA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
CUSTARD, MELISSA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
DEMONG, ROBYN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
DEMONG, ROBYN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
DEMONG, ROBYN	01/28/2021	02/09/2021	COVID - No Gym	204.207.2070300	20.95
DEMONG, ROBYN	01/28/2021	02/09/2021	COVID - No Gym	204.222.2222000	294.05
ELLIS, KARI	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
EVANS, LAURIE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
EVANS, LAURIE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
FRENNING, LEAH	01/27/2021	12/31/2020	Youth Volleyball, Partial Refund	204.44.0000.3470000	41.40
FRUEAN, LOUISE	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
GLENN, ALYZABETH	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
GROVES, NICOLE	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
HEITZINGER, TANYA	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
HENRICKSON, LAURA	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
HEWUSE, SARAH	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
JOHNSON, AMANDA	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
JOHNSON, TAMMY	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	3.57
JOHNSON, TAMMY	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	50.15
JOHNSON, TAMMY	01/28/2021	02/09/2021	COVID - No Gym	204.207.2070300	20.95
JOHNSON, TAMMY	01/28/2021	02/09/2021	COVID - No Gym	204.222.2222000	294.05
KRAMER, LISSA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
KRAMER, LISSA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
KRANZ, JENNY	01/26/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LANG, KATI	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LARSON, BRYNN	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LEHMAN, JACQUELINE	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LETENDRE, CHARLES	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LILLEBOE, ELIZABETH	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
LOZANO, ANTHONY	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	414.00
MARTINSON, EMILY	01/27/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
MENZEL, JESSICA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
MENZEL, JESSICA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
MIKEL, RACHEL	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
MILLER, KARI	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	3.57
MILLER, KARI	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	50.15
MONTPETIT-TIX, KRISTEN	01/21/2021	02/09/2021	Basketball Refund - No Gym	204.44.0000.3470000	55.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NOVOTNY, HEATHER	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	3.57
NOVOTNY, HEATHER	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	50.15
OLSEN, JOE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
OLSEN, JOE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
PARYCH, JOHN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
PARYCH, JOHN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
PHON, LINDA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
PHON, LINDA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
POECHMAN, THERESA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	3.57
POECHMAN, THERESA	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	50.15
REMINGTON, TROY	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
ROHLWING, JENNIFER	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
SARGENT, JESSICA	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
SCHORN, JONATHAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
SCHORN, JONATHAN	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
SHERMAN, JENNIFER	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
SHEWCHUK, MICHELLE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	3.57
SHEWCHUK, MICHELLE	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	50.15
SNODGRASS, CAROLINE	01/28/2021	12/31/2020	Youth Volleyball Partial Refund	204.44.0000.3470000	41.40
SPENCER, TRAVIS	01/20/2021	12/31/2020	COVID Closure, Partial refund of League	204.207.2070300	3.57
SPENCER, TRAVIS	01/20/2021	12/31/2020	COVID Closure, Partial refund of League	204.44.0000.3470000	50.15
VETSCH, JEREMIAH	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	1.79
VETSCH, JEREMIAH	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	25.09
WESTPHAL, JANET	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
WESTPHAL, JANET	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
WESTPHAL, JANET	01/28/2021	02/09/2021	No Gym - Cancelled due to COVID	204.207.2070300	20.95
WESTPHAL, JANET	01/28/2021	02/09/2021	No Gym - Cancelled due to COVID	204.222.2222000	294.05
YANG, YENG	01/21/2021	12/31/2020	Open Swim Refund	204.207.2070300	3.00
Fund: 204 - RECREATION FUND					3,601.90
AEP ONSITE PARTNERS, LLC	419-21288014	12/31/2020	December 2020	205.44.6200.453.40020	1,271.20
AEP ONSITE PARTNERS, LLC	419-21288014	12/31/2020	December 2020	205.44.6200.453.40020	1,131.45
GARTNER REFRIGERATION & MFG, INC	W12484	02/09/2021	Materials & Labor	205.44.6200.453.40040	887.90
HUEBSCH SERVICES	20057832	02/09/2021	Mats & Brushes	205.44.6200.453.40040	280.15
HUEBSCH SERVICES	20057832	02/09/2021	Mats & Brushes	205.44.6200.453.40040	70.04
OLIPHANT, BOBBIE	01/20/2021	12/31/2020	Refund for 10 unused punches on pass	205.207.2070300	0.53
OLIPHANT, BOBBIE	01/20/2021	12/31/2020	Refund for 10 unused punches on pass	205.44.0000.3496501	7.47
OLSEN FIRE PROTECTION, INC	Z160450	12/31/2020	Water Curtain for new Glass Wall	205.44.6200.453.80200	9,630.00
PERFECTION PLUS, INC	113472	12/31/2020	Monthly contract cleaning December 2020	205.44.6200.453.40040	8,260.88
PERFECTION PLUS, INC	113494	12/31/2020	2020 Price Increases	205.44.6200.453.40040	1,518.24
TWIN CITY HARDWARE	PSI2015296	12/31/2020	Parts for Grove Door Replacements	205.44.6200.453.80200	1,245.00
TWIN CITY HARDWARE	PSI2015297	12/31/2020	Parts for Grove Door Replacement	205.44.6200.453.80200	1,600.00
YANG, YENG	01/21/2021	12/31/2020	Open Swim Refund	205.44.0000.3490200	42.00
Fund: 205 - COMMUNITY CENTER					25,944.86
WSB & ASSOCIATES, INC.	R-016668-000-5	12/31/2020	2020 HVP Phase 3 Improvements	402.44.6000.451.30700	2,166.00
Fund: 402 - PARK ACQ. & DEV. FUND					2,166.00
KIMLEY-HORN & ASSOCIATES, INC.	18090191	12/31/2020	Labor & Expenses	436.73.5900.736.30300	5,713.39
Fund: 436 - 2016 IMPROVEMENT FUND					5,713.39
WSB & ASSOCIATES, INC.	R-013050-000-27	12/31/2020	HVP Phase 2 Development	437.44.5900.737.30700	181.00
Fund: 437 - 2017 IMPROVEMENT FUND					181.00
EMMONS & OLIVIER RESOURCES	00095-0068-6	12/31/2020	Schaaf Settlement Design-Land Acquisition	439.73.5900.739.30700	6,478.00
Fund: 439 - 2019 IMPROVEMENT FUND					6,478.00
BARR ENGINEERING COMPANY	23191446.00-5	02/09/2021	Old VillageDrainage Study	440.74.5900.740.30300	3,117.50
BARR ENGINEERING COMPANY	23191446.00-5	02/09/2021	Old VillageDrainage Study	440.74.5900.740.30300	3,117.50
BRAUN INTERTEC CORPORATION	B240386	02/09/2021	Test Pit Observations and Lab Testing	440.74.5900.740.30300	2,472.75
KIMLEY-HORN & ASSOCIATES, INC.	18000523	12/31/2020	Labor & Expenses	440.74.5900.740.30300	21,884.76
KIMLEY-HORN & ASSOCIATES, INC.	18152666	12/31/2020	Labor & Expenses	440.74.5900.740.30300	18,554.20
MCLNERNY, DARLENE & MICHAEL	01/11/2021	12/31/2020	Driveway Credit PID 20-00400-28-010	440.43.0000.3703000	333.91
SHORT ELLIOTT HENDRICKSON, INC.	399231	02/09/2021	INVER Bryant Lane Area Improvement	440.74.5900.740.30300	22,581.02
SRF CONSULTING GROUP, INC	14362.00-1	02/09/2021	2021 Local Road Improvement Program	440.74.5900.740.30300	183.36
WSB & ASSOCIATES, INC.	R-017191-000-2	12/31/2020	CSAH 56 City Utility Plan Preparation	440.74.5900.740.30300	13,533.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					85,778.00
BARR ENGINEERING COMPANY	23191381.00-17	12/31/2020	Dickman Industrial Park Pond	441.74.5900.741.30300	455.00
EMMONS & OLIVIER RESOURCES	00095-0064-11	12/31/2020	IGH 2020 Development Review Assistance	441.74.5900.741.30300	31.75
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	441.74.5900.741.40020	546.63
Fund: 441 - STORM WATER MANAGEMENT					1,033.38

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HENNING PROFESSIONAL SERVICES, INC.	105-2	02/09/2021	Argenta 2021-01 Trunk Utilities	446.74.5900.746.30700	2,219.76
ROBERT M. DALSIN	02/05/2021	02/09/2021	Reimbursement Payment	446.74.5900.746.30700	82,633.20
WSB & ASSOCIATES, INC.	R-014154-000-20	12/31/2020	65th Street & Utility Improvements	446.74.5900.746.30300	1,594.00
Fund: 446 - NW AREA					86,446.96
DAKOTA CTY FINANCIAL SVCS	00040135	12/31/2020	Dakota County	451.45.3000.419.60065	6,479.30
Fund: 451 - HOST COMMUNITY FUND					6,479.30
BARR ENGINEERING COMPANY	23191452.00-2	02/09/2021	T-8 Pond Outlet Replacements	470.77.5900.770.30300	9,966.50
KIMLEY-HORN & ASSOCIATES, INC.	18138430	12/31/2020	Labor & Expenses	470.44.5900.770.30300	4,714.35
Fund: 470 - 2020 IMPROVEMENT FUND					14,680.85
AIR-LAKE MACHINE & WELDING Inc.	2505079	02/09/2021	Repair Hydrant Seat	501.50.7100.512.40043	924.60
CITY OF BLOOMINGTON	2100010	02/09/2021	Lab Samples	501.50.7100.512.30700	420.00
CORE & MAIN LP	N549302	02/09/2021	IPERL 5/8 3TS 1G SM	501.50.7100.512.75500	2,276.43
CORE & MAIN LP	N657918	02/09/2021	Upgrade 13-year radio	501.50.7100.512.75500	190.00
FIRST SUPPLY LLC	3082161-02	02/09/2021	Pipes	501.50.7100.512.40040	840.41
GA INDUSTRIES INC	439040337	02/09/2021	Equipment	501.50.7100.512.40042	2,450.83
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	501.50.7100.512.40020	12,464.58
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	501.50.7100.512.40020	4,420.99
GOPHER STATE ONE-CALL	1010485	02/09/2021	Tickets	501.50.7100.512.30700	105.30
GRAINGER	9791573828	02/09/2021	Rebuild Kit	501.50.7100.512.40040	697.48
GRAINGER	9791573836	02/09/2021	3" Nipple, Thrd at both ends	501.50.7100.512.60016	45.90
GRAINGER	9791573844	02/01/2021	3" Nipple, Thrd at both ends	501.50.7100.512.60016	45.90
HACH COMPANY	12298220	02/09/2021	Utility Chemical Supplies	501.50.7100.512.60019	614.09
HACH COMPANY	12300344	02/09/2021	Reagent set - chlorine	501.50.7100.512.60019	388.14
HYDRODESIGNS, INC	0060605-IN	02/09/2021	MCC 3YR - January 2020 payment	501.50.7100.512.30700	1,247.25
LONE OAK COMPANIES	86656	02/09/2021	Process Statements & Extrage Postage	501.50.7100.512.30700	311.97
LONE OAK COMPANIES	86656	02/09/2021	Process Statements & Extrage Postage	501.50.7100.512.50035	15.71
LONE OAK COMPANIES	02/04/2021	02/09/2021	UTILITY BILLS	501.50.7100.512.50035	773.75
MID CITY SERVICES, INC.	147006	02/09/2021	Dust mats	501.50.7100.512.40040	55.20
MN DEPT OF LABOR & INDUSTRY	ALR0115602X	02/09/2021	Elevator Annual Oper	501.50.7100.512.30700	100.00
MN GLOVE & SAFETY, INC.	327884	02/09/2021	Gloves	501.50.7100.512.60045	155.95
MN GLOVE & SAFETY, INC.	327946	02/09/2021	Gloves	501.50.7100.512.60045	45.90
MN GLOVE & SAFETY, INC.	327947	02/09/2021	Gloves	501.50.7100.512.60045	45.90
PLANT & FLANGED EQUIPMENT COMPAN	0078438-IN	02/09/2021	Duracyl Repair Kit	501.50.7100.512.40040	252.10
SCHONSTEDT INSTRUMENT COMPANY	CD106738	02/09/2021	Standard repair	501.50.7100.512.60016	305.92
TOTAL TOOL SUPPLY, INC	01444340	02/09/2021	Grinder	501.50.7100.512.60040	179.00
Fund: 501 - WATER UTILITY FUND					29,373.30
EXPERT TREE AND SERVICE AND SCIENCE	5097	02/09/2021	Remove and dispose of large Cottonwoods	502.51.7200.514.40043	5,200.00
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	502.51.7200.514.40020	353.57
LONE OAK COMPANIES	86656	02/09/2021	Process Statements & Extrage Postage	502.51.7200.514.30700	311.98
LONE OAK COMPANIES	86656	02/09/2021	Process Statements & Extrage Postage	502.51.7200.514.50035	15.72
LONE OAK COMPANIES	02/04/2021	02/09/2021	UTILITY BILLS	502.51.7200.514.50035	773.75
Fund: 502 - SEWER UTILITY FUND					6,655.02
ABBY SWENSON	12065	02/09/2021	1 Year Golf Package	503.52.8500.526.50025	200.00
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	503.52.8600.527.40020	62.00
MTI DISTRIBUTING CO	1287394-00	02/09/2021	Repair & Maintenance Equipment	503.52.8600.527.40042	334.52
MTI DISTRIBUTING CO	1287447-00	02/09/2021	Bushing-Caster	503.52.8600.527.40042	11.14
MTI DISTRIBUTING CO	1287645-00	02/09/2021	Wheel Spindle	503.52.8600.527.60040	114.11
Fund: 503 - INVER WOOD GOLF COURSE					721.77
ADVANCED GRAPHIX, INC.	206062	02/09/2021	Vehicle Repairs	602.00.2100.415.40048	181.80
ADVANCED GRAPHIX, INC.	206063	02/09/2021	Vehicle Repairs	602.00.2100.415.40048	156.80
KALDUNSKI, TOM	02/03/2021	02/09/2021	Eyeglass & Hearing Aid Replacement Reimbursement	602.00.2100.415.40048	5,000.00
LEAGUE OF MN CITIES INS TRUST	6354	02/09/2021	Claim LMC GL 000000080459	602.00.2100.415.40048	178.61
Fund: 602 - RISK MANAGEMENT					5,517.21
ALTERNATORS STARTERS & PARTS INC	A16978	02/09/2021	New Starter	603.00.5300.444.40041	249.83
CLAREY'S SAFETY EQUIPMENT	193052	02/09/2021	Safety Supplies	603.00.5300.444.40065	256.08
EMERGENCY APPARATUS MAINTENANCE	115705	12/31/2020	Parts & Labor	603.00.5300.444.40041	4,263.03
EMERGENCY APPARATUS MAINTENANCE	115706	12/31/2020	Parts & Labor	603.00.5300.444.40041	1,427.50
EMERGENCY APPARATUS MAINTENANCE	115707	12/31/2020	Parts & Labor	603.00.5300.444.40041	869.45
EMERGENCY APPARATUS MAINTENANCE	115708	12/31/2020	Parts & Labor	603.00.5300.444.40041	1,529.79
EMERGENCY APPARATUS MAINTENANCE	115709	12/31/2020	Parts & Labor	603.00.5300.444.40041	431.83
EMERGENCY APPARATUS MAINTENANCE	115935	02/09/2021	Parts & Labor	603.00.5300.444.40041	1,960.51
GIP III ZEPHYR ACQUISITION PARTNERS	INVRGRV-12101	12/31/2020	November 2020	603.00.5300.444.40020	1,245.79
INVER GROVE FORD	6324242/1	12/31/2020	Repairs	603.00.5300.444.40041	31.25
INVER GROVE FORD	6326331/1	12/31/2020	HVAC Repair	603.00.5300.444.40041	2,448.94
INVER GROVE FORD	5295214	02/09/2021	Brake Lining Kits	603.00.5300.444.40041	470.24
INVER GROVE FORD	6333470/1	02/09/2021	Install remote starter	603.00.5300.444.40041	517.19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5295369	02/09/2021	TANK ASY - RADIATOR	603.00.5300.444.40041	91.64
INVER GROVE FORD	6334080/1	02/09/2021	Engine Repair	603.00.5300.444.40041	310.33
INVER GROVE FORD	5295541	02/09/2021	Cover - Wheel	603.00.5300.444.40041	118.88
INVER GROVE FORD	6334484/1	02/09/2021	Replace Cabin Filter	603.00.5300.444.40041	81.71
INVER GROVE FORD	5295803	02/09/2021	ROTOR ASY - BRAKE	603.00.5300.444.40041	156.88
INVER GROVE FORD	5295865	02/09/2021	CALIPER ASY	603.00.5300.444.40041	93.96
INVER GROVE FORD	5295891	02/09/2021	Pin - Locating	603.00.5300.444.40041	8.79
INVER GROVE FORD	5295949	02/09/2021	ROTOR ASY - BRAKE	603.00.5300.444.40041	130.24
INVER GROVE FORD	6335087/1	02/09/2021	Aligned front and rear toe	603.00.5300.444.40041	189.99
KIMBALL MIDWEST	8502156	02/09/2021	Protector & Weights	603.00.5300.444.60012	351.99
KIMBALL MIDWEST	8547246	02/09/2021	Nuts & Bolts	603.00.5300.444.60012	103.00
KIMBALL MIDWEST	8547246	02/09/2021	Nuts & Bolts	603.140.1450050	75.00
KIMBALL MIDWEST	8548138	02/09/2021	Protector	603.00.5300.444.60012	27.10
NUSS TRUCK AND EQUIPMENT	4025362B	12/31/2020	Parts & Labor	603.00.5300.444.40041	720.28
PERFECTION PLUS, INC	113472	12/31/2020	Monthly contract cleaning December 2020	603.00.5300.444.40040	736.68
PERFECTION PLUS, INC	113494	12/31/2020	2020 Price Increases	603.00.5300.444.40040	157.52
UNIFIRST CORPORATION	0900603221	02/09/2021	Clothing / Uniforms	603.00.5300.444.40065	138.69
UNIFIRST CORPORATION	0900603221	02/09/2021	Clothing / Uniforms	603.00.5300.444.60045	39.08
Fund: 603 - CENTRAL EQUIPMENT					19,233.19
AEP ONSITE PARTNERS, LLC	419-21288014	12/31/2020	December 2020	605.00.7500.460.40020	675.11
HUEBSCH SERVICES	20057831	02/09/2021	Brushes & Mats	605.00.7500.460.40065	163.53
MCKINSTRY ESSENTION LLC	20045918	02/09/2021	Transition to Sustainable Operations	605.00.7500.460.30700	4,037.50
PERFECTION PLUS, INC	113472	12/31/2020	Monthly contract cleaning December 2020	605.00.7500.460.40040	6,068.52
PERFECTION PLUS, INC	113494	12/31/2020	2020 Price Increases	605.00.7500.460.40040	1,480.80
PERFECTION PLUS, INC	113495	02/09/2021	Disinfect & Apply Protectant to 11 Vehicles	605.00.7500.460.30700	1,375.00
Fund: 605 - CITY FACILITIES					13,800.46
PRO-TECH DESIGN INC.	99291	12/31/2020	Computer Hardware	606.00.1400.413.80610	2,150.18
Fund: 606 - TECHNOLOGY FUND					2,150.18
BARR ENGINEERING COMPANY	23190328.19-24	02/09/2021	IGH 2019 Project Reviews & Studies	702.229.2283203	92.50
EMMONS & OLIVIER RESOURCES	00095-0064-11	12/31/2020	IGH 2020 Development Review Assistance	702.229.2282100	52.00
EMMONS & OLIVIER RESOURCES	00095-0064-11	12/31/2020	IGH 2020 Development Review Assistance	702.229.2285603	3,911.75
EMMONS & OLIVIER RESOURCES	00095-0067-7	12/31/2020	NWA Regional Model Updates 2020	702.229.2282100	814.50
INDUSTRIAL EQUITIES LLP	02/03/2021	02/09/2021	Escrow Release	702.229.2308802	80,000.00
SAFETY SIGNS	210103	02/09/2021	Signs	702.229.2285702	1,305.00
SAFETY SIGNS	210103	02/09/2021	Signs	702.229.2287302	600.00
SAFETY SIGNS	210103	02/09/2021	Signs	702.229.2296102	750.00
SAFETY SIGNS	210103	02/09/2021	Signs	702.229.2306802	495.00
WSB & ASSOCIATES, INC.	R-017267-000-1	12/31/2020	Canvas Collector Road Engineer Review 20	702.229.2291103	2,437.25
Fund: 702 - ESCROW FUND					90,458.00
Grand Total					813,601.67

**Request for Council Action**

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: February 22, 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 two (2) 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:

7008 RIVER ROAD: CASSIE VERCH

8343 CORCORAN CIRCLE: BORIS MAKHLIN

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 22, 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:

Melia Curielli, Fitness Worker

Voluntary Resignations, Retirements and/or Terminations:

Ryan Elasky, Patrol Officer

Cory Anderson, Personal Trainer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2021
 Item Type: Consent
 Contact: Chief Melissa Chiodo, Police Dept.
 Prepared by: Melissa Chiodo, Police Chief
 Reviewed by: Melissa Chiodo, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider acceptance of a \$1,000.00 donation to Inver Grove Heights Police Department from a AMVETS POST # 1, and direct allocation to the police department's Police Explorer Fund.

SUMMARY:

On January 10th, 2021, the police department received a check for \$1,000.00 to be used for the Police Explorers Fund.

The AMVETS expressed gratitude to the Police Department's Explorer Program. Police Staff sincerely thank this organization for this generous donation!

RESOLUTION NO. 2021-39

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

WHEREAS, the City of Inver Grove Heights (City) is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts; and

WHEREAS, AMVETS POST #1 would like to donate One Thousand Dollars (\$1,000.00) to the City, which is to be used for Police Explorers; and

WHEREAS, such donations has been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City is appreciative of the donation and finds that it is appropriate to accept the donation.

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of funds in the amount One thousand Dollars (\$1,000.00) to be used for Police Explorers

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of February 2021.

INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 22, 2021
 Item Type: Consent
 Contact: Chief Melissa Chiodo, Police Dept.
 Prepared by: Melissa Chiodo, Police Chief
 Reviewed by: Melissa Chiodo, Police Chief

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider acceptance of a Weber Wood Pellet Grill valued at approximately \$1,600.00 donated to the Inver Grove Heights Police Department by Lowe's Home Improvement in West St. Paul. This grill is for use at Police Sponsored Community Events.

SUMMARY:

On January 22nd, 2021, the police department received a Weber Wood Pellet Grill valued at approximately \$1,600.00.

The Lowe's Home Improvement in West St. Paul expressed gratitude to the Police Department and the work they do for the community. Police Staff sincerely thank this organization for this generous donation!

RESOLUTION NO. 2021-40

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

WHEREAS, the City of Inver Grove Heights (City) is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts; and

WHEREAS, Lowe's Home Improvement of West St. Paul would like to donate a Weber Wood Pellet Grill with a value of (\$1,600.00) to the City, which is to be used for Police Sponsored Community Events; and

WHEREAS, such donations has been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City is appreciative of the donation and finds that it is appropriate to accept the donation.

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of the Weber Wood Pellet Grill the value of One Thousand Six Hundred Dollars (\$1,600.00) to be used for Police Sponsored Community Events.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of February, 2021.

INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: RESOLUTION APPROVING THE SETTLEMENT DOCUMENTS RELATED TO TWO LAWSUITS INVOLVING THE PROPERTY AT 6425 DELILAH AVENUE

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Pending Litigation	Amount included in current budget	
Contact:	Timothy J. Kuntz, City Attorney	Budget amendment requested	
Prepared by:	Timothy J. Kuntz, City Attorney	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Council is asked to approve the settlement documents with regard to two lawsuits:

1. In Re Estate of Judy Diane Lawrence; Dakota County Probate No. 19-HA-PR-17-799
2. Allstate Insurance Company v. General Administrator of the Estate of Judy Lawrence; Sherry Robinette; Dakota County; Mortgagor; Mortgagee; Debris Escrow Interest, Court File No. 19HA-CV-19-18

SUMMARY:

The insurance company and those that claimed an interest in the property at 6425 Delilah Avenue, Inver Grove Heights, Minnesota, have settled the two lawsuits relating to the insurance monies and the clearing of title to the property. It is recommended that the City approve the settlement documents. The details to the settlement are set forth in the attached City Attorney Memo and Resolution.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
SCOTT M. LUCAS
DAVID L. SIENKO
TONA T. DOVE
AARON S. PRICE
CASSANDRA C. WOLFGAM
CASSANDRA J. BAUTISTA
AMANDA J. JOHNSON

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 17, 2021
**RE: Resolution Approving The Settlement Documents Related To Two Lawsuits
Involving The Property At 6425 Delilah Avenue; February 22, 2021 Council
Meeting**

Section 1. Background. The City of Inver Grove Heights was named as a party to the following two lawsuits, both of which involve the property at 6425 Delilah Avenue:

- In Re Estate of Judy Diane Lawrence; Dakota County Probate No. 19-HA-PR-17-799
- Allstate Insurance Company v. General Administrator of the Estate of Judy Lawrence; Sherry Robinette; Dakota County; Mortgagor; Mortgagee; Debris Escrow Interest, Court File No. 19HA-CV-19-18

The property at 6425 Delilah Ave was the subject of a severe fire on August 24, 2017. The dwelling was severely damaged and Judy Lawrence died in the fire.

Since that time, the entities that have an interest in the property have been involved in lawsuits generally addressing how much the insurance company has to pay for the damage and who is entitled to record title of the property. The City was named as a party because of the possibility that the City could request an escrow out of the insurance proceeds to cover demolition of the dwelling under Minn. Stat. § 65A.50. The City did not file a demand for an escrow because the statute requires that if there is a first mortgage, any monies received by the City have to be paid over to the first mortgagee up to the amount owed the first mortgagee. In this instance the amount being paid by the insurance company (\$122,953) is approximately equal to the amount that needs to be paid to the first mortgagee (\$120,412.48), together with a settlement amount to the current occupant to remove the interest of the occupant and remove the first mortgage.

There are three liens against the property at 6425 Delilah Avenue:

- First mortgage to Nationstar Mortgage, LLC for a balance owed of \$120,412.48
- A second mortgage to United States Department of Housing and Urban Development (HUD) in the amount of \$34,505.54
- A third lien in favor of Dakota County for medical assistance provided to a previous owner of the property in the amount of \$53,000, plus interest

The insurance settlement amount does not cover all three liens; so, once the insurance proceeds are paid out, the Estate of Judy Lawrence will sell the property and apply the sale proceeds to the extent available to pay as many of the liens as possible, together with an amount to remove the real property interest of the current occupant.

The details of the settlement are contained in the following attached Settlement Documents:

- Stipulation Regarding Property of the Estate (19-HA-PR-17-799)
- Full and Final Release of All Claims (19-HA-CV-19-18)
- Stipulation for Dismissal With Prejudice (19-HA-CV-19-18)

The City will receive a covenant in the Purchase Agreement that the occupant has to abandon the property and leave the premises and that any Purchase Agreement has to contain a provision that the dwelling has to be demolished within 6 months after the closing or the owner has to obtain a building permit for restoration within 90 days after the closing on the sale of the property.

Section 2. Council Action. It is recommended that the City authorize execution of the Settlement Documents attached to the accompanying *Resolution Approving The Settlement Documents Related To Two Lawsuits Involving The Property At 6425 Delilah Avenue.*

Attachments

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

RESOLUTION NO. 2021-41

**RESOLUTION APPROVING THE SETTLEMENT DOCUMENTS RELATED TO TWO
LAWSUITS INVOLVING THE PROPERTY AT 6425 DELILAH AVENUE**

WHEREAS, the City of Inver Grove Heights was named as a party to the following two lawsuits, both of which involve the property at 6425 Delilah Avenue:

- In Re Estate of Judy Diane Lawrence; Dakota County Probate No. 19-HA-PR-17-799
- Allstate Insurance Company v. General Administrator of the Estate of Judy Lawrence; Sherry Robinette; Dakota County; Mortgagor; Mortgagee; Debris Escrow Interest, Court File No. 19HA-CV-19-18

WHEREAS, the property at 6425 Delilah Ave was the subject of a severe fire on August 24, 2017. The dwelling was severely damaged and Judy Lawrence died in the fire.

WHEREAS, since that time, the entities that have an interest in the property have been involved in lawsuits generally addressing how much the insurance company has to pay for the damage and who is entitled to record title of the property. The City was named as a party because of the possibility that the City could request an escrow out of the insurance proceeds to cover demolition of the dwelling under Minn. Stat. § 65A.50. The City did not file a demand for an escrow because the statute requires that if there is a first mortgage, any monies received by the City have to be paid over to the first mortgagee up to the amount owed the first mortgagee. In this instance the amount being paid by the insurance company (\$122,953) is approximately equal to the amount that needs to be paid to the first mortgagee (\$120,412.48), together with a settlement amount to the current occupant to remove the interest of the occupant and remove the first mortgage.

WHEREAS, there are three liens against the property at 6425 Delilah Avenue:

- First mortgage to Nationstar Mortgage, LLC for a balance owed of \$120,412.48
- A second mortgage to United States Department of Housing and Urban Development (HUD) in the amount of \$34,505.54
- A third lien in favor of Dakota County for medical assistance provided to a previous owner of the property in the amount of \$53,000, plus interest

WHEREAS, the insurance settlement amount does not cover all three liens; so, once the insurance proceeds are paid out, the Estate of Judy Lawrence will sell the property and apply the

sale proceeds to the extent available to pay as many of the liens as possible, together with an amount to remove the real property interest of the current occupant.

WHEREAS, the details of the settlement are contained in the following attached Settlement Documents:

- Stipulation Regarding Property of the Estate (19-HA-PR-17-799)
- Full and Final Release of All Claims (19-HA-CV-19-18)
- Stipulation for Dismissal With Prejudice (19-HA-CV-19-18)

WHEREAS, the City will receive a covenant in the Purchase Agreement that the occupant has to abandon the property and leave the premises and that any Purchase Agreement has to contain a provision that the dwelling has to be demolished within 6 months after the closing or the owner has to obtain a building permit for restoration within 90 days after the closing on the sale of the property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights:

1. The City Council hereby approves the attached Settlement Documents.
2. The City Council authorizes the City Attorney, Mayor and City Clerk to execute the attached Settlement Documents.

Passed this 22nd day of February, 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

=====

PROBATE DIVISION

Court File No. **19-HA-PR-17-799**

In Re: Estate of

JUDY DIANE LAWRENCE

**STIPULATION REGARDING
PROPERTY OF THE ESTATE**

Decedent.

=====

The undersigned parties, through their counsel of record, agree as follows:

WHEREAS, the decedent and all of the below parties have an interest in the real property located in Dakota County, Minnesota legally described as:

LOTS 17 AND 18, BLOCK 18 of INVER GROVE FACTORY ADDITION

Commonly known as: 6425 Delilah Avenue, Inver Grove Heights, Minnesota

WHEREAS, said Property was damaged by a fire on August 24, 2017, causing the decedent's death and extensive structure and personal property damage. Said Property was the decedent's homestead and that of her pre-deceased spouse, Steven L. Lawrence.

WHEREAS, said Property is subject to a Transfer on Death Deed recorded before decedent's death in favor of party Sherry Robinette, and she has been in possession of the Property since that time, and

WHEREAS, the Property and the contents were insured by Allstate Insurance Company, and those claims are presently in litigation in Dakota County District Court, in an interpleader action, court file number 19HA-CV-19-18, (the "Interpleader Action")

WHEREAS, the Property is encumbered by two (2) mortgages, the first held by

Nationstar Mortgage, and the second mortgage formerly held by Mr. Cooper, presently held by the United States Secretary of Housing and Urban Development (HUD), and represented by DIMONT, as trustee, care of Cheryl Johnson, contact information as indicated below:

WHEREAS, Dakota County has a claim against the Estate and a lien on the Property for nursing home care for decedent's pre-deceased spouse, Steven L. Lawrence per Minn. Stat.

256B.15

WHEREAS, the City of Inver Grove Heights has an interest in the Property, and the proposed sale thereof per Minn. Stat. 65A.50, due to the need for removal and/or re-development of the Property, and

WHEREAS, the parties wish to resolve the pending dispute which will involve also settling the Interpleader Action, and clarifying ownership of the Property in the Estate, and provisions involving disposition of the Property by the Estate, and

WHEREAS, the Estate has only contingent and remote interest in the dwelling loss insurance proceeds and Property, but does own the Personal Property Loss claim, which is a separate claim.

NOW THEREFORE, the parties hereto agree as follows:

I.

Allstate Insurance Company agrees to pay to the Order of the Estate of Judy Lawrence, or to General Administrator's account, or IOLTA Trust account of counsel, John C. James, the amount of \$ 122,953.00 in full and final settlement of the dwelling claim, and the pending interpleader case no. 19HA-CV-19-18. (hereinafter "Dwelling Funds") Allstate Insurance Company shall pay the sum of \$ 15,000.00 as and for the full and final settlement of the personal property loss claim, and the Interpleader Action.

II.

The funds Shall be distributed in the following amounts and priority:

a. Nation Star Mortgage shall be paid the sum of \$ **120,412.48** on or before **February 28, 2021**, and thereafter the payoff shall increase by terms of the mortgage until payment is tendered. Following receipt of payment to satisfy it's first lien mortgage in full, said Nationstar Mortgage LLC shall provide the general administrator of the Estate with a Satisfaction of Mortgage in recordable form.

III.

The second priority of payment shall be the sum of \$ 7,500.00 payable jointly to Sherry Robinette and her counsel of record, Ed Beckmann Law Firm. Upon tender of the funds Sherry Robinette shall provide the Estate with a quit claim deed in a recordable form, and shall remove her personal property and surrender possession of the Property to the general administrator of the Estate. Sherry Robinette shall also discharge all claims filed against in the Estate, and waives all claims against the general administrator and Estate.

IV.

The second mortgagee, Mr. Cooper, now Dimont as Trustee for the United States Department of Housing and Urban Development (HUD) shall be next in priority of payment in the amount of \$ 34,505.54 plus interest to date of payment. In that it is likely that the dwelling loss proceeds will be exhausted before payment, this party shall be paid from the Sale of the Property FIRST, after "costs of sale" as specified below.

V.

Upon recording of the quit claim deed from Sherry Robinette, the general administrator of the Estate shall list the Property for sale "as is" for no less than \$ **80,000** with a Minnesota licensed real estate agent, on a commission basis of no more that 7% total real estate

commission. Upon sale of the Property, the "costs of sale" shall be paid first from closing, which shall constitute necessary Seller closing costs and real estate commission. Any sale preparation or expenses to prepare the Property for sale, if any, shall be approved by all parties herein before incurrence of such expense. The remaining net amount from sale closing shall be paid as follows:

a. Mr. Cooper (Dimont as Trustee for HUD) second mortgage balance. Dimont agrees and shall provide a satisfaction of mortgage in recordable form to the closer of the transaction upon tender of payment by the closer of the transaction.

b. Dakota County, Minnesota shall receive the remainder of the funds from closing (after Costs of Sale) and satisfy its lien and claims against the Estate and provide a Clearance Certificate, and whatever other documentation is required by the closer to satisfy its claim. While it is contemplated that Dakota County will receive more than \$ 20,000 towards it's claim of \$ 52,716.01, the Estate and other parties herein cannot guaranty that result, however if it appears from the preliminary HUD-1 to be less, Dakota County may cancel the proposed sale and closing and require the Property be re-listed. In that event the Estate will abandon the Property upon notice from Dakota County, and provide Dakota County with a quit claim deed from the Estate, **if so requested by Dakota County**. The Estate and Dakota County agree that Estate funds from the personal property claim paid to the Estate are still subject to the County's claim, after payment of Estate expenses including fees of the licensed public adjuster, out-of-pocket reimbursement to the general administrator and counsel, omitted heir attorney fees, and attorney fees and general administrator and claims.

VI.

The City of Inver Grove Heights has an interest in proper reconstruction or removal and restoration of the lot of the Property. Said City of Inver Grove Heights waives it's right to deposit per Minn. Stat. 65A.50, however the Estate and all parties hereto agree that the Sale of the Property shall be subject to special conditions in the purchase agreement, and said City of Inver Grove Heights shall be a party to the purchase agreement with the proposed buyer of the Property, that said dwelling shall be removed within six (6) months of closing of sale, or that a building permit for restoration be applied for within **90 days** of closing.

VII.

Kathie Christensen and Keith Schaffer, are heirs of the Estate being represented by Joseph F. Schmidt. Said heirs were initially omitted and have incurred costs and attorney fees, **which all the parties hereto agree are a proper priority administrative claim in the Estate in the amount of \$ 1,200.00**

VIII.

The Parties hereto shall bear their own respective costs and disbursements including attorney fees, in relation to this matter, excluding counsel **James and Schmidt** and the general administrator of the Estate.

IX.

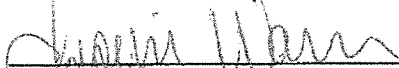
All parties hereto acknowledge that the general administrator of the Estate may have to use the proceeds of the personal property claims to address costs that are unknown or unexpected, and such expenditures or proposed expenditures will be noticed to those parties herein whose claims remain unsatisfied at the time of the proposed payment.

The Court may enter an Order in the form attached, giving force and effect to this Stipulation.

IT IS SO AGREED:

Dated: 2/10/21

DAKOTA COUNTY ATTORNEY



Jackie Warner (# 0397732)
Joseph Trojack (# 0388836)
1560 Highway 55
Hastings, MN 55033
(651) 438-4447
Jacqlyn.Warner@CO.Dakota.mn.us
Joseph.Trojack@CO.Dakota.mn.us

Attorney for the City of Inver Grove Heights

LEVANDER, GILLEN & MILLER PA

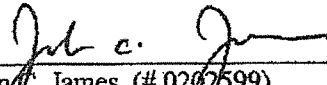
Dated: _____

Timothy J. Kuntz (# 0058993)
633 Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
TKunz@Levander.com

ESTATE OF JUDY LAWRENCE

Attorneys for General Administrator,
Karen Higgins

Dated: 2/9/21



John C. James (# 0202599)
John M. James (# 49291)
601 Carlson Parkway, Suite 1050
Minnetonka, MN 55305
(612) 332-8211
JCJ004910@juno.com

DYKEMA GOSSETT PLLC

Attorneys for Nationstar

Dated: _____

Kristina H. Kaluza (# 0390899)
4000 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
(612) 486-1520
kkaluza@dykema.com

BECKMANN LAW FIRM LLC

Attorneys for Sherry Robinette

Dated: _____

Edward E. Beckmann (# 29309X)
3800 American Boulevard West
Suite # 1500
Bloomington, MN 55431
(952) 921-5848
ed@beckmannlawfirm.com

**DIMONT IN TRUST FOR MR.
COOPER and
United States Department of Housing and
Urban Development**

ATTN: Cheryl Johnson
ISAOA ATMA
18451 Dallas Parkway, Suite 200
Dallas, Texas 75287-5210
Cheryl.Johnson@dimont.com

Dated: _____

BY: _____
ITS: _____

Attorneys for Kathie Christensen
Keith Schaffer

Dated: 2/3/2021

/s/ Joseph F. Schmidt

Joseph F. Schmidt (# 96994)
The Kenosha – Suite 4
1204 Harmon Place
Minneapolis, MN 55403
jschmidt@unique-software.com

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

PROBATE DIVISION

Court File No. **19-HA-PR-17-799**

In Re: Estate of

ORDER

JUDY DIANE LAWRENCE

Decedent.

This matter came before the Court on a "Stipulation Regarding Property of the Estate"
by counsel for the parties,

ORDER

1. The terms and provisions of said Stipulation shall be the Order of the Probate Court.
2. The Parties shall bear their own respective costs and disbursements, including attorney fees, in relation to this matter.

IT IS SO ORDERED

BY THE COURT

Dated: _____

The Honorable _____
Judge of the District Court

FULL AND FINAL
RELEASE OF ALL CLAIMS

WHEREAS, at all times pertinent hereto, Allstate Insurance Company (hereinafter "Allstate"), an insurance company authorized to do business in the State of Minnesota, issued a policy of insurance to Steven L. and Judy Diane Lawrence bearing policy number 000011592970;

WHEREAS, at all times pertinent hereto, Steven L. and Judy Diane Lawrence owned a home at 6425 Delilah Avenue, Inver Grove Heights, Minnesota 55076-1736;

WHEREAS, that on or about August 24, 2017, the Lawrence property insured by Allstate sustained a significant fire loss. Steven Lawrence had passed away prior to the loss, and Judy Diane Lawrence perished in the fire;

WHEREAS, Sherry Robinette claims to have an interest in the property and/or the insurance proceeds;

WHEREAS, the Estate of Judy Diane Lawrence claims to have an interest in the property and/or the insurance proceeds;

WHEREAS, Dakota County claims to have an interest in the property and/or the insurance proceeds;

WHEREAS, the City of Inver Grove Heights claims to have an interest in the property and/or the insurance proceeds;

WHEREAS, Nationstar Mortgage, LLC claims to have an interest in the property and/or the insurance proceeds;

WHEREAS, Dimont in Trust for Mr. Cooper and United States Department of Housing and Urban Development claim to have an interest in the property and/or the insurance proceeds;

WHEREAS, Kathie Christensen and Keith Schaffer claim to have an interest in the property and/or the insurance proceeds

WHEREAS, all people or entities potentially with an interest in the property and/or the insurance proceeds have been identified and are signing this Full and Final Release of All Claims;

WHEREAS, Allstate began an interpleader action in the State of Minnesota, County of Dakota District Court entitled Allstate Insurance Company v. General Administrator of the Estate of Judy Lawrence; Sherry Robinette; Dakota County; Mortgagor; Mortgagee; Debris Escrow Interest, Court File No. 19HA-CV-19-18;

WHEREAS, various parties objected to the valuation applied by Allstate;

WHEREAS, the parties desire to compromise and settle their claims based on the following payments:

1. That Allstate shall pay the sum of One Hundred Twenty-two Thousand, Nine Hundred Fifty-three Dollars (\$122,953) on the dwelling loss and Fifteen Thousand Dollars (\$15,000) on the personal property claim for a total of One Hundred Thirty-seven Thousand, Nine Hundred Fifty-three Dollars (\$137,953).

2. That Allstate's payment shall be made payable to the Trust Account of attorney John James, who agrees to hold the payment in the trust account and disburse it per the agreement reached among the parties.

3. That in exchange for Allstate's payment, the sufficiency of which is hereby acknowledged, the undersigned do hereby forever release, discharge and acquit said Allstate, its representatives, employees, agents, adjusters, insurers, claims representatives, contractors,

attorneys and assigns of and from any and all demands, claims and causes of action, which the undersigned have, or may have, whether under the aforesaid policy of insurance or otherwise, by virtue of and arising out of loss and damages sustained as a result of the fire referred to above.

4. That the undersigned Releasors will direct their respective attorney to sign and return a Stipulation of Dismissal with Prejudice to counsel for Allstate.

5. That the undersigned hereby declare the terms of this Release have been completely read and are fully understood and voluntarily accepted. The undersigned further hereby acknowledge that this Release is not a mere recital, but constitutes a binding contract of settlement.

Dated: February 9, 2021

ESTATE OF JUDY LAWRENCE

I declare under penalty of perjury that everything I have stated in this document is true and correct:

By Karen Higgins
Karen Higgins
Its General Administrator

Dated: February __, 2021

SHERRY ROBINETTE

I declare under penalty of perjury that everything I have stated in this document is true and correct:

Sherry Robinette

Dated: February ___, 2021

NATIONSTAR MORTGAGE, LLC

I declare under penalty of perjury that everything I have stated in this document is true and correct:

By _____

Its Authorized Representative

Dated: February ___, 2021

DAKOTA COUNTY

I declare under penalty of perjury that everything I have stated in this document is true and correct:

By _____

Its Authorized Representative

Dated: February ___, 2021

CITY OF INVER GROVE HEIGHTS

I declare under penalty of perjury that everything I have stated in this document is true and correct:

By _____

Its Authorized Representative

Dated: February ___, 2021

**DIMONT IN TRUST FOR MR. COOPER and
United States Department of Housing and Urban
Development**

**I declare under penalty of perjury that
everything I have stated in this document is true
and correct:**

By _____

Its Authorized Representative

Dated: February ___, 2021

**KATHIE CHRISTENSEN AND
KEITH SCHAFFER**

**I declare under penalty of perjury that
everything I have stated in this document is true
and correct:**

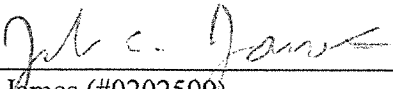
By _____

Kathie Christensen

By _____

Keith Schaffer

APPROVED AS TO FORM

By 
John C. James (#0202599)
John M. James (MN #49591)

Carlson Tower
601 Carlson Parkway
Suite 1050
Minnetonka, MN 55305

jcj004910@juno.com

Phone: 612-332-8211

Attorneys for the Estate of Judy Lawrence

BECKMANN LAW FIRM, LLC

By _____
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Suite 1500

Bloomington, MN 55431

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Attorney for Sherry Robinette

DYKEMA GOSSETT, PLLC

By _____
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Michael A. Stephani (#390262)

4000 Wells Fargo Center

90 South Seventh Street

Minneapolis, MN 55402

kkaluza@dykema.com

mstephani@dykema.com

Phone: 612-486-1520

Attorney for Mortgagee Nationstar Mortgage, LLC

OFFICE OF THE DAKOTA COUNTY ATTORNEY

By: _____

Jackie Warner (#0397732)
Assistant Dakota County Attorney
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Jacqlyn.warner@co.dakota.mn.us
Phone: 651-438-4545
Attorney for Dakota County

LEVANDER, GILLEN & MILLER P.A.

By: _____

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TKuntz@Levander.com
Phone: 651-451-1831
Attorney for City of Inver Grove Heights

By: _____

Joseph F. Schmidt (#96994)
The Kenosha – Suite 4
1204 Harmon Place
Minneapolis, MN 55403
jschmidt@unique-software.com
Attorneys for Kathie Christensen and Keith Schaffer

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Allstate Insurance Company,

Plaintiff,

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

Case Type: Other Civil
(Insurance Interpleader)

vs.

**STIPULATION FOR DISMISSAL
WITH PREJUDICE**

General Administrator of the Estate of Judy
Lawrence; Sherry Robinette; Dakota County;
Mortgagor; Mortgagee; Debris Escrow Interest,

Defendants.

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, that the above-captioned matter has been fully compromised and settled and is hereby dismissed, with prejudice, on the merits, and without costs to any party.

MEAGHER + GEER. PLLP

Dated: _____

By: _____

Tony R. Krall (#159694)
33 South Sixth Street, Suite 4400
Minneapolis, MN 55402
Telephone: (612) 312-3348
Facsimile: (612) 338-8384
E-mail: tkrall@meagher.com
*Attorneys for Plaintiff Allstate
Insurance Company*

Dated: _____

By: _____

John C. James (MN #202599)
John M. James (MN #49591)
601 Carlson Parkway, Suite 1050
Minnetonka, MN 55305
Telephone: (612) 332-8211
JCJ004910@juno.com
*Attorneys for Defendant Estate of
Judy Lawrence*

**OFFICE OF THE DAKOTA
COUNTY ATTORNEY**

Dated: _____

By: _____

Jackie Warner (MN #0397732)
Assistant Dakota County Attorney
Dakota County Attorney's Office
1560 Highway 55
Hastings, MN 55033
Telephone: (651) 438-4545
Jacqlyn.warner@co.dakota.mn.us
Attorney for Defendant Dakota County

**LEVANDER, GILLEN & MILLER
P.A.**

Dated: _____

By: _____

Timothy J. Kuntz (MN #0058993)
633 Concord Street South
Suite 400
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Facsimile: (651) 450-7384
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*Attorney for Defendant City of Inver
Grove Heights*

DYKEMA GOSSETT PLLC

Dated: _____

By: _____
Kristina H. Kaluza (MN #0390899)
Michael A. Stephani (MN #390262)
4000 Wells Fargo Center
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kkaluza@dykema.com
mstephani@dykema.com
*Attorneys for Defendant Nationstar
Mortgage LLC*

BECKMAN LAW FIRM, LLC

Dated: _____

By: _____
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3800 American Boulevard West
Suite 1500
Bloomington, MN 55431
Telephone: (952) 921-5848
Facsimile: (952) 921-5801
E-mail: ed@beckmannlawfirm.com
*Attorneys for Defendant Sherry
Robinette*



Request for Council Action

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: February 22, 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 CONSIDERATION OF RENTAL HOUSING LICENSE

PURPOSE/ACTION REQUESTED

The City Council is asked to schedule a hearing regarding a rental license application for the property located at 6930 Crosby.

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 ensure 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 application has been submitted:

6930 Crosby Road

The above application has been found to be complete. Staff are recommending that the license application be scheduled for a hearing on March 22, 2021 for Council consideration of a staff recommendation of denial of the rental license application based on police call volume/incidents at the property and other good cause.

RECOMMENDATIONS

Community Development staff recommends setting the application for a rental license for the property located at 6930 Crosby Road for a hearing at the March 22, 2021 Council Meeting for Council consideration of a staff recommendation of denial of the rental license application. Staff shall provide notice of the hearing date, time, and location and recommendation of license denial to the applicant at least ten (10) days prior to the hearing.



Request for Council Action

TITLE: Resolution Approving Two Purchase Agreements Relating to Land Swap Transaction with the City and Kurt Rechtzigel

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Property Acquisition	Amount included in current budget	
Contact:	Timothy J. Kuntz, City Attorney	Budget amendment requested	
Prepared by:	Timothy J. Kuntz, City Attorney	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to consider the attached Resolution Approving the following two Purchase Agreements at the February 22, 2021 Council meeting:

- Purchase Agreement from Rechtzigel (as Seller) to the City (as Buyer)
- Purchase Agreement from the City (as Seller) to Rechtzigel (as Buyer)

In addition, the Community Development Director and City staff are requesting authorization to obtain proposals and select consultants to prepare necessary final legal descriptions with exhibits including a Phase I Environmental Study.

SUMMARY:

This involves a Purchase Agreement between the City of Inver Grove Heights (City) and Kurt A. Rechtzigel (Rechtzigel) for the purchase of a portion of Dakota County Tax Parcel No. 20-00800-51-012 (currently owned by Rechtzigel) in exchange for the sale by the City to Rechtzigel of a portion of Dakota County Tax Parcel No. 20-00800-51-020 (currently owned by the City).

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
SCOTT M. LUCAS
DAVID L. SIENKO
TONA T. DOVE
AARON S. PRICE
CASSANDRA C. WOLFGAM
CASSANDRA J. BAUTISTA
AMANDA J. JOHNSON

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 17, 2021
**RE: Resolution Approving Two Purchase Agreements Relating to Land Swap
Transaction with the City and Kurt Rechtzigel; February 22, 2021 Council
Meeting**

Section 1. Background. This agenda item involves a Purchase Agreement between the City of Inver Grove Heights (City) and Kurt A. Rechtzigel (Rechtzigel) for the purchase of a portion of Dakota County Tax Parcel No. 20-00800-51-012 (currently owned by Rechtzigel) in exchange for the sale by the City to Rechtzigel of a portion of Dakota County Tax Parcel No. 20-00800-51-020 (currently owned by the City).

Rechtzigel owns land contiguous to Land owned by the City and the City has a need for a portion of the Rechtzigel property for storm water management control and capacity purposes.

The parties have negotiated two Purchase Agreements attached hereto. One Purchase Agreement addresses the transfer of a portion of the City parcel to Rechtzigel in exchange for Rechtzigel conveying a portion of his tax parcel to the City; the other Purchase Agreement addresses the transfer by Rechtzigel to the City of a portion of the Rechtzigel tax parcel in exchange for the City transferring to Rechtzigel a portion of the City tax parcel. The portions being conveyed will be depicted and legally described in the respective Purchase Agreements.

An outline of the transaction is as follows:

1. The consideration is the transfer of a portion of the respective tax parcels.
2. In each instance the seller is responsible to pay for a title insurance commitment.
3. In each instance the seller is responsible for the state deed tax.
4. In each instance the buyer is responsible for the title insurance premium.
5. Each party will pay one-half the cost of a Phase I Environmental Assessment.

6. Each party will pay one-half the cost of the survey work that needs to be performed to describe the parcels being conveyed, the parcels being retained as well as the drainage, utility and stormwater easements that are being conveyed to the City by Rechtzigel or being reserved by the City in the deed from the City to Rechtzigel.
7. Rechtzigel will reimburse the City for one-half the cost of the legal fees incurred by the City including the cost relating to drafting the documents, reviewing the surveys, Phase I Environmental Assessments, title commitments and title insurance policies and attending the closing.
8. The closing date is set for April 16, 2021.
9. The Due Diligence Deadline is April 5, 2021.

The major contingencies are marketable title, no Recognized Environmental Conditions on the properties and agreement on the legal descriptions for the easements as well as review by the Planning Commission to determine that the transfers are consistent with the City's Comprehensive Plan.

The Purchase Agreement relating to the transfer of land from the City to Rechtzigel provides that Rechtzigel shall not grade or conduct any excavation in the parcel being conveyed by the City unless Rechtzigel first obtains a land alteration permit from the City.

Section 2. Council Action. The Council is asked to consider the attached Resolution Approving the following two Purchase Agreements at the February 22, 2021 Council meeting:

- Purchase Agreement from Rechtzigel (as Seller) to the City (as Buyer)
- Purchase Agreement from the City (as Seller) to Rechtzigel (as Buyer)

In addition, the attached Resolution authorizes the Community Development Director and City staff to obtain proposals and select consultants to prepare necessary final legal descriptions with exhibits including a Phase I Environmental Study.

Attachments

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

RESOLUTION NO. 2021-42

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS (AS SELLER) AND KURT A. RECHTZIGEL (AS BUYER)
AND RELATING TO THE PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS (AS BUYER) AND KURT A. RECHTZIGEL (AS SELLER)**

WHEREAS, this resolution involves a Purchase Agreement between the City of Inver Grove Heights (City) and Kurt A. Rechtzigel (Rechtzigel) for the purchase of a portion of Dakota County Tax Parcel No. 20-00800-51-012 (currently owned by Rechtzigel) in exchange for the sale by the City to Rechtzigel of a portion of Dakota County Tax Parcel No. 20-00800-51-020 (currently owned by the City).

WHEREAS, Rechtzigel owns land contiguous to land owned by the City and the City has a need for a portion of the Rechtzigel property for storm water management control and capacity purposes.

WHEREAS, the parties have negotiated two Purchase Agreements attached hereto. One Purchase Agreement addresses the transfer of a portion of the City parcel to Rechtzigel in exchange for Rechtzigel conveying a portion of his tax parcel to the City; the other Purchase Agreement addresses the transfer by Rechtzigel to the City of a portion of the Rechtzigel tax parcel in exchange for the City transferring to Rechtzigel a portion of the City tax parcel. The portions being conveyed will be depicted and legally described in the respective Purchase Agreements.

WHEREAS, an outline of the transaction is as follows:

1. The consideration is the transfer of a portion of the respective tax parcels.
2. In each instance the seller is responsible to pay for a title insurance commitment.
3. In each instance the seller is responsible for the state deed tax.
4. In each instance the buyer is responsible for the title insurance premium.
5. Each party will pay one-half the cost of a Phase I Environmental Assessment.
6. Each party will pay one-half the cost of the survey work that needs to be performed to describe the parcels being conveyed, the parcels being retained as well as the drainage, utility and stormwater easements that are being conveyed to the City by Rechtzigel or being reserved by the City in the deed from the City to Rechtzigel.
7. Rechtzigel will reimburse the City for one-half the cost of the legal fees incurred by the City including the cost relating to drafting the documents, reviewing the surveys, Phase I Environmental Assessments, title commitments and title insurance policies and attending the closing.
8. The closing date is set for April 16, 2021.
9. The Due Diligence Deadline is April 5, 2021.

WHEREAS, the major contingencies are marketable title, no Recognized Environmental Conditions on the properties and agreement on the legal descriptions for the easements as well as review by the Planning Commission to determine that the transfers are consistent with the City's Comprehensive Plan.

WHEREAS, the Purchase Agreement relating to the transfer of land from the City to Rechtzigel provides that Rechtzigel shall not grade or conduct any excavation in the parcel being conveyed by the City unless Rechtzigel first obtains a land alteration permit from the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Inver Grove Heights:

1. The following attached two Purchase Agreements are hereby approved:
 - Purchase Agreement from Rechtzigel (as Seller) to the City (as Buyer)
 - Purchase Agreement from the City (as Seller) to Rechtzigel (as Buyer)
2. The Mayor and City Clerk are authorized to execute the attached two Purchase Agreements.
3. The Community Development Director and City staff are authorized to obtain proposals and select consultants to prepare necessary final legal descriptions with exhibits including a Phase I Environmental Study.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of February, 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**PURCHASE AGREEMENT
BY AND BETWEEN**

**KURT A. RECHTZIGEL
(SELLER)**

AND

**CITY OF INVER GROVE HEIGHTS
(BUYER)**

**FOR PURCHASE OF A PORTION OF LAND LOCATED AT
1407 – 80TH STREET E., INVER GROVE HEIGHTS, MINNESOTA, DAKOTA COUNTY**

(Closing Date: April 16, 2021)

SELLER:

Kurt A. Rechtzigel
1407 – 80th Street E.
Inver Grove Heights, MN 55077

BUYER:

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

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (Agreement) is made this 22nd day of February, 2021, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Consideration to be paid as hereinafter provided agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

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

1.2 Buyer. Buyer shall mean City of Inver Grove Heights, a municipal corporation organized and existing under the laws of the State of Minnesota.

1.3 Seller. Seller shall mean Kurt A. Rechtzigel, a single person, or his successors and assigns.

1.4 Real Property. Real Property shall mean that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-012, legally described and depicted on the attached Exhibit A, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on Exhibit A. The Real Property also includes the Drainage, Utility and Stormwater Ponding Easements identified in Section 1.5 hereof.

1.5 Drainage, Utility and Stormwater Ponding Easements. Drainage, Utility and Stormwater Ponding Easements means the drainage, utility and stormwater ponding easements being granted by Seller to Buyer as described in Exhibit C attached hereto.

1.6 Title Company. Title Company means DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120.

1.7 Permitted Encumbrances. Permitted Encumbrances shall mean and comprise the following:

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) minerals and mineral rights reserved by the State of Minnesota;
- c.) easements, restrictions and reservations of record identified on the attached Exhibit B (subject to Buyer's right pursuant to Section 13 to cancel this

Agreement if such easements, restrictions and reservations are not satisfactory and acceptable to Buyer).

1.8 Closing Date. Closing Date shall mean on or before April 16, 2021; or such other date that shall be mutually agreeable to Seller and Buyer.

1.9 Possession Date. Possession Date shall mean Closing Date.

1.10 Due Diligence Date. Due Diligence Date shall mean on or before April 9, 2021.

1.11 Title Approval Date. Title Approval Date shall mean the date specified in Section 10 as the Title Approval Date.

1.12 Governmental / Zoning Approval Date. Governmental /Zoning Approval Date shall mean on or before Due Diligence Date.

1.13 Closing Documents. Closing Documents shall mean and comprise the following:

- a.) Warranty Deed for the Real Property, subject to Permitted Encumbrances.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests.
- c.) Satisfaction of any liens and mortgages on the Real Property.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- e.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic liens can be filed with respect to any labor or materials ordered by Seller.
- f.) A “bring down certificate” by Seller certifying that the warranties and representations of Seller contained in this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- g.) Any certificate required by Minnesota Statutes with respect to any above-ground storage tanks located on the Real Property, if such tanks exist.
- h.) A Well Disclosure Certificate, if a water well exists and a Sewage Treatment System Disclosure, if applicable.
- i.) FIRPTA Affidavit. An affidavit of Seller certifying that Seller is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

- j.) Seller's Affidavit. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title Company to issue an owner's policy of title insurance with respect to the Real Property with the so-called "standard exceptions" deleted.
- k.) Settlement Statement. A settlement statement with respect to this transaction.
- l.) Title Policy. An ALTA Owner's Policy of Title Insurance, the premium for which shall be paid by Buyer.
- m.) General Deliveries. All other documents reasonably determined by Title Company to be necessary to transfer the Real Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Real Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Real Property, (d) has provided such other documents as are reasonably determined by Title Company to be necessary to issue policies of title insurance to Buyer with respect to the Real Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.
- n.) Drainage, Utility and Stormwater Ponding Easement attached to Exhibit C.

1.14 Closing Location. Closing Location shall mean the business offices of the title insurance company (Title Company) referenced in Section 10.

1.15 Conditions Precedent To Closing By Seller. Conditions Precedent To Closing By Seller shall mean the following:

- a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) Performance. The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.
- c.) Absence of Litigation. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.

- d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.

1.16 Conditions Precedent To Closing By Buyer. Conditions Precedent To Closing By Buyer shall mean the following:

- a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) Performance. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.
- c.) Absence of Litigation. As of the Closing Date, no action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) Acceptance of Marketable Title. On or before the Title Approval Date, the Buyer has approved the status of the marketability of title with respect to the Real Property and the Buyer has waived any objections to the status of the marketability of title or the Seller has removed or cured any objections made by Buyer as to the status of the marketability of title.
- f.) Easement Approval Contingency. On or before the Title Approval Date, the Buyer has accepted the easements shown on the Title Commitment and listed within the Permitted Encumbrances or has waived any objections to the easements listed within the Permitted Encumbrances or on the Title Commitment.
- g.) Encroachment Approval Contingency. On or before the Due Diligence Date, the Buyer has accepted and approved the encroachments shown by any survey of the Real Property or otherwise visually identifiable on the Real Property or the Buyer has waived any objection to the encroachment.

- h.) Environmental / Physical Condition Approval Contingency. On or before the Due Diligence Date, Buyer has inspected the Real Property and has determined in the sole judgment of the Buyer that the environmental condition of the Real Property is acceptable to Buyer and suitable for Buyer's intended use.
- i.) Governmental / Zoning Approval Contingency. On or before the Governmental / Zoning Approval Date, the Buyer, at its own expense, has satisfied itself that the zoning of the Real Property is adequate for Buyer's intended use and Buyer has obtained whatever governmental approvals the Buyer deems necessary or advisable for the Buyer's intended use of the Real Property; or on or before the Governmental / Zoning Approval Date, the Buyer has waived its right to obtain government approvals.
- j.) Suitability Approval Contingency. On before the Due Diligence Date, the Buyer, in its sole discretion, shall determine whether the Real Property is suitable for the intended use to be made by the Buyer.
- k.) Grant of Drainage, Utility and Stormwater Ponding Easement. A Condition Precedent to Closing is that Seller grant to the City at Closing a drainage, utility and stormwater ponding easement over the east 5 feet of the Rechtzigel Retained Parcel. A Condition Precedent to Closing is that at Closing Seller shall grant a drainage, utility and stormwater ponding easement to the City over the north 10 feet of the south 85 feet of the Rechtzigel Retained Parcel. A Condition Precedent to Closing is that at Closing Seller grant to City a drainage, utility and stormwater ponding easement over the west 35 feet lying southerly of the north 216 feet of the Rechtzigel Retained Parcel. The grant of the Drainage, Utility and Stormwater Ponding Easements shall be in the form attached hereto as Exhibit C.
- l.) Property Split. A Condition Precedent to Closing is that the City approves the split of Dakota County Tax Parcel No. 20-00800-51-012 into the Real Property (described on Exhibit A) and into the Rechtzigel Retained Parcel (described in Section 1.34).
- m.) Consistency with Comprehensive Plan. A Condition Precedent to Closing is that pursuant to Minnesota Statutes § 462.356, Subd. 2 the Planning Commission of the City of Inver Grove Heights issues a report concerning whether the acquisition of the Real Property is consistent with the Comprehensive Plan of the City.

1.17 Purchase Consideration. The Purchase Consideration for the Real Property means that the Buyer grants and conveys to the Seller that certain property identified and legally described in the Purchase Agreement between Kurt A. Rechtzigel (as Buyer) and City of Inver Grove Heights (as Seller) of even date herewith for that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-020, which portion of land is legally described in the Purchase Agreement between Kurt A. Rechtzigel (as Buyer) and City of Inver Grove Heights (as Seller). The City shall retain the City Retained Parcel described on Exhibit E.

1.18 Seller's Warranties. Seller's Warranties shall mean and comprise the following:

Seller represents and warrants to Buyer that:

- a.) Authority. Seller is a single person. Seller has all requisite power and authority to own, use and sell the Real Property.

Seller has the right, power, legal capacity and authority to enter into and perform the Seller's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

- b.) No Default. Seller 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 Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- c.) Title. At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character.
- d.) Litigation. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
- e.) Full Disclosure. None of the representations and warranties made by Seller or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- f.) No Condemnation Notice. Seller has not received any notice of condemnation proceedings against the whole or any part of the Real Property.
- g.) No Waste. To Seller's best knowledge there is not any Waste, Release of Waste or Release of Petroleum on the Real Property.
- h.) No Violation of Environmental Laws. To Seller's best knowledge, the Real Property is not in violation of any Environmental Laws.
- i.) No Boundary Disputes. To Seller's best knowledge, there are no boundary disputes

relating to the Real Property.

- j.) No Unrecorded Agreements. There are no unrecorded agreements, covenants, easements, leases, rights of first refusal or options to purchase concerning the Real Property.

1.19 Buyer's Warranties. Buyer's Warranties shall mean the following:

Buyer represents and warrants to Seller that:

- a.) Authority. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- b.) No Other Approvals Necessary. No approvals or consents of any persons other than Buyer are necessary in connection with it. Buyer has taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

1.20 Hazardous Substance. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;
- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the

meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);

- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;
- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.21 Release. Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.22 Petroleum. Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

1.23 Construction Debris. Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

1.24 Demolition Debris. Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

1.25 Industrial Solid Waste. Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

1.26 Mixed Municipal Solid Waste. Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

1.27 Solid Waste. Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

1.28 Hazardous Waste. Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

1.29 Pollutants. Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

1.30 Contaminants. Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

1.31 Sewage Sludge. Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

1.32 Waste. Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

1.33 Environmental Laws. "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C.

§ 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

1.34 Rechtzigel Retained Parcel. Rechtzigel Retained Parcel shall mean the property owned by Seller and being retained by Seller that is legally described on Exhibit D attached hereto.

1.35 City Retained Parcel. City Retained Parcel shall mean the property owned by the City that is legally described on Exhibit E attached hereto.

SECTION 2. PURCHASE CONSIDERATION AND MANNER AND TIME OF DELIVERY.

Buyer, in consideration of the mutual promises and covenants herein contained, agrees to deliver to the Seller for the Real Property the Purchase Consideration in the manner and at the times set forth below:

The Purchase Consideration shall be delivered on the Closing Date in the manner set forth in that certain Purchase Agreement between Kurt A. Rechtzigel (as Buyer) and City of Inver Grove Heights (as Seller) of even date herewith for that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-020, which portion of land is legally described in the Purchase Agreement between Kurt A. Rechtzigel (as Buyer) and City of Inver Grove Heights (as Seller).

At Closing Date, Seller shall deliver to Buyer a general Warranty Deed for the Real Property. At Closing Date, Seller shall deliver the Drainage, Utility and Stormwater Ponding Easement referenced in Exhibit C.

Such conveyances will be free of all liens, mortgages, pledges and charges.

If the Conditions Precedent referenced in Section 13 are neither met nor waived, then this Agreement shall be cancelled pursuant to Section 13. If the Conditions Precedent referenced in Section 13 are either met or waived, but the Buyer does not close this transaction, then this Agreement shall be cancelled.

SECTION 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a Warranty Deed for the Real Property, including the Drainage, Utility and Stormwater Ponding

Easement. The Real Property, including the Drainage, Utility and Stormwater Ponding Easements, shall be free of any lien, mortgage, charge, or lease save and except the Permitted Encumbrances.

SECTION 4. REAL ESTATE TAXES. Seller shall pay all real estate taxes payable prior to the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes which will be assessed against the Real Property subsequent to the date of purchase.

With respect to real estate taxes payable in the year of closing, such real estate taxes will be prorated to the date of closing with the Seller paying the taxes attributable for the time frame on and prior to the Closing Date.

SECTION 5. SPECIAL ASSESSMENTS. Seller shall pay at time of Closing all levied special assessments, including the installment of special assessments and payable in the year of Closing and including already levied special assessments payable in installments. Seller shall be responsible for and shall pay for any unlevied special assessments pending as of Closing Date. At Closing, Seller shall pay the deferred special assessment of \$1,744.26 plus interest as referenced in City Resolution No. 16-17 attached hereto as Exhibit F.

SECTION 6. ENVIRONMENTAL CONDITION OF REAL PROPERTY. It is agreed and understood that the Buyer will be inspecting the Real Property and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Sellers as to the condition of the premises or any structures or improvements thereon, except as stated in the Seller's Warranties.

Buyer will have the opportunity to conduct environmental assessments and any other environmental tests that it desires, and will have the opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and will have the opportunity to make itself aware of any petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

During the period beginning on the execution of this Agreement and ending on the Due Diligence Date, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's current business and otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its agents, employees or contractors, arising out of any entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide

Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON THE DUE DILIGENCE DATE, THEN EXCEPT AS PROVIDED IN SECTIONS 1.18 AND 12, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER EXCEPT AS STATED IN SECTIONS 1.18 AND 12 IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY:

- (i) The quality, nature, adequacy and physical condition of the Real Property, including, but not limited to access, landscaping, parking facilities, sewage, and utility systems;
- (ii) The quality, nature, adequacy, and physical condition of soils, geology and any groundwater;
- (iii) The existence, quality, nature, adequacy and physical condition of utilities serving the Real Property;
- (iv) The development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose;
- (v) The zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property;
- (vi) The compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity;
- (vii) The economics of the operation of the Real Property;
- (viii) The environmental condition of the Real Property; and
- (viii) Compliance of the Real Property with the Environmental Laws.
- (x) Whether Waste, Hazardous Substances or Petroleum have been Released on the Real Property.

SECTION 7. GOVERNMENTAL / ZONING APPROVALS. To the extent the Buyer desires to seek governmental approvals for its intended use of the Real Property, the Buyer may apply for such governmental approvals as soon as possible after the date of this Agreement. As a Condition Precedent To Closing by Buyer, the Buyer must obtain governmental approvals by the Governmental / Zoning Approval Date or the Buyer must waive this contingency.

SECTION 8. SURVEY AND PHASE I ENVIRONMENTAL ASSESSMENT. Buyer may obtain an ALTA Survey of the Real Property, including the Drainage, Utility and Stormwater Ponding Easements. Buyer shall pay 50% of the cost of the survey and Seller shall pay 50% of the

cost of the survey.

Buyer may obtain a Phase I Environmental Assessment (Phase I) of the Real Property. Buyer shall pay 50% of the cost of the Phase I Environmental Assessment and Seller shall pay 50% of the cost of the Phase I Environmental Assessment. If the Phase I Environmental Assessment indicates that there are Recognized Environmental Conditions (REC) regarding the Real Property then Buyer may obtain a Phase II Environmental Assessment or a Special Investigation Report and Buyer shall pay 50% of the cost of the Phase II Environmental Assessment or the Special Investigation Report and Seller shall pay 50% of the Phase II Environmental Assessment or the Special Investigation Report.

SECTION 9. DUE DILIGENCE. Within ten (10) business days of full execution and delivery of this Agreement, Seller shall deliver to Buyer reasonably accurate and reasonably complete copies of the following information and documents (Due Diligence Materials):

- a.) A copy of any written contracts (including service contracts), agreements and warranties that will affect the Real Property after the Closing Date.
- b.) Any existing title policy and/or title commitments, abstracts of title or registered property abstracts pertaining to the Real Property.
- c.) Current tax bill, including current or pending assessments for the Real Property.
- d.) A copy of all permits that affect the Real Property.
- e.) A copy of any Phase I and/or Phase II Environmental Reports as well as copies of any environmental permits, reports, logs or data concerning the Real Property in the possession or reasonable control of Seller, if any.
- f.) Any land surveys of the Real Property in possession of the Seller, if any.
- g.) Any notices, letters or other correspondence from the City or Dakota County related to zoning changes, development covenants, permitted uses or future plans for the Real Property.
- h.) Any property condition reports, maintenance records, repair and cost records in possession of Seller.
- i.) Any geotechnical reports in possession of Seller.
- j.) Any notices, letters or other correspondence from the State of Minnesota or any of its agencies relating to the environmental condition of the Real Property.
- k.) Any unrecorded leases, licenses or easements affecting the Real Property.

SECTION 10. TITLE DOCUMENTS TO BE FURNISHED BY SELLER. The Seller

shall furnish to the Buyer at the Seller's expense the following:

- a.) By March 19, 2021, a title insurance commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens, evidencing the Seller's title to the Real Property. The title insurance commitment shall be obtained from the Title Company.
- b.) Within fifteen (15) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Sellers written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed ninety (90) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.
- d.) If said title is not marketable and is not made so within ninety (90) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof.

For purposes of Sections 1.11 and 13, the Title Approval Date means fifteen (15) days following Buyer's receipt of the documents referenced in this Section 10(a) except that with respect to any objections to title that have been made, the Title Approval Date means the date ninety (90) days after the receipt by Seller of such written objections from Buyer.

SECTION 11. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date. The Seller agrees to deliver possession no later than the Possession Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

Up to an additional 30 days, Buyer, in its sole discretion, may, in writing, extend and elongate the Title Approval Date, the Due Diligence Date, Governmental / Zoning Approval Date and the Closing Date.

SECTION 12. WARRANTIES. Seller represents and warrants to Buyer all of the Seller's Warranties as defined in this Agreement. The Seller's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Buyer represents and warrants to Seller the Buyer's Warranties as defined in this Agreement. The Buyer's Warranties shall survive the Closing and shall not merge with the Closing Documents.

SECTION 13. CONDITIONS PRECEDENT. The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent to Closing by Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, covenants, indemnifications, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for their benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Environmental / Physical Condition Approval Contingency stated in Sections 1.16(h) and 6. If the Environmental / Physical Condition Approval Contingency is not satisfied, and if Buyer does not waive such Environmental / Physical Condition Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Environmental / Physical Condition Approval Contingency has satisfied, or whether the Environmental / Physical Condition Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Governmental / Zoning Approval Date, of the Governmental / Zoning Approval Contingency stated in Sections 1.16(i) and 7. If the Governmental / Zoning Approval Contingency is not satisfied, and if Buyer does not waive such Governmental / Zoning Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Governmental / Zoning Approval Date, Buyer must give written notice to Seller as to whether the Governmental / Zoning Approval Contingency has satisfied, or whether the Governmental / Zoning Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Easement Approval Contingency stated in Section 1.16(f). If the Easement Approval Contingency is not satisfied, and if Buyer does not waive such Easement Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Easement Approval Contingency has been satisfied, or whether the Easement Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Encroachment Approval Contingency stated in Section 1.16(g). If the Encroachment Approval Contingency is not satisfied, and if Buyer does not waive such Encroachment Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Encroachment Approval Contingency has been satisfied, or whether the Encroachment Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Suitability Approval Contingency stated in Section 1.16(j). If the Suitability Approval Contingency is not satisfied, and if Buyer does not waive such Suitability Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Suitability Approval Contingency has been satisfied, or whether the Suitability Approval Contingency has been waived by Buyer.

SECTION 14. CLOSING DOCUMENTS. Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller.

SECTION 15. ASSIGNABILITY OF INTEREST. This Purchase Agreement may not be assigned by the Buyer without Seller's written consent.

SECTION 16. COSTS.

16.1 State Deed Tax. Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

16.2 Title Insurance. Buyer intends to obtain a title insurance policy with respect to the Real Property. Buyer shall be obligated to pay for any title insurance premiums. Seller shall pay for the title commitment.

16.3 Closing Fee And Escrow Fees. Any closing fee or escrow fee charged by the title company shall be paid one-half by Seller and one-half by Buyer. Buyer shall pay for the cost of recording the Warranty Deed.

16.4 Survey Costs. Buyer shall pay 50% of the cost of the ALTA Survey and Seller shall pay 50% of the cost of the ALTA Survey.

16.5 Phase I Environmental Assessment Costs. Buyer shall pay 50% of the cost of the Phase I Environmental Assessment. Seller shall pay 50% of the cost of the Phase I Environmental Assessment. Buyer shall pay 50% of the cost of any Phase II Environmental Assessment and 50% of the cost of any Environmental Special Investigation. Seller shall pay 50% of the cost of any Phase II Environmental Assessment and 50% of the cost of any Environmental Special Investigation.

16.6 City Legal Fees. Seller shall reimburse Buyer (the City) for 50% of the legal fees incurred by the Buyer (the City) relating to this transaction incurred by the Buyer from and after January 25, 2021, including fees relating to drafting documents, reviewing survey, reviewing title evidence, reviewing environmental assessments and closing of the transaction.

16.7 Time of Payment. The costs required to paid under this Section 16 shall be paid at Closing Date.

SECTION 17. 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.

SECTION 18. BROKER'S COMMISSION. Buyer and Seller hereby acknowledge that no broker represents the Buyer and no broker represents the Seller. No brokers, finders or the like have been involved with this transaction.

Seller and Buyer hereby agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

This Section 18 shall survive the Closing and shall not merge with the Closing Documents.

SECTION 19. TAX FREE PROPERTY EXCHANGE. At the option of Seller, Seller may choose to be given the Purchase Consideration through a tax-free land exchange or reverse

tax-free exchange pursuant to Section 1031 of the Internal Revenue Code of 1986 as amended. In the event the Seller elects the method of payment as a tax-free land exchange, Seller shall pay all expenses relating to arranging the exchange and relating to documentation of the Section 1031 transaction. Buyer makes no warranty and assumes no liability in the event the Internal Revenue Service determines that said exchange is not a tax-free exchange pursuant to Internal Revenue Code Regulations.

SECTION 20. TERMINATION; REMEDIES.

20.1 Termination. Notwithstanding any other term or condition in this Agreement to the contrary, this Agreement may be terminated and the transactions contemplated herein may be abandoned prior to Closing as follows:

- a.) by the mutual written consent of Seller and Buyer at any time prior to Closing; or
- b.) by Seller by sending written notice to Buyer in the event of a breach by Buyer of any representation, warranty, or covenant of Buyer made under this Agreement, unless such breach is (i) cured and remedied by Buyer within ten (10) days after receipt of Seller's notice thereof; or (ii) waived by Seller; or
- c.) by Buyer by sending written notice to Seller in the event of a breach by any Seller of any agreement, representation, warranty, or covenant of Seller made under this Agreement, unless such breach is (i) cured and remedied by Seller within ten (10) days after receipt of Buyer's notice thereof; or (ii) waived by Buyer; or
- d.) by Buyer pursuant to Sections 10 and 13; or
- e.) by Seller pursuant to Sections 10 and 13.

20.2 Effect of Termination; Remedies. Solely except as otherwise provided in this Agreement, the rights and remedies of each Buyer and Seller in the event of termination of this Agreement shall be limited as follows notwithstanding any other legal or equitable provisions or principles applicable thereto but for this Section 20.2:

- a.) If Seller is entitled to terminate this Agreement, Seller may terminate this Agreement by a written notice to Buyer, which shall constitute the sole and exclusive remedy of Seller. Except as otherwise provided in the preceding sentence, Seller shall not be entitled to any other right or remedy.
- b.) If Buyer is entitled to terminate this Agreement, Buyer may terminate this Agreement by a written notice to Seller, which shall constitute the sole and exclusive remedy of Buyer. Except as otherwise provided in the preceding sentence, Buyer shall not be entitled to any other right or remedy.

SECTION 21. MISCELLANEOUS.

21.1 Condemnation. The risk of loss from condemnation or a threat thereof shall remain on Seller until Closing. If prior to Closing any portion of the Real Property is condemned under the power of eminent domain, is the subject of threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) days of its occurrence. Buyer shall, within ten (10) days of the notice, have the option of (a) proceeding with Closing and receiving the award of condemnation payment (or an assignment thereof, if the same is not received at Closing); or (b) terminating this Agreement.

21.2 Entire Agreement; Modification; Effect to Prior Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

21.3 Successors and Assigns. Neither this Agreement nor any of its rights, interests or obligations hereunder shall be assigned or delegated by any party hereto (whether by operation of law or otherwise) without the prior written consent of other non-assigning (or non-delegating) party or parties, and any attempt to make any such assignment or delegation without such consent shall be null and void.

21.4 Notices. All notices, requests, demands and other communications hereunder shall be in writing and deemed to be duly given, (a) when delivered by hand, with a record of receipt, (b) the fourth day after mailing, if mailed by certified or registered mail, return receipt requested with postage prepaid, (c) the day delivered by a nationally recognized overnight courier, with a record of receipt, or (d) the day of transmission, with confirmation of receipt, if delivered by facsimile or electronic transmission during regular business hours (which regular business hours shall be 9:00 am – 5:00 pm, Monday through Friday excluding office holidays, at the office where received), or the day after transmission, with confirmation of receipt, if delivered by facsimile or electronically after regular business hours, to the parties at the following addresses or to such other address as a party may have specified by the notice given to the other party pursuant to this provision):

If to Seller:

Kurt A. Rechtzigel
1407 – 80th Street E.
Inver Grove Heights, MN 55077

If to Buyer:

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

21.5 Damage Prior to Closing. In the event of any destruction or damage to the Real Property by fire, wind, flood, storms, or other acts of God, either Seller or Buyer, at its sole option, may terminate this Agreement without further cost or expenses to either Party.

21.6 Extension; Waiver. At any time prior to the Closing Deadline, the parties hereto may by mutual agreement set forth in a written instrument signed on behalf of the parties, to the

extent legally allowed, (i) extend the time described in this Agreement for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions contained herein.

21.7 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or other electronic means or transmission (i.e., a “pdf” or “tiff”) shall be as effective as delivery of a manually executed counterpart of this Agreement.

21.8 Survival. Notwithstanding Closing or termination of this Agreement for any cause or reason, all terms, conditions, covenants, agreements, representations and warranties made by Seller and/or Buyer in this Agreement that by their terms are to be performed or are applicable to time periods after the date of such Closing, and the respective rights, remedies, duties, and obligations of each Seller and Buyer thereunder shall survive such Closing and shall continue in full force and effect thereafter.

The Seller’s Warranties shall survive the Closing and shall not merge with the Closing Documents.

The Buyer’s Warranties shall survive the Closing and shall not merge with the Closing Documents.

21.9 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

BUYER:
CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

SELLER:

Kurt A. Rechtzigel

EXHIBIT A
LEGAL DESCRIPTION AND DEPICTION OF REAL PROPERTY

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

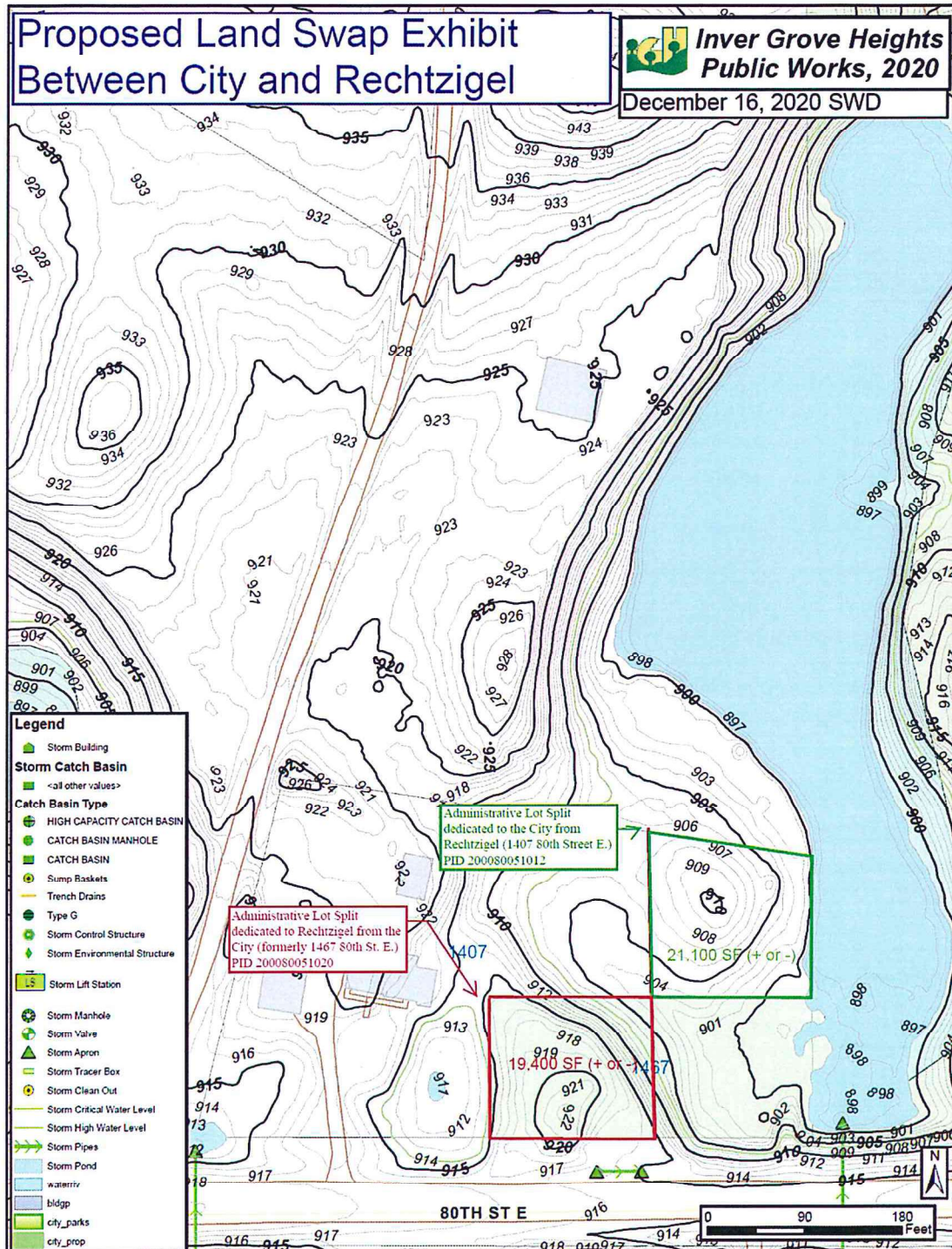


EXHIBIT B
PERMITTED ENCUMBRANCES

1. Reservation of minerals or mineral rights by the State of Minnesota, if any;
2. Recorded utility and drainage easements; and
3. Applicable laws, ordinances, and regulations.

EXHIBIT C
DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

The Drainage, Utility and Stormwater Ponding Easement shall include:

1. Legal description and depiction of a drainage, utility and stormwater ponding easement over the east 5 feet of the “Rechtzigel Retained Parcel”.
2. Legal description and depiction of a drainage, utility and stormwater ponding easement over the north 10 feet of the south 85 feet of the “Rechtzigel Retained Parcel”.
3. Legal description and depiction of a drainage, utility and stormwater ponding easement over the west 35 feet lying southerly of the north 216 feet of the “Rechtzigel Retained Parcel”.

EXHIBIT D
RECHTZIGEL RETAINED PARCEL

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

EXHIBIT E
CITY RETAINED PARCEL

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

EXHIBIT F
DEFERRED SPECIAL ASSESSMENT RESOLUTION

Receipt # 420362
RES \$46.00

Return to:
EDVARDEN GILLEN &
MILLER
833 S CONCORD ST. #410
SOUTH ST PAUL, MN 55107

3114318



Recorded on: 2/12/2016 11:46 AM
By: STG, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

CERTIFICATION

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

The undersigned, City Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, hereby certifies that the attached is a true and correct copy of Resolution No. 16-17 adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly called and held on January 25, 2016 at which a quorum was present and acting throughout, and of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota

Michelle Tesser, City Clerk

(SEAL)

Dated: February 2, 2016

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

RESOLUTION NO. 16-17

**RESOLUTION AND CERTIFICATE PURSUANT TO
MINNESOTA STATUTES § 429.061, SUBD. 2,
MEMORIALIZING DEFERMENT OF SPECIAL ASSESSMENT
BY THE CITY OF INVER GROVE HEIGHTS FOR PROPERTY
OWNED BY KURT A. RECHTZIGEL**

WHEREAS, Kurt A. Rechitzig, a single person, owns certain real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, addressed as 1407 80th Street E., Inver Grove Heights, MN 55077, and identified as Dakota County Property Tax Parcel Number 20-00800-51-012 and legally described as shown in Exhibit A attached hereto (the "Property").

WHEREAS, on July 28, 2008 the City of Inver Grove Heights (hereinafter referred to as the "City") ordered City Project No. 2009-01 -- Trunk Highway 3 and 80th Street /Amana Trail (CSAH 28) Intersection Improvements (the "Project") by way of Resolution No. 08-176.

WHEREAS, the Project included construction of a roundabout at the location of Trunk Highway 3 and future 80th Street / Amana Trail and improvements to Trunk Highway 3 north and south of the intersection.

WHEREAS, the area of the Project improvements was Amana Trail from 230 feet west of South Robert Trail to South Robert Trail, South Robert Trail from 90 feet south of 80th Street East to 618 feet north of Amana Trail and 80th Street East from South Robert Trail to 56 feet east of South Robert Trail.

WHEREAS, construction of the Project is complete. The total cost for the Project improvements is \$1,422,207.59. The total amount to be specially assessed for the Project is \$547,741.52.

WHEREAS, on January 25, 2016 by Resolution No. ~~16-66~~ the City levied a \$1,744.26 principal special assessment against the Property for the benefit received from the Project, together with interest at the rate of 4.8%.

WHEREAS, the Property has the possibility to be platted, subdivided and further improved.

WHEREAS, the City has determined to defer \$1,744.26 of the total principal special assessment of \$1,744.26, together with a deferment of interest, pursuant to the terms of the deferral described below.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2, provides a procedure whereby a city may levy special assessments against benefited property, but defer payment of certain amounts of special assessments because the Property is unimproved and can be further platted, subdivided and improved.

WHEREAS, Minnesota Statutes § 429.061, Subd. 2 specifically provides that if special assessments have been deferred, then the City shall record with the county recorder a certificate containing the legal description of the affected property and the amount of the deferred special assessment.

NOW THEREFORE, the City Council of Inver Grove Heights does hereby resolve, certify and memorialize for recording the following:

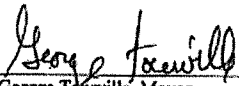
1. Upon due notice and after hearing, on January 25, 2016, the City Council, acting pursuant to Minnesota Statutes Chapter 429, levied a special assessment for the City's Project No. 2009-01 – Trunk Highway 3 and 80th Street /Amana Trail (CSAH 28) Intersection Improvements, in the original principal amount of \$1,744.26 against benefited property, addressed as 1407 80th Street E., Inver Grove Heights, MN 55077 and identified as Dakota County Property Tax Parcel Number 20-00890-51-012 and legally described in Exhibit A, which is attached hereto and made a part hereof (herein referred to as the "Property").
2. The Council determines that the Property is unimproved within the meaning of Minn. Stat. § 429.061, Subd. 2 and that the assessments are subject to the deferral.
3. Contemporaneous with the special assessment levy of \$1,744.26, the City Council does hereby defer payment of \$1,744.26 of the principal special assessment, together with interest, pursuant to the following terms and conditions:
 - a. The principal amount of \$1,744.26 is hereby deferred. This deferred amount shall not accrue interest during the deferral period.
 - b. The deferment shall cease upon the occurrence of any of the following events or dates, whichever occurs first:

- i. The Property is platted and a final plat is recorded; or
 - ii. The Property is subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12 provided, however, the term subdivision shall not include any parcels that are created by way of any of the following future transfers from the current owner of the Property as of the date of this Resolution and Certificate:
 - Transfers during the life of the current owner to any family members of the current owner;
 - Transfers during the life of the current owner to any trust created by the current owner or to any trust controlled by the current owner or to any trust for the benefit of any family members of the current owner;
 - Transfers upon death of the current owner to any family members of the current owner;
 - Transfers upon death of the current owner to any trust for the benefit of any family members of the current owner; or
 - iii. The date of January 1, 2040 is reached.
4. If the deferment ceases because the Property either (i) has been platted and a final plat has been recorded or (ii) has been subdivided within the meaning of Minn. Stat. § 462.352, Subd. 12, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
- a. The principal amount previously deferred shall begin to accrue interest at the rate of 4.8% from January 1 of the year following the date the deferment ceased. The interest rate shall be 4.8% on the unpaid principal balance.
 - b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in the calendar year following the date the deferment ceased.
 - c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be the calendar year that follows the year when the deferment ceased.
5. If the deferment ceases because the date of January 1, 2040 has been reached, the deferred amount shall become payable and shall be collected pursuant to the following terms and conditions:
- a. The principal amount previously deferred shall begin to accrue interest at the rate of 4.8% from January 1, 2040. The interest rate shall be 4.8% on the unpaid principal balance.

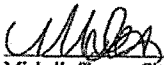
- b. The principal amount previously deferred shall be payable in five (5) equal annual principal installments beginning in 2040.
- c. The principal installments, together with accrued interest on the unpaid principal balance, shall be due and payable with real estate taxes over five (5) calendar years. The first calendar year for payment shall be 2040.

Pursuant to Minnesota Statutes § 429.061, Subd. 2, this Resolution and Certificate shall be recorded with the Dakota County Recorder.

Passed this 25th day of January, 2016.


George Tourville, Mayor

Attest:


Michelle Tesser, City Clerk

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 to:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of the Southeast Quarter of the Southwest Quarter, Section 8, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Beginning at a point on the south line of said Southeast Quarter of the Southwest Quarter, said point being 300 feet west of the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 08 minutes 46 seconds West (assumed bearing) along said south line 283.72 feet; thence North 13 degrees 35 minutes 16 seconds East, 393.61 feet; thence South 81 degrees 31 minutes 58 seconds East, 493.69 feet more or less to the east line of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 32 minutes 48 seconds East along said east line to a point on the north line of the south 180 feet of said Southeast Quarter of the Southwest Quarter; thence South 89 degrees 08 minutes 56 seconds West along the north line of the south 180 feet of said Southeast Quarter of the Southwest Quarter to a point on the west line of the east 300 feet of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 32 minutes 48 seconds East to the point of beginning.

St. SESW
8-27-82
① 14

**PURCHASE AGREEMENT
BY AND BETWEEN**

**CITY OF INVER GROVE HEIGHTS
(SELLER)**

AND

**KURT A. RECHTZIGEL
(BUYER)**

**FOR PURCHASE OF A PORTION OF LAND LOCATED AT
1467 – 80TH STREET E., INVER GROVE HEIGHTS, MINNESOTA, DAKOTA COUNTY**

(Closing Date: April 16, 2021)

BUYER:

Kurt A. Rechtzigel
1407 – 80th Street E.
Inver Grove Heights, MN 55077

SELLER:

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

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (Agreement) is made this 22nd day of February, 2021, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

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

1.2 Buyer. Buyer shall mean Kurt A. Rechtzigel, a single person, and his successors and assigns.

1.3 Seller. Seller shall mean City of Inver Grove Heights, a municipal corporation organized and existing under the laws of the State of Minnesota.

1.4 Real Property. Real Property shall mean that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-020, legally described and depicted on the attached Exhibit A, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on Exhibit A. The City shall retain the City Retained Parcel.

1.5 Intentionally Omitted.

1.6 Title Company. Title Company means DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120.

1.7 Permitted Encumbrances. Permitted Encumbrances shall mean and comprise the following:

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) minerals and mineral rights reserved by the State of Minnesota;
- c.) easements, restrictions and reservations of record identified on the attached Exhibit B (subject to Buyer's right pursuant to Section 13 to cancel this Agreement if such easements, restrictions and reservations are not satisfactory and acceptable to Buyer).

- d.) In the Warranty Deed, the City will reserve for its benefit a permanent drainage and utility easement over the east 5 feet of the Real Property. The form of the reservation of easement is subject to the approval of the City Attorney and City Engineer.
- e.) In the Warranty Deed, the City will reserve for its benefit a permanent drainage and utility easement over the north 10 feet of the south 85 feet of the Real Property. The form of the reservation of easement is subject to the approval of the City Attorney and City Engineer.

1.8 Closing Date. Closing Date shall mean on or before April 16, 2021; or such other date that shall be mutually agreeable to Seller and Buyer.

1.9 Possession Date. Possession Date shall mean Closing Date.

1.10 Due Diligence Date. Due Diligence Date shall mean on or before April 9, 2021.

1.11 Title Approval Date. Title Approval Date shall mean the date specified in Section 10 as the Title Approval Date.

1.12 Governmental / Zoning Approval Date. Governmental /Zoning Approval Date shall mean on or before Due Diligence Date.

1.13 Closing Documents. Closing Documents shall mean and comprise the following:

- a.) Warranty Deed for the Real Property, subject to Permitted Encumbrances.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests.
- c.) Satisfaction of any liens and mortgages on the Real Property.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- e.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic liens can be filed with respect to any labor or materials ordered by Seller.
- f.) A “bring down certificate” by Seller certifying that the warranties and representations of Seller contained in this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- g.) Any certificate required by Minnesota Statutes with respect to any above-ground storage tanks located on the Real Property, if such tanks exist.

- h.) A Well Disclosure Certificate, if a water well exists and a Sewage Treatment System Disclosure, if applicable.
- i.) FIRPTA Affidavit. An affidavit of Seller certifying that Seller is not a “foreign person”, “foreign partnership”, foreign trust”, “foreign estate” or “disregarded entity” as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- j.) Seller’s Affidavit. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title Company to issue an owner's policy of title insurance with respect to the Real Property with the so-called “standard exceptions” deleted.
- k.) Settlement Statement. A settlement statement with respect to this transaction.
- l.) Title Policy. An ALTA Owner’s Policy of Title Insurance, the premium for which shall be paid by Buyer.
- m.) General Deliveries. All other documents reasonably determined by Title Company to be necessary to transfer the Real Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Real Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Real Property, (d) has provided such other documents as are reasonably determined by Title Company to be necessary to issue policies of title insurance to Buyer with respect to the Real Property with the so-called “standard exceptions” deleted, and (e) has duly authorized the transactions contemplated hereby.

1.14 Closing Location. Closing Location shall mean the business offices of the title insurance company (Title Company) referenced in Section 10.

1.15 Conditions Precedent To Closing By Seller. Conditions Precedent To Closing By Seller shall mean the following:

- a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) Performance. The Buyer shall have performed and complied with all agreements

and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.

- c.) Absence of Litigation. No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) Property Split. A Condition Precedent to Closing is that the City approves the split of Dakota County Tax Parcel No. 20-00800-51-020 into the Real Property (described on Exhibit A) and into the City Retained Parcel (described in Section 1.35).
- f.) Consistency with Comprehensive Plan. A Condition Precedent to Closing is that pursuant to Minnesota Statutes § 462.356, Subd. 2 the Planning Commission of the City of Inver Grove Heights issues a report concerning whether the sale of the Real Property is consistent with the Comprehensive Plan of the City.

1.16 Conditions Precedent To Closing By Buyer. Conditions Precedent To Closing By Buyer shall mean the following:

- a.) Accuracy of Representations. The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) Performance. Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date.
- c.) Absence of Litigation. As of the Closing Date, no action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
- d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be

satisfactory in all reasonable respect to the party to receive the document and its counsel.

- e.) Acceptance of Marketable Title. On or before the Title Approval Date, the Buyer has approved the status of the marketability of title with respect to the Real Property and the Buyer has waived any objections to the status of the marketability of title or the Seller has removed or cured any objections made by Buyer as to the status of the marketability of title.
- f.) Easement Approval Contingency. On or before the Title Approval Date, the Buyer has accepted the easements shown on the Title Commitment and listed within the Permitted Encumbrances or has waived any objections to the easements listed within the Permitted Encumbrances or on the Title Commitment.
- g.) Encroachment Approval Contingency. On or before the Due Diligence Date, the Buyer has accepted and approved the encroachments shown by any survey of the Real Property or otherwise visually identifiable on the Real Property or the Buyer has waived any objection to the encroachment.
- h.) Environmental / Physical Condition Approval Contingency. On or before the Due Diligence Date, Buyer has inspected the Real Property and has determined in the sole judgment of the Buyer that the environmental condition of the Real Property is acceptable to Buyer and suitable for Buyer's intended use.
- i.) Governmental / Zoning Approval Contingency. On or before the Governmental / Zoning Approval Date, the Buyer, at its own expense, has satisfied itself that the zoning of the Real Property is adequate for Buyer's intended use and Buyer has obtained whatever governmental approvals the Buyer deems necessary or advisable for the Buyer's intended use of the Real Property; or on or before the Governmental / Zoning Approval Date, the Buyer has waived its right to obtain government approvals.
- j.) Suitability Approval Contingency. On before the Due Diligence Date, the Buyer, in its sole discretion, shall determine whether the Real Property is suitable for the intended use to be made by the Buyer.

1.17 Purchase Considerations. The Purchase Consideration for the Real Property means that the Buyer grants and conveys to the Seller that certain property identified and legally described in the Purchase Agreement between Kurt A. Rechtzigel (as Seller) and City of Inver Grove Heights (as Buyer) of even date herewith for that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-012, which portion of land is legally described in the Purchase Agreement between Kurt A. Rechtzigel (as Seller) and City of Inver Grove Heights (as Buyer). Kurt A. Rechtzigel shall retain the Rechtzigel Retained Parcel.

1.18 Seller's Warranties. Seller's Warranties shall mean and comprise the following:

Seller represents and warrants to Buyer that:

- a.) Authority and Organization. Seller is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. Seller has all requisite power and authority to own, use and sell the Real Property.

Seller has the right, power, legal capacity and authority to enter into and perform the Seller's obligations under this Agreement, and no approvals or consents of any persons or entities are necessary. The execution and delivery of this Agreement does not and the consummation of the transactions contemplated hereby will not violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.
- b.) No Default. Seller 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 Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- c.) Title. At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character.
- d.) Litigation. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
- e.) Full Disclosure. None of the representations and warranties made by Seller or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- f.) No Condemnation Notice. Seller has not received any notice of condemnation proceedings against the whole or any part of the Real Property.
- g.) Intentionally Omitted. This section has been intentionally omitted.
- h.) Intentionally Omitted. This section has been intentionally omitted.
- i.) No Boundary Disputes. To Seller's best knowledge, there are no boundary disputes relating to the Real Property.

- j.) No Unrecorded Agreements. There are no unrecorded agreements, covenants, easements, leases, rights of first refusal or options to purchase concerning the Real Property.

1.19 Buyer's Warranties. Buyer's Warranties shall mean the following:

Buyer represents and warrants to Seller that:

- a.) Authority. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.
- b.) No Other Approvals Necessary. No approvals or consents of any persons other than Buyer are necessary in connection with it. Buyer has taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

1.20 Hazardous Substance. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;
- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the

meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);

- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;
- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.21 Release. Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

1.22 Petroleum. Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

1.23 Construction Debris. Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

1.24 Demolition Debris. Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

1.25 Industrial Solid Waste. Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

1.26 Mixed Municipal Solid Waste. Mixed Municipal Solid Waste means mixed

municipal solid waste as defined by Minn. Stat. § 115A.03.

1.27 Solid Waste. Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

1.28 Hazardous Waste. Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

1.29 Pollutants. Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

1.30 Contaminants. Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

1.31 Sewage Sludge. Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

1.32 Waste. Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

1.33 Environmental Laws. "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid

Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

1.34 Rechtzigel Retained Parcel. Rechtzigel Retained Parcel shall mean the property owned by Seller and being retained by Seller that is legally described on Exhibit C attached hereto.

1.35 City Retained Parcel. City Retained Parcel shall mean the property owned by the City that is legally described on Exhibit D attached hereto.

SECTION 2. PURCHASE CONSIDERATION AND MANNER AND TIME OF DELIVERY.

Buyer, in consideration of the mutual promises and covenants herein contained, agrees to deliver to the Seller for the Real Property the Purchase Consideration in the manner and at the times set forth below:

The Purchase Consideration shall be delivered on the Closing Date in the manner set forth in that certain Purchase Agreement between Kurt A. Rechtzigel (as Seller) and City of Inver Grove Heights (as Buyer) of even date herewith for that portion of the following tax parcel located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, identified as Dakota County Tax No. 20-00800-51-012, which portion of land is legally described in said Purchase Agreement between Kurt A. Rechtzigel (as Seller) and City of Inver Grove Heights (as Buyer). Kurt A. Rechtzigel shall retain the Rechtzigel Retained Parcel.

At Closing Date, Seller shall deliver to Buyer a general Warranty Deed for the Real Property.

Such conveyances will be free of all liens, mortgages, pledges and charges.

If the Conditions Precedent referenced in Section 13 are neither met nor waived, then this Agreement shall be cancelled pursuant to Section 13. If the Conditions Precedent referenced in Section 13 are either met or waived, but the Buyer does not close this transaction, then this Agreement shall be cancelled.

SECTION 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a Warranty Deed for the Real Property. The Real Property shall be free of any lien, mortgage, charge, or lease save and except the Permitted Encumbrances.

SECTION 4. REAL ESTATE TAXES. Seller shall pay all real estate taxes payable prior to the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes which will be assessed against the Real Property subsequent to the date of purchase.

With respect to real estate taxes payable in the year of closing, such real estate taxes will be prorated to the date of closing with the Seller paying the taxes attributable for the time frame on and prior to the Closing Date.

SECTION 5. SPECIAL ASSESSMENTS. Seller shall pay at time of Closing all levied special assessments, including the installment of special assessments and payable in the year of Closing and including already levied special assessments payable in installments. Seller shall be responsible for and shall pay for any unlevied special assessments pending as of Closing Date.

SECTION 6. ENVIRONMENTAL CONDITION OF REAL PROPERTY. It is agreed and understood that the Buyer will be inspecting the Real Property and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Sellers as to the condition of the premises or any structures or improvements thereon, except as stated in the Seller's Warranties.

Buyer will have the opportunity to conduct environmental assessments and any other environmental tests that it desires, and will have the opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and will have the opportunity to make itself aware of any petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

During the period beginning on the execution of this Agreement and ending on the Due Diligence Date, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's current business and otherwise in a manner reasonably acceptable to Seller. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its agents, employees or contractors, arising out of any

entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON THE DUE DILIGENCE DATE, THEN EXCEPT AS PROVIDED IN SECTIONS 1.18 AND 12, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER EXCEPT AS STATED IN SECTIONS 1.18 AND 12 IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY:

- (i) The quality, nature, adequacy and physical condition of the Real Property, including, but not limited to access, landscaping, parking facilities, sewage, and utility systems;
- (ii) The quality, nature, adequacy, and physical condition of soils, geology and any groundwater;
- (iii) The existence, quality, nature, adequacy and physical condition of utilities serving the Real Property;
- (iv) The development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose;
- (v) The zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property;
- (vi) The compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity;
- (vii) The economics of the operation of the Real Property;
- (viii) The environmental condition of the Real Property; and
- (viii) Compliance of the Real Property with the Environmental Laws.
- (x) Whether Waste, Hazardous Substances or Petroleum have been Released on the Real Property.

SECTION 7. GOVERNMENTAL / ZONING APPROVALS. To the extent the Buyer desires to seek governmental approvals for its intended use of the Real Property, the Buyer may apply for such governmental approvals as soon as possible after the date of this Agreement. As a Condition Precedent To Closing by Buyer, the Buyer must obtain governmental approvals by the Governmental / Zoning Approval Date or the Buyer must waive this contingency.

SECTION 8. SURVEY AND PHASE I ENVIRONMENTAL ASSESSMENT. Buyer

may obtain an ALTA Survey of the Real Property. Buyer shall pay 50% of the cost of the survey and Seller shall pay 50% of the cost of the survey.

Buyer may obtain a Phase I Environmental Assessment (Phase I) of the Real Property. Buyer shall pay 50% of the cost of the Phase I Environmental Assessment and Seller shall pay 50% of the cost of the Phase I Environmental Assessment. If the Phase I Environmental Assessment indicates that there are Recognized Environmental Conditions (REC) regarding the Real Property then Buyer may obtain a Phase II Environmental Assessment or a Special Investigation Report and Buyer shall pay 50% of the cost of the Phase II Environmental Assessment or the Special Investigation Report and Seller shall pay 50% of the Phase II Environmental Assessment or the Special Investigation Report.

SECTION 9. DUE DILIGENCE. Within ten (10) business days of full execution and delivery of this Agreement, Seller shall deliver to Buyer reasonably accurate and reasonably complete copies of the following information and documents (Due Diligence Materials):

- a.) A copy of any written contracts (including service contracts), agreements and warranties that will affect the Real Property after the Closing Date.
- b.) Any existing title policy and/or title commitments, abstracts of title or registered property abstracts pertaining to the Real Property.
- c.) Current tax bill, including current or pending assessments for the Real Property.
- d.) A copy of all permits that affect the Real Property.
- e.) A copy of any Phase I and/or Phase II Environmental Reports as well as copies of any environmental permits, reports, logs or data concerning the Real Property in the possession or reasonable control of Seller, if any.
- f.) Any land surveys of the Real Property in possession of the Seller, if any.
- g.) Any notices, letters or other correspondence from the City of Owatonna or Steele County related to zoning changes, development covenants, permitted uses or future plans for the Real Property.
- h.) Any property condition reports, maintenance records, repair and cost records in possession of Seller.
- i.) Any geotechnical reports in possession of Seller.
- j.) Any notices, letters or other correspondence from the State of Minnesota or any of its agencies relating to the environmental condition of the Real Property.
- k.) Any unrecorded leases, licenses or easements affecting the Real Property.

SECTION 10. TITLE DOCUMENTS TO BE FURNISHED BY SELLER. The Seller shall furnish to the Buyer at the Seller's expense the following:

- a.) By March 19, 2021, a title insurance commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens, evidencing the Seller's title to the Real Property. The title insurance commitment shall be obtained from the Title Company.
- b.) Within fifteen (15) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Sellers written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed ninety (90) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.
- d.) If said title is not marketable and is not made so within ninety (90) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof.

For purposes of Sections 1.11 and 13, the Title Approval Date means fifteen (15) days following Buyers receipt of the documents referenced in this Section 10(a) except that with respect to any objections to title that have been made, the Title Approval Date means the date ninety (90) days after the receipt by Seller of such written objections from Buyer.

SECTION 11. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date. The Seller agrees to deliver possession no later than the Possession Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

Up to an additional 30 days, Buyer, in its sole discretion, may, in writing, extend and elongate the Title Approval Date, the Due Diligence Date, Governmental / Zoning Approval Date and the Closing Date.

SECTION 12. WARRANTIES. Seller represents and warrants to Buyer all of the Seller's Warranties as defined in this Agreement. The Seller's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Buyer represents and warrants to Seller the Buyer's Warranties as defined in this Agreement. The Buyer's Warranties shall survive the Closing and shall not merge with the Closing Documents.

SECTION 13. CONDITIONS PRECEDENT. The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent to Closing by Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, covenants, indemnifications, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for their benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Environmental / Physical Condition Approval Contingency stated in Sections 1.16(h) and 6. If the Environmental / Physical Condition Approval Contingency is not satisfied, and if Buyer does not waive such Environmental / Physical Condition Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Environmental / Physical Condition Approval Contingency has satisfied, or whether the Environmental / Physical Condition Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Governmental / Zoning Approval Date, of the Governmental / Zoning Approval Contingency stated in Sections 1.16(i) and 7. If the Governmental / Zoning Approval Contingency is not satisfied, and if Buyer does not waive such Governmental / Zoning Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or

before the Governmental / Zoning Approval Date, Buyer must give written notice to Seller as to whether the Governmental / Zoning Approval Contingency has satisfied, or whether the Governmental / Zoning Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Easement Approval Contingency stated in Section 1.16(f). If the Easement Approval Contingency is not satisfied, and if Buyer does not waive such Easement Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Easement Approval Contingency has been satisfied, or whether the Easement Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Due Diligence Date, of the Encroachment Approval Contingency stated in Section 1.16(g). If the Encroachment Approval Contingency is not satisfied, and if Buyer does not waive such Encroachment Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Due Diligence Date, Buyer must give written notice to Seller as to whether the Encroachment Approval Contingency has been satisfied, or whether the Encroachment Approval Contingency has been waived by Buyer.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Title Approval Date, of the Suitability Approval Contingency stated in Section 1.16(j). If the Suitability Approval Contingency is not satisfied, and if Buyer does not waive such Suitability Approval Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement. On or before the Title Approval Date, Buyer must give written notice to Seller as to whether the Suitability Approval Contingency has been satisfied, or whether the Suitability Approval Contingency has been waived by Buyer.

SECTION 14. CLOSING DOCUMENTS. Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents to be provided by Seller.

SECTION 15. ASSIGNABILITY OF INTEREST. This Purchase Agreement may not be assigned by the Buyer without Seller's written consent.

SECTION 16. COSTS.

16.1 State Deed Tax. Upon delivery of the Warranty Deed, Seller shall pay the state deed tax due on the Warranty Deed.

16.2 Title Insurance. Buyer intends to obtain a title insurance policy with respect to the Real Property. Buyer shall be obligated to pay for any title insurance premiums. Seller shall pay

for the title commitment.

16.3 Closing Fee And Escrow Fees. Any closing fee or escrow fee charged by the title company shall be paid one-half by Seller and one-half by Buyer. Buyer shall pay for the cost of recording the Warranty Deed.

16.4 Survey Costs. Buyer shall pay 50% of the cost of the ALTA Survey and Seller shall pay 50% of the cost of the ALTA Survey.

16.5 Phase I Environmental Assessment Costs. Buyer shall pay 50% of the cost of the Phase I Environmental Assessment. Seller shall pay 50% of the cost of the Phase I Environmental Assessment. Buyer shall pay 50% of the cost of any Phase II Environmental Assessment and 50% of the cost of any Environmental Special Investigation. Seller shall pay 50% of the cost of any Phase II Environmental Assessment and 50% of the cost of any Environmental Special Investigation.

16.6 City Legal Fees. Buyer shall reimburse Seller (the City) for 50% of the legal fees incurred by the Seller (the City) relating to this transaction incurred by the Seller from and after January 25, 2021, including fees relating to drafting documents, reviewing survey, reviewing title evidence, reviewing environmental assessments and closing of the transaction.

16.7 Time of Payment. The costs required to paid under this Section 16 shall be paid at Closing Date.

SECTION 17. 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.

SECTION 18. BROKER'S COMMISSION. Buyer and Seller hereby acknowledge that no broker represents the Buyer and no broker represents the Seller. No brokers, finders or the like have been involved with this transaction.

Seller and Buyer hereby agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any such fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

This Section 18 shall survive the Closing and shall not merge with the Closing Documents.

SECTION 19. Intentionally Omitted.

SECTION 20. TERMINATION; REMEDIES.

20.1 Termination. Notwithstanding any other term or condition in this Agreement to the contrary, this Agreement may be terminated and the transactions contemplated herein may be abandoned prior to Closing as follows:

- a.) by the mutual written consent of Seller and Buyer at any time prior to Closing; or
- b.) by Seller by sending written notice to Buyer in the event of a breach by Buyer of any representation, warranty, or covenant of Buyer made under this Agreement, unless such breach is (i) cured and remedied by Buyer within ten (10) days after receipt of Seller's notice thereof; or (ii) waived by Seller; or
- c.) by Buyer by sending written notice to Seller in the event of a breach by any Seller of any agreement, representation, warranty, or covenant of Seller made under this Agreement, unless such breach is (i) cured and remedied by Seller within ten (10) days after receipt of Buyer's notice thereof; or (ii) waived by Buyer; or
- d.) by Buyer pursuant to Sections 10 and 13; or
- e.) by Seller pursuant to Sections 10 and 13.

20.2 Effect of Termination; Remedies. Solely except as otherwise provided in this Agreement, the rights and remedies of each Buyer and Seller in the event of termination of this Agreement shall be limited as follows notwithstanding any other legal or equitable provisions or principles applicable thereto but for this Section 20.2:

- a.) If Seller is entitled to terminate this Agreement, Seller may terminate this Agreement by a written notice to Buyer, which shall constitute the sole and exclusive remedy of Seller. Except as otherwise provided in the preceding sentence, Seller shall not be entitled to any other right or remedy.
- b.) If Buyer is entitled to terminate this Agreement, Buyer may terminate this Agreement by a written notice to Seller, which shall constitute the sole and exclusive remedy of Buyer. Except as otherwise provided in the preceding sentence, Buyer shall not be entitled to any other right or remedy.

SECTION 21. MISCELLANEOUS.

21.1 Condemnation. The risk of loss from condemnation or a threat thereof shall remain on Seller until Closing. If prior to Closing any portion of the Real Property is condemned under the power of eminent domain, is the subject of threatened condemnation, or is conveyed to a condemning authority in lieu of condemnation, Seller shall notify Buyer in writing of the threat, condemnation or conveyance within five (5) days of its occurrence. Buyer shall, within ten (10) days of the notice, have the option of (a) proceeding with Closing and receiving the award of condemnation payment (or an assignment thereof, if the same is not received at Closing); or (b) terminating this Agreement.

21.2 Entire Agreement; Modification; Effect to Prior Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto.

21.3 Successors and Assigns. Neither this Agreement nor any of its rights, interests or obligations hereunder shall be assigned or delegated by any party hereto (whether by operation of law or otherwise) without the prior written consent of other non-assigning (or non-delegating) party or parties, and any attempt to make any such assignment or delegation without such consent shall be null and void.

21.4 Notices. All notices, requests, demands and other communications hereunder shall be in writing and deemed to be duly given, (a) when delivered by hand, with a record of receipt, (b) the fourth day after mailing, if mailed by certified or registered mail, return receipt requested with postage prepaid, (c) the day delivered by a nationally recognized overnight courier, with a record of receipt, or (d) the day of transmission, with confirmation of receipt, if delivered by facsimile or electronic mail during regular business hours (which regular business hours shall be 9:00 am – 5:00 pm, Monday through Friday excluding office holidays, at the office where received), or the day after transmission, with confirmation of receipt, if delivered by facsimile or electronic mail after regular business hours, to the parties at the following addresses (or to such other address as a party may have specified by the notice given to the other party pursuant to this provision):

If to Buyer:	Kurt A. Rechtzigel 1407 – 80th Street E. Inver Grove Heights, MN 55077
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If to Seller:	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077
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21.5 Damage Prior to Closing. In the event of any destruction or damage to the Real Property by fire, wind, flood, storms, or other acts of God, either Seller or Buyer, at its sole option, may terminate this Agreement without further cost or expenses to either Party.

21.6 Extension; Waiver. At any time prior to the Closing Deadline, the parties hereto

may by mutual agreement set forth in a written instrument signed on behalf of the parties, to the extent legally allowed, (i) extend the time described in this Agreement for the performance of any of the obligations or other acts of the parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions contained herein.

21.7 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or other electronic means or transmission (i.e., a “pdf”) shall be as effective as delivery of a manually executed counterpart of this Agreement.

21.8 Survival. Notwithstanding Closing or termination of this Agreement for any cause or reason, all terms, conditions, covenants, agreements, representations and warranties made by Seller and/or Buyer in this Agreement that by their terms are to be performed or are applicable to time periods after the date of such Closing, and the respective rights, remedies, duties, and obligations of each Seller and Buyer thereunder shall survive such Closing and shall continue in full force and effect thereafter.

The Seller’s Warranties shall survive the Closing and shall not merge with the Closing Documents.

The Buyer’s Warranties shall survive the Closing and shall not merge with the Closing Documents.

21.9 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

21.10 Compliance with Land Alteration Permit. The Buyer shall not excavate or grade the Real Property without first obtaining a Land Alteration Permit from the City. The Buyer shall not fill the Real Property with earthen material or extract earthen material from the Real Property without first obtaining a Land Alteration Permit from the City. The Buyer shall comply with the terms and conditions of any Land Alteration Permit issued by the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

SELLER:
CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

BUYER:

Kurt A. Rechtzigel

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

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

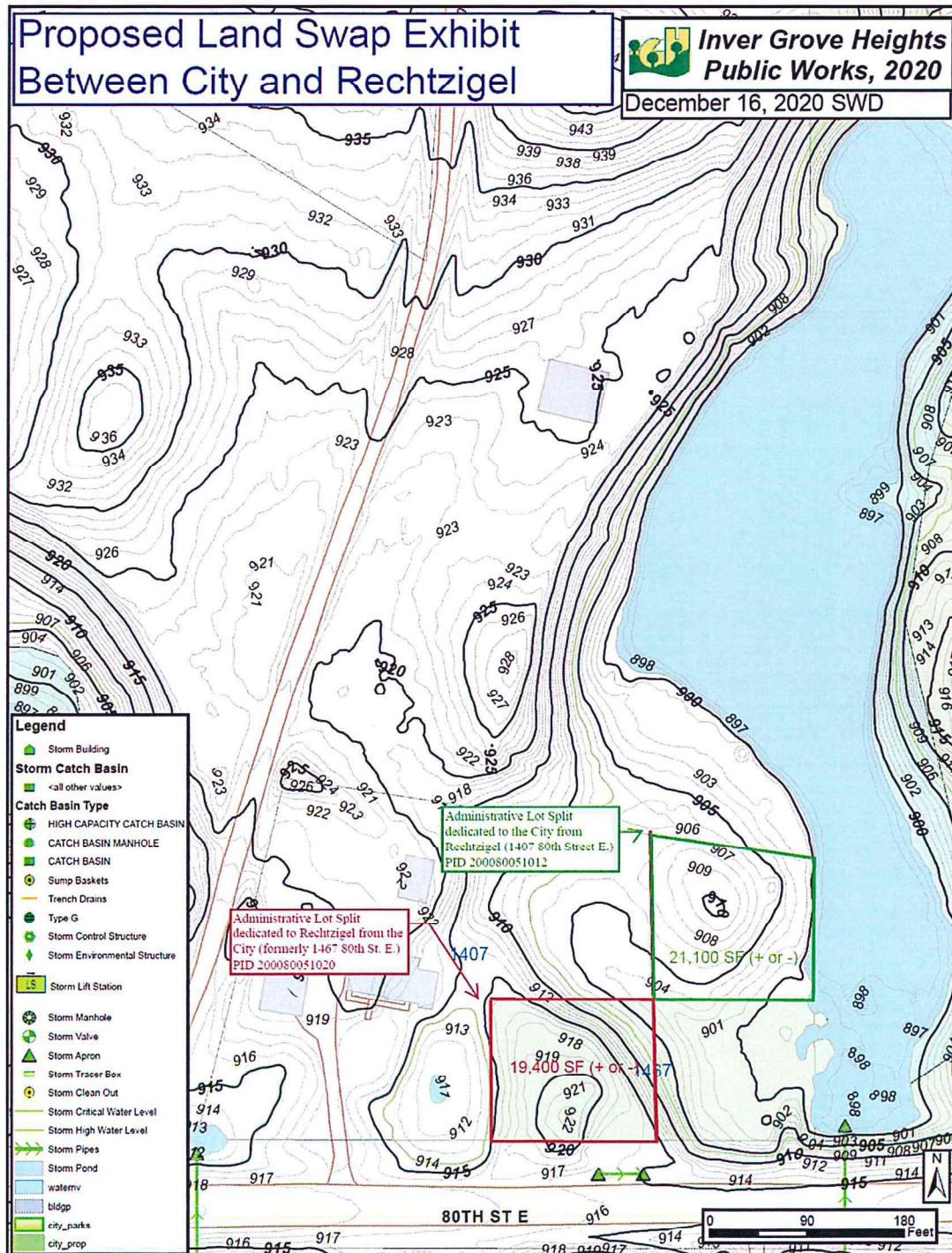


EXHIBIT B
PERMITTED ENCUMBRANCES

1. Reservation of minerals or mineral rights by the State of Minnesota, if any.
2. Recorded utility and drainage easements.
3. Applicable laws, ordinances, and regulations.
4. Reservation of a permanent drainage and utility easement over the east 5 feet of the Real Property.
5. Reservation of a permanent drainage and utility easement over the north 10 feet of the south 85 feet of the Real Property.

EXHIBIT C
LEGAL DESCRIPTION OF RECHTZIGEL RETAINED PARCEL

EXHIBIT D
LEGAL DESCRIPTION OF CITY RETAINED PARCEL

**Request for Council Action****TITLE: Consider Resolution Supporting Parking Restrictions on Babcock Trail between 52nd Street East and 55th Street East**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas Kaldunski, City Engineer 651.315.6336	Budget amendment requested	
Prepared by:	Jacob Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Scott Thureen, Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Resolution Supporting Parking Restrictions on Babcock Trail between 52nd Street East and 55th Street East.

SUMMARY:

Inver Grove Heights Public Works has received multiple complaints from residents concerned about safety due to parked vehicles obstructing sight lines of motorists waiting to turn on to Babcock Trail (County Road 73).

Dakota County Transportation Plan Policy, PP.10 Parking Restrictions states: The County Engineer is authorized, at the county's discretion, to place parking restrictions on county highways when supported by city council resolution. The Dakota County Traffic Engineer has indicated support to post signs. Due to quantity of posts to install and current frost conditions, posting may be delayed until weather allows.

City Engineering staff recommend no parking zones be established within 360-feet of public street intersections, private drives, and commercial entrances based on the 40-mile-per-hour posted speed on Babcock Trail (See exhibit A). Engineering staff contacted property managers at CHS and Greystone Heights Townhomes to inform the managers of the recommendation. The recommended parking restrictions will limit on street parking currently utilized by Greystone residents during their snow removal operations based on their snow emergency parking policy.

I recommend passage of the attached resolution requesting Dakota County post no parking signs on Babcock Trail from 52nd Street East to 55th Street East.

Attachments: Resolution
Exhibit A - Parking Restrictions

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

**RESOLUTION SUPPORTING PARKING RESTRICTIONS ON BABCOCK TRAIL BETWEEN 52ND
STREET EAST AND 55TH STREET EAST**

RESOLUTION NO. 2021-43

WHEREAS, this resolution was passed this 22nd day of February 2021 by the City of Inver Grove Heights in Dakota County, Minnesota. The municipal corporation shall hereinafter be called the "City",
WITNESSETH:

WHEREAS, parking is to be restricted on Babcock Trail where vehicle parking obstructs vision of motorists turning onto Babcock Trail; and

WHEREAS, Public Works Department staff has reviewed and concur with proposed parking restrictions; and

WHEREAS, Dakota County is the authority to post parking restrictions within Babcock Trail (County Road 73) right of way; and

WHEREAS, "Dakota County Transportation Plan Policy, PP.10 Parking Restrictions" states: The County Engineer is authorized, at the county's discretion, to place parking restrictions on county highways when supported by city council resolution.; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the City shall support the parking restrictions on Babcock Trail between 52nd Street East and 55th Street East (see Exhibit A)

- (1) All such signs, upon placements, shall be in full force and effect under the Laws of the State of Minnesota, Chapter 169.34, and the Highway Traffic Regulation Act.

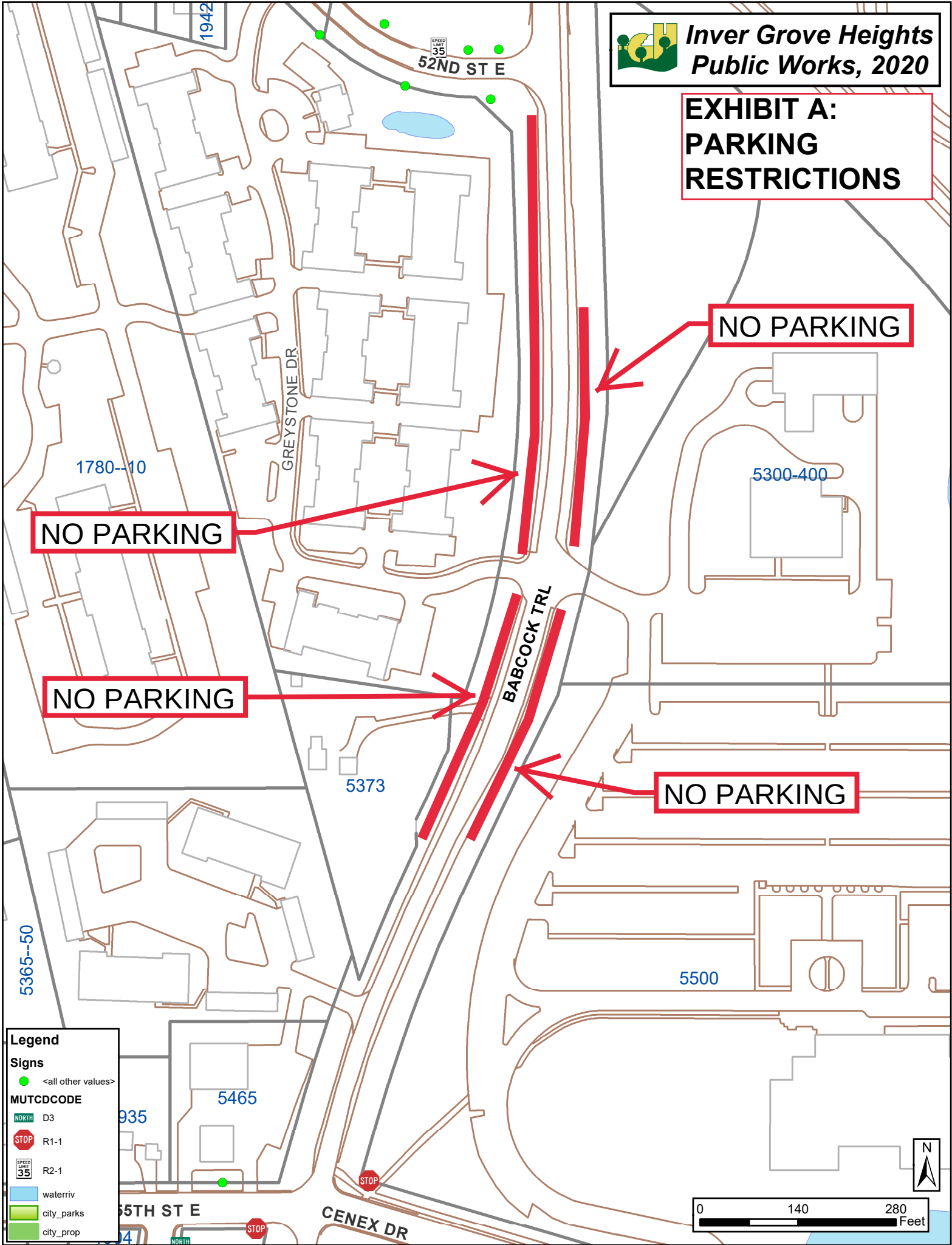
Adopted by the City Council of the City of Inver Grove Heights this 22nd day of February 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**EXHIBIT A:
PARKING
RESTRICTIONS**



NO PARKING

NO PARKING

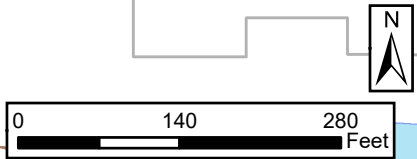
NO PARKING

NO PARKING

Legend

Signs

-  <all other values>
- MUTCD CODE**
-  D3
-  R1-1
-  R2-1
-  waterirr
-  city_parks
-  city_prop





Request for Council Action

Consider Resolution Appointing SEH as Temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

Consider Resolution Appointing SEH as Temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights.

SUMMARY

Due to program scheduling issues during COVID 19, the City Engineer was unable to take the required training sessions for Program Administrator for Bridge Inspections for the City of Inver Grove Heights as required by MnDOT.

The City Engineer cannot act as Program Administrator for Bridge Inspections until the requirements by MnDOT are met. Therefore, staff has requested that SEH act as the temporary Program Administrator for Bridge Inspections. SEH will be conducting the Bridge Inspections in the second quarter of this year.

Staff recommends that Council approve the resolution appointing SEH as Temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights.

TJK/kf

Attachment: Resolution

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

RESOLUTION 2021-44

**RESOLUTION APPOINTING SEH AS TEMPORARY PROGRAM ADMINISTRATOR FOR BRIDGE
INSPECTIONS FOR THE CITY OF INVER GROVE HEIGHTS**

WHEREAS, MnDOT requires specialized training for Program Administrator for Bridge Inspections; and

WHEREAS, due to schedule interruptions during COVID19, the City Engineer was not able to meet MnDOT's requirements; and

WHEREAS, staff has requested that SEH be appointed temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights until such time the requirements by MnDOT can be met by the appropriate staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That SEH is hereby appointed temporary Program Administrator for Bridge Inspections for the City of Inver Grove Heights.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Resolution Authorizing the Submittal of a Local Road Improvement Program Funding Request for City Project No. 2010-09F - Upper 55th Street**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-450-2572	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen, Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Resolution authorizing the submittal of a Local Road Improvement Program Funding (LRIP) Request for City Project No. 2010-09F - Upper 55th Street.

SUMMARY:

On January 25, 2021 Council approved a proposal from SRF to assist in preparing an LRIP application for City Project No. 2010-09F.

SRF has completed the application requesting the maximum allowable funding of \$1,250,000 as a State Aid city with a population of over 5,000 persons. The City has the legal authority to apply for financial assistance and the City can ensure matching funds.

Staff is asking that Council approve the attached resolution authorizing the City Engineer the ability to submit an LRIP funding application for City Project No. 2010-09F - Upper 55th Street.

TJK/kf

Attachment: Resolution

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

RESOLUTION 2021-45

**RESOLUTION AUTHORIZING THE SUBMITTAL OF A LOCAL ROAD IMPROVEMENT PROGRAM
FUNDING REQUEST FOR CITY PROJECT 2010-09F - UPPER 55TH STREET**

WHEREAS, the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds and adequate construction of the proposed project; and

WHEREAS, upon approval of its application by the State, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above referenced project, and that it will comply with all applicable laws and regulations as stated in all contract agreements; and

WHEREAS, the City of Inver Grove Heights is requesting the maximum allowable funding of \$1,250,000 as the City is a State Aid City with a population of over 5,000 person; and

WHEREAS, the City of Inver Grove Heights confirms if the project cost increases above the amount listed on the application, the City of Inver Grove Heights will provide or secure all additional funds necessary to complete the project and the city certifies that it will comply with all applicable laws, regulations and rules of the application; and

NOW THEREFORE, be it resolved by the City Council of Inver Grove Heights that:

1. The City Engineer is authorized to submit a Local Road Improvement Program funding application for City project 2010-09F Upper 55th Street.

Adopted by the City Council of Inver Grove Heights, MN on this 22nd day of February 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Resolution Authorizing the Submittal of a Local Road Improvement Program Funding Request for City Project No. 2016-17 - 117th Street Reconstruction (from T.H. 52 to Rich Valley Blvd.)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-450-2572	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen, Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Resolution authorizing the submittal of a Local Road Improvement Program Funding (LRIP) Request for City Project No. 2016-17 - 117th Street Reconstruction (from T.H. 52 to Rich Valley Blvd.).

SUMMARY:

On January 25, 2021 Council approved a proposal from Bolton & Menk to assist in preparing an LRIP application for City Project No. 2016-17.

Bolton & Menk has completed the application requesting the maximum allowable funding of \$1,250,000 as a State Aid city with a population of over 5,000 persons. The City has the legal authority to apply for financial assistance and the City can ensure matching funds.

Staff is asking that Council approve the attached resolution authorizing the City Engineer the ability to submit an LRIP funding application for City Project No. 2016-17 - 117th Street Reconstruction (from T.H. 52 to Rich Valley Blvd.).

TJK/kf

Attachment: Resolution

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

**RESOLUTION AUTHORIZING THE SUBMITTAL OF A LOCAL ROAD IMPROVEMENT PROGRAM
FUNDING REQUEST FOR CITY PROJECT 2016-17 - 117TH STREET RECONSTRUCTION
(FROM T.H. 52 TO RICH VALLEY BLVD.)**

RESOLUTION NO. 2021-46

WHEREAS, the 117th Street Reconstruction project includes a 2 to 4-lane expansion of 117th Street from CSAH 71 to TH 52 near Flint Hills Resources within the City of Inver Grove Heights, and

WHEREAS, the 117th Street Reconstruction project will reconstruct 1.03 miles of 117th Street and include pavement preservation improvements for 117th Street from Flint Hills Resources Refinery access to the TH 52/117th Street interchange. The roadway will be constructed to 10-ton roadway design and improve access to the existing industrial businesses along the corridor including Flint Hills Resources - Pine Bend Refinery, Republic Services Pine Bend Landfill and several other freight/heavy commercial based industries, 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 transportation corridor within the region and as a result the project area is expected to see industrial expansion and increased development in the future, and

WHEREAS, the 117th Street corridor is an integral component of the broader Dakota County CSAH 32 corridor that connects Interstate 35W in Burnsville on the west to TH 52 in Inver Grove Heights on the east and as a result roadway improvements will aid in the anticipated transfer of 117th Street to extension of CSAH 32 from CSAH 71 to TH 52, and

WHEREAS, the project was recently awarded \$8M in Minnesota Highway Freight Program funding for FY 2024 and LRIP funding would aid in filling the funding gap for the city and Dakota County as a part of the local match to federal dollars, and

WHEREAS, the city, in partnership with Dakota County, has recently issued an RFP to provide preliminary engineering through 30 percent final design services for design and construction of 117th Street from CSAH 71 to TH 52, and

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation makes available up to \$1,250,000 to apply towards projects on local roads that are regionally significant, result in safety improvements, and address transportation deficiencies, and

WHEREAS, the proposed year for said project construction is 2023.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS AS FOLLOWS; that

1. The City Council hereby supports the reconstruction of 117th Street from a 2 to 4-lane from CSAH 71 to TH 52 near Flint Hills Resources within the City of Inver Grove Heights.
2. The City Council hereby supports the City's pursuit of Local Road Improvement Program (LRIP) funding and authorizes staff to prepare and submit such application.
3. The City Council hereby provides assurance that the City of Inver Grove Heights will pay all costs associated with the project and that city staff will ensure that all aspects of LRIP funding requirements are met and the project's schedule is adhered to.

Adopted by the City Council of Inver Grove Heights, Minnesota, this 22nd day of February 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Consider Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for Angus Avenue and 56th Street Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	Pavement Management Program, Assessments

PURPOSE/ACTION REQUESTED:

Consider Resolution Receiving the Petition and Ordering the Preparation of a Feasibility Report for Angus Avenue and 56th Street Improvements.

SUMMARY:

Attached is the petition form received in March 2020 and was signed in February 2020. The initial response to COVID19 affected the response to the petition. It is being brought to Council now for consideration as a new 2024 project to be included in the Capital Improvement Program (CIP). Staff is asking Council to receive the petition and consider a feasibility study after fiscal review of the CIP.

This project is being initiated in response to a petition received from residents on Angus Avenue and 56th Street. A review of the project map area indicates that the owners of 29 of 30 properties adjoining the area have signed the petition (see Petition Map). One property owner owns 11 parcels and another property owner owns 6 parcels.

The residents have requested pavement reconstruction with curb and gutter and driveway aprons installed/replaced. The City will need to review the final plan alignment, then prepare the Feasibility Study if the Council wants to select the proposed alignment. Portions of the streets exist as City streets whereas some right-of-way would be needed to be built for pending development based on Council priorities. Attached as Exhibit 1 is a map of improved (signified by a red dot) and unimproved streets (signified by a green dot).

Staff recommends passage of the resolution accepting the petition and ordering the feasibility report for Angus Avenue and 56th Street Improvements to be included in the 2024 CIP.

TJK/kf

Attachment: Resolution
Petition Map
Petition Form
Exhibit 1 - Improved and Unimproved Streets Map

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

RESOLUTION 2021-47

**RESOLUTION RECEIVING PETITION AND ORDERING PREPARATION OF FEASIBILITY REPORT
FOR ANGUS AVENUE AND 56TH STREET IMPROVEMENTS**

WHEREAS, it is proposed to make improvements and to assess or tax the benefited properties for all or a portion of the cost of said improvements, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 to 103B.251 as follows:

City Project

Angus Avenue and 56th Street

Improvement

Pavement improvements with curb and gutter

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the proposed improvements be referred to the Public Works Director for study, and that he/she be instructed to report to the Council with all convenient speed, advising the Council, in a preliminary way, as to whether the proposed improvements are feasible and as to whether it would be best made, as proposed, or in connection with other improvements and the estimated cost of the improvements as recommended.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

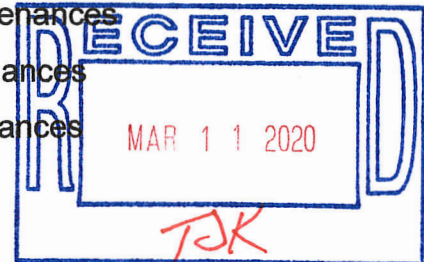
Date: 02/18/20

PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- ☐ Construction of Sanitary Sewer and Necessary Appurtenances
- ☐ Construction of Storm Sewer and Necessary Appurtenances
- ☐ Construction of Water Mains and Necessary Appurtenances
- ☐ Construction of Sidewalks
- ☐ Installation of Curbs and Gutters
- ☐ Installation of Street Lighting
- ☒ Street Improvements (Street improvement type and scope is determined by the feasibility study, if ordered by City Council)
- ☒ Other (Specify): Pavement reconstruction of roadway(s), with curb/gutter and driveway aprons installed/replaced as indicated by the feasibility study.



DESCRIPTION OF STREET OR WORK AREA:

Angus Avenue and 56th St. E, including cul de sacs; extending from Upper 55th St. E., to the south.

Owner Information

1. DANIEL T. PRATHER
Name

651-769-5826
Phone No.

5592 ANGUS AVENUE
Address/PID No. (If no address, use PID No.)

dprather5@comcast.net
Email

2. Rebekah Geffre
Name

651-343-4987
Phone No.

1455 56th St. E
Address/PID No. (If no address, use PID No.)

rebekah.geffre@yahoo.com
Email

3. David Geffre
Name

651-343-4986
Phone No.

1455 56th St. E
Address/PID No. (If no address, use PID No.)

L K Hjelmgren@gmail.com
Email

4. Kim Hjelmgren
Name

612-803-7352
Phone No.

1455 56 St E

5. Quinten Johnson

Name

5526 Angus

Address/PID No. (If no address, use PID No.)

6. Jeff Miller

Name

1372 Upper 55 St E

Address/PID No. (If no address, use PID No.)

7. Jason Schaefer

Name

5539 Angus

Address/PID No. (If no address, use PID No.)

8. Aaron McDonough

Name

5555 Angus

Address/PID No. (If no address, use PID No.)

9. Lauryn M. Johnston

Name

5580 So Robert Tr. Bldg.

Address/PID No. (If no address, use PID No.)

10. Tom Waldron

Name

5660 Alta Ln

Address/PID No. (If no address, use PID No.)

11. Howard Waldron

Name

1366 - 56th St. E.

Address/PID No. (If no address, use PID No.)

12. Amy Stanton

Name

1335 56th St E

Address/PID No. (If no address, use PID No.)

13. Carol Downhour

Name

5555 Alta Ave

612-859-7328

Phone No.

Quinten.Johnson@outlook.com

Email

612-282-6937

Phone No.

S.Miller20@aol.com

Email

612-751-8388

Phone No.

J.Schaefer1977@Hotmail.com

Email

651-260-0679

Phone No.

McDonoughaaron@yahoo.com

Email

5580 So Robert Tr.

651-552-0023

Phone No.

Email

612-987-2019

Phone No.

Email

651-455-8127

Phone No.

Email

651-263-7679

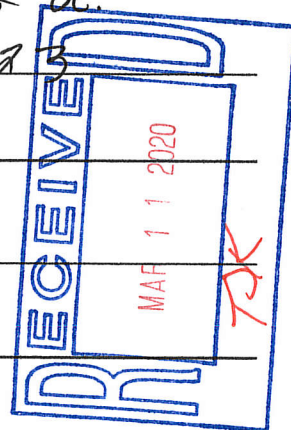
Phone No.

Email

612-875-7074

Phone No.

Csdownhour@comcast.net



4. Mikal E. Steinmetz
Name
1330 56th St. E IGH, MN 55077
Address/PID No. (If no address, use PID No.)

651-457-2691
Phone No
msteinmetz@cox.net
Email

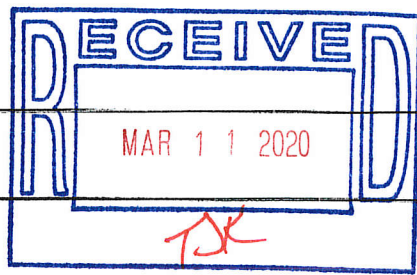


15. DONNA M. Bingen
Name
1425 E. 56th St IGH, MN 55077
Address/PID No. (If no address, use PID No.)

651-528-1467
Phone No
Email

16.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email



17.
Name
Address/PID No. (If no address, use PID No.)

Phone No.
Email

18.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

19.
Name
Address/PID No. (If no address, use PID No.)

Phone No.
Email

20.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

21.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

22.
Name

Phone No

4. Mikal E. Steinmetz
Name
1335 56th St. E IGH, MN 55077
Address/PID No. (If no address, use PID No.)

651-457-2691
Phone No
s/d e/f merdennite@comcast.net
Email

* 15. Long 3 Alex Truong
Name
1435 56th Street E IGH MN 55077
Address/PID No. (If no address, use PID No.)

(320) 310-1238
Phone No
longschool@gmail.com
Email

16. Lynn Nguyen
Name
1435 56th Street east IGH 55077
Address/PID No. (If no address, use PID No.)

~~(320) 298-5086~~ (320) 298-5086
Phone No
Email

17. Anh Linh Bui
Name
1435 56th Street east 55077
Address/PID No. (If no address, use PID No.)

(239) 316-9105
Phone No
Email

18.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

19.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

20.
Name
Address/PID No. (If no address, use PID No.)

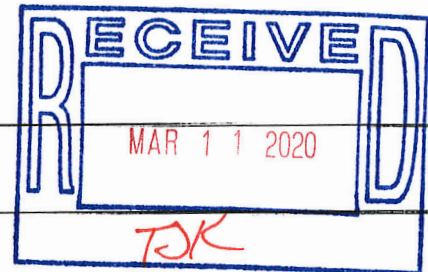
Phone No
Email

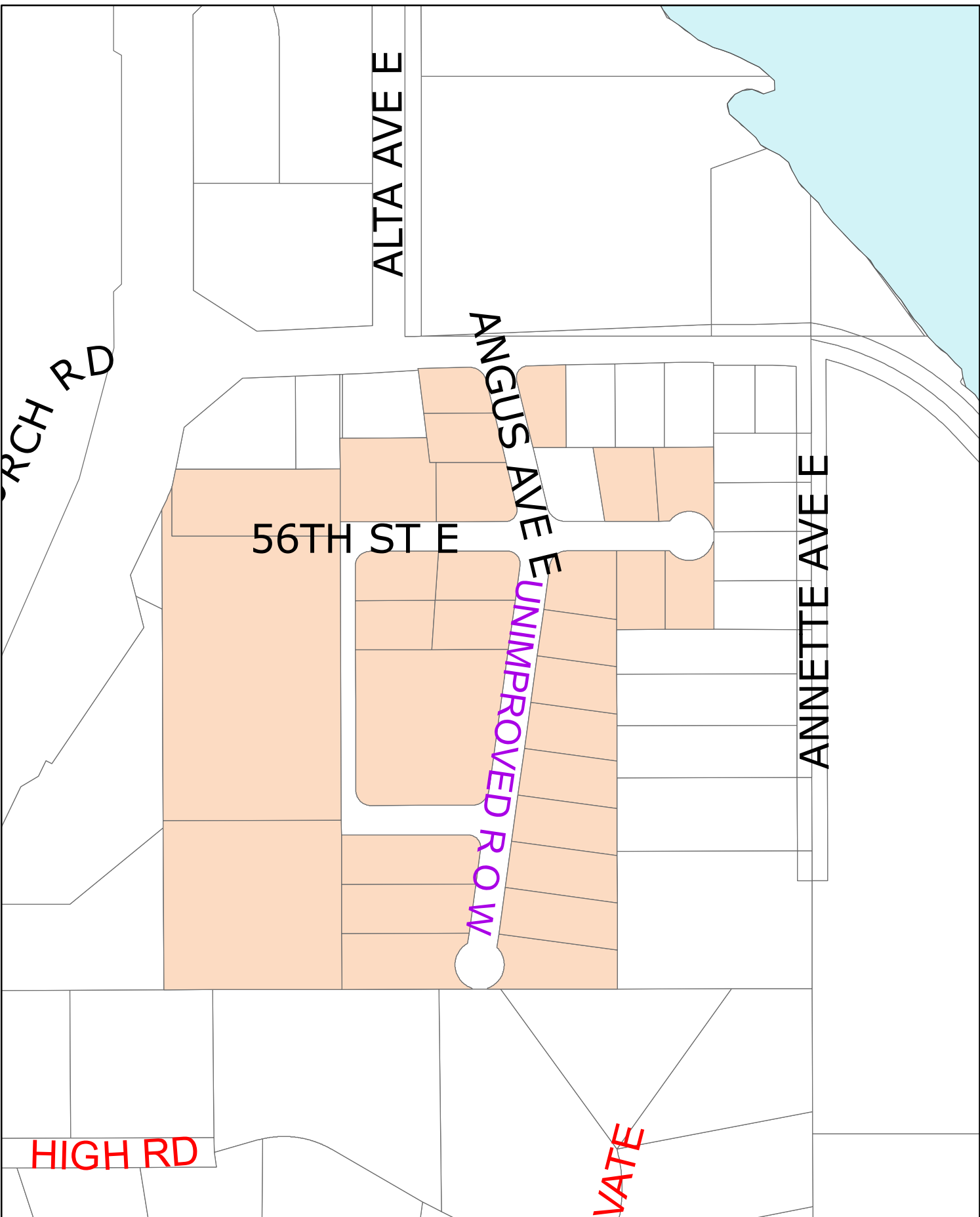
21.
Name
Address/PID No. (If no address, use PID No.)

Phone No
Email

22.
Name

Phone No





2/16/21

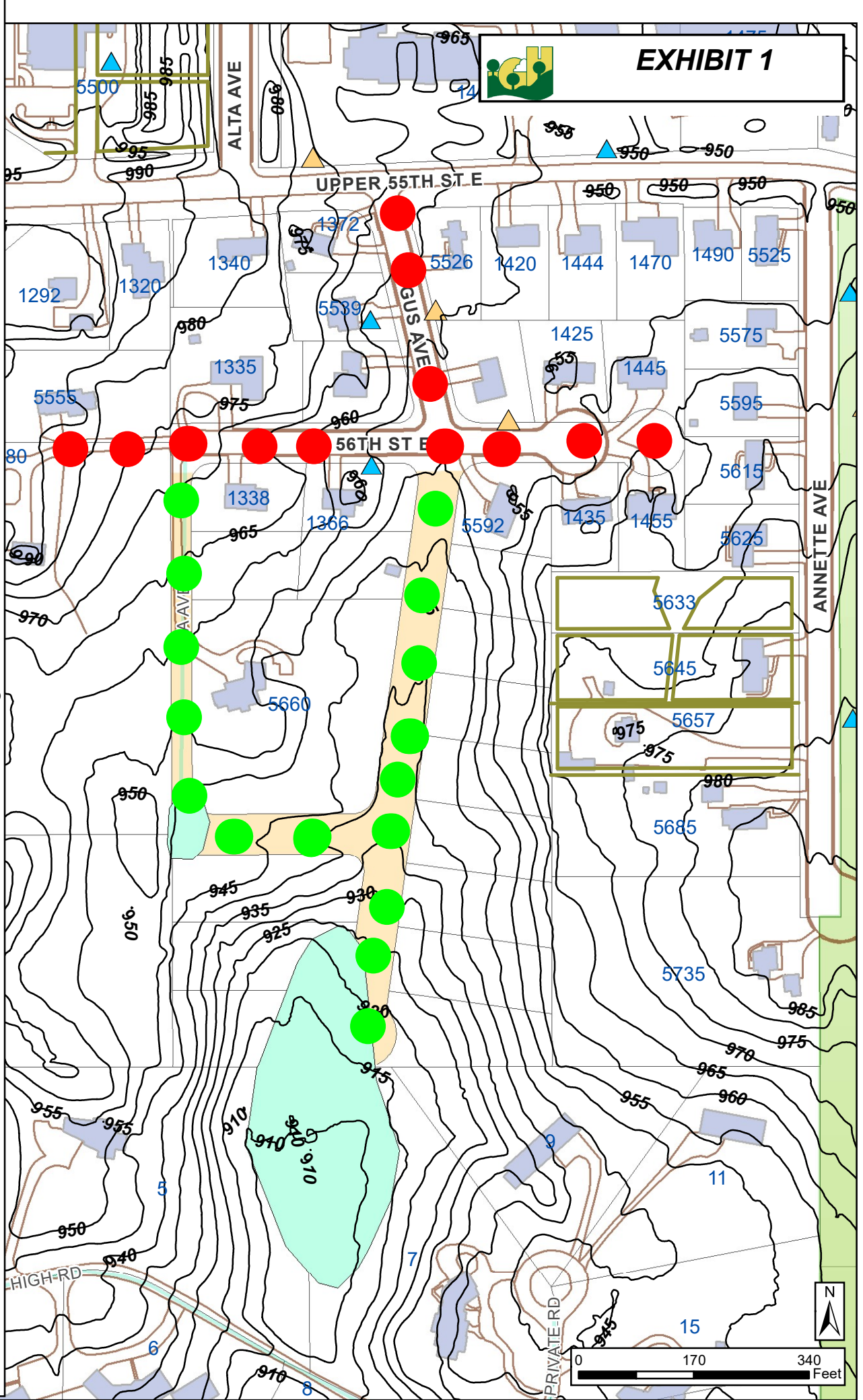
Angus Avenue and 56th Street Petition

 Petitioners



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

- Storm Control Structure
- Storm Environmental Structure
 - LS Storm Lift Station
 - Storm Manhole
 - Storm Valve
 - Storm Apron
 - Storm Tracer Box
 - Storm Clean Out
 - Storm Critical Water Level
 - Storm High Water Level
 - Storm Pipes
 - Storm Pond
 - water-asbuilts
 - Water Building
 - Water Curb Stop
- Water Hydrant**
- <all other values>
- Color Code**
- BLUE
 - RED
 - Water Irrigation Meter
- Water Valve**
- <all other values>
- Valve Type**
- BACKFLOW PREVENTER
 - BUTTERFLY
 - GATE
 - INTERCONNECT VALVE
 - MUNICIPAL WATER METER
 - PIV
 - PRESSURE ZONE VALVE (OFF)
 - PRV
- Water Pipe**
- <all other values>
- Raw Water**
- Production Line
 - Raw Water Line
 - Water Casing
 - Water Service Pipe
- sanitary-asbuilts
- Sanitary Building
- Sanitary Manhole**
- <all other values>
- Manhole Type**
- AIR RELIEF VALVE
 - DROP MANHOLE
 - FORCE MAIN DISCHARGE
 - STANDARD
 - Sanitary Clean Out
 - LS Sanitary Lift Station
 - Sanitary Tracer Box
- Sanitary Pipe**
- <all other values>
- Force Main**
- Force Main Sanitary Pipe
 - Gravity Sanitary Pipe
 - Sanitary Casing
 - Sanitary Service Pipe
 - waterriv
 - bldgp
 - city_parks
 - city_prop



**Request for Council Action****Consider Resolution Approving Proposal for Geotechnical Review and Recommendations for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects on Argenta Trail (CPN 2016-04 and 2016-05) and 70th Street (CPN 2015-08)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	NWA Water and Sewer Funds

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Proposal for Geotechnical Review and Recommendations for City Project No. 2021-01 - NWA Trunk Utility Improvements for Future County Projects on Argenta Trail (CPN 2016-04 and 2016-05) and 70th Street (CPN 2015-08).

SUMMARY

The City requested Braun Intertec to provide a proposal for geotechnical review and recommendations. The purpose of the geotechnical review and recommendations will be to review previous geotechnical information in the project area and provide geotechnical recommendations for additional exploration, if necessary, and the design and construction of the trunk utility extensions.

Braun Intertec was hired from our consultant pool because of their familiarity with the project and the geotechnical review for a cost of \$2,670.

I recommend that the City Council approve the proposal from Braun Intertec for geotechnical review and recommendations in the amount of \$2,670. Funding for the proposal will come from NWA Water and Sewer Funds.

TJK/kf

Attachment: Proposal
Resolution

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

**CONSIDER RESOLUTION APPROVING PROPOSAL FOR GEOTECHNICAL REVIEW AND
RECOMMENDATIONS FOR CITY PROJECT NO. 2021-01 - NWA TRUNK UTILITY
IMPROVEMENTS FOR FUTURE COUNTY PROJECTS ON ARGENTA TRAIL (CPN 2016-04 AND
2016-05) AND 70TH STREET (CPN 2015-08)**

RESOLUTION NO. 2021-48

WHEREAS, County projects (City Project Nos. 2016-04, 2016-05 and 2015-08) are tentatively scheduled from August 2021 to 2024; and

WHEREAS, the City will need to extend trunk utility infrastructure to avoid future impacts to County and City roadway, trail, and drainage improvements; and

WHEREAS, a proposal was requested and received from Braun Intertec for geotechnical review and recommendations for City Project No. 2021-01; and

WHEREAS, Braun Intertec, being a part of the City's consultant pool and having familiarity with the project, submitted a proposal dated February 11, 2021 for geotechnical review and recommendations for City Project No. 2021-01; and

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

1. The City Council of Inver Grove Heights accepts the Braun Intertec proposal, dated February 11, 2021, in the amount of \$2,670 geotechnical review and recommendations for City Project No. 2021-01 - NWA Trunk Utility Improvements for future County projects on Argenta Trail (CPN 2016-04 and 2016-05) and 70th Street (CPN 2015-08).
2. Funding shall come from NWA Water and Sewer Funds.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

February 11, 2021

Proposal QTB133902

Eric Seaburg, PE
Bolton & Menk, Inc.
2035 County Road D East
Maplewood, MN 55109-5314

Re: Proposal for a Geotechnical Review and Recommendations
2021 Trunk Utility Extensions
Argenta Trail, 70th Street and Robert Trail
Inver Grove Heights, Minnesota

Dear Mr. Seaburg:

Braun Intertec Corporation is pleased to submit this proposal to complete a review of geotechnical information for the 2021 Trunk Utility Extensions at Argenta Trail, 70th Street and Robert Trail in Inver Grove Heights, Minnesota.

Project Information

Per the provided Proposed Improvements plan by Bolton & Menk, we understand the project will include several extensions of sanitary sewer and watermain in the area near Argenta Trail (including the future Argenta Trail alignment), Robert Trail, 70th Street West and 65th Street West.

We understand pipe depths will generally be between 20 and 45 feet and will be installed by jacking and open cut methods.

Previous Experience and Geotechnical Information

You provided several documents for previous geotechnical explorations and evaluations in the area for our review:

- *Geotechnical Evaluation Report, CSAH 26 and CSAH 63 Improvements*, prepared by Braun Intertec (November 5, 2020)
- *Geotechnical Evaluation Report, Proposed NWA Trunk Utilities – Argenta District*, prepared by Braun Intertec (June 30, 2015)
- *Geotechnical Evaluation Report, South Robert Trail Sanitary Sewer*, prepared by Braun Intertec (July 12, 2018)
- *Geotechnical Exploration Program, Proposed Trunk Sanitary Sewer*, prepared by Element Materials Technology (March 10, 2016)

Based on our cursory review of these materials, the project details you provided, and our discussions with you, we intend to use the available information to provide recommendations for the 2021 Trunk Utility Extensions project. During our evaluation, if we feel supplemental borings are warranted to reduce

AA/EOE

risk to the project, we will discuss the components of a recommended program with you to advise the owner.

Purpose

The purpose of our geotechnical review and recommendations will be to review previous geotechnical information in the project area and provide geotechnical recommendations for additional exploration, if necessary, and the design and construction of the trunk utility extensions.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Engineering Analyses

We will use data obtained from available subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform an engineering assessment related to the feasibility of the proposed trunk utility extensions.

Report

We will prepare a letter report including:

- A CAD sketch showing the previously performed exploration locations.
- Logs of the previous boreholes describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for additional geotechnical exploration if needed.

We will submit an electronic copy of our report to you.

Schedule

We anticipate we can complete our report within approximately two weeks of authorization.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$2,670**.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the master agreement between Braun Intertec and Bolton & Menk, Inc.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Brian Schreurs at 952.995.2256 or bschreurs@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Brian J. Schreurs, PE
Project Engineer



Bryan C. Field, PE
Account Leader, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

**Request for Council Action****Consider Resolution Accepting Engineering Services Proposal from Kimley-Horn for Assistance in Submitting the New 2021 MS4 Permit Application**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Steve W. Dodge, 651-450-2541	Budget amendment requested	
Prepared by:	Steve W. Dodge, <i>SWD</i> Assistant City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

Consider Resolution Accepting Engineering Services Proposal from Kimley-Horn for Assistance in Submitting the New 2021 MS4 Permit Application.

SUMMARY

The City of Inver Grove Heights is required to submit the MS4 permit application and corresponding TMDL form to the MPCA no later than April 15, 2021. In the new 2021 MS4 Permit Application, there are additional requirements from previous years.

Staff requested a proposal from Kimley-Horn to prepare the required forms and have them submitted to the MPCA. Kimley-Horn is part of the City's consulting pool and has experience in stormwater program support. Kimley-Horn will draft and final the MS4 Permit Application and TMDL form. The cost for this assistance will be \$7,100. This amount will be covered by the Stormwater Utility Fund.

Staff recommends approval of the resolution accepting engineering services proposal from Kimley-Horn for Assistance in submitting the new 2021 MS4 Permit Application in the amount of \$7,100.

SDT/kf

Attachment: Resolution
Proposal

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

RESOLUTION 2021-49

RESOLUTION ACCEPTING ENGINEERING SERVICES PROPOSAL FROM KIMLEY-HORN FOR ASSISTANCE IN SUBMITTING THE NEW 2021 MS4 PERMIT APPLICATION

WHEREAS, the City of Inver Grove Heights is required to submit the MS4 permit application and corresponding TMDL form to the MPCA no later than April 15, 2021; and

WHEREAS, the new 2021 MS4 permit application has additional requirements from previous years; and

WHEREAS, due to workload, staff requested a proposal from Kimley-Horn to prepare the draft and final MS4 permit application and TMDL form; and

WHEREAS, Kimley-Horn is part of the City's consultant pool and has had experience in stormwater program support.

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

1. The proposal (IPO 40) from Kimley-Horn dated February 11, 2021 is hereby accepted in the amount of \$7,100 for the assistance in completing the 2021 MS4 application.
2. Funding will come from the Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 40

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: MS4 Permit Program Assistance
2021 Permit Application and TMDL Form Submittal

General Category of Services: Stormwater Program Support

Specific Scope of Basic Services: Assist City in Completion of MS4 Permit Application and TMDL Form

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Draft and Final MS4 Permit Application
Draft and Final TMDL Form

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

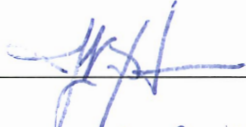
Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: *Sr. Vice President* _____

DATE: _____

DATE: *2/10/2021* _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 40

MS4 PERMIT PROGRAM ASSISTANCE
2021 PERMIT APPLICATION AND TMDL FORM

The City of Inver Grove Heights is required to submit the MS4 permit application and corresponding TMDL Form to MPCA no later than April 15, 2021. The City has requested assistance in preparation of the 32-page permit application form and corresponding TMDL Form (spreadsheet). The permit application and TMDL form submittals serve to define the current status of the City's MS4 Program and do not require additional program development activities at this time. This scope of work addresses services up to the April 15, 2021 permit application submittal date.

1. PREPARE APPLICATION MATERIALS

A. Draft Permit Application

Kimley-Horn will request all relevant background information on the City's MS4 Permit program including the City's current SWPPP, SOPs and ERPs, annual reports for the past 5 years and any other documentation that describes how the City has operated their program over the past 5 years. The City will provide Kimley-Horn with the required information prior to Kimley-Horn completing the first draft responses to the questions identified in the application form. Kimley-Horn will prepare a draft of the application form and deliver it to City staff with highlights and comments on sections that need additional information or responses directly from City staff having knowledge of each program area.

B. Draft TMDL Form

We will prepare a request of information required for preparation of a draft TMDL form. The City will compile and provide necessary BMP information and related pollutant load model results. We will prepare a draft spreadsheet form and deliver it to City staff with highlights and comments on items that need additional information from City.

C. Final Application

Following collection of comments and responses from City staff on the draft application form and draft TMDL form, Kimley-Horn will prepare the final draft submittal documents and deliver them to City staff at least 3 days in advance of the March 22nd or April 12 Council Meeting. Following authorization of the application by Council, City staff will be responsible for signing the form and final online submittal to MPCA.

2. PROJECT MANAGEMENT / REVIEW MEETINGS

Kimley-Horn will provide overall project management to coordinate the schedule and required meetings to achieve the required April 15, 2021 submittal deadline. Our scope includes preparation for and attendance at up to four (4) 1-hour virtual meetings to review draft documents and discuss necessary steps, schedules and responsibilities for completing the required forms.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 40

MS4 PERMIT PROGRAM ASSISTANCE
2021 PERMIT APPLICATION AND TMDL FORM

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
1 Prepare Application Materials	\$ 4,515
2 Project Management / Meetings	\$ 2,185
Subtotal	\$ 6,700
<u>Reimbursable Expenses</u>	<u>\$ 400</u>
Total	\$ 7,100

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$7,100 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 40

MS4 PERMIT PROGRAM ASSISTANCE
2021 PERMIT APPLICATION AND TMDL FORM

The following is a summary of the proposed schedule for the project assuming staff bring the application to Council on April 12, 2021. Adjustments will be made is the work can be completed in time for the March 22, 2021 Council Meeting:

Notice to Proceed	February 23, 2021
Receive Required Information from City	March 1, 2021
Draft Application Materials to City	March 10, 2021
Review Meetings 1 and 2	March 15-19, 2021
Revised Draft Materials to City	March 22, 2021
Review Meetings 3 and 4	March 29 - April 2, 2021
Final Application to City	April 7, 2021
Council Authorizes Submittal of Application	April 12, 2020
City submits Application	April 15, 2021

**Request for Council Action****Consider a Resolution Receiving Amendment No. 2 to the Engineering Services Proposal from Wenck Associates, Inc. for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge <i>SWD</i> 651-450-2541	Budget amendment requested	
Prepared by:	Steve W. Dodge Assistant City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	NWA Storm Water Fund and Developer Funds

PURPOSE/ACTION REQUESTED

Consider a resolution receiving Amendment No. 2 to the engineering services proposal from Wenck Associates, Inc. for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development.

SUMMARY

Wenck Associates, Inc. submitted, and the City accepted a proposal, dated September 22, 2020, to the City to provide engineering design services for the two emergency pumping systems and force mains within the Canvas development. Amendment No. 1 was approved at the December 14, 2020 Council meeting.

City staff requested extra work from Wenck Associates, Inc. in the form of preparation for attendance at two public meetings, an extended project timeline, and additional analysis of potential upstream and downstream impacts to regional basins and emergency conveyance systems. Wenck Associates, Inc. submitted Amendment No. 2 to address the extra work as proposed. Amendment No. 2 is in the amount not to exceed \$5,500.

The Canvas at IGH Development plans and storm water management system are being modified for final design. This has extended the project timeline and will result in updating the emergency pumping and forcemain system modeling and design. The final design is on hold until updated plans and stormwater management system are provided by Canvas at IGH and approved by the City.

Staff recommends Council accept Amendment No. 2 to the engineering services proposal from Wenck Associates, Inc. for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development in the amount of \$5,500. Funding is provided through the NWA Storm Water Fund and Developer Funds.

SWD/kf

Attachments: Resolution

Amendment No. 2 Proposal Letter from Wenck

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION 2021-50

**RESOLUTION RECEIVING AMENDMENT NO. 2 TO THE ENGINEERING SERVICES PROPOSAL
FROM WENCK ASSOCIATES, INC. FOR CITY PROJECT NO. 2021-03 - NWA EMERGENCY
PUMPING SYSTEMS AND FORCE MAIN IMPROVEMENTS FOR REGIONAL BASINS EP-027A
AND EP-034 FOR CANVAS AT IGH DEVELOPMENT**

WHEREAS, the City accepted a proposal from Wenck Associates, Inc., dated September 22, 2020 which provided engineering design services for the two emergency pumping systems and force mains within the Canvas development; and

WHEREAS, City accepted Amendment No. 1 to the Engineering Services Proposal on December 14, 2020; and

WHEREAS, City staff requested that Wenck Associates, Inc. submit Amendment No. 2, to include preparation for and attendance at two public meetings, an extended project timeline, and additional analysis of potential upstream and downstream impacts to regional basins and emergency conveyance systems; and

WHEREAS, the City and Wenck Associates, Inc. have final design of emergency pumping systems and force mains on hold until updated plans and stormwater management system are submitted by Canvas at IGH and approved by the City Engineer.

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

1. Amendment No. 2, dated February 16, 2021, to the engineering services proposal from Wenck Associates, Inc. in the amount of \$5,500 is hereby accepted for City Project No. 2021-03.
2. Funding is provided through the NWA Storm Water Fund and Developer Funds.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Stantec Consulting Services Inc.
2080 Wooddale Drive, Ste 100
Woodbury, MN 55125

February 16, 2021

File: B003619-20-500

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

Dear Mr. Dodge,

Reference: Request for Contract Amendment No. 2 – CP 2021-03 NWA Emergency Pumping Systems and Forcemain Improvements for Regional Basins EP-027A and EP-034

Wenck submitted a proposal (dated September 22, 2020) to the City of Inver Grove Heights (City) in the amount of \$30,800 to provide engineering design services for two emergency pumping systems and forcemains within the Canvas development. The City executed the proposal on September 30, 2020. Contract Amendment No. 1 in the amount of \$2,500 for a feasibility report was approved by Council on December 14, 2020 for a total amended contract amount of \$33,300.

As we have worked through this project with you, it has required extra work in the form of preparation for and attendance at two public meetings, an extended project timeline, and additional analysis of potential upstream and downstream impacts to regional basins and emergency conveyance systems. Therefore, we request the City approve a contract amendment not to exceed \$5,500. If approved, our revised contract amount will total \$38,800, including a previous contract amendment for the project feasibility study.

We appreciate our continued relationship with the City of Inver Grove Heights and are pleased to continue assisting with growth within the city. Please let me know if you have any questions or need clarification on this request.

Regards,

Stantec Consulting Services Inc.

Todd Shoemaker, PE, CFM
Senior Associate
Phone: 612-414-7166
tshoemaker@wenck.com

**Request for Council Action****Consider Resolution Accepting a Professional Services Proposal from Bolton & Menk to Complete a Sewershed Refinement of the NWA Served by the Robert and Argenta Districts (2015-20)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:	Scott D. Thureen Public Works Director	New FTE requested - N/A	
		Other	NWA Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Resolution Accepting a Professional Services Proposal from Bolton & Menk to Complete a Sewershed Refinement of the NWA Served by the Robert and Argenta Districts (2015-20).

SUMMARY

The City has initiated City Project No. 2021-01 to extend trunk sanitary sewer infrastructure from the infrastructure that was installed as part of City Projects 2015-13 and 2015-16. This work is being done in advance of the City and County's joint project to realign Argenta Trail and 70th Street. Extensions of these trunk facilities require a more refined analysis of future service areas so that sewer elevations can be set at the most cost-effective elevations (more shallow).

Since Bolton & Menk is in the City's consultant pool and have assisted the City since 2006 with the development of the City's NWA, staff requested a professional services proposal from them. Bolton & Menk submitted a proposal dated February 16, 2021 in the amount of \$13,500. Staff will work directly with Inver Grove Heights engineering staff to analyze future service areas, develop figures, technical memos, and coordinate with property owners impacted through virtual engagements. The recommendations of this proposal will result in a 2021 Comprehensive Sanitary Sewer Update.

Staff recommends that Council adopt the resolution accepting the professional services proposal from Bolton & Menk to complete a sewershed refinement of the NWA area served by the Robert and Argenta Districts.

TJK/kf

Attachment: Resolution
Proposal

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

RESOLUTION 2021-51

CONSIDER RESOLUTION ACCEPTING A PROFESSIONAL SERVICES PROPOSAL FROM BOLTON & MENK TO COMPLETE A SEWERSHED REFINEMENT OF THE NWA SERVED BY THE ROBERT AND ARGENTA DISTRICTS (2015-20)

WHEREAS, the City has initiated City Project No. 2021-01 to extend trunk sanitary sewer infrastructure from the infrastructure that was installed as part of City Projects 2015-13 and 2015-16.

WHEREAS, this work is being done in advance of the City and County's joint project to realign Argenta Trail and 70th Street. Extensions of these trunk facilities require a more refined analysis of future service areas so that sewer elevations can be set at the most cost-effective elevations (more shallow); and

WHEREAS, staff requested a proposal from Bolton & Menk to assist in a sewershed refinement of the NWA served by the Robert and Argenta Districts; and

WHEREAS, Bolton & Menk are part of the City's consultant pool and have extensive experience in the development of the City's NWA infrastructure and Comprehensive Sanitary Sewer Plan.

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

1. The Professional Services Proposal from Bolton & Menk to complete a Sewershed Refinement of the NWA Served by the Robert and Argenta Districts (2015-20) in the amount of \$13,500 is hereby accepted. The recommendations of this proposal will result in a 2021 Comprehensive Sanitary Sewer Update.
2. Funding is from the NWA Sewer Fund.

Adopted by the City Council of Inver Grove Heights this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

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

February 16, 2021

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Northwest Area Sewershed Refinement (City Project No. 2015-20)
Robert District & Argenta District
Professional Services Proposal

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete a sewershed refinement for the portion of the Northwest Area served by the Robert District Sewershed and the Argenta District sewershed. As you are aware, Bolton & Menk has been assisting the City since 2006 with the development of the City's Northwest Area infrastructure and Comprehensive Sanitary Sewer Plan (CSSP). Our work has included reviewing prior studies and reports, completion of additional studies and reports, the design and construction of trunk sewer and lift station infrastructure, and the review of individual developments with respect to the comprehensive sewer plan.

Robert District Sewershed

In 2017, the City updated its CSSP to divert the northern-most extent of the Robert District sewershed to the existing B-Line sewershed. The diversion allowed for a shallower trunk system in the southern extent of the Robert District while also allowing for development to occur in the northern-most extent independently of downstream development.

The planning-level principles used to establish sanitary sewer elevations in the North Robert District Feasibility Report are generally conservative. The predominant methodology for setting the sewer elevations was providing adequate frost-protection in the lowest topographic areas of the sewershed.

The Canvas at Inver Grove Heights development plan was submitted to the City for preliminary plat submittal in late 2020. This spurred a review of the trunk sanitary sewer within the site. Additionally, the internal site review spurred the need to further refine the City's comprehensive sanitary sewer plan in the region so that the sanitary sewer through the Canvas at Inver Grove Heights development can be installed as cost-effectively as possible (shallower).

Argenta District Sewershed

In 2016 and 2017 the City completed City Projects 2015-13 and 2015-16 to extend sanitary sewer along the future 71st Street alignment and future Argenta Trail alignments to 65th Street. The design and construction of this line was based on the City's CSSP at that time. Future service areas were defined and infrastructure was stubbed for future development and construction.

Name: Tom Kaldunski, P.E.

Date: February 16, 2021

Page: 2

The City has initiated City Project 2021-01 to extend trunk sanitary sewer infrastructure from the infrastructure that was installed as part of City Projects 2015-13 and 2015-16. This work is being done in advance of the City and County's joint project to realign Argenta Trail and 70th Street. Extensions of these trunk facilities require a more refined analysis of future service areas so that sewer elevations can be set at the most cost-effective elevations (shallower).

Deliverables

Bolton & Menk staff will work directly with Inver Grove Heights engineering staff to analyze future service areas, develop figures, technical memorandums, and coordinate with impact property owners through virtual engagement.

Robert District

- Detailed analysis of sewershed
- Updated sewer depths, alignments, and service areas
- Technical memorandum with figures
- Materials for City Council presentation
- Host a virtual open house (flier, mailing, website, etc.)

Argenta District

- Updated sewer depths, alignments and service areas
- Sewershed mapping for sewer extension areas
- Coordination with engineers representing property owners
- Information will be used to finalize construction documents for City Project 2021-1

Proposed Fee

In accordance with the City of Inver Grove Heights' project requirements, Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of **13,500**.

Thank you for inviting Bolton & Menk to offer you this proposal, as well as your continued consideration of our services to the City of Inver Grove Heights. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, P.E.

Project Manager



Brian Hilgardner, P.E.

Principal

City Representative
City of Inver Grove Heights

**Request for Council Action****Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	
Item Type:	Public Hearing	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: Special Assessments, Utility Funds, Franchise Fee Funds, and Pavement Management Fund	X

PURPOSE/ACTION REQUESTED:

Consider resolution ordering project and authorizing preparation of plans and specifications for City Project No. 2021-09D Bryant Lane Area Improvements.

SUMMARY:

On September 14, 2020, the City Council ordered a feasibility study and accepted an engineering services proposal from Short Elliot and Hendrickson, Inc. (SEH) for City Project No. 2021-09D Bryant Lane Area Improvements. Surveying, geotechnical testing and televising were completed and incorporated in the feasibility study. SEH has completed the feasibility study which recommends a full street reconstruction project.

The total estimated project cost is \$2,426,754 with \$595,425 in estimated assessments for street and storm water improvements (26% of street and storm costs). Blackberry Trail is proposed to be funded by the Pavement Management Fund (PMP) because it has City abutting property and easements on both sides of the road for ponding purposes. A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, sewer and water funds, and special assessments.

A preliminary assessment roll has been prepared per City policy. The per-policy assessment amount for a single-family parcel is \$9,491 for street and storm water facility improvements. The independent appraiser's special benefit analysis recommended an assessment cap of \$14,000 per single-family parcel for street and storm water improvements. The proposed assessment of \$9,491 is the lower amount between the per policy and assessment cap.

The assessment hearing is scheduled to occur after construction for the final assessment amount to reflect any cost savings realized for contingencies, administration and during construction. The adjustment helps the schedule by providing an earlier construction start date. In addition, City Council will be evaluating the Pavement Management Program and Assessment Policy, which could impact the final assessment amounts based on Council direction.

Staff has been in contact with Xcel representatives to review the age of the streetlights, maintenance, and existing agreements. Xcel has responded that as part of the road improvement project the street light system is eligible for replacement with a new LED lighting system. The property owners will see a utility rate increase of around \$1 per quarterly billing based on the Standard Service Underground rate. Final utility fee amount will be determined based on the final agreement with Xcel. No assessments or additional costs to the property owners are proposed for lighting improvements.

As with 60th Street (west of Babcock Trail) and the Bancroft Way projects, City staff recommend barrier (B618) curb be installed instead of the existing surmountable curb. The Street Superintendent and City Engineer support barrier curb to limit winter snowplow boulevard damage, provide additional storm water management, and smooth out driveway entrances. The proposed driveway entrances will have an 1-1/4 inch lip versus a 4-1/2 inch surmountable rise to drive over. Planning code will allow a second driveway entrance upon request for access to side yards and backyards. We have presented the barrier curb recommendation in the Feasibility Report, in power points and presentations. There has been no strong resistance for the recommended change and a couple residents commented they wanted the barrier curb. This is only a recommendation; the neighborhood can choose surmountable if there is a strong consensus to do so. However, once we authorize preparation of the plans, the design will be based on barrier curb unless otherwise advised.

Resident input was initially gathered using a mailed questionnaire and hosting a virtual open house meeting which was included in the feasibility report. Staff and consultant held a virtual information meeting on February 11, 2021, with the neighborhood. 14 people registered for the GoTo Meeting and 13 attended. The virtual presentation and PowerPoint are available on the project's webpage at www.ighmn.gov/bryantlane. Questions, comments, and responses related to the project are attached.

In the virtual meeting with residents, Staff covered the reason the full reconstruction was recommended versus a less intrusive option like full depth reclamation (FDR). These options were both evaluated by Braun Intertec, the updated 2020 Geotechnical Report specifically mentions that the 8 test pits completed show consistently poor subgrade with up to 45% fines. The underlying frost susceptible soils means you may experience premature deterioration of the road and higher maintenance costs. Staff and consultant reviewed the FDR option with a total cost of \$1,341,335 and an approximately \$8,100 assessment per the City Policy of 55% assessed. Resident feedback I received noted that with a similar assessment valuation, the full reconstruction option was an acceptable option for the residents.

I recommend that Council adopt the ordering project and authorizing preparation of plans and specifications for City Project No. 2021-09D Bryant Lane Area Improvements.

SWD/kf

Attachments: Resolution

Map

Assessment Roll

Q&A Spreadsheet and Comments

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

**RESOLUTION ORDERING IMPROVMENTS AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2021-09D BRYANT LANE AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, a resolution passed by City Council on January 25, 2021, called for a public hearing on the proposed improvement project, 2021 Pavement Management Program, City Project No. 2021-09D Bryant Lane Area Improvements; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on February 22, 2021, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and; and

WHEREAS, a services proposal was approved by City Council on September 14, 2021 which included final design, bidding and construction management services from Short Elliot and Hendrickson, Inc. (SEH) for City Project No. 2021-09D.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted February 22, 2021.
2. Project contract documents (plans and specifications) are authorized to be prepared by Staff and SEH.
3. Staff, City Attorney and consulting engineer are authorized to select an appraiser and administer land acquisition process to obtain necessary easements and agreements for the project.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution
5. Project is being funded by Special Assessments, Utility Funds, Franchise Fee Funds, and Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 22nd day of February 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

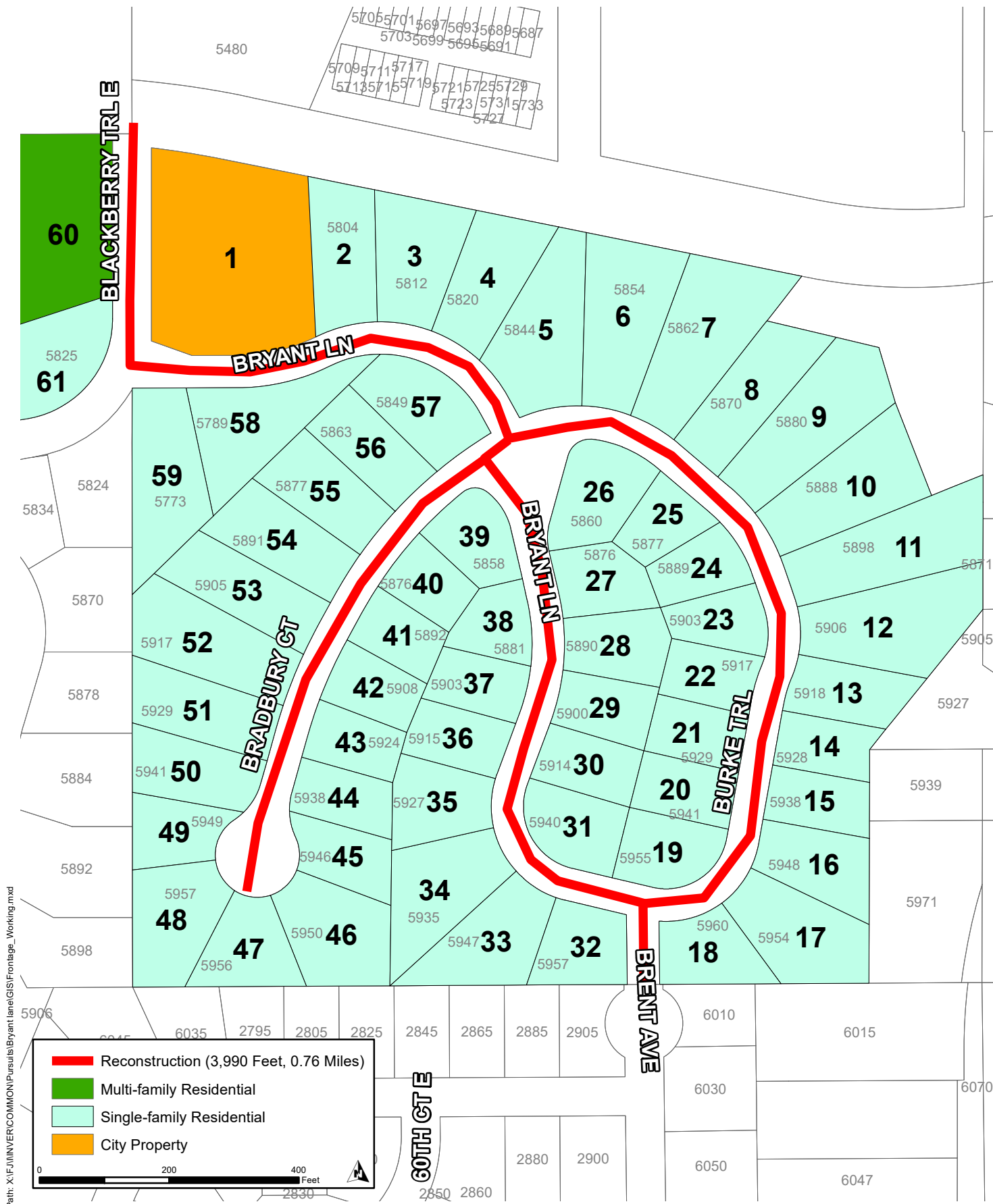


FIGURE 1



PRELIMINARY ASSESSMENT for Project No. 2021-09D Bryant Lane Area Reconstruction

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	OWNER ADDRESS	FRONT SF	FOOT NON-SF	Note	PER POLICY ASSESSMENT	PRELIMINARY ASSESSMENT
1	037-204737500010	CITY	CITY OF INVER GROVE HEIGHTS	8150 BARBARA AVE		262	1	\$ 44,937.72	\$ 44,937.72
2	037-204737501010	SFR	SCHLUNDT STEVEN L & KELLEY M	5804 BRYANT LN	99			\$ 9,491.16	\$ 9,491.16
3	037-204737501020	SFR	KISHISH DAVID R & MELISSA L	5812 BRYANT LN	85			\$ 9,491.16	\$ 9,491.16
4	037-204737501030	SFR	MORSE BRADFORD J	5820 BRYANT LN	87			\$ 9,491.16	\$ 9,491.16
5	037-204737501040	SFR	WILLETTE JOSEPH F & SUSAN	5844 BURKE TRL	207			\$ 9,491.16	\$ 9,491.16
6	037-204737501050	SFR	LEJA KEVIN J & ANGELA M	5854 BURKE TRL	77			\$ 9,491.16	\$ 9,491.16
7	037-204737501060	SFR	HUDSON ERIC & MICHELLE	5862 BURKE TRL	77			\$ 9,491.16	\$ 9,491.16
8	037-204737501070	SFR	KOROLCHUK JOHN & CONSTANTA	5870 BURKE TRL	89			\$ 9,491.16	\$ 9,491.16
9	037-204737501080	SFR	BALL DON M	5880 BURKE TRL	80			\$ 9,491.16	\$ 9,491.16
10	037-204737501090	SFR	MALONEY JOHN N & MAUREEN A	5888 BURKE TRL	78			\$ 9,491.16	\$ 9,491.16
11	037-204737501100	SFR	KUSTRITZ JASON & MARGARET ROO	5898 BURKE TRL	82			\$ 9,491.16	\$ 9,491.16
12	037-204737501110	SFR	BOHLIG GERARD J JR & JEAN G	5906 BURKE TRL	74			\$ 9,491.16	\$ 9,491.16
13	037-204737501120	SFR	OSTER GREGORY L & DENISE F	5918 BURKE TRL	90			\$ 9,491.16	\$ 9,491.16
14	037-204737501130	SFR	MACHACEK TIMOTHY A & KATHRYN	5928 BURKE TRL	85			\$ 9,491.16	\$ 9,491.16
15	037-204737501140	SFR	HALEY BRADFORD R & TAMI L	5938 BURKE TRL	85			\$ 9,491.16	\$ 9,491.16
16	037-204737501150	SFR	MATTHEWS ERIC B & KAREN L	5948 BURKE TRL	77			\$ 9,491.16	\$ 9,491.16
17	037-204737501160	SFR	WILLIAMSON JEFFREY A & KELLY J	5954 BURKE TRL	71			\$ 9,491.16	\$ 9,491.16
18	037-204737501170	SFR	CARNEY MICHAEL J & SHARON L	5960 BURKE TRL	103			\$ 9,491.16	\$ 9,491.16
19	037-204737502080	SFR	ROGGENBUCK KEVIN J & BOBBI JO	5955 BURKE TRL	231			\$ 9,491.16	\$ 9,491.16
20	037-204737502070	SFR	SWEENEY DANIEL L	5941 BURKE TRL	89			\$ 9,491.16	\$ 9,491.16
21	037-204737502060	SFR	MULROONEY JAMES M & NATALIE J	5929 BURKE TRL	90			\$ 9,491.16	\$ 9,491.16
22	037-204737502050	SFR	CADWALLADER KYLE H	5917 BURKE TRL	93			\$ 9,491.16	\$ 9,491.16
23	037-204737502040	SFR	MCDONOUGH THOMAS J & HELEN	5903 BURKE TRL	118			\$ 9,491.16	\$ 9,491.16
24	037-204737502030	SFR	JOHNSON JOEL C & BETH S	5889 BURKE TRL	109			\$ 9,491.16	\$ 9,491.16
25	037-204737502020	SFR	LENDER BRUCE M & STEFANIE A	5877 BURKE TRL	121			\$ 9,491.16	\$ 9,491.16
26	037-204737502010	SFR	SCHAAF DOUGLAS A	5860 BRYANT LN	318			\$ 9,491.16	\$ 9,491.16
27	037-204737502130	SFR	PRIFREL THOMAS J	5876 BRYANT LN	106			\$ 9,491.16	\$ 9,491.16
28	037-204737502120	SFR	BENISH CLAYTON R & KATHRYN	5890 BRYANT LN	80			\$ 9,491.16	\$ 9,491.16
29	037-204737502110	SFR	GOULD JEFFERY C & WENDY L	5900 BRYANT LN	84			\$ 9,491.16	\$ 9,491.16
30	037-204737502100	SFR	GLIVA KEITH M & SUSAN M	5914 BRYANT LN	90			\$ 9,491.16	\$ 9,491.16
31	037-204737502090	SFR	FENSKE RONNIE G	8843 AVIARY PATH	240			\$ 9,491.16	\$ 9,491.16
32	037-204737503010	SFR	SHERIDAN TY LEE & WENDY S	5957 BRYANT LN S	112			\$ 9,491.16	\$ 9,491.16
33	037-204737503020	SFR	BARR REGINA A S	5947 BRYANT LN	75			\$ 9,491.16	\$ 9,491.16
34	037-204737503030	SFR	CUSICK WILLIAM J & REBECCA	5935 BRYANT LN	76			\$ 9,491.16	\$ 9,491.16
35	037-204737503040	SFR	OSWALD WILLIAM R	5927 BRYANT LN	76			\$ 9,491.16	\$ 9,491.16
36	037-204737503050	SFR	KERAN TIMOTHY & REBECCA	5915 BRYANT LN	90			\$ 9,491.16	\$ 9,491.16
37	037-204737503060	SFR	ECK BRAD & SHERI	5903 BRYANT LN	92			\$ 9,491.16	\$ 9,491.16
38	037-204737503070	SFR	HOLM MATTHEW JOHN & AMAND	5881 BRYANT LN	137			\$ 9,491.16	\$ 9,491.16
39	037-204737503080	SFR	MERTENS JOHN W & THERESA L	5858 BRADBURY CT	280			\$ 9,491.16	\$ 9,491.16
40	037-204737601170	SFR	BURKE SUSAN LG	5876 BRADBURY CT	104			\$ 9,491.16	\$ 9,491.16
41	037-204737601160	SFR	TOP MARVIN L & DOLORES F	5892 BRADBURY CT	96			\$ 9,491.16	\$ 9,491.16
42	037-204737601150	SFR	FUKUROZAKI SILVIA SAYURI	5908 BRADBURY CT	101			\$ 9,491.16	\$ 9,491.16
43	037-204737601140	SFR	MANIVASAGER PRABA & JESSICA	5924 BRADBURY CT	93			\$ 9,491.16	\$ 9,491.16
44	037-204737601130	SFR	TERRY BRETT O	5938 BRADBURY CT	85			\$ 9,491.16	\$ 9,491.16
45	037-204737601120	SFR	HAPKA VICTOR J & JEANNIE C	5946 BRADBURY COURT	94			\$ 9,491.16	\$ 9,491.16
46	037-204737601110	SFR	GAJEWSKI RICHARD G	8926 VERDUCCI CT	58			\$ 9,491.16	\$ 9,491.16
47	037-204737601100	SFR	LENARZ LAURE A	5956 BRADBURY COURT	58			\$ 9,491.16	\$ 9,491.16
48	037-204737601090	SFR	SIEMERS CAROL RUTH	5957 BRADBURY CT	57			\$ 9,491.16	\$ 9,491.16
49	037-204737601080	SFR	BENISH ANDREW	5949 BRADBURY CT	91			\$ 9,491.16	\$ 9,491.16
50	037-204737601070	SFR	ESCHENBACHER JOSEPH A & SUSAN C T	5941 BRADBURY CT	88			\$ 9,491.16	\$ 9,491.16
51	037-204737601060	SFR	SIEMERS COLE	5929 BRADBURY CT	89			\$ 9,491.16	\$ 9,491.16

First Name	Last Name	Email Address	Question Asked	Answer
Amanda	Holm	holm.amanda@gmail.com	So during the time that we cannot use our driveways and have to park in the road, will the city be having the neighborhood patrolled more frequently as there are a lot of car break-ins	We will work with law enforcement if there is a need.
Annette	Maggi	annette@annettemaggi.com	Previously Steve had indicated that home owner's yards would be impacted due to the curb change. So how does the city manage irrigation systems and invisible fencing systems that are impacted? Is this included in the total cost or is each homeowner responsible for repairing these systems?	The ROW obstructions such as an irrigation system, invisible fencing, etc. will be considered the Home Owner's responsibility, we will coordinate with the Home Owner ahead of time. Any landscaping you want saved, you will want to pull those out ahead of time.
Annette	Maggi	annette@annettemaggi.com	What is the percent of interest charged if a homeowner pays over the 10-year term?	Will be determined after we work with the finance department when we set up the assessment.
Annette	Maggi	annette@annettemaggi.com	How long will the project take? For how long will the road be inaccessible to homeowners?	Typically you will be unable to access your driveway when work is being done right in front of the home, the contractor will back fill at the end of each day so it should be part of a day, you should have access every day from 7 p.m. to 7 a.m., you will see the work progressing closer to your house. When we get into the Curb & Gutter phase of the project, that is when you will have approximately 3 days where you won't have access to your driveway, but can park on the road next to the curb.
Annette	Maggi	annette@annettemaggi.com	Is it possible that the bids could come in higher than your estimates? What is the historical precedence on this?	It is possible, however, not likely unless the bidding climate is irregular.
Bill	Oswald	bill.oswald55@gmail.com	Any impact on mailboxes with widening of street	Will be salvaged and reinstalled.
david	kishish	kishish@comcast.net	Where we parking our cars when this is occurring.	In driveways or on the street during specific project timelines.
david	kishish	kishish@comcast.net	Driveway apron replacement is like material.	yes
Kevin	Roggenbuck	kjr55076@msn.com	I appreciate that the city will pick up 100% of the cost of the BlackBerry Trail portion. Part of Bryant Lane also abuts the storm water pond opposite lots 58 and 59. Would the city consider picking up a portion of the cost of the segment of Bryant Lane that abuts the pond?	That is a City lot and they are assessed.
Regina	Barr	info@redladder.com	What is the impact to driveways? i.e. we just put in a brand new asphalt driveway and don't want seams What is the impact to the grading if we put in the barrier curbs? What is the total cost for each property owner with barrier curbs? Without barrier curbs?	Driveways will be matched in kind going as far as required by construction. The City also has a driveway program for replacement.
Regina	Barr	info@redladder.com	What is the total cost to homeowners with barrier curbs? Without barrier curbs?	no additional costs
Regina	Barr	info@redladder.com	What is the impact to the grading if we put in the barrier curbs?	Will be adjusted with design, maximum of going to the ROW.
Regina	Barr	info@redladder.com	Has the decision to do the barrier curbs already been made? If no cost difference, then personally, I'm going to advocate for what we currently have.	No final decision.
thomas	prifrel	tprifrel@gmail.com	are the roads in majestic woodlands considered public or private? would that designation have any affect on the cost to the homeowner	Public which is why this process is required. If they were private it would be 100% funded by the homeowners.
tim	keran	timkeran@hotmail.com	they just replaced the lights a couple weeks ago	Will continue to work with Xcel.
tim	keran	timkeran@hotmail.com	I have a brick driveway, do I have to replace that myself?	There is a driveway allowance to replace driveways in kind.
tim	keran	timkeran@hotmail.com	is replacing just the asphalt an option, and if so what would the cost be to homeowners	Yes, per the City policy it is assessed at 55%
tim	keran	timkeran@hotmail.com	who is on the hook for replacing the landscaping on the islands	Blackberry trail entrance will be handled by the City. Other development areas, we will meet with either people from the development or an association to go over traffic flow.
Tom	McDonough	tmcdonough99@gmail.com	What is the goal of reviewing the assessment policy. Would we be subject to an increased percentage of the cost?	The goal is to review the assessment if the assessments seem high, there is not anticipation that the assessment will go higher, but if they did make a change it will be to go lower*.
Warren & Joan	Robinson	jarobinson22@gmail.com	Streets will be widened. Are they widened on both sides or one side?	The back of curb dimension will remain very close to existing curb.
Warren & Joan	Robinson	jarobinson22@gmail.com	What happens to mailboxes during this construction? If they have to be moved, how do you handle mail delivery?	A mailbox bank through the contractor.
Warren & Joan	Robinson	jarobinson22@gmail.com	How far into our yards does the machinery go? What is replaced at the end of our driveways? Some have concrete, some have asphalt, brickwork.	The contractor will work within the City right of way.
Warren & Joan	Robinson	jarobinson22@gmail.com	Is the light on Upper 55th part of the lights getting replaced? If so, can it be moved to actually light up our entry better?	We will coordinate that with Xcel Energy to get the lighting updated.

**Request for Council Action****TITLE:** WENCK ASSOCIATES (FORTISTAR)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 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 First reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.

- Requires a 3/5th's vote.
- 60-day deadline: April 19, 2021 (second 60 days)

SUMMARY:

Fortistar is proposing to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. This request requires an amendment to the IRM district and a conditional use permit for the operation. The City Council will review the conditional use permit at a later date. The first step is to begin the review of the ordinance amendment.

ANALYSIS

In 1991, the City amended its zoning ordinance to create the IRM district to enable it to exercise greater control over solid waste uses within the City. All uses within the IRM district are allowed by conditional use. In 1995, a conditional use permit was approved for an energy recovery facility for the generation of electricity on the northwest corner of the landfill property. The energy recovery facility converted methane gas generated from the landfill and converted it to electricity. This plant was in operation until 2019. Fortistar now is proposing an energy recovery facility on site in the northeast corner of the west 100 acres approximately due west of the old electric plant. This new plant would convert methane gas into renewable natural gas for consumer needs such as natural gas for natural gas truck fleets.

The code needs to be amended to allow the conversion to natural gas since it is not specifically listed. The site plan approvals (CUP) and development agreements would be expected to be reviewed by the Council at the second reading of the ordinance amendment. The Planning Commission has

already reviewed the entire application package and recommended approval. I have included the staff report on the CUP and amendment for background information.

RECOMMENDATION:

Planning Staff: Recommends approval of the first reading of the Ordinance Amendment.

Planning Commission: Recommended approval of the ordinance amendment and conditional use permit

Attachments: Ordinance Amendment
Planning Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) REGARDING USES WITHIN THE IRM, INTEGRATED
RESOURCE MANAGEMENT OVERLAY DISTRICT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 13E-6 , CONDITIONAL USES of the Inver Grove Heights City Code is hereby amended to add the following:

Energy recovery facility for the generation of renewable natural gas, provided:

- A. The facility shall be constructed for the sole purpose of generating renewable natural gas;
- B. The resource used as fuel for the renewable natural gas generator is derived from gases generated by a mixed Municipal solid waste landfill; and
- C. The site for the energy recovery facility shall not exceed ten acres in size.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 21-03ZAC

APPLICANT: Wenck Associates

PROPERTY OWNER: BFI Waste Systems of North America, LLC

REQUEST: Zoning Code Amendment and CUP for renewable natural gas plant

HEARING DATE: February 2, 2021

LOCATION: 2495 117th St (west 100 acres)

COMPREHENSIVE PLAN: LI, Light Industrial

ZONING: I-1, IRM Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Wenck Associates has submitted an application on behalf of Fortistar Methane Group for a conditional use permit to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. A natural by-product of the decomposition of solid waste in the landfill is the formation of methane gas in the buried debris. This gas must be handled in some way, so it does not accumulate inside the landfill. Typical mitigation includes a system that collects the gas and then is burned off at specific locations on the landfill. In 1995, the city approved a CUP to allow the construction of a plant (12,000 square feet in size) in the northwest corner of the landfill site to take some of the methane gas process and convert the energy into electricity. That plan was in operation until sometime in 2019. Fortistar is now requesting to construct a new building that will convert the raw methane gas into renewable natural gas that can be used for an alternate energy source for such things as truck fleets. Fortistar would be leasing an approximate 5 acre area for the plant. Access would be from a driveway constructed to Rich Valley Boulevard. The converted gas would be transported via pipeline to an existing facility owned by NSP near Rich Valley Boulevard and Barnes Avenue. The gas will then be transported through the existing NSP pipeline system. There will be no truck transport of any gas from the new facility.

The City was concerned about further possible expansions to the Pine Bend Landfill on the current site and also on the west 100 acres. In 1991, the City adopted an overlay district specifically for landfills and waste related industries. The ordinance provided a specific list of

allowed uses in the overlay district, all by conditional use. In 1995, the ordinance was amended to allow for an energy recovery facility for the generation of electricity. Now that the electric plant no longer operations and a new form of energy recovery facility is being proposed, the IRM District will also need to be amended to allow for an energy recovery facility of the generation of renewable natural gas.

SPECIFIC REQUESTS

The application consists of the following:

1. An Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
2. A Conditional Use Permit to operate an energy recovery facility.

EVALUATION OF THE REQUEST

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

North: Vacant; zoned A; guided RDR

East: Pine Bend Landfill

West: Bituminous Roadways; zoned A and S&G Overlay; guided RDR

South: Vacant part of west 100 acres; zoned I-1; guided LI

ORDINANCE AMENDMENT

In 1991, the City adopted the IRM, Integrated Resource Management Overlay District to regulate and limit uses in and around the existing landfill. The primary purpose was to prohibit any further landfill expansion on abutting properties and make the uses allowed by conditional use permit. In 1995, the City amendment the ordinance to allow for a methane to electric conversion energy recovery facility. The code is very specific to allow only methane generated by the landfill to be converted to electricity at the facility that is now been shuttered.

An ordinance amendment is proposed to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use with the same performance standards used for the electric facility.

CONDITIONAL USE PERMIT FOR ENERGY RECOVERY FACILITY

Setbacks. The leased space is approximately 200 feet wide from N-S. The 12,000 square foot building location exceeds the required 40 foot setback from property lines. The closest point of the building to a property line (north) would be 72 feet. The building would be 274 feet from Rich Valley Boulevard.

Parking. The building would be occupied by a total of three employees, two during the day, one at night. The plan provides for four parking spaces. Staff is comfortable with the parking provided.

Access. The site will be accessed via a long driveway from Rich Valley Boulevard. The access point will be opposite the main driveway for Bituminous Roadways. As stated earlier, the site is only serviced by three employees. No truck traffic will be coming from this site.

Landscaping/Tree Protection. The vast majority of the property is open and flat and without trees. There is some existing vegetation around the wetland to the southeast of the construction site.

Landscaping is proposed along the north boundary of the site, around the storm water pond and around the building. The code requires a total of 72 trees or their equivalent be provided. The landscape plan identifies 46 trees and 180 shrubs to be planted. This satisfies the landscape requirement.

Building Materials. The proposed building will consist of textured wall panels with a stucco finish on all four sides of the building with masonry block on the bottom ¼ of the building. The proposed materials comply with exterior material standards.

Engineering. There will be stormwater infiltration basin located on the west side of the building to address stormwater needs. The site will have its own private septic system on the east side of the building. Water will be provided either by a private extension from the public system on the landfill property or an extension of the public system. Engineering has reviewed plans and finds the design acceptable. There will still be some technical detail elements to be worked out before any permits can be issued.

Lighting. A lighting and illumination plan has been submitted which identifies all lighting will be using down cast style fixtures on the light poles and building. The illumination pattern complies with the zoning code maximums.

General conditional use permit criteria review

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The comprehensive plan for this area is to provide for light industrial type uses, related or not related to the landfill, but no further expansion on the west 100 acres. The use is not a landfill but is ancillary to the impacts of the landfill. Allowing for methane to be converted to pipeline grade gas is an environmental benefit rather than just flaring off the excess methane.

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.*

With the proposed amendment to the overlay district, the use would be consistent with the intent of the code to allow industrial types uses but no landfill expansion.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The use would be low intensity and would not generate noise, odors, high traffic volumes, etc. that would have an impact on existing or planned properties. Allowing this conversion of the methane gas is a better choice than flaring the methane.

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 use will require connection to the municipal water system. The system has the capacity to provide service to the user.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

The proposed building materials comply with code requirements.

- ii. *Noise*

The proposed building would be a low noise generator.

- iii. *Fencing, landscaping and buffering*

The applicant is providing landscaping and preserving existing trees to buffer the site.

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 proposed use is located away from other properties and close to the landfill. The use would be a low traffic generator and general operating hours would not conflict with surrounding land uses.

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 have a positive impact on the environment by recycling the methane gas generated from the landfill and converting to usable gas for energy for other uses.

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:

- Approve an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
- Approve a Conditional Use Permit to allow an energy recovery facility for the generation of renewable natural gas in the IRM overlay district subject to the following conditions:

1. The site shall be developed in substantial conformance with the plan set revision date of 12/21/20. Plans are on file with the Planning and Engineering Departments.

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

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Any 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.
4. Any roof top and/or ground utility equipment shall be substantially screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
5. All plans shall be subject to the review and approval of the City Fire Marshal.
6. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

7. Final site, grading, storm water management, erosion control plans and utility plans shall be approved by the City Engineer, Barr Engineering and Stantec Engineering.
8. The developer shall meet the conditions outlined in the City Engineers review memo dated 1/11/21 and any subsequent correspondence.

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

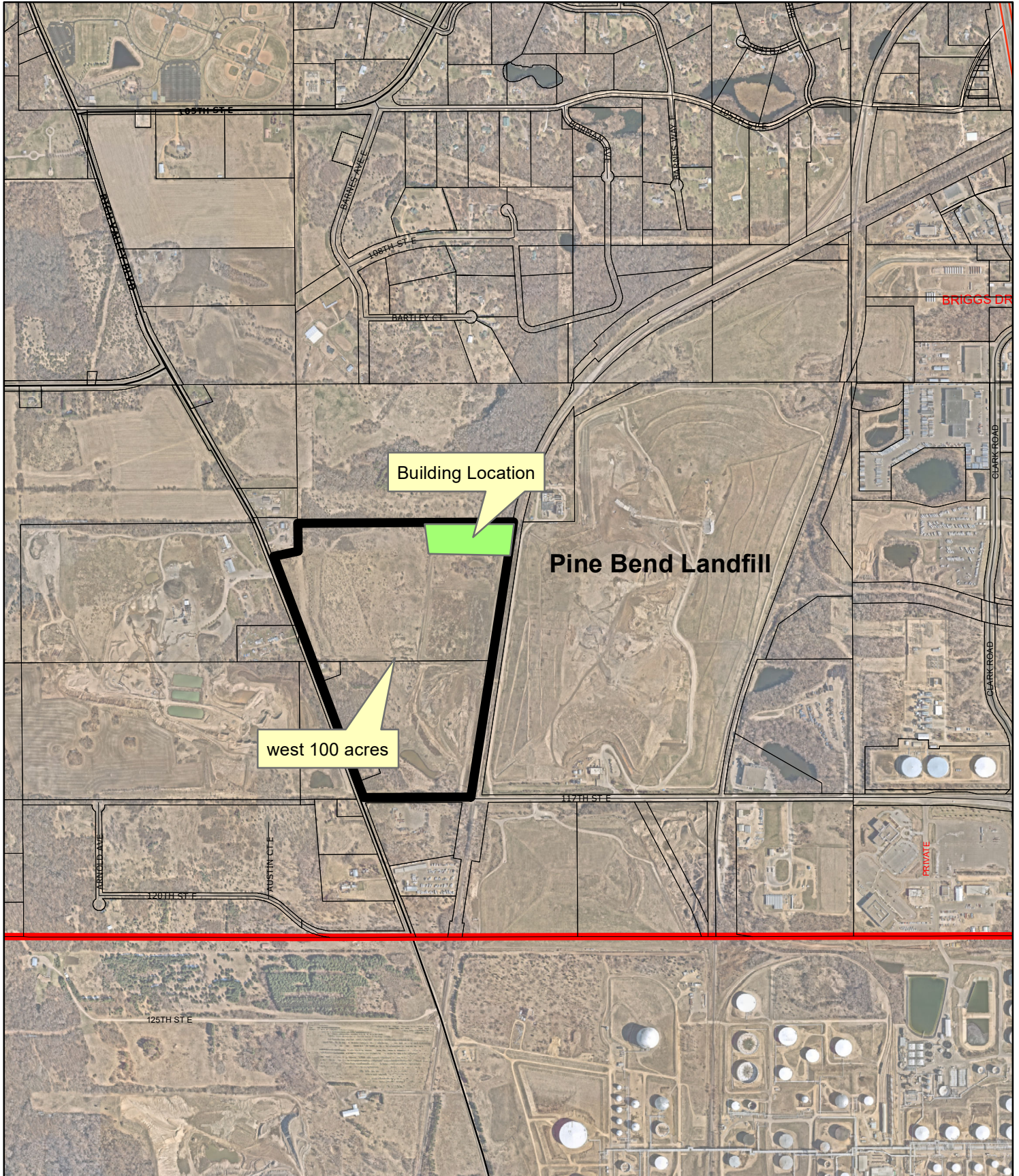
RECOMMENDATION

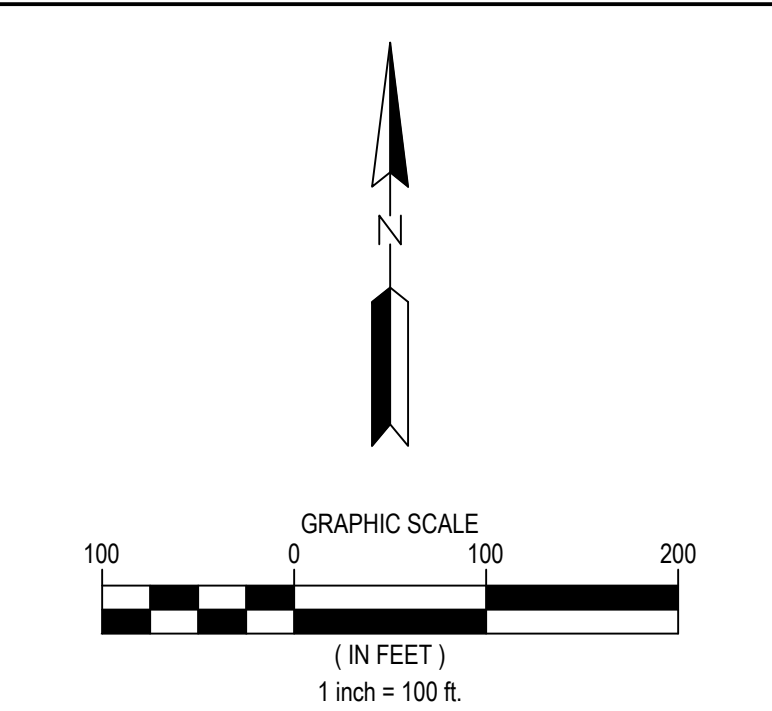
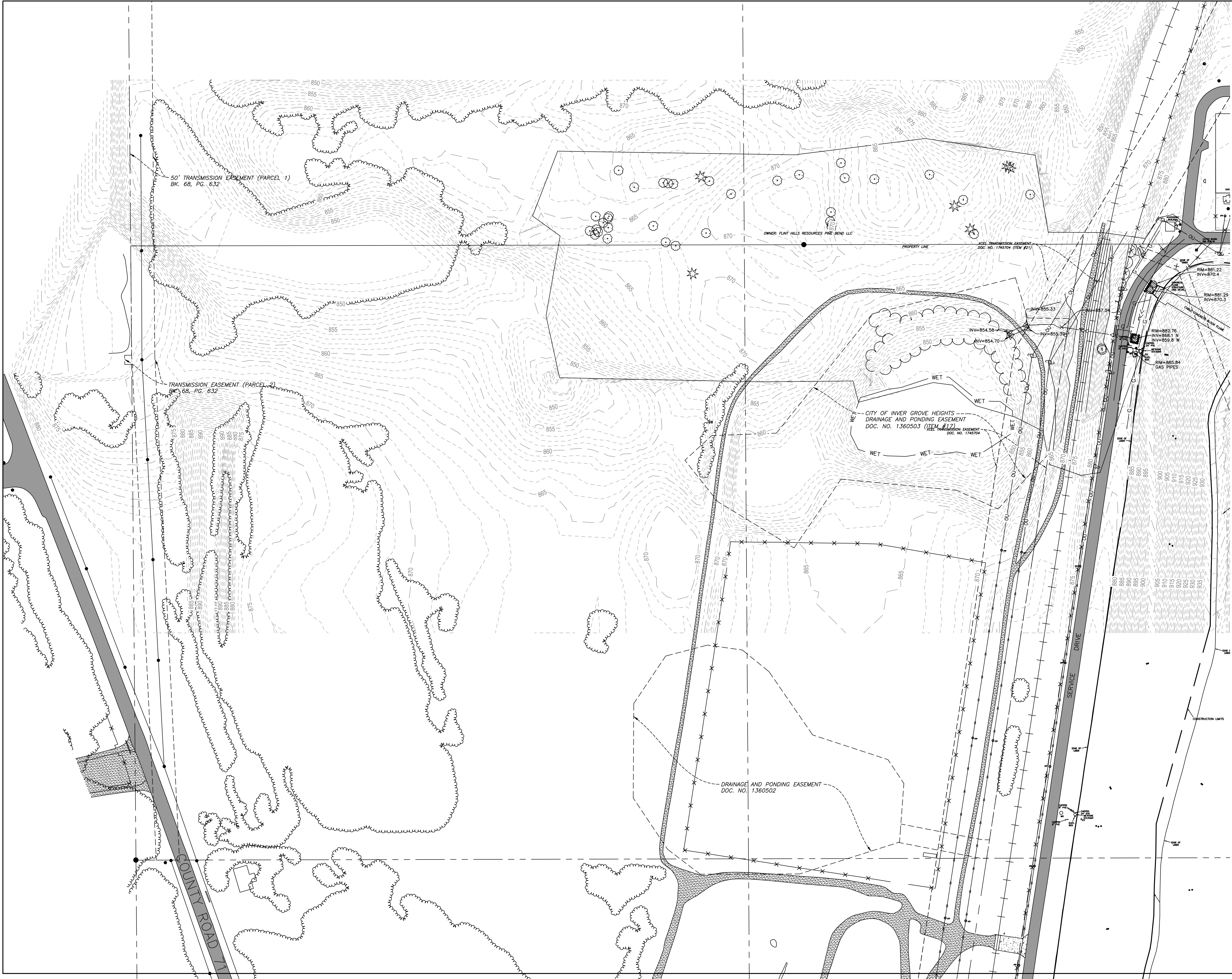
Staff recommends approval of both the ordinance amendment and conditional use permit.

Attachments: Location Map and west 100 acres
Applicant Narrative and construction plans
Overall Site Plan
Building Elevation Plans
Photometrics Plan

Location Map

Case No. 21-03ZAC





LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING RAILROAD TRACK
	EXISTING FENCE LINE
	EXISTING STORM SEWER
	EXISTING UNDERGROUND GAS LINE
	EXISTING OVERHEAD UTILITY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING EDGE OF GRAVEL
	EXISTING TREE LINE
	EXISTING WETLAND BOUNDARY
	EXISTING ASPHALT SURFACE
	EXISTING GRAVEL SURFACE
	EXISTING CONCRETE SURFACE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION

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CLIENT:

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PROJECT TITLE

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT NO.

7251-20-500

ISSUE NO.

1

DESCRIPTION

CITY SUBMITTAL

DATE

12/21/2020

CERTIFICATION

NOT FOR CONSTRUCTION

PROJECT NO.

7251-20-500

DWN BY

MDH

CHKD BY

PWS

APPD BY

JTW

ISSUE DATE

12/21/2020

ISSUE NO.

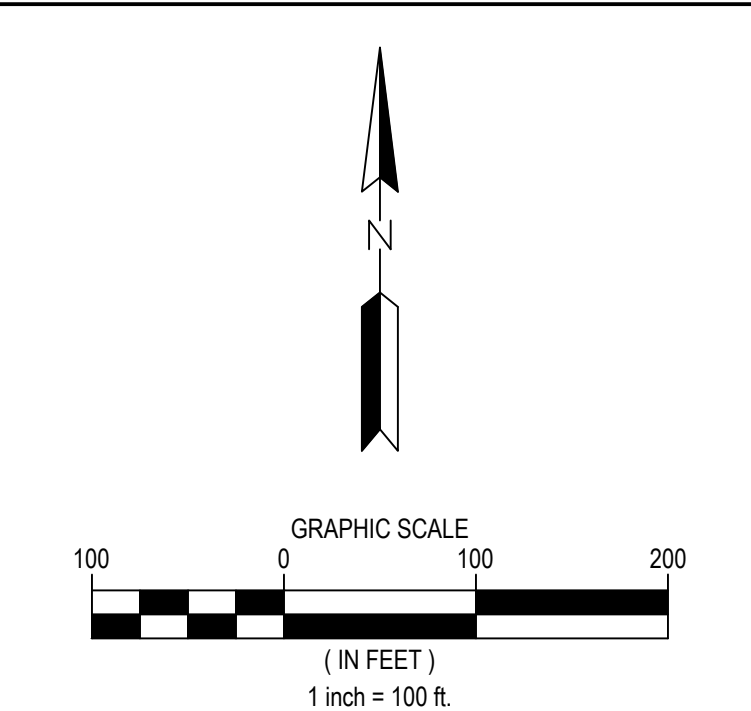
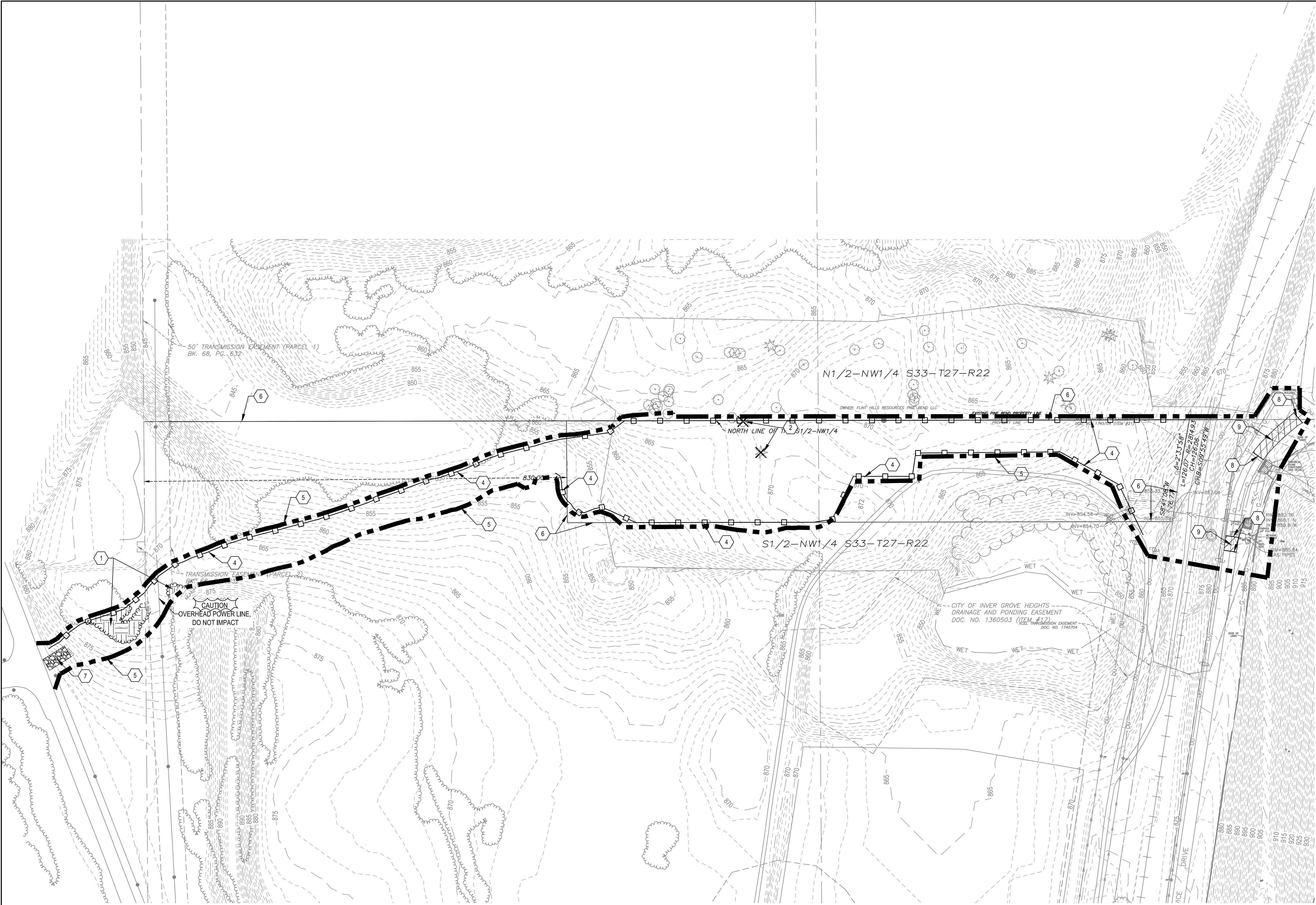
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SHEET TITLE

EXISTING CONDITIONS

SHEET NO.

C-003



- LEGEND**
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - QUARTER LINE
 - EXISTING EASEMENT LINE
 - EXISTING PROPERTY LINE
 - CLEAR AND GRUB AREA
 - ROCK CONSTRUCTION EXIT
 - REMOVE TREE
 - SILT FENCE
 - TREE PROTECTION
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - CONSTRUCTION LIMITS
 - SAWCUT PAVEMENT
 - REMOVE BITUMINOUS PAVEMENT

- NOTES**
- CONSTRUCTION SITE SHALL HAVE A STABILIZED ENTRANCE AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
 - CONSTRUCTION LIMITS AND SILT FENCE ARE SHOWN OFFSET FOR CLARITY, WHERE APPLICABLE.
 - CLEAR AND GRUB AS NEEDED FOR CONSTRUCTION WITHIN THE LIMITS OF DISTURBANCE.

- KEYNOTES**
- CLEAR AND GRUB AREA
 - REMOVE TREE
 - INSTALL TREE PROTECTION
 - INSTALL SILT FENCE - SEE DETAIL
 - CONSTRUCTION LIMITS (TYP.)
 - PROPERTY BOUNDARY (TYP.)
 - INSTALL ROCK CONSTRUCTION ENTRANCE - SEE DETAIL
 - SAWCUT BITUMINOUS PAVEMENT TO FULL DEPTH
 - REMOVE BITUMINOUS PAVEMENT

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ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	12/21/2020

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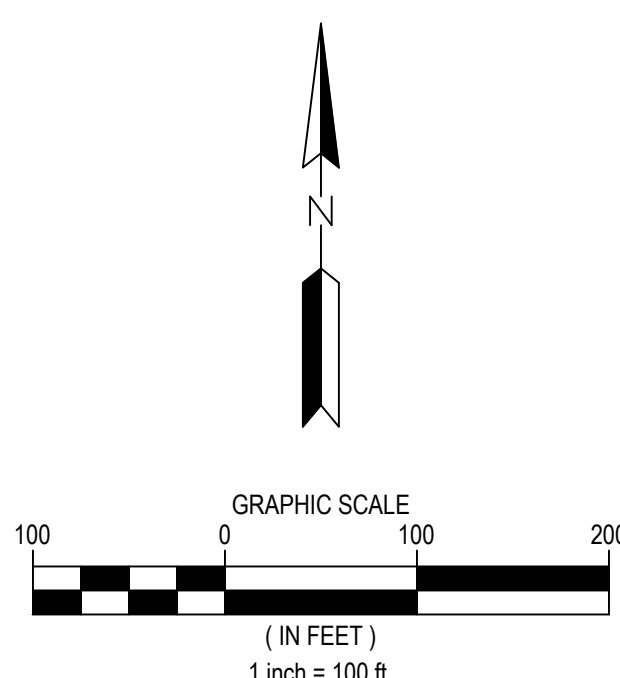
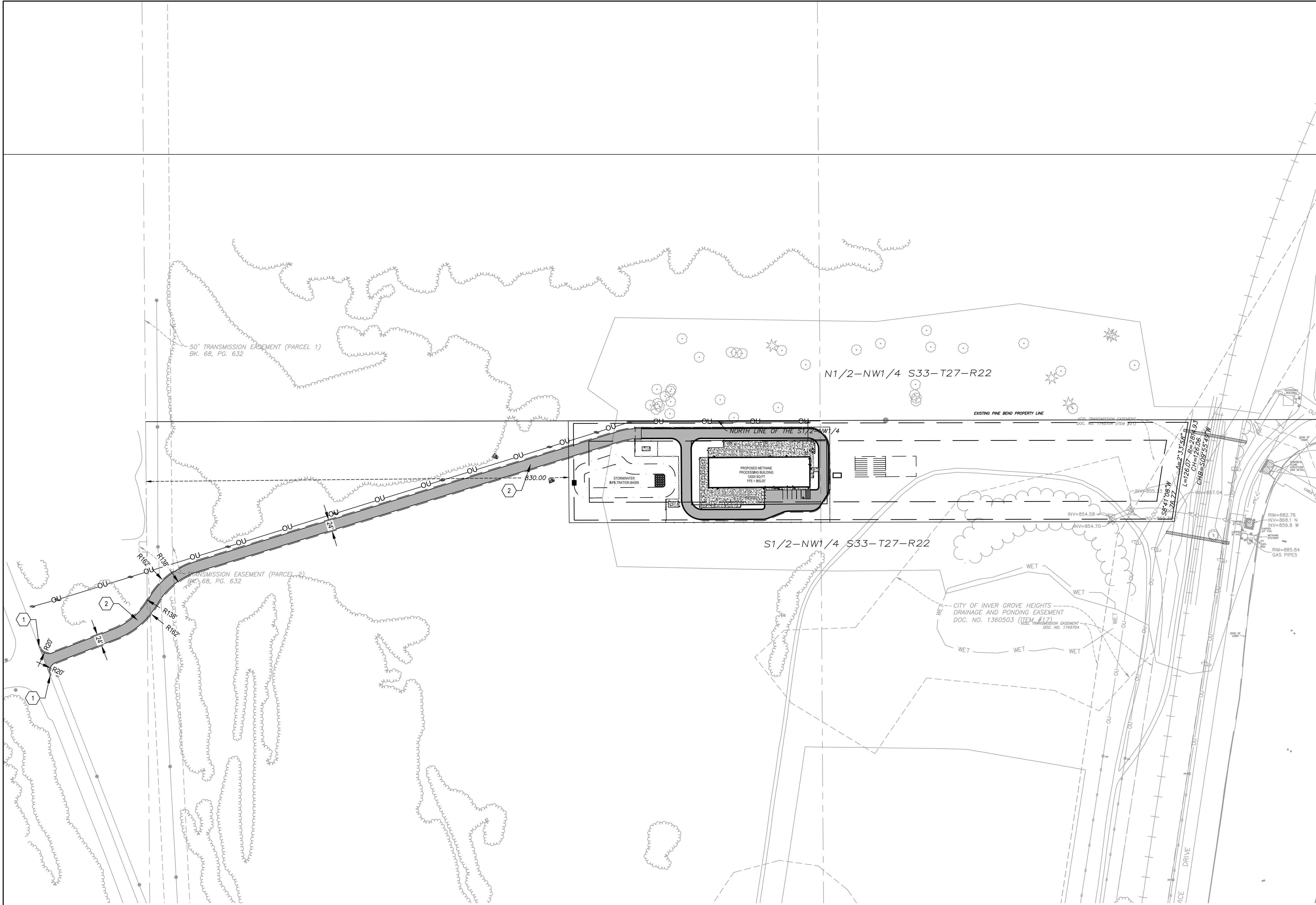
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MDH	PWS	JTW

ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
REMOVALS AND
PRECONSTRUCTION
EROSION CONTROL PLAN

SHEET NO.:
C-004



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- FENCE
- RETAINING WALL [BY OTHERS]
- CURB AND GUTTER
- PROPOSED PARKING COUNT

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- MATCH EXISTING
- BITUMINOUS PAVEMENT - SEE DETAIL

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SHEET TITLE:

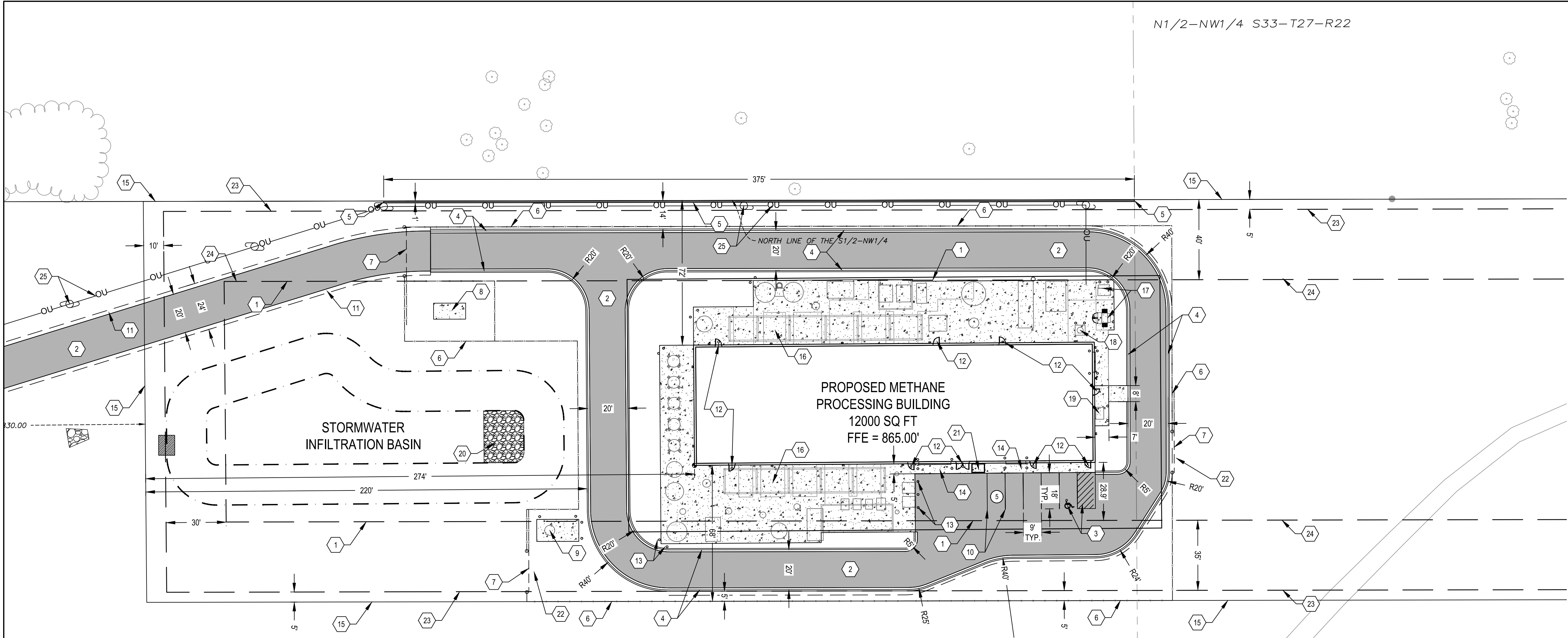
OVERALL SITE PLAN

SHEET NO.:

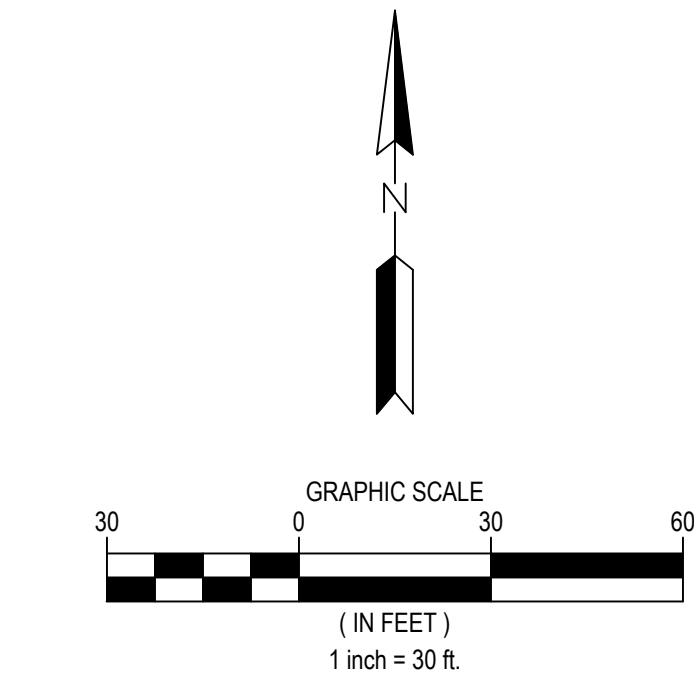
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S1/2-NW1/4 S33-T27-R22



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	CONCRETE PAVEMENT
	BITUMINOUS PAVEMENT
	RIP RAP
	FENCE
	PROPOSED OVERHEAD ELECTRIC LINE
	RETAINING WALL (BY OTHERS)
	CURB AND GUTTER
	PROPOSED PARKING COUNT

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- BUILDING SETBACK LINE
- BITUMINOUS PAVEMENT - SEE DETAIL
- ADA AISLE AND ACCESSIBLE PARKING - SEE DETAIL
- B612 CONCRETE CURB AND GUTTER (TYP.) - SEE DETAIL
- RETAINING WALL, 375 LF - (DESIGN BY OTHERS)
- 8' CHAIN LINK SECURITY FENCE (TYP.)
- SECURITY GATE
- CONCRETE EQUIPMENT PAD
- THERMAL OXIDIZER - (BY OTHERS)
- PAVEMENT STRIPE (TYP.)
- 2' WIDE GRAVEL SHOULDER - SEE DETAIL
- BUILDING ENTRANCE AND STOOP - SEE ARCHITECTURAL/ STRUCTURAL PLANS
- BOLLARD (TYP.) - SEE DETAIL
- 5' WIDE CONCRETE SIDEWALK
- PROPERTY BOUNDARY (TYP.)
- MECHANICAL EQUIPMENT AND TANKS (TYP.) - (BY OTHERS)
- ELECTRICAL TRANSFORMERS - (BY OTHERS)
- LANDFILL BIOGAS INLET SUMP - (BY OTHERS)
- HVAC CONDENSER - (BY OTHERS)
- RIP-RAP - SEE DETAIL
- TRASH RECEPTACLE
- FUTURE ROAD CONNECTION - (BY OTHERS)
- PARKING SETBACK LINE (TYP.)
- BUILDING SETBACK LINE (TYP.)
- PROPOSED OVERHEAD POWER LINE AND POWER POLES (TYP.) - COORDINATE LOCATION, DESIGN, AND INSTALLATION WITH DAKOTA ELECTRIC ASSOCIATION

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SITE ANALYSIS TABLE

ADDRESS	INVER GROVE HEIGHTS
EXISTING ZONING	LIGHT INDUSTRIAL (LI)
PROPOSED ZONING	LIGHT INDUSTRIAL (LI)
PROPOSED USE	METHANE PROCESSING PLANT

LOT AREA SUMMARY

LOT NUMBER	TOTAL AREA (AC.)	IMPERVIOUS AREA (AC.)	PERVIOUS AREA (AC.)
EXISTING PARCEL SUMMARY	5.54	0	5.54
PROPOSED PARCEL SUMMARY	5.54	1.15	4.39
PROPOSED ACCESS DRIVE	1.63	0.62	0.96

BUILDING SUMMARY

LOT NUMBER	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)	# OF STORIES
PROPOSED USE (use)	12,000	12,000	1

PARKING SUMMARY

TOTAL PARKING	REQUIRED	PROPOSED
PROPOSED USE (use)	4	5
ACCESSIBLE PARKING	REQUIRED	PROPOSED
PROPOSED USE (use)	1	1

GREENSPACE SUMMARY

	CODE REQUIREMENT	PROPOSED
IMPERVIOUS AREA (INCL. BLDG.)	N/A	21%
PERVIOUS AREA	N/A	79%
BUILDING AREA	30%	5%

SETBACK SUMMARY

BUILDING SETBACKS	REQUIRED	PROPOSED
FRONT (WEST)	40	274'
SIDE (NORTH)	40	72'
SIDE (SOUTH)	40	68'
REAR (EAST)	40	725'
PARKING SETBACKS		
FRONT (WEST)	10	220'
SIDE (NORTH)	5	14'
SIDE (SOUTH)	5	5'
REAR (EAST)	5	683'



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FORTISTAR RNG EXPANSION

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INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:
ISSUE NO.:
1

DESCRIPTION:	DATE:								
CITY SUBMITTAL	12/21/2020								

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: MDH CHKD BY: PWS APPD BY: JTW

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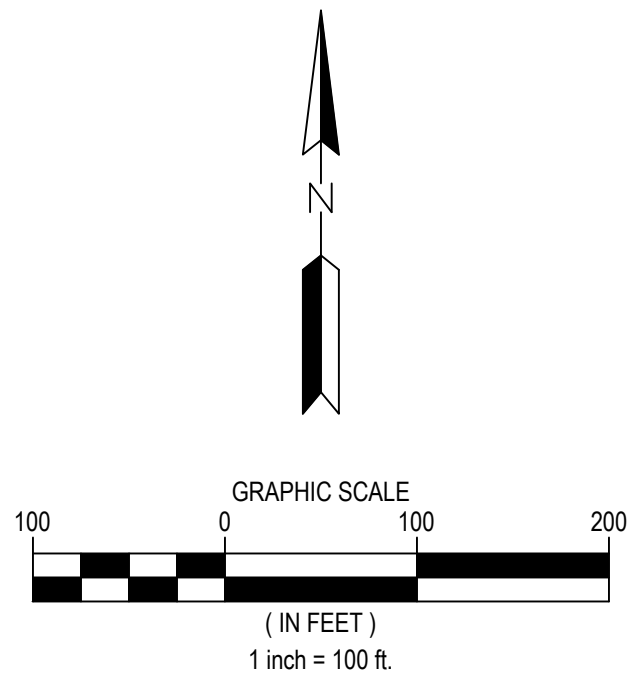
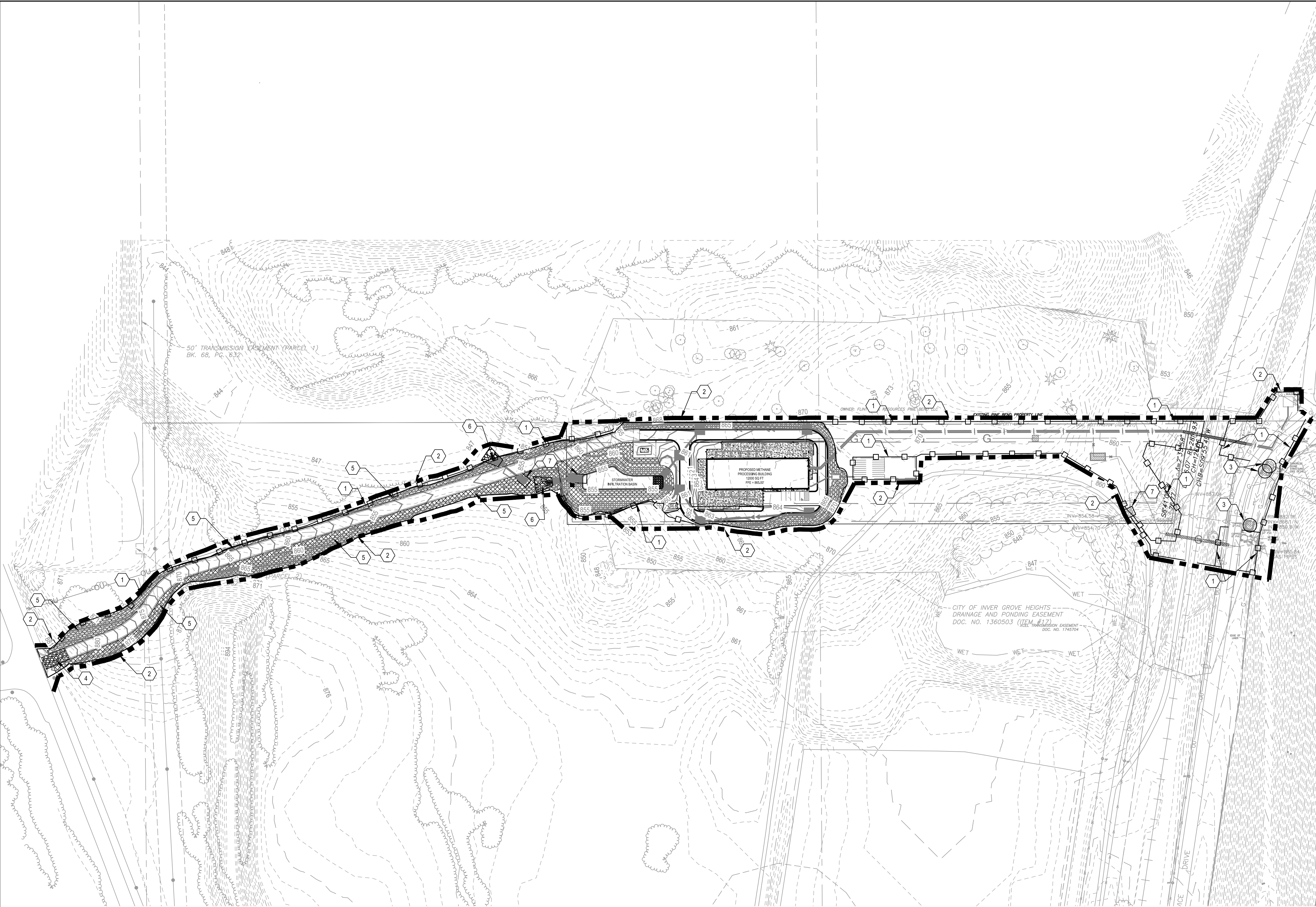
ISSUE NO.: 1

SHEET TITLE:

ENALRGED SITE PLAN

SHEET NO.:

C-102



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- ROCK CONSTRUCTION EXIT
- EROSION CONTROL BLANKET
- SILT FENCE
- CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- GAS LINE
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- RIPRAP
- INLET PROTECTION
- CULVERT PROTECTION
- TREE PROTECTION

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- INSTALL SILT FENCE - SEE DETAIL
- CONSTRUCTION LIMITS (TYP.)
- INSTALL CULVERT PROTECTION - SEE DETAIL
- INSTALL ROCK CONSTRUCTION ENTRANCE - SEE DETAIL
- INSTALL EROSION CONTROL BLANKET - SEE DETAIL
- INSTALL RIP RAP - SEE DETAIL

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SHEET TITLE:

OVERALL

POST-CONSTRUCTION

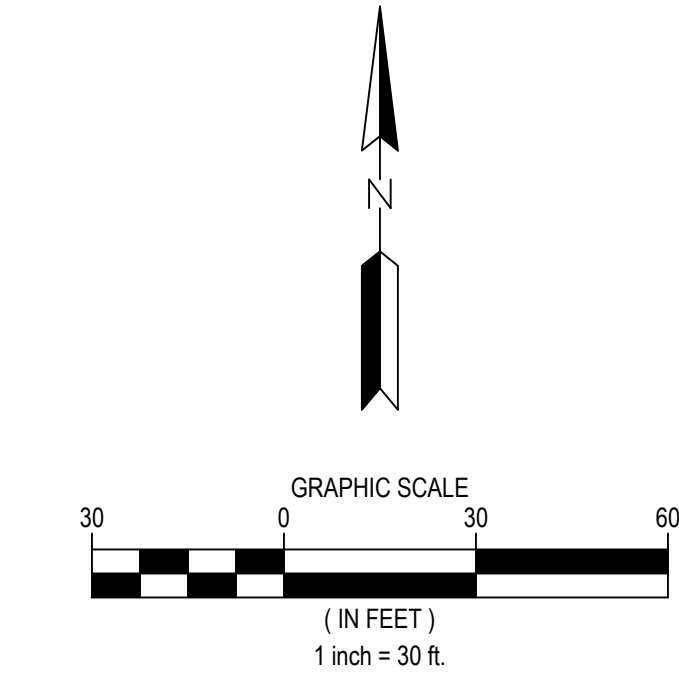
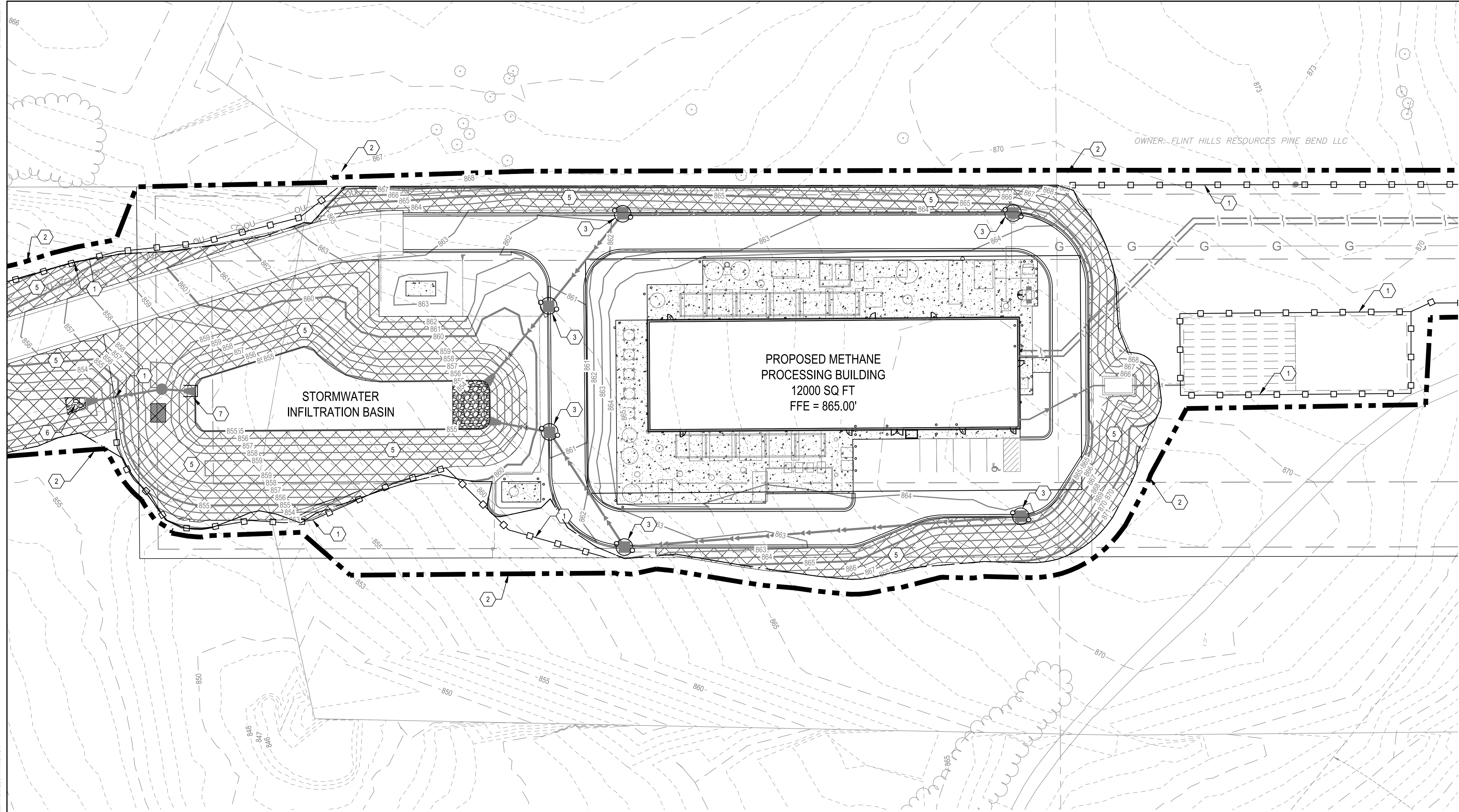
STABILIZATION PLAN

SHEET NO.:

C-201

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LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
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- QUARTER LINE
- EXISTING EASEMENT LINE
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NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- SILT FENCE - SEE DETAIL
- CONSTRUCTION LIMITS (TYP.)
- INLET PROTECTION - SEE DETAIL
- INSTALL TREE PROTECTION
- INSTALL EROSION CONTROL BLANKET - SEE DETAIL
- INSTALL RIP RAP - SEE DETAIL
- INSTALL CULVERT PROTECTION - SEE DETAIL

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PWS

APPD BY:

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ISSUE DATE: 12/21/2020

ISSUE NO.:

1

SHEET TITLE:

ENLARGED
POST-CONSTRUCTION
STABILIZATION PLAN

SHEET NO.:

C-202

Caledon Forest: MN DNR (2017)
Springs: MN DNR (2019)
Ingraham Wetlands/Lakes/Dynamics: MPCA (2020)
"Trout Streams/Lakes": MN DNR (2012)
Stream/Rivers/Lakes: USFWS NAC (2014)
Revised National Wetlands Inventory: MN DNR (2009-2014)
Karst Features: MN DNR (2018)
Designated Outstanding Resource Value Waters (ORVW): (2018)

Legend

- Stream Site
- ✱ Sinkhole
- Private To Surface Karst
- Flow Direction
- ▭ Scientific and Natural Area Boundaries
- 2020 MPCA Impaired Streams (Draft)
- 2020 MPCA Impaired Wetlands (Draft)
- Federal Designated Sensitive or Recreational Rivers
- Caledon Forest
- Minnesota Springs
- 2020 MPCA Impaired Lakes (Draft)
- Trout Stream
- Lake, Pond or Reservoir
- Revised National Wetlands Inventory
- Rivers and Streams

Scale: 0 1 Mile Radius
 0 1,000 2,000 Feet

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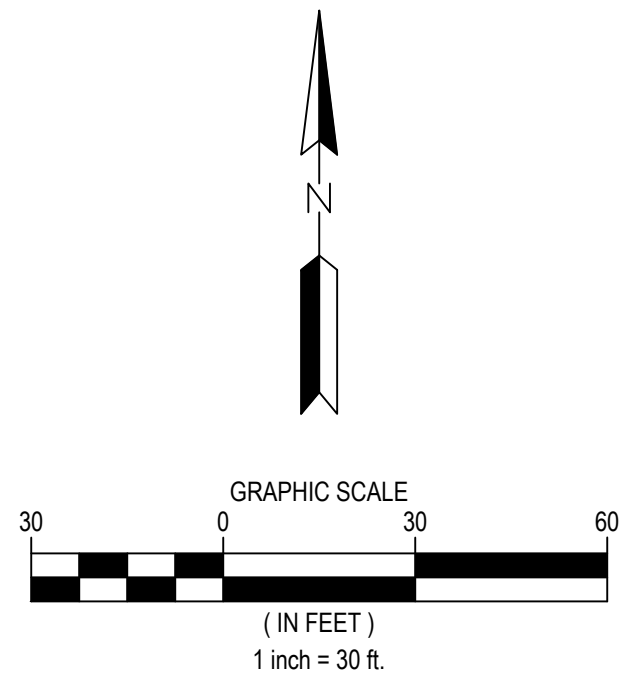
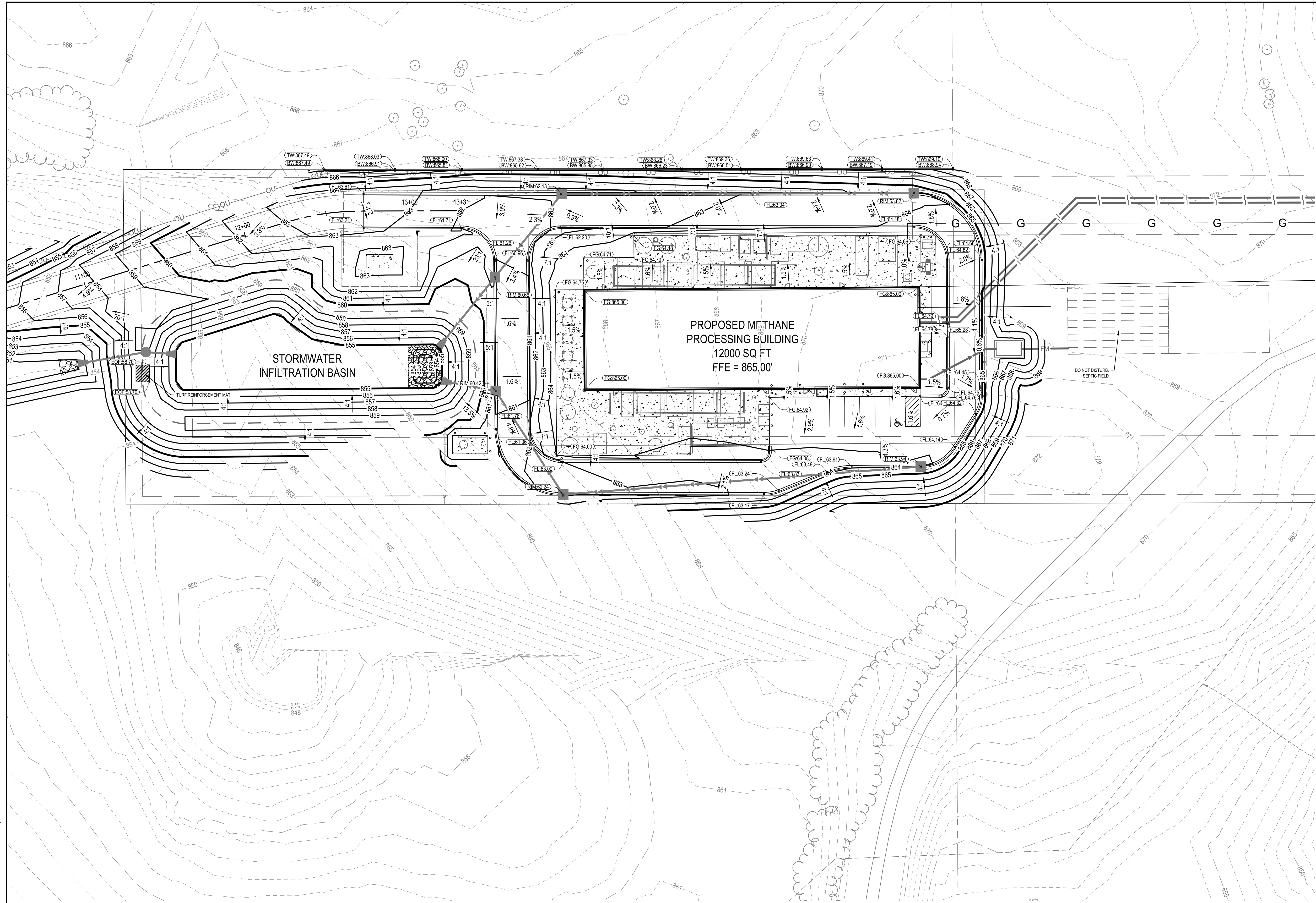
Patrick Sveum

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ISSUE NO.: 1		
SHEET TITLE:		
SHEET NO.:		



LEGEND

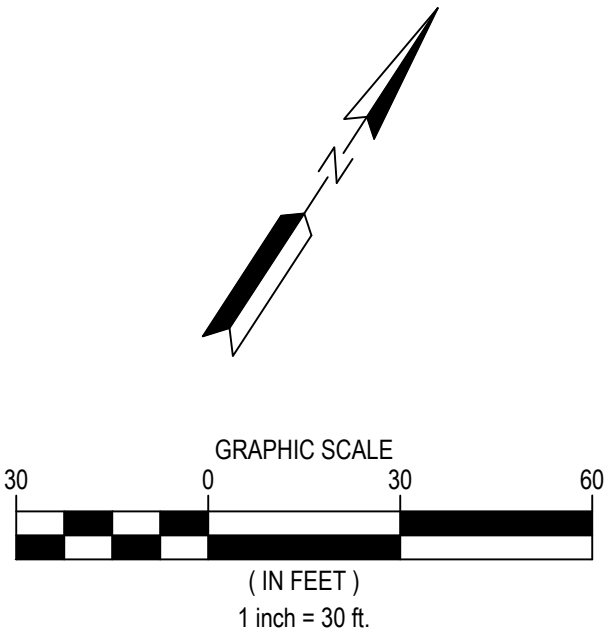
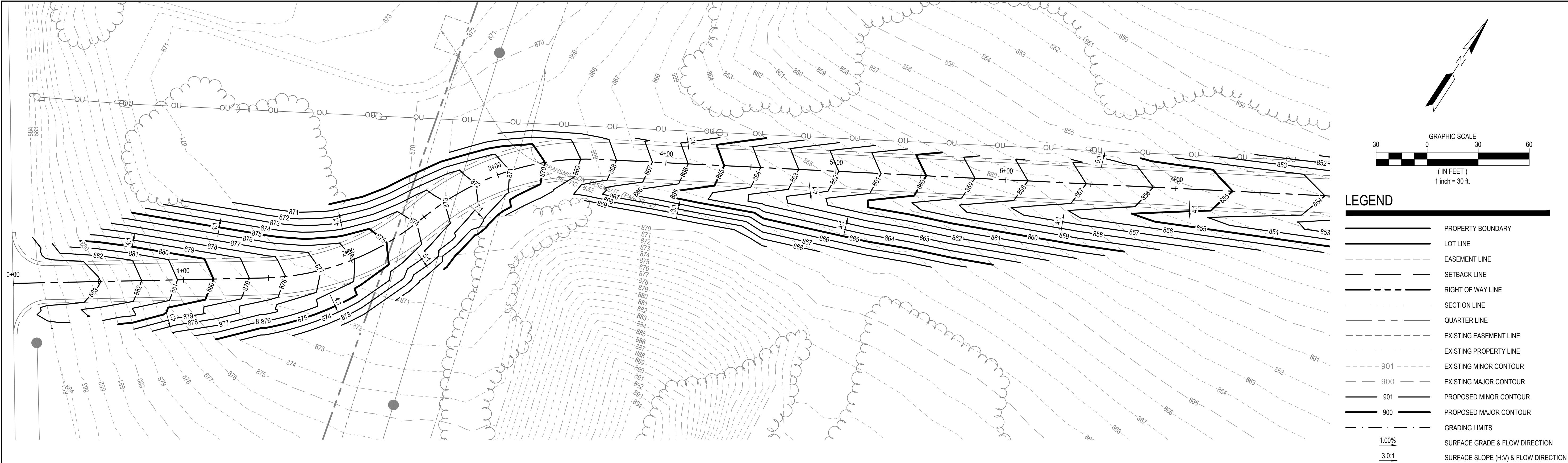
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	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	SURFACE GRADE & FLOW DIRECTION
	SURFACE SLOPE (H:V) & FLOW DIRECTION

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
2. EXISTING SPOOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY, POSITIVE DRAINAGE, AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR THE REWORK OF AN UNCOMMUNICATED DISCREPANCY.

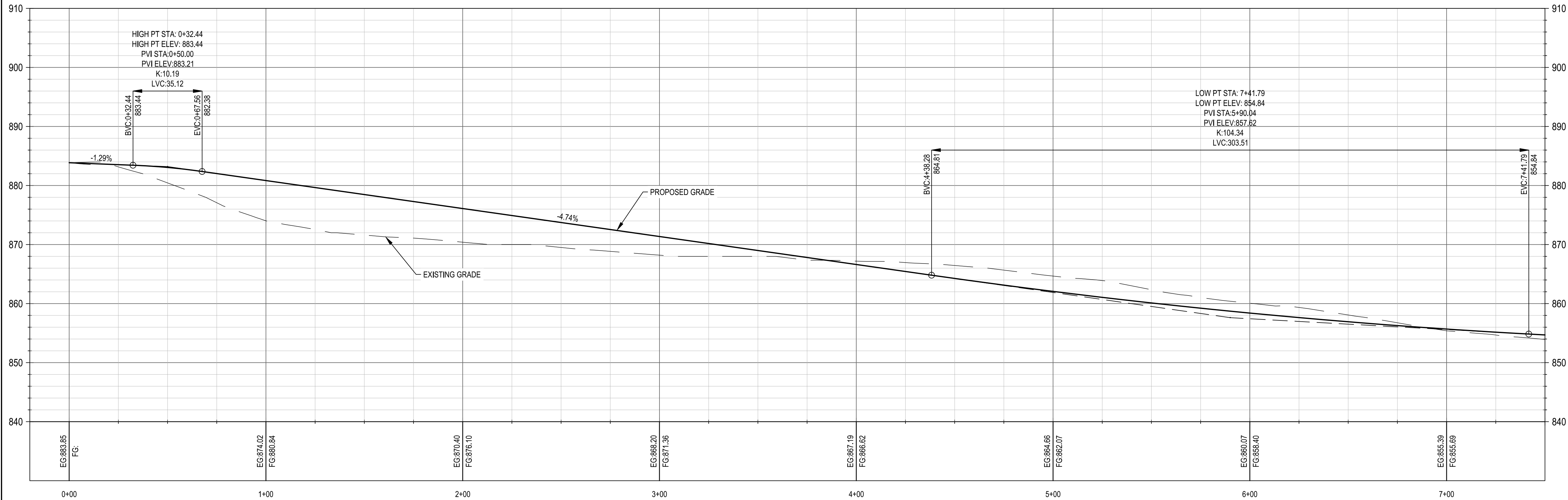
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M:\7251 SCS Engineers\20500 Fortistar RNG Expansion\5. DESIGN\1. CAD\3 PLANS\SHETS\C-301 GRADING PLAN.dwg 12/18/2020 MICHAEL D. HMMERICH



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
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- GRADING LIMITS
- SURFACE GRADE & FLOW DIRECTION
- SURFACE SLOPE (H:V) & FLOW DIRECTION



7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-262-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:



SCS ENGINEERS

FORTISTAR RNG EXPANSION
11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

ISSUE NO.:

1

DESCRIPTION:

CITY SUBMITTAL

DATE:

12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

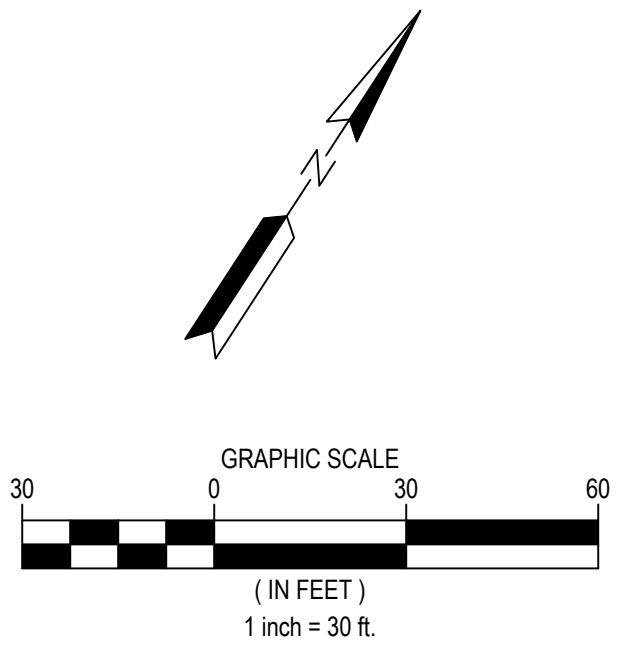
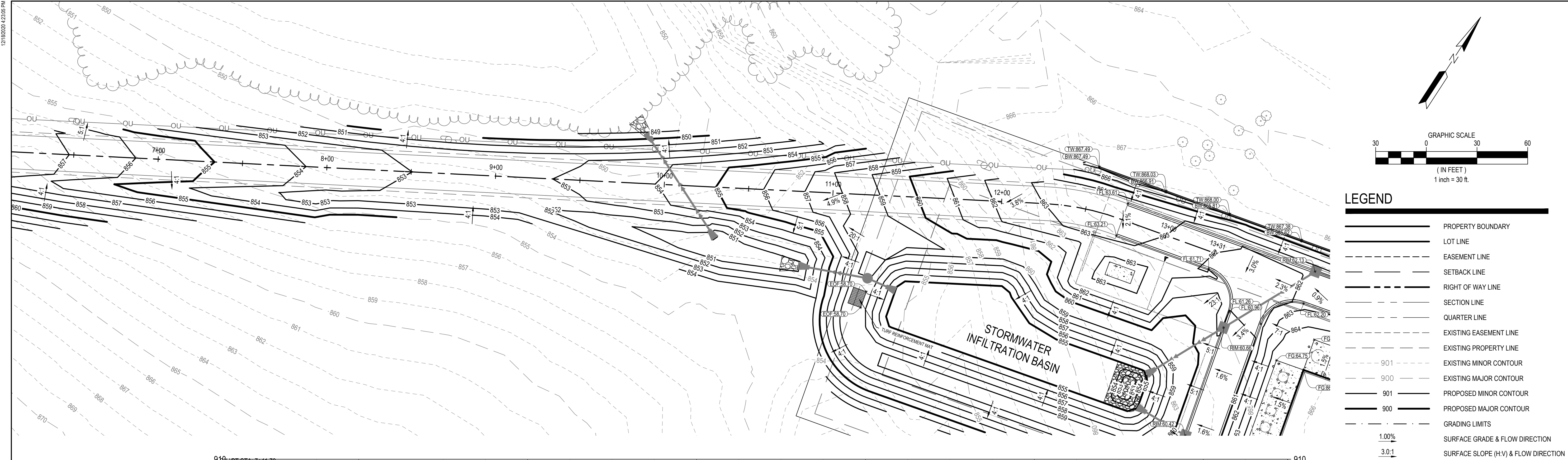
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ISSUE DATE: 12/21/2020

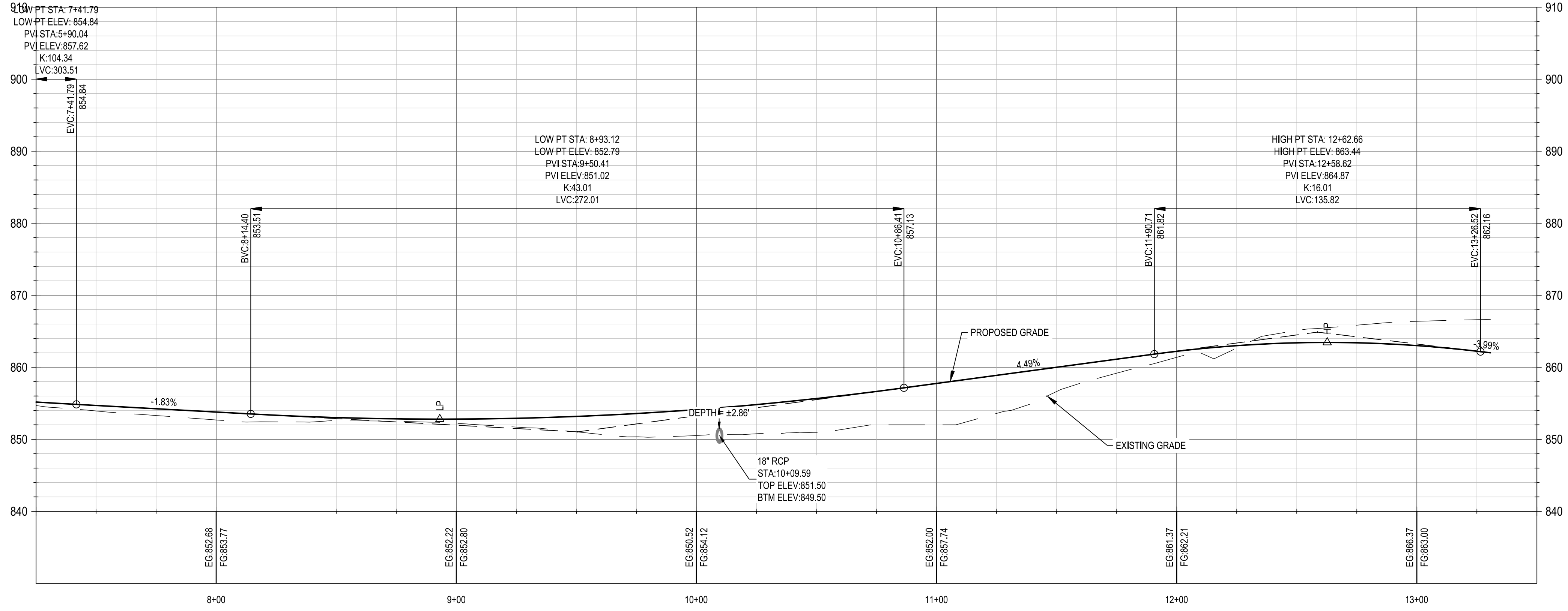
ISSUE NO.: 1

SHEET TITLE:
ENTRANCE ROAD
PLAN & PROFILE
(WEST)

SHEET NO.:
C-302



- LEGEND**
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - QUARTER LINE
 - EXISTING EASEMENT LINE
 - EXISTING PROPERTY LINE
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - GRADING LIMITS
 - SURFACE GRADE & FLOW DIRECTION
 - SURFACE SLOPE (H:V) & FLOW DIRECTION





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FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
FORTISTAR RNG EXPANSION	1	CITY SUBMITTAL	12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: MDH CHKD BY: PWS APPD BY: JTW

ISSUE DATE: 12/21/2020

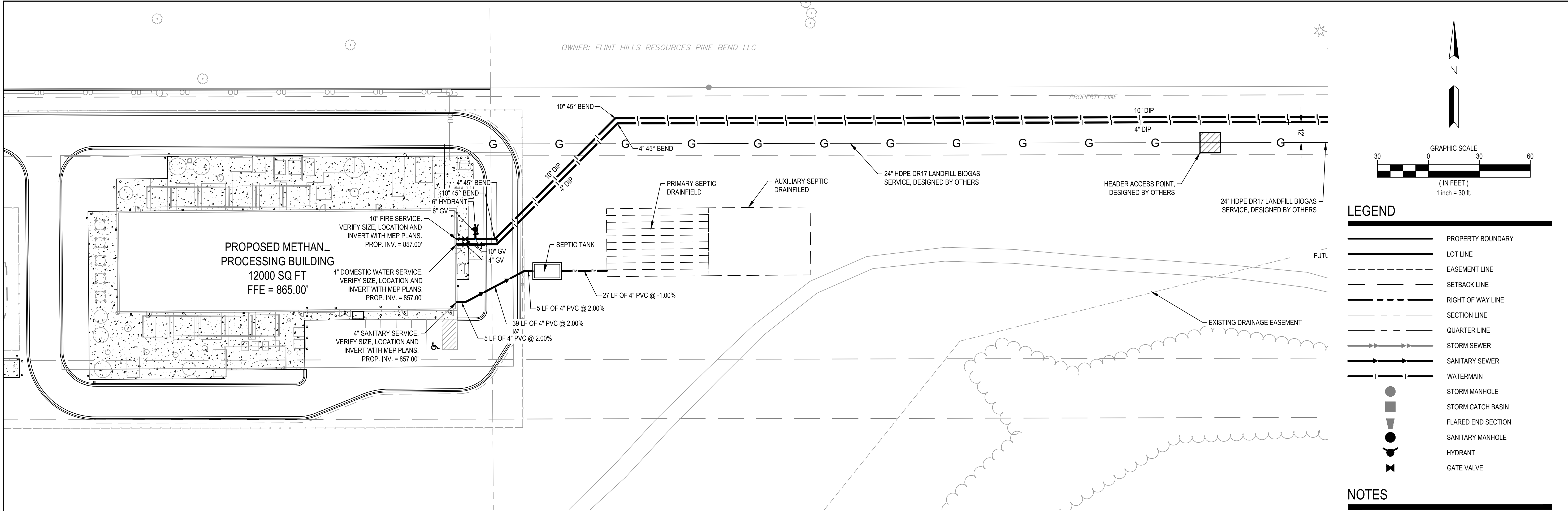
ISSUE NO.: 1

SHEET TITLE:
ENTRANCE ROAD
PLAN & PROFILE
(EAST)

SHEET NO.:
C-303

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WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-262-6800
FAX: 952-831-1268
WWW.WENCK.COM

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SCS ENGINEERS

PROJECT TITLE:

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

DATE:	DESCRIPTION:	ISSUE NO.:	PROJECT TITLE:
12/21/2020	CITY SUBMITTAL	1	

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

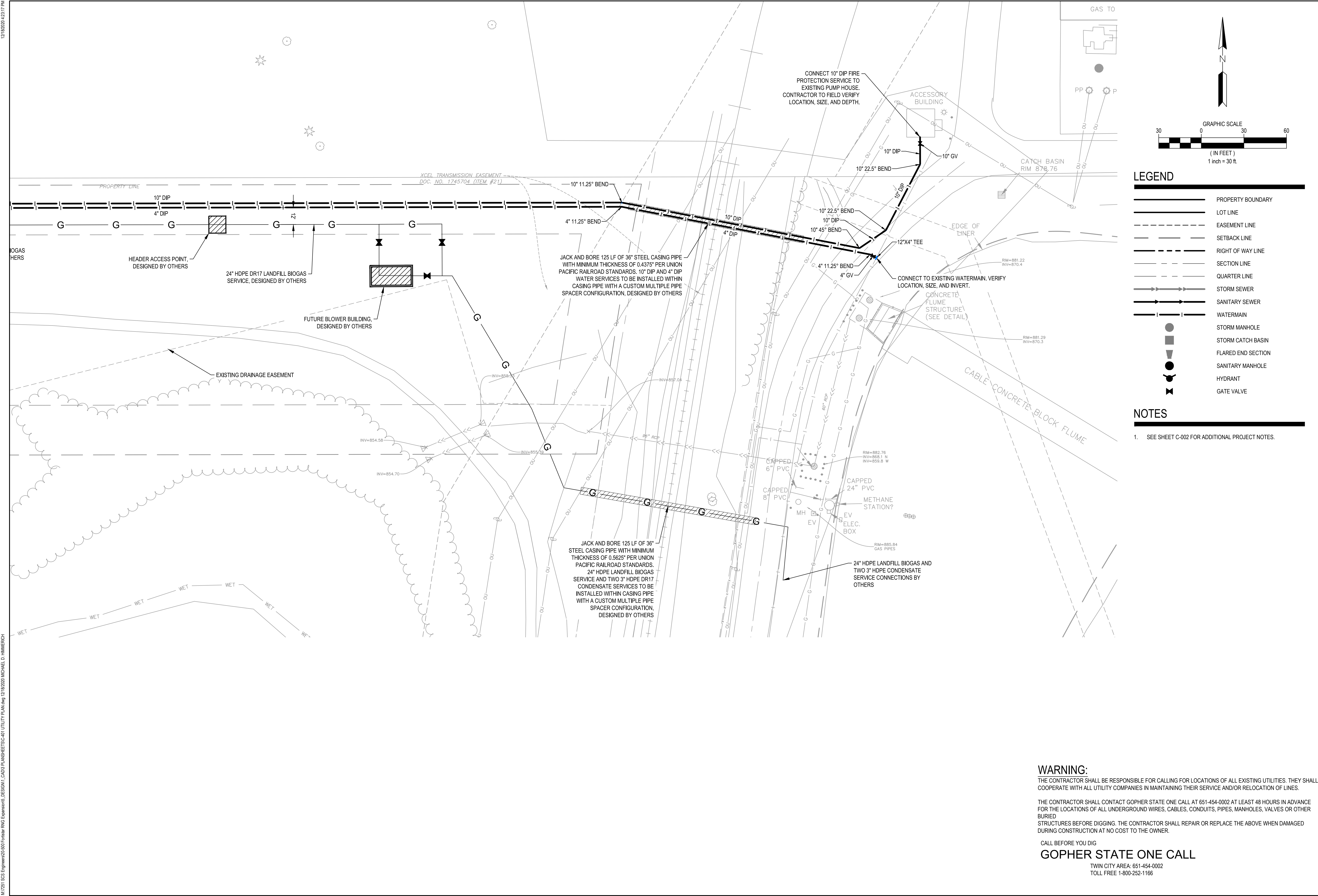
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ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
UTILITY PLAN AND PROFILE
(WEST)

SHEET NO.:
C-401



WARNING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

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FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
FORTISTAR RNG EXPANSION	1	CITY SUBMITTAL	12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY:	CHKD BY:	APPD BY:
MDH	PWS	JTW

ISSUE DATE: 12/21/2020

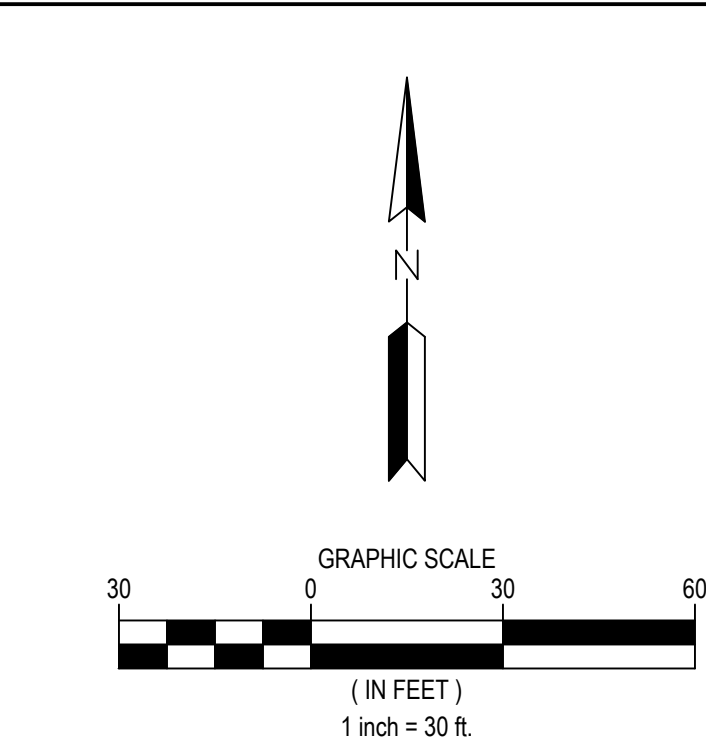
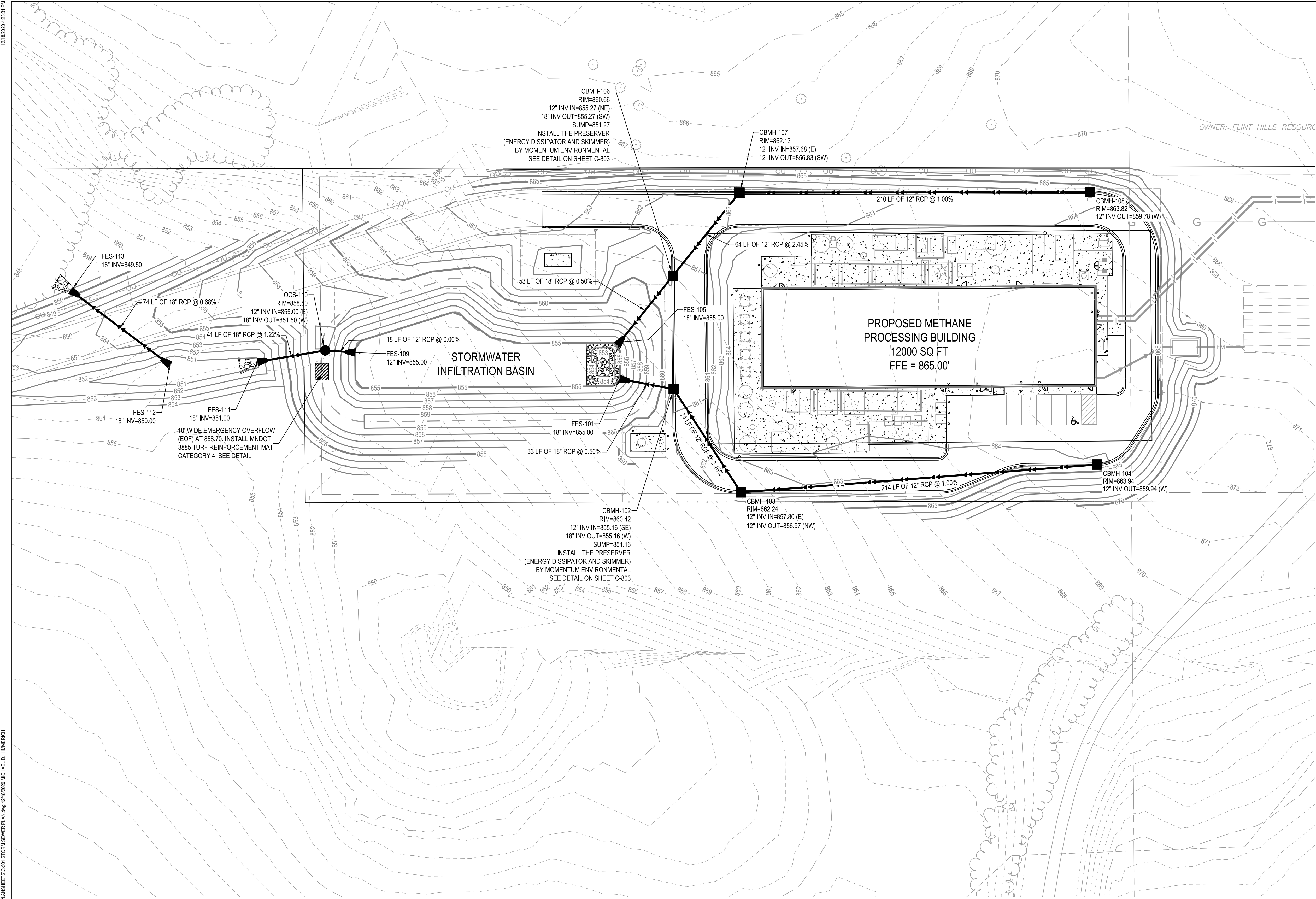
ISSUE NO.: 1

SHEET TITLE:
UTILITY PLAN AND PROFILE
(EAST)

SHEET NO.:
C-402

12/18/2020 12:31 PM

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LEGEND

—	PROPERTY BOUNDARY
—	LOT LINE
- - -	EASEMENT LINE
- - -	SETBACK LINE
- - -	RIGHT OF WAY LINE
- - -	SECTION LINE
- - -	QUARTER LINE
- - -	EXISTING EASEMENT LINE
- - -	EXISTING PROPERTY LINE
- - -	EXISTING MINOR CONTOUR
- - -	EXISTING MAJOR CONTOUR
- - -	PROPOSED MINOR CONTOUR
- - -	PROPOSED MAJOR CONTOUR
—	STORM SEWER
—	SANITARY SEWER
FM	SANITARY FORCEMAIN
—	WATERMAIN
●	STORM MANHOLE
■	STORM CATCH BASIN
▲	FLARED END SECTION
○	SANITARY MANHOLE
X	GATE VALVE

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

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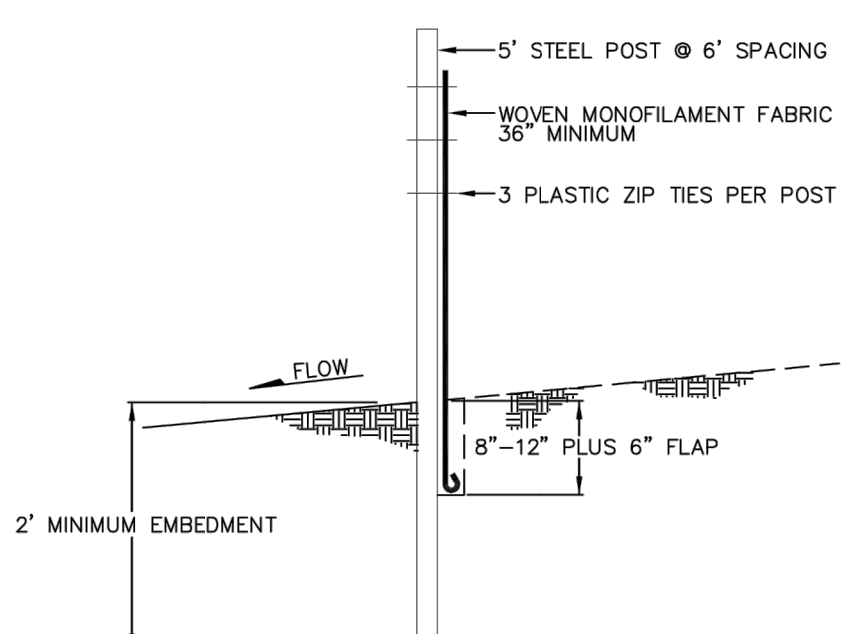
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FORTISTAR RNG EXPANSION

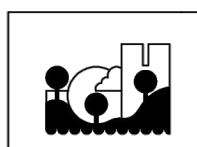
11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:	FORTISTAR RNG EXPANSION				
ISSUE NO.:	1				
DESCRIPTION:	CITY SUBMITTAL				
DATE:	12/1/2020				
CERTIFICATION:					
NOT FOR CONSTRUCTION					
PROJECT NO.:	7251-20-500				
DWN BY:	MDH	CHKD BY:	PWS	APPD BY:	JTW
ISSUE DATE: 12/21/2020					
ISSUE NO.: 1					
SHEET TITLE:					
STORM SEWER PLAN					
SHEET NO.:					
C-501					



5' STEEL POST @ 6' SPACING
WOVEN MONOFILAMENT FABRIC
36" MINIMUM
3 PLASTIC ZIP TIES PER POST
8'-12' PLUS 6" FLAP
2' MINIMUM EMBEDMENT
FLOW
MACHINE SLICED SILT FENCE

NOTES: 1. WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
2. SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.

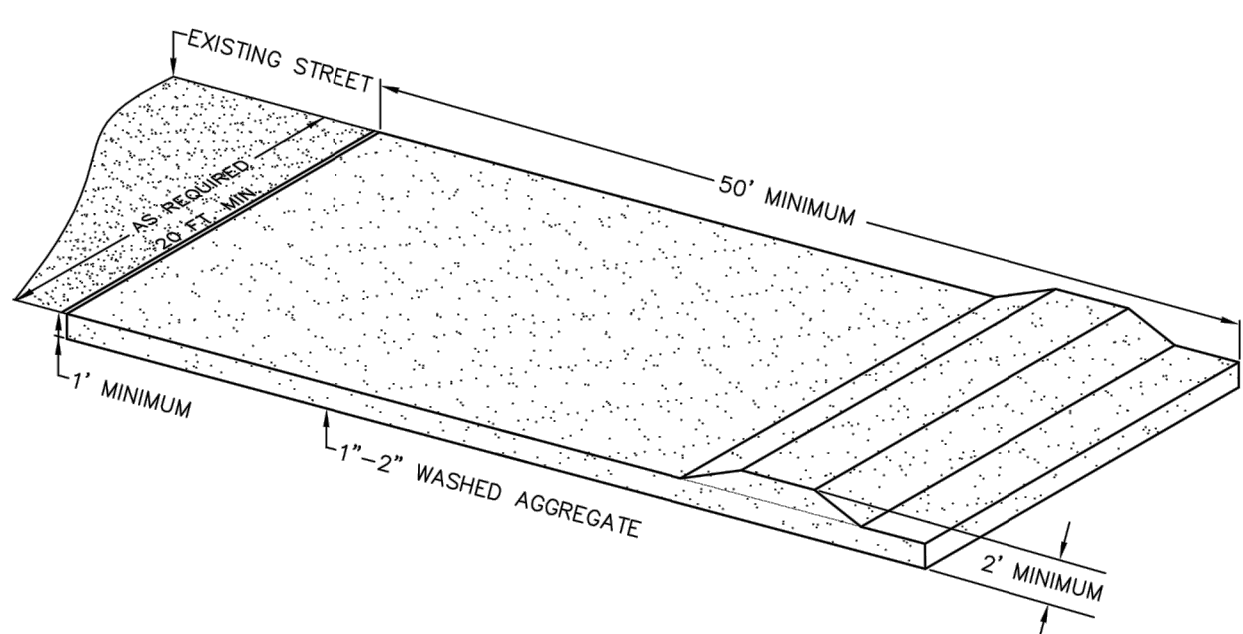


SILT FENCE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

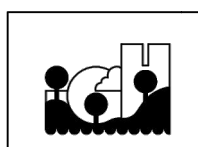
4/11

PLATE NO.
EC-02



EXISTING STREET
50' MINIMUM
1' MINIMUM
1'-2" WASHED AGGREGATE
2' MINIMUM

NOTES: 1. ROCK CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITY.
2. FOR RESIDENTIAL CONSTRUCTION, CLASS 5 MAY BE INSTALLED AS A ROCK CONSTRUCTION ENTRANCE
3. AGGREGATE SHALL BE CLEANED, MAINTAINED, OR REPLENISHED AS NECESSARY.
4. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER BASED SWEEPER.
5. LENGTH MAY BE MODIFIED AND 1' HIGH RIDGE MAY BE ELIMINATED FOR RESIDENTIAL CONSTRUCTION.

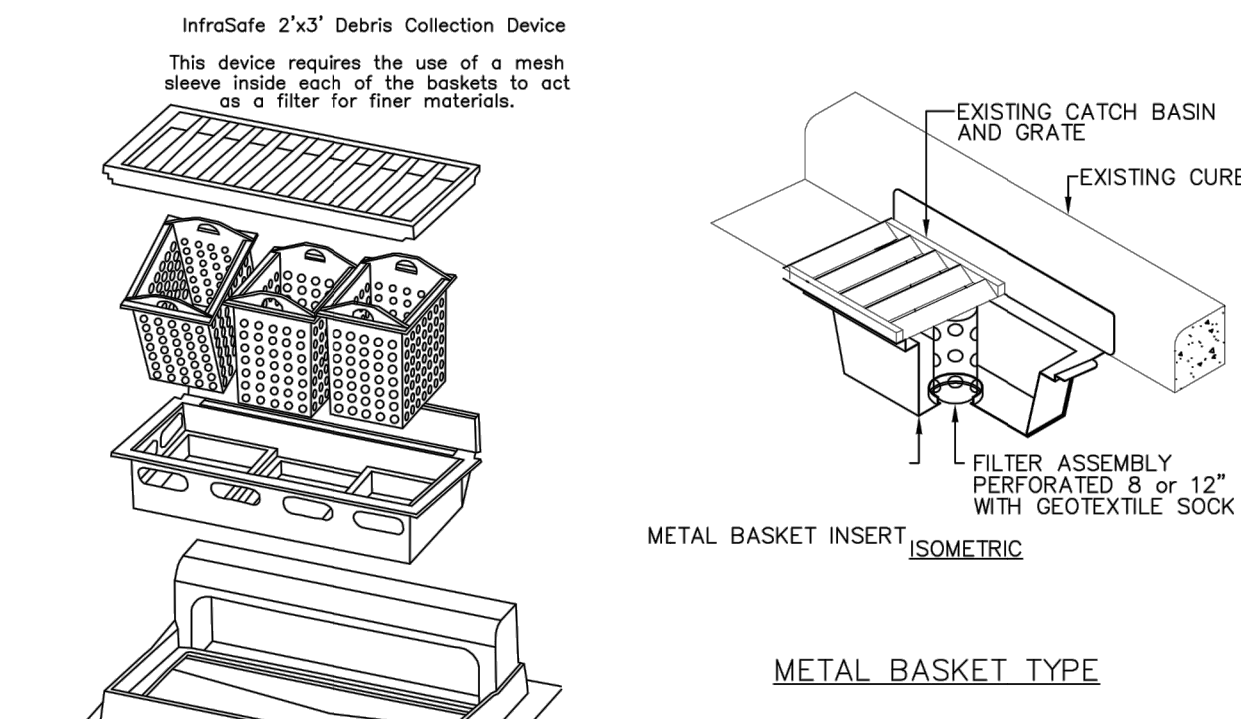


ROCK CONSTRUCTION
ENTRANCE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

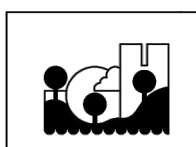
PLATE NO.
EC-03



InfraSafe 2'x3' Debris Collection Device
This device requires the use of a mesh sleeve inside each of the baskets to act as a filter for finer materials.

EXISTING CATCH BASIN AND GRATE
EXISTING CURB
FILTER ASSEMBLY PERFORATED 8 or 12" PVC WITH GEOTEXTILE SOCK
METAL BASKET INSERT ISOMETRIC
METAL BASKET TYPE
REMOVABLE CAP, PLUG OR SCREEN
SLOTTED RISER
WATERTIGHT INLET COVER
SLOTTED RISER INLET FILTER

NOTES: 1. EACH STORM WATER INLET REQUIRES AN APPROVED INLET PROTECTION DEVICE FROM THE TIME THE CASTING AND RINGS ARE PLACED UNTIL THE SURROUNDING AREAS ARE ESTABLISHED, OR UNTIL DIRECTED BY THE CITY ENGINEER.
2. THESE DEVICES SHALL BE REMOVED WHEN THERE IS FROST IN THE GROUND AND REINSTALLED WHEN THE GROUND THAWS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PLACEMENT, MAINTENANCE, AND REMOVAL OF ALL INLET PROTECTION DEVICES.
4. SEALING THE STORM SEWER INLET WITH FABRIC IS NOT AN APPROVED METHOD OF INLET PROTECTION.

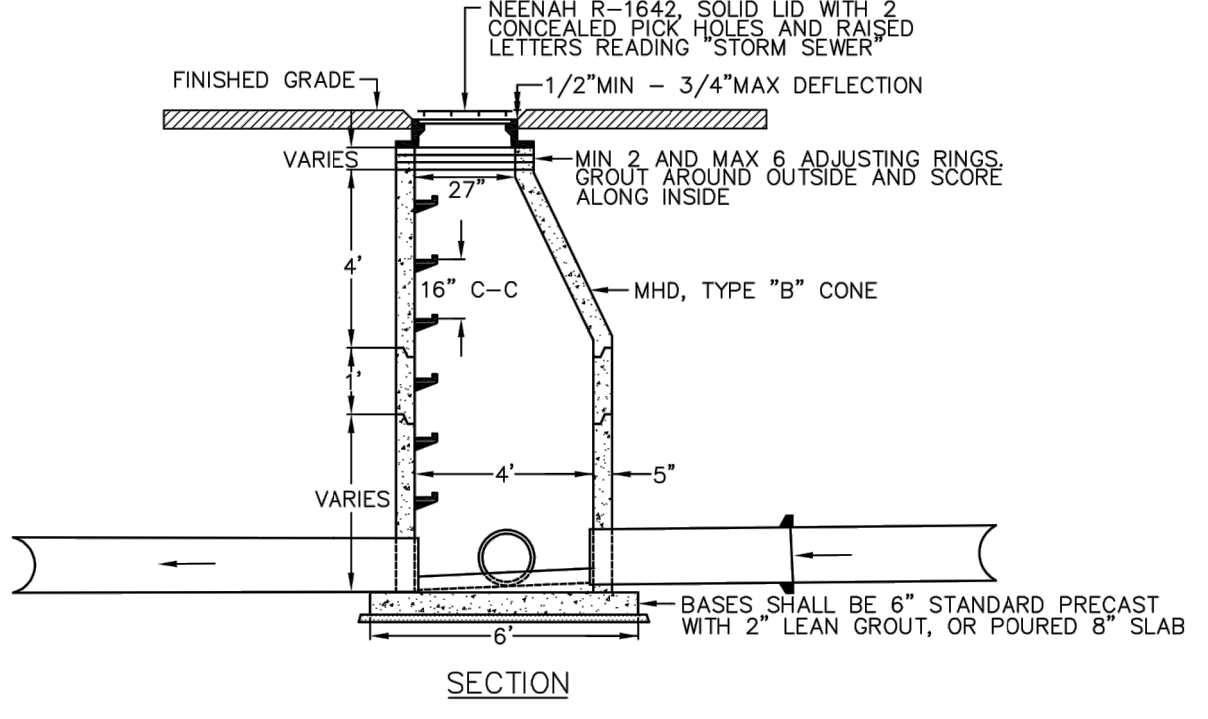


STORM SEWER
INLET PROTECTION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

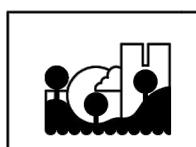
4/11

PLATE NO.
EC-04



NEENAH R-1642, SOLID LID WITH 2 CONCEALED PICK HOLES AND RAISED LETTERS READING "STORM SEWER"
1/2" MIN - 3/4" MAX DEFLECTION
VARIES
27"
MIN. 2 AND MAX 6 ADJUSTING RINGS. GROUT AROUND OUTSIDE AND SCORE ALONG INSIDE
16" C-C
MHD, TYPE "B" CONE
VARIES
4'
5'
BASIS SHALL BE 6" STANDARD PRECAST WITH 2" LEAN GROUT, OR POURED 8" SLAB
SECTION

NOTES: 1. ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
3. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
4. GROUT ALL LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER
MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

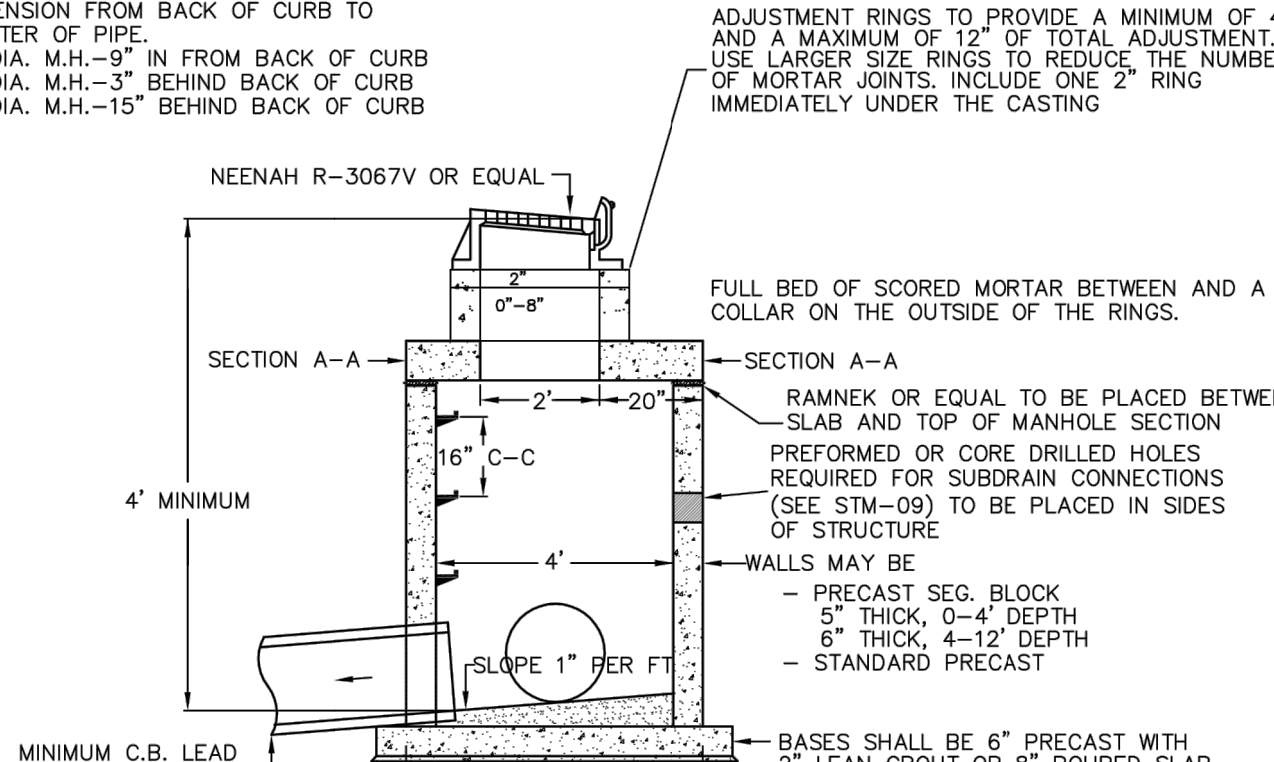


STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

8/13

PLATE NO.
STM-01



DIMENSION FROM BACK OF CURB TO CENTER OF PIPE.
4'DIA. M.H.-9" IN FROM BACK OF CURB
6'DIA. M.H.-3" BEHIND BACK OF CURB
8'DIA. M.H.-15" BEHIND BACK OF CURB

NEENAH R-3067V OR EQUAL
2"
0'-8"
SECTION A-A
4' MINIMUM
16" C-C
4'
SLOPE 1" PER FT
MINIMUM C.B. LEAD
15" @ 1.00% GRADE
SECTION A-A
RAMNEK OR EQUAL TO BE PLACED BETWEEN SLAB AND TOP OF MANHOLE. SECTION PREFORMED OR CORE DRILLED HOLES REQUIRED FOR SUBDRAIN CONNECTIONS (SEE STM-09) TO BE PLACED IN SIDES OF STRUCTURE
WALLS MAY BE
- PRECAST SEG. BLOCK
5" THICK, 0-4' DEPTH
6" THICK, 4-12' DEPTH
- STANDARD PRECAST
BASIS SHALL BE 6" PRECAST WITH 2" LEAN GROUT OR 8" POURED SLAB
6'-0"

ADJUSTMENT RINGS TO PROVIDE A MINIMUM OF 4" AND A MAXIMUM OF 12" OF TOTAL ADJUSTMENT. USE LARGER SIZE RINGS TO REDUCE THE NUMBER OF MORTAR JOINTS. INCLUDE ONE 2" RING IMMEDIATELY UNDER THE CASTING

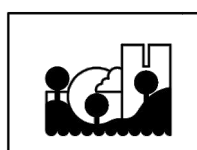
FULL BED OF SCORED MORTAR BETWEEN AND A 6" COLLAR ON THE OUTSIDE OF THE RINGS.

SECTION A-A
2'-20"
4'
16" C-C
4'
SLOPE 1" PER FT
MINIMUM C.B. LEAD
15" @ 1.00% GRADE
SECTION A-A
RAMNEK OR EQUAL TO BE PLACED BETWEEN SLAB AND TOP OF MANHOLE. SECTION PREFORMED OR CORE DRILLED HOLES REQUIRED FOR SUBDRAIN CONNECTIONS (SEE STM-09) TO BE PLACED IN SIDES OF STRUCTURE
WALLS MAY BE
- PRECAST SEG. BLOCK
5" THICK, 0-4' DEPTH
6" THICK, 4-12' DEPTH
- STANDARD PRECAST
BASIS SHALL BE 6" PRECAST WITH 2" LEAN GROUT OR 8" POURED SLAB
6'-0"

SECTION
4' MINIMUM
16" C-C
4'
SLOPE 1" PER FT
MINIMUM C.B. LEAD
15" @ 1.00% GRADE
SECTION A-A
RAMNEK OR EQUAL TO BE PLACED BETWEEN SLAB AND TOP OF MANHOLE. SECTION PREFORMED OR CORE DRILLED HOLES REQUIRED FOR SUBDRAIN CONNECTIONS (SEE STM-09) TO BE PLACED IN SIDES OF STRUCTURE
WALLS MAY BE
- PRECAST SEG. BLOCK
5" THICK, 0-4' DEPTH
6" THICK, 4-12' DEPTH
- STANDARD PRECAST
BASIS SHALL BE 6" PRECAST WITH 2" LEAN GROUT OR 8" POURED SLAB
6'-0"

PLAN
CENTER OF STRUCTURE
3 HANDLING HOOKS AT 120 DEGREE SPACING
24"
15"
9"
11"
14"
58"
20"

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 PLACED IN EITHER FRONT CORNER DEPENDING ON PIPE CONFIGURATION.

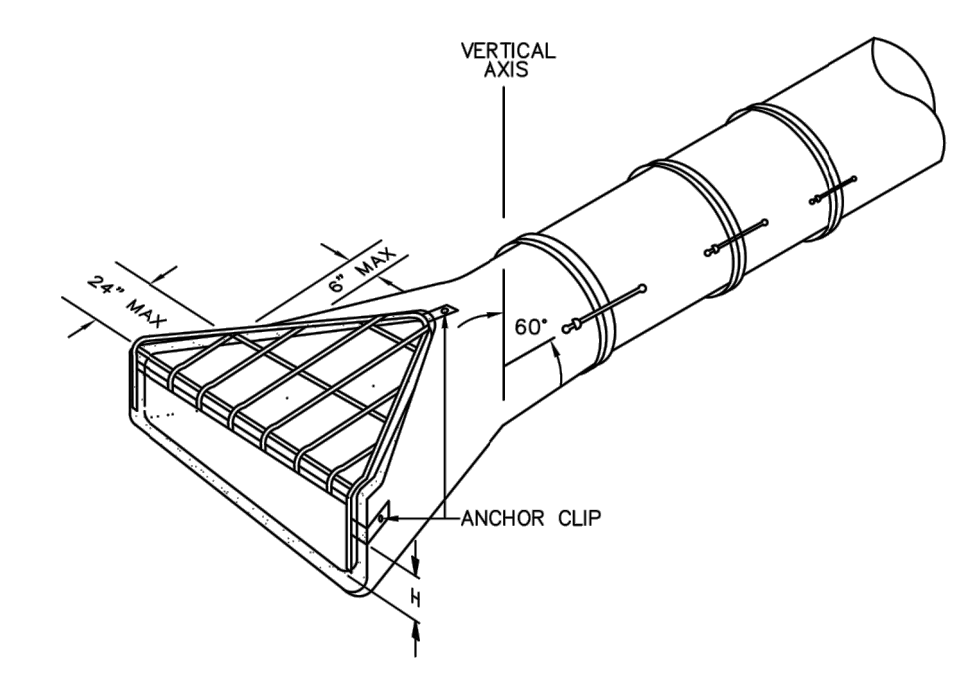


CATCH BASIN/MANHOLE
WITH RECTANGULAR LID

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

1/17

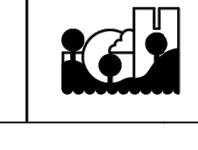
PLATE NO.
STM-02



VERTICAL AXIS
6" MAX
60"
ANCHOR CLIP

TIE BOLT & FASTENER ASSEMBLY

NOTES: 1. USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60' FROM TOP OF PIPE.
2. LAST THREE JOINTS SHALL BE TIED.
3. TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
4. BARS AND PLATES ARE HOT-ROLLED STEEL.
5. BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
6. VERTICAL OPENING SHALL BE A MAXIMUM OF 6" AND A MINIMUM OF 4" HIGH
7. FOR RIP RAP PLACEMENT SEE DETAIL STM-12
8. TRASH GUARDS ON 15"-18" FLARED END SECTIONS SHALL BE PLACED ON POND OUTLETS ONLY. DO NOT PLACE ON POND INLETS OR CULVERTS.

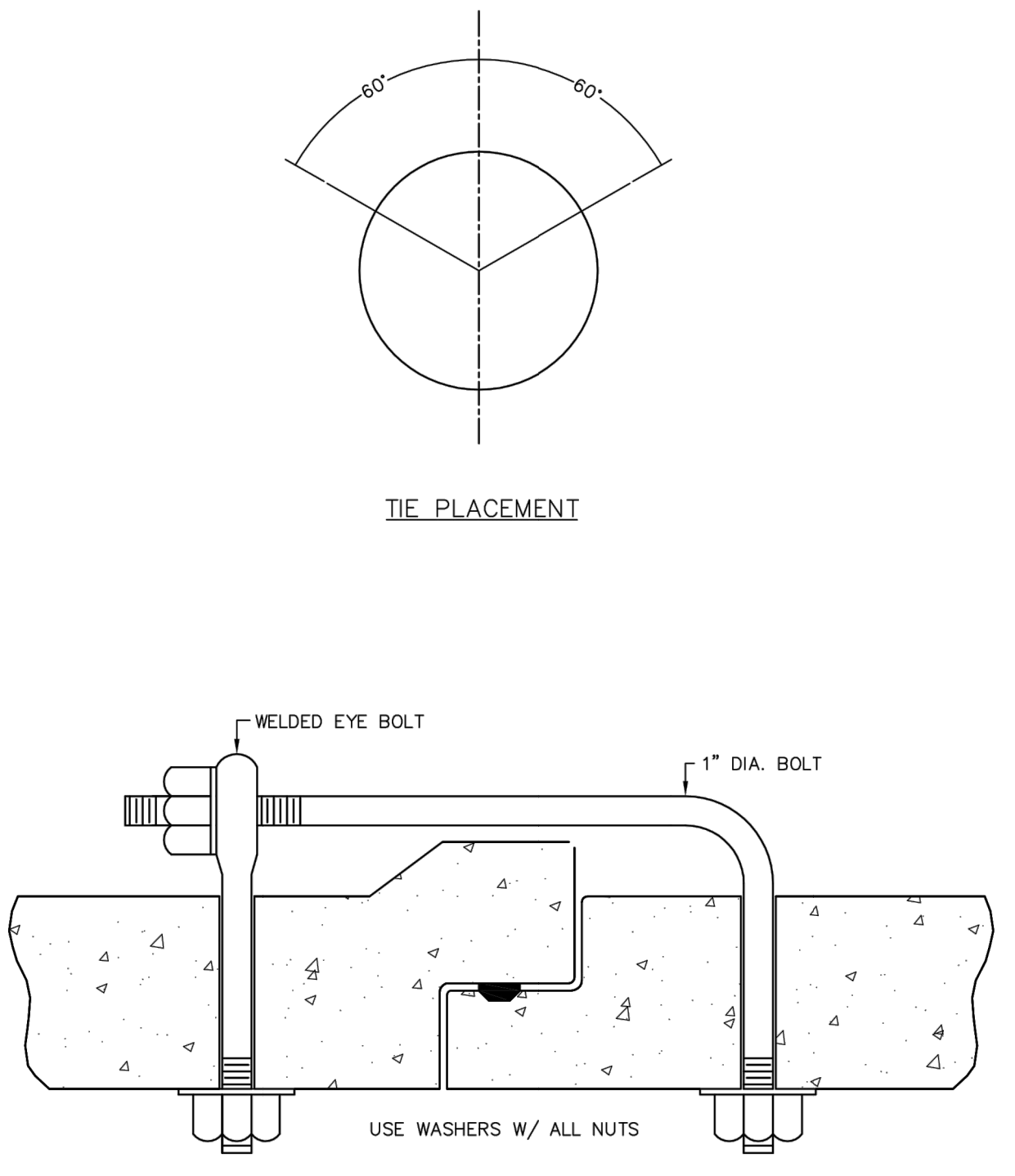


STANDARD FLARED END
SECTION AND TRASH GUARD

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/17

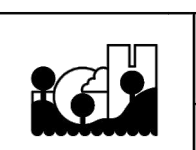
PLATE NO.
STM-10



WELDED EYE BOLT
1" DIA. BOLT
USE WASHERS W/ ALL NUTS

PIPE TIE DETAIL

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 PLACED IN EITHER FRONT CORNER DEPENDING ON PIPE CONFIGURATION.

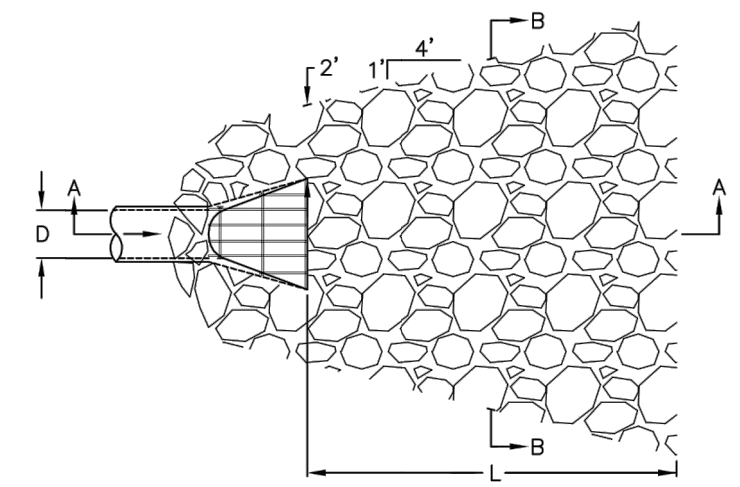


PIPE TIE DETAIL

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/11

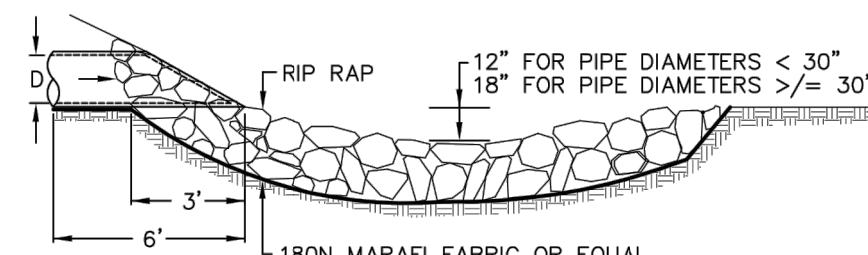
PLATE NO.
STM-11



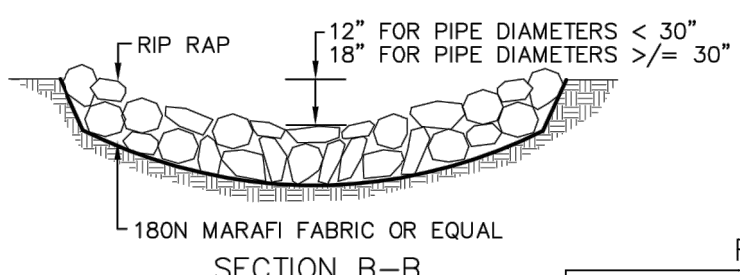
180N MARAFI FABRIC OR EQUAL SHALL COVER THE AREA UNDER THE RIPRAP, 6" UNDER THE FLARED END SECTION AND EXTEND UP THE SIDES OF THE EXCAVATED AREA TO FINISHED GRADE.

RIPRAP SHALL EXTEND 3' UNDER THE FLARED END SECTION. PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING. CRUSHED ROCK IS INCIDENTAL.

PLAN



SECTION A-A



SECTION B-B

RIP RAP AT RCP OUTLETS

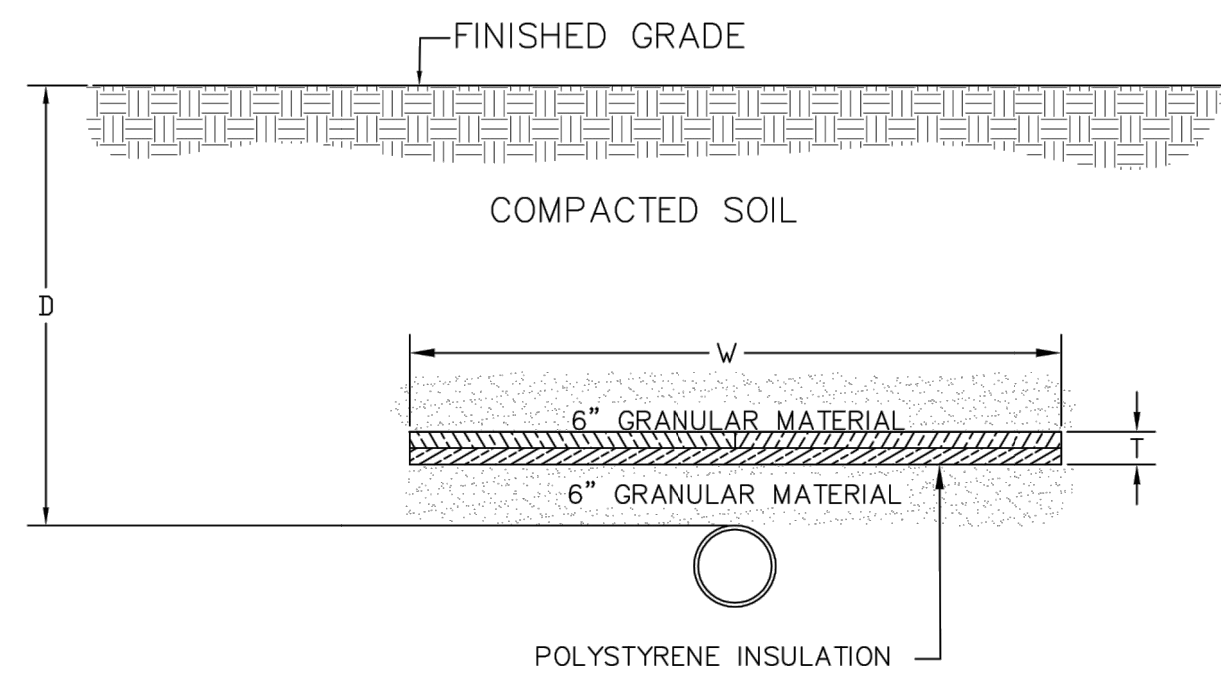
DIAMETER OF ROUND PIPE (IN.)	L (FT.)	CLASS II (6")		CLASS III (9")		CLASS IV (12")	
		12" DEPTH (CY)	6" DEPTH (CY)	18" DEPTH (CY)	9" DEPTH (CY)	24" DEPTH (CY)	12" DEPTH (CY)
15	8	3.5	1.8	5.3	2.7	7.0	3.5
18	10	4.5	2.3	6.8	3.4	9.0	4.5
21	10	4.8	2.4	7.3	3.7	9.8	4.9
24	12	6.1	3.1	9.2	4.6	12.3	6.2
27	12	6.5	3.3	9.7	4.9	13.0	6.5
30	14	8.0	4.0	11.9	6.0	15.9	8.0
36	16	10.0	5.0	15.0	7.5	20.0	10.0
42	18	11.7	5.9	17.5	8.8	23.4	11.7
48	20	13.8	6.9	20.70	10.4	27.6	13.8

RIP RAP

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

2/15

PLATE NO.
STM-12



DEPTH TO TOP OF PIPE D	WIDTH OF INSULATION W	THICKNESS OF INSULATION T
2'-3'	12"	4"
3'-4'	10"	4"
4'-5'	8"	4"
5'-6'	6"	2"
6'-7'	4"	2"
7'+	NONE	NONE

NOTE: 1. INSULATION SHALL BE EXTRUDED RIGID BOARD MATERIAL HAVING A THERMAL CONDUCTIVITY OF 0.23 BTU/HR/SQUARE FOOT/DEGREE FAHRENHEIT/PER INCH OF THICKNESS MAXIMUM AT 40° F MEAN, A COMPREHENSIVE STRENGTH OF 35 PSI MINIMUM AND WATER ABSORPTION OF .25 PERCENT BY VOLUME MAXIMUM.
2. UTILITIES WITH SEPERATION UNDER 30" REQUIRE 4" INSULATION, 8' WIDE

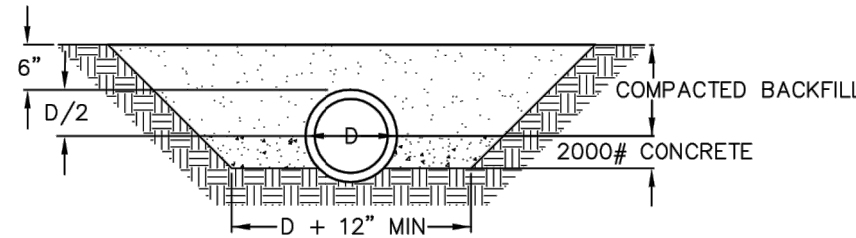
INSULATION DETAIL

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

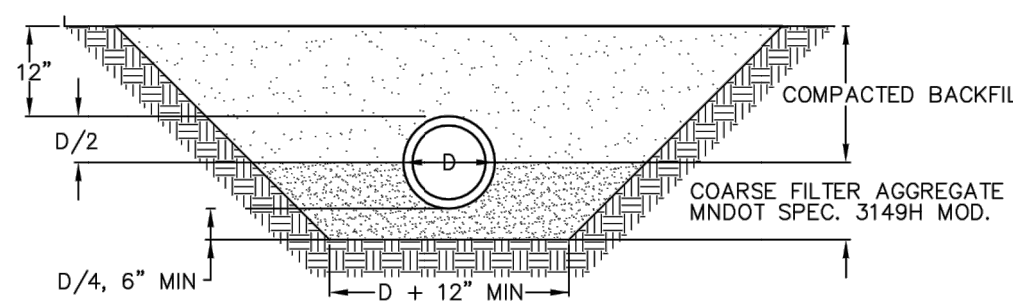
PLATE NO.
MISC-02

CLASS A
LOAD FACTOR 2.3



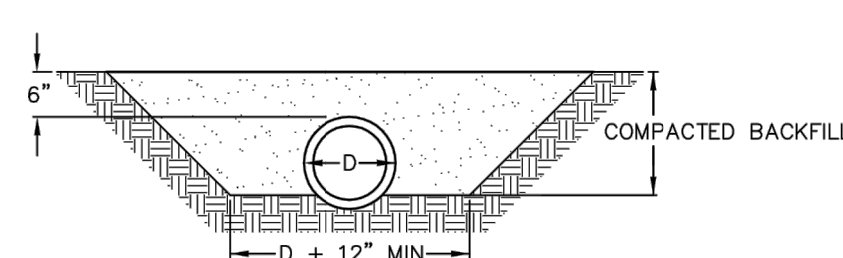
CLASS B
LOAD FACTOR 1.9

HAND SHAPED FROM ANGULAR BEDDING MATERIAL



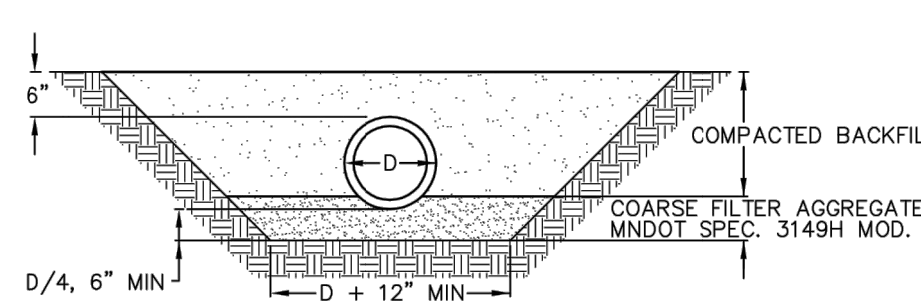
CLASS C-1
LOAD FACTOR 1.5

HAND SHAPED FROM ANGULAR BEDDING MATERIAL



CLASS C-2
LOAD FACTOR 1.5

HAND SHAPED FROM ANGULAR BEDDING MATERIAL



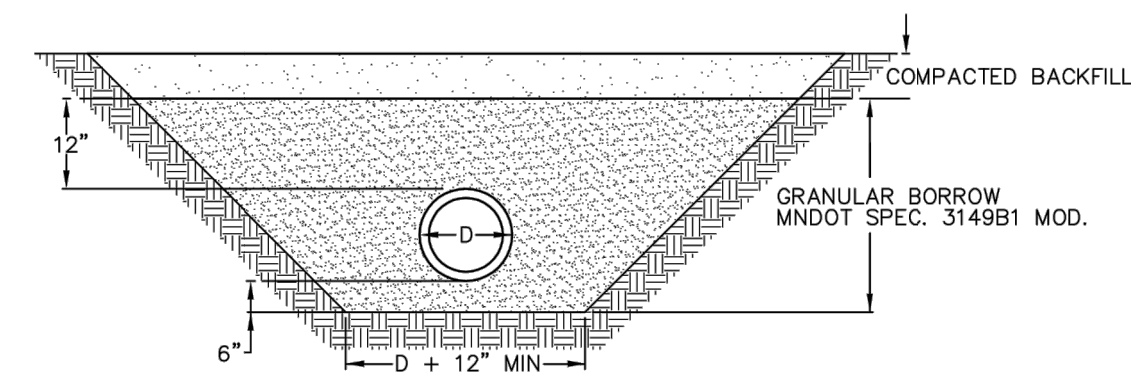
BEDDING METHODS
RCP AND DIP

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

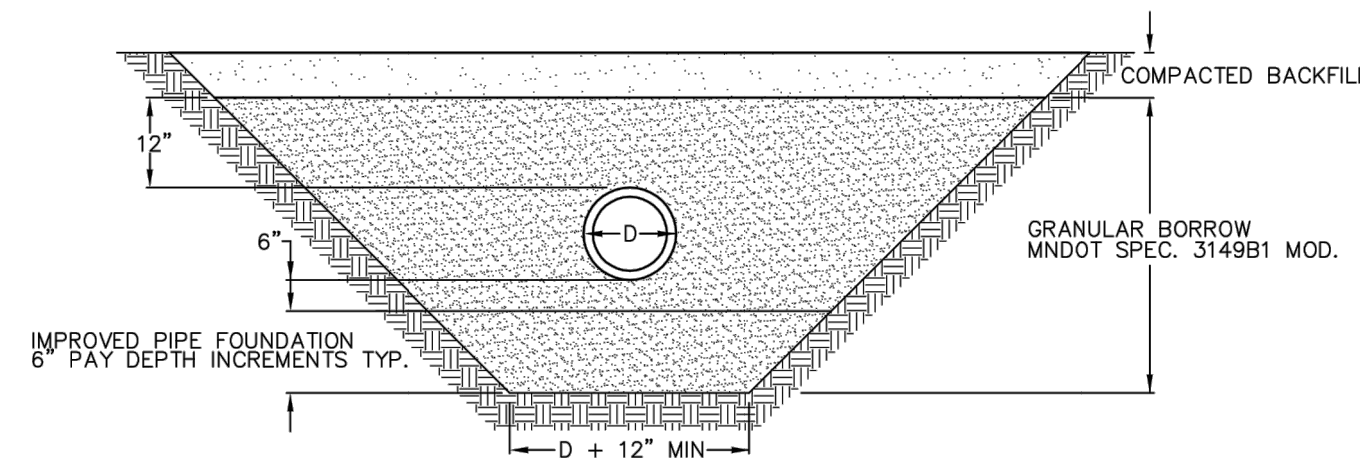
4/11

PLATE NO.
MISC-03

PIPE FOUNDATION AND BEDDING IN GOOD SOILS



PIPE FOUNDATION AND BEDDING IN POOR SOILS

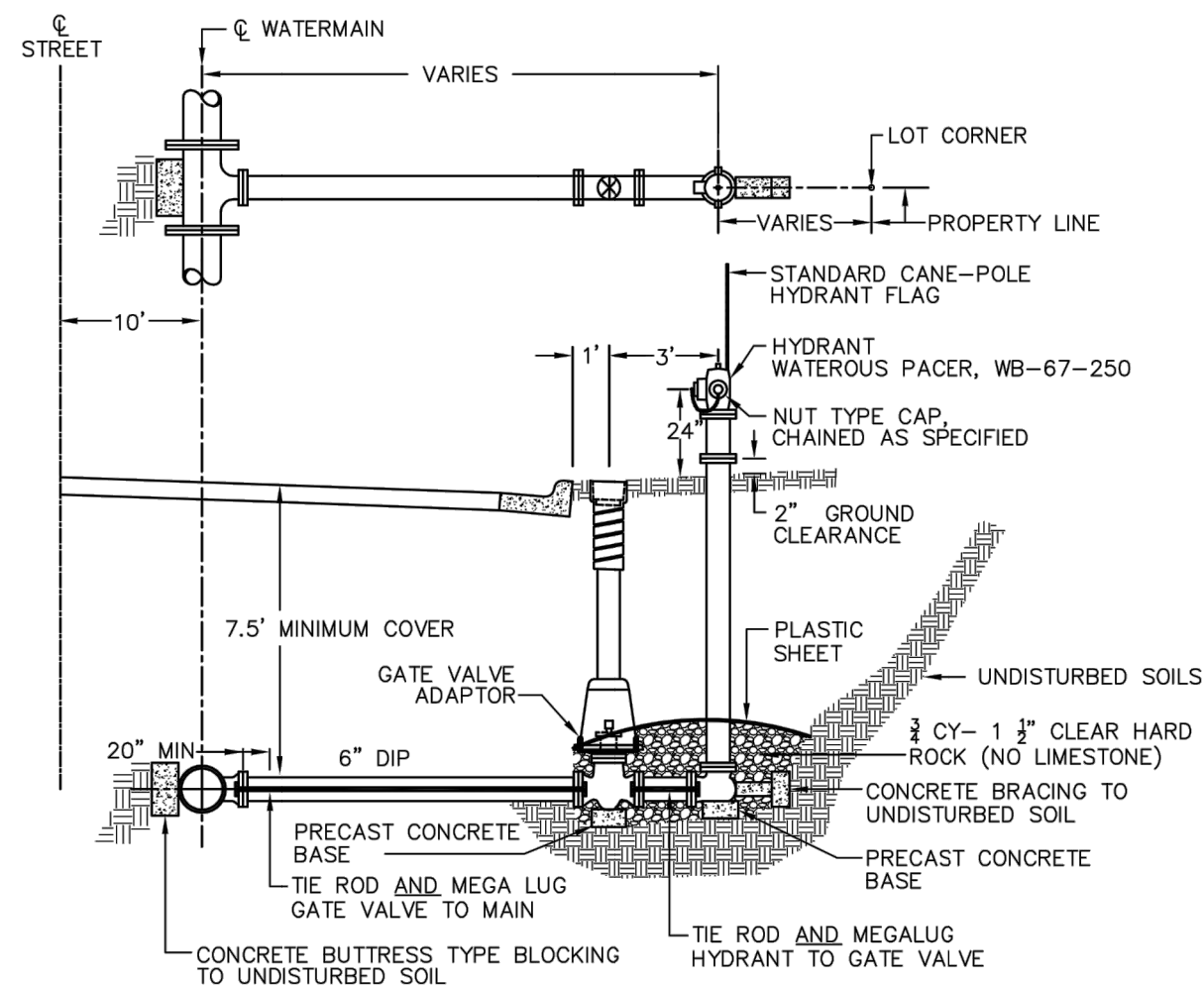


BEDDING METHODS
PVC

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

PLATE NO.
MISC-04



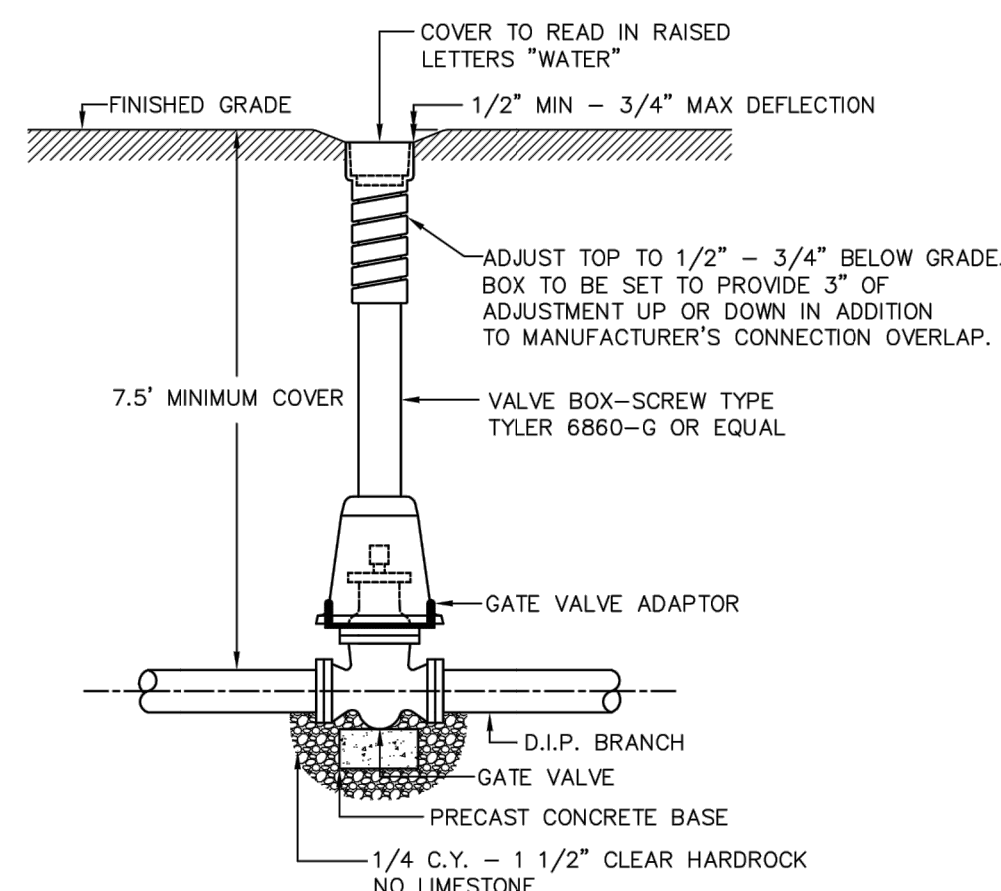
- NOTES:
- ALL HYDRANTS MUST BE 8.0' BURY UNLESS SHOWN OTHERWISE.
 - HYDRANT VALVES TO BE LOCATED 3' FROM HYDRANT.
 - GATE VALVES TO CONFORM WITH AWWA C509-80 STANDARDS.
 - TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
 - ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING, OR APPROVED EQUAL.
 - ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
 - POURED CONCRETE OR PRECAST BLOCKS TO BE USED FOR BRACING. (NO WOOD, CURBING, SIDEWALK, ETC.)
 - ALL JOINTS MUST BE RESTRAINED. GATE VALVE TO BE RODDED TO MAIN HYDRANT SHALL NOT BE RODDED TO MAIN HYDRANT.
 - VERTICAL OFFSETS ARE NOT PERMITTED WITHOUT PERMISSION OF THE ENGINEER.

HYDRANT INSTALLATION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/15

PLATE NO.
WTR-01



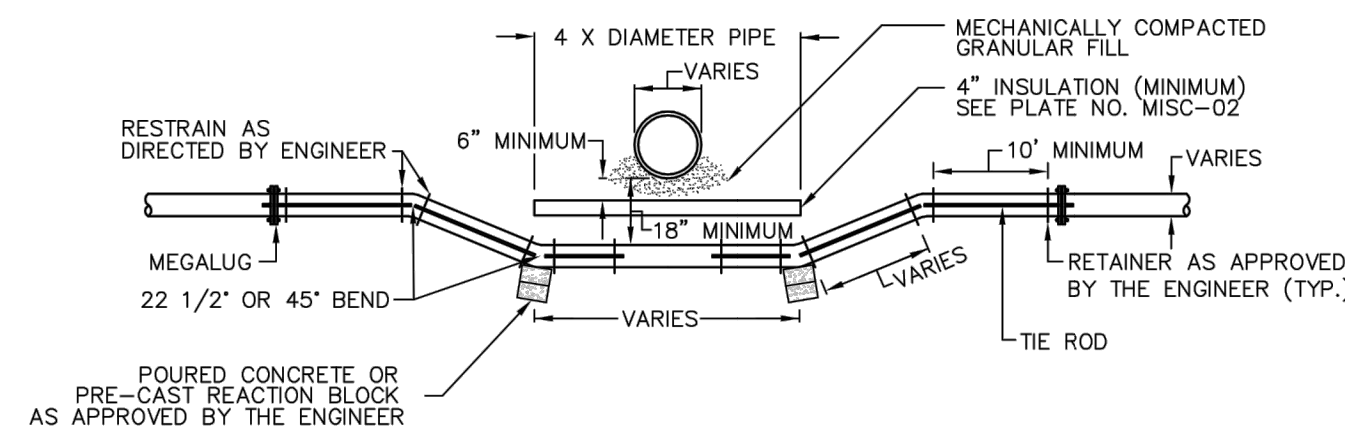
- NOTES:
- HYDRANT, STUB, & SERVICE VALVES SHALL BE RODDED TO THE MAIN.
 - GATE VALVES TO CONFORM WITH AWWA C509-80 STANDARDS.
 - TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
 - ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING, OR APPROVED EQUAL.
 - ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
 - NO INSIDE ADJUSTMENT SECTIONS ALLOWED (I.E. NO INSERTS).
 - MARKING POST SHALL BE INSTALLED AT ALL GATE VALVES LOCATED OUTSIDE OF STREET SECTIONS. SEE PLATE NO. MISC-01.

VALVE BOX INSTALLATION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

2/14

PLATE NO.
WTR-02



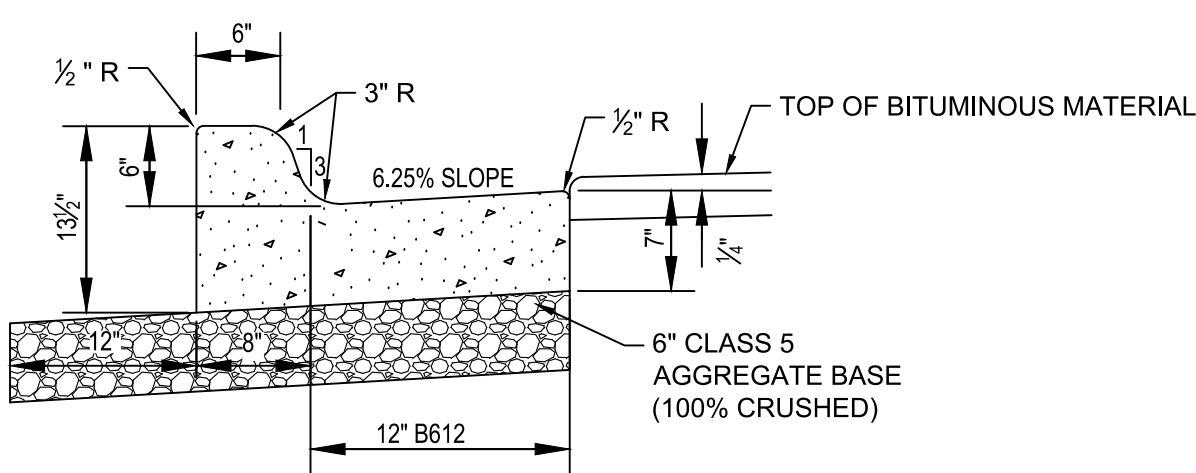
- NOTE:
- ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING (I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING OR APPROVED EQUAL)
 - TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
 - ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
 - PVC MEGALUGS WILL BE USED ON ALL CAST IRON PIPE.

WATERMAIN ADJUSTMENT

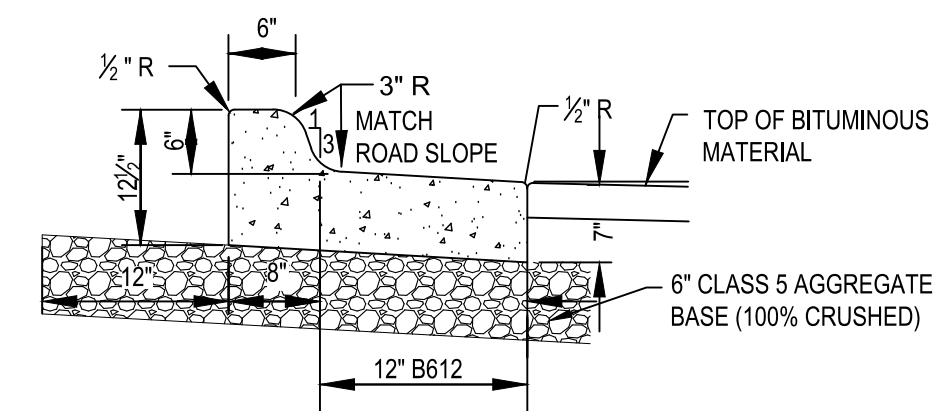
CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/11

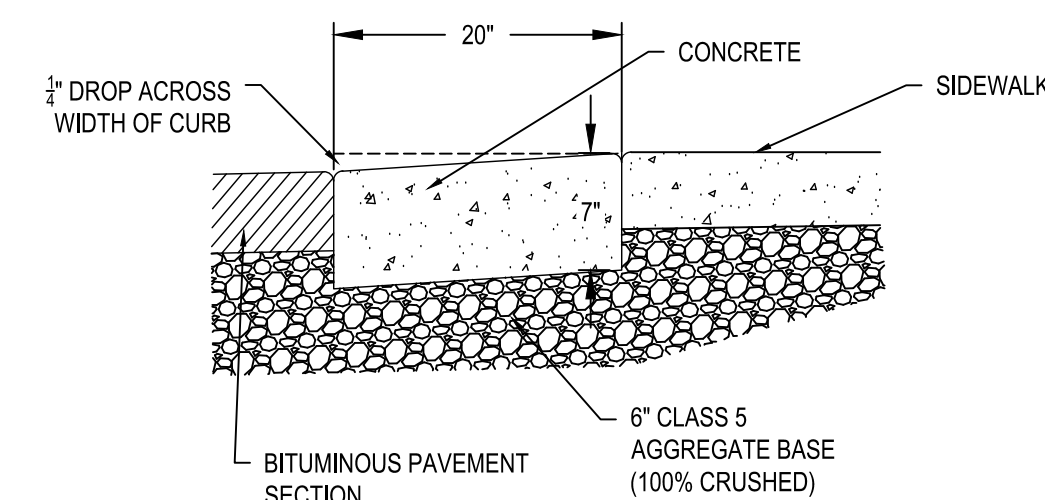
PLATE NO.
WTR-05



1
C-802
CONCRETE CURB AND GUTTER
NOT TO SCALE



2
C-802
CONCRETE CURB AND GUTTER - TIP OUT
NOT TO SCALE



3
C-802
FLAT CURB
NOT TO SCALE



WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

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ENGINEERS
www.scsengineers.com

SCS ENGINEERS

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

ISSUE NO.:

DESCRIPTION:

DATE:

CITY SUBMITAL

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.:

DWN BY:

CHKD BY:

APPD BY:

ISSUE DATE: 12/21/2020

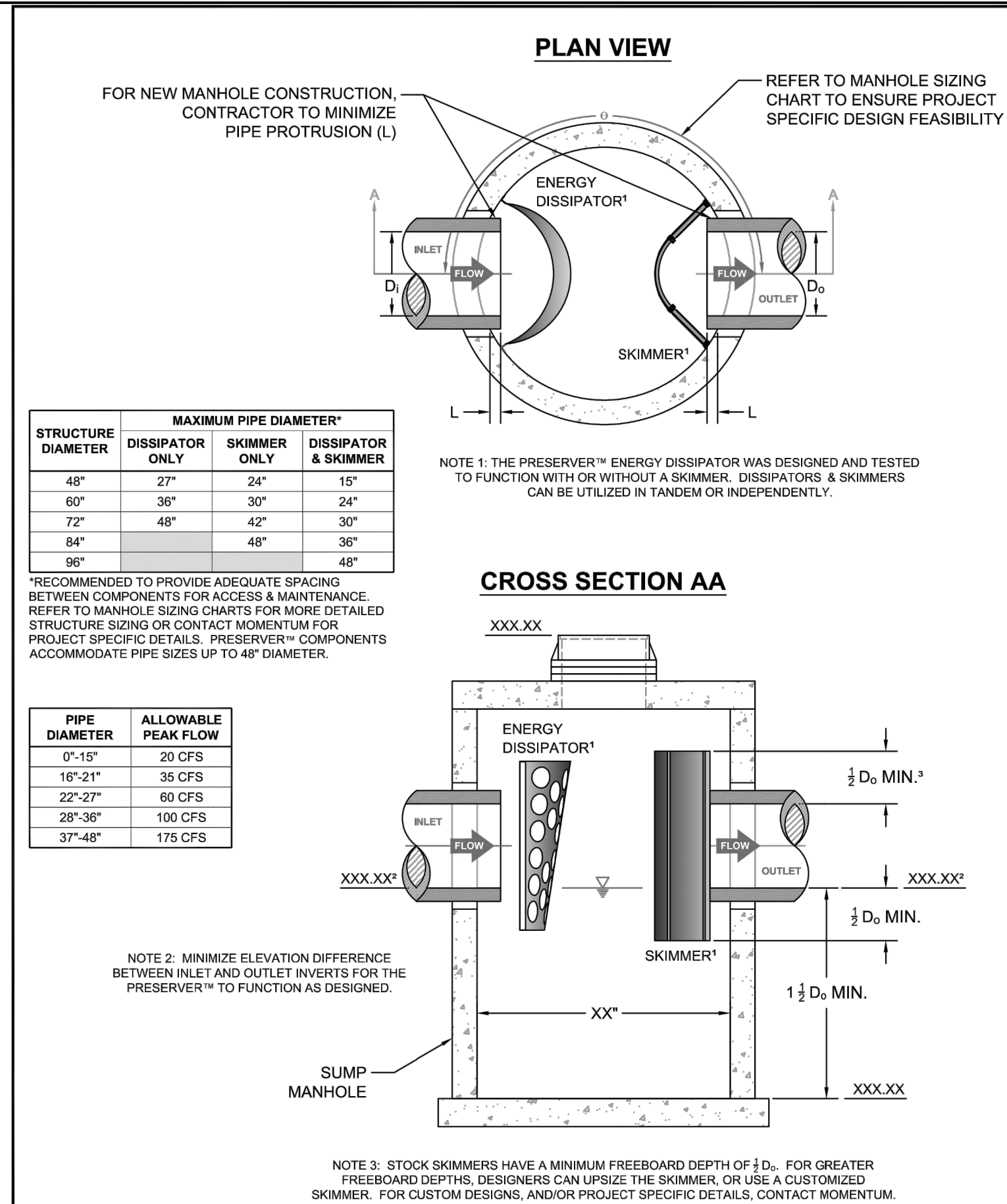
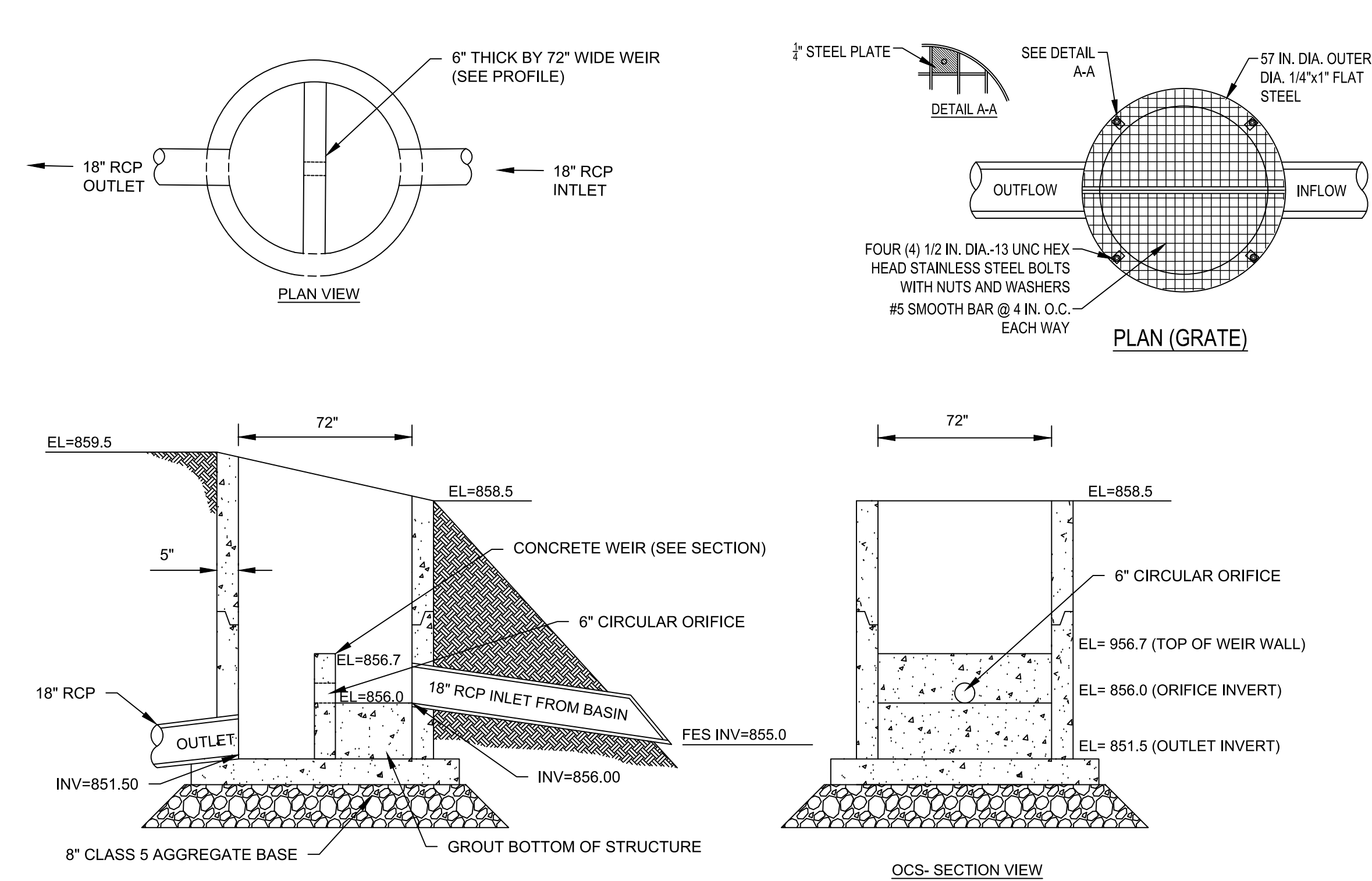
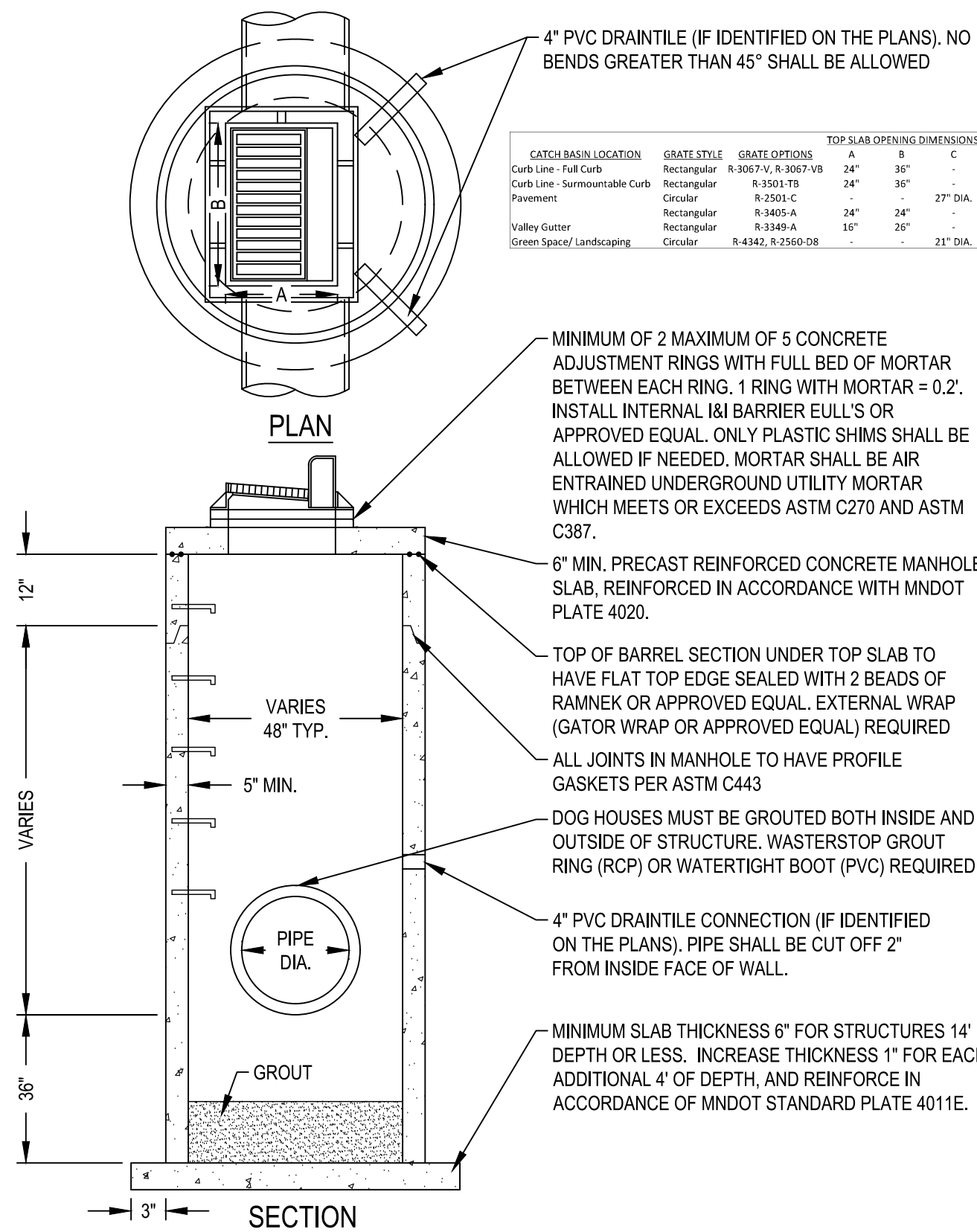
ISSUE NO.:

SHEET TITLE:

DETAILS

SHEET NO.:

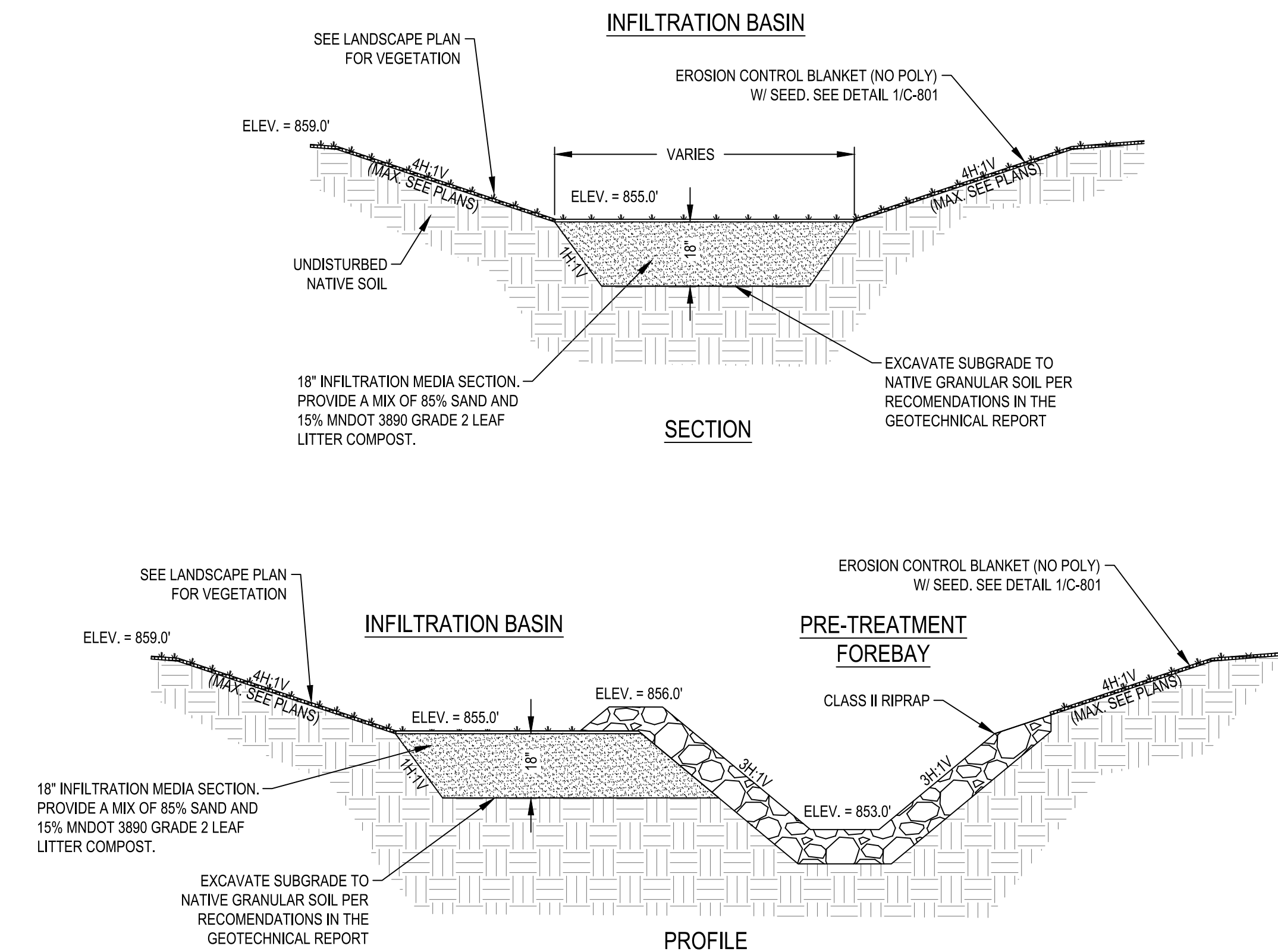
C-802



1 CATCH BASIN MANHOLE WITH SUMP
C-803 NOT TO SCALE

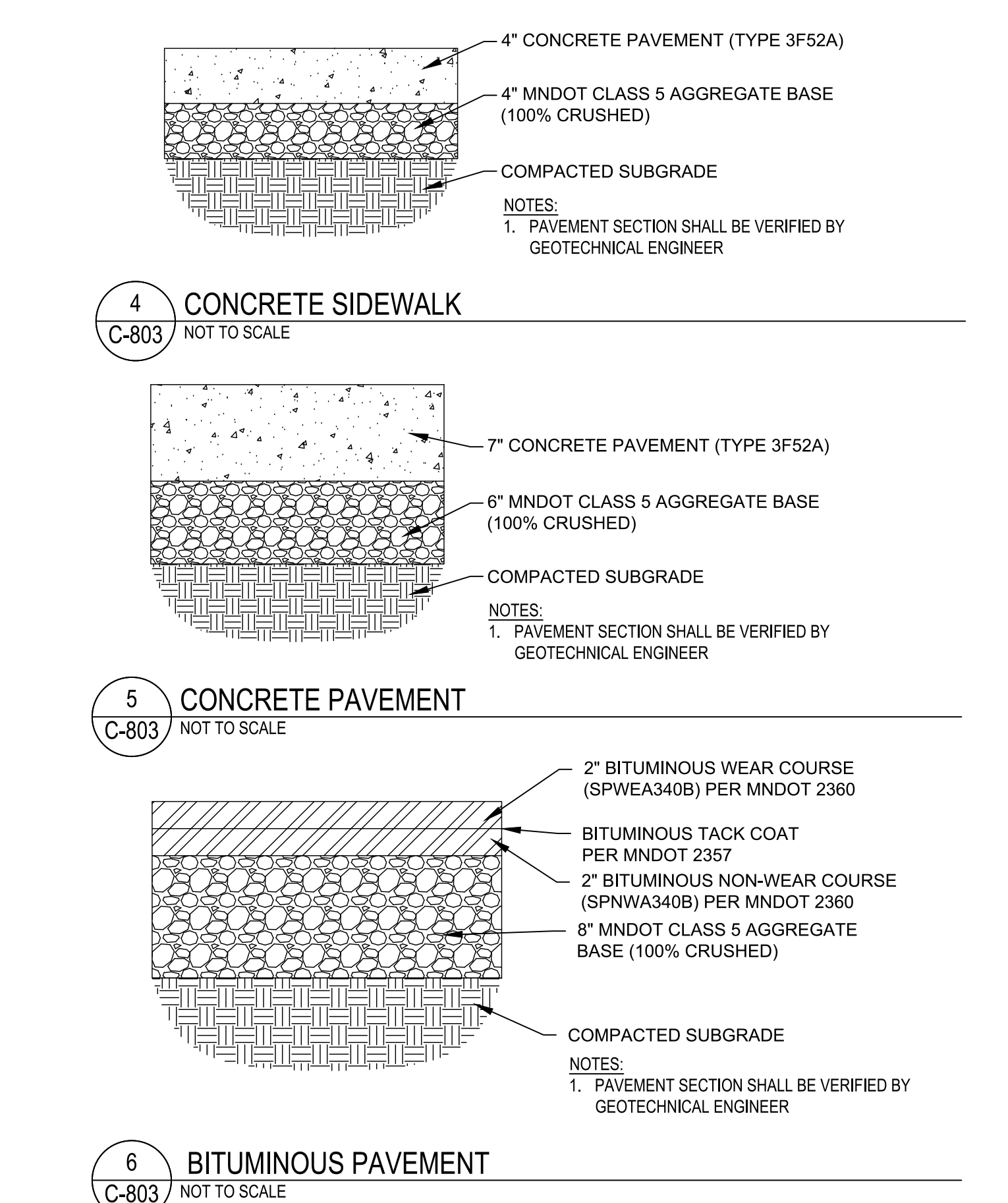
2 OUTLET CONTROL STRUCTURE (OCS)
C-803 NOT TO SCALE

3 INFILTRATION BASIN DETAILS
C-803 NOT TO SCALE



3 INFILTRATION BASIN DETAILS
C-803 NOT TO SCALE

4 EMERGENCY OVERFLOW SPILLWAY
C-803 NOT TO SCALE

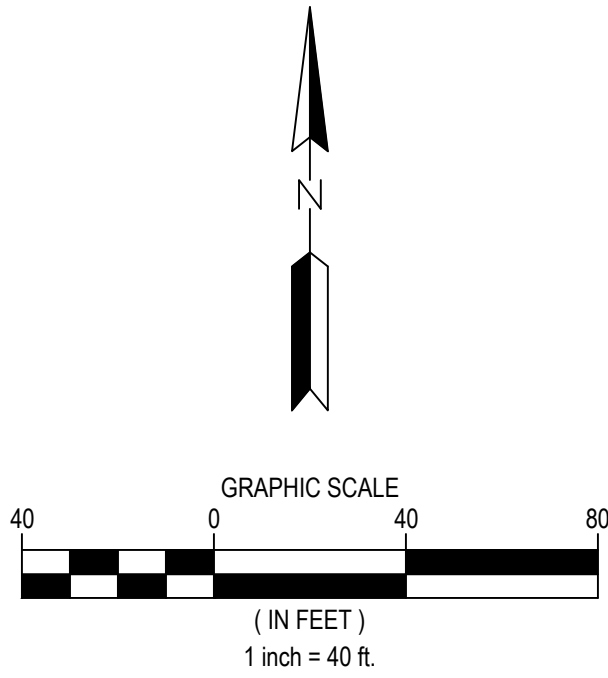
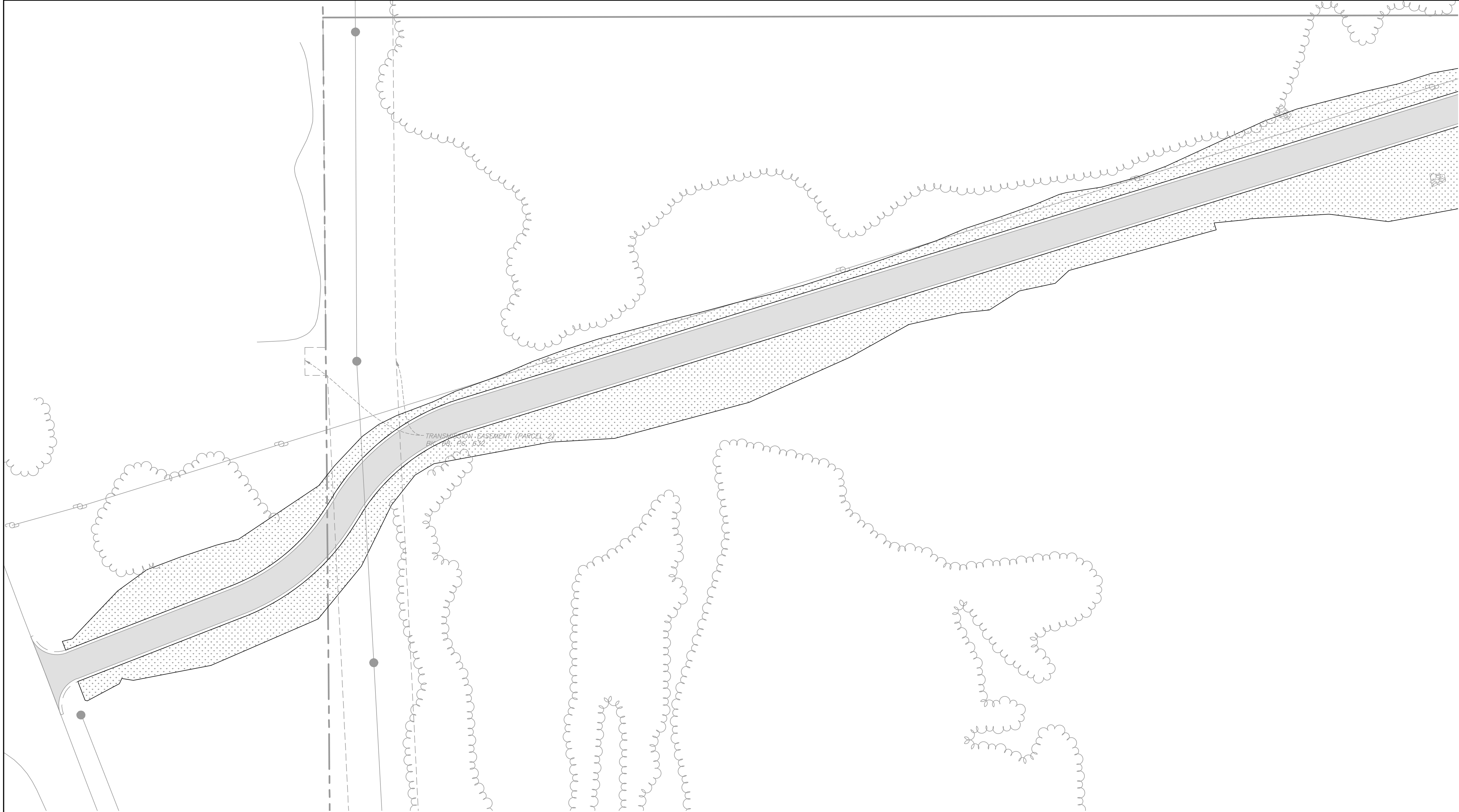


6 BITUMINOUS PAVEMENT
C-803 NOT TO SCALE

6 BITUMINOUS PAVEMENT
C-803 NOT TO SCALE

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N:\17251 SCS Engineers\20500 Fortistar RNG Expansion\5. DESIGN\ CAD\3 PLANS\HETS\1-101 LANDSCAPE PLAN.dwg 12/21/2020 PAT W. SYDEM



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- MINNESOTA STATE SEED MIX 25-131 LOW MAINTENANCE TURF

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED

STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

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SCS ENGINEERS

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

DATE:	DESCRIPTION:	ISSUE NO.:
12/21/2020	CITY SUBMITTAL	1

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: MDH CHK'D BY: PWS APP'D BY: JTW

ISSUE DATE: 12/21/2020

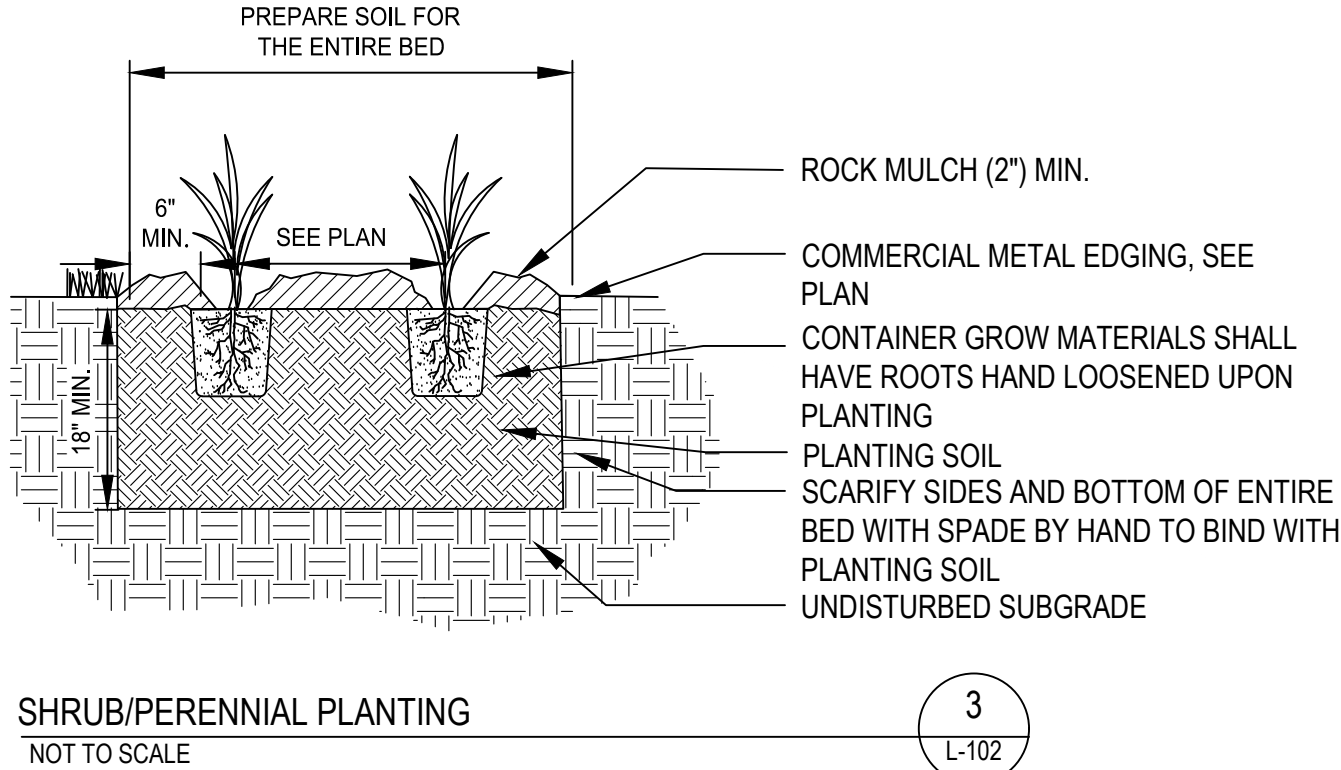
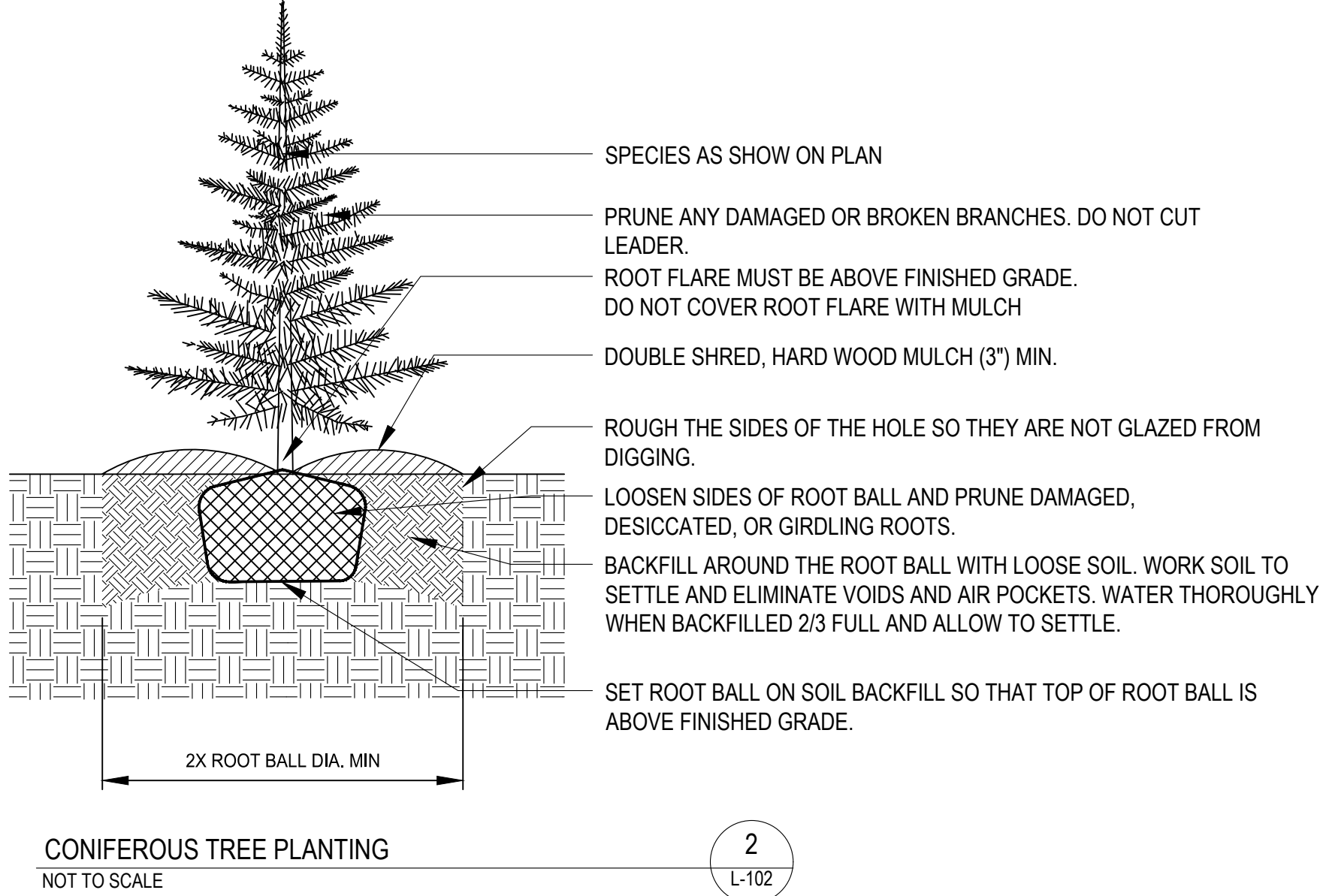
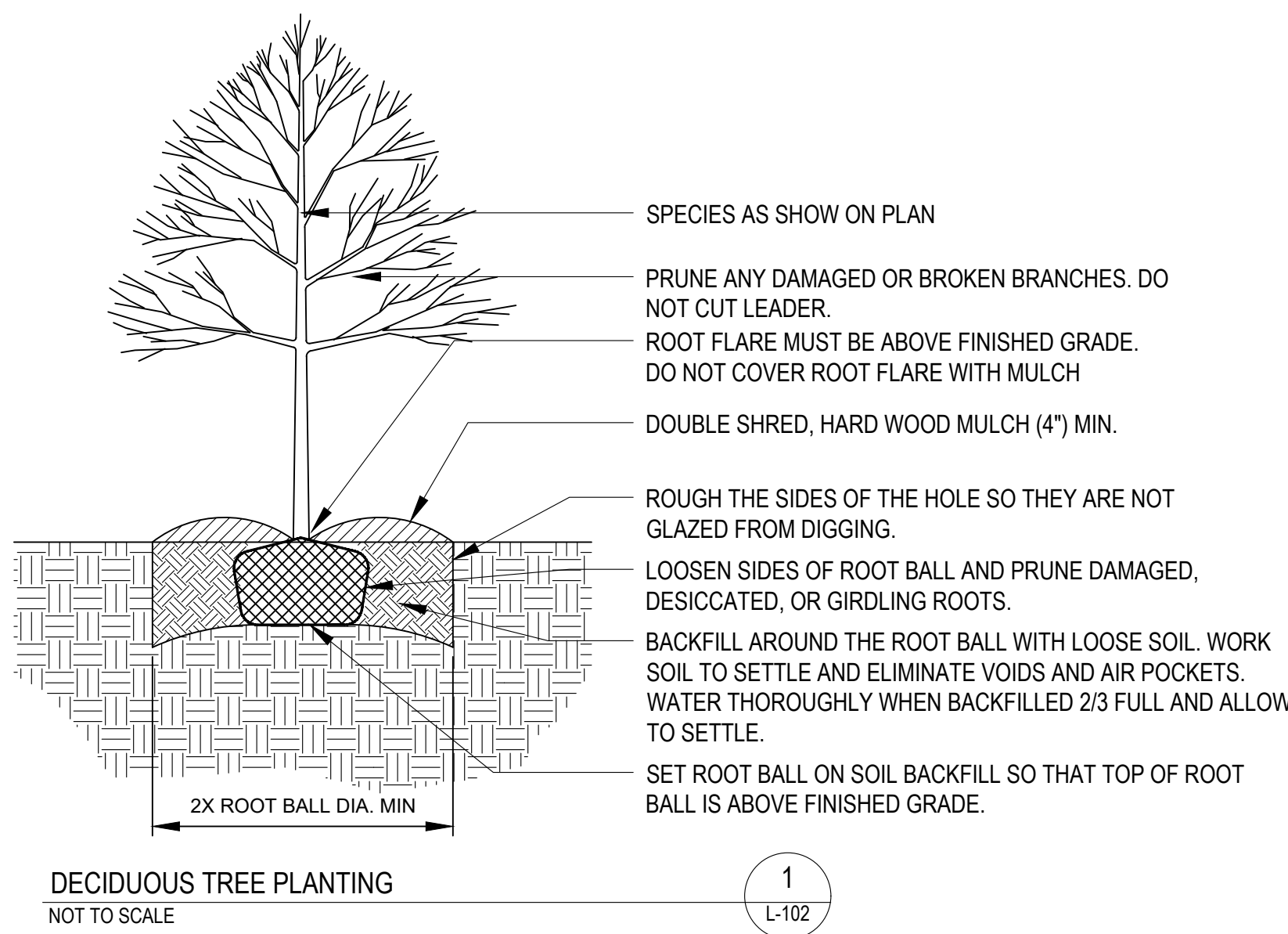
ISSUE NO.: 1

SHEET TITLE:

WEST LANDSCAPE PLAN

SHEET NO.:

L-101



LANDSCAPE NOTES

1. TREES AND SHRUBS SHALL BE PROVIDED IN THE QUANTITY, SIZE, GENUS, SPECIES, AND VARIETY AS CHOSEN BY THE OWNER/OWNER AS LISTED ON THE LANDSCAPE PLAN L 101.
2. TREES AND SHRUBS SHALL BE HEALTHY, VIGOROUS STOCK, GROWN IN RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS.
3. OWNER RETAINS THE RIGHT TO INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK.
4. NURSERY STOCK SHALL BE DELIVERED DIRECTLY FROM NURSERY. HEEL IN IMMEDIATELY UPON DELIVERY IF NOT TO BE PLANTED WITHIN FOUR HOURS, COVERING WITH MOIST SOIL OR MULCH TO PROTECT FROM DRYING. STORE PLANTS IN SHADE AND PROTECT FROM WEATHER.
5. PROTECTION FROM EXTREMES IN EXPOSURE AND ROUGH HANDLING SHALL BE PROVIDED FOR ALL PLANT MATERIALS DURING TRANSPORT AND STORAGE.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER 48 HOURS PRIOR TO PLANTING SO THAT A MUTUALLY AGREEABLE TIME MAY BE ARRANGED FOR INSPECTION.
7. LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS WITH STAKES CENTERED AT PROPOSED PLANTING LOCATIONS FOR APPROVAL BY OWNER.
8. DO NOT START PLANTING WORK UNTIL LAYOUT IS APPROVED BY THE OWNER.

TURF RESTORATION NOTES

1. EDGE RESTRAINT BETWEEN PLANTING BEDS AND TURF SHALL BE BLACK COMMERCIAL GRADE LANDSCAPE EDGING BY COL-MET OR APPROVED EQUAL, 6"x12 GAUGE STEEL.
2. THE ESTABLISHMENT PERIOD FOR SOD SHALL BEGIN IMMEDIATELY AFTER INSTALLATION, WITH THE APPROVAL OF THE OWNER, AND CONTINUE UNTIL THE DATE THAT THE OWNER PERFORMS A FINAL INSPECTION.
3. THE ESTABLISHMENT PERIOD FOR SODDED AREAS IS 1 YEAR.
4. SOD SHALL CONFORM TO MNDOT SPEC. 3878.2.A MINERAL SOD; SOD SPECIES COMPOSITION SHALL BE MINNESOTA STATE SEED MIX 25-151 - HIGH MAINTENANCE TURF.
5. FERTILIZER SHALL CONFORM TO MNDOT SPEC. 3881, TYPE 2 PHOSPHOROUS-FREE.
6. FERTILIZER SHALL HAVE A FORMULA (N-P-K) AS DETERMINED BY THE RESULTS OF A SOIL TEST. CONTRACTOR TO CONDUCT SOIL TEST AND PROVIDE RESULTS ALONG WITH RECOMMENDED FERTILIZER FORMULA TO OWNER FOR REVIEW AND APPROVAL PRIOR TO APPLICATION.
7. TOPSOIL SHALL BE SALVAGED AND IMPORTED AS NEEDED AND CONFORM TO MNDOT SPEC. 3877.2B LOAM TOPSOIL BORROW. TOPSOIL SHALL BE SCREENED, PULVERIZED, AND CONTAIN LESS THAN 30% CLAY.
8. 6" OF TOPSOIL SHALL BE PLACED IN ALL SEEDING AREAS.
9. INSTALLATION OF SOD SHALL OCCUR WITHIN ONE (1) WEEK OF COMPLETING THE GRADING.
10. PLACE ALL SOD STRIPS WITH LONG EDGES PARALLEL TO THE CONTOURS. STAGGER ALL JOINTS ALTERNATELY WITHOUT SPACE BETWEEN. SECURE THE SOD TO SLOPES WITH BIODEGRADABLE ANCHOR SYSTEMS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR WATER DURING THE PLANTING ESTABLISHMENT PERIOD.

INSPECTION AND ACCEPTANCE

1. LANDSCAPE WORK WILL BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO THE OWNER, PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE, FOR THE PORTION IN QUESTION.
2. AT THE CONCLUSION OF THE ESTABLISHMENT PERIOD, WHICH WILL BE ONE YEAR FOLLOWING INITIAL INSTALLATION A FINAL INSPECTION OF PLANTING WILL BE MADE TO DETERMINE THE CONDITIONS OF AREAS SPECIFIED FOR LANDSCAPING.
3. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.

PLANTING NOTES

1. UPON APPROVAL OF STAKING LOCATIONS CONTRACTOR SHALL EXCAVATE PLANTING HOLES CENTERED AT STAKED LOCATIONS.
2. DIG HOLES AS DETAILED AND TO A DIAMETER A MINIMUM OF TWO TIMES THE DIAMETER OF THE ROOT BALL OR CONTAINER.
3. REMOVE STICKS, RUBBISH, FOREIGN MATERIALS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSIONS.
4. SET BALLED AND BURLAPPED (B&B) STOCK ON LAYER OF COMPACTED PLANTING SOIL MIXTURE, PLUMB AND IN CENTER OF PIT OR TRENCH WITH TOP OF ALL AT SAME ELEVATION AS ADJACENT FINISHED LANDSCAPE GRADES.
5. ROOT FLARE OF THE TREE MUST BE ABOVE FINISHED GRADE.
6. CUT ALL CORDS AND TWIN AND REMOVE WIRE BASKET AND BURLAP FROM TOP AND SIDES OF BALLS; RETAIN BURLAP ON BOTTOMS.
7. WHEN SET, PLACE ADDITIONAL PLANTING SOIL BACKFILL AROUND BASE AND SIDES OF BALL, AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS.
8. WHEN EXCAVATION IS APPROXIMATELY 2/3 FULL, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL.
9. REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING FINAL LAYER OF BACKFILL.
10. FOR CONTAINER GROWN STOCK, SAME AS FOR BALLED AND BURLAPPED STOCK, EXCEPT CUT CONTAINERS ON SIDES INTO QUARTERS WITH SHEAR. REMOVE CONTAINER BEFORE SETTING PLANT SO AS NOT TO DAMAGE ROOT BALLS.
11. WATER EACH PLANT WITHIN 2 HOURS OF PLANTING.
12. ALL PLANTINGS TO BE MULCHED UNLESS OTHERWISE NOTED ON THE PLAN.
13. PLACE 4-INCH THICKNESS OF MULCH AROUND TREES AND SHRUBS WITHIN A PERIOD OF 48 HOURS AFTER THE SECOND WATERING.
14. DO NOT PLACE MULCH IN DIRECT CONTACT WITH TRUNKS OR STEMS.

MAINTENANCE NOTES

1. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.
2. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING.
3. MAINTAIN TREES AND BUSHES INCLUDING WATERING FOR ONE YEAR AFTER ACCEPTANCE BY OWNER. IT IS CONTRACTORS RESPONSIBILITY FOR COORDINATE WATERING.
4. TRIM, PRUNE, REMOVE CLIPPINGS AND DEAD OR BROKEN BRANCHES, AND TREAT PRUNED AREAS AND OTHER WOUNDS.
5. IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE TREES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT POSITION THROUGHOUT THE ONE-YEAR GUARANTEE PERIOD.

GUARANTEE AND REPLACEMENTS

1. PLANT MATERIAL SHALL BE GUARANTEED FOR ONE FULL YEAR AFTER OWNER ACCEPTANCE AND SHALL BE ALIVE AND IN SATISFACTORY CONDITION AT THE END OF THE GUARANTEE PERIOD. SUCH GUARANTEE EXCLUDES VANDALISM.
2. AT THE END OF THE ONE-YEAR GUARANTEE PERIOD, INSPECTION WILL BE MADE BY THE OWNER UPON WRITTEN NOTICE BY THE CONTRACTOR AT LEAST FIVE DAYS BEFORE THE ANTICIPATED DATE. ANY PLANT MATERIAL REQUIRED UNDER THE CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY CONDITION, AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE, AND SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT DURING THE NORMAL PLANTING SEASONS.
3. THE OPINION OF THE OWNER SHALL GOVERN IN ANY AND ALL DISPUTES BY THE CONTRACTOR REGARDING THE CONDITION AND DISPOSITION OF UNSATISFACTORY MAINTENANCE PROCEDURES OR REJECTED PLANTS.
4. ALL REPLACEMENTS SHALL BE PLANT MATERIAL OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. REPLACEMENT COSTS SHALL BE BORNE BY THE CONTRACTOR.
5. REPLACEMENT PLANTINGS REQUIRED AT THE END OF THE GUARANTEE PERIOD ARE NOT TO BE GUARANTEED. THE PLANT MATERIAL IS SUBJECT TO INSPECTION AND REJECTION BY THE OWNER BEFORE AND AFTER PLANTING.

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**PINE BEND RNG LLC
PINE BEND RENEWABLE NATURAL GAS PLANT
PRODUCTION FACILITY
117TH STREET EAST
INVER GROVE HEIGHTS, MN 55077**

GENERAL

GENERAL DRAWINGS

G-000	GENERAL COVER SHEET	B	12-21-20
G-100	GENERAL ARRANGEMENT	B	12-21-20
G-410	WALL SECTION	B	12-21-20

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3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 426-9544

NAME: _____
EXPIRATION DATE: _____
PROFESSIONAL ENGINEER

PROJ. NO.	06219020.01
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1	DWN. BY:	DL
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ACAD FILE:	
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DSN. BY: DL

CHK. BY:	RN
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APP. BY: JF

CLIENT

**PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10601**

SHEET TITLE

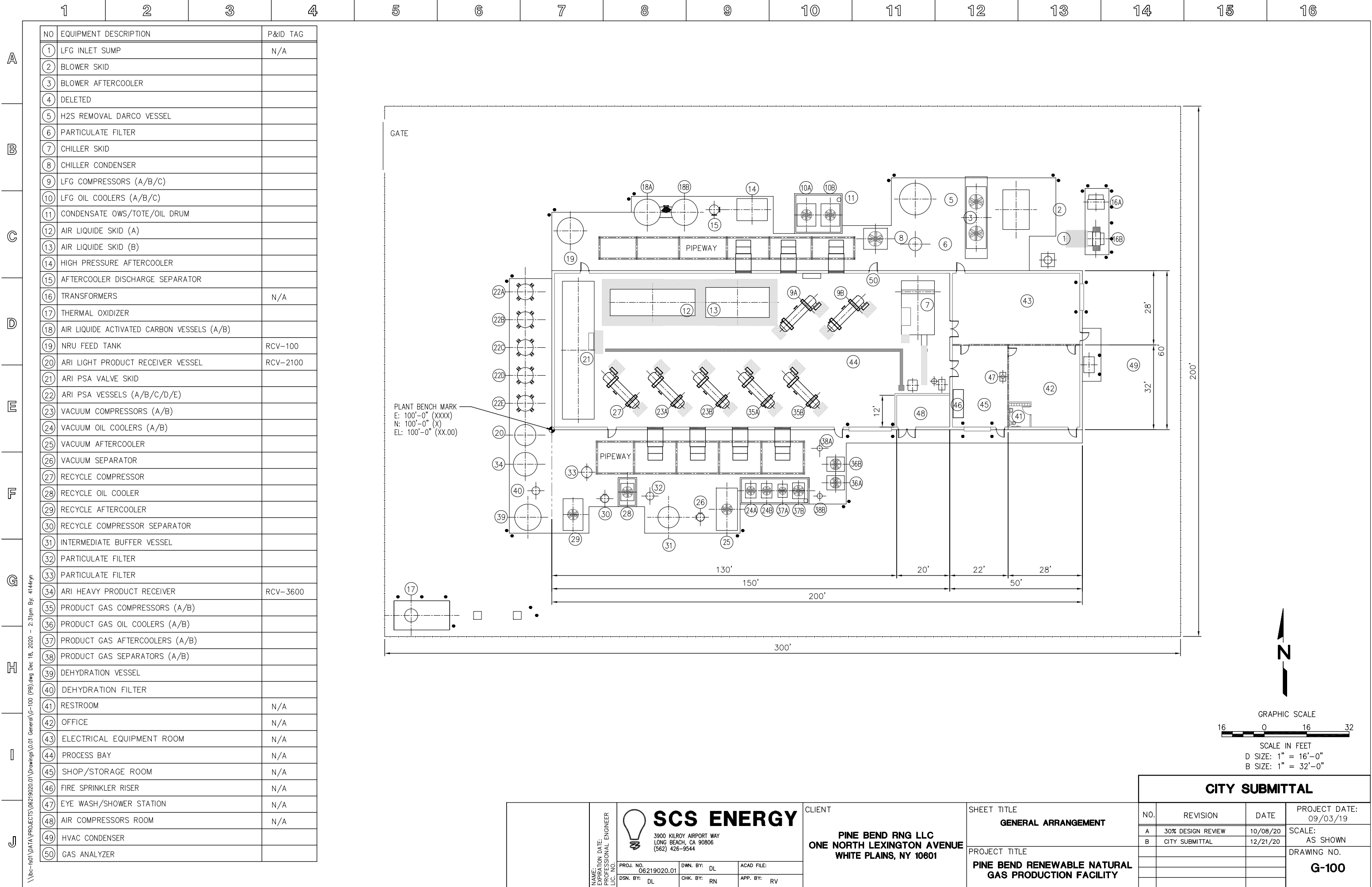
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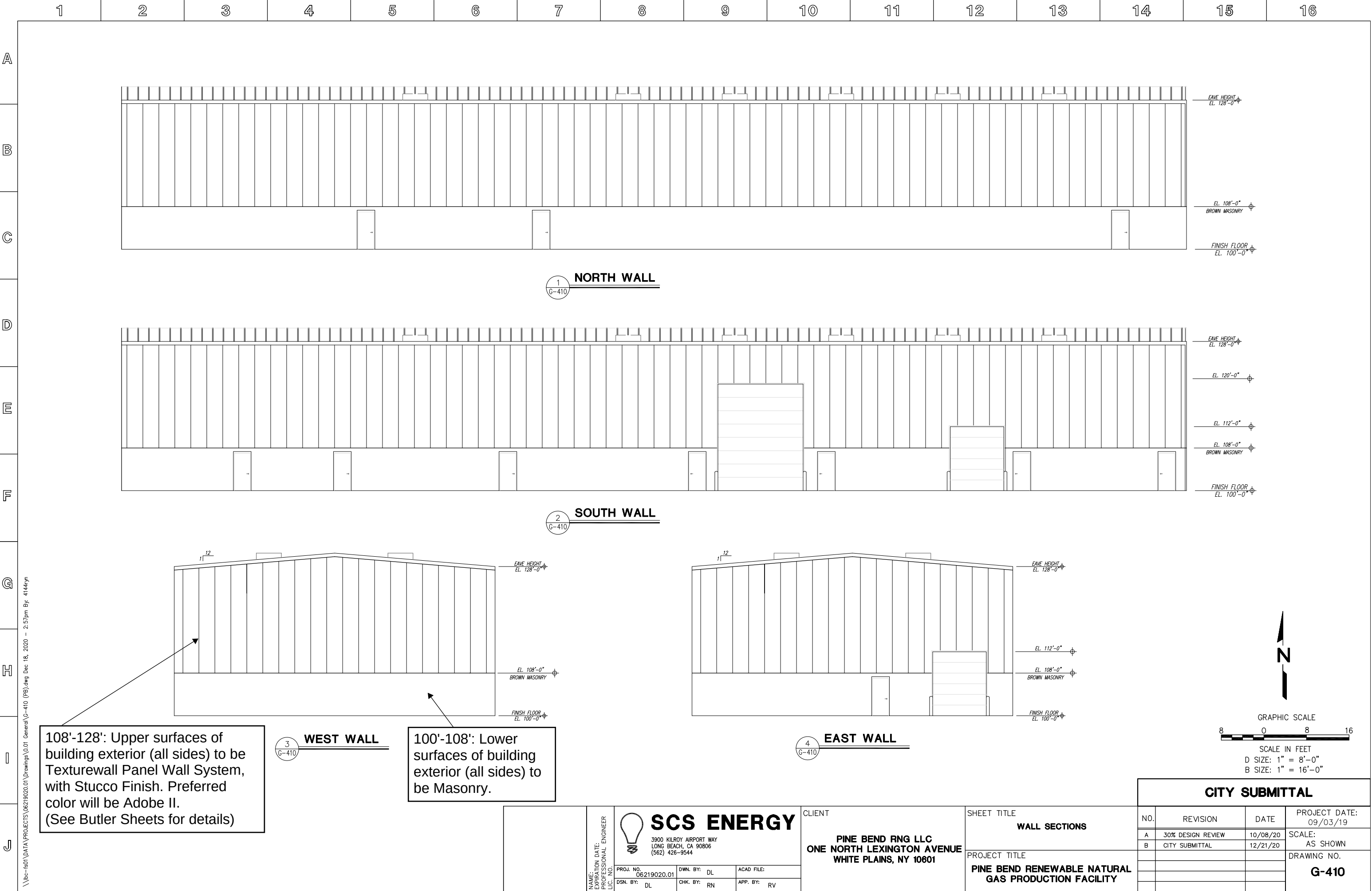
E	PROJECT TITLE

**PINE BEND RENEWABLE NATURAL
GAS PRODUCTION FACILITY**

CITY SUBMITTAL

NO.	REVISION	DATE	PROJECT DATE: 09/03/19
A	30% DESIGN REVIEW	10/08/20	SCALE:
B	CITY SUBMITTAL	12/21/20	AS SHOWN
			DRAWING NO.
			G-000





1
G-410
NORTH WALL

2
G-410
SOUTH WALL

3
G-410
WEST WALL

4
G-410
EAST WALL

108'-128': Upper surfaces of building exterior (all sides) to be Texturewall Panel Wall System, with Stucco Finish. Preferred color will be Adobe II. (See Butler Sheets for details)

100'-108': Lower surfaces of building exterior (all sides) to be Masonry.

NAME:
EXPIRATION DATE:
PROFESSIONAL ENGINEER
LIC. NO.:



SCS ENERGY

3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 428-9544

PROJ. NO. 06219020.01	DWN. BY: DL	ACAD FILE:
DSN. BY: DL	CHK. BY: RN	APP. BY: RV

CLIENT
**PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10801**

SHEET TITLE
WALL SECTIONS

PROJECT TITLE
**PINE BEND RENEWABLE NATURAL
GAS PRODUCTION FACILITY**

CITY SUBMITTAL				
NO.	REVISION	DATE	PROJECT DATE: 09/03/19	
A	30% DESIGN REVIEW	10/08/20	SCALE: AS SHOWN	
B	CITY SUBMITTAL	12/21/20	DRAWING NO. G-410	

INFORMATION ONLY



TEXTUREWALL™ PANEL WALL SYSTEM

Add a classic stucco appearance with lasting durability and enhanced efficiency.

The classic beauty of stucco. The enhanced performance of a Butler® building system. You can add this attractive combination of benefits with the TextureWall™ panel wall system. The textured look of this system makes it particularly ideal in instances where local building ordinances require a masonry or stucco exterior.

Choose the TextureWall system to add the beauty of stucco in applications such as retail centers, churches, recreational and community facilities, and more.

CREATE CLASSIC BEAUTY

The exterior face of the TextureWall system features the Texture-Cote™ finish system—a hard aggregate-fiber-reinforced polymer finish that creates its characteristic stucco appearance. The metal interior face is finished in an attractive, virtually flat finish with a polyester white color that is USDA approved. This can act as a finished interior wall or can be used for the application of other wall materials.

CUSTOMIZE THE LOOK

The rich textured surface of the Texture-Cote finish system is available in four attractive color options. Each is designed to complement other building materials, including Butler wall and roof systems. And with its 42-inch panel width, the TextureWall system creates a stunning monolithic stucco appearance.



Aspen White II

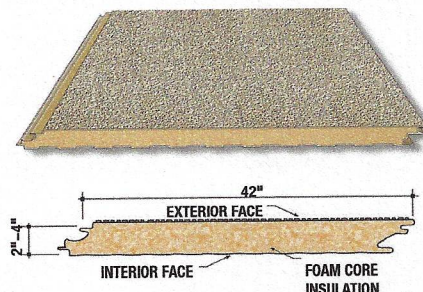
Adobe II



White II

Gray II

Note: Colors shown may vary from actual samples due to variations in the printing process. Colors and color availability subject to change without notice.



ASSURE LASTING DURABILITY

The TextureWall system's durable surface resists the effects of impact, abrasion, and harsh weather. And unlike field-applied finishes that are vulnerable to damp or cold weather during installation, TextureWall panels can be erected in virtually any weather condition.

BUILT-IN ENERGY EFFICIENCY

The TextureWall system's factory-installed foam core insulation and thermal break joint design

deliver excellent energy efficiency, with an R-value from 15 to 32 depending on panel thickness. The factory-applied joint sealant provides a complete wall system weather barrier. Panels are offered in 2- to 4-inch thicknesses.

FAST INSTALLATION

Installation of the Texture-Cote system can be performed from the exterior of the building, which saves time and money.

COMPARE OUR WARRANTY

While many field-applied systems offer a prorated 5-year warranty on the coating material only, Butler stands behind the Texture-Cote finish system with a full 10-year warranty on material and application.

TEXTUREWALL™ PANEL WALL SYSTEM

PANEL-TO-STRUCTURE ATTACHMENT

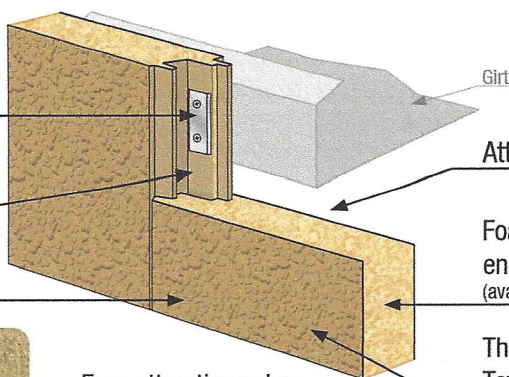
Concealed clip provides easy exterior installation and clean look

Thermal break joint to enhance energy efficiency

The classic textured look of stucco, with a 10-year finish warranty



Four attractive colors



Attractive interior surface

Foam core insulation to enhance energy efficiency (available in 2"-4" thicknesses)

The added durability of the Texture-Cote™ finish system



KEY BENEFITS

- ✓ The classic textured look of stucco satisfies many local building codes requiring masonry or stucco exteriors
- ✓ 10-year finish warranty
- ✓ Can be erected in virtually all weather conditions
- ✓ Foam core insulation and thermal break joint enhance energy efficiency
- ✓ Attractive interior metal panel provides finished look without the need for additional materials
- ✓ The added durability of the Texture-Cote™ finish system
- ✓ Four attractive colors
- ✓ Wide 42" panels create a monolithic appearance



BUTLER OFFERS YOU MORE

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

Maximize your building's performance with a complete Butler® system solution

- Innovative structural, wall, and roof systems
- Precision engineered for seamless integration



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Form No. 5218 03/17



Request for Council Action

TITLE: First Reading of Ordinance Amending City Code Title 5, Chapter 4, Section 2(B)(3) Related to Notification Requirements for Chicken License Renewal Applications

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 22, 2021	None	x
Item Type:	Regular-Administration	Amount included in current budget	
Contact:	Nicole Cook, Rental and Code Compliance Coordinator	Budget amendment requested	
Prepared by:	Nicole Cook	FTE included in current complement	
Reviewed by:	Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The City Code authorizes the keeping of chickens in certain residential zoning districts pursuant to a chicken license. At the time of initial license application, the City Code requires that all owners of property directly abutting the property on which the chickens are proposed to be kept receive notification of the license application and are provided with the opportunity to object to issuance of a chicken license. Staff are proposing a revision to the existing city code which will eliminate the need to mail notice of a renewal license application to abutting property owners, unless the applicant is proposing to add additional chickens or modify existing chicken coop structures and/or chicken runs.

SUMMARY:

Consider the first reading of an ordinance amending the provisions of City Code Title 5, Chapter 4, Section 2(B)(3) related to the notification requirements for chicken license renewal applications.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE
5, CHAPTER 4, SECTION 2(B)(3) RELATED TO NOTIFICATION
REQUIREMENTS FOR CHICKEN LICENSE RENEWAL APPLICATIONS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 5, Chapter 4, Section 2(B)(3) of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

B. Chickens On Urban Residential Lots:

3. Notice To Surrounding Property Owners: Once the City Clerk receives a complete application from an applicant, the City Clerk shall provide written notice of and include a copy of said application to those owners of properties directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the County Treasurer. This notification requirement shall only apply to an application for an initial license to keep chickens and shall not apply to applications for renewal of an existing license unless the applicant is seeking to increase the number of chickens to be kept on the property or to relocate, expand, or otherwise modify the location of an existing chicken coop and/or run.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

Meeting Date:

Item Type: Regular Agenda

Contact:

Prepared by: Joe Lynch, City Administrator

Reviewed by: Heather Rand, Janet Shefchik, Scott Thureen

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Council is asked to act on the interim services for the positions of City Administrator and Public Works Director.

SUMMARY:

Council is to determine a direction on what to do about an Interim City Administrator and Interim Public Works Director. These positions are needed to give oversight, management, supervision and help make decisions during the period between the departure of the current incumbents in these positions until they can be filled on a permanent basis.

As you learned at the January 19th meeting, there is an individual who is willing to serve as Interim City Administrator: Community Development Director Heather Rand. This recommended solution is supported by the management team.

In consultation with the department heads, Ms. Rand, and the HR manager, I recommend you appoint Ms. Rand as the Interim City Administrator and the Council work with her on the terms and conditions for the position.

Council directed staff to bring forward information on solutions for the Interim Public Works Director at this meeting.

The duties that we would need from these firms would be as follows:

- Timely preparation and submission of materials for the City Council agenda
- Oversight and coordination with Utility and Street Maintenance Superintendent on any operational or policy issues and bringing them forward to the City Administrator/Interim Administrator
- Coordinate invoice payment.
- Communicate with and ensure all customer concerns/complaints are addressed in a timely manner.

Coordinate with other consultant firms with ongoing projects, studies, or programs currently in place to ensure they are making progress.

The recommended option is one from the firm of WSB. They have an individual who has previous experience in a Public Works Director role with previous cities. The firm has offered to charge the city a flat retainer rate of \$4,750/month. If there are other services needed above and beyond those specified, they would charge the individual out at the agreed upon rate of \$110/hr.

Scott Thureen and I recommend that the Council accept the flat fee arrangement and contract with WSB to provide Interim Public Works Director services. The Agreement language is enclosed for your review to approve the Interim Public Works Director services.

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

RESOLUTION NO. _____

RESOLUTION NAMING INTERIM CITY ADMINISTRATOR AND SETTING SALARY

WHEREAS, the City Administrator position will be vacant as of March 1, 2021; and

WHEREAS, the City will be searching for a new City Administrator, which may take several months; and

WHEREAS, Community Development Director Heather Rand has agreed to serve as Interim City Administrator until such time as the Council hires a permanent City Administrator; and

WHEREAS, in light of the new responsibilities associated with the assumption of the Interim City Administrator role, it is appropriate to adjust the Community Development Director's Salary accordingly.

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

1. Hereby appoints Heather Rand as Interim City Administrator for the City of Inver Grove Heights effective March 1, 2021, to serve as the Interim City Administrator until such time as a permanent City Administrator is hired by the City or the City Council takes further action to remove her from this position.
2. Sets the salary of Heather Rand at \$74.00/hour, which equates to \$5,920 bi-weekly (\$ 153,920.00 annually) beginning March 1, 2021 until such time as Ms. Rand no longer serves as the Interim City Administrator for the City of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of February, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Mayor

Attested:

By: _____
Rebecca Kiernan
City Clerk



February 2, 2021

Mr. Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal to Provide Professional Engineering Services
Interim Public Works Director

Dear Scott:

On behalf of WSB, we are pleased to submit this proposal to provide Interim Public Works Director services to the City of Inver Grove Heights. We anticipate providing staff to fill the role immediately upon receiving Council authorization and will continue to serve the City until a new Public Works Director is hired by the City, for a period of up to 6-months. Following this 6-month period, should the City still require interim services, WSB will work with the City to provide additional support as needed.

We have developed an approach based on our understanding of your needs as well as our familiarity with the City. Our approach includes the following:

Proposed Interim Public Works Director

We propose to assign Klay Eckles, PE as the Interim Public Works Director for the City of Inver Grove Heights. Klay has over 30-years of experience in public works and municipal engineering. Klay previously served as the Public Works Director/City Engineer for the City of Woodbury for 12-years; the Public Works Director/City Engineer for the City of Stillwater for 12-years; and as the Assistant City Engineer for the City of Mendota Heights for 9-years. The depth of Klay's public works experience, coupled with his ability to effectively communicate and work with in-house staff to manage workloads, make him the ideal candidate for this role.

Klay works with a straightforward communication style and strong leadership skills. He is a collaborator that works well in a team environment. Klay's ability to listen to the opinions of others, make solid recommendations, and support the decision of the team is an area of strength. Klay provides transparent leadership, will support the goals of the City and will build on the foundation that already exists at the City. From his experiences leading Public Works Departments, Klay recognizes the importance of engaging staff, especially during a transition process for the recruitment of a new Public Works Director.

We expect to provide the following services to the City based on our discussion with you:

Scope of Services for Interim Public Works Director

- Staff coordination and direction

- Communication of all necessary information to the City's Administrative Team and Council regarding Public Works operations, and facilitation of effective updates to stakeholders.
- Ensuring the Department delivers prompt, courteous and thorough customer service to the community.
- Overseeing the preparation and timely submittal of all Council agenda items.
- Coordinating weekly with Public Works Divisions, including:
 1. Streets
 2. Utilities
 3. Engineering
- Coordination of invoice payments with the Public Works Department's Assistant.
- Assisting with the preliminary development of the City's 2022 budget.
- Overseeing timely and on-budget delivery of on-going studies/permitting efforts currently underway within the Department, including:
 1. Water System Risk Assessment and Emergency Response Plan
 2. Utility Rate Analysis
 3. The City's MS4 permit update
 4. Updates to the City's Pavement Management Program
- Coordination with the City Attorney's office as necessary.
- Managing Department and Capital Improvement Plan budget expenditures.
- Attending weekly Department Head meetings.
- Attending City Council meetings on an as-needed basis.
- Providing office hours on a specified schedule for regular and predictable availability, as well as flexibility to schedule additional meetings as needed.

This list is not all-inclusive, nor is it meant to be. We are comfortable working with you to prioritize the time spent on specific activities to get the most out of the time allocated to the position.

Office Hours

Close coordination and communication with the City will be important to ensure the appropriate amount of time is being allocated to keep important tasks on schedule. We believe that Klay can effectively serve the City by providing 15 to 20-hours of on-site office hours each week.

It is proposed that office hours coincide with scheduled Department Head meetings. While additional on-site meetings with City Staff, residents, or other agencies will be scheduled as needed, in order to provide a consistent schedule we propose to have Klay maintain office hours at Inver Grove Heights facilities from 8:30 a.m. to 4:30 p.m. two days per week, and possibly from 8:30 a.m. to 12:30 p.m. one day additional day per week. The specified office hour days will be agreed upon by WSB and the City. If it is determined that an alternative schedule would be beneficial to the City, we will work with you to adjust as needed.

Basis of Compensation

Our goal is to provide the City with a compensation structure that best fits the needs of staff and customers alike. In addition to the strong leadership Klay brings with him to support the Department during this transitional time, the WSB Team wants to bring value to City services.

Based on the scope outlined above, we propose to provide Klay's services on monthly retainer basis of \$4,750 per month. This assumes 15 to 20-hours per week of on-site support. This rate would be effective through July 31, 2021. If the City wishes to continue this agreement beyond July 31, 2021, we would be happy to meet with the City to evaluate additional Interim Public Works

Director services and provide a supplemental proposal. As a new Public Works Director is hired on by the City, WSB will work with the City Administrator to define a mutually agreeable end-date for Interim Public Works Director Services.

For services that may be requested outside of this retainer scope, we propose to provide Interim Public Works Director Services at an hourly rate of \$110/hour. Prior to beginning work on any requested out-of-scope services, Klay will seek authorization from the (Interim) City Administrator after clearly defining the scope and expectations for deliverables.

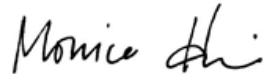
Start Date

We propose to have this contract begin immediately upon Council authorization so that you will have an opportunity to transition your workload to Klay before February 26, 2021.

If you have any questions or concerns, please contact me at 952-737-4675. Thank you for the opportunity to serve the City of Inver Grove Heights.

Sincerely,

WSB



Monica Heil, PE
Vice President – Municipal Services

ACCEPTED BY: CITY OF INVER GROVE HEIGHTS, MN

Signature: _____

Date: _____

Name: _____

Title: _____

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING PROPOSAL FROM WSB FOR INTERIM PUBLIC WORKS
DIRECTOR SERVICES**

WHEREAS, the Public Works Director position will be vacant as of March 1, 2021; and

WHEREAS, the City will be searching for a new Public Works Director, which may take several months, during which time the City will need the services of ; and

WHEREAS, WSB has provided the attached proposal to provide Interim Public Works Director Services for the City of Inver Grove Heights.

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

1. Authorizes the execution of the attached contract with WSB to provide interim public works director services at the rates and in the manner provided in the attached Contract, subject to the additional provisions of the existing Professional Services Agreement and subsequent Addendum Number 1 between the City of Inver Grove Heights and WSB, until such time as the City hires a new Public Works Director and a termination date for the interim public works director services is established by the City Administrator.

Adopted by the City Council of the City of Inver Grove Heights this 22nd day of February, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Mayor

Attested:

By: _____
Rebecca Kiernan
City Clerk