



Inver Grove Heights City Council
Monday, September 25, 2023 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, September 25, 2023, will be provided to the Council at or before the September 25, 2023 meeting.

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A. Minutes of the July 31, 2023 City Council Work Session
- B. Approval of Disbursements
- C. Personnel Actions
- D. Temporary Gambling Permit for South Robert Street Business Association
- E. Declare Costs to be Assessed, Order Preparation of Proposed Assessments, and Call Assessment Hearing for 2023 Pavement Management Project 2023-09D - Dawn Way Area Improvements
- F. Agreement with Tivity Health for Fitness Memberships and Services at the VMCC
- G. Resolution Approving Encroachment Agreement for 5878 Blackberry Bridge Path
- H. Service Agreement with Wellness that Fits, LLC
- I. Extension of Deadline for Recording Plat of Robert Curve Fourth Addition

5. Public Hearing

- A. Minnesota Investment Fund and Job Creation Fund Applications for Somic Packaging
- B. Public Hearings and Resolutions Ordering Projects for 2024 Pavement Management Initiative, City Project Nos. 2024-09 D, F, G, H and I and Declining to Order Project No. 2024-09E.

6. Regular Business

- A. Rental Housing Licenses
 - B. Comprehensive Plan Amendment, Rezoning, Platting and PUD Development Plan for 8245 Argenta Trail
 - C. Final Plat, Final PUD Development Plan, Easement Vacation, Development Agreement and Related Agreements for Phase 2 of Robert Curve 5th Addition, located at Diffley Court and Hwy 3.
 - D. Variance to Allow a Pool and Perimeter Walk to be Constructed Within the Shoreland Setback at 8450 Alta Avenue.
 - E. Liquor License Compliance Check Violations
 - F. Resolution of Support for Dakota County 2024-2028 Transportation Capital Improvement Program
 - G. 1st Reading of Ordinance Establishing Licensing Requirement for Short-Term Rentals
 - H. Review of Proposed 2024 VMCC Operating & Capital Budgets
7. **Public Comment**
Public comment provides an opportunity for the public to address the Council on items that are not on the agenda. Comments will be limited to three (3) minutes per person.
8. **Mayor and Council Comments**
9. **Adjourn**

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

**INVER GROVE HEIGHTS CITY COUNCIL/BUDGET MEETING
MONDAY, JULY 31, 2023. 6:00 PM - 8150 BARBARA AVENUE**

1. Call to Order:

The City Council of Inver Grove Heights met in person on Monday, July 31, 2023. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. Roll Call:

Present in Person: Mayor Dietrich; Council Members, Gliva, Scales, T'Kach; City Administrator Kris Wilson, Community Development Support Specialist (Clerk) Stacy Bodsberg, Finance Director Amy Hove, Parks and Recreation Director Adam Lares, Public Works Director Brian Connolly, Police Chief Melissa Chiodo, Fire Chief Judy Thill

Absent: Councilmember Murphy

3. Discussion Items:

A. 2024 General Fund Budgets & Tax Levy - First Look

City Administrator Kris Wilson discussed the Council portion of the 2024 Budget process stating that In Minnesota, all city budgets are calendar year budgets. Statutory requirements need to be done to be able to meet the September 30th deadline for certification/adoption of a preliminary levy and budget. Discussion will be about the city's general fund which is a portion of the budget that is predominately supported by the property tax levy. Other portions of the budget will be discussed throughout the fall. No decisions or final direction from the Council is necessary after the discussion. That comes later in the process. The same items being discussed this evening, along with other aspects of the budget, will take place at the August 21st and September 5th, Work Sessions. A set of City Administrator recommendations will also be brought forward.

Finance Director Amy Hove presented on the 2024 General Fund Budget and Tax Levy:

Part 1: Background and Foundational Information:

Timelines & Statutory Requirements:

- September 30, 2023 is the statutory deadline to adopt a preliminary property tax levy for 2024
- September 11, 2023 City Council Meeting is the goal to adopt the IGH preliminary levy
- Once the preliminary levy is approved it can be reduced, it cannot be increased
- Nov. 11 - Nov. 24: Preliminary levy is certified to Dakota County. Proposed property tax notices are mailed out to property owners (includes city and county tax levy and proposed taxes)
- Nov. 25 - Dec. 28: City holds public meeting to discuss the budget and tax levy and receive public input (often referred to as the Truth-In-Taxation (TNT) Meeting)
 - Proposed date for the city is the December 4th Work Session
- December 28: Deadline for cities to adopt a final 2024 tax levy
 - Proposed date of the December 11th, City Council Meeting

2023 Expenditure Budgets = \$73,907,769

- General Fund makes up 42%
- Pavement Management = 20%
- Enterprise Funds = 20% (water, sewer, stormwater, golf course)
- Special Revenue Funds = 14% (community center, host community fund, EDA)

- Debt Service Funds = 4% (tax supported debt issued on behalf of the city, supported by a tax levy)

What is and is not funded in the General Fund:

What is included: The general fund includes things that residents think about first:

- Police, Fire, Community Development, Planning, Inspections
- Houses all administrative departments such as: Mayor/Council, Human Resources, City Clerk, Elections, Finance, Communications, Parks and Recreation, Public Works Departments
- Also includes transfers and tax abatement activity
- Operating departments such as Streets and Parks
- Capital Funds

What is not included:

- Community Center Funds, Golf Course, Pavement Management, EDA, Utilities, Debt Service Funds, Convention & Visitors Bureau, Host Community Fund

General Fund - Revenues & Expenditures:

- Expenditures:
 - 2023 Approved Budget: \$30,790,881
 - 2024 Draft Budget: \$33,254,046
 - Increase of \$2.46 million dollars
- Non-Tax Revenues:
 - 2023 Approved Budget: Licenses/Permits: \$1,723,300 (building permits, heating/cooling permits, alcohol licensing)
 - 2024 Draft Budget: \$1,578,080
- Grants & State Aid:
 - 2023 Approved Budget: \$1,991,270 (SAFER Grant, Police/Fire State Aid)
 - 2024 Draft Budget: Projecting a slight increase: \$2,054,571
- Charges for Services:
 - 2023 Approved Budget: \$1,468,500 (development driven; charges billed out for engineering time)
 - 2024 Draft Budget: \$1,357,410
- Other Revenues:
 - 2023 Approved Budget: \$718,500 (includes investment interest, miscellaneous, assessment information)
 - 2024 Draft Budget: \$820,950
- Remaining Amount: General Fund only (to be funded by the property tax levy):
 - 2023 Approved Budget: \$24,889,311
 - 2024 Draft Budget: \$27,443,035
 - Difference of \$2,553,724

Citywide Tax Levy - By Fund:

- General Fund: \$2.55 million dollar increase
- Pavement Management: Scheduled for a 5% increase
- Debt Service: Based on a repayment schedule. Principal and interest are fixed.
- Total Levy:
 - 2024 Draft Budget: \$33,030,446
 - \$2.7 million dollar increase over the 2023 tax levy

Finance Director Hove stated this was just a first look. It is not what is expected to be the final. Staff will continue to work on this as Council information is received.

Tax Levy - 5-year History (2019-2023):

- General Fund, 2019: \$19.4 million dollars
- Pavement Management, 2019: \$1.25 million
- Debt Service Funds: \$2.5 million
- Dollar change from prior year:
 - 2018-2019: \$2.3 million
 - General Fund: \$1.66 million
 - Pavement Management: 0
 - Debt Service Funds: \$602,897
 - Percentage of change: 10.8% increase
 - 2020: \$1.5 million dollars
 - General Fund: \$691,600
 - Pavement Management: \$500,000
 - Debt Service Funds: \$307,989
 - 2021: Showed the lowest increase of 5.6%
 - 2023: Dollar change was \$2.35 million dollars
 - General Fund: \$1,973,241
 - Pavement Management: \$350,000
 - Debt Service Funds: \$26,168 (Continued the use of closed bond funds to buy down one of the debt levies)

Tax Levy Recap (2019-2023):

- 5-year average dollar change: \$1,874,480. Percentage change: 7.7%

Looking ahead to 2024: What is 1% equivalent to:

- A 1% increase over last year's levy (2023): \$303,350
 - Union contracts are settled. Those assumptions are built in.
Forecasts for possible increase to health insurance
 - 2% to cover current commitments for wages/benefits
 - 1% needed for infrastructure
 - 0.66% for the SAFER Savings Plan
 - 0.50% needed for The Crossings Tax Abatement

Councilmember T'Kach asked if the \$73 million dollars is the total "all in" budget for the city and if it includes pavement and capital.

Finance Director Hove replied yes, budgets are adopted for the internal service funds. Those were pulled out of the total because they did not want to duplicate.

City Administrator Wilson discussed the city's tax base and market values:

- Last year was a big year for residential market value increases in Dakota County and around the metro and state
- Median increase on residential properties last year was 17%
- This year it is modest; the county is seeing a median of 3.93%
- Inver Grove Heights data is even smaller at 1.1%
- Apartments: 6.4% (typical for Dakota County)

- Commercial: 9.65%
- Industrial: 20.6%

2024 Tax Base & Market Values:

A vast majority of IGH's market value is in residential parcels.

- Residential: 76%
- Apartments 10%
- Commercial 6.3% and Industrial 4% make up approximately 10% of the total tax base
- Countywide there has been a 6.74% increase in market value
- 1.6% is due to new construction
- IGH market value of new construction is 2.23% of the total market value
- IGH is #3 in new construction value in Dakota County, behind Rosemount by a small amount and well behind Lakeville.
 - New properties coming on will share in paying for the costs of services the city provides.

Councilmember Gliva referenced the residential percentage of property being 76.6 and asked if that was higher than surrounding communities, for example Eagan and West St. Paul.

City Administrator Wilson did not know the percentages, the city is higher in residential than other neighboring communities. She said she could compile that information to share.

Finance Director Hove discussed Part 2: Assumptions, Challenges, and Priorities for the 2024 Budget:

2024 Budget Assumptions:

- Assuming all of the preapproved Union Agreements in place. Provides for a 3% general wage increase plus step increases for employees
- Anticipated 10% increase to health insurance (could be a low number, staff will continue to refine that information)
- \$200,000 increase for the Fire SAFER Savings Plan
- 5% increase to Pavement Management levy funding
 - Increase of \$145,000 for a total of \$3,045,000
- 5% increase to Parks Capital Replacement levy funding
 - Increase of \$15,000 for a total of \$315,000
- \$150,000 increase for The Crossings tax abatement
- 2024 is an election year, there are additional wages and other associated expenses. It is also a Presidential Election year (most expensive of the election years).
- Continue to utilize Closed Bond Funds in lieu of a levy for the 2020A Refunding Bonds, \$177,250. The final use would occur in 2026.
- Utilizing past years of Police savings within the Central Equipment Fund to cover 2024 outfitting costs on leased vehicles (there are sufficient savings to do this for several years).
- Using the Central Equipment Fund's balance to bridge funding gaps for equipment scheduled for replacement in 2024. (Discussion about this are ongoing, recommendations will come later).
- Utilize the City Facilities Fund balance for facility capital needs in 2024, \$188,500.
 - Staff is looking to revamp the allocation formula in 2025 to include a capital component

Assumptions - New Impact to Levy

- There is \$1.448 million dollars of an increase or 4.8% levy increase
 - Does not include other departmental needs, cost increases, or new staffing requests

City Administrator Wilson discussed Challenges:

This is the same information used last year. There are four primary challenges the city faces in putting together its budget. These are challenges that have built up over many years of decision making and will take multiple years to overcome/resolve.

- Staff levels in many departments that have not kept pace with the workload demands of a growing city
- Need to adjust part time/temp/seasonal wages to attract employees in the current job market
- Costs of goods and supplies have increased significantly
- City has deferred maintenance on both facilities and infrastructure

Council Priorities, adopted early in 2023:

- Expand, enhance, attract retail, restaurant, and consumer service offerings (EDA Budget)
- Modernize and review city ordinances (General Fund Budget, professional services, legal costs)
- Develop up to date cost recovery expectations for the VMCC (impacts VMCC and Host Community Fund Budgets)
- Looking to do a Needs Analysis and planning for an expanded/remodeled Maintenance Facility (money is set aside for this from the Host Community Fund)
- Determine direction on key NWA roadways such as Argenta & I-494 and the potential 65th Street extension
- Discuss community standards/blight prevention strategies (staff time issue)
- Clear, consistent, and proactive communication with residents and businesses
- Continued emphasis/investment in Pavement Management & NWA Parks. This impacts capital budgets and maintenance operations.
- Adequate funding for needed investments in utility systems (further discussion in October)

Mayor Dietrich referenced the northwest parks and pavement management and asked if that aligns with the assumption, the 5% increase to pavement management, and 5% to parks and recreation.

City Administrator Wilson replied it does. More detail will come on August 21st with regards to pavement management.

Councilmember T’Kach asked if the priorities were those set in February. She asked if senior housing fell off the list.

City Administrator Wilson replied they are from February. She apologized and said senior housing is missing. That priority was for the Council to receive education on. It would be a time and guest speaker item, not a direct budgetary line. She mentioned the city does not own/operate any housing; no budgets are associated with providing senior housing.

City Administrator Wilson discussed the General Fund Budget by Department:

- Public Safety 55%
- The top four (4):
 - Police 36%
 - Fire 19%
 - Streets Maintenance 10%
 - Parks Maintenance 8%

Most Minnesota metropolitan suburbs likely have a similar top four.

There are smaller percentages for engineering, recreation, administration, finance

Finance Director Hove discussed General Fund Expenditures 2024 Budget Requested:

- Personnel is the key driver, 61% (typical in most cities/counties)
- Supplies and Services 18%
- Internal Allocations 17%
- Transfers & SAFER Savings Plan 3%
- Capital Outlay requests for the General Fund 1%

2024 Budgeted Request:

- Personnel - \$20,299,945
- Internal Allocations and Supplies and Services - approximately \$5 million dollars each
- Capital Outlay - \$397,000
- Transfers & SAFER - \$1,048,965
 - Total: \$33,254,046

Councilmember Gliva referenced supplies and services and asked if this line was benefits.

Finance Director Hove replied personnel includes wages and benefits.

Councilmember Gliva asked for clarification on capital outlay and if they were cycles of planning or specific. She said it looked like a trend.

Finance Director Hove replied 2021 and 2022 were actual capital purchases. Capital needs are not always budgeted within the General Fund. A lot of the capital happens in the Central Equipment Fund. It is for vehicles and large pieces of equipment. These are improvements made in a department or area. She mentioned this is the year they are building a more comprehensive CIP. In past years they did not have that type of document.

Councilmember T'Kach asked if budgets trend toward actuals and where they were at between actuals and budgets. She questioned if there was a history and if they were significantly under when it comes to actuals.

Finance Director Hove responded that at the end of the year staff brings forward a list of carryover recommendations. This could include contracts that have not been completed, fully paid for, or a department need. They trend close to budget and request that departments do not go over. Sometimes there are unforeseen areas departments try to accommodate.

Finance Director Hove discussed Internal Service Funds & Allocations stating that four different internal service funds are used:

- Technology: Delivers IT support across the city, based on number of employees and devices.
 - Forecasting a slight decrease in this allocation for 2024.
 - This budget had been housed in the General Fund. Last year it was moved back to its own fund/own allocation. Software that was division specific was pulled out, those departments paid for it themselves.
- City Facilities: Planning for a 6% increase.
 - An allocation that staff needs to continue to do research on.

In past years this was more to handle City Hall and City Hall departments. There are a lot of needs in buildings/facilities across the city. There are plans to start looking at this allocation next

year to build a better capital component and to make sure all areas are paying into the city's facility fund appropriately.

- Central Equipment: Operational expenses are holding steady.
 - There is a slight increase to the cost of equipment that they are planning for.
 - The city authorized for new equipment, which has been added to the fleet.
- Risk Management: There are two allocations:
 - Property/Casualty Insurance: Planning on a slight decrease. The past two years the League has returned dividends to the city to help the cash balance in the fund.
 - Workers Compensation: Cost based on number of employees and how much they make. Slight increase for 2024.

Mayor Dietrich referenced City Facilities and asked if it was for maintenance and any anticipated new buildings or needs.

Finance Director Hove replied it would not be for a new building such as the Public Works Facility. It is for capital needs for existing, such as an HVAC Unit, water heater replacement.

Parks and Recreation Director Adam Lares presented the Parks Overview:

- 9 Full time employees (FTE's). 8 are field workers.
- 15-17 Temporary/Seasonal Employees
- 65 paved and natural trails throughout the parks system
- 1000+ acres of parkland the city manages and operates
- 32 parks within the system
 - 2 parks are currently under development (Argenta Hills Park, Overlook Ridge Park)

He mentioned that a question was asked regarding the northwest area (NWA) prioritization and if it is still an area they are trying to accomplish within the parks. He replied that it is. Currently, there is a fourth park the city is looking to develop in the NWA, with a focus to for one to develop 2024/2025.

- There are 18 Baseball/Softball Fields (mainly focused at the Rich Valley Athletic Complex)
- 20 Soccer/Lacrosse/Football Fields
- 23 Tennis/Pickleball/Volleyball/Basketball Courts

Parks:

- In 2023: \$1.3 million dollars in the personnel budget
- For 2024: \$1.35 million dollars requested. Includes wages and benefits
- Internal Allocations: 2024 requested \$577,000
- Supplies & Services: Costs are on the rise. \$713,000 is the 2024 requested
- Capital: 2024 requested is \$125,000 for a woodchipper. One is currently shared with streets and public works. Another is requested in order to be more responsive when it comes to fallen trees/storm damage
 - 50% of the budget is Personnel
 - 26% Supplies and Services
 - 21% Internal Allocations

Parks Noteworthy Items:

- \$50,000 was approved to address diseased trees
- In 2023 the budget was amended to take it from the EAB Fund (Emerald Ash Borer) and put it into operating.

- A Part Time Communications Specialist position was added to the 2023 Communications Budget. This will be shifting to the Parks and Recreation Budget in 2024.

Parks Additional Requests:

With bringing two new northwest area parks online, the redevelopment of South Valley Park, and the expansion of Heritage Village Park, there is a need for additional parks maintenance staff.

- New staffing requests:
 - 1 additional full time Park Maintenance worker
 - Additional OT and/or Seasonal support to cover tournaments
 - Additional hours for the part time Communications Specialist
 - Wanting to increase 5 more hours per week for a total of 25 hours in 2024. This would help the entire department, not just parks.
- New capital equipment
 - 1 additional truck (tied to the staffing request)
 - Service truck for operations. Sometimes they double up. This would help operate and provide services efficiently instead of having two per vehicle.
 - Additional wood chipper to share between multiple departments

Parks Capital Replacement (Fund 401):

- Funded by an annual transfer out from the tax levy
- 5% increase requested for 2024
- Pays for replacement/refurbishment of park amenities such as court resurfacing, replacing playground equipment

Councilmember T’Kach requested information regarding one person versus two people per truck. Parks and Recreation Director Lares replied there were several reasons for the additional truck. Sometimes park maintenance staff needs to go in multiple directions because they service all 32 parks and trails in the entire city. Having two in one truck only allows them to do so much. This would be used by full time staff. Seasonals are mixed in with full time staff during the summer. Staff would be able to cover/service more ground with more vehicles versus sharing two full time staff in one truck.

Councilmember T’Kach asked if the vehicles were leased.

Parks and Recreation Director Lares replied they are purchased.

Off camera it was mentioned that the only fleet leased is police squad cars, some are also owned.

Parks and Recreation Director Lares discussed the Recreation Overview:

- There are 3.5 full time employees (FTE’s)
- Program Offerings (indoor and outdoor)
 - Sports, theatre, trips, leagues, Infant/Mom classes, Active Older Adults
 - 3,000 people serviced annually within recreation programs
 - 400+ programs are offered a year
- Community Events:
 - There are over 30 community events offered per year
 - 3 food truck events (2 at Rich Valley, 1 at the VMCC)
 - Holiday themed events such as egg hunts
 - Service approximately 8,300+ annually
- Outdoor Athletic Field Rentals (8,500+ hours)

- Shelter Rentals (Average about 80-90 per year)
- Warming House (Average open 50 days, 2,500 attendees)

Recreation:

- Personnel: 63%
- 2024 Requested: \$485,300. Includes wages and benefits
- Internal Allocations 2024 requested: \$51,000
- Supplies & Services 2024 requested: \$229,035

Recreation Noteworthy Items:

- Additional expenses related to park grand openings
 - Anticipate 3-4 park openings in 2024: Argenta Hills Park, Overlook Ridge Park, South Valley Park
- Expansion of existing software for onsite check ins
- Training costs relating to staff development
- New to the recreation budget: setting aside \$7,500 for Inclusive Services (ADA Specialist/REACH Services)
- Part-time Communications Specialist position
- 20% of the VMCC Guest Services Supervisor position was allocated to the Recreation Budget to better align with their duties

Additional Request for Recreation:

- New staffing request for additional hours for the part time Communications Specialist
 - Going from 20 to 25 hours per week

Public Works Director Brian Connolly provided the following overview of the Public Works Department:

- 34 full time staff in three (3) divisions
 - Engineering Division - 9
 - Street Maintenance Division - 10 in streets, 4 in fleet
 - Utility Division - 11
- General Fund Activities
 - Engineering, Street Maintenance, Streetlights
- Through 2023 there was a separate budget line item for Public Works Proposing for 2024 to eliminate that budget item and allocate the costs to Engineering, Streets, and Utility Divisions

Engineering Division Overview:

- Plans design & construction oversight
 - Streets, sanitary and storm sewer, watermain
 - Have an Environmental Resources Technician who is responsible for working with staff in both streets and parks overseeing natural resource items (outlots, ponds, parks, natural areas, tree remediation).
- Development design review and approval (work with community development, city planners, and building inspectors)
- Right of Way (ROW) permitting
- Partner Agency Liaison (work with other communities around the city, MnDOT, Dakota County)

Engineering:

- Personnel

- Increase is not as significant as previous years. Changes have been made to reallocate where money is spent. For example: Engineering studies would be done in Capital Projects. If doing a study, making sure it is in the Capital Improvement Plan (CIP).
- Internal Allocations
- Supplies & Services
 - Decline between 2023 and 2024
 - Was higher in 2023 due to a Staff Augmentation Engineer helping out because of a vacancy mid-year
- Capital Outlay

Engineering Noteworthy Items:

- 1/3 of the Public Works Administration Budget would be distributed to Engineering for 2024:
 - 1/3 to streets
 - 1/3 to engineering
 - 1/3 is split between water/sewer utility
- Reduction in anticipated "Engineering Billed Time" revenue
 - 2023 Budget showed \$375,000 for revenue
 - Revenue engineering receives is some permitting, mostly through escrow accounts and development.
 - Tracking engineering bill time for all capital projects. Crediting the time specifically to that project.
 - Planning to reduce the number for 2024. Tracking for around \$250,000 in 2023.
 - \$260,000 budgeted revenue for 2024
 - Lower private development
 - This has been difficult to correlate from year to year
 - Focusing on the proper allocation to the PMI and other CIP Projects

Engineering Additional Requests:

- New Software: Cyclomedia Imaging Software
 - The County currently has a version and will provide access to the city for a 6-8-month trial
 - Provides high resolution imaging of every public and private street in Dakota County (done every five years).
 - Has the potential to be used instead of the pavement rating done manually
 - Uses AI to scan for cracks and give a pavement rating.
 - Could be done every 2-3 years instead of every 5 years
 - If wanting to purchase, the cost would be approximately \$15,000.
 - Contingent on other communities taking part
 - If no other community wants to do it, the city's cost could be higher
 - Staff is waiting to get the trial going to see how things work

Mayor Dietrich asked if the \$15,000 includes training staff to use it.

Public Works Director Connolly replied it is public/open, anyone can view the data. The question staff had was what needed to be done if they wanted to leverage the data. Staff is still working through this, there is a modest cost. If purchasing and moving forward, it would be in late 2024. If more costs are needed, staff could see what to budget moving forward.

Public Works Director Connolly discussed the Street Maintenance Division Overview:

- Maintains over 150 miles of public roadways and 65 miles of trails and sidewalks within the public right of way
- Traffic sign repair and replacement
- Grades gravel roads and alleys
- Street sweeping
- Mow boulevards
- Replace pavement markings
- Clean, maintain, and repair storm sewer
 - There is no stormwater utility division like there is for sewer and watermain
 - Falls on the street department
 - Work is done using street department funding
 - No allocation for which stormwater funds pay staff time for street staff to do this work
 - 113 miles of stormwater pipe (approximately 85% of the amount they have of watermain)
 - 6,700 storm sewer structures
 - 65 raingardens
 - 200 stormwater ponds

Councilmember T'Kach asked what the next couple of years would look like in terms of the mentioned four items. She asked if it was consistent.

Public Works Director Connolly replied the numbers will not go down. He was unsure of how many raingardens they would get. In most new developments, staff has been trying to push responsibility for rain gardens on the homeowner's associations and individual property owners. It has been/is a challenge. There is not the staff nor the capability to do it. They are fiscally unable to add this to pavement management projects partly because if not doing full recon/stormwater work, there is no money in the budget. Most of the raingardens in the past were done due to grant programs. He mentioned if asking the Environmental Resource Technician, he would like them all to go away. He said he agrees; they are a maintenance headache; they take a lot of time and money. Staff will not be pushing to put in more raingardens, they would be looking more for infiltration basins.

Councilmember Scales asked if all raingardens were city property and if the city is not maintaining the private ones.

Public Works Director Connolly replied the 65 are city ones in right of ways, or ones the city has agreed to maintain.

Councilmember Scales asked if the private ones were inspected.

Public Works Director Connolly replied sometimes they do them when complaints are received. It is not a proactive inspection program.

Public Works Director Connolly discussed Street Maintenance:

- Steady increases year over year in personnel and supplies and services
- Not as big of an increase in internal allocations

He mentioned this was good considering 1/3 of the public works budget is already included. He said it was a rough winter, they went through more salt than expected. There are increases for 2024 to get the supply back up and pavement patching has been higher than anticipated.

Street Maintenance Noteworthy Items:

- Shifting 1/3 of the Public Works Administrative Budget into Street Maintenance for 2024
- \$41,550 increase (9%) to supplies/maintenance (salt, chemical treatments, brine mixes, asphalt, gravels, commodities)
- No other significant changes over 2023 Budget

Street Maintenance Additional Requests:

- New staffing requests:
 - 1 Full Time Stormwater Maintenance Technician
 - Staff in streets also work in storm. There is no position specifically just for storm
 - Proposing 20% allocated to streets (General Fund) and 80% allocated to Stormwater (Utility Fund)
- Position classification review request: Street Lead Worker
 - Has the same request in for Utility Lead Worker. Looking at where they fall within positions and across the different departments.

Mayor Dietrich asked if the Stormwater Maintenance Technician would also be plowing snow.

Public Works Director Connolly replied they would assist on call if needed. When calling in for plowing, they call in utilities and parks staff, it is all hands-on deck.

Mayor Dietrich asked if the new person would need a vehicle or if there was one in the fleet.

Public Works Director Connolly replied that is still a discussion item. They may need another vehicle. There are several vehicles they are still waiting on that were backordered. They are checking to see if this person could use a vehicle they would not trade in and keep for a time.

Public Works Director Connolly discussed Street Lighting:

- Mostly electrical costs
- There is no streetlight utility
 - There have been discussions about how to address paying for street lights.
 - Per ordinance, a fee is collected for street lights in neighborhoods, particularly new ones.
 - For example, the entire northwest area. They have streetlights and must pay a fee. The fee is not enough to cover electrical services. This needs to be looked at.
- 85% of the \$199,000 is electricity fees
- 15% is repairing things like knocked down poles
 - Money for this is enough to do 2.5 per year
 - This is an area where there could be carryover costs
- No personnel, no internal allocations; all supplies and services
 - These types of issues involve staff time calling Xcel or running up invoices

Street Lighting Noteworthy Items and Additional Requests:

- No significant changes
- Analyze funding needs and revenue sources for the future
 - Staff would like to do this as priorities allow
 - Likely to be in late 2024 or 2025 before an effort can be initiated
 - Will have challenges as several of the contracts for street lighting, (for example: Cahill Avenue's decorative street lights), have maintenance agreements with Xcel that expire after 25 years. At that point the city becomes responsible for full replacement costs. 25 years is at the end of 2023. If broken, they are the city's responsibility. If there is no money, the lights would stay dark, broken, or not be replaced. Conversations will take place regarding this.

Councilmember T'Kach referenced pavement and stormwater work and asked if there was any way to account for extreme weather events such as a bad storm or heat. She asked if money could be put aside and how to start planning for extreme weather.

Public Works Director Connolly replied that most emergency response items are responded to with a combination of staff time (overtime built into the budget) and the time and effort into doing a repair. There is money set aside in various budgets. The money is recouped if there is a disaster declaration. He said there is not anything regarding contingency plans. There is a budget in other funds they can use such as the General Fund. Depending on the type of event, they can pull on those reserves. There are no streets only because a tornado can hit a park or city facility. It is a broader citywide discussion.

Mayor Dietrich suggested taking a brief recess at 7:35 p.m.

Council was back in session at 7:45 p.m.

Police Chief Melissa Chiodo discussed the Police Department:

- 47 full time sworn employees and 6 full time civilian staff
 - Chief (serves as the Emergency Manager and the Safety Committee Chair)
 - Administrative Division consisting of:
 - Commander, 1 Lieutenant, 1 Strategic Response Group (SRG) Sergeant, 2 SRG Officers, 1 School Resource Officer, 4 Investigators, 1 Support Services Supervisor, 1 Administrative Assistant, 4 Office Support
 - Patrol Division:
 - Commander, 1 Lieutenant, 6 Sergeants, 27 Patrol Officers, 1 K9 Officer
 - 2 part time non-sworn Cadets:
 - Not benefitted, work 20 hours per week
 - Handles animal control calls which average 15-20 calls per week, squad car upkeep, take them to get cleaned or repaired, check inventory, help do reports, go on ride alongs.
 - These are current college students going to school to become Police Officers.
 - 6 Police Reserves:
 - These are unpaid volunteers.
 - Use uniforms that are left from officers, the city pays for shirts.
 - Work at over 100 events every year in the city and other agencies in Dakota County.

Police:

- Personnel 69%
 - 2023 Budget: \$7.8 million dollars
- Supplies and Services:
 - Goes up every year
 - A lot of increase to the contracted cost every year
 - Includes the record management system
 - Dakota 911 Dispatching System (increases every year, based on call load)
 - Pays for the City Attorney for criminal cases, Paralegals

- Supplies such as the cost of manufacturing ammunition (purchasing less than they have ever purchased, but is costing more than they have ever paid)
- Uniforms, training

Police Noteworthy Items:

- Calls for service are increasing:
 - January through June 2022 = 13,400 calls for service
 - January through June 2023 = 16,353 calls for service
 - Every year it is noted that the call load goes up 6-9%
- \$72,000 increase to Police contracts for Dakota 911
- Squad cars are leased. They try to stay with the Ford Explorer. Ford has changed the model this year making small changes to the interior measurements. This results in the barrier between the front seat and back seat to not fit. They need to buy all new equipment or modify them.
 - Base price for every car increased \$5,000
 - Slated to get 8 new cars next year \$98,000
 - Staff tries to save money, from police radios in cars, sirens, and light bars, some are 10 years old. They are used until they cannot be used anymore or find parts to repair them.
 - Funded with Police Department savings balance in the Central Equipment Fund
- Strategic Response Group (SRG). New this year.
 - 1 Sergeant, 2 Police Officers; full time
 - Will take on tobacco compliance in 2024. (Previously done by the Dakota County Sheriff who will no longer be doing this).
 - 30 places in the city will need to have compliance checks.
 - Also do THC compliance checks. There are 12 businesses.
 - Will have to do compliance checks if there will be businesses selling marijuana.
 - This team currently does alcohol compliance checks once a year. There are 30 in the city.
 - Does inspections for massage businesses in the city.
 - Does all predatory offender checks quarterly. There are 40 offenders in the city.
 - Warrant sweeps for anyone in the city that might have a metro area warrant out.
 - One of the SRG Officers also does all mental health follow-ups. Manages 135 of them per quarter. With calls that come through, the Officer and Social Worker (on the phone or in person) follow up to see if there are other services people could use.
 - Falls under the Administrative Division, between Investigations and Patrol. Helps assist if Investigators have any search warrants done that do not require a full SWAT team, do their own investigations, fill in if Patrol Officers are out sick, help at events. Will be adding tobacco, THC, and eventually marijuana compliance.

Police Additional Requests:

- New staffing request:
 - 1 additional officer for the Strategic Response Group (SRG)
Original plan was to have 3 officers and 1 sergeant
- Other new requests:
 - Proactiva heart/physical wellness screenings for officers, \$45,825
 - Building the wellness program for mental health officers and social worker
 - Checkups for officers and civilian staff

- Heart health/physical health. There is no physical screening/health testing done once an officer is hired. Instances of heart attacks are great among those in public safety. Provicta does full scans of the employees and counsels them on what needs to be done for their health.
- Staffing and space study:
 - Have grown since the building was built, there is no more room to grow. They are out of lockers in the locker room, they are running out of space.
- \$152,000 for space and training room upgrades:
 - There is a large records room. Records are not kept on paper any more, staff has been scanning items in. The room has no windows and a floor track with file cabinets. This is space they can use; it is the last space available. They have requested the tracks and shelving be repurposed somewhere else and turning the space into two offices. Windows and doors would need to be added.
 - Technology upgrades are needed in the training room. The projector is original from when the space was added. The room is used for training, as an emergency operations center, and other groups in the city use it. The space needs updating.

Councilmember Gliva referenced the \$72,000 for Dakota 911 and asked if this receives an allocation from Dakota County.

Police Chief Chiodo replied that Dakota 911 splits up the costs of calls for service for all Police/Fire use in the city. As calls go up, costs go up.

Councilmember Gliva asked if it is based off last year's calls.

Police Chief Chiodo replied the 2024 budget is based off 2023 calls. 2023 calls are already up, they can anticipate another increase.

Councilmember Gliva inquired about other County 911 calls and if those counties fund them and not charge cities.

Police Chief Chiodo replied she was unsure what other counties do. When she worked in Minneapolis, they had their own call dispatch center doing both police and fire. It was paid for out of the city budget. She said she could check into that information and get back to the Council.

Councilmember T'Kach asked for more information on tobacco, THC, and if they do liquor compliance.

Police Chief Chiodo replied there are 30 liquor licenses in the city. They used to check them twice a year but are down to once a year because it takes a lot of staff time. They will do the exact same thing with tobacco next year. For THC there was an initial visit to each place that sells gummies and edibles and found 12 places selling it. Some are already selling things they should not be selling, are not approved, and not legal as the dose was too high. Compliance checks will need to be done. If there would be any places selling marijuana or drinks infused with anything, checks will need to be done on those. They are unsure what that entails yet. They also do regulations for city ordinances, massage licenses, and quarterly predatory offender checks (there are 40 registered).

Mayor Dietrich asked if there was any overlap with medical coverage, for example, an annual checkup that checks cholesterol.

Police Chief Chiodo replied most of the officers have at least single coverage and need to get a basic physical. Provicta goes in-depth in things specific to law enforcement. This is voluntary, it

helps foster a healthier environment. It helps with eating and sleeping habits, shift work, and stress levels. Statistics are not good for life after law enforcement.

Councilmember T'Kach mentioned that residents are concerned about traffic issues. She asked if there was a need for additional traffic patrol time and where the Police Chief sees things trending based on the survey results and real life.

Police Chief Chiodo replied when officers are not at work, they do a lot of proactive work such as going into a business and talking with business owners or visiting with kids in a park. This builds relationships. The other proactive is traffic. Officers do a lot of traffic, as much as they can. Their job is one where there is never going to be a shortage of anything to do. Officers are also very responsive to complaints such as speeding in a certain area.

Fire Chief Judy Thill provided background and information on the Fire Department:

- 3,000 calls for service, the highest ever
- 30-35 Paid on Call Firefighters. Includes the present recruit class that is still in training, (these are still not fully responding)
 - Of the 12 that started, 2 have been responding because they came trained, 6 others are still in training
- 12 full time shift personnel: 3 Captains and 9 SAFER hires that include 3 Lieutenants and 6 Firefighters
- 6 full time administrative staff
 - Chief, Deputy Chief, Fire Marshal/Assistant Chief, Fire Inspector, Operations Supervisor, Support Specialist
- 3 Fire Stations
 - Newest was built in 2019
 - The oldest is Station #3 on Upper 55th. Built in the 70's, added onto in the 80's
 - Station #1 was rebuilt in 1986
- Manage all apparatus
 - Each apparatus has several pieces of equipment
- Training, Public Education
 - Have their own inhouse training that is done on a weekly basis. Involves research, setting up, and conducting the training.
 - Host a recruit academy. If it was not hosted here, they would still be sending people off to train.
- Inspections, investigations, plan review and code enforcement
 - Done by the Fire Marshal and Fire Inspectors
 - The Fire Inspector has done inspections on over 200 existing facilities
 - Includes multifamily residential, commercial, retail, and industrial
 - Has found significant concerns

Fire:

- Personnel: 57%
- Internal Allocation: Increased a little due to facility allocations and central equipment/vehicles
- Supplies & Services: 2022-2023, some equipment did not arrive in time and was rolled over into 2023
- Capital and Transfers: 2023 Budget had the \$50,000 listed for the station alerting system

Fire Noteworthy Items:

- \$200,000 increase from 2023 to the SAFER Savings Plan
- \$2,500 increase involuntary contribution to the Relief Association Pension
 - Has been a written plan in place for 11 years with an agreed upon voluntary contribution. The voluntary contribution helps increase what is in the funds so they can increase the benefit level for paid on call firefighters.
 - \$94,975 total
- Costs for gear, equipment, and trucks continue to rise
- Number of paid on call firefighters continues to decrease

Fire Additional Requests:

- Mental Health screening/support for all firefighters: \$30,000
 - There has been training in the area along with other small programs
 - Personnel would receive one on one time with a mental health professional along with help as needed
- Station Location Study for Station #3: \$25,000
 - Being the oldest station, needs a lot of repairs
 - The best way forward is to determine if this is the best location due development and the current development in the northwest area
- New Staffing requests (based on the Citygate report)
 - Recommend a full time Assistant Chief
 - For example: The Assistant Fire Marshal used to be a Paid-on Call Battalion Chief. Duties as Paid on Call Battalion Chief went with as a full time Fire Marshal. This has nothing to do with being a full time Fire Marshal.
 - Would like to investigate the standard operating guidelines in more detail. They do not have the staffing capacity to be able to do this.
 - 3 full time Firefighters
 - When applying for the SAFER Grant, the application was only for the bare minimum number of people just to get an additional crew of 3 in the city.
 - Not a part of the SAFER Grant was having people available for backup. They either bring other full time in on overtime, leave the position open, or as the Assistant Chief is doing at the moment, someone else fills in.
 - Need to maintain a minimum of 3 people for the ISO (Insurance Services Office). There is a minimum of 2 at Station 2 when they should have 3 at each station.
- 6 new 800 MHz radios: \$36,600. These have encryption capability.
 - On September 20th, law enforcement communication channels will all go encrypted. Staff would need new to be able to receive updates.
 - A Grant was applied for to purchase all new radios. They have not purchased new radios other than a few since they switched to 800 MHz in 2007. Word has not been received yet on the Grant.
 - The 6 radios would be for 2 shift officers and chief officers.
- Outside cameras for Station #1: \$45,000
 - There is a crew on site 24/7. People sleep and park there. Cameras are wanted as a deterrent and to be able to review any events.
- Cameras for Station #2: \$75,000

- Several community/city meetings have been held at this location. A recommendation was brought forth to have a better camera system to hold team and Zoom meetings.
- Could also be used for fire department training meetings
- Place one (1) camera in the apparatus bay

Mayor Dietrich inquired about the staffing request total of 4 and what the practicality was to finding people in the current market.

Fire Chief Thill did not believe the problem would be in the current market. There are some internal they could potentially draw from but may have to go externally. There are a lot of other departments requesting full time, such as Bloomington and Lakeville. Several want to be full time firefighters. For the Assistant Chief position, there is always people that want to move up.

Finance Director Amy Hove discussed the SAFER Savings Plan:

The Fire Department applied for a SAFER Grant through the Federal Government.

- The city was awarded one in 2022 for the hiring of 9 new employees
- The Grant covers 3 years of their salaries and benefits

The question is what happens in year 4. Staff built a 6-year plan that has the city levying a certain amount each year.

- For the first 3 years the city expense would be fully covered by the grant.
- For the first 3 years they are incrementally increasing the levy amount and setting the money aside in a savings account in the General Fund. This would be used when there is no longer a grant to pay for these positions.

Levy Plan:

- In 2022, budgeted \$150,000 of what they knew they were not going to spend, to put into a savings account for this plan
 - Net impact is zero
- In 2023 the levy is increased by \$175,000, bringing the total levy amount to \$325,000
- At the end of this year that \$325,000 is sent to the savings balance
- In 2024, anticipating a \$200,000 increase to the levy for savings bringing the total to \$525,000
- At the end of 2024, \$1 million dollars will have been saved up
- The second three-year period will be spending down that savings balance and continuing to incrementally increase the levy
- In 2025, anticipating a cost of \$1.26 million. Will use some of the savings and continue to increase the levy
- In 2028 will be able to fully absorb this cost within the levy component
- The savings account will be spent down by 2027

The reason the SAFER Savings Plan is not noted in activity columns is because it is budgeted for but will not spend it. The budget makes sure it is there, so they are levying for it.

Councilmember T'Kach referenced the total personnel cost \$3.5 million for 2023 and asked if that includes the 9 officers.

Finance Director Hove replied yes.

City Administrator Wilson provided an overview of the Community Development Department and the Administration Department Budget Requests:

Community Development Department:

- Includes the following divisions/functions:
 - Community Development Admin (2 FTE)
 - Planning (2 FTE)
 - Building Inspections (8.5 FTE)
 - Code Enforcement (1 full time)
 - Environmental Planner
- Economic Development activities happen within the Community Development Department but are budgeted in the EDA Budget.

Community Development Summary:

- Personnel, 81%
- Supplies & Services (software and training)
- Internal Allocations

She discussed Internal Allocations stating that the reason they do these allocations is when looking at the budget for a specific department, it gives a comprehensive picture of what it costs to operate that department. The city allocates:

- Technology
- City facility funds
- Central equipment (vehicles and fleet)
- Insurance

Noteworthy Items in Community Development:

- Estimated revenues from planning and building inspections have been reduced for 2024 due to reduced levels of development activity

Additional Requests:

- Continuing to modernize, automate, and move online the permitting system through building inspections via software called CityView. Additional modules can be used.

Administration Department:

- Offices of:
 - City Administrator (1.5 full time), ½ time support clerk
 - City Clerk (3 full time)
 - Human Resources (1.65 full time)
 - Communications (2 full time)
- Technology Division with GIS (6 full time). Funded through the General Fund.

Administration Noteworthy Items:

- Funding for all legal costs with LeVander, Gillen, & Miller, are coming into the Mayor and Council Budget
 - The police budget pays for criminal prosecution; uses a different law firm
 - If there is legal activity relating to development, it is charged back to the developer
- 2024 is a Presidential Election year. Requires the largest elections budget of the 4-year cycle
 - Includes potential Joint Powers Agreement (JPA) costs with Dakota County
 - There have been discussions on having the county do more of the absentee voting work. Costs would be divided up among the different jurisdictions.
 - There is money in the preliminary ask.
 - Staff would know before adopting the final budget of the year. If not, it can be taken out.

- Approximately \$30,000

Additional Requests:

- \$40,000 for new business licensing software for the city clerk's office (first year cost, tapers off to an estimated \$9-\$10,000 after it is up and running).
 - Business licensing is done through Excel spreadsheets. Would like to modernize.
- Additional .5% FTE for Communications and/or funds for additional consultant hours

Finance Director Amy Hove discussed the Finance Department:

- 7.5 FTE's
- Responsibilities:
 - Accounts Payable
 - Utility Billing & Accounts Receivable
 - Payroll
 - Cash Management & Investments
 - Accounting & Reporting
 - Budget (Operating & CIP)
 - 1 position dedicated to Parks/Rec (involves activities relating to the golf course, community center, parks, and recreation)

2024 Budget Finance:

- Personnel, 74%
- Internal Allocations
- Supplies & Services

There was a jump between 2022 activity and 2023 budget. This is related to Division Software. It was shifted from IT to Finance.

Finance Additional Requests:

- \$40,000 added to Division Software for continued work in the finance system
 - An initial review of finance software in 2021 identified numerous areas for improvements
 - Further review was done with the software vendor this year. Several areas need improvement.
 - There are some challenges with the way payroll is done
 - Departmental requests
 - Staff cannot solve/problem solve with departments until the foundational issues with the software are solved
- Staffing request for a full time Finance Utility Coordinator
 - Staff is struggling to create backups for functions
 - The utility area needs help. There is one full time utility billing person. Customer service is spread throughout the team to try to fill the gap.
 - Looking for someone with a higher skillset that can help with utility modeling
 - There are ongoing rate studies that need to be looked at/managed
 - Rates proposed
 - Several larger utility related work

The city has one current tax abatement, this is an annual abatement. It is based on the new value the project brought to the city. For a certain period of time, the increase in taxes that is due to the new growth paced in the project is abated back to the developer up to a certain amount.

- 2023 was the 1st year. It was \$33,000 because only some of that value came online

- 2024 is estimated at \$182,880
 - These payments should stabilize and be the same every year
- Abatement runs 10 years or less
- Maximum abatement is \$1.6 million dollars
- Abatement is considered a separate levy each year

Finance Director Hove discussed the General Fund Transfers Out:

- Parks Capital Replacement Transfer (Funds replacement needs in parks)
- EDA: In 2023 budgeted for a position/consultant
 - Anticipated funding: ½ out of the EDA fund balance, ½ part of this transfer
 - In 2024 it would be fully funded out of the transfer/levy

Recap of Larger Requests: (\$708,600):

- \$125,000 for new software or the expansion of existing software
- \$50,000 for Emerald Ash Borer (EAB)
- \$25,000 for Fire Station #3 Study
- \$75,000 towards expansion of mental health/physical health support services for Police & Fire
- Capital Requests:
 - \$152,000 Police - training room/space upgrades
 - \$36,600 Fire - Radio replacements
 - \$120,000 Fire - Cameras for buildings
 - \$125,000 Parks - additional chipper for shared use
 - Total: \$433,600

She stated that these were the larger items. It does not mean they have to be fully funded with a levy request. Alternative funding sources are still under consideration.

General Fund Revenues and Expenditures:

- \$2.46 million dollars in expenditure increases, 8% increase
- Non-Tax Revenues:
 - Licenses/Permits, Grants & State Aid, Charges for Services, Other Revenues
- Remaining Amount to be funded by the Property Tax Levy: \$27.4 million dollars, 10.3% increase to just the General Fund

Citywide Tax Levy by Fund:

- Total Levy Draft (all in): \$33 million dollars, 8.9% increase

Councilmember T'Kach inquired about how capital is defined. She thinks of capital as 10- and 20-year pieces of equipment.

Finance Director Hove replied capital is typically \$5,000, something is going to be 5-10 years of age. Software has been included because it is a larger ticket item. Software is sometimes classified as subscriptions or maintenance. There is an official definition of capital and how it is defined as a budget planning process.

Finance Director Hove mentioned when departments brought their individual staffing requests forward, there is a summary that was not included in the numbers shown. These are items done with Council feedback and City Administrator recommendations. Staff is looking to prioritize the request. It is a look at what it would cost if funding every position, other reclassifications, extra hours, and seasonal support the departments have put forward:

- Part time Communications Specialist

- Finance Utility Coordinator
- Police, full time Officer
- Fire, 3 full time Firefighters
- Fire, Assistant Chief
- Stormwater Maintenance Worker
- Full time Parks Maintenance Worker
 - Total: \$941,000 (estimated staffing cost)
 - \$55,000 in position reclassifications
 - \$53,000 in OT, Seasonal, Temp; above 3% assumption
 - Estimated cost to the General Fund: \$1,049,000

Taking it back to \$300,000 for 1% is about a 3.5% increase above where things sit today with the draft. She mentioned this presentation would be available on the website with directions to the link.

Councilmember T'Kach asked when the versions/percentages and their impacts on the average and median price of homes and businesses in the city would be sent out.

Finance Director Hove replied staff could begin running scenarios by the next Council meeting.

Mayor Dietrich referenced mental wellness covered by both Public Safety entities and questioned if there was a rate from a provider that would service both. She stated that she is struggling with the assumption of 5% for Parks and Recreation and Pavement Management. She mentioned pavement management definitely needs it. She requested additional insight into the parks and recreation portion.

Finance Director Hove responded on August 21st, staff would be bringing forward the pavement management budget and plans for the next five years and provide insight into pavement management such as terms of funding level and what they are planning to accomplish.

Mayor Dietrich mentioned the Pandemic highlighted the need for parks and recreation with mental, physical, and spiritual well-being. Some of those items could possibly be provided through searches for grants. They are not fundamental like public safety, streets, and water.

Finance Director Hove replied staff could bring something back that shows how the CIP might fit with or without the increase.

Councilmember Scales was appreciative of all who presented. This helps him understand, being it was his first time through the process.

Councilmember T'Kach asked if there have been conversations surrounding how some of the available federal dollars/infrastructure bills and state dollars might impact the budget. She asked if there was a plan coming forward, or a conversation on working with other cities to hire a contractor as a Grants navigator or go on our own to try to leverage those dollars in 2024 or going forward.

Finance Director Hove replied the current plan has been to comprehend the money coming in such as opioid dollars, public safety, and ARPA. The strategy is to try to determine the existing dollars identified and if they could be used to offset any of the requests. She mentioned the league keeps them informed when new opportunities present. Suggestions are sent to the proper departments.

Councilmember Gliva referenced ARPA funds and the possibility of doing a one-time/full community type of benefit and asked if there is a top five that can be used in the budget this year.

Finance Director Hove replied they need to be committed by the end of 2024 and spent on those commitments by the end of 2026. They are waiting on word back regarding the water treatment plant project. A park in the northwest area was one of the items Council expressed interest in and possibly funding the water treatment plant rehab. Staff intends to bring the ARPA discussion back to Council. If qualifying for the loan program, it may solve some the decisions to be made, then they could have a different conversation about ARPA.

Finance Director Hove discussed Next Steps:

- Follow up on Council questions
- Finalize and present City Administrator recommendations
 - Prioritization of staffing requests
 - Review alternative funding sources
- Review other, non-General Fund Budgets

Timeline, Future Meetings:

- August 21st Work Session:
 - Budget Reviews:
 - Community Center
 - Host Community Fund
 - Pavement Management
 - EDA
 - Debt Service
 - Convention & Visitors Bureau
- September 5th Work Session:
 - General Fund and Tax Levy
- September 12th Council Meeting:
 - Adopt Preliminary Tax Levy
 - Adopt Preliminary Budgets
- October 2nd Work Session:
 - Budget Reviews:
 - Inver Wood Golf Course
 - Water, Sewer, Storm Water
 - Central Equipment - Equipment requests for 2024
- November:
 - Additional budget discussions scheduled as needed
- December 4th Work Session:
 - Public meeting to discuss budget and tax levy and receive public input
- December 11th Council Meeting:
 - Adopt final tax levies
 - Adopt final budgets

She asked if there were any questions, what the Council was comfortable with, if there were suggestions, a cost level, or any investing interest for this year.

Councilmember Scales shared that he would like time to look things over and get back to the Finance Director. He said it would be difficult because he did not notice any wish list items, they were practical requests.

Councilmember T’Kach mentioned there is a lot of things that need to be caught up on as a city. This is before looking at stormwater, water treatment, and sewer. She agreed with taking time to look things over. She said the five-year history helped.

Councilmember Gliva referenced the 8.9% and then adding staff which brings it to 12%. She felt there should be a mix. She did not believe 12% is doable for herself personally, and for the community. She believes they should be able to get better than that. She agreed there were no wild asks and that it will take a lot of work to determine where they can decrease. She agreed with the need to look things over more. She was interested in knowing how surrounding cities are getting through this process. She commented with inflation from last year and the cost of supplies, she does not see expenses going down anytime soon.

Councilmember T’Kach said with inflation and cost increases, this is big but not shocking.

Finance Director Hove shared that staff realizes not all of these would be funded next year. They believe it was important to hear all requests. Staff is aware that there is still work to do.

Councilmember T’Kach mentioned value; where residents and businesses see value in the money they are investing with the city. She was hopeful to receive feedback from residents in the near future.

4. Adjourn:

Motion by Scales, second by Gliva, to adjourn the meeting at 9:13 p.m.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: September 25, 2023
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of September 6 – 19 , 2023.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of September 6 – 19, 2023. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$534,281.41
Special Revenue	57,067.15
Debt Service	-
Capital Projects	1,026,227.03
Enterprise	608,051.06
Internal Service	54,882.61
Escrows	127.00
Total - All Funds	\$2,280,636.26

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements listing (9.6.2023 - 9.19.2023)

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

RESOLUTION NO. __

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF

September 6, 2023 – September 19, 2023.

WHEREAS a detailed listing of disbursements for the period of September 6, 2023 – September 19, 2023, was presented to the council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that payment of the disbursements for the following fund types are approved:

Fund Type	Amount
General Fund	\$534,281.41
Special Revenue	57,067.15
Debt Service	-
Capital Projects	1,026,227.03
Enterprise	608,051.06
Internal Service	54,882.61
Escrows	127.00
Total - All Funds	\$2,280,636.26

Adopted this 25th day of September 2023 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report By Fund

Payment Dates 9/6/2023 - 9/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
PERA	INV0172848	09/01/2023	PERA POLICE & FIRE PLAN	101.203.2030600	3,283.21
PERA	INV0172849	09/01/2023	EMPLOYER SHARE (POLICE & F...	101.203.2030600	4,924.85
EFTPS	INV0172850	09/01/2023	FEDERAL WITHHOLDING	101.203.2030200	3,094.87
MN DEPT OF REVENUE (PAYR...	INV0172851	09/01/2023	STATE WITHHOLDING	101.203.2030300	1,438.85
EFTPS	INV0172852	09/01/2023	MEDICARE WITHHOLDING	101.203.2030500	901.58
MN FIRE SERVICE CERT BOARD	11728	09/07/2023	Firefighter II test for 2022 recr...	101.42.4200.423.50080	504.00
SHRED-N-GO, INC.	155472	09/07/2023	Remove 2 shred bins	101.41.1140.413.30700	35.00
SHRED-N-GO, INC.	155472	09/07/2023	Fire department shred bins	101.42.4200.423.30700	35.00
CULLIGAN	157985524824X083123	09/07/2023	bottled water svc	101.44.6000.451.40050	11.30
CULLIGAN	157985524824X083123	09/07/2023	bottled water	101.44.6000.451.60065	20.25
ELSA LITECRY	20230810	09/07/2023	Summer Camp- EcoElsa Ultim...	101.44.6100.452.30700	1,000.00
BLACKTOP PROS, LLC	23-0314	09/07/2023	road repairs - Old Concord dri...	101.43.5200.443.40046	5,800.00
DAWN LANNING - HHH RANCH	23-113	09/07/2023	Invoice for summer Horse Ca...	101.44.6100.452.30700	2,640.00
PINE BEND PAVING, INC.	23-2693	09/07/2023	Asphalt	101.43.5200.443.60016	311.50
M & J SERVICES, LLC	2799	09/07/2023	Culvert pipe installation - road...	101.43.5200.443.40046	3,905.00
WENDELL'S INC	2850802	09/07/2023	coin project	101.41.1000.413.30700	174.60
VERIFIED HOLDINGS, LLC	345618	09/07/2023	Pre-employment background ...	101.41.1120.413.30700	1,334.25
LOCAL GOVERNMENT INFOR...	53999	09/07/2023	Monthly LOGIS field ops 9.2023	101.42.4200.423.50072	215.00
CENTURY LINK	651-455-9072 8/19/2023	09/07/2023	telephone invoice fire Station 1	101.42.4200.423.50020	48.96
DAKOTA CTY FIRE CHIEFS ASSN	8/17/2023	09/07/2023	2023 Annual dues	101.42.4200.423.50070	100.00
G BOLTZ BOLTON	8/31/2023	09/07/2023	IGH Days Kids Court activities.	101.44.6100.453.30700	500.00
SPEED PRINT INC	89453	09/07/2023	fire watch forms	101.42.4200.423.50030	75.00
INNOVATIVE OFFICE SOLUTIO...	IN4304818	09/07/2023	office supplies	101.44.6100.459.60010	474.47
INNOVATIVE OFFICE SOLUTIO...	IN4306797	09/07/2023	CD Office Supplies	101.45.3000.419.60010	12.92
SAINT PAUL, CITY OF	IN55044	09/07/2023	Asphalt mix	101.43.5200.443.60016	8,374.46
ICMA RETIREMENT TRUST - 4...	INV0173212	09/08/2023	457 - ROTH AGE <50 %	101.203.2031400	952.18
ICMA RETIREMENT TRUST - 4...	INV0173213	09/08/2023	457 - ROTH AGE <50	101.203.2031400	505.00
ICMA RETIREMENT TRUST - 4...	INV0173214	09/08/2023	457 - ROTH AGE 50+	101.203.2031400	245.00
ICMA RETIREMENT TRUST - 4...	INV0173215	09/08/2023	457 -AGE <49 %	101.203.2031400	8,717.50
ICMA RETIREMENT TRUST - 4...	INV0173216	09/08/2023	457 -AGE 50+	101.203.2031400	2,585.29
ICMA RETIREMENT TRUST - 4...	INV0173217	09/08/2023	457 -AGE <49	101.203.2031400	6,888.38
ICMA RETIREMENT TRUST - 4...	INV0173218	09/08/2023	457 PLAN -AGE 50+ %	101.203.2031400	1,015.87
MN STATE RETIREMENT SYST...	INV0173219	09/08/2023	457 ROTH IRA (AGE 49 & UND...	101.203.2031400	510.00
AFSCME COUNCIL 5	INV0173220	09/08/2023	UNION DUES (AFSCME FULL S...	101.203.2031000	951.32
AFSCME COUNCIL 5	INV0173221	09/08/2023	UNION DUES (AFSCME FULL S...	101.203.2031000	41.96
MINNESOTA DEPARTMENT OF...	INV0173222	09/08/2023	CASE #001570640001	101.203.2032100	151.36
TEXAS STATE DISBURSEMENT...	INV0173223	09/08/2023	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF...	INV0173224	09/08/2023	CASE #001490481201	101.203.2032100	357.72
MINNESOTA DEPARTMENT OF...	INV0173225	09/08/2023	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF...	INV0173226	09/08/2023	CASE #001563363401	101.203.2032100	426.85
MINNESOTA DEPARTMENT OF...	INV0173227	09/08/2023	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF...	INV0173228	09/08/2023	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLEC...	INV0173229	09/08/2023	PARTICIPANT ID#0004986316	101.203.2032100	433.06
MEDSURETY ACH ONLY	INV0173230	09/08/2023	HSA ELECTION-FAMILY	101.203.2032500	3,847.76
MEDSURETY ACH ONLY	INV0173231	09/08/2023	HSA ELECTION-SINGLE	101.203.2032500	5,607.38
IGH PROFESSIONAL FIREFIGHT...	INV0173232	09/08/2023	UNION DUES (IAFF)	101.203.2031000	504.01
IUOE	INV0173233	09/08/2023	UNION DUES IUOE	101.203.2031000	1,829.00
LELS LOCAL #84	INV0173234	09/08/2023	UNION DUES (LELS)	101.203.2031000	2,448.00
LELS	INV0173235	09/08/2023	UNION DUES (LELS LIEUTENA...	101.203.2031000	270.00
MN STATE RETIREMENT SYST...	INV0173236	09/08/2023	MINNESOTA DEFERRED COM...	101.203.2031400	835.00
MN STATE RETIREMENT SYST...	INV0173237	09/08/2023	MINNESOTA DEFERRED COM...	101.203.2031400	827.52
PERA	INV0173238	09/08/2023	PERA COORDINATED PLAN	101.203.2030600	50,340.20
PERA	INV0173239	09/08/2023	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	3,872.41

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0173240	09/08/2023	PERA POLICE & FIRE PLAN	101.203.2030600	32,133.35
PERA	INV0173241	09/08/2023	EMPLOYER SHARE (POLICE & F...	101.203.2030600	48,199.93
ICMA RETIREMENT TRUST - 4...	INV0173242	09/08/2023	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,268.76
ICMA RETIREMENT TRUST - 4...	INV0173243	09/08/2023	ROTH IRA (AGE 50 & OVER)	101.203.2032400	538.46
ICMA RETIREMENT TRUST - 4...	INV0173244	09/08/2023	ROTH-AGE <49 %	101.203.2032400	52.85
LELS	INV0173245	09/08/2023	UNION DUES (LELS SGT)	101.203.2031000	472.50
EFTPS	INV0173246	09/08/2023	FEDERAL WITHHOLDING	101.203.2030200	73,714.37
MN DEPT OF REVENUE (PAYR...	INV0173247	09/08/2023	STATE WITHHOLDING	101.203.2030300	31,244.62
EFTPS	INV0173248	09/08/2023	MEDICARE WITHHOLDING	101.203.2030500	20,659.76
EFTPS	INV0173249	09/08/2023	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	54,111.10
PETTY CASH - WF PURCHASE ...	9/11/2023	09/11/2023	WF monthly fees 8.2023	101.41.2000.415.70440	186.35
MN DEPT OF LABOR & INDUS...	9/13/2023	09/13/2023	Monthly surcharge payment 8...	101.207.2070100	4,780.09
MN DEPT OF LABOR & INDUS...	9/13/2023	09/13/2023	Adjustment - correct beginnin...	101.207.2070100	-75.07
MN DEPT OF LABOR & INDUS...	9/13/2023	09/13/2023	Amount retained	101.41.0000.3414000	-95.60
MANGO ENTERTAINMENT LLC	1169	09/14/2023	Screen rental for summer Mov..	101.44.6100.453.30700	900.00
CONSERVATION CORPS MINN...	14350	09/14/2023	IGH natural resource projects	101.44.6000.451.70501	9,604.00
FIRST IMPRESSION GROUP	146292	09/14/2023	Fall Parks and Rec Brochure Pr...	101.44.6100.459.50030	5,617.85
FIRST IMPRESSION GROUP	146908	09/14/2023	Business Cards-Harrington	101.42.4000.421.50030	55.00
FIRST IMPRESSION GROUP	147101	09/14/2023	Emergency Response Cards	101.42.4000.421.50030	95.00
FIRST IMPRESSION GROUP	147231	09/14/2023	Commissioner appreciation e...	101.41.1000.413.30700	75.00
MARTIN-MCALLISTER	15581	09/14/2023	Pre-employment Psych. eval	101.42.4200.423.30700	3,750.00
CULLIGAN	157984591006X083123	09/14/2023	bottled water for FS1	101.42.4200.423.60065	97.18
CULLIGAN	157984591188X083123	09/14/2023	bottled water for station 3	101.42.4200.423.60065	86.50
CULLIGAN	157986034674X083123	09/14/2023	bottled water for station 2	101.42.4200.423.60065	205.99
MSFDA	180	09/14/2023	MN Fire Dept Assn conference...	101.42.4200.423.50080	275.00
DAKOTA CTY DISTRICT COURT	19WSCR2368351	09/14/2023	Bail money Joseph Pojar 2300...	101.207.2071000	300.00
DAJ ENTERPRISES LLC (ECO W...	2048	09/14/2023	compost	101.44.6000.451.60030	8,170.00
MATHESON TRI-GAS, INC.	28307014	09/14/2023	Oxygen Supply	101.42.4000.421.60065	90.74
ASPEN MILLS	318935	09/14/2023	Uniforms/clothing for reserve...	101.42.4000.421.60045	665.18
MAINSTREET DESIGNS, INC.	34828	09/14/2023	new design city flags	101.42.4200.423.60065	806.61
LOCAL GOVERNMENT INFOR...	53991	09/14/2023	Division Software	101.42.4000.421.50072	2,741.00
MN STATE FIRE CHIEFS ASSOC...	6224	09/14/2023	kitchen fire safety demo unit r...	101.42.4200.423.30700	75.00
LINDH, KEVIN	8/21/2023	09/14/2023	Balloon artist for IGH Days Kid...	101.44.6100.453.30700	732.00
CAMPBELL KNUTSON, P.A.	8/31/2023	09/14/2023	Monthly prosecution services ...	101.42.4000.421.30410	20,333.94
KENISON, TERRI	8/31/2023	09/14/2023	cleaning Stations 1,2 and 3	101.42.4200.423.30700	1,600.00
HOLIDAY COMPANIES	80901092300	09/14/2023	Squad washes	101.42.4000.421.40042	210.00
EMERGENCY TECHNICAL DEC...	848	09/14/2023	decon of turnout gear	101.42.4200.423.30700	711.65
MN MAYOR'S ASSN	9/1/2023	09/14/2023	MN Mayor's Association mem...	101.41.1000.413.50070	30.00
MCFOA	9/11/2023	09/14/2023	MCFOA Region 4 Meeting - Kat...	101.41.1140.413.50080	20.00
MADDEN GALANTER HANSEN,...	9/6/2023	09/14/2023	Labor relations thru 8/31/2023	101.41.1120.413.30420	120.00
KAREN D. BISTODEAU	9/8/2023	09/14/2023	Facepainting services for IGH ...	101.44.6100.453.30700	480.00
BILL RASCHER MECHANICAL I...	9390	09/14/2023	drinking fountain install at Oa...	101.44.6000.451.40040	2,650.00
DAKOTA 911	IG2023-10	09/14/2023	DCC general fund invoice 10.2...	101.42.4000.421.70502	61,559.10
DAKOTA 911	IG2023-10	09/14/2023	DCC general fund invoice 10.2...	101.42.4200.423.70502	6,839.90
GEOTAB USA, INC.	IN354611	09/14/2023	ProPlus plan monthly fees 9.2...	101.42.4000.421.50072	283.05
MACQUEEN EQUIPMENT INC	P19237	09/14/2023	new gas detectors	101.42.4200.423.60040	1,975.40
Fund 101 - GENERAL FUND Total:					534,281.41

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

NIHCA	106605	09/07/2023	NIHCA membership	205.44.6200.453.50070	449.00
LVC COMPANIES, INC.	121993	09/07/2023	repairs to dehumidifier	205.44.6200.453.40040	320.00
CULLIGAN	157011438908X083123	09/07/2023	softener salt	205.44.6200.453.60016	66.14
CULLIGAN	157011438908X083123	09/07/2023	softener salt	205.44.6200.453.60016	264.56
TAHO SPORTSWEAR	23TS3912	09/07/2023	staff uniforms	205.44.6200.453.60045	846.00
TAHO SPORTSWEAR	23TS3912	09/07/2023	staff uniforms	205.44.6200.453.60045	129.00
TAHO SPORTSWEAR	23TS4008	09/07/2023	staff clothing	205.44.6200.453.60045	144.75
PUSH PEDAL PULL	366329	09/07/2023	Stabilizer straps	205.44.6200.453.40042	252.00
SHERWIN-WILLIAMS CO.	5295-0	09/07/2023	paint & supplies for painting	205.44.6200.453.60016	100.43
BECKER ARENA PRODUCTS, IN...	609053	09/07/2023	soccer nets for turf	205.44.6200.453.60065	480.00
ACTIVE NETWORK, LLC	CB2023July_0208	09/07/2023	credit card chargeback - tax x 2	205.207.2070300	12.64
ACTIVE NETWORK, LLC	CB2023July_0208	09/07/2023	credit card chargeback - mem...	205.44.0000.3490100	177.36

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ARCHETYPE SIGNMAKERS	F105622	09/07/2023	new signs & parts for old signs	205.44.6200.453.40040	1,736.00
ARCHETYPE SIGNMAKERS	F105622	09/07/2023	new signs & parts for old signs	205.44.6200.453.40040	1,736.00
INNOVATIVE OFFICE SOLUTIO...	IN4304818	09/07/2023	office supplies	205.44.6200.453.60010	131.85
DANIEL BAUER	1057	09/14/2023	replaced AHU2 actuator	205.44.6200.453.40040	1,499.00
FIRST IMPRESSION GROUP	146292	09/14/2023	Fall Parks and Rec Brochure pr...	205.44.6200.453.50030	8,426.77
FIRST IMPRESSION GROUP	147569	09/14/2023	Printing of VMCC guest passes	205.44.6200.453.50030	170.00
FIRST IMPRESSION GROUP	147569	09/14/2023	Printing of VMCC Membership...	205.44.6200.453.50030	385.00
HUEBSCH SERVICES	20256169	09/14/2023	lobby mats	205.44.6200.453.40065	318.16
HUEBSCH SERVICES	20256169	09/14/2023	lobby mats	205.44.6200.453.40065	79.54
AQUA LOGIC, INC.	2681	09/14/2023	served ADA lift and UV	205.44.6200.453.40040	280.00
M & J SERVICES, LLC	2806	09/14/2023	ground down concrete pad at ...	205.44.6200.453.40047	675.00
AEP ONSITE PARTNERS, LLC	419-21450205	09/14/2023	Aug 2023 solar panels	205.44.6200.453.40020	5,921.65
AEP ONSITE PARTNERS, LLC	419-21450205	09/14/2023	Aug 2023 solar panels	205.44.6200.453.40020	6,013.66
BECKER ARENA PRODUCTS, IN...	609147	09/14/2023	skate rack	205.44.6200.453.60065	958.93
BECKER ARENA PRODUCTS, IN...	609147	09/14/2023	skate rack	205.44.6200.453.60065	958.93
MN DEPT OF LABOR & INDUS...	ABR0309989X	09/14/2023	VMCC boiler & pressure licens...	205.44.6200.453.50070	60.00
INNOVATIVE OFFICE SOLUTIO...	IN4266969	09/14/2023	office supplies	205.44.6200.453.60010	77.92
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					32,670.29
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
WINSUPPLY LAKEVILLE MN CO	410055-01	09/07/2023	VMCC arena lights to LED	206.44.6200.459.80200	1,521.00
WINSUPPLY LAKEVILLE MN CO	410055-03	09/07/2023	VMCC arena lights to LED	206.44.6200.459.80200	1,247.04
WINSUPPLY LAKEVILLE MN CO	410055-06	09/07/2023	VMCC Arena lights to LED	206.44.6200.459.80200	436.32
WINSUPPLY LAKEVILLE MN CO	410055-08	09/07/2023	VMCC Arena lights to LED	206.44.6200.459.80200	590.40
WINSUPPLY LAKEVILLE MN CO	410611-01	09/07/2023	VMCC Grove lights to LED	206.44.6200.459.80200	7,579.28
WINSUPPLY LAKEVILLE MN CO	410665-01	09/07/2023	VMCC lighting to LED	206.44.6200.459.80200	3,593.92
WINSUPPLY LAKEVILLE MN CO	410665-02	09/07/2023	VMCC lights to LED	206.44.6200.459.80200	61.30
WINSUPPLY LAKEVILLE MN CO	413404-01	09/07/2023	VMCC lights to LED	206.44.6200.459.80200	691.00
WINSUPPLY LAKEVILLE MN CO	414678-01	09/07/2023	VMCC Grove lights to LED	206.44.6200.459.80200	103.21
MERCURY TECHNOLOGIES OF...	24972	09/14/2023	recycle LED lights & misc	206.44.6200.459.80200	773.39
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					16,596.86
Fund: 290 - EDA-OPERATING FUND					
KRUEGER REAL ESTATE ADVIS...	8/31/2023	09/14/2023	August 2023 Invoice	290.45.3000.419.30700	7,800.00
Fund 290 - EDA-OPERATING FUND Total:					7,800.00
Fund: 401 - PARK CAPITAL REPLACEMENT					
LANDSCAPE STRUCTURES INC.	131763B	09/21/2023	South Valley play structure	401.44.5900.744.80300	200,989.96
FARRELL EQUIPMENT & SUPP...	64942	09/14/2023	box for IGH football associatio...	401.44.5900.744.60065	1,349.99
Fund 401 - PARK CAPITAL REPLACEMENT Total:					202,339.95
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
MINNESOTA/WISCONSIN PLA...	2023409	09/14/2023	Overlook Ridge playground ins...	402.44.6000.451.80800	38,335.56
M & J SERVICES, LLC	2808	09/14/2023	placed concrete base for park ...	402.44.6000.451.80800	980.00
M & J SERVICES, LLC	2809	09/14/2023	placed concrete pad for park s...	402.44.6000.451.80800	980.00
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					40,295.56
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
KIMLEY-HORN & ASSOCIATES, ...	25467930	09/07/2023	2024 PMI Feasibility analysis	440.74.5900.740.30300	15,758.50
BOLTON & MENK, INC.	316152	09/14/2023	Construction Services - Survey...	440.74.5900.740.30300	5,188.50
BOLTON & MENK, INC.	318758	09/14/2023	Construction Staking	440.74.5900.740.30300	96.50
BOLTON & MENK, INC.	318758	09/14/2023	Construction Staking	440.74.5900.740.30300	2,166.00
BOLTON & MENK, INC.	318758	09/14/2023	Construction Staking	440.74.5900.740.30300	96.50
BOLTON & MENK, INC.	318759	09/14/2023	Construction Services	440.74.5900.740.30300	11,536.50
MEYER CONTRACTING, INC.	7/17/2023	09/14/2023	Pay Voucher 2, Project 2023-...	440.74.5900.740.80300	747,849.02
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					782,691.52
Fund: 443 - TREE REPLACEMENT FUND					
EXPERT TREE SERVICE AND SC...	10072	09/14/2023	stump grinding in parks	443.74.5900.743.40047	900.00
Fund 443 - TREE REPLACEMENT FUND Total:					900.00
Fund: 500 - NW AREA CAPITAL PROJECTS					
DAKOTA CTY FINANCIAL SVCS	100040	09/14/2023	Improvements - TH 3/70th St...	500.74.5900.746.30700	374,011.25
Fund 500 - NW AREA CAPITAL PROJECTS Total:					374,011.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 510 - WATER-OPERATING FUND					
LVC COMPANIES, INC.	121992	09/07/2023	Building Maintenance	510.50.7100.512.40040	280.00
RADON ARMOR LLC	592	09/07/2023	Radon Test for water treatme...	510.50.7100.512.40040	150.00
MIDWEST TESTING	5924	09/07/2023	Meter testing	510.50.7100.512.30700	2,820.00
HAWKINS, INC.	6557783	09/07/2023	chemicals	510.50.7100.512.60019	17,838.51
HAWKINS, INC.	6557784	09/07/2023	Refund for Chemicals	510.50.7100.512.60019	-11,252.12
LONE OAK COMPANIES	9/6/2023	09/07/2023	Certification notice Postage (5...	510.50.7100.512.50035	216.67
LONE OAK COMPANIES	9/6/2023	09/07/2023	Utility bill postage (50%) 9.20...	510.50.7100.512.50035	716.75
VESSCO INC	91904	09/07/2023	Valve seats and clamping nuts	510.50.7100.512.60016	115.16
LONE OAK COMPANIES	92993	09/07/2023	Statement processing (50%) 0...	510.50.7100.512.30700	579.23
LONE OAK COMPANIES	92993	09/07/2023	Add'l Postage (50%) 08.2023	510.50.7100.512.50035	25.51
CORE & MAIN LP	T189357	09/07/2023	New water meters	510.50.7100.512.75500	6,651.60
LONE OAK COMPANIES	93216	09/14/2023	UT Delinquent Letter Processi...	510.50.7100.512.30700	254.00
Fund 510 - WATER-OPERATING FUND Total:					18,395.31
Fund: 520 - SEWER-OPERATING FUND					
LONE OAK COMPANIES	9/6/2023	09/07/2023	Certification notice postage (5...	520.51.7200.514.50035	216.67
LONE OAK COMPANIES	9/6/2023	09/07/2023	Utility bill postage (50%) 9.20...	520.51.7200.514.50035	716.75
LONE OAK COMPANIES	92993	09/07/2023	Statement processing (50%) 0...	520.51.7200.514.30700	579.22
LONE OAK COMPANIES	92993	09/07/2023	Add'l Postage (50%) 08.2023	520.51.7200.514.50035	25.52
METROPOLITAN COUNCIL	1161990	09/14/2023	waste water	520.51.7200.514.40015	181,505.90
LONE OAK COMPANIES	93216	09/14/2023	UT Delinquent Letter Processi...	520.51.7200.514.30700	254.00
Fund 520 - SEWER-OPERATING FUND Total:					183,298.06
Fund: 530 - STORM WATER-OPERATING					
EXPERT TREE SERVICE AND SC...	10008	09/07/2023	Tree removal - 2 willows and ...	530.74.5900.741.40066	3,800.00
EXPERT TREE SERVICE AND SC...	10020	09/07/2023	Storm water Maintenance	530.74.5900.741.40066	2,800.00
Fund 530 - STORM WATER-OPERATING Total:					6,600.00
Fund: 533 - STORM WATER-CAPITAL FUND NWA					
KIMLEY-HORN & ASSOCIATES, ...	160500060-0823	09/14/2023	Construction Phase Services	533.74.5900.748.30300	405.46
Fund 533 - STORM WATER-CAPITAL FUND NWA Total:					405.46
Fund: 550 - INVER WOOD GOLF COURSE					
BREAKTHRU BEVERAGE MINN...	111894218	09/07/2023	beer for resale	550.52.8300.524.76150	745.80
UNIFIRST CORPORATION	1410000296	09/07/2023	uniforms and towels	550.52.8600.527.60045	134.97
UNIFIRST CORPORATION	1410008517	09/07/2023	uniforms and towels	550.52.8600.527.60045	154.13
THE PROACTIVE SPORTS GRO...	1522600-00	09/07/2023	pull cart for resale	550.52.8200.523.76400	195.00
DENNY'S 5TH AVENUE BAKERY	15892	09/07/2023	breads for food resale	550.52.8300.524.76050	139.75
COVERALL NORTH AMERICA I...	1590030242	09/07/2023	Monthly cleaning svcs 9.2023	550.52.8500.526.40040	1,446.19
DENNY'S 5TH AVENUE BAKERY	16009	09/07/2023	breads for food resale	550.52.8300.524.76050	118.65
DENNY'S 5TH AVENUE BAKERY	16093	09/07/2023	breads for food resale	550.52.8300.524.76050	118.65
DENNY'S 5TH AVENUE BAKERY	16270	09/07/2023	breads for resale	550.52.8300.524.76050	139.75
DENNY'S 5TH AVENUE BAKERY	16271	09/07/2023	breads for food resale	550.52.8300.524.76050	118.65
SHAMROCK GROUP	2934240	09/07/2023	ice for bev resale	550.52.8300.524.76100	111.76
SHAMROCK GROUP	2934756	09/07/2023	ice for bev resale	550.52.8300.524.76100	126.74
COCA COLA BOTTLING COMP...	37354976010	09/07/2023	pop & water for resale	550.52.8300.524.76100	822.74
SUPERIOR TURF SERVICES INC	4449	09/07/2023	fertilizers for golf course	550.52.8600.527.60030	3,483.71
ARAMARK REFRESHMENT SER...	6025444	09/07/2023	coffee for resale	550.52.8300.524.76100	189.07
PLAISTED COMPANIES, INC.	64344	09/07/2023	supplies golf course - sand	550.52.8600.527.60020	5,751.86
PHILLIPS WINE & SPIRITS	6650680	09/07/2023	alcohol for resale	550.52.8300.524.76150	565.47
PERFORMANCE FOOD GROUP ...	69392803	09/07/2023	supplies	550.52.8300.524.60065	35.63
PERFORMANCE FOOD GROUP ...	69392803	09/07/2023	food & supplies for food resale	550.52.8300.524.76050	732.79
PERFORMANCE FOOD GROUP ...	69392803	09/07/2023	cups for bev resale	550.52.8300.524.76100	161.00
BIG TOP RENTAL, INC.	74529	09/07/2023	portable toilet retail	550.52.8600.527.40065	160.69
THE TORO COMPANY - NSN	964928-2023	09/07/2023	Toro NSN contract for irrigati...	550.52.8500.526.50072	2,679.00
HERITAGE LANDSCAPE SUPPLY...	0012385802-001	09/14/2023	rough recovery fertilizer	550.52.8600.527.60030	1,026.00
BREAKTHRU BEVERAGE MINN...	112002737	09/14/2023	beer for resale	550.52.8300.524.76150	504.65
MTI DISTRIBUTING CO	1400181-01	09/14/2023	equipment repair	550.52.8600.527.40042	19.25
MTI DISTRIBUTING CO	1401684-00	09/14/2023	equipment repair	550.52.8600.527.40042	24.21
MTI DISTRIBUTING CO	1401684-01	09/14/2023	equipment repair	550.52.8600.527.40042	392.44
MTI DISTRIBUTING CO	1401684-02	09/14/2023	equipment repair	550.52.8600.527.40042	108.44
MTI DISTRIBUTING CO	1402439-00	09/14/2023	equipment repair	550.52.8600.527.40042	2,470.78

Expense Approval Report

Payment Dates: 9/6/2023 - 9/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DENNY'S 5TH AVENUE BAKERY	16492	09/14/2023	breads for food resale	550.52.8300.524.76050	127.09
DENNY'S 5TH AVENUE BAKERY	16631	09/14/2023	breads for resale	550.52.8300.524.76050	118.65
DENNY'S 5TH AVENUE BAKERY	16683	09/14/2023	breads for food resale	550.52.8300.524.76050	110.21
ARTISAN BEER COMPANY	3626503	09/14/2023	beer for resale	550.52.8300.524.76150	369.25
COCA COLA BOTTLING COMP...	37456828007	09/14/2023	pop & water for resale	550.52.8300.524.76100	845.62
COCA COLA BOTTLING COMP...	37572335007	09/14/2023	pop & water for resale	550.52.8300.524.76100	364.60
COCA COLA BOTTLING COMP...	37572335009CR	09/14/2023	CO2 tank return	550.52.8300.524.76100	-75.00
DRAFT TECHNOLOGIES	9062301	09/14/2023	beer line cleaning	550.52.8300.524.40042	75.00
COPY RIGHT	93184	09/14/2023	Golf course pace cards	550.52.8000.521.50030	727.79
Fund 550 - INVER WOOD GOLF COURSE Total:					25,340.98

Fund: 603 - CENTRAL EQUIPMENT

MANSFIELD OIL COMPANY	24558699	09/07/2023	Fuel	603.140.1450060	13,479.42
WORLD FUEL SERVICES	390119427711-41801	09/07/2023	Stock Oil	603.140.1450050	1,108.75
WINSUPPLY LAKEVILLE MN CO	410609-01	09/07/2023	PW lights to LED's	603.00.5300.444.80200	6,790.01
WINSUPPLY LAKEVILLE MN CO	410609-03	09/07/2023	PW lights to LED	603.00.5300.444.80200	1,361.25
WINSUPPLY LAKEVILLE MN CO	414240-01	09/07/2023	Cold Storage lights to LED cred..	603.00.5300.444.80200	-70.98
WINSUPPLY LAKEVILLE MN CO	414241-01	09/07/2023	Cold Storage lights to LED	603.00.5300.444.80200	111.30
INVER GROVE FORD	5333009	09/07/2023	Cylinder assembly for squad c...	603.00.5300.444.40041	61.70
INVER GROVE FORD	5334040	09/07/2023	Rear lamp assembly	603.00.5300.444.40041	90.05
POMP'S TIRE SERVICE, INC.	980109394	09/07/2023	F250 tires	603.00.5300.444.60014	600.08
INTERSTATE POWERSYSTEMS	C001199013-01	09/07/2023	T/Boost sensor for fire truck	603.00.5300.444.40041	52.19
RUFFRIDGE-JOHNSON	IA25498	09/07/2023	Paver hose reel	603.00.5300.444.40042	347.87
MACQUEEN EMERGENCY GR...	P09696	09/07/2023	AC pump drain for Fire Truck	603.00.5300.444.40041	750.42
MERCURY TECHNOLOGIES OF...	24972	09/14/2023	recycle LED lights	603.00.5300.444.80200	201.54
Fund 603 - CENTRAL EQUIPMENT Total:					24,883.60

Fund: 605 - CITY FACILITIES

CULLIGAN	157985030228X083123	09/07/2023	softener salt	605.00.7500.460.60016	72.30
OPTION ONE MECHANICAL LLC	3388	09/07/2023	repairs to AAON RTU system	605.00.7500.460.40040	1,426.50
WINSUPPLY LAKEVILLE MN CO	410608-01	09/07/2023	FS #1 lights to LED	605.00.7500.460.80200	7,580.36
WINSUPPLY LAKEVILLE MN CO	410608-02	09/07/2023	FS #1 lights to LED	605.00.7500.460.80200	64.69
WINSUPPLY LAKEVILLE MN CO	410610-01	09/07/2023	PD lighting to LED	605.00.7500.460.80200	172.38
WINSUPPLY LAKEVILLE MN CO	410610-02	09/07/2023	PD lighting to LED	605.00.7500.460.80200	108.02
CRAWFORD DOOR SALES CO...	50911	09/07/2023	replaced operator unit for PD ...	605.00.7500.460.40040	1,976.12
CINTAS CORPORATION	5172836384	09/07/2023	first aid supplies	605.00.7500.460.60065	91.10
ARCHETYPE SIGNMAKERS	F105589	09/07/2023	new signs & replacement parts..	605.00.7500.460.40040	7,275.00
ARCHETYPE SIGNMAKERS	F105613	09/07/2023	CH fire extinguisher signage	605.00.7500.460.40040	2,444.50
DANIEL BAUER	1019	09/14/2023	FS #2 looked at exhaust fan to..	605.00.7500.460.40040	312.50
DANIEL BAUER	1059	09/14/2023	data rooms not cooling	605.00.7500.460.40040	410.00
DANIEL BAUER	1060	09/14/2023	Heat pump 20 charged	605.00.7500.460.40040	381.00
DANIEL BAUER	1061	09/14/2023	FS #1 - RTU switch replaced &...	605.00.7500.460.40040	704.00
DANIEL BAUER	1062	09/14/2023	FS #2 - replaced exhaust fan	605.00.7500.460.40040	3,120.00
APEC	125321	09/14/2023	CH/PD air filters	605.00.7500.460.60016	309.60
HUEBSCH SERVICES	20256168	09/14/2023	lobby mats	605.00.7500.460.40065	171.57
MERCURY TECHNOLOGIES OF...	24972	09/14/2023	recycle LED lights	605.00.7500.460.80200	198.16
AEP ONSITE PARTNERS, LLC	419-21450205	09/14/2023	Aug 2023 solar panels	605.00.7500.460.40020	3,181.21
Fund 605 - CITY FACILITIES Total:					29,999.01

Fund: 702 - ESCROW FUND

BOLTON & MENK, INC.	318760	09/14/2023	Construction Services	702.229.2304103	127.00
Fund 702 - ESCROW FUND Total:					127.00

Grand Total: 2,280,636.26



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: September 25, 2023

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 9.25.23



Request for Council Action

SUBJECT: **Temporary Gambling Permit for South Robert Street Business Association**

MEETING DATE: September 25, 2023
ITEM TYPE: Consent Agenda
CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the application of the South Robert Street Business Association for a temporary off-site gambling (raffles) permit for an October 28 event at the Loyal Order of Moose Lodge #1088, 5927 Concord Blvd.

BACKGROUND

The South Robert Street Business Association has submitted an application for an off-site gambling permit for October 28, 2023, to be held in conjunction with the Northern Dakota County Beyond the Yellow Ribbon Campaign for a Charitable Hockey Game Fundraiser. The South Robert Street Business Association is seeking approval from the City in order to conduct raffles at the Moose Lodge #1088, 5927 Concord Blvd after the hockey game fundraiser has been completed.

This year's 5th Annual Charity Hockey Game proceeds will benefit the family of former IGH Police Officer Ben Bidon.

FISCAL IMPACT

NA

RECOMMENDATION

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

ATTACHMENTS

1. Resolution Approving Temporary Off-Site Gambling Permit - So Robert St Bus Assn
2. 2023-10-28 LG230 App - South Robert St. Bus. Assn

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THE APPLICATION OF
SOUTH ROBERT STREET BUSINESS ASSOCIATION
TO CONDUCT TEMPORARY OFF-SITE GAMBLING – RAFFLES
AT THE LOYAL ORDER OF MOOSE LODGE #1088
5927 CONCORD BLVD**

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

WHEREAS, the South Robert Street Business Association has submitted an application to Conduct Off-Site Gambling – Raffles at the Loyal Order of Moose Lodge # 1088, 5927 Concord Blvd, Inver Grove Heights on the date of October 28, 2023.

NOW, THEREFORE, BE IT RESOLVED, By the City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the temporary application of South Robert Street Business Association to conduct Off-Site Gambling – Raffles.

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

Passed by the City Council of Inver Grove Heights this 25th day of September, 2023.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

MINNESOTA LAWFUL GAMBLING
LG230 Application to Conduct Off-Site Gambling

6/15 Page 1 of 2

No Fee

ORGANIZATION INFORMATION

Organization Name: South Robert St. Business Association License Number: 00726
Address: 260 Wentworth Ave E. Suite 230 City: West St. Paul, MN Zip: 55118
Chief Executive Officer (CEO) Name: Katherine M. Lowe Daytime Phone: 651-253-1380
Gambling Manager Name: Timothy G. Nowak Daytime Phone: 612-269-9471

GAMBLING ACTIVITY

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

From 10 / 28 / 23 to 10 / 28 / 23

Check the type of games that will be conducted:

☒ Raffle ☐ Pull-Tabs ☐ Bingo ☐ Tipboards ☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Loyal Order of Moose Lodge 1088

Street address and
City (or township): 5927 Concord Blvd Inver Grove Heights Zip: 55076 County: Dakota

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

Does your organization own the gambling premises?

☐ Yes If yes, a lease is not required.
☒ No If no, the lease agreement below must be completed, and signed by the lessor.

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

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

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

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

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

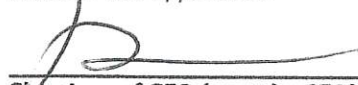
Acknowledgment by Local Unit of Government: Approval by Resolution

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

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

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

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



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

14/2023
Date

Mail or fax to:

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

No attachments required.

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

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

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

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

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

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



**Northern
Dakota County
Beyond the Yellow Ribbon**

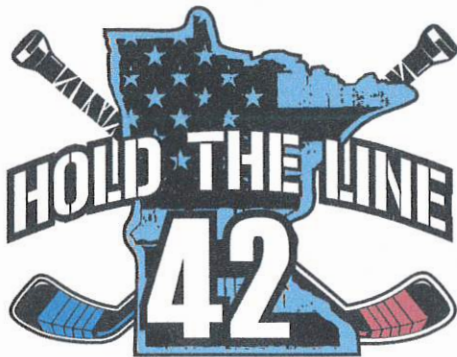
Donations can be made to NDC
Yellow Ribbon and designated
to the Bidon family

*"He played the Minnesota way.
He would certainly get under
the skin of the other players he
was playing with sometimes.
Would certainly earn some
minutes in the penalty box."
- Officer Trent Anderson*



CHARITY HOCKEY GAME

100% OF PROCEEDS GO TO THE FAMILY OF BEN BIDON



OCTOBER 28TH 2023

4PM | \$5 ENTRY Kids 6 and under are free

VETS ARENA - INVER GROVE HEIGHTS

Chuck - a - Puck, Raffle, & More!

**This year's 5th Annual Charity Hockey Game Proceeds will benefit
the family of Inver Grove Heights Police Officer Ben Bidon**

Ben died suddenly in April of 2023 leaving behind his wife and three beautiful girls. Ben (number 42) has been a constant for our charity hockey team, playing in every game we have hosted and numerous other charity tournaments. Ben was assigned as an Investigator with the Inver Grove Heights Police Department. He was also an active Team Lead on the Dakota County SWAT Team and a decorated Army Veteran. He is missed by many.

Raffle Baskets & Sponsorships are being accepted: email ewood@wspmn.gov

**After party to follow at the
Moose Lodge in Inver Grove Heights**





Request for Council Action

SUBJECT: **Declare Costs to be Assessed, Order Preparation of Proposed Assessments, and Call Assessment Hearing for 2023 Pavement Management Project 2023-09D - Dawn Way Area Improvements**

MEETING DATE: September 25, 2023

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions declaring costs to be assessed, ordering the preparation of proposed assessments, and calling for the assessment hearing for 2023 Pavement Management Project 2023-09D - Dawn Way Area Improvements.

BACKGROUND

City project 2023-09D - Dawn Way Area Street Rehabilitation was formally ordered by the Council on October 24, 2022, and awarded to Meyer Contracting, Inc. on March 13, 2023.

The estimated special assessments from the approved total project budget, as well as the projected final assessments for each project, are noted as follows:

Project	Estimated Assessments (at Time of Award/Budget Approval)	Proposed Assessments (at time of Project Completion)	Difference (Decrease)/Increase
2023-09D	\$2,609,024.00	\$2,357,213.58	(\$251,810.42)/-9.6%

The attached Resolutions are procedural in nature, with the first declaring costs and ordering the preparation of assessments, and the second calling for the public hearing to be held on October 9, 2023. These resolutions do not represent final action on the assessments, which will take place after the public hearing is held on October 9. All impacted property owners will receive a mailed notice of the public hearing and the proposed assessments for their property, in accordance with state law and City practice.

FISCAL IMPACT

As noted above, this specific requested action is procedural in nature and has no fiscal impact. The projects are funded by a combination of Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund, (Fund 521), Storm Water Capital Fund (Fund

531), Special Assessments and funding from the City of South St. Paul Funds as approved by the Council's March 13 action.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions.

ATTACHMENTS

1. Resolution - Declare Costs and Order Preparation of Assessments 2023-09D
2. Resolution - Call for Assessment Hearing 2023-09D

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

RESOLUTION NO. _____

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

**2023 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2023-09D – DAWN WAY AREA IMPROVEMENTS**

WHEREAS, work on the following project has been substantially completed to allow for the calculation of final project costs to be assessed:

2023 Pavement Management Initiative

City Project No. 2023-09D – Dawn Way Area Improvements

WHEREAS, Roadway improvements for City Project No. 2023-09D included pavement rehabilitation by means of reconstruction, full depth reclamation, partial reconstruction and mill & overlay, sidewalk improvements; storm improvements, curb improvements, utility adjustments, watermain improvements, sanitary pipe lining, and appurtenances related thereto on the following streets from 63rd Street to 66th Street: Craig Avenue, Corwin Court, 64th Street cul-de-sac, Coryell Court, Craig Ave cul-de-sac, Crosby Avenue, Dawn Way and Dawn Avenue; and the following streets between Craig Avenue and Dawn Avenue: 63rd Street, 64th Street, 65th Street and 66th Street; and Dawn Way from 63rd Street to Concord Boulevard, Cromwell Court, 61st Street from Dawn Avenue to Cromwell Court, Alley from intersection of Cromwell Court with 61st Street to 63rd Street; Dawn Avenue from 63rd Street to its north terminus, Delaney Alley from 64th Street to Dawn Avenue, 64th Street from Dawn Avenue to Delaney Ave, 66th Street from Dawn Avenue to Concord Boulevard, 67th Street from Dawn Way to Craig Avenue, 67th Court (west cul-de-sac) and 67th Court (east cul-de-sac) from 67th Street to their termini, and 60th Street cul-de-sac from Concord Boulevard to its terminus; and

WHEREAS, the total final estimated project cost for City Project No. 2023-09D is \$5,190,394.92, with the storm sewer and street improvement assessable costs being \$3,979,800.67.

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

1. The amount to be specially assessed for City Project No. 2023-09D is hereby declared to be \$2,357,213.58.
2. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

RESOLUTION CALLING FOR PUBLIC HEARING ON PROPOSED ASSESSMENTS

**2023 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2023-09D – DAWN WAY AREA IMPROVEMENTS**

WHEREAS, by a resolution of the City Council on Monday, September 25, 2023, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2023 Pavement Management Initiative

City Project No. 2023-09D – Dawn Way Area Improvements

WHEREAS, Roadway improvements for City Project No. 2023-09D included pavement rehabilitation by means of reconstruction, full depth reclamation, partial reconstruction and mill & overlay, sidewalk improvements; storm improvements, curb improvements, utility adjustments, watermain improvements, sanitary pipe lining, and appurtenances related thereto on the following streets from 63rd Street to 66th Street: Craig Avenue, Corwin Court, 64th Street cul-de-sac, Coryell Court, Craig Ave cul-de-sac, Crosby Avenue, Dawn Way and Dawn Avenue; and the following streets between Craig Avenue and Dawn Avenue: 63rd Street, 64th Street, 65th Street and 66th Street; and Dawn Way from 63rd Street to Concord Boulevard, Cromwell Court, 61st Street from Dawn Avenue to Cromwell Court, Alley from intersection of Cromwell Court with 61st Street to 63rd Street; Dawn Avenue from 63rd Street to its north terminus, Delaney Alley from 64th Street to Dawn Avenue, 64th Street from Dawn Avenue to Delaney Ave, 66th Street from Dawn Avenue to Concord Boulevard, 67th Street from Dawn Way to Craig Avenue, 67th Court (west cul-de-sac) and 67th Court (east cul-de-sac) from 67th Street to their termini, and 60th Street cul-de-sac from Concord Boulevard to its terminus; and

WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been calculated and the proposed assessment roll filed in the City Clerk's Office for public inspection.

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

1. A public hearing shall be held on October 23, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077 at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons present shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of public hearing on the proposed assessments to be published once in the City's official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Agreement with Tivity Health for Fitness Memberships and Services at the VMCC**MEETING DATE:** September 25, 2023**ITEM TYPE:** Consent Agenda**CONTACT:** Julie Dorshak, Recreation Superintendent, 651.450.2588

ACTION REQUESTED

The Council is asked to approve the attached agreement with Tivity Health to continue providing Silver Sneakers fitness membership and programs at the VMCC.

BACKGROUND

The IGH Parks and Recreation Department has several fitness program agreements that are supported by health and wellness organizations intended to promote fitness within the Veterans Memorial Community Center (VMCC). The VMCC works with companies that facilitate fitness programs offered by different insurance plans, which then allows members to be eligible for a program if they carry a qualifying insurance plan.

Agreements with these agencies allow the VMCC to have a variety of subsidy options for potential members to affiliate with.

The current plans offered at the VMCC include:

Health Agency	Program Agreement	Description of Membership Benefit
<u>Tivity</u> Health	Silver Sneakers and Prime	VMCC receives a monthly payment based on number of member visits from health agency.
<u>Ashlink</u> (American Specialty Health Incorporated/American Specialty Health Fitness)	Silver and Fit and Active and Fit programs	VMCC receives a monthly payment based on number of member visits from health agency.
Healthy Contributions/Optum Health Care Solutions/Fitness Passport Program	Renew Active and One Pass	VMCC receives a monthly payment based on member per visit from health agency.
NICHA (National Independent Health Club Association) Insurance Programs (<u>I.e.</u> Blue Cross Blue Shield, Medica, etc.)	Members pay full membership cost to VMCC	Member receives a reimbursement from NICHA for meeting check in quota.

The City has had an agreement with Tivity Health since October 5, 2006. By continuing this agreement, the VMCC can accept Silver Sneakers and Prime members and provide Silver Sneakers programming. Silver Sneakers is a health and fitness program designed for adults 65+ that is included with qualifying Medicare health plans. The VMCC currently has 1,179 people with Silver

Sneakers or Prime membership, which is the largest membership category at the facility. These programs are free to the user through their insurance provider and the facility receives reimbursement when the user uses the facility.

Staff reached out to Tivity Health this year to renegotiate program rates, which were last revised in 2018. The new agreement has a term beginning January 1, 2024 through December 31, 2026 and will automatically renew for successive one-year terms until either party terminates the Agreement.

FISCAL IMPACT

The current rate agreement includes a per-visit fee, with a monthly cap. The VMCC averages around \$8,000/month or \$92,000/year in revenue from this agreement. The increase will generate an additional \$0.25 per person per visit, yielding an estimated \$3,000-\$4,500 per year in additional revenue.

Product	Current Rates	Proposed Rates
Silver Sneakers	\$3.20/\$32.00	\$3.45/\$32.00
Prime	\$3.50/\$30.00	\$3.75/\$30.00

RECOMMENDATION

Staff recommends approval of the agreement with Tivity Health to continue to offer Silver Sneakers fitness memberships and services at the VMCC.

ATTACHMENTS

1. MN City of Inver Grove Heights RES PLA 08287_A224197

TIVITY HEALTH PARTNER LOCATION AGREEMENT

This Tivity Health Partner Location Agreement (this “**Agreement**”) is between **TIVITY HEALTH SERVICES, LLC** (“**Tivity Health**”), and the (“**Facility**”) named below. This Agreement is effective January 1, 2024 (“**Effective Date**”). Facility desires that it and its other locations listed on **Exhibit A-1** be included as a member of Tivity Health’s network of locations for the purposes of fitness memberships and/or offering Tivity Health’s programs, and Tivity Health desires Facility to be a member of Tivity Health’s network.

Facility. The undersigned Facility and any additional participating locations of Facility as mutually agreed to and set forth in **Exhibit A-1**, which have entered into this Agreement with Tivity Health to be part of its Tivity Health Network.

Facility Contact. Facility has designated the person named on **Exhibit A-2** as authorized to represent Facility in communicating with Tivity Health about this Agreement.

Pricing. Tivity Health will pay Facility the selected program fees in **Attachment A**.

Programs. Facility will offer each Tivity Health program marked in **Attachment A**.

Term. The term of this Agreement runs from the Effective Date through December 31, 2026 (“**Initial Term**”) and thereafter will automatically renew for successive one (1) year terms from January 1 to December 31 (“**Renewal Term**”), provided that after the Initial Term, either party may terminate this Agreement upon 120 days’ prior written notice of the expiration of the Renewal Term.

Terms & Conditions. This Agreement will be governed by the Standard Terms and Conditions attached hereto and incorporated by reference herein.

The Tivity Health materials on the Fitness Provider Portal (the “**Portal**”) are incorporated by reference as an integral part of this Agreement.

This Agreement supersedes any prior agreements and represents the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

Tivity Health and Facility each sign below to agree to be bound to the terms of this Agreement as of the Effective Date.

TIVITY HEALTH SERVICES, LLC

Name of Facility

Signature

Signature

Tivity Health Printed Name

Printed Name

Tivity Health Title

Title

Date

Date

ATTACHMENT A

Notices, Utilization Payment, Programs and Pricing

1. Notices to Facility and Tivity Health.

Facility Contact: Attached Exhibit A-2

Tivity Health Contact: Tivity Health PL Contracting Department
4031 Aspen Grove Drive, Suite 250
Franklin, TN 37067
Email: PLContracting@tivityhealth.com

2. Program Utilization Payment.

- a) Program Utilization Payment for Selected Tivity Health Programs. Tivity Health shall compensate Facility based on Program Participant Visits, with a maximum cap payment per Program Participant per month. As used herein, the term (“**Program Visit**”) shall mean one distinct occasion, recorded and reported by Facility in accordance with procedures specified in the Reference Guide, during which a Program Participant enters Facility to enroll in or use the Program. Tivity Health shall not compensate Facility for more than one Program Visit per day. (“**Program Participant**”) shall mean a member, who, after completing the Program enrollment, has used the Program at a facility in the Tivity Health Network at least once in a given month.
- b) Payment Schedule. Payment shall be processed for direct deposit by Tivity Health by the last day of the month following the month in which Program Visits occurred (the “**Following Month**”), provided Tivity Health receives Facility’s monthly utilization data by the fifth (5th) day of the Following Month. In the event utilization data is not received in a timely manner, payment may be delayed. Payment for monthly utilization received after the last day of the Following Month will be denied for non-timely filing and will not be eligible for reimbursement or appeal. Appeals must be brought to the attention of Tivity Health within thirty (30) days of receipt of payment; appeals brought at a later date will not be eligible for review.

3. Programs and Pricing. A description of each Program appears on the Portal: <https://fitness.tivityhealth.com>

- ☒ SilverSneakers® Fitness Program Including Tivity Health Proprietary Classes
\$3.45 per Program Visit up to \$32.00 per Program Participant per Month
- ☒ Prime® (Fully Subsidized for Members 18+)
\$3.75 per Program Visit up to \$30.00 per Program Participant per Month
- ☒ Prime Private Brand® (Commercial Member Pay Program)
\$3.75 per Program Visit up to \$30.00 per Program Participant per Month

STANDARD TERMS AND CONDITIONS

1. **Definitions.** All terms not defined herein will have the meanings given to them in the Partner Location Agreement between Tivity Health and Facility (the “Agreement”).

a) **“Confidential Information”** means this Agreement, the identity of any Tivity Health customer, Participant information and information a recipient should reasonably understand to be confidential given the nature of such information, including, without limitation, any Tivity Health IP.

b) **“Sponsoring Organization”** means any organization, employer group, health plan or subset thereof that is contracted with Tivity Health to provide the Program to its members and whose members may therefore utilize Facility in accordance with the terms of this Agreement. Facility shall provide the Program to eligible Members of all Sponsoring Organizations. Sponsoring Organization information shall be available to Facility, and such Sponsoring Organization information shall be incorporated herein by reference.

c) **“Participant”** means a Sponsoring Organization Program Participant, employee, dependent or other person eligible for the Program, determined by the Participant verification process outlined in the Reference Guide.

d) **“Program”** means each Tivity Health program elected in the Agreement and as described on the Portal.

e) **“Reference Guide”** means the procedures and guidelines set forth on the Portal for participation in the Tivity Health network.

f) **“Tivity Health IP”** means any and all intellectual property associated with the Program and tangible embodiments thereof, including, without limitation: the Portal, the Reference Guide; Program descriptions, processes and know-how; Tivity Health content on the Portal; and all data regarding activity at the Facility, such as utilization reports.

2. **Facility Responsibilities.** In exchange for the compensation to be paid by Tivity Health, Facility shall perform the following services:

a. **Program Implementation Process.** To prepare for Program commencement, Facility agrees to participate in the following 1) coordination with Tivity Health of electronic reporting containing the required data elements; 2) Tivity Health-scheduled and led training; and 3) Tivity Health’s evaluation of Facility to certify Facility’s preparedness to provide Program (the date by which each of these has been completed, the Ready Date.”)

b. **Staffed Hours.** Facility shall be appropriately staffed in accordance with professionally recognized standards of fitness programs a minimum of six (6) hours per day, Monday through Friday.

c. **Program Enrollment.** Facility shall enroll Participants in the Program in accordance with the protocol defined in the Reference Guide or other protocol mutually agreed between the Parties.

d. **Reporting Obligations of Facility.** Facility shall report Program utilization to Tivity Health on a monthly basis. Program utilization reporting shall consist of all 1) Program forms completed during the previous month as applicable; and 2) visits for the month. Facility shall prepare a report of daily visits and utilization from the month summarizing activity and containing the required data elements and submit it electronically to Tivity Health no later than the fifth (5th) day of the following month. The required file format, data elements and submission options are defined in the Reference Guide. The Parties to this Agreement shall work cooperatively to establish correct and acceptable electronic monthly utilization data reporting; Tivity Health may provide technical support to Facility if necessary.

e. **SilverSneakers® Program Advisor.** Facility shall designate one staff member as the SilverSneakers Program Advisor, who shall serve as a liaison to Tivity Health and as a resource person for SilverSneakers Participants utilizing the Tivity Health Network and is knowledgeable concerning all services provided by Facility to Participants.

f. **Guest Pass Program.** Facility shall provide Program services to persons presenting a Tivity Health guest pass. Properly documented guest visits will be counted the same as a Participant visit for purposes of calculating Facility’s compensation.

g. **Reference Guide.** Facility must comply with the Reference Guide to remain a part of Tivity Health’s network.

h. **Access to Program at No Charge.** Facility will provide all Participants access to the Program at no charge to the Participants.

i. **Tivity Health Network Reciprocity.** Facility will ensure that all of Facility’s locations listed in the Agreement allow access to all Participants.

j. **Membership Conversion.** Upon the Effective Date, Facility will inactivate any existing gym/facility membership relationship a Participant may have with Facility, which inactivation will be for the duration of the Agreement. Facility will not collect any monthly dues, cancellation fees, or other fees during the inactivation period. Upon termination of the

Agreement or the termination of a Participant's membership with a Tivity Health customer, Facility may re-activate that Participant's inactivated Facility membership.

k. Portal. Facility's participating locations will create and maintain user accounts on the web based Tivity Health Fitness Provider Portal. Facility shall utilize the Tivity Health Fitness Provider Portal to verify Participant eligibility and to obtain and access Tivity Health materials, including Sponsoring Organization information, training materials, Program forms, Program reports, and the Reference Guide.

l. Communications. Facility will coordinate all external communications through Tivity Health. Facility will immediately notify Tivity Health of all external inquiries regarding any Tivity Health Program, Tivity Health, or a Tivity Health customer.

m. Return of Materials. Facility will promptly return all Tivity Health Program materials upon termination of the Agreement or at Tivity Health's request.

n. Fraud, Waste and Abuse Training. Applicable Facility personnel will complete fraud, waste and abuse training as required by the Center for Medicare and Medicaid Services and provide confirmation of completion of same on the Portal.

o. Insurance. Facility will maintain commercially reasonable levels of general liability insurance in order to satisfy Facility's obligations to Tivity Health under this Agreement and as is reasonable and appropriate and industry-standard given Facility's business operations.

3. Use of Trademarks, Logos, and Copyrighted Materials. Each party grants the other a limited and non-exclusive right to use the other's trademarked or service-marked name, logo, identity, format, and materials solely for use for the purposes outlined in this Agreement (the "**Marks and Materials**"); provided, any use by Facility must be approved in advance and in writing by Tivity Health. Upon termination of the Agreement Facility will cease all use, advertising, marketing, and referencing of Tivity Health Marks and Materials. Nothing in the Agreement grants either party any right, title or interest in or to the Marks and Materials of the other party. All use by Facility of Tivity Health's Marks and Materials (including goodwill) will be for the sole benefit of Tivity Health.

4. Tivity Health IP. Tivity Health is the sole and exclusive owner of any and all Tivity Health IP, and nothing in the Agreement will alter Tivity Health's ownership rights in the Tivity Health IP whatsoever. Facility may not sell, license or otherwise transfer the Tivity Health IP.

5. Disagreements. If the parties have a disagreement, they will work in good faith to resolve it. Neither party will sue the other in front of a judge or jury; rather, all unresolved disagreements will be resolved exclusively by binding arbitration. Neither party will initiate, support, or otherwise participate in class action lawsuits, class-wide arbitrations, private attorney-general actions or the like against the other party.

6. Research Studies. Facility must seek prior written approval (which Tivity Health may decline in its sole discretion) from Tivity Health before undertaking any research or clinical study of Participants or Programs. Facility will provide study findings and results to Tivity Health prior to any publication or presentation of same. Tivity Health may withhold approvals hereunder in its sole discretion.

7. Compensation. Tivity Health will pay Facility the fees and rates set forth in the Agreement. Facility will be responsible to pay its own taxes on any payment received from Tivity Health.

8. Termination.

a. Early Termination. Notwithstanding any other provision of this Agreement, Tivity Health may terminate this Agreement at any time upon notice to Facility due to 1) closure of Facility, resulting in denial of Program services to Participants, without thirty (30) days' prior written notice to Tivity Health; 2) fraudulent Program utilization reporting by Facility; or 3) Tivity Health's reasonable determination that the health or safety of Participants may be in jeopardy if this Agreement is not terminated.

b. Bankruptcy. If at any time there is filed by or against a party to the Agreement a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if such action is not dismissed after 90 calendar days, the Agreement may be immediately terminated by the other party.

c. Material Breach. If either party breaches a material term or condition of the Agreement, the non-breaching party may terminate the Agreement on notice to the other party specifying the nature of the breach as long as the breach is not cured within 30 days after such notice.

d. Default. Tivity Health may at its sole discretion and without limiting its other remedies withhold payment of any amounts otherwise due to Facility if Facility commits an act of fraud or commits a material breach of the Agreement.

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e. Immediate Termination. Tivity Health may immediately terminate the Agreement upon notice to Facility in the event of (i) Facility closure; (ii) fraudulent reporting of Program utilization by Facility; (iii) Tivity Health's determination that a Participant's health or safety may be at risk; or (iv) Facility or any of its owners, employees, agents, or affiliates have been convicted of Medicare fraud or appear on any state or federal government exclusion list, including, without limitation, the System for Award Management or the Office of Inspector General's List of Excluded Individuals and Entities.

f. Termination for Convenience. Tivity Health may terminate the Agreement for convenience with 30 days prior written notice to Facility. In such case, Tivity Health shall have no further obligation or liability to Facility apart from the payment of fees owed.

9. Confidentiality. During the Term and at all times thereafter, Facility may not divulge to anyone or use in any way any Confidential Information.

10. Participant Contact. Facility agrees not to contact Participants during the Term of this Agreement regarding business matters of the Program, including, without limitation, switching health plans, disenrolling, enrolling with other health plans or similar entities, or contracting directly with Facility. Facility will not dissuade Participants from engaging in any Tivity Health Program.

11. Notices. All notices and other communications under this Agreement must be in writing, sent to the applicable contact listed in the Agreement, and will be deemed to have been duly given, made and received when sent by (a) electronic mail or (b) hand delivery, including by a recognized courier service.

12. Waiver of Claims. Unless caused by the gross negligence or intentional wrongdoing of Tivity Health, Tivity Health's customers, or any applicable government agency, Facility hereby waives and releases all claims (known and unknown) against Tivity Health, Tivity Health's customers, and applicable government agencies, and/or any of their respective officers, directors, shareholders, employees, affiliates or representatives (collectively, "Tivity Health Affiliates") sustained by Participants as a result of the Participant's engagement in the Program or any other activities undertaken in or sponsored by Facility.

13. Indemnification. Facility will indemnify, defend, and hold harmless Tivity Health and all Tivity Health Affiliates and their respective officers, directors,

shareholders, employees, and representatives from any and all Losses. For purposes of this Section 13, "Losses" means all claims, demands, suits, liabilities, damages, obligations, and expenses (including without limitation reasonable attorneys' fees) incurred by Tivity Health related to negligence or willful misconduct of Facility or its officers, directors, employees, agents or affiliates.

14. Cooperation in Defense. Tivity Health and Facility agree that, to the extent permitted by law, they will cooperate with one another in the defense of any claim arising from any acts of their respective officers, shareholders, employees, or agents and will give one another written notice of any claims arising in relation to the Agreement.

15. Miscellaneous.

a. Compliance with Federal and State Rules and Regulations. Facility will comply with all applicable federal and state rules and regulations regarding services provided to Participants.

b. Business License and Regulatory Standards. Facility will hold an active and unrestricted business license as required by law and meet occupational health and safety requirements and regulatory standards in the state and jurisdiction in which Facility operates.

c. Severability. Should any provision of the Agreement be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, in whole or in part, the offending provisions will not affect the enforceability of the other provisions.

d. Amendment of Agreement to Comply with Law. Tivity Health may amend this Agreement to comply with applicable law upon 60 days' prior written notice to Facility, and Facility may terminate this Agreement during such period if the amendment would have a demonstrable material adverse effect on Facility.

e. Applicable Law. The Agreement is governed by the laws of the State of Delaware, without giving effect to its conflicts of law's provisions, and each party submits to the exclusive jurisdiction of the courts of the State of Delaware.

f. Sale of Business/Transfer of Assets. Facility will notify Tivity Health in writing at least 90 days before it sells or transfers all or substantially all of its assets or business.

g. Survival. Sections 12 through 15 will survive termination of the Agreement, regardless of the reason for termination.

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EXHIBIT A-1

FACILITY INFORMATION

The information in the box below is intended for marketing purposes. Please confirm that it is accurate.

Facility Name: _____
 Physical Address: _____
 Mailing Address (if not the same as Physical Address): _____
 General Email: _____
 Phone Number: _____
 Web Site Address: _____

***To enable marketing of amenities and services are marketed, please designate your basic amenities below and all amenities upon initial log in to the Fitness Provider Portal.**

Amenity/Program	Offered as part of basic membership at no additional cost to Members
Cardiovascular Equipment	
Group Exercise/Aerobics Area	
Hot Tub/Whirlpool	
Resistance Training Equipment	
Steam and/or Sauna	
Swimming Pool – Seasonal (not available throughout the year)	
Swimming Pool – Year-Round	
Other	

TIVITY HEALTH PROGRAM ADVISOR: This individual will be the primary contact for the Tivity Health Account Executive to schedule training and will need access to Program Participant records.

Name: _____
 Title: _____
 Phone: _____
 Email: _____

TECHNICAL COORDINATOR: The Technical Coordinator shall be responsible for obtaining management approval for establishing a reporting method for all Facilities in Exhibit A-1 to this Agreement, and for all technical aspects of monthly Program Participant utilization tracking and data reporting.

Name: _____
 Title: _____
 Phone: _____
 Email: _____

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EXHIBIT A-2

CONTRACT ADMINISTRATOR

The Contract Administrator is an authorized signer on behalf of the company/organization and shall be responsible for all legal correspondence and Notices regarding the Agreement, have access to payment information for all Facilities in Exhibit A-1 to this Agreement, and be responsible for setting up Tivity Health Fitness Provider Portal accounts for Facility staff.

Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email: _____

CONFIDENTIAL

PROGRAM DESCRIPTIONS

SilverSneakers® Fitness Program – Including Tivity Health Proprietary Classes Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a fully subsidized program that includes SilverSneakers exercise classes and basic fitness membership services, which may include other Tivity Health services, for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program Brands include SilverSneakers® Fitness program, and other brand names for the Mature Market Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

- a) Tivity Health Proprietary Classes. Facility shall provide the Tivity Health group exercise classes as selected on the Fitness Provider Portal. Each week, Facility shall provide at least one (1) Tivity Health class a minimum of two (2) days during such week on non-consecutive days, and additional Tivity Health classes may be provided at any frequency. All Tivity Health classes shall be offered during Participants' primary hours of utilization. Facility agrees to add additional classes if the current classes remain at capacity for four (4) or more consecutive weeks, or as demand dictates, and will solely bear the costs of adding such classes. "At capacity" means, with respect to a particular class, that all available spaces in such class are filled by attendee Participants. Facility and Tivity Health agree to work cooperatively to add optional Tivity Health classes as needed. Facility also agrees, no less than quarterly, to update or validate the Fitness Provider Portal to accurately document which Tivity Health classes are currently being offered at Facility.
- b) Tivity Health Proprietary Class Equipment. Facility shall be responsible for maintaining and replenishing the equipment and shall comply with the exact specifications for this equipment as defined in the Reference Guide.
- c) Instructor and Facility Staff Training. Facility staff who have regular contact with Participants are required to participate in Tivity Health training prior to commencement of the Program and as needed thereafter to account for staff turnover to ensure proper service for Participants. Tivity Health shall provide instructor training on the Instructor Resource Center available at <https://instructor.tivityhealth.com>. The Tivity Health Instructor Resource Center will provide Facility instructors with the necessary guidelines to teach Tivity Health Proprietary Classes according to Program specifications.
- d) Instructor and Facility Staff Qualifications. All fitness professionals who come in contact with Participants shall be qualified for their respective positions. All group exercise instructors must 1) possess current CPR certification and 2) be eighteen years of age or older. Each instructor teaching a Tivity Health Proprietary class must complete the Tivity Health Foundations Training on the Instructor Resource Center prior to teaching. Instructor training for other Proprietary Class options will be available on the Instructor Resource Center. Facility shall also agree to update or validate the instructor certification information on the Instructor Resource Center on a quarterly basis.

Prime® (Fully Subsidized for Participant) Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization as a Commercial Fully Subsidized Program; The Program includes basic fitness membership services for Participants provided through a network of facilities; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. Program Brands include Prime®, Prime MCA, and other brand names for the Commercial Fully Subsidized Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

Prime Private Brand® (Participant Pay Program) Program Description:

In exchange for the compensation to be paid by Tivity Health, Facility shall offer the Program to Participants of the Sponsoring Organization a Commercial Participant Pay Program; also included in the Program are all facets presented in the Terms and Conditions section of the Partner Location Agreement. For purposes of this Program, Participant Pay is defined as a monthly payment made by Participant to Tivity Health to participate in the Program. Program brands include Prime PB and other brand names for the Commercial Participant Pay Program communicated to Facility by Tivity Health from time to time.

- a) Introductory Orientation for Prime Participants. Facility shall offer the Program to all Participants identified by Tivity Health as eligible for the Program. In addition to a basic fitness membership at no cost to the Participant, Facility shall provide Participants with an added value program component (i.e., a thirty (30) minute personalized orientation session or personal training session).

Request for Council Action

SUBJECT: **Resolution Approving Encroachment Agreement for
5878 Blackberry Bridge Path**

MEETING DATE: September 25, 2023
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving an encroachment agreement between the City and the owners of 5878 Blackberry Bridge Path.

BACKGROUND

The property at 5878 Blackberry Bridge Path currently has a short retaining wall supporting a driveway that services the residence. Settlement of the driveway and retaining wall has prompted the homeowners to pursue replacement of the wall and driveway to prevent any further damage to the home or surrounding features. The location of the wall and portions of the driveway are located within drainage and utility easements on the property. The homeowners have submitted a building permit to accommodate reconstruction of the wall and driveway within the current footprint and City easement.

The City has identified future construction in the area as part of its Capital Improvement Program and has concerns regarding potential impacts of the construction on the driveway and retaining wall as proposed, which are considered permanent features and within City easements. The purpose of the encroachment agreement is to detail the property owners' responsibilities for maintenance of the retaining wall, and ensure the City is not liable for costs of replacement or repair of the retaining wall should it be impacted as a result of future City project work.

FISCAL IMPACT

Fiscal impacts are mitigated within the attached encroachment agreement.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution - Approving Encroachment Agreement 5878 Blackberry Bridge Path
2. Encroachment Agreement - 5878 Blackberry Bridge Path

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

RESOLUTION NO. _____

**RESOLUTION APPROVING ENCROACHMENT AGREEMENT FOR
5878 BLACKBERRY BRIDGE PATH**

WHEREAS, the City received a building permit from the homeowners located on Lot 4, Block 3, of the Foresthaven plat (5878 Blackberry Bridge Path); and

WHEREAS, the building permit is for the demolition of the current driveway and retaining wall and construction of a new retaining wall and driveway within City drainage and utility easements; and

WHEREAS, the City identifies this as permanent Landowner Improvements within City easement; and

WHEREAS, the City has identified potential future construction within the Forest Haven development that may affect the identified permanent Landowner Improvements; and

WHEREAS, staff recommend entering into an encroachment agreement with the Landowners so as to mitigate future cost and impact as a result of City roadway and other potential improvements within City easements on the property.

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

1. The Mayor and City Clerk are hereby authorized and directed to execute the agreement, and thereby assume for and on behalf of the City all the contractual obligations contained therein.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 4, BLOCK 3, FOREST HAVEN, AND WITHIN THE ADJACENT PLAT
DEDICATED RIGHT-OF-WAY
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 4, BLOCK 3, FOREST HAVEN, AND THE ADJACENT PLAT DEDICATED RIGHT-OF-WAY INVER GROVE HEIGHTS (Agreement) is made this ____ day of _____, 2023, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Bradley E. Hepper and Janna T. Hepper, husband and wife (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained the parties agree as follows:

**ARTICLE 1
TERMS**

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

1.1.1. Adjacent City Right-of-Way. “Adjacent City Right-of-Way means that plat dedicated right-of-way located adjacent to the Subject Land as shown on the plat of FOREST HAVEN.

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

1.1.3. City Easement. “City Easement” means the following easement located on the Subject Land:

The platted drainage and utility easement located on the Subject Land dedicated in the plat of FOREST HAVEN, Dakota County, Minnesota.

- 1.1.4. City Easement Improvements.** “City Easement Improvements” means all existing and future bituminous roadway, curb and gutter, sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances owned by the City and lying within the Adjacent City Right-of-Way or City Easement now or in the future.
- 1.1.5. City Utility Costs.** “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, construction, expansion, maintenance or replacement of the City Easement Improvements located in the City Easement and Adjacent City Right-of-Way and the placement of additional City Easement Improvements in the City Easement and Adjacent City Right-of-Way. City Utility Costs include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area and Adjacent City Right-of-Way, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily or permanently removing the Landowner Improvements and any costs for replacing the Landowner Improvements in the City Easement or Adjacent City Right-of-Way, if such costs have not already been paid by the Landowners.
- 1.1.6. Construction Plan.** “Construction Plan” means the survey prepared by Lot Surveys Company, Inc. and dated November 22, 2002, submitted to the City on September 6, 2023, in connection with the Landowners’ application for building permit number PRBD2023002471, as revised and marked up by the Builder. The Construction Plan is attached as **Exhibit A** and shows the location of the existing Landowner Improvements.
- 1.1.7. Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from its independent contractors or engineers.
- 1.1.8. Formal Notice.** “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Bradley and Janna Hepper
5878 Blackberry Bridge Path
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.

- 1.1.9. Landowner or Landowners.** “Landowner” or “Landowners” means Bradley E. Hepper and Janna T. Hepper, husband and wife, and their assigns and successors in interest with respect to the Subject Land.
- 1.1.10. Landowner Improvements.** “Landowner Improvements” means the existing bituminous driveway, boulder retaining wall, lighting, and related improvements and any replacement of the same that may be constructed in the future and located within the City Easement or the Adjacent City Right-of-Way.
- 1.1.11. Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.
- 1.1.12. Subject Land.** “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 4, Block 3, FOREST HAVEN, Dakota County, Minnesota,
according to the recorded plat thereof.

ARTICLE 2
RECITALS

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

Recital No. 2 The City Easement is located on the Subject Land and the Adjacent City Right-of-Way is located next to the Subject Land. The City Easement Improvements are located within the City Easement and Adjacent City Right-of-Way and future City Easement Improvements may be located within the City Easement and Adjacent City Right-of-Way.

Recital No. 3. Landowner has requested permission from the City to construct and reconstruct the Landowner Improvements within the City Easement and Adjacent City Right-of-Way for the benefit of the Subject Land.

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

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance, construction, expansion, and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement and Adjacent City Right-of-Way.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area or Adjacent City Right-of-Way.
- d.) The Landowner agrees to modify or remove the Landowner Improvements if the Landowner Improvements are determined by the City Engineer to interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3 **AGREEMENTS**

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

The Landowner shall not place any other structures within the City Easement or Adjacent City Right-of-Way except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

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

3.3 Continuing Right To City Easement and Adjacent City Right-of-Way.

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

3.4 Subordinate Position of Landowner Improvements.

The Landowner Improvements are subordinate to the rights of the City in the City Easement, Adjacent City Right-of-Way, and in the City Easement Improvements.

3.5 Risk of Loss.

The Landowner understands and agrees that the Landowner Improvements within the City Easement and Adjacent City Right-of-Way may be adversely affected by City use of the City Easement and Adjacent City Right-of-Way. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing, maintaining, replacing, and constructing the Landowner Improvements in the City Easement area and Adjacent City Right-of-Way.

3.6 Landowner To Bear Cost of Relocating or Removing Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement and Adjacent City Right-of-Way.

The City may require the Landowner to temporarily remove the Landowner Improvements in the City Easement or Adjacent City Right-of-Way in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or constructing future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Section 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may remove the Landowner Improvements and in such case the Landowner shall reimburse the City for the costs and expenses relating to removal of the Landowner Improvements. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice

within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special

assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

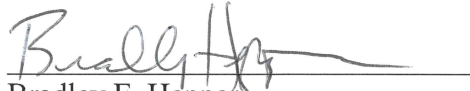
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

LANDOWNER:

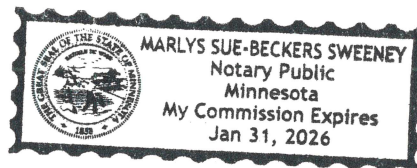

Bradley E. Hepper


Janna T. Hepper

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 20th day of Sept, 2023, before me a Notary Public within and for said County, personally appeared Bradley E. Hepper and Janna T. Hepper, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

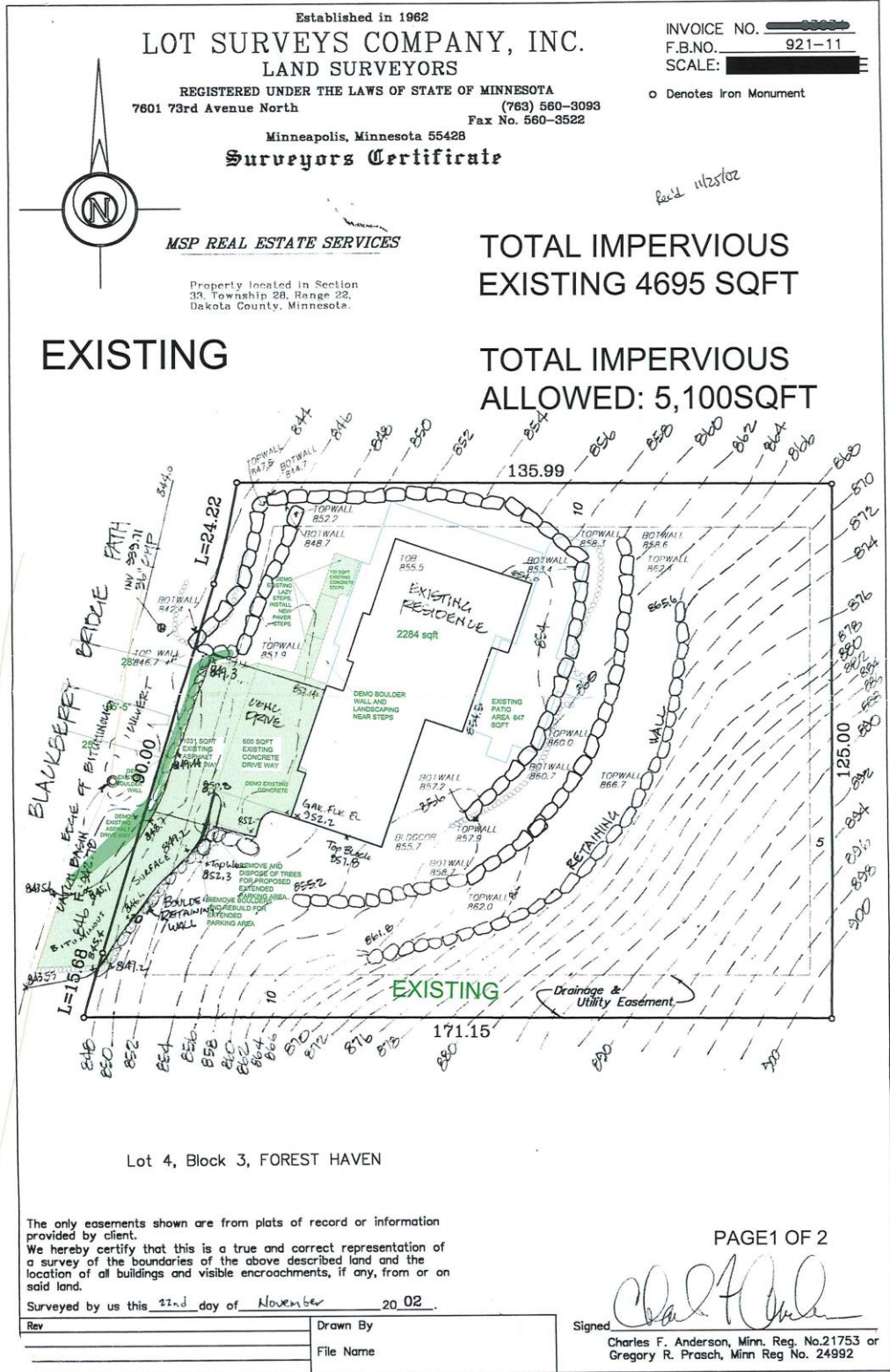

Notary Public



This instrument was drafted by:
Bridget M. Nason, # 0347322
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651)451-1831

After recording, please return to:
Bridget M. Nason, # 0347322
LeVander, Gillen & Miller
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651)451-1831

EXHIBIT A CONSTRUCTION PLAN



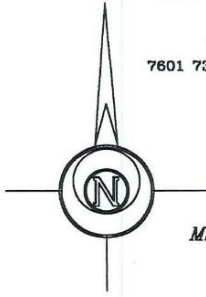
Established in 1962
LOT SURVEYS COMPANY, INC.
 LAND SURVEYORS

REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA
 7601 73rd Avenue North (763) 560-3093
 Minneapolis, Minnesota 55428 Fax No. 560-3522

Surveyors Certificate

INVOICE NO. 83034
 F.B.NO. 921-11
 SCALE: 1"=40'

o Denotes Iron Monument



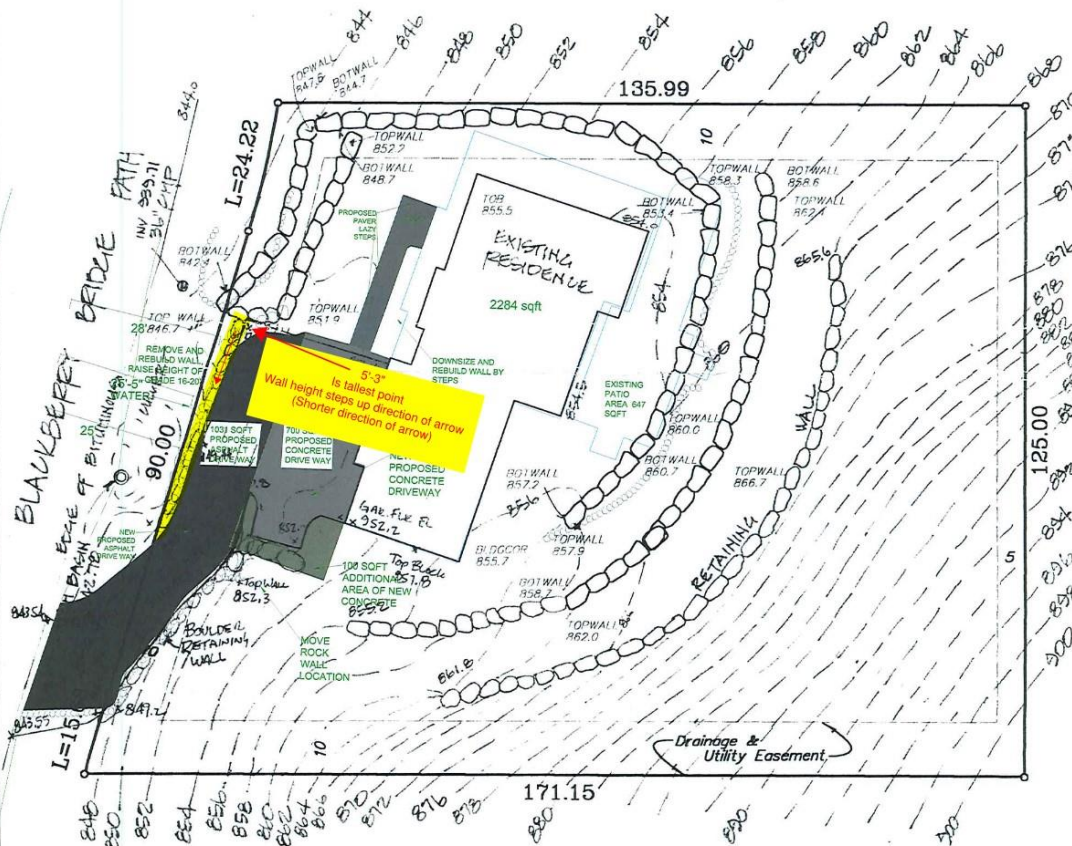
MSP REAL ESTATE SERVICES

Property located in Section
 34, Township 28, Range 22,
 Dakota County, Minnesota.

**TOTAL IMPERVIOUS
 PROPOSED: 4,795 SQFT**

PROPOSED

**TOTAL IMPERVIOUS
 ALLOWED: 5,100SQFT**



Lot 4, Block 3, FOREST HAVEN

The only easements shown are from plats of record or information provided by client.
 We hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land and the location of all buildings and visible encroachments, if any, from or on said land.

Surveyed by us this 22nd day of November, 2002.

Rev	Drawn By
	File Name

Signed Charles F. Anderson
 Charles F. Anderson, Minn. Reg. No. 21753 or
 Gregory R. Prasch, Minn. Reg. No. 24992

PAGE 2 OF 2



Request for Council Action

SUBJECT: **Service Agreement with Wellness that Fits, LLC**

MEETING DATE: September 25, 2023

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to approve the attached Services Agreement with Wellness That Fits, LLC.

BACKGROUND

The Police Department has previously used Ellie Mental Health Services in St. Paul for mental health wellness check-up and support services for employees. However, the individual providers that the Department used recently branched off from Ellie Mental Health and created a new mental health company called Wellness that Fits. The attached agreement will allow staff to continue with the providers they have already established a relationship with.

FISCAL IMPACT

There is no additional impact as money was already budgeted for the 2023 fiscal year for mental health services, we are just adding this provider as an option.

RECOMMENDATION

The Council is asked to approve the attached Services Agreement with Wellness that Fits, LLC.

ATTACHMENTS

1. Services Agreement with Wellness that Fits, LLC



Services Agreement

This Services Agreement (the “Agreement”) is made and entered into as of the date the last party executes this Agreement (the “Signature Date”) between Wellness That Fits, LLC, A Minnesota Limited Liability Company (“Company”), and the City of Inver Grove Heights, a Minnesota municipal corporation (“Client”).

Agreement

- 1. Term of Agreement:** This agreement will become effective when signed by both parties and will extend through the end of December of that year. This Agreement will then automatically renew for successive one-year periods beginning January 1st of the following year unless either party notifies the other party in writing at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed.
- 2. Services:** The Company agrees to provide the following services:
 - Wellness Check-ins
 - Therapy
 - Critical Incident and Traumatic Event Response
 - Peer Support Team Development and Clinical Leadership
 - TrainingSpecifications of these services are outlined in Exhibit 1.
- 3. Compensation:** Client agrees to pay Company for the performance of the Services at the rates outlined in Exhibit 1.
- 4. Qualifications.** Company will ensure that each individual providing services to Client:
 - 4.1** Is qualified in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations.
 - 4.2** Maintains in good standing and without limitations, exceptions, or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services;
 - 4.3** Has passed a background check, if required by law
 - 4.4** Has demonstrated competency to perform the Services
 - 4.5** Is physically and mentally capable of performing the Services
- 5. Expenses:** Company shall furnish, at Company’s sole expense, the equipment, supplies, and other materials required or used by Company to perform the Services. It is expressly understood that the Company is an “independent contractor” and its employees are not employees of the

Client. The Company shall have control over the manner in which the Services are performed under this Agreement.

6. Insurance Requirements. The Company, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Company shall maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The Client, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.
- B. Automobile Liability. If the Company operates a motor vehicle in performing the Services under this Agreement, the Company shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
- C. Professional (Errors and Omissions) Liability Insurance. The Company shall maintain professional liability insurance for all claims the Company may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Company's professional services required under this Agreement. The Company is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Company shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Company to fulfill this requirement.

Workers' Compensation. The Contractor shall provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.

7. Invoices: Company will submit invoices to Client for Services performed once per month. Company will include on each invoice a description of the Services performed, time spent performing the Services, and the date the Services were performed.

8. Payment: Client shall pay Company invoiced amounts within thirty (30) calendar days after receipt. In the instance of a good faith dispute, the parties agree to work together to resolve the dispute in a prompt manner. Past due invoices shall bear interest at an annual rate of ten percent (10%). Upon termination of this Agreement for any reason, Client shall pay the Company for any Services performed prior to termination

9. Termination: This Agreement may be terminated under the following circumstances:

9.1 By mutual consent of the Company and Client

9.2 By either party with 30 days' written notice to the other party

9.3 Immediately upon breach of this Agreement by the Company or the Client

10. Indemnification: To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the Client, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Company's negligence or the Company's performance or failure to perform its obligations under this Agreement. The Company's indemnification obligation shall apply to the Company's subcontractor(s), or anyone directly or indirectly employed or hired by the Company, or anyone for whose acts the Company may be liable. The Company agrees this indemnity obligation shall survive the completion or termination of this Agreement.

11. Confidential Information: Company acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Company in order for Client to advertise services under this Agreement. Company acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Company. Accordingly, Client will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Company without Company's prior written permission except to the extent necessary to perform services on Company's behalf. Company further agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Company understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Company in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Company must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Company 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.

12. Applicable Law: This Agreement will be governed by Minnesota law, without giving effect to conflict of laws principles.

Signatures

Company/Owner: _____
Printed Name

Signature Date

Client: _____
Printed Name

Signature Date

EXHIBIT 1

Services and Fees

1. Annual Wellness Check-ins

Wellness Check-ins are an opportunity to meet with a mental health professional and discuss your overall wellness. Wellness Check-ins are up to 50 minutes in length and are not therapeutic in nature. Additional resources and recommendations may be provided by the mental health professional to the recipient, and they may choose to engage in further services at their leisure.

- Mandatory wellness check-ins are for approximately 50 individuals to include all licensed peace officers and civilian staff.
- Wellness check-ins will take place across the months of October and November.
- Cancellations and Missed Appointments: In the event of a no-call, no show, the Client will be billed at the full rate. In the event of a cancellation within 24 hours, the Client will be billed at the full rate. In the event of a late cancellation within 24 hours due to a work-related incident, the Client will not be billed. In the event of a cancellation outside of 24 hours, the Client will not be billed.
- **Fee:** \$125 per session

2. Critical Incident and Traumatic Event Response

The World Health Organization defines a critical incident as an event out of the range of normal experience – one which is sudden and unexpected, involves the perception of a threat to life and can include elements of physical and emotional loss. Any employee who believes they have experienced a critical incident and wants to receive services will have the opportunity for up to five sessions with a Wellness That Fits provider who has experience working with law enforcement.

In the event of a critical incident, Wellness That Fits can provide the following services:

- Outreach: When provided a list of those involved in a critical incident, a therapist can reach out to each person, check-in, and offer an appointment. (**Fee:** \$150/hr, billed in 15 min. increments)
- Debriefing: A trained therapist can work with the peer support team to provide a critical incident stress debriefing to those impacted by the incident. (**Fee:** \$150/hr)
- Critical Incident Sessions: Up to five sessions per critical incident per individual (**Fee:** \$150/hr)

In the event of a traumatic event, Wellness That Fits can provide the following services:

- Outreach: When provided a list of those involved in a traumatic event, a therapist can reach out to each person, check-in, and offer an appointment. (**Fee:** \$150/hr, billed in 15 min. increments)
- Traumatic Event Sessions: These would come from the pool of sessions for the agency

3. Peer Support Team Clinical Leadership

The Clinical Lead assigned to the Peer Support Team has the following responsibilities:

- Continuously assess the mental wellness of PSCs
- Consult with Peer Support Team members
- Debrief with Peer Support Team members
- Provide referrals as needed
- Intervene when Peer Support Team members need to escalate a situation
- Provide training to Peer Support Team members
- Attend/lead Peer Support Team meetings
- **Fee:** Services will be billed at \$125/hr in 15 min. increments

4. Additional Therapy Sessions:

After an individual has completed their annual wellness check-in, they will have the opportunity to continue seeing a Wellness That Fits therapist.

- Up to 45 sessions are available between therapy sessions and critical incident response for each calendar year.
- **Fee:** \$125 per session

*A 10% administrative fee will be applied to all services provided



Request for Council Action

SUBJECT: **Extension of Deadline for Recording Plat of Robert Curve Fourth Addition**

MEETING DATE: September 25, 2023

ITEM TYPE: Consent Agenda

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, extending the deadline for filing the plat for Robert Curve Fourth Addition to December 24, 2023.

BACKGROUND

On July 10, the Council approved the plat for Robert Curve Fourth Addition. City Code requires all plats to be filed within 90 days of approval, or such approval becomes void. The Developer has submitted an application for a final plat of Robert Curve Fifth Addition, which is on the agenda this evening for Council consideration. If approved, the Developer intends to record both plats and related development contracts and agreements with Dakota County in the near future. The Developer has therefore requested an extension of time to record the plat of Robert Curve Fourth Addition so that both plats and related documents can be recorded at one time. The Council is asked to extend the deadline for recording of the plat of Robert Curve Fourth Addition to coincide with the deadline for recording the plat of Robert Curve Fifth Addition.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Extending Deadline for Recording of Final Plat of Robert Curve Fourth Addition

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

RESOLUTION NO. _____

**A RESOLUTION EXTENDING DEADLINE FOR RECORDING THE FINAL PLAT OF
ROBERT CURVE FOURTH ADDITION**

WHEREAS, a Final Plat application was submitted to the City for the plat of ROBERT CURVE FOURTH ADDITION; and

WHEREAS, the City Council originally approved the final plat on July 10, 2023; and

WHEREAS, the plat will not be filed by the applicant with Dakota County within 90 days of approval as required by city code; and

WHEREAS, the Developer has requested and the Council has agreed to extend the deadline for recording of the final plat to allow for the plat of ROBERT CURVE FOURTH ADDITION and ROBERT CURVE FIFTH ADDITION to be recorded simultaneously.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS that the City Council hereby extends the time for recording of the plat of ROBERT CURVE FOURTH ADDITION until December 24, 2023.

Passed this 25th day of September, 2023.

AYES:

NAYS:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: Minnesota Investment Fund and Job Creation Fund Applications for Somic Packaging

MEETING DATE: September 25, 2023
ITEM TYPE: Public Hearing
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to conduct a public hearing to receive input on a request for the City to sponsor a Minnesota Investment Fund Application and a Job Creation Fund Application on behalf of Somic Packaging.

If the Council is agreeable to supporting these applications, two resolutions will need to be adopted. One of these resolutions (for the JCF Application) is ready at this time and the second (for the MIF Application) would be brought forward at an upcoming Council meeting once certain other required steps have been completed.

BACKGROUND

The Minnesota Investment Fund (MIF) and the Job Creation Fund (JCF) are two financial assistance / incentive programs operated by the Minnesota Department of Employment and Economic Development (DEED). Private companies wishing to access these programs must work through a local unit of government, such as a city, county or township, in order to be eligible for the funding. Part of that process is a required public hearing before the governing body and adoption of specific resolutions of support.

As is required by the program rules, this public hearing was noticed in the City's official newspaper of record at least 10 days prior to this Council meeting.

Somic Packaging is currently located in leased space in Eagan, but is looking to expand both their facility and their workforce and move into a building that they would own. They are considering one of the new buildings currently being built on spec at the Inverpoint Business Park on the west side of Hwy 55 here in Inver Grove Heights. More information about the company can be found on their website at www.somic-packaging.com.

During the public hearing, Somic Packaging CEO Peter Fox will present an overview of the company and their expansion plans; and staff will outline the role of the City in assisting the company in applying for both the MIF and the JCF programs.

It is important to note that the financial assistance Somic may receive from these two programs would be entirely state-funded. The City's role would be to serve as a conduit for the applications, as well as some required reporting and reimbursement activities.

FISCAL IMPACT

Proceeding with this item will commit the City to providing staff time and effort, but does not require the direct expenditure of any City funds.

RECOMMENDATION

Staff recommends the City support Somic Packaging in their applications for the MIF and JCF programs, in order to attract this company to Inver Grove Heights.

ATTACHMENTS

1. FINAL Resolution of Support for JCF (Sept 25, 2023)
2. DRAFT Resolution of Support for MIF (to be acted on at a future Council meeting)

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

RESOLUTION NO. _____

**RESOLUTION REGARDING SUPPORT OF A JOB CREATION FUND APPLICATION
IN CONNECTION WITH SOMIC PACKAGING, INC.**

WHEREAS, the City of Inver Grove Heights, Minnesota (the “City”), desires to assist Somic Packaging, Inc, an innovative packaging solution company, which is proposing to purchase a speculative build and construct building improvements in the City; and,

WHEREAS, the City of Inver Grove Heights understands that Somic Packaging, through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

WHEREAS, the City of Inver Grove Heights considered this matter at a city council meeting held on September 25, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, that, after due consideration, the Mayor and City Council of the City of Inver Grove Heights, Minnesota, hereby adopts the following findings of fact related to the project proposed by Somic Packaging and its application for an award and/or rebate from the Job Creation Fund Program and express their approval.

1. The proposed project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in additional, well-paying jobs in Minnesota, and preserve or enhance the state and local tax base.
2. In the opinion of the City Council, this project would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.
3. The proposed project conforms to the general plan for the development of the City as a whole and the City’s desire to spur additional commerce and industry within its borders.
4. The proposed project will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the full and final development and build-out of the project by private enterprise.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota on September 25, 2023.

Ayes:
Nays:

CITY OF INVER GROVE HEIGHTS

By: _____
Mayor Brenda Dietrich

Attested:

By: _____
Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION REGARDING A MINNESOTA INVESTMENT FUND APPLICATION
FOR SOMIC PACKAGING, INC.**

WHEREAS, the City of Inver Grove Heights seeks to attract and support Somic Packaging, Inc. in relocating and expanding in Inver Grove Heights through a forgivable Minnesota Investment Fund loan in an amount up to \$200,000; and;

WHEREAS, the required public hearing was held on September 25, 2023, to provide an opportunity for public input;

NOW THEREFORE BE IT RESOLVED that the City of Inver Grove Heights shall act as the legal sponsor for the project contained in the Minnesota Investment Fund Application to be submitted on or about (Date) and that the City Administrator and the City Clerk are hereby authorized to apply to the Minnesota Department of Employment and Economic Development for funding of this project on behalf of Somic Packaging, Inc.; and

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to administer the proposed project; and

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice; and

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Inver Grove Heights may enter into a Grant Contract with the State of Minnesota for the approved project, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws, statutes, regulations and rules as stated in the Grant Contract and described in the Project Compliance Certification of the Application; and

AS APPLICABLE, BE IT FURTHER RESOLVED that the City of Inver Grove Heights has obtained credit reports and credit information on Somic Packaging, Inc. Upon review by the City of Inver Grove Heights and its financial advisors, Ehlers Inc., no adverse findings or concerns regarding, but not limited to, tax liens, judgments, court actions, and filings with state, federal and other regulatory agencies were identified. Failure to disclose any such adverse information could result in revocation or other legal action.

BE IT FURTHER RESOLVED that the City Administrator and City Clerk, or their successors in office, are hereby authorized to execute the Grant Contract and amendments, thereto, as are necessary to implement the project on behalf of the City of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota on

_____, 2023.

Ayes:
Nays:

CITY OF INVER GROVE HEIGHTS

By: _____
Mayor Brenda Dietrich

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

DRAFT



Request for Council Action

SUBJECT: **Public Hearings and Resolutions Ordering Projects for 2024 Pavement Management Initiative, City Project Nos. 2024-09 D, F, G, H and I and Declining to Order Project No. 2024-09E.**

MEETING DATE: September 25, 2023

ITEM TYPE: Public Hearing

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to:

- (1) adopt the attached Resolution, accepting the feasibility report for the 2024 Pavement Management Initiative;
- (2) hold public hearings;
- (3) adopt the attached Resolutions to order City Projects 2024-09 D, F, G, H and I as part of the 2024 Pavement Management Initiative; and
- (4) adopt the attached Resolution declining to order City Project No. 2024-09E, based on the results of the feasibility report and subsequent staff recommendations.

BACKGROUND

On June 12, 2023, the City Council authorized preparation of a feasibility report for City Project Nos. 2024-09 D, E, F, G, H and I, and awarded the contract to Kimley-Horn & Associates, Inc. On August 24, 2023, the City Council scheduled the improvement hearing for the six 2024 Pavement Management Initiative projects:

- 2024-09D – Delano Way and Dempsey Way Area
- 2024-09E – Inver Grove Trail (Pine Bend)
- 2024-09F – Corcoran Path and Dawson Way Area
- 2024-09G – South Grove Area 7
- 2024-09H – 96th Street and 99th Street Area
- 2024-09I – Bixby Way

If the projects are ordered, staff will review combining all projects into a single construction bid package to take advantage of cost efficiencies associated with bidding and managing a single construction contract as part of the 2024 Pavement Management Initiative. The final bid package(s) will be determined during design and brought before the Council at a future meeting for authorization.

The 2024 Pavement Management Initiative Feasibility Report covering all six projects is attached along with a Resolution accepting the Feasibility Report.

Delano Way and Dempsey Way Area (2024-09D)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Full-depth pavement reclamation of 80th Street (Concord Blvd to Delano Way), Delano Way, Delano Court, Delano Circle, and Dempsey Way
2. Spot curb and gutter replacement
3. Storm sewer structure maintenance and adjustments
4. Stormwater quality structure
5. Sanitary sewer structure maintenance and adjustments
6. Watermain valve maintenance and adjustments

The proposed project area consists of single-family residential (R-1C) parcels bordering the improvement area. An assessment rate of 55 percent, per the City's Assessment Policy, will be used for the full-depth reclamation of the project streets. The proposed preliminary assessment is noted in the following table:

Property Type	Per Policy Assessment (per Parcel)	Proposed Assessment (per Parcel)
Single Family Residential	\$12,572	\$12,572

Inver Grove Trail - Pine Bend (2024-09E)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Full-depth pavement reclamation Inver Grove Trail from Cahill Avenue to approximately 3,135 feet South of Cahill Avenue;
2. Spot curb and gutter replacement;
3. Storm sewer structure maintenance and adjustments;
4. Sanitary sewer structure maintenance and adjustments; and
5. Watermain valve maintenance and adjustments.

The proposed project area consists of public-institutional (Pine Bend Elementary School (P)), residential estate lots (E-1), agricultural lots (A), commercial agricultural (A-River Grove Marina) and industrial-commercial (I-1) properties. Per the City's Assessment Policy, the applicable assessment rates for this project are 55 percent for the full-depth reclamation of Inver Grove Trail. There are several parcels along the project that benefit from the improvements, but have indirect access to Inver Grove Trail. These parcels are assessed at 50 percent of the per-policy assessment rate. The proposed preliminary assessment amounts are noted in the following table:

Property Type	Per Policy Assessment (per Acre)	Proposed Preliminary Assessment (per Acre)
Residential Estates (E-1)	\$2,323 - \$8,794	\$2,323 - \$8,794
Residential Agricultural (A)	\$2,750 - \$64,522	\$1,375 - \$32,261
Commercial Agricultural (A-River Grove Marina)	\$7,273	\$3,637
Industrial/Commercial (I-1)	\$3,613 - \$7,273	\$3,613 - \$7,047
Institutional (P - Pine Bend Elementary School)	\$62,916	\$62,916

Public (P - County, DNR)	\$9,021 - \$108,669	\$0 (Pavement Management Fund Covers Public Property Costs)
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Corcoran Path and Dawson Way Area (2024-09F)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Full-depth pavement reclamation of Cooper Path, Corcoran Path, Copperfield Way, Copperfield Court, Dawson Way, Dawson Avenue, and Dawson Court
2. Dawson Way and Custers Trail eastern intersection improvement;
3. Review options to replace, remove or maintain the existing trail along Cooper Path;
4. Spot curb and gutter replacement;
5. Storm sewer structure maintenance and adjustments;
6. Sanitary sewer structure maintenance and adjustments; and
7. Watermain valve maintenance and adjustments

The proposed project area consists of single-family residential (R-1C) parcels and residential townhomes in planned unit development (PUD-Park Point) and high density residential (R-3B Springwood Ponds and R-3C Legend Estates). Per the City's Assessment Policy, the applicable assessment rate for this project is 55 percent, which is standard for full-depth reclamation projects. The proposed preliminary assessments are noted in the following table:

Property Type	Per Policy Assessment (per Parcel)	Proposed Assessment (per Parcel)
Single Family Residential	\$13,083	\$13,083
Residential Townhomes - Springwood Ponds ⁽¹⁾	\$2,492	\$2,492
Residential Townhomes - Legend Estates ⁽¹⁾	\$2,894	\$2,894
Residential Townhomes - Park Point ⁽¹⁾	\$5,969	\$5,969

(1) Preliminary assessment amount varies per PUD/homeowners association.

South Grove Area 7 (2024-09G)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Full-depth pavement reclamation of these streets between 78th Street and 80th Street: Charles Way, Claiborne Way, Clayton Avenue, Comstock Avenue, Cooper Avenue, Cooper Court, Corey Path, 79th Street, Dawn Avenue, Davidson Court, and Danner Court;
2. Spot curb and gutter replacement;
3. Storm sewer structure maintenance and adjustments;
4. Brick storm sewer structure replacement;
5. Sanitary sewer structure maintenance and adjustments; and
6. Watermain valve maintenance and adjustments

The proposed project area consists of single-family residential (R-1C) parcels, City public property (P - Oakwood Park), and high density residential (R-3C Condominiums and CDA Spruce Pointe Apartments). Per the City's Assessment Policy, the applicable assessment rate for this project is 55 percent, which is standard for full-depth reclamation projects. The proposed preliminary assessments are noted in the following table:

Property Type	Per Policy Assessment (per Parcel)	Proposed Assessment (per Parcel)
Single Family Residential	\$12,518	\$12,518
Condominium	\$6,826	\$6,826
Apartment Property (Dakota County CDA)	\$95,984	\$95,984
City Property (Oakwood Park)	\$128,461	\$0 (City Pavement Management Fund Covers Private Property Costs)

96th Street and 99th Street Area (2024-09H)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Full-depth pavement reclamation of Baker Court, 96th Street, and Barton Trail;
2. Mill and overlay of Baxter Trail and 99th Street;
3. Spot curb and gutter replacement;
4. Storm sewer structure maintenance and adjustments;
5. Storm sewer system low point and apron improvements;
6. Cul-de-sac construction at east end of 99th Street; and
7. Work with the County on updates to storm spillway from 99th Street onto Barnes Avenue (County Road 73).

The proposed project area consists of single-family Estate (E-1) parcels and a City public park property (P). Per the City's Assessment Policy, the applicable assessment rate for this project is 55 percent for full-depth reclamation projects and 80 percent for mill and overlay projects. There are two parcels on a private road (Benjamin Trail) that have indirect access to 96th Street and benefit from the improvements. These parcels are assessed at 50 percent of the per-policy assessment rate. The proposed preliminary assessments are noted in the following table:

Property Type	Improvement	Per Policy Assessment (per Parcel)	Proposed Assessment (Per Parcel)
Single Family Estate	Full Depth Reclamation (FDR)	\$19,677	\$19,677
City Parcel (Park)	Full Depth Reclamation (FDR)	\$44,049	\$0 (City Pavement Management Fund Covers Public Property Costs)
Single Family Estate	Mill and Overlay (M&O)	\$20,397	20,397

Bixby Way (2024-09I)

The Feasibility Report recommends a project scope that focuses primarily on:

1. Mill and overlay of Bixby Way;
2. Spot curb and gutter replacement;
3. Storm sewer structure maintenance and adjustments;
4. Sanitary sewer structure maintenance and adjustments; and
5. Watermain valve maintenance and adjustments.

The proposed project area consists of residential townhomes within a planned unit development (PUD). Per the City's Assessment Policy, the applicable assessment rate for this project is 80 percent for mill and overlay projects. The proposed preliminary assessments are noted in the following table:

Property Type	Per Policy Assessment (per Parcel)	Proposed Assessment (Per Parcel)
Residential Townhome	\$3,717	\$3,717

SUMMARY

Staff and consultants received feedback via email, phone calls, and an open house meeting based on the draft feasibility information held on September 13 at the VMCC. There was general support for the street improvements with several questions about access and assessment payments. An open house meeting summary and responses to the questions are in Appendix F of the Feasibility Report.

Staff identified two items of importance as a result of the Feasibility Study and property owner feedback provided via the open house meeting:

1. The two aforementioned properties with indirect access to 96th Street (9712 and 9716 Benjamin Trail) were not included in the original public notice for the project, despite receiving a proposed benefit as a result of this improvement. To remedy this oversight, staff mailed an amended notice to the two property owners notifying them of the project and this public hearing. Staff also submitted an amended public hearing publication that includes these two parcel identification numbers, to be published in the St. Paul Pioneer Press on Sept. 24 and Oct. 1. The mailed and publication notice are requirements of State Statute 429, which requires that the public hearing be held at least three days after the final publication. As a result, **staff will request that the Council continue the Public Hearing for Project 2024-09H to the October 9 City Council meeting.** On October 9th, the Council may close the public hearing and consider ordering the project.
2. The proposed scope of work recommended in the Feasibility Report for Inver Grove Trail (Project 2024-09E) is to perform a full-depth reclamation project. This project effort is greater than the original scoping performed by staff in selecting this project area for the 2024 Pavement Management Initiative, which was anticipated to be a mill and overlay project. After review of the geotechnical information, pavement thickness, and current traffic data, the rehabilitation method recommendation as part of the Feasibility Study is to perform a full-depth pavement reclamation with an increased pavement thickness from 4" to 6". Further research into the age (16 years) and pavement condition index (65, with pre-sealcoat ratings near 45) indicated that there is likely additional life remaining on the current roadway, and this roadway would be a good candidate to delay pavement rehabilitation in the form of a full-depth reclamation project to future year (i.e., when pavement condition ratings drop below 35, indicating the roadway is a prime candidate for full-depth reclamation). As such, **staff will recommend that the Council adopt a resolution that declines to order Project 2024-09E as part of the 2024 Pavement Management Initiative,** and to allow City staff to reevaluate the inclusion of the project in a future Pavement Management Initiative year through future Capital Improvement Program revisions.

FISCAL IMPACT

The total estimated project cost and funding are detailed in the following tables:

Estimated Costs Summary for City Project Nos. 2024-09 D, E, F, G, H, I

Project Area: 2024-09_	Assessable Improvements ¹		Non-Assessable Improvements ²		Total Costs
	Street	Storm	Sanitary	Watermain	
D-Delano Way and Dempsey Way Area	\$1,256,099.99	\$161,110.40	\$48,576.00	\$53,028.80	\$1,518,815.19
E-Inver Grove Trail	\$834,942.14	\$22,668.80	\$32,384.00	\$78,936.00	\$968,930.94
F-Corcoran Path and Dawson Way Area	\$1,946,310.72	\$55,862.40	\$53,433.60	\$146,942.40	\$2,202,549.12
G-South Grove Area 7	\$3,441,280.01	\$463,900.80	\$103,628.80	\$186,612.80	\$4,195,422.41
H-96 th Street and 99 th Street Area	\$2,459,053.95	\$124,192.64	N/A	N/A	\$2,583,246.59

I-Bixby Way	\$115,456.34	\$5,343.36	\$11,496.32	\$9,310.40	\$141,606.42
Total (With Inver Grove Trail)	\$10,053,143.15	\$833,078.40	\$249,518.72	\$474,830.40	\$11,610,570.67
Total (Without Inver Grove Trail)	\$9,218,201.01	\$810,409.60	\$217,134.72	\$395,894.40	\$10,641,639.73

¹ Assessable improvements are street and storm sewer improvements paid in part by benefitting property owners

² Non-assessable improvements are sanitary sewer and watermain improvements paid in full through City utility funds

Estimated Funding Summary for City Project Nos. 2024-09 D, E, F, G, H, I

Project Area: 2024-09_	Funding Sources					
	Pavement Management – Local Streets Fund	Storm Water Capital Fund	Municipal State Aid (MSA) Funds	Sewer Capital Fund	Water Capital Fund	Special Assessments
D-Delano Way and Dempsey Way	\$565,245.00	\$72,499.68		\$48,576.00	\$53,028.80	\$779,465.71
E-Inver Grove Trail	\$119,563.33	\$2,040.19	\$486,414.11	\$32,384.00	\$78,936.00	\$249,593.31
F-Corcoran Path and Dawson Way	\$875,839.82	\$25,138.08		\$53,433.60	\$146,942.40	\$1,101,195.22
G-South Grove Area 7	\$1,726,174.45	\$208,755.36		\$103,628.80	\$186,612.80	\$1,970,251.00
H-2024-09H 96 th Street / 99 th Street	\$1,036,443.37	\$55,886.69		N/A	N/A	\$1,490,916.53
I-Bixby Way	\$23,091.27	\$1,068.67		\$11,496.32	\$9,310.40	\$96,639.76
Totals (with Inver Grove Trail)	\$4,346,357.24	\$365,388.67	\$486,414.11	\$249,518.72	\$474,830.40	\$5,688,061.53
Totals (without Inver Grove Trail)	\$4,226,793.91	\$363,348.48		\$217,134.72	\$395,894.40	\$5,438,468.22

- Special Assessments paid by benefitting property owners per MN State Statute 429
- Remainder of assessable project costs after special assessments are paid through Pavement Management, Storm Water Capital and MSA funds (2024-09E)

The Council is not being asked to vote on final project funding at this time. This estimate, derived from the Feasibility Report, is shown to provide a summary of the estimated project costs. Final project costs will be determined through the final design process, and a final budget presented to the Council for action prior to awarding a construction contract for the work.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions accepting the feasibility report, ordering the project, and authorizing preparation of plans and specifications for the 2024 Pavement Management Initiative, City Project Nos. 2024-09 D, F, G, H and I. Staff also recommends adoption of the attached Resolution to not advance City Project No. 2024-09E as part of the 2024 PMI projects, and evaluate moving it into a future year in the Capital Improvement Plan.

ATTACHMENTS

1. Feasibility Report - 2024 Pavement Management Initiative (PMI)
2. Resolution Accepting Feasibility Report - 2024 PMI Project Areas
3. Resolution Ordering Project 2024-09D
4. Resolution Ordering Project 2024-09F
5. Resolution Ordering Project 2024-09G
6. Resolution Ordering Project 2024-09I
7. Resolution Continuing Public Hearing for Project 2024-09H
8. Resolution Declining to Order Project 2024-09E



2024 PAVEMENT MANAGEMENT INITIATIVE

Feasibility Study

City Projects 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H,
and 2024-09I

City of Inver Grove Heights, Minnesota

September 2023

Kimley»»Horn



City of Inver Grove Heights
**PAVEMENT MANAGEMENT
INITIATIVE**

2024 PAVEMENT MANAGEMENT INITIATIVE

Feasibility Study

CITY OF INVER GROVE HEIGHTS, MINNESOTA
CITY PROJECTS 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H, AND
2024-09I



City of Inver Grove Heights
**PAVEMENT MANAGEMENT
INITIATIVE**

Prepared By:

Kimley»Horn

Kimley-Horn and Associates, Inc.
767 Eustis Street
Suite 100
St. Paul, MN 55114
(651) 645-4197

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*
Luke Moren, P.E.

Date: September 19, 2023 Lic. No. 54190

File: 160509045

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EXECUTIVE SUMMARY

This feasibility study and report has been prepared for the City of Inver Grove Heights 2024 Pavement Management Initiative (PMI) Improvements, including the City Projects listed below.

- CP 2024-09D Delano Way and Dempsey Way Area
- CP 2024-09E Inver Grove Trail (Pine Bend)
- CP 2024-09F Corcoran Path and Dawson Way Area
- CP 2024-09G South Grove Area 7
- CP 2024-09H 96th Street and 99th Street Area
- CP 2024-09I Bixby Way

The proposed project improvements consist of mill and overlay and full depth pavement reclamation (FDR) street improvements throughout six project areas included in the 2024 PMI project. The project improvements also include limited storm sewer, sanitary sewer, and watermain improvements. The total length of roadways included in the projects is 6.4 miles. Detailed information for each of the six project areas is provided in the full report.

The estimated costs for the proposed improvements are detailed in the table below. These costs include a 15% construction cost contingency and 28% allowance for indirect costs.

Project	Roadway Improv.	Storm Sewer Improv.	Sanitary Sewer Improv.	Watermain Improv.	Total
CP 2024-09D	\$1,256,099.99	\$161,110.40	\$48,576.00	\$53,028.80	\$1,518,815.19
CP 2024-09E	\$834,942.14	\$22,668.80	\$32,384.00	\$78,936.00	\$968,930.94
CP 2024-09F	\$1,946,310.72	\$55,862.40	\$53,433.60	\$146,942.40	\$2,202,549.12
CP 2024-09G	\$3,441,280.01	\$463,900.80	\$103,628.80	\$186,612.80	\$4,195,422.41
CP 2024-09H	\$2,459,053.95	\$124,192.64	N/A	N/A	\$2,583,246.59
CP 2024-09I	\$115,456.34	\$5,343.36	\$11,496.32	\$9,310.40	\$141,606.42
Total	\$10,053,143.15	\$833,078.40	\$249,518.72	\$474,830.40	\$11,610,570.67

The improvements are proposed to be financed through a combination of City Pavement Management Program (PMP) funds, Municipal State Aid Funds (MSA), City utility funds, and assessments to benefitting property owners. A preliminary financing plan is provided in the table below.

Project	Funding Source					
	Pavement Management – Local Streets (Fund 440)	Storm Water Capital (Fund 531)	Municipal State Aid (MSA) Funds	Sewer Capital (Fund 404)	Water Capital (Fund 403)	Special Assessments
CP 2024-09D	\$565,245.00	\$72,499.68		\$48,576.00	\$53,028.80	\$779,465.71
CP 2024-09E	\$119,563.33	\$2,040.19	\$486,414.11	\$32,384.00	\$78,936.00	\$249,593.31
CP 2024-09F	\$875,839.82	\$25,138.08		\$53,433.60	\$146,942.40	\$1,101,195.22
CP 2024-09G	\$1,726,174.45	\$208,755.36		\$103,628.80	\$186,612.80	\$1,970,251.00
CP 2024-09H	\$1,036,443.37	\$55,886.69		\$0.00	\$0.00	\$1,490,916.53
CP 2024-09I	\$23,091.27	\$1,068.67		\$11,496.32	\$9,310.40	\$96,639.76
Total	\$4,346,357.24	\$365,388.67	\$486,414.11	\$249,518.72	\$474,830.40	\$5,688,061.53

A more detailed financing plan is provided within the body of this report.

We recommend that the following project schedule be followed:

City Council Schedule Public Hearing	August 28, 2023
Neighborhood Feasibility Open House	September 13, 2023
Public Improvement Hearing	September 25, 2023
Council Receive Feasibility Report	
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Council Approves Plans and Specs	January 22, 2024
Authorize Advertisement for Bids	
Bid Opening	February 28, 2024
City Council Accepts Bids	March 11, 2024
Council Awards Contract	
Neighborhood Construction Open House	April 2024
Begin Construction	Spring/Summer 2024
City Council Schedule Assessment Hearing	September 9, 2024
Assessment Hearing Informational Meeting	September 25, 2024
Assessment Hearing	October 14, 2024

Based upon the analysis completed as a part of this report, the proposed City Projects 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H, and 2024-09I 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 orders and holds a public hearing on September 25, 2023.

- 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 and orders approved projects.

1. INTRODUCTION

The City Council authorized the preparation of a feasibility study as part of the City's 2024 Pavement Management Program (PMP) and Pavement Management Initiative on June 12, 2023. The project includes six different project areas. A general summary of the proposed improvements included in each project area is provided below.

CP 2024-09D Delano Way and Dempsey Way Area

- Full depth pavement reclamation of 80th Street (Concord Blvd to Delano Way), Delano Way, Delano Court, Delano Circle, and Dempsey Way
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments
- Stormwater quality structure
- Sanitary sewer structure maintenance and adjustments
- Watermain valve maintenance and adjustments

CP 2024-09E Inver Grove Trail

- Full depth pavement reclamation Inver Grove Trail from Cahill Avenue to approximately 3,135 feet South of Cahill Avenue
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments
- Sanitary sewer structure maintenance and adjustments
- Watermain valve maintenance and adjustments

CP 2024-09F Corcoran Path and Dawson Way Area

- Full depth pavement reclamation of Cooper Path, Corcoran Path, Copperfield Way, Copperfield Court, Dawson Way, Dawson Avenue, and Dawson Court
- Dawson Way and Custers Trail eastern intersection improvements
- Review options to replace, remove or maintain the existing trail along Cooper Path
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments
- Sanitary sewer structure maintenance and adjustments
- Watermain valve maintenance and adjustments

CP 2024-09G South Grove Area 7

- Full depth pavement reclamation of these streets between 78th Street and 80th Street: Charles Way, Claiborne Way, Clayton Avenue, Comstock Avenue, Cooper Avenue, Cooper Court, Corey Path, 79th Street, Dawn Avenue, Davidson Court, and Danner Court
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments
- Brick storm sewer structure replacement
- Sanitary sewer structure maintenance and adjustments
- Watermain valve maintenance and adjustments

CP 2024-09H 96th Street and 99th Street Area

- Full depth pavement reclamation of Baker Court, 96th Street, and Barton Trail
- Mill and overlay of Baxter Trail and 99th Street
- Cul-de-sac construction at east end of 99th Street
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments

CP 2024-09I Bixby Way

- Mill and overlay of Bixby Way
- Spot curb and gutter replacement
- Storm sewer structure maintenance and adjustments
- Sanitary sewer structure maintenance and adjustments
- Watermain valve maintenance and adjustments

A project study area map for each project area is included in **Appendix A**.

2. PROPOSED PUBLIC IMPROVEMENTS

The City evaluates the condition of existing street pavements based on a pavement conditions index (PCI) every three years throughout the City. PCI ratings are on a scale of 0 – 100 with 0 being the worst condition pavement and 100 being new pavement. The most recent PCI ratings for the six project areas, based on a weighted average by street area, recent maintenance activity, and most recent construction year are summarized in the table below.

Project Description	FDR Streets (Weighted Average)	Mill and Overlay Streets (PCI Rating)	Most Recent Pavement Maintenance Project	Most Recent Reconstruction Year
CP 2024-09D Delano Way and Dempsey Way Area	32.93	N/A	Seal Coat - 1999	1990 (most streets), 1984 for 80 th Street
CP 2024-09E Inver Grove Trail	65.07 ^(A)	N/A	Crack Seal - 2018	2007 (Cahill Ave to railroad crossing), 1940 (railroad crossing to south project terminus)
CP 2024-09F Corcoran Path and Dawson Way Area	8.21	N/A	Crack Seal and Seal Coat – 2005/2006 (2016/2018 for Cooper Path)	1992 – 1995 (most streets), 2005 (Cooper Path north of Collin Way)
CP 2024-09G South Grove Area 7	3.14	N/A	Crack Seal and Seal Coat – 2001/2002	1979 – 1984 (most streets), 1988 (Davidson Court), 1995 (Claiborne Lane)

CP 2024-09H 96th Street and 99th Street Area	45.18	73 (Baxter Trail) 72 (99th Street)	Crack Seal and Seal Coat – 2001 – 2007 (96th Street neighborhood) (2015/2016 for Baxter Trail) 2011/2012 (99th Street)	1994 – 1997 (96th Street area) 1999 (99th Street)
CP 2024-09I Bixby Way	N/A	81	Crack Seal and Seal Coat - 2017	1996

(A) The 2018 Crack Seal is altering the PCI rating, making the pavement condition appear better than City staff's most recent observation (approximately 45 PCI)

Based on the current age and condition of the City streets, most recent PCI ratings, findings of previous and current geotechnical investigations on the project street segments, and current City Capital Improvement Plan, the improvements outlined in this report are proposed as a part of the City's 2024 PMI program.

TYPICAL SECTION

The streets in the project areas are generally all urban section with either surmountable or barrier style concrete curb and gutter. Portions of Inver Grove Trail as a part of CP 2024-09E are rural section with roadside ditches. The table below provides a summary for the approximate average face-to-face of curb street widths, existing curb type, and other existing conditions to note for each of the project areas.

Project Description	Average Street Width (ft)	Curb and Gutter Type	Notes
CP 2024-09D Delano Way and Dempsey Way Area	36 (most streets) 42 (80th Street)	Surmountable	
CP 2024-09E Inver Grove Trail	24 (rural section) 26 (with curb and gutter)	Barrier (where present)	Existing County trail along east side (100th Street to Pine Bend Elementary School) and west side (Pine Bend Elementary School to Cahill Avenue)
CP 2024-09F Corcoran Path and Dawson Way Area	36	Surmountable	Existing trail along west side of Cooper Path (Concord Blvd to Colin Way) Known drainage issues at intersection of Dawson Ave and Custers Trail Existing, non-ADA compliant trail connection on Copperfield Way

CP 2024-09G South Grove Area 7	36 (most streets) 44 (Dawn Ave) 34 (Clayton Ave)	Surmountable	Existing sidewalk along east side of Clayton Avenue (80 th Street to 78 th Street) Existing, non-ADA compliant trail connection with Cooper Ave
CP 2024-09H 96th Street and 99th Street Area	26 (most streets) 28 (Baker Court) 30 (99 th Street)	Surmountable	Non-conventional cul-de-sac at east end of 99 th Street
CP 2024-09I Bixby Way	30	Surmountable	

Existing street widths are proposed to remain the same as a part of the project and spot curb and gutter improvements that are completed will be replaced in kind with new curb and gutter at the same overall street width.

Typical sections for the proposed improvements are included in **Appendix B**.

PAVEMENT SECTION AND PAVEMENT REHABILITATION APPROACH

Three previous geotechnical investigations performed in 2012, 2013 and 2019 obtained soil borings and pavement samples for a majority of the street segments included in the project areas. Additional geotechnical soil borings and pavements cores were obtained as a part of this study on street segments where no or insufficient information was available to make a recommendation for pavement rehabilitation approach. In addition, ground penetrating radar (GPR) data was collected along all street segments in the project area to provide current information on average existing bituminous thickness and average existing aggregate base thickness. A summary table detailing the results of the GPR data collected, pavement core information, and previous geotechnical soil boring information obtained is included in **Appendix C**.

The two pavement rehabilitation approach options being proposed on this project include full depth pavement reclamation (FDR) and mill and overlay. Recommendations for pavement rehabilitation approach consider current PCI ratings, pavement age, pavement maintenance completed since last reconstruction, existing soils information, and existing pavement information. The summary table included in **Appendix C** also includes the recommended pavement rehabilitation approach and recommended reclamation depth for each street segment in the study area. Recommended reclamation depths vary across the project area and are based on the existing aggregate base depths identified in soil borings and the GPR findings.

Street segments proposed as an FDR rehabilitation approach will include a minimum pavement section consisting of 4-inches of bituminous pavement and 6-inches (minimum) of reclaimed and existing aggregate base over existing subgrade soils. Inver Grove Trail will receive 6-inches of bituminous pavement due to heavier truck traffic volumes. Regrading of reclaimed base material to a proposed 3% crown is recommended to maximize the amount of reclaimed material used in the pavement section. Street segments proposed as a mill and overlay rehabilitation approach will include milling 2-inches of existing pavement and 2-inches of new bituminous pavement will be placed. Proposed street improvement maps identifying the pavement rehabilitation approach for each street and project area are provided in **Appendix B**.

Significant areas of additional subgrade correction are not anticipated throughout the project areas and will only be corrected if identified during construction. No full replacement of existing subgrade soils is proposed with the project. In the event that soils are found to be unstable in FDR areas, they will be corrected with sub-cutting and replacement or scarification, drying and re-compaction with a thicker reclaimed aggregate base section or with stabilizing rock as directed by the engineer. In mill and overlay improvement areas, no subgrade correction is anticipated. If the remaining bituminous pavement after milling operations are completed is significantly cracked or degraded, full-depth pavement removal and replacement patches will be reviewed and identified by the engineer during construction.

99th Street as a part of CP 2024-09H has known areas of poor existing pavement and full pavement replacement will be necessary. These areas will be identified during construction by the engineer. All remaining portions of street pavement on 99th Street will receive and mill and overlay.

CURB AND GUTTER IMPROVEMENTS

City staff performed a walkthrough on all streets within the project area during the Spring and Summer of 2023 to review the condition of existing curb and gutter. Approximate lengths of curb and gutter needing replacement were identified and quantified for inclusion in the feasibility study construction cost estimates. Existing concrete curb and gutter that is settling and not functioning for stormwater conveyance, contains significant cracks, or has failing joints is identified for replacement. Areas with longer curb line replacements are identified on the improvement maps in **Appendix B**.

Two intersections with rural section roadways in the project area do not contain controlled bituminous edges along the turning radii, are showing erosion issues with turning vehicle tracking, and are in need of improvement. Installation of concrete ribbon curb and gutter is recommended at the intersections identified below. The ribbon curb and gutter will protect the new bituminous pavement edge, reduce shoulder erosion due to turning vehicles, and more clearly define the roadway intersection and turning radius areas.

- All intersection corners of 96th Street East and Barnes Avenue
- All intersection corners of 99th Street East and Barnes Avenue

An existing bituminous spillway in the northeast corner of 99th Street and Barnes Avenue reduces erosion and maintenance issues from stormwater runoff. Maintenance work to this spillway is included in CP 2024-09H but will ultimately be determined based on further discussions with Dakota County staff during final design.

As a part of the City project walkthrough of CP 2024-09F Corcoran Path and Dawson Way Area, three existing private street entrances along Copperfield Way and the existing intersection of Copperfield Way and Copperfield Court were identified as locations where existing intersection drainage conditions warrant the installation of valley gutters. The proposed valley gutter will properly convey stormwater runoff across these flat intersections and prevent future ponding of stormwater in the intersections. The locations of the proposed valley gutter improvements are shown on the improvement maps in **Appendix B**.

DRIVEWAY RECONSTRUCTION

The FDR and mill and overlay pavement rehabilitation will not disturb residential and business driveways. However, where spot curb replacement is necessary in front of existing driveways, a small driveway disturbance will be necessary. City policy is to replace driveways with standard concrete or bituminous

pavement to the construction disturbance point with like material. All disturbed driveways will be reconstructed with 6-inches of aggregate base under a minimum of 6-inches of concrete or 3-inches of bituminous pavement. Affected residents and businesses will be notified of the disturbance prior to construction.

99TH STREET CUL-DE-SAC IMPROVEMENTS

The existing Eastern roadway terminus of 99th Street is a dead end without a conventional cul-de-sac turnaround. Bituminous pavement has been placed behind the existing curbline, allowing for easier turnaround of maintenance vehicles, emergency vehicles, and larger delivery trucks. Matching the existing paved area with a conventional, 60-foot diameter cul-de-sac is feasible. The proposed pavement section in the cul-de-sac will include 4-inches of bituminous pavement over 6-inches of aggregate base material. The proposed cul-de-sac modifications will provide improved maintenance operations and accessibility of emergency, delivery and larger vehicles to turn around. The proposed cul-de-sac improvement can be built within the existing right-of-way or drainage and utility easements. A graphical representation of the cul-de-sac improvements is included in the improvements maps in **Appendix B**.

OTHER STREET IMPROVEMENTS

STREET LIGHTING

In general, there is limited or no existing street lighting throughout the project neighborhood streets. Intersection street lighting does not exist at intersection in the CP 2024-09D, CP 2024-09F, and CP 2024-09H project areas.

No request for updated lighting has been received from the property owners. 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.

TRAIL AND SIDEWALK INFRASTRUCTURE

Existing trail and sidewalk infrastructure exists with the project areas as generally described below.

CP 2024-09D Delano Way and Dempsey Way Area

An existing regional County maintained trail along the east side of Concord Boulevard (County Road 56) crosses 80th Street near the project western extents. No improvements to the trail or existing pedestrian ramps are proposed with this project.

CP 2024-09E Inver Grove Trail

This project area includes an existing Dakota County greenway trail along the east side of Inver Grove Trail from 100th Street East to Pine Bend Elementary School and along the west side of Inver Grove Trail from Pine Bend Elementary School to Cahill Avenue. No improvements to the existing greenway trail or existing crossing and ADA ramp locations are proposed with this project.

CP 2024-09F Corcoran Path and Dawson Way Area

This project area includes an existing trail along the west side of Cooper Path between Concord Boulevard (County Road 56) and the northern Collin Way entrance. The existing trail was installed as a part of the original townhome development. The trail is currently not ADA compliant and is not providing

and trail connectivity to destinations or existing facilities north along Cooper Path. The City also does not have any current plans to extend trail facilities farther north along Cooper Path. Four alternatives were evaluated as a part of this study to address this existing trail segment and are described below with an estimated total construction cost included:

Option 1 – No Improvement (\$0)

Option 1 does not remove or replace any segment of this trail. Option 1 also does not perform ADA upgrades at the intersections with Collin Way. It is estimated that the existing trail will need to be reconstructed within the next 10 years.

Option 2 – Remove Trail (~\$5,000)

Option 2 removes the existing trail and does not replace the trail. The disturbed area will be re-seeded.

Option 3 – Replace Existing Trail (~\$45,000)

Option 3 includes removing and replacing the entire existing trail. Option 3 includes ADA pedestrian ramp upgrades at the trail intersections with Collin Way.

Option 4 – Remove Existing Trail and Install New Sidewalk (~\$30,000)

Option 4 includes removing the existing trail entirely. Option 4 also includes installing new concrete sidewalk between Concord Boulevard and the southern Collin Way. A new ADA pedestrian ramp is also proposed at the southern side of Collin Way. No pedestrian facility between the Collin Way intersection is proposed with Option 4.

The final scope of improvements for this trail will be determined during the final design phase and consider input received during the public improvement hearing informational meeting and overall project costs.

This project area also includes an existing trail connection between Cody Court and Copperfield Way near property address 3751 Cody Court. The addition of an ADA compliant pedestrian ramp at Copperfield Way will be considered during final design. No additional improvements to this trail infrastructure are being considered with this project.

CP 2024-09G South Grove Area 7

This project area includes an existing sidewalk along the east side of Clayton Avenue between 78th Street and 80th Street. City staff performed a walkthrough of the sidewalk to identify concrete sidewalk panels needing replacement. Sidewalk panel replacement will be limited to what is necessary to extend the service life of the sidewalk.

This project area also includes trail connections between Cooper Avenue, Conroy Way, and Oakwood Park. A pedestrian ramp improvement is proposed at the trail intersection with Cooper Avenue. No additional improvements to this trail infrastructure or crossings are proposed with this project and will be reviewed as a part of future trail maintenance projects within the City.

Dakota County has identified a medium priority trail gap along the north side of County Road 28 (80th Street) between just east of Cahill Avenue to Concord Boulevard. This future County improvement project is not anticipated to be planned for or constructed by 2024 and no accommodations are proposed at intersecting streets with 80th Street as a part of this project.

STREET SIGNAGE

City staff performed a street sign assessment of the project areas. The street sign assessment identified signs to be replaced, removed, or add in accordance with the City's current standards for street signage.

STORM SEWER IMPROVEMENTS

City staff performed a condition walkthrough of all existing storm sewer manholes, catch basins, and outlet locations in the project area. Existing storm sewer system conditions and recommendations for storm sewer infrastructure improvements on all six projects are shown on the improvement maps included in **Appendix B**. Storm sewer improvements generally consist of the following:

- Adjustment of existing storm sewer manholes and replacement of existing rings and castings
- Removal and replacement of existing catch basin rings and castings
- Reconstruction of existing storm sewer structure inverts and doghouses
- Storm sewer outlet repair and establishment of riprap for erosion control
- Replacement of storm sewer structures that are failing and pose risk to future pavement integrity or the storm sewer system
- Storm water quality structure at Dempsey Way and Custers Trail
- Removal and replacement of some existing storm sewer structures in the South Grove Area 7 neighborhood

Pavement rehabilitation projects do not generally disturb the subbase soils beneath the existing pavement and aggregate base and are not subject to stormwater treatment requirements of the City's MS4 permit. City maintenance staff have identified frequent accumulation of sediment in catch basins on Dempsey Way and Delano Way as a part of CP 2024-09D. A new water quality manhole with snout and sump sediment removal capabilities is proposed ahead of the existing pond outlet in the northern part of the neighborhood. The proposed location of this water quality manhole is shown on the improvement map in **Appendix B**.

SANITARY SEWER IMPROVEMENTS

City sanitary sewer currently provides service to residents and businesses residing in CP 2024-09D, CP 2024-09E, CP 2024-09F, CP 2024-09G, and CP 2024-09I. City utility staff have televised and reviewed the condition of all existing sanitary sewer within these project areas. Existing sanitary sewer piping in all neighborhood project areas except CP 2024-09G South Grove Area 7 is PVC and compliant with current City standards.

The existing sanitary sewer pipe in the South Grove neighborhoods is vitrified clay pipe (VCP) and generally 8-inch in diameter. This old pipe material is more brittle than PVC and subject to root intrusion, breaks, and leakage through joints over time. City staff reviewed televising footage throughout the neighborhood and found the clay pipe in generally good condition and no maintenance or improvement activity is recommended at this time.

City staff also completed a walkthrough of all project streets with sanitary sewer and reviewed the condition of existing manholes, rings, and castings. Recommendations for rehabilitative improvements to existing sanitary sewer manholes are identified on the improvement maps in **Appendix B**. No repair or replacements to sanitary sewer services are proposed with the project.

The City does not currently service residents on CP 2024-09H 96th Street and 99th Street Area with sewer. The City has not received a request from the neighborhoods to extend sewer and is not part of this feasibility study or project's scope. A comprehensive plan revision would be required to adjust the Metropolitan Urban Services Areas (MUSA) boundary to include these neighborhoods. The project does not propose to extend sewer into these neighborhoods.

WATERMAIN IMPROVEMENTS

City watermain currently provides water service to residents and businesses residing in CP 2024-09D, CP 2024-09E, CP 2024-09F, CP 2024-09G, and CP 2024-09I. City utility staff have reviewed the watermain break history and pipe materials in these neighborhoods. Generally, existing watermain piping in all neighborhood project areas is ductile iron and compliant with current City standards. Existing cast-iron pipe (CIP) watermain along Clayton Avenue between Charles Way and Claiborne Lane and 600-feet west of Clayton Avenue along Claiborne Lane as a part of CP 2024-09G does not have a history of watermain breaks and is not proposed for replacement at this time.

City utility staff has completed a review of existing hydrants and valves within the project areas and recommended the improvements identified on the improvement maps in **Appendix B**. This improvement is generally limited to valve adjustment and component replacements.

The City does not currently service residents on CP 2024-09H 96th Street and 99th Street Area with water. The City has not received a request from the neighborhoods to extend water and is not part of this feasibility study or project's scope. A comprehensive plan revision would be required to adjust the Metropolitan Urban Services Areas (MUSA) boundary to include these neighborhoods. The project does not propose to extend water into these neighborhoods.

PRIVATE UTILITIES

In general, conflicts with private utility facilities in the existing City right-of-way are not anticipated as a part of the project. Spot curb replacement areas and water service replacement work along Clayton Avenue maybe require coordination and relocation of some private utilities. A Gopher One Map ticket request was submitted for all project areas as a part of the feasibility study and the follow utility companies have facilities present in the project areas:

- Dakota Electric
- Xcel Energy
- Lumen (formerly CenturyLink)
- Comcast
- Zayo
- Arvig
- Sprint
- Dakota County Fiber

If necessary, private utility companies will be notified of the projects during design and directed to schedule and perform any relocation work in order to not delay the project.

4. PERMITS AND APPROVALS

The proposed improvements will require attaining the following permits:

- General stormwater permit for construction activities under the Nation Pollutant Discharge Elimination System program – Minnesota Pollution Control Agency
- Dakota County Right-of-Way Permit
 - CP 2024-09G South Grove Area 7 at intersections with County Road 28 (80th Street)
 - CP 2024-09F Corcoran Path and Dawson Way Area at intersections with County Road 56 (Concord Boulevard)
 - CP 2024-09D Delano Way and Dempsey Way Area at intersections with County Road 56 (Concord Boulevard)
 - CP 2024-09H 96th Street and 99th Street Area at intersections with County Road 73 (Barnes Avenue)

The street segments below are also on the City's Municipal State Aid Street (MSAS) system.

- CP 2024-09G South Grove Area 7 – Dawn Way (Route 101) and Clayton Avenue (Route 118)
- CP 2024-09F Corcoran Path and Dawson Way Area – Cooper Path (Route 130)
- CP 2024-09E Inver Grove Trail – Inver Grove Trail (Route 115)
- CP 2024-09H 96th Street – 96th Street (Route 110)

Use of MSAS funding for street improvements to streets on a City's MSAS system requires plan approval by the Minnesota Department of Transportation's (MnDOT) State Aid division. A design plan submittal and approval by MnDOT State Aid will be necessary for the above listed streets. FDR and mill and overlay type pavement improvements are considered recondition improvements by State Aid and will be subject to State Aid Rule 8820.9926. All streets listed above meet the minimum criteria for Rule 8820.9926 and no variances will be necessary for this project.

5. EASEMENT AND PROPERTY REQUIREMENTS

The proposed street, storm, and utility improvements are proposed to occur within existing City right-of-ways and easements. No easement or property acquisition is anticipated to be necessary with this project.

6. NEIGHBORHOOD OPEN HOUSE MEETING

A feasibility study neighborhood open house meeting was held on September 13th, 2023 at the Veteran's Memorial Community Center (VMCC). The purpose of the open house meeting was to inform area residents of the proposed improvements, share project estimated costs, funding, and schedule, and answer any questions regarding the Public Improvement Hearing. A summary of the open house meeting is included in **Appendix F**.

7. ESTIMATED COSTS AND PROJECT FINANCING

The estimated costs for the 2024 PMI projects are provided in the table below and split per project area. The estimated project costs include a 15% construction contingency and a 28% allowance for indirect

costs. The indirect costs include the following items: 12% engineering, 1% fiscal, 1% legal, 11% administrative and 3% capitalized interest. Detailed cost estimates are provided in **Appendix D**.

Project	Roadway Improv.	Storm Sewer Improv.	Sanitary Sewer Improv.	Watermain Improv.	Total
CP 2024-09D	\$1,256,099.99	\$161,110.40	\$48,576.00	\$53,028.80	\$1,518,815.19
CP 2024-09E	\$834,942.14	\$22,668.80	\$32,384.00	\$78,936.00	\$968,930.94
CP 2024-09F	\$1,946,310.72	\$55,862.40	\$53,433.60	\$146,942.40	\$2,202,549.12
CP 2024-09G	\$3,441,280.01	\$463,900.80	\$103,628.80	\$186,612.80	\$4,195,422.41
CP 2024-09H	\$2,459,053.95	\$124,192.64	N/A	N/A	\$2,583,246.59
CP 2024-09I	\$115,456.34	\$5,343.36	\$11,496.32	\$9,310.40	\$141,606.42
Totals	\$10,053,143.15	\$833,078.40	\$249,518.72	\$474,830.40	\$11,610,570.67

The proposed project will receive funding from the following sources.

Pavement Management – Local Streets (Fund 440)

The proposed financing plan assumes a City contribution from the pavement management fund, consistent with City policy, as shown below. The pavement management funding includes franchise fee funding.

Storm Water Capital (Fund 531)

The remaining storm sewer costs after special assessments are applied will be funded from the City's storm water capital fund.

Special Assessments

The property owners' share of the street and storm costs will be funded by assessments in accordance with Minnesota Statutes Chapter 429 and the City's current assessment policy. The City's current policy is to assess 55% of the street and storm sewer improvements in FDR project areas and 80% of the street and storm sewer improvements in mill and overlay project areas. A preliminary assessment roll and map for each project area is provided in **Appendix E**.

Municipal State Aid (MSA) Funds

As discussed in section 4 of this report, some street segments are eligible for State Aid funding on the project. State Aid funding for City Project 2024-09E is provided in the table below. State Aid funding is allocated to other projects in the 5-year capital improvement plan.

Sewer Capital (Fund 404) and Water Capital (Fund 403)

The watermain and sanitary sewer improvements identified in this report will be funded out of appropriate City utility funds.

Benefit Appraisal

City staff reviewed proposed per-policy assessment are within the historic assessment amount for a similar type and class of property. Staff may have provided an assessment cap identifying the maximum amount of benefit the proposed project improvements are anticipated to provide to benefitting properties based on historic data. A special benefit analysis can be ordered to be completed by an appraiser prior to the assessment hearings, if deemed necessary. The lower of the per policy and assessment cap amount is utilized for the proposed assessment.

A summary of the proposed assessments and project funding is provided in the table below.

Project	Funding Source					
	Pavement Management – Local Streets (Fund 440)	Storm Water Capital (Fund 531)	Municipal State Aid (MSA) Funds	Sewer Capital (Fund 404)	Water Capital (Fund 403)	Special Assessments
CP 2024-09D	\$565,245.00	\$72,499.68		\$48,576.00	\$53,028.80	\$779,465.71
CP 2024-09E	\$119,563.33	\$2,040.19	\$486,414.11	\$32,384.00	\$78,936.00	\$249,593.31
CP 2024-09F	\$875,839.82	\$25,138.08		\$53,433.60	\$146,942.40	\$1,101,195.22
CP 2024-09G	\$1,726,174.45	\$208,755.36		\$103,628.80	\$186,612.80	\$1,970,251.00
CP 2024-09H	\$1,036,443.37	\$55,886.69		\$0.00	\$0.00	\$1,490,916.53
CP 2024-09I	\$23,091.27	\$1,068.67		\$11,496.32	\$9,310.40	\$96,639.76
Total	\$4,346,357.24	\$365,388.67	\$486,414.11	\$249,518.72	\$474,830.40	\$5,688,061.53

8. 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 Schedule Public Hearing	August 28, 2023
Neighborhood Feasibility Open House	September 13, 2023
Public Improvement Hearing	September 25, 2023
Council Receive Feasibility Report	
Council Order Project	
Authorize Preparation of Final Plans and Specs	
Council Approves Plans and Specs	January 22, 2024
Authorize Advertisement for Bids	
Bid Opening	February 28, 2024
City Council Accepts Bids	March 11, 2024
Council Awards Contract	
Neighborhood Construction Open House	April 2024
Begin Construction	Spring/Summer 2024
City Council Schedule Assessment Hearing	September 9, 2024
Assessment Hearing Informational Meeting	September 25, 2024
Assessment Hearing	October 14, 2024

9. SUMMARY AND RECOMMENDATIONS

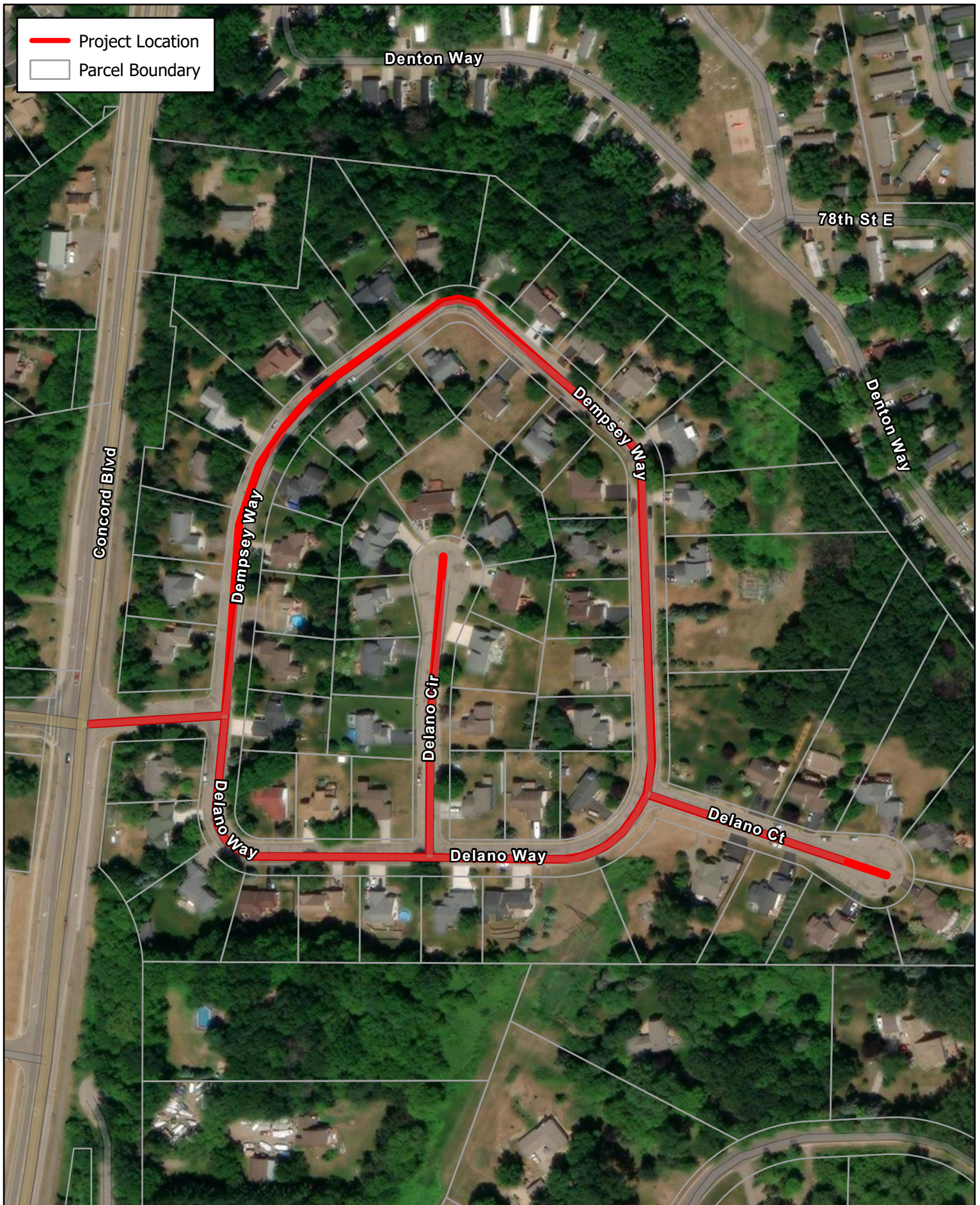
Based upon the analysis completed as a part of this report, the proposed City Projects 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H, and 2024-09I are feasible, necessary, and cost effective, and would benefit the properties in the project area and the City of Inver Grove Heights.

We recommend the following:

- A. The City Council orders and holds a public hearing on September 25, 2023.
- 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 and orders approved projects.

APPENDICES

APPENDIX A – PROJECT LOCATION FIGURES

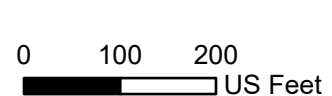


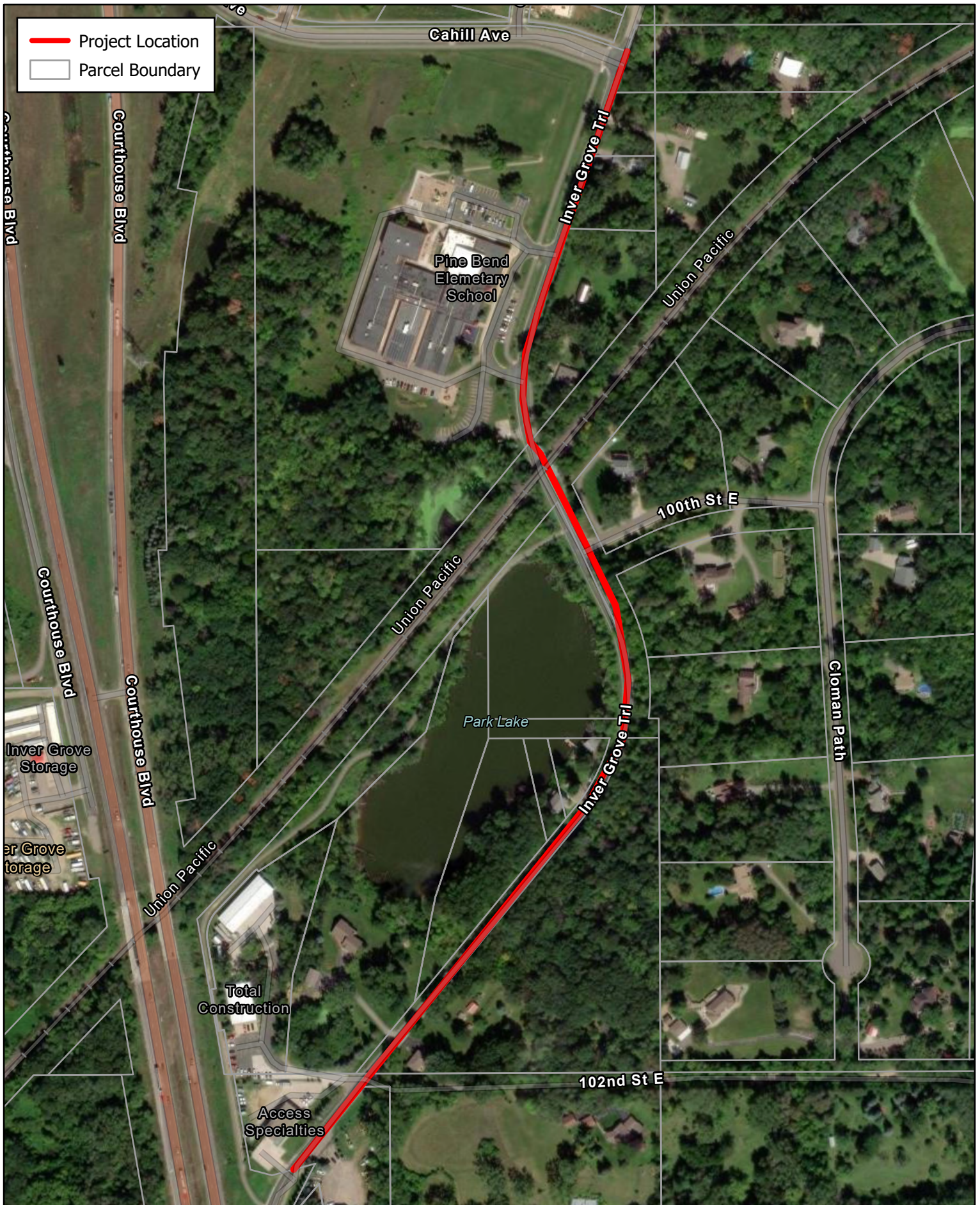
-  Project Location
-  Parcel Boundary



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

Project Location Map
2024 Pavement Management Initiative
2024-09D Delano Way and Dempsey Way Area
Inver Grove Heights, MN



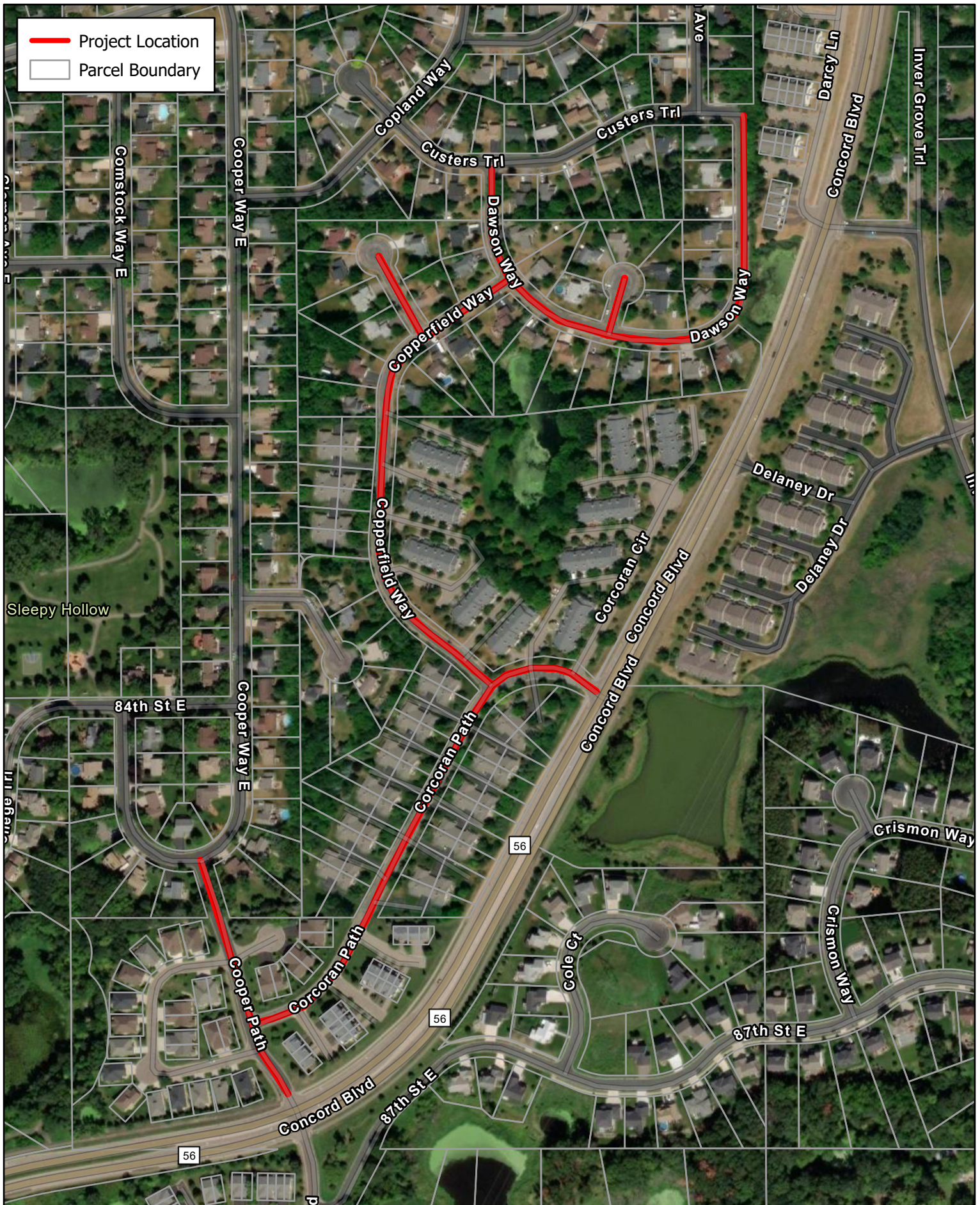


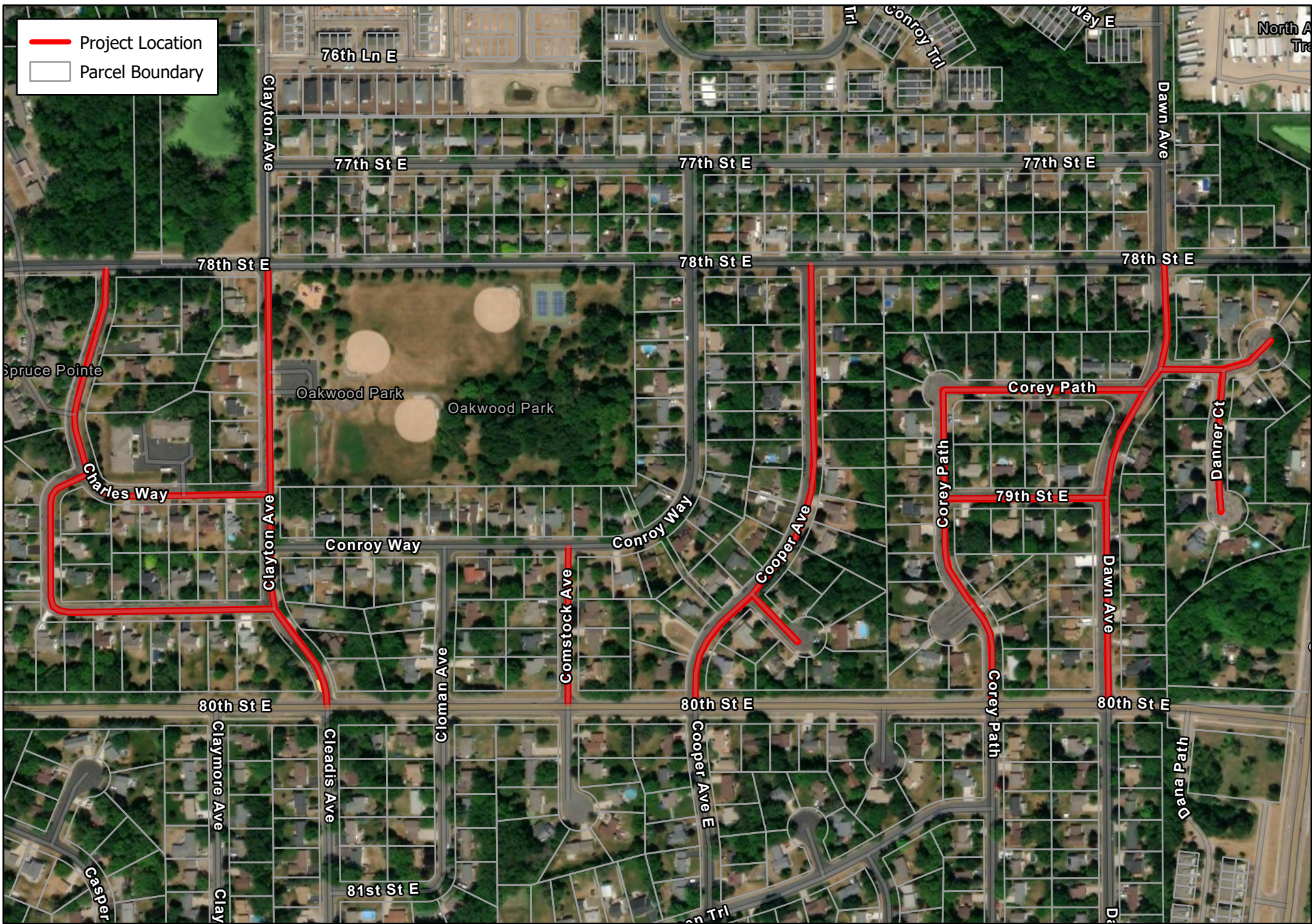
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

Project Location Map
2024 Pavement Management Initiative
2024-09E Inver Grove Trail
Inver Grove Heights, MN

0 155 310
US Feet



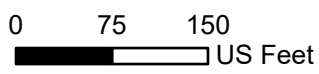






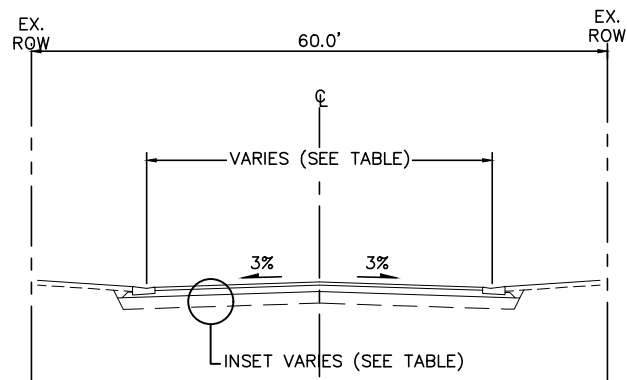
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

Project Location Map
2024 Pavement Management Initiative
2024-091 Bixby Way
Inver Grove Heights, MN

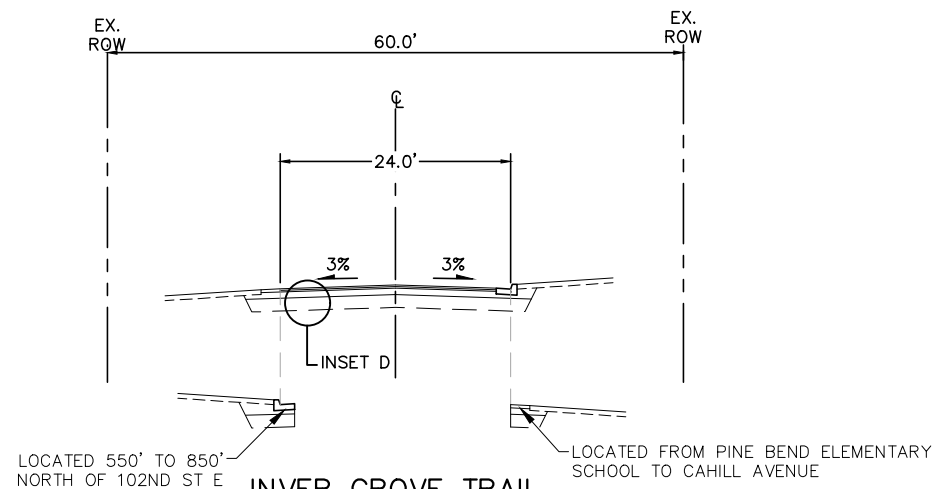


APPENDIX B – TYPICAL SECTIONS AND IMPROVEMENT MAPS

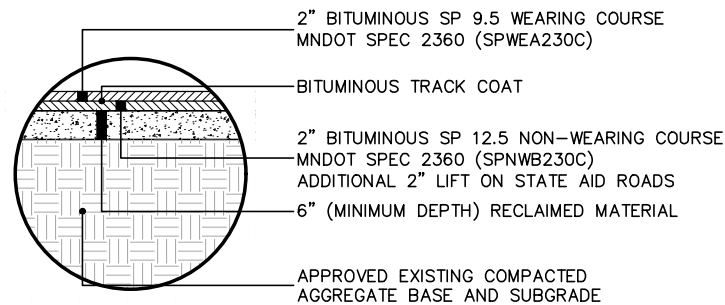
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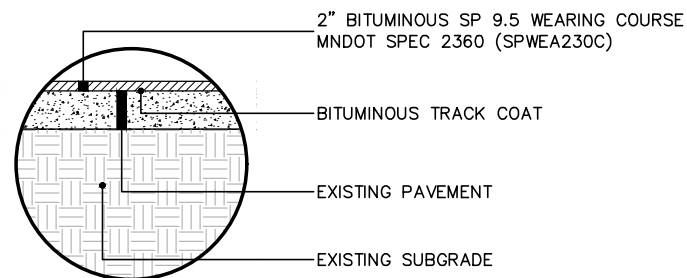
PROPOSED TYPICAL
STREET SECTION



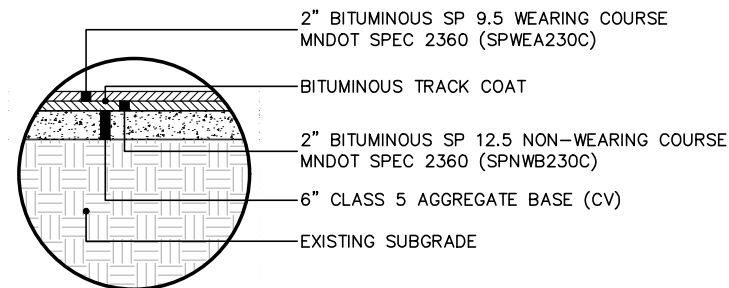
INVER GROVE TRAIL
TYPICAL SECTION



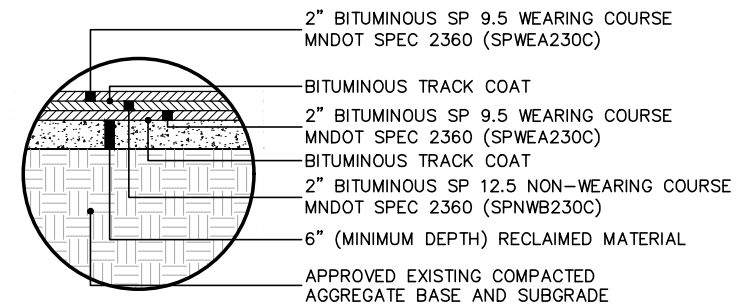
INSET A: FULL DEPTH
PAVEMENT RECLAMATION



INSET B: MILL AND
OVERLAY



INSET C: FULL DEPTH PAVEMENT
99TH STREET CUL-DE-SAC



INSET D: FULL DEPTH PAVEMENT RECLAMATION
INVER GROVE TRAIL

STREET WIDTH TABLE					
PROJECT NAME	PROJECT DESCRIPTION	STREET NAME	STREET WIDTH	CURB & GUTTER TYPE	PAVEMENT REHABILITATION APPROACH
CP 2023-09D	DELANO WAY AND DEMPSEY WAY AREA	OTHER	36	SURMOUNTABLE	FDR
		80TH ST.	42	SURMOUNTABLE	FDR
CP 2024-09E	INVER GROVE TRAIL	OTHER	26	BARRIER	FDR
		RURAL SECTION	24		FDR
CP 2024-09F	CORCORAN PATH AND DAWSON WAY AREA	ALL STREETS	36	SURMOUNTABLE	FDR
CP 2024-09G	SOUTH GROVE AREA 7	OTHER	36	SURMOUNTABLE	FDR
		DAWN AVE	44	SURMOUNTABLE	FDR
		CLAYTON AVE	34	SURMOUNTABLE	FDR
CP 2024-09H	96TH STREET AND 99TH STREET AREA	OTHER	26	SURMOUNTABLE	FDR/M&O
		BAKER COURT	28	SURMOUNTABLE	FDR
		99TH ST	30	SURMOUNTABLE	M&O
CP 2024-09I	BIXBY WAY	BIXBY WAY	30	SURMOUNTABLE	M&O

Legend

Full Depth Pavement
Reclamation (10" Depth)

Existing Storm Pipes

Existing Storm Manholes

Existing Storm Aprons

Existing Storm Catch Basins

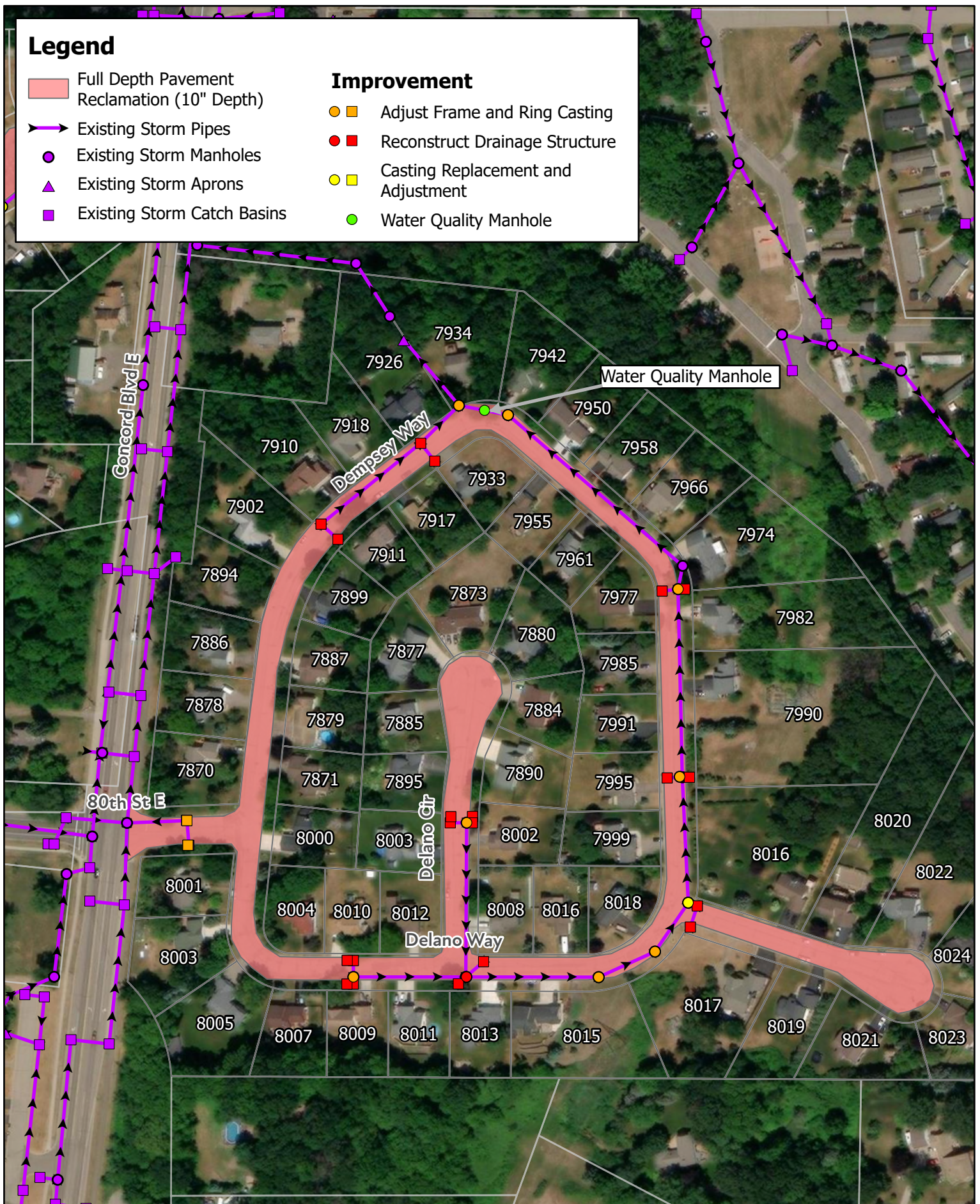
Improvement

Adjust Frame and Ring Casting

Reconstruct Drainage Structure

Casting Replacement and
Adjustment

Water Quality Manhole



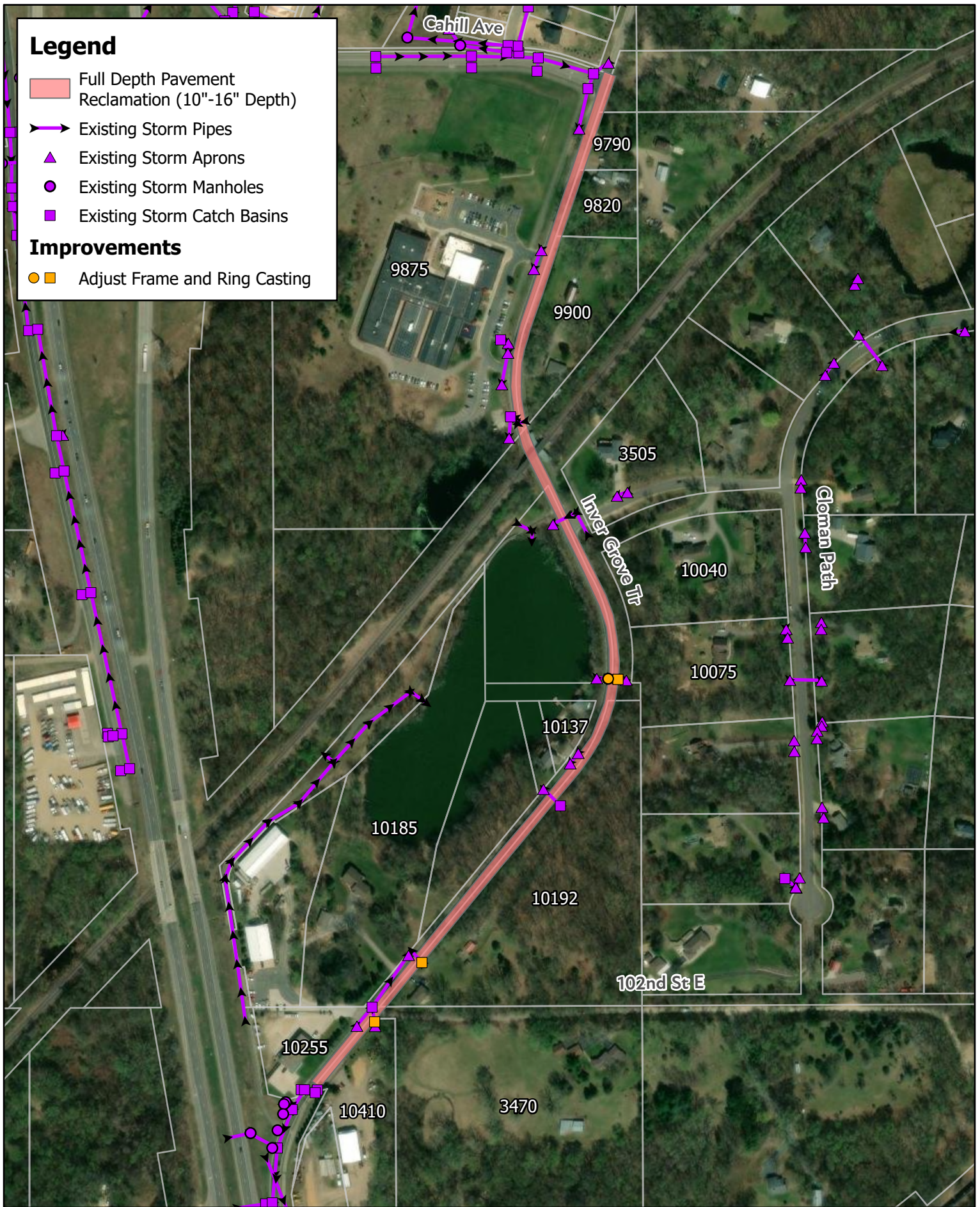
City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

Street and Storm Sewer Improvements Map

2024 Pavement Management Initiative
CP 2024-09D Delano Way and Dempsey Way Area
Inver Grove Heights, MN

0 100 200
US Feet





Street and Storm Sewer Improvements Map

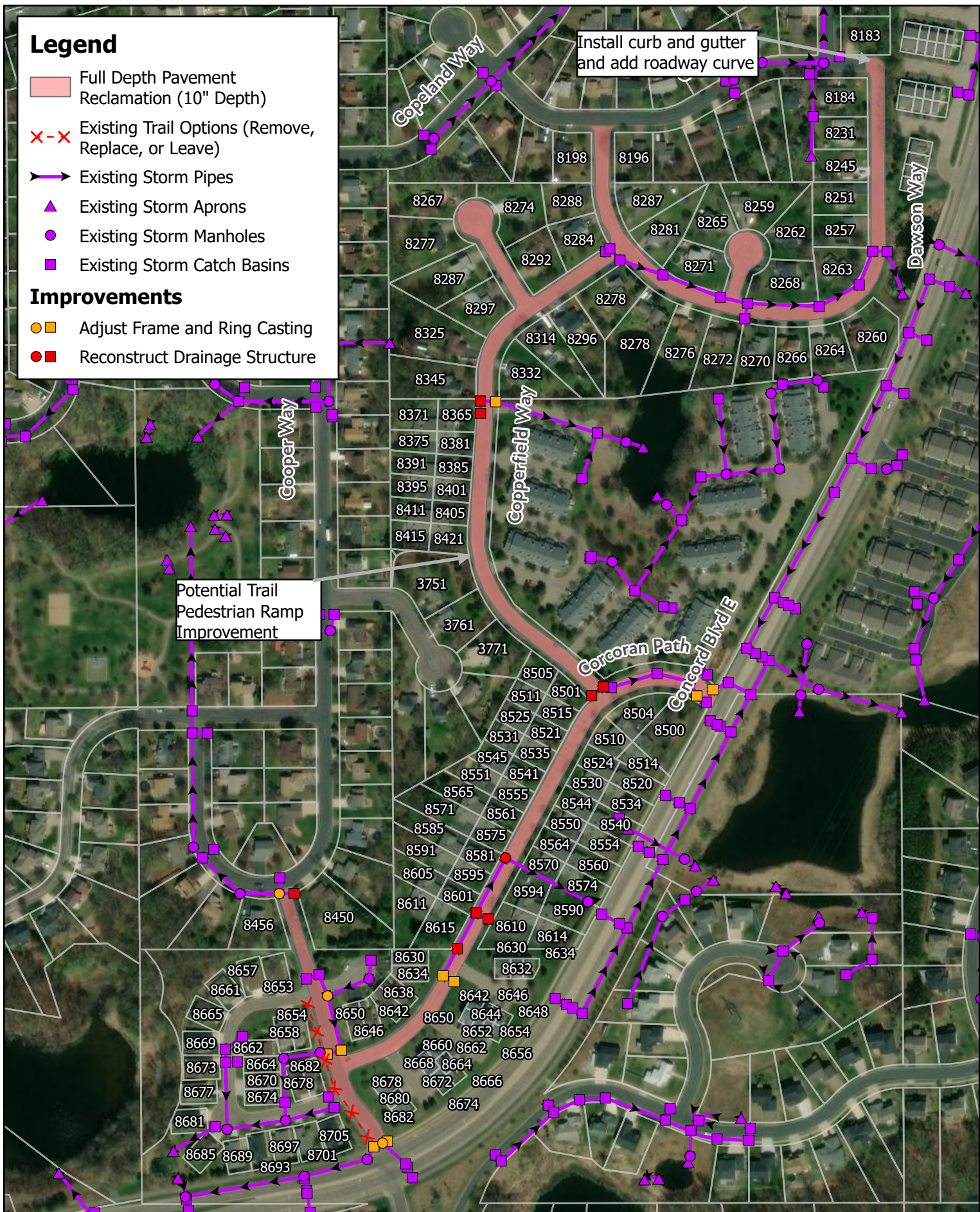
2024 Pavement Management Initiative

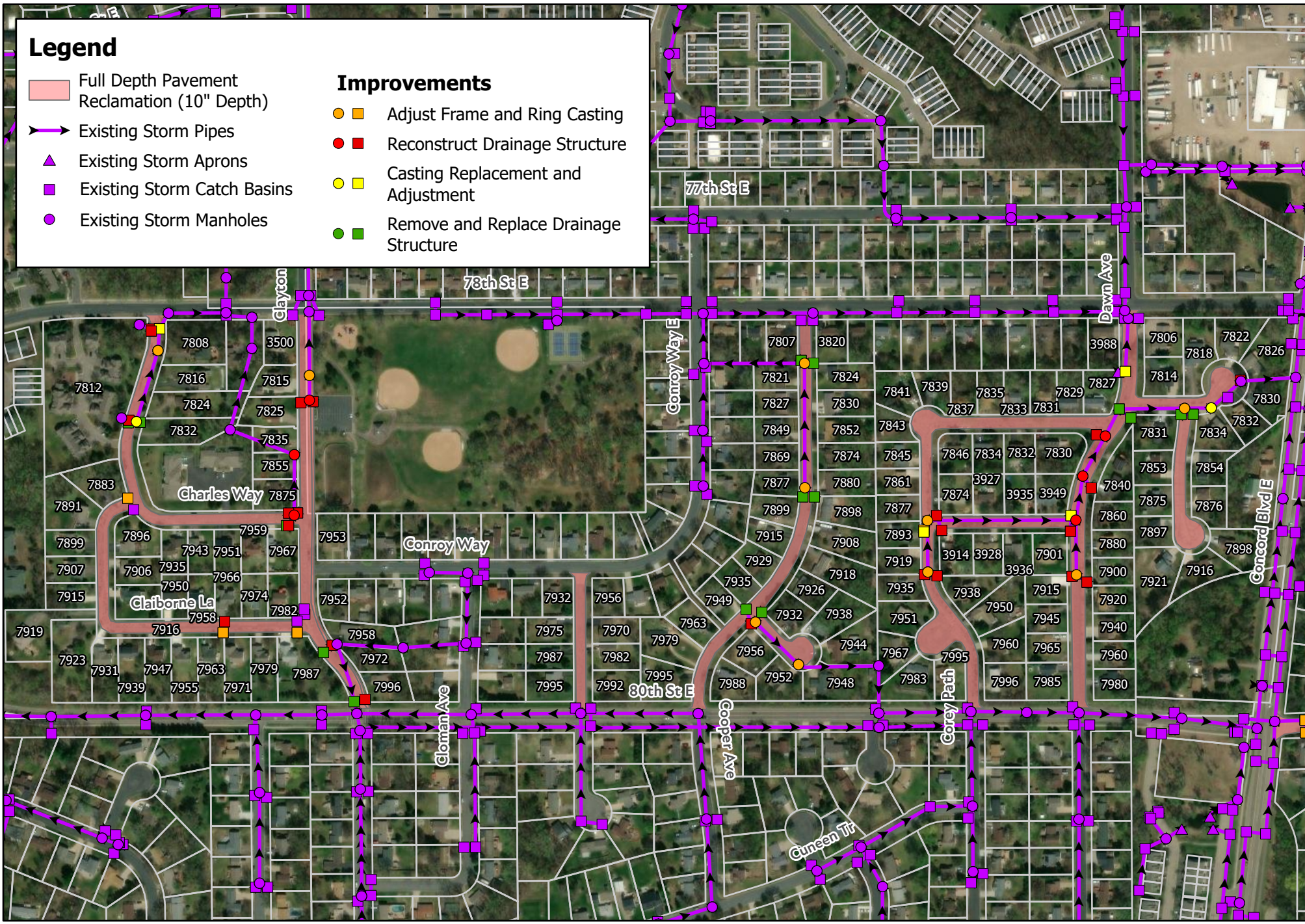
CP 2024-09E Inver Grove Trail

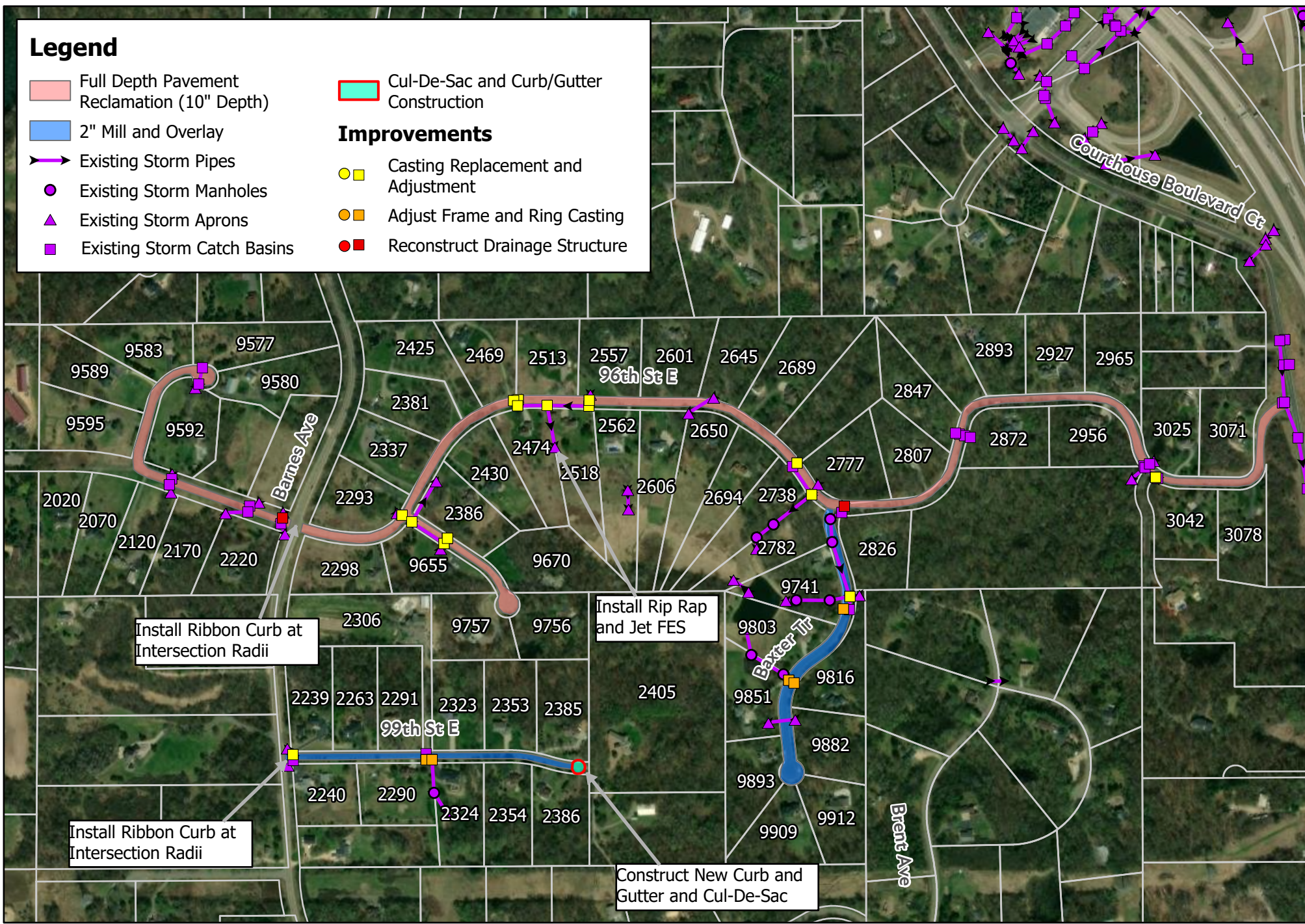
Inver Grove Heights, MN

0 170 340
US Feet







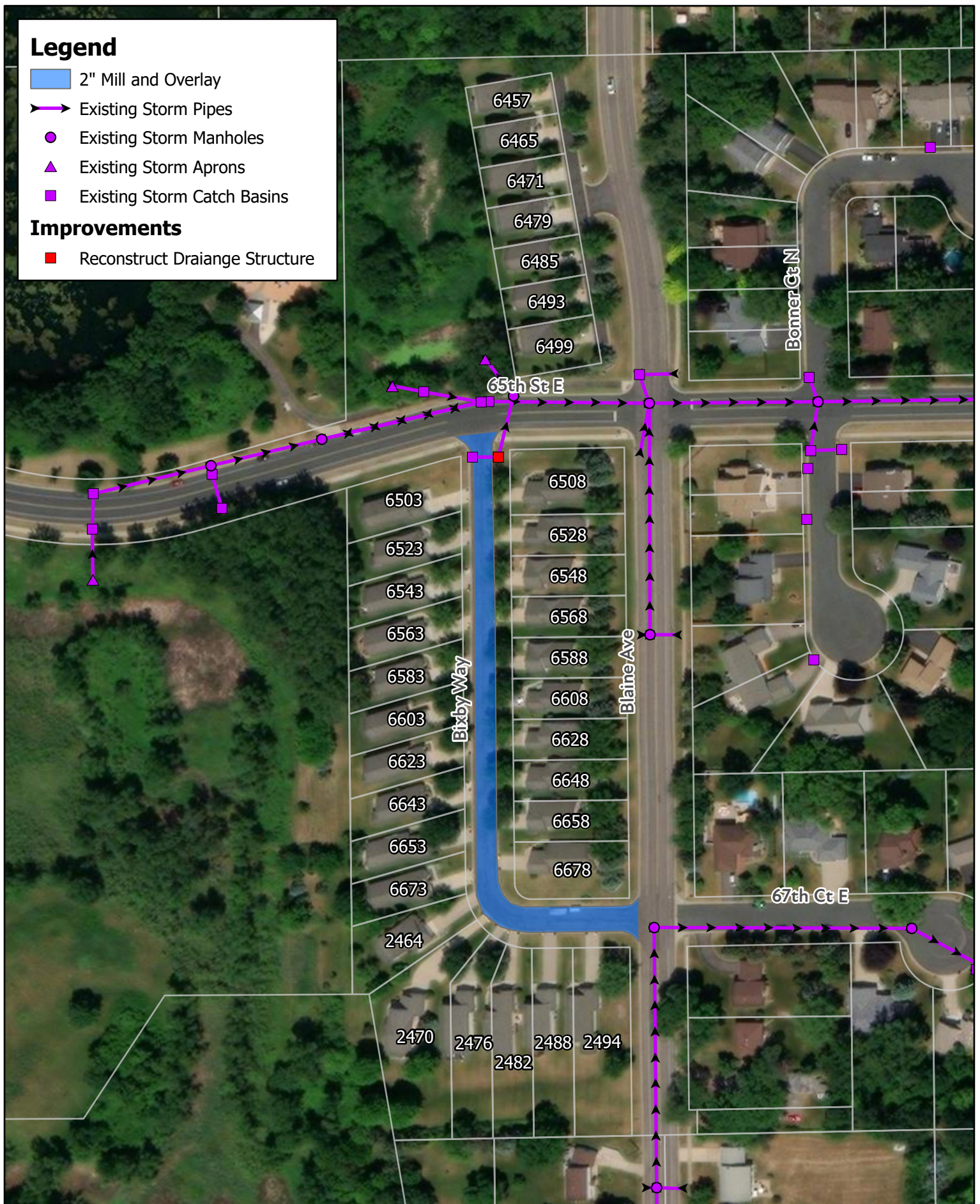


Legend

- 2" Mill and Overlay
- Existing Storm Pipes
- Existing Storm Manholes
- Existing Storm Aprons
- Existing Storm Catch Basins

Improvements

- Reconstruct Drainage Structure



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

Street and Storm Sewer Improvements Map

2024 Pavement Management Initiative

CP 2024-09I Bixby Way Area

Inver Grove Heights, MN

0 75 150
US Feet



Legend

— Existing Water Main

— Existing Water Pipes

⊕ Existing Water Hydrant

⊗ Existing Water Valves

● Existing Sewer Manholes

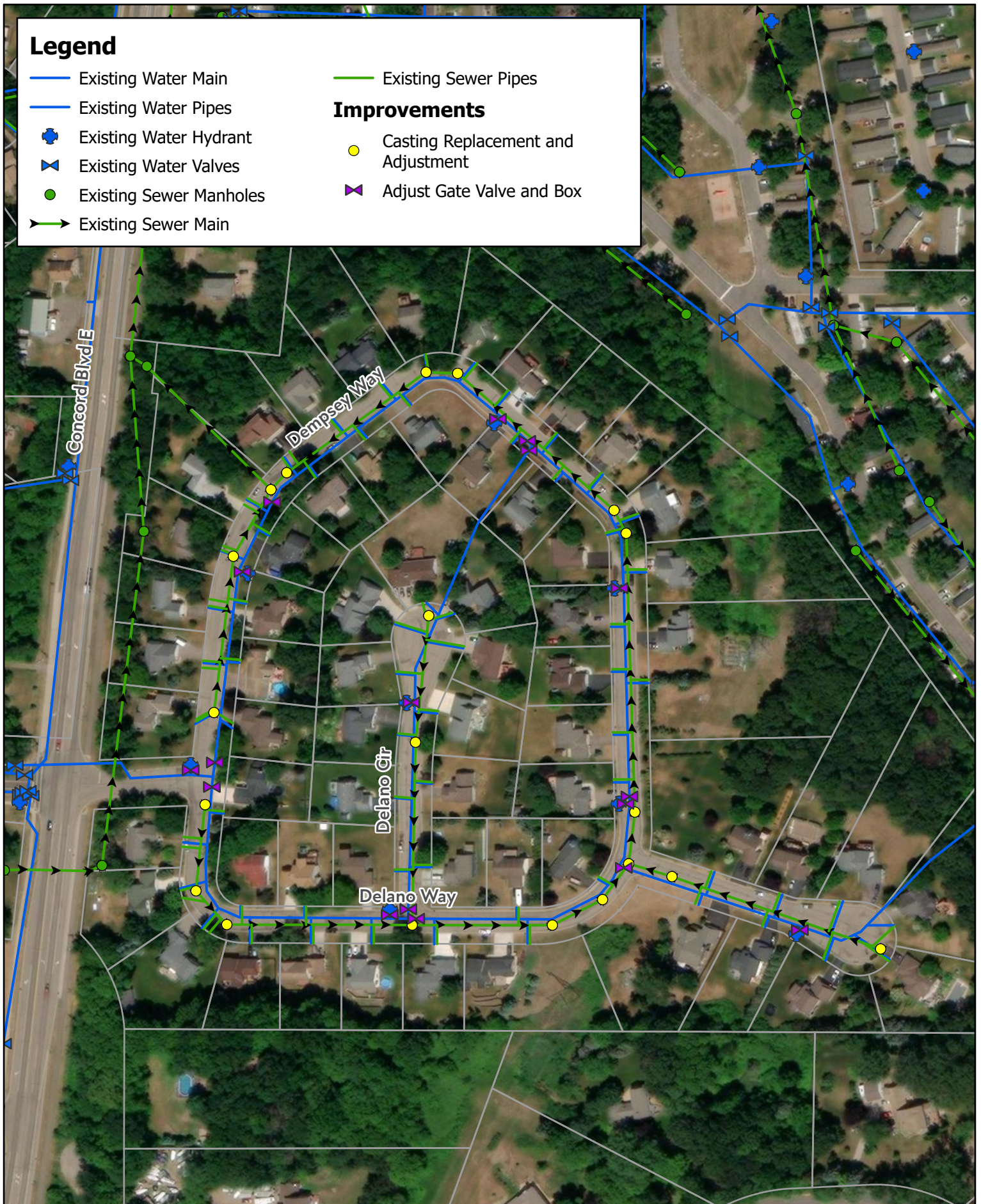
➤ Existing Sewer Main

— Existing Sewer Pipes

Improvements

● Casting Replacement and Adjustment

⊗ Adjust Gate Valve and Box



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE



Sanitary Sewer and Watermain Improvements Map

2024 Pavement Management Initiative

CP 2024-09D Delano Way and Dempsey Way Area

Inver Grove Heights, MN

0 100 200
US Feet

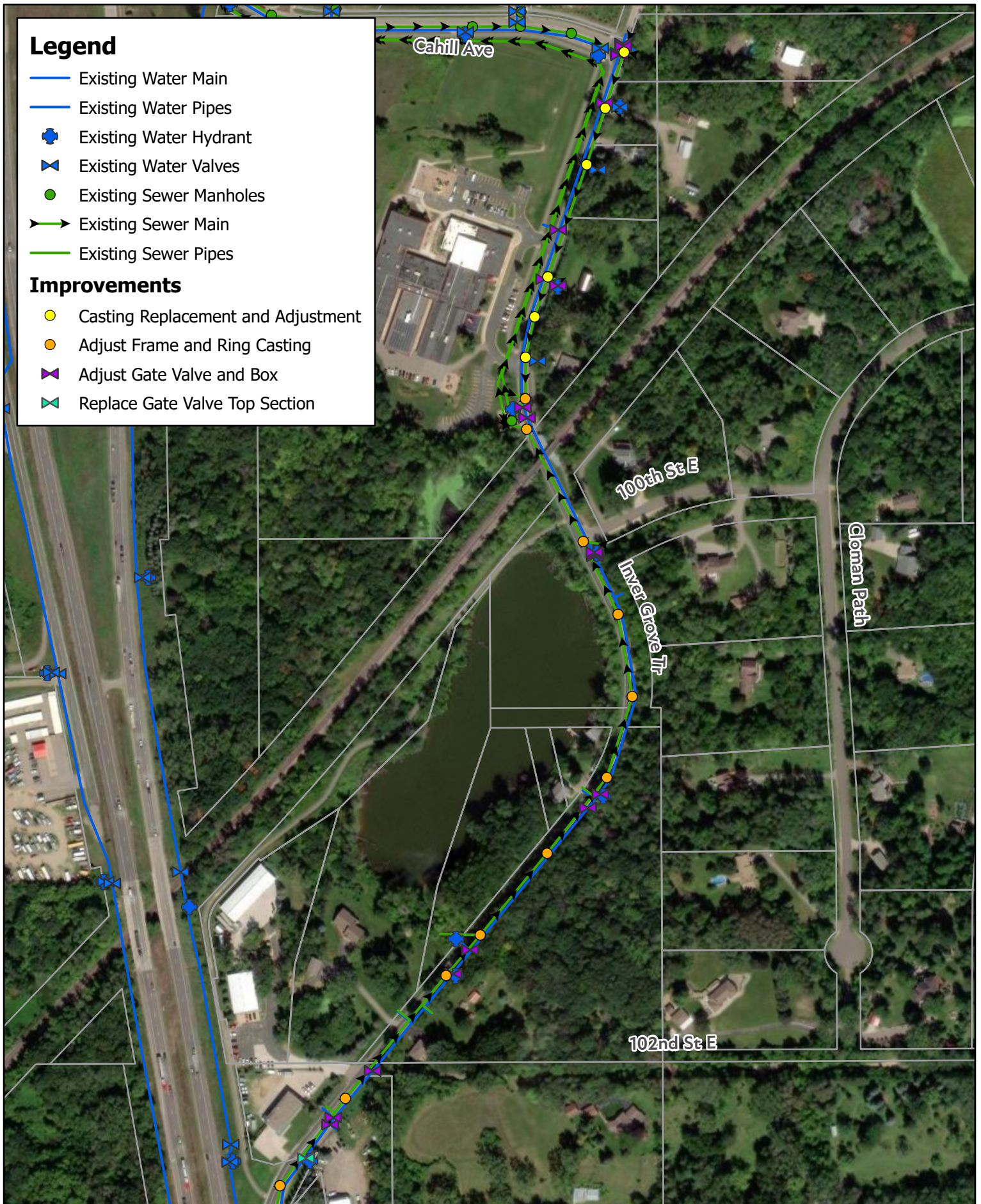


Legend

- Existing Water Main
- Existing Water Pipes
- Existing Water Hydrant
- Existing Water Valves
- Existing Sewer Manholes
- Existing Sewer Main
- Existing Sewer Pipes

Improvements

- Casting Replacement and Adjustment
- Adjust Frame and Ring Casting
- Adjust Gate Valve and Box
- Replace Gate Valve Top Section



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE



Sanitary Sewer and Watermain Improvements Map

2024 Pavement Management Initiative

CP 2024-09E Inver Grove Trail

Inver Grove Heights, MN

0 155 310
US Feet





Sanitary Sewer and Watermain Improvements Map

2024 Pavement Management Initiative
CP 2024-09F Corcoran Path and Dawson Way Area
Inver Grove Heights, MN

0 150 300
US Feet

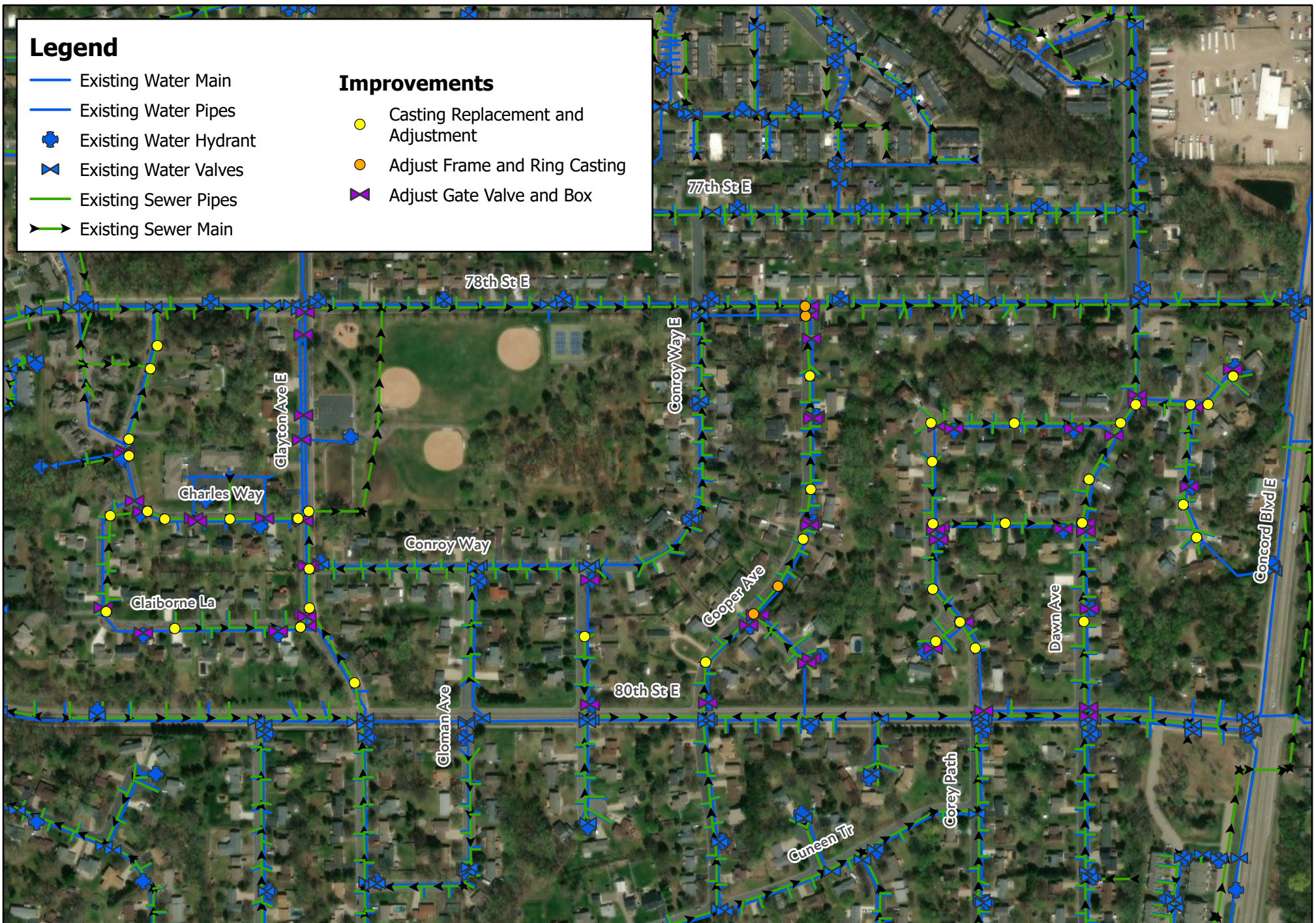


Legend

- Existing Water Main
- Existing Water Pipes
- ⊕ Existing Water Hydrant
- ⋈ Existing Water Valves
- Existing Sewer Pipes
- Existing Sewer Main

Improvements

- Casting Replacement and Adjustment
- Adjust Frame and Ring Casting
- ⋈ Adjust Gate Valve and Box



Sanitary Sewer and Watermain Improvements Map

2024 Pavement Management Initiative

CP 2024-09G South Grove Area 7

Inver Grove Heights, MN



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE

0 200 400
US Feet

N

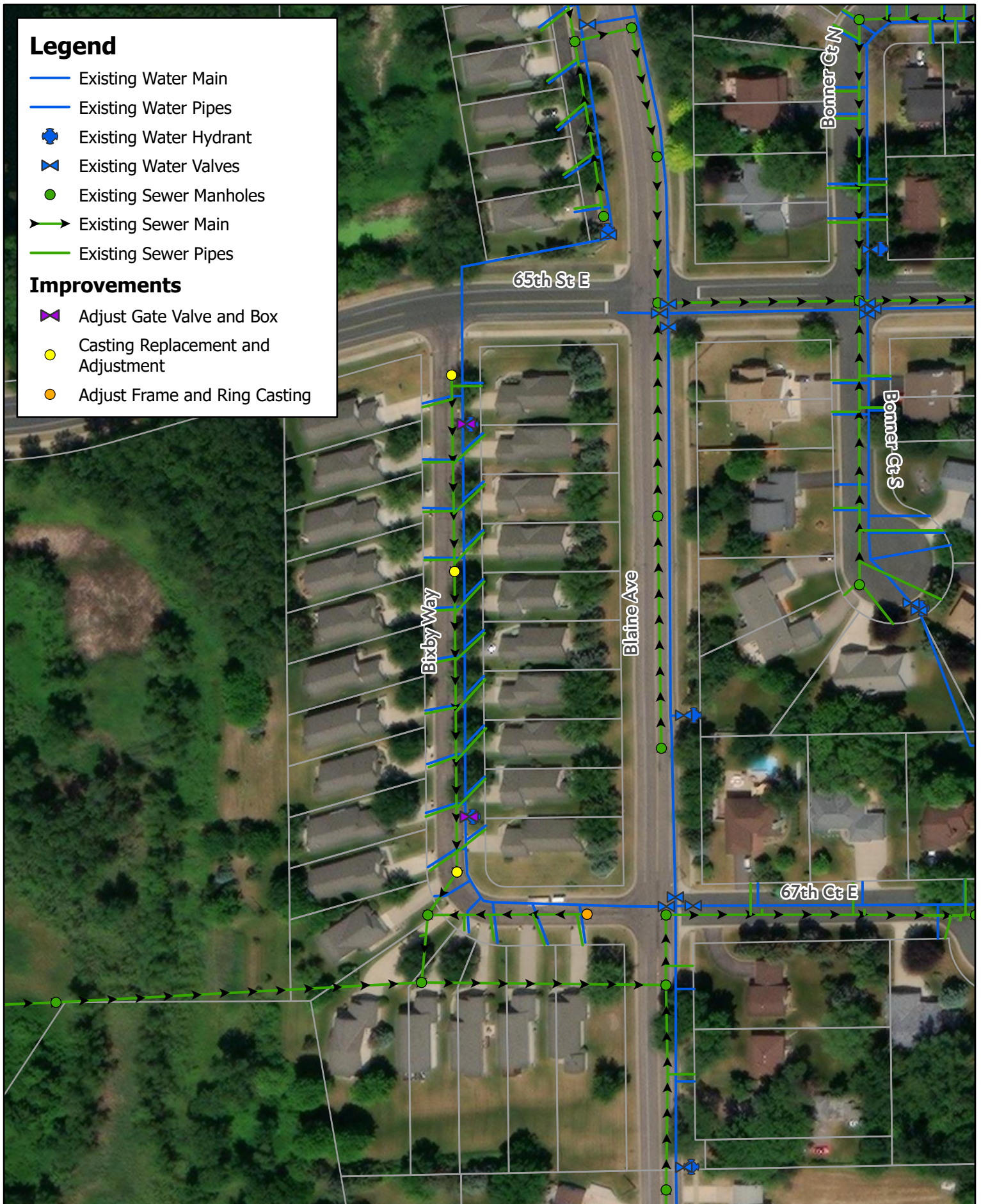


Legend

- Existing Water Main
- Existing Water Pipes
- Existing Water Hydrant
- Existing Water Valves
- Existing Sewer Manholes
- Existing Sewer Main
- Existing Sewer Pipes

Improvements

- Adjust Gate Valve and Box
- Casting Replacement and Adjustment
- Adjust Frame and Ring Casting



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE



Sanitary Sewer and Watermain Improvements Map

2024 Pavement Management Initiative

CP 2024-091 Bixby Way

Inver Grove Heights, MN

0 62.5 125
US Feet

N



APPENDIX C – GEOTECHNICAL INVESTIGATION SUMMARY TABLE

Pavement Evaluation Results and Recommendations (sorted alphabetically by street name)
City of Inver Grove Heights
Braun Intertec Project B2305464

Name	From	To	Today's Estimated Pavement Condition Index	Last Major Repair Dates	Last Preventive Repair Dates	Approximate Age (yrs)	GPR Results		Previous Explorations					Recent Explorations				City's Planned Repair	Recommended Reclaim Depth (in)
							Avg Bituminous Thickness (in.)	Avg Apparent Aggregate Base Thickness (in.)	Date	Source	Number	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Core	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Underlying Core Condition		
79th Street	Corey Path	Dawn Ave	0	1981	2002	42	5.6	6.1	2013	Braun Study	ST-57	3.00	6.00	C-3	4.25	12.00	Good condition	FDR	10
80th Street	Concord Blvd	Dempsey Way	77	1984		39	5.8	5.7						C-4	4.00	6.00	Good condition	FDR	10 to 12
														C-5	7.50	11.50	Good condition		
														C-6	3.75	7.25	Good condition		
96th Street	Baker Court	Courthouse Blvd	43	1994 to 1997	2001 to 2007	29	4.6	5.2	2013	Braun Study	ST-62	3.00	7.00					FDR	10
									2013	Braun Study	ST-63	3.00	9.00						
									2013	Braun Study	ST-64	3.00	9.00						
									2013	Braun Study	ST-65	3.25	7.00						
									2013	Braun Study	ST-66	4.50	6.50						
									2013	Braun Study	ST-67	4.50	6.50						
									2013	Braun Study	ST-68	4.50	6.00						
									2013	Braun Study	ST-69	4.50	6.00						
									2013	Braun Study	ST-70	3.50	7.50						
									2013	Braun Study	C-27	3.25	7.00						
									2013	Braun Study	C-26A	3.00	7.00						
									2013	Braun Study	C-28	3.25	13.00						
									2013	Braun Study	C-29	4.50	11.50						
									2013	Braun Study	C-30	4.00	3.00						
									2013	Braun Study	C-31	4.25	8.00						
99th Street	Barnes Ave	East End	72	1999	2012	24	4.0	11.0	2019	Element	B437-920	4.00	12.00	C-13	3.50	14.50	Core crumbled; high severity stripping throughout core	Mill-and-overlay	--
									2019	Element	B438-922	4.00	12.00	C-14	4.00	18.00	Good condition		
									2019	Element	B439-924	4.00	12.00						
									2019	Element	C263-919	4.25	12.00						
									2019	Element	C262-921	4.75	12.00						
									2019	Element	C261-923	4.25	12.00						
									2019	Element	C260-925	4.00	12.00						
Baker Court	96th Street	Cul de sac	0	1995	2003	28	4.5	5.3	2019	Element	C257-533	4.50	10.00					FDR	10
									2019	Element	C256-535	3.00	10.00					FDR	10
									2019	Element	B426-534	3.00	10.00						
Barton Trail	96th Street	Cul de sac	29	1994	2001	29	4.4	3.9	2013	Braun Study	ST-70	3.50	7.50					FDR	10
Baxter Trail	Cul de sac	96th Street	73	1997	2016	26	4.9	3.9	2013	Braun Study	ST-71	4.25	6.50	C-11	5.00	10.50	Good condition	Mill-and-overlay	--
									2013	Braun Study	ST-72	4.00	6.50	C-12	5.00	8.00	Good condition		
									2013	Braun Study	C-32	4.00	10.00						
Bixby Way	Blaine Ave	65th Street	81	1996	2017	27	5.5	4.7	2012	AET	B-74	5.00	0.00	C-1	4.00	15.50	Good condition	Edge Mill-and-overlay plus 2" OL	--
									2012	AET	B-75	4.50	0.00	C-2	6.00	6.50	Good condition		
									2012	AET	C-74	6.50	0.00						
									2012	AET	C-75	4.25	0.00						
Charles Way	Clayton Ave	78th Street	0	1984	2002	39	5.0	8.2	2019	Element	B359-387	5.00	8.00					FDR	10 to 12
									2019	Element	B357-837	5.00	6.00						
									2019	Element	B358-1610	5.00	6.00						
									2019	Element	C422-386	4.50	8.00						
									2019	Element	C427-836	4.75	6.00						
									2019	Element	C428-838	5.00	6.00						
									2019	Element	C423-1611	3.75	6.00						
Claiborne Lane	Clayton Ave	Charles Way	0	1995	2002	28	5.5	5.2	2019	Element	B356-770	4.50						FDR	10
									2019	Element	B355-772	7.00	6.00						
									2019	Element	C426-771	4.00	6.00						
									2019	Element	C425-773	4.25	6.00						
									2019	Element	B396-384	7.00	6.00						

Pavement Evaluation Results and Recommendations (sorted alphabetically by street name)
City of Inver Grove Heights
Braun Intertec Project B2305464

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							Avg Bituminous Thickness (in.)	Avg Apparent Aggregate Base Thickness (in.)	Date	Source	Number	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Core	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Underlying Core Condition		
Clayton Ave	80th Street	78th Street	0	1979	2002	44	7.0	7.9	2019	Element	B397-1607	6.00						FDR	10 to 12
									2019	Element	C488-383	5.50	6.00						
									2019	Element	C487-385	7.00	6.00						
									2019	Element	C490-774	8.50	8.00						
									2019	Element	C489-1609	6.75	8.00						
Comstock Ave	80th Street	Conroy Way	0	1981	2002	42	5.0	6.7	2013	Braun Study	C-21	4.00	10.00					FDR	10 to 12
									2013	Braun Study	ST-49	5.75	6.50						
Cooper Ave	80th Street	78th Street	13	1979	2002	44	6.7	**	2013	Braun Study	ST-50	5.00	6.00					FDR	10 to 12
									2013	Braun Study	ST-52	4.00	6.00						
									2013	Braun Study	ST-53	5.75	6.50						
									2013	Braun Study	C-22	7.50	12.50						
									2013	Braun Study	C-23	7.50	8.50						
Cooper Court	Cooper Ave	Cul de sac	17	1979	2002	44	7.8	**	2013	Braun Study	C-24	7.25	4.75					FDR	10 to 12
									2013	Braun Study	ST-51	5.75	6.00						
Cooper Path	Concord Blvd	Corcoran Path	53	1992 to 2005	2018	31	5.0	**						C-9	4.00	6.50	Low severity stripping in bottom 2 inches of core	FDR	10 to 12
														C-10	6.50	5.50	Core broken; severe stripping in bottom 2.5 inches of core		
														C-15	5.25	10.25	Good condition		
Copperfield Court	Copperfield Way	Cul de sac	13	1994	2006	29	4.5	6.0	2019	Element	C295-399	5.00	8.00					FDR	10 to 12
Copperfield Way	Corcoran Path	Dawson Way	1	1994 to 1995	2006	29	4.6	9.5	2019	Element	B169-433	4.50	14.00					FDR	10 to 12
									2019	Element	B170-435	5.00	14.00						
									2019	Element	C296-398	4.50	8.00						
									2019	Element	C292-432	4.75	12.00						
									2019	Element	C293-434	2.75	12.00						
									2019	Element	C294-436	4.50	12.00						
Corcoran Path	Cooper Path	Concord Blvd	25	1992 to 1995	2006	31	4.5	5.4	2019	Element	B166-1224	7.00	12.00					FDR	10 to 12
									2019	Element	B167-1226	4.00	12.00						
									2019	Element	B168-1228	5.00	12.00						
									2019	Element	C291-431	4.50	10.00						
									2019	Element	C288-1223	3.25	12.00						
									2019	Element	C289-1225	3.25	12.00						
									2019	Element	C290-1227	2.25	12.00						
Corey Path	80th Street	Dawn Ave	0	1982	2002	41	5.8	**	2013	Braun Study	C-21A	4.00	6.00					FDR	10
									2013	Braun Study	C-20A	5.50	4.00						
									2013	Braun Study	C-22A	5.00	7.00						
									2013	Braun Study	ST-54	3.00	8.00						
									2013	Braun Study	ST-55	2.50	6.00						
									2013	Braun Study	ST-56	3.00	6.00						
Danner Court	Cul de sac	Davidson Court	0	1988	2002	35	5.2	7.0	2013	Braun Study	ST-58	5.50	8.00					FDR	10 to 12
									2013	Braun Study	C-26	3.50	8.50						
Davidson Court	Dawn Ave	Cul de sac	0	1982	2002	41	4.6	6.5	2013	Braun Study	C-24A	4.00	6.00					FDR	10
									2013	Braun Study	ST-59	3.00	8.00						
Dawn Avenue	80th Street	78th Street	0	1981	2002	42	4.8	**	2013	Braun Study	ST-60	4.25	7.00					FDR	10
									2013	Braun Study	ST-61	3.00	5.00						
									2013	Braun Study	C-25	4.00	14.00						
									2013	Braun Study	C-23A	4.00							
Dawson Court	Dawson Way	Cul de sac	8	1993	2006	30	4.5	8.0						C-7	5.00	6.00	Good condition	FDR	10 to 12
														C-8	6.00	12.50	Core crumbled; high severity stripping throughout core		
Dawson Way	Custers Trail	Custers Trail	15	1993	2006	30	4.5	11.0	2019	Element	B175-401	4.00	12.00					FDR	10 to 12
									2019	Element	B174-403	5.00	19.00						

Pavement Evaluation Results and Recommendations (sorted alphabetically by street name)
City of Inver Grove Heights
Braun Intertec Project B2305464

Name	From	To	Today's Estimated Pavement Condition Index	Last Major Repair Dates	Last Preventive Repair Dates	Approximate Age (yrs)	GPR Results		Previous Explorations					Recent Explorations				City's Planned Repair	Recommended Reclaim Depth (in)
							Avg Bituminous Thickness (in.)	Avg Apparent Aggregate Base Thickness (in.)	Date	Source	Number	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Core	Bituminous Thickness (in.)	Apparent Aggregate Base Thickness (in)	Underlying Core Condition		
Delano Way	Coulter Hill	Coulter Hill	35	2000	2000	35	4.3	12.0	2019	Element	C299-400	5.00	12.00					FDR	10 to 12
									2019	Element	C298-402	5.25	10.00						
Delano Circle	Delano Way	Cul de sac	43	1990	1999	33	4.2	6.5	2013	Braun Study	C-44	4.50	9.00					FDR	10
									2013	Braun Study	C-35A	3.00	8.00						
									2013	Braun Study	ST-91	5.00	6.00						
Delano Court	Delano Way	Cul de sac	35	1990	1999	33	4.2	5.1	2013	Braun Study	C-38A	3.50	7.50					FDR	10
									2013	Braun Study	ST-95	4.25	5.50						
Delano Way	80th Street	Delano Court	13	1990	1999	33	4.8	6.6	2013	Braun Study	C-36A	3.50	8.50					FDR	10
									2013	Braun Study	C-37A	3.00	6.00						
									2013	Braun Study	ST-92	5.00	6.00						
									2013	Braun Study	ST-93	5.25	6.00						
Dempsey Way	80th Street	Delano Court	32	1990	1999	33	4.0	7.0	2013	Braun Study	ST-88	4.25	6.00					FDR	10
									2013	Braun Study	ST-89	4.00	6.50						
									2013	Braun Study	ST-90	4.25	6.00						
									2013	Braun Study	ST-94	4.25	5.00						
									2013	Braun Study	C-43	3.25	8.00						
									2013	Braun Study	C-34A	3.50	8.50						
Inver Grove Trail	Courthouse Blvd	Cahill Ave	66	2007	2016 to 2018	16	4.3	9.2	2013	Braun Study	C-33	5.25	6.50					FDR	12
									2019	Element	B750-654	5.00	0.00						
									2019	Element	B749-656	5.00	12.00						
									2019	Element	B748-658	5.00	12.00						
									2019	Element	C735-775	5.25	12.00						
									2019	Element	C734-653	4.50	12.00						
									2019	Element	C733-655	4.75	12.00						
									2019	Element	C732-657	5.00	12.00						
									2019	Element	C731-659	4.75	0.00						
									2019	Element	B752-1316	5.00	12.00						
									2019	Element	B751-1318	5.00	6.00						
									2019	Element	C738-1315	4.00	12.00						
									2019	Element	C737-1317	4.00	8.00						
									2019	Element	C736-1319	4.00	12.00						

**A discernible layer of aggregate base was not encountered within the GPR scan

APPENDIX D – OPINION OF PROBABLE COST

2024 PAVEMENT MANAGEMENT INITIATIVE**CP 2024-09D Delano Way and Dempsey Way Area**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$62,060.28	1	\$62,060.28
TRAFFIC CONTROL	LUMP SUM	\$15,515.07	1	\$15,515.07
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	2922	\$35,064.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	278	\$4,166.67
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10.00	300	\$3,000.00
RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$4.00	14696	\$58,782.22
BITUMINOUS BASE COURSE	TON	\$90.00	1774	\$159,703.95
BITUMINOUS WEAR COURSE	TON	\$100.00	1774	\$177,448.83
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	735	\$2,204.33
BITUMINOUS DRIVEWAY PAVEMENT	TON	\$150.00	52	\$7,762.50
AGGREGATE BASE CLASS 5	CU YD	\$35.00	586	\$20,515.19
COMMON EXCAVATION	CU YD	\$35.00	1779	\$62,259.56
SUBGRADE EXCAVATION	CU YD	\$35.00	490	\$17,144.81
SUBGRADE PREPARATION	SQ YD	\$3.00	14696	\$44,086.67
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	2922	\$102,270.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	278	\$26,388.89
PAVER DRIVEWAY	EACH	\$4,000.00	1	\$4,000.00
SIGN REPLACEMENT	EACH	\$500.00	1	\$500.00
EROSION CONTROL	LUMP SUM	\$14,415.95	1	\$14,415.95
TURF RESTORATION	LUMP SUM	\$36,039.88	1	\$36,039.88
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$853,328.79
15% CONTINGENCY				\$127,999.32
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$981,328.11
28% INDIRECT				\$274,771.87
PART 1: STREET IMPROVEMENTS - PROJECT TOTAL				\$1,256,099.99
PART 2: STORM SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$7,960.00	1	\$7,960.00
TRAFFIC CONTROL	LUMP SUM	\$1,990.00	1	\$1,990.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	1	\$1,500.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	10	\$10,000.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,000.00	21	\$63,000.00
WATER QUALITY MANHOLE (INCLUDES CONNECT TO EXISTING)	EACH	\$25,000.00	1	\$25,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$109,450.00
15% CONTINGENCY				\$16,417.50
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$125,867.50
28% INDIRECT				\$35,242.90
PART 2: STORM SEWER IMPROVEMENTS - PROJECT TOTAL				\$161,110.40
PART 3: SANITARY SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$2,400.00	1	\$2,400.00
TRAFFIC CONTROL	LUMP SUM	\$600.00	1	\$600.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	20	\$30,000.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$33,000.00
15% CONTINGENCY				\$4,950.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$37,950.00
28% INDIRECT				\$10,626.00
PART 3: SANITARY SEWER IMPROVEMENTS - PROJECT TOTAL				\$48,576.00
PART 4: WATER MAIN IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$2,620.00	1	\$2,620.00
TRAFFIC CONTROL	LUMP SUM	\$655.00	1	\$655.00
REPLACE GATE VALVE TOP SECTION	EACH	\$2,500.00	8	\$20,000.00
ADJUST GATE VALVE AND BOX	EACH	\$750.00	17	\$12,750.00
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$36,025.00
15% CONTINGENCY				\$5,403.75
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION TOTAL				\$41,428.75
28% INDIRECT				\$11,600.05
PART 4: WATERMAIN IMPROVEMENTS - PROJECT TOTAL				\$53,028.80
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS				\$1,256,099.99
PART 2: STORM SEWER IMPROVEMENTS				\$161,110.40
PART 3: SANITARY SEWER IMPROVEMENTS				\$48,576.00
PART 4: WATER MAIN IMPROVEMENTS				\$53,028.80
CP 2024-09D PROJECT TOTAL				\$1,518,815.19

2024 Pavement Management Initiative**CP 2024-09E Inver Grove Trail**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$41,310.05	1	\$41,310.05
TRAFFIC CONTROL	LUMP SUM	\$9,530.39	1	\$9,530.39
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	283	\$3,396.00
RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$8.00	8819	\$70,555.56
BITUMINOUS BASE COURSE	TON	\$90.00	2130	\$191,690.63
BITUMINOUS WEAR COURSE	TON	\$100.00	1065	\$106,494.79
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	441	\$1,322.92
AGGREGATE BASE CLASS 5	CU YD	\$15.00	294	\$4,409.72
COMMON EXCAVATION	CU YD	\$35.00	1486	\$51,997.04
SUBGRADE EXCAVATION	CU YD	\$35.00	294	\$10,289.35
SUBGRADE PREPARATION	SQ YD	\$3.00	8819	\$26,458.33
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	283	\$9,905.00
SIGN REPLACEMENT	EACH	\$500.00	13	\$6,500.00
EROSION CONTROL	LUMP SUM	\$9,530.39	1	\$9,530.39
TURF RESTORATION	LUMP SUM	\$23,825.97	1	\$23,825.97
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$567,216.13
15% CONTINGENCY				\$85,082.42
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$652,298.55
28% INDIRECT				\$182,643.59
PART 1: STREET IMPROVEMENTS - PROJECT TOTAL				\$834,942.14
PART 2: STORM SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$1,120.00	1	\$1,120.00
TRAFFIC CONTROL	LUMP SUM	\$280.00	1	\$280.00
MISCELLANEOUS STORM IMPROVEMENTS	LUMP SUM	\$10,000.00	1	\$10,000.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	4	\$4,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$15,400.00
15% CONTINGENCY				\$2,310.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$17,710.00
28% INDIRECT				\$4,958.80
PART 2: STORM SEWER IMPROVEMENTS - PROJECT TOTAL				\$22,668.80
PART 3: SANITARY SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$1,600.00	1	\$1,600.00
TRAFFIC CONTROL	LUMP SUM	\$400.00	1	\$400.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	6	\$9,000.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	11	\$11,000.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$22,000.00
15% CONTINGENCY				\$3,300.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$25,300.00
28% INDIRECT				\$7,084.00
PART 3: SANITARY SEWER IMPROVEMENTS - PROJECT TOTAL				\$32,384.00
PART 4: WATER MAIN IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$3,900.00	1	\$3,900.00
TRAFFIC CONTROL	LUMP SUM	\$975.00	1	\$975.00
ADJUST GATE VALVE AND BOX	EACH	\$750.00	15	\$11,250.00
REPLACE GATE VALVE TOP SECTION	EACH	\$2,500.00	15	\$37,500.00
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$53,625.00
15% CONTINGENCY				\$8,043.75
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION TOTAL				\$61,668.75
28% INDIRECT				\$17,267.25
PART 4: WATERMAIN IMPROVEMENTS - PROJECT TOTAL				\$78,936.00
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS				\$834,942.14
PART 2: STORM SEWER IMPROVEMENTS				\$22,668.80
PART 3: SANITARY SEWER IMPROVEMENTS				\$32,384.00
PART 4: WATER MAIN IMPROVEMENTS				\$78,936.00
CP 2024-09E PROJECT TOTAL				\$968,930.94

2024 PAVEMENT MANAGEMENT INITIATIVE**CP 2024-09F Corcoran Path and Dawson Way Area**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$96,356.41	1	\$96,356.41
TRAFFIC CONTROL	LUMP SUM	\$21,410.38	1	\$21,410.38
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	3146	\$37,752.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	111	\$1,666.67
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10.00	550	\$5,500.00
RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$4.00	22138	\$88,551.11
BITUMINOUS BASE COURSE	TON	\$90.00	2673	\$240,582.30
BITUMINOUS WEAR COURSE	TON	\$100.00	2673	\$267,313.67
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	23245	\$69,734.00
BITUMINOUS DRIVEWAY PAVEMENT	TON	\$150.00	95	\$14,231.25
AGGREGATE BASE CLASS 5	CU YD	\$35.00	848	\$29,683.89
COMMON EXCAVATION	CU YD	\$35.00	2610	\$91,347.67
SUBGRADE EXCAVATION	CU YD	\$35.00	738	\$25,827.41
SUBGRADE PREPARATION	SQ YD	\$3.00	22138	\$66,413.33
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	3146	\$110,110.00
VALLEY GUTTER	LIN FT	\$75.00	150	\$11,250.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	111	\$10,555.56
PAVER DRIVEWAY	EACH	\$4,000.00	0.5	\$2,000.00
PEDESTRIAN RAMP IMPROVEMENT	EACH	\$8,000.00	1	\$8,000.00
REMOVE AND REPLACE BITUMINOUS TRAIL	LUMP SUM	\$45,000.00	1	\$45,000.00
SIGN REPLACEMENT	EACH	\$500.00	8	\$4,000.00
EROSION CONTROL	LUMP SUM	\$21,410.38	1	\$21,410.38
TURF RESTORATION	LUMP SUM	\$53,525.94	1	\$53,525.94
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$1,322,221.96
15% CONTINGENCY				\$198,333.29
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$1,520,555.25
28% INDIRECT				\$425,755.47
PART 1: STREET IMPROVEMENTS - PROJECT TOTAL				\$1,946,310.72
PART 2: STORM SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$2,760.00	1	\$2,760.00
TRAFFIC CONTROL	LUMP SUM	\$690.00	1	\$690.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	12	\$12,000.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$2,500.00	9	\$22,500.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$37,950.00
15% CONTINGENCY				\$5,692.50
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$43,642.50
28% INDIRECT				\$12,219.90
PART 2: STORM SEWER IMPROVEMENTS - PROJECT TOTAL				\$55,862.40
PART 3: SANITARY SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$2,640.00	1	\$2,640.00
TRAFFIC CONTROL	LUMP SUM	\$660.00	1	\$660.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	33	\$33,000.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$36,300.00
15% CONTINGENCY				\$5,445.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$41,745.00
28% INDIRECT				\$11,688.60
PART 3: SANITARY SEWER IMPROVEMENTS - PROJECT TOTAL				\$53,433.60
PART 4: WATER MAIN IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$7,260.00	1	\$7,260.00
TRAFFIC CONTROL	LUMP SUM	\$1,815.00	1	\$1,815.00
REPLACE GATE VALVE TOP SECTION	EACH	\$2,500.00	21	\$52,500.00
REMOVE AND REPLACE GATE VALVE	EACH	\$7,500.00	1	\$7,500.00
ADJUST GATE VALVE AND BOX	EACH	\$750.00	41	\$30,750.00
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$99,825.00
15% CONTINGENCY				\$14,973.75
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION TOTAL				\$114,798.75
28% INDIRECT				\$32,143.65
PART 4: WATERMAIN IMPROVEMENTS - PROJECT TOTAL				\$146,942.40
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS				\$1,946,310.72
PART 2: STORM SEWER IMPROVEMENTS				\$55,862.40
PART 3: SANITARY SEWER IMPROVEMENTS				\$53,433.60
PART 4: WATER MAIN IMPROVEMENTS				\$146,942.40
PROJECT TOTAL				\$2,202,549.12

2024 PAVEMENT MANAGEMENT INITIATIVE**CP 2024-09G Southgrove Area 7**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$160,056.97	1	\$160,056.97
TRAFFIC CONTROL	LUMP SUM	\$40,014.24	1	\$40,014.24
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	7413	\$88,956.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	611	\$9,166.67
REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$10.00	533	\$5,333.33
RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$4.00	42800	\$171,200.00
BITUMINOUS BASE COURSE (NON-MSA - 2" LIFT)	TON	\$90.00	3864	\$347,760.00
BITUMINOUS BASE COURSE (MSA - 2" LIFT)	TON	\$90.00	1521	\$136,930.50
BITUMINOUS WEAR COURSE	TON	\$100.00	5168	\$516,810.00
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	2140	\$6,420.00
BITUMINOUS PAVEMENT DRIVEWAY	TON	\$150.00	92	\$13,800.00
AGGREGATE BASE CLASS 5	CU YD	\$35.00	1617	\$56,609.26
COMMON EXCAVATION	CU YD	\$35.00	5068	\$177,362.50
SUBGRADE EXCAVATION	CU YD	\$35.00	1641	\$57,423.33
SUBGRADE PREPARATION	SQ YD	\$3.00	42800	\$128,400.00
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	6471	\$226,485.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	611	\$58,055.56
REMOVE AND REPLACE SIDEWALK	SQ FT	\$10.00	500	\$5,000.00
PEDESTRIAN RAMP IMPROVEMENT	EACH	\$8,000.00	1	\$8,000.00
SIGN REPLACEMENT	EACH	\$500.00	8	\$4,000.00
EROSION CONTROL	LUMP SUM	\$40,014.24	1	\$40,014.24
TURF RESTORATION	LUMP SUM	\$80,028.49	1	\$80,028.49
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$2,337,826.09
15% CONTINGENCY				\$350,673.91
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$2,688,500.01
28% INDIRECT				\$752,780.00
PART 1: STREET IMPROVEMENTS - PROJECT TOTAL				\$3,441,280.01
PART 2: STORM SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$22,920.00	1	\$22,920.00
TRAFFIC CONTROL	LUMP SUM	\$5,730.00	1	\$5,730.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	7	\$10,500.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	15	\$15,000.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,000.00	27	\$81,000.00
REMOVE AND REPLACE DRAINAGE STRUCTURE	EACH	\$12,000.00	15	\$180,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$315,150.00
15% CONTINGENCY				\$47,272.50
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$362,422.50
28% INDIRECT				\$101,478.30
PART 2: STORM SEWER IMPROVEMENTS - PROJECT TOTAL				\$463,900.80
PART 3: SANITARY SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$5,120.00	1	\$5,120.00
TRAFFIC CONTROL	LUMP SUM	\$1,280.00	1	\$1,280.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	40	\$60,000.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	4	\$4,000.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$70,400.00
15% CONTINGENCY				\$10,560.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$80,960.00
28% INDIRECT				\$22,668.80
PART 3: SANITARY SEWER IMPROVEMENTS - PROJECT TOTAL				\$103,628.80
PART 4: WATER MAIN IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$9,220.00	1	\$9,220.00
TRAFFIC CONTROL	LUMP SUM	\$2,305.00	1	\$2,305.00
REPLACE GATE VALVE TOP SECTION	EACH	\$2,500.00	29	\$72,500.00
ADJUST GATE VALVE AND BOX	EACH	\$750.00	57	\$42,750.00
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$126,775.00
15% CONTINGENCY				\$19,016.25
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION TOTAL				\$145,791.25
28% INDIRECT				\$40,821.55
PART 4: WATERMAIN IMPROVEMENTS - PROJECT TOTAL				\$186,612.80
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS				\$3,441,280.01
PART 2: STORM SEWER IMPROVEMENTS				\$463,900.80
PART 3: SANITARY SEWER IMPROVEMENTS				\$103,628.80
PART 4: WATER MAIN IMPROVEMENTS				\$186,612.80
CP 2024-09G PROJECT TOTAL				\$4,195,422.41

2024 PAVEMENT MANAGEMENT INITIATIVE**CP 2024-09H 96th Street and 99th Street Area**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS (FDR)				
MOBILIZATION	LUMP SUM	\$91,452.37	1	\$91,452.37
TRAFFIC CONTROL	LUMP SUM	\$24,503.51	1	\$24,503.51
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	4464	\$53,568.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	139	\$2,083.33
RECLAIM BITUMINOUS PAVEMENT	SQ YD	\$4.00	24122	\$96,488.89
BITUMINOUS BASE COURSE	TON	\$90.00	2913	\$262,148.25
BITUMINOUS WEAR COURSE	TON	\$100.00	2913	\$291,275.83
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	1206	\$3,618.33
AGGREGATE BASE CLASS 5	CU YD	\$35.00	827	\$28,952.78
COMMON EXCAVATION	CU YD	\$35.00	2901	\$101,550.56
SUBGRADE EXCAVATION	CU YD	\$35.00	804	\$28,142.59
SUBGRADE PREPARATION	SQ YD	\$3.00	24122	\$72,366.67
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	4779	\$167,265.00
RIBBON CURB AND GUTTER	LIN FT	\$50.00	450	\$22,500.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	139	\$13,194.44
SIGN REPLACEMENT	EACH	\$500.00	4	\$2,000.00
EROSION CONTROL	LUMP SUM	\$22,863.09	1	\$22,863.09
TURF RESTORATION	LUMP SUM	\$57,157.73	1	\$57,157.73
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$1,341,131.39
15% CONTINGENCY				\$201,169.71
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$1,542,301.10
28% INDIRECT				\$431,844.31
PART 1: STREET IMPROVEMENTS (FDR) - PROJECT TOTAL				\$1,974,145.40
PART 2: STORM SEWER IMPROVEMENTS (FDR)				
MOBILIZATION	LUMP SUM	\$3,640.00	1	\$3,640.00
TRAFFIC CONTROL	LUMP SUM	\$910.00	1	\$910.00
STORM PIPE/APRON IMPROVEMENTS	LUMP SUM	\$20,000.00	1	\$20,000.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	13	\$19,500.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,000.00	2	\$6,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$50,050.00
15% CONTINGENCY				\$7,507.50
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$57,557.50
28% INDIRECT				\$16,116.10
PART 2: STORM SEWER IMPROVEMENTS (FDR) - PROJECT TOTAL				\$73,673.60
PART 3: STREET IMPROVEMENTS (M&O)				
MOBILIZATION	LUMP SUM	\$21,383.07	1	\$21,383.07
TRAFFIC CONTROL	LUMP SUM	\$6,039.97	1	\$6,039.97
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	1484	\$17,808.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	112	\$1,673.33
MILL BITUMINOUS PAVEMENT	SQ YD	\$3.00	8497	\$25,491.67
BITUMINOUS WEAR COURSE	TON	\$100.00	1026	\$102,559.33
BITUMINOUS BASE COURSE	TON	\$90.00	100	\$9,000.00
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	585	\$1,754.90
AGGREGATE BASE CLASS 5	CU YD	\$35.00	219	\$7,665.00
COMMON EXCAVATION	CU YD	\$35.00	436	\$15,260.00
BITUMINOUS PAVEMENT DRIVEWAY	TON	\$150.00	6	\$900.00
BITUMINOUS PATCHING	SQ YD	\$15.00	1509	\$22,638.33
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	1484	\$51,940.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	112	\$10,597.78
SPILLWAY	LUMP SUM	\$15,000.00	1	\$15,000.00
SIGN REPLACEMENT	EACH	\$500.00	2	\$1,000.00
EROSION CONTROL	LUMP SUM	\$5,345.77	1	\$5,345.77
TURF RESTORATION	LUMP SUM	\$13,364.42	1	\$13,364.42
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$329,421.57
15% CONTINGENCY				\$49,413.24
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$378,834.80
28% INDIRECT				\$106,073.74
PART 3: STREET IMPROVEMENTS (M&O) - PROJECT TOTAL				\$484,908.55
PART 4: STORM SEWER IMPROVEMENTS (M&O)				
MOBILIZATION	LUMP SUM	\$2,496.00	1	\$2,496.00
TRAFFIC CONTROL	LUMP SUM	\$624.00	1	\$624.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	1	\$1,500.00
MISCELLANEOUS STORM/PIPE IMPROVEMENTS	LUMP SUM	\$15,000.00	1	\$15,000.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	8	\$8,000.00
RIP RAP	CU YD	\$100.00	7	\$700.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,000.00	2	\$6,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$34,320.00
15% CONTINGENCY				\$5,148.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$39,468.00
28% INDIRECT				\$11,051.04
PART 4: STORM SEWER IMPROVEMENTS (M&O) - PROJECT TOTAL				\$50,519.04
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS (FDR)				\$1,974,145.40
PART 2: STORM SEWER IMPROVEMENTS (FDR)				\$73,673.60
SUBTOTAL (FDR)				\$2,047,819.00
PART 3: STREET IMPROVEMENTS (M&O)				\$484,908.55
PART 4: STORM SEWER IMPROVEMENTS (M&O)				\$50,519.04
SUBTOTAL (M&O)				\$535,427.59
CP 2024-09H PROJECT TOTAL				\$2,583,246.59

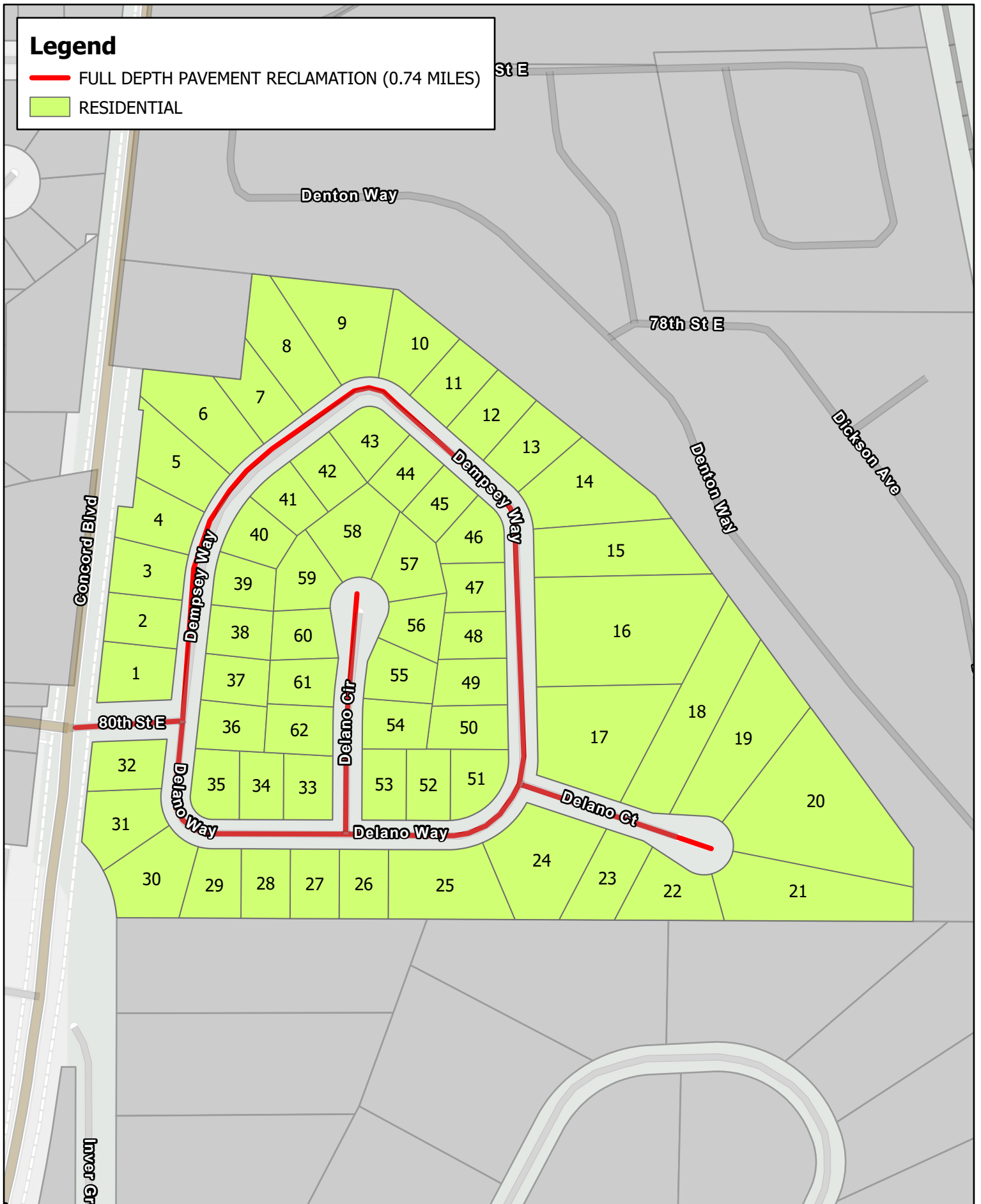
2024 PAVEMENT MANAGEMENT INITIATIVE**CP 2024-09I Bixby Way**

ITEM	UNIT	UNIT PRICE	ESTIMATED QUANTITY	AMOUNT
PART 1: STREET IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$5,321.84	1	\$5,321.84
TRAFFIC CONTROL	LUMP SUM	\$1,433.59	1	\$1,433.59
REMOVE CONCRETE CURB & GUTTER	LIN FT	\$12.00	311	\$3,732.00
REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$15.00	139	\$2,083.33
MILL BITUMINOUS PAVEMENT	SQ YD	\$3.00	2380	\$7,140.00
BITUMINOUS WEAR COURSE	TON	\$100.00	287	\$28,738.50
BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	190	\$571.20
BITUMINOUS PATCHING	SQ YD	\$15.00	12	\$178.50
CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$35.00	311	\$10,885.00
6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$95.00	139	\$13,194.44
SIGN REPLACEMENT	EACH	\$500.00	1	\$500.00
EROSION CONTROL	LUMP SUM	\$1,330.46	1	\$1,330.46
TURF RESTORATION	LUMP SUM	\$3,326.15	1	\$3,326.15
PART 1: STREET IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$78,435.02
15% CONTINGENCY				\$11,765.25
PART 1: STREET IMPROVEMENTS - CONSTRUCTION TOTAL				\$90,200.27
28% INDIRECT				\$25,256.08
PART 1: STREET IMPROVEMENTS - PROJECT TOTAL				\$115,456.34
PART 2: STORM SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$264.00	1	\$264.00
TRAFFIC CONTROL	LUMP SUM	\$66.00	1	\$66.00
RECONSTRUCT DRAINAGE STRUCTURE	EACH	\$3,000.00	1	\$3,000.00
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$3,630.00
15% CONTINGENCY				\$544.50
PART 2: STORM SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$4,174.50
28% INDIRECT				\$1,168.86
PART 2: STORM SEWER IMPROVEMENTS - PROJECT TOTAL				\$5,343.36
PART 3: SANITARY SEWER IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$568.00	1	\$568.00
TRAFFIC CONTROL	LUMP SUM	\$142.00	1	\$142.00
CASTING REPLACEMENT AND ADJUSTMENT	EACH	\$1,500.00	3	\$4,500.00
ADJUST FRAME & RING CASTING	EACH	\$1,000.00	1	\$1,000.00
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$7,810.00
15% CONTINGENCY				\$1,171.50
PART 3: SANITARY SEWER IMPROVEMENTS - CONSTRUCTION TOTAL				\$8,981.50
28% INDIRECT				\$2,514.82
PART 3: SANITARY SEWER IMPROVEMENTS - PROJECT TOTAL				\$11,496.32
PART 4: WATER MAIN IMPROVEMENTS				
MOBILIZATION	LUMP SUM	\$460.00	1	\$460.00
TRAFFIC CONTROL	LUMP SUM	\$115.00	1	\$115.00
REPLACE GATE VALVE TOP SECTION	EACH	\$2,500.00	1	\$2,500.00
ADJUST GATE VALVE AND BOX	EACH	\$750.00	2	\$1,200.00
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION SUBTOTAL				\$6,325.00
15% CONTINGENCY				\$948.75
PART 4: WATERMAIN IMPROVEMENTS - CONSTRUCTION TOTAL				\$7,273.75
28% INDIRECT				\$2,036.65
PART 4: WATERMAIN IMPROVEMENTS - PROJECT TOTAL				\$9,310.40
PROJECT SUBTOTALS - CONSTRUCTION + 15% CONTINGENCY + 28% INDIRECT				
PART 1: STREET IMPROVEMENTS				\$115,456.34
PART 2: STORM SEWER IMPROVEMENTS				\$5,343.36
PART 3: SANITARY SEWER IMPROVEMENTS				\$11,496.32
PART 4: WATER MAIN IMPROVEMENTS				\$9,310.40
PROJECT TOTAL				\$141,606.42

APPENDIX E – PRELIMINARY ASSESSMENT ROLL AND MAPS

Legend

— FULL DEPTH PAVEMENT RECLAMATION (0.74 MILES)

 RESIDENTIAL

City of Inver Grove Heights
**PAVEMENT MANAGEMENT
INITIATIVE**

Project Assessment Map

2024 Pavement Management Initiative
2024-09D Delano Way and Dempsey Way Area
Inver Grove Heights, MN

0 125 250
US Feet



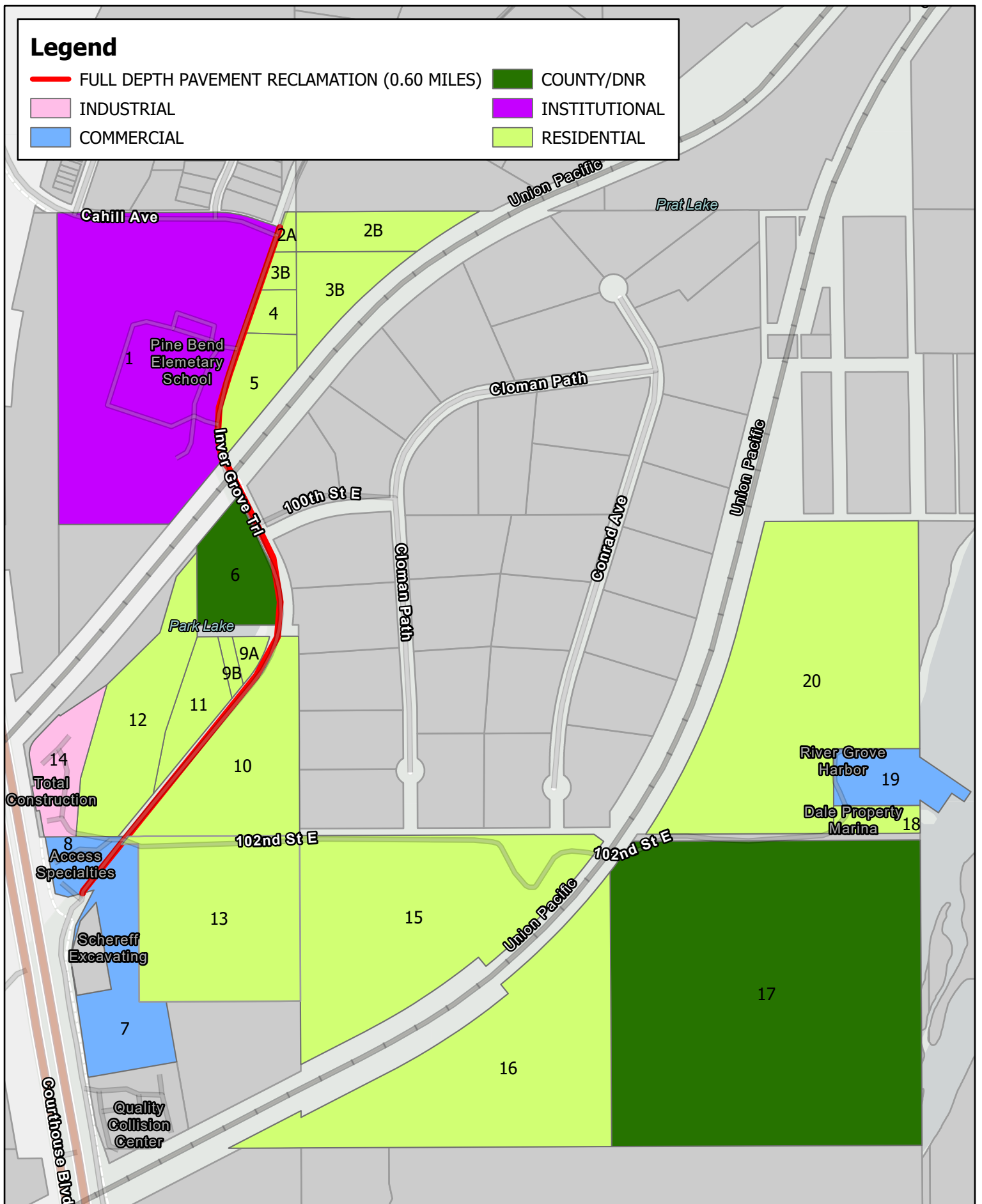
CP 2024-09D Delano Way and Dempsey Way Area Preliminary Assessment Roll								
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION								
1	206407501010	RESIDENTIAL	OVERTURF MICHAEL J & LISA A	7870 DEMPSEY WAY	256	256	\$12,572.03	
2	206407501020	RESIDENTIAL	TRUST COMPANY OF TENNESSEE TSTE	7878 DEMPSEY WAY	100	100	\$12,572.03	
3	206407501030	RESIDENTIAL	ALBRECHT ETHAN & ANGELA HETTINGER	7886 DEMPSEY WAY	93	93	\$12,572.03	
4	206407501040	RESIDENTIAL	TOBRITZHOFFER BRIAN CHARLES & KELSEY JOY TOBRITZHOFFER	7894 DEMPSEY WAY	93	93	\$12,572.03	
5	206407501050	RESIDENTIAL	COLLOPY GARY T & MICHELLE L	7902 DEMPSEY WAY	93	93	\$12,572.03	
6	206407501060	RESIDENTIAL	CORNIA WILLIAM J & PATRICIA	7910 DEMPSEY WAY	107	107	\$12,572.03	
7	206407501070	RESIDENTIAL	SCHWARK KYLE R & JANE V	7918 DEMPSEY WAY	100	100	\$12,572.03	
8	206407501080	RESIDENTIAL	LARSON DAVID A & ANNE L	7926 DEMPSEY WAY	97	97	\$12,572.03	
9	206407501090	RESIDENTIAL	HODGE MIRIAM G	7934 DEMPSEY WAY	79	79	\$12,572.03	
10	206407501100	RESIDENTIAL	ANDERSON GARY LEE & DEBRA M	7942 DEMPSEY WAY	74	74	\$12,572.03	
11	206407501110	RESIDENTIAL	BOUGHTON DANIEL & RICKA	7950 DEMPSEY WAY	100	100	\$12,572.03	
12	206407501120	RESIDENTIAL	BOYDEN JADD C & MARY EILEEN	7958 DEMPSEY WAY	100	100	\$12,572.03	
13	206407501130	RESIDENTIAL	LARSON KEITH R & KATHRYN A	7966 DEMPSEY WAY	95	95	\$12,572.03	
14	206407501140	RESIDENTIAL	ROYCE GORDON W & BARBARA J	7974 DEMPSEY WAY	83	83	\$12,572.03	
15	206407501150	RESIDENTIAL	CHAPMAN DION T & NY DEER	7982 DEMPSEY WAY	99	99	\$12,572.03	
16	206407501160	RESIDENTIAL	MERCURIO RICHARD J & WENDY R	7990 DEMPSEY WAY	223	223	\$12,572.03	
17	206407501170	RESIDENTIAL	COLLETTE LAWRENCE E & DIANNE E COLLETTE	8016 DELANO CT	359	359	\$12,572.03	
18	206407501180	RESIDENTIAL	WICKE BRIAN J & ROBIN E	8020 DELANO CT	104	104	\$12,572.03	
19	206407501190	RESIDENTIAL	JOHNSON VICTOR L & TRUDY J	8022 DELANO CT	110	110	\$12,572.03	
20	206407501200	RESIDENTIAL	DUNN JAMES FRANCIS & SHARI L CROWE	8024 DELANO CT	67	67	\$12,572.03	
21	206407501210	RESIDENTIAL	HANCOCK JAMES T & VIKKI L	8023 DELANO CT	67	67	\$12,572.03	
22	206407501220	RESIDENTIAL	SELDEN JOSHUA & ELIZABETH	8021 DELANO CT	136	136	\$12,572.03	
23	206407501230	RESIDENTIAL	GUNDERMAN JAMES M & JOELLE I	8019 DELANO CT	101	101	\$12,572.03	
24	206407501240	RESIDENTIAL	NAVAS JULIE & LUIS NAVAS	8017 DELANO CT	296	296	\$12,572.03	
25	206407501250	RESIDENTIAL	SCHRAM THOMAS J & MONICA J	8015 DELANO WAY	193	193	\$12,572.03	
26	206407501260	RESIDENTIAL	HANSEN JAYME F & SHARI LYNN BONNEAU	8013 DELANO WAY	100	100	\$12,572.03	
27	206407501270	RESIDENTIAL	EMERSON GEORGE JR & ELIZABET	8011 DELANO WAY	100	100	\$12,572.03	
28	206407501280	RESIDENTIAL	SFR BORROWER 2022-1 LLC	8009 DELANO WAY	100	100	\$12,572.03	
29	206407501290	RESIDENTIAL	STEIN JASON & MELISSA STEIN	8007 DELANO WAY	88	88	\$12,572.03	
30	206407501300	RESIDENTIAL	SARANTOS STEPHEN M & DARCY J	8005 DELANO WAY	75	75	\$12,572.03	
31	206407501310	RESIDENTIAL	RANK ROBIN ELAINE	8003 DELANO WAY	79	79	\$12,572.03	
32	206407501320	RESIDENTIAL	HOFFMAN JEFFERY & ELIZABETH	8001 DELANO WAY	243	243	\$12,572.03	
33	206407502010	RESIDENTIAL	CRAIN KITTY KATHERINE	8012 DELANO WAY	230	230	\$12,572.03	
34	206407502020	RESIDENTIAL	FARLEY DOROTHY R	8010 DELANO WAY	90	90	\$12,572.03	
35	206407502030	RESIDENTIAL	KESTI MARK A	8004 DELANO WAY	225	225	\$12,572.03	
36	206407502040	RESIDENTIAL	GUTZMAN SARAH M & ROY H	8000 DEMPSEY WAY	100	100	\$12,572.03	
37	206407502050	RESIDENTIAL	JOHNSON CRAIG C & JULIE L	7871 DEMPSEY WAY	95	95	\$12,572.03	
38	206407502060	RESIDENTIAL	LOTHENBACH GARY T & JUDITH	7879 DEMPSEY WAY	100	100	\$12,572.03	
39	206407502070	RESIDENTIAL	KORTE THOMAS L & RUTH S	7887 DEMPSEY WAY	110	110	\$12,572.03	
40	206407502080	RESIDENTIAL	URSIN DANIEL G & JOYCE D	7899 DEMPSEY WAY	128	128	\$12,572.03	
41	206407502090	RESIDENTIAL	LARSON DOUGLAS & KATHLEEN LARSON	7911 DEMPSEY WAY	108	108	\$12,572.03	
42	206407502100	RESIDENTIAL	PENNING RUSSELL J JR & MERRI	7917 DEMPSEY WAY	100	100	\$12,572.03	

CP 2024-09D Delano Way and Dempsey Way Area Preliminary Assessment Roll								
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
43	206407502110	RESIDENTIAL	NESBITT SUSAN & ROBERT II	7933 DEMPSEY WAY	202	202	\$12,572.03	
44	206407502120	RESIDENTIAL	FEDERAL NATIONAL MORTGAGE ASSOCIATION	7955 DEMPSEY WAY	93	93	\$12,572.03	
45	206407502130	RESIDENTIAL	LAVOIE CRAIG R & JANE M	7961 DEMPSEY WAY	93	93	\$12,572.03	
46	206407502140	RESIDENTIAL	HEUER SCOTT J & DEBORAH L	7977 DEMPSEY WAY	157	157	\$12,572.03	
47	206407502150	RESIDENTIAL	SCHINDELDECKER GARY L	7985 DEMPSEY WAY	100	100	\$12,572.03	
48	206407502160	RESIDENTIAL	SCOTT DON FRANCIS & LOIS	7991 DEMPSEY WAY	95	95	\$12,572.03	
49	206407502170	RESIDENTIAL	ZEMAN RICHARD T & RUTH A	7995 DEMPSEY WAY	103	103	\$12,572.03	
50	206407502180	RESIDENTIAL	KRECH VERNON M & TAMRA A	7999 DEMPSEY WAY	91	91	\$12,572.03	
51	206407502190	RESIDENTIAL	WEBINGER DAN & KIM A	8018 DELANO WAY	210	210	\$12,572.03	
52	206407502200	RESIDENTIAL	HER FU & ZA LAO	8016 DELANO WAY	90	90	\$12,572.03	
53	206407502210	RESIDENTIAL	GARCIA JOSE F LARA	8008 DELANO CIR	235	235	\$12,572.03	
54	206407502220	RESIDENTIAL	JAQUES MARC A & BARBARA S	8002 DELANO CIR	103	103	\$12,572.03	
55	206407502230	RESIDENTIAL	LABORE DUSTIN T & CHERYL M	7890 DELANO CIR	129	129	\$12,572.03	
56	206407502240	RESIDENTIAL	KAIN DARREN K & JODI L	7884 DELANO CIR	77	77	\$12,572.03	
57	206407502250	RESIDENTIAL	TRUDEAU THOMAS J & CYNTHIA L	7880 DELANO CIR	61	61	\$12,572.03	
58	206407502260	RESIDENTIAL	LEITCH THOMAS M & JULIE A	7873 DELANO CIR	61	61	\$12,572.03	
59	206407502270	RESIDENTIAL	TABBERT POLLY R	7877 DELANO CIR	61	61	\$12,572.03	
60	206407502280	RESIDENTIAL	KUEHNAST PAUL J & MARLYS R	7885 DELANO CIR	103	103	\$12,572.03	
61	206407502290	RESIDENTIAL	GROEBNER JAMES A & CARLA A	7895 DELANO CIR	101	101	\$12,572.03	
62	206407502300	RESIDENTIAL	KEEFER ROBERT L & PATRICIA	8003 DELANO CIR	100	100	\$12,572.03	
TOTALS:					7561	7561	\$ 779,466	

IGH STREET & STORM ASSESSMENT (FDR)	
TOTAL STREET & STORM COST:	\$1,417,210.39
ASSESSABLE STREET & STORM COST (55%):	\$779,465.71
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	7,561
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$103.09
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$0.00
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$779,465.71
# OF RESIDENTIAL UNITS:	62
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$12,572.03
TOTAL PROPOSED ASSESSMENT:	\$779,465.71

Legend

- FULL DEPTH PAVEMENT RECLAMATION (0.60 MILES)
- INDUSTRIAL
- COMMERCIAL
- COUNTY/DNR
- INSTITUTIONAL
- RESIDENTIAL



CP 2024-09E Inver Grove Trail Improvements Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Site Address	Property Area (Acre)	Property Area Adjusted (Acre)	Per Policy Assessment (By Area)	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
1	200220055011	INSTITUTIONAL	INDEPENDENT SCHOOL DIST 199	9875 INVER GROVE TRL	22.5084	22.5084	\$62,916.45	\$62,916.45	
2A	200220056010	RESIDENTIAL	OSTER TIMOTHY M		0.2962	0.2962	\$827.86	\$827.86	Common ownership lot with 2B
2B	207320000271	RESIDENTIAL	OSTER TIMOTHY M	9764 INVER GROVE TRL	2.4876	2.4876	\$6,953.45	\$6,953.45	Common ownership lot with 2A
3A	200220056020	RESIDENTIAL	OSTER JOSHUA MARVIN	9790 INVER GROVE TRL	0.4915	0.4915	\$1,373.88	\$1,373.88	Common ownership lot with 3B
3B	207320000270	RESIDENTIAL	OSTER JOSHUA MARVIN	9790 INVER GROVE TRL	2.6547	2.6547	\$7,420.48	\$7,420.48	Common ownership lot with 3A
4	200220056030	RESIDENTIAL	RUE JOHN WESLEY	9820 INVER GROVE TRL	0.8309	0.8309	\$2,322.56	\$2,322.56	
5	200220056040	RESIDENTIAL	GILL CHRIS L & TAMMY L	9900 INVER GROVE TRL	2.3165	2.3165	\$6,475.25	\$6,475.25	
6	200270004011	COUNTY	COUNTY OF DAKOTA		3.2274	3.2274	\$9,021.26	\$0.00	Non-assessable, \$9,021.26 covered by Pavement Management and MSA funds
7	200270027021	COMMERCIAL	SCHERFF LEWIS H & KAREN K TSTE	10410 COURTHOUSE BLVD	5.0419	2.5209	\$7,046.66	\$7,046.66	Split parcel: 1/2 commercial access to project (assessed) and 1/2 residential access to frontage road (non-assessed)
8	200270027022	COMMERCIAL	KRECH WILFRED W & MARY C TSTES	10255 INVER GROVE TRL	1.2929	1.2929	\$3,613.86	\$3,613.86	
9A	204430000080	RESIDENTIAL	TELLE DUANE & BARBARA	10137 INVER GROVE TRL	0.4176	0.4176	\$1,167.19	\$1,167.19	Common ownership with 11
9B	204430000090	RESIDENTIAL	TELLE DUANE & BARBARA		0.3273	0.3273	\$914.87	\$914.87	Common ownership with 10
10	204430000121	RESIDENTIAL	RICHTER MARY ANN	10192 INVER GROVE TRL	7.3878	7.3878	\$20,650.70	\$20,650.70	
11	204430000122	RESIDENTIAL	KRECH WALTER E		2.1105	2.1105	\$5,899.27	\$5,899.27	
12	204430000150	RESIDENTIAL	KRECH WALTER E	10185 INVER GROVE TRL	6.2996	6.2996	\$17,608.92	\$17,608.92	
13	200270027030	RESIDENTIAL	SCHNEIDER DONNA L	3470 102ND ST E	11.0400	11.0400	\$30,859.42	\$15,429.71	Indirect access property assessed at 50%, Pavement Management covers 50%
14	207695101011	INDUSTRIAL	WILLIAM W KRECH & KEVIN J KRECH	10195 INVER GROVE TRL	2.5682	2.5682	\$7,178.81	\$3,589.41	Indirect access property assessed at 50%, Pavement Management covers 50%
15	200270005010	RESIDENTIAL	LEA M TSTE KAMMERER	3600 102ND ST E	17.2284	17.2284	\$48,157.44	\$24,078.72	Indirect access property assessed at 50%, Pavement Management covers 50%
16	200270006010	RESIDENTIAL	KENNETH W NUORALA	3750 102ND ST E	17.1944	17.1944	\$48,062.60	\$24,031.30	Indirect access property assessed at 50%, Pavement Management covers 50%
17	200270003010	DNR	STATE OF MN - DNR		38.8766	38.8766	\$108,669.32	\$0.00	Non-assessable, \$108,669.32 covered by Pavement Management and MSA funds
18	200270002020	RESIDENTIAL	GREGG A & LYNN M DALE	3995 102ND ST E	0.9841	0.9841	\$2,750.83	\$1,375.42	Indirect access property assessed at 50% the per square foot rate
19	200270002011	COMMERCIAL	RIVER GROVE HARBOR INC	3985 102ND ST E	2.6020	2.6020	\$7,273.21	\$3,636.61	Indirect access property assessed at 50% the per square foot rate
20	200270001011	RESIDENTIAL	WILLIAM WILFRED KRECH		23.0826	23.0826	\$64,521.47	\$32,260.74	Indirect access property assessed at 50% the per square foot rate
TOTALS:					171.2670	168.7461	\$471,685.76	\$249,593.31	

IGH STREET & STORM ASSESSMENT (FDR) - PER AREA	
TOTAL STREET & STORM COST:	\$857,610.94
ASSESSABLE STREET & STORM COST (55%):	\$471,686.02
TOTAL PROPERTY AREA OF ASSESSABLE PROPERTIES (ACRE)	168.7461
NET ASSESSMENT RATE PER ACRE:	\$2,795.24
TOTAL PROPOSED ASSESSMENTS:	\$249,593.31
TOTAL PROPOSED CITY PORTION:	\$222,092.71

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
1	201235001010	RESIDENTIAL	TEGANTVOORT BRAD A		8345 COPPERFIELD WAY	82	82	\$13,083.09	
2	201235001020	RESIDENTIAL	FISCHER SCOTT ALBERT		8325 COPPERFIELD WAY	80	80	\$13,083.09	
3	201235001030	RESIDENTIAL	KRAUS ROBERT & CATHERINE		8297 COPPERFIELD CT	224	224	\$13,083.09	
4	201235001040	RESIDENTIAL	HORNE NICHOLAS & LAURA ADAMS		8287 COPPERFIELD CT	95	95	\$13,083.09	
5	201235001050	RESIDENTIAL	BREWER JOSEPH BERNARD & WANYING ZHANG		8277 COPPERFIELD CT	95	95	\$13,083.09	
6	201235001060	RESIDENTIAL	LAU KARI L		8267 COPPERFIELD CT	91	91	\$13,083.09	
7	201235001070	RESIDENTIAL	MCCABE JAN-MARIE		8274 COPPERFIELD CT	173	173	\$13,083.09	
8	201235001080	RESIDENTIAL	MULCAHY YVONNE A & ROBERT M		8292 COPPERFIELD CT	248	248	\$13,083.09	
9	201235001090	RESIDENTIAL	WATSON JESSE & AMY WATSON		8284 DAWSON WAY	222	222	\$13,083.09	
10	201235001100	RESIDENTIAL	MATSON CHAD M & KATRINA L MATSON		8288 DAWSON WAY	78	78	\$13,083.09	
11	201235002010	RESIDENTIAL	WELLENS BRIAN K & ANN M		8287 DAWSON WAY	135	135	\$13,083.09	
12	201235002020	RESIDENTIAL	QUINTERO JOSE		8281 DAWSON WAY	127	127	\$13,083.09	
13	201235002030	RESIDENTIAL	WATSON WILLIAM P & JEANNE M BADE		8271 DAWSON CT	289	289	\$13,083.09	
14	201235002040	RESIDENTIAL	CERVENKA RICHARD E & TAMMY L		8265 DAWSON CT	70	70	\$13,083.09	
15	201235002050	RESIDENTIAL	MARTIN RICHARD J JR TSTE & GAIL P TSTE MARTIN		8259 DAWSON CT	67	67	\$13,083.09	
16	201235002060	RESIDENTIAL	MARFORI JOEL & KATHERINE		8262 DAWSON CT	68	68	\$13,083.09	
17	201235002070	RESIDENTIAL	IMMEL JOEL & KATIE		8268 DAWSON CT	320	320	\$13,083.09	
18	201235002080	RESIDENTIAL	CAMPOBASSO ANTHONY G & MEGHAN B CAMPOBASSO		8263 DAWSON WAY	213	213	\$13,083.09	
19	201235002090	RESIDENTIAL	KITSCH JONATHAN HENRY		8257 DAWSON WAY	85	85	\$13,083.09	
20	201235002100	RESIDENTIAL	MARRERO JOSE A & SUZANNE MARRERO		8251 DAWSON WAY	85	85	\$13,083.09	
21	201235003010	RESIDENTIAL	CODOLUTO STEPHEN & CARYN		8332 COPPERFIELD WAY	167	167	\$13,083.09	
22	201235003020	RESIDENTIAL	CLANCY LORI & PATRICK		8314 COPPERFIELD WAY	105	105	\$13,083.09	
23	201235003030	RESIDENTIAL	EBERHARDT JEFFERY		8296 COPPERFIELD WAY	85	85	\$13,083.09	
24	201235003040	RESIDENTIAL	CAULFIELD ERIC & KATHLEEN		8278 COPPERFIELD WAY	243	243	\$13,083.09	
25	201235003050	RESIDENTIAL	HALLIGAN DANIEL G & CAROL A		8278 DAWSON WAY	88	88	\$13,083.09	
26	201235003060	RESIDENTIAL	STEICHEN CLAUDIA J		8276 DAWSON WAY	92	92	\$13,083.09	
27	201235003070	RESIDENTIAL	MCKNIGHT JOSHUA & SARAH M		8272 DAWSON WAY	86	86	\$13,083.09	
28	201235003080	RESIDENTIAL	LIBMAN MICHAEL P		8270 DAWSON WAY	85	85	\$13,083.09	
29	201235003090	RESIDENTIAL	MANKOWSKI MARGARET A & STEVEN & GENE C & STANLEY C S MANKOWSKI		8266 DAWSON WAY	85	85	\$13,083.09	
30	201235003100	RESIDENTIAL	CHENOWETH ANGELA		8264 DAWSON WAY	85	85	\$13,083.09	
31	201235003110	RESIDENTIAL	WICKLUND DAVID W & JAN M		8260 DAWSON WAY	105	105	\$13,083.09	
32	204470002010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	RYAN CHARISSA & GAILYN	LEGEND ESTATES	8678 CORCORAN PATH			\$2,893.45	
33	204470002020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KNUTSON BENJAMIN C & SARAH N VERRASTRO	LEGEND ESTATES	8680 CORCORAN PATH			\$2,893.45	
34	204470002030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NOVACEK CYNTHIA	LEGEND ESTATES	8682 CORCORAN PATH			\$2,893.45	
35	204470003010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KEATING PETER & ERIN PAULSON	LEGEND ESTATES	8660 CORCORAN PATH			\$2,893.45	
36	204470003020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	POPOWITZ JOSEPH DENNIS	LEGEND ESTATES	8662 CORCORAN PATH			\$2,893.45	

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
37	204470003030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SIDDIQUI JUNAID A & KRISTA S	LEGEND ESTATES	8664 CORCORAN PATH	478	956	\$2,893.45	
38	204470003040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LEE PAT D & NG A SAN	LEGEND ESTATES	8666 CORCORAN PATH			\$2,893.45	
39	204470003050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	WILLIAMS TIMOTHY C & KARA	LEGEND ESTATES	8674 CORCORAN PATH			\$2,893.45	
40	204470003060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	HETHERINGTON SEAN D	LEGEND ESTATES	8672 CORCORAN PATH			\$2,893.45	
41	204470003070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NELSON MATTHEW	LEGEND ESTATES	8670 CORCORAN PATH			\$2,893.45	
42	204470003080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JEFFREY RICHARD A & STACY A	LEGEND ESTATES	8668 CORCORAN PATH			\$2,893.45	
43	204470004010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CHEN ZHIYU	LEGEND ESTATES	8642 CORCORAN PATH			\$2,893.45	
44	204470004020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDERBERG PAUL R	LEGEND ESTATES	8644 CORCORAN PATH			\$2,893.45	
45	204470004030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MUELLER DAVE	LEGEND ESTATES	8646 CORCORAN PATH			\$2,893.45	
46	204470004040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SWEENEY BRIAN & HINZ-SWEENEYALANNA	LEGEND ESTATES	8648 CORCORAN PATH			\$2,893.45	
47	204470004050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SCHWAB ERIC S & KARI J	LEGEND ESTATES	8656 CORCORAN PATH			\$2,893.45	
48	204470004060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GERTEN KATIE M	LEGEND ESTATES	8654 CORCORAN PATH			\$2,893.45	
49	204470004070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LI JIN	LEGEND ESTATES	8652 CORCORAN PATH			\$2,893.45	
50	204470004080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	RYAN HAILEY E	LEGEND ESTATES	8650 CORCORAN PATH			\$2,893.45	
51	204470005010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CLASSEN LORI K	LEGEND ESTATES	8630 CORCORAN PATH			\$2,893.45	
52	204470005020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LOWE SUSAN DENISE TSTE	LEGEND ESTATES	8632 CORCORAN PATH			\$2,893.45	
53	204470005030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LAPOINTE KATHLEEN	LEGEND ESTATES	8634 CORCORAN PATH			\$2,893.45	
54	205674001010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JOSEPH THERESA M	PARK POINT	8654 COLLIN WAY	573	1146	\$5,968.94	
55	205674001020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SHERRY LORI ANNE	PARK POINT	8658 COLLIN WAY			\$5,968.94	
56	205674001030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ESPESETH RODGER O	PARK POINT	8662 COLLIN WAY			\$5,968.94	
57	205674001040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MICHELKAMP JANE M	PARK POINT	8664 COLLIN WAY			\$5,968.94	
58	205674001050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LEIF JEFFREY N & AMY B LEIF	PARK POINT	8670 COLLIN WAY			\$5,968.94	
59	205674001060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KINDEM JON L & KAREN A	PARK POINT	8674 COLLIN WAY			\$5,968.94	
60	205674001070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GIBSON JOHN W & CAROL A	PARK POINT	8678 COLLIN WAY			\$5,968.94	
61	205674001080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	OROURKE MICHAEL J & MARY KAY	PARK POINT	8682 COLLIN WAY			\$5,968.94	
62	205674001090	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DOTSON SONYA RENEE	PARK POINT	8705 COLLIN WAY			\$5,968.94	
63	205674001100	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LUBY ELIZABETH A	PARK POINT	8701 COLLIN WAY			\$5,968.94	
64	205674001110	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LETSON JANE	PARK POINT	8697 COLLIN WAY			\$5,968.94	
65	205674001120	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TWEDT LANCE A & LOIS A	PARK POINT	8693 COLLIN WAY			\$5,968.94	
66	205674001130	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SIEPELMAYER LORETTA A	PARK POINT	8689 COLLIN WAY			\$5,968.94	
67	205674001140	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CARLSON JILL & RHONDA DECOTEAU	PARK POINT	8685 COLLIN WAY			\$5,968.94	
68	205674001150	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CLUCAS KENNETH R & CATHY A	PARK POINT	8681 COLLIN WAY			\$5,968.94	
69	205674001160	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MOTZ DONALD C & BARBARA J	PARK POINT	8677 COLLIN WAY			\$5,968.94	
70	205674001170	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GELAO DAVID J & KATHLEEN A	PARK POINT	8673 COLLIN WAY			\$5,968.94	
71	205674001180	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KELLY GREGORY D & BILINDA	PARK POINT	8669 COLLIN WAY			\$5,968.94	
72	205674001190	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JOHNSON THOMAS A & ANNE S	PARK POINT	8665 COLLIN WAY			\$5,968.94	

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
73	205674001200	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LINDBLAD SHAUN & JANET	PARK POINT	8661 COLLIN WAY			\$5,968.94	
74	205674001210	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PAULSON SCOTT & DIANE	PARK POINT	8657 COLLIN WAY			\$5,968.94	
75	205674001220	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STANDING ELLEN & WILLIAM	PARK POINT	8653 COLLIN WAY			\$5,968.94	
76	205674002010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KROGH RICHARD B & DIANNE R	PARK POINT	8630 CORBIN CT	682	1364	\$5,968.94	
77	205674002020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CANNIFF MACKENZIE R & KATHLEEN A CANNIFF	PARK POINT	8634 CORBIN CT			\$5,968.94	
78	205674002030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ENTGELMEIER JAMES J TSTE & NANCY TSTE ENTGELMEIER	PARK POINT	8638 CORBIN CT			\$5,968.94	
79	205674002040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DOLS JEFFREY J & MARIA A	PARK POINT	8642 CORBIN CT			\$5,968.94	
80	205674002050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DERR DANIEL P & TIMOTHY W LOUGHNEY	PARK POINT	8646 CORBIN CT			\$5,968.94	
81	205674002060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	HENRY EARL J & CHARLOTTE C	PARK POINT	8650 CORBIN CT			\$5,968.94	
82	207150002010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MANCINI DAWN C & ROBERT M	SPRINGWOOD PONDS CONDOMINIUMS	8365 COPPERFIELD WAY	407	814	\$2,492.43	
83	207150002020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NELIAHR ELAINE E	SPRINGWOOD PONDS CONDOMINIUMS	8371 COPPERFIELD WAY			\$2,492.43	
84	207150002030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MURPHY MARYLIN	SPRINGWOOD PONDS CONDOMINIUMS	8375 COPPERFIELD WAY			\$2,492.43	
85	207150002040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	QUIRK ROBERT B & DAWN M QUIRK	SPRINGWOOD PONDS CONDOMINIUMS	8381 COPPERFIELD WAY			\$2,492.43	
86	207150002050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STEVENS GLEN & TERESA STEVENS	SPRINGWOOD PONDS CONDOMINIUMS	8385 COPPERFIELD WAY			\$2,492.43	
87	207150002060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DOPPLER MARCUS L & VALERIE J ROCHELLE-DOPPLER	SPRINGWOOD PONDS CONDOMINIUMS	8391 COPPERFIELD WAY			\$2,492.43	
88	207150002070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ROGERS PAMELA	SPRINGWOOD PONDS CONDOMINIUMS	8395 COPPERFIELD WAY			\$2,492.43	
89	207150002080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LINDBERG JAMES & KRISTINE	SPRINGWOOD PONDS CONDOMINIUMS	8401 COPPERFIELD WAY			\$2,492.43	
90	207150002090	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NUFFER ELIZABETH A	SPRINGWOOD PONDS CONDOMINIUMS	8405 COPPERFIELD WAY			\$2,492.43	
91	207150002100	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SHERIDAN TROY A & TY L SHERIDAN	SPRINGWOOD PONDS CONDOMINIUMS	8411 COPPERFIELD WAY			\$2,492.43	
92	207150002110	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PHELPS NANCY K	SPRINGWOOD PONDS CONDOMINIUMS	8415 COPPERFIELD WAY			\$2,492.43	
93	207150002120	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STASSEN BONITA F	SPRINGWOOD PONDS CONDOMINIUMS	8421 COPPERFIELD WAY			\$2,492.43	
94	207150002190	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MCKENZIE LESLIE B	SPRINGWOOD PONDS CONDOMINIUMS	8501 COPPERFIELD WAY	739	1478	\$2,492.43	
95	207150002200	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BJORNSON MICHELLE RAE	SPRINGWOOD PONDS CONDOMINIUMS	8505 COPPERFIELD WAY			\$2,492.43	
96	207150002210	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LOGAN JOANNE	SPRINGWOOD PONDS CONDOMINIUMS	8511 CORCORAN PATH			\$2,492.43	
97	207150002220	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SOLVEIG L BENTSONLIVING TRUST 7/6/202	SPRINGWOOD PONDS CONDOMINIUMS	8515 CORCORAN PATH			\$2,492.43	
98	207150002230	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MCMAHON ROBERT C & LINDA K	SPRINGWOOD PONDS CONDOMINIUMS	8521 CORCORAN PATH			\$2,492.43	
99	207150002240	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SNAZA EILEEN T	SPRINGWOOD PONDS CONDOMINIUMS	8525 CORCORAN PATH			\$2,492.43	
100	207150002250	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BURY THUONG & MICHAEL BURY	SPRINGWOOD PONDS CONDOMINIUMS	8531 CORCORAN PATH			\$2,492.43	
101	207150002260	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PENA ESPERANZA	SPRINGWOOD PONDS CONDOMINIUMS	8535 CORCORAN PATH			\$2,492.43	
102	207150002270	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DOMINGUEZ GUMARO & NINFA PLIEGO DOMINGUEZ	SPRINGWOOD PONDS CONDOMINIUMS	8541 CORCORAN PATH			\$2,492.43	
103	207150002280	RESIDENTIAL-TOWNHOME/CONDOMINIUM	HALGRIMSON TERRY M	SPRINGWOOD PONDS CONDOMINIUMS	8545 CORCORAN PATH			\$2,492.43	
104	207150002290	RESIDENTIAL-TOWNHOME/CONDOMINIUM	WARD CYNTHIA M & SCOTT R WARD	SPRINGWOOD PONDS CONDOMINIUMS	8551 CORCORAN PATH			\$2,492.43	
105	207150002300	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MITCHELL MARY S	SPRINGWOOD PONDS CONDOMINIUMS	8555 CORCORAN PATH			\$2,492.43	
106	207150002310	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KIMBROUGH SANDY	SPRINGWOOD PONDS CONDOMINIUMS	8561 CORCORAN PATH			\$2,492.43	
107	207150002320	RESIDENTIAL-TOWNHOME/CONDOMINIUM	EGGENBERGER RICHARD A & LUELLA EGGENBERGER	SPRINGWOOD PONDS CONDOMINIUMS	8565 CORCORAN PATH			\$2,492.43	
108	207150002330	RESIDENTIAL-TOWNHOME/CONDOMINIUM	WEBER SHARON A	SPRINGWOOD PONDS CONDOMINIUMS	8571 CORCORAN PATH			\$2,492.43	
109	207150002340	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ROBOLE ROBERT W & MARLYS M ROBOLE	SPRINGWOOD PONDS CONDOMINIUMS	8575 CORCORAN PATH			\$2,492.43	

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FULL DEPTH RECLAMATION									
110	207150002350	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GEGEN WILLIAM C & JILL P	SPRINGWOOD PONDS CONDOMINIUMS	8581 CORCORAN PATH			\$2,492.43	
111	207150002360	RESIDENTIAL-TOWNHOME/CONDOMINIUM	RASMUSSEN MARK & SHELLEY RASMUSSEN	SPRINGWOOD PONDS CONDOMINIUMS	8585 CORCORAN PATH			\$2,492.43	
112	207150002370	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LAW SUSAN J	SPRINGWOOD PONDS CONDOMINIUMS	8591 CORCORAN PATH			\$2,492.43	
113	207150002380	RESIDENTIAL-TOWNHOME/CONDOMINIUM	AUTH GARRETT J & MARY K	SPRINGWOOD PONDS CONDOMINIUMS	8595 CORCORAN PATH			\$2,492.43	
114	207150002390	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GOIN GREGORY M & GORENE E	SPRINGWOOD PONDS CONDOMINIUMS	8601 CORCORAN PATH			\$2,492.43	
115	207150002400	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BARBARA CATHERINESCHILLER TRUST AGREE	SPRINGWOOD PONDS CONDOMINIUMS	8605 CORCORAN PATH			\$2,492.43	
116	207150002410	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DILLON DANIEL C LIVING TRUS	SPRINGWOOD PONDS CONDOMINIUMS	8611 CORCORAN PATH			\$2,492.43	
117	207150002420	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JACOBSON GREGORY & CHERYL JACOBSON	SPRINGWOOD PONDS CONDOMINIUMS	8615 CORCORAN PATH			\$2,492.43	
118	207150003010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BADE ROBERT W & BETTY J	SPRINGWOOD PONDS CONDOMINIUMS	8500 CORCORAN PATH	979	1958	\$2,492.43	
119	207150003020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	YESKE RICHARD P & JANICE M	SPRINGWOOD PONDS CONDOMINIUMS	8504 CORCORAN PATH			\$2,492.43	
120	207150003030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MENS WARD D & DIANNE C	SPRINGWOOD PONDS CONDOMINIUMS	8510 CORCORAN PATH			\$2,492.43	
121	207150003040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MAKI TAINA RACHELLE	SPRINGWOOD PONDS CONDOMINIUMS	8514 CORCORAN PATH			\$2,492.43	
122	207150003050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDERSON JOYCE E	SPRINGWOOD PONDS CONDOMINIUMS	8520 CORCORAN PATH			\$2,492.43	
123	207150003060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GINGERICH LOREN W & CLAUDIA GINGERICH	SPRINGWOOD PONDS CONDOMINIUMS	8524 CORCORAN PATH			\$2,492.43	
124	207150003070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BECHT MARY E	SPRINGWOOD PONDS CONDOMINIUMS	8530 CORCORAN PATH			\$2,492.43	
125	207150003080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GRANT SEAN & TAMI KADRLIK	SPRINGWOOD PONDS CONDOMINIUMS	8534 CORCORAN PATH			\$2,492.43	
126	207150003090	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MILLIKEN KENNETH W & MARSHA A	SPRINGWOOD PONDS CONDOMINIUMS	8540 CORCORAN PATH			\$2,492.43	
127	207150003100	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GILBERT SHERYL A	SPRINGWOOD PONDS CONDOMINIUMS	8544 CORCORAN PATH			\$2,492.43	
128	207150003110	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DRAINE SHIRLEY N	SPRINGWOOD PONDS CONDOMINIUMS	8550 CORCORAN PATH			\$2,492.43	
129	207150003120	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GRUENEWALD PATRICIA B	SPRINGWOOD PONDS CONDOMINIUMS	8554 CORCORAN PATH			\$2,492.43	
130	207150003130	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDERSON JOHN TODD & DEANNA MARIE ANDERSON	SPRINGWOOD PONDS CONDOMINIUMS	8560 CORCORAN PATH			\$2,492.43	
131	207150003140	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DANIELS CONSTANCE E	SPRINGWOOD PONDS CONDOMINIUMS	8564 CORCORAN PATH			\$2,492.43	
132	207150003150	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PEDERSON SANDRA J	SPRINGWOOD PONDS CONDOMINIUMS	8570 CORCORAN PATH			\$2,492.43	
133	207150003160	RESIDENTIAL-TOWNHOME/CONDOMINIUM	HANDAHL COLLEEN M	SPRINGWOOD PONDS CONDOMINIUMS	8574 CORCORAN PATH			\$2,492.43	
134	207150101010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SCHENK PARIANN M	SPRINGWOOD PONDS CONDOMINIUMS	8590 CORCORAN PATH			\$2,492.43	
135	207150101020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PETERSON DANETTE M	SPRINGWOOD PONDS CONDOMINIUMS	8594 CORCORAN PATH			\$2,492.43	
136	207150101030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KNUTSON CAROLE A & EDWARD O NATALINO	SPRINGWOOD PONDS CONDOMINIUMS	8610 CORCORAN PATH			\$2,492.43	
137	207150101040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MCGUINE CAROL	SPRINGWOOD PONDS CONDOMINIUMS	8614 CORCORAN PATH			\$2,492.43	
138	208210004080	RESIDENTIAL	KRYZER ALLEN L & GLENDA G		8231 DAWSON AVE	85	85	\$13,083.09	
139	208210004090	RESIDENTIAL	PARROW THOMAS E JR & DEBRA L PARROW		8245 DAWSON AVE	85	85	\$13,083.09	
140	207150004054	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CAREY DUBBS	SPRINGWOOD PONDS CONDOMINIUMS	8341 CORCORAN CIR			\$2,492.43	
141	207150004055	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JAMIE LINDBOE & NICOLE THOMPSON	SPRINGWOOD PONDS CONDOMINIUMS	8343 CORCORAN CIR			\$2,492.43	
142	207150004042	RESIDENTIAL-TOWNHOME/CONDOMINIUM	HARRY PLENDL	SPRINGWOOD PONDS CONDOMINIUMS	8345 CORCORAN CIR			\$2,492.43	
143	207150004043	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PAULA METOXEN	SPRINGWOOD PONDS CONDOMINIUMS	8347 CORCORAN CIR			\$2,492.43	
144	207150004053	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CORNELIUS LUJUAN EMILY	SPRINGWOOD PONDS CONDOMINIUMS	8349 CORCORAN CIR			\$2,492.43	
145	207150004120	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KATHLEEN A LEISZ	SPRINGWOOD PONDS CONDOMINIUMS	8350 COPPERFIELD WAY			\$2,492.43	

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
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FULL DEPTH RECLAMATION									
146	207150004056	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SANDEEP SHRESTHA & HEIDI ZUNKER	SPRINGWOOD PONDS CONDOMINIUMS	8351 CORCORAN CIR			\$2,492.43	
147	207150004109	RESIDENTIAL-TOWNHOME/CONDOMINIUM	EMILY MARIE ROSENBERG	SPRINGWOOD PONDS CONDOMINIUMS	8352 COPPERFIELD WAY			\$2,492.43	
148	207150004041	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BRITTANY HUBACK	SPRINGWOOD PONDS CONDOMINIUMS	8353 CORCORAN CIR			\$2,492.43	
149	207150004110	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GAVIN S OLIVERAS & LISA DAVANNAVONG	SPRINGWOOD PONDS CONDOMINIUMS	8354 COPPERFIELD WAY			\$2,492.43	
150	207150004044	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SARA A TUVEY	SPRINGWOOD PONDS CONDOMINIUMS	8355 CORCORAN CIR			\$2,492.43	
151	207150004052	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DAVID A & TERI EILERTSON	SPRINGWOOD PONDS CONDOMINIUMS	8357 CORCORAN CIR			\$2,492.43	
152	207150004119	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KENNETH M ALLER	SPRINGWOOD PONDS CONDOMINIUMS	8358 COPPERFIELD WAY			\$2,492.43	
153	207150004057	RESIDENTIAL-TOWNHOME/CONDOMINIUM	PATRICIA A TURCOTTE	SPRINGWOOD PONDS CONDOMINIUMS	8359 CORCORAN CIR			\$2,492.43	
154	207150004118	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DELLA WARREN & DANIEL TRASKA	SPRINGWOOD PONDS CONDOMINIUMS	8360 COPPERFIELD WAY			\$2,492.43	
155	207150004040	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JESSICA GOULET	SPRINGWOOD PONDS CONDOMINIUMS	8361 CORCORAN CIR			\$2,492.43	
156	207150004111	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SCOTT G LARSON	SPRINGWOOD PONDS CONDOMINIUMS	8362 COPPERFIELD WAY			\$2,492.43	
157	207150004045	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KELLY M DARROW	SPRINGWOOD PONDS CONDOMINIUMS	8363 CORCORAN CIR			\$2,492.43	
158	207150004112	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MARCELENO J PAEZ	SPRINGWOOD PONDS CONDOMINIUMS	8364 COPPERFIELD WAY			\$2,492.43	
159	207150004051	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JAMES E TAKO	SPRINGWOOD PONDS CONDOMINIUMS	8365 CORCORAN CIR			\$2,492.43	
160	207150004058	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KENDRA K LANGERT	SPRINGWOOD PONDS CONDOMINIUMS	8367 CORCORAN CIR			\$2,492.43	
161	207150004117	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDREW VERNON BRONSON	SPRINGWOOD PONDS CONDOMINIUMS	8368 COPPERFIELD WAY			\$2,492.43	
162	207150004039	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STACEY CAIN	SPRINGWOOD PONDS CONDOMINIUMS	8369 CORCORAN CIR			\$2,492.43	
163	207150004116	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GERALD P WUSSOW	SPRINGWOOD PONDS CONDOMINIUMS	8370 COPPERFIELD WAY			\$2,492.43	
164	207150004046	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JASON & CAROLYN DIETRICH	SPRINGWOOD PONDS CONDOMINIUMS	8371 CORCORAN CIR			\$2,492.43	
165	207150004113	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MAY ELLEN STAMPER	SPRINGWOOD PONDS CONDOMINIUMS	8372 COPPERFIELD WAY			\$2,492.43	
166	207150004050	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DIANNE MALAVE RODRIGUEZ	SPRINGWOOD PONDS CONDOMINIUMS	8373 CORCORAN CIR			\$2,492.43	
167	207150004114	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TYLER & TANNER TATAREK	SPRINGWOOD PONDS CONDOMINIUMS	8374 COPPERFIELD WAY			\$2,492.43	
168	207150004059	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CARRIE L BLESENER	SPRINGWOOD PONDS CONDOMINIUMS	8375 CORCORAN CIR			\$2,492.43	
169	207150004038	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KATLIN STEIN	SPRINGWOOD PONDS CONDOMINIUMS	8377 CORCORAN CIR			\$2,492.43	
170	207150004115	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TERRY E ENGELSON	SPRINGWOOD PONDS CONDOMINIUMS	8378 COPPERFIELD WAY			\$2,492.43	
171	207150004047	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JEANNE M BRAUN	SPRINGWOOD PONDS CONDOMINIUMS	8379 CORCORAN CIR			\$2,492.43	
172	207150004049	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MICHAEL JOHN HAYES	SPRINGWOOD PONDS CONDOMINIUMS	8381 CORCORAN CIR			\$2,492.43	
173	207150004108	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DAVID DESROCHER	SPRINGWOOD PONDS CONDOMINIUMS	8382 COPPERFIELD WAY			\$2,492.43	
174	207150004060	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SUSAN A TITEL	SPRINGWOOD PONDS CONDOMINIUMS	8383 CORCORAN CIR			\$2,492.43	
175	207150004097	RESIDENTIAL-TOWNHOME/CONDOMINIUM	VALERIE M EVENSON	SPRINGWOOD PONDS CONDOMINIUMS	8384 COPPERFIELD WAY			\$2,492.43	
176	207150004037	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JENNIFER R JAHNS & LYNAEA HINTZ	SPRINGWOOD PONDS CONDOMINIUMS	8385 CORCORAN CIR			\$2,492.43	
177	207150004098	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JUDD C THOMPSON & LINDA K THOMPSON	SPRINGWOOD PONDS CONDOMINIUMS	8386 COPPERFIELD WAY			\$2,492.43	
178	207150004048	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JANE WALKUSH	SPRINGWOOD PONDS CONDOMINIUMS	8387 CORCORAN CIR			\$2,492.43	
179	207150004107	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MICHELLE BOYDEN & HALEIGH LINN	SPRINGWOOD PONDS CONDOMINIUMS	8388 COPPERFIELD WAY			\$2,492.43	
180	207150004036	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BLAKE STEVEN	SPRINGWOOD PONDS CONDOMINIUMS	8391 CORCORAN CIR			\$2,492.43	
181	207150004106	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KRISTIN RAJALA	SPRINGWOOD PONDS CONDOMINIUMS	8392 COPPERFIELD WAY			\$2,492.43	

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
182	207150004025	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STACY R LUNDELL & MICHAEL A NELSON	SPRINGWOOD PONDS CONDOMINIUMS	8393 CORCORAN CIR	1169	2338	\$2,492.43	
183	207150004099	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NANCY J SLAGERMAN	SPRINGWOOD PONDS CONDOMINIUMS	8394 COPPERFIELD WAY			\$2,492.43	
184	207150004035	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NELLIE SAUNDERS	SPRINGWOOD PONDS CONDOMINIUMS	8395 CORCORAN CIR			\$2,492.43	
185	207150004100	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JEAN A GARMAN	SPRINGWOOD PONDS CONDOMINIUMS	8396 COPPERFIELD WAY			\$2,492.43	
186	207150004026	RESIDENTIAL-TOWNHOME/CONDOMINIUM	FENG CHEN	SPRINGWOOD PONDS CONDOMINIUMS	8397 CORCORAN CIR			\$2,492.43	
187	207150004105	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GARY RAY CAMERON	SPRINGWOOD PONDS CONDOMINIUMS	8398 COPPERFIELD WAY			\$2,492.43	
188	207150004034	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BRITTANY SCHNEIDER	SPRINGWOOD PONDS CONDOMINIUMS	8399 CORCORAN CIR			\$2,492.43	
189	207150004027	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CORINNE M CAVANAGH	SPRINGWOOD PONDS CONDOMINIUMS	8401 CORCORAN CIR			\$2,492.43	
190	207150004104	RESIDENTIAL-TOWNHOME/CONDOMINIUM	THERESA A JONES	SPRINGWOOD PONDS CONDOMINIUMS	8402 COPPERFIELD WAY			\$2,492.43	
191	207150004033	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SHARON CHAMBERS	SPRINGWOOD PONDS CONDOMINIUMS	8403 CORCORAN CIR			\$2,492.43	
192	207150004101	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TARA M TAGGART	SPRINGWOOD PONDS CONDOMINIUMS	8404 COPPERFIELD WAY			\$2,492.43	
193	207150004028	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LISA JEAN FRANCISCUS	SPRINGWOOD PONDS CONDOMINIUMS	8405 CORCORAN CIR			\$2,492.43	
194	207150004102	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TERRANCE P CARROLL & MARY LOU CARROLL	SPRINGWOOD PONDS CONDOMINIUMS	8406 COPPERFIELD WAY			\$2,492.43	
195	207150004032	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LINDSAY RAE WAYNE	SPRINGWOOD PONDS CONDOMINIUMS	8407 CORCORAN CIR			\$2,492.43	
196	207150004103	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KAREN K GEORGE	SPRINGWOOD PONDS CONDOMINIUMS	8408 COPPERFIELD WAY			\$2,492.43	
197	207150004029	RESIDENTIAL-TOWNHOME/CONDOMINIUM	THOMAS FRANKE	SPRINGWOOD PONDS CONDOMINIUMS	8409 CORCORAN CIR			\$2,492.43	
198	207150004096	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KATHLEEN M KRANZ	SPRINGWOOD PONDS CONDOMINIUMS	8410 COPPERFIELD WAY			\$2,492.43	
199	207150004031	RESIDENTIAL-TOWNHOME/CONDOMINIUM	THOMAS KURT BUCHHOLZ	SPRINGWOOD PONDS CONDOMINIUMS	8411 CORCORAN CIR			\$2,492.43	
200	207150004085	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GARY PAUL REGNIER	SPRINGWOOD PONDS CONDOMINIUMS	8412 COPPERFIELD WAY			\$2,492.43	
201	207150004030	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MARY A MOTTRAM	SPRINGWOOD PONDS CONDOMINIUMS	8413 CORCORAN CIR			\$2,492.43	
202	207150004086	RESIDENTIAL-TOWNHOME/CONDOMINIUM	GREGORY KOECHER	SPRINGWOOD PONDS CONDOMINIUMS	8414 COPPERFIELD WAY			\$2,492.43	
203	207150004095	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SUDEEP SHRESTHA	SPRINGWOOD PONDS CONDOMINIUMS	8416 COPPERFIELD WAY			\$2,492.43	
204	207150004024	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDREW R & STACI L COLE	SPRINGWOOD PONDS CONDOMINIUMS	8417 CORCORAN CIR			\$2,492.43	
205	207150004013	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MEGAN CAPRA	SPRINGWOOD PONDS CONDOMINIUMS	8419 CORCORAN CIR			\$2,492.43	
206	207150004094	RESIDENTIAL-TOWNHOME/CONDOMINIUM	FLORASTEEN GUNN	SPRINGWOOD PONDS CONDOMINIUMS	8420 COPPERFIELD WAY			\$2,492.43	
207	207150004023	RESIDENTIAL-TOWNHOME/CONDOMINIUM	3L RE3 LLC	SPRINGWOOD PONDS CONDOMINIUMS	8421 CORCORAN CIR			\$2,492.43	
208	207150004087	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MARY S SCHWEICH	SPRINGWOOD PONDS CONDOMINIUMS	8422 COPPERFIELD WAY			\$2,492.43	
209	207150004014	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DENISE A BREault	SPRINGWOOD PONDS CONDOMINIUMS	8423 CORCORAN CIR			\$2,492.43	
210	207150004088	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TERRY MYHRE & DESTINY HOSTETLER	SPRINGWOOD PONDS CONDOMINIUMS	8424 COPPERFIELD WAY			\$2,492.43	
211	207150004022	RESIDENTIAL-TOWNHOME/CONDOMINIUM	VICKI L SILVA	SPRINGWOOD PONDS CONDOMINIUMS	8425 CORCORAN CIR			\$2,492.43	
212	207150004093	RESIDENTIAL-TOWNHOME/CONDOMINIUM	9223 73RD STREET LLC	SPRINGWOOD PONDS CONDOMINIUMS	8426 COPPERFIELD WAY			\$2,492.43	
213	207150004015	RESIDENTIAL-TOWNHOME/CONDOMINIUM	STEPHANIE L HAMER	SPRINGWOOD PONDS CONDOMINIUMS	8427 CORCORAN CIR			\$2,492.43	
214	207150004021	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KENDRA JENSEN	SPRINGWOOD PONDS CONDOMINIUMS	8429 CORCORAN CIR			\$2,492.43	
215	207150004092	RESIDENTIAL-TOWNHOME/CONDOMINIUM	RANDALL T JEANS	SPRINGWOOD PONDS CONDOMINIUMS	8430 COPPERFIELD WAY			\$2,492.43	
216	207150004016	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MEGAN M HALVERSON	SPRINGWOOD PONDS CONDOMINIUMS	8431 CORCORAN CIR			\$2,492.43	
217	207150004089	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SUDEEP SHRESTHA	SPRINGWOOD PONDS CONDOMINIUMS	8432 COPPERFIELD WAY			\$2,492.43	
218	207150004020	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MICHELLE SEIGER	SPRINGWOOD PONDS CONDOMINIUMS	8433 CORCORAN CIR			\$2,492.43	

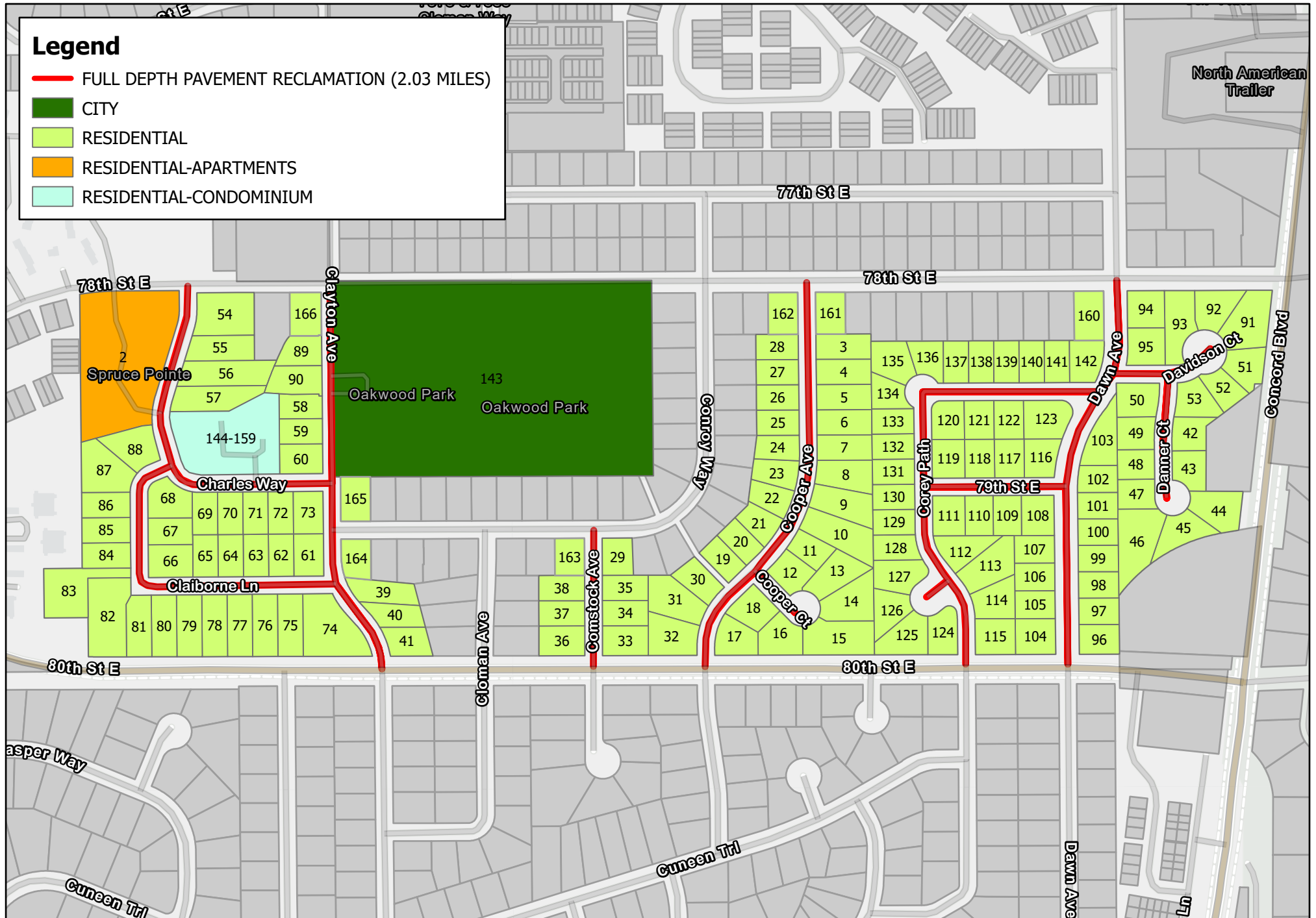
CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
219	207150004090	RESIDENTIAL-TOWNHOME/CONDOMINIUM	SALYNE R HUBERTY	SPRINGWOOD PONDS CONDOMINIUMS	8434 COPPERFIELD WAY			\$2,492.43	
220	207150004017	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BRITTNEY A CARTER	SPRINGWOOD PONDS CONDOMINIUMS	8435 CORCORAN CIR			\$2,492.43	
221	207150004091	RESIDENTIAL-TOWNHOME/CONDOMINIUM	WILLIAM T COLLINS	SPRINGWOOD PONDS CONDOMINIUMS	8436 COPPERFIELD WAY			\$2,492.43	
222	207150004019	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MARCIA S AVERBOOK	SPRINGWOOD PONDS CONDOMINIUMS	8437 CORCORAN CIR			\$2,492.43	
223	207150004078	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JENNA MARIE WILLEMARCK & CODY ROBERT WILLEMARCK	SPRINGWOOD PONDS CONDOMINIUMS	8438 COPPERFIELD WAY			\$2,492.43	
224	207150004018	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JULIE A OLSON	SPRINGWOOD PONDS CONDOMINIUMS	8439 CORCORAN CIR			\$2,492.43	
225	207150004079	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MARY KOSOWSKI	SPRINGWOOD PONDS CONDOMINIUMS	8440 COPPERFIELD WAY			\$2,492.43	
226	207150004077	RESIDENTIAL-TOWNHOME/CONDOMINIUM	NATHAN L BEIKLER	SPRINGWOOD PONDS CONDOMINIUMS	8444 COPPERFIELD WAY			\$2,492.43	
227	207150004080	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KARLA HODNEFIELD	SPRINGWOOD PONDS CONDOMINIUMS	8446 COPPERFIELD WAY			\$2,492.43	
228	207150004076	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JO ANN DANMEIER	SPRINGWOOD PONDS CONDOMINIUMS	8448 COPPERFIELD WAY			\$2,492.43	
229	207150004081	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JENNIFER L BEHR	SPRINGWOOD PONDS CONDOMINIUMS	8450 COPPERFIELD WAY			\$2,492.43	
230	207150004006	RESIDENTIAL-TOWNHOME/CONDOMINIUM	RACHEL MAY	SPRINGWOOD PONDS CONDOMINIUMS	8451 CORCORAN CIR			\$2,492.43	
231	207150004075	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANA ALVAREZ	SPRINGWOOD PONDS CONDOMINIUMS	8454 COPPERFIELD WAY			\$2,492.43	
232	207150004005	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ELINOR JACKSON & SUSANNA JACKSON	SPRINGWOOD PONDS CONDOMINIUMS	8455 CORCORAN CIR			\$2,492.43	
233	207150004082	RESIDENTIAL-TOWNHOME/CONDOMINIUM	YEVGENIY KRYAZH	SPRINGWOOD PONDS CONDOMINIUMS	8456 COPPERFIELD WAY			\$2,492.43	
234	207150004074	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ADRIAN MELENDEZ	SPRINGWOOD PONDS CONDOMINIUMS	8458 COPPERFIELD WAY			\$2,492.43	
235	207150004007	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JULIANA DAVISON	SPRINGWOOD PONDS CONDOMINIUMS	8459 CORCORAN PATH			\$2,492.43	
236	207150004083	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TANA J LOTZER	SPRINGWOOD PONDS CONDOMINIUMS	8460 COPPERFIELD WAY			\$2,492.43	
237	207150004004	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TAYLOR MARIE CULLEN	SPRINGWOOD PONDS CONDOMINIUMS	8461 CORCORAN CIR			\$2,492.43	
238	207150004067	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANNE M MCPHILLIPS	SPRINGWOOD PONDS CONDOMINIUMS	8462 COPPERFIELD WAY			\$2,492.43	
239	207150004066	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DARIEN TIMMERMAN	SPRINGWOOD PONDS CONDOMINIUMS	8463 CORCORAN PATH			\$2,492.43	
240	207150004073	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CHRISTOPHER P GREGG	SPRINGWOOD PONDS CONDOMINIUMS	8464 COPPERFIELD WAY			\$2,492.43	
241	207150004003	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JAMES & KAREN TAYLOR	SPRINGWOOD PONDS CONDOMINIUMS	8465 CORCORAN CIR			\$2,492.43	
242	207150004084	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ZACHARY WALZ	SPRINGWOOD PONDS CONDOMINIUMS	8466 COPPERFIELD WAY			\$2,492.43	
243	207150004065	RESIDENTIAL-TOWNHOME/CONDOMINIUM	8467 CORCORAN PATH LLC	SPRINGWOOD PONDS CONDOMINIUMS	8467 CORCORAN PATH			\$2,492.43	
244	207150004068	RESIDENTIAL-TOWNHOME/CONDOMINIUM	MICHELLE L RICHTER	SPRINGWOOD PONDS CONDOMINIUMS	8468 COPPERFIELD WAY			\$2,492.43	
245	207150004008	RESIDENTIAL-TOWNHOME/CONDOMINIUM	CHRISTY L OLINGER	SPRINGWOOD PONDS CONDOMINIUMS	8469 CORCORAN PATH			\$2,492.43	
246	207150004002	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ERICA JANE DERIFIELD	SPRINGWOOD PONDS CONDOMINIUMS	8471 CORCORAN CIR			\$2,492.43	
247	207150004069	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ZANUDRA PERRY	SPRINGWOOD PONDS CONDOMINIUMS	8472 COPPERFIELD WAY			\$2,492.43	
248	207150004064	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DENNIS & JACQUELINE BALLESTEROS	SPRINGWOOD PONDS CONDOMINIUMS	8473 CORCORAN PATH			\$2,492.43	
249	207150004001	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ANDREW GUBASH	SPRINGWOOD PONDS CONDOMINIUMS	8475 CORCORAN CIR			\$2,492.43	
250	207150004009	RESIDENTIAL-TOWNHOME/CONDOMINIUM	JOHN ASLAM CONNER & ZIBA SEKANDAR	SPRINGWOOD PONDS CONDOMINIUMS	8475 CORCORAN PATH			\$2,492.43	
251	207150004063	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KALEIGH CHEYKA & TODD CHEYKA	SPRINGWOOD PONDS CONDOMINIUMS	8477 CORCORAN PATH			\$2,492.43	
252	207150004070	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KENDALL BENSON	SPRINGWOOD PONDS CONDOMINIUMS	8478 COPPERFIELD WAY			\$2,492.43	
253	207150004010	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BENJAMIN J KIEFFER	SPRINGWOOD PONDS CONDOMINIUMS	8479 CORCORAN PATH			\$2,492.43	
254	207150004071	RESIDENTIAL-TOWNHOME/CONDOMINIUM	LISA ANN BENNEROTTE	SPRINGWOOD PONDS CONDOMINIUMS	8482 COPPERFIELD WAY			\$2,492.43	
255	207150004062	RESIDENTIAL-TOWNHOME/CONDOMINIUM	ADAM L NETZER	SPRINGWOOD PONDS CONDOMINIUMS	8483 CORCORAN PATH			\$2,492.43	

CP 2024-09F Corcoran Path and Dawson Way Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Association	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
256	207150004011	RESIDENTIAL-TOWNHOME/CONDOMINIUM	TRAVIS G STILLER	SPRINGWOOD PONDS CONDOMINIUMS	8485 CORCORAN PATH			\$2,492.43	
257	207150004061	RESIDENTIAL-TOWNHOME/CONDOMINIUM	DEBORAH L PELLAND	SPRINGWOOD PONDS CONDOMINIUMS	8487 CORCORAN PATH			\$2,492.43	
258	207150004072	RESIDENTIAL-TOWNHOME/CONDOMINIUM	BARRY J ROOZEN & MEGHANN ROOZEN	SPRINGWOOD PONDS CONDOMINIUMS	8488 COPPERFIELD WAY			\$2,492.43	
259	207150004012	RESIDENTIAL-TOWNHOME/CONDOMINIUM	KAREN K RAUSCHNOT	SPRINGWOOD PONDS CONDOMINIUMS	8489 CORCORAN PATH			\$2,492.43	
260	207150002131	RESIDENTIAL	SHERRY ROBERT JR		3751 CODY CT	90	90	\$0.00	Primary access is Cody Court, outside project limits
261	207150002140	RESIDENTIAL	WANGER GORDON P & LAURA J JOLICOEUR		3761 CODY CT	92	92	\$0.00	Primary access is Cody Court, outside project limits
262	207150002150	RESIDENTIAL	HEITKAMP JOSEPH R & ANNELISE		3771 CODY CT	123	123	\$0.00	Primary access is Cody Court, outside project limits
263	208210003040	RESIDENTIAL	FUCHS CHAD M		8198 CUSTERS TRL	130	130	\$0.00	Primary access is Custers Trail, outside project limits
264	208210004010	RESIDENTIAL	KELLEY ASHLEY		8196 CUSTERS TRL	130	130	\$0.00	Primary access is Custers Trail, outside project limits
265	208210004070	RESIDENTIAL	BOYUM CHARLES D TSTE & BONNIE LOU TSTE BOYUM		8184 CUSTERS TRL	100	100	\$0.00	Primary access is Custers Trail, outside project limits
266		COMMON AREA	CONCORD COMMONS	CONCORD COMMONS		640	1280	\$0.00	No direct access off the project
267	208210007100	RESIDENTIAL	ANN M MATERNOWSKI & RONALD MATERNOWSKI		8183 CUSTERS TRL	0	0	\$0.00	Primary access is Custers Trail, outside project limits
268	206930009070	RESIDENTIAL	KURT & KRISTIROSE STUCKEMEYER		8456 COOPER WAY	139	139	\$0.00	Primary access is Cooper Way, outside project limits
269	206930007090	RESIDENTIAL	HAROLD A & DIANE M STADTLER		8450 COOPER WAY E	157	157	\$0.00	Primary access is Cooper Way, outside project limits
TOTALS:						10871	16538	\$ 1,101,195	

IGH STREET & STORM ASSESSMENT (FDR)	
TOTAL STREET & STORM COST:	\$2,002,173.12
ASSESABLE STREET & STORM COST (55%):	\$1,101,195.22
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	16,538
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$66.59
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$669,453.18
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$431,742.04
# OF RESIDENTIAL UNITS:	33
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$13,083.09
TOTAL PROPOSED ASSESSMENT:	\$1,101,195.22

Legend

- FULL DEPTH PAVEMENT RECLAMATION (2.03 MILES)
- CITY
- RESIDENTIAL
- RESIDENTIAL-APARTMENTS
- RESIDENTIAL-CONDOMINIUM



CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
	FULL DEPTH RECLAMATION						
2	203651001010	RESIDENTIAL-APARTMENTS	DAKOTA COUNTY CDWORKFORCE HOUSING LL	7812 CHANDLER LN	\$95,983.67	\$95,983.67	
3	203652101030	RESIDENTIAL	PRICE CAROLINE ANN	7824 COOPER AVE	\$12,518.05	\$12,518.05	
4	203652101040	RESIDENTIAL	PORTUGAL WAYNE & NANCY	7830 COOPER AVE	\$12,518.05	\$12,518.05	
5	203652101050	RESIDENTIAL	REMACKEL JOSEPH JOHN JR	7852 COOPER AVE	\$12,518.05	\$12,518.05	
6	203652101060	RESIDENTIAL	WULFF WILLIAM B & JEAN M	7874 COOPER AVE	\$12,518.05	\$12,518.05	
7	203652101070	RESIDENTIAL	KNUTSON STEVEN LEE	7880 COOPER AVE	\$12,518.05	\$12,518.05	
8	203652101080	RESIDENTIAL	KELECIC JASON & JEAN M	7898 COOPER AVE	\$12,518.05	\$12,518.05	
9	203652101090	RESIDENTIAL	OEHME RICHARD W & DEBBIE L	7908 COOPER AVE	\$12,518.05	\$12,518.05	
10	203652101100	RESIDENTIAL	WHITE FRANK & MARIA WHITE	7918 COOPER AVE	\$12,518.05	\$12,518.05	
11	203652101110	RESIDENTIAL	HALVORSON AMANDA MARIE & MATTHEW ALAN FOX	7926 COOPER AVE	\$12,518.05	\$12,518.05	
12	203652101120	RESIDENTIAL	PFEIFER RONALD M	7932 COOPER CT	\$12,518.05	\$12,518.05	
13	203652101130	RESIDENTIAL	CORNELL BRADLEY J & JEANNE M	7938 COOPER CT	\$12,518.05	\$12,518.05	
14	203652101140	RESIDENTIAL	CHANDLER ALLEN R & CAROL J	7944 COOPER CT	\$12,518.05	\$12,518.05	
15	203652101150	RESIDENTIAL	DETERS RONALD & PATRICIA	7948 COOPER CT	\$12,518.05	\$12,518.05	
16	203652101160	RESIDENTIAL	ROUBIK JAMES P & NICOLE A	7952 COOPER CT	\$12,518.05	\$12,518.05	
17	203652101170	RESIDENTIAL	FOLEY BRYCE & HOLLY FOLEY	7988 COOPER AVE	\$12,518.05	\$12,518.05	
18	203652101180	RESIDENTIAL	BACKER BEVERLY J	7956 COOPER CT	\$12,518.05	\$12,518.05	
19	203652102120	RESIDENTIAL	HILSGEN MATTHEW P & JENNIFER L HILSGEN	7949 COOPER AVE	\$12,518.05	\$12,518.05	
20	203652102130	RESIDENTIAL	GERLACH MATTHEW JOHN & ERIN	7935 COOPER AVE	\$12,518.05	\$12,518.05	
21	203652102140	RESIDENTIAL	FEGLEY STEVEN J	7929 COOPER AVE	\$12,518.05	\$12,518.05	
22	203652102150	RESIDENTIAL	STEIN KARL L & MICHELLE A	7915 COOPER AVE	\$12,518.05	\$12,518.05	
23	203652102160	RESIDENTIAL	BLESI KATHY L & BRIAN W	7899 COOPER AVE	\$12,518.05	\$12,518.05	
24	203652102170	RESIDENTIAL	STARK PAULETTE A	7877 COOPER AVE	\$12,518.05	\$12,518.05	
25	203652102180	RESIDENTIAL	BECKER LISA & MARCUS OLSON	7869 COOPER AVE	\$12,518.05	\$12,518.05	
26	203652102190	RESIDENTIAL	MYERS GERALD M & NORMA J	7849 COOPER AVE	\$12,518.05	\$12,518.05	
27	203652102200	RESIDENTIAL	GREENE TIFFANY	7827 COOPER AVE	\$12,518.05	\$12,518.05	

CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
28	203652102210	RESIDENTIAL	BOERBON ROBERT B & SUZANNE	7821 COOPER AVE	\$12,518.05	\$12,518.05	
29	203652103010	RESIDENTIAL	SCHMIDT CHRISTINE	7956 COMSTOCK AVE	\$12,518.05	\$12,518.05	
30	203652103040	RESIDENTIAL	SKOV JAMES E & JANE L	7963 COOPER AVE	\$12,518.05	\$12,518.05	
31	203652103050	RESIDENTIAL	CHRISTENSEN RONNIE L JR & LISA K	7979 COOPER AVE	\$12,518.05	\$12,518.05	
32	203652103060	RESIDENTIAL	ESPERSEN DAVID & JUDY	7995 COOPER AVE	\$12,518.05	\$12,518.05	
33	203652103070	RESIDENTIAL	OLNESS MELISSA M & JEROME R & MARILYN W ENGBRETSON	7992 COMSTOCK AVE	\$12,518.05	\$12,518.05	
34	203652103080	RESIDENTIAL	OHMANN MICHAEL J & JO E	7982 COMSTOCK AVE	\$12,518.05	\$12,518.05	
35	203652103090	RESIDENTIAL	PROKOP DONALD J & LINDA	7970 COMSTOCK AVE	\$12,518.05	\$12,518.05	
36	203652104070	RESIDENTIAL	VITRO JOSEPH M	7995 COMSTOCK AVE	\$12,518.05	\$12,518.05	
37	203652104080	RESIDENTIAL	DEUTSCH JEFFRY A & SUSAN S	7987 COMSTOCK AVE	\$12,518.05	\$12,518.05	
38	203652104090	RESIDENTIAL	RIECK TRAVIS & KATHRYN RIECK	7975 COMSTOCK AVE	\$12,518.05	\$12,518.05	
39	203652105060	RESIDENTIAL	NEHRING LOURDES E	7958 CLAYTON AVE	\$12,518.05	\$12,518.05	
40	203652105070	RESIDENTIAL	HEESCH DANIEL T & AMI L	7972 CLAYTON AVE	\$12,518.05	\$12,518.05	
41	203652105080	RESIDENTIAL	SATAK NATHAN R S	7996 CLAYTON AVE	\$12,518.05	\$12,518.05	
42	201962501030	RESIDENTIAL	CHIRHART GARY J & KRISTIN M	7854 DANNER CT	\$12,518.05	\$12,518.05	
43	201962501040	RESIDENTIAL	TUIONE JOSEPH A & ANDREA L	7876 DANNER CT	\$12,518.05	\$12,518.05	
44	201962501050	RESIDENTIAL	HILDEBRANDT LEE B & SUSAN E	7898 DANNER CT	\$12,518.05	\$12,518.05	
45	201962501060	RESIDENTIAL	COLWELL ADAM J & KARLA D JOHNSON	7916 DANNER CT	\$12,518.05	\$12,518.05	
46	201962501070	RESIDENTIAL	HINKLE THOMAS C & KATELYN R PLAN	7921 DANNER CT	\$12,518.05	\$12,518.05	
47	201962501080	RESIDENTIAL	MILLS MATTHEW & ELIZABETH MILLS	7897 DANNER CT	\$12,518.05	\$12,518.05	
48	201962501090	RESIDENTIAL	LUNDBERG MATTHEW J & ELYSE N LUNDBERG	7875 DANNER CT	\$12,518.05	\$12,518.05	
49	201962501100	RESIDENTIAL	AUGE KEVIN J & CAROL A	7853 DANNER CT	\$12,518.05	\$12,518.05	
50	201962501110	RESIDENTIAL	DECKER JASON & MIRANDA DECKER	7831 DANNER CT	\$12,518.05	\$12,518.05	
51	201962601010	RESIDENTIAL	ASMUNDSON KAREN ELIZABETH LYNG	7830 DAVIDSON CT	\$12,518.05	\$12,518.05	
52	201962601020	RESIDENTIAL	MCCARTHY TASIA	7832 DAVIDSON CT	\$12,518.05	\$12,518.05	
53	201962601030	RESIDENTIAL	HITE TROY JAMESON & LAURA ELLEN HITE	7834 DANNER CT	\$12,518.05	\$12,518.05	
54	205850001030	RESIDENTIAL	COREY JACOB D	7808 CHARLES WAY	\$12,518.05	\$12,518.05	
55	205850001040	RESIDENTIAL	HUNT TROY ANTHONY & PAMELA ANN HUNT	7816 CHARLES WAY	\$12,518.05	\$12,518.05	

CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
56	205850001050	RESIDENTIAL	OLSON PETER & MELISSA ANDERSON	7824 CHARLES WAY	\$12,518.05	\$12,518.05	
57	205850001060	RESIDENTIAL	BENITEZ ALEZANDER W ROGEL	7832 CHARLES WAY	\$12,518.05	\$12,518.05	
58	205850002010	RESIDENTIAL	KHALIL LEWIS & SAMIA KAMEL	7835 CLAYTON AVE	\$12,518.05	\$12,518.05	
59	205850002020	RESIDENTIAL	GOLISH CHAD L	7855 CLAYTON AVE	\$12,518.05	\$12,518.05	
60	205850002030	RESIDENTIAL	ANDERSON ROBERT A	7875 CLAYTON AVE	\$12,518.05	\$12,518.05	
61	205850003010	RESIDENTIAL	NELSON DARYL W & KAREN A	7982 CLAIBORNE LN	\$12,518.05	\$12,518.05	
62	205850003020	RESIDENTIAL	DONG BO & JUNYAN LI	7974 CLAIBORNE LN	\$12,518.05	\$12,518.05	
63	205850003030	RESIDENTIAL	YORK MARK TSTE & TRACY TSTE YORK	7966 CLAIBORNE LN	\$12,518.05	\$12,518.05	
64	205850003040	RESIDENTIAL	GRESHOWAK KRISTIE & JAMIE	7958 CLAIBORNE LN	\$12,518.05	\$12,518.05	
65	205850003050	RESIDENTIAL	FRANCOUR MICHAEL B & LISA M	7950 CLAIBORNE LN	\$12,518.05	\$12,518.05	
66	205850003060	RESIDENTIAL	KARINEN KERRY B & DEBRA SUE KARINEN	7916 CLAIBORNE LN	\$12,518.05	\$12,518.05	
67	205850003070	RESIDENTIAL	AUSEN TROY & SHELLEY	7906 CLAIBORNE LN	\$12,518.05	\$12,518.05	
68	205850003080	RESIDENTIAL	HANSEN RACHEL & CODY HANSEN	7896 CLAIBORNE LN	\$12,518.05	\$12,518.05	
69	205850003090	RESIDENTIAL	ALLEN DOUGLAS G & HEATHER A ALLEN	7935 CHARLES WAY	\$12,518.05	\$12,518.05	
70	205850003100	RESIDENTIAL	IHZ PROPERTY ILLINOIS LP	7943 CHARLES WAY	\$12,518.05	\$12,518.05	
71	205850003110	RESIDENTIAL	MILLER MARY J	7951 CHARLES WAY	\$12,518.05	\$12,518.05	
72	205850003120	RESIDENTIAL	GREGORY S MILLER REVOCABLE TRUST	7959 CHARLES WAY	\$12,518.05	\$12,518.05	
73	205850003130	RESIDENTIAL	DIFRONZO MICKEY J & JANE M	7967 CHARLES WAY	\$12,518.05	\$12,518.05	
74	205850004010	RESIDENTIAL	FOX DARYL L & MICHELE	7987 CLAIBORNE LN	\$12,518.05	\$12,518.05	
75	205850004020	RESIDENTIAL	MORGAN MARSHA DIANE	7979 CLAIBORNE LN	\$12,518.05	\$12,518.05	
76	205850004030	RESIDENTIAL	CHANG KENG S	7971 CLAIBORNE LN	\$12,518.05	\$12,518.05	
77	205850004040	RESIDENTIAL	WOHLWEND MICHAEL D & KAYE L WOHLWEND	7963 CLAIBORNE LN	\$12,518.05	\$12,518.05	
78	205850004050	RESIDENTIAL	SMENTEK LAWRENCE G & ADRIA H	7955 CLAIBORNE LN	\$12,518.05	\$12,518.05	
79	205850004060	RESIDENTIAL	TRINH THAO L & GIAM M NGUYEN	7947 CLAIBORNE LN	\$12,518.05	\$12,518.05	
80	205850004070	RESIDENTIAL	RAMIREZ MARILYN & LUIS T RAMIREZ	7939 CLAIBORNE LN	\$12,518.05	\$12,518.05	
81	205850004080	RESIDENTIAL	BROWN ROBERT H	7931 CLAIBORNE LN	\$12,518.05	\$12,518.05	
82	205850004090	RESIDENTIAL	SNODGRASS MARILU & EUGENE W BROWN	7923 CLAIBORNE LN	\$12,518.05	\$12,518.05	

CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
83	205850004100	RESIDENTIAL	FISCHER RITA E	7919 CLAIBORNE LN	\$12,518.05	\$12,518.05	
84	205850004110	RESIDENTIAL	HURT PATRICK & ARLENE J MUSSELMAN	7915 CLAIBORNE LN	\$12,518.05	\$12,518.05	
85	205850004120	RESIDENTIAL	BRACE ERIC R & NATALIE BRACE	7907 CLAIBORNE LN	\$12,518.05	\$12,518.05	
86	205850004130	RESIDENTIAL	ERICKSON STEVEN R & ANNETTE M	7899 CLAIBORNE LN	\$12,518.05	\$12,518.05	
87	205850004140	RESIDENTIAL	LATTERELL DONALD & KELLEY BUSSIAN LATTERELL	7891 CLAIBORNE LN	\$12,518.05	\$12,518.05	
88	205850004150	RESIDENTIAL	VOKOUN DENISE	7883 CLAIBORNE LN	\$12,518.05	\$12,518.05	
89	205850101010	RESIDENTIAL	HALLEY LANE	7815 CLAYTON AVE	\$12,518.05	\$12,518.05	
90	205850101020	RESIDENTIAL	STEIN DENITA K & MICHAEL J	7825 CLAYTON AVE	\$12,518.05	\$12,518.05	
91	206420001020	RESIDENTIAL	HEITZINGER KATHRYN L	7826 DAVIDSON CT	\$12,518.05	\$12,518.05	
92	206420001030	RESIDENTIAL	CASHMAN PHILLIP A	7822 DAVIDSON CT	\$12,518.05	\$12,518.05	
93	206420001040	RESIDENTIAL	BOSWORTH RODNEY K	7818 DAVIDSON CT	\$12,518.05	\$12,518.05	
94	206420001050	RESIDENTIAL	EISEN KEVIN M & WENDY K	7806 DAWN AVE	\$12,518.05	\$12,518.05	
95	206420001060	RESIDENTIAL	ROULEAU MICHAEL K & JENNIFER	7814 DAVIDSON CT	\$12,518.05	\$12,518.05	
96	206420002010	RESIDENTIAL	JONES CHARLES JR & VALERIE	7980 DAWN AVE	\$12,518.05	\$12,518.05	
97	206420002020	RESIDENTIAL	CASANOVA MELANIE G & MICHAEL CASANOVA	7960 DAWN AVE	\$12,518.05	\$12,518.05	
98	206420002030	RESIDENTIAL	DEWING DENISE M	7940 DAWN AVE	\$12,518.05	\$12,518.05	
99	206420002040	RESIDENTIAL	COY KENNETH W SR	7920 DAWN AVE	\$12,518.05	\$12,518.05	
100	206420002050	RESIDENTIAL	SOINE GREGORY L & SUSAN M	7900 DAWN AVE	\$12,518.05	\$12,518.05	
101	206420002060	RESIDENTIAL	MIKE LAWRENCE B & DEBRA K	7880 DAWN AVE	\$12,518.05	\$12,518.05	
102	206420002070	RESIDENTIAL	KENNEDY JOHN P	7860 DAWN AVE	\$12,518.05	\$12,518.05	
103	206420002080	RESIDENTIAL	KOSMAN TROY RICHARD & MERI J DURAND	7840 DAWN AVE	\$12,518.05	\$12,518.05	
104	206420003010	RESIDENTIAL	HEILMAN JODY P & SUSAN L	7985 DAWN AVE	\$12,518.05	\$12,518.05	
105	206420003020	RESIDENTIAL	GACKSTETTER STEVEN & PAMELA	7965 DAWN AVE	\$12,518.05	\$12,518.05	
106	206420003030	RESIDENTIAL	PENNER LAURA & RICHARD RELLER	7945 DAWN AVE	\$12,518.05	\$12,518.05	
107	206420003040	RESIDENTIAL	MALECEK DALE & KATHERINE	7915 DAWN AVE	\$12,518.05	\$12,518.05	
108	206420003050	RESIDENTIAL	LOOSEN EDWARD J & TERESA M	7901 DAWN AVE	\$12,518.05	\$12,518.05	
109	206420003060	RESIDENTIAL	KIMBLE BARTON & CATHERINE	3936 79TH ST E	\$12,518.05	\$12,518.05	
110	206420003070	RESIDENTIAL	SNELL SAMUEL & LISA SNELL	3928 79TH ST E	\$12,518.05	\$12,518.05	

CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
111	206420003080	RESIDENTIAL	ARNESON MARK A & MELINDA K	3914 79TH ST E	\$12,518.05	\$12,518.05	
112	206420003090	RESIDENTIAL	ACHESON GRAHAM S & SIOBHAN K	7938 COREY PATH	\$12,518.05	\$12,518.05	
113	206420003100	RESIDENTIAL	VIDAL FRANCIS J & ELENITA	7950 COREY PATH	\$12,518.05	\$12,518.05	
114	206420003110	RESIDENTIAL	KNEER DAVID J & CARRIE A	7960 COREY PATH	\$12,518.05	\$12,518.05	
115	206420003120	RESIDENTIAL	STEFFEL LANE R & JENIFER E	7996 COREY PATH	\$12,518.05	\$12,518.05	
116	206420004010	RESIDENTIAL	MCCOY SCOTT GERALD	3949 79TH ST E	\$12,518.05	\$12,518.05	
117	206420004020	RESIDENTIAL	THOMPSON CHARLES D & KIMBERLY	3935 79TH ST E	\$12,518.05	\$12,518.05	
118	206420004030	RESIDENTIAL	ADAMS MICHAEL S & ANN M	3927 79TH ST E	\$12,518.05	\$12,518.05	
119	206420004040	RESIDENTIAL	ALICH KENNETH R & JUDY	7874 COREY PATH	\$12,518.05	\$12,518.05	
120	206420004050	RESIDENTIAL	OHNESWERE RAJENDRANAATH & TOULSIEDAI OHNESWERE	7846 COREY PATH	\$12,518.05	\$12,518.05	
121	206420004060	RESIDENTIAL	MCCANN BARNEY D	7834 COREY PATH	\$12,518.05	\$12,518.05	
122	206420004070	RESIDENTIAL	RODRIGUEZ ANTONY L & JULIANA L DAVISON	7832 COREY PATH	\$12,518.05	\$12,518.05	
123	206420004080	RESIDENTIAL	BRIGUET TODD L & JENNIFER L	7830 COREY PATH	\$12,518.05	\$12,518.05	
124	206420005010	RESIDENTIAL	SCHWAB CRAIG T & MARY JO R	7995 COREY PATH	\$12,518.05	\$12,518.05	
125	206420005020	RESIDENTIAL	LEE PETRONA A	7983 COREY PATH	\$12,518.05	\$12,518.05	
126	206420005030	RESIDENTIAL	OFTEDAHL THOMAS & PATRICIA	7967 COREY PATH	\$12,518.05	\$12,518.05	
127	206420005040	RESIDENTIAL	JORGENSEN DENNIS	7951 COREY PATH	\$12,518.05	\$12,518.05	
128	206420005050	RESIDENTIAL	JOHNSON WILLIAM G & MARILEE R TAYLOR	7935 COREY PATH	\$12,518.05	\$12,518.05	
129	206420005060	RESIDENTIAL	JOHNSON BRUCE & GAIL	7919 COREY PATH	\$12,518.05	\$12,518.05	
130	206420005070	RESIDENTIAL	HARRIS DENVER CHARLES & KIM	7893 COREY PATH	\$12,518.05	\$12,518.05	
131	206420005080	RESIDENTIAL	DEAN JEFFREY W & MARY R	7877 COREY PATH	\$12,518.05	\$12,518.05	
132	206420005090	RESIDENTIAL	WHITE RYAN THOMAS & MOLLY	7861 COREY PATH	\$12,518.05	\$12,518.05	
133	206420005100	RESIDENTIAL	COREY PAUL G	7845 COREY PATH	\$12,518.05	\$12,518.05	
134	206420005110	RESIDENTIAL	OMAN MATTHEW	7843 COREY PATH	\$12,518.05	\$12,518.05	
135	206420005120	RESIDENTIAL	PERRON CHAD W & REBECCA L	7841 COREY PATH	\$12,518.05	\$12,518.05	
136	206420005130	RESIDENTIAL	JOHNSON JULIE R TSTE	7839 COREY PATH	\$12,518.05	\$12,518.05	
137	206420005140	RESIDENTIAL	BLAZEK TRENT L & MICHAEL L BLAZEK	7837 COREY PATH	\$12,518.05	\$12,518.05	

CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
138	206420005150	RESIDENTIAL	BODSBERG KYLE P & STACY J	7835 COREY PATH	\$12,518.05	\$12,518.05	
139	206420005160	RESIDENTIAL	ZUBULAKE DEENA	7833 COREY PATH	\$12,518.05	\$12,518.05	
140	206420005170	RESIDENTIAL	FISHER THOMAS D & VICTORIA	7831 COREY PATH	\$12,518.05	\$12,518.05	
141	206420005180	RESIDENTIAL	GUST JOHN & AMANDA THEIS	7829 COREY PATH	\$12,518.05	\$12,518.05	
142	206420005190	RESIDENTIAL	ZERON DENISE & STEVEN ZERON	7827 COREY PATH	\$12,518.05	\$12,518.05	
143	200100078010	CITY	CITY OF INVER GROVE HTS		\$128,460.90	\$0.00	\$128,460.90 City assessment paid through PMP funds
144	206600103001	RESIDENTIAL-CONDOMINIUM	PHILLIP E ROSENBERGER	7928 CHARLES WAY	\$6,826.42	\$6,826.42	
145	206600103002	RESIDENTIAL-CONDOMINIUM	VITORIA FREITAS KLOEPPNER	7930 CHARLES WAY	\$6,826.42	\$6,826.42	
146	206600103003	RESIDENTIAL-CONDOMINIUM	FREDERICK C RAUSCHNOT & MARILYN M RAUSCHNOT	7932 CHARLES WAY	\$6,826.42	\$6,826.42	
147	206600103004	RESIDENTIAL-CONDOMINIUM	NICHOAS E STEINKOPF	7934 CHARLES WAY	\$6,826.42	\$6,826.42	
148	206600103005	RESIDENTIAL-CONDOMINIUM	KAREN FAITH	7936 CHARLES WAY	\$6,826.42	\$6,826.42	
149	206600103006	RESIDENTIAL-CONDOMINIUM	JENNIFER L LITTLER	7938 CHARLES WAY	\$6,826.42	\$6,826.42	
150	206600103007	RESIDENTIAL-CONDOMINIUM	TODD W METTLER	7940 CHARLES WAY	\$6,826.42	\$6,826.42	
151	206600103008	RESIDENTIAL-CONDOMINIUM	MARGARET NAGLE BRELJE	7942 CHARLES WAY	\$6,826.42	\$6,826.42	
152	206600103009	RESIDENTIAL-CONDOMINIUM	ANTONIO MILLER	7944 CHARLES WAY	\$6,826.42	\$6,826.42	
153	206600103010	RESIDENTIAL-CONDOMINIUM	KATHYANN ZELLMER	7946 CHARLES WAY	\$6,826.42	\$6,826.42	
154	206600103011	RESIDENTIAL-CONDOMINIUM	DELORES E TSTE JOHNSON	7948 CHARLES WAY	\$6,826.42	\$6,826.42	
155	206600103012	RESIDENTIAL-CONDOMINIUM	MARY B MANSUR	7950 CHARLES WAY	\$6,826.42	\$6,826.42	
156	206600103013	RESIDENTIAL-CONDOMINIUM	MINNESOTA CAPITALMANAGEMENT LLC	7952 CHARLES WAY	\$6,826.42	\$6,826.42	
157	206600103014	RESIDENTIAL-CONDOMINIUM	JONATHAN D STRONG & JULIA L RADEMAKER	7954 CHARLES WAY	\$6,826.42	\$6,826.42	
158	206600103015	RESIDENTIAL-CONDOMINIUM	MARK TAN	7956 CHARLES WAY	\$6,826.42	\$6,826.42	
159	206600103016	RESIDENTIAL-CONDOMINIUM	TERRIE L BOETTCHER	7958 CHARLES WAY	\$6,826.42	\$6,826.42	
160	203652001010	RESIDENTIAL	CANEFF ADAM L	3988 78TH ST E	\$0.00	\$0.00	Primary access is 78th Street, outside project limits
161	203652101020	RESIDENTIAL	WIRKUS MICHAEL L & SHERRI K	3820 78TH ST E	\$0.00	\$0.00	Primary access is 78th Street, outside project limits
162	203652102010	RESIDENTIAL	SCHWEGEL LESLIE & CHERYL	7807 COOPER AVE	\$12,518.05	\$12,518.05	
163	203652104010	RESIDENTIAL	THAO SHOUA	7932 CONROY WAY	\$0.00	\$0.00	Primary access is Conroy Way, outside project limits
164	203652105050	RESIDENTIAL	CHILDERS KRISTI MARIE	7952 CONROY WAY	\$0.00	\$0.00	Primary access is Conroy Way, outside project limits
165	203652106120	RESIDENTIAL	SVOBODNY CYRIL & CHARLOTTE	7953 CONROY WAY	\$0.00	\$0.00	Primary access is Conroy Way, outside project limits

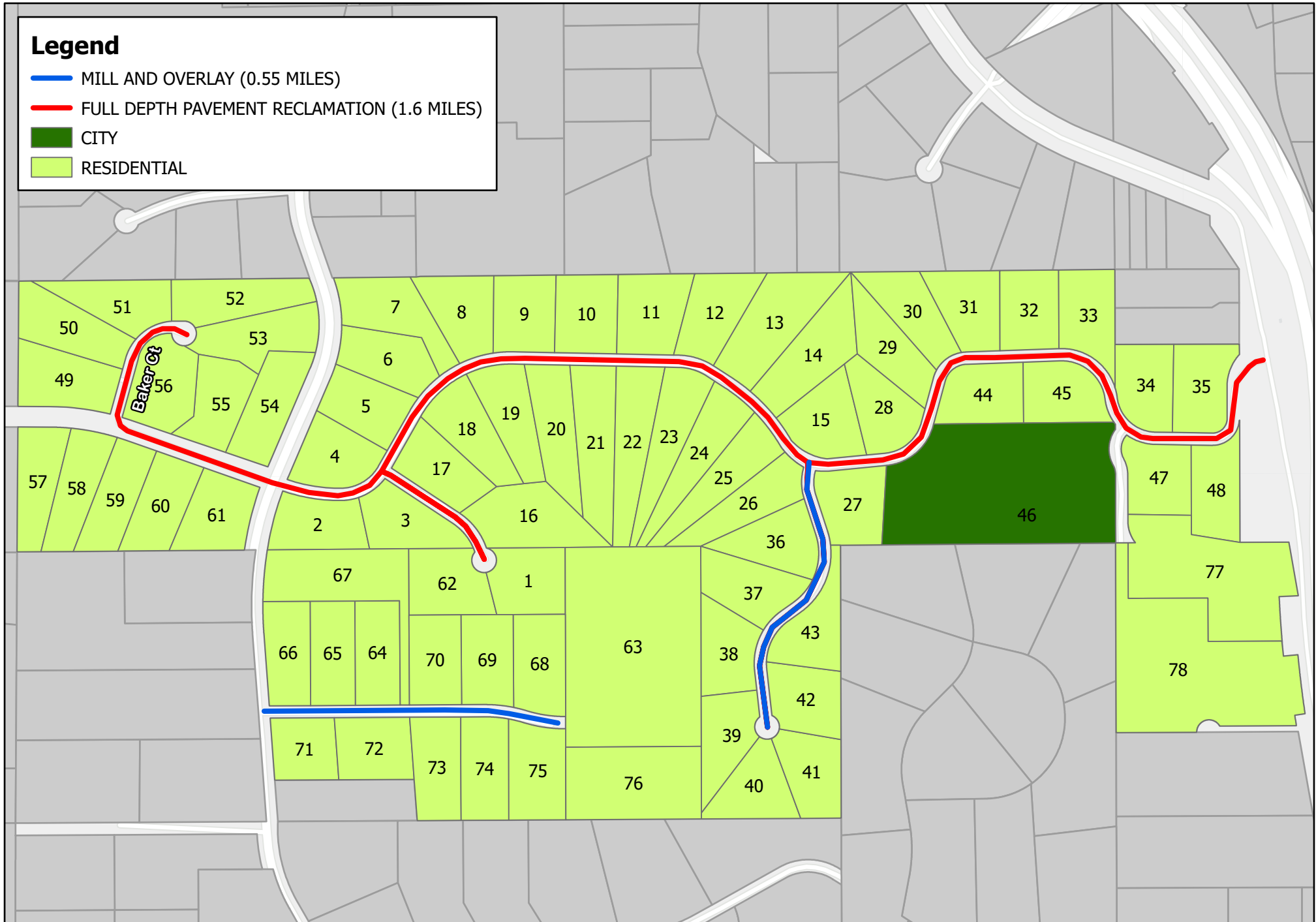
CP 2024-09G South Grove Area 7 Preliminary Assessment Roll							
#	PIN	Property Type Classification	Owner	Site Address	Per Policy Assessment	Proposed Feasibility Assessment	Notes
166	205850001010	RESIDENTIAL	KIELB PAUL & PATRICIA NOLAN	3500 78TH ST E	\$0.00	\$0.00	Primary access is 78th Street, outside project limits
TOTALS:					\$ 2,098,712	\$ 1,970,251	

IGH STREET & STORM ASSESSMENT (FDR)	
TOTAL STREET & STORM COST: ¹	\$3,815,839.83
ASSESSABLE STREET & STORM COST (55%):	\$2,098,711.91
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	20,291
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$103.43
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$333,667.37
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$1,765,044.54
# OF RESIDENTIAL UNITS:	141
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$12,518.05
TOTAL PROPOSED ASSESSMENT:	\$1,970,251.00

¹ Total Street and Storm Cost does not include additional 8-foot street width on Dawn Way or Clayton Avenue (\$89,340.98)

Legend

- MILL AND OVERLAY (0.55 MILES)
- FULL DEPTH PAVEMENT RECLAMATION (1.6 MILES)
- CITY
- RESIDENTIAL



CP 2024-09H 96th Street and 99th Street Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Per Policy Assessment	Proposed Feasibility Assessment	Notes
FULL DEPTH RECLAMATION									
1	204769001060	RESIDENTIAL	DAVIS CANDICE L & JEFFREY A HOPPE	9756 BARTON TRL	167	167	\$19,677.30	\$19,677.30	
2	204752001010	RESIDENTIAL	CRESCINI RUBEN R & MARIA R	2298 96TH ST E	373	373	\$19,677.30	\$19,677.30	
3	204752001020	RESIDENTIAL	BERGUM MICHAEL D & LAURIE A	9655 BARTON TRL	159	159	\$19,677.30	\$19,677.30	
4	204752002010	RESIDENTIAL	ACHMAN GREGG A & VIRGINIA B	2293 96TH ST E	570	570	\$19,677.30	\$19,677.30	
5	204752002020	RESIDENTIAL	TENNEY JOHN H & LYNN A TENNEY	2337 96TH ST E	296	296	\$19,677.30	\$19,677.30	
6	204752002030	RESIDENTIAL	LYDDY MARK A & JENNIFER J	2381 96TH ST E	146	146	\$19,677.30	\$19,677.30	
7	204752002051	RESIDENTIAL	KRUSE DANIEL H & REBECCA L	2425 96TH ST E	116	116	\$19,677.30	\$19,677.30	
8	204752002052	RESIDENTIAL	WHALEY JOHN C & MARY V	2469 96TH ST E	169	169	\$19,677.30	\$19,677.30	
9	204752002060	RESIDENTIAL	VANG PAO GE & MAY KIA THAO	2513 96TH ST E	297	297	\$19,677.30	\$19,677.30	
10	204752002070	RESIDENTIAL	THILMANY JEREMY & SHAUNA THILMANY	2557 96TH ST E	300	300	\$19,677.30	\$19,677.30	
11	204752002080	RESIDENTIAL	MATYKIEWICZ LEE G & NANCY J HALEY	2601 96TH ST E	275	275	\$19,677.30	\$19,677.30	
12	204752002090	RESIDENTIAL	HUNTING ALLAN E & AMY E	2645 96TH ST E	202	202	\$19,677.30	\$19,677.30	
13	204752002100	RESIDENTIAL	KOURY PAUL J & WENDY L	2689 96TH ST E	217	217	\$19,677.30	\$19,677.30	
14	204752002110	RESIDENTIAL	KOURY PAUL J & WENDY L		180	180	\$19,677.30	\$19,677.30	
15	204752002120	RESIDENTIAL	HENRY SHARI J	2777 96TH ST E	521	521	\$19,677.30	\$19,677.30	
16	204752003010	RESIDENTIAL	SCHULTE BRIAN & TARA	9670 BARTON TRL	217	217	\$19,677.30	\$19,677.30	
17	204752003020	RESIDENTIAL	ROBERTSON JEFFREY W & KELLY K	2386 96TH ST E	680	680	\$19,677.30	\$19,677.30	
18	204752003030	RESIDENTIAL	TALLARINI THOMAS D JR & RACHEL	2430 96TH ST E	306	306	\$19,677.30	\$19,677.30	
19	204752003040	RESIDENTIAL	HUDSON HUGH L & CAROLYN J	2474 96TH ST E	287	287	\$19,677.30	\$19,677.30	
20	204752003050	RESIDENTIAL	WESTRA JAMES T & KATHRYN K	2518 96TH ST E	220	220	\$19,677.30	\$19,677.30	
21	204752003060	RESIDENTIAL	WEGNER RICHARD & ORLANDA	2562 96TH ST E	225	225	\$19,677.30	\$19,677.30	
22	204752003070	RESIDENTIAL	BEEKMAN MARVIN L & KATHLEEN BEEKMAN	2606 96TH ST E	235	235	\$19,677.30	\$19,677.30	
23	204752003080	RESIDENTIAL	LOUCK JOHN W & MARION T	2650 96TH ST E	254	254	\$19,677.30	\$19,677.30	
24	204752003090	RESIDENTIAL	NORTON JAMES W & DEBRA N	2694 96TH ST E	245	245	\$19,677.30	\$19,677.30	
25	204752003100	RESIDENTIAL	WOOG JANICE MARIE	2738 96TH ST E	243	243	\$19,677.30	\$19,677.30	
26	204752003110	RESIDENTIAL	GRONDAHL VINCENT J & LILLIAN	2782 96TH ST E	117	117	\$19,677.30	\$19,677.30	

CP 2024-09H 96th Street and 99th Street Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Per Policy Assessment	Proposed Feasibility Assessment	Notes
27	204752004010	RESIDENTIAL	JENNE JAMES F & BONITA L	2826 96TH ST E	344	344	\$19,677.30	\$19,677.30	
28	204752101010	RESIDENTIAL	PATNODE THOMAS J & AMY W	2807 96TH ST E	401	401	\$19,677.30	\$19,677.30	
29	204752101020	RESIDENTIAL	PROCHNIAK MATTHEW P & MARNIE L	2847 96TH ST E	197	197	\$19,677.30	\$19,677.30	
30	204752101031	RESIDENTIAL	FREDEEN JONATHAN & INGRID		152	152	\$19,677.30	\$19,677.30	
31	204752101041	RESIDENTIAL	FREDEEN JONATHAN & INGRID	2893 96TH ST E	186	186	\$19,677.30	\$19,677.30	
32	204752101050	RESIDENTIAL	WOOG STEVE & COLENE	2927 96TH ST E	285	285	\$19,677.30	\$19,677.30	
33	204752101060	RESIDENTIAL	EVENSON WILLIAM R & JACQUELINE A SHIRVINSKI	2965 96TH ST E	356	356	\$19,677.30	\$19,677.30	
34	204752101070	RESIDENTIAL	TSCHIDA JOHN W & JACQUELINE	3025 96TH ST E	402	402	\$19,677.30	\$19,677.30	
35	204752101080	RESIDENTIAL	PERSAUD MAHENDRA & INDRANIE PERSAUD	3071 96TH ST E	628	628	\$19,677.30	\$19,677.30	
44	204752103010	RESIDENTIAL	SWANSON DAVID F & SANDRA K M	2872 96TH ST E	628	628	\$19,677.30	\$19,677.30	
45	204752103020	RESIDENTIAL	WIELAND JEFFREY D & DAWN A	2956 96TH ST E	651	651	\$19,677.30	\$19,677.30	
46	204752103030	CITY	CITY OF INVER GROVE HEIGHTS		324	648	\$44,048.69	\$0.00	\$44,048.69 City assessment paid through PMP funds
47	204752104010	RESIDENTIAL	THOMAS GERALD L & COLLEEN M	3042 96TH ST E	321	321	\$19,677.30	\$19,677.30	
48	204752104020	RESIDENTIAL	GONIER LARRY W TSTE & JOYCE P TSTE GONIER	3078 96TH ST E	308	308	\$19,677.30	\$19,677.30	
49	207660001010	RESIDENTIAL	WOODWARD ANTHONY J & MEGAN P	9595 BAKER CT	673	673	\$19,677.30	\$19,677.30	
50	207660001020	RESIDENTIAL	ROSVOLD MARK & PATRICIA	9589 BAKER CT	161	161	\$19,677.30	\$19,677.30	
51	207660001030	RESIDENTIAL	DANNER DOUGLAS E & GINA R	9583 BAKER CT	198	198	\$19,677.30	\$19,677.30	
52	207660001040	RESIDENTIAL	AQEL RAED B HASAN	9577 BAKER CT	127	127	\$19,677.30	\$19,677.30	
53	207660001050	RESIDENTIAL	RUNQUIST LARS & LORI A JOHNSON	9580 BAKER CT	123	123	\$19,677.30	\$19,677.30	
54	207660001060	RESIDENTIAL	RUNQUIST LARS & LORI ANN JOHNSON		216	216	\$19,677.30	\$19,677.30	
55	207660001070	RESIDENTIAL	RUNQUIST LARS & LORI ANN JOHNSON		278	278	\$19,677.30	\$19,677.30	
56	207660001080	RESIDENTIAL	SCHMID JOHN R & STEPHANIE L	9592 BAKER CT	888	888	\$19,677.30	\$19,677.30	
57	207660002010	RESIDENTIAL	DETVILER VIRGINIA C	2020 96TH ST E	257	257	\$19,677.30	\$19,677.30	
58	207660002020	RESIDENTIAL	NAKASHIMA JUN & DAWN	2070 96TH ST E	227	227	\$19,677.30	\$19,677.30	
59	207660002030	RESIDENTIAL	OSTEBO JEREMIAH & JESSICA	2120 96TH ST E	201	201	\$19,677.30	\$19,677.30	
60	207660002040	RESIDENTIAL	AMENT BRIAN & MICHELLE	2170 96TH ST E	243	243	\$19,677.30	\$19,677.30	
61	207660002050	RESIDENTIAL	ABBOTT WILLIE J & NICOLE	2220 96TH ST E	286	286	\$19,677.30	\$19,677.30	
62	204769001050	RESIDENTIAL	SHIELDS JOHN SIMON & PAIGE LIVINGOOD SHIELDS	9757 BARTON TRL	167	167	\$19,677.30	\$19,677.30	

CP 2024-09H 96th Street and 99th Street Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Per Policy Assessment	Proposed Feasibility Assessment	Notes
77	204752201010	RESIDENTIAL	SCOTT L STREIFF	9712 BENJAMIN TRL	0	0	\$19,677.30	\$9,838.65	Indirect access property assessed at 50% the per unit residential rate
78	204752201020	RESIDENTIAL	GABRIEL ROJAS CARDONA AND SARAH K WESTALL	9716 BENJAMIN TRL	0	0	\$19,677.30	\$9,838.65	Indirect access property assessed at 50% the per unit residential rate
TOTALS:					16245	16569	\$ 1,126,300	\$ 1,062,574	

IGH STREET & STORM ASSESSMENT (FDR)	
TOTAL STREET & STORM COST:	\$2,047,819.00
ASSESSABLE STREET & STORM COST (55%):	\$1,126,300.45
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	16,569
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$67.98
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$44,048.69
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$1,082,251.76
# OF RESIDENTIAL UNITS:	55
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$19,677.30
TOTAL PROPOSED ASSESSMENT:	\$1,062,574.46

#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Per Policy Assessment	Proposed Feasibility Assessment	Notes
MILL AND OVERLAY									
26	204752003110	RESIDENTIAL	GRONDAHL VINCENT J & LILLIAN	2782 96TH ST E	154	154	\$0.00	\$0.00	Primary access is 96th Street, assessed with FDR improvements
27	204752004010	RESIDENTIAL	JENNE JAMES F & BONITA L	2826 96TH ST E	372	372	\$0.00	\$0.00	Primary access is 96th Street, assessed with FDR improvements
36	204752102010	RESIDENTIAL	BEAUDOIN JOHN J & KELLY M TST	9741 BAXTER TRL	406	406	\$20,397.24	\$20,397.24	
37	204752102020	RESIDENTIAL	STORO RENY E	9803 BAXTER TRL	343	343	\$20,397.24	\$20,397.24	
38	204752102030	RESIDENTIAL	SABIN JAMES E & CYNTHIA	9851 BAXTER TRL	298	298	\$20,397.24	\$20,397.24	
39	204752102040	RESIDENTIAL	THOME CHRISTOPHER J & DIAN	9893 BAXTER TRL	241	241	\$20,397.24	\$20,397.24	
40	204752102050	RESIDENTIAL	STEWART JUSTIN & ASHLEY	9909 BAXTER TRL	60	60	\$20,397.24	\$20,397.24	
41	204752102060	RESIDENTIAL	LAFFEN DANNY C & ELIZABETH	9912 BAXTER TRL	63	63	\$20,397.24	\$20,397.24	
42	204752102070	RESIDENTIAL	BOWE JAMES L & TAMMY J BOWE	9882 BAXTER TRL	340	340	\$20,397.24	\$20,397.24	
43	204752102080	RESIDENTIAL	KLINT JEFFREY D & RHONDA K	9816 BAXTER TRL	677	677	\$20,397.24	\$20,397.24	

CP 2024-09H 96th Street and 99th Street Area Preliminary Assessment Roll									
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Per Policy Assessment	Proposed Feasibility Assessment	Notes
63	200210077015	RESIDENTIAL	POLSKI ROBERT J JR	2405 99TH ST E	60	60	\$20,397.24	\$20,397.24	
64	204769001010	RESIDENTIAL	LIDHOLM STEVE	2291 99TH ST E	216	216	\$20,397.24	\$20,397.24	
65	204769001020	RESIDENTIAL	GREER JON A & ANNE L	2263 99TH ST E	216	216	\$20,397.24	\$20,397.24	
66	204769001030	RESIDENTIAL	SEILS GARY M & VANESSA L	2239 99TH ST E	200	200	\$20,397.24	\$20,397.24	
67	204769001040	RESIDENTIAL	SALSCHIEDER TIMOTHY J & TIA R	2306 99TH ST E	45	45	\$20,397.24	\$20,397.24	
68	204769001070	RESIDENTIAL	WILLAERT KEITH D & NATALIE M	2385 99TH ST E	255	255	\$20,397.24	\$20,397.24	
69	204769001080	RESIDENTIAL	SCHAEFER DAVID P & SUSAN L	2353 99TH ST E	252	252	\$20,397.24	\$20,397.24	
70	204769001090	RESIDENTIAL	MILLERBERND JEFFREY & ANN	2323 99TH ST E	252	252	\$20,397.24	\$20,397.24	
71	204769002021	RESIDENTIAL	VANG JANNET & KA ZOYA YANG	2240 99TH ST E	309	309	\$20,397.24	\$20,397.24	
72	204769002022	RESIDENTIAL	JANCIK JON T & LYNN M	2290 99TH ST E	364	364	\$20,397.24	\$20,397.24	
73	204769002030	RESIDENTIAL	FRANKE DAVID & RITA	2324 99TH ST E	247	247	\$20,397.24	\$20,397.24	
74	204769002040	RESIDENTIAL	PARTRIDGE THOMAS M & KAREN J	2354 99TH ST E	232	232	\$20,397.24	\$20,397.24	
75	204769002050	RESIDENTIAL	FINDORFF KARL & LUCINDA TRUST	2386 99TH ST E	280	280	\$20,397.24	\$20,397.24	
76	200210077016	RESIDENTIAL	POLSKI ROBERT J JR	10097 BARNES TRL	0	0	\$0.00	\$0.00	Primary access is Barnes Trail, outside project limits
TOTALS:					5882	5882	\$ 428,342	\$ 428,342	

IGH STREET & STORM ASSESSMENT (M&O)	
TOTAL STREET & STORM COST:	\$535,427.59
ASSESSABLE STREET & STORM COST (80%):	\$428,342.07
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	5,882
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$72.82
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$0.00
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$428,342.07
# OF RESIDENTIAL UNITS:	21
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$20,397.24
TOTAL PROPOSED ASSESSMENT AFTER CAPS:	\$428,342.07

Legend

-  MILL AND OVERLAY (0.15 MILES)
-  RESIDENTIAL-TOWNHOUSE

Lions Park

St E

65th St E

13

14

15

16

17

18

19

20

21

22

23

24

25

26

1

2

Bixby Way

3

4

5

6

7

8

9

10

11

12

Blaine Ave

65th St E

Blaine Ave

67th Ct E

Bonner Ct

Bonner Ct

Bonner Ct



City of Inver Grove Heights
PAVEMENT MANAGEMENT
INITIATIVE



Project Assessment Map
2024 Pavement Management Initiative
2024-09I Bixby Way
Inver Grove Heights, MN

0 75 150
US Feet



CP 2024-09I Bixby Way Preliminary Assessment Roll								
#	PIN	Property Type Classification	Owner	Site Address	Front Footage	Adjusted Front Footage	Proposed Feasibility Assessment	Notes
MILL & OVERLAY								
1	201420003150	RESIDENTIAL-TOWNHOUSE	SPIES WILLIAM ROBERT & MARY BETH RENKEN	2488 BIXBY WAY	50	50	\$3,716.91	
2	201420003160	RESIDENTIAL-TOWNHOUSE	HANSEN ROBERT J & SUSAN M	2494 BIXBY WAY	70	70	\$3,716.91	
3	201420002010	RESIDENTIAL-TOWNHOUSE	BERGHOLTZ CLARK H & STEPHANIE	6508 BIXBY WAY	80	80	\$3,716.91	
4	201420002020	RESIDENTIAL-TOWNHOUSE	GABRIEL ROBERT J & SHIRLEY M	6528 BIXBY WAY	50	50	\$3,716.91	
5	201420002030	RESIDENTIAL-TOWNHOUSE	THURY EUGENE & FAYE	6548 BIXBY WAY	50	50	\$3,716.91	
6	201420002040	RESIDENTIAL-TOWNHOUSE	MERCADO DONALD & SUSANNE MERCADO	6568 BIXBY WAY	50	50	\$3,716.91	
7	201420002050	RESIDENTIAL-TOWNHOUSE	BECKER MARYANN L	6588 BIXBY WAY	50	50	\$3,716.91	
8	201420002060	RESIDENTIAL-TOWNHOUSE	CZAIA CAROL A	6608 BIXBY WAY	50	50	\$3,716.91	
9	201420002070	RESIDENTIAL-TOWNHOUSE	ABDELLA LEAH E	6628 BIXBY WAY	50	50	\$3,716.91	
10	201420002080	RESIDENTIAL-TOWNHOUSE	ERICKSON MANDY G	6648 BIXBY WAY	50	50	\$3,716.91	
11	201420002090	RESIDENTIAL-TOWNHOUSE	LUDWIGSON JOEL R TSTE & LYNNETTE M TSTE APITZ	6658 BIXBY WAY	50	50	\$3,716.91	
12	201420002100	RESIDENTIAL-TOWNHOUSE	STURM CYNTHIA D	6678 BIXBY WAY	201	201	\$3,716.91	
13	201420003010	RESIDENTIAL-TOWNHOUSE	CISNEROS NICK & ANGELITA	6503 BIXBY WAY	67	67	\$3,716.91	
14	201420003020	RESIDENTIAL-TOWNHOUSE	LEITCH KAREN A	6523 BIXBY WAY	52	52	\$3,716.91	
15	201420003030	RESIDENTIAL-TOWNHOUSE	SWASER DOUGLAS J & SUSAN M GANZER	6543 BIXBY WAY	52	52	\$3,716.91	
16	201420003040	RESIDENTIAL-TOWNHOUSE	OLSZEWSKI DOUGLAS JAMES & DEBO	6563 BIXBY WAY	52	52	\$3,716.91	
17	201420003050	RESIDENTIAL-TOWNHOUSE	KINNEY MARY C	6583 BIXBY WAY	52	52	\$3,716.91	
18	201420003060	RESIDENTIAL-TOWNHOUSE	WALDEN FRANKLIN D & MAE E	6603 BIXBY WAY	52	52	\$3,716.91	
19	201420003070	RESIDENTIAL-TOWNHOUSE	SELBITSCHKA EUGENE T & DEBRA J SELBITSCHKA	6623 BIXBY WAY	52	52	\$3,716.91	
20	201420003080	RESIDENTIAL-TOWNHOUSE	BUCHNER FAMILY TST	6643 BIXBY WAY	52	52	\$3,716.91	
21	201420003090	RESIDENTIAL-TOWNHOUSE	MERCHANT DANIEL C & SUSAN M	6653 BIXBY WAY	52	52	\$3,716.91	
22	201420003100	RESIDENTIAL-TOWNHOUSE	WINECKE DONNA	6673 BIXBY WAY	51	51	\$3,716.91	
23	201420003110	RESIDENTIAL-TOWNHOUSE	LEHMAN STEVE R & NANCY E	2464 BIXBY WAY	35	35	\$3,716.91	
24	201420003120	RESIDENTIAL-TOWNHOUSE	CALLSTROM CURTIS & JEAN E	2470 BIXBY WAY	23	23	\$3,716.91	
25	201420003130	RESIDENTIAL-TOWNHOUSE	CLOUD DUANE M	2476 BIXBY WAY	24	24	\$3,716.91	
26	201420003140	RESIDENTIAL-TOWNHOUSE	JAMESON EDWARD M & BARBARA A	2482 BIXBY WAY	31	31	\$3,716.91	
TOTALS:					1448	1448	\$ 96,640	

IGH STREET & STORM ASSESSMENT (M&O)	
TOTAL STREET & STORM COST:	\$120,799.70
ASSESSABLE STREET & STORM COST (80%):	\$96,639.76
TOTAL IGH PROJECT ADJUSTED FRONT FOOTAGE (LF):	1,448
NET ASSESSMENT RATE PER LF (ASSESABLE STREET & STORM COST / ADJUSTED FRONT FOOTAGE):	\$66.74
AMOUNT ASSESSED (NON-RESIDENTIAL):	\$0.00
AMOUNT ASSESSED (RESIDENTIAL) (ASSESABLE STREET & STORM COST - NON-RESIDENTIAL AMOUNT ASSESSED):	\$96,639.76
# OF RESIDENTIAL UNITS:	26
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$3,716.91
TOTAL PROPOSED ASSESSMENT AFTER CAPS:	\$96,639.76

APPENDIX F – OPEN HOUSE SUMMARY



Feasibility Study Open House Summary

September 13, 2023

An open house meeting for City Projects 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H, and 2024-09I was held at the Veteran's Memorial Community Center on September 13, 2023 from 5 PM - 7 PM. City and Consultant project team staff were available to answer questions about each project area and provide information for the Public Improvement Hearing to the public. The table below summarizes the comments received and provides brief responses from the project team. The comments are organized based on each of the six different project areas or as general comments received.

Project	Total Attendees	Comments Received and <i>(Responses)</i>
General Comments	87 (Total Open House)	• What is the anticipated construction schedule? <i>(April to September 2024 is anticipated with a completion date stipulation included after the project is started.)</i> • How will the project be bid to contractors? <i>(Public projects are competitively bid and awarded by Council to the lowest responsible bidder. The City has traditionally received 4-8 bids per project.)</i> • What is the assessment process? <i>(A separate notification will be provided in September/October 2024, after construction notifying of an additional open house and date of the Assessment Hearing. Final assessments will reflect that actual project costs. Preliminary assessments are estimated and included in the feasibility study presented to Council at the September 25th Improvement Hearing.)</i> • Are curb or utilities being replaced? <i>(Full curb replacement is not proposed and only spot curb replacement will be completed based on condition. No storm, sanitary, and water main pipe is proposed for replacement with the project. Utility and storm work will only include maintenance type work.)</i> • Will I have access during construction? <i>(Full access will be provided at most times during both mill and overlay and full depth reclamation projects. Curb replacement in front of a driveway may require access to be restricted for several days for some residents.)</i> • Comments received regarding lack of staff present at the meeting. <i>(5 project team staff were present at the meeting to answer questions from attendees.)</i> • How will you keep the finer soil materials out of the base with the FDR improvement? <i>(The depth of reclamation is monitored during construction and testing of the reclaimed material is provided to confirm it meets aggregate base specifications.)</i> • Will my driveway be replaced? <i>(Driveway impacts are only anticipated where curb replacement is needed in front of a driveway. Driveway impacts are anticipated to be limited in general on the project.)</i>



City of Inver Grove Heights
**PAVEMENT MANAGEMENT
INITIATIVE**

2024 PAVEMENT MANAGEMENT INITIATIVE

CITY PROJECTS 2024-09D, 2024-09E, 2024-09F, 2024-09G, 2024-09H, AND 2024-09I

CP 2024-09D Delano Way and Dempsey Way Area	8	• Residents inquired about City's updated Pavement Management Program. (Background on City's approach to pavement management was provided for Citizen Task Force and Pavement Rehabilitation Initiative. A flyer was handed out with the QR code directing them to the pavement management website for further information)
CP 2024-09E Inver Grove Trail	3	• The road was last redone in 2007. Is this project necessary? (Staff are preparing a final recommendations in the report based on the data, geotechnical review and public input.) • Assessments on this project are too high vs. the property values. (If deemed necessary, the City will evaluate assessments, property values, and special benefit further for Council consideration and at the assessment hearing. Otherwise, the per policy assessments are as noted) • How is the project considering all the bus traffic on Dawn Way? (The proposed pavement section on Dawn Way is a 10-ton pavement design and can accommodate the traffic levels and vehicles types on the roadway.) • Can the City have bus pickup on one day, instead of every day in the neighborhood? (Please address this question with staff specifically as it is not a part of the pavement management project.) • Two residents contacted staff concerned about costs, area assessments aren't fair, and the truck/bus traffic is deteriorating on the road. (Staff are making final recommendations for Council consideration based on feasibility recommendations. FDR is the right approach and staff will review for appropriate timing of project to utilize the life left in the existing pavement.)
CP 2024-09F Corcoran Path and Dawson Way Area	16	• How are assessments calculated for townhome properties? (The total costs of the front footage that the association is responsible for is divided evenly amongst the number of units in that association. The per unit assessment can vary by association.)
CP 2024-09G South Grove Area 7	28	• Assessments are way too high. They would have been lower in 2017 when this project was supposed to occur. (Assessments are preliminary and based on the City's assessment policy and project cost estimates. The last South Grove project was done in 2011 - Area 6. There is no south grove project in the 2017 CIP.) • Residents asked if there would be any stormwater area assessments. (No area type stormwater assessments are proposed with this project.) • Can a mill and overlay be considered to lower costs? (A mill and overlay improvement is not appropriate due to the poor condition of the pavement and would not be a cost effective method for pavement rehabilitation.)



		• One written comment received: This cost is ridiculous! Corey Path was supposed to be done in 2017!!! This \$12,607.46 is over double what that cost would have been. We are supposed to pay way more because the Council did not do their job? Find a way to cover at least half this amount!
CP 2024-09H 96 th Street and 99 th Street Area	17	• Is the 96th Street gap being evaluated with this project? <i>(The City is not considering connecting 96th Street at this time or with this project.)</i> • 96th Street receives additional traffic from TH 52 (especially when incidents occur that back up traffic) and Barnes Avenue (County Road). Is this considered when identifying costs share? <i>(96th Street is a standard City street width and there is not additional width to consider for the City to cover. The street section is designed for a 10-ton standard and is sufficient for the traffic volumes. Traffic from TH 52 and Concord Boulevard will occur, there is little the City can do except public safety enforcement of speeds.)</i> • Residents noted that there are poor/wet soils in some locations on 96th Street. <i>(Unsuitable soils will be removed and replaced when identified during construction)</i> • Resident noted a low spot between parcels 18 and 19. <i>(Comment noted and staff will review this further during the final design phase on the project. The storm sewer is proposed to receive improvements in this area and will be reviewed.)</i> • Why are the two residential properties off Benjamin Trail not assessed? <i>(City staff will update the report before finalizing to include these properties in the preliminary assessment calculations.)</i> • Water pools at the intersection of Baxter Court and 96th Street. <i>(The project team will review this item during final design.)</i> • A Benjamin Trail resident called into staff asking why they are being assessed when on a private road? <i>(Staff responded that Benjamin Trail residents have indirect access to 96th Street. Per the assessment policy, indirect access parcels shall be assessed 50% of the single family unit rate.)</i>
CP 2024-09I Bixby Way	15	• Why are residents being assessed again after the 2012 project? <i>(The 2012 project was for street and storm work associated with the shared common area north of 65th Street. This project is only assessing property owner adjacent to Bixby Way for the street and storm improvements. No common area is involved with this year's project.)</i>

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

RESOLUTION NO. _____

**RESOLUTION ACCEPTING FEASIBILITY REPORT FOR
2024 PAVEMENT MANAGEMENT INITIATIVE PROJECTS (2024-09D, E, F, G, H, AND I)**

WHEREAS, on June 12, 2023, the City Council adopted Resolution 2023-134, authorizing the preparation of a feasibility report by Kimley-Horn & Associates, Inc. (Kimley-Horn) for 2024 Pavement Management Initiative projects (Feasibility Report) which includes the following projects:

2024 Pavement Management Initiative

City Project No. 2024-09D – Delano Way & Dempsey Way Area

City Project No. 2024-09E – Inver Grove Trail (Pine Bend)

City Project No. 2024-09F – Corcoran Path & Dawson Way Area

City Project No. 2024-09G – South Grove Area 7

City Project No. 2024-09H – 96th Street and 99th Street Area

City Project No. 2024-09I – Bixby Way

WHEREAS, the Feasibility Report has been completed by Kimley-Horn and has been made available for public viewing in the Engineering Division at the City of Inver Grove Heights; and

WHEREAS, the Feasibility Report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The Feasibility Report for the 2024 Pavement Management Initiative Projects and Improvements identified above is hereby received.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2024-09D – DELANO WAY AND DEMPSEY WAY
AREA**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative Projects (Feasibility Report), which included City Project No. 2024-09D – Delano Way and Dempsey Way Area (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09D – Delano Way and Dempsey Way Area, to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on September 25, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The City Council has considered the Improvements in accordance with the Feasibility Report which was received by the Council on September 25, 2023, and will assess, or tax, the abutting benefitting 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 \$1,518,815.19.
2. The Improvements are necessary, cost-effective, and feasible as detailed in the Feasibility Report.
3. The Improvements are hereby ordered as proposed in this Council resolution.
4. The City Engineer shall be responsible for the preparation of plans and specifications for making the Improvements.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Improvements are being funded by the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments.
7. The contract for these Improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2024-09F – CORCORAN PATH AND DAWSON WAY
AREA**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative Projects (Feasibility Report), which included City Project No. 2024-09F – Corcoran Path and Dawson Way Area (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09F – Corcoran Path and Dawson Way Area, to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on September 25, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The City Council has considered the Improvements in accordance with the Feasibility Report which was received by the Council on September 25, 2023, and will assess, or tax, the abutting benefitting 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 \$2,202,549.12.
2. The Improvements are necessary, cost-effective, and feasible as detailed in the Feasibility Report.
3. The Improvements are hereby ordered as proposed in this Council resolution.
4. The City Engineer shall be responsible for the preparation of plans and specifications for making the Improvements.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Improvements are being funded by the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments.
7. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2024-09G – SOUTH GROVE AREA 7**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative projects (Feasibility Report), which included City Project No. 2024-09G – South Grove Area 7 (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09G – South Grove Area 7, to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on September 25, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The City Council has considered the Improvements in accordance with the Feasibility Report which was received by the Council on September 25, 2023, and will assess, or tax, the abutting benefitting 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 \$4,195,422.41.
2. The Improvements are necessary, cost-effective, and feasible as detailed in the Feasibility Report.
3. The Improvements are hereby ordered as proposed in this Council resolution.
4. The City Engineer shall be responsible for the preparation of plans and specifications for making the Improvements.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Improvements are being funded by the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments.
7. The contract for these Improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION ORDERING IMPROVEMENT, AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2024-09I BIXBY WAY**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative projects (Feasibility Report), which included City Project No. 2024-09I – Bixby Way (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09I – Bixby Way, to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on September 25, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The City Council has considered the Improvements in accordance with the Feasibility Report which was received by the Council on September 25, 2023, and will assess, or tax, the abutting benefitting 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 \$141,606.42.
2. The Improvements are necessary, cost-effective, and feasible as detailed in the Feasibility Report.
3. The Improvements are hereby ordered as proposed in this Council resolution.
4. The City Engineer shall be responsible for the preparation of plans and specifications for making the Improvements.
5. The preliminary estimated assessments as shown on the preliminary assessment roll are hereby considered “pending”.
6. The Improvements are being funded by the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments.
7. The contract for these Improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION CONTINUING THE PUBLIC HEARING FOR CITY PROJECT NO. 2024-09H – 96TH
STREET AND 99TH STREET AREA**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative projects (Feasibility Report), which included City Project No. 2024-09H – 96th Street and 99th Street Area (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09H – 96th Street and 99th Street Area, to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, the public hearing was continued to the City Council meeting on October 9, 2023, to accommodate the notification of benefiting property owners and to provide proper publication in accordance with Chapter 429 of the Minnesota Statutes; and

WHEREAS, the original published and mailed notice was not provided to all benefiting properties within the project area pursuant to Minnesota Statutes, Section 429.031; and

WHEREAS, proper published and mailed notice was subsequently performed indicating that the public hearing would be held on September 25, 2023, and subsequently continued to October 9, 2023, to ensure compliance with Minnesota Statutes, Section 429.031.

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

1. The City Council continues the public hearing for City Project No. 2024-09H until October 9, 2023, the continuation of which is to be held at 6:00 PM on October 9, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION REJECTING RECOMMENDATIONS OF THE FEASIBILITY REPORT AND
DECLINING TO ORDER THE IMPROVEMENTS FOR CITY PROJECT NO. 2024-09E – INVER
GROVE TRAIL (PINE BEND)**

WHEREAS, on September 25, 2025, the City Council received the feasibility report for the 2024 Pavement Management Initiative projects (Feasibility Report), which included City Project No. 2024-09E - Inver Grove Trail (Pine Bend) (the “Improvements”); and

WHEREAS, on August 24, 2023, City Council called for a public hearing on City Project No. 2024-09E - Inver Grove Trail (Pine Bend), to be held at 6:00 PM on September 25, 2023, in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, MN 55077; and

WHEREAS, published and mailed notice was given pursuant to Minnesota Statutes, Section 429.031, and the public hearing was held thereon on September 25, 2023, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. The City Council has considered the Improvements proposed in accordance with the Feasibility Report and will **NOT** include City Project No. 2024-09E as part of the improvements for the 2024 Pavement Management Initiative.
2. As it will not be part of the current year Pavement Management Initiative, City Project 2024-09E will be reevaluated by City staff for inclusion with a Pavement Management Initiative project in a future year for feasibility review and consideration as part of the City’s Capital Improvement Program.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Rental Housing Licenses**

MEETING DATE: September 25, 2023

ITEM TYPE: Regular Business

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

ACTION REQUESTED

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

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
8761 Branson Dr	Michaela Farner New Richmond, WI	Anthony Rodriguez St Paul, MN
3024 69th St E	North Country Holdings LLC Bloomington, MN	Brian Scanlan Bloomington, MN

The above applications have been found to be complete. The applications include the necessary fee payments, and BCA background checks. The Police Chief/Designee has also reviewed and approved the license applications.

FISCAL IMPACT

None

RECOMMENDATION

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

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Comprehensive Plan Amendment, Rezoning, Platting and PUD Development Plan for 8245 Argenta Trail**

MEETING DATE: September 25, 2023
ITEM TYPE: Regular Business
CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider the following actions related to the property located at 8245 Argenta Trail:

- a. A request for a Comprehensive Plan Amendment to reguide a portion of the property from Light Industrial to General Industrial.
- b. A request to Rezone a portion of the property from Limited Industry District (I-1) to General Industry District (I-2).
- c. A request for a Preliminary and Final Plat for the plat of Floerke Forest
- d. A request for a Preliminary and Final Planned Unit Development for a 5,600 square foot manufacturing building with outdoor storage tanks.
 - Requires 4/5ths for the comp plan amendment
 - Requires 3/5ths for all other requests
 - 60-day deadline: October 18, 2023 (second 60 days)

BACKGROUND

Bulk Fluid Systems is proposing to subdivide an approximately 1 acre parcel from the existing 6 acre parcel at 8245 Argenta Trail. The subdivided property will be used to construct a new facility in which Bulk Fluid Systems would produce and distribute windshield washer fluid product. The proposed building would be 56' x 100' and would house multiple tanker trucks, a washer fluid blending room, and general office space for staff. They are also proposing to store flammable liquids outdoors in above ground storage tanks on the south side of the building. There would be one 20,000 gallon tank for methanol, and two 9,000 gallon tanks and one 2,500 gallon tank for windshield washer fluid.

The site is expected to have 6 employees either working directly at the facility or making deliveries, working standard business hours.

City Code has regulations regarding above ground flammable liquid storage in the industrial zoning districts. The applicant is requesting the rezoning to I-2 because the I-2 district allows storage of flammable or combustible liquids in outside, above ground tanks in volumes higher than the I-1

District. Storage of combustible fluids in the I-1 District is limited to a maximum of 1,000 gallons. The applicant is proposing multiple tanks with the largest being a 20,000 gallon double walled steel tank. There is no limit to the amount of combustible fluids stored above ground in the I-2 District.

The focus of the discussion with the Planning Commission revolved around the safety of the large size of the methanol tanks being stored outside, relating to fire and health hazards. The applicant has stated the tanks would be placed and constructed following all required federal, state and local codes. The Fire Marshal has reviewed the plans and notes the building would have to comply with a high hazard occupancy type and be fully sprinkled. The design of the tank system would be required to provide a secondary containment system that meets all required setbacks.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission reviewed the request on August 15, 2023 and recommended approval of all the requests (5-3).

Staff finds the plat and PUD development plans acceptable and supports the setback flexibility requested. Staff also recommends approval of the comp plan amendment and rezoning.

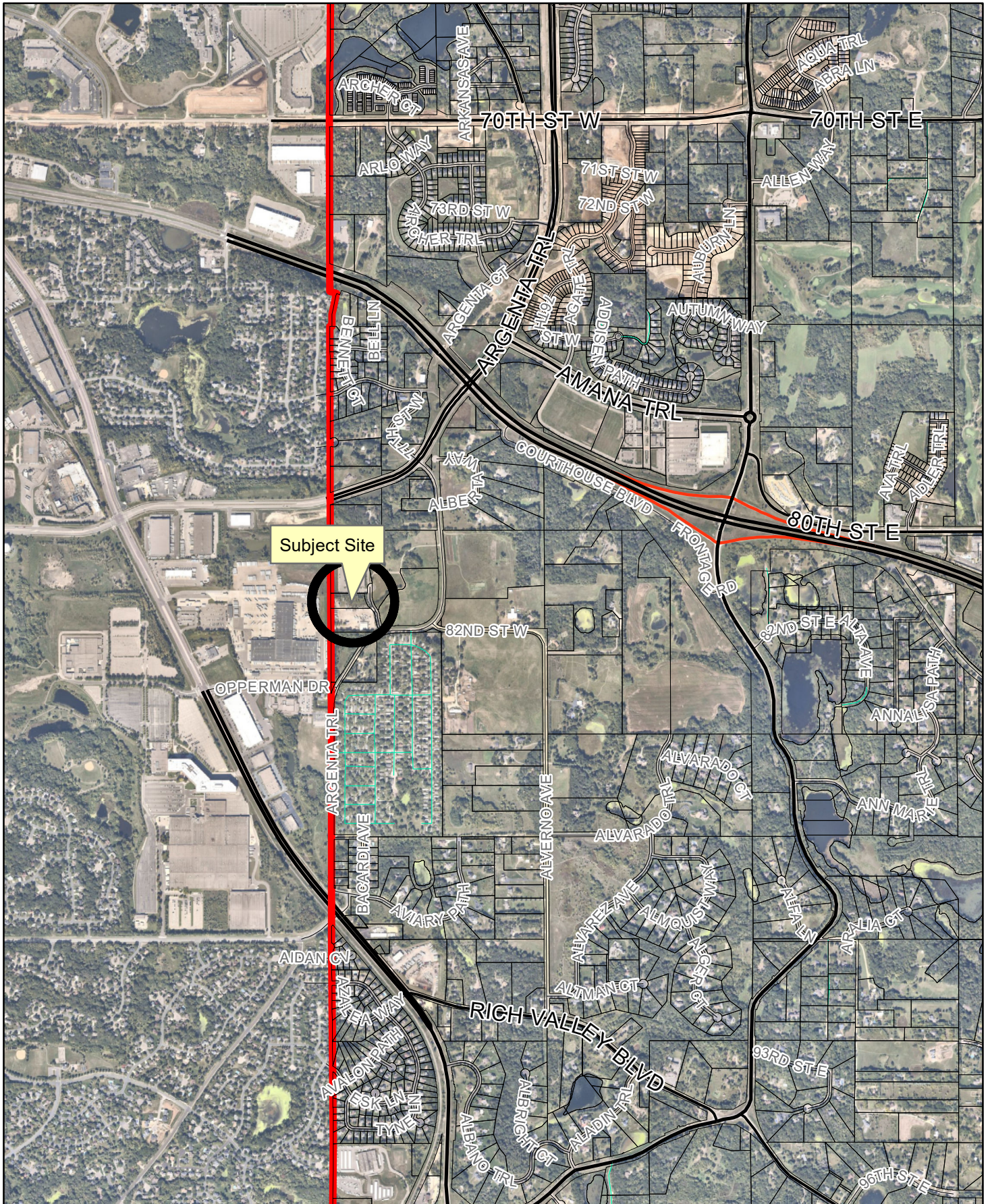
ATTACHMENTS

1. Location & Comp Plan Map
2. Site Plan
3. Staff Report
4. Planning Commission Recommendation
5. Supplemental background information from applicant
6. Resolution Approving Comp Plan Reguiding
7. Resolution Denying Comp Plan Reguiding
8. Ordinance Approving Requested Rezoning
9. Resolution Denying Requested Rezoning
10. Resolution Approving Preliminary and Final Plat
11. Resolution Approving Preliminary and Final PUD
12. Resolution Denying Preliminary and Final PUD
13. Final Plat Drawing



Location Map

Case No. 23-29S

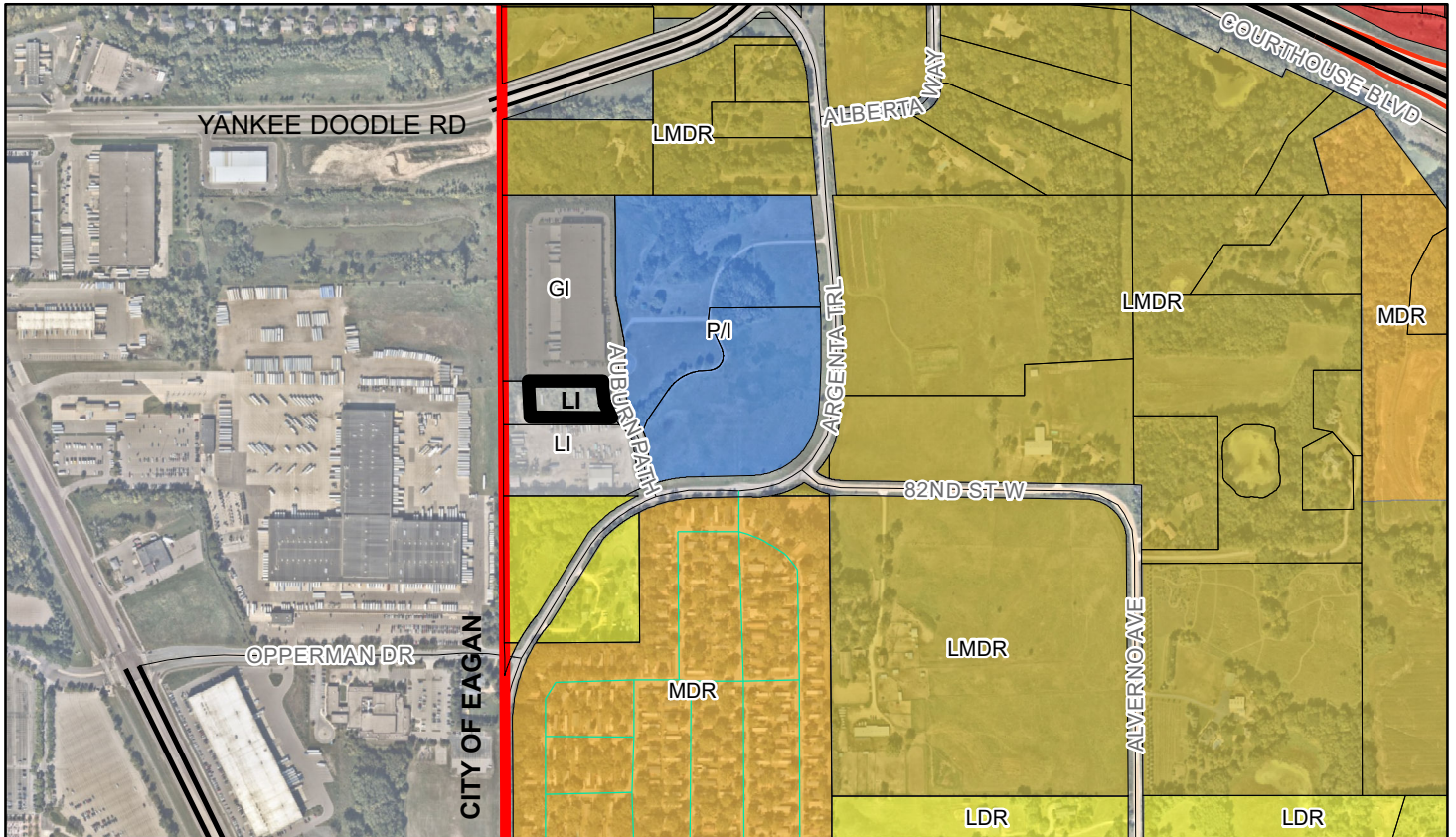




Comp Plan Change Map Case No. 23-29S



Existing Comp Plan



Proposed Comp Plan



PARKING CALCULATIONS:

COMMERCIAL/INDUSTRIAL REQUIREMENTS (MANUFACTURING):

4 SPACES + 1 SPACE FOR EACH 800 SQ FT. (75% FOR NWA)

MIN. SPACES REQUIRED = 4 + 1 (5,600 SQFT/800SQ FT) = 11 SPACES X 0.75 = 9 SPACES MIN.

TOTAL SPACES PROVIDED: 9 SPACES + 1 ACCESSIBLE SPACE

LAND USE CALCULATIONS:

TOTAL DISTURBED AREA = 45,477 SQFT (1.0 ACRES)

BUILDING AREA = 5,251 SQ FT

SITE COVERAGE = 12%

TOTAL IMPERVIOUS AREA = 20,909 SQ FT (0.5 ACRES) 48% OF TOTAL LOT

EXPECTED TRUCK TRAFFIC VOLUMES:

LEAVING PROPERTY:
TWO MEDIUM DUTY STRAIGHT TANKER TRUCKS AND TWO PICKUP SERVICE TRUCKS
LEAVING THE PROPERTY BETWEEN 7-9AM EACH WEEKDAY.

TOTAL TRUCKS LEAVING PROPERTY DAILY: 4 TRUCKS

ENTERING PROPERTY:
TWO MEDIUM DUTY STRAIGHT TANKER TRUCKS AND TWO PICKUP SERVICE TRUCKS
RETURNING TO THE PROPERTY BEFORE 6PM EACH WEEKDAY.

TOTAL TRUCKS ENTERING PROPERTY DAILY: 4 TRUCKS

**INVER GROVE HEIGHTS
INDUSTRIAL CENTER**

SITE PLAN NOTES:

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND THE PLAN.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.

THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT OF WAY AND PROPERTY LIMITS.

ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

SEE DETAILS SHEET FOR PROPOSED PAVEMENT SECTION INFORMATION.

SEE DETAILS SHEET FOR ACCESSIBLE PARKING SIGNAGE INFORMATION.

ALL CURB AND GUTTER SHALL BE B612 STYLE UNLESS OTHERWISE NOTED ON THE PLAN.

ALL STRIPING TO BE 4" SOLID WHITE LINE UNLESS NOTED OTHERWISE ON THE PLAN. ALL PAINT USED FOR STRIPING SHALL CONFORM TO MNDOT SPEC 3591. COLOR SHALL BE BRIGHT WHITE.

STORM M.H.
RIM 885.06
INV. E. 877.79
INV. W. 873.00

TRUCK REPAIR AND
EQUIPMENT PROPERTY

STORM M.H.
RIM 886.40
INV. 15 IN RCP 883.35
15 IN RCP STUB S. 883.54

AUBURN PATH



Planning Commission Report

MEETING DATE:	July 18, 2023
CASE NO:	23-29S
APPLICANT:	Bulk Fluid Systems, LLC
PROPERTY OWNER:	MBL Properties, LLC
REQUEST:	Comp Plan Amendment, Rezoning, Preliminary/Final Plat, Preliminary/Final Planned Unit Development
LOCATION:	8245 Argenta Trail
COMPREHENSIVE PLAN:	LI, Light Industrial
ZONING:	I-1, Limited Industry District
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The specific requests for the project include the following:

1. Comprehensive Plan Amendment to change the land use for Lot 2, Floerke Forest from LI, Light Industrial to GI, General Industrial.
2. Rezoning of Lot 2, Floerke Forest from I-1, Limited Industry District to I-2, General Industry District/Planned Unit Development.
3. Preliminary and Final Plat for a two lot plat to be known as Floerke Forest.
4. Preliminary and Final Planned Unit Development for a 5,600 square foot industrial manufacturing facility on Lot 2.

BACKGROUND

Bulk Fluid Systems is proposing to subdivide an approximate 1 acre parcel from the existing 6 acre parcel at 8245 Argenta Trail. The subdivided property will be used to construct a new facility in which Bulk Fluid Systems will produce and distribute windshield washer fluid product. The proposed building will be 56' x 100' and will house multiple tanker trucks, a washer fluid blending room, and general office space for staff. They are also proposing to store flammable liquids outdoors in above ground storage tanks on the south side of the building. There would be one 20,000 gallon tank for methanol, two 9,000 gallon tanks and one 2,500 gallon tank for windshield wash fluid.

The site is expected to have 6 employees either working directly at the facility or making deliveries, working standard business hours.

EVALUATION OF REQUEST

Surrounding Uses.

The subject property is surrounded by:

North:	Office/Industrial Building	Zoned: I-2, General Industrial	Guided: General Industrial
East:	Vacant, Cemetery	Zoned: P, Public Institutional	Guided: Public/Institutional
West:	City of Eagan Industrial		
South:	Truck Repair Facility	Zoned: I-1, Limited Industrial	Guided: Light Industrial

COMPREHENSIVE PLAN AMENDMENT

The applicant is proposing to change the land use designation for proposed Lot 2 to General Industrial so it would be consistent with the requested rezoning. The property is currently guided Light Industrial. Light Industrial and General Industrial are similar uses with the predominate differences being in the intensity of the types of uses and the nature of the uses themselves. One of the primary policies of both industrial categories is to provide opportunities for new industrial development, expansion existing uses and the redevelopment of existing industrial uses to expand employment opportunities and to serve existing businesses in the community.

REZONING

The applicant is proposing to rezone Lot 2 from I-1 to I-2 to be consistent with the Inver Grove Heights Fire Code. The I-2 district allows storage of flammable or combustible liquids in outside above ground tanks in volumes higher than the I-1 District. Storage of combustible fluids in the I-1 District is limited to a maximum of 1,000 gallons. The applicant is proposing multiple tanks with the largest a 20,000 gallon double walled steel tank. There is no limit to the amount of combustible fluids stored above ground in the I-2 District.

PRELIMINARY AND FINAL PLAT

The current landowner owns the two existing lots. The truck repair operation is located on the southern lot and the northern lot is used partially for storage, otherwise vacant. The applicant would be purchasing the northerly lot but the lot lines would be slightly modified on the new plat. Each lot would comply with minimum lot size and lot width standards for the I-2 District. No additional road right-of-way is needed for Auburn Path. The request complies with subdivision standards.

NATURAL AREA/OPEN SPACE

The Northwest Area Overlay District establishes requirements for open space preservation. Based on the net developable area the project contains the following:

		Square Feet Required square feet	Proposed square feet
<i>Total Net Developable Area LOT 2</i>	<i>47,916</i>		<i>NA</i>
Minimum Open Space Required = 20% of net area	X	9,583	28,314
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	X	7,187	27,878
Area to be undisturbed = 50% of required open space	X	4,792	7,405

The project complies with overall proposed open space and contiguous open space. The required amount of contiguous open space 100 feet or wider is not being met. The applicant is requesting flexibility from this requirement because the lot is only 150 feet wide. With development of the site, this standard is difficult to achieve. There is a 52 foot wide open space corridor on the south side of the building and 20 feet on the north side of the building. Staff would support the flexibility request due to the size of the lot not making the 100 foot width standard not practical.

The Northwest Area Overlay District Ordinance requires the entire area set aside for natural area/open space shall be maintained in perpetuity and the restriction shall run with the land and be binding on the current and future land owners.

BULK STANDARDS

Building setbacks. The proposed building complies with all required setbacks, including the outdoor storage tanks which require a 40 foot setback from property lines.

Parking lot setbacks. The parking lot complies with all setbacks except for the front setback. Parking at its closest point would have a zero setback. The applicant is requesting flexibility from standards to allow this setback due to the right-of-way width in front of this site which is significantly wider than standard. The proposed parking lot would be setback further to the west than the current parking on the industrial lot to the north. Staff would support this flexibility request due to the wide right-of-way for Auburn Path at this location.

Building height. Maximum building height in the Northwest Area for industrial buildings is 60 feet. The proposed building would be approximately 20 feet high. The maximum building height requirement has been met.

Building coverage & Impervious surface coverage.

The Northwest Area Ordinance provides maximum building coverage and overall impervious surface coverage for the different zoning districts. Industrial properties are allowed 70% impervious surface and 40% building coverage.

Base Zoning District	Area in Acres	Proposed Impervious Surface	Impervious Surface Coverage	Maximum Impervious Surface Coverage
I-2	1.1	0.43 ac	44.0%	70%

Base Zoning District	Area in acres	Proposed Building Area	Building Coverage	Maximum Building Coverage Allowed
I-2	1.1	5,251 sq ft	12.0%	40%

The project complies with building coverage and total impervious surface standards.

PARKS/TRAILS

The Dakota County Mendota-Lebanon Regional Trail identifies a path along the west boundary of this site as one of the segments for the trail. A 30 foot wide trail segment has been dedicated on the lot to the north when it developed. A 30 foot wide easement will be required to be dedicated across both lots of the plat to provide area for the trail.

To meet Park Dedication requirements, a cash contribution will be required based a formula of \$5,000 per acre for Lot 2. This fee is collected at time of plat release for recording.

PARKING

The applicant indicates that the operation is expected to have six employees working directly at the site or making deliveries. The site plan identifies 11 total parking spaces located in the front and back of the building. This would satisfy parking requirements.

ACCESS/STREETS

The plan provides two access points to Auburn Path to accommodate the traffic flow of the site, which is set up for trucks to enter the site, go through the building and then go around the building and exit the site. No other improvements are required for Auburn Path.

The applicant has indicated there would be only two trucks per day for trips to the site. With this low volume of truck traffic, no further traffic review is needed.

LANDSCAPING/SCREENING

The Zoning Ordinance has requirements for industrial developments based one (1) tree per 50 lineal feet per lot. Based on the proposed plans, a total of 19 overstory trees are required to meet the landscaping standards.

The landscape plan proposed provides for 19 overstory trees planted around the site. The plan meets the code requirements.

The outdoor storage tanks are required to be screened with a solid material. The plans indicate the storage tanks will be screened with a solid wood fence that will meet the code requirements.

BUILDING EXTERIOR

A drawing of the building elevation has been provided. The applicant indicated the siding would consist of lap siding with a wainscoting bottom. Code requires all elevations to have the same and equal materials on all four sides of the building. A standard condition is that the exterior must comply with the exterior materials requirements established in City Code.

ENGINEERING

The Engineering Department has reviewed the plans and have been found to meet city standards. A standard condition of approval is that the applicant must address the comments in the Engineers memo as part of the final PUD plan set.

FIRE MARSHAL REVIEW

The Fire Marshall has reviewed the plans and notes the building will have to comply a high hazard occupancy type which requires the building to be fully protected by a fire sprinkling system.

The tanks must be provided with a secondary containment system and meet specific setbacks from property lines, buildable lots and public ways. The submitted plans meet the setback standards required by code.

UTILITIES

The site lies within the Joint Powers Agreement (JPA) area with Eagan. The site would be served by utilities from Eagan. Utility fees would be collected per the JPA including Inver Grove Heights connection fees. These fees will be calculated and be part of the Development Contract that is required between the developer and city.

LIGHTING

A lighting plan has been submitted which shows the light fixtures proposed comply with city standards and light intensity is consistent with maximums allowed at property lines and at the street.

SIGNAGE

Signage has not been reviewed for the project. All signage will need to comply with city codes and policies.

IMPROVEMENT AGREEMENT.

The Developer and Owner shall enter into an agreement with the City. The document to layout responsibilities for construction improvements and storm water system. The agreement shall be drafted and approved before the final plat is released for recording.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval: If the proposed requests are found to be acceptable, Approval of the applicable following actions should be taken:

- Approving the Comprehensive Plan Amendment from LI, Light Industrial to GI, General Industrial for Lot 2, Block 1, Floerke Forest, 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.
- Approval of the Rezoning for Lot 2, Block 1, Floerke Forest from I-1, Limited Industry District to I-2, General Industry/PUD District subject to the following conditions:
 1. The Rezoning shall not become effective until the Final Plat has been approved by the City Council.
- Approval of the Preliminary & Final Plat, Preliminary & Final PUD subject to the following conditions:
 1. The project shall be developed in substantial conformance with the Final Plat labeled Floerke Forest and the Development Plans labeled Bulk Fluid Systems - PUD Plans. The final list of approved plans and date of plans shall be identified in the Development Contract.
 2. The PUD shall be approved with the following flexibility from City Code:
 - a) a zero front setback for the parking lot due to the extra wide right-of-way width for Auburn Path at this location.
 - b) a contiguous open space corridor width of 20 feet at its narrowest point.

3. Prior to City Council approval, the Final Grading, Drainage, and Erosion Control, and Utility Plans shall be approved by the Director of Public Works.
4. Drainage and Utility Easements shall be provided on the Final Plat as required by the Director of Public Works.
5. Park Dedication shall consist of a cash contribution equaling \$5,000 per acre for Lot 2.
6. A 30 foot wide trail easement for the County Regional Trail shall be dedicated along the western 30 feet of the entire plat. The document will be recorded with the Final Plat.
7. All plans shall be subject to the review and approval of the Fire Marshal.
8. 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 Final Plat is recorded.
9. The Developer and Owner shall enter into a Development Contract and Storm Water Maintenance Agreement with the City. The form of Development Contract shall substantially comply with the model Development Contract, which is part of the Administrative Code, considering the requirements of the Planned Unit Development plans.
10. The approved plans shall be subject to the conditions of the Inver Grove Heights/Eagan Joint Powers Agreement.

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

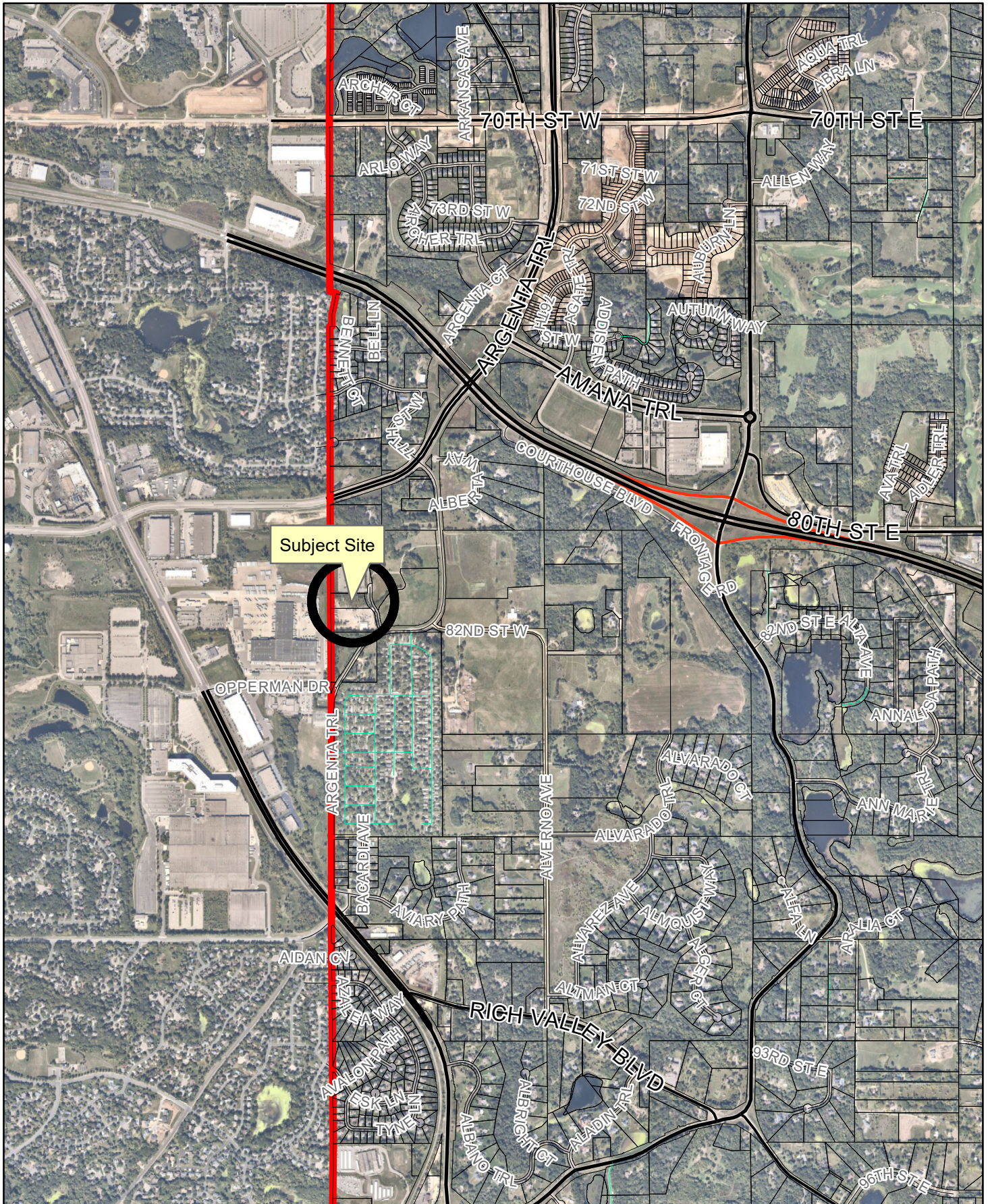
A technical review of the project shows that it meets performance standards except those requested through the Planned Unit Development process. The flexibility requested through the PUD include:

- a) a zero front setback for the parking lot due to the extra wide right-of-way width for Auburn Path at this location.
- b) a contiguous open space corridor width of 20 feet at its narrowest point.

Staff would recommend Approval of the Comprehensive Plan Amendment, Rezoning, Preliminary/Final Plat, and Preliminary/Final PUD Plans with the conditions listed.

ATTACHMENTS

1. Location Map
2. Comp Plan Map
3. Applicant Narrative
4. Plat
5. Site Plan
6. Grading Plan
7. Natural Area/Open Space Plan
8. Landscape Plan
9. Building Elevations
10. Fire Marshal Comments

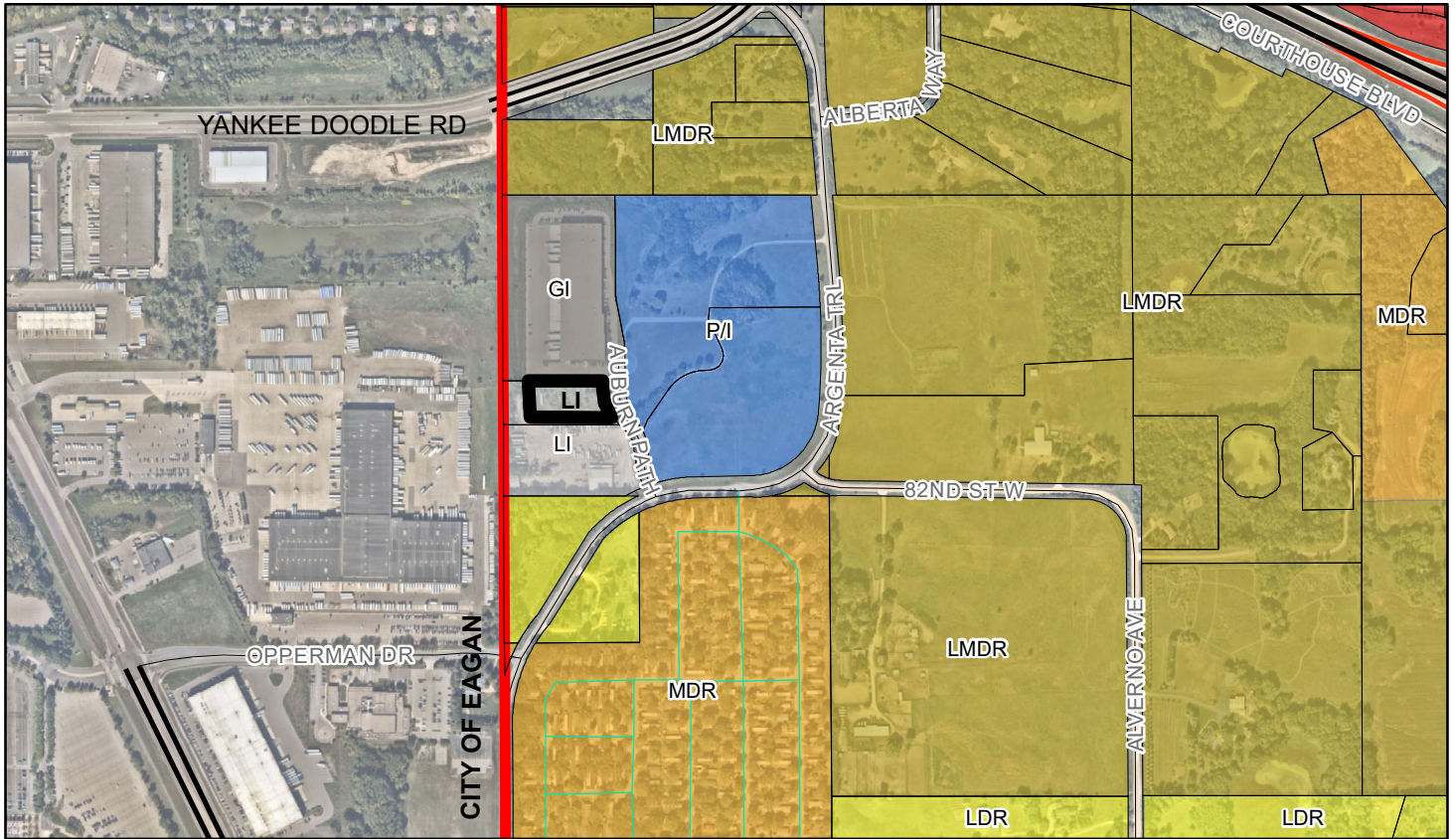




Comp Plan Change Map Case No. 23-29S



Existing Comp Plan



Proposed Comp Plan



Planned Unit Development (PUD) Narrative

Project Name: **Bulk Fluid Systems – Inver Grove Heights**

Owner: Bulk Fluid Systems

Surveyor and Civil Engineer: Widseth

Bulk Fluid Systems is proposing to subdivide an approximate 1 acre parcel from the existing 6 acre parcel at 8245 Argenta Trail. The subdivided property will be used to construct a new facility in which Bulk Fluid Systems will produce and distribute windshield washer fluid product. The proposed building will be 56' x 100' and will house multiple tanker trucks, a washer fluid blending room, and general office space for staff. The site is expected to have 6 employees either working directly at the facility or making deliveries, working standard business hours.

The proposed site will be built along Auburn Path, with two proposed driveway entrances. There will be proposed parking east of the building with access for trucks to leave the building and exit the property from the north driveway. Additional parking to meet the City of Inver Grove Heights Northwest Area (NWA) Overlay Ordinance will be located at the rear (west side) of the building. Access to the rear of the building (west side) will be along the south side. A storage tank farm containing the fluids necessary to produce the windshield washer fluid product will be placed south of the access to the rear of the building. This will provide access for weekly deliveries via tractor-tanker trucks. The tractor-tanker trucks will enter the property and drive forward to the tank farm to make deliveries and back out of the property from the point they entered.

At the very west end of the property, a proposed infiltration basin will be constructed to collect and treat stormwater runoff from the site. The basin footprint and overflow berm will fit completely inside the proposed property line, with minor grading taking place to the west of the property line to tie into existing grades. Stormwater pretreatment will be performed via a vegetated swale and sump/SAFL Baffle device to meet the Northwest Area (NWA) Stormwater Requirements.

Representatives from Bulk Fluid Systems and Widseth have worked with the City of Inver Grove Heights Planning and Zoning, Engineering, and Fire Dept. staff to produce a site plan that will satisfy the city ordinances and standards as close as possible. That being stated, there are a few standards that we will be requesting flexibility from the standards. Please see the section below for descriptions:

Requests for Flexibility from Standards:

- 1) Front Yard Parking Setback: Per Title 10, Chapter 15, Article A in the City of Inver Grove Heights City Code, the minimum front yard setback to parking for Industrial Districts is 10 feet. We are requesting flexibility from this standard with a proposed setback of 0 feet due to the irregular right-of-way corridor along the front (east side) of the property. As shown in the PUD plan set, the right-of-way line along the east side of the property is wider than a standard 60-foot width. If the right-of-way width through the property followed a standard 60-foot width, the proposed setback to the parking would be close to 40 feet. With the goal of

minimizing impervious surfaces in the North West Area Overlay District, we are requesting flexibility from this standard.

- 2) Natural Area/Open Space Plan Width: Per Ordinance 1148 (Northwest Area Overlay District), at least 75% of the required natural area/open space shall be contiguous with no portion less than 100 feet wide. The proposed property has approximate dimensions of 150 ft in width by 300 ft depth. The 150 ft width provides a constraint which makes meeting the 100 ft minimum length requirement difficult on the property. The proposed site design will meet all other requirements for the natural area/open space plan including 98% of the natural area/open space being contiguous and a total of 59% of the property will be left as natural area/open space (min requirement is 20%). Our proposed site design will provide no less than a 20 ft length, with the majority of the property containing lengths of greater than 50 ft. We are requesting flexibility from this standard due to the overall width of the proposed property being only 150 ft.
- 3) Stormwater Management Volume Control Standard: The City of Inver Grove Heights Northwest Area (NWA) Stormwater Manual specifies that there shall be no increase in runoff volume from the site in the 5-year 24-hour rainfall event (3.6 inches). The site was designed such that the maximum amount of drainage area can be routed to the proposed infiltration basin. However, the natural drainage pattern for the site is Northeast to Southwest. Because of this, driveway aprons are proposed that drain to the roadway (Auburn Path), to prevent roadway runoff from entering the site. The existing condition of the site is grassed with some tree cover, producing very little runoff in the 5-yr event (0.011 acre-ft). Our site design produces a proposed run-off volume of 0.017 acre-ft which is an increase of 0.006 acre-ft. However, the proposed driveway aprons that will drain to Auburn Path produce a runoff volume of 0.007 acre-ft in the 5-yr event. Excluding this volume which cannot be routed to a BMP, the volume from the site is 0.010 acre-ft which is less than the existing. We are requesting flexibility from this standard due to the site constraints and not being able to route the proposed driveway aprons to a BMP for volume retention. More information regarding this request can be found in the attached Hydraulic Report.
- 4) Stormwater Management Rate Control Standard: The City of Inver Grove Heights Northwest Area (NWA) Stormwater Manual specifies that there shall be no increase in runoff rates from the site in the 2, 10 and 100-year 24-hour rainfall events. The site was designed such that the maximum amount of drainage area can be routed to the proposed infiltration basin. However, the natural drainage pattern for the site is Northeast to Southwest. Because of this, driveway aprons are proposed that drain to the roadway (Auburn Path), to prevent roadway runoff from entering the site. The existing condition of the site is grassed with some tree cover, producing very little runoff in the 2 and 10-year events. The construction of the proposed driveway aprons will create rate increases in the 2 and 10-year event by themselves. Rate control will be met for the 100-year event. Because the overall discharge rates for the site are small (under 3 cfs for the 100-yr event), we are requesting flexibility from this standard due to the site constraints and not

being able to route the proposed driveway aprons to a BMP for rate control. More information regarding this request can be found in the attached Hydraulic Report.

- 5) Rezoning Request due to Hazardous Material Storage Standards: Please see the Re-Zoning Application Request Narrative in the proceeding documents.

Bulk Fluid Systems looks forward to working further with the City of Inver Grove Heights City Council and staff to bring this development to fruition.

Re-Zoning Request Narrative

Project Name: **Bulk Fluid Systems – Inver Grove Heights**

Owner: Bulk Fluid Systems

Surveyor and Civil Engineer: Widseth

The existing property at 8245 Argenta Trail is zoned I-1 (Industrial). The Inver Grove Heights Fire Code limits the storage of hazardous materials in outdoor tanks to the following:

IGH Fire Code Amendments:

9-2-4: LIMITS FOR STORAGE OF CERTAIN HAZARDOUS MATERIALS:

A. Storage of flammable or combustible liquids in outside aboveground tanks is prohibited in all zoning districts except that the storage of flammable or combustible liquids in aboveground storage tanks is permitted as follows:

1. In the I-2 zoning districts.
2. In the A, B, P and I-1 zoning districts, one approved tank not exceeding a five hundred (500) gallons' individual capacity or two (2) tanks in an approved dual tank system not exceeding one thousand (1,000) gallons' aggregate capacity; and
3. In the Sand and Gravel Overlay zoning district pursuant to an approved conditional use permit for an asphalt plant when there is an adequate water supply for fire protection and tanks and loading racks are protected in an approved manner.

B. Bulk storage of liquefied petroleum gases and flammable cryogenic fluids is prohibited in all zoning districts except the I-2 Zoning District.

C. Storage of explosives and blasting agents is prohibited in all zoning districts. (1974 Code § 905.07; amd. Ord. 1397, 12-14-2020)

The proposed site will produce large quantities of windshield washer fluid, which contain liquids (methanol for example) that are considered hazardous/flammable. The proposed tank farm along the south side of the building is proposed to contain a 20,000 gallon double wall steel tank containing methanol, along with multiple other tanks storing other liquids and the finished windshield washer fluid product. Further details of the proposed tanks and their contents can be found in the proceeding documents.

We are requesting to re-zone the proposed one acre property to I-2, which has no requirements for aboveground storage tanks of hazardous/flammable liquids. The property directly north of the proposed 1-acre parcel (Inver Grove Heights Industrial Center) is zoned I-2, so it appears that precedent has been set for this in the area.

PRELIMINARY PLAT OF FLOERKE FOREST

BUILDING SETBACKS / MINIMUM LOT AREAS:

I-1 - Limited Industry and Northwest Area Overlay per Inver Grove Heights Zoning Map
Yard, Area, and Building Size Requirements (Per Allan Hunting, City Planner, (651) 450-2554)

Front Yard 40 Feet (At ROW)
Side 40 Feet
Rear 40 Feet

Minimum Buildable Area 1 Acre
Minimum Lot Width 100 Feet

Height (Maximum) 60 Feet
Building Coverage (Maximum) 30%

Northwest Area Overlay:
Setbacks are following the underlying zoning district.
20% of the net developable area shall be preserved as natural area/open space.

SURVEY NOTES:

- Orientation of this bearing system is based on the Dakota County Coordinate System NAD83 (1986 adj.)
- Property's address:
8245 Argenta Trail, Inver Grove Heights, MN 55077.
PID No. 203665001014
Vacant Land
PID No. 203665001016
- The field work was performed on May 23 and 31, 2022.
- The 30" Storm Manhole is an approximate location based on maps provided by Mike Edwards, Senior Engineering Technician, City of Inver Grove Heights (651) 450-2575. The Bee Hive at the west end of the storm sewer is connected to the 30" Storm sewer field verified by Tom Strid, Engineering Technician, City of Eagan (651) 675-5636
- A Gopher State One Call (GSOC) request was placed on 5/16/2022 for utility locates on site. The underground utility locations, shown hereon, if any, are approximate and are based upon locates from those utility providers that actually performed a locate as result of this request. The surveyor has not physically located the underground utilities. Pursuant to MS 216.D contact Gopher State One Call at (651-454-0002) prior to any excavating. Ticket Nos. 221362207 and 221362246.

OWNER

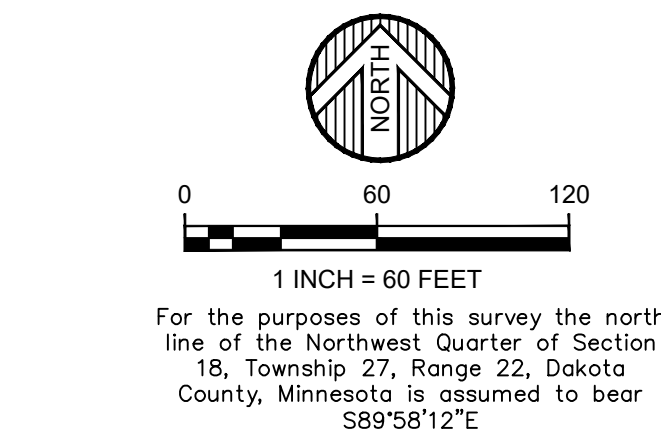
Floerke Investments, LLC
Robert C. Floerke
8245 Argenta Trail
Inver Grove Heights, MN 55077

ENGINEER/LAND SURVEYOR

WIDSETH
5368 266TH STREET
WYOMING, MN 55092
PHONE (651) 464-3130
FAX (651) 464-4822

DEVELOPER

BULK FLUID SYSTEMS, LLC
Chris Willeke, President
SUITE 109
820 CONCORD ST. N.
SOUTH ST. PAUL, MN 55075
chris.willeke@bulkfluidsystems.com
651-354-8211



- DENOTES A FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES A FOUND 1/2" IRON PIPE MONUMENT W/CAP 16099 UNLESS OTHERWISE SHOWN
- DENOTES A SET 1/2" IRON PIPE MONUMENT W/CAP 42648

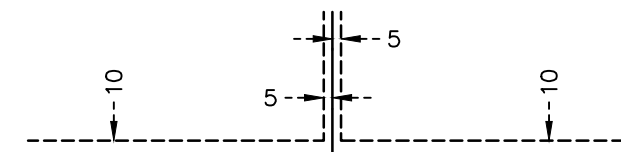
BENCHMARK: VERTICAL DATUM NAVD88

Rebar near the most northwesterly light pole
ELEV = 887.41 NAVD88

ACREAGES:

Total Acreage	264,495 Sq. Ft. or 6.07 Acres
Lot 1, Block 1	217,632 Sq. Ft. or 5.00 Acres
Lot 2, Block 1	46,863 Sq. Ft. or 1.07 Acres

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



LEGEND

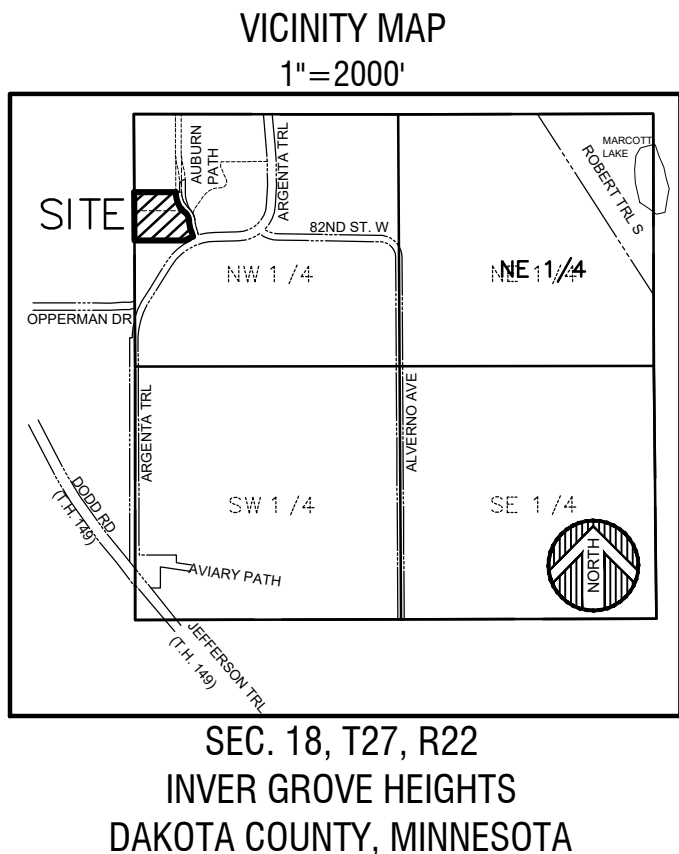
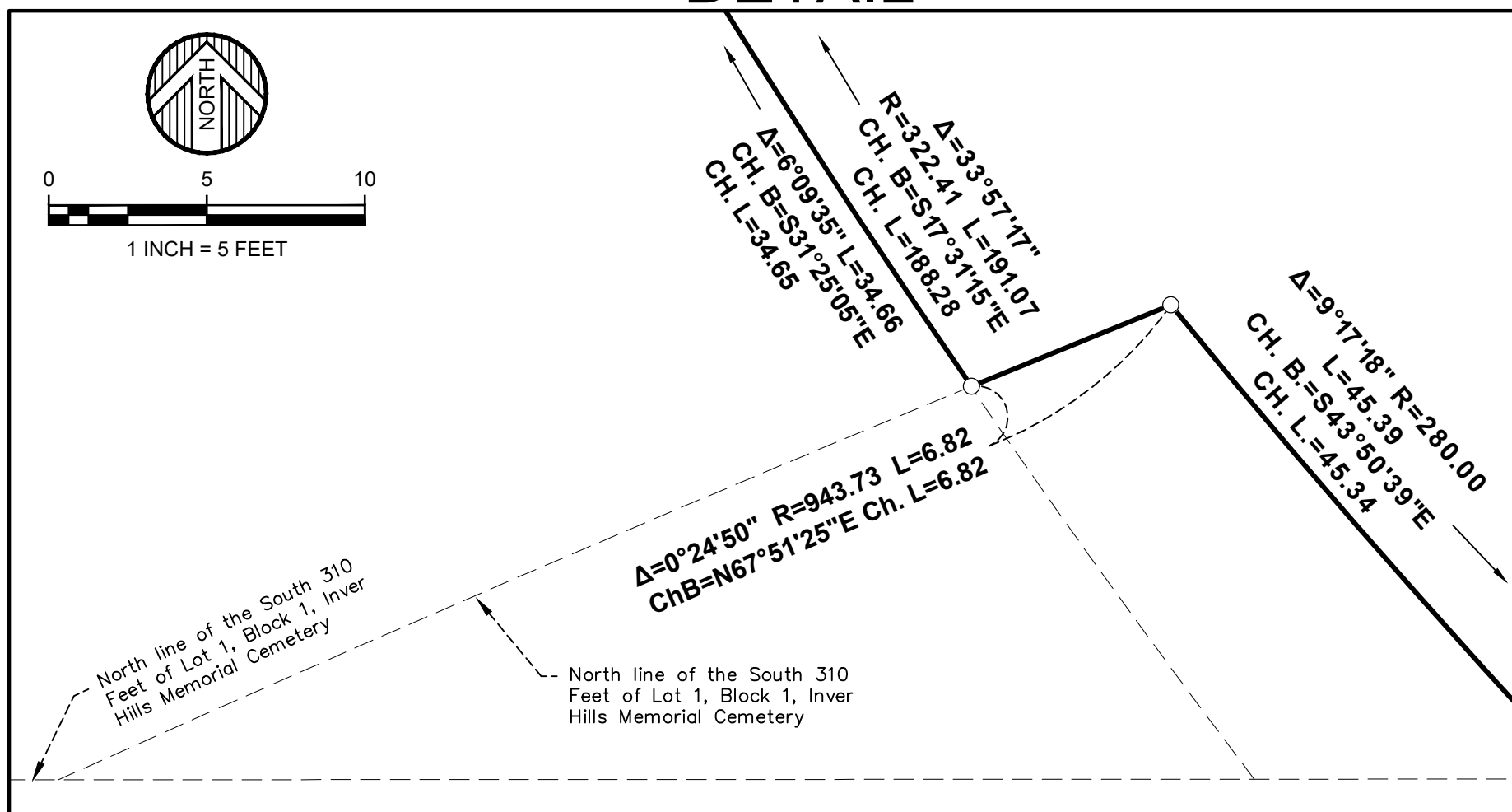
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- STORM SEWER
- OHE OVERHEAD ELECTRIC
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- 900 CONTOUR LINE
- EDGE OF WOODS

- GAS METER
- GUARD POST
- SIGN
- LIGHT POLE
- SEPTIC COVER
- CLEANOUT
- STORM INLET
- STORM MANHOLE
- ELECTRIC PEDESTAL
- POWER POLE

- TELE PEDESTAL
- ELECTRIC METER
- WELL
- BUILDING WALL HATCH
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- GRAVEL SURFACE

- (D) DENOTES DEED BEARING AND DISTANCE
- (D1) DENOTES BEARING ON WARRANTY DEED DOC. NO. 685266

DETAIL



SEC. 18, T27, R22
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

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DATE	DATE	DATE	DATE	DATE
June 2022	June 2022	June 2022	June 2022	June 2022
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
DRAWN BY: JMM	DRAWN BY: JMM	DRAWN BY: JMM	DRAWN BY: JMM	DRAWN BY: JMM
CHECKED BY: KJL	CHECKED BY: KJL	CHECKED BY: KJL	CHECKED BY: KJL	CHECKED BY: KJL
FILE NUMBER: 2022-10603	FILE NUMBER: 2022-10603	FILE NUMBER: 2022-10603	FILE NUMBER: 2022-10603	FILE NUMBER: 2022-10603

PREPARED FOR: BULK FLUIDS SYSTEMS
I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kelly L. Jordan

DATE: 09-16-2022 LIC. NO. 42648

WIDSETH
ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

PROPERTY DESCRIPTION:

(Title Commitment No. 220598, dated September 29, 2022)

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows:

Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12 minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

And

That part of Lot One, Block One, INVER HILLS MEMORIAL CEMETERY, according to the recorded plat thereof on file in the office of the County Recorder, Dakota County, Minnesota lying north of the following described line:

Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 310.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 600.00 feet and there terminating,

lying south of the following described line:

Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 502.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 500.00 feet and there terminating,

and lying west of the following described line:

Commencing at the northwest corner of said Lot One (1); thence easterly along the north line of said Lot One (1), a distance of 433.00 feet, to the point of beginning of the line to be described; thence on a bearing of South, parallel with the west line of said Lot One (1), a distance of 810.60 feet; thence southeasterly along a 322.41 foot radius tangential curve, concave to the northeast, central angle 36 degrees 56 minutes 12 seconds a distance of 207.85 feet to the aforedescribed 600.00 foot long line which forms the south line of the herein described parcel, and there terminating.

KNOW ALL PERSONS BY THESE PRESENTS: That Floerke Investment L.L.C., a Minnesota limited liability company, fee owners of the following described property:

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows:Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12 minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

And

That part of Lot One, Block One, INVER HILLS MEMORIAL CEMETERY, according to the recorded plot thereof on file in the office of the County Recorder, Dakota County, Minnesota lying north of the following described line: Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 310.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 600.00 feet and there terminating, lying south of the following described line:

Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 502.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 500.00 feet and there terminating, and lying west of the following described line:

Commencing at the northwest corner of said Lot One (1); thence easterly along the north line of said Lot One (1), a distance of 433.00 feet, to the point of beginning of the line to be described; thence on a bearing of South, parallel with the west line of said Lot One (1), a distance of 810.60 feet; thence southeasterly along a 322.41 foot radius tangential curve, concave to the northeast, central angle 36 degrees 56 minutes 12 seconds a distance of 207.85 feet to the aforedescribed 600.00 foot long line which forms the south line of the herein described parcel, and there terminating.

Has caused the same to be surveyed and platted as FLOERKE FOREST, and does hereby dedicate to the public for public use forever the the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Floerke Investments, L.L.C., a Minnesota limited liability company, has caused these presents to be signed by it's proper officer this ____ day of _____, 20____.

SIGNED:

Robert C. Floerke, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____,by Robert C. Floerke, President, Floerke Investments, L.L.C., a Minnesota limited liability company, on behalf of the company.

(Signature)

(Print Notary's Name)
Notary Public, Minnesota
My Commission Expires on 1/31/20____

I Kelly L. Jordan do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____

Kelly L. Jordan, Land Surveyor
Minnesota Licensed No. 42648

STATE OF MINNESOTA
COUNTY OF CHISAGO

This instrument was acknowledged before me, this ____ day of _____, 20____
by Kelly L. Jordan, a Licensed Land Surveyor.

Notary Public, Minnesota
My Commission Expires 1/31/20____

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA

Approved by the planning Commission of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20____

By: _____, Chair

Attest: _____, Secretary

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

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

By: _____, Mayor

Attest: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 20____, the Board of Commissioners of Dakota County, Minnesota approve this plat of FLOERKE FOREST, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 , Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____
Chair, Dakota County Board

Attest: _____
Dakota County Treasurer - Auditor.

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

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

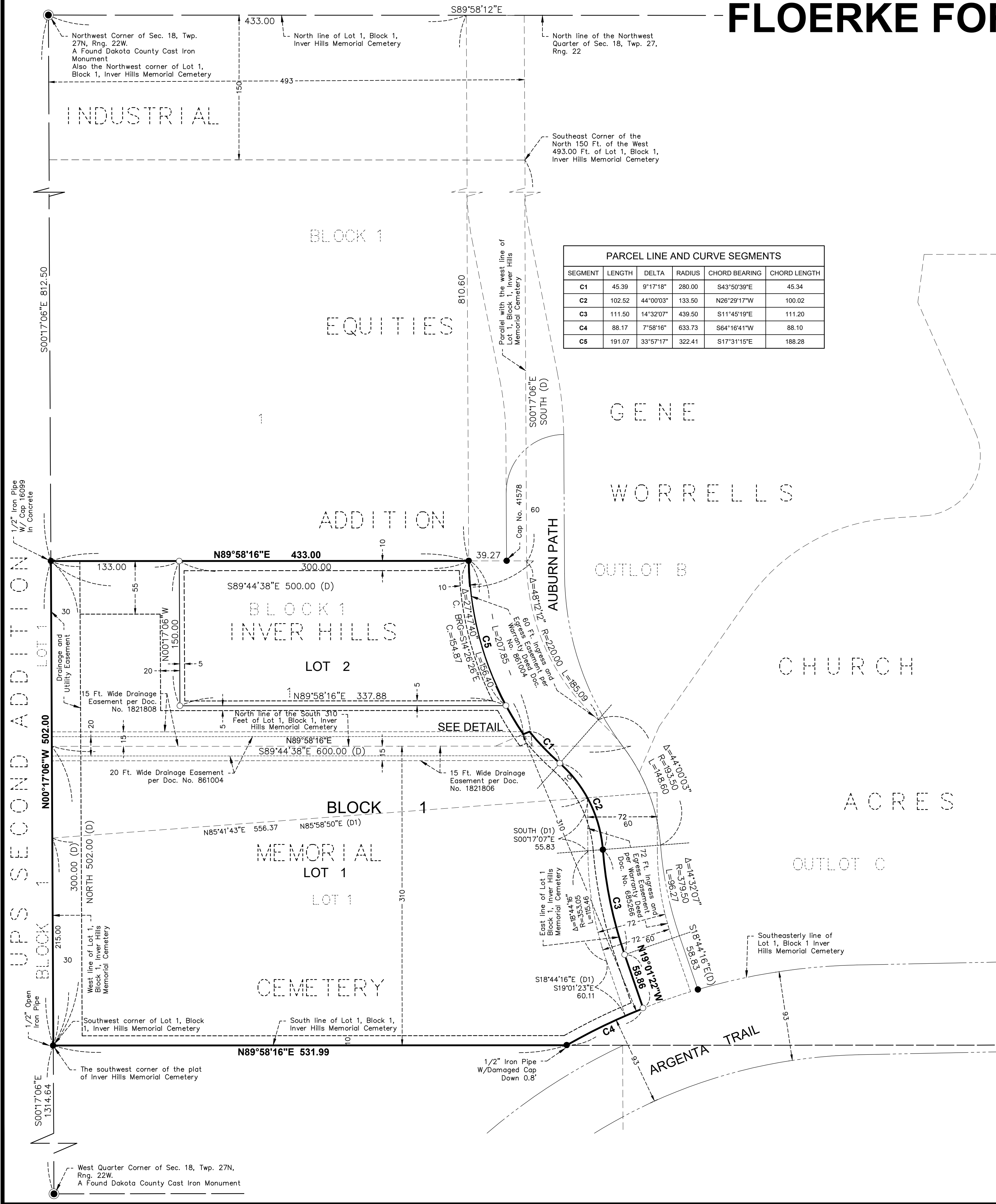
By: _____
Amy K Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

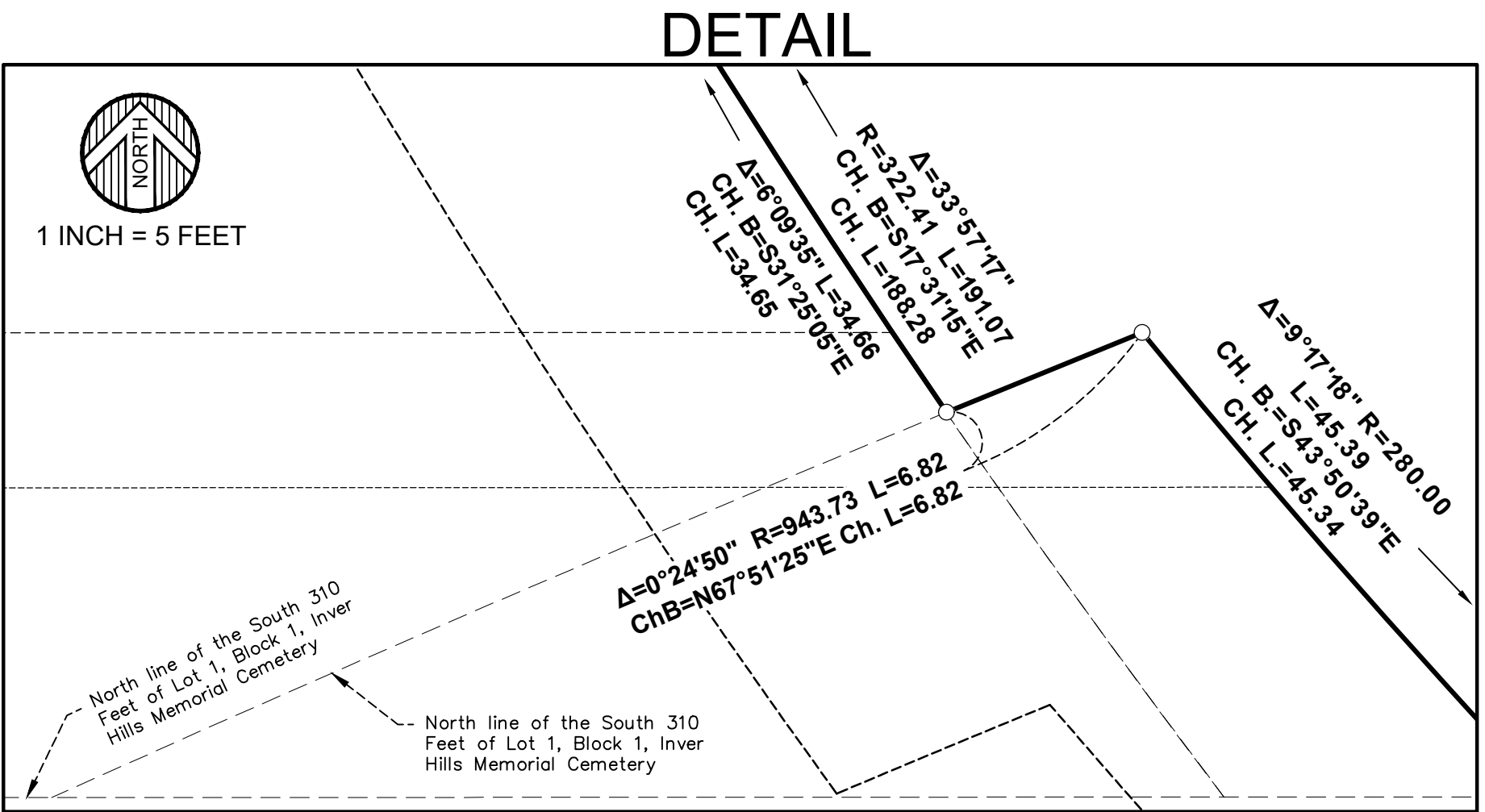
I hereby certify that this plat FLOEKRE FOREST was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at _____ o'clock ____ .M. and was duly filed in Book _____ of Plats, page ____ as Document No. _____

By: _____
Amy A. Koethe, County Recorder

FLOERKE FOREST



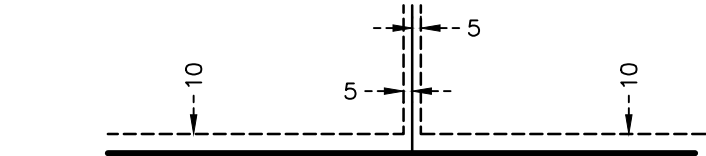
PARCEL LINE AND CURVE SEGMENTS				
SEGMENT	LENGTH	DELTA	RADIUS	CHORD BEARING
C1	45.39	9°17'18"	280.00	S43°50'39"E
C2	102.52	44°00'03"	133.50	N26°29'17"W
C3	111.50	14°32'07"	439.50	S11°45'19"E
C4	88.17	7°58'16"	633.73	S64°16'41"W
C5	191.07	33°57'17"	322.41	S17°31'15"E



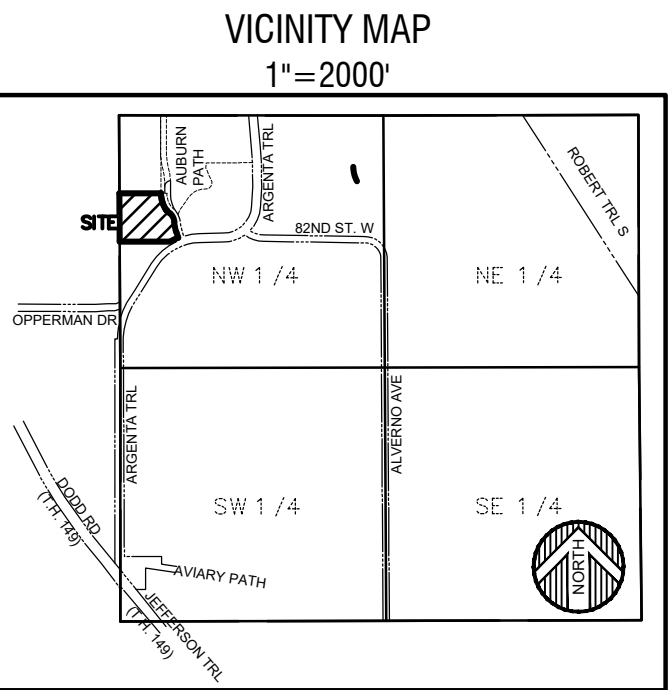
1 INCH = 60 FEET
For the purposes of this plat the west line of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota is assumed to bear N00°17'06"E

- DENOTES A FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES A FOUND 1/2 INCH IRON PIPE MONUMENT WITH CAP 16099 UNLESS OTHERWISE SHOWN
- DENOTES A SET 1/2 INCH X 14 INCH IRON PIPE SET AND MARKED WITH MINNESOTA LICENSE NO. 42648 (MONUMENTS TO BE SET WITHIN ONE YEAR AFTER RECORDING OF THIS PLAT)
- (D) DENOTES DEED BEARING AND DISTANCE
- (D1) DENOTES BEARING IN WARRANTY DEED DOC. NO. 685266

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND EXTERIOR LOT LINES, AND 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



SEC. 18, T27, R22
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

PARKING CALCULATIONS:

COMMERCIAL/INDUSTRIAL REQUIREMENTS (MANUFACTURING):

4 SPACES + 1 SPACE FOR EACH 800 SQ FT. (75% FOR NWA)

MIN. SPACES REQUIRED = 4 + 1 (5,600 SQFT/800SQ FT) = 11 SPACES X 0.75 = 9 SPACES MIN.

TOTAL SPACES PROVIDED: 9 SPACES + 1 ACCESSIBLE SPACE

LAND USE CALCULATIONS:

TOTAL DISTURBED AREA = 45,477 SQFT (1.0 ACRES)

BUILDING AREA = 5,251 SQ FT

SITE COVERAGE = 12%

TOTAL IMPERVIOUS AREA = 20,909 SQ FT (0.5 ACRES) 48% OF TOTAL LOT

EXPECTED TRUCK TRAFFIC VOLUMES:

LEAVING PROPERTY:
TWO MEDIUM DUTY STRAIGHT TANKER TRUCKS AND TWO PICKUP SERVICE TRUCKS
LEAVING THE PROPERTY BETWEEN 7-9AM EACH WEEKDAY.

TOTAL TRUCKS LEAVING PROPERTY DAILY: 4 TRUCKS

ENTERING PROPERTY:
TWO MEDIUM DUTY STRAIGHT TANKER TRUCKS AND TWO PICKUP SERVICE TRUCKS
RETURNING TO THE PROPERTY BEFORE 6PM EACH WEEKDAY.

TOTAL TRUCKS ENTERING PROPERTY DAILY: 4 TRUCKS

**INVER GROVE HEIGHTS
INDUSTRIAL CENTER**

SITE PLAN NOTES:

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND THE PLAN.

CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.

THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT OF WAY AND PROPERTY LIMITS.

ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

SEE DETAILS SHEET FOR PROPOSED PAVEMENT SECTION INFORMATION.

SEE DETAILS SHEET FOR ACCESSIBLE PARKING SIGNAGE INFORMATION.

ALL CURB AND GUTTER SHALL BE B612 STYLE UNLESS OTHERWISE NOTED ON THE PLAN.

ALL STRIPING TO BE 4" SOLID WHITE LINE UNLESS NOTED OTHERWISE ON THE PLAN. ALL PAINT USED FOR STRIPING SHALL CONFORM TO MNDOT SPEC 3591. COLOR SHALL BE BRIGHT WHITE.

STORM M.H.
RIM 885.06
INV. E. 877.79
INV. W. 873.00

TRUCK REPAIR AND
EQUIPMENT PROPERTY

STORM M.H.
RIM 886.40
INV. 15 IN RCP 883.35
15 IN RCP STUB S. 883.54

AUBURN PATH

LEGEND



DISTURBED NATURAL AREA / OPEN SPACE

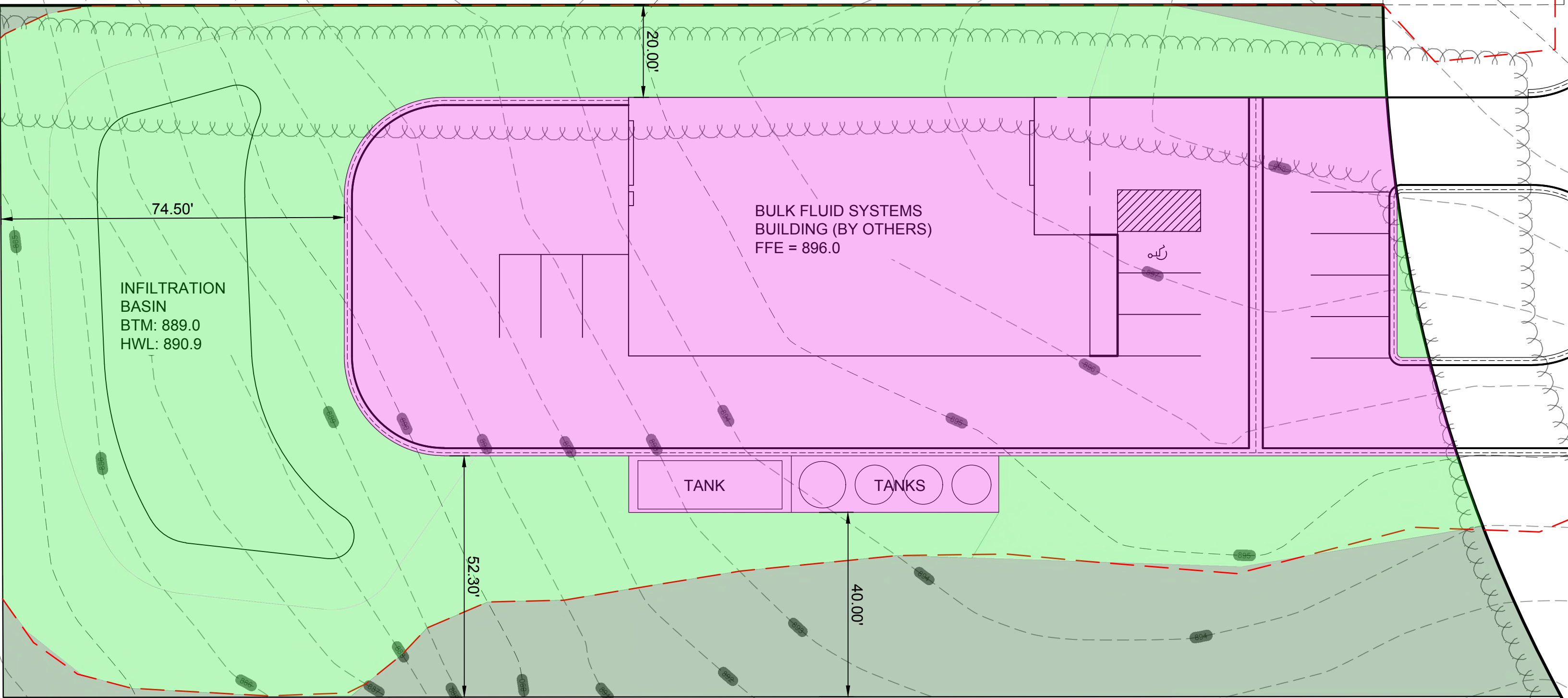
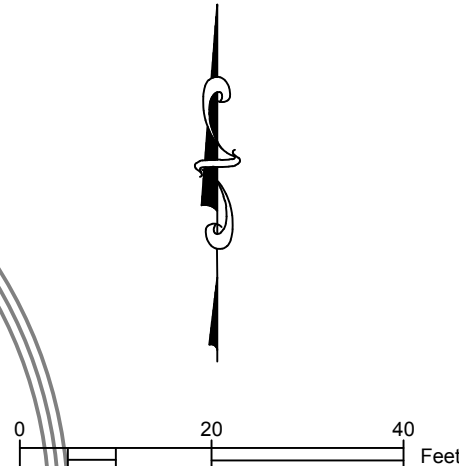


UNDISTURBED NATURAL AREA / OPEN SPACE



PROPOSED IMPERVIOUS AREA

INVER GROVE HEIGHTS
INDUSTRIAL CENTER



STORM M.H.
RIM 885.06
INV. E. 877.79
INV. W. 873.00

STORM M.H.
RIM 886.40
INV. 15 IN RCP 883.35
15 IN RCP STUB S. 883.54

NATURAL AREA/OPEN SPACE CALCULATIONS:

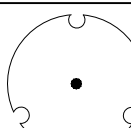
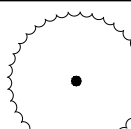
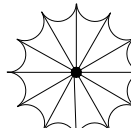
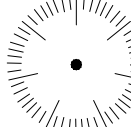
TOTAL PROPERTY AREA: 1.1 ACRES
TOTAL IMPERVIOUS AREA: 0.43 ACRES (40% OF TOTAL PROPERTY AREA)
TOTAL NATURAL AREA/OPEN SPACE: 0.65 ACRES (60% OF TOTAL PROPERTY AREA)
TOTAL DISTURBED NATURAL AREA/OPEN SPACE: 0.48 ACRES (44% OF TOTAL PROPERTY AREA)
TOTAL UNDISTURBED NATURAL AREA/OPEN SPACE: 0.17 ACRES (16% OF TOTAL PROPERTY AREA)
TOTAL CONTIGUOUS NATURAL AREA/OPEN SPACE: 0.64 ACRES (98% OF NATURAL/OPEN SPACE)

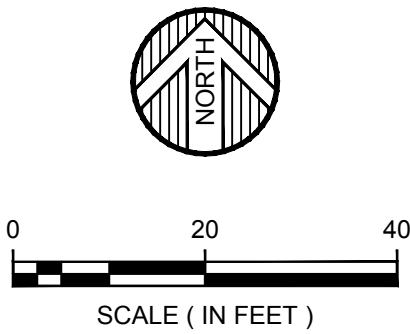
TRUCK REPAIR AND
EQUIPMENT PROPERTY

WHEREAS, I, FRANK E. BRODEEN, AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA, I HEREBY CERTIFY THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Frank E. Brodeen
FRANK E. BRODEEN DATE: 11/18/2022 LIC. NO. 57780

DATE	REVISION DESCRIPTION	BY
11/18/2022	PRELIM PUD APPLICATION SUBMITTAL	FEB

DATE:	NOVEMBER 2022
SCALE:	AS SHOWN
DRAWN BY:	FEB
CHECKED BY:	TMH
JOB NUMBER:	2022-10603

PLANT SCHEDULE					
TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	GS	Gleditsia triacanthos inermis 'Shademaster' / Shademaster Honey Locust	2.5" Cal.	B&B	4
	TB	Tilia americana 'Boulevard' / Boulevard American Linden	2.5" Cal.	B&B	3
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
	PG2	Picea glauca / White Spruce	6' Ht.	B&B	7
	PG	Picea pungens 'Glauca' / Blue Colorado Spruce	6' Ht.	B&B	3
	PS	Pinus strobus / White Pine	6' Ht.	B&B	2

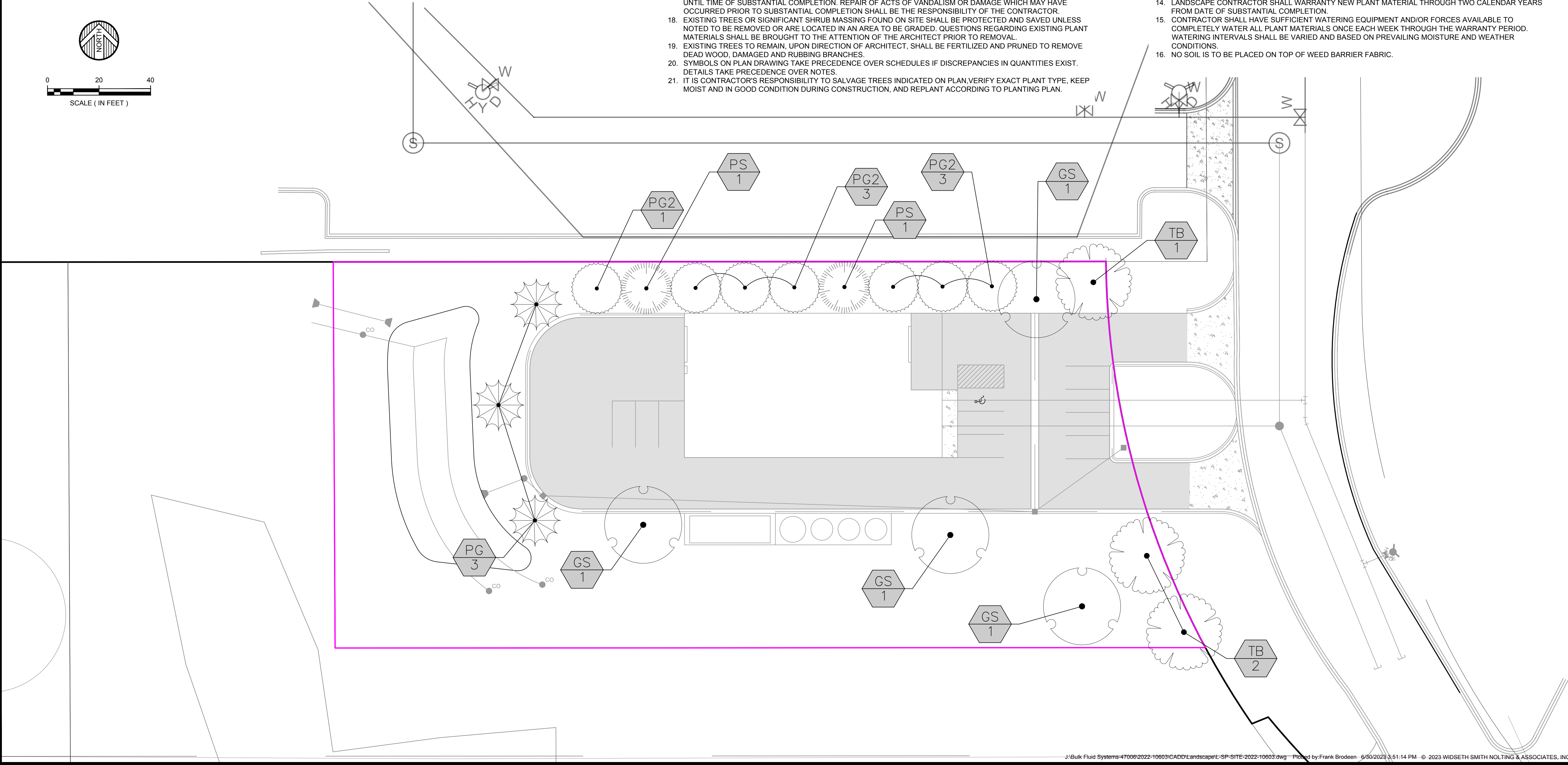


GENERAL NOTES

1. REMOVE ALL BURLAP FROM THE TOP OF ROOT BALL. REMOVE ALL GREEN TREATED BURLAP. REMOVE ALL PLANT IDENTIFICATION TAGS FROM ALL PLANT MATERIALS.
2. KEEP ALL PLANT MATERIALS MOIST AND SHADED UNTIL PLANTED.
3. FOR CONTAINER PLANTS: MAKE 4 TO 5 VERTICAL CUTS IN ROOT BALL AFTER PLANT HAS BEEN REMOVED. MAKE CUTS 1/2" DEEP. PLANT IMMEDIATELY.
4. SPREAD MULCH SO THAT IT IS NOT IN CONTACT WITH WOODY BASE OF PLANT.
5. MULCH AT BASE OF TREES 5'-0" DIAMETER RING WHERE TREES ARE LOCATED IN OPEN GRASS AREAS.
6. THESE NOTES ARE FOR GENERAL REFERENCE IN CONJUNCTION WITH DETAILS, ADDENDA AND CHANGE ORDERS ASSOCIATED WITH THE CONTRACT DOCUMENTS.
7. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION.
8. LANDSCAPE CONTRACTOR SHALL BECOME FAMILIAR WITH THE LOCATION OF ALL EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH WORK TO BE DONE.
9. FINE GRADING AND EDGING SHALL BE APPROVED PRIOR TO PLANTING OPERATIONS.
10. PLANT MATERIAL SHALL NOT BE INSTALLED IN AN AREA WHICH WILL CAUSE HARM TO ADJACENT STRUCTURES. NOTIFY THE ARCHITECT SHOULD CONFLICTS ARISE.
11. UNLESS OTHERWISE NOTED, FINISH GRADE OF PLANTING AREAS SHALL BE 2" BELOW ADJACENT PAVING. TAPER 3" DEPTH MULCH TOP DRESSING TO 1/2" BELOW ADJACENT PAVING (1 1/2" DEPTH) WITHIN 2" OF PAVING.
12. ALL EXISTING TREES, SHRUBS, VINES AND GROUND COVERS TO REMAIN SHALL BE PROTECTED. ANY DAMAGE CAUSED BY CONTRACTOR'S WORK OR NEGLIGENCE SHALL BE REPLACED OR REPAIRED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNER.
13. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
14. LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURB AND GUTTER, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO THESE ITEM SHALL BE REPAIRED AT NO COST TO OWNER.
15. UNDERGROUND SERVICES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT THROUGH ROOT SYSTEMS OF EXISTING TREES TO REMAIN.
16. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT MATERIALS ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO BEGINNING OF WORK.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF SUBSTANTIAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY HAVE OCCURRED PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
18. EXISTING TREES OR SIGNIFICANT SHRUB MASSING FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIALS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO REMOVAL.
19. EXISTING TREES TO REMAIN, UPON DIRECTION OF ARCHITECT, SHALL BE FERTILIZED AND PRUNED TO REMOVE DEAD WOOD, DAMAGED AND RUBBING BRANCHES.
20. SYMBOLS ON PLAN DRAWING TAKE PRECEDENCE OVER SCHEDULES IF DISCREPANCIES IN QUANTITIES EXIST. DETAILS TAKE PRECEDENCE OVER NOTES.
21. IT IS CONTRACTOR'S RESPONSIBILITY TO SALVAGE TREES INDICATED ON PLAN, VERIFY EXACT PLANT TYPE, KEEP MOIST AND IN GOOD CONDITION DURING CONSTRUCTION, AND REPLANT ACCORDING TO PLANTING PLAN.

PLANTING NOTES

1. LANDSCAPE CONTRACTOR SHALL LAY OUT PLANT MATERIAL PER PLAN AND FACE TO GIVE BEST APPEARANCE OR RELATION TO ADJACENT PLANTS, STRUCTURES OR VIEWS. CONTRACTOR TO OBTAIN APPROVAL FROM ARCHITECT PRIOR TO INSTALLATION.
2. PLANT LOCATIONS ARE DIAGRAMMATIC AND MAY BE ADJUSTED IN THE FIELD AT THE ARCHITECT'S REQUEST PRIOR TO INSTALLATION. OBTAIN APPROVAL OF PLANT LAYOUT FROM ARCHITECT PRIOR TO PLANTING.
3. ALL NEWLY PLANTED MATERIAL SHALL BE THOROUGHLY SOAKED WITH WATER WITHIN 3 HOURS OF PLANTING.
4. THIRTY DAYS AFTER PLANTING, CONTRACTOR SHALL RE-STAKE AND STRAIGHTEN TREES AS NECESSARY.
5. LANDSCAPE CONTRACTOR SHALL THOROUGHLY LOOSEN ANY COMPACTED SUBGRADES PRIOR TO PLACING TOPSOIL, TO A MINIMUM DEPTH OF 10". ROLL SUBGRADES TO PREVENT SETTLING.
6. CONTRACTOR WITH RE-USE EXISTING TOPSOIL FROM SITE AND BRING TO FINISH GRADE WITH 4" OF TOPSOIL IN ALL LAWN AREAS, AND 12" OF TOPSOIL IN ALL PLANTING BED NOT ADJACENT TO BUILDING.
7. LANDSCAPE CONTRACTOR SHALL REMOVE SOD, CONTAMINATED SOILS, MISCELLANEOUS WASTE MATERIALS FROM AREAS TO BE PLANTED AND SEEDED. CONTRACTOR SHALL LOOSEN COMPACTED SUBSOILS BY TILLING AND IMPORT NEW TOPSOIL AS REQUIRED TO RESTORE GRADES AND MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING. VERIFY FINAL LIMITS OF AREAS WITH ARCHITECT PRIOR TO COMMENCING OPERATIONS.
8. KEEP ALL PLANT MATERIALS MOIST AND SHADED UNTIL PLANTED.
9. NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS GRANTED BY THE ARCHITECT TO THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF BID.
10. PLANT MATERIALS TO BE INSTALLED PER PLANT DETAILS.
11. PLANT MATERIALS SHALL BE FERTILIZED UPON INSTALLATION WITH DRIED BONE MEAL, OR OTHER APPROVED FERTILIZER MIXED IN WITH THE PLANTING SOIL PER THE MANUFACTURER'S INSTRUCTIONS OR MAY BE TREATED FOR SUMMER AND FALL INSTALLATION WITH AN APPLICATION OF GRANULAR 10-0-5 OF 10 OZ. PER 2.0" CALIPER TREE AND 6 OZ. PER SHRUB.
12. PLANTING AREAS RECEIVING ANNUALS SHALL RECEIVE A MINIMUM OF 18" DEPTH OF PLANTING SOIL CONSISTING OF 45 PARTS TOPSOIL, 45 PARTS SCREENED COMPOST AND 10 PARTS SAND.
13. PERENNIAL AND SHRUB BEDS ARE TO RECEIVE APPLICATION OF PRE - EMERGENT HERBICIDE (PREEN OR APPROVED EQUAL) FOLLOWED BY 4" DEEP MULCH.
14. LANDSCAPE CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL THROUGH TWO CALENDAR YEARS FROM DATE OF SUBSTANTIAL COMPLETION.
15. CONTRACTOR SHALL HAVE SUFFICIENT WATERING EQUIPMENT AND/OR FORCES AVAILABLE TO COMPLETELY WATER ALL PLANT MATERIALS ONCE EACH WEEK THROUGH THE WARRANTY PERIOD. WATERING INTERVALS SHALL BE VARIED AND BASED ON PREVAILING MOISTURE AND WEATHER CONDITIONS.
16. NO SOIL IS TO BE PLACED ON TOP OF WEED BARRIER FABRIC.



WIDSETH

ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DATE: NOVEMBER 2022
SCALE: AS SHOWN
DRAWN BY: RSH
CHECKED BY: JER

DATE: 11/18/2022
REVISIONS: DESCRIPTION
PRELIM PUD APPLICATION SUBMITTAL

BY: FEB

BULK FLUID SYSTEMS

INVER GROVE HEIGHTS, MN

LANDSCAPE PLAN

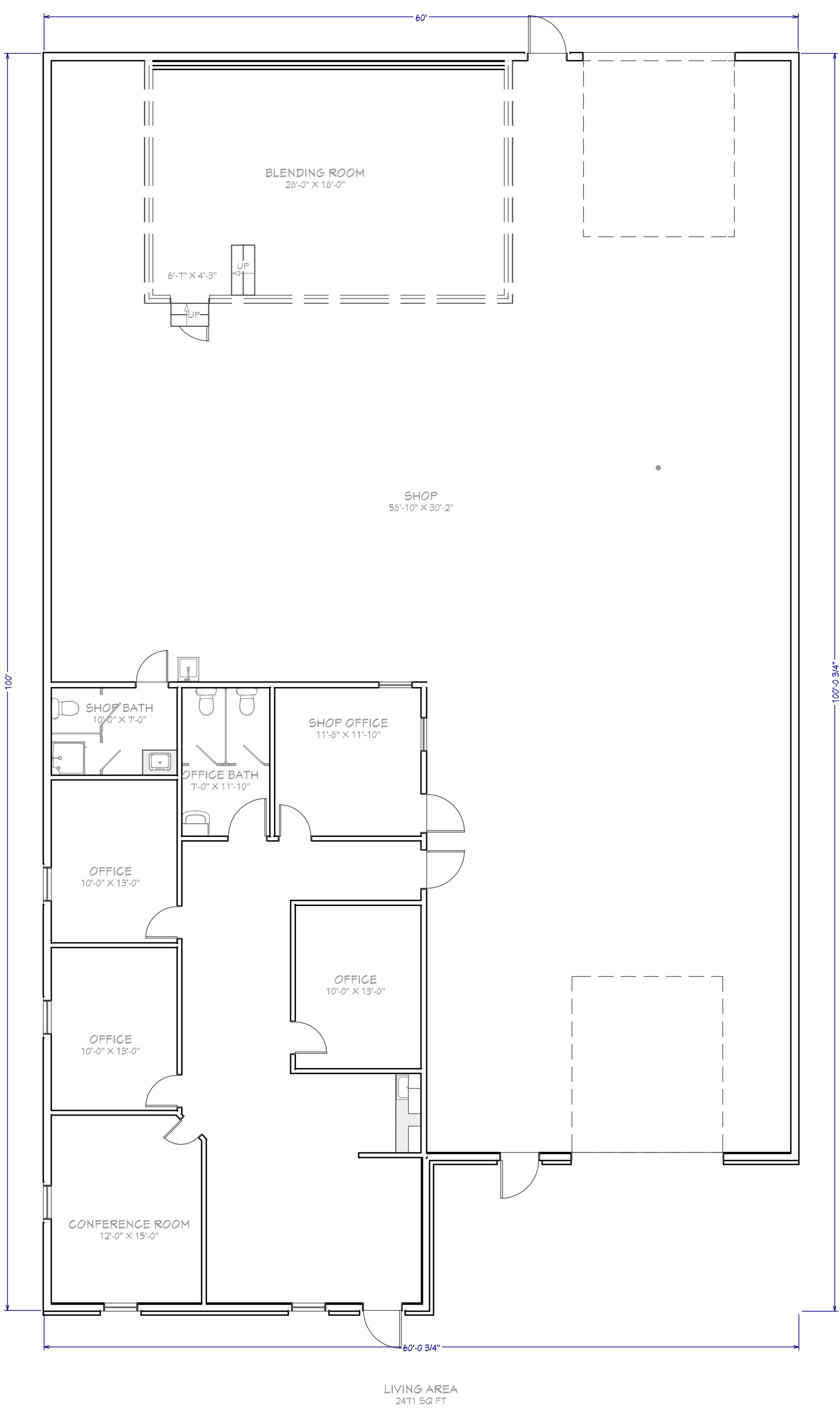
SHEET NO. 10.0

SHEET 13 of 13

DATE: 11/18/2022
LIC NO. 59038

DATE: 11/18/2022
LIC NO. 59038

J:\Bulk Fluid Systems\47006\2022-10603\CADD\Landscapel\SP-SITE-2022-10603.dwg Plotted by: Frank Brodeen 6/30/2023 3:51:14 PM © 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.



Layout Page Table			
Label	Title	Description	Comments
P-0	Project Overview		
P-1	Building Overview		
P-2	Framing		
E-1	Electrical Layout		
M-1	Plumbing Layout		

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

Bulk Fluid Systems
New Shop Build

Project Overview

DRAWINGS PROVIDED BY:
Roost Carpentry, LLC

DATE:

8/3/2022

SCALE:

SHEET:

P-0



From: [Phil Owens](#)
To: [Heather Botten](#)
Cc: [Phil Owens](#); [Steve Johnson](#)
Subject: RE: plan review- bulk fluid
Date: Monday, September 12, 2022 2:08:28 PM

Hello Heather,
Here are the Fire comments for the Bulk Fluid Systems project.

This project involves the manufacture and storage of windshield washer fluids.
In some configurations this product can be classified as a flammable liquid.

The building will likely be classified as an H-3 Occupancy Type (High Hazard).
The building is required to be fully protected by a Fire Sprinkler System in accordance with this hazard

The indoor storage requirements for the flammable liquids will be dependent upon the storage configuration that they utilize
on pallets, in Racks or as high piled storage,

They are proposing to store flammable liquids outdoors in four aboveground tanks.

1 @ 20,000-gallons for Methanol, a Flammable Liquid
2 @ 9,000-gallons for Windshield Wash Fluid, a Flammable Liquid
1 @ 2,500 - gallons for windshield washing fluid, a Flammable Liquid

Outdoor Flammable Liquids storage in aboveground tanks in these quantities is presently Prohibited by the Zoning Code.

If the zoning requirements are amended for this property to permit the aboveground, outdoor storage of Flammable Liquids in these quantities,
The aboveground tanks must be provided with secondary containment.
In addition, the tanks would be required to have a separation distance of 40 feet from property lines, buildable lots, and public ways
and 10 feet distance from significant buildings on the same property.

Thank you ...
Phil

From: Heather Botten <hbotten@ighmn.gov>
Sent: Thursday, September 8, 2022 2:15 PM
To: Phil Owens <powens@ighmn.gov>
Subject: RE: plan review- bulk fluid

**5-3)RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 15, 2023

SUBJECT:

Consider a Comprehensive Plan Amendment, Rezoning from I-1, Limited Industrial to I-2/PUD, General Industrial/Planned Unit Development; and a Preliminary & Final Plat for a two-lot subdivision; and Preliminary & Final PUD Plan for a 5,600 square industrial building on property located at 8245 Argenta Trail. (Bulk Fluid Systems – Case No. 23-29S) Item was tabled at the Tuesday, July 18, 2023, Planning Commission meeting.

Presentation of Request

City Planner Hunting presented a review summary of the staff report.

Planning Commission Discussion

Commissioner Weber recused himself from this item and took a seat in the audience.

Public Hearing (Stayed Open from July 18, 2023)

Chris Wilke, 820 Concord Street North, So. St. Paul, President, Bulk Fluid Systems, Applicant, stated that he apologizes for missing the July 18, 2023, Planning Commission meeting. Bulk Fluid Systems was started in 1998 by his father and supplies windshield wiper fluid to gas stations for bulk use. Minnesota is the company's largest market. The company is rather small and has only 11 employees. Two tanker trucks and a couple of pick-up trucks are used to service and install. So, there will not be a lot of traffic. The company is very conscientious about spills. Explains how the methanol breaks down. The request for the larger tank size is so that the trucks do not need to come onsite as often. That size isn't ideal to place inside the building, but rather outside. The tanks will be installed by a licensed contractor and inspected by the Fire Marshal. They have never had a tank spill. The employees follow a process to avoid spilling access liquid when distributing from tank to truck.

Commissioner Teiken questioned where tanks are located at their other locations. Mr. Wilke stated that they are located outside and have similar setups.

Commissioner Clancy questioned if a bollard system will be used around the tanks to prevent any clashes with the trucks. Mr. Wilke stated that there will be a solid bollard wall with screening.

Commissioner Schaefer inquired what the risks would be for the nearby neighborhood. Mr. Wilke stated that the chance of an explosion is small, because of the required safety standards that are all followed. It's ventilated properly and all City and State guidelines are followed.

Commissioner Schaefer inquired what would entail if the 25,000-gallon tank exploded. Mr. Wilke stated that would be difficult to imagine because of the safety standards put in place. A malicious act would have to be done for that to happen. Commissioner Schaefer inquired if the vapors would have an impact on the surrounding animals and residents. Mr. Wilke stated that methanol is a simple alcohol, and our earth is set up to break it down within days. There is no smell to it, and there would be no effects to neighbors. You would have to be in extremely close contact, inhaling and you would get dizzy.

Commissioner Heidenreich stated that there are additional sprinklers and fire hydrant required by the Fire Marshal, and questioned is there a reason the hydrant cannot be located on your

own property. Mr. Wilke stated that he would be happy to accommodate and move the location of the fire hydrant. Hunting stated that the existing water utilities are located on the east side of the road, that would be why the hydrant is located where it is located.

Motion by Teiken, Second by Clancy, to accept the three received resident emails onto the agenda and minutes for the meeting.

Ayes: 8

Nays: 0 Motion carried.

Jonathan Weber, 10394 Andrea Trail, stated that he would like to request that the fire hydrant be moved off the cemetery property.

Ralph Taylor, 8334 Argenta Trail, stated that there are residents that live about 600 feet from the proposed tanks. HUD specifications recommend that tank storage be one mile from residents. There are other properties within Inver Grove Heights that are less populated and would be a better option.

Chair Niemioja questioned if it is a HUD law or recommendation that we are not aware of.

Hunting stated that it must be a recommendation, as HUD doesn't have regulatory authorization. Niemioja questioned whether the applicant had looked at other available properties throughout the City of Inver Grove Heights and maybe located closer to the refinery.

Mr. Wilke stated that two years ago along with the City Fire Marshal they started to look at different properties. This site works well because their mechanic is the current owner of the property.

Elizabeth Peterson, 33 Summit Court, St. Paul, questioned why this location and so close to other residents. There are many different properties available throughout Minnesota that are not located next to a residential neighborhood in case something bad happened. Ms. Peterson held a sign that read "Flammable liquids and families don't mix".

Monica Pitterle, 9096 Altman Court, stated that six or eight additional employees will not have an impact on the neighborhood traffic. The addition of tanker trucks may have an impact on the flow. Ms. Pitterle read from a google search that methanol is very toxic to inhale and poisonous.

Marta Haynes, 9408 Aladin Trail, stated that she lives in the neighborhood and boards her horse at nearby RM Ranch. Surprised that the risk of having the tanks at this location and so close to residential properties, that there has to be some sort of economic impact. Ms. Haynes stated that she appreciated Commissioner Schaefers' comment on how would you comfort a horse owner, and the explanation that was given from the applicant for that question wasn't comforting. The HUD recommendation will hopefully be taken into consideration.

Kassandra Fries, 7920 Alberta Way, stated that the location is their homes. Would like to know what the City's future plans are. Would like to see this area stay preserved. If the zoning is changed for this application, could see future properties change zoning as well.

Sarah Myer, 1712 82nd Street West, stated that there is concern for the vapor that will be in the air and the unknown fumes. What if the methanol gets into their well water, they don't test the well every year and would possibly not know right away.

Chris Wilke, 820 Concord Street North, So. St. Paul, Applicant, stated that methanol is dangerous to humans and is a toxic chemical. The Department of Transportation requires if there is a spill of 800 gallons of pure methanol, that it is reported, and the Minnesota Pollution Control Agency has stricture requirements on spills and reporting. The company has safety policies that are submitted to the Fire Marshal and to the Minnesota Pollution Control Agency.

Liz Dylan, 3630 Winter Drive, Eagan, stated that she is not a resident but that her horses are boarded at RM Ranch in Inver Grove Heights. Concerned about rezoning, and how that could open doors.

Public Hearing closed at 7:48 p.m.

Planning Commission Discussion

Chair Niemioja stated that gas tanks are located near residential properties, seems similar, people know that they shouldn't smell the gas tanks or light a match because they will blow up. Would suggest to City Council that the application be pending on approval of further review by the potential risk from the City Engineer.

Commissioner Clancy stated that going to the far reach of the potential of something catastrophic happening. The Rezoning wouldn't be out of character for this site, with the zoning of the surrounding sites. Would support approval of the application.

Commissioner Wippermann stated that he is not in support of approving, because after the Rezoning there is no limit of how many gallons can be stored on site.

Commissioner Heidenreich stated that he is in favor. The prevailing winds run north and west and would then blow anything over unpopulated parcels. Methane does dissipate very quickly. Lives near the refinery and would feel safe living near this site as well.

Commissioner Schaefer stated that there are concerns about the rezoning and that the buffer between the existing industrial and residential properties would be removed. The economic advantage to the applicant is the reason he is selecting this parcel and not looking at parcels located further away from residents.

Commissioner Teiken stated that the parcel is already zoned industrial, and the rezoning is only going up one industrial zone. But concerned about what Commissioner Wippermann stated on that there is no limit to the gallons of tanks on the property.

Commissioner Presley stated that she agrees the parcel is already industrial and moving the zoning up industrial, she would approve.

Commissioner Twedt stated that the Fire Department has been consulted, and do not have concerns. Supports this reasonable request.

Planning Commission Recommendation

Motion by Clancy, Second by Presley, to Approve the Comprehensive Plan Amendment, Rezoning, Preliminary & Final Plat, and Preliminary & Final PUD with conditions listed in the staff report, plus review moving the fire hydrant from the east side of Auburn Path to the west side of Auburn Path.

Ayes: 5

Nays: 3 Teiken, Schaefer, Wippermann. Motion carried.

Methanol Storage Inver Grove Heights

The ALChE, an international organization dedicated to chemical engineering, notes that OSHA and NFPA “recommend at least 35 ft (10.7 m) of distance between hot work and flammable vapors.”ⁱ You can safely have heat sources 36 feet or more from the storage tank. Vapors will not ignite.

OSHA states that “Category 3 flammable liquids may be used only where there are no open flames or other sources of ignition within 50 feet of the operation.”ⁱⁱ Methanol vapors disperse and will not ignite.

Methanol poses no “significant hazard for aquatic or terrestrial life, except in the case of a spillage. Contamination of soil, water and the atmosphere can be avoided by proper methods of storage, handling, transport and waste disposal.”ⁱⁱⁱ All tanks are installed by licensed contractor and inspected by fire marshal in accordance with NFPA.

HUD Exchange Acceptable Separation Distance Tool demonstrates that for a Diked area of 40 feet by 20 feet, an above ground storage tank would require 141 feet of separation to meet the minimum standard for a HUD project.^{iv}

 HUD EXCHANGE

Programs ▾Resources ▾

Note: Tool tips, containing field specific information, have been added in this tool and may be accessed by hovering over the ASD result fields with the mouse.

Acceptable Separation Distance Assessment Tool

Is the container above ground?	Yes: ☒ No: ☐
Is the container under pressure?	Yes: ☐ No: ☒
Does the container hold a cryogenic liquified gas?	Yes: ☐ No: ☐
Is the container diked?	Yes: ☒ No: ☐
What is the volume (gal) of the container?	
What is the Diked Area Length (ft)?	40
What is the Diked Area Width (ft)?	20
Calculate Acceptable Separation Distance	
Diked Area (sqft)	800
ASD for Blast Over Pressure (ASDBOP)	
ASD for Thermal Radiation for People (ASDPPU)	
ASD for Thermal Radiation for Buildings (ASDBPU)	
ASD for Thermal Radiation for People (ASDPNPD)	140.93
ASD for Thermal Radiation for Buildings (ASDBNPD)	23.96

ⁱ Process Safety Beacon: Perform Hot Work at Safe Distance;

<https://www.aiche.org/resources/publications/cep/2020/august/process-safety-beacon-perform-hot-work-safe-distance#:~:text=The%20U.S.%20Occupational%20Safety%20and,hot%20work%20and%20flammable%20vapors.>

ⁱⁱ Handling liquids at point of final use: OSHA [https://www.osha.gov/laws-](https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.152#:~:text=Category%201%2C%202%2C%20or%203%20flammable%20liquids%20may%20be%20used,unless%20conditions%20warrant%20greater%20clearance.)

[regs/regulations/standardnumber/1926/1926.152#:~:text=Category%201%2C%202%2C%20or%203%20flammable%20liquids%20may%20be%20used,unless%20conditions%20warrant%20greater%20clearance.](https://www.osha.gov/laws-regs/regulations/standardnumber/1926/1926.152#:~:text=Category%201%2C%202%2C%20or%203%20flammable%20liquids%20may%20be%20used,unless%20conditions%20warrant%20greater%20clearance.)

ⁱⁱⁱ “Health and Safety Guide” IPCS International Programme on Chemical Safety,

<https://inchem.org/documents/hsg/hsg/v105hsg.htm#PartNumber:5> Section 5. How

^{iv} Acceptable Separation Distance Tool, HUD EXCHANGE:

<https://www.hudexchange.info/programs/environmental-review/asd-calculator/>

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

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION THAT PORTION OF LOT 1, BLOCK 1, INVER HILLS MEMORIAL CEMETERY WHICH IS BEING REPLATTED AS LOT 2, BLOCK 1, FLOERKE FOREST FROM LI, LIGHT INDUSTRIAL TO GI, GENERAL INDUSTRIAL

**CASE NO. 23-29S
(Bulk Fluids)**

WHEREAS, an application has been submitted to amend the future land use map in the City of Inver Grove Heights' Comprehensive plan to reguide the land use designation of that portion of Lot 1, Block 1, Inver Hills Memorial Cemetery which is being replatted as Lot 2, Block 1, Floerke Forest from LI, Light Industrial to GI, General Industrial for the real property (Property) legally described as:

That portion of That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1, Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

WHEREAS, an amendment to the City's Comprehensive Plan may be approved by the City Council on an affirmative vote of 4/5ths of the Council per Minn. Stat. Sec. 462.355, subd. 3;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the application on August 15, 2023, held a public hearing regarding the application following posted and published notice of the same;

WHEREAS, following a review of the Application, the change to the City's Comprehensive Plan Land Use Plan was found by the City Council to be a positive development direction for this part of the City and have a positive impact on the health, safety, and general welfare of the citizens of the community and the surrounding land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the application for a Comprehensive Plan Map Amendment amending the City's future land use plan to reguide that portion of Lot 1, Block 1, Inver Hills Memorial Cemetery being replatted as Lot 2, Block 1, Floerke Forest, from LI, Light Industrial to GI, General Industrial is hereby **APPROVED** subject to the following conditions:

1. The comprehensive plan land use change shall not become effective until reviewed by the Metropolitan Council and the following have occurred:
 - a) The final plat for the plat of Floerke Forest has been approved by the City and recorded with Dakota County; and
 - b) The final planned unit development plans for the development of Lot 2, Block 1, Floerke Forest have been approved by the City Council.
2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. 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.
4. Approval of this comprehensive plan amendment shall automatically terminate, expire, and be of no further effect if all of the conditions identified above have not been satisfied within one (1) year of the date of adoption of this Resolution.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

RESOLUTION DENYING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION OF A THAT PORTION OF LOT 1, BLOCK 1, INVER HILLS MEMORIAL CEMETERY WHICH IS BEING REPLATTED AS LOT 2, BLOCK 1, FLOERKE FOREST FROM LI, LIGHT INDUSTRIAL TO GI, GENERAL INDUSTRIAL

**CASE NO. 23-29S
(Bulk Fluids)**

WHEREAS, an application has been submitted to amend the future land use map in the City of Inver Grove Heights' Comprehensive plan to reguide the land use designation of that portion of Lot 1, Block 1, Inver Hills Memorial Cemetery which is being replatted as Lot 2, Block 1, Floerke Forest from LI, Light Industrial to GI, General Industrial for the real property (Property) legally described as;

that portion of That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1 Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

WHEREAS, an amendment to the City's Comprehensive Plan may be approved by the City Council on an affirmative vote of 4/5ths of the Council per Minn. Stat. Sec. 462.355, subd. 3;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the application on August 15, 2023, held a public hearing regarding the application following posted and published notice of the same;

WHEREAS, following a review of the Application, the change to the City's Comprehensive Plan Land Use Plan was found by the City Council to be contrary to the development direction for this part of the City and inconsistent with the existing and proposed land uses in the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the application for a Comprehensive Plan Map Amendment amending the City's future land use plan to reguide that portion of Lot 1, Block 1, Inver Hills Memorial Cemetery being replatted as Lot 2, Block 1, Floerke Forest from LI, Light Industrial to GI, General Industrial is hereby **DENIED** based on the following findings of fact:

1. The City's existing comprehensive plan, which was adopted relatively recently, represents the best vision for the future land use for the Property and the City at this time.
2. The proposed amendment to the Comprehensive Plan would disrupt the land use pattern envisioned by the adopted Plan for this particular area and create a series of impacts on other properties and land uses.
3. The City's circumstances and vision have not changed measurably in any way to support the impact to the Comprehensive Plan that would be effectuated by the proposed amendment.
4. The proposed comprehensive plan amendment would not have a positive impact on the health, safety, and general welfare of the citizens of the community and the surrounding land.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, 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. 23-29S
(Bulk Fluids)**

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 (the "Property") located within the City of Inver Grove Heights from I-1, Limited Industry District to I-2, General Industry District to wit:

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1, Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

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 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. The rezoning of the Property from I-1, Limited Industry District to I-2,

General Industry District shall only become effective when the comprehensive plan amendment regarding the Property from LI, Light Industrial to GI, General Industrial approved in Resolution No. _____ becomes effective. If the comprehensive plan amendment expires or otherwise does not become effective, then this contingent rezoning shall terminate and be of no further effect.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Enacted and ordained into an Ordinance this _____ day of _____, 2023.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION DENYING A REZONING OF A PORTION OF LOT 1, BLOCK 1, INVER HILLS
MEMORIAL CEMETERY FROM I-1, LIMITED INDUSTRY DISTRICT TO I-2, GENERAL
INDUSTRY DISTRICT**

**CASE NO. 23-29S
(Bulk Fluids)**

WHEREAS, an application has been submitted to rezone the property legally described below (the "Property") from I-1, Limited Industry District to I-2, General Industry District for the real property (Property) :

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1, Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

WHEREAS, an amendment to the City's Zoning Map may be approved by the City Council on an affirmative vote of 3/5ths of the Council;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the application on August 15, 2023, held a public hearing regarding the application following posted and published notice of the same;

WHEREAS, following a review of the Application, the change to the City's Zoning Map was found by the City Council to be contrary to the development direction for this part of the City and inconsistent with the existing and proposed land uses in the area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, that the application to rezone the Property from I-1, Limited Industry District to I-2, General Industry District is hereby denied based on the following findings of fact:

1. The proposed rezoning is inconsistent with the existing LI, Light Industrial comprehensive plan guiding for the Property.
2. The City's existing zoning map, along with the comprehensive plan, which was adopted relatively recently, represents the best vision for the future land use for the Property and the City at this time.
3. The proposed amendment to the zoning designation would disrupt the land use pattern envisioned by the adopted Plan for this particular area and create a series of impacts on other properties and land uses.
4. The City's circumstances and vision have not changed measurably in any way to support the impact to the Zoning Map that would be effectuated by the proposed amendment.
5. The proposed rezoning would not have a positive impact on the health, safety, and general welfare of the citizens of the community and the surrounding land.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2023.

Ayes:

Nays:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 23-

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT TO BE KNOWN AS
FLOERKE FOREST**

**CASE NO. 23-29S
(Bulk Fluids)**

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

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

And

That part of Lot One, Block One, INVER HILLS MEMORIAL CEMETERY, according to the recorded plot thereof on file in the office of the County Recorder, Dakota County, Minnesota lying north of the following described line: Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 310.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 600.00 feet and there terminating, lying south of the following described line: Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 502.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 500.00 feet and there terminating, and lying west of the following described line: Commencing at the northwest corner of said Lot One (1); thence easterly along the north line of said Lot One(1), a distance of 433.00 feet, to the point of beginning of the line to be described; thence on a bearing of South,

parallel with the west line of said Lot One (1), a distance of 810.60 feet; thence southeasterly along a 322.41foot radius tangential curve, concave to the northeast, central angle 36 degrees 56 minutes 12 seconds a distance of 207.85 feet to the aforescribed 600.00 foot long line which forms the south line of the herein described parcel, and there terminating"

WHEREAS, a public hearing concerning the preliminary plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 15, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat of Floerke Forest are hereby approved subject to the following conditions:

1. The Plat shall be updated to reflect the current owner of the property.
2. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works, including any additional required easements for stormwater ponding.
3. Owner and Developer shall enter into a Development Contract in a form and with terms approved by the City Council prior to release of the plat for recording, which shall include park dedication fees consisting of a cash contribution equaling \$5,000 per acre for Lot 2.
4. Owner/Developer shall be required to enter into a stormwater facilities maintenance agreement for any on-site stormwater facilities as required by the City Engineer, along with any other related agreements required by the City Code and City Attorney.
5. A 30 foot wide trail easement for a regional county trail shall be conveyed to Dakota County along the western 30 feet of the entire plat. This document shall be recorded with the final plat.

Passed this _____ day of _____, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 23-

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PUD DEVELOPMENT PLAN
FOR A 5,600 SQUARE FOOT INDUSTRIAL BUILDING AND RELATED IMPROVEMENTS
LOCATED ON THE PROPERTY TO BE REPLATTED AS LOT 2, BLOCK 1 FLOERKE
FOREST**

**CASE NO. 23-29S
(Bulk Fluids)**

WHEREAS, a preliminary and final PUD development plan application for the construction of a 5,600 square foot industrial building and related improvements (the "Development") has been submitted to the City for property legally described as:

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1, Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

WHEREAS, a public hearing concerning the preliminary and final PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 15, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS that, the Preliminary and final PUD development plan for the planned development of Lot 2, Block 1, Floerke Forest is hereby approved subject to the following conditions:

1. The Development shall be developed in substantial conformance with the final plat of Floerke Forest and the development plans prepared by Widseth and dated 11/18/2022 Bulk Fluid Systems – PUD Plans which are hereby approved and are on file with the City. The final list of approved plans and date of plans shall be identified in the development contract for the Plat of Floerke Forest.
2. The PUD shall be approved with the following flexibility from code:
 - a) a zero front setback for the parking lot due to the extra wide right of way width for Auburn Path at this location.
 - b) a contiguous open space corridor width of 20 feet at its narrowest point.
3. Prior to city council approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.
5. Park dedication shall consist of a cash contribution equaling \$5,000 per acre for Lot 2, Block 1, Floerke Forest.
6. A 30 foot wide trail easement for the county regional trail shall be conveyed to Dakota County along the western 30 feet of the entire plat. This document will be recorded with the final plat.
7. All plans shall be subject to the review, approval, and amendment as required by the Fire Marshal.
8. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within Lot 2, Block 1, Floerke Forest 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.
9. The Developer and Owner shall enter into a development contract and storm water maintenance agreement with the City, and such other agreements as may be required by the City Code or City Attorney.
10. The Development shall be subject to the conditions of the 1997 Joint Powers Agreement between the City of Inver Grove Heights and /Eagan .

Passed this ____ day of _____, 2023.

AYES:

NAYS:

Resolution No. _____

Page 3

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 23-

**A RESOLUTION DENYING A PRELIMINARY AND FINAL PUD DEVELOPMENT PLAN FOR
A 5,600 SQUARE FOOT INDUSTRIAL BUILDING AND RELATED IMPROVEMENTS
LOCATED ON THE PROPERTY TO BE REPLATTED AS LOT 2, BLOCK 1, FLOERKE
FOREST**

**CASE NO. 23-29S
(Bulk Fluids)**

WHEREAS, a preliminary and final PUD development plan application for the construction of a 5,600 square foot industrial building and related improvements (the "Development") has been submitted to the City for property legally described as;

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows: Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12 minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

Said portion of Lot 1, Block 1, Inver Hills Memorial Cemetery is being replatted as Lot 2, Block 1, Floerke Forest.

WHEREAS, a public hearing concerning the preliminary and final PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 15, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and final PUD development plan for the planned development of Floerke Forest is hereby denied based on the following findings of fact:

- a) The proposed use of manufacturing with outside storage tanks over 1,000 gallons of flammable liquid is only allowed in the I-2 zoning district.
- b) City Council denied the request to rezone the property to I-2. Therefore, the proposed use is not allowed on the property which is currently zoned I-1, and the PUD plan to allow the Development with the proposed use identified above cannot be approved as such proposed use would violate the City's zoning ordinance.

Passed this _____ day of _____, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

KNOW ALL PERSONS BY THESE PRESENTS: That Floerke Investment L.L.C., a Minnesota limited liability company, fee owners of the following described property:

That part of the South 310 feet of Lot 1, Block 1, INVER HILLS MEMORIAL CEMETERY lying West of a line which is 60 feet West of and parallel with the line described as follows:Commencing at a point at the Southeast corner of the North 150 feet of the West 493 feet of said lot; thence on an assumed bearing of South parallel with the West line of said lot 663.13 feet to the point of beginning of the line to be described; thence Southeasterly along a tangential curve concave to the Northeast, radius 220 feet, central angle 48 degrees 12 minutes 12 seconds 185.09 feet; thence Southeasterly along a reverse curve concave to the Southwest, radius 193.50 feet, central angle 44 degrees 00 minutes 03 seconds 148.60 feet; thence Southerly along a reverse curve concave to the East, radius 379.50 feet, central angle 14 degrees 32 minutes 07 seconds 96.27 feet; thence South 18 degrees 44 minutes 16 seconds East tangent to the last described curve to the Southeasterly line of said Lot 1 and thence terminating.

And

That part of Lot One, Block One, INVER HILLS MEMORIAL CEMETERY, according to the recorded plot thereof on file in the office of the County Recorder, Dakota County, Minnesota lying north of the following described line: Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 310.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 600.00 feet and there terminating, lying south of the following described line:

Commencing at the southwest corner of said Lot One (1); thence on an assumed bearing of NORTH, along the west line of said Lot One (1), a distance of 502.00 feet to the point of beginning of the line to be described; thence South 89 degrees 44 minutes 38 seconds East, 500.00 feet and there terminating, and lying west of the following described line:

Commencing at the northwest corner of said Lot One (1); thence easterly along the north line of said Lot One (1), a distance of 433.00 feet, to the point of beginning of the line to be described; thence on a bearing of South, parallel with the west line of said Lot One (1), a distance of 810.60 feet; thence southeasterly along a 322.41 foot radius tangential curve, concave to the northeast, central angle 36 degrees 56 minutes 12 seconds a distance of 207.85 feet to the aforedescribed 600.00 foot long line which forms the south line of the herein described parcel, and there terminating.

Has caused the same to be surveyed and platted as FLOERKE FOREST, and does hereby dedicate to the public for public use forever the the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Floerke Investments, L.L.C., a Minnesota limited liability company, has caused these presents to be signed by it's proper officer this ____ day of _____, 20____.

SIGNED:

Robert C. Floerke, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____,by Robert C. Floerke, President, Floerke Investments, L.L.C., a Minnesota limited liability company, on behalf of the company.

(Signature)

(Print Notary's Name)
Notary Public, Minnesota
My Commission Expires on 1/31/20____

I Kelly L. Jordan do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been or will be correctly set within one year; all water boundaries and wet lands as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____

Kelly L. Jordan, Land Surveyor
Minnesota Licensed No. 42648

STATE OF MINNESOTA
COUNTY OF CHISAGO

This instrument was acknowledged before me, this ____ day of _____, 20____
by Kelly L. Jordan, a Licensed Land Surveyor.

Notary Public, Minnesota
My Commission Expires 1/31/20____

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA

Approved by the planning Commission of the City of Inver Grove Heights, Minnesota, this ____ day of _____, 20____

By: _____, Chair

Attest: _____, Secretary

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

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

By: _____, Mayor

Attest: _____, City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 20____, the Board of Commissioners of Dakota County, Minnesota approve this plat of FLOERKE FOREST, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03 , Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____
Chair, Dakota County Board

Attest: _____
Dakota County Treasurer - Auditor.

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

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

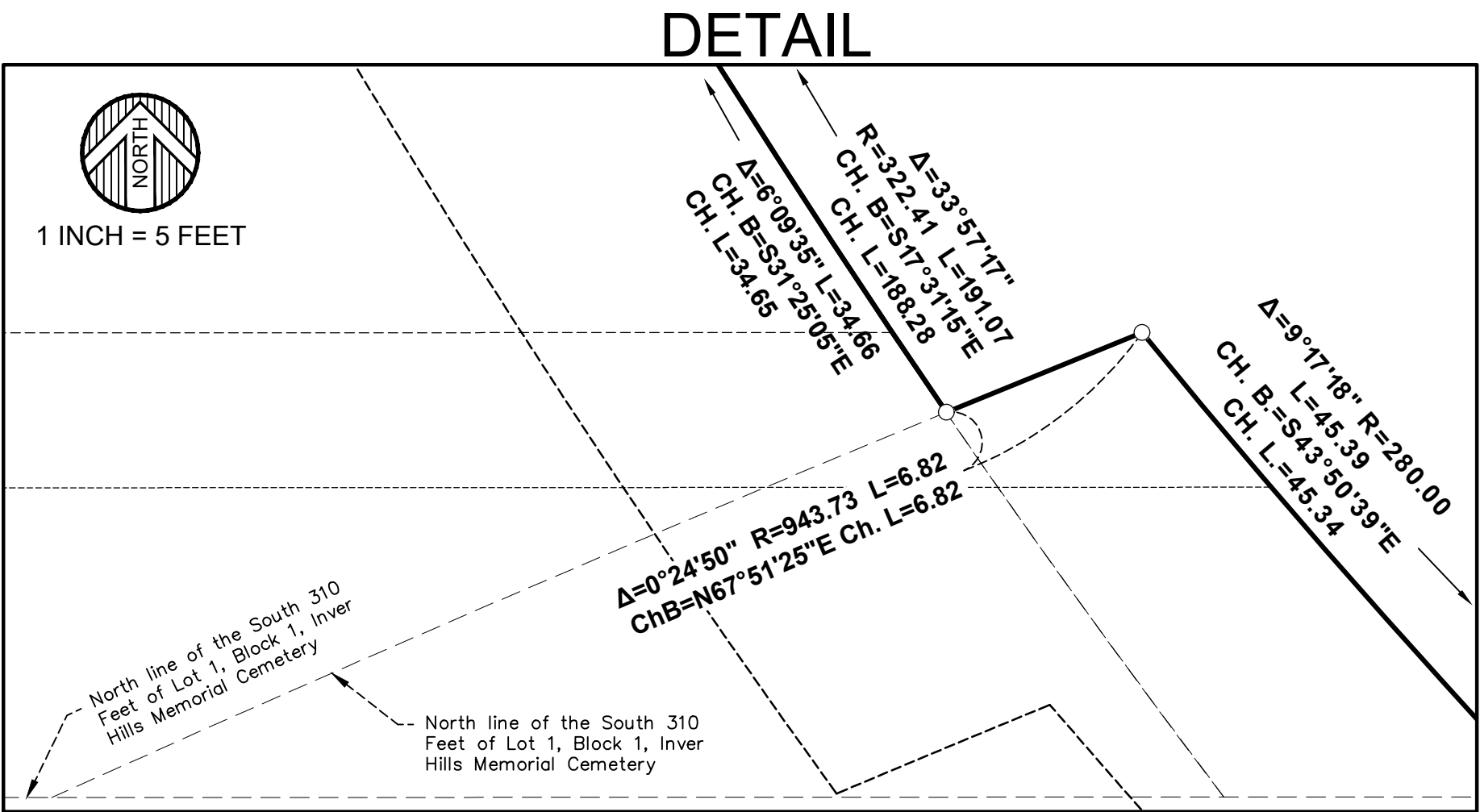
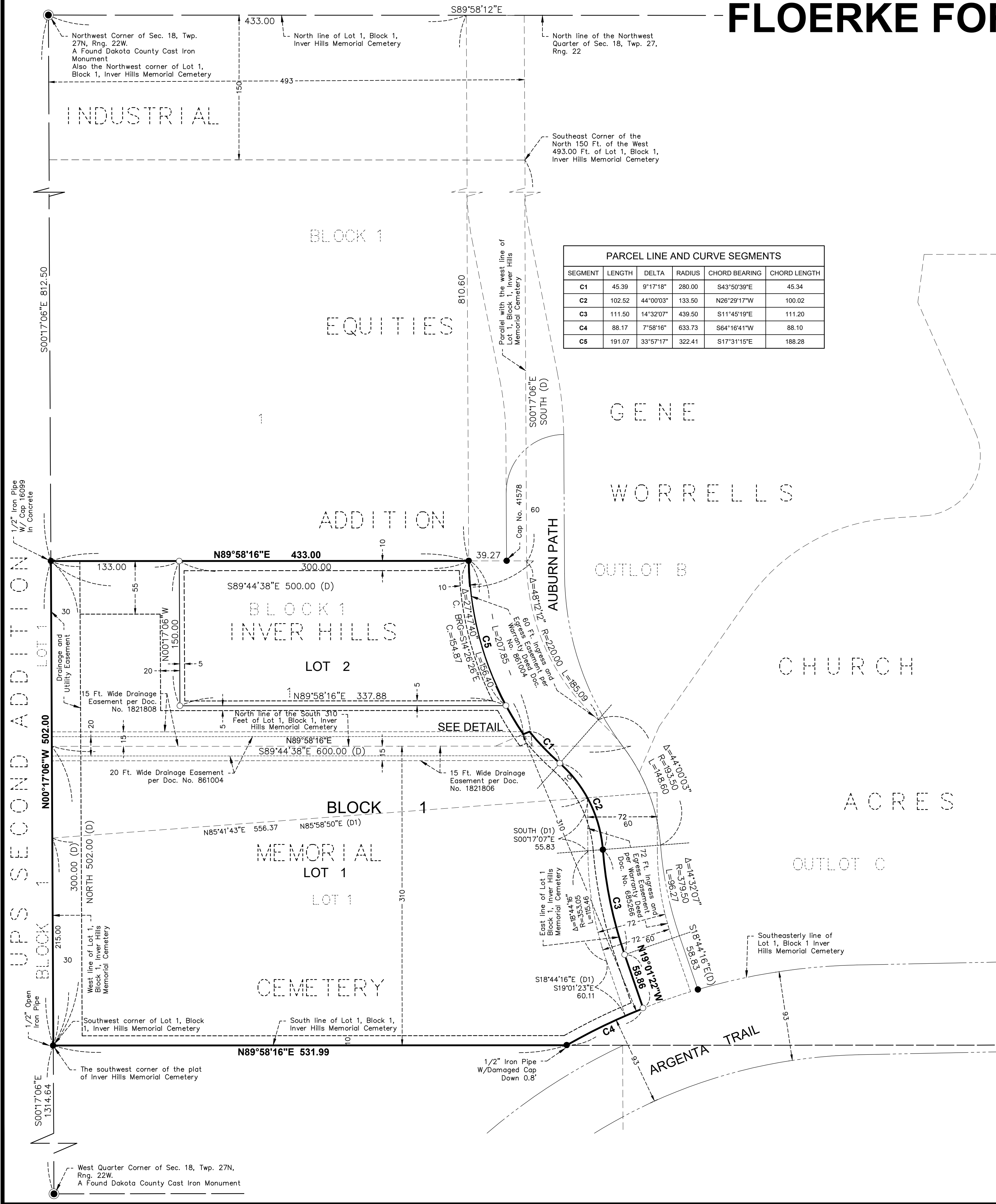
By: _____
Amy K Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat FLOEKRE FOREST was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at _____ o'clock ____ .M. and was duly filed in Book _____ of Plats, page ____ as Document No. _____

By: _____
Amy A. Koethe, County Recorder

FLOERKE FOREST

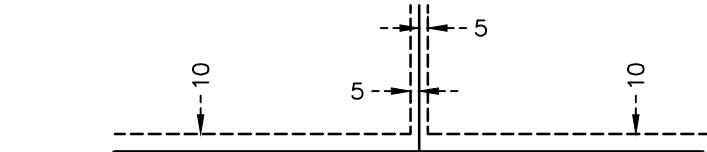


0 60 120
1 INCH = 60 FEET

For the purposes of this plat the west line of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota is assumed to bear N00°17'06"E

- DENOTES A FOUND DAKOTA COUNTY CAST IRON MONUMENT
- DENOTES A FOUND 1/2 INCH IRON PIPE MONUMENT WITH CAP 16099 UNLESS OTHERWISE SHOWN
- DENOTES A SET 1/2 INCH X 14 INCH IRON PIPE SET AND MARKED WITH MINNESOTA LICENSE NO. 42648 (MONUMENTS TO BE SET WITHIN ONE YEAR AFTER RECORDING OF THIS PLAT)
- (D) DENOTES DEED BEARING AND DISTANCE
- (D1) DENOTES BEARING IN WARRANTY DEED DOC. NO. 685266

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND EXTERIOR LOT LINES, AND 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.



Request for Council Action

SUBJECT: **Final Plat, Final PUD Development Plan, Easement Vacation, Development Agreement and Related Agreements for Phase 2 of Robert Curve 5th Addition, located at Diffley Court and Hwy 3.**

MEETING DATE: September 25, 2023
ITEM TYPE: Regular Business
CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider the resolutions of approval for the Final Plat and Final PUD Development Plan for Phase 2, along with related development agreements and a resolution vacating certain easements.

- Requires 3/5ths vote
- 60-day Deadline: October 6, 2023 (first 60 days)

BACKGROUND

The Council approved the plat of Phase 1 of this project (Robert Curve Fourth Addition), which consists of 45 townhome units, on July 10, 2023.

Phase 2 of the project (Robert Curve Fifth Addition) consists of the balance of the site with the 190 unit apartment building and nine additional townhome units. These final Phase 2 plans are consistent with the approved preliminary plans.

Additionally, the plat of Robert Curve Fourth Addition included the dedication of various easements over Outlots A and B. Outlots A and B are now being replatted, and as such new drainage and utility easements are being dedicated on the plat of Robert Curve Fifth Addition. The prior easements over these outlots are being vacated, and rededicated on the plat of Robert Curve Fifth Addition.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission recommended approval of the overall final PUD plans back on April 18, 2023. Staff recommends approval of the plans for Phase 2, both of the attached resolutions, and all of the attached agreements.

ATTACHMENTS

1. Resolution Approving Final Plat, PUD Agreement, Development Contract, and Related Items
2. Resolution Vacating Easements on Outlots A and B, ROBERT CURVE FOURTH ADDITION
3. Final Plat of Robert Curve Fifth Addition
4. Phasing Plan_Robert Curve Fifth Addition
5. Development Contract
6. Stormwater Facilities Maintenance Agreement-Lot 1
7. Stormwater Facilities Maintenance Agreement - Lot 2
8. Encroachment Agreement for Private Improvements - Lot 1
9. Encroachment Agreement for Private Improvements - Lot 2
10. Natural and Open Space Easement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN
FOR PHASE 2, DEVELOPMENT CONTRACT AND RELATED AGREEMENTS FOR
THE PLAT OF ROBERT CURVE FIFTH ADDITION**

**CASE NO. 23-36SPUD
(IGH Partners)**

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

Outlot A and B, ROBERT CURVE FOURTH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS that the Final Plat of Robert Curve Fifth Addition and Final PUD Development Plan for Phase 2, Robert Curve Fifth Addition, Development Contract and related agreements (Stormwater Facilities Maintenance Agreements, Natural Area Easement, and Agreements Related to Landowner Improvements Within City Easement) are hereby approved subject to any minor revisions required by the City Attorney and the following conditions:

1. The project shall be developed in substantial conformance with the Development Plans approved by the City Engineer on September 20, 2023. The final list of approved Development Plans and date of plans shall be identified in the Development Contract; approved Development Plans are subject to revisions as approved by the City Engineer.

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The Development Contract will address all other conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.
4. Park dedication requirements for this subdivision shall be satisfied by cash in lieu of land contribution in the amount identified in the Development Contract. The City Council hereby finds and makes an individualized determination regarding the extent and impact of the proposed development of Phase 2, Robert Curve Fifth Addition, and finds that there is an essential nexus between the park dedication fees required to be paid as detailed in the Development Contract for Robert Curve Fifth Addition and the purposes served by the fees, and that the fees bear a rough proportionality to the need created by the proposed subdivision. The Council further finds that the park dedication fees, as calculated, are equivalent to a reasonable portion of the buildable land of the proposed subdivision, based on an individualized assessment of the new park needs created by the subdivision, which between Phases 1 and 2 will create an additional 250+ new dwelling units, which will cause an identifiable increase in park usage by these additional residents within the City. This influx in additional residents will require, in the reasonable determination of the Council, that the City will need to acquire and develop or improve a reasonable portion of land as a result of the City's approval of this subdivision.

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

Passed this 25th day of September, 2023.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 23-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
ALL PLAT DEDICATED PUBLIC DRAINAGE AND UTILITY EASEMENTS
ON OUTLOTS A and B, ROBERT CURVE FOURTH ADDITION, ACCORDING TO THE
RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA
BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described drainage and utility easements (Drainage and Utility Easements) situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, and legally described as follows:

**ALL PLAT DEDICATED PUBLIC DRAINAGE AND UTILITY EASEMENTS
ON OUTLOTS A AND B, ROBERT CURVE FOURTH ADDITION, ACCORDING TO THE
RECORDED PLAT, THEREOF, DAKOTA COUNTY, MINNESOTA**

WHEREAS, the Owner and Developer of real property identified as Outlot A, ROBERT CURVE, Lot 1, Block 1, ROBERT CURVE, and OUTLOT A, ROBERT CURVE THIRD ADDITION, previously applied to the City of Inver Grove Heights to replat the property identified above as ROBERT CURVE FOURTH ADDITION; and

WHEREAS, on July 10, 2023 the City Council of the City of Inver Grove Heights approved the plat of ROBERT CURVE FOURTH ADDITION, consisting of one lot and two outlots, and included the dedication of various drainage and utility easements to the City on Lot 1, Block 1, and Outlots A and B of the plat of ROBERT CURVE FOURTH ADDITION; and

WHEREAS, the plat of ROBERT CURVE FOURTH ADDITION has not yet been released to the Developer/Owner and has not been recorded with Dakota County; however, Developer has applied for and received approval for the plat of ROBERT CURVE FIFTH ADDITION, which is a replatting of Outlots A and B, ROBERT CURVE, FOURTH ADDITION; and

WHEREAS, upon recording of the plat of ROBERT CURVE FOURTH ADDITION, Outlots A and B will be encumbered by the drainage and utility easements dedicated on that plat; and

WHEREAS, Outlots A and B are being replatted as the plat of ROBERT CURVE FIFTH ADDITION, and all required drainage and utility easements for the Plat of ROBERT CURVE FIFTH ADDITION are dedicated by that plat; as such the drainage and utility easements dedicated by the plat of ROBERT CURVE FOURTH ADDITION on Outlots A and B of that plat are required to be vacated to allow for development in the manner contemplated by the previously-approved PUD development plan for the property; and

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easements was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851; and

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easements was held by the Planning Commission of Inver Grove Heights on September 6, 2023, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Drainage and Utility Easements; and

WHEREAS, the Inver Grove Heights City Council has determined that the proposed vacation of the Drainage and Utility Easements would be in the public interest in light of the dedication of revised drainage and utility easements dedicated on the plat of ROBERT CURVE FIFTH ADDITION.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Drainage and Utility Easements situated in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described as follows:

**ALL PUBLIC DRAINAGE AND UTILITY EASEMENTS
ON OUTLOTS A AND B, ROBERT CURVE FOURTH ADDITION, ACCORDING TO THE
RECORDED PLAT, DAKOTA COUNTY, MINNESOTA**

2. That the easement vacation authorized by this resolution shall only be effective following the recording of the Plat of ROBERT CURVE FOURTH ADDITION and upon recording of a Notice of Completion of Vacation, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 25th day of September, 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

ROBERT CURVE FIFTH ADDITION

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

Outlot A and Outlot B, ROBERT CURVE FOURTH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota

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

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

Signed: IGH Partners, LLC

Scott O'Brien, President

STATE OF _____
COUNTY OF _____

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

Signature

Printed
Notary Public, _____
My commission expires _____

I Thomas R. Balluff do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

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

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Balluff.

Signature

Printed
Notary Public, _____
My commission expires _____

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

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

By: _____ Chair

By: _____ Secretary

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

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

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

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

By: _____
Todd B. Tollefson
Dakota County Surveyor

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

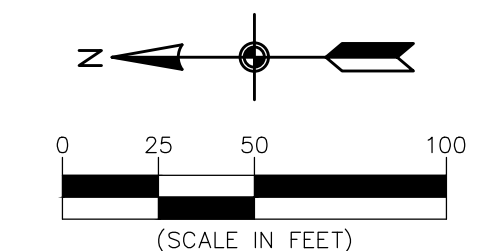
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

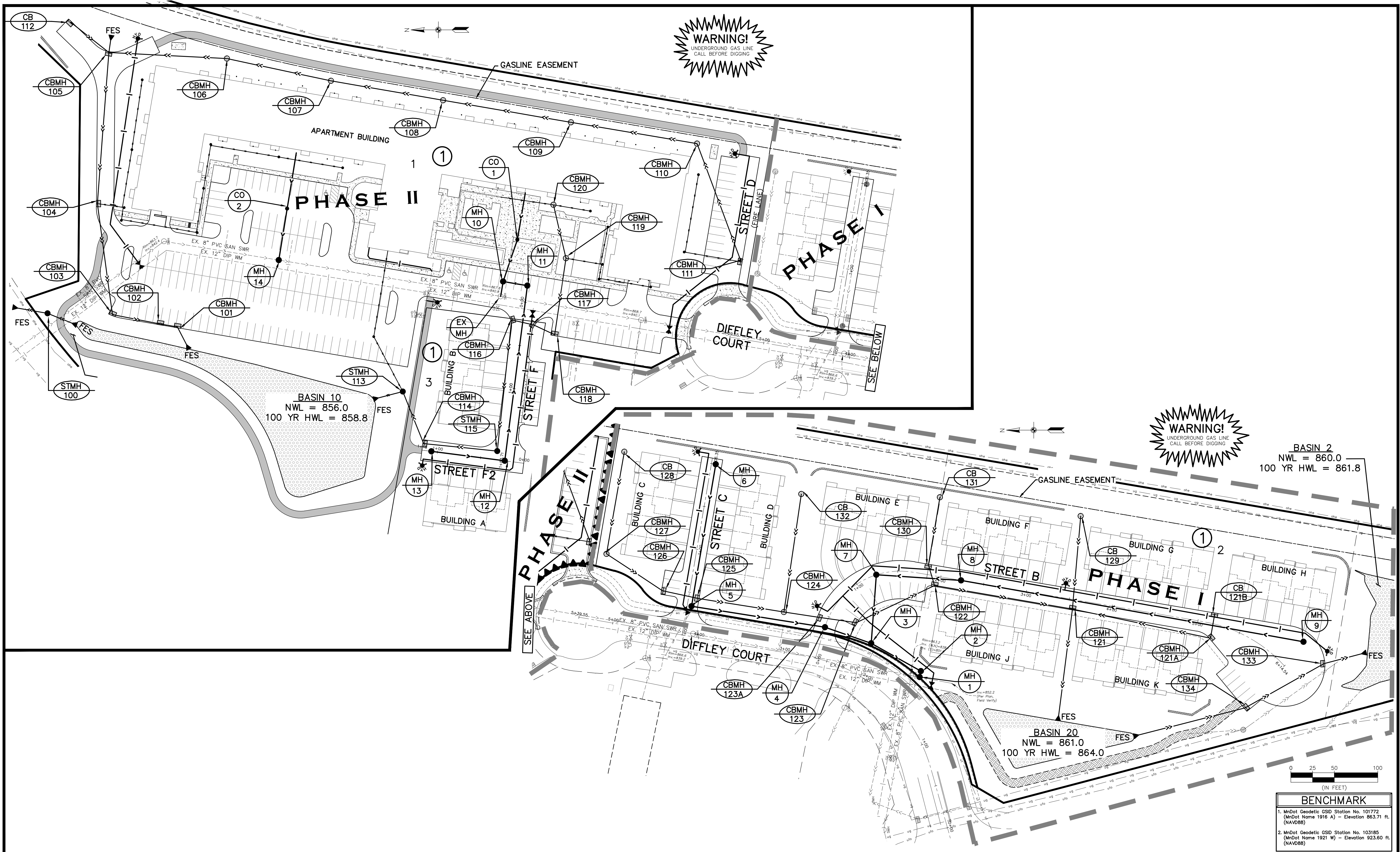
I hereby certify that this plat of ROBERT CURVE FIFTH ADDITION was filed in the Office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock __M. and was duly filed in Book _____ of plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder

[illegible]

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:

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



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

**INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT FOR PLAT OF ROBERT CURVE FIFTH ADDITION**

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- 1.3. CITY ENGINEER
- 1.4. CITY WARRANTIES
- 1.5. COUNCIL
- 1.6. COUNTY
- 1.7. DEVELOPER
- 1.8. DEVELOPER DEFAULT
- 1.9. DEVELOPER IMPROVEMENTS
- 1.10. DEVELOPER PUBLIC IMPROVEMENTS
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- 1.15. DEVELOPMENT PROPERTY
- 1.16. DIRECTOR OF PWD
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- 1.18. FORMAL NOTICE
- 1.19. OTHER REGULATORY AGENCIES
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- 1.21. PLAT
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- 1.24. SURETY
- 1.25. UTILITY COMPANIES

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- 2.2. PLAT DENSITY AND PUD
- 2.3. RECORDING OF PLAT AND RELATED AGREEMENTS

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- 6.1. PERMITS

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- 9.) Tree Preservation Requirements
- 10.) Park Contribution Fee
- 11.) Open Space Easement
- 12.) Sidewalk
- 13.) Streetlights
- 14.) Release of Development Contract
- 15.) Signage on Fire Department Turn Around Area
- 16.) Hours of Construction

EXHIBIT F – SURETY CALCULATIONS FOR DEVELOPER IMPROVEMENTS

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

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

RECITALS:

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.10. DEVELOPER PUBLIC IMPROVEMENTS. “DEVELOPER PUBLIC IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit D** that are further labeled “public”. DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

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

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

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

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

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

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

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

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

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

**If to DEVELOPER or
OWNER:**
IGH Partners, LLC
Attention: Roger Fink
1200 – 25th Avenue South
St. Cloud, MN 56301

or to such other address as the party addressed shall have previously designated by notice given in

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

1.19. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Eagan-Inver Grove Heights Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

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

1.21. PLAT. “PLAT” means the plat of ROBERT CURVE FIFTH ADDITION, approved by the COUNCIL on September 25, 2023, and attached hereto as **Exhibit C**.

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

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

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

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

ARTICLE 2 **PLAT APPROVAL**

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

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

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

ARTICLE 3

[INTENTIONALLY LEFT BLANK]

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

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

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

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

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

4.3. GRADING/DRAINAGE PLAN, EASEMENTS.

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

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

4.5. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6. EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as

delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded with acceptable turf establishment, and all improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 12. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

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

ARTICLE 6

OTHER PERMITS

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

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

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

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

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

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

8.5. CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property

of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 11.1 and 10.1 and except as provided in the agreements listed paragraph 5 of **Exhibit E**.

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

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or

.DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.

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

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond

to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending thirty (30) days prior to the DEVELOPER's request.

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

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

ARTICLE 10 **DEVELOPER WARRANTIES**

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

- a.) **OWNER OF REAL PROPERTY.** DEVELOPER is the OWNER the real property identified on **EXHIBIT A.**
- b.) **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- c.) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- d.) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- e.) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS

and the DEVELOPER IMPROVEMENTS.

- f.) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- g.) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf to the best of its knowledge contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- h.) **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- i.) **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

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

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

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

ARTICLE 11 **CITY WARRANTIES**

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

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

ARTICLE 12 **INDEMNIFICATION OF CITY**

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) approval by the CITY of the PLAT;
- e.) approval by the CITY of the DEVELOPMENT PLANS;
- f.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;

- h.) delays that are not reasonable in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

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

ARTICLE 13

CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

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

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

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

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

ARTICLE 14

FINANCIAL OBLIGATIONS

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

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total SURETY amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, if a letter of credit is used for some or all of the required SURETY, shall be subject to approval by the City Finance Director and City Attorney, and any letter of credit shall continue to be in full force and effect until released by the CITY. Any irrevocable letter of credit shall be for a term ending no sooner than December 31, 2025. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit or other SURETY shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

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

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

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

14.2. SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the SURETY covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the SURETY for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 10.1(I) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%). Upon completion and acceptance by CITY Of all DEVELOPER IMPROVEMENTS, the CITY will issue a written notification of completion and acceptance of the DEVELOPER IMPROVEMENTS to the DEVELOPER.

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

ARTICLE 15 **MISCELLANEOUS**

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

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

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

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

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

15.6. BINDING AGREEMENT. The parties mutually recognize and agree that all terms

and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

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

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

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

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

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

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

15.13. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the DEVELOPMENT PROPERTY to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and continuing until the termination of this DEVELOPMENT CONTRACT. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a

license to enter the DEVELOPMENT PROPERTY to complete DEVELOPER PUBLIC IMPROVEMENTS or DEVELOPER IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

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

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A
LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

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

Lots 1 and 2, Block 1, Robert Curve Fifth Addition.

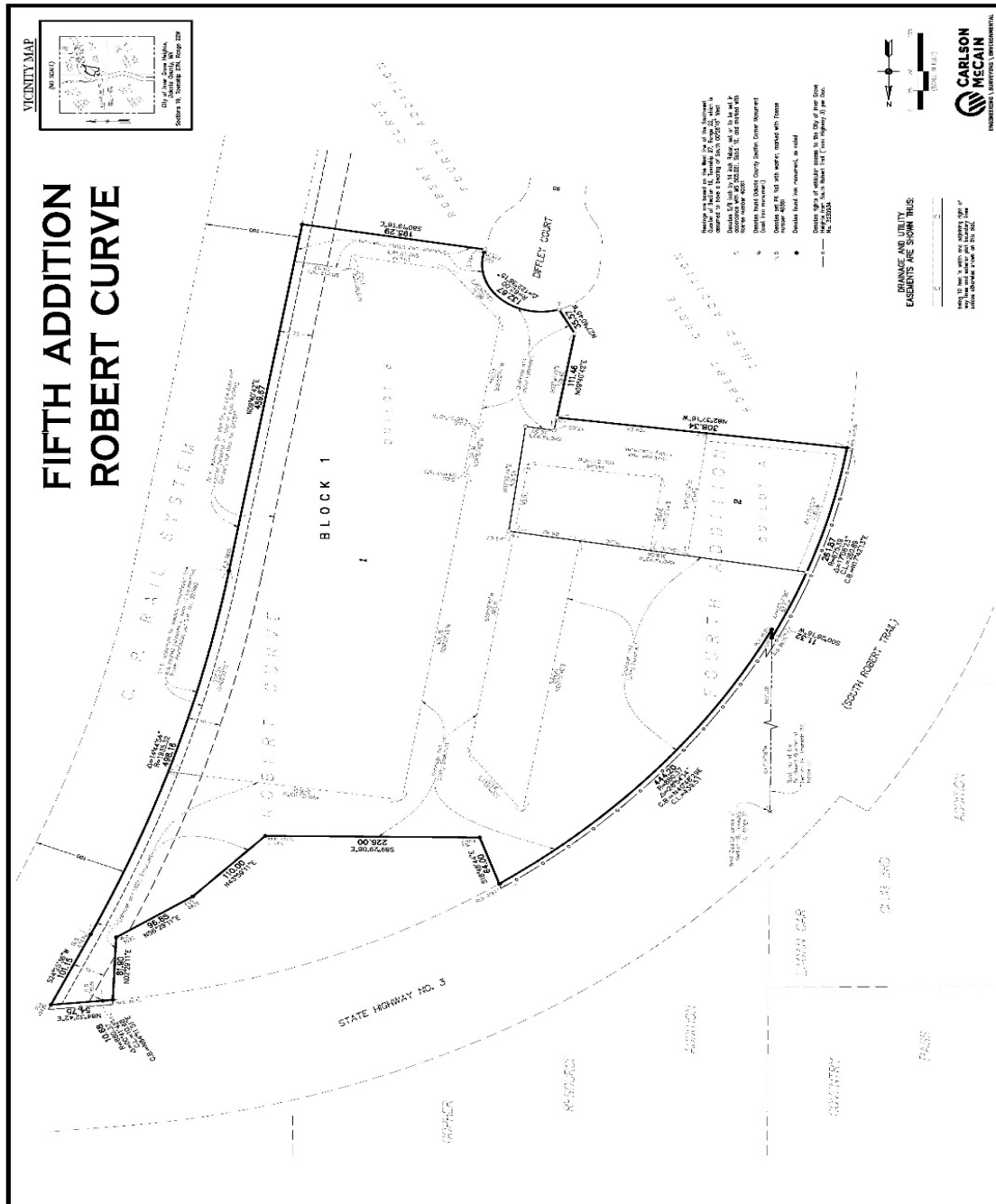
EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
COVER	7/28/2023 REV 9/19/2023	Daniel J. Wilke
EXISTING CONDITIONS INDEX	7/28/2023	Daniel J. Wilke
EXISTING CONDITIONS	7/28/2023	Daniel J. Wilke
GRADING DEVELOPMENT & EROSION CONTROL PLAN	7/28/2023 REV 9/19/2023	Daniel J. Wilke
GRADING DETAILS	7/28/2023 REV 9/19/2023	Daniel J. Wilke
RETAINING WALL PROFILES	7/28/2023 REV 9/19/2023	Daniel J. Wilke
STORM WATER POLLUTION PREVENTION PLAN	7/28/2023 REV 9/19/2023	Daniel J. Wilke
SITE PLAN	7/28/2023 REV 9/19/2023	Daniel J. Wilke
INDEX	7/28/2023 REV 9/19/2023	Daniel J. Wilke
SANITARY SEWER & WATERMAIN	7/28/2023 REV 9/19/2023	Daniel J. Wilke
STORM SEWER	7/28/2023 REV 9/19/2023	Daniel J. Wilke
STREET CONSTRUCTION	7/28/2023 REV 9/19/2023	Daniel J. Wilke
SIGNING AND STRIPING PLAN	7/28/2023 REV 9/19/2023	Daniel J. Wilke
Details	7/28/2023 REV 9/19/2023	Daniel J. Wilke
LANDSCAPE DETAILS	7/28/2023 REV 9/19/2023	Ryan J. Ruttger

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on 9/20/2023.

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

C-1



ROBERT CURVE FIFTH ADDITION

1. *Journal of the American Statistical Association*, 1997, 92, 1033-1046.

was chosen to serve as a full-time member of the study group. The study group was organized as a club.

10. The following table shows the number of people who attended the 2004 Summer Olympic Games in Athens, Greece, by country. The number of people who attended the 2004 Summer Olympic Games in Athens, Greece, by country is shown in the following table.

Signed: IGH Partners, LLC

North Carolina Division

STATE OF _____
COUNTY OF _____

The copyright in this material, which is incorporated into this _____, is held by _____, by which it is licensed to _____.

Experiment	Number	Energy E_{max} , eV	Energy resolution, eV
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[illegible]

Time of day of day

STATE OF _____
COUNTY OF _____

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Signature _____

Centre _____

Address (Print) _____

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

Supervisory	Officer
_____	_____

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

[illegible]

3% _____
 6% _____

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

[illegible]

37
 100% 200% 300%
 Relative Energy Surface

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

Form No. 27-60 (Rev. 9-19-60) U.S. GOVERNMENT PRINTING OFFICE: 1960 O - 380-000

32 Amy A. Scott M. Petro
Journal of Peace Studies 2000, 17: 323-342

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

Map _____ State of Georgia

34. *James A. Law, Jr., County Recorder*

EXHIBIT D
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit	utilities (sanitary sewer and watermain and storm sewer located within the limits of future pavement, parking, or roadways)
X	prior to obtaining a building permit	Storm Water Facilities (all facilities constructed or accepting water from future parking, roadway, or pavement surfaces including private piping and pond) constructed to a functional level approved by the CITY ENGINEER
X PUBLIC	prior to obtaining a certificate of occupancy	utilities (sanitary sewer and watermain and storm sewer located outside the limits of future pavement, parking, or roadways)
X	prior to obtaining a certificate of occupancy	sanitary sewer and water service lines
X	prior to obtaining a certificate of occupancy	Driveways and private roads including the private parking areas**
X PUBLIC	prior to obtaining a certificate of occupancy	Sidewalks**
X	prior to obtaining a certificate of occupancy	trail

X	prior to obtaining a certificate of occupancy	lot landscaping **
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The DIRECTOR of PWD may extend the dates contained in this **Exhibit D**.

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

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

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

CITY/City of Eagan Fees	Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Connection Fees	\$ 53,939.00	\$ 53,939.00	\$ 89,768.45	\$ 197,646.45

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

- a.) All the conditions in Section 1 of this **Exhibit E** have been met.
- b.) The notice of completion of vacation for drainage and utility easements located on Outlot A and B, Plat of Robert Curve 4th Addition has been recorded prior to the PLAT being recorded.
- c.) The PLAT is recorded with the Dakota County Recorder.
- d.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 5 of this **Exhibit E** have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
- e.) The public Storm Water Facilities and the private Storm Water Facilities (including piping and pond) must be constructed to a functional level reasonably approved by the CITY ENGINEER.
- f.) General site, grading, drainage, erosion control, seeding and retaining walls must be completed.
- g.) Utilities (sanitary sewer and water and storm sewer located within the limits of future pavement, parking, or roadways) must be installed.
- h.) DEVELOPER has paid the CITY for the utility building permit connection fees including a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee, water core connection fee, and any other fees required by the JPA or CITY code or fee schedule to be paid prior to issuance of a building permit.
- i.) DEVELOPER must have prepared and received approval from the CITY for a Preliminary and Final Wetland Plan showing the fill or draining of any wetland, including justification and proposed mitigation consisted with the wetland conservation act. All wetlands must be delineated in accordance with the wetland conservation act. No grading or land alteration may occur anywhere within the PLAT until the Final Wetland Plan has been approved by the City.

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

- a.) All the conditions listed in Sections 1 and 2 of this **Exhibit E** must be satisfied.

- b.) The public Storm Water Facilities and the private Storm Water Facilities (including piping and pond) must be completed and approved by the CITY ENGINEER, except that a Temporary Certificate of Occupancy may be issued if the Storm Water Facilities are completed except for the installation of the pond medium. No final certificate of occupancy shall be issued for any building or structure until the pond medium has been installed and the Storm Water Facilities have received final approval from the City Engineer.
- c.) Lot landscaping must be completed for the individual townhome buildings and the apartment building; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue a temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.
- d.) The private road and parking areas must be completed.
- e.) The driveways and public sidewalk must be completed.
- f.) The private street lights must be installed.
- g.) As built surveys have been received by the CITY.

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

- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The SURETY amount stated on **Exhibit F** includes an appropriate amount as determined by the DIRECTOR of PWD to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of

any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

- 5.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below. The below-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the stormwater facilities located within Lots 1 and 2, Block 1 of the PLAT.
 - c.) DEVELOPER must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for the Landowner Improvements located within the CITY drainage and utility easements within Lots 1 and 2, Block 1 of the PLAT.
 - d.) DEVELOPER must execute a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for portions of the property identified as open space within Lots 1 and 2, Block 1 of the PLAT.
 - e.) DEVELOPER must execute and record an access easement/agreement providing permanent access to Diffley Court for Lot 2, Block 1 of the PLAT across Lot 1, Block 1 of the PLAT.
- 6.) **PHASED DEVELOPMENT.** DEVELOPER has requested and CITY has approved a Phased Development Plan for the development of the PLAT as part of a Planned Unit Development (PUD). Phase 1 of the Phased Development Plan is the development of Lot 1, Block 1, ROBERT CURVE FOURTH ADDITION with eight townhome buildings as shown on the Phasing Exhibit prepared by Carlson McCain and dated 3-20-2023 (Phasing Exhibit) on file with the City. Phase II of the Development is the development of Lots 1 and 2, Block 1, ROBERT CURVE FIFTH ADDITION by Developer with a 190-unit apartment building and two townhome buildings, one with five units and one with four units. The Development is being developed as a cohesive Planned Unit Development (PUD) with density, site coverage, setbacks, uses, and PUD flexibilities approved by the CITY for the Development as a whole (Phase I and Phase II). Development of this Phase II shall occur in conformity with the previously-approved DEVELOPMENT PLANS and PUD approvals. DEVELOPER acknowledges and agrees that this DEVELOPMENT CONTRACT is required for the Phase II Development, and that Developer shall be required to pay all applicable costs and fees, including but not limited to stormwater plat connection fees, water plat connection fees, sewer connection fees, and park dedication fees at the then-current rates, for the Phase II Development, including payment to the CITY of all fees and charges required to be paid by the CITY to the City of Eagan pursuant to the JPA for the Phase II Development.

- 7.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN.** While the PLAT is within the City of Inver Grove Heights, trunk water and sanitary sewer facilities that will serve the PLAT are being extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the extension to occur and to enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.

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

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

insurance and workers compensation insurance, naming the City of Eagan (if required by the City of Eagan) and the City of Inver Grove Heights as an additional insureds, covering all work to be performed within the City of Inver Grove Heights and the City of Eagan, if any. The filing and procurement of such insurance shall be in lieu of the obligation of the City of Inver Grove Heights relating to insurance as referred in Section 3.9 of the JPA.

- f.) Prior to release of the PLAT for recording and prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER shall pay to the CITY the PLAT trunk area charges identified in Section 5.1 of the JPA.
- g.) Prior to the release of the PLAT for recording, the DEVELOPER shall pay to the CITY the park contributions fees (park dedication fees) required by the CITY/City of Eagan for Lot 1, Block 1 of the PLAT. Park dedication fees for the two outlots in the PLAT shall be calculated at paid at the time of replatting of those lots pursuant to the Development Contract between the then-owner of the outlot and the CITY.
- h.) At the time obtaining building permits, the DEVELOPER shall pay to the CITY the connection fees identified in Sections 6.1 and 6.2 of the JPA.
- i.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

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

- j.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the DEVELOPER to the City of Inver Grove Heights as they become due.
 - k.) It is the intent of the parties that all fees, charges, and other costs or expenses required to be paid by the CITY to the City of Eagan related to the development of the DEVELOPMENT PROPERTY pursuant to the JPA shall be paid to the CITY by the DEVELOPER. Notwithstanding anything to the contrary herein, for all connection fees, charges, and other costs or expenses that are required to be paid by the CITY or DEVELOPER to the City of Eagan pursuant to the JPA, DEVELOPER agrees to pay such connection fees, charges, and other costs or expenses to the City of Inver Grove Heights at the higher of the rates charged by the CITY or the City of Eagan for such fees, charges, and other costs or expenses imposed by the City of Eagan or the City of Inver Grove Heights.
- 8.) **PLAT NOT TO BE RELEASED UNTIL DEVELOPER PAYS THE CITY FOR ALL REQUIRED SEWER AND WATER TRUNK CHARGES AND FOR STORM**

WATER AREA FEES, INCLUDING THOSE TO BE PAID TO THE CITY OF EAGAN. The PLAT shall not be released for recording until the DEVELOPER pays to the CITY the following:

- a.) trunk area charges for sewer and water for those areas that Eagan determines the charges attributable thereto must be paid at the time of plat connection; and
 - b.) storm water area fees for those areas that Eagan determines the charges attributable thereto must be paid at the time of plat connection.
- 9.) **TREE PRESERVATION REQUIREMENTS.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met.
- 10.) **PARK CONTRIBUTION FEE.** Prior to release of the PLAT, DEVELOPER must pay the City of Inver Grove Heights the required park contribution fee for the Development which shall be paid at rate established by the Inver Grove Heights fee schedule or the City of Eagan, whichever amount is higher. The Park Dedication Fees for PHASE 2 is \$ 969,646, calculated as follows: Apartment building: 190 units x \$4,900/unit; townhomes: \$4,294/ unit x 9 units. DEVELOPER acknowledges and agrees that pursuant to the JPA, the CITY shall remit that portion of the Park Dedication Fees required to be paid to the City of Eagan pursuant to the JPA to the City of Eagan.
- 11.) **OPEN SPACE EASEMENT.** The DEVELOPER shall be responsible to insure the open space as shown on the Open Area Exhibit remains as open space. An open space easement or other agreement suitable to the City shall be executed by DEVELOPER prior to the release of the PLAT and may be recorded if requested by the CITY to ensure the continued operation and maintenance of the open space areas and amenities.
- 12.) **SIDEWALK.** DEVELOPER shall construct the sidewalk shown on the DEVELOPMENT PLANS in accordance with all required CITY specifications.
- 13.) **STREETLIGHTS.** DEVELOPER shall provide a private street light plan to the CITY prior to release of the PLAT. DEVELOPER shall be responsible for paying its proportionate share of the street light costs for the public street light located on Diffley Court adjacent to the PLAT.
- 14.) **RELEASE OF DEVELOPMENT CONTRACT.** After completion by DEVELOPER of all DEVELOPER requirements imposed by this DEVELOPMENT CONTRACT, including acceptance by the CITY of all DEVELOPER PUBLIC IMPROVEMENTS and expiration of all applicable warranty periods, including any extended warranty periods, and provided there is no DEVELOPER DEFAULT and all requirements of this DEVELOPMENT CONTRACT have been satisfied, DEVELOPER may request that CITY execute and record a notice of termination of this DEVELOPMENT CONTRACT.

- 15.) **SIGNAGE ON FIRE DEPARTMENT TURNAROUND AREA.** DEVELOPER shall post signage prohibiting parking on the fire department turn around area within the PLAT. The fire department turn around area shall not be used for snow storage or otherwise allowed to be obstructed in any manner.
- 16.) **HOURS OF CONSTRUCTION.** DEVELOPER shall comply with the requirements found in City Code Section 5-5-12 related to construction activities and noise.

EXHIBIT F

SURETY CALCULATION FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage, Erosion Control and Turf Est.	\$87,000
2.)	Sanitary Sewer	\$78,474
3.)	Watermain	\$124,605
4.)	Storm Water Facilities (basins, engineered soils and native vegetation)	\$50,000
5.)	Construction debris clean up	\$10,000
6.)	Certified As-Builts	\$20,000
SUBTOTAL		\$370,079
Multiplied by		<u>1.25</u>
TOTAL SURETY:		\$ 462,598.75

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

\$87,330.00 City inspection and engineering consultant fees

\$87,330.00 TOTAL Additional Cash Engineering Escrow Amount

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

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

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all the apartment building and all townhome units within the plat; and
- c.) All lots in the PLAT meet the Individual Lot Turf Establishment requirements; and

- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation has been established to the reasonable satisfaction of the City.

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

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

<u>FEE</u>	AMOUNT	DEVELOPMENT CONTRACT SECTION
Sanitary Sewer Plat Connection Fee (Sanitary Sewer Trunk Fee)	\$53,939.00	Exhibit E, paragraph 1
Water Plat Connection Fee (Water Trunk Fee)	\$53,939.00	Exhibit E, paragraph 1
Storm Water Plat Connection Fee (Storm Water Trunk Fee)	\$89,768.45	Exhibit E, paragraph 1
Park Dedication Fee	\$969,646.00	Exhibit E, paragraph 10
TOTAL	\$1,167,292.45	

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

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

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

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 1, BLOCK 1, ROBERT CURVE FIFTH ADDITION,
DAKOTA COUNTY, MINNESOTA

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

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

ARTICLE 1
DEFINITIONS

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

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

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

1.4 Responsible Owner. “Responsible Owner” means the fee title owner of Lot 1, Block 1, Robert Curve Fifth Addition, and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, located now or in the future on the Subject Property:

Any existing, proposed, or future ponds, pipes, storm sewer, catch basins, trench drains, associated vegetation, inlets, culverts, draintile, swales, emergency overflows and berms,

and all other related storm water appurtenances lying within the Subject Property, including Basin 10 as shown on **Exhibit C**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets 5 through 7, sheet 14 and sheet 15 prepared by Carlson McCain dated 7/28/2023 as subsequently updated on 9/19/2023 and approved by the City Engineer on 9/20/2023.

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

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

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

- a.) Impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) Provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities; and

- c.) Provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to issuance of a certificate of occupancy for any structure on the Subject Property, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facilities Plan and in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

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

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the Stormwater Management Plan; and
- c. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards, current version; and
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan, attached here to as **Exhibit D** and
- e. The Standard of Maintenance shall comply with the 2016 Watershed Management Plan (as amended in December 2020) for the Eagan Inver Grove Heights Watershed Management Organization; and

- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Responsible owner shall provide the City with the following:
 - i.) Contact information for the Responsible Owner;
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

By December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner for the preceding year under the Operations & Maintenance Plan. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance

were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit B**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at their reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the cure period provided for in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance or

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

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

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

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

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

ARTICLE 4

CITY'S COVENANTS

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

ARTICLE 5

MISCELLANEOUS

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

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

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

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

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

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

IF TO CITY:

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

IF TO LANDOWNER OR
RESPONSIBLE OWNER:

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**LANDOWNER AND
RESPONSIBLE OWNER:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

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

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Robert Curve Fifth Addition, Dakota County, Minnesota.

EXHIBIT B

ANNUAL INSPECTION FORM

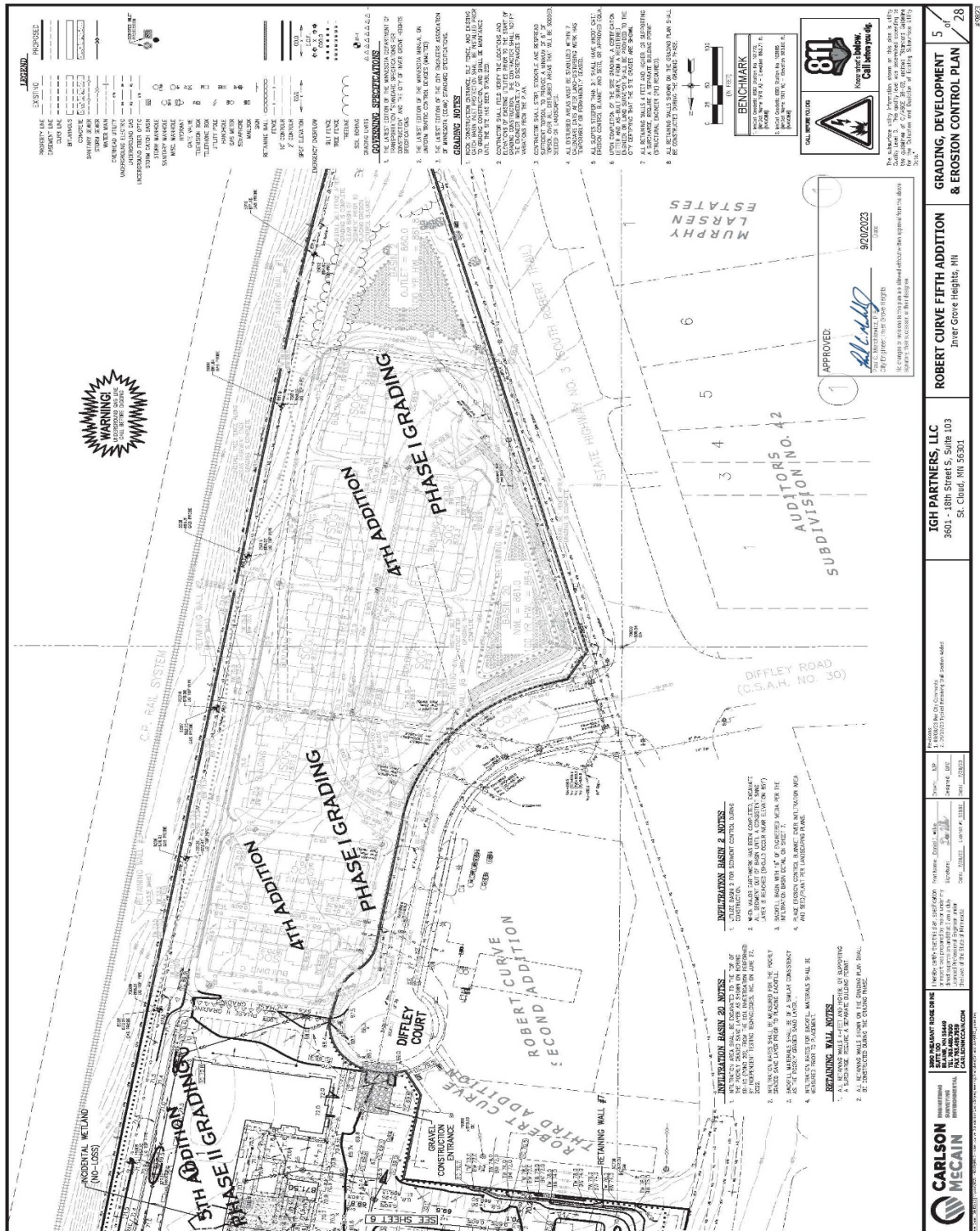
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD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

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

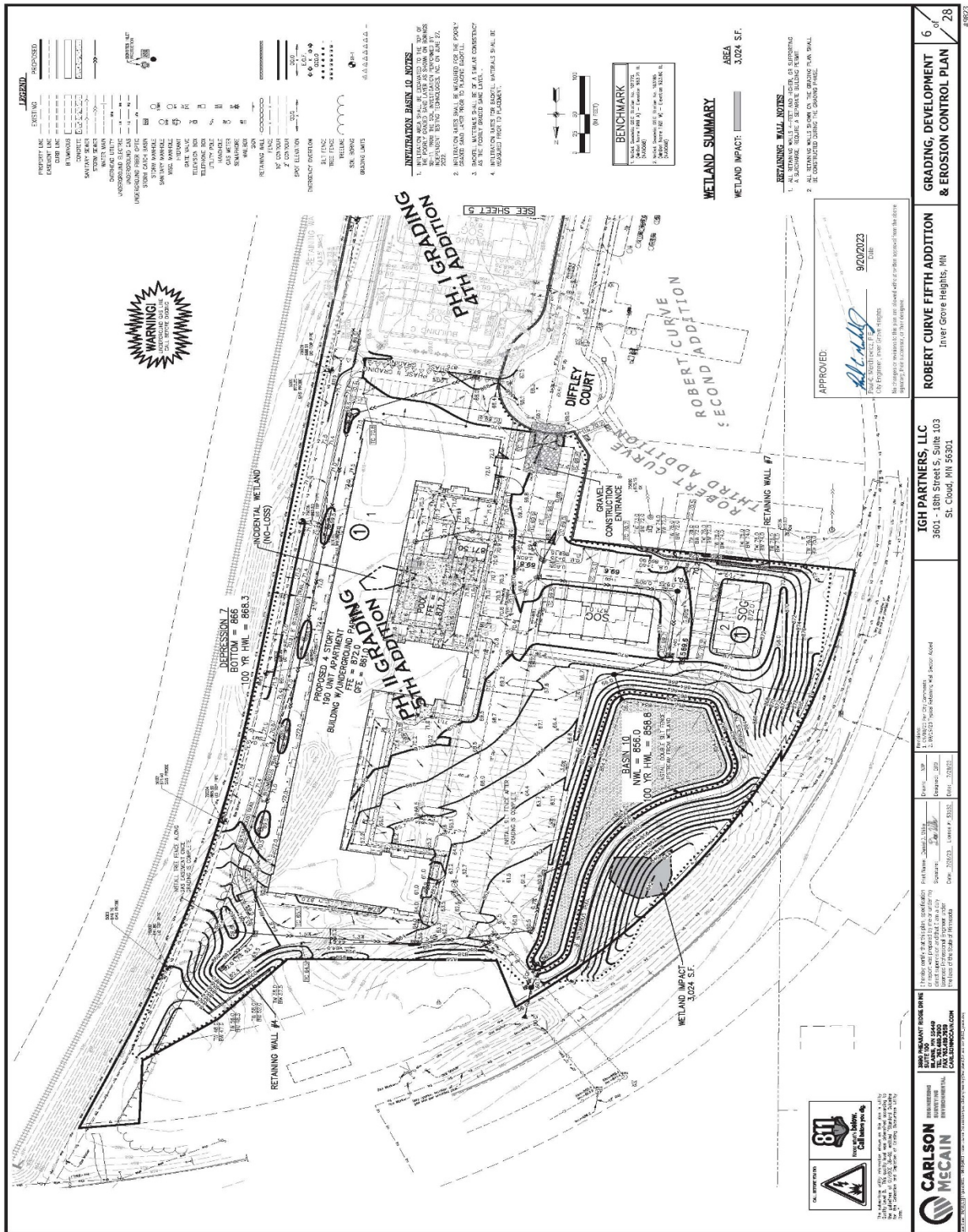
** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

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

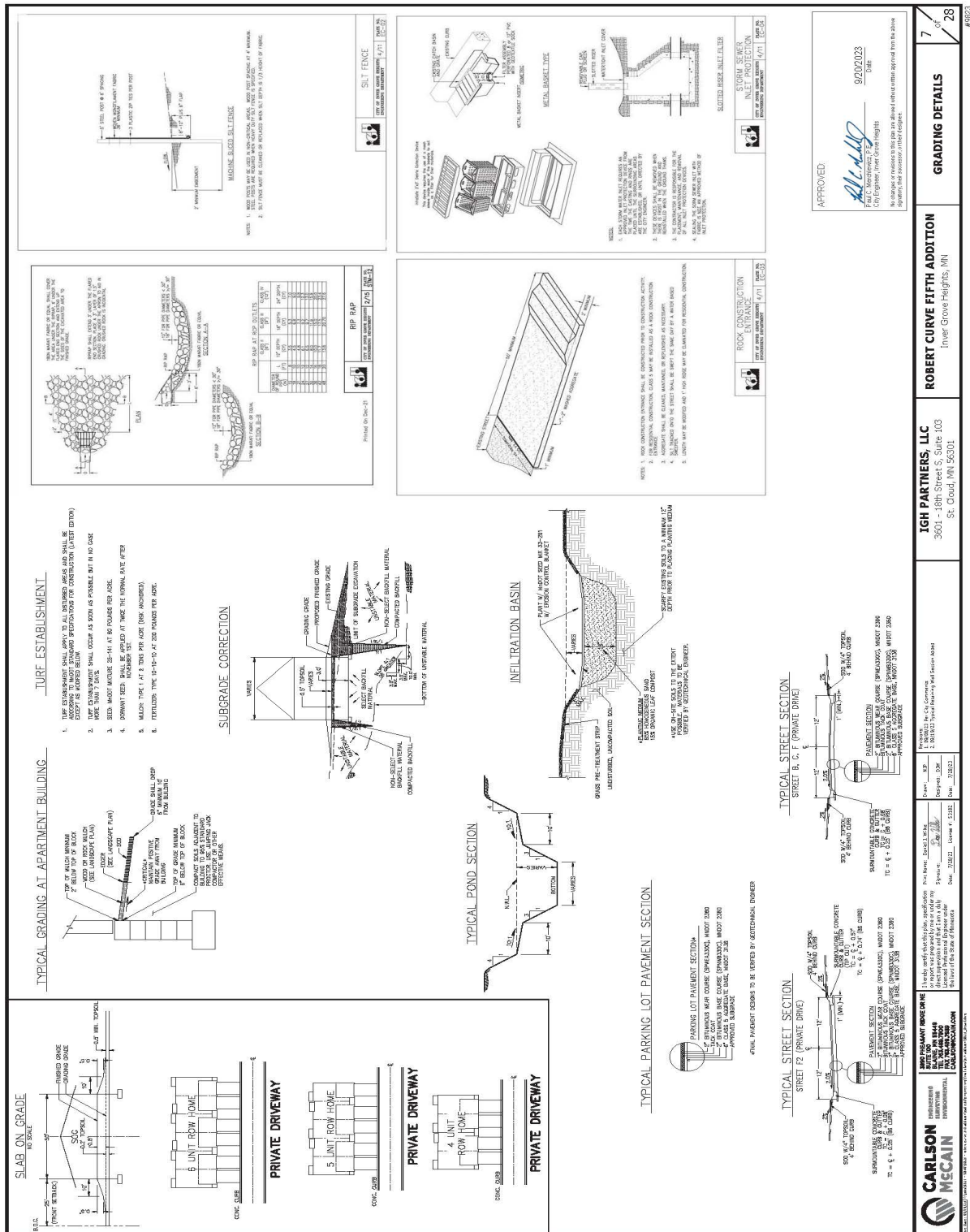
STORMWATER FACILITY PLAN



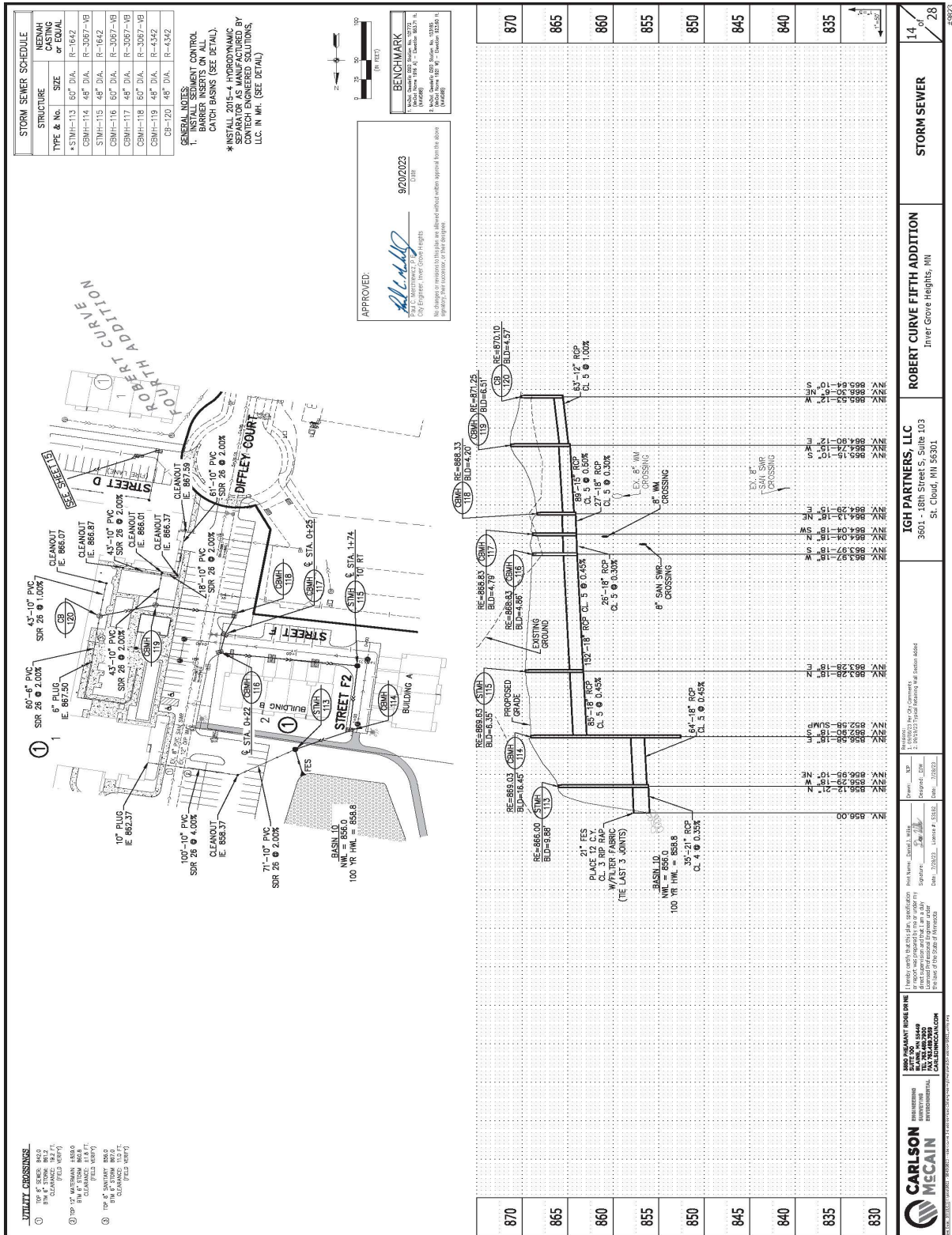
STORMWATER FACILITY PLAN



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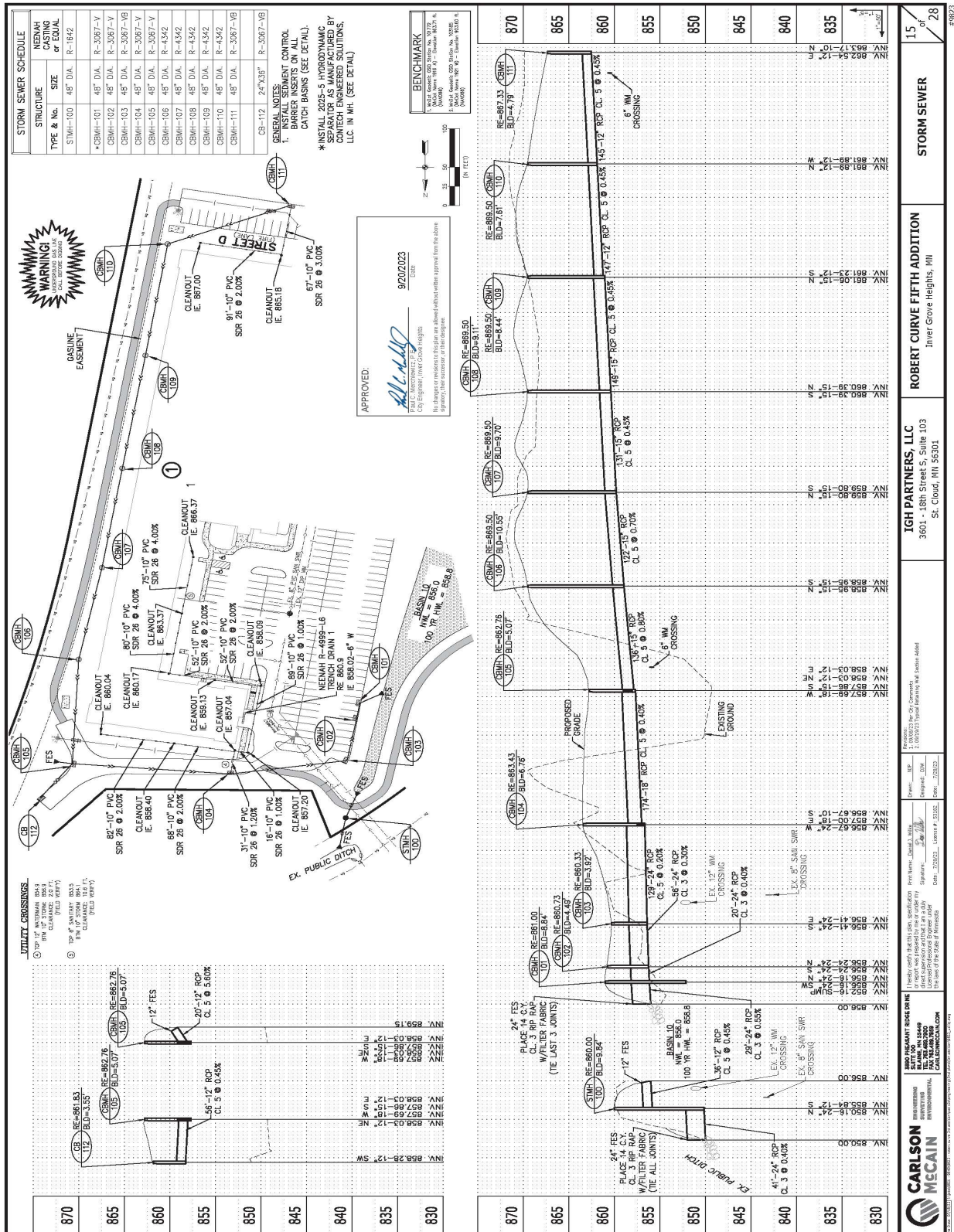


EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 — MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes, and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 2, BLOCK 1, ROBERT CURVE FIFTH ADDITION,
DAKOTA COUNTY, MINNESOTA

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

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

ARTICLE 1
DEFINITIONS

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

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

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

1.4 Responsible Owner. “Responsible Owner” means the fee title owner of Lot 2, Block 1, Robert Curve Fifth Addition, and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, located now or in the future on the Subject Property:

Any existing, proposed, or future pipes, storm sewer, catch basins, trench drains, associate vegetation, inlets, culverts, drintile, swales, emergency overflows and berms, and all other

related storm water appurtenances lying within the Subject Property, including those shown on **Exhibit C**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets 5 through 7, sheet 14 and sheet 15 prepared by Carlson McCain dated 7/28/2023 as subsequently updated on 9/19/2023 and approved by the City Engineer on 9/20/2023.

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

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

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

ARTICLE 2 **RECITALS**

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

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

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

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

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

- a.) Impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) Provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities; and

- c.) Provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to issuance of a certificate of occupancy for any structure on the Subject Property, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facilities Plan and in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

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

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the Stormwater Management Plan; and
- c. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards, current version; and
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan, attached here to as **Exhibit D** and
- e. The Standard of Maintenance shall comply with the 2016 Watershed Management Plan (as amended in December 2020) for the Eagan Inver Grove Heights Watershed Management Organization; and

- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Responsible owner shall provide the City with the following:
 - i.) Contact information for the Responsible Owner;
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

By December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner for the preceding year under the Operations & Maintenance Plan. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance

were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit B**.

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3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the cure period provided for in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance or

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

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

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

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

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

ARTICLE 4

CITY'S COVENANTS

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

ARTICLE 5

MISCELLANEOUS

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

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

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

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

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

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

IF TO CITY:

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

IF TO LANDOWNER OR
RESPONSIBLE OWNER:

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**LANDOWNER AND
RESPONSIBLE OWNER:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

Notary Public

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

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

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Robert Curve Fifth Addition, Dakota County, Minnesota.

EXHIBIT B

ANNUAL INSPECTION FORM

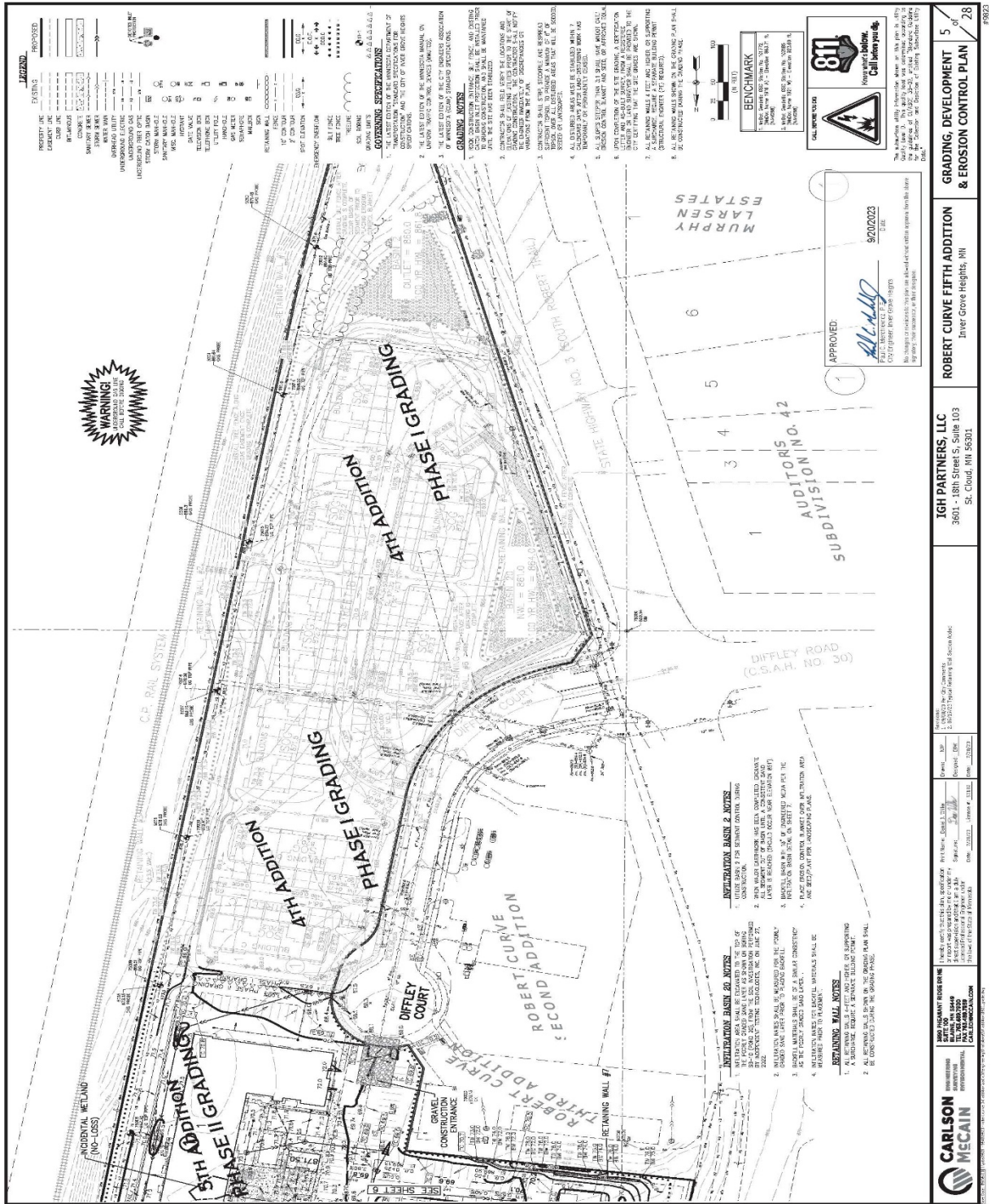
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD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

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

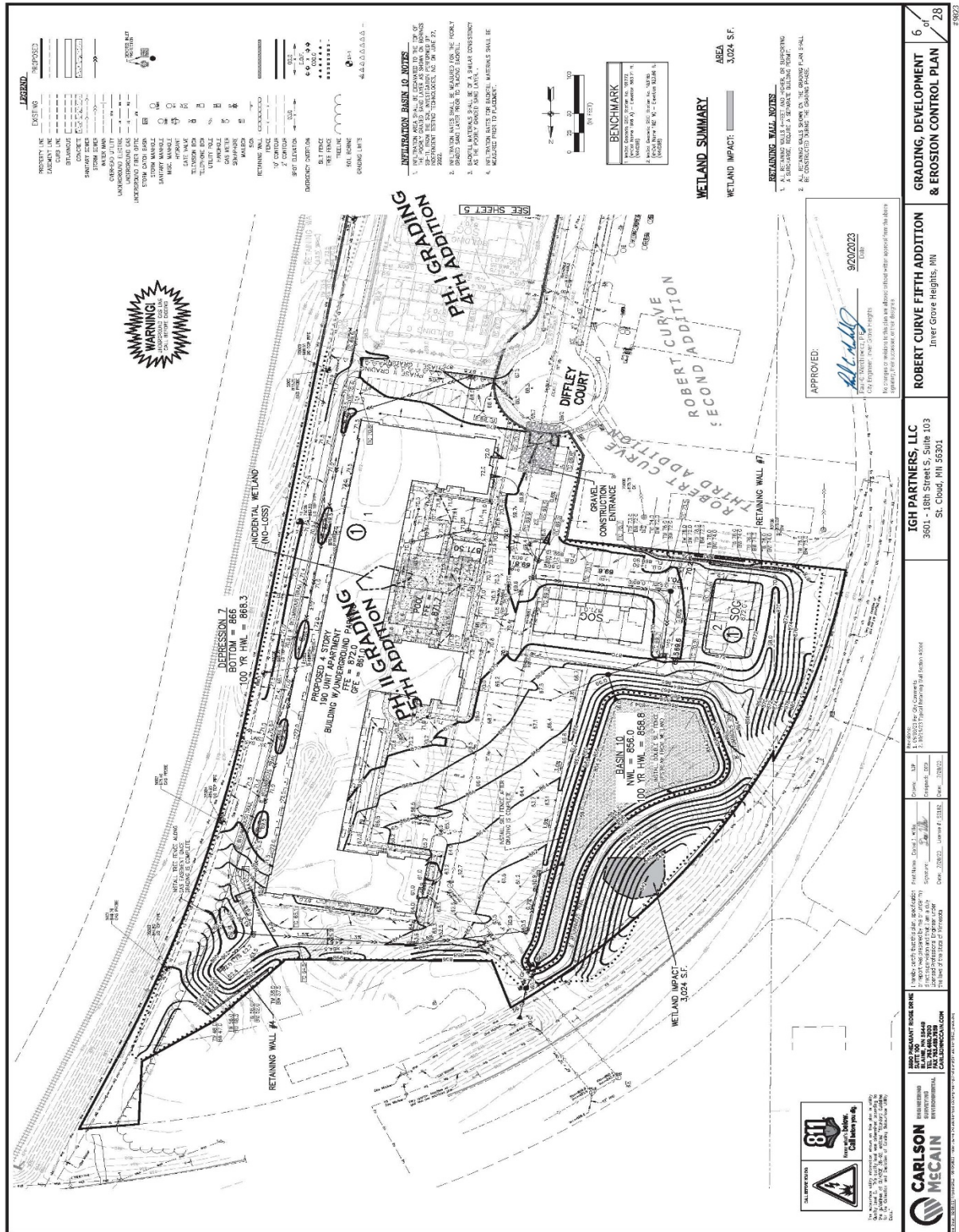
** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

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

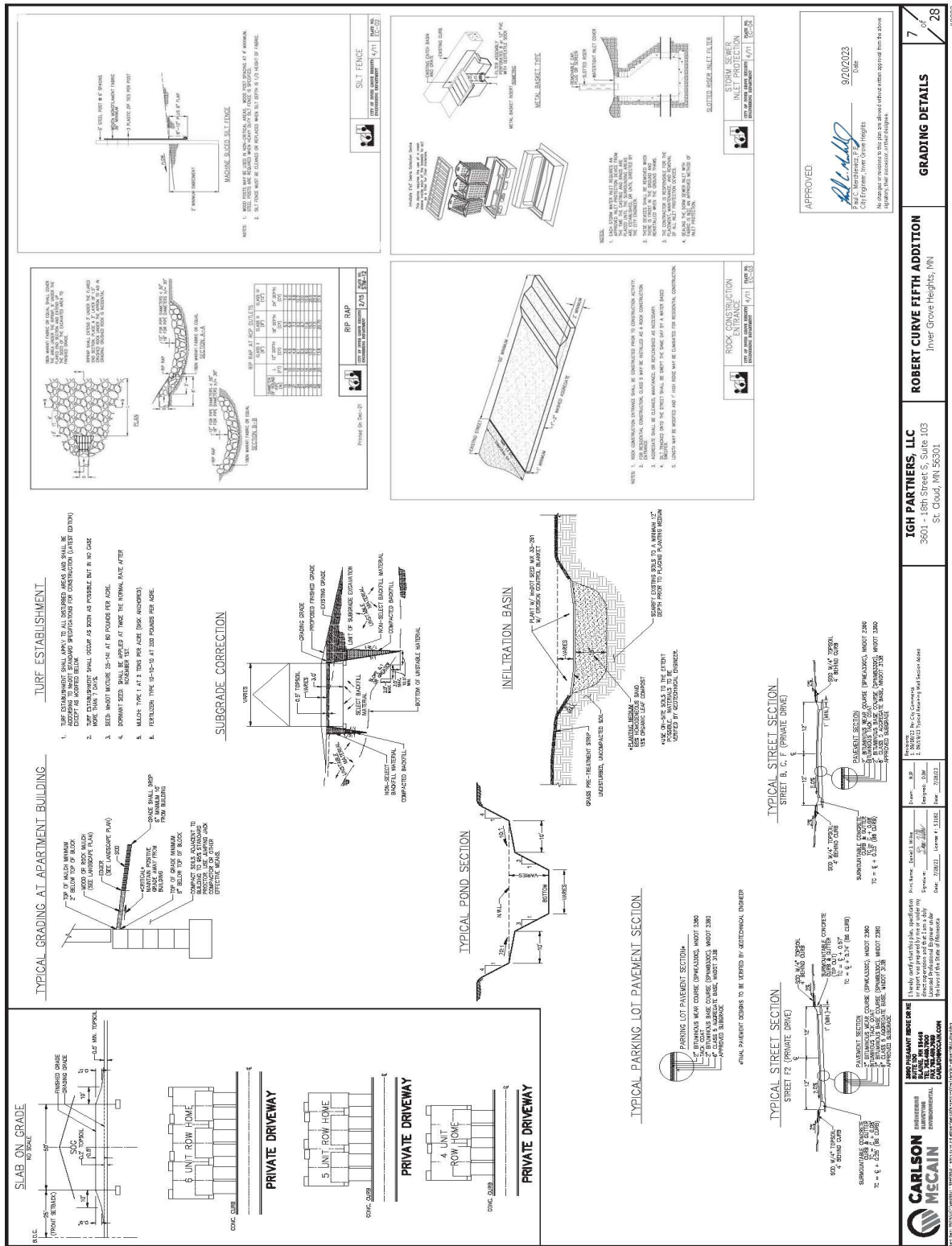
STORMWATER FACILITY PLAN



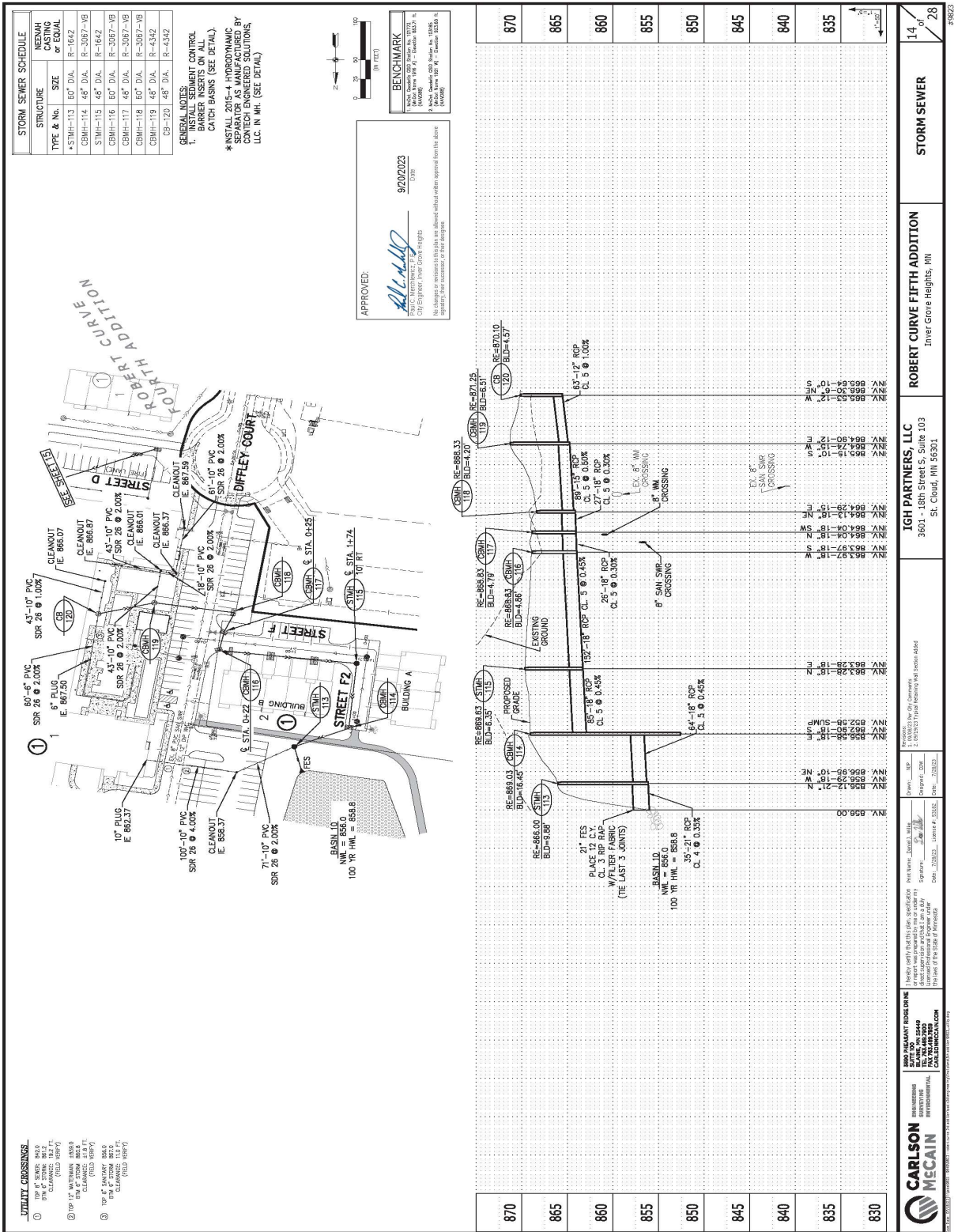
STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN



STORMWATER FACILITY PLAN

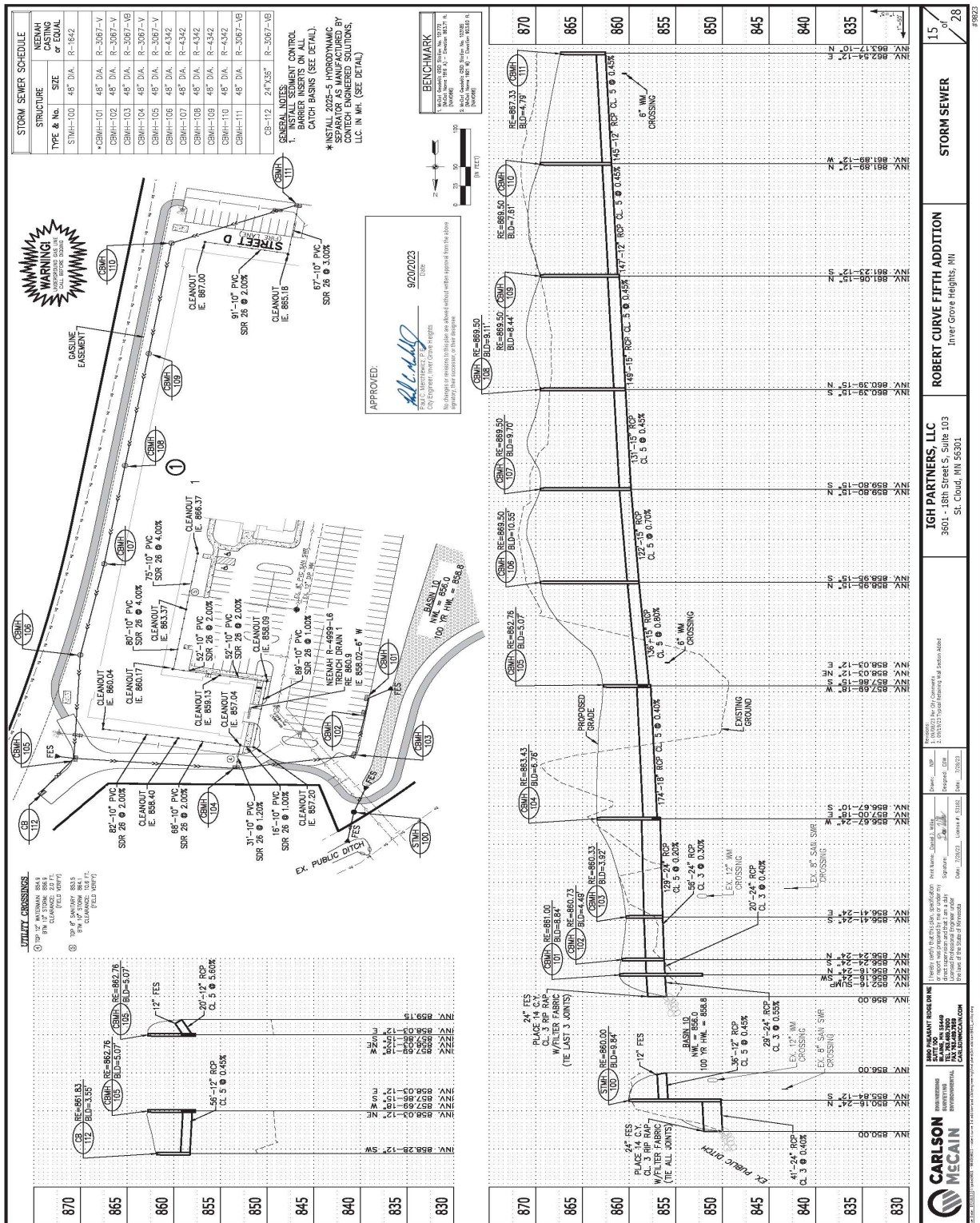


EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 — MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes, and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

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

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

**ARTICLE 1
TERMS**

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

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

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

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

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

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

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

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

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

1.9 City Costs. “City Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easement. City Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith.

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

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

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

ARTICLE 2 **RECITALS**

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

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

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement lying within the Improvement Area.

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

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

- a.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- b.) The City has the right to temporarily remove the Landowner Improvements from the City Easement in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- c.) The City has the right to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

ARTICLE 3 **AGREEMENTS**

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

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

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

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

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

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

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

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

If the Landowner does not perform such work, the City may remove the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

3.8 Modifications to Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, or placement of additional City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Landowner, the Landowner shall, within thirty (30) days after such notice, make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If the Landowner does not perform such work and if the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

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

Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statutes, § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder.

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

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

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

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

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

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

3.14 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**LANDOWNER:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

This Instrument Was Drafted By:

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

(651) 451-1831

After Recording Return This Instrument To:

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

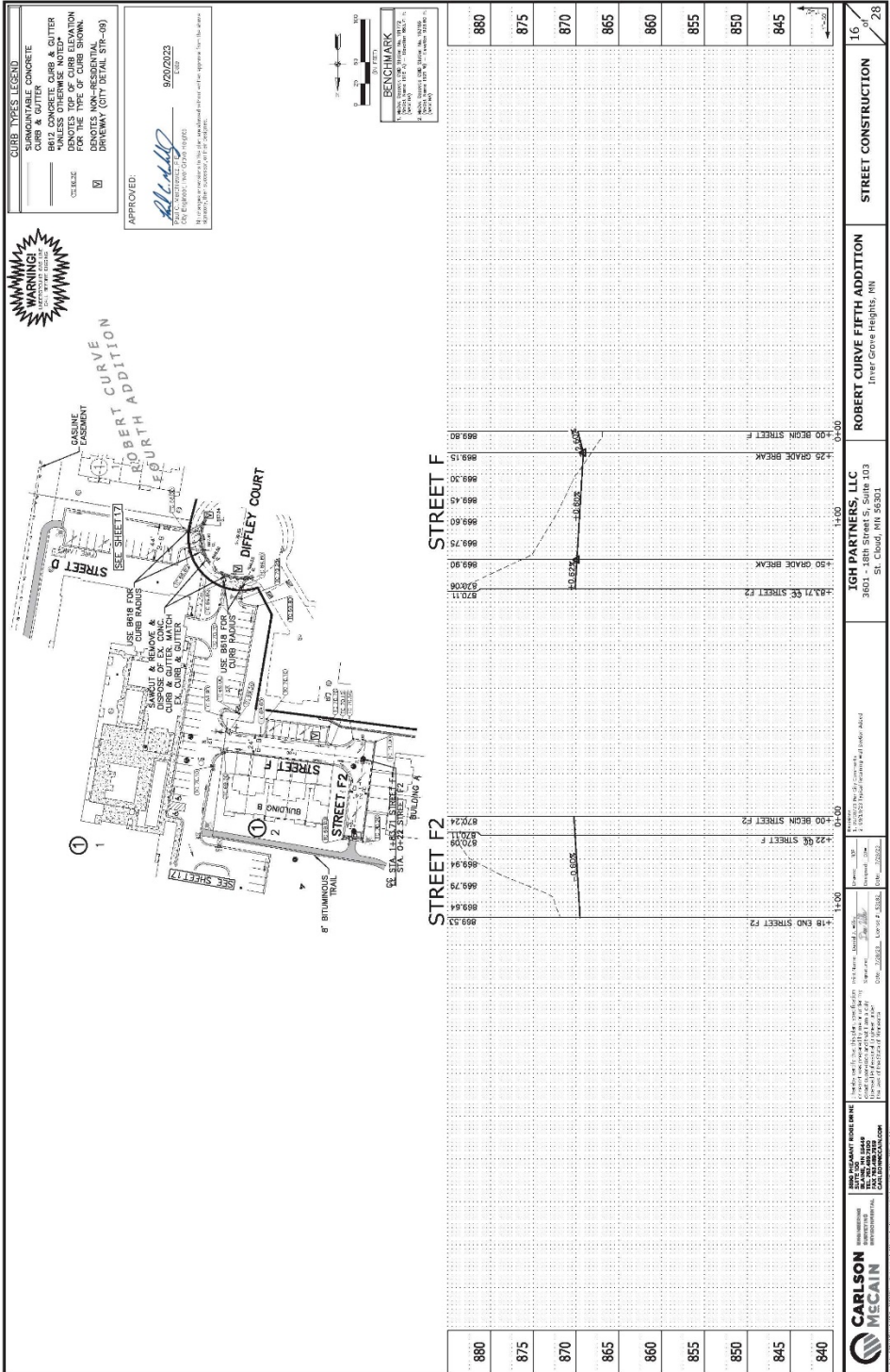
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 1, Block 1, Robert Curve Fifth Addition

CONSTRUCTION PLAN



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, ROBERT CURVE FIFTH ADDITION,
DAKOTA COUNTY, MINNESOTA**

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

**ARTICLE 1
TERMS**

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

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

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

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

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

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

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

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

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

1.9 City Costs. “City Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easement. City Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith.

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

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

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

ARTICLE 2 **RECITALS**

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

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

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement lying within the Improvement Area.

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

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

- a.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- b.) The City has the right to temporarily remove the Landowner Improvements from the City Easement in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- c.) The City has the right to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

ARTICLE 3 **AGREEMENTS**

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

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

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

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

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

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

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

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

If the Landowner does not perform such work, the City may remove the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

3.8 Modifications to Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, or placement of additional City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Landowner, the Landowner shall, within thirty (30) days after such notice, make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If the Landowner does not perform such work and if the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Landowner Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

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

Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statutes, § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder.

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

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

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

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

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

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

3.14 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**LANDOWNER:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

This Instrument Was Drafted By:

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

(651) 451-1831

After Recording Return This Instrument To:

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

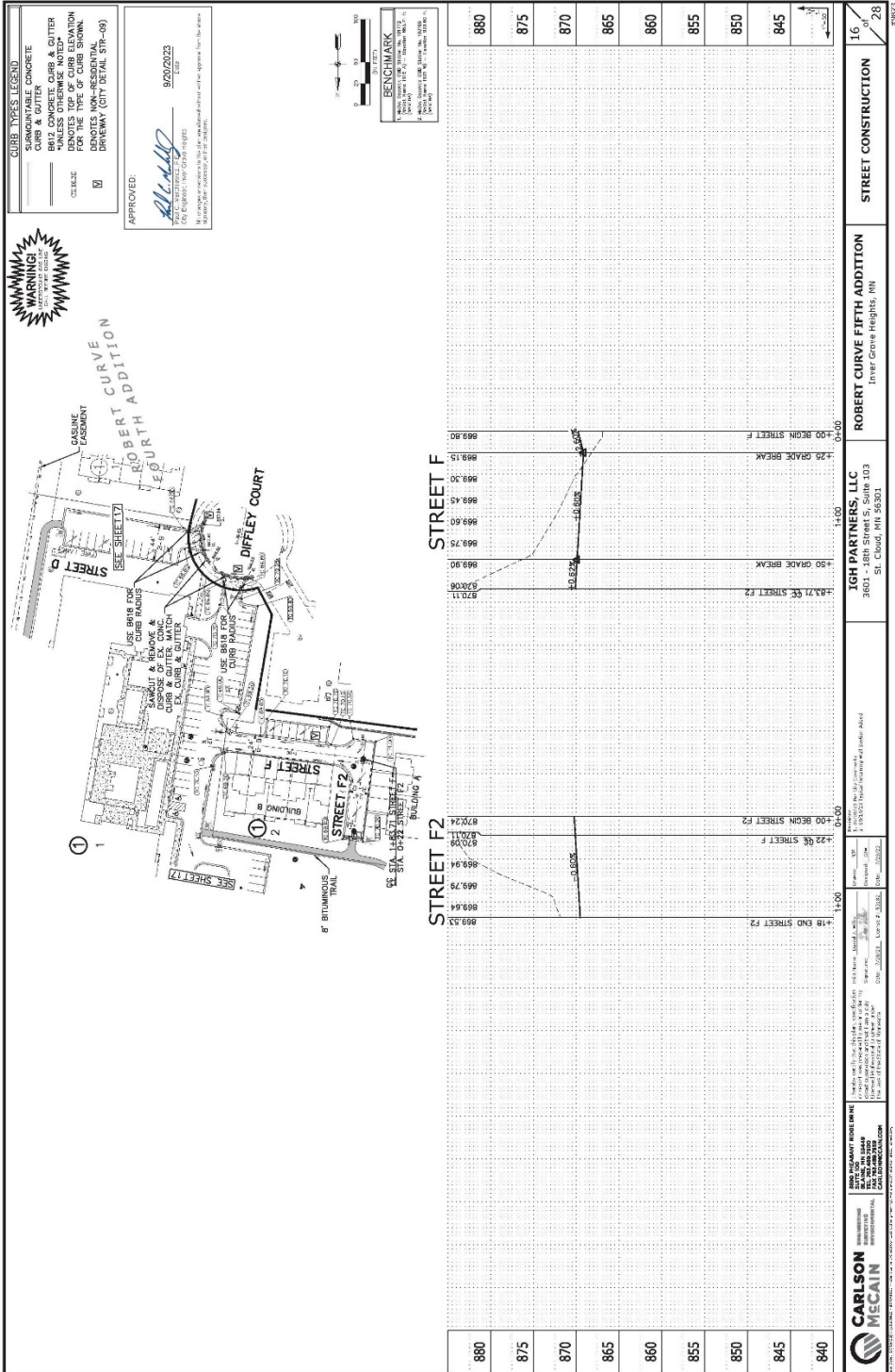
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

Lot 2, Block 1, Robert Curve Fifth Addition

CONSTRUCTION PLAN



OPEN SPACE EASEMENT

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

RECITALS

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

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

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

2.) Restrictions on Property:

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

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

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

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

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

GRANTEE:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**GRANTOR:
IGH PARTNERS, LLC**

By: _____
Scott O'Brien
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

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

Notary Public

This Instrument Was Drafted By:

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

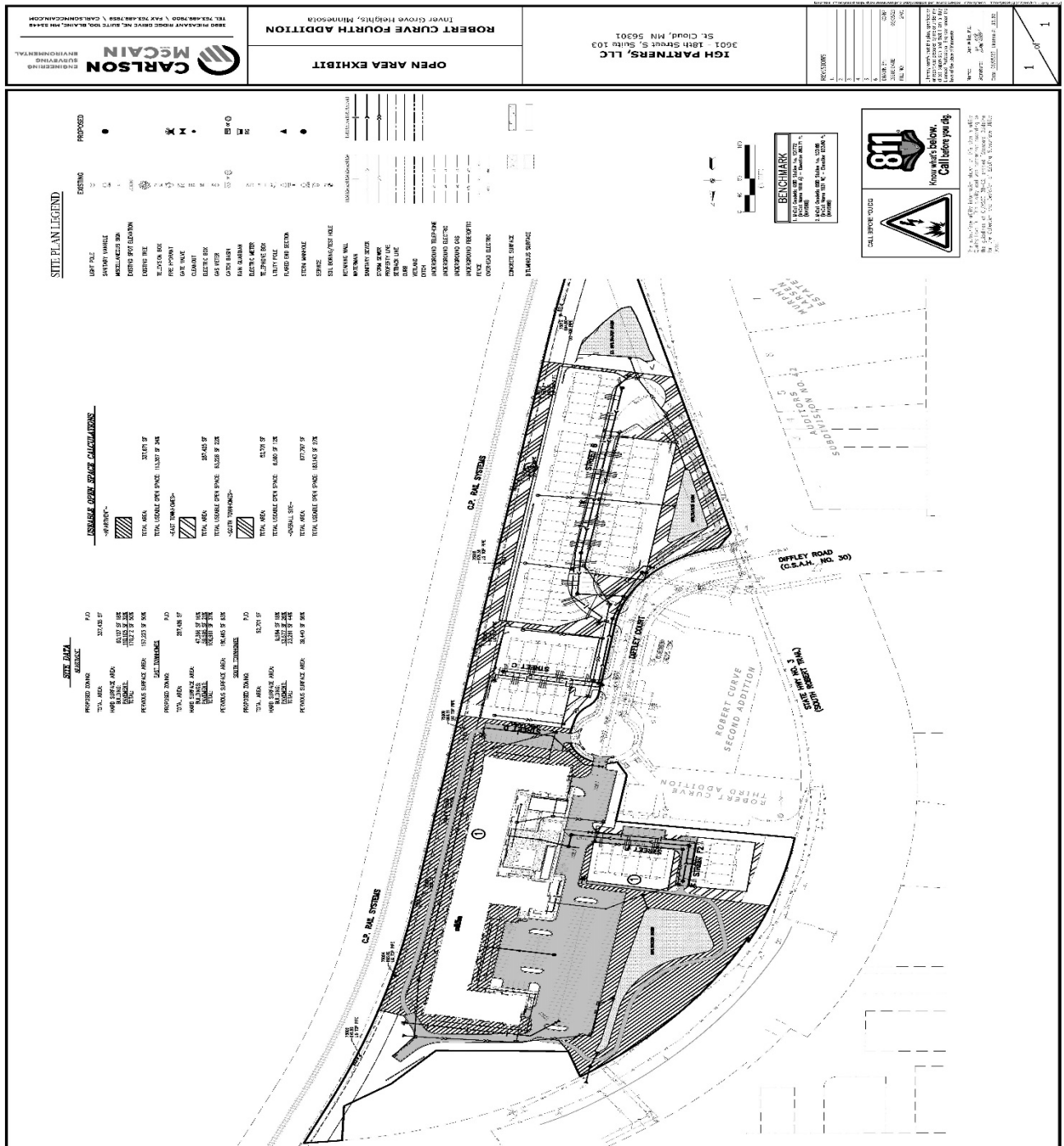
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 1 and 2, Block 1, Robert Curve Fifth Addition.

DEPICTION OF OPEN SPACE EASEMENT AREA



Request for Council Action

SUBJECT: **Variance to Allow a Pool and Perimeter Walk to be Constructed Within the Shoreland Setback at 8450 Alta Avenue.**

MEETING DATE: September 25, 2023

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider a Variance to allow a pool and perimeter walk to be constructed within the shoreland setback at 8450 Alta Avenue. (Jongbloedt – Case No. 23-35V)

- Requires 3/5th vote
- 60-day deadline: October 1, 2023

BACKGROUND

The applicant is requesting a variance to build a 20x40 ft. pool with a 5-foot perimeter walkway within the shoreland setbacks. The required setback on this property is 100 feet from the ordinary high-water (OHW) mark. At the widest point, the property is about 200 feet across. With the 100-foot setback requirement, there is no buildable area without some type of variance. At the time the house was built, the water to the east of the property was considered a wetland. There are no additional setback requirements from a wetland. The house was constructed within 28 feet of the ordinary high-water mark. In 2006, a previous owner asked for a variance for a home addition, which was granted and subsequently constructed. At that time, the DNR came out to the site and determined all portions of the body of water around the property are a part of DNR ID# 19-41. Therefore, the 100-foot setback would have to be applied to all property abutting water.

The proposed location of the pool would not be any closer to the lake than the established setbacks of the home. The applicant is proposing a five-foot perimeter walkway around the pool, that would be 23 feet from the water along the east side of the property and about 75 feet from the west side of the OHW. All other zoning requirements, such as impervious surface, would be met.

The setback encroachments of the proposed pool and perimeter walk do not appear to have an adverse impact on the shoreland. The property is unique in that it is surrounded by water on three sides of the lot. When the house was constructed, the water on the east side of the lot was considered a wetland that required no additional setbacks. The reclassification of the water to a protected water body, now requiring a 100-foot setback, affects all improvements to the property.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Staff: Planning Staff believes there is rationale and a practical difficulty to support some setback variance for a pool and a perimeter walk, but not as much of a variance as is being requested by the applicant. Staff recommends that the pool and perimeter walkway be restricted to the same setback from the water as was previously granted for the home addition, whereas the applicant is proposing that the pool be constructed within this area, but that the perimeter walkway encroach an additional five feet closer to the water. City Code states that setbacks for a pool shall be measured from the perimeter walk.

Planning Commission: At the September 6, 2023 public hearing, the Planning Commission voted (8-0) to recommend approval of the variance to construct the pool and the perimeter walk within the shoreland setback, allowing the improvements to encroach an additional five feet on both the east and west side of the property.

ATTACHMENTS

1. Resolution of Approval
2. Planning Commission Recommendation
3. Planning Report

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

RESOLUTION NO. 2023-_____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A POOL AND PERIMETER WALK TO
BE CONSTRUCTED WITHIN THE SHORELAND SETBACK**

**CASE NO. 23-35V
Jongbloedt**

Property located at 8450 Alta Avenue and legally described as follows:

SEE EXHIBIT A

WHEREAS, the applicant is requesting a variance to construct a pool and perimeter walk within the 100 foot setback from the ordinary high water mark of Rosenberger Lake, DNR ID 19-41;

WHEREAS, the afore described property is zoned R-1A, Single-family Residential;

WHEREAS, the DNR reviewed the request and did not take exception to the location of the pool;

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 September 6, 2023 in accordance with City Code Section City Code 10-3-3 C;

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

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The setback variance does not appear to have an adverse impact on the neighboring properties.
- c. The property is unique in that it is surrounded by water on three sides of the lot.
- d. The water on the southeast side of the lot was considered a wetland when the house was constructed. The reclassification of the wetland to a protected

water body, now requiring a 100-foot setback, affects all structure improvements to the property.

e. The pool would be constructed with the same or greater setbacks than the existing home to the lake.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a pool and perimeter walk 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. A grading/erosion control plan shall be required at the time of the building permit application.
3. The perimeter walk is approved to encroach an additional five feet closer to the ordinary high water mark than the pool and the established setback of the existing home.

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 25th day of September, 2023.

Brenda Dietrich, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

The following described tract, piece or parcel of land situate, lying and being in the County of Dakota and State of Minnesota to-wit:

That part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, described as follows:

Beginning at the Southwest corner of Lot One (1), Block One (1), Paradise Valley No. 2 (said point beginning on the South line of said West Half (W 1/2) of the Northwest Quarter (NW 1/4), Section Seventeen (17), distant 150.0 feet West of the Southeast corner thereof); thence North along the West line of Paradise Valley No. 2, a distance of 1214.0 feet, to a point on the South line of Paradise Valley, distant 150.0 feet West of the Southeast corner thereof; thence West along the South line of Paradise Valley, a distance of 396.0 feet; thence South along a line drawn parallel to the East line of said West Half (W 1/2) of the Northwest Quarter (NW 1/4), Section Seventeen (17), a distance of 175.7 feet; thence West at right angles to aforesaid line, a distance of 323.90 feet; thence North 17 degrees 45 minutes West, a distance of 320 feet, more or less, to the Southerly line of 82nd Street East (formerly known as Rosenberger Lane) as platted in Paradise Valley; thence Southwesterly along said Southerly line of 82nd Street East, a distance of 355 feet, more or less, to its intersection with the Easterly Right of Way line of S.T.H. #3 (formerly known as S.T.H. #218); thence Southeasterly along said Easterly Right of Way line, a distance of 405 feet, more or less, to an angle point in said Right of Way line; thence South along said Easterly Right of Way line, a distance of 745 feet, more or less, to the beginning of a curve with a central angle of 38 degrees 09 minutes and a centerline Radius of 381.97 feet; thence Southeasterly along said Easterly Right of Way line of aforesaid curve, a distance of 100 feet, more or less, to its intersection with the South line of said West Half (W 1/2) of Northwest Quarter (NW 1/4) of Section Seventeen (17); thence East along said South line of West Half (W 1/2) of Northwest Quarter (NW 1/4), a distance of 750 feet, more or less, to the point of beginning;

EXCEPTING THEREFROM the following described parcel, to-wit:

That part of the West Half (W 1/2) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Twenty-seven (27), Range Twenty-two (22), Dakota County, Minnesota, described as follows: Commencing at the Southwest corner of Lot Seven (7), Paradise Valley; thence South a distance of 308.32 feet; thence West, a distance of 130.10 feet West, to the actual point of commencement; thence North a distance of 294.06 feet, to the South line of 82nd Street East; thence Westerly along the Southerly line of 82nd Street East to its intersection with the Easterly line of State Trunk Highway #3 (formerly #218); thence Southeasterly along the Easterly line of said State Trunk Highway #3, a distance of 405 feet, more or less, to an angle point in the East line of said highway; thence Northeasterly a distance of 200 feet, more or less, to the actual point of commencement; according to the Government Survey thereof.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 6, 2023

SUBJECT: Request for a Variance to construct a pool and perimeter walkway within the shoreland setbacks of Rosenberger Lake at property located at 8450 Alta Ave. (Jongbloedt-23-35V)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice. The notices were mailed to 17 property owners on August 17th, 2023.

Presentation of Request

Associate Planner Heather Botten discussed the request for property located at the end of Alta Avenue. The property is zoned R-1A, Single-Family Residential District. The applicant requests a variance to build a 20x40 foot pool with a 5-foot perimeter walkway within the shoreland setbacks. Setbacks for a structure on a lot that does not have city water and sewer is 100 feet from the ordinary high-water mark. The property is about 200 feet across. With the 100-foot setbacks, there is no buildable area without some type of variance needing approval. The house was constructed in 1990, there was a variance approved to allow the encroachment within the shoreland. At the time the water was considered a wetland, there is no additional setbacks required from a wetland. The house was constructed within 28 feet of the ordinary high-water mark. In 2006, the previous owner asked for a variance for a home addition. At that time the DNR came out to the site and determined all portions of the water around it are a part of DNR ID# 19-41 and the 100-foot setback would have to be from all parts of the water.

The applicant requests a variance for the pool. The pool would not be any closer from the established setbacks of the existing house. Adding 5 feet for the perimeter walkway encroaches on both sides to be 5 feet closer than what the established setbacks are. The closest neighboring home is 200 feet away to the south. The pool is in compliance with the rear yard setback. A rear yard setback for a pool is 10 feet. There is no impact to those neighbors. Staff does not believe the improvements proposed would alter the character of the neighborhood. Staff believes there is rationale and a practical difficulty to support a variance for a pool and a perimeter walkway. Staff does not support the applicant's request specifically wanting the pool to meet the existing setbacks and having the perimeter walkway to encroach closer. Staff would support a variance to have the pool and perimeter walkway meet the established setbacks of the house with the two conditions listed in the report.

Staff heard from one person in the neighborhood who had general inquiries about the request. Associate Planner Botten sent them the site plan and informed them that the report is on the website. She has not heard anything further.

Planning Commission Discussion

Commissioner Twedt stated that he was very confused by the lot lines and property description on this piece of property. With 19.91 acres, he questioned if they own a large portion of the lake.

Associate Planner Botten replied in the affirmative.

Commissioner Twedt questioned if the setback was on the lake immediately to the east and

mentioned that the lake was very boggy and secluded.

Associate Planner Botten replied it was also to the west. It's a 100-foot setback coming from both directions.

Commissioner Presley asked if the DNR has commented back on the application received.

Associate Planner Botten responded the DNR did respond and did not have any issues with the proposal. They encouraged staff's interpretation of the ordinance stating that the pool is a structure.

Commissioner Weber stated that the item's staff report states that comment had not been received from the DNR and questioned if that needed to be changed.

Associate Planner Botten replied that an email response was received today at 11:23 a.m. from the DNR.

Opening of the Public Hearing

Justin Jongbloedt, 8540 Alta Avenue, stated he has read and understands the report.

Chair Niemioja asked Mr. Jongbloedt if he understand the request by staff regarding the setbacks and the sidewalk, and if it worked into his plan.

Mr. Jongbloedt replied that he understands. He said in the backyard of his property there is landscaping and patio that has been there for 15-20 years. The pool could be built within the guidelines of the home, with the patio 5 feet and the way the landscaping is, it is in the 28.3 feet.

Chair Niemioja asked if it was on the western end of the 28.3.

Mr. Jongbloedt referenced the southeast side of the home, indicating that between 28.3 and 33.8, is a concrete pad with a hot tub and steps going down. There is patio work there from when the home was remodeled.

Chair Niemioja asked if there is a pre-existing concrete structure going out, if that has already been established as a new line.

Associate Planner Botten replied the patio would not have needed a permit. By code definition, there are specific requirements that are measured from the perimeter walk around a pool. It is specific in the code on what the setbacks include.

Chair Niemioja stated the standard is met for getting a variance on the pool. The setback for the walkway around the pool is what the Commission needs to consider.

Mr. Jongbloedt shared that the long-term plan would be to put a fence around the area. He asked if the fence would fall in line with anything.

Associate Planner Botten replied that it depends on how high the fence would be.

Mr. Jongbloedt replied about 3.5 to 4 feet.

Associate Planner Botten responded that should be fine. She said he could not do the concrete pad around the pool and do a patio later. If he cannot do it on one side, he could do it on the other side to make up for the loss of patio work.

Commissioner Clancy mentioned they were looking at the west and eastern sides, mainly the northeastern corner of the pool perimeter. He questioned if they were impeding upon the variance distance already. That gets them outside of the 28.3. He asked if the applicant could build closer to the house with the patio and stop as soon as they get close to the 28.3/80-foot distance from the high-water mark.

Associate Planner Botten replied it widens as going north. If there is room for them to push it up, they could, as long as everything is within the 28.3. She mentioned that a 20-foot-wide pool is large, there are also pools that could be 15 feet wide in terms of other options.

Commissioner Clancy referenced the proposed design and questioned if slicing the sidewalk patio and then stopping, so he could not build beyond that certain point. He said it was a possible idea, there needs to be reasoning to approve the rationale.

Associate Planner Botten replied they could be around a good portion of the pool, just not all the way around.

Mr. Jongbloedt stated if 28.3 is the imaginary line, it still fits. He would not have a perimeter around the entire pool. It would be more triangulated near where the deck is, which is still acceptable.

Commissioner Heidenreich agreed that pushing the pool closer to the house might be a solution, but did not think it was practical because they have to stay 10 feet from the deck structure so people do not think it is ok to try to jump that distance. He said the whole property is noncompliant. There is nothing that can be done to bring it into compliance, they cannot make it bigger. He suggested going with it and letting the DNR make the final decision.

Chair Niemioja said the DNR was not likely to come back on this item, it would be up to the City Council.

Chair Niemioja mentioned that staff's recommendation was to stay within the 28.3, but to let it happen.

Commissioner Wippermann asked what the difference was between a patio surface and a walkway surface.

Associate Planner Botten replied that the walkway surface is connected to the pool. Code specifically states for a pool that you measure from the perimeter walk, slope around the pool, or the edge of the pool, whichever is closer. In this case the perimeter walk is the greatest.

Commissioner Wippermann said he doesn't have a problem with approving the variance for the entire request.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

Chair Niemioja mentioned that Commissioner Heidenreich made a great point in that the entire

area is non-compliant. The fact that it was a lake was surprising.

Commissioner Twedt said there are setback requirements for a couple of reasons, one to protect the water, the other to protect the neighbors. The applicants own the lake. He said it sounded like this was protecting them from themselves.

Chair Niemioja mentioned there is a practical difficulty that applies for the pool. She would extend that a little beyond what staff is saying. She said if the DNR didn't have a strong opinion on it, she thought the practical difficulty would apply.

Commissioner Weber asked how often the high-water mark is analyzed.

City Planner Allan Hunting replied he was unsure how often. Those are established by the DNR.

Commissioner Weber said he was comfortable giving all for this request. The maps are unlikely up to date and the water line could be out another 10 feet.

Planning Commission Recommendation

Motion by Weber, Second by Twedt, to Approve the Variance to construct the pool and the perimeter walk within the shoreland setback subject to the two conditions, using the rationale listed, allowing it to go to the 23-foot mark, and to accept the DNR email into the record and packet for property located at 8450 Alta Ave. (Jongbloedt-23-35V).

Ayes: 8

Nays: 0 Motion carried.

This item tentatively goes to the City Council on September 25th, 2023.



Planning Commission Report

MEETING DATE:	September 6, 2023
CASE NO:	23-35V
APPLICANT:	Justin Jongbloedt
PROPERTY OWNER:	Same as Applicant
REQUEST:	Variance from the shoreland setbacks
LOCATION:	8450 Alta Avenue
COMPREHENSIVE PLAN:	LDR, Low Density Residential
ZONING:	R-1A, Single-Family Residential
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

1. A **Variance** to allow a pool and perimeter walk to be constructed within the 100-foot ordinary high-water mark setback.

BACKGROUND

The applicant is requesting a Variance to build a 20' x 40' pool with a five (5) foot perimeter walkway surrounding the pool, within the shoreland setbacks. The applicant's property is the last lot along a dead-end road. It is a riparian lot, abutting Rosenberger Lake, identified as DNR ID 19-41. Setbacks for structures on lots without city sewer and water are 100-feet from the Ordinary High Water (OHW) mark.

The existing house, constructed in 1990, received City Council approval for a Variance to allow an encroachment within the shoreland setback. At that time, it was determined the required shoreland setback was only from the shoreline along the west side of the property. The water on the southeast side of the property was considered a wetland and no setback was required from a wetland. Therefore, the house was constructed about 28 feet from this wetland. In 2006, a previous owner received a Variance to construct an addition onto the home. During the 2006 Variance process the DNR visited the property and determined that all of the water surrounding the house was part of DNR Lake 19-41. Hereafter, a 100-foot setback would be required from all sides abutting the water.

The strip of land, or peninsula, the house is located on is approximately 200 feet wide where the house is located. A 100-foot setback from both the east and west side leaves no building site unless a Variance is granted. The proposed location of the pool would not be any closer to the lake than the setbacks of the existing home. The applicant is proposing a five-foot perimeter walkway around the pool, that would be 23 feet from the water along the east side of the property. All other zoning requirements, such as impervious surfaces, would be met.

EVALUATION OF REQUEST

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

North	Rosenberger Lake		
East	Single-Family Residential	Zoned: R-1A, Single-Family Residential	Guided: Low Density Residential
West	Rosenberger Lake		
South	Single-Family Residential	Zoned: E-1, Estate District	Guided: Rural Density Residential

ENGINEERING

Engineering has reviewed the request and takes no exception to the proposed location of the pool.

DNR REVIEW

The Shoreland Overlay District requires that any application for a Variance be submitted to the DNR for their review and comment. The request has been sent to the DNR for review, but comment has not been received.

VARIANCE

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

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

The request is not contrary to the planned residential use of the property or area as defined in the Comprehensive Plan. The proposed pool would meet other code requirements such as impervious surface, and setbacks from the rear property line.

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

A 100-foot setback from both the east and west Ordinary High Water levels leaves no buildable site on the property unless a Variance is granted. The proposed location of the pool would not be any closer to the lake than the setbacks established by the home, but the perimeter walkway would be about five (5) feet closer to the OHW. City Code requires swimming pool setbacks to be measured from the nearest edge of the slope around the pool, perimeter walk, or the edge of the pool (whichever is closer to said lot line). In this case, the setback would be measured from the edge of the perimeter walkway around the pool, encroaching an additional five (5) feet into the OHW setback. The size of the pool may be able to be reduced to keep the entire pool and walkway within the established setbacks of the home.

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

The lot does have special conditions that do not apply to all properties in the area. The lot has water frontage on all but the south side. The peninsula shape of the property and the 100-foot setback restricts the buildable area to a point where the setbacks overlap, which would eliminate any area to construct a pool without a Variance being granted. Additionally, the reclassification of the wetland on the southeast part of the property to a protected water body, requiring a 100-foot setback, impacts any improvements to the property.

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

One of the functions of setback requirements is to protect the shoreland and maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed structure meets these requirements. The closest neighboring home is to the south, which would be over 250 feet away from the pool. The pool and perimeter walkway comply with the 10-foot setback requirement from the rear, south lot line. Staff does not believe the improvements would alter the essential character of the neighborhood.

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

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

ALTERNATIVES

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

A. Approval.

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

- Approval of a Variance to construct a pool and perimeter walk within the shoreland setbacks 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 Grading/Erosion Control Plan shall be required at the time of the building permit application.

Rationale:

The request is not out of character for the neighborhood and is consistent with the Comprehensive Plan. The encroachments of the proposed pool and perimeter walk do not appear to have an adverse impact on the shoreland. The property is unique in that it is surrounded by water on three sides of the lot. The water on the southeast side of the lot was considered a wetland when the house was constructed, which there were no setback requirements from a wetland. The reclassification of the water to a protected water body, now requiring a 100-foot setback, impacts all improvements to the property. The proposed improvements would be constructed within the same setbacks that currently exist on the property.

B. Denial.

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

RECOMMENDATION

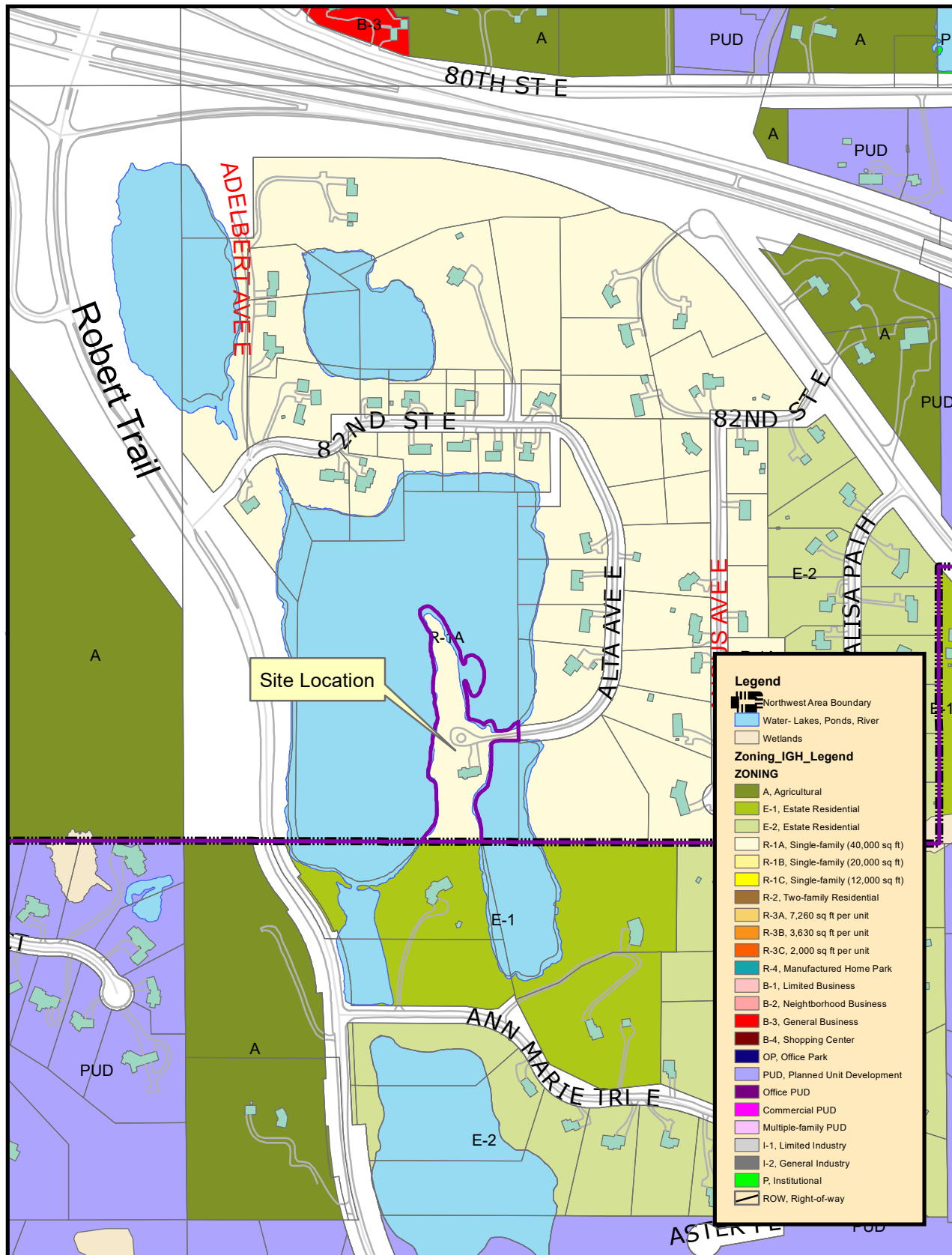
Based on the information in the preceding report and the conditions listed in Alternative A, staff believes there is a practical difficulty to support a setback Variance for a pool and perimeter walkway. Staff recommends approval of the OHW setback Variance but believes the pool **and** perimeter walkway shall not be closer to the OHW mark than the established setbacks of the existing home.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan



8450 Alta Ave Case No. 23-35V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale

8450 Alta Planning Application

8450 Alta Ave Inver Grove Heights, MN 55077 is a unique property surrounded by Rosenberg Lake on the West and North sides and a wetland area on the east side. The property owners are looking to build a 20x40 pool for recreation. The property is 19 acres with 4 acres above water. The long and narrow topography limits building another structure within the 100 feet requirement of the OHWM of Rosenberg Lake and the wetland area anywhere within the property.

The proposed pool is in the home's backyard, in between the existing distance to the OHWM of both bodies of water on the property. The proposed location for the pool would not be visible within the neighborhood or on the main roads. The proposed pool would be built 80 feet from the west side of the OHWM of 799.5 feet and 28 feet from the OHWM of 801.4 on the east side of the property. The homeowners will also provide two rows of sediment control to protect the waters during the construction.

Neighboring Properties

North

JOSHUA & ANDREA SCHROCK

8373 ALTA AVE

East

THOMAS W & AIDA TSTES SCHAEFER

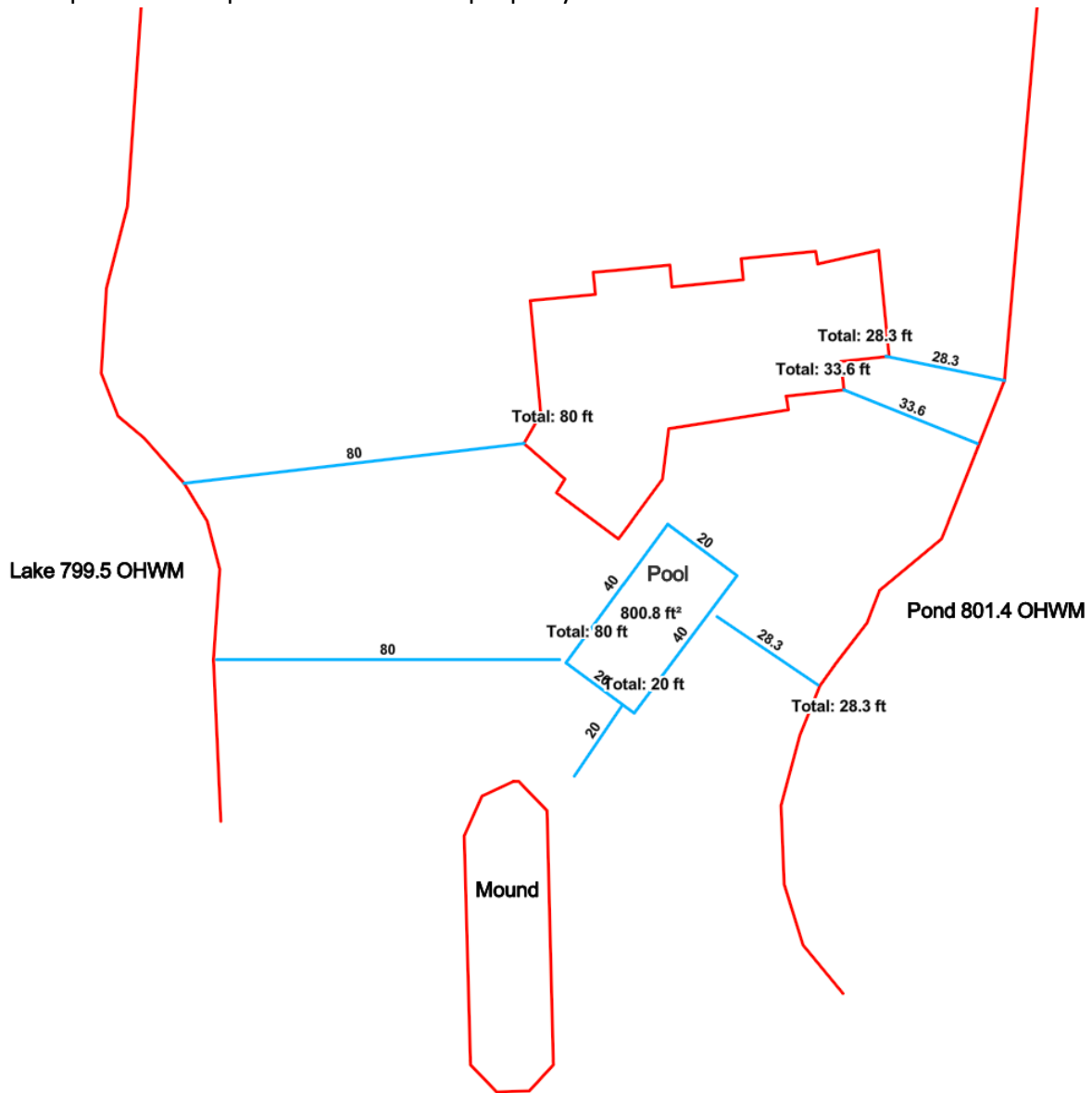
8420 ALVERNO AVE

South

CHEU & CHOUA E LEE

8606 ROBERT TRL S

Aerial photo of the pool located on the property.





Request for Council Action

SUBJECT: Liquor License Compliance Check Violations

MEETING DATE: September 25, 2023

ITEM TYPE: Regular Business

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to consider adoption of the attached Resolutions, imposing civil penalties for liquor license violations found during recent compliance checks conducted by the Police Department; after holding a hearing prior to considering the imposition of any license suspensions.

BACKGROUND

On Friday, July 28, 2023, and Thursday, August 31, 2023, the Inver Grove Heights Police Department conducted alcohol compliance checks of all liquor license holders within the city. As a result of these compliance checks, five existing liquor license holders were found to have sold, furnished, or delivered an intoxicating liquor to a person under the age of twenty-one, in violation of both state statutes and the City Code. Several of the license holders also did not have proof that their employees who were serving alcoholic beverages had completed the required server training.

The five liquor license holders that were found to have a compliance check failure are:

Inver Grove Heights 2001 LLC
DBA Cub Foods
7850 Cahill Avenue,
Inver Grove Heights MN, 55076

American Multi-Cinema, Inc.
DBA AMC Theatres Inver Grove Heights 16
5567 Bishop Avenue,
Inver Grove Heights MN, 55076

Northern Tier Retail LLC
DBA Speedway #4411
7501 Concord Boulevard,
Inver Grove Heights MN, 55076

H & K Corporation
DBA Market Liquor
5866 Blaine Avenue,
Inver Grove Heights MN, 55076

Lakeville Brewing Co. LLC

DBA Inver Grove Brewing Company
9051 Buchanan Trail,
Inver Grove Heights MN, 55076

All liquor license holders that were found to have failed the compliance check were served with written notice regarding the violation(s) and a summary of the incident and were advised that the Council would be considering these violations, and imposition of civil monetary penalties/license suspensions, at its September 25 meeting.

The City Code contains the following regarding liquor license violations:

4-1-19: Civil Penalties and Sanctions

The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollar (\$750.00) civil penalty.
- Second violation within the last five (5) years: One thousand dollar (\$1,000.00) civil penalty and a one-day license suspension. The Police Chief or his/her designee will recommend three (3) potential calendar dates for the suspension to the council, who will select the suspension date.
- Third violation within the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a three (3) day license suspension and/or license revocation. The Police Chief or his/her designee will recommend five (5) potential calendar dates for the suspension to the council who will select three (3) days for the suspension.
- More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days and/or license revocation. If it is determined that the license will be suspended and not revoked, the Police Chief or his/her designee will recommend calendar dates for the suspension to the council which shall select the specific dates for the suspension.

According to City records, within the last five (5) years, this is **the first violation for:**

American Multi-Cinema, Inc.
DBA AMC Theatres Inver Grove Heights 16
5567 Bishop Avenue,
Inver Grove Heights MN, 55076

Inver Grove Heights 2001 LLC
DBA Cub Foods
7850 Cahill Avenue,
Inver Grove Heights MN, 55076

According to City records, within the last five years, this is **the second violation for:**

H & K Corporation
DBA Market Liquor
5866 Blaine Avenue,

Inver Grove Heights MN, 55076

Lakeville Brewing Co. LLC
DBA Inver Grove Brewing Company
9051 Buchanan Trail,
Inver Grove Heights MN, 55076

According to City records, within the last five years, this is the **third violation for:**

Northern Tier Retail LLC
DBA Speedway #4411
7501 Concord Boulevard,
Inver Grove Heights MN, 55076

Staff recommends that the Council impose the minimum presumptive penalties for all liquor license violations.

The Council is asked to consider each resolution finding a violation of the licensee's liquor license separately and to provide an opportunity for each license holder to be heard prior to the Council taking formal action imposing civil penalties for the violations. For violations where the minimum penalty includes a license suspension, the Council must hold a hearing and allow the license holder the opportunity to present information regarding the alleged violation prior to taking action to impose a license suspension.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends that the Council hold hearings as required and consider adoption of the attached Resolutions, imposing civil penalties for liquor license compliance check violations for identified liquor license holders.

ATTACHMENTS

1. Cub Foods Liquor License Violation Resolution and Supporting Documents
2. AMC Liquor License Violation Resolution and Supporting Documents
3. Market Liquor Liquor License Violation Resolution and Supporting Documents
4. Inver Grove Brewing Company Liquor License Violation Resolution and Supporting Documents
5. Speedway # 4411 Liquor License Violation Resolution and Supporting Documents

RESOLUTION NO. 23-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
Inver Grove Heights 2001 D/B/A Cub Foods**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the City Council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment.

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

FINDINGS

- 1.1 Inver Grove Heights 2001 d/b/a Cub Foods (the "License Holder") holds an off-sale 3.2% malt liquor license (the "License") for the premises located at 7850 Cahill Avenue, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 28, 2023, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly provided to the License Holder of the License for the premises at 7850 Cahill Avenue, Inver Grove Heights, Minnesota on or around September 15, 2023.
- 1.4 Consideration of the alleged liquor license violation was held on Monday, September 25, 2023, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 All persons who appeared and desired to be heard regarding the alleged liquor license violation were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the September 25, 2023 City Council meeting, the City Council concludes that the License Holder of the off-sale 3.2% malt liquor license for the License Premises located at 7850 Cahill Avenue, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 28, 2023, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's off-sale 3.2% malt liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following civil penalty is imposed for the violation:
 - 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty is not paid on or before October 25, 2023, the Off-Sale 3.2 % malt liquor license held by Inver Grove Heights 2001 d/b/a Cub Foods shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2023

Inver Grove Heights 2001 LLC (DBA) Cub Foods
7850 Cahill Ave.
Inver Grove Heights, MN 55076

Dear Cub Foods:

On July 28th, 2023, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check.

Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. Details about this compliance check failure are found in the attached police incident report.

This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

According to our records, this is **your first violation** within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the first violation of a liquor license within the last five (5) years is a civil penalty of \$750.00.

The Police Department will be submitting your violation to the City Council with a recommendation that the Council impose a civil penalty of \$750.00 for this violation. The City Council will consider this matter at its September 25, 2023, City Council meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You are not required to attend this meeting but may attend if you so choose.

If you have any questions regarding our alcohol compliance program, please contact Sergeant Dane Winget, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Dane Winget, Sergeant



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 7850 Cahill Avenue
Inver Grove Heights, MN
55076

Incident Type: Other

Start Date: 2023-07-28 12:56

End Date: 2023-07-28 13:40

Reported Date: 2023-07-28 12:56

Location Description:

Parties Involved:

Ledman, Christine Marie [REDACTED] Suspect

Hagedorn, Christopher Scott [REDACTED]

Mentioned

Cub Foods

[REDACTED]

Confidential

CASE INFORMATION

Body Cam:

Yes

Surveillance Video:

No

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

SYNOPSIS OF EVENTS

On 07/28/2023 at 1256 hours, Officers responded to the 7800 block of Cahill Avenue for a alcohol compliance check. Through further investigation, Officers determined that Christine Ledman, age 62 of IGH sold alcohol to a minor. Christine was charged via formal complaint.

NARRATIVE

On 2023-07-28 at 12:56 hours, I responded to Cub Foods located at 7850 Cahill Avenue for an alcohol compliance check.

It should be noted that Buyer 1 (B1) was briefed and was dressed in normal attire as they normally would for the conditions outside. B1 did not use any disguises to make them appear older than they actually are. B1 did not engage in extra conversation and did not attempt to persuade the seller to sell/serve them alcohol.

CASE #: 23002514

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

For each attempted buy B1 presented their valid MN identification card which was oriented vertically and clearly was marked in red with 'UNDER 21'. B1 was provided with 40.00 dollars US currency as buy funds.

I entered Cub and positioned myself to be able to observe and hear the transaction. B1 selected a case of "Mango Cart" which is an alcoholic beverage. I then observed B1 proceed to attempt to self-checkout with the item at a self-checkout register. The system flagged the item as requiring an ID to be presented. It was at this time that Christine Marie Ledman DOB [REDACTED] approached B1 and asked for her to present her government issued ID. I observed B1 provide Ledman with her ID which clearly indicated that she was under 21 years old.

Ledman then entered in a date of birth into the self-checkout computer which approved the transaction. B1 completed the transaction by paying cash and walked out of the store with the alcoholic beverage. Sgt Winget waited for B1 outside and collected the purchased alcohol. Sgt Winget later brought the alcohol to me inside Cub. It was at this time I activated my BWC, showed my badge and identified myself as law enforcement. I asked for Ledman to contact her store manager and requested to speak somewhere in private about the incident. I was then approached by the manager who was identified as Christopher Scott Hagedorn DOB [REDACTED]. Hagedorn was able to provide me a copy of Ledman's formal alcohol sales training record. I collected a photograph of the certificate.

I requested for Ledman to provide a formal statement regarding the incident, and she agreed to do so. I then read Ledman the Miranda Advisory and she agreed to speak with me. During the statement, Ledman advised that she mistakenly did the math for B1's license. Ledman also advised that she believed she had typed in B1's DOB into the system but recognized that she may have incorrectly entered in the information. I later uploaded the statement into evidence.com. I returned the Alcohol for a full refund. It should be noted also that the volume of customers was light at the time of the incident.

While debriefing the buyer B1 stated the cashier requested her MN ID card and stated she observed the cashier look at the ID and attempt to enter the DOB from her ID into the self-checkout machine. B1 stated she was not sure what date the system recognized but she observed the cashier attempt to enter the correct date. I requested a full report from CUB foods with all transaction information for this incident. As of this report I have not received any further communications from Cub in regard to transaction information.

Please forward this incident to the attorney's office for the formal charging of Christine Marie Ledman DOB [REDACTED] for the listed charges.

PARTIES INVOLVED

PERSON 1

CASE #: 23002514

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Role(s): Suspect

Last: Ledman First: Christine Middle: Marie Date of Birth: [REDACTED] (62)

Sex: Female Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] lbs Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED] Description: [REDACTED]

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)

Level: Gross Misdemeanor UOC: Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

PERSON 2

Role(s): Mentioned

Last: Hagedorn First: Christopher Middle: Scott Date of Birth: [REDACTED] (44)

Sex: Male Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description: [REDACTED]

EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift: [REDACTED]

Address: [REDACTED]

Address Type: [REDACTED]

Address Description: [REDACTED]

CASE #: 23002514

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

BUSINESS 1

Role(s): Mentioned

Business Name: Cub Foods

Location: 7850 Cahill Avenue; Inver Grove Heights, MN 55076; Dakota US

PERSON 3

Role(s): Confidential

Last: [REDACTED] First: [REDACTED] Middle: [REDACTED] Date of Birth: [REDACTED] (18)

Sex: Female Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: No Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Grocery/Supermarket

CASE #: 23002514

INCIDENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:

Address:

7850 Cahill Avenue
Inver Grove Heights, MN 55076

Incident Type:

Other

Location Description:

Parties Involved:

Hagedorn, Christopher Scott [REDACTED] Mentioned
Cub Foods

Start Date: 2023-08-01 12:51

End Date: 2023-08-01 12:59

Reported Date: 2023-08-01 12:51

Photos:

Yes

Body Cam:

Yes

OFFICER INFORMATION

Name

Joseph DeRosier

Agency

Inver Grove Heights

Badge

3631

Role

Primary

NARRATIVE

On 2023-08-01 at 12:51 hours, Officers responded to Cub Foods at 7850 Cahill Avenue for a liquor license compliance check.

Upon arrival, Officers located multiple alcoholic beverages which contained alcohol concentrations of over 3.2%. Some of these items were "Corona Premier", "Mango Cart" and multiple other beverages.

Officers noted that Cub's liquor license grants permission to sell alcoholic beverages which contain concentrations of 3.2% or less. Officers made contact with the manager who was identified as Christopher Scott Hagedorn DOB/[REDACTED] Hagedorn was advised of our findings and agreed to remove all items from the shelf. Multiple photographs of the items were collected during the incident.

It should be noted that this incident is a violation of ordinance 4-1-4 as Cub Foods is operating outside of their license type.

No further action taken.

PARTIES INVOLVED

CASE #: 23002514

SUPPLEMENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

PERSON 1

Role(s): Mentioned

Last: Hagedorn First: Christopher Middle: Scott Date of Birth: [REDACTED] (44)

Sex: Male Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: Residence/Home

Cell Phone: [REDACTED] Description:

EMPLOYMENT INFORMATION

Name: [REDACTED] Type: [REDACTED]

Occupation: [REDACTED] Shift:

Address: [REDACTED]

Address Type

[REDACTED]

Address Description: [REDACTED]

BUSINESS 1

Role(s): Mentioned Business Name: Cub Foods

Location: 7850 Cahill Avenue; Inver Grove Heights, MN 55076; Dakota US

CASE #: 23002514
SUPPLEMENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002514

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation:

Address:

7850 Cahill Avenue
Inver Grove Heights, MN 55076

Location Description:

Parties Involved:

Incident Type: Other
Start Date: 2023-07-28 12:56
End Date: 2023-07-28 13:40
Reported Date: 2023-08-22 15:25

Evidence Entered:

Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Dane Winget	Inver Grove Heights	3611	Primary

NARRATIVE

I received a DVD with the video of the transaction for this case from CUB management. Upon review of the video the transaction is clearly visible. Ledman takes the UNDER 21 id and reviews it for about ten seconds before manually typing the date of birth into the terminal. Upon review it looks as though Ledman typed 2000 into the terminal instead of the actual 2005, which in turns allows the transaction to go through.

I made a digital copy of the video and uploaded it to the case file. The original DVD has been entered into evidence. I have no further information.

CASE #: 23002514

SUPPLEMENT REPORT

RESOLUTION NO. 23-_____

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
ON-SALE LIQUOR LICENSE HOLDER
American Multi-Cinema, Inc, D/B/A AMC Theaters**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the City Council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment.

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

FINDINGS

- 1.1 American Multi-Cinema, Inc. d/b/a AMC Theaters (the "License Holder") holds an on-sale intoxicating liquor license (the "License") for the premises located at 5567 Bishop Avenue, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 28, 2023, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly sent to the License Holder of the License for the premises at 5567 Bishop Avenue, Inver Grove Heights, Minnesota on or about September 15, 2023.
- 1.4 Consideration of the alleged liquor license violation was held on Monday, September 25, 2023, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 All persons who appeared and desired to be heard regarding the alleged liquor license violation were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the September 25, 2023 City Council meeting, the City Council concludes that the License Holder of the on-sale intoxicating liquor license for the Licensed Premises located at 5567 Bishop Avenue, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 28, 2023, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's on-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's first license violation within the past five (5) years.

SANCTION

- 3.1 The following civil penalty is imposed for the violation:
 - 3.1.1 A seven hundred fifty dollar (\$750.00) civil penalty is imposed. If this penalty is not paid on or before October 25, 2023, the On-Sale liquor license for American Multi-Cinema, Inc. d/b/a AMC Theaters shall be suspended without notice to the licensee until the civil penalty is paid.

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2023

American Multi-Cinema, Inc. (DBA) AMC Theaters
5567 Bishop Avenue
Inver Grove Heights, MN 55076

Dear AMC Theaters:

On July 28th, 2023, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed** the alcohol sales compliance check.

Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. Details about this compliance check failure are found in the attached police incident report.

This is a violation of City of Inver Grove Heights Code Section 4-1-14:
Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

According to our records, this is **your first violation** within the last five (5) years.

City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes that the minimum penalty for the first violation of a liquor license within the last five (5) years is a civil penalty of \$750.00.

The Police Department will be submitting your violation to the City Council with a recommendation that the Council impose a civil penalty of \$750.00 for this violation. The City Council will consider this matter at its September 25, 2023, City Council meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You are not required to attend this meeting but may attend if you so choose.

If you have any questions regarding our alcohol compliance program, please contact Sergeant Dane Winget, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Dane Winget, Sergeant



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002518

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.702.(8) (90G)

Address: 5567 Bishop Avenue
Inver Grove Heights, MN
55076; Dakota US

Incident Type: Other

Start Date: 2023-07-28 14:54

End Date: 2023-07-28 15:20

Reported Date: 2023-07-28 14:54

Location Description:

Parties Involved:

Boudouris, George Gus [REDACTED] Suspect
AMC Theaters

[REDACTED]
Confidential

Mitchell, Brady Wayne [REDACTED] Mentioned

CASE INFORMATION

Photos:
Yes

Statements:
Yes

Body Cam:
Yes

Surveillance Video:
No

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

SYNOPSIS OF EVENTS

On 07/28/2023 at 1454 hours, Officers responded to the 5500 block of Bishop Avenue for a alcohol compliance check. Through further investigation, Officers determined that George Boudouris, age 25 of IGH sold alcohol to a minor. George was charged via formal complaint.

NARRATIVE

On 2023-07-28 at 13:26 hours, I responded to AMC located at 5567 Bishop Avenue for an alcohol compliance check.

It should be noted that Buyer 1 (B1) was briefed and was dressed in normal attire as they normally would for the conditions outside. B1 did not use any disguises to make them appear older than they actually are. B1 did not engage in extra conversation and did not attempt to persuade the seller to sell/serve them alcohol. I provided B1 with 40.00 dollars of US currency of city buy funds for all transactions.

CASE #: 23002518

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002518

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

For each attempted buy B1 presented their valid MN identification card which was oriented vertically and clearly was marked in red with 'UNDER 21'.

Upon arrival at the AMC theater, B1 and I purchased tickets to obtain access to the food concessions/bar area. After entry to the lobby, I positioned myself to be able to observe and hear the transaction. I observed B1 solely approach the bar and request to purchase a "twisted tea" which is an alcoholic beverage. B1 spoke to the bartender who was later fully identified as George Gus Boudouris [REDACTED]. George did not ask B1 for her ID, then accepted payment and provided her with the drink. It was at this time I activated my BWC, showed my badge and identified myself as law enforcement. The buyer left the theater at this time.

I asked for George to contact his store manager and requested to speak somewhere in private about the incident. I was then approached by the manager who was identified as Brady Wayne Mitchell [REDACTED].

I requested for George to provide a formal statement regarding the incident, and he agreed to do so. I then read George the Miranda Advisory and he agreed to speak with me. During the statement, George advised that he sold a Twisted Tea to an underage female without requesting for her ID. I later uploaded the statement into evidence.com.

I later asked Mitchell about any formal training records for Richter and was able to locate the records. Photographs of the certificates were uploaded into electronic evidence. I received a full refund for the purchased alcohol and movie tickets.

It should be noted that during the purchase, there appeared to be few customers purchasing food/drinks. It should also be also noted that B1 was debriefed after the incident. B1 advised that she was not asked for her ID during the incident and completed the transaction. B1 did not consume or possess any alcohol outside of the designated transaction.

Please forward this incident to the attorney's office for the formal charging of George Gus Boudouris [REDACTED] for the listed charges.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Boudouris	First: George	Middle: Gus	Date of Birth: [REDACTED] (25)	
Sex: Male	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]	Hair: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: [REDACTED]	Ethnicity: [REDACTED]	Build: [REDACTED]	Complexion: [REDACTED]



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002518

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED]

Description:

CHARGES/ORDINANCES

Type: Statute

Charge: 340A.702.(8) (90G)

Level: Gross Misdemeanor

UOC:

Enh. Factor:

Description: Liquor-Sell To/Induce Under 21 to Purchase

BUSINESS 1

Role(s): Mentioned

Business Name: AMC Theaters

Location: 5567 Bishop Avenue; Inver Grove Heights, MN 55076; Dakota US

PERSON 2

Role(s): Confidential

L [REDACTED] First: [REDACTED] Middle: [REDACTED] Date of Birth: [REDACTED] (18)

Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

PERSON 3

Role(s): Mentioned

Last: Mitchell First: Brady Middle: Wayne Date of Birth: [REDACTED]

Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED]

Description:

CASE #: 23002518

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002518

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Convenience Store

CASE #: 23002518

INCIDENT REPORT

RESOLUTION NO. 23-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
OFF-SALE LIQUOR LICENSE HOLDER
H & K Corporation D/B/A Market Liquor**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the city council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 H & K Corporation d/b/a Market Liquor (the "License Holder") holds an off-sale intoxicating liquor license (the "License") for the premises located at 5866 Blaine Avenue, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2023 at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2023, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises who sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21 had not completed alcohol server training, and the License Holder did not provide proof of completion of alcohol server training for all employees in violation of City Code Section 4-1-14J(7) and (8) and 4-1-19(A)(5) and (6).
- 1.4 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 5866 Blaine Avenue, Inver Grove Heights, Minnesota on or

around September 15, 2023, by leaving a copy of the Notice of Hearing and Attachments addressed to H & K Corporation d/b/a Market Liquor, at the licensed premises with the person in charge thereof.

- 1.5 A hearing regarding the alleged liquor license violation was held on Monday, September 25, 2023, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.6 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the September 25, 2023 City Council meeting, the City Council finds that the License Holder of the off-sale intoxicating liquor license for the Licensed Premises located at 5866 Blaine Avenue, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Sections 4-1-14J(7) and (8) and 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2023, in violation of Minnesota Statutes § 340A.503 and City Code Sections 4-1-19, and that the employee of the License Holder who sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 had not completed alcohol server training, and the License Holder did not provide proof of completion of alcohol server training for all employees in violation of Minnesota Statutes § 340A.503 and City Code Sections 4-1-19 and 4-1-14(J)(7) and (8) and 4-1-19(A)(5) and (6).
- 2.2 Such violations constitute violations of the License Holder's off-sale intoxicating liquor license.
- 2.3 Such violations are the License Holder's first and second license violations within the past five (5) years.

SANCTION

- 3.1 The following civil penalties are imposed for the violations:
 - 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before October 25, 2023, the Off-Sale Intoxicating Liquor License for H & K Corporation d/b/a Market

Liquor shall be suspended without notice to the licensee until the civil penalty is paid.

3.1.2 A one-day license suspension is to occur on:

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2023

H & K Corporation (DBA) Market Liquor
5866 Blaine Avenue
Inver Grove Heights, MN 55076

Dear Market Liquor:

On August 31st, 2023, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed the alcohol sales compliance check**. Two violations of your liquor license were found during this compliance check:

The first violation was your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

The second violation was that the employee who sold the alcoholic beverage to a person under 21 years of age was working and selling alcoholic beverages and had not completed an alcohol server training program. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection J(8):

Violation Of License: No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

Attached to this letter is a copy of the redacted police report from this compliance check that provides additional information about these liquor license violations.

According to our records, this is **your first violation** within the last five (5) years.

The City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes the following minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.
- Third violation within the last five (5) years: Two-thousand-dollar (\$2,000.00) civil penalty and a three (3) day license suspension and/or license revocation. The Police Chief or his/her designee will recommend five (5) potential calendar dates for the suspension to the council who will select three (3) days for the suspension.
- More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days and/or license revocation. If it is determined that the license will be suspended and not revoked, the Police Chief or his/her designee will recommend calendar dates for the suspension to the council which shall select the specific dates for the suspension.

The Police Department will be submitting information about these two violations to the City Council along with a recommendation that the Council impose a civil penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

- 10/20/2023
- 11/22/2023
- 12/08/2023

The City Council will **hold a hearing regarding these license violations** during its September 25, 2023, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the August 31, 2023, liquor license violations.

If you have any questions regarding our alcohol compliance program, please contact me, Sergeant Dane Winget, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Dane Winget, Sergeant



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002867

Title: Sale of alcohol to a person under 21.

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.503.2(1) (90G)

Address: 5866 Blaine Avenue
Inver Grove Heights, MN
55076; Dakota US

Location Description: Market Liquor

Incident Type: Other

Start Date: 2023-08-31 13:35

End Date: 2023-08-31 14:39

Reported Date: 2023-08-31 13:35

Parties Involved:

Lau, Kin (no middle name) [REDACTED] Suspect

Liu, Meng Lan [REDACTED] Mentioned

Market Liquor

CASE INFORMATION

Photos:

Yes

Statements:

Yes

Body Cam:

Yes

Surveillance Video:

No

NIBRS Reportable: No

OFFICER INFORMATION

Name

Joseph Steinberg

Agency

Inver Grove Heights

Badge

3643

Role

Primary

SYNOPSIS OF EVENTS

On 08/31/2023 around 1335 hours, an alcohol compliance check was performed on the 5800 block of Blaine Ave. A report was created.

NARRATIVE

On 8-31-2023 around 13:35 hours the Inver Grove Heights PD conducted an alcohol compliance check at Market Liquor.

The underage subject being utilized to attempt to make alcohol purchases by the IGH PD was [REDACTED], who at the time of the check was 18 years of age. [REDACTED] had been fully briefed on procedures and was provided twenty dollars of pre-recorded buy funds. It should be noted [REDACTED] was presenting her own Identification card which was not modified or expired and reflected the vertical orientation associated with those under 21 and stated on the ID under her photograph in red letting "Under 18 until..." [REDACTED] was instructed to not wear any disguise or alter her appearance to appear older which she complied with.

CASE #: 23002867

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002867

Title: Sale of alcohol to a person under 21.

Case Disposition: Adult Arrest

During the compliance check I entered the store in plain clothes in order to observe the transaction. [REDACTED] entered the store and selected a six pack of Twisted Tea's. [REDACTED] brought the alcohol to the counter and presented it to the clerk, Kin Lau DOB [REDACTED], for purchase. I positioned myself about 15 feet away where I could see and hear the transaction. Lau scanned the package and requested [REDACTED] identification card. Lau reviewed the license, and asked [REDACTED] if she was 21. [REDACTED] replied "yeah." Lau then advised the total was \$10.95 and requested payment. [REDACTED] provided a 20-dollar bill to Lau. Lau finished the transaction and gave change. [REDACTED] left the store with the alcohol and returned to an awaiting police vehicle.

I followed [REDACTED] out and retrieved the Twisted Teas and change.

I activated my body camera and produced my Police Badge. I contacted Lau who I fully identified with his NY license. I returned the unopened product and change to the store and received a 20-dollar bill.

I advised Lau he had just failed a compliance check. I advised him he would not be arrested and asked if he would provide a statement. Lau advised he would. I took a recorded statement from Lau. Lau advised he sold alcohol to [REDACTED] because he saw her birthday was 2001. [REDACTED] identification shows a birth year of 2005. It also lists that she was under 18 until 2023, making it impossible for her to be 21. Lau advised he had only been working at the store for 2 weeks.

I photographed the alcohol. The business was unable to provide a receipt.

Lau's sister in law, Meng Lan Liu [REDACTED] arrived on scene and advised that Lau was in town helping out as she had just had a child. Liu was unable to provide a training record for Lau. This case should be charged by formal complaint.

Adult Arrest.

Nothing further.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Lau	First: Kin	Middle: (no middle name)	Date of Birth: [REDACTED] (29)
Sex: [REDACTED]	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: [REDACTED]	Ethnicity: [REDACTED]	Hair: [REDACTED]
		Build: [REDACTED]	Complexion: [REDACTED]

Residence: [REDACTED]

CASE #: 23002867

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002867

Title: Sale of alcohol to a person under 21.

Case Disposition: Adult Arrest

Alt Address 1:

Cell Phone:

Description:

CHARGES/ORDINANCES

Type: Statute

Charge: 340A.503.2(1) (90G)

Level: Gross Misdemeanor

UOC:

Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

PERSON 2

Role(s): Mentioned

Last: Liu

First: Meng

Middle: Lan

Date of Birth: (34)

Sex: Female

Race:

Height:

Weight:

Hair:

Eyes:

Is Juvenile?:

Ethnicity:

Build:

Complexion:

Residence:

Cell Phone:

Description:

BUSINESS 1

Role(s): Other

Business Name: Market Liquor

Location: 5866 Blaine Avenue; Inver Grove Heights, MN 55076; Dakota US

Cell Phone: (651)455-6860

Description:

CASE #: 23002867

INCIDENT REPORT

City of Inver Grove Heights

vs.

AFFIDAVIT OF SERVICE

H & K Corporation DBA Market Liquor

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

Sgt Winget, of the City of Inver Grove, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 15 day of September, 2023, he served the Notice of Hearing: Liquor License Violation and Attachments, on H & K Corporation DBA Market Liquor, by leaving a copy of the Notice and Attachments with Steven Law, the person in charge thereof, at 5866 Blaine Ave, Inver Grove Heights, MN, the licensed premises.

at 1458 hours
[Signature]

Subscribed and sworn to before
me this 15 day of September, 2023.

Notary Public

RESOLUTION NO. 23-

**INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION IMPOSING SANCTIONS UPON
ON-SALE LIQUOR LICENSE HOLDER
Lakeville Brewing Co. LLC D/B/A Inver Grove Brewing Company**

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the City Council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 Lakeville Brewing Co. LLC d/b/a Inver Grove Brewing Company (the "License Holder") holds an on-sale intoxicating liquor license (the "License") for the premises located at 9051 Buchanan Trail, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on August 31, 2023 at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 9051 Buchanan Trail, Inver Grove Heights, Minnesota on September 15, 2023 by leaving a copy of the Notice of Hearing and Attachments addressed to Lakeville Brewing Co. LLC d/b/a Inver Grove Brewing Company, at the licensed premises with the person in charge thereof.
- 1.4 A hearing regarding the alleged liquor license violation was held on Monday, September 25, 2023, in the City Council Chambers in Inver

Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.

- 1.5 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violation included in the Council Packet for the September 25, 2023, City Council meeting, the City Council concludes that the License Holder of the on-sale intoxicating liquor license for the Licensed Premises located at 9051 Buchanan Trail, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Section 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on August 31, 2023, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19.
- 2.2 Such violation constitutes a violation of the License Holder's on-sale intoxicating liquor license.
- 2.3 Such violation is the License Holder's second license violation within the past five (5) years, as the License Holder was found to have violated its liquor license on October 28, 2019, and a \$750 civil penalty was imposed for that violation by the Inver Grove Heights City Council on November 25, 2019.

SANCTION

- 3.1 The following civil penalties are imposed for the violation:
 - 3.1.1 A one thousand dollar (\$1000.00) civil penalty is imposed. If this penalty is not paid on or before October 25, 2023, the On-Sale Lakeville Brewing Co. LLC d/b/a Inver Grove Brewing Company shall be suspended without notice to the licensee until the civil penalty is paid.
 - 3.1.2 A one-day license suspension is to occur on:

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
POLICE DEPARTMENT
8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 18, 2023

Lakeville Brewing Co. LLC **DBA** Inver Grove Brewing Company
9051 Buchanan Trail,
Inver Grove Heights, MN 55076
Dear Lakeville Brewing Co. LLC:

On August 31st, 2023, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed the alcohol sales compliance check**. A violation of your liquor license was found during this compliance check as follows:

Your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

Attached to this letter is a copy of the redacted police report from this compliance check that provides additional information about this liquor license violation.

Additionally, according to our records, you have had **one previous violation** within the last five (5) years, case number IG19003374. Attached to this letter is a copy of the resolution finding a violation of your liquor license and imposing a civil penalty for that violation.

The City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes the following minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.
- Third violation within the last five (5) years: Two-thousand-dollar (\$2,000.00) civil penalty and a three (3) day license suspension and/or license revocation. The Police Chief or his/her designee will recommend five (5) potential calendar dates for the suspension to the council who will select three (3) days for the suspension.
- More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days and/or license revocation. If it is determined that the license will be suspended and not revoked, the Police Chief or his/her designee will

recommend calendar dates for the suspension to the council which shall select the specific dates for the suspension.

The Police Department will be submitting information about this liquor license violation to the City Council along with a recommendation that the Council impose a civil penalty of \$1000.00 and a one (1) day license suspension to occur on one of the following dates:

- 10/20/2023
- 11/03/2023
- 11/22/2023
- 12/08/2023
- 12/24/2023

The City Council will **hold a hearing regarding this license violation** during its September 25, 2023, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the August 31, 2023 liquor license violation.

If you have any questions regarding our alcohol compliance program, please contact me, Sergeant Dane Winget, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Dane Winget, Sergeant



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002868

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

CASE #: 23002868

INCIDENT REPORT

INCIDENT INFORMATION

Charges/Citation:	340A.503.2(1) (90G) 340A.503.2(1) (90G)	Address:	9051 Buchanan Trail Inver Grove Heights, MN 55076; Dakota US
Incident Type:	Other	Location Description:	
Start Date:	2023-08-31 13:37	Parties Involved:	
End Date:	2023-08-31 14:40	Kuehn, Bonnie Jean [REDACTED] Suspect	
Reported Date:	2023-08-31 13:37	Inver Grove Brewing	
		Schlecht, Julie Ann Margaret [REDACTED]	
		Mentioned	

CASE INFORMATION

Photos: Yes
Body Cam: Yes

Surveillance Video:
No

OFFICER INFORMATION

Name Joseph DeRosier [REDACTED]	Agency Inver Grove Heights [REDACTED]	Badge 3631 [REDACTED]	Role Primary [REDACTED]
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SYNOPSIS OF EVENTS

On 07/28/2023 at 1325 hours, Officers responded to the 9000 block of Buchanan Trail for a alcohol compliance check. Through further investigation, Officers determined that Bonnie Kuehn, age 35 of IGH sold alcohol to a minor. Bonnie was charged via formal complaint.

NARRATIVE

On 2023-08-31 at 13:37 hours, Officers responded to Inver Grove Brewing at 9051 Buchanan Trail for a Alcohol Compliance Check.

It should be noted that Buyer 2 (36C1) was briefed and was dressed in normal attire as they would for the conditions outside. B2 did not use any disguises to make them appear older than they actually are. B2 did not engage in extra conversation and did not attempt to persuade the seller to sell/serve them alcohol.

For each attempted buy, B2 presented their valid MN identification card which was oriented vertically and clearly was marked in red with "UNDER 21".



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002868

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Upon arrival, B2 and I were seated at a table inside the restaurant so I could observe and hear the transaction. I ordered a water and B2 ordered a "Bowser's Peach" beer. It should be noted that this beer contains alcohol. Bonnie Jean Kuehn [REDACTED] requested to see B2's ID and then reviewed it. Bonnie later returned with the beer and placed it in front of B2. After Bonnie proceeded to walk away, I identified myself as law enforcement and explained the incident. It was at this time that we walked to the back office and Bonnie identified her manager as Julie Ann Margaret Schlecht [REDACTED]. I asked Julie for Bonnie's training records and she advised she was unable to provide them. I then advised they would need to provide them within 72 hours. I provided Julie with a copy of my business card.

I then requested for Bonnie to provide a formal statement regarding the incident, and she agreed to do so. I then read Bonnie the Miranda Advisory and she agreed to speak with me. During the statement, Bonnie advised that she mistakenly sold B2 a "Bowser's Peach IPA" beer. Bonnie advised that she was confused over B2's vertical ID as some out of state IDs are vertical. For more information, please see the entire recording.

I later determined the beer glass had been emptied from the incident. I then captured a photograph of the empty beer glass from the incident. It should be noted that the incident was captured via BWC.

As of, 09/06/2023, I have not received Bonnie training records.

Please forward this incident to the attorney's office for the formal charging of Bonnie Jean Kuehn [REDACTED] for the listed charges.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Kuehn	First: Bonnie	Middle: Jean	Date of Birth: [REDACTED] (35)	
Sex: [REDACTED]	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]	Hair: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: [REDACTED]	Ethnicity: [REDACTED]	Build: [REDACTED]	Complexion: [REDACTED]
Residence: [REDACTED]				
Residence Type: [REDACTED]				
Cell Phone: [REDACTED]		Description:		

CHARGES/ORDINANCES

Type: Statute Charge: 340A.503.2(1) (90G)

CASE #: 23002868

INCIDENT REPORT



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002868

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Level: Gross Misdemeanor

UOC:

Enh. Factor:

Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

BUSINESS 1

Role(s): Mentioned

Business Name: Inver Grove Brewing

Location: 9051 Buchanan Trail; Inver Grove Heights, MN 55076; Dakota US

PERSON 2

Role(s): Mentioned

Last: Schlecht

First: Julie

Middle: Ann Margaret

Date of Birth:

Sex:

Race:

Height:

Weight:

Hair:

Eyes:

Is Juvenile?:

Ethnicity:

Build:

Complexion:

Residence:

Residence Type:

Cell Phone:

Description:

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Bar/Nightclub

CASE #: 23002868

INCIDENT REPORT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALCOHOL COMPLIANCE CHECK FAILURES

Meeting Date: November 25, 2019
 Item Type: Public Hearing
 Prepared by: Joshua Otis, Commander
 Reviewed by: Melissa Chiodo, Police Chief
 Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Per City of Inver Grove Heights Ordinance 4-1-19 Subd C, a public hearing is needed before revocation or suspension of a liquor license is ordered by the council.

SUMMARY

On Monday, October 28th, 2019 the Inver Grove Heights Police Department conducted alcohol compliance checks of all available liquor license holders. As a result of this compliance check, four (4) current liquor license holders sold, furnished or delivered an intoxicating liquor to a person under the age of twenty-one (21) years in violation of MN State Statute and Inver Grove Heights City Ordinance.

The four (4) liquor license holders were;

Drkula's 32 Bowl
 6710 Cahill Ave
 Inver Grove Heights, MN 55076

Inver Grove Brewing Company
 9051 Buchanan Trail
 Inver Grove Heights, MN 55076

Old World Pizza
 5660 Bishop Ave
 Inver Grove Heights, MN 55076

Speedway #4411
 7501 Concord Blvd
 Inver Grove Heights, MN 55076

The public hearing is scheduled for tonight, November 25, to discuss the violations. A police department representative served all four (4) businesses with the failure notification and notice of the hearing date. The Interim Deputy Clerk published the notice of a public hearing in the South-West Review local paper on August 11, 2019.

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in the City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subd A and Subd B.

Subd A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subd B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollars (\$750.00) civil penalty.
- Second violation within the last five (5) years: One Thousand dollars (\$1000.00) civil penalty and one-day license suspension.

According to our records, within the last five (5) years, this is **the first violation for:**

Inver Grove Brewing Company
9051 Buchanan Trail
Inver Grove Heights, MN 55076

Old World Pizza
5660 Bishop Ave
Inver Grove Heights, MN 55076

Speedway #4411
7501 Concord Blvd
Inver Grove Heights, MN 55076

According to our records, within the last five (5) years, this is **the second violation for;**

Drkula's 32 Bowl
6710 Cahill Ave
Inver Grove Heights, MN 55076

Drkula's 32 Bowl first violation occurring within the last five (5) years was on July 20, 2016.

STAFF RECOMMENDATION

Issue and administer the presumptive penalty pursuant to City Code Section 4-1-19 Subd B.

For the first violation within the last five (5) years, the Seven hundred fifty dollars (\$750.00) civil penalty to:

Inver Grove Brewing Company
9051 Buchanan Trail
Inver Grove Heights, MN 55076

Old World Pizza
5660 Bishop Ave
Inver Grove Heights, MN 55076

Speedway #4411
7501 Concord Blvd
Inver Grove Heights, MN 55076

For the second violation within the last five (5) years, the One thousand-dollar (\$1,000.00) civil penalty and a one (1) day license suspension to:

Drkula's 32 Bowl
6710 Cahill Ave
Inver Grove Heights, MN 55076

ATTACHMENTS

1. City Code Sections 4-1-19 (Civil Penalties and Sanctions)
2. Police Department incident report 19-3379 for Drkula's 32 Bowl
3. Drkula's 32 Bowl Failure Notification and Public Hearing Notice
4. Police Department incident report 19-3380 for Inver Grove Brewing Company
5. Inver Grove Brewing Company Failure Notification and Public Hearing Notice
6. Police Department incident report 19-3377 for Old World Pizza
7. Old World Pizza Failure Notification and Public Hearing Notice
8. Police Department incident report 19-3374 for Speedway #4411
9. Speedway #4411 Failure Notification and Public Hearing Notice

is scheduled with staff on December 16th at 7:00 p.m. and invited anyone that wanted to see what their training process is like to attend.

Councilmember Bartholomew thanked Mr. Drkula for attending the meeting and showing his awareness and understanding of the consequences. He commented that he believed his organization is doing its best and will continue to do so and prevent this in the future. Councilmember Dietrich thanked Mr. Drkula for all his establishment has done for the community.

Councilmember Piekarski-Krech stated the new Ordinance has not been passed yet, this still allows Mr. Drkula to choose the day. Mayor Tourville stated he would get to choose the day in 2019, but that it doesn't have to happen in 2019, it could go into 2020 within a certain amount of time. In 2020, dates would be suggested by the Police Department. He asked for clarification from the City Attorney. Councilmember Bartholomew stated the Council would then pick the date.

City Attorney Kuntz stated this item would be done by Motion in two parts: (1) making a finding that there was non-compliance, (2) setting the penalty. The minimum penalty is \$1,000 plus the one-day suspension. He stated the Council picks the date, but there may be a suggestion by the owner and the Council approves the selected date. Mayor Tourville asked if they have more time to decide on the date and then notify the City. City Attorney Kuntz responded that has been the practice in the past. He stated this is the end of the year so it would have to be this year or in his next year he would be on the renewal list which could be a next year date. He stated there was a preference by the Council that it be contemporaneous with the action and were looking for something within a 30- to 45-day period.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure finding of non-compliance, a \$1,000 civil penalty and a one-day suspension.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis stated the next business is Inver Grove Brewing Company. On October 28th a server did not view or ask to view the Under 21 Minnesota Driver's License for underage young adult and served him a beer. The underage buyer left the business and Police Sergeant Wiederhoeft took over with post serve contact procedures. This is the first violation for this business. For the first violation Staff recommends the \$750.00 civil penalty.

Don Seiler, Inver Grove Brewing Company, 9051 Buchanan Trail, stated the employee was terminated per company policy. The message has been reinforced with every other employee.

Mayor Tourville asked if everyone has been able to get through training because they are a new business. Mr. Seiler responded they are forming the culture of their second location. There was an early failure in Lakeville as well, but they haven't had one since and do not intend to have one here.

Councilmember Bartholomew thanked Mr. Seiler for his commitment to the compliance issue. Councilmember Dietrich stated they were grateful to have them here.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure and the finding of non-compliance and a \$750.00 civil penalty.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis discussed Old World Pizza stating on October 28, 2019 a server viewed the underage 21 Minnesota Driver's License for underage adult and served him a bottle of Budweiser Beer. The underage buyer left the business and Police Sergeant Wiederhoeft took over with post serve contact procedures. This is the first violation for Old World Pizza within the last five years. Staff recommends the \$750.00 first violation civil penalty.

Brian Dzieweczynski, Old World Pizza, 5660 Bishop Avenue, stated he was embarrassed. He commented that the server did something correct by asking for the ID but still served him. The mistake was made. He stated she recognized the mistake made. He apologized for what took place and stated that he re-emphasized the importance of this issue to his staff.

Mayor Tourville stated that he appreciated him coming to the meeting. Councilmember Bartholomew appreciated his track record, diligence, and commitment. Councilmember Dietrich thanked him for being in the community.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure and the finding of non-compliance and a \$750.00 civil penalty.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis stated the last location was Speedway #4411. On October 28th an associate for Speedway did not view or ask to view the Under 21 Minnesota Driver's License for an underage young adult and sold him a six pack of Redd's Apple Ale. The underage buyer left the business and Police Sergeant Wiederhoeft took over with post serve contact procedures. Within the last five years, this is the first violation for Speedway #4411. Staff recommends the \$750.00 civil penalty for the first violation.

The District Manager for Speedway stated that he recently took over this area. He commented that the new cashier did not ID the person. He stated everyone is trained through a computer-based training when hired, then every six months after that, and have a weekly follow up. The employee was terminated. He apologized and stated they will continue the training and work with new employees.

Mayor Tourville stated Super America, now Speedway, has been in the City for a long time. He appreciated him attending and taking this seriously. Councilmember Bartholomew thanked him for his acknowledgement and commitment to compliance. Councilmember Dietrich stated she appreciated his business in the community.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure and the finding of non-compliance and a \$750.00 civil penalty.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stressed the importance of compliance checks and being proactive instead of reactive. He stated most businesses agree they would be happy to be a part of ongoing dialog about how to do better, not only with compliance checks, but with dealing with bad checks too.

City of Inver Grove Heights

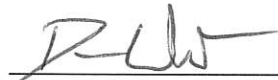
vs.

AFFIDAVIT OF SERVICE

Lakeville Brewing Co. LLC DBA Inver Grove Brewing Company

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

Sgt Wingard, of the City of Inver Grove, County of Dakota, in the State of Minnesota, being duly sworn, says that on the ___ day of September, 2023, he served the Notice of Hearing: Liquor License Violation and Attachments, on Lakeville Brewing Co. LLC DBA Inver Grove Brewing Company, by leaving a copy of the Notice and Attachments with Sonja Obrycki the person in charge thereof, at 9051 Buchanan Trail, Inver Grove Heights, MN, the licensed premises.


1648 hours

Subscribed and sworn to before
me this 15th day of September 2023.

Notary Public

RESOLUTION NO. 23-

INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION IMPOSING SANCTIONS UPON OFF-SALE LIQUOR LICENSE HOLDER Northern Tier Retail LLC D/B/A Speedway #4411

WHEREAS Minn. Stat. Sec. 340A.415 and Inver Grove Heights City Code Section 4-1-19 authorizes the City Council to impose sanctions upon the holder of a liquor license who has failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages or the operation of a licensed establishment, upon a hearing duly noticed and the opportunity for the license holder to be heard.

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

FINDINGS

- 1.1 Northern Tier Retail LLC d/b/a Speedway #4411 (the "License Holder") holds an off-sale 3.2% malt liquor license (the "License") for the premises located at 7501 Concord Blvd, Inver Grove Heights, MN (the "Licensed Premises").
- 1.2 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 28, 2023, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21, in violation of Minn. Stat. § 340A.503, subd. 2(1) and City Code Section 4-1-19(A)(5).
- 1.3 The Inver Grove Heights Police Department conducted an alcohol compliance check on July 28, 2023, at the Licensed Premises, and during that compliance check, an employee working at the Licensed Premises who sold, furnished, or delivered an alcoholic beverage to an individual under the age of 21 had not completed alcohol server training, and the License Holder did not provide proof of completion of alcohol server training for all employees in violation of City Code Section 4-1-14J(7) and (8) and 4-1-19(A)(5) and (6).
- 1.4 Notice of a hearing regarding the alleged liquor license violation, including consideration of the imposition of sanctions for a liquor license violation, was duly given to the License Holder of the License for the premises at 7501 Concord Blvd, Inver Grove Heights, Minnesota on or

September 15, 2023 by leaving a copy of the Notice of Hearing and Attachments addressed to Northern Tier Retail LLC d/b/a Speedway #4411, at the licensed premises with the person in charge thereof.

- 1.5 A hearing regarding the alleged liquor license violations was held on Monday, September 25, 2023, in the City Council Chambers in Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights Minnesota.
- 1.6 At the hearing, all persons who appeared and desired to be heard were heard.

CONCLUSION

- 2.1 Based upon the evidence presented at the hearing, including all of the materials related to the liquor license violations included in the Council Packet for the September 25, 2023, City Council meeting, the City Council concludes that the License Holder of the off-sale 3.2% malt liquor license for the Licensed Premises located at 7501 Concord Blvd, Inver Grove Heights, Minnesota failed to comply with Minnesota Statutes §§ 340A.503, subd. 2(1), 340A.501, and 340A.415 and City Code Sections 4-1-14J(7) and (8) and 4-1-19 in that an employee of the License Holder sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 on July 28, 2023, in violation of Minnesota Statutes § 340A.503 and City Code Section 4-1-19, and that the employee of the License Holder who sold an alcoholic beverage at the Licensed Premises to a person under the age of 21 had not completed alcohol server training, and the License Holder did not provide proof of completion of alcohol server training for all employees in violation City Code Sections 4-1-19 and 4-1-14(J)(7) and (8) and 4-1-19(A)(5) and (6).
- 2.2 Such violations constitute violations of the License Holder's off-sale 3.2% malt liquor license.
- 2.3 Such violations are the License Holder's second and third license violations within the past five (5) years, as the License Holder was found to have violated its liquor license on October 28, 2019, and a \$750 civil penalty was imposed for that violation by the Inver Grove Heights City Council on November 29, 2019.

SANCTION

- 3.1 The following civil penalties are imposed for the violation:
 - 3.1.1 A two thousand dollar (\$2,000.00) civil penalty is imposed. If this penalty is not paid on or before October 25, 2023, the Off-Sale

3.2% malt liquor license for Northern Tier Retail LLC d/b/a Speedway #4411 shall be suspended without notice to the licensee until the civil penalty is paid.

3.1.2 A three-day license suspension is to occur on the following three days: _____

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Ayes: Nays:

Attest:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2525

www.ighmn.gov

September 14, 2023

Northern Tier Retail LLC (DBA) Speedway #4411
7501 Concord Blvd
Inver Grove Heights, MN 55076

Dear Northern Tier Retail LLC:

On July 28th, 2023, the Inver Grove Heights Police Department conducted an alcohol sales compliance check at your business. Your business **failed the alcohol sales compliance check**. Two violations of your liquor license were found during this compliance check:

The first violation was your employee sold and/or furnished an alcoholic beverage to a person under 21 years of age. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection D:

Sales to Certain Persons Prohibited: No intoxicating liquor shall be sold, furnished, or delivered for any purpose to any person under the age of twenty-one (21) years or to any person obviously intoxicated or to any other persons to whom sale is prohibited by state law.

The second violation was that the employee who sold the alcoholic beverage to a person under 21 years of age was working and selling alcoholic beverages and had not completed an alcohol server training program. This is a violation of City of Inver Grove Heights Code Section 4-1-14: Conditions of License; Subsection J(8):

Violation Of License: No liquor licensee shall allow the sale or service of any alcoholic beverage by a person who has not complied with the alcohol server training requirements of this section. Any such sale or service shall constitute a violation of the licensee's liquor license.

Attached to this letter is a copy of the redacted police report from this compliance check that provides additional information about these liquor license violations.

Additionally, according to our records, you have had **one previous violation** within the last five (5) years, case number IG19003374. Attached to this letter is a copy of the resolution finding a violation of your liquor license and imposing a civil penalty for that violation.

The City of Inver Grove Heights Code Section 4-1-19: Civil Penalties and Sanctions; Subsection B establishes the following minimum penalty for the violations of a liquor license within the last five (5) years

- First violation: Seven hundred fifty-dollar (\$750.00) civil penalty.
- Second violation: One-Thousand-dollar (\$1000.00) civil penalty and a one (1) day license suspension.
- Third violation within the last five (5) years: Two-thousand-dollar (\$2,000.00) civil penalty and a three (3) day license suspension and/or license revocation. The Police Chief or his/her designee will recommend five (5) potential calendar dates for the suspension to the council who will select three (3) days for the suspension.
- More than three (3) violations in the last five (5) years: Two thousand dollar (\$2,000.00) civil penalty and a suspension of more than three (3) days and/or license revocation. If it is determined that the license will be suspended and not revoked, the Police Chief or his/her designee will recommend calendar dates for the suspension to the council which shall select the specific dates for the suspension.

The Police Department will be submitting information about these two new violations along with the previous violation to the City Council along with a recommendation that the Council impose a civil penalty of \$2000.00 and a three (3) day license suspension to occur on three of the following dates:

- 10/20/2023
- 11/03/2023
- 11/22/2023
- 12/08/2023
- 12/24/2023

The City Council will **hold a hearing regarding these license violations** during its September 25, 2023, meeting at 6:00 p.m. in the City Council Chambers, 8150 Barbara Avenue, Inver Grove Heights, Minnesota. You have the right to attend the hearing, where you or your legal representative will have the opportunity to present any information you would like to the City Council related to the July 28, 2023, liquor license violations.

If you have any questions regarding our alcohol compliance program, please contact me, Sergeant Dane Winget, through the Inver Grove Heights Police Department at 651-450-2525.

Respectfully,

Dane Winget, Sergeant



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

INCIDENT INFORMATION

Charges/Citation: 340A.702.(8) (90G)

Address: 7501 Concord Boulevard
Inver Grove Heights, MN
55076; Dakota US

Incident Type: Other

Start Date: 2023-07-28 13:25

End Date: 2023-07-28 14:00

Reported Date: 2023-07-28 13:26

Location Description:

Parties Involved:

Richter, Jeremy Robert [REDACTED] Suspect

Speedway

[REDACTED]

Confidential

Alsaker, Cherie Olive [REDACTED] Mentioned

CASE INFORMATION

Statements:
Yes

Body Cam:
Yes

Surveillance Video:
No

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

SYNOPSIS OF EVENTS

On 07/28/2023 at 1325 hours, Officers responded to the 7500 block of Concord Blvd for a alcohol compliance check. Through further investigation, Officers determined that Jeremy Richter, age 23 of IGH sold alcohol to a minor. Jeremy was charged via formal complaint.

NARRATIVE

On 2023-07-28 at 13:26 hours, I responded to Speedway located at 7501 Concord Blvd for an alcohol compliance check.

It should be noted that Buyer 1 (B1) was briefed and was dressed in normal attire as they normally would for the conditions outside. B1 did not use any disguises to make them appear older than they actually are. B1 did not engage in extra conversation and did not attempt to persuade the seller to sell/serve them alcohol.

For each attempted buy B1 presented their valid MN identification card which was oriented vertically and clearly was marked in red with 'UNDER 21'. B1 was provided 40.00 in US currency as buy funds.



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Upon arrival I entered the speedway and was able to position myself so that I could observe and hear the transaction. I observed B1 enter Speedway and select a case of "Mango Cart" which is an alcoholic beverage. I then observed B1 proceed to the counter and place the item on the counter at the sole manned register. It was at this time that Jeremy Robert Richter DOB [REDACTED] scanned the item and asked for her to present her government issued ID. I observed B1 provide Richter with her ID which clearly indicated that she was under 21 years old.

B1 completed the transaction by paying cash and walked out of the store with the alcoholic beverage. It was at this time I activated my BWC, showed my badge and identified myself as law enforcement. I asked for Richter to contact his store manager and requested to speak somewhere in private about the incident. I was then approached by the manager who was identified as Cherie Olive Alsaker DOB [REDACTED]. I later collected the alcohol from Sgt Winget.

I requested for Richter to provide a formal statement regarding the incident, and he agreed to do so. I then read Richter the Miranda Advisory and he agreed to speak with me. During the statement, Richter advised that he mistakenly sold B1 the case of Mango Cart. Richter advised that the buyer was a brunette female who appeared to be over 21. Richter advised that he asked for her ID, but forgot to look at it. Richter advised the female used cash to pay for the alcoholic beverage. Richter advised that he had not received any formal training on alcohol sales procedures. I later uploaded the statement into evidence.com.

I later asked Alsaker about any formal training records for Richter and she advised there was not. The case of alcohol was later returned to the store for a full refund.

It should be noted that during the purchase, there appeared to be a normal number of customers inside the store purchasing merchandise. It should also be also noted that B1 was debriefed after the incident. B1 advised that she had presented her normal "UNDER 21" ID during the incident and completed the transaction.

Please forward this incident to the attorney's office for the formal charging of Jeremy Robert Richter DOB [REDACTED] for the listed charges.

PARTIES INVOLVED

PERSON 1

Role(s): Suspect

Last: Richter	First: Jeremy	Middle: Robert	Date of Birth: [REDACTED] (24)
Sex: Male	Race: [REDACTED]	Height: [REDACTED]	Weight: [REDACTED]
Eyes: [REDACTED]	Is Juvenile?: [REDACTED]	Ethnicity: [REDACTED]	Build: [REDACTED]
			Hair: [REDACTED]
			Complexion: [REDACTED]



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description:

CHARGES/ORDINANCES

Type: Statute Charge: 340A.702.(8) (90G)
Level: Gross Misdemeanor UOC: Enh. Factor:
Description: Liquor-Sell To/Induce Under 21 to Purchase

BUSINESS 1

Role(s): Mentioned Business Name: Speedway
Location: 7501 Concord Boulevard; Inver Grove Heights, MN 55076; Dakota US

PERSON 2

Role(s): Confidential
Last: [REDACTED] First: [REDACTED] Middle: [REDACTED] Date of Birth: [REDACTED] (18)
Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]
Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]
Residence: [REDACTED]
Residence Type: [REDACTED]

PERSON 3

Role(s): Mentioned
Last: Alsaker First: Cherie Middle: Olive Date of Birth: [REDACTED]
Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]
Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]
Residence: [REDACTED]
Residence Type: [REDACTED]
Cell Phone: [REDACTED] Description:



INCIDENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

NIBRS OFFENSE TYPE(s):

Liquor Law Violations

Location Type: Convenience Store

CASE #: 23002515

INCIDENT REPORT



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

CASE #: 23002515

SUPPLEMENT REPORT

INCIDENT INFORMATION

Charges/Citation:

Address:

7501 Concord Boulevard
Inver Grove Heights, MN 55076;
Dakota US

Location Description:

Parties Involved:

Alsaker, Cherie Olive [REDACTED] Mentioned

Incident Type: Other
Start Date: 2023-08-01 13:06
End Date: 2023-08-01 13:15
Reported Date: 2023-08-01 13:06

Photos:

Yes

Body Cam:

Yes

OFFICER INFORMATION

Name	Agency	Badge	Role
Joseph DeRosier	Inver Grove Heights	3631	Primary

NARRATIVE

On 2023-08-01 at 13:06 hours, Officers responded to Speedway at 7501 Concord Boulevard for a liquor license compliance check.

Upon arrival, Officers located multiple alcoholic beverages which contained alcohol concentrations of over 3.2%. Some of these items were "Corona Premier", "Mango Cart" and multiple other beverages.

Officers noted that Speedway's liquor license grants permission to sell alcoholic beverages which contain concentrations of 3.2% or less. Officers made contact with the manager who was identified as Cherie Olive Alsaker DOB [REDACTED]. Alsaker was advised of our findings and agreed to remove all items from the shelf. Multiple photographs of the items were collected during the incident.

It should be noted that this incident is a violation of ordinance 4-1-4 as Speedway is operating outside of their license type.

No further action taken.

PARTIES INVOLVED



SUPPLEMENT

Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077
Telephone: 651-450-2525

Case Number: 23002515

Title: Furnish Alcohol to Underage Person

Case Disposition: Adult Arrest

PERSON 1

Role(s): Mentioned

Last: Alsaker First: Cherie Middle: Olive Date of Birth: [REDACTED]

Sex: [REDACTED] Race: [REDACTED] Height: [REDACTED] - [REDACTED] Weight: [REDACTED] - [REDACTED] lbs Hair: [REDACTED]

Eyes: [REDACTED] Is Juvenile?: [REDACTED] Ethnicity: [REDACTED] Build: [REDACTED] Complexion: [REDACTED]

Residence: [REDACTED]

Residence Type: [REDACTED]

Cell Phone: [REDACTED] Description:

CASE #: 23002515

SUPPLEMENT REPORT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALCOHOL COMPLIANCE CHECK FAILURES

Meeting Date: November 25, 2019
 Item Type: Public Hearing
 Prepared by: Joshua Otis, Commander
 Reviewed by: Melissa Chiodo, Police Chief
 Contact: 651-450-2528

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Per City of Inver Grove Heights Ordinance 4-1-19 Subd C, a public hearing is needed before revocation or suspension of a liquor license is ordered by the council.

SUMMARY

On Monday, October 28th, 2019 the Inver Grove Heights Police Department conducted alcohol compliance checks of all available liquor license holders. As a result of this compliance check, four (4) current liquor license holders sold, furnished or delivered an intoxicating liquor to a person under the age of twenty-one (21) years in violation of MN State Statute and Inver Grove Heights City Ordinance.

The four (4) liquor license holders were;

Drkula's 32 Bowl
 6710 Cahill Ave
 Inver Grove Heights, MN 55076

Inver Grove Brewing Company
 9051 Buchanan Trail
 Inver Grove Heights, MN 55076

Old World Pizza
 5660 Bishop Ave
 Inver Grove Heights, MN 55076

Speedway #4411
 7501 Concord Blvd
 Inver Grove Heights, MN 55076

The public hearing is scheduled for tonight, November 25, to discuss the violations. A police department representative served all four (4) businesses with the failure notification and notice of the hearing date. The Interim Deputy Clerk published the notice of a public hearing in the South-West Review local paper on August 11, 2019.

Upon a finding by the City Council that a violation occurred, the City Council may impose penalties exceeding the minimum penalty as outlined in the City of Inver Grove Heights Ordinance 4-1-19: Civil Penalties and Sanctions; Subd A and Subd B.

Subd A. Civil Sanctions Imposed: Upon a finding by the council that a licensee has committed any of the following violations:

6. Failed to comply with any provisions of this chapter, the council may revoke the license, suspend the license for up to sixty (60) days, impose a civil penalty of up to two thousand dollars (\$2,000.00) for each violation, or impose any combination of these sanctions. If the council imposes a suspension, the council shall set the dates relating to the suspension.

Subd B. Minimum Penalties: The following are the minimum penalties that the council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity, and circumstances of the violation, the council may impose penalties exceeding those stated in this subsection. The determination of whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the council.

- First violation within the last five (5) years: Seven hundred fifty dollars (\$750.00) civil penalty.
- Second violation within the last five (5) years: One Thousand dollars (\$1000.00) civil penalty and one-day license suspension.

According to our records, within the last five (5) years, this is **the first violation for:**

Inver Grove Brewing Company
9051 Buchanan Trail
Inver Grove Heights, MN 55076

Old World Pizza
5660 Bishop Ave
Inver Grove Heights, MN 55076

Speedway #4411
7501 Concord Blvd
Inver Grove Heights, MN 55076

According to our records, within the last five (5) years, this is **the second violation for;**

Drkula's 32 Bowl
6710 Cahill Ave
Inver Grove Heights, MN 55076

Drkula's 32 Bowl first violation occurring within the last five (5) years was on July 20, 2016.

STAFF RECOMMENDATION

Issue and administer the presumptive penalty pursuant to City Code Section 4-1-19 Subd B.

For the first violation within the last five (5) years, the Seven hundred fifty dollars (\$750.00) civil penalty to:

Inver Grove Brewing Company
9051 Buchanan Trail
Inver Grove Heights, MN 55076

Old World Pizza
5660 Bishop Ave
Inver Grove Heights, MN 55076

Speedway #4411
7501 Concord Blvd
Inver Grove Heights, MN 55076

For the second violation within the last five (5) years, the One thousand-dollar (\$1,000.00) civil penalty and a one (1) day license suspension to:

Drkula's 32 Bowl
6710 Cahill Ave
Inver Grove Heights, MN 55076

ATTACHMENTS

1. City Code Sections 4-1-19 (Civil Penalties and Sanctions)
2. Police Department incident report 19-3379 for Drkula's 32 Bowl
3. Drkula's 32 Bowl Failure Notification and Public Hearing Notice
4. Police Department incident report 19-3380 for Inver Grove Brewing Company
5. Inver Grove Brewing Company Failure Notification and Public Hearing Notice
6. Police Department incident report 19-3377 for Old World Pizza
7. Old World Pizza Failure Notification and Public Hearing Notice
8. Police Department incident report 19-3374 for Speedway #4411
9. Speedway #4411 Failure Notification and Public Hearing Notice

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis discussed Old World Pizza stating on October 28, 2019 a server viewed the underage 21 Minnesota Driver's License for underage adult and served him a bottle of Budweiser Beer. The underage buyer left the business and Police Sergeant Wiederhoeft took over with post serve contact procedures. This is the first violation for Old World Pizza within the last five years. Staff recommends the \$750.00 first violation civil penalty.

Brian Dzieweczynski, Old World Pizza, 5660 Bishop Avenue, stated he was embarrassed. He commented that the server did something correct by asking for the ID but still served him. The mistake was made. He stated she recognized the mistake made. He apologized for what took place and stated that he re-emphasized the importance of this issue to his staff.

Mayor Tourville stated that he appreciated him coming to the meeting. Councilmember Bartholomew appreciated his track record, diligence, and commitment. Councilmember Dietrich thanked him for being in the community.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure and the finding of non-compliance and a \$750.00 civil penalty.

Ayes: 5

Nays: 0 Motion carried.

Police Commander Otis stated the last location was Speedway #4411. On October 28th an associate for Speedway did not view or ask to view the Under 21 Minnesota Driver's License for an underage young adult and sold him a six pack of Redd's Apple Ale. The underage buyer left the business and Police Sergeant Wiederhoeft took over with post serve contact procedures. Within the last five years, this is the first violation for Speedway #4411. Staff recommends the \$750.00 civil penalty for the first violation.

The District Manager for Speedway stated that he recently took over this area. He commented that the new cashier did not ID the person. He stated everyone is trained through a computer-based training when hired, then every six months after that, and have a weekly follow up. The employee was terminated. He apologized and stated they will continue the training and work with new employees.

Mayor Tourville stated Super America, now Speedway, has been in the City for a long time. He appreciated him attending and taking this seriously. Councilmember Bartholomew thanked him for his acknowledgement and commitment to compliance. Councilmember Dietrich stated she appreciated his business in the community.

Motion by Piekarski-Krech, seconded by Perry for the Alcohol Compliance Check Failure and the finding of non-compliance and a \$750.00 civil penalty.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stressed the importance of compliance checks and being proactive instead of reactive. He stated most businesses agree they would be happy to be a part of ongoing dialog about how to do better, not only with compliance checks, but with dealing with bad checks too.

City of Inver Grove Heights

vs.

AFFIDAVIT OF SERVICE

Northern Tier Retail LLC (DBA) Speedway #4411

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

Sgt Wingert, of the City of Inver Grove, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 15th day of September, 2023, he served the Notice of Hearing: Liquor License Violation and Attachments, on Northern Tier Retail LLC (DBA) Speedway #4411, by leaving a copy of the Notice and Attachments with Cherie Alsafer, the person in charge thereof, at 7501 Concord Blvd, Inver Grove Heights, MN, the licensed premises.

at 1429 hours
[Signature]

Subscribed and sworn to before
me this 15 day of September, 2023.

Notary Public



Request for Council Action

SUBJECT: **Resolution of Support for Dakota County 2024-2028 Transportation Capital Improvement Program**

MEETING DATE: September 25, 2023

ITEM TYPE: Regular Business

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, expressing the City's general support for, and requested modifications to, Dakota County's draft 2024-2028 Transportation Capital Improvement Program.

BACKGROUND

Each year, Dakota County reviews and updates its five-year capital improvement program (CIP) to reflect the addition or modification of capital improvements throughout the county. As part of the CIP review process, the County meets with staff from cities and townships to review upcoming projects in each community, discuss schedule coordination, and review preliminary funding and cost sharing for projects in accordance with the County's Transportation Plan. The County requests initial letters of support from each city and township by the end of June, to ensure staff have reviewed the proposed projects forthcoming, and submitted any comments or changes to the initial draft. In the fall of each year, the County requests a formal City Council resolution of support for the CIP from all communities, prior to final adoption by the County Board of Commissioners.

The Public Works Director submitted a letter on June 16, 2023, indicating that staff had reviewed the projects proposed by the County in their draft 2024-2028 CIP (a copy of this letter is attached to this agenda item). At that time, the draft CIP did not reflect any differentiation from the final CIP adopted by Dakota County for 2023-2027. One specific request in the Public Works Director's correspondence was for the County to consider completing a study of a pedestrian overpass of Argenta Trail (CSAH 63) near Vista Pines Park in 2024 or 2025. This specific request was also made by the City during the County's CIP process in 2022.

Since June, the County has made adjustments to their CIP, including the addition of the following projects:

1. Rich Valley Blvd (CSAH 71)/Cliff Road (CSAH 32) Intersection Scoping Study (2025) - \$48,750 City cost share.
2. Rich Valley Blvd (CSAH 71) and Barnes Ave (CSAH 73) Preliminary Bike Trail Scoping Study (2025) - \$52,500 City cost share.

Additionally, the County has made changes to the estimated City cost share of the following project, scheduled for construction in 2024:

1. **80th Street (CSAH 28) - Babcock Trail to Bowman Ave - 4-Lane to 3-Lane Conversion & Signal Upgrade at Blaine Ave.** - Increase in City cost share of \$45,000 for construction (to \$90,000 in total).

Lastly, the aforementioned study of a pedestrian overpass of Argenta Trail near Vista Pines Park was not included in the most recent Dakota County CIP updates.

Staff reviewed the City's current CIP draft, 2040 Comprehensive Plan, and past bicycle and roadway studies, along with transportation and bicycle planning studies completed by Dakota County. The following proposed projects are supported by past study and planning efforts completed by the City, or as a cooperative effort between the City and Dakota County:

1. **Rich Valley Blvd/Cliff Road** - Included in the City's [2040 Comprehensive Plan](#), and identified in the [Pine Bend Arterial Study](#). The catalyst for performing a study in 2025 is the current availability of federal freight grants for which the County is working to apply for. If obtained, this grant would fund a portion of the improvements. Performing the scoping study is the first required step in being able to utilize such grants for final design and construction. The proposed project timing aligns with the proposed construction of the 117th Street Reconstruction project, which is anticipated to result in increased traffic and both safety and mobility improvement needs for the intersection.
2. **80th Street (CSAH 28) - Babcock Trail to Bowman Ave** - The project scope has increased to include pedestrian improvements related to the Safe Routes to School (SRTS) program, with a focus on pedestrian upgrades near Simley High School. While the SRTS components of the work do not have a City cost share, the ancillary improvements leading into the school zone, including pedestrian improvements at intersections such as Blaine Ave. and US 52, have some City cost share responsibility, and are detailed in past SRTS and City bicycle and pedestrian trail gap studies. Staff believe that the estimated cost increase to the City's share (\$45,000) can be funded through the City's Pavement Management Fund, but have included language in the attached Resolution indicating the City's support of the cost sharing in 2024 would be subject to funding availability at the time a joint powers agreement is developed for the project.

The remaining added project (Rich Valley Blvd. and Barnes Ave. Bike Trail Scoping Study) is not included in the City's current 2024-2028 CIP, is not identified in the City's 2040 Comprehensive Plan, and is identified in the County's most recent [Bicycle and Pedestrian Study](#) as lacking systemwide demand for implementation. As such, the attached Resolution has been drafted to indicate the City does not support the inclusion of these bike trail scoping studies in the County's 2024-2028 Transportation CIP at the present time.

There are a few projects noted in the County's draft CIP that City staff have asked to have shifted from their current programmed year. Dakota County staff have agreed to recommend these adjustments to the Board of Commissioners for consideration. These projects, however, have not been formally adjusted in the draft CIP as currently published. Therefore, these requested adjustments are also summarized in the attached Resolution.

FISCAL IMPACT

City staff have previously integrated the projects with City cost-sharing responsibilities shown in the Draft 2024-2028 Dakota County CIP into the City's CIP for 2024-2028, to ensure adequate funding

availability for these projects. If supported by the City Council, adjustments to these costs and programmed project years will be made in the City's CIP prior to adoption later this fall. There is no immediate fiscal impact at this time; the City of Inver Grove Heights will have approval authority, along with the County Board of Commissioners, via approval of joint powers agreements for the various project phases (scoping/preliminary design, right-of-way acquisition, utility relocation, and construction) prior to advance of any projects requiring cost-sharing between the two organizations.

RECOMMENDATION

Staff recommends adoption of the attached Resolution. Should the Council wish to adjust the support recommendations provided in the attached Resolution, staff recommend taking Council feedback and bringing forth an updated Resolution for adoption at the October 9, 2023 City Council Meeting.

ATTACHMENTS

1. Resolution - Dakota County 2024-2028 CIP
2. Draft County CIP Review Letter - 20230616

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

RESOLUTION NO. _____

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2024-2028 TRANSPORTATION CAPITAL
IMPROVEMENT PROGRAM (CIP)**

WHEREAS, Dakota County requested that the City of Inver Grove Heights provide a letter of support for the initial Draft of the 2024-2028 Capital Improvement Program, and the Public Works Director provided such letter; and

WHEREAS, Dakota County made subsequent revisions to the Draft 2024-2028 Capital Improvement Program, and the Dakota County Board of Commissioners authorized distribution for public review at its August 29, 2023 Budget Workshop, including requesting formal resolutions of support from City Council's throughout the County; and

WHEREAS, City of Inver Grove Heights staff have reviewed the Draft 2024-2028 Capital Improvement Program with staff from Dakota County, and have noted the following transportation projects as being important to the City of Inver Grove Heights and supported by the City's current 2040 Comprehensive Plan and/or past scoping study efforts:

County Project No.	Project Name	Improvement Item
73-035	CSAH 73 (Babcock Trail) – Upper 55 th Street to I-494 Trail Gap	Final Design, ROW Acquisition & Construction
28-066	CSAH 28 (80 th St) – CSAH 73 (Babcock Trl.) to Bowman Ave – 3 Lane Reduction	Preliminary Study, Final Design & Construction
32-065	117 th Street Reconstruction	ROW Acquisition & Construction
28-048	CSAH 28 (80 th St) – TH 3 to CSAH 73 (Babcock Trail)	Preliminary Study
71-017	CSAH 71 (Rich Valley Blvd) and CSAH 32 (Cliff Road) Intersection Scoping Study	Preliminary Study
28-067	CSAH 28 (Argenta Trail) – TH 55/Argenta Interchange	Preliminary Study
26-065	CSAH 26 (70 th St.) – TH 52 West Ramp	Construction

and;

WHEREAS, City of Inver Grove Heights staff have reviewed the Draft 2024-2028 Capital Improvement Program with staff from Dakota County, and have noted the following transportation projects as not being supported by the City's current 2040 Comprehensive Plan and/or past scoping study efforts:

County Project No.	Project Name	Improvement Item
97-223	CSAH 71 (Rich Valley Blvd) and CSAH 73 (Barnes Ave) Bike and Pedestrian Improvements	Preliminary Study

and;

WHEREAS, Dakota County has not included previous City of Inver Grove Heights requests to include a pedestrian overpass of Argenta Trail near Vista Pines Park in the County's CIP, and the City believes inclusion of a preliminary study is both logical and warranted to determine the feasibility of such an improvement in the future; and

WHEREAS, City of Inver Grove Heights staff have reviewed the Draft 2024-2028 Capital Improvement Program with staff from Dakota County, and have requested minor adjustments in programed project years for several noted projects; and

WHEREAS, the City of Inver Grove Heights will endeavor to participate in these projects in accordance with applicable cost sharing policies and based on funding availability; and

WHEREAS, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way (ROW) acquisition, utility relocation and construction) prior to advancement of any projects requiring cost sharing between the two organizations.

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

1. The following projects and project improvement items be included in Dakota County's 2024-2028 Capital Improvement Program in the years indicated:

County Project No.	Project Name	Current Draft Dakota County CIP Year	City Recommended CIP Year
73-035	CSAH 73 (Babcock Trail) – Upper 55 th Street to I-494 Trail Gap	2024 (ROW) 2025 (Construction)	2024 (ROW) 2025 (Construction)
28-066	CSAH 28 (80 th St) – CSAH 73 (Babcock Trl.) to Bowman Ave – 3 Lane Reduction	2024 (Construction)	2024 - 2025 (Construction)
32-065	117 th Street Reconstruction	2024 (Construction)	2024 (ROW) 2025-2026 (Construction)
28-048	CSAH 28 (80 th St) – TH 3 to CSAH 73 (Babcock Trail)	2025 (Prelim Study)	2025 (Prelim Study)
71-017	CSAH 71 (Rich Valley Blvd) and CSAH 32 (Cliff Road) Intersection Scoping Study	2025 (Prelim Study)	2025 (Prelim Study)
28-067	CSAH 28 (Argenta Trail) – TH 55/Argenta Interchange	2026 (Prelim Study)	2026 (Prelim Study)
26-065	CSAH 26 (70 th St.) – TH 52 West Ramp	2028 (Construction)	2028 (Construction)

2. The following project and project improvement item be ADDED to Dakota County's 2024-2028 Capital Improvement Program:

County Project No.	Project Name	Current Draft Dakota County CIP Year	City Recommended CIP Year
TBD	CSAH 63 (Argenta Trail) Pedestrian Overpass at Vista Pines Park	N/A	2024 or 2025 (Prelim Study)

3. The following project and project improvement item be REMOVED from Dakota County's 2024-2028 Capital Improvement Program:

County Project No.	Project Name	Current Draft Dakota County CIP Year	City Recommended CIP Year
97-223	CSAH 71 (Rich Valley Blvd) and CSAH 73 (Barnes Ave) Bike and Pedestrian Improvements	2025 (Prelim Study)	Remove from CIP

Adopted by the City Council of the City of Inver Grove Heights on this 25th day of September 2023.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

June 16, 2023

Ms. Erin Borchert
Dakota County Transportation Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Dear Ms. Borchert,

Listed below are the City of Inver Grove Heights' staff recommendations regarding the draft Dakota County Capital Improvement Program (CIP) for 2024-2028. These projects were discussed in a meeting between City and County staff on May 4, 2023.

County Project No.	Project Name	Current CIP Year	City Recommended CIP Year
73-035 ⁽¹⁾	CSAH 73 (Babcock Trail) - Upper 55 th Street to I-494 Trail Gap	2024 (ROW) 2025 (Construction)	2024 (ROW) 2025 (Construction)
28-066	CSAH 28 (80 th St) - CSAH 73 (Babcock Trl.) to Bowman Ave - 3 Lane Reduction	2024 (Construction)	2024 (Construction)
32-065 ⁽²⁾	117 th Street (New CSAH 32)	2024 Construction	2024-2026 (Construction)
28-048 ⁽³⁾	CSAH 28 (80 th St) - TH 3 to CSAH 73 (Babcock Trl.)	2025 (Design)	2025 (Design)
26-065	CSAH 26 (70 th St.) - TH 52 West Ramp	2026 (Construction)	2026
28-067	CSAH 28 (Argenta Trl) - TH 55 Interchange	2026 (Prelim Study)	2026 (Prelim Study)

(1) City of IGH leading design and construction with TAB Regional Solicitation Grant

(2) City of IGH leading final design, Dakota County leading ROW acquisition, RR coordination, and construction. Jurisdictional transfer of roadway by July 31, 2023 per JPA.

(3) County has listed this as a City-lead design, although the City has not agreed to take the lead on this effort at the present time.

In addition to the above items in the current draft Dakota County CIP, the City has had conversations with county staff regarding inclusion or advancement of funds for the items noted on the following page:

County Project No.	Project Name	Recommended CIP Addition
TBD	CSAH 63 (Argenta Trail) - Pedestrian Overpass at Vista Pines Park	Inclusion of \$100,000 for a preliminary engineering study in 2024 or 2025 (85% County/15% City Funded).

There are several projects that the County has listed under the 2023 program year that have not yet proceeded and may be delayed to future years. It is still unclear to the City what projects may be delayed, and until what year, and whether these will be re-defined in the County's current CIP. The City has requested clarity by the end of June, 2023 regarding what projects, if any, will be shifted into future years. The City may have concerns and wishes to have direct input into the proposed re-scheduling of these projects, summarized as follows:

County Project No.	Project Name
56-014 ⁽¹⁾	CSAH 56 (Concord Blvd) - TH 52 to I-494 - Pedestrian Enhancements
26-060	CSAH 26 (70 th St.) - TH 3 to CSAH 73 (Babcock Trl) - Preliminary Engineering
26-068	CSAH 26 (70 th St.) - CSAH 73 (Babcock Trl.) to Cahill Ave - 3-Lane Reduction - Preliminary Engineering
28-066	CSAH 28 (80 th St.) - CSAH 73 (Babcock Trl.) to Bowman Ave - 3 Lane Reduction - Preliminary Engineering
63-029	CSAH 63 (Argenta Trl.) - I-494 Interchange - Preliminary Engineering

(1) County has indicated to City staff the construction of this will not occur until 2024. No City funding contribution.

We recognize the financial and staffing restrictions of the County, as well as the City, and we will continue to work with you regarding a final CIP for 2024-2028.

Sincerely,



Brian D. Connolly, PE
Public Works Director

Cc: Erin Laberee, Dakota County Transportation
Jake Chapek, Dakota County Transportation
Kris Wilson, City of Inver Grove Heights
Paul Merchlewicz, City of Inver Grove Heights
Adam Lares, City of Inver Grove Heights



Request for Council Action

SUBJECT: **1st Reading of Ordinance Establishing Licensing Requirement for Short-Term Rentals**

MEETING DATE: September 25, 2023
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider approval of a first reading of the attached Ordinance, which establishes a licensing requirement for short-term rentals.

BACKGROUND

For the past year, the City Council and staff have been discussing and gathering information regarding short-term rentals, such as those commonly advertised on Airbnb or VRBO, including information about how other cities are or are not regulating them. At its August 28 meeting, the Council directed staff to prepare a draft ordinance that would establish a licensing requirement for short-term rentals operating in Inver Grove Heights and that the licensing requirements would be tailored specifically to short-term rentals. (The City has an existing requirement in City Code for longer-term residential rental properties to obtain a city license.)

Attached is a draft ordinance for Council consideration and discussion. The text highlighted in yellow represents specific requirements or policies that staff seeks to draw Council's attention to, as most of these provisions are unique from those included in the existing rental licensing ordinance.

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

1. Short-Term Rental Licensing Ordinance for 1st Reading (Sept 25 2023)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 4, CHAPTER 13, TO ADD ARTICLE A RELATED TO RENTAL LICENSES
FOR SHORT-TERM RENTALS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 4, Chapter 13 of the Inver Grove Heights City Code is hereby amended to add Article A as follows:

ARTICLE A; SHORT-TERM RENTALS

4-13-A-1: Policy; Purpose; Objective; Intent

It is the purpose of this Article to protect and preserve the stability and character of residential areas within the city by establishing standards for the operation of short-term rental housing. The operation of short-term rental properties is a business enterprise that includes certain responsibilities. Rental owners, operators and managers are responsible to take such reasonable steps as are necessary to ensure that the guests who occupy such rental dwelling units, as well as neighboring properties, may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, and sanitary, free from noise, nuisances and annoyances, and free from unreasonable fears about safety of persons and property.

4-13-A-2: Definitions

Except as expressly provided in this Article, words, terms and phrases used in this Article have the meanings given them by Section 4-13-3. For purposes of this Article, the following terms below have the meanings given them:

SHORT TERM RENTAL: The letting of a dwelling or dwelling unit for a period of less than thirty (30) consecutive days.

4-13-A-3: License Required

- A. General Rule: No person, partnership, business entity, or corporation shall operate a short-term rental dwelling or short-term rental dwelling unit in the city without first obtaining a short-term rental license. The licensee shall be the owner of the dwelling unit.
- B. Exemptions: No short-term rental license is required for the following:
 - 1. Hospitals.

2. State licensed residential care facilities.
 3. Assisted living facilities.
 4. Nursing homes.
 5. Hotels or motels.
 6. Single-family homes where an individual owns the single-family home and resides in a portion of the home in which there is a rental dwelling unit and there are a total of no more than three (3) persons within the rental dwelling unit that are unrelated to the owner and to each other.
 7. Accessory dwelling units pursuant to section 10-18-1 of this code.
 8. Supervised student housing pursuant to subsection 10-14-2H of this code.
- C. Non-Transferable: A short-term rental license is nontransferable. If there is a change in the ownership of the rental dwelling or rental dwelling unit, a new license is required.
- D. License Term: The term of the license shall be two years, beginning on April 1 of all odd-numbered years.
- E. License Fees: Applicants for a license shall pay a fee as set by resolution adopted by the City Council. The license fee is not refundable, even if the application is withdrawn, denied, revoked or suspended or the applicant ceases to operate the property as a short-term rental during the term of the license.
- F. Renewal And Late Fees:
1. An application for license renewal must be filed at least sixty (60) days prior to the license expiration date.
 2. An applicant who fails to submit a completed renewal application at least sixty (60) days prior to the expiration date shall pay a late fee equal to fifty percent (50%) of the license fee, in addition to the required license fee for the renewal.

4-13-A-4: License Application

Application for a license must be made to the city by the owner of a short-term rental dwelling or dwelling unit on forms provided by the city. After the city has received a completed application, including all required documentation and the application fee, and the license fee the license will be reviewed by city staff and then submitted to the city council for consideration. Incomplete applications will be rejected by city staff and will not be submitted to the city council.

1. **Neighbor Notification:** Prior to submitting a license application, the applicant must notify the owner of any neighboring property abutting the lot on which the rental dwelling or dwelling unit is located as well as all properties located across the street from their property of their intent to seek a short-term rental license. Such notification shall be on a form provided by the City.
2. **Required Applicant Information:** The following information shall be required with each application for a short-term rental license.
 - A. **Natural Person:** If the applicant is a natural person, the applicant must provide the information required in Section 4-13-3(B)(1).
 - B. **Partnership:** If the applicant is a partnership, the applicant must provide the information required in Section 4-13-3(B)(2).
 - C. **Corporation:** If the applicant is a corporation or other organization, the applicant must provide the information required in Section 4-13-3(B)(3).
 - D. **Additional Information From All Applicants:** All applicants must provide the information required in Section 4-13-3(B)(4).
 - E. **Property Contact Information:** All applicants must provide the information required in Section 4-13-3(4)
 - F. **Number And Type Of Units:** The license application must contain the number of units and types of units (condominium, apartment, townhome, etc.) within the rental dwelling. If the number or types of units changes, the licensee must notify the city.
3. **Changes On Application:** An applicant must notify the city in writing of any changes to the name(s) provided on the application including, but not limited to, owners, the property management company, property managers, twenty-four (24) hour contact information, or agents responsible for management of the rental dwelling or rental dwelling unit. Any changes may result in additional background checks, as required by this Article, if deemed necessary by the city
4. The applicant must file with the city proof of insurance as required in Section 4-13-3(E). The applicant may not cancel or change the insurance without fifteen (15) days' prior written notice to the city by certified mail. The certification of insurance must be continuously in effect until fifteen (15) days after receipt of the written notice of cancellation or change, provided however, the certification must not extend for more than two (2) years.

5. Criminal Background Investigation.

a. In order to protect the general welfare of the public for all applications, criminal history background reports from the BCA must be submitted with the application for any owner who has or would have the means to enter rental dwelling units or any manager who has or would have the means within the scope of the individual's duties, to enter rental dwelling units. To satisfy this requirement:

1. An owner who has or would have the means to enter rental dwelling units must provide a copy of a BCA public criminal conviction history report, which must be dated within twenty-four (24) months of the date of the application.
2. A manager must provide a BCA public criminal conviction history report and a response from the superintendent of the BCA required by Minnesota statutes section 299C.68, both of which must be dated within twenty-four (24) months of the application.

If not a Minnesota resident, a criminal conviction history report from the appropriate government agency in the state of residency is also required.

b. Authorization: At the time of making applications for an initial or renewal license, the applicant must provide written authorization to the city to investigate all facts set out in the application. The information obtained from the investigation shall be used to assist the police chief in making a recommendation as to whether the applicant should be granted a license.

c. Police Chief Recommendation: The Police Chief or their designee shall make a recommendation to the City Council as to whether the applicant should be a granted a license, based on any of the following criteria:

- a. Whether the owner or manager subject to the investigation required in this Article was convicted of a crime or offense in the last five (5) years involving or directly relating to the business for which a license is sought; or
- b. Whether the owner or manager subject to the investigation required in this Article was convicted of a "background check crime" as defined by Minnesota statutes section 299C.67, subd. 2, or as it may be amended, within the last ten (10) years; or
- c. Whether there is a material misrepresentation in the application or other grounds for denial of the license application under Sections 3-2-10 or 4-13-8(b) of the Code.

4-13-A-5: License Hearing

a. New Or Renewal Application Consideration:

1. Action: The city council must take action on each new and renewal license application within a reasonable time following receipt of a completed application and recommendation from the police chief or their designee regarding the application.

2. Procedure: At the city council meeting at which the license application is considered, any person must be provided an opportunity to be heard for or against the license. The city council may then take any of the following actions:
 - a. Approve the license,
 - b. Deny the license,
 - c. Approve the license with reasonable conditions,
 - d. Approve the license on a provisional basis, or
 - e. Continue the license application for additional information.
- b. Denial, Suspension, or Revocation of License or License Application: At the recommendation of the chief of police, city administrator, or building official, the city council or its designee may hold a hearing to take action on a short-term rental license to deny, suspend, or revoke a license or to consider other actions against the license holder. In addition to those grounds enumerated in section 3-2-10 of this code, any license may be denied, suspended, issued on a conditional or provisional basis, or revoked for one or more of the following reasons listed in section 4-13-8(B).
- c. Suspension Or Revocation Hearing: Short-term rental license may be suspended or revoked following the procedures in Section 4-13-8(C).
- d. Reapplication Following License Revocation or Denial: Upon denial or revocation of a license, the owner may not reapply for a license for the same rental dwelling or rental dwelling unit for a period of six months.

4-13-A-6: Performance Standards

All short-term rental dwellings and short-term rental dwelling units shall be subject to the following performance standards.

- A. Maintenance Standards: The licensee must ensure that every short-term rental dwelling and short-term rental dwelling unit is maintained in compliance with all city codes and state laws, including:
 1. The City's Building code (title 9, chapter 1 of this code)
 2. The City's Zoning code (title 10 of this code),
 3. Animal control requirements (title 5, chapter 4 of this code),
 4. Fire prevention code (title 9, chapter 2 of this code),
 5. Property nuisances (title 5, chapter 9 of this code),
 6. Miscellaneous offenses (title 5, chapter 5 of this code),
 7. The applicable provisions of the 2021 International property maintenance code as adopted and with the exceptions found in Section 4-13-1-E.
- B. Parking Requirements: In all zoning districts, all renter and/or guest parking for a short-term rental dwelling or short-term rental dwelling unit must be on an

improved driveway or improved parking surface located on the premise or property where the short-term rental unit is located.

C. Events: Events are not allowed to be hosted by renters or guests on the premises. For purposes of this section, an event means a gathering on the premises of more than three un-registered individuals.

D. Required Postings

1. Display Of License Certificate: The license certificate must be exhibited in a conspicuous place at or near the entrance to the short-term rental dwelling or short-term dwelling unit. One license certificate must be displayed for each building.

2. Display of Property Address and Emergency Contact Information.

E. Tenant Register: As a condition of the license, the licensee must, as a continuing obligation, maintain a current register of tenants and other persons who have a lawful right to occupancy of short-term rental dwellings or short-term rental dwelling units. In its application, the applicant must designate the name of the person or persons who will have possession of the register and must promptly notify the city of any change in the identity, address or telephone numbers of such person. The register must be available for inspection by city officials at all times and must be kept for a period of twelve (12) months.

F. Payment of Lodging Taxes: The property owner must pay all applicable federal, state and local taxes related to the short-term rental. In addition, the licensee is required to collect and remit to the city on a quarterly basis the lodging tax imposed under Title 4, Chapter 10 of this code. If no sales are made during a quarter, a report must be submitted to the city stating that no sales were made or lodging tax collected during that quarter.

G. Responsibility for Acts of Managers: Licensees are responsible for the acts or omissions of their managers as it pertains to the short-term rental dwelling.

4-13-A-6: Inspections; Compliance Orders

Short-term rental dwellings and dwelling units may be inspected in the same manner and per the process found in Section 4-13-6. Violations of this Article may be addressed by the issuance of compliance orders and criminal citations in the same manner and per the process found in Section 4-13-7.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2023.

CITY OF INVER GROVE HEIGHTS

By: _____

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Review of Proposed 2024 VMCC Operating & Capital Budgets**

MEETING DATE: September 25, 2023

ITEM TYPE: Regular Business

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587
 Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to review and provide feedback regarding the requested 2024 operating and capital budgets for the Veteran's Memorial Community Center (VMCC).

BACKGROUND

The operating and capital budgets for the VMCC are supported by fees collected from users and transfers from the Host Community Fund. Because there is no property tax revenue used to fund the VMCC, these budgets were not brought forward earlier in the 2024 budget process, when the focus was on the General Fund, Bond Funds, and the Pavement Management Fund, all of which do rely on property tax support.

The Parks and Recreation Director and Finance Director will provide an overview of the proposed operating and capital budgets. A draft copy of their presentation is attached for the Council's review prior to the meeting.

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

1. VMCC 2024 Requested Budget

2024 Budget Veteran's Memorial Community Center (VMCC)

September 25, 2023

Adam Lares, Parks & Recreation Director



Community Center Overview

- 153,000 sq. ft. plus facility
 - Aquatics Center
 - Fitness Center
 - Ice Arena/Senior Center/Community Rooms
 - National Guard Armory Gym
- Annual Hours of Operation
 - 5366 hours (avg. 15hr/day) Fitness, Aquatics, Gym
 - 5980 hours (avg. 16.5/day) Arena
- 3,072 - Members in 2022
- 154,811 - Admissions in 2022
- Over 500,000 attendees annually (Arena, Sr. Center, Gym, etc.)

Community Center Overview

- 14 FTE's
 - Operation & Maintenance = 5
 - Programming = 5
 - Guest Services = 2.75
 - Administrative = 1.25
- 100-150 Part-time Non-benefited staff
 - Across all divisions

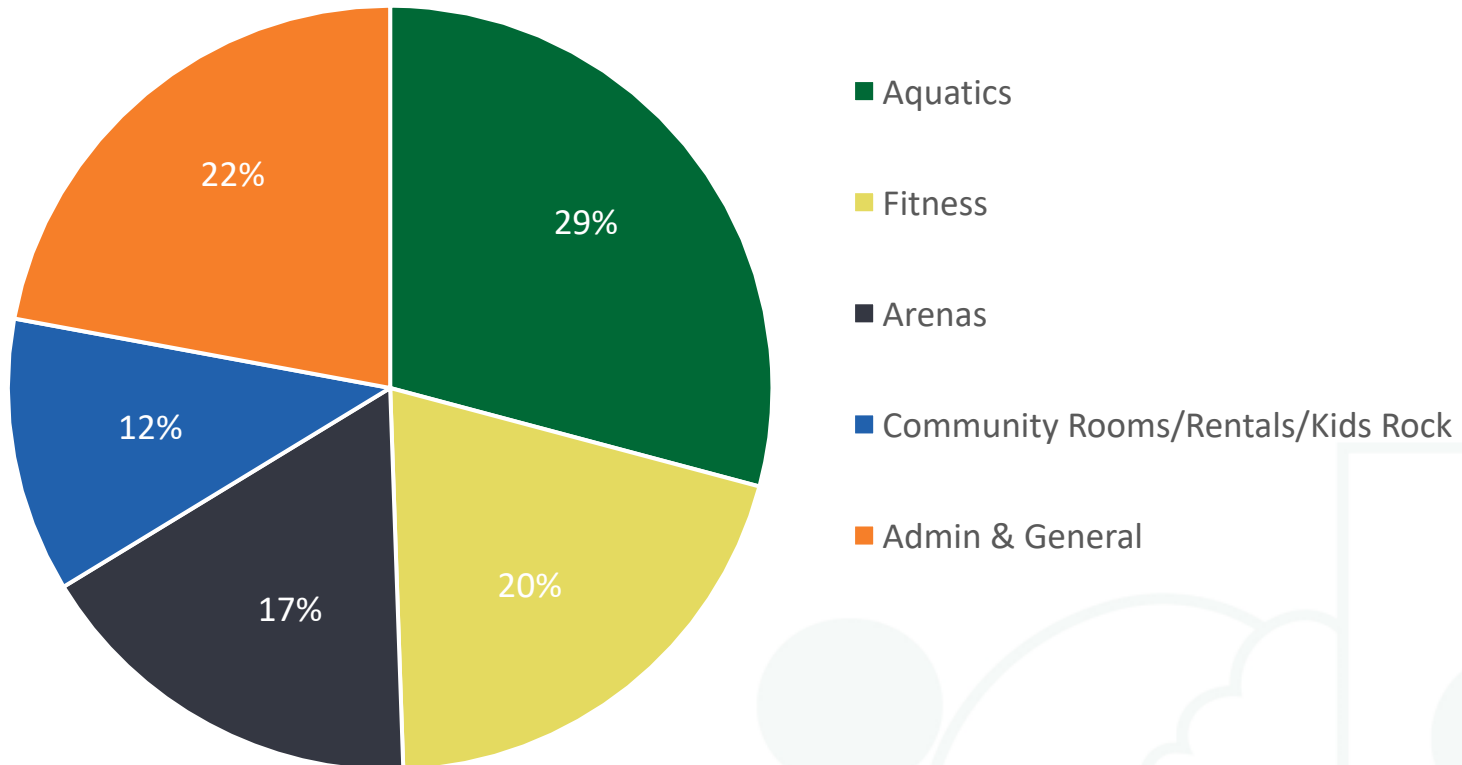
Operating Budget



Community Center Divisions NEW for 2024

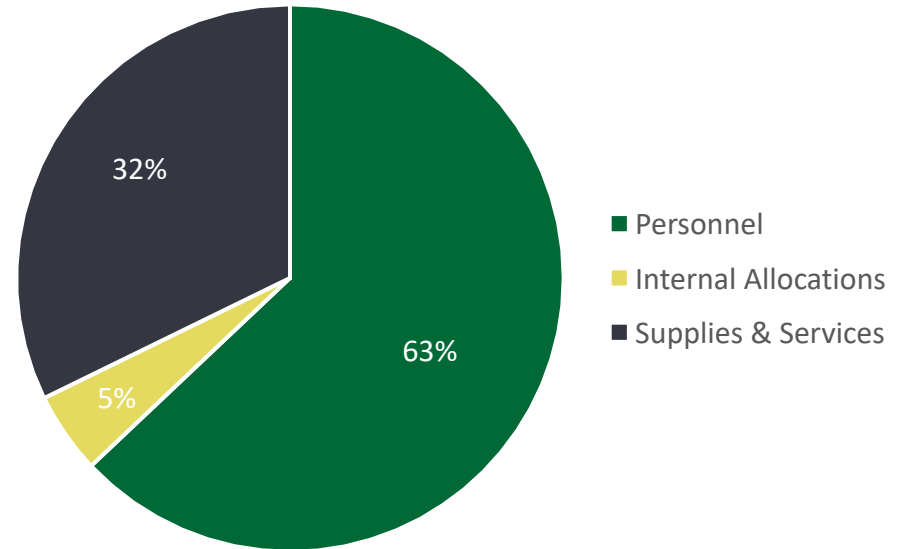
- (6210) Administrative & General Operations
- (6220) Aquatics
- (6230) Fitness
- (6240) Arenas
- (6250) Community Rooms/Rentals/Kids Rock/Seniors

Community Center Divisions Expenditure Budgets



Community Center Operating Summary

2024 Requested Budget



	2021 Activity	2022 Activity	2023 Budget	2024 Requested
Personnel *	\$1,968,062	\$2,148,402	\$2,525,600	\$2,562,199
Internal Allocations	171,600	190,100	184,300	195,800
Supplies & Services	1,037,714	1,379,684	1,188,800	1,311,991
Total	\$3,177,376	\$3,718,186	\$3,898,700	\$4,069,990

* The above 2024 Personnel figures do not reflect additional staff requests

Community Center Operating Summary

	Aquatics	Fitness	Arenas	Community Rooms/Rentals /Kids Rock	Admin & General Operations	Total
Revenues	\$ 767,210	\$ 861,260	\$ 790,900	\$ 334,900	\$ 141,520	\$ 2,895,790
Expenditures	1,186,101	826,436	685,900	472,710	898,844	4,069,990
Difference	(\$418,891)	\$ 34,824	\$ 105,000	(\$137,810)	(\$757,324)	(\$1,174,200)

Community Center – Noteworthy Items

- Part-time Communications specialist position was added to the 2023 Communications budget – that cost has been transitioned to Parks & Recreation budgets in 2024
- Conditioning Water in Pool
 - Increased utility expenses
 - Increased cost for pool chemicals & related supplies
- Expansion of existing software for onsite check in's
- Increased training costs related to staff development

Community Center – \$62,590 in Additional Requests

- New staffing requests
 - Additional hours for Part-Time Communications specialist (\$5,000)
 - Additional OT for Maintenance (\$1,400)
 - Staffing Adjustments (\$21,790)
 - Additional hours and improved aquatics coverage, class offerings, and expanded program hours
 - Higher wages for part-time operations staff to remain competitive in current labor market
 - Partially offset by reductions to Fitness and Guest Service hours
 - Reclass Lead Customer Service to Membership Specialist (\$34,400)
 - \$17,500 estimated cost for Reclassification
 - \$16,900 hours needed to backfill front desk coverage

Revenue Projections

	2021 Activity	2022 Activity	2023 Budget	2024 Proposed
Total Operating Revenues	\$ 2,245,228	\$ 2,701,883	\$2,789,050	\$2,895,790
Increase from Previous Year	\$1,509,517*	\$ 456,655*	\$ 87,167	\$ 106,740
* Programming rebounding to pre-COVID levels (2019 operating revenues = \$2,804,582)				

- Program Rate Fee Increase
- Admission Fee Increase
- Kids Rock Increase in Offerings
- Birthday Parties Increase in Offerings

Community Center Operating Transfer Needed

	2021 Activity	2022 Activity	2023 Budget	2024 Requested
Total Operating Expenditures	\$3,177,376	\$3,718,186	\$3,898,700	\$4,069,990
Total Operating Revenues	<u>\$2,245,228</u>	<u>\$2,701,883</u>	<u>\$2,789,050</u>	<u>\$2,895,790</u>
Transfer Needed from Host Community Fund (per audited financials)	\$932,148	\$1,016,303	\$1,109,650	\$1,174,200
Operating Costs Not Covered by Revenue	29.3%	27.3%	28.4%	28.9%
Actual Transfer from Host Community Fund *	\$947,535	\$1,069,557		
Difference	\$15,387	\$53,254		

** Actual transfers are calculated prior to finalizing year-end payroll liabilities so transfers needed per audited financials will differ from actual transfers completed. These small differences either increase or decrease fund balance within the Community Center Fund.*

Capital Budget



Community Center Capital

- New fund created in 2023 to track Community Center capital expenditures (Fund 206)
- Funded by a transfer from the Host Community Fund
- Scheduled for \$700,000/annually
 - Increase of \$15,000/annually in future years for inflation
- Consistent funding should allow the city to manage capital repairs and replacements for varying years of high and low capital needs.
- Individual projects still require annual City Council approval – capital will be included in the annual Capital Improvement Plan (CIP)

Community Center – Proposed 2024 Projects

Area	Project	Amount
Common	Common Area Updates	\$ 20,000
Aquatics	Lap Pool Lane Lines, Diving Boards, Stands	47,900
Arena	East Rink Matting, Paint Team Rooms & Restrooms, Re-key Interior Doors, Update Kitchen/Kitchen Windowsills, Rear Doors/Frames (east rink), New Skate Racks	204,000
Mechanical	Update Automation, Replace Roof Top Unit #4, Replace Water Softeners	158,000
Grove	Replace Front Entry Concrete/Carpet, Community Room Partition, IT Server/Panel Upgrade	63,000
Grove Brightside Room*	Design + Engagement Brightside Room Remodel	<u>20,000</u>
	Total Projects	\$ 512,900

* Original 2024-2028 CIP had Brightside Room remodel budgeted in 2024 for \$200,000 – future remodeling costs will be developed after community & Council engagement has occurred.

Community Center Capital Fund (Fund 206)

	2023 Budget	2024 Proposed	2025 Projected	2026 Projected	2027 Projected	2028 Projected
Revenue In						
Transfer from Host Community Fund	\$ 718,200	\$ 700,000	\$ 715,000	\$ 730,000	\$ 745,000	\$ 760,000
Expenses Out						
VMCC Capital Projects (from 2024-2028 CIP)	(718,200)	(512,900)	(689,500)	(609,750)	(1,300,000)	(385,900)
Year-End Balance	\$ 0	\$187,100	\$212,600	\$332,850	(\$222,150)	\$151,950

** Current 5-year CIP does not include remodeling costs for the Brightside Room*

Questions?



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
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651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
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