

Inver Grove Heights City Council
In Person Meeting and via Zoom (Hybrid Meeting)
Monday, March 8, 2021 at 7:00 p.m.

A G E N D A

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

1. Call to Order

2. Roll Call

3. Presentations

Overview of Proposed Pine Bend Pipeline and Status of Regulatory Procedures

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.** Minutes from the February 1, 2021 City Council Work Session.
- B.** Disbursements for Period Ending March 2, 2021.
- C.** Consider Approval of Personnel Actions.
- ~~D.~~** ~~Consider Approval of Telework Policy.~~
- E.** Consider Approval of Resolution Approving Memorandum of Understanding (MOU) between Xcel Energy and Inver Grove Heights for Phase 2 - Energy Action Plan Implementation.
- F.** Consider Approval of Professional Service Agreement with Baker Tilly for Executive Recruitment Services.
- G.** Consider Approval of Stipulation of Settlement, Parcel 4, and Parcel 5, for CP 2017-24 in the eminent domain matter City of Inver Grove Heights v. Robert M. Dalsin, et al.
- H.** Consider Approval of Mutual Aid Agreement with St Paul Police.
- I.** Consider Approval of Contract with Kimley-Horn for Construction Management and Award Bid for the Veterans Memorial Community Center Parking Lot Reconstruction Project - City Project 2020-05.
- J.** Consider approval of revised accrued leave disbursement.
- K.** Consider Approval of 2021 Fire Fighter Wage Increases.
- L.** Accept Proposal from Key Wells Drilling Company for Well Pump No. 4 Reconditioning.
- M.** Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2021 Pavement Ratings.

- N.** Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 14, Block 3, Foresthaven (5966 Blackberry Trl) .
- O.** Consider Resolution Seeking 2021 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2017-24 - T.H. 3 Intersection Improvements for the 65th Street Project.
- P.** Consider Resolution Ordering Feasibility Study and Accepting Engineering Services Proposals for City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1).
- Q.** Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for City Project No. 2016-09F - Carleda Way Area Improvements.
- R.** Consider Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for the 2021 Trunk Utility Extensions, City Project No. 2021-01.
- S.** Consider Adoption of the 2021 Inver Grove Heights Emergency Operation Plan (EOP).

5. Public Hearing

- A.** Consider a Resolution Adopting the Assessment for the 2020 Nuisance Abatement Program.

6. Regular

Fire

- A.** Consider Acceptance of a \$28,700 Assistance to Firefighter Grant (AFG) by IGH FD.

Community Development

- B.** Consider Second 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 the Second Reading of an Ordinance Amendment deleting the use "Ministorage facilities (with caretaker quarters) and outdoor vehicle storage" as a conditional use in the B-3, General Business District.
- D. WENCK ASSOCIATES (FORTISTAR)** - Consider the Second 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.
- E. TIM SALSCHIEDER** - Consider the following requests for property located at 2306 99th Street (tabled from January 25, 2021):
 - 1. A Variance to allow a 2,400 square foot accessory structure whereas 1,600 square feet is maximum size allowed.
 - 2. A Variance for an accessory structure larger than 1,000 square feet to be located within the 50-foot setback.
 - 3. A Variance to allow more than one detached accessory structure.

F. M/I HOMES – Consider the following requests for the old South Grove elementary school site, PID no. 20-01000-77-010:

1. A Comprehensive Plan Amendment to change the land use designation from Public/Institutional to MDR, Medium Density Residential.
2. Rezoning of the property from P, Institutional to R-1C/PUD, Single Family Planned Unit Development.
3. A Preliminary Plat for 70 townhome lots, 10 single family lots and 5 outlots to known as South Grove.
4. A Preliminary Planned Unit Development for South Grove.
5. A Conditional Use Permit for the 70 townhomes.

Parks & Recreation

G. Consider Resolution to Apply for DNR Outdoor Grant – Heritage Park.

Engineering

H. Consider a Resolution Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

Administration

I. Consider approval of Resolution terminating existing lease arrangement with Bee Elite Gymnastics Academy.

7. Public Comment

Public comment provides an opportunity for the public to address the Council on items that are not on the agenda. Comments will be limited to three (3) minutes per person.

8. Mayor and Council Comments

9. Executive Session

A. Closed session pursuant to Minn. Stat. § 13D.05, Subd. 3(b), for a confidential attorney-client discussion concerning litigation risks in eminent domain re acquisitions from PID 20-19500-03-100 for City Project 2016-13.

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.

**Presentation**

TITLE: Overview of Proposed Pine Bend Pipeline and Status of Regulatory Procedures

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

PURPOSE/ACTION REQUESTED:

Informational presentation by Petroleum Fuels Company and the Minnesota Department of Commerce to provide City Council an overview of the proposed Pine Bend Pipeline and the current status of associated regulatory procedures

PROJECT BACKGROUND:

Petroleum Fuels Company (PFC) has filed an application with the Minnesota Public Utilities Commission (MPUC) for a Natural Gas Pipeline Route Permit under its partial exemption of pipeline route selection procedures (Minnesota Rule 7852.0600). The application is currently being reviewed for completeness by the MPUC. Once the MPUC rules the application is complete, a public comment period will begin and public information meeting will be held. Public comment period is anticipated to open in March 2021.

PFC is seeking a Route Permit from the MPUC to construct an approximately 5,600-foot-long, 4.5 inch-outside-diameter, natural gas pipeline with a 200-foot route width in Inver Grove Heights. This pipeline is directly related to Fortistar Methane Group's (Fortistar) proposed Renewable Natural Gas (RNG) Processing Facility. This proposed facility is intended to replace Fortistar's inoperable electric generation facility currently located at Pine Bend Landfill. The existing facility used landfill gas to power generators that provide electricity into the NSPM grid. At the proposed RNG facility, the landfill gas from the Pine Bend Landfill would be extracted and refined to pipeline quality for injection into NSPM's natural gas system.

Fortistar has made application with the City for their proposed RNG facility, which is currently under review by city staff and City Council. So far, City Council held the first reading of a proposed

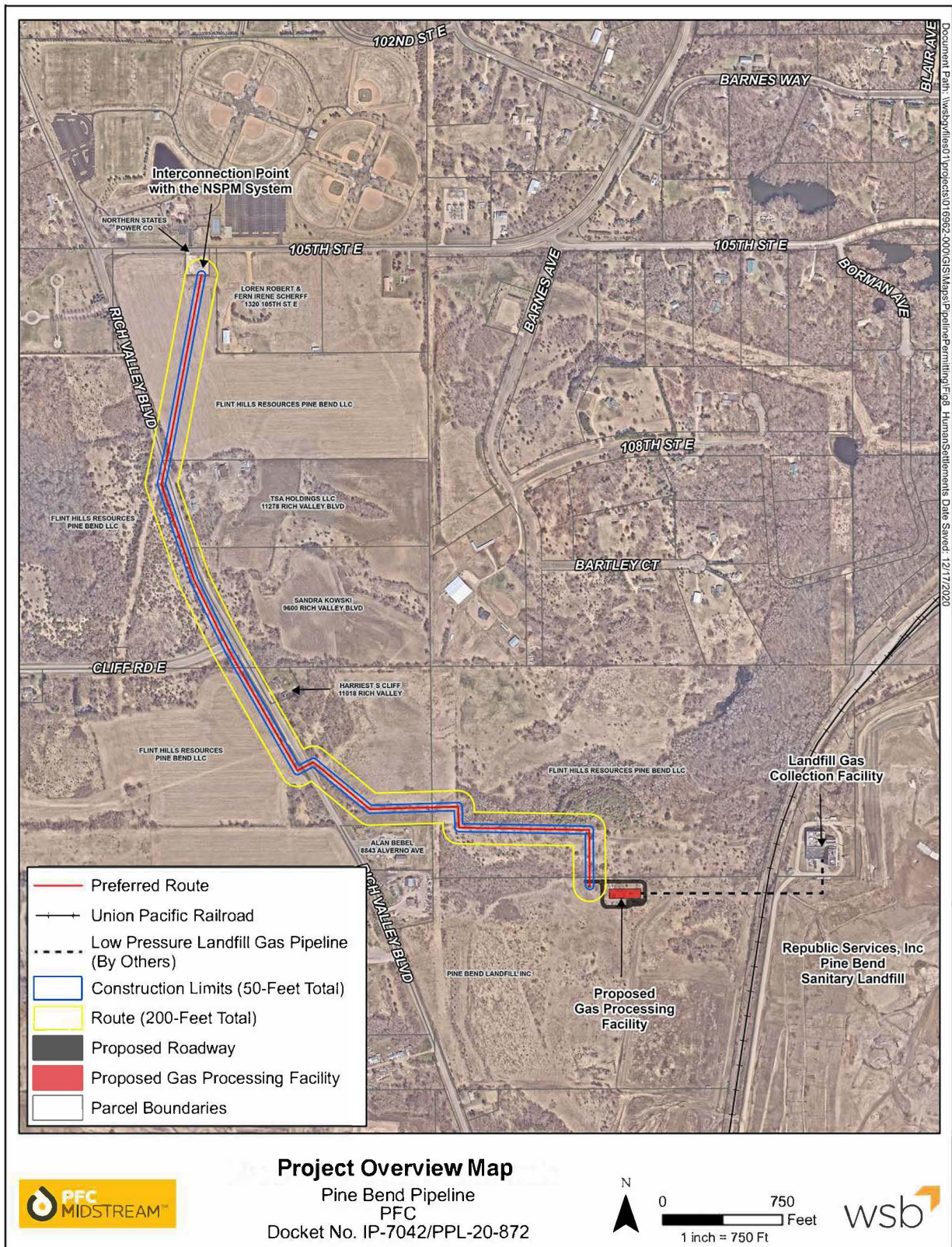
Ordinance Amendment at the February 22, 2021 Regular Meeting and the second reading will be held at the March 8, 2021 Regular Meeting. Additional development agreements will be brought to City Council for review and consideration in the near future.

PFC's proposed pipeline would transport gas from a meter station located on the west side of Fortistar's proposed RNG Facility site, to a delivery point into NSPM's natural gas system. The gas to be transported will meet renewable natural gas specifications, primarily consisting of methane (about 98%) with a small amount of carbon dioxide and trace amounts of other compounds. PFC has proposed to begin pipeline construction in spring of 2021, with a planned in-service date of June 30, 2021.

PFC's application to the MPUC describes the location of the pipeline, the human and environmental setting, proposed construction methods, potential environmental impacts, and proposed mitigation measures and restoration procedures. The City and public are able to attend the public information meeting and make comment on the application once the comment period opens. This phase of the application review is anticipated to begin in March 2021.

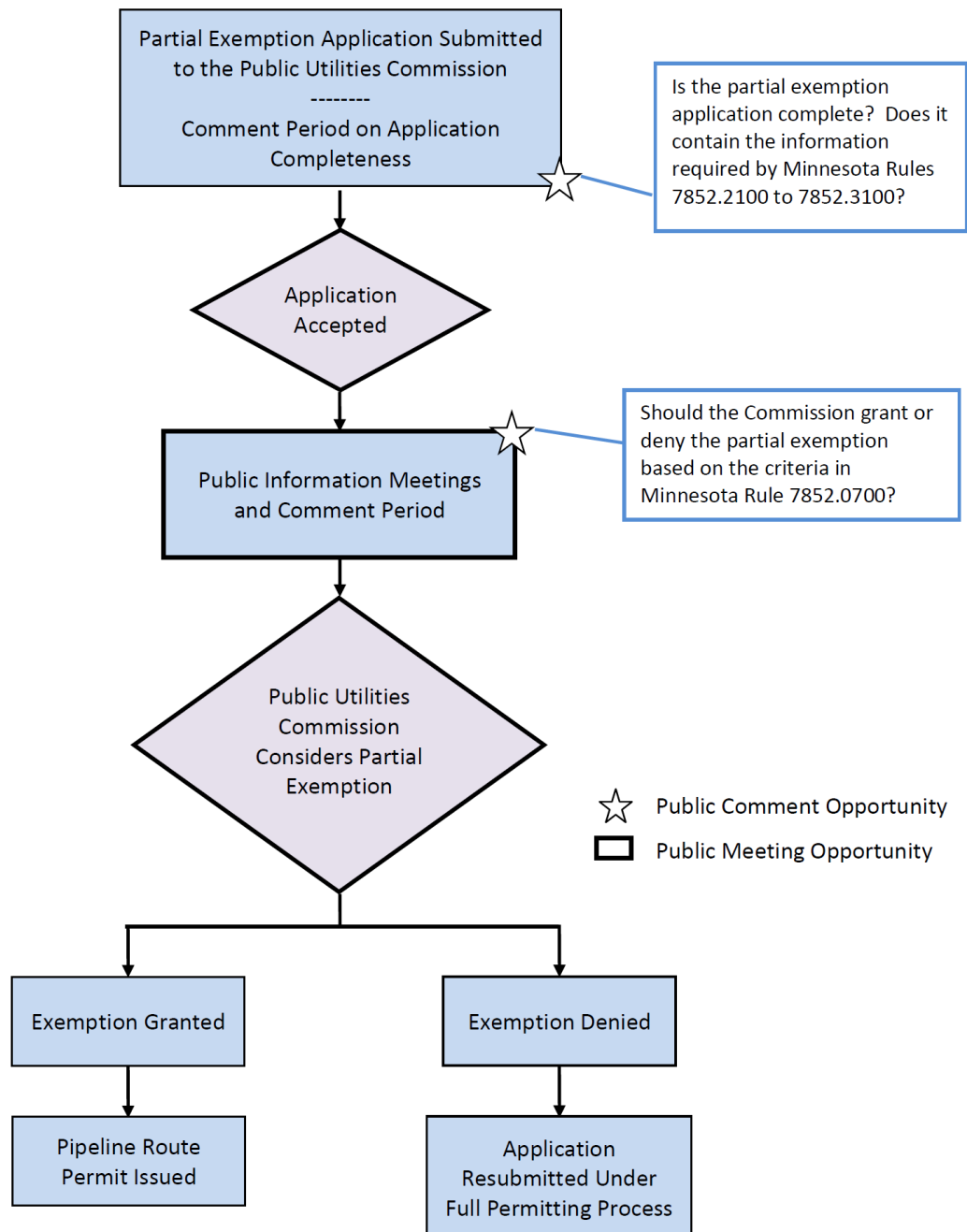
ATTACHMENTS: Map of Proposed Pine Bend Pipeline Route
 Pipeline Routing Flowchart, Partial Exemption Process

Map 1 -- Route Location



Attachment 1 – Partial Exemption Process

Pipeline Routing Flowchart Partial Exemption Process Minnesota Rules 7852



INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 1, 2021. 6:00 PM - 8150 BARBARA AVENUE
****Meeting Via In-Person or Virtual Zoom****

A. CALL TO ORDER: The City Council of Inver Grove Heights met for a Work Session on Monday, February 1, 2021. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Murphy, and Gliva; City Administrator Joe Lynch, City Clerk Rebecca Kiernan, and Community Development Director Heather Rand.

Present via Zoom Video Conferencing: Technology Manager Marc Gade, Environmental Specialist Ally Sutherland, Associate Planner Heather Botten, City Planner Allan Hunting, and City Attorney Bridget McCauley Nason.

1) Goats for Invasive Species Management:

Environmental Specialist Ally Sutherland discussed the following two items:

1. Goat Grazing Technique: Widely used in the region for invasive species control.
2. If the City Council would like Staff to draft an Ordinance allowing for temporary keeping of Goats in residential, City parks, and open space areas for invasive species control.

She stated Invasive Species are an organism not native to a particular natural area. The focus is about an invasive plant species called Buckthorn. It is a common woody shrub with green leaves and bluish/black berries ranging in size from small seedlings/shrubs, to up to 20-foot-tall, small trees with up to a 10-inch diameter. Buckthorn has no natural control method, management and control of its spread is up to humans. Buckthorn was brought to the United States from Europe to be used as hedging material. The seeds are extremely hardy and can grow and spread to unintended areas causing the plant to spread so widely. Buckthorn outcompetes and destroys natural vegetation and wildlife habitat. Due to that, management can be challenging, expensive, labor intensive, and requires a variety of land management tools to manage.

She stated prescribed grazing with goats is a popular tool being used nationally and regionally to manage Buckthorn and other unwanted vegetation. There are benefits to having goats, they thoroughly clear the area of Buckthorn, similar to a controlled burn. She displayed images of a pilot project by the City of Burnsville showing before and after effects of having goats grazing. Goats effectively clear the area. The cost of goats is comparable to conventional removal methods and reduce the use of pesticides. Goats can easily access areas of challenging topography, which is relevant to the hilly areas in the City. She stated this is not a one-time fix, annual treatment of Buckthorn is required to continue to limit the establishment of new seedlings. People may decide to use goats annually and also use herbicide and physical removal methods.

She stated over the past few years the Planning Division has received occasional residential inquiries asking if goats are allowed for Buckthorn management in the City. Under City Code, goats are defined as farm animals and only allowed in Agricultural and E-1 Zoning Districts. Based on Staff's initial review, they found areas such as Dakota County, and the Cities of Minneapolis, St. Paul, Lakeville, Burnsville, and Minnetonka have used goats for Buckthorn management on their own public lands. Other Cities like Eagan, Cottage Grove, Burnsville, and Maplewood have developed Ordinances to allow keeping

goats temporarily for prescriptive grazing in Residential Zoning Districts. She stated through Staff review, a list of parameters was compiled and addressed in City Ordinances that allow the temporary use of goats in residential areas, City parks, and open spaces. Examples of parameters include:

- Definition of the allowed use of goats
- Lot size
- Zoning District
- Approval process. May include an Application
- Site Plan Review
- Proof of a Licensed Contractor
- Number of goats allowed
- Daily timeline
- Maximum duration of work
- Specific times of year allowed
- Daily monitoring requirements
- Noise and Odor levels
- Enclosure area and the distance from your property line

She stated Staff has received one written comment from a resident in favor of the Ordinance. Planning Staff has spoken to the Parks Department who said they would be in favor of having this as a management tool if ever needed. Staff believes there would be value to homeowners and City operations in providing an Ordinance to allow for the temporary use of goats for invasive species control in residential, City parks, and open space areas. Direction from Council is needed. If in support of moving forward, additional research would be done by Staff and come back to the City Council with a proposed Draft Ordinance.

Councilmember Piekarski Krech asked if there were any sample Ordinances from other Cities. Environmental Specialist Sutherland responded yes, she did not provide that information in the packet, but has reviewed several and was how she collected the list of parameters. Parameters varied, those listed were the most common. Councilmember Piekarski Krech stated she would like to see them to know exactly what other parameters were. She stated she could not see goats in South Grove but could see them in other areas. She commented residential covers a broad area. Environmental Specialist Sutherland responded she could come back with proposed parameters and specify lot size and attach other City Ordinances. For lot size, she noticed a minimum of ½ acre. Smaller lot size would not allow, larger would.

Councilmember Piekarski Krech stated having goats for Buckthorn is a wonderful thing. After the goats are gone, pigs need to be brought in because that is what roots out the roots, and why goats do not have to be brought back every year. She stated there have been a couple of farms in the City that have used goats such as Darvan Acres. She asked to see what they plan to do so they do not create more havoc then helping.

Councilmember Dietrich asked what the fencing would look like in City park areas. Environmental Specialist Sutherland responded companies vary, one company has two types of fencing, the interior fence with very low voltage that keeps goats in. The second layer is another fencing that has no voltage, protecting people, children, and other animals. This would be defined in the Ordinance if going forward.

Councilmember Dietrich asked when this comes back to the City Council, she would like to see costs compared to using heavy equipment in areas that do not have such a steep grade.

Councilmember Murphy stated all parameters are important. He asked if this situation would be one driving around and seeing a neighbor with goats in their backyard, or just City parks. Environmental Specialist Sutherland responded in this case; this is proposed to be for residential. It was decided to add the potential to have them in City parks and open space areas. Through her research she noticed other Government Agencies have been using them in their own parks for the same benefits. She stated she spoke to the Parks Department, who has said they have their own management plans they use for invasive species. They stated there is no plan at this time to utilize goats in City parks but thought it would be great to have as an option for consideration going forward.

Councilmember Murphy asked if there would be enforcement issues. For example, someone is supposed to get rid of their goats but do not. Environmental Specialist Sutherland responded in the parameters listed, one example is the approval process that includes an application, site plan review, and proof of a Licensed Contractor. The Ordinance would ask for defined days the goats would be there and the duration of time on the lots. She stated those would be included in the application process. Another parameter they noticed was a daily monitoring requirement, the Licensed Contractor is being hired, is onsite whenever the goats are there, so someone is watching and enforcing. They are hired professionals and would be handling as needed.

Community Development Director Heather Rand stated Planning Staff noticed a trend throughout the Midwest. This is similar licensing to having chickens in the City. Chickens are kept without Roosters, if there are neighborhood complaints, the License is pulled. She stated this will not make sense for every lot and every application. The intent is to Draft an Ordinance that makes sense for this Community but based on the guidance of surrounding Communities that already have this in practice.

She stated they have been contacted by Organizations that lease out goats for this type of use. Staff's first question was how to control them. They should not be running around loose into neighbors' yards, streets, or harming personal property. The Organization assured the City fencing and monitoring will be key. They will also have Liability Insurance and said they have an investment in the property and the goats and do not want them to get hurt. She stated the City would have to hold them accountable to that as well as their insurance company. She stated whatever Ordinance Staff drafts for future consideration would be taken very seriously. She wanted Council's reaction.

Mayor Bartholomew asked if progressing, he would like some type of analysis of what the cost to Staff would be for monitoring and what the appropriate fee would be for licensing to offset that cost. He stated the need for diligence with the League and the insurance policy and see what kind of liability and coverage would be needed for the City to have livestock on public property/parks. He commented if serious about this, to get closest to cost neutral as they can, take the long-term approach that Staff cost is monitored, what it is, and how to offset it by fee. An analysis of what other Cities are doing would be helpful and to have the insurance carrier weigh in about how other Cities are handling liability.

Councilmember Piekarski Krech stated it should be easy to get most of that information. St. Paul used goats in Mounds Park and Dakota County has at Pilot Knob. It was also used by either the County or the Refinery in the Pine Bend area. She stated the only problem had was in Mounds Park where someone went in and stole some of the goats.

City Administrator Lynch asked if this was comparable to a lawn maintenance service, where the goats are brought in during the day and removed at night, or if they were left overnight for a period of time/days. He asked what the typical operation was. Environmental Specialist Sutherland responded it is daily 9:00 - 5:00 or specified daytime period. She has not noticed anything about working overnight but is something that could be specified in the parameters. She has noticed two companies in the local area.

Councilmember Piekarski Krech stated some companies have trailers they load the goats into at night for protection. City Administrator Lynch stated they want to give a comparative service like someone who comes in, cuts the lawn, is done by 4:00 or 5:00 at night, takes the equipment, and moves off site. This limits, noise, disruption, and potential odor.

City Administrator Lynch clarified the request stating Council would like cost comparisons to typical removal costs, administrative Staff time to put this in place and monitor, and copies of Ordinances for examples. He asked if Council wanted to see a Draft or have further discussion. Mayor Bartholomew responded they would be ready for a Draft since it has to go through three Readings.

Councilmember Murphy asked if the Humane Society or similar organization weighs in on the professionalism of some of the companies. Environmental Specialist Sutherland responded she could look into the certifications of some of the companies and referrals.

2) Weather Warning Siren:

City Administrator Lynch responded due to the circumstances of the day, the Police Chief and the Police Department have not had time to put the rest of the information on this item together. This will return to a future Work Session.

3) Ordinance Change Considerations:

a. Front Yard Fence

Associate Planner Heather Botten stated at the January 11th, City Council Meeting, Council directed Staff to review the City Ordinance relating to front yard and corner front yard fence requirements. Current Code state fences in the front yard provide no less than 75% clear visible opening and shall not be higher than 42 inches. On a typical corner lot, the front yard setback requirements, when abutting a house in the back that has their front yard accessing the street behind them, the 42-inch maximum height applies to the entire side yard. She stated discussion has been had about Variances for fences. Over the past five years, the Council has reviewed eight fence Variances, six of them have been for properties located on corner lots. All six requested to exceed the 42-inch-high fence maximum height.

She stated Staff researched fence requirements in several Cities and contacted a few fence companies that do business in Inver Grove Heights. Front yard fence requirements range from 42-48 inches. The City is not the only one that has the 42-inch maximum height in the front yard. There were differences

with the clear visible openings and different requirements for a corner lot versus an interior lot. She stated in speaking with the fence companies, they said 42-inch fencing is available for customers, 48 inch is more of a standard height they see in their work in front yards. Staff continues to see the benefit in the 42-inch-high fence. She stated this requirement has been in the City Code and believes it stems from the MnDOT Road Design Manual that states the assumed height of both the driver's eye and the object are to be seen at 3.5 feet above the roadway surface, which correlates with the 42-inch height.

Associate Planner Botten stated Staff sees a benefit in having a 42 in maximum height in the front yard with the 75% clear visible opening, but would be in support, or review of the Ordinance for corner lots when abutting the front yard. She commented that corner lots can be confusing. When the corner lot abuts another property to the rear yard, they only have to have the 42-inch-high maximum in the front yards. The corner side could have a solid fence up to seven feet high because it is not interfering with sight lines from the neighboring person's front yard. She stated they are not suggesting changes here, but on corner yards that abut someone else's front yard.

Councilmember Murphy asked if the reason they have 42 inches on the side when it abuts a front yard is, so the fences are the same height. Associate Planner Botten responded aesthetics is one reason, another is the impact to a neighboring person's front yard. The neighbor is only allowed to have a 42-inch fence in their front yard, for consistency and traffic safety it continues along currently.

Mayor Bartholomew stated he sees the value to raising the fence where it ties in on the side but does not tie into another side yard. There are several in the City. He would like to see an Ordinance Amendment to allow as proposed. Councilmember Gliva stated by doing this, they are allowing residents a choice, it does not seem to be a safety issue. Councilmember Piekarski Krech stated it does not matter to her either way as long as it meets safety issues. Mayor Bartholomew stated the Council has reached an agreement on researching this and bringing something back to Council. Associate Planner Botten responded Staff would start the Ordinance Amendment and focus on corner lots that abuts someone else's front yard.

b. Mini Storage

City Planner Allan Hunting stated this was last discussed at the October Work Session. Council initiated the Amendment to the Ordinance to remove mini storage as an allowed use in the B-3 District. It would still be allowed in I-1 and I-2. There was concern in allowing these in Commercial Districts. The First Reading took place in July and a couple of residents raised some concerns. He referenced a map stating one area is located at 494 and 50th Street, where there are two lots at the far end of the cul de sac. The Real Estate Broker who has control of the properties raised a question about the possibility of expanding the mini storage and were concerned about the impacts to B-3. He stated the other property is located along Highway 52/55, where there is an existing mini storage, the other property is currently Zoned B-3. He commented he has spoken with that individual and while he does not have any users, he always thought that might be a site for mini storage.

He stated Council asked Staff if there could be different provisions for those parcels. Staff consulted with the City Attorney and the response was no. Whatever type of Ordinance is adopted covers equally all properties that have that zoning. There cannot be any special provisions. Staff has laid out four alternatives:

1. Follow the same path. Eliminating mini storage in the B-3. Both indoor/outdoor.
2. Allowing mini storage in the B-3 with outdoor storage. (Keeping it as it is).
3. Allowing mini storage and limiting the amount of outdoor storage.
4. Allowing mini storage in the B-3 with no outdoor storage.

He stated Staff suggests moving forward with a Second Reading and either continuing to prohibit in the B-3 District or allow indoor only mini storage. Outdoor can be unsightly and is not a tax base benefit to the City.

Councilmember Piekarski Krech asked if going with Option 4, what Zoning Districts outdoor storage is allowed in. City Planner Hunting responded outdoor storage is allowed in the I-1 and I-2 District. Mayor Bartholomew stated the B-3 issue is a concern to him, he could entertain the idea to allow indoor only and no outdoor if there is enough Council support. He asked if deciding differently, if they would have to start the process over. City Planner Hunting responded he would have to verify but thought Council could just continue with the Ordinance to the Second Reading and have a modification to what was started. City Attorney Bridget McCauley Nason stated the Ordinance was presented once for a First Reading and has been awhile. The Council can start fresh with a First Reading of a new Ordinance with the revised approach or move forward with a Second Reading of the original Ordinance directing that the Second Reading version include the proposed revision.

Councilmember Gliva asked how this came about. She asked if there were mini storages that were being developed. Community Development Director Rand responded this was brought forward because they had a request for a three story, almost \$3 million-dollar proposed state of the art indoor storage across the street from Cub Foods. As they were moving forward with the process, some Councilmembers at that time were concerned about storage taking up limited Commercial real estate in the City. She stated she would advocate for state-of-the-art storage that are built as beautiful buildings and have a high tax rate, high level of security, and an amenity being by Commercial. She stated a study has shown these new types of storage are open limited hours, people come, drop off their items, and shop nearby. She commented that Developer has since moved on but liked that it has generated this conversation. She stated as a City now, we are past the time to having flat parking lot outdoor storage within the Commercial corridor. One the edge, in Industrial areas, that may make sense. She stated Planning Staff did an analysis about where storage exists.

Councilmember Murphy stated he was leaning towards Option 1 and eliminating it in the B-3. There is other space, what we have for Commercial is important. Councilmember Dietrich agreed.

Councilmember Piekarski Krech stated she was against the one on Cahill. She referred to the two properties that are B-3 off of 494 and Blaine and was unsure what else that property could develop into. She assumes the one along Highway 55 could be rezoned. She stated that property owner was upset about having his B-3 abilities taken away. She stated there are still two properties that created the question about moving forward and will still be a concern. Otherwise, she was in agreement. Councilmember Dietrich asked if they could let the Real Estate Agent/Owner know the timeframe they have to work with and if they want to move forward with getting something built there may be boundaries. Community Development Director Rand responded they can inform them. She stated she spoke to the listing Agent for one of those properties last week and discussed how it may be optimal to have a two to three story indoor storage facility because of the high visibility. There would not be many

vehicle trips for those that live nearby. It was discussed that it may make sense being next to the other storage.

Mayor Bartholomew referenced Councilmember Piekarski Krech's comment about Property #9 and it is possible rezoning to an I-1 or I-2 and asked what Staff's take may be. He was concerned the Council is spot zoning. He stated he sees the rationale for outdoor storage in the area, it is on the fringe. They need to be mindful if progressing, in the future they may be in the position to consider a rezone there. Councilmember Piekarski Krech asked why that one little pocket of B-3 was there. She did not believe the property where the storage facility was B-3. City Planner Hunting responded Number 9 is zoned Industrial 1, the current property owner at the time specifically requested Council zone that land B-3. There may have been thought of other Commercial uses in mind or trying to obtain highest and best use.

Mayor Bartholomew suggested leaving it as it is, bringing it back for a Second Reading, and discussing further at that time. He suggested contacting the property owner to let them know this is still moving forward.

City Administrator Lynch clarified the discussion stating the Second Reading would be to keep the process as is, elimination of Storage in B-3.

4) Interim City Administrator & Interim Public Works Director:

City Administrator Lynch stated on January 11th and 19th, there was discussion about what to do about City Administrator services. Additional information has been given to Council. He stated information has been provided from the League of Minnesota Cities which provides a service that connects Cities with individuals willing to serve in the role. He stated Council also heard that Community Development Director Rand is willing and capable to serve in the role. Council requested this return for further discussion before placing it on the Council Agenda for a decision with the following reasons:

1. Consideration that on a day-to-day basis, there needs to be someone in place that can make big and small decisions for the City.
 - a. Small such as conversations on daily/weekly basis with Department Heads,
 - b. And bigger decisions like the one faced today, and are still dealing with, in terms of what to do about the information, when, and who does it.
2. To keep the Department Head team going as it is. Departments keep their eyes on the items that are most important to them, the City Administrator tries to keep their eyes on all.
3. Interaction and communication, connection with the City Council. The City Administrator is a point person that communicates with Council. Council can ask questions through that person, through Department Heads, or let information float to you that needs to flow from City Staff. If other items come up from Constituents, there be one central collection point.

He urged the Council to make that appointment and stating he strongly believes that Heather Rand is capable and has the support of Department Head Staff to go forward.

City Administrator Lynch stated at the meeting on the 19th they did not have information back for an Interim Public Works and asked that be returned to this meeting for overview. The League of Minnesota Cities does not have a list of retired or in between positions for Public Works. Neither does the American Public Works Association. The option to find someone that had been retired that they

knew about has a shallow pool. The fourth option would be to rely on the Consulting Engineering Firms. For that there are two options:

1. Bolton and Menk, one of the Engineering firms, has offered to provide an individual at \$184.00 per hour. Weekly cost compared to current cost of the Public Works Director was provided to Council for scope.
2. Engineering Firm, WSB, has an individual who was previously a Public Works Director in the City of Woodbury and have offered that individual at an hourly rate of \$110.00 an hour. Breakdown of costs for this, and a full time Public Works Director was included for scope.
 - a. There is an option within this option for a flat retainer fee per month. Based on part time 20 hours a week, not a full time fill in. Staff believes this to be the best course of action because the fee offered is very reasonable. If having scope of services outside of those mentioned, they would charge \$110.00 per hour. This is competitive in a private market and more competitive than the monthly cost at the hourly rate for the individual at 20 hours a week.

His recommendation, after speaking with current Public Works Director Scott Thureen, is to go with the flat fee arrangement with WSB and the individual offered. The person is Clay Eckles who has worked as the Public Works Director for Woodbury for at least 12 years and prior to that, served in another City as a Public Works Director. He is currently with WSB and has a PE, which is the same standing Scott Thureen has. He stated if going forward with this, his timing proposed services are to end February 26th. At the February 22nd meeting both should be made effective as of March 1st as Mr. Thureen will be done in that timeframe too.

Mayor Bartholomew clarified the position for Public Works Director stating it would be 20 hours a week for \$110.00 an hour, weekly cost would be \$2,200. He commented he is trying to understand the other option. City Administrator Lynch responded both Engineering Firms contemplated part time 20 hours a week. Hourly would cover all services mentioned in the memo. WSB is trying to anticipate other services outside of what is needed, they would still only charge \$110.00 an hour. He stated in most cases Consultants would charge a fee for that because it is not something they plan for and would cost more to get an individual situated to do the work/project. For example: wanting the person's help on the public works facility and wants the individual to work with the Architect on changes and modifications to the building. He stated that would be additional services above and beyond this and cost \$110.00 per hour for the number of hours the individual worked on something of that nature.

Councilmember Piekarski Krech stated pay would be \$4,750. If needed for more than the 20 hours per week, it would be at \$110.00 per hour. City Administrator Lynch responded or if anything else comes up, both situations. Councilmember Gliva asked if there was a minimum contract period. City Administrator Lynch responded this was a good deal, Staff indicated it be at least four or five months. It would have to be set up to be mutually agreeable to extend or end early to be able to complete processes sooner.

Councilmember Dietrich stated she would like to hear from either Heather Rand or HR, it says Scott Thureen and the City Administrator. She commented the City Administrator is not supposed to solely handle these items and it was agreed Heather Rand would be a part of the conversation. Community Development Director Rand responded she is supportive of the proposal for Interim Public Works

Director services. It seems like a good value and gives flexibility to alter to the needs. She stated either party could cancel if it is not working out.

Mayor Bartholomew agreed the flat rate is a good alternative. If it is not working out, they can terminate. With the season coming up, construction, bids, and projects, it is important to have strong experience and knowledge. He is in support of the Interim Public Works Director as recommended by Heather Rand, Scott Thureen, and City Administrator Lynch. Councilmember Piekarski Krech stated support of both recommendations.

Mayor Bartholomew asked if Council had an understanding to bring the Interim Public Works Director to the next Council meeting to be considered for vote. City Administrator Lynch stated Council would likely want to see the Agreement with WSB, that may not be available by next Monday. He suggested Council may want to have a conversation with Heather Rand about any terms, conditions, and compensation adjustments. This would be put together as a complete package to have on the Agenda on the 22nd. It would be approved all at once and effective March 1st. Mayor Bartholomew agreed.

Mayor Bartholomew stated it is proposed that Community Development Director Heather Rand be appointed Interim City Administrator. Community Development Director Heather Rand stated she has worked in her current position for almost two years. As discussions were had among Department Heads and the existing City Administrator, she volunteered to serve as the Interim City Administrator while a professional search is underway. She offered this knowing that a professional search can take from three to five months. She stated she felt it was important that she volunteer as she has the willingness and skillset to step in and take on the additional responsibilities. It felt like a good fit.

She stated she has served as a Municipal Administrator as well as a Deputy County Administrator in the past and has been working in the public sector for almost 30 years. She has experience working with external partners, Legal Agreements, and Lobbying at the State Capital with the Federal Government. These are all things that come down to good communication and leadership. She stated she believes in the existing Department Head team and wants to continue to support them, but also looks forward to building good relationships with the City Council. She volunteered knowing there would be a full menu of responsibilities. She wanted to make sure they do not drop the ball going forward because this is a growing City and residents deserve good quality public service.

Councilmember Murphy stated one of the tools he found most useful in starting his service on the Council was the weekly Friday update. He asked if she would continue doing this. Community Development Director Rand responded the Friday update is a document Department Heads are solicited to provide updates on happenings in their Department. The City Administrator also provides updates on what is happening with Administrative Divisions such as IT, Communications, HR, and the City Clerk's Office. She stated she knows this is something she would want to continue. She stated the City Administrator gives day to day direction to Administrative Division Heads. There are also relationships with external Community such as the School Superintendent and surrounding Administrators in Dakota County. She understands how important that communication is to Council and the larger Community.

Mayor Bartholomew asked about workload with Community Development and taking on the task of City Administrator and if she would be able to handle both. He stated his fear is with the added duties of an Interim City Administrator and with a Community Development workload, they do not fall behind. He wanted assurance if it gets to the point that she cannot do it, to let Council know, adjustments can be made at that time. He appreciated her stepping forward, she brings historical context and connectivity with existing Staff, Council, and the business Community. He sees the value. He stated if having that assurance, he is in support. Community Development Director Rand appreciated the concern and the way expressed. She stated the job of a Community Development Director in a City like that is growing is over 40 hours a week. The City Administrator job is very full time, over 40 hours a week. She stated she would not be working 80 hours a week but is accustomed to working extra hours. She commented it is a sacrifice to her personal life but helps to know its short term and in the best interest of the City, fellow Department Heads, and Colleagues elsewhere in the City. Communication will be key. She stated discussion would be needed about priorities and determining if something could be temporarily delayed, or if something they can take on due to other Staff positions open at this time. She commented one nice thing about being on board is that she does not have the learning curve in understanding the City and its issues. She looks forward to hearing from new Council Members going forward and hearing what is important to them.

She stated within the existing Community Development Budget, she does have to rely on Ehlers Financial. It is possible she may need more of their services so anything important is not dropped development wise. It is also possible she may need an Administrative Assistant to help with her calendaring or being responsive to Constituents and resident calls to get them in the right hands. These are conversations that can be had more robustly in the coming weeks.

Mayor Bartholomew asked if the Council was comfortable with seeing this on the Agenda at the last meeting in February for approval and ready on March 1st for the position of Interim City Administrator. Councilmember Piekarski Krech stated she was ready. Mayor Bartholomew asked the City Administrator to bring this forward at the last meeting in February for consideration of Interim City Administrator as proposed and Interim Public Works Director services as proposed. The flat fee retainer is what was agreed upon.

Councilmember Gliva asked Heather Rand if she was considering applying for the full-time position of City Administrator, or if it was to help the City to keep going through this phase. Community Development Director Rand responded what motivated her to volunteer was knowing the need and having concerns about having someone step in readily. She has nine more years of her career, it is possible she would be looking for growth opportunities, in this Community or elsewhere. It was not an immediate plan. More than anything she looks for the Council to hire a reputable search firm as they work with Council to develop the profile on what they are seeking in a City Administrator. She will be thinking about her skillset and if that is a good fit, and her strengths and weaknesses. At that time, she may make application, or may say it just was not the right fit. Councilmember Dietrich thanked Community Development Director Rand for volunteering for the position.

Councilmember Dietrich stated she needed to advocate for residents that have contacted her. She commented Ms. Rand has mentioned twice about the City and its issues which is at the heart of what residents have contacted her about. Residents are concerned about the culture and how close/integral

the Community Development Director is with the culture and it changing. She suggested the Interim position have three options from the League of Minnesota and Heather Rand, so residents know the vetting process was fair and equitable.

Mayor Bartholomew asked if Councilmember Dietrich wanted the Council to look into the select three that were given from the League and then whittle the list down that night or this evening.

Councilmember Dietrich responded she would agree with the majority of the Council's decision. Mayor Bartholomew stated he would like to see Council come in on the last Monday in February with Heather Rand as the Interim City Administrator. He feels this is the best candidate. He commented he has seen the pool of names vetted from the League.

Councilmember Gliva stated for timeliness it would be good to move forward with Heather Rand but is concerned with doing that given the drama the City has gone through in the last few months. Looking and vetting promotes better transparency to residents. She felt the need to look elsewhere just to make sure they are doing everything transparent and giving others opportunities.

Mayor Bartholomew asked Councilmember Gliva if she wanted to go through the League pool this evening. His concern was to have someone in place on March 1st as Interim City Administrator. He questioned when and how to do otherwise. Councilmember Gliva responded they could try to go through the list. Councilmember Piekarski Krech stated she does not know anything about most of the people on the list, whether they would be a fit, terminated their last job, and why. Councilmember Gliva stated they would need to interview them.

Councilmember Murphy stated going forward they have to try to improve the culture of the City. He asked if interviewing was for the Interim or Permanent position. Councilmember Gliva responded Permanent for sure. Councilmember Murphy stated they would be able to address that for the permanent position, right now they need a "band aid". He commented it was not meant disrespectfully to him it is different than who is hired on a permanent basis. Councilmember Gliva stated there is a Consultant for Public Works and a Consultant for Parks and Recreation, she asked why this would be different. Those positions came from outside. Councilmember Piekarski Krech responded nobody internally could do the job. She stated Assistant City Engineer Steve Dodge does not have the PE to do the work for Interim Public Works Director. Councilmember Dietrich asked what qualifications were needed for the job. City Administrator Lynch responded the current Public Works Director, City Engineer, and the Assistant City Engineer all have PE's. It is not a job requirement; it is a preference. It involves management engineering from a technical standpoint and management of the maintenance side.

Councilmember Dietrich stated she hears from Council that Heather Rand is a good choice for Interim City Administrator. Another positive with the choice is the current City Administrator would be able to transition out in a couple of weeks. She stated there would not be a learning curve for Ms. Rand to do the position. She commented if majority decides to put this on the Agenda for next time, she will agree.

Mayor Bartholomew stated Council consensus is to bring forward for the last meeting in February, consideration for the Interim City Administrator as proposed and the Interim Public Works Director as

proposed per discussion. City Attorney McCauley Nason stated this would involve preparation of a Resolution appointing an individual to serve in the position of Interim City Administrator. A salary adjustment component would go along with it. She asked if there was any further direction, or if direction was to work to include some type of compensation adjustment as appropriate in that Resolution.

Councilmember Piekarski Krech asked if they could look into what was done previously. City Attorney McCauley Nason responded she was not aware of a time there was an Interim. Councilmember Piekarski Krech responded there was an Interim when Mr. Willis left.

City Attorney McCauley Nason stated a Resolution sets the salary based on experience and qualifications. She would look into what was done before. She wanted Council to be aware that was part of the Resolution and if there was any specific direction. She stated she could have a conversation with Heather Rand, the HR Manager, and others to see what the proposed recommended salary adjustment might look like. Mayor Bartholomew agreed.

City Administrator Lynch stated with the Union, they try to follow it in the non-Union positions as well, when there are vacancies and openings because of departures and retirements, there are two parameters:

1. The individual be paid at the lowest step of the higher position, if not already there given their current position.
2. 50% of the difference.

He stated between the City Administrator and the Community Development Director, 50% gets added as part of the Interim duties. Mayor Bartholomew asked for the numbers for that practice. City Administrator Lynch suggested the HR Manager work with the City Attorney on this. City Attorney McCauley Nason responded she would.

5) Meeting Management

City Administrator Lynch stated at the last Council meeting Councilmember Murphy brought up this subject. He stated he had a discussion with the Councilmember regarding this and provided the following items from their discussion:

- Try to make meetings more efficient.
- Work/Life balance for everyone involved in the meetings.
- Standardize Presentations and allow maximization of participation and interchange of communication between Councilmembers and Applicants or Councilmembers and Residents.

Information from the past when trying to create efficiencies:

- At one time there were four meetings a month.
 - The first and third weeks were workshops with the purpose/intent to introduce topics, give direction, or end them.
 - The second and fourth weeks were to conduct regular business.
 - Council went to a platform to reduce the number of times they met per month.
 - Started the meetings at 5:00 with Work Sessions.
 - Regular meetings at 7:00.
- (This reduced the number of meetings per month, but extended the timeframe, starting at 5:00 and sometimes ending past 10:00 p.m.)

He stated he checked with the City Attorney and the start time is in the City Code. If desiring a different start time, Council would have to change it through Ordinance, a three Reading process. He stated they could consider a temporary period of time, for example, six months, where Council could try whatever timeframe decided for a different start time or process. That would have to pass by majority of City Council and notice would have to be given, posted, and legally published. Other suggestions:

- Establish a curfew. Allows people to know business would not be started after a certain period of time. He stated he has heard it said that “not many good things happen after a certain hour” (whatever timeframe is chosen). The unfortunate part of that would be in the middle of a discussion, would have to stop, vote, and then what to do when extending. Logistics would have to be prepared as to when to continue, such as, another night, next night, or next week.
- Staff has started with Power Points, which are standard. It is from the City and has an official style and format. Certain things can be discussed that could condense the information as much as possible, for example:
 - Purpose
 - Objective
 - Three main points
 - Costs, if involved
 - If there is a factor, they are trying to get at
 - More discussion time with Applicants or Residents

He stated Staff looks to Council for direction.

Mayor Bartholomew asked if any conversation has been had with Department Heads about this topic and if there was any feedback. City Administrator Lynch responded there has been general conversation, Department Heads would be in favor. Staff does not enjoy being in attendance from 8:00 a.m. to midnight, if they could start and end earlier, it would be appreciated. There is concern that there is a lot of history and context that sometimes needs to be presented and to make sure it is not shorted. It helps the general public, Applicant, and Developers know the history and reasons why some of these things are in place.

Mayor Bartholomew stated his sense was some of the most difficult applications the City receives that come in front of Council are not ready to come in front of them. Staff is not prepared, the public is not ready, there is too much of a divide. He believes that is the biggest failing in bringing big applications before Council. He stated for whatever reason, be the Applicant wants it done, or there is a timeline issue. He wants to be sure when it gets to a Council meeting its ready for a clear presentation and understanding from the Applicant. If they can get past that and have a clear understanding of what they are in/or not in agreement with, or if they are ready/not ready. He stated he likes the 6:00 start.

Councilmember Piekarski Krech stated Staff believes they have an impression of what the Council thinks, and the Council throws a curve ball. Council has not asked Staff questions when the Agenda was received, then Staff comes before Council, questions are asked, throwing them off. She commented it was not just on the Developer and Staff, it was on Council too.

Councilmember Gliva stated Council packets are received on Thursday evening, she gets to them Friday afternoon. That leaves Monday if there are any questions which can be difficult because Department Heads need time to respond, think, and prepare. From her experience being on the

School Board, they also received their packets on Thursday's. They moved it up a day to Wednesday, which gives two days, Thursday and Friday, and more time. She commented it really made a difference. Meetings flowed better, she would ask questions two days in advance, there were very little surprises. She stated she did not know if that was possible. She likes the 6:00 start time.

Mayor Bartholomew liked the point about receiving the packets on Wednesdays. When packets are received on Thursday nights, he reads them over the weekend when he can. Early Monday morning he fires off questions and still finds himself not quite prepared Monday night. He asked if there was a way to explore getting the Agenda on Wednesday, as it would reduce the chaos, and move the start to 6:00 p.m.

Councilmember Piekarski Krech asked if there was an Ordinance reason why packets come out on Thursdays. City Administrator Lynch responded it was practicality. A lot of the Agenda is driven by Development Contracts and Agreements. They wait for those outside of the City, Consultant Engineers, or the City Attorney, to review documents. He stated the City Clerk is really good at getting people to turn their Agenda materials in. If Council wanted to do it on a Wednesday and receive them on a Thursday, they could follow that, but would have to work very hard on those outside of the City they rely on for review and preparation. He stated a lot of time it is Developers who give things last minute as they work on things last minute. They will need to be told if the items cannot be turned in at a certain time, they would have to wait two more weeks to get on a different Agenda. He stated they try to be as accommodating as possible and maybe sometimes to their own detriment.

Mayor Bartholomew stated the Applicant/Developer would have to come in one day earlier. Council packets are from 600 - 900 pages long. He felt if they make it clear, with the new cutoff date, and why, there could be pushback at the beginning. He asked to hear what Staff's thoughts were.

City Administrator Lynch stated another concern would be the timeframe of the Planning Commission meetings. Those are held the Tuesday's in between. He stated Staff tries to time when things get to the Council based off that. They would have to examine that schedule and process.

Councilmember Piekarski Krech stated the onerous will be on the Developers and those wanting things brought forward. Mayor Bartholomew agreed and stated they owe it to the people to do it right and without chaos. Councilmember Murphy agreed, stating there was chaos come Monday morning. If wanting it addressed sooner, there is a need to hit the deadline. The smallest packet he has seen has been 250 pages. He stated the order of importance goes: Residents, Staff, and then Council. He agreed with moving the information gathering to Wednesday, as a part of establishing new/firmer guidelines when it comes to Staff presentation. He stated oftentimes he hears items repeated. There are Staff and Residents waiting. Having more time for Council and Residents to ask questions after hitting 3-5 important points, is a decent formula to explore. He stated 6:00 as a start time and would like the Council to discuss a 5:00 start time. He commented that it would not impact residents in a negative fashion because they put Public Comment on the end where it belongs so there is still plenty of time to get to a meeting if you get off of work at 5:00. The Public Hearing portion is not as widely attended, if it is very important to a resident, they would be here, Council would not keep them waiting. He is hopeful Council entertains changing the Code for start times.

Mayor Bartholomew stated he was ambivalent about the 5:00 start time. Councilmember Piekarski Krech stated 5:00 in the summer would be difficult for her. Councilmember Gliva stated 5:00 for the first meeting of the month would be difficult, 5:30 may be easier. Councilmember Piekarski Krech felt there would be a lot of pushback if residents come first, with the earlier timeframe because people are at work. Even though they may not come often, some may ask why they would have to take off work when the Council is working for the residents. Councilmember Murphy responded he doesn't disagree with that, but it assumes everyone works 9:00 to 5:00. He commented when people need to be here for something that is important to them, they come, they alter their schedule. He believes a 5:00 start time is feasible.

Councilmember Piekarski Krech asked what other Cities do. City Administrator Lynch responded it varies widely with as early as 4:30 to 7:00 p.m. Apple Valley meets on a Wednesday. South St. Paul meets on a Tuesday. He stated the County Board starts at 10:00 in the morning, but that is a different body. He commented with the 5:00 timeframe, people are returning from work, family time, food time, then meeting time. Councilmember Piekarski Krech thought at one point Council Meetings began at 7:30. City Administrator Lynch stated when he began with the City, they started at 7:15.

City Clerk Rebecca Kiernan stated she has noticed other Council's beginning earlier than this and still end up running late. She was enthusiastic that Council wants to make a change. She stated moving the packet's a day forward could be more of a challenge for Staff but could be a learning opportunity. She would be fine either way with what Council chooses. She commented she is an enforcer and makes sure deadlines are met.

Community Development Director Heather Rand stated when working with the City of Duluth, they did not have a Work Session once a month but had a Thursday at 5:30 p.m. Agenda Session. The day before Council would get the Agenda and review everything, have questions, have the weekend to have more questions or resident input, and take the vote on Monday night. She stated everyone is struggling and there is no right, or wrong answer, the Council's questions and concerns are very legitimate. Staff is willing to adjust and work with the Council. She stated she appreciated Councilmember Gliva suggesting when getting something on a Thursday night, it is a scramble to have things ready for Monday. She stated they could have discussions about giving Council an additional day to review. She stated EDA meetings and Work Sessions have had 6:00 p.m. start times.

Councilmember Dietrich thanked Community Development Director Rand stating there have been a lot of times she has contacted both Director Rand and City Clerk Kiernan on weekends and both have responded back. Councilmember Dietrich asked if there could be a transition time for putting this together with getting the Agenda out. Some of the internal things could come forward with items to be discussed in the future, getting a portion of it out, or a partial packet. She commented as long as there is a goal, and all is willing to work at it. She stated having been on different Boards, a Consent Agenda needs to be consent. Items have been randomly placed on there, does not see the consistency, and would like for the Consent Agenda to genuinely be a Consent Agenda, not the search for things that are trying to get passed through really quick.

Mayor Bartholomew asked Council about start times and if they want 5:00 or 6:00. He stated he could go with either. Councilmember Dietrich stated she could go with either. Councilmember Piekarski

Krech stated she could be present. Mayor Bartholomew asked to consider exploration of a start time of 5:00 and receiving the packets on Wednesdays. He asked if known items could be received by Council faster, that would be helpful and if they could receive items that are routine sooner.

Councilmember Gliva asked if there was any way they could do a 5:30 timeframe, she has some meetings that go later, it could be harder getting to Council. Councilmember Murphy stated if that is what needed to be done, they could explore it. Councilmember Piekarski Krech asked if anything has been sent out to see what Residents thought. She stated this is the only level of Government that people can come to. She wanted to make sure to have something out there for explanation, and as long as they keep citizen engagement. Councilmember Murphy felt transparency was still there, access to Council is still there. Residents who want/need to be here adjust.

Mayor Bartholomew asked the City Administrator how effective it would be if getting these thoughts on paper and have it put on the website in a memo saying this is what is being considered, searching for input. He asked if the website or social media would be effective for feedback/input from the public. City Administrator Lynch responded they could do both. He stated he would like the City Attorney to weigh in on changes either temporary or permanent, and when those would need to happen. City Attorney McCauley Nason responded to the change of time stating there could be time to do a Poll to residents before a First Reading of an Ordinance Amendment changing the time. She asked if the time change would be on a permanent or temporary basis. Changing on a permanent basis, an Ordinance would be needed to Amend the City Code to change the start time to whatever timeframe Council chooses. This requires Three Readings. At the time of adoption of the Third Reading there would also need to be a Resolution adopting a new regular meeting schedule with the revised time for the year.

She asked if the Council wanted to direct Staff to seek public comment before a First Reading Ordinance is presented to the Council, or after. She asked if the thought was to change the start time to a permanent or temporary basis. If changing permanently, it can always be changed back. Mayor Bartholomew suggested getting public input right away. They would receive public comment at the First Reading. The quicker this is put out there, they get an understanding from Residents. This can be on the website, social media, or both. Councilmember Murphy suggested considering 5:00 or 5:30 and it be a permanent change. He stated he did not see the advantages of public comment before the First Reading. He asked what type of comments would be received if putting on Facebook. Mayor Bartholomew stated he was willing to go either way. He wanted people to be aware when there is the Public Hearing that is the opportunity to come in. Councilmember Piekarski Krech stated in the issue of transparency they have gone out ahead of time to say this is what Council is thinking about before starting an Ordinance. Once starting with an Ordinance people think Council has already made up their mind and people do not have the opportunity to have input.

Councilmember Murphy asked when going out for comment on a topic, how it is tracked, and if it has impacted previous decisions. Councilmember Piekarski Krech responded it sometimes does, depending on the issue. Mayor Bartholomew suggested reaching out to other groups such as the School District, the Chamber of Commerce, and the Senior Group.

Councilmember Piekarski Krech asked the City Clerk if there is a list of people who receive the Agenda all of the time. City Clerk Kiernan responded yes. Councilmember Piekarski Krech suggested putting a

little blast on there stating Council is thinking about changing start times. She commented when she looks at the Agenda, she does not look at the start time. Councilmember Murphy agreed. City Administrator Lynch stated Staff could put together a Communications Plan. He asked Council for parameters such as start time suggestions. Councilmember Piekarski Krech asked for timeframes of 5:00 and 6:00. Councilmember Murphy requested 5:00 and 5:30. He did not believe the 6:00 hour gained as much, stating time limits still need to be worked on along with a standardized presentation.

Councilmember Gliva was not sure all meetings beginning at 5:00 were doable and would be unable to tell at this time if that would be the case. Councilmember Piekarski Krech suggested she email the City Clerk or the City Administrator who would then let Council know.

City Administrator Lynch stated communication could include the Council contemplating an earlier start time such as 5:00 or 5:30. That way people are aware of the timeframe. If residents could give feedback on their ability to participate along with comments they have. He stated they could set this up for a couple of weeks and bring it back to the Council at the March Work Session. Mayor Bartholomew stated they could strive for the First Reading to take place at the first regular meeting in March. Councilmember Gliva stated she would check her schedule and email the City Clerk.

City Administrator Lynch stated in the meantime Staff could be working on the earlier information gathering, assembly, and output. Councilmember Piekarski Krech stated more time may be needed before beginning. City Administrator Lynch stated they can start communication to Department Heads, Supervisors, and Managers who can get it out to Consultants and Contractors suggesting they need to get information to them by Tuesday so it can be sent out Wednesdays.

B. Adjourn:

Motion by Gliva second by Murphy to adjourn the meeting at 8:05 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:	March 8, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of February 17, 2021 to March 2, 2021.

SUMMARY:

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

General & Special Revenue	\$419,009.72
Debt Service & Capital Projects	155,866.63
Enterprise & Internal Service	67,946.52
Escrows	3,916.05
Grand Total for All Funds	<u><u>\$646,738.92</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 17, 2021 to March 2, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-55

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING March 2, 2021**

WHEREAS, a list of disbursements for the period ending March 2, 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	\$419,009.72
Debt Service & Capital Projects	155,866.63
Enterprise & Internal Service	67,946.52
Escrows	3,916.05
Grand Total for All Funds	<u><u>\$646,738.92</u></u>

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

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 2/17/2021 - 3/2/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	206172	03/02/2021	Reflective Graphic Kits & Roof Units	101.42.4000.421.80700	1,667.00
ADVANCED SPORTSWEAR, INC.	73182	02/23/2021	Clothing / Uniforms	101.45.3300.419.60045	88.00
AFSCME COUNCIL 5	CM0003148	02/12/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	(10.58)
AFSCME COUNCIL 5	INV0111143	02/12/2021	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	59.10
ALEX AIR APPARATUS, INC.	3781	02/23/2021	Full service on breathing air compressor	101.42.4200.423.40042	880.40
ASPEN MILLS	269465	02/23/2021	Custom Body Armor Cancellation Fee	101.42.4000.421.60045	300.00
ASPEN MILLS	269567	02/23/2021	Shirt Patches	101.42.4200.423.30700	32.00
BW FRAMING	02/23/2021	03/02/2021	Frame, Mat, Glass, Plague	101.42.4000.421.50030	275.00
CDW GOVERNMENT INC	7774747	02/23/2021	Zebra Spare Batt	101.47.1400.413.60041	32.56
COMPASS MINERALS AMERICA INC.	758813	02/23/2021	BULK COARSE LA - HWY	101.43.5200.443.60016	25,440.30
DAKOTA COUNTY CHIEFS OF POLICE ASSOCI.	02/24/2021	03/02/2021	2021 Membership Dues	101.42.4000.421.50070	8.00
DAKOTA CTY FINANCIAL SVCS	00040306	02/23/2021	Jan 2021 MHZ Subscriber Fee	101.42.4000.421.70501	1,703.09
DAKOTA CTY FINANCIAL SVCS	00040306	02/23/2021	Jan 2021 MHZ Subscriber Fee	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00040306	02/23/2021	Jan 2021 MHZ Subscriber Fee	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	00040345	03/02/2021	Operational Costs, Access & Membership	101.47.1400.413.40035	8,652.25
DAKOTA CTY FIRE CHIEFS ASSN	02/17/2021	02/23/2021	2021 Annual Dues	101.42.4200.423.50070	100.00
DAKOTA ELECTRIC ASSN	109394-7 2/21	02/19/2021	Electric	101.43.5400.445.40020	1,282.38
EFTPS	CM0003149	02/12/2021	FEDERAL WITHHOLDING	101.203.2030200	(240.67)
EFTPS	INV0111169	02/12/2021	FEDERAL WITHHOLDING	101.203.2030200	58,588.07
EFTPS	INV0111171	02/12/2021	MEDICARE WITHHOLDING	101.203.2030500	15,987.64
EFTPS	INV0111172	02/12/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	42,964.56
ENTERPRISE FM TRUST	2668	02/23/2021	Monthly Lease Charges	101.42.4000.421.70300	15,916.71
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.1000.413.50030	739.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.1000.413.60070	680.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.1100.413.50030	575.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.1100.413.60070	680.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.1300.413.50030	73.50
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.41.2000.415.50030	36.75
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.42.4000.421.50030	1,584.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.42.4000.421.60070	450.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.42.4200.423.50030	408.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.42.4200.423.60070	450.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.43.5000.441.50030	36.75
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.43.5000.441.60070	680.00
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.43.5100.442.50035	257.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.43.5200.443.60070	257.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.45.3000.419.50030	73.50
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.45.3200.419.50030	110.25
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.45.3300.419.50030	224.50
FIRST IMPRESSION GROUP, THE	113942	03/02/2021	Letter Heads, Envelopes, Business Card	101.47.1400.413.60065	73.50
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0111150	02/12/2021	HSA ELECTION-FAMILY	101.203.2032500	3,401.43
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0111151	02/12/2021	HSA ELECTION-SINGLE	101.203.2032500	4,874.91
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	101.42.4200.423.40020	648.98
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	101.43.5200.443.40020	68.99
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	101.43.5400.445.40020	630.36
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	101.44.6000.451.40020	689.37
GLS COMPANIES	284094	03/02/2021	2021 Communications Budget	101.41.1300.413.50032	6,830.00
GLS COMPANIES	284094	03/02/2021	2021 Communications Budget	101.41.1300.413.50035	(14.00)
HEALTHEAST MEDICAL TRANSPORTATION	02/10/2021	02/23/2021	JENSEN, CHRISTOPHER BLOOD DRA	101.42.4000.421.30700	88.40
HILLYARD INC	604237780	03/02/2021	Soap & Towels	101.42.4200.423.60011	546.55
HOISINGTON KOEGLER GROUP INC.	020-013-8	02/23/2021	IGH Park System Plan Assistance	101.44.6000.451.30700	603.75
ICMA RETIREMENT TRUST - 457	INV0111141	02/12/2021	457 - ROTH AGE 50+	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0111142	02/12/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0111152	02/12/2021	ICMA-AGE <49	101.203.2031400	4,535.00
ICMA RETIREMENT TRUST - 457	INV0111153	02/12/2021	ICMA-AGE <49 %	101.203.2031400	8,495.69
ICMA RETIREMENT TRUST - 457	INV0111154	02/12/2021	ICMA-AGE 50+	101.203.2031400	7,626.31
ICMA RETIREMENT TRUST - 457	INV0111155	02/12/2021	ICMA-AGE 50+ %	101.203.2031400	1,032.61
ICMA RETIREMENT TRUST - 457	INV0111156	02/12/2021	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	93.98
ICMA RETIREMENT TRUST - 457	INV0111165	02/12/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,022.28
ICMA RETIREMENT TRUST - 457	INV0111166	02/12/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	719.00
ICMA RETIREMENT TRUST - 457	INV0111167	02/12/2021	ROTH-AGE <49 %	101.203.2032400	221.56
ICMA RETIREMENT TRUST - 457	INV0111173	02/12/2021	ICMA-AGE 50+	101.203.2031400	1,093.98
INNOVATIVE OFFICE SOLUTIONS	SUM-059363	02/03/2021	January 2021	101.43.5100.442.60040	288.64
INSIGHT EDGE	1697	02/23/2021	Balance due on Coaching Agreement	101.41.1000.413.30700	97.34
INSIGHT EDGE	1697	02/23/2021	Balance due on Coaching Agreement	101.41.1100.413.30700	146.00
IUOE	INV0111157	02/12/2021	UNION DUES IUOE	101.203.2031000	1,171.18
LANGUAGE LINE SERVICES	10168227	02/23/2021	Over the phone interpretations	101.42.4000.421.50020	16.64
LANGUAGE LINE SERVICES	10168227B	02/24/2021	Missed Balance Forward on Check#2345	101.42.4000.421.50020	8.76
LELS	INV0111158	02/12/2021	UNION DUES (LELS)	101.203.2031000	2,102.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LELS SERGEANTS	INV0111168	02/12/2021	UNION DUES (LELS SGT)	101.203.2031000	381.00
MACQUEEN EQUIPMENT INC	16822	02/23/2021	New regulator hose installation	101.42.4200.423.40042	12.71
MADISON NATIONAL LIFE INSURANCE COMPA	1431358	03/02/2021	March 2021	101.203.2031700	2,903.97
MADISON NATIONAL LIFE INSURANCE COMPA	1431358	03/02/2021	March 2021	101.41.1100.413.20630	24.38
MADISON NATIONAL LIFE INSURANCE COMPA	1431358	03/02/2021	March 2021	101.43.5000.441.20630	24.38
MARTIN-MCALLISTER	13717R	03/02/2021	Public Safety Assessment	101.41.1100.413.30550	550.00
METROPOLITAN COUNCIL	02/18/2021	02/23/2021	January 2021	101.41.0000.3414000	(49.70)
MINNEAPOLIS OXYGEN CO.	20179666	03/02/2021	Medical Oxygen	101.42.4200.423.40042	225.64
MN DEPT OF NATURAL RESOURCES	2021	02/23/2021	Edgewater 27' Boat & Trailer	101.42.4200.423.60040	575.00
MN DEPT OF REVENUE	CM0003150	02/12/2021	STATE WITHHOLDING	101.203.2030300	(74.40)
MN DEPT OF REVENUE	INV0111170	02/12/2021	STATE WITHHOLDING	101.203.2030300	24,850.58
MN GLOVE & SAFETY, INC.	328010	02/23/2021	Gloves & Shirts	101.45.3300.419.60045	133.92
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	101.203.2030900	3,520.05
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	101.42.4000.421.20620	(624.50)
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	101.43.5100.442.20620	(19.26)
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	101.44.6000.451.20620	(8.33)
MN NCPERS LIFE INSURANCE	03/01/2021	03/02/2021	March 2021 Premium	101.203.2031600	272.00
MSP CONTAINERS LLC	1360	02/23/2021	2 40' HC & Delivery	101.44.6000.451.40047	8,700.00
NATURE CALLS, INC.	27033	02/23/2021	January 2021	101.44.6000.451.40065	480.00
NORTHERN SAFETY TECHNOLOGY INC	51960	03/02/2021	Car Parts & Equipment	101.42.4000.421.80700	11,350.66
OCCUPATIONAL HEALTH CENTERS OF MINNE	103322810	03/02/2021	Pre-Employment Panel	101.41.1100.413.30700	141.00
OFFICE OF MN. IT SERVICES	DV21010435	02/23/2021	January 2021	101.47.1400.413.40035	291.40
PERA	INV0111159	02/12/2021	PERA COORDINATED PLAN	101.203.2030600	42,586.42
PERA	INV0111160	02/12/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,275.90
PERA	INV0111161	02/12/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0111162	02/12/2021	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	21.92
PERA	INV0111163	02/12/2021	PERA POLICE & FIRE PLAN	101.203.2030600	23,946.23
PERA	INV0111164	02/12/2021	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	35,919.36
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	101.41.1100.413.50025	16.20
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	101.41.1100.413.50025	18.90
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	101.41.1100.413.50025	17.55
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	101.44.6000.451.50025	245.70
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	101.45.3200.419.50025	26.10
PRO-TECH DESIGN INC.	99791	02/23/2021	Issues with numerous error logs	101.47.1400.413.30700	204.00
PRO-TECH DESIGN INC.	99883	02/23/2021	Camera License	101.47.1400.413.40035	681.81
PRO-TECH DESIGN INC.	99978	03/02/2021	Systems Services	101.47.1400.413.30700	867.00
PRO-TECH DESIGN INC.	99986	03/02/2021	Systems Services	101.47.1400.413.30700	535.50
SOUTH ST PAUL, CITY OF	02/08/2021	03/02/2021	South St. Paul Water Bills	101.207.2070900	49.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1949160	02/23/2021	Retiree - Administration Fees	101.42.4000.421.30550	44.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.41.1100.413.30550	18.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.41.2000.415.30550	84.11
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.42.4000.421.30550	285.23
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.43.5100.442.30550	57.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.44.6000.451.30550	54.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.45.3000.419.30550	17.43
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.45.3300.419.30550	32.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	101.47.1400.413.30550	37.10
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.41.1100.413.30550	18.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.41.2000.415.30550	84.11
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.42.4000.421.30550	285.23
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.43.5100.442.30550	57.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.44.6000.451.30550	54.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.45.3000.419.30550	17.43
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.45.3300.419.30550	32.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	101.47.1400.413.30550	37.10
TDS METROCOM	02/13/2021	02/23/2021	Communiation Services	101.47.1400.413.50020	172.86
TOTAL CONSTRUCTION & EQUIP.	30089	03/02/2021	Skyview Park Additional Lighting Issues	101.44.6000.451.40047	208.39
TOTAL CONSTRUCTION & EQUIP.	20258	03/02/2021	Parks Dept Misc Work	101.44.6000.451.40047	3,355.55
TYLER TECHNOLOGIES, INC	025-321913	03/02/2021	Monthly Fees February 2021	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-324330	03/02/2021	Monthly Fee March 2021	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	0900607195	02/23/2021	Clothing / Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900607195	02/23/2021	Clothing / Uniforms	101.44.6000.451.60045	14.26
VERIFIED CREDENTIALS, INC.	315648	03/02/2021	February BackGround Screening	101.41.1100.413.30700	94.25
WEST METRO FIRE-RESCUE DISTRICT	03/01/2021	03/02/2021	Honor Guard Clinic	101.42.4200.423.50080	200.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST	INV0111149	02/12/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WSB & ASSOCIATES, INC.	R-017515-000-1	02/23/2021	Outdoor Rec Grant Program	101.44.6000.451.30700	1,551.50

Fund: 101 - GENERAL FUND

402,849.09

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GREENSPRING MEDIA GROUP	2020ci-2765	02/23/2021	2021 Biking Guide	201.44.1600.465.50025	2,100.00
MILES PARTNERSHIP LLLP	45884	02/23/2021	Explore Minnesota: Official Travelers	201.44.1600.465.50025	2,300.00
MN ASSOC OF CONVENTION & VISITORS	505	02/23/2021	Membership renewal	201.44.1600.465.50070	425.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10902	03/02/2021	February 2021 Service Contract	201.44.1600.465.30700	6,127.16
RUSS M. LOWTHIAN	4004	03/02/2021	Directory Ad	201.44.1600.465.50025	2,450.00
STACY ANN BROOKS	329	03/02/2021	January Blog Posts	201.44.1600.465.50025	205.00
STACY ANN BROOKS	335	03/02/2021	March Blog Posts	201.44.1600.465.50025	215.00
Fund: 201 - C.V.B. FUND					13,822.16
JESSICA SHORT	02/06/2021	02/23/2021	Love 2 Dance Mini Camp	204.44.0000.3470000	32.00
KRATZER, CRISTA	02/17/2021	02/23/2021	Refund due to Incorrect Pricing	204.44.0000.3470000	17.00
MINNESOTA EDUCATIONAL SCHOLARSHIP FU	02/14/2021	02/23/2021	APPEARANCE FEE	204.44.6100.452.30700	150.00
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	204.44.6100.452.20620	(3.70)
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	204.44.6100.452.30550	24.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	204.44.6100.452.30550	24.70
Fund: 204 - RECREATION FUND					244.70
AEP ONSITE PARTNERS, LLC	419-21292647	02/23/2021	January 2021	205.44.6200.453.40020	629.43
AEP ONSITE PARTNERS, LLC	419-21292647	02/23/2021	January 2021	205.44.6200.453.40020	651.42
CHERUMANI, ANCY	02/19/2021	02/23/2021	Covid Closure	205.44.0000.3493501	76.00
CLIFTON, MATT	02/10/2021	02/23/2021	Partial Refund due to Closure	205.44.0000.3493501	72.00
INNOVATIVE OFFICE SOLUTIONS	SUM-059363	02/03/2021	January 2021	205.44.6200.453.60040	5.42
INNOVATIVE OFFICE SOLUTIONS	SUM-059363	02/03/2021	January 2021	205.44.6200.453.60040	41.15
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	205.44.6200.453.20620	(3.70)
PERA	11/06/2020	03/02/2021	PERA Credit	205.44.6200.453.20400	(2.52)
PERA	11/06/2020	03/02/2021	PERA Credit	205.44.6200.453.20400	(331.35)
PROJECT ENTERTAINMENT LLC	7415981	02/23/2021	Movie screen	205.44.6200.453.30700	814.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	205.44.6200.453.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	205.44.6200.453.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	205.44.6200.453.30550	43.59
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	205.44.6200.453.30550	43.59
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	205.44.6200.453.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	205.44.6200.453.30550	11.55
Fund: 205 - COMMUNITY CENTER					2,092.23
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	290.45.3000.419.30550	0.77
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					1.54
EHLERS AND ASSOCIATES, INC.	86257	02/23/2021	Arbitrage Report 2018A	392.57.9000.570.30150	4,500.00
Fund: 392 - G.O. CAP IMPR BONDS 2018A					4,500.00
HOISINGTON KOEGLER GROUP INC.	020-057-2	02/23/2021	IGH NW Area/Peltier Park Design	402.44.6000.451.30700	3,445.00
WSB & ASSOCIATES, INC.	R-017280-000-2	02/23/2021	CSAH 26 Pedestrian Underpass	402.44.6000.451.30700	2,482.25
Fund: 402 - PARK ACQ. & DEV. FUND					5,927.25
METROPOLITAN COUNCIL	02/18/2021	02/23/2021	January 2021	404.217.2170000	12,449.85
Fund: 404 - SEWER CONNECTION FUND					12,449.85
KIMLEY-HORN & ASSOCIATES, INC.	17254743B	03/02/2021	Labor & Expenses	436.73.5900.736.30300	3,421.16
Fund: 436 - 2016 IMPROVEMENT FUND					3,421.16
BARR ENGINEERING COMPANY	23191446.00-6	03/02/2021	Old Village Drainage Study	440.74.5900.740.30300	2,664.00
BARR ENGINEERING COMPANY	23191446.00-6	03/02/2021	Old Village Drainage Study	440.74.5900.740.30300	2,664.00
BOLTON & MENK, INC.	0263627	03/02/2021	Dawn Way Improvements	440.74.5900.740.30300	12,749.75
BOLTON & MENK, INC.	0263627	03/02/2021	Dawn Way Improvements	440.74.5900.740.30300	12,749.75
KIMLEY-HORN & ASSOCIATES, INC.	17352586B	03/02/2021	Labor & Expenses	440.74.5900.740.30300	18,029.27
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	440.74.5900.740.50025	299.25
Fund: 440 - PAVEMENT MANAGEMENT PROJ					49,156.02
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	441.74.5900.741.40020	390.85
MN GLOVE & SAFETY, INC.	328076	02/23/2021	Ice Trekkers	441.74.5900.741.40066	159.80
SOUTH ST PAUL, CITY OF	02/08/2021	03/02/2021	South St. Paul Water Bills	441.74.5900.741.40030	84.06
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	441.74.5900.741.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	441.74.5900.741.30550	11.55
Fund: 441 - STORM WATER MANAGEMENT					657.81
BOLTON & MENK, INC.	0263624	03/02/2021	2021 Trunk Utility	446.74.5900.746.30300	10,285.50
WSB & ASSOCIATES, INC.	0-001702-270-21	02/23/2021	65th Street Improvments Feasibility	446.74.5900.746.30300	640.25
WSB & ASSOCIATES, INC.	R-012429-000-20	02/23/2021	Lund property drainage review	446.74.5900.746.30300	4,240.25
Fund: 446 - NW AREA					15,166.00
EMMONS & OLIVIER RESOURCES	00095-0073-1	03/02/2021	IGH 2021 Development Reviews	448.74.5900.748.30300	547.00
WENCK ASSOCIATES, INC.	12009570	02/23/2021	Canvas Pump Stations	448.74.5900.748.30300	2,721.20
Fund: 448 - NWA - STORM WATER					3,268.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	449.45.3000.419.50025	41.40
Fund: 449 - COMMUNITY PROPERTY					41.40
BARR ENGINEERING COMPANY	23190218.00-292	02/23/2021	PBL Environmental Technical Assistance	451.75.5900.751.30700	1,270.50
Fund: 451 - HOST COMMUNITY FUND					1,270.50
BARR ENGINEERING COMPANY	23191452.00-3	03/02/2021	T- 8 Pond Outlet Replacement	470.77.5900.770.30300	7,086.50
KIMLEY-HORN & ASSOCIATES, INC.	17114647B	03/02/2021	Labor & Expenses	470.44.5900.770.30700	5,006.75
KIMLEY-HORN & ASSOCIATES, INC.	17114647C	03/02/2021	Labor & Expenses	470.44.5900.770.30700	45,000.00
KIMLEY-HORN & ASSOCIATES, INC.	17231170B	03/02/2021	Labor & Expenses	470.44.5900.770.30700	2,713.59
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	470.44.5900.770.50025	201.60
Fund: 470 - 2020 IMPROVEMENT FUND					60,008.44
CORE & MAIN LP	N649806	03/02/2021	Parts/Equipment	501.50.7100.512.40043	2,024.00
CORE & MAIN LP	N716896	03/02/2021	10 NOZ CAPS, 7 PMP CAPS	501.50.7100.512.40043	4,260.40
DELEGARD TOOLS	44235	03/02/2021	Tools	501.50.7100.512.60016	67.04
FERGUSON WATERWORKS	0184818	02/23/2021	48 Mighty Probe	501.50.7100.512.60016	170.50
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	501.50.7100.512.40020	8,431.70
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	501.50.7100.512.40020	2,278.12
GOPHER STATE ONE-CALL	0110485	02/23/2021	Tickets	501.50.7100.512.30700	402.30
GRAINGER	9799389953	02/23/2021	Solenoid Valve, Brass	501.50.7100.512.40040	139.06
GRAINGER	9799389961	02/23/2021	Solenoid Valve, Brass	501.50.7100.512.40040	278.12
HACH COMPANY	12311437	02/23/2021	DPD TOT Chlorine AccuVac	501.50.7100.512.60019	453.75
HAWKINS, INC.	4877438	02/23/2021	Chlorine & Freight	501.50.7100.512.60019	737.00
MINNESOTA DEPARTMENT OF HEALTH	02/02/2021	02/23/2021	1st QTR 2021 Water Test Fee	501.207.2070100	19,238.00
MN GLOVE & SAFETY, INC.	328038	02/23/2021	Clothing / Uniforms	501.50.7100.512.60045	199.96
MN GLOVE & SAFETY, INC.	328039	02/23/2021	Clothing / Uniforms	501.50.7100.512.60045	69.99
MN GLOVE & SAFETY, INC.	328078	02/23/2021	Returns	501.50.7100.512.60045	(79.98)
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	501.50.7100.512.20620	(112.18)
POLLARD INC, JOSEPH G	0184815	02/23/2021	M-Spector FT Kit & Battery Packs	501.50.7100.512.60040	762.69
SHERWIN-WILLIAMS CO.	5859-3	02/23/2021	Paint & Paint recylcing fee(s)	501.50.7100.512.40040	153.84
SHERWIN-WILLIAMS CO.	6034-2	02/23/2021	Paint & Paint recycling fee	501.50.7100.512.40040	156.14
SHERWIN-WILLIAMS CO.	3199-0	03/02/2021	Paint - 2 Gallons	501.50.7100.512.60016	258.39
SOUTH ST PAUL, CITY OF	02/08/2021	03/02/2021	South St. Paul Water Bills	501.50.7100.512.40005	383.92
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	501.50.7100.512.30550	40.85
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	501.50.7100.512.30550	40.85
TOTAL CONSTRUCTION & EQUIP.	20935	03/02/2021	Utilities Dept Wire Mini Split	501.50.7100.512.40040	225.92
WATER CONSERVATION SERVICES INC	10716R	03/02/2021	Re-Issue of Check#232923	501.50.7100.512.30700	301.60
Fund: 501 - WATER UTILITY FUND					40,881.98
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	502.51.7200.514.40020	252.82
MN GLOVE & SAFETY, INC.	328040	02/23/2021	Jeans	502.51.7200.514.60045	69.98
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	502.51.7200.514.20620	(112.18)
SOUTH ST PAUL, CITY OF	02/08/2021	03/02/2021	South St. Paul Water Bills	502.51.7200.514.40015	619.88
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	502.51.7200.514.30550	24.61
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	502.51.7200.514.30550	24.61
Fund: 502 - SEWER UTILITY FUND					879.72
DAKOTA ELECTRIC ASSN	1003663-5 2/21	02/19/2021	Electric	503.52.8600.527.40020	2,683.47
DAKOTA ELECTRIC ASSN	1004861-8 2/21	02/19/2021	Electric	503.52.8600.527.40020	216.31
DAKOTA ELECTRIC ASSN	201360-5 2/21	02/19/2021	Electric	503.52.8600.527.40020	303.86
DAKOTA ELECTRIC ASSN	246837-9 2/21	02/19/2021	Electric	503.52.8600.527.40020	856.35
DAKOTA ELECTRIC ASSN	250165-8 2/21	02/19/2021	Electric	503.52.8600.527.40020	142.04
DAKOTA ELECTRIC ASSN	393563-2 2/21	02/19/2021	Electric	503.52.8600.527.40020	224.20
DAKOTA ELECTRIC ASSN	426713-4 2/21	02/19/2021	Electric	503.52.8600.527.40020	67.16
DAKOTA ELECTRIC ASSN	443054-2 2/21	02/19/2021	Electric	503.52.8600.527.40020	23.48
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	503.52.8600.527.40020	44.33
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	503.52.8000.521.20620	(10.51)
SOUTH BAY DESIGN	020121	02/23/2021	Monthly Site Updates	503.52.8500.526.50025	150.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	503.52.8600.527.30550	21.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	503.52.8600.527.30550	21.70
Fund: 503 - INVER WOOD GOLF COURSE					4,758.09
LEAGUE OF MN CITIES INS TRUST	6379	02/23/2021	Claim# LMC CA 000000092479	602.00.2100.415.40048	1,000.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	602.00.2100.415.30550	1.67
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	602.00.2100.415.30550	1.67
Fund: 602 - RISK MANAGEMENT					1,003.34
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12102	02/23/2021	December 2020	603.00.5300.444.40020	840.87
INVER GROVE FORD	02/08/2021	02/23/2021	Electrical Repair. VIN#1FM5K8AB1LGC9	603.00.5300.444.40041	131.98
INVER GROVE FORD	02/08/2021B	02/23/2021	Electrical Repair. VIN#1FM5K8AB9LGDC	603.00.5300.444.40041	131.98
INVER GROVE FORD	02/10/2021	02/23/2021	Electrical Repair. VIN#1FM5K8AB4LGDC	603.00.5300.444.40041	131.98
KIMBALL MIDWEST	8620189	02/23/2021	Nut (100 pack)	603.140.1450050	117.00
KIMBALL MIDWEST	8624997	02/23/2021	Fuses, Fittings, Nuts	603.00.5300.444.60012	239.87
MID CITY SERVICES, INC.	145023	02/23/2021	Mats	603.00.5300.444.40065	71.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NATURE CALLS, INC.	27032	02/23/2021	Portable Restrooms	603.00.5300.444.40040	120.00
NORTH AMERICAN TRAILER SALES	030004170608	02/23/2021	CLR/MKR Lamp	603.140.1450050	22.59
NORTHLAND CHEMICAL CORP	7166	02/23/2021	Lubricant	603.00.5300.444.60012	119.34
NUSS TRUCK AND EQUIPMENT	4658402P	02/23/2021	Slack Adjuster	603.00.5300.444.40041	96.34
NUSS TRUCK AND EQUIPMENT	4658247P	02/23/2021	Plug	603.00.5300.444.40041	13.44
NUSS TRUCK AND EQUIPMENT	4658396P	02/23/2021	Belt	603.00.5300.444.40041	670.81
NUSS TRUCK AND EQUIPMENT	4658401P	02/23/2021	V-Ribbed Belt	603.00.5300.444.40041	105.14
O' REILLY AUTO PARTS	1767-128336	02/23/2021	Mechanic Wire	603.00.5300.444.60012	16.99
O' REILLY AUTO PARTS	1767-128351	02/23/2021	Bar Stool	603.00.5300.444.60040	39.99
OXYGEN SERVICE COMPANY, INC	08414884	02/23/2021	Welding hose	603.00.5300.444.60012	61.87
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	603.00.5300.444.30550	9.44
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	603.00.5300.444.30550	9.44
TITAN MACHINERY	15140877	02/23/2021	Pumps	603.00.5300.444.40041	87.45
TOWMASTER TRAILERS INC	435985	02/23/2021	Cylinder Air Solenoid	603.00.5300.444.40041	211.01
TOWMASTER TRAILERS INC	436027	02/23/2021	Driveline Solid Front MT	603.00.5300.444.40041	224.00
TOWMASTER TRAILERS INC	436085	02/23/2021	Kit Cross & Bearing	603.00.5300.444.40041	18.64
UNIFIRST CORPORATION	0900607195	02/23/2021	Clothing / Uniforms	603.00.5300.444.40065	105.73
UNIFIRST CORPORATION	0900607195	02/23/2021	Clothing / Uniforms	603.00.5300.444.60045	29.49
WORLD FUEL SERVICES	216964313603-41801	02/23/2021	Fuel	603.140.1450050	675.86
Fund: 603 - CENTRAL EQUIPMENT					4,302.25
GREATAMERICA FINANCIAL SERVICES CORP	28722134	02/23/2021	Printers & Copiers Contracts	604.00.2200.416.40050	1,816.28
GREATAMERICA FINANCIAL SERVICES CORP	INV8454413	03/02/2021	Sharp Stand 1 x 550 Sheet Paper Drawe	604.00.2200.416.60010	515.00
INNOVATIVE OFFICE SOLUTIONS	SUM-059363	02/03/2021	January 2021	604.00.2200.416.60005	537.02
INNOVATIVE OFFICE SOLUTIONS	SUM-059363	02/03/2021	January 2021	604.00.2200.416.60010	1,149.34
NEOPOST USA INC	02/25/2021	03/02/2021	Postage	604.00.2200.416.50035	6,019.50
Fund: 604 - CENTRAL STORES					10,037.14
AEP ONSITE PARTNERS, LLC	419-21292647	02/23/2021	January 2021	605.00.7500.460.40020	417.46
MCKINSTRY ESSENTION LLC	20046488	02/23/2021	Progress Billing - Preventive Maintenance	605.00.7500.460.30700	4,037.50
MN LIFE INSURANCE CO	March 2021	03/02/2021	Policy #0027324	605.00.7500.460.20620	(2.78)
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1968335	01/31/2021	Payroll	605.00.7500.460.30550	8.72
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1941686	02/22/2021	Payroll	605.00.7500.460.30550	8.72
Fund: 605 - CITY FACILITIES					4,469.62
PRO-TECH DESIGN INC.	99978	03/02/2021	Systems Services	606.00.1400.413.80610	1,614.38
Fund: 606 - TECHNOLOGY FUND					1,614.38
BARR ENGINEERING COMPANY	23190328.19-25	03/02/2021	IGH 2019 Project Reviews and Studies	702.229.2283203	288.00
BOLTON & MENK, INC.	0263629	03/02/2021	Trunk Sewer Review	702.229.2291103	636.00
DEREK SHURSON	02/08/2021	03/02/2021	Escrow Release	702.229.2292403	1,362.00
JASON, LLC.	02/10/2021	03/02/2021	Escrow Release	702.229.2295003	1,500.00
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	702.229.2293603	42.30
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	702.229.2295603	25.37
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	702.229.2295603	26.55
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	702.229.2295703	29.70
PIONEER PRESS	121572521	01/31/2021	Advertising/Publishing	702.229.2295703	31.50
PIONEER PRESS	121572521CR	01/31/2021	Advertising/Publishing	702.229.2295603	(25.37)
Fund: 702 - ESCROW FUND					3,916.05
Grand Total					646,738.92



Request for Council Action

Personnel Actions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 08, 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:

Kira Woods, Lifeguard

Natalie Fredricks, Skating Instructor

Stella Anderson-Moye, Lifeguard

Full-time Employment:

Alisa Gerhold, Engineering Technician

Jeremiah Johnson, Patrol Officer

Voluntary Resignations, Retirements and/or Terminations:

Joe Lynch, City Administrator, Resignation

Scott Thureen, Public Works Director, Retirement

**Request for Council Action**

TITLE: Consider Resolution Approving Inver Grove Heights Energy Action Plan and Partners in Energy Phase Two Memorandum of Understanding

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

PURPOSE/ACTION REQUESTED:

The Council is to consider the resolution approving Inver Grove Heights Energy Action Plan and Partners in Energy Phase Two Memorandum of Understanding

PROJECT BACKGROUND:

City of Inver Grove Heights began participating in Xcel Energy's Partners in Energy, a two-year collaboration to develop and implement a community's energy goals, in February 2020. Through Partners in Energy, a community stakeholder team was formed to assist with the development of an Energy Action Plan.

The attached draft Energy Action Plan ("Plan") is the result of five planning workshops. This Plan will be the guiding document to assist our community in making energy choices that conserve both natural and financial resources. The attached Memorandum of Understanding (MOU) formalizes the agreement between Xcel Energy and the City of Inver Grove Heights to implement the plan. Xcel Energy's Partners in Energy will directly support the City in the first phase of implementation for 18-months, providing project management, marketing and outreach, data tracking and reporting support to ensure the City is equipped to successfully implement the Plan.

Staff presented the draft Energy Action Plan to the City Council at the March 1, 2021 Work Session. Council directed the City's attorney's office to review the Memorandum of Understanding to ensure there is no legally binding language. The City Attorney's office has reviewed the MOU and Energy Action Plan and confirmed that the MOU explicitly states that it is a "voluntary agreement and not intended to be legally binding for either party."

City Council also asked staff to confirm if existing workloads would be significantly impacted by implementation of this plan. Staff finds that the time needed to implement this plan will not exceed staff time already budgeted for environmental programming within the Community Development Department. The vast majority of staff time spent on plan implementation will fall into the existing work plan of the Environmental Specialist, whose job duties include coordinating the development and implementation of sustainability projects.

Although all actions will be led by the Environmental Specialist, some assistance will be required by other staff on occasion. This assistance from other staff will be directly related to their existing work and will not significantly increase their workload. Other divisions that are expected to provide support include communications, fleet management and operations and maintenance. These divisions were consulted for feedback on the Plan and no workload concerns were raised.

Existing staff time discussed above is the only planned expense associated plan and is already budgeted for. Any tactic included in the Implementation Work Plan that may result in a budgetary impact is prefaced with the city will consider implementing the action. For these items, the Environmental Specialist will present implementation options and a proposed budget to the City Council for feedback and consideration of approval. Examples of these tactics include: Residential Tactics A.3 (*Consider Home Energy Squad subsidies, page 23*), B.5 (*Consider partnering with home finance providers, page 26*), D.3 (*Consider supporting solar garden development, page 28*); and Municipal Tactics B.2 (*Explore options to maximize efficiency in municipal development, page 42*), C.2 (*Examine opportunities to host solar gardens, page 42*).

RECOMMENDATION:

On Thursday, February 25, the Environmental Commission recommended City Council approval of the Energy Action Plan.

Staff has responded to the questions raised by City Council at the March 1, 2021 Work Session and recommends approval of the resolution approving Inver Grove Heights Energy Action Plan and Partners in Energy Phase Two Memorandum of Understanding.

ATTACHMENTS:

Draft Resolution

Draft Memorandum of Understanding (MOU)

Draft Energy Action Plan

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

RESOLUTION NO. 2021-56

**RESOLUTION APPROVING INVER GROVE HEIGHTS ENERGY ACTION PLAN
AND PARTNERS IN ENERGY PHASE TWO MEMORANDUM OF UNDERSTANDING**

WHEREAS, the City is committed to demonstrating leadership in sustainability in our community;

WHEREAS, the City recognizes Partners in Energy will assist the city in achieving existing environmental programming goals;

WHEREAS, the City sees value in leveraging no-cost external partnerships, such as Partners in Energy, to support existing city programming;

WHEREAS, the City submitted an application and was selected to participate in Partners in Energy in February 2020,

WHEREAS, the City convened a stakeholder team, developed an Energy Action Plan and is prepared to move to Phase 2, Implementation;

NOW, THEREFORE, BE IT RESOLVED the City Council of Inver Grove Heights adopts the Inver Grove Heights Energy Action Plan and authorizes that Mayor Tom Bartholomew act as the legal Sponsor for the project contained in Xcel Energy's Partners in Energy and is hereby authorized to execute the Memorandum of Understanding on behalf of the City of Inver Grove Heights.

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

Ayes: 5

Nays: 0

Approved:

Attest:

Thomas Bartholomew, Mayor

Rebecca Kieran, City Clerk

(Date)

(Date)

Memorandum of Understanding Phase 2 – Plan Implementation

Mayor Tom Bartholomew
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

The intent of this Memorandum of Understanding is to recognize the achievement of Inver Grove Heights in developing an Energy Action Plan. Northern States Power Company doing business as Xcel Energy, through its Partners in Energy offering, has supported the development of this Energy Action Plan. This document outlines how the City of Inver Grove Heights and Xcel Energy will continue to work together to implement this Energy Action Plan. The term of this joint support, as defined in this document, will extend from April 1, 2021 through December 31, 2022.

Xcel Energy will support the City of Inver Grove Heights in achieving the goals of its Energy Action Plan in the following ways:

Residential Community Engagement

A. Education and outreach to increase energy efficiency among residents

- Create content for outreach campaign, including social media, newsletter copy, flyers and postcards, talking points and scripts, and copy or media for short videos.
- Incorporate city branding into materials and facilitate review by city and Xcel Energy communications.
- Identify Xcel Energy programs and energy saving behaviors to promote in materials.
- Create content and develop testimonials for efficiency guide for both print and online versions.
- Connect City staff with Home Energy Squad® representatives to facilitate buy-down if City chooses to do this.
- Connect City staff with other Partners in Energy communities for best practices.
- Create surveys, content, or workshop preparations for annual engagement opportunities for feedback. Support with translation of materials, as needed.
- Support recognition program with decal and sharing best practices from other Partners in Energy communities.

B. Decrease energy burden for under-resourced households

- Support outreach to partner organizations with talking points.
- Design outreach materials promoting resources and programs targeted to under-resourced and high-energy burden households.
- Support the translation of promotional materials if identified as a need to reach target audiences.

Memorandum of Understanding
Implementation Phase

- C. Provide targeted education & outreach to multi-family properties and senior living facilities to increase energy efficiency*
- Create outreach script for multi-family property management engagement, including overview flyer.
 - Design overview flyers to target different types of buildings, such as senior and affordable.
 - Create renter energy savings tips to engage renters.
 - Support recognition program with decal and sharing best practices from other Partners in Energy communities.
- D. Education & outreach to increase renewable energy support and adoption among residents*
- Identify renewable energy programs for Inver Grove Heights and guides for how to enroll in each program based on resident goals.
 - Create outreach materials identify renewable energy opportunities and programs.
 - Work with City staff to identify permitting and land use guidelines for on-site solar to document in guide.
 - Share best practices and connect City staff to peer communities to examine opportunities for community solar gardens or solar group buys.
- E. Support efficient transportation options for businesses, schools, nonprofits, and places of worship*
- Create outreach materials aimed at reducing barriers to electric vehicle ownership and development.
 - Share information about electric-vehicle ready development that can be used in development review process.
 - Connect city staff with resources, including Xcel Energy staff who can help promote electric vehicles.

Support funded by Xcel Energy for this strategy is not to exceed 145 hours. These hours will include those provided through the Partners in Energy team from Center for Energy and Environment and do not include support provided by Xcel Energy internal program staff.

Businesses, Schools, Nonprofits, and Places of Worship

- A. Education & outreach to increase energy efficiency among industry and large businesses*
- Create flyers and postcards to distribute at peer-sharing events.
 - Create recognition decal or other material.
 - Connect team with Partners in Energy communities who have recognition programs.
 - Create testimonials and case studies to include in recognition program.
 - Create guide for forming green teams with copy and design support.
 - Create outreach scripts for volunteers.

Memorandum of Understanding
Implementation Phase

- Create surveys or content for annual engagement opportunities for feedback. Provide translation support if identified as an effective way to gather more community output.
- Support recognition program with decal and sharing best practices from other Partners in Energy communities.
- B. Education & outreach to increase energy efficiency among small businesses*
 - Update designed materials from strategy A with small business messaging and programs.
 - Help design outreach campaign with multiple touch points for small businesses, such as a door-to-door campaign in commercial areas of the community.
 - Create outreach scripts and talking points for events, 1:1 outreach, and other small business engagement.
 - Create surveys or content for annual engagement opportunities for feedback. Provide translation support if identified as an effective way to gather more community output.
 - Support recognition program with decal and sharing best practices from other Partners in Energy communities.
- C. Education & outreach to increase energy efficiency among local schools, nonprofits, and places of worship*
 - Update designed materials from strategy A to include messaging for schools, nonprofits, and places of worship.
 - Identify Xcel Energy and Dakota Electric programs targeted to this audience.
 - Create campaign with multiple touch points.
 - Create surveys or content for annual engagement opportunities for feedback. Provide translation support if identified as an effective way to gather more community output.
 - Support recognition program with decal and sharing best practices from other Partners in Energy communities.
- D. Education & outreach to increase renewable energy adoption and support among businesses and institutions*
 - Identify Xcel Energy and Dakota Electric renewable energy programs.
 - Create guides on how to sign up for different programs.
 - Connect City with other communities, utility contacts, and other renewable energy experts to discuss hosting community solar on-site.
- E. Support efficient transportation options for businesses, schools, nonprofits, and places of worship*
 - Create outreach materials aimed at reducing barriers to electric vehicle ownership and development.
 - Share information about electric-vehicle ready development that can be used in development review process.

Connect city staff with resources, including Xcel Energy staff who can help promote electric vehicles. Support funded by Xcel Energy for this strategy is not to exceed 135 hours. These

Memorandum of Understanding
Implementation Phase

hours will include those provided through the Partners in Energy team from Center for Energy and Environment and do not include support provided by Xcel Energy internal program staff.

Municipal Leadership

- A. *Demonstrate leadership in sustainability*
 - Connect City with Xcel Energy and Dakota Electric account managers and program managers, and with Partners in Energy Communities for peer-sharing.
 - Support GreenSteps and SolSmart designation activities.
 - Write case studies about projects completed at City facilities to showcase leadership.
 - Share New Construction Toolkit and create materials for development review.
- B. *Increase energy efficiency in municipal operations and buildings*
 - Connect City with Xcel Energy and Dakota Electric account managers and program managers for upgrades.
 - Identify energy saving behaviors for employees and building occupants.
- C. *Explore renewable energy for municipal operations and buildings*
 - Connect City with Xcel Energy and Dakota Electric account managers and program managers about renewable energy options.
 - Connect City with Partners in Energy Communities for peer-sharing.
 - Provide information on best practices for municipal renewable energy development.
- D. *Examine and implement efficient transportation and fleet electrification*
 - Connect City with resources for ride and drive events.
 - Connect City with Xcel Energy and Dakota Electric account managers and program managers about EV resources.
 - Connect City with Partners in Energy Communities for peer-sharing.

Support funded by Xcel Energy for this strategy is not to exceed 45 hours. These hours will include those provided through the Partners in Energy team from Center for Energy and Environment and do not include support provided by Xcel Energy internal program staff.

Project Management and Reimbursed Expenses

- A. Provide presentation content outlining Partners in Energy process, identified focus areas and goals, and benefits to community to be presented to Council as part of update process.
- B. Facilitate regular check-in meetings, track and report energy impacts and activities (process annual data from Xcel Energy) and help coordinate implementation kick-off activities.
- C. Provide up to \$2,500 for reimbursed expenses related to printing and distribution of co-branded marketing materials, venue fees, food, and other related needs associated with outreach and education. Xcel Energy funding will not be provided for the purchase of alcohol.

Memorandum of Understanding
Implementation Phase

- D. Support funded by Xcel Energy for this strategy is not to exceed 105 hours. These hours will include those provided through the Partners in Energy team from Center for Energy and Environment and do not include support provided by Xcel Energy internal program staff.

City of Inver Grove Heights commits to supporting the Energy Action Plan to the best of its ability by:

Achieving the energy savings impacts outlined in the energy action plan and shown in the table below:

(2021 – 2022)	Electricity Savings (in kWh)	Natural Gas Savings (in therms)
Baseline Historic Energy Savings	6,053,200	452,600
Incremental Plan Energy Savings	1,643,500	61,700
Total Plan Energy Savings (baseline + plan energy savings)	7,696,700	514,300

Performing the coordination, tracking, and outreach duties as outlined in the Energy Action Plan that include but are not limited to the following:

Residential Community Engagement

- A. Education and outreach to increase energy efficiency among residents*
- Leverage communication channels to promote and share calls to action and materials created by Partners in Energy.
 - Create Energy Savings Corner for newsletter.
 - Promote tools and resources on communication channels and with partner networks.
 - Support creation of videos and other flyers by reviewing content and providing communications support to host and publish content.
 - Collect testimonials from residents to feature in outreach.
 - Develop a green recognition program for residents, including eligibility requirements and structure for awarding recognition to residents.
 - Host annual engagement opportunities to collect feedback on energy related needs, such as surveys, open houses, or workshops.
- B. Decrease energy burden for under-resourced households*
- Establish partnerships with service organizations and leverage existing relationships to garner support for the Energy Action Plan and to support under-resourced households.
 - Share outreach materials with partner organizations.

Memorandum of Understanding
Implementation Phase

- Leverage relationships with manufactured home parks to conduct outreach about resources.
 - Leverage community channels to share messaging and resources.
 - Identify and coordinate home financing options to offer low-interest financing opportunities.
- C. Provide targeted education & outreach to multi-family properties and senior living facilities to increase energy efficiency*
- Create list of multi-family buildings in Inver Grove Heights using city and public data.
 - Leverage recycling outreach relationships to share energy efficiency program materials.
 - Work with existing communication channels and property managers to share renter energy savings tips.
 - Develop recognition program for multi-family buildings, including eligibility and structure for recognition.
- D. Education & outreach to increase renewable energy support and adoption among residents*
- Leverage communication channels to promote and share calls to action and materials created by Partners in Energy.
 - Explore opportunities for on-site solar gardens by connecting with peer communities and utility experts.

Businesses, Schools, Nonprofits, and Places of Worship

- A. Education & outreach to increase energy efficiency among industry and large businesses*
- Create dedicated webpage to host information about energy opportunities for businesses.
 - Research best practices for recognition programs and establish a large business category.
 - Gather testimonials from businesses to share with outreach.
 - Leverage city relationships and communication channels to share outreach materials.
 - Identify volunteers and champions to help with 1:1 outreach.
 - Host annual engagement opportunities to collect feedback on energy related needs, such as surveys, open houses, or workshops.
- B. Education & outreach to increase energy efficiency among small businesses*
- Leverage city relationships and communication channels to share outreach materials, including Chamber of Commerce relationships.
 - Identify civic organizations and other groups to help share outreach materials and garner support for the Energy Action Plan.
 - Gather testimonials from businesses to share with outreach.
 - Identify opportunities to speak at Chamber events to co-host energy-specific event.

Memorandum of Understanding
Implementation Phase

- Identify volunteers and champions to help with 1:1 outreach to small businesses.
 - Establish recognition process for small businesses to accompany other recognition programs.
 - Use city relationships and other public sources to identify buildings that are owned by commercial property groups to facilitate direct engagement with decision makers.
 - Host annual engagement opportunities to collect feedback on energy related needs, such as surveys, open houses, or workshops.
- C. *Education & outreach to increase energy efficiency among local schools, nonprofits, and places of worship***
- Partner with Chamber to create peer-sharing events about energy.
 - Leverage city relationships and communication channels to share outreach materials.
 - Establish recognition process for schools, nonprofits, and places of worship to accompany other recognition programs.
 - Host annual engagement opportunities to collect feedback on energy related needs, such as surveys, open houses, or workshops.
- D. *Education & outreach to increase renewable energy adoption and support among businesses and institutions***
- Leverage city relationships with external partners, plus city-based communication channels to share outreach materials.
 - Help identify sites that may serve as good sites for community solar gardens.
 - Host annual engagement opportunities to collect feedback on energy related needs, such as surveys, open houses, or workshops.

Municipal Leadership

- A. *Demonstrate leadership in sustainability***
- Showcase the city's journey related to energy efficiency, renewable energy and sustainability through demonstrating past progress as well as greenhouse gas and cost impacts.
 - Highlight clean energy projects completed by the city, residents and businesses through written case studies, social media posts, tours, etc.
 - Provide education to developers on grants available for clean energy projects, energy efficiency projects, water conservation projects, etc.
 - Educate City Council, leadership, and commissions about Energy Action Plan goals and strategies and initiate call to action for support.
 - Update City code as needed to make develop standards friendly for renewable energy use and development.
 - Establish an internal Green Team including representatives of City divisions such as community development, finance, fleet management, parks and operations and maintenance to guide municipal sustainability efforts.
 - Create an environmental purchasing policy.

Memorandum of Understanding
Implementation Phase

- Continue to make progress towards GreenStep City goals related to energy conversation, renewable energy and collection of baseline and annual reporting metrics.
- B. Increase energy efficiency in municipal operations and buildings*
 - Educate employees and other building occupants about recommended sustainable behaviors at municipal facilities.
 - Explore cost-effective options to maximize efficiency and sustainability in major municipal development and construction projects.
- C. Explore renewable energy for municipal operations and buildings*
 - Explore renewable energy options, including on-site and subscription programs, to cover municipal operations.
 - Examine municipal properties for opportunities to host solar gardens, including community solar gardens, following the best practices of peer communities.
- D. Examine and implement efficient transportation and fleet electrification*
 - Consider right-sizing or down-sizing the city fleet with vehicles that are more fuel efficient and an optimal size for their intended functions (GreenStep Cities Best Practice #13.2).
 - Consider purchasing alternative fuel vehicles, such as electric vehicles, during fleet vehicle replacement process (GreenStep Cities Best Practice #13.2).
 - Review FleetCarma analysis for vehicle replacement recommendations.
 - Replace high-use light-duty vehicles with electric vehicles.
 - Seek and apply for grant funding opportunities for electric vehicle charging infrastructure for public or fleet use.
 - Host ride-and-drive education events for staff, residents, and businesses.
 - Educate staff on efficient use of city fleet vehicles, such as carpooling, video conferencing, and no idling when feasible (GreenStep Cities Best Practice #13.3).

Project Management

- Participate in coordination and tracking of scheduled check-ins, activities, and events.
- Provide Xcel Energy an opportunity to review marketing materials to assure accuracy when they incorporate the Xcel Energy logo or reference any of Xcel Energy's products or services.
- Share the plan document, supporting work documents, collateral, and implementation results from the Energy Action Plan with the public. The experience, successes, and lessons learned from this community will inform others looking at similar or expanded initiatives.
- Share progress on upcoming sustainability planning as it relates to activities outlined in the Energy Action Plan.

Legal Applicability and Waiver

This is a voluntary agreement and not intended to be legally binding for either party. This Memorandum of Understanding has no impact, nor does it alter or modify any existing

Memorandum of Understanding
Implementation Phase

Franchise Agreement or other existing agreements between Xcel Energy and Inver Grove Heights. Parties agree that this Memorandum of Understanding is to memorialize the intent of the Parties regarding Partners in Energy but does not create a legal agreement between the Parties. It is agreed by the Parties that nothing in this Memorandum of Understanding will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the Parties. This Memorandum of Understanding is for the benefit of the Parties and does not create third party rights. Nothing in this Memorandum of Understanding constitutes a waiver of Inver Grove Heights ordinances, Inver Grove Heights regulatory jurisdiction, or Minnesota's utility regulatory jurisdiction.

Single Points of Contact

All communications pertaining to this agreement shall be directed to Ally Sutherland on behalf of Inver Grove Heights and Tami Gunderzik on behalf of Xcel Energy.

Xcel Energy is excited about this opportunity to support Inver Grove Heights in advancing its goals. The resources outlined above and provided through Partners in Energy are provided as a part of our commitment to the communities we serve and Xcel Energy's support of energy efficiency and renewable energy as important resources to meet your future energy needs.

Memorandum of Understanding
Implementation Phase

For Inver Grove Heights:

For Xcel Energy:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



AN ENERGY ACTION PLAN FOR INVER GROVE HEIGHTS

DRAFT February 2021



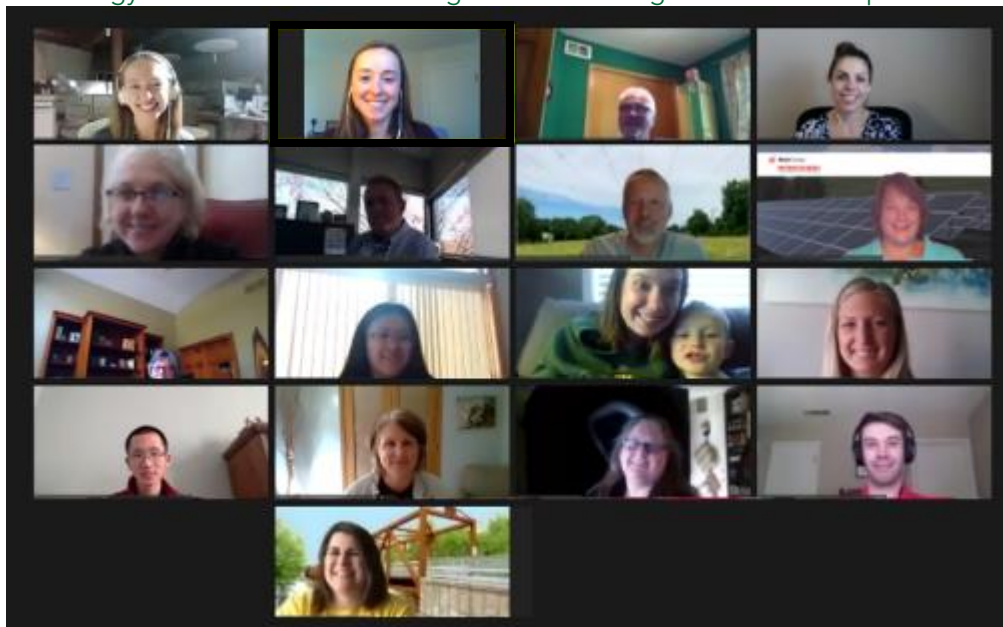
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ACKNOWLEDGEMENTS

The content of this plan was derived from a series of planning workshops hosted the City of Inver Grove Heights and facilitated by Xcel Energy's Partners in Energy. Partners in Energy is a two-year collaboration to develop and implement a community's energy goals. For more information about the planning workshops, see *Appendix 3*.

Figure 1: The Energy Action Team met over digital conferencing for five workshops to create our plan.



The Energy Action Team

Thank you to the following community members who contributed many hours of service to developing our Energy Action Plan.

Team Members and Affiliations	
<i>Municipal Staff, City of Inver Grove Heights</i>	
Heather Rand	Director of Community Development and Director of the Economic Development Authority
Ally Sutherland	Environmental Specialist
<i>Elected and Appointed City Officials, City of Inver Grove Heights</i>	
Sue Gliva	City Council Member
Annette Maggi	Planning Commission Chair
Kara Perry	Former City Council Member
Katherine Teiken	Environmental Commission Member
Mary T'Kach	Housing Committee Member
Ted Trenzeluk	Environmental Commission Chair
<i>Business and Nonprofit Community Representatives</i>	
Charlie Thompson	Neighbors Inc. CEO and President and Resident
Ben Van Straten	CHS Inc.
<i>School Representatives</i>	
Heather Aune	ISD 199 Director of Business Services
Quennel Cooper	ISD 199 Pine Bend Elementary Principal
Randi Goettl	Inver Hills Community College
Shannon Williams	Inver Hills Community College
<i>Resident Representatives</i>	
Jake Berg	Resident
Tenzin Dolkar	Resident
Dawn Gaetke	Resident
<i>Utility Representatives</i>	
Tami Gunderzik	Program Manager, Xcel Energy's Partners in Energy
Ashley Haung	Marketing Assistant, Xcel Energy's Partners in Energy
Patrick Mathwig	Energy Services Representative, Dakota Electric
Yvonne Pfeifer	Community Energy Efficiency Manager, Xcel Energy
Jake Sedlacek	Community Relations Manager, Xcel Energy and Resident
<i>Partners in Energy Facilitators</i>	
Marisa Bayer	Partners in Energy Community Facilitator
Jamie Johnson	Partners in Energy Community Facilitator



This Energy Action Plan was funded by and developed in collaboration with Xcel Energy's Partners in Energy.

Table of Contents

Acknowledgements	iii
Executive Summary	1
Introduction	3
Why the City is Bringing an Energy Action Plan to Our Community	3
Our Engagement Process.....	5
Energy Utilities in Our Community	5
Baseline Energy Data, 2017-2019.....	6
Our Energy Future, 2021 and beyond.....	15
Energy Vision Statement.....	15
Goals.....	15
Implementation Work Plan.....	19
Our Focus Areas	20
Focus Area: Residential Community Engagement.....	21
Focus Area: Businesses, Schools, Nonprofits, and Places of Worship	30
Focus Area: Municipal Leadership	39
Measuring Success	44
Energy Action Plan Impacts – Near Term.....	44
Long-Term Impacts.....	47
Support and Commitments.....	48
Data and Reporting	48
Project Management and Tracking	49
Other Commitment and Engagements	49
Appendix 1: Baseline Energy Data Analysis, 2017-2019	50
Appendix 2: Methodology for Measuring Success.....	59
Appendix 3: Xcel Energy’s Partners in Energy Planning Process.....	67
Appendix 4: Glossary of Terms.....	71
Appendix 5: Implementation Memorandum of Understanding	74

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INVER GROVE HEIGHTS ENERGY ACTION PLAN

Our Energy Action Plan, approved by the City Council in March 2021, seeks to address and engage our diverse community on energy issues. We will improve economic vitality and sustainability for all who call Inver Grove Heights home.

Our Vision

Inver Grove Heights will be an innovative and engaged community where energy choices conserve both our natural and financial resources.

Our Goals and Impacts

Between 2021 and 2022, we will...



Engage **2,000** residents and **250** businesses, schools, nonprofits, and places of worship.

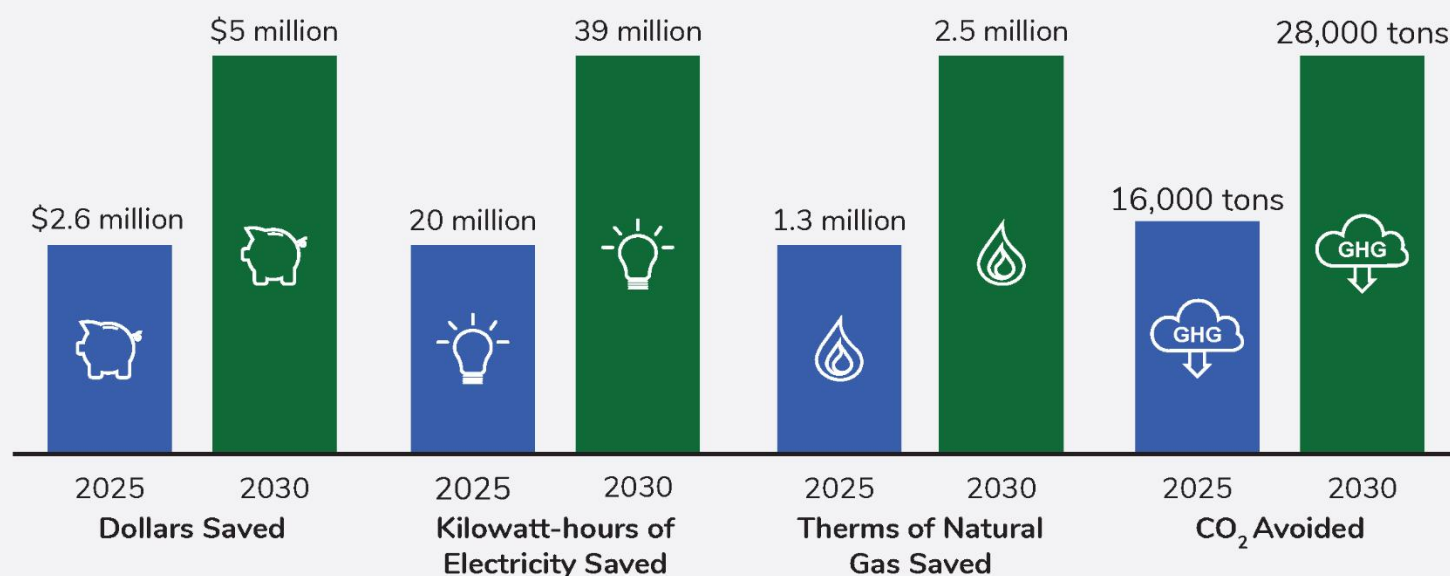


Support **80** under-resourced households with energy costs.



Increase renewable energy support by **250** residents and **12** businesses. Add **10** residential on-site solar installations.

Estimated Savings and Changes in the Inver Grove Heights Community



The content of this plan is derived from a series of planning workshops hosted by Xcel Energy's Partners in Energy. Thank you to the Inver Grove Heights Energy Action Team who contributed many hours of service to creating our vision, goals, and strategies for this plan.





How We Are Going to Get There

We've identified three focus areas and 14 strategies to focus our resources and targets to achieve our goals:

Residential Community Engagement

- Education & outreach to increase energy efficiency among resident.
- Decrease energy burden for underserved households
- Saving energy for multi-family properties
- Education & outreach to increase renewable energy support and adoption among residents
- Longer term: Support efficient transportation options for residents

Businesses, Schools, Nonprofits, and Places of Worship

- Education & outreach to increase energy efficiency among:
 - Small businesses
 - Industry and large businesses
 - Local schools, nonprofits, and places of worship
- Education & outreach to increase renewable energy support and adoption among businesses
- Longer term: Support efficient transportation options for businesses, schools, nonprofits, and places of worship

Municipal Leadership

- Demonstrate leadership in sustainability
- Increase energy efficiency in municipal operations
- Explore renewable energy for municipal operations and buildings
- Examine & implement efficient transportation and fleet electrification options



Get Involved

Visit ighmn.gov/Energy to read more about our Energy Action Plan and find ways you can support our work.

Please contact Environmental Specialist Ally Sutherland to learn how you can help Inver Grove Heights achieve our energy vision at asutherland@ighmn.gov.





INTRODUCTION

Inver Grove Heights is a second-ring suburban community, nestled along the banks of the Mississippi River, mixed with developing suburban and rural land. The community is known for its quiet, small-town feel, while being seated only 10 short minutes from downtown Saint Paul and closely connected to neighboring suburban communities. The city is home to residents, commercial and industrial businesses, nonprofits, and K-12 and higher education institutions.

Who are we talking about?

We, Our, and the City refer to the City of Inver Grove Heights.

Community refers to the broader Inver Grove Heights community.

Energy Action Team is the group of individuals whose input created our energy action plan.

Energy Action Plan refers to this document for the City of Inver Grove Heights.

Our energy action plan seeks to address and engage this diverse community on energy issues with the mission to enhance economic vitality and conservation of natural resources in Inver Grove Heights.

Why the City is Bringing an Energy Action Plan to Our Community

The City of Inver Grove Heights applied to Xcel Energy's Partners in Energy to further the work we have been doing on environmental and sustainability programming, and to connect everyone in the community with the same environmental and financial benefits. The City entered this planning process to develop a community-driven Energy Action Plan that we and our partners may fully embrace.

As the city continues to grow, ensuring development meets the needs of the present and future is a top priority. This includes ensuring access to resources, such as energy, that are reliable and affordable for all community members. Through

developing and implementing this plan, the City will have the resources available to educate community members on how to reduce their energy costs through practicing energy conservation, use renewable energy, and align with the City's environmental commitments.

The work of this Energy Action Plan builds off past work by the City, including its work in Minnesota's GreenStep Cities program and the energy efficiency work the City is pursuing in its own facilities.

Figure 2: Volunteers help beautify one of Inver Grove Heights' many parks and green spaces.



Our plan is primarily concerned with grid energy use, including electricity and natural gas. It also begins to address the growing area of electric vehicles and works to support related initiatives, including transportation initiatives, in our 2040 Comprehensive Plan.¹

Economic Benefits to Our Community

The economic benefits of energy efficiency are well-documented and wide-ranging. Perhaps the most direct economic benefit is lowered energy costs from reduced energy use. Typically, when a home or business reduces energy it lowers monthly energy bills, enabling more funds to put back into the local economy. Energy efficiency also stimulates the local economy by supporting local jobs, like construction workers and heating, cooling, and ventilation technicians.² In implementing our plan, we will be bringing these economic benefits to our community.

Health Benefits to Our Community

Energy efficiency, renewable energy, and sustainable transportation each drive local health benefits for those who live, work, and visit Inver Grove Heights. Using less energy means burning fewer fossil fuels and reducing air pollution that can be damaging to human health.³

¹ For more information about Inver Grove Heights' 2040 Comprehensive Plan, visit the City's [website](#).

² Environmental Protection Agency, Quantifying the Multiple Benefits of Energy Efficiency and Renewable Energy: A Guide for State and Local Governments, 2018 Edition, https://www.epa.gov/sites/production/files/2018-07/documents/epa_slb_multiple_benefits_508.pdf.

³ *Ibid*.

Our plan will also seek to improve our community's residential and commercial building stock by supporting energy efficiency. In addition to making a building more comfortable and durable, efficiency can also contribute to health and safety benefits in several ways. Increased ventilation can improve indoor air quality by reducing problems with moisture, pollutants, or pathogens. Improving water and space heating systems can reduce the risk of interior hazardous gas leaks. Air sealing and insulation can reduce drafts and ice dams – helping to keep buildings cool in the summer and warm in the winter.

By pursuing efficiency alongside clean and sustainable energy, the actions of this plan will contribute to the physical health and well-being of all who call Inver Grove Heights home.

Our Engagement Process

This Energy Action Plan was created over a seven-month process that helped our community characterize its energy use, identify energy-related goals, and develop engagement strategies to guide us toward our energy future. The following content was created through a series of planning workshops that started in June 2020 and were held digitally over video conferencing with a planning team committed to representing local priorities in collaboration with City of Inver Grove Heights and Xcel Energy's Partners in Energy.

Over five workshops, we engaged 22 community members, including representatives from various City commissions and committees, City Council, local educational institutions, businesses, service organizations, utility representatives, and many residents. See the *Acknowledgements* section for a list of participating Energy Action Team members. See *Appendix 3* for more information about the planning process and Xcel Energy's Partners in Energy.

Energy Utilities in Our Community

Our Energy Action Plan seeks to address how the community uses energy. The City of Inver Grove Heights is served by two utility energy providers: Xcel Energy and Dakota Electric Association (Dakota Electric).⁴ This plan includes baseline data for each utility. The action and work of this plan seeks to engage residents served by each of these utilities by connecting community members with their service providers, primarily through outreach and education.

⁴ See [xcelenergy.com](https://www.xcelenergy.com) for more information about Xcel Energy and its programs and services, many of which are addressed in this plan. See [dakotaelectric.com](https://www.dakotaelectric.com) for more information about Dakota Electric Association and its programs and services.



BASELINE ENERGY DATA, 2017-2019

An integral part of the Partners in Energy planning process is reviewing historic energy data that informs our community's energy baseline. Xcel Energy and Dakota Electric provided data on energy use, participation counts, utility energy conservation program savings, and renewable energy support for Inver Grove Heights from 2017-2019, as detailed in the following section. In addition, we analyzed the American Community Survey and other community data to better understand residents' transportation choices, income, and housing stock. See *Appendix 1* for a more in-depth picture of Inver Grove Heights' energy baseline data.

Some common energy units & terms

Kilowatt-hour (kWh) is a unit of electricity consumption.

Therm is a unit of natural gas consumption.

Premise is a unique combination of utility service address and meter.

MTCO_{2e}, or metric tons of carbon dioxide equivalent, is unit of measure for greenhouse gas emissions.

See *Appendix 4: Glossary of Terms* for a glossary of common energy terms used in this plan.

The data we examined for this baseline was broken down into three main sectors:

- **Residential** includes the residents of the Inver Grove Heights community.
- **Commercial and industrial** includes businesses, schools, nonprofits, places of worship, and some multi-family properties.⁵
- **Municipal** refers to buildings and premises owned or operated by the City of Inver Grove Heights.

⁵ Due to 15 x 15 data privacy concerns, one commercial and industrial premise was removed from the data included in the baseline analysis of our plan. See *Appendix 4: Glossary of Terms* for further explanation of 15 x 15.

Energy Utilities Serving Our Community

Xcel Energy provides electricity and natural gas to most of Inver Grove Heights. Dakota Electric provides electric service to the remaining 10%, serving southwest areas of the community. The data below includes electric data for both Xcel Energy and Dakota Electric unless otherwise noted. See Figure 3 for a breakdown of premises by utility. *Figure 3* shows a map of electric utility service area. Xcel Energy is the sole utility provider for natural gas in Inver Grove Heights.

Figure 3: Inver Grove Heights Premises by Utility and by Sector, 2019

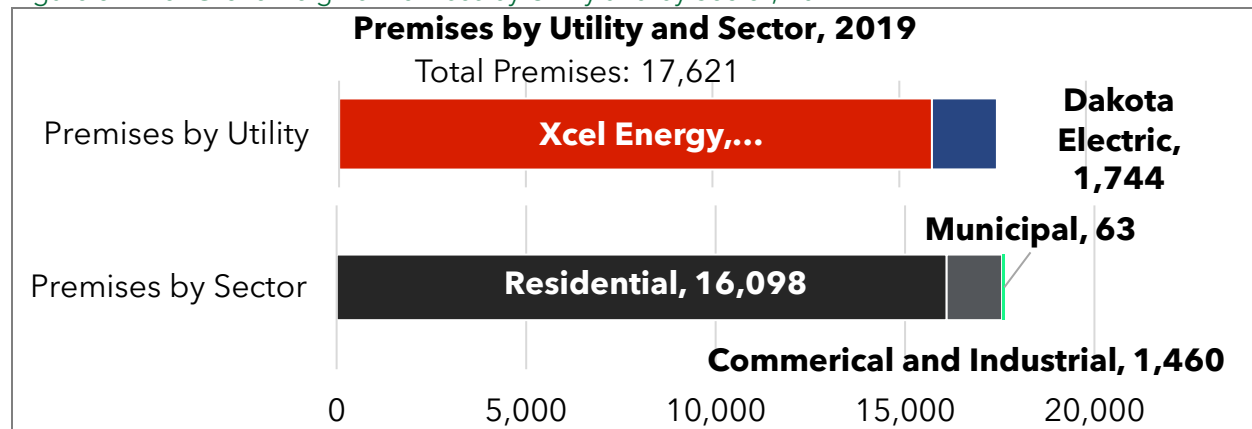
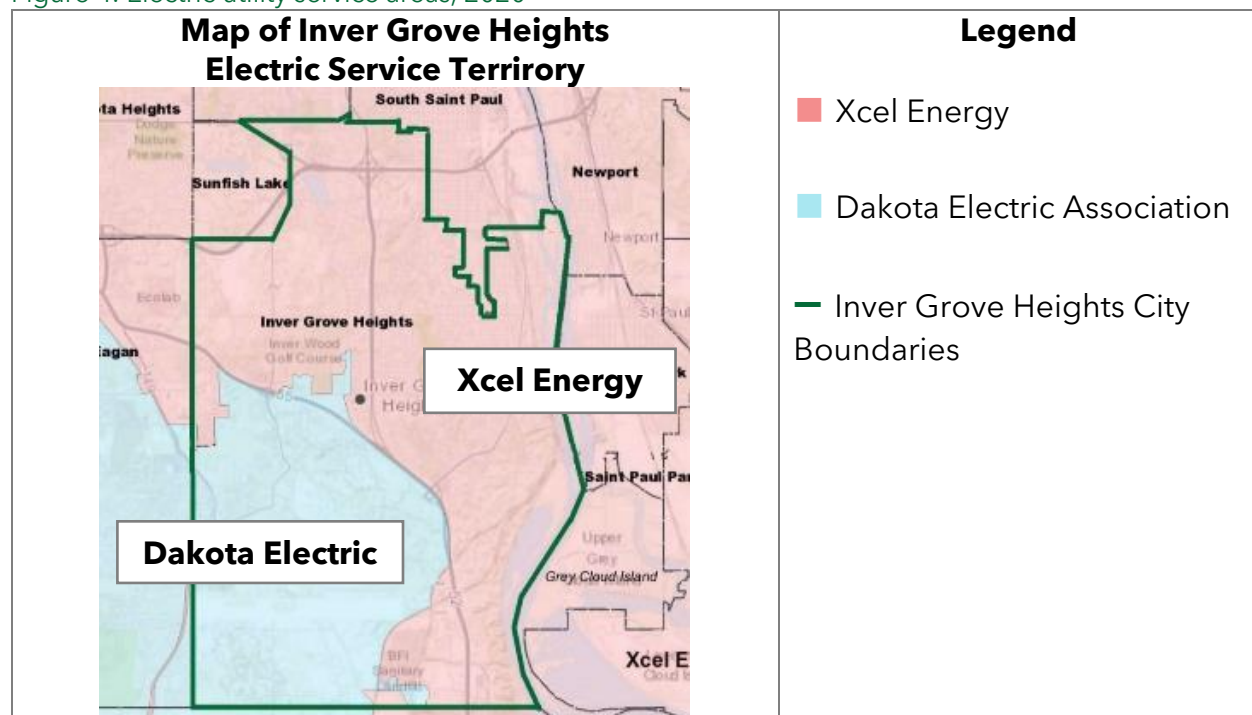


Figure 4: Electric utility service areas, 2020⁶

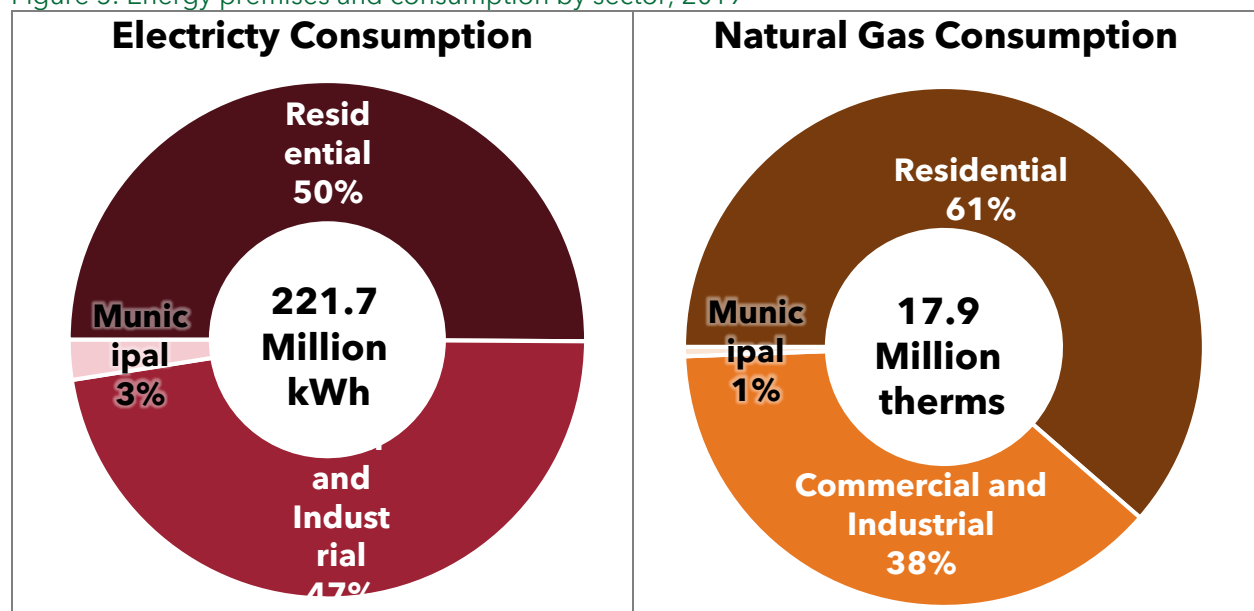


⁶ Source: Minnesota Public Utilities Commission, Electric Service Area Maps. Accessed December 30, 2020. <https://mn.gov/puc/utilities/maps/>.

Grid Energy Use

Overall, residents use slightly more energy than the commercial and industrial sector in the community. Residents consumed 50% of electricity and 61% of natural gas over the baseline period. While electricity has a variety of end uses, in Minnesota, natural gas is primarily used for space heating. Municipal facilities consumed about 2% of energy in the community, and the commercial and industrial sector consumed 48% of electricity and 39% of natural gas over the baseline period. While the commercial and industrial sector consumed less energy in the community than residents, on average, each commercial and industrial property consumed a far greater portion of energy. The commercial and industrial sector makes up about 8% of premises in the community but is responsible for nearly half of all energy consumed.

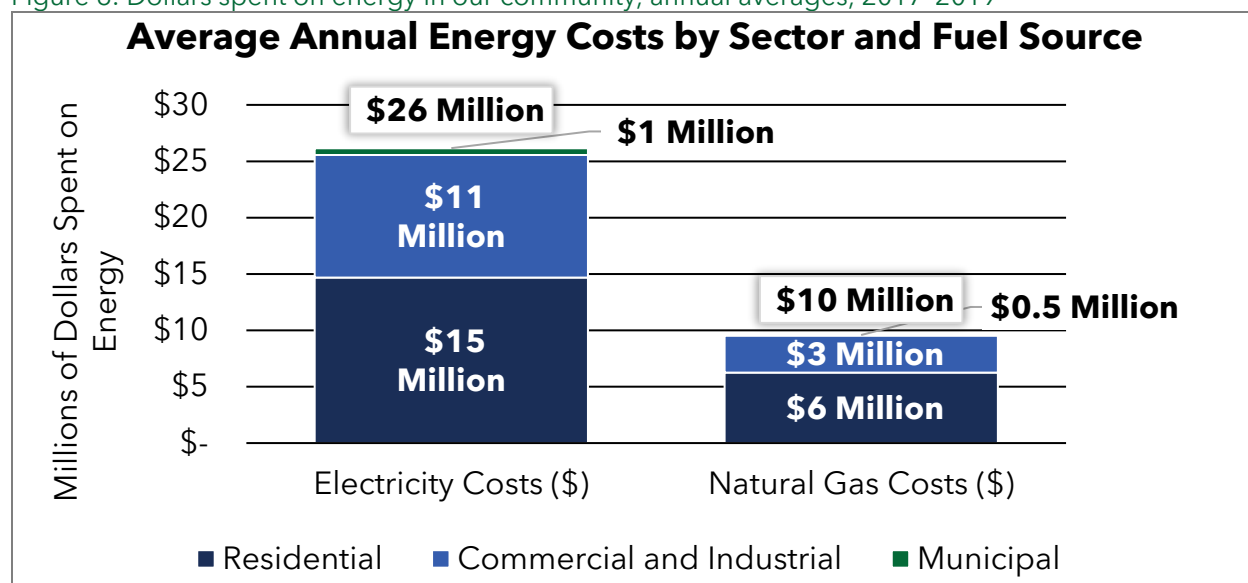
Figure 5: Energy premises and consumption by sector, 2019



Energy Costs

Across the baseline period, the Inver Grove Heights community spent an estimated \$35.5 million dollars annually on energy costs across both electricity and natural gas. About 75% of all energy costs are for electricity, with the residential sector spending an average of \$15 million a year on electric costs.

Figure 6: Dollars spent on energy in our community, annual averages, 2017-2019



The average residential premise spends about \$1,300 on energy each year – or a little over \$100 per month. While costs fluctuate greatly for commercial and industrial premises based on size and industry, these premises on average spent nearly eight times what residents did on energy, just under \$10,000 each year over the baseline period.

Table 1: Average annual energy costs per premise by sector, 2017-2019

Customer Type	Electricity Costs	Natural Gas Costs	Total Costs	Average Monthly Costs
Residential	\$ 917	\$ 391	\$ 1,308	\$ 109
Commercial and Industrial	\$ 7,523	\$ 2,264	\$ 9,787	\$ 816
Municipal	\$ 9,746	\$ 806	\$ 10,551	\$ 879

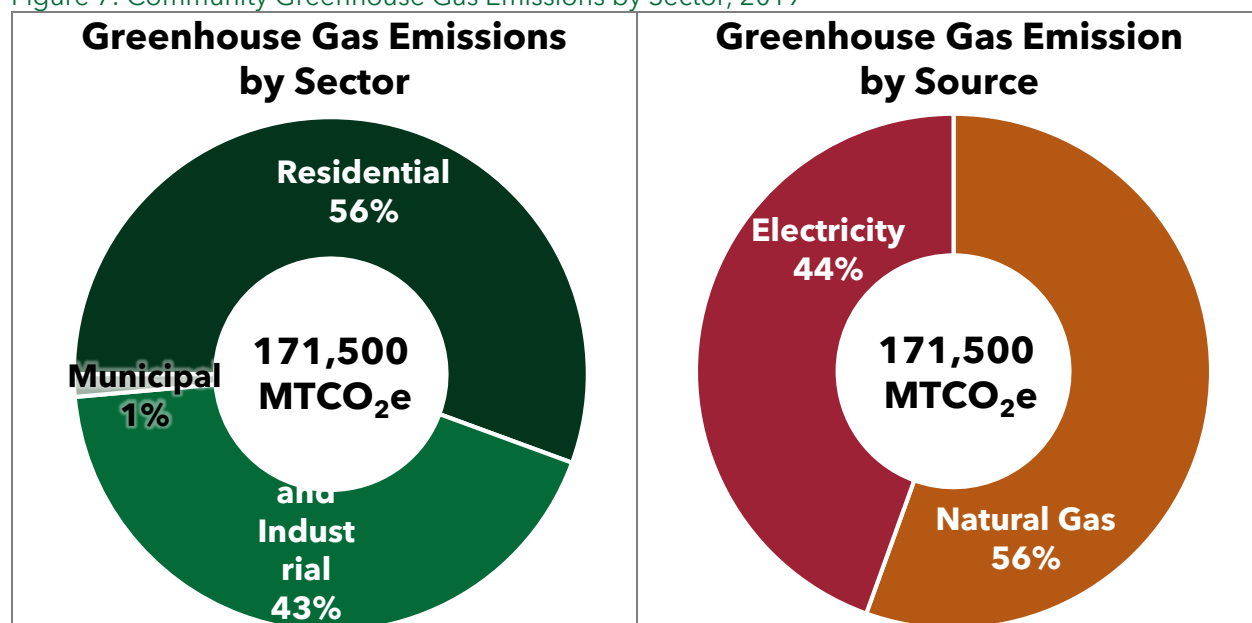
While the average municipal building spends more on energy than the average commercial and industrial building, as a whole, the City is responsible for less than 5% of overall energy costs within the community.

Greenhouse Gas Emissions

Over the three-year baseline period, the community was responsible for an average of 171,000 MTCO_{2e} of emissions annually, which is equivalent to 19.2 million gallons of gasoline consumed.⁷ Residents were responsible for a little more than half – about 56% – of community emissions. Breaking down those emissions by source, just over half were from natural gas.

⁷ Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

Figure 7: Community Greenhouse Gas Emissions by Sector, 2019



Renewable Energy

There are many ways that the Inver Grove Heights community supports renewable energy. This includes renewable energy subscriptions, community solar gardens, and on-site solar.

Renewable energy subscriptions: The most popular renewable energy programs in Inver Grove Heights are subscriptions. Renewable energy subscriptions are structured so that a customer can subscribe part or all their home's electricity to renewable energy produced by their utility provider.

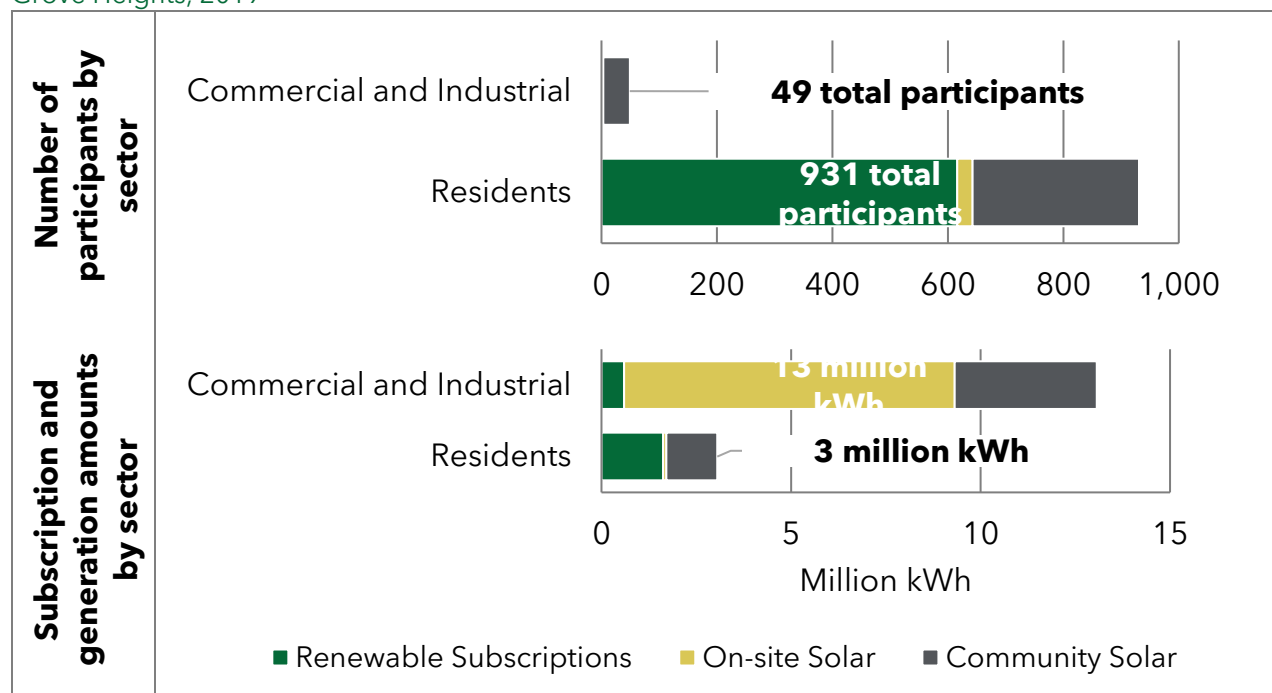
Community solar: Community solar allows for community members to support the development of solar energy produced and sold off-site by an independent developer.

On-site solar: Homeowners or business owners may install solar panels on their houses or facilities to power their building.

Both Xcel Energy and Dakota Electric Association offer programs to support resident and businesses to subscribe to, host, or otherwise support renewable energy. Overall, far more residents than businesses and nonprofits support renewable energy in some way – almost 1,000 residents compared to just under 50 businesses. However, businesses and nonprofits are responsible for supporting more renewable energy development and production – about 13 million kWh in 2019 compared to just 3 million kWh for residents. For businesses, most of this production was from on-site solar installations and tracked through participation in Xcel Energy's Solar*Rewards®. On the residential side, renewable energy subscription programs

were the most popular. See *Figure 8* below for a breakdown of renewable energy and solar development support in the community.

Figure 8: Participation in and electricity generation for renewable energy and solar programs in Inver Grove Heights, 2019⁸



Energy Conservation Program Participation and Savings

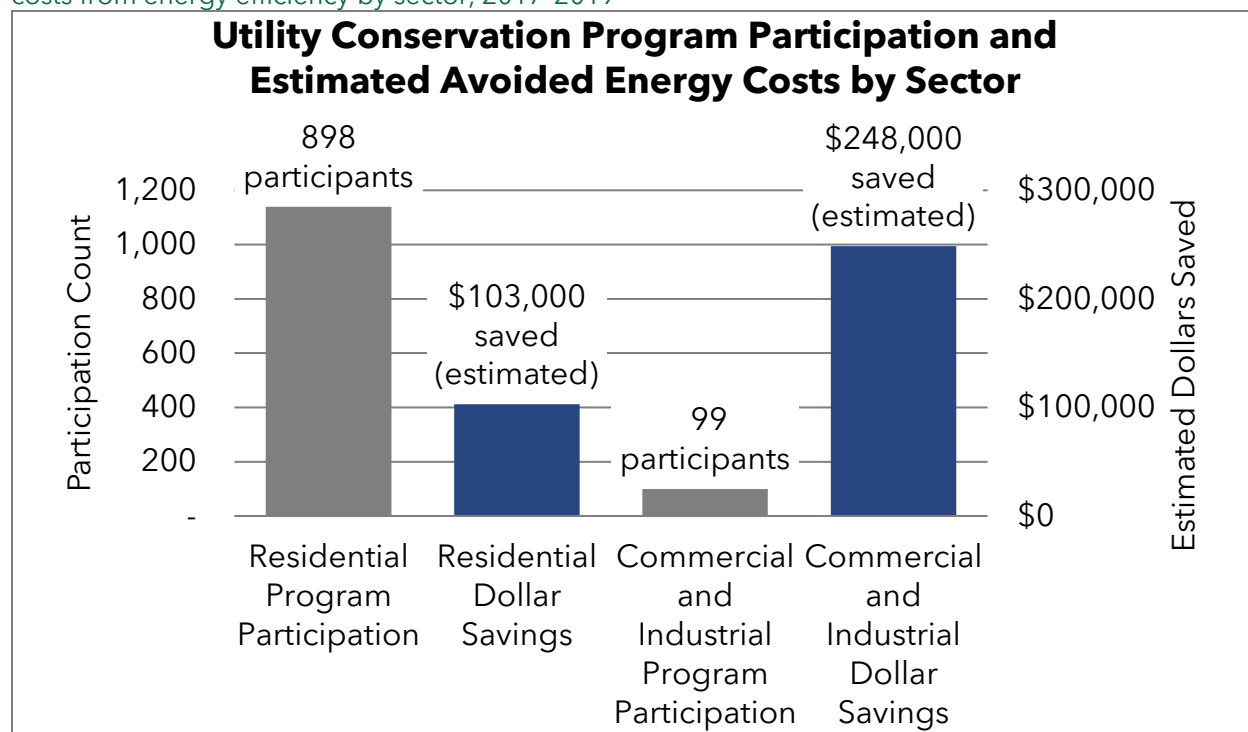
In Minnesota, utilities offer a variety of Conservation Improvement Programs designed to help customers reduce energy use and expenditures. Over the three-year baseline, more than 3,400 residents and 300 businesses participated in these programs from Xcel Energy and Dakota Electric – about 1,100 residents and 100 businesses participated each year. In an average year over the baseline period, the community saved 2.8 million kWh of electricity and 141,000 therms of natural gas. This equates to around \$422,000 in avoided energy costs annually. Through energy conservation, the community also avoided more than 5,300 MTCO₂e, the equivalent of carbon sequestered by 6,900 acres of forest in one year.⁹

For a breakdown of specific programs and savings for the community, see *Appendix 1*.

⁸ Note: “commercial and industrial” in this figure also includes any City of Inver Grove Heights (“municipal”) renewable energy or solar. A more detailed breakdown of customer support and production by program and sector can be found in *Appendix 1*.

⁹ Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

Figure 9: Average annual energy conservation program participation and estimated avoided energy costs from energy efficiency by sector, 2017-2019¹⁰



Transportation and Electric Vehicles

As of 2019, there were an estimated 70 electric vehicles registered to residents of Inver Grove Heights.¹¹ As of our plan's creation, Inver Grove Heights has two public electric vehicle charging stations, located at car dealerships.¹² For public transportation, our community is primarily served by Metro Transit lines 68, 71, and 75.¹³ Inver Grove Heights is also served by 79 combined miles of trails and sidewalks that provide recreation and transportation options to the area.¹⁴

Figure 10: Community members enjoy the many bike trails spread across Inver Grove Heights.



¹⁰ Note: "commercial and industrial" in this figure also includes any City of Inver Grove Heights ("municipal") program participation and savings.

¹¹ EV Registrations in MN, Drive Electric Minnesota, Accessed December 2020, <https://www.driveelectricmn.org/vehiclesinmn/>.

¹² Source: PlugShare, accessed December 28, 2020. <https://www.plugshare.com/location/192795>

¹³ Metro Transit maintains online updates to route maps and schedules. See <https://www.metrotransit.org/> for more information.

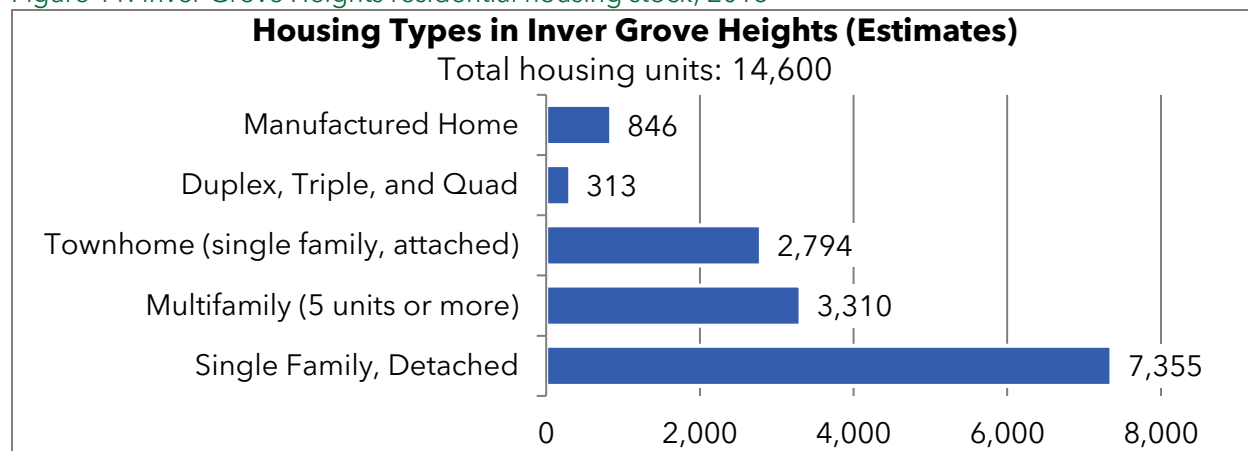
¹⁴ City of Inver Grove Heights 2040 Comprehensive Plan, page 6-146. <https://www.ighmn.gov/DocumentCenter/View/8284/IGH-2040-Comp-Plan>.

Diverse Housing Stock

Inver Grove Heights' housing stock is overall quite diverse, consisting of a wide range and number of housing types. While about half of homes are single-family detached homes, multi-family homes – including both large multi-family buildings and two-to-four-unit homes – make up another quarter of the housing stock. Townhomes make up 20% of the community's housing stock. An estimated 6% of homes are manufactured homes. Understanding our housing stock is important, since our utilities have programs available that target certain home types.

About 35% of housing units in Inver Grove Heights are renter-occupied.¹⁵

Figure 11: Inver Grove Heights residential housing stock, 2018¹⁶



Energy Burden

Energy burden is the percentage of gross household income spent on energy costs.¹⁷ While high energy burden can occur across most incomes, it is the most prevalent among low-income households. Average energy burden in Inver Grove Heights is estimated to be quite low – only about 2%, however, it may be much greater for lower-income households.¹⁸ Figure 12 shows geographic concentration of these households in Inver Grove Heights who may be experiencing greater energy burden. The map shows the percentage of households living below 50% of the state median income. For Inver Grove Heights, most of these households are concentrated in the north and east portions of the community.

¹⁵ Source: Metropolitan Council Community Profile Data, City of Inver Grove Heights 2018.
<https://stats.metc.state.mn.us/profile/>

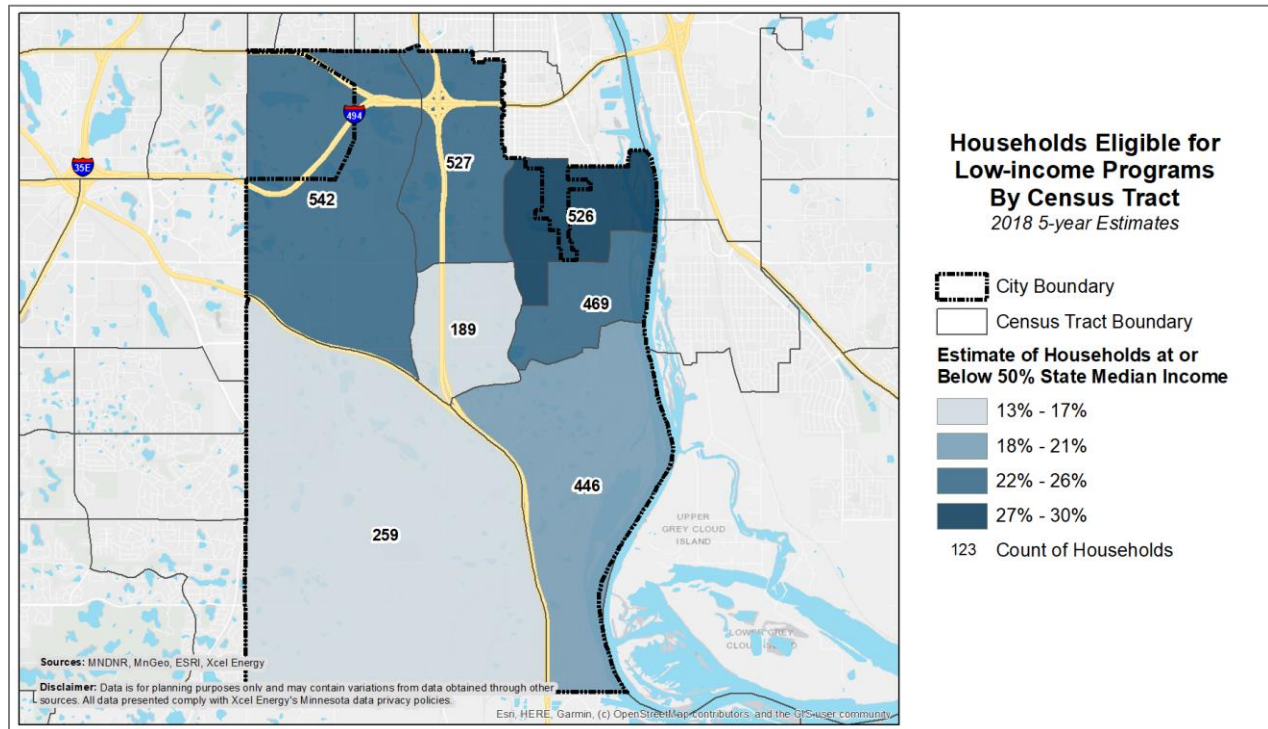
¹⁶ *Ibid.*

¹⁷ Source: <https://www.energy.gov/eere/slsc/low-income-community-energy-solutions>

¹⁸ Source: U.S. Department of Energy, Low-Income Energy Affordability Data (LEAD Tool).
<https://www.energy.gov/eere/slsc/maps/lead-tool>.

Our plan seeks to support these residents with resources, especially resources that are free for income-qualifying households. Households with incomes below 50% of the state median income qualify for resources to help lower energy use and bills.

Figure 12: Percentage of households estimated to be eligible from income-qualifying programs, 2018¹⁹



¹⁹ Darker tracts contain a higher percentage of households eligible for free programs. Households with incomes below 50% of the state median income area eligible for free energy programs and utility support. This figure maps out the estimate percent and number of households eligible for such programs by census tract. Source: American Community Survey, 2018, City of Inver Grove Heights.



OUR ENERGY FUTURE, 2021 AND BEYOND

Energy Vision Statement

During the planning process, the Energy Action Team created a vision statement for our Energy Action Plan.

This statement helped guide the planning process and reflects our intention for the community's future:

Inver Grove Heights will be an innovative and engaged community where energy choices conserve both our natural and financial resources.

Goals

The Energy Action Team set goals during the planning process by reviewing the community's energy baseline data and discussing priorities and feasibility of potential goals. Based on group discussions, the team selected goal values above and beyond what was accomplished in the baseline period. We will measure our success against the following goals, which will guide the actions of this plan.

Our Goals

Between 2021 & 2022, we will...



Engage an estimated 2,000 residents and 250 businesses, schools, nonprofits, and places of worship across our community through utility programs



Support 80 under-resourced households with energy costs



Add 250 new residential and 12 new commercial renewable energy subscribers or community solar garden supporters



Support 10 residential on-site solar installations

By 2025, we will cumulatively...



Save an estimated \$2.6 million



Save 20 million kWh of electricity & 1.3 million therms of natural gas



Avoid an estimated 16,000 MTCO₂e*

** Equivalent to the carbon sequestered by 21,000 acres of U.S. forests in one year.²⁰*

By 2030, we will cumulatively...



Save an estimated \$5 million



Save 39 million kWh of electricity & 2.5 million therms of natural gas



Avoid an estimated 28,000 MTCO₂e*

**Equivalent to the carbon sequestered by 37,000 acres of U.S. forests in one year.²¹*

²⁰ Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator.
<https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

²¹ *Ibid.*

Visualizing our Success

The following visuals demonstrate the estimated impacts included over the 10-year course of these goals. These include estimated cost savings from energy conservation efforts for both natural gas and electricity, as well as greenhouse gas savings from energy conservation and renewable energy.

Figure 13: Estimated cumulative dollars of avoided costs over the goal period, 2021-2030

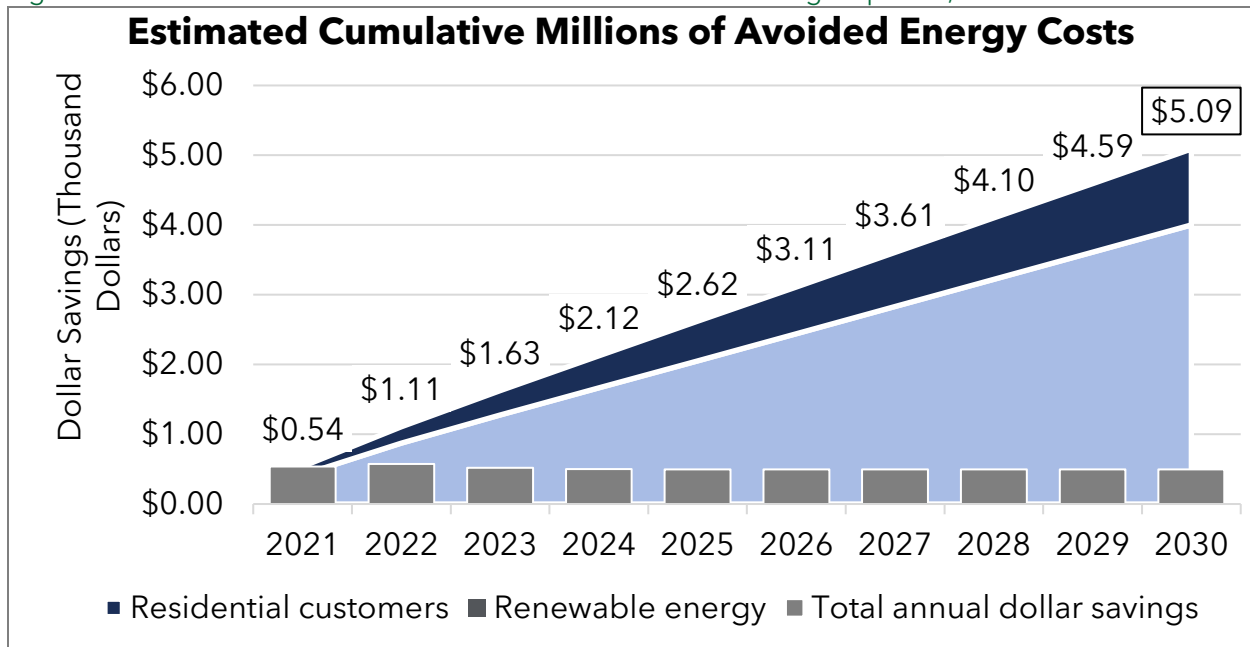
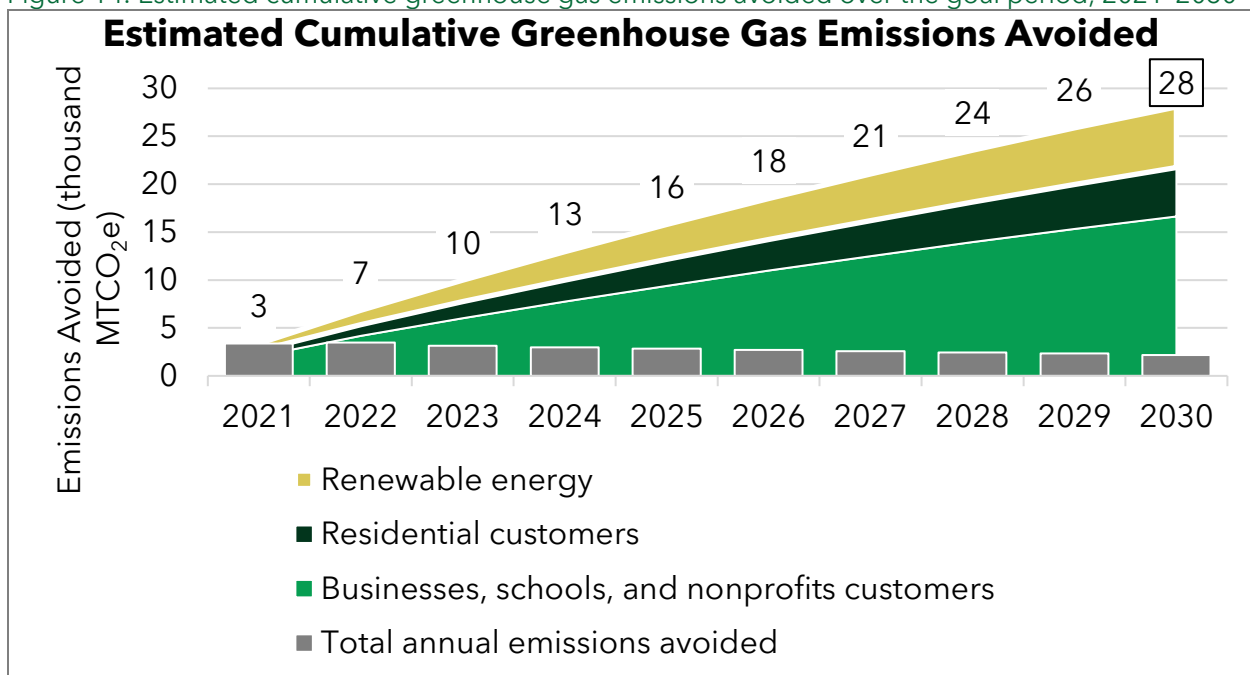


Figure 14: Estimated cumulative greenhouse gas emissions avoided over the goal period, 2021-2030



Our Stretch Goals

In addition to our main goals, the energy action team decided to establish a set of stretch goals that will guide our efforts if we are on track to *meet or exceed our main goals* listed on the previous pages.

Our stretch goals are as follows:

Between 2021 & 2022, we will...

- Engage an estimated 2,150 residents and 300 businesses, schools, nonprofits, and places of worship across our community
- Support 100 under-resourced households with energy costs
- Add 300 new residential and 15 new commercial renewable energy subscribers or community solar garden supporters
- Support 12 residential on-site solar installations

By 2030, we will cumulatively...

- Save an estimated \$5.5 million
- Save 41 million kWh of electricity & 2.7 million therms of natural gas
- Avoid an estimated 30,000 MTCO₂e*

**Equivalent to the carbon sequestered by 39,000 acres of U.S. forests in one year.²²*

²² Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.



IMPLEMENTATION WORK PLAN

The following section outlines the work plan for Inver Grove Heights Energy Action Plan efforts, including focus areas, strategies, tactics, and targets.

These initiatives will be led by the City of Inver Grove Heights Community Development Department and will be supported in partnership with other municipal divisions, including Communications, Public Works, Operations and Maintenance, and Finance.

Xcel Energy's Partners in Energy and Inver Grove Heights Energy Action Team will also be important

contributors to the implementation of our Energy Action Plan. Partners in Energy facilitators will provide project management, data reporting, and marketing support. The Energy Action Team will be involved by serving as our community champions—serving as connectors to their network to champion our energy vision and goals. Additional detail on how Partners in Energy and the Energy Action Team will be involved can be found in the section *Support and Commitments*.

Defining terms we use in the work plan:

Focus area refers to the broad areas that this plan is choosing to focus on.

Target audiences are the more specific groups or individuals that may be prioritized in a strategy.

Strategies are broad plans meant to guide action.

Tactics are more specific actions carefully planned to achieve the strategies.

Targets are benchmarks that are meant to guide work and demonstrate progress toward goals.

Our Focus Areas

To achieve a community-wide commitment to energy stewardship, the Energy Action Team identified the following focus areas to prioritize strategies and resources.

These focus areas were chosen to approach energy stewardship holistically, covering a broad swath of the community. More specific target audiences are also outlined within each strategy.



Residential Community Engagement



Businesses, Schools, Nonprofits,
and Places of Worship



Municipal Leadership

Focus Area: Residential Community Engagement

Why is this a priority?

More than 35,000 people call Inver Grove Heights home. According to the American Community Survey, approximately 76% of residents are white, 12% are Hispanic or Latinx, 4% are Black or African American, and 5% are Asian; and approximately 15% of residents speak a language other than English at home.



Energy burden, which measures the amount of monthly income that goes toward energy bills, is relatively low – with an average burden of 2% – but the American Community Survey reports that 28% of Inver Grove Heights households experience housing cost burden, meaning more than 30% of their income is being spent on mortgage or rent.

This plan aims to work with residents across the community to help them to save energy and money using a broad outreach campaign with a clear call to action and messaging that will resonate with them.

Strategies

The following strategies are aimed at engaging Inver Grove Heights residential community on energy issues. Actions, details and partners for each of these are included below.

- A. Education & outreach to increase energy efficiency among residents
- B. Decrease energy burden for under-resourced households
- C. Provide targeted education & outreach to multi-family properties and senior living facilities to increase energy efficiency
- D. Education & outreach to increase renewable energy support and adoption among residents
- E. Support efficient transportation options

Figure 15: Our plan seeks to engage all those who call Inver Grove Heights home.



Near-term strategies

A: Education & outreach to increase energy efficiency among residents

Target Audience: All Inver Grove Heights residents								
Tactic 1: Education and outreach campaign around the benefits and how-tos of energy efficiency for homes Lead Implementer: City of Inver Grove Heights Support: Partners in Energy Actions, Details, and Partners • Use messaging that works for Inver Grove Heights residents, such as “cost savings” • Promote available online tools to monitor household energy use, including My Energy and Dakota Electric’s smart meters • Work with City communications department to create an “Energy Savings Corner” of the City’s quarterly newsletter • Create and share videos highlighting energy efficiency opportunities and how-tos • Communicate return on investment for energy efficiency for homes and how rebates offset costs • Consider strategies to target the largest energy users in the community (e.g., targeted mail to census tracts with highest per-premise residential energy use) • Establish outreach channels to residents on rebates and opportunities beyond contractors Suggested Timeline								
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Tactic 2: Create a step-by-step guide to walk residents through home energy efficiency Lead Implementer: Partners in Energy Support: City of Inver Grove Heights Actions, Details, and Partners • Provide educational materials about energy efficiency to new residents using a variety of communication channels including social media, City website, and City newsletters • Gather and share testimonials from families that have taken action to encourage other families to do the same Suggested Timeline								
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +

Tactic 3: Consider City-sponsored financial incentives for energy efficiency

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy; energy efficiency program implementers

Actions, Details, and Partners

- Consider and evaluate the following options to support reducing barriers to energy efficiency among residents:
 - Buying down up to 100 Home Energy Squad visits annually to \$50 for all residents
 - Buying down the cost of Home Energy Squad visits for those between 50% and 100% of state median income to reach households that don't qualify for the free visits but for whom the \$70-\$100 is cost prohibitive
 - Offering bonus rebates for those who follow through on recommendations from Home Energy Squad visits

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 4: Design competitive ways to generate excitement amongst neighbors about saving energy

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Examine effective ways to generate competition among residents in the community
- Develop recognition strategies such as Green Awards for residents

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 5: Host and publish annual community engagement opportunities to collect community feedback on energy related needs

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Create and promote additional energy surveys, considering promoting in languages other than English, based on community composition
- Work with local community partners & service organizations to survey or gather information about how to continue engaging the community
- Run community workshops to gather input, especially in locations easily accessible for those who may be under-resourced. Consider if translation is needed at these.

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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B: Decrease energy burden for under-resourced households

Target Audience: Households who spend the greatest portion of income on energy costs

Tactic 1: Identify community partners to assist in outreach to under-resourced populations in Inver Grove Heights

Lead Implementer: City of Inver Grove Heights

Support: Energy Action Team; Partners in Energy

Actions, Details, and Partners

- Find and communicate with service and community-based organizations that could act as trusted messengers to under-resourced communities in Inver Grove Heights
- Possible Partners:
 - Neighbors Inc. connection (leverage team member connection)
 - Dakota County resources
 - Three Rivers Community Action Partnership
 - Dakota County CDA
 - Public libraries
 - Scott Carver Dakota County Community Action
 - Manufactured home park managers
 - Existing City relationships

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 2: Work with community partners to sign up eligible under-resourced households for free Home Energy Squad visits

Lead Implementer: Partners in Energy

Support: City of Inver Grove Heights; energy efficiency program implementers

Actions, Details, and Partners

- Develop outreach materials
- Identify if outreach should be done in languages other than English & create materials if needed, with Partners in Energy support for material translation

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 3: Target Inver Grove Heights community members with higher energy burden, such as manufactured home communities, to help residents save money on energy bills

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy; community partners

Actions, Details, and Partners

- Work with community partners including manufactured home park members and managers to conduct outreach to these residents
- Engage owners of older homes to help reduce their energy bills and upkeep housing stock
- Consider ways to compensate partners for support

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 4: Distribute information about energy savings to organizations that serve under-resourced populations, such as at local food shelves

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy; community partners

Actions, Details, and Partners

- Identify local organizations that support under-resourced populations
- Coordinate with partners to design effective outreach materials and methods, considering translation as needed
- Distribute information through existing communication channels

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 5: Consider partnering with home finance providers in the area and region who offer financing for under-resourced households

Lead Implementer: City of Inver Grove Heights

Support: Local financing providers; Partners in Energy

Actions, Details, and Partners

- Identify and coordinate with home finance providers to determine the best methods for providing low-interest financing opportunities and support for under-resourced households

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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C. Save energy in multi-family properties

Target Audience: Multi-family property landlords, property owners, and tenants

Tactic 1: Conduct one-on-one outreach to multi-family properties in Inver Grove Heights to encourage them to sign up for an energy program

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy; Energy Action Team; energy efficiency program implementers

Actions, Details, and Partners

- Continue developing a multi-family inventory for the City to communicate with property manager and owners using the Low Income Rental Classification list as a starting point
- Work with existing contacts from multi-family recycling outreach to target property owners
- Encourage energy efficiency for new multi-family properties, including efficiency in design and electric vehicle-ready development
- Ensure that senior living and congregate care are included, with materials and outreach targeted toward these buildings

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 2: Educate renters about energy and cost saving opportunities unique to being a property renter

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy; local landlords, property owners, and property managers

Actions, Details, and Partners

- Identify unique savings opportunities for property renters, including behavior change
- Customize materials created for residential outreach to fit the needs of renters and multi-family residents
- Work with existing communication channels, including landlords and property managers to distribute information

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 3: Recognition for efficient multi-family buildings in Inver Grove Heights

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Consider the most effective ways to recognize efficient multi-family properties
- Engage the River Heights Chamber of Commerce

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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D: Education & outreach to increase renewable energy support and adoption among residents

Target Audience: All Inver Grove Heights residents																	
Tactic 1: Outreach campaign to increase participation in renewable energy subscription programs Lead Implementer: City of Inver Grove Heights Support: Partners in Energy; Energy Action Team Actions, Details, and Partners - Create messaging highlighting the benefits - Gather and share testimonials from families that have taken action, encouraging others to join in Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 2: Create a checklist of the on-site solar process for residents Lead Implementer: Partners in Energy Support: City of Inver Grove Heights Actions, Details, and Partners - Explore messaging that works for Inver Grove heights residents, like dollar savings - Use existing resources and share along existing networks Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 3: Consider feasibility and opportunities to support or initiate solar garden development and on-side solar group buys for residents as a cost-saving opportunity Lead Implementer: City of Inver Grove Heights Support: Partners in Energy Actions, Details, and Partners - Follow examples of peer communities that have implemented this tactic in their communities - Explore ways to support lower-income families with renewable energy access as an energy cost-saving measure Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									

Longer-term strategy

E: Support efficient transportation options for residents

Target Audience: All Inver Grove Heights residents
Tactic 1: Education & outreach to inform residents about the benefits of electric vehicles
Tactic 2: Encourage electric vehicle-ready development through the City's development review process, especially for multi-family housing
Tactic 3: Continue to follow through on the transit recommendations of Inver Grove Heights' 2040 Comprehensive Plan, supporting initiatives with outreach as needed
Tactic 4: Partner with Xcel Energy's dealership contact to encourage local dealerships to stock electric vehicles
Suggested Timeline
Most work on this strategy will occur in 2023 and beyond.

Targets

Through the strategies listed above, this plan hopes to meet the following targets. These targets will contribute to the vision and overall residential goals.

Across 2021 and 2022 combined, we hope to engage our residential community to achieve the following goals:

- ✓ 200 homes receive a home energy assessment or direct-install visit to jump-start energy savings
- ✓ 90 homes are served by programs specifically targeted toward income-qualifying households
- ✓ 180 new home construction or renovation projects complete a utility new home efficiency program
- ✓ 6 multi-family buildings complete an energy assessment
- ✓ 260 new residents supporting renewable energy

Inver Grove Heights is home to a mix of small and large commercial and industrial businesses, nonprofits, places of worship, K-12 and higher-education institutions.

This focus area includes all these buildings, plus their occupants and users, to help them save money on energy bills, identify the best return on investment projects, and make their buildings more comfortable for occupants and users.

The following strategies aim to engage Inver Grove Heights businesses, schools, nonprofits, and places of worship on energy issues. Actions, details and partners for each of these are included below.

- A. Education & outreach to increase energy efficiency among industry and large businesses
- B. Education & outreach to increase energy efficiency among small businesses
- C. Education & outreach to increase energy efficiency among local schools, nonprofits, and places of worship
- D. Education & outreach to increase renewable energy adoption and support among businesses and institutions
- E. Support efficient transportation options for businesses, schools, nonprofits, and places of worship

Figure 16: Our community is home to many businesses, schools, nonprofits, and places of worship.



Near-term strategies

A: Education & outreach to increase energy efficiency among industry and large businesses

Target Audience: Inver Grove Heights largest businesses and industries																	
Tactic 1: Create peer-sharing opportunities Lead Implementer: City of Inver Grove Heights Support: local industrial and business leaders Actions, Details, and Partners • Work with communications staff to create an energy opportunities and information page on our website that links to grant opportunities and things of that nature. Business can sign up for email list serve updates • Gather and share testimonials from large businesses that have done energy efficiency work • Engage local business leaders like CHS to share their energy efficiency journeys Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 2: Develop a recognition program to reward those who have taken action Lead Implementer: Inver Grove Heights Support: Partners in Energy Actions, Details, and Partners • Research best practices for creating a recognition programs • Establish a recognition category for large businesses and industry • Promote success stories and testimonials of completed energy efficiency projects Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 3: Create and share a guide for forming Green Teams at businesses Lead Implementer: Partners in Energy Support: City of Inver Grove Heights, local businesses Actions, Details, and Partners • Work with local businesses to distribute a guide for forming Green Teams Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									

Tactic 4: Host and publish annual community engagement opportunities to collect community feedback on energy related needs.

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Create and promote additional energy surveys, considering promoting in languages other than English, based on community composition
- Work with local community partners & service organizations to survey or gather information about how to continue engaging the community
- Run community workshops to gather input.

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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B: Education & outreach to increase energy efficiency among small businesses

Target Audience: Inver Grove Heights small businesses

Tactic 1: Educate small business on the benefits and how-tos of energy efficiency, such as through an educational campaign

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Share information about energy efficiency using communication channels identified, including the River Heights Chamber of Commerce
- Use messaging that works for Inver Grove Heights businesses, like dollar savings and ROI
- Share testimonials and case studies highlighting businesses that have taken action
- Partner with local nonprofits and community partners to support these efforts
- Use concise and consistent communication

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

Tactic 2: Create peer-sharing opportunities for small businesses

Lead Implementer: Inver Grove Heights

Support: Partners in Energy; River Heights Chamber of Commerce

Actions, Details, and Partners

- Work with River Heights Chamber to host events highlighting businesses that have implemented energy efficiency actions and technologies
- Present on energy-related topics at monthly River Heights Chamber member meetings

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

Tactic 3: Conduct outreach through the local Chamber of Commerce & door-to-door outreach in Inver Grove Heights commercial areas to encourage businesses to complete an energy efficiency action

Lead Implementer: Partners in Energy, City of Inver Grove Heights

Support: Energy efficiency organizations and program implementers, volunteers

Actions, Details, and Partners

- Determine most effective geographical areas to target based on business makeup
- Identify local partners and volunteers to support outreach
- Collect testimonials from businesses to encourage others to take action

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 4: Develop a recognition program to reward those who have taken action

Lead Implementer: Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Research best practices for creating a recognition program
- Establish a recognition category for small businesses
- Promote success stories and testimonials of completed energy efficiency projects

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

Tactic 5: Conduct targeted outreach to landlords that rent commercial property to small businesses in the Inver Grove Heights community

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Determine effective messaging and design outreach materials
- Identify communication channels to commercial property landlords

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 6: Host and publish annual community engagement opportunities to collect community feedback on energy related needs.

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Create and promote additional energy surveys, considering promoting in languages other than English, based on community composition
- Work with local community partners & service organizations to survey or gather information about how to continue engaging the community
- Run community workshops to gather input, especially encouraging input from small businesses owned by under-resourced groups. Consider if translation is needed at these.

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

C: Education & outreach to increase energy efficiency among local schools, nonprofits, and places of worship

Target Audience: local schools, nonprofits, and places of worship																	
Tactic 1: Create peer-sharing opportunities Lead Implementer: City of Inver Grove Heights Support: Partners in Energy Actions, Details, and Partners Work with River Heights Chamber to host coffee events highlighting those that have implemented energy efficiency actions and technologies Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 2: Educate local schools, nonprofits, and places of worship on the benefits and how-tos of energy efficiency, such as through an educational campaign Lead Implementer: Partners in Energy Support: City of Inver Grove Heights Actions, Details, and Partners - Develop materials specific to communicating with organizational boards - Use messaging that works to communicate benefits to Inver Grove Heights schools, nonprofits, and places of worship, like dollar savings, return on investment, and triple bottom line (people, planet, profit) - Emphasize the equity and community components of taking action on energy (i.e., reducing greenhouse gas emissions) Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									
Tactic 3: Develop a recognition program to reward those who have taken action Lead Implementer: City of Inver Grove Heights Support: Partners in Energy Actions, Details, and Partners - Research best practices for creating a recognition program - Establish a recognition category for local schools, nonprofits, and places of worship - Promote success stories and testimonials of completed energy efficiency projects Suggested Timeline <table> <tr> <td>Q1 2021</td><td>Q2 2021</td><td>Q3 2021</td><td>Q4 2021</td><td>Q1 2022</td><td>Q2 2022</td><td>Q3 2022</td><td>Q4 2022</td><td>2023 +</td></tr> </table>									Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +									

Tactic 4: Host and publish annual community engagement opportunities to collect community feedback on energy related needs.

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Create and promote additional energy surveys, considering promoting in languages other than English, based on community composition
- Work with local community partners & service organizations to survey or gather information about how to continue engaging the community
- Run community workshops to gather input. Consider if translation is needed at these

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

D: Education & outreach to increase renewable energy adoption and community solar garden support among businesses and institutions

Target Audience: All businesses and institutions

Tactic 1: Use communication channels like the Chamber of Commerce newsletter to share the benefits of renewable energy and community solar gardens

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Include messaging around cost savings and the environmental benefits

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 2: Create and share a checklist of the on-site solar process for businesses

Lead Implementer: Partners in Energy

Support: City of Inver Grove Heights

Actions, Details, and Partners

- Communicate potential economic and environmental benefits

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Tactic 3: Share information about hosting community solar gardens with businesses with viable rooftop space or sites

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Determine which sites may prove viable from a solar potential and grid capacity standpoint using available tools
- Conduct outreach through existing communication channels

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
------------	------------	------------	------------	------------	------------	------------	------------	--------

Tactic 4: Host and publish annual community engagement opportunities to collect community feedback on energy related needs.

Lead Implementer: City of Inver Grove Heights

Support: Partners in Energy

Actions, Details, and Partners

- Create and promote additional energy surveys, considering promoting in languages other than English, based on community composition
- Work with local community partners & service organizations to survey or gather information about how to continue engaging the community
- Run community workshops to gather input. Consider if translation is needed at these.

Suggested Timeline

Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	2023 +
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Longer-term strategy

E. Support efficient transportation options for businesses, schools, nonprofits, and places of worship

<i>Target Audience: All Inver Grove Heights businesses, schools, nonprofits, and places of worship</i>
Tactic 1: Work with large employers in the community to host ride-and-drive or electric vehicle showcase events
Tactic 2: Encourage electric vehicle-ready development through the City's development review process, especially for multi-family housing or new large business development
Tactic 3: Share information about fleet study opportunities for local businesses and institutions with vehicle fleets
Tactic 4: Continue to follow through on the transit recommendations of Inver Grove Heights' 2040 Comprehensive Plan, supporting initiatives with outreach as needed
Suggested Timeline
Most work on this strategy will occur in 2023 and beyond.

Targets

Through the strategies listed above, this plan hopes to meet the following targets. These targets will contribute to the vision and overall goals related to businesses and other organizations.

Across 2021 and 2022 combined, we hope to engage our businesses, schools, nonprofits, and places of worship to achieve the following goals:

- ✓ 95 small business energy assessments for lighting, HVAC, or commercial refrigeration equipment
- ✓ 7 new construction projects that use a program to increase efficiency
- ✓ 5 larger businesses complete a Commercial Streamlined Assessment or recommissioning
- ✓ 12 new businesses, schools, nonprofits, and places of worship supporting renewable energy

Focus Area: Municipal Leadership

Why is this a priority?

Our plan will position Inver Grove Heights as a leader in energy and sustainability. The City of Inver Grove Heights will seek to complement that leadership by building on existing activities and demonstrating a commitment to energy stewardship and taking action in municipal operations.

In 2016, the City of Inver Grove Heights joined the Minnesota GreenStep Cities program, by resolution, to make a formal commitment to pursuing environmental and sustainability initiatives. This free and voluntary program provides technical assistance for over 175 Best Practices actions to help cities achieve their sustainability and quality-of-life goals. The city has been committed to participating in this program and related program's such as Dakota County's Community Waste Abatement grant program, which demonstrates to residents, businesses and city employees that the City of Inver Grove Heights is committed to the environmental, economic and social stewardship of our community.



What is the City already doing?

The City is building off years of work on sustainability initiatives. Here's a highlight of some of our accomplishments:

Achieved Step 4 in the Minnesota GreenStep Cities program in 2020.

Participated in Cities Charging Ahead in 2019 to focus on electric vehicle readiness.

Installed a geothermal energy system in City Hall in 2012.

Supported the development of renewable energy with a rooftop solar array on City Hall and the Veteran's Memorial Community Center in 2017.

Subscribed a portion of the City's electricity to community solar in 2016.

Environmental programs supported by partner agencies provide the city resources to improve city operations that would otherwise be unavailable to staff or require an excessive amount of staff resources. Through partnership, the city can easily access research and information on best practices, technical assistance implementing best practices, free electronic and printed resources for community members, grant resources, a large and well-connected network of peers or assistance organizations, and more.

The City is committed to implementing the actions identified in this plan to increase energy and costs savings in our buildings, resulting in responsible management of taxpayer dollars and demonstrating leadership in sustainability in our community and region. Strategies in this focus area include all city-owned buildings and fleet, and internal city policies and initiatives.

Strategies

The following strategies aim to position the City of Inver Grove Heights as a community and regional leader in sustainability and energy efficiency. We will be building off the work the City has already undertaken in sustainability and energy. Details for each of these are included below.

- A. Demonstrate leadership in sustainability
- B. Increase energy efficiency in municipal operations and buildings
- C. Explore renewable energy for municipal operations and buildings
- D. Examine and implement efficient transportation and fleet electrification

Because the City has already been working on energy and sustainability initiatives, the tactics in this section are broken out into two categories:

Ongoing City initiatives that already exist: Actions that have already begun but will continue to be supported by this plan

New Initiatives for this plan: Ideas generated through this plan that will be supported by the City and partners

Figure 17: Inver Grove Heights' City Hall. This building uses a ground-source heat pump (geothermal) to meet energy needs.



Near-term strategies

A. Demonstrate leadership in sustainability

Ongoing City initiatives that already exist
Demonstrate sustainable leadership by promoting prior and current sustainability actions on City website, newsletter
Continue reporting metrics for GreenStep Cities
Promote low-impact development and water conservation practices

New initiatives for this plan
• Tactic 1: Showcase the city's journey related to energy efficiency, renewable energy and sustainability through demonstrating past progress as well as greenhouse gas and cost impacts • Tactic 2: Highlight clean energy projects completed by the city, residents and businesses through written case studies, social media posts, tours, etc. • Tactic 3: Provide education to developers on grants available for clean energy projects, energy efficiency projects, water conservation projects, etc. • Tactic 4: Educate City Council, leadership, and commissions about Energy Action Plan goals and strategies and initiate call to action for support • Tactic 5: Update City code as needed to make develop standards friendly for renewable energy use and development • Tactic 6: Establish an internal Green Team including representatives of City divisions such as community development, finance, fleet management, parks and operations and maintenance to guide municipal sustainability efforts • Tactic 7: Create an environmental purchasing policy • Tactic 8: Continue to make progress towards GreenStep City goals related to energy conservation, renewable energy and collection of baseline and annual reporting metrics.
Suggested Timeline
Work on these initiatives will begin in 2021

B. Increase energy efficiency in municipal operations and buildings

Ongoing City initiatives that already exist
Prioritizing energy efficiency opportunities in municipal facilities (McKinstry study, recommissioning)
Continue engaging operations and maintenance supervisor on prioritizing energy efficiency in City facilities
Using B3 Benchmarking data (entered data and review in future)
Partnering with City facilities and operations staff to integrate utility programs and rebates into purchasing process
Embarking on a three-year sustainable operations study for municipal buildings
Hiring and training an operations and maintenance supervisor

New initiatives for this plan
• Tactic 1: Educate employees and other building occupants about recommended sustainable behaviors at municipal facilities • Tactic 2: Explore cost-effective options to maximize efficiency and sustainability in major municipal development and construction projects
Suggested Timeline
Work on these initiatives will begin in late 2021

C. Explore renewable energy on solar opportunities for municipal operations and buildings

Ongoing City initiatives that already exist
Continuing to support existing renewable energy and solar contracts and systems covering municipal operations, including a geothermal system, a rooftop solar installation, and a community solar garden.

New initiatives for this plan
• Tactic 1: Explore renewable energy options, including on-site and subscription programs, to cover municipal operations • Tactic 2: Examine municipal properties for opportunities to host solar gardens, including community solar gardens, following the best practices of peer communities
Suggested Timeline
Work on these initiatives will begin in 2021

D. Explore efficient transportation and fleet electrification options for the municipal vehicle fleet

Ongoing City initiatives that already exist

Prioritize fleet electrification for City-owned vehicles based on FleetCarma study completed in 2019

Promote City walkability and public transportation – wayfinding map; new website maps, trails, and sidewalks; park master plan 2021/trail gap study

New initiatives for this plan

- **Tactic 1:** Consider right-sizing or down-sizing the city fleet with vehicles that are more fuel efficient and an optimal size for their intended functions (GreenStep Cities Best Practice #13.2)
- **Tactic 2:** Consider purchasing alternative fuel vehicles, such as electric vehicles, during fleet vehicle replacement process (GreenStep Cities Best Practice #13.2)
 - Review FleetCarma analysis for vehicle replacement recommendations
 - Replace high-use light-duty vehicles with electric vehicles
- **Tactic 3:** Seek and apply for grant funding opportunities for electric vehicle charging infrastructure for public or fleet use
- **Tactic 4:** Host ride-and-drive education events for staff, residents, and businesses
- **Tactic 5:** Educate staff on efficient use of city fleet vehicles, such as carpooling, video conferencing, and no idling when feasible (GreenStep Cities Best Practice #13.3)

Suggested Timeline

Work on these initiatives will begin in 2021

Targets

Through the strategies listed above, this plan hopes to meet the following targets. These targets will contribute to the vision and overall municipal goals.

To measure progress towards these targets, one of the first actions the City of Inver Grove Heights will take will be to establish baselines from which to assess progress. Meeting the targets will mean demonstrating annual increases in the specific areas beyond the baselines.

- ✓ Increase energy efficient at City facilities
- ✓ Increase the number of municipal community solar garden subscriptions
- ✓ Increase the amount of renewable energy used by City facilities
- ✓ Increase fuel efficiency of vehicle fleet
- ✓ Increase the amount of alternative fuel vehicles in the fleet



MEASURING SUCCESS

Energy Action Plan Impacts – Near Term

The combined targets and strategies outlined in this plan will save our community an estimated over \$1.3 million dollars in the near term.

Table 2: Estimated near-term impact of implementation of this plan, 2021 and 2022 combined.

<i>Cumulative Savings</i>	<i>Business as Usual</i>	<i>Our Impacts</i>
Electricity Savings	7 million kWh	8.5 million kWh
Natural Gas Savings	490,000 therms	536,000 therms
Estimated Dollar Savings ²³	\$0.95 million	\$1.35 million
Greenhouse Gas Emissions Avoided	5,800 MTCO ₂ e	6,800 MTCO₂e
Community Members Engaged ²⁴	1,800 community members	3,500 community members
Renewable Energy Support ²⁵	980 community members	1,252 community members

²³ Includes avoided costs through Xcel Energy conservation program participation. For further details on how we measure costs savings, see *Appendix 2: Methodology for Measuring Success*.

²⁴ Includes residents engaged through Xcel Energy conservation programs, renewable energy programs, and other outreach by the City. For further details, see *Appendix 2: Methodology for Measuring Success*. Saver's Switch is not included in business as usual projections.

²⁵ Includes Xcel Energy's Windsource® and Renewable*Connect® Solar*Rewards® (on-site solar); Solar*Rewards Community (community solar gardens); and Dakota Electric's Wellspring.

HOW WILL OUR ACTIONS IMPACT THE COMMUNITY?

Achieving our financial goals, we can save up to **\$1.3 million dollars, which is equivalent to...**



The **energy bills** of **over 1,000 homes** for a year

The **City's energy costs** for two years



Achieving our climate & air quality goals, we can avoid **6,800 MTCO₂**, which is like...



1.5 wind turbines producing electricity for a year

Taking **1,500 vehicles** off the road for a year



Planting **112,000 trees**

Impacts for 2021 & 2022, combined.

Near-term Impacts for Residents

Successful implementation of the near-term strategies of our plan will engage more than 2,200 residents in energy efficiency and almost 1,200 in renewable energy. Residents will save an estimated \$230,000 and help our community avoid the equivalent of 2,800 metric tons of carbon dioxide over this two-year period.

Table 3: Estimated near-term impacts for residents, 2021 and 2022 combined.

<i>Cumulative Savings</i>	<i>Our Impacts</i>
Electricity Savings	1 million kWh
Natural Gas Savings	163,000 therms
Estimated Dollar Savings ²⁶	\$230,000
Greenhouse Gas Emissions Avoided	2,580 MTCO₂e
Community Members Engaged ²⁷	2,280 community members
Renewable Energy Support ²⁸	1,188 community members

Near-term Impacts for Businesses, Schools, Nonprofits, and Places of Worship

Successful implementation of the near-term strategies of our plan will engage more than 250 businesses, schools, nonprofits, and places of workshop in energy efficiency and 60 in renewable energy. These groups will cumulatively save an estimated \$874,000 and help our community avoid the equivalent of 4,600 metric tons of carbon dioxide over this two-year period.

Table 4: Estimated near-term impacts for businesses, schools, nonprofits, and places of worship, 2021 and 2022 combined.

<i>Cumulative Savings</i>	<i>Our Impacts</i>
Electricity Savings	3.9 million kWh
Natural Gas Savings	373,000 therms
Estimated Dollar Savings ²⁹	\$874,000
Greenhouse Gas Emissions Avoided	4,600 MTCO₂e
Community Members Engaged ³⁰	250 community members
Renewable Energy Support ³¹	60 community members

²⁶ Includes avoided costs through Xcel Energy conservation program participation. For further details on how we measure costs savings, see *Appendix 2*.

²⁷ Includes residents engaged through Xcel Energy conservation programs, renewable energy programs, and other outreach by the City. For further details, see *Appendix 2*.

²⁸ Includes Xcel Energy's Windsource® and Renewable*Connect® Solar*Rewards® (on-site solar); Solar*Rewards Community (community solar gardens); and Dakota Electric's Wellspring.

²⁹ Includes avoided costs through Xcel Energy conservation program participation. For further details on how we measure costs savings, see *Appendix 2*.

³⁰ Includes residents engaged through Xcel Energy conservation programs, renewable energy programs, and other outreach by the City. For further details, see *Appendix 2*.

³¹ Includes Xcel Energy's Windsource® and Renewable*Connect® Solar*Rewards® (on-site solar); Solar*Rewards Community (community solar gardens); and Dakota Electric's Wellspring.

Long-Term Impacts

Energy and energy efficiency will remain important for our community into the future, beyond the initial implementation of the near-term objectives of our plan. Below are estimates what these long-term impacts will look like, based on the goals of our plan. Major changes to the energy landscape or to the long-term strategies of this plan may affect these impacts.

Our long-term impacts are articulated in our community goals:

By 2025, we will cumulatively...



Save \$2.6 million



Save 20 million kWh of electricity & 1.3 million therms of natural gas



Avoid an estimated 16,000 MTCO₂e*

** Equivalent to the carbon sequestered by 21,000 acres of U.S. forests in one year.³²*

By 2030, we will cumulatively...



Save \$5 million



Save 39 million kWh of electricity & 2.5 million therms of natural gas



Avoid an estimated 28,000 MTCO₂e*

**Equivalent to the carbon sequestered by 37,000 acres of U.S. forests in one year.³³*

³² Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

³³ Source: U.S. Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.



SUPPORT AND COMMITMENTS

This Energy Action Plan is a living document. Goals and strategies will be assessed and refined as needed based on data and community staff capacity.

Data and Reporting

Data from Xcel Energy

Partners in Energy will provide biannual progress reports with metrics of success and overall progress toward goals for Xcel Energy rebates and programs. These reports will be available publicly and shared with both the community and Energy Action Team.

If available, ad-hoc participation reports for specific Xcel Energy programs (e.g., Home Energy Squad) can be provided to measure success of campaigns and to determine whether we need to change course.

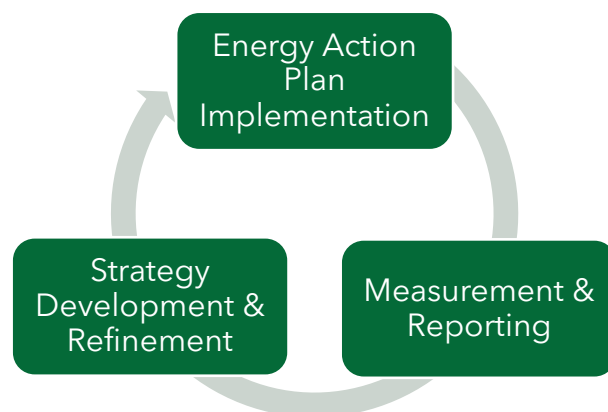
Data from Dakota Electric Association

Dakota Electric was involved in the planning process and has agreed to provide electricity consumption and program participation data directly to the City of Inver Grove Heights when requested to help the City measure progress toward goals.

Regular Reporting

Regular reporting on the success of implementation will be important to generate enthusiasm about our Energy Action Plan, and to keep the City and Energy Action

Figure 18: Actions and Tracking



Team accountable. Progress reports will include data from Xcel Energy and Dakota Electric Association, plus implementation highlights. Reports will be given to the Environmental Commission and City Council with the support of Community Development staff.

Project Management and Tracking

Partners in Energy will host regular project management check-in calls with staff to ensure we stay on course to achieve our goals.

If necessary, an implementation check-in meeting with the Energy Action Team can be convened to assess progress toward goals and discuss strategy refinement at the midpoint of implementation.

Other Commitment and Engagements

Energy Action Team Commitment

The Energy Action Team formed to create this plan will support implementation by serving as community connectors to their networks, promoting our energy vision, encouraging participation in programs and outreach campaigns, and sharing success stories. When available, Energy Action Team members will serve as partners, experts, and leaders in strategies targeting residents, businesses, schools, nonprofits, and places of worship. Partners in Energy facilitators and the City of Inver Grove Heights may invite Energy Action Team leaders to project management calls or other check-in meetings to ensure strategies are implemented successfully.

Xcel Energy's Commitment

In addition to data reporting, project management, and implementation tracking, Xcel Energy commits to 18 months of implementation support, including marketing and communications support and program expertise. They will also provide a dedicated community facilitator to serve as a primary point of contact. Partners in Energy digital resources, including office hours, community portal, and community events will also be available to the Inver Grove Heights team.

Continuing Engagement

The City of Inver Grove Heights will continue to engage its community members on these topics after this plan is adopted by City Council. Ideas for community engagement are outlined in the Implementation Work Plan.

Long-Term Strategies

Strategies identified as long-term will need additional review, including identifying resources and implementation leads. The City of Inver Grove Heights and the Energy Action Team will reconvene at a later date to further specify these long-term strategies as new funding and technology innovations become available.



APPENDIX 1: BASELINE ENERGY DATA ANALYSIS, 2017-2019

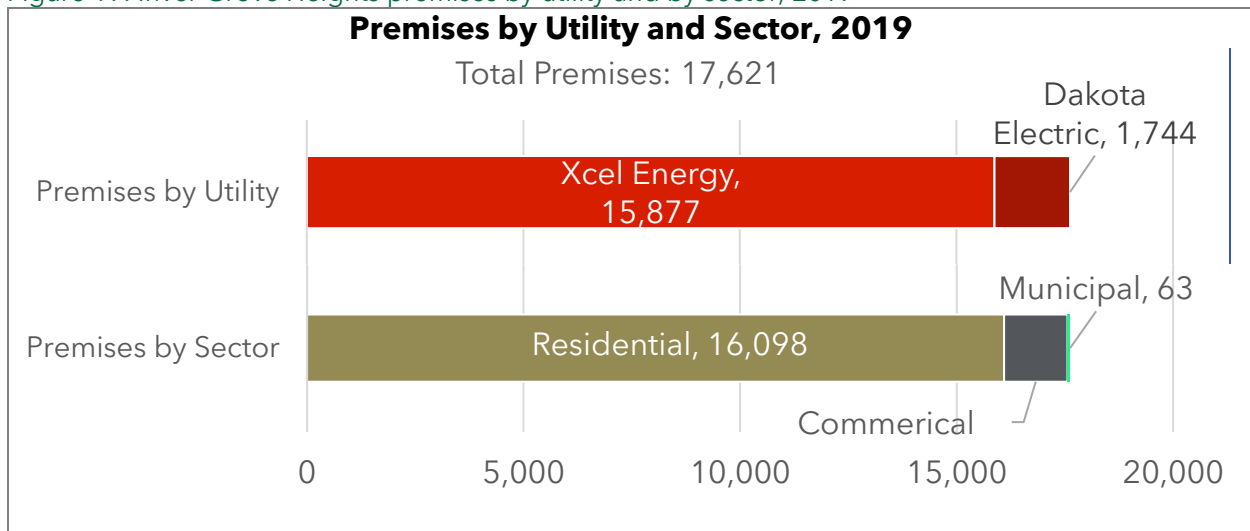
Data was provided by Xcel Energy and Dakota Electric for all Inver Grove Heights premises for 2017-2019. Xcel Energy provides electric and natural gas service to the community, and Dakota Electric provides electric service to the Inver Grove Heights community. The data helped the Energy Action Team understand Inver Grove Heights' energy use and opportunities for energy conservation and renewable energy. Data included in this section establishes a baseline against which progress toward goals will be compared in the future.

Electricity and Natural Gas Premises

Both Xcel Energy and Dakota Electric provide electric service to Inver Grove Heights. Xcel Energy is the community's only utility natural gas provider. The chart below demonstrates a breakdown of utility premises by utility and by customer type.³⁴ As shown in the chart, most premises in Inver Grove Heights are residential, and the majority are served by Xcel Energy for electricity.

³⁴ See *Appendix 4: Glossary of Terms* for more information on what each customer type entails.

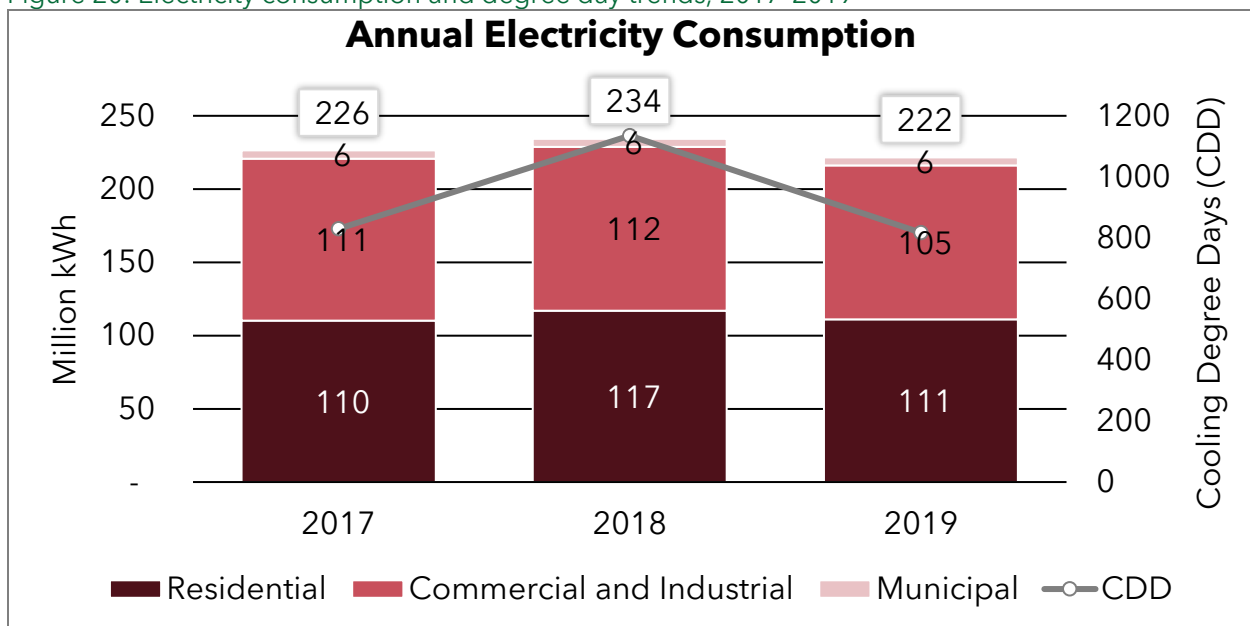
Figure 19: Inver Grove Heights premises by utility and by sector, 2019



Electricity Consumption Trends

On average, Inver Grove Heights consumes 227.4 million kWh and spends \$26.2 million on electricity across all sectors each year. Electricity consumption over the three-year baseline has remained relatively consistent, with a slight increase 2017 to 2018, which aligns with an increase in cooling degree days and the need to air condition homes and businesses.

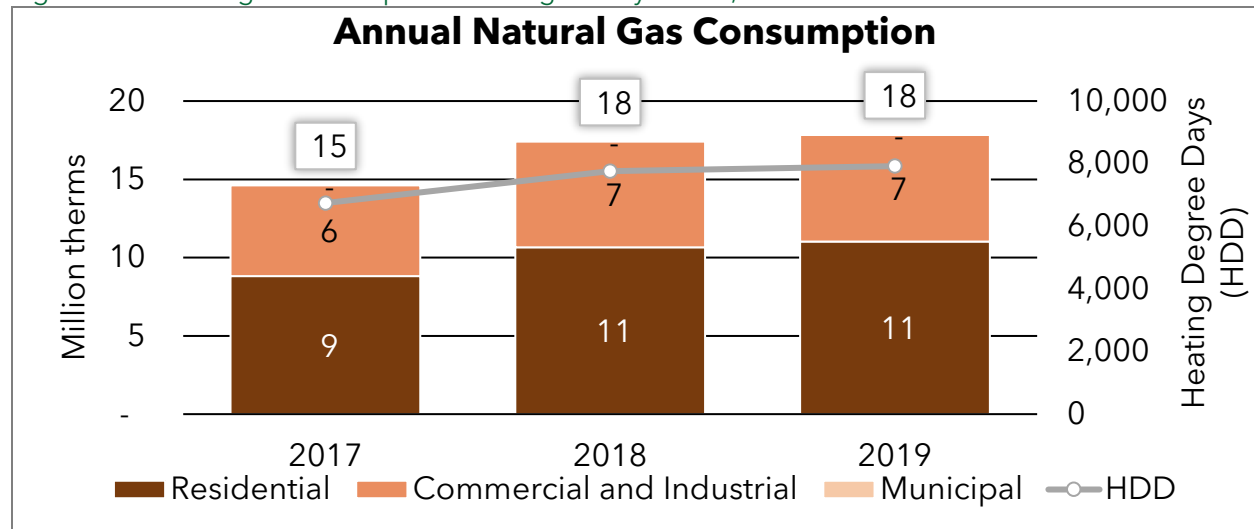
Figure 20: Electricity consumption and degree day trends, 2017-2019



Natural Gas Consumption Trends

On average, Inver Grove Heights consumes 16.7 million therms and spends \$9.6 million on natural gas across all sectors per year. Natural gas consumption over the three-year baseline has increased, which aligns with an increase in heating degree days and the need to heat homes and businesses.

Figure 21: Natural gas consumption and degree day trends, 2017-2019

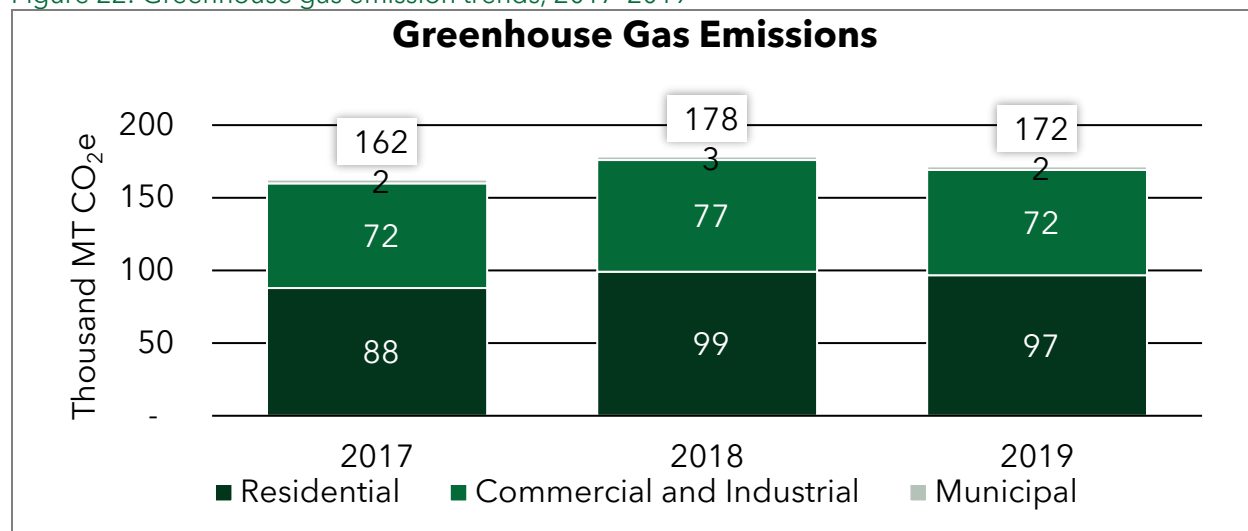


Greenhouse Gas Emissions and Trends

From 2017 through 2019, greenhouse gas emissions averaged 50,300 MTCO₂e. To put that into perspective, that is the equivalent the emissions from 10,867 passenger vehicles driven for one year, or about 55.4 million pounds of coal burned.³⁵

³⁵ U.S. Environmental Protection Agency Greenhouse Gas Equivalencies Calculator. <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

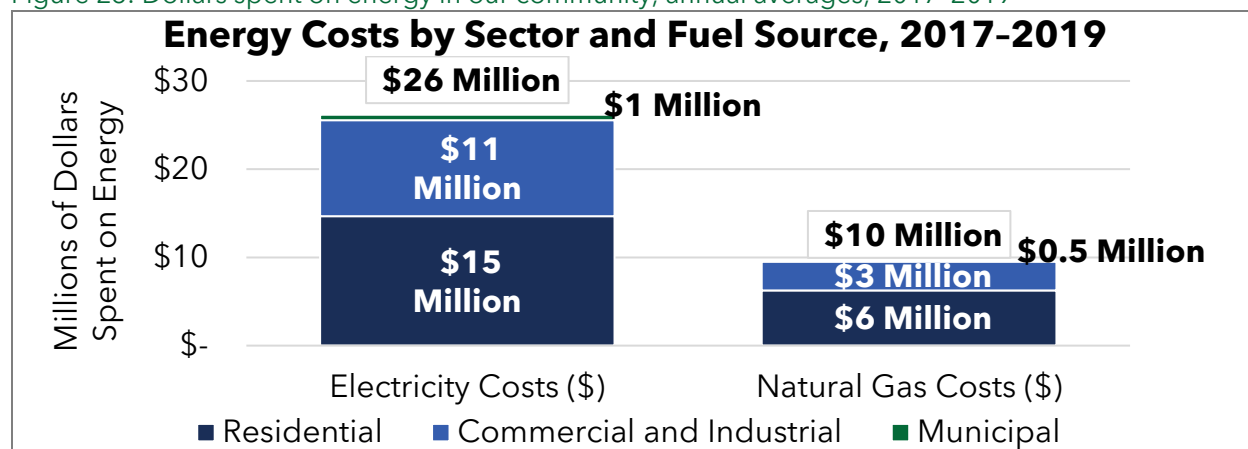
Figure 22: Greenhouse gas emission trends, 2017-2019



Energy Costs

Across the baseline period, the Inver Grove Heights community spent an estimated \$35.5 million dollars annually on energy costs across both electricity and natural gas. Most of that spending was on electricity – about three-quarters.

Figure 23: Dollars spent on energy in our community, annual averages, 2017-2019



The average residential premises spend about \$1,300 on energy each year – or a little over \$100 per month. While costs fluctuate greatly for commercial and industrial premises based on size and industry, these premises on average spent nearly eight times what residents did on energy, just under \$10,000 each year over the baseline period.

Table 5: Average annual energy costs per premise by sector, 2017-2019

Customer Type	Electricity Costs	Natural Gas Costs	Total Costs	Average Monthly Costs
Residential	\$ 917	\$ 391	\$ 1,308	\$ 109
Commercial and Industrial	\$ 7,523	\$ 2,264	\$ 9,787	\$ 816
Municipal	\$ 9,746	\$ 806	\$ 10,551	\$ 879

Program Participation and Savings

In Minnesota, utilities offer an array of Conservation Improvement Programs designed to help customers reduce energy use and expenditures. Below, the historic savings for these programs are shown for each of the utilities serving Inver Grove Heights.

Residential Program Participation and Savings

Over the three-year baseline period, energy savings for residents in Inver Grove Heights averaged around 0.6% of energy use – or about 0.4% of electricity use in the community and 0.7% of natural gas use. Almost 90% of these savings were from Xcel Energy customers. The most popular programs were rebates for heating and cooling equipment – see *Table 6*.

Table 6: Xcel Energy residential conservation program participation counts and savings, 2017-2019

Xcel Energy Program	2017			2018			2019		
	Count	Savings (kWh)	Savings (therm)	Count	Savings (kWh)	Savings (therm)	Count	Savings (kWh)	Savings (therm)
Efficient New Home Construction	65	40,941	12,682	114	109,837	27,238	79	130,732	28,296
Home Energy Audit	40	–	–	46	–	–	58	–	–
Home Energy Savings Program	7	1,212	562	17	5,313	–	26	9,960	750
Home Energy Squad	23	32,812	1,574	26	29,373	1,614	37	38,588	1,786
Insulation Rebate	14	4,973	2,710	17	2,420	4,993	15	2,268	4,332
Low-Income Home Energy Squad	3	1,333	151	13	12,915	802	9	6,383	338
Residential Cooling	201	63,056	–	282	79,460	–	228	59,182	–
Residential Heating	228	110,134	32,533	293	139,891	40,380	242	114,916	35,992
Refrigerator Recycling	60	48,126	–	73	55,230	–	65	51,448	–
Residential Saver's Switch	192	392	–	309	623	–	222	446	–
Smart Thermostat	43	105	56	52	1,322	1,316	31	2,289	1,190
Water Heater Rebate	35	–	1,159	35	–	1,180	29	–	1,262
Whole Home Efficiency	1	–	154	–	–	–	1	792	185
Total	912	303,084	51,581	1,277	436,384	77,523	1,042	417,004	74,131

Table 7: Dakota Electric residential conservation program participation counts and savings, 2017-2019

Dakota Electric Program	2017		2018		2019	
	Count	Savings (kWh)	Count	Savings (kWh)	Count	Savings (kWh)
Recycled Fridge/Freezer	15	15,219	17	16,996	13	13,336
Residential Air Conditioning Programs	33	14,936	31	14,523	40	19,160
Residential Heat Pumps	1	3,555	1	11,742	1	3,555
Energy Star Dehumidifier	5	2,175	7	3,480	7	3,045
Residential Equipment – Other	–	–	4	8,400	–	–
Income-Qualified Programs	–	–	–	–	8	5,919
LED Lights and Holiday Lights	1,769	78,100	1,177	52,671	334	15,030
EV Charger Install	1	–	1	–	5	–
Total	1,824	113,985	1,239	107,812	408	60,045

Commercial & Industrial Program Participation and Savings

Commercial and Industrial premises in Inver Grove Heights saved far more energy over the baseline period than residents saved. In total, they saved an average of 2.4

million kWh and 74,000 therms over the baseline period – or about 2% of total sector use for each of the respective fuel sources. The most popular programs were lighting efficiency programs, followed by heating equipment rebates. Over 97% of savings were from customers served by Xcel Energy.

Table 8: Xcel Energy commercial and industrial conservation program participation counts and savings, 2017-2019³⁶

Xcel Energy Program	2017			2018			2019		
	Count	Savings (kWh)	Savings (therm)	Count	Savings (kWh)	Savings (therm)	Count	Savings (kWh)	Savings (therm)
Cooling	2	394	–	6	2,256	–	6	11,105	–
Custom Efficiency	2	318,831	673	1	–	47,697	2	84,065	5,003
Efficiency Controls	–	–	–	2	67,318	2,447	–	–	–
Electric Rate Savings	3	-21,683	–	1	-212	–	–	–	–
Energy Design Assistance	–	–	–	–	–	–	2	21,028	126,660
Energy Efficient Buildings	–	–	–	–	–	–	2	92,599	-8
Fluid System Optimization	–	–	–	2	36,170	–	4	226,703	–
Foodservice Equipment	–	–	–	–	–	–	1	–	5,319
Heating Efficiency	36	1,261	14,144	9	1,687	9,698	13	2,522	9,048
Lighting Efficiency	25	1,166,788	–	32	1,407,091	–	38	815,286	–
Motor Efficiency	2	83,763	–	4	320,687	–	1	10,466	–
Saver's Switch for Business	–	–	–	3	30	–	1	2	–
Small Business Lighting	39	939,400	–	27	657,049	–	22	657,827	–
Turn Key Services	2	–	–	–	–	–	2	–	–
Total	70	1,549,354	14,817	57	1,834,997	59,842	69	1,263,774	146,022

³⁶ Note: “commercial and industrial” in this table also includes any City of Inver Grove Heights (“municipal”) participation and savings

Table 9: Dakota Electric commercial and industrial conservation program participation counts and savings, 2017-2019

Dakota Electric Program	2017		2018		2019	
	Count	Savings (kWh)	Count	Savings (kWh)	Count	Savings (kWh)
Commercial Lighting	–	–	–	–	6	162,231
Commercial HVAC	–	–	–	–	1	1,458
Commercial Motors and Drives	–	–	–	–	1	10,879
Total	0	0	0	0	8	174,568

Renewable Energy Support

Far more residents than commercial and industrial premises support renewable energy in Inver Grove Heights – nearly 20 times as many, or just under 1,000 premises. Xcel Energy’s Windsource was the most popular program, followed by community solar. Commercial and industrial customers were responsible for supporting the most renewable energy generation through on-site solar rewards or off-site community solar gardens, supporting 13 million kWh of renewable electricity generation in 2019 overall.

Table 10: Total support for renewable energy in Inver Grove Heights, 2019

Total Renewable Energy Support ³⁷	Residential ³⁸	Commercial & Industrial ³⁹
Subscriber Count	931	49
Total Annual Electricity Subscribed (kWh)	3,054,133	13,066,858

³⁷ Includes both programs where the customer can and cannot claim the Renewable Energy Credits for the energy. See Table 11 for program-specific details.

³⁸ Includes all Dakota Electric programs for which sector is unknown. Over 92% of Dakota Electric’s premises in Inver Grove Heights are residential, so this assumes that the renewable energy subscribers are primarily residential.

³⁹ Note: “commercial and industrial” in this figure also includes any City of Inver Grove Heights (“municipal”) renewable energy support.

Table 11: Support for renewable energy in Inver Grove Heights by program, 2019

Renewable Energy or Solar Program		Residential	Commercial & Industrial ⁴⁰
Off-site / Subscription	Xcel Energy Windsource®		
	Subscriber Count	577	1
	Total Annual Electricity Subscribed (kWh)	1,377,254	600,000
	Percentage of Sector Electricity Use	1.5%	0.6%
	Xcel Energy Renewable*Connect®		
	Subscriber Count	12	–
	Total Annual Electricity Subscribed (kWh)	78,986	–
	Percentage of Sector Electricity Use	0.1%	–
	Dakota Electric Wellspring®⁴¹		
	Subscriber Count		27
	Total Annual Electricity Produced (kWh)		173,000
	Percentage of Sector Electricity Use		0.2%
	Xcel Energy Solar*Rewards Community® (Community Solar)**		
	Subscriber Count	288	46
	Total Annual Electricity Produced (kWh)	1,339,332	3,749,879
	Percentage of Sector Electricity Use	1%	4%
On-site	Xcel Energy Solar*Rewards®**		
	Installation Count	24	2
	Total Annual Electricity Produced (kWh)	85,561	8,716,979
	Percentage of Sector Electricity Use	0.1%	8.2%
	Dakota Solar Rebate**		
	Installation Count		3

**Indicates a program where the customer does not retain the renewable energy credits. Energy produced or credited through these programs cannot be classified as renewable electricity.

⁴⁰ Note: “commercial and industrial” in this figure also includes any City of Inver Grove Heights (“municipal”) renewable energy support.

⁴¹ Numbers for Wellspring are for all customers, including residents and nonresidents.



APPENDIX 2: METHODOLOGY FOR MEASURING SUCCESS

The following section defines the ways that we will be measuring progress towards our goals and targets, including the Xcel Energy and Dakota Electric program(s) that were part of the baseline.

As part of implementation support, Partners in Energy will provide biannual progress reports for Xcel Energy participation and savings data. Goals are measured using projected savings impacts from achieving the targets of this plan. The assumptions that were used in modeling these goals are outlined below.

Community Goals

The goals of this plan are nonbinding and are designed to guide our implementation efforts and help measure our success.

The City established the following goals:

Between 2021 & 2022, we will...

- Engage an estimated 2,000 residents and 250 businesses, schools, nonprofits, and places of worship across our community
- Support 80 under-resourced households with energy costs
- Add 250 new residential and 12 new commercial renewable energy subscribers or community solar garden supporters
- Support 10 residential on-site solar installations

By 2025, we will cumulatively...

- Save an estimated \$2.6 million
- Save 20 million kWh of electricity & 1.3 million therms of natural gas
- Avoid an estimated 16,000 MTCO₂e

By 2030, we will cumulatively...

- Save an estimated \$5 million
- Save 39 million kWh of electricity & 2.5 million therms of natural gas
- Avoid an estimated 28,000 MTCO_{2e}

How to Measure

The following table outlines how to measure various aspects of the goals outlined above and articulated elsewhere in this plan. This includes details of what programs and activities may be included and any assumptions used to measure the goals.

Xcel Energy data will be provided through Partners in Energy. Dakota Electric data will be provided directly to the community by the utility.

<i>Timeline</i>	<i>How to measure</i>
Between 2021 & 2022	January 2021 to December 2022
Goal	How to Measure
Engage an estimated 2,000 residents and 250 businesses, schools, nonprofits, and places of worship across our community	Participation in all utility energy Conservation Improvement Programs from Xcel Energy and Dakota Electric
Support 80 under-resourced households with energy costs	Participation in utility programs targeted toward income-qualifying households, including: • Low Income Home Energy Squad • Home Energy Savings Program
Add 250 new residential and 12 new commercial renewable energy subscribers or community solar garden supporters	Participation in renewable energy subscription programs, including: • Xcel Energy's Windsource • Xcel Energy's, Renewable*Connect • Dakota Electric's Wellspring As well as participation in Xcel Energy's community solar program, Solar*Rewards Community
Support 10 residential on-site solar installations.	Participation in on-site renewable energy programs, including: • Xcel Energy's Solar*Rewards. • Dakota Electric's Solar Rebates Other on-site solar as documented by the City

Timeline	How to measure
By 2025	January 2021 to December 2025
By 2035	January 2021 to December 2030
Goal	How to Measure
- Save an estimated \$2.6 million (2025) - Save an estimated \$5 million (2030)	Dollar savings are estimated based on the energy savings listed below and an estimated average cost of energy by source and sector. See "Metric: Costs" below for more details.
- Save 20 million kWh of electricity & 1.3 million therms of natural gas (2025) - Save 39 million kWh of electricity & 2.5 million therms of natural gas (2030)	Energy savings are based on savings from participation in utility programs as reported by the utilities. See "Metric: Energy Savings" below for more details.
- Avoid an estimated 16,000 MTCO₂e (2025) - Avoid an estimated 28,000 MTCO₂e (2030)	Greenhouse gas emissions avoided are estimated based on future projected emissions for energy from the electricity grid and from natural gas. Xcel Energy's emission factors were used for all energy. See "Metric: Greenhouse Gas Emissions Avoided" below for more details.

Metric: Costs

All costs and dollar savings estimates are based on Xcel Energy averages for the baseline period. Changes in the costs of electricity and natural gas may impact the dollars saved, and therefore also this plan's impact. Costs in this goal do not account for delivered fuels, costs or savings from renewable energy, or demand charges for commercial customers.

Table 12: Cost assumptions for the goals, by customer and fuel type

Customer	Residential	Commercial & Industrial
Electricity, Dollars per kWh	\$0.113	\$0.087
Natural Gas, Dollars per kWh	\$0.09	\$0.5

Table 13 outlines which sectors we assumed savings would be sourced from.

Table 13: Cumulative estimated dollars saved (\$) by sector by goal years 2025 and 2030

Estimated Dollars Saved by Sector	By 2025	By 2030
Residential Energy Efficiency	\$564,942	\$1,088,947
Business Energy Efficiency	\$2,053,183	\$3,998,908
Total Estimated Dollars Saved	\$2,618,125	\$5,087,855

Metric: Energy Savings

Energy savings are provided by utilities based on participation in programs. Our goals hope to achieve the following savings by sector and utility.

Table 14: Cumulative estimated energy savings by sector by goal years 2025 and 2030

Estimated Energy Saved by Sector	By 2025	By 2030
Xcel Energy Program Savings		
Electric (kWh)		
Residential Energy Efficiency	2,266,238	4,331,803
Business Energy Efficiency	17,388,365	33,719,516
Total Estimated Electricity Saved	19,654,603	38,051,319
Natural Gas (therms)		
Residential Energy Efficiency	395,772	766,180
Business Energy Efficiency	904,166	1,782,051
Total Estimated Natural Gas Saved	1,299,938	2,548,231
Dakota Electric Program Savings		
Residential Energy Efficiency	211,522	423,043
Business Energy Efficiency	90,128	180,257
Total Estimated Electricity Saved	301,650	603,300
Total Goal Electricity Saved, All Utilities (kWh)	20 million	39 million
Total Goal Natural Gas Saved, All Utilities (therms)	1.3 million	2.5 million

Metric: Greenhouse Gas Emissions Avoided

To estimate avoided emissions, projections of emissions factors were applied to the electricity savings. Avoided emissions for these goal years are based off Xcel Energy's 2019 Carbon Emissions Reporting,⁴² as well as Xcel Energy's electricity carbon goals of an 80% reduction in emissions by 2030 and a 100% reduction in emissions by

⁴² Energy and Carbon Emissions Reporting 2019 Summary by Xcel Energy.

<https://www.xcelenergy.com/staticfiles/xcel-responsive/Environment/Carbon/Xcel-Energy-Carbon-Dioxide-Emission-Intensities.pdf>.

2050.⁴³ Differences between projections based on these goals and the actual emissions will impact progress toward the specific carbon estimates articulated for this plan.

The goal for greenhouse gas emissions avoided also included emissions avoided with renewable energy. Carbon impacts for renewable energy are only counted for renewable energy programs where the customer retains the Renewable Energy Credits (RECs). This includes Xcel Energy's Windsource and Renewable*Connect. The following table outlines the assumptions for renewable energy.

Table 15: Cumulative estimated greenhouse gas emissions avoided (MTCO₂e) by sector by goal years 2022 and 2030

Estimated Emissions Avoided by Sector	By 2025	By 2030
Residential Energy Efficiency	2,752	5,077
Business Energy Efficiency	9,396	16,648
Renewable Energy ⁴⁴	3,640	6,339
Total Greenhouse Gas Emissions Avoided	15,787	28,064

Greenhouse gas emissions avoided from other energy and non-energy sources, including transportation, are not measured in our plan.

Focus Area Targets

In addition to the overarching goals, this plan established targets in each focus area. Targets outline a framework and direction of how the community can contribute toward the bigger goals.

Focus Area: Residential Community Engagement

Targets: Across 2021 and 2022 combined, we hope to engage our residential community to achieve the following:

- ✓ 200 homes receive a home energy assessment or direct-install visit to jump-start energy savings
- ✓ 90 homes are served by programs specifically targeted toward income-qualifying households
- ✓ 180 new home construction or renovation projects complete a utility new home efficiency program
- ✓ 6 multi-family buildings complete an energy assessment
- ✓ 260 new residents supporting renewable energy

⁴³ Xcel Energy's Clean Energy Goals. https://www.xcelenergy.com/carbon_free_2050.

⁴⁴ Includes only energy efficiency from renewable energy from Xcel Energy's Windsource and Renewable*Connect. This only includes residential participation because commercial participation is targeted to only include programs where the customer does not retain the RECs.

The following table outlines the targets that the community hopes to achieve for energy efficiency programs.

<i>Target Identified (Total, 2021-2022)</i>	<i>What's Included</i>	<i>How It's Measured</i>
200 homes receive a home energy assessment or direct-install visit to jump-start energy savings	Xcel Energy's Home Energy Squad, home energy audits, including those from Dakota Electric	Counts of program participation
90 homes are served by programs specifically targeted toward income-qualifying households	Xcel Energy's Low-Income Home Energy Squad, Home Energy Savings Program, Dakota Electric's low-income programs, others as requested	
180 new home construction or renovation projects complete a utility new home efficiency program	Xcel Energy's Efficient New Home Construction	
6 multi-family buildings complete an energy assessment	Xcel Energy's Multi-Family Building Efficiency Program, others targeted toward multi-family buildings as requested	
260 new residents supporting renewable energy	Participation in any renewable energy or community solar program. Other renewable energy as documented by the City. Measured from the 2019 baseline.	Counts of program participation or City permitting records.

Partners in Energy will be responsible for tracking and reporting participation from Xcel Energy. The City of Inver Grove Heights will be responsible for tracking programs from other utilities or providers.

Focus Area: Businesses, Schools, Nonprofits, and Places of Worship

Targets: By 2022, we will strive to engage the following numbers of businesses, schools, nonprofits, and places of worship:⁴⁵

⁴⁵ Business engagement will be measured by number of engagements and program participation, rather than by unique businesses or buildings reached.

- ✓ 95 small business energy assessments for lighting, HVAC, or commercial refrigeration equipment
- ✓ 7 new construction projects that use a program to increase efficiency
- ✓ 5 larger businesses completing a Commercial Streamlined Assessment or recommissioning
- ✓ 12 new businesses, schools, nonprofits, and places of worship supporting renewable energy

<i>Target Identified (Total, 2021-2022)</i>	<i>What's Included</i>	<i>How It's Measured</i>
95 small business energy assessments for lighting, HVAC, or commercial refrigeration equipment	Xcel Energy's Commercial Refrigeration Efficiency program, One-Stop Efficiency Shop, and other small-business-focused programs, including Energy Smart ⁴⁶	Counts of program participation
7 new construction projects that use a program to increase efficiency	Xcel Energy's Energy Efficiency Buildings and Energy Design Assistance Programs, other programs from Dakota Electric as requested	
5 larger businesses completing a Commercial Streamlined Assessment or recommissioning	Xcel Energy's Commercial Streamlined Assessment and Recommissioning, other programs as requested	
12 new businesses, schools, nonprofits, and places of worship supporting renewable energy	Participation in any renewable energy or community solar program. Other renewable energy as documented by the City. Measured from the 2019 baseline	Counts of program participation or City permitting records.

Focus Area: Municipal Leadership

The City established the following targets. As part of this plan's implementation, the City will work to establish baselines against which to measure progress.

- ✓ Increase energy efficient at City facilities

⁴⁶ Energy Smart is a program through the Minnesota Chamber of Commerce available to all utility customers. <https://www.mnchamber.com/your-opportunity/energy-smart>.

- ✓ Increase the number of municipal community solar garden subscriptions
- ✓ Increase the amount of renewable energy used by City facilities
- ✓ Increase fuel efficiency of vehicle fleet
- ✓ Increase the amount of alternative fuel vehicles in the fleet

Measuring our Stretch Goals

Our plan established stretch goals to work towards if we are on track to meet or exceed our main goals listed above. The metrics of these goals are the same as those listed above, only with higher values. Our stretch goals can be found on *page 18*.



APPENDIX 3: XCEL ENERGY'S PARTNERS IN ENERGY PLANNING PROCESS

About Xcel Energy's Partners in Energy

Xcel Energy is an electric and natural gas utility that provides the energy that powers millions of homes and businesses across eight western and midwestern states. Each community Xcel Energy serves has its own unique priorities and vision for its energy future. The energy landscape is dynamically changing, with communities leading the way in setting energy and sustainability goals. To continue to innovatively support their communities, Xcel Energy launched Partners in Energy in the summer of 2014 as a collaborative resource with tailored services to complement each community's vision. The program offerings include support to develop an energy action plan or electric vehicle plan, tools to help implement the plan and deliver results, and resources designed to help each community stay informed and achieve their outlined goals.

Plan Development Process

The content of this plan is derived from a series of workshops with a planning team committed to representing local priorities and implementing plan strategies.



Partners in Energy Process for Success

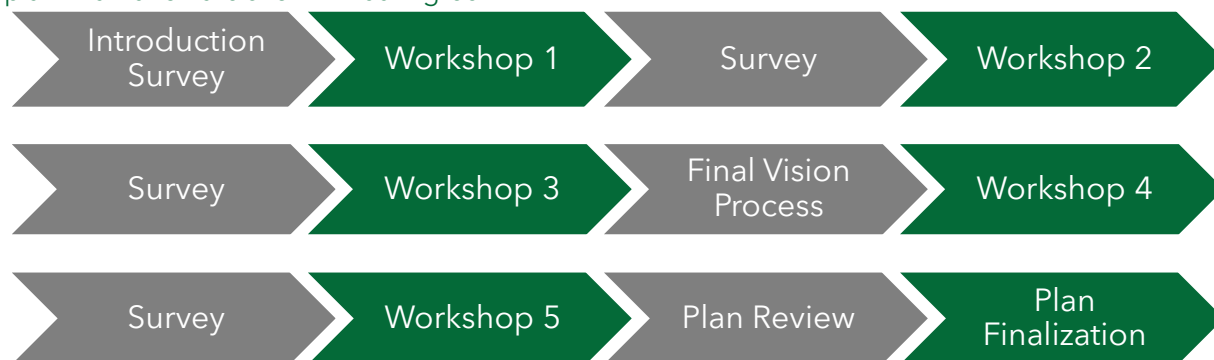


Resources from Xcel Energy for Implementation

Partners in Energy Engagement Process

The engagement process included both a series of five workshops, all hosted online through video conferencing, as well as multiple surveys and assignments between workshops.

Figure 24: A visualization of the engagement steps throughout the planning process. Workshops and plan finalization are shown in dark green.



Introduction Survey

July 2020

Before kicking off the planning process, the Energy Action Team completed an introduction survey, which both provided background on the Partners in Energy process and gathered input from the team.

In the survey, Energy Action Team members were asked to share a little bit about themselves, prioritize energy issues for the community, and react to a draft energy vision statement.

Workshop 1

July 22, 2020

Inver Grove Heights first planning workshop was centered around establishing a groundwork for the plan through data and a shared energy vision. The team received an introduction to the Partners in Energy planning process, gained an understanding of Inver Grove Heights through data, learned about how their community uses and saves energy, and discussed a shared energy vision for this process.

Survey and preparation for Workshop 2

August 2020

In preparation for the second workshop, the energy action team reviewed a revised version of the vision statement and provided input on a selection of draft focus areas.

Workshop 2

September 1, 2020

Inver Grove Heights' second planning workshop resulted in the team prioritizing near-term and long-term focus areas. After learning about energy opportunities for different focus areas, the team brainstormed community assets and voted on near-term focus areas for the plan.

Survey and preparation for Workshop 3

October 2020

Before Workshop 3, the team completed a survey to provide feedback on a draft vision statement, identify goal metrics that would resonate with the community, share their preferred time horizon and ambition level, and finalize focus areas.

Workshop 3

October 6, 2020

At Workshop 3, the Energy Action Team finalized their focus areas and vision statement. They also brainstormed communication channels to support implementation, worked in small groups to identify barriers and benefits to taking action for each focus area group, and discussed preferred goal metrics.

Final vision process

October–November 2020

A small group of Energy Action Team members volunteered to workshop the vision statement to create a short, concise statement. This small group worked separately from the workshop process to create Inver Grove Heights vision statement.

Workshop 4

November 17, 2020

The Energy Action Team spent the majority of the fourth workshop in small groups, refining strategies and tactics for each focus area. In addition, the group reacted to different goal scenarios, including an achievable and an ambitious scenario, to help refine their community-wide goal.

Survey and preparation for final workshop

December 2020

In preparation for the final workshop, the Energy Action Team completed an online survey to provide feedback on strategies, tactics, and targets discussed at Workshop 4. This was an opportunity for team members to give feedback on strategies not discussed in their small group and an opportunity to contribute more to the strategies and tactics they had already discussed.

Workshop 5

January 6, 2021

At the final workshop, the Energy Action Team reviewed the status of the Energy Action Plan and their role during the review process. The Energy Action Team prioritized strategies for implementation to help identify what strategies should be tackled first. The team also discussed implementation support opportunities, defining what success would look for them. Finally, the workshop wrapped up by generating excitement for the plan and the transition to implementation in 2021.

Plan Review

February 2021

Before the plan was finalized, the Energy Action Team had a chance to review the plan and provide input.

Plan Finalization

February-March 2021

The final plan was presented to Inver Grove Heights' Environment Commission and to City Council prior to approval. City staff and the Xcel Energy Partners in Energy team presented to Environment Commission on February 25, 2021, and to the City Council on March 1, 2021.



APPENDIX 4: GLOSSARY OF TERMS

15 x 15: Xcel Energy's privacy rule, which require all data summary statistics to contain at least 15 premises, with no single premise responsible for more than 15% of the total. Following these rules, if a premise is responsible for more than 15% of the total for that data set, it is are removed from the summary.

British Thermal Unit (BTU): the amount of heat needed to raise one pound of water at maximum density through one degree Fahrenheit

Carbon-free: Carbon-free refers to sources of energy that will not emit additional carbon dioxide into the air. Wind, solar and nuclear energy are all carbon free sources but only wind and solar are renewable.

Carbon-neutral: Carbon-neutral, also described as "net zero" could include carbon free sources but is broader and refers to energy that removes or avoids as much carbon dioxide as is released over a set period of time. Carbon-neutral is sometimes used to describe a site that produces an excess amount of electricity from a renewable energy source, such as solar, compared to what it consumes. That excess energy is put back into the grid in an amount that offsets the carbon dioxide produced from the electricity it draws from the grid when it is not producing renewable energy.

Community Data Mapping: A baseline analysis of energy data in a geospatial (map) format across the community.

Conservation Improvement Programs (CIP): Portfolio of approved utility energy efficiency and demand management programs. Minnesota electric utilities have a

goal of saving 1.5% of their total energy sales each year via customer conservation efforts. Minnesota natural gas utilities have a goal of saving 0.5% of their total energy sales each year via customer conservation efforts.

Demand Side Management (DSM): Modification of consumer demand for energy through various methods, including education and financial incentives. DSM aims to encourage consumers to decrease energy consumption, especially during peak hours or to shift time of energy use to off-peak periods, such as nighttime and weekend.

Direct Installation: Free energy-saving equipment installed by Xcel Energy or other organization for program participants that produces immediate energy savings.

Energy Burden: Percentage of gross household income spent on energy costs.

Energy Cost Savings: Estimated dollar equivalency to energy savings estimates. Sometimes referred to as “avoided energy costs,” energy cost savings are the estimated dollars you would not spend on energy bills based on energy savings from a permanent change that results in using less energy.

Energy Reduction: The result of behavior changes that cause less energy to be used. For example, setting the thermostat lower *reduces* the energy used in your home during the winter. Since energy reductions can be easily reversed, they are not accounted for when calculating changes in energy usage.

Energy Savings: Comes from a permanent change that results in using less energy to achieve the same results. A new furnace uses X% less to keep your home at the same temperature (all things being equal), resulting in energy *savings* of X%. For accounting purposes, energy savings are only counted in the year the new equipment is installed.

Greenhouse Gases (GHG): Gases in the atmosphere that absorb and emit radiation and significantly contribute to climate change. The primary greenhouse gases in the earth's atmosphere are water vapor, carbon dioxide, methane, nitrous oxide, and ozone.

Grid Decarbonization: The current planned reduction in the carbon intensity of electricity provided by electric utilities through the addition of low- or no-carbon energy sources to the electricity grid.

Kilowatt-hour (kWh): A unit of electricity consumption.

Million British Thermal Units (MMBtu): A unit of energy consumption that allows both electricity and natural gas consumption to be combined.

Metric Tons of Carbon Dioxide Equivalent (MTCO₂e): A unit of measure for greenhouse gas emissions. The unit "CO₂e" represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO₂), based on the global warming potential (GWP) of the gas.

Megawatt (MW): A unit of electric power equal to 1 million watts.

Premise: A unique identifier for the location of electricity or natural gas service. In most cases it is a facility location. There can be multiple premises per building, and multiple premises per individual debtor.

Renewable Energy Certificate (REC): For every megawatt-hour of clean, renewable electricity generation, a renewable energy certificate (REC) is created. A REC embodies all of the environmental attributes of the generation and can be tracked and traded separately from the underlying electricity. Also known as a Renewable Energy Credit.

Resilience: The ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions. Resilience includes the ability to withstand and recover from deliberate attacks, accidents, or naturally occurring threats or incidents.

Recommissioning: An energy efficiency service focused on identifying ways that existing building systems can be tuned-up to run as efficiently as possible.

Solar Garden: Shared solar array with grid-connected subscribers who receive bill credits for their subscriptions.

Solar Photovoltaic (PV): Solar cells/panels that convert sunlight into electricity (convert light, or photons, into electricity, or voltage).

Subscription: An agreement to purchase a certain amount of something in regular intervals.

Therm (thm): A unit of natural gas consumption.

Trade Partner: Trade Partners, also known as Trade Allies or Business Trade Partners, are vendors and contractors who work with business and residential customers servicing, installing, and providing consulting services regarding the equipment associated with utility rebate programs. Their support for utility programs can range from providing equipment and assisting with rebate paperwork, to receiving rebates for equipment sold.

APPENDIX 5: IMPLEMENTATION MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) between the City of Inver Grove Heights and Xcel Energy will be included as an appendix of this plan. This MOU will outline support and commitments from both the City and Xcel Energy to support the implementation of this plan for the 18 months following passage of this plan.

The signed MOU will be included when approved and available.

**Request for Council Action**

TITLE: Consider Approval of Contract with Baker Tilly for Professional Recruitment and Selection Services

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Heather Rand, Interim City Administrator	Budget amendment requested	
Prepared by:		FTE included in current complement	
Reviewed by:	Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	General Fund

PURPOSE/ACTION REQUESTED:

On January 25, 2021, the City of Inver Grove Heights issued a Request for Proposals (RFP) for professional recruitment and selection services to assist the City with its search a new City Administrator, Public Works Director, and Parks and Recreation Director. The City subsequently received six (6) proposals for professional recruitment and selection services which were reviewed by the Council and discussed at the Council's March 1st work session. At that work session, Council direction was given to staff to move forward with preparing the necessary contract between the City and Baker Tilly to provide professional recruitment and selection services to the City for all three positions for Council consideration at its March 8th City Council meeting.

SUMMARY:

Consider approval of the attached resolution authorizing execution of the attached three engagement letters (contracts) with Baker Tilly to provide professional recruitment and selection services for the City Administrator, Public Works Director, and Parks and Recreation Director positions pursuant to the terms and conditions outlined in Baker Tilly's Proposal dated February 12, 2021.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-57**

**A RESOLUTION APPROVING CONTRACT WITH BAKER TILLY FOR
PROFESSIONAL RECRUITMENT SERVICES**

WHEREAS, the City of Inver Grove Heights (City) is seeking to hire a permanent City Administrator, Public Works Director, and Parks and Recreation Director; and

WHEREAS, in order to assist the City with the recruitment and selection process, the City issued a Request for Proposals (RFP) for professional recruitment services; and

WHEREAS, the City received six (6) proposals in response to its RFP; and

WHEREAS, the City Council has reviewed and evaluated the six proposals and determined it is in the best interest of the City to hire Baker Tilly to assist the city with its search for all three positions.

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

1. The City hereby accepts the proposal from Baker Tilly for professional recruitment services for the City Administrator, Public Works Director, and Parks and Recreation Director and authorizes execution of the attached contracts for professional recruitment and selection services.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 8th day of March, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

Its: City Clerk



380 Jackson St., Ste 300
St. Paul, MN 55101
United States of America

T: +1 (651) 223 3000
F: +1 (651) 223 3046
bakertilly.com

March 2, 2021

Ms. Heather Rand
Community Development Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Ms. Rand:

This letter documents the City of Inver Grove Heights, Minnesota (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for City Administrator (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated February 12, 2021 is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Sharon Klumpp and Patty Heminover will co-lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the completion of Phase I; 30% at the completion of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$220 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.
6. Baker Tilly agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Baker Tilly understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Baker Tilly in performing those functions that the

City would perform is subject to the requirements of Chapter 13, and Baker Tilly must comply with those requirements as if it were a government entity. This does not create a duty on the part of Baker Tilly to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Chuck Rohre, Firm Director

Client Signature:

Name: _____

Title: _____

Date: _____



380 Jackson St., Ste 300
St. Paul, MN 55101
United States of America

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F: +1 (651) 223 3046
bakertilly.com

March 2, 2021

Ms. Heather Rand
Community Development Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Ms. Rand:

This letter documents the City of Inver Grove Heights, Minnesota (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for Director of Parks and Recreation (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated February 12, 2021 is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
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Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Sharon Klumpp and Patty Heminover will co-lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$19,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
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3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$220 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.
6. Baker Tilly agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. Baker Tilly understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Baker Tilly in performing those functions that the

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3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

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Client Signature:

Name: _____

Title: _____

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March 2, 2021

Ms. Heather Rand
Community Development Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Ms. Rand:

This letter documents the City of Inver Grove Heights, Minnesota (“you/r” or “Client”) engagement of Baker Tilly US, LLP (“we” or “Baker Tilly”) to conduct an executive search for Public Works Director (the “Project”). This letter defines our and your respective obligations for the Project. Our proposal dated February 12, 2021 is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
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3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Chuck Rohre, Firm Director

Client Signature:

Name: _____

Title: _____

Date: _____



Request for Council Action

TITLE: Approve Stipulation of Settlement, Parcel 4 and Parcel 5, for CP 2017-24 in the eminent domain matter *City of Inver Grove Heights v. Robert M. Dalsin, et al.*

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

PURPOSE/ACTION REQUESTED:

Approve and authorize the execution of the attached Stipulation of Settlement, Parcel 4 and Parcel 5, in the matter *City of Inver Grove Heights v. Robert M. Dalsin, et al.*

SUMMARY:

The City condemned permanent roadway, retaining wall, drainage and utility easements, together with temporary construction easements, over real estate owned by Bill and Cynthia Nichols at 6302 South Robert Trail. The parties have negotiated a full and final settlement of all claims arising from the condemnation for the sum of \$91,000, as reflected in the attached Stipulation of Settlement, Parcel 4 and Parcel 5. Council has considered the settlement in executive session and staff recommends approval.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE No. 19HA-CV-18-1122

City of Inver Grove Heights,
a Minnesota municipal corporation,

Petitioner,

v.

**STIPULATION OF SETTLEMENT
Parcel 4 and Parcel 5**

Robert M. Dalsin and Barbara D. Dalsin,
husband and wife; et al.,

Respondents.

THIS STIPULATION is made by and between Petitioner City of Inver Grove Heights (“City”) and Respondents William P. Nichols and Cynthia Nichols, husband and wife (“Owners”).

RECITALS

1. The following recitals are a part of the parties’ stipulation.
2. The Owners are the fee owners of the real property (“Property”) identified as Parcel 4 and Parcel 5 on Exhibit A to the Court’s Amended Findings of Fact, Conclusions of Law, and Order Granting Petition, Authorizing Payment or Deposit, and Awarding Title and Right of Possession, and Order Appointing Commissioners filed July 18, 2018 (“Condemnation Order”). An excerpt from Exhibit A pertaining to the Property is attached.
3. Exhibit A identifies Respondent Dakota County as having an easement interest in the Property and having a possible interest in the Property for payment of real estate taxes.
4. Exhibit A identifies Respondents Bruce A. Tiemann and Roberta Tiemann as having an easement interest in the Property.
5. The City commenced this condemnation action to acquire certain permanent and temporary easements over portions of the Property (“Takings”), for the purposes of a project to

construct roadway and drainage improvements to accommodate a new intersection at Trunk Highway 3 and the future 65th Street and to install trunk watermain ("Project").

6. During the Project, the City installed rip rap at the base of a culvert in an area outside the geographic scope of the Takings. The Owners have agreed to convey to the City a permanent easement for installation and maintenance of that rip-rap area ("Rip-Rap Easement") and to include the compensation for the Rip Rap Easement in this Stipulation of Settlement.

7. The City has deposited the sum of \$23,900.00 with the Dakota County District Court, in payment of its approved appraisal of value for the taking and damages to the Property (the "Deposit").

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

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, it is hereby stipulated and agreed between the parties as follows:

1. Stipulation to Commissioners' Award. The City and the Owners agree to an award of condemnation damages for the Property by the court-appointed commissioners in the total amount of \$91,000.00 ("Settlement Amount") which is payable entirely to the Owners, and with zero dollars payable to all other respondents, in substantially the form attached hereto as *Exhibit 1* ("Proposed Award"). The City and the Owners jointly request the Proposed Award and will not appeal the Proposed Award. This settlement agreement is contingent upon the filing of the Proposed Award, and Landowners hereby waive the statutory appeal period. All known respondents who may claim an interest in the Property will be given due notice of the commissioners hearing and the award that is filed by the commissioners. In the event the court-

appointed commissioners fail to issue the Proposed Award, or in the event any other party appeals, this Stipulation of Settlement shall be null and void.

2. Payment of Settlement Amount. The City shall pay the Settlement Amount as follows:

A. The Deposit shall be credited against the Settlement Amount.

B. Within 10 business days after the execution of this Stipulation of Settlement, the City shall pay the Owners the balance of the Settlement Amount, \$67,100.00.

The City shall tender payment in the form of a check made payable to “William P. Nichols and Cynthia Nichols” and delivered to counsel for the Owners.

3. Other Considerations. The parties agree to the following additional terms:

- a. The Owners acknowledge that they will not have to relocate as a result of the Project.
- b. The Owners will convey to the City the permanent easement in the form attached hereto as *Exhibit 2* for the installation and maintenance of rip rap. The Owners agree that the Settlement Amount includes payment in full for said easement.
- c. The Owners claims against the City arising from alleged flooding of the Property, and the City’s defenses thereto, are expressly reserved.

5. Full and Final Compromise. The Owners and the City acknowledge that the terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute with respect to the Takings. In consideration of the Settlement Amount and other terms and conditions of this Stipulation of Settlement, except as expressly reserved in Paragraph 4(c), the Owners waive any and all claims they may have against the City in connection with this condemnation action, including without limitation, just compensation, statutory remedies, any other damages, interest, relocation benefits, appraisal fees, attorney fees, and costs and

disbursements to which the Owner may otherwise be entitled. The Owner waives any and all rights to further notices, viewings, or hearings regarding this action, including without limitation the commissioners' hearing at which this Settlement Stipulation is presented.

6. Condemnation Action. After issuance of the Award of Commissioners and expiration of the statutory appeal period, the City will file a Final Certificate in this action with respect to the Property, and record a discharge of lis pendens with respect to the Property in the Office of the Dakota County Recorder. Each of the parties will bear its own costs in connection with this action. The district court shall retain jurisdiction to enforce the terms of this Stipulation of Settlement.

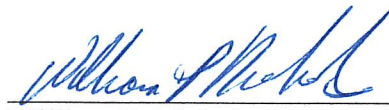
7. Entire Agreement. The undersigned confirm that each has read this Stipulation of Settlement, and that each knows and understands its consequences and legal effect. This Stipulation of Settlement contains the entire agreement of the parties in the above-referenced action.

8. Execution. The parties agree that this Stipulation of Settlement may be executed in separate counterparts which, taken together, shall be and comprise one agreement. This Stipulation of Settlement may be executed with electronic signatures.

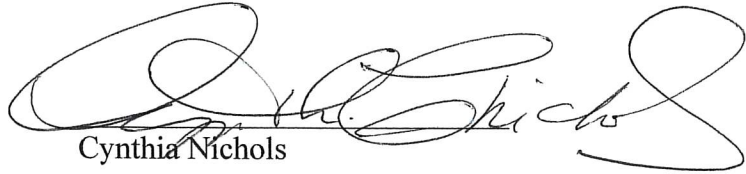
9. Authority. Any person signing this Stipulation of Settlement in a representative capacity represents and warrants by signing this Agreement that it is the signer's intent to bind the principal being represented to the terms and conditions of this Agreement, that the signer has been authorized to bind the principal to the terms and conditions, and that it is the intent of the principal to be so bound.

OWNERS

Dated: 2/10/2021

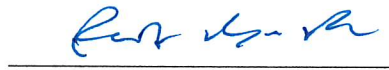

William P. Nichols

Dated: 2/10/2021


Cynthia Nichols

**DOUGHERTY, MOLENDIA, SOLFEST,
HILLS & BAUER P.A.**

Dated: 2/15/21


Robert B. Bauer, I.D. #227365
14985 Glazier Avenue, Suite 525
Apple Valley, MN 55124
(952) 953-8840
rbauer@dmsHB.com

*Attorney for Respondents
William P. Nichols and Cynthia Nichols*

CITY OF INVER GROVE HEIGHTS

Dated: _____

Thomas Bartholomew, Mayor

Dated: _____

Rebecca Kiernan, City Clerk

LEVANDER, GILLEN & MILLER, P.A.

Dated: _____

Timothy J. Kuntz, Lic. No. 58993
Peter G. Mikhail, Lic. No. 249907
Tona T. Dove, Lic. No. 0232130
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
tkuntz@levander.com
pmikhail@levander.com
tdove@levander.com

*Attorneys for Petitioner
City of Inver Grove Heights*

EXHIBIT A

Parcel 4 and Parcel 5 ("Nichols")

<u>Interest</u>	<u>Name</u>	<u>Address and Telephone Number</u>
Fee Owner	William P. Nichols and Cynthia Nichols, husband and wife	William P. Nichols 6302 South Robert Trail Inver Grove Heights, MN 55077 Cynthia Nichols 6302 South Robert Trail Inver Grove Heights, MN 55077
Easement Interest	County of Dakota	County of Dakota Attn: Transportation Western Services Center 14955 Galaxie Ave # 335 Apple Valley, MN 55124
Easement Interest	Bruce A. Tiemann and Roberta Tiemann, husband and wife	Bruce A. Tiemann 6308 South Robert Trail Inver Grove Heights, MN 55077 Roberta Tiemann 6308 South Robert Trail Inver Grove Heights, MN 55077
Property Taxes	County of Dakota	County of Dakota c/o Joel T. Beckman Dakota County Treasurer/Auditor 1590 Highway 55 Hastings, MN 55033
Possible Unknown Real Property Interest Owners	All other parties unknown having any right, title or interest in the real property described below, together with the unknown heirs or devisees, if any, of the parties that may be deceased and including unknown spouses, if any, and all others claiming any interest in the property described below.	

Parcel 4 (PID: 20-00500-31-010) and Parcel 5 (PID: 20-00500-32-010) ("Nichols")

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22) described as follows:

Commencing at a point on the North-South quarter line, 1442.5 feet south of the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22), thence West 1356.2 feet to the point of beginning; thence continuing West to the west line of said Northwest quarter (NW $\frac{1}{4}$); thence South along said West line to the East-West quarter line; thence East on the East-West quarter line to a point that is 1313.75 feet West of the North-South quarter line; thence North 916.4 feet; thence west 40 feet; thence North 120 feet to the point of beginning; except the Southerly 270 feet described as follows:

All that part of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22), described as follows: Beginning at a point on the West line of said Section 5, said point being 1432.9 feet South of the Northwest corner of said Section Five (5), thence East 330.0 feet, thence South and parallel with the said West Section line 330.0 feet, thence West 330.0 feet to the West line of said Section Five (5), thence North 330.0 feet along the West line of said section to the point of beginning, according to the Government Survey thereof.

Abstract Property.

Parcel 4 ("Nichols")

LEGAL DESCRIPTION OF EASEMENT AREAS

Description of Permanent Retaining Wall, Drainage and Utility Easement

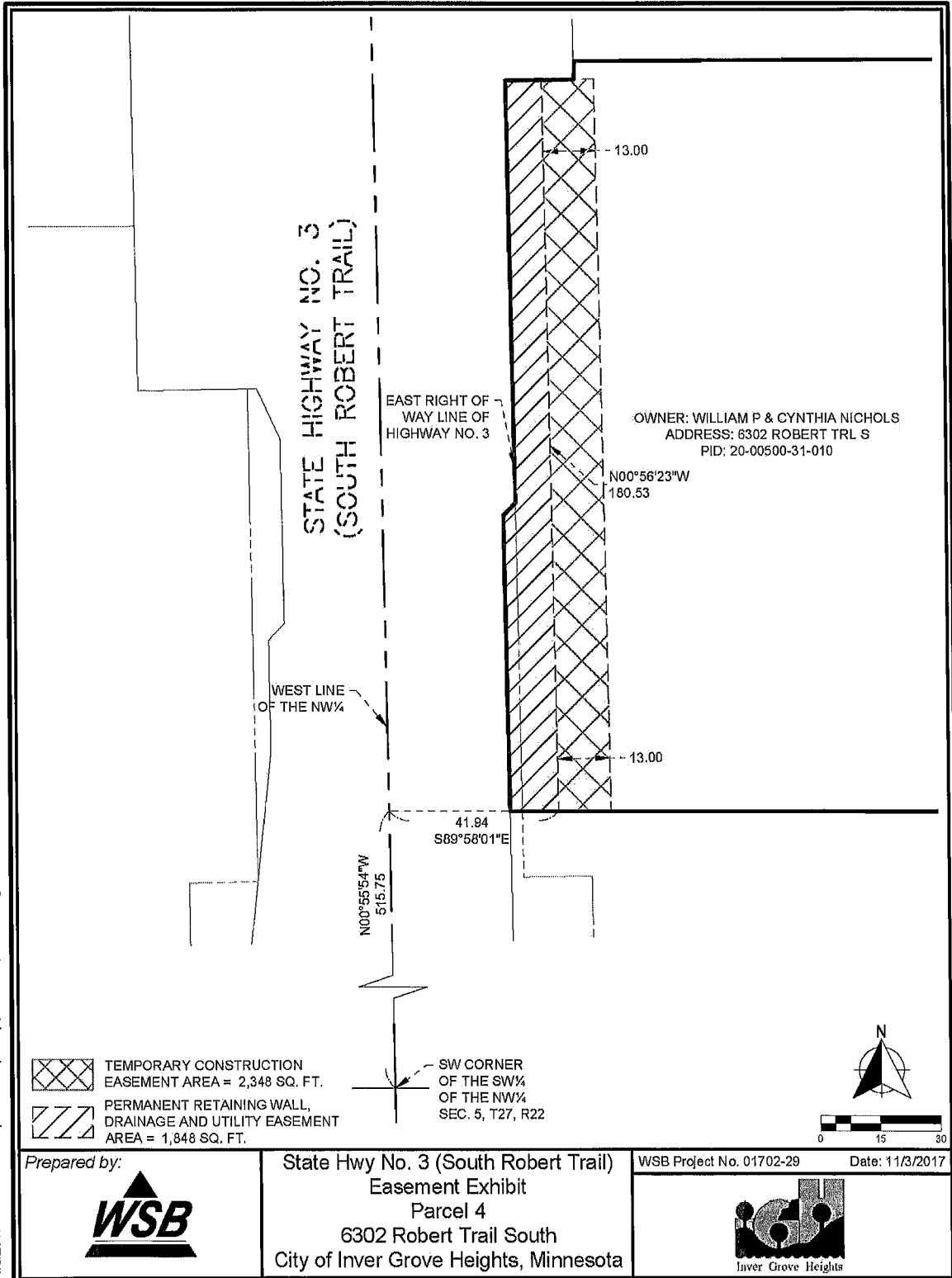
A permanent easement for retaining wall, drainage and utility easement purposes over, under, and across a portion of the Landowner's Property, lying easterly of the east right of way line of State Highway No. 3 and westerly of the following described line: Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 58 minutes 01 seconds East, 41.94 feet to the point of beginning of the line to be described; thence North 00 degrees 56 minutes 23 seconds West, 180.53 feet and there terminating.

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under, and across a portion of the Landowner's Property, lying 13.00 feet easterly of the following described line: Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 58 minutes 01 seconds East, 41.94 feet to the point of beginning of the line to be described; thence North 00 degrees 56 minutes 23 seconds West, 180.53 feet and there terminating.

Parcel 4 ("Nichols")

DEPICTION OF EASEMENT AREAS



Parcel 5 ("Nichols")

LEGAL DESCRIPTION OF EASEMENT AREAS

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

A permanent easement for public street, roadway, highway, and/or right-of-way purposes over, under, and across a portion of the Landowner's Property, being described as the South 50.00 feet of the East 157.00 feet of the West 227.00 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Description of Permanent Retaining Wall, Drainage and Utility Easement

A permanent easement for retaining wall, drainage and utility purposes over, under, and across a portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No. 3 and westerly of the follow described line: Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 58 minutes 01 seconds East, 43.94 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 23 seconds East, 90.75 feet to said easterly Right of Way line and there terminating.

Description of Temporary Construction Easement

A temporary easement for construction purposes over, under, and across a portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No. 3, easterly of Line A and westerly of Line B, said lines are described as follows:

Line A

Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 58 minutes 01 seconds East, 43.94 feet to the point of beginning of Line A to be described; thence South 00 degrees 56 minutes 23 seconds East, 90.75 feet to said easterly Right of Way line and there terminating.

Line B

Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 04 minutes 06 seconds West, 59.94 feet to the point of beginning of Line B to be described; thence South 00 degrees 56 minutes 23 seconds East, 119.23 feet; thence North 89 degrees 03 minutes 37 seconds East, 10.00 feet; thence South 00 degrees 56 minutes 23 seconds East, 216.17 feet; thence South 89 degrees 03 minutes 37 seconds West, 10.00 feet to said easterly Right of Way line and there terminating.

AND

A temporary easement for construction purposes over, under, and across a portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No.

3, northerly and easterly of the South 50.00 of the West 157.00 feet of the East 227.00 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, and southerly and westerly of the following described line: Commencing at the Southwest Corner of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 116.57 feet; thence South 89 degrees 04 minutes 06 seconds West, 59.99 feet to said easterly Right of Way line and the point of beginning of the line to be described; thence North 89 degrees 03 minutes 37 seconds East, 30.00 feet; thence South 00 degrees 56 minutes 23 seconds East, 48.24 feet; thence South 89 degrees 50 minutes 48 seconds East, 213.50 feet; thence South 00 degrees 56 minutes 18 seconds East, 70.01 feet to the south line of said Southwest Quarter of the Northwest Quarter and there terminating.

Parcel 5 ("Nichols")

DEPICTION OF EASEMENT AREAS

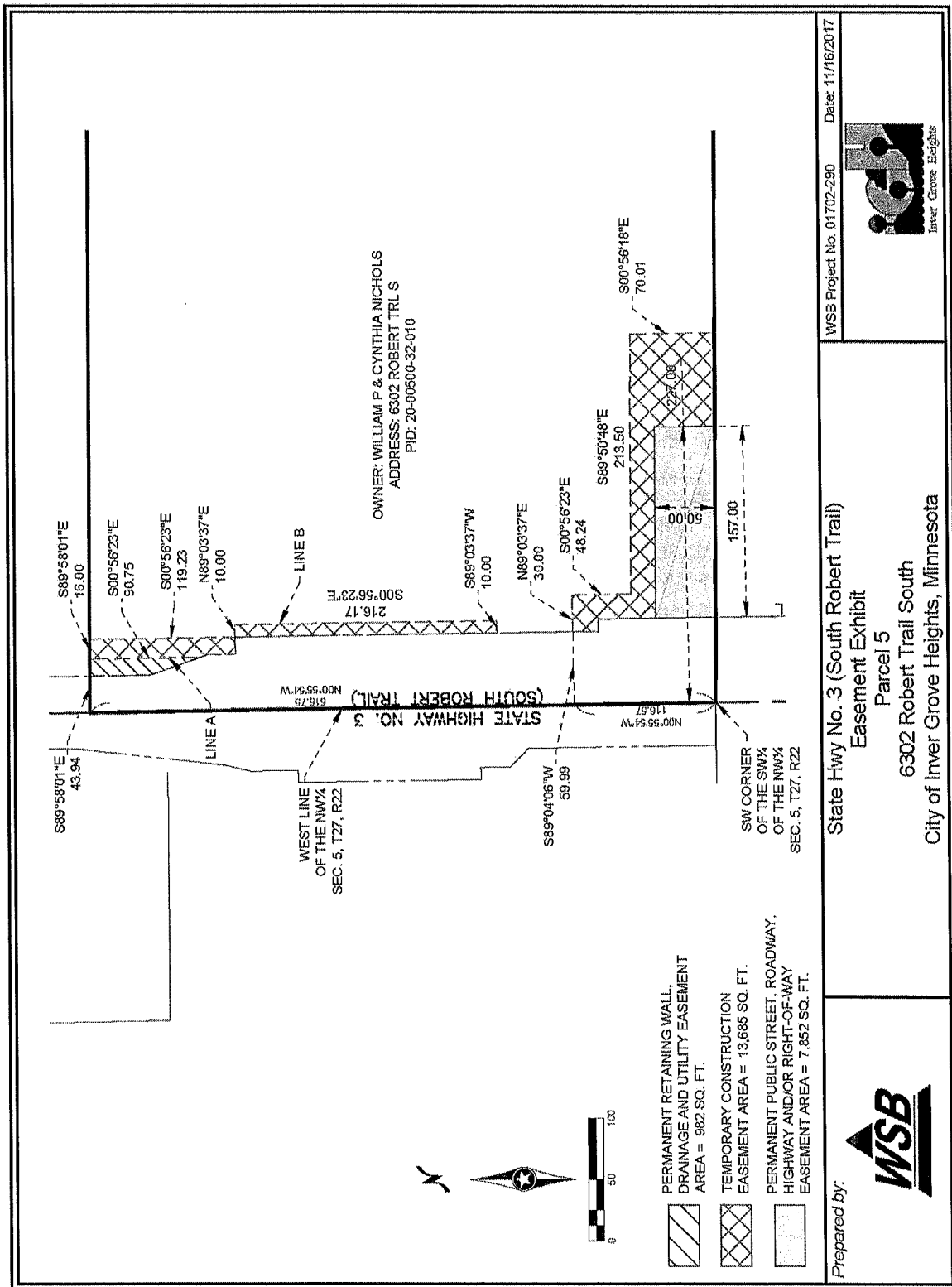


EXHIBIT 1
Stipulated Award

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

COURT FILE No. 19HA-CV-18-1122

City of Inver Grove Heights,
a Minnesota municipal corporation,

Petitioner,

v.

**COMMISSIONERS' AWARD
Parcel 4 and Parcel 5**

Robert M. Dalsin and Barbara D. Dalsin,
husband and wife; et al.,

Respondents.

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, hereby make the following award of damages with respect to the Petitioner's Taking from of Parcel 4 and Parcel 5 in the above-captioned matter, as of July 18, 2018, which is the date of taking:

TO: William P. Nichols and Cynthia Nichols:	<u>\$91,000.00</u>
---	--------------------

TO: Bruce A. Tiemann and Roberta Tiemann Teiman; and Dakota County:	\$0.00
---	--------

TOTAL DAMAGES TO ALL PARTIES:	<u>\$91,000.00</u>
--------------------------------------	--------------------

This award of damages is made after notice of viewing, notice of hearing, and an opportunity for possible claimants to be heard; and it is based on the commissioners' viewing of said real estate and the Stipulation of Settlement entered into between the City of Inver Grove Heights and Respondents William P. Nichols and Cynthia Nichols, which the commissioners received and accepted.

Dated: _____

Brian Taurinskas, Commissioner

Chad Weich, Commissioner

Scott Ruppert, Commissioner

EXHIBIT A

Parcel 4 and Parcel 5 ("Nichols")

<u>Interest</u>	<u>Name</u>	<u>Address and Telephone Number</u>
Fee Owner	William P. Nichols and Cynthia Nichols, husband and wife	William P. Nichols 6302 South Robert Trail Inver Grove Heights, MN 55077 Cynthia Nichols 6302 South Robert Trail Inver Grove Heights, MN 55077
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Abstract Property.

Parcel 4 (“Nichols”)

LEGAL DESCRIPTION OF EASEMENT AREAS

Description of Permanent Retaining Wall, Drainage and Utility Easement

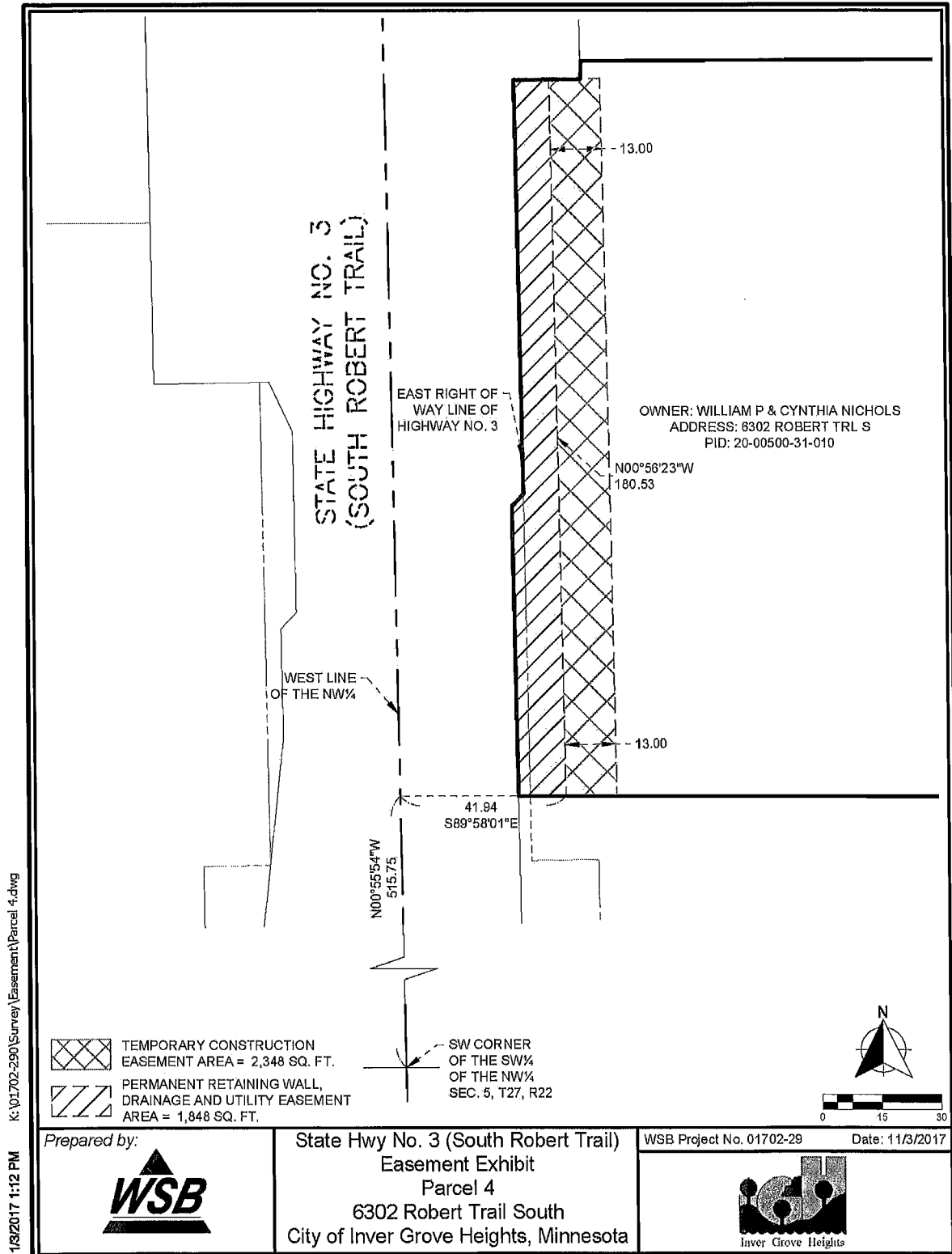
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Parcel 4 ("Nichols")

DEPICTION OF EASEMENT AREAS



Parcel 5 ("Nichols")

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Description of Temporary Construction Easement

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Line A

Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 58 minutes 01 seconds East, 43.94 feet to the point of beginning of Line A to be described; thence South 00 degrees 56 minutes 23 seconds East, 90.75 feet to said easterly Right of Way line and there terminating.

Line B

Commencing at the Southwest Corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 515.75 feet; thence South 89 degrees 04 minutes 06 seconds West, 59.94 feet to the point of beginning of Line B to be described; thence South 00 degrees 56 minutes 23 seconds East, 119.23 feet; thence North 89 degrees 03 minutes 37 seconds East, 10.00 feet; thence South 00 degrees 56 minutes 23 seconds East, 216.17 feet; thence South 89 degrees 03 minutes 37 seconds West, 10.00 feet to said easterly Right of Way line and there terminating.

AND

A temporary easement for construction purposes over, under, and across a portion of the Landowner's Property, lying easterly of the easterly Right of Way line of Trunk Highway No. 3, northerly and easterly of the South 50.00 of the West 157.00 feet of the East 227.00 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, and southerly and westerly of the following described line: Commencing at the Southwest Corner of said Southwest Quarter of the Northwest Quarter; thence North 00 degrees 55 minutes 54 seconds West, assumed bearing along the west line thereof, 116.57 feet; thence South 89 degrees 04 minutes 06 seconds West, 59.99 feet to said easterly Right of Way line and the point of beginning of the line to be described; thence North 89 degrees 03 minutes 37 seconds East, 30.00 feet; thence South 00 degrees 56 minutes 23 seconds East, 48.24 feet; thence South 89 degrees 50 minutes 48 seconds East, 213.50 feet; thence South 00 degrees 56 minutes 18 seconds East, 70.01 feet to the south line of said Southwest Quarter of the Northwest Quarter and there terminating.

Parcel 5 ("Nichols")

DEPICTION OF EASEMENT AREAS

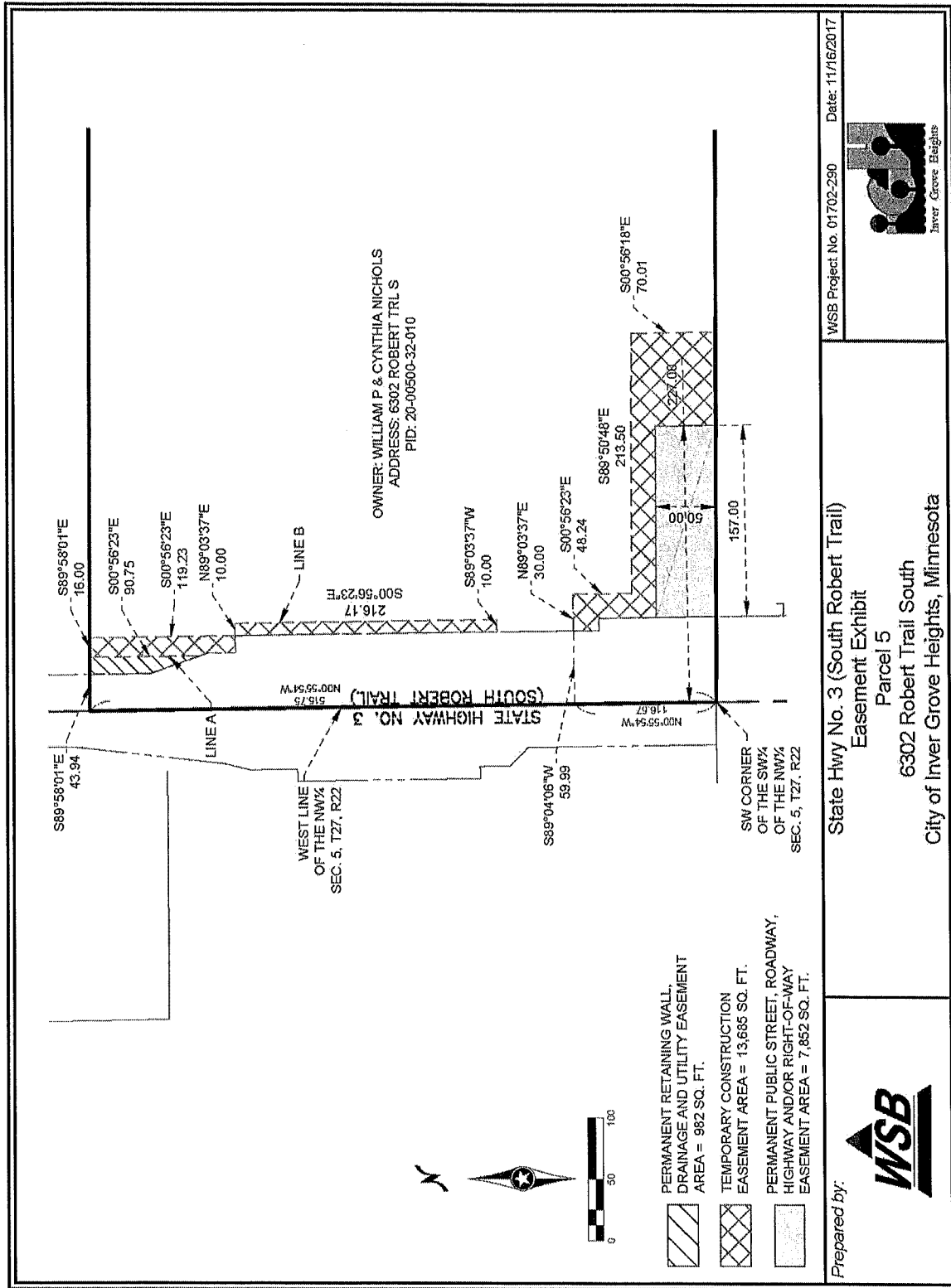


EXHIBIT 2
Rip-Rap Easement

PERMANENT RIP RAP EASEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between William P. Nichols and Cynthia Nichols, husband and wife (“Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

Landowner owns real property in Dakota County, Minnesota, legally described on Exhibit A, (“Landowner’s Property”) attached hereto and incorporated herein by reference.

PERMANENT RIP RAP EASEMENT DESCRIPTION

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement to construct, access, maintain and repair rip rap and all such purposes ancillary, incident or related thereto, (“Permanent Rip Rap Easement”) under, over, across, through and upon that real property legally described as the Rip Rap Easement on Exhibit B and likewise depicted on Exhibit C (“Permanent Rip Rap Easement Area”), attached hereto and incorporated herein by reference.

The rights of the City include the right of City, its contractors, agents and servants:

- (a) To enter upon the Permanent Rip Rap Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, maintenance, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Rip Rap Easement; and
- (b) To remove from the Permanent Rip Rap Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the Permanent Rip Rap Easement and to deposit earthen material in and upon the Permanent Rip Rap Easement Area; and

- (c) To remove or otherwise dispose of all earth or other material excavated from the Permanent Rip Rap Easement Area as the City may deem appropriate; and

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to the Permanent Rip Rap Easement Area or Landowner's Property, prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property legally described on Exhibit A, and the Permanent Rip Rap Easement Area legally described on Exhibit B and depicted on Exhibit C, and have good right to grant and convey the Permanent Rip Rap Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

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

EXEMPT FROM STATE DEED TAX

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first written.

LANDOWNER:

William P. Nichols

Cynthia Nichols

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on _____ day of _____, 2021, by William P. Nichols and Cynthia Nichols, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Thomas Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This Instrument Was Drafted By
And After Recording Return To:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

That part of the Northwest Quarter (NW ¼) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22) described as follows:

Commencing at a point on the North-South quarter line, 1442.5 feet south of the Northeast corner of the Northwest quarter (NW ¼) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22), thence West 1356.2 feet to the point of beginning; thence continuing West to the west line of said Northwest quarter (NW ¼); thence South along said West line to the East-West quarter line; thence East on the East-West quarter line to a point that is 1313.75 feet West of the North-South quarter line; thence North 916.4 feet; thence west 40 feet; thence North 120 feet to the point of beginning; except the Southerly 270 feet described as follows:

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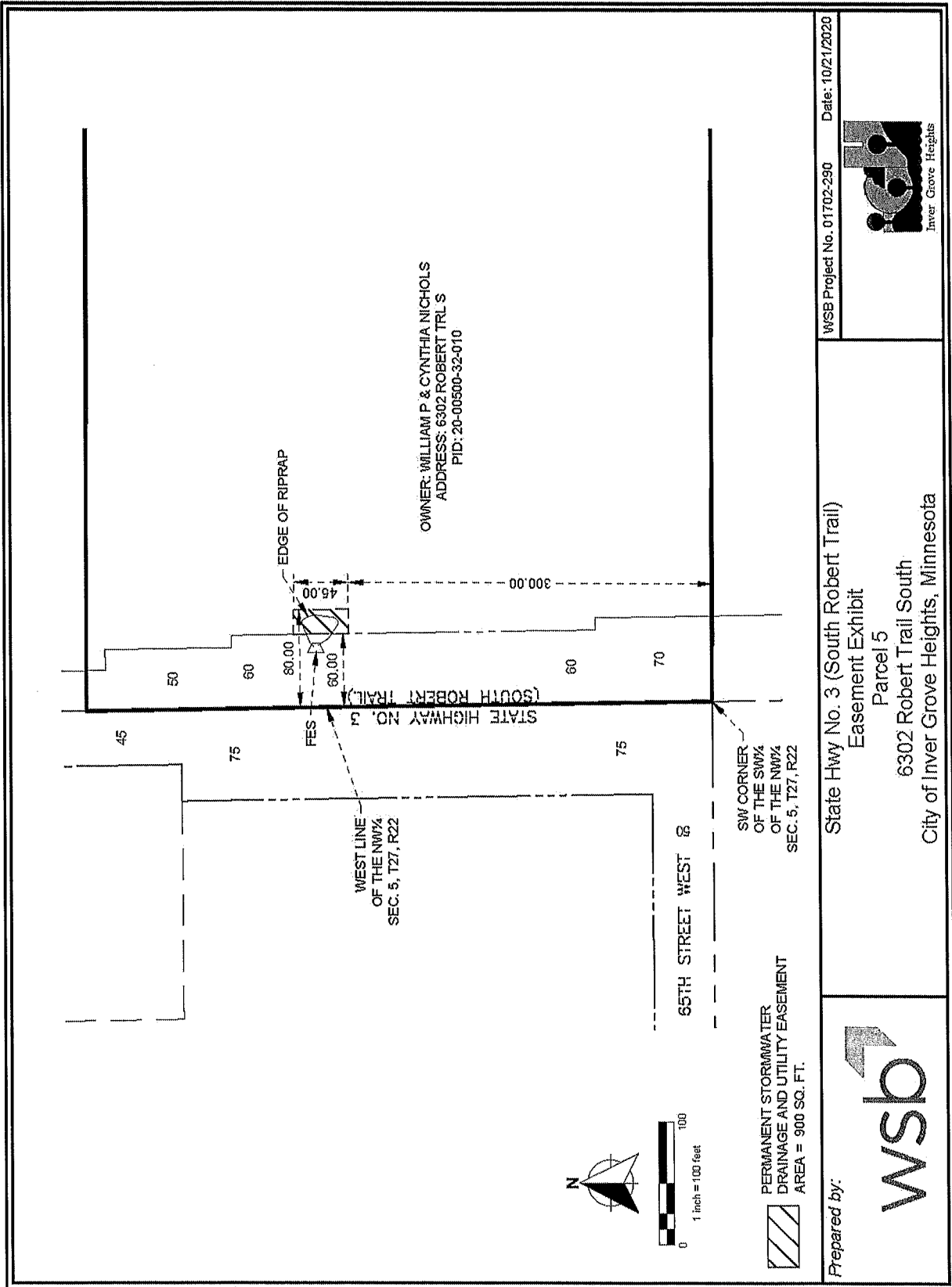
Abstract Property

PIDs: 20-00500-31-010 and 20-00500-32-010

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT RIP RAP EASEMENT AREA

A permanent easement for stormwater drainage and utility purposes over, under, and across a portion of the Landowner's Property, being described as the North 45.00 feet of the South 345.00 feet of the East 20.00 feet of the West 80.00 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

EXHIBIT C
DEPICTION OF PERMANENT RIP RAP EASEMENT AREA



K:\01702-290\Survey\Easement\Parcel 5 - Stormwater D and U Easmt.dwg 10/21/2020 2:42 PM

PERMANENT RIP RAP EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2021, by and between William P. Nichols and Cynthia Nichols, husband and wife ("Landowner") and the City of Inver Grove Heights, a Minnesota municipal corporation ("City").

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earthen material in and upon the Permanent Rip Rap Easement Area; and

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The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to the Permanent Rip Rap Easement Area or Landowner's Property, prior to the date hereof.

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This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

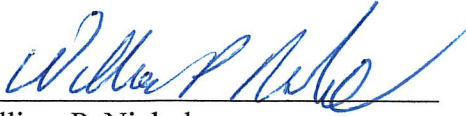
This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXEMPT FROM STATE DEED TAX

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first written.

LANDOWNER:



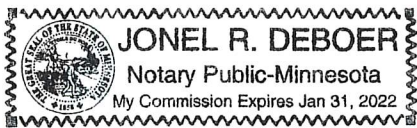
William P. Nichols

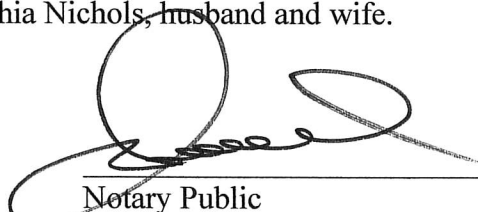


Cynthia Nichols

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on 10th day of Feb., 2021, by William P. Nichols and Cynthia Nichols, husband and wife.





Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Thomas Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This Instrument Was Drafted By
And After Recording Return To:
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That part of the Northwest Quarter (NW ¼) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22) described as follows:

Commencing at a point on the North-South quarter line, 1442.5 feet south of the Northeast corner of the Northwest quarter (NW ¼) of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22), thence West 1356.2 feet to the point of beginning; thence continuing West to the west line of said Northwest quarter (NW ¼); thence South along said West line to the East-West quarter line; thence East on the East-West quarter line to a point that is 1313.75 feet West of the North-South quarter line; thence North 916.4 feet; thence west 40 feet; thence North 120 feet to the point of beginning; except the Southerly 270 feet described as follows:

All that part of Section Five (5), Township Twenty-seven (27), Range Twenty-two (22), described as follows: Beginning at a point on the West line of said Section 5, said point being 1432.9 feet South of the Northwest corner of said Section Five (5), thence East 330.0 feet, thence South and parallel with the said West Section line 330.0 feet, thence West 330.0 feet to the West line of said Section Five (5), thence North 330.0 feet along the West line of said section to the point of beginning, according to the Government Survey thereof.

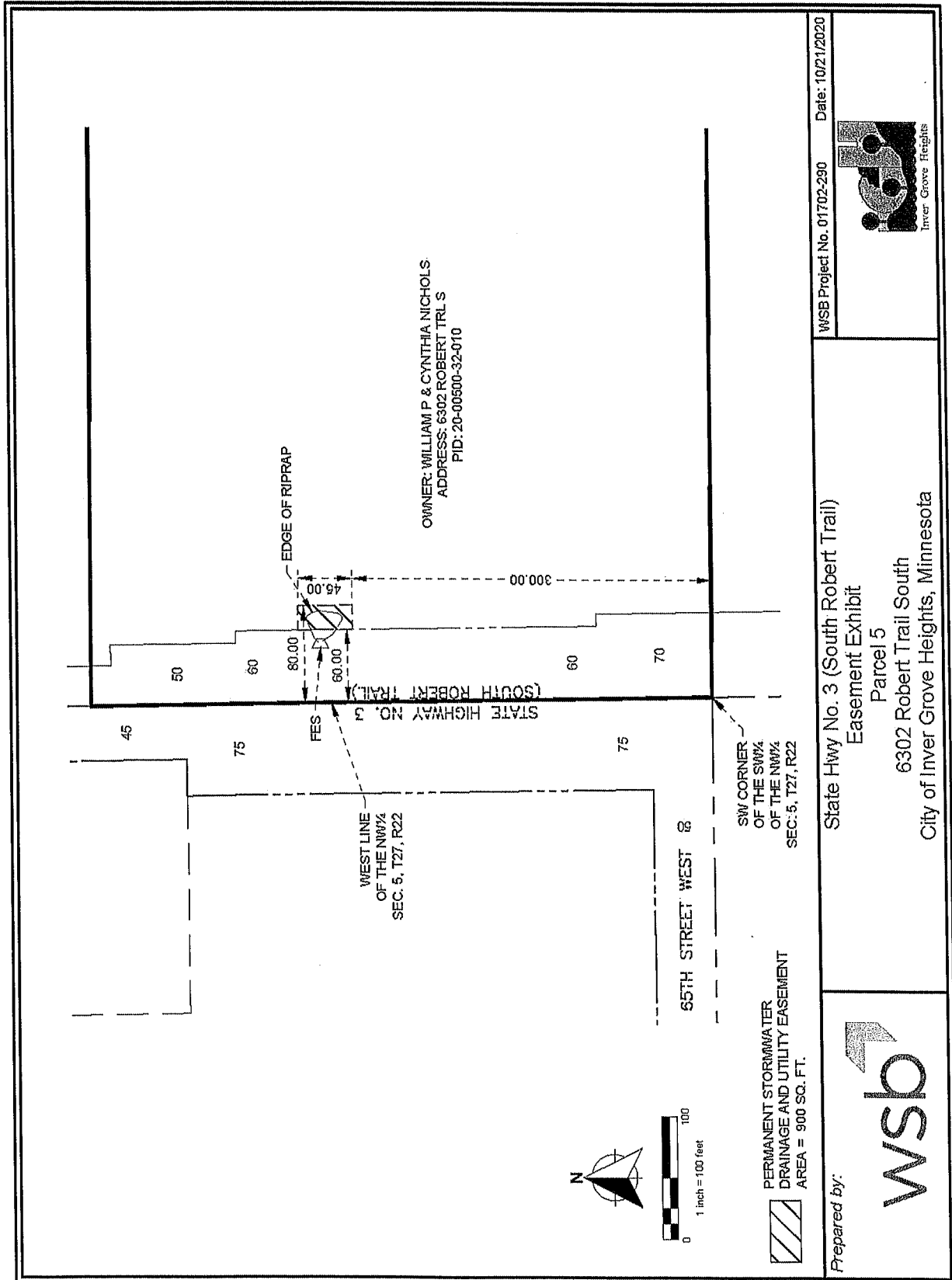
Abstract Property

PIDs: 20-00500-31-010 and 20-00500-32-010

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT RIP RAP EASEMENT AREA

A permanent easement for stormwater drainage and utility purposes over, under, and across a portion of the Landowner's Property, being described as the North 45.00 feet of the South 345.00 feet of the East 20.00 feet of the West 80.00 feet of the Southwest Quarter of the Northwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

EXHIBIT C **DEPICTION OF PERMANENT RIP RAP EASEMENT AREA**



K:\101702-290\Survey\Easement\Parcel 5 - Stormwater D and U Esm.dwg 10/21/2020 2:42 PM

**Request for Council Action**

TITLE: Approval of Joint Powers Agreement for Emergency Mutual Aid Between the Cities of Inver Grove Heights and St. Paul

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

PURPOSE/ACTION REQUESTED:

The City of St. Paul has approached a number of cities in Dakota County regarding entering into joint powers agreements for emergency mutual aid. The attached JPA establishes the terms and conditions under which either the City of St. Paul or Inver Grove Heights may request law enforcement assistance from the other party in an emergency situation. The JPA further establishes indemnification requirements for each party and provides that reimbursement for emergency assistance provided by a responding party may, but is not required to be, reimbursed by the requesting party.

SUMMARY:

Consider approval of the attached Joint Powers Agreement for Emergency Mutual Aid Between the Cities of Inver Grove Heights and St. Paul.

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made effective as of March 8th, 2021, by and among the City of Saint Paul (Saint Paul) and City of Inver Grove Heights (Inver Grove Heights) , political subdivisions of the State of Minnesota, pursuant to the provisions of Minnesota Statutes §471.59, the Joint Powers Act (“Agreement”).

WHEREAS, The Parties (Saint Paul & Inver Grove Heights) desire to be prepared to adequately address fire, flood, natural disaster, civil disturbance, or any other Emergency that may occur within the jurisdictions of the Parties; and

WHEREAS, In order to protect the public peace and safety, and to preserve the lives and property of people in each jurisdiction, the Parties (Saint Paul & Inver Grove Heights) agree to furnish Assistance to one another in the event of said emergencies.

NOW, THEREFORE, The Parties (Saint Paul & Inver Grove Heights) hereby agree to furnish Assistance to each other upon the terms and conditions set forth in this Agreement.

I. Purpose

The general purpose of this Agreement is to enable the Parties and their respective law enforcement personnel to come to the aid of the other Party to this Agreement as permitted in Minnesota Statutes §471.59 and Minnesota Statutes §12.331. This Agreement is limited to the named Parties.

II. Definitions

The capitalized terms in this Agreement shall have the following meanings:

Assistance means the provision of law enforcement personnel, services, equipment, supplies and related resources.

Emergency means any disaster including, but not limited to, a multi-alarm fire; casualty involving the damage, collapse or destruction of private or public infrastructure; accident or occurrence involving one or more modes of transportation including, but not limited to air, rail, vehicular or watercraft; civil disorder or disturbance; release of contaminants or pollutants, hazardous substances or hazardous waste that necessitates the evacuation of occupants from structures or some defined geographic area; any quarantine or limitation on the movement of persons due to disease or threat to health and safety of the general population; any threat to national security; “Disaster” and “Emergency” as defined in Minnesota Statutes §12.03; and “Emergency” and “Major disaster” as defined in 44 CFR Sections 206.2(a)(9) and (17).

Incident Commander means the ranking peace officer designated by the Requesting Party to be responsible for overseeing the management of Emergency Responders and for the planning, logistics and finances at the field level during an Emergency.

Party means a governmental unit as defined by Minnesota Statutes, §471.59, Subdivision 1. “Parties” shall collectively mean more than one Party.

Providing Party means the entity that provides mutual aid Assistance to the Requesting Party.

Providing Official means the person designated by the Party who is responsible to determine whether and to what extent that Party should provide assistance to the Requesting Party.

Requesting Party means the entity that requests mutual aid Assistance under this Agreement.

Self-Deployment means deploying resources without a request for mutual aid Assistance from a Requesting Party.

State means the State of Minnesota.

III. Assistance

A Party may request Assistance from the other Party to respond to an Emergency or as a participant in drills or exercises authorized under legislation or this Mutual Aid Agreement. A request for Emergency Assistance shall be made by a Requesting Party to a Providing Party by contacting the Providing Official or his/her designee. Requests may either be verbal or in writing. Any verbal requests will be followed by a written request made by the Requesting Party to the Providing Official or his/her designee as soon as practical or within such period of time as provided by law.

Requests and responses to requests under this Agreement are limited to law enforcement personnel, services, equipment, supplies, and related resources.

In the case of an Emergency for which a Requesting Party will likely seek reimbursement of costs from the Federal Emergency Management Agency (FEMA) or the State of Minnesota, the Requesting Party shall make the request for Assistance to each Providing Party and the Incident Commander shall monitor and oversee the documentation of the performance of Emergency work and the documentation of reasonable and reimbursable costs of a Providing Party in accordance with the FEMA Disaster Assistance Policy and will disburse the federal share of funds owed to a Providing Party.

In response to a request for Assistance under this Agreement, a Providing Party may authorize and direct personnel to go to the aid of a Requesting Party. The Providing Party shall provide personnel who possess the required qualifications along with the equipment and supplies of the Providing Party to the Requesting Party at the discretion of the Providing Party within the scope of the aid deemed necessary by the Requesting Party and the Incident Commander.

IV. Workers' Compensation

Each Party will be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or a program of self-insurance covering its own personnel while they are providing assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

V. Damage to Equipment

Each Party shall be responsible for damages to or loss of its own equipment used to respond to an Emergency under this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

VI. Charges to Requesting Party

The Requesting Party and any Providing Party will each be responsible for its own costs and compensation for any Assistance arising from any Emergency that may occur during the Term of the Agreement.

Unless the Emergency is eligible for reimbursement by FEMA, a Providing Party shall be responsible for the costs and compensation of its personnel, equipment and supplies. For an Emergency that is eligible for reimbursement of costs by FEMA, the labor force expenses of the Providing Party will be treated as contract labor, with regular time, overtime wages and certain benefits eligible for reimbursement.

Notwithstanding the above paragraphs in this Section, a Requesting Party may reimburse a Providing Party that has provided Assistance pursuant to this Mutual Aid Agreement. The Providing Party seeking reimbursement from the Requesting Party for Assistance rendered under the terms of this Mutual Aid Agreement, may do so by submitting to the Requesting Party an itemized bill for the actual cost of any Assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

In the event the Emergency is eligible for reimbursement by FEMA, a Providing Party may charge a Requesting Party for Assistance rendered under the terms of this Mutual Aid Agreement by submitting to the Requesting Party an itemized bill for the actual cost of any Assistance provided. The charges for Assistance provided pursuant to this Agreement will be based upon the actual costs incurred by the Providing Party, including salaries or wages, overtime, materials, supplies, and other necessary expenses, except that the Parties agree that the Federal Emergency Management Agency equipment rates will be used as the basis for equipment charges whenever possible.

If a local, State, or federal Emergency is declared, and applicable funds become available, a Providing Party may charge a Requesting Party for Assistance rendered under the terms of this Agreement. The Providing Parties will submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided as described above. The Requesting Party is responsible to take all steps it deems necessary to seek reimbursement from the United States of America, the State of Minnesota or other sources, to the extent that such reimbursement is available, for expenses it incurs for services provided pursuant to this Agreement. Should funding become available, the Requesting Party may reimburse the Providing Party to the extent possible under the terms of this Agreement. Any claims for reimbursement by the Providing Party must be made to the Requesting Party within 90 days after the expense is sustained or incurred.

No Party will be responsible for the reimbursement of Self-Deployment costs.

VII. Limitations

A Party's decision to provide Assistance in response to, or recovery from, an Emergency, or in authorized drills or exercise is subject to the following conditions:

- A.) A Party may withhold resources to the extent necessary to provide reasonable protection and services within its own jurisdiction.
- B.) A Party may recall Assistance at any time in the best interests of that Party.
- C.) Emergency response personnel of a Providing Party shall follow the policies and procedures of the Providing Party and will be under the Providing Party's command and control but will follow the operational direction of the Incident Commander and be subject to the incident management system of the Requesting Party.
- D.) Assets and equipment of a Providing Party shall remain under the control of the Providing Party but shall be under the operational control of the Incident Commander within the incident management system of the Requesting Party.

VIII. Term of Agreement

This Agreement shall be in full force and effect from March 8th, 2021 through December 31, 2026, subject to Section XV Withdrawal of Party/Termination of Agreement.

IX. Liability and Indemnification

For purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, §466), the employees and officers of a Providing Party are deemed to be employees (as defined in Minnesota Statutes, §466.01, Subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Providing Party against any claims brought or actions filed against the Providing Party or any officer, employee, or volunteer of the Providing Party for injury to, death of, or damage to the property of any third person or persons,

arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify the Providing Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

Neither Party to this Agreement or any officer of any Party shall be liable to the other Party or to any other person for failure of any Party to furnish Assistance to the other Party, or for recalling Assistance, both as described in this Agreement.

Nothing in this Agreement is intended to prevent or hinder the pursuit of applicable State or federal benefits to personnel who respond or render Assistance pursuant to an Emergency request and sustain injury or death in the course of, and arising out of, their employment and response or Assistance under this Agreement.

Providing Party shall not be responsible for any injuries, damages or losses arising from the acts or omissions of personnel of the Requesting Party and its officers, employees, agents and assigns.

X. General Compliance

Both Parties agree to comply with all applicable federal, State and local laws and regulations governing any services provided under this Agreement.

XI. Accounting Standards and Retention of Records

A.) Accounting – Both Parties agree to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices and as required by FEMA to properly account for expenses incurred under this Agreement.

B.) Retention of Records - Both Parties will retain all records pertinent to expenditures incurred under this Agreement as required by the applicable records retention schedule.

XII. Data Practices

Both Parties agree to comply with the Minnesota Government Data Practices Act and all other applicable State and federal laws relating to data privacy or confidentiality. Each Party must immediately report to other Party any requests from third parties for information relating to activities performed pursuant to this Agreement. Each Party agrees to promptly respond to inquiries from the other Party concerning data requests. Each Party agrees to hold the other Party, their officers and employees harmless from any claims resulting from unlawful disclosure or use of data protected under state and federal laws by the disclosing Party.

XIII. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Agreement and any litigation which may arise under this Agreement.

XIV. Non-Discrimination

All Parties agree to comply with the provisions of all applicable federal and State statutes and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes §181.59 and §363A.

XV. Withdrawal of Party/Termination of Agreement

A.) *Without Cause*. Either Party may withdraw from this Agreement without cause upon thirty (30) days written notice to the designated recipients for the other Party. If withdrawal is without cause, the other Party shall pay the withdrawing Party all reimbursements and payments to which it is entitled under this Agreement, to the date of withdrawal. Any withdrawing Party must also pay all obligations owed to any other Party under this Agreement, to the date of withdrawal.

B.) *For Cause*. A Party may terminate this Agreement if another Party fails to perform in accordance with the provisions of this the Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement. The non-defaulting Party shall have the right to terminate this Agreement, if the default has not been cured after ten (10) days written notice has been provided.

C.) This Agreement shall terminate upon expiration of the Term or by mutual written agreement of both Parties in the form of a resolution by the Party's governing body.

XVI. Severability

Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

FOR THE CITY OF SAINT PAUL

Approved _____
Todd Axtell, Chief of Police

Approved _____
Melvin Carter, Mayor

Approved _____
John McCarthy, Director of Financial Services

Approved _____
Judy Hanson, Assistant City Attorney

Designee for purposes of receipt of Notice:

Title: Deputy Chief of Police, Community Engagement Division
Address: 367 Grove Street, Saint Paul Minnesota 55101

FOR THE CITY OF INVER GROVE HEIGHTS

Approved _____
Melissa Chiodo, Inver Grove Heights Police Chief

Approved _____
Thomas Bartholomew, Mayor

Attested _____
Rebecca Kiernan, City Clerk

Approved _____
Bridget McCauley Nason, City Attorney

Designee for purposes of receipt of Notice:

Title: Chief Melissa Chiodo, Inver Grove Heights Police Department
Address: 8150 Barbara Avenue, Inver Grove Heights MN 55077

**Request for Council Action**

TITLE: Consider Approval of Contract with Kimley-Horn for Construction Management and Award Bid for the Veterans Memorial Community Center Parking Lot Reconstruction Project – City Project 2020-05.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jon Oyanagi	Budget amendment requested	
Prepared by:	Jon Oyanagi	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to award the bid to Max Steininger, Inc. in the amount of \$205,694.50 following the plans and specifications developed by Kimley Horn and Associates to reconstruct the Veterans Memorial Community Center (VMCC) parking lot (in front of the aquatic and fitness center along Barbara Ave.). Additionally, the Council is asked to establish a project budget of \$300,000.00 which includes engineering, construction, contingency, and project management. The project is funded by the Pavement Management Fund (Fund 440).

The Council is also asked to contract with Kimley-Horn to provide Construction Phase Services, Construction Staking, and Construction Materials Testing in the amount up to \$20,700. Kimley-Horn prepared the plans and specifications for a contract total of \$27,400.

SUMMARY:

The VMCC parking lot in front of the aquatic and fitness center is in need of reconstruction. On May 11, 2020, the Council approved hiring Kimley Horn and Associates to prepare plans and specifications. On January 11, 2021, the Council approved plans and specifications and authorized advertisement for bids. On February 12, 2021, 14 bids were opened. The project includes removal of the bituminous surface, replacement and compaction of subgrade, spot replacement of curb and gutter, and new pavement. The tentative project schedule is as follows:

Action	Date
Bid Opening	February 12, 2021
Accept Bids/Award Contract	March 8, 2021
Construction	April 2021 to May 2021

The overall project costs are:

Kimley Horn and Associates	\$48,100.00
Low Bid – Max Steininger, Inc.	\$205,694.50
Construction Contingency	\$20,569.45
Legal, Engineering, Administrative, Finance	\$25,636.05
Total	\$300,000.00



February 15, 2021

Mr. Jon Oyanagi
Interim Park and Recreation Director City of Inver Grove Heights
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Summary of Bids
CP 2020-05, 2021 Parking Lot Rehabilitation, Veterans Memorial Community Center

Dear Mr. Oyanagi:

At 10:00 a.m. on Friday, February 12, 2021 bids were received and opened for the above-referenced project. The bidding documents included a base bid for the above referenced project and no bid alternates. Bids were received from fourteen (14) contractors with the bid amounts as follows:

Contractor	Total Base Bid
Max Steininger, Inc.	\$ 205,694.50
McNamara Contracting	\$ 208,343.50
New Look Contracting, Inc.	\$ 231,372.50
Northwest Asphalt	\$ 231,853.50
Bituminous Roadways, Inc.	\$ 234,722.00
Sunram Construction, Inc.	\$ 242,023.00
Park Construction Company	\$ 244,845.54
Minnesota Roadways Company	\$ 246,077.00
Pember Companies	\$ 252,592.70
Frattalone Companies	\$ 260,632.65
Molnau Trucking llc	\$ 263,574.26
Northland Grading & Excavating	\$ 265,890.70
Pine Bend Paving	\$ 276,038.52
Meyer Contracting Inc.	\$ 285,150.86

**All bid amounts shown on this letter and the attached bid tabulation are the corrected bid amounts. Errors were found in the bids for Molnau Trucking LLC and New Look Contracting, Inc that do not change the low bidder for the project.*

kimley-horn.com

767 Eustis Street, Suite 100, St. Paul, MN 55114

651 645 4197



All bids were submitted with proper guarantees in the amount of five percent (5%) of the total bid as required by the Project Manual.

After tabulation of bids, Max Steininger, Inc. is the apparent low bidder with a total bid amount of \$205,694.50. The apparent low bid of \$205,694.50 is 24% less than the engineer's estimate of \$270,206.

Sincerely,

Kimley-Horn and Associates, Inc.

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

Luke Moren, P.E. Project Manager

Enclosure: Bid Tabulation

**Request for Council Action****TITLE: Amendment to Payment of Accrued Leave Pursuant to Terms of Separation Agreement**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	x
Item Type:	Consent-Administration	Amount included in current budget	
Contact:	Amy Hove, Finance Director	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	
Reviewed by:	Amy Hove, Janet Shefchik, Bridget Nason	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The City of Inver Grove Heights entered into a Transition and Separation Agreement, Waiver and Release (Separation Agreement) with former City Administrator Joe Lynch on December 31, 2020. Section 2(A)(i) of the Separation Agreement requires that within one week after Employee's Last Day of Employment, the City shall pay to Employee all of Employee's accumulated unused Annual Leave (none of it shall be placed into Employee's Health Savings Account) in a lump sum payment, less applicable withholdings. However, under the City's existing Health Care Savings Plans Contract with the Minnesota State Retirement System (MSRS), all of Mr. Lynch's accumulated, unused personal leave must be placed into his Health Care Savings Plan; his accumulated, unused vacation leave must be paid to him in a lump sum (cash) payment, less applicable withholdings. Because the terms of the City's existing contract with MSRS require that Mr. Lynch's accumulated, unused personal leave must be placed into his Health Care Savings Plan, all of his accumulated unused leave cannot be paid to him in a lump sum. Council is asked to approve payment of Mr. Lynch's accumulated unused Personal leave into his Health Care Savings Plan. Mr. Lynch's accumulated unused vacation leave will continue to be paid to him in a lump sum (cash) payment per the terms of the Separation Agreement. Mr. Lynch is aware of this requirement, and has signed a waiver on file with the City authorizing the City to make payment of his unused accrued leave balances and identified herein, with an extension of time to make these payments until March 15, 2021.

SUMMARY:

Council is asked to approve payment of all of Mr. Lynch's accumulated, unused personal leave into his existing Health Care Savings Plan, with his accumulated, unused vacation leave paid to him in a lump sum (cash) payment by formally approving the attached amendment to the existing Separation Agreement between the City and Mr. Lynch.

AMENDMENT TO TRANSITION AND SEPARATION AGREEMENT, WAIVER AND RELEASE

This **Amendment to Transition and Separation Agreement, Waiver and Release** (hereinafter “Amendment”) is made and entered into this 8th day of March, 2021, by and between Joseph Lynch (hereinafter “Employee”) and the City of Inver Grove Heights (hereinafter “Employer” and/or the “City”)

WHEREAS, City and Employee entered into a Transition and Separation Agreement, Waiver and Release (the “Transition and Separation Agreement”) dated December 31, 2020; and

WHEREAS, Section 2(A)(i) of the Transition and Separation Agreement reads as follows:

- i. Within one week after Employee’s Last Day of Employment, the City shall pay to Employee all of Employee’s accumulated unused Annual Leave (none of it shall be placed into Employee’s Health Savings Account) in a lump sum payment, less applicable withholdings.

WHEREAS, pursuant to the terms of the City’s Health Care Savings Plan contract with the Minnesota State Retirement System, upon termination of Employee’s employment with the City, all of Employee’s accumulated, unused personal leave must be placed into his Health Care Savings Plan, and all of his accumulated unused vacation leave must be paid to him in a lump sum (cash) payment; and

WHEREAS, Employee has requested City to pay out his accumulated, unpaid personal leave be placed into his Health Care Savings Plan, and has executed a waiver of the requirement for the City to make payment of his accumulated unused leave to him within a week of Employee’s last day of employment; and

WHEREAS, Employer and Employee have agreed to amend the Transition and Separation Agreement by revising the provisions of Section 2(A)(i) to require the City to pay to Employee his accumulated unpaid personal leave by placing it into his Health Care Savings Plan pursuant to the City’s existing Health Care Savings Plan Contract and to pay to Employee his accumulated unpaid vacation leave in a lump sum (cash) payment as required by the Transition and Separation Agreement, and further agree that none of the other terms of the Transition and Separation Agreement shall be modified.

NOW THEREFORE, in consideration of the mutual promises and covenants established in this Amendment, the Parties agree as follows:

1. Section 2(A)(i) of the Transition and Separation Agreement shall be amended to require that the City pay to Employee, by March 15, 2021: 1) All of Employee’s accumulated unused personal leave, less applicable withholdings, by placing it into the Employee’s Health Care Savings Plan; and 2) All of Employee’s accumulated unused vacation leave in a lump sum (cash) payment, less applicable withholdings.

2. None of the other terms, conditions, or provisions of the Transition and Separation Agreement shall be modified.

EMPLOYEE

Joseph Lynch

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Joseph Lynch.

Notary Public

CITY OF INVER GROVE HEIGHTS

By: Thomas Bartholomew
Its: Mayor

By: Rebecca Kiernan
Its: City Clerk

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas Bartholomew and Rebecca Kiernan, the Mayor and City Clerk, respectively, of the City of Inver Grove Heights, a Minnesota municipal corporation, on behalf of the City of Inver Grove Heights.

Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Joseph Lynch.

Notary Public



Request for Council Action

TITLE: Approve 2021 Firefighter Wage Increases

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

PURPOSE/ACTION REQUESTED:

Staff requests formal approval of Firefighter wages for 2021, consistent with the previously approved budgetary increases.

The determination of Paid-on call firefighter wages is not part of the annual cost of living increase process for regular City staff. As a result, the increases they receive are not brought forth on an annual basis and are only done as determined by the department head and as consistent with the department budget.

Funds were included for increases to both the probationary and regular firefighter wages as part of the previously approved 2021 Fire Department budget.

Therefore, wages should be retroactively adjusted effective 1/1/21, to reflect an increase for Probationary fire fighters from \$11.50 per hour to \$13.00 per hour, and for Regular firefighters from \$13.50 to \$14.25 per hour.

Funds for these increases were included in the approved 2021 budget under Temporary Wages.

**Request for Council Action****Accept Proposal from Key Wells Drilling Company for Well Pump No. 4 Reconditioning**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Eric Kramer 651-450-2565	Budget amendment requested	
Prepared by:	Scott D. Thureen Public Works Director	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

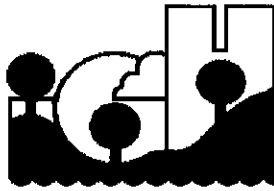
Accept Proposal from Key Wells Drilling Company for Well Pump No. 4 Reconditioning.

SUMMARY

The Utilities Division has received proposal for reconditioning the pump at Well No. 4. Mr. Kramer's attached memo provides the background information. I recommend approval of the proposal from Keys Wells Drilling Company with funding (estimated to be \$24,015) from the approved Water Utility Fund Budget (501.50.7100.512.40042).

SDT/kf

Attachments: Memo from Eric Kramer
Quotes



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen
FROM : Eric Kramer
SUBJECT : **2014 Well #4 Pump Reconditioning**
DATE : February 17, 2021

Attached are 2 proposals for the reconditioning of Well Pump # 4 located at 2800 70th Street East. Well # 4 was constructed in 1970 and is completed in the Jordan Sandstone formation. The well pump is a submersible type set at 360 feet below grade, this pump was last reconditioned in 2014. This is a scheduled maintenance and \$30,000.00 was budgeted for 2021.

As you are aware, the costs for this type of work can vary depending on the observed condition of the pump and piping once they are removed from the well.

I recommend awarding the work to Keys Well Drilling Company based on their proposed estimated price of \$ 24,015.00

Keys Well Drilling Company

Quotation

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

To: City of Inver Grove Heights
8168 Barbara Ave
Inver grove Heights, MN 55077

Date of Quotation Jan 29, 2021
Attention: Seth Gubash
Project: well pump #4
Location: 70th st, west of Cahill

We are pleased to quote you as follows:

Estimate to remove pump, inspect, repair, and reinstall well pump #4. 12" -7 stage bowl, 240' of 10" col and shaft with 200hp motor.

Labor:	Unit	Est Qty	Price	Total
Pull & Install Pump	LS	1	\$ 7,200.00	\$ 7,200.00
Shop time(sandblast, inspect, assemble, etc)	HR	20	\$ 100.00	\$ 2,000.00
				\$ 9,200.00
Materials: (if needed)				
10" x 10' T&C Column Pipe	EA	10	\$ 575.00	\$ 5,750.00
10" x 5' T&C Column Pipe	EA	1	\$ 475.00	\$ 475.00
*Brz Bowl Bearings	EA	8	\$ 250.00	\$ 2,000.00
*Brz Bowl Impeller Wear Rings	EA	7	\$ 325.00	\$ 2,275.00
*SS Bowl Shaft	EA	1	\$ 475.00	\$ 475.00
SS Head Shaft	EA	1	\$ 500.00	\$ 500.00
Brz Packing Box Bearing/Packing	EA	1	\$ 250.00	\$ 250.00
Rubber Lineshaft Bearings	EA	24	\$ 35.00	\$ 840.00
Motor Repair estimate -motor shop	EA	1	\$ 2,000.00	\$ 2,000.00
1" PVC Pipe	LS	1	\$ 250.00	\$ 250.00
				\$ 14,815.00

Total Estimated Cost **\$ 24,015.00**

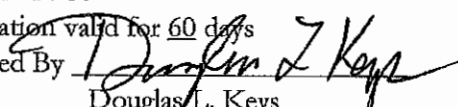
New Bowl Assembly Gould 12 CHC/6 stg \$9,600
*Deduct if replacing bowl assembly (\$4,750)

This is only an estimate. Final cost will be determined by actual quantities used.

Thank you for giving us the opportunity of quoting you. If you have any questions, please give me a call

Terms: N-30

Quotation valid for 60 days

Quoted By 
Douglas L. Keys

Accepted _____

Date _____



PO Box 547
Waite Park, MN 56387
320-251-5090
joet@trautcompanies.com

Quote - Well 4 - Pull pump, Repair, & Reinstall

DATE: 2/2/2021
NAME: City of Inver Grove Heights
ADDRESS: 8168 Barbara Ave
Inver Grove Heights
ATTN: Seth Gubash

PHONE #
FAX #
JOB # 30-0000

LABOR Description Pump Repair
Mobilization & Demobilization
Pull Pump
Clean & Disassemble Pump
Remobilize & Demobilize
Reinstall Pump & Hook to System

MATERIALS 10" x 10" T&C Column Pipe
10" x 5' T&C Column Pipe
Bowl Bearing Brz.
Bowl Impeller Wear Rings Brz.
Bowl Shaft SS
Head Shaft SS
Packing box Bearing Brz. / Packing
Rubber Lineshaft Bearing
200hp Motor repair (Estimated)
1" PVC sound tube
Misc Supplies

Unit	Unit Price	Quantity	Totals
LS	\$ 950.00	1	\$ 950.00
LS	\$ 4,000.00	1	\$ 4,000.00
HR	\$ 95.00	20	\$ 1,900.00
LS	\$ 950.00	1	\$ 950.00
LS	\$ 4,000.00	1	\$ 4,000.00
EACH	\$ 850.00	10	\$ 8,500.00
EACH	\$ 475.00	1	\$ 475.00
EACH	\$ 175.00	8	\$ 1,400.00
EACH	\$ 375.00	7	\$ 2,625.00
EACH	\$ 475.00	1	\$ 475.00
EACH	\$ 525.00	1	\$ 525.00
EACH	\$ 250.00	1	\$ 250.00
EACH	\$ 30.00	24	\$ 720.00
EACH	\$ 2,100.00	1	\$ 2,100.00
LS	\$ 480.00	1	\$ 480.00
LS	\$ 250.00	1	\$ 250.00

TOTAL MATERIALS	\$ 17,800.00
TOTAL LABOR	\$ 11,800.00
INCOMING FREIGHT	est.
TOTAL	\$ 29,600.00

Option: Video: \$1400.00
Option: New Pump: Gould 12CHC - 6 stage: \$12,600.00
Deduct if replacing bowl assembly - (\$4500.00)

Quoted by: Joe Traut

**Request for Council Action****Consider Resolution Accepting Quote from Goodpointe Technology to Conduct 2021 Pavement Ratings**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
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:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other	Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting quote from Goodpointe Technology to conduct 2021 Pavement Ratings.

SUMMARY

Staff requested a quote from Goodpointe Technology in order to conduct pavement ratings on streets, parking lots and trails in the City of Inver Grove Heights. The City has been using Goodpointe Technology's services utilizing ICON software to rate our streets since 2001. Goodpointe's services and technology has worked well over the years; therefore, staff would like to continue using ICON software.

The annual ratings help track the condition of bituminous pavements and predicts pavement life cycles and deterioration. The City uses the ratings along with other geotechnical data to select candidates for various pavement projects ranging from mill and overlays to partial and full reconstruction projects.

Approximately one-third of the existing streets are inspected annually. The ratings are used to determine which City streets, parking lots, and trails need improvements. The quote, dated February 23, 2021, is for street, parking lot, and trail ratings this year in an amount of \$18,746.50.

Staff recommends that the City Council adopt the resolution accepting the quote and hiring Goodpointe Technology in the amount of \$18,746.50 for the 2021 pavement ratings using ICON software. Staff has budgeted for this project using Pavement Management Funds.

NH/kf

Attachment: Resolution

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

**RESOLUTION AUTHORIZING AND ACCEPTING QUOTE AND HIRING CONTRACTOR FOR
2021 PAVEMENT RATINGS**

RESOLUTION NO. 2021-58

WHEREAS, pursuant to a request for a quote from Goodpointe Technology, a quote was received in the amount of \$18,746.50; and

WHEREAS, Goodpointe Technology has been conducting pavement ratings in the City of Inver Grove Heights since 2001. The ratings include some streets, parking lots, and trails using ICON software; and

WHEREAS, the City has rated one-third of its streets, as well as trails and parking lots on a rotating basis to track the pavement condition.

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the quote from Goodpointe Technology for 2021 pavement ratings in the amount of \$18,746.50 for pavement ratings on some streets, parking lots and trails in the City of Inver Grove Heights, and that the quote shall be funded through the Pavement Management Program.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 8th day of March 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 14, Block 3, Foresthaven (5966 Blackberry Trl)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 08, 2021	None	X
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:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 14, Block 3, Foresthaven (5966 Blackberry Trl).

SUMMARY

The owners of 5966 Blackberry Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Michael and Alison Ross, have provided the required Grading and Erosion control plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site grading. A building permit will be applied for and a \$10,000 LOC or cash surety has been provided.

The owners have also executed a Storm Water Facilities Maintenance Agreement for an rain barrel system to be constructed on the lot. In addition, they will be providing a drainage and utility easement over the nearby regional basin.

It is recommended the City approve the Custom Grading Agreement, Storm Water Facilities Maintenance Agreement, and Permanent Drainage Utility Stormwater Ponding Easement relating to Lot 14, Block 3, Foresthaven.

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement
Permanent Drainage, Utility, and Stormwater Ponding Easement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
LOT 14, BLOCK 3, FOREST HAVEN,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 8th day of March, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Michael Ross and Alison Ross, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Michael Ross and Alison Ross, husband and wife, and their successors and assigns.

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

Any existing or future drainage swales, infiltration areas, catch basins, inlets, downspouts, rain barrels and related storm water appurtenances lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain set of Construction Plans for Site, Grading, Drainage, Erosion Control and Utilities (C000, C100, C200, C201, C202, C300, C400 & C900) dated February 9, 2021, prepared by Solution Blue and approved by the City Engineer on February 11, 2021. The Storm Water Facility Plan is attached hereto as **Exhibit B**.

Storm Water Facility Plan includes the Operations & Maintenance Plan for 250 Gallon Rain Barrel prepared by Solution Blue and approved by the City Engineer attached hereto as **Exhibit C**. The Storm Water Facility Plan is on file with the City.

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

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

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

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve plans for construction of an addition to the existing home on the Landowner Property.

Recital No. 3. The City is willing to approve the construction plans for the home addition, if, among other conditions imposed by the City, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, if needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to December 31, 2021, or prior to building permit, whichever occurs first, Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City.

The Storm Water Facilities shall be completed by December 31, 2021; however, the City Engineer may extend the completion date by subsequent written action of the City Engineer.

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

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the NWA Stormwater Manual (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Operations & Maintenance Plan attached as **Exhibit C** shows how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested. The Storm Water Facilities shall be designed to accommodate a 100-year storm event per City requirements. The Storm Water Facilities shall be designed and constructed using Dakota County LID standards.
 - iv.) The Operations & Maintenance Plan shall contain the following information:
 - Detailed inspection requirements;
 - Inspection and maintenance schedules;
 - Contact information for the Responsible Owner;
 - As built plans of the Storm Water Facilities;

- The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those

tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

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

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or vegetative cover and landscaping

exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions imposed by the City in the Custom Grading Agreement between the City and Landowner dated March 8, 2021, are satisfied, the Council will approve the Development Plans as referenced in the Custom Grading Agreement.

ARTICLE 6 **MISCELLANEOUS**

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

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

If to City:

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

If to Landowner:

Michael Ross and Alison Ross
5966 Blackberry Trail
Inver Grove Heights, MN 55076

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of March, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Michael Ross

Michael Ross

Alison Ross

Alison Ross

STATE OF MINNESOTA)

)

ss.

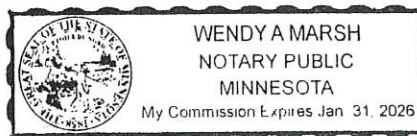
COUNTY OF ~~DAKOTA~~)

SCOTT

The foregoing instrument was acknowledged before me this 19th day of ~~March~~ Feb, 2021, by Michael Ross and Alison Ross, husband and wife.

Wendy A. Marsh

Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 14, Block 3, Foresthaven, Dakota County, Minnesota.

EXHIBIT B

STORM WATER FACILITY PLAN

CONSTRUCTION PLANS

FOR
SITE, GRADING, DRAINAGE, EROSION CONTROL,
AND UTILITIES

FOR
**PRIVATE RESIDENCE
HOME ADDITION
INVER GROVE HEIGHTS, MN**



Sheet List Table	
Sheet Number	Sheet Title
C000	CIVIL COVER SHEET
C100	EXISTING CONDITIONS & REMOVALS PLAN
C200	EROSION & SEDIMENT CONTROL - PHASE I
C301	EROSION & SEDIMENT CONTROL PLAN - PHASE II
C202	EROSION & SEDIMENT CONTROL DETAILS
C300	CIVIL SITE PLAN
C400	GRADING & DRAINAGE PLAN
C500	DETAILS

GENERAL SITE INFORMATION

1. ALL EROSION & SEDIMENT CONTROL MEASURES SHALL BE DESIGNED WITHIN THE CONSTRUCTION LIMITS OF DESIGNATED EROSION AREAS.
2. ALL CONTROL OF EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DESIGNED, INSTALLED AND MAINTAINED BY THE CONTRACTOR. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE EROSION & SEDIMENT CONTROL PLAN AND STORMWATER POLLUTION MANAGEMENT PLAN (SWPPP) FOR THE PROJECT. SEE EROSION & SEDIMENT CONTROL PLAN SHEETS AND NOTES FOR ADDITIONAL INFORMATION.
3. ALL PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS INSIDE THE CONSTRUCTION LIMITS SHALL REMAIN OPEN FOR THE DURATION OF CONSTRUCTION.
4. EXISTING TOPOGRAPHIC SURVEY RECORDS BASED ON A SITE SURVEY PERFORMED BY A LICENSED SURVEYOR SHALL BE USED FOR ALL SITE SURVEY INFORMATION.

GENERAL EROSION CONTROL

1. THE CONTRACTOR SHALL MAINTAIN DISTURBANCE OF TREES/SHRUBS NOT MARKED FOR REMOVAL, INCLUDING MAINTAINING DISTURBANCE OF SOIL WITHIN THE TREE PROTECTION ZONE. CONTRACTOR SHALL NOT EXPOSE MATERIAL INSIDE THE TREE PROTECTION ZONE.
2. CONTRACTOR SHALL PROTECT ALL STRUCTURE AND UTILITIES NOT BEING MAINTAINED FOR REMOVAL.
3. CONTRACTOR SHALL COORDINATE ALL DEMOLITION OF UNDERGROUND UTILITY WORK WITH OWNER.
4. ALL CONCRETE OR MASONRY SHALL BE BACKFILLED WITH BURNING OF DEBRIS ON SITE. SHALL NOT BE ALLOWED.

SUBSURFACE UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THE DRAWING CONCERNING TYPE AND LOCATION OF UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL 1.
THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF CHANCE 30-20 BOTTLED "STANDARD GUIDELINES FOR THE COLLECTION AND DETECTION OF EXISTING SUBSURFACE UTILITY DATA".

PROJECT LOCATION



PROJECT CONTACTS

PROJECT MANAGER: DANIEL JOHNSON
320 COMMERCE
400 W 7TH ST #100
MINNEAPOLIS, MN 55401
(612) 338-1000

CIVIL ENGINEER: DANIEL JOHNSON, PE
320 COMMERCE, INC.
400 W 7TH ST #100
MINNEAPOLIS, MN 55401
(612) 338-1000



PRIVATE RESIDENCE
5306 BLACKBERRY TR, INVER GROVE HEIGHTS, MN
JDR COMPANIES
4550 W 77TH ST, MINNEAPOLIS, MN

DESIGNED BY: DANIEL JOHNSON
PROJECT NO.: 2024-0001
DATE: 01/15/2024

REVISIONS
NO. DESCRIPTION
1.00
2.00
3.00
4.00
5.00
6.00
7.00
8.00
9.00
10.00

CERTIFICATION
I, DANIEL JOHNSON, PE, CERTIFY THAT THE PLAN
SUBMITTED FOR REVIEW AND APPROVAL BY THE
MINNESOTA BOARD OF PROFESSIONAL ENGINEERS
IS A TRUE AND CORRECT REPRESENTATION OF
THE WORK DONE BY ME OR UNDER MY CLOSE
SUPERVISION AND IN ACCORDANCE WITH THE
MINNESOTA ENGINEERING ACT.

SIGNATURE: [Signature]
DATE: 01/15/2024
MIN. REG. NO.: 1000000000000000

CIVIL COVER SHEET

PROJECT NO.: 2024-0001
SHEET NO.: C000

BENCHMARKS (BM)

BM 1: 100.00' (4.27m) (100.00' ± 0.01')
BM 2: 100.00' (4.27m) (100.00' ± 0.01')

[illegible]

[illegible]

LEGEND

PROPOSED	EXISTING
PROPERTY LINE	PROPERTY LINE
LIMIT OF CONSTRUCTION	LIMIT OF CONSTRUCTION
BOUNDARY	BOUNDARY
TOPOLANDS BREEZING CONTOUR	TOPOLANDS BREEZING CONTOUR
TOPOLANDS CONTOUR	TOPOLANDS CONTOUR
GRASS & BUILT	GRASS & BUILT
STONE FENCE	STONE FENCE
CHUNKLE	CHUNKLE
SHRUB	SHRUB
WETLAND	WETLAND
ADJ. BOUNDARY	ADJ. BOUNDARY
PLANNED AND EXISTING INLET	PLANNED AND EXISTING INLET
INLET	INLET
CONSTRUCTION ENTRANCE	CONSTRUCTION ENTRANCE
EROSION CONTROL BLANKET	EROSION CONTROL BLANKET
PILOT PROTECTION	PILOT PROTECTION
OUTLET OUT GATE	OUTLET OUT GATE
OUTLET INLET	OUTLET INLET
DIRECTION OF OVERLAND FLOW	DIRECTION OF OVERLAND FLOW
WETLAND	WETLAND

PHASE 2 EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
ELT FENCE	LINEAR FEET	12 ADDITIONAL
EROSION CONTROL BLANKET	SQUARE FEET	120
CONSTRUCTION ROAD ENTRANCE	EACH	1 AS PHASE 1
INLET PROTECTION DEVICE	EACH	1 ADDITIONAL

REVISION HISTORY

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

CERTIFICATION

I, **JOHN J. HARRIS**, being duly sworn, depose and say that the above is a true and correct copy of the original as shown to me by the person who submitted it for filing, and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

JOHN J. HARRIS
 DATE: 10/10/2012 TIME: 10:00 AM
 EROSION & SEDIMENT CONTROL PLAN - PHASE 2

BENCHMARKS (RM)

DATE: 10/10/2012 TIME: 10:00 AM
 EROSION & SEDIMENT CONTROL PLAN - PHASE 2

REVISION HISTORY

NO.	DATE	DESCRIPTION
1		
2		
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PHASE 2 EROSION CONTROL MATERIALS QUANTITIES

ITEM	UNIT	QUANTITY
ELT FENCE	LINEAR FEET	12 ADDITIONAL
EROSION CONTROL BLANKET	SQUARE FEET	120
CONSTRUCTION ROAD ENTRANCE	EACH	1 AS PHASE 1
INLET PROTECTION DEVICE	EACH	1 ADDITIONAL

REVISION HISTORY

NO.	DATE	DESCRIPTION
1		
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CERTIFICATION

I, **JOHN J. HARRIS**, being duly sworn, depose and say that the above is a true and correct copy of the original as shown to me by the person who submitted it for filing, and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

JOHN J. HARRIS
 DATE: 10/10/2012 TIME: 10:00 AM
 EROSION & SEDIMENT CONTROL PLAN - PHASE 2

BENCHMARKS (RM)

DATE: 10/10/2012 TIME: 10:00 AM
 EROSION & SEDIMENT CONTROL PLAN - PHASE 2

EXHIBIT B (CONTINUED)
STORM WATER FACILITY PLAN



 SOLUTIONS
Environmental • Engineering • Construction
 5508 BLACKBERRY TR., INVER GROVE HEIGHTS, MN 55069
 TEL: 612-891-1000 FAX: 612-891-1001 WWW.BLUE-SOLUTIONS.COM

PRIVATE RESIDENCE
 5508 BLACKBERRY TR., INVER GROVE HEIGHTS, MN 55069
 JDR COMPANIES
 4550 W. 77TH ST., MINNEAPOLIS, MN 55431

PLANSHEET	
DESIGNED BY: DRW/MAL	DRAWN BY:
CHECKED BY: PMS/KAC	DATE: 01/14/2011
FINAL ISSUE 2011	

REVISION HISTORY	
NO.	DESCRIPTION

CERTIFICATION
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS AND NOTATIONS, PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT ON A DATE APPROVED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

 SIGNATURE: _____
 DATE: 02/08/2011 FILE NO.: 54008

EROSION & SEDIMENT CONTROL DETAILS
 TOWNSHIPS PROJECT NO. 2008

C202

LEGEND

PROPERTY LINE	PROPOSED	EXISTING
EASEMENT	---	---
BUILDING	---	---
PAVING	---	---
CONCRETE PAVING	---	---

SITE DATA

LOT AREA	10,000.00
BUILDING AREA	2,000.00
PAVING AREA	1,000.00
CONCRETE PAVING AREA	500.00

SECTION HISTORY

NO.	DATE	DESCRIPTION
1	10/1/2020	PRELIMINARY
2	10/1/2020	REVISED
3	10/1/2020	REVISED
4	10/1/2020	REVISED
5	10/1/2020	REVISED
6	10/1/2020	REVISED
7	10/1/2020	REVISED
8	10/1/2020	REVISED
9	10/1/2020	REVISED
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92	10/1/2020	REVISED
93	10/1/2020	REVISED
94	10/1/2020	REVISED
95	10/1/2020	REVISED

EXHIBIT B (CONTINUED) **STORM WATER FACILITY PLAN**

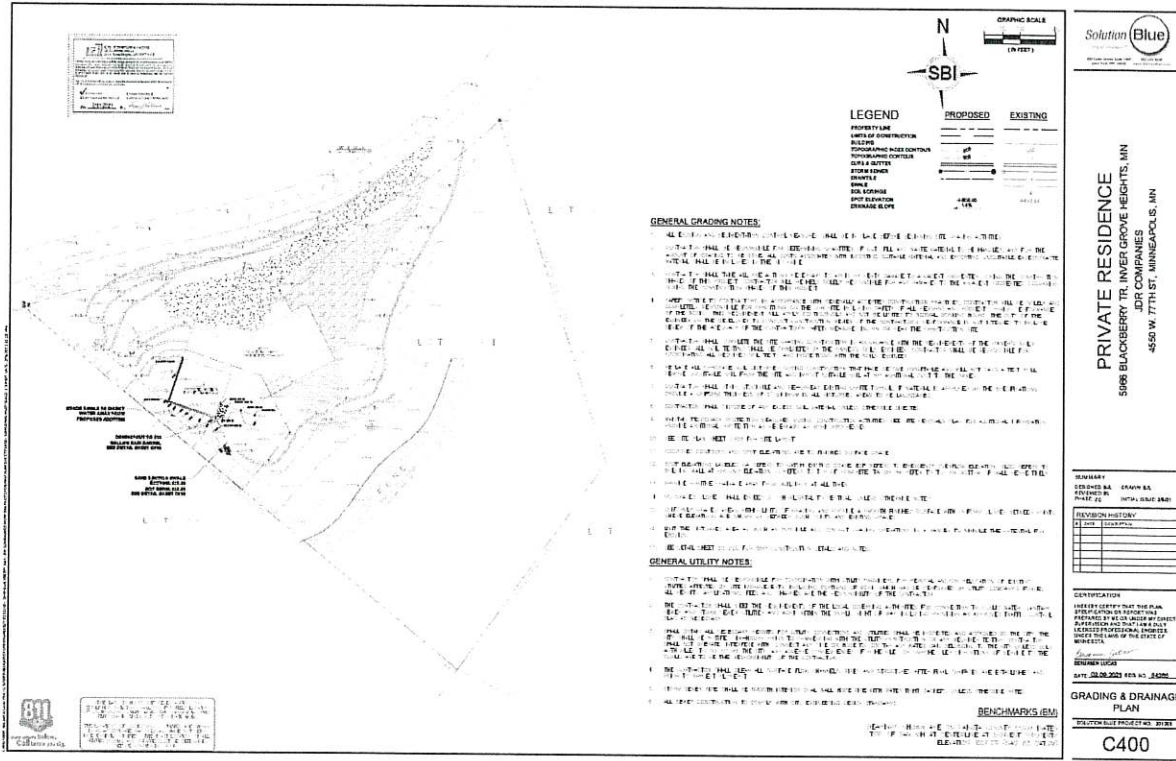


EXHIBIT B (CONTINUED) **STORM WATER FACILITY PLAN**

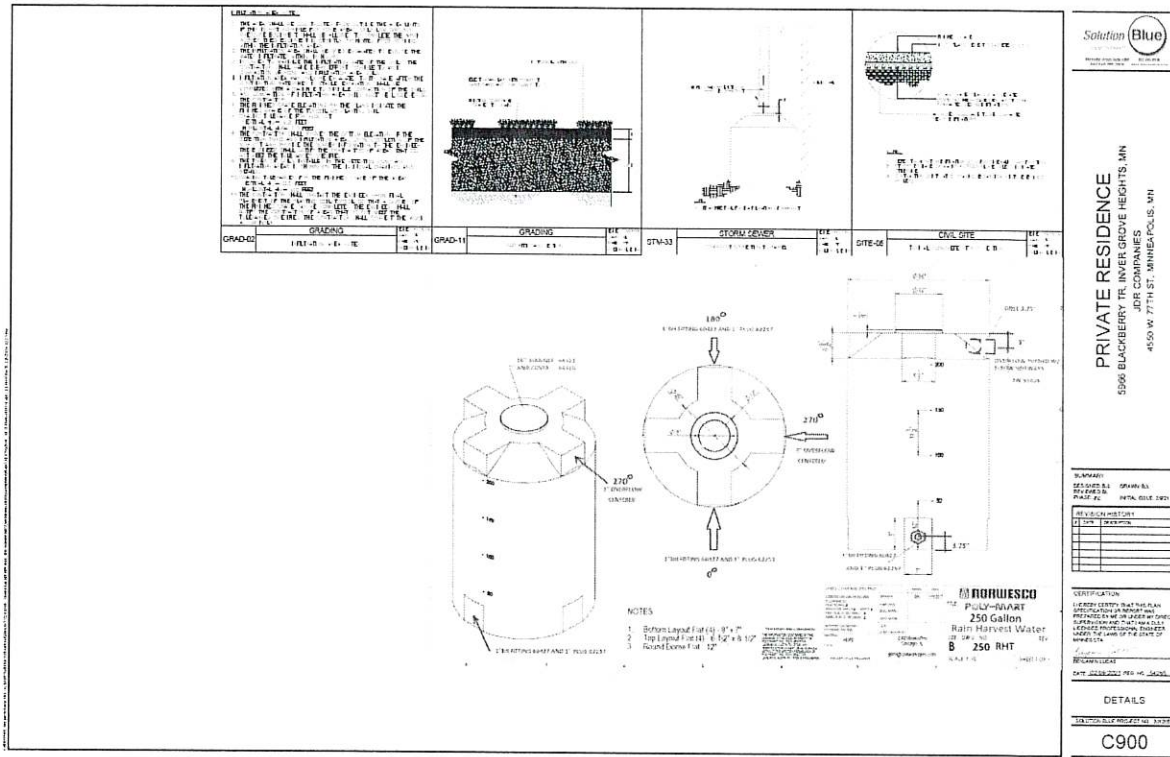


EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

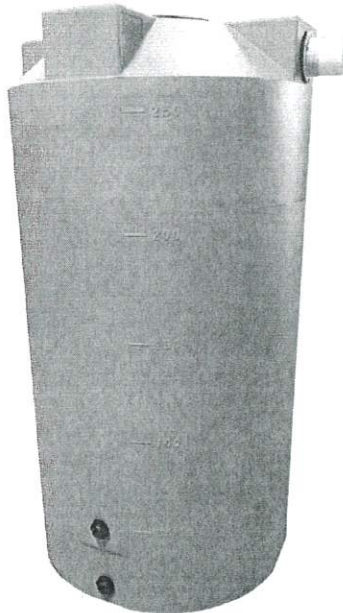
Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Landowner
2. Sediment, trash and debris removal swales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

EXHIBIT C (CONTINUED)
OPERATIONS & MAINTENANCE PLAN

**Stormwater Best Management Practice
Operations and Maintenance Plan
For 5966 Blackberry Trail, Inver Grove Heights, MN**

Site BMP:

250 Gallon Rain Barrel



1. Rain Barrel Overview
2. Rain Barrel Maintenance
3. Location Map
4. Self-Inspection and Maintenance Record

EXHIBIT C (CONTINUED)

OPERATIONS & MAINTENANCE PLAN

1) Rain Barrel Overview



What is a rain barrel?

A rain barrel collects stormwater from your roof downspouts. This water should be used only for non-potable purposes. Rain barrels come in a variety of sizes, but a 55-gallon container is the most common. Rain barrels can be added to any building with gutters and downspouts, but are most often used on single-family homes and townhomes.

A rain barrel needs regular maintenance, particularly:

- Draining water before every storm
- Removing leaves and debris

Why is it important to maintain your rain barrel?

An unmaintained rain barrel may:

- Overflow and cause erosion near the foundation
- Become clogged and block stormwater from entering the rain barrel
- Become a breeding place for insects
- Cause damage in the winter if not disconnected

Problem solving . . .

Overflowing

POSSIBLE CAUSE: Rain barrel was full before rain event or is too small for roof area.

SOLUTION: Empty the rain barrel between storm events. Connect a soaker hose to the outlet so the water can release slowly to your garden or yard area. Install additional barrels if more than one is needed for your roof area.

Cracks or damage

POSSIBLE CAUSE: The rain barrel contained water and temperatures dropped below freezing.

SOLUTION: Make sure you empty your rain barrel prior to winter. Repair damage as needed.

Unstable

POSSIBLE CAUSE: Foundation has shifted.

SOLUTION: Level the foundation and barrel.

EXHIBIT C (CONTINUED)
OPERATIONS & MAINTENANCE PLAN

2) Rain Barrel Maintenance

You can prolong the life of your rain barrel and save money on maintenance costs by regularly inspecting and maintaining the rain barrel to ensure it is functioning properly.

Maintenance you can perform:

As needed:

- ✓ Check the entire system to ensure the barrel is functioning properly.
- ✓ Regularly use water collected in your rain barrel between rain events to make sure there is room to collect stormwater during the next storm.
- ✓ Place gutter guards and/or screens on top of roof downspouts and on top of the barrel to keep leaves and debris from entering the rain barrel.
- ✓ Remove leaves and other debris from the screen at the top of the barrel, the overflow pipe, and the roof gutter.

Seasonally:

- ✓ Disconnect the rain barrel during the winter to avoid damage. Disconnect it from the downspouts, empty the barrel, wash it out, and store it upside down in a protected location.
- ✓ Open the rain barrel spigot if you expect to be away for an extended period of time; make sure it will drain away from your foundation.
- ✓ Clean the barrel using a non-toxic substance to remove residue or algae.
- ✓ Clean out downspouts and roof gutters for the most effective mosquito control. However, if you find mosquitoes in your rain barrel, you may use a mosquito-control product such as Mosquito Dunk (follow manufacturers' instructions).

Avoid:

- ✗ Don't leave water in your rain barrel for long periods of time.
- ✗ Don't drink the water in your rain barrel or use the water inside your home or for your pets.
- ✗ Don't let children play in or around a rain barrel.
- ✗ Don't spray the water directly on vegetables or leaves, as the stormwater may contain bacteria.
- ✗ Don't let the barrel foundation become unlevel or unstable. A full 55-gallon barrel weighs 450 pounds and can tip over on an unstable surface.
- ✗ Don't forget to reconnect your rain barrel every year after the threat of frost has passed.

Recommended maintenance checklist

- ☐ *Seasonal Preparation*
April and November
- ☐ *Leaf and Debris Removal*
April through November
- ☐ *Water Drainage*
April through November
- ☐ *Monitoring*
April through November

EXHIBIT C (CONTINUED)
OPERATIONS & MAINTENANCE PLAN

3) Location Map

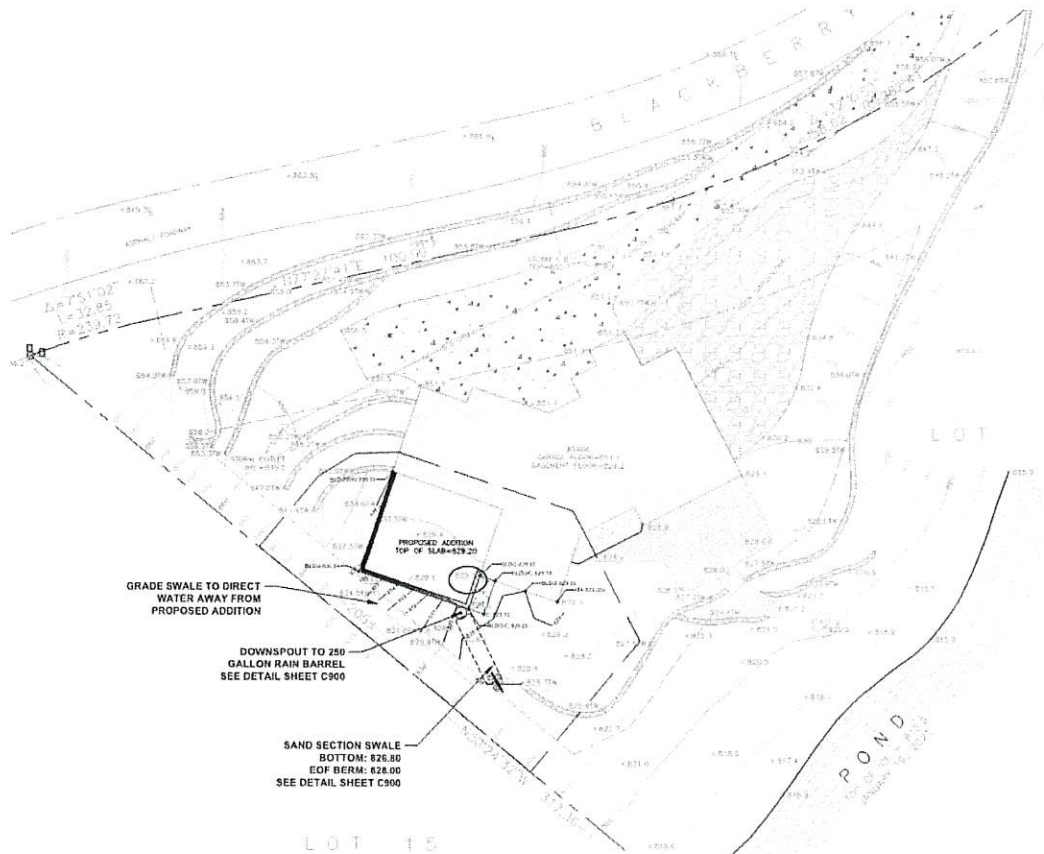


EXHIBIT C (CONTINUED)
OPERATIONS & MAINTENANCE PLAN

4) Property Owner Self-Inspection Report

BMP ID	Rain Barrel	Location	Southwest corner of house
Owner			
Inspection Date		Inspector	
Device	Rain Barrel		
Component/Location	Comments and Observations		
1) Contributing Areas	<u>Home Addition Gutters:</u>		
2) Erosion	<u>Condition of grass swale down slope:</u>		
3) Structural Components	<u>Screened Inlet from Gutters:</u> <u>Screened Overflow Orifice:</u> <u>Soaker Hose and Garden Hose Attachment Nozzles:</u>		
4) Vegetation	<u>Grassed Swale:</u>		
5) Surface/Pipe Overflows	<u>Swale overflow at retaining walls:</u>		
6) Contributing Surface Drains, Inlets Manholes	<u>Rain Gutters:</u>		
7) Sedimentation	<u>Measured Depth in Barrel:</u> <u>Measured Barrel Volume:</u>		
Additional Inspection Comments (eg. clogged outlet pipe, damaged swale, etc.).			
Maintenance Required – Yes or No (circle one)		Immediate Maintenance Required – Yes or No (circle one)	
Maintenance Date		Maintenance Contractor	
Maintenance Comments			

Complete this self-inspection form for each site inspection, and return a copy annually to:

Tom Kaldunski, City Engineer,
City of Inver Grove Heights, Engineering Department
8168 Barbara Ave,
Inver Grove Heights, MN 55077

EXHIBIT D
ANNUAL INSPECTION FORM

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

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

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

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

CUSTOM GRADING AGREEMENT
FOR
LOT 14, BLOCK 3, FORESTHAVEN
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 14, BLOCK 3, FORESTHAVEN
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 8th day of March, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of an addition to the existing home on the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, stormwater management and associated vegetative cover and landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the Director of PWD.

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

ARTICLE 1
DEFINITIONS

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

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

corporation.

1.3 OWNER. "Owner" means Michael Ross and Alison Ross, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

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

1.5 CUSTOM GRADING AGREEMENT. "Custom Grading Agreement" means this instant contract by and between the City and Owner.

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

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

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

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

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

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

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

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 CITY WARRANTIES. “City Warranties” means that the City hereby warrants and

- B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

1.18 FORMAL NOTICE. "Formal Notice" means notices given by one party to the other

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

If to Owner: Michael and Alison Ross
5966 Blackberry Trail
Inver Grove Heights, MN 55076

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

1.19 PROPERTY. “Property” means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions and subject to the conditions and requirements set forth by the City Engineer, the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permit shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3

IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at their own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 GROUND MATERIAL. The Owner shall ensure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the Property shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property

resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Property or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings

shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

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

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per

year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

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

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the

completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10
ESCROW DEPOSIT

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2023.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and

inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and vegetative cover and landscaping on the Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the landscaping and vegetative cover has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. The City shall, at Owner's cost, record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in

full force and effect, even if the Owner sells the Property.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading 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 Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading 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 Custom Grading 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 Custom Grading 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.

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

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

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

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of March, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Michael Ross

Michael Ross

Alison Ross

Alison Ross

STATE OF MINNESOTA)

)

ss.

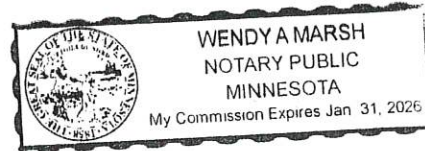
COUNTY OF ~~DAKOTA~~)

SCOTT - mn

The foregoing instrument was acknowledged before me this 19th day of Feb - mn ~~March~~, 2021, by Michael Ross and Alison Ross, husband and wife.

Wendy A Marsh

Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT 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 in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described as follows:

Lot 14, Block 3, Foresthaven, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Civil Cover Sheet (C000)	2-9-21	Solution Blue
Existing Conditions & Removals Plan (C100)	2-9-21	Solution Blue
Erosion & Sediment Control – Phase I (C200)	2-9-21	Solution Blue
Erosion & Sediment Control – Phase II (C201)	2-9-21	Solution Blue
Erosion & Sediment Control Details (C202)	2-9-21	Solution Blue
Civil Site Plan (C300)	2-9-21	Solution Blue
Grading & Drainage Plan (C400)	2-9-21	Solution Blue
Details (C900)	2-9-21	Solution Blue

The Development Plans were approved by the City Engineer on February 11, 2021.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-21, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to obtaining building permit or 12-31-21, whichever occurs first	Storm water facilities (including swales, catch basins, inlets, downspout to rain barrel & 250-gallon rain barrel)
<u> X </u>	Prior to certificate of occupancy	As-built
<u> X </u>	Prior to certificate of occupancy	Infiltration area vegetative cover and landscaping

PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 8th day of March, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Michael Ross and Alison Ross, husband and wife (hereinafter referred to as Landowner).

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (hereinafter “Landowner’s Property”)**.

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements, under, over, across, through and upon the following described premises (the “**Easement Area**”) situated within Dakota County, Minnesota, to-wit:

See the attached legal description on **Exhibit B**, incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and

maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Easement Area described on Exhibit B and have good right to grant and convey the permanent Easement herein to the City.

This Easement shall run with the Landowner's Property and shall inure to the benefit of the Landowner and the City and shall bind Landowner and the successors and assigns of Landowner and shall be binding upon the City and the successor's and assigns of the City. This Easement shall also be binding upon any right title or interest of the parties to the Landowner's Property acquired after the date of this Easement or acquired after the date of recording of this Easement.

This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of March, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Michael Ross
Michael Ross

Alison Ross
Alison Ross

STATE OF MINNESOTA)

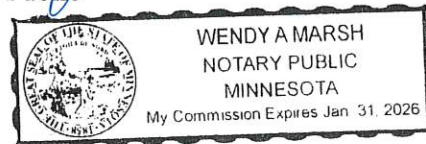
ss.

COUNTY OF ~~DAKOTA~~)

SCOTT - um

The foregoing instrument was acknowledged before me this 19th day of Feb - um ~~March~~, 2021, by Michael Ross and Alison Ross, husband and wife.

Wendy A. Marsh
Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 14, Block 3, Foresthaven, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection and stormwater improvements purposes over, under, through and across that part of the Landowner Property lying southeasterly of the following described line:

Commencing at the northwest corner of said Lot 14; thence along the southwest line of said Lot 14 on an assumed bearing of South 50° 55' 33" East, a distance of 147.45 feet to the point of beginning of the line to be described; thence North 81° 14' 07" East a distance of 30.28 feet; thence North 38° 25' 20" East a distance of 26.97 degrees; thence North 60° 53' 15" East a distance of 48.54 feet; thence North 04° 39' 07" East a distance of 34.97 feet; thence North 61° 28' 20" East a distance of 89.02 feet more or less to the easterly line of said Lot 14 and there terminating.

**Request for Council Action****Consider Resolution Seeking 2021 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2017-24 - T.H. 3 Intersection Improvements for the 65th Street Project**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 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:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

Consider resolution seeking 2021 Municipal State Aid System (MSAS) advancement of funding for City Project No. 2017-24 - T.H. 3 Intersection Improvements for the 65th Street Project.

SUMMARY

The City is eligible for Municipal State Aid funding on an annual basis. Seventy-five percent of the annual MSA allocation can be used for improvements to the City's MSA street system, the City's share of eligible costs on County State Aid Highway improvements, or City-initiated improvements to the State Trunk Highway system.

If funds are available in the state-wide account, MSA cities can request an advance of up to three times their annual MSA allocation or \$4.0 million, whichever is less. This item requests an advance of \$350,000 for right-of-way acquisition for City Project No. 2017-24.

Staff recommends Council adopt the resolution seeking 2021 Municipal State Aid System (MSAS) advancement of funding for City Project No. 2017-24 - T.H. 3 Intersection Improvements for the 65th Street Project.

TJK/kf

Attachment: Resolution

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

**RESOLUTION TO ADVANCE FUNDING FROM THE MUNICIPAL STATE AID STREET
CONSTRUCTION FUND**

RESOLUTION NO. 2021-59

WHEREAS, the municipality of Inver Grove Heights is planning to implement Municipal State Aid Street project(s) in 2021 which will require State Aid funds in excess of those available in its State Aid Construction Account; and

WHEREAS, said municipality is prepared to proceed with the acquisition of right-of-way of said project(s) using an advance Municipal State Aid Street fund to supplement the available funds in their State Aid Construction Account; and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of March 1, 2021	\$227,991.39
Less estimated disbursements:	
Project #178-010-011, City Project No. 2017-24	\$577,991.39
Total Estimated Disbursements	<u>\$577,991.39</u>
Advance Amount (amount in excess of acct balance)	<u>\$350,000.00</u>

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.14, Subd. 6 and Minnesota Rules, Chapter 8820.1500, Subp. 10b; and

WHEREAS, the municipality acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT: The Commissioner of Transportation be and is hereby requested to approve this advance for financing approved Municipal State Aid Street project(s) of the municipality of Inver Grove Heights in an amount up to \$350,000. I hereby authorize repayments from subsequent accruals to the Municipal State Aid Street Construction Account of said municipality from future year allocations until fully repaid.

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

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Consider a Resolution Ordering Feasibility Study and Accepting Engineering Services Proposals for City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
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:	Thomas Kaldunski, City Engineer	New FTE requested - N/A	
		Other	Water Utility Fund

PURPOSE/ACTION REQUESTED:

Consider a Resolution Ordering Feasibility Study and Accepting Engineering Services Proposals for City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1).

SUMMARY:

A feasibility study is recommended by staff to evaluate the extension of trunk watermain from 117th Street to Rich Valley Boulevard on an alignment west of Pine Bend Landfill to extend public water supply to support development proposals from Fortistar Renewable Natural Gas and Bituminous Roadways industrial properties. The extension of the trunk main would provide benefit to area properties and provide a suitable alignment to complete a trunk watermain loop in the future.

Staff requested and received two proposals from the consulting pool of engineering firms. Staff reviewed and compared their project approach, understanding of the scope of work, the expertise of their project team, and their knowledge of the City's engineering standards. Consultant proposals are as follows:

- Bolton & Menk, Inc. \$18,925
- Stantec Consulting Services Inc. \$19,964

Staff recommends passage of the resolution ordering feasibility study and accepting engineering services proposal from Bolton & Menk, Inc. in the amount of \$18,925 for City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1).

Attachments: Resolution
Map
Proposals

**DAKOTA COUNTY
INVER GROVE HEIGHTS, MINNESOTA**

**RESOLUTION ORDERING FEASIBILITY STUDY, ACCEPTING ENGINEERING SERVICES
PROPOSAL FROM BOLTON & MENK FOR CITY PROJECT NO. 2021-08**

RESOLUTION NO. 2021-60

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 improvement, pursuant to Minnesota Statutes, Section 429.011 to 429.111 (Laws 1953, Chapter 398, as amended) and Section 103B.201 and 103B.251 as follows:

<u>Project No.</u>	<u>Improvements</u>
2021-08	Southern Trunk Watermain Improvements (Phase 1)

WHEREAS, the City has requested and received an engineering services proposal from Bolton & Menk, Inc. in the amount of \$18,925; and

WHEREAS, A feasibility study is recommended by staff to evaluate the extension of trunk watermain from 117th Street to Rich Valley Boulevard on an alignment west of Pine Bend Landfill to extend public water supply to support development proposals, as a potential 2021 public improvement project, hereon be referred to as City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1).

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

1. The proposal from Bolton & Menk Inc. for complete a feasibility report for Project No. 2021-08, Southern Trunk Watermain Improvements (Phase 1) is accepted, and Bolton & Menk, along with the assistance of the Interim City Engineer/City Engineer, is hereby authorized to prepare the feasibility report, prepare preliminary design, cost estimates, benefits, preliminary assessment roll, and related professional engineering services for City Project No. 2021-08.
2. The City Attorney is hereby authorized to assist the City Engineer on this project and provide land acquisition services.
3. Feasibility report funding is provided through the Water Utility Fund.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of March 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 26, 2021

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: 117th Street Watermain Extension – Feasibility Report
Professional Services Proposal

Dear Mr. Kaldunski:

The City of Inver Grove Heights is seeking to analyze the feasibility of extending watermain to an unserved area north of 117th Street near the southern City limit. This analysis is being spurred by immediate water needs by adjacent parcels within the study area. Based on discussion with City staff, this analysis will be used in discussions with property owners to determine the most cost-effective means of providing water service that satisfies both the needs of the property owners as well as the City. A depiction of the proposed study area is enclosed as part of this proposal.

Background

Pine Bend Landfill

Based on conversations with staff, the likely watermain alignments would run predominantly along and through private property owned by the Pine Bend Landfill. The City recently received a development submittal for a single story renewable natural gas (RNG) plant for Fortistar Methane Group located on the Pine Bend Landfill site. The proposed development will require both a domestic and fire protection line in accordance with City policy. The watermain studied as part of this report would provide the necessary domestic and fire service to the site.

Bituminous Roadways

An existing aggregate production plant on the west side of Rich Valley Boulevard is owned and operated by Bituminous Roadways. There are ongoing discussions between the City and Bituminous Roadways regarding the ability to provide fire protection within the site. This watermain studied in this feasibility report would ultimately provide water service to the site. A private fire protection line would be extended from the trunk watermain to serve the properties fire protection needs.

117th Street Reconstruction

The City of Inver Grove Heights is partnering with Dakota County to reconstruct 117th Street in the coming years. The extension of watermain along 117th Street will ultimately need to be coordinated with Dakota County staff and the 117th Street project team.

Xcel Energy

An existing transmission line runs along 117th Street and then north along the west side of the Union Pacific Railroad. The transmission line lies within an existing 100-foot privately owned Xcel Energy easement. The analysis of a preferred watermain alignment will need to be planned around this infrastructure accordingly.

Name: Tom Kaldunski, P.E.

Date: February 26, 2021

Page: 2

Union Pacific Railroad

There is an existing rail corridor owned by Union Pacific that runs north-south between parcels owned by Pine Bend Landfill. The City's existing 16-inch diameter watermain dead ends on the east side of the rail corridor. The feasibility report will need to address a future rail utility crossing and detail the necessary easements, permitting, and schedule involved with said crossing.

Schedule

We understand that there is a possibility that the watermain extension being studied may need to be installed during the 2021 construction season. Due to the number of considerations previously discussed, the feasibility report should be accelerated so that implementation of the easement acquisition and permitting can begin as soon as possible.

Feasibility Report

Bolton & Menk staff will collaborate with City staff to develop a feasibility report that outlines the existing conditions, proposed improvements, challenges, figures, estimated costs & financing, permitting, and schedule. The feasibility report will also include discussion of trunk versus lateral watermain benefit and the corresponding special assessments to benefitting property owners. If the City desires to utilize special assessment in accordance with Minnesota State Statute Chapter 429, an assessment roll will be provided within the Feasibility Report.

Project Schedule

We are committed to following a Project Schedule that meets and exceeds the City's expectations. We have accelerated the feasibility report preparation schedule to allow for the possibility of 2021 construction:

Contract Authorization	March 8, 2021
Stake Holder Meetings	March 9 – March 19, 2021
Draft Feasibility Report to City	April 2, 2021
Feasibility Report Info Meeting	April 14, 2021
Final Feasibility Report to City	April 16, 2021
City Council Accepts Feasibility Report	April 26, 2021

Proposed Fee

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. We propose to complete this work for a not-to-exceed hourly fee of \$18,925. A detailed breakdown as well as a fee summary is enclosed with this proposal. If you have any questions regarding our proposal, please do not hesitate to call me.

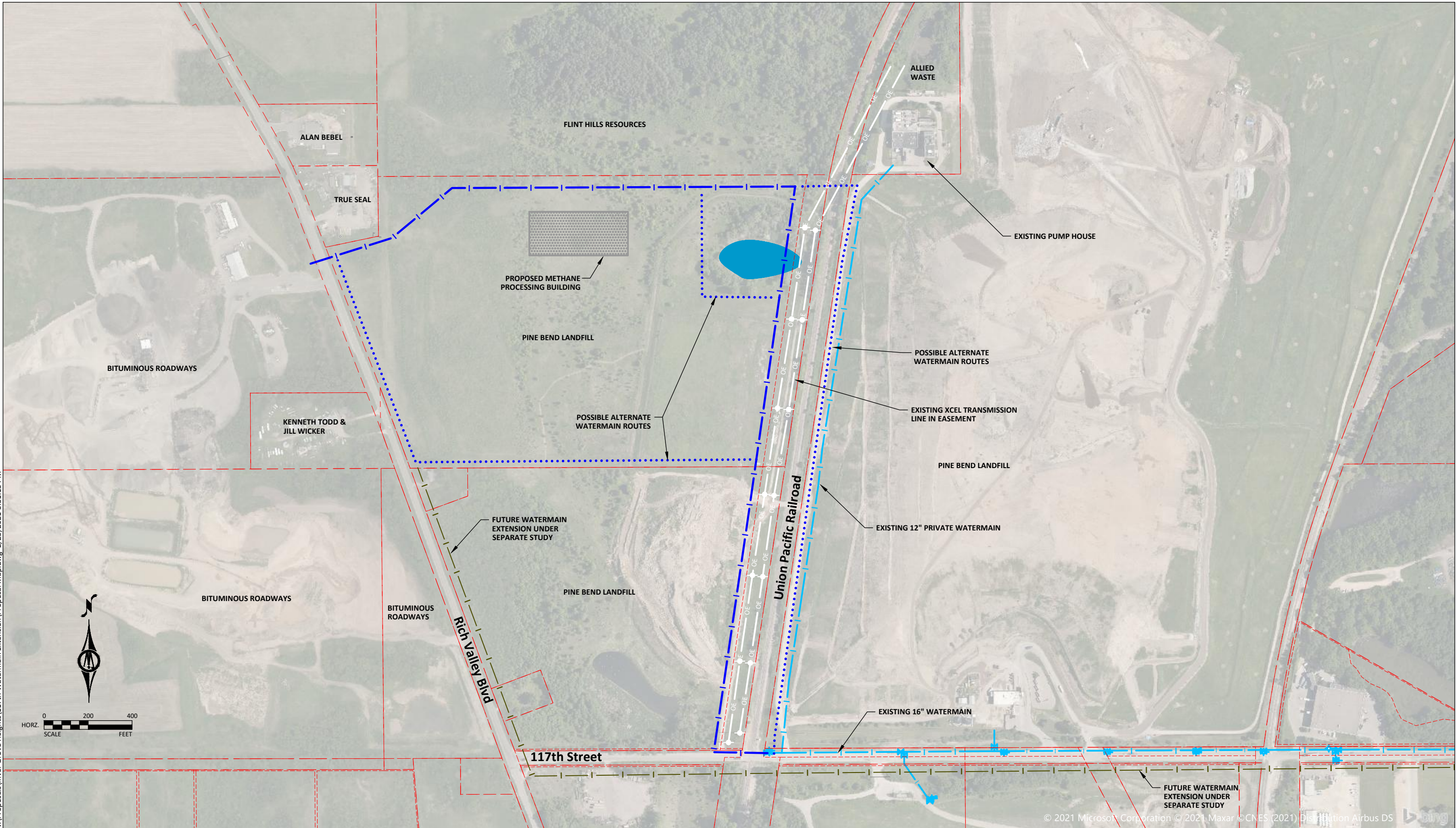
Sincerely,

Bolton & Menk, Inc.



Eric Seaburg, P.E.
Project Manager

City Representative
City of Inver Grove Heights



Detailed Fee Estimate

PROJECT DESIGN

Client: City of Inver Grove Heights

Project: 117th Street Watermain Extension

		Project Manager	Design Engineer	Clerical	Totals
Task No.	Work Task Description				
1.0	Meetings				
1.1	Kickoff Meeting w/ City Staff	2			2
1.2	Progress Meeting w/ City Staff	2			2
1.3	Pine Bend Landfill Meeting	2			2
1.4	Bituminous Roadways Meeting	2			2
1.5	Flint Hills Resources Meeting	2			2
1.6	True Seal Meeting	2			2
1.7	Resident Meeting (Kenneth Todd)	2			2
1.8	Feasibility Report Info Meeting (Including PPT & Mailing)	3	3	4	10
1.9	City Council Accept Feasibility Report (Including PPT)	4			4
1.10	Allowance for Unforeseen Meeting	2			2
Subtotal Hours - Task 1		23	3	4	30
2.0	Feasibility Report				
2.1	Analysis of Alternative Alignments, Selection of Preferred Alignment	6	12		18
2.2	Constructability Analysis - Open Cut, Trenchless, Railroad Crossing, etc.	4			4
2.3	Identification of Necessary Easements	2	2		4
2.4	Preparation of Report Figures	2	8		10
2.5	Preparation of Feasibility Report	24	20		44
2.6	Preparation of Preliminary Engineer's Estimate for Preferred Alignment	4	16		20
Subtotal Hours - Task 2		42	58	0	100
3.0	Project Management				
3.1	Internal and External Project Management	5			5
Subtotal Hours - Task 3		5	0	0	5

Fee Summary

117th Street Watermain Feasibility Report

Client: City of Inver Grove Heights

Project: 117th Street Watermain Extension

Task No.	Work Task Description	Project Manager	Design Engineer	Clerical / Intern	Total Hours	Total Cost
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1.0	Meetings	23	3	4	30	\$4,500
2.0	Feasibility Report	42	58	0	100	\$13,600
3.0	Project Management	5	0	0	5	\$825

Total Hours		70	61	4	135	
Average Hourly Rate		\$165.00	\$115.00	\$90.00		
Subtotal		\$11,550	\$7,015	\$360		

Total Fee					\$18,925	
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Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

February 26, 2021
File: 193885249

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

Reference: Proposal for Phase 1 - Trunk Water Main Feasibility Study

Dear Mr. Kaldunski,

This letter presents our proposal for professional services to provide a feasibility study for trunk water main improvements, Phase 1, as shown on the attached map. The report will include information regarding the alignment and project cost estimates for the proposed watermain, identify the necessary easements, and provide the benefit/assessment analysis for funding the project.

The total estimated hourly not-to-exceed (without prior authorization) fee for the study is **\$19,964**, including expenses.

The scope of services for this project would consist of the following tasks:

Task 1 – Watermain Layout

Deliverables include:

- Layout map/figure of the proposed water main alignment (as shown on the attached map provided by the City)
- Estimate of construction and associated engineering, legal and administrative project costs

Task 2 – Easements

Preliminary easements for the construction of the water main will be identified, legal descriptions/exhibits provided, and preliminary costs calculated (it is assumed that the City will provide land costs).

Task 3 – Benefit/Assessment Analysis

Stantec will work with the City to confirm the properties that will benefit from the project and provide an assessment analysis with accompanying assessment roll and figures. It is assumed that 100% of the costs of the water main project will be assessed to benefitting properties. This scope of this task assumes that no water system modeling or comprehensive planning will be performed.

Reference: Proposal for Phase 1 - Trunk Water Main Feasibility Study

Task 4 - Report Preparation

Stantec will provide a written report incorporating the deliverables/results of Tasks 1 -3 in the City's desired format which includes:

1. An Executive Summary
2. Background information as supplied by the City
3. Existing and Proposed conditions
4. Applicable maps/figures
5. Project Financing Analysis
6. Project Schedule
7. Conclusions and Recommendations

This scope of work includes 3 meetings with City staff as needed and one meeting with property owners. It is assumed that the meetings will be virtual meetings utilizing the Microsoft Teams format in accordance with current COVID-19 protocols.

It is understood that the City of Inver Grove Heights will authorize the work for this report at the City Council meeting on March 8, 2021. A draft report will be completed within 2-3 weeks and the final report will be ready to present to the City Council within 6 weeks.

This letter and scope of services represent the understanding between the City and Stantec in respect to the Project and may only be modified in writing signed by both of us and is subject to the current Master Services Agreement between the City and Stantec.

If this letter satisfactorily sets forth conditions of our Agreement, please sign in the space below and return one copy to our office.

CITY OF INVER GROVE HEIGHTS

By

Print Name and Title

Date

February 26, 2021
Tom Kaldunski, City Engineer
Page 3 of 3

Reference: Proposal for Phase 1 - Trunk Water Main Feasibility Study

Thank you for the opportunity to provide these services. Please do not hesitate to contact me with any questions.

Regards,

Stantec Consulting Services Inc.

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

Eric Lembke, PE

Principal

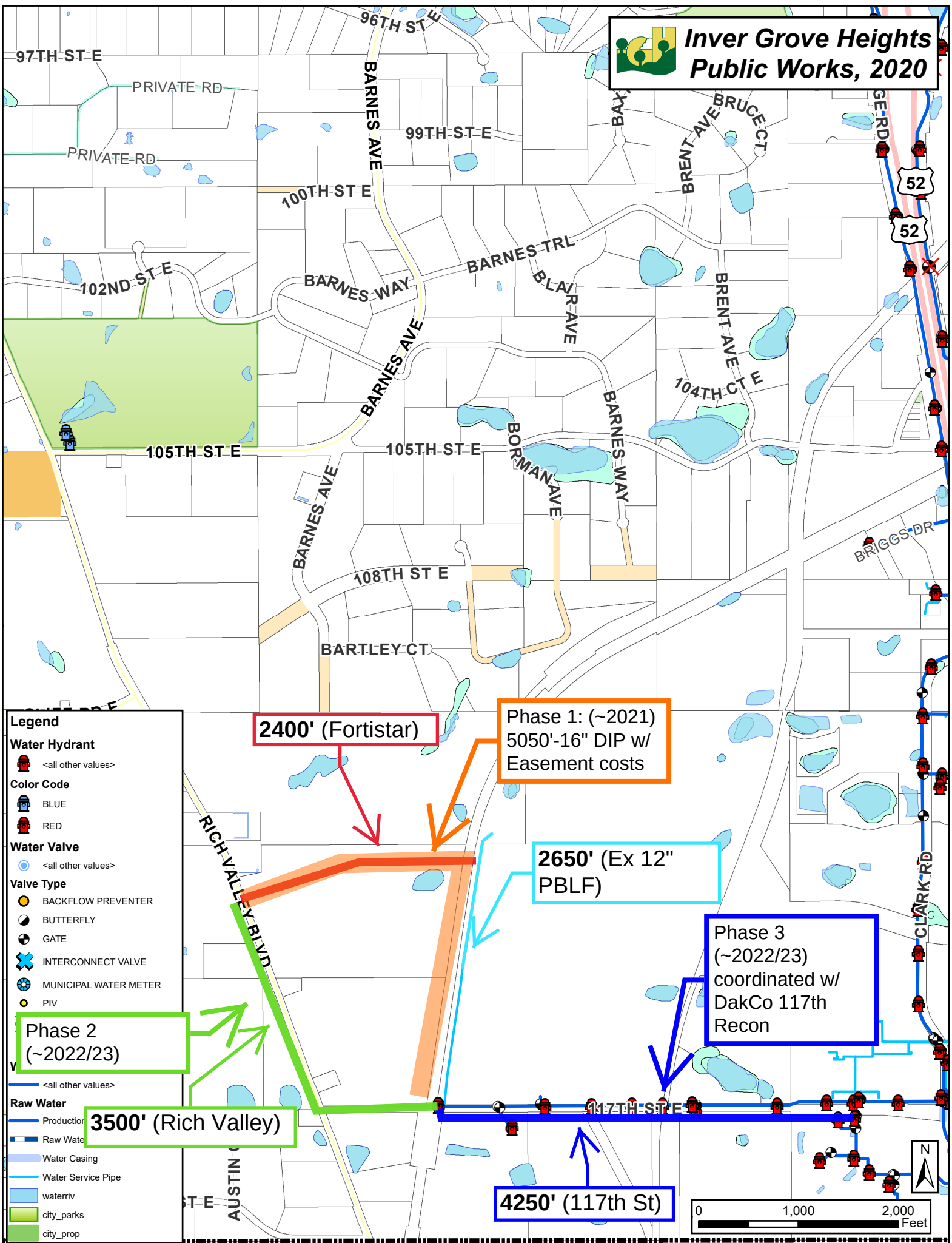
Phone: 612-712-2079

Attachments: IGH Trunk Watermain Map
Proposal Cost Spreadsheet

c. Jake Moser— City of Inver Grove Heights



Inver Grove Heights Public Works, 2020



Phase 1 - Trunk Water Main Inver Grove Heights				PM: Eric Lembke Revised.: 2-26-2021				Project No. 193885249 Reviewed by: LPG				
Personnel												Total
Role/Responsibility:	PM	PE	Design Engineer	EIT	GIS/Maps	Admin	Water Supply Expert	Land Surveyor	-	-	-	Hours
Personnel Initials:	ESL	MS	AD	KY	DE		MRR	DR	-	-	-	
Hourly Rates:	\$189	\$180	\$147	\$131	\$147	\$115	\$199	\$165	\$0	\$0	\$0	
Tasks/ Activities	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1 - Watermain Layout	Start date:			End date:			Total duration of this phase:					
Layout	1	2	12									15
Cost Estimate			4	8								12
Maps/Figures					8							8
Meetings - City (2)	3	3										6
												0
												0
SubTotal Hours	4	5	16	8	8	0	0	0	0	0	0	41
Sub Total Cost	\$756	\$900	\$2,352	\$1,048	\$1,176	\$0	\$0	\$0	\$0	\$0	\$0	\$6,232
Task 2 -Easements	Start date:			End date:			Total duration of this phase:					
Easement Identification	1	2	2					2				7
Preliminary Easement Descriptions/Exhibits								12				12
Land Acquisition Costs Analysis	1	4										5
												0
												0
Sub Total Hours	2	6	2	0	0	0	0	14	0	0	0	24
Sub Total Cost	\$378	\$1,080	\$294	\$0	\$0	\$0	\$0	\$2,310	\$0	\$0	\$0	\$4,062
Task 3 - Benefit/Assessment Analysis	Start date:			End date:			Total duration of this phase:					
Assessment Analysis		4	8									12
Maps/Figures			2		8							10
Meeting - City	2	2										3
Meetings Property Owners (1)	2	2										4
												0
												0
SubTotal Hours	4	8	10	0	8	0	0	0	0	0	0	29
Sub Total Cost	\$662	\$1,350	\$1,470	\$0	\$1,176	\$0	\$0	\$0	\$0	\$0	\$0	\$4,658
Task 4 - Report Preparation	Start date:			End date:			Total duration of this phase:					
Report Preparation	2	16	8									26
QA/QC	2											2
												0
												0
Sub Total Hours	4	16	8	0	0	0	0	0	0	0	0	28
Sub Total Cost	\$756	\$2,880	\$1,176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,812
Expenses (mileage and printing)												\$200
Travel, accomodation												\$0
Unusual disbursements (models etc.)												\$0
Total Project Hours												94
Total Project Cost												\$19,964

**Request for Council Action****Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for City Project No. 2016-09F - Carleda Way Area Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge	FTE included in current complement	
Reviewed by:	Klayton Eckles	New FTE requested - N/A	
		Other: Special Assessments, Utility Funds, Franchise Fee Funds, and Pavement Management Fund	X

PURPOSE/ACTION REQUESTED:

Consider resolution receiving feasibility report and scheduling public hearing for City Project No. 2016-09F - Carleda Way Area Improvements.

SUMMARY:

On November 23, 2020, the City Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc. (Kimley-Horn) for City Project No. 2016-09F - Carleda Way Area Improvements. The 2016-09F project has been approved in the 2020 Capital Improvement Plan passed by Council. The project was initially scheduled for 2021 construction season; however, has been rescheduled for 2022 construction season due to easements and land acquisition required for this project and City Project No. 2016-13 Cahill Trunk Drainage Improvements. The projects are proposed to be bid together in spring of 2022. The feasibility report has been completed, recommending a full street reconstruction project and the replacement of ductile watermain and clay sanitary sewer.

The project feasibility report was put on hold in 2016 while storm sewer capacity issues were reviewed that caused isolated flooding in the 64th Court cul-de-sac and the southern portion of the Carleda Way project. Council ordered the recommended drainage improvements at the December 14, 2020 Public Hearing for City Project No. 2016-13 Cahill Trunk Drainage Improvements. The water resources strategy has been identified in the feasibility report.

The total estimated project cost is \$2,241,000 with \$338,691 in estimated assessments for street and storm water improvements (25% of street and storm costs utilizing assessment cap). A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, franchise fee funds, sewer and water funds, and special assessments.

A preliminary assessment roll has been prepared per City policy for street and storm improvements. The proposed assessment of \$9,600 for a single-family parcel is the lower amount between the per policy and assessment cap. The per-policy assessment amount for a single-family parcel is \$16,532. The independent appraiser's special benefit analysis by Metzen Appraisals recommends an assessment cap of \$9,600 per single-family parcel.

A new sidewalk connection is proposed along the north side of 63rd Court right-of-way for connectivity from Carleda Way to the Prairie Estates Townhomes.

Staff has coordinated with public safety and recommends posting the inside (west side) of Carleda Way as **No Parking** to accommodate emergency vehicle access. This recommendation is included in the feasibility report, has been presented in the virtual open house meeting, and will be addressed in the notices to residents for public comment. A No Parking draft resolution will be brought to Council for discussion and consideration at the improvement hearing.

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 24, 2021, with the neighborhood. 1 resident attended the TEAMS Live Event. In addition, resident feedback from the 2015 questionnaire and neighborhood meeting has been incorporated. The virtual presentation and PowerPoint are available on the project's webpage at **www.ighmn.gov/CarledaWay**. Questions, comments, and responses related to the project are attached in the feasibility report.

Staff recommends passage of the resolution receiving feasibility report and scheduling public hearing for City Project No. 2016-09F – Carleda Way Area Improvements.

SWD/kf

Attachments: Resolution
Project Area Map
Feasibility Report

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

**RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING PUBLIC HEARING FOR CITYPROJECT NO. 2016-09F –
CARLEDA WAY AREA IMPROVEMENTS**

RESOLUTION NO. 2021-61

WHEREAS, On November 23, 2020 City Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc. for City Project No. 2016-09F Carleda Way Area Improvements; and

WHEREAS, a feasibility report has been prepared by Kimley-Horn & Associates for the Public Works Director with reference to City Project No. 2016-09F, Carleda Way Area Improvements; and

Project No.	Improvements
2016-09F	Roadway improvements (bituminous removal, subgrade excavation/correction, grading, road fabric, drain tile, granular subgrade, aggregate base, and bituminous pavement), milling, reclaiming, new curb and gutter, new sidewalk (63 rd Court), storm sewer improvements, drainage improvements, slope and grading improvements, water quality improvements, sanitary sewer system replacement, water main system replacement, appurtenances and restoration on the following streets: Carleda Way from Cahill Avenue (northerly intersection) to Cahill Avenue (southerly intersection), 63 rd Court East from Carleda Way to its east terminus, 64 th Court East from Carleda Way to its east terminus.

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

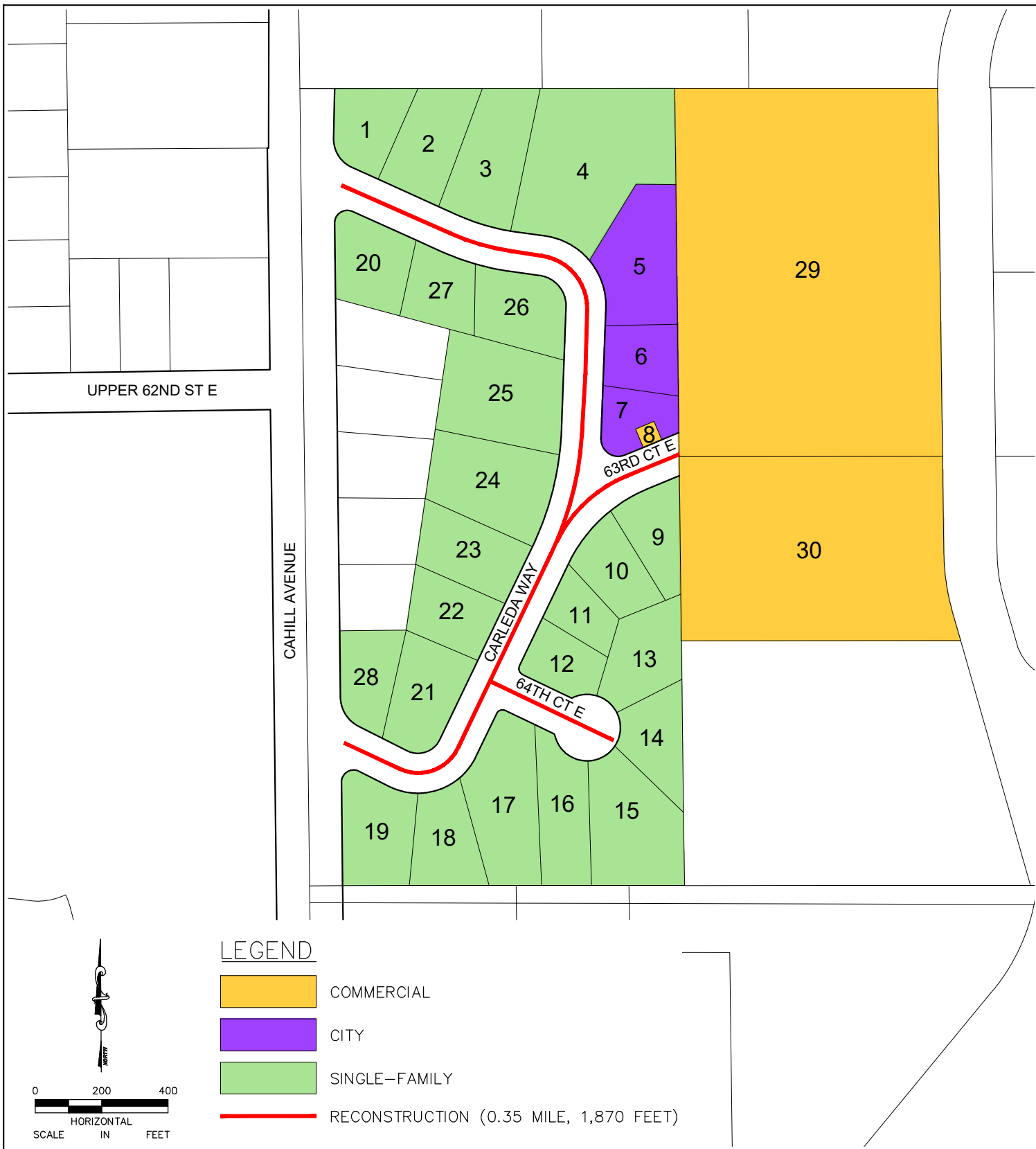
1. The City Council hereby receives the feasibility report prepared by Kimley-Horn & Associates for City Project No. 2016-09, Carleda Way Area Improvements.
2. The City Council will consider the above-mentioned improvements in accordance with the report at an estimated cost of \$2,241,000 for City Project No. 2016-09F Carleda Way Area Improvements.
3. A public hearing will be held on such improvements at 7:00 p.m. on Monday, April 12, 2020 in person in the City Council Chambers, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN, and by electronic means pursuant to the provision of Minn. Stat. Sec. 13D.021, and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
4. Staff, City Attorney, and consulting engineer are authorized to select an appraiser and land acquisition team to obtain necessary easements and agreements for the project.
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 8th day of March 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Kimley»Horn

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
 PHONE: 651-645-4197
 WWW.KIMLEY-HORN.COM

PRELIMINARY ASSESSMENT MAP

**CARLEDA WAY AREA STREET RECONSTRUCTION
 AND UTILITY IMPROVEMENTS
 CITY PROJECT 2016-09F**



March 8, 2021

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

Attn: Klay Eckles, P.E.
Interim Public Works Director

Re: Feasibility Study
Carleda Way Area Street Reconstruction and Utility Improvements
City Project 2016-09F

Honorable Mayor and Members of the City Council:

The enclosed feasibility report has been prepared for the Carleda Way Area Street Reconstruction and Utility Improvements, City Project 2016-09F, as authorized at the November 23, 2020 City Council meeting. This report investigates reconstruction of roadway, utility, curb and gutter and drainage improvements for the Carleda Way neighborhood area. The proposed scope of work, estimated costs, financing, and schedule for the improvements are detailed in this report.

Information utilized in the preparation of this report included utility as-builts, information gathered through field reviews, GIS information, topographic survey, property owner coordination meetings, preliminary design, and discussions with City staff. All available information was reviewed and considered to determine the feasibility of the proposed improvements.

We believe that the proposed improvements identified in this report are feasible, that they will benefit the properties in the project area, and that they will benefit the City of Inver Grove Heights.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Luke Moren". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Luke Moren, P.E.
Project Manager

Enclosure

Cc: Steve Dodge, Assistant City Engineer
Tom Kaldunski, City Engineer
File 160509029

CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS

Feasibility Study

City Project 2016-09F

City of Inver Grove Heights, Minnesota

March 2021

Kimley»Horn



CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS

Feasibility Study

CITY OF INVER GROVE HEIGHTS, MINNESOTA
CITY PROJECT 2016-09F



Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
767 Eustis Street
Suite 100
St. Paul, MN 55114
(651) 643-0400

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

Signature: 
Luke Moren, P.E.

Date: March 8, 2021 Lic. No. 54190

File: 160509029

Table of Contents

EXECUTIVE SUMMARY	1
1. INTRODUCTION	3
2. PROPOSED PUBLIC IMPROVEMENTS	3
3. DRAINAGE ANALYSIS	7
4. PERMITS AND APPROVALS	8
5. PUBLIC INVOLVEMENT	8
6. EASEMENT REQUIREMENTS.....	9
7. ESTIMATED COSTS	10
8. METHOD OF FINANCING	10
9. PROJECT SCHEDULE.....	11
10. SUMMARY AND RECOMMENDATIONS	11
APPENDICES	
APPENDIX A – EXHIBITS	
APPENDIX B – DETAILED COST ESTIMATES	
APPENDIX C – DRAINAGE ANALYSIS MEMO	
APPENDIX D – OPEN HOUSE SUMMARY AND SURVEY RESPONSES	
APPENDIX E – PRELIMINARY ASSESSMENT ROLL AND MAP	

EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the Carleda Way Area Street Reconstruction and Utility Improvements, City Project 2016-09F. The proposed project includes the reconstruction of the following street segments:

- Carleda Way
- 63rd Court East
- 64th Court East

The proposed project also includes the full replacement of existing sanitary sewer and watermain within the Carleda Way area neighborhood.

The estimated costs for the proposed improvements are detailed below. These costs include a 10% construction cost contingency and a 28% allowance for indirect costs.

CP 2016-09F Improvements	Amount
Street Improvements	\$ 1,053,000
Storm Sewer Improvements	\$ 286,000
Sanitary Sewer Improvements	\$ 381,000
Watermain Improvements	\$ 521,000
Total Project Cost (CP 2016-09F)	\$ 2,241,000

The improvements are proposed to be financed through a combination of City Pavement Management Program (PMP) funds, City utility funds, and assessments to benefitting property owners. The following is a preliminary financing plan:

Financing Source	Amount
PMP Funds	\$ 1,000,309
Special Assessments	\$ 338,691
City Utility Funds	\$ 902,000
Total	\$ 2,241,000

A more detailed financing plan is provided within the body of this report.

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	March 8, 2021
Call Public Hearing	
Virtual Neighborhood Meeting #2	March 31, 2021
Public Improvement Hearing	April 12, 2021
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Right of Way Acquisition	April 2021 – February 2022
Council Approves Plans and Specs	February 28, 2022
Authorize Advertisement for Bids	
Bid Opening	March 25, 2022
City Council Accepts Bids and Awards Project	April 11, 2022
Begin Construction	May/June 2022
Construction Substantially Complete	September 2022
Assessment Hearing	September 26, 2022

Based upon the analysis completed as a part of this report, the proposed Carleda Way Area Street Reconstruction and Utility Improvements, City Project 2016-09F, are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council accepts this feasibility report on March 8, 2021 and orders a public hearing for April 12, 2021.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

1. INTRODUCTION

On November 23, 2020, the City Council authorized the preparation of a feasibility study for City Project 2016-09F Carleda Way Area Reconstruction and Utility Improvements, which includes the Carleda Way neighborhood area to the east of Cahill Avenue. The project area was previously studied in 2015 but was put on hold as a result of flooding concerns and drainage issues identified as a part of City Project 2016-13 Cahill Trunk Drainage Improvements.

The City recently updated their Capital Improvement Plan to include both the CP 2016-13 and 2016-09F improvements in the Pavement Management Project (PMP) funded projects for construction. A separate feasibility study for the CP 2016-13 improvements has been received by City Council and the project was ordered by Council on January 11, 2021. CP 2016-13 is planned for concurrent construction with CP 2016-09F.

As a part of the Pavement Management Program (PMP), the City of Inver Grove Heights is proposing the following improvements as a part of City Project 2016-09F:

- Full reconstruction of these street segments
 - Carleda Way
 - 63rd Court East
 - 64th Court East
- Full reconstruction of storm sewer to mitigate subsurface storm sewer deterioration and surface drainage issues
- Sanitary sewer reconstruction and replacement of existing services
- Watermain reconstruction and replacement of existing services

The project location is shown in **Appendix A, Exhibit 1**.

2. PROPOSED PUBLIC IMPROVEMENTS

Based on the current age and condition of the City streets and utilities, and the findings of the geotechnical investigation and sewer televising, a full reconstruction of the Carleda Way, 63rd Court East, and 64th Court East roadways and public utilities is recommended. The following is a summary of the proposed reconstruction improvements:

PAVEMENT SECTION

A geotechnical investigation of the project streets was completed in 2015. Based on the geotechnical investigation of the existing roadway and subbase conditions, the proposed improvements include the reconstruction of the streets to the current City standard pavement section for local streets which includes 4-inches of bituminous pavement, 6-inches of aggregate base, and 24-inches of select granular material.

The existing pavement section consists of 3" – 8.5" of bituminous pavement over a poorly defined aggregate base section ranging from 3.5" to 17.5". The existing subgrade soils generally consist of clayey and silty sand materials. These materials are highly susceptible to frost heave and are not considered suitable roadway base materials. The 24-inches of select granular material is recommended to replace the unsuitable, existing subgrade materials and prolong the lifespan of the road. A geotextile fabric and drain tile are also proposed to separate the existing subgrade from the new select granular and provide subgrade drainage of the proposed pavement section.

TYPICAL STREET SECTION

Carleda Way, 63rd Court, and 64th Court consist of a two-lane bituminous pavement roadway with rolled bituminous curb. The existing right-of-way and street widths are provided in the table below.

Right-of-Way and Street Width Summary			
Street Name	Existing Width (ft)	Proposed Width (ft)	Right-of-Way Width (ft)
Carleda Way	30	30	60
63 rd Court East	34	N/A	60
64 th Court East	30	30	60

The proposed improvements include reconstructing the existing streets to their existing width for Carleda Way and 64th Court East. 63rd Court East is proposed to be reconfigured from a dead-end street to a modified cul-de-sac as described below. The typical street sections will otherwise be consistent with the City's typical local street section which includes the addition of B618 concrete curb and gutter.

63rd Court East is currently a 34-foot wide dead-end street and only serves one driveway access for the property at address 3120 63rd Court East. The proposed improvements include converting this dead-end street to a modified cul-de-sac configuration. Multiple options were considered including the modified cul-de-sac as shown on **Exhibit 3 in Appendix A**, a City standard sized cul-de-sac, and reconstructing the street to its existing dead-end condition. The modified cul-de-sac option is recommended based on providing access and traffic flow for City emergency and maintenance vehicles with only minor impacts to the City owned parcel north of 63rd Court East.

Exhibit 2 in Appendix A shows the typical sections for the project. **Exhibit 3 in Appendix A** shows the proposed street improvements.

SUBGRADE EXCAVATION/PREPARATION

The City standard pavement section for local roads includes a sub-cut of 24-inches, which is backfilled with select granular material below the aggregate base and bituminous pavement. The granular material will come from on-site suitable material if possible or hauled in from off-site. Where organic soils are exposed, they will be sub-cut to the underlying suitable soils with the sub-cut being backfilled with granular material. Soils found to be unstable will be corrected with sub-cutting and replacement or with scarification, drying, and re-compaction. Drain tile is proposed beneath the select granular material to improve subbase drainage.

SIDEWALK IMPROVEMENTS

The Prairie Estates townhomes development east of the Carleda Way area neighborhood has been approved by the City and is currently under construction. The approved plans for the development include a proposed sidewalk connection to existing 63rd Court. The 63rd Court cul-de-sac is proposed to be reconfigured, as detailed previously in the Typical Street Section portion of the feasibility report and the sidewalk connection is proposed to be extended to the new 63rd Court configuration. The proposed sidewalk improvements are shown on **Exhibit 3 in Appendix A**.

RESIDENTIAL DRIVEWAY RECONSTRUCTION

The reconstruction of the City streets will disturb residential driveways throughout the project area. As with other street reconstruction projects, it is the City's policy to replace a resident's driveway in-kind to the construction tie-in point which maintains a reasonable transition. All driveways will be constructed with a 6-inch crushed limestone base under a minimum of 6 inches of concrete or 2.5 inches of asphalt depending on the existing driveway material. Gravel driveways will be replaced in kind and no bituminous or concrete pavement will be provided.

STORM SEWER AND DRAINAGE IMPROVEMENTS

The existing storm sewer on the street segments was televised in 2015. The existing storm sewer ranges in size from 12" to 24". The televising report noted the presence of debris and sediment in the pipes, some cracking, and low structural and O&M pipe ratings. All storm sewer on the project is proposed to be replaced due to the results of the televising report and construction impacts from the watermain and sanitary sewer replacement improvements as a part of the project.

The storm sewer improvements also include the extension of a storm sewer stub towards 6285 Carleda Way. The storm sewer stub will allow for a future storm sewer connection to the backyard low area, west of Carleda Way on the 6285 Carleda Way property. The City will coordinate with this property owner during the final design phase of the project regarding this private drainage issue and consider constructing this storm sewer connection if property access and construction cost reimbursement are provided to the City. Additional information on this outlet pipe is provided in the drainage memo found in **Appendix C** and further detailed in the Drainage Analysis section of this report.

The proposed storm sewer improvements are shown on **Exhibit 3 in Appendix A**. A drainage analysis was also completed as a part of this study and further detailed in the Drainage Analysis portion of this report and in the memo found in **Appendix C**.

STREET LIGHTING

There are no existing street or intersection lights along Carleda Way, 63rd Court or 64th Court. The existing streetlight at the intersections of Carleda Way and Cahill Avenue are outside the construction limits and will not be impacted. No request for updated lighting has been received from the property owners to date. The neighborhood would need to petition for lighting, and it would be decided independently of the street project. Any lighting costs would be 100% assessed and in addition to the street and storm sewer proposed assessment. The assessment cap for street and storm sewer improvements does not apply for lighting improvements. A monthly fee would be added to the benefitting neighborhood properties utility bill in accordance with City policy and an agreement with Xcel Energy. Street lighting will be discussed with the residents at the second neighborhood meeting.

ON-STREET PARKING

Staff has coordinated with public safety and recommends posting the inside (west side) of Carleda Way as no parking to accommodate emergency vehicle access. A typical new development road of this width would be posted no parking on one side; and the tight radii of the curves pose a turning movement challenge for public safety vehicles. The City proposes placing hydrants on the same side no parking is posted to maximize available on-street parking to

residents on the other side of the street. A draft no parking resolution will be brought to Council for discussion and consideration at the improvement hearing. The proposed no parking zone is shown on **Exhibit 6** in **Appendix A**.

PRIVATE UTILITIES

The proposed improvements will be coordinated with the private utility companies within the project area during the final design phase. Private utility companies will be notified of the project and directed to perform any relocation work during the City's reconstruction project to limit disturbance in the area for residents.

OTHER IMPROVEMENTS

Multiple properties along the streets included with the project have retaining walls, irrigation systems, dog fences and/or other landscaping features within City right-of-way. Where necessary, it is assumed that these will be relocated ahead of construction, outside of the proposed disturbance limits, consistent with City Policy.

An existing retaining wall along the back of curb at 6215 Carleda Way will be impacted by roadway and utility construction. City policy does not allow unpermitted obstructions such as retaining walls to be within the City right-of-way. The retaining wall is proposed to be removed with construction and replaced with a graded slope in the front yard. The graded slope will provide adequate snow storage within City right-of-way and eliminate the unpermitted obstruction from the right-of-way. Removal of the retaining wall will be coordinated with the property owner during the final design phase of the project.

WATERMAIN IMPROVEMENTS

The project proposes to reconstruct the existing watermain and water services along the street segments. The existing watermain is 6" cast iron pipe (CIP). CIP is an outdated material and the City standard watermain size and type is 8" diameter ductile iron pipe (DIP). City utility staff have recommended replacement of the watermain throughout the neighborhood. The project will construct 8" DIP watermain throughout the neighborhood.

Reconstruction of the watermain will impact existing water service lines. New, 1" copper service lines will be installed from the new main to the existing curb box and stop. The existing curb box and stop will be replaced and the existing service line connected to the new curb stop. The location of the existing curb box and stops vary but are up to 8-feet outside of existing right-of-way in one location. No existing drainage and utility easements exist behind the existing right-of-way. Permanent drainage and utility easements will be acquired to perform the water service line and curb box and stop replacement work. Additional information regarding the easement acquisition is detailed later in this report.

In addition to replacement of existing water services, new 1" copper service line, curb box and stop are being considered to service the three undeveloped City-owned parcels north of 63rd Court East. Extension of water service to these parcels will be finalized during the final design phase through discussions with City Engineering, Community Development and Planning staff.

Temporary water service will need to be supplied by the Contractor while the watermain replacement is being completed.

The project will also include standard upgrades and maintenance of existing hydrants within the project area. All hydrants, gate valves, and leads along the proposed street segments will be removed and replaced.

Exhibit 4 in Appendix A shows a map of the proposed watermain improvements.

SANITARY SEWER IMPROVEMENTS

The project proposes to reconstruct the existing sanitary sewer and sewer services along the street segments. The existing sanitary sewer is 8" vitrified clay pipe (VCP) and varies in depth from 7 feet to 12 feet. The proposed sanitary sewer will be 8" PVC with new reinforced concrete manholes. The City's preferred depth for mainline sanitary sewer is 12 feet minimum. Options were explored during this study to lower the existing sanitary sewer but were found to require reconstruction of sanitary sewer well beyond the project scope and limits. The project will continue to explore ways to increase the depth of the proposed sanitary sewer during the final design phase. Sanitary sewer main or services will be insulated where adequate cover is not possible.

The City of Inver Grove Heights televised the existing sanitary sewer along the street segments included with the project. Generally, the clay pipe is in acceptable condition given the material type and age. The most common damage to the sewer is tree root growth penetrating the pipe. However, it is expected that the VCP sewer main and services will be impacted and damaged due to the full reconstruction of the street, watermain and storm sewer within the neighborhood. Based on these construction impacts, reconstruction of the existing sanitary sewer system is proposed.

Reconstruction of the trunk line sanitary sewer will impact existing sanitary sewer services. Sanitary sewer services will be replaced with 6" PVC to approximately 7' behind the proposed curb and gutter and connected to the existing residential sewer services. The absence of existing drainage and utility easements prevents the new sewer services from being extended to the right-of-way line.

In addition to replacement of existing services, the project will consider new sanitary sewer service stubs at the undeveloped parcels North of 63rd Court East. These new services would be 6" PVC extended to the property line for future connection. Extension of sewer service to these parcels will be finalized during the final design phase through discussions with City Engineering, Community Development, and Planning staff.

Exhibit 4 in Appendix A shows a map of the proposed sanitary sewer improvements.

3. DRAINAGE ANALYSIS

A drainage analysis was completed for the project area that included an assessment of the existing storm sewer network, storage capacity of existing ponds in the area, backyard property low spots and the project's downstream impacts to nearby Bohrer pond.

The ponds and pipe outlets upstream of Bohrer Pond, within the Carleda Avenue neighborhood have capacity problems during major storm events that cause flooding of the streets, one home near 64th Court East and Carleda Way and one garage in the 64th Court cul-de-sac. The flooding is caused by stormwater runoff overflow from Cahill Avenue in major rain events. Improvements to mitigate the flooding of 64th Court are included in CP 2016-13 Cahill Trunk Drainage Improvements. The CP 2016-13 improvements are proposed to be constructed concurrently with the CP 2016-09F construction project.

An assessment of backyard low spots within the project area focused on two low areas in backyards on the project. These low areas are further summarized below.

North Low Area

The north low area consists of generally the backyard of 6215 Carleda Way. The primary contributing watershed area for this backyard ponding is from the private property, surrounding the backyard area. The existing 6201 Carleda Way driveway does slope steeply away from the roadway and allows water from Carleda Way to flow into this North Low Area. The project proposes to install surmountable curb and gutter across this driveway and install a storm sewer catch basin upstream of the driveway to prevent street water from contributing to the backyard ponding.

South Low Area

The south low area consists of generally the backyard of 6285 Carleda Way. The surface stormwater contributing to this low backyard area is from private property of the surrounding homes. No public water has been identified to contribute to this backyard ponding area. The 100-yr HWL elevation in this backyard area was modeled and found to flood the existing garage in this area. A storm sewer pipe can be extended to this area to provide an ability for stormwater to exit this area. This City will coordinate with this property owner during the final design phase of the project to discuss options for extending this pipe.

The complete drainage analysis can be found in **Appendix C**. Storm sewer improvements are shown on **Exhibit 3** in **Appendix A**.

4. PERMITS AND APPROVALS

The proposed improvements will require the following permit approvals:

- Minnesota Department of Health (MDH) – A watermain construction permit will be required for the watermain replacement improvements proposed with the project.
- Minnesota Pollution Control Agency (MPCA) – A sanitary sewer extension permit will not be required from the MPCA due to the project only consisting of reconstructing existing sanitary sewer and services to the same size.
- MPCA – A general stormwater permit for construction activities under the Nation Pollutant Discharge Elimination System program will be required by the contractor.

5. PUBLIC INVOLVEMENT

On October 30th, 2015, a letter was sent out to all residents within the project area informing them of the scheduled neighborhood meeting and invited them to participate in a project survey. The survey included questions on sump pumps, sanitary sewer services, property drainage issues, rain gardens, and a spot for additional comments. Survey responses received in 2015 have been incorporated into the summary below.

A public open house meeting was held on November 10th, 2015 to receive public input. City and Kimley-Horn staff were present at the meeting to answer questions, record resident comments and provide information on the project. A total of 4 property owners attended the meeting. A brief summary of the comments received at the meeting is provided below.

- Residents generally agreed the existing pavement is in need of reconstruction.
- Several questions were fielded and answered regarding the special assessment process and historical assessment amounts.
- Specific property issues regarding trees and retaining walls in the right-of-way were discussed. More information on impacts to those items will be known during final design.
- The majority of the attendees were not in favor of narrowing the streets to 28-feet.

- Property owners at 6160 and 6170 Carleda Way noted back yard water pooling in large storm events and an installed drain that has an unknown outlet.
- The rain garden program was discussed, and some residents did express interest in participating in the program.

Because of the delay in the project between 2015 and 2021, the project survey was sent out again to all residents within the project area to provide another opportunity to share information about their property and capture any updates from the neighborhood. All survey responses received in 2015 and 2021 are included in **Appendix D**.

A second open house meeting was held on February 24, 2021 to receive public input and provide an update regarding the project since 2015. The meeting was held virtually, and City and Kimley-Horn staff were present to answer questions, record resident comments and provide information about the project. One property owner attended the virtual meeting. A summary of the questions received at the meeting with abbreviated answers is included in **Appendix D**. Other comments received by residents in 2021 are also included in **Appendix D**. The open house presentation was recorded and posted to the City's project website.

6. EASEMENT REQUIREMENTS

The majority of the street improvements are anticipated to be constructed within existing City right-of-way. The proposed modified cul-de-sac at 63rd Court East will be constructed outside of existing right-of-way. However, the impacts will only extend into a City owned parcel and will not require any right-of-way acquisition.

Permanent drainage and utility easements will be required for replacement of the existing water services to the existing curb stop and box. These easements are shown in **Exhibit 5** in **Appendix A**. Property record research has been completed on multiple properties within the neighborhood and reviewed by City staff, Consultant staff and the City attorney. The property record research determined no existing drainage and utility easements exist along the right-of-way line. Based on discussions with City staff and the City Attorney, the project proposes to acquire permanent easements to facilitate the replacement and future maintenance of water service lines from the watermain to the curb stop. An acquisition summary table for the permanent easements is summarized in the table below.

Property Owner	Parcel ID	Property Address	Permanent Drainage and Utility Easement Area (SF)
Todd D & Gretchen N Ahrens	20-19500-01-020	6160 Carleda Way	180
Timothy D Bambenek	20-19500-01-030	6170 Carleda Way	170
Jeremy D & Stephanie Keen	20-19500-02-020	6175 Carleda Way	20
Jay Reis	20-19500-01-040	6180 Carleda Way	360
Ryan A Kelley	20-19500-02-010	6201 Carleda Way	140
Eric & Tamara Martin	20-19500-02-151	6215 Carleda Way	280
Linda M Bollinger	20-19500-02-140	6255 Carleda Way	390
Keith & Dawn Morgan	20-19500-03-020	6280 Carleda Way	140
Timothy Q Gaughan and Korina D Tigwell	20-19500-02-120	6285 Carleda Way	190
Dale G Anderson	20-19500-03-030	6300 Carleda Way	200
Bogar Mendiola and Jane K Johnson	20-19500-03-040	6320 Carleda Way	290
Daniel & Sandra Haviland	20-19500-02-110	6325 Carleda Way	220
Auston J Reeves	20-19500-02-100	6375 Carleda Way	200

Michael S Wolff	20-19500-03-050	6340 64 th Court	110
Steven Taft Williams and Sheri Ann Williams	20-19500-03-070	6380 64 th Court	410
William & Jacqueline Seymour	20-19500-03-080	6410 64 th Court	240
Mark J & Elena Blaisdell	20-19500-03-090	6420 Carleda Way	240

The permanent easement areas will be finalized during the preliminary and final design phases of the project.

7. ESTIMATED COSTS

The estimated costs for Carleda Way Area Street Reconstruction and Utility Improvements, City Project 2016-09F are detailed below. The estimated project costs include easement acquisition costs, a 10% construction cost contingency and a 28% allowance for indirect costs. The indirect costs include the following items: 15% engineering, 1% fiscal, 1% legal, 3% administrative and 8% capitalized interest. Detailed cost estimates are provided in **Appendix B**.

CP 2016-09F Improvements	Street Reconstruction	Utility Improvements
Street Improvements	\$1,053,000	
Storm Sewer Improvements	\$286,000	
Sanitary Sewer Improvements		\$381,000
Watermain Improvements		\$521,000
Total Project Improvements	\$1,339,000	\$902,000

8. METHOD OF FINANCING

The proposed project will receive funding from the City's Pavement Management Program fund, City Utility Funds, and assessments to benefitting properties as follows.

City Utility Funds

The watermain and sanitary sewer line replacements will be funded out of appropriate City utility funds. This includes easement acquisition costs necessary for water service replacement work.

Pavement Management Fund

The proposed financing plan assumes a City contribution from the pavement management fund, consistent with City policy, as shown below. Pavement Management Funds include Franchise Fee funding.

Assessments

The property owners' share of the street reconstruction costs and a portion of the costs for the storm sewer construction will be funded by assessments in accordance with Minnesota Statutes Chapter 429. The City has completed an independent benefit appraisal of the properties in the project area. The preliminary findings of the benefit appraisal are included in the preliminary assessment roll. A preliminary assessment roll is provided in **Appendix C** with a per policy single family assessment of \$16,531.64. The preliminary assessment amounts for the commercial and City parcels varies between \$9,851.17 - \$34,705.69.

Single-family lot parcel number 28 has driveway entrances off Cahill Avenue and Carleda Way. City staff will be contacting this property owner ahead of the Public Hearing to understand which driveway entrance is used as the primary entrance for this residence. City assessment policy only assess single-family lots

based on the location of the primary entrance. Any necessary revisions to assessments for parcel number 28 will be reflected in the final assessment roll.

Benefit Appraisal

The City retained Metzen Appraisals to conduct an independent benefit appraisal of the properties in the project area. The benefit appraisal report concluded a special benefit cap to be \$9,600 per single family home for this neighborhood.

A summary of the proposed assessments is provided below.

CP 2016-09F	Proposed Assessments	Pavement Management Fund	Sewer Fund	Water Fund	Total
Street Reconstruction	\$338,691	\$1,000,309			\$1,339,000
Utility Improvements			\$381,000	\$521,000	\$902,000
Total Projects Improvements	\$338,691	\$1,000,309	\$381,000	\$521,000	\$2,241,000

9. PROJECT SCHEDULE

If the City Council chooses to accept this report and schedule a public hearing, we recommend that the following project schedule be followed:

City Council Receive Final Feasibility Report	March 8, 2021
Call Public Hearing	
Virtual Neighborhood Meeting #2	March 31, 2021
Public Improvement Hearing	April 12, 2021
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Right of Way Acquisition	April 2021 – February 2022
Council Approves Plans and Specs	February 28, 2022
Authorize Advertisement for Bids	
Bid Opening	March 25, 2022
City Council Accepts Bids and Awards Project	April 11, 2022
Begin Construction	May/June 2022
Construction Substantially Complete	September 2022
Assessment Hearing	September 26, 2022

10. SUMMARY AND RECOMMENDATIONS

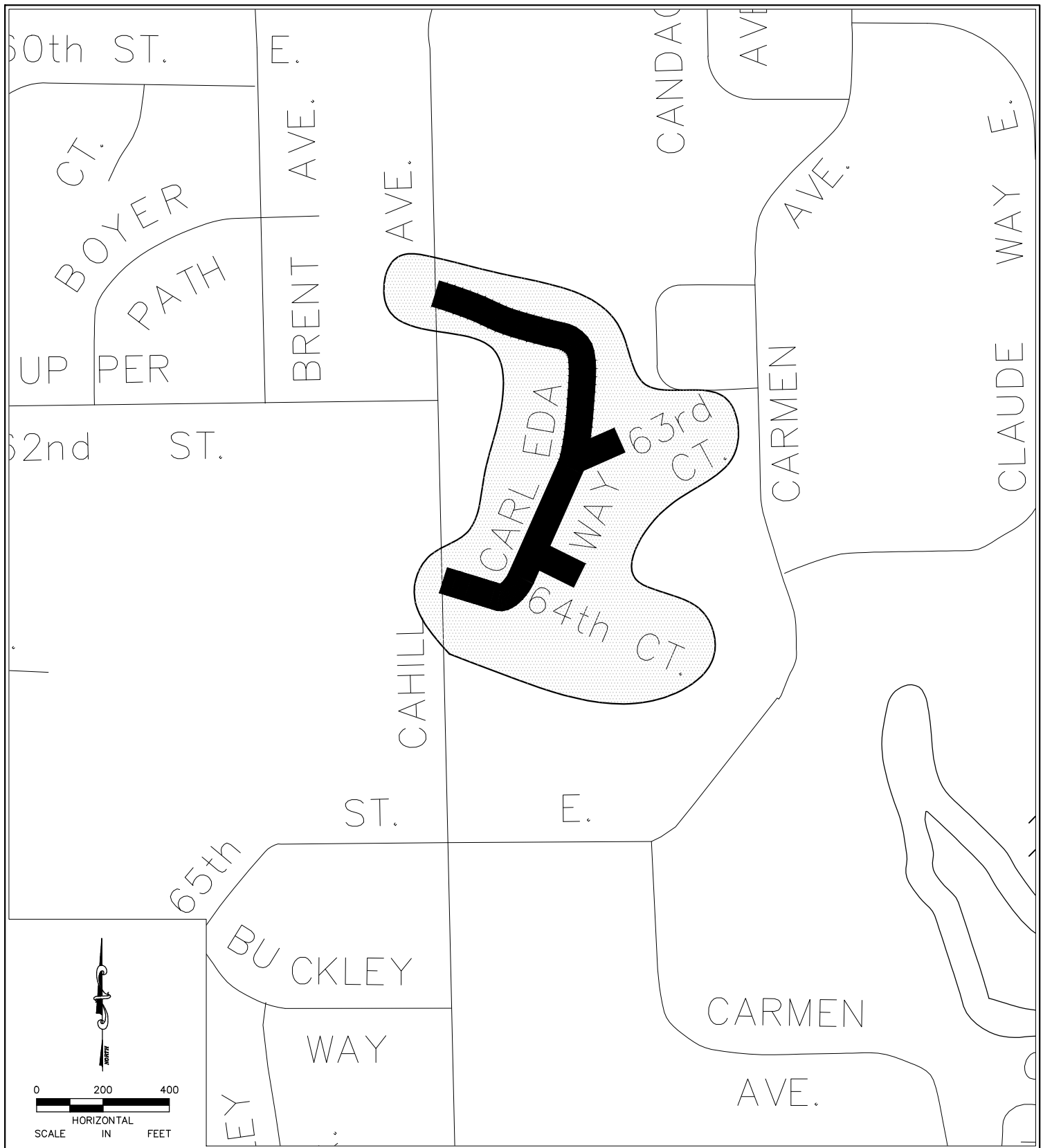
Based upon the analysis completed as a part of this report, the proposed Carleda Way Street Reconstruction and Utility Improvements, City Project 2016-09F is feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council accepts this feasibility report on March 8, 2021 and orders a public hearing for April 12, 2021.
- B. After receiving the appropriate staff reports, staff information, and public hearing input, the Council makes a decision on the approval or rejection of the proposed improvements.

APPENDICES

APPENDIX A – EXHIBITS



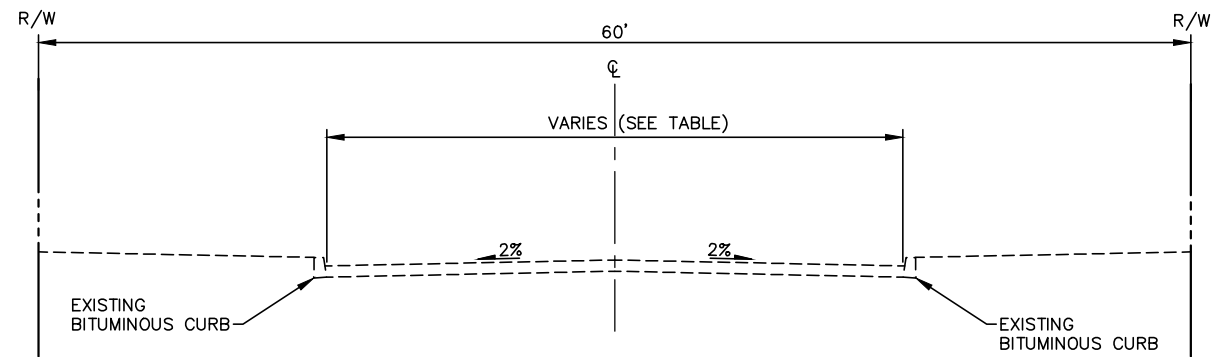
Kimley»Horn

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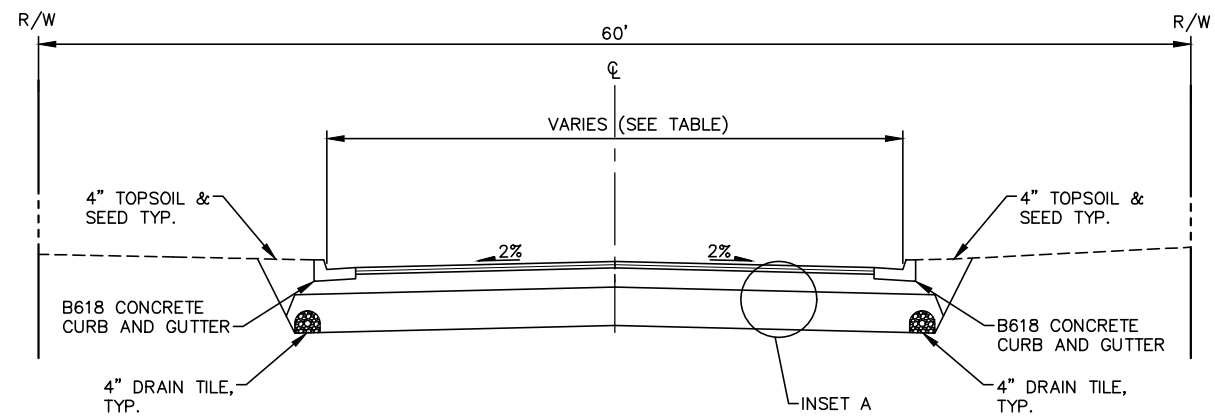
LOCATION MAP

CARLEDA WAY AREA STREET RECONSTRUCTION
AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F
EXHIBIT 1

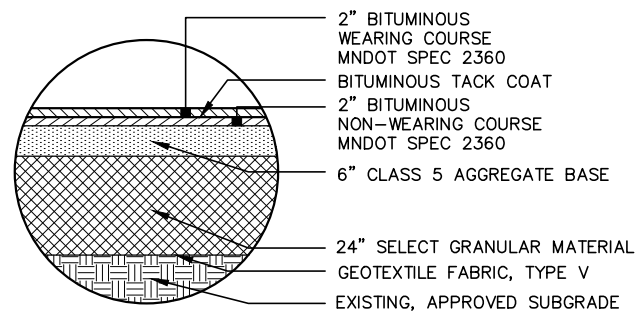
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EXISTING TYPICAL STREET SECTION

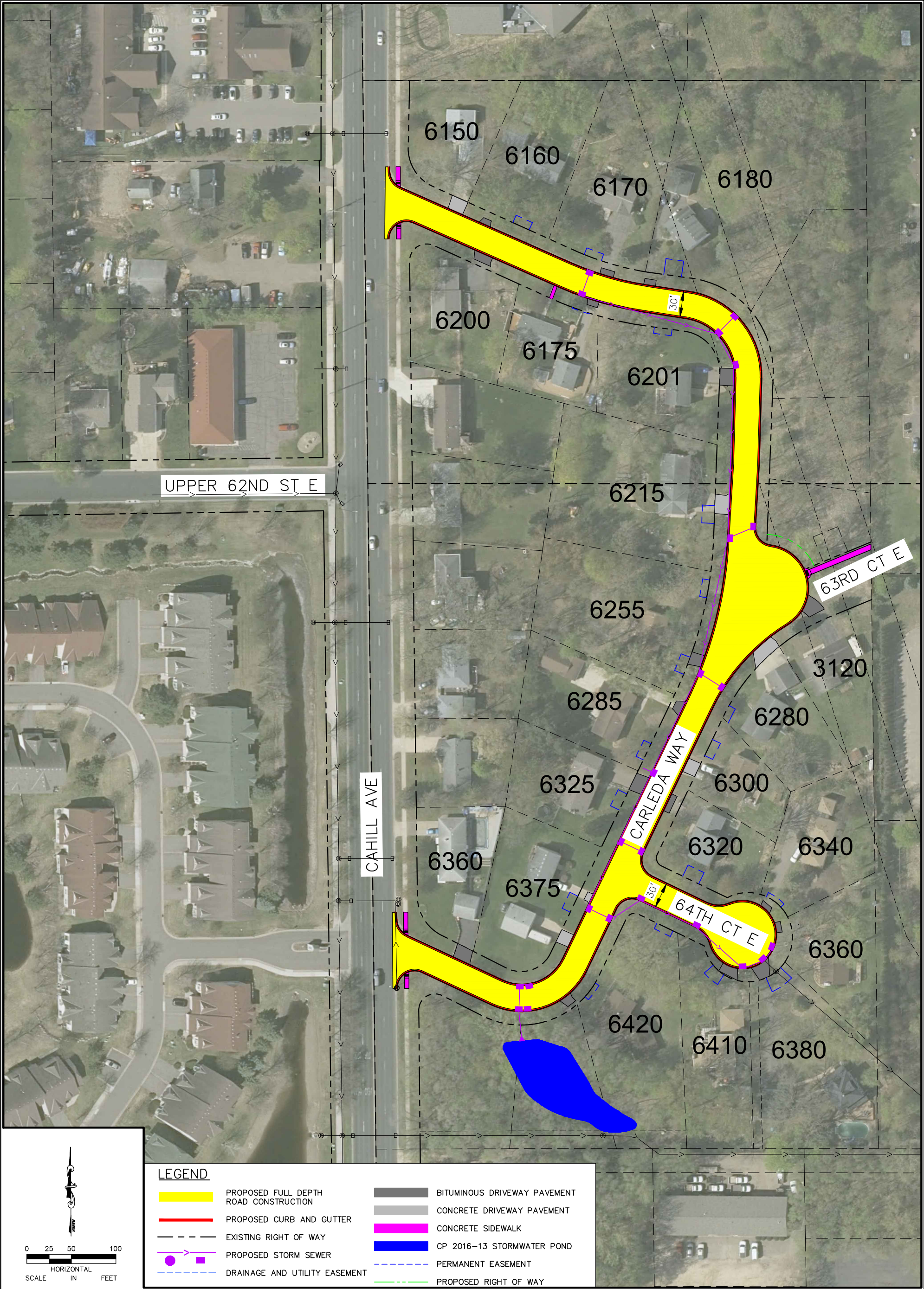


PROPOSED TYPICAL STREET SECTION



INSET A
PROPOSED PAVEMENT SECTION

STREET WIDTH TABLE		
STREE NAME	EXISTING WIDTH	PROPOSED WIDTH
CARLEDA WAY	30'	30'
63RD CT E	34'	CUL-DE-SAC
64TH CT E	30'	30'

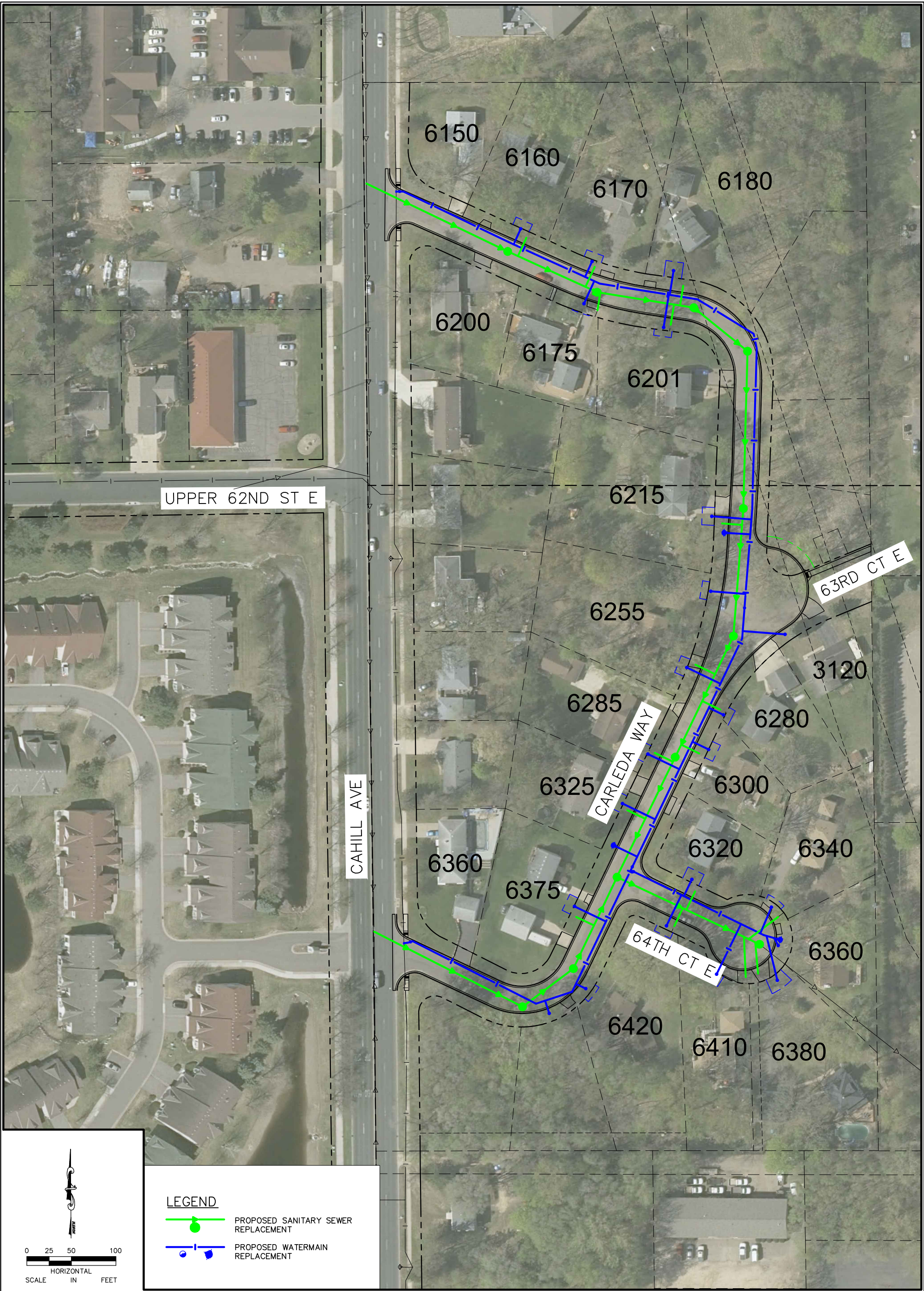


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STREET AND STORM SEWER IMPROVEMENTS MAP

CARLEDA WAY AREA STREET RECONSTRUCTION AND
UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F
EXHIBIT 3

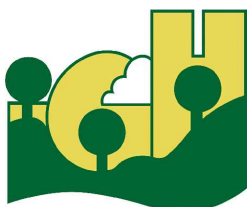
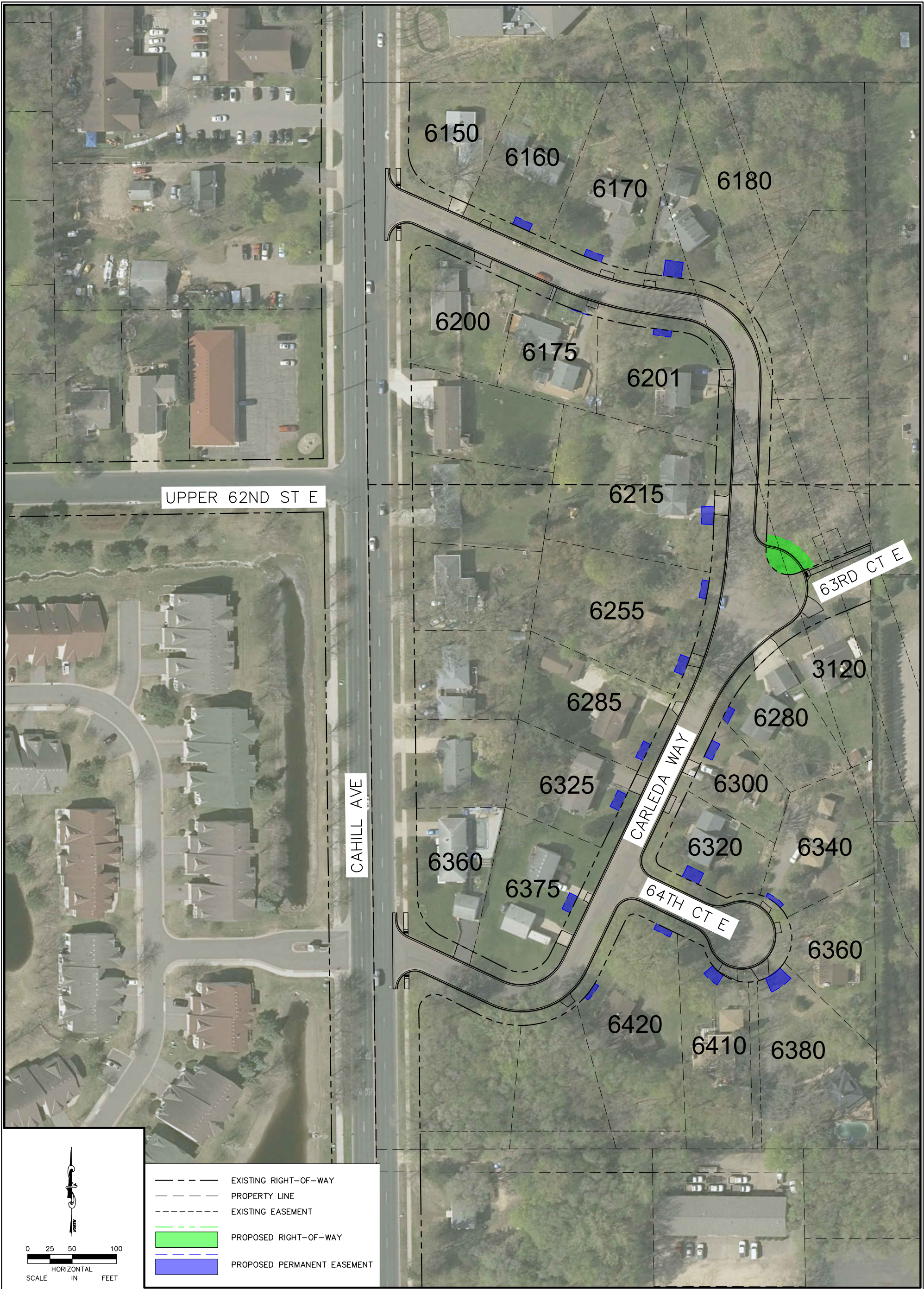


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UTILITY IMPROVEMENTS MAP

CARLEDA WAY AREA STREET RECONSTRUCTION AND
UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F
EXHIBIT 4

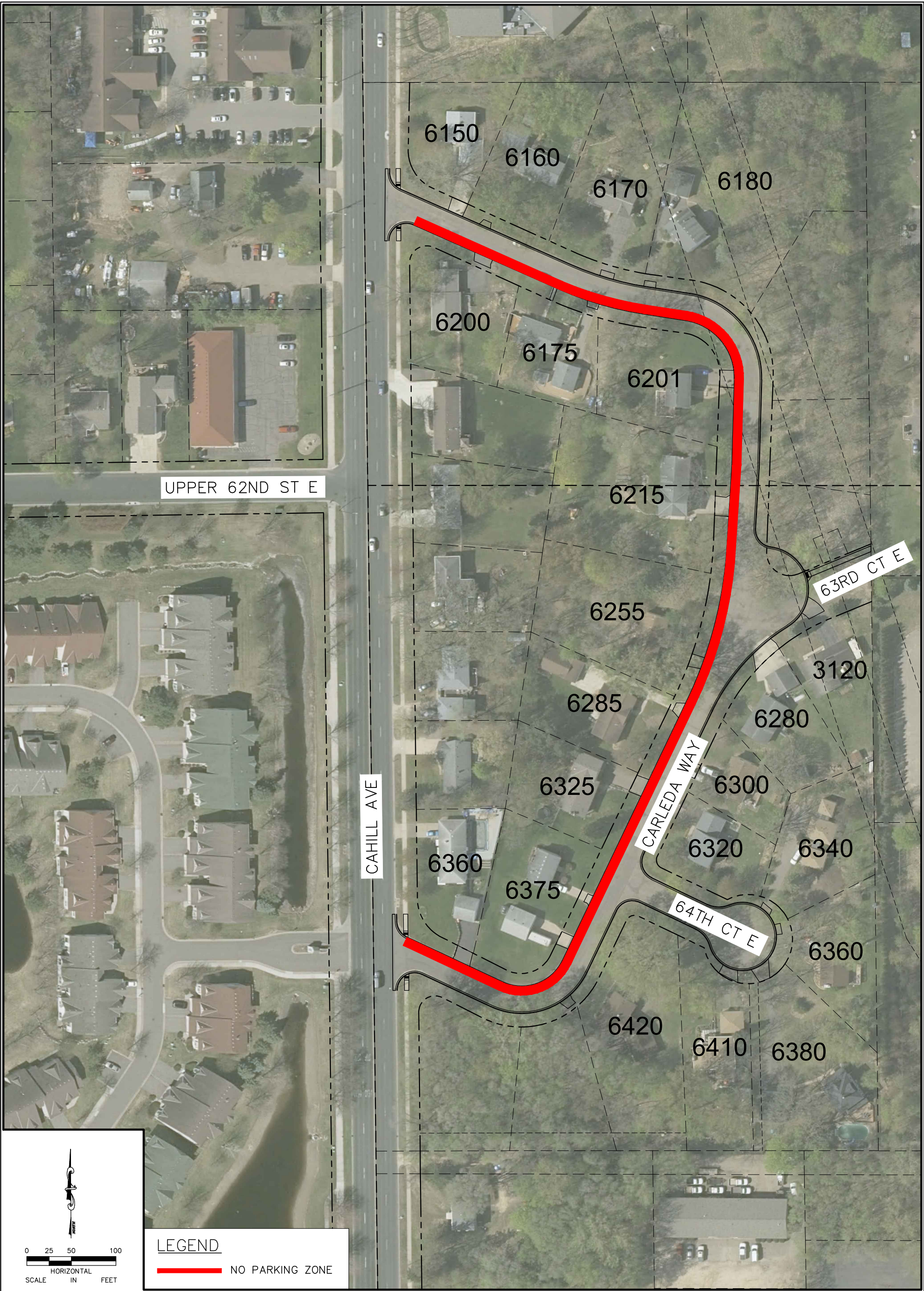


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EASEMENT ACQUISITION MAP

CARLEDA WAY AREA STREET RECONSTRUCTION AND
UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F
EXHIBIT 5



ON-STREET PARKING RESTRICTIONS MAP

CARLEDA WAY AREA STREET RECONSTRUCTION AND
UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F
EXHIBIT 6

APPENDIX B – DETAILED COST ESTIMATES

FIGURE 1A

**CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09F**

**CARLEDA WAY AREA RECONSTRUCTION
& UTILITY IMPROVEMENTS**

ESTIMATED COSTS

2016-09F Improvements Summary

Roadway Improvements	\$ 1,053,000
Storm Sewer Improvements	\$ 286,000
Sanitary Sewer Improvements	\$ 381,000
Watermain Improvements	\$ 521,000

Total CP 2016-09F Improvements Cost	\$ 2,241,000
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FIGURE 1B

**CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09F**

CARLEDA WAY AREA RECONSTRUCTION AND UTILITY IMPROVEMENTS

ESTIMATED COSTS - STREET IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	MOBILIZATION	LS	1	\$ 38,000	\$ 38,000
2	CLEARING AND GRUBBING	LS	1	\$ 5,000	\$ 5,000
3	REMOVE BITUMINOUS CURB (CONCRETE AND BITUMINOUS)	LF	3,700	\$ 7	\$ 25,900
4	REMOVE BITUMINOUS PAVEMENT	SY	6,200	\$ 4	\$ 24,800
5	REMOVE DRIVEWAY PAVEMENT	SY	5,100	\$ 9	\$ 45,900
6	REMOVE CONCRETE SIDEWALK	SF	500	\$ 4	\$ 2,000
7	MISCELLANEOUS REMOVALS	LS	1	\$ 25,000	\$ 25,000
8	COMMON EXCAVATION	CY	7,800	\$ 15	\$ 117,000
9	SUBGRADE EXCAVATION	CY	400	\$ 18	\$ 7,200
10	CLASS 5 AGGREGATE BASE (6")	TON	2,300	\$ 16	\$ 36,800
11	SELECT GRANULAR BORROW (24")	CY	5,000	\$ 18	\$ 90,000
12	GEOTEXTILE FABRIC TYPE V	SY	8,200	\$ 2	\$ 16,400
13	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (C) (2")	TON	800	\$ 68	\$ 54,400
14	TYPE SP 12.5 WEARING COURSE MIXTURE (C) (2")	TON	800	\$ 70	\$ 56,000
15	BITUMINOUS DRIVEWAY MIXTURE	TON	100	\$ 160	\$ 16,000
16	B618 CURB AND GUTTER	LF	3,500	\$ 16	\$ 56,000
17	4" DRAIN TILE	LF	3,500	\$ 8	\$ 28,000
18	CONCRETE DRIVEWAY PAVEMENT	SY	250	\$ 60	\$ 15,000
19	CONCRETE SIDEWALK PAVEMENT	SF	1,000	\$ 8	\$ 8,000
20	MISCELLANEOUS CITY ALLOWANCES	LS	1	\$ 20,000	\$ 20,000
21	TRAFFIC CONTROL	LS	1	\$ 8,000	\$ 8,000
22	TURF ESTABLISHMENT (SEED)	SY	5,500	\$ 2	\$ 11,000
23	BOULEVARD TOPSOIL BORROW (4")	CY	600	\$ 35	\$ 21,000
24	FLEXTERRA	LB	2,500	\$ 3	\$ 7,500
25	EROSION CONTROL	LS	1	\$ 10,000	\$ 10,000
26	SIGNING	LS	1	\$ 2,500	\$ 2,500
Subtotal					\$ 747,400
10% Construction Contingency					\$ 75,000
28% Indirect Cost					\$ 230,000
Total Street Improvements Cost					\$ 1,053,000

FIGURE 1C

CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09F

CARLEDA WAY AREA RECONSTRUCTION AND UTILITY IMPROVEMENTS

ESTIMATED COSTS - STORM SEWER IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1	MOBILIZATION	LS	1	\$ 9,300	\$ 9,300
2	REMOVE STORM SEWER STRUCTURE	EA	17	\$ 500	\$ 8,500
3	REMOVE STORM SEWER PIPE	LF	1,400	\$ 15	\$ 21,000
4	STORM SEWER MANHOLE/CATCH BASIN	EA	19	\$ 3,200	\$ 60,800
5	CONNECT TO EXISTING STORM SEWER	EA	1	\$ 1,500	\$ 1,500
6	STORM SEWER PIPE	LF	1,700	\$ 60	\$ 102,000
Subtotal					\$ 203,100
10% Construction Contingency					\$ 20,000
28% Indirect Cost					\$ 62,000
Total Storm Sewer Improvements Cost					\$ 286,000

FIGURE 1D

**CITY OF INVER GROVE HEIGHTS
CITY PROJECT 2016-09F**

CARLEDA WAY AREA RECONSTRUCTION AND UTILITY IMPROVEMENTS

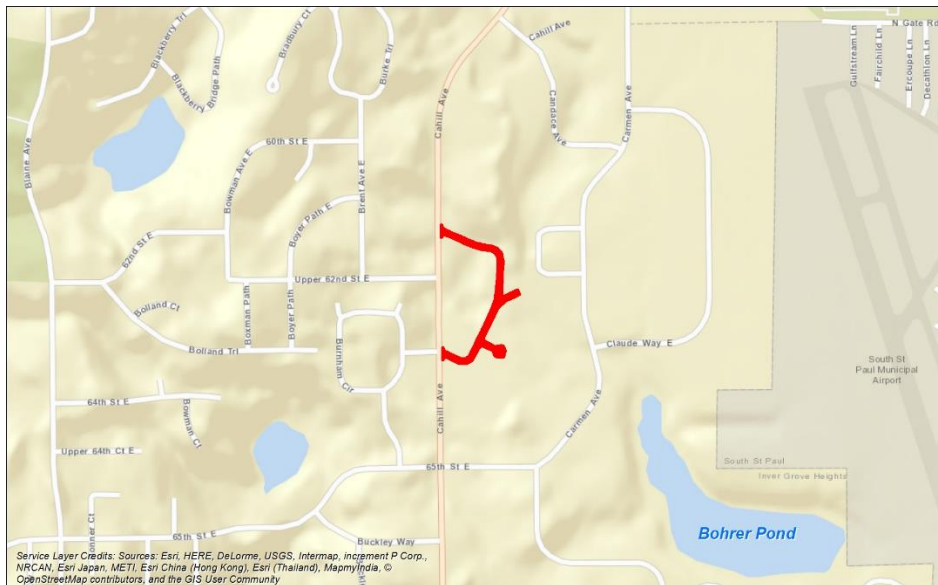
ESTIMATED COSTS - UTILITY IMPROVEMENTS

<u>Item No.</u>	<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
SANITARY SEWER IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 14,000	\$ 14,000
2	REMOVE SANITARY SEWER MANHOLE	EA	11	\$ 1,500	\$ 16,500
3	REMOVE SANITARY SEWER PIPE	LF	700	\$ 10	\$ 7,000
4	REMOVE SANITARY SEWER SERVICE PIPE	LF	1,750	\$ 10	\$ 17,500
5	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	2	\$ 2,000	\$ 4,000
6	8" PVC SANITARY SEWER	LF	1,750	\$ 60	\$ 105,000
7	8" X 4" PVC WYE	EA	21	\$ 500	\$ 10,500
8	INSULATION	SY	200	\$ 35	\$ 7,000
9	BYPASS PUMPING	LS	1	\$ 10,000	\$ 10,000
10	SANITARY SEWER MANHOLE	EA	11	\$ 4,000	\$ 44,000
11	SANITARY SEWER SERVICE PIPE	LF	700	\$ 50	\$ 35,000
	Subtotal				\$ 270,500
	10% Construction Contingency				\$ 27,000
	28% Indirect Cost				\$ 83,000
	Total Sanitary Sewer Improvements Cost				\$ 381,000
WATERMAIN IMPROVEMENTS					
1	MOBILIZATION	LS	1	\$ 14,000	\$ 14,000
2	REMOVE WATER SERVICE PIPE	LF	900	\$ 10	\$ 9,000
3	REMOVE WATERMAIN	LF	1,750	\$ 10	\$ 17,500
4	REMOVE HYDRANT AND VALVE	EA	3	\$ 1,500	\$ 4,500
5	REMOVE GATE VALVE	EA	4	\$ 500	\$ 2,000
6	TEMPORARY WATER SERVICE	LS	1	\$ 30,000	\$ 30,000
7	CONNECT TO EXISTING WATERMAIN	EA	2	\$ 1,500	\$ 3,000
8	8" DIP WATERMAIN	LF	1,750	\$ 60	\$ 105,000
9	WATER SERVICE PIPE	LF	900	\$ 45	\$ 40,500
10	CURB BOX AND STOP	EA	25	\$ 500	\$ 12,500
11	HYDRANT AND VALVE	EA	3	\$ 7,500	\$ 22,500
12	8" GATE VALVE	EA	5	\$ 2,500	\$ 12,500
	Subtotal				\$ 273,000
	10% Construction Contingency				\$ 27,000
	Right of Way Acquisition and Property Cost				\$ 137,000
	28% Indirect Cost				\$ 84,000
	Total Watermain Improvements Cost				\$ 521,000
	Total Sanitary Sewer and Watermain Improvements Cost				\$ 902,000

APPENDIX C – DRAINAGE ANALYSIS MEMO

City Project 2016-09F: Carleda Way Area Street Reconstruction and City Project 2016-13: Cahill Trunk Drainage Study

Preliminary Stormwater Report
Inver Grove Heights, MN



Prepared For:



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

Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
767 N. Eustis Street
Suite 100
Saint Paul, MN 55114
(651) 645-4197

Original Report December 2015; Revised April 27, 2020

TABLE OF CONTENTS

SECTION 1: INTRODUCTION AND BACKGROUND 1

A. INTRODUCTION.....1

B. WATERSHED.....1

C. MODEL DEVELOPMENT2

SECTION 2: MODEL RESULTS..... 4

A. EXISTING CONDITIONS4

B. PROPOSED CONDITIONS5

C. RECOMMENDATION6

FIGURES

Figure 1-1: Studied Drainage System.....2

Figure 1-2: Watershed Land Cover3

ATTACHMENTS

- Attachment 1 Existing Conditions
- Attachment 2 Proposed Conditions

SECTION 1: INTRODUCTION AND BACKGROUND

A. Introduction

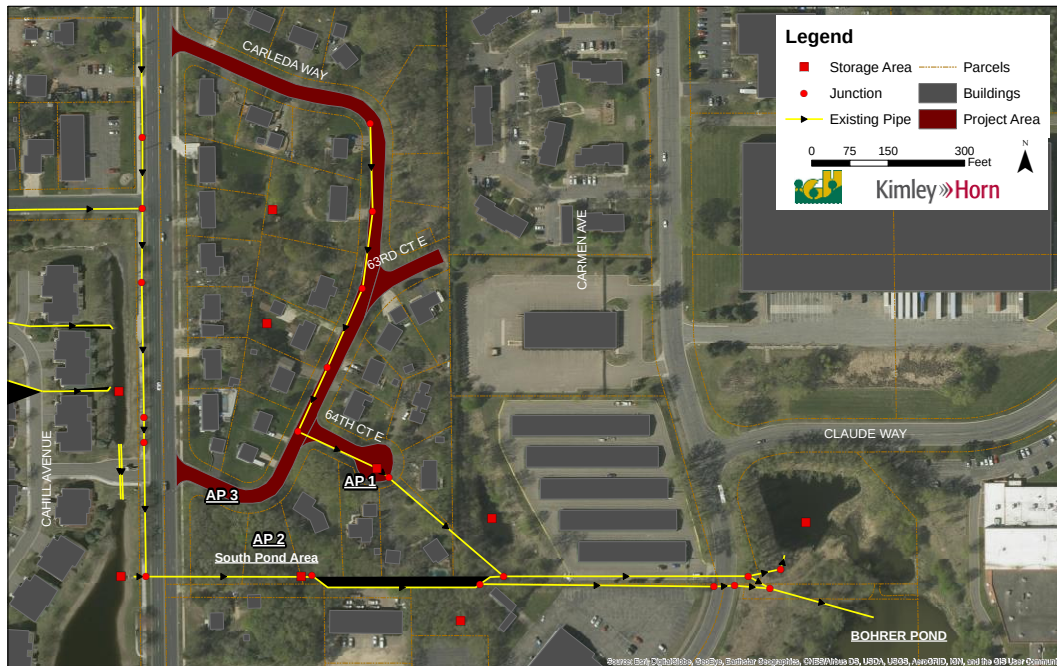
The City of Inver Grove Heights seeks to reconstruct several residential roadways in poor condition east of Cahill Ave; those streets include Carleda Way, 63rd Ct E, and 64th Ct E. As part of the roadway improvements, the existing stormwater drainage system was analyzed to determine if the current system is adequate and if any improvements to the system can be identified and included in the scope of the roadway reconstruction project.

This area was the subject of a previous hydrologic/hydraulic study in 2015 (*City Project 2016-09F: Carleda Way Area Street Reconstruction*, December 2015). This report provides an update to that study and includes a summary of the methodology, findings, and recommendations of the updated analysis.

B. Watershed

The project area is located in the South Grove Drainage Basin per the City of Inver Grove Heights Water Resources Management Plan. Generally, the study area ultimately drains to Bohrer Pond east of the project area. The drainage system along the project roadways outfall into a trunk storm sewer system that also services Cahill Avenue. The trunk line discharges into a constructed pretreatment forebay east of Carmen Avenue before outfalling into Bohrer Pond. Since the Carleda Way drainage system is hydraulically connected to the Cahill Avenue trunkline, it is necessary to include that contributing drainage area in this analysis to understand the hydraulic grade line effects from that connected system as shown in **Figure 1-1**. Locations marked with AP # are analysis points to determine effectiveness of the proposed improvements to the project area.

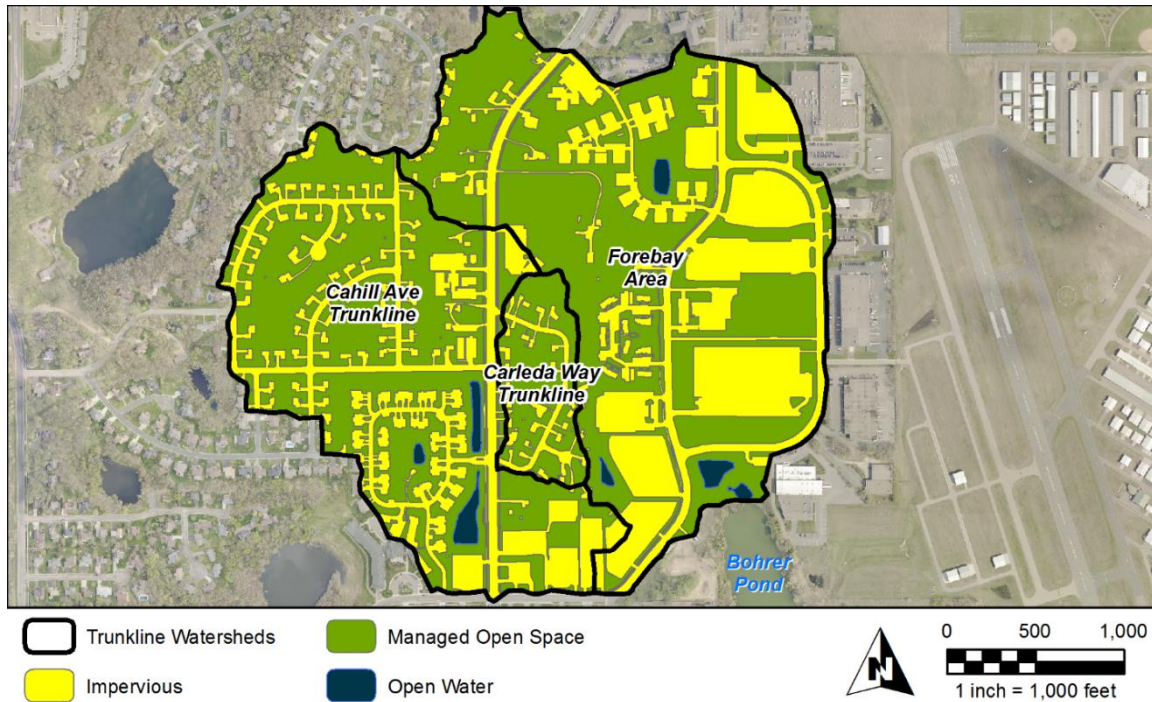
Figure 1-1: Studied Drainage System



C. Model Development

The drainage analysis was performed using the dynamic wave module of PCSWMM engine v5.1.013. Modeled parameters for conduits and junctions were based on as-built drawings provided by the City with their spatial locations identified by the City's stormwater infrastructure geodatabase. Topographic Survey of Carleda Avenue, 63rd Court, and 64th Court was also collected and incorporated into the modeling. Catchment areas were delineated in GIS using 1 ft LiDAR topography. A detailed hydrologic overlay was created in GIS by tracing impervious boundary lines and can be seen in Figure 1-2 below. This land cover area, as shown in **Figure 1-2**, was then overlaid with the Dakota County NRCS soils layer to generate discrete pervious area composite CN's for each catchment area. Basin slope was generated using GIS spatial analyst to sum average slope of each catchment.

Figure 1-2: Watershed Land Cover



Weir overflows were added to storage areas with overland flow locations. Gutter overflow channels were added connecting junctions susceptible to surcharging above their rim elevations. The gutter overflow channels also allow bypass flow at catch basin inlets to be modeled accurately. Node maximum depths were set above rim elevations to avoid junction node ponding and allow for overland flow to storage units. Based on the geotechnical report provided by AET, underlying soil infiltration rates of 0.2 in/hr were too low and considered negligible to be added to storage units.

The downstream boundary condition was set to a static water surface elevation of 804.1 ft to represent the HWL of Bohrer Pond. The design storm was the 100-yr 24hr SCS Type II distribution. Rainfall depth of 7.43 inches (100-yr storm) according to NOAA Atlas-14 for Inver Grove Heights.

SECTION 2: MODEL RESULTS

A. Existing Conditions

The existing conditions model identifies several areas exhibiting flooding during the 100-yr storm. **Figure A** in **Appendix A** shows the depth of flooding at the three primary areas of concern in the study area. The most significant flooding is present at 64th Ct E and extends west into portions of Carleda Way. This flooding results in excess of one foot of flooding depth at the structure of 6320 Carleda Way and the garage at 6410 64th Ct E.

There are several issues that contribute to this flooding. The trunk storm lines carrying flow from 64th Ct E and Cahill Avenue do not have capacity to carry the full 100-yr peak discharge. This causes the inlets at the Cahill Avenue and Carleda Way intersection to surcharge and overflow down Carleda Way to 64th Ct E. The existing catch basins in the cul-de-sac at 64th Ct E are overcapacity. Since the cul-de-sac is located at a low point with no overland outflow location, it acts as a ponded storage area.

Additional flooding areas in the project study area include localized low areas behind houses on the west side of Carleda Way as detailed below.

- The northern low area is located directly south of 6175 Carleda Way. It collects runoff from localized backyard areas and Carleda Way via the backflow driveway condition at 6175 Carleda Way.
- The southern low area is a small depression at 6285 Carleda Way that collects only runoff from the immediate residential backyard areas. No public roadway runoff enters contributed to the south low area.

These low areas do not have drainage infrastructure to outlet stormwater and rely on a combination of evapotranspiration, infiltration to groundwater and overland flow to remove ponded water.

Based on existing conditions modeling, the north low area high water levels do not extend to any homes or structures of the adjacent residential properties. For the south low area, high water levels extend to an elevation of 823.4' and an estimated 1.4 feet of flooding relative to the garage floor elevation at 6285 Carleda Way.

B. Proposed Conditions

The overall goal of this analysis was to identify feasible and costs effective improvements that would reduce the extent of flooding in the area. A secondary goal was to evaluate the potential for combining water quality improvements with recommended flood reduction features and to explore stand-alone water quality improvements for the drainage system to Bohrer Pond.

Recommended improvements are illustrated in **Figure B** in **Appendix A** and consist of the following recommendations to address both the primary and secondary goals:

- Extend the storm sewer system north and west along Carleda Way to a point upstream of the driveway at 6175 Carleda Way and install catch basins to capture runoff that currently flows down the residential driveway. Additionally, modify the existing driveway to provide a 6-inch depth driveway apron to prevent public water from back-draining down the driveway.
- Modify the profile of Carleda Way at the norther intersection with Cahill Avenue to prevent by-pass drainage from draining down Carleda Way.
- Install high capacity inlets at the 64th Ct E cul-de-sac (AP 1) to reduce flooding potential for remaining water that bypasses the existing Carleda catchbasin inlets during extreme storm events.
- Expand the existing storage capacity of the South Pond Area (AP 2 as shown in Figure 1-1). Construct the expanded South Pond Area as a filtration basin to treat runoff from contributing impervious surfaces of the project area and additional treatment for diverted low flows from Cahill Avenue and other upstream contributing areas. Install a pretreatment structure ahead of the low flow diversion outlet from the Cahill Avenue area. It is recommended that a future design phase attain geotechnical borings in this area to review the suitability of this area as an infiltration basin.
- Installation of high capacity inlets to capture overland flow from south curve of Carleda Way (AP 3) and direct that flow to the expanded South Pond Area. Install a pretreatment drop structure to manage potential erosion at the inlet to the South Pond Area and provide pretreatment to meet the City of Inver Grove Heights standards.
- During the final design stages of the project, the City should make contact with the resident at 6285 Carleda Way to better understand the extent of historic drainage issues and high-water levels experienced in the backyard area. It is feasible to extend storm sewer from the Carleda Way storm sewer system to this low area and reduce the high-water levels. If the property owner is willing to grant the City (at no cost) access/easement to extend storm sewer to the backyard and install an outlet from the backyard area, we recommend this be explored further during final design.

By introducing the overland flow diversion at AP 3 and installing high-capacity inlets at AP 1, the 100-year, 24-hr HWL in the cul-de-sac is reduced by approximately 3.2' to an elevation of 815.2'. Grading the South Pond Area to maximize the storage in the available area allows additional drainage area to be diverted away from the cul-de-sac to help further reduce the flooding. Introducing water quality treatment in the form of filtration into the expanded basin also provides improved water quality treatment upstream of Bohrer Pond.

While not required for this project, water quality treatment options were evaluated based on the treatment volume they would provide. Using a typical approach to treat 1-inch or runoff volume applied to all new and reconstructed impervious surfaces results in a water quality treatment volume goal of 4,356 cubic feet (CF). Grading the pond area and setting the outlet at 817.0 allows for a treatment volume of up to 14,600 CF. While most of the runoff from the impervious surface from the direct project area will not enter the proposed filtration pond, low flows from Cahill Avenue could be diverted into the pond and be treated. Bohrer Pond, the receiving water for the system, is impaired and increased treatment of inflows would benefit the water quality of Bohrer pond.

C. Recommendation

It is recommended that the City work towards implementation of all improvements during the Carleda Way roadway rehabilitation project. The improvements will reduce flooding concerns at 64th Ct E and the backyard area south of 6175 Carleda Way. Due to the downstream benefits to Bohrer Pond from the recommended filtration basin, it is also recommended that the City explore external funding options including PSIG grant and SWCD grant funding.

Figure A - Existing Conditions

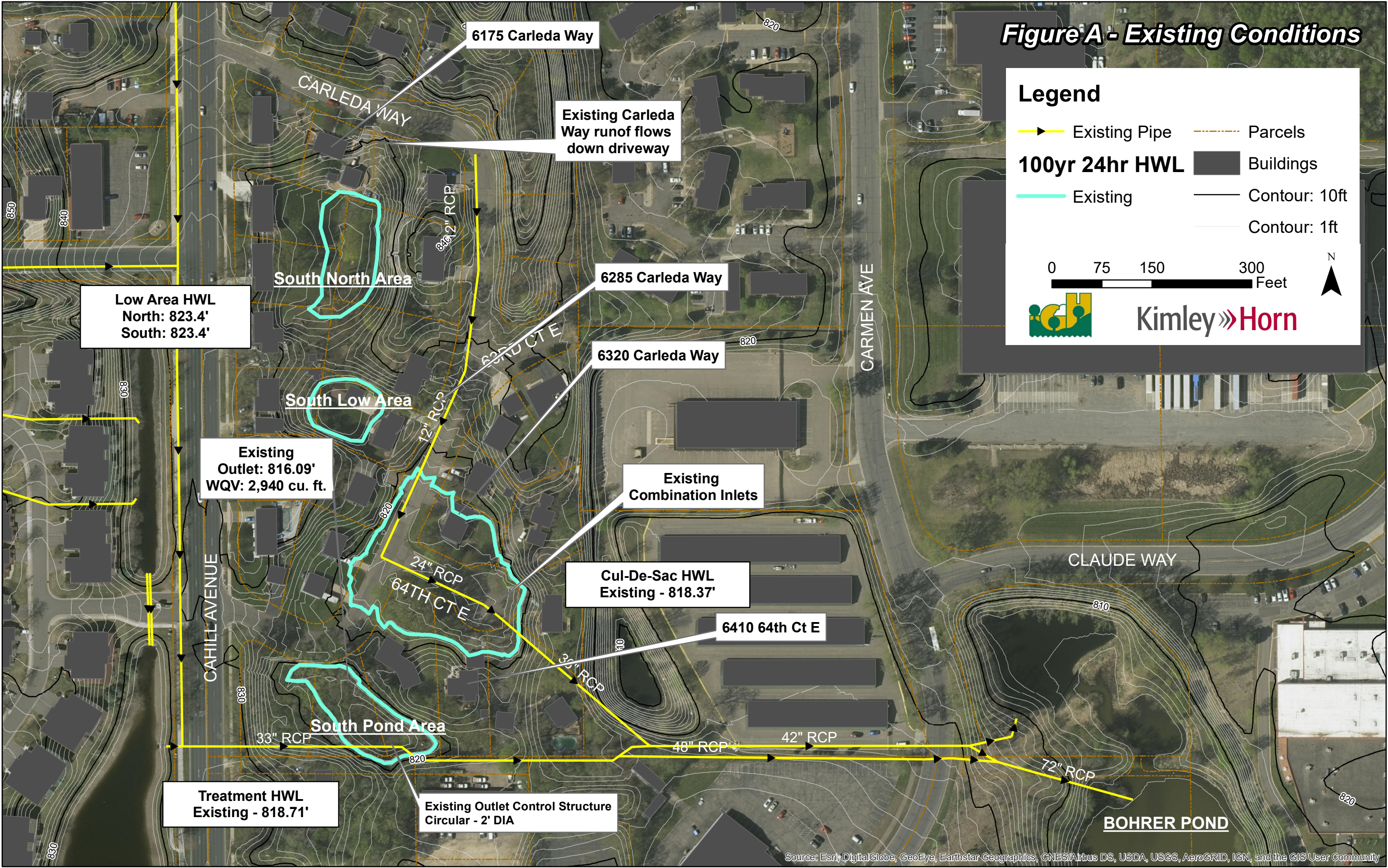
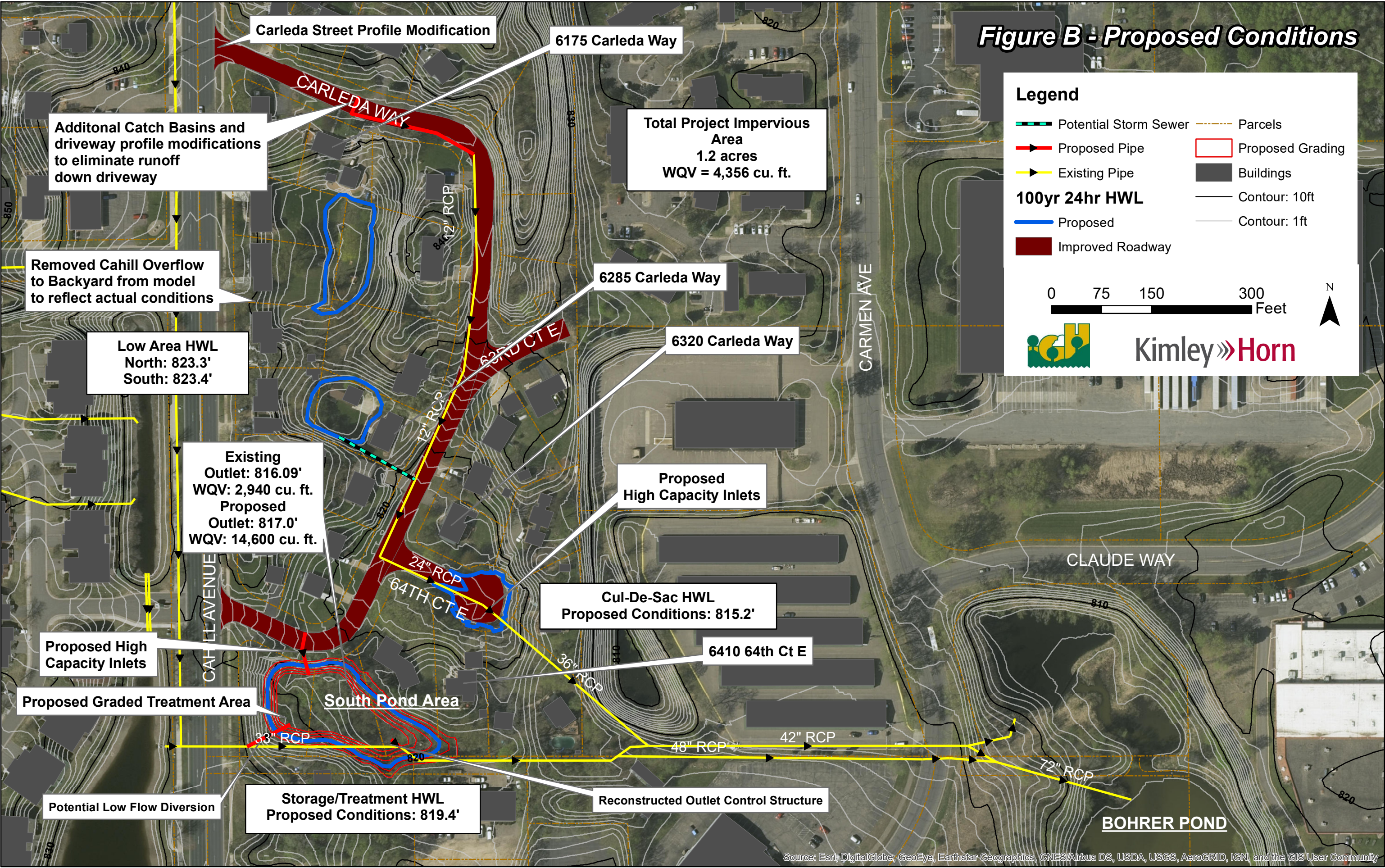


Figure B - Proposed Conditions



APPENDIX D – OPEN HOUSE SUMMARY AND SURVEY RESPONSES

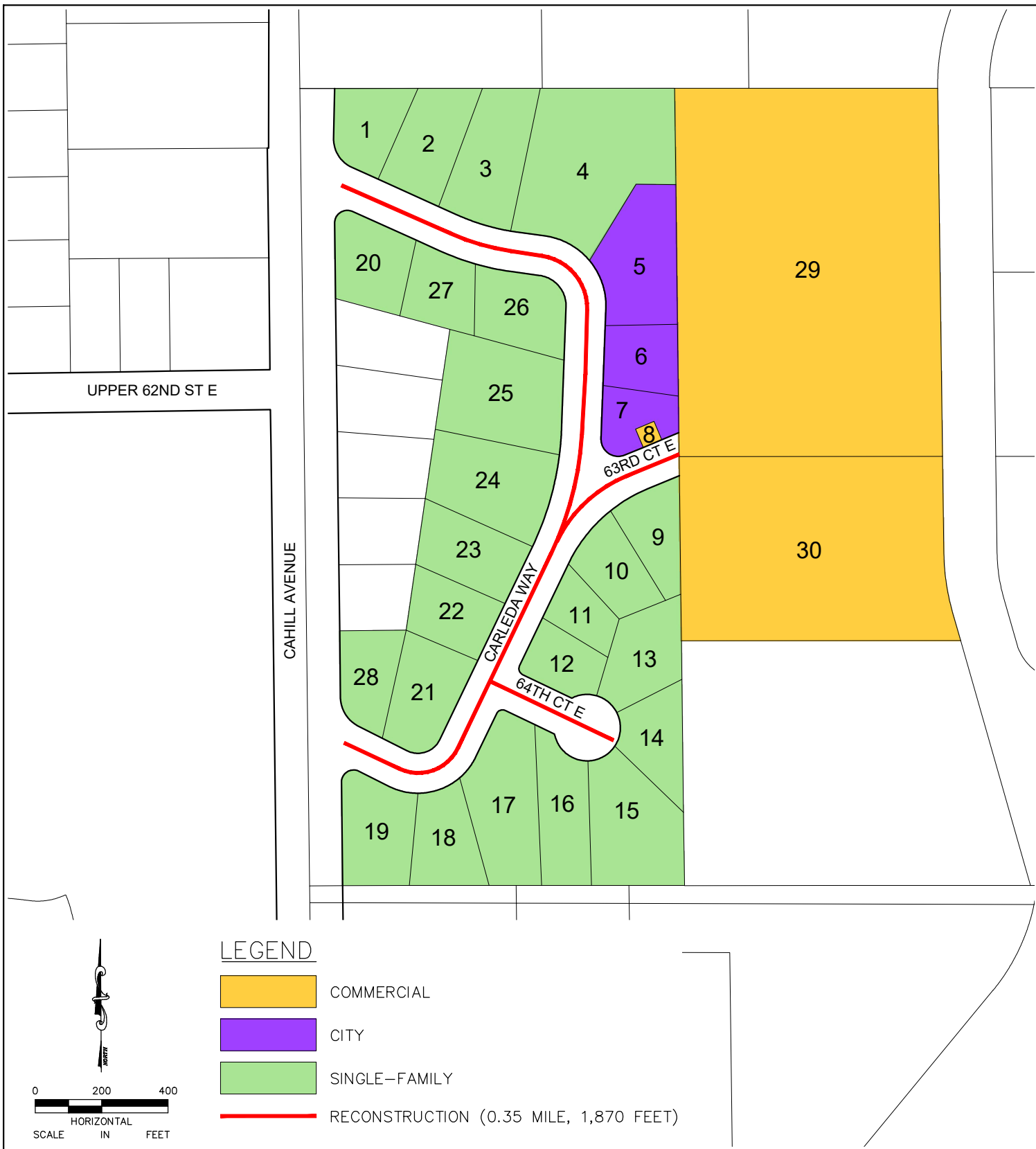
February 24, 2021 Open House Questions

Question	Question Response (Abbreviated)
At 6175 we have major drainage/erosion issues washing out our driveway and side yard. Will there be more storm drains installed when the street is done?	The City is planning to extend storm sewer catch basins upstream of the 6175 Carleda Way driveway to capture street water before the driveway. The City will also further investigate gutter and driveway apron modifications to limit stormwater from flowing onto private property and maintain the flow in the street.
Resident Comments Received by Staff	
Owner and Address	Summary of Comments
Jay Reis (6180 Carleda Way)	Why is this project necessary? What will the assessments be for this project? Jay is not in support of the project and does not feel it is necessary at this time. Jay does not feel it is appropriate at this time to ask residents to cost share for an improvement project with the financial hardships being experienced due to COVID.
Steve Williams (6380 Carleda Way)	Inquired about what the scope of the improvements were for the project. Noted would be watching the open house meeting virtually.
Sandra Haviland (6325 Carleda Way)	Inquired about what the scope of the improvements were for the project. Asked specifically about if sidewalk and lighting improvements would be included with the project.

CP 2016-09F - SUMMARY OF QUESTIONNAIRE RESPONSES

Property Address	Owner Name	Sump Pump and Information	Sanitary Sewer Service Issues	Private Underground Facilities	Property Drainage/Erosion Issues	Survey Year	Additional Comments
6160 Carleda Way	Todd Ahrens	N	N	N	Y	2015	Yes, in the Spring, water builds up in the back yard. A drain was installed between the houses was installed before I moved in. Not sure where it drains to.
6180 Carleda Way	Jeff Leif	N	-	N	N	2015	-
6420 Carleda Way	Mark Blaisdell	N	N	N	N	2015	-
6215 Carleda Way	Tamara Martin	N	N	N	N	2015	-
6410 64th Court East	William Seymour	N	N	N	N	2015	-
6175 Carleda Way	John Runyon	N	N	N	N	2015	Yes, my garage is located below street level. The street curb grade runs all the water down my driveway. I don't believe the grading of the road should exit water onto my driveway.
6200 Cahill Avenue	Frank and Susan Hammarsten	N	-	N	N	2021	-
6160 Carleda Way	Todd Ahrens	N	-	N	Y	2021	Two underground drains go between the house. They move water in the spring melt and heavy rains. Any questions please contact tahrens@allstatepeterbiltgroup.com.
6420 Carleda Way	Mark and Elena Blaisdell	N	N	N	Y	2021	-
6410 64th Court East	William and Jacqueline Seymour	N	N	N	N	2021	Do not have a computer or smart phone.
6215 Carleda Way	Eric and Tamara Martin	N	N	N	Y	2021	Drainage issue comes from neighboring property.
6340 64th Court	Michael Wolff	N	N	N	N	2021	What is the reason for doing this? How is this being financed?
6399 Cahill Avenue	Diane D Knuckey	N	N	N	Y	2021	Mail items to Diane D Knuckey, not Richard D Mitcheltree.
6320 Carleda Way	Bogar Mendiola	N	N	N	Y	2021	Water appears in all corners and also the East and North walls.
6280 Carleda Way	Keith and Dawn Morgan	N	N	N	Y	2021	Heavy rains cause the foundation walls to be wet.

APPENDIX E – PRELIMINARY ASSESSMENT ROLL AND MAP



Kimley»Horn

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

PRELIMINARY ASSESSMENT MAP

CARLEDA WAY AREA STREET RECONSTRUCTION
AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F

CARLEDA WAY AREA STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS
CITY PROJECT NO. 2016-09F
PRELIMINARY ASSESSMENT ROLL

Map No.	PID No.	Owner Name	SITE ADDRESS	Per Policy Street and Storm Assessment	Curb Assessment	Total Per Policy Assessment	Total Capped Assessment	Proposed Preliminary Assessment	Assessment Deffered	Notes
1	201950001010	SELMA CECELIA SABA	6150 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
2	201950001020	TODD D & GRETCHEN N AHRENS	6160 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
3	201950001030	TIMOTHY D BAMBENEK	6170 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
4	201950001040	JAY REIS	6180 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
5	201950001050	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$30,390.38	\$3,789.91	\$34,180.29	\$34,180.29	\$34,180.29		
6	201950001060	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$26,276.62	\$3,276.90	\$29,553.52	\$29,553.52	\$29,553.52		
7	201950001070	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$30,857.52	\$3,848.17	\$34,705.69	\$34,705.69	\$34,705.69		
8	201950001080	NORTHERN STATES POWER CO	414 NICOLLET MALL	\$8,758.87	\$1,092.30	\$9,851.17	\$9,851.17	\$9,851.17		
9	201950003010	MATTHEW MENSEN	3120 63RD ST E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
10	201950003020	KEITH & DAWN MORGAN	6280 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
11	201950003030	DALE G ANDERSON	6300 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
12	201950003040	BOGAR MENDIOLA & JANE K JOHNSON	6320 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
13	201950003050	MICHAEL S WOLFF	6340 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
14	201950003060	RICHARD W & CATHLEEN SCHOUMAKER	6360 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
15	201950003070	STEVEN TAFT WILLIAMS & SHERI ANN WILLIAMS	6380 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
16	201950003080	WILLIAM & JACQUELINE SEYMOUR	6410 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
17	201950003090	MARK J & ELENA BLAISDELL	6420 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
18	201950003100	RICHARD D MITCHELTREE, KYLA R & GREGORY C MITCHELTREE	6399 CAHILL AVE	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	X	Assessment dependent on easement acquisition with CP 2016-13
19	201950003110	RICHARD D MITCHELTREE, KYLA R & GREGORY C MITCHELTREE	6399 CAHILL AVE	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	X	
20	201950002030	FRANK E & SUSAN K HAMMARSTEN	6200 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
21	201950002100	AUSTON J REEVES	6375 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
22	201950002110	DANIEL & SANDRA HAVILAND & KRISTINE CIPRA	6325 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
23	201950002120	TIMOTHY Q GAUGHAN & KORINA D TIDGWELL	6285 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
24	201950002140	LINDA M BOLLINGER	6255 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
25	201950002151	ERIC & TAMARA MARTIN	6215 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
26	201950002010	RYAN A KELLEY	6201 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
27	201950002020	JEREMY D & STEPHANIE KEEN	6175 CARLIDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
28	201950002090	RONALD D & LADONNA LUNDBERG	6360 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00		
29	207125001041	PRAIRIE ESTATES LLLP	400 SELBY AVE STE C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		No benefit to property
30	207125001020	SCP GW MINNESOTA LLC	1741 CORPORATE LANDING PKWY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		No benefit to property
						\$505,050.00	\$338,690.67			

**Request for Council Action**

TITLE: Consider a Resolution Approving Plans and Specifications and Authorizing Advertisement for Bids for the 2021 Trunk Utility Extensions, City Project No. 2021-01

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
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:	Klayton Eckles, Interim Public Works Dir.	New FTE requested - N/A	
		Other	X (Sewer & Water Fund)

PURPOSE/ACTION REQUESTED:

Consider a resolution approving plans and specifications and authorizing the advertisement for bids for the 2021 Trunk Utility Extensions, City Project No. 2021-01.

SUMMARY:

On November 23, 2020, the City Council held a public hearing for City Project No. 2021-01 and ordered the final plans and specifications for the project. Final plans and specifications have been prepared by the consultant, Bolton & Menk. This project will include extension of trunk sanitary sewer and trunk watermain to avoid conflicts with the upcoming county roadway projects to Argenta Trail and 70th Street. The estimated project cost for the 2021 Utility Extension Project is \$1,727,921.

To keep this project on schedule for summer 2021 construction, bids need to be advertised at the end of March for a late April bid opening.

Staff recommends that the Council approve plans and specifications and authorize advertisement for bids for the 2021 Trunk Utility Extensions, City Project No. 2021-01.

TJK/kf

Attachments: Resolution

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

**CONSIDER RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT
FOR BIDS FOR THE 2021 TRUNK UTILITY EXTENSIONS
CITY PROJECT NO. 2021-01.**

RESOLUTION NO. 2021-62

WHEREAS, on November 23, 2020, the City Council of the City of Inver Grove Heights passed a resolution ordering the project and authorizing the preparation of plans and specifications for City Project No. 2021-01, 2021 Trunk Utility Extensions; and

WHEREAS, plans and specifications for City Project No. 2021-01, Trunk Utility Extensions have been prepared.

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

1. Plans and specifications for City Project No. 2021-01, 2021 Trunk Utility Extensions, are hereby received and approved.
2. The City Engineer is designated as the engineer for this improvement project and is authorized to advertise for bids with respect to City Project No. 2021-01.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, Minnesota this March 8, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

CONSTRUCTION PLANS FOR

2021 TRUNK UTILITY EXTENSIONS

CITY PROJECT NO. 2021-01



RESOURCE LIST

CITY OF INVER GROVE HEIGHTS

City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

City Engineer:
Tom Kaldunski
651-450-2572
tkaldunski@invergroveheights.org

Assistant City Engineer
Steve Dodge
651-450-2541
sdodge@invergroveheights.org

UTILITIES

Xcel Energy - Gas
Bill Lyunaugh
william.lyunaugh@xcelenergy.com

Xcel Energy - Power Transmission
Bruce Zemke
bruce.m.zemke@xcelenergy.com

Xcel Energy - Distribution
Jeremy Moore
jeremy.a.moore@xcelenergy.com

AT&T
Allen Betz
ab8127@att.com

Magellan Midstream Partners
Adrian Reents
adrian.reents@magellanlp.com

Bruce Krech
bruce.krech@magellanlp.com

Terra Technologies (For Lumen)
Nick Brueggeman
nbrueggemann@terratechllc.net

Terra Technologies (For Level 3)
John Ruff
jruff@terratechllc.net

MCI Communications
Steve Bonczkowski
stephen.bonczkowski@one.verizon.com

ZAYO
Jason Overkamp
jason.overkamp@zayo.com

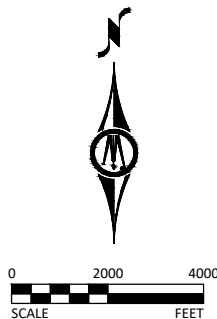
Sprint
Dan Hilliard
dan.j.hilliard@sprint.com

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

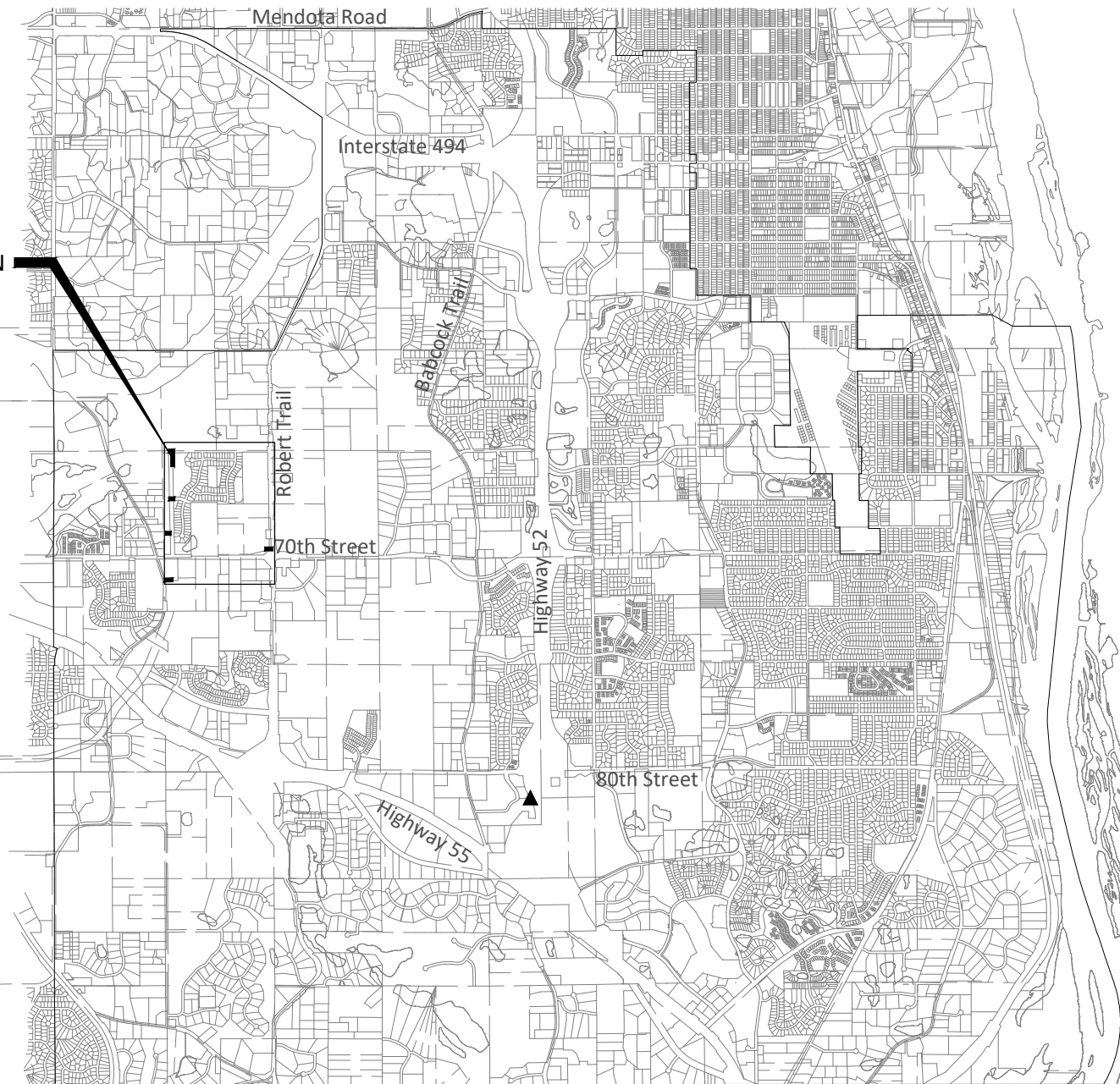
PROJECT LOCATION

MAP OF THE
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MN



MAP LEGEND

- PROJECT LIMITS
- BID LOCATION



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G0.02	LEGEND
G1.01	STATEMENT OF ESTIMATED QUANTITIES
G2.01	LOCATION PLAN
CIVIL	
C0.01-C0.05	EXISTING CONDITIONS & REMOVALS
C2.01-C2.08	EROSION CONTROL
C4.01-C4.04	SANITARY AND WATERMAIN IMPROVEMENTS
C6.01-C6.02	STREET RESTORATION
C8.01-C8.03	STANDARD DETAILS

THIS PLAN SET CONTAINS 27 SHEETS.

REVIEWED & APPROVED _____ CITY ENGINEER _____ DATE: _____

⊕ BM=T.N.H. SE QUAD OF 64TH ST & BLAINE (915.28) NE QUAD OF 64TH ST & BOWMAN (872.07) UPPER 64TH ST TERMINUS (882.17)	PROJECT DATUM: HORIZONTAL: DAKOTA COUNTY NAD-83 (1986) VERTICAL: ASSUMED VERTICAL LOCALLY	RECORD DRAWING INFORMATION	
		OBSERVER:	
		CONTRACTOR:	
		DATE:	
INVER GROVE HEIGHTS, MINNESOTA		SHEET	
TRUNK UTILITY EXTENSIONS		G0.01	
TITLE SHEET			

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

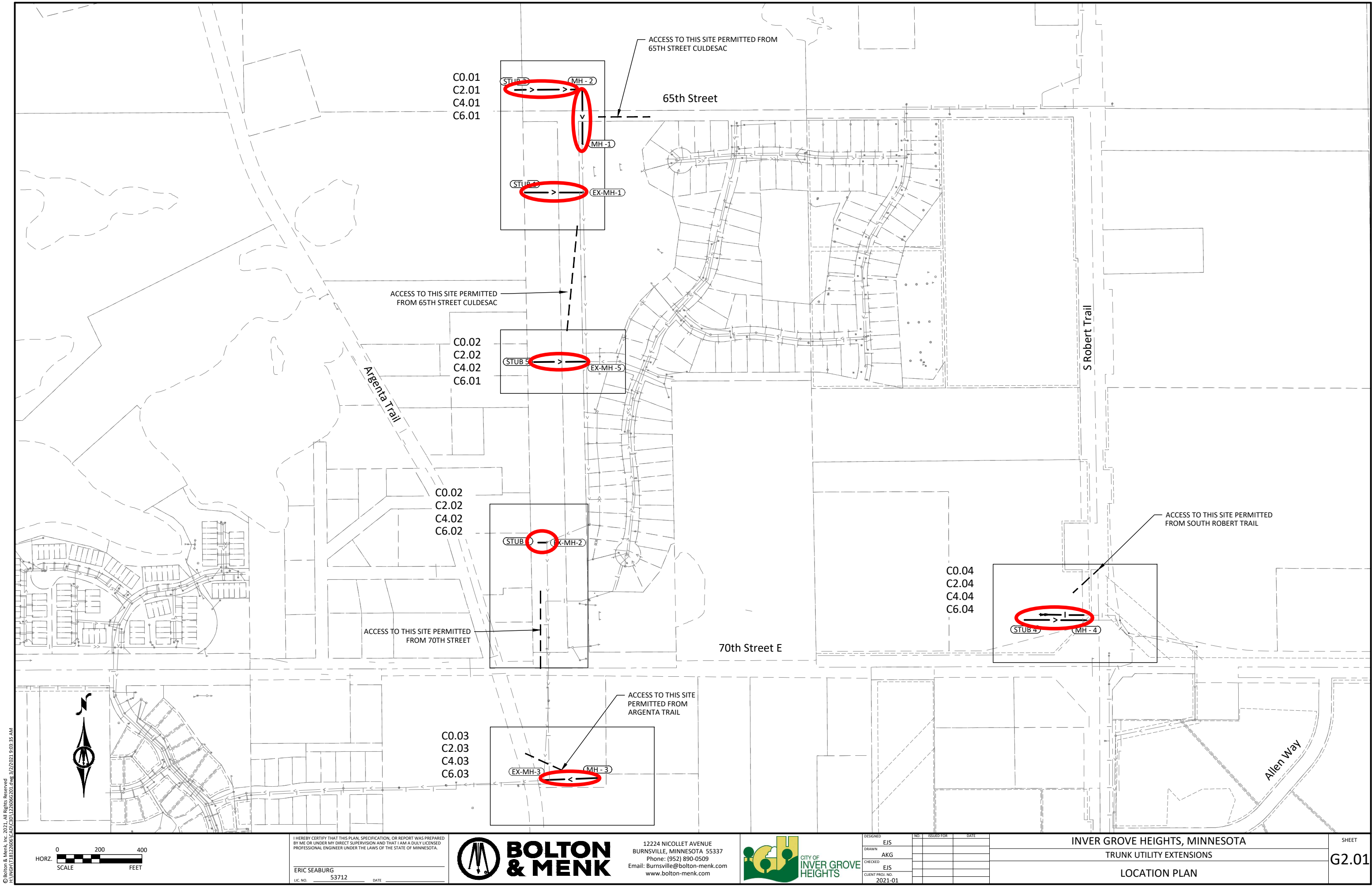
ERIC SEABURG
LIC. NO. 53712 DATE _____



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: BurnsVille@bolton-menk.com
www.bolton-menk.com



DESIGNED	EJS	NO.	ISSUED FOR	DATE
DRAWN	AKG			
CHECKED	EJS			
CLIENT PROJ. NO.	2021-01			



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A:\INVER\112224\112224-0509\112224-0509-01.dwg 3/2/2021 9:03:35 AM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ERIC SEABURG
LIC. NO. 53712 DATE _____



12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
Phone: (952) 890-0509
Email: BurnsVille@bolton-menk.com
www.bolton-menk.com



DESIGNED	EJS	NO.	ISSUED FOR	DATE
DRAWN	AKG			
CHECKED	EJS			
CLIENT PROJ. NO.	2021-01			

INVER GROVE HEIGHTS, MINNESOTA
TRUNK UTILITY EXTENSIONS
LOCATION PLAN

SHEET
G2.01

**Request for Council Action**

TITLE: Approve yearly update to City of Inver Grove Heights Emergency Operations Plan

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Joshua Otis: 651-450-2528	Budget amendment requested	
Prepared by:	Joshua Otis Police Commander	FTE included in current complement	
Reviewed by:	Melissa Chiodo Chief of Police	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a Resolution adopting the yearly **update** to the City of Inver Grove Heights Emergency Operation Plan (EOP).

SUMMARY:

Minnesota Statutes, Section 299K.05 stipulate that "Political subdivisions should prepare emergency plans that adequately address the requirements contained in section 11003 of the federal act. The emergency plan may be a part of a plan prepared by a political subdivision in accordance with chapter 12.

The 'federal act' is the Emergency Planning and Community Right to Know Act, otherwise known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986. SARA Title III includes several requirements regarding the developments, exercising, and updating of a local emergency plan. SARA Title III recommends the plan be updated every two years to maintain accuracy. Inver Grove Heights does a yearly EOP update.

The Federal Emergency Management Agency (FEMA) has developed a Comprehensive Preparedness Guide (CPG) 101 to provide recommendations on developing EOPs. The CPG promotes a common understanding of the fundamentals of risk-informed planning and decision making to help planners produce integrated, coordinated, and synchronized plans. The goal of CPG 101 is to

make the planning process routine across all phases of emergency management and for all homeland security mission areas.

Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) has also developed a local EOP crosswalk known as the MNWALK that is used by HSEM and Dakota County to evaluate the completeness of local EOP's. The Inver Grove Heights updated EOP has been deemed MNWALK compliant by the Dakota County Emergency Preparedness Coordinator.

The official EOP documents are not available to the public.

Once the EOP has been approved and certified, the updated EOP will be distributed to individuals identified on the EOP distribution list.

RECOMMENDATION:

Staff recommends the City of Inver Grove Heights adopt the updated City of Inver Grove Heights Emergency Operation Plan (EOP). Allowing the EOP to be certified by the Mayor and the Chief of Police (Emergency Preparedness Coordinator).

CERTIFICATION OF PLAN APPROVAL

This page documents approval of the Basic Plan, Emergency Support Functions, SARA Title III, and the Resource Manual.

Plan prepared and submitted by: **(MNWALK #3)**

Melissa Chiodo
Emergency Manager

Signature: _____

Date: _____

Plan approved by:

Tom Bartholomew **(MNWALK #1)**
Mayor

Signature: _____

Date: _____

ADOPTED BY RESOLUTION:

Date of Adoption:

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

**RESOLUTION TO ADOPT THE 2021 INVER GROVE HEIGHTS EMERGENCY OPERATIONS
PLAN**

RESOLUTION NO. 2021-63

WHEREAS, the City of Inver Grove Heights desires to follow Minnesota State Statute 12, "Emergency Management," and

WHEREAS, requires that the governing bodies plan and prepare to deal with disasters; and

WHEREAS, the city adopts plans specific to the situations that may arise within the geographical area and plans covering all hazards; and

WHEREAS, the city must train and practice on written plans; and

WHEREAS, the city must review for compliance and submit for review to the Dakota County Emergency Manager who will then forward to the State of Minnesota the plan for review and approval; and

WHEREAS, the City Council of the City of Inver Grove Heights believes that adopting a plan and updating the plan will enhance the safety and security of the citizens of the City of Inver Grove Heights.

NOW, THEREFORE BE IT HEREBY RESOLVED that the City Council of the City of Inver Grove Heights adopts by a resolution the 2021 Inver Grove Heights Emergency Operations Plan.

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

Ayes: 5

Nays: 0

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk



Request for Council Action

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: March 8, 2021	None	
Item Type: Public Hearing	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	☒

PURPOSE/ACTION REQUESTED

Consider a Resolution Adopting the Assessment for the 2020 Nuisance Abatement Program.

BACKGROUND

Various properties were notified that their properties were out of compliance in a number of different aspects; long grass and weeds, refuse, and other nuisance abatement. The property owners were notified that they needed to bring their properties into compliance or the City would abate the nuisance and that the costs would be assessed. The following properties did not comply and did not subsequently pay for City costs to correct the abatement. Notice of assessment charges have been sent out to property owners twice requesting payment. The following assessments remain unpaid.

If prepayment is not received within thirty (30) days after the special assessments are levied and adopted by the City Council, then:

The assessment will be sent to the County Auditor to be placed on the property tax list. The proposed number of annual installments is one (1).

The following parcels are proposed to be assessed:

SPECIAL ASSESSMENTS 2020

200030051012	6666 CAHILL AVE	\$369.00
207115501040	3818 70 TH ST E	\$154.71
207115001140	7326 DAWN AVE E	\$289.00
201142003010	3800 75 TH ST E	\$368.70

TOTAL: \$1,181.41

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

**RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2020 NUISANCE ABATEMENT
PROGRAM**

RESOLUTION NO. 2021-64

WHEREAS, pursuant of proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements - 2020 Nuisance Abatement which includes the following:

Lawn mowing, tree trimming, brush removal, refuse removal, and other nuisance abatement

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and levied and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of one (1) year, the installment will appear on the 2021 property tax statement and shall bear interest at the rate of eight percent (8%) per annum from the date of adoption of this assessment resolution.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution, and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

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

AYES: 5

NAYS: 0

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Consider acceptance of a \$28,700 Assistance to Firefighter Grant (AFG) by the Inver Grove Heights Fire Department (IGH FD).

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Consider acceptance of an Assistance to Firefighter Grant (AFG) by the Inver Grove Heights Fire Department (IGH FD) for Covid disinfecting equipment and product from the Federal Emergency Management Agency (FEMA) for a total of \$28,700.

SUMMARY:

Presently, to disinfect for Covid-19 or any pathogen, we use a small bottle hand sprayer and cleaning cloth to wipe down possible contaminate areas. While this helps, we know it is not very efficient and possibly not very effective, as it does not always have full coverage. It is also not very cost-effective. In addition, because it is such a cumbersome process, only spot areas, like specific pieces of furniture with hard surfaces, are cleaned and disinfected versus entire rooms, including soft furniture and carpets. Truck interiors get wiped down, but like the inside of the facilities, application can be sporadic and not reach every area where it is needed. To use a small hand sprayer bottle, in all parts of all areas that truly need disinfecting, would take a large portion of the day, each day.

Although the IGH firefighters have done an excellent job of keeping the virus out of the fire stations, the application of disinfectant can be somewhat inconsistent, does not get into all areas, and is

typically used only on hard and smooth surfaces. It is also extremely time-consuming when needing to disinfect multiple or large areas.

We requested funds to purchase a portable electrostatic sprayer decontamination system that will effectively treat up to 5,000 square feet of space with one fill. This larger unit would be used at our fire station #2 which is the main station for operations, administration, training and sleeping quarters. Additionally, since we have two other smaller fire stations, we also requested funds to purchase a portable backpack electrostatic sprayer unit for each of those stations. Besides the three decontamination units, we also requested enough disinfectant to for up to a year's use. With these electrostatic sprayers, the firefighters can quickly cover an entire room while using much less product as the sprayers generate charged droplets that repel one another and actively seek out environmental surfaces, which they stick to and even wrap around to coat all sides. Our second means of disinfecting is through a local company, that has been coming in regularly.

Since the product used in these self-contained units are able to efficiently kill disease causing pathogens in our vehicles, this allows us to reduce significant down time after patient contact. In addition, because we have 5 shifts a day that change over with different firefighters coming and going, we can decontaminate at the end of each shift, as necessary.

The Federal Emergency Management Agency (FEMA) offered federal grant opportunities to fire departments to purchase equipment and/or supplies that were not covered under Federal CARES Act funding. The CARES funding covered the Personal Protective Equipment (PPE) needed by the IGH FD. However, because the pandemic caught many manufacturers off-guard, some equipment and supplies, just like PPE, was in short supply until later in the year. As a result, these electrostatic sprayers were not available until after the deadline to spend money using the CARES funding.

The 3 sprayers cost \$19,600 and the disinfectant was \$9,100 for a grant award total of \$28,700. For this grant, there is a 10% match of \$2,609.09, which the IGH FD would have to pay. The match would be paid for out of IGHFD funds.

Staff recommends acceptance of this Federal grant as the equipment purchased with these funds will greatly enhance our cleaning capabilities to keep the areas much cleaner and allow us to do an even better job of preventing transmission of this virus or anything else in the future.

**Request for Council Action**

TITLE: Second 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:	March 8, 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. The second reading version of the ordinance amendment has been updated to remove the language related to required neighbor notification for renewal licenses based on an increased number of chickens kept/change in location of chicken coop or run.

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.

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****TITLE:** CITY OF INVER GROVE HEIGHTS

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

PURPOSE/ACTION REQUESTED:

Consider the Second reading of an Ordinance Amendment deleting the use "Ministorage facilities (with caretaker quarters) and outdoor vehicle storage" as a conditional use in the B-3, General Business District.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

The City Council last discussed this item at the February work session. The item had been tabled from an August council meeting for the second reading as there was continued discussion about a couple of properties that would be affected by the change. The properties include:

1. 2412 50th Street. Dave Langer who is representing the land owner had raised initial concerns. Staff has had two recent conversations with Dave explaining the alternative paths to proper zoning if ministorage was to be developed on this site.
2. 10045 Courthouse Blvd. Staff has spoken to the owner Solomon David and explained to him the path to proper zoning if he would like to develop a mini storage. His property is currently zoned B-3, but an I-1 zoning appears appropriate for the land abutting the highway and this would allow ministorage.

ANALYSIS

Staff has reached out to the two property owners that raised concerns about the change. They appear to be satisfied with the ordinance change and that they have a path to follow that would allow ministorage.

RECOMMENDATION:

Planning Staff: Recommends approval of the second reading of the Ordinance Amendment.

Attachments: Ordinance Amendment (2nd Reading)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 10, CHAPTER 6, SECTION 2, REGARDING DELETING MINISTORAGE
FACILITIES (INCLUDING CARETAKER QUARTERS) AND OUTDOOR VEHICLE
STORAGE AS A CONDITIONAL USE IN THE B-3, GENERAL BUSINESS DISTRICT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 6, Section 2, LAND USE
MATRICES of the Inver Grove Heights City Code is hereby amended to delete the
following from the B-3, General Business District:

10-6-2:LAND USES IN ALL NONRESIDENTIAL DISTRICTS:

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COM M-PUD	OFFIC E-PUD
Ministorage facilities (including caretaker quarters) and outdoor vehicle storage			€			C		P				

Section Two. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE:** WENCK ASSOCIATES (FORTISTAR)

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

PURPOSE/ACTION REQUESTED:

Consider the Second 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:

Council acted on the first reading of the ordinance on February 22, 2021 with no changes to be made.

ANALYSIS

Staff brings forward the second reading of the ordinance. The City Attorney made some changes to the heading of the ordinance, but the content has not changed.

The conditional use permit and development agreements will be ready for the March 22 City Council meeting. In order to keep the process moving and time the CUP and agreement approvals with the third reading of the ordinance, staff placed the second reading on this agenda.

RECOMMENDATION:

Planning Staff: Recommends approval of the second reading of the Ordinance Amendment.

Attachments: Ordinance Amendment (2nd Reading)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 13, ARTICLE E, SECTION 6 REGARDING CONDITIONAL 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 13, ARTICLE E, SECTION-6 , (10-13E-6) of the Inver Grove Heights City Code is hereby amended to add the following provisions. The underlined text shows the language added to the code:

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 passage and 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**

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: March 8, 2021		None X
Item Type: Regular Agenda	Amount included in current budget	
Contact: Heather Botten 651-450-2569	Budget amendment requested	
Prepared by: Heather Botten	FTE included in current complement	
Reviewed by:	Other	

PURPOSE/ACTION REQUESTED: TIM SALSCHIEDER - Case No. 20-51V (tabled from January 25, 2021) Consider the following requests for property located at 2306 99th Street:

- a) a Resolution relating to a Variance from side and rear yard setbacks.
- b) a Resolution relating to a Variance to allow an accessory structure larger than 1,600 sq feet.
- c) a Resolution relating to a Variance to allow more than one detached accessory structure on the property. (requested with the first proposal).
 - Requires a 3/5th's vote.
 - 60-day deadline: April 7, 2021 (second 60-days)

SUMMARY:

The City Council tabled this request on January 25, 2021 for the applicant to consider different alternatives for his property. The applicant's property is zoned E-1, Estate Residential and is 4.52 acres in size. There is one single-family home with an attached garage on the property and a pool located behind the house. The property has a large drainage and utility easement that covers the western portion of the property.

The original request included three variances; the applicant was asking for two detached accessory buildings on the property whereas one detached structure is allowed. One structure (pool house) was proposed at 625 gross square feet in size. The other structure was proposed at 1,750 square feet whereas 1,600 square feet is the maximum size allowed and the structure would be located within the 50-foot setback requirements along the north and east property lines.

Subsequent the January 25, 2021 meeting the applicant submitted a revised request for his property. The new proposal is for two variances; the applicant is requesting one detached structure, 2,400 gross square feet in size to be located within the 50-foot setback. In this scenario the applicant would also construct a gazebo on the property (with no walls, just a roof) near the pool. Because the revised request increased the size of the structure staff brought the second proposal back to the Planning Commission for a public hearing, the Planning Commission recommendation is included with the packet.

The lots to the north, east and south of the applicant's property are between 2.5 and 3 acres in size and would have to comply with the same accessory structure requirements as the applicant. Therefore, the variance may have an impact on the character of the neighborhood. Staff believes that the request for the larger structure could be considered a convenience to the applicant and not a practical difficulty.

The applicant did not withdraw any of the original requests therefore all three variances need to be acted on.

Planning Staff: Staff continues to believe that the proposed size of the accessory building is contrary to the intent of the zoning ordinance. Staff does not believe there is sufficient rationale to support the criteria of a variance and therefore recommends denial of the variance requests as proposed. Staff believes the applicant did not identify practical difficulties to comply with the ordinance as the property is allowed one detached structure up to 1,600 gross square feet and the size and number of accessory structure standards are not precluding the homeowner from reasonable use of the property and could set a precedent for other lots in the area. Staff is recommending denial of the variances as proposed.

Staff would be in support of only a setback variance for a structure 1,600 gross square feet or smaller, with the practical difficulty being the large drainage and utility easement that covers the western portion of the buildable area on the property and due to the topography and locations of the drainfield, house and pool.

Planning Commission: At the February 16, 2021 public hearing, the Planning Commission recommended the following:

- 1) Denial of the Variance to allow an accessory structure 2,400 square feet in size due to the lack of practical difficulty.
- 2) Approval of a Variance for an accessory structure to be located 10 feet from the east property line and about 25 feet from the north property line whereas 50 feet is required, with the practical difficulty being the topography.

The Planning Commission also discussed the need for a possible ordinance change to look at allowing larger accessory structures based on a ratio system instead of lot size.

Attachments: Denial Resolution - size of structure
Denial Resolution - # of structures (applicant never withdrew the original request)
Approval Resolution - setbacks
Approval Resolution - size of structure
PC recommendation - February 16, 2021
CC minutes - January 25, 2021
Planning staff report - February 16, 2021

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

RESOLUTION NO. 2021-65

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING
LARGER THAN 1,600 GROSS SQUARE FEET**

CASE NO. 20-51V
Salscheider

Property located at 2306 99th Street and legally described as follows:

Lot 4, Block 1, Maso Valley View Addition, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, an application has been received for a Variance to allow an accessory building 1,750 square feet in size whereas 1,600 gross square feet is the maximum size allowed;

WHEREAS, the afore described property is zoned E-1, Estate residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 5, 2021 and February 16, 2021 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance. The property would still function as a residential lot that would allow a detached structure up to 1,600 gross square feet.
2. Approval of the variance to allow an accessory structure larger than 1,600 gross square feet could set a precedent for other large accessory building requests.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a size variance; the size of the accessory building may be considered a convenience to the applicant, not a practical difficulty as the property is allowed a 1,600 gross square foot building that could be constructed complying with zoning criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory building larger than 1,600 gross square feet is hereby denied.

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

Tom Bartholomew, Mayor

Ayes: 5
Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-66

**RESOLUTION DENYING A VARIANCE TO ALLOW TWO DETACHED ACCESSORY
BUILDINGS WHEREAS ONE IS ALLOWED ON THE PROPERTY**

**CASE NO. 20-51V
Salscheider**

Property located at 2306 99th Street and legally described as follows:

Lot 4, Block 1, Maso Valley View Addition, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, an application has been received for a Variance to allow two detached accessory buildings whereas one is the maximum allowed on lots less than 5 acres in size;

WHEREAS, the afore described property is zoned E-1, Estate residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 5, 2021 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance. The property would still function as a residential lot that would allow one detached structure up to 1,600 gross square feet along with an attached garage.
2. Approval of the variance to allow more than one detached accessory buildings on lots less than 5 acres could set a precedent for other residential properties less than 5 acres in size.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting the proposed variance. The number of accessory buildings may be considered a convenience to the applicant, not a practical difficulty as the property is allowed one detached structure up to 1,600 gross square feet, complying with zoning criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow more than one detached accessory building is hereby denied.

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

Tom Bartholomew, Mayor

Ayes: 5
Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-67

**RESOLUTION NO. RESOLUTION APPROVING A VARIANCE TO ALLOW A
DETACHED ACCESSORY BUILDING LARGER THAN 1,000 GROSS SQUARE FEET
TO BE LOCATED WITH THE REQUIRED 50-FOOT SETBACK**

**CASE NO. 20-51V
Salscheider**

Property located at 2306 99th Street and legally described as follows:

Lot 4, Block 1, Maso Valley View Addition, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, a variance application has been received for a structure larger than 1,000 square feet to be located within the required 50 foot setback;

WHEREAS, the structure would be located at least 10 feet from the east property line and at least 25 feet from the north lot line;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 5, 2021 and February 16, 2021 in accordance with City Code Section City Code 10-3-3 C;

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

- a. The property is limited on the placement of an accessory structure larger than 1,000 gross square feet due to the large drainage and utility easement that covers more than half of the buildable area on the property and due to the topography and the locations of the drainfield, existing house and pool.

- b. The location the accessory building does not appear to have any adverse impacts on the neighboring properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory building larger than 1,000 gross square feet located at least 10 feet from the east property and 25 feet from the north lot line is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
3. A grading/erosion control plan shall be required at the time of the building permit application.
4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
5. A stormwater analysis and stormwater management plan would need to be done by a registered engineer.
6. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.

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

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

Tom Bartholomew, Mayor

Ayes: 5
Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-65

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DETACHED ACCESSORY
BUILDING LARGER THAN 1,600 GROSS SQUARE FEET**

**CASE NO. 20-51V
Salscheider**

Property located at 2306 99th Street and legally described as follows:

Lot 4, Block 1, Maso Valley View Addition, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, a variance application has been received for a structure larger than 1,600 gross square feet whereas 1,600 gross square feet is the maximum allowed on lots 2.5 - 5 acres in size;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, the afore described property is 4.52 acres in size;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 5, 2021 and February 16, 2021 in accordance with City Code Section City Code 10-3-3 C;

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

a.

b.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory building _____ gross square feet in size is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
3. A grading/erosion control plan shall be required at the time of the building permit application.
4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
5. A stormwater analysis and stormwater management plan shall be done by a registered engineer.
6. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.

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

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

Tom Bartholomew, Mayor

Ayes: 5
Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 16, 2021

SUBJECT: **TIM SALSCHIEDER - CASE NO. 20-51V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow one detached accessory building 2,400 gross square feet in size located within the 50-foot setback requirement, and any other variances related thereto, for the property located at 2306 - 99th Street. 10 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is about 4.5 acres in size and consists of a single-family home with an attached garage, a pool, and a very large drainage and utility easement on the western portion of the property. About a month ago the Planning Commission reviewed a request for three variances on this property. The City Council then reviewed it and tabled it for the applicant to consider different alternatives. The original request included variances to allow two detached accessory buildings on the property whereas one is allowed. One of the structures was proposed at 1,750 square feet whereas 1,600 is the maximum allowed, and it was located within the 50-foot setback requirement along the north and east property lines. The Planning Commission denied the request as proposed but supported a setback variance for the structure to be 1,600 square feet in size or less. Tonight, the Planning Commission is being asked to consider a new proposal for two variances. The applicant is requesting one detached structure on the property to be up to 2,400 gross square feet in size whereas 1,600 square feet is the maximum allowed, and for it to be located within the 50-foot setback requirement from the north and east property lines. In this scenario the applicant would also like to construct a gazebo on the property near the pool but there would not be any walls so it would not count towards the number of accessory buildings allowed on the property. Staff believes the size of the proposed larger structure is contrary to the intent of the city code, lots to the north, east and south of the property would have to comply with the same requirements as the applicants, the proposed size could have an impact on the character of the neighborhood, and staff believes that the request would be a convenience for the applicant rather than a practical difficulty. Staff recommends denial of the request as proposed. Staff would, however, support a setback variance for a structure 1,600 gross square feet or smaller to be located 10 feet from the east property line and about 25 feet from the north property line, with the practical difficulty being the large drainage and utility easement, topography, and the location of the drainfield, house and pool on the property. Staff heard from three neighbors with the revised notice, all who had general questions about the request.

Chair Maggi asked if the applicants built the house.

Ms. Botten replied in the affirmative.

Commissioner Weber asked for staff's understanding of City Council's discussion, stating they seemed to steer the applicant in the direction of building one larger structure versus two smaller ones.

Ms. Botten replied her take from the Council meeting was that they may support one structure on the property versus two. They did not allude to any specific size they would consider for that one structure. After the City Council meeting the applicant decided to move forward with one 2,400 square foot structure. Because this was a substantial difference from the initial request staff decided to bring the request back before the Planning Commission. If the applicant had just withdrawn the request for the second building but left the proposed building at 1,750 square feet, it would not have gone back before the Planning Commission.

Commissioner Simon asked if Condition 7 should be removed.

Ms. Botten replied that if the Planning Commission recommends approval of a 2,400 square foot building that condition would then be changed or eliminated.

Chair Maggi asked if the applicant would comply with impervious surface guidelines with a 2,400 square foot building.

Mr. Botten replied they would exceed the impervious surface maximum allowed on the property with a 2,400 square foot building. Therefore, if the variance is approved the applicant would then work with engineering staff on a Storm Water Facilities Maintenance Agreement (SWFMA).

Commissioner Simon asked if a 1,600 square foot building would comply with impervious surface standards.

Ms. Botten replied that it was her understanding that no matter the size of the proposed building they would be over the impervious surface maximum allowed.

Commissioner Robertson asked for clarification of how impervious surface was now calculated and whether a variance was needed.

Ms. Botten advised that the way impervious surface is calculated has not changed, but rather the process for residents to exceed the maximum. Instead of going through the public process of getting a conditional use permit, applicants now work with the engineering staff to acquire a SWFMA. In this case the applicant would not need a variance for additional impervious surface as they are exceeding the maximum, but not the additional 10%.

Opening of Public Hearing

Chair Maggi asked the applicant if he read and understood the report.

Tim Salscheider, 2306 - 99th Street, replied in the affirmative. He stated that his property is unique in that he has an 11,000-square foot driveway. Also, all his impervious surface will continue to drain to the drainage easement area on his own property. He noted that the

Planning Commission previously recommended approval of a variance for the 10-foot setback of a 1,600 square foot building. Even though this building is larger, in his opinion a building is a building. He felt that City Council led him in the direction that they would perhaps approve a larger structure if there was only one rather than two.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated the challenge will be defining a practical difficulty for a 2,400 square foot accessory structure.

Commissioner Wippermann asked if the surrounding properties would be subject to the 1,600 square foot maximum.

Ms. Botten replied in the affirmative.

Commissioner Wippermann stated this would be the exception in the neighborhood and would set a substantial precedent of a 50% increase over the code standard.

Commissioner Niemioja supported the setback variance with topography being the practical difficulty. However, she does not think a building is just a building and was concerned that this could set a precedent that residents could build a structure of any size as long as they do not build multiple structures. She would also be reluctant to use the 11,000 square foot driveway as impervious surface justification since there are many large driveways in the city.

Commissioner Weber stated he would prefer that maximum building size be determined on a ratio basis rather than tied to a specific lot size of 2.5 or 5 acres. A lot 5 acres or larger would allow a 2,400 square foot building. The subject property is so close to 5 acres that he could support allowing a building size close to 2,400 based on lot size ratio.

Commissioner Robertson asked what size structure would be allowed if this lot was 5 acres.

Ms. Botten replied that a lot 5 acres or greater in this zoning district would be allowed up to two detached accessory structures totaling up to 2,400 gross square feet.

Commissioner Robertson stated that recognizing that we do not yet have a code that allows the size of the accessory building to be built based on a ratio, she opposed the first proposal of 1,750 square feet based on precedent and lack of a practical difficulty and she opposed this one as well which is 50% larger than the original request. Commissioner Robertson then experienced technical difficulties and temporarily lost connection to the meeting.

Commissioner Kramer applauded the applicant for going through the proper process. He agreed with Commissioner Weber's suggestion to look at revising the code to perhaps calculate accessory structure size using a ratio system. At this time, however, they need to abide by the current regulations. In this case he does not believe it changes the character of the neighborhood because only two neighbors would be able to see the proposed building; however, it would set a precedent that could potentially alter the neighborhood in the future. He would like to find a way to allow the applicant to get his building built but, in his opinion,

it should be a little closer to what the maximum allowed is at this point.

Commissioner Simon stated she could not find a hardship and was concerned about the precedent this would set if a 2,400 square foot building was allowed. She has seen the allowed size of accessory structures increase continually over the years and for those reasons she could not support the request for a 2,400 square foot building.

Commissioner Weber asked if they could deny the variance to allow a 2,400 square foot building based on lack of a practical difficulty but base the second variance on a ratio and recommend approval of a variance to allow a 2,169 square foot building within the setback. That way if Council decided to move forward with that recommendation, they would not have to bring the request back before the Planning Commission.

Ms. Botten suggested to instead make a motion to approve the setback variance but eliminate the condition limiting the building to 1,600 gross square feet.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Robertson, to deny the request for a variance to allow one detached accessory building 2,400 gross square feet in size, for the property located at 2306 - 99th Avenue, due to lack of a practical difficulty.

Motion carried (9/0).

Motion by Commissioner Weber, second by Commissioner Kramer, to approve the request to allow a structure larger than 1,000 gross square feet to be located 10 feet from the east property and about 25 feet from the north property, with Conditions 1-6, excluding Condition 7, and the practical difficulty as listed in the report.

Motion carried (9/0). This item goes to the City Council on March 8, 2021.

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.



PLANNING REPORT

CASE NO.: 20-51V

APPLICANT & PROPERTY OWNER: Tim Salscheider

REQUEST: Variance to allow a 2,400 square foot accessory structure whereas 1,600 square feet is the maximum size allowed, located within the 50-foot setback requirement.

LOCATION: 2306 99th Street

HEARING DATE: February 16, 2021

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant's property is 4.52 acres in size. The lot consists of a single-family home with an attached garage, and a pool that was constructed on the property in 2020. The lot also has a large drainage and utility easement on the western portion of the property.

Earlier this year, the applicant submitted a request for three variances that the City Council tabled for the applicant to consider different alternatives for his property. The original request included variances to allow two detached accessory buildings on the property whereas one detached structure is allowed. One structure (pool house) was proposed at 625 gross square feet in size, complying with setback and size requirements. The other structure was proposed at 1,750 square feet whereas 1,600 square feet is the maximum size allowed and the structure would be located within the 50-foot setback requirements along the north and east property lines.

The new proposal is for two variances; the applicant is requesting one detached structure, 2,400 gross square feet in size to be located within the 50-foot setback. In this scenario the applicant would also construct a gazebo on the property (with no walls, just a roof) near the pool. It is the applicants desire to present both options back to the City Council in March.

The maximum size for an accessory structure on a lot larger than 2.5 acres, but less than 5 acres is 1,600 gross square feet. Any accessory structure greater than 1,000 square feet shall be setback at least 50 feet from all property lines. Only one detached accessory structure is allowed on parcels less than 5.0 acres. Residential property that is greater than 5 acres in size would be allowed two detached accessory buildings up to 2,400 gross square feet.

The accessory building would be over the maximum amount of impervious surface allowed for the property. If the variance is approved the applicant would then work with the Engineering Department on obtaining the stormwater facilities maintenance agreement. The closest neighboring homes are about 120 feet away from the accessory building.

SPECIFIC REQUESTS

The applicant is requesting the following:

- 1) A **variance** to allow an accessory structure 2,400 gross square feet in size whereas 1,600 square feet is the maximum; and
- 2) A **variance** to allow a structure larger than 1,000 gross square feet to be located 10 feet from the east property line and about 25 feet from the north property line whereas 50 feet is required.

EVALUATION OF THE REQUEST

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

West - Single family residential; zoned A, Agricultural; guided RDR, Rural Density Residential
North - Single family residential; zoned E-1, Estate Residential; guided RDR, Rural Density Res
East - Single family residential; zoned E-1, Estate Residential; guided RDR, Rural Density Res
South - Single family residential; zoned E-1, Estate Residential; guided RDR, Rural Density Res

Engineering. Engineering has reviewed the plans. The construction of an accessory building(s) requires stormwater treatment on the property. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report.

VARIANCE REVIEW

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

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

City Council reviewed the accessory structure size requirements in 2006. Prior to 2006, all lots less than 5 acres were allowed a 1,000 square foot accessory building. The ordinance was amended to allow lots 2.5 acres or more, but less than 5 acres in size, located in an A or E-1 zoning district, one detached accessory structure up to a gross floor area of 1,600 square feet.

With this in mind, granting the variances may establish a precedence that is contrary to the intent of the City Code.

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

Staff believes the proposed size of the accessory building to be contrary to the intent of the zoning ordinance. There is an attached garage to the house, and the applicant is allowed one detached structure up to 1,600 gross square feet on the property.

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

The property is 4.52 acres in size. The applicant has an attached garage and is allowed a 1,600 gross square foot detached building. The request for a larger structure may be considered a convenience to the applicant, not a practical difficulty.

Due to the very large drainage and utility easement on the property that covers more than half of the property, the topography of the site, and the location of the drainfield and pool, the lot does not allow for a structure greater than 1,000 square feet to meet the 50-foot setback requirements.

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

Lots to the north, east and south of the applicants property are all greater than 2.5 acres and less than 3 acres and would have to comply with the same requirements as the applicants. The size of the detached accessory structure could have an impact on the character of the locality.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for the request.

ALTERNATIVES

A. Approval: If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the request(s) with at least the following conditions:

- Approval of a **variance** to allow an accessory structure 2,400 square feet in size whereas 1,600 gross square feet is the maximum.
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
 3. A grading/erosion control plan shall be required at the time of the building permit application.
 4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
 5. A stormwater analysis and stormwater management plan shall be done by a registered engineer.
 6. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.

Practical difficulty: To be stated

- A **variance** to allow a structure larger than 1,000 gross square feet to be located 10 feet from the east property line and about 25 feet from the north property line whereas 50 feet is required.
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
 3. A grading/erosion control plan shall be required at the time of the building permit application.
 4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
 5. A stormwater analysis and stormwater management plan shall be done by a registered engineer.

6. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.
7. The accessory structure shall not be larger than 1,600 gross square feet in size.

Practical difficulty: The property is limited on the placement of an accessory structure larger than 1,000 gross square feet due to the large drainage and utility easement that covers more than half of the property and due to the topography and location of the drainfield, house and pool.

B. Denial. If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other accessory building size variances.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The lot size is 4.52 acres in size, there is an attached garage and are allowed a 1,600 gross square foot accessory building.

RECOMMENDATION

Based on the information in the preceding report staff does not believe there is sufficient rationale to support the criteria of a variance and therefore recommends denial of the request as proposed. Staff believes the applicant did not identify practical difficulties to comply with the ordinance as a 1,600 square foot accessory building could be constructed on the property and the size standards are not precluding the homeowner from reasonable use of the property. For the reasons listed in Alternative B staff is recommending **denial of the variance requests as proposed.**

Staff would be in support of a setback variance for a structure 1,600 gross square feet or smaller, pushed to the maximum setbacks possible on the lot with the practical difficulty being the large drainage and utility easement that covers more than half of the buildable area on the property and due to the topography and locations of the drainfield, house and pool.

Attachments: Exhibit A -Location Map
Exhibit B -Narrative
Exhibit C - Site Plan
Exhibit D - Aerial with estimated location of structure



Request for Council Action

TITLE: M/I HOMES

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

PURPOSE/ACTION REQUESTED:

Consider the following requests for the old South Grove elementary school site, PID no. 20-01000-77-010:

1. A Comprehensive Plan Amendment to change the land use designation from Public/Institutional to MDR, Medium Density Residential.
 - Requires a 4/5th's vote.
2. Rezoning of the property from P, Institutional to R-1C/PUD, Single Family Planned Unit Development.
 - Requires a 3/5th's vote.
3. A Preliminary Plat for 70 townhome lots, 10 single family lots and 5 outlots to known as South Grove.
 - Requires a 3/5th's vote.
4. A Preliminary Planned Unit Development for South Grove.
 - Requires a 3/5th's vote.
5. A Conditional Use Permit for the 70 townhomes.
 - Requires a 4/5th's vote.
 - 60-day deadline: March 18, 2021 (first 60 days)

SUMMARY:

Applicant is proposing to develop the 10 acre site with 70 townhome units and 10 single family homes. Overall density of the project would be 8 units/acre. A public street system will connect Cloman Way and Clayton Avenues. The townhomes would be on the northern half of the lot, the single family on the south half abutting existing single family.

ANALYSIS

- Abutting development is a mix of multiple family townhomes and single family. Project appears consistent with existing mix of uses.
- The preliminary PUD plan is requesting flexibility from: building coverage, lot size for single family lots, and internal setbacks. Front yard setbacks proposed at 22 feet. Meets required open space and overall impervious surface would be less than allowed combining the multiple and single family categories.
- All units have two-car garages and streets are 28 feet wide providing street parking on one side.
- Conditional Use Permit required for all multiple family developments. Appears consistent with CUP criteria.

RECOMMENDATION:

Planning Staff: Project appears consistent with PUD and CUP criteria. Meets size and density based on proposed zoning. Staff would recommend approval.

A total of four e-mails from residents were submitted at the Planning Commission meeting. One additional comment was taken by phone. Townsquare was having technical difficulties that night and could not show live stream of the meeting. Some residents may have not been able to view as they had planned. Did not hear from any residents who wished to speak but were unable due to technical difficulties outside of city control.

Planning Commission:

Attachments: Comp Plan Amendment Resolution
Rezoning Ordinance
Preliminary Plat and Preliminary PUD Resolution
Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report
E-mail from Townsquare explain outage night of planning commission meeting
Resident e-mails

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

RESOLUTION NO. 2021-68

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF A 10 ACRE PARCEL FROM P, PUBLIC INSTITUTIONAL TO MDR, MEDIUM DENSITY RESIDENTIAL

**CASE NO. 21-06PUD
(M/I Homes)**

WHEREAS, an application has been submitted for property legally described as;

The West ten (10) acres of the North one-half (N 1/2) of the South Two-Thirds (S 2/3) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10), Township Twenty-seven (27), Range Twenty- two (22), Inver Grove Township, Dakota County, Minnesota.

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code and Minnesota Statute 462. 355;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on February 16, 2021, in accordance with City Code and Minnesota Statute 462.355;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
3. The amendment shall not become effective until a rezoning and development plans have been approved by the City Council.

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

Ayes: 5

Nays: 0

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 21-06PUD
(M/I Homes)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from P, Institutional District to R-1C/PUD, Single Family Planned Unit Development District and R-3C/PUD, Multiple Family Residential Planned Unit Development District to wit:

The West ten (10) acres of the North one-half (N 1/2) of the South Two-Thirds (S 2/3) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10), Township Twenty-seven (27), Range Twenty- two (22), Inver Grove Township, Dakota County, Minnesota.

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in

Ordinance No. _____
Page 2

this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

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

Enacted and ordained into an Ordinance this 8th day of March, 2021.

Ayes:
Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 2021-69**

RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT FOR A 70 LOT TOWNHOME AND 10 LOT SINGLE FAMILY DEVELOPMENT TO BE KNOWN AS SOUTH GROVE

CASE NO. 21-06PUD
(M/I Homes)

WHEREAS, an application for Preliminary Plat and Preliminary Planned Unit Development has been submitted for property legally described as the following;

The West ten (10) acres of the North one-half (N 1/2) of the South Two-Thirds (S 2/3) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10), Township Twenty-seven (27), Range Twenty- two (22), Inver Grove Township, Dakota County, Minnesota.

WHEREAS, the aforescribed property is currently zoned R-1C/PUD, Single Family Planned Unit Development and R-3B/PUD, Multiple Family Planned Unit Residential District;

WHEREAS, a public hearing concerning the Preliminary Plat and Preliminary Planned Unit Development was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 16, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Preliminary Plat and Preliminary Planned Unit Development of South Grove is hereby approved, subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Plan
Cover Sheet

Date of Plan
2/5/21

Preliminary Plat	2/5/21
Preliminary Site Plan	2/5/21
Preliminary PUD Plan	2/5/21
Preliminary Grading Plan	2/5/21
Preliminary Erosion Control Plan	2/5/21
Preliminary Grading Details	2/5/21
Preliminary Sanitary & Watermain/Site Plan	2/5/21
Preliminary Storm Sewer Plan	2/5/21
Preliminary Street Profiles	2/5/21
Preliminary Landscape Plan	2/5/21
Tree Preservation Plan	2/5/21

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

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary PUD Plan.
 - b. Reduced lot size and width as shown on the Preliminary Plat.
 - c. Total building coverage allowed per table shown on the Preliminary PUD Plan.
 - d. Building separation ranging 12 ft -15 ft as shown on the Preliminary PUD Plan.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works and shall address the comments contained in the memo from the Assistant City Engineer dated 2/11/21.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. The developer shall be responsible to ensure the open space depicted on the Preliminary PUD Plan remains in open space and is controlled by the home owner's association. A conservation easement shall be placed over the easement areas to restrict use and

restrict cutting of vegetation. It shall remain in its present state. The easement would be part of the improvement agreements for the final plans.

9. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
10. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.

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

Adopted by the City Council of Inver Grove Heights this 8thth day of March , 2021.

Thomas Bartholomew, Mayor

Ayes: 5
Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-70

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A 70 UNIT TOWNHOME
MULTIPLE FAMILY DEVELOPMENT

CASE NO. 21-06PUD
(M/I Homes)

WHEREAS, an application for Conditional Use Permit has been submitted for property
legally described as the following;

**The West ten (10) acres of the North one-half (N 1/2) of the South Two-Thirds (S 2/3) of
the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10),
Township Twenty-seven (27), Range Twenty- two (22), Inver Grove Township, Dakota
County, Minnesota.**

WHEREAS, the aforescribed property is currently zoned R-3B/PUD, Multiple
Family Planned Unit Residential District;

WHEREAS, all conditional use permits are subject to the criteria listed in City Code
Title 10, Chapter 3, Article A, Section 10-3A-5, regarding consistency with the Comprehensive
Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties,
among other criteria;

WHEREAS, a public hearing concerning the Conditional Use Permit was held before
the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes,
Section 462.357, Subdivision 3 on February 16, 2021;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER
GROVE HEIGHTS**, that a Conditional Use Permit for a 70 unit townhome multiple family
development is hereby granted for the aforescribed property, subject to the following
conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

<u>Plan</u>	<u>Date of Plan</u>
Cover Sheet	2/5/21
Preliminary Plat	2/5/21
Preliminary Site Plan	2/5/21
Preliminary PUD Plan	2/5/21
Preliminary Grading Plan	2/5/21
Preliminary Erosion Control Plan	2/5/21
Preliminary Grading Details	2/5/21
Preliminary Sanitary & Watermain/Site Plan	2/5/21
Preliminary Storm Sewer Plan	2/5/21
Preliminary Street Profiles	2/5/21
Preliminary Landscape Plan	2/5/21
Tree Preservation Plan	2/5/21

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

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary PUD Plan.
 - b. Reduced lot size and width as shown on the Preliminary Plat.
 - c. Total building coverage allowed per table shown on the Preliminary PUD Plan.
 - d. Building separation ranging 12 ft -15 ft as shown on the Preliminary PUD Plan.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works and shall address the comments contained in the memo from the Assistant City Engineer dated 2/11/21.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City

whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

8. The developer shall be responsible to ensure the open space depicted on the Preliminary PUD Plan remains in open space and is controlled by the home owner's association. A conservation easement shall be placed over the easement areas to restrict use and restrict cutting of vegetation. It shall remain in its present state. The easement would be part of the improvement agreements for the final plans.
9. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
10. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.

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

Adopted by the City Council of Inver Grove Heights this 8thth day of March , 2021.

Thomas Bartholomew, Mayor

Ayes: 5

Nays: 0

ATTEST:

Rebecca Kiernan, City Clerk

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 16, 2021

SUBJECT: **M/I HOMES - CASE NO. 21-06PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a comprehensive plan amendment to change the guided land use from P, Institutional to MDR, Medium Density Residential, a rezoning from P, Public/Institutional to PUD, Planned Unit Development, a preliminary plat and preliminary PUD for an 80-lot development (10 single-family homes, 70 townhomes), and a conditional use permit for a 70-lot townhome development, and any other variances related thereto, for the former South Grove Elementary school site. 137 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to develop the former South Grove Elementary school site into a residential neighborhood consisting of 70 townhome units and 10 single-family homes. The project is proposed as a planned unit development (PUD) to provide some flexibility in design. The applicants are requesting to change the land use from Public/Institutional to MDR, Medium Density Residential and the zoning from P, Institutional to R-1C/PUD, Single Family Planned Unit Development and R-3B, Multiple Family Planned Unit Development. The site is currently surrounded by a mix of residential uses including townhomes and single-family homes. Staff feels the proposed land use and zoning designations would be consistent with the neighborhood. The plans include extending Cloman Way from the north and constructing a new east-west street that would connect to Clayton Avenue. The balance would be private roads. The public streets would be 28 feet wide which would allow parking on one side. Some of the private streets would be 28 feet wide as well which would provide additional parking on one side. They have provided some guest parking spots as well. The applicant is requesting flexibility from standards to allow 26% building coverage whereas 20% is the maximum allowed. Lot sizes in the single-family neighborhood would range from 6,875 square feet to 9,713 square feet and lot widths would be 55 feet and Lot 1 would be 80 feet. Townhome lots do not have a required minimum lot size or width. The applicants are requesting some internal setback reductions to the front yards and to allow a separation of 15 feet whereas 20 feet is the code standard. All perimeter setbacks would be met. Overall impervious surface of the site would be below allowed impervious surface for both zoning standards. The PUD requires 15% of the site to be in permanent open space and it will be provided primarily in the southeast corner of the site. Most of the trees would be removed but they are meeting the requirements for general landscaping and reforestation. Generally, the stormwater system would be accommodated with a stormwater pond in the southeast

corner and it would flow into existing storm systems for the area. Engineering held another virtual meeting last week with three of the residents in the Oaks townhomes to answer some of their questions on stormwater and ponding concerns. Staff believes their questions were answered, and they were satisfied that the design of the system would not add additional runoff going eastward. By code, a conditional use permit is required for all multiple-family developments. The project complies with the review criteria. He noted that the packet included 2 or 3 emails from residents and Planning Commissioners received two additional emails sent separately. He also had a phone conversation with someone living at the Oaks who had some concerns. Staff recommends approval of the request with the conditions listed in the report.

Chair Maggi asked what happened with a previous proposal for this site.

Mr. Hunting replied that the City received an application 3-4 years ago for a couple of apartment buildings and some townhomes, but it was withdrawn before going through the public review process.

Chair Maggi asked if this property was owned by the school district.

Mr. Hunting replied in the affirmative.

Chair Maggi asked if the sale of the property would be between the school district and the developer.

Mr. Hunting replied in the affirmative, stating the City had no involvement in the sale and does not own the property.

Commissioner Simon referred to the preliminary plat and asked for clarification of what looked like proposed buildings within a drainage and utility easement.

Mr. Hunting explained that the verbiage was referring to a common open space area and the driveway area; the lots are separate from any of the drainage easements.

Commissioner Simon asked if there were any comments from the fire department.

Mr. Hunting replied that Fire had no issues with the request as it met their requirements.

Commissioner Simon asked if the fire department required sprinklers in these townhomes.

Mr. Hunting suggested they ask the developer that question.

Commissioner Simon asked if the neighbors to the north would be able to access their backyards once this property was developed.

Mr. Hunting suggested that the applicant address that question.

Commissioner Niemioja asked if this lot was too small for a school to be built under current codes.

Mr. Hunting replied that he was unsure.

Commissioner Niemioja asked if these would be rental or owner-occupied units.

Mr. Hunting replied they will be for sale (\$300,000-plus per unit).

Commissioner Niemioja noted the traffic concerns raised by neighbors and asked what safety measures would be put in place around this neighborhood.

Mr. Hunting replied that the public works director had hoped to have a response to that question for this meeting but was unable to draft it in time.

Commissioner Niemioja asked if Mr. Dodge could address some of the engineering concerns from the surrounding homeowners.

Steve Dodge, Assistant City Engineer, stated the concerns from the Oaks were mainly about drainage coming off the impervious surface towards the Oaks property to the north or east. The developer will be capturing their impervious surface stormwater and they are providing a drainage swale on the north and east that directs stormwater to the proposed pond in the southeast corner of the site. The City has advised the developer that the proposed drainage swale should have the capacity to convey a 100-year storm event. Because they manage things under winter conditions as well, the developer must leave some extra space for water to move. The developer agreed to look at the areas around Lots 13, 22, 14 and 21 to make sure they have the capacity to treat any water draining that way. The Oaks was also concerned about snow storage and the developer advised they left enough space for snow storage, which would drain towards the pond. Some of the backyards of the Oaks have seen water up to their porches. The developer, the City, and the City's water resources engineer, Barr Engineering, are going to look at the flood elevations for the area, the stormwater management plan, and the emergency overflows to verify that the neighbors on all borders of the plat are protected. Generally, the Oaks seemed to be receptive of the developer's responses and the City requirements.

Chair Maggi noted that the Planning Commission generally looks at stormwater management within the plot of land being developed at the time but asked if engineering staff looked at stormwater management more comprehensively, such as within a five-mile radius.

Mr. Dodge replied in the affirmative, stating they look not only at the subject property, but also at adjacent and downstream properties and the comprehensive design of the trunk storm sewer system.

Commissioner Weber asked if the 10 single-family lots on the southern portion of the plat

needed to meet the R-1C 100-foot minimum lot width requirement for corner lots and 85-foot for interior lots.

Mr. Hunting replied that part of their request is for flexibility from the standard lot sizes to allow those to be reduced to 55-feet wide and about 6,800 square feet in total area, with corner lots being a bit larger.

Chair Maggi stated they should consider is how the reduced lot sizes would impact potential homeowner requests for decks and patios in the future.

Commissioner Wippermann stated that typically when the City agrees to flexibility requests for a PUD project, they get something in return, such as extra open space. He asked what the City was gaining in this case.

Mr. Hunting replied it is an opportunity to develop the site to its fullest potential while providing current trends in development that the market is looking for (i.e., smaller lots and reduced lot widths).

Commissioner Wippermann stated the neighborhood to the south had much larger lots compared to what is being proposed and questioned why they were allowing them to pack so many homes onto this piece of property.

Opening of Public Hearing

John Rask, M/I Homes, 5354 Parkdale Avenue, St. Louis Park, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Rask replied in the affirmative. He advised that M/I Homes purchased Hans Hagen Homes about 5 years ago but have been building and developing land in the Twin Cities for nearly 60 years. They were brought into this site by Dick Braun and Mark Gunther, who thought they would be a good fit for this project given the type of townhomes they build and how this site was laid out. To answer previously asked questions, he advised that the units would be fully sprinkled. Each unit has its own fire suppression system as required by code. Regarding access to the back yards for the development to the north, Mr. Rask advised that the Oaks townhome fences were constructed along the property line which in essence landlocked themselves. They spoke with some of the members of the Oaks HOA Board about that issue and agreed to provide access over that area for any of the adjacent residents that would need to get access to the rear of their fence. In response to the question about whether this site was too small for a school, his understanding was that there was no specific minimum lot size for a school and in this case the school district likely just decided the site was not adequate and elected to sell it. Regarding price and ownership, the townhomes are all for sale units with prices starting at \$300,000-\$350,000, depending on what upgrades buyers choose. All units are three bedrooms, 2.5 baths, and range in size from 1,750 to 2,400 square feet. The single-family villa homes are one-level living. They do not have age

restrictions on the homes, but they are designed for the empty nester with main floor master and laundry and smaller lots that are easy to maintain. A patio space design is provided outside the 30-foot setback. The homeowners in the single-family villas will own and maintain their own home but must still adhere to association guidelines, such as not being allowed to build a shed or house addition. The homes will sell in the upper \$300,000's to low \$400,000's. Regarding parks, these homes are not being marketed to families with children so likely that will not be a factor. Also, they realize that the single-family lots are not as large as those to the south, but the idea was to provide an appropriate transition from the single-family neighborhood to the townhomes and apartments to the north. Regarding traffic, they normally do not do traffic studies for townhome communities less than 100-150 units. With townhomes in general there is not a peak demand like you would have in commercial areas where everyone arrives and leaves at the same time. It is similar to single-family neighborhoods with the exception that family size and traffic counts tend to be lower in townhomes than single family. They have worked with the Oaks and understand their concerns and are working through that with the City and their stormwater consultant to come up with a plan that addresses those concerns. The Oaks have existing drainage problems, and their goal is not to add to their problem and perhaps even help them by rerouting stormwater.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi appreciated that the neighbors raised valid questions and the developers seem to have addressed those concerns. She had some concerns about smaller lot sizes based on historical precedence but felt perhaps the single-family homes being targeted to empty nesters would make a difference.

Commissioner Clancy stated the lot size question is still debatable, but the applicant's explanation for why they are the size that they are makes sense. He felt confident that many of the questions posed by the surrounding residents have been answered and he was reassured that the building department will have another chance to look at drainage and utility easements.

Commissioner Niemioja appreciated Mr. Dodge addressing her main concern, which is stormwater management. She believes that traffic will be addressed at some point and having the patio built into the design and this being part of an HOA makes her more comfortable with the single-family home lot sizes.

Commissioner Wippermann stated he did not have an issue with the smaller lots since they were being built as villa homes targeted for empty nesters, similar to what was approved in the Canvas development. He would have had an issue if it were designated as a regular single-family area with families and youngsters.

Commissioner Kramer stated he was comfortable with the smaller lots knowing that there were only 10 villa homes and he felt it would provide a natural progression of uses and

densities. He stated this property has been vacant for a long time and he thinks this development will bring vibrancy to the neighborhood with more people walking, using Oakwood Park, and visiting local businesses.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a comprehensive plan amendment to change the guided land use from P, Institutional to MDR, Medium Density Residential, a rezoning from P, Public/Institutional to PUD, Planned Unit Development, a preliminary plat and preliminary PUD for an 80-lot development (10 single-family homes, 70 townhomes), and a conditional use permit for a 70-lot town home development, for the former South Grove Elementary school site, with the conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on March 8, 2021.



PLANNING REPORT

CASE NO.: 21-06PUD

APPLICANT: M/I Homes

PROPERTY OWNER: Independent School District 199

REQUEST: Comprehensive Plan Amendment, Rezoning, Preliminary Plat/Preliminary PUD and Conditional Use Permit

LOCATION: Clayton Avenue between 76th and 77th Streets

HEARING DATE: February 16, 2021

COMPREHENSIVE PLAN: Public/Institutional

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to develop the old South Grove Elementary school site into a residential neighborhood consisting of 70 townhome units and 10 single family units. The property is 10 acres in size so overall project density would be 8 units/acre. The northern half of the site would be the townhome neighborhood and the single family lots would be on the south side of the site abutting an existing single family neighborhood. The project is proposed as a planned unit development to provide some flexibility in design to accommodate the project design. The street system consists of both public and private street/driveways for the units. Public streets would include the extension of Cloman Way from the north and providing an extension to Clayton Avenue (proposed 76th Lane East). Sidewalks would be constructed on one side of the public streets. Permanent open space would be provided in the northwest corner, along the east boundary and in the southeast corner. The main stormwater ponding area would be in the southeast corner.

The applicant is proposing the PUD with reduced yard setbacks for both the townhome units and single family homes.

REQUESTS

The specific requests for the project include the following:

1. Comprehensive Plan Amendment to change the land use from Public/Institutional to MDR, Medium Density Residential (8-12 units/acre).

2. Rezoning of the property from P, Institutional to R-1C/PUD, Single Family Planned Unit Development and R-3B, Multiple Family Planned Unit Development.
3. Preliminary Plat for 70 townhome lots, 10 single family lots and 5 outlots to be known as South Grove.
4. Preliminary Planned Unit Development for South Grove.
5. Conditional Use Permit for the 70 townhome units.

EVALUATION OF THE REQUEST

Comprehensive Plan Amendment and Rezoning

The subject parcel is currently guided Public/Institutional and defined in the 2040 Comprehensive Plan as follows:

"Uses categorized as public/institutional include a number of different types of public and semi-public uses. Most of the institutional land in Inver Grove Heights is developed land occupied by public or private schools, religious institutions, or facilities associated with the government such as City Hall, Veterans Memorial Community Center, state or county facilities. "

The applicant is proposing to change the land use designation to MDR, Medium Density Residential to be consistent with the type and density of the proposed project.

Medium Density Residential is defined in the 2040 Comprehensive Plan as:

"Medium density residential accommodates somewhat higher residential densities ranging from 8-12 dwelling units per net acre. Uses in this classification include higher density townhome developments and apartments, all with full public utility service."

This report lists other policies in the 2040 Comprehensive Plan that are relevant to the request:

ESTABLISHED DEVELOPMENT AREA POLICIES

- Allow infill development in a manner that protects the character of existing residential neighborhoods.
- Provide a broad range of housing opportunities.
- Provide appropriate buffers to allow density transitions and to accommodate a range of housing types.

Existing surrounding uses. The site is currently surrounded by a mix of residential uses including townhomes and single family homes. The Oaks townhome project immediately to the east is developed at a density of approximately 7 units per acre. The South Grove project would be similar to other multiple family projects in the area where they are abutting single family neighborhoods on their boundaries. The project design reflects a growing trend of condensing units with reduced setbacks and putting single family homes on smaller lots. The existing neighborhoods were constructed mainly in the 1970's and 1980's. The project appears to be consistent with the surrounding area mix of townhomes and single family homes. Amending the plan would allow for a broader range of housing opportunities.

Rezoning. The project proposes a rezoning to Planned Unit Development consisting of R-1C and R-3B zoning categories. These zoning designations would be consistent with the plan design and would be consistent with the overall density of the project.

Planned Unit Development and Plat

All detailed information and calculations are taken from the information contained in the latest plan set dated 2/5/21.

Chapter 13. Article A of the zoning ordinance provides for performance standards for a planned unit development (PUD). The purpose of a PUD from ordinance is as follows:

A. Providing the means for greater creativity and flexibility in environmental design than is proposed under the strict application of this title while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the city and its inhabitants.

B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.

C. Encouraging a more creative and efficient approach to the use of the land.

D. Encouraging the preservation and enhancement of desirable site characteristics and open space.

E. Encouraging a development pattern in harmony with land use density, transportation facilities and community facilities, and objectives of the comprehensive plan.

Minimum Area.

Ordinance requires minimum total area required for a planned unit development to be 10 acres of contiguous land. The subject site is 10.0 gross acres in size which satisfies this requirement.

Site Coverage.

Ordinance requires total ground areas occupied by buildings in a planned unit development shall not exceed twenty percent (20%) of the net land area, excluding public streets and permanent water areas.

Gross Area	R-O-W/Ponding Area	Net Area	20% Net Area
10.0 acres	1.55 acres	8.25 acres	1.65 acres 82,677 sq ft

The plan shows total building pad areas for the 80 lots to be a total of 2.2 acres or 26.93%. The applicant is requesting flexibility from standards to allow for greater building coverage.

Residential Unit Densities.

Total number of dwelling units allowed in a development shall be determined by either:

- a. the area standard of the underlying zoning district; or
- b. the density specified by the comprehensive plan land use category.

R-1C Neighborhood

R-1C Net Area	R-1C min lot size	Maximum Density per Zoning Category	Proposed Unit Count/Density
3.38 acres	12,000 sq ft	12	10

R-1C Net Area	Land Use Category MDR (8-12 units/acre)	Maximum Density per Land Use	Proposed Unit Count/Density
3.38 acres		27	10

R-3B Neighborhood

R-3B Net Area	R-1C min lot size	Maximum Density per Zoning Category	Proposed Unit Count/Density
6.62 acres	3,630 sq ft	79	70

R-3B Net Area	Land Use Category MDR (8-12 units/acre)	Maximum Density per Land Use	Proposed Unit Count/Density
6.62 acres		79	70

The overall proposed unit count of 80 total units is consistent with both the base zoning and land use maximum densities which would be between 80-120 units.

Lot size and Width.

The project is proposed with lot size and widths that vary from regular standards. PUD's are allowed flexibility provided the plan spells out specific minimums. Lot sizes in the single family neighborhood would range from 6,875 square feet to 9,713 square feet. Lot widths would be 55 feet and Lot 1 would be 80 feet. Townhome lots do not have a required minimum lot size or width.

Building Setbacks.

The project is proposed with specific setbacks that vary from R-1C standards. PUD's are allowed flexibility provided the plan spells out specific setbacks.

Single Family Neighborhood	R-1C Standard	Proposed PUD
Front and Corner Setback	30 feet	22 feet
Side Yard	10 ft house, 5 ft garage	7.5 feet (15 foot separation)
Rear Yard	30 feet	30 feet

Setback for Lot 1 from Clayton Avenue would be 30 feet which complies with standard perimeter setbacks.

Multi Family Neighborhood Urban Row Townhomes	R-3B Standard	Proposed PUD
Front and Corner Setback	30 feet	15 feet
Side Yard	20 feet	12 feet separation
Rear Yard	30 feet	22 feet

Multi Family Neighborhood Townhomes	R-3B Standard	Proposed PUD
Front and Corner Setback	30 feet	22 feet
Side Yard	20 feet	15 feet separation
Rear Yard	30 feet	25 feet

The townhomes along the north boundary would comply with the required 30 foot rear yard setback.

The standard PUD ordinance requires a 20 foot building separation as a code standard. The applicant is requesting flexibility to allow 12 and 15 foot building separations.

Impervious surface coverage.

Based on the proposed lot sizes, standard impervious surface coverage for the single family neighborhood would range from 37 to 40 percent. The townhome neighborhoods would be 40%. The plans identify total impervious surface including buildings and driveways to be 29% which is below allowed impervious surface for both zoning standards.

A maximum impervious surface calculation shall be done for each lot with the final plan set. This allows tracking of total impervious surface with building permit review. The table would be part of the approved plans so it can be reference for compliance when building permits are reviewed.

Open Space.

The ordinance requires a minimum of 15% of the site be preserved in open space. The applicant identifies on the plans the eastern edge, southeast corner and part along the north boundary as the required open space. Total area would be 15% of the site. This area will have to be protected permanently with some type of easement to ensure the open space remains. This would be addressed in the developer's agreement for the project.

Tree Preservation/Landscaping.

The site is a redevelopment site and there are some trees remaining around the old school development footprint . Most of those trees would be removed so there will be some reforestation required. Required landscaping includes one tree per townhome unit and one street tree per single family lot. Total landscaping and reforestation for the development requires 120 trees. The applicant is proposing a total 120 trees consisting of both coniferous and deciduous trees. There will be some evergreen trees planting for screening along the north boundary east of Cloman Way and some additional trees along the east boundary. Many of the mature trees along the east boundary will remain.

Park Dedication.

Park dedication would consist of a cash contribution for all the lots. Single family cash contribution is \$2,850 per lot and townhome cash contribution is \$4,000 per unit. Fees are payable at time of final plat release.

Access/Streets.

The project would include extending Cloman Way from the north and constructing a new e-w street that would connect to Clayton Avenue. There are also some private roads that would serve all of the townhome units. The ten single family homes would have driveways on the new east-west street. There would be no townhome driveways onto the public streets. Public street widths would be 28 feet wide which allows parking on one side.

Off street parking is satisfied with each unit have a two-car garage and driveway. There are 8 guest parking spaces proposed in the townhome neighborhood between Clayton and Cloman. Some of the interior private streets would also be 28 feet wide which would provide access to parking on one side of the streets.

Grading, drainage, stormwater and utilities.

The Assistant City Engineer has drafted a memo with his comments. These comments are required to be addressed with the final PUD plan submittal. These comments would be included in the condition that the plans must be approved by the City Engineer. Generally, Engineering has not identified any issues with the plans.

Engineering has had numerous conversations with residents of the Oaks Townhomes to address their grading and stormwater concerns. On February 11, Engineering held a virtual meeting with residents to go over the plans. The applicant also attended this meeting to help answer questions, and to look at tweaks to the plans to accommodate their concerns. These comments and any changes would be reflected in the final PUD plan set submittal.

Building Exteriors. The applicant has provided illustrations in the narrative and drawings of the townhome units. The buildings would have a mix of exterior materials and designs that would comply with exterior material standards. All units would have two-car garages.

Development contract.

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All the agreements will be approved by the City Council as part of the final PUD review.

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 surrounding area is developed with a mix of single family and multiple family residential. Provided the comprehensive plan amendment is approved, the uses and density would be similar to the area.

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.*

To provide some flexibility in design for this infill project, the developer seeks a planned unit development. That provides the ability to design a project with current homeowner tastes and trends in mind.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The existing area is developed residential. This project would be consistent with that general land use. It also provides additional public streets to provide two different routes for traffic to and from the neighborhood.

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 project will provide additional public street access and will provide for an improved storm water system for the area.

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 project would not be out of character.

- iii. *Fencing, landscaping and buffering*

The applicant is providing landscaping per code and placing along existing developments for additional screening

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 approximately the same density as surrounding developments. The site is a redevelopment of an old school property so the site is already flat. Perimeter setbacks would be met. Interior design provides for parking for vehicles, sidewalks and walkability for the new residents.

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.*

The development must follow all current stormwater standards which include on-site ponding and there will be improvements made to address existing storm water in the area.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:
 - o Approving the Comprehensive Plan Amendment from Public/Institutional to MDR, Medium Density Residential subject to the following conditions:
 - 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 - 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
 - 3. The comprehensive plan land use change shall not become effective until a rezoning and development plan has been approved by the City Council.
 - o Approval of the Rezoning from P, Institutional District to R-1C/Planned Unit Development and R-3B/Planned Unit Development.
 - o Approval of the Preliminary Plat, Preliminary PUD subject to the following conditions:
 - 1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

<u>Plan</u>	<u>Date of Plan</u>
Cover Sheet	2/5/21
Preliminary Plat	2/5/21
Preliminary Site Plan	2/5/21
Preliminary PUD Plan	2/5/21
Preliminary Grading Plan	2/5/21

Preliminary Erosion Control Plan	2/5/21
Preliminary Grading Details	2/5/21
Preliminary Sanitary & Watermain/Site Plan	2/5/21
Preliminary Storm Sewer Plan	2/5/21
Preliminary Street Profiles	2/5/21
Preliminary Landscape Plan	2/5/21
Tree Preservation Plan	2/5/21

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

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary PUD Plan.
 - b. Reduced lot size and width as shown on the Preliminary Plat.
 - c. Total building coverage allowed per table shown on the Preliminary PUD Plan.
 - d. Building separation ranging 12 ft -15 ft as shown on the Preliminary PUD Plan.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works and shall address the comments contained in the memo from the Assistant City Engineer dated 2/11/21.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. The developer shall be responsible to insure the open space depicted on the Preliminary PUD Plan remains in open space and is controlled by the home owner's association. A conservation easement shall be placed over the easement areas to restrict use and restrict cutting of vegetation. It shall remain in its present state. The easement would be part of the improvement agreements for the final plans.
9. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

10. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.

B. Denial: Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

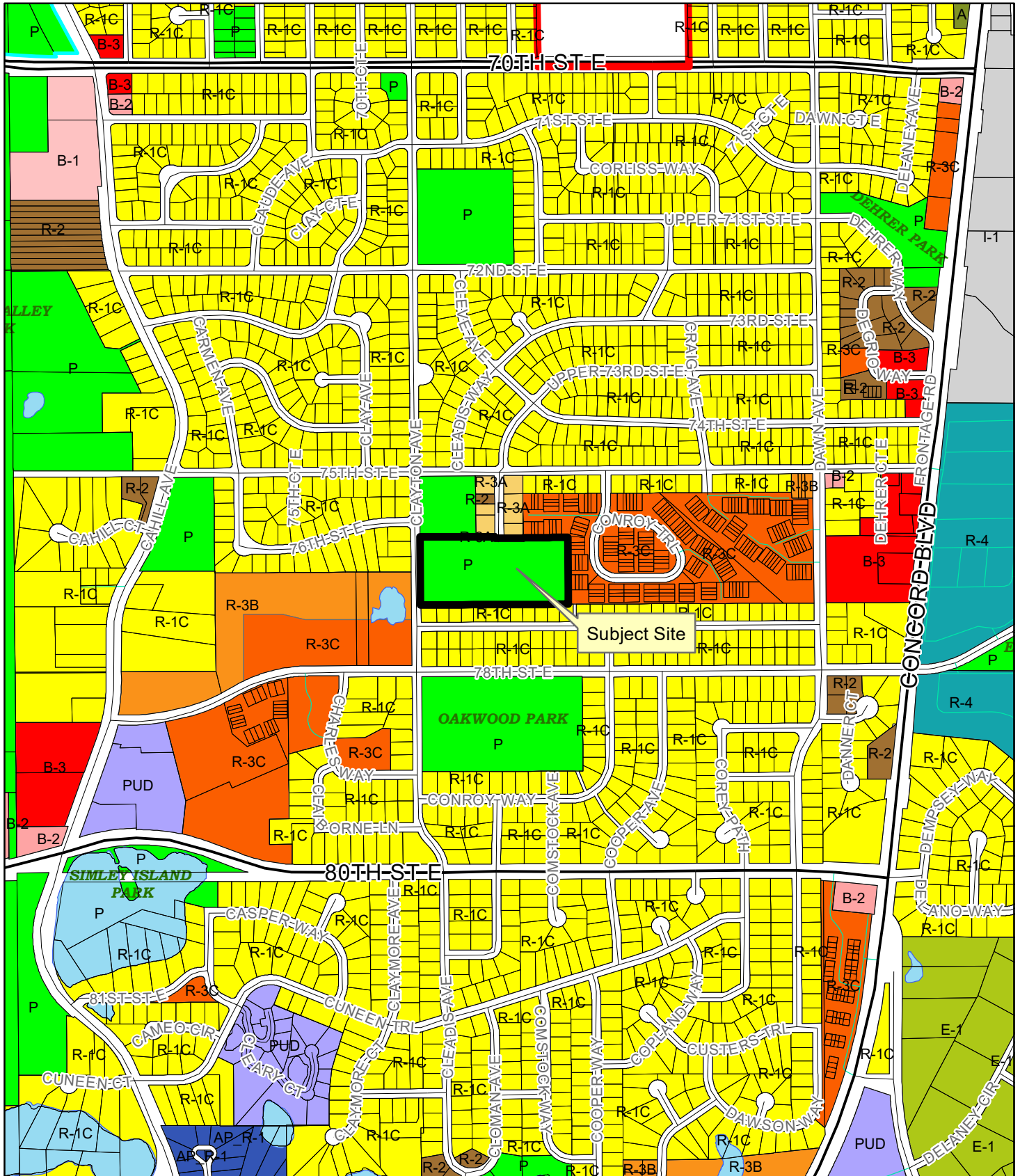
RECOMMENDATION

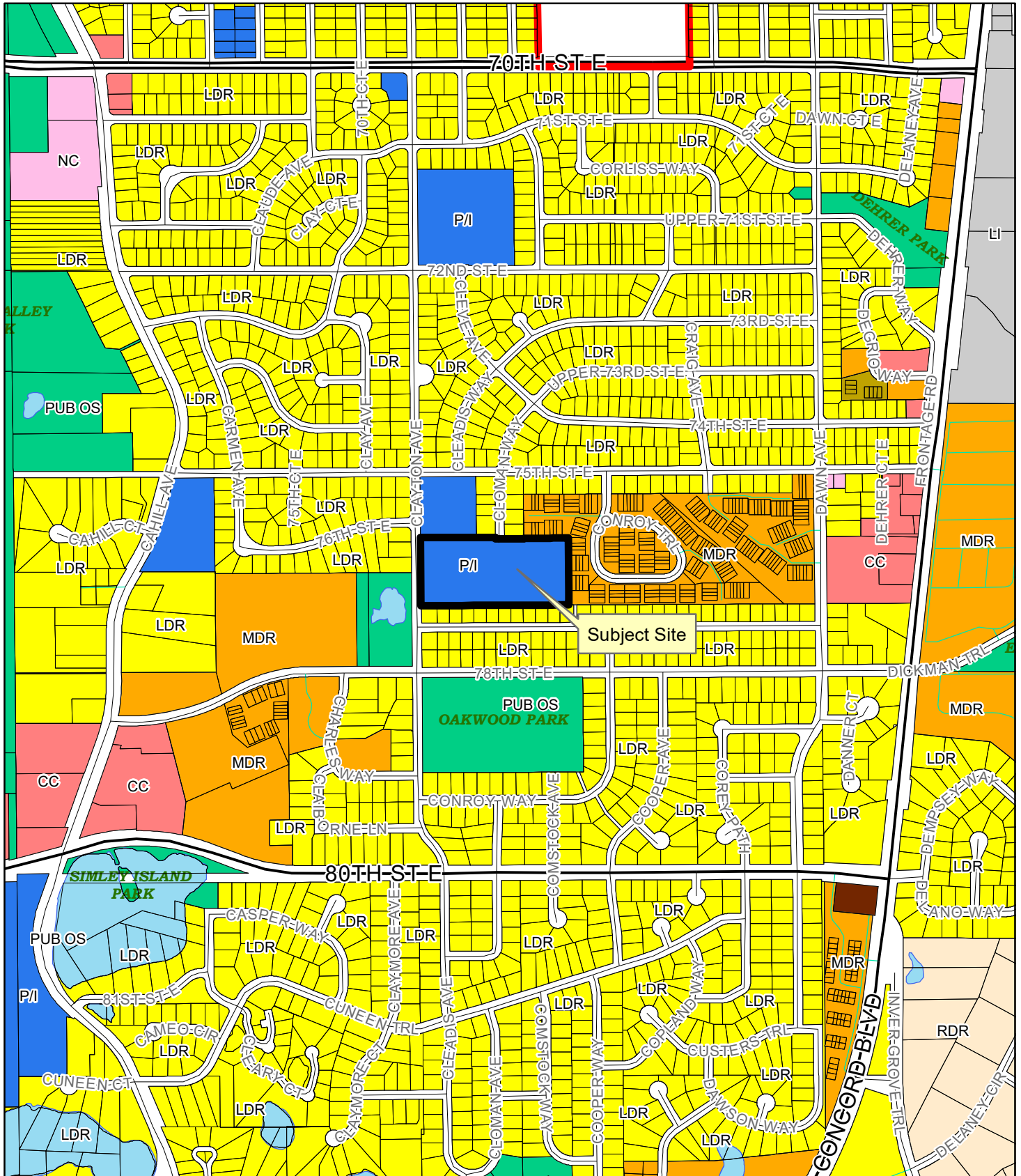
A technical review of the project shows that it meets the size and density standards. The applicant requests flexibility from lot size, setbacks, building coverage and separation through the planned unit development rules. The Planning Commission is to determine if the project meets the intent of the criteria for a PUD that is listed in this report.

If a recommendation of approval is supported, then staff would recommend approval of all the requests with the conditions listed in the report.

Attachments:

Location/Zoning Map
Comprehensive Plan Map
Applicant Narrative
Cover Sheet
Preliminary Plat
Preliminary Site Plan
Preliminary PUD Plan
Preliminary Grading Plan
Preliminary Erosion Control Plan
Preliminary Grading Details
Preliminary Sanitary & Watermain/Site Plan
Preliminary Storm Sewer Plan
Preliminary Street Profiles
Preliminary Landscape Plan
Tree Preservation Plan
Townhome Building Elevations
E-mails from Residents





SOUTH GROVE

January 19, 2021

Preliminary Planned Unit Development (PUD), Comp Plan Amendment; Preliminary Plat; and Rezoning/Conditional Use Permit Applications

SOUTH GROVE

PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD), COMP PLAN AMENDMENT; PRELIMINARY PLAT; AND REZONING/CONDITIONAL USE PERMIT APPLICATIONS

INTRODUCTION

M/I Homes is purchasing the former site of the South Grove Elementary School. The property is currently owned by Independent School District 199. The property is approximately 10 acres in size.

The site plan for South Grove development takes a unique and creative approach to design and utilization of the property in a way that preserves some of the natural features of the land, while providing the appropriate transitions between the adjacent neighborhoods.

The project includes 80 total lots which is comprised of a mix of 10 single family lots and 70 townhomes. The single family lots have been oriented on the site so they are adjacent to the existing single family to the south. The townhomes will be adjacent to the existing apartments to the north and the condos located to the east. This mix of housing will appeal to a broad segment of the home buying public, while also providing architectural variety and interest in the neighborhood.

COMP PLAN AMENDMENT

The site is currently guided Public Institutional and we are proposing a new land use designation of Medium Density Residential. The property is no longer used for a school and therefore a re-guiding is necessary to enjoy a reasonable use of the property. The requested Medium guiding will provide a transition between the Medium guided property to the north and east and the Low Density guiding to the south and west. The City's Comprehensive Plan states that Medium Density may include townhome neighborhoods at a density of 8 to 12 units per acre. As proposed, the project would be approximately 8 units per acre, which is at the low end of the density range.

PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)

This application is for a PUD with underlying zoning of R-1C zoning for the single family residential and R-3B with a Conditional Use Permit (CUP) for the townhomes. The CUP allows for the multi-family residential and the max building height of 40 feet for the R-3B zoning under the PUD.

OBJECTIVE AND PURPOSES OF PUD

The following outlines the factors to be considered in reviewing and approving the PUD for South Grove Townhomes.

1. The consistency of the proposed planned unit development with the adopted or proposed comprehensive plan of the city.

The PUD consisting of a mix of townhomes and single family homes is consistent with the proposed Medium Density guiding of the property. As discussed above, the PUD is also compatible with the adjacent condos, apartments, and single family homes.

2. The extent to which the proposed planned unit development is designed to form a desirable and unified environment within its own boundaries in terms of relationship of structures, patterns of circulation, visual character and sufficiency of drainage and utilities.

The PUD neighborhood plan provides a desirable and unified plan that is consistent with the adjacent neighborhoods. Specifically, the plan provides for the extension of Cloman Way through the site connecting to Clayton Avenue. This public street connection will provide for efficient access and circulation through the site. The mix of single family homes and townhomes are consistent with the adjacent land uses. Lastly, the proposed public sewer, water, and storm sewer improvements will provide sufficient drainage and utilities.

3. The extent to which the proposed uses will be compatible with the present and planned uses in the surrounding area.

The proposed uses are compatible with the surrounding uses and the site plan has been thoughtfully laid out to provide appropriate buffers between the existing residential and the new homes.

4. That any exceptions to the article are justified by the design or the development.

The proposed PUD and requested dimensional standards are consistent with the Medium Density guiding of the property and compatible with neighboring land uses.

5. The sufficiency of each planned unit development phase's size, composition, and arrangement in order that its construction and operation is feasible without dependence upon any subsequent phase.

The proposed project is an infill site and is not dependent on any other phases.

6. The burden or impact created by the planned unit development on parks, schools, streets, and other public facilities and utilities.

The proposed project does not burden the surrounding parks, street and other public facilities/utilities. The School District has indicated that their enrollment is down slightly

and they will welcome any new students. There is adequate water and sewer available to the site without taxing the system. As a part of the approval process, we are working closing with the City to improve the existing stormwater system in the immediate area to better manage the storm runoff while providing adequate storm facilities to serve the neighborhood.

7. The impact of the planned unit development on environmental quality and on the reasonable enjoyment of the surrounding property.

The proposed site plan provides for 2.4 acres of open space creating passive open space areas for the neighborhood. The open space provided exceeds the minimum required under the zoning by almost double. Further, as discussed above, the planned single family homes and townhomes are consistent with the adjacent apartments, condos, and single family homes.

PROPOSED PUD STANDARDS

The following table represents the PUD standards we are requesting for this project. Please reference the plan sheets as well for additional information on the standards. All setback dimensions are to the foundation.

SINGLE FAMILY

	<u>R-1C ZONING STANDARDS</u>	<u>PROPOSED PUD STANDARDS</u>	<u>ZONING VARIANCE</u>
LOT AREA INTERIOR LOT	12,000 SF	6,875 SF	5,125 SF
LOT AREA CORNER LOT	12,500 SF	9,000 SF	3,500 SF
FRONT SETBACK	30 FEET	22 FEET	8 FEET
SIDE SETBACK	10 FEET	7.5 FEET	2.5 FEET
REAR SETBACK	30 FEET	30 FEET	0 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET
NEIGHBORHOOD COLLECTOR STREET ROW	60 TO 80 FEET	55 FEET	5 FEET
0-9,000 SF LOT SIZE MAXIMUM IMPERVIOUS	40%	45%	5%

URBAN ROW TOWNHOMES

	<u>R-3B ZONING STANDARDS</u>	<u>PROPOSED PUD STANDARDS</u>	<u>ZONING VARIANCE</u>
LOT AREA	3,630 SF	1,320 SF	2,310 SF
FRONT SETBACK	30 FEET	15 FEET	15 FEET
SIDE SETBACK	20 FEET	7.5 FEET	12.5 FEET
REAR SETBACK	30 FEET	22 FEET	8 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET

TOWNHOMES

	<u>R-3B ZONING STANDARDS</u>	<u>PROPOSED PUD STANDARDS</u>	<u>ZONING VARIANCE</u>
LOT AREA	3,630 SF	1,529 SF	2,101 SF
FRONT SETBACK	30 FEET	22 FEET	8 FEET
SIDE SETBACK	20 FEET	7.5 FEET	12.5 FEET
REAR SETBACK	30 FEET	25 FEET	5 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET

R-3B ZONING REQUIREMENT

BUILDING COVERAGE (MAXIMUM): 20%
IMPERVIOUS SURFACE (MAXIMUM): 40%

PROPOSED ZONING REQUIREMENT PUD

BUILDING COVERAGE (MAXIMUM): 20%
IMPERVIOUS SURFACE (MAXIMUM): 46%

RESTRICTIVE COVENANTS

South Grove PUD will have a Homeowners Association (“HOA”) that will provide for the maintenance of the overall common elements in the community, including landscaping and irrigation of the common areas, and snow removal from sidewalks and private streets. The townhome owners will also receive exterior maintenance of their homes. Single family owners will be responsible for all exterior maintenance of their homes and yards. The HOA will also provide for restrictions on outdoor storage, parking (no boats, campers, or trailers) in order to keep the community looking orderly and well maintained.

ARCHITECTURAL STANDARDS

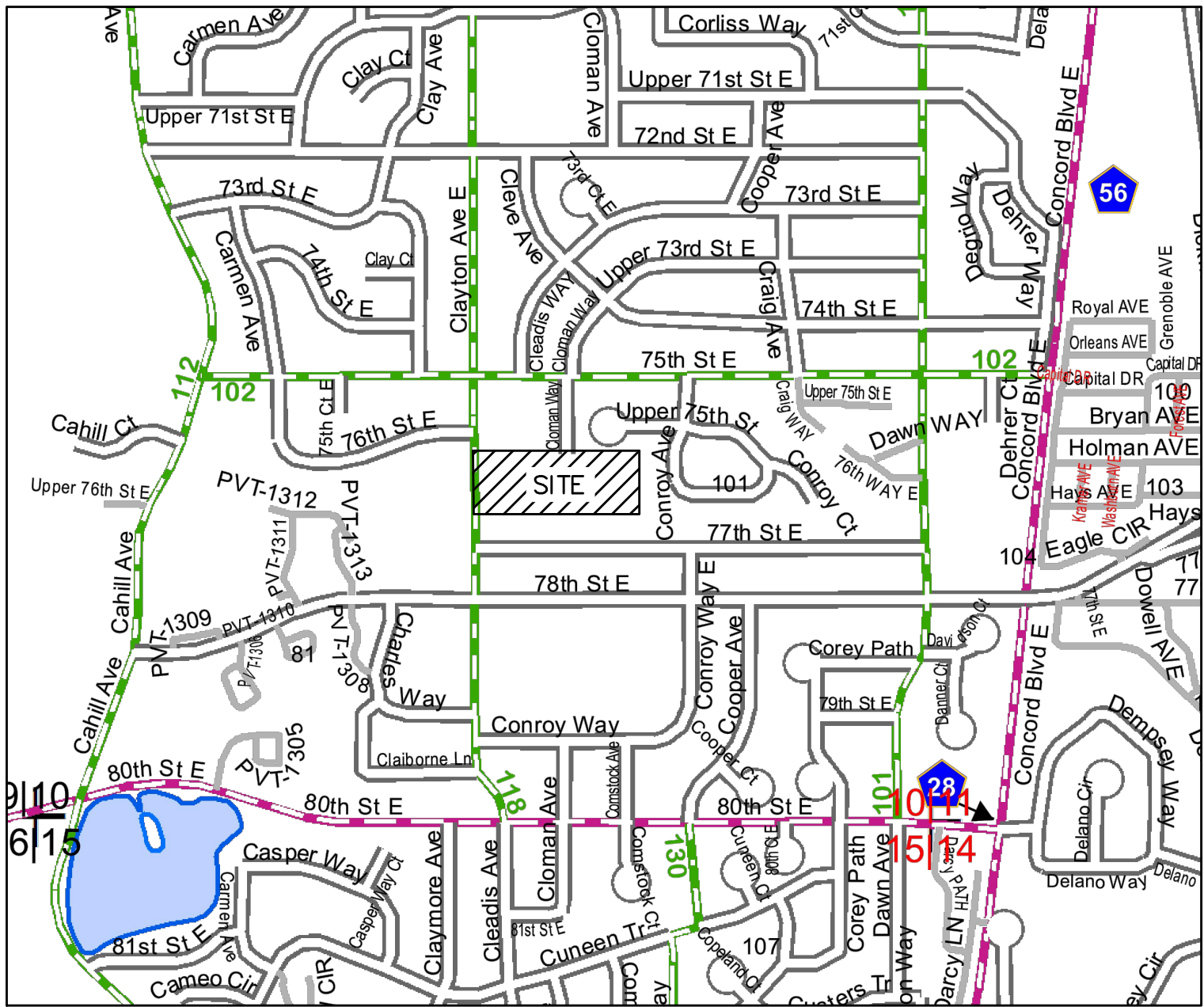
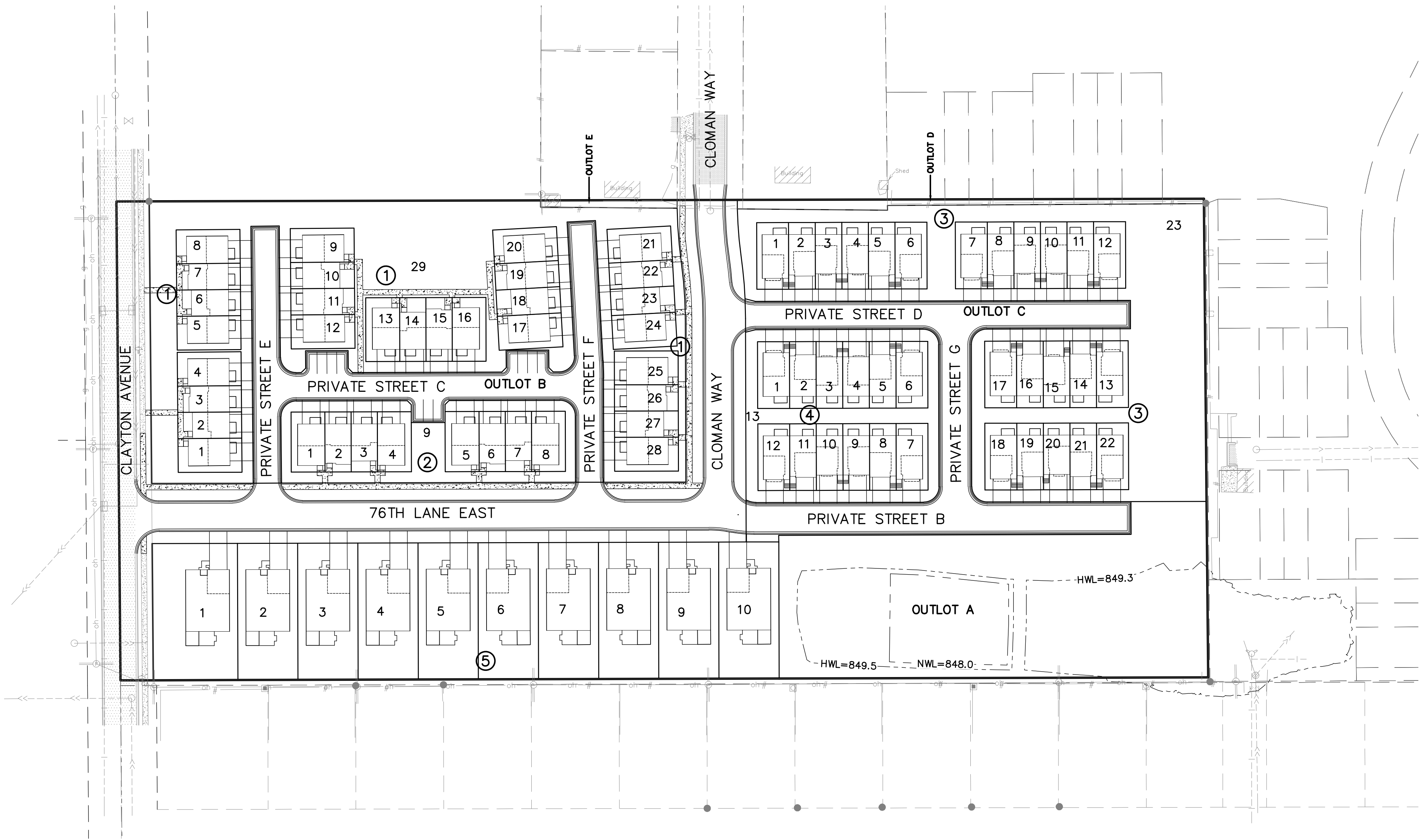
The townhomes will offer 6 unique floor plans and the single family lots will have a diverse group of floor plans to choose from, with each floor plan having several options for elevations. This promotes an architecturally pleasing neighborhood and creates for a diverse streetscape. The following are renderings of the two types of townhomes that will be offered in the neighborhood along with just a couple examples of the single family elevations.



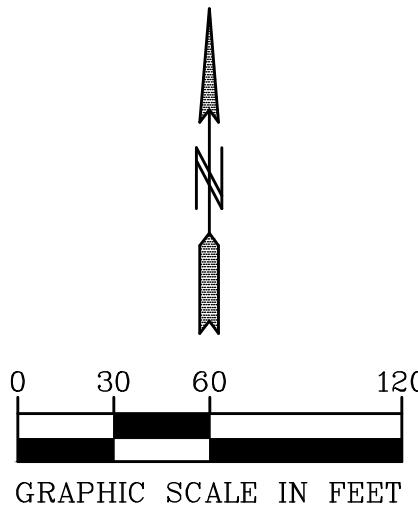




SOUTH GROVE
PRELIMINARY PLAT AND PUD
INVER GROVE HEIGHTS, MINNESOTA



LOCATION MAP



- SHEET INDEX**
- 0.1 COVER
 - 0.2 LEGEND
 - 1.1 EXISTING CONDITIONS
 - 1.2 PRELIMINARY REMOVAL PLAN
 - 1.3 PRELIMINARY PLAT
 - 2.1 PRELIMINARY SITE PLAN
 - 2.2 PRELIMINARY PUD PLAN
 - 3.1-3.2 PRELIMINARY GRADING PLAN
 - 3.3 PRELIMINARY EROSION CONTROL PLAN
 - 3.4-3.6 PRELIMINARY GRADING DETAILS
 - 4.1-4.2 PRELIMINARY SANITARY & WATERMAIN PLAN
 - 5.1-5.2 PRELIMINARY STORM SEWER
 - 6.1-6.4 PRELIMINARY STREET PROFILES

- L1. PRELIMINARY LANDSCAPE PLAN
T1. TREE PRESERVATION PLAN



Know what's below.
Call before you dig.

BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOOM WAY
ELEV=863.90

00-ENG-120212-SHEET-COV

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2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name _____
Reg. No. _____ Date _____

Revisions
1. 2-5-21 CITY PLANNING COMMENTS

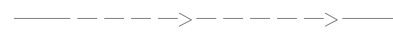
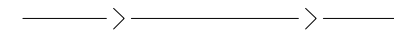
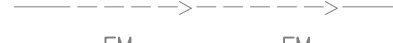
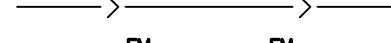
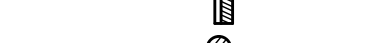
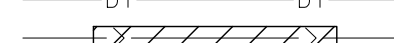
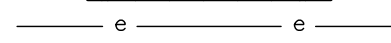
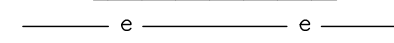
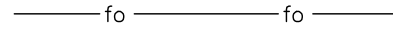
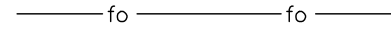
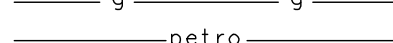
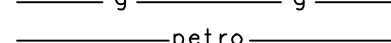
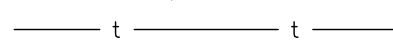
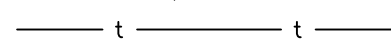
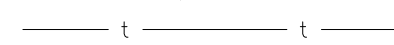
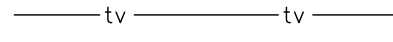
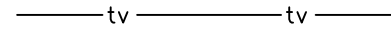
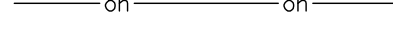
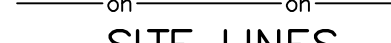
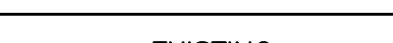
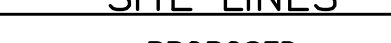
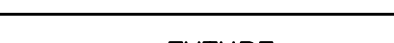
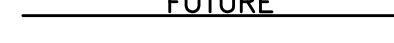
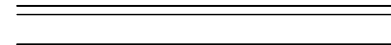
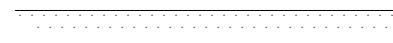
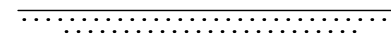
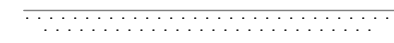
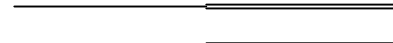
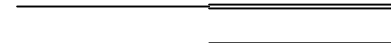
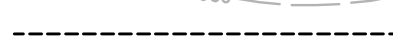
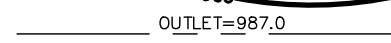
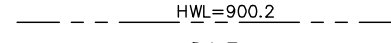
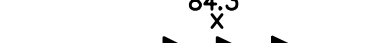
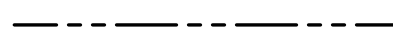
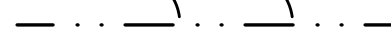
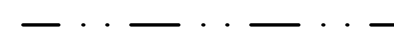
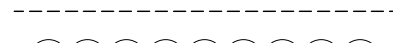
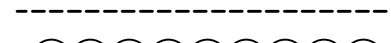
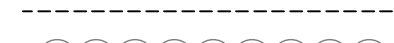
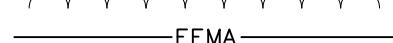
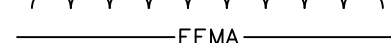
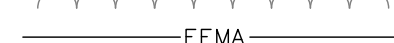
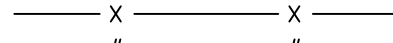
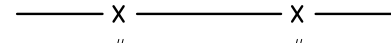
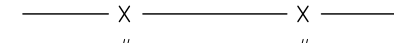
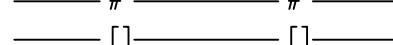
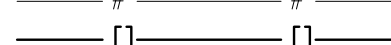
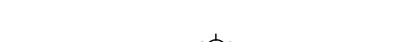
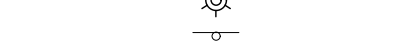
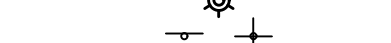
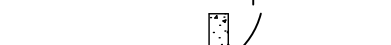
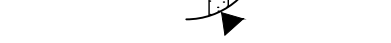
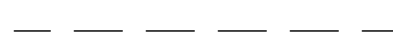
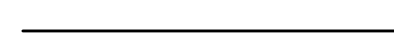
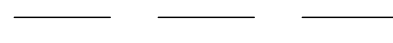
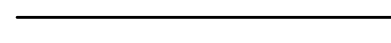
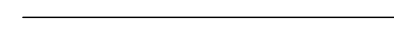
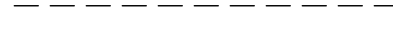
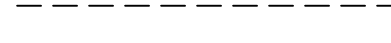
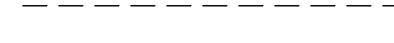
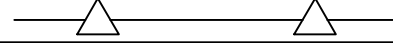
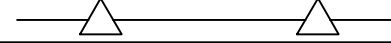
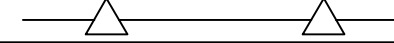
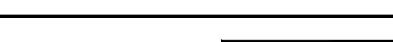
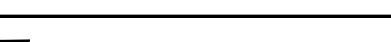
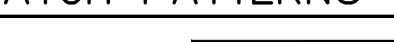
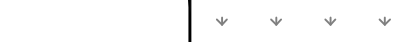
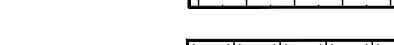
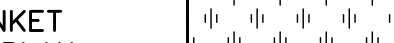
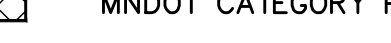
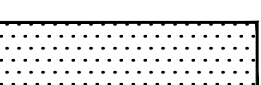
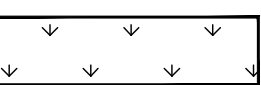
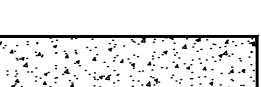
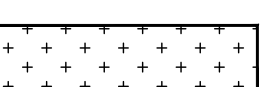
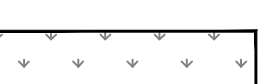
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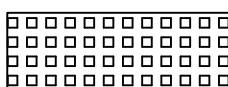
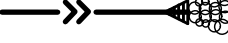
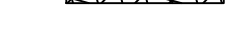
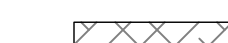
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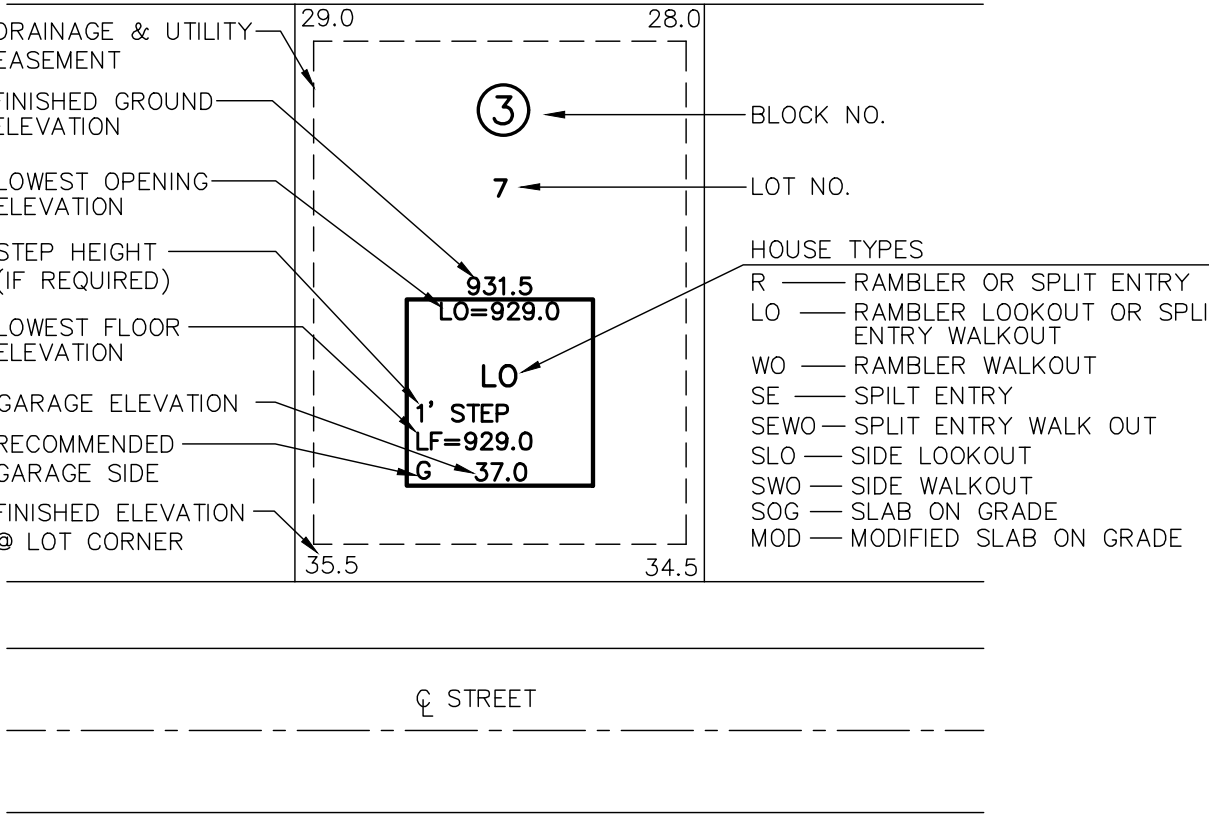
M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

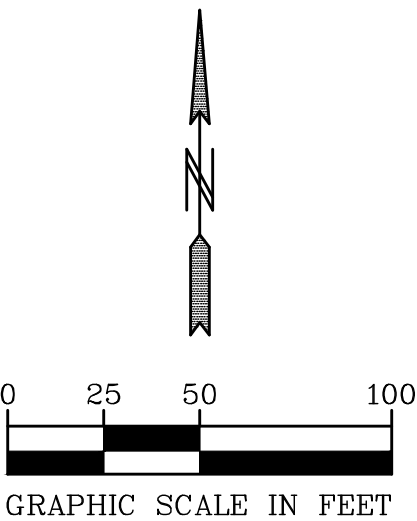
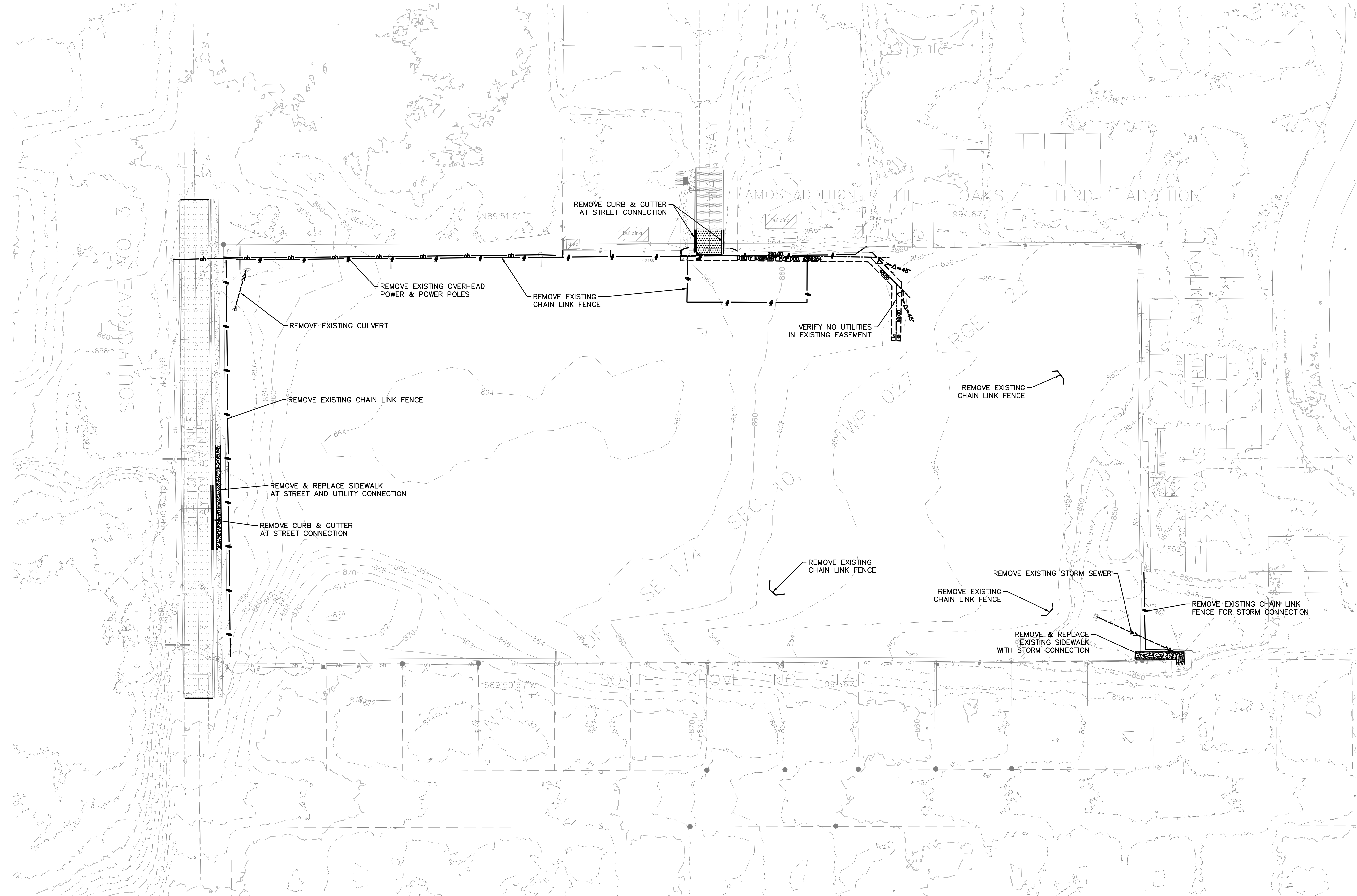
SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

0.1 OF 21

LEGEND			
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			SANITARY SEWER (SANITARY & WATERMAIN PLANS)
			SANITARY SEWER (STORM SEWER PLANS)
			FORCE MAIN
			HYDRANT
			GATE VALVE
			REDUCER
			CURB STOP
			WATERMAIN (SANITARY & WATERMAIN PLANS)
			WATERMAIN (STORM SEWER PLANS)
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STRUCTURE
			STORM SEWER (SANITARY & WATERMAIN PLANS)
			STORM SEWER (STORM SEWER PLANS)
			CULVERT
			PERFORATED DRAINTILE
			SOLID DRAINTILE SERVICE
			CASING
			UNDERGROUND ELECTRIC LINE
			UNDERGROUND FIBER OPTIC LINE
			UNDERGROUND GAS PIPELINE
			UNDERGROUND PETROLEUM PIPELINE
			UNDERGROUND TELEPHONE LINES
			UNDERGROUND TELEVISION LINE
			OVERHEAD UTILITY LINES
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			EDGE OF BITUMINOUS
			YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE)
			WHITE PAVEMENT STRIPING (SINGLE/DOUBLE)
			PHASE LINE
			CENTERLINE
			2' CONTOUR LINE
			10' CONTOUR LINE
			BASIN OUTLET LINE
			BASIN HIGH WATER LINE
			PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DRAINAGE FLOW ARROW
			DELINEATED / PROPOSED WETLAND LINE
			WETLAND BUFFER
			TREE LINE
			FEMA FLOODPLAIN BOUNDARY
			RETAINING WALL
			FENCE (BARBED WIRE)
			FENCE (CHAIN LINK)
			FENCE (WOOD)
			CONSERVATION AREA SIGN
			WETLAND BUFFER SIGN
			TYPE III BARRICADE
			LIGHT POLE
			STREET SIGNS
			PEDESTRIAN RAMP
EXISTING	PROPOSED	FUTURE	DESCRIPTION
			BOUNDARY
			RIGHT OF WAY
			LOT LINE
			EASEMENT
			SET BACK LINE
			SECTION LINE
			RESTRICTED ACCESS
HATCH PATTERNS			
	GRAVEL SURFACE		WETLAND
	BITUMINOUS SURFACE		WETLAND UPLAND BUFFER
	CONCRETE SURFACE		WETLAND MITIGATION
	RIP RAP		PERMANENT TURF RESTORATION
	SELECT BACKFILL MATERIAL		PERMANENT WET BASIN SEEDING
	EROSION CONTROL BLANKET MNDOT CATEGORY PER PLAN		UPLAND/NATURAL AREA SEEDING

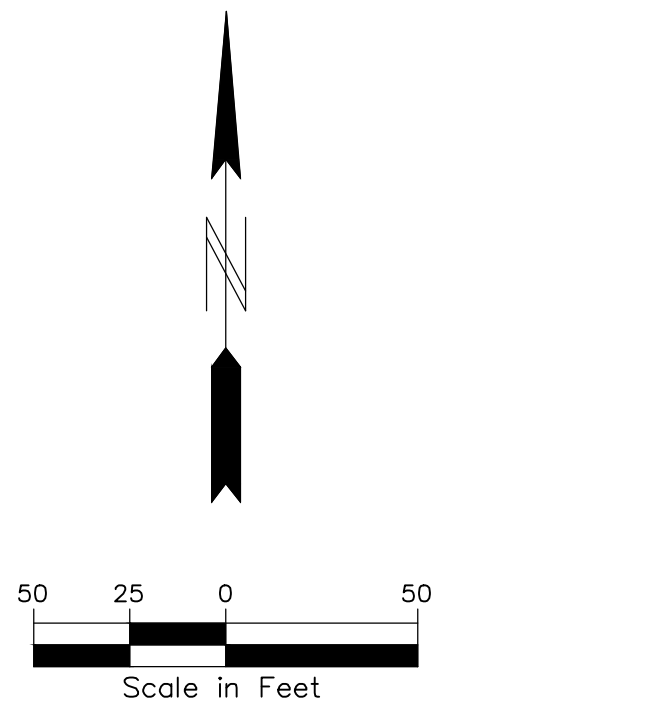
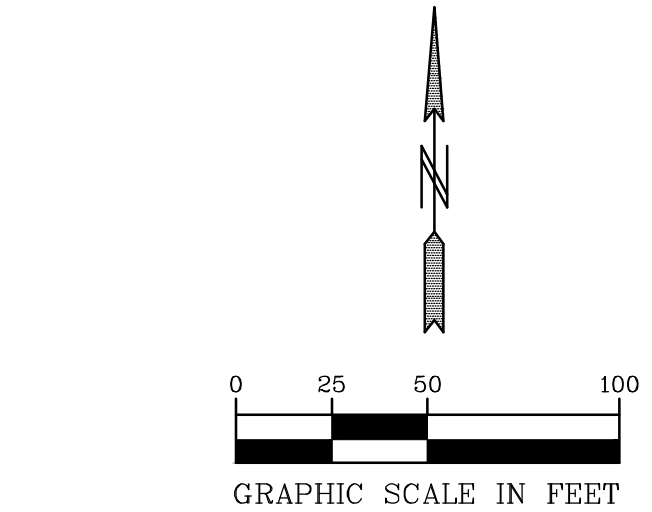
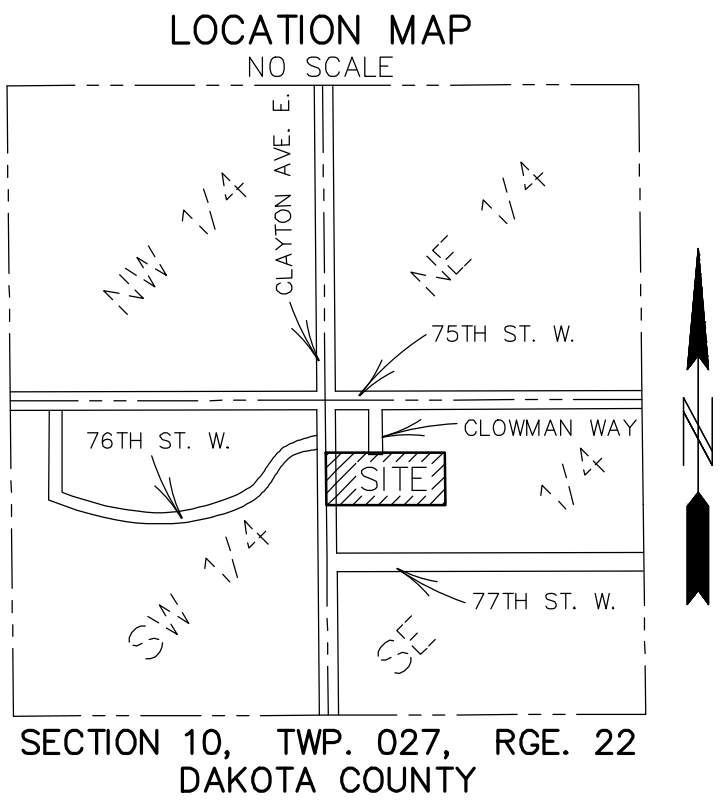
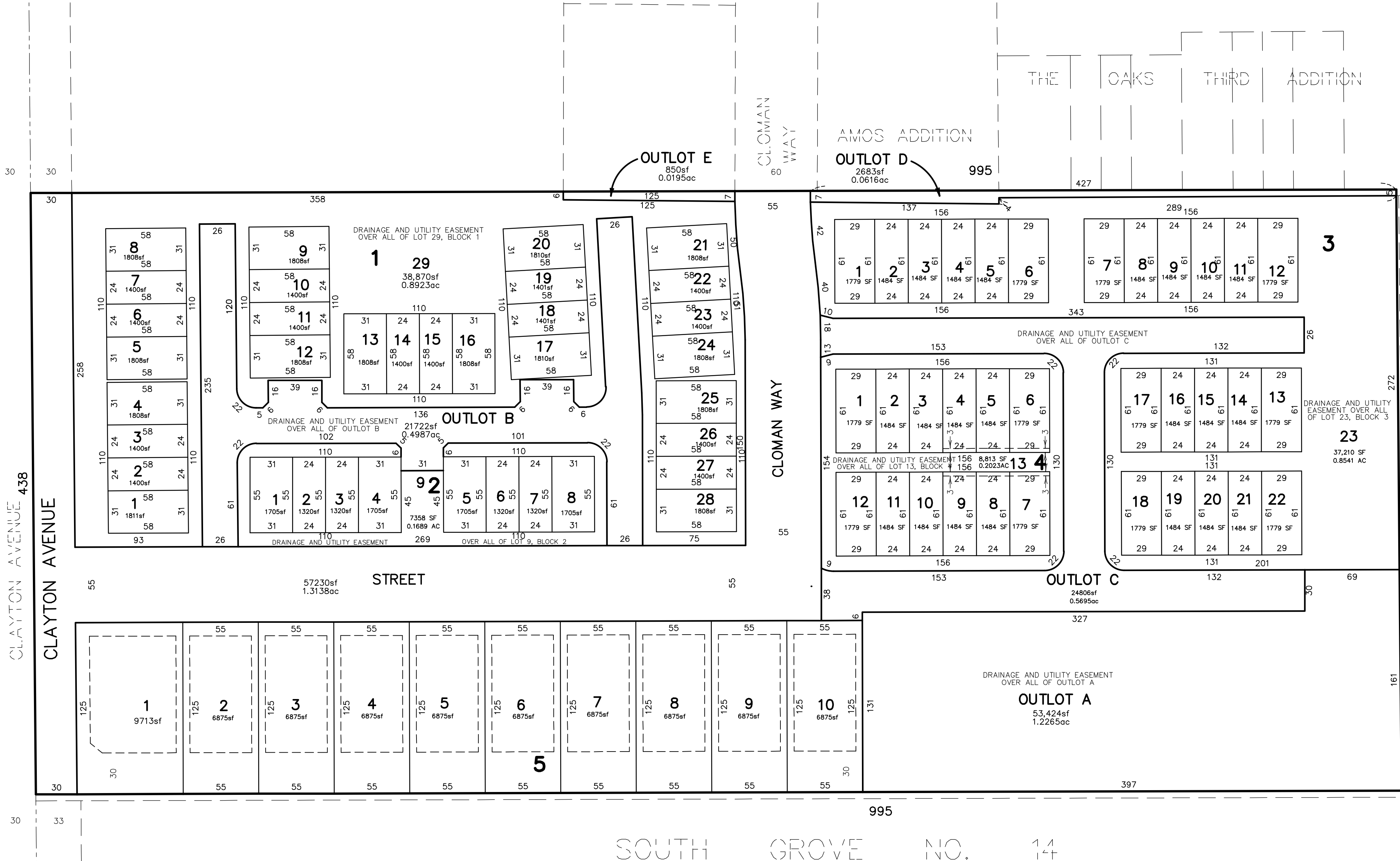
TOPOGRAPHIC SYMBOLS	
	CATCH BASIN
	CATCH BASIN BEEHIVE
	FLARED END SECTION
	GATE VALVE
	HYDRANT
	WATER SERVICE
	WATER WELL
	MONITORING WELL
	CLEANOUT
	HAND HOLE
	MANHOLE OTHER THAN SANITARY OR STORM
	SANITARY OR STORM MANHOLE
	LAWN SPRINKLER VALVE
	LAWN SPRINKLER HEAD
	UTILITY POLE
	TRANSFORMER BOX
	FIBER OPTIC BOX
	ELECTRIC BOX
	NATURAL GAS METER
	LIGHT POLE
	SEMAPHORE
	TELEPHONE BOX
	CABLE BOX
	CAST IRON MONUMENT
	FOUND IRON PIPE
	JUDICIAL LAND MARK
	PK NAIL
	CONTROL POINT
	SPIKE
	FLAG POLE
	TEST HOLE
	MAILBOX
	SIGN
	BOLLARD
	CONSERVATION POST
	DECIDUOUS TREE
	CONIFEROUS TREE
	SHRUB / BUSH
EROSION & SEDIMENT CONTROL	
	ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING
	PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING
	SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.
	EROSION CONTROL AT BACK OF CURB. TO BE INSTALLED AFTER COMPLETION OF CURB CONSTRUCTION.
	SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.
	STABILIZED EMERGENCY OVERFLOW (FLEXAMAT-SEE SHEET 23)
	MNDOT CAT 3 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION
	CATCH BASIN INLET PROTECTION TO BE INSTALLED BEFORE GRADING BEGINS.
	CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
	CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
	STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	ROCK DITCH CHECK. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	TREE FENCE

ABBREVIATIONS	
A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
C	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
OMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EOF	EMERGENCY OVERFLOW
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LOOKOUT	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
R	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT
LOT INFORMATION	
(TYPICAL SECTION NOT TO SCALE)	
	



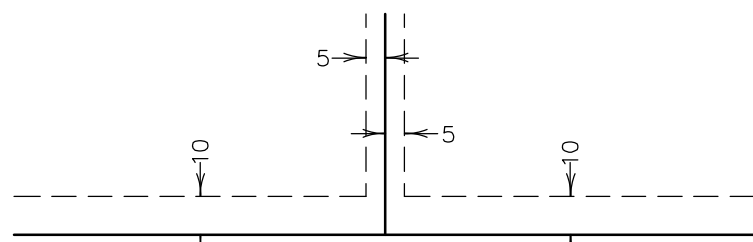
BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOMAN WAY
ELEV=863.90
00-ENG-120212-SHEET-DEMO

SOUTHGROVE NO. 13



TOTAL GROSS AREA	10.00	ACRES
TOTAL LOT AREA	6.31	ACRES
NUMBER OF LOTS	80	
NUMBER OF COMMON LOTS	4	
NUMBER OF OUTLOTS	5	
TOTAL OUTLOT AREA	2.38	ACRES
TOTAL RIGHT OF WAY AREA	1.31	ACRES
GROSS DENSITY	8.00	LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS D, E & R/W)	9.40	LOTS/ACRE

DRAINAGE AND UTILITY EASEMENTS FOR BLOCK 5 ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

LEGAL DESCRIPTION FOR PRELIMINARY PURPOSES ONLY

The West ten (10) acres of the North one-half (N 1/2) of the South Two-Thirds (S 2/3) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10), Township Twenty-seven (27), Range Twenty-two (22), Inver Grove Township, Dakota County, Minnesota.

BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOWMAN WAY
ELEV=863.90
00-SURV-120212-BASE.DWG

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name

Peter J. Hawkinson

Reg. No.

42299

Date XX-XX-XX

Revisions
1. 2-5-21 CITY PLANNING COMMENTS

Date

1-15-2021

Designed

NAP

Drawn

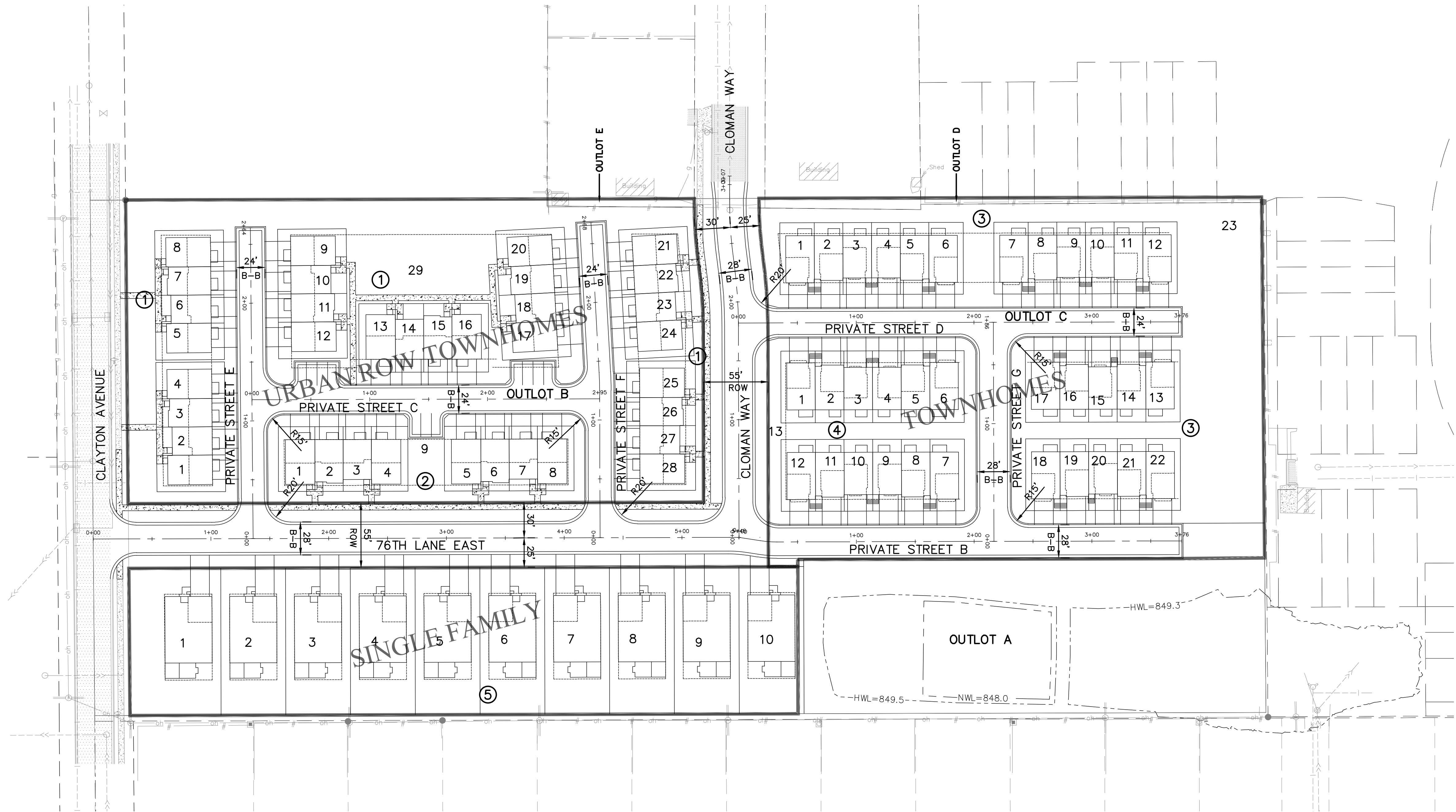
MSN

PRELIMINARY PLAT

M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

1.3 OF 21



PROPOSED ZONING REQUIREMENTS PUD:
PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL
NEIGHBORHOOD COLLECTOR STREET ROW: 55'

SETBACKS ARE TO FOUNDATION

CLAYTON AVE SETBACK FRONT: 25'
CLAYTON AVE SETBACK REAR: 25'
PERIMETER SETBACK: 25'

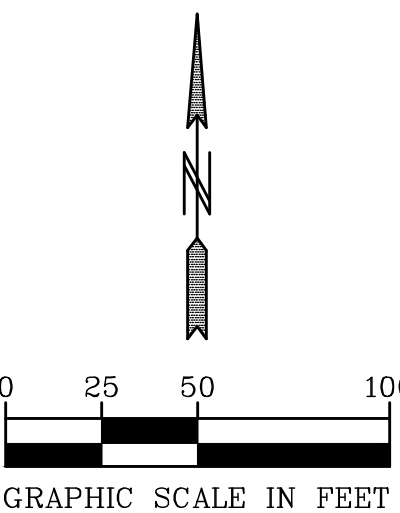
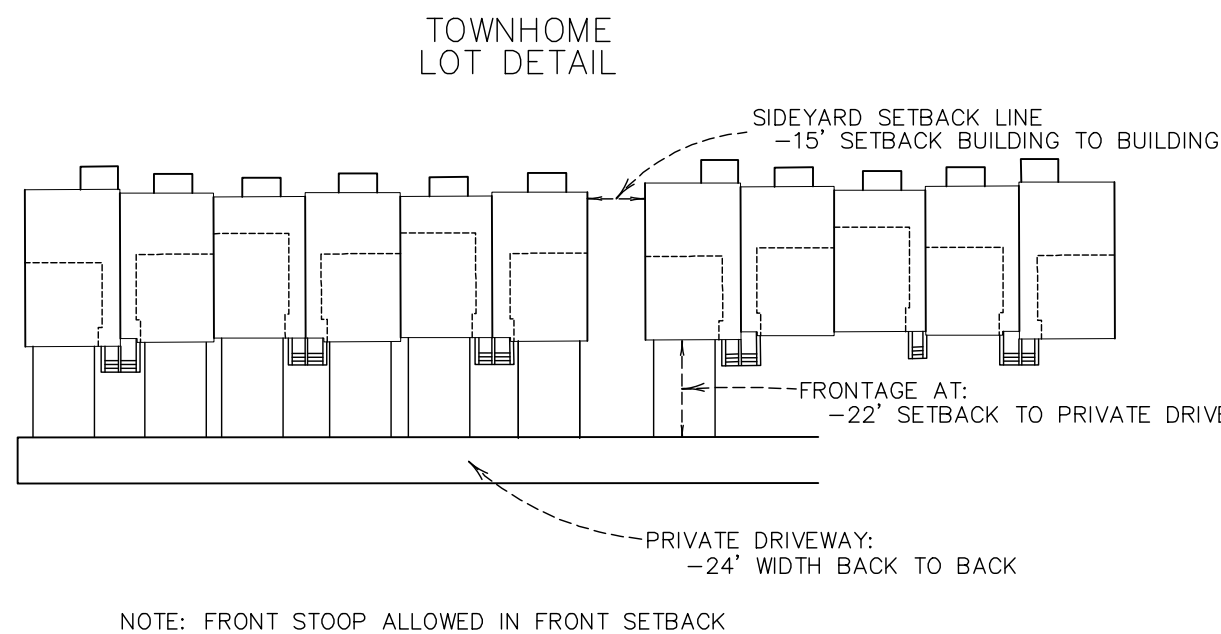
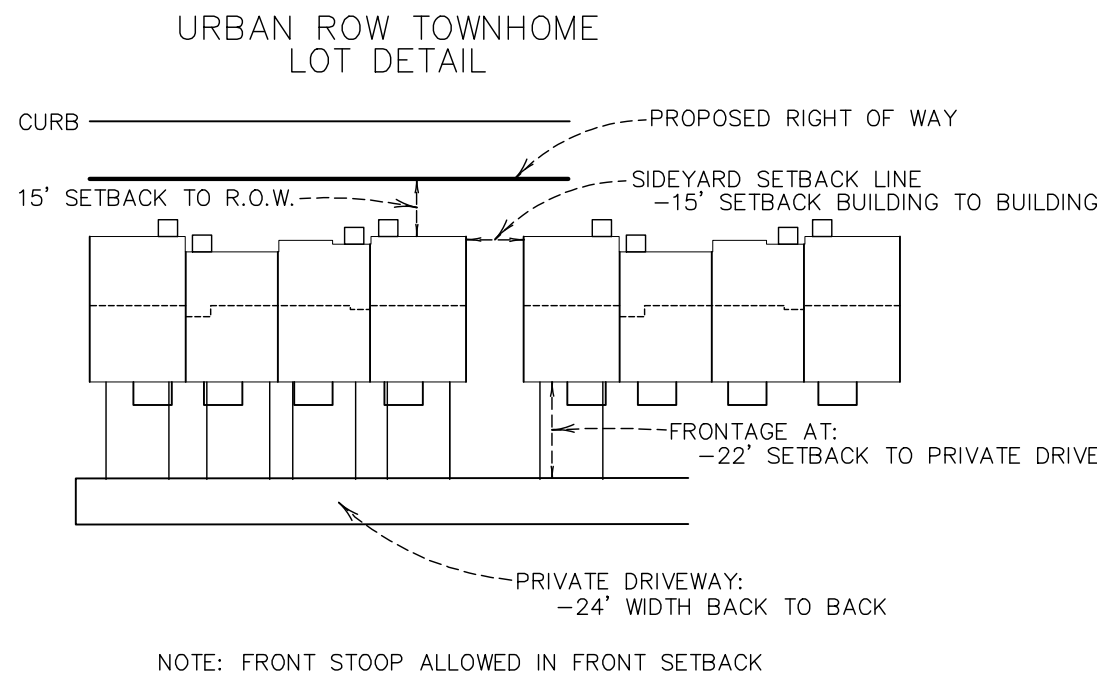
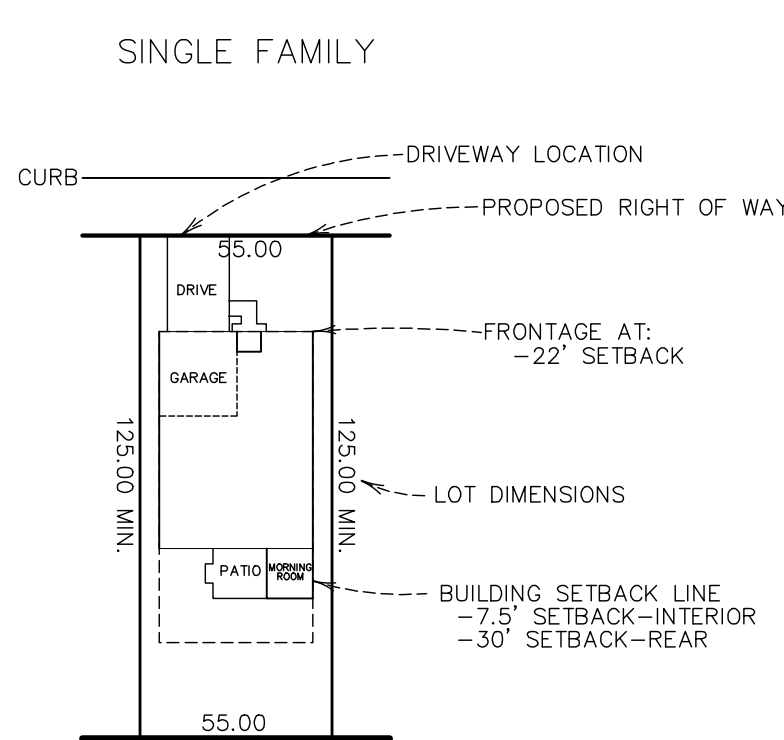
SINGLE FAMILY:
LOT AREA: 6,875 SF
WIDTH: 55'
FRONT SETBACK: 22'
SIDE INTERIOR SETBACK: 7.5'
REAR SETBACK: 30'

URBAN ROW TOWNHOMES:
FRONT SETBACK TO INTERNAL ROW: 15'
REAR SETBACK TO PRIVATE DRIVE: 22'
SETBACK BETWEEN BUILDINGS: 14' FOUNDATION TO FOUNDATION (12' ON SECOND STOREY)
SETBACK TO PARKING: 7.5'

TOWNHOMES:
FRONT SETBACK TO PRIVATE DRIVE: 22'
REAR SETBACK: 25'
SETBACK BETWEEN BUILDINGS: 15'

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'

SITE DATA:
GROSS AREA: 10.0 ACRES
TOTAL SINGLE FAMILY UNITS: 10
TOTAL URBAN ROW TOWNHOMES: 70
GROSS DENSITY: 8.0 UNITS/ACRE



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOWAN WAY
ELEV=863.90

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name _____
Reg. No. _____ Date _____

Revisions
1.2-5-21 CITY PLANNING COMMENTS

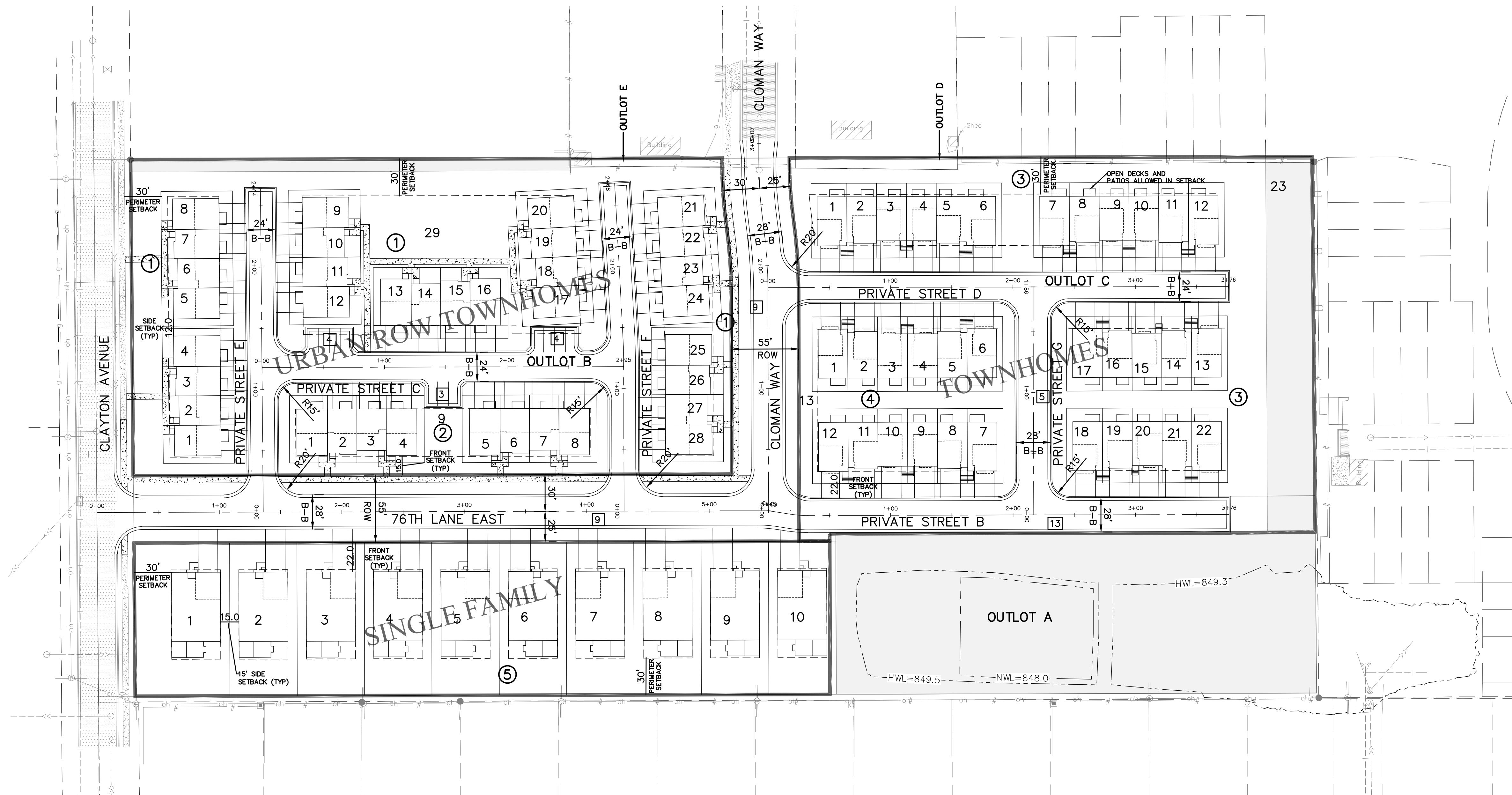
Date 1-15-2021
Designed NAP
Drawn MSN

PRELIMINARY SITE PLAN

M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

2.1 OF 21



EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

PROPOSED ZONING REQUIREMENTS PUD:

PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL

NEIGHBORHOOD COLLECTOR STREET ROW: 55'

SETBACKS ARE TO FOUNDATION

CLAYTON AVE SETBACK FRONT: 25'
CLAYTON AVE SETBACK REAR: 25'
PERIMETER SETBACK: 25'

SINGLE FAMILY:
LOT AREA: 6,875 SF
WIDTH: 55'
FRONT SETBACK: 22'
SIDE INTERIOR SETBACK: 7.5'
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URBAN ROW TOWNHOMES:
FRONT SETBACK TO INTERNAL ROW: 15'
REAR SETBACK TO PRIVATE DRIVE: 22'
SETBACK BETWEEN BUILDINGS: 14' FOUNDATION TO FOUNDATION (12' ON SECOND STOREY)
SETBACK TO PARKING: 7.5'

TOWNHOMES:
FRONT SETBACK TO PRIVATE DRIVE: 22'
REAR SETBACK: 25'
SETBACK BETWEEN BUILDINGS: 15'

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'

SITE DATA:

GROSS AREA: 10.0 ACRES
TOTAL SINGLE FAMILY UNITS: 10
TOTAL URBAN ROW TOWNHOMES: 70

XX PARKING STALLS

PARKING SUMMARY:
STALLS: 11
PRIVATE STREET: 18
PUBLIC STREET: 18

15% OPEN SPACE REQUIRED
10 ACRES * 15% = 1.5 ACRES REQUIRED
1.5 ACRES OPEN SPACE PROVIDED (SHADED)

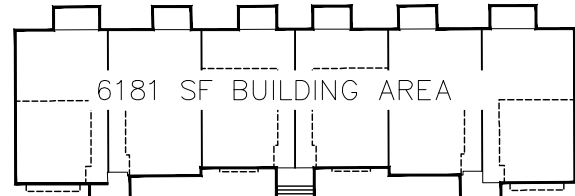
SINGLE FAMILY



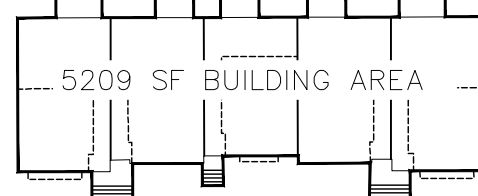
URBAN TOWNHOMES



6 UNIT ROW TOWNHOMES



5 UNIT ROW TOWNHOMES



BUILDING COVERAGE CALCULATION

10 SINGLE FAMILY LOTS @ 2608 = 26,800 SF
9 4 UNIT URBAN TOWNHOMES @ 3920 = 35,280 SF
2 5 UNIT ROW TOWNHOMES @ 5209 = 10,418 SF
4 6 UNIT ROW TOWNHOMES @ 6181 = 24,724 SF
TOTAL = 96,772 SF = 2.22 ACRES

NET AREA = GROSS AREA- PAVED STREET AREA-POND NWL AREA
10 ACRES - 1.55 ACRES - 0.19 ACRES = 8.25 ACRES

BUILDING COVERAGE = 2.22/8.25 = 26.93%

IMPERVIOUS COVERAGE CALCULATION

BUILDING IMPERVIOUS = 96,772 SF
DRIVEWAY IMPERVIOUS = 30,271 SF
SIDEWALK = 7,810 SF
STREET = 67,518 SF
TOTAL = 2020,371 SF = 4.65 ACRES

IMPERVIOUS COVERAGE = 4.65 ACRES /10 ACRES = 46.50%

SINGLE FAMILY

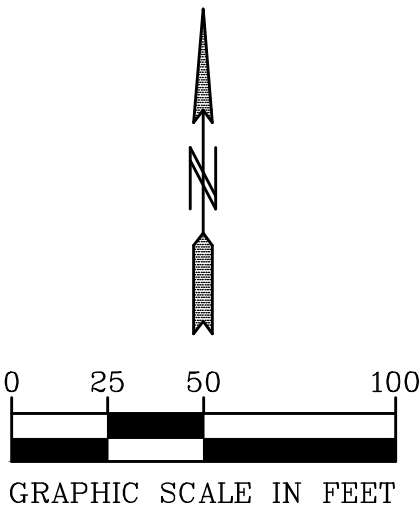
	R-1C ZONING STANDARDS	PROPOSED PUD STANDARDS	ZONING VARIANCE
LOT AREA INTERIOR LOT	12,000 SF	6,875 SF	5,125 SF
LOT AREA CORNER LOT	12,500 SF	9,000 SF	3,500 SF
FRONT SETBACK	30 FEET	22 FEET	8 FEET
SIDE SETBACK	10 FEET	7.5 FEET	2.5 FEET
REAR SETBACK	30 FEET	30 FEET	0 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET
NEIGHBORHOOD COLLECTOR STREET ROW	60 TO 80 FEET	55 FEET	5 FEET
0-9,000 SF LOT SIZE MAXIMUM IMPERVIOUS	40%	45%	5%

URBAN ROW TOWNHOMES

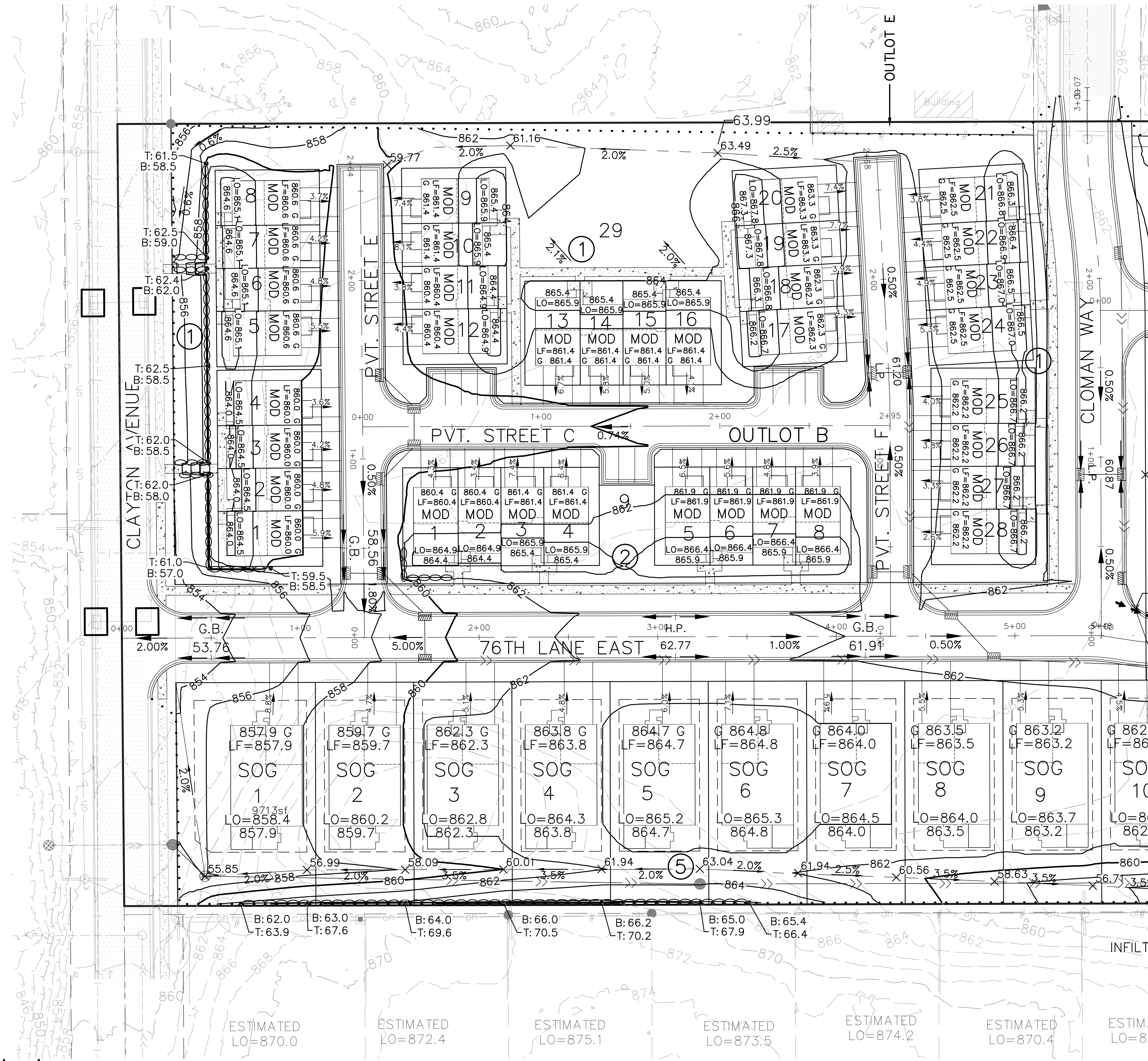
	R-3B ZONING STANDARDS	PROPOSED PUD STANDARDS	ZONING VARIANCE
LOT AREA	3,630 SF	1,320 SF	2,310 SF
FRONT SETBACK	30 FEET	15 FEET	15 FEET
SIDE SETBACK	20 FEET	12' BUILDING-BUILDING	8 FEET
REAR SETBACK	30 FEET	22 FEET	8 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET

TOWNHOMES

	R-3B ZONING STANDARDS	PROPOSED PUD STANDARDS	ZONING VARIANCE
LOT AREA	3,630 SF	1,529 SF	2,101 SF
FRONT SETBACK	30 FEET	22 FEET	8 FEET
SIDE SETBACK	20 FEET	7.5 FEET	12.5 FEET
REAR SETBACK	30 FEET	25 FEET	5 FEET
HEIGHT (MAXIMUM)	35 FEET	35 FEET	0 FEET



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOMAN WAY
ELEV=863.90



EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

PROPOSED ZONING REQUIREMENTS PUD:

PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL

NEIGHBORHOOD COLLECTOR STREET ROW: 55'

SETBACKS ARE TO FOUNDATION

CLAYTON AVE SETBACK FRONT: 25'
CLAYTON AVE SETBACK REAR: 25'
PERIMETER SETBACK: 25'

SINGLE FAMILY:
LOT AREA: 6,875 SF
WIDTH: 55'
FRONT SETBACK: 22'
SIDE INTERIOR SETBACK: 7.5'
REAR SETBACK: 30'

URBAN ROW TOWNHOMES:
FRONT SETBACK TO INTERNAL ROW: 15'
REAR SETBACK TO PRIVATE DRIVE: 22'
SETBACK BETWEEN BUILDINGS: 14' FOUNDATION TO FOUNDATION (12' ON SECOND STOREY)
SETBACK TO PARKING: 7.5'

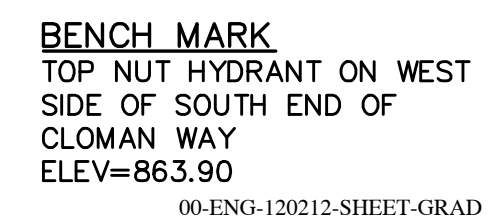
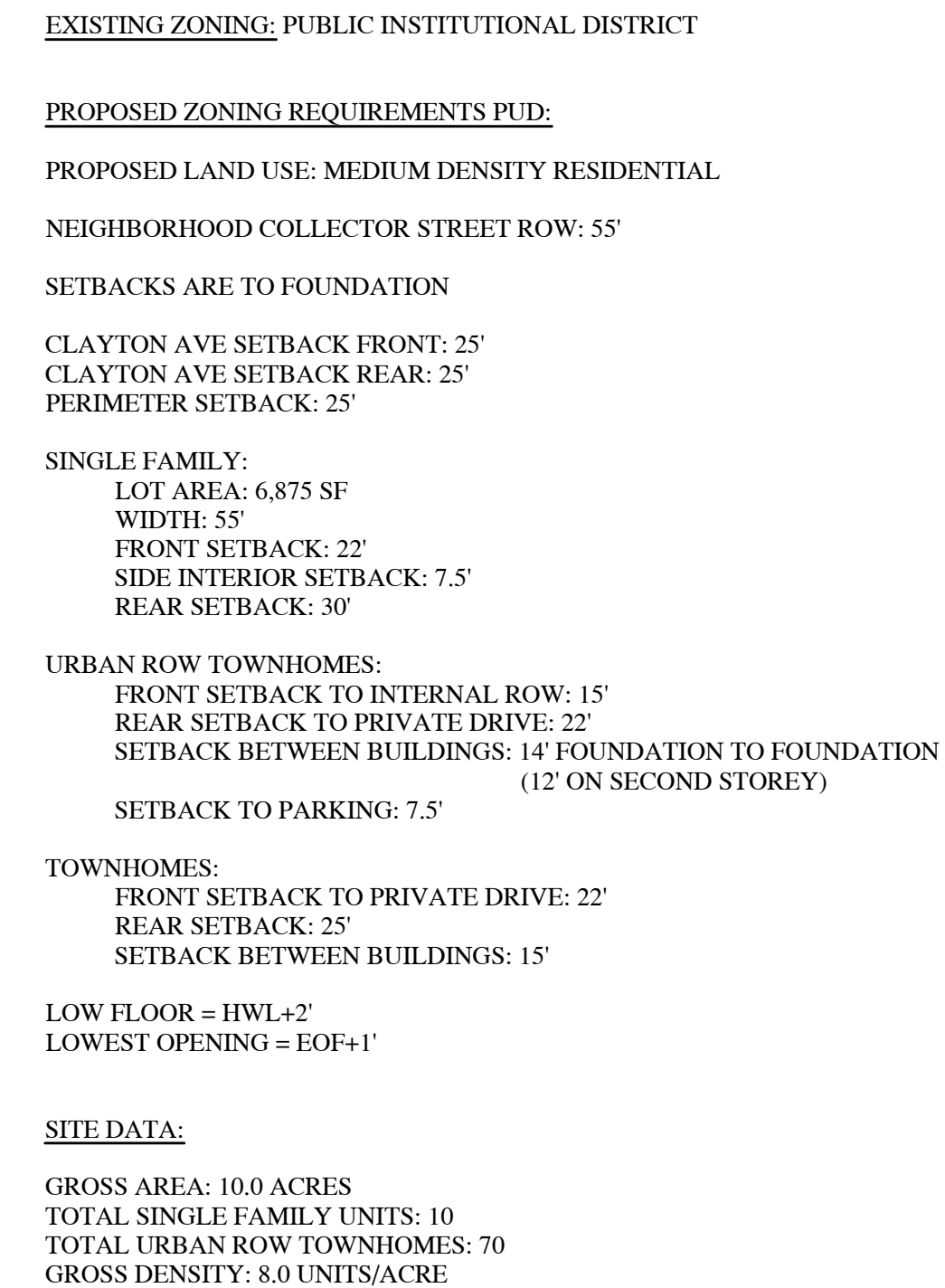
TOWNHOMES:
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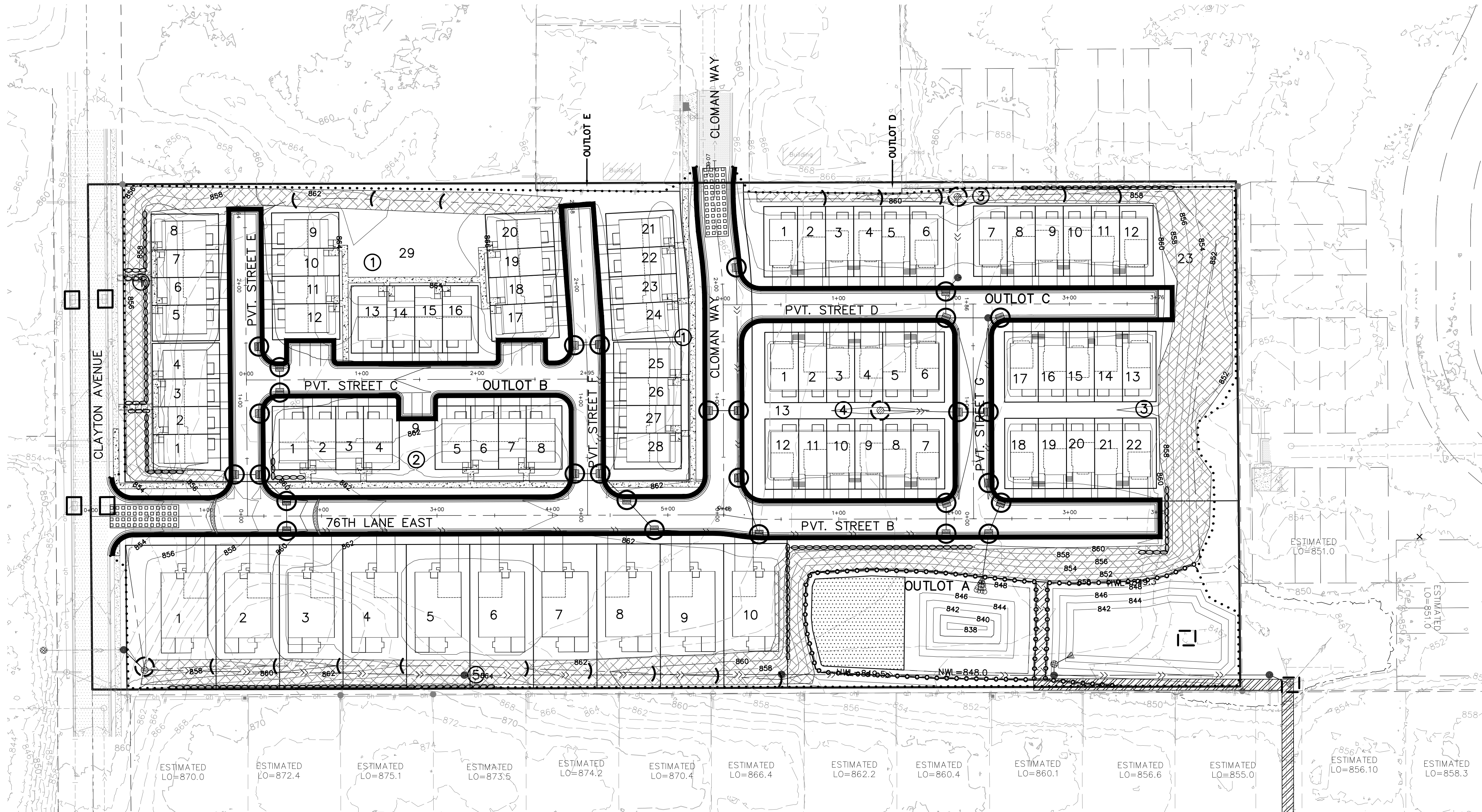
LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'

SITE DATA:

GROSS AREA: 10.0 ACRES
TOTAL SINGLE FAMILY UNITS: 10
TOTAL URBAN ROW TOWNHOMES: 70
GROSS DENSITY: 8.0 UNITS/ACRE

SEE SHEET 3.2



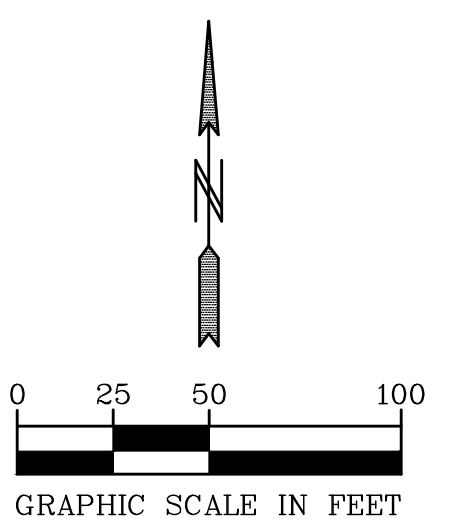


- TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MAY 1 - AUGUST 1: MINNESOTA STATE SEED MIXTURE 22-111 (OATS COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - AUGUST 1 - OCTOBER 1: MINNESOTA STATE SEED MIXTURE 22-111 (WINTER WHEAT COVER CROP) @ 100.0 LBS. PER ACRE OR APPROVED EQUAL.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 1 COMMERCIAL FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
- PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 25-141 (MESIC GENERAL ROADSIDE) AT 59 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - MNDOT 3881, TYPE 3 SLOW-RELEASE FERTILIZER, 22-5-10, MINIMUM 70% WATER-INSOLUBLE NITROGEN @ 350 LBS PER ACRE.
- PERMANENT BASIN SEEDING SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- WET BASIN BENCH/(IN)FILTRATION BASIN: MINNESOTA STATE SEED MIXTURE 33-261 (STORMWATER SOUTH AND WEST) AT 35 POUNDS PER ACRE.
 - ABOVE BASIN BENCH TO HIGH WATER LEVEL: MINNESOTA STATE SEED MIXTURE 35-241 (MESIC PRAIRIE GENERAL) AT 36.5 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE
- UPLAND/NATURAL AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 35-621 (GRY PRAIRIE SOUTHWEST) AT 11.0 POUNDS PER ACRE.
 - MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
 - MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE

LEGEND			
	ROCK CONSTRUCTION ENTRANCE INSTALL BEFORE START OF GRADING		CATCH BASIN INLET PROTECTION TO BE INSTALLED BEFORE GRADING BEGINS.
	PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING		CATCH BASIN INLET PROTECTION TO BE INSTALLED BEFORE GRADING BEGINS.
	SECONDARY EROSION CONTROL FENCE. TO BE INSTALLED 48 HOURS AFTER COMPLETION OF GRADING.		CATCH BASIN INLET PROTECTION TO BE INSTALLED AFTER 1ST LIFT OF BITUMINOUS.
	EROSION CONTROL AT BACK OF CURB. TO BE INSTALLED AFTER COMPLETION OF CURB CONSTRUCTION.		CATCH BASIN INLET PROTECTION TO BE INSTALLED WITH CATCH BASIN GRATE.
	SUMPED RIP RAP PERMANENT ENERGY DISSIPATER, INSTALL WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.		STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	MNDOT CAT 20 EROSION CONTROL BLANKET. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION		ROCK DITCH CHECK. INSTALL WITHIN 7 DAYS OF GRADING COMPLETION OR BEFORE 1ST RAINFALL EVENT WHICHEVER IS FIRST
	STABILIZED EMERGENCY OVERFLOW SEE DETAIL		BASIN ACCESS 8% SLOPE MAX.
	RETAINING WALL		INFILTRATION AREA (SEE DETAIL)

- EROSION CONTROL NOTES:**
- ENERGY DISSIPATION AT PIPE OUTLETS INSTALLED WITHIN 24 HOURS OF BEING PUT ONLINE.
 - OFFSITE INLET PROTECTION TO BE INSTALLED PRIOR TO BEGINNING CONSTRUCTION.
 - ONSITE STORM DRAIN INLET PROTECTION MUST BE INSTALLED WHEN BROUGHT ONLINE.
 - TEMPORARY STOCKPILES MUST HAVE SEDIMENT CONTROL.
 - ROCK CONSTRUCTION ENTRANCE MUST BE INSTALLED AS A TRACKING BMP.
 - SILT FENCE INSTALLED CROSSING CONTOURS MUST HAVE "J" HOOKS ADDED.
 - A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MEETING REQUIREMENTS OF THE MPCA'S NPDES GENERAL PERMIT IS REQUIRED IN THE PLAN OR AS A SEPARATE DOCUMENT.
 - TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED FOR AREAS THAT RECEIVE 10 ACRES OF DRAINAGE. TEMPORARY SEDIMENT BASINS SHALL BE CONSTRUCTED IN THE LOCATION OF PERMANENT BASINS. INFILTRATION/FILTRATION BASIN AREAS MAY NOT FUNCTION AS TEMPORARY BASINS. "CONSTRUCT TEMPORARY SEDIMENTATION PONDS AND NECESSARY GRADING TO DIRECT SITE RUNOFF TO THE TEMPORARY PONDING AREA."
 - SITE INSPECTIONS BY A QUALIFIED INSPECTOR ARE REQUIRED WEEKLY OR FOLLOWING A RAINFALL OF 0.5 INCHES OR GREATER.

- STEEP SLOPES NOTE:**
- 3:1 SLOPES-PROVIDE MNDOT RAPID STABILIZATION (2575-3) METHOD 3 OR 4.
-HYDRAULIC MULCH, SEED & FERTILIZE
-CAT. 20 BLANKET, SEED & FERTILIZE



BENCH MARK
TOP NUT HYDRANT ON WEST SIDE OF SOUTH END OF CLOWAN WAY
ELEV=863.90

- GRADING SEQUENCE**
1. INSTALL ROCK CONSTRUCTION ENTRANCE
 2. INSTALL PERIMETER SEDIMENT CONTROL DEVICES (SILT FENCE).
 3. STRIP TOPSOIL, STOCKPILE AND STABILIZE IN BERM FOR FUTURE SPREADING.
 4. DIG TEMPORARY SEDIMENT BASIN, BASIN TO BE 1800 CF/ACRE OF AREA STRIPPED. CLEAN TEMP BASIN ONCE 50% FULL.
 5. ALL SOILS WILL BE COMPACTED PER SPECIFICATIONS.
 6. MAINTAIN DRAINAGE DURING GRADING OPERATION TO TEMPORARY SEDIMENT BASIN.
 7. COMPLETE SITE GRADING PER PLAN.
 8. RESPREAD TOPSOIL MAINTAIN A MINIMUM OF 4" DEPTH.
 9. MAINTAIN DRAINAGE TO TEMP SEDIMENT BASIN UNTIL NEXT PHASE BEGINS.
 10. STABILIZE DENUED AREAS AND STOCKPILES WITHIN TIME FRAME LISTED IN EROSION PREVENTION PRACTICES

GENERAL NOTES

1. THE STORM WATER POLLUTION PREVENTION MANAGER SHALL BE A PERSON TRAINED, KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S WHO WILL OVER SEE THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.
2. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY N.P.D.E.S. PERMIT, INCLUDING THE REQUIREMENT TO MINIMIZE THE AREA DISTURBED BY GRADING AT ANY GIVEN TIME AND TO COMPLETE TURF RESTORATION WITHIN THE TIME REQUIRED BY THE PERMIT AFTER TEMPORARY CEASING GRADING OR COMPLETION OF GRADING.
3. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
4. BMP'S REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
5. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES. SOME EROSION CONTROLS SUCH AS CHECK DAMS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. THEY SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
6. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS THAT MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
7. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIP LINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
8. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
9. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK- BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
10. TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876. CONSISTING OF:
 - MN SEED MIX 22-111 @ 40 LBS. PER ACRE OR APPROVED EQUAL
 - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
 - TYPE 1 FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
10. PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876. CONSISTING OF:
 - MN SEED MIX 35-241 AT 30 POUNDS PER ACRE FOR NON-BUILDABLE LOT AREAS.
 - MN SEED MIX 22-112 AT 50 POUNDS PER ACRE FOR BUILDABLE LOTS.
 - MULCH SHALL BE MNDOT TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED. MULCH AT 90 % COVERAGE WITH DISK ANCHOR.
 - TYPE 3 FERTILIZER, 22-5-10 80%N.I.N @ 350 LBS PER ACRE.
11. SLOPES AT 3:1 OR STEEPER, AND/OR WHERE INDICATED ON THE PLANS SHALL BE SEEDED AND HAVE AN EROSION CONTROL BLANKET TYPE 3 INSTALLED OR MAY BE HYDROSEEDED WITH TACKIFIER MULCH. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN AN PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
12. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS.
13. IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
14. WITHIN 7 DAYS OF COMPLETION OF THE SITE GRADING OPERATIONS THE ENTIRE SITE (EXCEPT ROADWAYS) SHALL HAVE BEEN SEEDDED AND MULCHED AND SILT FENCE SHALL BE INSTALLED AROUND ALL PONDS.
15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
16. THE MINIMIZATION OF SOIL COMPACTION MUST BE USED ON AREAS OUTSIDE OF SPECIFIC COMPACTION REQUIRED AREAS. THESE PRACTICES INCLUDE: PREVENTING HEAVY EQUIPMENT TRAFFIC AND CONSTRUCTION TRAFFIC FROM AREAS, USING PRACTICES TO PREVENT CONCENTRATED FLOW OCCURRING OVER THE SOIL, PROVIDE LIGHT TRACKED EQUIPMENT TO CONSTRUCT AREA TO FINAL GRADE. THE AREAS REQUIRING LOOSE SOIL INCLUDE ALL TOPSOIL PLACEMENT AND INFILTRATION/FILTRATION BASINS.

CONSTRUCTION ACTIVITY REQUIREMENTS

A. EROSION PREVENTION PRACTICES

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. THE CONTRACTOR MUST MINIMIZE THE DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES.
3. THE CONTRACTOR MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PROMPTLY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 7 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 7 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS.
4. FOR PUBLIC WATERS THAT THE MN DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIC FISH SPawning TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 7 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. CONSTRUCTION OF ANY PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES.
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES WITHIN AN PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.
8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.

B. SEDIMENT CONTROL PRACTICES

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRAIDENT PERIMETERS OF THE SITE AND DOWNGRAIDENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPDRAIDENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPDRAIDENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRAIDENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPDRAIDENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3 OF THE PERMIT.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW WATERLINE. IMMEDIATELY AFTER SHORT TERM CONSTRUCTION ACTIVITY IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES, IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED. PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY. PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRAIDENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT SEDIMENT BASINS AS REQUIRED IN SECTION 14 OF PERMIT.
12. IN ANY AREAS OF THE SITE WHERE VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
13. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
14. PERMITTEES MUST DIRECT DISCHARGES FROM BMP'S TO VEGETATIVE SREAS UNLESS INFEASIBLE.
15. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROLS WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER. PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCES CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASONS IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
16. PERMITTEES MUST USE POLYMERS, FLOCCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURE OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROLS PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

C. DEWATERING AND SURFACE DRAINAGE

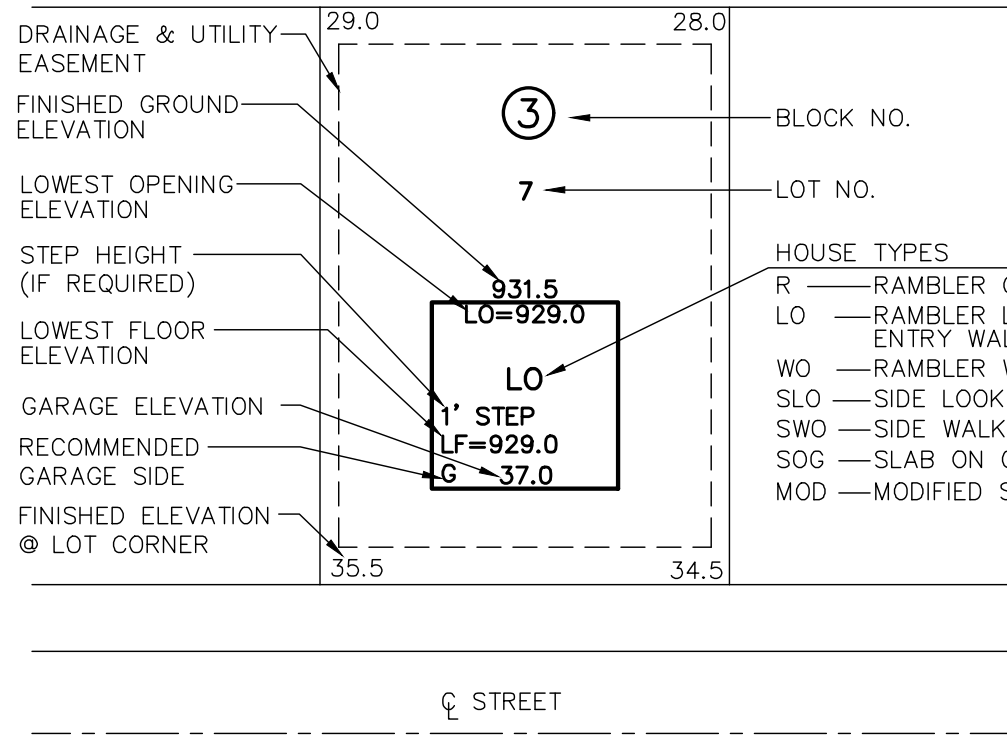
1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS WILLNOT RESULT FROM DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR INUNDATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

D. INSPECTIONS AND MAINTENANCE

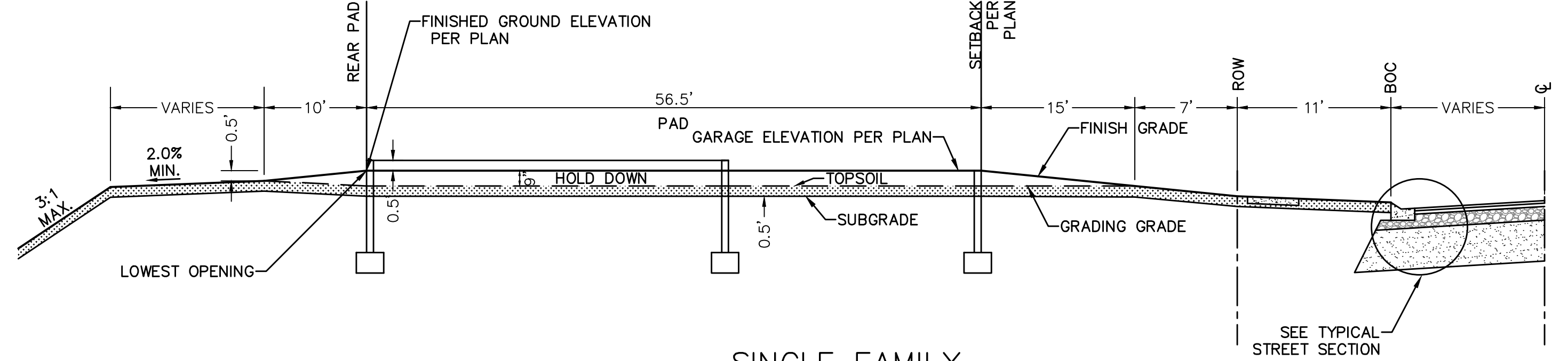
1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN PERMIT, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/8 INCHIN 24 HOURS. (NOTE: LOCAL JURISDICTION MAY REQUIRE A MORE FREQUENT INTERVAL OF INSPECTION.)
2. PERMITTEES MUST INSPECT ALL EXISTING AND ADJACENT STORMWATER TREATMENT BMP'S.
3. ALL NONFUNCTIONAL BMP'S MUST BE REPAIRED, REPLACED OR SUPPLEMENTS WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED. DOCUMENTATION MUST BE RECORDED AS REQUIRED. (SEE MPCA NPDES PERMIT 11.4-11.11.)

E. POLLUTION PREVENTION MANAGEMENT MEASURES

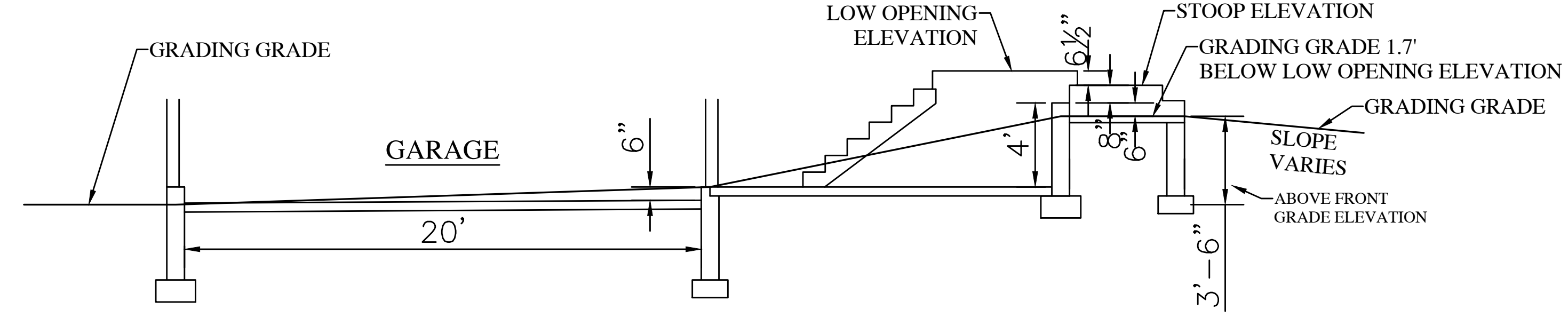
1. MATERIALS ONSITE MUST STORED PROPERLY.
2. CHEMICALS ONSITE MUST BE HANDLED, STORED & DISPOSED OF PER M.P.C.A. REQUIREMENTS.
3. HAZARDOUS MATERIALS MUST BE STORED AND DISPOSED OF PER M.P.C.A. REQUIREMENTS.
4. SOLID WASTE MUST BE HANDLED, STORED & DISPOSED OF PER M.P.C.A. REQUIREMENTS.
5. SANITARY WASTE MUST BE HANDLED PER M.P.C.A. REQUIREMENTS.
6. DISCHARGE OR SPILLED CHEMICALS MUST BE HANDLED AND REPORTED PER M.P.C.A. REQUIREMENTS. ADEQUATE SUPPLIES MUST BE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS.
7. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DECREASING IS ALLOWED ON SITE.
8. EFFECTIVE CONTAINMENT FOR ALL WASHOUT OPERATIONS RELATED TO CONSTRUCTION ACTIVITY MUST BE OF M.P.C.A. REQUIREMENTS.



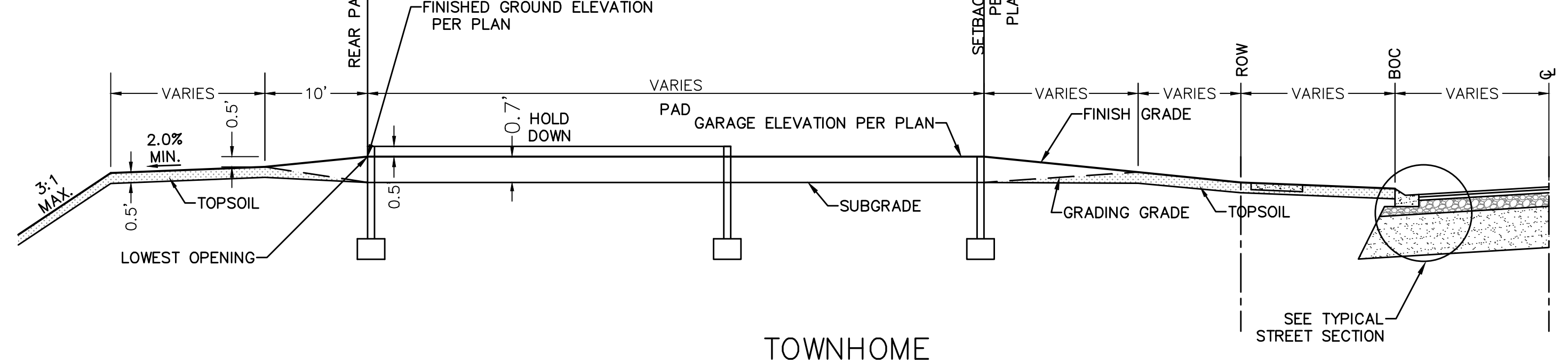
LOT INFORMATION
(TYPICAL SECTION NOT TO SCALE)



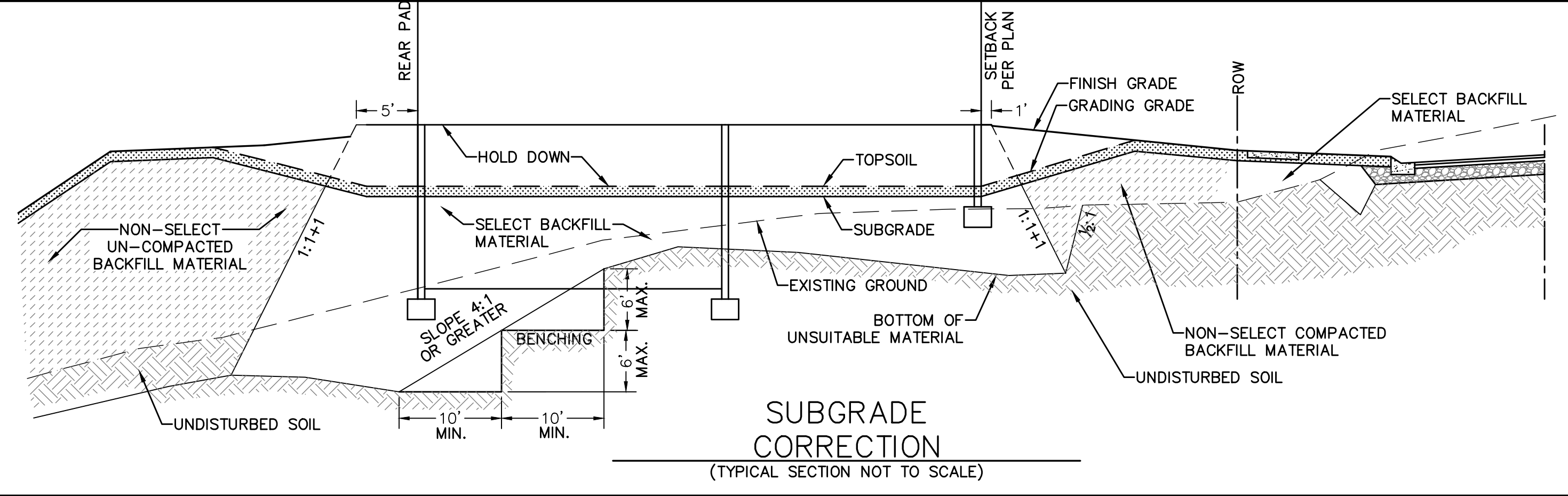
SINGLE FAMILY SLAB-ON-GRADE
(TYPICAL SECTION NOT TO SCALE)



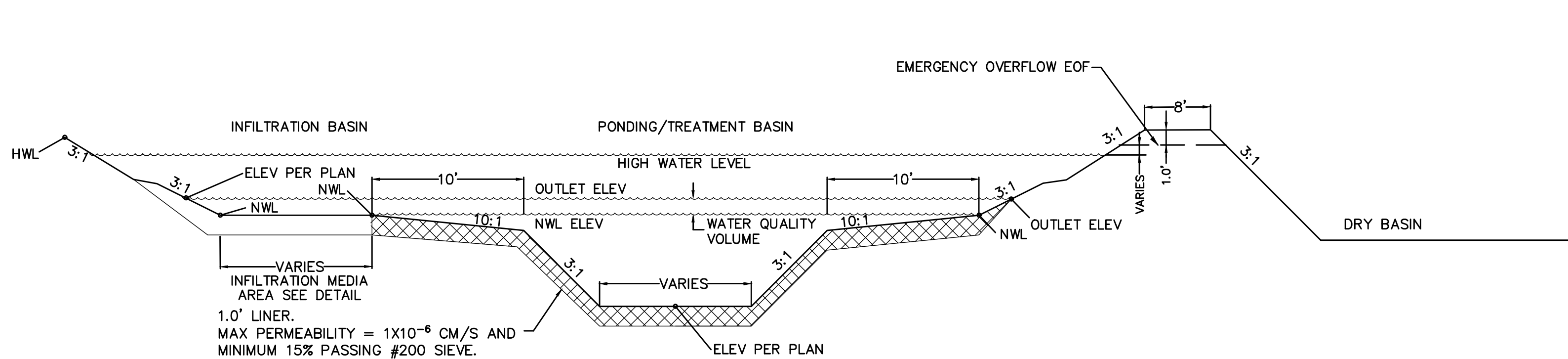
URBAN ROW TOWNHOME MODIFIED SLAB-ON-GRADE
(TYPICAL SECTION NOT TO SCALE)



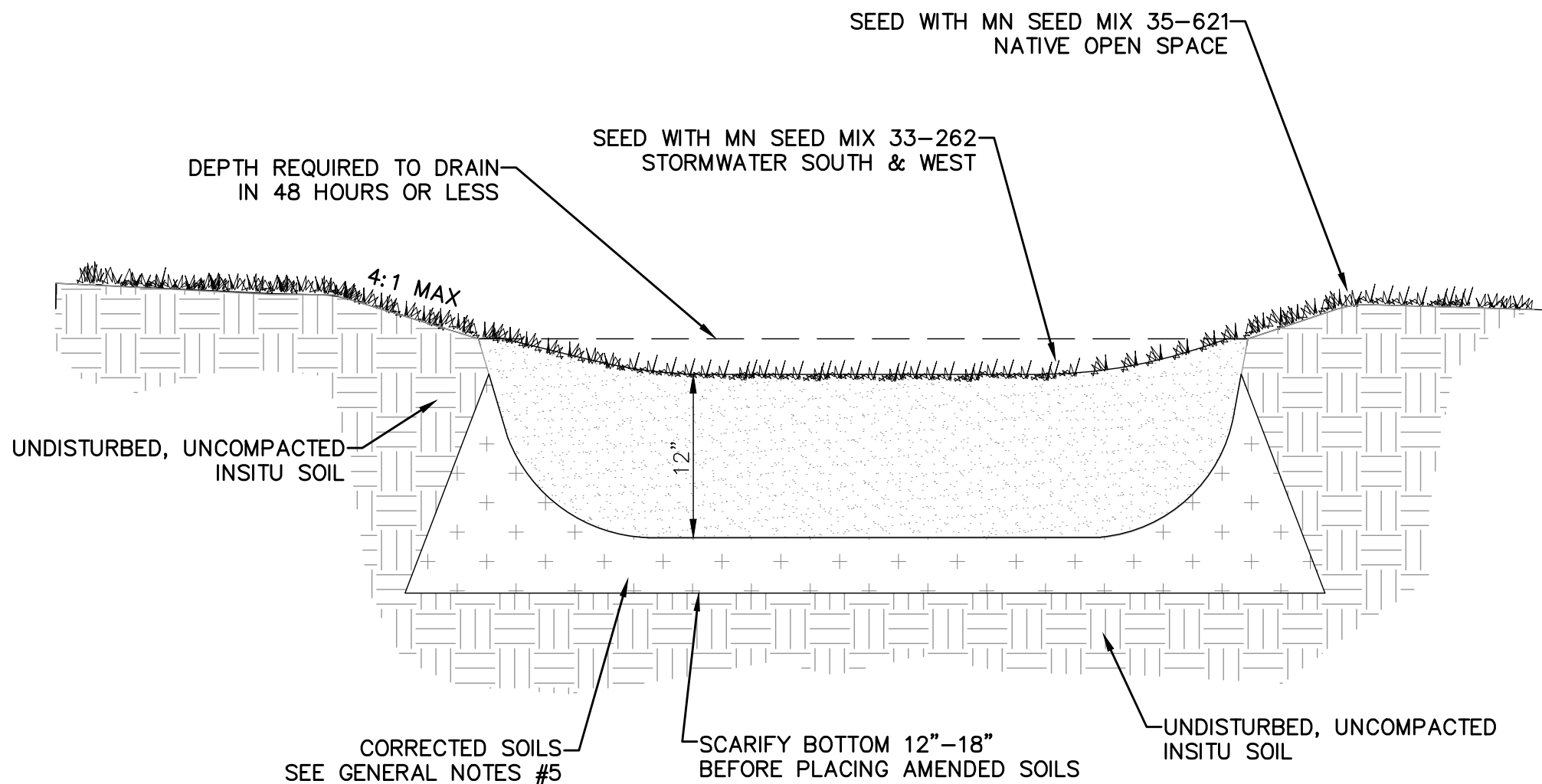
TOWNHOME SLAB-ON-GRADE
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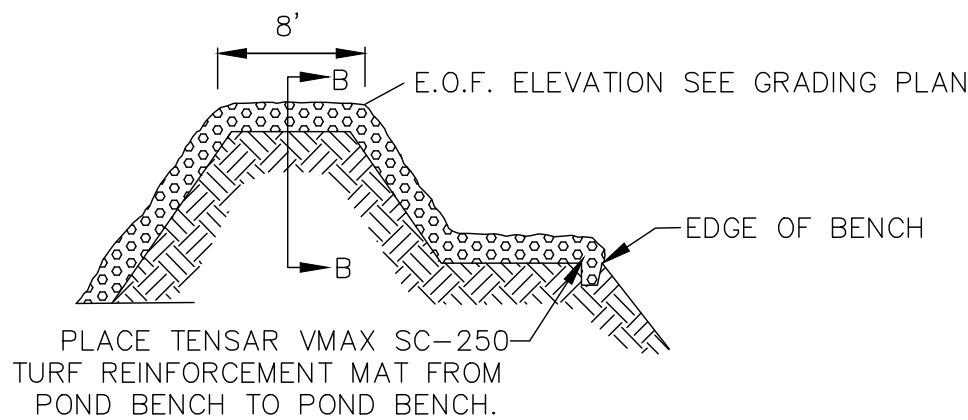
SUBGRADE CORRECTION
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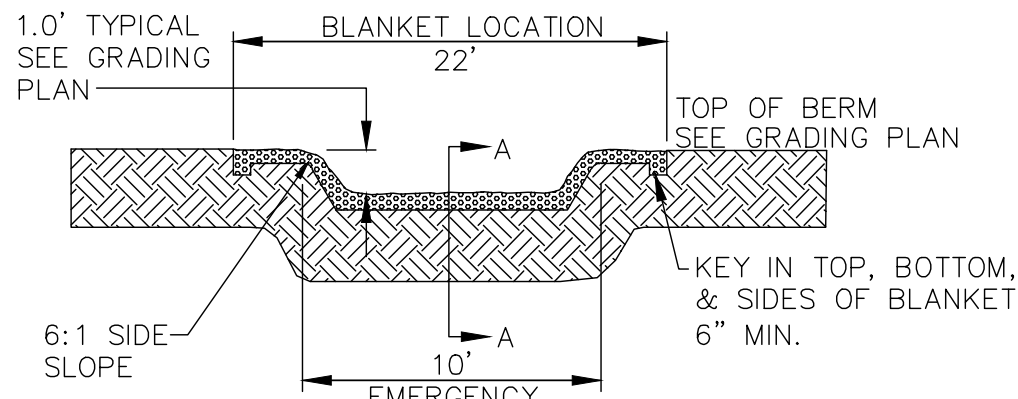
STORM WATER BASIN 100P SECTION
(TYPICAL SECTION NOT TO SCALE)



INFILTRATION BASIN 100P SHELF CROSS SECTION



STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION A-A



STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION B-B

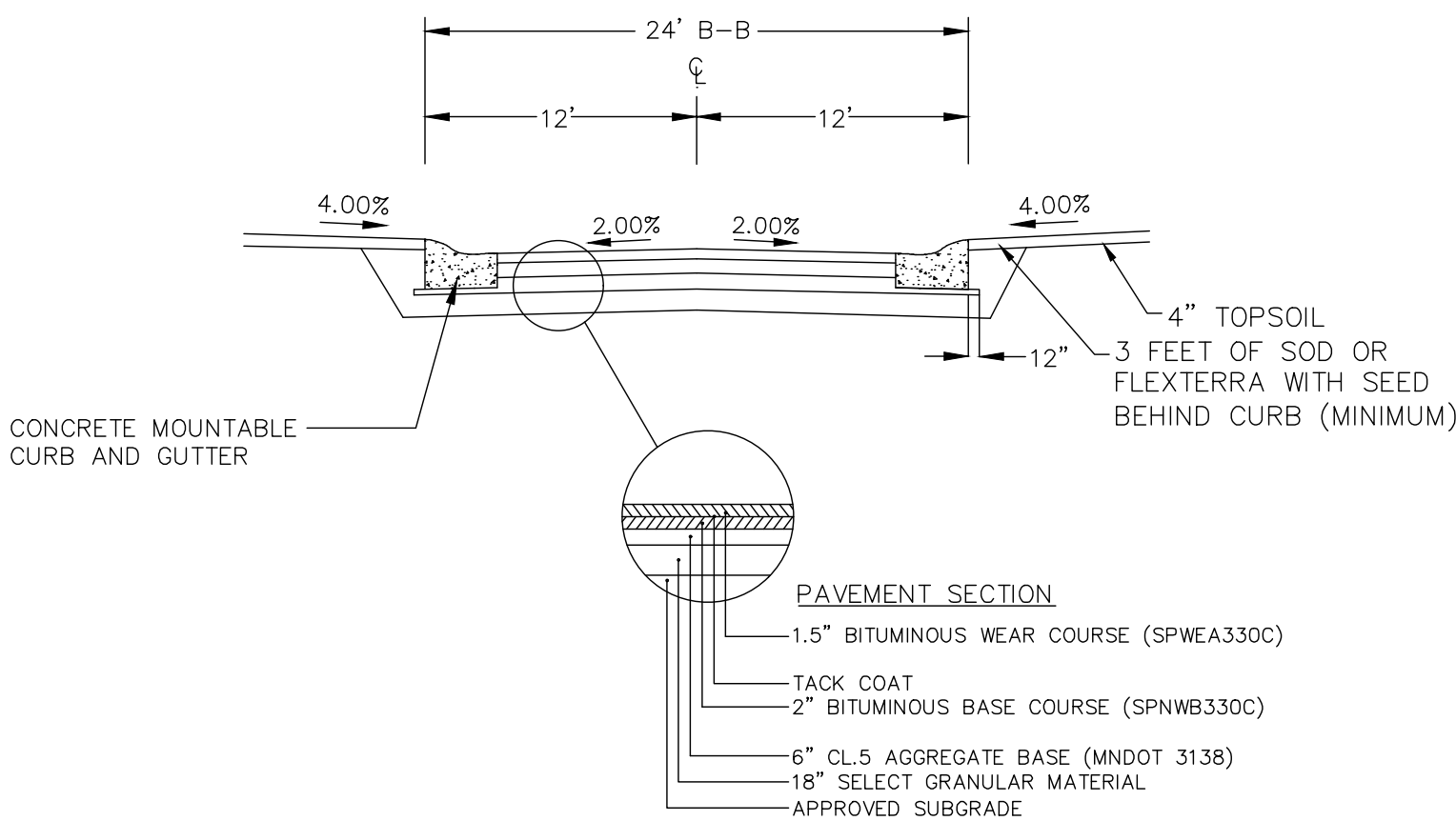
INFILTRATION BASIN CONSTRUCTION NOTES

CONSTRUCTION SEQUENCING

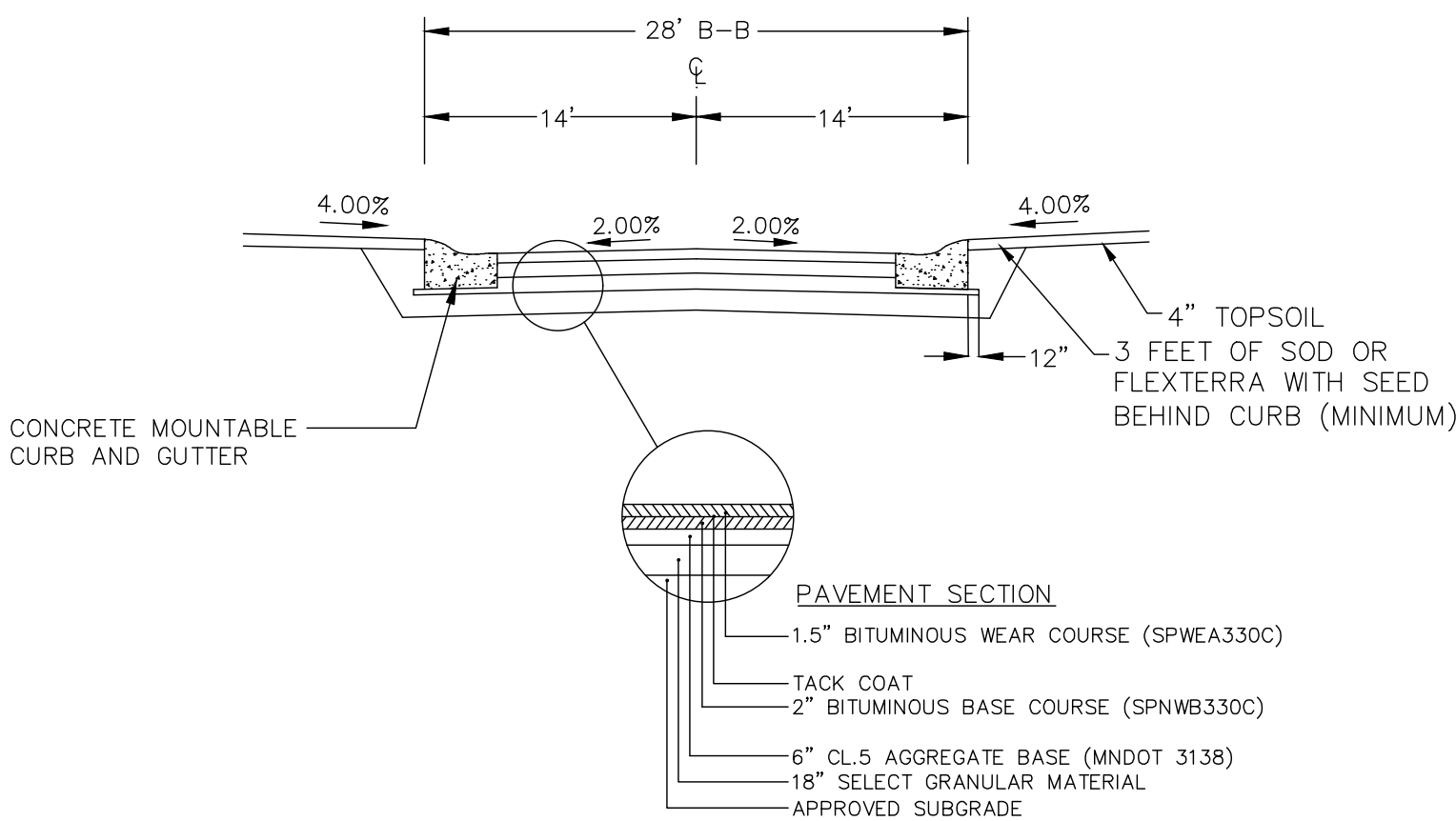
1. INSTALL SILT FENCE AND/OR OTHER APPROPRIATE EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMPs MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF RETENTION DEVICE.
5. ROUGH GRADE THE SITE. DO NOT USE RETENTION AREA AS TEMPORARY SEDIMENT BASINS.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT RETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMANENT EROSION CONTROL PRACTICES.
10. PLANT AND MULCH RETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

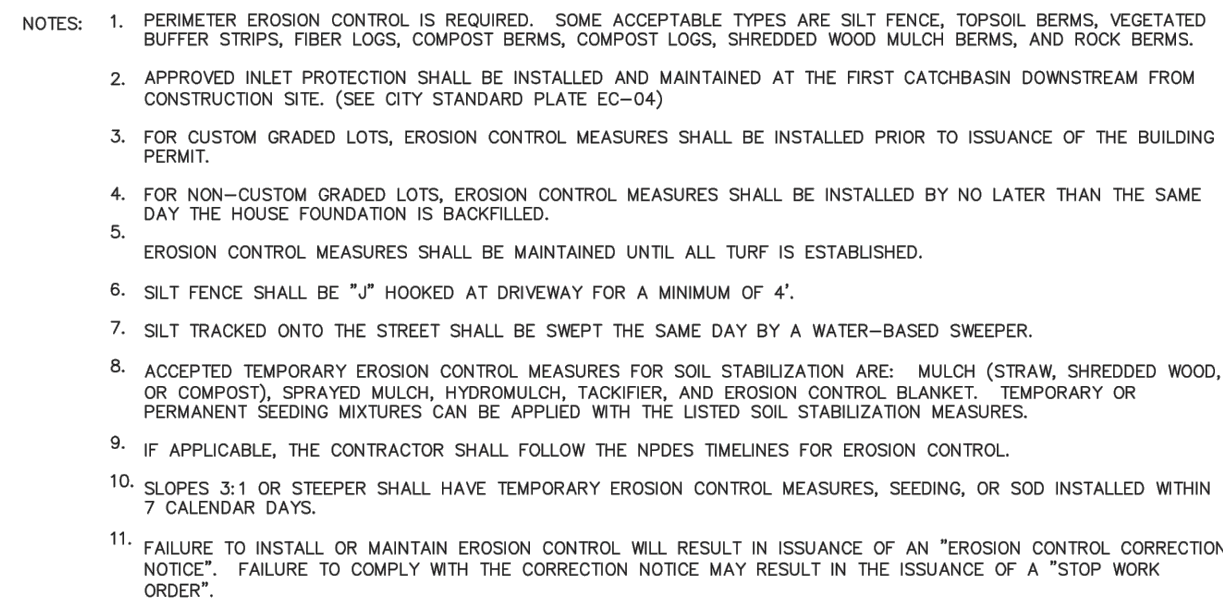
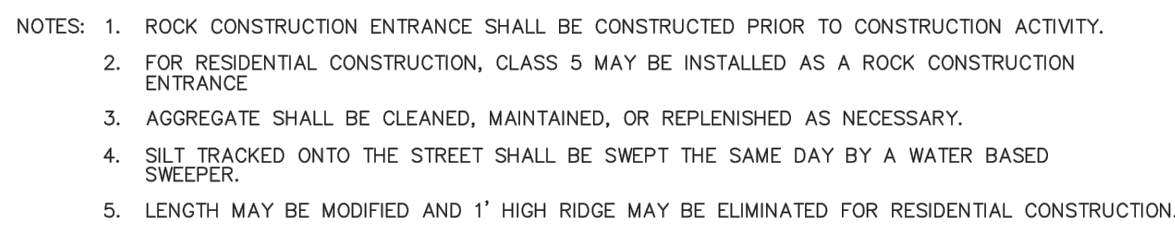
1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF RETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.
4. POST CONSTRUCTION TEST ON INFILTRATION BASIN SHALL BE REQUIRED. BASIN SHALL BE FILLED WITH WATER TO A MINIMUM DEPTH OF SIX INCHES (6") AND THE TIME TO DRAIN MUST BE DOCUMENTED. THE RICE CREEK AND COON CREEK WATERSHED DISTRICTS MUST BE NOTIFIED PRIOR TO TESTING TO OBSERVE THE RESULTS.
5. REMOVE ALL THE CONCRETE DEBRIS, CLAY AND SILT TO A DEPTH SUFFICIENT TO REACH SAND, POORLY GRADED SAND. PROVIDE 4 TEST PITS AT A DEPTH OF 5 FEET BELOW THE INFILTRATION ELEVATION (848.0) TO ENSURE SAND LAYER HAS BEEN REACHED.



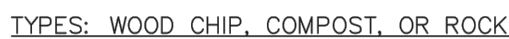
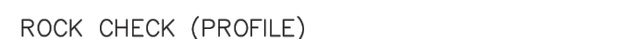
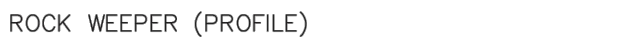
24' B-B PRIVATE STREET
(STREET C, STREET D, STREET E, STREET F)
TYPICAL SECTION (N.T.S.)



28' B-B PRIVATE STREET
(STREET B, STREET D)
TYPICAL SECTION (N.T.S.)

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENTCITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENTCITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

TY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	P E
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CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

- THE ROCK WEEPER W/ FILTER SEDIMENT BETTER THAN OTHER DITCH CHECKS. THE ROCK WEEPER COULD BE USED AS A PERMANENT WATER FILTERING FEATURE
- POINT 'A' SHALL BE A MINIMUM OF 6 INCHES HIGHER THAN POINT 'B' TO ENSURE WATER FLOWS OVER THE DITCH CHECK AND DOES NOT FLANK THE EDGES AND CAUSE EROSION
- DITCH CHECK SPACING SHALL BE DETERMINED FROM THE FOLLOWING FORMULA:

$$\text{APPROXIMATE SPACING OF DITCH CHECKS (FT)} = \frac{\text{DITCH CHECK HEIGHT (FT)}}{\% \text{ CHANNEL SLOPE}} \times 100$$

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

9. ALL PAVED SHALL BE CURB AND GUTTER WITH 10" TRANSITIONS FROM EACH SIDE OF RADIUS.
10. FOR CATCH BASIN TRANSITIONS SEE STR-07.
11. BENTPILE SHALL BE INSTALLED AT ALL CATCHBASINS AND AS DIRECTED BY THE ENGINEER.
12. ALL SIDEWALKS SHALL BE 6' WIDE MINIMUM AND 8' WIDE MAXIMUM.
13. TRAIL SHALL BE INSTALLED ON THE NORTH AND EAST SIDE OF STREET.
14. SIDEWALK SHALL BE INSTALLED ON THE NORTH AND EAST SIDE OF STREET.
15. SEE STR-10 FOR TRAIL AND SIDEWALK SECTIONS.
16. SIDEWALK AND TRAIL SHALL BE PLACED AFTER PROPOSED LANE.
17. SIDEWALK SHALL BE 6' WIDE MINIMUM AND 8' WIDE MAXIMUM.
18. A STREET IS PLACED ON A 50' RIGHT OF WAY A SIDEWALK EASEMENT WILL BE REQUIRED TO MAINTAIN 40' OF STREET.
19. ALL SIDEWALKS (MAINTAINED) SHALL BE APPLIED TO THE FACE OF THE GUTTER PAVEMENT TO PLACING MEASUREMENT.

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

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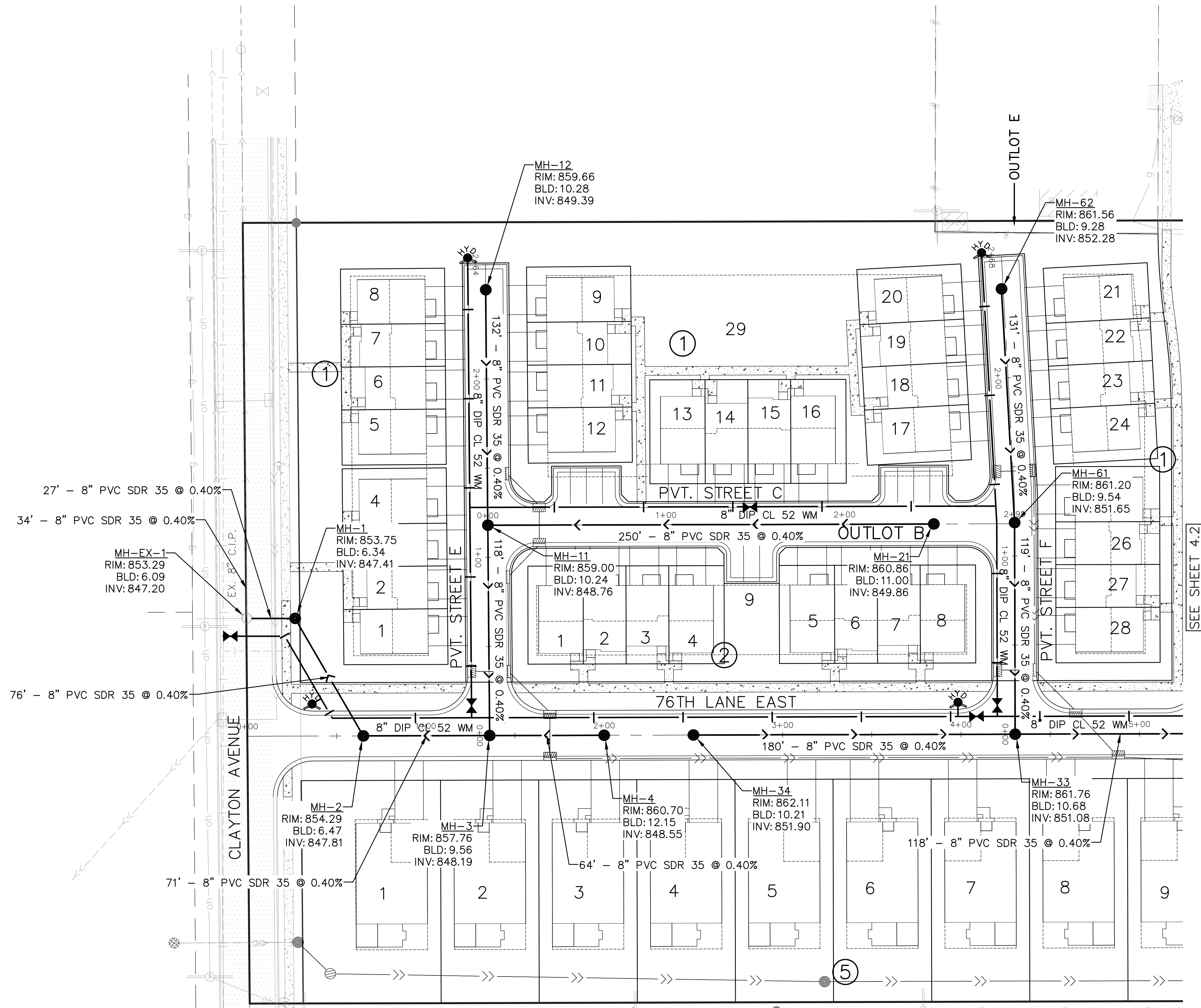
Revisions

Date	1-15-2021
Designed	NAP
Drawn	MSN

PRELIMINARY GRADING DETAILS

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

3.6 OF 21



EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

PROPOSED ZONING REQUIREMENTS PUD:

PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL

NEIGHBORHOOD COLLECTOR STREET ROW: 55'

SETBACKS ARE TO FOUNDATION

CLAYTON AVE SETBACK FRONT: 25'
CLAYTON AVE SETBACK REAR: 25'
PERIMETER SETBACK: 25'

SINGLE FAMILY:
LOT AREA: 6,875 SF
WIDTH: 55'
FRONT SETBACK: 22'
SIDE INTERIOR SETBACK: 7.5'
REAR SETBACK: 30'

URBAN ROW TOWNHOMES:
FRONT SETBACK TO INTERNAL ROW: 15'
REAR SETBACK TO PRIVATE DRIVE: 22'
SETBACK BETWEEN BUILDINGS: 14' FOUNDATION TO FOUNDATION (12' ON SECOND STOREY)
SETBACK TO PARKING: 7.5'

TOWNHOMES:
FRONT SETBACK TO PRIVATE DRIVE: 22'
REAR SETBACK: 25'
SETBACK BETWEEN BUILDINGS: 15'

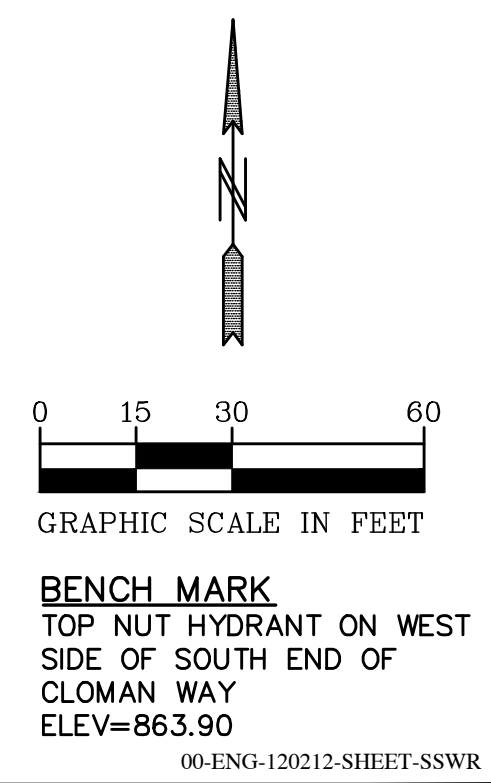
LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'

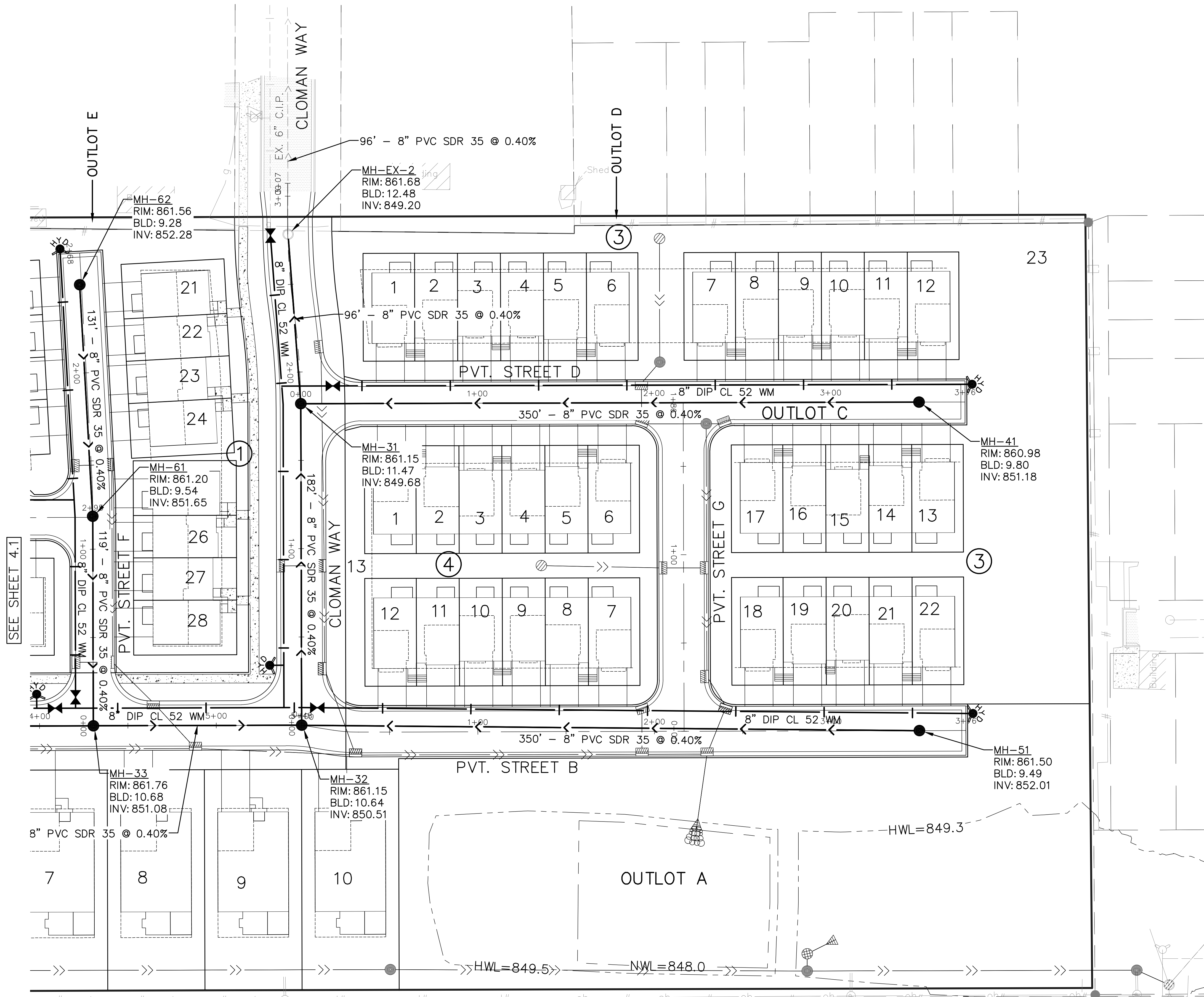
SITE DATA:

GROSS AREA: 10.0 ACRES
TOTAL SINGLE FAMILY UNITS: 10
TOTAL URBAN ROW TOWNHOMES: 70
GROSS DENSITY: 8.0 UNITS/ACRE

UTILITY CONSTRUCTION NOTE:
1. STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE FIBERGLASS FLEX STAKE MARKERS, PER CITY PLATE (MISC-01)

SEE SHEET 4.2





EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

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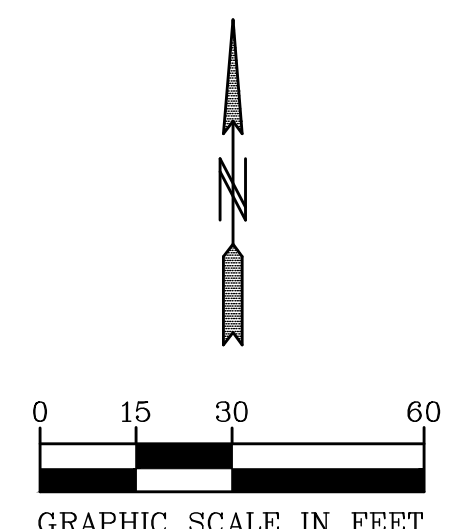
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UTILITY CONSTRUCTION NOTE:
1. STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE
FIBERGLASS FLEX STAKE MARKERS, PER CITY PLATE (MISC-01)



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOMAN WAY
ELEV=863.90
00-ENG-120212-SHEET-SSWR

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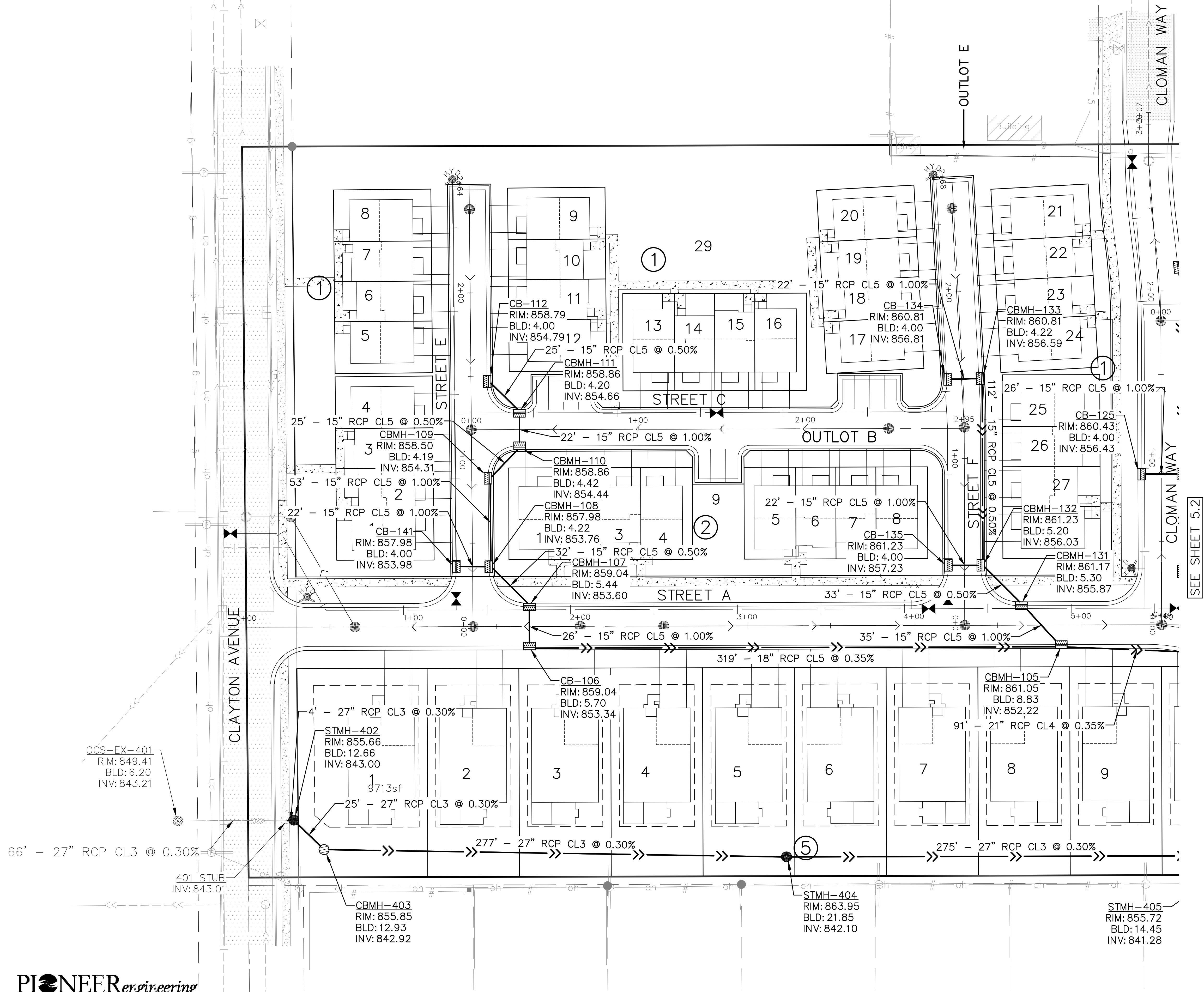
Revisions
1.2-5-21 CITY PLANNING COMMENTS

Date 1-15-2021
Designed NAP
Drawn MSN

PRELIMINARY SANITARY SEWER &
WATERMAIN PLAN

M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA



EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

PROPOSED ZONING REQUIREMENTS PUD:

PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL

NEIGHBORHOOD COLLECTOR STREET ROW: 55'

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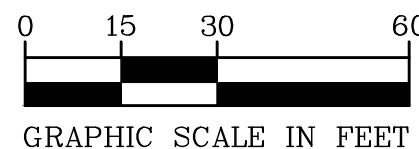
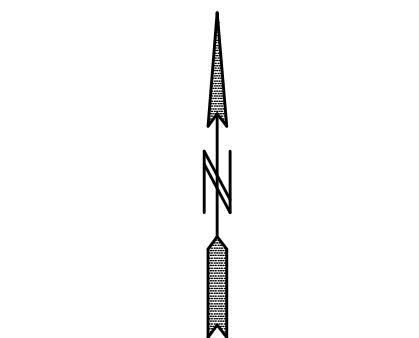
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UTILITY CONSTRUCTION NOTE:

- STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE FIBERGLASS FLEX STAKE MARKERS, PER CITY PLATE (MISC-01)



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOMAN WAY
ELEV=863.90

00-ENG-120212-SHEET-STRM

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Name _____
Reg. No. _____ Date _____

Revisions
1. 2-5-21 CITY PLANNING COMMENTS

Date 1-15-2021
Designed NAP
Drawn MSN

PRELIMINARY STORM SEWER

M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

5.1 OF 21

EXISTING ZONING: PUBLIC INSTITUTIONAL DISTRICT

PROPOSED ZONING REQUIREMENTS PUD:

PROPOSED LAND USE: MEDIUM DENSITY RESIDENTIAL

NEIGHBORHOOD COLLECTOR STREET ROW: 55'

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GROSS AREA: 10.0 ACRES

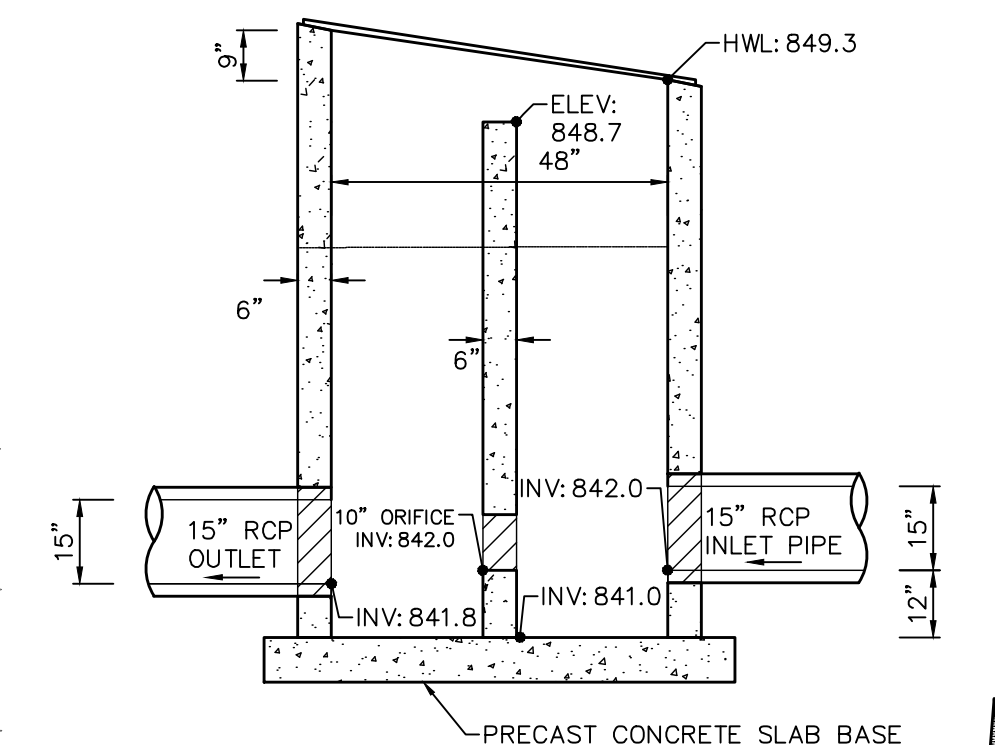
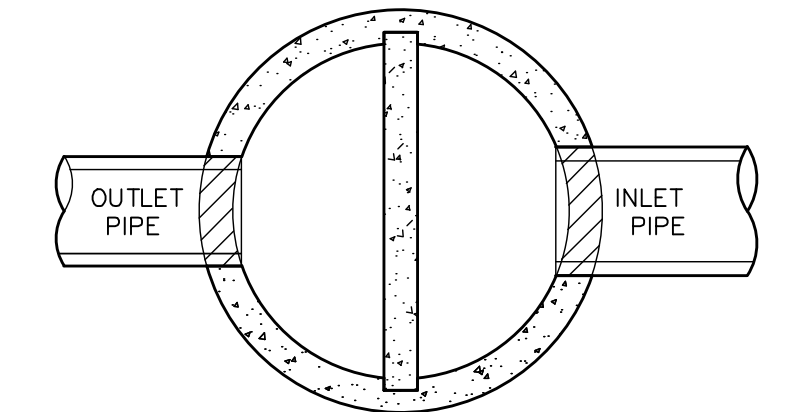
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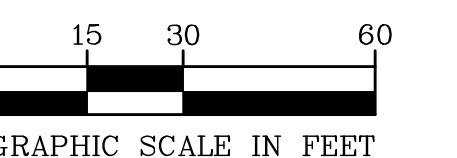
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UTILITY CONSTRUCTION NOTE:

1. STRUCTURES IN BOULEVARDS/GREENSPACE REQUIRE FIBERGLASS FLEX STAKE MARKERS, PER CITY PLATE (MISC-01)



POND OUTLET CONTROL STRUCTURE
OCS-200
(NOT TO SCALE)



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOMAN WAY
ELEV=863.90

00-ENG-120212-SHEET-STRM

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Date

Revisions

1.2-5-21 CITY PLANNING COMMENTS

Date

1-15-2021

Designed NAP

Drawn MSN

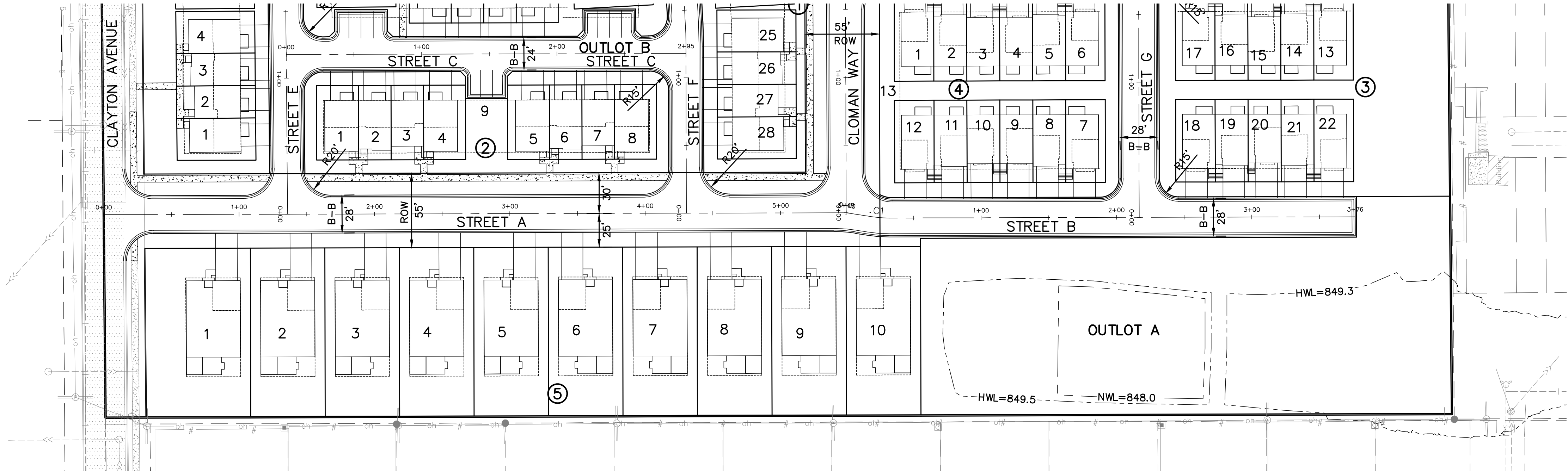
PRELIMINARY STORM SEWER

M/I HOMES

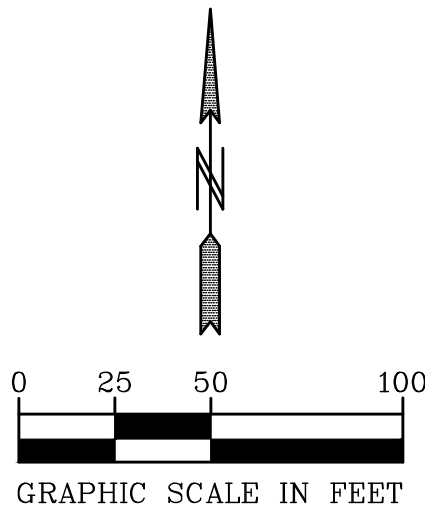
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA

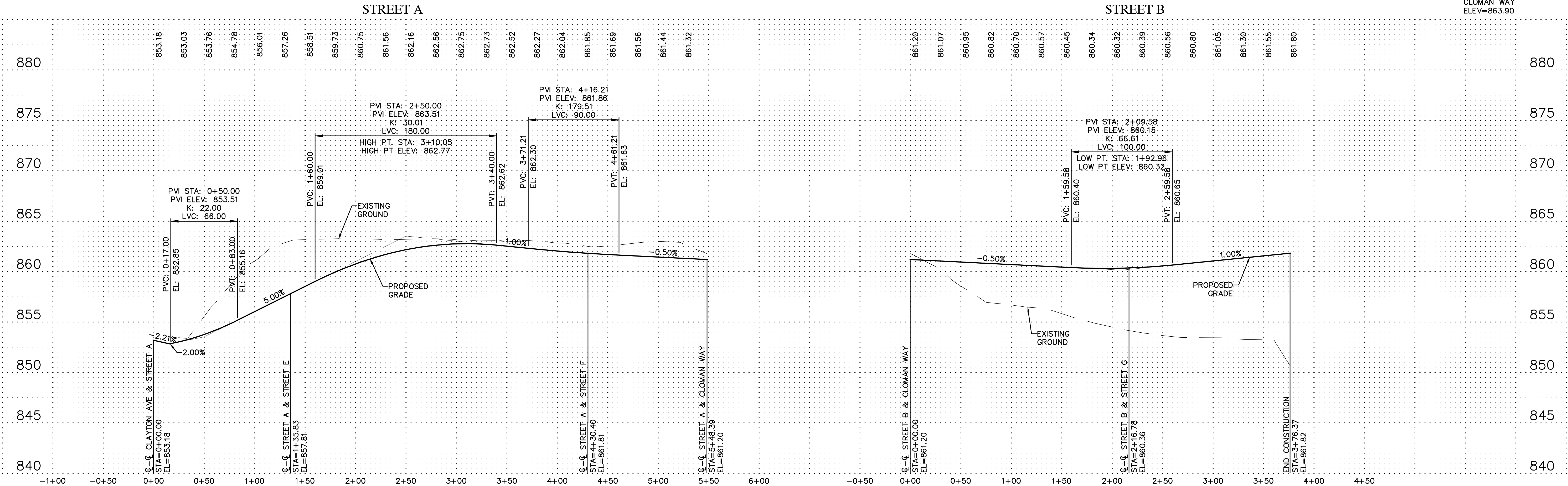
5.2 OF 21



CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	9°05'16"	14.28	90.00	7.15	0+18.10	0+32.38



BENCH MARK
TOP NUT HYDRANT ON WEST
SIDE OF SOUTH END OF
CLOWAN WAY
ELEV=863.90



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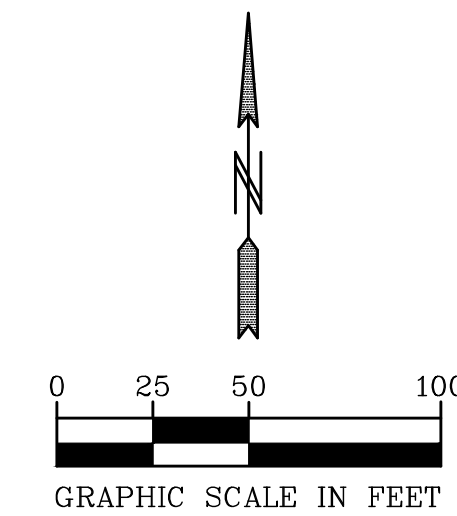
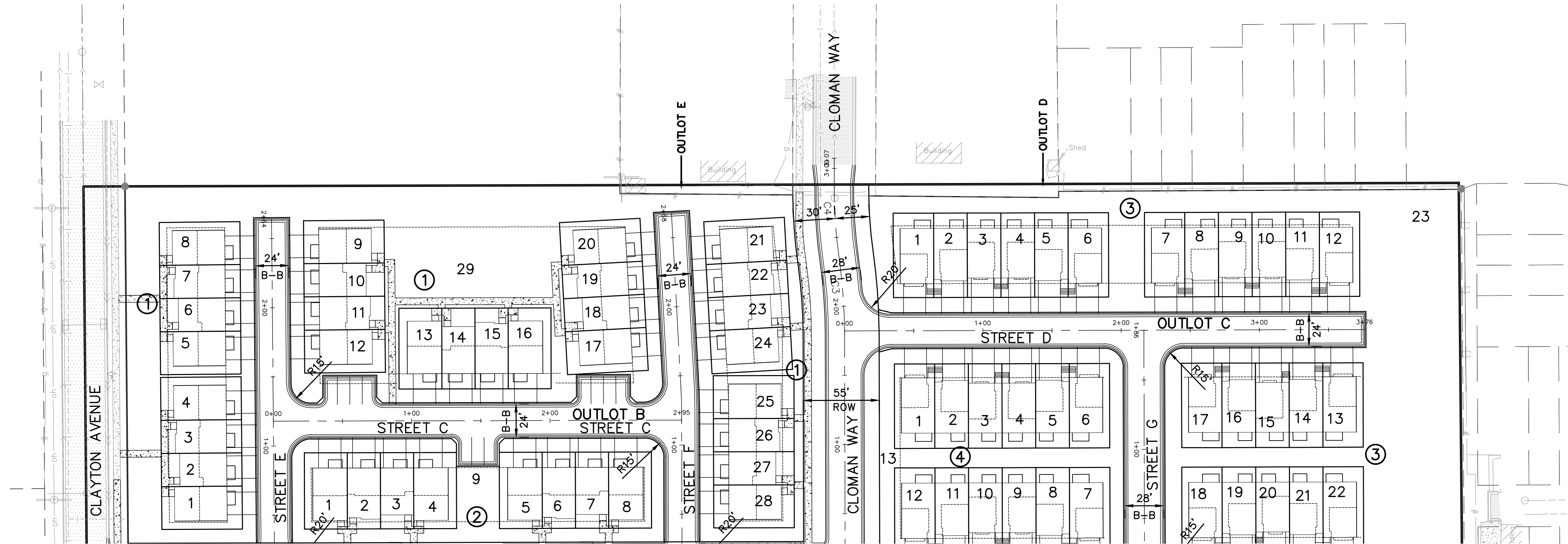
Revisions
1. 2-5-21 CITY PLANNING COMMENTS

Date 1-15-2021
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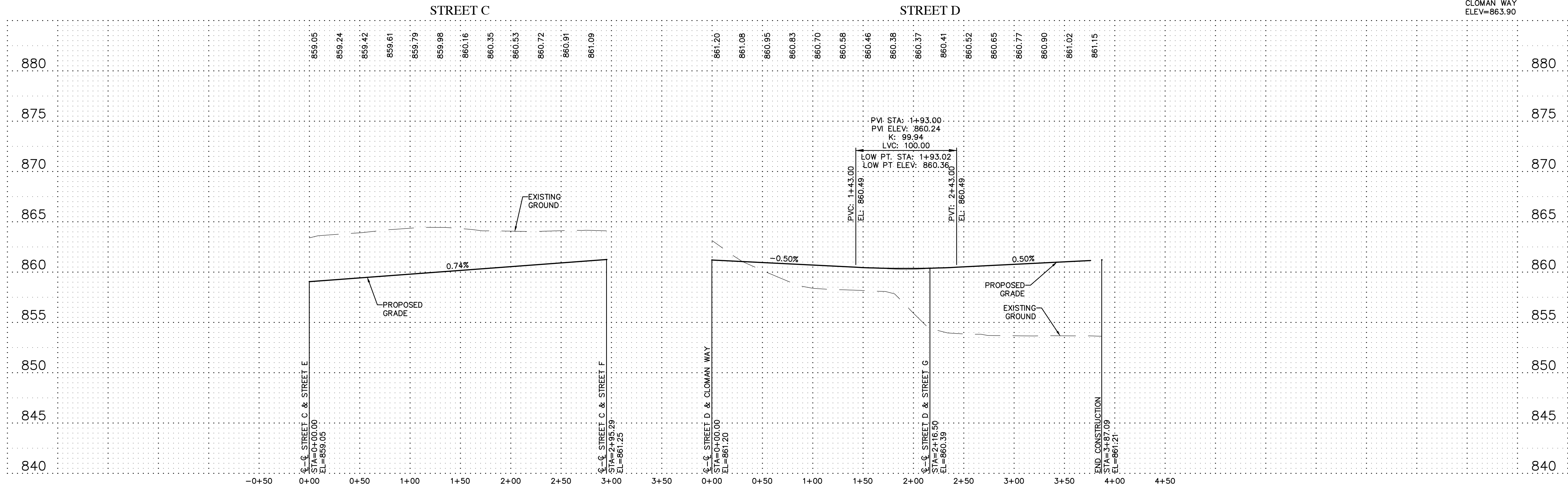
PRELIMINARY STREET PROFILES

M/I HOMES
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ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA



BENCH MARK
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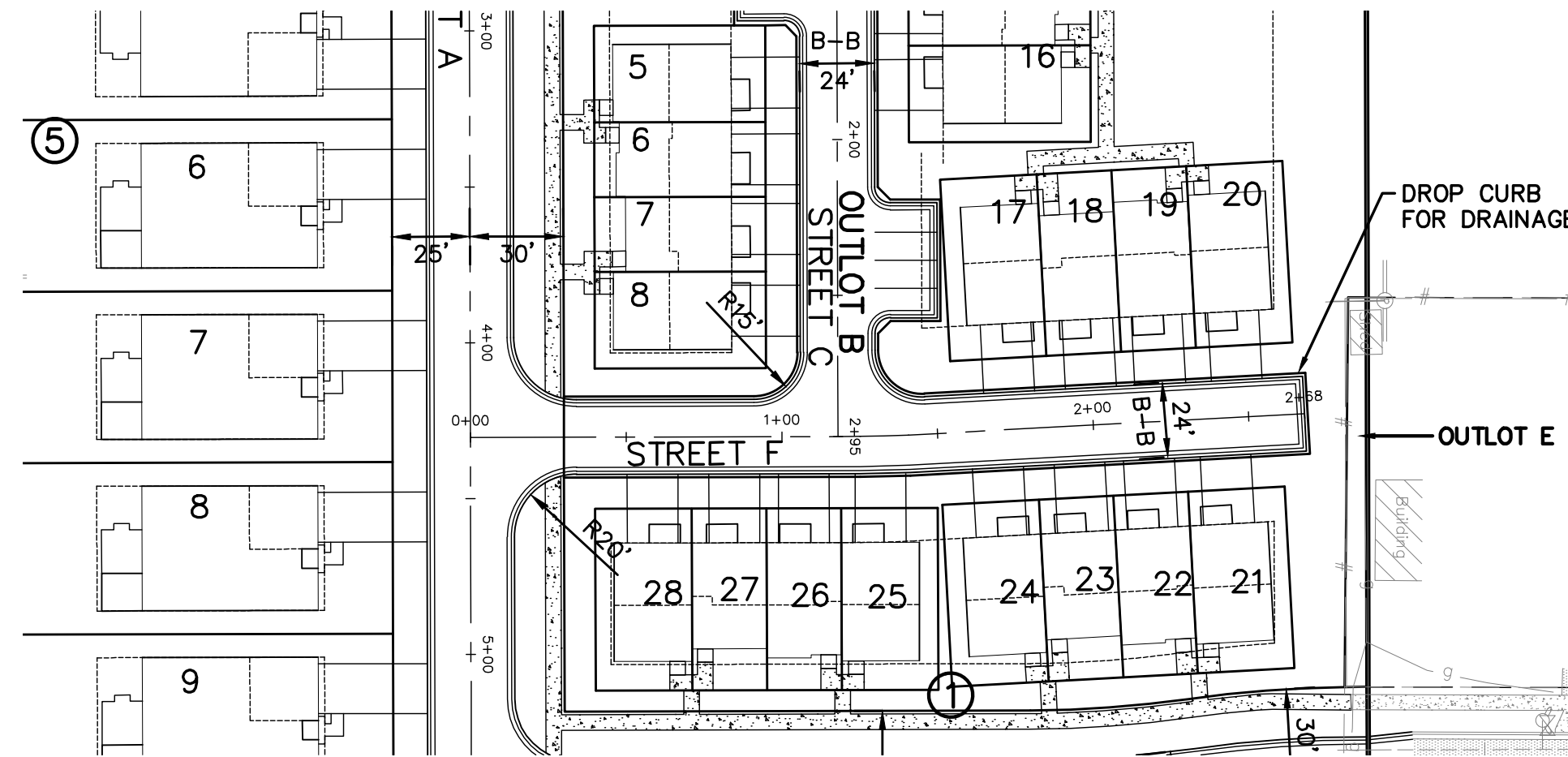
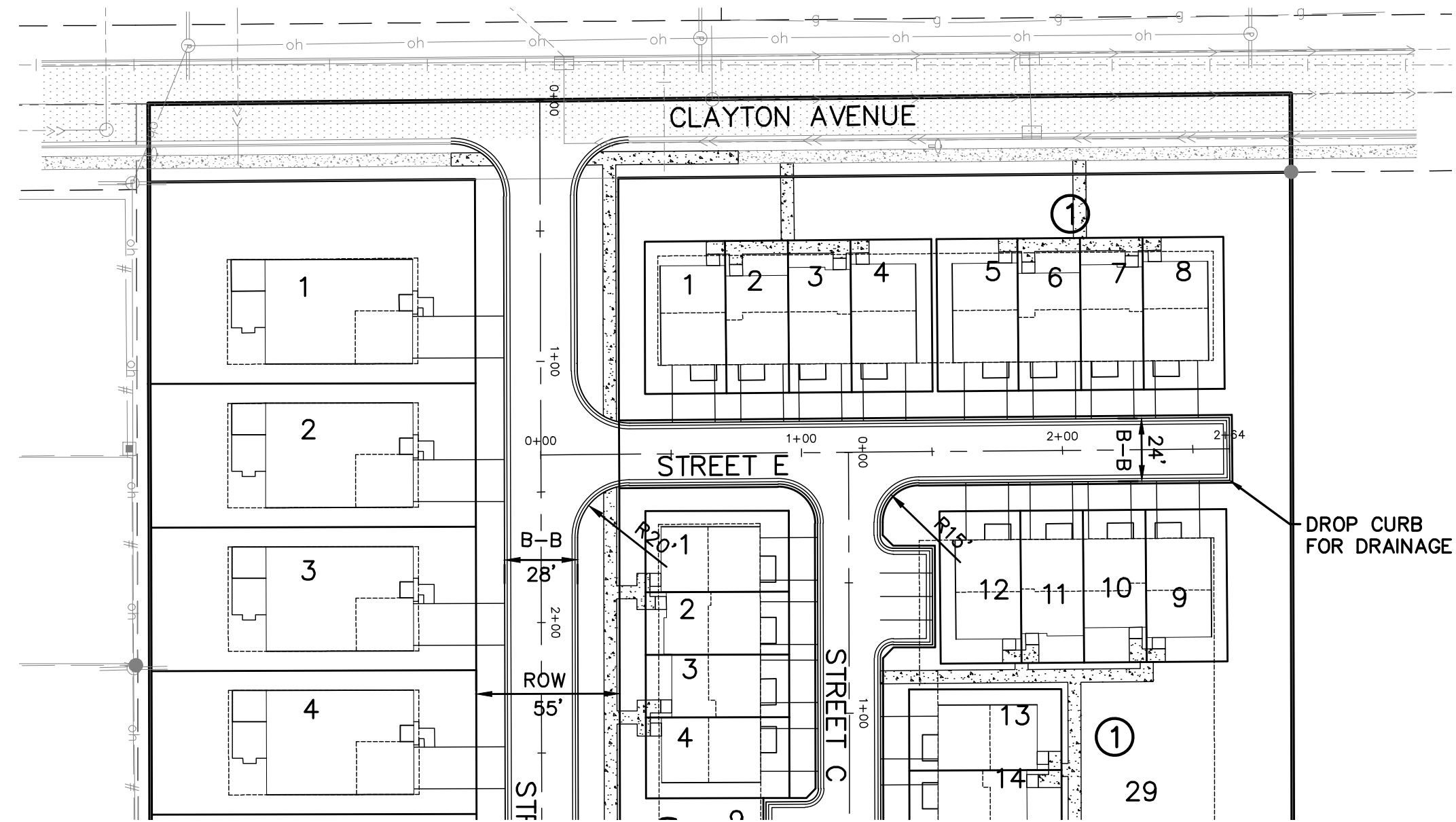
Date 1-15-2021
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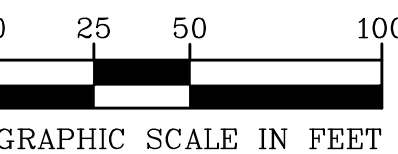
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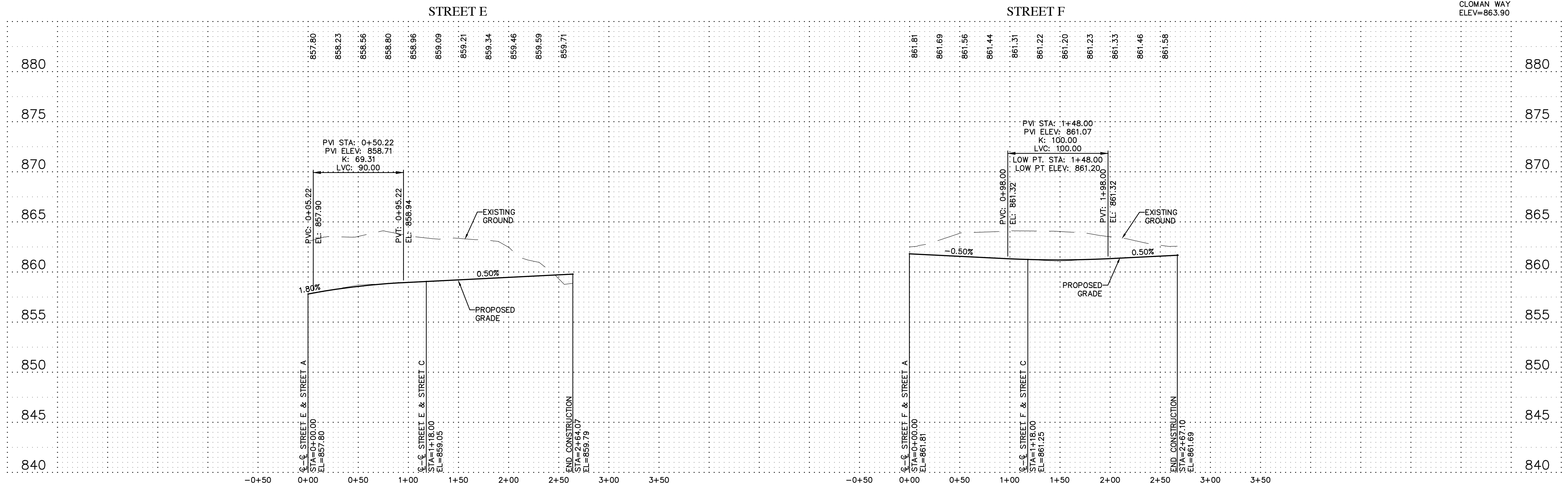
6.2 OF 21



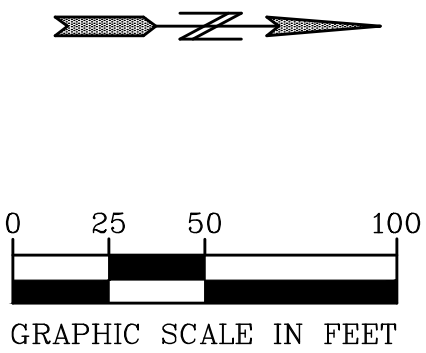
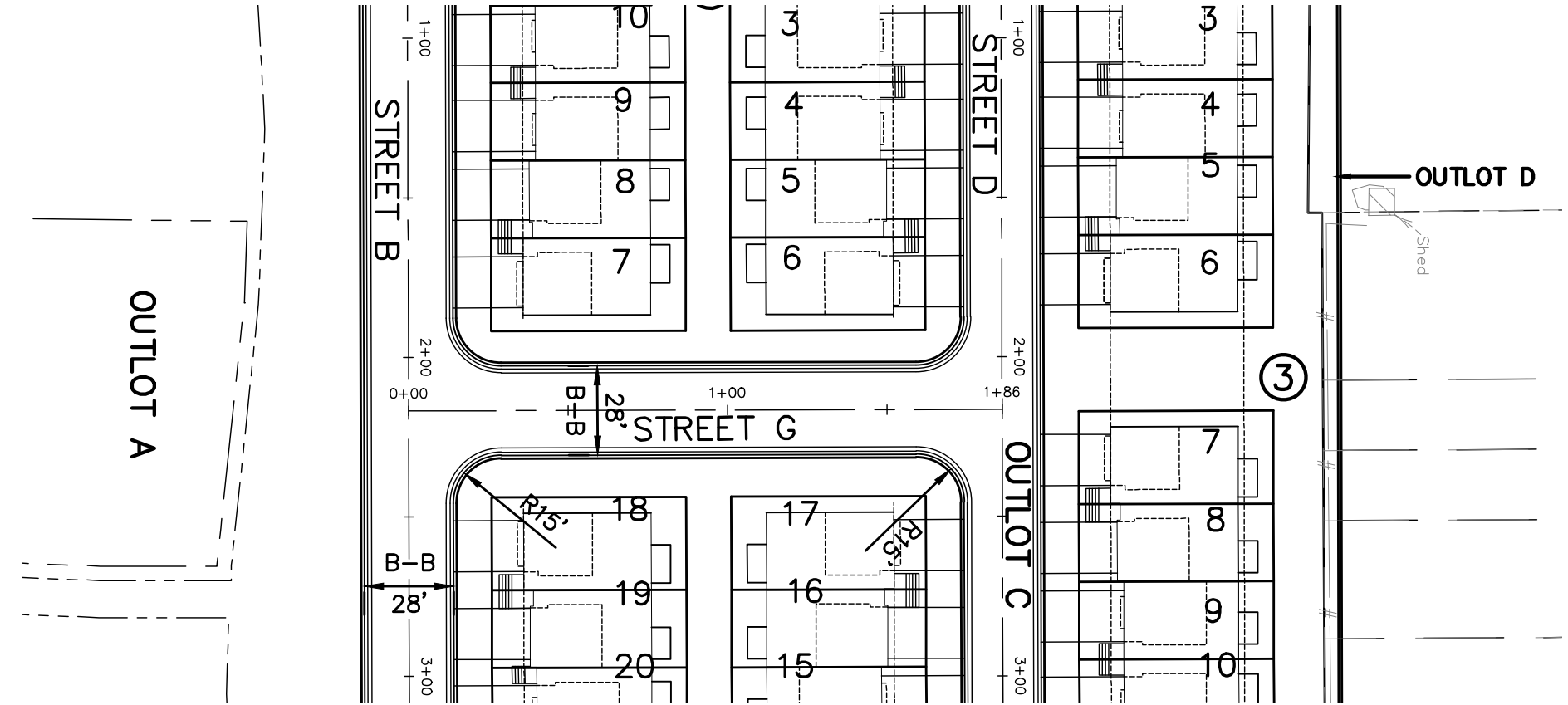
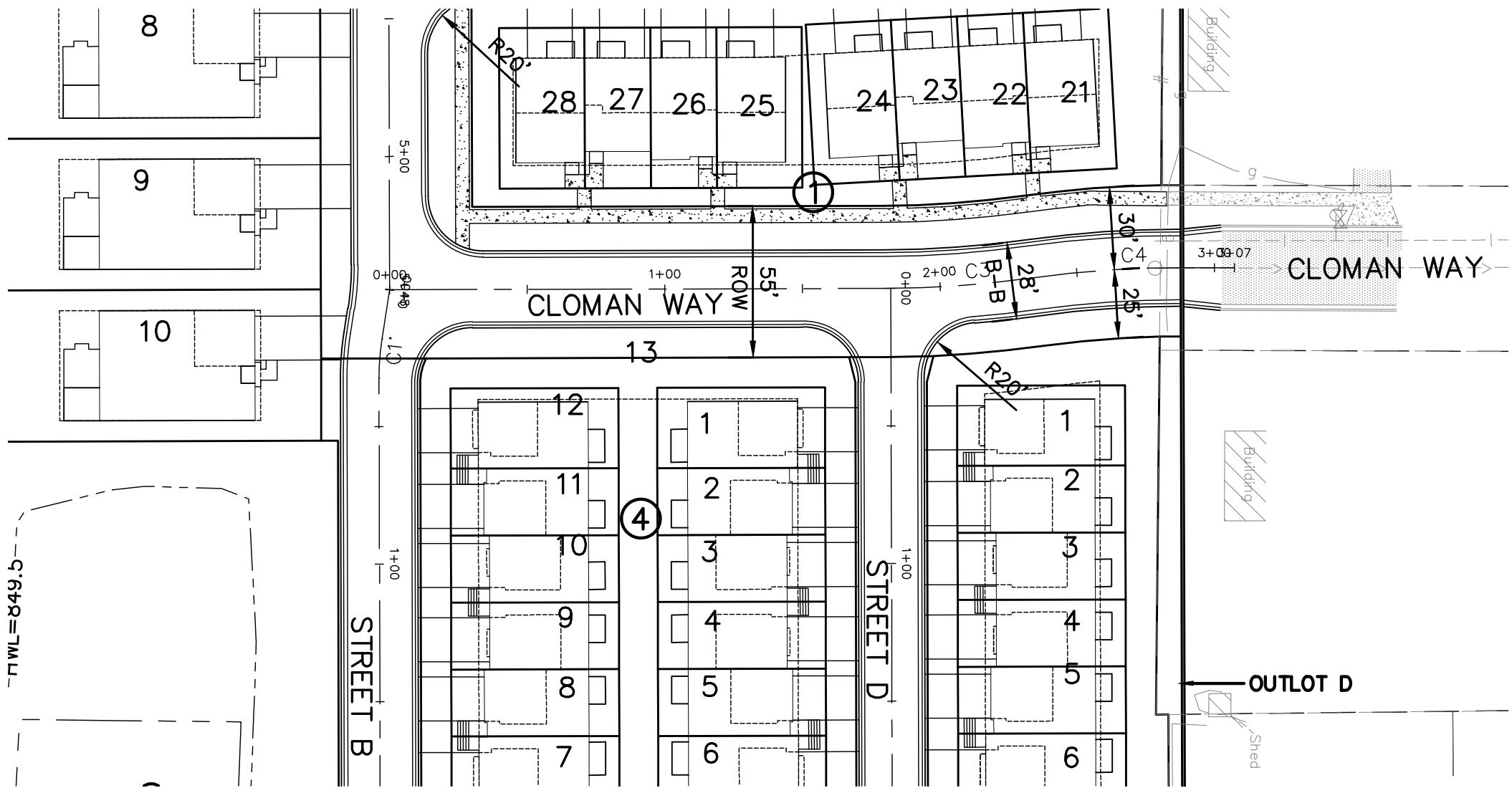
CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT



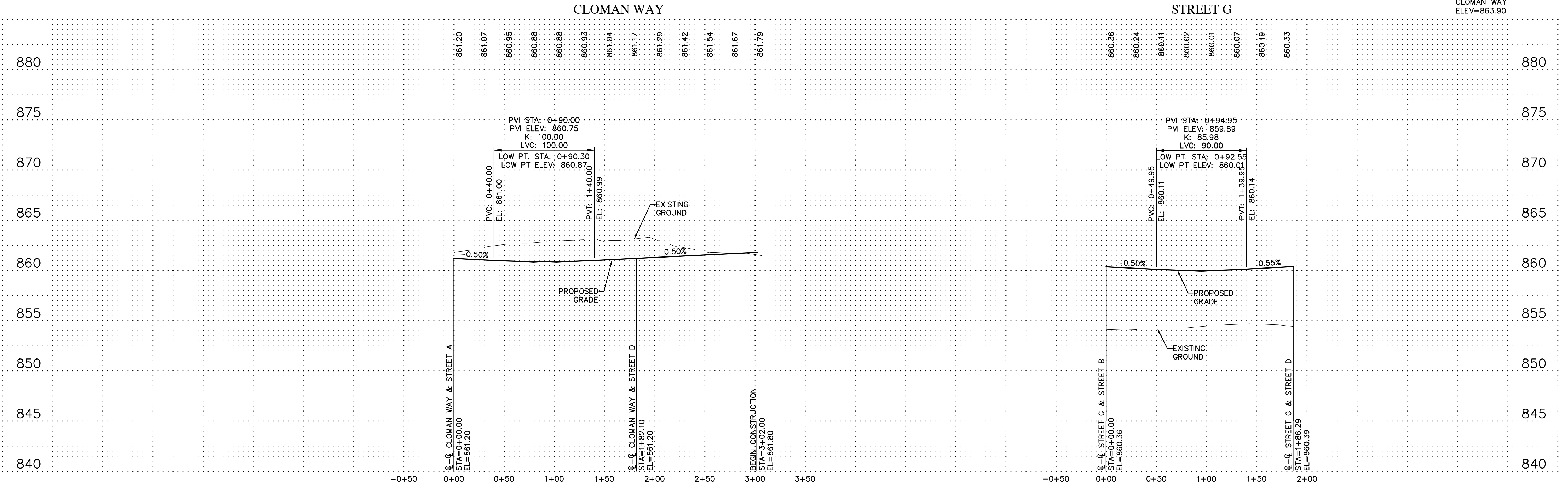
BENCH MARK
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CLOMAN WAY
ELEV=863.90



CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C3	7°51'34"	54.87	400.00	27.48	1+79.53	2+34.40
C4	8°11'10"	52.86	370.00	26.48	2+34.40	2+87.26



BENCH MARK
TOP NUT HYDRANT ON WEST
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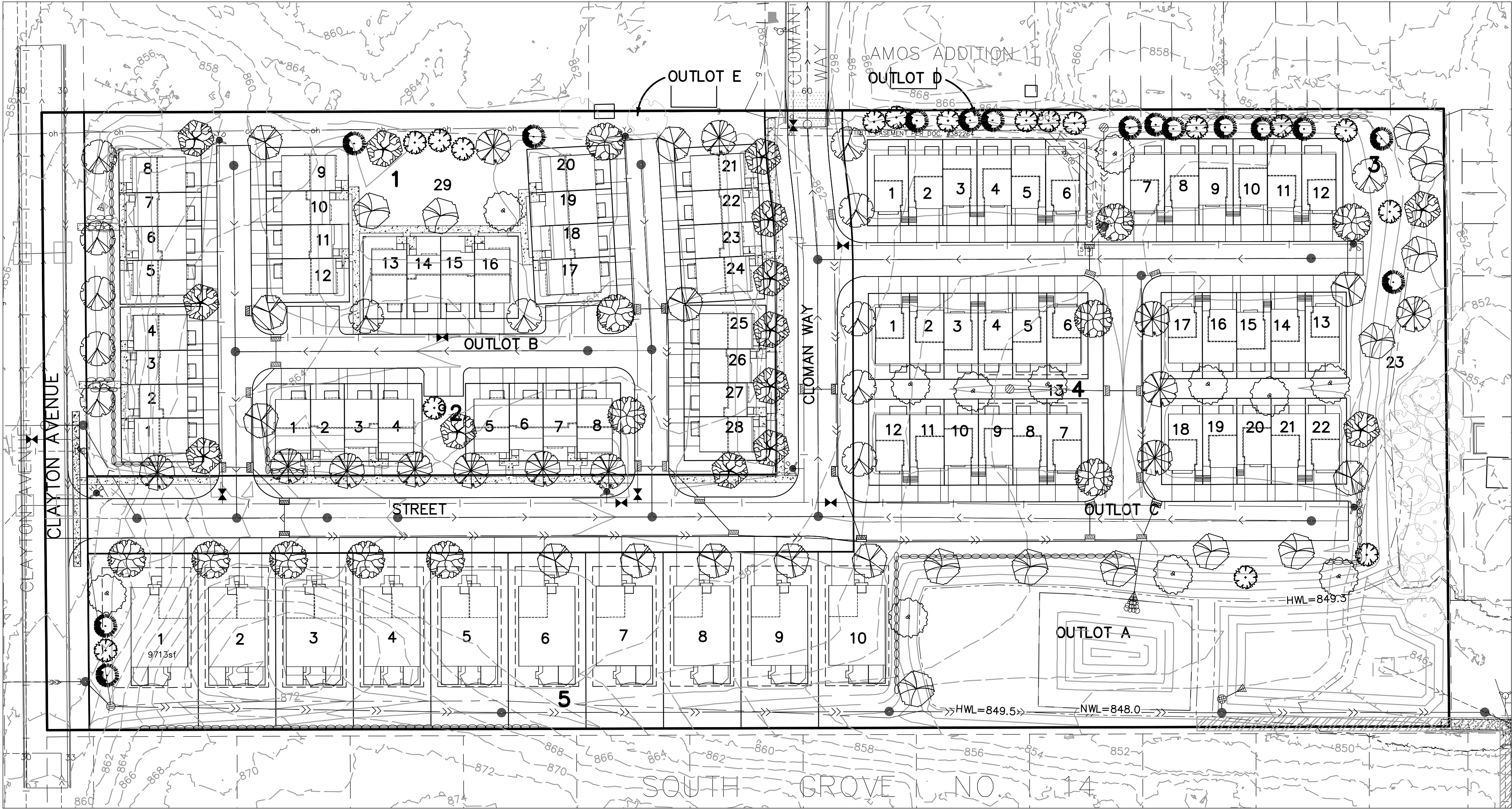
Revisions
1. 2-5-21 CITY PLANNING COMMENTS

Date 1-15-2021
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Drawn MSN

PRELIMINARY STREET PROFILES

M/I HOMES
5354 PARKDALE DR. #100
ST. LOUIS PARK, MINNESOTA 55416

SOUTH GROVE
INVER GROVE HEIGHTS, MINNESOTA



PLANTING SCHEDULE				
KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	MATURE HT. & SPREAD
OVERSTORY TREES				
	SWAMP WHITE OAK/QUERCUS BICOLOR	2.5" B&B	12	55 X 45
	HACKBERRY/CELTIS OCCIDENTALIS	2.5" B&B	13	60 X 50
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	2.5" B&B	13	50 X 40
	RED OAK/QUERCUS RUBRA	2.5" B&B	14	60 X 50
	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS VAR INEMIS	2.5" B&B	12	40 X 40
	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	10' B&B	12	40 X 30
	NORTHWOODS MAPLE/ACER RUBRUM 'NORTHWOODS'	2.5" B&B	12	50 X 40
EVERGREEN TREES				
	WHITE PINE/PINUS STROBUS	8' B&B	15	65 X 30
	NORWAY SPRUCE/PICEA ABIES	8' B&B	17	70 X 25

LANDSCAPE REQUIREMENTS:

ONE TREE PER UNIT: MULTI-FAMILY=70 TREES
SINGLE FAMILY=10 TREES

MITIGATION REQUIRED: 99"=40 TREES
(SEE SUBMITTED TREE PRESERVATION PLAN)

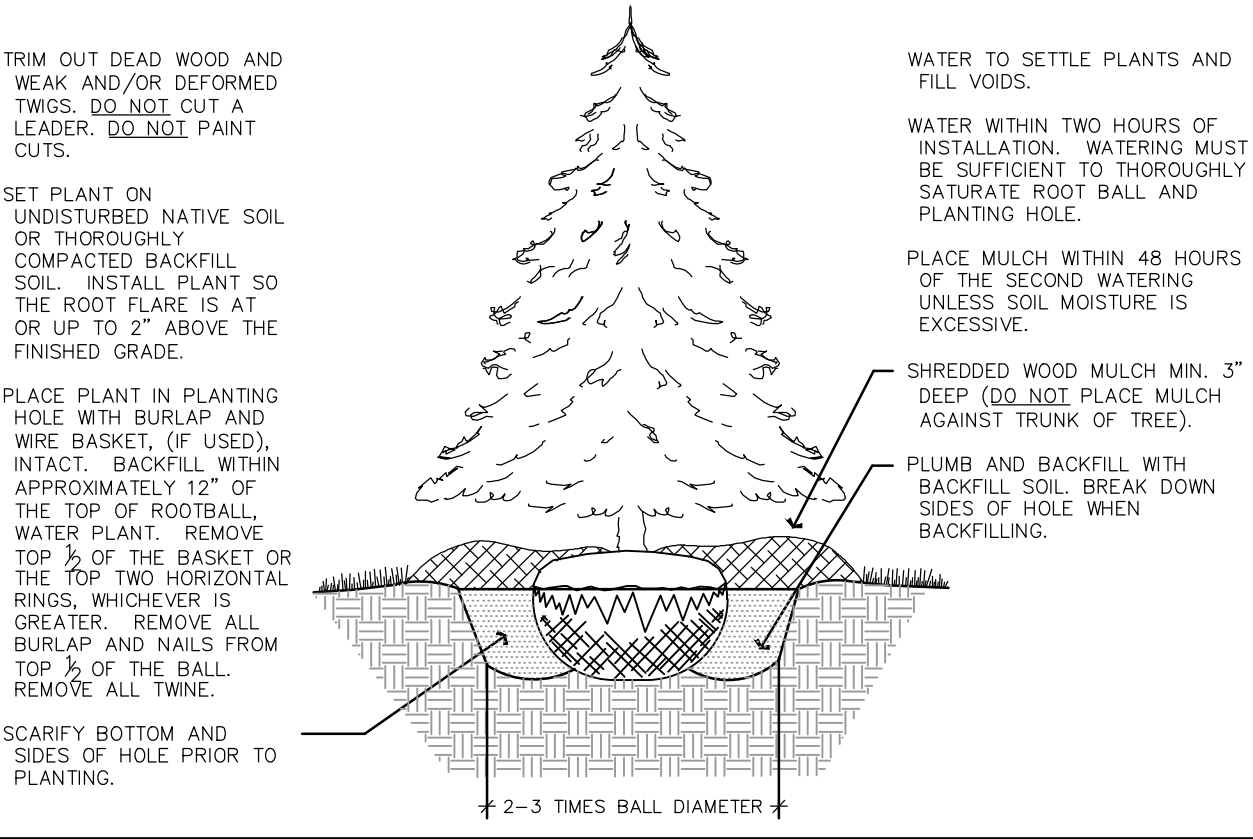
PROPOSED TREES:120

EXISTING TREES TO BE SAVED

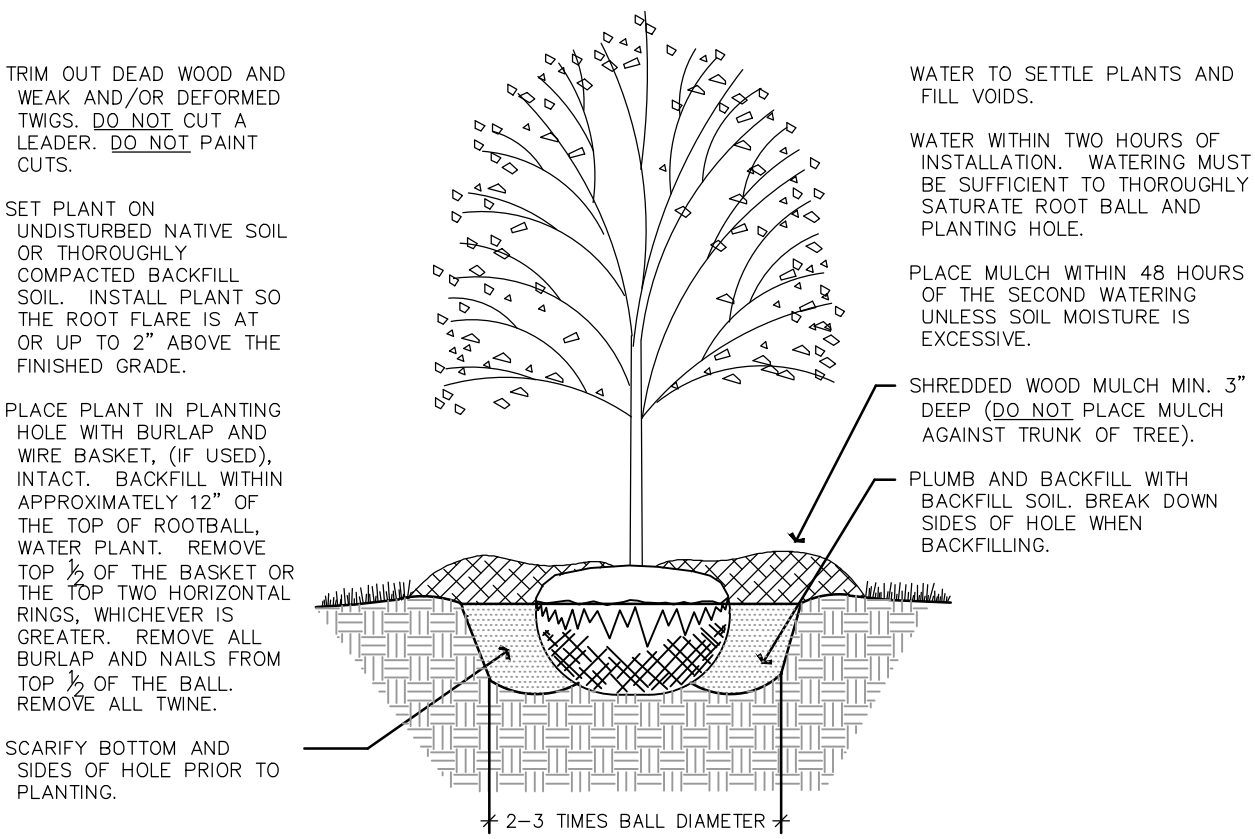
LANDSCAPE NOTES

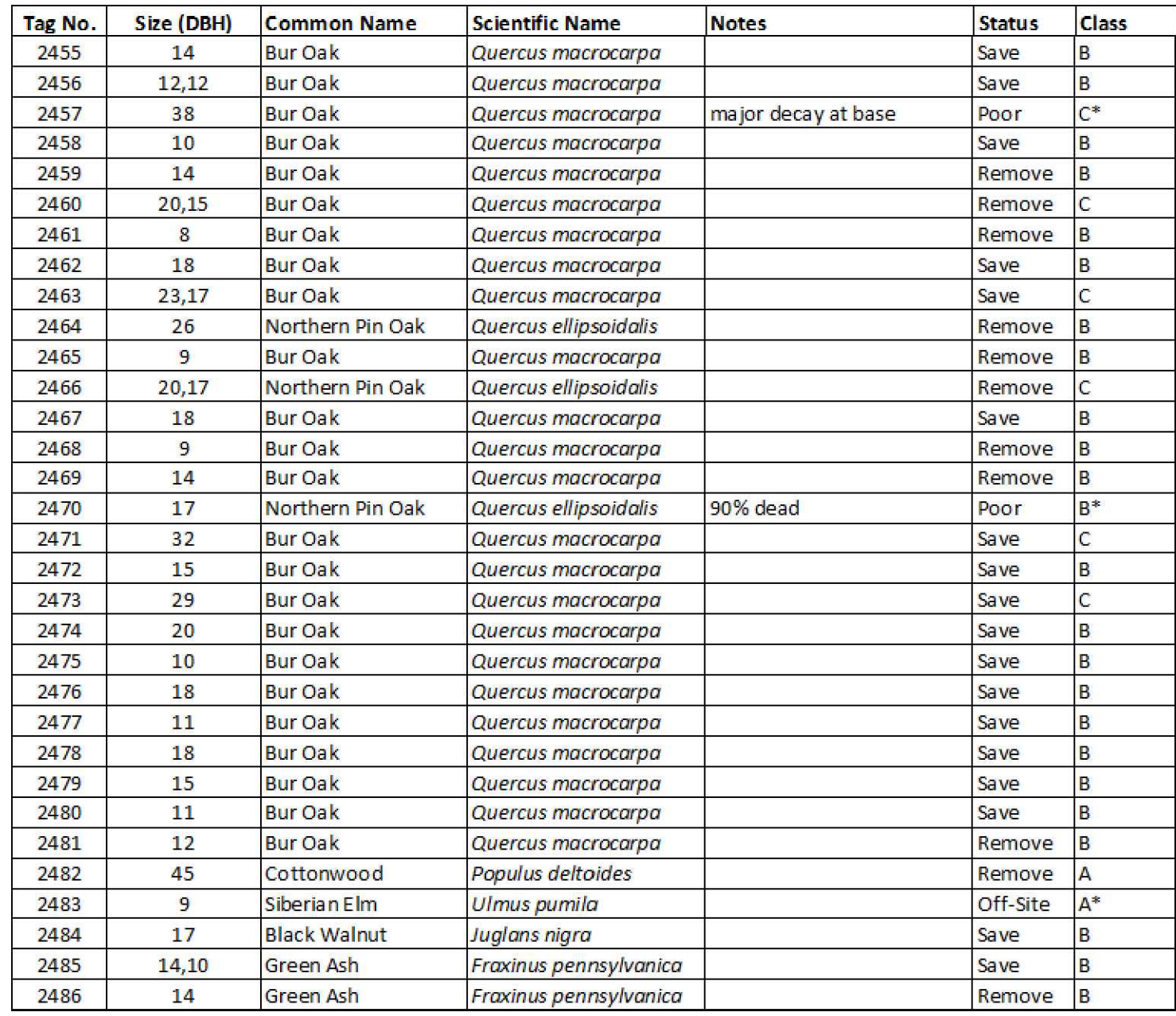
- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL





From: [Jake Klingner](#)
To: [Kim Fox](#)
Subject: Planning Commission Comment for Feb 16th
Date: Sunday, February 07, 2021 9:41:15 AM

Hi Kim,

My wife and I want to provide the following comments to be provided in advance of the meeting of Feb 16th. We live at 3425 76th St E, Inver Grove Heights, MN 55076, very near to the proposed housing project at the old South Grove school property. Please take these sensible concerns into consideration.

1) We are concerned about increased traffic on our street, 76th st E. We feel people already use our road as a "short cut" to get to Clayton. If you are heading east on 75th from Cahill, you can turn right on Carmen, which curves to the left, and becomes 76th St E. That will take you to Clayton, where many people (whose cars we do not recognize) turn right (south) to continue on their way. I teach, so am home in the summer and have observed this traffic pattern over the last (almost)15 years. There are many young children on our street who enjoy biking, scootering, skating etc, up and down the street in the nice months. **I would like the city to consider signage that states "not a thru street", "SLOW", or "children at play" signs**, to be installed on our street at both the intersection of 76th St E and Clayton, AND Carmen and 75th.

2) It has always been a safety concern that, in order for my kids and me to get to Oakwood Park, we have to cross Clayton, with no crosswalk or signage that might signal to drivers there will be kids crossing at the intersection of 76th St E and Clayton. **I would like the city to consider, at a minimum, a sign, light, or possibly a crosswalk connecting 76th St E to the other side (east side) of Clayton. Ideally, the city would construct an additional sidewalk** so that both sides of Clayton have a sidewalk connecting 75th to 78th on the west side of Clayton. While this would be a construction project, and involve other properties, it would be the safest for the residents on this street and for their children to be able to walk to the park, stores, etc. without having to cross Clayton with no protections in place.

3) Speed and enforcing stop signs. Residents are horrible at stopping at 4-way stops here. There was a death in my neighborhood less than a year ago (cahill and 75th) I'm a lifelong resident, and it seems stopping at 4-ways is something many IGH residents are habitually incapable of doing. Clayton, 75th, and 78th are all long, straight roads that people drive on with little regard to speed (30 MPH) or coming to a full and complete stop. I DO see police presence often at Grace Lutheran Church, BUT I worry that, with the increased traffic from the proposed developments, especially in the mornings and evenings with work commutes, this will worsen. **I would like the city to consider, at a mimum, permanent posted speed limit signs with digital displays showing cars their current speed, one on each side of Clayton midway between 75th and 78th.**

Jake Klingner
612-803-3965

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3738 Conroy Trail
Inver Grove Heights, MN 55076
February 10, 2021

Dear Planning Department:

I want to first thank you for the opportunity to provide feedback on the South Grove Property Development. It is not our objective to stop or kill the development. It is my and my neighbor's objective to prevent flooding due to storm water runoff and snow melt. In addition, our purpose is to maintain access to backyards along the Conroy Court.

The first thing I would like to state is the 24-hour 100-year average rainfall has a value of 7.5 inches. The 90% confidence interval is 5.91- 9.46 inches in 24hours. The 1987 storm of a century had a value of 9.15 inches in a 24-hour period (source U of Minnesota Climatology website). My first concern is what happens to the project models at the upper end of this confidence interval? What happens to The Oaks homeowners along the east and North borders? I was not living here at that time of the storm of the Century. I have spoke to my neighbors at 3736 Conroy Trail and 3734 Conroy Trail. They say the water came up the hill just to the patio levels but did not enter building 15 (3734-3740) Conroy Trail. I spoke to a neighbor in Building 14(3742-3748 Conroy Trail) to the east at slightly lower elevation at the south end (this was one picture I was having trouble getting). I spoke to one resident in building 17 (3706-3712) Conroy Trail and they stated they had flooding and the School had put a berm around the property to stop water. It should be noted that Building 14,15,16 and 17 are all lower than the South Grove Property. I have limited depth perception due to a birth defect and am not able to judge the level of Buildings 19 and 20 long the south side of Conroy Court (backyards back up to the north property line of the South Grove Property as being above or below the school property. From the one picture of a backyard, I would way the buildings are lower than the school yard property. I would have to say the land slopes toward the houses. I am attaching a map of the Oaks property, so everyone can see the locations of the buildings in question.

William Scott at 3732 Conroy Trail at the west end of Building 16 is concerned about his property with the grading of the South Grove property being 5-6 feet above his property as shown in the drawings I received from

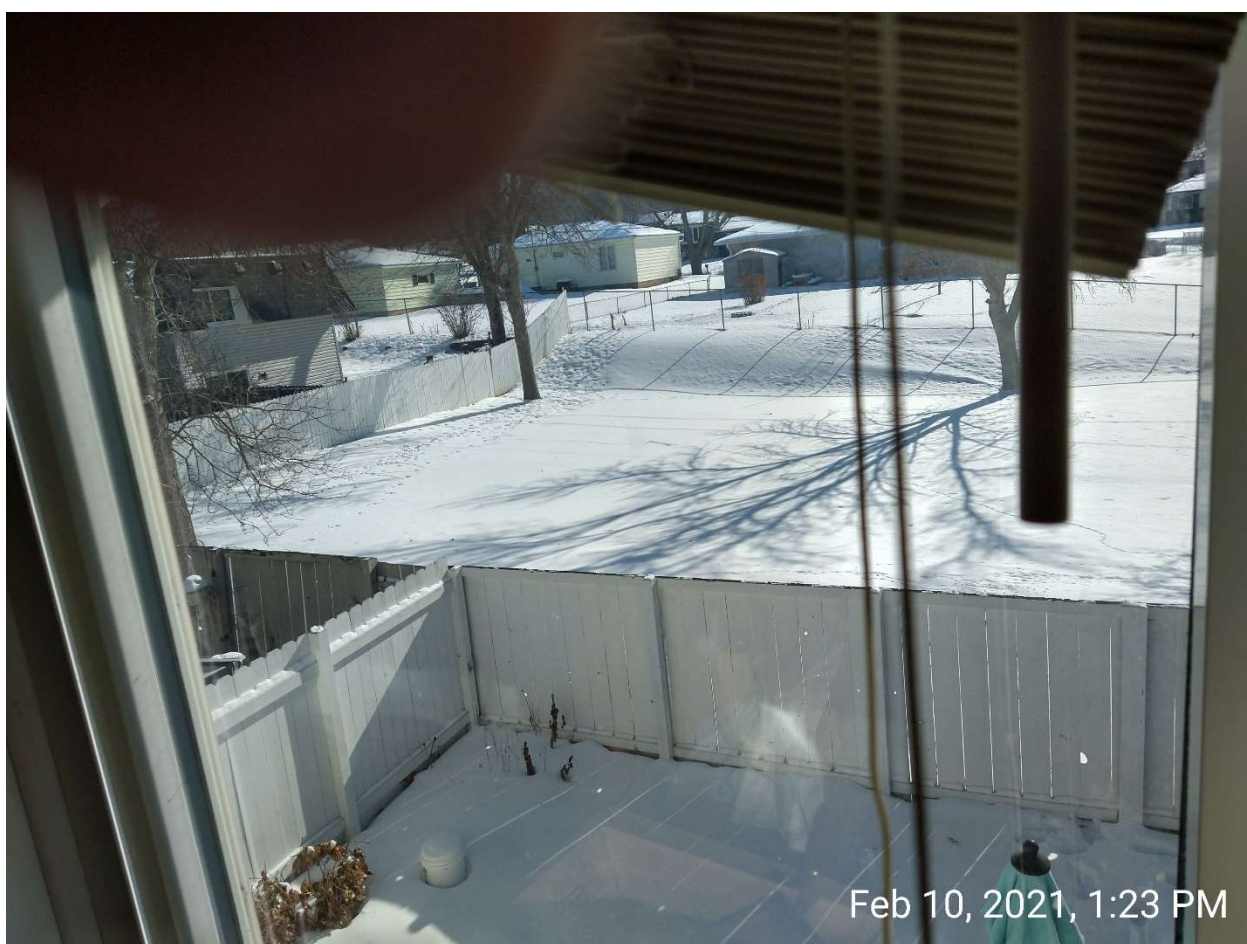
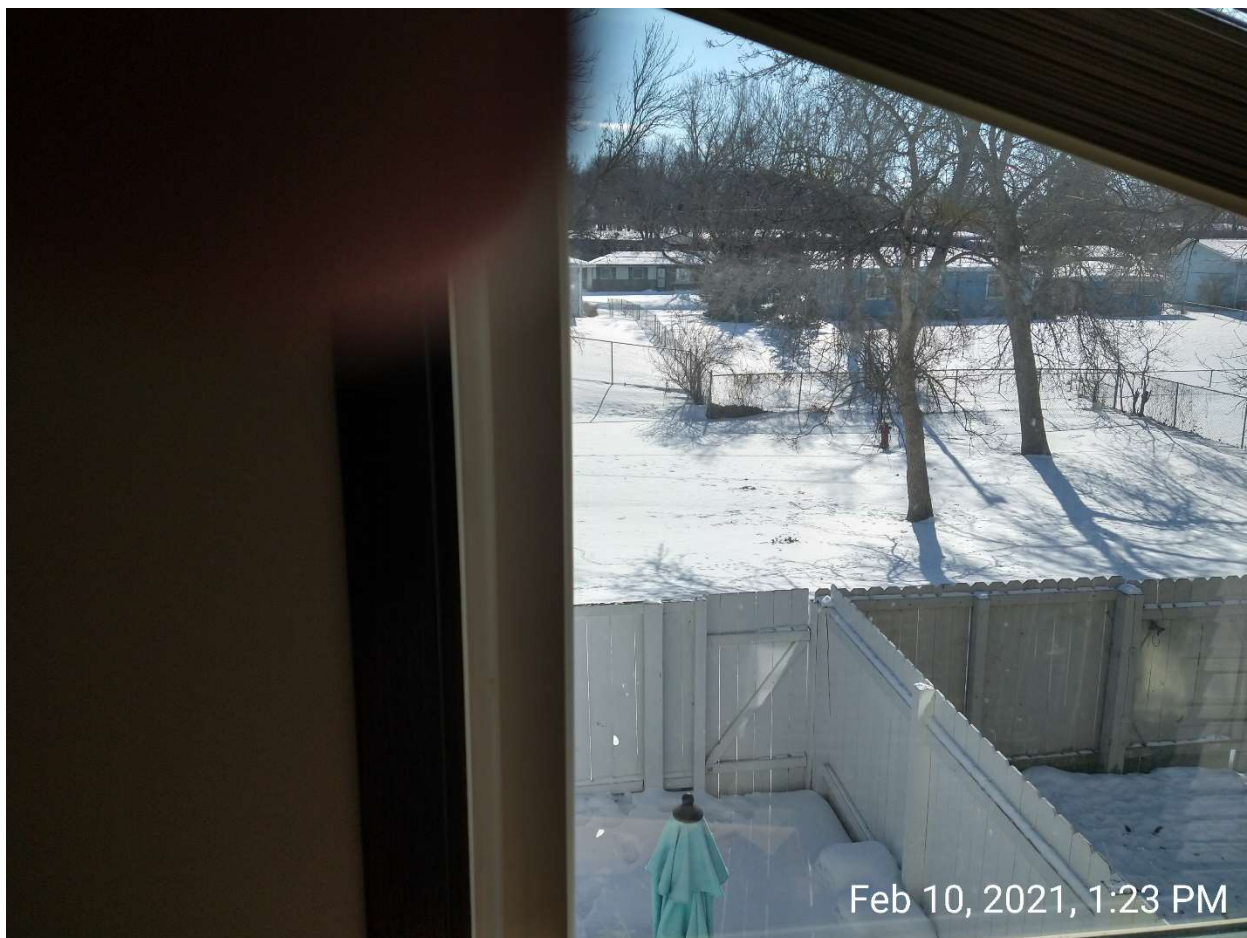




John Rask at MI homes when I asked for an update on the number of retention ponds. His property then drops down on the other side of the fence. Please see photos of yard above. William states he has several inches of water/ice in the spring and is concerned it will come in his sliding door if runoff increases from current state.

I spoke with the Gackstetter's across the drive at 3734 Conroy Trail building 15 and they said they had no water in their front yard because the trees stopped it. If trees are removed, water will have a direct downhill path into the front yards of Building 15. There are too many things along the fence line to get a good picture.

The back yard of building 15 had water up to the patio doors but did not breach. Building 14 breached on the 2 most southern units according to 3734 Conroy Trail. See pictures taken from my bedroom window



I, Kathryn Domagall, am at 3738 Conroy Trail and am concerned in that the water previously came to the sliding door inside the fence. I do not want it to enter my house. I am concerned with the property height differences, the design rainfall max in a 24-hour period for the design of the retention pond(s), the 30inch pipe the developer said the city wants to run to the pond(s) along the south side of property and how the stormwater runoff to the west of said development that the city wants to pipe through to the sewer interacts with the ponds design. At what level of rainfall will I be flooded out?

Additional question I have about the retention pond(s) are the following:

1. Who is responsible for the pond(s) maintenance?
2. How frequent is said maintenance?
3. How will the maintenance be consistently funded?
4. Are there any state, county, or city requirements for maintenance on retention pond(s)?
5. Where is the snow going to be plowed to minimize the runoff?
6. What will be done to prevent the growth of mosquito larvae?
7. Who would fund mosquito control?

A resident at in building 17 expressed concern about potential flooding due to the property height difference and experience with flooding.

Next is a picture of the backyard of Pam Singer at 3684 Conroy Court. Below is a picture of the backyard. As you can see there is sloping towards the house.



Finally, the residents in buildings 19 and 20, have accessed the back of their properties as a way of egress in a time of a fire or other similar safety event and to conduct repairs and improvements on their backyards since The Oaks was developed. It is desired that this access be maintained. Pam Singer at 3686 Conroy Court is one of these individuals. She is planning in the future to replace her patio and other improvements when funding allows. 3690 Conroy Court just recently upgraded their backyard and was able to access from the South Grove property.

I would have tried to reach out to more neighbors and provide better feedback, however, it is too cold to go door to door. I hope you get an idea of the types of concerns we have from this letter. I, William Scott and Jane Lein, the Oaks Historian, as she has lived here since The Upper Oaks was built, are meeting via video conference with Steve Dodge to discuss these concerns on 2/11/2021 at 1pm. We are pleased the City is willing to talk with us.

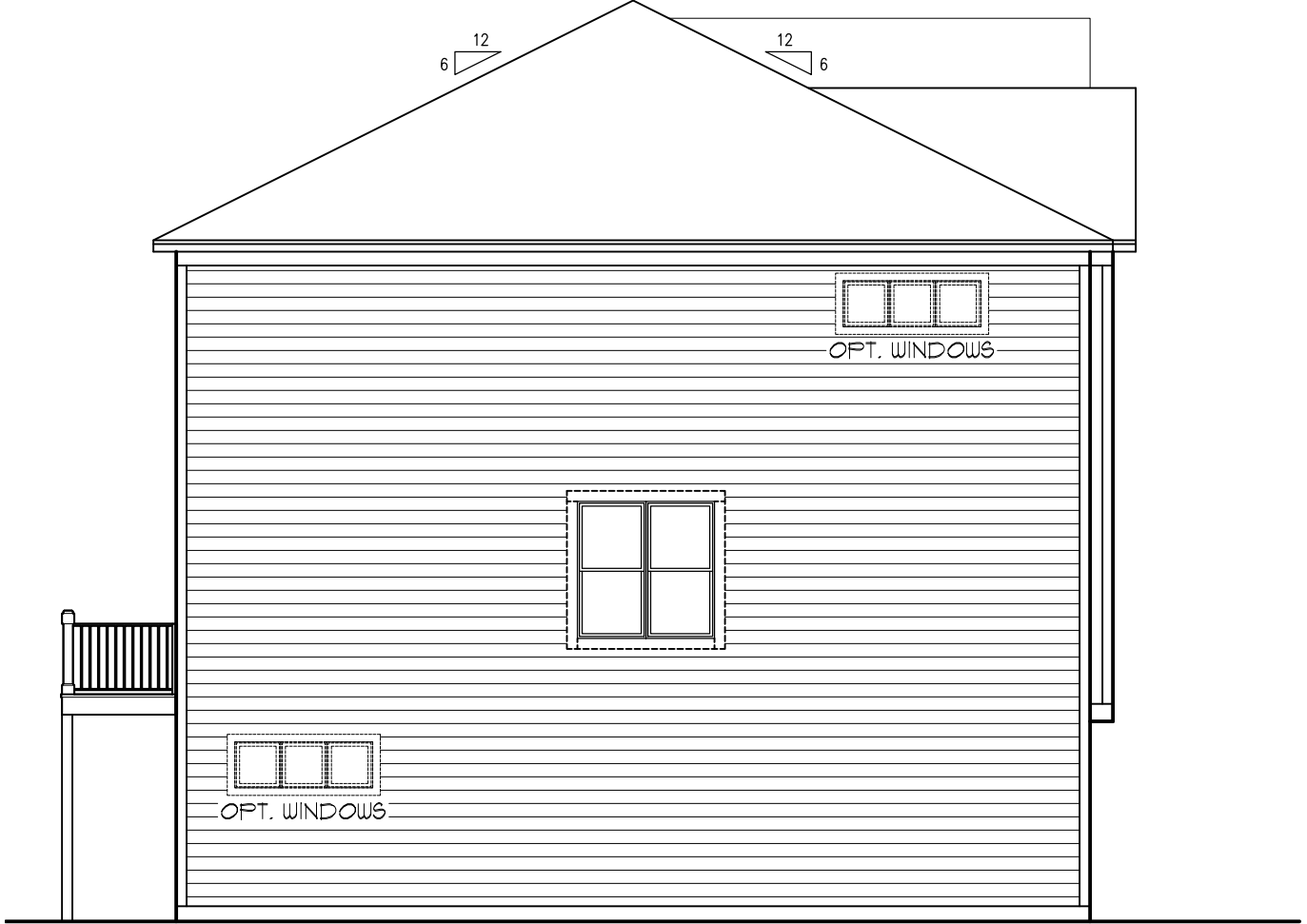
Thank you for your time and attention to these concerns.

Sincerely,

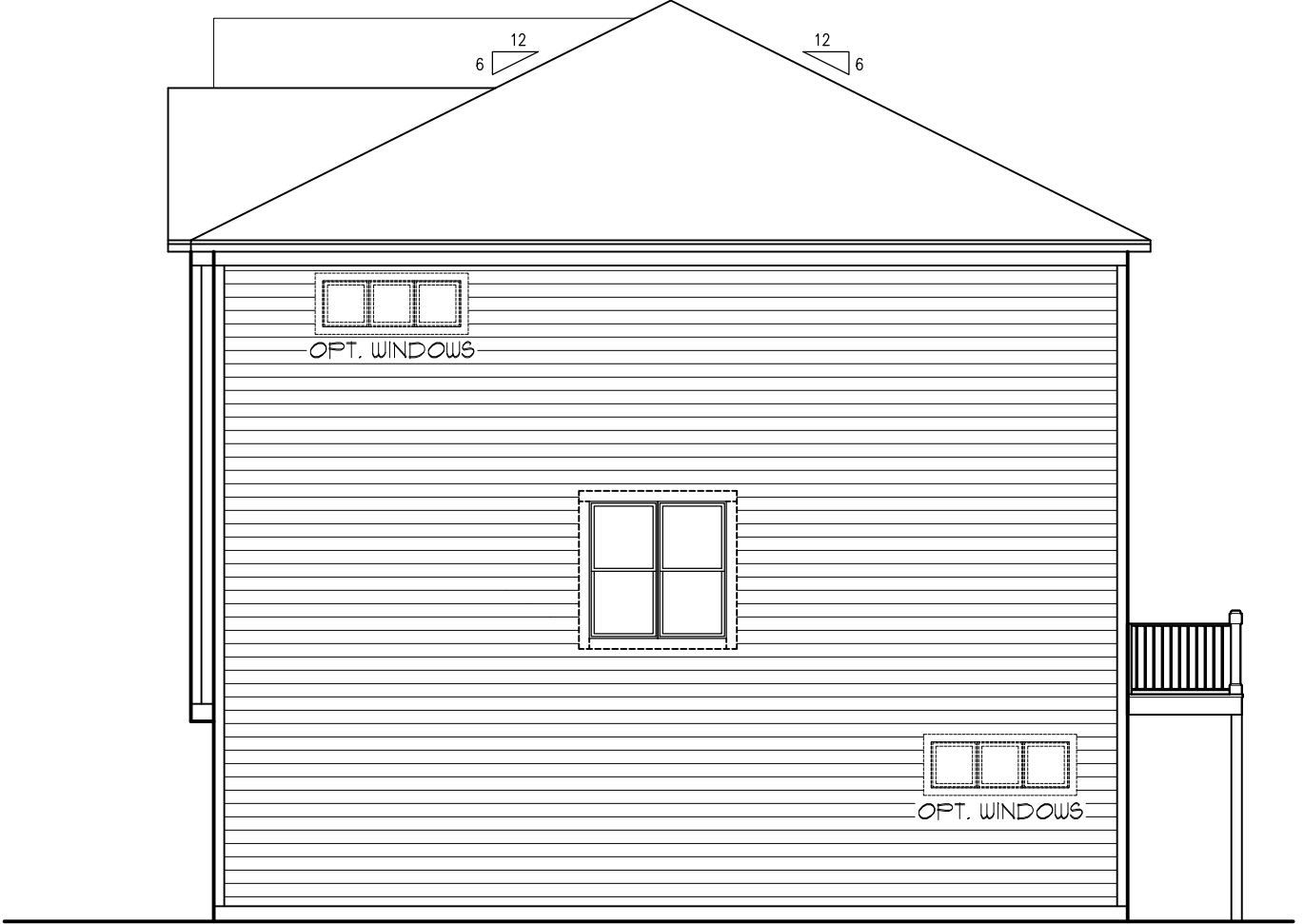
Kathryn A Domagall



4 Rear Elevation
1/8"=1'-0"



3 Left Elevation
1/8"=1'-0"



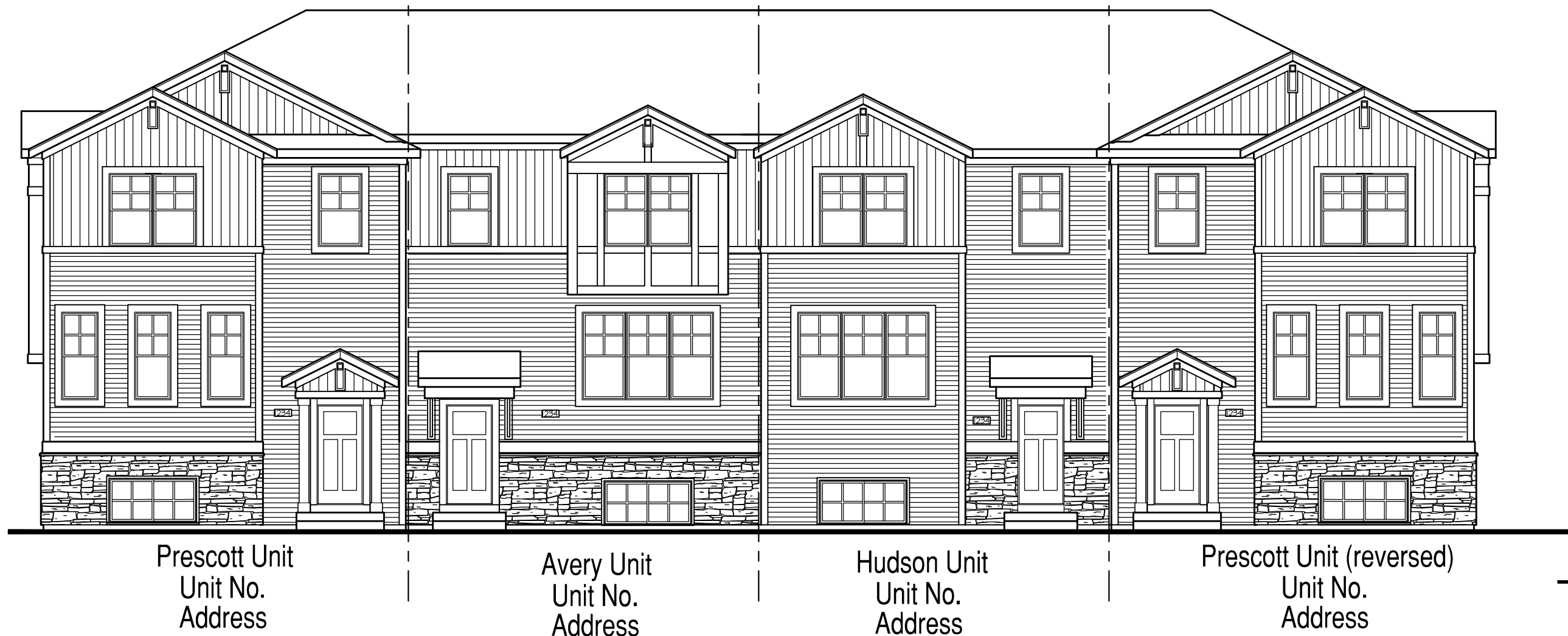
2 Right Elevation
1/8"=1'-0"



1 Front Elevation
1/8"=1'-0"

Sheet Title: 5 Unit Building Exterior Elevations	Community: COMMUNITY	Revisions / Custom Options			By
	Address: STREET ADDRESS				Date
	City: CITY, MN	Addition:	Lot:	Block:	
	Elevation: -	Client: CUSTOMER			
Model: PARK COLLECTION		Date: 06/30/2020			These plans are exclusive property of M/I Homes. All drawings and specifications are instruments of service and shall remain the property of M/I Homes. No part of these plans may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without prior written permission from M/I Homes. These plans are for construction purposes only. These plans may vary from model homes and marketing materials. Contractor to verify suitability of plans for project. These plans are exclusive property of M/I Homes.
Drawing No. AA1		Final Approval X			
Drawing No. AA1		Date X			

M / I HOMES
5354 Parkdale Dr. #100
St. Louis Park, MN 55416
763.586.7200
minneapolispermits@MIHOMES.com



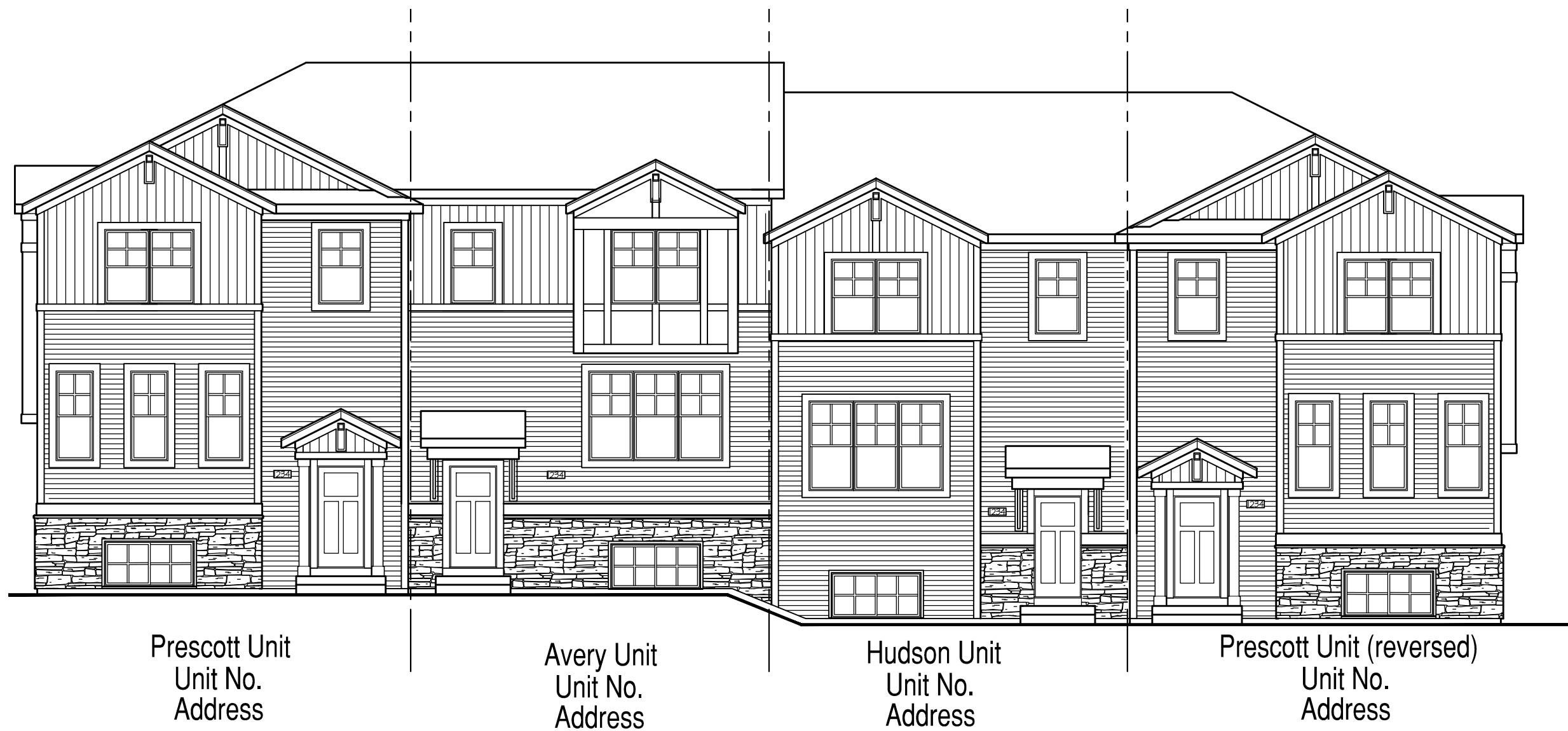
Front Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



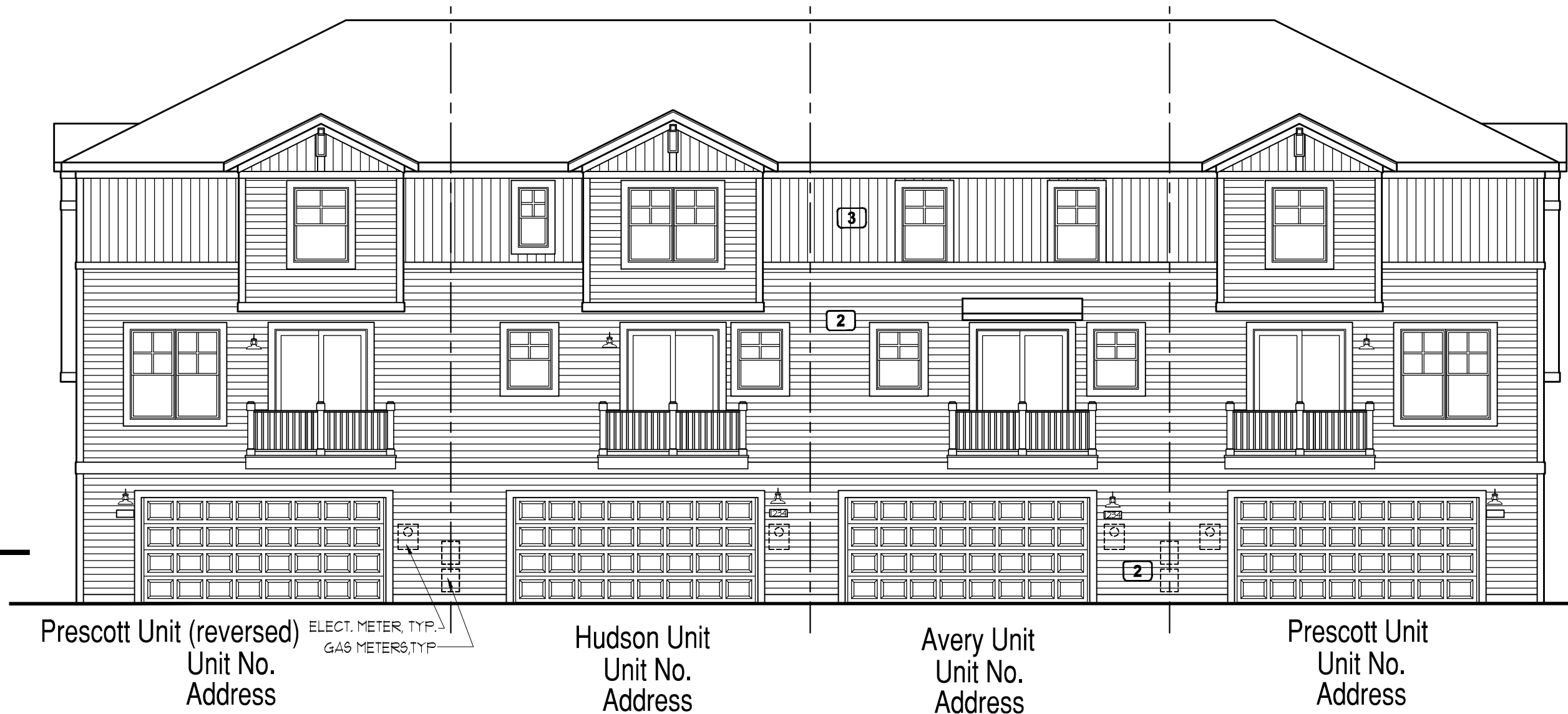
Left Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



Front Elevation w/ Step

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



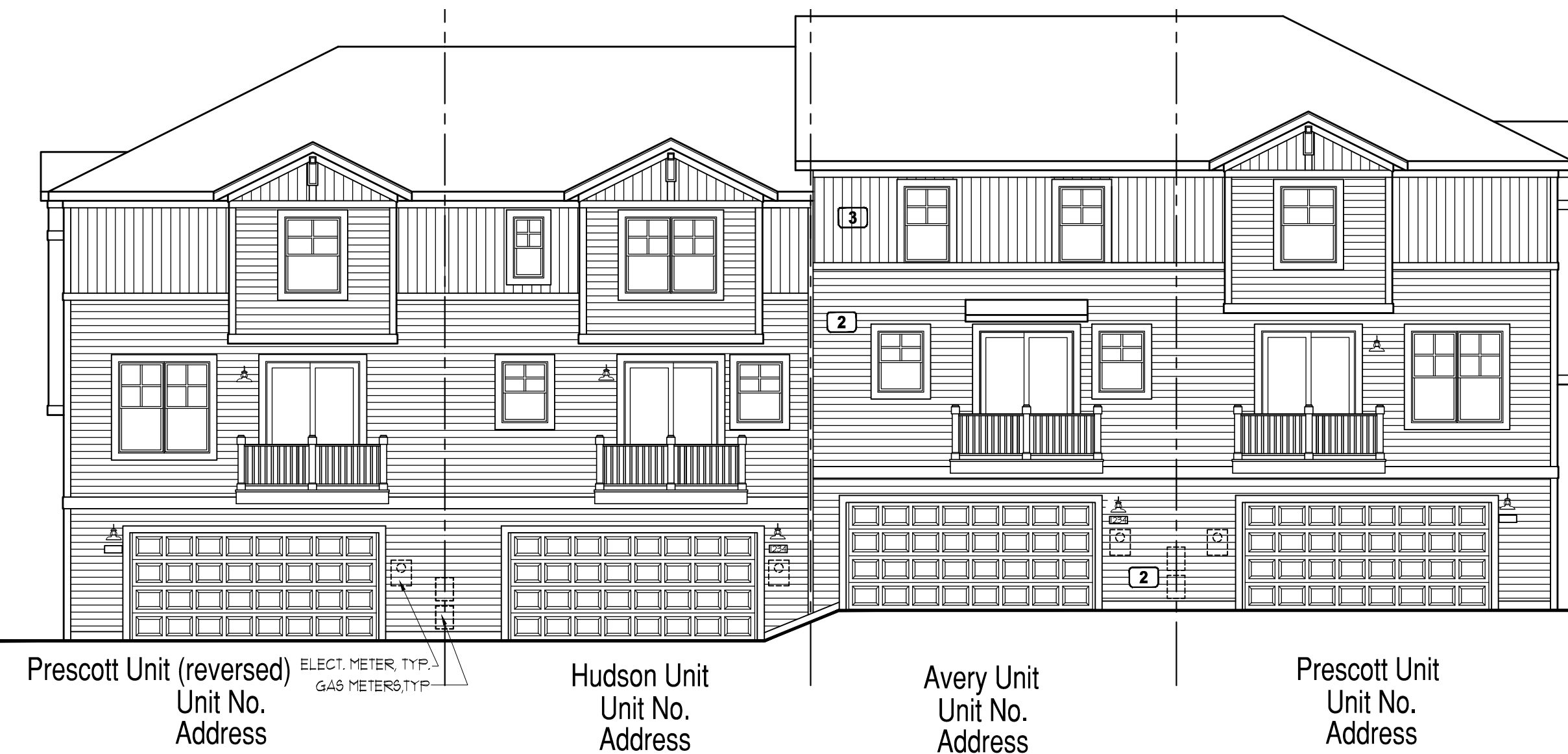
Rear Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



Right Elevation

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)



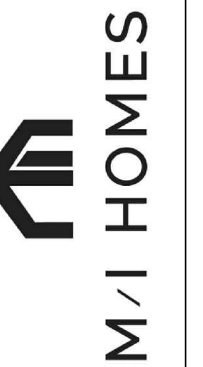
Rear Elevation-w/ Step

SCALE: 1/4"=1'-0" (22x34) 1/8"=1'-0" (11x17)

ISSUE DATE: 07-09-2018

REVISIONS

5354 Parkdale Dr. #100
St. Louis Park, MN 55416
786.586.7200
minneapolispermits@mlhomes.com



Four Unit Townhomes
Woodland Cove and Gateway at McKnight

3/11/2019

JOB NO: PROJ MGR:
DRAWN: BMM, KK CHECKED:
EXTERIOR ELEVATIONS

Allan Hunting

From: Ally Sutherland
Sent: Monday, February 22, 2021 3:19 PM
To: Allan Hunting; Heather Rand
Cc: Heather Botten; Kim Fox
Subject: FW: Web Streaming Issue Tonight

Hi All,

Here are the updates that Townsquare sent out about the PC meeting on 2/16, in case you want to share with City Council.

Ally

From: Ally Sutherland
Sent: Friday, February 19, 2021 9:48 AM
To: Heather Botten <hbotten@ighmn.gov>; Heather Rand <hrand@ighmn.gov>
Subject: FW: Web Streaming Issue Tonight

FYI in case you haven't seen this update yet

From: Dennis Rafferty <DRafferty@townsquare.tv>
Sent: Thursday, February 18, 2021 5:11 PM
To: Allan Hunting <ahunting@ighmn.gov>; Kim Fox <kfox@ighmn.gov>; Ally Sutherland <asutherland@ighmn.gov>
Cc: Joe Lynch <jlynch@ighmn.gov>; Granicus <Granicus@townsquare.tv>
Subject: RE: Web Streaming Issue Tonight

Hi Everyone,

My apologies for not sending this update to you yesterday.

Unfortunately, Granicus, our third party web streaming vendor, had a system-wide issue with live meetings not showing in Media Manager on Tuesday night. This was not just our facility that was having the problem, but other clients of theirs, as well. We were on the phone with them that night until well after the Planning Commission meeting ended and talked with them yesterday more. They have said that their Engineers have fixed the issue and we have done multiple tests on our end to confirm that things are working the way they are supposed to be, with LIVE meetings showing on our website. I am sorry for any issues or inconveniences this caused on Tuesday night.

Dennis Rafferty
NDC4 Government Programming Manager
651-352-6101 | drafferty@townsquare.tv | www.townsquare.tv
5845 Blaine Avenue, Inver Grove Heights, MN 55076

From: Dennis Rafferty
Sent: Tuesday, February 16, 2021 10:20 PM
To: ahunting@ighmn.gov; Kim Fox <kfox@ighmn.gov>; Ally Sutherland <asutherland@ighmn.gov>

Cc: Joe Lynch <jlynch@ighmn.gov>; Granicus <Granicus@townsquare.tv>

Subject: RE: Web Streaming Issue Tonight

We are still working with Granicus on the issue that they had but have been able to get the Archive of the meeting loaded for archive viewing. The link below should take you to the archive of the IGH Planning Commission meeting. I am sorry for any inconveniences that this caused.

<http://bit.ly/3ata7ZQ>

Dennis Rafferty

NDC4 Government Programming Manager

651-352-6101 | drafferty@townsquare.tv | www.townsquare.tv

5845 Blaine Avenue, Inver Grove Heights, MN 55076

From: Dennis Rafferty

Sent: Tuesday, February 16, 2021 7:28 PM

To: ahunting@ighmn.gov; Kim Fox <kfox@ighmn.gov>; Ally Sutherland <asutherland@ighmn.gov>

Cc: Joe Lynch <jlynch@ighmn.gov>; Granicus <Granicus@townsquare.tv>

Subject: Web Streaming Issue Tonight

Hi Allan, Kim, Ally, and Joe

Our third party streaming service, Granicus is currently having issues that is affecting the ability to stream tonight's meeting LIVE. From our Master Control operator talking to Granicus, this sounded like a system wide issue. We will try to keep you posted of more as we find out new information or if the LIVE stream ability is restored.

Dennis Rafferty

NDC4 Government Programming Manager

651-352-6101 | drafferty@townsquare.tv | www.townsquare.tv

5845 Blaine Avenue, Inver Grove Heights, MN 55076

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Ally Sutherland | Environmental Specialist

Tel: (651) 604-8511

City of Inver Grove Heights | 8150 Barbara Avenue | Inver Grove Heights | Minnesota | 55077

asutherland@ighmn.gov | www.ighmn.gov

From: [Colleen Sweeney](#)
To: [Kim Fox](#)
Subject: M/I HOMES - CASE NO. 21-06PUD
Date: Monday, February 15, 2021 10:28:33 AM

Good Morning Kim, Please pass this on to the Planning Commission.

Planning Commission,

This is a request to please rethink this proposal for the South Grove School location.

I grew up across from the school. I watched the building of the homes on 77th street and 78th street, the City Park, The Heights Superette and the Little Church. I lived in the communities success.

And then came Rolling Meadows. Families who moved in thrived at first, then it became what many called Rolling Ghettos. It brought in families who didn't care what our community stood for. It brought in drugs and gangs. Police were called continually. The family and friends I did know living there moved out due to the high levels of crime. Students from the South Grove area use to walk right up 78th street past the Meadows to get to Simley Jr and Sr High school. That became no longer safe. The hoods not on their way to school would hang out before and after classes to hassle us. The thugs would cut through what was once the beautiful little pond area to get to the Little Green Store to make drug deals. All of the families living up across from that path had to put up fences to keep the riffraff out. The little pond area became a garbage dump for the Meadows.

I believe this proposal will be the demise of this quiet, content little community. This planned monstrosity does not fit in the South Grove site with the small streets that cannot handle the increased traffic and the older sewer system that has not been updated in years. Work Force homes should be spread out around all of Inver Grove Heights not just in one small area.

I realize this proposal is more financial benefit for the city, not so much for the good of the community and it's citizens which is a real shame. Many families in the area didn't even get communications from the city regarding this proposal. This should be an open meeting for the public not just offered virtually. Use the new Auditorium at Simley High School. Easy enough to utilize COVID safe practices there for a gathering like this.

I hope the city planning committee has done its homework on what happens to developments and HOA's and it's communities like this proposal offers over time. I saw first hand with the HOA property I owned/lived in Phoenix. It was once beautiful, quiet, happy, little community. Now visiting 14 years later I see what it has become, it is no longer a place I would choose to live in because of the same problems exemplified above.

And another thought when reading this proposal was: Why this company and not a developer that is local? Keep the money in the state.

<https://independentamericancommunities.com/2016/09/14/developer-benefits-most-from-a-homeowners-association-hoa/>

Thank you for your time.

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From: kirby987@comcast.net
To: [Kim Fox](#)
Subject: Comments for Planning Commission Regarding M/I Homes Housing Project
Date: Friday, February 12, 2021 2:46:56 PM

January 12, 2021

My name is Kathleen Larsen and I live at 7623 Clayton
651-451-6996

The M/I Housing Project impacts me greatly. Please don't just scan my comments because of the length of this e-mail, because there is so much more that I deleted. Please take these comments seriously, because that is the whole point of my taking the time to write the following:

Why isn't there any transparency at City Hall when you are making deals that will have great impact on home owners and taxpayer's? We received a letter from M/I the first of January and a virtual meeting was held a week later. This is not enough time to do any research or investigation of the company, let alone taking care of other commitments already on the calendar.

I called someone at city hall and asked if the term being used for this development is "Work Force Housing" and he said yes. Isn't that just a new softer term used for Section 8 housing, so you don't scare people off? I also asked him how many families would be living in one town home or house, because I know this is what is happening and he said yes that is true.

Who is M/I homes? How many section 8 housing developments have they built? How did the city find this developer? How were they selected, did someone at city hall know them? Were any other companies involved? What kind of a deal did the city make with M/I to take this property off of the rolls? What benefits/tax breaks did the city have to give them? City Hall has made zoning changes in the past, what was given to M/I as a section 8 developer? At what cost to IGH taxpayers, especially to those who live directly in the South Grove project area. I live directly across the street from what were the front doors of the demolished South Grove School. The impact to me is going to be huge.

What impact will this have on my property value? Would you want this built across the street from your home? Why not? Why can't the City of IGH spread the **pain** around to the newer areas of IGH as well? We live under constant threat of the city staying on track and begging other "get rich quick groups" to come forward and play "let's make a deal" with someone else's life. This is the second developer to have made it this far, how many more to come. Get serious and work with contractors who will build something that makes sense. You are not only bringing upheaval to the home owners who already live here, but to those who would be forced to live in what could become a slum of the future, it has been proven to be a fact.

Challenges and disadvantaged of increased housing density:

Residents have little privacy, increased exposure to nuisances such as noise from neighboring housing units.

Parking is extremely limited due to more than one car to a unit.

Traffic increases in suburban zones, where public transit is limited.

High concentration of hard surfaces and shortage of green space makes it difficult to

manage storm water and prevent flood hazards.

What about congestion, traffic which impacts many, many blocks of those who use Clayton. What about the older sewer system in the area? What research has been done and where is that information specifically on the impact statement? It states in the letter it will be fine but define the word fine exactly? What will that do to the pond across the street? How about water drainage the Oaks already has a problem with drainage and standing water. So those who bought a home at the Oaks will now have to contend with something even worse because of this project? More than one family per home means more parking spaces for more cars per home. How about a police presence? Many teenagers could mean more crime will I be a crime statistic in IGH?

What are the rules for how many Section 8 housing projects can be in an area in the city? The only place section 8 seems to be built in IGH seems to be on Cahill and the South Grove area and now the city is looking at the Concord area as well. Where are the people you hired to bring new business development to IGH? Not much seems to be happening in new business, the only work being done is to find contractors for more and more section 8. What developer is going to build in a city that is not looking forward in a positive manner and having pride in IGH. There are way too many empty buildings in IGH and too many section 8 housing developments mean higher taxes for the taxpayer.

Will this section 8 housing development have Home Owner Association's involved and are all units under their rules? What are the benefits to the city with HOA versus private homes? Does the city get added taxes and does this benefit the developer in any way? Who pays the HOA fees?

NOTE: [developer-benefits-most-from-a-homeowners-association-hoa](#)

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**Request for Council Action**

TITLE: Consider Approval of a Minnesota Department of Natural Resources Outdoor Recreation Grant for Heritage Village Park

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Jon Oyanagi	Budget amendment requested	
Prepared by:	Jon Oyanagi	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Approve the submittal of a MN Outdoor Recreation Grant application for Heritage Village Park and approve the attached resolution as required by the grant.

SUMMARY:

The City has updated and adopted the Master Plan for Heritage Village Park in 2018. In 2019, Phase I was completed which included the off-leash dog parks and parking lot. In 2020, Phase II was initiated including additional parking, grading, utilities, open lawn, and trail. Phase III began in 2020 and will conclude in 2021 and includes a retaining wall, ornamental fence, and portions of a concrete railroad-themed walkway. Phase IV will include work for which the \$250,000 grant will help fund. Phase IV includes:

- Rest Room Building
- Sheltered Benches
- Landscaping
- Roundhouse-Style Picnic Pavilion

The total project is estimated to cost \$1.4 million. The balance of \$1.15 million is planned to come from the park dedication fund. Future phases will include additional trails, playground, parking, picnic pavilion, event areas and landscaping.

The Council approved hiring WSB, Inc. to assist with preparing the grant application at their December 14, 2020 meeting. The grant application is due by March 31st and recipients are notified in the summer/fall of 2021. Once a grant agreement is executed, we would have 2-years to complete any projects funded by the grant (anticipate spring of 2023). The grant requires a 1:1 non-state match. The Parks and Recreation Advisory Commission reviewed this at their February 10th meeting and is recommending approval.

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

RESOLUTION NO. 2021-71

**RESOLUTION SUPPORTING MN DNR OUTDOOR RECREATION GRANT
HERITAGE VILLAGE PARK IMPROVEMENTS**

BE IT RESOLVED that the City of Inver Grove Heights act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on March 31, 2021 and that Jon Oyanagi – Interim Parks & Recreation Director is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Inver Grove Heights.

BE IT FURTHER RESOLVED that the applicant has read the Conflict-of-Interest Policy contained in the Outdoor Recreation Grant Program Manual and certifies it will report any actual, potential, perceived or organizational conflicts of interest upon discovery to the related to the application or a grant award to the State.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not incurred any development costs described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Inver Grove Heights may enter into an agreement with the State for the above-referenced project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that Jon Oyanagi – Interim Parks & Recreation Director is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Inver Grove Heights on Monday, March 8, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

Consider a Resolution Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8, 2021	None	
Item Type:	Regular	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:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other	Special Assessments, Stormwater Utility Fund

PURPOSE/ACTION REQUESTED

Consider a Resolution Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

SUMMARY

This item is listed as a regular agenda item rather than consent to provide a brief overview of the project and funding strategies considered to provide Council some background prior to the anticipated assessment hearing that will take place in April, assuming the project moves forward.

On November 9, 2020, the City Council ordered a feasibility study and accepted an engineering services proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). Surveying, preliminary design, cost estimating, and a preliminary schedule were completed and incorporated in the feasibility study. Engineering staff with Barr engineering support completed the feasibility study which recommends a regional stormwater basin outlet and pipe reconstruction project (attached).

The total estimated project cost is \$336,293 with \$160,592 in estimated assessments for storm water improvements (48% of the storm costs), for City Project No. 2020-06. A multi-faceted funding package has been prepared in the feasibility report which includes the stormwater utility fund and special assessments.

A preliminary assessment roll has been prepared per City policy. Assessment amounts were calculated based on 50% of the estimated costs divided among properties based on the percentage of runoff volume from a 100-year rainfall event. The estimated assessment amounts range from \$0.01-\$0.18/square-foot of parcel area for storm water improvements. The estimated assessments are directly related to the area of impervious surface of each parcel which drains to the stormwater basin outlet.

Property owner input was requested by invitation to a virtual open house meeting on Microsoft Teams. All 6 affected property owners were invited by mailing. 3 participants representing 3 affected properties in attendance. Staff presented preliminary feasibility findings and the estimated assessments. One property owner who could not attend called staff and was provided information following the of the meeting. A copy of the presentation PowerPoint was made available to owners or representatives who responded to staff outreach. Feedback from the virtual open house and phone calls with staff is included in the feasibility report.

I recommend passage of the resolution receiving the feasibility report and scheduling the improvement hearing on April 12, 2021 for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

Atch: Resolution
Project Area Map
Feasibility Report

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

**RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING IMPROVEMENT HEARING
FOR CITY PROJECT NO. 2020-06 GOOD SAMARITAN POND (1301 50TH ST.)**

RESOLUTION NO. 2021-72

WHEREAS, On November 9, 2020, the City Council ordered a feasibility study and accepted an engineering services proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.); and

WHEREAS, a feasibility report has been prepared by staff and Barr for the Public Works Director with reference to City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

Project No. Improvements

2021-06	Trunk storm sewer and stormwater basin outlet improvements (removals, reinforced concrete pipe, control structure, manholes, riprap), erosion control, watermain offset, restoration (bituminous patching, aggregate base patching, spot curb replacement, topsoil, seeding) within public drainage and utility easement at the following location: 1301 50th Street, Inver Grove Heights, Dakota County Section 29 Township 28 Range 22, PID No. 200291051011.
---------	---

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

THAT: Said report is hereby received by the City Council of the City of Inver Grove Heights on March 8, 2021.

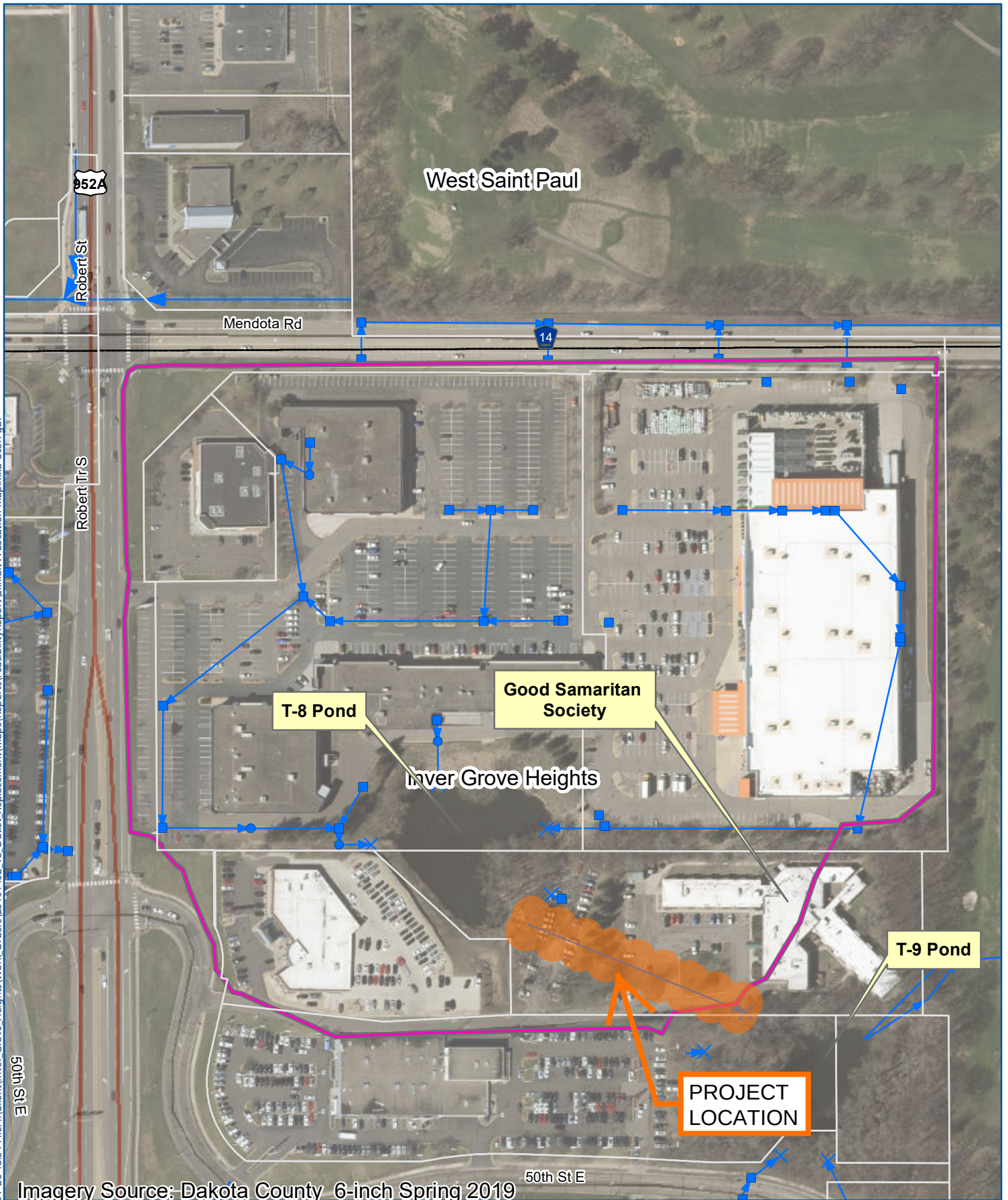
1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$336,293.
2. A public hearing will be held on such improvements at 7:00 p.m. on Monday, April 12, 2021 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.

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

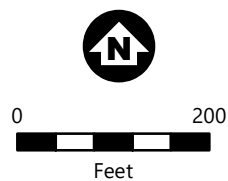
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



- Flared End
- Catch Basin
- Storm Sewer
- Parcels
- Contributing Area



LOCATION MAP
City Project 2020-06
Good Samaritan Pond
(1301 50th Street)

EXHIBIT A

INVER GROVE HEIGHTS, MN
CITY PROJECT NO. 2020-06
GOOD SAMARITAN POND (1301 50TH STREET)



CITY OF INVER GROVE HEIGHTS

CITY PROJECT 2020-06

GOOD SAMARITAN POND (1301 50TH STREET)

FEASIBILITY REPORT

I hereby certify that this feasibility report was prepared by me or under my direct supervision and I am a duly Registered Engineer under the laws of the State of Minnesota.

A handwritten signature in blue ink, reading "Jacob Moser", is positioned above a horizontal line. The signature is written in a cursive, flowing style.

Jacob Moser, P.E.
Registration No. 53088

February 2, 2021

FEASIBILITY REPORT

Location

Southeast of the intersection of South Robert Trail and Mendota Road.

1301 50th Street, Inver Grove Heights

Refer to Location Map in Exhibit A.

Improvement

Trunk storm sewer and stormwater basin outlet improvements (removals, reinforced concrete pipe, control structure, manholes, riprap), erosion control, watermain offset, restoration (bituminous patching, aggregate base patching, spot curb replacement, topsoil, seeding).

Initiation

This project is City Council initiated. The Feasibility Report was ordered by City Council on November 9, 2020 (Resolution No. 2020-244).

Parcels Affected

The project affects six (6) parcels and public Right-of-Way.

Refer to Assessment Map in Appendix A.

The proposed project site is located on one (1) privately owned parcel and a city stormwater utility easement.

Issues

Existing Conditions

The proposed project is in the Highway 110/494 drainage basin of the City. Approximately 25 acres of mostly impervious commercial land use contribute to storm sewer that discharges to the existing T-8 stormwater pond.

The project site is shown in Exhibit B. The T-8 pond discharges through an existing concrete weir structure and 24-inch diameter corrugated metal pipe (CMP) storm sewer, which discharges to the T-9 pond located to the southeast (Exhibit B). Most of the existing pipe lies beneath two parking lots and an access road owned by the Good Samaritan Society-Inver Grove Heights rehabilitation and outpatient care facility located at 1301 East 50th Street. One parking lot, the "lower" parking lot, is adjacent to the T-8 pond. The other parking lot, the "upper" parking lot, lies to the east and serves as the primary parking lot and access point for the Good Samaritan Society facility.

The existing pipe is failing, causing sinkhole formation near the pipe outlet adjacent to the main parking lot (Exhibit C). Public works maintenance staff has performed several emergency repairs to temporarily fill surface sinkholes due to the suspected subsurface washout caused by the failing pipe. City staff have inspected the existing pipe and determined that it needs to be replaced. In addition, the existing concrete weir structure and pipe inlet is prone to plugging, which can cause inundation of the lower parking lot.

Engineering Review

Barr Engineering Co. completed a hydrologic and hydraulic study (H&H) of the contributing area and the pond system in 2020. The study recommended replacing the existing concrete pond outlet structure and the 24-inc diameter CMP with a new concrete outlet control structure and a 48-inch diameter reinforced concrete pipe (RCP). The proposed outlet control structure would be designed to reduce the occurrence of plugging, and the larger pipe would reduce the 100-year high-water elevation of the T-8 pond by approximately 1.5 feet, resulting in a reduction of the frequency and depth of inundation in the lower parking lot on Good Samaritan property. The H&H study, attached as Appendix B, includes full details about the upstream and downstream impacts of the replacement project.

Project Recommendation

Staff recommends removal of the existing weir structure and CMP storm sewer, and construction of the proposed outlet structure and RCP storm sewer.

Existing trees near the upstream and downstream ends of the proposed storm sewer will be removed. The existing concrete weir outlet structure will be removed, and a new outlet control structure will be installed at the T-8 pond. The existing CMP storm sewer will be removed, and a new RCP storm sewer will be constructed by open trenching. Riprap will be installed at the storm sewer outlet to prevent erosion during intense rain events.

Right-Of-Way

The existing business access road and East 50th Street right-of-way are adequate for construction access for the proposed improvements and long-term operation and maintenance access.

Easements

The City secured a permanent stormwater utility easement over the existing storm sewer alignment in May 1987. The existing permanent City stormwater utility easement will be used for the project. The proposed pipe will follow the existing easement alignment.

Temporary construction easements will be further reviewed with final design. It is expected that the Good Samaritan property owners will provide temporary easements to allow the work.

Public Involvement

Virtual Open House

A virtual open house was held on February 25, 2021. Affected property owners and impacted businesses were invited to participate.

Three (3) property owners or managers attended, representing three (3) properties:

- Inver Grove Volkswagen (Business Manager)
- Good Samaritan Society (Owner)
- South Ridge Shopping Center (Fine Associates, Property Owner)

Feedback from the open house is summarized below:

- Good Samaritan Society and Inver Grove Volkswagen management are in support of the project and asked for further details about construction impacts and schedule.
 - Staff explained that further information and coordination concerning construction impacts will be addressed with final design and coordination with contractor.

Submitted Comments from Property Owners

Engineering staff was contacted by representatives from the property owner of Home Depot, Forman Reality Management, LLC, who were not able to attend the virtual open house. Staff provided the owner the presentation and summary of project from the open house.

Comments from the property owner is summarized below:

- Forman Reality questioned the allocation of assessment amount because the proposed assessment is highest on the roll. They also questioned the benefit of their property would receive from the improvement proposed to the pond outlet. Staff explained:
 - The assessment is based on contributing stormwater runoff volume.
 - The alternative to funding with assessments is a special taxing district which would be proposed to be taxed by similar calculation based on stormwater runoff.
 - The proposed funding of 50% from the Stormwater Utility Fund was a proposed compromise to offset the burden of the assessments.

Coordination with Private Property Owners

Public works staff has been in corresponding with management at Good Samaritan, concerning sinkholes since spring of 2019. Staff has discussed construction access requirements and preliminary project schedules with management at Good Samaritan.

The Good Samaritan Society has informed City staff of their intention to reconstruct the upper parking lot, where the existing bituminous pavement is aging and in poor condition. The failing parking lot pavement is not known to be associated with the failing CMP storm sewer. The Good Samaritan Society currently leases the lower parking lot to a neighboring business.

Schedule

A recommended project schedule is shown in the table below.

<i>Preliminary Schedule</i>	
Neighborhood Open House Meeting (Feasibility)	February 25, 2021
CITY COUNCIL: Receive Feasibility & Schedule Improvement Hearing	March 8, 2021
Neighborhood Info Meeting #1 (Improvement Hearing)	April 1, 2021
CITY COUNCIL: Public Improvement Hearing	April 12, 2021
CITY COUNCIL: Approve Plans & Authorize Bidding	April 26, 2021
Bid Opening	June 2, 2021
CITY COUNCIL: Accept Bids and Schedule Assessment Hearing	June 14, 2021
Neighborhood Info Meeting #2 (Assessment Hearing)	July 1, 2021
CITY COUNCIL: Public Assessment Hearing & Award Project	July 12, 2020
Construction Begins	August 13, 2021
Substantial Completion	October 1, 2021
Final Completion	July 1, 2022

Project Costs

A summary of estimated project costs is shown in the table below. Refer to Appendix A for an itemized Opinion of Probable Cost of construction.

<i>Project Cost Summary Table</i>		
ESTIMATED COSTS	ESTIMATED AMOUNT	% TOTAL
CONSTRUCTION	\$262,729	78%
CONSTRUCTION CONTINGENCY Expenses, Construction Surveying & Testing (10% of Construction Cost)	\$26,272	8%
LEAF Legal, Engineering, Administrative, Finance, Fiscal (18% of Construction Cost)	\$47,291	14%
TOTAL PROJECT COST	\$336,293	100%

Funding

The project will be funded from special assessments, and the Stormwater Utility Fund.

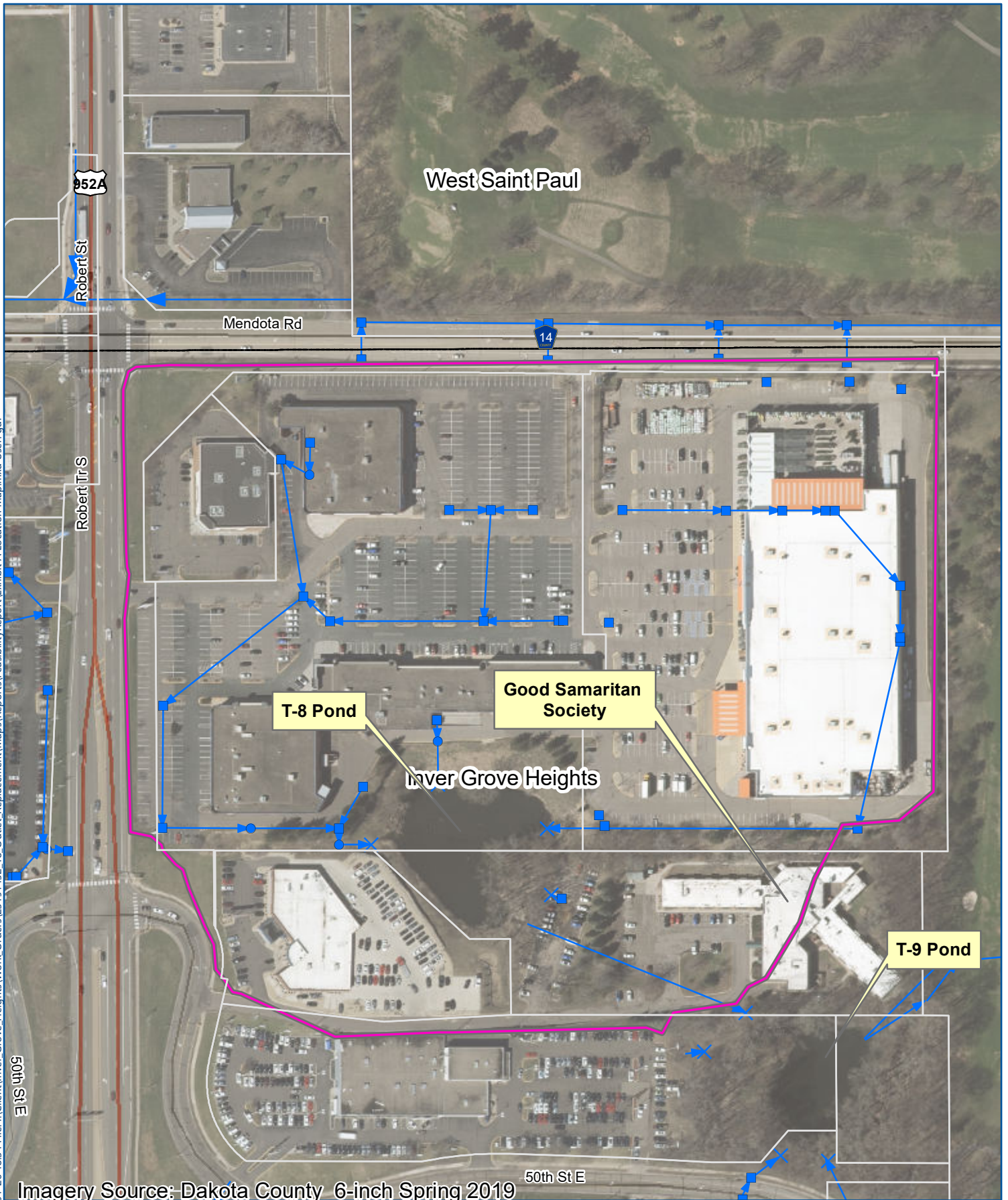
Staff recommend funding for the City portion of the cost consists of at least 50% of the assessable project cost. The preliminary proposed assessments are based on 50% of the estimated project costs being divided among properties based on the percentage of runoff volume from an Atlas-14 100-year rainfall event. Approximately 4% of the contributing runoff is from public right-of-way, which is not assessable. The Stormwater Utility Fund contribution has been increased to provide additional funding that would have been realized if the right-of-way was a tax parcel.

<i>Project Funding Summary Table</i>		
ESTIMATED COSTS	ESTIMATED AMOUNT	% TOTAL
SPECIAL ASSESSMENTS	\$160,592	48%
STORMWATER UTILITY FUND	\$175,701	52%
TOTAL PROJECT FUNDING	\$336,293	100%

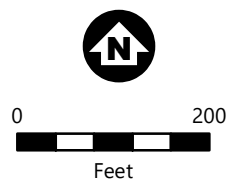
Refer to Appendix A for the preliminary assessment roll.

Feasibility

The improvement project as proposed is necessary and technically feasible. The project, and project elements, should be implemented as proposed in this study. The improvements, once completed, will benefit the watershed served.



- Flared End
- Catch Basin
- Storm Sewer
- Parcels
- Contributing Area



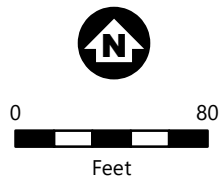
LOCATION MAP
City Project 2020-06
Good Samaritan Pond
(1301 50th Street)

EXHIBIT A

Barr Footer: ArcGIS 10.7.1, 2021-01-08 14:12 File: \\Client\\Inver Grove Heights\\Work Orders\\23191452_TB_Outlet_Replacement\\Maps\\Reports\\Feasibility\\Report\\Exhibit B T-8 Outlet Project Site.mxd User: gdf



- ✕ Flared End
- Catch Basin
- ➔ Storm Sewer
- Parcels



PROJECT SITE
City Project 2020-06
Good Samaritan Pond
(1301 50th Street)
EXHIBIT B

EXHIBIT C T-8 Pond Outlet Site Photos



T-8 Pond outlet structure weir



T-8 Pond pipe inlet (partly blocked)



Sinkhole above storm sewer pipe, near southeast corner of upper parking lot

APPENDIX A
ENGINEER'S OPINION OF PROBABLE COST (OPC)
PRELIMINARY ASSESSMENT MAP
PRELIMINARY ASSESSMENT ROLL

CITY PROJECT 2020-06
GOOD SAMARITAN POND (1301 50TH STREET)

City of Inver Grove Heights
T-8 Pond
Engineer's Opinion of Probable Cost (OPC)
1/08/2021 DRAFT FOR REVIEW

DRAFT

		Item Description	Unit	Estimated Quantity ²	Unit Price ³	Extension
1	2021.501	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000
2	2105.601	DEWATERING (AND CONTROL OF WATER)	LS	1	\$ 25,000.00	\$ 25,000
3	2563.601	TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500
4	2573.535	STABILIZED CONSTRUCTION EXIT (ROCK CONSTRUCTION ENTRANCE)	LS	1	\$ 2,000.00	\$ 2,000
5	2573.533	SEDIMENT CONTROL LOG	LF	100	\$ 8.00	\$ 800
6	2573.502	SILT FENCE, TYPE MS	LF	100	\$ 1.50	\$ 150
7	---	REMOVE EXISTING CONCRETE WEIR OUTLET	LS	1	\$ 5,000.00	\$ 5,000
8	2101.511	CLEARING AND GRUBBING (DENSE)	LS	1	\$ 5,000.00	\$ 5,000
9	2105.525	COMMON TOPSOIL BORROW (ON-SITE) (EV)	CY	100	\$ 6.00	\$ 600
10	2105.607	HAUL EXCESS MATERIAL (DISPOSE OFFSITE AT LOCATION DETERMINED BY CONTRACTOR) (P) (EV)	CY	100	\$ 10.00	\$ 1,000
11	2105.601	SITE GRADING	LS	1	\$ 10,000.00	\$ 10,000
12	2511.502	RANDOM RIPRAP CLASS III	TON	60	\$ 60.00	\$ 3,600
13	2105.604	GEOTEXTILE FABRIC, TYPE III (P)	SY	80	\$ 4.00	\$ 320
14	2451.603	GRANULAR BEDDING (AT 60" DIA. STORM SEWER) (P)	LF	16	\$ 18.00	\$ 288
15	2451.603	GRANULAR BEDDING (AT 48" DIA. STORM SEWER) (P)	LF	403	\$ 8.00	\$ 3,224
16	---	SAW CUT CURB AND GUTTER AND BITUMINOUS PAVEMENT	LF	261	\$ 2.00	\$ 522
17	---	REMOVE CURB AND GUTTER	LF	155	\$ 5.00	\$ 775
18	---	INSTALL CURB AND GUTTER	LF	155	\$ 25.00	\$ 3,875
19	---	REMOVAL AND REPLACEMENT OF BITUMINOUS PAVEMENT	SY	706	\$ 60.00	\$ 42,360
20	---	REMOVE 24" CM FES	EA	1	\$ 265.00	\$ 265
21	---	REMOVE SEWER PIPE (STORM) (24" CMP)	LF	390	\$ 20.00	\$ 7,800
22	---	REMOVE CONCRETE FLUME	SY	30	\$ 90.00	\$ 2,700
23	---	SAND OR SOIL BACKFILL AFTER CONCRETE WEIR AND FLUME REMOVAL	CY	50	\$ 12.00	\$ 600
24	---	REMOVE CONCRETE WEIR	EA	1	\$ 1,250.00	\$ 1,250
25	2104.501	REMOVE SEWER PIPE (STORM) (60" RCP) (P)	LF	24	\$ 200.00	\$ 4,800
26	2506.602	DRAINAGE STRUCTURE DESIGN SPECIAL STR01 (72" DIA. PRECAST OUTLET CONTROL STRUCTURE, COMPLETE)	EA	1	\$ 8,000.00	\$ 8,000
27	2506.602	DRAINAGE STRUCTURE DESIGN SPECIAL STR02 (72" DIA. PRECAST CONCRETE MANHOLE WITH SUMP, COMPLETE)	EA	1	\$ 10,000.00	\$ 10,000
28	2501.511	24" RC PIPE CULVERT CLASS IV (P)	LF	26	\$ 50.00	\$ 1,300
29	2501.511	48" RC PIPE CULVERT CLASS IV (P)	LF	382	\$ 175.00	\$ 66,850
30	2501.515	24" RC PIPE APRON		1	\$ 1,200.00	\$ 1,200
31	2501.515	48" RC PIPE APRON	EA	1	\$ 2,000.00	\$ 2,000
32	---	OFFSET WATER MAIN BELOW STORM SEWER	LS	1	\$ 30,000.00	\$ 30,000
33	2575.523	EROSION CONTROL BLANKET	SY	100	\$ 2.00	\$ 200
34	2575.501	SEEDING (MNDOT 21-111 OATS COVER CROP)	ACRE	0.5	\$ 1,500.00	\$ 750
35	2575.501	SEEDING (MNDOT 22-111 TWO-YEAR STABILIZATION)	ACRE	0.5	\$ 2,500.00	\$ 1,250
36	2575.501	SEEDING (MIX 25-121 SANDY GENERAL ROADSIDE)	ACRE	0.5	\$ 2,500.00	\$ 1,250
37	2575.605	MULCH MATERIAL TYPE 1 (STRAW)	ACRE	0.5	\$ 1,000.00	\$ 500
Estimated Total Opinion of Probable Construction Cost^{1 2 3 4 5}						\$ 262,729
Contingency (10%)⁶						\$ 26,273
Total^{1 2 3 4 5 6}						\$ 289,002

Notes

¹ Design Work Completed (30%).

² Quantities Based on Design Work Completed.

³ Unit Prices Based on Information Available at This Time.

⁴ Limited Soil Boring and Field Investigation Information Available.

⁵ Based on Preliminary Project Alignment Definition.

⁶ This Engineer's OPC (Class 4, 30% design completion per ASTM E 2516-11) cost estimate is based on detailed designs, alignments, quantities and unit prices. Costs may change during construction. The estimated accuracy range for the Total Project Cost as the project is defined is -30% to +30%. The accuracy range is based on professional judgement considering the level of design completed, the complexity of the project and the uncertainties in the project as scoped. Operation and Maintenance costs are not included.

Mendota Road

Robert Trail

1

2

3

Pond T-09-02

4

5

6

50th Street E.



07/02/2020

City Project No. 2020-06
Good Samaritan Pond (1301 50th St) - Outlet Pipe Replacement
Preliminary Assessment Map

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

CITY PROJECT NO. 2020-06 - GOOD SAMARITAN POND (1301 50TH STREET)

PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	SITE ADDRESS	SITE STREET NAME	COMPANY NAME	% RUNOFF VOLUME FROM 100-YEAR EVENT	PRELIMINARY PROPOSED ASSESSMENT	ASSESSMENT PER SQFT OF PARCEL AREA
1	202650001010	COMMERCIAL	IGH LLC	4560	ROBERT TRL S	WALGREENS	4%	\$7,113.14	\$0.15
2	204480001020	COMMERCIAL	ROEN REAL ESTATE HOLDINGS LLC	1325	50TH ST E	INVER GROVE VW	1%	\$1,642.92	\$0.01
3	203340001010	COMMERCIAL	PAF 2006 FERRY LLC	1300	MENDOTA RD E	HOME DEPOT	46%	\$76,705.72	\$0.18
4	204480001010	COMMERCIAL	J & R INVER GROVE HEIGHTS LLC	4700	ROBERT TRL S	LAMETTRY'S COLLISION CENTER	3%	\$5,590.35	\$0.06
5	200291051011	COMMERCIAL	GOOD SAMARITAN SOCIETY - IGH	1301	50TH ST E	INVER GROVE CARE CENTER	7%	\$12,417.68	\$0.07
6	203340001020	COMMERCIAL	VANSOUTH LTD PTNSHP	1322	MENDOTA RD E	SOUTHRIDGE SHOPPING CENTER	34%	\$57,122.35	\$0.13
NA	NA	CITY/ROW	CITY OF INVER GROVE HEIGHTS	NA	50TH ST/HWY 3	CITY OF INVER GROVE HEIGHTS	4%		NA
							100%	\$160,592.16	

APPENDIX B

Barr Engineering Co. Technical Memorandum

CITY PROJECT 2020-06

GOOD SAMARITAN POND (1301 50TH STREET)

Technical Memorandum

To: Tom Kaldunski, PE, Mike Edwards, and Jacob Moser
From: Greg Fransen and Karen Chandler
Subject: Good Samaritan Society Ponds H & H Study
Date: October 20, 2020
Project: 23190328.19-PROJ-059

This memorandum summarizes Barr Engineering's (Barr) study of the existing and future conditions hydrology and storm sewer hydraulic design for two ponds adjacent to the Good Samaritan Society nursing home facility located at 1301 50th Street East, in Inver Grove Heights. The City of Inver Grove Heights (City) requested that Barr perform this study to support a future project to repair or replace a storm sewer system connecting the two ponds.

Study Area Description

The 32.7-acre study area lies within the Highway 110-494 drainage area of Inver Grove Heights, southeast of the intersection of South Robert Trail and Mendota Road East, and west of Stark Lake and the southern portion of the Southview Country Club golf course. The study area is mostly highly impervious commercial property, including large parking areas associated with car dealerships, retail businesses, and the nursing home. Figure 1 shows the study area and its storm sewer network.

Approximately 25.1 acres (77 percent) of the study area drains overland or through private storm sewer utilities to the pond in subwatershed T-09-02, located centrally within the study area. The remaining 7.6 acres, including a portion of the 50th Street East storm sewer system, drains to the pond in subwatershed T-09-01, located in the eastern portion of the study area. The T-09-02 pond discharges to the T-09-01 pond through a storm sewer pipe located within a City easement across the Good Samaritan Society property.

Older commercial properties within the study area are not equipped with stormwater treatment facilities. As redevelopment has occurred, the City has required property owners to construct stormwater best management practices (BMPs) such as underground infiltration facilities beneath redeveloped parking areas. However, at present the two ponds provide the majority of water quality treatment and rate control before stormwater is discharged to Stark Lake.

Existing Storm Sewer System

The T-09-02 pond outlet is a 24-inch diameter reinforced concrete pipe (RCP) approximately 366 feet in length with a flared end inlet at invert elevation 967.0 and a flared end outlet at invert elevation 963.0 (pipe slope = 1.175%). The T-09-02 pond is surrounded by high, steep banks and retaining walls at least 15 feet above the normal water level to the east, north, west, and southwest. However, the Good

Samaritan Society property adjacent to the southeast part of the T-09-02 pond is at a much lower elevation and has been impacted by flooding in the past. Table 1 summarizes flooding impacts to the Good Samaritan property for various pond elevations.

Table 1 Flooding Impact Summary for T-09-02 Pond

Pond Elevation (NAVD88)	Impacts	Maximum Flooding Depth on Good Samaritan Property (ft)
967.0	None – Normal Water Elevation	N/A
971.3	Water backs up through catch basin and impacts Good Samaritan Society lower parking lot	0.1
972.0	Water overtops bank next to Good Samaritan Society lower parking lot	0.8
973.5	Water begins to impact Good Samaritan Society upper parking lot	2.3
974.6	Water overtops driveway to Good Samaritan Society upper parking lot and flows into T-09-01 Pond, lower parking lot completely inundated	3.4

The T-09-01 outlet is a screened drop inlet structure at approximately elevation 960 that discharges through an 8-inch diameter PVC pipe to a catch basin structure located on golf course property. A 15-inch diameter HDPE pipe conveys stormwater from the golf course catch basin to Stark Lake. The T-09-01 pond would overflow at its northeast corner at approximately elevation 965.5 and would discharge overland to the golf course. Based on conversations with City staff Barr understands that this overflow location is a natural low point, not a reinforced emergency overflow (EOF). Because the pond overflow elevation is 2.5 feet higher than the 24-inch diameter inlet pipe invert, the inlet pipe can become submerged, but the pipe discharge rate will not be significantly reduced due to the higher water elevation of the T-09-02 pond.

During 2019, City Maintenance Department workers inspected the existing 24-inch diameter RCP under the Good Samaritan property and determined that it was in disrepair and that significant erosion had occurred near the outlet. City staff have also documented that the flared end inlet at the T-09-02 Pond is prone to frequent clogging by debris.

Due to the existing issues with the drainage system, the City identified a need for a storm sewer design that would:

- 1) Reduce inlet clogging at the T-09-02 Pond
- 2) Reduce outlet velocity to below 5 feet per second (fps) to reduce erosion in the T-09-01 Pond

- 3) Control the water elevation on the TP-09-02 pond so that neighboring businesses are not impacted by the 100-year, 24-hour Atlas 14 rainfall event (7.43 inches)

Hydrologic and Hydraulic Modeling Updates

Barr used the Highway 110-494 Drainage Basin XP-SWMM model to evaluate the existing conditions hydrology for the study area and the hydraulic performance of the existing storm sewer system. Barr subdivided watersheds and added storm sewer detail to account for underground infiltration facilities, updated storm sewer alignments, and recent survey data provided by City staff. Barr created a subwatershed divide to delineate the area of the Good Samaritan Society property that is expected to be redeveloped and retrofitted for partial stormwater treatment during 2021. Barr updated impervious surface coverage within the study area based on recent aerial photography and recalculated storage curves for ponds based on DNR LiDAR data. Figure 1 shows the existing conditions subwatersheds and storm sewer utilities.

Alternatives Analysis

Barr performed an alternatives analysis to evaluate potential outlet configurations and pipe sizes for the storm sewer pipe connecting the two ponds. Barr did not model future changes to the impervious surface percentage; due to the existing high impervious surface coverage, Barr assumed that future redevelopment would result in impervious surface coverage remaining the same or possibly decreasing. Therefore, the existing conditions hydrology is conservative because it maximizes the potential runoff volume for the study area.

Barr modeled a conceptual design for a 6-foot diameter skimmer outlet control structure (OCS) for the T-09-02 Pond with a submerged inlet pipe to reduce clogging and a grated top with a rim at elevation 970.0 to provide additional conveyance at high water elevations. Barr modeled the inlet invert elevation of the OCS outlet pipe at 965.0 and an internal weir wall at 967.0 to maintain the existing pond normal water elevation. Two future structures were modeled along the storm sewer pipe. One structure was modeled as a manhole located on the west side of the upper parking lot that would be connected to a future parking lot drainage/infiltration system. The second structure was modeled as a drop structure located about 50 feet from the T-09-01 Pond that would serve as an energy dissipation structure.

Barr simulated three alternatives for comparison to existing conditions:

- Alternative 1 included a 48-inch diameter trunk storm sewer pipe between the T-09-02 OCS and the drop structure, and a 60-inch diameter storm sewer pipe between the drop structure and the T-09-01 Pond. The portion of the parking lot to be redeveloped was modeled as contributing to the manhole on the west side of the parking lot, while the remainder of the parking lot and building area was modeled as contributing to the T-09-02 Pond, as in the existing conditions (Figure 2).
- Alternative 2 included the same 48-inch diameter trunk storm sewer configuration as Alternative 1. However, both the upper and lower parking lots and the western building areas were modeled

as contributing to the manhole on the west side of the parking lot. To accomplish this, the existing pipe connecting the lower parking lot catch basin to the T-09-02 Pond would need to be removed and a new pipe would be constructed to drain to the proposed manhole structure (Figure 3).

- Alternative 3 simulated a similar storm sewer pipe configuration as Alternative 2, except that the trunk storm sewer was reduced in size to a 36-inch diameter pipe with a 48-inch diameter pipe downstream of the drop structure, and a berm between the T-09-02 Pond and the lower parking lot was simulated (Figure 4).

Table 2 summarizes results of the alternatives analysis.

Table 2 Alternatives Analysis Summary for 100-year, 24-hour Atlas 14 Design Event

Simulation	T-09-02 Pond HWL (NAVD 88)	T-09-02 Pond Peak Discharge Rate (cfs)	T-09-01 Pond Peak Inlet Velocity (fps)	T-09-01 Pond HWL (NAVD 88)	T-09-01 Pond Peak Overflow Discharge Rate (cfs)
Existing	973.5	28.6	9.0	965.9	33.4
Alternative 1	971.9	82.6	4.0	966.1	73.2
Alternative 2	971.4	81.1	4.3	966.1	79.1
Alternative 3	972.1	52.8	4.6	966.0	47.7

Conclusions and Recommendations for Further Study

The 100-year, 24-hour simulations predicted that all three alternatives would meet the peak velocity criterion (< 5 fps) at the outlet to the T-09-01 Pond.

Under Alternative 1, the model predicted approximately 0.6 feet of inundation on the lower parking lot and a peak discharge rate at the T-09-01 Pond EOF to the golf course of 73 cfs – more than twice the existing EOF discharge rate. This result is expected because increasing the conveyance between the ponds results in less storage in the T-09-02 Pond.

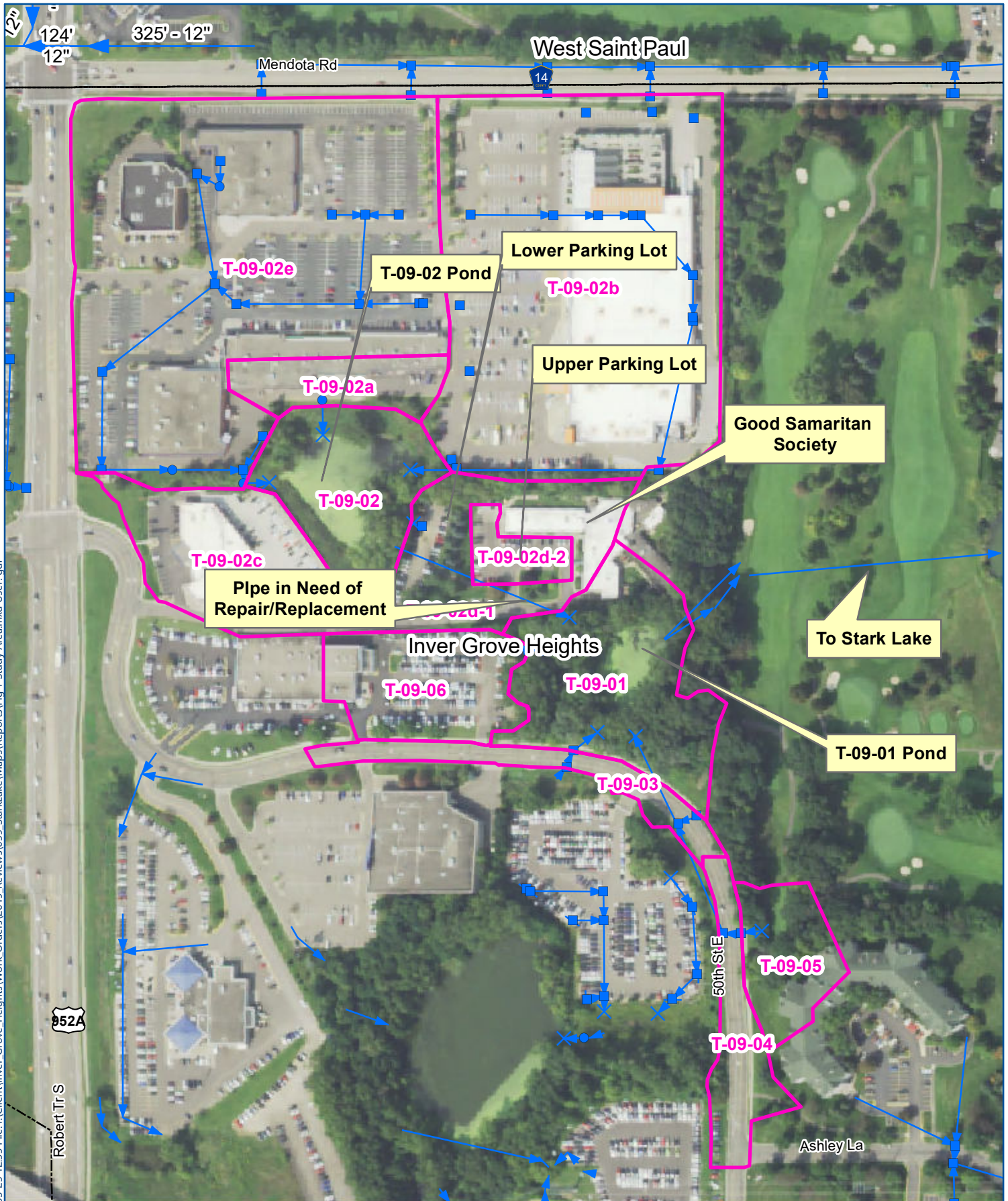
Under Alternative 2, the model predicted only 0.1 feet of inundation on the lower parking lot but an even higher peak EOF discharge rate of 79.1 cfs. This is the result of rerouting runoff from a larger portion of the Good Samaritan Society property directly to the T-09-01 Pond.

Alternative 3 would require construction of a berm or floodwall approximately 120 feet long and 1 foot high with a top elevation of 973.1 between the T-09-02 Pond and the lower parking lot to maintain 1 foot of freeboard above the 100-year HWL. The lower parking lot is kept dry while the T-09-01 Pond EOF discharge rate is increased by approximately 30% compared to the existing conditions.

To: Tom Kaldunski, PE, Mike Edwards, and Jacob Moser
From: Greg Fransen and Karen Chandler
Subject: Good Samaritan Society Ponds H & H Study
Date: October 20, 2020
Page: 5

Future work to improve the performance of the pond system might include modifications to the T-09-01 Pond, such as:

- raising the overflow elevation to provide additional peak flow attenuation and residence time for water quality benefits
- creating a reinforced EOF to protect against erosion, and
- improving the OCS and the downstream pipe conveyance to Stark Lake to decrease the surface overflow discharge rate and flow volume.

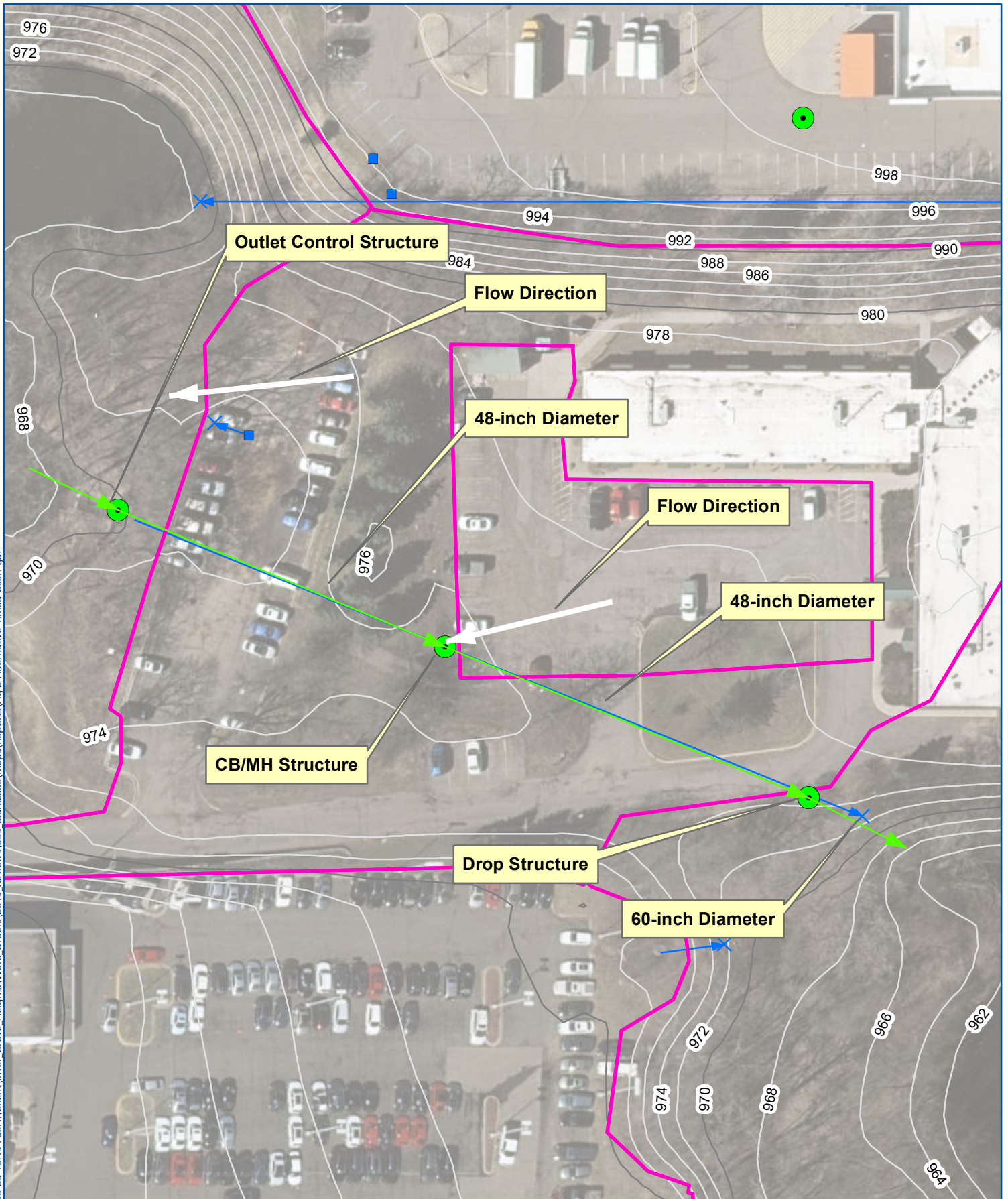


- ✕ Flared End
- Catch Basin
- Storm Sewer
- Study Area Subwatersheds

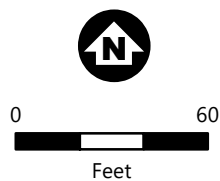


0 250
Feet

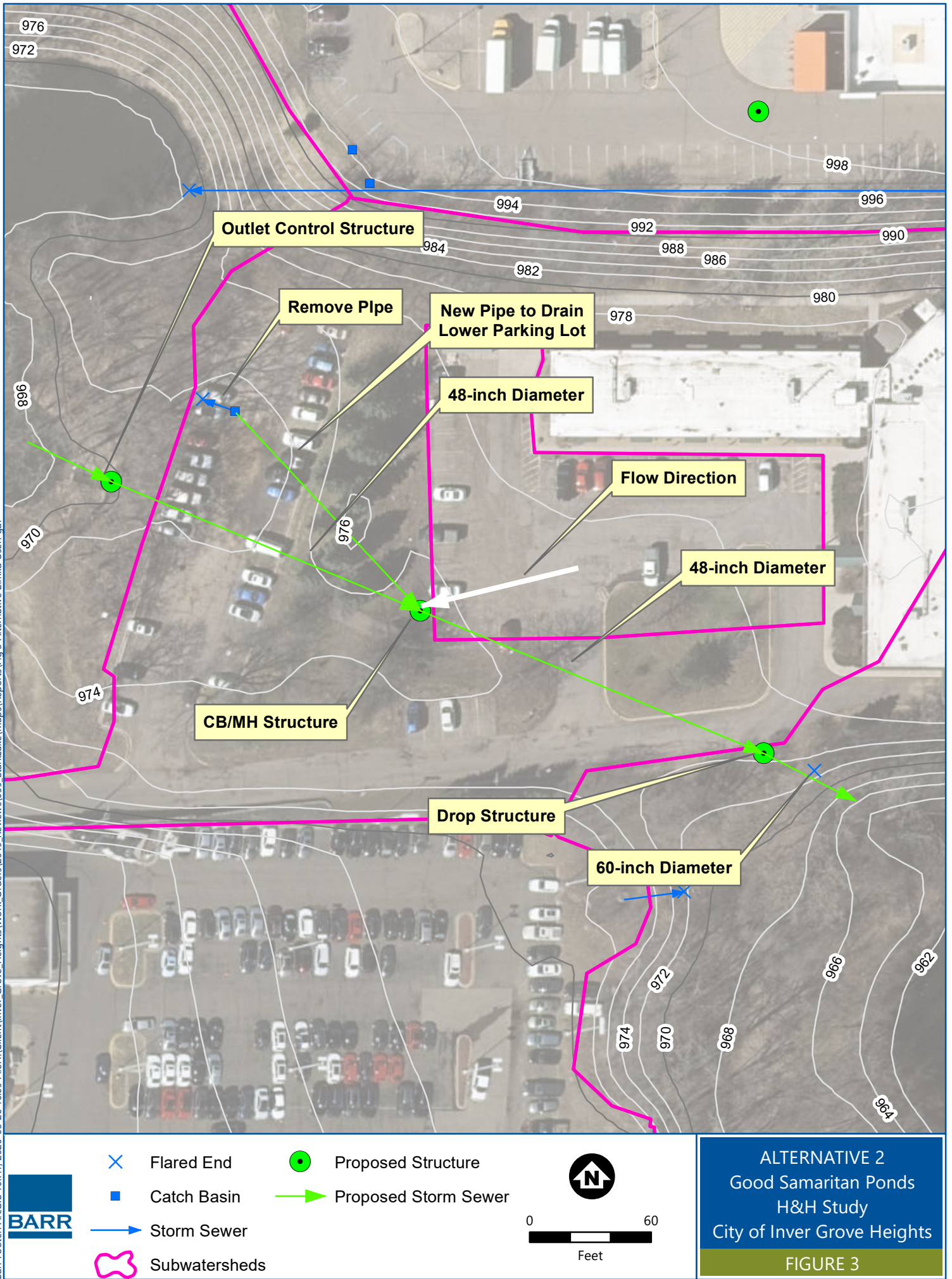
PROJECT AREA
Good Samaritan Ponds
H&H Study
City of Inver Grove Heights
FIGURE 1



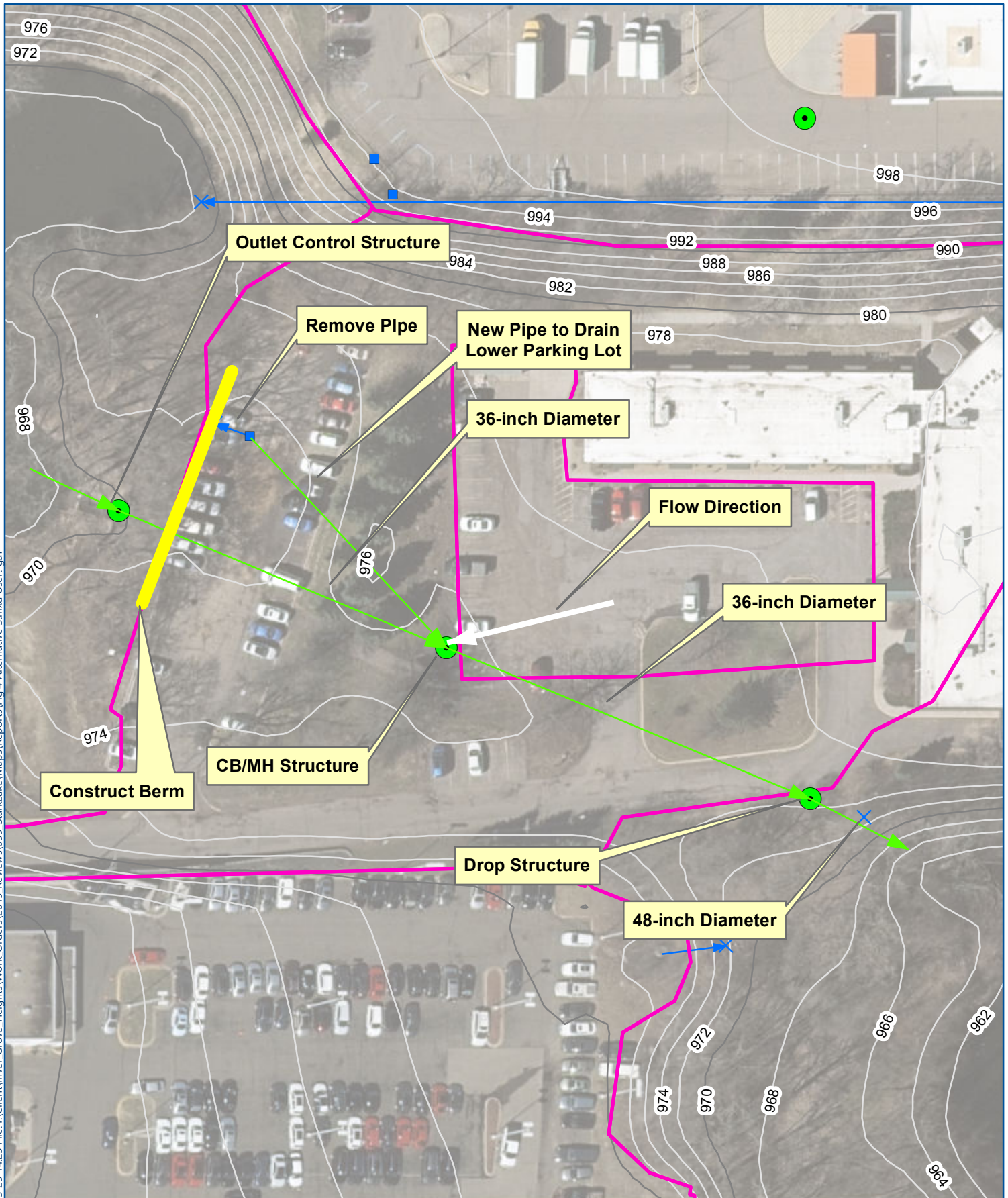
-  Flared End
-  Catch Basin
-  Storm Sewer
-  Subwatersheds
-  Proposed Structure
-  Proposed Storm Sewer



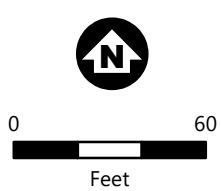
ALTERNATIVE 1
Good Samaritan Ponds
H&H Study
City of Inver Grove Heights
FIGURE 2



Barr Footer: ArcGIS 10.7.1, 2020-03-25 14:23 File: I:\Client\Inver Grove Heights\Work Orders\2019 Reviews\059 Stark Lake\Map Reports\Fig 4 Alternative 3.mxd User: gdf



- | | | | |
|---|---------------|---|----------------------|
|  | Flared End |  | Proposed Structure |
|  | Catch Basin |  | Proposed Storm Sewer |
|  | Storm Sewer | | |
|  | Subwatersheds | | |



ALTERNATIVE 3
Good Samaritan Ponds
H&H Study
City of Inver Grove Heights
FIGURE 4

**Request for Council Action****TITLE:** Terminate Verbal Lease with Bee Elite Gymnastics to Repurpose VMCC Space

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	March 8 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Heather Rand, 651-450-2546	Budget amendment requested	
Prepared by:	H Rand/Jon Oyanagi	FTE included in current complement	
Reviewed by:	Heather Rand, Bridget Nason	New FTE requested - N/A	
		Other	X increase revenue

PURPOSE/ACTION REQUESTED:

The City Council is asked to consider approval of a resolution authorizing staff to issue a letter to Bee Elite Gymnastics Academy terminating an existing a verbal lease for space in the Veterans Memorial Community Center (VMCC)/Grove. This action will enable a re-purposing of the space for other recreational and community programming needs that are higher in demand and generate revenues to better cover costs of operating the community center facility.

BACKGROUND:

Bee Elite Gymnastics has utilized space within the VMCC/Grove since 2006. They have been occupying space that had been designed for racquetball courts since 2007 and have been operating under a verbal agreement paying 20% of gross revenue for use of the space, free program marketing through the City of Inver Grove Heights, and access to city utilities, and building services. The 20% of gross revenue payments by Bee Elite have not been verified via city audit and have been in decline for many years long before the Covid-19 pandemic.

Tomas Settell of the Bee Elite Gymnastics Academy approached the city council at a June 22, 2020 city council meeting to ask for assistance with the potential issue of losing his use of space at the VMCC. It was conveyed that he had had a conversation with the parks and recreation director about this and so he lined up supporters of his gymnastics business to share testimonies. The city council directed the group including Mr. Settell to meet with staff, and determine appropriate space parameters and draft a formal written lease agreement for council approval.

On Tuesday, June 30, 2020, the city's former Parks and Recreation Director Eric Carlson, Recreation Superintendent Julie Dorshak, Inver Grove Heights (IGH) Parks and Recreation Advisory Commission member Kevin Sethre, and IGH City Council member Brenda Dietrich

met with Mr. Settell and his attorney in the gymnastics space at VMCC. At the meeting, several topic points for a lease agreement were discussed and agreed upon. On August 4, Mr. Carlson sent a draft lease to Mr. Settell for his review per council direction at that time. Numerous attempts by Mr. Carlson were made to finalize the lease agreement with Mr. Settell since that time including emails sent to Mr. Settell on August 18, September 9, October 19, November 4 and November 16 with no response. Mr. Settell did respond via email in September and October and indicated a need for additional time due to a death in the family and on October 26, he said he would respond with comments by October 30. There was no response from Mr. Settell by October 30.

Mr. Settell then responded with an email dated December 14, 2020. Within the email he stated, "With no ability to forecast there is no way to reasonably negotiate a contract with so many unknowns at this time." This response is not helpful to city programming needs for residents or the VMCC revenues or for legal clarity.

The city administrator sent an email on February 16th, 2021 restating the city's position that a written lease is needed to continue the business relationship between the city and Bee Elite and that a response from Mr. Settell by February 23 is needed. The city administrator's email stated that the recommendation would be presented at the March 1 city council work session would be to terminate the existing lease for the VMCC space. On February 23, 2021 Mr. Settell contacted the city administrator requesting more time to respond.

Below is a recap of Bee Elite payments for space (revenue) to the City:

- 2006 - 2008 no records found.
- 2009 - 2012 city revenue was \$14,000 - \$15,000 annually averaging \$14,500.
- 2013 - 2015 city revenue was \$8,000 - \$10,000 annually averaging \$9,300.
- 2016 - 2019 city revenue has been \$4,600 - \$9,500 annually averaging \$7,100.
- 2020, city has received \$1,370.

Over the years, the Bee Elite revenue has steadily declined, while prior to 2020, the programming, membership and fitness programs offered at the VMCC had been increasing.

Around 2017, the previous Recreation Superintendent informed Mr. Settell that city was starting to look at other uses for the space. In the spring of 2019, the new Recreation Superintendent introduced herself and also mentioned the need for a new agreement and the potential repurposing of the space in near future by the city.

After careful consideration, the Parks and Recreation Department finds that the space in question may be better utilized by offering other programs for Grove members and the entire IGH community as a whole.

The most significant current need is to find an additional location for the popular Kids Rock program. Staff was not able to offer the program last summer due to the strict youth enrichment program COVID-19 restriction guidelines and newness of the pandemic. The current plan anticipates the need to adhere to COVID-19 restrictions into the summer months but provide much needed youth programming. However, with the potential loss of the gym and two community rooms that are located in the National Guard Armory for COVID-19 testing and possible future vaccination staging, the city may be unable to offer the program as there would not be enough space at the VMCC to make the program work. Staff believes that about 40% of previous attendance can be accommodated if the BEE Elite space as well as Community Room 1 can be utilized. In non pandemic years, the Kids Rock program typically has three "home room" classrooms with an average daily attendance of 30 participants each. The revised program could be offered to potentially 23 students per classroom for up to 46 participants, as per current COVID-19 restrictions. A full budget is not yet developed due to the uncertainty around pod sizes, structure, length of program, etc. but staff conservatively estimate a net revenue potential of a minimum of \$20,000-\$30,000 if able to run a day long camp for youth this summer. Our sense is that this is a great community need for IGH youth.

Council has established a VMCC revenue goal each year of achieving 86% of operational costs, in 2019, the facility was very close to meeting this revenue figure, however, much of the momentum from that time has been affected by the COVID-19 pandemic. If the space occupied by the gymnastics program is made available, it would give the department the ability to offer the Kids Rock program this summer, then use the space as a multi-purpose room for fitness programs such as Silver Sneakers, Yoga and Boot Camps. The additional space will create versatility and the room can be configured in different ways depending upon the activity, such as fitness, arts, theatre or sports programs for preschool, youth, teens, and adults. Having the ability to move programs from the community rooms, turf and gym into the new multi-purpose space will allow for increased revenues from outside rentals or expanded programming in those spaces. Additionally, an updated Comprehensive Parks and Recreation System Master Plan is in the works, and this ten-year plan would likely recommend utilizing this space for changing community needs.

Given the decline in Bee Elite Gymnastics Academy program payments to the city prior to the pandemic, a demonstrated pattern of unwillingness to respond to city staff effectively by Bee Elite Gymnastics, and the growing need for space in the VMCC to meet other city and Grove members' needs, it is recommended that the City Council approve a resolution authorizing city staff to provide written notice to Bee Elite of termination of the existing verbal lease on June 10, 2021.

RECOMMENDATION:

In summary, it is the recommendation of staff that the City discontinue its relationship with Mr. Settell and the Bee Elite Gymnastics Academy for the following reasons;

1. Mr. Settell has not substantively responded to the draft lease agreement as sent August 4, 2020. Multiple communication attempts have not yielded a productive response.
2. The space can be better utilized by City Parks and Recreation Department to reach participants of all ages for toddler, family, youth, teen, adult and senior programming.
3. In the short term, the popular Kids Rock program can utilize the space in the summer of 2021 and increase revenue for the City. Revenue from the verbal lease agreement with Bee Elite have been on the decline over the life of the agreement even before the pandemic.
4. Mr. Settell has not responded or remedied the items identified by the Fire Department inspection order as of February 24, 2021.

Staff recommend a three-month vacation notice be issued in writing to Mr. Settell so that the KidsRock programing and related planning may commence for this summer.

Attachments:

Resolution Authorizing Termination of Existing Verbal Lease

Letter Regarding Lease Termination

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-73**

**A RESOLUTION TERMINATING LEASE BETWEEN THE CITY OF INVER GROVE
HEIGHTS AND TOMAS SETTELL D/B/A BEE ELITE GYMNASTICS ACADEMY**

WHEREAS, the City of Inver Grove Heights (City) has been leasing certain space located within the Grove/Veteran's Memorial Community Center, located at 8055 Barbara Avenue East, Inver Grove Heights, MN and depicted in the attached **Exhibit A** (the "Leased Premises"), to Tomas Settell (1Lt Thomas Settell), d/b/a Bee Elite Gymnastics Academy (collectively referred to as "Bee Elite Gymnastics Academy"), pursuant to an unwritten (verbal) lease agreement (the "Verbal Lease") since 2006; and

WHEREAS, the City Council has determined it is in the best interest of the City to terminate the existing Verbal Lease with Bee Elite Gymnastics Academy for the Leased Premises.

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

1. The City hereby terminates the unwritten (verbal) lease agreement with Tomas Settell (a/k/a 1Lt Thomas Settell), d/b/a Bee Elite Gymnastics Academy (collectively referred to as "Bee Elite Gymnastics Academy") for the Leased Premises, effective June 10, 2021.
2. Staff are authorized and directed to provide written notice of the termination of the Verbal Lease for the Leased Premises to Bee Elite Gymnastics Academy, to take such further action as may be necessary to terminate the Verbal Lease, lawfully remove and dispose of any personal property remaining in the Leased Premises following termination at Bee Elite's expense, and recover the Leased Premises.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 8th day of March, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____

Rebecca Kiernan
Its: City Clerk

EXHIBIT A
LEASED PREMISES SHOWN IN PURPLE

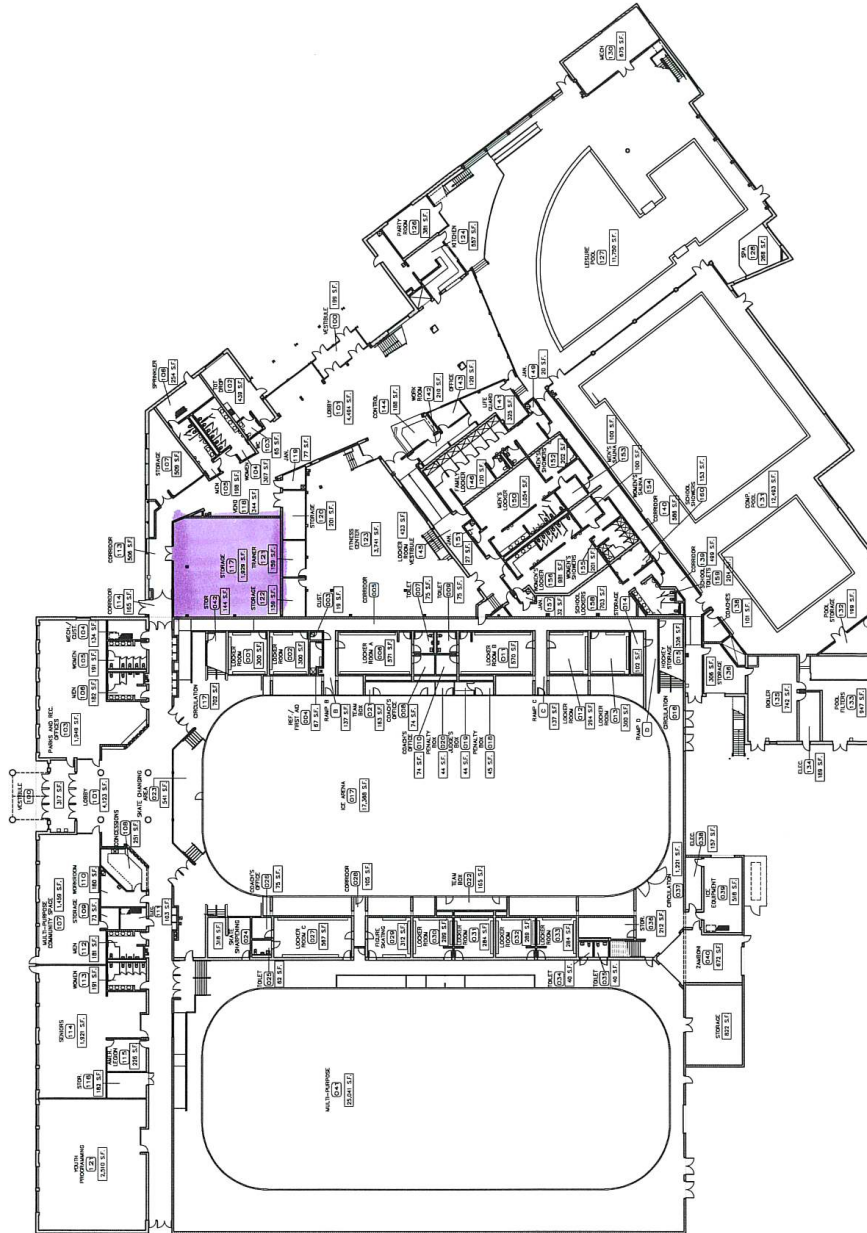


Ankeny
Keil
Architects

PROJECT NO. 15-001
DATE: 01/11/2016
DRAWN BY: J. KILGUS
CHECKED BY: J. KILGUS
SCALE: AS SHOWN

LOWER FLOOR PLAN
VETERANS MEMORIAL COMMUNITY CENTER
RIVER GROVE HUSBAND, ILLINOIS
OWNER: RIVER GROVE HUSBAND, ILLINOIS
DESIGNED BY: ANKENY KEIL ARCHITECTS

A1





**PARKS & RECREATION
DEPARTMENT**

8055 Barbara Avenue
Inver Grove Heights
Minnesota 55077

Parks and Recreation
651-450-2585

*Veterans Memorial
Community Center*
651-450-2480

*Inver Wood
Golf Course*
651-450-4320

www.ighmn.gov

March 9, 2021

Tomas Settell, d/b/a Bee Elite Gymnastics Academy

1370 Imperial Ridge

West St. Paul, MN 55118

**VIA US MAIL, CERTIFIED
MAIL, AND E-MAIL**

Mr. Settell,

This letter serves as written notice that the City of Inver Grove Heights City, by adoption of the enclosed Resolution on March 8, 2021, has decided to terminate the existing verbal lease between the City and Tomas Settell, 1LtThomas Settell, d/b/a Bee Elite Gymnastics Academy for the premises leased by you located in the Grove/Veteran's Memorial Community Center, 8055 Barbara Avenue, Inver Grove Heights, Minnesota, effective **June 10, 2021**. Please remove all personal property from the leased premises by 11:59 p.m. on June 10, 2021. If you have any questions regarding this lease termination notice, please contact me at 651-450-2585.

Jon Oyanagi
Interim Parks and Recreation Director