

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

Monday, April 12, 2021 at 7:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, April 12, 2021, will be provided to the Council at or before the April 12, 2021, meeting. **Phone Number to Reach Meeting: 651-450-2471**

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** i. Minutes from the March 1, 2021 City Council Work Session.
ii. Minutes from the March 8, 2021 City Council Meeting.
- B.** Disbursements for Period Ending April 7, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider Resolution Authorizing Consulting Services Agreement with Madden, Galanter, Hansen, LLP, Attorneys at Law.
- E.** Consider Approval of Collecting Bargaining Agreements with IOUE Local 70 and AFSCME Local 1065 Council 5, for 2021 and 2022.
- F.** Consider Approval of Emergency Paid Sick Leave Program Extension through 2021.
- G.** Consider Approval of 2021 and 2022 Compensation Pay Wage Adjustments for Non-Union Employees.
- H.** Consider Accepting Donation from Am Vets to the Fire Department.
- I.** Consider Accepting Anonymous Donation to Police and Fire Department.
- J.** Consider Approval of Revised Lease Agreement with Dakota County for Criminal Justice Network (CJN).
- K.** Consider Approval of New Massage Therapist, Laura Kasel, OyeSpa LLC.
- L.** Consider Resolution Authorizing 2020 Transfers.
- M.** Consider Resolution Authorizing 2021 Budget Adjustment for Police Escrow Accounts.
- N.** Consider Resolution Authorizing 2021 Budget Adjustment for Technology Fund.
- O.** Consider Resolution Authorizing 2021 Budget Adjustment for Finance Department.
- P.** Consider Resolution Authorizing 2021 Budget Revision for Community Development.

- Q.** Consider Approval of Resolution Adopting Written Findings related to Denial of Application for Comprehensive Plan Amendment for Two Parcels Located at 5871 Cahill Ave.
- R.** Consider Contact Amendment with HKGI for the Park and Recreation Plan Update.
- S.** Consider Approval for Capital Improvement Fund Reallocation.
- T.** Consider Change Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09A – Crack Seal.
- U.** Consider Change Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09B – Seal Coat.
- V.** Consider Resolution Approving Part 2 of the Application for Permit Coverage Under the 2020 Reissuance of the MS4 General Permit.
- W.** Consider Approval of Storm Water Facilities Maintenance Agreement for Lot 4, Block 1, Salem Hills Farm (6365 Bailey Trail).
- X.** Consider Approval of Storm Water Facilities Maintenance Agreement for Lot 1, Block 6, Broadmoor (11398 Avery Dr).
- Y.** Consider Resolution Ordering Project, Approving Joint Powers Agreement, Approving Plans and Specifications and Authorizing Developer-installed Improvements for City Project No. 2021-07 – 70th Street (CSAH 26) and Allen Way Intersection Improvements for the Canvas at IGH Development.
- Z.** Consider Resolution Approving the First Amendment to the Cooperative Agreement for Construction of Seidl's Lake Pumping Station, City Project No. 2014-12 – Seidl's Lake Outlet.
- AA.** Consider Approval of a Resolution Relating to a Preliminary and Final Plat for the plat to be known as Obrien Oak Terrace (Caragh O'Brien Bartness).
- BB.** Consider Resolution Approving a No Build Area Use Agreement for Property Located at 6515 Babcock Trail and an Agreement No. 2 Related to Removal of Existing Home on Property at 6515 Babcock Trail.
- CC.** Consider Resolution Approving and Authorizing Closing of Real Estate Transaction with Kurt Rechtzigel.
- DD.** Consider Resolution Accepting Proposal and Approving the Contract from SRF for the Preliminary Design and Engineering Services for City Project No. 2016-17 – 117th Street Reconstruction.
- EE.** Consider Issuing Request for Qualifications (RFQ) for a Fire Department Service Evaluation.

5. Public Hearing

- A.** Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Accepting Amendment to Engineering Services Proposal IPO 27B from Kimley-Horn, and Authorizing Land Acquisition Services for City Project No. 2016-09F – Carleda Way Area Improvements.
- B.** Public Hearing to Consider a Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th Street).

6. Regular

Community Development

- A. WENCK ASSOCIATES (FORTISTAR)** - Consider the following for the property located at 2495 117th Street (west 100 acres);
 - 1) Consider the Third Reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
 - 2) Consider a Resolution relating to a Conditional Use Permit, improvement agreement and related agreements for an energy recovery facility for the generation of renewable natural gas.
- B. WATERMARK PROPERTIES-** Consider A Resolution relating to a Final Plat, Final PUD Development Plan, Development Agreement, and related agreements for the project to be known as Canvas of Inver Grove Heights. Property located at the northeast quadrant of Hwy 3 and 70th Street.
- C.** Consider the First Reading of an Ordinance to allow fences to be 48 inches in height within the front yard area of a lot.

Engineering

- D.** Consider Resolution Approving Plans and Specifications and Authorizing Developer-installed Improvements for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034.

Administration

- E.** Consider Second Reading, Ordinance Amending City Code Related to Council Meeting Times.

7. Public Comment

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

8. Mayor and Council Comments

9. Executive Session

- A.** Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(3) to develop or consider offers or counteroffers for the purchase of real property interests in the real property located at 6680 Robert Trail South, Inver Grove Heights, MN (Parcel ID No. 20-00500-51-010).

10. Adjourn

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

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

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

Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Murphy, and Gliva; City Clerk Rebecca Kiernan, Community Development Director/Interim City Administrator Heather Rand, City Attorney Bridget McCauley Nason, Fire Chief Judy Thill, Interim Parks and Recreation Director Jon Oyanagi, and Human Resources Manager Janet Shefchik.

Staff Present via Zoom Video Conferencing: Technology Manager Marc Gade, Environmental Specialist Ally Sutherland, City Engineer Tom Kaldunski, Recreation Superintendent Julie Dorshak and Police Chief Melissa Chiodo.

Presenting/Speaking via Zoom Video Conferencing/Phone: Marisa Bayer, Jamie Johnson, and Megan Weck from Center for Energy and Environment; Program Manager from Xcel Energy Tami Gunderzik; Energy Action Team Members: Dawn G. (Resident), and Environmental Commission Chair Ted Trenzeluk; Greg Fransen, Barr Engineering.

Mayor Bartholomew stated the Agenda is long with eight items for discussion. This is a Work Session for Council Members and Staff; input will be accepted and asks that it be 3 minutes in length and on topic.

1) Partners in Energy, IGH Energy Action Plan:

Environmental Specialist Ally Sutherland gave an informational presentation about the Inver Grove Heights Energy Action Plan and Associated Memorandum of Understanding (MOU) with Xcel Energy's Partners in Energy Program. Final approval of the Plan and Memorandum of Understanding are scheduled for the Monday, March 8th City Council meeting. Information on the program was presented as follows:

What is Partners in Energy:

- Partners in Energy is a two-year collaboration with Xcel Energy to develop and implement the Community's energy goals.
- Built upon existing sustainability goals and a stakeholder engagement process.

Marisa Bayer stated she has Jamie Johnson and Megan Weck with her for this presentation. The three of them work for an Organization called Center for Energy and Environment. They are a part of the Vendor Team that delivers Partners in Energy on behalf of Xcel Energy. Also joining them is the Program Manager from Xcel Energy, Tami Gunderzik. Ms. Bayer began the presentation:

Partners in Energy Program:

- To date more than 30 Communities have participated in the Partners in Energy Program and have gone through the process to create goals and strategies unique to their Community needs and energy priorities.
- Nearby Cities:
 - Rosemount completed the first phase of implementation
 - Hastings is wrapping up the process

Environmental Specialist Sutherland discussed:

How Partners in Energy can help Inver Grove Heights:

- Further existing programming goals
 - GreenStep Cities
 - Transition to Sustainable Operations Plan (new recently introduced Municipal Facilities Plan)
- New opportunities
 - Build on existing municipal actions
 - Expand and target outreach
 - Promote sustainability in the Community (residents and businesses)
 - Free technical assistance and outreach resources (for two years)

IGH Partners in Energy Planning Process:

- Currently in Phase 1
 - Fall 2019: Environmental Commission and City Council directed Staff to apply for the program.
 - February 2020:
 - Applied and selected
 - Stakeholder engagement recruiting. 22 Community members joined the team. Representatives of City Commissions, Committee's, City Council, local education institutes; including K-12 Schools and the local Community College, business representatives, representatives of service organizations, utilities, and residents.
 - July through January 2021: Planning process
 - Stakeholder engagement workshops
 - Community Survey (done online and via Social Media to collect business and residential feedback on energy needs). 200 responses were collected.
 - March 2021:
 - Energy Action Plan and MOU (Memorandum of Understanding) Draft
 - Energy Action Plan and MOU approval
- Phase 2 (begins once Plan and MOU are approved). Process will continue as long as Staff sees fit. Facilitated by Partners in Energy for the first 18 months.
 - April 2021: Implementation Process

IGH Energy Action Plan:

1. Baseline Data (2017 - 2019)
 - Partners in Energy consolidated energy in the Community giving stakeholders an idea of how the Community has been using energy and energy related emissions per sector.
2. Energy Vision & Goals
 - Began the planning process by creating a Vision Statement with the stakeholder team. Aids with planning and reflects the vision of what they foresee for the Community's future.

The Vision Statement: "Inver Grove Heights will be an innovative and engaged Community where energy choices conserve both our natural and financial resources".

- Goals and targets identified throughout the Plan.
3. Implementation Work Plan
 - Identifies target audiences of the plan and what actions would be taken. Three focus areas (target audiences):

1. Residents. 2. Businesses (Large and small businesses, schools, non-profits, and places of worship). Provide additional outreach and education.
 - Create new educational material currently not available, City web pages for easy access to material.
 - 1.1 outreach to small businesses. Unique needs with each individual business.
 - Partner with business and Community Organizations. Help reach populations currently not reaching.
 - Create a recognition program and share testimonials.
 - Annual engagement opportunities.
3. Municipal
 - Update Code as needed
 - Connect Developers to education and Grants
 - Consider renewable energy and energy efficiency opportunities
 - Efficient fleet

Ms. Bayer stated the Partners in Energy Team will support the Community toward achieving goals set in the Energy Action Plan. Marketing support is one of the resources. Will work closely with City Staff and the Communications Department to create outreach material needed while implementing strategies. Materials will be cobranded and designed so messaging, design, and imagery resonates with residents, businesses, and the Community.

Environmental Specialist Sutherland continued:

4. Measuring Success
 - Helps with understanding what successful implementation of the Plan would look like. For example: By implementing actions for 2021 and 2022, the Community could avoid up to \$1.3 million dollars in energy costs and avoid 6,800 metric tons of Carbon Dioxide. The equivalent of taking 1,500 vehicles off the road for a year.
5. Support and Commitments
 - Plan an MOU for Partners in Energy support (over 18 months).
 - Community Development and support. Will look to other Divisions for support some on items.
 - Annual reporting of progress. Includes presenting to the Environmental Commission and City Council. Report progress and request Council feedback about how the plan is going.
 - Energy Action Team and new Community relationships. Hopeful the 22 stakeholders of the Energy Action Team would be interested in implementing the program and see it move forward. Interested in making new relationships with other service organizations and work with them to expand outreach.

Environmental Specialist Sutherland stated there are two Energy Action Team Members on the phone, Dawn G. is a resident of the City, and Ted Trenzeluk, who is the Chair of the Inver Grove Heights Environmental Commission.

Dawn G., Resident of Inver Grove Heights, was grateful to be on the committee. She stated Fossil Fuel Energy will have to be replaced, the fastest most cost-effective way to transition is to reduce the amount of energy needed. That is why this Energy Action Plan is so important. It focuses on the crucial first step of reducing energy use. She stated by adopting this Plan, the City points the way in reducing

costs for itself and citizens. Longer term goals of the Plan discuss electric vehicle infrastructure. She is happy knowing the City has recognized the need to get ready for changes on the horizon and is grateful for the opportunity to work on this. She encouraged the Council to adopt the Plan.

Ted Trenzeluk, Chair, thanked the Council for supporting this item and for the work of the Environmental Specialist and Xcel Energy. This item was brought before the Environmental Commission by one of the Commissioner's in 2019. The Commission adopted it and Council agreed to support. The Environmental Commission unanimously approved this at their meeting last Thursday and fully supports. He stated this was a professionally done Plan with data, facts, measurements, goals, objectives, and is balanced. It is not overly green, has something for everyone in the Community. For example, a young family that wants to save money, this would direct them to energy rebates, rebates from Xcel, or information about replacing light bulbs. It has information about solar gardens or electric transportation. He stated this was a balanced Plan for a diverse Community and encouraged the Council to support and approve.

Environmental Specialist Sutherland continued:

Where things stand and next steps:

- February 25th: Environmental Commission Meeting
- March 1st: City Council Work Session. Make comments and ask questions about the Plan and Memorandum of Understanding
- March 8th: City Council Meeting. Approval of the Plan and Memorandum of Understanding
- April 2021: Implementation Kickoff

Mayor Bartholomew stated this was well written, well done, and easy to understand. He thanked the Team Members and affiliates from Staff, Elected Officials, appointed business partners, schools, residents, utility representatives, and Partners in Energy facilitators.

Mayor Bartholomew asked to make sure the memorandum is reviewed by Legal Staff to make sure there is no problem with compliance and is not Contractually binding. He asked about Finance and the effect to the budget. Environmental Specialist Sutherland responded Legal has not reviewed the memorandum and would make sure that happens before the City Council meeting Monday. She responded it is her understanding that everything in the plan is nonbinding. It is a document to guide in order to meet the goals identified by stakeholders. She responded about the budget stating the only anticipated cost would be her salary, her Staff time spent on this is already budgeted for.

Environmental Initiatives is noticed in her existing workplan. She stated there were some tactics included in the Plan that may have a financial impact. Whenever that is anticipated a clause was placed stating the City would consider. She stated Staff would do background research, make a Draft Budget, and present to the Environmental Commission and the City Council. It would not be implemented until approved.

Councilmember Murphy was impressed with the report and asked if there was a potential cost of \$2,500 for cobranding marketing. Environmental Specialist Sutherland responded Xcel's budget provides printed marketing material up to that amount. Ms. Bayer responded the budget item is a part of the \$2,500 available to the City. If incurring any costs related to printing or any activities, the City could request reimbursement from Xcel Energy up to that amount.

Councilmember Murphy asked, aside from the Environmental Specialists time, if there would be any impacts on Staff time. Environmental Specialist Sutherland responded as they move into implementation, a Work Plan would be determined about what an appropriate amount of time would be to spend on this per week. Other Division's involved in the process would be: Communications, Public Works, Operations, and Maintenance. They have been involved in the process to be aware of the Work Plan and have provided feedback.

Councilmember Gliva stated she spoke with Environmental Specialist Sutherland this week about the process. She thanked the stakeholders and stated the Plan is well thought out. She stated it was a really good way to move forward as a Community and become more energy conscious.

Councilmember Piekarski Krech referenced decreased energy burden for under-resourced households and asked what is considered an under-resourced and high energy burden household. Ms. Bayer responded energy burden is defined as a percentage of your household income being spent on energy costs. It is considered energy burdened or high energy burdened if spending 5% or more of your income on energy costs. She stated under-resourced identifies and defines households that may be under-resourced in different ways, be it financially, access to materials, or communications. This targets those households to make sure they can access resources. Jamie Johnson stated it was a priority to ensure the Plan reaches all of the Community, especially those who may not have as much access to resources.

Councilmember Piekarski Krech asked for more information about SolSmart. Environmental Specialist Sutherland responded they are currently not a part of the SolSmart Program. The Work Plan identifies considering SolSmart. The program provides assistance to City Planning Staff to review sections of the City Code dealing with energy or site requirements. Neighboring City, South St. Paul, has become a part of the program.

Councilmember Dietrich thanked Environmental Specialist Sutherland for being proactive and for the details and work that all have put into the packet.

Mayor Bartholomew asked Council if they were ready to have this come before them at the next City Council meeting. This includes the Energy Action Plan, Resolution, and MOU for approval. All Councilmembers were in approval. He listed the following checklist when it comes down for approval:

- Legal review of the MOU
- Affirmation of the effect to the budget
- Affirm there is no additional burden to Staff

Environmental Specialist Sutherland responded she would include the checklist of items and bring it to the Consent Agenda for the meeting on March 8th.

2) Fire Department Response Study:

Fire Chief Judy Thill discussed the potential for a Staffing/Service Delivery Study for Council determination. Follows are items to be discussed:

- Need for the study
- Potential scope

- How we find a Consultant
- Timeframe
- Cost
- Interest in pursuing

Need for Study:

- Calls and training requirements continue to increase, the number of Paid on Call (POC) Firefighters continues to decrease.
- Recruitment and Retention issues are a Nation-wide crisis.
- Changes were made to the structure over the years to try to make it easier to POC Firefighters.
 - Had POC Firefighters doing Administrative work.
 - Company Inspection Program (this became to be too much).
 - Investigation Team (also too much).
 - Still use POC for Training and Company Officer Program.
 - Tried to make it easier with the Duty Crew:
 - Have vacation and leave time. Many other POC Fire Departments do not have this.
 - Restructure training to do more online or during shifts.
 - Lower requirements hour-wise for Duty Crew participation.
 - Tried to ease into adding full time Staff to Administration and Operations.
 - Continue trying to supplement full time jobs with POC Staff as much as possible.
- Trouble staffing the Duty Crew. Especially early weekdays, weekends, over the summer, and holiday weekends.
- Use full time Administrative Staff to fill in gaps. Not a good use of their time, cannot get regular jobs done.
- Applied for the SAFER Grant to pay for wages and benefits that would cover a second Duty Crew. Hope to hear back about the Grant in August or September.
- Attitude toward volunteering has changed.
 - Fewer people are willing to volunteer.
 - Work 40 plus hours, per week, plus family activities
 - Add in requirements for calls, trainings, or activities
 - Both parents' work.
 - More transient population (not staying in one place).
 - Volunteer Firefighters aging out, younger ones not as interested. (Average age is older, rather than younger).
 - Training requirements have increased considerably.
 - Number and different types of risks have increased:
 - Cancer, cardiac, mental health, COVID, other general risks.
 - Calls will continue to increase.
 - Growth in both residential and commercial buildings.
 - Population will continue to grow and age.
- No magic bullet to address recruitment and retention issues.
- Authorized to 60 Firefighters. Have 52 active.
 - 11 of those were just hired and are in training.
 - Covering present Duty Crew with 41 when needing close to 60 to fill all shifts.

- Constant hiring and training.
 - Study can look at turnover costs.
- Unexperienced Staff due to turnover. At the end of 2020:
 - 40% of their Firefighters had 19 months or less with the City.
 - 15% had only 27 months or less.
 - Leaves 55% of Firefighters with less than three years' experience
 - While Firefighters train hard, three years working as Paid on Call does not build up a lot of experience.
- Experienced Staff:
 - 9 will have at least 20 years. Lost one, one is talking about leaving. Some are talking of retiring because they are fully vested.
 - 5 will have 10 or more years this year (partially vested).
 - If those 14 would retire next year and are replaced with new recruits, that leaves 82% of the City Firefighters with less than four years of experience. Doing everything to keep them.

Type of Study Proposed:

- Standards of Response Coverage. Used by most Consultants as an outline for reports.
- Considered a "basic" study to look at Department history, present response, demographics.
- Commission on Fire Accreditation International (CFAI) defines "Standards of Response Coverage".
- The CFAI methodology has 9 points of assessment. Based on nationally recognized guidelines and criteria.
 - Component 1: Looks at overall Community, population, demographics, financial resources, and current service delivery infrastructure.
 - Component 2: Looks at summary of services provided. Reviews and evaluates calls, staffing for operations and administration. Looks at Department performance goals, objectives, and measures.
 - Component 3: Looks at inter/intra-jurisdictional response partners. Mutual aid, EMS, and others. How they interact together.
 - Component 4: Looks at the Community risk, growth projections, and land use zoning classifications. What can be expected from the Comprehensive Study, and how response may be going forward. Looks at the fire protection by risk and workload of Department based on those risks.
 - Component 5: Looks at history and how it affects performance and service level. Looks at the current facility and apparatus and how they respond out of those. Company and Staff distribution. Concurrent calls and impact on response.
 - Component 6: Performance objectives and measures, will make recommendations for their Department to improve on. Goals and objectives, look at distribution, expectation, and measures for the Community and what the Community might want from the Department.
 - Component 7: Compliance Methodology. Work with the management team and any Councilmembers to look at the ability to continue future performance. Measure's performance going forward. It is not a one and done study. Tools are given.

- Component 8: Conclusion, recommendations, different things they would be providing. Long range strategy recommendations and options. They will look at the best level of service at the most efficient cost.
- Component 9: Final report that would go to the Fire Department and City Council Members. They can also come in and give a presentation.

Finding a Consultant/Timeframe needed:

- Two ways to determine a Consultant:
 1. Request for Proposal (RFP)
 2. Request for Qualifications (RFQ)
- In both situations they would have a panel made up of five Department Personnel and Council Members to review proposals and interview Consultants.
- Timeframe would be 5-6 months from time Contract is signed.
 - After issuing RFP or RFQ and determining Consultant.

Difference between Request for Proposal and Request for Qualifications:

Request for Proposal (RFP):

- When having clear cut needs and ready to make a final decision.
- Need to offer a very detailed scope of services being looked for.
- Vendor provides qualifications.
- Process would be to interview Vendors, rate them based on answers and proposals submitted. Takes less time at the end.
- Concerns: More time is needed at the front end to develop the detailed scope.
- When reading proposals or interviewing Consultants, may get vague answers that sound good, but may cost more money down the road.

Request for Qualifications (RFQ):

- When qualifications may not be known or how to express specific needs.
- Still provide a detailed scope for a focus.
- Less time needed in developing the scope at the front end.
- Process is to interview Vendors and rate them based on qualifications.
- Start looking at them as a "fit".
- Choose one Vendor to jointly develop the exact scope and bring a specific cost back to the Council.
- Pull out specific items to reduce costs of the proposal.
- Also has add-in phases for specific items (Options).
- Select 2-3 based on interviews, then go out for RFP after interviews.
- Concerns would be more time on the back end before signing a Contract.

Cost:

- Based on recent studies done by various Consultants in Minnesota:
 - Approximately \$50,000 to \$60,000 depending on scope. (just for the basic, options can be added or taken out as needed).

Next Steps:

- Determine:
 - If Council wants to move forward with a Study.
 - Challenges would be cost and the timeframe. Would be end of year by the time they the final report.

- Pluses: Having a 3rd party independent company to evaluate.
- City Council would need to determine scope of the study.
 - Is the Standards of Response Coverage the basic study?
- If wanting an RFP or RFQ.

Fire Chief Thill stated if wanting to do the study, she would develop a scope for RFP or RFQ and bring back to the Council to approve advertising. She would work with the Finance Director to determine possible funding options. She asked the Council if they had an interest in doing the study.

Mayor Bartholomew stated he did not have complete clarity between the RFP and RFQ but agreed with the need for study. He was unsure which one.

Councilmember Gliva asked about the possibility of being awarded the SAFER Grant and if it would have any bearing on this study. Fire Chief Thill responded no, if not receiving the Grant, the only way they would have a bearing would be if applying next year. This year the Grant would be known in August or September, this report would not be available after that. Councilmember Gliva asked if it made sense to do this after August. Fire Chief Thill responded the Grant is already in process. She responded they requested nine with the SAFER Grant, the question would be what they would do with the nine. Without knowing the results of the Grant, it could be asked what adding nine full time people would do to help out.

Councilmember Piekarski Krech stated if having an evaluation done, she prefers it be independent and more of a management study looking at fire operations. Someone who is not related to the field but brings in experts from different areas. She was unsure what type of group could do that. Fire Chief Thill responded she did not know too many people on the outside that have experience with the Paid-on Call Fire Department or would give much for the time they give. She stated trying to explain how this Department operates is unique. She stated the RFP or RFQ goes out and then sees who submits. Typically, it is Fire Service or others that have done other forms of management. She stated she could look into the types of Consultants and see what is out there. If putting out an RFP or RFQ, you look at the types of studies they have done, and whether they have done more than just Fire Department studies, such as other Departments. Councilmember Piekarski Krech suggested discussing with the Interim City Administrator and Human Relations Manager, they did a wonderful job getting RFP's.

Councilmember Dietrich asked which was the best fit, RFP or RFQ, for the Department. Fire Chief Thill responded her main concern with an RFP, is if they are not detailed enough, everyone bids on it, comes back at \$50,000 and something is missed or were not specific enough, there would be an added cost. With an RFQ, you get the information and then go out to the RFP to the two chosen based off the RFQ. With an RFQ there is a better idea of what the scope of operations would be to have an RFP.

Mayor Bartholomew stated it seems the route spoken of would be an RFQ before an RFP. The RFQ is written by the Fire Chief and Staff and will set guidelines for a future RFP. Fire Chief Thill assumes in the RFQ they could narrow it down to a specific number and invite the finalist to submit for an RFP. He stated he did not see the logic with the RFQ and asked if it has been used in the City. Fire Chief Thill responded she was not aware of one. She stated Bloomington and Lakeville have done them recently. Mayor Bartholomew asked if the RFQ asks what the deficiencies and needs are and what would get them to their goals. Fire Chief Thill responded the way it was explained to her is that you do not get as

detailed in the scope, you do not need every detailed bullet. If something is forgotten, it can be added later.

Interim City Administrator Rand stated she has used both RFQ's and RFP's. An RFQ is done when it is not exactly known what is needed but want to identify professionals that can guide and suggest what may be needed. After dialog, written materials are submitted and then compiled an RFP. Other Cities have used this, it would be constructive to learn from those studies. Other Staff, like herself and the Finance Director, would be very interested in the process and how it plays out. She recommends Council move forward the sooner the better to guide in decision making when it comes to the SAFER Grant.

Mayor Bartholomew stated to clarify, an RFQ is presented to analyze. A statement is made, with what the Department does, what the capacity is, goals, and what they attain. Fire Chief Thill responded the RFQ's she has seen for Bloomington and Lakeville, have a basic scope of services to look at. It is not as defined as an RFP would be. Part of the RFQ is to put in what the Department believes they need.

Councilmember Dietrich asked if Bloomington and Lakeville's RFQ's were available for view. She asked where they were in their process. Fire Chief Thill responded Bloomington is done, Lakeville just put their RFQ out. She stated she could email Bloomington's to the Council. She said several companies have done this in Minnesota and could send some of them to the Council. Bloomington's cost was \$80,000. One of the things that added to their cost was having six Fire Stations and looking at moving some and were.

Mayor Bartholomew stated Staff's consensus seems to be the RFQ and asked if Council was in agreement. The Council agreed to get started on an RFQ and have it brought back to Council. Fire Chief Thill stated if Council does not like it, they could move to an RFP. She will put together a scope along with Staff.

Councilmember Gliva asked about the budget for this and when it would come back to Council. Fire Chief Thill responded she would work on where the financing might come from. Options will be presented to Council.

3) Review Draft Feasibility Study for Water Level Management on Basin IGT-B-3 (CPN 2021-06):

City Engineer Tom Kaldunski presented the review Draft Feasibility Study as follows:

Outline:

- Project background
- Existing conditions evaluation
- Alternative's evaluation
- Potential financing
- Recommendations/Next steps

Project Background:

- Contributing Area
 - Basin located between 87th on the north, 89th Street on the south.

- 22 acres contribute to runoff (27 parcels). Some are private lots some are road and County right of ways and City outlots.
- Historic Water Elevations
 - Basin was mostly dry in 2010
 - Historically wet period occurred between 2014 and 2019
 - Basin was completely inundated during 2019 and 2020
- Historic Rainfall and Water Elevations
 - Studied from 1935 to 1920
 - Estimates from 2014 show it has gone up significantly in the area
- Management Elevations
 - Normal water level 892.2
 - Ordinary high water 893.0
 - 100-year high water 894.2
- Highest Recorded Elevation (2020)
 - 5 plus inches of rain fell on June 29th, 2020
 - Highest recorded elevation of 896.5 occurred on June 30th
 - Temporary pumping began on July 17th and ended July 23rd
- City Response to Resident Concerns
 - Temporary pumping to lower water from 896.3 to 893.0 (July 17 to 23)
 - Hydrologic Study to determine potential causes of recent persistently high water
 - Feasibility Study would evaluate potential future actions addressing resident concerns

Alternatives Evaluation

- Seven alternatives were reached. One dropped early in the process leaving six
- Six alternatives were simulated using 40 years of historical rainfall records
- Benefits were quantified based on several criteria including:
 - Average water elevation
 - Duration of water elevations above 100-year HWL (High Water Level)
 - Average inundated area (water surface area)
- Costs were estimated based on recent similar projects

Alternative 1 – Re-grade Rainwater Garden

- Intended to excavate a pond.
- Look at building a bigger pond.

Alternative 2 – Divert Runoff to IGT-A-5

- Resulted in putting in a pond. From the pond they would expand down to the northern area where there is an existing waterbody and lake.

Alternative 3 – Gravity Outlet to IGH-B-2

- Existing basin west of the basin they have been studying
- Would have been installation of a pipe from the larger basin to a smaller basin. *This does not seem like a good alternative as it affects down-stream properties*

Alternatives 4, 5, 6 – Outlet to DP-66

- Results in various methods of getting water from IGT-B-3 following the alignment along Concord Boulevard and over to pond DP-66. Some are gravity, some pumped with forcemains, or permanent installation of pumps.

Costs and Benefits: Cost Estimates:

Alternative 1: \$65,000

Alternative 2: \$459,000

Alternative 3: \$230,000

Alternative 4: \$545,000

Alternative 5: \$488,000

Alternative 6: \$33,000

Construction Financing Options:

- A Financing Plan should be prepared prior to implementing any alternative
- During 2020 there were other landlocked basins in the City with water level issues
- Choices made for this basin could establish precedent for future actions
- Special Assessment
 - Funded by collections from benefited properties
 - Must provide at least 20% of funding if bonding is also used
- Stormwater Utility
 - Funded by collections from all City properties
 - Typically used for maintenance, not new infrastructure
- Watershed Management Tax District
 - Funded by collections from a defined watershed
 - No minimum assessment

Recommendation:

- Delay action until the City-wide Landlocked Basin Water Level Management Policy can be reviewed and updated, if necessary.
 - City Staff have started the Policy review process
 - The IGT-B-3 water level dropped by over a foot to 891.8 feet between August and December. Due to below normal rainfall
 - Snowfall is below normal through the end of February

City Engineer Kaldunski stated one thing identified in the feasibility study was that there may be a possibility of working with the DNR to put in a new storm sewer or potentially pumping at 1.5 feet below the ordinary high-water mark. There are some processes available at the DNR that would lower the ordinary high water mark water elevation going to the west 1.5 feet. This would not cost any more than matching the ordinary high-water mark.

Greg Fransen, Barr Engineering, introduced himself and stood by for questions.

Councilmember Piekarski Krech asked what the implications were. If redoing the inland water study/policy, she asked how long that would take, what the results would do, and what the rationale was. City Engineer Kaldunski responded the gravity pipe going west is the option they like best. One step they are requesting Council guidance on is discussion with the DNR to give a Permit to go 1.5 lower than the high-water mark. He responded about the timing of the policy stating they have begun. Mr. Fransen responded a review has been done with existing City Policies on landlocked basins and doing comparisons with surrounding Cities with similar landlocked areas. A memo was provided to City Staff for review. Comments would be received and incorporated into a revised memo. He stated the next step would be to do a City Council Work Session to discuss a City-wide Policy on how to manage these types of basins and provide guidance with IGT-B-3.

Councilmember Piekarski Krech referenced Alternative 3 asking why that solves the problem. It goes from one small pond to another, but there is still the big lake. She asked how that drains the big lake, she asked if there was water infiltrating underground. City Engineer Kaldunski responded an error was made, Alternative 4 is the one they are interested in.

Mayor Bartholomew asked what Work Session this would be brought back for. Mr. Fransen believed they could be ready for the Work Session in April. Mayor Bartholomew asked if information from the DNR and the stormwater would be received. Mr. Fransen responded he could follow up with the DNR.

Mayor Bartholomew stated several emails were received that should be taken into the record. City Clerk Kiernan stated she has one email from Danielle Lemay. He stated there is the one email that they would like to put on record.

4) Bee Elite Gymnastics Lease:

Interim City Administrator Heather Rand stated this is about the space within the Veteran's Memorial Community Center. Since 2006 the space has been occupied by Bee Elite Gymnastics. The City did not have a lease with the Vendor but did have a verbal Agreement. For many years Staff/City Attorney have been in discussion with the business to try to secure a lease. It has not taken place.

She stated revenues have decreased significantly enough to look into reprogramming the space. In 2009 to 2012 revenues ran from \$14,000 to \$15,000 a year, back to the City. This was 20% gross revenue the City received for the space, utilities, cleanup, and some advertising. In 2016 through 2019 revenues ranged between \$4,600 to \$9,500 with an average of \$7,100. She stated something is going on with the programming. In the meantime, City Staff knows there are other needs and can serve more residents with that space and would like the opportunity. This was brought to Council for approval to make the change. She stated Bee Elite has equipment in the facility and suggests providing a 90-day written notice to vacate.

Some programming options that would generate revenue would be:

- Additional space for the Kids Rock program this summer. Youth have not been served to the extent liked during the Pandemic. It would be nice to offer additional activities to the Day Camp. With limited space at the Community Center, if making this change, they predict generating between \$20,000 to \$30,000 just this summer. She stated Council has also asked that Park and Recreation try to generate 86% of its operational costs be covered by its revenue. That is what Staff is trying to do here, and to provide services needed by the Community.
- In the future it could be a multi-use room for: Silver Sneakers, Yoga and Boot Camps.

She stated Staff's recommendation is to provide a 90-day notice to Bee Elite to find other space to operate.

Interim City Administrator Rand stated the Interim Parks and Recreation Director Jon Oyanagi is in attendance and could give more information.

Interim Parks and Recreation Director Jon Oyanagi thanked the Council for the opportunity to serve as the Interim Parks and Recreation Director. This is an issue of highest and best use for the space. It is a short-term and long-term solution. It is time sensitive to know the future of the space to be able to do necessary planning to fill the space over the summer, especially for the Kids Rock Program. There are

other programming needs, prior to COVID. Programming opportunities can be provided for all ages and can also move a program into the space to free up other space for programming and private rentals. This is a great opportunity to maximize the use of the Community Center.

Mayor Bartholomew stated he was trying to connect the issue of COVID, increase need for space, and the Kids Rock Program. He asked how COVID-19 is responsible for the need for a bigger footprint for the Kids Rock Program. Interim Parks and Recreation Director Oyanagi responded the National Guard Armory is typically one of the sites where Kids Rocks happens, in the gym and Community rooms. Those are not available due to COVID Testing taking place, projecting into the summer. It leaves one small Community room. Instead of serving 100 kids, they would be down to 23 kids in one space.

Mayor Bartholomew asked if the space under discussion would allow for all of Kids Rock or be limited. Interim Parks and Recreation Director Oyanagi responded if receiving the additional space, it would be 1/3 of what it typically would. Mayor Bartholomew asked about the revenue generated and if that was full participation or a smaller COVID population. Interim Parks and Recreation Director Oyanagi responded it anticipates reduced participation.

Interim City Administrator Rand referenced a page in the packets stating, "In non-Pandemic years the Kids Rock program typically has three home room classrooms with an average daily attendance of 30". She stated the revised program, due to COVID and the need for the National Guard to continue using the current spaces, they believe it could be offered to 23 students per classroom, for a total of 46 participants during COVID. Off of the 46, its estimated revenue would be \$20,000 to \$30,000 for the summer.

Mayor Bartholomew asked for a recap of the Kids Rock Program. Recreation Superintendent Julie Dorshak responded the Kids Rock Program was established in 2006 for youth ages 5-12. In the past the program was offered in three spaces, a Community room and two classrooms in the Armory. She stated there were 115 participants in 2019, 107 the year before. The program operates from 6:00 a.m. to 6:00 p.m. Kids have the opportunity to participate in using the gym, turf, open swim, and open skating. There is a variety of arts and crafts, games, and use the playground outside. In the past the grassy area that is now a solar field was used but will determine a new place for kids to play outside.

She stated the program begins the Monday after school lets out and continues to August 28th. There are 30 kids per classroom in by age classrooms. This year would be more challenging with COVID but make sure to adhere to guidelines. Kids can also be put into pods depending on the activity. To note, in 2019, 96/115 lived in the City of Inver Grove Heights.

Councilmember Dietrich thanked Interim Parks and Recreation Director Oyanagi for attending and for filling the Interim position. She asked what Staffing would look like with the decreased numbers anticipated in the program. Recreation Superintendent Dorshak responded in the past they had one leader, an assistant, and floaters. The floaters helped take kids back and forth to swimming lessons, other activities, and the restrooms. Staffing has not been determined yet, but plan on hiring a paid Intern this summer rather than hiring a Kids Rock Coordinator. She stated they are being mindful of budget challenges and being conservative while still having a quality program.

Councilmember Dietrich requested hard numbers. Recreation Superintendent Dorshak responded they are trying to determine how many spaces they have, there is typically a 10:1 ratio of kids to teachers. Depending on how many are in the classroom, if having 23 kids, they would have two Staff. They can only have pods of 25 when having different activities. She stated the Intern and Recreation Coordinator would oversee the whole program. There is other classroom space that would have similar staffing set up. Substitutes and additional Staffing would be needed. She stated the hours would be too long for Staff and would need some part-time workers. Staffing costs would be \$10,000 to \$12,000. Revenues would range depending on price point and the program. She stated they were unsure of the price for Kids Rock as the space would be much different and there is not access to the gym. She commented the space under discussion is an old handball/racquetball court and would need to be made more inviting. Staff believes it would be a revenue producing program and would make it fun and exciting for the kids.

Councilmember Gliva referenced the net revenue of \$20,000 to \$30,000 and asked if that was two spaces or one. Interim Parks and Recreation Director Oyanagi responded two spaces. Interim City Administrator responded for the Bee Elite space the revenue could be \$15,000. That is for the three months of the summer. They are hopeful to have other planning for the rest of the year.

Mayor Bartholomew asked if the revenue was net revenue. Recreation Superintendent Dorshak responded Kids Rock for the 2020 Brochure, anticipated an enrollment fee of \$75.00 per student. For five days per week participants pay \$177.00 per week. For three to four days a week, participants pay \$147.00 per week. She calculated the \$150.00x46 participants for eight weeks and came to approximately \$52,000 in revenue. She stated they are unsure what will happen due to COVID. The numbers could be greater than that. She stated in 2019 the program made a net of \$98,000. The program is very financially successful and highly regarded. Staff has received calls from families asking if the program will continue, Staff hopes to continue to have the program.

Mayor Bartholomew stated one email has been received and asked to put it into the record.

Tomas Settel, 3417 78th Street East, Bee Elite Gymnastics, stated the numbers being described were skewed. When he came in 2006, he was approached by the Parks and Recreation Department to begin a gymnastics program in the space. He stated the Fire Marshal Code for the space is 36 people. Under the Executive Order only nine people, one instructor and eight students, could be in the space.

He addressed the revenue, stating prior to COVID he was paying what the average space would cost. In the beginning, although revenue was higher, it was not standard rates. Numbers decreased due to the recession. Pre-COVID they had about 50 kids in attendance weekly. It has been successful with incredible athletes coming out of the program. In the time he has been here, 50% of his occupancy is minority who enjoy the program. He mentioned one athlete who came out of the Level 8 program who entered the Simley High School Dive Team and broke records. He stated there were a lot of other things he has done for the City. He has gifted a lot of his own funds as Scholarship money to the Community.

He stated if the Governor says they can have 50% occupancy, he would be back to normal. His revenues could come up rapidly. He has been receiving calls asking about the program and has been

easing back into things. He stated Ms. Rand has not been involved in Contract negotiations, this was put on hold due to the Election, new Council coming in, and outgoing/incoming Staff. He stated this is the first time he has been able to speak with Staff in person.

Mr. Settel recommended the Council not do what Staff asks. The Staff has not been on for long and he has been here since 2006. He stated the dollar amount has not come up, or a formal inquiry to raise the cost to renegotiate terms in regard to finances. While Staff speaks of opening up other opportunities, they do not realize they are closing down an opportunity. He stated not one of them have come into the space and toured it with him. He respectfully requests the City Council look at the facility, watches a class, and sees what is done and offered to the City. It would be a travesty if the gym is closed down, they are very passionate and bring a lot of value to the City. He requests opening up new negotiations with his Attorney and the new Staff that would be fair and mutual for the City.

He asked if Kids Rock was during the day. Most of his classes begin at 5:00 p.m. He felt it was not wise to get rid of a program that has been around for so long. If Kids Rock is before 5:00 he stated he would not have a problem sharing the space and would work the City. He stated he has insurance on the space, the City is listed as an additional insured.

Councilmember Piekarski Krech referenced a memo received stating she had questions about the space not being cleaned up and fire issues. Mr. Settel responded that he believed outgoing Staff was targeting him and trying to use smear tactics. He stated Eric Carlson had a fire inspection last January and did not tell him about it until July. He stated Councilmember Dietrich, Kevin Sethre, and his Attorney were in the space when Mr. Carlson described and brought it to his attention. He spoke with the Inspector last week, there are very simple things that need to be taken care of. Had he been allowed the opportunity and notified, it would have been resolved awhile ago. For seven months he was not told. He stated there is an HDMI Cable coming down a pillar, the Inspector wanted that taped onto a locker. Councilmember Piekarski Krech asked if that had been done. Mr. Settel responded he was told to have it done within 45 days. He stated there are items under the trampolines for office storage, he was told to remove them. There was also a chair the Inspector did not want by the door. Those were the three small issues.

He stated open communication is important instead of putting things in a document or targeting a program. He respects Staff trying to generate revenue but hope they are willing to talk about the program at a deeper level. Councilmember Piekarski Krech asked why there could only be eight people in the space. Mr. Settel responded the Executive Order states 25% capacity, space is rated for 36, that leaves one Instructor and eight kids as the maximum for the space. There cannot be more than nine or they would be fined by the State.

Councilmember Piekarski Krech stated Kids Rock is a licensed childcare facility, she believed the ratios would be different. Recreation Superintendent Dorshak responded the Kids Rock program is not a childcare program, it is a Kids Camp. The numbers given by Mr. Settel are for an exercise program. The occupancy load is calculated in a different way. For example: 15 square feet for table and chair seating. Chairs only would be smaller. 15 square feet gives an occupancy of 128 people. Divided by 25%, the number would be 32. She stated they could have 32 kids/people, max, in that space in the summer.

Councilmember Dietrich referenced the Kids Rock Program ending at 6:00 p.m., and the Gymnastic Program is held primarily evenings, she asked if there has been any collaboration. Recreation Superintendent Dorshak responded she was unsure how that would work given the number of mats and trampolines in the space. The space would have to be cleaned out in order to have tables.

Mr. Settel stated when coming into the Veterans Memorial Community Center over the last number of years it is rare to see all the rooms being occupied as well as the gymnasium. Those spaces are not being used and requests the Council do a study on the usages. He does not believe they are being used as much as they say. If the gymnasium is unusable, his understanding was if the Executive Order is lifted, that space would become available again. Staff is pending a lot on not knowing. He stated if the Executive Orders lift, and they would kick out something that has a reputation and has been doing great all this time, it was like kicking someone when they are down. His numbers were doing well and growing prior to COVID. He asked for the opportunity to service the Community and collaboratively work together. He asked Council to deny Staff's request and allow children that like to do gymnastics.

Councilmember Gliva asked when programming would be out. Recreation Superintendent Dorshak responded they are in the middle of putting together the summer brochure. They hope to launch it April 1st. By the end of next week, they need to know exactly what they are coordinating and offering to the Community.

Councilmember Dietrich asked if it was still printed or online. Recreation Superintendent Dorshak responded they would do a digital launch and a smaller mail flyer to direct people to the website. With the Pandemic it has been working well to have a digital format on the website.

City Attorney Bridget McCauley Nason stated the question asked may have to do with timing in respect to the summer programming. If that is the question, the current lease is a verbal lease, there is no written lease with termination provisions. She stated if the City wanted to terminate that lease, they would provide 90 days, or three months' notice, of the termination of that lease. If providing three months' notice, that will push the decision-making process up if the Council intends to use the space at the start of Kids Rock programming. Her advice to Council is if the intent is to terminate the existing verbal lease, to provide three months' notice of the termination date. For example, if Kids Rock starts June 10th, notice on or before March 10th.

Mr. Settel stated when he was speaking with Eric Carlson, they discovered part of the reason why the City did not establish a written Contract was because the City had a subsidy by the Federal Government. They had him in that position with a verbal agreement because of that. Once that was paid off, that's when things began to change. He stated he was used as a great way to produce revenue for the City and fit into the bill of what was needed. Now when he is down, it feels like he is being kicked in the teeth.

Councilmember Piekarski Krech stated if not using that space, there are other spaces he could go into, it is not terminating the program. Mr. Settel responded this would destroy his gym and shut him down. His space requires high ceilings, Kids Rock does not. Trampolines need high clearances. Trying to find a warehouse with the space like that is too cost prohibitive. He would need to find new marketing and

clients in a COVID environment. Councilmember Piekarski Krech stated the City is subsidizing his private business. Mr. Settel responded no, he was paying full fair rate until COVID happened, the City was getting a good deal.

Mayor Bartholomew asked if there was any other space that could be beneficial to high ceilings. Interim City Administrator Rand stated there is still an issue with the ongoing lease and an underperforming program. Recreation Superintendent Dorshak responded she was unaware of any other location. They had even explored using the team locker rooms at the arenas.

Mayor Bartholomew stated Staff's request is to terminate with a 90 Day notice. He asked Interim City Administrator Rand to put it on a Council Meeting Agenda. Interim City Administrator Rand responded that would mean issuing a formal letter with the 90 Day notice. The March 8th Meeting would put them just under the begin date of June 10th.

City Attorney McCauley Nason stated there are three options for the Council:

1. Do nothing. Space would continue to be used as it is under existing verbal Lease Agreement. From a Legal standpoint this option is not recommended. If the Council wants to lease the space, they should enter into a legally binding Lease Agreement that covers the City liability.
2. Direct Staff to engage in further negotiations with Mr. Settel and his Attorney. Timelines and parameters are beneficial. A Draft Lease was provided in August 2020 based off Market Rate. She stated Eric Carlson had reached out to Dave Langer in July to obtain information about Market Rate rent for the space. The recommendation from Broker #1 was \$2,000 to \$3,000 per month, recommendation from Broker #2 was \$8.00 to \$12.00 per square foot to be \$19,000 a year or \$1,700 a month. She stated Mr. Settel also had information about a different rent structure for some several months. Direction and parameters are needed to bring this back if there is not any movement on the Lease.
3. Terminate the Lease. Technically it is a Tenancy at Will, because there is no written Lease. Her recommendation is to comply with Statutes, Chapter 504B which requires notice be provided to a tenant with a Tenancy at Will, minimum of the interval between rent payments. She stated it was unclear if they were monthly rent payments, quarterly, annually, or three months. She recommends three months. This would be a written notice of termination of Lease, need Council approval and sent from the City. It would need to go through formal approval on an Agenda.

Mayor Bartholomew believes it is in their best interest, in a business decision, to terminate the Lease and use the area for the best use possible.

Councilmember Murphy stated the VMCC has lost on average \$775,000 a year for the last five years. Previous Councils have established a goal of covering 86% of the cost, operating and capital. He questioned working toward covering 100% of the cost. He stated any decision made heading in that direction; he would be fully supportive of. Mayor Bartholomew responded it has been the Council's policy that the VMCC pays for 86% out of revenue. They have done a very good job. Capital Improvement is paid by taxpayer. The Policy has been that this is a jewel, asset to the City, the City recognizes the cost is there, and the majority of the cost is carried by proceeds generated from programming. Councilmember Murphy stated he was not criticizing but believes there is the ability to

generate 100% and should move in that direction. Mayor Bartholomew stated when he came on the Golf Course was not performing at all and was able to turn it around and be profitable.

Mayor Bartholomew stated he would like to terminate the Lease. Councilmember Piekarski Krech stated she would be in favor of terminating the Lease. She was surprised there was not a Lease, and they were not being paid a market rate for the space. This is subsidizing a private business. Other businesses would love to have that kind of subsidy and deal. She does not believe they are putting him out of business, he needs to find another space. She responded about the Community Center paying for itself stating it is a service/amenity, there are extra costs, but the question is if it is a benefit to the Community. She stated they do not make any money off parks and spend money on them. She agreed it would be nice to have as little City money as possible going in, but it was a facility for the Community.

Councilmember Gliva stated she was having a hard time not trying to figure out if there is a solution. She asked if there were any classrooms Kids Rock could use in the Community Center. If making a choice to do something like this, she wants to make sure every option was vetted. Recreation Superintendent Dorshak responded there are three Community rooms in the VMCC:

- Community Room 1 is highly used for business to business, classroom space, defensive driving. Taking it away for a classroom use will not work, it could be done, but then they would be taking away other rental opportunities throughout the summer/year.
- The next Community Room is the Senior Center. Those activities will be back on April 1, if not sooner.
- Community Room 3 uses the space for Kids Rock and is used 100% for this purpose. This is a large program, art is put up, a lot of supplies, balls, and equipment, are stored in the space. It is not conducive to other activities. There is potential to put supplies away every day, but it creates a lot of challenges. It is limited to the different types of uses in the summer. She stated no matter what happens, they need something in writing going forward. She suggested that whoever uses the space, it be paid at market rate. They cannot subsidize anymore.

Mayor Bartholomew asked if they should bring a Resolution before Council on Monday to start/look for a new Contract or a Resolution to terminate. Two Councilmembers have stated they are ready to terminate. Councilmember Piekarski Krech responded the only problem she has with a Contract is they have allegedly been working on a Contract and nothing has been settled. She does not believe the current Occupant is happy with the amount the City needs to charge to have it be Market Rate. She was not looking to negotiate a Contract, but to be paid the rate the space was determined, or the City needs to be using it. She stated the City can generate more revenue in a summer than generating in the space over an entire year.

Councilmember Dietrich stated in July there was a kitchen space that was authorized to be turned into a storage facility for \$20,000. She asked what was happening in the space and if they were bringing in any revenue. Recreation Superintendent Dorshak responded the old concession area had refrigeration and venting. The room was very messy. Currently it is being used as storage for Aquatics, Guest Services, and Birthday Party space. It is well utilized and organized and was a helpful change to become more efficient. She stated if anyone would like to look at these spaces, she would be happy to give a tour to see how the space is used, what it is used for, and how it is programmed.

Councilmember Dietrich stated she was concerned about the price tag to renovate the space with no revenue being brought in. \$20,000 is either a lot of money, or it is not, it was not squaring up. Recreation Superintendent Dorshak responded sometimes they have to pay money to make money. The room was unusable, messy, and had become a place for clutter.

Mayor Bartholomew asked about having this discussion the following Monday, instead of this Monday so everyone can think about where they are at. Councilmember Piekarski Krech stated time is of the essence. Councilmember Murphy stated if putting it on the Agenda to terminate, if not terminating, they would have to put together a Lease.

City Attorney McCauley Nason stated if direction is to have a Resolution of Termination voted on and does not pass, a Motion could be made to reconvene negotiations and put a deadline for when the Council wants an update. For example: "Reconvene negotiations and bring a Draft Lease to the Council Work Session at the first Monday in April. Councilmember Murphy stated he did not see a problem with having this on Monday's Agenda.

Councilmember Bartholomew requested bringing the Resolution forward to terminate and proceeding from there.

Mr. Settel stated he has been trying to get Staff to paint the walls in his space but was never allowed. It would cost between \$12,000 to \$15,000 to paint. He referenced Recreation Superintendent Dorshak's comment about having to spend money to make money and stated he has been making the space work as a warehouse space. In speaking with a Real Estate Agent, the quote was for a finished office space, not warehouse space. He stated the space is approximately 1,800 square feet, it is not very big. He asked the Council to look at the cost of converting it with paint. He stated extending him out for a year would be appreciated, he would like more time than that, have something in writing, and do a sharing of space.

The City Council took a break at 8:54 p.m. Council was back in session at 8:59 p.m.

5) Selection of Professional Recruitment Service Firm Per RFP Process:

Interim City Administrator Rand stated there are three open positions, the City Administrator, Public Works Director, and the Parks and Recreation Director. All three currently have Interims, the positions still need to be filled as soon as possible. Some Cities have done this by hiring an Executive Recruitment Search Firm. She stated on January 26th, the Council authorized Staff to solicit proposals for Executive Recruitment Search services. Proposals were due on February 12th. Staff reached out to the Public Sector Search firms they were aware of, posted an RFP, and posted an ad with the League of Minnesota Cities (Organization in which other Cities partner).

She stated on February 12th they received six Executive Recruitment Search Firm proposals. When proposals come into a Government Entity the proposals remain private/nonpublic until the time the City Council selects one of them. She stated the proposer can be named by name, can discuss details, but cannot share the physical proposal with members of the public at this time. The six proposals received by the due date:

1. Baker Tilly US
2. DDA Human Resources; Gallagher Executive Search
3. Leadership Advisors
4. GovHR USA
5. Strategic Government Resources
6. Talent Solutions CLA

In the Drafted RFP, it states the Council is making a selection and would utilize about 10 different criteria:

- Responsiveness to the provisions and requirements of the RFP.
- Was the proposal thorough, clear.
- Did the Firm demonstrate the ability, capacity, and skillset required for this type of service?
- Did they demonstrate they could accomplish the work in a timeframe without delay or interference?
- Are they a Firm that appears to have: character, integrity, reputation, judgement, experience, and efficiency in the nature of the work?
- Quality of performance from previous contracts or services. Especially with municipalities in the State of Minnesota.
- Did they articulate an effective strategy for recruitment of a diverse and qualified candidate pool?
- Did they speak to their qualifications and experience?
- Did they provide a detailed cost analysis?
- Was there any reference to client satisfaction and successful Applicant retention guarantees?

She stated at a previous Council meeting, Council made it clear to Staff they did not want a recommendation. Staff did not make a recommendation. She stated she outlined a few factors found in the proposals to help guide Council. She worked with Human Resources Manager Janet Shefchik. They are willing to follow up if Council wishes to rank the proposals and come up with one favored. A Contract could be brought back for consideration on March 8th. Remote interviews could be lined up with a couple of the proposers, check references, and secure additional detailed information on the cost. She stated some of the Council asked if she was intending to be an Applicant for the City Administrator job, it is not her intent to apply. Due to that, there is no conflict, her interest is to assist in her role as Interim City Administrator and help Council move forward with the process to secure the best Candidate.

She stated in St. Louis County she coordinated their City Administrator, Human Service Director, and Planning and Economic Developer search. They found it was not only important to select the right search Firm, but to think about the Selection Committee. For example: The Committee could include 1-3 Council Members, a couple Community members, and/or Staff, or a Union Representative. With most Communities, they say it is bad form to undertake a City Administrator search at the same time as a Public Works Director and Parks and Recreation Director. Most Communities would want to hold the City Administrator accountable for their Department Heads performance. If there are a couple of openings, it is suggested to hire the City Administrator first and have them be part of the selection rather than having them begin at the same time.

Mayor Bartholomew commented about when they selected the Police Chief the search group brought forth a pool of candidates, the Committee brought that down to a pool of four or five. Then interviews took place in multiple rooms. When it was in front of Council, the group made the decision. Human Resources Manager Janet Shefchik responded there may have been a Community Meet and Greet too. She stated they have had experience with Baker Tilly twice.

Mayor Bartholomew stated that Councilmembers Piekarski Krech and Dietrich were on Council when the Police Chief was hired with the help of one of the Firms mentioned. He stated he would personally be comfortable with that Firm, or if Council would prefer two and rank them. Baker Tilly was the one he liked, price is where they need it, responsible, the head Officer was very skilled and itemized strengths and weakness of every Candidate.

Councilmember Piekarski Krech stated DDA was interesting to her, they were local. She was unsure of their fee, if that was the entire total, or if it was each one. She stated she would be happy with the one they used for the Police Chief; they did an excellent job. If wanting two, those two were the ones that stood out to her.

Councilmember Gliva stated she believed 20% was a solid fee and felt Talent Solutions should not be considered. If they had a good experience with Baker Tilly she would consider. Councilmember Piekarski Krech stated Baker Tilly was here twice, with the first Police Chief who left after one year, and then the second Police Chief. DDA would be her other option, they have a 24-month guarantee, and questioned what the \$50,000 buys. Councilmember Murphy stated Baker Tilly because of their track record and guarantee. He stated that DDA mentioned a "work personality index" he felt that critical to have the data for the hire. He assumes Baker Tilly offers it, but it is not listed. Mayor Bartholomew and Human Resources Director Shefchik both recalled Baker Tilly doing the work personality index in the past.

Mayor Bartholomew asked to get clarification for pricing. Interim City Administrator Rand responded she would look into DDA pricing and get back to Council. City Attorney McCauley Nason stated if there is not clear direction tonight as to which Firm, Staff could provide additional information. The Contract would be up for consideration at the meeting on March 22nd.

Full Council consensus at this time was support for Baker Tilly. Councilmember Murphy stated as long as they do the personality profile.

City Attorney McCauley Nason stated in the Baker Tilly information on Page 9 it references selected finalists completing a management and leadership style and strengths assessment "personality and behavioral analysis".

Mayor Bartholomew stated Council would go with Baker Tilly for Monday.

6) Meeting Management:

Interim City Administrator Rand stated there has been discussion about making meetings for the Council more efficient, effective, and more open for the public to participate. One of Council's directions was to conduct a Resident Survey. The Communications Department moved forward with conducting a Meeting Survey with information as follows:

Survey Goal:

- Poll Community regarding City meeting days and times with the goal of better accommodating Community members, Council, and Staff on increasing engagement and participation.

Survey Methodology:

- Asked for preferred day and time.
- Respondents were given four days to choose from: Monday, Tuesday, Wednesday, or Thursday.
- Timeframes were: 5:30, 6:00, 6:30, or 7:00 p.m.

Survey Distribution:

- Live on website on February 8 to present
- Emailed as a website newsflash to all residents who signed up for City emails (100 email addresses)
- Homepage newsflash item
- Posted on Facebook February 8th
- 1,000 people reached on Facebook with 85 engagements
- 3 likes, 2 comments, 2 shares (not a very robust response)

Messaging: Building Bridges within the Community

- 47 people responded
- Comments received: One comment was: "I know there are a lot of very unhappy people about your spending" and "no, should not be changing the times, when people are back in the office working, they would be driving home and picking up kids from school, activities. Making it earlier is not a good choice".

Response so far:

- When asked preferred time of day: 55% of people say keep it at the 7:00 p.m. start.
- When asked what day: 78% said to keep it on the same day, Monday's.

Recommendations based on survey results:

- Feel the public is getting fatigued with all the surveys. Council may want to think of something different or creative.

Other Relevant City Council Considerations:

- River Heights Chamber of Commerce stated they as a Board would appreciate keeping Public Comments at the front end, so they are encouraging to be transparent, and limit comments to three minutes.
- Town Square Television. Checked with management. Asked what moving the meeting would mean for them. They suggest if making a change giving them 60-90 days to reschedule. It is about Staffing, a lot who help with telecommunications workday jobs and come in later. They would work with the City if having enough notice. They believed 5:00 p.m. was a bit too early.
- Department Heads/City Staff were asked, and the consensus was to leave it at Monday night at 7:00 p.m. There was some interest in moving the regular City Council Meetings to Tuesday as most City Staff are busy on Monday's getting caught up on things after the weekend. With a Monday night Council meeting they want to be responsive to the Public and Council questions. This can be a bit tricky on a Monday.
- Legal Counsel responded they would accommodate what Council does.

Interim City Administrator Rand asked Council what they would like to do and suggests not doing it too quickly as schedules will have to be changed. She stated there was discussion about the information

and the format presented to Council. Staff is committed to working diligently to not provide too much information or detail. Discussions with Staff have been to try to keep it in an outline or memo format. There is currently a new format. If not providing enough information, she asked requested they call.

Councilmember Piekarski Krech asked if they would do the City-Wide survey again. Interim City Administrator Rand responded she has not had that conversation with Communications yet. She believes they have said that would be preferable. She stated many Cities have a survey once a year and try to promote it to generate enough interest. If Council wants to give that direction, she will bring it back to the Communications Staff. Councilmember Piekarski Krech stated if they do a survey this year, that would be the place to ask about meeting times and days. She stated she knows that Tuesdays are difficult for the NDC Board because they need enough Cable Casters and stations to broadcast the information.

Mayor Bartholomew stated he strongly likes having Public Comments at the end of the meeting. He has had three phone calls commenting it was the best thing ever done. It reduced the length of meetings. He stated he would like to keep Public Comments at the end and have three minutes be the rule.

Councilmember Gliva stated if keeping Public Comments at the end they could do an earlier meeting. She stated at the local issues meeting, they were commenting the meeting gets so long, with comments way at the end it did not seem as if they were serving the public very well. She suggested having an earlier meeting and keeping Public Comments at the end.

Councilmember Piekarski Krech stated another complaint she has heard with Public Comments being at the beginning, people were in attendance for an Agenda Item. Public Comments can get long and those there for a business item on the Agenda do not get the service they feel they should receive.

Mayor Bartholomew stated it has helped the meetings a lot to keep it at three minutes.

Councilmember Murphy stated keeping Public Comment at the end drives further Agendas. He stated he brought the meeting topic up and did some research. He did not feel the survey results were statistically significant based on a population of 35,000, comments are very important. He stated the feedback he received was for Tuesday's at 6:00. Tuesday was driven by the fact that Monday was busy for Staff. He felt Tuesday made a lot of sense and 6:00 was a good compromise. Work Sessions start at 6:00 giving consistency. He stated it is Residents first, Staff second, and Council third. He thought if the meetings were more efficient the public would still be here.

Councilmember Dietrich agreed with a start time of 6:00 p.m. and having Public Comment at the end.

Mayor Bartholomew suggested working toward a goal of Tuesday's at 6:00 p.m. Councilmember Piekarski Krech stated it would be an Ordinance change, and conflicts with Planning Commission. Interim City Administrator Rand stated the Planning Commission meets on the first and third Tuesdays of the month. Those are not the weeks scheduled for Regular meetings. Council would need to find a different day for Work Sessions.

Mayor Bartholomew asked if keeping Work Sessions to Mondays at 6:00 p.m. worked. Councilmember Gliva responded she liked having the meetings fall on the same day of the week. Councilmember Murphy liked the simpler schedule. Councilmember Gliva suggested asking the day change question in the survey.

Mayor Bartholomew asked if they should transition to a 6:00 start and eventually get to a Tuesday meeting. Interim City Administrator Rand clarified what Council was requesting stating to change the regularly scheduled City Council meeting start time to 6:00 p.m. via Ordinance and keeping them on Monday with the intent to try to get them to Tuesday.

Mayor Bartholomew asked what the likelihood was of getting them to a Tuesday meeting. They know they would have to switch the Planning Commission. Interim City Administrator Rand responded they should have a discussion with Planning Commissioners, they are volunteers. To date, Staff has not done that.

Councilmember Piekarski Krech stated they receive Council packets on Wednesdays. Council can email Staff by Friday or Saturday and they are not as pushed to respond before or on Monday.

Councilmember Murphy stated if doing Monday at 6:00 p.m. and having to rewrite that, he asked if changing the day of the meetings would also have to be rewritten. Mayor Bartholomew responded it would be Three Readings for either. Rules can be suspended; he was unsure of suspending rules for day change.

Mayor Bartholomew agreed with reaching out to the Planning Commission about a change. Interim City Administrator Rand responded she would have discussion with the Planning Commission and move toward an Ordinance change for Monday's at 6:00 p.m. Council agreed.

7) Telework Policy Discussion:

Interim City Administrator Rand stated with the Pandemic, many employees perform work from home. They are pleased with the productivity of many, there were a couple they had to work with. Remote working is not for every position, and not for everyone. Staff and management began to realize that Council should approve a Telework Policy for the Pandemic and going forward. She stated Telework has become more popular in the last 20 years. Sometimes it allows for certain limitations employees may have.

Staff reached out to other large employers who have such Policies and crafted and Drafted their own. The Draft was routed to management and Labor Unions for input. She stated everyone has signed off that this is an acceptable Policy. This Policy establishes guidelines for employees when it becomes an option, and the Manager/Supervisor feels comfortable with providing the opportunity to work in a Telework situation opposed to an office.

She stated they see teleworking as a Management decision, not for every employee, not a benefit, and not something an employee should expect. The Policy is dated March 2021. To note, in the definitions there are a few references to COVID-19. She stated she discussed this with the City Attorney and would like to eliminate the references to COVID-19, so this is a Policy to serve City needs now and in

the future. She recommends approval. If Council supports this it would be placed on the Consent Agenda for March 8th.

Human Resources Manager Shefchik stated there is a reference about families first referenced. That ended on December 31st. She suggested modifications to update it.

Councilmember Dietrich asked if the Commissioner's, Department Heads, residents, businesses, and Council would be offered to attend virtually. Interim City Administrator Rand responded the Policy was intended just for employees. More time would be needed to discuss the request about Council's and Commissions. Councilmember Dietrich stated she thought of that when they got the recent Interim Parks and Recreation Director and new Staff coming on board, it would be different not knowing them. She asked for more information about where it was headed. Interim City Administrator Rand responded the intent was as long as there is a Governor's Executive Order encouraging employees and the public to work from home, they are trying to accommodate. She stated she has encouraged Department Heads and other Staff to continue to participate remotely. The Parks and Recreation Board felt strongly they would like to meet in person. Council meetings are offering the Hybrid option where some can remote in. The Planning Commission prefers to meet remotely, but this may change. She stated members of the public with public meetings have the opportunity to remote/call in. This still offers the public a chance to stay engaged and be involved. When there is not a Pandemic, the intention would be to go back to public meetings.

Councilmember Piekarski Krech thought there was a legal reason they cannot meet remotely. Under the Governor's Executive Order, they currently can. City Attorney McCauley Nason responded if there was not an emergency, they could meet using interactive television technology. There is a separate Statute that would allow Council Members to participate remotely. She stated the Legislature adopted an Amendment to the Open Meeting Law last Legislative Session that states after the emergency is done for a specified period of time, if there is a medical reason, for themselves or a family member, and want to meet remotely, the house where they would attend the meeting from could not be open to the public.

Councilmember Piekarski Krech asked if this was a Policy so it does not have to go through Ordinance. Interim City Administrator Rand responded that was correct, it is just a Policy. Some HR Policies are part of City Code and some are not. Some Cities have done away with having HR Policies being Ordinances. Staff is working with the HR Department and Legal to make changes and pull Policies out of the Ordinance book.

Councilmember Murphy stated it has not been his experience outside of the City that this increases productivity but reduces customer service and decreases productivity. He asked if there were any statistics that state its more productive. Interim City Administrator Rand responded they do not have statistics, but discussion amongst Managers and Department Heads. Some areas it has increased, and in some it has not. That was why this would be a management decision and should not be taken lightly.

8) IGH Mutual Aid:

Police Chief Melissa Chiodo stated she intends to bring this before the City Council on March 8th. It is a Mutual Aid Agreement between the Inver Grove Heights Police Department and the St. Paul Police

Department. Legal has gone over it and made changes. It was initially drafted by the St. Paul Police Department. Currently, it is with the St. Paul Department for Legal review and hope to get it back to the City in the next few days with additional review by the City Attorney before presenting to Council.

She stated Mutual Aid Agreements are not new. Fire Departments use them all the time to assist each other. Such as when our Fire Department helps South Metro, or South Metro helps our Fire Department. That is called Mutual Aid. They do this with other Dakota County Agencies all the time when needed. This is formalizing an Agreement with St. Paul Police to assist in Emergencies. Inver Grove Heights assisted St. Paul in the civil unrest last year and is what led to this now. All Agencies within Dakota County assist with St. Paul. St. Paul realized they need help as well and offered to help our City. It was decided to have a Mutual Aid Agreement.

She stated if having an emergency, a fire, or do not have enough Police to do Traffic Control or take calls, they can call other Dakota County Agencies quickly, or call St. Paul who has a larger Department and can send resources to Inver Grove Heights. This could also be done in the event of a natural disaster, Officer involved shooting, or Community unrest. St. Paul is willing to help in the future if asked.

Police Chief Chiodo stated each Agency in Dakota County is doing a Mutual Aid Agreement with St. Paul. This includes: Apple Valley, Burnsville, Dakota County Sheriff, Eagan, Farmington, Rosemount, West St. Paul, and South St. Paul have either signed one or in the process. Signing this states "Either Agency can either verbally or writing, in times of emergency, make a request for Aid from their Department". After it is done verbally, it has to be followed up in writing within a certain time period. There would be a process through Command Staff as to who can make the request for an emergency and what type of emergency, they could make a request in. Covered in the request:

- Each Agency is still required to cover their own Workers Compensation. If one of the Officers was injured, the City would still take care of that with their own insurance.
- If damaging equipment when helping St. Paul, or St. Paul came to Inver Grove Heights and equipment is damaged, their City is still responsible for that.
- There are State Laws that discuss if something is a FEMA event and reimbursement. Costs would have to be tracked and submitted for reimbursements.

Limitations:

- If providing assistance to another City, resources can be withheld. For example, if St. Paul were to ask to assist them, they would only assist them with what they reasonably can.
 - There is a plan in place for how to work with them. If there was some other emergency that popped up, it does not mean they would leave Inver Grove Heights with nothing. They would only give what they can afford to give at the time.
 - Assistance can be pulled back at any time. For example: if assisting St. Paul and something happens in Dakota County, they can pull back and assist their home Agency Dakota County. This does not lock them in, they can assist when they can, then come back and take care of anything they have to in our County.
 - Withdraw. Can withdraw at any time by putting it in writing. The Department helped St. Paul last year and are training with them to prepare for civil unrest.
 - They are being done due to the entire Coalition of Agencies in the East Metro. Chief Axtell in St. Paul has been trying to get funding to pay for equipment and training to

prepare for civil unrest. Trying to secure funding to help take care of any Agencies in the East Metro Coalition with any future training or resource needs. Joining this Coalition states they are committed to taking care of Dakota County and St. Paul, and St. Paul would assist us. If Chief Axtell is able to secure funding, that would be distributed to Agencies that have signed on to the Mutual Aid for training and preparing for these events. She stated because they have seen some things occur in Dakota County, things have happened where there are limited resources, St. Paul can provide a larger resource pool.

She stated if entering into this Agreement it would become effective on March 8th when it is signed by the Council. It would go through December 31st, 2026 at which time it would be reviewed. South St. Paul has had an Agreement for over a year, West St. Paul has had an Agreement for over six years with no issues.

Police Chief Chiodo stated any time there are major events, Mutual Aid Agreements are signed onto. The City is being proactive with the civil unrest coming up and any other things that may come up for Law Enforcement. Once St. Paul is finished with their review it will come back to the City Attorney again, then the Council would be sent a full copy and could follow up with the Police Chief or City Attorney.

Councilmember Piekarski Krech asked if this just covers Police and if there were budget implications. Police Chief Chiodo responded it is Law Enforcement only. For budget, they do not know if something would be a FEMA Event, or if the State would Grant reimbursement. They are currently paying to put the Officers in training to prepare for civil unrest. Overtime was paid last year to respond to civil unrest in Dakota County. By signing this, there is not anything they would have to pay money for. When responding to civil unrest, it is going to cost money to help protect Dakota County and surrounding Agencies. If money becomes available, they can submit for reimbursement.

Mayor Bartholomew stated his concern is with the Officer Camera Policy and if rules were the same from City to City and who has jurisdiction over the camera data. For example, one of our Officers was in St. Paul, he asked whose rules would govern the camera information. Police Chief Chiodo responded Inver Grove Heights Officers still operate under their own Policy procedures. If our City Officers body camera records something, that is our data. St. Paul would make a formal data request to get the body camera. Some Agencies, if using the same platform, permission can be given to share for Legal reasons. With St. Paul, they would need to make a formal request for data. If an Inver Grove Heights Officer were to go to St. Paul, they would still follow our City Policy and Procedures.

B. Adjourn:

Motion by Gliva second by Dietrich to adjourn the meeting at 10:10 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 8, 2021 - 7:00 P.M. - 8150 BARBARA AVENUE**

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

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 8, 2021, via In Person and Zoom Video Conferencing (Hybrid Meeting). Mayor Bartholomew called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In Person: Mayor Bartholomew, Council Members: Dietrich, Piekarski Krech, Murphy, and Gliva; City Clerk Kiernan, Interim City Administrator/Community Development Director Rand, City Attorney McCauley Nason, Fire Chief Thill, and Interim Parks and Recreation Director Oyanagi.

Staff Present via Zoom Video Conferencing/Phone: Information Technology Manager Gade, Environmental Specialist Sutherland, City Planner Hunting, Assistant City Engineer Dodge, City Engineer Kaldunski, Associate Planner Botten and Staff Civil Engineer Moser.

Also Presenting: Larry Hartman, Minnesota Department of Commerce; Tim Johnston, Director of Pipeline Engineering, WSB; John Rask, M/I Homes; Steve Cook, Chair Inver Grove Heights Parks and Recreation Advisory Commission; and Candace Amberg, WSB.

3. PRESENTATIONS:

Overview of Proposed Pine Bend Pipeline and Status of Regulatory Procedures.

Interim City Administrator Heather Rand stated the Fortistar project is moving through the Planning Commission and the City Council. Extensions of pipeline are needed related to the project to capture methane gas at the Landfill and turn it into usable product. A representative from the State of Minnesota Public Utilities Commission (PUC) is in attendance to talk about the process.

Larry Hartman, Minnesota Department of Commerce, Technical Advisor to Minnesota Public Utilities Commission, gave an overview of the regulatory process of pipelines. It began with the Natural Gas Act in 1969 for a review of Natural Gas Pipelines. With the explosion in Mounds View in the mid 80's, the Governor at that time established a Governor's Commission on Pipeline Safety. Three critical things emerged from that Legislation:

1. Establishment of the Minnesota Gopher 1 call system (also known as the 811 system) used by excavators for notification of underground facilities.
2. Re-established the Minnesota Office of Pipeline Safety
3. Provided routing authority for pipelines to the Minnesota Environmental Quality Board (EQB) until 2005. Then it was transferred to the Minnesota Public Utilities Commission along with Staff. He was one of the Staff Members.

Between the EQB and the Minnesota PUC, they have permitted over 50 pipelines to date. Most recent in Dakota County was approximately 12 years ago. He stated information books have been done for Koch Refinery and two to three partial exemptions for Jet Fuel Line to go to the airport, a product line going to Wisconsin, and an information book for NSP.

A map was shown of where the pipeline would begin. The lower center of the map is the proposed Fortistar location. An alternative route was also submitted. Two routes were looked into, one with the power lines, the other along the road. He stated based on a map he received from Koch Industries; the route is primarily located on Koch property.

Mr. Hartman discussed the permitting process stating Northern Natural Gas has pipelines that run through the County. Permits may be issued for road crossings, they are regulated by the Federal Energy Regulatory Commission, the State has no standing in those. The State regulates liquid, crude oil, and product pipelines. He stated Minnesota Statute 216G, establishes requirements for an information book. Rules were established in Chapter 7852. There are two venues are for permitting pipelines:

1. Partial Exemption. Covers the bulk of pipelines permitted to date by the EQB and the PUC. Longer crude oil pipelines have been permitted by the PUC. The Statute provides the State is the sole terminate of where the pipeline is located, it pre-empts local jurisdiction. The Partial Exemption process by rule is supposed to take between 90-120 days. He stated this one has not started yet but begins with the Applicant filing an Application.
 - When the Application comes in it is put out for review and comment.
 - On January 15th, they put in their comments on it.
 - The Commission accepted the Application and issued an order February 23, 2021.
 - When the Order is issued the permitting process for the pipeline begins.
 - The Applicant filed their Permit Application on December 30, 2020.
 - Next Tuesday, notice would be published in the EQB Monitor prior to the Notice of Application Acceptance.
 - The public information meeting would be published in the St. Paul Pioneer Press.
 - The Application and Notice would be sent by Certified Mail to all affected landowners and local units of Government.
 - A Public Comment meeting has been scheduled for March 25th at 6:00 p.m. via Webex. Notice will provide how to participate in the meeting.
 - Comment period will remain open from March 23 to April 16.
 - Commission will consider the Record and make findings and fact.
 - If Partial Exemption is issued, they will issue a Permit with Conditions which will determine location of the pipeline. In this instance a route has been applied for. The pipeline will be located within the 200-foot-wide route. There may be extra temporary workspace outside of that area.
 - After the Permit is issued and before Construction, will need to file 21 different Documents. Some include:
 1. Notifications of Landowners
 2. Field Representative
 3. County can appoint a County Inspector (acts on behalf of the interest of Landowners)
 4. Ag Mitigation Plan
 5. Construction/Environmental Control Plan
 6. Ag Mitigation Impact Plan
 7. Vegetation Management Plan
 8. Site Sediment and Erosion Control Plan

He stated the purpose of the Public Comment meeting was if there were any concerns about the information contained in the Application or Permit.

Tim Johnston, Director of Pipeline Engineering, WSB, stated the gas from Pine Bend Landfill is currently being collected at a Landfill Gas Collection Facility. The gas has been burned to generate electricity and goes through a set of powerlines. The gas would be brought across to the Renewal Natural Gas Processing Facility, cleaned up to pipeline quality gas, 98% Methane, 2% Carbon Dioxide. The pressure would be raised up high enough to get into the Xcel Energy Pipeline, then delivered to the Pine Bend Pipeline. It would cross under Rich Valley Boulevard and end up at a gas delivery point on the Xcel Energy system and delivered into their pipeline. He stated the operating pressure is about

670 pounds and would be tested to 1,440 pounds. It would have a little over a 2.1 safety factor. If running calculations on the steel pipe being used, the burst pressure would be a 4.1 safety factor. It would deliver about 2,800 thousand cubic feet per day. For comparison, in Minnesota houses use about 90 mcf per year. He stated this would be enough gas on an annual basis to supply close to 11,000 houses.

He stated the process requires using a 30-foot-wide permanent easement and 20 feet of construction easement for a total 50 feet wide or using a total of 6.7 acres of ground. In situations like this, to the greatest extent possible, they try follow other utilities. He stated it was discussed following the power line that runs up the section line. It is a fairly high voltage power line and would induce electric current onto the pipeline. That would be a safety and operations issue. He stated they elected to stay on Flint Hills/Koch property and follow the power lines that run along the west side of Rich Valley Boulevard. When getting toward the north end of the project they would follow an Xcel Energy Pipeline across the last field up to the station. More than 2/3 of the pipeline will follow existing energy rights of way.

Mr. Hartman stated for more information you can check out the Minnesota Public Utilities Commission and enter Docket Number #20, Project Number is 872. Mayor Bartholomew requested this information be placed on the City Website.

4. CONSENT AGENDA:

- A.** Minutes from the February 1, 2021 City Council Work Session.
- B.** Disbursements for Period Ending March 2, 2021. **Resolution 2021-55**
- C.** Consider Approval of Personnel Actions.
- D.** Consider Approval of Telework Policy.
- E.** Consider Approval of **Resolution 2021-56** Approving Memorandum of Understanding (MOU) between Xcel Energy and Inver Grove Heights for Phase 2 – Energy Action Plan Implementation.
- F.** Consider Approval of Professional Service Agreement with Baker Tilly for Executive Recruitment Services. **Resolution 2021-57.**
- G.** Consider Approval of Stipulation of Settlement, Parcel 4, and Parcel 5, for CP 2017-24 in the eminent domain matter City of Inver Grove Heights v. Robert M. Dalsin, et al.
- H.** Consider Approval of Mutual Aid Agreement with St Paul Police.
- I.** Consider Approval of Contract with Kimley-Horn for Construction Management and Award Bid for the Veterans Memorial Community Center Parking Lot Reconstruction Project – City Project 2020-05.
- J.** Consider approval of revised accrued leave disbursement.
- K.** Consider Approval of 2021 Fire Fighter Wage Increases.
- L.** Accept Proposal from Key Wells Drilling Company for Well Pump No. 4 Reconditioning.
- M.** Consider **Resolution 2021-58** Accepting Quote from Goodpointe Technology to Conduct 2021 Pavement Ratings.
- N.** Approve Custom Grading Agreement, Storm Water Facilities Maintenance Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 14, Block 3, Foresthaven (5966 Blackberry Trl).
- O.** Consider **Resolution 2021-59** Seeking 2021 Municipal State Aid System (MSAS) Advancement of Funding for City Project No. 2017-24 – T.H. 3 Intersection Improvements for the 65th Street Project.
- P.** Consider **Resolution 2021-60** Ordering Feasibility Study and Accepting Engineering Services Proposals for City Project No. 2021-08 Southern Trunk Watermain Improvements (Phase 1).
- Q.** Consider **Resolution 2021-61** Receiving Feasibility Report and Scheduling Public Hearing for City Project No. 2016-09F – Carleda Way Area Improvements.
- R.** Consider **Resolution 2021-62** Approving Plans and Specifications and Authorizing Advertisement for Bids for the 2021 Trunk Utility Extensions, City Project No. 2021-01.
- S.** Consider Adoption of the 2021 Inver Grove Heights Emergency Operation Plan (EOP). **Resolution 2021-63.**

Motion by Murphy second by Dietrich to approve the Consent Agenda with the exception of Agenda Item 4D which has been removed.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew stated Staff requested Agenda Items 6E and 6F be switched from the Agenda order.

5. PUBLIC HEARING:

A. Consider a Resolution Adopting the Assessment for the 2020 Nuisance Abatement Program. Resolution 2021-64.

Interim City Administrator Heather Rand stated this relates to the Nuisance Abatement Program from 2020 and pertains to assessments on four different properties listed in the Memo. The properties had compliance problems and did not meet City Code. After numerous requests to correct the issue, such as mowing grass or hauling away brush or garbage, the City would hire Contractors to go out and correct the problem. The cost to correct the nuisances for the four properties totaled \$1,181.41. She stated the City requested the property owners pay the invoices for the services, but they did not. The next course of action is to pass a Resolution authorizing to put those expenses onto their property tax bills.

Motion by Piekarski Krech second by Gliva to close the Public Hearing at 7:26PM.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech thanked residents stating this is the fewest number certified for taxes.

Motion by Piekarski Krech second by Gliva to approve Resolution 2021-64 Adopting the Assessment for the 2020 Nuisance Abatement Program.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

Fire:

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

Fire Chief Judy Thill stated this Grant is through the Federal Emergency Management Agency (FEMA) for COVID supplies. Firefighters have had to take extra precautions, not only when responding to calls but after training and other activities. She stated social distancing is encouraged, they keep hands clean and wear masks, this also includes disinfecting vehicles and buildings. Disinfecting takes a lot of time. She stated the Firefighters have done an excellent job of keeping the Stations clean and keeping COVID out of the Stations. Using a spray bottle is inefficient and can be ineffective as it does not cover everything. This Grant was applied for to pay for Electrostatic Sprayers. The sprayers generate charged droplets that seek out surfaces and attach themselves onto them. She stated they also applied for enough disinfectant that goes into the sprayers to last an entire year. With the sprayers, in the entire time it takes to wipe down a couple of surfaces, they would be able to do an entire room.

She stated the total cost for the sprayers and disinfectant is \$28,700. The City match required by FEMA would be \$2,609.09. FEMA would pay \$26,090.91. Staff recommends acceptance of the Federal Grant to improve the effectiveness and efficiency of the facilities and equipment.

Fire Chief Thill stated she was extremely proud of their Firefighters and how they have handled the Pandemic. Other than adding the proper precautions, they did not change any of their response protocols, going to all types of calls as they did before COVID. None, including the Volunteer Paid on Call Firefighters, refused to show up for work, even when Firefighters in other Departments did not show up. She stated they modified all their training on short notice, operating within all State Mandates.

Mayor Bartholomew thanked the Fire Chief for her remarks and the Department for their diligence during this trying time. He thanked the Fire Chief for applying for the Grant.

Motion by Piekarski Krech second by Dietrich to approve the Acceptance of a \$28,700 Assistance to Firefighter Grant (AFG) by IGH FD.

Ayes: 5

Nays: 0 Motion carried.

Community Development:

B. Consider Second Reading of Ordinance Amending City Code Title 5, Chapter 4, Section 2(B)(3) Relating to Notification Requirements for Chicken License Renewal Applications.

Interim City Administrator Rand stated the Second Reading pertains to notification when seeking renewal of a Chicken License. Staff requests a change in the Ordinance when all neighbors are already notified. She stated this notification is over-reach and could be eliminated. If there is a complaint Staff would follow up with individuals. A Third Reading will take place before approved.

Motion by Gliva second by Piekarski Krech to approve the Second Reading of Ordinance Amending City Code Title 5, Chapter 4, Section 2(B)(3) Relating to Notification Requirements for Chicken License Renewal Applications.

Ayes: 5

Nays: 0 Motion carried.

C. Consider the Second Reading of an Ordinance Amendment deleting the use "Ministorage facilities (with caretaker quarters) and outdoor vehicle storage" as a conditional use in the B-3, General Business District.

City Planner Allan Hunting stated the Council last reviewed this at the February Work Session with the direction to continue the Second Reading to eliminate mini storage from the B-3 District. There were two property owners that raised concerns during the process. Staff reached out to both owners. The first one is down along Highway 55/52 owned by Mr. Solomon David whose property is currently B-3. He stated if the landowner would pursue mini storage, he requests zoning to I-1. The property to the south is I-1 and has a storage facility operating there.

The second parcel is represented by Realtor Dave Langer, consisting of two properties on the north side of 494, east of Highway 52, at the end of 50th Street. There is a mini storage to the east of this location. The properties have Industrial Office Park Zoning. He stated Mr. Langer wanted to make sure

Council is comfortable with potential rezoning to some other use. If mini storage were to come in the area, they may want to pursue I-1 Zoning. Staff does not see an issue with this. He stated they believe the parcel owners are satisfied and request the Council adopt the Second Reading of the Ordinance eliminating mini storage from the B-3 Business District. The Third Reading would take place on March 22nd.

Motion by Dietrich second by Murphy to approve the Second Reading of an Ordinance Amendment deleting the use "Ministorage facilities (with caretaker quarters) and outdoor vehicle storage" as a conditional use in the B-3, General Business District.

Ayes: 5

Nays: 0 Motion carried.

D. WENCK ASSOCIATES (FORTISTAR) - Consider the Second Reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.

City Planner Hunting stated at the previous meeting the First Reading of the Ordinance was approved to allow renewable Natural Gas as opposed to Electricity. There have been no changes to the Ordinance. He stated they will continue pursuing to have the Application on the March 22nd meeting Agenda.

Motion by Piekarski Krech second by Dietrich to approve the Second Reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use. WENCK ASSOCIATES (FORTISTAR).

Ayes: 5

Nays: 0 Motion carried.

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

- 1. A Comprehensive Plan Amendment to change the land use designation from Public/Institutional to MDR, Medium Density Residential. Resolution 2021-68.**
- 2. Rezoning of the property from P, Institutional to R-1C/PUD, Single Family Planned Unit Development.**
- 3. A Preliminary Plat for 70 townhome lots, 10 single family lots and 5 outlots to known as South Grove.**
- 4. A Preliminary Planned Unit Development for South Grove. Resolution 2021-69.**
- 5. A Conditional Use Permit for the 70 townhomes. Resolution 2021-70.**

City Planner Hunting stated the Applicant is proposing to redevelop the old South Grove site with a Residential Planned Unit Development consisting of 70 townhome lots and 10 single family home lots. A map of the location was displayed. The school was listed as Institutional. They are proposing, on the southern portion of the map, a density of MDR (medium density residential) with 8-12 units per acre. Staff feels this is consistent with the neighborhood as there is currently a mix of townhomes to the east and north, some single family, and more townhomes to the west on the other side of Clayton.

He stated rezoning would consist of PUD Zoning, R1-C (homes) and R-3C (townhomes). The next step is the Preliminary Plat. Townhomes would be on the east and northern half (two different product types) single family homes abut single family homes to the south, stormwater ponding, and in the

southeast corner, a public street system connecting Cloman Way out to Clayton. He stated the Conditional Use Permit is a standard requirement all multiple family projects require. Through the Planned Unit Development, the Applicant is requesting flexibility to allow unique configurations with how townhomes are laid out. Some involve reduced front yard setbacks, garages face internally. He stated there is flexibility for lot sizes for single family; smaller than the standard, but typical to the northwest area.

He stated they received four emails from residents, some with concerns. There is an email from the Cable Company stating they were having problems with streaming to the internet side. That part of the system was not working that evening. He stated the Planning Commission reviewed and believes the project is in conformance with the Codes and area and recommended approval 9/0. Staff approves the request, noting all actions are subject to Met Council.

William Scott, 3732 Conroy Trail, east end of the property, stated there have been multiple changes with the plot in the last couple of days. He asked about the property line on the north end commenting it looks like it is suggested that five feet of the property line goes into the Oaks Property. He stated the setback should be off the fence line. He asked what position the property was, if it is the fence line, it does not meet the RC-1 setback which is 30 feet and would be five feet shy. He asked about drainage with the holding pond at the east end of the field.

John Rask, M/I Homes, 5354 Parkdale Avenue, St. Louis Park, stated the plan before Council is the same plan the Planning Commission has viewed. They are working through drainage adjustments with the City and Barr Engineering. He responded about the property line stating they had a boundary survey and have a discrepancy where some of the fences are. They are confident the boundary is as depicted. He stated there are fence encroachments not on the property line and are off by about five feet.

He stated there are two different townhome styles. Price points would be low to mid \$300,000, higher with bigger end units. Villa Homes would be built with one level single family homes designed to appeal to the empty nester, but not age restricted. He stated they have read the conditions of approval and were in agreement with the Conditions when at the Planning Commission.

Mayor Bartholomew referenced the fence lines stating the surveys have the property setback in the right position. There were some drainage issues that would be addressed as they move forward. City Planner Hunting agreed.

Councilmember Piekarski Krech asked if they would try to save some of the trees between the development and the Oaks. Mr. Rask responded they were able to pull some of the units away from the easterly property line where there are significant trees and would be able to save those. He stated that was one of the areas with drainage concerns.

Mayor Bartholomew stated it was a well thought out plan and liked the idea that the Villas about other single-family homes. He said it was a good concept and liked the product.

Assistant City Engineer Steve Dodge addressed stormwater management stating there is a trunk storm sewer system that would be extended from Clayton Avenue. Rolling Meadows Apartment complex drains into a deep basin on the west side of Clayton. The storm sewer system was installed across Clayton Avenue in 2009. In anticipation of this development coming through someday, they would extend a 27-inch storm sewer from Clayton Avenue all the way across the back of the development to the southeast corner where the Oaks are located. The system will be installed with the development. He stated per City Attorney guidance, this would be brought to the next Council meeting to set a

Hearing to approve City funds be spent on this project. The second part of the stormwater is the existing high-water line by the properties near 77th Street. He stated they need to make sure the existing and proposed conditions of the high-water lines match. Options are being considered in working with the Oaks, the Board, and the Developer to see if there is expanded regional basin capability.

Councilmember Piekarski Krech asked if the storm sewer line takes all stormwater across Clayton or if it would go both ways. Assistant City Engineer Dodge responded it connects in the open space of the Oaks and continues to the northeast into Conroy Trail. From there it moves east into a 33-inch storm sewer system, moves east, straight south back onto 77th Street, goes all the way to Dawn Avenue, across Concord, and down to the River.

Councilmember Piekarski Krech asked if they were taking most of the water through storm system. She stated people in the Oaks were concerned about where the water from this development would go. Assistant City Engineer Dodge responded all would not go into the storm sewer system. He displayed a diagram of a three-phase pond system where water comes into the middle (Outlot A) as a sediment basin. Then it builds up and infiltrates to the area to the west and continues to build up and go into a dry pond. That allows the water to rise in large storm events, be held, and released slowly within a 72-hour period. This was done to mitigate the impervious space being added by the Development. He stated the Developer is developing their own stormwater system to mitigate their own impervious space. The storm sewer was established to mitigate the deep pond and overflow due to potential flooding issues that could occur with the JP1 Pond, only in large events.

Councilmember Piekarski Krech asked if the City had the easement for the new stormwater or if it would be part of the plat. Assistant City Engineer Dodge responded it would be part of the plat, the easement is not there today. They tried to work out an agreement with the school in 2009, but the agreement fell through. He stated it was said to wait until the property was developed in order to extend the sewer and get the easement through plat. Shoring mechanisms will be needed for installation. He stated proper easements through plats would be needed in order to maintain in the future. City Engineer Kaldunski stated there are easements and pipe in place from this plat through the Oaks down to the infiltration pond near 78th Street on Concord Boulevard with pipes that go down to the river.

John Ricci, 77th Street, asked what the setback of the new houses would be to the fence line. City Planner Hunting responded the setbacks are at least 30 feet, which is the requirement.

Councilmember Piekarski Krech asked if that included the easement that would be taken for storm sewer. City Planner Hunting responded the setback would be measured from the property line. The easement would be from within that.

Mr. Ricci asked if the easement would affect existing properties. Assistant City Engineer Dodge responded the easement would not affect the properties on 77th Street, they would only be on the platted property. They have been working out the final details and construction plans. The proposed plan is to keep the pipe off of the property line far enough to use shoring mechanisms. They would need to confirm whether they will/will not need a portion of the easement. He stated there is an existing DNU Easement in the backyards of 77th Street properties in order to install the pipe. The intent is not to use the easement. Once they have final plans with the Developer's Engineer, they would have more details to come before the Council in the Final Plat approval.

Mayor Bartholomew asked if there was an existing construction easement on existing properties that allows entrance to the property for construction. Assistant City Engineer Dodge responded there is an existing Drainage and Utility Easement that would give the City authorization to install a pipe on the

Developers property. If there is some disturbance to install the pipe, the existing DNU easement could be used, it is not the intent, only if necessary.

Kathryn Domagall, 3738 Conroy Trail, stated her townhome abuts the open area. She asked where she could get a map that shows where the City easements are. Assistant City Engineer Dodge responded he is working with the City Attorney's office and the Developer to identify drainage and utility easements they have in the area. If the City does not have the easements, they would have to work on acquiring necessary ones. Once completed they will share any documentation.

Mayor Bartholomew stated Staff worked well with property owners and the Applicant. He is pleased with the proposal as it is and would support it.

Motion by Piekarski Krech second by Gliva to accept all emails regarding this Application into the Record.

Ayes: 5

Nays: 0 Motion carried.

City Attorney McCauley Nason stated there is a super majority requirement for the Comprehensive Plan Amendment and should be taken separately.

Councilmember Gliva stated this looks like a great development and is great for the School to get the property developed. She commented it would look great in the neighborhood and has heard positive comments from others that have contacted her. She fully supports.

Motion by Gliva second by Murphy to approve the following for the old South Grove Elementary school site, PID no. 20-01000-77-010:

1. A Comprehensive Plan Amendment to change the land use designation from Public/Institutional to MDR, Medium Density Residential. Resolution 2021-68.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Gliva to approve the following for the old South Grove Elementary school site, PID no. 20-01000-77-010:

2. Rezoning of the property from P, Institutional to R-1C/PUD, Single Family Planned Unit Development.

3. A Preliminary Plat for 70 townhome lots, 10 single family lots and 5 outlots known as South Grove.

4. A Preliminary Planned Unit Development for South Grove. Resolution 2021-69.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Gliva to approve the following for the old South Grove Elementary school site, PID no. 20-01000-77-010:

5. A Conditional Use Permit for the 70 townhomes. Resolution 2021-70.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech stated when this comes back for Final Plat, she would like to make sure the drainage issues are solved/taken care of. That is one thing that would stop her from approving the final plan, if they cannot guarantee the water is taken care of.

F. TIM SALSCHIEDER - Consider the following requests for property located at 2306 99th Street (tabled from January 25, 2021):

- 1. A Variance to allow a 2,400 square foot accessory structure whereas 1,600 square feet is maximum size allowed.**
- 2. A Variance for an accessory structure larger than 1,000 square feet to be located within the 50-foot setback.**
- 3. A Variance to allow more than one detached accessory structure. Resolution 2021-65 to 2021-67.**

Associate Planner Heather Botten stated the request is for property located east of Barnes Avenue, north of 99th Street. The property is zoned E-1, Estate Residential District, and is 4.5 acres in size. There is one single family home with an attached garage, a pool behind the house, and a large drainage and utility easement that covers the western portion of the property. She stated the City Council tabled the request from January 25th so the Applicant could consider different alternatives.

She stated the original request included three variances. At the time the Applicant was asking for two detached accessory buildings, where one is allowed on the property. One of the structures was proposed at 1,750 square feet in size, where 1,600 square feet is the maximum. The third variance was to allow that structure to be located within the 50-foot setback from the north and east property lines. She stated the Applicant revised the request and is now requesting one detached accessory building 2,400 gross square feet in size located within the 50-foot setback from the north and east property lines. The lots to the north, east, and south of the Applicants property are 2.5 to 3 acres in size and would have to comply with the same accessory structure requirements as the Applicant.

Associate Planner Botten stated Staff continues to believe the proposed size of the accessory building is contrary to the intent of the Zoning Ordinance and could be considered a convenience to the Applicant and not a Practical Difficulty. Staff does not believe there is sufficient rationale to support the variance criteria and recommend denial of the variances as proposed. Staff would be in support of a setback variance for a structure up to 1,600 gross square feet or smaller, with the Practical Difficulty being the large drainage and utility easement on the property and due to the topography and locations of the drain field, the house, and the pool.

She stated at the Planning Commission Meeting on February 16th, the Planning Commission recommended denial of the size variance, and approval of the setback variance. The Planning Commission also discussed a possible need of an Ordinance Amendment to look at allowing larger accessory structures based more on a ratio system versus a strict lot size. Current Code requires any lot 2-5 acres is allowed a 1,600 gross square foot structure, five acres or greater could have a 2,400 gross square foot structure.

Associate Planner Botten stated the original request for the number of accessory structures was not withdrawn from the Applicant. When making Motions, Council would have to act on all requests the Applicant presented this evening and on the original request from January. If denying both size variances, the Denial Resolution in the packets could be amended to include the 1,750 square foot structure and the 2,400 square foot structure.

Mayor Bartholomew stated the last time this was before the Council there were some issues with either setbacks or easements and asked if that had been reviewed or resolved. Associate Planner Botten

responded there was discussion of right of way being added to the property, nothing additional was found.

Councilmember Piekarski Krech stated she could not find a 2,400 square foot document for approval or denial. Associate Planner Botten responded for the denial, the 2,400 square feet would have to be added, it just states 1,750. If making a Motion to approve, with the way it is worded in the packet, the last Resolution talks about approving a variance to allow a detached accessory structure larger than 1,600 gross square feet. Council would have to state the Practical Difficulty, the size is left blank and would need to be filled in with whatever the Council decides to approve.

City Engineer Kaldunski stated this goes back to when the original platting was done. There was a lot of Engineering comments for a plat to include a pond in the area that was created for infiltration and ponding purposes. That did not occur with platting. When the Homeowner came forward to get his Permit the City went through a process to secure an easement over the ponding area where the hockey rink currently sits. He stated the City had to compensate the owner for that easement to secure it even though conditions of approval for the original plat recorded it was given. For whatever reason it fell through the cracks a long time ago and was corrected when getting the additional easement. He stated that is why the additional easement is there. He estimated the amount was \$9,500 to secure the easement as it is a big part of the overall drainage in the area. He did not believe this affects the decision made tonight.

Tim Salscheider, 2306 99th Street, stated he has changed his route and would build a Gazebo and one detached structure with four walls. He stated he was aware there may be a change with the ratio. He is currently allowed 1,600 square feet but has 4.5 acres. Mayor Bartholomew stated that Statute is not in their favor right now and is not an option this evening. He commented he was unsure of the process for the change and how long it would take to get it before the Council. He said if Mr. Salscheider were patient and wanted to go that route, he liked the idea and thought it made sense, but right now it would be difficult to find a Practical Difficulty. If denying the variance, the pressure would be on the Council to address the issue. Mr. Salscheider stated when looking at the area he lives, nobody would see it, it is not a matter of the size of the structure. He commented he tried to get approval for two structures, that did not work out, now he is looking to make one structure. He stated everyone talks about the precedence, but when going up and down Barnes Avenue there is a precedence with dozens of homes that have two structures on 2.5 acres or less, some structures are even over 5,000 square feet. He commented as a homeowner it was tough for him if this gets turned down. Mayor Bartholomew responded he was unsure how to comment about that. He was unsure if those were allowed a variance or built without a Permit.

Mayor Bartholomew asked what the timeframe would be if looking at an Ordinance change for the larger lots. Interim City Administrator Rand responded she estimates about 90 days. Staff needs time to research and bring to a Council Work Session. What is drafted would go through Planning Commission and then Three Readings before the City Council.

Mr. Salscheider stated he has a six-person home, he needs a detached garage for cars and toys, that could be his Practical Difficulty. Mayor Bartholomew responded that does not rise to a Practical Difficulty, its interpreted as a convenience.

Mr. Salscheider asked if there was a way to research how the other homes were given variances. Interim City Administrator Rand responded it would take Staff some time to determine. Councilmember Piekarski Krech stated the question would be if the buildings were really the size, he thinks they are, or if there were variances given. She does not recall giving variances for the area and was unsure where there was a 5,000 square foot building that is not Ag land or Commercial.

Councilmember Gliva stated if the Ordinance were changed ratio wise, her calculations would have him at 2,200 square feet. She asked if that was acceptable. Mr. Salscheider responded yes. Mayor Bartholomew stated he was struggling with the Practical Difficulty. Councilmember Piekarski Krech stated 2,400 square feet was a pretty major change from what is allowed. Mr. Salscheider asked if the Council could see doing the ratio. Mayor Bartholomew responded they could not guarantee it would happen.

Councilmember Gliva asked if the 1,600 and 2,400 square footage has been in place for a long time. Councilmember Piekarski Krech responded yes, every time a change has been brought up it has been turned down. Councilmember Gliva asked why and if it had anything to do with Staff. Councilmember Piekarski Krech responded Staff brings the possibility of change up and the Planning Commission does not believe there should be changes. Councilmember Dietrich stated she was encouraged Planning Staff came up with the idea and would like to see it come back in front of the Council. She liked the sliding scale.

Mayor Bartholomew asked if urgency could be put on this to move it along. He asked if it was possible to discuss at the April Work Session. Interim City Administrator Rand responded it has to go to the Planning Commission first. She stated they could accelerate it but believes it would still take 60-90 days.

Motion by Piekarski Krech second by Dietrich to deny TIM SALSCHIEDER - the following requests for property located at 2306 99th Street (tabled from January 25, 2021):

- 1. A Variance to allow a 2,400 square foot accessory structure whereas 1,600 square feet is maximum size allowed.**
- 2. A Variance for an accessory structure larger than 1,000 square feet to be located within the 50-foot setback.**
- 3. A Variance to allow more than one detached accessory structure. Resolution 2021-65 to 2021-67.**

Councilmember Dietrich stated the way the Statute is currently written is why she seconded the Motion.

Mayor Bartholomew stated they need to investigate the new approach to sizing and ratio and get it to the Planning Commission as quickly as possible. He would like the Planning Commission to understand the City Council is very interested in this.

Associate City Planner Botten asked that the Motions be separated as the Applicant may still want the setback variance to be considered. Mr. Salscheider agreed.

City Attorney McCauley Nason stated there are four separate variance applications that are pending. With the Motion to deny, the Resolution in the packets reference the 1,750 square foot variance. If the vote is to deny, the request is that the Motion and Second be to approve the Resolution of denial for both the 1,750 square foot variance and the 2,400 square foot variance. She stated the Motion is to approve the Resolution of Denial as Amended to reflect a denial of both the 1,750 and 2,400 variance requests.

Mayor Bartholomew asked the Motioner and Secunder if they were in agreement with what was stated by the City Attorney. Councilmembers Piekarski Krech and Dietrich agreed.

Motion by Piekarski Krech second by Dietrich to deny TIM SALSCHIEDER - the following requests for property located at 2306 99th Street (tabled from January 25, 2021):

1. Variances to allow a 2,400 square foot and a 1,750 square foot accessory structure whereas 1,600 square feet is maximum size allowed.

Ayes: 5

Nays: 0 Motion carried.

Associate Planner Botten stated a Motion is needed on the variance to allow more than one detached accessory structure. That was included with the original request in January. There are still two variances, one is the setback variance and the variance to allow more than one detached accessory structure. The setback variance was approved by the Planning Commission and by Staff.

City Attorney McCauley Nason stated in the Council packets there is a Resolution approving a variance to allow a detached accessory building larger than 1,000 gross square feet to be located within the 50-foot setback. That is the Resolution of approval as recommended by the Planning Commission. Once the Council acts on the setback variance, the last Application is the variance to allow multiple detached accessory structures. There is a separate Resolution of denial in the packets for consideration. She stated there has been discussion about the size of the building and a possible Code change that may impact what the Applicant chooses to build. If the variance is considered by the Council and approved, the Applicant could build a detached accessory building less than 1,600 square feet within the setback area as outlined. For example, if there is no change made to the Code and the Applicant wants to build a structure that complies with the size requirements but build it where he is proposing in the setback area, this variance would allow the Applicant to do that.

Associate Planner Botten stated any structure larger than 1,000 gross square feet, if there is no Code change, the Applicant could still build a structure 1,600 square feet within the setback. If the Code changes to allow a larger structure, the variance is open where it would allow him to build the larger structure within the 50-foot setback. This approves a setback variance for a structure larger than 1,000 gross square feet. Any structure less than 1,000 square feet has different side and rear setbacks.

Councilmember Piekarski Krech stated if the Applicant wanted to, once this variance is approved, he could build a 1,600 square foot building, but not bigger. Associate Planner Botten responded he could within the setback.

Councilmember Gliva asked what would take place if changing the Ordinance to ratio.

Councilmember Piekarski Krech responded he has the setback. If changing the Ordinance and it fits in the Permit, he would just go and get a Permit. She stated right now he could walk in and get a Permit if building at 1,600.

Councilmember Murphy asked if there was a recommendation by Planning Commission on the setback as it relates to a 1,600 square foot structure. Associate Planner Botten responded they took out the 1,600 square foot requirement the second time it went to the Planning Commission. They were just in support for the setback variance for whatever is allowed by Code. She stated they were trying to do it in a way that the Applicant did not have to come back for another setback variance.

Mr. Salscheider stated the Planning Commission approved the setback variance based on a 1,600 square foot building or smaller. If going through with the ratio, the setback variance would already be in place, he would only have to come back and get a Permit for the 2,200 square foot building he would be able to build.

Motion by Piekarski Krech second by Dietrich to move the Resolution approving a variance to allow a detached accessory building larger than 1,000 gross square feet to be located within the required 50-foot setback.

Ayes: 5

Nays: 0 Motion carried.

City Attorney McCauley Nason stated there were three components. The size of the structure, the location of the structure, and the number of structures. Council has dealt with the size and location. The last variance request is related to the number of structures. The original request was for two detached accessory structures. The request was not formally withdrawn, Council needs to take formal action. She stated the recommendation from the Planning Commission was for denial. There is a Resolution of denial, titled the Resolution denying a variance to allow two detached accessory buildings where one is allowed on the property.

Motion by Gliva second by Piekarski Krech to deny two structures on said property.

Ayes: 5

Nays: 0 Motion carried.

Mr. Salscheider stated it does not set a very good precedence with neighbors when one thing is done for someone else that does not get done for another, especially when they are members of the Planning Commission or City members. Councilmember Piekarski Krech asked where they did something for someone. Mr. Salscheider responded 10211 Barnes Avenue is on two acres. He stated he has 12 addresses with two to three structures that have less property than he owns.

Councilmember Dietrich appreciated Mr. Salscheider for being forthcoming and trying to do this the correct way. She understood where he was coming from because this is a reactive City, unless those properties are turned in, Council does not know about them.

Parks & Recreation:

G. Consider Resolution to Apply for DNR Outdoor Grant - Heritage Park. Resolution 2021-71.

Interim Parks and Recreation Director Jon Oyanagi stated when he started in the Interim Parks and Recreation role one month ago, he drove to Heritage Village Park and found his jaw dropping. In his 38 years of Parks and Recreation experience he has not seen a park parcel with so much potential. He commended the City Council for having the vision and the foresight to assemble the properties and create the park. He commented it is difficult to get a beautiful Community Park like it has been assembled there. He believes they would benefit from it as a City, and it would spur much development around it. He stated it reminded him of being in Minneapolis with the Park and Recreation Board, the riverfront was all flour mills and railroad tracks, and started to redevelop. The first thing they did was put parks and trails on both sides of the river and the development exploded, it still is today. He sees that happening at Heritage Village Park. He stated being by the River is a tremendous opportunity for Inver Grove Heights.

He discussed Heritage Village Park and application for a Minnesota DNR Outdoor Recreation Grant. He stated Candace Amberg from WSB was hired back in December to prepare the Application and is available for questions. The Application would be due to the DNR by the end of this month. A Resolution to move forward with the Application is needed by the City Council. He commented Steve Cook, Chair of the Inver Grove Heights Park and Recreation Advisory Commission is in attendance this

evening. The Commission recommended the Resolution at their February meeting. The following presentation was given:

- In 2019, Phase 1: The Dog Park was created along with the parking lot.
- In 2020, Phase 2: Filling, grading, utilities, the open lawn was developed and graded, half of the parking lot on the east side of the park was built, and the trail system. The Regional Trail system runs through the park.
- In 2020, Phase 3: Included a retaining wall and ornamental fence with history panels that preserve the history and culture of the area. Portions of the concrete railroad walk resemble a railroad track. This will be completed in the Spring.
- Phase 4: Application for the Grant. The phase would construct:
 - Roundhouse picnic pavilion for large group gathering.
 - Sheltered bench seating area that is on the railroad walkway.
 - Restroom building.

If the Council approves the Resolution:

- Would submit to the DNR by March 31st.
- Summer 2021: DNR Awards the Grants.
- Fall 2021: Project begins. Recommendation would be brought forth for a firm to do plans and specifications.
- Go out for bids. Would come before the City Council for approval.
- Construction would begin and go through 2022/early 2023.

Councilmember Piekarski Krech asked if this was just the Application, they are not guaranteed the money. Interim Parks and Recreation Director Oyanagi responded that was correct. It is estimated the overall project be \$1.4 million dollars for the three structures. The Grant is for \$250,000 and would need to be matched. He stated they have the money needed for the match, which helps with scoring for the Grant Application. The estimated \$1.5 million would come out of Park Dedication Funds.

Candace Amberg, WSB, stated if approving the Resolution of support, it would be a competitive Grant approval process. The fact there is a lot of infrastructure in the park, on the Regional Trail Corridor, have a strong connection to the Rock Island Swing Bridge, and future amenities bodes well. She felt they had a pretty good chance with the Grant Application.

Councilmember Gliva stated she does not recall talking about this being a priority. She asked about a South Valley Park project they are working on. She was unclear how this would all work out. Interim Parks and Recreation Director Oyanagi responded this project would be out of the Park Dedication Fund, the South Valley Park project comes out of a fund that is for redevelopment, not Park Dedication.

Councilmember Dietrich asked about the parks in the northwest area and where those funds would come from. Interim Parks and Recreation Director Oyanagi responded they have earmarked approximately \$700,000 for that coming out of the Park Dedication Fund. Councilmember Dietrich asked how much money was in the fund. Interim Parks and Recreation Director Oyanagi responded there was approximately \$2 million dollars.

Councilmember Gliva commented there is a park in Woodbury that is all-inclusive, there was a lot of private funding for it. She asked if there was anything like that here. Interim Parks and Recreation Director Oyanagi responded that is Madison's Place Playground in Woodbury, it was a private fundraising effort. There are Inver Grove Heights residents trying to get donations for an all-inclusive playground here. Councilmember Gliva commented the \$1.4 million does not include the playground and would be another phase. Parks and Recreation Director Oyanagi responded that was correct.

Steve Cook, 9250 Inver Grove Trail, Chair, Inver Grove Heights Park and Recreation Advisory Commission, stated there is group that Advisory Commission Vice Chair Niki Barker has been heading for the inclusive playground to raise funds. That group has been active for 1.5 years. He was unsure how much has been raised so far. He stated they are trying to look for ways to fund the project that is not just out of City coffers. This is to help get Grant money to help with a phase. He stated the Commission would appreciate the Council's support.

City Clerk Rebecca Kiernan stated there is a comment the Council needs to accept into the Record.

Motion by Piekarski Krech second by Dietrich to accept the email/letter from Nancy Martin into the Record.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Murphy to accept Resolution 2021-71 to Apply for DNR Outdoor Grant - Heritage Park.

Ayes: 3

Nays: 2 (Dietrich, Gliva) Motion carried.

Engineering:

H. Consider a Resolution Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). Resolution 2021-72.

City Engineer Tom Kaldunski stated this is a project he started working with awhile ago. He gave the assignment to Jake Moser, Staff Civil Engineer, who would be presenting information. There is unique funding proposed with this project that would follow what the former Public Works Director wanted. There is a split in how the project is funded.

Civil Engineer Jake Moser gave the following presentation for City Project 2020-06 Good Samaritan Pond Outlet, 1301 50th Street. He stated this action would usually be placed on the Consent Agenda, but due to the unique funding it was moved to the regular Agenda.

Location and Watershed:

- Located near the intersection of Robert Trail South/Mendota Road.
- Storm sewer outlet pipe that drains the T-8 Pond (Good Samaritan Pond) which receives stormwater from the surrounding highly developed area.
- The Regional Basin (T-8) stores runoff from the developed area reducing downstream flooding impacts, pollutants, and environmental degradation.

Project Need:

- Arises due to the existing failing public storm water outlet pipe. It is an existing corrugated metal pipe that has rusted out and is corroding, causing sink holes to appear at the surface.
- A sinkhole has opened up on the Good Samaritan property. The pipe and basin both lie within the public drainage and utility easement but on private property.
- If not addressed, would increase the risk for emergency repairs.
- The existing control structure that regulates the pond level is prone to frequent clogging and requires City maintenance and intensive cleaning.

Preliminary Project Cost and Funding:

- Estimated total project cost: \$336,293
- Total proposed funding through Special Assessments: Estimated at \$160,592

- Stormwater Utility Fund: \$175,701

Preliminary Assessments:

- Funding is based on 50% of the project costs to be assessed to contributing properties.
- 50% of the project funded through the Stormwater Utility Fund.
- The stormwater utility portion was higher than the total assessment amount. This is due to the assessment calculation including run off from some public right of way. That is 50th Street and the County and State right of way.
- The assessment portion was calculated based on the runoff volume from each parcel in a 100-year rainfall event.
- Most of the parcels do not have existing stormwater systems.
- #4 does have a recent stormwater management improvement. The volume of stormwater is credited and reflected in their assessment amount.

Stormwater Maintenance Funding Tools:

- The Stormwater Utility Fund is supported through City taxes to which all City properties contribute.
- Those funds are used for other stormwater system maintenance, repairs, and improvements throughout the City.
- Special Assessments is another tool proposed to be used. Costs are allocated directly to properties that benefit or contribute to the need for the project.
- Third tool that is not being proposed is the Stormwater Special Taxing District.
 - Not typically used for Inver Grove Heights projects.
 - Cumbersome Administrative process.
 - Requires an Ordinance process.
 - Would delay the project in order to accommodate the schedule.
 - The costs to the contributing properties would be similar in a Stormwater Taxing District.Would recommend to be based off of run off contribution calculations.

Property Owner Feedback. Gathered from the Feasibility Report:

- Virtual Open House was held on February 25th.
- Three properties represented: Good Samaritan, LaMettry's, and the Southridge Mall ownership group.
 - Attendees generally supported and understood the need for the project.
 - Representative of the Realty group, owner of the Home Depot Lot, reached out as they were unable to attend the meeting. They were provided presentation information given/spoken at the Open House. The Home Depot lot has the most impervious surface, largest run off contribution. They had raised the question of the benefit, as their property is upstream from the outlet pipe. It was explained the project was needed to maintain the system.
 - The proposed funding was viewed as an alternative to the Special Taxing District.

Recommendations:

- Adopt Resolution
- Receive Feasibility Report
- Schedule Improvement Hearing for April 12, 2021

Motion by Piekarski Krech second by Gliva to approve Resolution 2021-72 Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

City Attorney McCauley Nason suggested adding language to clarify the Public Notice would be held as noticed in the Resolution and Pursuant to 13D.021 by other electronic means as Pursuant to Statute.

This provides the ability for the public to attend virtually. Councilmember Piekarski Krech and Gliva approved of the addition.

Motion by Piekarski Krech second by Gliva to approve Resolution 2021-71 Receiving Feasibility Report and Scheduling Improvement Hearing for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). The Public Notice would be held as noticed in the Resolution and Pursuant to 13D.021 by other electronic means as Pursuant to Statute.

Ayes: 5

Nays: 0 Motion carried.

Administration:

I. Consider approval of Resolution terminating existing lease arrangement with Bee Elite Gymnastics Academy. Resolution 2021-73.

Interim City Administrator Heather Rand stated Bee Elite Gymnastics Academy has had a verbal lease with the City for space in the VMCC in the former racquetball area since 2006. Bee Elite's verbal agreement was that they would compensate the City for the space, and assistance with marketing and utility payments at 20% gross revenue. She stated revenues have been in decline for many years. Park and Recreation Staff recommend the space be reprogrammed. An immediate need would be for Kids Plus programming this summer. Future programming could include: Silver Sneaker classes, yoga classes, Boot Camp, and other Community space needs for fall/winter. She stated the Kids Plus programming revenue by itself for the summer would exceed the revenue the City received through the verbal Bee Elite Gymnastics lease and revenue exchange.

She stated the City has been encouraging Staff at the VMCC to work hard with a goal of achieving revenues that cover approximately 86% of operational expenses at the VMCC. Staff recommends the City Council approve a Resolution authorizing Staff to issue a letter to Bee Elite Gymnastics terminating the verbal lease agreement with a 90-day notice that would not go into effect until June 10th.

Tomas Settell, Bee Elite Gymnastics, passed out a handout to the City Council.

Matthew Quy, 13309 Coachford Avenue, Rosemount, stated his oldest daughter was taking gymnastics classes up until COVID. Her confidence increased and coordination improved. He stated one of the reasons why Mr. Settell had a bustling organization is due to his passion for gymnastics, specifically the kids. He stated this is a small business, someone who lives in the Community, it would be a big loss to the Community to no longer have Bee Elite here. He asked if evicting, to give Mr. Settell more time to prove himself.

Samuel Adedeji, 1610 Skyline Path, Eagan, encouraged the Council to allow Bee Elite Gymnastics to keep running. He stated he understands the City wants to make money. He asked the Council to consider the advantages children have with the program. It is a great asset for Community kids. He stated his son participated in the program in 2006. He asked this be given a chance so the kids in the City and surrounding Communities can have these kinds of benefits. It would be a great contribution to the Community to allow this program to be here for their children. He stated children's business is the Council's business too and he wants the Council to see it that way. He commented a place like this is a part of the children's development and education.

Mr. Settell, Bee Elite Gymnastics, wanted to clear up a few things stating he has heard that his program is declining and failing. It was not a fair statement. He stated new City Staff have only been in place for

a month, not prior to COVID. The program had a slight decline due to the recession but was on the upswing prior to COVID shutdown.

He stated having a set rent, does not matter what the program is doing, the rent is paid. How the program is doing is irrelevant to negotiations. He asked how they came up with the warehouse cost per square foot and who did the analysis. He commented if there is integrity with negotiations, he believes the negotiation should receive fair conversation with a fair and unbiased third party, not an exiting City Staff Member who is trying to look good and giving false inflated numbers. He stated if this were fair with integrity, he believes the City Council would vote no to a 90-day termination and allow for fair negotiations with a non-biased third-party Realtor/Evaluator that understands the current marketplace.

He stated he has a Lease Agreement he wrote with his Attorney that goes over the fair market. He was unable to give it to the City Council due to the changeover going on. He stated for example, he spoke to a business leader who has a retail space by 494 and Highway 3. This business owner let him know they are currently paying \$8.49 per square foot for primetime retail space in the City. That amount multiplied by 1,850 square feet, is roughly \$12,000 a year. That is compared to \$21,000, which is almost double of what he was asked to pay in the first draft of the Contract. He is returning a second Draft to negotiate a fair market price and asking for someone nonbiased to work with him. He stated the retail space did not have restrictions like he has had to work with. He has had to work with having limited hours, not being able to have a vending machine, no painted walls to make the gym look nice, and not being present for a fire inspection that took seven months to be notified of and has had that used against him by one of the Staff.

He stated the retail space in the City is currently in use, is worth more for rent than the unfinished warehouse space he has been leasing for 15 years. The City has not authorized the room to be painted, which costs approximately \$10,000 to \$15,000, to be usable by removing the valuable gymnastic business that has been faithful and loyal.

He stated COVID has impacted them and have been restricted to operate their normal business in a reasonable way. He stated the City Government Agency has not negotiated with integrity and allowed a Staff member who has recently been given a Separation Agreement and is under Criminal Investigation as published in the Pioneer Press. He stated that Staff person has influenced new incoming City Staff that are unaware of the operations of his private business because they have never come, meet, or called to talk with him. They go from what they are told by someone disgruntled with a personal vendetta against his business to make themselves look better to save their job, and when that did not work, they gave the new Staff erred information. He stated he does not blame the new Staff; they do not have all the information.

He stated from the start of this he has been personally targeted. If the City Council allows this to happen to his business it sets a tone of what all citizens of the City can expect of Council. He asked if Inver Grove Heights wants to be known as an unfriendly place for private businesses to operate. He stated he has waited to work with the City through COVID, a new City Council, and new City Administration. They should have good faith negotiations with transparency and integrity. He commented when COVID and Government take out private citizens, they do not expect to be kicked when they are down. They need representatives that will support the small guy and children. He asked the Council to vote no, allow good faith negotiations to happen with a fair and unbiased moderator, and look at the real fair values based off of office square footage space instead of warehouse square footage that is unfinished and has restrictions in its usage. He stated after being loyal to the City and leasing the space under terms the City Staff negotiated, he has operated and been in good standing for the last 15 years.

Mr. Settell asked the City Council to let good faith negotiations happen with the new Staff. The vote, in his opinion, is not being done with good faith and integrity. He commented that Council has been placed under duress and pressure by new City Staff in Interim positions, based off of inflated numbers. They are trying to switch programming for the coming summer. He asked that the Council come and visit a class before making a decision, and not to make a decision without looking in person. He stated as a resident, if the Council votes to terminate he would definitely be watching the return of investment with the space. He urged the Council to vote no and stand up for a small business during COVID. He commented that he currently has clients registering for classes, as soon as COVID restrictions lift they would see a very strong demand. His current clients are contracted until the end of May. Moving all gymnastics equipment would require a minimum of 14 days to orchestrate. He has served 1,600 students in the last 15 years.

Councilmember Piekarski Krech stated she was sorry Mr. Settell feels Staff was against him. They were trying to work through things and give him a chance. She visited the space twice in the past week and commented that it definitely needs to be closed down, the area needs to be cleaned up and disinfected. She stated programming in the area needs to change.

Mayor Bartholomew supports termination of the lease. He stated it was time to utilize the facility, it is a City asset, and they should get as much revenue out of it as they can. He commented they hold the Community Center revenue at 86%, historically it is done well with covering their own programming. He supports Staff's recommendation for termination.

Councilmember Gliva stated they received the lease agreement on Friday. She has been involved in lease negotiations, with this, there was not a lot of negotiation, it was just the same thing. She commented in looking at the entire Community, she believes they are too far away from getting to an agreement. Due to time constraints space is still needed for the Kids Rock Program, parents would appreciate it. She stated this is not a great situation for anyone, she supports moving forward and not renewing the lease.

Councilmember Piekarski Krech stated the Council supports businesses in the Community. She commented that Peterson's Popcorn may have loved to have had the space they took the snack shop out of in the Community Center, but that is not what they are in the business of. They cannot support one private business and not support all private businesses with public money. She stated she does not believe they are not business friendly; they are just not business friendly in public spaces.

Councilmember Murphy stated he was unsure if the business failing, or exceeding is as important as serving as many of the kids in the City as they possibly can. People's needs change, tennis courts are changing to pickleball courts, and baseball fields to soccer fields. The kids in Inver Grove Heights want Kids Rock and other programs. He agrees it is time to move on.

Councilmember Piekarski Krech asked if the agreement ends, if the space must be vacated by that date. She was concerned about moving all the items in the room out and being able to clean it. City Attorney McCauley Nason responded under Minnesota Statutes Chapter 504B; all items are required to be moved. If they are not moved the City would have to revisit taking further legal action by filing an Unlawful Detainer Action to move forward with vacation of the space. If items remain at the end date, the City will have to resort to a legal process to remove items, recoup the costs of storage of items, or sale.

Motion by Piekarski Krech second by Bartholomew to approve Resolution 2021-73 terminating existing lease arrangement with Bee Elite Gymnastics Academy.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

7. PUBLIC COMMENT:

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated a gentleman spoke to him before the meeting started, he said he would reach out to him in the morning. This person's question was about how a private person gets an item added to the Agenda. He requested Staff give information about how residents get something on the Agenda and the process. He asked to make time with the Interim City Administrator in the morning to go over what the gentleman spoke about. Interim City Administrator Rand responded she would go over information with the City Attorney. She stated the protocol of three minutes was offered to the Gentleman, and that he could submit written comments. He was advised by Staff last week that he could do both of those things.

9. EXECUTIVE SESSION:

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

City Attorney McCauley Nason stated the Council is being asked to make a Motion to move into closed session Pursuant to Minn. Stat. § 13D.05, Subd. 3(b), for a confidential Attorney/Client discussion concerning litigation risks and eminent domain regarding acquisitions from PID 20-19500-03-100 for property located at 6399 Cahill Avenue for City Project 2016-13. The Closed meeting will be held in City Council Chambers. Once the closed meeting is completed, there being no further items on the Agenda, and once back in open session, the Council will simply adjourn the meeting.

Motion by Gliva second by Murphy to move into Executive Session at 9:45 P.M.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of March 17, 2021 to April 6, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending April 6, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$532,608.86
Debt Service & Capital Projects	225,910.18
Enterprise & Internal Service	545,945.32
Escrows	43,173.59
Grand Total for All Funds	<u><u>\$1,347,637.95</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period March 17, 2021 to April 6, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING April 6, 2021**

WHEREAS, a list of disbursements for the period ending April 6, 2021 was presented to the City Council for approval.

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

General & Special Revenue	\$532,608.86
Debt Service & Capital Projects	225,910.18
Enterprise & Internal Service	545,945.32
Escrows	43,173.59
Grand Total for All Funds	<u><u>\$1,347,637.95</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of April, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 3/17/2021 - 4/6/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	441502	04/06/2021	Progress Billing - 2020 Audit	101.41.2000.415.30100	27,000.00
AFSCME COUNCIL 5	INV0112215	03/26/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	787.80
AFSCME COUNCIL 5	INV0112216	03/26/2021	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	59.10
API GARAGE DOOR, INC.	Z171189	03/30/2021	IGH Fire Door 2 Motion Detector	101.42.4200.423.40040	1,054.25
ASPEN MILLS	271052	03/23/2021	Clothing / Uniforms - Patches & Embroid	101.42.4000.421.60045	1,031.64
CENTURY LINK	03/19/2021	03/30/2021	Monthly Services	101.42.4200.423.50020	45.32
COMCAST	03/05/2021	03/23/2021	Business Services	101.42.4200.423.30700	10.86
COMPASS MINERALS AMERICA INC.	782187	03/23/2021	Bulk Coarse LA - HWY	101.43.5200.443.60016	1,617.21
DAKOTA CTY FINANCIAL SVCS	00040417B	04/06/2021	Emergency Srvc Management & DPC D	101.42.4000.421.50070	10,334.58
DAKOTA CTY FINANCIAL SVCS	00040417B	04/06/2021	Emergency Srvc Management & DPC D	101.42.4000.421.70501	5,863.00
DAKOTA CTY FINANCIAL SVCS	00040535	03/30/2021	Feb 2021 MHZ Subscriber Fee	101.42.4000.421.70501	1,679.76
DAKOTA CTY FINANCIAL SVCS	00040535	03/30/2021	Feb 2021 MHZ Subscriber Fee	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00040535	03/30/2021	Feb 2021 MHZ Subscriber Fee	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	00040551B	04/06/2021	ECU Participation	101.42.4000.421.70501	18,000.00
DOUGHERTY, MOLENDIA, SOLFEST, HILLS & BAUER P.A.	196597	03/30/2021	February 2021	101.41.1100.413.30700	417.00
EFTPS	INV0112240	03/26/2021	FEDERAL WITHHOLDING	101.203.2030200	56,962.63
EFTPS	INV0112242	03/26/2021	MEDICARE WITHHOLDING	101.203.2030500	16,446.90
EFTPS	INV0112243	03/26/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	47,762.64
EYEMED	164703886	04/06/2021	March 2021 Premium	101.203.2032700	218.52
EYEMED	164740621	04/06/2021	April 2021 Premium	101.203.2032700	218.52
FIRST IMPRESSION GROUP, THE	114363	04/06/2021	Notecards & Envelopes	101.41.1100.413.60070	840.00
FIRSTSCRIBE	253826	03/23/2021	ROWay Web Application	101.43.5100.442.40044	250.00
FITCH, JASON J.	01/29/2021	03/30/2021	Uniform Reimbursement (WF Rejected)	101.42.4000.421.60045	636.10
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0112225	03/26/2021	HSA ELECTION-FAMILY	101.203.2032500	3,073.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0112226	03/26/2021	HSA ELECTION-SINGLE	101.203.2032500	4,729.55
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	101.42.4200.423.40020	743.33
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	101.43.5200.443.40020	54.75
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	101.43.5400.445.40020	500.25
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	101.44.6000.451.40020	577.06
GUARDIAN SUPPLY, LLC	8494	03/23/2021	Leather Name Tags	101.42.4200.423.60045	74.95
HATHAWAY, JOSEPH	03/30/2021	03/30/2021	EMT Class Reimbursement	101.42.4200.423.50080	809.88
HILLYARD INC	604266595	03/23/2021	Towel Roll & Citrus-Scrub	101.42.4200.423.60011	353.58
ICMA RETIREMENT TRUST - 457	INV0112213	03/26/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0112214	03/26/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0112227	03/26/2021	ICMA-AGE <49	101.203.2031400	5,135.00
ICMA RETIREMENT TRUST - 457	INV0112228	03/26/2021	ICMA-AGE <49 %	101.203.2031400	7,503.03
ICMA RETIREMENT TRUST - 457	INV0112229	03/26/2021	ICMA-AGE 50+	101.203.2031400	5,100.29
ICMA RETIREMENT TRUST - 457	INV0112230	03/26/2021	ICMA-AGE 50+ %	101.203.2031400	1,020.68
ICMA RETIREMENT TRUST - 457	INV0112237	03/26/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,022.28
ICMA RETIREMENT TRUST - 457	INV0112238	03/26/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0112239	03/26/2021	ROTH-AGE <49 %	101.203.2032400	215.43
IGH FIRE RELIEF ASSN	03/22/2021	03/23/2021	2021 Volunteer Contribution	101.42.4200.423.20510	87,475.00
IGH FIRE RELIEF ASSN	INV0112223	03/26/2021	MEMBERSHIP DUES - FIRE RELIEF AS	101.203.2031000	541.50
IGH FIRE RELIEF ASSN	INV0112224	03/26/2021	MEMBERSHIP DUES - FIRE RELIEF AS	101.203.2031000	319.00
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	101.41.1100.413.60065	39.83
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	101.41.2000.415.60010	1,118.33
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	101.43.5100.442.60040	(36.10)
IUOE	INV0111892	03/12/2021	UNION DUES IUOE	101.203.2031000	1,201.18
KENISON, TERRI	March 2021	04/06/2021	March 2021	101.42.4200.423.30700	1,600.00
KIESLER POLICE SUPPLY, INC	IN161529	03/30/2021	Powders, Projectiles, Tank, Hose	101.42.4000.421.60018	750.41
LELS SERGEANTS	INV0111903	03/12/2021	UNION DUES (LELS SGT)	101.203.2031000	381.00
LEVANDER, GILLEN & MILLER P.A.	02/28/2021 92000E	02/28/2021	Legal	101.42.4000.421.30410	19,317.26
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Council Meetings	02/28/2021	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Forfeitures	02/28/2021	Legal	101.42.4000.421.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Rechtzigel Land Excha	02/28/2021	Legal	101.45.3000.419.30420	3,332.60
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Rental License Prograr	02/28/2021	Legal	101.45.3000.419.30420	324.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 State of MN vs Jeffrey	02/28/2021	Legal	101.42.4000.421.30420	1,416.47
LEVANDER, GILLEN & MILLER P.A.	81000.01 02/28/2021 Mayor/CC	02/28/2021	Legal	101.41.1000.413.30420	12,700.00
LEVANDER, GILLEN & MILLER P.A.	81000.03 02/28/2021 Finance	02/28/2021	Legal	101.41.2000.415.30420	408.00
LEVANDER, GILLEN & MILLER P.A.	81000.05 02/28/2021 Code Compliance	02/28/2021	Legal	101.45.3000.419.30420	544.00
LEVANDER, GILLEN & MILLER P.A.	81000.06 02/28/2021 Planning	02/28/2021	Legal	101.45.3200.419.30420	532.00
LEVANDER, GILLEN & MILLER P.A.	81000.07 02/28/2021 Police	02/28/2021	Legal	101.42.4000.421.30420	612.00
LEVANDER, GILLEN & MILLER P.A.	81000.08 02/28/2021 Judy Lawrence Fire	02/28/2021	Legal	101.42.4200.423.30420	948.00
LEVANDER, GILLEN & MILLER P.A.	81000.09 02/28/2021 Public Works	02/28/2021	Legal	101.43.5000.441.30420	276.00
LEVANDER, GILLEN & MILLER P.A.	81000.10 02/28/2021 Engineering	02/28/2021	Legal	101.43.5100.442.30420	1,192.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	50135	03/23/2021	HPE & VEEAM Renewal	101.47.1400.413.40035	5,202.02
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	50076	03/30/2021	Appl Sup-Internet	101.47.1400.413.40035	1,918.00
LVC COMPANIES, INC.	56668	04/06/2021	Time & Materials	101.42.4200.423.40040	442.50
MADISON NATIONAL LIFE INSURANCE COMPANY	1427407	03/23/2021	February 2021	101.203.2031700	2,952.73
MADISON NATIONAL LIFE INSURANCE COMPANY	1427407	03/23/2021	February 2021	101.43.5100.442.20630	(41.52)
MADISON NATIONAL LIFE INSURANCE COMPANY	1436269	03/23/2021	April 2021	101.203.2031700	2,886.60
MADISON NATIONAL LIFE INSURANCE COMPANY	1436269	03/23/2021	April 2021	101.41.1100.413.20630	24.38
MADISON NATIONAL LIFE INSURANCE COMPANY	1436269	03/23/2021	April 2021	101.42.4000.421.20630	17.37
MADISON NATIONAL LIFE INSURANCE COMPANY	1436269	03/23/2021	April 2021	101.43.5000.441.20630	24.38
MCKESSON MEDICAL-SURGICAL INC.	18099131	04/06/2021	Supplies	101.42.4200.423.60065	429.55
MCKESSON MEDICAL-SURGICAL INC.	18099160	04/06/2021	Lancet, Safety Press	101.42.4200.423.60065	15.42
MCKESSON MEDICAL-SURGICAL INC.	18099218	04/06/2021	Tape, Adhesive	101.42.4200.423.60065	18.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MCKESSON MEDICAL-SURGICAL INC.	18099366	04/06/2021	Gloves	101.42.4200.423.60065	489.40
MCKESSON MEDICAL-SURGICAL INC.	18099663	04/06/2021	Gloves	101.42.4200.423.60065	380.40
MCKESSON MEDICAL-SURGICAL INC.	18100216	04/06/2021	Gloves	101.42.4200.423.60065	761.27
MESSERLI & KRAMER, P.A.	389857	03/30/2021	2021 Legislative Representation	101.41.1100.413.30700	6,400.00
METRO JANITORIAL SUPPLY INC	11015520	03/30/2021	FiberPro Foam Control Liquid DeFoamer	101.43.5200.443.60016	236.87
MINNESOTA CHIEFS OF POLICE ASSOCIATION	11533	03/30/2021	Membership Renewal	101.42.4000.421.50070	386.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112218	03/26/2021	CASE #001490481201	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112219	03/26/2021	CASE #001563363401	101.203.2032100	427.31
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112220	03/26/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112221	03/26/2021	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF REVENUE	INV0112241	03/26/2021	STATE WITHHOLDING	101.203.2030300	24,306.69
MN LIFE INSURANCE CO	April 2021	04/06/2021	Policy #0027324	101.203.2030900	3,416.95
MN LIFE INSURANCE CO	April 2021	04/06/2021	Policy #0027324	101.42.4000.421.20620	103.93
MN NCPERS LIFE INSURANCE	542000032021	03/23/2021	April 2021 Premium	101.203.2031600	272.00
NATURE CALLS, INC.	27062	03/30/2021	February 2021	101.44.6000.451.40065	480.00
NEWMAN SIGNS INC	TRFINV029060	03/23/2021	Traffic	101.43.5200.443.60016	23.94
NFPA	03/23/2021	03/23/2021	Jeff Membership	101.42.4200.423.50070	175.00
NFPA	03/23/2021B	03/23/2021	Judy Membership	101.42.4200.423.50070	175.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA, P.C.	103334677	03/23/2021	Preemployment	101.41.1100.413.30700	141.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA, P.C.	103342883	04/06/2021	Physical	101.41.1100.413.30700	121.50
PERA	INV0112231	03/26/2021	PERA COORDINATED PLAN	101.203.2030600	40,941.28
PERA	INV0112232	03/26/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,149.32
PERA	INV0112233	03/26/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0112234	03/26/2021	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	21.92
PERA	INV0112235	03/26/2021	PERA POLICE & FIRE PLAN	101.203.2030600	21,276.37
PERA	INV0112236	03/26/2021	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	31,914.55
PIONEER PRESS	0221572521	04/06/2021	February 2021	101.45.3000.419.50025	217.80
PIONEER PRESS	0221572521	04/06/2021	February 2021	101.45.3200.419.50025	35.10
PRO-TECH DESIGN INC.	100175	03/23/2021	EXACQ	101.47.1400.413.40035	2,443.52
PRO-TECH DESIGN INC.	100237	03/23/2021	Door controller login issues	101.47.1400.413.30700	306.00
RENEE DUBS ELLENA	20-4993	03/30/2021	COVID19 Response Handouts	101.41.1300.413.30700	455.00
SENSIBLE LAND USE COALITION	00873	04/06/2021	Membership	101.45.3000.419.50080	15.00
SENSIBLE LAND USE COALITION	00873	04/06/2021	Membership	101.45.3200.419.50080	15.00
SHORT ELLIOTT HENDRICKSON, INC.	401772	03/23/2021	INVER 2020 Bridge Inspections	101.43.5100.442.30300	750.32
SHRED-IT	8181647122	03/30/2021	Current Charges	101.42.4000.421.30700	145.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1993520	03/23/2021	Retiree - Administration Fees	101.42.4000.421.30550	44.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.41.1100.413.30550	18.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.41.2000.415.30550	40.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.42.4000.421.30550	242.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.43.5100.442.30550	47.78
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.44.6000.451.30550	46.30
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.45.3000.419.30550	17.43
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.45.3200.419.30550	7.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.45.3300.419.30550	32.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	101.47.1400.413.30550	37.10
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.41.1100.413.30700	1,200.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.41.2000.415.30550	43.71
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.42.4000.421.30550	35.33
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.43.5100.442.30550	9.51
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.44.6000.451.30550	8.66
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	101.45.3200.419.30550	12.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.41.1100.413.30550	4.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.41.1300.413.30550	4.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.41.2000.415.30550	7.77
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.42.4000.421.30550	38.25
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.42.4200.423.30550	4.49
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.43.5000.441.30550	2.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.43.5100.442.30550	10.09
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.43.5200.443.30550	4.48
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.44.6000.451.30550	5.80
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.45.3000.419.30550	2.03
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	101.45.3300.419.30550	4.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.41.1100.413.30550	18.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.41.2000.415.30550	84.11
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.42.4000.421.30550	278.23
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.43.5100.442.30550	57.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.44.6000.451.30550	54.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.45.3000.419.30550	17.43
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.45.3300.419.30550	32.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	101.47.1400.413.30550	37.10
TEXAS STATE DISBURSEMENT UNIT	INV0112217	03/26/2021	CASE #0012022247	101.203.2032100	401.13
TYLER TECHNOLOGIES, INC	025-327610	04/06/2021	Monthly Fees	101.47.1400.413.40035	438.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	0900612446	03/23/2021	Clothing/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900612446	03/23/2021	Clothing/Uniforms	101.44.6000.451.60045	17.94
UNIFIRST CORPORATION	0900613731	03/30/2021	Clothing/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900613731	03/30/2021	Clothing/Uniforms	101.44.6000.451.60045	17.94
US POSTMASTER - EAGAN	03/18/2021	03/23/2021	April - June 2021	101.41.1100.413.50035	2,525.00
VERIFIED CREDENTIALS, INC.	316641	04/06/2021	March Background Screening	101.41.1100.413.30700	961.50
VERIFIED CREDENTIALS, INC.	316647	04/06/2021	March Background Screening	101.41.1100.413.30700	137.75
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0111884	03/12/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0112222	03/26/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WILLHITE, JOHNATHAN	03/30/2021	03/30/2021	EMT Class Reimbursement	101.42.4200.423.50080	809.88
WSB & ASSOCIATES, INC.	R-017515-000-2	03/30/2021	MnDNR Outdoor Rec Application Assista	101.44.6000.451.30700	2,535.00
Fund: 101 - GENERAL FUND					528,047.64
RAHMAN, ARIF	04/01/2021	04/06/2021	Cancelled due to family death	204.207.2070300	10.65
RAHMAN, ARIF	04/01/2021	04/06/2021	Cancelled due to family death	204.44.0000.3471000	149.35
STEVENS, MARY	03/09/2021	04/06/2021	Partial Refund for Lot Size Changes	204.207.2070300	0.13
STEVENS, MARY	03/09/2021	04/06/2021	Partial Refund for Lot Size Changes	204.44.0000.3471000	1.87
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	204.44.6100.452.30550	15.38
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	204.44.6100.452.30550	9.32
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	204.44.6100.452.30550	3.66
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	204.44.6100.452.30550	24.70
Fund: 204 - RECREATION FUND					215.06
HUEBSCH SERVICES	20063281	03/23/2021	Mats	205.44.6200.453.40040	67.15
HUEBSCH SERVICES	20063281	03/23/2021	Mats	205.44.6200.453.40040	268.62
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	205.44.6200.453.60040	112.88
LVC COMPANIES, INC.	54352	03/30/2021	Time and Materials	205.44.6200.453.40040	1,846.79
NORTHERN STATES POWER COMPANY	04/05/2021	04/06/2021	Meter Replacement - 8055 Barbara Aven	205.44.6200.453.40020	878.66
NORTHERN STATES POWER COMPANY	04/05/2021	04/06/2021	Meter Replacement - 8055 Barbara Aven	205.44.6200.453.40020	878.65
OLIPHANT, BOBBIE	1/20/2021	03/30/2021	Refund for unused punches on pass for c	205.207.2070300	0.53
OLIPHANT, BOBBIE	1/20/2021	03/30/2021	Refund for unused punches on pass for c	205.44.0000.3496501	7.47
PRUNTY, CATHIE	03/31/2021	04/06/2021	Member Refund for Open Swim	205.207.2070300	0.50
PRUNTY, CATHIE	03/31/2021	04/06/2021	Member Refund for Open Swim	205.44.0000.3490200	7.00
PRUNTY, ROBERT	03/31/2021	04/06/2021	Member Refund for Open Swim	205.207.2070300	0.50
PRUNTY, ROBERT	03/31/2021	04/06/2021	Member Refund for Open Swim	205.44.0000.3490200	7.00
SHRED-N-GO, INC.	115206	03/23/2021	Veterans Memorial Community Center	205.44.6200.453.40025	24.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	205.44.6200.453.30550	13.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	205.44.6200.453.30550	39.81
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	205.44.6200.453.30550	13.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	205.44.6200.453.30550	3.78
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	205.44.6200.453.30550	9.06
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	205.44.6200.453.30550	1.13
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	205.44.6200.453.30550	1.12
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	205.44.6200.453.30550	13.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	205.44.6200.453.30550	13.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	205.44.6200.453.30550	43.59
Fund: 205 - COMMUNITY CENTER					4,260.40
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Economic Developmen	02/28/2021	Legal	290.45.3000.419.30420	84.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	290.45.3000.419.30550	0.77
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	290.45.3000.419.30550	0.22
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					85.76
HOISINGTON KOEGLER GROUP INC.	020-057-3	03/30/2021	IGH NW AREA/ Peltier Park Design	402.44.6000.451.30700	4,560.00
LEVANDER, GILLEN & MILLER P.A.	81000.11 02/28/2021 James Peltier Propo	02/28/2021	Legal	402.44.6000.451.30420	132.00
WSB & ASSOCIATES, INC.	R-01668-000-6	03/30/2021	2020 HVP Phase 3 Improvements	402.44.6000.451.30700	1,135.00
Fund: 402 - PARK ACQ. & DEV. FUND					5,827.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 SMART Center Sale of	02/28/2021	Legal	434.42.4200.423.30420	908.00
PRO-TECH DESIGN INC.	100161	03/23/2021	22934 - Addtl Lenel Client License -Setup	434.42.4200.423.30700	3,475.00
Fund: 434 - 2014 IMPROVEMENT FUND					4,383.00
KIMLEY-HORN & ASSOCIATES, INC.	18340673	03/23/2021	Labor & Expenses	436.73.5900.736.30300	2,019.30
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #1613 - Impr Project (C	02/28/2021	Legal	436.73.5900.736.30420	470.50
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #1617 Impr Proj (117th	02/28/2021	Legal	436.73.5900.736.30420	216.00
Fund: 436 - 2016 IMPROVEMENT FUND					2,705.80
UNION PACIFIC RAILROAD	90105672	03/30/2021	Albert Lea Sub IGH M Preliminary Engine	439.73.5900.739.30700	254.87
Fund: 439 - 2019 IMPROVEMENT FUND					254.87
BARR ENGINEERING COMPANY	23191446.00-7	03/23/2021	Old Village Drainage Study	440.74.5900.740.30300	1,240.25
BARR ENGINEERING COMPANY	23191446.00-7	03/23/2021	Old Village Drainage Study	440.74.5900.740.30300	1,240.25
BOLTON & MENK, INC.	0264996	03/23/2021	IGH Dawn Way Improvement	440.74.5900.740.30300	5,492.00
BOLTON & MENK, INC.	0264996	03/23/2021	IGH Dawn Way Improvement	440.74.5900.740.30300	5,492.00
KIMLEY-HORN & ASSOCIATES, INC.	18340672	03/23/2021	Labor & Expenses	440.74.5900.740.30300	8,556.48
KIMLEY-HORN & ASSOCIATES, INC.	18340677	03/23/2021	Labor & Expenses	440.74.5900.740.30300	18,297.16
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #1609F-Carleda Way F	02/28/2021	Legal	440.74.5900.740.30420	447.50
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #1809D - Atwater Path	02/28/2021	Legal	440.74.5900.740.30420	76.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #2009D Impr Proj (Del	02/28/2021	Legal	440.74.5900.740.30420	380.00
PIONEER PRESS	0221572521	04/06/2021	February 2021	440.74.5900.740.50025	66.60
PIONEER PRESS	0221572521	04/06/2021	February 2021	440.74.5900.740.50025	64.80
PIONEER PRESS	0221572521	04/06/2021	February 2021	440.74.5900.740.50025	299.25
PIONEER PRESS	0221572521	04/06/2021	February 2021	440.74.5900.740.50025	373.10
SHORT ELLIOTT HENDRICKSON, INC.	402013	03/23/2021	INVER Bryant Lane Area Imprv	440.74.5900.740.30300	3,834.97
Fund: 440 - PAVEMENT MANAGEMENT PROJ					45,860.36

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	441.74.5900.741.30300	5,709.50
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	441.74.5900.741.30300	4,698.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	441.74.5900.741.40020	310.19
KIMLEY-HORN & ASSOCIATES, INC.	18340678	03/23/2021	Labor & Expenses	441.74.5900.741.30300	723.46
LOWER MISSISSIPPI RIVER WMO	2021-01	03/23/2021	Dues for LMR Watershed Management C	441.74.5900.741.50070	48,265.05
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	441.74.5900.741.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	441.74.5900.741.30550	3.36
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	441.74.5900.741.30550	11.55
Fund: 441 - STORM WATER MANAGEMENT					59,732.66
BOLTON & MENK, INC.	0264994	03/23/2021	IGH 2021 Trunk Utility	446.74.5900.746.30300	2,261.00
HENNING PROFESSIONAL SERVICES, INC.	105-3	04/06/2021	Argenta 2021-01 Trunk Utilities	446.74.5900.746.30700	2,788.70
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #1724 - 65th & Hwy 3 I	02/28/2021	Legal	446.74.5900.746.30420	1,805.28
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #2101 Impr Proj (NWA	02/28/2021	Legal	446.74.5900.746.30420	961.50
WILLIAM NICHOLS	03/22/2021	03/23/2021	Permanent Easement	446.74.5900.746.80100	67,100.00
WSB & ASSOCIATES, INC.	R-012429-000-21	03/23/2021	TH 3 65th Street Improvements Construc	446.74.5900.746.30300	1,625.25
WSB & ASSOCIATES, INC.	R-014154-000-22	03/23/2021	65th Street and Utility Improvements	446.74.5900.746.30300	1,383.00
Fund: 446 - NW AREA					77,924.73
KIMLEY-HORN & ASSOCIATES, INC.	18340661	03/23/2021	Labor & Expenses	448.74.5900.748.30300	3,389.35
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 #2103 Impr Proj (NWA	02/28/2021	Legal	448.74.5900.748.30420	13.50
WENCK ASSOCIATES, INC.	12101503	03/23/2021	Canvas Pump Stations & Forcemains	448.74.5900.748.30300	14,754.75
Fund: 448 - NWA - STORM WATER					18,157.60
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Acquistion o f Brian Go	02/28/2021	Legal	449.45.3000.419.30420	1,356.00
Fund: 449 - COMMUNITY PROPERTY					1,356.00
BARR ENGINEERING COMPANY	23190218.00-293	03/30/2021	Progress on Environmental Technical As	451.75.5900.751.30700	4,739.50
DAKOTA CTY FINANCIAL SVCS	00040395	03/23/2021	Dakota County BroadBand	451.45.3000.419.60065	211.10
WEST ST. PAUL, CITY OF	2020-00000233	03/30/2021	3rd QTR 2020 Volunteer Coordinator	451.75.5900.751.10100	3,451.56
Fund: 451 - HOST COMMUNITY FUND					8,402.16
BARR ENGINEERING COMPANY	23191452.00-4	03/23/2021	T-8 Pond Outlet Replacement	470.77.5900.770.30300	1,306.00
Fund: 470 - 2020 IMPROVEMENT FUND					1,306.00
ARROW MOWER, INC.	69360	03/30/2021	Chain loop & Spark plug	501.50.7100.512.60040	58.08
CORE & MAIN LP	N684167	03/30/2021	Parts/Equipment	501.50.7100.512.40043	4,062.34
FRATTALONE COMPANIES INC	2103008	03/30/2021	X-1 1/2" Rocks	501.50.7100.512.40046	2,133.75
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	501.50.7100.512.40020	8,678.88
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	501.50.7100.512.40020	3,574.83
GOODIN COMPANY	02442865-00	03/30/2021	Supplies	501.50.7100.512.60016	155.00
GRAINGER	9845394957	03/30/2021	LED BULB, Medium Screw	501.50.7100.512.60016	40.73
GRAINGER	9846628619	03/30/2021	LED BULB, MEDIUM SCREW	501.50.7100.512.60016	40.73
MADISON NATIONAL LIFE INSURANCE COMPANY	1427407	03/23/2021	February 2021	501.50.7100.512.20630	(12.19)
MID CITY SERVICES, INC.	148979	03/30/2021	Dust Mats	501.50.7100.512.40040	55.20
O' REILLY AUTO PARTS	1767-133343	03/30/2021	GSK Material & Ultra Black	501.50.7100.512.60016	24.04
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	501.50.7100.512.30550	40.85
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	501.50.7100.512.30550	8.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	501.50.7100.512.30550	40.85
Fund: 501 - WATER UTILITY FUND					18,901.16
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	502.51.7200.514.40020	200.64
MADISON NATIONAL LIFE INSURANCE COMPANY	1427407	03/23/2021	February 2021	502.51.7200.514.20630	(12.19)
METROPOLITAN COUNCIL	0001121155	03/23/2021	Waste Water Services Def Rev	502.51.7200.514.40015	162,719.73
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	502.51.7200.514.30550	24.61
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	502.51.7200.514.30550	5.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	502.51.7200.514.30550	24.61
Fund: 502 - SEWER UTILITY FUND					162,962.80
ARTISAN BEER COMPANY	3465941	04/06/2021	Beer	503.52.8300.524.76150	618.60
BREAKTHRU BEVERAGE MINNESOTA	338958942	04/06/2021	Alcohol	503.52.8300.524.76150	658.65
CLEVELAND GOLF/SRIXON	6275699	03/23/2021	Golf Bags	503.52.8200.523.76250	183.54
CLEVELAND GOLF/SRIXON	6275699	03/23/2021	Golf Bags	503.52.8200.523.76350	244.60
COCA COLA BOTTLING COMPANY	3587208820	04/06/2021	Beverages	503.52.8300.524.76100	2,190.29
COLLEGE CITY BEVERAGE	682821	04/06/2021	Alcohol	503.52.8300.524.76150	840.40
COVERALL OF THE TWIN CITIES INC	1590006636	03/23/2021	Commercial Cleaning Services	503.52.8500.526.40040	399.13
COVERALL OF THE TWIN CITIES INC	1590006722	04/06/2021	Commercial Cleaning Services	503.52.8500.526.40040	1,124.81
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	503.52.8600.527.40020	35.18
JJ TAYLOR DIST. COMPANY OF MN	3180414	04/06/2021	Alcohol	503.52.8300.524.76150	821.20
M. AMUNDSON LLP	318456	04/06/2021	Candy	503.52.8300.524.76050	534.27
MADISON NATIONAL LIFE INSURANCE COMPANY	1427407	03/23/2021	February 2021	503.52.8000.521.20630	(32.62)
MTI DISTRIBUTING CO	1289175-00	03/23/2021	Spring - Extension	503.52.8600.527.40042	9.05
MTI DISTRIBUTING CO	1290371-00	03/23/2021	Coupler & Bed Knife	503.52.8600.527.40042	160.00
MTI DISTRIBUTING CO	1291672-00	03/23/2021	Parts/Equipment	503.52.8600.527.40042	577.98
MTI DISTRIBUTING CO	1292100-01	03/30/2021	Nozzle Sprayer	503.52.8600.527.40042	93.80
MTI DISTRIBUTING CO	1292651-00	03/30/2021	Parts/Equipment	503.52.8600.527.40042	740.54
NAPA OF INVER GROVE HEIGHTS	238198	03/23/2021	Battery & Core Deposit	503.52.8600.527.40042	121.59
PHILLIPS WINE & SPIRITS	6180941	04/06/2021	Liquor	503.52.8300.524.76150	480.40
PING	15567000	03/23/2021	Headwear	503.52.8200.523.76200	273.62
PING	15569993	03/23/2021	Headwear	503.52.8200.523.76350	95.84
PING	15577461	03/23/2021	Headwear	503.52.8200.523.76200	53.10
PING	15580697	03/23/2021	Golf Bags Hoofers	503.52.8200.523.76350	259.40
PING	15583744	03/23/2021	Golf Bags Hoofers	503.52.8200.523.76350	305.00
PING	15586320	03/30/2021	Headwear Runner Cap	503.52.8200.523.76200	53.10
PING	15596744	03/30/2021	Headwear Camelback Knit 193 Slate	503.52.8200.523.76200	45.99
PING	15599607	04/06/2021	Golf Bags	503.52.8200.523.76350	129.70
PING	15605515	04/06/2021	Headwear Boonie	503.52.8200.523.76200	73.08
SUPERIOR TURF SERVICES INC	564	03/30/2021	GC Accessories	503.52.8600.527.60050	1,900.31

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	503.52.8600.527.30550	21.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	503.52.8600.527.30550	2.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	503.52.8600.527.30550	21.70
US FOODSERVICE	4092677	04/06/2021	Consumables	503.52.8300.524.60065	234.17
US FOODSERVICE	4092677	04/06/2021	Consumables	503.52.8300.524.76050	1,762.95
US FOODSERVICE	4092677	04/06/2021	Consumables	503.52.8300.524.76100	74.70
US FOODSERVICE	4128260	04/06/2021	Supplies	503.52.8300.524.60065	90.63
US FOODSERVICE	4128260	04/06/2021	Supplies	503.52.8300.524.76100	173.33
WILSON SPORTING GOODS	4533769136	03/23/2021	Green Bay Golf Bag	503.52.8200.523.76350	101.07
YOONSOON OR CHULHO YOUN	03/17/2021	03/23/2021	Refund for 2 Memberships - moved out o	503.207.2070300	41.37
YOONSOON OR CHULHO YOUN	03/17/2021	03/23/2021	Refund for 2 Memberships - moved out o	503.52.0000.3483900	580.63
YOONSOON OR CHULHO YOUN	03/17/2021	03/23/2021	Refund for 2 Memberships - moved out o	503.52.0000.3483950	74.00
Fund: 503 - INVER WOOD GOLF COURSE					16,183.04
LEAGUE OF MN CITIES INS TRUST	02/04/2021B	03/23/2021	Workers Comp Agreement - WC 100426	602.00.2100.415.50009	301,456.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Emergency Manageme	02/28/2021	Legal	602.00.2100.415.30420	1,632.00
LVC COMPANIES, INC.	54113	03/30/2021	Time and Materials	602.00.2100.415.40048	1,120.00
MAVO SYSTEMS	78060	03/23/2021	Repair Duct Insulation	602.00.2100.415.40048	942.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	602.00.2100.415.30550	0.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	602.00.2100.415.30550	1.12
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	602.00.2100.415.30550	0.11
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	602.00.2100.415.30550	1.67
Fund: 602 - RISK MANAGEMENT					305,153.45
ABM EQUIPMENT & SUPPLY	0166666-IN	03/23/2021	Custom Repair Parts & Labor	603.00.5300.444.40041	2,787.30
FACTORY MOTOR PARTS COMPANY	1-6790347	03/23/2021	Lube Filter	603.00.5300.444.40041	18.16
FACTORY MOTOR PARTS COMPANY	1-6792532	03/23/2021	HYD Filter, Fuel Water Separator	603.00.5300.444.40041	54.61
FACTORY MOTOR PARTS COMPANY	1-6793569	03/23/2021	Filters & Radial Seal	603.00.5300.444.40041	111.16
FACTORY MOTOR PARTS COMPANY	75-402320	03/23/2021	Cartridge Fuel Filter	603.00.5300.444.40041	21.86
FACTORY MOTOR PARTS COMPANY	1-6794965	03/23/2021	Cartridge Fuel Filter	603.00.5300.444.40041	41.75
FERRELLGAS	1115102245	03/23/2021	Fuel	603.00.5300.444.40041	77.50
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12103	03/30/2021	January 2021	603.00.5300.444.40020	963.28
GRAINGER	9822348067	03/23/2021	Hose Reel	603.00.5300.444.40040	369.22
HANCO CORPORATION	561627	03/23/2021	Super Turf	603.00.5300.444.60014	122.60
INVER GROVE FORD	02/18/2021	03/23/2021	Electrical Repairs	603.00.5300.444.40041	179.99
INVER GROVE FORD	02/18/2021B	03/23/2021	Electrical Repair	603.00.5300.444.40041	179.99
INVER GROVE FORD	02/18/2021C	03/23/2021	Electrical Repair	603.00.5300.444.40041	179.99
INVER GROVE FORD	5297739	03/30/2021	Screen ASY	603.00.5300.444.40041	30.28
INVER GROVE FORD	5297986	03/30/2021	Shaft - Front Axle	603.00.5300.444.40041	106.70
INVER GROVE FORD	03/10/2021	03/30/2021	Parts & Labor	603.00.5300.444.40041	184.04
KIMBALL MIDWEST	8702311	03/30/2021	Connectors	603.00.5300.444.40041	292.20
KIMBALL MIDWEST	8731472	03/30/2021	Parts, supplies, equipment	603.00.5300.444.60012	203.89
KIMBALL MIDWEST	8734194	03/30/2021	Paint and Gloves	603.00.5300.444.60012	237.96
L.T.G. POWER EQUIPMENT	256679	03/30/2021	Blade Set 61 Deck	603.00.5300.444.40041	174.51
MACQUEEN EQUIPMENT INC	P03750	03/23/2021	Turbo Hoses	603.00.5300.444.40041	247.84
MANSFIELD OIL COMPANY	22249528	03/23/2021	Fuel	603.140.1450060	9,660.72
MID CITY SERVICES, INC.	149957	03/23/2021	Mats	603.00.5300.444.40065	71.00
NORTH AMERICAN TRAILER SALES	030004171975	03/23/2021	Marker Light Bar, Stainless	603.00.5300.444.40041	20.77
NORTH AMERICAN TRAILER SALES	030004172096	03/30/2021	5/16 x 20' Grade 70 Chain Assembly With	603.00.5300.444.40041	53.43
NORTH AMERICAN TRAILER SALES	030004172600	03/30/2021	Drain Valve 1/4" Thread	603.00.5300.444.40041	13.08
NORTH AMERICAN TRAILER SALES	030004172677	03/30/2021	Bushing 3/4" Pipe - 1/2" Thread	603.00.5300.444.40041	3.27
NUSS TRUCK AND EQUIPMENT	4027186	03/23/2021	Parts & Labor	603.00.5300.444.40041	3,566.59
NUSS TRUCK AND EQUIPMENT	4662730P	03/30/2021	Cap	603.00.5300.444.40041	5.69
O' REILLY AUTO PARTS	1767-133029	03/23/2021	Filter	603.140.1450050	139.74
O' REILLY AUTO PARTS	1767-133047	03/30/2021	Oil Filter	603.140.1450050	21.80
O' REILLY AUTO PARTS	1767-133068	03/30/2021	Battry Tendr	603.00.5300.444.40041	64.99
O' REILLY AUTO PARTS	1767-133497	03/23/2021	Battery	603.00.5300.444.40041	147.51
O' REILLY AUTO PARTS	1767-133546	03/30/2021	Micro-V Belt	603.00.5300.444.40041	18.38
O' REILLY AUTO PARTS	1767-133905	03/23/2021	MegaCrimp	603.140.1450050	56.06
O' REILLY AUTO PARTS	1767-134469	03/30/2021	Filters	603.00.5300.444.40041	46.07
O' REILLY AUTO PARTS	1767-134470	03/30/2021	Respirator	603.00.5300.444.60012	41.40
O' REILLY AUTO PARTS	1767-134493	03/30/2021	Fuel Filter	603.00.5300.444.40041	4.48
O' REILLY AUTO PARTS	1767-134495	03/30/2021	16ozMotorTrt	603.00.5300.444.60012	17.98
O' REILLY AUTO PARTS	1767-134542	03/30/2021	Battery	603.00.5300.444.40041	147.51
O' REILLY AUTO PARTS	1767-134633	03/30/2021	Micro-V Belt	603.00.5300.444.40041	22.92
O' REILLY AUTO PARTS	1767-134660	03/30/2021	Connector	603.140.1450050	21.98
O' REILLY AUTO PARTS	1767-134662	03/30/2021	Oil Filter	603.140.1450050	29.92
O' REILLY AUTO PARTS	1767-135905	03/30/2021	Disc Pad Set & Brake Rotor	603.00.5300.444.40041	197.47
O' REILLY AUTO PARTS	1767-135940	03/30/2021	HUB Assembly	603.00.5300.444.40041	208.77
O' REILLY AUTO PARTS	1767-136031	03/30/2021	Tread Gage	603.00.5300.444.60040	6.29
O' REILLY AUTO PARTS	1767-136156	03/30/2021	GL-Wiper FLD	603.00.5300.444.60012	27.48
O' REILLY AUTO PARTS	1767-136621	03/30/2021	Oil Filter	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-134897	03/29/2021	Micro-V Belt	603.00.5300.444.40041	(18.38)
O' REILLY AUTO PARTS	1767-136165	03/30/2021	Filters	603.00.5300.444.40041	(46.07)
POMP'S TIRE SERVICE, INC.	980078014	03/30/2021	Tire Services	603.00.5300.444.60014	824.00
POMP'S TIRE SERVICE, INC.	980078146	03/30/2021	Transforc AT2 OWL	603.00.5300.444.60014	519.08
POMP'S TIRE SERVICE, INC.	210520448	03/30/2021	Tire Services	603.00.5300.444.40041	604.00
POMP'S TIRE SERVICE, INC.	980078354	03/30/2021	Towmax Vanguard	603.00.5300.444.60014	270.00
SNAP-ON INDUSTRIAL	ARV/47272396	03/30/2021	Ratcheting Hose Clamp Pliers	603.00.5300.444.60040	103.60
SNAP-ON INDUSTRIAL	ARV/47275144	03/30/2021	4PC Striking Prybar Set	603.00.5300.444.60040	122.60
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	603.00.5300.444.30550	9.44
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	603.00.5300.444.30550	2.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	603.00.5300.444.30550	9.44
TITAN MACHINERY	15233148 GP	03/23/2021	Cylinder, Hood Positioner	603.00.5300.444.40041	125.84

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TOTAL TOOL SUPPLY, INC	01449353	03/30/2021	Adjustable Leg & Beam	603.00.5300.444.40041	2,595.11
TOWMASTER TRAILERS INC	436570	03/23/2021	ASY Jack Sander	603.00.5300.444.40041	1,869.99
TOWMASTER TRAILERS INC	437287	03/30/2021	Plate Chain & Chain Left Wheel	603.00.5300.444.40041	316.70
TRI-STATE BOBCAT INC.	P51118	03/30/2021	Tensioner Drive, Belt, Freight	603.00.5300.444.40041	296.74
TRI-STATE BOBCAT INC.	P51589	03/23/2021	Cabin Air Filt	603.00.5300.444.40041	64.92
TRI-STATE BOBCAT INC.	P51883	03/30/2021	Belt, Wheel, Screw	603.00.5300.444.40041	230.74
TRI-STATE BOBCAT INC.	W92249	03/30/2021	Parts & Labor	603.00.5300.444.40041	119.01
TRI-STATE BOBCAT INC.	P52025	03/30/2021	Cuppler, Hose	603.00.5300.444.40041	222.22
UNIFIRST CORPORATION	0900612446	03/23/2021	Clothing/Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900612446	03/23/2021	Clothing/Uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	0900613731	03/30/2021	Clothing/Uniforms	603.00.5300.444.40065	130.75
UNIFIRST CORPORATION	0900613731	03/30/2021	Clothing/Uniforms	603.00.5300.444.60045	21.14
WORLD FUEL SERVICES	223472332965-41801	03/30/2021	CRB MULTI	603.140.1450050	699.29
WORLD FUEL SERVICES	223822278741-41801	03/30/2021	Kendall GT-1 HP	603.140.1450050	104.44
ZIEGLER INC	IN000021082	03/30/2021	Bearing, Univ Joint A	603.00.5300.444.40041	304.78
ZIEGLER INC	IN000022563	03/30/2021	Bolts	603.00.5300.444.40041	4.54
Fund: 603 - CENTRAL EQUIPMENT					30,880.58
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	604.00.2200.416.60010	641.64
INNOVATIVE OFFICE SOLUTIONS	SUM-059918	03/23/2021	February 2021	604.00.2200.416.60010	13.74
QUADIENT, INC.	N8794289	03/30/2021	Postage Machine Lease	604.00.2200.416.40044	825.00
Fund: 604 - CENTRAL STORES					1,480.38
HUEBSCH SERVICES	20060560	03/23/2021	Mats	605.00.7500.460.40065	163.53
J H LARSON CO	S102448848.001	03/30/2021	28W 45-1/4" T5 Pentron Fluorescent	605.00.7500.460.60016	139.20
LVC COMPANIES, INC.	54987	03/30/2021	Annual Monitoring - Fire Alarm	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	54988	03/30/2021	Annual Monitoring - Fire Alarm	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	54989	03/30/2021	Annual Monitoring - Fire Alarm	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	54990	03/30/2021	Annual Monitoring - Fire Alarm	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	54991	03/30/2021	Annual Monitoring - Fire Alarm	605.00.7500.460.50055	380.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1981187	02/27/2021	Payroll	605.00.7500.460.30550	14.78
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1984173	03/01/2021	Payroll	605.00.7500.460.30550	0.66
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	605.00.7500.460.30550	0.55
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1999658	03/27/2021	Payroll	605.00.7500.460.30550	15.44
TWIN CITY HARDWARE	PSI2029936	03/23/2021	Tools? & Labor	605.00.7500.460.40040	1,300.00
Fund: 605 - CITY FACILITIES					3,534.16
BAYCOM INC	EQUIPINV_027854	04/06/2021	Hardware	606.00.1400.413.80610	6,387.00
BAYCOM INC	EQUIPINV_028975	04/06/2021	Power Supply	606.00.1400.413.80610	456.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1988078	03/11/2021	Payroll	606.00.1400.413.30550	6.75
Fund: 606 - TECHNOLOGY FUND					6,849.75
ALLIANT VENTURES, LLC.	04/06/2021	04/06/2021	Escrow Release	702.229.2290503	5,257.95
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	702.229.2289403	28.00
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	702.229.2289403	28.00
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	702.229.2293903	28.00
BARR ENGINEERING COMPANY	23190328.20-13	03/23/2021	Project Reviews and Studies	702.229.2295703	126.00
BARR ENGINEERING COMPANY	23190328.21-1	03/23/2021	Project Reviews and Studies	702.229.2293603	2,654.00
BOLTON & MENK, INC.	0264997	03/23/2021	Trunk Sewer Review	702.229.2291103	3,287.50
BOLTON & MENK, INC.	0265369	03/23/2021	IGH Settler's Ridge Development	702.229.2284803	3,330.00
CENTER CITY HOUSING CORPORATION	04/06/2021	04/06/2021	Escrow Release	702.229.2284903	6,584.17
FRENCH, ADAMS	04/05/2021	04/06/2021	Escrow Release	702.229.2285902	3,184.87
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Babcock Trail Trust	02/28/2021	Legal	702.229.2292603	343.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Canvas at Inver Grove	02/28/2021	Legal	702.229.2291103	4,039.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Caribou Drive-Thru	02/28/2021	Legal	702.229.2294103	101.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Eagle's Landing Plat	02/28/2021	Legal	702.229.2293903	114.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Fortistar RNG Expansio	02/28/2021	Legal	702.229.2295703	3,743.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Inverpoint / United Proj	02/28/2021	Legal	702.229.2282100	2,464.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Prairie Estates Develop	02/28/2021	Legal	702.229.2296403	776.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Ruby Meadows Plat	02/28/2021	Legal	702.229.2290903	333.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Scenic Hills - Hampton	02/28/2021	Legal	702.229.2282003	627.00
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Settlers Ridge North (V	02/28/2021	Legal	702.229.2282003	123.50
LEVANDER, GILLEN & MILLER P.A.	81000 02/28/2021 Steely Jay Williams Fo	02/28/2021	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000.14 02/28/2021 Scenic Hills - Hamp	02/28/2021	Legal	702.229.2292502	220.00
PIONEER PRESS	0221572521	04/06/2021	February 2021	702.229.2295603	32.40
PIONEER PRESS	0221572521	04/06/2021	February 2021	702.229.2295803	32.40
PIONEER PRESS	0221572521	04/06/2021	February 2021	702.229.2296803	33.30
SAFETY SIGNS	210819	03/23/2021	Traffic Signs	702.229.2291502	2,800.00
WENCK ASSOCIATES, INC.	12101502	03/23/2021	Robert Trail Properties Stormwater Revie	702.229.2291103	600.00
WSB & ASSOCIATES, INC.	R-017593-000-1	03/23/2021	Peltier Site Review	702.229.2296703	2,275.50
Fund: 702 - ESCROW FUND					43,173.59
Grand Total					1,347,637.95

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Seasonal/Temporary Employment:

Billy Wilmes, Golf Course Laborer
Connor Hartley, Golf Course Outside Services
Dale Runkle, Golf Course Ranger
Daryl Swenson, Golf Course Laborer
David Molitor, Golf Course Ranger
Dylan Hanzel, Golf Course Outside Services
Finn Olson, Golf Course Outside Services
Jack Peterson, Golf Course Outside Services
Jeff Lengsfeld, Golf Course Laborer
Jeffrey Matuska, Golf Course Laborer
Jeremy Keilback, Golf Course Laborer
Jerry Fechner, Golf Course Ranger
John Fisher, Golf Course Concessionaire
Jon Lessard, Golf Course Ranger
Joseph Kordosky, Golf Course Ranger
Katherine Beekman, Golf Course Laborer
Leighton Olson, Golf Course Outside Services
Lyle Knutson, Golf Course Concessionaire
Madelyn Holman, Golf Course Outside Services
Matthew Kuefler, Golf Course Outside Services
Max Neitz, Golf Course Laborer
Mitchell Montgomery, Fitness Worker
Paul Garcia, Golf Course Ranger

Paul Sherburne, Golf Course Concessionaire
Rena Valenty, Golf Course Concessionaire
Robert Cocchiarella, Golf Course Laborer
Robert Dunn, Golf Course Concessionaire
Ryan Haala, Youth Tennis Instructor
Samuel Hosszu, Golf Course Laborer
Shane Peterson, Golf Course Concessionaire
Steven Kron, Golf Course Laborer
Timothy Fronk, Golf Course Laborer
Travia Conoryea, Golf Course Laborer
Trevor Ball, Golf Course Laborer

Voluntary Resignations, Retirements and/or Terminations:

Anne Bester-Gullerud, Paid On-call Firefighter
Menuchah Greenwald, Skate Attendant
Nora Larson, Child Care Worker

**Request for Council Action**

TITLE: Approve Resolution Authorizing Appropriate City Officials to Execute a Consulting Services Agreement with Madden, Galanter, Hansen, LLP, for Labor and Employment Law Services

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Heather Rand, Interim CA	Budget amendment requested	
Prepared by:	Heather Rand, Janet Shefchik, HR Mgr	FTE included in current complement	
Reviewed by:	Heather Rand, Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a resolution authorizing appropriate city officials to execute a consulting services agreement with Madden, Galanter, Hansen, LLP, Attorneys at Law so that they may be called upon to provide advice and representation as needed to the city in labor contract negotiations and employment law matters. The contract is for a one (1) year period, and may be terminated by either party with 90 day notice.

SUMMARY:

From time to time, the city of Inver Grove Heights has need of legal advice and assistance with labor negotiations and employment law legal advice and representation. Specifically, the city has just commenced labor contract negotiations with a new labor union the International Association of Firefighters (IAFF) and it is wise to seek legal representation from an attorney(s) with specific and current experience representing municipalities when negotiating with IAFF and other labor unions. The League of Mn Cities and the city attorney's office recommend the Bloomington, Mn located law firm of Madden, Galanter, Hansen (MGH) for this specific legal work. The interim city administrator consulted with the firm and negotiated the terms of a one (1) year Consulting Services Agreement as now presented to the IGH city council for approval. MGH has the necessary experience and knowledge to well advise the city on employment law and contract negotiation issues the city attorney's office does not specialize in. The contracted service hourly fees as proposed, are also found to be reasonable. The funding for such contracted services is provided in the 2021 Administration Department Professional Services budget. For all these reasons, the Interim City Administrator and Human Resources manager recommend approval of the consulting services agreement with MGH as proposed.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING APPROPRIATE CITY OFFICIALS TO EXECUTE A
CONSULTING SERVICES AGREEMENT WITH MADDEN, GALANTER, HANSEN, LLP FOR
LABOR AND EMPLOYMENT LAW SERVICES**

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions on a as needed basis, best fulfills its obligations with respect to labor negotiations; and

WHEREAS, the City may need legal advice on complex labor and employment related issues in the future; and

WHEREAS, Madden, Galanter, Hansen, LLP, Attorney's at Law are found to have the credentials and experience necessary to assist the city with labor and employment law legal representations.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the attached consulting services agreement with Madden, Galanter, Hansen Attorneys at Law, the Inver Grove Heights City Council approves such agreement and authorizes appropriate city officials to execute said agreement with such terms in effect through March 31, 2022.

Adopted by the City Council of Inver Grove Heights on this 12th day of April, 2021.

Ayes:

Nays:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Inver Grove Heights, hereinafter referred to as "City" and Madden Galanter Hansen, LLP, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations; and

WHEREAS, the City may need legal advice on complex labor and employment related issues in the future.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

As requested and directed by the City Administrator, their designee, or the Human Resources Manager, provide legal advice and assistance regarding labor relations and complex personnel matters, including:

1. Representation, with the labor negotiating team, in labor negotiations including:
 - a. Assistance in developing/drafting initial contract language and terms;
 - b. Analysis of existing contract language for administrative and legal implications and offer recommendations regarding the same;
 - c. Preparation of management negotiations strategy;
 - d. Management spokesperson for "at the table" labor negotiations;

- e. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - f. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Council information and action as necessary or as requested.
- 2. Representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
 - 3. Representation of the City in unit determination hearings.
 - 4. Provide legal representation and advice to the City related to labor relations advice, including proposed union contract terms, personnel matters, and data practices issues on an ongoing, as-needed basis, and communicate and coordinate efforts with the City Attorney's Office, as directed by Management.

B. Consideration and Terms of Payment

- 1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, including negotiations other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$200.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$210.00 per hour.
- 2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
- 3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing April 1, 2021 through March 31, 2022. The contract may also be terminated by either party after giving ninety (90) days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times during the term of this Agreement, general, professional, and auto liability policies on an occurrence basis, including lawyer's professional liability insurance with a coverage amount of not less than \$2 million dollars (\$2,000,000.00) per claim, \$5 million dollars (\$5,000,000.00) aggregate. Consultant shall provide the City with a copy of the Certificate of Insurance showing all of the coverages carried by Consultant upon request by the City. Except as required above, all such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. Data Practices

The City may disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to

abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant 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.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Inver Grove Heights

Dated:_____

By: _____
Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

Madden Galanter Hansen, LLP

Dated:_____

By: _____
Susan K. Hansen
Its Partner

**Request for Council Action**

TITLE: Approve Collective Bargaining Agreements with IOUE Local 70, and AFSCME Local 1065 Council 5, for 2021 and 2022

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	4/12/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve negotiated Collective Bargaining Agreements with the International Union of Operating Engineers (IUOE), Local 70, and the American Federation of State, County, and Municipal Employees (AFSCME) Local 1065, Council 5, for the period of January 1, 2021 to December 31, 2022

SUMMARY:

The City currently has five collective bargaining units. Contracts with its 2 Law Enforcement unions were previously approved by Council in January. Of the 3 unions remaining, staff recently completed negotiations with the IUOE (maintenance), and AFSCME (certain clerical, technical, and professional) unions, and are currently seeking Council approval for the contract terms with these groups. The City has also begun negotiations with the International Association of Fire Fighters (IAFF), but expects the process of creating an original agreement with this newly formed unit to take time. We hope to bring the terms of that agreement forward within the coming months.

As required by law, the City entered into good faith bargaining with IUOE and AFSCME, to negotiate contracts to replace those ending on 12/31/2020. As a result of a series of negotiations with each bargaining unit, the City has reached final agreement with both represented groups for increases to the wage structures of 2.5% in 2021 and 2.75% in 2022, and an annual clothing/safety boot allowance of \$275 for

applicable positions. As there were no negotiated adjustments to the City's previously approved 2021 and 2022 health insurance contributions, they remain unchanged.

In addition to the wage and clothing allowance adjustments, there were changes made to the language of the AFSCME contract to clarify processes on layoff, jury duty, seniority, and the orientation (probationary) period. Additionally, the Police Laborer position was added to the 10-step wage scale of the contract, and the incumbent was placed on the new pay scale.

The most significant change to the IOUE contract was the addition of a 45 cent per hour Shift Differential for working from midnight to 6:00am from November 1 to May 1 of each year, such as is required for snow plowing. Previously there was no recognition for working these late night/early morning shifts. Time worked was generally paid at straight time or overtime only when their work hours exceeded 40 in a work week, such that there was no advantage for working during the middle of the night versus working daytime hours. This Shift Differential is similar to that which was previously approved for the Patrol Officers group and will take effect November 1, 2021. The City also agreed to wage adjustments for 3 Mechanic positions, consistent with the terms of the salary structure.

The funds to cover the increases for the upcoming year are included in the General Fund budget, which included an anticipated 2.5% cost of living increase. The 2022 increases will need to be calculated into the 2022 budget. The City and bargaining units believe these contracts to be mutually acceptable. Upon ratification by union vote, staff recommends Council approval of the negotiated agreement terms summarized herein, and requests the Mayor's signature on the resulting contracts.

**Request for Council Action**

TITLE: Resolution Approving Emergency Paid Sick Leave Program Extension through 2021

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	4/12/21	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Resolution Approving Extension of Emergency Paid Sick Leave Program through 2021

SUMMARY:

In April 2020, the City implemented the Emergency Paid Sick Leave program under the federal Families First Coronavirus Act (FFCRA). The program allowed employees up to 80 hours of paid sick time to quarantine due to confirmed exposure to COVID19, to care for themselves or family members who had contracted the virus, or to care for children whose school or daycare was closed due to the pandemic. The paid sick leave was effective in keeping employees from coming in to work who were sick or contagious, and thus helped prevent the spread of COVID19.

The FFCRA ended on 12/31/20, however, the incidence of COVID19 infection continued into 2021. Employees continued to request paid sick leave, but their forms are being held until a determination is made whether to extend the program beyond what was federally required. In terms of equity, it would not seem fair that an employee who became ill on 1/1/21, for example, would be treated differently than someone who contracted COVID19 in 2020. In addition, although the incidence of COVID19 is lessening, we continue to want employees who are sick or may be contagious to stay home. Therefore, the Department Heads and Human Resources are unanimous in recommending the continuation of the program for equity and safety reasons.

There is minimal cost to the City, as those benefited employees who have used other accruals to cover their absence will simply have them reinstated for use at a later date, and part-timers needing to request time off for previously scheduled shifts is infrequent. There may continue to be a nominal tax benefit to the City as well, and the City will monitor the new American Rescue Plan for implications with respect to City operations.

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

RESOLUTION NO.

RESOLUTION APPROVING EMERGENCY PAID SICK LEAVE THROUGH 2021

WHEREAS, the City of Inver Grove Heights adopted the Emergency Paid Sick Leave Program in 2020 in response to the Federal Families First Coronavirus Response Act (FFCRA) enacted during the COVID19 Pandemic; and

WHEREAS, it is the goal of the City to ensure the safety of its employees; and

WHEREAS, the Federal FFCRA ended 12/31/20 prior to the enactment of a replacement plan;
and

WHEREAS, the pandemic and its effects have not yet fully curtailed; and

WHEREAS, the City would like to be consistent in its application of programs and encourage employees to continue to quarantine as indicated in order to prevent the spread of COVID19.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights approves the extension of the Emergency Paid Sick Leave program through the calendar year 2021.

Passed by the City Council of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Resolution Approving Non-Union Compensation Plan and Wage Adjustments for 2021 and 2022

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	4/12/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Resolution Approving the 2021 and 2022 Compensation Plan and Wage Adjustments for Non-Union employees.

SUMMARY:

The City's classification system and compensation plan meets the compliance requirements of the Minnesota Pay Equity Act (471.991-.999) toward comparable pay for comparable work. The current plan was adopted by Council in May 2018, after the completion of a comprehensive market study and job evaluation process. The plan groups positions into ranges with other similarly rated positions. Using this plan, the City strives to maintain a favorable position to the marketplace from which we recruit, and to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions. Subsequent to the approval of the plan by Council, staff met with each of the City's bargaining units who agreed to adopt the new 10-step wage scales.

The City currently has five collective bargaining (union) groups: AFSCME Local 1065 (Clerical/Professional/Technical), IUOE Local 70 (Maintenance); LELS Local 84 (Patrol); LELS Local 189 (Sergeants), and IAFF (Fire). These contracts are negotiated with the bargaining groups and handled separately of the non-union group that is made up of unrepresented supervisory, confidential, and utility employees. The City historically has waited until the union groups have completed negotiations, and then followed suit with equivalent increases to the wage scales for

non-union employees. This ensures consistency between the represented and non-represented employee groups. In addition, the City's health insurance for non-union employees (and clothing allowance for those positions identified as requiring fieldwork) has historically mirrored that of the terms for the represented groups.

All of the unions with the exception of IAFF have come to tentative agreement with the City for a 2.5% cost of living increase for 2021, and 2.75% for 2022. As IAFF is a new union to the City, it is expected to take several months longer as a new union contract is developed. For this reason, staff is recommending moving forward with approval of wage adjustments for the non-union group at this time.

In the interest of maintaining equity, staff recommends that Council approve the attached resolution adopting the 2021 and 2022 wage scales for the Non-Union Compensation Plan as indicated herein, and authorize wage adjustments within the context of the approved plans. The funds to cover the wage increases and other terms are included in the General Fund budget for 2021, which anticipated a 2.5% cost of living increase. The 2022 increases will be calculated into the 2022 budget.

2021 Proposed Salary Ranges (final)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
32	\$77.44									\$98.39
31	\$73.14									\$92.95
30	\$69.18	\$71.18	\$73.20	\$75.20	\$77.20	\$79.21	\$81.22	\$83.22	\$85.23	\$87.90
29	\$65.52	\$67.42	\$69.32	\$71.22	\$73.12	\$75.02	\$76.93	\$78.82	\$80.73	\$83.25
28	\$62.08	\$63.90	\$65.70	\$67.51	\$69.31	\$71.10	\$72.91	\$74.70	\$76.51	\$78.89
27	\$58.97	\$60.67	\$62.38	\$64.09	\$65.82	\$67.52	\$69.24	\$70.95	\$72.64	\$74.93
26	\$56.05	\$57.68	\$59.31	\$60.93	\$62.57	\$64.19	\$65.82	\$67.43	\$69.05	\$71.22
25	\$53.33	\$54.88	\$56.42	\$57.97	\$59.52	\$61.07	\$62.62	\$64.17	\$65.71	\$67.76
24	\$50.84	\$52.33	\$53.79	\$55.27	\$56.74	\$58.22	\$59.70	\$61.17	\$62.65	\$64.62
23	\$48.51	\$49.93	\$51.33	\$52.74	\$54.14	\$55.56	\$56.96	\$58.36	\$59.78	\$61.63
22	\$46.37	\$47.71	\$49.05	\$50.40	\$51.74	\$53.11	\$54.45	\$55.79	\$57.13	\$58.91
21	\$44.39	\$45.68	\$46.97	\$48.26	\$49.55	\$50.83	\$52.12	\$53.41	\$54.69	\$56.41
20	\$42.57	\$43.79	\$45.03	\$46.27	\$47.50	\$48.74	\$49.98	\$51.21	\$52.44	\$54.08
19	\$40.86	\$42.04	\$43.22	\$44.41	\$45.60	\$46.78	\$47.97	\$49.16	\$50.34	\$51.92
18	\$38.48	\$39.60	\$40.71	\$41.83	\$42.95	\$44.05	\$45.17	\$46.29	\$47.41	\$48.52
17	\$36.50	\$37.56	\$38.62	\$39.68	\$40.73	\$41.80	\$42.86	\$43.91	\$44.97	\$46.03
16	\$34.69	\$35.68	\$36.68	\$37.70	\$38.70	\$39.72	\$40.71	\$41.73	\$42.72	\$43.74
15	\$32.99	\$33.95	\$34.90	\$35.86	\$36.82	\$37.78	\$38.73	\$39.70	\$40.65	\$41.60
14	\$31.44	\$32.35	\$33.26	\$34.17	\$35.09	\$35.99	\$36.91	\$37.81	\$38.72	\$39.64
13	\$30.00	\$30.87	\$31.74	\$32.63	\$33.49	\$34.36	\$35.23	\$36.11	\$36.97	\$37.84
12	\$28.64	\$29.48	\$30.31	\$31.13	\$31.97	\$32.80	\$33.63	\$34.46	\$35.28	\$36.13
11	\$27.41	\$28.21	\$29.00	\$29.81	\$30.60	\$31.39	\$32.19	\$32.98	\$33.77	\$34.57
10	\$26.28	\$27.04	\$27.80	\$28.56	\$29.32	\$30.07	\$30.85	\$31.61	\$32.37	\$33.14
9	\$25.20	\$25.94	\$26.67	\$27.40	\$28.13	\$28.85	\$29.59	\$30.32	\$31.06	\$31.79
8	\$24.23	\$24.93	\$25.64	\$26.34	\$27.05	\$27.75	\$28.44	\$29.15	\$29.86	\$30.56
7	\$23.32	\$24.00	\$24.68	\$25.35	\$26.02	\$26.71	\$27.38	\$28.05	\$28.74	\$29.42
6	\$22.48	\$23.13	\$23.78	\$24.43	\$25.09	\$25.74	\$26.39	\$27.05	\$27.70	\$28.35
5	\$21.70	\$22.32	\$22.95	\$23.59	\$24.21	\$24.85	\$25.47	\$26.11	\$26.74	\$27.37
4	\$20.95	\$21.56	\$22.17	\$22.79	\$23.38	\$24.00	\$24.60	\$25.22	\$25.81	\$26.42
3	\$20.31	\$20.89	\$21.47	\$22.08	\$22.65	\$23.25	\$23.83	\$24.43	\$25.01	\$25.60
2	\$19.69	\$20.25	\$20.83	\$21.40	\$21.97	\$22.54	\$23.12	\$23.68	\$24.25	\$24.84

Exceeds MN Governor's Salary Cap (\$180,927/yr.)

2022 Proposed Salary Ranges (final)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
32	\$79.57									<i>\$101.10</i>
31	\$75.15									<i>\$95.51</i>
30	\$71.08	\$73.14	\$75.21	\$77.27	\$79.32	\$81.39	\$83.45	\$85.51	\$87.57	<i>\$90.32</i>
29	\$67.32	\$69.27	\$71.23	\$73.18	\$75.13	\$77.08	\$79.05	\$80.99	\$82.95	\$85.54
28	\$63.79	\$65.66	\$67.51	\$69.37	\$71.22	\$73.06	\$74.92	\$76.75	\$78.61	\$81.06
27	\$60.59	\$62.34	\$64.10	\$65.85	\$67.63	\$69.38	\$71.14	\$72.90	\$74.64	\$76.99
26	\$57.59	\$59.27	\$60.94	\$62.61	\$64.29	\$65.96	\$67.63	\$69.28	\$70.95	\$73.18
25	\$54.80	\$56.39	\$57.97	\$59.56	\$61.16	\$62.75	\$64.34	\$65.93	\$67.52	\$69.62
24	\$52.24	\$53.77	\$55.27	\$56.79	\$58.30	\$59.82	\$61.34	\$62.85	\$64.37	\$66.40
23	\$49.84	\$51.30	\$52.74	\$54.19	\$55.63	\$57.09	\$58.53	\$59.96	\$61.42	\$63.32
22	\$47.65	\$49.02	\$50.40	\$51.79	\$53.16	\$54.57	\$55.95	\$57.32	\$58.70	\$60.53
21	\$45.61	\$46.94	\$48.26	\$49.59	\$50.91	\$52.23	\$53.55	\$54.88	\$56.19	\$57.96
20	\$43.74	\$44.99	\$46.27	\$47.54	\$48.81	\$50.08	\$51.35	\$52.62	\$53.88	\$55.57
19	\$41.98	\$43.20	\$44.41	\$45.63	\$46.85	\$48.07	\$49.29	\$50.51	\$51.72	\$53.35
18	\$39.54	\$40.68	\$41.83	\$42.98	\$44.13	\$45.27	\$46.41	\$47.56	\$48.71	\$49.86
17	\$37.50	\$38.59	\$39.68	\$40.77	\$41.85	\$42.95	\$44.03	\$45.12	\$46.20	\$47.30
16	\$35.64	\$36.66	\$37.69	\$38.74	\$39.76	\$40.81	\$41.83	\$42.88	\$43.89	\$44.94
15	\$33.90	\$34.88	\$35.86	\$36.85	\$37.83	\$38.82	\$39.80	\$40.79	\$41.77	\$42.75
14	\$32.30	\$33.24	\$34.17	\$35.11	\$36.05	\$36.98	\$37.93	\$38.85	\$39.78	\$40.73
13	\$30.83	\$31.72	\$32.62	\$33.52	\$34.41	\$35.30	\$36.20	\$37.10	\$37.99	\$38.88
12	\$29.43	\$30.29	\$31.14	\$31.99	\$32.85	\$33.70	\$34.55	\$35.41	\$36.25	\$37.12
11	\$28.16	\$28.98	\$29.79	\$30.63	\$31.44	\$32.25	\$33.07	\$33.89	\$34.70	\$35.52
10	\$27.00	\$27.78	\$28.56	\$29.35	\$30.13	\$30.90	\$31.70	\$32.48	\$33.26	\$34.05
9	\$25.89	\$26.66	\$27.40	\$28.15	\$28.90	\$29.65	\$30.41	\$31.15	\$31.91	\$32.66
8	\$24.90	\$25.61	\$26.34	\$27.07	\$27.79	\$28.51	\$29.23	\$29.95	\$30.68	\$31.40
7	\$23.96	\$24.66	\$25.36	\$26.05	\$26.74	\$27.44	\$28.13	\$28.82	\$29.53	\$30.23
6	\$23.10	\$23.77	\$24.43	\$25.10	\$25.78	\$26.45	\$27.12	\$27.79	\$28.46	\$29.13
5	\$22.30	\$22.94	\$23.58	\$24.23	\$24.88	\$25.53	\$26.17	\$26.82	\$27.48	\$28.12
4	\$21.53	\$22.15	\$22.78	\$23.42	\$24.02	\$24.66	\$25.28	\$25.91	\$26.52	\$27.15
3	\$20.87	\$21.46	\$22.06	\$22.69	\$23.27	\$23.89	\$24.49	\$25.10	\$25.70	\$26.30
2	\$20.23	\$20.81	\$21.40	\$21.99	\$22.57	\$23.16	\$23.76	\$24.33	\$24.92	\$25.52

Estimated to Exceed MN Governor's Salary Cap

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

RESOLUTION NO.

**RESOLUTION TO APPROVE THE 2021 AND 2022 NON-UNION COMPENSATION PLANS AND
AUTHORIZE WAGE ADJUSTMENTS**

WHEREAS, the City of Inver Grove Heights desires to attract, retain and recognize employees whose knowledge, skills and abilities make them viable candidates for City positions; and

WHEREAS, it is the goal of the City to compensate its employees fairly in accordance with both market and economic conditions, as well as meet its statutory obligations with respect to the Minnesota Pay Equity Act and comparable worth; and

WHEREAS, general wage adjustments of 2.5% in 2021 and of 2.75% in 2022 are seen as fair and equitable; and

WHEREAS, a clothing allowance of \$275 per year is consistent with the negotiated rates for positions requiring fieldwork, to purchase summer and winter safety boots, and other personal safety gear and/or replacement clothing.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby adopts the attached compensation plan wages for non-union employees as indicated in the attachments, effective January 1, 2021 to December 31, 2022; and authorizes staff to process cost of living and step adjustments within the context of the approved plans.

Passed by the City Council of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Consider acceptance of a \$1,000 donation from AMVETS to the Inver Grove Heights Fire Department.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Consider acceptance of a \$1,000 donation from AMVETS to the Inver Grove Heights Fire Department and direct it to the Supplies Other Fund.

SUMMARY:

AMVETS has regularly donated funds to support the IGH Fire Department. This year, they are donating \$1,000 to the IGH Fire Department to be applied toward equipment not presently budgeted. The Inver Grove Heights Fire Department would like to thank AMVETS for their generous donations over the years and their regular support of the Fire Department!

RESOLUTION NO. _____

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

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

WHEREAS, an AMVETS would like to donate \$1,000 to the City, which is to be used for IGH Fire Department needs; and

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

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

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of funds in the amount \$1,000 to be used for IGH Fire Department needs.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12th day of April 2021.

INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Consider acceptance of separate \$1,000 donations to the Fire Department and Police Department.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	X
Prepared by:	Judy Thill	FTE included in current complement	
Reviewed by:	Judy Thill, Fire Chief	New FTE requested - N/A	
	Melissa Chiodo, Police Chief	Other	

PURPOSE/ACTION REQUESTED:

Consider acceptance of a separate \$1,000.00 donation to the Inver Grove Heights Police Department and a \$1,000 donation to the Inver Grove Heights Fire Department, from a City resident who wishes to remain anonymous and direct those donations to the fire department's equipment fund and the police department's K-9 fund

SUMMARY:

April 2021, the Fire and Police departments received correspondence from an Inver Grove Heights resident who wishes to remain anonymous. Enclosed were two checks, one payable to the Fire Department and the other to the Police Department. Each check is in the amount of \$1,000.

The donor continues to express gratitude to the fire and police departments for their service to the community. The donor has suggested that the funds be used for departmental needs not otherwise funded.

Fire and Police Staff sincerely thank this resident for these generous donations!

RESOLUTION NO. _____

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

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

WHEREAS, an anonymous donor would like to donate \$1,000 to the City, which is to be used for IGH Police K-9 Fund; and

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

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

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of funds in the amount \$1,000 to be used for IGH Police K-9 Fund.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12^h day of April 2021.

INVER GROVE HEIGHTS

Tom Bartholomew

ATTEST:

Rebecca Kiernan, City Clerk

RESOLUTION NO. _____

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

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

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

WHEREAS, an anonymous donor would like to donate \$1,000 to the City, which is to be used for IGH Fire Department needs not budgeted; and

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

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

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of funds in the amount \$1,000 to be used for IGH Fire Department needs not budgeted.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 12^h day of April 2021.

INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE: CONSIDER APPROVAL OF REVISED DAKOTA COUNTY CRIMINAL JUSTICE NETWORK PROGRAM LEASE FOR PART OF 8150 BARBARA AVENUE, INVER GROVE HEIGHTS ("CJN LEASE")**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:		Amount included in current budget	
Contact:	City Attorney's Office	Budget amendment requested	
Prepared by:	Scott Lucas and Bridget Nason	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

At its March 22, 2021 meeting, the Council approved a lease with Dakota County for certain space within City Hall for the County's Criminal Justice Network Program. Following Council approval of that lease, the County requested the following revisions: 1) change monthly rent to annual rent; 2) add language related to potential future noise mitigation; 3) revise the required insurance language to permit the County to meet the insurance requirements through a self-insurance program; and 4) revise indemnification language to provide mirror-image indemnification requirements for Landlord and Tenant. These revisions have been reviewed and deemed acceptable, and the Council is asked to approve execution of the attached, revised lease.

SUMMARY:

Consider approval of attached resolution authorizing execution of revised CJN Lease.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. _____**

**A RESOLUTION AUTHORIZING EXECUTION OF REVISED LEASE BETWEEN
CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY**

WHEREAS, for several years, the City of Inver Grove Heights (City) has been leasing certain space located within City Hall to Dakota County for its Criminal Justice Network pursuant to a now-expired lease agreement; and

WHEREAS, the parties have determined that it is mutually beneficial for the City to enter into a new lease agreement for certain space located in a portion of City Hall formerly occupied by the Inver Grove Heights Fire Department on terms mutually agreeable to the City and the County.

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

1. The City Council authorizes the execution of the attached Revised Lease Agreement between the City and Dakota County for certain space located within City Hall for Dakota County's CJN Office.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 12th day of April, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT is made by and between the **City of Inver Grove Heights**, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, a Minnesota municipal corporation ("LANDLORD") and the County of Dakota, 1580 Highway 55, Hastings, MN 55033, a Minnesota municipal corporation, for its **Criminal Justice Network Program**, ("TENANT").

"Leased Space." The Leased Space shall mean a total of approximately 2,200 square feet and shall be comprised of the Office Space as herein defined. The Office Space shall mean approximately 2,200 square feet of office space including six (6) closed offices and/or conference rooms, one (1) work room, and one (1) open office area on the upper level of the Inver Grove Heights City Hall located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077 (the "Office Space"). The Leased Space is depicted on the attached Exhibit A, and specifically consists of the areas shown on Exhibit A within which furniture has been depicted; the other rooms shown on Exhibit A are not included in the Office Space.

WITNESSETH THAT:

1. TERM

a. **Initial Term.** For and in consideration of the rents, terms, provision and covenants herein contained, LANDLORD hereby lets, leases and demises to TENANT the Leased Space for the term of five years commencing retroactively on the first day of January, 2021 (sometimes called the "Commencement Date") and expiring on the 31st day of December, 2025 (sometimes called "Expiration Date") unless sooner terminated as hereinafter provided. The term from January 1, 2021 through December 31, 2025 is hereinafter referred to as the "Initial Term". TENANT's obligation to pay rent shall begin on the Commencement Date.

b. **Mutual Agreement to Renew for Option Term.**

1) Option Term. Subject to the mutual agreement between the LANDLORD and TENANT and provided TENANT is not in default hereunder and has performed all of its covenant and obligations, the Term of this Lease may be extended upon the timely request of the TENANT for one (1) additional five (5) year Term (hereinafter, the "Option Term") with the Option Term beginning on the first date after the "Expiration Date" upon the terms and conditions set forth below. The discussions in preparation of the timely request shall begin between the LANDLORD and TENANT in June of 2023.

2) TENANT may request LANDLORD'S concurrence to extend the Term of this Lease to include the Option Term only by giving a written request to LANDLORD not later than 180 days prior to the Expiration Date. The Term of this Lease shall not be extended to include the Option Term unless the LANDLORD has provided its written concurrence to the TENANT'S request to extend the Term to include the Option Term, which concurrence shall be delivered by LANDLORD to TENANT within thirty (30) days of receipt of TENANT'S written request. If mutually agreed to by parties hereto as herein provided, the Option Term shall run from January 1, 2026 through December 31, 2030. Exercising the option to extend the term under this provision does not require an amendment to this Lease Agreement.

c. **Early Lease Termination.** Either party may terminate this Lease prior to its expiration date for any cause or no cause, without penalty, upon 180 days written notice.

2. BASE RENT:

- a. **Rent.** TENANT shall pay to LANDLORD Base Rent of \$5.58/sf for the 2,200 square feet of Office Space. Total annual rent for the first year of the lease is \$12,270. The Base Rent shall increase at a rate of 4.3% per year on the anniversary of the Commencement Date each year during the Initial Term and Option Term, if any. The Base Rent shall be payable in advance without offset, deduction or demand, in annual installments on the Commencement Date and on the first day of the year thereafter during the Initial Term and the Option Term, if Lease extensions are agreed to by the Parties.

3. OPERATING EXPENSES:

LANDLORD shall pay all operating expenses including utilities incurred by TENANT in operating the Leased Space. The term "Operating Expenses" shall include but not be limited to janitorial services, maintenance, repair, operation of utilities and lighting, garbage disposal and refuse removal, parking and landscaped areas, signs, snow removal, non-structural repair and maintenance of the exterior of the building in which the Leased Space is located, all associated with the Leased Space being rented (the "Operating Expenses"). LANDLORD shall provide the same level of service for the LEASED SPACE that it provides for all other office areas located within the Inver Grove Heights City Hall. The cost of the TENANT pro rata share of the Operating Expenses is included in the Base Rent. In addition to payment of the Operating Expenses, LANDLORD's reception staff will provide directions for TENANT'S customers to access TENANT's Office Space, as necessary.

4. COVENANT TO PAY RENT:

The covenants of TENANT to pay the Base Rent are each independent of any other covenant, condition, provision, or agreement contained in this Lease. All rents are payable to LANDLORD at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, or such other place as LANDLORD may designate.

5. CARE AND REPAIR OF LEASED SPACE:

Subject to LANDLORD's responsibility to pay all Operating Expenses, TENANT shall, at all times throughout the term of this Lease, including the Option Term, if any, keep and maintain the Leased Space in a clean, safe and sanitary condition and in compliance with all applicable laws, codes, ordinances, rules and regulations.

6. PARKING FACILITIES:

Parking for customers of TENANT shall be provided in the surface parking lots on either side of City Hall. Street parking is available in designated areas along Barbara Avenue. Parking for employees of TENANT shall be in the same locations.

7. ALTERATIONS, INSTALLATIONS, FIXTURES:

Except as hereinafter provided, TENANT shall not make any alteration, additions, or improvements in or to the Leased Space or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of the LANDLORD. Except as otherwise stated in this Lease, in the event alterations are required by a governmental agency by reason of the use and occupancy of the Leased Space by TENANT, TENANT shall make such alterations at its own cost and expense after first obtaining LANDLORD'S approval of plans and specifications therefore and furnishing such indemnification as LANDLORD may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by TENANT must be built in compliance with all laws, ordinances and governmental regulations affecting the Leased Space and TENANT shall warrant to LANDLORD in writing that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alternations or additions shall commence only upon TENANT

obtaining and exhibiting to LANDLORD the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, or improvements to the Leased Space made by TENANT shall, at the option of LANDLORD, become the property of LANDLORD and shall be either removed by TENANT at TENANT'S sole cost or surrendered to LANDLORD upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by TENANT, which is not affixed to the Leased Space as a fixture, which may be removed by TENANT at the end of the term of this Lease if TENANT is not then in default.

8. INFORMATION TECHNOLOGY (IT):

- a. LANDLORD will provide fiber connectivity to the Office Space (or, at the option of the LANDLORD, a greater appropriate level of infrastructure). TENANT will provide its own phone system and computers/servers/network switches/routers/cables to facilitate its operations. TENANT will pay the direct cost of fiber connectivity (or greater appropriate level of infrastructure if provided by LANDLORD), phone system and computers/servers/network switches/routers/cables to be used exclusively by TENANT.
- b. LANDLORD'S Technology Manager, within 24 (twenty-four) hours of being requested to do so by TENANT, will assist TENANT in coordinating data and phone connections upon TENANT'S move-in which assistance by the LANDLORD'S Technology Manager shall be included in the Base Rent cost. Additional services provided to TENANT by LANDLORD'S Technology Manager at TENANT'S request will be billed at the then current LANDLORD'S billable hourly rate for its Technology Manager. TENANT will provide all technology support of its own operations and equipment.

9. LEASED SPACE SECURITY:

LANDLORD will provide access cards for door access to TENANT'S employees. TENANT will reimburse LANDLORD, at a reasonable cost to be established by LANDLORD, for any lost, stolen or damaged access cards. TENANT will provide LANDLORD with prior notice of the names of persons to whom TENANT will provide access cards, or whose access is to be discontinued.

10. FURNITURE INSTALLATION/IMPROVEMENTS

- a. The parties acknowledge that the Leased Space has been outfitted with electrical outlets and telecom jacks by LANDLORD as generally depicted on Exhibit A ("Improvements"). Notwithstanding anything to the contrary contained in this Lease: TENANT shall supply its own furniture for the Leased Space.
- b. [DELETED PROVISION].
- c. ACCEPTANCE OF LEASED SPACE. Within thirty (30) days of the date that actually Tenant takes possession of the Leased Space ("Turnover Date"), TENANT, in its reasonable discretion, shall notify LANDLORD in writing of any defects or deficiencies found in the Leased Space. Failure of TENANT to submit said written notice to LANDLORD shall be deemed approval by the TENANT of the condition of the Leased Space, an acknowledgement that all Improvements have been satisfactorily completed and acceptance of the Leased Space in its "AS IS" condition. If TENANT provides a list of defects to LANDLORD, TENANT shall nevertheless be deemed to have accepted the Lease Space, as of the Turnover Date, in its "AS IS" condition, except for any items listed in such Notice. Upon receipt of the written notice referenced in this Section 10(c), LANDLORD shall complete, correct and/or repair all items set forth in such notices, other than those which LANDLORD reasonably disputes, within a reasonable time. If LANDLORD and TENANT are unable to reach an agreement regarding any items on the notice, they shall meet within ten (10) days after request by either party at a mutually acceptable time and place to attempt, in good faith, to resolve the dispute. If the matter cannot be resolved at such meeting, the LANDLORD'S City Administrator and the TENANT'S County Manager shall meet at a mutually acceptable time and place and attempt

to resolve the dispute. Delivery of said written notice shall not postpone the Turnover Date, the Commencement Date nor the obligation of TENANT to pay Rent.

d. {DELETED PROVISION}

e. PAYMENT FOR PURCHASE AND INSTALLATION OF IMPROVEMENTS.

LANDLORD has constructed and installed electrical and furnishings for the TENANT as depicted on attached Exhibit A. TENANT shall pay for construction and installation of electrical and furnishings no later than the Turnover Date. The TENANT will pay LANDLORD up to \$12,336.23 for the installation of electrical, telecom and the furnishings required for CJN operation, as detailed on attached Exhibit B, without financial contribution from LANDLORD. TENANT is responsible for tear down and delivery of its own existing furniture that will be used to furnish the Leased Space. At the conclusion of the term of the Lease, TENANT shall surrender all furnishings to the LANDLORD, with the exception of the furniture originally provided by the TENANT.

f. OFFICE SPACE SOUND LEVELS

The ASHRAE HVAC Applications Guidebook, Chapter 49: Noise and Vibration Control. LANDLORD outlines generally acceptable background sound levels in occupied office spaces. LANDLORD has taken measures to successfully address the sound levels in all but one space within the suite. TENANT agrees to accept the current levels. TENANT and LANDLORD agree to mutually discuss and to undertake any mutually acceptable prudent sound mitigation measures should they become available in the future.

11. USE:

The Leased Space shall be used and occupied by TENANT solely for the purposes of office space for the TENANT'S operations as the Criminal Justice Network Office and such use by TENANT shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Space. The Leased Space shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Leased Space. TENANT shall occupy the Leased Space, conduct its business and control its agents and employees in such a way as is lawful and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other occupant in the building in which the Leased Space are located in their normal business operations or LANDLORD in its management of the Leased Space. TENANT's use of the Leased Space shall conform to all LANDLORD's rules and regulations relating to the use of the Leased Space as listed on Exhibit C attached hereto, which LANDLORD may reasonably change from time to time upon written notice to TENANT.

12. ACCESS TO LEASED SPACE:

The TENANT agrees to permit LANDLORD and the authorized representatives of LANDLORD to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and performance of janitorial services and making any necessary repairs to the Leased Space and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that LANDLORD may deem necessary to prevent waste or deterioration in connection with the Leased Space. Nothing herein shall imply any duty upon the part of LANDLORD to do any such work which, under any provision of the Lease, TENANT may be required to perform and the performance thereof by LANDLORD shall not constitute a waiver of TENANT's default in failing to perform the same. The LANDLORD may, during the progress of any work in the Leased Space, keep and store upon the Leased Space all necessary materials, tools and equipment. The LANDLORD shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of TENANT by reason of making repairs or the performance on any work in the Leased Space, or on account of bringing materials, supplies and equipment into or through the Leased Space, during the course thereof and the obligations of TENANT under this Lease shall not thereby be

affected in any manner whatsoever. LANDLORD will take all reasonable actions to avoid interrupting TENANT'S business operations.

LANDLORD reserves the right to enter upon the Leased Space at any time in the event of any emergency. Other than regular cleaning and maintenance as provided herein, or in case of emergency, LANDLORD shall, when possible, provide notice to TENANT prior to entering the Leased Space. If it is not practical to provide prior notice of entry, LANDLORD shall within 24 hours of such entry provide written documentation to TENANT of any such entry, including such information as why it was not practical to notify TENANT, the names of the persons entering the Leased Space and the date and time that entry was made to the Leased Space.

13. DAMAGE OR DESTRUCTION:

In the event of any damage or destruction to the Leased Space by fire or other cause during the term hereof, the following provisions will apply:

a. Significant Damages. If the Leased Space is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by LANDLORD, will equal or exceed thirty percent (30%) of the replacement value of the Leased Space (exclusive of foundations) just prior to the occurrence of the damage, then LANDLORD may, no later than the sixtieth (60th) day following the damage, give TENANT written notice of LANDLORD's election to terminate this Lease.

b. Date of Termination. In the event LANDLORD elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 13 to the contrary, LANDLORD shall only be obligated to restore the Leased Space to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit LANDLORD to restore the Leased Space, LANDLORD shall so notify TENANT and either LANDLORD or TENANT may terminate this Lease by written notice given within 60 days after LANDLORD's notice. If LANDLORD restores the Leased Space in accordance with the provisions of this Section, then TENANT shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes 504B.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established by a similar statute.

14. CASUALTY INSURANCE:

a. LANDLORD and TENANT Obligations. LANDLORD shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Space against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that LANDLORD shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which TENANT may bring upon the Leased Space or any additional improvements which TENANT may construct or install on the Leased Space. TENANT acknowledges that its personal property located in the Leased Space may not be covered by LANDLORD'S insurance and TENANT will determine whether to purchase insurance to cover its personal property during the term of this Lease, at its expense and in its own discretion.

- i. **Waiver of Subrogation.** LANDLORD and TENANT hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage or injury to property occurring in, on or about or to the Leased Space, improvements to the Leased Space or personal property within the Leased Space, by reason of fire or other casualty which are covered by applicable standard

fire and extended coverage insurance policies, or, concerning TENANT'S property, losses which are, or could be, covered by "All Risk" property insurance. Because the provisions of this paragraph will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease Agreement shall give to each insurance company which has issued to it one or more policies of fire, extended coverage insurance or All Risk property insurance, notice of the terms of the mutual releases contained in this paragraph, and have such insurance policies properly endorsed, if necessary, to provide for an effective waiver of subrogation, and to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this paragraph.

b. TENANT Restriction. TENANT shall not carry any stock of goods or do anything in or about the Leased Space which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. TENANT Payment. In the event that the use of the Leased Space by TENANT increases the premium rate for insurance carried by LANDLORD, TENANT shall pay LANDLORD, upon demand, the amount of such premium increase. If TENANT installs any electrical equipment that overloads the power lines to the building or its wiring, TENANT shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

15. TENANT'S INSURANCE:

Tenant shall, during the Lease Term, procure and keep in force its self-insurance program described on Exhibit D hereto; however, if said program is terminated for any reason, or if the coverage thereunder is materially decreased, or if Tenant assigns its rights as Tenant under the Lease, Tenant or its assignee shall obtain the following insurance or programs of self-insurance:

a. Commercial General Liability Policy. TENANT shall, during the Initial Term and Option Term, if any, procure and keep in force commercial general liability insurance, naming LANDLORD as an additional insured, against any and all claims for personal injury, death or property damage occurring in, or about the Leased Space (and TENANT's operations on the Leased Space), or arising out of TENANT's or TENANT's agents' or invitees' use or occupancy of the Leased Space. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence per location with Two Million Dollars (\$2,000,000) aggregate limit. Such insurance shall contain a cross-liability (severability of interests) clause and an extended ("broad form") liability endorsement, including contractual coverage. The minimum limits specified above are the minimum amounts required by LANDLORD, and may be revised by LANDLORD from time to time. Notice of any such change must be furnished to TENANT in writing in advance; and the change shall be effected by TENANT at its next regular policy renewal occurring more than 30 days after receipt of said notice. Such liability insurance shall be primary and not contributing to any insurance available to LANDLORD.

b. Other Insurance. Such other insurance as required by law, including, without limitation, workers' compensation insurance if applicable.

c. Form of the Policies. Said policies shall be with a an insurer rated "A" or better by A. M. Best, licensed to do business in the State of Minnesota and domiciled in USA, on forms, with deductible amounts (if any), and loss payable clauses satisfactory to LANDLORD, shall include LANDLORD and the beneficiary or mortgagee of any deed of trust or mortgage encumbering the Leased Space as additional insureds, and shall provide that such parties may, although additional insureds, recover for any loss suffered by TENANT's negligence. Certified copies of policies or certificates of insurance

shall be delivered to LANDLORD prior to the Turnover Date; a new policy or certificates shall be delivered to LANDLORD at least thirty (30) days prior to the expiration date of the old policy; and evidence of all such insurance shall be provided to LANDLORD on each anniversary of the Commencement Date occurring during the Initial Term or Option Term, if any. TENANT shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Leased Space and to TENANT as required by this Lease. TENANT shall obtain a written obligation on the part of TENANT's insurer(s) to notify LANDLORD and any beneficiary or mortgagee of a deed of trust or mortgage encumbering the Leased Space in writing of any delinquency in premium payments and at least thirty (30) days prior to any cancellation or modification of any policy.

16. PROPERTY TAXES:

Currently the Inver Grove Heights City Hall is tax exempt and is not subject to ad valorem real estate taxes. This Lease Agreement is entered into under the assumption that the lease of the Leased Space will not result in the imposition of ad valorem real estate taxes as a result of TENANT's occupancy or as a result of a change in the state law. TENANT shall pay its pro rata share of property taxes to LANDLORD as Additional Rent.

17A. DEFAULT OF TENANT:

a. Notice and Right to Cure Before Termination. In the event of any failure of TENANT to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by TENANT, or if TENANT or an agent of TENANT shall falsify any report required to be furnished to LANDLORD pursuant to the terms of this Lease, or if TENANT shall otherwise be in default hereunder, LANDLORD, in addition to other rights of remedies it may have, shall have the right to terminate this lease upon 30 days' written notice; or 10 days' notice in case of a failure to pay rent. However, if TENANT cures the default or deficiency within the notice period, LANDLORD may not terminate this lease or remove TENANT'S personal property from the Leased Space and the obligations of the parties shall continue as if a default had not occurred.

b. If TENANT does not cure the default or deficiency within the notice period described above, the LANDLORD, at LANDLORD'S discretion, in addition to any other remedies available to LANDLORD at law or equity, shall have and/or exercise the following rights:

- (i) At any time after the notice period expires, LANDLORD may re-enter into or upon the Leased Space, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rent or other charges to be paid and of the covenants, terms and conditions to be performed by TENANT for the period TENANT occupied the Leased Space, and in the event of such re-entry LANDLORD may seek the collection of the Rent or other charges to be paid under this Lease for the period TENANT occupied the Leased Space and for the collection of its reasonable attorney's fees; and
- (ii) LANDLORD shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative. LANDLORD shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

- c. If TENANT does not cure the default or deficiency within the notice period described above, in addition to any other remedies available to LANDLORD at law or in equity, including those set forth in Paragraph 18(b), LANDLORD shall have the immediate right and option to terminate this Lease and all rights of TENANT hereunder by giving written notice of such intention to terminate. In the event that LANDLORD shall so terminate this Lease as a result of TENANT's uncured default, LANDLORD may:
- (i) Retain any payment(s) made by TENANT prior to the termination of this Lease.
 - (ii) Recover from TENANT the amount of any unpaid Rent from TENANT which had been earned at the time of such termination;
 - (iii) Recover from TENANT the amount of any unpaid Rent due from TENANT for the period TENANT occupied the Leased Space;
 - (iv) Recover from TENANT all expenses incurred by LANDLORD in terminating or repossessing the Leased Space including but not limited to costs of repairs, brokerage and legal fees, and the collection of unpaid Rent;
 - (v) Recover from TENANT any reasonable attorneys' fees incurred by LANDLORD in enforcing its rights hereunder.
- d. The LANDLORD and TENANT agree that in the event of an uncured TENANT default that causes termination of this lease and the eviction, removal or departure of TENANT from the Leased Space, LANDLORD shall not be obligated to make any effort to relet the Leased Space.

b. No Exclusive Remedy. No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to LANDLORD or TENANT shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

17B. DEFAULT OF LANDLORD:

In the event of any failure of LANDLORD to perform any of the terms, conditions or covenants of this Lease to be observed or performed by LANDLORD, or if LANDLORD shall be in default hereunder, TENANT, in addition to other rights of remedies it may have in law, contract, or in equity, shall have the right to terminate this lease upon 30 days' written notice. However, if LANDLORD cures the default or deficiency within the 30 day notice period, TENANT may not terminate this lease and the obligations of the parties shall continue as if a default had not occurred.

If LANDLORD does not cure the default or deficiency within the 30 day notice period described above, TENANT may remove its personal property and vacate the Leased Space pursuant to legal proceedings or pursuant to any notice provided for by law and it may terminate this Lease.

TENANT Payment. In the event suit shall be brought by the TENANT because of the breach of any covenant herein contained on the part of LANDLORD to be kept or performed, and a breach shall be established, LANDLORD shall pay TENANT's reasonable attorney's fees incurred in enforcing its rights hereunder.

18. INDEMNITY, HOLD HARMLESS and WAIVER:

a. By TENANT. Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, TENANT agrees to indemnify and hold harmless LANDLORD from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from the negligence of TENANT, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof or in connection with its use of the Leased Space and to indemnify and hold harmless LANDLORD, whether suit is initiated or not, against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding, and the defense thereof. In case of any action or proceeding brought against LANDLORD by reason of any such claim, upon notice from LANDLORD, TENANT covenants to defend such action or proceeding at TENANT's cost and expense by counsel reasonably satisfactory to LANDLORD.

b. By LANDLORD. Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, LANDLORD agrees to indemnify and hold harmless TENANT from and against all claims of whatever nature, whether suit is initiated or not, arising or resulting from the negligence of LANDLORD, its officers, employees and agents in or about the Leased Space, Inver Grove Heights City Hall or the grounds thereof or in connection with its use of the Leased Space and to indemnify and hold harmless TENANT, whether suit is initiated or not, against all costs, expenses and liabilities, including reasonable attorney's fees, incurred in connection with any such claim or proceeding and the defense thereof. In case of any action or proceeding brought against TENANT by reason of any such claim, upon notice from TENANT, LANDLORD covenants to defend such action or proceeding at LANDLORD's cost and expense by counsel reasonably satisfactory to Tenant.

19. NON-LIABILITY:

Subject to the terms and conditions of paragraph 15 and 18 hereof, LANDLORD shall not be liable for damage to any property of TENANT or of others located on the Leased Space, or loss of any property of TENANT or of others, by theft or otherwise. Except when caused by the grossly negligent act of the LANDLORD, it's employees, contractors and/or agents, LANDLORD shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Space or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. LANDLORD shall not be liable for any damage caused by TENANT, occupants of adjacent property, the public, or damage caused by operations in connection of any private, public or quasi-public work. LANDLORD shall not be liable for any latent defect in the Leased Space. All property of TENANT kept or stored on the Leased Space shall be so kept or stored at the risk of TENANT only and TENANT shall hold LANDLORD harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carrier.

20. ASSIGNMENT OR SUBLETTING:

TENANT agrees to use and occupy the Leased Space throughout the entire term hereof for the purpose or purposes herein specified in Section 12 and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or TENANT's rights in the Leased Space, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of LANDLORD in each instance, except as stated in this Section. TENANT shall seek such consent of LANDLORD by a written request therefore, setting forth such information as LANDLORD may deem necessary. LANDLORD may withhold consent for good cause only. Consent by LANDLORD to any assignment of this Lease or to any subletting of the Leased Space shall not be a waiver of LANDLORD's rights under this paragraph as to any subsequent assignment or subletting. LANDLORD's rights to assign this Lease are and shall remain unqualified. The parties acknowledge that TENANT is in the process

of forming a joint powers organization pursuant to Minn. Stat. § 471.59 to operate a criminal justice network. Therefore, LANDLORD expressly agrees that TENANT may assign this Lease to the resulting joint powers organization, and TENANT is not required to obtain consent of LANDLORD, for that assignment.

21. ATTORNMENT:

In the event of any sale, transfer or assignment of LANDLORD's interest in the Leased Space, or this Lease, or if the Leased Space comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, TENANT shall attorn to such assignee or other party and recognize such party as LANDLORD hereunder; provided, however, TENANT's peaceable possession will not be disturbed so long as TENANT shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

22. NOVATION IN THE EVENT OF SALE:

In the event of the sale of the Leased Space, LANDLORD shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of the sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of LANDLORD herein. Notwithstanding the foregoing provisions of this paragraph, LANDLORD, in the event of a sale of the Leased Space, shall cause to be included in the agreement of sale and purchase an assignment and an assumption of the covenants and obligations of LANDLORD herein.

The TENANT agrees at any time and from time to time upon not less than ten(10) days prior written request by LANDLORD to execute, acknowledge and deliver to LANDLORD an estoppel certificate in writing certifying that this Lease is unmodified, or in full force and effect as modified and stating modifications, and stating the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Leased Space. In the event that TENANT fails to execute and return the estoppel certificate within such ten (10) day period, the holder of such encumbrance shall be entitled to rely, as against the TENANT, that: (i) this Lease is in full force and effect, without amendment except as specified by the LANDLORD, (ii) TENANT has no offsets against rent nor any defenses to TENANT's performance under this Lease, (iii) TENANT has no right to any offset or defenses to the payment of rent, and (iv) TENANT has not paid any rental under this Lease more than six months in advance.

23. SUCCESSORS AND ASSIGNS:

The terms, covenants and conditions hereof shall be binding upon the inure to the successors and assigns of the parties hereto.

24. REMOVAL OF FIXTURES:

Notwithstanding anything contained in paragraph 7, paragraph 30 or elsewhere in this Lease, if LANDLORD requests, TENANT will promptly remove at the sole cost and expense of TENANT all fixtures, equipment and alterations made by TENANT simultaneously with vacating the Leased Space and TENANT will promptly restore the Leased Space to the condition that existed immediately prior to said fixtures, equipment and alterations having been made, all at the sole cost and expense of TENANT.

25. QUIET ENJOYMENT:

LANDLORD warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that TENANT, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on TENANT's part to be observed and

performed under this Lease, may peaceably and quietly enjoy the Leased Space for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

26. RECORDING:

TENANT shall not record this Lease without the written consent of LANDLORD. However, upon the request of either party hereto, the other party shall join in the execution of a Memorandum of Lease for the purposes of recordation. Said Memorandum of Lease shall describe the parties, the Leased Space and the term of the Lease and shall incorporate this Lease by reference.

27. OVERDUE PAYMENTS:

If TENANT fails to pay to LANDLORD any monies owed on or before the date when due, LANDLORD may impose interest on the unpaid amount at the annual rate of five percent (5%) until the amount owed is paid.

28. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, TENANT shall peaceably surrender the Leased Space broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, TENANT shall, at its expense remove all trade fixtures, personal property and equipment and signs from the Leased Space and any of said items not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by TENANT and at its expense. All alterations, additions, improvements, and fixtures which shall have been made or installed by LANDLORD or TENANT upon the Leased Space (other than trade fixtures installed by TENANT, if any) and all floor covering so installed shall at the option of the LANDLORD remain upon and be surrendered with the Leased Space as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Leased Space is not surrendered on the Expiration Date or the date of termination, TENANT shall indemnify LANDLORD against loss or liability, claims, without limitation, made by any succeeding TENANT founded on such delay. TENANT shall promptly surrender all access cards for the Leased Space to LANDLORD at the place then fixed for payment of rent and shall inform LANDLORD of combination of any locks and safes on the Leased Space.

29. HOLDING OVER:

In the event of a holding over by TENANT after the expiration or termination of this Lease without the consent in writing of LANDLORD, TENANT shall be deemed a TENANT at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by LANDLORD in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed in writing, any holding over with the written consent of LANDLORD shall make TENANT a month-to-month TENANT.

30. ABANDONMENT:

In the event TENANT shall remove its fixtures, equipment or machinery or shall vacate the Leased Space or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Space for a period of more than thirty (30) consecutive days (except during any time when the Leased Space may be rendered uninhabitable by reason of fire or other casualty; or during any time when the Leased Space is determined to no longer be a primary work location such as during outbreaks for pandemics where staff are directed to work from home or alternate locations, in which case TENANT shall remain obligated to pay Base Rent at the rate provided herein), then in any such event TENANT shall be in default under the terms of this Lease.

31. CONSENTS:

Whenever provision is made under this Lease for one Party to secure the consent or approval of the other Party, such consent or approval shall only be in writing.

32. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to TENANT at County Manager, Dakota County Government Center, 1590 Highway 55, Hastings, MN 55033, and to the LANDLORD at City Administrator, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, and either party may, by like written notice at any time, designate a different address to which notices shall subsequently be sent or rent to be paid.

33. RULES AND REGULATIONS:

TENANT shall observe and comply with the rules and regulations as listed on Exhibit C attached hereto, or as may be changed by written notice by LANDLORD from time to time upon written notice to TENANT, for the safety, care and cleanliness of the Leased Space.

34. INTENT OF PARTIES:

Except as otherwise provided herein, TENANT covenants and agrees that if it shall at any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then LANDLORD may, but shall not be obligated so to do, and without notice to or demand upon TENANT and without waiving or releasing TENANT from any obligations of TENANT in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of TENANT to be made and performed as in this Lease provided, in such manner and to such extent as LANDLORD may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by LANDLORD and all necessary and incidental costs and expenses in connection with the performance of any such act by LANDLORD, together with interest thereon at a reasonable rate from the date of making of such expenditure, by LANDLORD, shall be deemed Additional Rent hereunder, and shall be payable to LANDLORD immediately on demand. TENANT covenants to pay any such sum or sums with interest as aforesaid and LANDLORD shall have the same rights and remedies in the event of the non-payment thereof by TENANT as in the case of default by TENANT in the payment of the Base Rent payable under this Lease.

35. GENERAL:

a. **LANDLORD TENANT Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between LANDLORD and TENANT, the sole relationship between the parties hereto being that of LANDLORD and TENANT.

b. **Effect of Waivers.** No waiver of any default of TENANT hereunder shall be implied from any omission by LANDLORD to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that waiver being only for the time and to the extent therein stated. One or more waivers by LANDLORD shall not then be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent to or approval by LANDLORD of any act by TENANT requiring LANDLORD's consent or approval shall not waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT. No action required or permitted to be taken by or on behalf of LANDLORD under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of TENANT's possession of the Leased Space. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between LANDLORD and TENANT affecting the Leased Space and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

36. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

a. **Leased Space Use.** The Leased Space shall be used by TENANT only for the purpose set forth in paragraph 11 above and for no other purposes. TENANT shall not use or permit the use of the Leased Space in any manner that will tend to create waste or a nuisance. TENANT, its employees and all persons visiting or doing business with TENANT in the Leased Space shall be bound by and shall observe the reasonable rules and regulations as provided in Paragraph 33 hereof, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** TENANT covenants throughout the Lease term; at TENANT's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Space are situated, or any other body now or hereafter created with jurisdiction over the Leased Space. TENANT will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Space and the equipment thereof.

37. HAZARDOUS MATERIAL:

TENANT shall not bring any Hazardous Material (hereinafter defined) into the Leased Space without the prior written consent of the LANDLORD. In the event any Hazardous material (hereinafter defined) is, after approval by LANDLORD, brought or caused to be brought into or onto the Leased Space by TENANT, TENANT shall handle any such material in compliance with all applicable federal, state, and/or local regulations. For purposes of this paragraph, "Hazardous Materials" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, relating to, or imposing liability or standard of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; and also includes any substance or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property, including all of those materials and substances designated as hazardous or toxic by the city in which the Leased Space is located, the Minnesota Pollution Control Agency, the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the Food and Drug Administration, any other federal agency, or any other governmental entity now or hereafter authorized to regulate materials and substances in the environment. TENANT shall submit to LANDLORD on an annual basis copies of its approved hazardous materials communication plan. OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if TENANT is required to prepare, file or obtain any such plans or permits. TENANT will indemnify and hold harmless LANDLORD from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which LANDLORD may suffer or incur as a result of TENANT's introduction into or onto the

leased Space, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

38. CAPTIONS:

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease not the intent or any provision thereof.

(The signature page follows)

IN WITNESS WHEREOF, the parties have executed this Lease on the dates indicated below.

CITY OF INVER GROVE HEIGHTS

By: _____
Mayor Date

Attest: _____
City Clerk Date

DAKOTA COUNTY

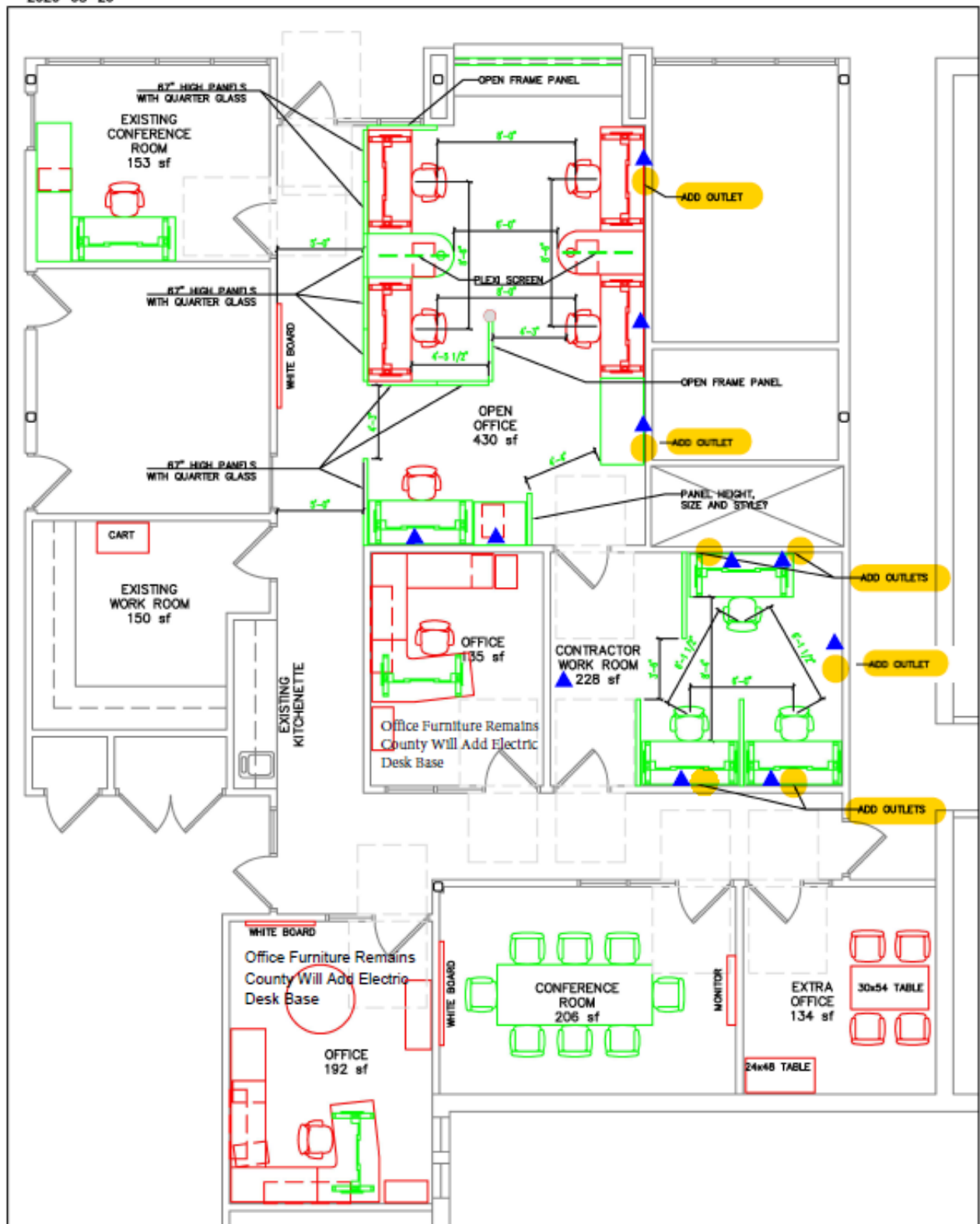
By: _____
Chair Date

Attest: _____
Clerk of County Board Date

APPROVED AS TO FORM

Assistant County Attorney Date

EXHIBIT A TO LEASE AGREEMENT



PRINT ON 8-1/2 x 11 SIZED PAPER
SCALE: 1/8" = 1'-0"



**EXHIBIT B
TO LEASE AGREEMENT**

Inver Grove Heights City Hall - CJN Space Improvements

Work Completed	Amount
Data Jacks Added (11)	\$4,737.49
Duplex Outlets Added (7)	\$3,183.51
Front Window Filming	\$705.00
Front Window Enclosure	\$2,020.23
Carpet in Contractor Work Room Installed	<u>\$1,690.00</u>
Total	<u>\$12,336.23</u>

**EXHIBIT C
TO LEASE AGREEMENT**

LEASED SPACE RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in an part of the Leased Space and visible from the exterior of the Leased Space, shall be installed at TENANT's sole cost and expense, and in such manner, character and style as LANDLORD shall approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to LANDLORD's approval which may be withheld in LANDLORD's sole discretion. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.
2. TENANT assumes full responsibility for protecting its personal property contained in the Leased Space from theft, robbery and pilferage.
3. TENANT shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Leased Space which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Space or may increase the cost of insurance or require additional insurance coverage.
4. The Leased Space shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.
5. Unless expressly permitted by the LANDLORD, no additional locks or similar devices shall be attached to any door or window and no access cards other than those provided the LANDLORD shall be made for any door. Upon termination of this Lease or of TENANT's possession, TENANT shall surrender all access cards of the Leased Space.
6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any other purpose other than that for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by TENANT who, or whose employees, contractors or agents have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.
7. TENANT shall be responsible for any damage to the building or the Leased Space caused by its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Space, and TENANT shall make all repairs and improvements required by LANDLORD in connection with the use or moving of such articles.
8. Wherever in these Leased Space Rules and Regulations the word "TENANT" occurs, it is understood and agreed that it shall mean TENANT's employees, agents, contractors, visitors, and clerks. Wherever the word "LANDLORD" occurs, it is understood and agreed that it shall mean LANDLORD's employees, agents, contractors, clerks and visitors.
9. LANDLORD shall have the right to enter upon the Leased Space at all reasonable hours for the purpose of inspecting the same.
10. Alterations of any nature to the Leased Space by TENANT shall require the prior written approval of LANDLORD. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

11. TENANT and TENANT's employees and agents shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as LANDLORD or LANDLORD's agent may from time to time adopt which do include the attached five pages of City of Inver Grove Heights BUILDING USE POLICY. Reasonable notice of any additional rules and regulations shall be given in such manner as LANDLORD may reasonably elect.
12. LANDLORD reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in LANDLORD's judgment, for its best interest.
13. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

**EXHIBIT D
TO LEASE AGREEMENT
PROOF OF SELF-INSURANCE**



Dakota County Risk Management
Dakota County Administration Center • 1590 Highway 55 • Hastings MN 55033
651.438.4489 • Fax 651.438.8455

MEMORANDUM

DATE: April 6, 2021
From: Dakota County Risk Management
SUBJECT: Dakota County Evidence of Insurability
To: City of Inver Grove Heights

This letter is provided as evidence of the fact that Dakota County is self-insured for all Workers' Compensation cWlaims within the context and intent of Minnesota Statute 176, subject to maximum liabilities of \$500,000 per person, at which point we have purchased reinsurance through the WCRA, as required by law.

Dakota County is self-insured for all tort liability claims within the context and intent of Minnesota Statute §466. Dakota County is subject to maximum liabilities per person and for each claim as defined in Minnesota Statute §466.04. The statute provides that effective July 1, 2009 the maximum limits are \$500,000 per person and \$1,500,000 for each claim.

Dakota County is insured through Hanover for government crime coverage. The limits of the policy are \$1,000,000 per occurrence subject to a \$10,000 deductible.

If you have any further questions or concerns regarding Dakota County's insurance program, please contact me at 651-438-4532.

Sincerely,

B.J. Battig

B.J. Battig
Risk Manager
Dakota County
Operations Management Department

**Request for Council Action**

TITLE: Consider Approval of Massage Therapist, Laura Kasel for OyeSpa Inc. at 7741 Amana Trail

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan City Clerk	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve Massage Therapist Laura Kasel for OyeSpa Inc. at 7741 Amana Trail.

SUMMARY

OyeSpa, Inc had a change in Massage Therapists to their staff located at 7741 Amana Trail. OyeSpa, Inc. has paid the application fee for the license for a massage therapist. The applicant underwent a background check by the Police Department. The Police Department completed their investigation and found nothing to exclude Laura Kasel from being a massage therapist.

Staff recommends approval of Laura Kasel as Massage Therapist at OyeSpa, Inc.

**Request for Council Action****TITLE:** Resolution Authorizing 2020 Transfers

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Department Heads	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Adopt Resolution Authorizing 2020 Transfers

TRANSFERS REQUESTED:

Upon final year-end review of the city's projects and funds, staff request the following transfers effective December 31, 2020:

Community Center

Annual transfers are made from the Host Community Fund to the Community Center to cover operating and capital needs. In response to COVID-related closures, staff shifted focus in 2020 and halted most capital projects knowing that operations would need more financial support. The 2020 amended budget for operating and capital transfers totaled \$1,976,200 which included a \$669,700 carryover for capital projects. The total transfer requested in 2020 is \$1,670,570, \$305,630 less than the amended budget:

- \$1,058,950 – Operating Transfer from the Host Community Fund
 - In 2020, the operating transfer was set at \$477,100 so the transfer requested is higher than budget by \$581,850.
 - The 2007 VMCC/Grove audit set a goal of recovering 90% of the Community Center operating expenditures with operating revenues. In 2020, the VMCC/Grove is estimated to cover 58% of Community Center operational expenditures. In 2019, the VMCC/Grove covered approximately 88% of Community Center operational expenditures.
- \$611,620 – Capital Transfer from the Host Community Fund
 - The amended 2020 budgeted transfer for capital outlay was \$1,499,100 so the transfer requested is lower than budget by \$887,480. The biggest capital outlay in 2020 was for \$401,481 related to Project 1913-HVAC replacement in lap/dive pool.

Local Improvement Funds

Many of the City's projects are accounted for in the City's Local Improvement Construction Funds. In instances where project costs exceed pre-approved funding levels and there are no interest earnings to cover, staff need additional Council funding authority to close out the project. In instances where projects finished under budget, the excess funding needs to be transferred to another fund to close out the fund. Often, excess funding in Local Improvement Construction Funds is related to the interest earned during active project years and that interest is typically transferred to the City's Capital Improvement Revolving Fund. In 2020, some transfer requests are related to the closure of old projects while other requests are on more recent projects.

- \$68,522.77 from 2001 Local Improvement Fund to Capital Improvement Revolving Fund for residual interest earnings held in the fund.
- \$18,010.51 from 2005 Local Improvement Fund to Capital Improvement Revolving Fund for residual interest earnings held in the fund.
- \$33,996.22 from Capital Improvement Revolving Fund to the 2007 Local Improvement Fund, to close out Project #0714-McGroarty Park/MN DOT Land. There was no original funding source identified in 2008 and has been no new activity since 2018 when the City acquired the property.
- \$682.33 from 2008 Local Improvement Fund to Capital Improvement Revolving Fund for residual interest earnings held in the fund.
- \$28,364 from Pavement Management to 2009 Local Improvement Fund, to close out Project #0901-TH3 & 80th Intersection. Future assessment receipts will be coded to Pavement Management.
- \$23,286.35 from Pavement Management to 2011 Local Improvement Fund, to close out Project #1108-66th Street Improvements. Future assessment receipts will be coded to Pavement Management.
- \$47,863.59 from Capital Improvement Revolving Fund to 2011 Local Improvement Fund, to close out Project #1115-Orchard Trail Development. This Capital Water Management Facility Project was set aside in 2013 by Council due to unsuccessful grant applications and there has been no further activity since that time. There was no original funding source identified for this project.
- \$157.24 from 2013 Local Improvement Fund to Capital Improvement Revolving Fund for residual interest earnings held in the fund.
- \$2,371.58 from General Fund (Community Development budget) to 2020 Local Improvement Fund, to close out Project #2001-2020 Recycling Grant.

FUND CLOSINGS:

After transfers have been approved, the following Local Improvement funds will have \$0 cash balances at year-end 2020 and therefore staff will be closing the funds:

- Fund 427 – 2007 Improvement Fund
- Fund 428 – 2008 Improvement Fund
- Fund 429 – 2009 Improvement Fund
- Fund 431 – 2011 Improvement Fund
- Fund 433 – 2013 Improvement Fund
- Fund 435 – 2015 Improvement Fund

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING 2020 TRANSFERS AND FUND CLOSING

WHEREAS, there are transfers which need to be approved for 2020;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the following transfers are authorized in 2020:

From: Host Community Fund	451.57.9200.590.91100	\$1,058,950
To: Community Center Fund	205.59.0000.3911000	1,058,950
2020 Operating Transfer		
From: Host Community Fund	451.57.9200.590.91100	611,620
To: Community Center Fund	205.59.0000.3911000	611,620
2020 Capital Transfer		
From: 2001 Local Improvement Fund	421.72.5900.721.91100	68,522.77
To: Capital Improvement Revolving Fund	408.59.0000.3911000	68,522.77
Residual Interest in Fund 421		
From: 2005 Local Improvement Fund	425.72.5900.725.91100	18,010.51
To: Capital Improvement Revolving Fund	408.59.0000.3911000	18,010.51
Residual Interest in Fund 425		
From: Capital Improvement Revolving Fund	408.57.9200.590.91100	33,996.22
To: 2007 Local Improvement Fund	427.59.0000.3911000	33,996.22
Project #0714-MGroarty Park/MN DOT Land		
From: 2008 Local Improvement Fund	428.72.5900.728.91100	682.33
To: Capital Improvement Revolving Fund	408.59.0000.3911000	682.33
Residual Interest in Fund 428		
From: Pavement Management Fund	440.57.5900.590.91100	28,364.00
To: 2009 Local Improvement Fund	429.59.0000.3911000	28,364.00
Project #0901-TH3 & 80 th Intersection		
From: Pavement Management Fund	440.57.5900.590.91100	23,286.35
To: 2011 Local Improvement Fund	431.59.0000.3911000	23,286.35
Project #1108-66 th Street Improvements		

From:	Capital Improvement Revolving Fund	408.57.9200.590.91100	47,863.59
To:	2011 Local Improvement Fund	431.59.0000.3911000	47,863.59
	Project #1115-Orchard Trail Development		
From:	2013 Local Improvement Fund	433.72.5900.725.91100	157.24
To:	Capital Improvement Revolving Fund	408.59.0000.3911000	157.24
	Residual Interest in Fund 433		
From:	General Fund	101.57.9200.590.91100	2,371.58
To:	2020 Local Improvement Fund	470.59.0000.3911000	2,371.58
	Project #2001-2020 Recycling Grant		

Adopted by the City of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Resolution Authorizing 2021 Budget Adjustment for Police Escrow Accounts

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	X
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Melissa Chiodo, Police Chief	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Adopt Resolution Authorizing 2021 Budget Adjustments for funds available within Police Escrow Accounts currently reported in Fund 702.

SUMMARY:

In the past, the city used the Escrow Fund (Fund 702) to track and record certain departmental activities. However, accounting best practices recommend that these types of city activities should be recorded in normal operating funds. Staff have started to review all accounts in Fund 702 for appropriateness. In some instances, transferring the funds from one fund to another will not require Council action; it will simply be a change in accounting process. There may be occasions when staff will request Council approval to resolve a particular account or set of accounts.

Staff recommend the closure of three Police-related escrow accounts in Fund 702 by transferring funds from the Escrow Fund (702) to the General Fund (101) and then increasing the Police's 2021 budget by those available resources.

Escrows with Residual Balances:

• 702.229.2292000	Police DARE	\$ 6,469.74	No longer an active City program
• 702.229.2302400	Police Dept Misc.	1,140.30	Activities now occur in Police budget
• 702.229.2287502	Police Reserves	<u>65.05</u>	Activities now occur in Police budget
		<u>\$7,675.09</u>	

Budget Adjustment Requested (budgets are rounded to nearest dollar):

• 101.42.4000.421.60068	Supplies-Community Outreach	\$ 6,470
• 101.42.4000.421.60045	Uniforms	<u>1,205</u>
		<u>\$ 7,675</u>

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING 2021 BUDGET ADJUSTMENT FOR POLICE ESCROW
ACCOUNTS**

WHEREAS, the City has previously recorded some Police Department programming activities within escrow accounts in the City's Escrow Fund (Fund 702), and

WHEREAS, these Police escrow accounts contain the following balances, and

702.229.2292000	Police DARE	\$ 6,469.74
702.229.2302400	Police Dept Misc	1,140.30
702.229.2287502	Police Reserves	<u>65.05</u>
		\$ 7,675.09

WHEREAS, it is desirable to move these balances to the General Fund and adjust the 2021 Police department budget accordingly.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the 2021 Budget be amended as follows:

101.42.4000.421.60068	Supplies-Community Outreach	\$ 6,470
101.42.4000.421.60045	Uniforms	<u>1,205</u>
		\$ 7,675

Adopted by the City of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE:** Resolution Amending 2021 Technology Fund budget for Finance Technology

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	X
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Admin Marc Gade, IT Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Finance Department software initiatives by utilizing funds saved in prior years through the Finance Department's technology allocation and amend the 2021 Technology Fund budget by \$40,000.

- \$30,000 – Comprehensive review/refresh of finance system (Tyler) by Abdo, Eick & Meyers
- \$10,000 – Accounts Payable Electronic Workflow (balance of project)
- \$50,000 to \$75,000 – Budget software (2022 implementation so will build into the 2022 budget)

SUMMARY:

Over the course of the last year, the Finance Department has identified several technology-related needs for the department. Some initiatives have been funded from the redeployment of existing departmental resources and some through the active management of the city's earned income credit to allow the city to implement additional banking services. The three technology improvements proposed above all utilize funds saved in prior years through the Finance Department's technology allocation.

In years past, the Finance Department made regular contributions to the Technology Fund to help "save up" for a replacement of the city's finance system. To date, there remains a balance of approximately \$160,000 in the Technology Fund for Finance Department needs.

Existing Finance System (Tyler)

Currently, the department believes that Tyler, the city's finance system, remains a viable financial accounting system. There were issues with the original implementation that have been compounded with years of creating "workarounds" to get the work done while never fully addressing the original issues. The department has reached out to the consulting branch of Abdo, Eick & Meyers to obtain an estimate on a comprehensive review of Tyler, including assistance with a re-implementation of the system. The estimated cost of this work is \$30,000.

Accounts Payable Electronic Workflow

The accounts payable process for routing invoices is a manual process, one that currently leaves a lot of room for errors. The Finance Department, in coordination with the IT Manager has demoed a Laserfiche product used by the City of Fridley who uses the same finance system as Inver Grove Heights. This accounts payable solution would allow for a more seamless delivery of invoices, online coding, approval, tracking and batch processing to the city's finance system. The IT Department has credit remaining on a prior Laserfiche project that they have offered towards this initiative. The balance on the accounts payable workflow project after applying that credit is \$10,000.

Budget Software

In today's budget environment, it is more important than ever that budgets react and respond to changing conditions. Gone are the days of using excel spreadsheets to develop and manage budgets. Residents and elected officials simply expect more out of their budgeting processes. The Finance Department has demoed two different budgeting solutions and is interested in the product offered by OpenGov. This online budgeting module will help the city streamline the process by having a central location to develop the operating, capital, and personnel budgets, save time to the process, add functionality and visuals (charts/graphics) to the city's budget book and work session presentations, provide the necessary templates to apply for the GFOA's Budget Award, allow for scenario and long-term capital planning, and give department heads easy-to-use dashboards and reports to better manage departmental performance. This software also allows for the seamless transfer of financial information from the city's finance system into any dashboards utilized by departments, elected officials, or those created for the public. The cost to implement this product runs \$50,000 to \$75,000, depending on the overall scope of work. Once implemented, the annual subscription cost is \$25,000. The department will look to implement this budgeting solution in 2022 once the current finance system has been reviewed and updated. No budget adjustment is required at this time; this cost will be included in the 2022 Technology Fund budget.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING 2021 BUDGET ADJUSTMENT TO TECHNOLOGY FUND
FOR FINANCE DEPARTMENT SOFTWARE INITIATIVES**

WHEREAS, Finance staff have identified several technology-related needs for the department, two of the more immediate needs being a comprehensive review and update of the City's current finance system and implementation of an invoice processing solution for accounts payable, and

WHEREAS, the cost of moving forward with these two projects is estimated at \$40,000

WHEREAS, there are financial resources available in the Technology Fund that were accumulated through prior-year annual contributions made by the Finance Department, and

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the 2021 Budget in the Technology Fund be amended as follows:

606.00.1400.413.30700	Other Professional Services	\$ 30,000
606.00.1400.413.60042	Misc Computer Software	\$ 10,000

Adopted by the City of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Resolution Amending 2021 Finance Budget for Finance Organizational Assessment and Additional Accounting Support

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	X
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Admin	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Finance Department organizational assessment and contract for additional accounting support by amending the Finance Department Budget by \$50,000, utilizing available General Fund balance.

SUMMARY:

Coming onboard in 2020 as the City's new Finance Director, I quickly identified a pressing issue with the department's staffing levels. Upon further research, I learned that the department had reduced its workforce by 1.4 FTE's back in 2010 and that although the city had expanded upon many of its services, programs and processes, the finance department had never recovered those positions to help support the growth in other areas of the city. In 2021 the 0.4 FTE came back online as our Accounts Payable Technician is now working full time hours however the department still lacks the Assistant Finance Director position that was in place back in 2010.

The first draft of the 2021 Finance Department budget included funds for a finance department organizational assessment as the Finance Director believed the City needed to take a comprehensive look at the Finance Department, its processes, and the staffing complement in place to handle that workload. During the department head retreat, it was recommended that the department replace that request with one for additional staff, specifically an Assistant Finance Director as that seemed to be the most pressing need. The position/request was removed in later budget revisions, but unfortunately the organizational assessment was never placed back into the budget.

The department is in a position where we can no longer wait for the 2022 budget to come up with a plan for addressing the challenges in providing proper accounting support for the organization. An organizational assessment will help identify the critical positions necessary for financial operations, develop a plan for adjusting job descriptions and adapting staff workloads to reflect ideal operations. This will also provide the department with a plan for how and when we should expect to add additional positions to the department's staffing complement.

The organizational assessment, including a review of current financial processes with best practices recommendations is estimated to cost \$23,000. Given the volume of tasks that are behind schedule, remain untouched or are simply incomplete, the department would also like to request an additional \$27,000 to hire outside accounting support until such a time that additional staff can be hired.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING 2021 BUDGET ADJUSTMENT TO THE FINANCE
DEPARTMENT BUDGET FOR FINANCE ORGANIZATIONAL ASSESSMENT AND
ADDITIONAL ACCOUNTING SUPPORT**

WHEREAS, staff have identified areas where the City's current accounting processes have failed to keep up with best practices, and

WHEREAS, staff have also identified a need for additional accounting support to meet the City's ongoing financial and accounting needs, and

WHEREAS, staff believe the best approach is to conduct a comprehensive review of current financial processes and develop a long-term plan to address staffing needs while supplementing the current budget with additional resources for temporary accounting support.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the 2021 Finance Department Budget in the General Fund be amended as follows, utilizing fund balance:

101.41.2000.415.30100	Accounting & Auditing	\$ 27,000
101.41.2000.415.30700	Other Professional Services	\$ 23,000

Adopted by the City of Inver Grove Heights this 12th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Approve Resolution Authorizing 2021 Budget Revision for Community Development Department

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Heather Rand, Interim CA, Ph: 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand, Janet Schefchik, HR Mgr	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a resolution authorizing a 2021 budget revision for the Community Development Department to add a .5 Office Support Tech position and a 1.0 Combo Building Inspector position, thereby increasing the department's budget by up to \$91,000 in 2021. The purpose of such is to provide quality building inspection customer service in light of the growing demands for such in the city.

SUMMARY:

The total number of building permits applied for in the city of Inver Grove Heights has been steadily growing in recent years with 3286 permits processed by city Building Inspections Division staff in 2019, 3570 in 2020 and based on application submitted in 1st quarter of 2021, the demand for services continues to grow (see Attachment A of IGH Building Inspections Data Report). Likewise, permits issued continues to grow with 3161 issued in 2018, 3217 in 2019, and 3305 in 2020. Lastly, the growth in the number of building inspections required as a result of the increase in building permits being applied for, reviewed, and issued continues to grow from 5313 in 2018, 5474 in 2019, 5673 in 2020 and based on the city's current

development project pipeline, staff believes 2021 will continue to realize increases in customer service demand over previous years to better be met.

While the use of CityView software has dramatically modernized the Building Inspection Division operations, adding ease for those customers able to submit applications and make fee payment online through the city's portal system, and then receive fast response and electronic tracking status updates from staff, software improvements alone cannot assist city staff in meeting the growth of service demand. The city's Chief Building Official and the Community Development Director find that additional human resources are now needed for the purpose of insuring the delivery of timely customer service on the intake of permit applications, the processing of applications, the professional plan review of applications and to meet the growing volume of building permit inspections.

For all of the above reasons, the Community Development Director recommends a 2021 budget revision of up to \$91,000 for the purpose of adding part-time (.5) office support tech capacity and a full time (1.0) Combination Building Inspector to the Building Inspection Division salary and benefits expenditure budget.

I.G.H. Building Inspections DATA

Attachment A

Quarterly Total Inspections					
	Q1	Q2	Q3	Q4	YTD
2021	1165				1165
2020	1184	1357	1517	1615	5673
2019	892	1384	1591	1607	5474
2018	1189	1383	1494	1247	5313

Due to increased development activity in both residential and commercial construction, the number of inspections is expected to exceed the previous 3 years based on the current scope of the approved projects and those in review.

Permits					
Issued	Q1	Q2	Q3	Q4	Total
2021	670				
2020	574	774	1035	922	3305
2019	521	882	1024	790	3217
2018	667	932	860	703	3161

Permits					
Entered	Q1	Q2	Q3	Q4	Total
2021	777				
2020	605	898	1115	952	3570
2019	507	968	1033	778	3286
2018	699	1002	937	725	3363

'Permits Entered' reflects the total number of permits submitted.

Building Inspections		
3 Year Q1 YTD Permit Count and Valuation		
Year	Permits	Valuation
2021	670	\$ 42,405,583.00
2020	216	\$ 10,389,233.00
2019	529	\$ 21,698,384.00

Based on the current valuation and permits issued for Q1 2021, the increased quantity and size of the projects will require more inspections

2021 YTD Fees Collected = \$2,783,761.28

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A 2021 BUDGET REVISION FOR THE COMMUNITY
DEVELOPMENT OF UP TO \$91,000 TO ADD .5 OFFICE SUPPORT TECH AND 1.0
COMBINATION BUILDING INSPECTOR TO EXISTING STAFF COMPLIMENT**

WHEREAS, the City of Inver Grove Heights is steadily growing in the development of new housing units, commercial development and as a result, growth in real estate values; and

WHEREAS, the City has determined that providing effective and efficient customer service in the Community Development Department's Building Inspection Division necessitates adding an additional .5 office support tech position and one (1) full-time combination building inspector as soon as possible; and

WHEREAS, the additional staffing requires authorization and approval by the city council and is anticipated to increase the salaries and wages and employee benefits line items of the city's Community Development Building Inspection Division Budget (101.45.3300.419.10 and 20) by up to \$91,000 in 2020.

NOW, THEREFORE, the Inver Grove Heights City Council authorizes a 2021 budget revision of up to \$91,000 for the Community Development Department Budget to be expended as notated in this resolution.

Adopted by the City Council of Inver Grove Heights on this 12th day of April, 2021.

Ayes:

Nays:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: CONSIDER APPROVAL OF RESOLUTION MEMORIALIZING THE FINDINGS OF FACT AND REASONS FOR DENIAL ADOPTED BY THE COUNCIL RELATING TO APPLICATION BY SKIGH FOR A COMPREHENSIVE PLAN AMENDMENT

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:		Amount included in current budget	
Contact:	City Attorney's Office	Budget amendment requested	
Prepared by:	Bridget Nason	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

At its March 22, 2021 meeting, the City Council voted 3-2 to deny the application of SKigh for a Comprehensive Plan Amendment to change the classification of two parcels located at 5871 Cahill Avenue from NC, Neighborhood Commercial and LDR, Low Density Residential, to MDR, Medium Density Residential. The attached resolution memorializes in written form the findings of fact and reasons for denial adopted by the Council members voting in favor of denial at that meeting.

SUMMARY:

Consider approval of attached resolution memorializing the findings of fact and reasons for denial related to the application by SKigh for a comprehensive plan amendment.

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

RESOLUTION NO. _____

**A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT
AND REASONS FOR DENIAL RELATING TO THE
APPLICATION OF FOR A COMPREHENSIVE PLAN AMENDMENT TO CHANGE
THE LAND USE DESIGNATION FOR TWO PARCELS LOCATED AT 5871 CAHILL
AVENUE FROM NC, NEIGHBORHOOD COMMERCIAL AND LDR, LOW DENSITY
RESIDENTIAL, TO MDR, MEDIUM DENSITY RESIDENTIAL
(CITY PLANNING CASE NO. 21-02PA)**

WHEREAS, SKigh Development, with the permission of the owners of the property located at 5871 Cahill Avenue, (Applicant) applied to the City of Inver Grove Heights for the following land use request (Application) related to the property located at 5871 Cahill Avenue and legally described on the attached **Exhibit A** (the “Property”):

- A comprehensive plan amendment to change the classification of the Property from NC, Neighborhood Commercial and LDR, Low Density Residential, to MDR, Medium Density Residential

WHEREAS, the purpose of the Comprehensive Plan Amendment is to change the classification to Medium Density Residential, which would permit the Property to be developed into an apartment development with a density of between eight and twelve units per acre.

WHEREAS, the above-described Application was considered by the City Council at the March 22, 2021 Inver Grove Heights Council meeting.

WHEREAS, at the March 22, 2021, Council meeting, a motion was made by Councilmember Gliva and seconded by Councilmember Dietrich to deny the Application. The Council voted 3 in favor of denial and 2 against denial.

WHEREAS, contemporaneously with the vote on the motion, each of the Councilmembers voting to deny the Conditional Use Permit articulated findings of fact and reasons for the denial.

WHEREAS, at the March 22, 2021 Council meeting, the three (3) Councilmembers who voted against the Application for a Comprehensive Plan Amendment articulated findings of fact and reasons for denial and those reasons were made a part of the record. The findings of fact and reasons for denial stated by the three Councilmembers constitute the City’s findings of fact and reasons for denial. The findings of fact and reasons for denial as so identified and stated by the three Councilmembers on March 22, 2021, were as follows:

- 1.) Councilmember Gliva stated findings of fact and reasons for denial as follows:

- a. Not in favor of the change since the Comprehensive Plan was just updated less than two years ago. Does not feel it is a good transition going from low density to high/medium density, and due to concerns raised by neighbors who are expecting development to be in accordance with the comprehensive plan.
- 2.) Councilmember Dietrich stated findings of fact and reasons for denial as follows:
 - a. Denial is based along the same lines as Councilmember Gliva's reasons for denial in that Councilmember Dietrich wants to follow the guiding principle of the existing Comprehensive Plan should be followed.
- 3.) Councilmember Murphy stated findings of fact and reasons for denial as follows:
 - a. Voted to deny because he thinks the west side of Cahill is different from the east side of Cahill; he needs more time to talk to neighbors; and he needs to explore the number of units per acre in more detail.

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

1. That the City Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by those voting in favor of the motion to deny the Application for a comprehensive plan amendment at the March 22, 2021 City Council meeting.
2. The findings and reasons for denial as stated above are hereby made the City's findings of fact and reasons for denial.

Passed this 12th day of April, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Contract Amendment with HKGI for the Parks and Recreation System Plan Update

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 5, 2021	None	
Item Type:	Work Session	Amount included in current budget	\$41,000
Contact:	Jon Oyanagi	Budget amendment requested	
Prepared by:	Jon Oyanagi	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider amending the contract with HKGI to update the Parks and Recreation System Plan.

SUMMARY:

The City of Inver Grove Heights entered into a contract for consulting services on March 23, 2020, to update the 2008 Comprehensive Parks, Recreation, Trails and Facilities Plan. HKGI was initially hired because they had recently done planning in conjunction with the City Comprehensive Plan that was completed in 2018. At the January 25, 2021 city council meeting, the city council tabled action to amend the contract with HKGI. Questions were raised about the combined contracts of \$20,000 from 2020 and the proposed amendment for \$33,700. The discussion centered around whether the scope of deliverables was worth \$53,700. The interim parks and recreation director would be starting soon and perhaps would have input on the matter.

Staff has since met, including the interim parks and recreation director, and revised the approach to the plan update. The 2008 Comprehensive Parks, Recreation, Trails and Facilities Plan focuses more on the physical infrastructure. The revised approach will take a broader system approach that includes all facets of parks and recreation services. Staff is looking to create a document that is truly comprehensive for all aspects of the operation and provides direction and guidance for daily, annual, short-term and long-term planning. Individual sections of the plan such as the facilities plan, maintenance plan, and recreation plan will assist with scheduling initiatives, budget for those activities, and prioritize and inform decision-making over the next ten years. Municipalities typically utilize the services of a firm like HKGI to put together such a large and comprehensive document. This can be an all-consuming task for a department to tackle solely with internal resources. Costs can range from \$75,000 to \$150,000 for a firm to complete an entire comprehensive plan, depending on the scope of work proportionate to the size of the community.

Staff met with HKGI to present the proposed scope changes. The revised direction looks to utilize the parks and recreation sections of the City Comprehensive Plan that HKGI helped develop. HKGI has presented a revised scope of services that accounts for the new direction and delineates responsibilities. Taking on comprehensive system planning is a large undertaking and requires many hours of research, community engagement, writing, organizing, and critical thinking. The new scope defines responsibilities practically and reasonably. Attached is the scope with these responsibilities identified. HKGI responsibilities include:

- The majority of the writing
- Provide analysis
- Manage the project
- Develop drafts and final documents
- Facilitate meetings
- Provide documents for meetings
- Consolidate graphics

Inver Grove Heights staff will provide:

- Data, inventories, and previous plans
- Set up meetings
- Communicate with all stakeholders including city council and advisory commission
- Compile feedback/input
- Provide photos and graphics/maps
- Complete community engagement
- Summarize progress since the 2008 plan
- Review and comment at all stages.

From the proposed scope, the contractor will provide 420 hours of work using resources uniquely available to their firm. The total remaining cost is estimated to be \$39,800. Approximately \$8,000 remains from the original contract and an additional \$33,000 was carried over from the 2020 fund balance for the amended contract with HKGI. The amended contract proposal totals \$51,800 with up to \$39,800 remaining after deducting approximately \$12,000 spent in 2020.

The amount proposed and the scope of work to be performed will result in a comprehensive plan that will serve the City of Inver Grove Heights well over the next decade. Much of the community engagement was completed under the initial stages of the contract. Internal staff resources will combine with the contractor to produce a practical and guiding plan. For these reasons, staff recommends proceeding with the amended proposal in order to complete the update of the Parks and Recreation System Plan.



March 9, 2021

Jon Oyanagi
City of Inver Grove Heights
Interim Parks and Recreation Director
8055 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Amended Proposal for Parks and Recreation System Plan

Background

In March of 2020, HKGi began working with IGH Parks and Recreation Staff to provide assistance in the staff-led effort to create a system-wide plan for Parks, Trails, Recreation and Open Space. This plan is intended to guide projects and investment over the next 10 years in Inver Grove Heights, as well as outline community-supported goals and a vision for the parks and recreation system. As a staff-led project, HKGi would provide assistance as necessary, with staff direction, at an hourly rate not to exceed \$20,000. As of today, approximately \$12,000 in services have been provided toward this effort. Deliverables that have been produced over the last year as part of this contract include:

- Community Engagement Phase 1
 - HKGi staff developed and launched an online survey and interactive mapping tool to collect community feedback in the areas of Parks, Recreation, Inver Wood Golf Course, VMCC, and Trails.
 - HKGi provided outreach tools, such as social media messaging and presentation images to assist staff-led in-person pop-up events which took place over the summer and fall of 2020.
 - HKGi documented all of the feedback collected and produced a community engagement summary report with infographics and conclusions.
- Needs Analysis
 - HKGi completed a needs analysis, which included mapping existing facilities and amenities within quarter- and half-mile radii.
 - HKGi reviewed, formatted, and analyzed peer-to-peer community inventory data gathered by IGH staff
 - HKGi produced a set of conclusions, summarizing observations of need in the parks system based on the mapping and peer-to-peer analysis
 - HKGi formatted these items into a Needs Analysis document that was reviewed by Parks staff.
- Outline and advising of system plan document
 - HKGi has met with staff to assist in developing an outline for the final plan document, and help staff to understand what is needed from this planning effort (Attachment A).



In recent months, with staff turnover and changes in roles within the Parks and Recreation Department, more consultant involvement to complete the plan has been identified as a need. This proposed work plan amendment outlines a set of tasks, deliverables, and associated fee to complete the system plan with HKGi playing a larger role in providing leadership and direction, and taking a lead role in developing the draft and final plan document. Work that has been completed to-date will be folded into the draft and final document. The fee summary takes into account the funds remaining in the original contract (approximately \$8,000 remaining) which will be used towards the amended scope of work.

The approach outlines a series of workshops that align with chapters of the plan document (see Attachment A). These workshops will allow HKGi staff to work with IGH staff to develop topic-specific goals, and identify projects and understand roles in implementation with focused attention. In an effort to maintain project efficiencies, IGH staff roles and responsibilities have been clearly outlined. In most tasks, staff is responsible for gathering background information and submitting to HKGi prior to the workshop. HKGi will draft preliminary recommendations to prepare for a series of collaborative workshops. IGH staff and HKGi will work together to understand priorities, needs, and goals. With these key components in-hand, HKGi will draft chapters in response for staff to review.

This approach allows HKGi to work with staff efficiently, focusing on topics and producing recommendations in a timely manner, rather than waiting until the end of the planning process to create a full draft document. IGH staff will be responsible for communicating project updates to City Council, Boards and Commissions as they deem necessary. A second phase of community engagement will occur towards the end of the process, to gather feedback from the public on the draft recommendations.

Work Plan

Task 1: Community Engagement Phase 1 (Continued):

Purpose: Gather feedback from targeted stakeholders regarding current use, frequency, gaps in system, understand issues and opportunities that will inform recommendations.

- IGH staff to identify gaps in the community information gathered to-date
- HKGi to work with staff to develop framework/approach for addressing information gaps
- HKGi to develop survey tools/assist with outreach/engagement
- HKGi to develop materials, such as boards or presentations for IGH staff to use at in-person or virtual events
- IGH staff to provide HKGi with all documentation of events/information gathered
- HKGi to amend completed Community Engagement Summary document with additional findings
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi/IGH Project coordination

HKGi hours to complete Task 1: 30 hours

HKGi fee estimate to complete Task 1: \$2,700



Chapters 1 (Intro and Process) and Chapter 2 (Community Characteristics):

IGH Staff Preparation:

- Complete review and mark-up of 2040 Comprehensive Plan Parks Chapter, 2009 Parks Master Plan (submit to HKGi one week prior to workshop)
 - What has been accomplished?
 - What goals, ideas should be built upon for this plan?
 - What is not relevant any longer
 - What was not addressed?
- Review community engagement summary (completed by HKGi Nov. 2020)

HKGi Preparation:

- Review staff mark-up of 2040 plan
- Gather/draft components of Community Characteristics (chapter 2) content with a focus on Sustainability, Healthy Active Living, Technology, Equity/Access, Development and Growth

Chapter 1 & 2 Workshop:

- HKGi to facilitate workshop with parks staff (and other staff/commission members as needed) to develop goals and vision for the park system, review trends/characteristics

Post-Workshop:

- HKGi to draft Chapters 1 and 2
- IGH staff to review and provide comments
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi to revise draft accordingly
- HKGi/IGH Project coordination

HKGi hours to complete Task 2: 50 hours

HKGi fee estimate to complete Task 2: \$4,600

Chapter 3 (Parks, Trails and Open Spaces System Framework) Work Plan:

IGH Staff Preparation:

- Review Needs Analysis document (completed by HKGi December 2020), mark-up or add to conclusions (submit to HKGi one week prior to workshop)
- Review community engagement summary (November 2020)
- Compile any additional community engagement feedback gathered (focus groups?) since Summer 2020 (submit to HKGi one week prior to workshop)



HKGi Preparation:

- Complete trails gap analysis (update from previous study)
- Review existing parks and trails classification system, draft recommendations for amending
- Draft needs/project/recommendations list for parks, trails, open spaces

Chapter 3 Workshop:

- HKGi to facilitate workshop with parks staff (and others as needed) to develop recommendations / goals, actions for implementation, identify key staff to initiate, identify priorities

Post-Workshop:

- HKGi to draft Chapter 3
- IGH staff to review and provide comments
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi to revise draft accordingly
- HKGi/IGH Project coordination

HKGi hours to complete Task 3: 40 hours

HKGi fee estimate to complete Task 3: \$4,000

Chapter 4 (Maintenance and Operations Plan) Work Plan:

IGH Staff Preparation:

- Provide summary/bulleted list or spreadsheet of current operations activities/costs
- Provide facility inventory, asset management summary
- Provide summary or spreadsheet of current maintenance activities / costs
- Provide Pavement Management Plan (assuming this is already in-use)
- Provide Replacement Plan
- Provide any other budget items related to maintenance/operations
- Provide summary/bulleted list of current software, evaluation tools, GIS, etc. (technology) that is being used today
- All items above to be submitted to HKGi 2 weeks prior to workshop

HKGi Preparation:

- HKGi to review all materials provided by IGH
- Draft observations/recommendations that align with goals/vision as identified in Chapter 1



Chapter 4 Workshop/Meeting:

- HKGI to facilitate workshop/meeting with park staff, including maintenance/operations staff (or others as needed) to review and refine draft observations/recommendations, identify implementation actions, identify staff to initiate actions, prioritize activities

Post-Workshop:

- HKGI to draft Chapter 4
- IGH staff to review and provide comments
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGI to revise draft accordingly
- HKGI/IGH Project coordination

HKGI hours to complete Task 4: 40 hours

HKGI fee estimate to complete Task 4: \$4,000

Chapter 5 (Natural Resource Management) Work Plan:

IGH Staff Preparation:

- Provide summary / bulleted list of existing maintenance, operations related to natural resource management
- Identify current department roles/responsibilities, outline gaps, in current natural resource management
- Compile any previous inventory, management plans, tree inventory, water resources inventory plans or documents
- All items above to be submitted to HKGI 2 weeks prior to workshop

HKGI Preparation

- HKGI to review all materials provided by IGH
- Draft observations/recommendations that align with goals/vision as identified in Chapter 1, community engagement gathered, previous planning efforts with other communities

Chapter 5 Workshop/Meeting:

- HKGI to facilitate workshop/meeting with park staff, including maintenance/operations staff (or others as needed) to review and refine draft observations/recommendations, identify implementation actions, identify staff to initiate actions, prioritize activities



Post-Workshop:

- HKGi to draft Chapter 5
- IGH staff to review and provide comments
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi to revise draft accordingly
- HKGi/IGH Project coordination

HKGi hours to complete Task 5: 40 hours

HKGi fee estimate to complete Task 5: \$4,000

Chapter 6 (Recreation Program Plan) Work Plan:

IGH Staff Preparation:

- Provide inventory of existing programs (in-progress)
- Provide a summary / bulleted list of observations or challenges identified by staff
- Provide summary/bulleted list of cost recovery expectations, function, history
- Compile any additional community engagement feedback gathered (focus groups) since Summer 2020
- All items above to be submitted to HKGi 2 weeks prior to workshop

HKGi Preparation

- HKGi to review all materials provided by IGH, draft observations/recommendations that align with goals/vision as identified in Chapter 1, community engagement gathered

Chapter 6 Workshop/Meeting:

- HKGi to facilitate workshop/meeting with park staff, including maintenance/operations staff (or others as needed) to review and refine draft observations/recommendations, identify implementation actions, identify staff to initiate actions, prioritize activities

Post-Workshop:

- HKGi to draft Chapter 6
- IGH staff to review and provide comments
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi to revise draft accordingly
- HKGi/IGH Project coordination

HKGi hours to complete Task 6: 40 hours

HKGi fee estimate to complete Task 6: \$4,200



Chapter 7 (Plan Implementation) Work Plan:

Work Plan:

- HKGi to compile all of the implementation actions/recommendations from previous chapters, identify priorities/roles etc., assign phasing/timelines
- HKGi to draft evaluation measures for implementation success
- HKGi to create cost guide for implementation activities
- HKGi to compile guidance for applicable funding sources
- HKGi to draft / format Chapter 7
- IGH to review, gather staff feedback/comments
- HKGI and IGH meeting to review comments/revisions
- HKGi to revise Chapter 7 accordingly
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi/IGH Project coordination

HKGi hours to complete Task 7: 50 hours

HKGi fee estimate to complete Task 7: \$5,000

Task 8: Community Engagement Phase 2 Work Plan

Purpose: Share components of draft plan with the public and gather feedback on recommendations and implementation activities. Gather ideas for how the public can get involved, partnership ideas, etc.

Work Plan:

- HKGi to format materials for sharing via web (social media messaging, social pinpoint/survey tools)
- HKGi to create materials and host (2) open house events (virtual or in-person or mix); IGH staff to assist with hosting
- HKGi to create materials for pop-up events; IGH staff to host events
- IGH staff to host focus group meetings; HKGi to provide supporting materials as needed
- IGH staff to provide any feedback gathered to HKGi
- HKGI to summarize feedback
- HKGI and IGH staff meeting to review feedback, develop recommendations for draft plan revisions
- IGH staff to coordinate updates to Council or Commissions as needed
- HKGi/IGH Project coordination

HKGi hours to complete Task 8: 70

HKGi fee estimate to complete Task 8: \$5,900



Task 9: Final Document Work Plan:

- HKGI to revise draft plan components as directed by IGH staff
- HKGI to compile all items created in prior tasks and format into final plan document
- HKGI to compile all materials listed in the appendices and format to align with document
 - IGH staff to provide Individual Park Maps, Special Facility Maps
 - HKGI to include summary of community engagement phases 1 and 2
- IGH staff to review final draft document
- HKGI to make any revisions as advised by staff
- IGH staff to coordinate updates to Council or Commissions, presentation for plan approval
 - HKGI to assist with formatting of materials/presentation
- HKGI to make any revisions as directed by IGH staff (after Council/Commission presentations) for final plan
- HKGI to package all materials and deliver to IGH staff
- HKGI/IGH Project coordination

HKGI hours to complete Task 9: 60

HKGI fee estimate to complete Task 9: \$5,400

Proposed Fee Summary

Task	Task Description	HKGI Staff Hours	Fee Estimate
1.0	Community Engagement Phase 1 (continued)	30	\$ 2,700
2.0	Ch 1 Intro and Ch 2 Community Characteristics	50	\$ 4,600
3.0	Ch 3 Parks/Trails/OS System Plan	40	\$ 4,000
4.0	Ch 4 Maintenance and Operations Plan	40	\$ 4,000
5.0	Ch 5 Natural Resource Management Plan	40	\$ 4,000
6.0	Ch 6 Recreation Program Plan	40	\$ 4,200
7.0	Ch 7 Implementation Plan	50	\$ 5,000
8.0	Community Engagement Phase 2	70	\$ 5,900
9.0	Final System Plan Document	60	\$ 5,400
Project Scope Total			\$ 39,800
Funds remaining from \$20,000 Planning Assistance contract (March 2020)			\$ -8,000
Amendment Proposal Fee			\$ 31,800

Consultant Team

Paul Paige, PLA, will serve as the Principal-In-Charge for the project. He will oversee administrative and quality control/quality assurance with review of project deliverables and materials.



Jody Rader, PLA, will serve as the Project Manager for the project. She will maintain day-to-day communications with Inver Grove Heights staff, as well as manage all tasks and deliverables completed by HKGi. Jody will assist with development, outreach, monitoring and summarization of community engagement, provide mapping and analysis services, work with the HKGi team to create recommendations. She will oversee the drafting and revisions to the plan document.

Rita Trapp, AICP, and **Gabrielle Grinde, PLA** will play an advisory role on the project team, reviewing specific recommendations and provide assistance to develop implementation strategies.

Trey Rouse, a planner with HKGi and **Aimee Hackett**, a project designer, will provide support in the areas of graphics, layout, community engagement, and plan development.

Project Management

The project manager will maintain bi-weekly check-in calls or emails with City staff to determine upcoming tasks and deadlines. Where possible, meetings will be combined with other concurrent park planning projects to take advantage of efficiencies. The project schedule and pacing of the tasks will be directed by IGH Parks staff, with consideration of other City staff involvement in workshops and review of draft material.

Professional Fees

This proposed amendment requests an additional \$31,800 to complete the total scope of work described above, for a total project cost not to exceed \$51,800.

City of Inver Grove Heights Responsibilities

- Respond to clarifying questions regarding data collection or analysis
- Provide mapping, community survey, or other existing data as it pertains to completing the project tasks.
- Provide feedback and comments on draft or summary materials
- Coordinate with city staff, city departments, the PRAC, and other boards and commissions as necessary
- Assist with outreach and coordination with Community Engagement efforts.

Please contact me you have any questions or need additional information.

Sincerely,

Paul Paige
President, HKGi

Authorization to Proceed:

Jon Oyanagi, Interim Parks and Recreation Director

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval for Capital Improvement Fund Reallocation

Meeting Date: April 12, 2021
 Item Type: Consent Agenda
 Contact: Phillip Stier - 651.450.2469
 Prepared by: Phillip Stier
 Reviewed by: Phillip Stier - Parks & Recreation

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:

Approve changing the utilization of the Parking Lot Lighting retrofit fund currently found in the 2021 Capital Improvement Plan. The current lighting project has already been started and will finish under budget. The remaining budget will be used to offset other projects currently needing funding.

SUMMARY:

The City Council previously approved \$50,000 for changing the Veteran Memorial Community Center parking lot lights to LED, but project is coming under budgeted amounts. Remaining budget will fund the following projects:

- Change and update Parking Lot Lighting to LED (\$10,000)
- Change and update lighting inside the Veterans Memorial Community Center to LED (\$10,000)
- Prepare construction documents to change the existing Bee Elite Gymnastics studio to a multiple usage room (\$20,000)
- Update locking mechanisms on all locker room doors leading to the swimming pool areas. Change over is requested by the Fire Inspector. (\$5,000)
- Update and change three obsolete drinking fountains to new style drinking fountains that also have bottle fillers. (\$5,000)

**Request for Council Action****Consider Change Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09A - Crack Seal**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Pavement Management Fund	X

PURPOSE/ACTION REQUESTED

Consider Changer Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09A - Crack Seal.

SUMMARY

The 2021 pavement management budget has \$350,000 available for crack seal and seal coat. The engineering estimate for City Project No. 2021-09A was \$92,420.00. City Project No. 2021-09A was awarded in the amount of \$36,059.92 to Fahrner Asphalt Sealers, LLC on March 22, 2021. In the interest of maximizing the city's capacity for pavement maintenance, Public Works/Engineering recommends crack sealing additional streets with budgeted funds to take advantage of favorable bid prices received.

Public Works/Engineering recommends approval of Change Order No. 1 in the amount of \$8,881.96 for a revised contract amount of \$44,941.88 for City Project No. 2021-09A - Crack Seal.

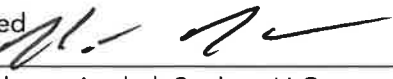
The following is a summary of Change Order No. 1:

Description	Unit	Est. Qty	Unit Price	Amount
F & I Crack Sealant (Street)	STA	82.2	\$71.80	\$5,901.96
Street Sweeping	HRS	18.0	\$110.00	\$1,980.00
Traffic Control	LS	2.0	\$500.00	\$1,000.00
Change Order No. 1 Total				\$8,881.96

JM/nh

Attachment(s): Change Order
Crack Seal Map

CHANGE ORDER NO. 1**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2021-09A - CRACK SEAL**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 12, 2021
Contractor: Fahrner Asphalt Sealers, LLC 2800 Mecca Drive Plover, WI 54467	Engineer: City Engineer
PURPOSE OF CHANGE ORDER: The 2021 pavement management budget has \$350,000 available for crack seal and seal coat. The engineering estimate for City Project No. 2021-09A was \$92,420.00. City Project No. 2021-09A was awarded in the amount of \$36,059.92 to Fahrner Asphalt Sealers, LLC on March 22, 2021. In the interest of maximizing the city's capacity for pavement maintenance, Public Works/Engineering recommends Crack Sealing additional streets with budgeted funds to take advantage of favorable bid prices received.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$36,059.92	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$36,059.92	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$8,881.96	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$44,941.88	Contract Time with Approved Change
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By:  Fahrner Asphalt Sealers, LLC

Approved By:



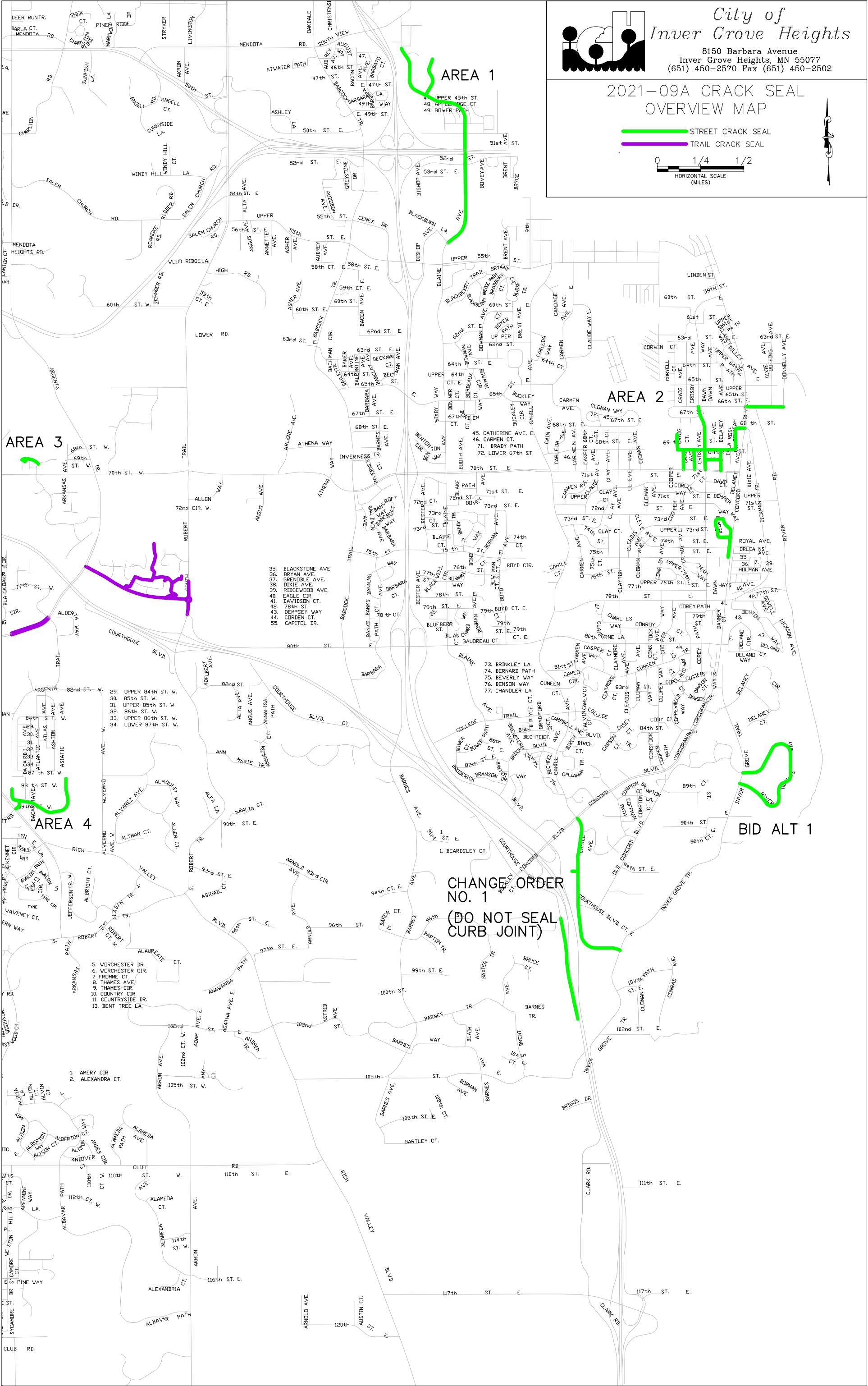
Thomas J. Kaldunski, City Engineer

Approved By:

Tom Bartholomew, Mayor

Date of Council Action:

April 12, 2021





Request for Council Action

Consider Change Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09B - Seal Coat

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Pavement Management Fund	X

PURPOSE/ACTION REQUESTED

Consider Changer Order No. 1 for the 2021 Pavement Management Program, City Project No. 2021-09B - Seal Coat.

SUMMARY

The 2021 pavement management budget has \$350,000 available for crack seal and seal coat. The engineering estimate for City Project No. 2021-09B was \$276,051.50. City Project No. 2021-09B was awarded in the amount of \$224,548.76 to Pearson Brothers, Inc. on March 22, 2021. In the interest of maximizing the city's capacity for pavement maintenance, Public Works/Engineering recommends seal coating additional streets with budgeted funds to take advantage of favorable bid prices received.

Public Works/Engineering recommends approval of Change Order No. 1 in the amount of \$54,721.68 for a revised contract amount of \$279,270.44 for City Project No. 2021-09B - Seal Coat.

The following is a summary of Change Order No. 1:

Description	Unit	Est. Qty	Unit Price	Amount
Street Sweeping	Hours	25	\$50.00	\$1,250.00
Bituminous Material for Fog Seal (CSS-1h)	GAL	3,348	\$1.75	\$5,859.00
Seal Coating (FA-2 Class A Trap Rock)	SY	33,946	\$0.84	\$28,514.64
Bituminous Material for Seal Coat (CRS-2P)	GAL	11,542	\$1.62	\$18,698.04
Seal Coat Test Strip	EA	1	\$200.00	\$200.00
Traffic Control	LS	1	\$200.00	\$ 200.00
Change Order No. 1 Total				\$54,721.68

JM/nh

Attachment(s): Change Order
Seal Coat map

CHANGE ORDER NO. 1**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2021-09B - SEAL COAT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: April 12, 2021
Contractor: Pearson Brothers, Inc. 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer
PURPOSE OF CHANGE ORDER: The 2021 pavement management budget has \$350,000 available for crack seal and seal coat. The engineering estimate for City Project No. 2021-09B was \$276,051.50. City Project No. 2021-09B was awarded in the amount of \$224,548.76 to Pearson Brothers, Inc. on March 22, 2021. In the interest of maximizing the city's capacity for pavement maintenance, Public Works/Engineering recommends seal coating additional streets with budgeted funds to take advantage of favorable bid prices received.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$224,548.76	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$224,548.76	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$54,721.68	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$279,270.44	Contract Time with Approved Change
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By:  Pearson Brothers, Inc.

Approved By:
Action:
Thomas J. Kaldunski, City Engineer

Approved By:

Tom Bartholomew, Mayor

Date of Council

April 12, 2021

**Request for Council Action****Consider Resolution Approving Part 2 of the Application for Permit Coverage Under the 2020 Reissuance of the MS4 General Permit**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
		Other: Click or tap here to enter text.	

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Part 2 of the Application for Permit Coverage Under the 2020 Reissuance of the MS4 General Permit

SUMMARY

The Minnesota Pollution Control Agency reissued the MS4 General Permit on November 16, 2020. Under Minnesota Rules, the deadline to submit Part 1 of the application for permit coverage was February 1, 2018. In compliance with these rules, the City submitted Part 1 of the application on January 8, 2018.

Under Minnesota Rules, the deadline to submit Part 2 of the application is due within 150 days from the issuance date of November 16, 2020, which is April 15, 2021. This application includes a Total Maximum Daily Load (TMDL) Application form that requires the City to show compliance in meeting sediment wasteload allocation to the Mississippi River. The City meets and exceeds the required sediment loading through the constructed stormwater basins treating stormwater prior to discharging into the Mississippi River. I recommend approval of the resolution approving Part 2 of the Application for Permit Coverage Under the 2020 Reissuance of the MS4 General Permit.

SWD/nh

Attachment(s): Resolution

Part 2 of the Application for MS4 General Stormwater Permit

TMDL/Waste Load Allocation Form

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

**RESOLUTION APPROVING PART 2 OF THE APPLICATION FOR PERMIT COVERAGE UNDER THE
2020 REISSUANCE OF THE MS4 GENERAL PERMIT**

RESOLUTION NO. _____

WHEREAS, the City is currently permitted to discharge stormwater under the 2013 issuance of the MS4 General Permit; and

WHEREAS, The Minnesota Pollution Control Agency reissued the MS4 General Permit on November 16, 2020; and

WHEREAS, Under Minnesota Rules, the city must submit Part 2 of the application for permit coverage under the reissued permit by April 15, 2021

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

1. Part 2 of the application for permit coverage is hereby approved and staff is directed to submit the application to the MPCA prior to the April 15, 2021 deadline.

Adopted by the City Council of Inver Grove Heights this 12th day of April, 2021.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Instructions: Submitting this application confirms your intent to receive authorization to discharge stormwater under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) MS4 General Permit (MNR040000). This application is due within 150 days from the issuance date of the MS4 General Permit (MNR040000). Throughout this application there are text fields with a typical maximum limit of four lines. If you need to provide information in a text field that exceeds the maximum limit, please submit an attachment(s) with supplemental information that is labeled with the corresponding field number (e.g., 9.J.).

Submittal: This application form and any associated documents (i.e., total maximum daily load (TMDL) application, any supplemental information) must be submitted electronically. To submit this form electronically, open the form using Internet Explorer Web browser or Adobe Acrobat Reader in order for the submit button to work properly. (If you do not have Acrobat Reader, you can download a free version at <https://get.adobe.com/reader/>.) Send the form to the Minnesota Pollution Control Agency (MPCA) by clicking the submit button at the end of the form (a "send email" window should open with the form attached), you can click on "Send" and then close the form. If you do not see a "send email", save the form to your computer and attach the form to an email message, using "MS4 Part 2 Permit Application" as the subject line to ms4permitprogram.pca@state.mn.us.

Review/Public Notice process: The MPCA will review the application for completeness. Incomplete applications will be returned. If the MPCA determines the application is complete, the MPCA will make a preliminary determination to issue permit coverage and place the application on public notice for 30 days. Once the applicant addresses any applicable comments or hearing requests, the MPCA will make a final determination to issue permit coverage to the applicant.

Please note, this application is intended to provide information about an applicant's existing SWPPP. An applicant that receives permit coverage is responsible for complying with all new applicable requirements set forth in the MS4 General Permit (MNR040000) by deadlines specified in Appendix B of the reissued permit.

Questions: If you have any questions, need additional information, contact MPCA staff. To find the staff assigned to your MS4, refer to the https://stormwater.pca.state.mn.us/index.php?title=MS4_staff_contact_information_and_staff_assignments; or see the staff contact information on the MPCA's MS4 webpage at <https://www.pca.state.mn.us/water/municipal-stormwater-ms4>.

Note: All questions with an asterisk(*) are **required** fields, and the form will not submit without the fields completed.

General contact information

1. MS4 Owner (with ownership or operational responsibility, or control of the MS4)

*MS4 permittee name: 1.A. City of Inver Grove Heights *County: 1.B. Dakota
(City, county, municipality, government agency or other entity)

*Mailing address: 1.C. 8150 Barbara Avenue

*City: 1.D. Inver Grove Heights *State: 1.E. MN *Zip code: 1.F. 55077

2. MS4 General contact (with SWPPP implementation responsibility)

*Last name: 2.A. Kaldunski *First name: 2.B. Thomas
(Department head, MS4 coordinator, consultant, etc.)

*Title: 2.C. City Engineer

*Mailing address: 2.D. 8150 Barbara Ave

*City: 2.E. Inver Grove Heights *State: 2.F. MN *Zip code: 2.G. 55076

*Phone (including area code): 2.H. (651) 450-2572 *Email: 2.I. tkaldunski@invergroveheights.org

3. Preparer information (complete if SWPPP application is prepared by a party other than MS4 General contact)

Last name: 3.A. Thulien First name: 3.B. Stephanie
(Department head, MS4 coordinator, consultant, etc.)

Title: 3.C. Project Engineer Organization: 3.D. Kimley-Horn and Associates

Mailing address: 3.E. 767 Eustis Street, Suite 100

City: 3.F. St. Paul State: 3.G. MN Zip code: 3.H. 55114

Phone (including area code): 3.I. (612) 431-2644 Email: 3.J. stephanie.thulien@kimley-horn.com

4. **Certification** (All fields are required)

☒ *Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted.

I certify that based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of civil and criminal penalties.

I have read, understood, and accepted all terms and conditions of the NPDES/SDS MS4 General Permit.

This certification is required by Minn. Stat. §§ 7001.0070 and 7001.0540. The authorized person with overall, MS4 legal responsibility must certify the application (principal executive officer or a ranking elected official).

By typing/signing my name below, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing my application.

*Signature: 4.A.

(This document has been electronically signed)

*Title: 4.B. City Engineer

*Date: 4.C.

*Mailing address: 4.D. 8150 Barbara Avenue

*City: 4.E. Inver Grove Heights

*State: 4.F. MN

*Zip code: 4.G. 55077

*Phone (including area code): 4.H. (651) 450-2572

*Email: 4.I. tkaldunski@invergroveheights.org

Note: The application will not be processed without certification.

*5. **Which type of MS4 do you represent?** (Check one)

- 5.A. ☒ City
- 5.B. ☐ County
- 5.C. ☐ Corrections
- 5.D. ☐ Education
- 5.E. ☐ Healthcare
- 5.F. ☐ Township
- 5.G. ☐ Transportation (i.e., Minnesota Department of Transportation [MnDOT])
- 5.H. ☐ Watershed District

*6. **Permit item 12.3:** Do you have any partnerships with another regulated small MS4(s) to satisfy one or more requirements of the General Permit?

- ☒ Yes
- ☐ No (skip to Q8)

7. **If yes in Q6, provide a description of the partnership(s):** (Maximum 10 lines of text)

Inver Grove Heights is a member of the Lower Mississippi River WMO and of the Eagan-IGH WMO per Joint Powers Agreements. They assisted with MCM1: Public Education and Outreach.

MCM 1: Public education and outreach

- *8. **Permit item 16.3:** Do you distribute educational materials or equivalent outreach focused on at least two (2) specifically selected stormwater-related issues of high priority? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

- ☐ Yes
☐ No (skip to Q11)

9. **If yes in Q8, what are your high-priority topics?** (Check all that apply)

- 9.A. ☐ Specific TMDL reduction targets
9.B. ☐ Changing local business practices
9.C. ☐ Promoting adoption of residential best management practices (BMPs)
9.D. ☐ Lake improvements through lake associations
9.E. ☐ Household chemicals
9.F. ☐ Yard waste
9.G. ☐ Construction activities
9.H. ☐ Post-construction activities
9.I. ☐ Other (describe below):
9.J.

Additional information for checked items (optional):

9.K.

10. **If yes in Q8, how do you educate the public about stormwater-related issues?** (Check all that apply)

- 10.A. ☐ Brochure
10.B. ☐ Newsletter
10.C. ☐ Utility bill insert
10.D. ☐ Newspaper ad
10.E. ☐ Radio ad
10.F. ☐ Television ad
10.G. ☐ Cable access channel
10.H. ☐ Website
10.I. ☐ Stormwater-related event
10.J. ☐ Other (describe below):
10.K.

Additional information for checked items (optional):

10.L.

- *11. **Permit item 16.4:** At least once each calendar year, do you distribute educational outreach focused on illicit discharge recognition and reporting illicit discharges? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

- ☒ Yes
☐ No (skip to Q13)

12. **If yes in Q11, how do you educate the public about illicit discharge recognition and reporting?** (Check all that apply)

- 12.A. ☒ Brochure
12.B. ☒ Newsletter
12.C. ☐ Utility bill insert

- 12.D. ☒ Newspaper ad
- 12.E. ☐ Radio ad
- 12.F. ☐ Television ad
- 12.G. ☐ Cable access channel
- 12.H. ☒ Website
- 12.I. ☒ Stormwater-related event
- 12.J. ☐ Other (describe below):
- 12.K.

Additional information for checked items (optional):

12.L.

If you represent a city or township, please answer questions 13-16; if you do not represent a city or township, skip to question 17.

13. **Permit item 16.5:** At least once each calendar year, do you distribute educational materials or equivalent outreach to residents, businesses, commercial facilities, and institutions, focused on deicing salt use? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

☐ Yes

☐ No (skip to Q15)

14. **If yes in Q13, what does your education or outreach cover?** (Check all that apply)

14.A. ☐ The impacts of salt use on receiving waters

14.B. ☐ Methods to reduce salt use

14.C. ☐ Proper storage of salt or other deicing materials

14.D. ☐ Other (describe below):

14.E.

Additional information for checked items (optional):

14.F.

15. **Permit item 16.6:** At least once each calendar year, do you distribute educational materials or equivalent outreach focused on pet waste? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

☐ Yes

☐ No (skip to Q17)

16. **If yes in Q15, what do your educational materials or equivalent outreach on pet waste include?** (Check all that apply)

16.A. ☐ Impacts of pet waste on receiving waters

16.B. ☐ Proper management of pet waste

16.C. ☐ Any existing regulatory mechanism(s) for pet waste

16.D. ☐ Other (describe below):

16.E.

Additional information for checked items (optional):

16.F.

*17. **Permit item 16.7:** Do you have an education and outreach plan?

☒ Yes

☐ No (skip to Q19)

18. **If yes in Q17, which components does your education and outreach plan include?** (Check all that apply)

18.A. ☒ Target audience(s) (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**) If checked, specify your target audiences:

18.A.1. ☒ Residents

18.A.2. ☒ Businesses

18.A.3. ☒ Commercial facilities

18.A.4. ☒ Institutions

18.A.5. ☐ Local organizations

18.A.6. ☐ Low income residents

18.A.7. ☐ People of color

18.A.8. ☐ Non-native English speaking residents

18.A.9. ☐ Other (describe below):

18.A.10.

18.B. ☒ Name or position title of responsible person(s) for overall plan implementation.

18.B.1. If checked, specify the name(s) or position title(s):

City Engineer

18.C. ☐ Specific activities and schedules to reach each target audience.

18.C.1. If checked, provide any additional information (optional):

18.D. ☐ A description of any coordination with and/or use of stormwater education and outreach programs implemented by other entities, if applicable.

18.D.1. If checked, provide any additional information (optional):

*19. **Permit item 16.8:** Do you document information relating to MCM 1?

☒ Yes

☐ No (skip to Q21)

20. **If yes in Q19, what do you document?** (Check all that apply)

20.A. ☒ A description of all specific stormwater-related issues you identified in item 16.3

20.B. ☒ All information required under your education and outreach plan in item 16.7

20.C. ☒ Activities held, including dates, to reach each target audience

20.D. ☒ Quantities and descriptions of educational materials distributed, including dates distributed

20.E. ☒ Estimated audience (e.g., number of participants, viewers, readers, listeners, etc.) for each completed education and outreach activity (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

- *21. **Permit item 12.4:** Who is responsible for implementation of this MCM? List name(s) or position title(s):
City Engineer
22. **Provide any additional information about your current education and outreach program that you would like to share (optional): (Maximum 10 lines of text)**

MCM 2: Public participation/involvement

- *23. **Permit item 17.3:** Do you provide a minimum of one (1) annual opportunity for the public to provide input on the adequacy of the SWPPP?
☒ Yes
☐ No (skip to Q25)
24. **If yes in Q23, describe the opportunity(ies):**
A public meeting was held, along with a public event in the form of a Facebook Live Event. Residents are also able to provide feedback on the city website.
- *25. **Permit item 17.4:** Do you provide access to the SWPPP Document, annual reports, and other documentation that supports or describes the SWPPP (e.g., regulatory mechanism(s), etc.) for public review, upon request?
☒ Yes
☐ No (skip to Q27)
26. **If yes in Q25, how can the public access this information? (Check all that apply)**
26.A. ☒ Hardcopy upon request
26.B. ☐ Our website
26.C. ☐ Available at public event
26.D. ☐ Other (describe below):
26.E.
- *27. **Permit item 17.5:** Do you consider oral and written input regarding the SWPPP submitted by the public?
☒ Yes
☐ No
- *28. **Permit item 17.6:** Each calendar year, do you provide a minimum of one (1) public involvement activity that includes a pollution prevention or water quality theme? **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
☒ Yes
☐ No (skip to Q30)
29. **If yes in Q28, what are the themes of your public involvement activity/activities? (Check all that apply)**
29.A. ☒ Rain barrel distribution event
29.B. ☒ Rain garden workshop
29.C. ☐ Cleanup event
29.D. ☐ Storm drain stenciling

- 29.E. ☐ Volunteer water quality monitoring
29.F. ☒ Adopt a storm drain program
29.G. ☐ Household hazardous waste collection day
29.H. ☐ Other (describe below):
29.I.

Additional information for checked items (optional):
29.J.

- *30. **Permit item 17.7:** Do you document information relating to MCM 2?
☒ Yes
☐ No (skip to Q32)
31. **If yes in Q30, what do you document?** (Check all that apply)
31.A. ☒ All relevant written input submitted by persons regarding the SWPPP
31.B. ☒ All of your responses to written input received regarding the SWPPP, including any modifications made to the SWPPP as a result of the written input received
31.C. ☒ Date(s), location(s), and estimated number of participants at events held for purposes of compliance with permit item 17.3
31.D. ☒ Notices provided to the public of any events scheduled to meet permit item 17.3, including any electronic correspondence (e.g., website, email distribution lists, notices, etc.)
31.E. ☒ Date(s), location(s), description of activities, and estimated number of participants at events held for the purpose of compliance with permit item 17.6 (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- *32. **Permit item 12.4:** Who is responsible for implementation of this MCM? List name(s) or position title(s):
City Engineer
33. **Provide any additional information about your current public participation/involvement program that you would like to share (optional):** (**Maximum 10 lines of text**)

MCM 3: Illicit Discharge Detection and Elimination (IDDE)

- *34. **Permit item 18.3:** Do you maintain a storm sewer system map?
☒ Yes
☐ No (skip to Q36)
35. **If yes in Q34, which of the following does your storm sewer map include?** (Check all that apply)
35.A. ☒ All pipes 12 inches or greater in diameter, including stormwater flow direction in those pipes
35.B. ☒ Outfalls, including a unique identification (ID) number, and an associated geographic coordinate
35.C. ☒ Structural stormwater BMPs that are part of your small MS4
35.D. ☒ All receiving waters

*36. **Permit item 18.4:** Do you have a regulatory mechanism(s) that prohibits non-stormwater discharges into your MS4?

☒ Yes

☐ No (skip to Q39)

37. **If yes in Q36, what does your regulatory mechanism(s) consist of?** (Check all that apply)

37.A. ☐ Contract language

37.B. ☒ Ordinance

37.C. ☐ Permits

37.D. ☒ Standards

37.E. ☒ Written policies

37.F. ☐ Operational plans

37.G. ☐ Legal agreements

37.H. ☐ Other mechanism(s) (describe below):

37.I.

38. **If yes in Q36,** provide a website address to the regulatory mechanism(s). If the regulatory mechanism is not available online, briefly describe how a copy of the regulatory mechanism can be obtained:

https://codelibrary.amlegal.com/codes/invergrovehtsmn/latest/invergrovehts_mn/0-0-0-5893#JD_9-5-13

If you represent a **city, township, or county** please answer question 39. **If you do not represent a city, township, or county skip to question 42.**

39. **Permit item 18.5:** Do you have a regulatory mechanism(s) that requires owners or custodians of pets to remove and properly dispose of feces from permittee owned land areas? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

☒ Yes

☐ No

If you represent a **city or township**, please answer questions 40-41. **If you do not represent a city or township, skip to question 42.**

40. **Permit item 18.6:** Do you have a regulatory mechanism(s) that requires proper salt storage at commercial, institutional, and non-NPDES permitted industrial facilities? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

☐ Yes

☐ No (Skip to Q42)

41. **If yes in Q40,** what does your regulatory mechanism(s) require? (Check all that apply)

41.A. ☐ Designated salt storage areas must be covered or indoors

41.B. ☐ Designated salt storage areas must be located on an impervious surface

41.C. ☐ Implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and containment)

41.D. ☐ Other (describe below):

41.E.

*42. **Permit item 18.7:** Do you incorporate illicit discharge detection into all inspection and maintenance activities conducted in permit items 21.9, 21.10, and 21.11?

☒ Yes

☐ No (Skip to Q44)

43. **If yes in Q42:** where feasible, do you conduct illicit discharge inspections during dry-weather conditions (e.g., periods of 72 or more hours of no precipitation)?

☒ Yes

☐ No

- *44. **Permit item 18.8:** At least once each calendar year, do you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges), and reporting illicit discharges for further investigation?
(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
☒ Yes
☐ No (Skip to Q47)
45. **If yes in Q44, which field staff do you train?** (Check all that apply)
 45.A. ☐ Police
 45.B. ☐ Fire department
 45.C. ☒ Public works
 45.D. ☒ Parks staff
 45.E. ☐ Other (describe below):
 45.F.
46. **If yes in Q44, how do you train staff?** (Check all that apply)
 46.A. ☐ Videos
 46.B. ☒ In-person presentations
 46.C. ☐ Webinars
 46.D. ☒ Training documents
 46.E. ☐ Emails
 46.F. ☐ Other (describe below):
 46.G.
- *47. **Permit item 18.9:** Do you ensure that individuals receive training commensurate with their responsibilities as they relate to your IDDE program? Individuals includes, but is not limited to, individuals responsible for investigating, locating, eliminating illicit discharges, and/or enforcement. *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
☒ Yes
☐ No (Skip to Q50)
48. **If yes in Q47, how are these individuals trained?** (Check all that apply)
 48.A. ☐ Videos
 48.B. ☒ In-person presentations
 48.C. ☐ Webinars
 48.D. ☒ Training documents
 48.E. ☐ Emails
 48.F. ☐ Other (describe below):
 48.G.
49. **If yes in Q47, do previously trained individuals attend a refresher-training every three (3) calendar years following the initial training?**
☒ Yes
☐ No
- *50. **Permit item 18.10:** Do you maintain a written or mapped inventory of priority areas you identify as having a higher likelihood for illicit discharges? *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
☐ Yes
☐ No

- *51. **Permit item 18.11:** To the extent allowable under state or local law, do you conduct additional illicit discharge inspections in priority areas?
- ☐ Yes
- ☐ No (Skip to Q53)
52. **If yes in Q51,** how often do you conduct illicit discharge inspections in priority areas:
- *53. **Permit item 18.12:** Do you have written procedures for investigating, locating, and eliminating the source of illicit discharges? *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
- ☒ Yes
- ☐ No (Skip to Q55)
54. **If yes in Q53, what do your procedures include? Check all that apply:** *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
- 54.A. ☒ A timeframe in which you will investigate a reported illicit discharge
- 54.A.1. If checked, describe:
- 1) Public Works staff will investigate and fill-out an IDDE Tracking Form
 - 2) If the responsible party can be identified, they are directed to provide containment and site clean-up and Public Works will oversee the process to ensure compliance.
- 54.B. ☒ Use of visual inspections to detect and track the source of an illicit discharge
- 54.C. ☐ Tools to investigate and locate an illicit discharge
- If checked, what tools do you use? (Check all that apply)
- 54.C.1. ☐ Mobile cameras
- 54.C.2. ☐ Collecting and analyzing water samples
- 54.C.3. ☐ Smoke testing
- 54.C.4. ☐ Dye testing
- 54.C.5. ☐ Other (describe below):
- 54.C.6
- 54.D. ☒ Cleanup methods to remove an illicit discharge or spill:
- 54.D.1. If checked, describe:
- 1) If location and type of material are known a clean-up crew should be dispatched immediately from Public Works.
 - 2) Spill kits are located in yellow bins at Public Works and in most City facilities (?).
 - 3) Catch basin inlet protection should be placed on downstream storm sewer inlets immediately if necessary.
- 54.E. ☒ Name or position title of responsible person(s) for investigating, locating, and eliminating an illicit discharge
- 54.E.1. If checked, specify the name(s) or position title(s):
- City engineer, Director of Public Works
- *55. **Permit item 18.13:** Do you have written procedures for responding to spills, including emergency response procedures to prevent spills from entering the MS4?
- ☒ Yes
- ☐ No (Skip to Q57)
56. **If yes in Q55, do your written procedures include the immediate notification of the Minnesota Department of Public Safety Duty Officer at 1-800-422-0798 (toll free) or 651-649-5451 (Metro area), if the source of the illicit discharge is a spill or leak as defined in Minn. Stat. § 115.061?**
- ☒ Yes
- ☐ No

- *57. **Permit item 18.14:** Do you maintain written enforcement response procedures (ERPs) to compel compliance with your regulatory mechanism(s) in Section 18? *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
- ☒ Yes
- ☐ No (Skip to Q60)
58. **If yes in Q57, which of the following enforcement tools are available to you?** (Check all that apply)
- 58.A. ☐ Verbal warning
- 58.B. ☒ Notice of violation
- 58.C. ☐ Fine
- 58.D. ☐ Criminal action
- 58.E. ☐ Civil penalty
- 58.F. ☐ Other (describe below):
- 58.G.
59. **If yes in Q57, do your ERPs include the following?** (Check all that apply)
- 59.A. ☐ Timeframes to complete corrective actions
- 59.B. ☒ Name or position title of responsible person(s) for conducting enforcement
- *60. **Permit item 18.15:** Do you document information relating to MCM 3?
- ☒ Yes
- ☐ No (Skip to Q62)
61. **If yes in Q60, what do you document?** (Check all that apply)
- 61.A. ☐ Date(s) and location(s) of IDDE inspections conducted in accordance with permit items 18.7 and 18.11
- 61.B. ☒ Reports of alleged illicit discharges received, including date(s) of the report(s), and any follow-up action(s) you take
- 61.C. ☒ Date(s) of discovery of all illicit discharges
- 61.D. ☒ Identification of outfalls, or other areas, where illicit discharges have been discovered
- 61.E. ☒ Sources (including a description and the responsible party) of illicit discharges (if known)
- 61.F. ☒ Action(s) you take, including date(s), to address discovered illicit discharges
- *62. **Permit item 18.16:** Do you document training relating to permit item 18.8 and 18.9?
- ☒ Yes
- ☐ No (Skip to Q64)
63. **If yes in Q62, what training information do you document?** (Check all that apply)
- 63.A. ☒ General subject matter covered
- 63.B. ☒ Names and departments of individuals in attendance
- (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
- 63.C. ☒ Date of each event
- *64. **Permit item 18.17:** Do you document enforcement conducted pursuant to the ERPs in item 18.14, including verbal warnings?
- ☒ Yes
- ☐ No (Skip to Q66)
65. **If yes in Q64, what do you document relating to ERPs for MCM 3?** (Check all that apply)
- 65.A. ☒ Name of the person responsible for violating the terms and conditions of your regulatory mechanism(s)
- 65.B. ☒ Date(s) and location(s) of the observed violation(s)
- 65.C. ☒ Description of the violation(s)
- 65.D. ☒ Corrective action(s) (including completion schedule) that you issued
- 65.E. ☒ Referrals to other regulatory organizations (if any)
- 65.F. ☒ Date(s) violation(s) resolved
- *66. **Permit item 12.4:** Who is responsible for implementation of this MCM? List name(s) or position title(s):
- City Engineer

67. Provide any additional information about your current illicit discharge detection and elimination program that you would like to share (optional): **(Maximum 10 lines of text)**

MCM 4: Construction site stormwater runoff control

- *68. **Permit item 19.3:** Do you have a regulatory mechanism(s) that establishes requirements for erosion, sediment, and waste controls?
- ☒ Yes
- ☐ No (skip to Q73)
69. **If yes in Q68, what does your regulatory mechanism(s) consist of?** (Check all that apply)
- 69.A. ☐ Contract language
- 69.B. ☒ Ordinance
- 69.C. ☐ Permits
- 69.D. ☒ Standards
- 69.E. ☒ Written policies
- 69.F. ☐ Operational plans
- 69.G. ☐ Legal agreements
- 69.H. ☐ Other mechanism(s) (describe below):
- 69.I.
70. **If yes in Q68, provide a website address to the regulatory mechanism(s). If the regulatory mechanism is not available online, briefly describe how a copy of the regulatory mechanism can be obtained:**
- https://codelibrary.amlegal.com/codes/invergrovehtsmn/latest/invergrovehts_mn/0-0-0-5530
71. **If yes in Q68, is your regulatory mechanism(s) at least as stringent as the MPCA's most current Construction Stormwater General Permit (MNR100001) for erosion, sediment, and waste controls by incorporating the Construction Stormwater General Permit by reference, or by incorporating all items in Q72?**
- ☒ Yes (skip to Q73)
- ☐ No
72. **If no in Q71, which of the following requirements are incorporated into your regulatory mechanism(s)?** (Check all that apply)
- 72.A. Erosion prevention practices:**
- 72.A.1. ☐ Before work begins, owner(s)/operator(s) must delineate the location of areas not to be disturbed.
- 72.A.2. ☐ Owner(s)/operator(s) must minimize the need for disturbance of portions of the project with steep slopes. When steep slopes must be disturbed, owner(s)/operator(s) must use techniques such as phasing and stabilization practices designed for steep slopes (e.g., slope draining and terracing).
- 72.A.3. ☐ Owner(s)/operator(s) must stabilize all exposed soil areas, including stockpiles. Stabilization must be initiated immediately to limit soil erosion when construction activity has permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed no later than 14 calendar days after the construction activity has ceased. Stabilization is not required on constructed base components of roads, parking lots and similar surfaces. Stabilization is not required on temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) but owner(s)/operator(s) must provide sediment controls at the base of the stockpile.

- 72.A.4. ☐ For Public Waters that the Minnesota Department of Natural Resources (DNR) has promulgated “work in water restrictions” during specified fish spawning time frames, owner(s)/operator(s) must complete stabilization of all exposed soil areas within 200 feet of the water’s edge, and that drain to these waters, within 24 hours during the restriction period.
- 72.A.5. ☐ Owner(s)/operator(s) must stabilize the normal wetted perimeter of the last 200 linear feet of temporary or permanent drainage ditches or swales that drain water from the site within 24 hours after connecting to a surface water or property edge. Owner(s)/operator(s) must complete stabilization of the remaining portions of temporary or permanent ditches or swales within 14 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch temporarily or permanently ceases.
- 72.A.6. ☐ Temporary or permanent ditches or swales that are being used as a sediment containment system during construction (with properly designed rock-ditch checks, bio rolls, silt dikes, etc.) do not need to be stabilized. Owner(s)/operator(s) must stabilize these areas within 24 hours after their use as a sediment containment system ceases.
- 72.A.7. ☐ Owner(s)/operator(s) must not use mulch, hydromulch, tackifier, polyacrylamide or similar erosion prevention practices within any portion of the normal wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than two percent.
- 72.A.8. ☐ Owner(s)/operator(s) must provide temporary or permanent energy dissipation at all pipe outlets within 24 hours after connection to a surface water or permanent stormwater treatment system.
- 72.A.9. ☐ Owner(s)/operator(s) must not disturb more land (i.e., phasing) than can be effectively inspected and maintained.

72.B. Sediment control practices:

- 72.B.1. ☐ Owner(s)/operator(s) must establish sediment control BMPs on all down gradient perimeters of the site and downgradient areas of the site that drain to any surface water, including curb and gutter systems. Owner(s)/operator(s) must locate sediment control practices upgradient of any buffer zones. Owner(s)/operator(s) must install sediment control practices before any upgradient land-disturbing activities begin and must keep the sediment control practices in place until they establish permanent cover.
- 72.B.2. ☐ If the downgradient sediment controls are overloaded, based on frequent failure or excessive maintenance requirements, owner(s)/operator(s) must install additional upgradient sediment control practices or redundant BMPs to eliminate the overloading and amend the site plans to identify these additional practices.
- 72.B.3. ☐ Temporary or permanent drainage ditches and sediment basins designed as part of a sediment containment system (e.g., ditches with rock-check dams) require sediment control practices only as appropriate for site conditions.
- 72.B.4. ☐ A floating silt curtain placed in the water is not a sediment control BMP to satisfy perimeter control requirements in this part except when working on a shoreline or below the waterline. Immediately after the short term construction activity (e.g. installation of rip rap along the shoreline) in that area is complete, owner(s)/operator(s) must install an upland perimeter control practice if exposed soils still drain to a surface water.
- 72.B.5. ☐ Owner(s)/operator(s) must re-install all sediment control practices adjusted or removed to accommodate short-term activities such as clearing or grubbing, or passage of vehicles, immediately after the short-term activity is completed. Owner(s)/operator(s) must re-install sediment control practices before the next precipitation event even if the short-term activity is not complete.
- 72.B.6. ☐ Owner(s)/operator(s) must protect all storm drain inlets using appropriate BMPs during construction until they establish permanent cover on all areas with potential for discharging to the inlet.
- 72.B.7. ☐ Owner(s)/operator(s) may remove inlet protection for a particular inlet if a specific safety concern (e.g., street flooding/freezing) is identified by owner(s)/operator(s) or the jurisdictional authority (e.g., city/county/township/ MnDOT engineer). Owner(s)/operator(s) must document the need for removal in the site plans.
- 72.B.8. ☐ Owner(s)/operator(s) must provide silt fence or other effective sediment controls at the base of stockpiles on the downgradient perimeter.
- 72.B.9. ☐ Owner(s)/operator(s) must locate stockpiles outside of natural buffers or surface waters, including stormwater conveyances such as curb and gutter systems unless there is a bypass in place for the stormwater.
- 72.B.10. ☐ Owner(s)/operator(s) must install a vehicle tracking BMP to minimize the track out of sediment from the construction site or onto paved roads within the site.
- 72.B.11. ☐ Owner(s)/operator(s) must use street sweeping if vehicle tracking BMPs are not adequate to prevent sediment tracking onto the street.
- 72.B.12. ☐ In any areas of the site where final vegetative stabilization will occur, owner(s)/operator(s) must restrict vehicle and equipment use to minimize soil compaction.
- 72.B.13. ☐ Owner(s)/operator(s) must preserve topsoil on the site, unless infeasible.
- 72.B.14. ☐ Owner(s)/operator(s) must direct discharges from BMPs to vegetated areas unless infeasible.
- 72.B.15. ☐ Owner(s)/operator(s) must preserve a 50 foot natural buffer or, if a buffer is infeasible on the site, provide redundant (double) perimeter sediment controls when a surface water is located within 50 feet of the project’s earth disturbances and stormwater flows to the surface water. Owner(s)/operator(s) must install

perimeter sediment controls at least 5 feet apart unless limited by lack of available space. Natural buffers are not required adjacent to road ditches, judicial ditches, county ditches, stormwater conveyance channels, storm drain inlets, and sediment basins. If preserving the buffer is infeasible, owner(s)/operator(s) must document the reasons in the site plans. Sheet piling is a redundant perimeter control if installed in a manner that retains all stormwater.

- 72.B.16. ☐ Owner(s)/operator(s) must use polymers, flocculants, or other sedimentation treatment chemicals in accordance with accepted engineering practices, dosing specifications and sediment removal design specifications provided by the manufacturer or supplier. Owner(s)/operator(s) must use conventional erosion and sediment controls prior to chemical addition and must direct treated stormwater to a sediment control system for filtration or settlement of the floc prior to discharge.

72.C. Dewatering and basin draining:

- 72.C.1. ☐ Owner(s)/operator(s) must discharge turbid or sediment-laden waters related to dewatering or basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) to a temporary or permanent sediment basin on the project site unless infeasible. Owner(s)/operator(s) may dewater to surface waters if they visually check to ensure adequate treatment has been obtained and nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge. If owner(s)/operator(s) cannot discharge the water to a sedimentation basin prior to entering a surface water, owner(s)/operator(s) must treat it with appropriate BMPs such that the discharge does not adversely affect the surface water or downstream properties.
- 72.C.2. ☐ If owner(s)/operator(s) must discharge water that contains oil or grease, owner(s)/operator(s) must use an oil-water separator or suitable filtration device (e.g. cartridge filters, absorbents pads) prior to discharge.
- 72.C.3. ☐ Owner(s)/operator(s) must discharge all water from dewatering or basin-draining activities in a manner that does not cause erosion or scour in the immediate vicinity of discharge points or inundation of wetlands in the immediate vicinity of discharge points that causes significant adverse impact to the wetland.
- 72.C.4. ☐ If owner(s)/operator(s) use filters with backwash water, they must haul the backwash water away for disposal, return the backwash water to the beginning of the treatment process, or incorporate the backwash water into the site in a manner that does not cause erosion.

72.D. Inspection and maintenance:

- 72.D.1. ☐ Owner(s)/operator(s) must ensure that a trained person will inspect the entire construction site at least once every seven (7) days during active construction and within 24 hours after a rainfall event greater than one-half inch in 24 hours.
- 72.D.2. ☐ Owner(s)/operator(s) must inspect and maintain all permanent stormwater treatment BMPs.
- 72.D.3. ☐ Owner(s)/operator(s) must inspect all erosion prevention and sediment control BMPs and Pollution Prevention Management Measures to ensure integrity and effectiveness. Owner(s)/operator(s) must repair, replace, or supplement all nonfunctional BMPs with functional BMPs by the end of the next business day after discovery unless another time frame is specified below. Owner(s)/operator(s) may take additional time if field conditions prevent access to the area.
- 72.D.4. ☐ During each inspection, owner(s)/operator(s) must inspect surface waters, including drainage ditches and conveyance systems but not curb and gutter systems, for evidence of erosion and sediment deposition. Owner(s)/operator(s) must remove all deltas and sediment deposited in surface waters, including drainage ways, catch basins, and other drainage systems and restabilize the areas where sediment removal results in exposed soil. Owner(s)/operator(s) must complete removal and stabilization within seven (7) calendar days of discovery unless precluded by legal, regulatory, or physical access constraints. Owner(s)/operator(s) must use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) calendar days of obtaining access. Owner(s)/operator(s) are responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
- 72.D.5. ☐ Owner(s)/operator(s) must inspect construction site vehicle exit locations, streets and curb and gutter systems within and adjacent to the project for sedimentation from erosion or tracked sediment from vehicles. Owner(s)/operator(s) must remove sediment from all paved surfaces within one (1) calendar day of discovery or, if applicable, within a shorter time to avoid a safety hazard to users of public streets.
- 72.D.6. ☐ Owner(s)/operator(s) must repair, replace, or supplement all perimeter control devices when they become nonfunctional or the sediment reaches one-half of the height of the device.
- 72.D.7. ☐ Owner(s)/operator(s) must drain temporary and permanent sedimentation basins and remove the sediment when the depth of sediment collected in the basin reaches one-half of the storage volume.
- 72.D.8. ☐ Owner(s)/operator(s) must ensure that at least one individual present on the site (or available to the project site in three (3) calendar days) is trained in the job duties of overseeing the implementation of, revising and/or amending the site plans and performing inspections for the project.
- 72.D.9. ☐ Owner(s)/operator(s) may adjust the inspection schedule as follows:
- inspections of areas with permanent cover can be reduced to once per month, even if construction activity continues on other portions of the site; or
 - where construction sites have permanent cover on all exposed soil areas and no construction activity is occurring anywhere on the site, inspections can be reduced to once per month and, after 12 months, may be suspended completely until construction activity resumes. The MPCA may require inspections to resume if conditions warrant; or

- c. where construction activity has been suspended due to frozen ground conditions, inspections may be suspended. Inspections must resume within 24 hours of runoff occurring, or upon resuming construction, whichever comes first.
- 72.D.10 ☐ Owner(s)/operator(s) must record all inspections and maintenance activities within 24 hours of being conducted and these records must be retained with the site plans. These records must include:
- a. date and time of inspections; and
 - b. name of person(s) conducting inspections; and
 - c. accurate findings of inspections, including the specific location where corrective actions are needed; and
 - d. corrective actions taken (including dates, times, and party completing maintenance activities); and
 - e. date of all rainfall events greater than one-half inch in 24 hours, and the amount of rainfall for each event. Owner(s)/operator(s) must obtain rainfall amounts by either a properly maintained rain gauge installed onsite, a weather station that is within one (1) mile of owner(s)/operator(s) location, or a weather reporting system that provides site specific rainfall data from radar summaries; and
 - f. if owner(s)/operator(s) observe a discharge during the inspection, they must record and should photograph and describe the location of the discharge (i.e., color, odor, settled or suspended solids, oil sheen, and other obvious indicators of pollutants); and
 - g. any amendments to the site plans proposed as a result of the inspection must be documented within seven (7) calendar days.

72.E. Inspection and maintenance:

- 72.E.1. ☐ Owner(s)/operator(s) must place building products and landscape materials under cover (e.g., plastic sheeting or temporary roofs) or protect them by similarly effective means designed to minimize contact with stormwater. Owner(s)/operator(s) are not required to cover or protect products which are either not a source of contamination to stormwater or are designed to be exposed to stormwater.
- 72.E.2. ☐ Owner(s)/operator(s) must place pesticides, fertilizers and treatment chemicals under cover (e.g., plastic sheeting or temporary roofs) or protect them by similarly effective means designed to minimize contact with stormwater.
- 72.E.3. ☐ Owner(s)/operator(s) must store hazardous materials and toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) in sealed containers to prevent spills, leaks or other discharge. Storage and disposal of hazardous waste materials must be in compliance with Minn. R. ch. 7045 including secondary containment as applicable.
- 72.E.4. ☐ Owner(s)/operator(s) must properly store, collect, and dispose of solid waste in compliance with Minn. R. ch. 7035.
- 72.E.5. ☐ Owner(s)/operator(s) must position portable toilets so they are secure and will not tip or be knocked over. Owner(s)/operator(s) must dispose of sanitary waste in accordance with Minn. R. ch. 7041.
- 72.E.6. ☐ Owner(s)/operator(s) must take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. Owner(s)/operator(s) must ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. Owner(s)/operator(s) must report and clean up spills immediately as required by Minn. Stat. § 115.061, using dry clean up measures where possible.
- 72.E.7. ☐ Owner(s)/operator(s) must limit vehicle exterior washing and equipment to a defined area of the site. Owner(s)/operator(s) must contain runoff from the washing area in a sediment basin or other similarly effective controls and must dispose of waste from the washing activity properly. Owner(s)/operator(s) must properly use and store soaps, detergents, or solvents.
- 72.E.8. ☐ Owner(s)/operator(s) must provide effective containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity. Owner(s)/operator(s) must prevent liquid and solid washout wastes from contacting the ground and must design the containment so it does not result in runoff from the washout operations or areas. Owner(s)/operator(s) must properly dispose of liquid and solid wastes in compliance with Minn. R. ch. 7035. Owner(s)/operator(s) must install a sign indicating the location of the washout facility.

72.F. Temporary sediment basins:

- 72.F.1. ☐ Where ten (10) or more acres of disturbed soil drain to a common location, owner(s)/operator(s) must provide a temporary sediment basin to provide treatment of the runoff before it leaves the construction site or enters surface waters. Owner(s)/operator(s) may convert a temporary sediment basin to a permanent basin after construction is complete. The temporary basin is no longer required when permanent cover has reduced the acreage of disturbed soil to less than ten (10) acres draining to a common location.
- 72.F.2. ☐ The temporary basin must provide live storage for a calculated volume of runoff from a two (2)-year, 24-hour storm from each acre drained to the basin or 1,800 cubic feet of live storage per acre drained, whichever is greater.

- 72.F.3. ☐ Where owner(s)/operator(s) have not calculated the two (2)-year, 24-hour storm runoff amount, the temporary sediment basin must provide 3,600 cubic feet of live storage per acre of the basin's drainage area.
- 72.F.4. ☐ Owner(s)/operator(s) must design basin outlets to prevent short-circuiting and the discharge of floating debris.
- 72.F.5. ☐ Owner(s)/operator(s) must design the outlet structure to withdraw water from the surface to minimize the discharge of pollutants. Owner(s)/operator(s) may temporarily suspend the use of a surface withdrawal mechanism during frozen conditions. The basin must include a stabilized emergency overflow to prevent failure of pond integrity.
- 72.F.6. ☐ Owner(s)/operator(s) must provide energy dissipation for the basin outlet within 24 hours after connection to a surface water.
- 72.F.7. ☐ Owner(s)/operator(s) must locate temporary basins outside of surface waters and any required buffer zones.
- 72.F.8. ☐ Owner(s)/operator(s) must construct temporary basins prior to disturbing (10) or more acres of soil draining to a common location.
- 72.F.9. ☐ Where a temporary sediment basin meeting the requirements of this part is infeasible, owner(s)/operator(s) must install effective sediment controls such as smaller sediment basins and/or sediment traps, silt fences, vegetative buffer strips or any appropriate combination of measures as dictated by individual site conditions. In determining whether installing a sediment basin is infeasible, owner(s)/operator(s) must consider public safety and may consider factors such as site soils, slope, and available area on-site. Owner(s)/operator(s) must document this determination of infeasibility in the site plans.

72.G. Termination conditions:

- 72.G.1. ☐ Owner(s)/operator(s) must complete all construction activity and must install permanent cover over all areas. Vegetative cover must consist of a uniform perennial vegetation with a density of 70 percent of its expected final growth. Vegetation is not required where the function of a specific area dictates no vegetation, such as impervious surfaces or the base of a sand filter.
- 72.G.2. ☐ Owner(s)/operator(s) must clean the permanent stormwater treatment system of any accumulated sediment and must ensure the system meets all applicable requirements and is operating as designed.
- 72.F.3. ☐ Owner(s)/operator(s) must remove all sediment from conveyance systems.
- 72.G.4. ☐ Owner(s)/operator(s) must remove all temporary synthetic erosion prevention and sediment control BMPs. Owner(s)/operator(s) may leave BMPs designed to decompose on-site in place.
- 72.G.5. ☐ For residential construction only, permit coverage terminates on individual lots if the structure(s) are finished and temporary erosion prevention and downgradient perimeter control is complete and the residence sells to the homeowner.
- 72.G.6. ☐ For construction projects on agricultural land (e.g., pipelines across cropland), owner(s)/operator(s) must return the disturbed land to its preconstruction agricultural use.

72.H. If applicable, additional requirements for discharges to special and impaired waters:

- 72.H.1. ☐ Owner(s)/operator(s) must immediately initiate stabilization of exposed soil areas, and complete the stabilization within seven (7) calendar days after the construction activity in that portion of the site temporarily or permanently ceases.
- 72.H.2. ☐ Owner(s)/operator(s) must provide a temporary sediment basin for common drainage locations that serve an area with five (5) or more acres disturbed at one time.
- 72.H.3. ☐ Owner(s)/operator(s) must include an undisturbed buffer zone of not less than 100 linear feet from a special water (not including tributaries) and must maintain this buffer zone at all times, both during construction and as a permanent feature post construction, except where a water crossing or other encroachment is necessary to complete the project. Owner(s)/operator(s) must fully document the circumstance and reasons the buffer encroachment is necessary in the site plans and include restoration activities. Owner(s)/operator(s) must minimize all potential water quality, scenic and other environmental impacts of these exceptions by the use of additional or redundant (double) BMPs and must document this in the site plans for the project.
- 72.H.4. ☐ Owner(s)/operator(s) must conduct routine site inspections once every three (3) days for projects that discharge to prohibited waters.

*73. **Permit item 19.5:** Does your regulatory mechanism(s) require that owners and operators of construction activity develop site plans that must be submitted to you for review and confirmation that regulatory mechanism(s) requirements have been met, prior to the start of construction activity?

- ☒ Yes
- ☐ No

*74. **Permit item 19.6:** Do you have written procedures for site plan reviews to ensure compliance with requirements of the regulatory mechanism(s)? (*Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.*)

- ☒ Yes
- ☐ No (Skip to Q76)

75. **If yes in Q74, do your procedures include the following?** (Check all that apply)
- 75.A. ☐ Written notification to owners and operators of the need to apply for and obtain coverage under the CSW Permit.
- 75.B. ☒ Use of a written checklist, consistent with the requirements of the regulatory mechanism(s), to document the adequacy of each site plan required.
- *76. **Permit item 19.7:** Do you have written procedures for conducting site inspections to determine compliance with your regulatory mechanism(s)?
- ☒ Yes
- ☐ No
- *77. **Permit item 19.8:** Do you maintain written procedures for identifying high-priority and low-priority sites for inspection?
(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
- ☐ Yes
- ☐ No (Skip to Q79)
78. **If yes in Q77, do your procedures include the following?** (Check all that apply)
- 78.A. ☐ A detailed explanation describing how sites will be categorized as either high-priority or low-priority.
 If checked, how do you prioritize sites for inspection? (Check all that apply)
- 78.A.1. ☐ Site topography
- 78.A.2. ☐ Soil characteristics
- 78.A.3. ☐ Types of receiving water(s)
- 78.A.4. ☐ Stage of construction
- 78.A.5. ☐ Compliance history
- 78.A.6. ☐ Weather conditions
- 78.A.7. ☐ Citizen complaints
- 78.A.8. ☐ Project size
- 78.A.9. ☐ Other (describe below):
- 78.A.10.
- 78.B. ☐ A frequency at which you will conduct inspections for high-priority sites.
 If checked, how often will you inspect high-priority sites? (Check only one)
- 78.B.1. ☐ More than once every seven (7) days
- 78.B.2. ☐ Once every seven (7) days
- 78.B.3. ☐ Once every 14 days
- 78.B.4. ☐ Once every 21 days
- 78.B.5. ☐ Once every 30 days
- 78.B.6. ☐ Other (describe below):
- 78.B.7.
- 78.C. ☐ A frequency at which you will conduct inspections for low-priority sites.
 If checked, how often will you inspect low-priority sites? (Check only one)
- 78.C.1. ☐ More than once every seven (7) days
- 78.C.2. ☐ Once every seven (7) days
- 78.C.3. ☐ Once every 14 days
- 78.C.4. ☐ Once every 21 days
- 78.C.5. ☐ Once every 30 days
- 78.C.6. ☐ Other (describe below):
- 78.C.7.

78.D. ☐ The name(s) of individual(s) or position title(s) responsible for conducting site inspections:

- *79. **Permit item 19.9:** Do you use a written checklist to document each site inspection when determining compliance with your regulatory mechanism(s)? *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*

☒ Yes

☐ No (Skip to Q82)

80. **If yes in Q79, are the following items incorporated in your written checklist?** (Check all that apply)

80.A. ☐ Stabilization of exposed soils (including stockpiles)

80.B. ☐ Stabilization of ditch and swale bottoms

80.C. ☒ Sediment control BMPs on all downgradient perimeters of the project and upgradient of buffer zones

80.D. ☒ Storm drain inlet protection

80.E. ☐ Energy dissipation at pipe outlets

80.F. ☐ Vehicle tracking BMPs

80.G. ☒ Preservation of a 50 foot natural buffer or redundant sediment controls where stormwater flows to a surface water within 50 feet of disturbed soils

80.H. ☐ Owner/operator of construction activity self-inspection records

80.I. ☐ Containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds, and other construction materials)

80.J. ☐ BMPs maintained and functional

81. **Provide any additional information on your process to document site inspections (optional):**

- *82. **Permit item 19.10:** Do you have written procedures for receipt and consideration of reports of noncompliance or other stormwater related information on construction activity submitted to you by the public?

☒ Yes

☐ No (Skip to Q84)

83. **If yes in Q82, please provide your procedures or a description of your procedures (e.g., how the public may submit concerns, typical timeframe for you to investigate reports):**

The public can call the City's number at (651) 450-2500. Public Works staff will investigate and fill-out an IDDE Tracking Form. If the responsible party can be identified, they are directed to provide containment and site clean-up and Public Works will oversee the process to ensure compliance.

- *84. **Permit item 19.11:** Do individuals receive training commensurate with their responsibilities as they relate to your Construction Site Stormwater Runoff Control program? Individuals includes, but is not limited to, individuals responsible for conducting site plan reviews, site inspections, and/or enforcement.

☒ Yes

☐ No (Skip to Q87)

85. **If yes in Q84, do previously trained individuals attend a refresher-training every three (3) calendar years following the initial training? (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
☒ Yes
☐ No
86. **If yes in Q84, what training do your staff who perform site inspections receive? (Check all that apply)**
 86.A. ☒ University of Minnesota Erosion and Stormwater Management Certification Program
 86.B. ☐ Qualified Compliance Inspector of Stormwater
 86.C. ☐ Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
 86.D. ☐ Minnesota Utility Contractors Association Erosion Control Training
 86.E. ☐ Certified Professional in Erosion and Sediment Control
 86.F. ☐ Certified Professional in Stormwater Quality
 86.G. ☐ Certified Erosion Sediment and Storm Water Inspector
 86.H. ☐ Other (describe below):
 86.I.
- *87. **Permit item 19.12:** Do you maintain written ERPs to compel compliance with your regulatory mechanism(s) in Section 19? (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
☒ Yes
☐ No (Skip to Q89)
88. **If yes in Q87, which enforcement tools are included in your ERPs? (Check all that apply)**
 88.A. ☒ Verbal warning
 88.B. ☒ Notice of violation
 88.C. ☒ Administrative order
 88.D. ☒ Stop work order
 88.E. ☐ Fine
 88.F. ☒ Forfeit of security bond money
 88.G. ☒ Withholding of certificate of occupancy
 88.H. ☐ Criminal action
 88.I. ☒ Civil penalty
 88.J. ☐ Other (describe below):
 88.K. Cease and Desist Order
- *89. **Please specify name or position title of responsible person(s) for conducting enforcement:**
 City Engineer
- *90. **Permit item 19.13:** Do you document each site plan review you conduct?
☒ Yes
☐ No (Skip to Q92)
91. **If yes in Q90, what do you document in your site plan review process? (Check all that apply)**
 91.A. ☒ Project name
 91.B. ☒ Location
 91.C. ☒ Total acreage to be disturbed
 91.D. ☒ Owner and operator of the proposed construction activity
 91.E. ☐ Proof of notification to obtain coverage under the CSW Permit or proof of coverage under the CSW Permit
 (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
 91.F. ☐ Any stormwater related comments and supporting completed checklist, to determine project approval or denial
 (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)

- *92. **Permit item 19.14:** Do you document training related to permit item 19.11?
☒ Yes
☐ No (Skip to Q94)
93. **If yes in Q92, what do you document?** (Check all that apply)
 93.A. ☐ General subject matter covered
 93.B. ☒ Name(s) and departments of individuals in attendance
(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
 93.C. ☒ Date of each event
- *94. **Permit item 19.15:** Do you document enforcement conducted pursuant to your ERPs in item 19.12, including verbal warnings?
☒ Yes
☐ No (Skip to Q96)
95. **If yes in Q94, what do you document relating to ERPs for MCM 4?** (Check all that apply)
 95.A. ☐ Name of the person responsible for violating the terms and conditions of your regulatory mechanism(s)
 95.B. ☒ Date(s) and location(s) of the observed violation(s)
 95.C. ☒ Description of the violation(s)
 95.D. ☒ Corrective action(s) (including completion schedule) that you issued
 95.E. ☐ Referrals to other regulatory organizations (if any)
 95.F. ☒ Date(s) violation(s) resolved
- *96. **Permit item 12.4: Who is responsible for implementation of this MCM? List name(s) or position title(s):**
 City Engineer
97. **Provide any additional information about your current construction site stormwater runoff control program that you would like to share (optional): (Maximum 10 lines of text)**

MCM 5: Post-construction stormwater management

- *98. **Permit item 20.3:** Do you have a post-construction stormwater management regulatory mechanism(s)?
☒ Yes
☐ No (skip to Q102)
99. **If yes in Q98, what does your regulatory mechanism(s) consist of?** (Check all that apply)
 99.A. ☐ Contract language
 99.B. ☒ Ordinance
 99.C. ☐ Permits
 99.D. ☒ Standards
 99.E. ☒ Written policies
 99.F. ☐ Operational plans
 99.G. ☐ Legal agreements
 99.H. ☐ Other mechanism(s) (describe below):
 99.I.

100. If yes in Q98, provide a website address to the regulatory mechanism(s). If the regulatory mechanism is not available online, briefly describe how a copy of the regulatory mechanism can be obtained:

https://codelibrary.amlegal.com/codes/invergrovehtsmn/latest/invergrovehts_mn/0-0-0-5530

101. If yes in Q98, which of the following requirements are incorporated into your regulatory mechanism? (Check all that apply)

- 101.A. ☒ **Permit item 20.4:** You must require owners of construction activity to submit site plans with post-construction stormwater management BMPs designed with accepted engineering practices to you for review and confirmation that regulatory mechanism(s) requirements have been met, prior to start of construction activity.
- 101.B. ☒ **Permit item 20.5:** You must require owners of construction activity to treat the water quality volume on any project where the sum of the new impervious surface and the fully reconstructed impervious surface equals one or more acres. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 101.C. ☒ **Permit item 20.6:** For construction activity (excluding linear projects), the water quality volume must be calculated as one (1) inch times the sum of the new and the fully reconstructed impervious surface. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 101.D. ☐ **Permit item 20.7:** For linear projects, the water quality volume must be calculated as the larger of one (1) inch times the new impervious surface or one-half (0.5) inch times the sum of the new and the fully reconstructed impervious surface. Where the entire water quality volume cannot be treated within the existing right-of-way, a reasonable attempt to obtain additional right-of-way, easement, or other permission to treat the stormwater during the project planning process must be made. Volume reduction practices must be considered first, as described in item 20.8. Volume reduction practices are not required if the practices cannot be provided cost effectively. If additional right-of-way, easements, or other permission cannot be obtained, owners of construction activity must maximize the treatment of the water quality volume prior to discharge from the MS4. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 101.E. ☒ **Permit item 20.8:** Volume reduction practices (e.g., infiltration or other) to retain the water quality volume on-site must be considered first when designing the permanent stormwater treatment system. This permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. If this permit prohibits infiltration as described in item 20.9, other volume reduction practices, a wet sedimentation basin, or filtration basin may be considered.
- 101.F. ☒ **Permit item 20.9:** Infiltration systems must be prohibited when the system would be constructed in areas:
- That receive discharges from vehicle fueling and maintenance areas, regardless of the amount of new and fully reconstructed impervious surface. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - Where high levels of contaminants in soil or groundwater may be mobilized by the infiltrating stormwater. To make this determination, the owners and/or operators of construction activity must complete the MPCA's site screening assessment checklist, which is available in the Minnesota Stormwater Manual, or conduct their own assessment. The assessment must be retained with the site plans. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - Where soil infiltration rates are more than 8.3 inches per hour unless soils are amended to slow the infiltration rate below 8.3 inches per hour. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - With less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock.
 - Of predominately Hydrologic Soil Group D (clay) soils. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - In an Emergency Response Area (ERA) within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, Subp. 13, classified as high or very high vulnerability as defined by the Minnesota Department of Health. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - In an ERA within a DWSMA classified as moderate vulnerability unless you perform or approve a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - Outside of an ERA within a DWSMA classified as high or very high vulnerability unless you perform or approve a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
 - Within 1,000 feet up-gradient or 100 feet down gradient of active karst features. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**

- j. That receive stormwater runoff from these types of entities regulated under NPDES for industrial stormwater: automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities.
- 101.G. ☒ **Permit item 20.10:** For non-linear projects, where the water quality volume cannot cost effectively be treated on the site of the original construction activity, you must identify, or may require owners of the construction activity to identify, locations where off-site treatment projects can be completed. If the entire water quality volume is not addressed on the site of the original construction activity, the remaining water quality volume must be addressed through off-site treatment and, at a minimum, ensure the requirements of permit items 20.11 through 20.14 are met.
- 101.H. ☒ **Permit item 20.11:** You must ensure off-site treatment project areas are selected in the following order of preference:
- Locations that yield benefits to the same receiving water that receives runoff from the original construction activity
 - Locations within the same DNR catchment area as the original construction activity
 - Locations in the next adjacent DNR catchment area up-stream
 - Locations anywhere within your jurisdiction
- 101.I. ☒ **Permit item 20.12:** Off-site treatment projects must involve the creation of new structural stormwater BMPs or the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP. Routine maintenance of structural stormwater BMPs already required by this permit cannot be used to meet this requirement.
- 101.J. ☒ **Permit item 20.13:** Off-site treatment projects must be completed no later than 24 months after the start of the original construction activity. If you determine that more time is needed to complete the treatment project, you must provide the reason(s) and schedule(s) for completing the project in the annual report.
- 101.K. ☒ **Permit item 20.14:** If you receive payment from the owner of a construction activity for off-site treatment, you must apply any such payment received to a public stormwater project, and all projects must comply with permit items 20.11 through 20.13.
- 101.L. ☒ **Permit item 20.15:** You must include the establishment of legal mechanism(s) between you and owners of structural stormwater BMPs not owned or operated by you, that have been constructed to meet the requirements in Section 20. The legal mechanism(s) must include provisions that, at a minimum:
- Allow you to conduct inspections of structural stormwater BMPs not owned or operated by you, perform necessary maintenance, and assess costs for those structural stormwater BMPs when you determine the owner of that structural stormwater BMP has not ensured proper function.
 - Are designed to preserve your right to ensure maintenance responsibility, for structural stormwater BMPs not owned or operated by you, when those responsibilities are legally transferred to another party.
 - Are designed to protect/preserve structural stormwater BMPs. If structural stormwater BMPs change, causing decreased effectiveness, new, repaired, or improved structural stormwater BMPs must be implemented to provide equivalent treatment to the original BMP.
- *102. **Permit item 20.16:** Do you maintain a written or mapped inventory of structural stormwater BMPs that you do not own or operate that meet all of the following criteria? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- The structural stormwater BMP includes an executed legal mechanism(s) between you and owners responsible for the long-term maintenance, as required in item 20.15; and
 - The structural stormwater BMP was implemented on or after August 1, 2013.
- ☒ Yes
☐ No
- *103. **Permit item 20.17:** Do you have written procedures for site plan reviews to ensure compliance with requirements of your regulatory mechanism(s)?
- ☒ Yes
☐ No
- *104. **Permit item 20.18:** Do individuals receive training commensurate with their responsibilities as they relate to your Post-Construction Stormwater Management program? Individuals include, but is not limited to, individuals responsible for conducting site plan reviews and/or enforcement.
- ☒ Yes
☐ No (Skip to Q106)
105. **If yes in Q104,** do previously trained individuals attend a refresher training every three (3) calendar years following the initial training? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- ☒ Yes
☐ No
- *106. **Permit item 20.19:** Do you maintain written ERPs to compel compliance with your regulatory mechanism(s) required in Section 20? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- ☒ Yes
☐ No (Skip to Q108)

107. **If yes in Q106, what enforcement tools are included in your ERPs?** (Check all that apply)

- 107.A. ☐ Verbal warning
- 107.B. ☒ Notice of violation
- 107.C. ☒ Administrative order
- 107.D. ☒ Fine
- 107.E. ☐ Criminal action
- 107.F. ☐ Civil penalty
- 107.G. ☐ Other (describe below):
- 107.H.

*108. **Please specify name or position title of responsible person(s) for conducting enforcement:**

City Engineer, Director of Public Works

*109. **Permit item 20.20:** Do you document each site plan review you conduct?

- ☒ Yes
- ☐ No (Skip to Q111)

110. **If yes in Q109, what do you document in your site plan review process?** (Check all that apply)

- 110.A. ☒ Supporting documentation used to determine compliance, including any calculations for the permanent stormwater treatment system.
- 110.B. ☒ The water quality volume that will be treated through volume reduction practices compared to the total water quality volume required to be treated. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 110.C. ☒ Documentation associated with off-site treatment projects you authorize, including rationale to support the location of permanent stormwater treatment projects in accordance with items 20.10 and 20.11. **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 110.D. ☒ Payments received and used in accordance with permit item 20.14.
- 110.E. ☒ All legal mechanisms drafted in accordance with permit item 20.15, including date(s) of the agreement(s) and name(s) of all responsible parties involved.

*111. **Permit item 20.21:** Do you document training related to your Post-Construction Stormwater Management program?

- ☐ Yes
- ☐ No (Skip to Q113)

112. **If yes in Q111, what are you documenting?** (Check all that apply)

- 112.A. ☐ General subject matter covered
- 112.B. ☐ Names and departments of individuals in attendance **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
- 112.C. ☐ The date of each event

*113. **Permit item 20.22:** Do you document enforcement conducted pursuant to your ERPs in item 20.19, including verbal warnings?

- ☒ Yes
- ☐ No (Skip to Q115)

114. **If yes in Q113, what do you document relating to ERPs for MCM 5?** (Check all that apply)

- 114.A. ☒ The name of the person responsible for violating the terms and conditions of your regulatory mechanism(s)
- 114.B. ☒ The date(s) and location(s) of the observed violation(s)
- 114.C. ☒ A description of the violation(s)
- 114.D. ☒ Corrective action(s) issued
- 114.E. ☒ Referrals to other regulatory organizations
- 114.F. ☒ The date(s) violation(s) are resolved

- *115. **Permit item 12.4:** Who is responsible for implementation of this MCM? List name(s) or position title(s):
City Engineer, Public Works Director

116. **Provide any additional information about your current post-construction stormwater management program that you would like to share (optional): (Maximum 10 lines of text)**

MCM 6: Pollution prevention/Good housekeeping for municipal operations

- *117. **Permit item 21.3:** Do you maintain a written or mapped inventory of your owned/operated facilities that contribute pollutants to stormwater discharges?

☒ Yes

☐ No (skip to Q119)

118. **If yes in Q117, which of the following facilities do you own and/or operate? (Check all that apply)**

118.A. ☐ Composting

118.B. ☒ Equipment storage and maintenance

118.C. ☒ Hazardous waste disposal

118.D. ☒ Hazardous waste handling and transfer

118.E. ☐ Landfill(s)

118.F. ☒ Solid waste handling and transfer

118.G. ☐ Park(s)

118.H. ☒ Pesticide storage

118.I. ☒ Public parking lot(s)

118.J. ☒ Public golf course(s)

118.K. ☐ Public swimming pool(s)

118.L. ☒ Public works yard(s)

118.M. ☐ Recycling

118.N. ☐ Salt storage

118.O. ☒ Snow storage

118.P. ☒ Vehicle storage and maintenance (e.g., fueling and washing) yard(s)

118.Q. ☐ Materials storage yard(s)

118.R. ☐ Other (describe below):

118.S.

- *119. **Permit item 21.4:** Do you implement BMPs to prevent or reduce pollutants in stormwater discharges from municipal operations?

☒ Yes

☐ No (Skip to Q121)

120. **If yes in Q119, provide additional information on the BMPs you implement to address stormwater discharges from municipal operations (e.g., waste disposal, management of stockpiles, road maintenance):**
Waste disposal and storage, management of stockpiles, vehicle storage and maintenance, sweeping parking lots, pavement maintenance, cold weather operations
- *121. **Permit item 21.5:** Do you implement BMPs at your owned/operated salt storage areas?
(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
☒ Yes
☐ No (Skip to Q123)
122. **If yes in Q121, what BMPs do you have in place at salt storage areas?** (Check all that apply)
122.A. ☐ Salt is covered or stored indoors
122.B. ☐ Salt stored on an impervious surface
122.C. ☐ Implementation of practices to reduce exposure when transferring material from salt storage areas
122.D. ☐ Other (describe below):
122.E.
- *123. **Permit item 21.6:** Do you implement a written snow and ice management policy for individuals that perform winter maintenance activities for you? *(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)*
☐ Yes
☐ No (Skip to Q125)
124. **If yes in Q123, what practices and procedures for snow and ice control operations are included?**
(Check all that apply)
124.A. ☐ Plowing or other snow removal practices
124.B. ☐ Sand use
124.C. ☐ Application of deicing compounds
124.D. ☐ Other (describe below):
124.E.
- *125. **Permit item 21.7:** Each calendar year, do all individuals that perform winter maintenance activities for you receive training?
(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)
☐ Yes
☐ No (Skip to Q127)
126. **If yes in Q125, what does the winter maintenance training include?** (Check all that apply)
126.A. ☐ The importance of protecting water quality
126.B. ☐ BMPs to minimize the use of deicers
126.C. ☐ Tools and resources to assist in winter maintenance (e.g., deicing application rate guidelines, calibration charts, Smart Salting Assessment Tool)
126.D. ☐ Other (describe below):
126.E.
- *127. **Permit item 21.8:** Do you maintain written procedures for determining TSS and total phosphorus (TP) treatment effectiveness of all owned/operated ponds constructed and used for the collection and treatment of stormwater?
☐ Yes
☐ No

- *128. **Permit item 21.9:** Do you inspect structural stormwater BMPs (excluding stormwater ponds, which are under a separate schedule) each calendar year to determine structural integrity, proper function, and maintenance needs (excluding structural stormwater BMPs where the inspection frequency has been adjusted)?
- ☒ Yes
☐ No
- *129. **Do you have a different inspection frequency (i.e., more or less than each calendar year) for any of your structural stormwater BMPs?**
- ☐ Yes
☐ No (Skip to Q131)
130. **If yes in Q129, what led to your adjusted inspection frequency? (Check all that apply)**
- 130.A. ☐ Complaints received or patterns of maintenance indicated a greater frequency was necessary.
130.B. ☐ Determined maintenance or sediment removal was not required after completion of the first two calendar year inspections.
130.C. ☐ Other (describe below):
130.D.
- *131. **Permit item 21.10:** Do you inspect all ponds and outfalls (excluding underground outfalls) each permit term in order to determine structural integrity, proper function, and maintenance needs?
- ☒ Yes
☐ No (Skip to Q133)
132. **If yes in Q131, describe the frequency of inspections:**
20% of outfalls and ponds are inspected each year
- *133. **Permit item 21.12:** Do you implement a stormwater management training program commensurate with individual's responsibilities as they relate to your SWPPP, including reporting and assessment activities? Training materials can be from the U.S. Environmental Protection Agency (EPA), state and regional agencies, or other organizations as appropriate to meet this requirement.
- ☒ Yes
☐ No (Skip to Q135)
134. **If yes in Q133, what does your stormwater management training program include? (Check all that apply)**
- 134.A. ☐ The importance of protecting water quality.
134.B. ☒ Cover the requirements of the permit relevant to the responsibilities of the individual.
134.C. ☐ A schedule that establishes initial training for individuals, including new and/or seasonal employees, and recurring training intervals to address changes in procedures, practices, techniques, or requirements.
134.D. ☐ Other (describe below):
134.E.
- 134.F. Additional information for checked items (optional):
- *135. **Permit item 21.13:** Do you document information associated with the operations and maintenance program?
- ☒ Yes
☐ No (Skip to Q137)
136. **If yes in Q135, what are you documenting? (Check all that apply)**
- 136.A. ☒ Date(s) and description of findings, including whether or not an illicit discharge is detected, for all inspections conducted in accordance with items 21.9 and 21.10.
136.B. ☐ Any adjustments to inspection frequency as authorized in item 21.9.
136.C. ☒ Date(s) and a description of maintenance conducted as a result of inspection findings, including whether or not an illicit discharge is detected.

- 136.D. ☐ Schedule(s) for maintenance of structural stormwater BMPs and outfalls when necessary maintenance cannot be completed within one year of discovery (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- 136.E. ☐ Stormwater management training events, including general subject matter covered, names and departments of individuals in attendance, and date of each event.

*137. **Permit item 21.14:** Do you document pond sediment excavation and removal activities?

- ☒ Yes
☐ No (Skip to Q139)

138. **If yes in Q137, what pond sediment excavation and removal activity information is documented?**

(Check all that apply)

- 138.A. ☐ A unique ID number and geographic coordinate of each stormwater pond from which sediment is removed.
138.B. ☒ The volume (e.g., cubic yards) of sediment removed from each stormwater pond.
138.C. ☒ Results from any testing of sediment from each removal activity.
138.D. ☐ Location(s) of final disposal of sediment from each stormwater pond.
138.E. Additional information for checked items (optional):

*139. **Permit item 12.4:** Who is responsible for implementation of this MCM? List name(s) or position title(s).

City Engineer

140. **Provide any additional information about your current pollution prevention/good housekeeping for municipal operations program that you would like to share (optional):** (Maximum 10 lines of text)

Discharges to Impaired Waters with an EPA-Approved TMDL that Includes an Applicable Waste Load Allocation (WLA)

To determine if you have an applicable WLA(s), please reference the MPCA's MS4 Permit TMDL Application Form webpage at https://stormwater.pca.state.mn.us/index.php?title=Guidance_for_completing_the_MS4_Permit_TMDL_Application_Form.

*141. **Permit item 22.3:** Do you have an applicable WLA where a reduction in pollutant loading is required for bacteria?

- ☒ Yes
☐ No (Skip to Q146)

142. **If yes in Q141, do you maintain a written or mapped inventory of potential areas and sources of bacteria (e.g., dense populations of waterfowl or other bird, dog parks)?** (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

- ☐ Yes
☐ No (Skip to Q145)

143. **If yes in Q142, do you maintain a written plan to prioritize reduction activities to address the areas and sources identified in the inventory? The written plan must include BMPs you will implement over the permit term.** (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)

- ☐ Yes
☐ No (Skip to Q145)

144. **If yes in Q143, which of the following are included in your written plan?** (Check all that apply)

- 144.A. ☐ Water quality monitoring to determine areas of high bacteria loading.
144.B. ☐ Installation of pet waste pick-up bags in parks and open spaces.
144.C. ☐ Elimination of over-spray irrigation at permittee land owned areas.

- 144.D. ☐ Removal of organic matter via street sweeping.
- 144.E. ☐ Implementation of infiltration structural stormwater BMPs.
- 144.F. ☐ Management of areas that attract dense populations of waterfowl (e.g., riparian plantings).
- 144.G. ☐ Other (describe below):
- 144.H.

145. **Permit item 12.9:** If yes in Q141, who is or will be responsible for implementation of this required component (i.e., inventory, plan, and BMP implementation)? List name(s) or position title(s):
City Engineer

*146. **Permit item 22.5:** Do you have an applicable WLA where a reduction in pollutant loading is required for chloride?
☐ Yes
☐ No (Skip to Q151)

147. **If yes in Q146, do you document the amount of deicer applied each winter maintenance season to all your owned/operated surfaces? (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
☐ Yes
☐ No

148. **If yes in Q146, each calendar year do you conduct an assessment of your winter maintenance operations to reduce the amount of deicing salt applied to your owned/operated surfaces and determine current and future opportunities to improve BMPs? You may use the MPCA's Smart Salting Assessment Tool or other available resources and methods to complete this assessment. The assessment must be documented. (Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**
☐ Yes
☐ No (Skip to Q150)

149. **If yes in Q148, what does your winter maintenance operations assessment include? (Check all that apply)**
149.A. ☐ Operational changes such as pre-wetting, pre-treating the salt stockpile, increasing plowing prior to deicing, monitoring of road surface temperature, etc.
149.B. ☐ Implementation of new or modified equipment providing pre-wetting, or other capability for minimizing salt use.
149.C. ☐ Regular calibration of equipment.
149.D. ☐ Optimizing mechanical removal to reduce use of deicers.
149.E. ☐ Designation of no salt and/or low salt zones.
149.F. ☐ Other (describe below):
149.G.

149.H. Additional information for checked items (optional):

150. **Permit item 12.9:** If yes in Q146, who is or will be responsible for implementation of this required component (i.e., documenting deicer applied and winter maintenance operations assessment)? List name(s) or position title(s):

*151. **Permit item 22.7:** Do you have an applicable WLA where a reduction in pollutant loading is required for temperature?
☐ Yes
☐ No (Skip to Q155)

152. If yes in Q151, do you maintain a written plan that identifies specific activities you will implement to reduce thermal loading during the permit term? **(Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.)**

☐ Yes
☐ No (Skip to Q154)

153. **If yes in Q152, what activities does the plan include?** (Check all that apply)

153.A. ☐ Implementation of infiltration BMPs such as bioinfiltration practices
153.B. ☐ Disconnection and/or reduction of impervious surfaces
153.C. ☐ Retrofitting existing structural stormwater BMPs
153.D. ☐ Improvement of riparian vegetation
153.E. ☐ Other (describe below):
153.F.

153.G. Provide any additional information about your written plan (optional):

154. **Permit item 12.9: If yes in Q151, who is or will be responsible for implementation of this required component? List name(s) or position title(s):**

- *155. **Permit item 12.8:** Do you have an applicable WLA(s) for oxygen demand, nitrate, TSS, or TP?

☒ Yes - If yes, you **must complete** the corresponding tabs in the *MS4 Permit TMDL Application* (available on the MPCA's website at https://stormwater.pca.state.mn.us/index.php?title=Guidance_for_completing_the_MS4_Permit_TMDL_Application_Form) and submit it with this application.

☐ No

Alum or Ferric Chloride Phosphorus Treatment Systems

- *156. **Permit Section 23:** Do you own and/or operate an Alum or Ferric Chloride Phosphorus Treatment System within your MS4?

☐ Yes - If yes, complete questions 157-173 as directed.
☐ No (Skip to Q174)

157. Provide the geographic coordinates of the alum or ferric chloride phosphorus treatment system, in decimal degrees. (Approximate centroid of treatment system within five-foot accuracy):

157.A. Latitude: _____

157.B. Longitude: _____

158. **Who is responsible for the operation of the treatment system? List name(s) or position title(s):**

- 159.A. **Provide the date the system first became operational (mm/dd/yyyy):** _____

For question 159.B-G, provide information for calendar year 2020.

159.B. For each month, provide the number of days the system was operational:

- 159.B.1. January: _____
159.B.2. February: _____
159.B.3. March: _____
159.B.4. April: _____
159.B.5. May: _____
159.B.6. June: _____
159.B.7. July: _____
159.B.8. August: _____
159.B.9. September: _____
159.B.10. October: _____
159.B.11. November: _____
159.B.12. December: _____

159.C. What chemical(s) was used for treatment:

- 159.C.1. ☐ Alum
159.C.2. ☐ Ferric Chloride

159.D. Provide the number of gallons of water treated: _____

159.E. Provide the number of gallons of alum or ferric chloride treatment used: _____

159.F. Provide the calculated pounds of phosphorous removed: _____

159.G. Describe any performance issue(s) and the corrective action(s), including the date(s) when corrective action(s) were taken:

160. Permit item 23.3: Which of the following requirements are you meeting? (Check all that apply)

- 160.A. ☐ Your treatment system is for the treatment of phosphorus in stormwater. Non-stormwater discharges must not be treated by this system.
160.B. ☐ Your treatment system is contained within the conveyances and structural stormwater BMPs of the MS4. The utilized conveyances and structural stormwater BMPs do not include any receiving waters.
160.C. ☐ Phosphorus treatment systems utilizing chemicals other than alum or ferric chloride receive written approval from the MPCA.
160.D. ☐ In-lake phosphorus treatment activities are not authorized.

161. Permit item 23.3: Which of the following design parameters does your treatment system include? (Check all that apply)

- 161.A. ☐ The treatment system is constructed in a manner that diverts the stormwater flow to be treated from the main conveyance system.
161.B. ☐ A high flow bypass is part of the inlet design.
161.C. ☐ A flocculent storage/settling area is incorporated into the design, and adequate maintenance access is provided (minimum of eight feet wide) for the removal of accumulated sediment.

162. Permit item 23.5: Do you have a designated person perform visual monitoring of the treatment system for proper performance at least once every seven (7) days, and within 24 hours after a rainfall event greater than 2.5 inches in 24 hours?

- ☐ Yes
☐ No (Skip to Q164)

163. If yes in Q162, please list the name(s) of the individual(s) or position title(s):

164. **Permit item 23.5:** Following visual monitoring which occurs within 24 hours after a rainfall event, do you conduct the next visual monitoring of your system seven (7) days after that rainfall event?
- ☐ Yes
☐ No
165. **Permit item 23.6:** Does your treatment system utilize three (3) benchmark monitoring stations? Table 1 in Appendix A in the permit must be used for the parameters, units of measure, and frequency of measurement for each station.
- ☐ Yes
☐ No
166. **Permit item 23.7:** Do you collect grab samples or flow-weighted 24-hour composite samples at your treatment system?
- ☐ Yes
☐ No
167. **Permit item 23.8:** Are your treatment system samples, excluding potential of hydrogen (pH) samples, analyzed by a laboratory certified by the Minnesota Department of Health and/or the MPCA?
- ☐ Yes
☐ No
168. **Which of the following do your sample tests include?** (Check all that apply)
- 168.A. ☐ Sample preservation and test procedures for the analysis of pollutants that conform to 40 CFR Part 136 and Minn. R. 7041.3200.
- 168.B. ☐ Detection limits for dissolved phosphorus, dissolved aluminum, and dissolved iron that are a minimum of 6 micrograms per liter (µg/L), 10 µg/L, and 20 µg/L, respectively.
- 168.C. ☐ pH that is measured within 15 minutes of sample collection using calibrated and maintained equipment.
169. **Permit item 23.9:** In the following situation(s) do you perform corrective action(s) and immediately notify the Minnesota Department of Public Safety Duty Officer? (Check all that apply)
- 169.A. ☐ The pH of the discharged water is not within the range of 6.0 and 9.0.
- 169.B. ☐ Indications of toxicity or measurements exceeding water quality standards which could endanger human health, public drinking water supplies, or the environment.
- 169.C. ☐ A spill or discharge or alteration resulting in water pollution, as defined in Minn. Stat. § 115.01, subd. 13, of alum or ferric chloride.
170. **Permit item 23.13:** Do you conduct site-specific jar testing using typical and representative water samples in accordance with the most current approved version of ASTM D2035? (**Note: All or some of this item is a new permit requirement. Compliance with new requirements is required within 12 months after receiving permit coverage.**)
- ☐ Yes
☐ No
171. **Permit item 23.14:** Do you have baseline concentrations of the following parameters in the influent and receiving waters at your treatment system location? (Check all that apply)
- 171.A. ☐ Aluminum or iron
- 171.B. ☐ Phosphorus
172. **Permit item 23.15:** Do you have the following system parameters and how each was determined at your treatment system location? (Check all that apply)
- 172.A. ☐ Flocculant settling velocity
- 172.B. ☐ Minimum required retention time
- 172.C. ☐ Rate of diversion of stormwater into the system
- 172.D. ☐ The flow rate from the discharge of the outlet structure
- 172.E. ☐ Range of expected dosing rates
173. **Permit item 23.16:** Have you developed the following site-specific procedures? (Check all that apply)
- 173.A. ☐ Procedures for the installation, operation and maintenance of all pumps, generators, control systems, and other equipment.
- 173.B. ☐ Specific parameters for determining when the solids must be removed from the system and how the solids will be handled and disposed of.
- 173.C. ☐ Procedures for cleaning up and/or containing a spill of each chemical stored on site.

Complete last page and submit using Adobe Acrobat Reader.

(If you do not have Acrobat Reader, you can download a free version at <https://get.adobe.com/reader/>.)

Additional information

174. Provide any additional information about your current Stormwater Pollution Prevention Program (SWPPP) that you would like to share (optional): **(Maximum 30 lines of text)**

Complete last page and submit using Adobe Acrobat Reader.

(If you do not have Acrobat Reader, you can download a free version at [https://get.adobe.com/reader/.](https://get.adobe.com/reader/))

Submit

Reset

Applicable Oxygen Demand, Nitrate, TSS, TP TMDL projects (permit item 12.8 & 12.10)

Column A, rows 9 and below, includes any applicable WLAs (USEPA approved, more than a zero % reduction) for oxygen demand, nitrate, TSS, or TP TMDL projects. They are listed by TMDL project name-waterbody-(waterbody id)-pollutant. Column F lists the corresponding applicable numeric WLAs for those projects. **The applicant needs to make a determination if they are meeting each WLA or not and type 'Yes' or 'No' in Column B.** Once you are done with your determination in Column B, click the red text in highlighted cell A7. This will autopopulate the rest of the workbook. If you make any changes in Column B, click on the button with the red text in cell A7 again. For each WLA that is marked as 'Yes' in Column B, please complete the tabs 'Reductions for WLAs met' and 'BMPS for WLAs met'. For each WLA marked 'No' in Column B, please complete 'Compliance Schedule' and 'Compliance Schedule BMPs' tabs.

Permittee name	Inver Grove Heights city of
Pollutant	(Multiple Items)
Percent Reduction	(Multiple Items)
Notes	(Multiple Items)

	Workbook autopopulated. Continue to other tabs.
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Applicable Oxygen Demand, Nitrate, TP and/or TSS WLA TMDLs-Waterbody-Pollutant	Meeting WLA? (Yes/No)
South Metro Mississippi TSS TMDL-Mississippi River-(07040001-531)-TSS	Yes

Permittee name	Inver Grove Heights city of
Pollutant	(Multiple Items)

TMDL Project - waterbody - pollutant	WLA type	Numeric WLA	Units
South Metro Mississippi TSS TMDL-Mississippi River-(07040001-531)-TSS	Categorical	154.000	lbs/acre/year

**Request for Council Action****Approve Storm Water Facilities Maintenance Agreement for Lot 4, Block 1, Salem Hills Farm (6365 Bailey Trl)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Storm Water Facilities Maintenance Agreement for Lot 4, Block 1, Salem Hills Farm (6365 Bailey Trl).

SUMMARY

The owners of 6365 Bailey Trl are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Michael and Renae Stanton, have provided the required plans. A rain garden will be constructed on the lot. They have signed the Storm Water Facilities Maintenance Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site improvements.

It is recommended the City approve the Storm Water Facilities Maintenance Agreement relating to Lot 4, Block 1, Salem Hills Farm.

TJK/np

Attachment: Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 4, BLOCK 1, SALEM HILLS FARM,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Michael D. Stanton and Renae K. Stanton, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Michael D. Stanton and Renae K. Stanton, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain exhibit prepared by the Landowner and approved by the City Engineer on March 24, 2020. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan to allow additional impervious surface on the Landowner Property in excess of what is allowed by the City. Due to the increase of impervious surface on the Landowner Property, the City is requiring Landowner treat 1” infiltration of the 1,100 square feet of excess impervious surface by way of a raingarden on the Landowner Property.

Recital No. 3. 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. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that in conjunction with construction of the additional impervious surface on the Landowner Property, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner 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 Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

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

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- 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.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. 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.
- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. 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.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of

non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or

now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY’S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City are met, the Council will approve the plans associated with the additional impervious surface being placed on the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

6.6 Notice. Notice shall 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: Michael D. Stanton and Renae K. Stanton
6365 Bailey Trail
Inver Grove Heights, MN 55077

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

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Michael D. Stanton

Rena K. Stanton

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of April, 2021, before me a Notary Public within and for said County, personally appeared Michael D. Stanton and Rena K. Stanton, 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 DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 4, Block 1, Salem Hills Farm, Dakota County, Minnesota.

Torrens Property
COT: 90066

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the 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 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Landowner 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	Landowner 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	Landowner 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	Landowner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Landowner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Landowner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Landowner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Landowner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Landowner unless designated

EXHIBIT C
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					
ILLICIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

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

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

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

EXHIBIT D
STORM WATER FACILITY PLAN

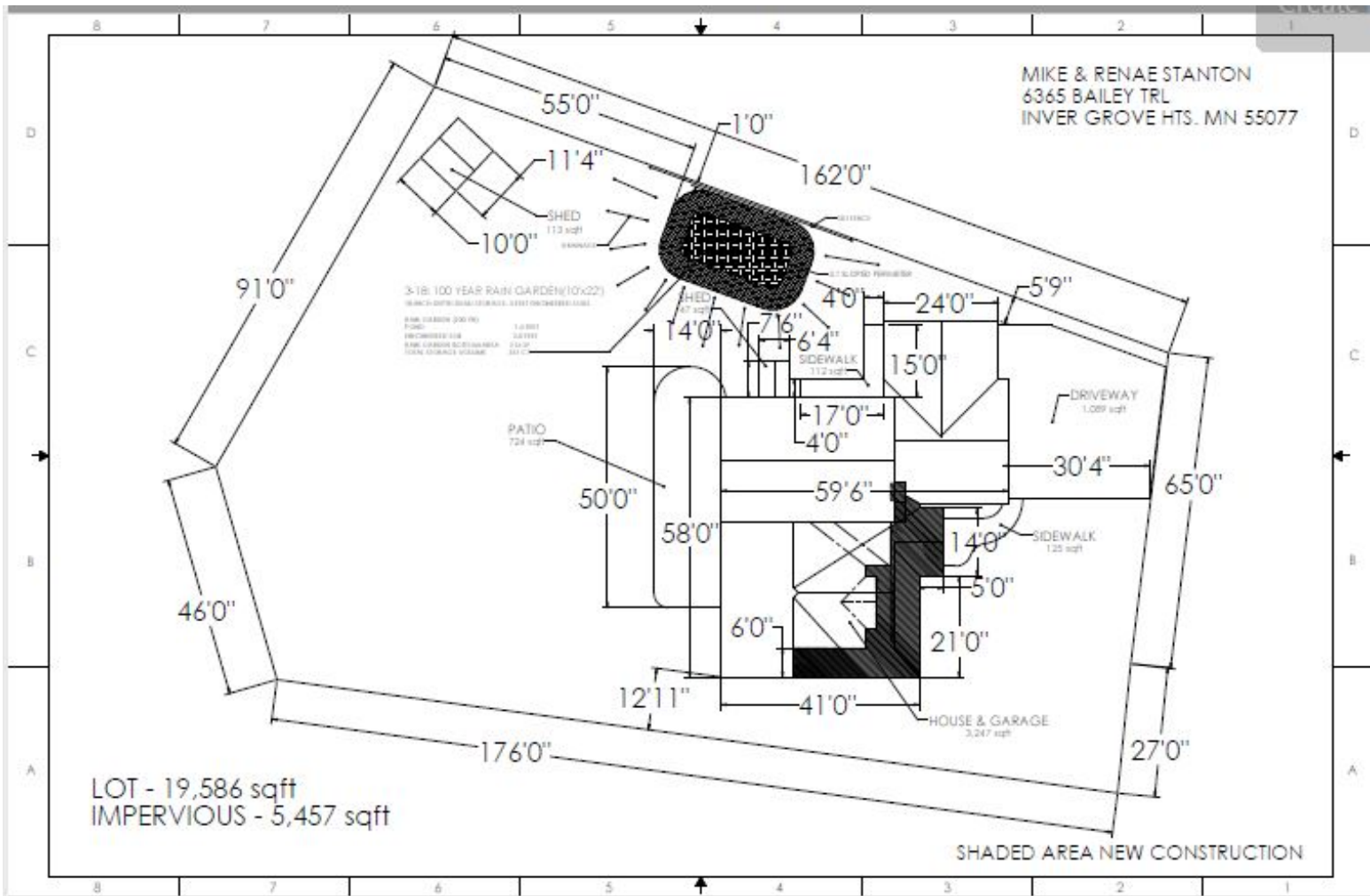
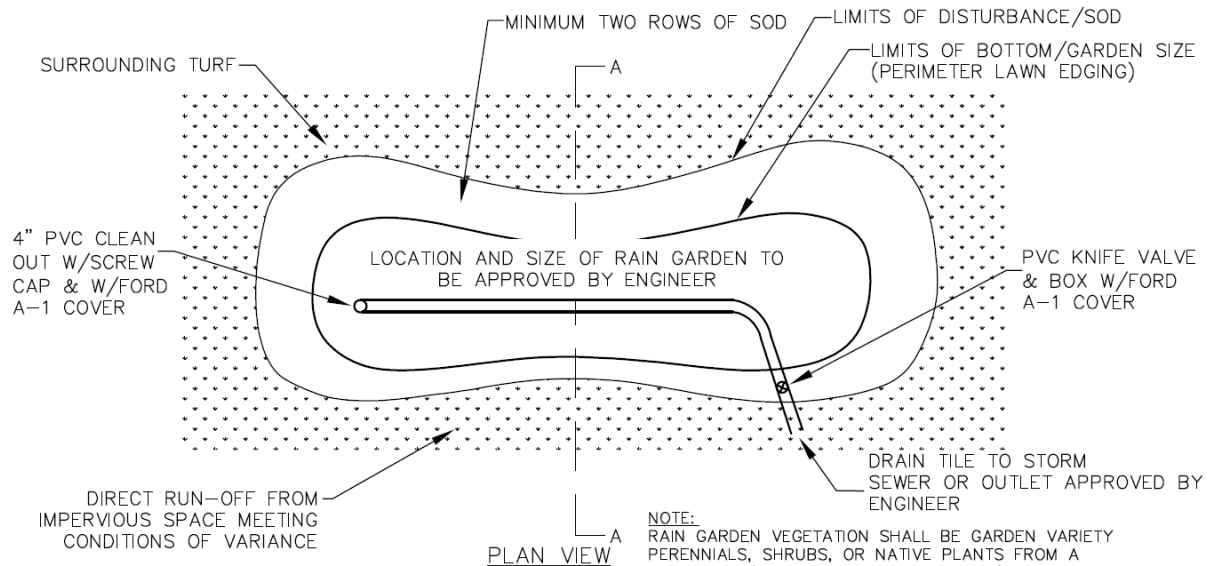


EXHIBIT E

RESIDENTIAL BIORETENTION BASIN (STM-15)

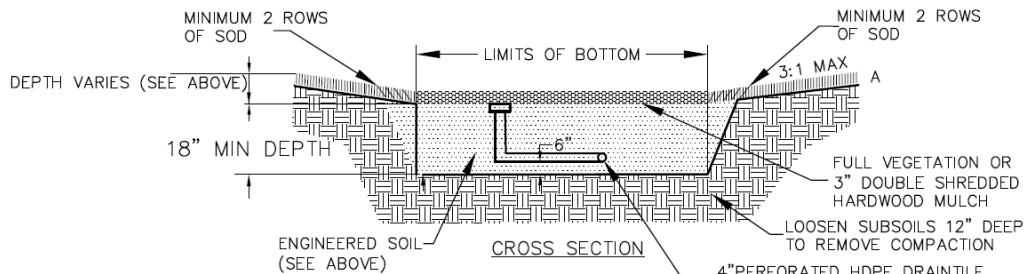


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"–18"
B	SAND WITH CLAY OR SILT	9"–12"
C	CLAY OR SILT WITH SAND	6"–9"
D	CLAYS OR SILTS	6"

NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

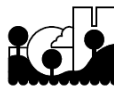
ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____ (CF)



NOTES

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL BIORETENTION BASIN

**CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT**

01/17

**PLATE NO.
STM-15**

**Request for Council Action****Approve Storm Water Facilities Maintenance Agreement for Lot 1, Block 6, Broadmoor (11398 Avery Dr)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Storm Water Facilities Maintenance Agreement for Lot 1, Block 6, Broadmoor (11398 Avery Dr).

SUMMARY

The owners of 11398 Avery Dr are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Greg and Darla Landmark, have provided the required plans. A rain garden will be constructed on the lot. They have signed the Storm Water Facilities Maintenance Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site improvements.

It is recommended the City approve the Storm Water Facilities Maintenance Agreement relating to Lot 1, Block 6, Broadmoor.

TJK/np

Attachment: Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 6, BROADMOOR,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Greg Landmark and Darla Landmark, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Greg Landmark and Darla Landmark, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain sketch dated March 24, 2021, and approved by the City Engineer on March 26, 2020. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A.**

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan to allow additional impervious surface on the Landowner Property in excess of what is allowed by the City. Due to the increase of impervious surface on the Landowner Property, the City is requiring Landowner treat 1” infiltration of the 626 square feet of excess impervious surface by way of a raingarden on the Landowner Property.

Recital No. 3. 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. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that in conjunction with construction of the additional impervious surface on the Landowner Property, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner 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 Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

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

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- 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.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. 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.
- iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. 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.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of

non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or

now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

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4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

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To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY’S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City are met, the Council will approve the plans associated with the additional impervious surface being placed on the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

6.6 Notice. Notice shall 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: Greg Landmark and Darla Landmark
11398 Avery Drive
Inver Grove Heights, MN 55077

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

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

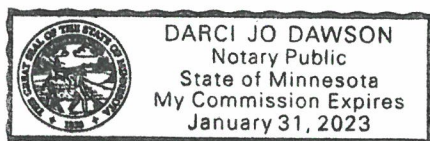
LANDOWNER:


Greg Landmark


Darla Landmark

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 29th day of ^{March} ~~April~~, 2021, before me a Notary Public within and for said County, personally appeared Greg Landmark and Darla Landmark, 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 DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 6, Broadmoor, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the 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 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Landowner 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	Landowner 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	Landowner 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	Landowner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Landowner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Landowner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Landowner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Landowner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Landowner unless designated

EXHIBIT C
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					
ILLICIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

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

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

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

EXHIBIT D **STORM WATER FACILITY PLAN**

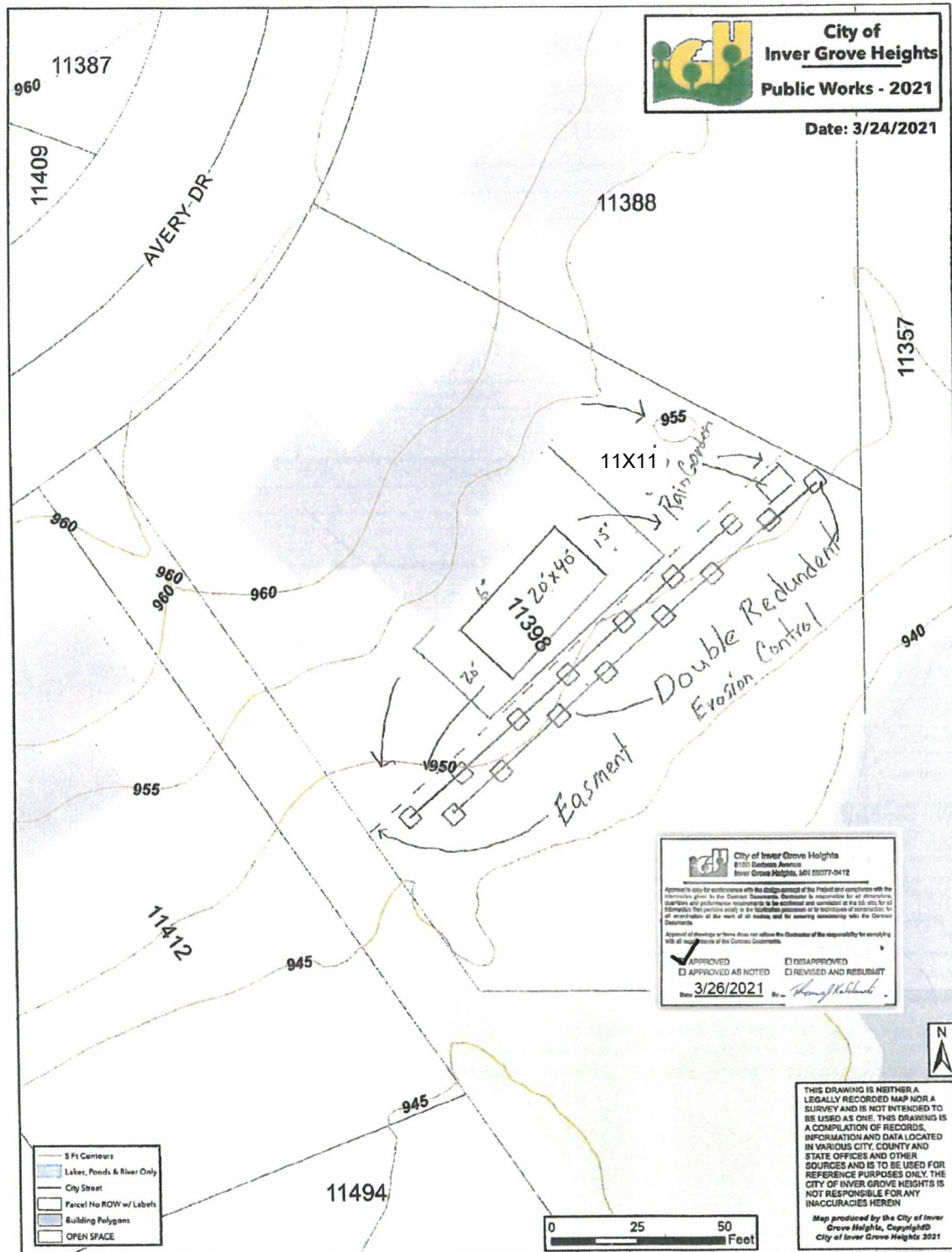
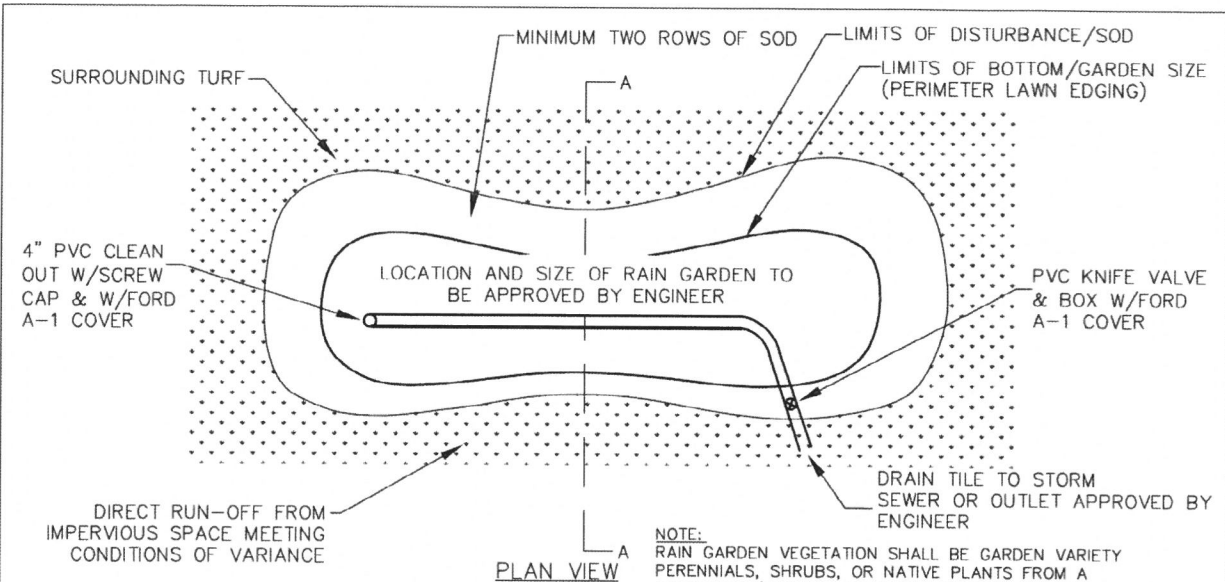


EXHIBIT E **RESIDENTIAL BIORETENTION BASIN (STM-15)**

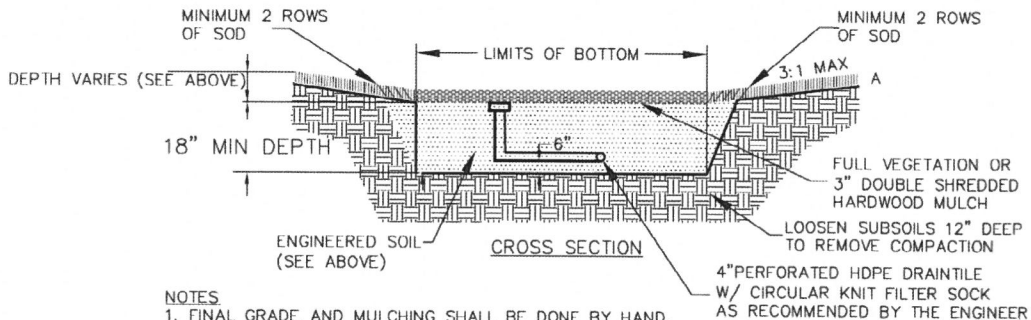


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

NOTE:
 RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

ENGINEERED SOIL (DCSWCD MIX B)
 80% COARSE-WASHED SAND (MNDOT 3126)
 20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
 NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
 3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
 VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____ (CF)



NOTES

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL BIORETENTION BASIN

**CITY OF INVER GROVE HEIGHTS
 ENGINEERING DEPARTMENT**

01/17

**PLATE NO.
 STM-15**

**Request for Council Action****Consider Resolution Ordering Project, Approving Joint Powers Agreement, Approving Plans and Specifications and Authorizing Developer-installed Improvements for City Project No. 2021-07 - 70th Street (CSAH 26) and Allen Way Intersection Improvements for the Canvas at IGH Development**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: County Funds and Developer Funds	X

PURPOSE/ACTION REQUESTED

Consider Resolution Ordering Project, Approving Joint Powers Agreement, Approving Plans and Specifications and Authorizing Developer-installed Improvements for City Project No. 2021-07 - 70th Street (CSAH 26) and Allen Way Intersection Improvements for the Canvas at IGH Development.

SUMMARY

City Project No. 2021-07 is being initiated by the Canvas at Inver Grove Heights (Canvas) planned unit development (PUD) which received preliminary approval by City Council as Watermark Properties - Planning Case No. 20-27PUD. The final plans for the intersection improvements were submitted on March 12, 2021. Intersection improvements for the 70th Street (CSAH 26) and Allen Way intersection are required by the County to add left and right turn lanes into the Canvas development to the north. The County is agreeing to pay for the addition of left and right turn lanes to the existing Allen Way to the south.

The attached Dakota County Joint Powers Agreement allows for the City to request for payment by the County of up to 42.5%, \$330,800, of the intersection improvement total estimated costs of \$778,240. The Canvas developers will be responsible for the remaining \$447,440. The City will work with the Developer's Engineer, Alliant Engineering, for preparing contract documents and administering the project. The project will be funded by County Funds and Developer Funds. The City will lead the project and administer the County Funds and process payment as requested by the developer. The developer is supplying the engineering and contractor.

Staff recommends Council approve the resolution ordering project, approving Joint Powers Agreement, approving plans and specifications and authorizing developer-installed improvements for City Project No. 2021-07 - 70th Street (CSAH 26) and Allen Way Intersection Improvements for the Canvas at IGH Development.

SWD/kf

Attachment(s): Resolution
Intersection Construction and Grading Plans
Joint Powers Agreement

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

**CONSIDER RESOLUTION ORDERING PROJECT, APPROVING JOINT POWERS AGREEMENT,
APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING DEVELOPER-INSTALLED
IMPROVEMENTS FOR CITY PROJECT NO. 2021-07 - 70TH STREET (CSAH 26) AND ALLEN WAY
INTERSECTION IMPROVEMENTS FOR THE CANVAS AT IGH DEVELOPMENT**

WHEREAS, the Canvas at IGH Development has spurred the need for right turn lane and left turn lane intersection improvements at the intersection of 70th Street (CSAH 26) and Allen Way; and

WHEREAS, joint powers agreement has been prepared for Dakota County Project No. 26-64 which addresses the cost split and the responsibilities for the two governmental agencies; and

WHEREAS, the City Attorney has prepared a developer's agreement identifying the Canvas at IGH (aka Watermarks) developer's responsibilities and cost participation.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. City Project No. 2021-07 - 70th Street (CSAH 26) AND Allen Way Intersection Improvements for the Canvas at IGH Development is hereby ordered.
2. Pursuant to Minn. Stat. Sec. 462.356, subd. 2, the Council, by a 4/5th vote, hereby determines that the Project does not impact and has no relationship to the City's comprehensive municipal plan and waives the requirements of Minn. Stat. Sec. 462.356, subd. 2, related to Planning Commission review of the Project.
3. The City of Inver Grove Heights and staff are authorized to enter into an agreement for intersection improvements for Dakota County Project No. 26-64 and City Project No. 2021-07 - 70th Street (CSAH 26) and Allen Way Intersection Improvements in relation to the Canvas at IGH Development within the City of Inver Grove Heights. The proper City officers be and hereby are authorized to execute such agreement, and thereby assume for and on behalf of the City the contractual obligations contained therein.
4. Plans and specifications for City Project No. 2021-07 are hereby approved.
5. Developer-installed improvements are hereby authorized.
6. Staff, City Attorney, County and Developer are authorized to select an appraiser and administer land acquisition process to obtain necessary easements and agreements for the project.
7. Funding is through County funds (42.5% by JPA) and developer funds (57.5%).

Adopted by the City Council of Inver Grove Heights, Minnesota this April 12, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS SURFACING, AND ADA IMPROVEMENTS

DAKOTA COUNTY PROJECT NO 26-64

LEGEND

TO 490' E OF ALLEN WAY

-
- The map shows the Inver Grove Heights area, with a black arrow pointing to a specific location labeled 'PROJECT LOCATION'. The map includes labels for 'Dickman Lake', 'Inver Grove Heights', 'Marcot Lakes', and 'River Lake'. It also shows various roads like 'Hwy 52', 'Hwy 55', and 'Hwy 73', and landmarks like 'South St. Paul Municipal Airport' and 'Progressive Rail Inc.'.



SCALES

INDEX MAP	5000'
PLAN	100'
PROFILE	50'
CROSS SECTIONS	50'



— PROJECT LOCATION
COUNTY: DAKOTA
CITY: INVER GROVE HEIGHTS



ALLIANT

SIGNATURE: _____ NAME: _____

DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LICENSE NUMBER: _____

CSAH 26 TURN LANES

SHEET NO. 1 OF 34 SHEETS

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS"

NOTE:

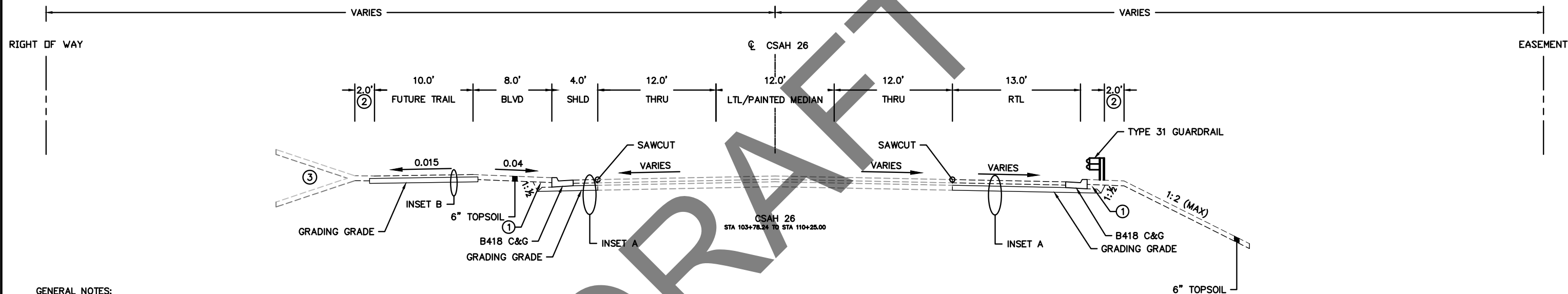
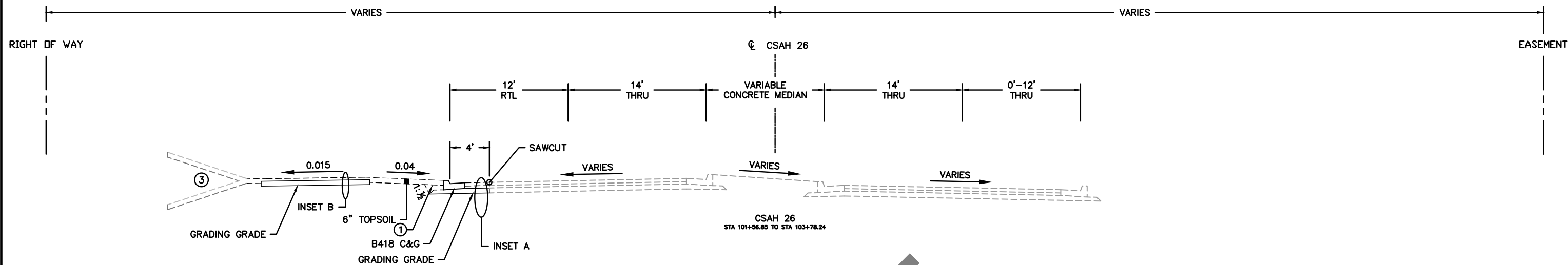
THE PLAN INDICATES THE GENERAL LOCATION OF KNOWN UTILITIES ON THE PROJECT. ALL UTILITY LOCATIONS ARE APPROXIMATE. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS WITH THE UTILITY COMPANIES.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL C. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

SHEET INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
I	TITLE SHEET
3-4	TYPICAL SECTIONS
5-21	STANDARD PLANS
22	INPLACE TOPOGRAPHY, UTILITIES, AND REMOVAL PLAN
23	GRADING AND RESTORATION PLAN
24	CONSTRUCTION PLAN
25	INTERSECTION DETAILS
26-27	DRAINAGE PLAN
28-34	SIGNING AND STRIPING PLAN

THIS PLAN CONTAINS 34 SHEETS



- GENERAL NOTES:
1. TYPICAL SECTIONS ARE NOT TO SCALE
 2. ALL CROSS SLOPES ARE EXPRESSED IN FT/FT
 3. SAWCUT LOCATION VARIES, SEE REMOVAL PLAN FOR EXACT LOCATION
 4. SEE CONSTRUCTION PLANS FOR PAVING LIMITS
 5. ALL DIMENSIONS AT CURB AND GUTTER ARE MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED (TRAIL MEASURED FROM BACK OF CURB)
 6. AGGREGATE BASE TO EXTEND 1' MINIMUM BEHIND BACK OF CURB AND 0.5' FROM EDGE OF TRAIL
 7. ALL PAVEMENT CROSS SLOPES SHALL MATCH ADJACENT INPLACE PAVEMENT UNLESS OTHERWISE NOTED

- SPECIFIC NOTES:
- ① BACKFILL WITH COMMON EMBANKMENT
 - ② MAINTAIN A MINIMUM 2 FT CLEAR ZONE
 - ③ SEE CONSTRUCTION DOCUMENTS FOR CANVAS AT INVER GROVE HEIGHTS
 - ④ SEE GRADING PLAN FOR SWALE ELEVATIONS AND SIDE SLOPES
 - ⑤ PLACE TOPSOIL TO TOP OF FUTURE TRAIL SECTION

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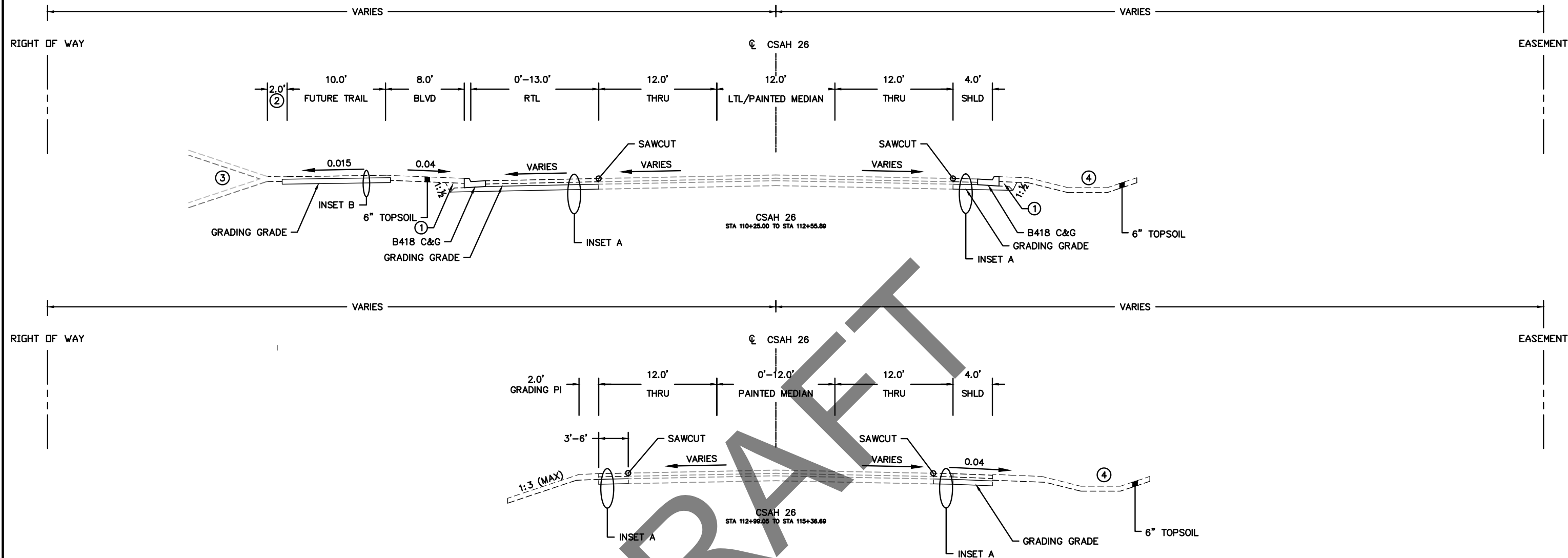
NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

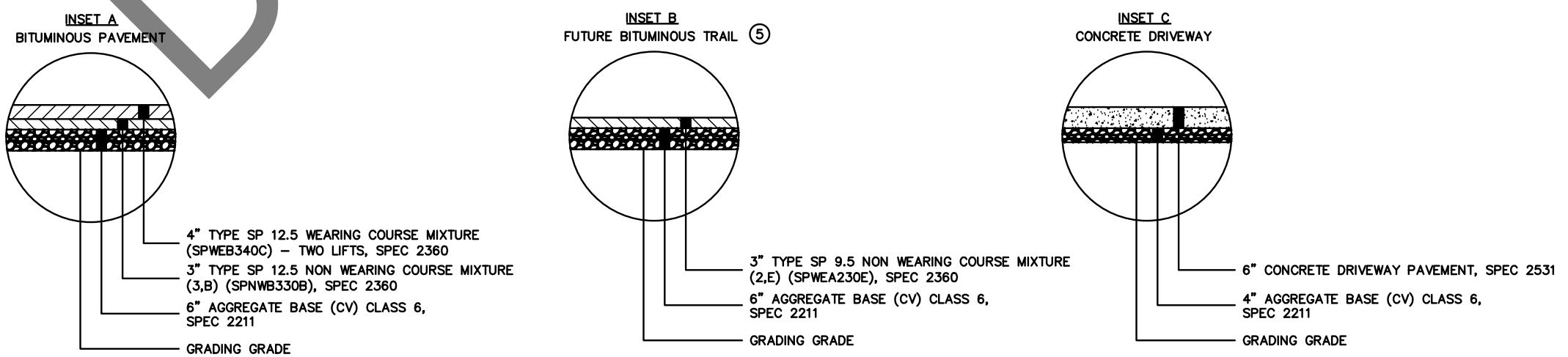
PRINT NAME: _____
SIGNATURE: _____
DATE: _____ LICENSE #: _____

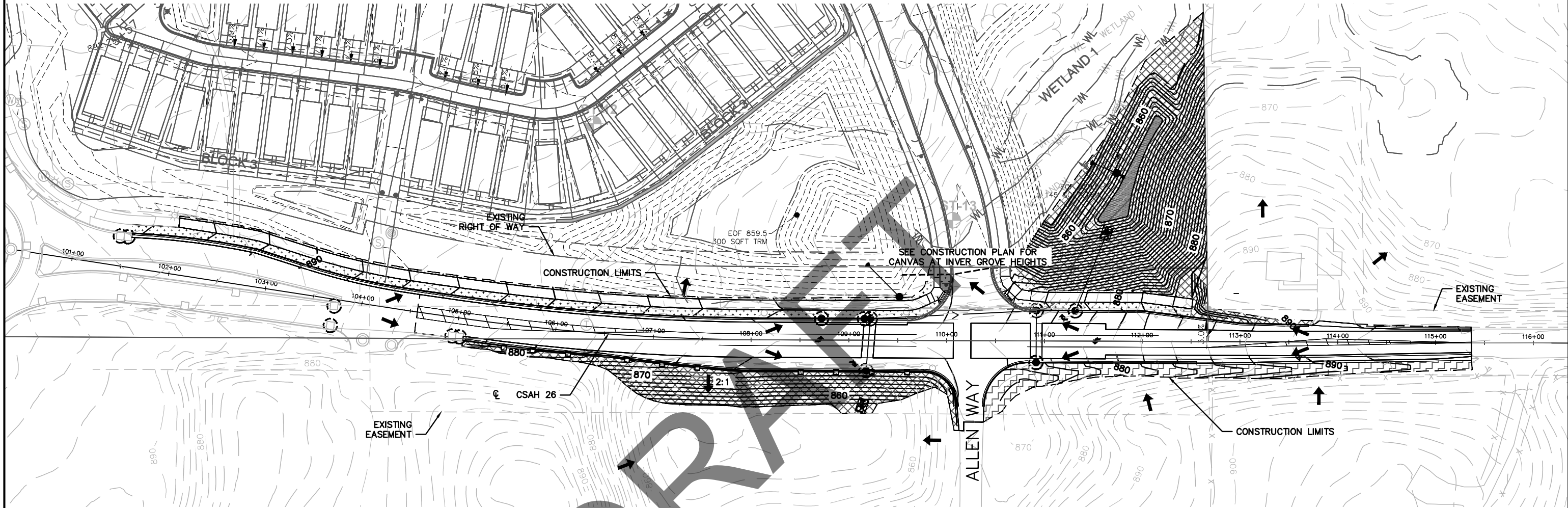
TYPICAL SECTIONS



- GENERAL NOTES:
- 1. TYPICAL SECTIONS ARE NOT TO SCALE
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 - ⑤ PLACE TOPSOIL TO TOP OF FUTURE TRAIL SECTION



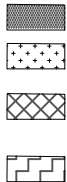


GENERAL NOTES:

- ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM OF 6" TOPSOIL PRIOR TO TURF ESTABLISHMENT
- ALL CONSTRUCTION WORK PERFORMED SHALL FOLLOW THE SWPPP PREPARED FOR CANVAS AT INVER GROVE HEIGHTS

LEGEND

	EXISTING CONTOUR		PROPOSED STORM SEWER
	PROPOSED CONTOUR		EXISTING STORM SEWER
	GRADING BY OTHERS		EXISTING STORM SEWER
	SURFACE FLOW ARROW		STORM DRAIN INLET PROTECTION
	RIPRAP		



MN SEED MIX 33-262 (44 LBS/AC) AND PLUG MIX ① ②

SODDING TYPE LAWN

SEED MIX 25-141 (59 LBS/AC), EROSION CONTROL BLANKET CAT 3N, FERTILIZER TYPE 3 (22-5-10 AT 350 LBS/AC)

SEED MIX 25-141 (59 LBS/AC), EROSION CONTROL BLANKET CAT 4N, FERTILIZER TYPE 3 (22-5-10 AT 350 LBS/AC)

SPECIFIC NOTES:

- ① PLUG MIX SHALL CONTAIN A DIVERSITY OF SPECIES (10 MIN) OF GRASSES, SEDGES, AND FORBES, A MINIMUM OF 50% OF TOTAL PLUGS SHALL BE GRASSES.

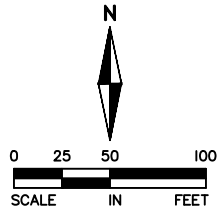
ACCEPTABLE SPECIES INCLUDE:

GRASSES
SWITCHGRASS *Panicum virgatum*
RICE-CUT GRASS *Leersia oryzoides*

FORBES
GOLDEN ALEXANDERS *Zizia aurea*
NEW ENGLAND ASTER *Symphyotrichum novae-angliae*
BEEBALM *Monarda fistulosa*
MOUNTAIN MINT *Pycnanthemum virginianum*
GRASS LEAVED GOLDENROD *Solidago graminifolia*
SNEEZEWEED *Helenium autumnale*
GREEN-HEADED CONEFLOWER *Rudbeckia laciniata*
CANADA ANEMONE *Anemone canadensis*

SEDGES
FOX SEDGE *Carex vulpinoidea*
BOTTLE BRUSH SEDGE *Carex comosa*
PORCUPINE SEDGE *Carex hystericina*
TUSsock SEDGE *Carex stricta*

- ② PLANT PLUGS 48" O.C. INTO SEEDLING AND EROSION CONTROL BLANKETS. INFILTRATION BASIN SEEDING/PLANTING SHALL BE IN THE FOLLOWING SEQUENCE:
- BASE SEEDING
 - EROSION CONTROL BLANKET
 - NATIVE PLUGGING INTO BLANKET



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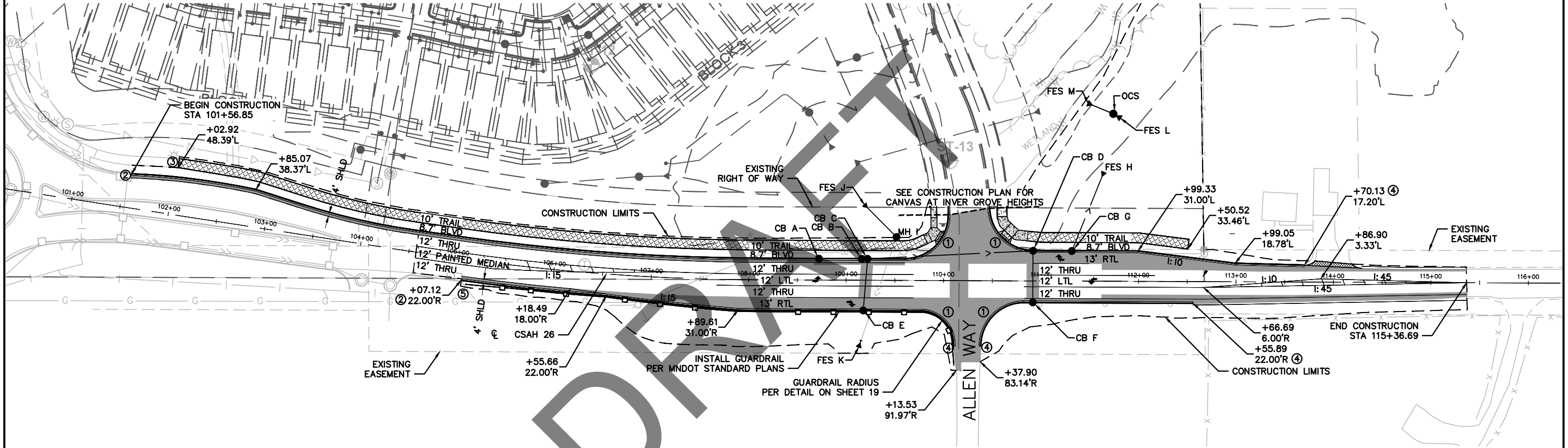
I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____
SIGNATURE: _____
DATE: _____ LICENSE #: _____

GRADING AND RESTORATION PLAN

CSAH 26 TURN LANES

SHEET NO. 22 OF 33 SHEETS



LEGEND

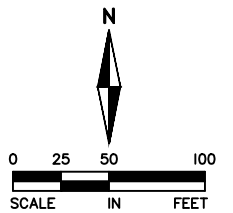
	BITUMINOUS PAVEMENT		6" CONCRETE WALK
	CONCRETE DRIVEWAY		FUTURE BITUMINOUS TRAIL
	GUARDRAIL		WORK BY OTHERS
	4" CONCRETE WALK		

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE
2. ALL STATIONING AND OFFSET LABELS REFERENCE THE CSAH 26 ALIGNMENT
3. SEE SHEET XX FOR DRAINAGE PROFILES

SPECIFIC NOTES:

- ① SEE SHEET XX FOR INTERSECTION AND PEDESTRIAN RAMP DETAILS
- ② CURB TRANSITION (B624 TO B418)
- ③ MATCH EXISTING BITUMINOUS TRAIL
- ④ CURB TRANSITION (B418 TO ZERO HEIGHT) – TRANSITION OVER 10 FT
- ⑤ END TREATMENT – TANGENT TERMINAL



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NO	DATE	DWN	CKD	REVISIONS



I HEREBY CERTIFY THAT THIS SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____
SIGNATURE: _____
DATE: _____ LICENSE #: _____

CONSTRUCTION PLAN

CSAH 26 TURN LANES
SHEET NO. 23 OF 33 SHEETS

**JOINT POWERS AGREEMENT FOR
ENGINEERING, RIGHT OF WAY, CONSTRUCTION, MAINTENANCE, AND COST
PARTICIPATION**

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF INVER GROVE HEIGHTS

FOR

DAKOTA COUNTY PROJECT NO. 26-64

**CITY PROJECT NO. 2021-07 - 70TH STREET (CSAH 26) AND ALLEN WAY
INTERSECTION IMPROVEMENTS FOR THE CANVAS AT IGH DEVELOPMENT**

SYNOPSIS: Dakota County and the Inver Gove Heights agree to design engineering, right-of-way acquisition and construction of the intersection improvements of County State Aid Highway (CSAH) 26 (70th Street) and Allen Way from a three-leg (T) intersection to a four-leg intersection with dedicated turn lanes in Inver Grove Heights, Dakota County. Dakota County Project Number (DCP) 26-64 is a management intersection project to increase transportation system efficiency, improve safety and maximize existing highway capacity along County State Aid Highway (CSAH) 26 (70th Street) at the intersections of Allen Way in conjunction with development.

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

WHEREAS, under Minnesota Statutes Sections 162.17, subd. 1 and 471.59, subd. 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are partnering on County Projects 26-64, for design, right-of-way, construction, and cost participation; and

WHEREAS, to provide a safe and efficient transportation system, Dakota County and the City of Inver Grove Heights (City) are partnering on County Project (CP) 26-64; and

WHEREAS, Dakota County and the City agree to install turn lanes at the intersection of County State Aid Highway (CSAH) 26 (70th Street) at Allen Way in the City of Inver Grove Heights, Dakota County; and

WHEREAS, a joint powers agreement with the City is necessary to identify the terms of Dakota County and City responsibilities and participation in the project; and

WHEREAS, County staff recommends a joint powers agreement with the City to define the design, right-of-way dedication, right-of-way acquisition, construction, maintenance responsibilities, and project cost participation; and

WHEREAS, the City of Inver Grove Heights is the lead agency for the project and will be responsible for completing all contract administration, design work, construction, and acquisition of any easements necessary to construct the intersection in 2021; and

WHEREAS, the purpose of the project is to reduce existing delays in traffic flow due to the existing intersection all way stop condition and to allow for more efficient traffic flow in the future as traffic volumes increase; and

WHEREAS, the County will provide funding for the intersection project in accordance with the adopted cost participation policy F.19 Left Turn Lane/Access Permit Process; and

WHEREAS, the CIP will be administratively amended to transfer funding from the safety and management set-aside to CP 26-64; and

WHEREAS, staff recommends entering into a joint power agreement with the City for the reconstruction of the T-intersection of CSAH 26 and Allen Way to a four-leg intersection with dedicated turn lanes.

NOW, THEREFORE, it is agreed the County and City will share project responsibilities and jointly participate in the project costs associated with reconstruction of rural through/stop T-intersection of County State Aid Highway (CSAH) 26 (70th Street) and Allen Way in accordance with Dakota County's adopted cost share policy, subject to approval by the County Attorney's Office as to form.

1. Administration. The City is the lead agency for design, right-of-way dedication, right-of-way acquisition, construction, maintenance responsibilities, and construction administration of DCP 26-64 (CP 2021- 07). Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Engineering. "Engineering Costs" shall be defined as design engineering costs, including public involvement, agency involvement, preliminary/final design, plans, specifications and proposal, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time for these purposes, (collectively, "Engineering Costs") shall be shared based on

the County's and City's share of the final construction costs in accordance with the current adopted County Transportation Plan Cost Participation Policy.

3. Cost Share. After application of all applicable cost sharing provisions of this Agreement and Dakota County 2040 Transportation Plan cost sharing policies F.1 through F.19 the County will participate in the Project as defined below after deducting federal and state cost participation amounts.

Dakota County Project 26-64 (CP 2021-07) is the reconstruction of a three-leg (T) intersection to a four-leg intersection with dedicated turn lanes. The County will provide funding for the intersection project in accordance with the adopted cost participation policy F.19 Left Turn Lane/Access Permit Process, the County will participate up to 85 percent of one half (42.5%) of the engineering, right-of-way and construction costs for left-turn lanes required by the County through the access permitting process on high speed, two-lane, undivided County highways to accommodate a new access across from an existing access that does not have an existing left-turn or bypass lane. County cost sharing provision of this Agreement are in accordance with County Policies for new or reconstruction involving excavation and other new or reconstructed infrastructure contained in F.1 through F.19 of the current adopted Dakota County Transportation Plan

4. Non-Project Costs. It is understood that for efficiency and cost effectiveness, the City may request elements exceeding the City's Municipal State Aid collector/local street standards such as City utilities, pedestrian tunnels not required as part of the highway project and aesthetic improvements, be included in the Project. The City shall be responsible for 100% of the costs of City utilities not required due to construction, and 100% of all aesthetic elements that exceed the County maximum participation for aesthetic elements in accordance with County policies included in the current adopted Dakota County Transportation Plan.
5. Municipal Construction Items. The costs for the design and reconstruction of improvements to any street under City jurisdiction, outside of the scope and construction limits for the Project, and any access or access improvements to local

developments that are planned but not required by the Project, shall be the responsibility of the City.

6. Construction Items. Cost sharing includes all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County Transportation.
7. Aesthetic Elements. The county will not participate in Aesthetic elements for the Project including decorative pavements, trail lighting, undergrounding of private utilities, landscaping and plantings. The responsibility for maintenance of all aesthetic elements shall be in accordance with County policies included in the current adopted Dakota County Transportation Plan.
8. Miscellaneous Elements. General maintenance will be handled in accordance with County policies included in the current adopted Dakota County Transportation Plan.
9. Street Lighting, Trail Lighting and Maintenance Costs. Upon completion of the Projects, electrical power necessary for the operation of the streetlights (including roundabout lighting, trail lighting and underpass lighting) and maintenance of the streetlights will be provided in accordance with County policies included in the current adopted 2040 Dakota County Transportation Plan policy F.17 street lighting maintenance.
10. Right-of-Way. . The County will issue permits for construction within County right-of-way and will waive permit fees. Work on County right-of-way is not authorized until County permits are approved. The City, in partnership with the developer and in a manner consistent with applicable state laws and rules, will acquire all permanent and

temporary highway right-of-way, and right-of-way for sidewalk and trail construction, wetland damage mitigation and banking, drainage and ponding, water pollution control best management practices for the Project, sanitary sewer, water mains and appurtenances, and aesthetic elements. Upon completion of the Project, the ownership of the drainage and ponding easements and permanent right-of-way for City streets shall be owned by City. Any right-of-way costs for new sanitary sewer, water mains and appurtenances, and aesthetic elements outside of the right-of-way needed for the highway improvements shall be the responsibility of the City.

11. Plans and Specifications. The City is the lead agency for design and construction administration of this Project, effective upon execution of this Agreement by both Parties. The lead agency will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The County and City shall approve plans and specifications prior to construction. The construction shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.
12. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed. Construction shall be performed to minimize the duration of traffic delays on CSAH 26 and provide for safe and convenient travel near the Project area.
13. City Utilities. Except as stated in the above sections of this Agreement, the City shall pay all other costs associated with city utilities impacted as part of the applicable Projects. Further, the City shall be responsible for the maintenance of all such facilities after the completion of the Project.
14. Project Cost Updates. The City shall request payment for the County's share of the Project costs under Paragraph 3. The City will provide updated cost estimates to the County showing the County and City shares of Project costs annually at the time of

Capital Improvement Program development. Updated cost estimates will also be provided by the City to the County at the following times:

- prior to start of construction,
- quarterly during construction as substantial work is completed,
- once per year following the construction season until the Project is complete.

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

15. Payment. The City will administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as project work progresses and when certified by the City Engineer. Payments to the Contractor will be made as the project work progresses and when certified by the City or County Engineer. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work. The City will request payment of the County's share of the Project's costs (engineering/design and construction) monthly or as work progress. The County's estimated share is \$330,800 based on the 42.5 percent of the preliminary total project cost of \$778,240.

16. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Projects' cost participation must be approved by the authorized representative of each party prior to execution of work, the City's appointed

representative is Thomas Kaldunski City Engineer, and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

17. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
18. Effective Dates for Design and Construction of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after January 1, 2023.
19. Final Acceptance. Final acceptance of the Projects must be approved by both parties. The City requires a maintenance bond from the Contractor for the installation of City infrastructure (street and utilities) to be installed with the Projects.
20. Storm Sewer Construction and Maintenance. The City shall be responsible for assisting with the storm sewer inspection including having an inspector on-site during storm sewer installation. The City and County entered into a Maintenance Agreement for Storm Sewer Systems dated October 29, 2013 (Dakota County Contract # C0025413) ("Maintenance Agreement") which governs maintenance, repair and replacement duties and costs shared by the County and City for stormwater sewer system located on or along County Highway right-of-way. Upon acceptance of the Projects, on-going maintenance and repairs of storm sewer systems shall be provided in accordance with the current County and City Maintenance Agreement. The County will participate in replacement or repair of storm sewer systems constructed by these Projects in accordance with County policies included in the current adopted Dakota County Transportation Plan.
21. Sidewalks and Trails. Upon acceptance of the Projects, maintenance of sidewalk and trails shall be provided in accordance with the current County and City Maintenance

Agreement for County Bikeway Trails. The County and City shall be responsible for the costs of trail resurfacing or reconstruction in accordance with County policies included in the current adopted Dakota County Transportation Plan.

22. Pavement Maintenance. Upon acceptance of the Projects, the City shall be responsible for all pavement maintenance within City right-of-way and the County shall be responsible for all pavement maintenance within County right-of-way unless necessitated by a failure of a municipal utility system or installation of new facilities.
23. Subsequent Excavation. After completion of the Projects, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water, sanitary sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.
24. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules, and contract administration procedures unless amended by the contract specifications.
25. Indemnification. Each Party agrees to defend, indemnify, and hold harmless the other Parties against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the indemnifying Party and/or those of its employees or agents. All Parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain

separate judgments or separate liability caps from the individual Parties. Each Party shall include the other Party as additional insured in the contract documents.

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

Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

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

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

28. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Projects; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the construction provided for in this Agreement together with each party's indemnification obligations.
29. Project Timing. It is understood that if the City's funding partners for the City's portion of the Project costs withdraw their commitment to fund their portion of the Project costs, that neither party will be compelled to complete the Project until such time that the funding issues are resolved.
30. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

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

CITY OF INVER GROVE HEIGHTS
Klayton Eckles, Interim Public Works
Director (or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
keckles@ighmn.gov

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body's policies and procedures. The parties shall promptly provide notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Klay Eckles
Its: Interim Public Works Director

By _____
Tom Bartholomew
Its: Mayor

APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Mark Krebsbach
Its: County Engineer

By _____
Steven C. Mielke
Its: Physical Development Director

Date _____

APPROVED AS TO FORM:

Assistant County Attorney

Date

KS-17-345; KS-17-346

COUNTY BOARD RESOLUTION

No. 21-096 Date: February 16, 2021

**Request for Council Action****Consider Resolution Approving the First Amendment to the Cooperative Agreement for Construction of Seidl's Lake Pumping Station, City Project No. 2014-12 - Seidl's Lake Outlet**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: State bonding funds, local funds from IGH, SSP, and WSP	X

PURPOSE/ACTION REQUESTED

Consider resolution approving the first amendment to the Cooperative Agreement for construction of Seidl's Lake pumping station, City Project No. 2014-12 - Seidl's Lake Outlet

SUMMARY

Council approved the Cooperative Agreement for construction of the Seidl's Lake pumping station between the cities of South St. Paul, West St. Paul and Inver Grove Heights.

Section 3 of the agreement was amended to include the construction costs in accordance with the following percentages: City of South St. Paul - 61.5%; City of Inver Grove Heights - 35%; City of West St. Paul - 3.5%. Section 5 was amended to include that the respective payments shall commence after January 1, 2022 and shall be paid on a quarterly basis for any project costs incurred.

Staff has reviewed the Amendment and recommends that Council approve the attached resolution approving the First Amendment to the Cooperative Agreement for construction of Seidl's Lake pumping station, City Project No. 2014-12 - Seidl's Lake Outlet.

TJK/kf

Attachment(s): Resolution

First Amendment to the Cooperative Agreement

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

**CONSIDER RESOLUTION APPROVING THE FIRST AMENDMENT TO THE COOPERATIVE
AGREEMENT FOR CONSTRUCTION OF SEIDL'S LAKE PUMPING STATION, CITY PROJECT NO.
2014-12 - SEIDL'S LAKE OUTLET**

RESOLUTION NO. _____

WHEREAS, the City Councils of the three partnering cities has been seeking state funding to improve the lake outlet for many years; and

WHEREAS, South St. Paul received \$781,000 in state bond funding for the project in 2018; and

WHEREAS, the City Engineers have approved the concept plans for the improvements and said plan will be used to guide the final construction documents for City Project No. 2014-12; and

WHEREAS, the partnering cities have agreed to provide any necessary additional funding based on the Lower Mississippi River Watershed Management Organization allocation formulas and will execute the Joint Powers Agreement prepared by the office of Levander, Gillen & Miller; and

WHEREAS, on October 22, 2018, Council approved a Joint Powers executed by the three parties to fund engineering services, outlet construction, and long-term maintenance of the facilities; and

WHEREAS, the First Amendment of the Joint Powers Agreement which amended Sections 3 and 5 of the Agreement between the three cities is presented for Council approval.

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

1. The First Amendment of the Joint Powers Agreement with the cities of South St. Paul and West St. Paul for engineering services, outlet construction, and long-term maintenance is hereby approved by the City Council of Inver Grove Heights.
2. The City's share of costs for City Project No. 2014-12 - Seidl's Lake Outlet, shall be funded from the Storm Water Utility.

Adopted by the City Council of Inver Grove Heights this 12th day of April 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**FIRST AMENDMENT TO THE COOPERATIVE AGREEMENT FOR
CONSTRUCTION OF THE SEIDL'S LAKE PUMPING STATION BETWEEN THE
CITIES OF SOUTH ST. PAUL, WEST ST. PAUL, AND INVER GROVE HEIGHTS**

THIS AMENDMENT is made this _____ day of _____, 2021 by and between the City of South St. Paul ("South St. Paul"), the City of West St. Paul ("West St. Paul"), and the City of Inver Grove Heights ("Inver Grove Heights") (collectively the "Partners").

WHEREAS, effective October 23, 2018, the Partners entered into the COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE SEIDL'S LAKE PUMPING STATION ("Agreement") to construct a storm water pumping station; and

WHEREAS, the Partners now wish to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AMENDMENT NO. 1. Section 3 is hereby deleted in its entirety and replaced with the following:

Section 3 **COST PARTICIPATION.** The Partners agree that the initial funding for the Project shall be through a State of Minnesota (the "State") bond in the approximate amount of \$781,000.00. Should the costs associated with the Project exceed the initial bond amount received from the State, the Partners shall pay an allocated portion of the remaining costs in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners. The Partners cost participation in the Project is divided into design, construction, and long-term maintenance expenses. The Partners will amend or supplement this JPA with allowable flow calculations or negotiated allocation by the Partners prior to the completion of the final design.

- a. **Design.** Design costs include the costs for professional design and engineering services, project coordination, preparation of plans and specifications, surveying, mapping, consultant engineering and all related materials testing, including the cost of South St. Paul city staff time for these purposes that are necessary for the Project. The Partners shall pay its portion of the cost share allocations for design costs in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners.
- b. **Construction.** Construction costs includes all construction and removal of materials, mobilization, project staging, mitigation as required by any state or other permits, costs to construct the Project, mitigation required for access modifications for the Project, and all other construction aspects outlined in the construction plans. The Partners shall pay Construction Costs in accordance with the following percentages:

- | | |
|---------------------------------|-------|
| i. City of South St. Paul | 61.5% |
| ii. City of Inver Grove Heights | 35% |
| iii. City of West St. Paul | 3.5% |

- c. Long-Term Maintenance. Upon completion of the Project, South St. Paul shall be responsible for the daily operation and maintenance of the storm water pumping station and filtration system. The Partners agree to pay all costs associated with the maintenance and repair of the storm water pumping station after completion of the Project in accordance with the Lower Mississippi River Watershed Management Organization's allowable flow calculations or other negotiated allocation by the Partners. Any repair or maintenance costs in excess of \$5,000.00 must first be approved by the Partners. South St. Paul shall maintain written records of all maintenance which shall be open to inspection by West St. Paul and Inver Grove Heights.

AMENDMENT NO. 2. Section 5 is hereby deleted in its entirety and replaced with the following:

Section 5 PAYMENT. South St. Paul will administer the contract and act as the paying agent for all payments to the contractor and consultants. Payments to the contractor and consultants will be made as the Project work progresses and when certified by the South St. Paul Engineering Department. Payments shall commence after January 1, 2022 and shall be paid on a quarterly basis for any Project costs incurred. Upon receipt of an invoice from South St. Paul, Inver Grove Heights and West St. Paul shall reimburse South St. Paul for its share of the costs incurred under this Agreement within 35 calendar days from the presentation of the claim. If any portion of the itemized claim is questioned by Inver Grove Heights or West St. Paul, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

The Joint Powers Agreement remains in full force and effect and is not modified, except as expressly stated herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first written above.

CITY OF SOUTH ST. PAUL

By: _____

James Francis

Mayor

By: _____

Christy Wilcox

City Clerk

Dated: _____

CITY OF WEST ST. PAUL

By: _____
David J. Napier
Mayor

By: _____
Shirley R. Buecksler
City Clerk

Dated: _____

CITY OF INVER GROVE HEIGHTS

By: _____

Tom Bartholomew

Mayor

By: _____

Rebecca Kiernan

City Clerk

Dated: _____

**Request for Council Action****TITLE:** Caragh O'Brien Bartness

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a Resolution relating to a Preliminary and Final plat for the plat of Obrien Oak Terrace

- Requires a 3/5th's vote.
- 60-day deadline: April 15, 2021 (first 60 days)

SUMMARY:

The applicant is proposing to subdivide the property creating one new 2.5 acre lot around the existing house on the property and one lot of approximately 19 acres containing the balance of the property. The new 2.5 acre lot would be sold, and the remaining 19 acre lot would be retained by the applicant and used agriculturally.

ANALYSIS

- Additional segment of private road easement will be created for new lot 1 so it can use the existing driveway access.
- Lots meet minimum area and width requirements.
- Park dedication for the new lot has been paid with the application.

RECOMMENDATION:

Planning Staff: Recommends approval of the plat as presented.

Planning Commission: Also recommended approval (8-0).

Attachments: Preliminary and Final Plat Resolution
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR THE PLAT OF
OBRIEN OAK TERRACE**

**CASE NO. 21-13S
(O'Brien)**

WHEREAS, a preliminary and final plat application has been submitted to the City for property legally described as;

The North 777.5 feet and the South 135.5 feet of the North 913.0 feet of the West 282.0 feet of the East Half of the Northwest Quarter of Section 20, Township 27, Range 22.

LESS:

That part of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Beginning at the Northeast corner of said Northwest Quarter, thence South 0 degrees 10 minutes 57 seconds West (bearing assumed) along the East line of said Northwest Quarter a distance of 305.00 feet; thence South 48 degrees 10 minutes 57seconds West 375.88 feet; thence Northwesterly 200.50 feet along a nontangential curve concave to the Southwest having a radius of 359.00 feet and central angle of 32 degrees 00 minutes 00 seconds, the chord of said curve bears North 51 degrees 20 minutes 00 seconds West from the last described point; thence North 33 degrees 30 minutes 00 seconds East 132.00 feet; thence North 48 degrees 25 minutes 00 seconds East 485 to the point of beginning.

WHEREAS, a public hearing concerning the preliminary and final plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on March 16, 2021;

WHEREAS, the final plat application satisfies the conditions of preliminary plat and conforms to all applicable zoning and subdivision regulations (City Code Sections 510 and 515) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a Preliminary and Final Plat for the plat of Obrien Oak Terrace is hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 12th day of April, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 16, 2021

SUBJECT: **CARAGH O'BRIEN BARTNESS - CASE NO. 21-13S**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat for a two-lot subdivision, for the property located at 1248 - 90th Street. 45 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to subdivide the property creating one new 2.5-acre lot around the existing homestead. The 19-acre balance of the property would include the applicant's home and be used agriculturally. Both houses use the same existing driveway and easement to get to 90th Street. The applicant will record a new section of easement that will connect Lot 1 to the existing driveway easement over Lot 2. Staff recommends approval of the request.

Commissioner Niemioja asked if the 2.5-acre lot would be considered non-conforming because of the number of accessory buildings it contained.

Mr. Hunting replied that it was currently legal non-conforming and would remain legal non-conforming.

Commissioner Robertson asked if the existing buildings would remain in place.

Mr. Hunting replied that the applicant could best answer that question.

Opening of Public Hearing

Caragh O'Brien Bartness, 1260 – 90th Street East, advised she was available to answer any questions.

Chair Maggi asked the applicant if she read and understood the report.

Ms. Bartness replied in the affirmative. She advised that all the existing structures (house, barn, etc.) would be staying.

Alison Doane, 1182 90th Street East, stated she lived directly across the street from the subject property and was concerned about potential additional traffic, rental turnover, or condition of property if it became a rental situation.

Erin Hall, 1246 90th Street East, asked for clarification that she would still have access to her well via an easement.

Chair Maggi asked Ms. Hall if she had discussed this with the applicant.

Ms. Hall replied she had not.

Ms. O'Brien Bartness advised that currently the Halls need to come onto her property to get into the pump house to access their well. A simple solution would be to put a door on the back of the building so they can access it from their own side. She stated they have no intention of keeping the Halls from accessing the well.

Jay Austad, 8971 Aralia Court, advised that the property currently is being rented; the main house has about 10 people living in it and a milk house has been converted to house other non-related persons. They have heard rumors that the barn was going to be converted to a dwelling as well and that a housing development was planned for the property. He asked if the requested subdivision was for the purpose of creating additional rental property, would it set a precedent for additional subdivision, and, if so, would the roads support the resulting additional traffic.

Chair Maggi advised that the property was not zoned for a housing development.

Commissioner Robertson asked the applicant if she intended to rent the properties.

Ms. O'Brien Bartness replied that the purpose of this lot split is to sell the 2.5-acre parcel to the persons who are currently renting the property.

Commissioner Robertson asked if the buyers would also be purchasing the buildings on the lot.

Ms. O'Brien Bartness replied in the affirmative.

Commissioner Robertson clarified that the intent was not to make this a rental property.

Ms. O'Brien Bartness stated the purpose of the lot split was so that the people currently living on the property could purchase the property rather than renting it.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja referred to the existing buildings on this property and noted that this is a good example of how properties change over the years and can look inconsistent with current codes. All properties are unique.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Challeen, to approve the request for a preliminary and final plat for a two-lot subdivision, for the property located at 1248 - 90th Street.

Motion carried (8/0). This item goes to the City Council on April 12, 2021.



PLANNING REPORT

CASE NO: 21-13S

APPLICANT: Caragh O'Brien Bartness

PROPERTY OWNER: Caragh O'Brien Bartness

REQUEST: Preliminary and Final Plat

HEARING DATE: March 22, 2021

LOCATION: 12 90th Street E.

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential (2.5 acre min)

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to subdivide the property creating one new 2.5 acre lot around the existing house on the property and one lot of approximately 19 acres containing the balance of the property. The new 2.5 acre lot would be sold and the remaining 19 acre lot would be retained by the applicant and used agriculturally.

SPECIFIC REQUESTS

The application consists of the following:

1. A Preliminary and Final Plat for a two lot subdivision to be know as Obrien Oak Terrace.

EVALUATION OF THE REQUEST

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

North: Large lot residential; zoned E-1/PUD; guided RDR

East: Large lot residential; zoned E-1; guided RDR

West: Large lot residential; zoned E-1 and E-2; guided RDR

South: Large lot residential; zoned E-1; guided RDR

PRELIMINARY AND FINAL PLAT

Lots & Blocks. The following lists the required minimum lot size and area for the E-1 district:

	<u>Lot Area</u>	<u>Lot Width</u>
E-1	2.5 acre minimum	200 feet minimum

Lot 1 would be 2.5 acres in size and 390 feet wide along 90th Street. Lot 2 would be 18.81 acres and 523 feet along 90th Street.

Park Dedication. Park dedication would be due for the newly created lot. The applicant has already paid the cash contribution fee so no further action is required.

Access/Streets. The property abuts 90th Street. A portion of 90th from Hwy 3 to approximately 454 feet east is within public right-of-way. As 90th Street heads south, it has functioned as a private street within a 63 foot wide road and utility easement. The plat is dedicating the existing 33 foot half right-of-way to public right-of-way.

Lot 1 would continue to use the existing driveway which goes to the northwest corner of the lot. There is an existing driveway easement that serves the house on the exception lot on the east side of the plat. The applicant has prepared and will record a new section of easement that will connect Lot 1 to the existing driveway easement over Lot 2 (see driveway exhibit). This ensures access for all lots to connect to 90th Street.

ALTERNATIVES

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

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

- Approve the Preliminary and Final Plat of Obrien Oak Terrace as presented.

B. Denial. If the Planning Commission does not favor the proposed application, or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

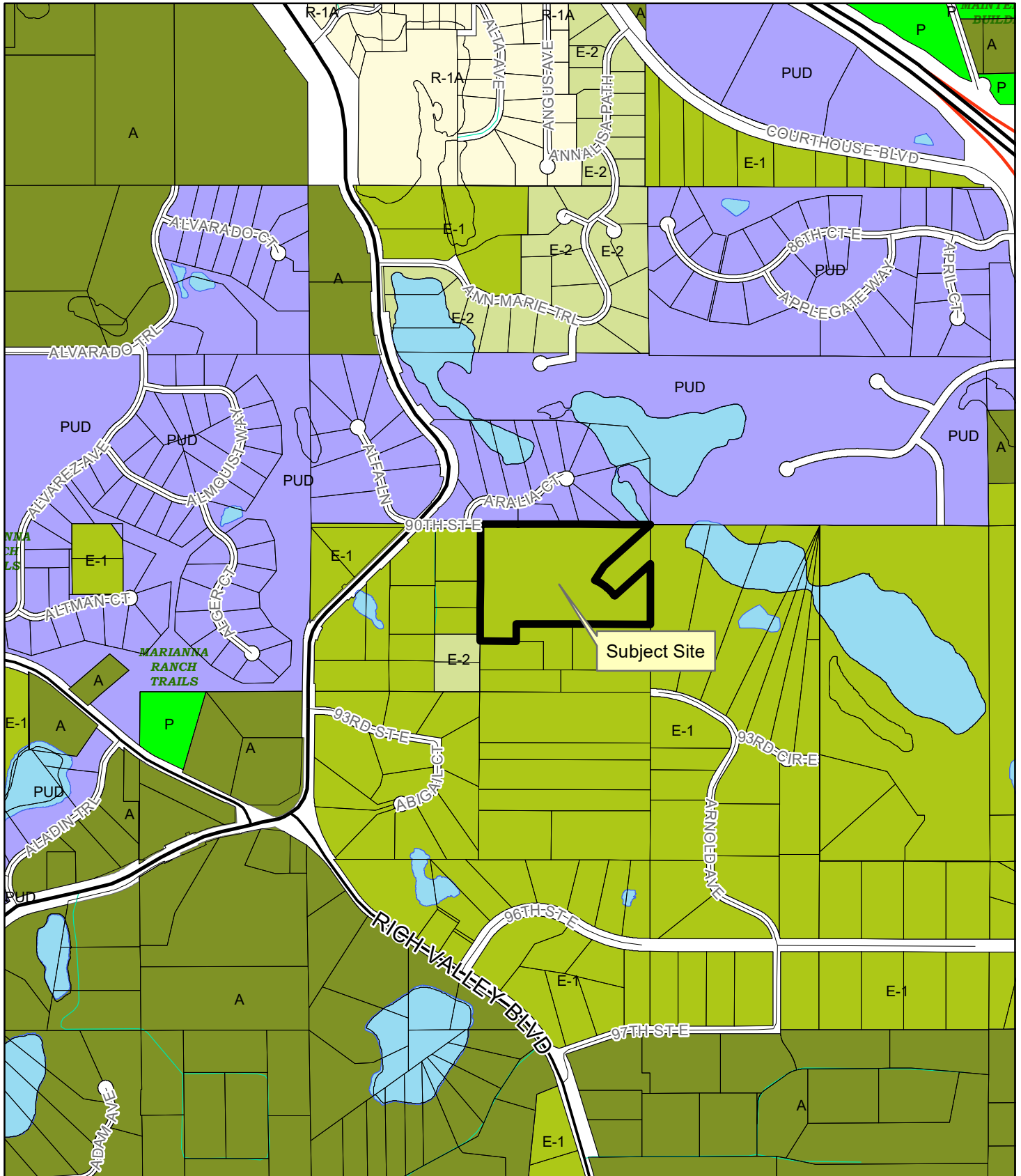
RECOMMENDATION

Staff recommends approval of the preliminary and final plat as presented.

Attachments: Location Map
Applicant Narrative
Preliminary Plat
Final Plat
Driveway Easement Map

Location Map

Case No. 21-13S



1260 90th St E
Inver Grove Heights, MN 55077

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

February 5, 2021

To Whom It May Concern:

The purpose of the Preliminary Plat and the Final Plat is to split the parcel of land at 1248 90th St E, IGH MN 55077 into two parcels.

- The first parcel will contain the house, the barns and 2.5 acres.
- The second parcel will contain 19.5 acres of agricultural land.

The first parcel will be sold and the second parcel will be retained by the current owner. No development will take place on the second parcel. It will continue to be used agriculturally.

Sincerely,



Caragh O'Brien TST Bartness

LEGAL DESCRIPTION

The North 777.5 feet and the South 135.5 feet of the North 913.0 feet of the West 282.0 feet of the East Half of the Northwest Quarter of Section 20, Township 27, Range 22.

LESS:

That part of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Beginning at the Northeast corner of said Northwest Quarter, thence South 0 degrees 10 minutes 57 seconds West (bearing assumed) along the East line of said Northwest Quarter a distance of 305.00 feet; thence South 48 degrees 10 minutes 57 seconds West 375.88 feet; thence Northwesterly 200.50 feet along a nontangential curve concave to the Southwest having a radius of 359.00 feet and central angle of 32 degrees 00 minutes 00 seconds, the chord of said curve bears North 51 degrees 20 minutes 00 seconds West from the last described point; thence North 33 degrees 30 minutes 00 seconds East 132.00 feet; thence North 48 degrees 25 minutes 00 seconds East 485 to the point of beginning.

GENERAL NOTES

SURVEYOR:

Loucks
7200 Hemlock Lane, Suite 300
Maple Grove, MN 55330
763-424-5505

OWNER/DEVELOPER:

Caragh O'Brien Bartness
1260 - 90th Street East
Inver Grove Heights, MN 55077
651-470-0734

- Prepared September 16, 2020.
- The address, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 1260 - 90th Street East, Inver Grove Heights, MN.
- This property is contained in Flood Insurance Rate Map, Community Panel No. 27037 C0105E, and is a non-printed panel (no special flood hazard areas).
- Topography shown hereon is per LiDAR data (NAVD 88 datum) obtained from the Minnesota Department of Natural Resources on 10/11/2020.
- The field work was completed on September 8, 2020.

ZONING INFORMATION

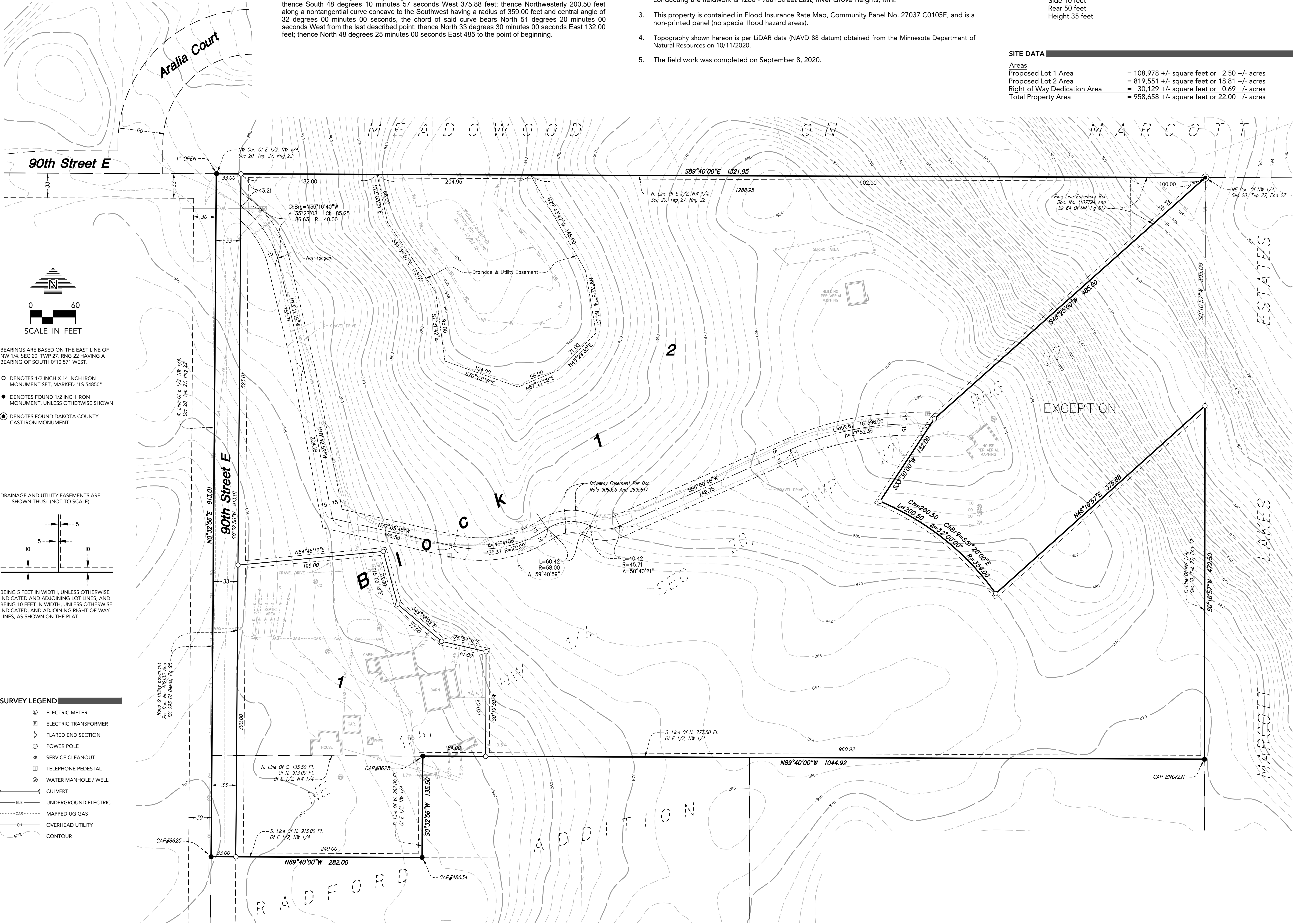
Current Zoning: E-1 with Shoreland District Overlay

Any zoning classification, setback requirements, height and floor space area restrictions, and parking requirements, shown hereon, was researched to the best of our ability and is open to interpretation. Per the City of Inver Grove Heights Zoning Map and City Code, on September 9, 2020, information for the subject property is as follows:

Current Setbacks:
Front 30 feet
Side 10 feet
Rear 50 feet
Height 35 feet

SITE DATA

Areas
Proposed Lot 1 Area = 108,978 +/- square feet or 2.50 +/- acres
Proposed Lot 2 Area = 819,551 +/- square feet or 18.81 +/- acres
Right of Way Dedication Area = 30,129 +/- square feet or 0.69 +/- acres
Total Property Area = 958,658 +/- square feet or 22.00 +/- acres



- BEARINGS ARE BASED ON THE EAST LINE OF NW 1/4, SEC 20, TWP 27, RNG 22 HAVING A BEARING OF SOUTH 0°10'57" WEST.
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "LS 54850"
 - DENOTES FOUND 1/2 INCH IRON MONUMENT, UNLESS OTHERWISE SHOWN
 - ⊙ DENOTES FOUND DAKOTA COUNTY CAST IRON MONUMENT

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS: (NOT TO SCALE)

BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THE PLAT.

SURVEY LEGEND

- ⊙ ELECTRIC METER
- ⊠ ELECTRIC TRANSFORMER
- ⌢ FLARED END SECTION
- ⊠ POWER POLE
- SERVICE CLEANOUT
- ⊠ TELEPHONE PEDESTAL
- ⊙ WATER MANHOLE / WELL
- CULVERT
- ELC UNDERGROUND ELECTRIC
- GAS --- MAPPED UG GAS
- OH --- OVERHEAD UTILITY
- 97.2 --- CONTOUR

OBRIEN OAK TERRACE

1248 - 90TH STREET EAST
INVER GROVE HEIGHTS, MN

CARAGH O'BRIEN BARTNESS

1260 - 90TH STREET EAST
INVER GROVE HEIGHTS, MN

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.loucksinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are instruments of the Consultant's professional services for use solely with respect to this project. These CADD files shall not be used on other projects, for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any and all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

09/16/20 CITY SUBMITTAL
02/08/21 CLIENT COMMENTS
03/02/21 CITY COMMENTS

PROFESSIONAL SIGNATURE

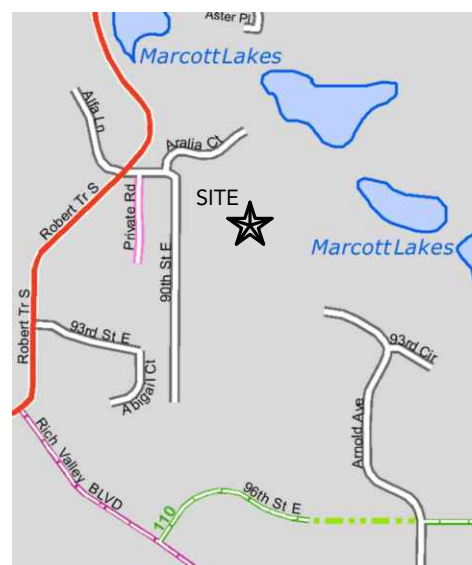
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Steven F. Hough
License No. 54850
Date 09/16/20

QUALITY CONTROL

Loucks Project No. 18-496A
Project Lead SFH
Drawn By SFM
Checked By SFH
Field Crew BRS

VICINITY MAP



PRELIMINARY PLAT

1 OF 1

OBRIEN OAK TERRACE

KNOW ALL PERSONS BY THESE PRESENTS: That Caragh O'Brien Bartness, Trustee of the Thomond O'Brien Family Trust, owner of the following described property situated in the County of Dakota, State of Minnesota, to wit:

The North 777.5 feet and the South 135.5 feet of the North 913.0 feet of the West 282.0 feet of the East Half of the Northwest Quarter of Section 20, Township 27, Range 22.

LESS:

That part of the Northwest Quarter of Section 20, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Beginning at the Northeast corner of said Northwest Quarter, thence South 0 degrees 10 minutes 57 seconds West (bearing assumed) along the East line of said Northwest Quarter a distance of 305.00 feet; thence South 48 degrees 10 minutes 57 seconds West 375.88 feet; thence Northwesterly 200.50 feet along a nontangential curve concave to the Southwest having a radius of 359.00 feet and central angle of 32 degrees 00 minutes 00 seconds, the chord of said curve bears North 51 degrees 20 minutes 00 seconds West from the last described point; thence North 33 degrees 30 minutes 00 seconds East 132.00 feet; thence North 48 degrees 25 minutes 00 seconds East 485 to the point of beginning.

Has caused the same to be surveyed and platted as OBRIEN OAK TERRACE, and does hereby dedicate to the public for public use the public way(s), and does also dedicate the drainage and utility easements as created by this plat.

In witness whereof said Caragh O'Brien Bartness, Trustee of the Thomond O'Brien Family Trust, has caused these presents to be signed by its proper officer this _____ day of _____, 202____.

Caragh O'Brien Bartness,
Trustee of the Thomond O'Brien Family Trust

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Caragh O'Brien Bartness, Trustee of the Thomond O'Brien Family Trust.

Signature
Notary Public, _____ County, _____
My Commission Expires _____

Printed Name, Notary

SURVEYORS CERTIFICATION

I Steven F. Hough 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 _____, 202____.

Steven F. Hough, Licensed Land Surveyor,
Minnesota License No. 54850

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by Steven F. Hough.

Signature
Notary Public, Hennepin County, Minnesota
My Commission Expires January 31, 2025

Printed Name, Notary

CITY PLANNING COMMISSION OF INVER GROVE HEIGHTS, MINNESOTA

Approved by the planning commission of the city of Inver Grove Heights, Minnesota, this _____ day of _____, 202____.

By: _____
Chair

CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA

This plat was approved by the City Council of the city of Inver Grove Heights, Minnesota, this _____ day of _____, 202____ and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd.2.

By: _____
Mayor

By: _____
Clerk

DAKOTA COUNTY SURVEYOR, 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 _____, 202____.

By: _____
Todd Tollefson, Dakota County Surveyor

DAKOTA COUNTY DEPARTMENT OF PROPERTY TAXATION AND RECORDS, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021 Subd. 9, taxes payable in the year 202____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this _____ day of _____, 202____.

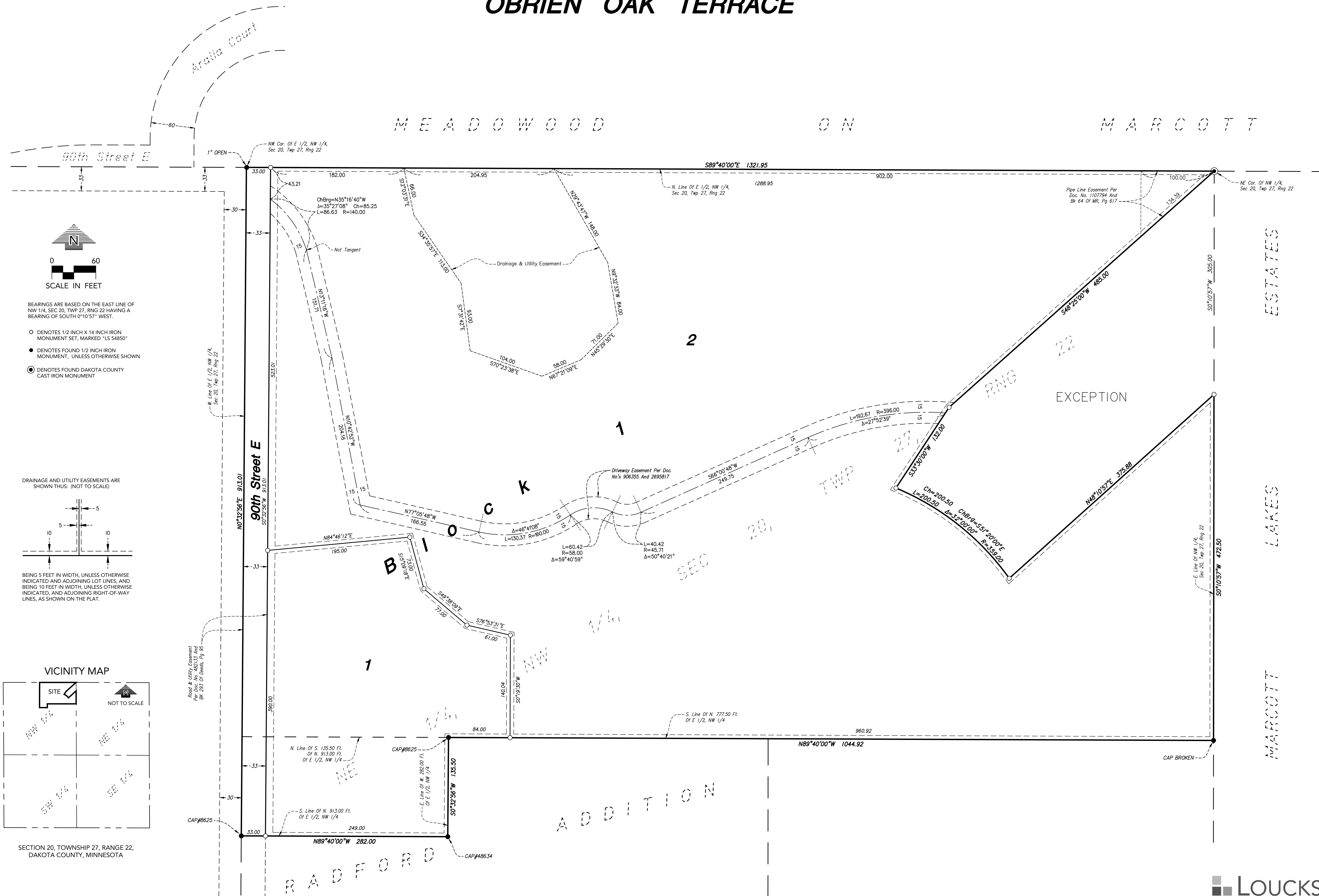
By: _____
Amy A. Koethe, Department of Property Taxation and Records

DAKOTA COUNTY RECORDER, MINNESOTA

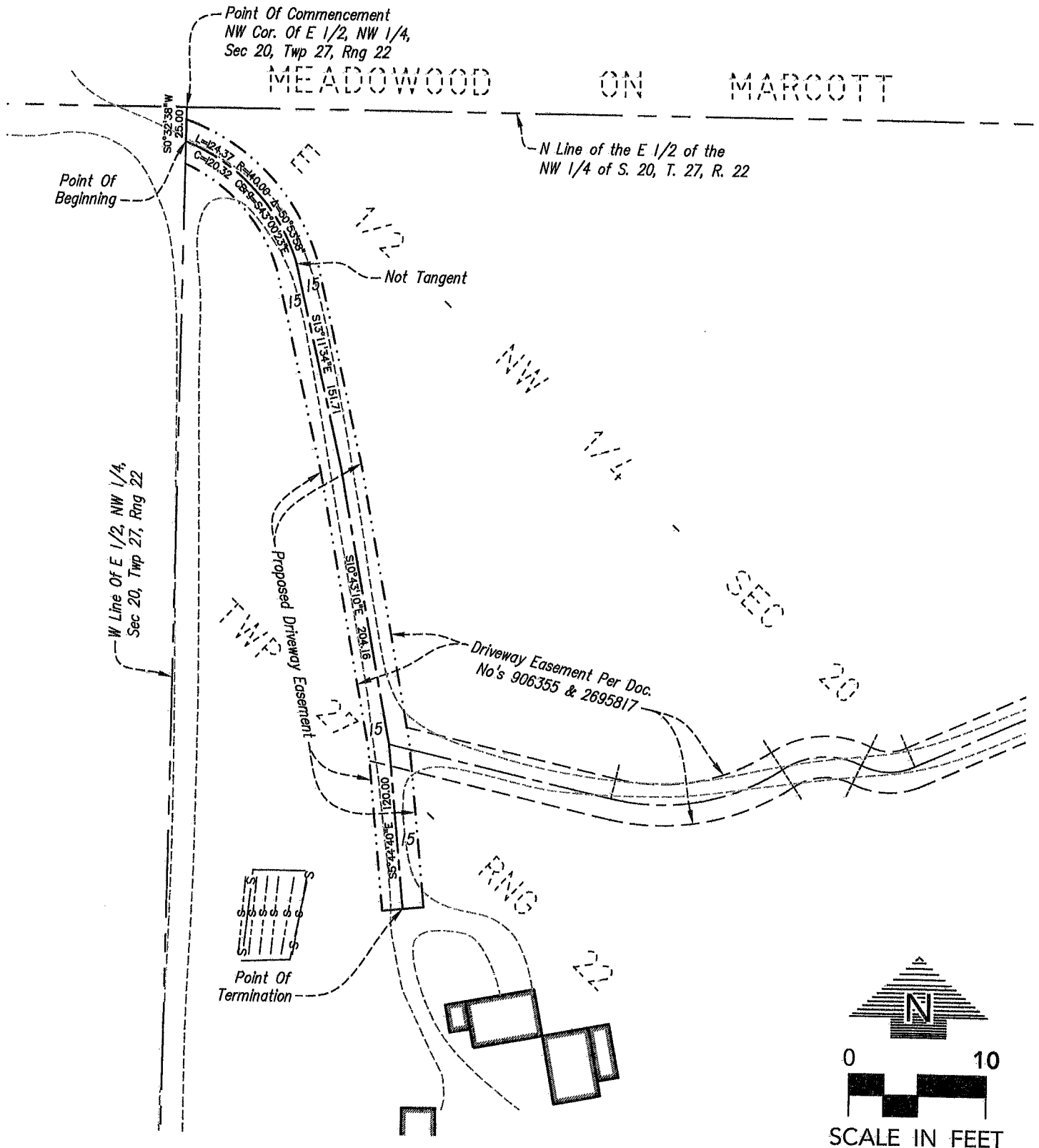
I hereby certify that this plat of OBRIEN OAK TERRACE was filed in the Office of the County Recorder for public record this _____ day of _____, 202____, at _____ o'clock _____.M. as Document No. _____.

By: _____
Amy A. Koethe, County Recorder

OBRIEN OAK TERRACE



EXHIBIT



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Steven F. Hough
Steven F. Hough - PLS License No. 54850

09/24/20
Date

LOUCKS
Loucks Project No. 18496A

**Request for Council Action****TITLE: Resolution Approving a No Build Area Use Agreement for Property Located at 6515 Babcock Trail and an Agreement No. 2 Related to Removal of Existing Home on Property at 6515 Babcock Trail**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Land Restriction	Amount included in current budget	
Contact:	Timothy J. Kuntz, City Attorney Office	Budget amendment requested	
Prepared by:	Timothy J. Kuntz, City Attorney Office	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to consider the attached Resolution Approving a No Build Area Use Agreement for Property Located at 6515 Babcock Trail and an Agreement No. 2 Related to Removal of Existing Home on Property at 6515 Babcock Trail.

SUMMARY:

There is currently a single-family dwelling located on the property at 6515 Babcock Trail owned by Thomas and Deborah Fee which was constructed in or around 1950. The owners have constructed a new single-family dwelling on the property and will be requesting a temporary certificate of occupancy for the new home. The owners have requested that the City allow the owners to continue occupying the existing home on the property for a period of time upon the condition that the owners remove the existing home from the property no later than May 15, 2022. The City has agreed to issue a temporary certificate of occupancy to the owners for the new home upon owners entering into a No Build Area Use Agreement and Agreement No. 2 Relating to Removal of Existing Home on Property at 6515 Babcock Trail.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A NO BUILD AREA USE AGREEMENT FOR
PROPERTY LOCATED AT 6515 BABCOCK TRAIL AND APPROVING AN
AGREEMENT NO. 2 RELATED TO REMOVAL OF EXISTING HOME ON
PROPERTY AT 6515 BABCOCK TRAIL**

WHEREAS, there is currently a single-family dwelling (Existing Home) located on the property at 6515 Babcock Trail owned by Thomas and Deborah Fee (Owner) which was constructed in or around 1950. Owner has constructed a new single-family dwelling on the property and will be requesting a temporary certificate of occupancy for the new home. By a previous agreement dated April 13, 2020, the Owner was to remove the Existing Home when a certificate of occupancy (temporary or permanent) was issued for the new dwelling.

WHEREAS, Owner has requested that the City allow Owner (or family members of Owner) to continue occupying the Existing Home on the property for a period of time upon the condition that Owner remove the Existing Home from the property no later than May 15, 2022.

WHEREAS, the City has agreed to issue a temporary certificate of occupancy to the Owner for the new home upon Owner entering into a No Build Area Use Agreement and upon Owner entering into an Agreement No. 2 Relating to Removal of Existing Home on Property at 6515 Babcock Trail.

WHEREAS, the salient terms of the No Build Area Agreement are:

- The purpose of the No Build Area Agreement is to preserve and protect that portion of the property where future 65th Street is projected to be located based on the current information.
- Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed by Owner upon the No Build Area described and depicted on Exhibit B of the Agreement.
- No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed by Owner in the No Build Area without the prior written consent of the City.
- No change in the contours and general topography of the No Build Area (including, but not limited to, excavation, grading, movement, or removal of soil), shall be constructed or allowed by Owner without the prior written consent of the City.

WHEREAS, the salient terms of the Agreement No. 2 Relating to Removal of Existing Home on Property at 6515 Babcock Trail are:

- Owner, at the expense of Owner, must remove the Existing Home from the Property no later than May 15, 2022.
- Prior to removal of the Existing Home, Owner may occupy the Existing Home but occupancy of the Existing Home shall be limited to only Owner and the family members of Owner.
- Without limiting the foregoing obligation of Owner to remove the Existing Home from the Property no later than May 15, 2022, no occupancy of the Existing Home shall occur after May 15, 2022.
- As part of the removal of the Existing Home, Owner will comply with the rules and regulations relating to closure and abandonment of the septic system associated with the Existing Home. Owner will comply with the rules and regulations relating to any demolition permit issued by the City for the Property. Owner will comply with the conditions of the temporary certificate of occupancy related to the Property.

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

1. The attached No Build Area Use Agreement and Agreement No. 2 Relating to Removal of Existing Home on Property at 6515 Babcock Trail are hereby approved.
2. The Mayor and City Clerk are authorized to execute the attached No Build Area Use Agreement and Agreement No. 2 Relating to Removal of Existing Home on Property at 6515 Babcock Trail and the City may record the two agreements against the property at 6515 Babcock Trail.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of April, 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**NO BUILD AREA USE AGREEMENT FOR
PROPERTY LOCATED AT 6515 BABCOCK TRAIL,
INVER GROVE HEIGHTS, MINNESOTA**

THIS NO BUILD AREA USE AGREEMENT FOR PROPERTY LOCATED AT 6515 BABCOCK TRAIL, INVER GROVE HEIGHTS, MINNESOTA (Agreement) is made this 12th day of April, 2021, by and between Thomas Fee and Deborah Fee, husband and wife (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Landowner is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, Landowner and City wish to enter into an agreement which will prohibit the excavation, grading, changing of contours and general changing of topography within that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “No Build Area”), without the prior written consent of the City.

WHEREAS, Landowner and City wish to enter into an agreement to provide that without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed by Landowner upon the No Build Area.

WHEREAS, Landowner and City wish to enter into an agreement to provide that no buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo’s, rock gardens and landscape boulders) shall be placed by Landowner in the No Build Area without the prior written consent of the City.

WHEREAS, execution of this Agreement is a condition precedent to issuing a temporary certificate of occupancy for the Property.

NOW, THEREFORE, in mutual consideration of the covenants, agreements and recitals of the parties herein contained, it is hereby agreed by the parties as follows:

Section 1. No Build Area Relating to Vegetation. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed by Landowner upon the No Build Area.

Section 2. No Build Area Relating to Structures. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed by Landowner in the No Build Area without the prior written consent of the City.

Section 3. No Build Area Relating to Excavation, Grading, Changing of Contours and Topography. No change in the contours and general topography of the No Build Area (including, but not limited to, excavation, grading, movement, or removal of soil), shall be constructed or allowed by Landowner without the prior written consent of the City.

Section 4. Issuance of Temporary Certificate of Occupancy. The City shall issue a temporary certificate of occupancy for the Property upon execution of this Agreement and upon execution of the following:

- Agreement No. 2 Relating to Removal of Existing Home

Section 5. Duration of Agreement. The duration of the Agreement is perpetual, unless terminated by any of the following means:

- a. The Agreement may be terminated by recordable written instrument signed by the parties.
- b. The Agreement may be terminated if the City executes a written recordable release of the Agreement.

Section 6. No Impairment of City Rights. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or drainage and utility easements or streets which are, or come to be placed in, on, or under the No Build Area.

Section 7. City Remedies. If the Landowner fails to perform any of its covenants or obligations under this Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

- a) **Specific Performance.** The City may specifically enforce this Agreement.
- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Landowner has not complied with the terms and provisions set forth in this Agreement, the DPW shall provide written notice to the Landowner of such failure to comply with the terms and provisions of this Agreement. This notice shall specify that the Landowner will have thirty (30) days to

comply with the terms and provisions of this Agreement, unless thirty (30) days is not practicable for the Landowner to so comply, in which case the Landowner shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Agreement provided the Landowner 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 Landowner to comply with the terms and provisions of this Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Agreement without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the terms and provisions of this Agreement. If the City performs emergency service work, the Landowner 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 7(c) and 7(d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Landowner fails to comply with the terms and provisions of this Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Landowner. The amount of costs charged by the City to the Landowner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Agreement. The Landowner 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Landowner as provided in Section 7(c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Landowner 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 Property owned by the Landowner. The Landowner hereby further waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Landowner. The Landowner waives any appeal rights otherwise

available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit to the Property owned by the Landowner from the performance of tasks by the City to ensure compliance with the terms and provisions of this Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Landowner.

Section 8. Binding Effect. This Agreement shall run with the Property and shall inure to the benefit of the Landowner and the City and shall bind the Landowner and the successors and assigns of the Landowner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

Section 9. No Assumption of Duty. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations.

Section 10. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

Section 11. 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.

Section 12. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

Section 13. 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.

Section 14. 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.

Section 15. Execution of Agreement. This Agreement shall be executed by Landowner as a condition of the temporary certificate of occupancy for the Property.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
LANDOWNER:**

Thomas Fee

Deborah Fee

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas Fee and Deborah Fee, 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 DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

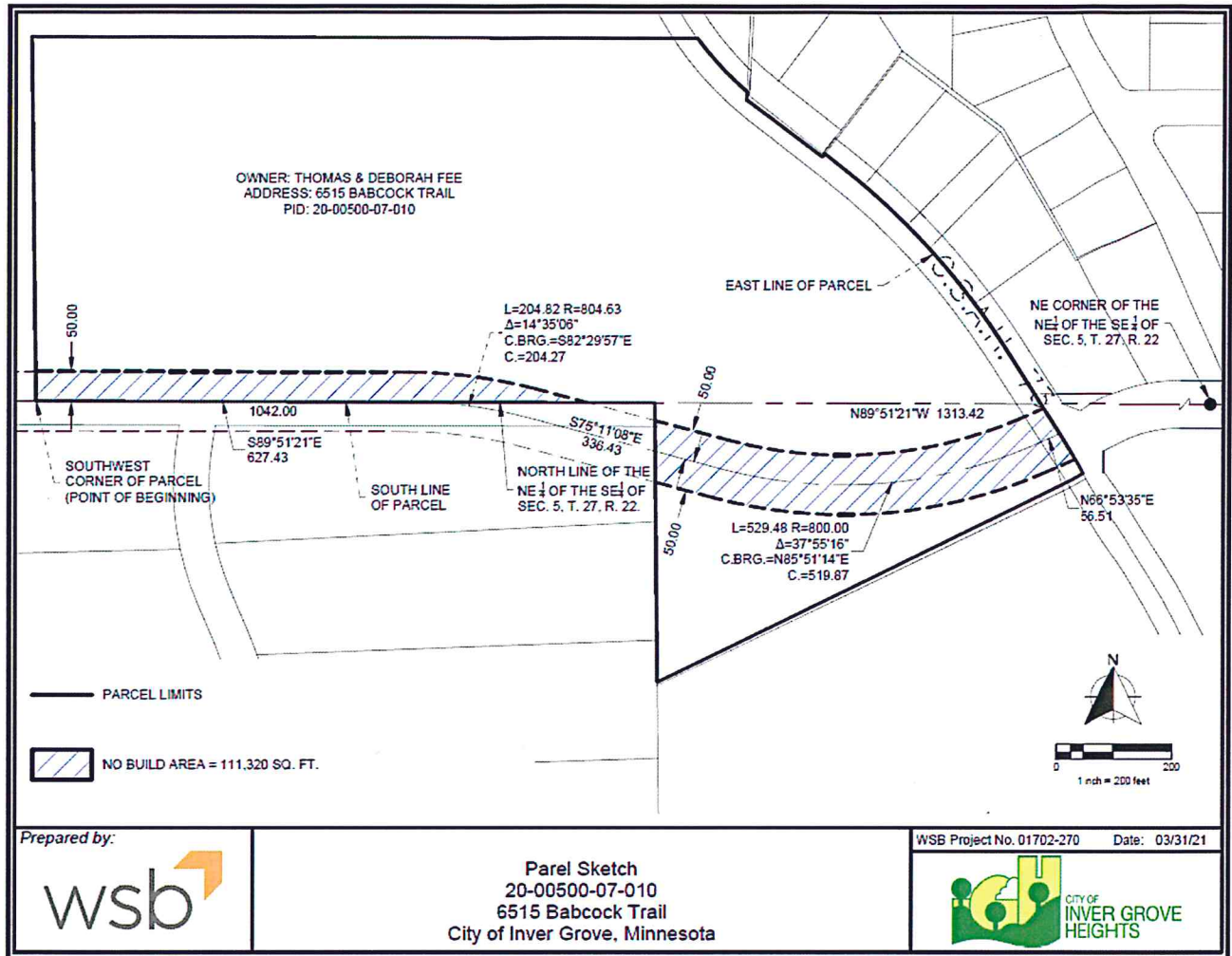
The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

EXHIBIT B
NO BUILD AREA

A No Build Area lying over, under and across that part of the Property described on Exhibit A which lies 50.00 feet on either side of the following described centerline:

Commencing at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, thence North 89 degrees 51 minutes 21 seconds West, assumed bearing along the north line thereof, 2355.42 feet to the southwest corner of said track also being the point of beginning of the centerline to be described; thence South 89 degrees 51 minutes 21 seconds East, along said north line, 627.43 feet; thence southeasterly 204.82 feet along a tangent curve, concave to the southwest, having a radius of 804.63 feet, a central angle of 14 degrees 35 minutes 06 seconds, a chord bearing of South 82 degrees 29 minutes 57 seconds East, for 204.27 feet; thence South 75 degrees 11 minutes 08 seconds East, tangent to last described curve, 336.43 feet; thence easterly 529.48 feet along a tangent curve, concave to the north, having a radius of 800.00 feet, a central angle of 37 degrees 55 minutes 16 seconds, a chord bearing of North 85 degrees 51 minutes 14 seconds East, for 519.87 feet; thence North 66 degrees 53 minutes 35 seconds East, tangent to last described curve, 56.51 feet to the east line of said tract also being the centerline of Dakota County Road No. 73 and said centerline there terminating.

Depiction of No Build Area (Part of Exhibit B)



**AGREEMENT NO. 2 RELATED TO REMOVAL OF EXISTING HOME ON
PROPERTY LOCATED AT 6515 BABCOCK TRAIL,
INVER GROVE HEIGHTS, MINNESOTA**

THIS AGREEMENT NO. 2 RELATED TO REMOVAL OF EXISTING HOME ON PROPERTY LOCATED AT 6515 BABCOCK TRAIL (Agreement No. 2) is made this 12th day of April, 2021, between Thomas Fee and Deborah Fee, husband and wife, hereafter defined as “Owner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

RECITALS

WHEREAS, the real property (hereafter referred to as “Property”) referred to in this Agreement No. 2 is located in Inver Grove Heights, Dakota County, Minnesota and is legally described on **Exhibit A** attached hereto.

WHEREAS, Owner owns the Property.

WHEREAS, there is currently a single-family dwelling located on the Property which was constructed in or around 1950 (hereafter referred to as “Existing Home”).

WHEREAS, Owner has constructed a new single-family dwelling on the Property (hereafter referred to as “New Home”) and will be requesting a temporary certificate of occupancy for the New Home.

WHEREAS, Owner has requested that the City allow Owner to continue occupying the Existing Home on the Property for a period of time.

WHEREAS, the Property is zoned A - Agricultural.

WHEREAS, the Inver Grove Heights Zoning Code states that properties located in the Agricultural District are allowed one (1) single-family dwelling per lot.

WHEREAS, the City has agreed to allow Owner to occupy the Existing Home for a period of time upon the condition that the Owner remove the Existing Home from the Property no later than May 15, 2022.

WHEREAS, the City has agreed to issue a temporary certificate of occupancy to the Owner for the New Home upon Owner entering into this Agreement No. 2 with the City and upon Owner entering into a No Build Area Use Agreement between the City and Owner dated April 12, 2021.

NOW THEREFORE, in consideration of the City issuing a temporary certificate of occupancy for the New Home and in consideration of the City allowing Owner up to May 15, 2022 to remove the Existing Home, Owner and the City hereby agree as follows:

SECTION 1.
OWNER'S COVENANTS

- 1.1 Owner acknowledges and agrees that execution of this Agreement No. 2 is a required condition of the temporary certificate of occupancy for the New Home on the Property.
- 1.2 Owner acknowledges and agrees that Owner, at the expense of Owner, must remove the Existing Home from the Property no later than May 15, 2022. Prior to removal of the Existing Home, Owner may occupy the Existing Home but occupancy of the Existing Home shall be limited to only Owner and the family members of Owner. Without limiting the foregoing obligation of Owner to remove the Existing Home from the Property no later than May 15, 2022, no occupancy of the Existing Home shall occur after May 15, 2022.
- 1.3 As part of the removal of the Existing Home, Owner will comply with the rules and regulations relating to closure and abandonment of the septic system associated with the Existing Home. Owner will comply with the rules and regulations relating to any demolition permit issued by the City for the Property. Owner will comply with the conditions of the temporary certificate of occupancy related to the Property.

SECTION 2.
CITY'S COVENANTS

- 2.1 The City agrees to issue a temporary certificate of occupancy to Owner for the New Home on the Property subject to the terms stated in such temporary certificate of occupancy upon Owner executing this Agreement No. 2 and the following agreements:
 - No Build Area Use Agreement
- 2.2 The City agrees to allow Owner and members of Owner's family to occupy the Existing Home prior to removal of the Existing Home but in no event later than May 15, 2022.

SECTION 3.
CITY REMEDIES UPON OWNER DEFAULT

3.1 City Remedies. If Owner defaults by not removing the Existing Home from the Property prior to May 15, 2022, then City may avail itself of all remedies under law or in equity, including the remedy of mandatory injunctive relief and the remedy of specifically enforcing this Agreement No. 2.

SECTION 4. **MISCELLANEOUS**

4.1 No Assumption of Obligations. Nothing contained in this Agreement No. 2 shall be considered an affirmative duty upon the City to perform any obligations of the Owner contained herein if Owner does not perform such obligations.

4.2 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement No. 2.

4.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement No. 2 shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement No. 2 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 No. 2 or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement No. 2, waive compliance by another with any of the covenants contained in this Agreement No. 2 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 No. 2. 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 No. 2 shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

4.5 Governing Law. This Agreement No. 2 shall be governed by and construed in accord with the laws of the State of Minnesota.

4.6 Counterparts. This Agreement No. 2 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.

4.7 Headings. The subject headings of the sections this Agreement No. 2 are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

4.8 Continuing Effect. The following documents shall continue in full force and effect:

- Custom Grading Agreement for 6515 Babcock Trail recorded on June 17, 2020 as Dakota County Document No. 3377280
- Storm Water Facilities Maintenance Agreement for 6515 Babcock Trail recorded on June 17, 2020 as Dakota County Document No. 3377281
- Permanent Utility and Drainage Easement recorded on June 17, 2020 as Dakota County Document No. 3377282
- Non-Disturbance Use Agreement Property Located at 6515 Babcock Trail recorded on June 17, 2020 as Dakota County Document No. 3377283

4.9 Superseding Effect. This Agreement No. 2 Related To Removal Of Existing Home On Property Located At 6515 Babcock Trail, Inver Grove Heights, Minnesota dated April 12, 2021 between the City and Owner shall supersede the Agreement Related to Removal of Existing Home on Property Located at 6515 Babcock Trail, Inver Grove Heights, Minnesota dated April 13, 2020 between the City and Owner.

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

IN WITNESS WHEREOF, the parties have executed this Agreement No. 2 the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Thomas Fee

Deborah Fee

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas Fee and Deborah Fee, 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 DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Commencing at a point on the North line of the Northeast Quarter of the Southeast Quarter of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, said point being the center of S.A. Road No. 21 or the German Road (so called) and also being 670 feet West of the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 34 degrees East along the center of said road 150 feet; thence South 63 degrees 46 minutes West 818.1 feet to the West line of said Northeast Quarter of the Southeast Quarter; thence North 486 feet to the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence East 650 feet to point of beginning, according to the Government Survey thereof.

AND

The South 611.65 feet of the Northeast Quarter, Section 5, Township 27, Range 22, Dakota County, Minnesota, lying West of the center line of Dakota County Road No. 73, except the West 271.35 feet of said parcel. Subject to easement for road purposes on the Easterly side thereof

**Request for Council Action****TITLE: Resolution Approving and Authorizing Closing of Real Estate Transaction With Kurt Rechtzigel**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Property Acquisition	Amount included in current budget	
Contact:	Timothy J. Kuntz, City Attorney Office	Budget amendment requested	
Prepared by:	Timothy J. Kuntz, City Attorney Office	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to consider the attached Resolution Approving and Authorizing Closing of the Real Estate Transaction with Kurt Rechtzigel.

SUMMARY:

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

The respective Purchase Agreements were approved by the City Council on February 22, 2021. The major contingencies were marketable title and coming to an agreement relating to a drainage and utility easement on the Rechtzigel retained parcel. The major contingencies have been met.

The closing on the real estate transaction will occur on April 16, 2021. The attached Resolution approves the real estate transaction and authorizes the City (and its City Attorney) to sign the closing documents.

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

ATTORNEYS AT LAW

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

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: April 7, 2021
RE: Resolution Approving and Authorizing Closing of the Real Estate Transaction with Kurt Rechtzigel; April 12, 2021 Council Meeting

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

The Purchase Agreements related to the transaction were approved by the Council on February 22, 2021. The closing of the real estate transaction between the City and Rechtzigel is April 16, 2021. The City and its representatives (including the City Attorney) will need to execute various real estate closing documents in conjunction with the closing.

The major contingencies were marketable title and coming to an agreement relating to a drainage and utility easement on the Rechtzigel retained parcel. The major contingencies have been met. The closing documents will include a Permanent Drainage and Utility Easement from Rechtzigel to the City over a portion of the Rechtzigel retained parcel.

Section 2. Council Action. The Council is asked to consider the attached Resolution Approving and Authorizing Closing of the Real Estate Transaction with Kurt Rechtzigel at the April 12, 2021 Council meeting. The attached resolution:

1. Authorizes the Mayor and City Clerk and City Attorney to execute the closing documents for the real estate transaction.

2. Approves a Permanent Drainage and Utility Easement from Rechtzigel to the City over a portion of the Rechtzigel retained parcel as part of the real estate transaction documents.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING CLOSING OF THE REAL
ESTATE TRANSACTION WITH KURT RECHTZIGEL**

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

WHEREAS, the Purchase Agreements related to the transaction were approved by the Council on February 22, 2021.

WHEREAS, the closing of the real estate transaction between the City and Rechtzigel is April 16, 2021.

WHEREAS, the City and its representatives (including the City Attorney) will need to execute various real estate closing documents in conjunction with the closing.

WHEREAS, the closing documents will include a Permanent Drainage and Utility Easement from Rechtzigel to the City over a portion of the Rechtzigel retained parcel.

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

1. The Mayor and City Clerk and City Attorney are authorized to execute the closing documents for the real estate transaction.
2. The closing documents shall include a Permanent Drainage and Utility Easement from Rechtzigel to the City over a portion of the Rechtzigel retained parcel. No other easements are necessary for the transaction.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of April, 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Consider Resolution Accepting Proposal and Approving the Contract from SRF for the Preliminary Design and Engineering Services for City Project No. 2016-17 - 117th Street Reconstruction**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Klay Eckles, 651-450-2571	Budget amendment requested	
Prepared by:	Klay Eckles, Interim Public Works Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Administrator	New FTE requested - N/A	
		Other possible funding: Federal funds, county funds, special assessments, state bonding funds, state aid funds, pavement management fund	X

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal and approving the contract from SRF for the preliminary design and engineering services for City Project No. 2016-17 - 117th Street Reconstruction.

SUMMARY

As part of the ongoing effort to deliver the 117th Street Reconstruction project, a consultant is required to complete a preliminary design. A request for proposal was sent out to qualified consultants, and three qualified proposals were received and reviewed. A summary of the proposals received with the not to exceed dollar amount are as follows: Bolton & Menk at \$529,604; SRF at \$560,389; and Kimley-Horn at \$629,500.

City and County staff concur that consulting firm of SRF provided the most complete and cost-effective proposal for this complex project. The cost to deliver a study and preliminary design for this complex multi-million-dollar project is \$560,389. SRF has significant experience both in recent large projects in the area and is well known as highly skilled on delivering complex transportation projects.

Per an approved Joint Power Agreement, the City has 26.1% responsibility for the contract costs and Dakota County the remaining. This would put the City's share at \$146,249, and County share at \$414,140. Completion of the preliminary design will keep the project on track for 2024 construction. Ultimate funding sources include federal funds, county funds, special assessments, and possibly state bonding funds, municipal state aid funds or pavement management funds.

SRF will begin the preliminary investigations and design immediately with the goal of completing the preliminary design prior to July 2022. This project is slated for 2024 construction.

Staff recommends approval of the resolution accepting proposal and approving contract with SRF for the preliminary design and engineering services for City Project No. 2016-17 - 117th Street Reconstruction in the amount of \$560,389.

KE/kf

Attachment(s): Resolution
Contract
RFP and SRF Proposal

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONTRACT WITH SRF CONSULTING GROUP FOR
PRELIMINARY ENGINEERING THROUGH 30 PERCENT FINAL DESIGN SERVICES FOR THE
DESIGN AND CONSTRUCTION OF 117TH STREET - CITY PROJECT NO. 2016-17**

WHEREAS, the City of Inver Grove Heights (City) and Dakota County issued a Request for Proposals for preliminary engineering through 30 percent final design services for the design and construction of 117th Street from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to Trunk Highway (TH) 52 (Courthouse Boulevard) (the "Project"); and

WHEREAS, several responses to the Request For Proposals for the Project were received by the City and evaluated by the selection committee utilizing the qualification criteria listed in the Request for Proposals; and

WHEREAS, following a review of the various proposals, the selection committee has recommended that the City enter into a contract with SRF Consulting Group, Inc. (SRF), for the Project; and

WHEREAS, the City Council has reviewed and evaluated SRF's proposal and has determined it is in the best interest of the City to enter into a contract with SRF for the Project.

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

1. The City hereby accepts the proposal from SRF Consulting Group Inc. for the Project, and authorizes execution of the attached contract with SRF Consulting Group, Inc.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 12th day of April, 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CONTRACT BETWEEN THE CITY OF INVER GROVE HEIGHTS
AND SRF CONSULTING GROUP, INC.
117th Street from CSAH 71 to TH 52 in Inver Grove Heights**

This Contract is between City of Inver Grove Heights ("City") and SRF Consulting Group, Inc 3701 Wayzata Blvd. Suite 100, Minneapolis, MN 55416 ("Contractor"). Contractor is a Minnesota Corporation. This Contract uses the word "parties" for both City and Contractor.

WHEREAS, the City requires services for professional services, as identified in the City's Request for Proposal ("RFP"), dated February 24, 2021, attached and incorporated as Exhibit 1; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 2; and

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on the date the last party executes this Contract ("Effective Date") and expires on June 10, 2022 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. General Description. Contractor shall provide the services generally described in the RFP and Contractor's Proposal (collectively, "Services").
- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the City when it knows or suspects it may be unable to perform under this Contract. The City shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. Changes in Policy or Staff. The City may terminate this Contract by providing 10 calendar days' notice if the Contractor makes or proposes significant changes in policies or to the Contractor's staff providing services to the City under this Contract.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the City's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the City.

3. PAYMENT

- 3.1. Total Cost. City will pay Contractor a total amount not to exceed Five Hundred Sixty Thousand and Three Hundred Eighty-Nine Dollars (\$560,389) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The City is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The City shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.

- 3.3. Time of Payment. The City shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the City will notify Contractor within 10 calendar days after the date on which the invoice is received. The City will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The City shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the City shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The City may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
- A. Payment does not prevent the City from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the City.
 - B. The City is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
 - C. If the City requires an audit or inspection, the City does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the City will pay the Contractor pursuant to the time period for payment after receipt of an invoice.
 - D. The City may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. This includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Attachment B to Exhibit 1. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within City of Inver Grove Heights, Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the City upon request. Contractor shall provide Notice to the City of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.4. Diversity and Inclusion; Prohibited Acts. The Contractor, its managers, officers and employees shall abstain from discrimination, harassment and retaliatory actions in the performance of this Contract. If the City receives a report of non-compliance with this provision, it will share the report with Contractor, conduct an appropriate investigation as warranted by the nature of alleged behavior, and notify Contractor of the findings of the investigation and any required remedial actions by the Contractor. The Contractor shall inform the City of compliance with any required remedial actions within the time period provided by the City. If the behavior persists, the City may terminate the Contract in accordance with section 18, Termination. The Contractor shall have policies that prohibit retaliation for reporting that is not in compliance with this provision.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the City and the Contractor. Contractor is not entitled to receive any of the benefits received by City employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.
- 6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

- 7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to City), and hold harmless the City, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

- A. Intentional, willful, or negligent acts or omissions; or
- B. Actions or omissions that give rise to strict liability; or
- C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract

whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

- 7.2. Limitations. The indemnification, defense, and hold harmless obligations of this section do not apply to the extent that liability is the direct or proximate result of the negligence or fault of the City or any third party for whom the Contractor is not legally liable. This limitation is not a waiver on the part of the City of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

- A. Any demand, action, suit, or proceeding against the party providing Notice; or
- B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the City of any proposed settlement, and Contractor may not, without City's prior written consent (which the City will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing City to undertake control of the defense.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Attachment C to Exhibit 1, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the City's prior written consent. The City may void any purported assignment, delegation, or subcontract in violation of this section.

9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the City in writing, subject to the following:

- A. Contractor shall be responsible for the performance of its subcontractors.
- B. All subcontractors shall comply with the provisions of this Contract.
- C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.

9.3. Notice to City. Contractor shall provide Notice to the City of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.

9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the City for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.

9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, pandemic, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting

party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.

- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the City may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
 - A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
 - B. Failure to perform Services or provide payment within the time specified in this Contract;
 - C. Failure to perform any other material provision of this Contract;
 - D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
 - E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.
- 12.3. Termination by City – Lack of Funding. The City may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-City source are unavailable or are not appropriated by the City Council. The City has sole discretion to determine if there is a lack of funding. The City is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The City is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.
- 12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.
- 12.5. Duties of Contractor upon Termination. Upon the City providing of the Notice of Termination, and except as otherwise stated, Contractor shall:
 - A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with City with any transition of Services.
 - D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.

- E. Return all City property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Provide copies of all reports, work product, and works, as that term is defined in Section 16 below, to the City.
- G. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- H. Maintain all records relating to the performance of the Contract as may be directed by the City in the Notice of Termination or required by law or this Contract.

12.6. Duties of City upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the City shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.

12.7. Effect of Termination for Cause or without Cause.

- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 1 [Attachment B] (Standard Assurances) and the indemnity provisions of section 7.
- B. The City shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the City in writing.

13. CONTRACT RIGHTS AND REMEDIES

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The City's failure to enforce any provision of this Contract does not waive the provision or the City's right to enforce it.

14. AUTHORIZED REPRESENTATIVE

- 14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:

Mike Turner
Principal
3701 Wayzata Blvd. Suite 100
Minneapolis, MN 55416
Telephone: (763) 249-6717
mturner@srfconsulting.com

To the City:

Klay Eckles
Interim Public Works Director
8350 Barbara Ave
Inver Grove Heights Mn, 550
Telephone: 651-450-2571
keckles@ighmn.gov

- 14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The City's Authorized Representative shall have only the authority granted by the City Council. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

14.3. In addition, Notices regarding breach or termination shall also be provided to:

Bridget Nason, Inver Grove Heights City Attorney
LeVander, Gillen & Miller, PA
633 South Concord Street, Suite 400
South St. Paul, MN 55075

15. LIAISON

15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Steve Miller	City Liaison: Klay Eckles
Telephone: (651) 333-4155	Telephone: 651-450-2571
Email Address: smiller@srfconsulting.com	Email Address: keckles@ighmn.gov

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

[Standard ownership] As the City's contractor for hire, the City shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the City shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the City, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by the Contractor and approved by the City of Inver Grove Heights City Council.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

Exhibit 1 – City's Request for Proposal (including Attachments A – G)
Exhibit 2 - Contractor's Response to Request for Proposal dated February 24, 2021.

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract,

the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

20. CONFIDENTIALITY

- 20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to City and included in the definition of Protected Data.
- 20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 20.3. Contractor acknowledges that the City may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the City with a copy of said procedures upon request.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the City in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the City, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

21. ELECTRONIC SIGNATURES

Each party agrees that the electronic signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

22. CONTRACT INTERPRETATION AND CONSTRUCTION

This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

23. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, City shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date(s) indicated below.

CITY OF INVER GROVE HEIGHTS

By: Thomas Bartholomew
Its: Mayor

Attest:

Rebecca Kiernan
Its: City Clerk

Date of Signature: _____

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)

By: 

(Signature Line Please Use Black or Blue Ink)

Paul Martens, CFO

(Print Name and Title)

SRF Consulting Group, Inc.

3701 Wayzata Boulevard Suite 100 Minneapolis MN 55416

(Print Address, City, State Zip Code)

Date of Signature: 4/1/2021



REQUEST FOR PROPOSAL

117TH STREET FROM CSAH 71 TO TH 52 IN
INVER GROVE HEIGHTS

*PUBLIC INVOLVEMENT, UTILITY IDENTIFICATION,
ENVIRONMENTAL DOCUMENTATION, DRAINAGE ANALYSIS,
GEOTECHNICAL INVESTIGATION, PRELIMINARY
ENGINEERING FEASIBILITY STUDY & 30% FINAL DESIGN*

CITY OF INVER GROVE HEIGHTS, MN

City Project No. 2016-17

County Project No. 32-65

DUE DATE: Wednesday, February 24th, 2021 2:00 P.M.

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PURPOSE OF REQUEST

City of Inver Grove Heights, in partnership with Dakota County, is issuing this Request for Proposals (RFP) to engineering firms interested in providing preliminary engineering through 30 percent final design services for the design and construction of 117th Street from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to Trunk Highway (TH) 52 (Courthouse Boulevard). The proposal shall include the costs to complete federal aid preliminary engineering through 30 percent final design plan sheets.

The proposed project will reconstruct 1.03 miles of 117th Street as a divided 2-lane County State Aid Highway and include pavement preservation improvements for 117th Street from Flint Hills Resources Refinery access to the TH 52/117th Street interchange. The roadway will be constructed to 10-ton roadway design and improve access to the existing industrial businesses

along the corridor including Flint Hills Resources – Pine Bend Refinery, Republic Services Pine Bend Landfill and several other freight/heavy commercial based industries. The corridor will be reviewed for possible access consolidation to meet Dakota County access spacing guidelines. The two existing at-grade railroad crossing would be upgraded to current railroad standards (AREMA) and the railroad crossing signal systems would be integrated into the existing MnDOT TH 52/117th signal system.

BACKGROUND

The 117th Street reconstruction project will enhance transportation system efficiency and mobility, reduce access points, improve roadway safety, and facilitate the phased development of an essential east-west transportation corridor within the region. The 117th Street corridor is an integral component of the broader Dakota County CSAH 32 corridor that connects Interstate 35W in Burnsville on the west to TH 52 in Inver Grove Heights on the east. The role this facility plays in the transportation system is much larger than the employment and sub regional commuter traffic it serves today.

CSAH 32 Extension Study

In 2002, Dakota County and the City of Inver Grove Heights collaborated on the CSAH 32 Extension Study. In 2004, MnDOT completed construction of the TH 52/117th St. Interchange. The interchange provided a new bridge to accommodate a 4-lane section, which transitions to the existing 2-lane section on 117th Street to the west.

The [CSAH 32 Extension Study](#) projected traffic volumes of 8,000 vehicles per day in the year 2025 for 117th Street, which is a planned future County highway. Current traffic counts have indicated that volumes have increased at a more rapid rate than expected and are currently between 6800 and 7400 vehicles per day. This can be attributed to the expansion of various commercial and industrial facilities in the area, namely the Flint Hills Resource facility on the south side of 117th Street. The expansion of the area facilities has yielded an increase in the number of vehicles that utilize 117th Street.

Pine Bend Arterial Connector Study

In 2014, Dakota County obtained vehicle counts for 117th Street as part of the [Pine Bend Arterial Connector Study](#). The HCAADT varied from 13 to 33 percent along the corridor with an ADT of 7,000. Current traffic data includes:

- 7,000 Existing Traffic Count
- 7,500 Base Scenario Year 2040 Daily Traffic Forecast
- 10,000 Year 2040 Trendline Forecast

- 7,300 Build Scenario Year 2040 Daily Traffic Forecast

The Pine Bend Arterial Connector Study documents the purpose of the 117th Street reconstruction from CSAH 71 to TH 52 to provide additional capacity and access management. A detailed 117th Street concept layout was developed as part of the study to provide the City/County and adjacent stakeholders an understanding of the potential impacts associated with this upcoming reconstruction project (e.g., right-of-way, access restrictions, turn lanes, etc.).

Figure 20 of the study illustrates the 117th Street concept layout. It provides initial recommendations for access control along this corridor and potential access relocations. This layout was presented to and refined based on input from stakeholders along this corridor (e.g., Flint Hills Resources, Allied Waste, SKB Landfill, Enterprise Products, Hilton Ministorage, and Xcel Energy).

The recommended alignment for CSAH 32 is Scenario D – Refined from the Pine Bend Arterial Connector Study and includes planning for the long-term improvement of 117th Street as presented in Scenario D-Refined improvement needs:

- When needed, improve County 32 to a 4-lane roadway from Trunk Highway 3 to Trunk Highway 52, and realign from Akron to 117th Street
- Timing of realignment likely tied to realignment of County 73 due to Bituminous Roadway mining, and design considerations
- Supports functionality of 117th Street as a future County roadway and County participation in improvements

At-Grade Railroad Crossing

117th Street has two existing at-grade railroad crossings. The western crossing (1,100 feet east of CSAH 71) is Union Pacific Railroad's mainline between southern Minnesota and Saint Paul (crossing Id No. 876418Y) and the eastern crossing (2,800 feet west of Clark Road) is a spur line that serves several businesses including Flint Hills Resources and Enterprise Products (crossing Id No. 184917C). Based on data produced by the Federal Railroad Administration's [Web Accident Prediction System](#) (WBAPS) the eastern crossing (184917C) is ranked 2nd and western crossing (876418Y) is ranked 13th out of 119 crossings in Dakota County.

PROJECT SETTING

117th Street is a A-minor Arterial street in the City of Inver Grove Heights. The street provides essential access to TH 52 for Flint Hills Resources - Pine Bend Refinery, which is the largest employer in the City of Rosemount, as well as adjacent quarries, landfill operations, and manufacturing. This road is a rural-section, two-lane roadway with narrow shoulders and limited provision of turn lanes. Approximately 7,100 vehicles per day travel on 117th Street. Given the high volumes of truck traffic on this road, the lack of turn lanes and adequate shoulders is a concern.

Truck stacking on the roadway in the a.m. at the landfill and two at-grade railroad crossings further adds to safety concerns. The internal circulation of the industrial land uses will need to be evaluated to determine circulation needs that provide connectivity with the proposed access management.

The roadway reconstruction from CSAH 71 to TH 52 will provide additional capacity and access management and accommodate the future four-lane roadway needs and a 55 mile per hour design speed. The identified constraints and/or issues included landfills, developed property, roadway and intersection spacing, existing access locations, heavy truck volumes, railroad crossings, private utilities, methane leak at the landfill, changes in elevation and projected traffic volumes. Long-term improvements for a potential four-lane divided highway will only be implemented when development occurs, traffic volumes indicate the need for roadway expansion, and after Bituminous Roadways has mined the high-quality aggregate from the area. Bituminous Roadways currently believe the mining could continue for 25+ years. The mine site currently operates under a conditional use permit (CUP) from the City of Inver Grove Heights. The CUP establishes operating conditions and the City reviews the permit on a 5-year basis. Permitted activities at the Project Site include mining and processing (crushing, screening and washing), stockpiling, loading and hauling, reclamation, and operation of an asphalt plant and a contractor's yard.

There are a **significant** number of public and private utilities throughout the project area that are potential constraints. Flint Hills Resources, Mid-America Pipeline and Excel Energy are responsible for many of the underground chemical pipelines through the study area. The most significant resource pipeline through the area is the Koch Jet Fuel Pipeline. High voltage transmission lines also represent significant structures that must be recognized when considering potential transportation improvements. It is anticipated that a portion of the federal grant will go to utility relocation costs.

PROJECT GOALS

- Improve safety and provide capacity for future traffic consistent with adopted studies
- Coordinate relocation of utilities and determine measures to minimize impacts to private utilities
- Provide connectivity for the industrial land uses based on the proposed access management and potential access relocations
- Complete certified existing right of way base map including the parcel breakdown
- Complete an appropriate environmental worksheet (PM, EA, etc.) determined by HPDP guidance for the 117th Street corridor, as needed
- Complete an appropriate level Phase I Environmental Site Assessment
- Design sanitary sewer extension
- Determine the ponding needs based on the City standards

- Complete an archaeology survey as determined by the respective environmental document for the 117th Street corridor, as needed, within the project timelines
- Provide a geometric design that includes:
 - A. Minimization of near term and long-term construction and right of way costs.
 - B. A 2-lane divided roadway for 117th Street from CSAH 71 to Flint Hills Resources Refinery access, including trails on both sides of the roadway. The section should fit within a 120'-150' wide right-of-way corridor expanded to the south.
 - C. Determine temporary easements outside of right-of-way corridor as needed. Depending on the roadway style (urban vs. rural) additional right-of-way may be needed to accommodate the design.
 - D. A design that meets Dakota Counties current access spacing guidelines along the 117th Street corridor.
 - E. 55 mph design speed for 117th Street corridor.
 - F. Review of intersection and corridor lighting to improve safety of all users.
 - G. Union Pacific at grade crossing analysis, coordination, and design to accommodate the project.
 - H. Adequate sight lines at all intersections.
 - I. Internal circulation needs that provide connectivity with the proposed access management

GENERAL PROJECT INFORMATION

City Management of the Project:

Scott Thureen
 Public Works Director City of Inver Grove Heights
 8150 Barbara Avenue
 Inver Grove Heights Minnesota 55077
www.ighmn.gov
 Phone: 651-450-2571
 Email: sthureen@ighmn.gov

Scott Thureen or his designee will be the first point of contact on behalf of City of Inver Grove Heights, and direction to the consultant will come from him. In addition, a team of City and County staff will regularly review and comment on the work. A Project Management Team (PMT) will work to provide direction and support for the design of the project and will participate in the review of submittals by the consultant. The PMT will consist of representatives from Dakota County, the City of Inver Grove Heights, and other partnering agencies.

Project Funding

The 117th Street Reconstruction and Modernization Project has been selected to receive \$8,000,000 in funding through the 2019 Minnesota Highway Freight Program. 117th Street is an "A" Minor Expander roadway and is a Tier 2 Regional Truck Corridor. The consultant will coordinate all activities required for administration of this funding that need to occur during this phase of the project.

Project Needs

City of Inver Grove Heights is soliciting proposals from consulting firms to provide a public involvement process, design of the improvements, utility relocation impact study, feasibility study, environmental site assessment, right of way easement needs, and estimated project costs described herein.

Project Scope

The project scope includes preliminary engineering to complete preliminary design to 30 percent final design plans. The Project generally consists of grading, surfacing, drainage/stormwater management, public involvement, survey mapping, utility identification and investigation, environmental documentation, geotechnical exploration and quality management.

Sharing of Information

The consultant shall host a file sharing site to allow the project management team to share and receive files.

References

- City of Inver Grove Heights 2040 Comprehensive Plan
<https://www.ighmn.gov/334/2040-Comprehensive-Plan>
- Dakota County Draft 2040 Transportation Plan
<https://www.co.dakota.mn.us/Transportation/PlanningPrograms/2040TransportationPlan/Documents/DraftTransportationPlan.pdf>
- CSAH 32 Extension Study
<https://www.co.dakota.mn.us/Transportation/TransportationStudies/Past/Pages/csa-32-extension.aspx>
- Pine Bend Arterial Connector Study
<https://www.co.dakota.mn.us/Transportation/TransportationStudies/Past/Pages/pine-bend-arterial-connector-study.aspx>
- Dakota County, 2040 Comprehensive Plan
<https://www.co.dakota.mn.us/Government/Planning/CompPlan/Documents/DakotaCounty2040ComprehensivePlan.pdf#search=2040%20comp>

- Flint Hills Resources 2016 EAW including a Regional Freight Terminals Traffic Impact Study Update for proposed refinery development
<https://www.pca.state.mn.us/sites/default/files/p-ear2-105a.pdf>

SCOPE OF SERVICES AND DELIVERABLES

The primary purpose of this project is to provide a public involvement process and 30 percent final design plans of the 117th Street/CSAH 32 improvements as previously outlined in this document. The consultant shall furnish all labor, materials, transportation, supplies, equipment, etc. necessary to complete the following deliverables (described in Attachment

ATTACHMENT A Description of Tasks	A-1
TASK 1 Project Management	A-2
TASK 2 Public and Agency Involvement.....	A-3
TASK 3 Surveys and Mapping.....	A-5
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TASK 5 Traffic Analysis	A-8
TASK 6 Geotechnical Information.....	A-9
TASK 7 Public and Private Utility Identification and Coordination	A-11
TASK 8 Right of Way.....	12
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TASK 10 Drainage Design.....	A-16
TASK 11 Traffic Control/Staging.....	A-16
TASK 12 Roadway Plans	A-17
TASK 13 Prepare Feasibility Study.....	A-19
TASK 14 Project Submittal & Additional Tasks	A-19
TASK 15 Permits and Approvals	A-19
TASK 16 Optional Tasks – Identified by Consultant.....	A-20

DESCRIPTION OF CITY OF INVER GROVE HEIGHTS RESPONSIBILITIES

1. Provide the following:
 - a. A GIS data set including:

- i. Elevation/topographic data (1ft. LIDAR, TIN Model)
 - ii. Property Information
 - iii. Contaminated Sites Inventory
 - iv. Floodplain
 - v. Roads and other physical infrastructure
 - b. Public participation mailing lists
 - c. Previous traffic engineering reviews (2008 through 2018)
 - d. Technical assistance with 2040 traffic forecasts and in estimating costs for right-of-way and related property-owner or utility issues
2. Attend all meetings with project stakeholders and respond to questions and comments

PROJECT SCHEDULE

The following is the desired schedule for the project:

Notice of RFP request	Friday, January 29, 2021
Proposals received by City of Inver Grove Heights	Wednesday, February 24, 2021
Selection of consultant by Project Management Team	Monday, March 08, 2021
Complete contract negotiations	Friday, March 12, 2021
City Council approved consultant selection and JPA	Monday, March 22, 2021
Authorization to proceed	After Execution of Contract
Project kickoff and advancement	Immediately after Contract Execution
30 percent Final design and cost estimates completed	Friday, June 10, 2022

Consultant Provided Schedule:

The selected consultant shall provide a schedule with associated tasks and deliverables. Refer to the Scope of Services and Deliverables and Attachment A.

PROPOSALS

City of Inver Grove Heights envisions an effective professional team approach including engineers, transportation planners, public engagement professionals and graphic artists.

The proposal text shall not be more than twenty (20) pages long not including the cover letter. Any additional drawings or information ancillary to the proposal shall be placed in an Appendix at the back of the proposal. Illustrative graphics (i.e. layouts, organizational charts, schedules, etc.) are allowed on 11" x 17" paper. Proposals shall be prepared on 8-1/2" x 11" format, with sequentially numbered pages throughout the report or by section. All text and exhibits should be succinct and relevant to the RFP requirements.

City of Inver Grove Heights and Dakota County shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in the preparation of their proposals. Consultants shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the consultant in:

- a. Preparing its proposal in response to this RFP;
- b. Submitting that proposal to the City;
- c. Negotiating with the City on any matter related to this RFP;
- d. Any other expenses incurred by the consultant prior to the date of execution of the proposed agreement.

The consultant shall adhere to all terms of this RFP. Exceptions to the requirements in this RFP must be included in the proposal submitted by the consultant. The consultant shall segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations".

By submitting a proposal, the consultant represents that they have thoroughly examined the RFP, have become familiar with the work required, and can perform quality work to achieve the objectives of the City of Inver Grove Heights.

SUBMITTAL REQUIREMENTS

General Information:

- Addenda/Clarifications. Any changes to this RFP will be made by the City of Inver Grove Heights through a written email addendum. No verbal modification will be binding.
- Contract Award: Issuance of this RFP and receipt of proposals do not commit the City to the awarding of the contract. The City reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant, should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.
- City Rights: The City may investigate the qualifications of any consultant under consideration, require confirmation of information furnished by the consultant, and require additional evidence of qualifications, to perform the work described in this RFP. The City reserves the right to:
 - Reject any or all proposals if such action is in the public interest;
 - Cancel the entire Request for Proposals;
 - Issue a subsequent Request for Proposals;
 - Remedy technical errors in a Request for Proposals process;
 - Appoint evaluation committees to review the proposals;
 - Establish a short list of consultants for interview after evaluation of proposals;
 - Negotiate with any, all, or none of the RFP consultants; and
 - Reject and replace one or more subcontractors.

- Public Records and Requests for Confidentiality: Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to City of Inver Grove Heights will be public once opened. All other information remains private until City of Inver Grove Heights has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by City of Inver Grove Heights unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Responder's bid/proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by City of Inver Grove Heights concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment E. City Of Inver Grove Heights reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the bid/proposal that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the bid/proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by City of Inver Grove Heights as a waiver by the Responder of any confidential treatment of the trade secret information in the bid/proposal.

Requests by the public for the release of information held by City of Inver Grove Heights are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a bid/proposal.

By submitting this bid/proposal, Responder agrees to indemnify and hold the City Of Inver Grove Heights, its agents and employees, harmless from any claims or causes of action relating to the City's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the City Of Inver Grove Heights in defending such an action.

- Independent Contractor Status: The consultant will be an independent contractor. Nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between City of Inver Grove Heights and the consultant. The consultant is not entitled to receive any of the benefits by City employees and is not eligible for workers' or unemployment compensation benefits. The consultant understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from payments due the consultant and that it is the consultant's sole obligation to comply with the applicable provisions of all federal and state tax laws.
- Contract Type: A contract will be executed between City of Inver Grove Heights and a prime consultant firm. In the case of a project team of multiple consultants, a prime consultant firm shall be responsible for subcontracting with the other consultant firms. There will be no legal relationship with City of Inver Grove Heights and the subcontracting consultant firms. The prime and subcontracting consultant firms shall be responsible in providing the required submission information via a single proposal.

Cover Letter Submittal Requirements

- Name, address, phone number, and fax number of the firm;
- Acknowledgement of receipt of attachments and RFP addenda or clarifications, if any;
- Name, title, address, telephone, fax numbers, and email address, of contact person during the period of evaluation;
- A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

Minimum Proposal Requirements

1. **Project Understanding and Approach.** Describe the project understanding and approach proposed by your firm. Focus on the issues you believe are significant for successful completion; note specific approach(es) to facilitate public participation; describe how you intend to use existing information to help manage design costs; note any unique options to be pursued; and provide a brief outline of your approach to complete the RFP tasks, emphasizing the benefits of your approach, with possible unique methods to deliver the scope and manage quality.
2. **Key Personnel:**

- a. Project Manager: Provide a description of the Project Manager and their qualifications for this project and a detailed list of previous projects worked on with the firm that are relevant to the project. If more than one project manager may be assigned to various specialty areas, please provide multiple descriptions.
 - b. Key Support Personnel: Provide a list of key personnel assigned to this project. Identify areas of expertise and if they have worked with the Project Manager on previous projects or in similar roles. The connection between the team's organization and task/delivery assignments should be easily understood.
3. Previous Experience. Describe previous similar projects that the team was involved with, including projects with similar public involvement and design efforts, including those addressing MnDOT State Aid requirements. Any other additional information to demonstrate competence and ability to fulfill the obligations of the Contract. The project manager must have been a project manager on a similar project prior to working on this project and have experience successfully coordinating multiple stakeholders and agencies. Provide a list of key personnel who will be assigned to the project; their area of responsibility, work experience, qualifications and availability to perform the proposed work.
4. A work plan and/or schedule identifying the major tasks to be accomplished. The work plan must present the responder's approach, task breakdown of the major project requirements, a critical path timeline, approach to quality control, deliverable due dates, and project completion date.
5. Sub-consultants. Describe the name and location of other sub-consultants that would be used by the firm in the design. Identify the approximate percentage of the work that would be performed by each of these firms.
6. Fee Estimate. Provide an estimate of the total project design costs per the defined scope of work. The fee estimate shall be broken into work tasks consistent with attachment A for consistency of comparison with an hourly estimate of time required by each project personnel or sub-consultant. At minimum, the tasks required shall be based on the tasks described in this RFP. Allowances for project costs, such as mileage or indirect office costs should be identified. The actual fee will be based on hourly and reimbursable costs with a not-to-exceed maximum contract amount.

Fee Proposal Structurer:

Task	Project Manager	<i>Descending order of responsibilities</i>	Sub-consultants	Total Hours	Cost per Task	Total Cost per Deliverable
1. (Ex. Planning)						
Task Sub-total Hours						
<i>Descending task per proposal</i>						
Total Hours						
Cost per Hour						
Total Cost						
Expenses (Mileage, etc.)						

7. Statement of Compliance: The consultant will need to include a Statement of Compliance to the terms identified for Standard Assurances (Attachment B), and Insurance Terms (Attachment C).
8. Conflict of Interest and Trade Secret Information Forms. The consultant must complete the attached non-collusion and conflict of interest form and identify any potential conflict of interest it may have providing the services contemplated by this RFP. City of Inver Grove Heights also requests completion and submittal of the attached Trade Secret Information Form.
9. Other information you believe may be valuable in reviewing the qualifications of your firm.

Appendix

An appendix may be included and may contain reference items or ancillary information to the proposal content, such as additional information on Project Team members, detailed descriptions of previous projects worked on, or any additional drawings or exhibits. The appendix, if included, shall be placed at the back of the proposal, may include either 8.5x11 or 11x17 sheets, and is not considered part of the proposal text or proposal content.

EVALUATION REQUIREMENTS

A review of each proposal by City of Inver Grove Heights and Dakota County will identify those consultant firms that most closely meet the needs for the project.

Factors to be considered by the selection committee will include, but not be limited to the following:

Selection of the consultant will be based on the Best Overall Value, using the following qualification criteria:

- Understanding of the Scope of Work _____ 20 Points
 - a. Understanding of City's objectives.
 - b. Understanding of project scope.
 - c. Complexity to complete the work.
 - d. Overall quality of the presentation of the proposal.
 - e. Demonstrated grasp of work to be completed under this contract.
 - f. Deliverables due dates, innovativeness, clarity and conciseness of the response.
 - g. Attention to all main issues related to the RFP and identification of other important issues that have not been considered in the RFP
- Project Approach: _____ 25 Points
 - a. Reasonableness of proposed approach and methodology.
 - b. Conceptual and technical approach in conducting the design.
 - c. Constraints / Risk identification
 - d. Team commitment to schedule, schedule accuracy, and timeliness.
- Schedule showing scope of work and when the consultant plans to complete work. 5 Points
 - a. Completeness of detailed work plan.
 - b. Estimate of work effort accuracy and efficiency.
 - c. Quality and clarity
- Project Team and Expertise of Key Personnel _____ 30 Points
 - a. Personnel/project team including suitability for the project, experience of performing the duties which will be assigned to them in the project.
 - b. Previous experience results with Dakota County and other governmental agencies.
 - c. Lead Firm and sub-consultant firms design experience.
 - d. Specialization and competency of members in critical design aspects.
 - e. Project team's most significant qualification(s) for the project.
 - f. Explained efficiency in resource utilization:
 - i. Billable Rates and Estimated Fees

- ii. Reasonableness of firm's hourly staff rates
- iii. Reasonableness of firm's estimated fees

- Quality Control: _____ 5 Points
 - a. Explanation of how the consultant proposes to ensure delivery of a quality product in a timely manner.
 - b. Consultant's ability to provide deliverables in a timely fashion and with high quality.
 - c. Work plan presentation for efficient execution of the proposal.
 - d. The organization chart and staffing schedule is well thought out, complete and detailed, and the technical level and composition of the staffing arrangements are balanced.
 - e. Identify how to satisfy quality standards relevant to the project including reliability of the end product.
 - f. Quality control summary statement.
- Past performance on similar projects; _____ 15 Points
 - a. Previous experiences with three similar projects with identified:
 - b. Project Manager
 - c. original and final total project cost or current status
 - d. original and final design costs including explanation scope changes
 - e. Related experience of firm.
 - f. Understanding of City and stakeholder participation.
 - g. Knowledge of local issues associated with the project.
 - h. Proven innovative design approaches/techniques.
 - i. Results of reference checks and administrative information.

Total: 100 Point

Cost Proposal Best Value "Best Value"

The fee paid to a consultant is a small fraction of the total project life-cycle cost and yet a consultant plays a most important role in the successful implementation and maximized effectiveness of any project. A consultant must provide high quality services in their areas of technical competence and focused attentiveness to the main issues.

The consultant is encouraged to create deliverables, schedule, tasks to be completed, hours and costs within their proposal that reflects their project understanding to ensure delivery of a quality

product in a timely manner. All required cost for execution of consulting services needs to be appropriately estimated based on the proposal.

Attaining the best value scores will involve balancing the quality, timeliness of delivery and the cost of the services. The overall proposed cost of the work and the cost per hour to complete the work will both be considered in evaluating the criteria for each proposal. Ultimately, the consultant that can best meet the needs of the City at a competitive price compared to the other responders will be selected.

The selection team will review the submitted proposals in the areas: Understanding of the Scope of Work, Project Approach, Project Team and Expertise of Key Personnel, Quality Control, Past performance and Best Value Cost Proposal. The selection team will choose a consultant/team that best fits these criteria with a cost that matches the project needs.

Briefly explain how sub-consultant costs reflect in the overall cost, if part of the proposal. Explain why you believe the number of hours and overall cost best reflects the projects needs to complete a successful project.

The City will select a consultant in cooperation with the project partners, based on the selection criteria, and initiate negotiations with the top-ranked firm only. Should satisfactory terms fail to be reached, negotiations with that firm shall be terminated and initiated with the second and third respectively ranked firms until a satisfactory agreement is reached.

Negotiations for contract purposes shall be conducted based on a definitive scope of work and period of performance with attendant manpower, material and service estimates. The City intends to enter into a contract with the engineering consultant selected. The City reserves the right to accept or reject any or all proposals as determined to be in the best interest of the City and cooperating agencies.

Payments for completed work will be based on the items, time, and rates negotiated with the final scope of services.

The consultant selected shall comply with the laws of Minnesota and carry insurance as required by the City. Payments for completed work will be based on the items, time, and rates negotiated with the final scope of services.

SUBMISSION DEADLINE

Four (4) copies of the proposal and one (1) electronic copy (.pdf format) shall be submitted by 2:00 p.m., local time, on Wednesday, February 24, 2021 to the address given below:

Scott Thureen
Public Works Director City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights Minnesota 55077

www.ighmn.gov
Phone: 651-450-2571
Email: sthureen@ighmn.gov

Questions regarding this RFP should be directed Scott Thureen. Late proposals may not be accepted at the City's discretion.

CONTRACT

The term of the contract to be awarded under this RFP will be from the date executed by all parties until services are complete. The City will prepare a contract with the selected consultant. The City will use its standard contract terms and conditions, as amended in its sole discretion. The consultant must be willing to sign a contract that will incorporate the RFP plus attachments, the response to the request for proposal and any other terms negotiated by the parties. General conditions set forth in this section will be incorporated into the professional services agreement. These provisions are considered minimum requirements and may be increased or expanded if it is agreed to be in both parties' interests.

Attachments

- A. Description of Tasks
- B. City of Inver Grove Heights Standard Assurances
- C. Inver Grove Heights Insurance Terms
- D. Non-Collusion and Conflict of Interest
- E. Trade Secret Information Form
- F. Sample Feasibility Study
- G. Sample Contract

ATTACHMENT A - Description of Tasks

The following are project deliverables:

- A. Issues map
- B. Community engagement plan
- C. Existing conditions (tech memo)
- D. Traffic operations (tech memo)
- E. Preferred alternative layout
- F. Access management and relocation plan
- G. Certified existing right-of-way mapping
- H. Coordinate relocation of utilities
- I. Geotechnical Report – Pavement and Drainage
- J. Federal Aid Project Memorandum
- K. Feasibility Study
- L. Sanitary sewer extension
- M. Environmental Site Assessment Phase I – Corridor and Parcel
- N. Water resources report
- O. 30 percent final design plan set

TASK 1 Project Management

- 1.1 The consultant's project manager shall ensure that deliverables are on time throughout the project. The consultant's project manager shall also ensure weekly phone and regular e-mail communication with the City and County project managers. The consultant selected shall provide a schedule with associated tasks and deliverables.
- 1.2 Administration of the project will include agendas, meetings, minutes, progress reports, invoicing, contract amendment requests (if necessary), cost and schedule updates, billing preparation, other non-technical work, communication with the necessary project personnel, and all other work to ensure all the project tasks are completed on time, within budget, and in accordance with state and federal laws, rules, and regulations.

Progress reports and invoices will be submitted monthly. They will show progress of each task for that month and progress to date as well as percent of the project completed that month and to date. Invoices will be based on percent complete contained in progress report and deliverables delivered.

- 1.3 The consultant engineer shall coordinate with any sub-consultants as necessary to complete all the deliverables stated below. The consultant will coordinate activities with the MnDOT Metro District and Federal State Aid. The consultant will also coordinate activities with other governmental agencies, Union Pacific, utility owners, property owners as required, citizens, citizen groups, and businesses, and regulatory agencies.
- 1.4 Provide a schedule of work tasks required/completed with monthly updates. The City shall be billed monthly throughout the duration of the project, no later than ten (10) days after the completion of each the month. All invoices shall clearly define the percentage of project completion and the percentage of project billed to date for each work task and the total project.
- 1.5 The engineering consultant shall develop and host a website for the project. The intent of the project website is to identify the most recent project information (including purpose/need, layouts, updated schedule, etc.), broadcast public involvement opportunities and process, and provide contact information and opportunities for the public to obtain electronic updates on the project.
- 1.6 The consultant shall conduct meetings as necessary with the PMT (Dakota County, City of Inver Grove Heights, and any other stakeholders as needed). The consultant shall prepare the agendas and minutes within one week following the meeting. One meeting per month is anticipated during the project. The consultant should include a cost per meeting in the submitted estimate, which will be used to determine the final compensation for project team meetings.
- 1.7 The consultant will perform QA/QC functions throughout the project duration to ensure delivery of a quality product in a timely manner. Consistency in project management for this project is paramount. No changes in project management personnel will be made without a written notice to the City requesting a change and the reason for the request.

1.8 Deliverables

- Consultant will:

1. Monitor progress and manage consultant staff and sub-consultants
 2. Provide progress and status update reports submitted monthly
 3. Provide look ahead project schedule showing a four (4) week window
 4. Submit Invoices monthly
 5. Schedule and attend PMT meetings; coordinated with the City's and County's project managers
 6. Provide agendas and meeting minutes for every meeting
 7. Provide timely copies of critical correspondences and project issue data
 8. Provide draft newsletters, meeting drawings, and graphics
 9. Provide timely inputs regarding issues that must be resolved regarding the design on an as-needed basis
 10. Coordinate activities with all stakeholders via phone, e-mail, and written correspondence
- Agencies will:
 1. Provide project oversight and direction
 2. Review and approve submittals in a timely manner
 3. Furnish copies of pertinent project correspondence and project data
 4. Attend key project meetings

TASK 2 Public and Agency Involvement

2.1 Public and Agency Involvement Plan

The public involvement process will include having the consultant develop and implement a plan to identify and involve all public interests potentially affected by the project. Public and agency involvement are important factors in the success of this project. While some work has been done to date, additional information will need to be presented and additional agency coordination will be needed to move the project forward.

The consultant shall propose a public and agency involvement strategy to meet the project objective and goals and facilitate acceptance and approval of the project. Consensus of various commercial and industrial facilities in the area. The proposal should provide an overall approach to involvement, as well as specific involvement activities, techniques, strategies and how these specific tasks will integrate into the overall process. As this project moves forward, a strategy is needed to assess stakeholder positions, perform the alternatives development and evaluation process, and facilitate acceptance and approvals for the project. The consultant shall provide updates to the City which will be used to maintain the project website.

2.2 Approach

The consultant shall include an overall approach to public input and involvement in order to facilitate acceptance within the project schedule. The approach should include:

Public involvement kickoff meeting with County and City staff to discuss status of public involvement, stakeholders, public involvement plan document, and other items to facilitate public involvement on the project.

Preparing for and conducting public open houses for both public input and public information. The consultant may assume three (3) open houses for the project and shall be responsible for creating/mailling invitations, developing displays (subject to approval by the City and County), and providing website content for those unable to attend, and other items.

With the COVID-19 restrictions on public gatherings, the consultant shall be prepared to consider alternative solutions if public in-person meetings are not allowed during the desired open house periods. The plan should include meetings for both public input and public information and the preparation of applicable documents and handouts required for public involvement events including a postcard inviting residents. The consultant will package and mail all notices required and should be included in their costs for public involvement. The City will supply the mailing list utilized for the corridor study phase.

Coordinating with, collecting input from, and informing all stakeholders along the corridor potentially affected by the project. For the purposes of the proposal, the consultant may assume a maximum of fifteen (15) meetings with stakeholders. The consultant may propose an alternate plan.

Attending up to two (2) Inver Grove Heights City Council meetings to provide the City Council with project information.

Other opportunities for effective public involvement, identified either in the draft public involvement plan or by the consultant.

2.3 Railroad Coordination

It is anticipated that work will need to be performed on the two-rail crossing along 117th Street. The consultant shall prepare a plan to engage Union Pacific Railroad and/or the MnDOT Office of Freight and Commercial Vehicles to identify railroad requirements, project and scheduling needs, and other coordination items.

2.4 Newsletters and Exhibits

The consultant shall prepare draft newsletters in both hard copy and electronic format (.pdf) for the project that generally coincide with the proposed open houses. The newsletter will present the latest information regarding the project, layout, results of past meetings, and the project schedule. The consultant shall also be responsible for packaging and mailing newsletters, as directed by the City of Inver Grove Heights. City of Inver Grove Heights will provide mailing lists to the consultant. The consultant shall prepare design drawings, exhibits, renderings, and layouts as necessary for use during the public involvement process. The number of newsletters shall, at minimum, equal the number of open houses proposed by the consultant in the proposal.

2.5 Concept Design 3D Visualizations

The consultant will create a 3D flyover visualization of the entire corridor with the final proposed conceptual layout for viewing on the website and for use at public meetings. This shall include a high-resolution video of the entire corridor as flown by a drone, piloted aircraft, etc. The consultant shall identify critical issues such as roadway aesthetics, vertical and horizontal alignment fit, traffic flow, line of sight, bicycle and pedestrian traffic, surface water, retaining wall structures, landscaping, lighting,

signing, fencing, and utilities.

The consultant will create 3D visualizations of typical sections or smaller sections within the corridor (i.e. business, mixed business and residential, residential, key locations, key intersections) with the final proposed conceptual layout for viewing on the website and for use at public and agency meetings. The consultant shall identify critical issues such as roadway aesthetics, vertical and horizontal alignment fit, traffic flow, line of sight, bicycle and pedestrian traffic, surface water, retaining wall structures, landscaping, lighting, etc.

TASK 3 Surveys and Mapping

3.1 Survey Data

The consultant shall develop and implement a plan for surveying the corridor and gathering appropriate data for preliminary and final design engineering. Prior to commencing survey operations, the consultant shall verify, with Dakota County staff, survey datum to be used on the project and ensure that all survey information used is consistent with survey datum used by the project and with quality control checks detailed in the QMP. All surveys will be tied to Dakota County Coordinate System, NAD 83, (1996) adjustment unless directed otherwise. The consultant shall verify survey datum prior to starting work.

Right of Way Surveys includes all surveying duties, both field and office, needed for the development of a final right of way base map. Field work includes field location of alignment, property, railroad and right of way monuments. Office work includes data processing, computations, research of old records, spotting title ownership, railroad, private utility easements, reviewing and interpreting legal documents, and base map preparation. A certified existing right of way base map including the parcel breakdown shall be approved by a Land Surveyor licensed by the State of Minnesota and should be presented in a drawing format.

The consultant shall conduct all work necessary to meet the requirements associated with land surveying, including secondary horizontal and vertical control surveys, mapping and subsequent topographic surveys, utility surveys, soils surveys, and all other design surveying services necessary to complete the project. This shall include, but is not limited to, location surveys as described below. The surveys may include additional cross-sections and profiles, alignments, culverts, drainage, final existing condition model, and utilities:

3.2 Topographic surveys

The topographic survey shall include but not be limited to:

- Centerline location and elevation
- Railroad Crossing and its components
- Edge of bituminous and/or gravel
- Culvert locations, size, and invert elevations
- Cross sections approximately every 100' on roadway tangents, every 25'-50' as needed on curves or as necessary to define ditch sections and profiles. Break lines shall be in Civil 3D CAD format.

- Utilities on or above ground surface
- Utilities located underground (Gopher State One Call required)
- Known well and septic system locations
- Landscape feature (i.e. retaining walls, flower gardens, planters)
- Edge of woods (dripline)
- Edge of water bodies
- Delineated wetlands
- Soil boring locations
- Driveway locations, elevations and material
- All external building and structure corners within the limits of the survey shall be surveyed and included in the base map.
- Roadway and business signs
- Fence lines and gate locations

Provide survey data in excel file format. (File shall not be generated from LIDAR data)

Create an AutoCAD Civil 3D drawing containing a civil 3D surface generated from survey field point data and break lines.

Provide a separate AutoCAD drawing containing location of private utilities.

3.3 Preliminary Hydraulics

The consultant will identify and review in-place drainage patterns and structures. Consultant will identify new drainage patterns, water quality treatment basins and criteria to enough detail that preliminary construction limits, cost estimates and cost splits can be established. The storm water management plan for the project must follow City design standards.

3.4 Hydraulic Surveys

Drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types and size. This data will be used by the consultant to evaluate the existing storm sewer capacity. The storm sewer system needs to be analyzed in the existing condition.

3.5 Preliminary Utility Investigation

The consultant will perform all preliminary utility identification and coordination as outlined in MnDOT Utility Coordination Process. The consultant will also define ownership of each existing utility, develop a list of contact personnel and provide initial correspondence with potentially affected utility companies. All correspondence with potentially affected utilities will be documented.

The preliminary layouts and cross sections prepared by the Contactor will be complete with respect to the showing of in-place utilities. The consultant will furnish the City and County a utility tabulation for each utility. The consultant will also provide this information to the individual utility companies for their use in developing relocation plans.

Deliverables: Updated base map, existing condition drawings, drainage profiles, hydraulic cross-section, culverts, inlet and outlet flow lines, pipe types, size, and existing storm sewer capacity.

TASK 4 Environmental

4.1 Environmental Document

4.1.1 The consultant shall prepare an environmental document for the project. It is assumed that an PM will be required. The consultant shall note if their proposal varies from this. Environmental documentation shall be completed in accordance with:

- MnDOT Highway Project Development Process (HPDP)
- Minnesota EQB, Guide to Minnesota Environmental Rules.
- State Laws, Rules and Regulations (and Local Regulations if applicable).
- At the State of Minnesota level, see Minnesota Rules, Chapter 4410.

The consultant shall prepare and submit required environmental report to meet MnDOT Federal State Aid standards eligibility requirements. This includes all work necessary to prepare and finalize the document, including all coordination with regulatory agencies, the determination of environmental impacts and mitigation, and obtaining any signatures required for approval.

4.2 Air Quality Analysis

It is anticipated that an air quality analysis will be needed for this project. If needed, the analysis shall be conducted in accordance with MnDOT HPDP and all applicable standards. The analysis shall outline impacts and avoidance and mitigation measures and shall meet state and federal requirements.

4.3 Noise Analysis

It is anticipated that a noise analysis will not be needed for this project. The project is not a type one project, the federal procedures for abatement of highway traffic noise do not apply

4.4 Environmental Site Assessment

4.4.1 Borings and Testing

The consultant shall include an appropriate level of environmental testing of soil boring samples near known or suspected contaminated sites as part of the geotechnical evaluation. The intent would be to create a Phase I environmental document enough to allow the City of Inver Grove Heights to seek sources of funding for environmental clean-up if an environmental problem is suspected.

See <http://cf.pca.state.mn.us/wimn/siteInfo.cfm?siteid=172372> for more information regarding known and potential contaminations.

The consultant should be aware that this project is located adjacent to two landfills: Pine Bend and SKB. A Phase I, Phase II, and supplemental responses or action plans will likely be required. The consultant shall conduct an appropriate level Phase I Environmental Site Assessment (ESA) in

accordance with all MPCA requirements and applicable federal requirements, including those pertaining to landfills. The Phase I ESA shall include a full Minnesota Pollution Control Agency (MPCA) file review. The consultant shall prepare a Phase I Report for all parcels within the project area.

The consultant shall plan to incorporate any work resulting from or pertaining to the Phase II, RAP, or other response into the final design.

The level of this Phase I ESA shall be enough to identify any parcels of potential concern or any contamination issues along the corridor for consideration during preliminary design. The consultant shall prepare a memorandum or document that summarizes concerns associated with each parcel. The information from this assessment shall also be included in the Phase I Report as required.

Upon completion of preliminary design, the consultant shall conduct a Phase I ESA for all parcels from which right of way or easements (including temporary easements) are being acquired. The level of this Phase I ESA shall be enough to identify potential issues and provide recommendations on the necessity of a Phase II ESA or additional measures. The Phase I ESA shall include a full Minnesota Pollution Control Agency (MPCA) file review, shall include all available historical data and information from Dakota County, Inver Grove Heights and other partnering agencies, and shall be completed in accordance with MPCA and Dakota County requirements. The consultant shall prepare a Phase I Report summarizing all findings.

4.5 Phase II Environmental Assessment and Response Action Plan

If necessary, the consultant shall prepare a Phase II ESA for all properties found to contain Recognized Environmental Concerns (REC). The Phase II ESA should include the investigation of potential soil impacts, ground water impacts (if encountered) and waste disposals in the corridor area. A Phase II ESA, including work plan and approval from the MPCA, should be completed in accordance with MPCA and Dakota County standards for all areas where REC have been identified or are identified by the Phase I. Prepare Phase II Report, as required by MPCA standards. Prepare applications to the MPCA voluntary programs for letter of assurance, to the extent needed and dependent on the REC.

If necessary, the consultant shall prepare a Response Action Plan (RAP) for soil corrections required for project construction. All work shall comply with MPCA and Dakota County guidelines, standards, ordinances, and rules. The consultant shall coordinate and implement the final design in accordance to the RAP.

The City recognizes that the scope of the Phase II and RAP will be based on the results of each assessment. The scope of work and any additional compensation shall be addressed through amendment(s) to the contract or through a separate RFP to consultants. The consultant can anticipate incorporating any final design work regarding the Phase II and RAP into the final design product regardless of whether the work was created in house.

TASK 5 Traffic Analysis

5.1 Existing Traffic Volumes

Existing Traffic Volumes

The consultant shall determine current traffic volumes (2021). The consultant shall conduct 13-hour counts along 117th Street between TH 52 and CSAH 71. The consultant shall also collect turning movement counts at the intersections of 117th Street and ramp from SB TH 52, 117th St. and Clark Road, and 117th St. and CSAH 71. Dakota County will provide the consultant with the 2040 Transportation Plan, Dakota County 2040 Traffic Model, all data from the Arterial Connector Study, and any available traffic count data.

Projected Traffic Volumes

The consultant shall determine projected volumes (2040) in accordance with Dakota County and MnDOT requirements. Forecasts will be developed to identify transportation impacts on planning-level as well as more-detailed alternatives. The Consultant shall identify level of forecast work required to evaluate alternatives, as well as the level that will be needed to complete the preliminary design work and environmental documentation.

It will be important to review, discuss and document the traffic data assumptions that will be used with the agencies involved for reasonableness, including, but not limited to, projected peak hour volumes and turning movements, percent of heavy trucks, pedestrian/bicycle traffic, and directional distributions. The Consultant shall make recommendations as to appropriate traffic operation software(s) that can be utilized to obtain the desired results as well as a tool for effectively communicating the results to the project stakeholders.

5.2 Evaluate Truck Queueing

The consultant will evaluate alternatives to solve a truck queueing issue at the landfill facility, during a.m. prior to opening or periods of heavy traffic. Truck queues might extend to the railroad crossing.

Trucks are experiencing increased wait times or arriving before the landfill opens. To solve a truck queueing issue at the landfill facility evaluate several alternatives such as separated driveway and providing adequate parking facilities where truck parking can be developed onsite with the overflow queueing areas designed to minimize any traffic impact associated with the landfill so trucks do not park on and refrain from stopping and/or parking along the shoulders of 117th Street. Document an understanding of truck flows and accommodations required (What is Needed and Where) to address the problem of trucks parked on roadway shoulder due to the safety risk to passing motorists. Provide possible outreach to the public, stakeholder groups, and policy makers about truck parking issues and their safety implications.

TASK 6 Geotechnical Information

6.1 Investigations

The consultant will perform all necessary geotechnical investigations for preparation of pavement and infrastructure design. This will include preliminary soils survey, pavement coring, engineering analysis in the form of a materials design recommendation, R-value determination, and laboratory and field testing. For the purposes of the proposal, assume that the geotechnical exploration work will include 25

borings ranging in depth from 5 to 20 feet in the main line. Identify in the proposal if your proposed scope of work includes any variation from this.

The consultant should be aware that a Phase II Environmental Site Assessment will likely be required for this project. As such, investigation in the form of borings may be required for this work as well. As part of the RFP for the Phase II work, the City may request combined borings. However, the consultant shall propose the geotechnical work with the understanding that the entirety of the work shall be included in the proposal documents. This may be included as an optional cost at the consultant's discretion.

6.2 Drainage Design

The consultant will perform all necessary geotechnical investigation needed for the design of all necessary drainage facilities including preliminary soils surveys, engineering analysis, infiltration testing, laboratory and field soils testing.

The required data will include, but not limited to the following:

- Color-coded layout with an index map
- Preliminary soils letter with subcut information included
- General layout identifying project limits
- Dimensions of all proposed stormwater basins and ditches
- Stormwater facility typical section as determined by analysis
- Profiles

After all necessary design information has been collected and computations performed, the drainage design package including proposed design and supporting data will be submitted to the City's project manager for review and comment.

6.3 Access

The consultant will be responsible for identified properties in which access is needed for geotechnical work. Right-of-entries will be arranged by the City.

Any permit fees will be the responsibility of the consultant.

6.4 Permits

The consultant will obtain a R/W / Utility Permit from County two weeks prior to conducting any work on Dakota County R/W.

6.5 Utilities

Utility coordination is necessary. The consultant will be responsible for contacting Gopher State One-Call to locate and avoid existing utilities.

6.6 Traffic Control

The consultant will furnish required traffic control to ensure safety of the traveling public in compliance with the most current Minnesota Manual on Uniform Traffic Control Devices including Temporary Traffic Control Zone Layouts Field Manual

6.7 Typical Section Design

The consultant will prepare and submit a pavement design section and materials design recommendation for the roadway in accordance with requirements set forth by Dakota County, the City of Inver Grove Heights, MnDOT State Aid, and the most recent version of the MnDOT Pavement Design Manual.

The required data will include, but not be limited to, the following:

- Preliminary soils letter with subcut information included
- General layout identifying project limits from the layout
- Lengths, widths, and locations of all side roads which will be worked on and type of work that will be done on each road
- Typical sections
- Traffic data

The consultant will notify the City and County of changes in the design relating to soil mechanics, which, in the consultant's opinion, would result in better project value, result in easier construction, and/or be more economical. Problems of design and construction will be anticipated, and recommendations made for their solution.

TASK 7 Public and Private Utility Identification and Coordination

7.1 Public Utilities

The consultant shall assess the needs of the City's infrastructure including sanitary sewer, sanitary sewer extension, water main, storm sewer, and any other existing or proposed public utilities within the project corridor. The City of Inver Grove Heights will provide the consultant with any information regarding the age and condition of existing sanitary sewer, water main and storm sewer infrastructure. The consultant shall coordinate and make recommendations to the City of Inver Grove Heights Public Works Director (currently Scott Thureen, PE) as part of the Final Design, and prepare preliminary detailed engineer's estimates, as necessary to evaluate the utility infrastructure and proposed improvements.

7.2 Private Utilities

The consultant shall be required to identify all private/public utility locations, and any necessary relocations or adjustments for the project. The consultant shall follow the MnDOT Utility Coordination Process as detailed in the current version of the MnDOT Utilities Manual, Utility Coordination Best Practices, and Consultant Project Manager Checklist (<https://www.dot.state.mn.us/utility/consultants.html>).

7.3 Subsurface Utility Engineering

Subsurface utility engineering (SUE) shall be provided throughout this project for the purposes of determining location/depth of up to 2 miles of underground chemical pipelines through the project area and up to four (4) critical utility lines crossings under 117th Street. Many of the underground chemical pipelines are potentially located in private easements in the project area. The SUE shall also be used to determine measures to avoid impacts to these utilities or for the purposes of informing potential relocation agreements for utilities. The SUE shall be utility Quality Level B, in accordance with the guidelines of CI/ASCE 38.-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." The consultant should budget for Level A use of nondestructive digging equipment at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material, and other characteristics of the existing utilities. Information collected by the SUE is not intended to be used in the construction plans, unless requested/verified in writing by the respective private utility owner(s).

TASK 8 Right of Way

8.1 Preparation of a highway right-of-way plat

Road Right-of-Way maps are prepared by licensed land surveyors in accordance with Minnesota Statutes 160.085, 160.14, 505.1792, and 505.1793. Maps filed for record under this section do not transfer title to the property described. Actual easements for road right-of-way require that a separate legal document be filed.

8.2 Public Land Survey and Existing Property Lines

8.2.1 The consultant will locate all public land survey corners and boundary corners necessary to complete a detailed parcel breakdown of the project area. The parcel breakdown map shall be approved by a Land Surveyor licensed by the State of Minnesota and should be presented in a drawing format, as specified in Section 2 of this document. Drawing items should include, but not be limited to the following features:

8.2.2 Clearly defined linework of all parcels and right of way lines affected by the project.

8.2.3 Public land survey corners and boundary corners should be identified using standard symbols to differentiate points. All found monuments shall be identified as to the type and size of monument and identified as such in the ACAD drawing.

8.2.3.1 The base map should include labels for owner name, parcel identification, section-township-range-quarter-quarter-gov't lots, subdivision plat names with block and lot identification.

8.2.4 This work must be performed by or under the direct supervision of a Land Surveyor licensed by the State of Minnesota. If conflicts with parcel boundaries are present, the consultant should contact the Dakota County Survey Planning Coordinator, to determine an appropriate solution.

8.3 Preliminary Right-of-Way Determination

- 8.3.1 Based on the parcel breakdown, the consultant shall determine the existing right-of-way. This determination will require research to define areas of public easement, utility easement, and/or prescriptive easement. The Owner and Encumbrance will be provided to the consultant.
- 8.3.2 All determinations shall be documented and approved by a licensed Land Surveyor. If right-of-way conflicts cannot be resolved, the consultant should contact the Dakota County Survey Planning Coordinator, to determine an appropriate solution. Using the preliminary geometric designs, the consultant shall develop the anticipated proposed right-of way and construction limits for each layout. An impact analysis shall be performed to clearly identify acreage takings, damages to property, and utilities impacts. This analysis will provide the City of Inver Grove Heights and Dakota County with information related to right of way costs and aid in determining the preferred layout. The proposed right-of-way limits along with anticipated construction limits shall be used as a public visual in the preferred and alternative geometric layouts.

8.4 Parcel Research

- 8.4.1 The consultant shall perform detailed ownership research on all parcels that are identified as impacted or have the potential to be impacted by the construction of this project. In addition to this research, the consultant shall define the existing right-of-way and gather all supporting documentation. Final records shall include all necessary parcel documents for future right-of-way purchase. It is the County's preference, to acquire right-of-way in the form of "easement of record" rather than "fee title" purchase.

8.4.2 Title Research Utilize County acquired Owner and Encumbrances.

- 8.4.2.1 Establish the boundary of the property based on the Owner and Encumbrances provided by Dakota County.
- 8.4.2.1 Establish all easements and right-of-way on record provided in Owner and Encumbrances.
- 8.4.2.1 Survey markers will be found and verified on the exterior boundary of the Project Corridor.
- 8.4.2.1 Survey map will detail the evaluated evidence and results of the survey. The Survey map will also display any other potential encroachments to/from the property that were physically observed, current ownership of each parcel, deed references and adjoining property information.

8.4.3 PARCEL OWNERSHIP BLOCK A.

The parcel ownership block shall contain the following minimum information:

- a. Parcel identification number.
- b. Owner's name.

- c. General description of the total parcel.
- d. Amount of new right-of-way being acquired.
- e. Type of interest acquired in the property.
- f. Abstract or Torrens property identification.
- g. Permanent easement area
- h. Temporary easement
- i. Recorded document number
- j. Tax Parcel ID number

See Example County Plat Exhibits Links below

[County Right of Way Map No. 489](#)

[County Right of Way Map No. 469](#)

The consultant will provide a highway right-of-way plat and all legal descriptions as appropriate for the project. The final highway plat shall be approved by the Dakota County Survey Planning Coordinator and recorded at the County Recorders.

ACQUISITION PLATS: The acquisition of right of way for highways, both State and County, by reference to a plat of the proposed right of way is authorized by Minnesota Statutes 160.085 (See 505.1793 for local road authorities). This law authorizes the road authority to use the plat as the commissioner's order or county resolution as required by law.

The plats themselves do not operate to transfer title of the property described and designated by parcel number. Such maps or plats are for delineation purposes only. Land acquired by the road authorities may be by an instrument of conveyance, or by eminent domain proceedings, and may refer to these plats as the only description necessary for such acquisition.

These plats need not conform to the provisions of Minnesota Statutes Chapter 505.

8.5 Right-of-way Identification

The consultant shall conduct land surveys for the project and create a CADD file that depicts all existing property lines and easements. The consultant shall identify right-of-way required for each alternative developed in Task 9, including one set of permanent and temporary easements and drainage and utility easements based on the Dakota County Plat Needs Map and a second set of permanent and temporary easements and drainage and utility easements based on the geometrics, construction limits, and other needs of the design.

Right-of-way Identification, to include permanent, temporary, and drainage and utility easements. The consultant will develop legal descriptions and plats as appropriate. Additionally, the consultant will conduct all necessary property record research. The consultant will incorporate right-of-way into the construction plans. This includes providing a highlighted strip map of the project area with the proposed horizontal alignment overlaying the existing ground line, showing abutting parcels with boundaries and

significant improvements, existing right-of-way, and new right-of-way. The consultant will also provide individual color-coded parcel maps for each affected parcel within the project area, depicting the subject parcels, their boundaries and significant improvements, existing right-of-way, and new right-of-way by easement type. The consultant will provide other maps and drawings, as the county requires, supporting right-of-way acquisition. The City intends to contract with a right-of-way services professional during the design process to facilitate right-of-way negotiations/acquisition. The consultant will be responsible for coordinating with, and providing support for, said right-of-way services agency.

TASK 9 Preliminary Engineering

At the direction of City of Inver Grove Heights, the consultant shall create at least three layouts for an alternate design that provides for a 4-lane divided section along 117th St, 2-lane divided, and a compilation of 2 and 4 lane divided sections. The consultant may assume for 30 percent design a transition from a 4-lane divided section to a 2-lane divided section west of Clark Road. The layout shall provide the proposed horizontal and vertical alignment for 117th St., the traffic data and design vehicle, access management alternatives, a trail/greenway, and preliminary construction cost estimate. While the consultant should plan to develop these layouts, they should also recognize that this alternative will require authorization from City of Inver Grove Heights and Dakota County prior to commencing design.

9.1 Future Roadway Needs

9.1.1 The consultant shall develop alternatives for the reconstruction of 117th Street from CSAH 71 (Rich Valley Boulevard) to TH 52 (Court House Boulevard) in Inver Grove Heights. Alternatives may include one or more of the following:

1. Expansion of 2-lane rural highway to 4-lane divided highway with trails along both sides of 117th Street
2. Reconstruction of 117th Street as a 2-lane divided highway with trails along both sides and expandable to a 4-lane divided highway
3. Reconstruction of 117th Street as a 2-lane divided highway or as a 3-lane highway with trails along one or both sides
4. Consultant proposed alternative

The consultant will identify the impacts associated with each concept developed for the purposes of performing impact analysis. These impacts will include but are not limited to:

- Minimizing near term & long-term costs
- Right-of-Way acquisition
- Retaining Wall Costs
- Utility Impacts
- Required ponding and infiltration
- Extension of sanitary sewer to serve all parcels abutting 117th Street

- Construction project cost.

The consultant shall prepare a final layout of the preferred alternative, which will be selected by City of Inver Grove Heights. The design shall meet or exceed all requirements, as set forth by Dakota County, the City of Inver Grove Heights, MnDOT, AASHTO, ADA, and any other applicable standards, and will be subject to review and approval by Dakota County and the City of Inver Grove Heights.

TASK 10 Drainage Design

10.1 Hydraulic Analysis

The consultant will perform a detailed hydraulic analysis along the proposed roadway corridor for the preferred alternative. The findings of the analysis will be summarized in a report and incorporated into the design to determine pipe and structure needs (size, quantity, etc.) and identify any additional right of way required. The hydraulic analysis shall be in accordance with standards set forth by Dakota County, the City of Inver Grove Heights, and MnDOT, including the use of Atlas 14.

10.2 Storm Water Treatment

This project will result in an increase in impervious area that exceeds 1 acre. The consultant shall design a storm water treatment facility in accordance with MPCA and NPDES standards for incorporation into the overall project design.

Develop a drainage system design that meets state, County, watershed, and City design standards, recognizing that the measured infiltration rates will impact the size and function of the planned water quality treatment basins and regional basins.

30 Percent Plan Drainage report will include project standards and quantify volume control requirements and mitigation provided, rate control and high-water level summaries.

Treatment Infiltration rates for volume control/ treatment systems and regional detention areas will be identified in the preliminary design stage and will be updated based on site specific soils data to confirm infiltration rates and adjust basin designs.

TASK 11 Traffic Control/Staging

11.1 Draft Transportation Management Plan (TMP)

The consultant shall prepare a Draft TMP in accordance with guidelines and standards set forth by City of Inver Grove Heights, Dakota County and MnDOT.

11.2 Traffic Control/Staging Plan

The consultant will develop a concept traffic control and staging plan layout along 117th Street for the preferred alternative. The traffic control/staging layout shall provide for, at a minimum, the maintenance of traffic along 117th Street and enough access to all businesses.

11.3 Railroad Design

At-Grade Crossings

This project includes at-grade crossings of two (2) railroad tracks (both owned by Union Pacific). The consultant shall provide designs for the new at-grade crossings based on the preferred alternative. The crossing shall meet all applicable Minnesota State Statutes, as well as all requirements set forth by MnDOT, FHWA, and Union Pacific Railroad.

Public authorities are required to execute a preliminary engineering agreement with Union Pacific to reimburse the railroad for all costs related to crossings meetings, diagnostics and notice reviews. If it is determined that railroad work is required, public authorities are required to enter into a separate construction and maintenance agreement to guarantee reimbursement to the railroad for all actual costs associated with the installation and maintenance of the railroad improvements. The consultant will need to complete at least one on-site diagnostics meeting with stakeholders.

TASK 12 Roadway Plans

All work shall comply with the applicable Minnesota Department of Transportation (MnDOT) State Aid requirements, MnDOT Computer Aided Drafting and Design (CADD) standards, Technical Memoranda, and any other applicable design standards. Electronic file sharing is required.

12.1 30 Percent Plan

The consultant shall prepare and submit the 30 percent, plan for the preferred alternative in accordance with MnDOT State Aid guidelines. The design shall meet all requirements set forth by MnDOT, AASHTO, ADA, and other applicable standards, unless otherwise approved by Dakota County and the City of Inver Grove Heights.

The consultant will provide construction limits for use in right of way acquisition. The construction limits will be used to define both permanent and temporary right of way and easement needs. The consultant will submit five (4) sets of the Preliminary Plans Those plans will be the 30 percent plan submittal and will include the following layouts and plan sheets:

Preliminary typical sections, preliminary super elevation transitions, horizontal and vertical alignments, preliminary retaining wall, preliminary utility tabulations, cross sections (with in-place right of way shown) based on all temporary and permanent construction, preliminary construction limits (shown on both the in-place topography and construction layouts), preliminary removal layouts, preliminary utility relocation layouts, and preliminary major drainage features, contour plans, title sheet and general layout, and estimated earthwork calculations.

A construction Cost Estimate will be required at this deliverable and will be used in the City and County CIP budgets.

12.2 Alignment Plan Layout and Tabulations

The consultant will prepare an alignment layout showing all proposed roadway centerlines, stationing, and identifying all alignment points with point numbers, curves with curve numbers, and all permanent horizontal control points. In addition, the consultant will prepare tabulation

sheets showing all alignment and curve data (PC, PT, PI, POT, POC, PCC) for the alignment points shown on the alignment plan layout. Tabulated data will include station, delta, degree of curve, radius, tangent, curve length, super elevation rate, and X-Y-Z coordinates.

12.3 In-place Topography, Utility, and Right of Way

The consultant will prepare plan layout showing all the in-place topographic features, and private and public utilities within the project limits. Show all existing centerlines, existing right of way lines, and preliminary proposed right of way lines.

12.4 Construction Plan Layout

The consultant will prepare 30 percent detailed plan layout of the project providing information on the location of items such as roadways, shoulders, radii, turn lanes, acceleration lanes, driveways, curb and gutter, tapers, right of way, easements, obliterations, station equations, fencing, etc.

The consultant will prepare 30 percent Construction Plan Layout using current MnDOT standards for layout development and in accordance with the HPDP handbook. The required format of the staff approved layout is shown on the MnDOT website under <http://www.dot.state.mn.us/tecsup/geometrics>.

12.5 Roadway Profile Layout

Profile layout of the proposed/existing mainline, crossroads, commercial/business entrances and driveways will be prepared. Information shown on the profiles will include items such as vertical control, vertical curve data, top of finished surface, top of special ditch grade, culverts and utilities. Profiles along lane line will also be shown.

12.6 Drainage Plan Layout

The consultant will prepare a detailed super elevation plan that patterns the super elevation transition, showing cross-slopes where super elevation transition begins and ends and where the super elevation is zero.

12.7 Construction Limits Layout

The preliminary construction limits will be based on the final horizontal and vertical alignments. The final horizontal alignments will be shown on the map as close to the center of the map as possible. A separate right of way map will be prepared showing the construction centerline and both permanent right of way takings and temporary easements.

When the consultant furnishes the construction limits map, the consultant will also submit preliminary cross-sections showing the natural ground line and top surface sections for the highway and all intersecting roads. The preliminary cross-sections will also show the grades for all entrances and road approaches.

12.8 Cross-Section Sheets

The consultant will prepare cross-sections at 50-foot intervals with intermediate sections in critical areas with unique physical features (e.g., culverts, intersections, and entrances). The plan sheets will show existing ground line, proposed roadway template, existing and proposed utilities, existing and proposed culverts, existing right of way, tentative temporary and permanent easements, drainage easements, entrance slopes, and topsoil placement. Earthwork volumes between stations will also be shown.

TASK 13 Prepare Feasibility Study

The consultant shall prepare a feasibility study meeting the requirements of Minnesota Statutes Chapter 429 for the City public improvement process. A sample outline is provided in Attachment G.

TASK 14 Project Submittal & Additional Tasks

14.1 Submittal of the Work

The consultant shall identify any other required processes to complete final design, permitting, and bidding in their proposal. The consultant shall provide the PMT with all work in its original format on a flash drive as part of the final engineering product.

14.2 Additional Tasks

The consultant shall assist the City on any addenda required or clarifications of issues on the construction documents during the bidding process.

TASK 15 Permits and Approvals

15.1 Permitting

The consultant shall identify and obtain all required approvals and permits, including those required by the Army Corps of Engineers, Minnesota Pollution Control Agency, National Pollutant Discharge Elimination System (NPDES), Minnesota Department of Natural Resources, Local Government Units (LGUs), Minnesota Department of Transportation, Union Pacific Railroad, and Wetland Conservation Act, on behalf of the City.

15.2 Wetland Delineation

- The consultant shall identify, delineate, and classify any existing wetland areas to the extent possible based on guidance from the 1987 Corps of Engineers Wetland Delineation Manual, applicable regional supplements and Minnesota Board of Water & Soil Resource guidance documents for more specific information. The consultant shall have certified wetland delineator complete the wetland delineation.
- The consultant shall prepare the "Joint Application Form for Activities Affecting Water Resources in Minnesota". After review and signature by the City, the consultant shall submit the completed application to the DNR MPARS system, to the Army Corps of Engineers if necessary, and the LGU.

- The consultant shall prepare documentation for and attend Technical Evaluation Panel (TEP) meetings as necessary for approval of all wetland related permitting.

TASK 16 Optional Tasks – Identified by Consultant



117TH STREET

From CSAH 71 to TH 52

CITY OF INVER GROVE HEIGHTS AND
DAKOTA COUNTY



In Partnership With
American Engineering Testing, Inc. and T2 Utility Engineers



February 24, 2021

Scott Thureen
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue Inver Grove Heights, MN 55077

SUBJECT: PROPOSAL FOR THE 117TH STREET RECONSTRUCTION

Dear Scott Thureen and Members of the Selection Committee:

SRF is pleased to present our proposal for the preliminary design and environmental documentation of 117th Street to the City of Inver Grove Heights and Dakota County. We have worked with the City and County on many projects and are proud of the various opportunities we have teamed on together.

Our team is eager to continue building on our previous work in this corridor to assist the City and Dakota County prepare the 117th Street corridor for successful project delivery. The SRF team brings several beneficial elements to ensure project success on this project:

STRONG PROJECT MANAGEMENT & STATE / FEDERAL AID EXPERTISE. Our team will be led by Steven J. Miller, PE, who has 25 years of experience designing and managing complex, multi-jurisdictional transportation projects. Steve has successfully managed and delivered over 34 miles of City-led Road projects with Federal Funding including many project stakeholders. Approximately 10 miles of these were City-led County Road Projects. His expertise includes dozens of Federal Aid / State Aid roadway projects, will allow him to guide the team on the Federal-Aid processes, and will help to clarify issues early in the project. Steve is dedicated to active participation in project development and delivery. Having a Project Manager be active in delivery and project development is important for success and we are committing him to that effort for this project. He will be assisted by Mike Turner, who has successfully delivered over 30 State and Federal Aid locally-led projects, and Mitch Rasmussen (former MnDOT State Aid Engineer) to leverage institutional knowledge and aide the team with navigating the Federal Aid process.

PROJECT BACKGROUND. Having worked on previous improvements for the 117th Street interchange with TH 52, the previous corridor layout, the Arterial Connector Study for the Pine Bend Area, and the CSAH 32 Extension Study, SRF holds substantial knowledge that we will apply to this project. Through this work, SRF developed a thorough understanding of the challenges and issues of the area and talked with property owners, business owners, and landowners. These previous contacts with stakeholders will jump-start our ability to communicate and streamline the important public engagement effort for this project. Our project understanding goes well beyond the context of the Arterial Connector Study.

As part of our research for this RFP, we have completed the following tasks: pre-design drone flights; GSOC to inform the utility identification process; acquired Railroad crossing inventories and crash information; and on site field observations to identify the current vehicle and business operation. We are ready to pick up where we left off. Our previous experience and preparation will allow for an efficient project start which will facilitate timely coordination with stakeholders to advance the preliminary design.

COLLABORATIVE DESIGN AND PUBLIC ENGAGEMENT. To develop layout concept layouts, identify impacts, and minimize effects to adjacent properties, potentially contaminated areas, and natural resources, SRF will utilize innovative design tools including Infraworks. The Infraworks tool accelerates revisions to concepts, providing flexibility in the design process to reduce costs, minimize right-of-way needs, and limit impacts to utilities. Additionally, the tool can provide both static and virtual "fly-through" video animations to demonstrate different project elements to policymakers and stakeholders. Infraworks, combined with traditional methods to generate landscape graphical representations of the proposed project elements, will be used as part of the Public Engagement process to garner project support.

A COMPREHENSIVE APPROACH TO UNIQUE PROJECT CONSTRAINTS. The SRF team recognizes the unique challenges of this project. We will identify, avoid, and minimize impacts to important utilities; identify and document the impacts of the project on potentially contaminated properties; and develop a plan that addresses those elements while balancing those impacts with the desires

to improve safety, capacity, connectivity, and efficiency for the corridor. We have supplemented our local team with experts in each realm of the study and design to ensure the City and County have the proper resources to address each unique constraint.

Key additions to our team include:

- American Engineering Testing – Geotechnical Investigations
- American Engineering Testing – Environmental Phase I and Air Quality Analysis
- T2 Utility Engineers – Subsurface Utility Engineering
- Andy Mielke – SRF Railroad and FRA Coordination Expert

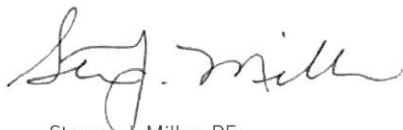
These team members along with SRF's comprehensive team of engineers, environmental documentation experts, public engagement staff, and landscape designers provide a comprehensive team to deliver project success.

QUALITY. Quality is the cornerstone of all SRF services and deliverables. The quality of work delivered, attention to project schedule and budget are the foundation of SRF's core values and instrumental to delivering a successful project. As Quality Manager, Mike Turner will implement a comprehensive and project-specific Quality Assurance and Quality Control Plan that identifies the level of checking, documentation, and certifications for each project deliverable and will ensure that the quality process is followed through the project life cycle. All team members recognize that higher quality translates into lower overall project costs through the management of risk associated with the quality of the design. Our team is committed to delivering a high-quality project.

The SRF Team's corridor experience, quality-driven approach, and commitment will provide the City and your stakeholders with a project the entire community can be proud of. This proposal will remain valid for a period not less than 120 days following submittal. We have received and acknowledge Clarification 1, dated 02/17/2021. Thank you for your consideration. If you have questions regarding our submission, please contact Steve Miller at 651-333-4155 or smiller@srfconsulting.com.

Sincerely,

Sincerely,



Steven J. Miller, PE
Project Manager



Kenneth Holte, PE
Division Lead - Civil Engineering

PROJECT UNDERSTANDING

The City of Inver Grove Heights, in cooperation with Dakota County, plans to develop the concept design, preliminary design, and environmental documentation for the reconstruction of just over one mile of 117th Street between Rich Valley Boulevard (CSAH 71) and Courthouse Boulevard (TH 52). The project builds on previous improvements made to the interchange with TH 52 in 2004, supports the future connection of Cliff Road (CSAH 32), and would improve the roadway to:

- Improve current capacity, safety, and efficiency
- Consider a two-lane divided roadway with trails on both sides
- Allow flexibility for future widening to add lanes (four) through phased improvements
- Evaluate access modifications/reduction for properties to meet County Guidelines
- Improve heavy vehicle queuing at RR and business accesses
- Address internal site circulation concerns
- Provide a 10-Ton Pavement, 55 mph, State Aid compliant design
- Identify and minimize impacts to existing Utilities
- Improve two UP Railroad Crossings
- Provide sanitary sewer along the roadway.
- Minimize impacts to adjacent properties
- Minimize construction and right of way costs

The two-lane rural roadway is classified as an A-minor expander, a Tier 2 Regional Truck corridor with a current posted speed limit of 45 mph. The pavement condition is considered poor. Growing levels of traffic (7000 AADT current to 10,000 ADT 2040) and up to 33% high levels of Heavy Commercial traffic along with limited turn lanes and truck stacking are driving the need for improvement.



The following text and the Project Challenges and Opportunities Map on page three identify and outline the project issues addressed in our Project Approach, demonstrating methods to achieve project success for these opportunities and methods for providing success out of these opportunities.

ROADWAY CONNECTIVITY AND FUNDING

At some points following completion, the jurisdiction of the roadway will likely transfer to Dakota County. As such, the project is developed and funded by both Inver Grove Heights and Dakota County. As an extremely important commercial truck facility to the region, the project was selected to receive \$8M in the First and Last Mile category of the Minnesota Highway Freight Program (MHFP) grant program for construction year 2024 and may be considered for additional funding through the Local Road Improvement Program as well. The roadway will likely connect to Cliff Road in the future, consistent with the City and County Comprehensive Plans and previous studies prepared by SRF for the corridor. With MHFP funding, this must follow FHWA project requirements administered through Minnesota State Aid for Local Transportation.

ADJACENT LAND USES AND ACCESS

The existing two-lane rural roadway provides access to a range of commercial land uses that generate repetitive heavy commercial vehicle trips, including the Flint Hills Resources, Pine Bend Refinery, landfills and recycling facilities, and a quarry. Bituminous Roadways Aggregate and Paving Enterprise is located on Rich Valley Road near the 117th Street western terminus - paving trucks use the route heavily. The following items require consideration during design:



- Queuing of refuse haulers occurs at the landfill entrance and the RR crossings interfering with normal traffic flow.
- Internal site operations, lack of vehicle circulation and storage is causing queuing on the roadway.
- Many driveway accesses do not meet the County Access Guidelines of $> \frac{1}{4}$ mile for full access and $> \frac{1}{8}$ mile for partial access.

UTILITY IDENTIFICATION AND COORDINATION:

The corridor is heavily congested with a multitude of existing utilities that require identification, mapping, and developing a plan for relocation, minimization, and avoidance. Existing utilities that pose formidable design constraint include:



- Flint Hills, Mid America, and Xcel Energy Petroleum and Chemical pipelines
- Koch Jet Fuel Pipeline
- High voltage overhead transmission and distribution power on wood and steel poles on both sides of the road
- Various Communication lines both underground and overhead, are present throughout the corridor.

The needs and constraints of utility owners along the corridor will be evaluated and understood early in the process. Accurate mapping and understanding of all private and public utilities will be essential to the planning and design of the roadway that avoids or minimizes impacts. Identifying utility constraints and timely notification of necessary relocations will afford utility owners the needed time to accommodate the project.

Provisions for future private and City sewer and water utility needs also need to be accommodated. The City of Inver Grove Heights maintains a 16" DIP water main to approximately 1000' east of CSAH 71 constructed in 1994 and an 8" PVC sanitary sewer built in 2008 that serves Flint Hills Resource properties crosses 117th Street at Clark Road.

RAILROAD COORDINATION:

The Union Pacific Railroad has two separate rail crossings that will control profile and cross-section options during design and require crossing designs. The westerly crossing is a 40 mph main-line; the easterly is a Roseport Industries 10 mph Spur. Five train/vehicles collision have been recorded at these crossings since 1978 including a fatality in 1984.



Engaging Union Pacific Railroad early is critical to the overall schedule. Additional easements of railroad property and expanded crossing infrastructure to accommodate the wider roadway and trails require commitment from the RR and continued coordination to maintain the schedule.

RIGHT OF WAY IDENTIFICATION AND NEEDS:

Proposed improvements will require the acquisition of additional right-of-way for up to 150' total according to Dakota County and Inver Grove Heights Transportation Plans. Due to the power poles and business frontage along the north side of the roadway, widening is expected to be located to the south to minimize impacts. **Several utilities, including pipelines, are assumed to be located within dedicated easements.** These need to be identified and mapped in the right-of-way work. Additional roadway easements will likely be necessary to cross the two railroad corridors for the roadway widening. Identification of available right-of-way and current encumbrances, for properties

and utilities, in that right-of-way will be critical early in the design process to allow for minimization and avoidance of utilities and to minimize the costs of right-of-way and easement acquisition.



POTENTIAL CONTAMINATION:

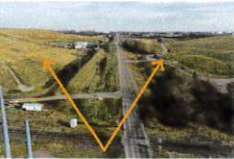
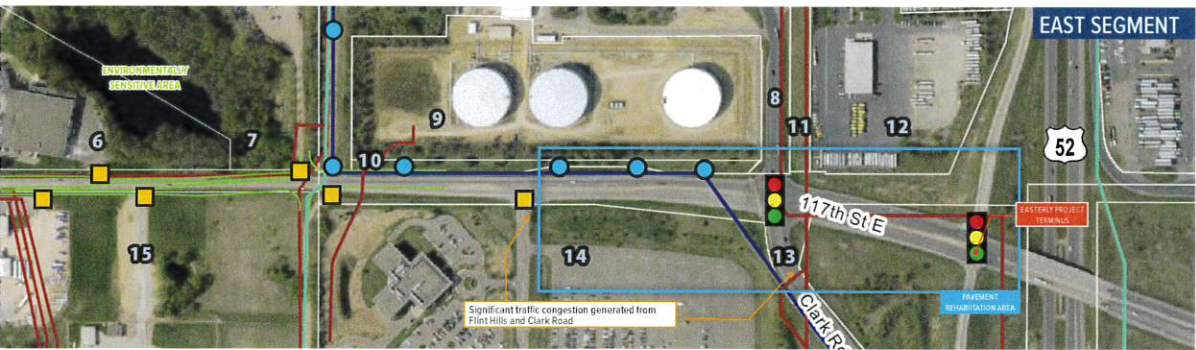
Excavation typical of a roadway project in a landfill environment such as the 117th Street corridor often raises concerns of VOC contamination transmitted through the soils. Environmental research must be conducted in the initial phases of the project with close observation and testing expected throughout the construction phase. Additionally, the proximity of solid waste landfills in the area presents the possibility of other contaminants migrating from the landfills. This is evidenced by the number of active monitoring wells in the area. A Phase I environmental study and borings will be used to identify mitigation for these environmental constraints. Additionally, the team will work with the MnPCA to identify contamination liability as right-of-way acquisition is identified beside the Landfills.



CONSTRUCTION STAGING AND TIMING:

117th Street is the single point of access to most properties along the corridor. Maintaining access during the construction phase will influence the ultimate roadway concept, the right-of-way, and easement requirements for the project. Early consideration of staging will be critical.

Project Challenges and Opportunities Map



a Potential Contamination from adjacent landfills and other land uses will be identified and recommendations made as part of the Phase I ESA and Env. Document Process



b Transmission Power Poles may be impacted by construction. These locations and impacts will be identified and impacts minimized through the Utility Coordination and SUE process



c Roadway and Trail improvements crossing the two railroad crossings will require coordination and design - SRF's RR coordination expert will collaborate to ensure success.



d Addressing concentrated storm flows and identifying proper Storm Water BMPs near contamination will be a collaborative effort with Environmental and Hydraulic design experts.

LEGEND

- Electric Transmission Line
- Crude Oil Pipeline
- Petroleum Product Pipeline
- Rail Lines
- Traffic Signal
- At Grade Crossing
- Large Steel Power Power Poles
- South Side May Require Relocation
- Access/Existing Driveway Spacing Does Not Meet County Access Guidelines

North Arrow

CHALLENGES / CONSTRAINTS	
CHALLENGE	MEETING OPPORTUNITIES
Complex Utility Network - Large OH power on both sides of roadway - Multiple Chemical / Petroleum Pipelines - Many existing and proposed communication, and City Sewer / Water	Perform - Complete Utility Coordination Process - Perform SUE with Level B and A at critical utilities - Minimize Impacts and Communicate Early with Utilities
Property Access and Circulation Deficiencies - Multiple driveways that do not meet County Access Guidelines - Single point accesses to most properties limit proper storage and circulation - Queuing on roadway for property access and railroad crossing	- Evaluate driveway consolidation and elimination - Evaluate additional storage off of roadway (dedicated storage / frontages) - Evaluate internal circulation opportunities to improve access
Growing traffic volumes and high HCADT	Prepare designs that allow for current capacity needs and future expansion and 10 Ton design
Maintenance of traffic to properties is critical during construction	Develop concept designs with ultimate construction staging in mind to allow for efficient construction

Existing Property Information		
1	20-03300-55-012	PINE BEND LANDFILL INC.
2	20-03300-55-011	PINE BEND LANDFILL INC.
3	UNION PACIFIC	
4	20-57575-05-010	PINE BEND LANDFILL INC.
5	UNION PACIFIC	
6	20-57550-05-010	PINE BEND LANDFILL INC. COMMON NAME: BFI RECYCLING
7	20-57575-02-010	PINE BEND LANDFILL INC. COMMON NAME: BFI RECYCLING
8	20-03400-50-012	NORTHERN STATES POWER CO
9	20-38660-05-010	FLINT HILLS RESOURCES PINE BEND LLC
10	PUBLIC ROW	
11	20-58000-05-010	PRAXAIR INC.
12	20-03400-55-020	POWER LEASING INC. COMMON NAME: KANE TRANSPORT
13	PUBLIC ROW	
14	20-03400-52-021	FLINT HILLS RESOURCES PINE BEND LLC
15	20-03300-75-010	MID-AMERICA PIPELINE CO
16	UNION PACIFIC	
17	20-03300-77-012	RICH VALLEY LLC
18	20-03300-77-011	RICH VALLEY LLC
19	20-03300-77-011	RICH VALLEY LLC
20	20-03300-77-011	RICH VALLEY LLC
21	20-03300-54-018	RICH VALLEY LLC SKB LANDFILL
22	UNION PACIFIC	
23	20-03300-54-015	R & M HOLDINGS LLC
24	20-03300-54-012	11500 RICH VALLEY LLC COMMON NAME: HILTON MINI STORAGE
25	20-03300-52-021	ROBERT & MARCILLE H PLAN
26	20-03300-52-022	FLINT HILLS RESOURCES PINE BEND LLC
27	20-03300-52-010	FLINT HILLS RESOURCES PINE BEND LLC
28	20-03300-50-020	BITUMINOUS ROADWAYS INC.

PROJECT APPROACH

The following section outlines our approach to how we intend to manage and deliver this project. Our approach illustrates our understanding of project tasks and responds to the requirements outlined in the Request for Proposal. Our work plan is developed based on our experience with comparable reconstruction projects in similar communities and our knowledge of County and State-Aid and Federal Aid projects. A detailed scope and person hour estimate is found in the Appendix of this proposal to further demonstrate our full approach to project delivery. A detailed Task Level Schedule is also found on Page 10.

PROJECT MANAGEMENT

Successful projects are rooted in strong, proactive project management to deliver a project that meets the City and County's critical milestones and is completed on-time and on-budget. Steve Miller, PE will manage the overall project team and direct all work under this contract. He will lead project coordination, prepare monthly progress reports, and provide sub-consultant oversight. Steve will oversee all tasks and manage the overall process, deliverables, and budget. Steve has worked on almost 30 projects similar to 117th Street that are similar in size and complexity.

Steve will develop a Project Management Plan (PMP) to define the roles and responsibilities of the parties involved. SRF will hold a project kick-off meeting, regular monthly project management team (PMT) meetings through visual collaboration tools like Zoom, prepare, update and execute a detailed project schedule, and provide day-to-day project administration.

Steve and the team will use the PMT meetings and weekly check-ins in conjunction with our concept design tool InfraWorks and final design modeling tools (Civil3D) to quickly visualize project concepts, designs, and impacts to facilitate timely decision making.

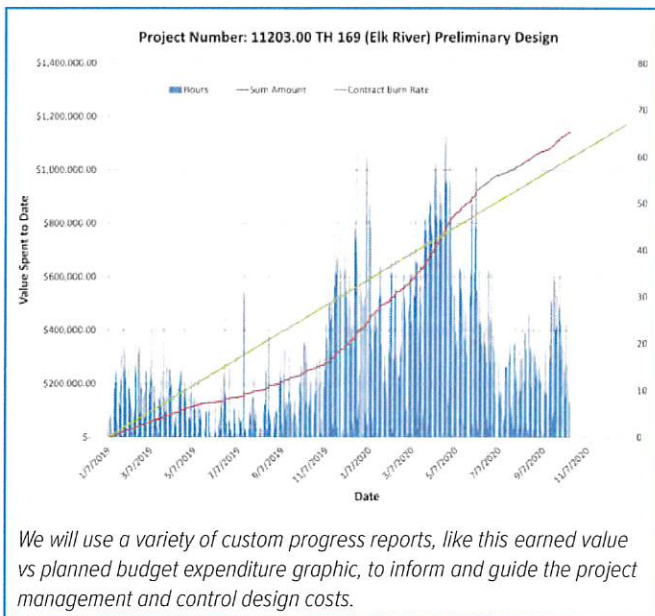
Mike Turner will assist in implementing a project-specific Quality Management Plan (QMP). He will lead the internal QMP implementation, conduct audits at appropriate milestones, and confirm the QMP is adhered to. Craig Vaughn will provide previous corridor study history and perspective to the team. Former State Aid Engineer Mitch Rasmussen will help guide the State Aid process, needs adjustments, and procedures input.

PUBLIC AND AGENCY INVOLVEMENT

SRF's strategy for public and agency involvement is to build on our previous contacts in the area from the Pine Bend Arterial Study in 2016 and to connect early and often with key project stakeholders and to ensure critical project information is shared broadly with the public promptly. This strategic principle will ultimately lead to a more successful project that holds broad business and community consensus. The strategy will begin with the development of a public involvement plan (PIP) and a key stakeholder contact list. The PIP and contact list will lay the groundwork for implementation of involvement methods, including agency/stakeholder coordination meetings, utility coordination meetings, railroad coordination, Inver Grove Heights City Council briefings, and Project Open Houses.

The public and agency involvement strategy for this project includes online and in-person coordination at critical project junctures to ensure timely communication and build project consensus. For the first few months of the project (through at least June 2021), SRF will assume current state COVID guidelines and conduct all meetings and open houses in online virtual environments. The first open house, slated for June, would include virtual project materials and a live presentation/listening session that will allow the public and stakeholder groups to learn about the project, view initial project alternatives, and ask questions.

The second open house will focus on providing details relative to a concept-level alternative. Tentatively scheduled for August 2021, this Open House could potentially be in-person based on anticipated COVID guidelines. The final open house would be held near the end of the project once a 30% layout has been developed. SRF will develop and host a project website to demonstrate project process and gather input.



Data Analytics.

SRF is an industry leader at using data analytics to maximize the value gained from public engagement efforts. Surveys are frequently used to gather input from stakeholders and the public on transportation projects. After carefully crafting survey questions, we analyze and develop visualizations of the responses. We can efficiently classify open-ended survey responses using natural language processing, which provides highly accurate sentiment (tone) and topic analysis. Comments can also be linked with the demographic information of survey participants to help demonstrate equitable outreach. The example below shows an example of how SRF used natural language processing to classify answers to a question about safety on Highway 212 and display results on a dashboard. Using the dashboard, we can also layer or filter information to assess commonalities by different demographics. These tools provide our clients with a clearer understanding of the information collected through public engagement efforts.



It will be critical to reach out to and develop a rapport with stakeholders including the Union Pacific Railroad, businesses like Flint Hills Resources and Enterprise Products and Pine Bend Refinery, City Council elected leaders and the public. We propose to hold 15 stakeholder meetings, starting early in the project, to ensure we are aware of and able to address the concerns and needs of stakeholders while moving through the project towards consensus. With all engagement events, SRF will use some combination of engaging graphics, concept visualizations, newsletters, mailers, and dynamic messaging to communicate project events and updates to these groups.



3D Visualization.
See the Preliminary Design Task for 3D Visualization Information. However, SRF has already performed corridor drone flight imagery in preparation for the final 3D visualization fly through.

Railroad Coordination.

SRF will utilize our Railroad Coordination expert, Andy Mielke, to coordinate efforts with Union Pacific Railroad. He has contributed to efforts on over 1,000 railroad crossings and will use his contacts to coordinate project rail elements with project needs.

SURVEYS AND MAPPING

Survey data collection will be performed by conventional survey methods from the northerly right of way line of 117th Street to a distance of 150 feet south. All surface features will be collected to a minimum as listed in the RFP. All fieldwork will be performed by a Certified Survey Technician-Level 3 under the direction of a Minnesota licensed land surveyor. Topographic surveys will be tied to Dakota County survey control in the Dakota County coordinate system, NAD 83 ('96 Adj.) and NAVD88 unless directed otherwise by Dakota County staff. Any data provided will be verified to comply with the survey datums used for this project. Our partner, T2 Utility Engineers, will collect underground utilities information and locations. This data will be processed into the appropriate AutoCAD drawings.

ENVIRONMENTAL DOCUMENT

Inver Grove Heights has secured Federal-aid funding for the 117th Street Reconstruction and Modernization Project through the 2019 Minnesota Freight Program. Therefore, an environmental review under the National Environmental Policy Act (NEPA) is required. Based on the proposed improvements and anticipated impacts, we expect that the project would be approved as a Class II action (Categorical Exclusion) under NEPA.

The Categorical Exclusion document anticipated for the 117th Street Reconstruction and Modernization Project is the Short Form C-List Categorical Exclusion (CATEX) per 23 CFR 771.117(c)(26). It is anticipated that the project will meet the constraints established in 23 CFR 771.117(e) to be reviewed through the Short Form C-List CATEX process. The CATEX documents that the project would result in non-significant social, economic, and environmental (SEE) impacts, qualifying it as a Categorical Exclusion under 23 CFR 771. It is anticipated that the project would be approved by MnDOT under the May 2020 MnDOT/FHWA Categorical Exclusion Programmatic Agreement (i.e., programmatic Categorical Exclusion). Review and approval by FHWA would not be required.

We will prepare project review requests for the MnDOT Cultural Resources Unit (CRU) and MnDOT Office of Environmental Stewardship (OES). We will coordinate with MnDOT CRU to confirm if an archaeological survey is needed. If MnDOT CRU determines that archaeological investigations are necessary, we will assist the City with determining whether to utilize MnDOT CRU's pre-qualified consultant program or contract with an archaeological consultant independently. Our team has worked closely with several cultural resource consultants and will guide the City with determining the appropriate next steps should archaeological investigations be recommended.

The Section 106, National Historic Preservation Act determination from MnDOT CRU, and Section 7, Endangered Species Act determination from MnDOT OES will be documented in the Short Form CATEX. The draft Short Form CATEX will be prepared concurrent with preliminary design and submitted to MnDOT Metro and MnDOT Central Office for review. Following this initial review, the document will be revised and submitted for final approval.

Environmental Site Assessment Phase I

SRF has extensive experience preparing NEPA documents through the MnDOT Office of State Aid. We have strong working relationships with MnDOT Metro District and MnDOT Central Office staff. Our team understands MnDOT State Aid procedures for environmental reviews. We will apply our knowledge and experience to ensure that the NEPA review and approval process is completed efficiently.

American Engineering Testing (AET) will perform a corridor Phase I ESA following applicable MnDOT and MPCA requirements. In particular, the Phase I ESA will be conducted in accordance with MnDOT Contaminated Materials Management Team (CMMT) guidance to identify properties within the project corridor that may be a source of contamination. The Phase I ESA will incorporate a review of available historical and regulatory documentation, including available MPCA files, a site reconnaissance of the corridor, and interviews with persons with knowledge of the corridor. Based on the available data, AET will rank parcels along the corridor as high, medium or low potential for contamination. AET will also conduct screening and sampling of borings advanced during the geotechnical investigation and incorporate these findings into the Phase I assessment. Based on the findings of the Phase I ESA, soil sampling results, and proposed design considerations or planned property acquisitions, AET will make recommendations for additional Phase II investigation or response action plan development (RAP). The CATEX document will include a summary of the Phase I ESA findings. Since the project includes work within MnDOT TH 52 right of way, our team will coordinate closely with CMMT during the development of the CATEX document.

It is likely that a Phase II and RAP will be necessary, but until the Phase I is complete an accurate scope can not be developed. These are not included in the scope, but will be added if necessary via amendment.

TRAFFIC ANALYSIS

SRF is very familiar with this area and has completed several studies related the future design of 117th street. These include:

- CSAH 32 extension study – 2002
- Final Design of the 117th and TH 52 interchange -2004
- Pine Bend Arterial Collector Study – 2015
- Inver Grove Heights Transportation Plan Update – 2018
- Dakota County Multi-Modal Travel Demand Model Update -2020

We have a working familiarity with these project and outcomes and understand the operational and long range travel implications in the area.

Traffic Volumes

Existing Traffic Volumes

We will begin the study analysis by collecting current traffic volumes and turn movement counts at key intersections and access points (graphic below). This data will be adjusted to pre-COVID conditions using the counted volumes and previous volumes, in conjunction with the city and county staff to develop an existing baseline traffic volume set. Twenty-four-hour counts, by vehicle classification, will be collected to use in determining peak hour(s), directional volumes and overall capacity of the roadway section. Turn movement counts will be used to determine operational requirements for the street section at intersections and access points. This will be particularly helpful in determining the demand for access, the appropriate traffic control needed upon completion as well and in meeting the needs of the project memorandum.

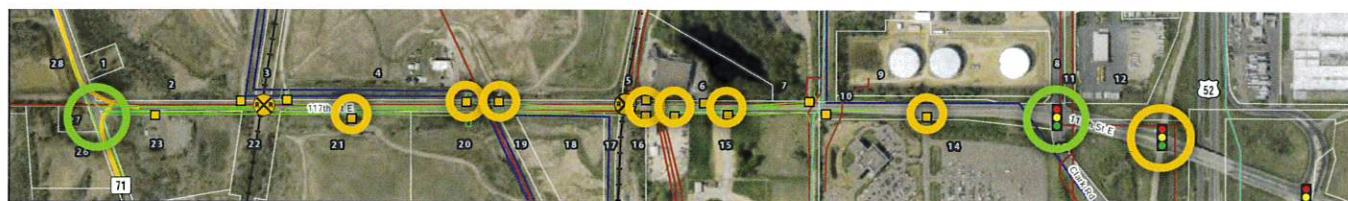
Forecast Traffic Volumes

We propose to create a matrix of existing traffic volumes and projected volumes for the years 2025 and 2040 utilizing the Dakota County 2040 model that SRF developed for the County. This matrix will be used for evaluating existing and the design alternatives. Based on our knowledge of this area and past studies this level of forecasting should be adequate to inform the appropriate design alternatives and environmental documentation

Evaluation of Truck Queuing

Of particular concern for the city and county is the queuing of trucks on 117th at the landfill facility. SRF will collect two days of video data to observe and document the issue. This video, in conjunction with the count information, will allow for the completion of a Traffic Operations Technical Memorandum and analysis of possible solutions to share with stakeholders.

SRF will develop several possible solutions (up to three) for consideration to minimize/eliminate on-street queuing/parking of vehicles. Solutions may include phasing of the implementation to minimize cost impacts while still addressing safety concerns of vehicles



○ Proposed 24 hour turning movement count locations ○ Proposed 13 hour turning movement count locations. Locations to be finalized with City/County staff

Traffic Count Location Identification Map

parked on a 55mph roadway. SRF has experience in addressing these issues having assisted Cargill with several trucking terminals throughout the USA. Additionally, our experience in dealing with a series of phased designs in the City of Maple Grove, where gravel mining needed to be managed to accommodate future roadway expansion, make us uniquely qualified for this project.

Bike and Pedestrian facilities

The RFP states that bike and pedestrian facilities are to be included in the roadway design along the corridor. Since the sidewalk and trails will be designed to city and county standards our experience would indicate that they should be very adequate for the pedestrian and bicycle volumes in this area therefore counting and forecasting of demand is not necessary in this corridor. Particular attention will be paid to the crossing of Railroads and the additional safety measures that may be required there.

Proposed Traffic Model

SRF proposes to use VISSIM as our modeling tool for the traffic analysis of the corridor. VISSIM allows the greatest opportunity for operational detail and modeling the truck queuing concern and the impact of railroad operations on the roadway. VISSIM modeling will also be helpful in the cross-section analysis of alternatives and the simulations produced serve as a very good presentation tool to help stakeholders/agencies see any operational differences in the alternatives and confirm any concerns.

All input data and assumptions used will be reviewed with City and County staff for reasonableness before the models are run to assure outputs are trusted and accepted.

We believe by following the above approach that the transparency provided will lead to stakeholder trust in the county and city that you care about them and respect their needs and addressing their concerns.

GEOTECHNICAL INFORMATION

SRF has teamed with [American Engineering Testing, Inc](#) for geotechnical services. Soil borings will be obtained throughout the corridor and analyzed for reuse or mitigation. A soil report will include the boring logs, location map, and materials design recommendation.

PUBLIC AND PRIVATE UTILITY IDENTIFICATION AND COORDINATION



Large overhead electrical transmission lines and buried petroleum pipelines run through the roadway corridor with other private and public utilities. Significant coordination with the existing utility companies will be necessary

to navigate avoidance and relocations. Our team has extensive

experience implementing MnDOT's 13 step utility coordination process. It will be critical to engage with the existing utility companies early in the design process to understand the impacts of time and costs related to potential relocations associated with the layout options considered.

Our team will hold one initial utility coordination meeting with all utility companies identified within the corridor. Additionally, we will conduct up to six individual coordination meetings with those utility companies that may have lines impacted by the project. These individual coordination meetings will be essential in ensuring that impacts are identified early on so a relocation plan can be developed and implemented in coordination with the project schedule.

T2 Subsurface Utility Engineering Services will provide utility locating and mapping for the project. A Level B Subsurface Utility Engineering for all utilities and a Level A investigation at Critical Points along those lines including up to 2 miles of pipeline and 4 critical crossings will be performed. A reduced effort level B SUE for the corridor could be included as an optional task. See Exceptions and Deviations section of this proposal.

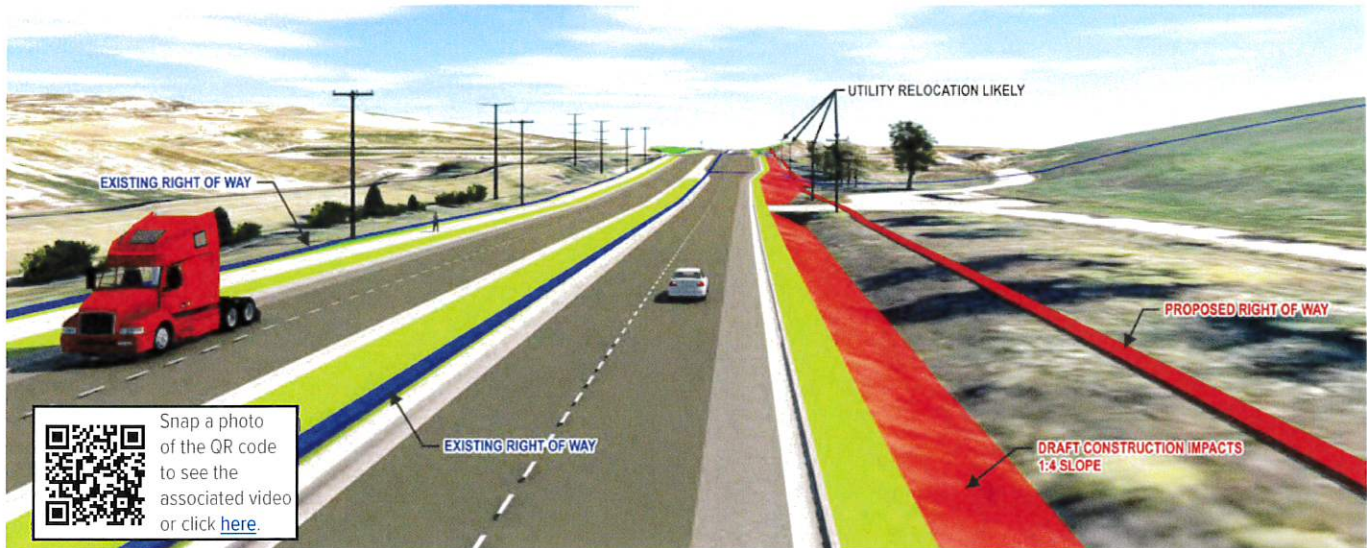
RIGHT OF WAY

A right of way base map will be prepared by a Minnesota licensed surveyor under his direct supervision. This base map will be created by using available Dakota County public land survey information, found property monumentation, existing subdivision plats, and County provided owner and encumbrance reports. The proposed right of way will be determined from the preliminary design geometrics and shown on project plan sheets. A Dakota County right of way plat will be prepared in compliance with Minnesota Statue 160.085. Individual parcel sketches will be prepared based on the plat and acquisition descriptions prepared to reference the plat.

PRELIMINARY ENGINEERING

Led by Steve Miller, the design team will develop and evaluate up to three concept alternatives for compliance with State Aid standards and use strategies to minimize impacts to resources and ROW. We will use a context-sensitive design approach and work closely with the City and County to identify safe and connected pedestrian and bicycle facilities along and across 117th Street. The concepts will address safety, capacity, access management, truck queueing, and cost along with other critical elements that balance with potential future improvements and impacts to lands and existing infrastructure.

117TH STREET 4-LANE LOOKING EAST



3D Visualization. SRF will utilize Infracore to develop conceptual 3D visualization of the concepts to identify and minimize impacts for the project. Ultimately a comprehensive 3D fly-through will be prepared to present the project concept to the public and stakeholders. Above is an example from a model that we have already prepared for the project and a link to the associated video.

The first step to developing concept alternatives will be to build typical sections and identify widths of the lanes, boulevards, and walks/trails. Concepts will be developed to provide for flexibility for future widening, and with constructability and impact minimization in mind.

Using the typical sections, we will apply Infracore to quickly visualize designs in 3D. Infracore allows the team to shift profiles, move the typical section within the corridor ROW, and adjust widths and locations of trails and sidewalks. Often, edits to the concepts can be made and visualized “on the fly” so quick decision-making and efficient communication can occur with stakeholders.

The concept layouts and visualizations will be used at PMT, agency coordination, and open house/neighborhood meetings to select an alternative by September 2021. Once an alternative is selected, the model will be promptly advanced to finalize construction limits for right-of-way acquisition. Steve will oversee the geometric design and layout development.

Minh Huynh will lead the Civil 3D design aspects assisted by Rachel Burnham for modeling.

One page estimates will be developed for each alternative to help reach a consensus on a preferred alternative.

DRAINAGE DESIGN

SRF will plan an efficient drainage system that will provide safe travel on the roadways, protect adjacent properties during extreme weather events and safeguard water quality. We will begin by collecting existing hydraulic data to develop a complete understanding of the drainage patterns and features in the project area. The existing 117th Street corridor is rural, with runoff conveyed in roadway ditches and culverts to multiple low, landlocked basins adjacent to the corridor, including one Public Water wetland. There are no impaired waters within 1 mile of the project corridor.

We are familiar with the local regulatory framework surrounding stormwater, including the NPDES General Stormwater Permit, requirements of the Lower Mississippi River Watershed Management Organization, and the stormwater management ordinances of the City of Inver Grove Heights. City ordinances will be revised in the near future to account for updated MS4 requirements from the MPCA, which may affect the project treatment requirements. We will work closely with Dakota County and these agencies to ensure the project follows all requirements, including water quality, volume, and discharge rate. Impacts on the Public Water Wetland are not anticipated.

While multiple roadway design alternatives will be considered, all of the anticipated concepts are anticipated to convert the roadway in whole or in part to an urban section and will add roadway width and trails, resulting in significant added impervious area. The 117th Street corridor will require a storm sewer system and stormwater BMPs to satisfy the stormwater regulations described above. The corridor is surrounded by industrial land uses including two railroad crossings, active and dormant landfills, petroleum storage, and gas utilities. Locating space for stormwater BMPs will be a significant challenge and will require close coordination with the adjacent industrial landowners. Cooperative stormwater

treatment may be considered to take advantage of existing low, landlocked areas that receive existing runoff, by expanding, modifying, or enhancing these areas. Potential contamination will be carefully considered for BMP placement and all contributing drainage areas to landlocked basins will be analyzed to determine resulting high-water elevations. Stormwater BMP design will incorporate the results of geotechnical explorations including soil type and groundwater elevation to ensure BMPs will function as designed for the life of the project.

TRAFFIC CONTROL/STAGING

SRF will develop a draft Transportation Management Plan (TMP) to meet the provisions of the Minnesota Work Zone Safety and Mobility Policy (Technical Memorandum No. 17-10-T-03), including the TMP Worksheet. We assume a Basic TMP with no traffic analysis will meet the project requirements. SRF will coordinate with the City, County, and MnDOT to develop the TMP, considering the needs of local businesses and residents, as well as the need to maintain access to TH 52. By starting early and understanding the impacts to the varied project stakeholders, the TMP will effectively guide the development of a concept work zone traffic control design for the project. SRF will coordinate with stakeholders on the proposed staging and sequencing of the project so the traffic control design matches the needs of the project. Figures depicting this staging concept will be included in the TMP.

ROADWAY PLANS

A Staff Approved Layout will be prepared based on the selected alternative and the results from the Preliminary Design consistent with the MnDOT Layout Content Review Form. Construction limits will be finalized based on cross-sections, drainage/ponding, and staging. Plan sheets for a tabular alignment, earthwork calculations, and cross-sections will be provided on 11x17 plan sheets.

PREPARE FEASIBILITY STUDY

A feasibility report will be prepared for the project consistent with Minnesota Chapter 429 and City of Inver Grove Heights standards.

PROJECT SUBMITTAL & ADDITIONAL TASKS

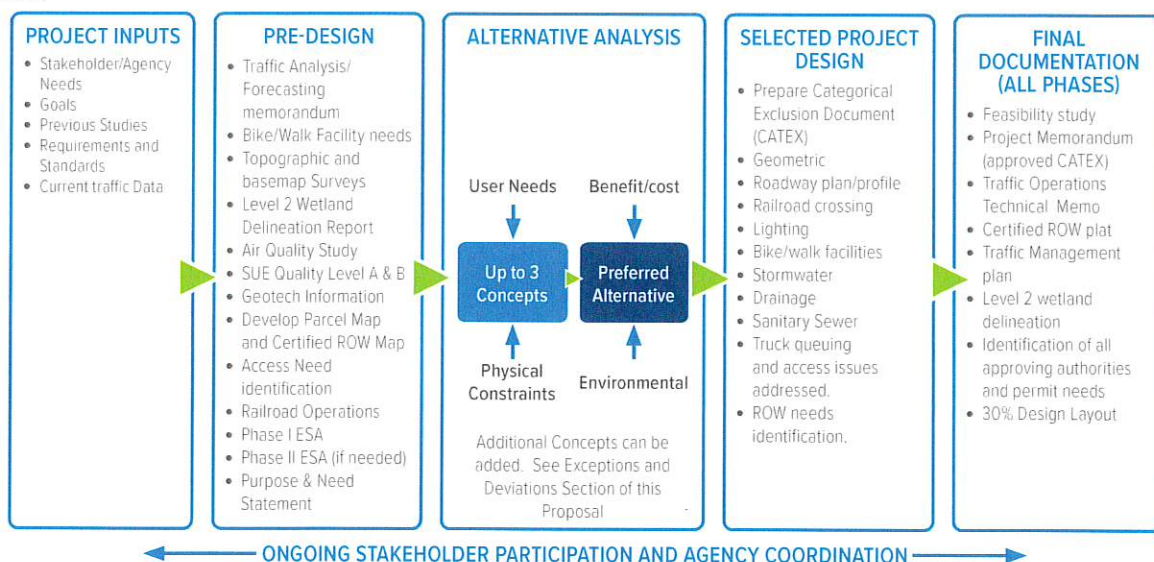
Project deliverables will be delivered in hard copy or a digital copy on a flash drive or in a mutually acceptable format.

PERMITS AND APPROVALS

Permitting. SRF will identify all approvals and permits that would be required before project construction. Permit applications are not included in this scope because they are typically prepared and submitted to regulatory agencies later in project design, around 60 to 90 percent plan completion.

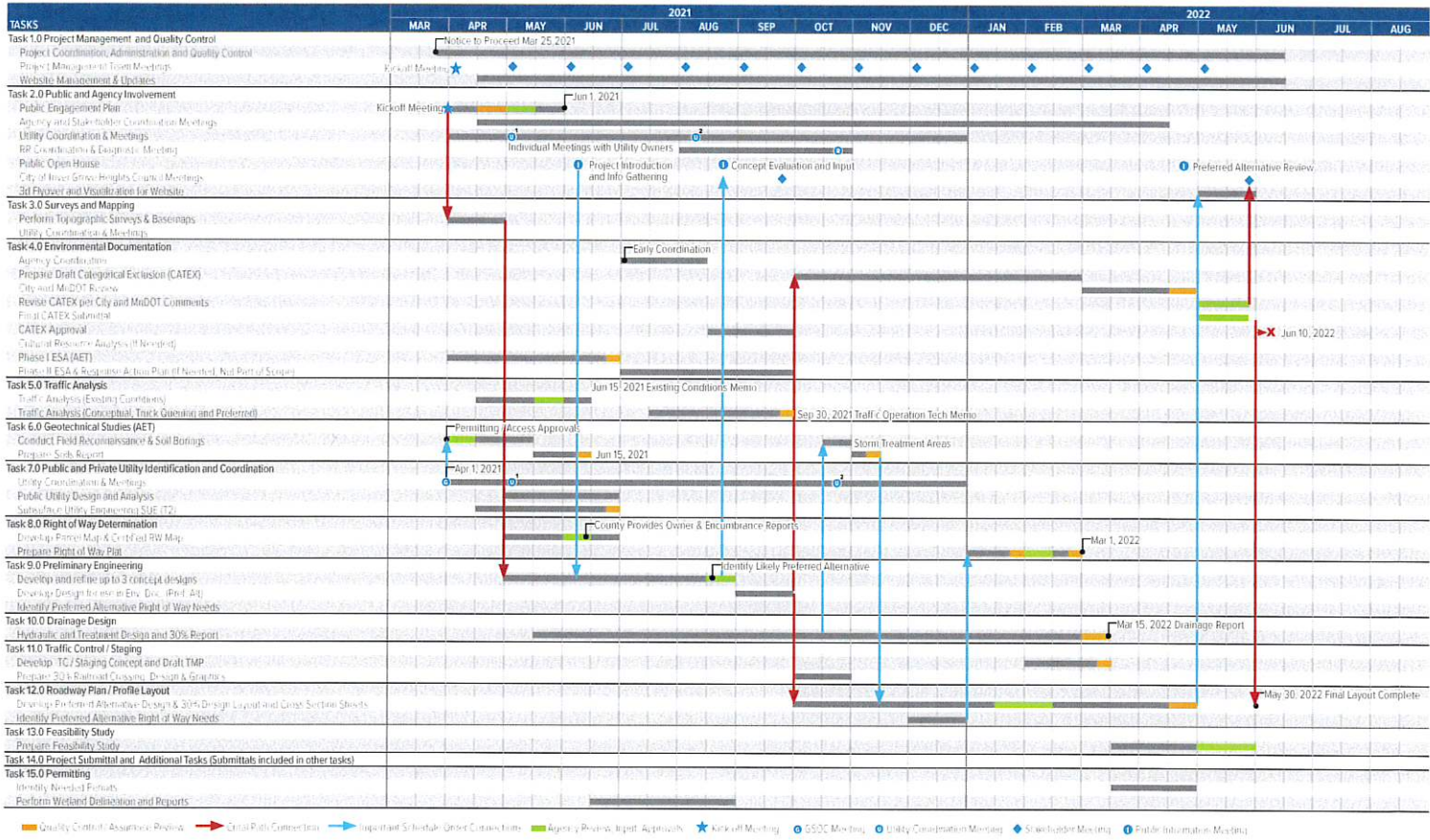
Wetland Delineation. SRF's wetland scientists will delineate all wetlands and aquatic resources adjacent to 117th Street from CSAH 71 to Flint Hills Resources Refinery access, including up to a 150-foot-wide right-of-way corridor expanded to the south. The Level 2 Wetland Delineation will be led by a Certified Minnesota Wetland Professional and completed in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, the Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual, regulatory guidance, and Wetland Conservation Act (WCA) standards. It is expected that the Level 2 delineation will be completed during the 2021 growing season, provided the Client obtains any necessary access permissions for private properties before September 1, 2021. The results of the Level 2 Delineation will be summarized in a Wetland Delineation Report, which will be provided to the Dakota County Soil and Water Conservation District (SWCD) as the WCA Local Government Unit (LGU), members of the Technical Evaluation Panel (TEP), and the U.S. Army Corps of Engineers (USACE) for review and approval of the wetland boundaries and types (WB&T).

The Process below summarizes our approach to developing concepts, identifying preferred alternative and preparing preliminary design documentation.



Project Schedule/Key Task Milestones

The schedule below indicates the project delivery process and timelines for key deliverables by Task. While Quality processes are ongoing throughout the project process, the schedule also identifies key Quality Control and Quality Assurance timelines and Agency Review iterations.



QUALITY CONTROL

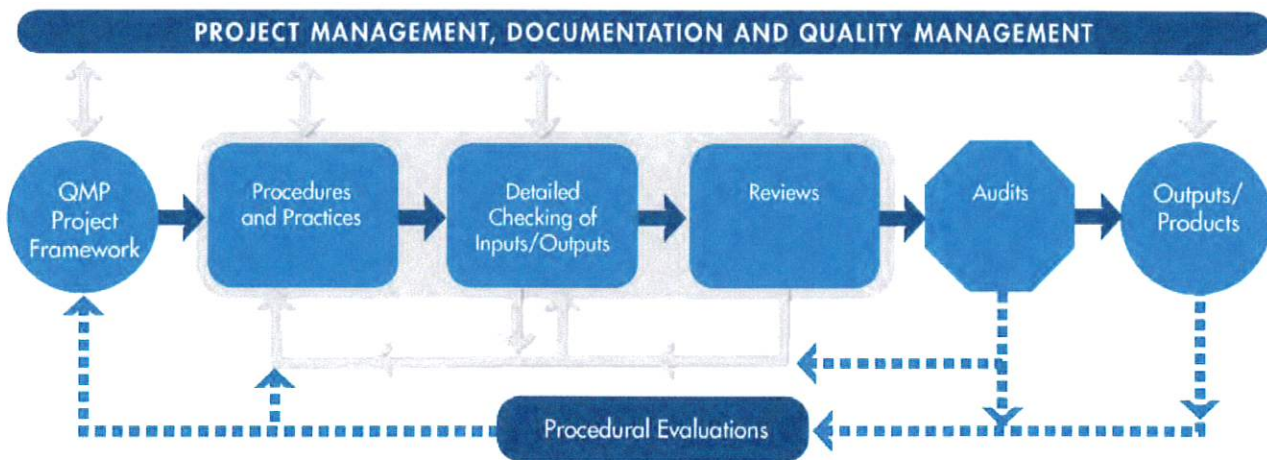
SRF's Quality Management Plan (QMP) and serves as general guidance on quality management. Quality is one of SRF's core values. The integration of our core values from top to bottom enables us to provide high-quality work within given budgets and schedules. Our core quality management process is illustrated below.

SRF's Project Manager, Steve Miller, is responsible for implementing and administering the QMP, for overall quality, clearly assigning project roles and responsibilities, actively monitoring the project as work progresses, and ensuring project documentation needs are met. Our Quality Manager, Mike Turner, will provide oversight, auditing and provide assurance and certification that the quality process is followed and deliverables provide the highest quality. Team organizational structure defines a clear chain of accountability, so team members understand their role and expectations.

SRF places qualified staff in key project roles, has proven processes and procedures in place to guide analysis and work, checks analyses and computations, provides informal and formal reviews of interim work products and documents that lead to final work products, and monitors efforts through work process and final product audits. Reviews focus on assuring that work meets project requirements and includes client-specific preferences. Input is given via formal comments that are written and tracked until resolution is reached, and comments are incorporated into the work or otherwise resolved. People checking work will have appropriate experience in the discipline being checked and will not have prepared the work being checked.

Client reviews may include informal reviews during work product development and will include formal comprehensive reviews at key points during the project. If numerous reviewers are engaged, specific processes and procedures will be required (e.g., using Bluebeam Sessions or OneDrive to facilitate editing) to ensure version control is maintained and comments are addressed systematically.

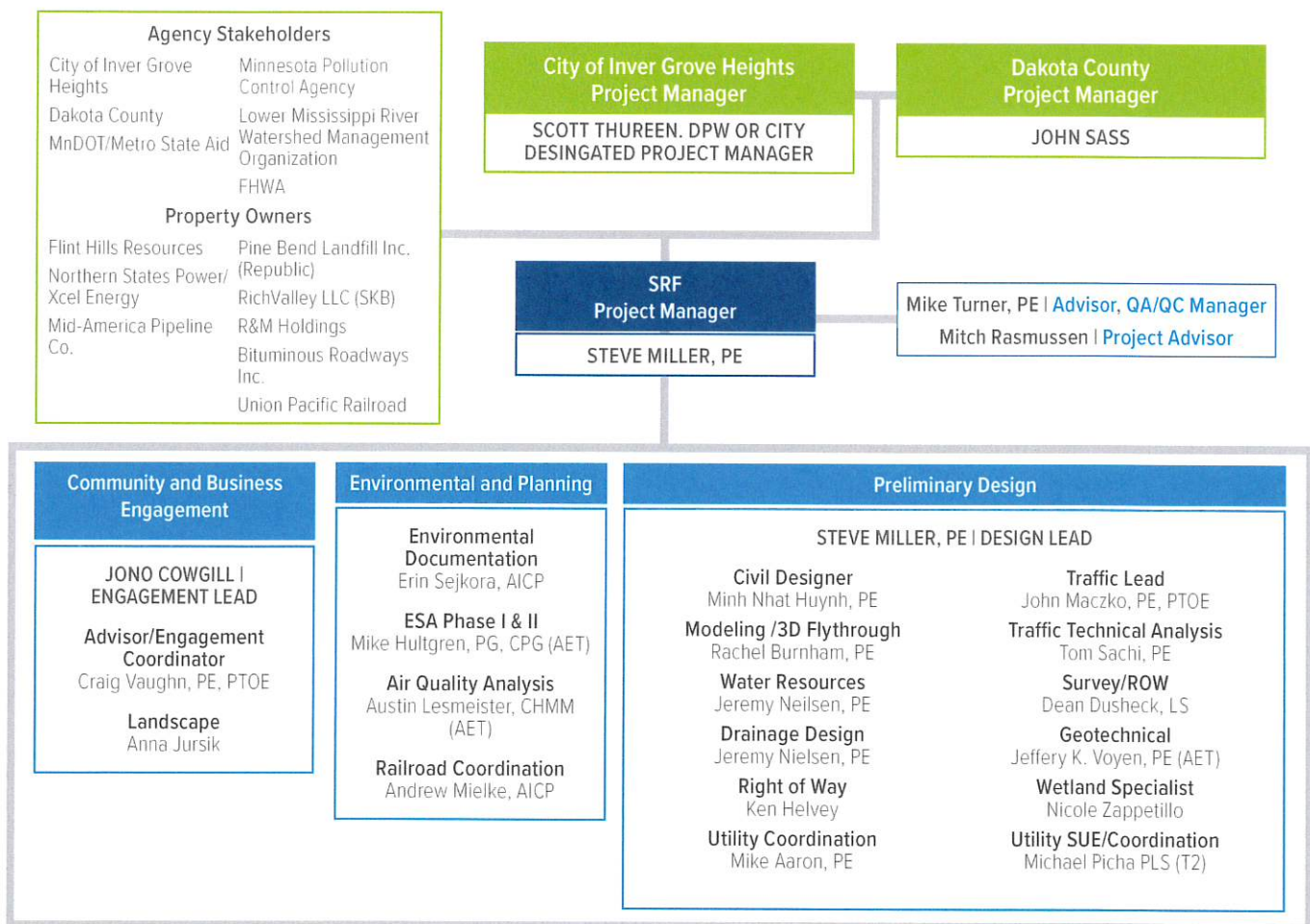
In the project schedule on Page 10 the process lays out key timelines for Quality Control and Quality Assurance checks and audits before delivery milestones.



SRF TEAM & EXPERIENCE

Our team members were selected for their technical expertise, significant experience working on similar State/Federal Aid projects, and history of working together. **Our entire team is local, accessible and fully available!** SRF's local and relevant project experience and qualifications for the staff identified in the organizational chart below are presented on the following pages. SRF is committed to provide a project team with dedicated availability and extensive experience with State/Federal Aid projects to deliver a successful 117th Street project.

Our SRF Leadership Team will be led by Steve Miller as the Project Manager. He will be the day to day contact for project with the City and Dakota County Project Managers. He will draw on his extensive experience working on City led State and Federal Aid County Road projects to guide the team. He will be assisted by Mike Turner who will develop and implement the Quality Assurance and Quality Control plan and processes and will also provide his expertise on Federal and State aid projects to guide the process. Steve and the team will be further assisted by former State Aid Engineer Mitch Rasmussen to guide and coordinate with MnDOT and State Aid processes.



SRF TEAM'S PROJECT EXPERIENCE SUMMARY

The success of this project will depend on the experience and cohesiveness of the team working on similar projects.

The similar project design elements from each of these projects to 117th Street is shown in the Matrix on Page 15.

	Bass Lake Road CSAH 10 (Maple Grove)	TH 35 W/Cleveland Avenue Interchange (Roseville)	Ridgedale Drive/Ridgehaven Lane (Minnetonka)	CSAH 1 Procter Avenue (Sherburne County)	Bridge Avenue CSAH 22 (Freeborn County)	CSAH 78 / BNSF Improvement (Coon Rapids)	Jefferson Highway 77th Avenue to 85th Avenue (Maple Grove)	Thompson Avenue / CSAH 6 Traffic Assessment (Dakota County)	Inver Grove Heights Quiet Zone	Hwy 10 (Anoka)	Dakota County On-Call SUE locating services	County Rd C City of Roseville/Ramsey County	Robert Street Reconstruction. (West Saint Paul)	65th Street Reconstruction (Rochester)	179th Street Reconstruction (Lakeville)	Hennepin County CSAH 112	Vicksburg Lane and TH 55 Improvements (Plymouth)
Key Staff																	
Steve Miller, PE Project Manager / Design Lead	■	■	■	■	■	■	■	■					■				
Mike Turner, PE Project Advisor , QA / QC	■	■	■				■						■	■	■	■	■
Jono Cowgill Public Engagement					■									■			
Erin Sejkora Environmental			■	■	■												
John Maczko, PE, PTOE Traffic Analysis								■									
Andy Mielke Railroad Coordination						■			■								
Jeremy Nielsen, PE Drainage Design & Permitting	■	■	■		■	■							■		■		■
Support Staff																	
Minh Huynh, PE Civil Design					■								■	■	■		
Mike Aaron, PE Utility Coordination													■				■
Dean Dusheck RLS Right of Way and Easements	■	■	■		■	■							■		■		■
Nicole Zappetillo Wetland Delineation & Reporting		■				■								■		■	■
Michael Picha SUE (T2)										■							
Jeff Voyer Geotechnical (AET)			■														
Mike Hultgren, Environmental Phase I (AET)										■		■					

STEVE MILLER, PE | PROJECT MANAGER | 75% AVAILABILITY



Steve has more than 24 years of civil engineering experience leading and delivering design documents and support from preliminary design through construction on a variety of MnDOT Trunk Highway, State Aid, and local agency roadway projects. His engineering background includes project management of design through construction administration. Steve has extensive experience in preparing contract documents for State Aid and Federal Aid projects using the DCP process. With a thorough understanding of MnDOT specifications as well as State Aid Standards and design specifications for roadway and trails including ADA design and construction requirements, drainage, concrete and bituminous pavement, construction document preparation and contract administration during construction, Steve brings a well rounded background to lead the design team. Clients include a variety of public agencies throughout the metro area with an emphasis on municipal infrastructure. Steve also has 13 years of municipal and highway construction experience and applies that experience to practical design.

Resume and Project Experience continue on next page.

Steve's State/Federal Aid Experience Summary

State/Federal Aid Projects	29
State/Federal Aid Project Miles	34.1
Rural to Urban Conversions	12
Rural to Urban Conversion Miles	18.6
State/Federal Aid Roadway Projects With:	
Public Engagement	10
Env Docs/Permitting	13
Utility Coordination/Design	21
Grading & Minimization	19
Preliminary Design	15
Multimodal Design & Safety including:	
Access Modifications	7
Trail Accommodations	22

STEVE MILLER, PE | PROJECT MANAGER |

Project Experience The following three projects are similar in scope and objective for reconstruction and modernization of 117th Street in the City of Inver Grove Heights.

Bass Lake Road (CSAH 10), Maple Grove Minnesota. Project Manager and design lead on this federally funded 2-lane rural to 4-lane divided urban section conversion. Steve coordinated design efforts to minimize right of way impacts and to avoid environmentally sensitive areas. The 3.5 mile, \$15 million dollar project involved 6 signals, 2 bridges, full length water main and trails and construction staging that maintained traffic throughout the construction phase.

Engineer's Estimate of Costs: \$22,519,659

Final Construction Cost: \$21,148,651

Base Engineering Contract: \$1,623,007

Total Amount Billed: \$1,971,215⁽¹⁾

⁽¹⁾ Fee increases included additional scope of environmental, expanded project limits and right of way services.

TH 35 W/Cleveland Avenue Interchange, Roseville, Minnesota. Project manager and design lead on geometric improvements to the TH 35 Interchange ramps at Cleveland Avenue. This federally funded project included Cleveland Avenue geometric improvements for increased capacity of freeway access in this area of commercial redevelopment. Project involved close communication with Ramsey County and State Aid staff, design team leadership and construction administration of construction activities. The project was delivered under traffic, on time and within budget.

Engineer's Estimate of Costs: \$1,844,968

Final Construction Cost: \$1,613,415

Base Engineering Contract: \$301,040

Total Amount Billed: \$301,015

Ridgedale Drive/Ridgehaven Lane, Minnetonka, Minnesota. Project manager and design lead for reconfiguring access to a high profile/high traffic retail shopping area connected to CSAH 61 (Plymouth Road) at I-394. Limited right of way required a design exception from the State Aid Variance Committee. Steve led SRF's team thru the design process connecting Ridgedale Lane to the Plymouth Road interchange with a compressed design of a bridge and overpass providing full access to the freeway and I-394. The project was Federally funded and administered by MnDOT's Office for State Aid.

Engineer's Estimate of Costs: \$8,615,608

Final Construction Cost: \$8,259,114

Base Engineering Contract: \$564,150

Total Amount Billed: \$626,782⁽²⁾

⁽²⁾ Fee increases included expanded project limits, additional utility design and right of way services.

MIKE TURNER, PE | QUALITY MANAGER/ADVISOR | 75% AVAILABILITY



Mike has 26 years of project experience and is respected as an excellent design engineer and project manager. He has a reputation for his attention to detail and ability to complete projects under tight deadlines. Over the years, Mike's work has focused on municipal engineering projects, specifically the design and construction of roadways and utilities. Mike provides Quality Assurance oversight and Quality Control Auditing for most projects that are delivered for SRF's Municipal Clients and regularly serves as the Quality Manager on State and Federal Aid Projects. In addition, he has also successfully designed and assisted with the implementation of many State and Federal Aid and Cooperative Agreement projects.

Mike's State/Federal Aid Experience Summary

State/Federal Aid Projects	31
State/Federal Aid Project Miles	36.7
Rural to Urban Conversion Miles	29.3
State/Federal Aid Roadway Projects With:	
Public Engagement	20
Env Docs/Permitting	25
Utility Coordination/Design	27
Grading & Minimization	23
Preliminary Design	25
Final Design	27
Railroad Crossing Coordination	7 (40+ Crossings)
Multi-Modal Design and Safety Analysis	27

MITCH RASMUSSEN, PE | PROJECT ADVISOR | 65% AVAILABILITY



Mitch brings more than 30 years of experience working at all levels of state and local government in Minnesota. His diverse background includes all facets of design and construction as well as specialized knowledge in funding programs and processes, interagency cooperation, and asset management. Mitch joined SRF from the Minnesota Department of Transportation where he served as the Assistant Commissioner - State Aid Division where he led state aid and federal funding for cities and counties across the state and served on MnDOT's leadership team to help shape MnDOT's direction and policy positions as they relate to local agencies. Prior to MnDOT, Mitch held positions as the Scott County Engineer/Public Works Director, Burnsville City Engineer, and Rice County Engineer.

SUPPORT STAFF

NAME AND ROLE	PROJECT CONTRIBUTION	RELEVANT PROJECT EXPERIENCE
 JONO COWGILL Engagement Lead	Years of Experience: 10 Availability for 117th Street: 50%	- Bridge Avenue CSAH 22 – Freeborn County, MN 65th Street Reconstruction – Rochester, MN - Rochester Transit Oriented Development Planning Study – MN - Ramsey County Battle Creek Regional Park Master Plan. – MN - City of Chaska TH 212/CR 44 Interchange Construction Communications – MN
 ERIN SEJKORA, AICP Environmental Documentation	Years of Experience: 9 Availability for 117th Street: 50%	- CSAH 1 Proctor Avenue – Sherburne County, MN - Bridge Avenue CSAH 22 – Freeborn County, MN - Ridgedale Drive/Ridgehaven Lane – Minnetonka, MN - Members Parkway Extension – Olmsted County, MN - CSAH 50 (202nd Street W.) Reconstruction – Dakota County, MN
 JOHN MACZKO, PE, PTOE Traffic Lead	Years of Experience: 33 Availability for 117th Street: 70%	- Thompson Avenue/CSAH 6 Traffic Assessment – Dakota County, MN - City of Saint Paul Snelling Avenue Median – Grand Avenue to Saint Clair Avenue – MN - City of Saint Paul Snelling Avenue Median – Randolph Avenue to Ford Parkway – MN
 ANDY MIELKE, AICP Railroad Coordination	Years of Experience: 20 Availability for 117th Street: 50%	- Inver Grove Heights Quiet Zone – MN - CSAH 78 / BNSF Improvement – Coon Rapids, MN - Minnesota Statewide Freight System Plan, Minnesota Department of Transportation – MN - Union Pacific Railroad Yard Expansion – South Saint Paul, MN
 JEREMY NIELSEN, PE Water Resources	Years of Experience: 19 Availability for 117th Street: 35%	179th Street Reconstruction – Lakeville, MN - Dakota County 179th Street and Dodd Boulevard Corridor Study – MN - CSAH 78 / BNSF Improvement – Coon Rapids, MN - Ridgedale Drive/Ridgehaven Lane – Minnetonka, MN
 DEAN DUSHECK, LS Survey & Right of Way	Years of Experience: 40 Availability for 117th Street: 60%	- Bass Lake Road CSAH 10 – Maple Grove, MN - Ridgedale Drive/Ridgehaven Lane – Minnetonka, MN - Bridge Avenue CSAH 22 – Freeborn County, MN - CSAH 78 / BNSF Improvement – Coon Rapids, MN
 MIKE AARON, PE Utility Coordination	Years of Experience: 25 Availability for 117th Street: 50%	- CSAH 9 (Dodd Boulevard) Improvement – Lakeville, Minnesota - Glacier Way Street and Utility Improvement – Lakeville, Minnesota - Vicksburg Lane and TH 55 Improvements – Plymouth, Minnesota - Robert Street Reconstruction – West Saint Paul, MN
 CRAIG VAUGHN, PE, PTOE Advisor/Engagement Coordinator	Years of Experience: 22 Availability for 117th Street: 35%	- Robert Street Reconstruction – West Saint Paul, MN - Bridge Avenue CSAH 22 – Freeborn County, MN - County Rd C – Roseville/Ramsey County, MN 65th Street Reconstruction – Rochester, MN
 JEFF VOYEN, PE Geotechnical Firm: AET	Years of Experience: 42 Availability for 117th Street: 25%	- Ridgedale Drive/Ridgehaven Lane – Minnetonka, MN - Twin Ports Interchange (CMGC) – Duluth, MN - I-90 Bridge over Mississippi River – Near Dresbach, MN - I-35E/Cayuga Street Interchange – St. Paul, MN
 MIKE HULTGREN, PG, CPG Environmental Phase I Firm: AET	Years of Experience: 29 Availability for 117th Street: 25%	- Highway 10 – Anoka, MN - County Rd C City of Roseville/Ramsey County - MN - Phase I ESAs, Highway Corridors – MN - Drilling Investigations/RAP Preparation, Highway Corridors – MN - Well Sealing/Geotechnical and Environmental Drilling/Construction Monitoring Projects – MN
 MICHAEL PICHA SUE Firm: T2	Years of Experience: 16 Availability for 117th Street: 35%	- Dakota County On-Call SUE Services – Dakota County, MN - MnDOT, TH 23 / TH 10 St. Cloud SUE Services – Benton County, MN - Hennepin County, Glenwood Ave. Bridge SUE Services – Minneapolis, MN - MnDOT, TH 10 Rum River SUE Services – Anoka, MN - MnDOT, TH169 Elk River SUE Services – Sherburne County, MN

PREVIOUS EXPERIENCE

In this Matrix we identify some of our previous experience and the similar project elements to what will be needed to successfully deliver 117th Street. This Matrix correlates to the Matrix on Page 13 where we identify team cohesiveness on these same projects.

	Bass Lake Road CSAH 10 (Maple Grove)	TH 35 W/Cleveland Avenue Interchange (Roseville)	Ridgedale Drive/Ridgehaven Lane (Minnetonka)	CSAH 1 Procter Avenue (Sherburne County)	Bridge Avenue CSAH 22 (Freeborn County)	CSAH 78 / BNSF Improvement (Coon Rapids)	Jefferson Highway 77th Avenue to 85th Avenue (Maple Grove)	Thompson Avenue / CSAH 6 Traffic Assessment (Dakota County)	Inver Grove Heights Quiet Zone	Hwy 10 (Anoka)	Dakota County On-Call SUE locating services	County Rd C City of Roseville/Ramsey County	Robert Street Reconstruction. (West Saint Paul)	65th Street Reconstruction (Rochester)	179th Street Reconstruction (Lakeville)	Hennepin County CSAH 112	Vicksburg Lane and TH 55 Improvements (Plymouth)
Project Relevance																	
State Aid / Federal Aid Project	■	■	■	■	■	■				■		■	■	■	■	■	■
County Road / County Road Interaction	■	■	■		■	■	■	■				■		■		■	
Rural to Urban Conversion	■							■						■		■	■
Divided 2 / 4 Lane Roadway	■	■	■	■		■				■			■	■			
Three-Lane Roadway					■		■	■							■	■	
Expandable Design / Footprint														■			
Public & Agency Engagement	■		■		■	■	■	■					■	■	■	■	■
Environmental Documentation & Permitting	■	■	■	■	■	■				■		■	■		■	■	■
Traffic Analysis	■	■	■		■	■	■	■					■	■	■	■	■
Utility Identification and Coordination	■	■	■		■	■	■						■	■	■	■	■
Railroad Coordination				■		■	■		■								■
Multi-modal Design & Safety Analysis	■		■			■	■	■					■	■	■	■	■
Grading Limits & Impact Minimization	■	■	■		■	■	■						■	■	■	■	■
Preliminary Design & Layout	■	■	■	■	■	■	■	■					■	■		■	■
State / Federal Aid Construction Documents	■	■	■	■	■	■	■	■					■	■	■	■	■
Drainage &Hydraulics Design	■	■	■		■	■	■						■	■	■	■	■
Access Management	■		■	■		■	■	■									
Topographic Survey and Right of Way Mapping	■	■	■			■	■							■			
Right of Way & Easement Acquisition			■	■	■		■						■	■	■		■
Geotechnical Evaluation	■	■	■	■	■	■	■			■		■	■	■		■	■
Subsurface Utility Engineering											■						

WORKING WITH CITY OF INVER GROVE HEIGHTS AND DAKOTA COUNTY

SRF has a long history of evaluating and developing projects within the City of Inver Grove Heights, Dakota County and MnDOT in the project area, including:

- 2002** The County State Aid Highway 32 Extension Study was prepared for Dakota County and Inver Grove Heights – identifying improvement and corridor needs for CSAH 32 (Cliff Road), 117th Street and the proposed interchange of 117th at TH 52. This study also identified anticipated traffic levels for the 117th Street corridor.
- 2003** TH 52 / 117th Street Interchange was designed for MnDOT to improve the interchange, construct the bridge and accommodate the 4-lane section in place today. This was constructed in 2004
- 2016** The Pine Bend Arterial Connector Study was prepared documenting the need for improvement along 117th Street to provide capacity and improve / modify access along the corridor. The study also evaluated potential alignment concept for CSAH 32 and its impact and affect on the needed improvements for 117th Street.
- 2018** Inver Grove Heights Transportation Plan Update
- 2020** Dakota County Multi Modal Travel Demand Model Update

These projects give SRF tremendous insight into the area impacts including the ability to know and understand adjacent property and land user needs, and how to balance those with the needs for additional safety, capacity and mobility for other users through the corridor. Our Project Advisor and Engagement Coordinator Craig Vaughn has been involved with the previous projects and studies and will work closely with Steve Miller to assure his knowledge is brought forward to the 117th Street project. This will provide for effective and efficient collaboration of previous effort with the new preliminary design effort.

Bass Lake Road CSAH 10 | *Maple Grove, Minnesota*

Award | City Engineers Association of MN
(CEAM) Municipal Project of the Year for 2012



The City of Maple Grove and Hennepin County received Federal Aid to reconstruct CSAH 10 between CSAH 101 and Vicksburg Lane. The improvements included the realignment and reconstruction of the CSAH 10 and CSAH 101 intersection and 3.5 miles of existing roadways. SRF provided preliminary design, environmental documentation, and final design services for this multi-phase project.

Roadway reconstruction included revising the current roadway footprint from a two-lane rural to a four-lane urban roadway with storm sewer, realignment of two offset intersections, trails, and three new

signal systems. Due to the wide-ranging topography and soil conditions, particularly at Elm Creek, SRF's innovative design included developing a new bridge over existing stream culverts to allow for trail connections and a stream crossing of CSAH 10.

SRF's detailed preliminary design and layout were used to identify project issues and social, economic and environmental impacts as part of the EA/EAW and also informed final design and construction documentation preparation. In addition, SRF performed traffic forecasting and analysis, noise monitoring and analysis, wetland delineation, mitigation planning and permitting. This project won the Project of the Year City Engineers Association of MN (CEAM) Municipal Project of the Year for 2012.

TH 35 W/Cleveland Avenue Interchange | *Roseville, Minnesota*

SRF provided preliminary and final design, permitting, wetland delineation, and construction administration and inspection for the realignment of the I-35W Interchange at Cleveland Avenue between Iona Lane and County Road C.

The federally funded project called for coordination between the City of Roseville, MnDOT, FHWA and Ramsey County throughout the design and construction phases. Federal and State Aid compliance were required in all facets to maintain funding sources.

The completed project widened the I-35W ramps and Cleveland Avenue to provide dual left turn lanes to the off-ramp and northbound Cleveland Avenue. A new signal system was installed in place of the existing temporary signal, and ADA-compliant pedestrian facilities were built across the east leg of the intersection to connect with existing facilities on Twin Lakes Parkway. Other key issues addressed by the SRF team include drainage design, right of way impacts, and modular block wall design.

Ridgedale Drive/Ridgehaven Lane | *Minnetonka, Minnesota*



What began as a traffic study for the redevelopment of the Highland Bank site, morphed into a reconstruction project to better accommodate high volumes of traffic into and from a key shopping area in Minnetonka. As part of the development review process, vehicular and pedestrian issues were identified. A concept development process was initiated, which included several conceptual layouts, coordination with local stakeholders, and ultimately a supported final design. Other services as part this project included traffic forecasting, survey, right-of-way, and right of way acquisition.

This partially federally funded project consisted of preliminary design, environmental documentation, and final design for the realignment of Ridgehaven Lane to Plymouth Road. The design included roadway and utility improvements as well as a bridge and structural retaining walls, signal and lighting systems, and streetscape improvements.

CSAH 1 (Proctor Avenue) | Sherburne County, Minnesota



Sherburne County was successful in obtaining federal funds for the reconstruction of CSAH 1 (Proctor Avenue). The project segment from TH 10 to the Burlington Northern railroad in Elk River is an important north-south corridor providing access to residential homes, schools, and adjacent businesses including a busy 24/7 gas and convenience store. Sherburne County had been monitoring concerns with traffic operations and congestion on the existing four-lane undivided roadway. SRF prepared a traffic study that recommended widening the

roadway to add a raised median and turn lanes to improve safety and operations.

In addition to preliminary and final design, SRF provided the City and County with traffic analysis, traffic signal design, storm water design, permitting, right of way sketches and descriptions, railroad coordination, and Public Engagement/Public Outreach. SRF will also be providing construction administration, observation, staking, and record drawings.

Bridge Avenue CSAH 22 | Freeborn County, Minnesota



The City of Albert Lea and Freeborn County public works were successful in obtaining Federal Funds for the reconstruction of Bridge Avenue. This 1.4 mile segment from Marshall Street to Hammer Road in Albert Lea is an important north-south corridor providing access to residential neighborhoods, schools, and the Freeborn County fairgrounds. The two-lane urban roadway has reached the end of its service life and in addition to complete roadway reconstruction, all sanitary sewer, water main, and storm sewer utilities were replaced.

In addition to preliminary and final design, SRF provided the City and County with traffic analysis, streetscape design with ADA compliant pedestrian improvements, traffic signal design, storm water design, permitting, right of way acquisition, and Public Engagement/Public Outreach. Construction is scheduled for 2020 for this \$10M project and SRF will also be providing Construction Administration, Observation, Staking, and record drawings.

CSAH 78 / BNSF Improvement | Coon Rapids, Minnesota



Award | City Engineers Association of MN (CEAM) Municipal Project of the Year for 2020

CSAH 78 (Hanson Boulevard) is a critical north-south route through Coon Rapids, Minnesota. This four-lane, urban corridor crosses over the BNSF railroad tracks which carries up to 70 trains per day and creates serious safety concerns for the local residents as well emergency responders. SRF was retained by Anoka County to refine the conceptual design of a grade-separated overpass and consolidate existing access points to the adjacent neighborhoods.

Through an innovative design approach and public involvement process, our team of engineers and planners developed a concept to maximize neighborhood access and minimize impacts to local property owners. The project design was completed on schedule with construction occurring in 2017-2018.

Jefferson Highway (77th Avenue to 85th Avenue) | Maple Grove, Minnesota

Jefferson Highway from 77th Avenue to 85th Avenue is a minor arterial bordering the City of Maple Grove and Brooklyn Park serving between 9,000 and 10,000 vehicles per day with projections to 12,000 vehicles per day. The roadway also serves a high percentage of truck traffic due to the industrial nature of the area.

As a two-lane rural facility, Jefferson Highway was in need of reconstruction and widening to accommodate the increasing volumes, as well as turning movements along the corridor. SRF prepared a feasibility study to address the widening and reconstruction to an urban design section, storm sewer, traffic signal system, lighting, walkways and railroad crossing..

Preparation of final construction plans and specifications and in-construction services were also completed by SRF. Detailed design included bituminous pavement widening and overlay, concrete curb and gutter, medians, signage and striping, reconstruction of an access to the Hennepin County Transfer Station, and phased construction to allow a portion of the widening and the signal to occur in the future.

SUB-CONSULTANTS



American Engineering Testing, Inc.

American Engineering Testing, Inc. has over 400 employees, with their corporate headquarters based in Saint Paul, Minnesota and 19 offices across the United States. AET has a strong reputation as the source for forensics, environmental, materials, geotechnical engineering consulting and accredited testing capabilities. Their staff's unique knowledge base and extensive project management and consulting experience, supported by their specialized laboratory services and in-house drilling resources, helps them meet their client's needs. In addition to their expertise in geotechnical and environmental engineering, they also have an internationally recognized petrography department that can unlock the reasons for deficiencies in aggregates, cement, concrete and construction material performance.

AET analyzes, tests and observes in order to document, verify and improve the design and construction efforts of other scientists and engineers, contractors, governmental agencies, state transportation authorities and owner's agents. Their firm is accredited or recognized by numerous state and federal agencies, including the AASHTO Materials Reference Laboratory (AMRL), the American Association for Laboratory Accreditation (A2LA), the Cement and Concrete Reference Laboratory (CCRL) and the U.S. Army Corps of Engineers (USACE). They are actively involved in many professional and trade associations within the engineering, materials and construction communities.

AET will perform 9% of the total work based on project cost.



T2 Utility Engineers

A Leader in Subsurface Utility Engineering (SUE) Services

T2 UES, Inc.(T2), former Utility Engineering and Survey services division Cardno, Inc., is a recognized leader in Subsurface Utility Engineering (SUE) providing cost-saving, specialized SUE services for cities, counties, utility companies and a variety of other public and private sector clients since 1993.

T2 has over 35 offices throughout the US, including Fridley, Minnesota, and over 300 multi-disciplined subsurface utility professionals. Our associates are trained, certified and licensed professionals at the forefront of the SUE industry and are helping to shape the way utility mapping services are provided, nationwide.

T2 has been providing quality Subsurface Utility Engineering and Utility Coordination services in the state of Minnesota since 2001. This includes projects for Dakota County, MnDOT, City of Minneapolis, and the Metropolitan Council and Hennepin County.

To date, T2 has completed over 100 individual SUE projects throughout Minnesota, varying in size and complexity. Each of these projects offered unique challenges related to underground utility complexity, site conditions, and project schedules. We faced the challenges of each project with the end-result in mind to meet schedules, budgets and quality of work.

T2 will perform 23% of the work based on project cost

FEE ESTIMATES

SRF had developed a detailed estimate of hours and dollars for this project based on our understanding and approach to the project. To the left, we present a summary by Task of the hours, costs and expenses for key tasks. We have developed these hours, and scope, based on our understanding of the project and what has been requested in the RFP. If selected, we request that this scope be reviewed with the City to confirm that we both have a mutual understanding of the assumptions, level of effort, and deliverables needed for the project.

A detailed scope and person hour estimate is included in the Appendix.

Based on our understanding of the tasks and effort, we believe that the effort and work proposed and associated costs align to provide the City and County a good balance of Value to fit project needs.

The hours included in the scope and budget have been developed to give the Best Overall Value.

EXCEPTIONS AND DEVIATIONS

Phase II Environmental and RAP – As the level of environmental analysis and level of detail for a Response Action Plan are identified as part of the Phase I ESA, we have not included the Phase II ESA or RAP in our scope.

Air Quality – Based on our initial analysis we believe that this project would not significantly affect air quality and would be exempt from MSAT analysis. We have not included air quality analyses, but have included the documentation of the expected exception in the scope.

Permits – Our scope includes the identification of permits necessary to comply with Local, State and Federal requirements. Since the acquisition of those permits, including WCA, NPES, etc. is not advisable until the design level approaches 60% or more, we have not included the acquisition of those permits in our scope. The acquisition can be added as additional work if they are identified as ready for acquisition during the project duration.

Subsurface Utility Engineering – We understand that Utility Quality Level "B" can only be obtained utilizing geophysical methods such as those performed as part of a SUE, and not via survey of Gopher State One-Call locate locations for underground utilities. As such, and consistent with the City's

Clarification, we have included a complete Level B SUE for all utilities along with Level A at the critical areas prescribed. If the City and County would accept survey of ground GSDC locations for underground work there would be a significant savings to the project. This would reduce utility accuracy but may be sufficient for many of the non critical pipeline utilities. If considered, it would provide a **savings** from the provided cost of approximately **\$65,000**.

Additional Concept Layout – If additional concept layouts are desired to supplement the those included in the scope, they can be developed to similar level along with costing and drainage design. The cost per additional layout is **\$32,900**.

Hydraulic Modeling – Our scope includes hydraulic modeling for not only the corridor but also the adjacent land locked basins to understand how stormwater from the corridor and adjacent areas may affect high water levels in those basins. We understand that this area has not been modeled by the City, but will be needed for this project. If this modeling will be provided by the City, a cost **savings** of **\$6,200** is available.

Hourly Task Breakdown by Staff Type

TASK	TASK DESCRIPTION	PM Steve Miller	PRINCIPAL Mike Turner Craig Vaughn Andrew Melke John Maczko	SR. ASSOC. Mike Aaron Dean Dusheck Jeremy Nielsen Rachel Burnham	ASSOCIATE Erin Seikora Jono Cowgill Mike Fisher	SR. PROF Minh Huynh Nicole Zappetillo Tom Sachi Krista Palmer Anna Jurak	PROF. Zach Thelen Melisa Friese Collin Schroeder Lilia Theisen Nole Harrington	TECHNICAL Russ Coons Jake Ansell Troy Williamson	ADMIN Staff	TOTAL HOURS	SRF COST	SUBS AET T2	EXPENSES	TOTAL COST/ DELIVERABLE
1.0	Project Management	259	52	0	0	16	0	0	29	356	\$56,116	\$0	\$550	\$56,666
2.0	Public and Agency Involvement	54	22	78	3	149	0	0	12	318	\$45,997	\$0	\$1,450	\$47,447
3.0	Surveys and Mapping	0	0	10	0	0	0	150	0	160	\$18,490	\$0	\$300	\$18,790
4.0	Environmental	0	2	10	90	0	86	0	0	188	\$22,364	\$25,793	\$90	\$48,247
5.0	Traffic Analysis	0	14	1	28	8	96	0	0	147	\$17,675	\$0	\$4,100	\$21,775
6.0	Geotechnical Information	0	0	0	0	4	0	0	0	4	\$488	\$27,000	\$0	\$27,488
7.0	Public and Private Utility Identification and Coordination	0	0	96	0	0	58	0	0	154	\$22,430	\$132,422	\$200	\$155,052
8.0	Right of Way	0	0	50	52	0	12	20	0	134	\$18,370	\$0	\$500	\$18,870
9.0	Preliminary Engineering	54	6	0	0	358	284	0	0	702	\$83,640	\$0	\$0	\$83,640
10.0	Drainage Design	0	0	77	0	114	191	0	0	382	\$47,358	\$0	\$0	\$47,358
11.0	Traffic Control/Staging	0	4	6	28	26	2	0	0	66	\$8,648	\$0	\$25	\$8,673
12.0	Roadway Plans/Layout	10	1	0	0	92	20	0	0	123	\$15,115	\$0	\$0	\$15,115
13.0	Feasibility Study	2	0	0	0	32	0	0	2	36	\$4,460	\$0	\$0	\$4,460
14.0	Project Submittal & Additional Tasks	0	0	0	0	4	0	0	0	4	\$488	\$0	\$0	\$488
15.0	Permits and Approvals	0	0	4	28	0	20	0	0	52	\$6,260	\$0	\$60	\$6,320
	TOTAL HOURS	379	101	332	229	803	769	170	43	2826				
	COST PER HOUR	\$155	\$201	\$169	\$123	\$122	\$107	\$112	\$123					
	TOTAL COST	\$58,745	\$20,301	\$56,108	\$28,167	\$97,966	\$82,283	\$19,040	\$5,289					
	EXPENSE (MILEAGE, ETC)											\$185,215	\$7,275	
	TOTAL COST										\$367,899			\$560,389

APPENDIX

SUPPORTING STAFF



Jonathan Cowgill | Engagement Lead

Jono has 10 years of experience in community engagement, working in a wide range of public contexts. A trained urban planner, Jono has experience writing comprehensive plans, conducting bike and pedestrian planning analysis, and working on transportation and housing research. *For this project, Jono will lead stakeholder engagement and develop the public involvement plan.*

Ramsey County Battle Creek Regional Park Master Plan. Jono has led a two year master planning engagement for the Battle Creek Regional Park. This extensive engagement effort has included stakeholder meetings, PMT management, online open houses, design charrettes, and surveys. Jono worked closely with the SRF landscape architecture team and the County.

City of Chaska TH 212/CR 44 Interchange Construction Communications, Minnesota. Jono led public communication efforts for the first phase of this construction project: the TH 212/CR 44 interchange. A project website and Facebook page are being used to disseminate timely information on construction staging and status.



Erin Sejkora, AICP | Environmental Documentation

Erin has nine years of experience in environmental planning for transportation, development and energy projects. Erin brings expertise in developing National Environmental Policy Act (NEPA) and state-level environmental review documents. *For this project, Erin will lead federal and state environmental documents; coordinating with state agencies; conducting preliminary social, economic and environmental (SEE) impact assessments; and preparing competitive grant applications for transportation projects.*

CSAH 1 (Proctor Avenue) Reconstruction, Sherburne County, Minnesota. Completed a Categorical Exclusion document for a roadway reconstruction project. The project included a railroad crossing and required coordination with the MnDOT Rail Office and BNSF Railway. Proposed improvements included pavement reconstruction, railroad crossing safety improvements, access improvements, and stormwater BMPs.

CSAH 22 (Bridge Avenue) Reconstruction, Freeborn County, Minnesota. Prepared a Categorical Exclusion document for reconstruction of County State Aid Highway (CSAH) 22/ Bridge Avenue and construction of trail and sidewalk facilities. Coordinated closely with State agency reviewers on avoidance and minimization measures regarding an archaeological site in the vicinity of the project.

Ridgedale Drive/Ridgehaven Lane, Reconstruction, City of Minnetonka, Minnesota. Prepared a Categorical Exclusion document. The project included reconstruction of Ridgedale Drive, Ridgehaven Lane, and Ridgedale Drive/Ridgehaven Mall access intersection. Other components included turn lane improvements at the I-394 eastbound ramp, sidewalk facilities, and stormwater BMPs.



John Maczko, PE, PTOE | Traffic Lead

John has 33 years of experience providing transportation engineering and overseeing Municipal operations for the City of Saint Paul. John's experience encompasses traffic operations, transportation design, street operations; and 13 years as City Engineer. As City Engineer John served as the City's lead representative on complex projects such as Ayd Mill Road and the design and construction of the Green Line and Lafayette Bridge. John has an excellent working relationship with MnDOT Metro Division staff and has strong ability to communicate effectively with the public. Working in an older established city provided him the ability to gain significant experience in balancing multiple needs often within the constraints of limited space. *John will lead the traffic operations analysis and design.*



Andy Mielke, AICP | Railroad Coordination

Andy has over 20 years of experience working on a variety of transportation planning projects for cities, counties, state Departments of Transportation, and other public/private partners. His work focuses on railroad safety, operations, and policy projects, train whistle quiet zone studies, corridor studies and transportation plans, traffic incident management work, and transportation research. Andy's skills include technical analysis, quantitative and qualitative research, report writing, and transportation systems analysis. In addition, he is experienced in dealing with the public and using a variety of presentation techniques. *Andy will use his depth of experience working with Railroads to assist with the stakeholder engagement and railroad coordination.*

Andy has worked with numerous railroads including all six Class I railroads across the US and is well versed in their standards and operational procedures. He has participated in hundreds of crossing reviews to evaluate crossing safety and operations at roughly 1,000 individual rail crossing locations throughout the United States. His work often includes assisting public agencies on recommendations to enhance crossing safety improvements and coordination with railroad officials. As part of his national expertise, Andy also recently served on the National Cooperative Highway Research Program 25-50 Prioritization Method for Proposed Road-Rail Grade Separation Projects along Specific Rail Corridors Panel.

**Jeremy Nielsen, PE | Water Resources**

Jeremy has dedicated his 19-year career to hydraulics design and permitting at the local, state, and federal levels. His hydraulics experience has encompassed roadway drainage, storm sewer, culvert, open channel, and stormwater best management practice (BMP) design. *Jeremy has served as the lead hydraulics designer for numerous MnDOT, State Aid, and municipal projects including multiple projects where he led the drainage design for projects primarily designed by Dakota County.* Jeremy has employed various hydrologic numerical and analytical models to optimize BMPs for rate and volume control in addition to water quality treatment.

His experience includes designs in highly constrained areas, considering the effects of man-made barriers such as bridges, retaining walls, and railways, and natural barriers such as bluffs and rivers. Jeremy's projects have included roadway drainage preliminary and final designs, environmental documentation, and SWPPP design and he has performed considerable local coordination and obtained the required stormwater permits for these projects. Jeremy's broad stormwater experience on MnDOT and local projects have prepared him well to lead the project team in stormwater design and permitting.

City of Lakeville 179th Street Final Design. Led the final drainage design for this roadway reconstruction, including the analysis of existing trunk lines and stormwater BMPs. Flow in parallel existing storm sewer trunk lines was rebalanced to ensure that the full system satisfied State Aid standards without reconstruction to reduce costs and construction impacts. Numerous existing BMPs in the project area required analysis to demonstrate negligible impacts by the project.

Dakota County 179th Street and Dodd Boulevard Corridor Study. Led the preliminary drainage design, including storm sewer, stormwater BMPs and a crossing with North Creek. Identified strategies to minimize impacts to North Creek by adjusting roadway geometry. Assembled project wide stormwater modeling to verify project compliance with regulatory requirements and determined storm sewer and ditch elements to provide drainage in portions of corridor with minimal grades.

Anoka County CSAH 78 (Hanson Boulevard) and BNSF Grade Separation Preliminary and Final Design, Coon Rapids, Minnesota. Jeremy managed the stormwater design and utility coordination efforts for this project to grade separate Hanson Boulevard from the BNSF Railroad. The drainage design added flood protection for the roadway in a landlocked area while meeting stormwater treatment requirements. Stormsewer routing was complicated by multiple bridges and MSE retaining walls. Utility coordination involved 9 owners, including relocation of 30-inch watermain and 12 inch sanitary sewer. The tight corridor led to a joint trench design for private utility relocations, utilizing a shared casing for crossing the BNSF railroad.

**Dean Dusheck, LS | Survey/Right of Way**

Dean has 40 years of experience as a professional land surveyor and supervises SRF's survey operations. Respected as a detail-oriented land surveyor and efficient supervisor, he is involved in all SRF projects where design surveys and/or land surveys are required. Dean's involvement extends beyond surveys prepared by SRF and includes quality control reviews of mapping and survey-related data received from third parties. He has provided land surveying services, including right of way research and legal descriptions, for hundreds of SRF projects.

**Mike Aaron, PE | Utility Coordination**

Mike has more than 25 years of experience in site planning, municipal engineering, utility coordination, highway and trail design, hydraulic analysis and stormwater management. His municipal and site development expertise includes project management, feasibility, predesign, demolition, layout, drainage, utilities, grading, detailing, and supporting specifications as well as permitting and contract administration. He has demonstrated his outstanding civil/site skills on many of SRF's well-known municipal facilities, commercial, and retail site development projects. Mike has led utility coordination efforts on several projects over the past 20 years.

University of Minnesota Pillsbury Drive Reconstruction, Minneapolis, Minnesota. Project manager for this roadway and utility reconstruction project in the heart of the Minneapolis campus. Mike led SRF's team from concept planning through construction completion on this multi-use corridor at the University of Minnesota. The roadway reconstruction and adjacent plazas were designed to provide preferred use for bicyclists and pedestrians. Significant utility coordination was required to address the many existing aged and undocumented utilities.

University of Minnesota Church Street South Reconstruction, Minneapolis, Minnesota. Lead civil engineer on the project, which included the conversion of an existing street into a pedestrian/bicycle corridor with limited vehicular access. Permeable pavers were used for stormwater management on the project. Staging of construction was critical so that an existing parking ramp access could remain open during the construction phase of the project.

Robert Street Reconstruction, West St. Paul, Minnesota. Lead civil engineer for watermain replacement through the project limits. Replacement of aged watermains required significant coordination with existing utilities and proposed storm sewer. Unstable subgrade soils required portions of the watermain replacements to be placed on helical piers.

**Craig Vaughn, PE, PTOE | Advisor/Engagement Coordinator**

Craig has more than 21 years of experience in traffic and transportation engineering and planning and leads SRF's public engagement practice. His abilities include performing a wide variety of traffic and transportation project work such as traffic impact studies, transportation plans, corridor studies, transit planning, multimodal plans, travel demand forecasts, and freeway modeling. Craig has also managed many multidisciplinary projects. His strength is in overall project coordination and delivery coupled with *facilitation of efficient and effective public involvement process. He will work closely with Jono to develop a stakeholder engagement plan.*

**Jeffery K. Voyer, PE (AET) | Geotechnical**

Jeff has served as AET's lead geotechnical engineer and project manager for the projects listed below. As the lead, he has prepared and directed soil boring/cone penetration test (CPT) work plans for evaluation of geotechnical soil/bedrock properties, conducted analysis, and authored the geotechnical reports.

**Mike Hultgren, PG, CPG (AET) | ESA Phase I & II**

Mike Hultgren has over 29 years of experience in providing a wide range of environmental consulting services to clients throughout the upper Midwest. His diverse background of projects includes investigation/cleanup of petroleum, chlorinated solvent and agricultural chemical impacts, property transfer due diligence, preparation and implementation of response action plans, and assessment of multiple properties along highway construction corridors. He will lead the ESA Phase I & II.

**Michael Picha, PLS (T2) | Utility SUE/Coordination**

Mr. Picha manages the day-to-day operations of the Subsurface Utility Engineering (SUE) and Utility Coordination (UC) projects from T2's Minnesota branch office. He is the Project Manager and point of contact for all of T2's current Minnesota projects and thoroughly familiar with MnDOT policies and procedures. In addition, Michael has 16 years of experience in the land surveying industry and experience in many types of surveys including subsurface utility engineering, boundary, ALTA, topographic, and subdivision surveys. Mr. Picha is a licensed Land Surveyor in the state of Minnesota, among others.

**Minh Nhat Huynh, PE | Civil Designer**

Minh has 8 years of professional experience involves a broad range of municipal roadway design activities from preliminary to final design. Minh has experience incorporating transit, designing roundabouts and incorporating ADA features into projects. He is proficient with design using AutoCAD Civil 3D. He has an understanding of MnDOT specifications and local agency municipal design standards. Minh also has experience with construction and maintains inspection and testing certifications from MnDOT and the American Concrete Institute.

Since joining SRF, Minh has gained a strong understanding of MnDOT and Municipal design standards and specifications, which enables him to efficiently develop designs for civil projects. The following projects are similar in scope and objective for reconstruction or rehabilitation of roadway and pavement along 117 St proposal for Dakota County.

Dodd Boulevard Corridor Study, City of Lakeville, Dakota County. Developed different roadway alternatives to convert a 2 lanes roadway rural section to a 3-lane urban roadway section with multi-use trail.

179th Street Reconstruction, City of Lakeville, Dakota County. Lead designer of roadway, pedestrian facilities and roundabout design on the Dakota County 179th Street roadway reconstruction project. Developed project elements to meet county, city and state aid specifications. Prepared cost estimate and state aid checklist for approval. Coordinate utility conflict with private and public entities.

Bridge Ave (CSAH 22), City of Albert Lea, Freeborn County. Developed construction plans for full roadway reconstruction along a major collector in the City of Albert Lea that involved local and federal funding. Close collaboration with all stakeholders and the public to meet interests and priorities.

**Rachel Burnham, PE | Modeling**

Rachel has 10 years of experience related to rural and urban roadway design. Her project experience includes geometric design ranging from multi-use trails to major interstate highways and the production of PS&E documents. She has produced alignment and profile layouts, drainage design and details, typical sections, and cross-sections in accordance with Civil 3D standards. In addition to design, Rachel has assisted with corridor studies by collecting and analyzing traffic and crash data, writing reports, and presenting findings to clients and the public. Rachel was recently instrumental in several site design projects in Wisconsin. She produced demolition and site plans and grading and erosion design. She is familiar with agency and utility coordination and has coordinated and participated in various aspects of public involvement including stakeholder meetings, public informational meetings, and homeowner mailings. She also has experience with Civil 3D and AutoCAD.



Ken Helvey | Right of Way

Ken leads SRF's Real Estate Services Group and manages the acquisition, relocation, and appraisal processes for infrastructure, utility, and development projects. Since 1993, he has

provided public and private sector clients with project management, acquisition, compilation of information to prepare work files, coordination of appraisals, negotiations with land owners to acquire right of way and settle damages, completion of relocation services, recording of pertinent documents, and closing of files and preparation of closing documents.

Ken has worked closely with the Minnesota Department of Transportation and the U.S. Army Corps of Engineers as well as many local, municipal, county, and state agencies. Additionally, Ken has worked with a number of non-profit organizations. He has successfully completed the relocation, acquisition, and negotiations for hundreds of residential and commercial parcels.



Tom Sachi, PE | Traffic Technical Analysis

Tom's work focuses on traffic impact studies, corridor studies, and evaluations of new data collection technologies. Tom has worked on projects throughout the Midwest, , using a mul-

titude of traffic operations/capacity analysis tools and softwares to analyze projects. He has also completed multiple interchange access or operations reports. Tom co-authored the Addressing Citizen Requests for Traffic Safety Concerns guidebook, which won the 2018 APWA Exceptional Performance in Journalism Award. He has worked on 100+ residential and commercial development traffic studies, and 15 school-related TMPs. Additionally, Tom has led several large-scale data collection efforts throughout the Midwest.



Nicole Zappetillo | Wetland Specialist

Nicole has 12 years of experience, including nearly five years working for the North Dakota Department of Transportation as an environmental scientist. Her strong environmental

background experience includes writing and reviewing NEPA documentation for highway and trail projects, as well as completing numerous field and office wetland delineations and reports. Her work at SRF includes preparation of federal and state environmental documents, wetland delineation/reports, and public involvement activities.

ATTACHMENT D

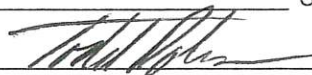
Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

CONTRACTOR NAME: SRF Consulting Group FEDERAL TAX ID NUMBER: 41-0847319

Company Address: 3701 Wayzata Boulevard, Suite 100

City: Minneapolis State: MN Zip Code: 55416

Contact Person:  Title: President

Phone Number: 763.475.0010 Fax Number: 1.866.440.6364 email: tpolum@srfconsulting.com

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any City employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any City employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any City employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any City employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to City of Inver Grove Heights in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

 President 02-22-21
Authorized Signature Title Date

You are advised that if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the City Council for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by City of Inver Grove Heights.

Submit this form as part of the Bid, Proposal or Quote response.

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature.

ATTACHMENT E

Trade Secret Information Form

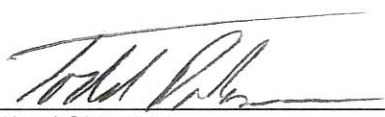
The following form must be provided by Responder to assist the City in making appropriate determinations about the release of data provided in Responder's bid or proposal.

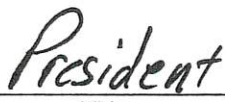
All responders must select one of the following boxes:

- ☒ My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process;
AND
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the Bid, Proposal or Quote response.


Authorized Signature


Title


Date

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a "WET" signature. Digital signatures are NOT accepted.

SRF Consulting Group, Inc.
Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



Subconsultants

TASK NO.	SUMMARY OF TASKS
1.0	Project Management
2.0	Public and Agency Involvement
3.0	Surveys and Mapping
4.0	Environmental
5.0	Traffic Analysis
6.0	Geotechnical Information
7.0	Public and Private Utility Identification and Coordination
8.0	Right of Way
9.0	Preliminary Engineering
10.0	Drainage Design
11.0	Traffic Control/Staging
12.0	Roadway Plans/Layout
13.0	Feasibility Study
14.0	Project Submittal & Additional Tasks
15.0	Permits and Approvals

Project Overview.
This project consists of developing the preliminary design (30% layout and cross section and tabulation plans), environmental documentation and establish right of way needs for the reconstruction of 117th Street in the City of Inver Grove Heights between TH 52 and Rich Valley Boulevard. The goal of this project is to identify and layout the reconstruction of the current 2 lane rural roadway to a modernized facility with dedicated turn lanes to meet the current needs and into the future. The design of 117th Street will follow City of Inver Grove Heights, MNDOT State Aid and Dakota County standards. Construction is planned to begin by the Spring of 2024.

SRF Consulting Group, Inc.

Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PROF	PROF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Wiebe John Macdon	Shane Karch Dean Duaneck Jeremy Nielsen Rachel Burnham	Edin Djokic Jono Cowgill Mike Fisher	Min-niuyin Nicole Zappellato Tom Sachs Krista Palmer Anna Jurak	Zach Thelen Melissa Friesse Colin Schroeder Lina Thelen Noel Harrington	Russ Cooke Jana Angell Troy Williamson	Staff			ASST 12		
1.0	Project Management <i>Assumptions:</i> Project duration: 15 months (April 2021 - June 2022) <i>Client Deliverables:</i> Provide project oversight and direction Review and approve submittals in a timely manner Furnish copies of pertinent project correspondence and project data Attend all meetings with project stakeholders and respond to questions and comments													
1.1	Develop and implement a Project Management Plan and Monitor progress and manage consultant staff and sub-consultants	100	0	0	0	0	0	0	0	100	\$15,500			\$15,500
1.2	Provide progress and status update reports submitted monthly	6	4	0	0	0	0	0	0	10	\$1,734			\$1,734
1.3	Provide and update look ahead project schedule showing a four (4) week window Assumes 14 schedules and updates to cover the 15 month duration	14	0	0	0	0	0	0	0	14	\$3,892			\$3,892
1.4	Submit invoices monthly	4	4	0	0	0	0	0	0	8	\$1,424			\$1,424
1.5.1	Schedule and attend PMT meetings: coordinated with the City's and County's project managers. Assumes 10 monthly virtual meetings (1 hour each) and 5 in-person meetings (2 hours each including travel) for 2 people (\$320/mtg - Virtual & \$635/mtg - In Person)	20	4	0	0	16	0	0	0	40	\$5,856			\$5,856
1.5.2	Hold weekly check-in phone calls / video conference check in meetings with the PM, and the City and County PM. Assumes 1 persons for 30 minutes on weeks where PMT is not held (50 check-in meetings)	25	0	0	0	0	0	0	0	25	\$3,875			\$3,875
1.6	Provide agendas and meeting minutes for every meeting	15	0	0	0	0	0	0	0	15	\$4,170			\$4,170
1.7	Provide timely copies of critical correspondences and project issue data	30	0	0	0	0	0	0	0	30	\$4,650			\$4,650
1.8	Provide draft newsletters, meeting drawings, and graphics Deliverables included in Task 2.4	0	0	0	0	0	0	0	0	0	\$0			\$0
1.9	Provide timely inputs regarding issues that must be resolved regarding the design on an as-needed basis	15	0	0	0	0	0	0	0	15	\$2,325			\$2,325
1.10	Coordinate activities with all stakeholders via phone, e-mail, and written correspondence	30	0	0	0	0	0	0	0	30	\$4,650			\$4,650
1.11	Identify and Implement QA/QC Management and QC operations	0	40	0	0	0	0	0	0	40	\$8,040			\$8,040
1.12	Mileage and Misc. Expenses												\$550	\$550
1.13	Website development and maintenance is included in Task 2.6													
	SRF Deliverables: * Project Management Plan that defines tasks, schedule, deliverables, and quality management protocol * Monthly progress and status reports and invoices * Meeting scheduling and site/facility arrangements * Budget/schedule monitoring (with ongoing updates to schedule) * Regular communication with county project manager - weekly basis * Coordination with key stakeholders via telephone, email, voicemail, written correspondence * Prepare materials for county website updates, prepared standalone project website * QA/QC													
	SUBTOTAL - TASK 1	250	52	0	0	16	0	0	0	29	\$56,116	\$0	\$550	\$56,666

SRF Consulting Group, Inc.
Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PROJ	PROJ	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/ DELIVERABLE
		Steve Miller	Mina Turner Craig Vaughn Andrew Marke John Mazzio	Mike Aaron Dean Duanbeck Jeremy Nielsen Rachel Suntham	Emi Sekjora Jono Cowgill Mike Fisher	Mimi Haghighi Noelle Zappetillo Tom Sach Krisa Palmer Anna Jurak	Zach Thelen Melissa Friese Colin Schroeder Lina Treash Noelle Harrington	Russ Coors Jana Ansell Troy Williamson	Staff			AST T2		
2.0	Public and Agency Involvement													
	<u>Assumptions:</u>													
	Open Houses (both virtual and in-person) 3 staff at each meeting, 1.5 hr meetings, 2.5 hr prep/travel													
	Virtual open house inc 10 hrs prep by Engagement staff and 2 hrs mtg tech support													
	In person open houses inc 12 hrs engagement prep ea													
	Stakeholder meetings 15 mtgs @ 1 hr each 2 staff													
	Newsletters/exhibits 15 hrs per phase (3 phases)													
	PIP includes 26 hrs prep, 8 hrs for updates													
	Corridor stakeholder meetings incl 2 staff for each meeting (15 total meetings @ 2 hrs ea) and 4 hrs coordination support from Engagement staff													
	Website will take 6 hrs for origination and 2 hrs/mo maintenance													
	Railroad coordination mtg includes 8 hrs setup, 2 hrs for meeting													
	Concept 3D visualizations baseline of 40 hrs													
	2 City Council meetings, 2 hrs/meeting for 2 staff and prep													
	<u>Client Deliverables:</u>													
	Timely review of all documents													
	List of stakeholder contacts													
	Coordinate Inver Grove Heights Council meetings													
	Public participation and newsletter mailing lists													
2.1	Public and Agency Involvement Plan	4	0	0	0	32	0	0	0	36	\$4,524			\$4,524
2.2	Approach													
2.2.1	Public involvement kickoff meeting with County and City staff	2	0	0	3	0	0	0	0	5	\$679			\$679
2.2.2	Public Open Houses (3)	12	8	4	0	36	0	0	12	72	\$10,012			\$10,012
2.2.3	Corridor Stakeholder Meetings (15)	30	0	30	0	4	0	0	0	64	\$10,208			\$10,208
2.2.4	Inver Grove Heights Council Meetings (2)	0	4	4	0	2	0	0	0	10	\$1,724			\$1,724
2.3	Railroad Coordination	0	10	0	0	0	0	0	0	10	\$2,010			\$2,010
2.4	Newsletters and Exhibits	6	0	0	0	39	0	0	0	45	\$5,688			\$5,688
2.5	Concept Design 3D Visualizations FOR PREFERRED ALTERNATIVE	0	0	40	0	0	0	0	0	40	\$6,760			\$6,760
2.6	Develop and host a website for the project (15 months)	0	0	0	0	36	0	0	0	36	\$4,392		\$550	\$4,942
2.7	Mileage												\$300	\$300
2.8	Postage												\$600	\$600
	<u>SRF Deliverables:</u>													
	Flyover video of preferred alternative for Open House #3													
	PIP													
	Open House Materials and Newsletters													
	SUBTOTAL - TASK 2	54	22	78	3	149	0	0	12	318	\$45,997	\$0	\$1,450	\$47,447

SRF Consulting Group, Inc.

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		Steve Miller	Mike Turner Craig Vaughn Andrew Melke John Maczko	Mike Aaron Dean Dunsack Jeremy Nielsen Rachael Burnham	Em Segura Jana Cowgill Mike Fisher	Winn Huggin Nicole Zappellilo Tom Sach Kosta Palmer Anna Jurkic	Zach Thelen Melissa Friesse Colin Schroeder Lilia Theisen Nole Harrington	Russ Gorm Jake Amel	Troy Williamson			42 T2		
3.0	Surveys and Mapping Assumptions: Information gathered for Subtasks 3.3 and 3.4 is utilized and described in Task 1.0 Client Deliverables: GIS Data Set of the following: Elevation/topographic data (1ft LIDAR TIN Model) Property Information Contaminated Sites Inventory Floodplain Roads and other physical infrastructure Develop and implement a plan for surveying the corridor and gathering appropriate data for preliminary and final design engineering													
3.1	Control Surveys	0	0	0	0	0	0	30	0	30	\$3,360			\$3,360
3.2	Topographic surveys, process field data, create excel spreadsheet of survey points and create appropriate AutoCAD Civil 3d files	0	0	10	0	0	0	120	0	130	\$15,130			\$15,130
3.3	Preliminary Hydraulics covered in Task 1.0	0	0	0	0	0	0	0	0	0	\$0			\$0
3.4	Hydraulic Surveys covered in Task 1.0	0	0	0	0	0	0	0	0	0	\$0			\$0
3.5	Utility locates by partner T2 Utility Engineering (See Task 7)	0	0	0	0	0	0	0	0	0	\$0			\$0
3.6	Survey vehicle mileage												\$300	\$300
	SRF Deliverables: Excel spreadsheet and AutoCAD Civil 3d files													
	SUBTOTAL - TASK 3	0	0	10	0	0	0	150	0	160	\$18,490	\$0	\$300	\$18,790
4.0	Environmental Assumptions: - Project will be reviewed as a Class II action (Categorical Exclusion) under NEPA. Assumes preparation of MnDOT State Aid Short Form C-List. CATEX. Assumes project falls under the MnDOT/FHWA programmatic Categorical Exclusion agreement, and FHWA review of the Short Form C-List. CATEX is not required. - State Environmental Assessment Worksheet (EAW) is not required. Project does not meet a mandatory EAW threshold. - Section 7 - Endangered Species Act (ESA) determination to be provided by MnDOT Office of Environmental Stewardship (OES). Assumes a no effect determination for all listed species in Dakota County. If surveys for federally-listed species are required, additional scope will be prepared. - Department of Natural Resources (DNR) to provide Natural Heritage Inventory (NHI) review. Assumes no effect to state-listed threatened or endangered species and no surveys required. - Cultural resources review to be completed by MnDOT Cultural Resources Unit (CRU). Assumes no architectural history and archaeology surveys. Assumes a no historic properties determination from CRU, concluding the Section 106 process. - Assumes no Section 4(f) involvement. - Assumes no Section 6(f) involvement. - Project would not affect farmland. Form AD-1006 and coordination with Natural Resources Conservation Service (NRCS) not required. - Project would not significantly affect air quality. No quantitative air quality analysis required. MSAT analysis to be completed following FHWA prototype language for exempt projects. (See Task 4.14 below). - Assumes that the Project is considered a Type III project under 23 CFR 772. Traffic noise analysis not required.													

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		Steve Miller	Mike Turner Craig Vaughn Andrew Melise John Mazzio	Mike Aaron Dean Duheek Jeremy Nielsen Rachel Burdham	Erin Seyora Joni Cogoli Mike Fierol	Mimi Huanh Nicole Zappettio Tom Bach Krista Palmer Anna Jurak	Zach Treisen Melisa Friesse Colin Schroeder Lila Theisen Noie Harrington	Russ Coons Jake Ansell Troy Williamson	Start			AET 12		
	<i>Italicized text has been utilized directly from the Request for Proposal.</i>													
	<i>Non-italicized text is provided by SRF to modify or supplement the scope from the RFP</i>													
	- Assumes no floodplain impacts. Assumes no fill placed below the flood elevation and no rise in flood elevations. - Environmental justice. Assumes no low-income and/or minority populations in the project area. - No public involvement/public hearings required in conjunction with the environmental review process. - Assumes no design exceptions. - Assumes no future phases to be described in the Short Form C-List CATEX. - Phase I ESA performed by AET. The scope of work and any additional compensation for Phase II ESA and Response Action Plan (RAP) shall be addressed through amendment(s) to the contract or through a separate RFP to consultants. <u>Client Deliverables:</u> - Review of draft and final PM. - Signature on final PM.													
4.1	Environmental Task Project Management	0	0	4	0	0	0	0	0	4	\$676			\$676
4.2	Initial Agency Coordination	0	0	0	6	0	0	0	0	6	\$738			\$738
	- Coordinate with the City, Dakota County and MnDOT State Aid (Metro and Central Office) regarding the NEPA class of action (Class II action - Categorical Exclusion) documentation format, and environmental review process. Assumes preparation of a MnDOT State Aid Short Form C-List CATEX.													
4.3	Data Collection	0	0	0	5	0	10	0	0	15	\$1,685			\$1,685
	- Compilation and review of existing data to help inform NEPA document. - Prepare description of project cost, anticipated funding sources, anticipated schedule, and key contacts for environmental document.													
4.4	Prepare description of existing conditions and proposed improvements	0	0	2	12	0	4	0	0	18	\$2,242			\$2,242
	- Prepare purpose and need statement. - Information from federal funding application and traffic analysis (Task #5) to be used for the Purpose and Need Statement. - Assumes City and County provides background information regarding pavement conditions/needs.													
4.5	Describe project alternatives, alternatives evaluation process, and a rationale for identifying a Preferred Alternative	0	0	1	8	0	2	0	0	11	\$1,367			\$1,367
	- Assumes no analysis of other reasonable location or design alternatives. - Assumes PM will address a No Build (do nothing) alternative and one Build Alternative (preferred alternative).													
4.6	Summarize public involvement activities	0	0	0	0	0	2	0	0	2	\$214			\$214
4.7	Section 4(f) Involvement	0	0	0	0	0	1	0	0	1	\$107			\$107
	- Review project area for potential Section 4(f) resources. Assumes no Section 4(f) involvement.													
4.8	Section 6(f)/LAWCON involvement	0	0	0	0	0	0	0	0	0	\$0			\$0
	- Assumes no Section 6(f)/LAWCON involvement.													
4.9	Historic and Archaeological Resources (Section 106 review)	0	0	0	3	0	6	0	0	9	\$1,011			\$1,011
	- Cultural resources. Coordinate Section 106 review with MnDOT CRU. Submit MnDOT State Aid cultural resources review form.													
4.10	Assumes no architectural history and archaeology surveys	0	0	0	3	0	5	0	0	8	\$904			\$904
	- Threatened and Endangered Species (Federal and State). - Threatened and endangered species. Coordinate with MnDOT CES regarding federal threatened and endangered species. Submit MnDOT State Aid T&E review form.													
4.11	Prepare and submit NHIS search request to DNR	0	0	0	2	0	4	0	0	6	\$674			\$674
	- Right-of-way. - Summarize number of parcels affected and amounts (permanent easements, permanent right of way, temporary easements). Prepare right of way impact figure.													
4.12	Hazardous Materials	0	0	0	6	0	6	0	0	12	\$1,380			\$1,380

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		Steve Miller	Mike Turner Craig Vaughn Andrew Mielke John Mazzio	Mike Aaron Darin Duerbeck Jeremy Nielsen Rachel Burnham	Erin Sajkora Jono Conigli Mike Felter	Mimi Hynth Nicole Zappellio Tom Sach Korata Palmer Anna Julsk	Zach Thelen Ruba Coons Jana Kresl Colin Schroeder Lilla Thelen Nole Harrington	Ruba Coons Jana Kresl Troy Williamson	Start			AET 12		
	<i>Italicized text has been utilized directly from the Request for Proposal.</i> Non-italicized text is provided by SRF to modify or supplement the scope from the RFP.													
	- Coordinate Phase I ESA task with sub-consultant. - Summarize findings of Phase I ESA in CATEX. - Assumes coordination with MnDOT Contaminated Materials Management Team (CMMT) is required for work within trunk highway (TH) 52 right of way. - Prepare Coordinate Contaminated/Regulated Material Checklist for Cooperative Construction Projects.													
4.13	Farmstead Protection Policy Act (FPPA) of 1981	0	0	0	0	0	1	0	0	1	\$107			\$107
4.14	- Assumes no farmland impacts. Coordination with NRCS not required. - Air Quality - Prepare qualitative air quality assessment using MnDOT State Aid template (no significant impacts; project is not considered regionally significant). Assumes discussion of mobile source air toxics (MSAT) using FHWA's "Appendix A" guidance for exempt projects.	0	0	0	2	0	0	0	0	2	\$246			\$246
4.15	- Construction and Highway Traffic Noise - Assumes project is classified as Type III project. No traffic noise analysis required.	0	2	0	2	0	2	0	0	6	\$862			\$862
4.16	Floodplain management	0	0	0	0	0	1	0	0	1	\$107			\$107
4.17	- Review FEMA mapping. Assumes no floodplain impacts. - Wetland Protection/Section 404/Wetland Conservation Act (WCA) - Prepare MnDOT State Aid Wetland Impact Assessment & Two-Part Finding form. Include form as an attachment to Short Form C-List CATEX.	0	0	0	3	0	6	0	0	9	\$1,011			\$1,011
4.18	- Water Pollution (MPCA/NPDES) - Identify amount of disturbance and new impervious surface areas. Identify need for NPDES permit. - Provide description of BMPs/methods for managing stormwater runoff. - Summarize erosion control BMPs.	0	0	1	4	0	8	0	0	13	\$1,517			\$1,517
4.19	- Controversy (assumes none) / EQS categorization (State environmental review not required).	0	0	0	0	0	0	0	0	0	\$0			\$0
4.20	- Environmental Justice - Review U.S. Census 5-Year American Community Survey data. Prepare Census map of study area. Assumes no low-income or minority populations in study area.	0	0	0	4	0	6	0	0	10	\$1,134			\$1,134
	- Prepare Census map of study area. - Assumes no low-income or minority populations in study area.													
4.21	Summarize agency coordination. Identify required permits/approvals.	0	0	0	2	0	2	0	0	4	\$460			\$460
4.22	- Prepare geometric design tables, including existing and proposed typical sections. Assumes no design exceptions.	0	0	0	2	0	8	0	0	10	\$1,102			\$1,102
4.23	Identify/describe safety enhancements and traffic during construction.	0	0	0	2	0	2	0	0	4	\$460			\$460
4.24	- Prepare Short Form C-List CATEX. - Prepare report purpose, existing condition, project description, cost and funding, and schedule. - Prepare graphics for Short Form C-List CATEX including project location map, and project layout/design. - Assemble draft Short Form C-List CATEX based on environmental and design studies. - Submit draft Short Form C-List CATEX for City review (electronic version). Revise draft Short Form C-List CATEX based on City comments. Submit draft Short Form C-List CATEX to MnDOT District 6 for review (electronic version). MnDOT District 6 to transmit draft Short Form C-List CATEX to MnDOT Central Office for review. - Revise draft Short Form C-List CATEX based on MnDOT State Aid comments (Assumes no major revisions.) - Prepare final Short Form C-List CATEX (electronic version), provide to City for signature. Submit final signed Short Form C-List CATEX to MnDOT State Aid for approval (Metro District and Central Office).	0	0	2	24	0	10	0	0	36	\$4,360			\$4,360
4.25	DNR Natural Heritage Information System (NHIS) database review fee												\$90	\$90
4.26	- Environmental Sampling and Geotechnical Borings - Work performed in this task will be completed by AET and is shown as a direct expense.											\$9,295		\$9,295

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		Steve Miller	Mike Turner Craig Vaughn Andrew Melke John Maczko	Mike Aaron Dean Duheek Jeremy Nielsen Roderic Burnham	Erin Seybold Jono Cowgill Mike Fisher	Mimi Hughton Nicole Zappetello Tom Sach Krista Palmer Anna Jurisk	Zach Thelen Melisa Frasse Corinn Schroeder Lila Thiesen Nore Harrington	Russ Coons Jake Ansell Troy Williamson	Staff			AET T2		
4.27	Conduct geotechnical borings and environmental screening Perform lab analysis of soil samples Phase I Environmental Site Assessment (ESA) Work performed in this task will be completed by AET and is shown as a direct expense Complete a review of all available regulatory information, including those available from local, state and federal sources Review all available historical data and information from Dakota County, Inver Grove Heights and other partnering agencies Incorporate results of environmental soil sampling and lab analysis results into the Phase I ESA report Prepare a Phase I ESA report that summarizes findings for all parcels within the project area Identify potential sites of concern, rank them according to MnDOT CMMT protocols, and provide recommendations on the necessity of a Phase II ESA or other investigations Prepare a Phase I ESA report in accordance with MnDOT, MPCA and Dakota County requirements <u>SRF Deliverables:</u> Draft and Final Short Form C-List CATEX (Adobe PDF and MS-Word Format) Phase I ESA (to be completed by AET)											\$16,498		\$16,498
SUBTOTAL - TASK 4		0	2	10	90	0	86	0	0	188	\$22,364	\$25,793	\$90	\$48,247

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		Steve Miller	Mike Turner Craig Vaughn Andrew Melke John Maczeko	Mike Aaron Dean Dunne Jeremy Nielsen Rachel Burnham	Erin Seykora John Cowgill Mike Fisher	Minh Huynh Nicole Zappella Tom Sachi Krista Palmer Anna Jurak	Zach Theisen Melissa Pirose Colin Schroeder Lila Thiesen Katie Harrington	Russ Coore Jana Ansell Troy Williamson	Staff			AET T2		
5.0	Traffic Analysis <i>Assumptions:</i> All turning movement counts will be conducted via video-based counts. Existing counts will be used to verify current counts. Will use VISSIM for traffic modeling. Assumes 4 in-person meetings for 2 staff, 1 hour in duration for various PMT's and stakeholders meetings. <i>Client Deliverables:</i> Previous traffic engineering reviews (2008 through 2018) Technical assistance with 2040 traffic forecasts													
5.1	Collect 13-hour Turning Movement Counts at up to 8 Intersections	0	0	0	0	0	14	0	0	14	\$1,498			\$1,498
5.2	Collect 24-hour Turning Movement Counts at Pine Bend Land Fill Driveways (Two Intersections)	0	0	0	0	0	4	0	0	4	\$428			\$428
5.3	Develop 2040 No Build and Build Forecasts	0	1	1	2	8	8	0	0	20	\$2,448			\$2,448
5.4	Existing and No Build Operations	0	1	0	4	0	24	0	0	29	\$3,261			\$3,261
5.5	Model Up to three (3) Build Roadway Alternatives	0	1	0	4	0	16	0	0	21	\$2,405			\$2,405
5.6	Truck Queueing Analysis (Model Up to three (3) Access Configurations)	0	1	0	2	0	10	0	0	13	\$1,517			\$1,517
5.7	Traffic Memorandum	0	2	0	8	0	20	0	0	30	\$3,526			\$3,526
5.8	Meetings	0	8	0	8	0	0	0	0	16	\$2,592			\$2,592
5.9	Processing of video counts by vendor												\$3,800	\$3,800
5.10	Mileage & Misc Expenses												\$300	\$300
	<i>SRF Deliverables:</i> Technical Traffic Memorandum													
	SUBTOTAL - TASK 5	0	14	1	28	8	96	0	0	147	\$17,675	\$0	\$4,100	\$21,775
6.0	Geotechnical Information <i>Assumptions:</i> Portions of Subtask 6.2 covered in Task 10 include: Dimensions of all proposed stormwater basins and ditches, stormwater facility typical section as determined by analysis, submitting a drainage package													
6.1	Geotechnical Investigation performed by American Engineering Testing Inc											\$27,000		\$27,000
6.1.1	Perform necessary geotechnical investigations for preparation of pavement and infrastructure design													
6.1.2	Investigation needed for the design of all necessary drainage facilities including preliminary soils surveys, engineering analysis, infiltration testing, laboratory and field soils testing													
6.1.3	Coordination of work and access needed on all properties													
6.1.4	Obtain a R/W / Utility Permit from County as needed													
6.1.5	Gopher State One-Call to locate and avoid existing utilities													
6.1.6	Prepare and submit a pavement design section and materials design recommendation													
6.2	Support and coordination (Time shown is for SRF to coordinate and support the Geotechnical Effort.)	0	0	0	0	4	0	0	0	4	\$488			\$488
	<i>SRF Deliverables:</i> Geotechnical Report and MDR													
	SUBTOTAL - TASK 6	0	0	0	0	4	0	0	0	4	\$488	\$27,000	\$0	\$27,488

SRF Consulting Group, Inc.

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TASK NO.	TASK DESCRIPTION	PM Steve Miller	PRINCIPAL Mike Turner Craig Vaughn Andrew Meike John Mazzola	SR ASSOC. Mike Karon Dean Dufneck Jeremy Nielsen Rachel Burnham	ASSOCIATE Erin Seykora Jono Cowgill Mike Fisher	SR PROJ Mimi Morym Nicole Zappellio Tom Sachs Kirsta Palmer Anna Jurkic	PROJ Zach Thelen Melisa Friese Collin Schroeder Lila Thelen Nora Harrington	TECHNICAL Rias Corne Jake Ansel Troy Williamson	ADMIN Staff	TOTAL HOURS	SRF COST	SUB CONSULTANTS ACT T2	EXPENSES	TOTAL COST/ DELIVERABLE
7.0	Public and Private Utility Identification and Coordination Assumptions. Utility designating consistent with C/ASCE 38-02 Quality Level (QL) as follows Utility SUE and mapping performed by T2 on all utilities to QL B and QL A for up to 2 miles of pipeline and at QL A for up to 4 critical underground utility crossings <u>Client Deliverables.</u> Utility mapping and as-builts for all City owned facilities The City of Inver Grove Heights will provide the consultant with any information regarding the age and condition of existing sanitary sewer, water main and storm sewer infrastructure													
7.1	Assess the needs of the City's infrastructure including sanitary sewer, sanitary sewer extension, water main, storm sewer, and any other existing or proposed public utilities within the project corridor	0	0	10	0	0	20	0	0	30	\$3,830			\$3,830
7.2	Coordinate and make recommendations for City utility improvements within the corridor to the City of Inver Grove Heights Public Works Director as part of the Preliminary Design, and prepare preliminary detailed engineer's estimates, as necessary to evaluate the utility infrastructure and proposed improvements	0	0	10	0	0	20	0	0	30	\$3,830			\$3,830
7.3	Identify private/public utility locations, and any necessary relocations or adjustments for the project. Follow the MnDOT Utility Coordination Process as detailed in the current version of the MnDOT Utilities Manual. Utility Coordination Best Practices, and Consultant Project Manager Checklist. The MnDOT Utility Coordination Process will be followed through step 4. The remaining steps will be required as the final design process. This task accounts for Step 1 GSDC and Step 3 Confirmation of Utilities	0	0	20	0	0	8	0	0	28	\$4,236			\$4,236
7.4	Prepare for and conduct one (1) utility coordination meeting with all utility companies within the project limits being invited. (Step 2 Initial Meeting)	0	0	4	0	0	4	0	0	8	\$1,104			\$1,104
7.5	Prepare for and conduct up to six (6) utility coordination meetings with individual utility companies who may have facilities that will be impacted by the project. (Step 4)	0	0	12	0	0	6	0	0	18	\$2,670			\$2,670
7.6	Provide coordination with utility companies throughout the project to understand cost and schedule impacts of possible relocations	0	0	40	0	0	0	0	0	40	\$6,760			\$6,760
7.8	Utility SUE and mapping performed by T2 on all as stated in the assumptions. Complete utility base map of the corridor to be created by T2											\$132,422		\$132,422
7.9	Mileage (SRF) <u>SRF Deliverables.</u> Public and Private Utility Base Maps and tabulation Identification of utility impacts based on preliminary design Minutes from meetings with utility companies Copies of information provided to utility companies Evaluation of design modifications for utility impacts Engineer's costs estimates for proposed City utility improvements in the corridor												\$200	\$200
SUBTOTAL - TASK 7		0	0	96	0	0	58	0	0	154	\$22,430	\$132,422	\$200	\$155,052

SRF Consulting Group, Inc.
Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PROF	PROF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/ DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Michale John Maczek	Mike Aaron Dean Dushack Jeremy Nelson Rachel Burham	Erin Seyora Jono Cowgill Mike Fisher	Minh Huynh Nicole Zappetillo Tom Esch Krista Palmer Anna Jurak	Zach Theisen Melissa Friesse Colin Schroeder Lila Thesen Noel Harrington	Russ Coore Jake Ansell Troy Williamsen	Staff			AET 12		
8.0	Right of Way <i>Assumptions:</i> Assumes 12 adjacent properties <i>Client Deliverables:</i> County will provide the necessary owner and encumbrance reports													
8.1	A right of way base map will be prepared by a Minnesota licensed survey or under his direct supervision. The AutoCAD base map will be created by using available Dakota County public land survey information, found property monumentation, existing subdivision plats and County provided owner and encumbrance reports.	0	0	40	0	0	0	0	0	40	\$6,760			\$6,760
8.2	Proposed right of way will be determined from the preliminary design geometrics and shown on project plan sheets. A Dakota County right of way plat will be prepared in compliance with Minnesota Statute 160.085.	0	0	0	40	0	0	0	0	40	\$4,920			\$4,920
8.3	Individual parcel sketches will be prepared based on the plat and acquisition descriptions prepared referencing the plat.	0	0	10	12	0	12	0	0	34	\$4,450			\$4,450
8.4	Monument right of way plat.	0	0	0	0	0	0	20	0	20	\$2,240			\$2,240
8.5	Plat Mylars												\$500	\$500
	<i>SRF Deliverables:</i> Recordable right of way plat. Parcel exhibits and descriptions													
	SUBTOTAL - TASK 8	0	0	50	52	0	12	20	0	134	\$18,370	\$0	\$500	\$18,870
9.0	Preliminary Engineering <i>Assumptions:</i> Utilize Infraworks to develop conceptual design with construction limits to prepare and evaluate these concept alternatives. We will develop up to four (4) concept layouts for use at Open House and determining the preferred alternative. Concept layouts will consist of CADD concept layout drawings with lane, sidewalk, trail widths defined and colored to represent each feature. Typical sections will also be included on each layout. Mitigation of local access closures will be defined during layout development in Task 12. The concepts will keep in mind flexibility for future expandability, constructability, and minimization of impacts and costs. <i>Client Deliverables:</i> Review and comments on concept alternatives													
9.1	Typical sections for review and selection for concept development	8	0	0	0	40	10	0	0	58	\$7,190			\$7,190
9.2	Develop Alignments and Geometrics based on conceptual typical sections for the alternatives	8	0	0	0	40	100	0	0	148	\$16,820			\$16,820
9.3	Create at least three (3) layouts for an alternate design that provides for a 4-lane divided section along 117th St, 2-lane divided, and a compilation of 2 and 4 lane divided sections. Concept Layouts may include:	30	0	0	0	240	150	0	0	420	\$49,980			\$49,980
9.3.1	Expansion of 2-lane rural highway to 4-lane divided highway with trails along both sides of 117th Street													\$0
9.3.2	Reconstruction of 117th Street as a 2-lane divided highway with trails along both sides and expandable to a 4-lane divided highway													\$0
9.3.3	Reconstruction of 117th Street as a 2-lane divided highway or as a 3-lane highway with trails along one or both sides													
9.3.4	Consultant proposed alternative													

SRF Consulting Group, Inc.

Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PROF	PROF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Melville John Maczko	Mike Aaron Dean Dushack Jeremy Nielsen Rachel Burman	Erin Seykora Jon Cowgill Mike Fisher	Mimi Hynth Nicole Zappellio Tom Sach Kirsta Palmer Anna Jurak	Zach Thelen Mena Freese Colin Schroeder Lila Thelen Noel Harrington	Russ Coons Jake Anelli Troy Williamson	Staff			AET T2		
9.4	Concept cost estimates for each alternative (3)		2	0	0	0	16	8	0	0	26	\$3,118		\$3,118
9.5	Investigate and evaluate a proposed sanitary sewer extension to serve all parcels abutting 117th Street		2	2	0	0	4	16	0	0	24	\$2,912		\$2,912
9.6	Provide QA/QC for the Alternative Evaluation using SRF's QMP basic check. Review content of layout for consistency and state aid standards are met and scan documentation		4	4	0	0	18	0	0	0	26	\$3,620		\$3,620
	<u>SRF Deliverables:</u> Up to 4 concept alternatives in concept layout format that depict horizontal and vertical alignment, geometry, existing and proposed right of way, proposed storm water BMPs, existing utilities, extension of sanitary sewer with services, identifies impacts and 30% costs of each alternative													
	SUBTOTAL - TASK 9		54	6	0	0	358	284	0	0	702	\$83,640	\$0	\$0
10.0	Drainage Design <u>Assumptions:</u> WRE coordination anticipated with the following agencies: City of Inver Grove Heights Dakota County Lower Mississippi River Watershed Management Organization The project will disturb more than one acre of soil and an NPDES permit will be required. The project will create more than one acre of new impervious and permanent stormwater management system will be required per the NPDES permit and updated MS4 permit requirements (incorporated into city ordinances) Up to three (3) options will be reviewed in conjunction with the alternatives analysis for any significant drainage issues. A detailed hydraulic analysis will be completed for the preferred alternative only (tasks 10.5 to 10.13) Up to two (2) new or existing best management practices (ponds) will be analyzed (designed or modified) to meet the regulatory standards for the project. Water quality computations will not be required or completed. Stormwater BMPs will be designed utilizing accepted methodology resulting in typical removal efficiencies as listed in the Minnesota Stormwater Manual, but specific water quality loading and removal computations or modeling will not be required. Catch basin spacing analysis will not be required. Storm sewer cost estimates will be based on trunk line analysis and comparison to similar projects. Trunk storm sewer sizes will be calculated at critical locations to confirm viability of BMP locations and avoid major utility conflicts. Pipe sizes for laterals and other minor locations will be estimated for cost estimating or other needs. A Final Hydraulic Report summarizing the project impacts, design methodology and assumptions, regulatory environment and permitting needs, and design recommendations will be provided. A drainage overview map and supporting calculations will also be provided. No risk assessments or hydraulic memos will be completed as a part of the preliminary design. The project will not impact FEMA designated floodplains or DNR designated Public Waters. Existing landlocked areas receiving increased runoff from the corridor will be analyzed in conjunction with city flood elevation ordinances. HydroCAD hydrologic/hydraulic software will be used for analysis. Staging and temporary drainage needs will not be evaluated													

SRF Consulting Group, Inc.
Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PROF	PROF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/ DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Mielke John Maczko	Mike Aaron Dean Duchesne Jeremy Nielsen Rachel Buntham	Erin Soykora John Cowell Mike Fikner	Minh Huynh Nicole Zappetillo Tom Saath Krista Palmer Anna Jurisk	Zach Thelen Melsa Friese Collin Schroeder Lila Thesen Nile Hamington	Russ Coons Jana Ansell Troy Williamsen	Staff			AET 12		
<i>Client Deliverables</i>														
Technical reports and supporting documentation														
Record and As-built plans														
Current GIS files and mapping for the area, including contour information														
Electronic versions of all hydraulic models within the project corridor														
CAD drawings of existing drainage boundaries used for previous design studies														
10.1	Collect and review available data for the corridor including management plans, design standards, as-builts, etc. Prepare design criteria document and submit to Client for review. Includes one field walk by WR staff.	0	0	5	0	10	15	0	0	30	\$3,670			\$3,670
10.2	Coordinate with environmental agencies to identify key issues and resolve them early in the project development process. Hours shown here include preparation of materials, attendance, and meeting documentation (assumes remote meetings).	0	0	5	0	10	15	0	0	30	\$3,670			\$3,670
10.3	Analyze existing conditions. Determine drainage areas, times of concentration, and runoff curve numbers. Develop an existing conditions model to determine runoff volumes, discharge rates and HWL of existing landlocked basins.	0	0	15	0	15	30	0	0	60	\$7,575			\$7,575
10.4	Review roadway alternative designs for drainage and water resources issues. Provide comments to roadway design team comparing relative potential issues for each alternative. For the preferred alternative only, perform the following (tasks 10.5 to 10.12)	0	0	5	0	15	20	0	0	40	\$4,815			\$4,815
10.5	Determine preliminary trunkline pipe sizes and elevations from roadway low points and offsite connection points to proposed BMPs or offsite discharge points.	0	0	5	0	5	15	0	0	25	\$3,060			\$3,060
10.6	Determine preliminary centerline culvert sizes and verify cover requirements.	0	0	0	0	2	10	0	0	12	\$1,314			\$1,314
10.7	Identify drainage and construction easements and permanent right of way needed for drainage.	0	0	2	0	2	6	0	0	10	\$1,224			\$1,224
10.8	Review available cross sections and construction limits for impacts to drainage features. Recommend special ditch grades as necessary.	0	0	5	0	10	20	0	0	35	\$4,205			\$4,205
10.9	Review soils and contamination data to evaluate proposed BMP locations for stormwater treatment. Assess likelihood of impacts to groundwater.	0	0	10	0	5	5	0	0	20	\$2,835			\$2,835
10.10	Determine pond or other BMP strategies (new locations or modifications of existing basins) as mitigation to meet watershed, city, and/or county water quality and quantity requirements and to reduce downstream impacts. Identify potential pond/BMP locations and sizes.	0	0	5	0	10	20	0	0	35	\$4,205			\$4,205
10.11	Develop 30 percent grading plan to determine pond/BMP construction limits (show contours on drainage layout).	0	0	5	0	10	15	0	0	30	\$3,670			\$3,670
10.12	Prepare a 30 percent drainage report documenting the detailed hydraulic analysis and resolution of issues, including a drainage overview map and supporting design calculations.	0	0	15	0	20	20	0	0	55	\$7,115			\$7,115
<i>SRF Deliverables</i>														
30 Percent Design Drainage Report (with Drainage Overview Maps)														
Hydrologic model of existing & proposed conditions														
SUBTOTAL - TASK 10		0	0	77	0	114	191	0	0	382	\$47,358	\$0	\$0	\$47,358

SRF Consulting Group, Inc.

Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR_PROF	PROF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Maize John Maczko	Mike Aaron Dean Dushack Jeremy Nielsen Rachel Burnham	Erin Sejkora Jono Cowgill Mike Fisher	Minh Huynh Nicole Zappetillo Tom Sachs Krista Palmer Anna Jurak	Zach Thelen Marisa Friesse Colin Schroeder Lila Thesen Nora Hamington	Rita Coons Jake Ansell Troy Williamson	Staff			AET T2		
11.0	Traffic Control/Staging Assumptions. Staging Plan developed on the preferred alternative Client Deliverables.													
11.1	Draft TMP in accordance with guidelines and standards set forth by City of Inver Grove Heights, Dakota County and MnDOT	0	0	6	24	0	0	0	0	30	\$3,966			\$3,966
11.2	Develop a concept traffic control and staging plan layout along 117th Street for the preferred alternative. The traffic control/staging layout shall provide for, at a minimum, the maintenance of traffic along 117th Street and enough access to all businesses	0	0	0	0	16	0	0	0	16	\$1,952			\$1,952
11.3	RR crossing 30% design based on preferred alternative	0	0	0	0	10	2	0	0	12	\$1,434			\$1,434
11.4	Onsite railroad diagnostics (assumes 1 meeting, 2 staff travel mileage)	0	4	0	4	0	0	0	0	8	\$1,296		\$25	\$1,321
	SRF Deliverables. Draft TMP 30% staging plan Diagnostics meeting minutes													
	SUBTOTAL - TASK 11	0	4	6	28	26	2	0	0	66	\$8,648	\$0	\$25	\$8,673
12.0	Roadway Plans/Layout Assumptions. This task refines the preferred 30% layout alternative developed in task 9 consistent with current MnDOT standards for layout development and in accordance with the HPOP Handbook. Preferred Alternative Layout will not require MnDOT GDSU or LAC review/approval Layout review and approval required by local agencies only Drainage layouts will be included as described in the drainage report in Task 10 Client Deliverables. Review, comment and approval of final layout													
	Prepare and submit 5 copies of the following: Geometric layout of Preferred Alternate per MnDOT standards, design memo, layout checklist	4	0	0	0	40	20	0	0	64	\$7,640			\$7,640
12.2	Tabular horizontal alignment on 11 x 17 plan sheets	1	0	0	0	2	0	0	0	3	\$399			\$399
12.3	Tabular earthwork calculations on 11 x 17 plan sheets	1	0	0	0	8	0	0	0	9	\$1,131			\$1,131
12.4	Cross sections on 11 x 17 plan sheets	1	0	0	0	40	0	0	0	41	\$5,035			\$5,035
12.5	Prepare an Updated 30% concept cost estimate	1	0	0	0	0	0	0	0	1	\$155			\$155
12.6	Quality Assurance and Quality Control (QA/QC)	2	1	0	0	2	0	0	0	5	\$755			\$755
	SRF Deliverables. Geometric layout of 30% Preferred Geometric Alternative, typical sections, alignment plans, cross sections, earthwork and cost estimate. Subject to approval by Inver Grove Heights and Dakota County													
	SUBTOTAL - TASK 12	10	1	0	0	92	20	0	0	123	\$15,115	\$0	\$0	\$15,115

SRF Consulting Group, Inc.
Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROJ.	PROJ.	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB. CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Mielke John Maczko	Mike Aaron Dean Duchack Jeremy Nielsen Rachel Burnham	Erin Seyora Jono Cowgill Mike Fisher	Minh Nguyen Noelle Zappetello Tom Sacchi Krista Palmer Anna Jurak	Zach Thelen Melisa Friesse Colin Schroeder Lisa Thiesen Nolie Harrington	Russ Coates Jake Ansell Troy Williamson	Sam			42		
13.0	Feasibility Study <u>Assumptions:</u> Feasibility Report is based on the preferred alternative Feasibility Report is similar in style, format and content to the sample provided in the RFP (Attachment F) Feasibility Report does not include an Assessment Roll <u>Client Deliverables:</u> Schedule and present the feasibility study to the City Council													
13.1	Prepare a draft and final feasibility study meeting the requirements of Minnesota Statutes Chapter 429 for the City public improvement process <u>SRF Deliverables:</u> Certified Feasibility Study	2	0	0	0	32	0	0	2	36	\$4,460			\$4,460
	SUBTOTAL - TASK 13	2	0	0	0	32	0	0	2	36	\$4,460	\$0	\$0	\$4,460
14.0	Project Submittal & Additional Tasks <u>Assumptions:</u> Project submittal includes work in its original format as part of the engineering product This task is for submittal of a completed package of deliverables for this project scope through 30% layout and environmental documentation. Review submittals for each task are included in individual tasks above and not shown here. <u>Client Deliverables:</u> Provide any additional records or data to be included in project file													
14.1	Prepare digital submittal of deliverables and submit to City and County <u>SRF Deliverables:</u> 5 copies of project submittal on flash drive	0	0	0	0	4	0	0	0	4	\$488			\$488
	SUBTOTAL - TASK 14	0	0	0	0	4	0	0	0	4	\$488	\$0	\$0	\$488

SRF Consulting Group, Inc.

Client: City of Inver Grove Heights
Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC	ASSOCIATE	SR PRF	PRF	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB. CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Melke John Maczko	Mike Kargin Dean Dushack Jeremy Nielsen Rachel Burnham	Erin Egleston Joni Congill Mike Fisher	Mark Hugel Nicole Zappellio Tom Sachi Krista Palmer Anna Jurask	Zach Thelen Melissa Frieser Colin Schroeder Lisa Tresen Nelle Hammon	Russ Coons Jake Ansel Troy Williamson	Staff			AST 12		
15.0	Permits and Approvals <u>Assumptions:</u> - Permit applications to be completed later in project design, around 60 to 90 percent plan completion and are not included in this scope. Identification of all permits is included as part of this scope. - Dakota County Soil and Water Conservation District (SWCD) is the Minnesota Wetland Conservation Act (WCA) Local Government Unit (LGU) for the project area. - Level 2 Field Wetland Delineation to be completed along 117th Street from CSAH 71 to Flint Hills Resources Refinery access, including up to a 150-foot-wide right-of-way corridor expanded to the south. - Level 2 Delineation to be completed in one site visit by two SRF staff in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, the Midwest Regional Supplement to the Corps of Engineers Wetland Delineation Manual, regulatory guidance, and WCA standards. - Level 2 Delineation to be completed during the growing season as defined by the Corps of Engineers Wetland Delineation Manual. - Results of the Level 2 Delineation will be summarized in a Wetland Delineation Report. - Client will provide review of the Wetland Delineation Report prior to submittal to the WCA LGU and the U.S. Army Corps of Engineers (USACE). - The Wetland Delineation Report submittal will include a request for agency review regarding potentially incidental/non-jurisdictional wetlands. - One on-site Technical Evaluation Panel (TEP) meeting will be held, to be attended by two SRF staff. <u>Client Deliverables:</u> - Input regarding wetland delineation review area. - Access permission for private properties. - Review and approval of the Wetland Delineation Report.													
15.1	Permitting Identify permits and approvals required for project construction related to wetland regulations. Does not include preparation of any permit applications.	0	0	2	2	0	0	0	0	4	\$584			\$584
15.2	Wetland Delineation Delineate all wetlands and aquatic resources within the project corridor. Submit wetland delineation to WCA LGU and USACE for wetland boundary and type approval and incidental/non-jurisdictional reviews.	0	0	2	26	0	20	0	0	48	\$5,676			\$5,676
15.2.1	Level 2 Wetland Delineation - Create maps depicting hydroic soils data, National Wetlands Inventory (NWI) data, MN Dept. of Natural Resources (DNR) Public Water Inventory (PWI) data, parcel data, contour data, and project area. - Prepare wetland determination data forms, to be used to record soil transect data. - Complete a wetland delineation for the project area. Wetland delineations will be completed per the 1987 USACE Wetland Delineation Manual and Midwest Regional Supplement, regulatory guidance, and WCA standards. - Record a minimum of one sampling transect per delineated wetland providing at least one wetland plot and one upland plot. Data collection to include vegetation, soils, and hydrologic indicators. - Photograph each delineated wetland. - Record wetland boundaries and locations of sampling plots and photographs with a sub-meter accurate Trimble GPS unit. - Upload and post-process GPS data. Convert and export shapefiles to CAD as necessary.													
15.2.2	Wetland Delineation Report Complete a wetland delineation report per USACE and WCA standards. Delineation report to include the following sections:													

SRF Consulting Group, Inc.
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Project: 117th Street

Work Tasks and Person-Hour Estimates



TASK NO.	TASK DESCRIPTION	PM	PRINCIPAL	SR ASSOC.	ASSOCIATE	SR PROJ.	PROJ.	TECHNICAL	ADMIN	TOTAL HOURS	SRF COST	SUB CONSULTANTS	EXPENSES	TOTAL COST/DELIVERABLE
		Steve Miller	Mike Turner Craig Vaughn Andrew Mielke John Maggio	Mike Aaron Dean Dushack Jeremy Nielsen Rachel Burnham	Erin Espinoza Jana Cowgill Mike Fisher	Matt Huyen Nicole Zappetello Tom Sachs Krista Palmer Anna Jurak	Zach Thelen Melissa Friesse Colin Schroeder Lisa Theisen Nope Harrington	Russ Coons Jake Ansel Troy Williamson	Staff			ACT T2		
	- Cover/Title Page - Background/Introduction - Methods of Determination - Wetland Results/Findings - Conclusions/Recommendations - Additional Information (References Cited) - Wetland Determination Data Forms - Maps Depicting Delineated Wetland Boundaries - Photographs of Each Sampling Transect - Antecedent Precipitation Data													
	- Complete WCA/USACE Wetland Boundary and Type application, including supporting information for incidental/non-jurisdictional review of possible artificially created and/or isolated wetlands - Prepare draft wetland delineation report for Client review - Revise wetland delineation report per Client comments (if necessary) - Revise wetland delineation report per TEP comments (if necessary)													
15.2.3	- Coordination with WCA LGU, USACE, and TEP - Submit wetland delineation report and signed WCA/USACE Wetland Boundary and Type application to WCA LGU and USACE. Assumes the WCA LGU will distribute the memorandum to members of the TEP - Attend TEP meeting in support of boundary/type application approval. Assumes attendance of one TEP meeting (if necessary)													
15.3	Mileage & Misc Expenses												\$60	\$60
	SRF Deliverables:													
	- List of permits and approvals needed for project construction - Wetland delineation report and WCA/USACE Joint Application Form for Wetland Boundary & Type - Wetland boundary file in CAD or GIS format													
	SUBTOTAL - TASK 15	0	0	4	28	0	20	0	0	52	\$6,260	\$0	\$60	\$6,320
	TOTAL ESTIMATED PERSON-HOURS	379	101	332	229	803	769	170	43	2826				
	AVERAGE HOURLY BILLING RATES	\$155	\$201	\$169	\$123	\$122	\$107	\$112	\$123					
	ESTIMATED LABOR AND OVERHEAD	\$58,745	\$20,301	\$56,108	\$28,167	\$97,966	\$82,283	\$19,040	\$5,289		\$367,899	\$185,215	\$7,275	\$560,389
	TOTAL ESTIMATED FEE										\$367,899	\$185,215	\$7,275	\$560,389

**Request for Council Action**

TITLE: Consider issuing Request for Qualifications (RFQ) for a Fire Department Service Evaluation.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill, H Rand	FTE included in current complement	
Reviewed by:	Heather Rand Interim CA	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Authorize issuance of a Request for Qualifications (RFQ) for a Fire Department Service Evaluation on or about April 13, 2021 with responses due April 29, 2021.

SUMMARY:

The Inver Grove Heights Fire Department (IGH FD) is at a crossroads in how it staffs for emergency response. Although various "fixes" to help maintain the present paid-on-call model have been pursued, there continues to be recruitment and retention concerns, which in turn affects staffing levels and emergency response. These recruitment and retention issues are not specific to the IGH FD as this is a national crisis for volunteer/non-career fire departments throughout the nation.

At the City Council Work Session on March 1, 2021, there was discussion to determine if it was the desire of the city to seek out consultants for conducting a study that will look at the present service delivery and staffing model and make recommendations for future needs. The direction of the City Council was to issue a Request for Qualifications as a first step in this process to identify qualified consultants who would then later be invited to respond to a city authorized Request for Proposal for consultant services. Attached please find the RFQ. The Fire Chief and Interim City Administrator recommend that the city council authorize its issuance on April 13th with responses due April 29th. Fire Department Leadership and the Interim City Administrator will then review responses to the RFQ and intend to bring city council a recommendation of qualified consultants to invite to respond to the city's issuance of a formal RFP at the May 10, 2021 City Council meeting. If the city council feels strongly that one or two city councilors should serve on the RFQ selection committee, staff is amenable to such. Staff do request that one or two city councilors volunteer to serve on the proposed RFQ selection committee in early June and ask that city councilors begin to consider volunteering for such.

REQUEST FOR QUALIFICATIONS (RFQ)
FIRE DEPARTMENT SERVICE EVALUATION



FOR THE CITY OF INVER GROVE HEIGHTS, MN
DUE: 4:30 PM, APRIL 29, 2021
9200 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN 55077

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I. INTRODUCTION

The City of Inver Grove Heights issues this Request for Qualifications to solicit responses from qualified consultants or consultant teams for services related to the development of a Fire Services Standards of Cover Analysis for the City of Inver Grove Heights Fire Department.

II. OBJECTIVE

Following the review and evaluation of all Statements of Qualification, a short list of **Consultants** will be determined by the City based on those with the highest qualifications. These **Consultants** may be invited to submit responses to a subsequent Request for Proposals.

III. DEFINITIONS

ADDENDA - Written instruments issued by the City prior to the date for receipt of Statement of Qualifications which modify or interpret the Request for Qualifications (**RFQ**) by addition, deletions, clarification or corrections.

CITY - The City of Inver Grove Heights, a political subdivision of the State of Minnesota.

CONTRACT - The written agreement between the City and the Contractor covering the performance of the Project or Service. The contract documents consist of the **RFQ** and RFP, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Contractor.

CONTRACTOR/ CONSULTANT - The qualified **Consultant** that is awarded the Contract to provide a Fire Department Service Evaluation for the City.

PROPOSAL - A complete and properly signed Proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with the RFP.

PROPOSER / **CONSULTANT** - The person, Consultant, Contractor, corporation or other entity submitting a Statement of Qualification/Proposal on items listed in the **RFQ**/RFP and thereby agreeing to meet the terms and conditions of the **RFQ**/RFP if awarded the contract.

RFP - A subsequent document that will be offered to the shortlist as a result of this **RFQ**, entitled "Request for Proposals, Fire Department Service Evaluation, For the City of Inver Grove Heights, MN."

RFQ – This document, entitled "Request for Qualifications, Fire Department Service Evaluation, for the City of Inver Grove Heights, MN," which included all items listed in the Table of Contents on page 2 and any Addenda.

STATEMENT OF QUALIFICATIONS – A complete and properly signed Statement of Qualifications demonstrating the **Consultant's** ability to provide goods, labor, or services in accordance with this **RFQ**.

IV. GENERAL INFORMATION

A. Background

The City of Inver Grove Heights Fire Department is an all-risk fire protection department that provides fire, emergency medical, rescue and hazardous materials response with a response area of 34 square miles, operating out of three fire stations with 15 pieces of fire apparatus. The Department is one of the larger primarily paid-on-call (POC) combination fire departments in the State of Minnesota. In 2020, the Department responded to 2217 calls for service. First responder EMS services are provided jointly with Inver Grove Heights Police. Advanced and Basic Life Support EMS transportation service is provided by a private hospital-based ambulance service, MHealth Fairview.

B. Goal of Evaluation

The provision of timely firefighting, rescue, emergency medical services, and hazardous materials response within the City of Inver Grove Heights results from a shared effort between public safety and public service agencies. The desired study will include review of services with an analysis of the organization hierarchy, distribution of workload and management practices weighed against contemporary organization principles and business processes. This study will help create a template for future analysis.

The Department is requesting a professional consultant to provide a Fire Services Standards of Response Coverage and deployment analysis that is fully compliant with the industry best practices in the field of deployment analysis. This includes automatic-aid services established by agreement. The analysis should also consider and identify benefits of our partner responses. The evaluation and analysis of data is based on the Department's adopted metrics and also nationally recognized rules, guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules,

federal and state mandates relative to emergency services, and generally accepted practices within emergency services. The Department is requesting a professional consultant to review the Departments' annual budgets and projected capital outlays compared with expected service demands to assist Fire Department managers and City Administration in long term financial forecasting.

V. STATEMENTS OF QUALIFICATION: REQUIREMENTS

Include the following in the Statement of Qualifications:

A. Table of Contents

A table of contents that identifies the responsive documents by section and number.

B. Letter of Transmittal

A letter of transmittal indicating the firm's interest in providing the service and any other information that would assist the Department in making a selection. The letter must be signed by a person legally authorized to bind the firm to a contract. Include Name, address, telephone number, and email address of person(s) to be contacted for further information or clarification.

C. Background and Experience

- Company Background Information: Include a description of the firm/individual submitting the Statement of Qualification.
- Recent Project References: Provide a list of at least three (3) similar projects completed over the past five (5) years with the contact name, address and telephone number of the Fire Services' representative in each project.
- Demonstrated Span of Project Experience: Provide a minimum of five (5) examples of similar projects completed by your company in the past 10 years that demonstrates consultant's experience and expertise in the development of a deployment and services analysis, Standards of Cover and other requirements identified in the Scope of Consultants Services in Section II, above.

D. Skills and Knowledge

Consultant shall demonstrate sufficient staff resources and skills that include knowledge and experience with:

- Fire department deployment principles and practices.
- Fire department staffing practices.
- Fire department firefighter and civilian labor relations.

- Fire department performance measurement.
- Fire prevention, urban-wildland interface, and community risk reduction.
- Fire department dispatch and communications.
- Field operations for fire and emergency medical services.
- Fire services management practices.
- Department business practices and governance.
- Fire department fleet management.
- Fire services technology.
- Use of live traffic analysis.
- Safety and training.
- Land use planning.
- Strategic, master and business planning.

E. Concluding Statement

Provide a concluding statement as to why the respondent is best qualified to meet the needs of the Department.

CONSULTANT FEES WILL NOT BE SUBMITTED WITH THE STATEMENT OF QUALIFICATION

VI. INQUIRIES

It shall be the responsibility of the **Consultant** to inquire about any portion of the **RFQ** that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of Statement of Qualification or written correspondence. All questions concerning the **RFQ** must reference the page number, section heading, and paragraph. Questions may be submitted via email. Please place "Fire Department Service Evaluation Question" in the subject line.

Consultants needing additional submittal, general requirement, or technical information should contact Judy Thill, Fire Chief via email : Jthill@ighmn.gov

All inquiries, questions, or clarifications must be submitted no later than 4:30 PM, April 20, 2021. Consultants who wish to have the City advise them of any questions and City responses to the RFQ must notify the City before the question submittal deadline. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be

responded to within three (3) business days. Inquiries and the City's response will be provided to all **Consultants** who have asked the City to be advised of any questions and City responses related to the **RFQ**.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification.

The City reserves the right to contact Contractors individually for the purpose of clarifying Statement of Qualifications.

Any Addenda to this **RFQ** will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return Confirmation of Receipt of Addenda with their Statement of Qualifications noting receipt of any addendums that may be issued.

VII. PROJECTED TIMETABLE

Issue Request for Qualifications: April 13

Questions in Writing Cutoff: April 20

Respond to all questions: April 21

Statement of Qualifications Due: April 29

Evaluation of Qualifications: May 3

Notice to Shortlist with RFP Invitation: May 11

Response to RFP: June 1

Contract awarded on/about June 15

VIII. SCOPE OF SERVICES

A. SCOPE OF WORK -STANDARDS OF COVER & DEPLOYMENT ANALYSIS

The intent of this scope of work will be to produce a Standards of Cover document that is fully compliant with industry best practices in the field of deployment analysis. This evaluation and analysis of data will be based on nationally recognized rules, guidelines and criteria, including recognized National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to emergency services, and generally accepted practices within emergency services. All methodology used

in this Standard of Cover analysis of the Department will follow the methodology described in the "Standards of Response Coverage, published by the Commission on Fire Accreditation International (CFAI).

The scope of work will include but not be limited to:

Component A -General summary of the community and constituents served by the Department.

- Service area general population and demographics.
- History, formation, and general description of the fire agency.
- Governance and lines of authority.
- Organizational design.
- Operating budget, funding, fees, taxation, and financial resources.
- Description of the current service delivery infrastructure.

Component B - Analysis and summary of the services provided by the Department.

- Review and evaluation of calls for service demographics from an historical and drive time prediction.
- Review and evaluate operational staffing levels and distribution of resources.
- Review and evaluate potential new location of station 3.
- Review and evaluate administration and support staffing levels.
- Review Department performance goals, objectives, and measures.

Component C - Examine the effectiveness of intra and inter-jurisdictional response.

The area served by the Department is adjacent to partner agency providers. Today, those partnerships are established through mutual benefit agreements. The study shall evaluate the effectiveness and benefits of emergency services including services provided by the Department and by its partners.

Component D - Analysis and summary of the Community Risk.

Conduct an analysis of community fire protection risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economy value, building footprint densities, occupancy data, and demographic information should be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type.

Use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks of the community to include:

- Overall geospatial characteristics including political and growth boundaries, construction, and infrastructure limitations.
- Topography including response barriers, elevation extremes, and open space/interface.
- Transportation network including roads, rail lines, pipelines, airports, and waterways.
- Evaluation of physical assets protected.
- An interpretation of available census and community development data must be provided indicating:
 - Population history.
 - Census-based population and demographic information.
 - Community planning-based population information.
 - Transient population and demographic information.
 - Population density.
 - Community land use regulations.
 - Occupancy types by land use designation.
 - Hazardous substances and processes.
 - Non-structural risk categorization.
 - Lack of City water supply.

Evaluate the current workload of the Department and relate that analysis to the previously described community risk:

- Prepare a demand study that analyzes and geographically displays current service demands by incident type and temporal variation.
- Prepare an analysis that will include a matrix showing the community's common and predictable risk types identifying staffing and resource needs. The matrix shall be developed with attention to:
 - Risk-specific staffing levels to meet the critical tasking analysis for the identified risks.
 - Apparatus assignments to accommodate the anticipated fire flows and other critical functions of the identified risks.
 - Time standards that will provide for effective initiation of critical tasks and functions.

- Summary of current available resources in matrix format.

Component E - Review of Historical Fire Service System Performance.

Review and make observations regarding all areas involved in, or affecting, service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Distribution Study
- Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems (GIS) software, with identification of service gaps and, redundancies in initial unit arrival.
- Concentration Study of Analysis of response time capability to achieve full effective response force.
- Analysis of company and staff distribution as related to effective response force assembly.
- Reliability Study of Analysis of current workload, including unit hour utilization of individual companies.
- Review of actual or estimated failure rates of individual companies.
- Analysis of call concurrency and impact on effective response force assembly (resource drawdown).
- Capacity Study of the maximum emergency service capability of the Department resources inclusive of auto aid and mutual aid resources.
- Historical turnout and/or travel time of fire service delivery.

Component F - Performance Objectives and Measures.

An appropriate set of goals and objectives must be developed for the Department specific to the nature and type of risks identified as common and predictable to the community. The goals and objectives shall be developed with respect to the following:

- Distribution - First due resources for risk-specific intervention.
- Concentration - Effective response force assembly, or the initial resources necessary to stop the escalation of the emergency for each risk type.
- Expectations and measures should include involvement of policy makers and community.

Component G - Overview of Compliance Methodology.

Work with the Department's management team to develop a methodology that will allow the Department to continually measure future performance. This methodology shall include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies.
- Assignment of oversight responsibilities.
- Schedule of assessments.
- Review requirements.
- Department adopted metrics

Component H - Evaluation, Conclusions, and Recommendations to Policy Makers:

Develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified in the previous components at the most efficient cost. Recommendations shall be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

Develop one or more long range options for resource deployment that will improve the Department's level of service for the identified performance objectives and targets. This should include, but is not necessarily limited to, specific recommendations regarding:

- Service delivery recommendations, including; deployment of operational staffing.
- Selection and deployment of apparatus by type.
- Facilities recommendations for current and future operations.

Evaluate and present in graphical and descriptive format for the deployment option(s):

- Degree of benefit to be gained through its implementation:
- Extent to which it achieves established performance targets.
- Potential negative consequences.

B. DEVELOPMENT AND REVIEW OF DRAFT PROJECT REPORT.

Develop and produce a draft version of the written report for review by the Department representatives. Feedback is a critical part of this project and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. Review of the draft may be performed through web-based video conferencing. The draft report shall include:

- An executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Detailed narrative analysis of each report component structured in easy to read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
- Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix.
- Supportive charts, graphs, and diagrams, where appropriate.
- Supportive maps, utilizing GIS analysis, as necessary.
- Appendices, exhibits, and attachments, as necessary.

C. DELIVERY OF FINAL STANDARDS OF COVER DOCUMENT

Complete any necessary revisions of the draft and produce ten publication-quality bound, final versions of the written report.

If the Department identifies the need, a formal presentation of the project report shall be made by Department and consultant team member's to City and/or, elected officials, and/or the general public, and shall include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
- Supportive audio-visual presentation.
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate.
- Opportunity for questions and answers, as needed.

All presentation materials, files, graphics, and written material will be provided to the Department at the conclusion of the presentation(s).

IX. SUBMISSION OF STATEMENT OF QUALIFICATION

By submitting a Statement of Qualification, consultant represents that they have thoroughly examined and become familiar with the Scope of Services outlined in this **RFQ** and are capable of performing the work to achieve the City's objectives. Responses should be

presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

Each **Consultant** shall submit one (1) electronic copy (Microsoft Word or Adobe Acrobat format preferred) of the Statement of Qualification **no later than 4:30 PM, April 29, 2021.** Electronic copy of the Statement of Qualification shall be put together into one (1) complete document in its entirety. Statement of Qualifications shall be electronically sent to Judy Thill, Fire Chief, at: jthill@ighmn.gov.

A person who is authorized to legally bind the responding Consultant must sign the Statement of Qualification. The Consultant shall acknowledge that the Statement of Qualification complies with any amendments, alterations or deletions to the **RFQ**. Late Statement of Qualifications will not be considered. No responses will be accepted via facsimile.

The City reserves the right to reject any or all Statement of Qualifications.

The City reserves the right to waive irregularities in the Statement of Qualification content or to request supplemental information from **Consultants**.

The City is not responsible for any costs incurred by the responding **Consultant** in the preparation of the Statement of Qualification or for any other cost to the **Consultant** associated with responding to the **RFQ** or a subsequent RFP. . No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This **RFQ** does not obligate the City to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All Statement of Qualifications submitted in response to the **RFQ** will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact **Consultants** individually for the purpose of clarifying Statement of Qualifications.

Consultants may find instances where they are unable to provide services that meet all of the expectations defined in this **RFQ**. In such cases, the **Consultant** should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The **Consultant** will describe exceptions to the **RFQ** and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this **RFQ** must be identified and fully explained in the submitted Statement of Qualification. Any addenda to this **RFQ** will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, **Consultants** should return the Confirmation of Receipt of Addenda with their Statement of Qualifications.

X. SELECTION PROCESS

The Statement of Qualifications will be reviewed for completeness and the respondent's ability to meet all requirements set forth in this **RFQ**. A panel consisting of Fire Department and City Administration leadership will review and evaluate all submittals of Statement of Qualification received for experience and qualifications.

Following the review and evaluation, which may or may not include an interview, of all Statements of Qualification, a short list of **Consultants** may be determined by the City, based on those with the highest qualifications.

The **Consultants** on the shortlist will be invited to submit a proposal consisting of:

- Statement of Work
- Approach: to address the needs of the Fire Department, including discussion of staff availability and ability to respond to the Fire Department's requests for assistance in a timely manner.
- Proposed Project Schedule
- Fee Proposal: include line item details separated for each activity and hourly rate.

Interviews with any or all the respondents may be conducted at any time in this process at the sole discretion of the City.

XI. DISPOSITION OF RESPONSES

All materials submitted in response to this **RFQ** will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the **Consultant** submits information in response to this **RFQ** that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted by indicating in writing the specific page number(s) and paragraph(s) classified as trade secret and therefore nonpublic.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this **RFQ**, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the **RFQ** for a minimum of seven (7) years.
- The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials. Responses to this **RFQ** will not be open for public review until the City decides to pursue a contract and that contract is executed.

XII. CONTRACT TERMS AND CONDITIONS:

Once the **Consultant** is chosen at the end of the **RFQ** and RFP process, the successful Consultant shall enter into a contract for provision of the services with the City in a form acceptable to the City Attorney.

XIII CONFIRMATION OF RECEIPT OF ADDENDA

Addendum #	Date

I certify this Statement of Qualification complies with the RFQ and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State, Zip	
Telephone Number	
Fax Number	
Email	

XIV. STATEMENT OF NON-COLLUSION

The following statement shall be made as part of the Contractor's Statement of Qualification.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement or understanding with any other **Consultant** designed to limit competition.

I hereby affirm that the contents of this Statement of Qualification have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

City of Inver Grove Heights RFQ for "Fire Department Service Evaluation"

_____	Contractor Name
_____	Address
_____	City / State / Zip Code
_____	Telephone and Fax Numbers
_____	Email Address

**Request for Council Action****Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Accepting Amendment to Engineering Services Proposal IPO 27B from Kimley-Horn, and Authorizing Land Acquisition Services for City Project No. 2016-09F - Carleda Way Area Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Steve W. Dodge <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge	FTE included in current complement	
Reviewed by:	Klayton Eckles	New FTE requested - N/A	
		Other: Special Assessments, Utility Funds, Franchise Fee Funds, and Pavement Management Fund	X

PURPOSE/ACTION REQUESTED:

Consider resolution ordering project, authorizing preparation of plans and specifications, accepting amendment to engineering services proposal IPO 27B from Kimley-Horn, and authorizing land acquisition services for City Project No. 2016-09F - Carleda Way Area Improvements.

SUMMARY:

On November 23, 2020, the City Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc. (Kimley-Horn) for City Project No. 2016-09F - Carleda Way Area Improvements. The project is in the Capital Improvement Plan and is scheduled for 2022 construction season along with City Project No. 2016-13 Cahill Trunk Drainage Improvements. The projects are proposed to be bid together in spring of 2022. The feasibility report has been completed, recommending a full street reconstruction project and the replacement of cast iron watermain and clay sanitary sewer.

The total estimated project cost is \$2,241,000 with \$338,691 in estimated assessments for street and storm water improvements (25% of street and storm costs utilizing assessment cap). A multi-faceted funding package has been prepared in the feasibility report which includes the pavement management fund, franchise fee funds, sewer and water funds, and special assessments.

A preliminary assessment roll has been prepared per City policy for street and storm improvements. The independent appraiser's special benefit analysis by Metzen Appraisals recommends an assessment cap of \$9,600 per single-family parcel. The per-policy assessment amount for a single-family parcel is \$16,532 utilizing the 35% policy rate. The proposed assessment of \$9,600 for a single-family parcel is the lower amount between the per policy and assessment cap.

Staff are proposing 63rd Court East be reconstructed to a half cul-de-sac to reduce maintenance. A new sidewalk connection is proposed along the north side of 63rd Court right-of-way for connectivity from Carleda Way to the Prairie Estates Townhomes private sidewalk system.

Staff has coordinated with public safety and is asking the residents and Council to consider posting the outside corners of Carleda Way with no parking restrictions to accommodate emergency vehicle access (see attached exhibit). This recommendation is a revision of what was proposed in the feasibility report. A decision for no parking can be done at a future date and has no impact on the proposed improvements or design.

The project will require easement acquisition for replacing and installing water services up to the property line. There are no platted drainage and utility easements in this neighborhood. Staff will work with a land acquisition team to reach out to property owners to obtain necessary easements.

Resident input was initially gathered using a mailed questionnaire and hosting a virtual open house meeting which was included in the feasibility report. Staff and consultant held a virtual information meeting on March 30, 2021, with the neighborhood. One resident attended the TEAMS Live Event and a couple residents contacted Consultant and Staff directly. The virtual presentation and PowerPoint are available on the project's webpage at **www.ighmn.gov/CarledaWay**. Questions, comments, and responses related to the project are attached.

Staff recommends passage of the resolution ordering the project, authorizing preparation of plans and specifications, accepting amendment to engineering services proposal IPO 27B from Kimley-Horn, and authorizing land acquisition services for City Project No. 2016-09F - Carleda Way Area Improvements.

SWD/kf

Attachments: Resolution

Project Area Map

Preliminary Assessment Roll

Virtual Information Meeting and Resident Question Summary

Exhibit for No Parking Consideration

Kimley-Horn Engineering Services Proposal

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

**RESOLUTION ORDERING PROJECT, AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS, ACCEPTING AMENDMENT TO ENGINEERING SERVICES PROPOSAL IPO 27B
FROM KIMLEY-HORN, AND AUTHORIZING LAND ACQUISITION SERVICES FOR CITY PROJECT
NO. 2016-09F - CARLEDA WAY AREA IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, On March 8, 2021 City Council passed a resolution receiving the feasibility report and calling for a public hearing on the proposed improvement project, 2022 Pavement Management Program, City Project No. 2016-09F Carleda Way Area Improvements; and

WHEREAS, On March 16, 2021, the City Planning Commission reviewed the proposed capital improvements and found the project to be consistent with the comprehensive plan; and

WHEREAS, On published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on April 12, 2021, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

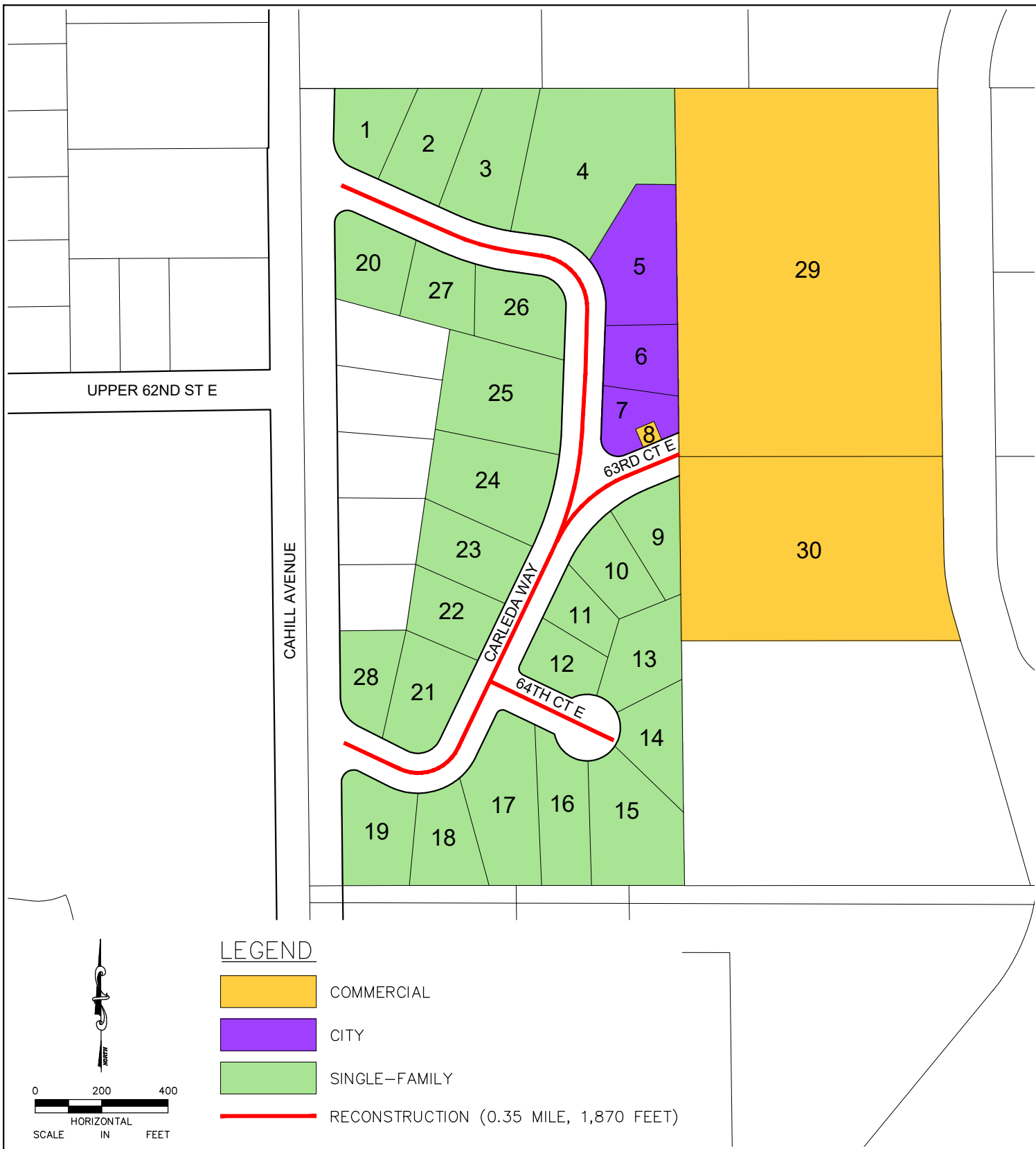
1. Such improvement is hereby ordered as proposed in this Council resolution adopted April 12, 2021 for City Project No. 2016-09F Carleda Way Area Improvements.
2. The amendment to engineering services proposal IPO 27B from Kimley-Horn in the amount of \$217,100 for design, land acquisition, bidding and construction services is accepted and approved.
3. Project contract documents (plans and specifications) are authorized to be prepared by staff and Kimley-Horn & Associates.
4. Staff, City Attorney, and consulting engineer are authorized to select an appraiser and land acquisition team to administer the land acquisition process to obtain necessary easements and agreements for the project.
5. 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 Inver Grove Heights, Minnesota this 12th day of April 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Kimley»Horn

2550 UNIVERSITY AVENUE WEST, SUITE 238N, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM

PRELIMINARY ASSESSMENT MAP

CARLEDA WAY AREA STREET RECONSTRUCTION
AND UTILITY IMPROVEMENTS
CITY PROJECT 2016-09F

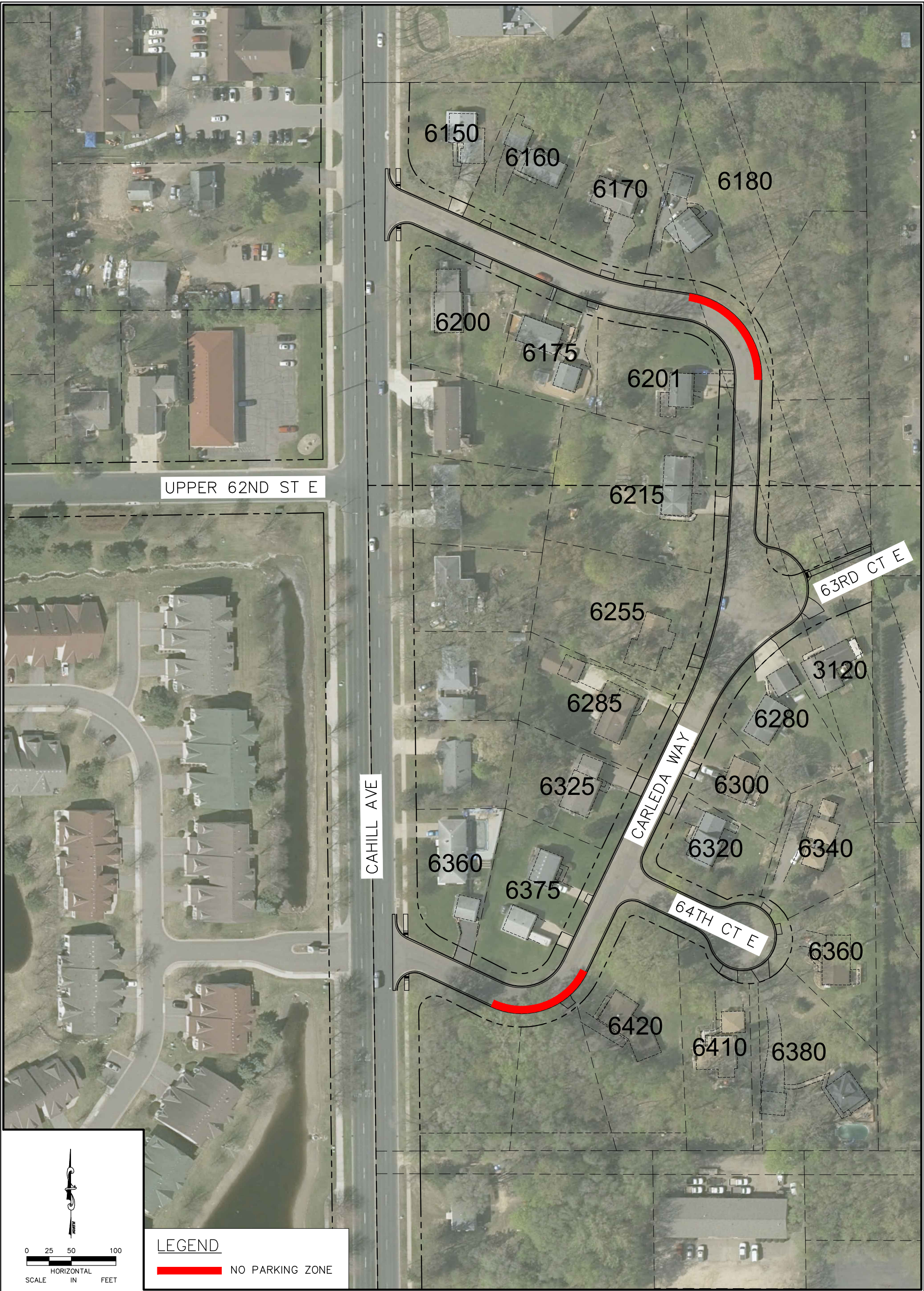
**CARLEDA WAY AREA IMPROVEMENTS
CITY PROJECT NO. 2016-09F
PRELIMINARY ASSESSMENT ROLL**

Map No.	PID No.	Owner Name	SITE ADDRESS	Per Policy Street and Storm Assessment	Curb Assessment	Total Per Policy Assessment	Total Capped Assessment	Proposed Preliminary Assessment	Assessment Deferred
1	201950001010	SELMA CECILIA SABA	6150 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
2	201950001020	TODD D & GRETCHEN N AHRENS	6160 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
3	201950001030	TIMOTHY D BAMBENEK	6170 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
4	201950001040	JAY REIS	6180 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
5	201950001050	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$30,390.38	\$3,789.91	\$34,180.29	\$34,180.29	\$34,180.29	
6	201950001060	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$26,276.62	\$3,276.90	\$29,553.52	\$29,553.52	\$29,553.52	
7	201950001070	CITY OF INVER GROVE HTS	8150 BARBARA AVE	\$30,857.52	\$3,848.17	\$34,705.69	\$34,705.69	\$34,705.69	
8	201950001080	NORTHERN STATES POWER C/O PROPERTY TAX DEPT.		\$8,758.87	\$1,092.30	\$9,851.17	\$9,851.17	\$9,851.17	
9	201950003010	MATTHEW MENSEN	3120 63RD ST E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
10	201950003020	KEITH & DAWN MORGAN	6280 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
11	201950003030	DALE G ANDERSON	6300 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
12	201950003040	BOGAR MENDIOLA & JANE K JOHNSON	6320 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
13	201950003050	MICHAEL S WOLFF	6340 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
14	201950003060	RICHARD W & CATHLEEN SCHOU MAKER	6360 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
15	201950003070	STEVEN TAFT WILLIAMS & SHERI ANN WILLIAMS	6380 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
16	201950003080	WILLIAM & JACQUELINE SEYMOUR	6410 64TH CT E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
17	201950003090	MARK J & ELENA BLAISDELL	6420 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
18	201950003100	DIANE KNUCKEY	6399 CAHILL AVE	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	X
19	201950003110	DIANE KNUCKEY	6399 CAHILL AVE	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	X
20	201950002030	FRANK E & SUSAN K HAMMARSTEN	6200 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
21	201950002100	AUSTON J REEVES	6375 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
22	201950002110	DANIEL & SANDRA HAVILAND & KRISTINE CIPRA	6325 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
23	201950002120	TIMOTHY Q GAUGHAN & KORINA D TIDGWELL	6285 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
24	201950002140	LINDA M BOLLINGER	6255 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
25	201950002151	ERIC & TAMARA MARTIN	6215 CARLEDA WAY	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
26	201950002010	RYAN A KELLEY	6201 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
27	201950002020	JEREMY D & STEPHANIE KEEN	6175 CARLEDA WAY E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
28	201950002090	RONALD D & LADONNA LUNDBERG	6360 CAHILL AVE E	\$14,698.61	\$1,833.03	\$16,531.64	\$9,600.00	\$9,600.00	
29	207125001041	PRAIRIE ESTATES LLLP C/O TWIN CITIES HOUSING DEV. CO.	6175 CARMEN AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
30	207125001020	SCP GW MINNESOTA LLC	6265 CARMEN AVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

\$505,050.00

\$338,690.67

Public Hearing Informaiton Meeting Attendee List and Comments Summary	
Attendee Name (1 Total)	Address
Ryan Kelley	6201 Carleda Way
March 30, 2021 Virtual Informational Meeting Questions	
Question	Question Response
I live at 6201 Carleda. Would these easements require trees to be removed?	The extent of tree impacts has not been determined at this time. Construciton limits will be identified during preliminary and final design and tree impacts will be discussed at that time. City staff will be coordinating with each property owner individually on the permanent easement needs and will discuss specific property impacts with landowners at that time.
Thank you I can't connect audio but appreciate it. I only ask as the mature trees add a lot of character to the area and I would hate to lose mine.... Thank you gentlemen.	Trees within the construction limits will be removed with the project. City staff does look for ways to avoid tree removals during the design and additional updates to residents will be provided as a part of the easement acquisition discussions.
Other Resident Comments Received by the Project Team	
Owner and Address	Summary of Comments/Discussion
Tamara Martin (6215 Carleda Way)	Consultant staff discussed the need for removing the retaining wall along the edge of Carleda Way with the project. This will also likely include removing one tree. Tamara understood the need to remove the wall and requested City staff present options for front yard grading that can be discussed during the final design phase of the project.
Tim Gaughan (6285 Carleda Way)	Consultant staff discussed the flooding issues that are present at the homeowners garage. The homeowner confirmed the flooding and understands the source of the flooding is private contributing areas and not public stormwater. Tim is interested in the City extending a storm sewer stub towards his property and may consider installing private storm sewer connection in the future.



INDIVIDUAL PROJECT ORDER NUMBER 27B

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: Carleda Way Area Improvements
City Project 2016-09F
KH Project 160509029

General Category of Services: Final Design, Bidding Phase Service, and Construction Phase Services

Specific Scope of Basic Services: Final design and bidding phase services for City Project 2016-09F.
Construction phase services for City Project 2016-09F. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Plans and Project Manual/Specifications
Parcel Sketches and Legal Descriptions
Construction Administration
Construction Staking

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY:  _____

TITLE: Sr. Vice President

DATE: April 5, 2021

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 27B

CARLEDA WAY AREA IMPROVEMENTS
CITY PROJECT CP 2016-09F

City Project CP 2016-09F Carleda Way Area Improvements includes the reconstruction of Carleda Way, 63rd Street East and 64th Court East. This IPO includes preparation of final construction plans and specifications, right-of-way acquisition services, bidding phase services and construction phase services. The project includes the following street segments:

- Carleda Way – East of Cahill Avenue
- 63rd Street – East of Carleda Way
- 64th Court – East of Carleda Way

The scope of services detailed below assumes the project will consist of the reconstruction of the roadways listed above and replacement of existing sanitary sewer and watermain along the project street segments.

1. FINAL DESIGN SERVICES

A. Project Management

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

B. Stakeholder Involvement/Meetings

The final design phase of the project will include meetings with area property owners to coordinate the proposed improvements. We have assumed that attendance at up to three (3) individual meetings with project stakeholders or residents will be necessary. We will assist City staff with correspondence and coordination with residents and stakeholders within the project area. These meetings are assumed to focus on design related items (i.e. front yard grading, driveway impacts, etc.) and do not include right-of-way acquisition negotiations. Meetings regarding right-of-way acquisition with property owners on the project are included in Task 2. Right of Way Acquisition.

C. Design Team Meetings

We have assumed we will prepare for and conduct up to two (2) meetings with City staff through the plan development process. We have assumed that the following meetings will be necessary:

- Final design kick-off meeting
- 95% plan review and project specifications/special provisions meeting

D. Preparation of Construction Plans

We will prepare final construction plans including plan and profile information for the roadway, utility, and storm water improvements. The plans will be prepared consistent with previous roadway plans completed for the City to include the plan sheets listed below:

- Cover Sheet
- Statement of Estimated Quantities
- Typical Sections and Details
- Alignment Plan and Tabulation
- Staging/Traffic Control (for work on Cahill Avenue)
- Removals and Existing Conditions Plan
- Street and Storm Sewer Plan/Profile (includes storm sewer improvements)
- Sanitary Sewer and Watermain Plans
- Storm Sewer Laterals and Storm/Utility Tabulations
- Signing Plan and Details
- Turf Establishment and Erosion Control Plan
- Cross Sections (50' Intervals and all Driveways)

We have assumed that up to sixty-two (62) plan sheets will be necessary to complete the plan set. As part of IPO 27A, preliminary (30%) design plans were authorized and will be provided to the City for review. Comments received on the preliminary plans will be included in a 95% submittal of all plans and specifications to City staff for final review. We will provide the City with one full-size set and PDF of the plans for each submittal. We will provide the City with one full-size set and all electronic files at the final plan completion stage containing cross sections at all driveways within the project limits.

E. Detailed Bid Items and Quantities

Upon completion of final design, we will provide the City with detailed quantities and bid items for all the improvements proposed as part of the project. We have assumed this task will include updated cost estimates at 95%, and final completion of plans and specs.

F. Final Construction Specifications and Project Manual

We will prepare a project manual containing the bidding and technical specifications for the project consistent with City standard documents. We have assumed the City will provide their most recent bidding documents as a go-by.

G. Final Drainage Analysis

We will complete the final design of the proposed storm sewer system for the project

area. The storm sewer design is assumed to be coordinated with the improvements proposed as a part of CP 2016-13 Cahill Trunk Drainage Improvements. The final drainage analysis will be summarized in a final drainage report to be submitted to the City and Dakota County SWCD (if applicable).

H. Private Utility Coordination

We will utilize the survey of underground utilities to understand the potential private utility conflicts for the project. We will conduct two (2) meetings with private utility companies prior to the pre-construction meeting to discuss the project. We have assumed that the meetings will be held at the 60% and 100% (during bidding phase) plan completion levels.

2. RIGHT-OF-WAY ACQUISITION SERVICES

As identified in the feasibility report, replacement of water services throughout the neighborhood will require the acquisition of permanent easements from up to seventeen (17) different parcels. The following right-of-way acquisition services are proposed for the project.

A. Appraisals

Henning Professional Services, as a Kimley-Horn sub-consultant, will contract appraisals for the additional parcel requiring permanent easement. The appraisals will be performed by Patchin Messner Valuation Counselors. The appraisals will be provided to the City for review and used in the preparation of offers to the property owners.

B. Right-of-Way Agent Services

Henning Professional Services, as a Kimley-Horn sub-consultant, will serve as the City's right-of-way agent through the right-of-way acquisition process. The right-of-way agent will perform the services listed below for the project in coordination with the City and designer for the additional permanent easement parcel.

- Maintain and provide acquisition spread sheets for information on all acquisitions
- Early Notification letter to owners with formal project information
- Contact the landowners and schedule meetings
- Conduct Field Title Investigations and complete Reports
- Work closely with the City and designer related to landowner questions and project details
- Prepare offer packets for each parcel
- Present offers of compensation
- Negotiate purchase of the easements
- Draft Administrative Settlements as appropriate
- Obtain signed easements and provide executed documents to City
- Draft and submit Pay Requests for payment to owner

- This task will also provide coordination with the City Attorney (CA) who will provide the conveyance documents and other required legal documents.
- Providing the City parcel files summarizing each acquisition at the end of the project

C. Parcel Sketch and Legal Description

We will prepare parcel sketches for up to seventeen (17) properties requiring permanent easement. Gorman Surveying, as a Kimley-Horn sub-consultant will prepare legal descriptions for the permanent easements on up to seventeen (17) properties.

Right-of-way Acquisition Services Assumptions

We have assumed the following in preparing the scope of work listed above for right-of-way acquisition services.

- The City will provide title research, parcel sketches, appraisals, staking and survey services needed.
- Closing will be completed by a licensed closing company and this will be a direct cost paid by the City.
- The City will provide legal documents such as easement, consents, disclaimers, certificates, access agreements, etc., as required.
- The City will also review title work and ensure that all interested parties are defined and listed prior to the agent meeting with the landowner.
- The City will record all documents that they would like recorded.
- The City will provide all tax forms such as 1099's.
- No relocation is included in this estimate.
- We assume one lender consent for the permanent easement parcel. Any fees related to obtaining a consent from the lender are not included in this estimate but would be provided as a pass-through cost.
- The City Attorney (CA) will provide all eminent domain tasks, if needed. Our assistance would be limited to providing all information and files in our possession and to strategize with CA.

3. BIDDING ASSISTANCE

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We have assumed that we will reproduce up to two (2) sets of plans and specifications for City staff use. We have assumed a prebid meeting will not be held for the project. We will field contractor questions related to the project plans and specifications and prepare any necessary addenda. We have assumed the City will utilize vBidding through QuestCDN and a bid tabulation will be prepared online. We will prepare a bid summary letter following the bid opening.

4. CONSTRUCTION STAKING

A. Construction Staking

A Kimley-Horn subconsultant, Gorman Surveying, will provide construction staking for

the project. We have assumed the following will be required for staking the proposed improvements:

- i. All staking will be on a one-time basis
- ii. Establish survey control points and project site benchmarks
- iii. Minimum of three stakes for each run of sanitary and storm sewer
- iv. Offset and reference stakes for each MH or CB (Sanitary and Storm)
- v. Two (2) reference stakes for each CB casting
- vi. Curb stakes every 50' on tangent, 25' in curves, and all grade and alignment changes
- vii. Blue tops for aggregate base grading
- viii. Offset and reference stakes at all hydrants
- ix. Stake construction limits every 50' and all angle points
- x. Stake sign locations
- xi. Watermain offset stakes every 50' and at all bends and connections
- xii. Pond staking at two (2) contour lines
- xiii. No staking for water and sanitary service adjustments

B. As-Built Survey

Gorman Surveying, will conduct an as-built survey for the project. We have assumed the following will be required for the survey:

- i. As-built survey information will be collected for the following:
 1. Storm (rims and inverts)
 2. Sanitary sewer (rims and inverts)
 3. Watermain hydrants and water services
- ii. As-built plans to be prepared by City staff
- iii. Traffic control will not be required
- iv. Utilities will be accessible and not require entrance into confined space
- v. Survey will be conducted after construction is complete.

5. CONSTRUCTION PHASE SERVICES

A. Pre-Construction Meeting/Contract Documents

We will conduct a pre-construction meeting with the contractor, sub-contractors, City staff, and private utilities and produce meeting minutes. We will also prepare conformed contract documents and coordinate execution of the documents with the contractor and City staff. We have assumed this work will be concurrent with CP 2016-13 Cahill Trunk Drainage Improvements.

B. Virtual Open House

We will prepare for and assist in conducting a virtual open house meeting with the neighborhood ahead of construction. We have assumed up to one (1) mailing will be prepared inviting the neighborhood to the meeting. We have assumed this meeting will be conducted similar to past pre-construction information meetings and City staff will send mailings.

C. Shop Drawing Review and Coordination

We will review shop drawings for the project submitted by the contractor. We will also coordinate any necessary shop drawing revisions with the contractor and the City.

D. Construction Coordination

We will provide construction coordination assistance to City staff. This task will include attendance at weekly construction meetings (up to 16), coordination with City staff, and coordination with the contractor as directed by City staff. We have assumed approximately eight (8) hours of effort per week for 16 weeks will be necessary to provide these services through final completion of the project.

E. Preparation of Change Orders and Construction Closeout Documents

Upon request by City staff, Kimley-Horn will prepare necessary change orders for the project. We have assumed the preparation of up to one (1) change order may be necessary. We will assist the City with construction closeout documentation and final negotiations with the Contractor following substantial completion of the project. We have assumed up to five (5) hours for the construction closeout process.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 27B

CARLEDA WAY AREA IMPROVEMENTS
CITY PROJECT CP 2016-09F

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
Final Design Services	\$ 71,500
Right-of-Way Acquisition Services	\$ 79,000
Bidding Assistance	\$ 3,500
Construction Staking	\$ 23,500
Construction Phase Services	\$ 32,000
<u>Reimbursable Expenses</u>	<u>\$ 7,600</u>
Total	\$ 217,100

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$217,100 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 27B

CARLEDA WAY AREA IMPROVEMENTS
CITY PROJECT CP 2016-09F

The following is a summary of the proposed schedule for the project:

Public Improvement Hearing	April 12, 2021
Council Order Project	
Authorize IPO 27B	
Authorize Land Acquisition	
Prepare Parcel Sketches	April/May 2021
Preliminary Design Submittal	May 2021
Appraisals	May 2021 – July 2021
Make Offers	August 2021
File Condemnation Petition	November 2021
95% Plan and Specs Submittal	November 2021
Title and Possession	February 2022
Bid Opening	March 2022
Council Award Bid	April 22, 2022
Begin Construction	May/June 2022
Substantial Completion	September 2022
Assessment Hearing	September 2022

**Request for Council Action****Public Hearing to Consider a Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Stormwater Utility Fund, Special Assessments	X

PURPOSE/ACTION REQUESTED

Public Hearing to Consider a Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)

SUMMARY

On November 9, 2020, the City Council ordered a feasibility study and accepted an engineering services proposal from Barr Engineering Co. for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). On March 8, 2021, City Council received the feasibility report and scheduled a Public Hearing for the improvements.

The feasibility report recommends a regional stormwater basin outlet and pipe reconstruction project. The total estimated project cost is \$336,293 with \$160,592 in estimated assessments for storm water improvements (48% of the storm costs), for City Project No. 2020-06.

Project funding is proposed based on 50% of the project cost funded through special assessments and 50% funded by the Stormwater Utility Fund. Assessment amounts were calculated by dividing the assessed amount among properties based on the percentage increase in runoff volume from a 100-year rainfall event, in a pre-development vs. post development model. Each property in the assessment roll is of different a size, and each property has different runoff volume impacts, so assessment amounts vary significantly from one parcel to another.

Staff held a virtual informational meetings with affected property owners on February 25th and April 1st of 2021 to present the feasibility report recommendations, the proposed preliminary assessments, and receive feedback prior to the improvement hearing. Representatives from three (3) of the six (6) affected property representatives attended the meetings with general support for the project. Staff addressed questions on funding, assessments, construction impacts and benefits of the project. The owners of the parcel leased to Home Depot, have been in correspondence with Engineering staff, and project information has been provided.

I recommend conducting the Public Hearing, approving the resolution ordering the project and authorizing preparation of plans and specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

JM

Attachment(s): Resolution
Project Area Map
Preliminary Assessment Roll
Preliminary Assessment Map

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

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS FOR CITY PROJECT NO. 2020-06 GOOD SAMARITAN POND (1301 50TH ST.)**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on March 8, 2021, called for a public hearing on the proposed improvement project, City Project No. 2020-06 Good Samaritan Pond (1301 50th St.); and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on April 12, 2021, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted April 12, 2021.
2. The city's planning commission has reviewed the proposed capital improvement and reported in writing to the Council its findings as to compliance of the proposed improvement with the comprehensive municipal plan.
3. Project contract documents (plans and specifications) are authorized to be prepared by Staff and Barr Engineering Co.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
5. The project is being funded by Special Assessments and the Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of April 2021.

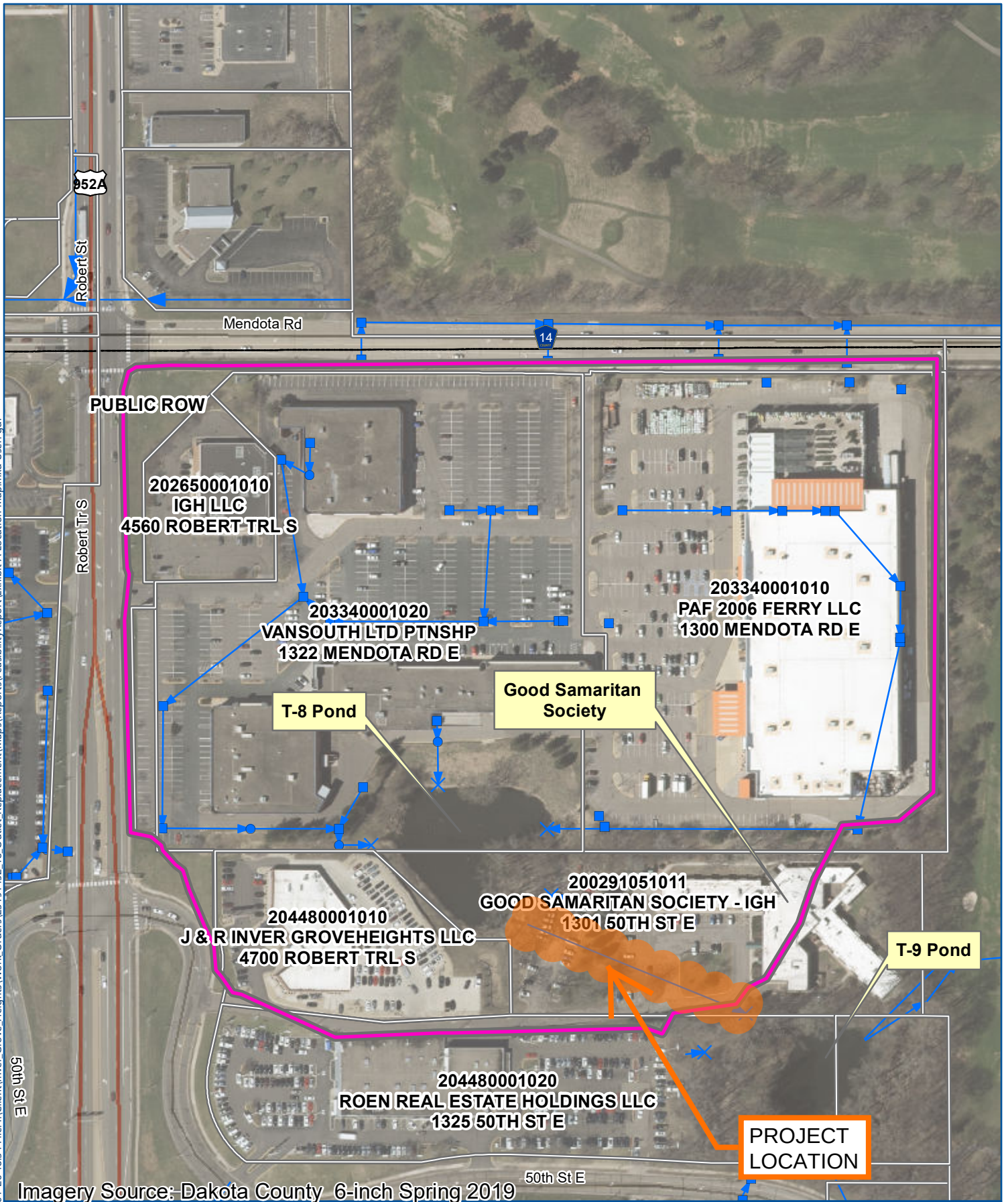
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NAYS:

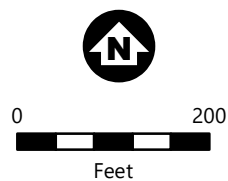
ATTEST

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk



- Flared End
- Catch Basin
- Storm Sewer
- Parcels
- Contributing Area



LOCATION MAP
City Project 2020-06
Good Samaritan Pond
(1301 50th Street)

EXHIBIT A

CITY PROJECT NO. 2020-06 - GOOD SAMARITAN POND (1301 50TH STREET)

PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	PROPERTY TYPE	OWNER NAME	SITE ADDRESS	SITE STREET NAME	COMPANY NAME	% INCREASE RUNOFF VOLUME (100-YEAR EVENT)	PRELIMINARY PROPOSED ASSESSMENT	ASSESSMENT PER SQFT OF PARCEL AREA
1	202650001010	COMMERCIAL	IGH LLC	4560	ROBERT TRL S	WALGREENS	4%	\$7,113.14	\$0.15
2	203340001020	COMMERCIAL	VANSOUTH LTD PTNSHP	1322	MENDOTA RD E	SOUTHRIDGE SHOPPING CENTER	34%	\$57,122.35	\$0.13
3	203340001010	COMMERCIAL	PAF 2006 FERRY LLC	1300	MENDOTA RD E	HOME DEPOT	46%	\$76,705.72	\$0.18
4	204480001010	COMMERCIAL	J & R INVER GROVE HEIGHTS LLC	4700	ROBERT TRL S	LAMETTRY'S COLLISION CENTER	3%	\$5,590.35	\$0.06
5	200291051011	COMMERCIAL	GOOD SAMARITAN SOCIETY - IGH	1301	50TH ST E	INVER GROVE CARE CENTER	7%	\$12,417.68	\$0.07
6	204480001020	COMMERCIAL	ROEN REAL ESTATE HOLDINGS LLC	1325	50TH ST E	INVER GROVE VW	1%	\$1,642.92	\$0.01
NA	NA	CITY/ROW	CITY OF INVER GROVE HEIGHTS	NA	50TH ST/HWY 3	CITY OF INVER GROVE HEIGHTS	4%		NA
							100%	\$160,592.16	

Mendota Road

Robert Trail

1

2

3

Pond T-09-02

4

5

6

50th Street E.



07/02/2020

City Project No. 2020-06
Good Samaritan Pond (1301 50th St) - Outlet Pipe Replacement
Preliminary Assessment Map

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

**Request for Council Action****TITLE:** WENCK ASSOCIATES (FORTISTAR)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following for the property located at 2495 117th Street (west 100 acres);

1. Third reading of an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
 - Requires a 3/5th's vote.
2. A Resolution relating to a Conditional Use Permit, improvement agreement, and related agreements for an energy recovery facility for the generation of renewable natural gas.
 - Requires a 4/5th's vote.
 - 60-day deadline: April 19, 2021 (second 60 days)

SUMMARY:

Fortistar is proposing to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. This request requires an amendment to the IRM district and a conditional use permit for the operation.

ANALYSIS

In 1991, the City amended its zoning ordinance to create the IRM district to enable it to exercise greater control over solid waste uses within the City. All uses within the IRM district are allowed by conditional use. In 1995, a conditional use permit was approved for an energy recovery facility for the generation of electricity on the northwest corner of the landfill property. The energy recovery facility converted methane gas generated from the landfill and converted it to electricity. This plant was in operation until 2019. Fortistar now is proposing an energy recovery facility on site in the northeast corner of the west 100 acres approximately due west of the old electric plant. This new plant would

convert methane gas into renewable natural gas for consumer needs such as natural gas for natural gas truck fleets.

Plant will be constructed on land leased from Pine Bend Landfill. Access will be from a new driveway on Rich Valley Boulevard opposite the driveway to Bituminous Roadways. The project complies with site design and performance standards.

The Non-Conforming Use Certificate for the Landfill also needs to be amended to reflect the new renewable natural gas operation.

RECOMMENDATION:

Planning Staff: Recommends approval of the third reading of the Ordinance Amendment and approval of the conditional use permit and related agreements.

Planning Commission: Recommended approval of the ordinance amendment and conditional use permit.

Attachments: Ordinance Amendment
Resolution for Conditional Use Permit
Planning Commission Recommendation
Planning Report
Improvement Agreement and Related agreements (3)
Non-Conforming Use Agreement Amendment

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 13, ARTICLE E, SECTION 6 REGARDING CONDITIONAL USES
WITHIN THE IRM, INTEGRATED RESOURCE MANAGEMENT OVERLAY DISTRICT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 13, ARTICLE E, SECTION-6 , (10-13E-6) of the Inver Grove Heights City Code is hereby amended to add the following provisions. The underlined text shows the language added to the code:

Energy recovery facility for the generation of renewable natural gas, provided:

A. The facility shall be constructed for the sole purpose of generating renewable natural gas;

B. The resource used as fuel for the renewable natural gas generator is derived from gases generated by a mixed Municipal solid waste landfill; and

C. The site for the energy recovery facility shall not exceed ten acres in size.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council on the 12th day of April, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ENERGY RECOVERY FACILITY FOR THE GENERATION OF RENEWABLE NATURAL GAS WITHIN THE IRM OVERLAY DISTRICT

CASE NO. 21-03ZAC
(Fortistar)

WHEREAS, an application for Conditional Use Permit has been submitted for property legally described as the following;

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South one Half of the Northwest Quarter of Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the center line of S.A.R. #71.

WHEREAS, the aforescribed property is currently zoned I-1, Limited Industry District and IRM, Integrated Resource Management Overlay District;

WHEREAS, all conditional use permits are subject to the criteria listed in City Code Title 10, Chapter 3, Article A, Section 10-3A-5, regarding consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria;

WHEREAS, a public hearing concerning the Conditional Use Permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 2, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit for an energy recovery facility for the generation of renewable natural gas, subject to the following conditions:

1. The site shall be developed in substantial conformance with the plan set revision date of 12/21/20. Plans are on file with the Planning and Engineering Departments.

***The final list of approved plans and date of plans shall also be identified in the development contract.**

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Any parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines.
4. Any roof top and/or ground utility equipment shall be substantially screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
5. All plans shall be subject to the review and approval of the City Fire Marshal.
6. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.
7. Final site, grading, storm water management, erosion control plans and utility plans shall be approved by the City Engineer, Barr Engineering and Stantec Engineering.
8. The developer shall meet the conditions outlined in the City Engineers review memo dated 2/11/21 and 3/10/21 and any subsequent correspondence.
9. The owner of Pine Bend Sanitary Landfill, BFI Waste Systems of North America, LLC, and the developer are both responsible for complying with the obligations and conditions contained in this Conditional Use Permit.

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

Adopted by the City Council of Inver Grove Heights this 12th day of April , 2021.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 2, 2021

SUBJECT: **WENCK ASSOCIATES, INC (FORTISTAR) - CASE NO. 21-03ZAC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use, and a conditional use permit to operate an energy recovery facility, at the subject property located on the east side of Rich Valley Boulevard. 10 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. Fortistar would be constructing the facility and leasing a five-acre area from Pine Bend Landfill. The plant will convert raw methane gas that comes from the decomposition of the material in the landfill into renewable natural gas that can be used for an alternate energy source. In 1995 the City approved a CUP for an electric power facility that was located in the northwest corner of the landfill. That facility converted methane gas to electricity, which was then sold onto the grid. That facility is no longer in operation. The proposed facility will be a one-story building and will gain access from a driveway constructed to Rich Valley Boulevard. This driveway will be used by employees coming to service the building, but the gas that will be generated will be transferred through underground pipelines, not by trucks. A future pipeline will take the gas to an existing facility in the Xcel system near Rich Valley Boulevard and 105th Street. There will be approximately three employees at this facility, and it will be served by a private septic system, city water, and its stormwater management will be on site. This property is located within the Integrated Resource Management (IRM) district which was established in the early 1990's specifically for landfills and waste related industries. The ordinance will now need to be amended to allow for an energy recovery facility for the generation of renewable natural gas. All uses in the IRM district are done by conditional use, so a conditional use permit is being requested. Staff recommends approval of both the ordinance amendment and the conditional use permit.

Chair Maggi asked if the proposed pipeline would be constructed through private properties.

Mr. Hunting replied that the applicant could best answer that question, but his understanding was that it would run along Rich Valley Boulevard to the existing pipeline system near the old schoolhouse/city parks building at 105th Street. Zoning approvals are not required since the

City's zoning ordinance considers pipelines an essential service which is a permitted use.

Chair Maggi asked if the City would have any liability if there was a pipeline leak.

Mr. Hunting replied that would be Fortistar's responsibility.

Commissioner Robertson asked for confirmation that the pipeline was not yet built.

Mr. Hunting replied in the affirmative, stating this new mile long segment would need to be constructed.

Commissioner Robertson asked if the proposed mile-long pipeline would then connect to an existing system that would allow the natural gas to go to Xcel.

Opening of Public Hearing

Allen Hunt, Fortistar, advised that they currently have a third-party acquiring right-of-way from Flint Hills Resources and expect approval from the Minnesota Public Utilities Commission (PUC) by the end of February.

Commissioner Simon asked if staff heard from any of the surrounding neighbors.

Mr. Hunting replied they had not.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Hunt replied in the affirmative. He advised that he was the project manager that built the former power plant on the northwest side of the landfill. The new facility will take landfill gas, that is currently being flared, remove the contaminants, and transport it by pipeline so it can be utilized by some of their affiliated companies to become compressed natural gas fuel. This will result in a significant emissions reduction as well as off-site reductions by displacing diesel-powered trucks with compressed natural gas trucks.

Commissioner Kramer asked if there were any potential impacts or byproducts resulting from the processing of the methane gas.

Mr. Hunt explained the proposed process, stating that predominantly any contaminants, such as carbon dioxide, residual oxygen and nitrogen, would be removed and combusted in a thermal oxidizer that is part of this facility.

Commissioner Robertson asked why the electricity producing plant was no longer in operation.

Mr. Hunt replied that it became uneconomical to operate about two years ago. The proposed removal of natural gas option is a much better alternative and produces considerably lower emissions.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Challeen stated she supported pursuing renewable energy but wanted confirmation that this would require approval and oversight by the appropriate agencies and regulators.

Mr. Hunt replied in the affirmative, stating the facility would be subject to normal State environmental safety regulations and the pipeline contractor would have to get approval from the utilities commission. The pipeline, from an operational perspective, would be governed by federal rules.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Robertson, to approve the request for an ordinance amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use, and a conditional use permit to operate an energy recovery facility, for the subject property located on the east side of Rich Valley Boulevard, with the eight conditions listed in the report.

Motion carried (9/0).



PLANNING REPORT

CASE NO: 21-03ZAC

APPLICANT: Wenck Associates

PROPERTY OWNER: BFI Waste Systems of North America, LLC

REQUEST: Zoning Code Amendment and CUP for renewable natural gas plant

HEARING DATE: February 2, 2021

LOCATION: 2495 117th St (west 100 acres)

COMPREHENSIVE PLAN: LI, Light Industrial

ZONING: I-1, IRM Overlay District

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Wenck Associates has submitted an application on behalf of Fortistar Methane Group for a conditional use permit to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. A natural by-product of the decomposition of solid waste in the landfill is the formation of methane gas in the buried debris. This gas must be handled in some way, so it does not accumulate inside the landfill. Typical mitigation includes a system that collects the gas and then is burned off at specific locations on the landfill. In 1995, the city approved a CUP to allow the construction of a plant (12,000 square feet in size) in the northwest corner of the landfill site to take some of the methane gas process and convert the energy into electricity. That plan was in operation until sometime in 2019. Fortistar is now requesting to construct a new building that will convert the raw methane gas into renewable natural gas that can be used for an alternate energy source for such things as truck fleets. Fortistar would be leasing an approximate 5 acre area for the plant. Access would be from a driveway constructed to Rich Valley Boulevard. The converted gas would be transported via pipeline to an existing facility owned by NSP near Rich Valley Boulevard and Barnes Avenue. The gas will then be transported through the existing NSP pipeline system. There will be no truck transport of any gas from the new facility.

The City was concerned about further possible expansions to the Pine Bend Landfill on the current site and also on the west 100 acres. In 1991, the City adopted an overlay district specifically for landfills and waste related industries. The ordinance provided a specific list of

allowed uses in the overlay district, all by conditional use . In 1995, the ordinance was amended to allow for an energy recovery facility for the generation of electricity. Now that the electric plant no longer operations and a new form of energy recovery facility is being proposed, the IRM District will also need to be amended to allow for an energy recovery facility of the generation of renewable natural gas.

SPECIFIC REQUESTS

The application consists of the following:

1. An Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
2. A Conditional Use Permit to operate an energy recovery facility.

EVALUATION OF THE REQUEST

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

North: Vacant; zoned A; guided RDR

East: Pine Bend Landfill

West: Bituminous Roadways; zoned A and S&G Overlay; guided RDR

South: Vacant part of west 100 acres; zoned I-1; guided LI

ORDINANCE AMENDMENT

In 1991, the City adopted the IRM, Integrated Resource Management Overlay District to regulate and limit uses in and around the existing landfill. The primary purpose was to prohibit any further landfill expansion on abutting properties and make the uses allowed by conditional use permit. In 1995, the City amendment the ordinance to allow for a methane to electric conversion energy recovery facility. The code is very specific to allow only methane generated by the landfill to be converted to electricity at the facility that is now been shuttered.

An ordinance amendment is proposed to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use with the same performance standards used for the electric facility.

CONDITIONAL USE PERMIT FOR ENERGY RECOVERY FACILITY

Setbacks. The leased space is approximately 200 feet wide from N-S. The 12,000 square foot building location exceeds the required 40 foot setback from property lines. The closest point of the building to a property line (north) would be 72 feet. The building would be 274 feet from Rich Valley Boulevard.

Parking. The building would be occupied by a total of three employees, two during the day, one at night. The plan provides for four parking spaces. Staff is comfortable with the parking provided.

Access. The site will be accessed via a long driveway from Rich Valley Boulevard. The access point will be opposite the main driveway for Bituminous Roadways. As stated earlier, the site is only serviced by three employees. No truck traffic will be coming from this site.

Landscaping/Tree Protection. The vast majority of the property is open and flat and without trees. There is some existing vegetation around the wetland to the southeast of the construction site.

Landscaping is proposed along the north boundary of the site, around the storm water pond and around the building. The code requires a total of 72 trees or their equivalent be provided. The landscape plan identifies 46 trees and 180 shrubs to be planted. This satisfies the landscape requirement.

Building Materials. The proposed building will consist of textured wall panels with a stucco finish on all four sides of the building with masonry block on the bottom ¼ of the building. The proposed materials comply with exterior material standards.

Engineering. There will be stormwater infiltration basin located on the west side of the building to address stormwater needs. The site will have its own private septic system on the east side of the building. Water will be provided either by a private extension from the public system on the landfill property or an extension of the public system. Engineering has reviewed plans and finds the design acceptable. There will still be some technical detail elements to be worked out before any permits can be issued.

Lighting. A lighting and illumination plan has been submitted which identifies all lighting will be using down cast style fixtures on the light poles and building. The illumination pattern complies with the zoning code maximums.

General conditional use permit criteria review

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The comprehensive plan for this area is to provide for light industrial type uses, related or not related to the landfill, but no further expansion on the west 100 acres. The use is not a landfill but is ancillary to the impacts of the landfill. Allowing for methane to be converted to pipeline grade gas is an environmental benefit rather than just flaring off the excess methane.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

With the proposed amendment to the overlay district, the use would be consistent with the intent of the code to allow industrial types uses but no landfill expansion.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The use would be low intensity and would not generate noise, odors, high traffic volumes, etc. that would have an impact on existing or planned properties. Allowing this conversion of the methane gas is a better choice than flaring the methane.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The use will require connection to the municipal water system. The system has the capacity to provide service to the user.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. *Aesthetics/exterior appearance*

The proposed building materials comply with code requirements.

- ii. *Noise*

The proposed building would be a low noise generator.

- iii. *Fencing, landscaping and buffering*

The applicant is providing landscaping and preserving existing trees to buffer the site.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The proposed use is located away from other properties and close to the landfill. The use would be a low traffic generator and general operating hours would not conflict with surrounding land uses.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would have a positive impact on the environment by recycling the methane gas generated from the landfill and converting to usable gas for energy for other uses.

ALTERNATIVES

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

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

- Approve an Ordinance Amendment to the IRM, Integrated Resource Management Overlay District to allow for an energy recovery facility for the generation of renewable natural gas as a conditional use.
- Approve a Conditional Use Permit to allow an energy recovery facility for the generation of renewable natural gas in the IRM overlay district subject to the following conditions:

1. The site shall be developed in substantial conformance with the plan set revision date of 12/21/20. Plans are on file with the Planning and Engineering Departments.

***The final list of approved plans and date of plans shall also be identified in the development contract.**

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. Any parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines.
4. Any roof top and/or ground utility equipment shall be substantially screened on all sides from public view. Screening materials shall be compatible with the building's overall design.
5. All plans shall be subject to the review and approval of the City Fire Marshal.
6. An improvement agreement, stormwater agreements, and other agreements related thereto, shall be required to be executed between the City and the developer. The contract will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary.

7. Final site, grading, storm water management, erosion control plans and utility plans shall be approved by the City Engineer, Barr Engineering and Stantec Engineering.
8. The developer shall meet the conditions outlined in the City Engineers review memo dated 1/11/21 and any subsequent correspondence.

B. Denial. If the Planning Commission does not favor the proposed application, or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

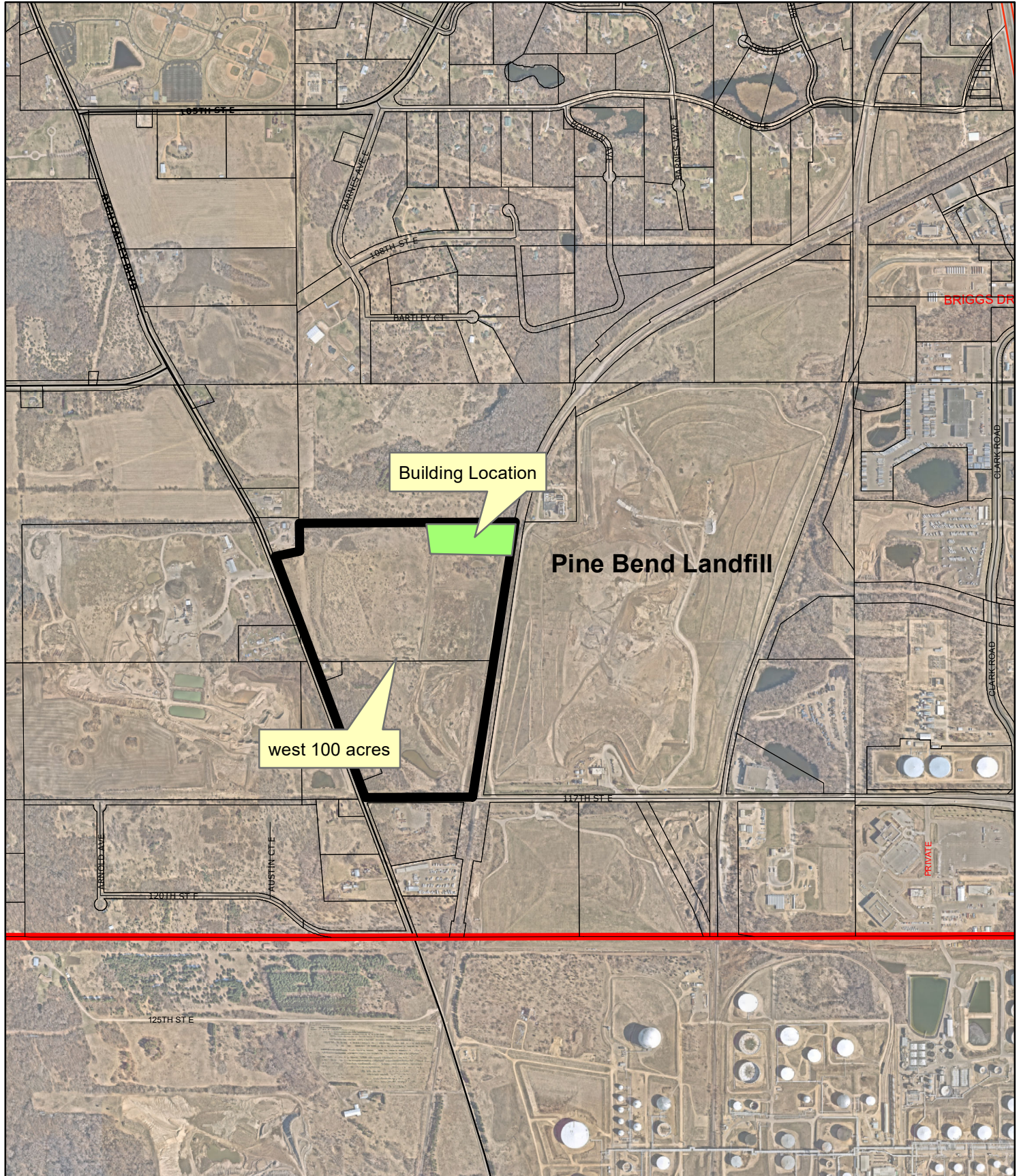
RECOMMENDATION

Staff recommends approval of both the ordinance amendment and conditional use permit.

Attachments: Location Map and west 100 acres
Applicant Narrative and construction plans
Overall Site Plan
Building Elevation Plans
Photometrics Plan

Location Map

Case No. 21-03ZAC



December 21st, 2020

City of Inver Grove Heights

Planning Department

8150 Barbara Avenue

Inver Grove Heights, MN 55077

Fortistar RNG Expansion – Project Narrative

Background

The Fortistar RNG Expansion project is located within the Republic Services Pine Bend Landfill in Inver Grove Heights, MN. The site is east of Dakota CSAH 71 (Rich Valley Blvd), west of the Union Pacific Railroad, North of 117th Street E and south of an Industrial open space owned by Flint Hills Resources Pine Bend LLC. The site is located on a 61-acre parcel (PID 20-02200-26-011). The proposed project consists of construction of a single story, 12,000 SF renewable natural gas (RNG) plant for the Fortistar Methane Group.

Zoning and Land Use

The current parcel is zoned as (I-1) Limited Industry. As part of the Conditional Use Application the project will also be applying for a Zoning Code Amendment to allow for the processing and production to occur on this site and to ultimately be distributed to Xcel Energy. The surrounding properties of this site are zoned as (A) Agricultural to the north and west, (I-1) Limited Industry to the south and (I-2) General Industry to the east. The Future Land Use Map consists of Industrial Open Space to the north and west, Light Industrial for the site and to the south and General Industrial to the east. This site is also located within the Integrated Resource Management (IRM) overlay District. The city also verified that platting is not required for a lease site.

Building/Processing Plant

SCS Energy (SCS) will provide a renewable natural gas (RNG) plant. The plant will be delivered on an engineer/procure/construct (EPC) basis. The project will install a new gas processing facility capable to process up to 3,200 SCFM of landfill gas (LFG) from the Republic Services Pine Bend Sanitary Landfill to produce pipeline quality Renewable Natural Gas (RNG). This plant will be utilizing the latest gas treatment technologies available in the market. The produced RNG will meet gas specifications mandated by the gas off-taker for injection into a nearby pipeline. The proposed building is 30' – 6" tall and is 60-feet wide by 200-feet long. The mechanical equipment room, air compressor room and the storage/shop room will include a wet sprinkler system. The mechanical equipment room will be designed for Class 1 Division 2. Electric heaters will be supplied in the mechanical equipment room to maintain a minimum temperature of 50° F with the mechanical equipment offline. The building exterior walls will be constructed to meet local building code requirements. The RNG plant is expected to produce 2,182 million British thermal units per day (mmBtu/day) at an ambient air temperature of 62° F. The RNG plant will satisfy the Northern States Power Company Minnesota (NSPCM) pipeline quality gas specifications.

Site

The proposed 5.5 acres site will be leased from Republic Services Pine Bend Land fill. The lot is 200 feet wide (north/south) and meets the city's Setback requirements for (I-1) Limited Industry District as listed in the table below.

	Building Setback		Pavement Setback	
	Required	Proposed	Required	Proposed
Front / (West)	40 Feet	274 Feet	10 Feet	220 Feet
Side Yard (North)	40 Feet	72 Feet	5 Feet	14 Feet
Side Yard (South)	40 Feet	68 Feet	5 Feet	5 Feet
Rear Yard (East)	40 Feet	725 Feet	5 Feet	683 Feet
Lot Width	100 Feet	200 Feet		
Lot Area	1 Acres	5.5 Acres		
Height (Max.)	60 Feet	30.5 Feet		
Building Coverage	30%	21%		

Access and Parking

Site access will be provided via a newly constructed 1,300 lineal foot access drive from Dakota CSAH 71 (Rich Valley Blvd) to the west of the site. The access drive will consist of a 20-foot-wide bituminous pavement section and a 2-foot-wide gravel shoulder on each side. The access drive will encircle the entire building to provide fire protection access to all four sides of the building and the accompanying mechanical equipment.

The proposed building will be occupied by a total of three employees, two of which will work during the day shift and one working the over night shift. The proposed parking area consists of 4 standard parking spaces, 1 accessible parking space and 1 access aisle. All of the parking spaces are 18 feet long by 9 feet wide. An expanded 24-foot-wide drive aisle will be constructed adjacent to the parking area to provide adequate vehicle maneuvering space. A turning Simulation Exhibit was produced to verify that a 40-foot-long pumper fire truck is capable of accessing the entire building perimeter.

Landscaping and Tree Preservation

The proposed landscaping is designed to provide site character and blend into the surrounding existing site vegetation. We plan to preserve all existing trees that fall outside of the grading limits and to provide additional trees for create screening for adjacent properties. The project has proposed a planting schedule which provides ample landscaping and screening for the site. The types (species) of new trees and minimum size specified meets the City ordinance. The number of trees that will be removed within the limits of disturbance is not anticipated to exceed the city's 60% threshold for I-1 Zoning Districts. A tree survey will be conducted prior to construction to confirm the quantity of significant trees that will be removed. The significant trees that are removed outside of the lease site area will be recorded and will need to be

accounted for if future Landfill development exceeds the 60% threshold for the entire property. At that time a tree preservation plan will be produced for the expanded development.

Grading and Drainage

Proposed site grades are generally between 1.0% and 5.0% within drive aisles and parking areas. The parking lot and drive aisles will be bounded with curb and gutter to collect stormwater runoff and direct it to the onsite stormwater infiltration basin. Overall grades within greenspace areas are typically kept at 4:1, though some areas may steepen to a maximum of 3:1. The parking area will be flush with exterior sidewalk and will provide accessible access to the building.

Stormwater Treatment

The site is currently vacant and forms overland runoff. The geotechnical report provided by the Northern Technologies, LLC suggested approximately 2 to 9 feet of undocumented fill overlying poorly graded sand on the site. This project will disturb total of 3.4 acres and result in a net increase of approximately 1.6 acres of new impervious area (including the access road). The proposed development includes grading much of the site to allow construction and adequate drainage.

Stormwater treatment will be provided with an infiltration basin on the west end of the site. Most of the on-site impervious surface runoff will be directed to the infiltration basin for treatment. A small portion of the site and the paved access road will be discharged off-site. Discharges from the impervious surfaces will be pre-treated to remove sediments with a combination of a sump structures with flow attenuating baffle. The water quality volume provided by the infiltration basin is adequate to treat 1" runoff from impervious surfaces to comply with the MPCA NPDES permit requirements. The infiltration basin exceeds the total required water quality volume. About 24,794 square feet (36%) of the new impervious surface is not routed to the infiltration basin and this includes 22,878 sf of the paved access road. The paved access road will flow through a vegetated buffer along the shoulders. The outlet structure and basin are designed to provide a minimum of two feet of separation between the adjacent structure finished floor elevation (FFE) of 865.00-feet and 100-year high water level (HWL). The 100-year high water level for the basin is 857.8 ft and provides adequate protection for the adjacent structures. The basin is also designed to provide rate control for site discharges.

City of Inver Grove Heights requires that implementation of best management practices to reduce TSS and TP by 85% and 55%, respectively. SHSAM and P8 models were set up to determine the efficiency of the proposed infiltration basin and the overall site. The overall removal efficiency for the site resulted in 91% TSS removal and 65% TP removal.

Wetlands

The project area has an existing wetland to the southeast of the site, which was delineated in 2018. The 1.02 acre basin was classified as a type 1 and 2 (circular 39) wetland. The PEM1B (Cowardin) wetland is listed as a seasonally flooded basin and fresh (wet) meadow (Eggers and Reed). The delineation report will be included with the project submittal package for reference. The proposed site disturbance will not impact the existing wetland. Erosion control measure will be implemented to protect the wetland from construction activities.

Utilities

The proposed facility will connect to existing water lines east of the property. The 10" DIP fire protection line and 4" DIP domestic water services will be routed under the Union Pacific Railroad within a 24" steel casing pipe that will be jacked and bored. On the eastside of the railroad the domestic water service will connect the 12" city watermain and the fire protection line will be routed to the existing fire pump house adjacent to the existing plant building. Additionally, on the east side of the building a new fire hydrant will be installed to provide full building coverage and fire apparatus access.

The landfill gas will be routed from the existing landfill on the east side of the railroad to the new building via 24" HDPE service pipe. Along with the gas line two additional 3-inch HDPE condensate service lines will be installed within a 36" steel casing pipe, which will also be jacked and bored under the railroad. Southwest of the building on the west side of the access road there will be a thermal oxidizer. Additionally, in the northwest portion of the site there will be a Pipeline Company Metering and Monitoring station, where the final product gas and supplemental fuel will connect to the site.

The existing site is not served by municipal sanitary sewer so the project will install a subsurface sewage treatment system consisting of a underground septic tank, pump, and force main to the primary drainage field. Additionally, a secondary drainage field is also shown on the proposed plans and the area will be protected from disturbance until the system is being installed. The septic system will be designed and permitted via a licensed SSTS contractor.

Site lighting will be provided via wall fixtures on the proposed building per the luminaire plan. Lighting will be consistent with the lighting zoning code and minimize glare and impact to surrounding properties.

Dakota Electrical Association will be installing new overhead power lines and poles that service the site from the west. The new service will follow the west side fo the access road from Rich Valley Blvd to the proposed transformer location near the northeast for of the building.

Fortistar RNG Expansion Development Schedule

Winter, 2020 – Application to the City of Inver Grove Heights

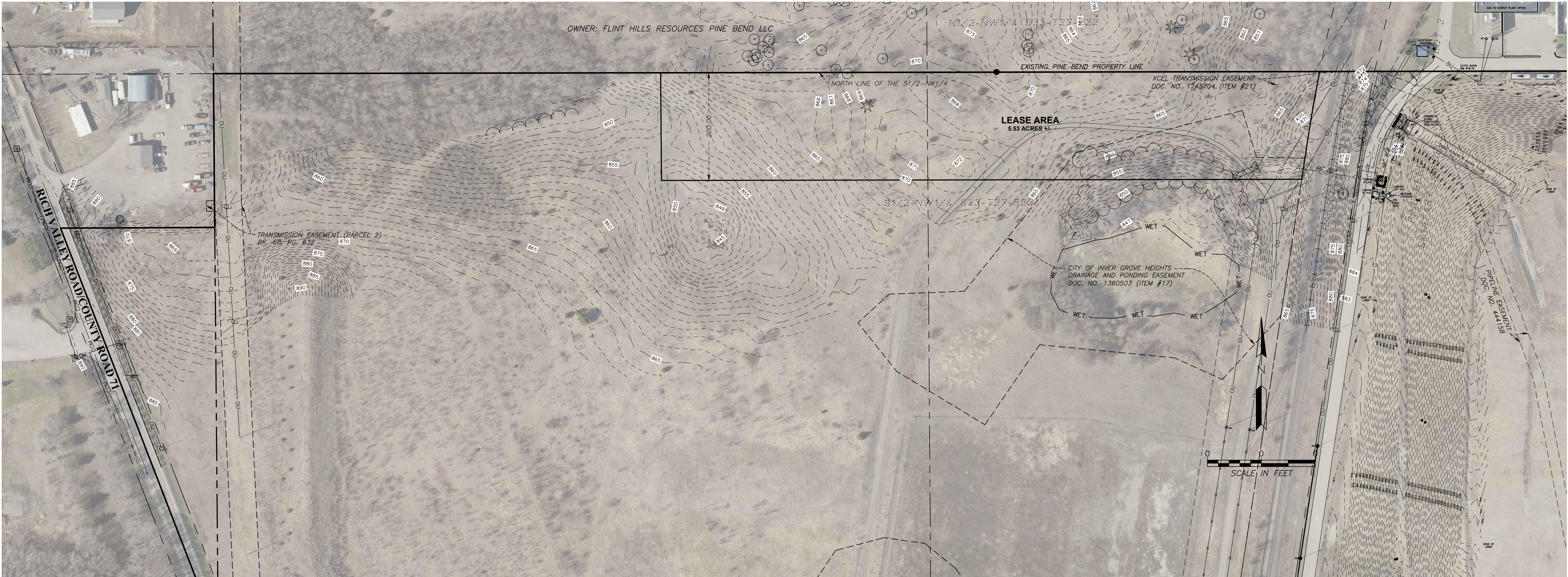
Winter/Spring, 2020/2021 – Building Permit Application

Spring, 2021 – Begin Construction

Fall, 2021 – Building Occupancy

Submittal Package Summary

0. Conditional Use Permit Application
1. Project Narrative
2. Topographic and Boundary Survey
3. Civil engineering and Landscape Architecture Plans
4. Building Elevation Plan, Floor Plan and Product Information
5. Fire Truck Turning Movement Exhibit
6. Site Photometrics Plans
7. Lighting Details and Specifications
8. Stormwater Management Plan (Memo, HydroCAD Report and Geotech Report)
9. Wetland Delineation Report
10. Pine Bend Vesting Deed Description
11. Pine Bend Warranty Deed
12. DCS Title - Abstractors Certificate – Radius Report



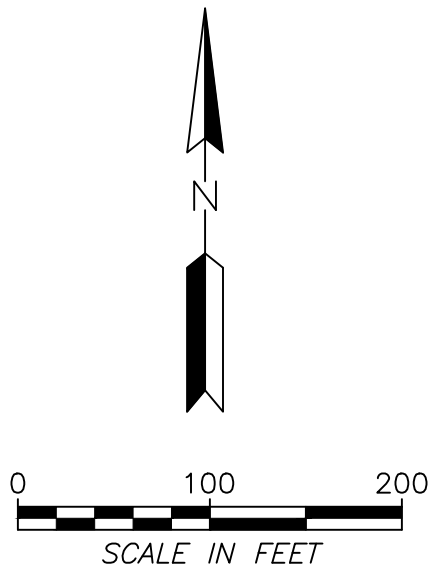
SURVEYORS NOTES:

1. Bearings are based on the local landfill system.
2. Property boundary and easement information shown hereon is based on a cursory title search and may not reflect all encumbrances or easements on the property.

SURVEYORS CERTIFICATION:

I hereby certify that this survey was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.


Chris Ambourn
LS 43055
12/18/2020
Date



LEGEND

- | | | | |
|---------|-----------------------|----------|--------------------------------|
| ● | FOUND SURVEY MONUMENT | — I — | WATERMAIN |
| ⊕ | STORM SEWER MANHOLE | — G — | UNDERGROUND GAS LINE |
| ⊗ | STORM SEWER INLET | — COM — | UNDERGROUND COMMUNICATION LINE |
| ⊗ | STORM SEWER INLET | — F/O — | UNDERGROUND FIBER OPTIC LINE |
| △ | FLARED END SECTION | — UE — | UNDERGROUND ELECTRIC LINE |
| • | BOLLARD/POST | — OU — | OVERHEAD UTILITY LINE |
| • | UTILITY POLE | — WET — | APPROXIMATE WETLAND EDGE |
| ☀ | LIGHT POLE | — TREE — | TREE LINE |
| ☀ | DECIDUOUS TREE | | |
| ☀ | CONIFEROUS TREE | | |
| +++ | RAILROAD TRACK CL | | |
| — X — | FENCE LINE | | |
| — >> — | STORM SEWER | | |
| — >—> — | SANITARY SEWER | | |



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Address
City, State, Zip

Ph:
Fax:

CLIENT NAME

SCS ENGINEERING

PROJECT TITLE

CERTIFICATE OF SURVEY

DWN BY CNA

CHK'D XXX

APP'D XXX

DWG DATE SEE ABOVE

SCALE SEE SCALE BAR

PROJECT NO. 7125-20-500

SHEET NO. 1 OF 1

PRELIMINARY SITE CONSTRUCTION PLANS

FOR

FORTISTAR RNG EXPANSION

INVER GROVE HEIGHTS, MINNESOTA

DECEMBER 2020

ENGINEER



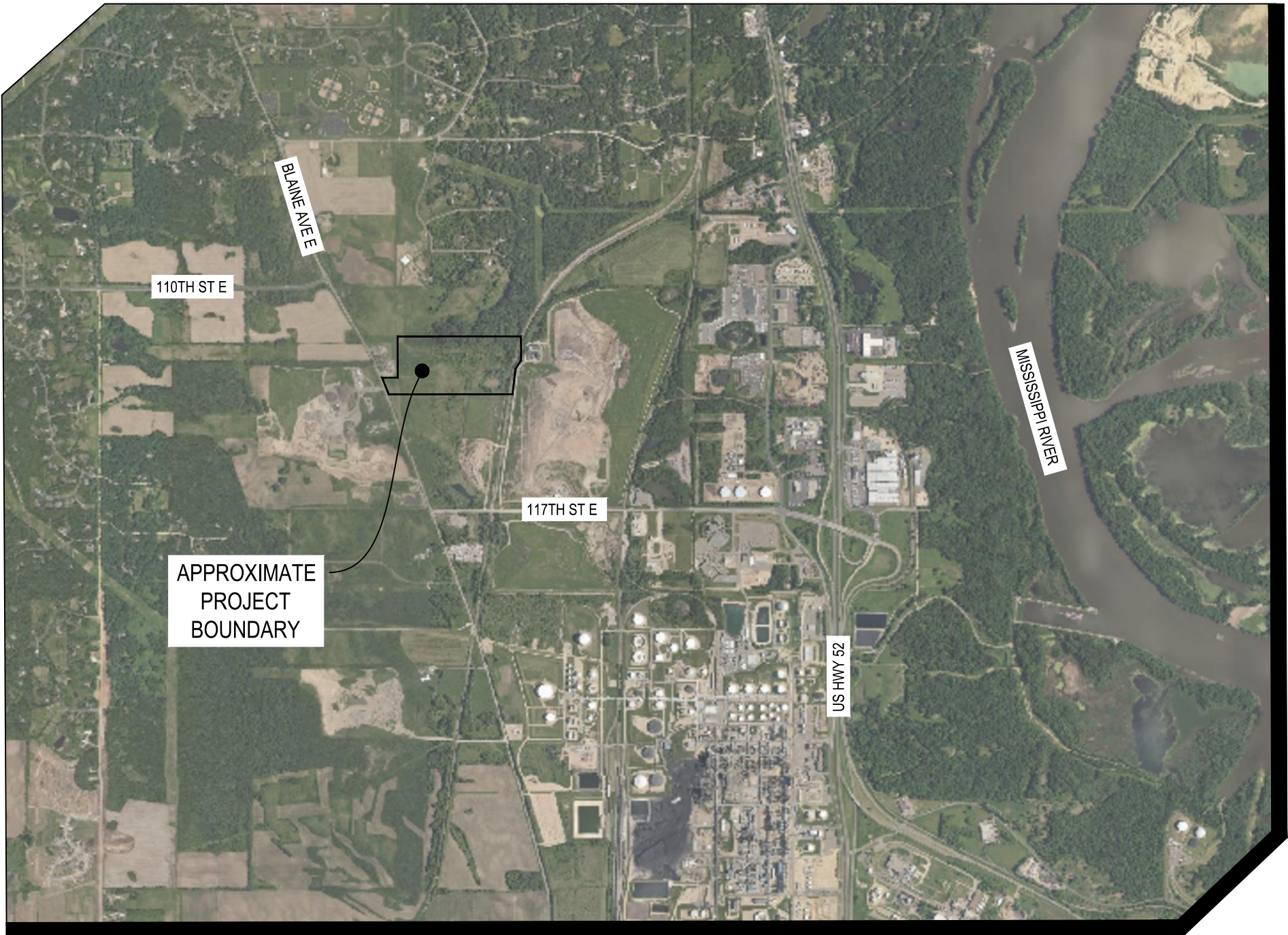
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GOLDEN VALLEY, MINNESOTA 55427
(P) - 763-489-7400
CONTACT: PAT SVEUM P.E.

DEVELOPER

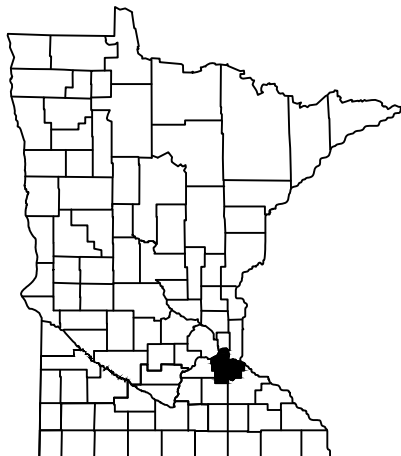


SCS ENGINEERING
3900 KILROY AIRPORT WAY, SUITE 100
LONG BEACH, CALIFORNIA 90806
(P) - 562-426-9544
CONTACT: JEFFERY PIERCE



VICINITY MAP

NOT TO SCALE



PROJECT LOCATION

CITY: INVER GROVE HEIGHTS
COUNTY: DAKOTA COUNTY

SHEET INDEX

Sheet Number	Sheet Title
C-001	COVER SHEET
C-003	EXISTING CONDITIONS
C-004	REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN
C-101	OVERALL SITE PLAN
C-102	ENLARGED SITE PLAN
C-201	OVERALL POST-CONSTRUCTION STABILIZATION PLAN
C-202	ENLARGED POST-CONSTRUCTION STABILIZATION PLAN
C-203	SWPPP
C-301	ENLARGED GRADING PLAN
C-302	ENTRANCE ROAD PLAN & PROFILE (WEST)
C-303	ENTRANCE ROAD PLAN & PROFILE (EAST)
C-401	UTILITY PLAN AND PROFILE (WEST)
C-402	UTILITY PLAN AND PROFILE (EAST)
C-501	STORM SEWER PLAN
C-801	DETAILS
C-802	DETAILS
C-803	DETAILS
L-101	WEST LANDSCAPE PLAN
L-102	EAST LANDSCAPE PLAN
L-801	LANDSCAPE NOTES & DETAILS

THIS PLANSET CONTAINS 20 SHEETS



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CLIENT:



SCS ENGINEERS

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

ISSUE NO.:

1

DESCRIPTION:

CITY SUBMITTAL

DATE:

12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: MDH CHKD BY: PWS APPD BY: JTJ

ISSUE DATE: 12/21/2020

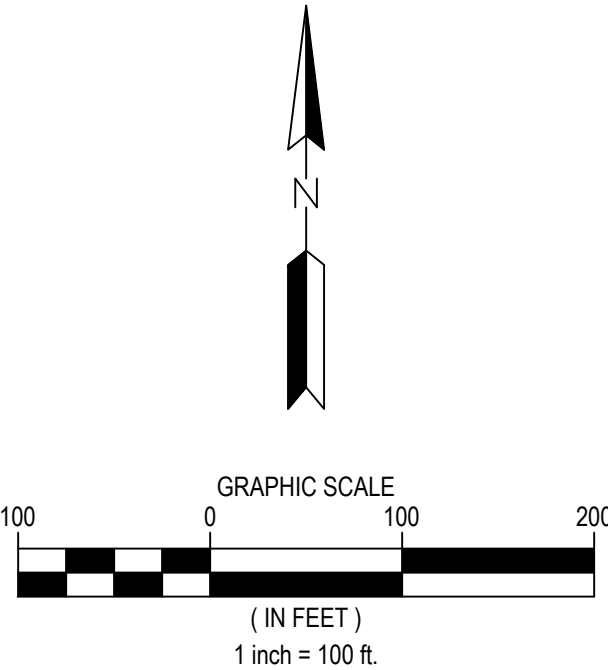
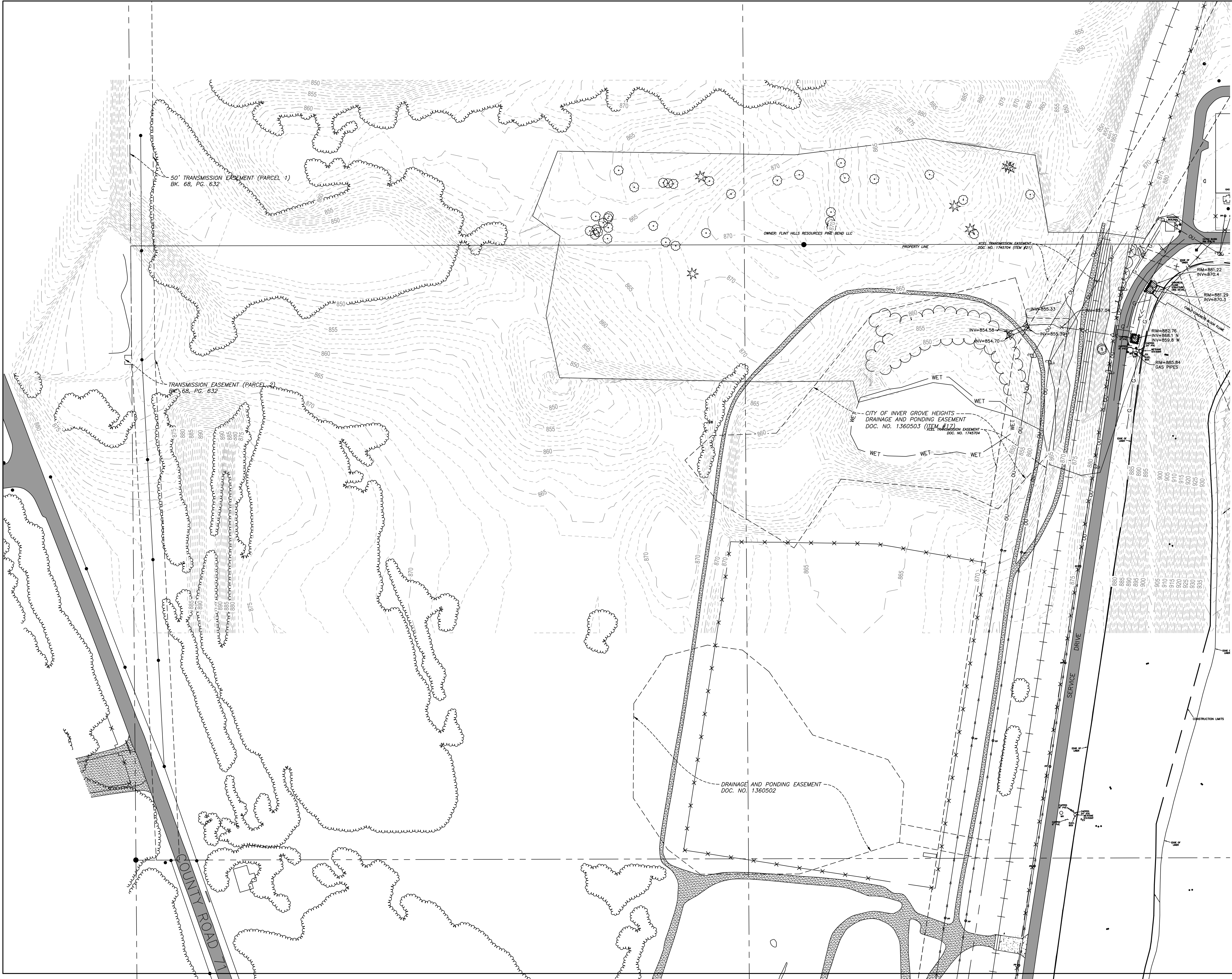
ISSUE NO.: 1

SHEET TITLE:

COVER SHEET

SHEET NO.:

C-001



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING RAILROAD TRACK
- EXISTING FENCE LINE
- EXISTING STORM SEWER
- EXISTING UNDERGROUND GAS LINE
- EXISTING OVERHEAD UTILITY LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING TREE LINE
- EXISTING WETLAND BOUNDARY
- EXISTING ASPHALT SURFACE
- EXISTING GRAVEL SURFACE
- EXISTING CONCRETE SURFACE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING SANITARY MANHOLE
- EXISTING STORM SEWER INLET
- EXISTING FLARED END SECTION

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PROJECT TITLE:

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

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MDH	PWS	JTW

ISSUE DATE: 12/21/2020

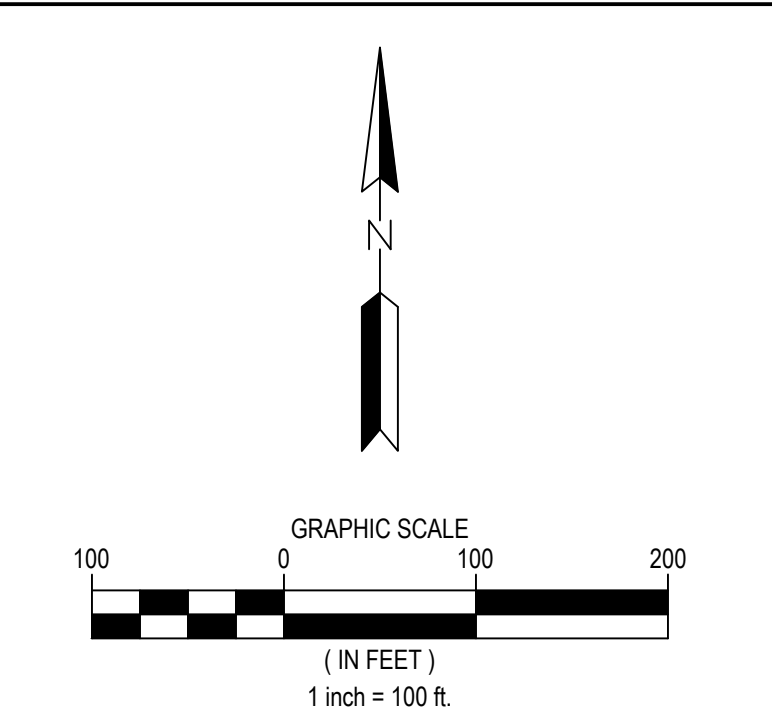
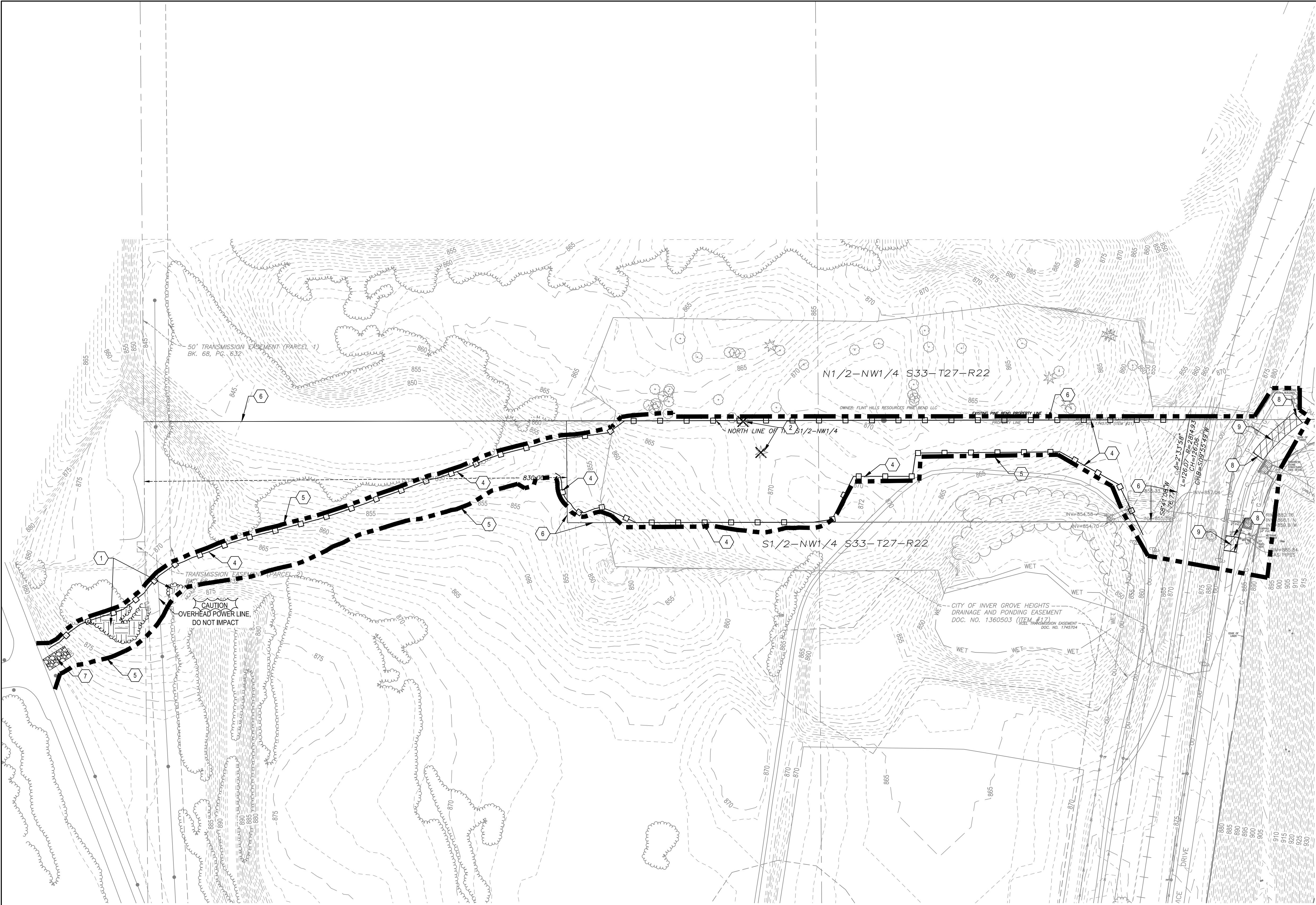
ISSUE NO.: 1

SHEET TITLE:

EXISTING CONDITIONS

SHEET NO.:

C-003



- ### LEGEND
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - QUARTER LINE
 - EXISTING EASEMENT LINE
 - EXISTING PROPERTY LINE
 - CLEAR AND GRUB AREA
 - ROCK CONSTRUCTION EXIT
 - REMOVE TREE
 - SILT FENCE
 - TREE PROTECTION
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - CONSTRUCTION LIMITS
 - SAWCUT PAVEMENT
 - REMOVE BITUMINOUS PAVEMENT

- ### NOTES
- CONSTRUCTION SITE SHALL HAVE A STABILIZED ENTRANCE AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. CONTRACTOR IS ULTIMATELY RESPONSIBLE TO PROTECT DOWNSTREAM WATERS FROM CONSTRUCTION RUNOFF.
 - CONSTRUCTION LIMITS AND SILT FENCE ARE SHOWN OFFSET FOR CLARITY, WHERE APPLICABLE.
 - CLEAR AND GRUB AS NEEDED FOR CONSTRUCTION WITHIN THE LIMITS OF DISTURBANCE.

- ### KEYNOTES
- CLEAR AND GRUB AREA
 - REMOVE TREE
 - INSTALL TREE PROTECTION
 - INSTALL SILT FENCE - SEE DETAIL
 - CONSTRUCTION LIMITS (TYP.)
 - PROPERTY BOUNDARY (TYP.)
 - INSTALL ROCK CONSTRUCTION ENTRANCE - SEE DETAIL
 - SAWCUT BITUMINOUS PAVEMENT TO FULL DEPTH
 - REMOVE BITUMINOUS PAVEMENT

WARNING:
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CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

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FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

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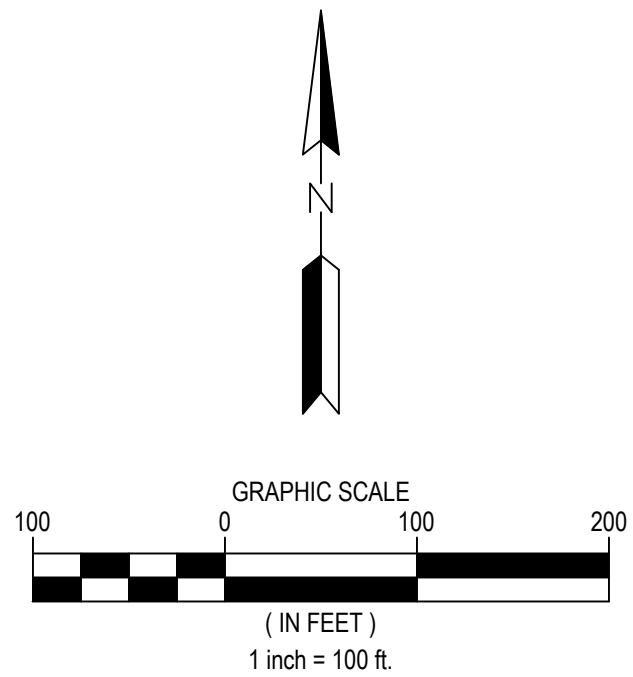
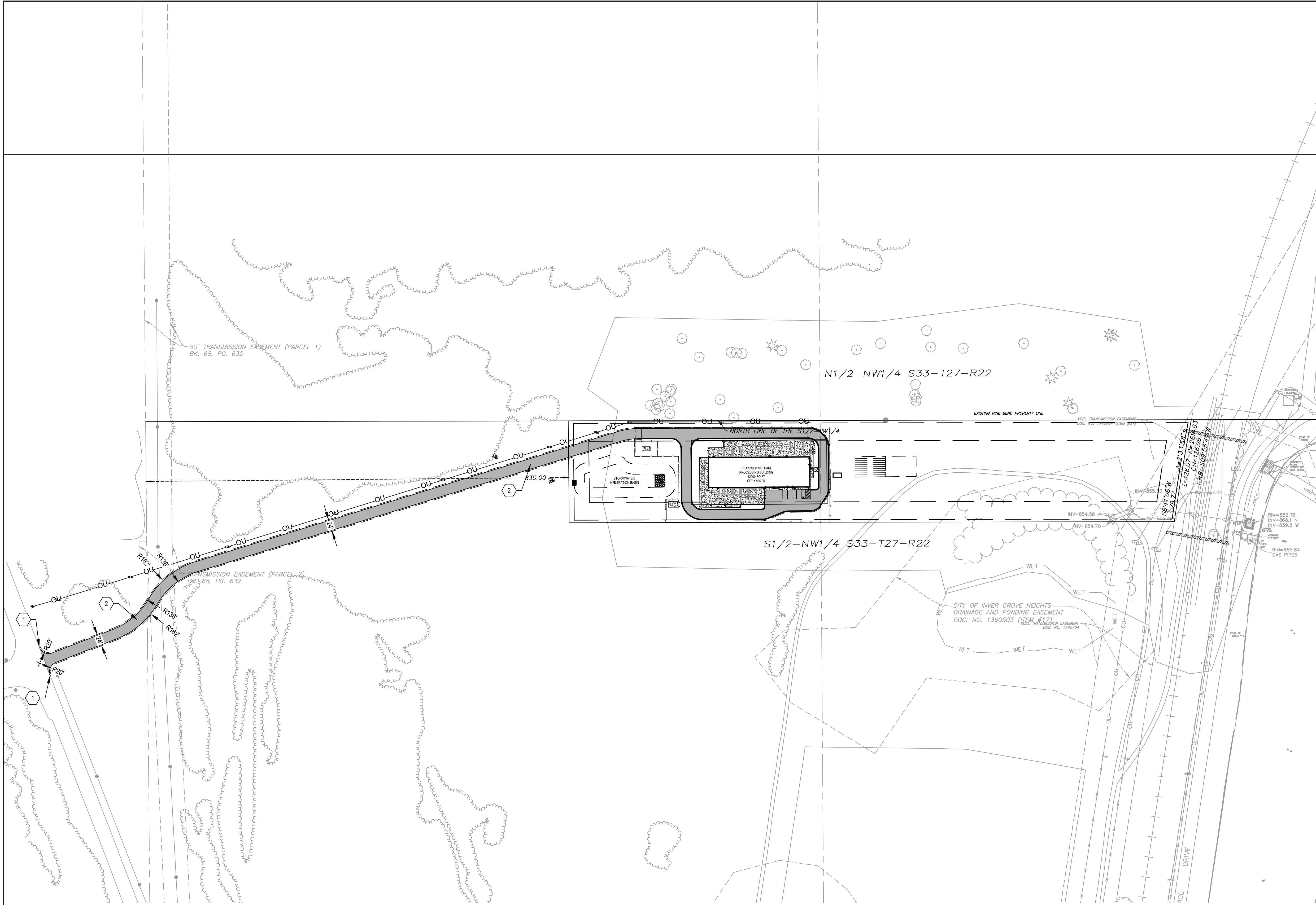
DWN BY:	CHKD BY:	APPD BY:
MDH	PWS	JTW

ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
REMOVALS AND
PRECONSTRUCTION
EROSION CONTROL PLAN

SHEET NO.:
C-004



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- FENCE
- RETAINING WALL [BY OTHERS]
- CURB AND GUTTER
- PROPOSED PARKING COUNT

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- MATCH EXISTING
- BITUMINOUS PAVEMENT - SEE DETAIL

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SHEET TITLE:

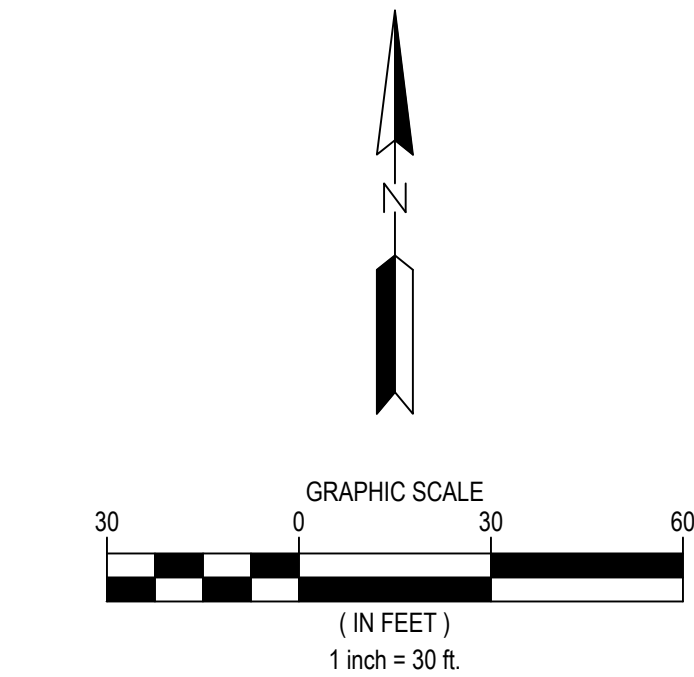
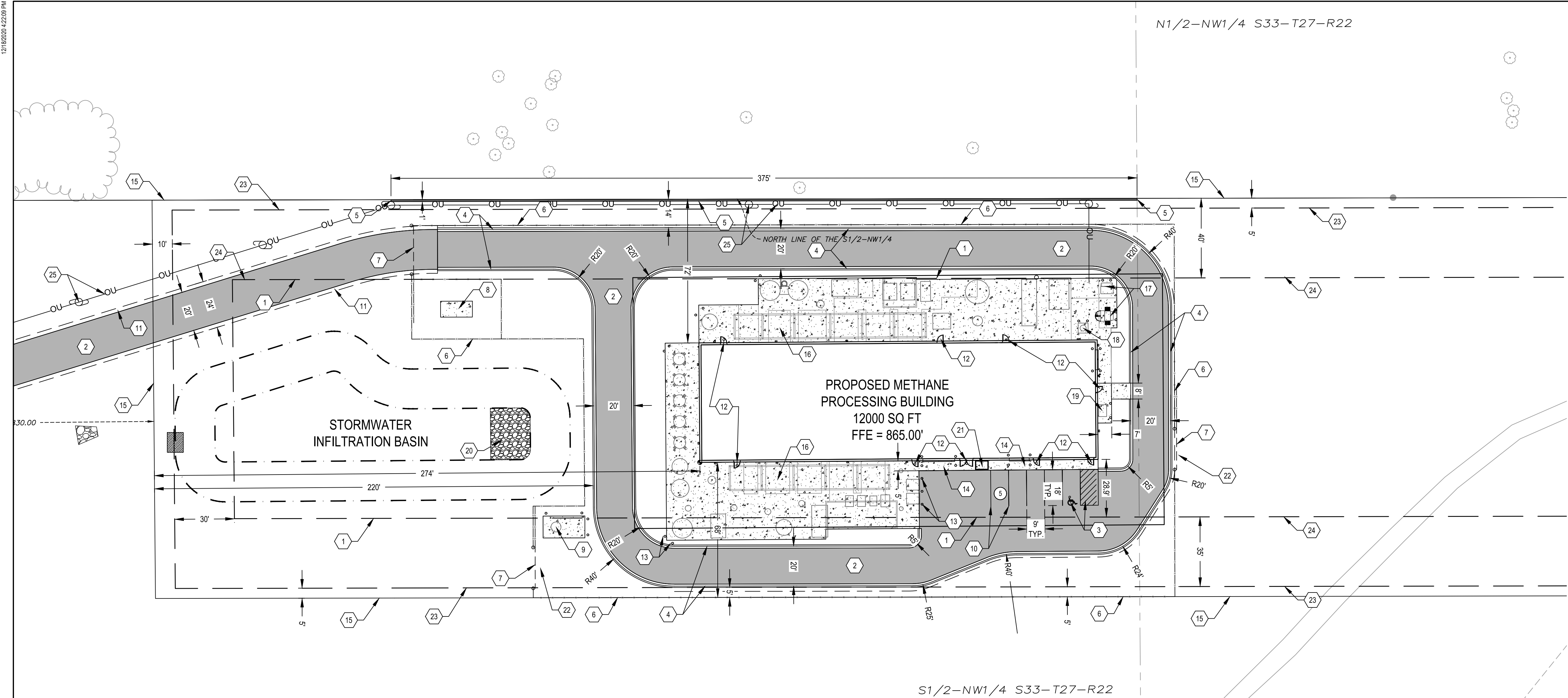
OVERALL SITE PLAN

SHEET NO.:

C-101

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N:\17261 SCS Engineers\202500 Fortistar RNG Expansion\DESIGN\CADD\PLANS\17261-01 SITE PLAN.dwg 12/18/2020 MICHAEL D. HUMMERICH



LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	CONCRETE PAVEMENT
	BITUMINOUS PAVEMENT
	RIP RAP
	FENCE
	PROPOSED OVERHEAD ELECTRIC LINE
	RETAINING WALL (BY OTHERS)
	CURB AND GUTTER
	PROPOSED PARKING COUNT

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- BUILDING SETBACK LINE
- BITUMINOUS PAVEMENT - SEE DETAIL
- ADA AISLE AND ACCESSIBLE PARKING - SEE DETAIL
- B612 CONCRETE CURB AND GUTTER (TYP.) - SEE DETAIL
- RETAINING WALL, 375 LF - (DESIGN BY OTHERS)
- 8' CHAIN LINK SECURITY FENCE (TYP.)
- SECURITY GATE
- CONCRETE EQUIPMENT PAD
- THERMAL OXIDIZER - (BY OTHERS)
- PAVEMENT STRIPE (TYP.)
- 2' WIDE GRAVEL SHOULDER - SEE DETAIL
- BUILDING ENTRANCE AND STOOP - SEE ARCHITECTURAL/ STRUCTURAL PLANS
- BOLLARD (TYP.) - SEE DETAIL
- 5' WIDE CONCRETE SIDEWALK
- PROPERTY BOUNDARY (TYP.)
- MECHANICAL EQUIPMENT AND TANKS (TYP.) - (BY OTHERS)
- ELECTRICAL TRANSFORMERS - (BY OTHERS)
- LANDFILL BIOGAS INLET SUMP - (BY OTHERS)
- HVAC CONDENSER - (BY OTHERS)
- RIP-RAP - SEE DETAIL
- TRASH RECEPTACLE
- FUTURE ROAD CONNECTION - (BY OTHERS)
- PARKING SETBACK LINE (TYP.)
- BUILDING SETBACK LINE (TYP.)
- PROPOSED OVERHEAD POWER LINE AND POWER POLES (TYP.) - COORDINATE LOCATION, DESIGN, AND INSTALLATION WITH DAKOTA ELECTRIC ASSOCIATION

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GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

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SITE ANALYSIS TABLE			
ADDRESS		INVER GROVE HEIGHT S	
EXISTING ZONING		LIGHT INDUSTRIAL (LI)	
PROPOSED ZONING		LIGHT INDUSTRIAL (LI)	
PROPOSED USE		METHANE PROCESSING PLANT	
LOT AREA SUMMARY			
LOT NUMBER	TOTAL AREA (AC.)	IMPERVIOUS AREA (AC.)	PERVIOUS AREA (AC.)
EXISTING PARCEL SUMMARY	5.54	0	5.54
PROPOSED PARCEL SUMMARY	5.54	1.15	4.39
PROPOSED ACCESS DRIVE	1.63	0.62	0.96
BUILDING SUMMARY			
LOT NUMBER	BUILDING FOOTPRINT (SF)	GROSS FLOOR AREA (SF)	# OF STORIES
PROPOSED USE (use)	12,000	12,000	1
PARKING SUMMARY			
TOTAL PARKING	REQUIRED	PROPOSED	
PROPOSED USE (use)	4	5	
ACCESSIBLE PARKING	REQUIRED	PROPOSED	
PROPOSED USE (use)	1	1	
GREENSPACE SUMMARY			
	CODE REQUIREMENT	PROPOSED	
IMPERVIOUS AREA (INCL. BLDG.)	N/A	21%	
PERVIOUS AREA	N/A	79%	
BUILDING AREA	30%	5%	
SETBACK SUMMARY			
BUILDING SETBACKS	REQUIRED	PROPOSED	
FRONT (WEST)	40	274'	
SIDE (NORTH)	40	72'	
SIDE (SOUTH)	40	68"	
REAR (EAST)	40	725'	
PARKING SETBACKS			
FRONT (WEST)	10	220'	
SIDE (NORTH)	5	14'	
SIDE (SOUTH)	5	5'	
REAR (EAST)	5	683'	

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PROJECT TITLE:**FORTISTAR RNG EXPANSION**

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE
	1	CITY SUBMITTAL	12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

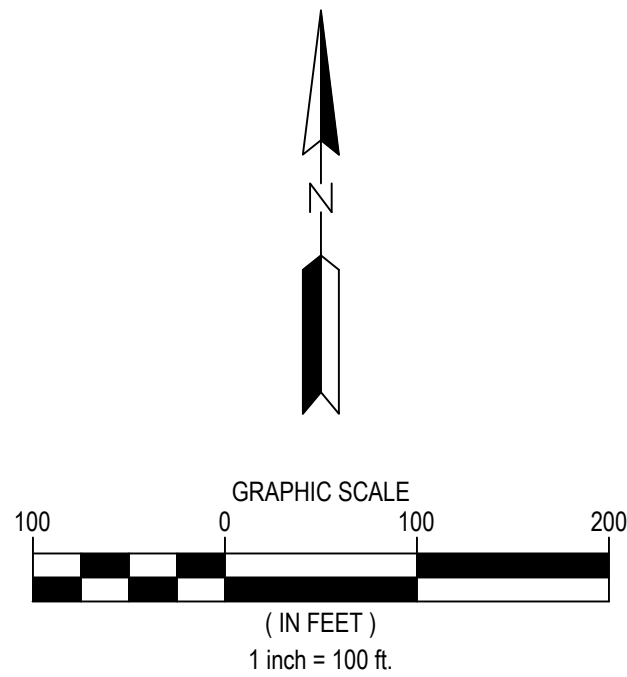
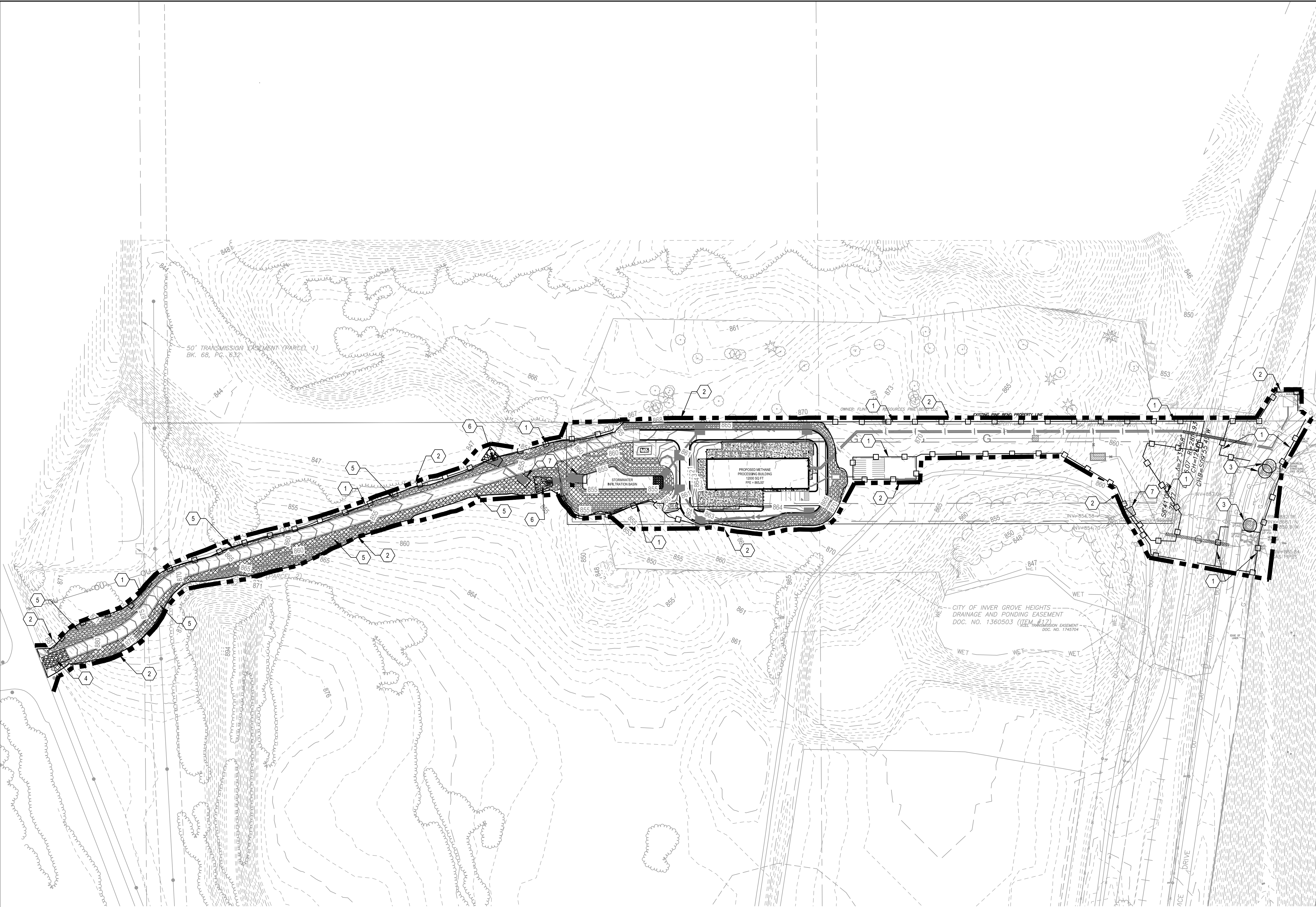
DWN BY: MDH	CHKD BY: PWS	APPD BY: JTW
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ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
ENALRGED SITE PLAN

SHEET NO.:
C-102



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- ROCK CONSTRUCTION EXIT
- EROSION CONTROL BLANKET
- SILT FENCE
- CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- GAS LINE
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- RIPRAP
- INLET PROTECTION
- CULVERT PROTECTION
- TREE PROTECTION

NOTES

- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

- INSTALL SILT FENCE - SEE DETAIL
- CONSTRUCTION LIMITS (TYP.)
- INSTALL CULVERT PROTECTION - SEE DETAIL
- INSTALL ROCK CONSTRUCTION ENTRANCE - SEE DETAIL
- INSTALL EROSION CONTROL BLANKET - SEE DETAIL
- INSTALL RIP RAP - SEE DETAIL

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FORTISTAR RNG EXPANSION

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SHEET TITLE:

OVERALL

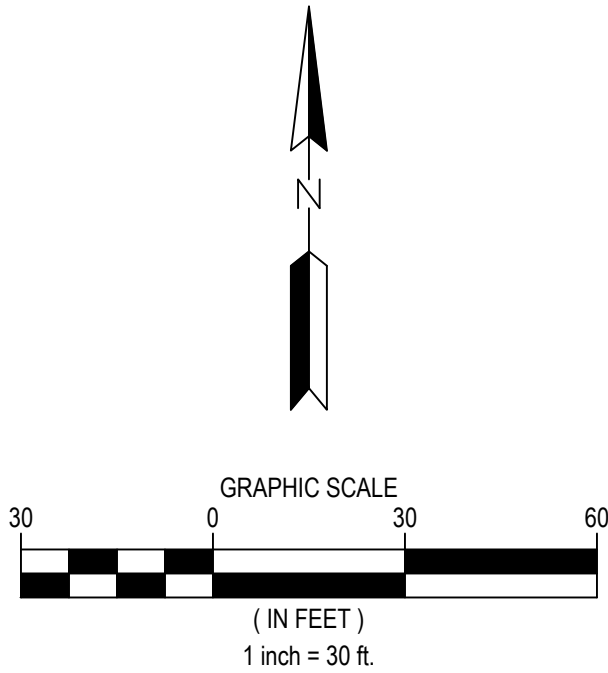
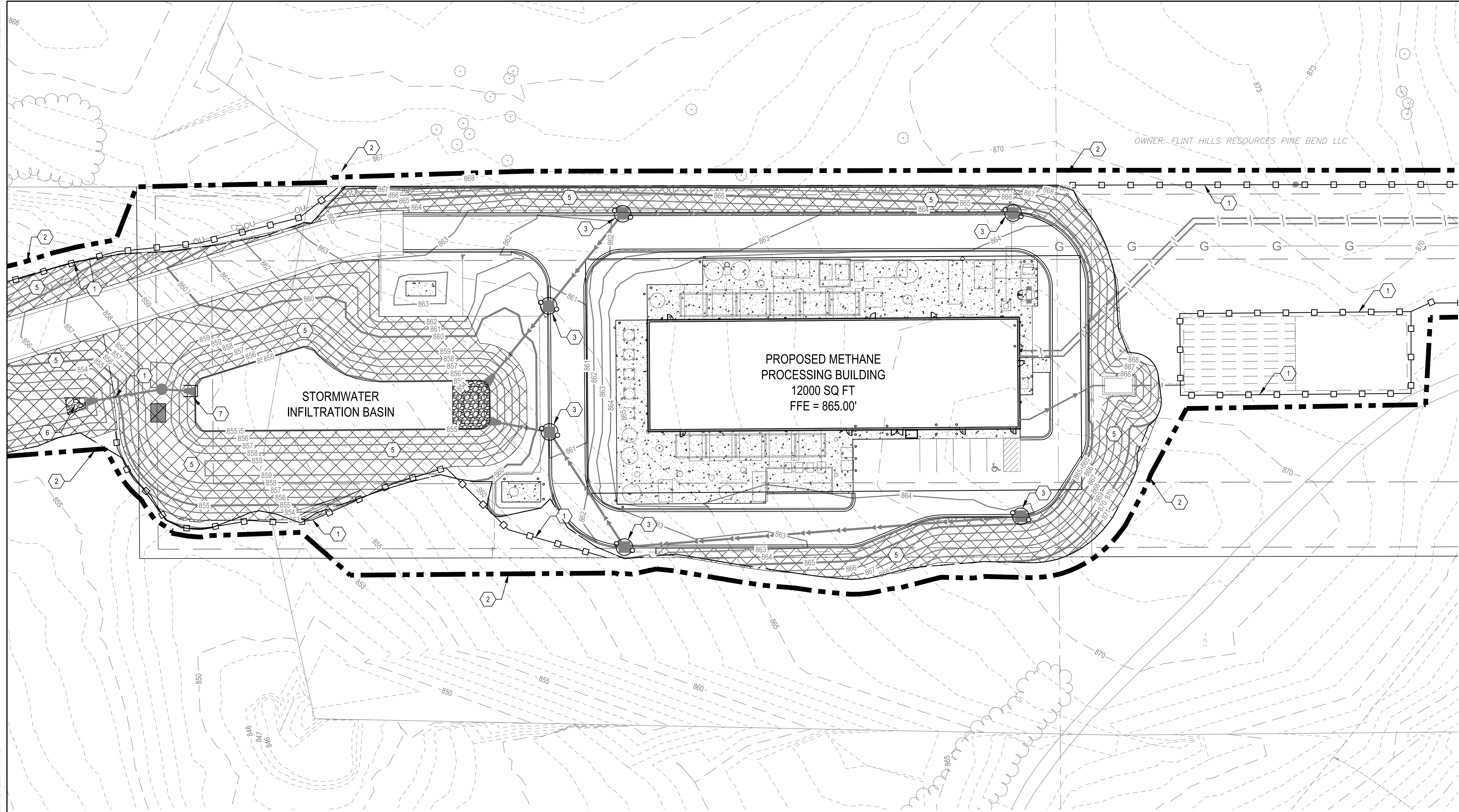
POST-CONSTRUCTION
STABILIZATION PLAN

SHEET NO.:

C-201

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LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- ROCK CONSTRUCTION EXIT
- SILT FENCE
- INLET PROTECTION
- TREE PROTECTION
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- ROCK CONSTRUCTION EXIT
- EROSION CONTROL BLANKET
- SILT FENCE
- CONSTRUCTION LIMITS
- STORM SEWER
- SANITARY SEWER
- WATERMAIN
- STORM MANHOLE
- STORM CATCH BASIN
- FLARED END SECTION
- RIPRAP
- INLET PROTECTION
- CULVERT PROTECTION
- TREE PROTECTION

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

KEYNOTES

1. SILT FENCE - SEE DETAIL
2. CONSTRUCTION LIMITS (TYP.)
3. INLET PROTECTION - SEE DETAIL
4. INSTALL TREE PROTECTION
5. INSTALL EROSION CONTROL BLANKET - SEE DETAIL
6. INSTALL RIP RAP - SEE DETAIL
7. INSTALL CULVERT PROTECTION - SEE DETAIL

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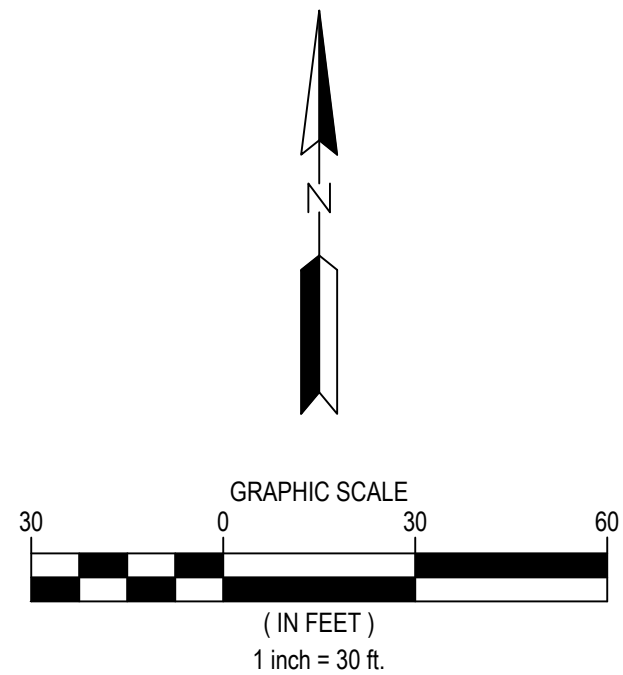
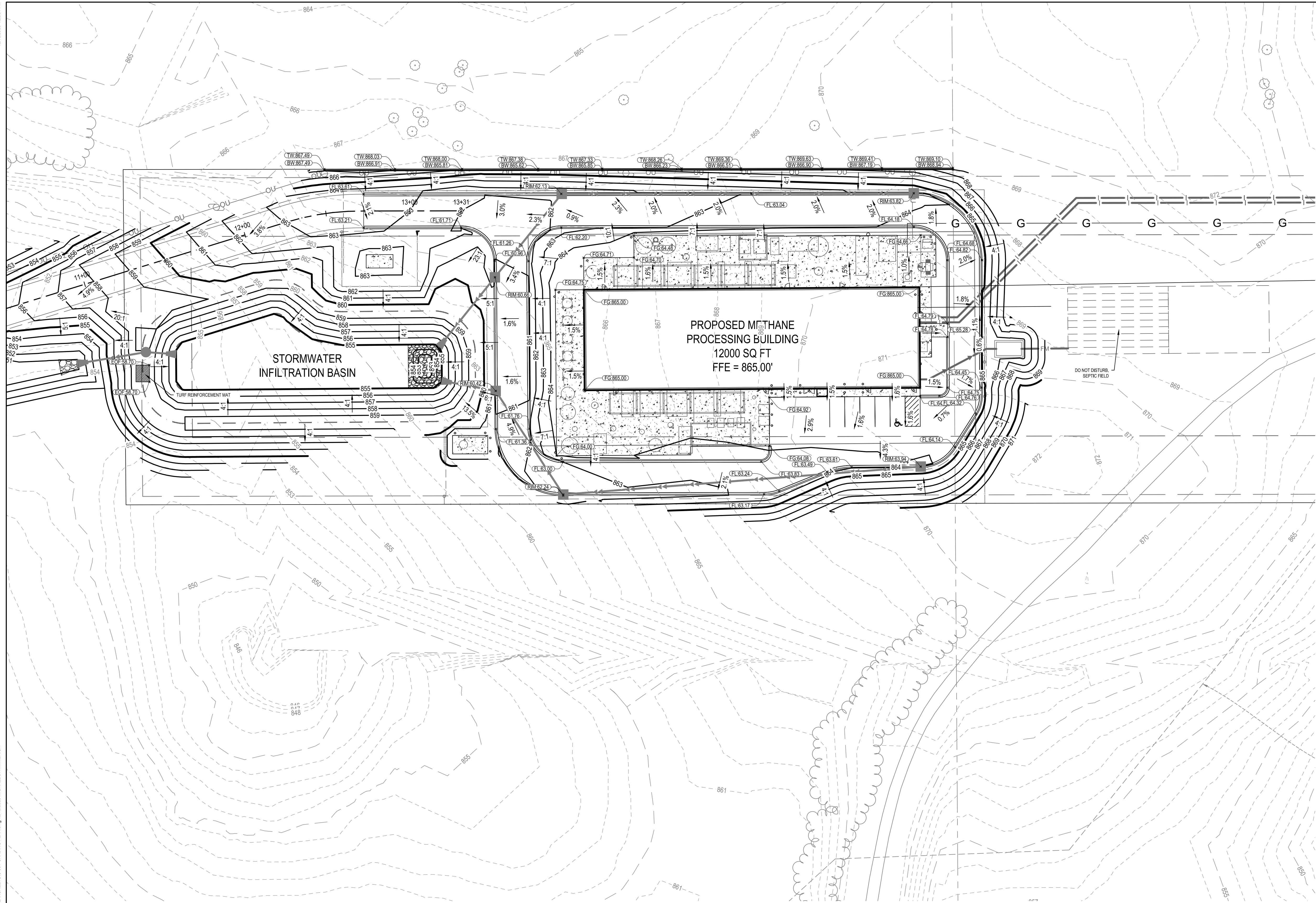
ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
ENLARGED
POST-CONSTRUCTION
STABILIZATION PLAN

SHEET NO.:

C-202



LEGEND

	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	GRADING LIMITS
	SURFACE GRADE & FLOW DIRECTION
	SURFACE SLOPE (H:V) & FLOW DIRECTION

NOTES

1. SEE SHEET C-02 FOR ADDITIONAL PROJECT NOTES.
2. EXISTING SPOOT ELEVATIONS AT MATCH POINTS ARE BASED ON INTERPOLATED POINT TO POINT SURVEY DATA. CONTRACTOR IS RESPONSIBLE FOR VERIFYING CONNECTION POINTS PRIOR TO INSTALLATION OF IMPROVEMENTS AND FOR MAKING NECESSARY ADJUSTMENTS IN THE FIELD FOR CONSTRUCTABILITY, POSITIVE DRAINAGE, AND TO ENSURE SMOOTH TRANSITIONS TO FIELD CONDITIONS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY FIELD DISCREPANCIES. CONTRACTOR IS RESPONSIBLE FOR THE REWORK OF AN UNCOMMUNICATED DISCREPANCY.

PROJECT TITLE: FORTISTAR RNG EXPANSION

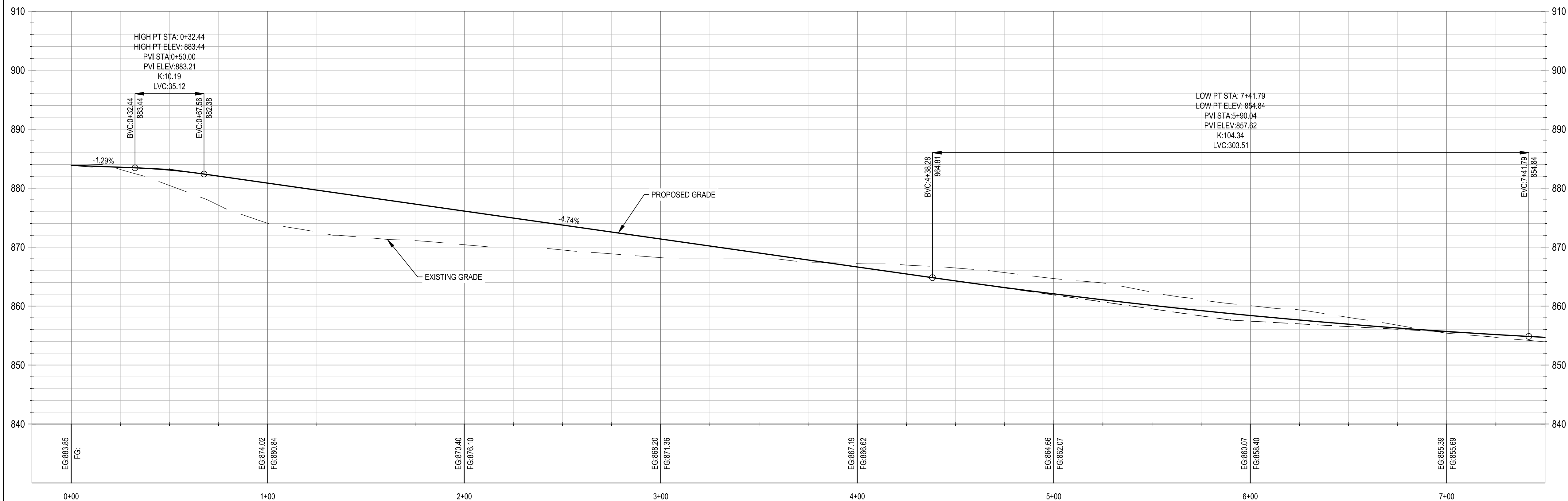
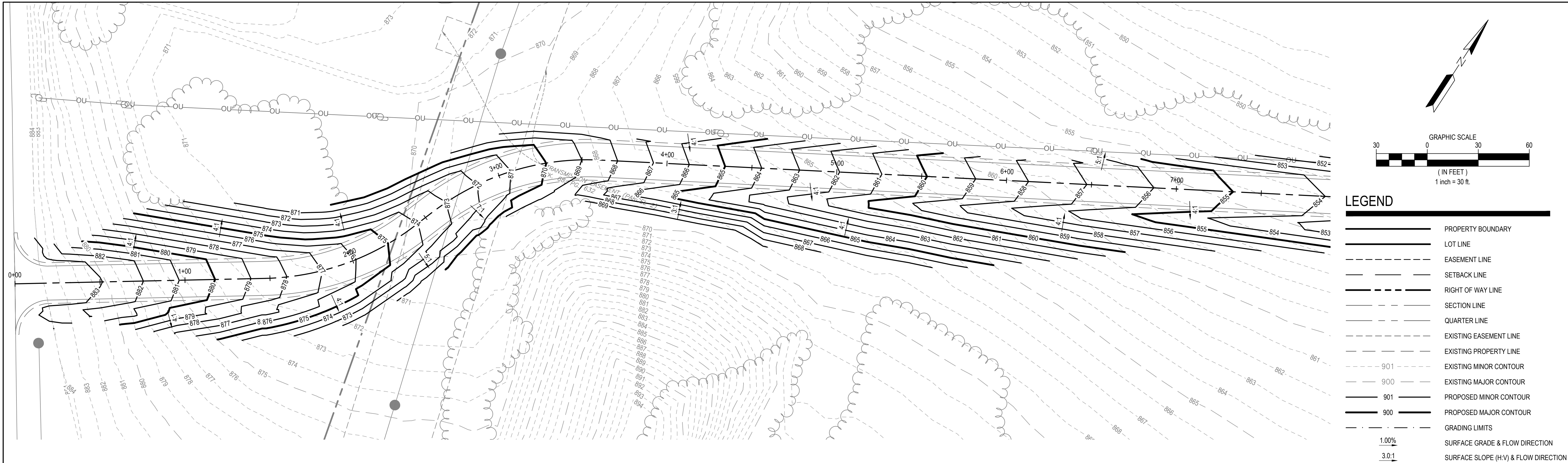
11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

[illegible]

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500		
DWN BY: MDH	CHK'D BY: PWS	APP'D BY: JTW
ISSUE DATE: 12/21/2020		
ISSUE NO.: 1		
SHEET TITLE: ENLARGED GRADING PLAN		
SHEET NO.: C-301		



SCS ENGINEERS

SUBJECT TITLE:
FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

[illegible]

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.:	7251-20-500
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DWN BY: MDH	CHK'D BY: PWS	APP'D BY: JTW
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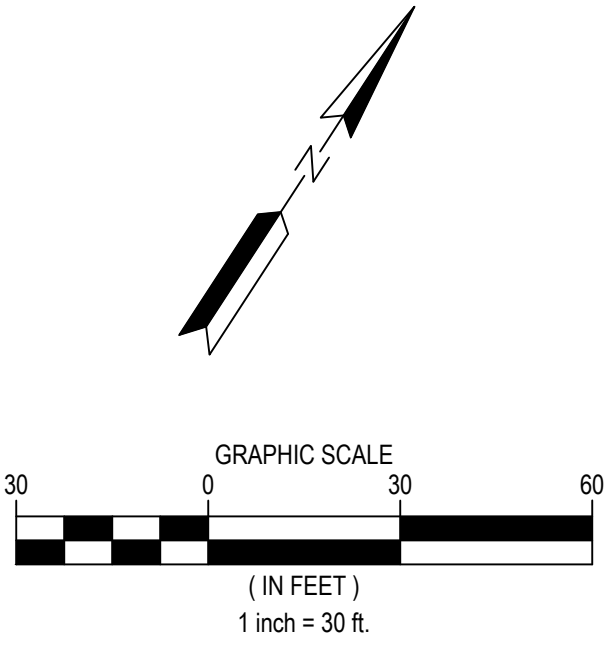
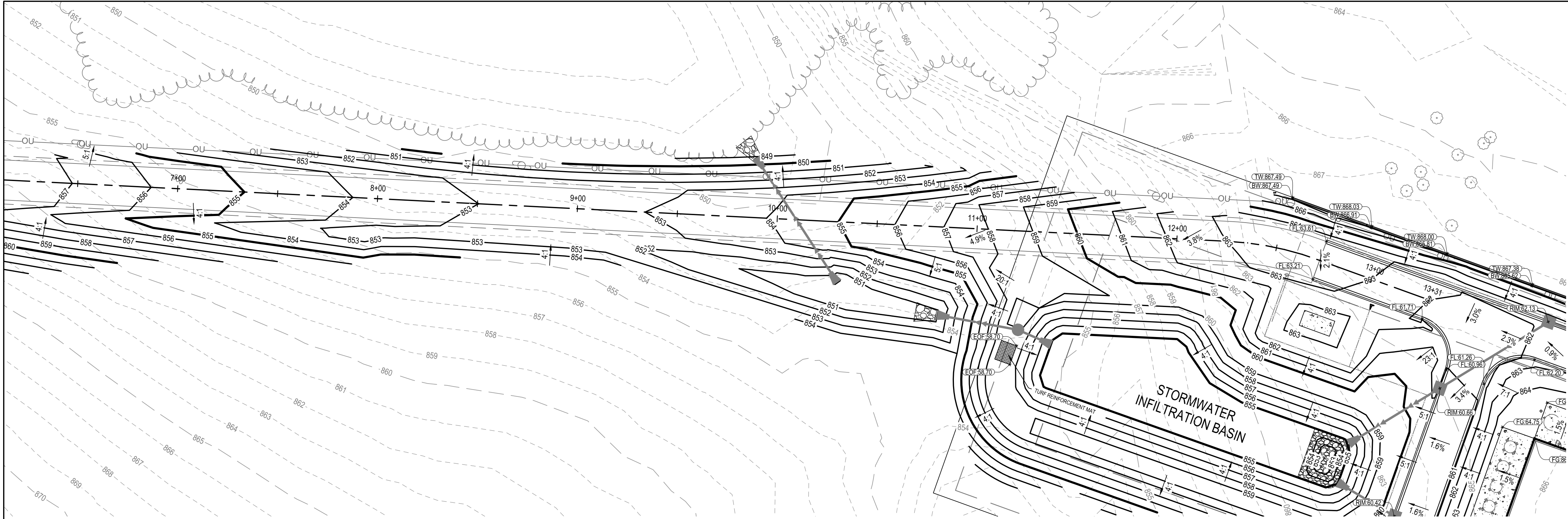
ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:
ENTRANCE ROAD
PLAN & PROFILE
(WEST)

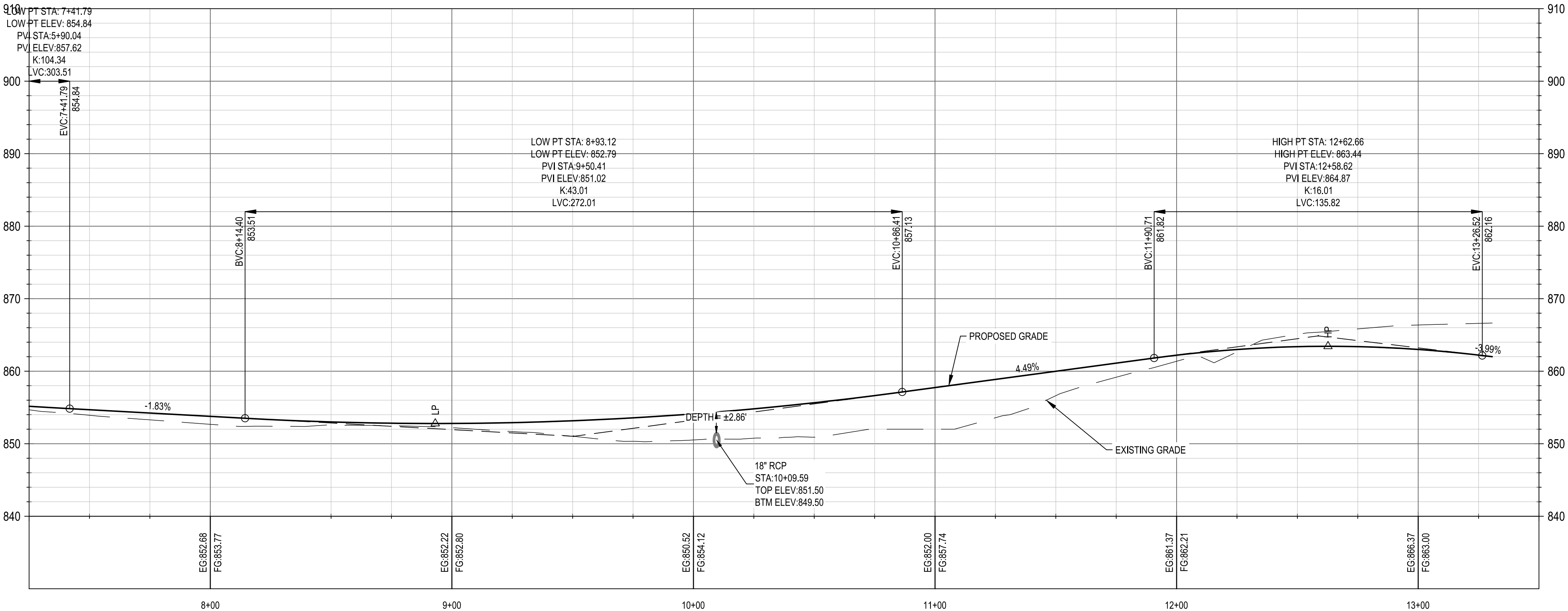
SHEET NO.:

C-302



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- GRADING LIMITS
- SURFACE GRADE & FLOW DIRECTION
- SURFACE SLOPE (H:V) & FLOW DIRECTION



CLIENT:

SCS ENGINEERS

FORTISTAR RNG EXPANSION
11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

ISSUE NO.:	DESCRIPTION:	DATE:
1	CITY SUBMITTAL	12/21/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: MDH CHKD BY: PWS APPD BY: JTW

ISSUE DATE: 12/21/2020

ISSUE NO.: 1

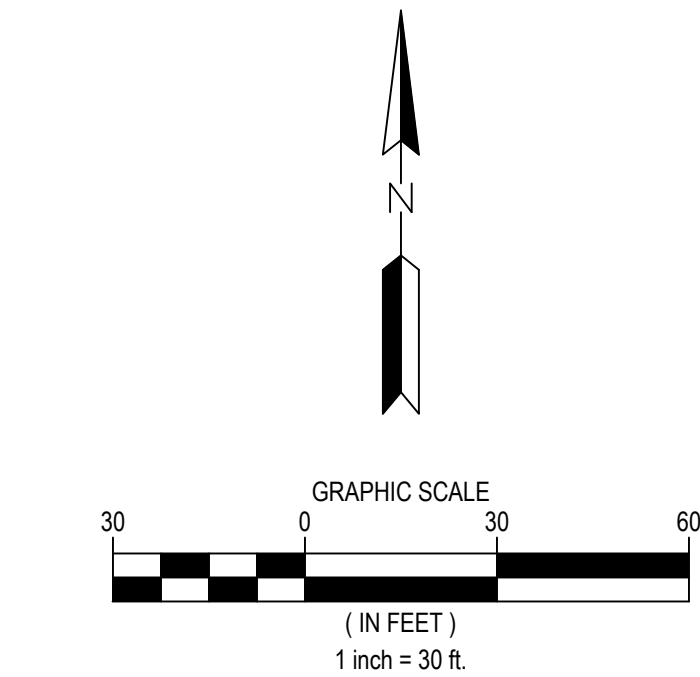
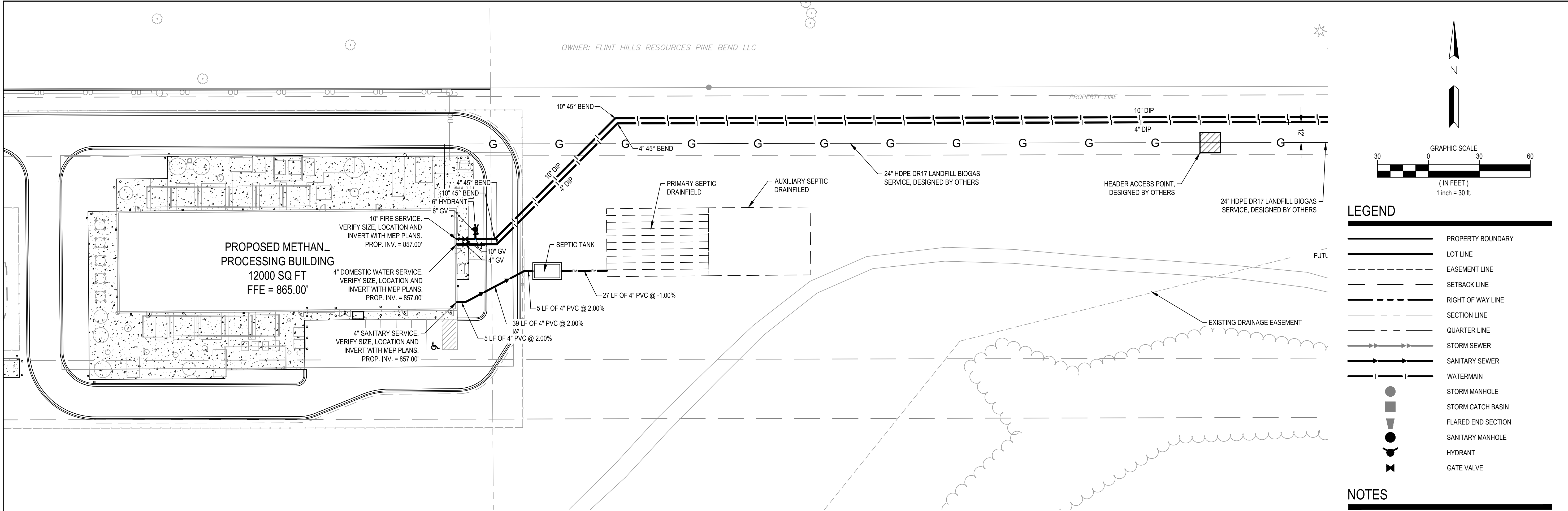
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ENTRANCE ROAD
PLAN & PROFILE
(EAST)

SHEET NO.:

C-303

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- LEGEND**
- PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - SETBACK LINE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - QUARTER LINE
 - STORM SEWER
 - SANITARY SEWER
 - WATERMAIN
 - STORM MANHOLE
 - STORM CATCH BASIN
 - FLARED END SECTION
 - SANITARY MANHOLE
 - HYDRANT
 - GATE VALVE

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

WARNING:
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THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-262-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

www.scsengineers.com

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PROJECT TITLE:

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

DATE:	DESCRIPTION:	ISSUE NO.:
12/21/2020	CITY SUBMITTAL	1

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY:	CHKD BY:	APPD BY:
MDH	PWS	JTW

ISSUE DATE: 12/21/2020

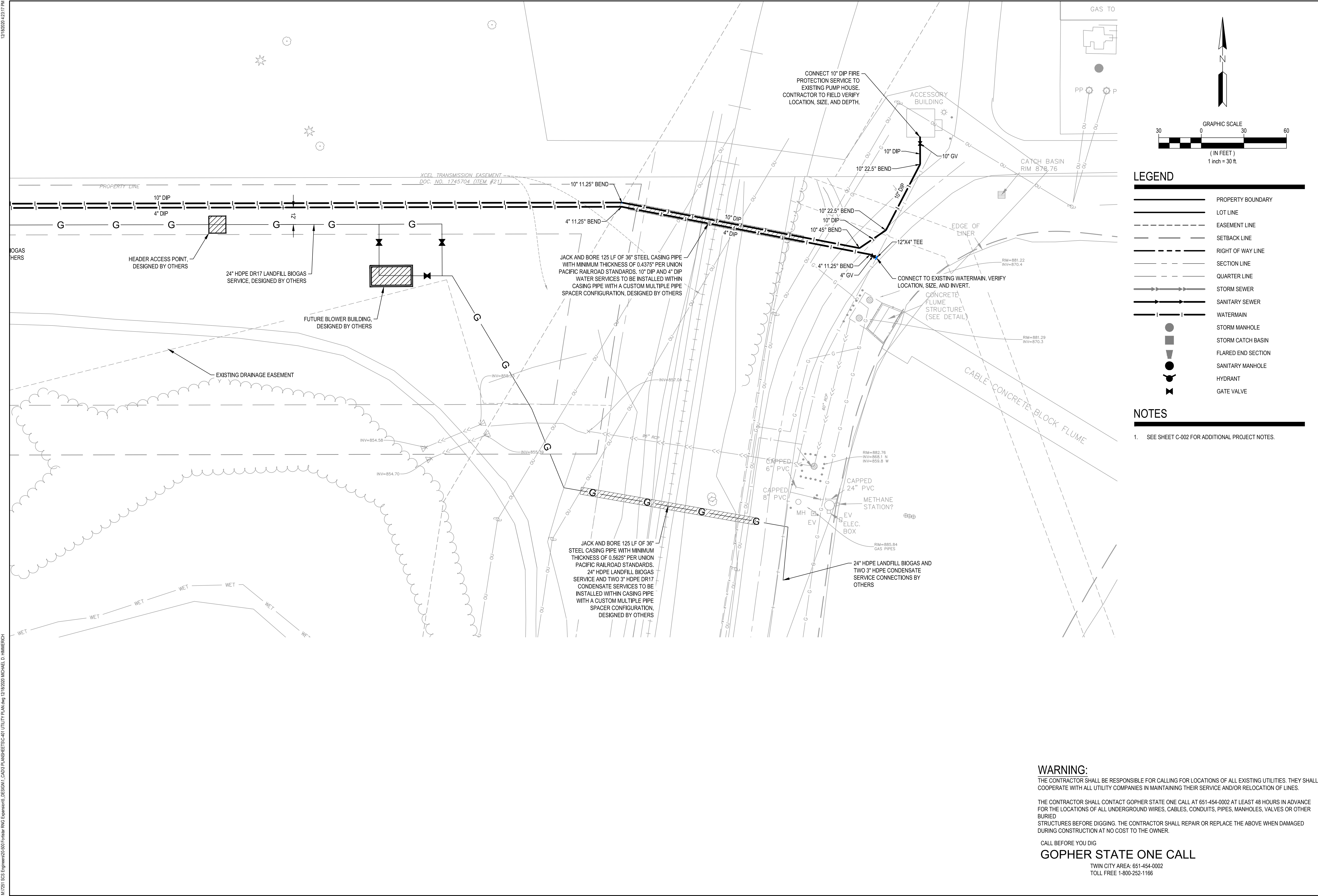
ISSUE NO.: 1

SHEET TITLE:
UTILITY PLAN AND PROFILE
(WEST)

SHEET NO.:
C-401

12/18/2020 12:31:17 PM

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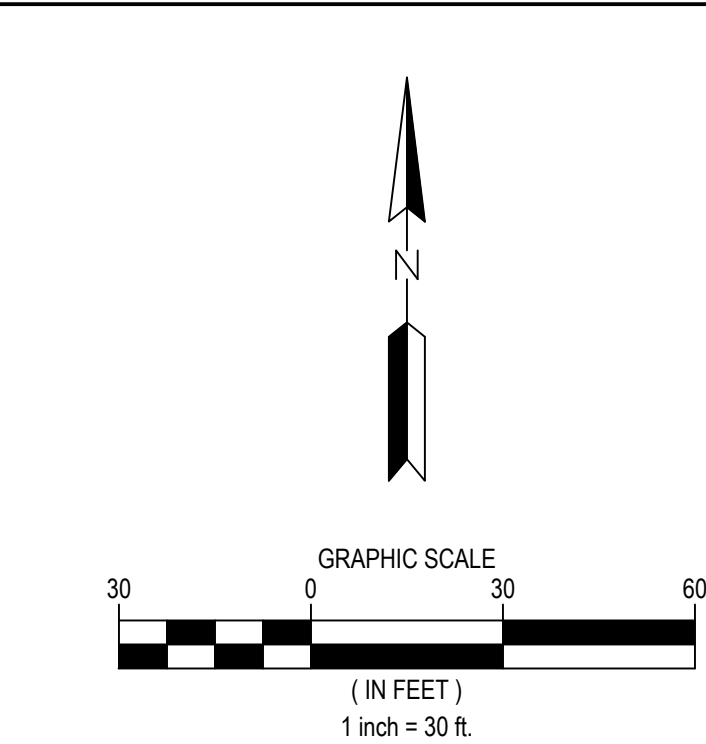
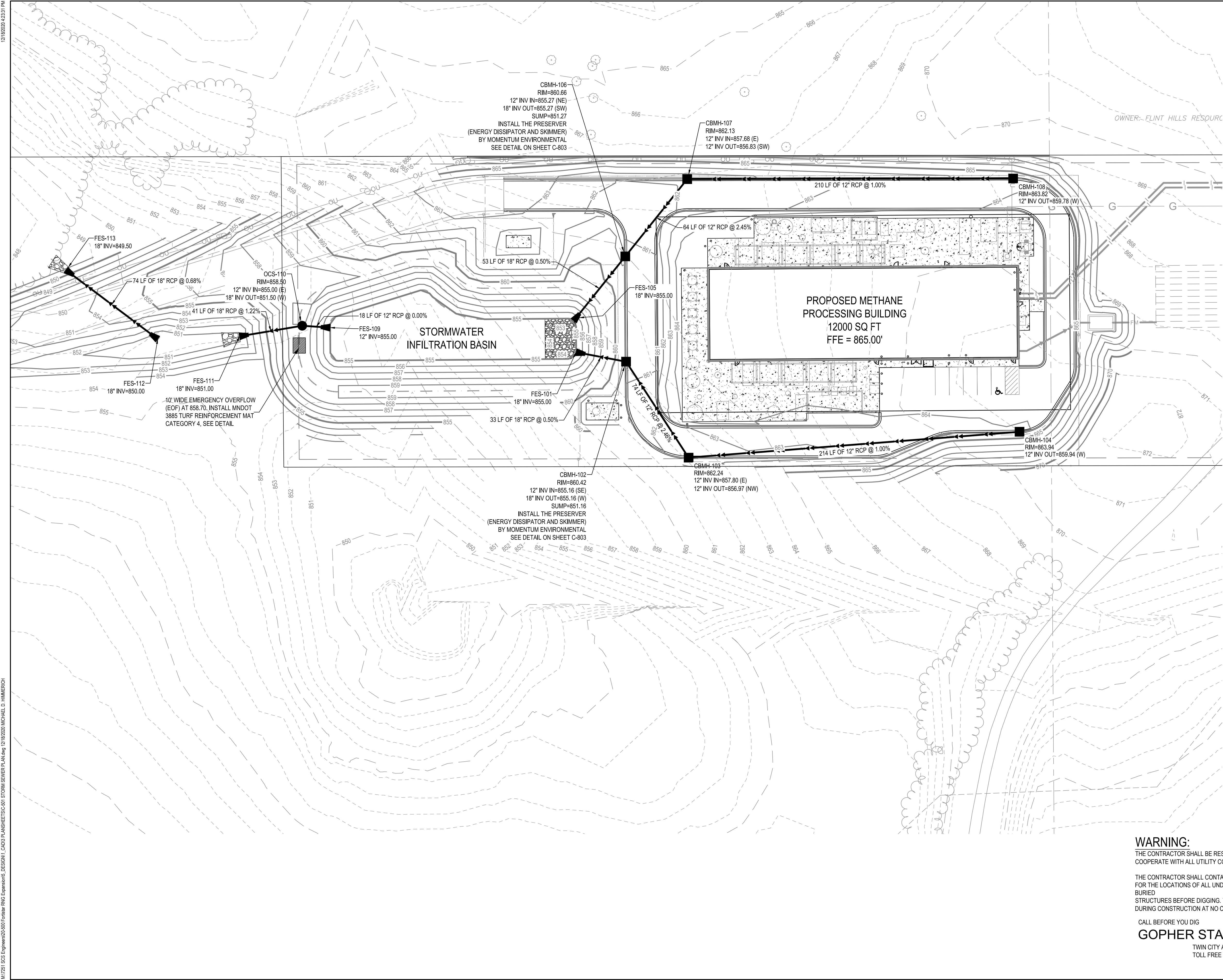
FORTISTAR RNG EXPANSION
11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	ISSUE NO.	DESCRIPTION	DATE	CERTIFICATION
FORTISTAR RNG EXPANSION	1	CITY SUBMITTAL	12/21/2020	NOT FOR CONSTRUCTION

PROJECT NO.:	7251-20-500				
DWN BY:	MDH	CHKD BY:	PWS	APPD BY:	JTW
ISSUE DATE:	12/21/2020				
ISSUE NO.:	1				
SHEET TITLE:	UTILITY PLAN AND PROFILE (EAST)				
SHEET NO.:	C-402				

12/18/2020 12:31 PM

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LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	STORM SEWER
	SANITARY SEWER
	SANITARY FORCEMAIN
	WATERMAIN
	STORM MANHOLE
	STORM CATCH BASIN
	FLARED END SECTION
	SANITARY MANHOLE
	GATE VALVE

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

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7500 OLSON MEMORIAL HWY
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PHONE: 763-252-6800
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FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	FORTISTAR RNG EXPANSION
ISSUE NO.	1
DESCRIPTION	CITY SUBMITTAL
DATE	12/1/2020
CERTIFICATION:	
NOT FOR CONSTRUCTION	
PROJECT NO.:	7251-20-500
DWN BY:	MDH
CHKD BY:	PWS
APPD BY:	JTW
ISSUE DATE:	12/21/2020
ISSUE NO.:	1
SHEET TITLE:	STORM SEWER PLAN
SHEET NO.:	C-501

MACHINE SLICED SILT FENCE

NOTES:

- WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
- SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.

SILT FENCE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

PLATE NO.
EC-02

ROCK CONSTRUCTION ENTRANCE

NOTES:

- ROCK CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITY.
- FOR RESIDENTIAL CONSTRUCTION, CLASS 5 MAY BE INSTALLED AS A ROCK CONSTRUCTION ENTRANCE
- AGGREGATE SHALL BE CLEANED, MAINTAINED, OR REPLENISHED AS NECESSARY.
- SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER BASED SWEEPER.
- LENGTH MAY BE MODIFIED AND 1' HIGH RIDGE MAY BE ELIMINATED FOR RESIDENTIAL CONSTRUCTION.

ROCK CONSTRUCTION ENTRANCE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

PLATE NO.
EC-03

STORM SEWER INLET PROTECTION

NOTES:

- EACH STORM WATER INLET REQUIRES AN APPROVED INLET PROTECTION DEVICE FROM THE TIME THE CASTING AND RINGS ARE PLACED UNTIL THE SURROUNDING AREAS ARE ESTABLISHED, OR UNTIL DIRECTED BY THE CITY ENGINEER.
- THESE DEVICES SHALL BE REMOVED WHEN THERE IS FROST IN THE GROUND AND REINSTALLED WHEN THE GROUND THAWS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PLACEMENT, MAINTENANCE, AND REMOVAL OF ALL INLET PROTECTION DEVICES.
- SEALING THE SORM SEWER INLET WITH FABRIC IS NOT AN APPROVED METHOD OF INLET PROTECTION.

STORM SEWER INLET PROTECTION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

PLATE NO.
EC-04

STORM STANDARD MANHOLE

NOTES:

- ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
- MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
- PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
- GROUT ALL LIFT HOLES.
- MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
- MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER
MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

8/13

PLATE NO.
STM-01

CATCH BASIN/MANHOLE WITH RECTANGULAR LID

NOTES:

- ALL CATCH BASIN/MANHOLE MUST BE A MINIMUM OF 4' IN DEPTH.
- PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
- GROUT ALL LIFT HOLES.
- DRAINTILE SHALL BE INSTALLED AT ALL CATCH BASINS. SEE PLATE NO. STM-09.
- STEPS SHALL BE PLACE IN EITHER FRONT CORNER DEPENDING ON PIPE CONFIGURATION.

CATCH BASIN/MANHOLE WITH RECTANGULAR LID

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

1/17

PLATE NO.
STM-02

TIE BOLT & FASTENER ASSEMBLY

NOTES:

- USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60' FROM TOP OF PIPE.
- LAST THREE JOINTS SHALL BE TIED.
- TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
- BARS AND PLATES ARE HOT-ROLLED STEEL.
- BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
- VERTICAL OPENING SHALL BE A MAXIMUM OF 6" AND A MINIMUM OF 4" HIGH
- FOR RIP RAP PLACEMENT SEE DETAIL STM-12
- TRASH GUARDS ON 15"-18" FLARED END SECTIONS SHALL BE PLACED ON POND OUTLETS ONLY. DO NOT PLACE ON POND INLETS OR CULVERTS.

STANDARD FLARED END SECTION AND TRASH GUARD

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/17

PLATE NO.
STM-10

PIPE TIE DETAIL

NOTES:

- USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60' FROM TOP OF PIPE.
- LAST THREE JOINTS SHALL BE TIED.
- TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
- BARS AND PLATES ARE HOT-ROLLED STEEL.
- BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
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PIPE TIE DETAIL

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

3/11

PLATE NO.
STM-11

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-262-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

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FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE:

ISSUE NO.: 1

DESCRIPTION: CITY SUBMITTAL

DATE: 12/1/2020

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

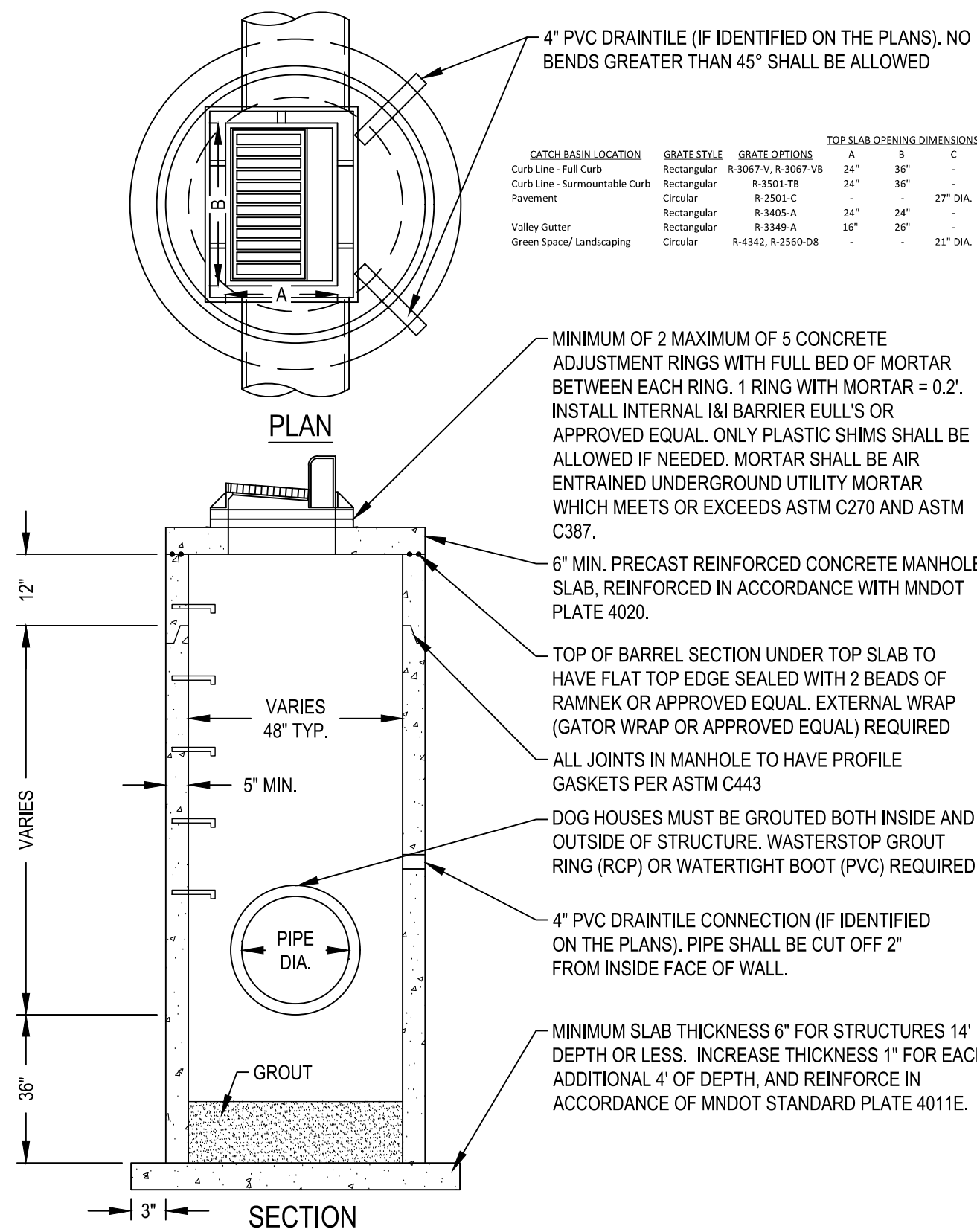
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ISSUE DATE: 12/21/2020

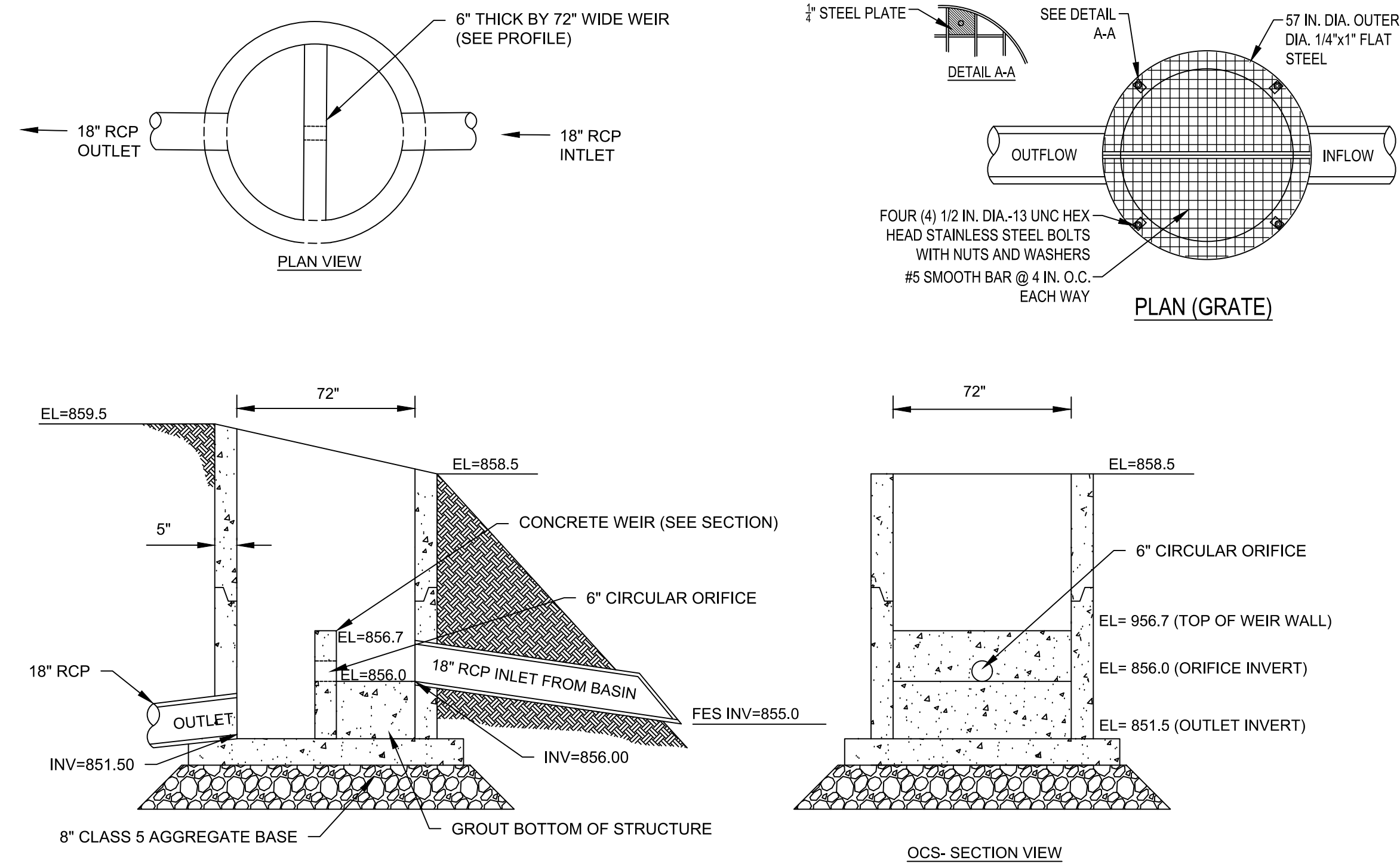
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SHEET TITLE: DETAILS

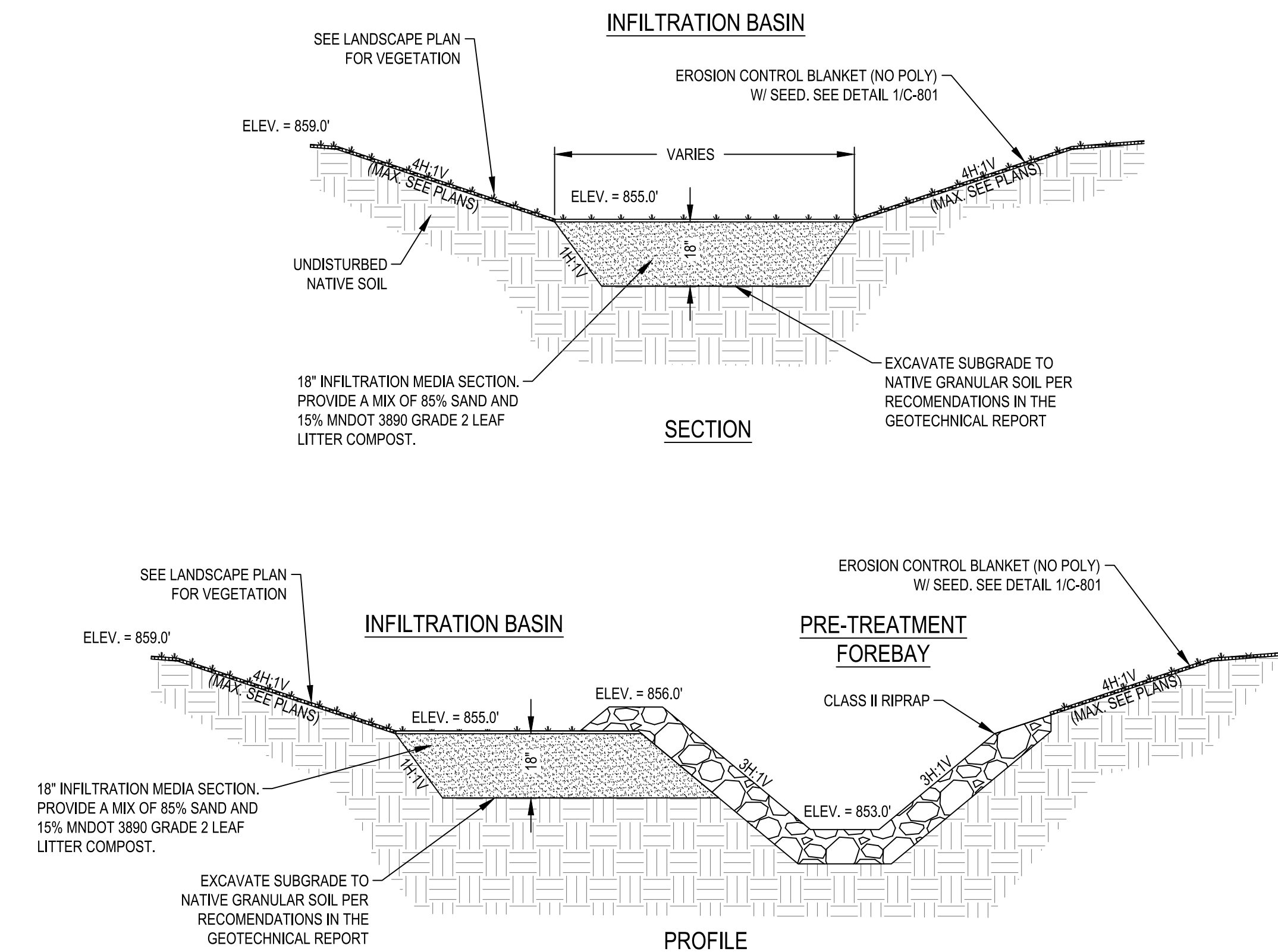
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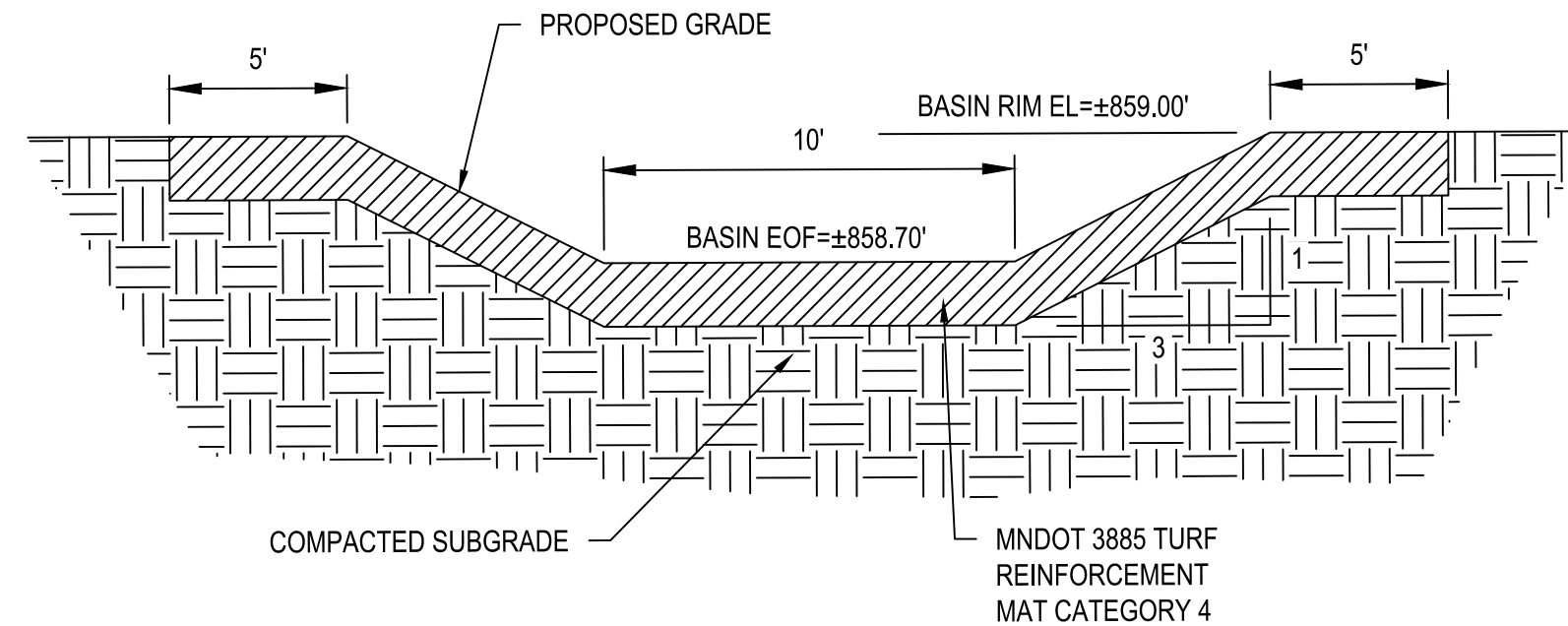
1 CATCH BASIN MANHOLE WITH SUMP
C-803 NOT TO SCALE



2 OUTLET CONTROL STRUCTURE (OCS)
C-803 NOT TO SCALE

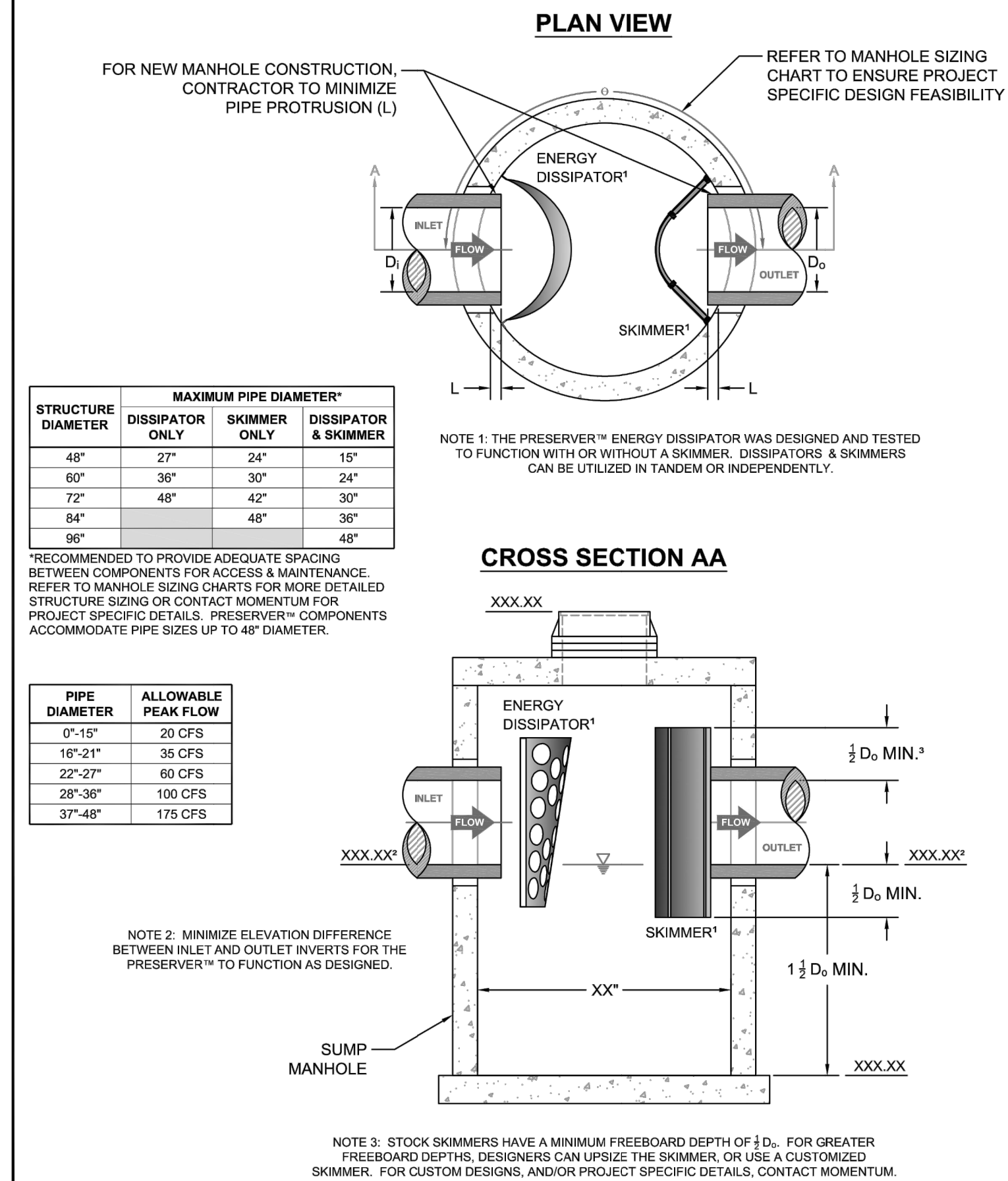


3 INFILTRATION BASIN DETAILS
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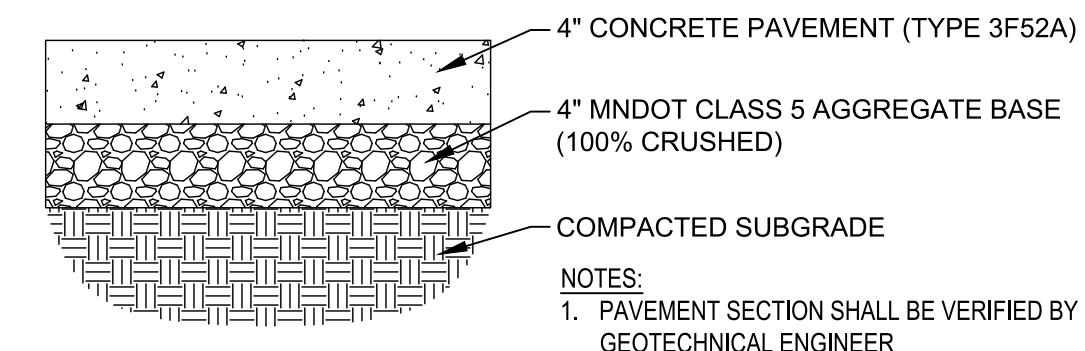
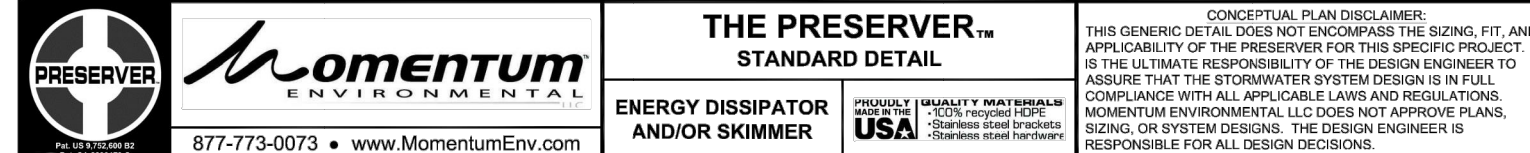


4
C-803

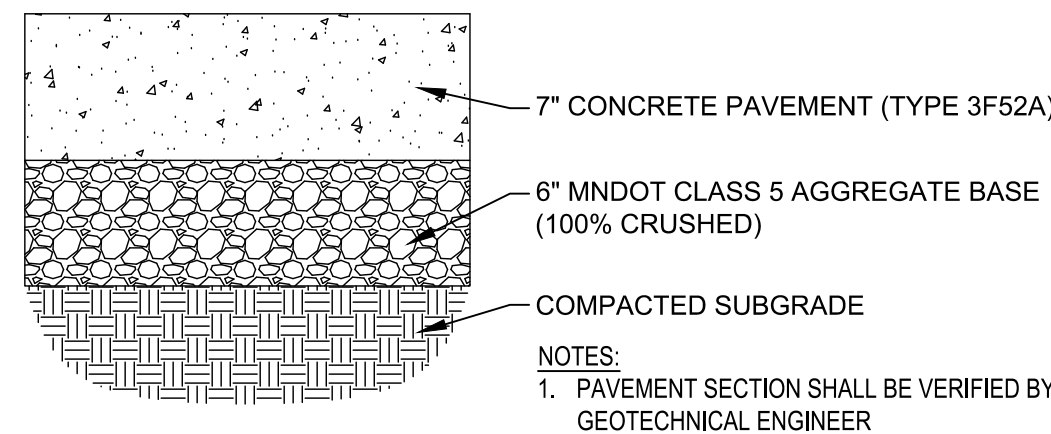
EMERGENCY OVERFLOW SPILLWAY
NOT TO SCALE



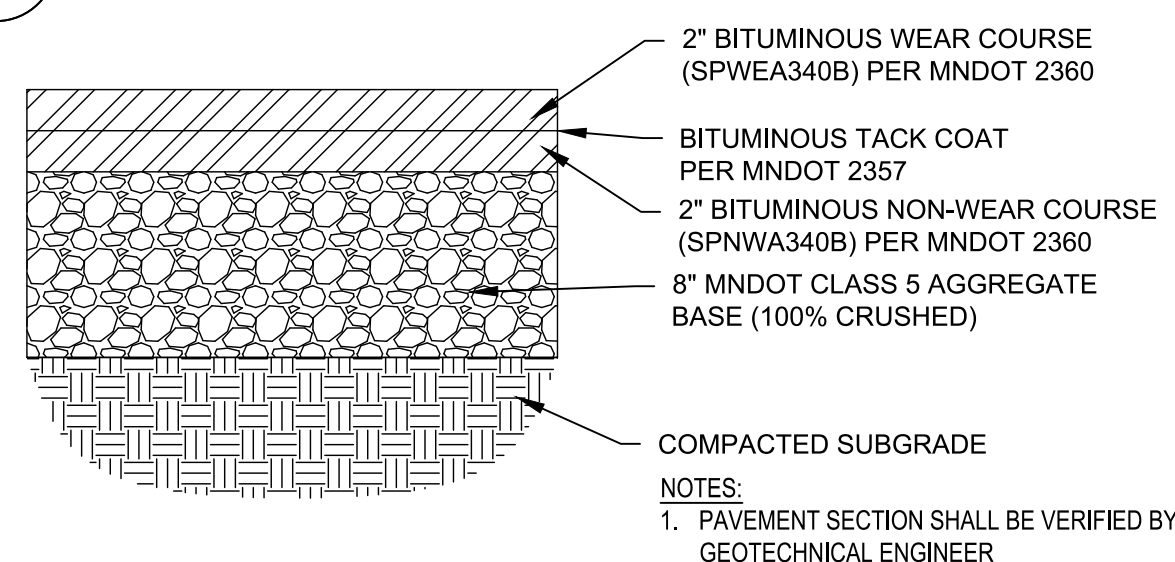
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4 CONCRETE SIDEWALK
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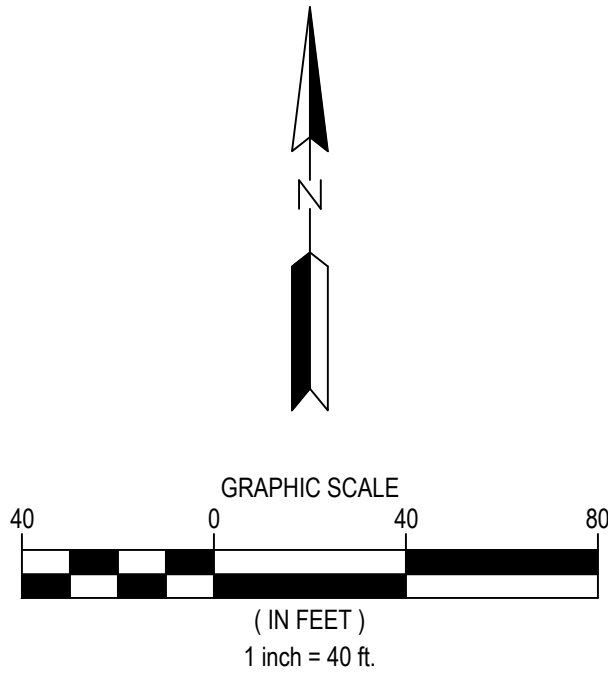
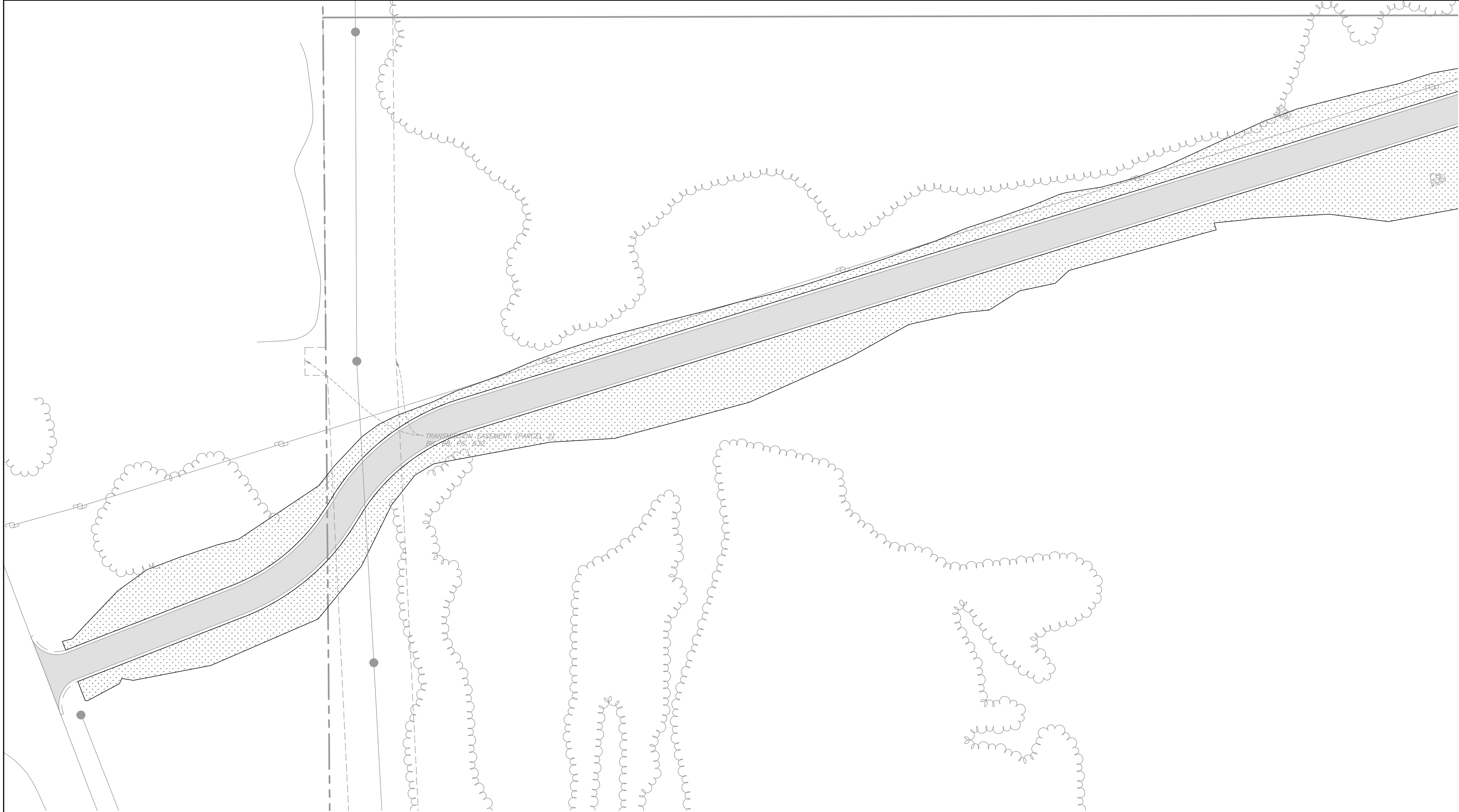
5 CONCRETE PAVEMENT
C-803 NOT TO SCALE



6 BITUMINOUS PAVEMENT
C-803 NOT TO SCALE

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N:\17251 SCS Engineers\20190 Fortistar RNG Expansion\5. DESIGN\ CAD\3 PLANS\HETS\1-101 LANDSCAPE PLAN.dwg 12/21/2020 PAT W. SYDEM



LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- EASEMENT LINE
- SETBACK LINE
- RIGHT OF WAY LINE
- SECTION LINE
- QUARTER LINE
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- MINNESOTA STATE SEED MIX 25-131 LOW MAINTENANCE TURF

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PROJECT TITLE:

DATE:	DESCRIPTION:	ISSUE NO.:
12/21/2020	CITY SUBMITTAL	1

CERTIFICATION:

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DWN BY: MDH CHK'D BY: PWS APP'D BY: JTW

ISSUE DATE: 12/21/2020

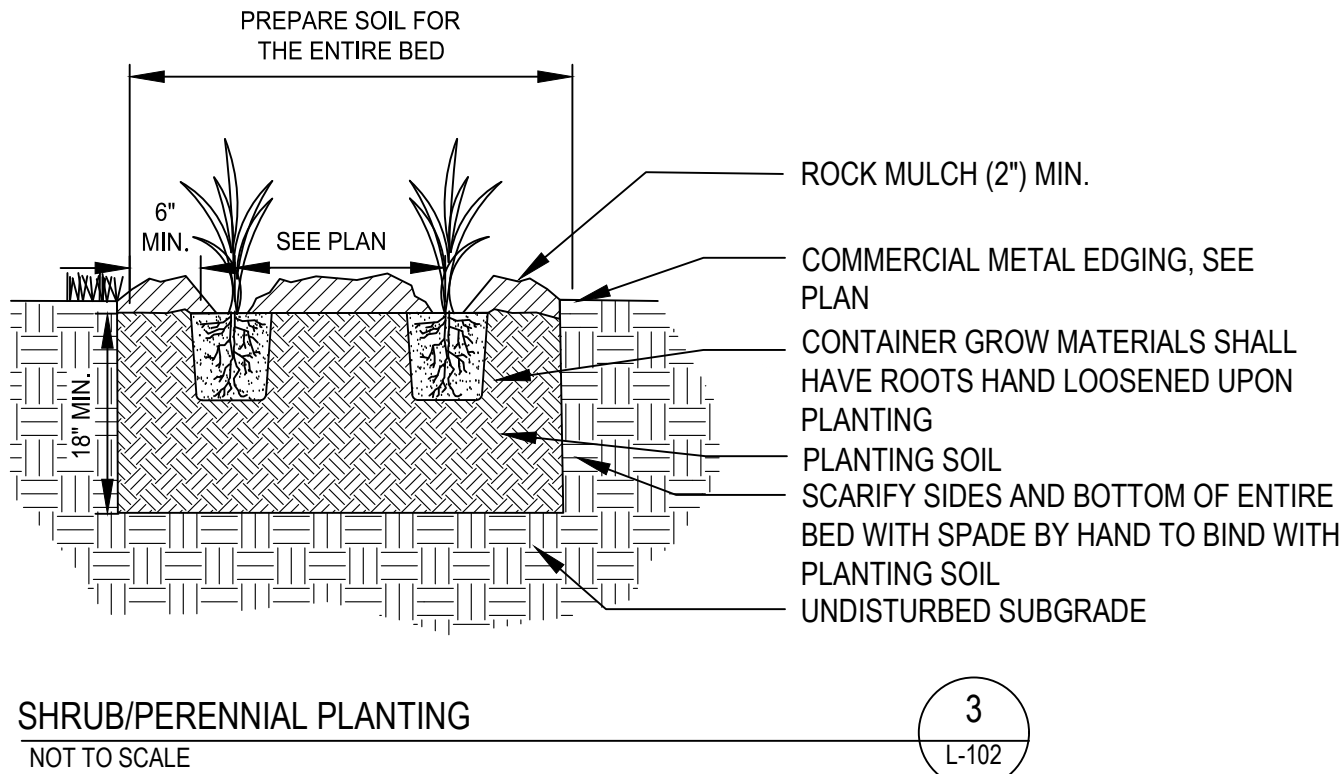
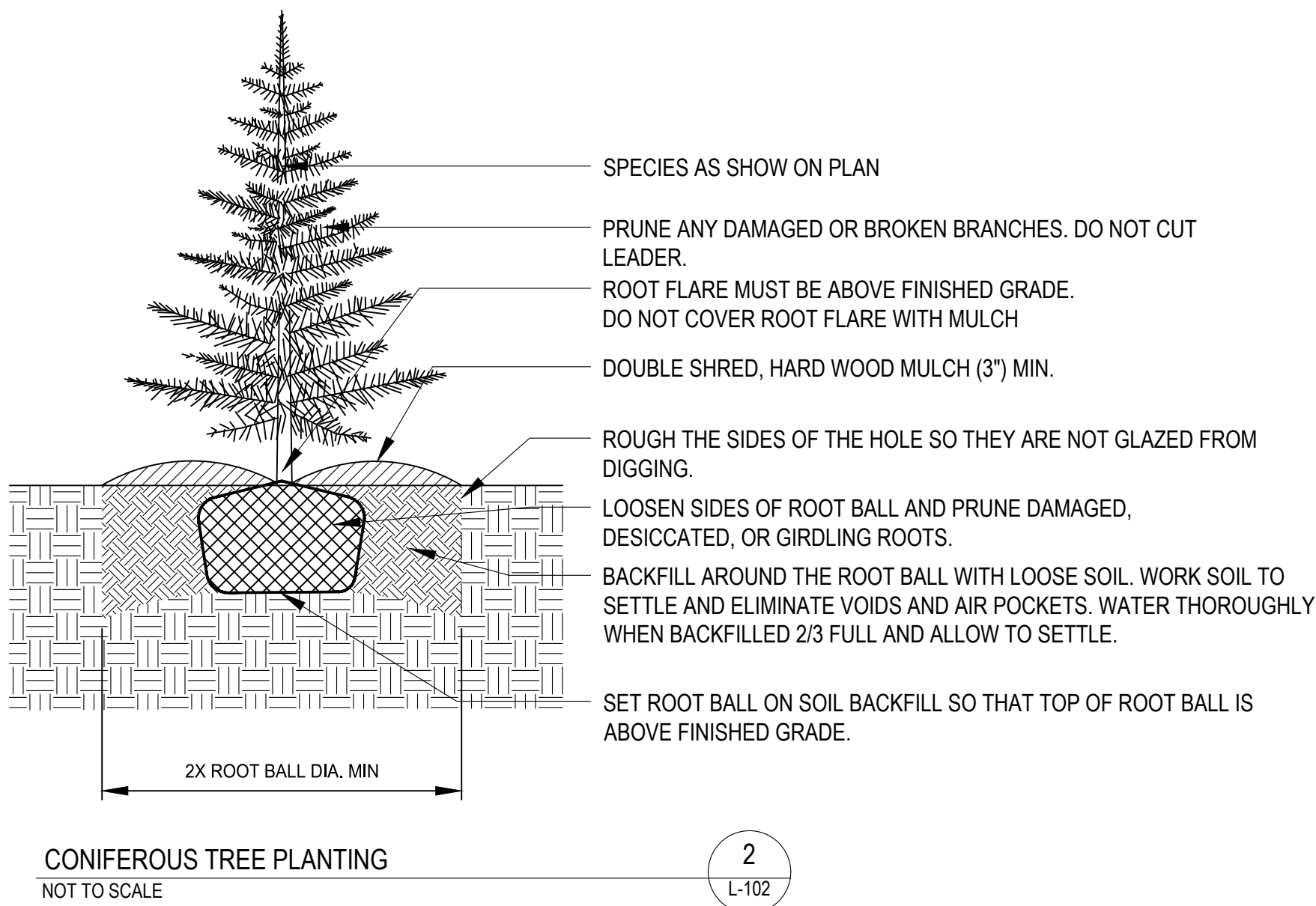
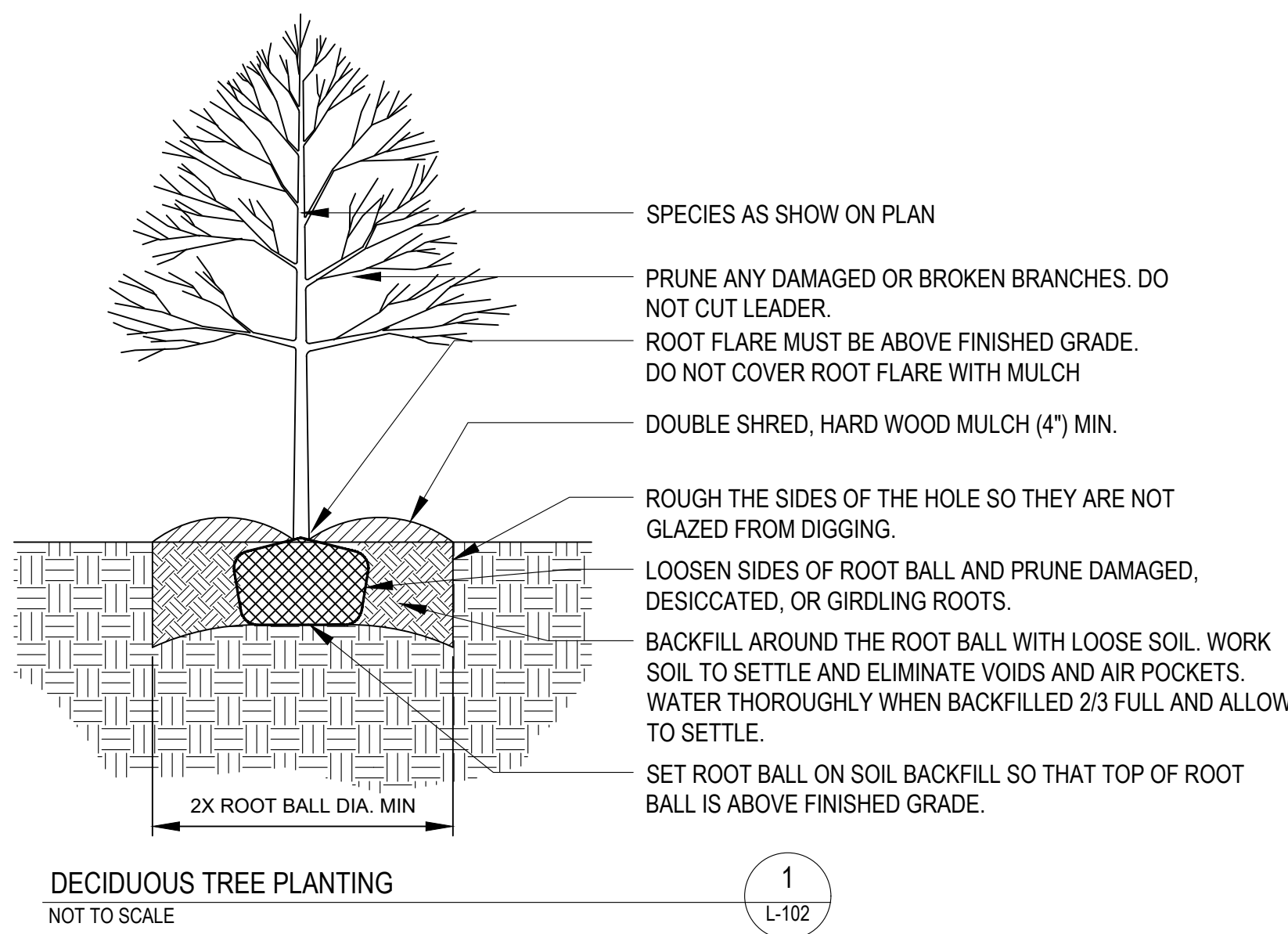
ISSUE NO.: 1

SHEET TITLE:

WEST LANDSCAPE PLAN

SHEET NO.:

L-101



LANDSCAPE NOTES

1. TREES AND SHRUBS SHALL BE PROVIDED IN THE QUANTITY, SIZE, GENUS, SPECIES, AND VARIETY AS CHOSEN BY THE OWNER/OWNER AS LISTED ON THE LANDSCAPE PLAN L 101.
2. TREES AND SHRUBS SHALL BE HEALTHY, VIGOROUS STOCK, GROWN IN RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS.
3. OWNER RETAINS THE RIGHT TO INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK.
4. NURSERY STOCK SHALL BE DELIVERED DIRECTLY FROM NURSERY. HEEL IN IMMEDIATELY UPON DELIVERY IF NOT TO BE PLANTED WITHIN FOUR HOURS, COVERING WITH MOIST SOIL OR MULCH TO PROTECT FROM DRYING. STORE PLANTS IN SHADE AND PROTECT FROM WEATHER.
5. PROTECTION FROM EXTREMES IN EXPOSURE AND ROUGH HANDLING SHALL BE PROVIDED FOR ALL PLANT MATERIALS DURING TRANSPORT AND STORAGE.
6. THE CONTRACTOR SHALL NOTIFY THE OWNER 48 HOURS PRIOR TO PLANTING SO THAT A MUTUALLY AGREEABLE TIME MAY BE ARRANGED FOR INSPECTION.
7. LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS WITH STAKES CENTERED AT PROPOSED PLANTING LOCATIONS FOR APPROVAL BY OWNER.
8. DO NOT START PLANTING WORK UNTIL LAYOUT IS APPROVED BY THE OWNER.

TURF RESTORATION NOTES

1. EDGE RESTRAINT BETWEEN PLANTING BEDS AND TURF SHALL BE BLACK COMMERCIAL GRADE LANDSCAPE EDGING BY COL-MET OR APPROVED EQUAL, 6"x12 GAUGE STEEL.
2. THE ESTABLISHMENT PERIOD FOR SOD SHALL BEGIN IMMEDIATELY AFTER INSTALLATION, WITH THE APPROVAL OF THE OWNER, AND CONTINUE UNTIL THE DATE THAT THE OWNER PERFORMS A FINAL INSPECTION.
3. THE ESTABLISHMENT PERIOD FOR SODDED AREAS IS 1 YEAR.
4. SOD SHALL CONFORM TO MNDOT SPEC. 3878.2.A MINERAL SOD; SOD SPECIES COMPOSITION SHALL BE MINNESOTA STATE SEED MIX 25-151 - HIGH MAINTENANCE TURF.
5. FERTILIZER SHALL CONFORM TO MNDOT SPEC. 3881, TYPE 2 PHOSPHOROUS-FREE.
6. FERTILIZER SHALL HAVE A FORMULA (N-P-K) AS DETERMINED BY THE RESULTS OF A SOIL TEST. CONTRACTOR TO CONDUCT SOIL TEST AND PROVIDE RESULTS ALONG WITH RECOMMENDED FERTILIZER FORMULA TO OWNER FOR REVIEW AND APPROVAL PRIOR TO APPLICATION.
7. TOPSOIL SHALL BE SALVAGED AND IMPORTED AS NEEDED AND CONFORM TO MNDOT SPEC. 3877.2B LOAM TOPSOIL BORROW. TOPSOIL SHALL BE SCREENED, PULVERIZED, AND CONTAIN LESS THAN 30% CLAY.
8. 6" OF TOPSOIL SHALL BE PLACED IN ALL SEEDING AREAS.
9. INSTALLATION OF SOD SHALL OCCUR WITHIN ONE (1) WEEK OF COMPLETING THE GRADING.
10. PLACE ALL SOD STRIPS WITH LONG EDGES PARALLEL TO THE CONTOURS. STAGGER ALL JOINTS ALTERNATELY WITHOUT SPACE BETWEEN. SECURE THE SOD TO SLOPES WITH BIODEGRADABLE ANCHOR SYSTEMS.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR WATER DURING THE PLANTING ESTABLISHMENT PERIOD.

INSPECTION AND ACCEPTANCE

1. LANDSCAPE WORK WILL BE INSPECTED FOR ACCEPTANCE IN PARTS AGREEABLE TO THE OWNER, PROVIDED WORK OFFERED FOR INSPECTION IS COMPLETE, INCLUDING MAINTENANCE, FOR THE PORTION IN QUESTION.
2. AT THE CONCLUSION OF THE ESTABLISHMENT PERIOD, WHICH WILL BE ONE YEAR FOLLOWING INITIAL INSTALLATION A FINAL INSPECTION OF PLANTING WILL BE MADE TO DETERMINE THE CONDITIONS OF AREAS SPECIFIED FOR LANDSCAPING.
3. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.

PLANTING NOTES

1. UPON APPROVAL OF STAKING LOCATIONS CONTRACTOR SHALL EXCAVATE PLANTING HOLES CENTERED AT STAKED LOCATIONS.
2. DIG HOLES AS DETAILED AND TO A DIAMETER A MINIMUM OF TWO TIMES THE DIAMETER OF THE ROOT BALL OR CONTAINER.
3. REMOVE STICKS, RUBBISH, FOREIGN MATERIALS AND UNDESIRABLE PLANTS AND THEIR ROOTS. REMOVE STONES MEASURING OVER 1-1/2 INCHES IN ANY DIMENSIONS.
4. SET BALLED AND BURLAPPED (B&B) STOCK ON LAYER OF COMPACTED PLANTING SOIL MIXTURE, PLUMB AND IN CENTER OF PIT OR TRENCH WITH TOP OF ALL AT SAME ELEVATION AS ADJACENT FINISHED LANDSCAPE GRADES.
5. ROOT FLARE OF THE TREE MUST BE ABOVE FINISHED GRADE.
6. CUT ALL CORDS AND TWIN AND REMOVE WIRE BASKET AND BURLAP FROM TOP AND SIDES OF BALLS; RETAIN BURLAP ON BOTTOMS.
7. WHEN SET, PLACE ADDITIONAL PLANTING SOIL BACKFILL AROUND BASE AND SIDES OF BALL, AND WORK EACH LAYER TO SETTLE BACKFILL AND ELIMINATE VOIDS AND AIR POCKETS.
8. WHEN EXCAVATION IS APPROXIMATELY 2/3 FULL, WATER THOROUGHLY BEFORE PLACING REMAINDER OF BACKFILL.
9. REPEAT WATERING UNTIL NO MORE IS ABSORBED. WATER AGAIN AFTER PLACING FINAL LAYER OF BACKFILL.
10. FOR CONTAINER GROWN STOCK, SAME AS FOR BALLED AND BURLAPPED STOCK, EXCEPT CUT CONTAINERS ON SIDES INTO QUARTERS WITH SHEAR. REMOVE CONTAINER BEFORE SETTING PLANT SO AS NOT TO DAMAGE ROOT BALLS.
11. WATER EACH PLANT WITHIN 2 HOURS OF PLANTING.
12. ALL PLANTINGS TO BE MULCHED UNLESS OTHERWISE NOTED ON THE PLAN.
13. PLACE 4-INCH THICKNESS OF MULCH AROUND TREES AND SHRUBS WITHIN A PERIOD OF 48 HOURS AFTER THE SECOND WATERING.
14. DO NOT PLACE MULCH IN DIRECT CONTACT WITH TRUNKS OR STEMS.

MAINTENANCE NOTES

1. WHEN INSPECTED LANDSCAPE WORK DOES NOT COMPLY WITH REQUIREMENTS, REPLACE REJECTED WORK AND CONTINUE SPECIFIED MAINTENANCE UNTIL RE-INSPECTED BY OWNER AND FOUND TO BE ACCEPTABLE. REMOVE REJECTED PLANTS AND MATERIALS FROM SITE.
2. BEGIN MAINTENANCE IMMEDIATELY AFTER PLANTING.
3. MAINTAIN TREES AND BUSHES INCLUDING WATERING FOR ONE YEAR AFTER ACCEPTANCE BY OWNER. IT IS CONTRACTORS RESPONSIBILITY FOR COORDINATE WATERING.
4. TRIM, PRUNE, REMOVE CLIPPINGS AND DEAD OR BROKEN BRANCHES, AND TREAT PRUNED AREAS AND OTHER WOUNDS.
5. IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE TREES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TREES IN AN UPRIGHT POSITION THROUGHOUT THE ONE-YEAR GUARANTEE PERIOD.

GUARANTEE AND REPLACEMENTS

1. PLANT MATERIAL SHALL BE GUARANTEED FOR ONE FULL YEAR AFTER OWNER ACCEPTANCE AND SHALL BE ALIVE AND IN SATISFACTORY CONDITION AT THE END OF THE GUARANTEE PERIOD. SUCH GUARANTEE EXCLUDES VANDALISM.
2. AT THE END OF THE ONE-YEAR GUARANTEE PERIOD, INSPECTION WILL BE MADE BY THE OWNER UPON WRITTEN NOTICE BY THE CONTRACTOR AT LEAST FIVE DAYS BEFORE THE ANTICIPATED DATE. ANY PLANT MATERIAL REQUIRED UNDER THE CONTRACT THAT IS DEAD OR NOT IN SATISFACTORY CONDITION, AS DETERMINED BY THE OWNER, SHALL BE REMOVED FROM THE SITE, AND SHALL BE REPLACED AS SOON AS CONDITIONS PERMIT DURING THE NORMAL PLANTING SEASONS.
3. THE OPINION OF THE OWNER SHALL GOVERN IN ANY AND ALL DISPUTES BY THE CONTRACTOR REGARDING THE CONDITION AND DISPOSITION OF UNSATISFACTORY MAINTENANCE PROCEDURES OR REJECTED PLANTS.
4. ALL REPLACEMENTS SHALL BE PLANT MATERIAL OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. REPLACEMENT COSTS SHALL BE BORNE BY THE CONTRACTOR.
5. REPLACEMENT PLANTINGS REQUIRED AT THE END OF THE GUARANTEE PERIOD ARE NOT TO BE GUARANTEED. THE PLANT MATERIAL IS SUBJECT TO INSPECTION AND REJECTION BY THE OWNER BEFORE AND AFTER PLANTING.

ISSUE NO.	DESCRIPTION	DATE
1	CITY SUBMITTAL	12/21/2020

1

2

3

4

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12

13

14

15

16

**PINE BEND RNG LLC
PINE BEND RENEWABLE NATURAL GAS PLANT
PRODUCTION FACILITY
117TH STREET EAST
INVER GROVE HEIGHTS, MN 55077**

CENTERAL

GENERAL DRAWINGS

G-000	GENERAL COVER SHEET	B	12-21-20
G-100	GENERAL ARRANGEMENT	B	12-21-20
G-410	WALL SECTION	B	12-21-20

REV. # DATE

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SCS ENERGY

3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 426-9544

PROJ. NO.	06219020 01
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1	DWN. BY:	
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ACAD FILE:	
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CHK. BY:	R
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5

APP. BY: JF

	CLIENT
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**PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10601**

SHEET TITLE

GENERAL COVER SHEET

PROJECT TITLE

**PINE BEND RENEWABLE NATURAL
GAS PRODUCTION FACILITY**

CITY SUBMITTAL

NO.	
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REVISION

DATE _____

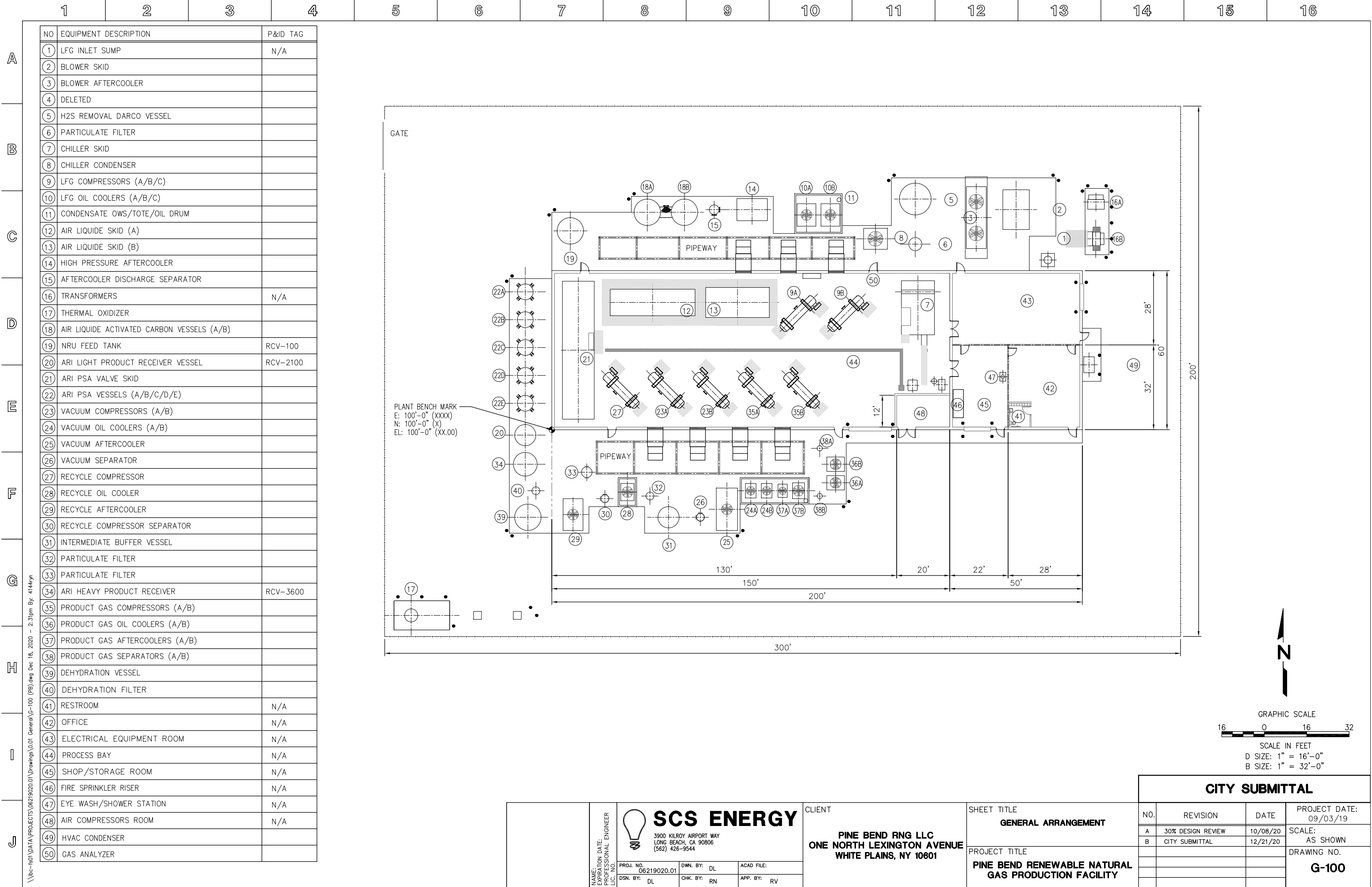
PROJECT DATE:
09/03/19

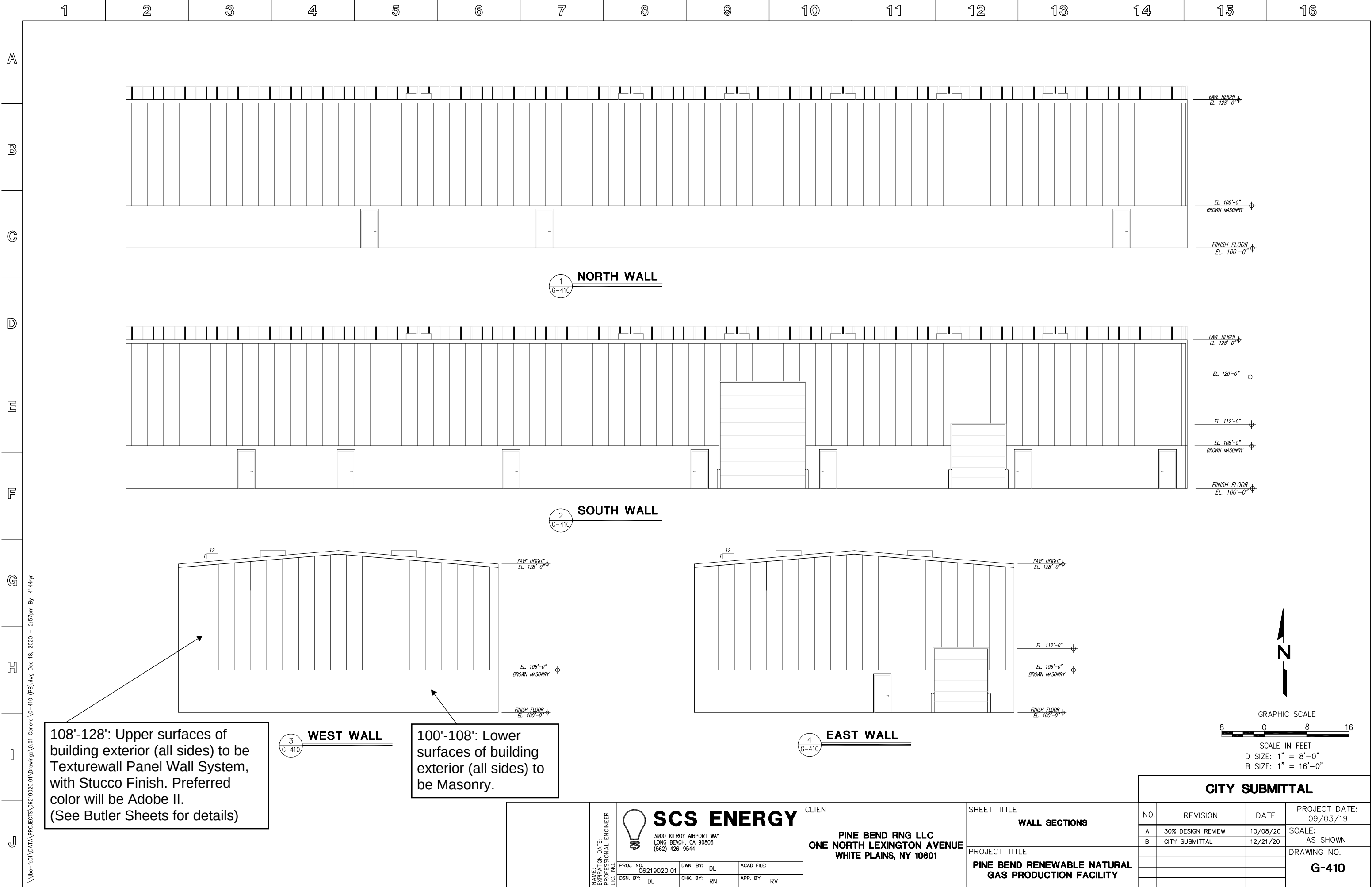
SCALE:

AS SHOWN

DRAWING NO.

G-000





1
G-410
NORTH WALL

2
G-410
SOUTH WALL

3
G-410
WEST WALL

4
G-410
EAST WALL

108'-128': Upper surfaces of building exterior (all sides) to be Texturewall Panel Wall System, with Stucco Finish. Preferred color will be Adobe II. (See Butler Sheets for details)

100'-108': Lower surfaces of building exterior (all sides) to be Masonry.

NAME:
EXPIRATION DATE:
PROFESSIONAL ENGINEER
LIC. NO.:



SCS ENERGY

3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 428-9544

PROJ. NO. 06219020.01	DWN. BY: DL	ACAD FILE:
DSN. BY: DL	CHK. BY: RN	APP. BY: RV

CLIENT
**PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10801**

SHEET TITLE WALL SECTIONS
PROJECT TITLE PINE BEND RENEWABLE NATURAL GAS PRODUCTION FACILITY

CITY SUBMITTAL				
NO.	REVISION	DATE	PROJECT DATE: 09/03/19	
A	30% DESIGN REVIEW	10/08/20	SCALE: AS SHOWN	
B	CITY SUBMITTAL	12/21/20	DRAWING NO. G-410	

INFORMATION ONLY



TEXTUREWALL™ PANEL WALL SYSTEM

Add a classic stucco appearance with lasting durability and enhanced efficiency.

The classic beauty of stucco. The enhanced performance of a Butler® building system. You can add this attractive combination of benefits with the TextureWall™ panel wall system. The textured look of this system makes it particularly ideal in instances where local building ordinances require a masonry or stucco exterior.

Choose the TextureWall system to add the beauty of stucco in applications such as retail centers, churches, recreational and community facilities, and more.

CREATE CLASSIC BEAUTY

The exterior face of the TextureWall system features the Texture-Cote™ finish system—a hard aggregate-fiber-reinforced polymer finish that creates its characteristic stucco appearance. The metal interior face is finished in an attractive, virtually flat finish with a polyester white color that is USDA approved. This can act as a finished interior wall or can be used for the application of other wall materials.

CUSTOMIZE THE LOOK

The rich textured surface of the Texture-Cote finish system is available in four attractive color options. Each is designed to complement other building materials, including Butler wall and roof systems. And with its 42-inch panel width, the TextureWall system creates a stunning monolithic stucco appearance.



Aspen White II



Adobe II

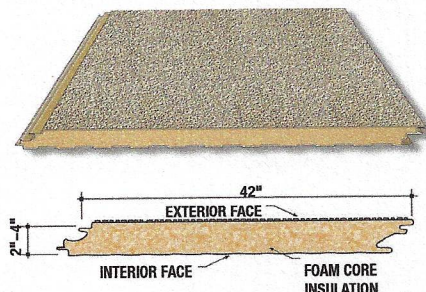


White II



Gray II

Note: Colors shown may vary from actual samples due to variations in the printing process. Colors and color availability subject to change without notice.



ASSURE LASTING DURABILITY

The TextureWall system's durable surface resists the effects of impact, abrasion, and harsh weather. And unlike field-applied finishes that are vulnerable to damp or cold weather during installation, TextureWall panels can be erected in virtually any weather condition.

BUILT-IN ENERGY EFFICIENCY

The TextureWall system's factory-installed foam core insulation and thermal break joint design

deliver excellent energy efficiency, with an R-value from 15 to 32 depending on panel thickness. The factory-applied joint sealant provides a complete wall system weather barrier. Panels are offered in 2- to 4-inch thicknesses.

FAST INSTALLATION

Installation of the Texture-Cote system can be performed from the exterior of the building, which saves time and money.

COMPARE OUR WARRANTY

While many field-applied systems offer a prorated 5-year warranty on the coating material only, Butler stands behind the Texture-Cote finish system with a full 10-year warranty on material and application.

TEXTUREWALL™ PANEL WALL SYSTEM

PANEL-TO-STRUCTURE ATTACHMENT

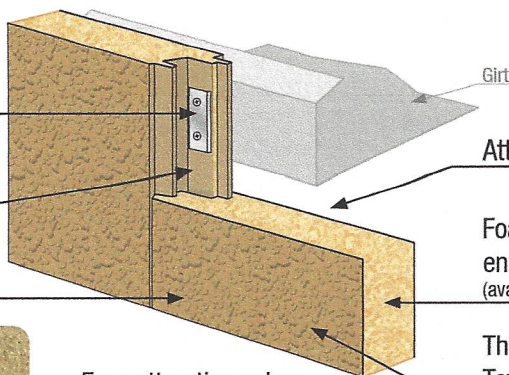
Concealed clip provides easy exterior installation and clean look

Thermal break joint to enhance energy efficiency

The classic textured look of stucco, with a 10-year finish warranty



Four attractive colors



Attractive interior surface

Foam core insulation to enhance energy efficiency (available in 2"-4" thicknesses)

The added durability of the Texture-Cote™ finish system



KEY BENEFITS

- ✓ The classic textured look of stucco satisfies many local building codes requiring masonry or stucco exteriors
- ✓ 10-year finish warranty
- ✓ Can be erected in virtually all weather conditions
- ✓ Foam core insulation and thermal break joint enhance energy efficiency
- ✓ Attractive interior metal panel provides finished look without the need for additional materials
- ✓ The added durability of the Texture-Cote™ finish system
- ✓ Four attractive colors
- ✓ Wide 42" panels create a monolithic appearance



BUTLER OFFERS YOU MORE

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

Maximize your building's performance with a complete Butler® system solution

- Innovative structural, wall, and roof systems
- Precision engineered for seamless integration



Butler Manufacturing
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905-332-7786

www.butlermfg.com



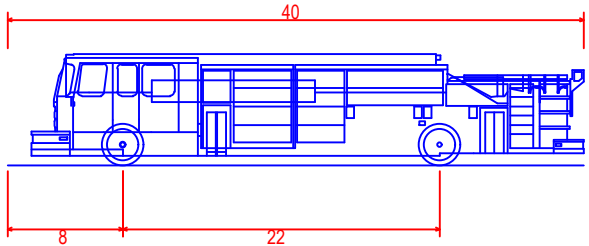
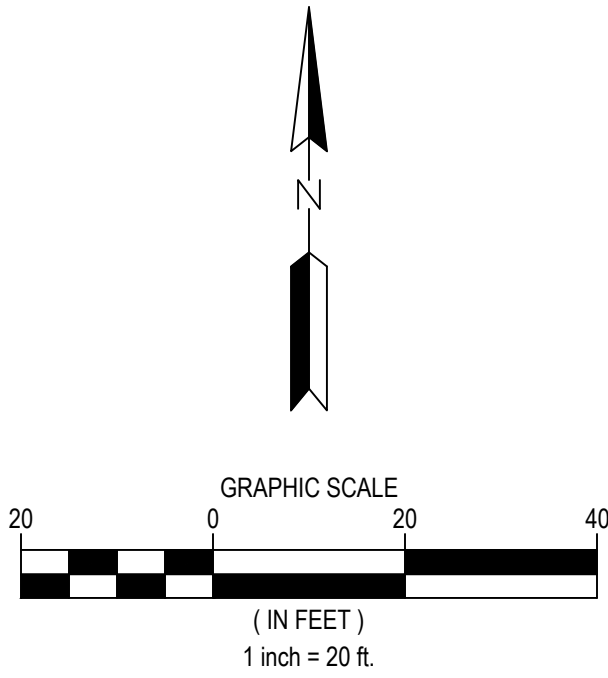
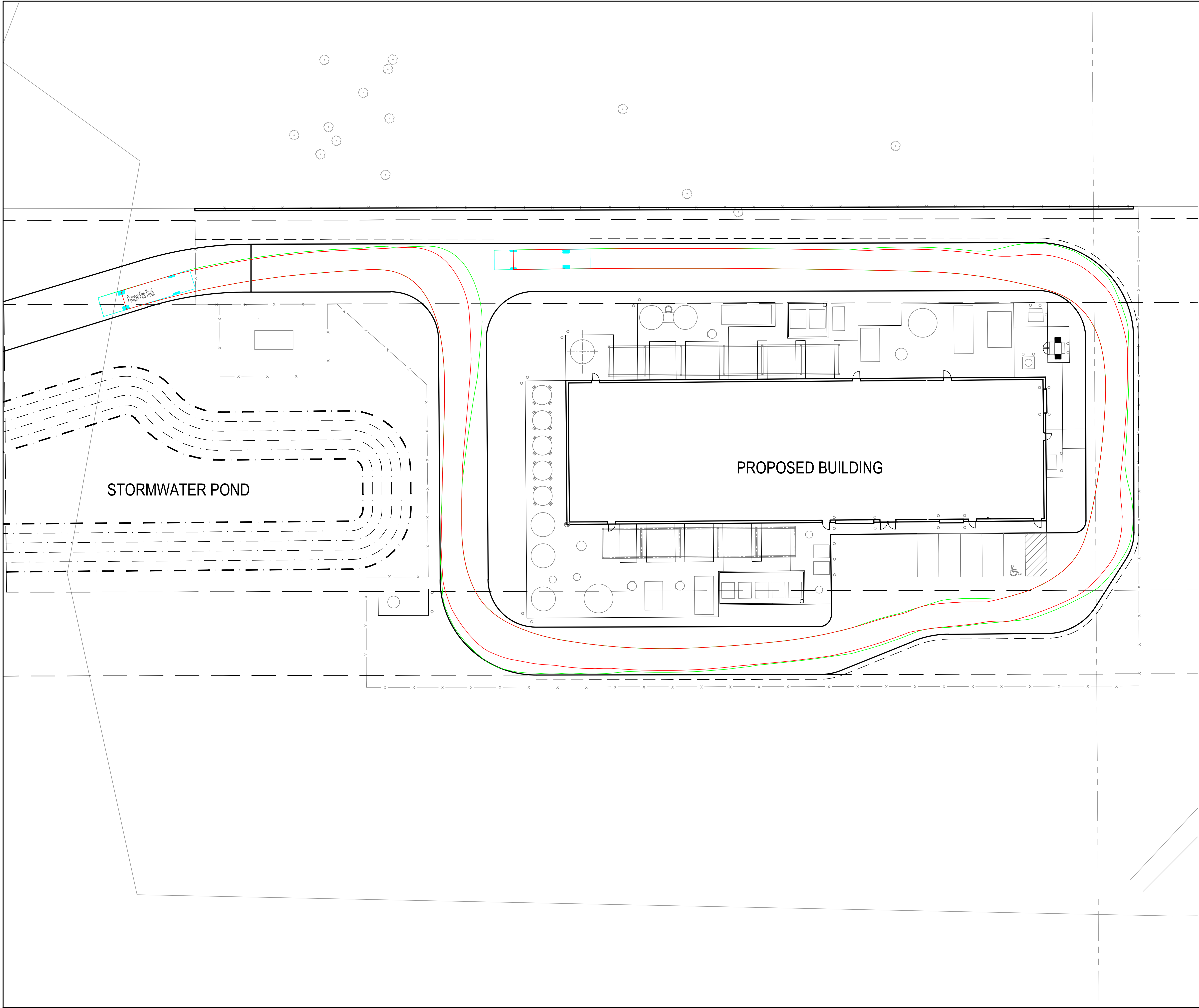
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Form No. 5218 03/17

11/17/2020 3:37:17 PM

N:\7251 SDS Engineers\20-500 Fortistar RNG Expansion\6. DESIGN\ CAD\ EXHIBITS\2020-1117 EX-6 FIRE TURNING MOVEMENTS 7251-20-500.DWG 11/17/2020 MICHAEL HIMMERICH



Pumper Fire Truck
Overall Length 40.000ft
Overall Width 8.167ft
Overall Body Height 7.745ft
Min Body Ground Clearance 0.656ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Wheel Angle 45.00°

WENCK

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

SUB CONSULTANT:

CLIENT:
FORTISTAR
METHANE GROUP

PROJECT TITLE:
FORTISTAR RNG EXPANSION
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA 55077

DATE:	DESCRIPTION:	ISSUE NO.:	PROJECT TITLE:

CERTIFICATION:
NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY: BJC	CHKD BY: PWS	APPD BY: ###
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ISSUE DATE: 11/13/2020

ISSUE NO.: 1

SHEET TITLE:
FIRE TURNING MOVEMENT

SHEET NO.:
EX-6

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
	6	E	SINGLE	0.900	PEMCO TV2C32X10U41K-P14 PHOTOCELL MOUNT AT 10FT	20.16	2299
	10	WP	SINGLE	0.594	SPECGRADE DELA-100-40K-60-V01GR-WM905-NDIM VIA REMOTE PHOTOCELL MOUNT AT 20FT (LLF ADJUST FOR 100W)	100	14268
	4	WP1	SINGLE	0.900	RAYON T631LED-58-UNV12-T4-BZ-PC2 MOUNT AT 10FT	58.12	6122

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
SITE GROUND	Illuminance	Fc	1.38	30.7	0.0	N.A.	N.A.	



TYPE E



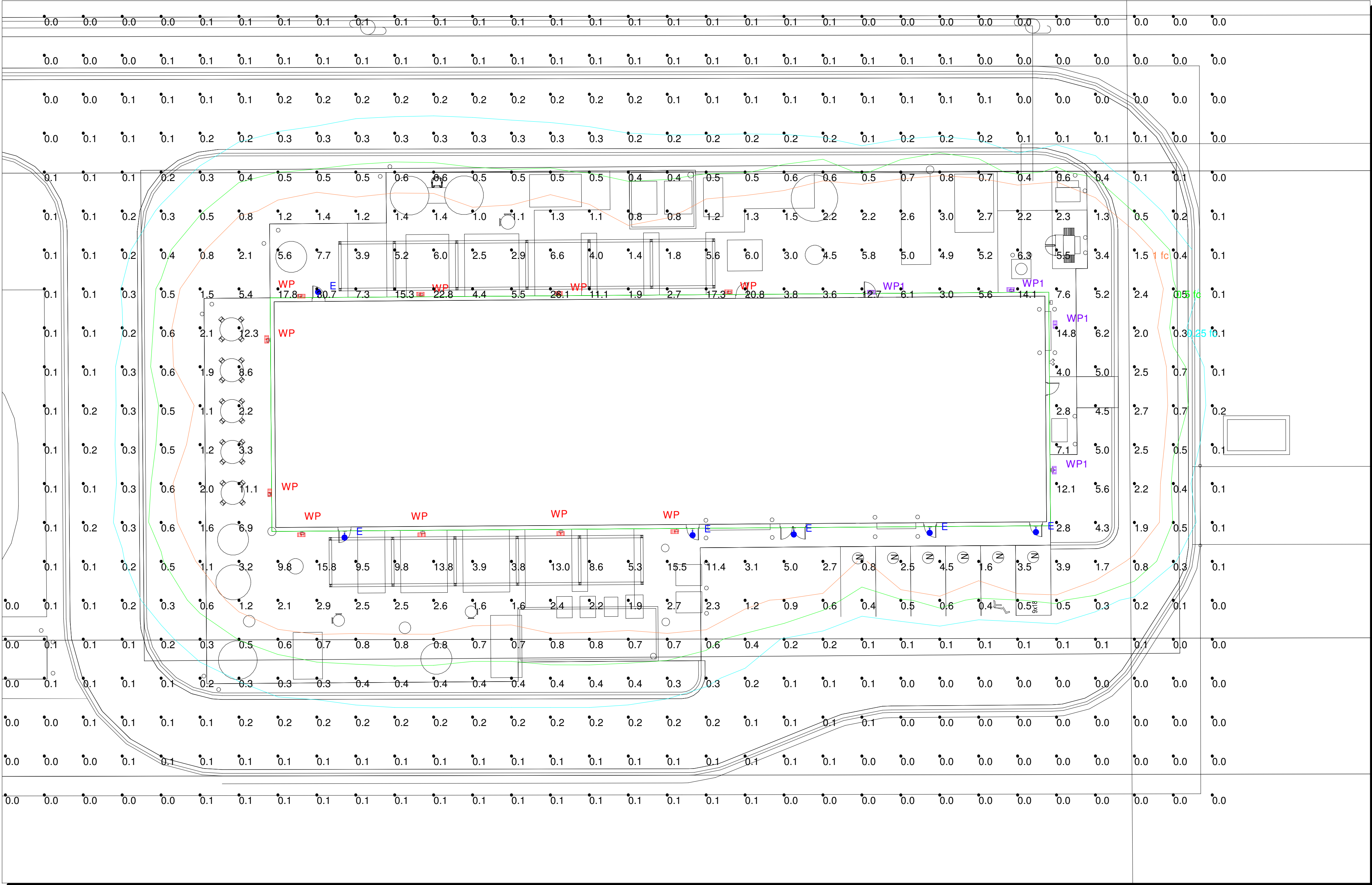
TYPE WP



TYPE WP1

GENERAL NOTES:

- A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLAINT TO THE LOCAL, STATE, OR FEDERAL LIGHTNG CODES OR ORDINANCES.
- B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.
- C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON OBJECTS/SURFACES.



Plan View
Scale: 1 inch= 16 Ft.



#	Date	Comments

Revisions			

Drawn By: SANDY	RNG EXPANSION
Checked By: JILL	
Date:12/18/2020	
Scale: AS NOTED	INVER GROVE HEIGHTS, MN



Date: Dec 17, 2020

Pulse Products
6130 Blue Circle Drive
Minnetonka MN 55343
Phone: (952) 217-0400
Fax: (952) 930-1632

Job Name
RNG EXPANSION
PULSE20-77378
INVER GROVE HEIGHTS MN

Bid Date
Dec 17, 2020

Submittal Date
Dec 17, 2020

Specifier:
Wenck
7500 OLSON MEMORIAL HWY
GOLDEN VALLEY MN 55427



Transmittal

Pulse Products
 6130 Blue Circle Drive
 Minnetonka MN 55343
 Phone: (952) 217-0400
From: Jill Bjornberg

Project **RNG EXPANSION**
Quote# PULSE20-77378
Location INVER GROVE HEIGHTS MN
To WENCK
 7500 OLSON MEMORIAL HWY
 SUITE 300
 GOLDEN VALLEY MN 55427
 Contact:

ATTACHED WE ARE SENDING YOU 1 COPY OF THE FOLLOWING ITEM:

- | | | |
|-----------------------------------|--|--------|
| ☐ Drawings | ☐ Specifications | Other: |
| ☐ Prints | ☐ Information | |
| ☐ Plans | ☒ Submittals | |

THESE ARE TRANSMITTED FOR:

- | | | |
|--|---|---------------------------------|
| ☐ Prior Approval | ☐ Resubmittal for Approval | ☐ Record |
| ☐ Approval | ☐ Corrections | Bids due on: |
| ☐ Approval as Submitted | ☒ Your Use | Other: |
| ☐ Approval as Noted | ☐ Review and Comment | |

Type	MFG	Part
E	PEMCO LIGHTING PRODUCTS	WDG2C3-2X10-U-41K-Z-P14
WP	SpecGrade LED	DELA-100-40-60-V01-GR-WM90S-NDIM
		CONNECT TO REMOTE PHOTOCELL
WP1	RAYON LIGHTING GROUP	T631LED-58-UNV12-T4-BZ-PC2

**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

WDG2C3-2X10-U-41K-Z-P14

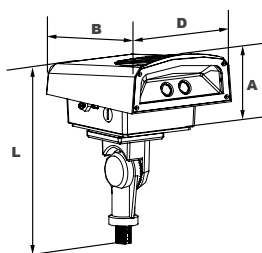
Notes:

Type:**E**

PULSE20-77378

**SMALL WEDGE****WALL & FLOOD MOUNT LIGHTING****L70**
25°C**76,000 Hours****12V****AVAILABLE**Shown with Battery
Backup OptionShown with "KN" Knuckle
Installed.**Dimensions**

Width (D)	6 5/8" (168mm)
Length (B)	7 1/4" (200mm)
Height (A)	4 1/2" (114mm)
Height with Mount (L)	10 1/8" (270mm)



Pemco's Small Wedge luminaire is available in two wattages designed to replace HID lighting systems up to 175w MH or HPS. Typical applications include general area, parking, flood, security, and accent lighting for retail centers, industrial parks, schools and universities, public transit and airports, office buildings and medical facilities. Mounting heights of 8 to 15 feet can be used based on light level and uniformity requirements.

Specifications and Features:**Housing:**

Die-Cast Gasketed Aluminum Housing, Includes Cast-In Box Template and Built in Level. White Reflector. Nickel-Plated Stainless Steel Hardware.

Listing & Ratings:

CSA: Listed for Wet Locations, ANSI/UL 1598, 8750; IP66 Sealed LED Compartment.

Finish:

Textured Architectural Bronze Powdercoat Finish Over a Chromate Conversion Coating. Custom Colors Available Upon Request.

Lens:

Tempered Clear Flat Glass Lens.

Mounting Options:

Mount Directly Over Recessed Electrical Box or use 1/2" Surface Mount Conduit. Adjustable Knuckle with 1/2" NPS Threads, Sold Separately, Field Installed.

COB LED:

QSSI Cool Copper COB

Wattage:

20w COB: 20w, System: 21w; (100w HID Equivalent) **Note: 12V Model is 20w only.**
40w COB 40w, System: 43w; (175w HID Equivalent)

Driver:

Electronic Driver, 120-277V, 50/60Hz; 347-480V, 50/60Hz or 347V, 50/60Hz; Less Than 20% THD and PF>0.90. Standard Internal Surge Protection is 2kV for 20w, 6kV for 40w. 0-10V Dimming Standard for a Dimming Range of 100% to 10%; Dimming Source Current is 150 Microamps.

12V: Electronic Driver, 12-17VAC Input, 50/60Hz, Non-Dimmable (20w Model Only)

Controls:

Fixtures Ordered with Factory-Installed Photocell or Motion Sensor Controls are Internally Wired for Switching and/or 1-10V Dimming Within the Housing. Remote Direct Wired Interface of 1-10V Dimming is Not Implied and May Not Be Available, Please Consult Factory. Fixtures are Tested with LEPC Controls and May Not Function Properly With Controls Supplied By Others. Fixtures are NOT Designed for Use with Line Voltage Dimmers.

Battery Backup:

Battery Backup Option Includes Accessory Housing (Ships Separately). Empty Accessory Housing is Available For Use When a Uniform Building Aesthetic is Desired.

Warranty:

5-Year Warranty for -40°C to +50°C Environment.

See Page 4 for Projected Lumen Maintenance Table.

Order Information Example:**WDG2C32X20U41KZKNP**

WDG2C3			41K			
Model	Wattage	Driver	CCT	Color	Mounting	Options
WDG2C3 =Small LED Traverse Wall Accent and Flood Light	2X10=20w 2X20=40w	U=120-277V V=12V* H=347-480V C=347V*	41K=4100k	Z=Bronze C=Custom (Consult Factory)	KN=Knuckle* *Optional, field installed. Order only for flood model.	SF=Single Fuse* DF=Double Fuse* SP=Surge Protection* P14=Pencil Photocell, 120-277VAC* BU4=Battery Backup, 90 Minutes* *Not Available on 12V Model. *120-277V Models Only.



Submitted by Pulse Products	Job Name: RNG EXPANSION Specifier: Wenck (GOLDEN VALLEY)	Catalog Number: WDG2C3-2X10-U-41K-Z-P14	Type: E
	Notes:		PULSE20-77378



SMALL WEDGE



WALL & FLOOD MOUNT LIGHTING

Accessories & Replacement Parts:

Mounting Accessories (Order Separately, Field Installed)

FLPTFZ	Die-cast Post Top Fitter for 2½" to 3½" Poles, Bronze Powdercoat Finish, Three (3) ½" Coin Plugs.
FLSTK	Heavy Duty Ground Stake, Built-in Wiring Compartment with ½" NPS Threaded Fitting, Black Plastic. For Line-Voltage Applications.
NA04	Plastic Ground Stake with ½" NPT Threads, 11" H x 3" Diameter. For Low-Voltage Applications.



FLPTFZ FLSTK NA04

Accessories (Order Separately, Field Installed)

P18110	110-130V, 120VAC Pencil Photocell
P18112	208-277V, 240VAC Pencil Photocell
NT150BK	150w, 120V Black Powdercoat Steel Landscape Transformer, 12V, with Timer and Photocell
NT300SS	300w, 120V Stainless Steel Landscape Transformer, 12V, with Timer and Photocell
NT300SSM	300w, 120V Stainless Steel Landscape Transformer, Multi-Tap 12/14/17V, with Timer and Photocell
ACCHSG4*	Empty Die Cast Accessory Housing, Powdercoat Finish
*Not Available on 12V Model.	
*Specify Color: Z=Bronze, B=Black, C=Custom (Consult Factory)	



P18110, P18112 NT150BK NT300SS, NT300SSM ACCHSG4

Replacement Parts (Order Separately, Field Installed)

FLSTZ	Die-Cast Adjustable Knuckle with ½" NPS Threads, Bronze Powdercoat Finish.
P18114	120-277V, 50/60Hz Pencil Photocell
For Replacement Battery Backup, see the LEPA LED Battery Backup Specification Sheet.	
*Not Available on 12V Model.	



FLSTZ* P18114
*Shown Mounted

EPA (Effective Projected Area)

Configuration	EPA (Sq. Ft.)	Weight (Lbs.)
 1	.31	5 Lbs

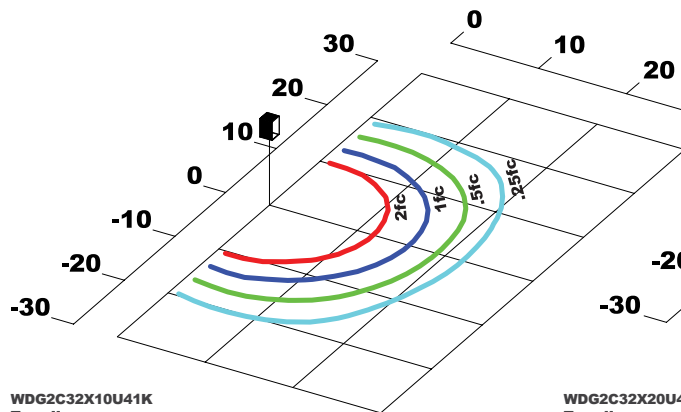
**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

WDG2C3-2X10-U-41K-Z-P14

Notes:

Type:**E**

PULSE20-77378

**SMALL WEDGE****WALL & FLOOD MOUNT LIGHTING****Photometric Data****WDG2C32X10U41K**Type II
Grid in MH
MH=10 Feet**WDG2C32X20U41K**Type II
Grid in MH
MH=10 Feet**Photometric Performance**

LED Board Watts	Drive Current (mA)	Input Watts	Optics	4100 CCT 80 CRI				
				Lumens	LPW	B	U	G
COB LED 21w	525	21	Type II	2,300	110	1	1	0
COB LED 43w		43	Type II	4,025	94	2	1	1

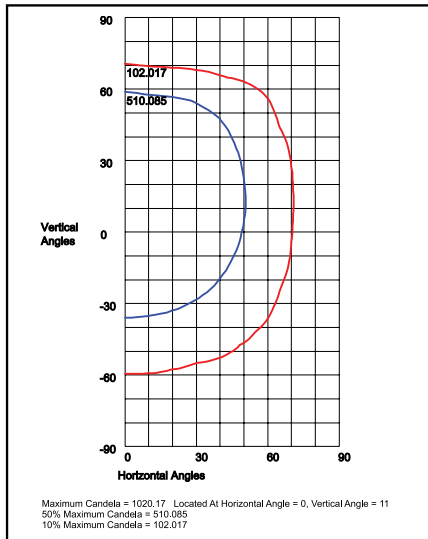
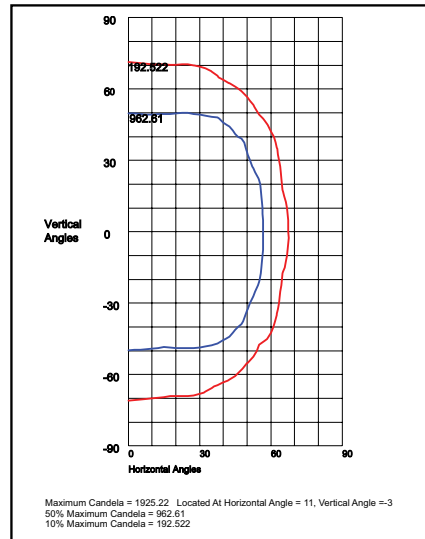
**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

WDG2C3-2X10-U-41K-Z-P14

Notes:

Type:**E**

PULSE20-77378

**SMALL WEDGE****WALL & FLOOD MOUNT LIGHTING****Photometric Data****WDG2C32X10U41K**
110°H x 100°V Beam, NEMA 7H x 6V**WDG2C32X20U41K**
100°H x 90°V Beam, NEMA 7H x 6V**Photometric Performance**

LED Board Watts	Drive Current (mA)	Input Watts	Beam	4100 CCT 80 CRI	
				Lumens	LPW
COB LED 21w	525	21	110°H x 100°V, NEMA 7H x 6V	2,304	110
COB LED 43w		43	100°H x 90°V, NEMA 7H x 6V	4,034	94

Projected Lumen Maintenance

Data shown for 4100 CCT TM-21-11			Compare to MH			
	Input Watts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated LED Life
L70 Lumen Maintenance @ 25°C / 77°F	All wattages up to and including 43w	1.00	0.90	0.80	0.61	76,000
L70 Lumen Maintenance @ 50°C / 122°F		1.00	0.86	0.72	0.44	54,000
L80 Lumen Maintenance @ 40°C / 104°F		1.00	0.88	0.76	0.52	42,000

NOTES:

1. Projected per IESNA TM-21-11. Data references the extrapolated performance projections for the 525mA base model in a 25°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.
2. Compare to MH box indicates suggested Light Loss Factor (LLF) to be used when comparing to Metal Halide (MH) systems.

**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**DELA-100-40-60-V01-GR-WM90S-NDIM
CONNECT TO REMOTE PHOTOCELL

Notes:

Type:**WP**

PULSE20-77378

SPECGRADE
LED
PRECISE, HIGH-OUTPUT LIGHTING**DELTA-A****HAZARDOUS LOCATION LED****20W, 40W, 60W, 80W, 100W, 150W, 200W**
HAZARDOUS LOCATION LED

- Class I - Div 2: Groups A, B, C, D
- Class II - Div 1: Group E, F, G
- Class II - Div 2: Group F, G
- Class III
- UL 1598A Marine Listed
- UL 844
- IP66 & IK10 Rated

PROJECT

CATALOG #

TYPE

Rev: 06/06/2019

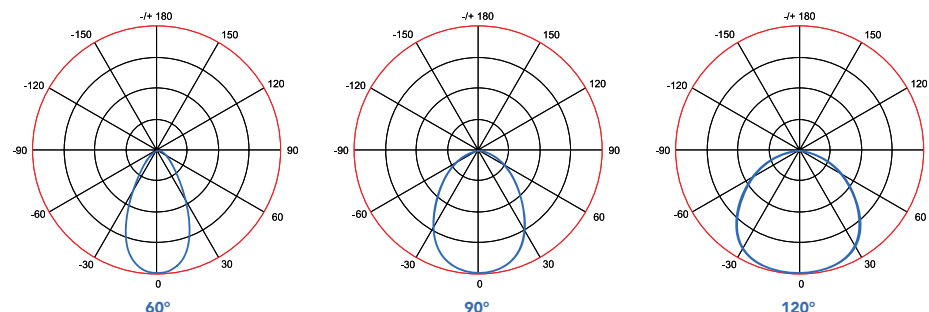
**POWER**Available from 20W up to
200W Configurations**PRECISION**Custom-Engineered Optics Offer
Precisely Directed Light**ENGINEERING**A383 Die Cast Aluminum Housing and
Tempered Glass Lens**ORDERING INFORMATION**

EXAMPLE PART #: DELA - 100 - 40K - 40 - V01 - GR - PM - NDIM

DELA					GR		
SERIES	WATTS	CCT	OPTICS	INPUT PWR	FINISH	MOUNTING	DIMMING
DELA	20	35K	60	V01 110/277V	GR	TM Trunnion Mount (Wall, Ceiling & Floor)	NDIM No Dimming
	40	40K	90	V04 347/480V		PM Pendant Mount	VDIM 0-10V Dimmable
	60	50K	120			JBT Junction Box w/Pendant	
	80	57K				WM25 25° Wall Mount & Junction Box: 3/4" NPT	
	100					WM90 90° Wall Mount & Junction Box: 3/4" NPT	
	150					WM90S 90° Wall Mount	
	200					PL25 25° Pole Mount: 1-1/2" NPT	
						PL90 90° Pole Mount: 1-1/2" NPT	

NOTES

- 20W & 40W Only Available in V01 110/277V
- 35K Available; Please Consult Factory for Lead Times

**CONNECT TO
REMOTE PHOTOCELL****OPTICS**

Due to continuous improvement and innovation, product appearance and specifications may change without notice. Actual performance may differ as a result of end-user environment and application.

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**Job Name:**

RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)

Catalog Number:

DELA-100-40-60-V01-GR-WM90S-NDIM
CONNECT TO REMOTE PHOTOCELL

Notes:

Type:**WP**

PULSE20-77378

DELTA-A

HAZARDOUS LOCATION LED

SPECGrade
LED
PRECISE, HIGH-OUTPUT LIGHTING

SPECIFICATIONS

Expected Life | Over 85,000 hrs.
Rating | IP66 & IK10
Color Rendering Index (CRI) | 70
Operating Temp | -40°C – +65°C
Relative Humidity | 10-90% RH
Power Factor | >.95
Input Line Voltage | 90-305 / 200-525 VAC
Input Line Frequency | 50/60 Hz
LED Chips | Philips
Driver | Meanwell
Surge Protection | 10KV
DC Output Ripple & Noise | <200mVP-P
T-Rating | T3

LISTINGS

UL 1598A Marine Listed**UL 844 Listed**

- Class I, Division 2, Groups A,B,C,D
- Class II, Division 1, Groups E,F,G
- Class II, Division 2, Groups F,G
- Class III

MATERIALS

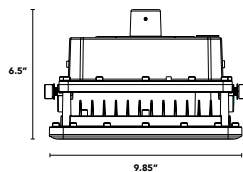
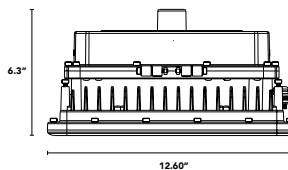
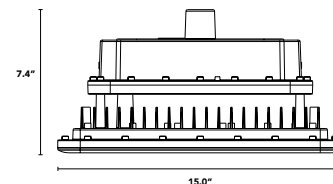
Housing | A383 Die Cast Aluminum
Gasketing | Fluorosilicone Rubber
Hardware | Stainless Steel 304
Finish | Polyester Powdercoat
Lens | Tempered Glass

LUMEN CHART

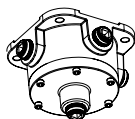
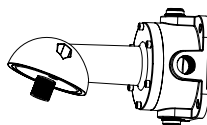
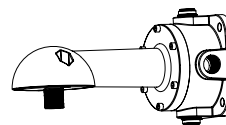
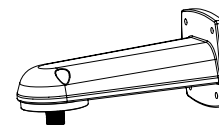
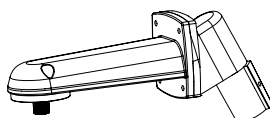
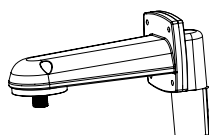
	3500K	4000K	5000K	5700K
20W	2,400 lm	2,560 lm	2,700 lm	2,800 lm
40W	4,800 lm	5,120 lm	5,400 lm	5,600 lm
60W	7,200 lm	7,680 lm	8,100 lm	8,400 lm
80W	9,600 lm	10,240 lm	10,800 lm	11,200 lm
100W	12,000 lm	12,800 lm	13,500 lm	14,000 lm
150W	18,000 lm	19,200 lm	20,250 lm	21,000 lm
200W	24,000 lm	25,600 lm	27,000 lm	28,000 lm

Typical delivered lumen data is approximate. Actual lumens will vary due to installation environment and beam pattern. Please see IES files.

PRODUCT DRAWINGS

20W - 40W - 60W**80W - 100W****150W - 200W**

ADDITIONAL MOUNTING OPTIONS

JBT: Junction Box w/ Pendant**WM25: 25° Wall Mount & Junction Box****WM90: 90° Wall Mount & Junction Box****WM90S: 90° Wall Mount****PL25: 25° Pole Mount****PL90: 90° Pole Mount**

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**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

T631LED-58-UNV12-T4-BZ-PC2

Notes:

Type:**WP1**

PULSE20-77378

TECH-D**T631LED**LARGE LED TRAPEZOIDAL
CUT-OFF WALL PACK

JOB INFORMATION	TYPE:
	CATALOG NO.
	PROJECT NAME:
	COMMENTS:
	PREPARED BY:

1051LED

**USE OF PRODUCT**

The intended use of this product is for decorative wall mount, building accents, pedestrian walkways, public access areas, or recreation areas.

HOUSING

Rugged die cast aluminum housing with hinged front frame. 1/2" coin plugs with O-rings for conduit & photocell.

FINISH

Matt-finished, architectural bronze powdercoat over a precise chromate conversion coating. Available in standard dark polyester bronze or consult factory for made to order architectural finishes.

OPTICS

Specular anodized aluminum reflector with clear tempered glass lens. Lens is sealed by one-piece silicon gasket prohibits entrance of outside contaminants.

LED

High output LEDs offer a minimum estimated operating life of 50,000 hours in 2700K, 3000K, 3500K, 4000K, or 5000K (standard) with CRI>83. LEDs placed on high performance aluminum heatsink for reduced junction temperatures and extended life.

EPA

Effective Projected Area (Sq. Ft.): .871 ft² (1 fixture),

DRIVER

Durable and long lasting LED driver operates at 120-277V and boasts a 90% power factor at 50 to 60 Hz with 0-10V Dimming Constant Current. Driver protections includes: Output open load, over-current and short-circuit, and over-temperature with auto recovery. 40°C Min Temp. 40°C Max Temp. 40°C Min Temp. 40°C Max Temp. Step down transformer may be utilized for 480V or 347V applications.

MOUNTING

Cast-in template for mounting directly over a 4" recessed outlet box or 1/2" surface conduit.

LISTINGS/COMPLIANCE

- CEC compliant emergency driver.
- CSA - Listed for wet location.

ORDERING INFO

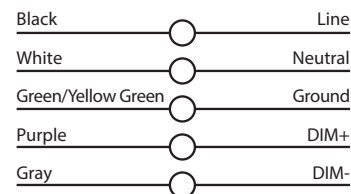
T631LED						
Series	Watt/lumens	Voltage	Color Temperature	Distribution Types	Finish	Options
T-SERIES LED	20 - 20W/2167 lm	UNV-120V-277V	30 - 3000K	T1 - Type I	BZ - Bronze MTO - Made to order MGTO ⁵ - Marine grade made to order	PC1 - Photocell 120V
	30 - 30W/3251 lm	347 ¹ - 347V	35 - 3500K	T2 - Type II		PC2 - Photocell 277V
	40 - 40W/4335 lm	480 ¹ - 480V	40 - 4000K	T3 - Type III		WG - Wire guard
	58 - 58W/6205 lm		50 ² - 5000K	T4 - Type IV		MS - Motion Sensor (Integral)
	84 - 84W/6756 lm			T5 - Type V		SDT - Step down transformer
	119 - 119W/12354 lm					EM - Emergency battery (Integral)
						CEM - Cold pack emergency battery (Integral)
						SP10 - Surge protection 10KV

Wireless Control

LPH - Limelight by Lutron Integral module with PIR sensor and external antennae, - high mounting height
LPM - Limelight by Lutron Integral module with PIR sensor and external antennae - medium mounting height
LPL - Limelight by Lutron Integral module with PIR sensor and external antennae - low mounting height
LRF - Limelight by Lutron Integral module with external antennae, RF Only

Notes:

1. Step down transformer required.
2. Standard color temperature.
3. Standard distribution type.
4. Standard finish.
5. RAL number required.



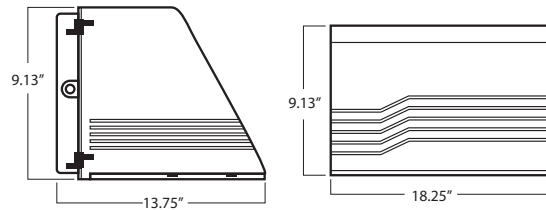
**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

T631LED-58-UNV12-T4-BZ-PC2

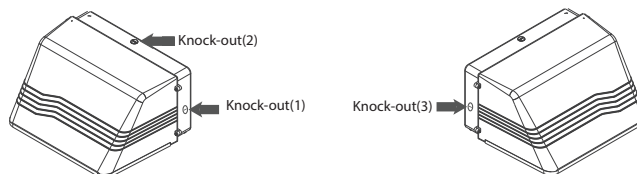
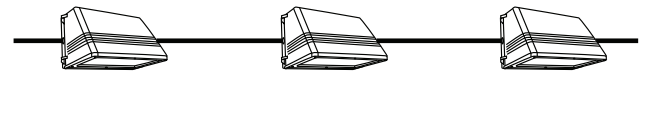
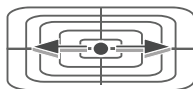
Notes:

Type:**WP1**

PULSE20-77378

Dimensions**B-U-G Rating**

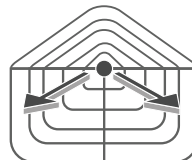
		T2 Optic	T3 Optic	T4 Optic	T5 Optic	
T631LED-20	19.31	2127	2132	2139	2167	Lumen
		110	110	111	112	Efficacy
		B1-U0-G1	B0-U0-G1	B1-U0-G1	B1-U0-G0	Efficacy
T631LED-30	28.97	3191	3198	3208	3251	Lumen
		110	110	111	112	Efficacy
		B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G0	Efficacy
T631LED-40	40.15	4254	4263	4278	4335	Lumen
		106	106	107	108	Efficacy
		B1-U0-G2	B1-U0-G1	B1-U0-G1	B2-U0-G1	Efficacy
T631LED-58	58.12	6089	6103	6125	6205	Lumen
		105	105	105	107	Efficacy
		B2-U0-G2	B1-U0-G2	B1-U0-G2	B3-U0-G1	Efficacy
T631LED-84	83.89	8508	8527	8557	8756	Lumen
		101	102	102	104	Efficacy
		B2-U0-G2	B1-U0-G2	B2-U0-G2	B3-U0-G1	Efficacy
T631LED-119	119.58	11911	11937	11980	12354	Lumen
		100	100	100	103	Efficacy
		B3-U0-G3	B2-U0-G2	B2-U0-G2	B3-U0-G2	Efficacy

EPA= .871ft²**T631LED-Knock-Out Location****Feed through conduit access****DISTRIBUTION TYPE****TYPE I**

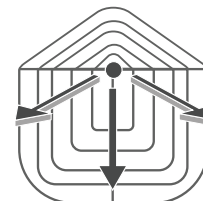
Type I is intended for walkways, roadways or any narrow paths. Typically known for its two-way lateral distribution having a preferred lateral width of 15° at the cone. Type I focuses majority of its light near the center of the pathway for even light disbursement since the light projects laterally at a 15° angle.

**TYPE II**

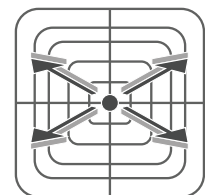
Type II distribution is well suited for expanded walkways, entrance roadway lighting and other applications. Having a lateral width of 18-29° means this type is meant for lighting larger areas.

**TYPE III**

Type III distribution is well suited for roadway lighting, general parking areas and other areas where a larger area of light is required because it gives more coverage further from the point source outward. Type III distribution provides a wide, round pattern and yields an even light disbursement since the light projects outward.

**TYPE IV**

Type IV distribution is best intended for sides of buildings and walls because of its semi-circular light pattern. Type IV has a preferred lateral width of 60° make it ideal for parking area and court yard.

**TYPE V**

Type V distribution is intended for mounting at or near center of roadways, center islands of parkways or an intersection. Type V provides central circular or square design pattern, equally across all angles from a central point. It provides the most even pattern of light since light is pushed in all direction from the center.

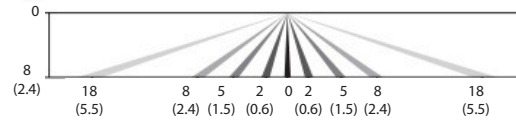
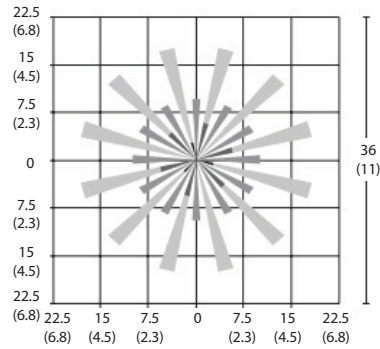
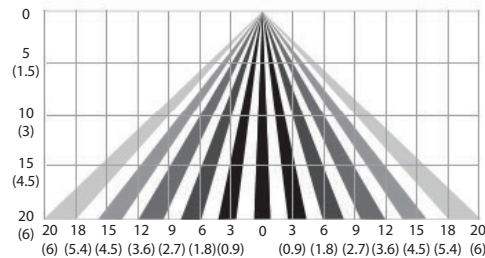
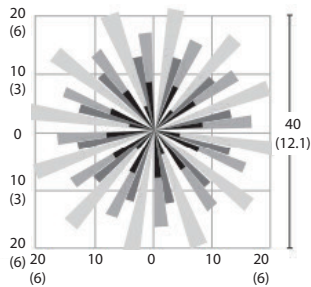
**Job Name:**RNG EXPANSION
Specifier: Wenck (GOLDEN VALLEY)**Catalog Number:**

T631LED-58-UNV12-T4-BZ-PC2

Notes:

Type:**WP1**

PULSE20-77378

PIR Height**LPL - Lutron wireless radio module and sensor (low mounting height 8ft)****LPM - Lutron wireless radio module and sensor (medium mounting height 20ft)**

Technical Memo

To: Allen Hunt, Foristar Methane

From: Lu Zhang, Wenck Associates, Inc.
Brian Kallio, PE (MN), Wenck Associates, Inc.

Date: December 17, 2020

Subject: Fortistar RNG Expansion Stormwater Memo

This memorandum summarizes existing and proposed stormwater conditions for the Fortistar RNG Expansion located in Inver Grove Heights, MN. The site is located within the city of Inver Grove Heights and the Lower Mississippi River Watershed Management Organization (LMWMO) boundaries. The City of Inver Grove Heights provides the following requirements for stormwater management for new developments that include greater than 5,000 square feet of new impervious surfaces:

- The modeled discharge from proposed development must be less than or equal to the existing modeled discharge rate for the Atlas 14, 2-, 10-, and 100-year rainfall events.
- Where achievable, the proposed development must retain the equivalent of 1" of runoff from all of the new and reconstructed impervious surfaces through infiltration,
- The development must include BMPs that reduce Total Suspended Solids (TSS) and Total Phosphorous (TP) by 85% and 55%, respectively.

Site Description

The site is currently vacant and forms overland runoff. The geotechnical report provided by the Northern Technologies, LLC suggested approximately 2 to 9 feet of undocumented fill overlying poorly graded sand on the site. The fill consisted of a wide mix of soil types including sandy lean clay, clayey sand, silty sand, poorly graded sand and poorly graded sand with silt. The fill materials range from Hydrologic Soil Group (HSG) D for the clay-based soils to HSG C for the silt and HSG A for the sand. Based on the soil types and their prevalence as observed in the borings, the runoff models use HSG C soil to determine curve numbers for the hydrologic models. A copy of the geotechnical report is provided in Appendix A and the existing site conditions and drainage are shown in Figure 1.

The proposed development includes the construction of methane processing facility building and associated paved driveway and parking. A paved access road will also be constructed to connect the site and the nearest road access. This project will disturb total of 3.4 acres and result in a net increase of approximately 1.6 acres of new impervious area (including the access road).

The proposed development includes grading much of the site to allow construction and adequate drainage. Stormwater treatment will be provided with an infiltration basin on the west end of the site. Most of the on-site impervious surface runoff will be directed to the infiltration basin for treatment. A small portion of the site and the paved access road will be discharged off-site. Discharges from the impervious surfaces will be pre-treated to remove sediments with a combination of a sump structures with flow attenuating baffle. Proposed site conditions and drainage patterns are shown in Figure 2.

The native soil underlying the undocumented fill in the vicinity of the proposed infiltration basin is poorly graded sand (HSG A) soil with an SP classification. The infiltration rate used in the model is 0.8 in/hr as suggested for HSG A SP soils in the Minnesota Stormwater Manual.

Methodology, Existing Conditions, and Proposed Conditions Analysis

Wenck created a HydroCAD model using survey information, soil boring reports, and NOAA Atlas 14 rainfall data. Atlas 14 is used to obtain the 2-, 10-, and 100-yr 24-hour storm event precipitation. Rainfall totals for the modeled rainfall events are:

	2-yr	10-yr	100-yr
Precipitation Depth (in)	2.79	4.15	7.43

Under the proposed conditions, two culverts will still divert water from the site through the same flow paths as existing conditions, and to the wetland complex to the west. The water quality volume provided by the infiltration basin is adequate to treat 1" runoff from impervious surfaces to comply with the MPCA NPDES permit requirements. A summary of the new impervious surface, retention volume goal, and retention volume provided are provided in Table 1.

Table 1. Water Quality Volume Requirements

Total New Impervious Surface	Water Quality Volume Required	Water Quality Volume Provided
68,915 sf	5,743 cf	5,758 cf

The infiltration basin exceeds the total required water quality volume. About 24,794 square feet (36%) of the new impervious surface is not routed to the infiltration basin and this includes 22,878 sf of the paved access road. The paved access road will flow through a vegetated buffer along the shoulders.

The outlet structure and basin are designed to provide a minimum of two feet of separation between the adjacent structure finished floor elevation (FFE) of 865.00-feet and 100-year high water level (HWL). The 100-year high water level for the basin is 857.8 ft and provides adequate protection for the adjacent structures.

The basin is also designed to provide rate control for site discharges. Table 1 presents the existing and proposed peak discharge rates for the site as a total. The existing and proposed HydroCAD models for the site are included as Appendices B and C.

Table 1. Site Total Existing and Proposed Peak Discharge Rates

Storm Events	Existing Discharge (cfs)	Proposed Discharge (cfs)
--------------	--------------------------	--------------------------

2-yr	5.61	3.57
10-yr	13.53	8.70
100-yr	36.15	31.55

City of Inver Grove Heights requires that implementation of best management practices to reduce TSS and TP by 85% and 55%, respectively. SHSAM and P8 models were set up to determine the efficiency of the proposed infiltration basin.

SHSAM results indicated that for a 15" RCP pipe, the model 44 will be able to provide a removal efficiency of 26.9% of the total suspended solids in the runoff in pretreatment. Additional pretreatment that is not incorporated in the models will occur in the rip rap basin at the storm sewer discharges.

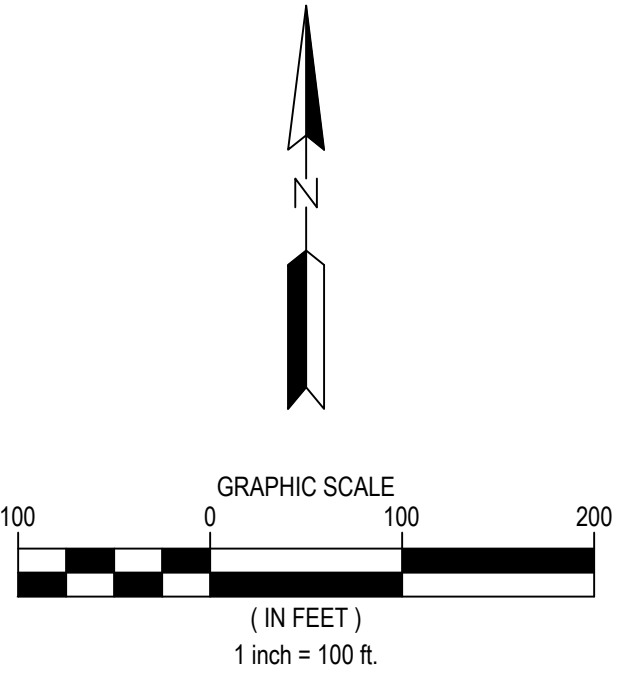
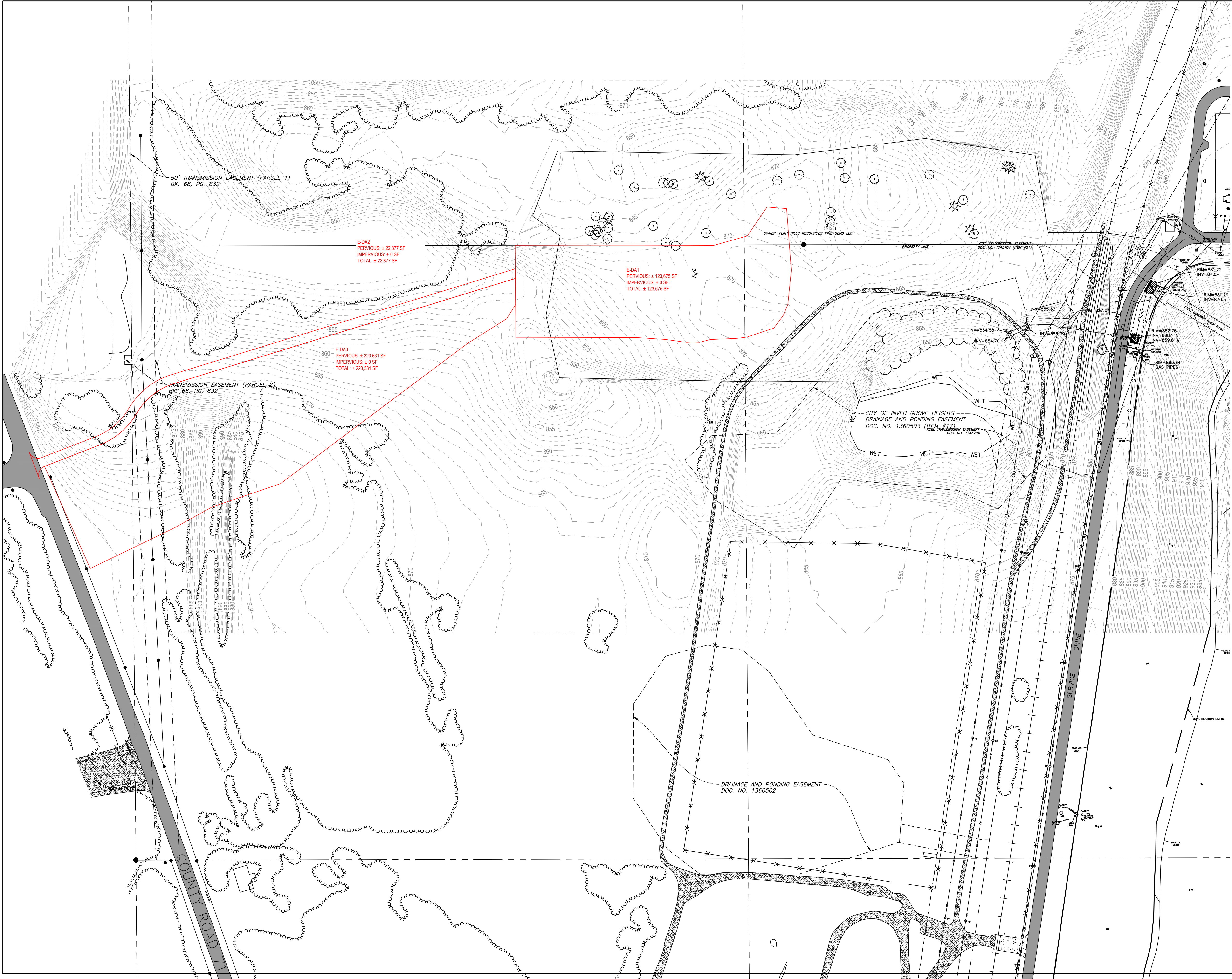
The infiltration basin will be able to remove 91.8% TSS and 72.9% TP discharged into the pond. The access road will have buffer on the sides of the road to help reduce sediment and total phosphorus output from the impervious surfaces. The overall removal is summarized below:

Table 3. P8 Model Water Quality Summary

	TSS	TP
Total Inflow (lbs/yr)	3,241.7	7.8
Removed by Pond (lbs/yr)	1,419.6	3.7
Removed by Sump (lbs/yr)	569	-
Removed to Buffer (lbs/yr)	967.1	1.4
Overall Removal Efficiency	91.2%	65.4%

Conclusion

Wenck evaluated existing and proposed drainage conditions at the site. The infiltration basin and outlet control structure provide rate control for the 2-, 10-, and 100-year events. The basin meets the minimum water quality volume required by the NPDES permit. The proposed construction is designed with industry standards and meets the requirements of the stormwater permit.



LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	EXISTING RAILROAD TRACK
	EXISTING FENCE LINE
	EXISTING STORM SEWER
	EXISTING UNDERGROUND GAS LINE
	EXISTING OVERHEAD UTILITY LINE
	EXISTING EDGE OF PAVEMENT
	EXISTING EDGE OF GRAVEL
	EXISTING TREE LINE
	EXISTING WETLAND BOUNDARY
	EXISTING ASPHALT SURFACE
	EXISTING GRAVEL SURFACE
	EXISTING CONCRETE SURFACE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING SANITARY MANHOLE
	EXISTING STORM SEWER INLET
	EXISTING FLARED END SECTION

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-262-6800
FAX: 952-831-1268
WWW.WENCK.COM

CLIENT:

www.scsengineers.com

SCS ENGINEERS

PROJECT TITLE:

FORTISTAR RNG EXPANSION

INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA 55077

DATE:	DESCRIPTION:	ISSUE NO.:
12/1/2020	CITY SUBMITTAL	1

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

DWN BY:	CHKD BY:	APPD BY:
MDH	PWS	JTW

ISSUE DATE: 12/21/2020

ISSUE NO.: 1

SHEET TITLE:

EXISTING DRAINAGE MAP

SHEET NO.:

FIG 1

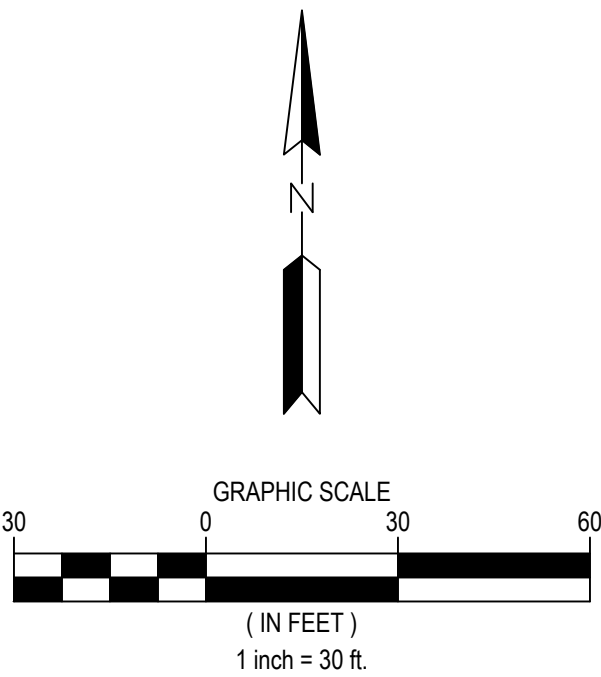
CLIENT:

SCS
ENGINEERS
www.scsengineers.com

CS ENGINEERS

FORTSTAR RING EXPANSION

INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA 55077



LEGEND

- | | |
|--|------------------------|
| | PROPERTY BOUNDARY |
| | LOT LINE |
| | EASEMENT LINE |
| | SETBACK LINE |
| | RIGHT OF WAY LINE |
| | SECTION LINE |
| | QUARTER LINE |
| | EXISTING EASEMENT LINE |
| | EXISTING PROPERTY LINE |
| | EXISTING MINOR CONTOUR |
| | EXISTING MAJOR CONTOUR |
| | PROPOSED MINOR CONTOUR |
| | PROPOSED MAJOR CONTOUR |
| | STORM SEWER |
| | SANITARY SEWER |
| | SANITARY FORCEMAIN |
| | WATERMAIN |
| | STORM MANHOLE |
| | STORM CATCH BASIN |
| | FLARED END SECTION |
| | SANITARY MANHOLE |
| | GATE VALVE |

NOTES

1. SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED

STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002
TOLL FREE 1-800-252-1166

[illegible]

CERTIFICATION:

NOT FOR CONSTRUCTION

PROJECT NO.: 7251-20-500

OWN BY: MDH	CHK'D BY: PWS	APP'D BY: JTW
----------------	------------------	------------------

SUE DATE: 12/21/2020

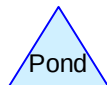
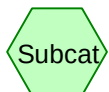
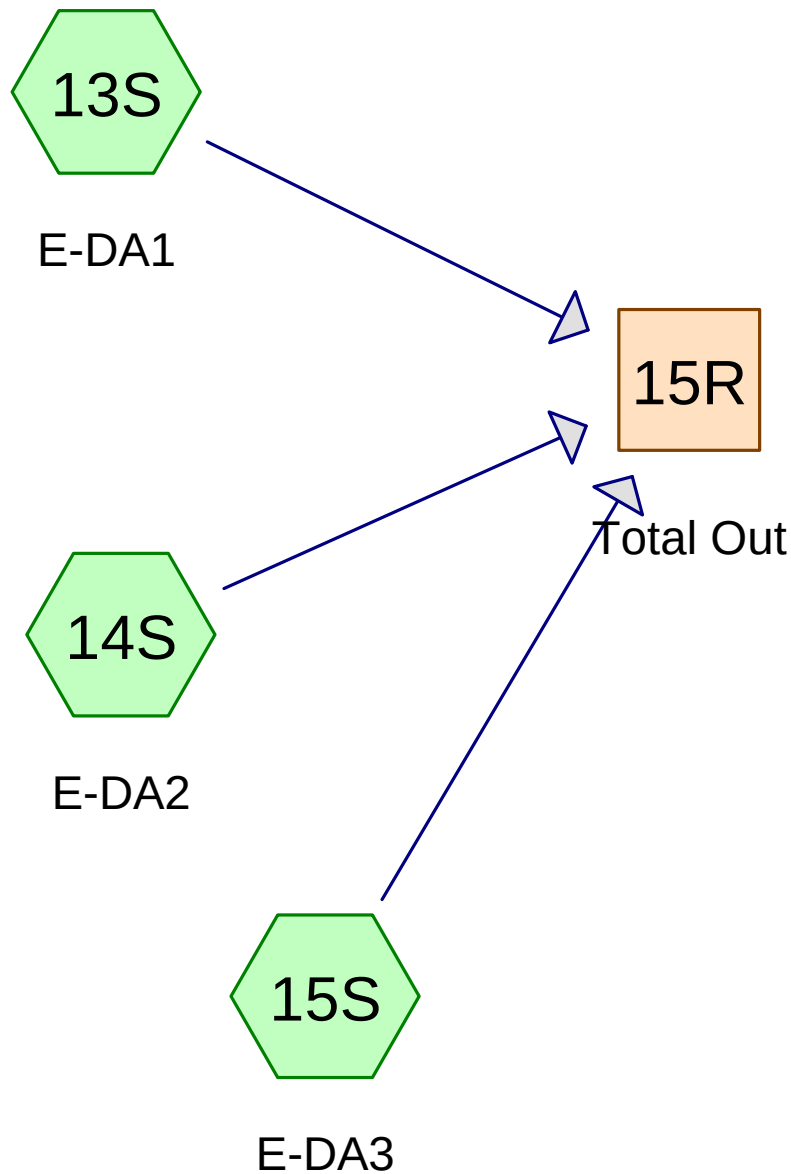
SUE NO.: 1

SHEET TITLE:
PROPOSED
RAINAGE MAP

SHEET NO.:

FIG 2

Existing



Routing Diagram for Fortistar Stormwater
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Fortistar Stormwater

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Page 2

Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
8.427	74	>75% Grass cover, Good, HSG C (13S, 14S, 15S)
8.427	74	TOTAL AREA

Fortistar Stormwater

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Page 3

Soil Listing (selected nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
8.427	HSG C	13S, 14S, 15S
0.000	HSG D	
0.000	Other	
8.427		TOTAL AREA

Fortistar Stormwater

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Page 4

Ground Covers (selected nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	8.427	0.000	0.000	8.427	>75% Grass cover, Good	13S, 14S, 15S
0.000	0.000	8.427	0.000	0.000	8.427	TOTAL AREA	

Fortistar Stormwater

MSE 24-hr 3 100-yr Rainfall=7.43"

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Page 5

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv.

Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 13S: E-DA1

Runoff Area=123,675 sf 0.00% Impervious Runoff Depth=4.42"

Tc=6.0 min CN=74/0 Runoff=22.20 cfs 1.046 af

Subcatchment 14S: E-DA2

Runoff Area=22,877 sf 0.00% Impervious Runoff Depth=4.42"

Tc=6.0 min CN=74/0 Runoff=4.11 cfs 0.193 af

Subcatchment 15S: E-DA3

Runoff Area=220,531 sf 0.00% Impervious Runoff Depth=4.42"

Flow Length=300' Slope=0.0460 '/' Tc=26.4 min CN=74/0 Runoff=21.47 cfs 1.864 af

Reach 15R: Total Out

Inflow=36.15 cfs 3.103 af

Outflow=36.15 cfs 3.103 af

Total Runoff Area = 8.427 ac Runoff Volume = 3.103 af Average Runoff Depth = 4.42"**100.00% Pervious = 8.427 ac 0.00% Impervious = 0.000 ac**

Summary for Subcatchment 13S: E-DA1

Runoff = 22.20 cfs @ 12.13 hrs, Volume= 1.046 af, Depth= 4.42"

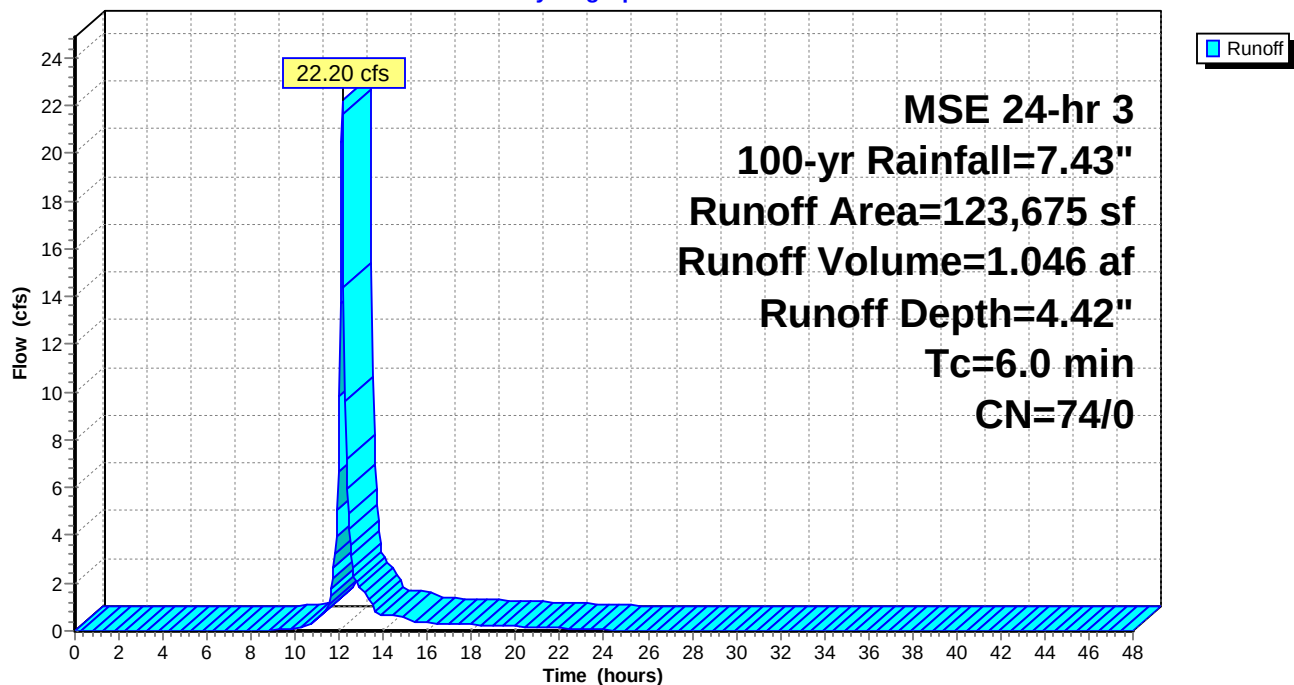
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
123,675	74	>75% Grass cover, Good, HSG C
123,675	74	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 13S: E-DA1

Hydrograph



Summary for Subcatchment 14S: E-DA2

Runoff = 4.11 cfs @ 12.13 hrs, Volume= 0.193 af, Depth= 4.42"

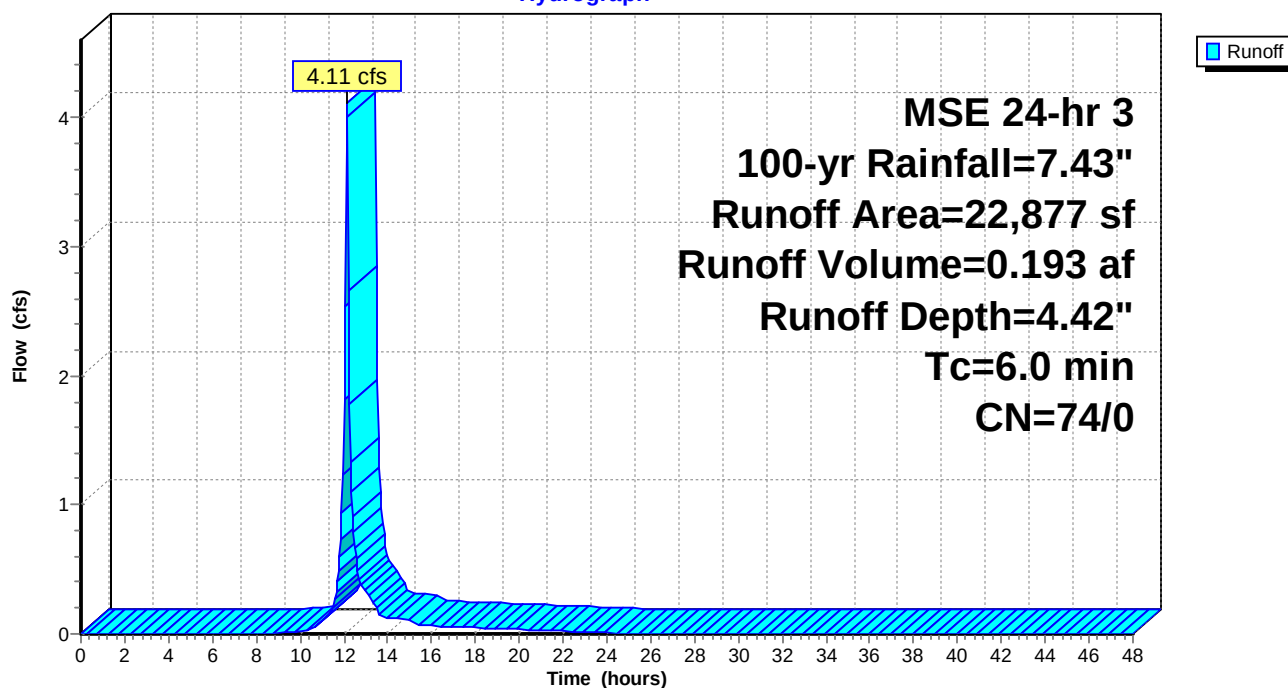
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
22,877	74	>75% Grass cover, Good, HSG C
22,877	74	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 14S: E-DA2

Hydrograph



Summary for Subcatchment 15S: E-DA3

Runoff = 21.47 cfs @ 12.38 hrs, Volume= 1.864 af, Depth= 4.42"

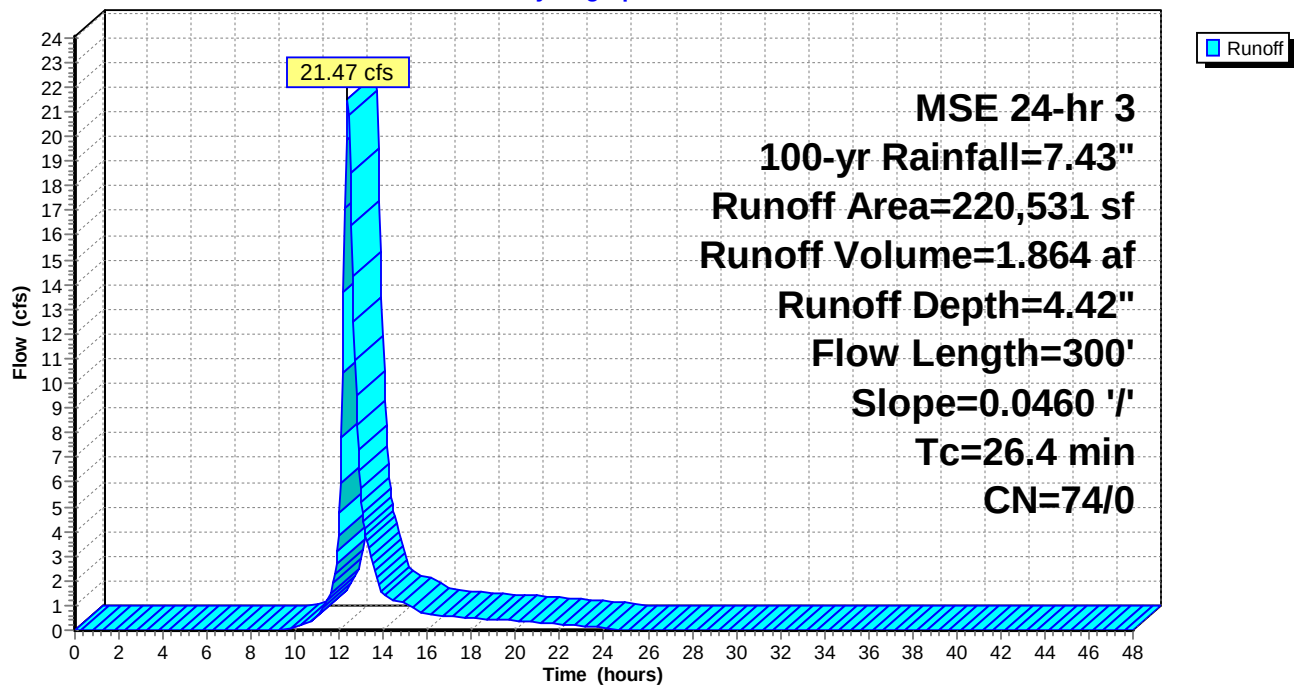
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
220,531	74	>75% Grass cover, Good, HSG C
220,531	74	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.4	300	0.0460	0.19		Sheet Flow, Grass: Dense n= 0.240 P2= 2.79"

Subcatchment 15S: E-DA3

Hydrograph

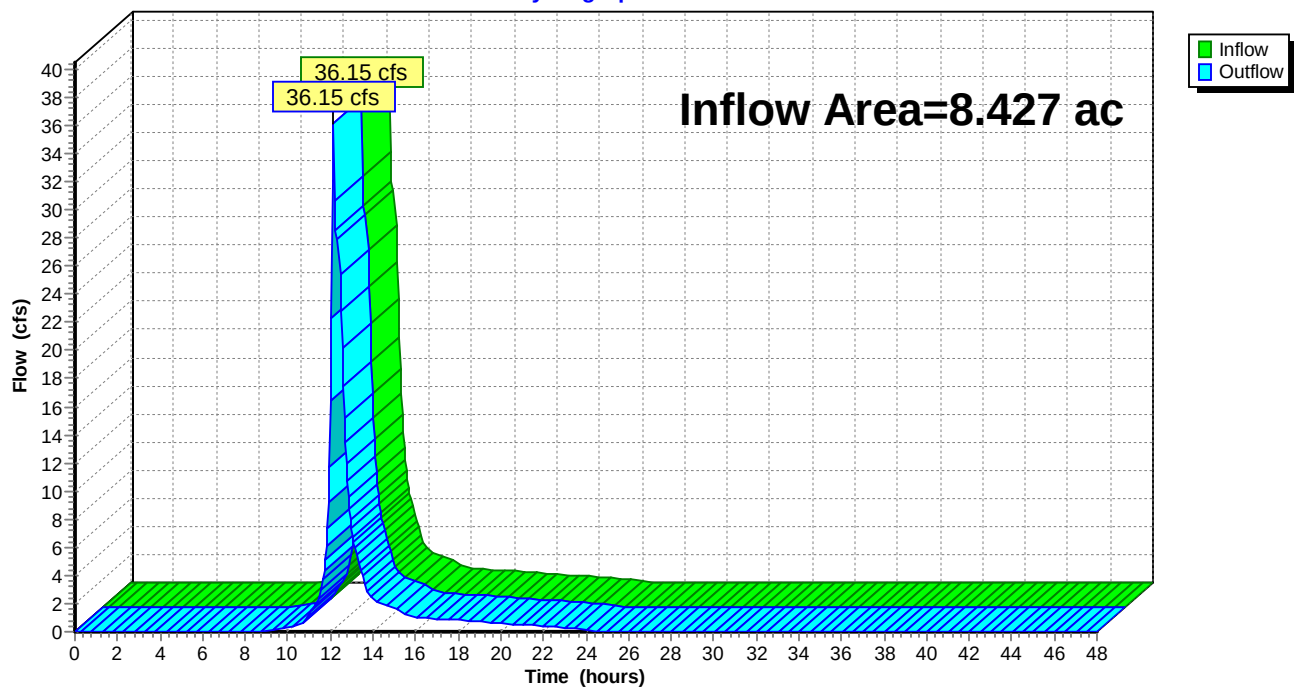


Summary for Reach 15R: Total Out

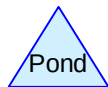
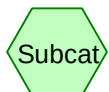
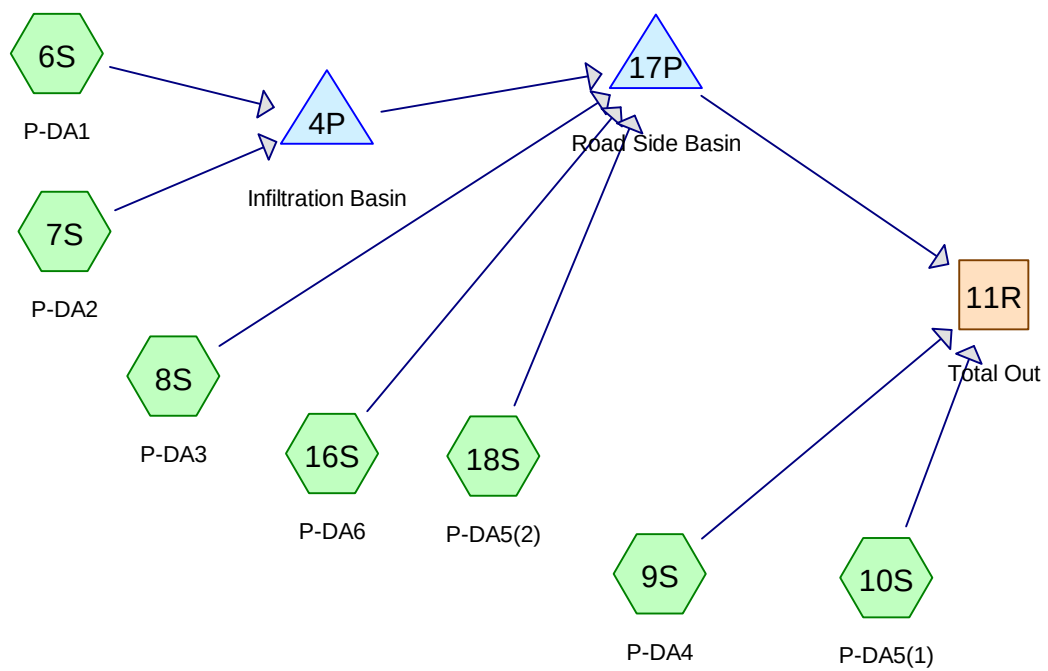
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 8.427 ac, 0.00% Impervious, Inflow Depth = 4.42" for 100-yr event
Inflow = 36.15 cfs @ 12.15 hrs, Volume= 3.103 af
Outflow = 36.15 cfs @ 12.15 hrs, Volume= 3.103 af, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 15R: Total Out**Hydrograph**

Proposed



Routing Diagram for Fortistar Stormwater

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Fortistar Stormwater

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Page 2

Area Listing (selected nodes)

Area (acres)	CN	Description (subcatchment-numbers)
6.845	74	>75% Grass cover, Good, HSG C (7S, 8S, 9S, 16S)
0.525	98	Half of the road (10S, 18S)
0.793	98	Paved parking, HSG A (7S, 8S)
0.264	98	Unconnected roofs, HSG A (6S)
8.427	79	TOTAL AREA

Fortistar Stormwater

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Page 3

Soil Listing (selected nodes)

Area (acres)	Soil Group	Subcatchment Numbers
1.057	HSG A	6S, 7S, 8S
0.000	HSG B	
6.845	HSG C	7S, 8S, 9S, 16S
0.000	HSG D	
0.525	Other	10S, 18S
8.427		TOTAL AREA

Fortistar Stormwater

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Page 4

Ground Covers (selected nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	6.845	0.000	0.000	6.845	>75% Grass cover, Good	7S, 8S, 9S, 16S
0.000	0.000	0.000	0.000	0.525	0.525	Half of the road	10S, 18S
0.793	0.000	0.000	0.000	0.000	0.793	Paved parking	7S, 8S
0.264	0.000	0.000	0.000	0.000	0.264	Unconnected roofs	6S
1.057	0.000	6.845	0.000	0.525	8.427	TOTAL AREA	

Fortistar Stormwater

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Page 5

Pipe Listing (selected nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	4P	850.50	850.00	42.0	0.0119	0.013	18.0	0.0	0.0
2	17P	850.00	849.50	74.0	0.0068	0.013	18.0	0.0	0.0

Fortistar Stormwater

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MSE 24-hr 3 100-yr Rainfall=7.43"

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Page 6

Time span=0.00-48.00 hrs, dt=0.05 hrs, 961 points

Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv.

Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 6S: P-DA1	Runoff Area=11,484 sf 100.00% Impervious Runoff Depth=7.19" Tc=6.0 min CN=0/98 Runoff=2.82 cfs 0.158 af
Subcatchment 7S: P-DA2	Runoff Area=94,515 sf 34.53% Impervious Runoff Depth=5.38" Tc=6.0 min CN=74/98 Runoff=19.11 cfs 0.972 af
Subcatchment 8S: P-DA3	Runoff Area=7,469 sf 25.65% Impervious Runoff Depth=5.13" Tc=6.0 min CN=74/98 Runoff=1.47 cfs 0.073 af
Subcatchment 9S: P-DA4	Runoff Area=10,206 sf 0.00% Impervious Runoff Depth=4.42" Tc=6.0 min CN=74/0 Runoff=1.83 cfs 0.086 af
Subcatchment 10S: P-DA5(1)	Runoff Area=11,439 sf 100.00% Impervious Runoff Depth=7.19" Tc=6.0 min CN=0/98 Runoff=2.81 cfs 0.157 af
Subcatchment 16S: P-DA6	Runoff Area=220,531 sf 0.00% Impervious Runoff Depth=4.42" Flow Length=1,125' Tc=31.8 min CN=74/0 Runoff=19.32 cfs 1.864 af
Subcatchment 18S: P-DA5(2)	Runoff Area=11,439 sf 100.00% Impervious Runoff Depth=7.19" Tc=6.0 min CN=0/98 Runoff=2.81 cfs 0.157 af
Reach 11R: Total Out	Inflow=31.55 cfs 3.129 af Outflow=31.55 cfs 3.129 af
Pond 4P: Infiltration Basin	Peak Elev=857.63' Storage=18,654 cf Inflow=21.93 cfs 1.130 af Discarded=0.17 cfs 0.340 af Primary=12.35 cfs 0.790 af Outflow=12.52 cfs 1.130 af
Pond 17P: Road Side Basin	Peak Elev=853.11' Storage=5,679 cf Inflow=28.12 cfs 2.885 af Outflow=29.67 cfs 2.885 af

Total Runoff Area = 8.427 ac Runoff Volume = 3.469 af Average Runoff Depth = 4.94"
81.23% Pervious = 6.845 ac 18.77% Impervious = 1.582 ac

Summary for Subcatchment 6S: P-DA1

Runoff = 2.82 cfs @ 12.13 hrs, Volume= 0.158 af, Depth= 7.19"

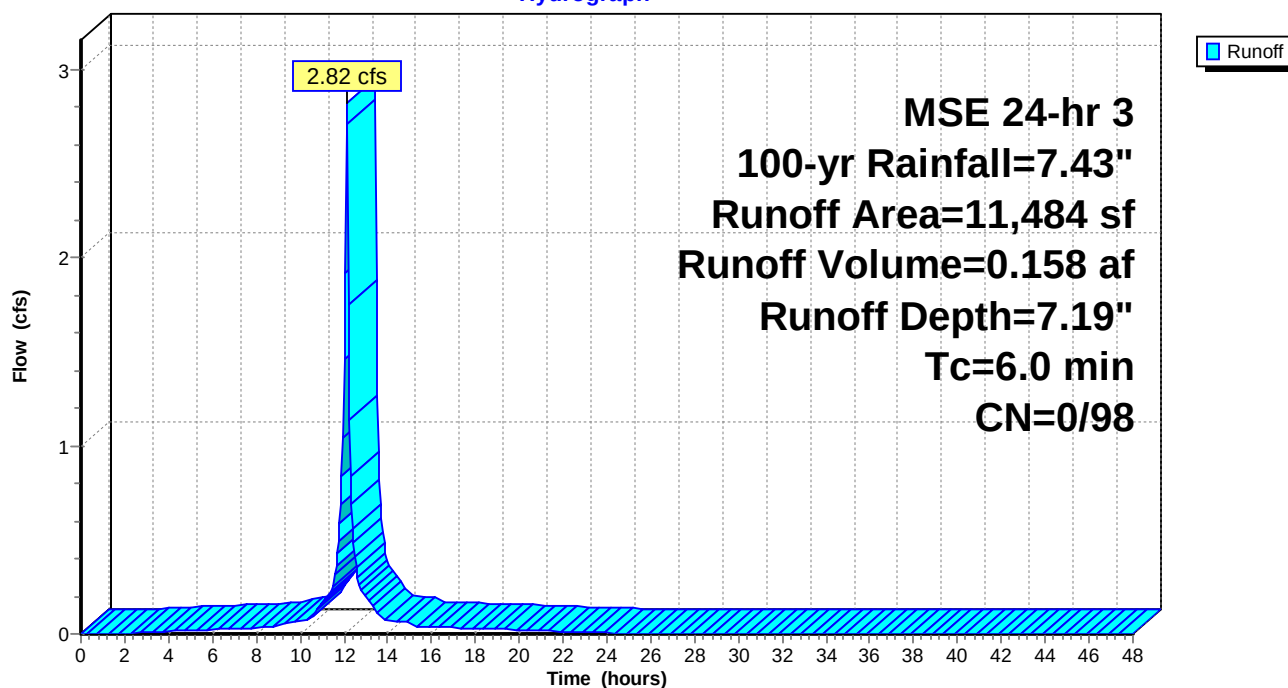
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
11,484	98	Unconnected roofs, HSG A
11,484	98	100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 6S: P-DA1

Hydrograph



Summary for Subcatchment 7S: P-DA2

Runoff = 19.11 cfs @ 12.13 hrs, Volume= 0.972 af, Depth= 5.38"

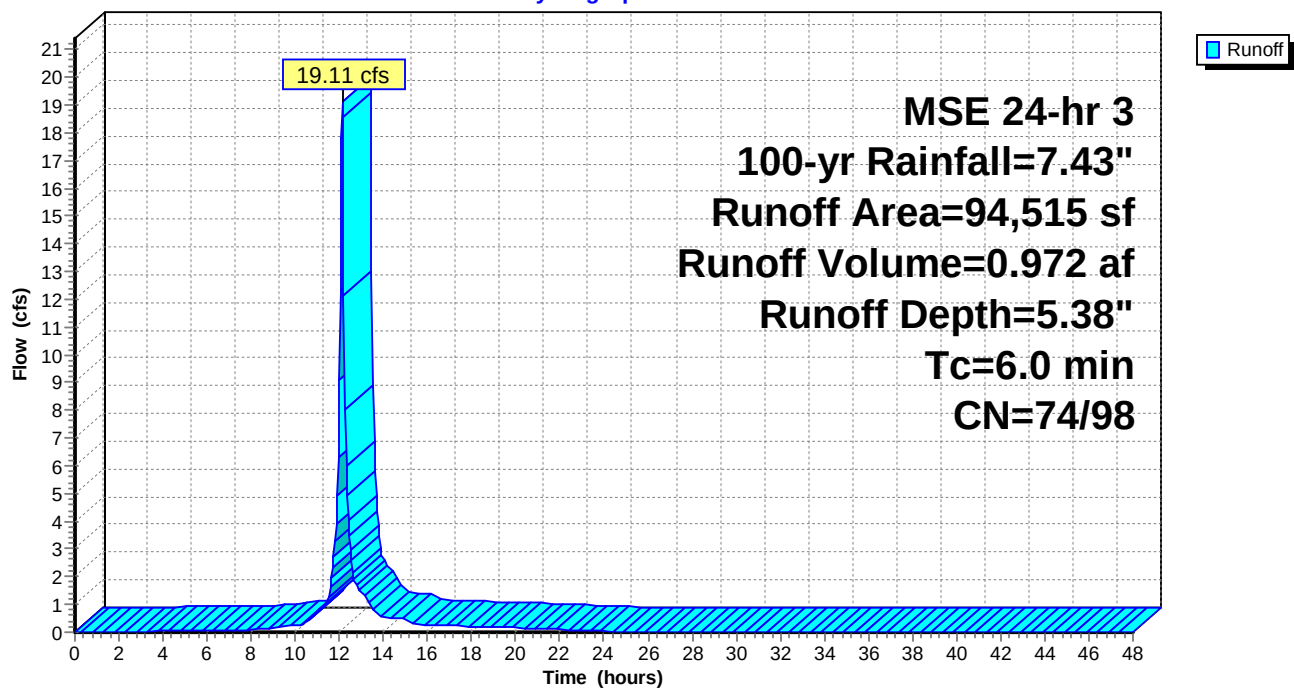
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
61,877	74	>75% Grass cover, Good, HSG C
32,638	98	Paved parking, HSG A
94,515	82	Weighted Average
61,877	74	65.47% Pervious Area
32,638	98	34.53% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 7S: P-DA2

Hydrograph



Summary for Subcatchment 8S: P-DA3

Runoff = 1.47 cfs @ 12.13 hrs, Volume= 0.073 af, Depth= 5.13"

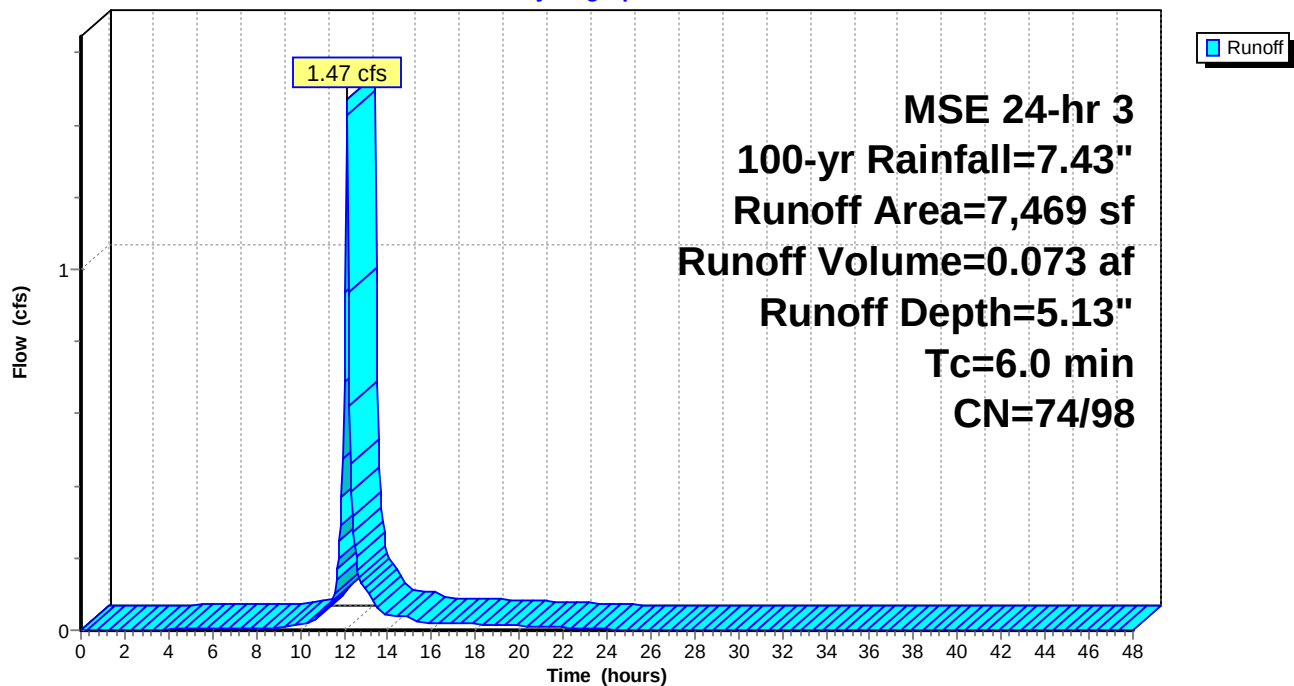
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
5,553	74	>75% Grass cover, Good, HSG C
1,916	98	Paved parking, HSG A
7,469	80	Weighted Average
5,553	74	74.35% Pervious Area
1,916	98	25.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 8S: P-DA3

Hydrograph



Summary for Subcatchment 9S: P-DA4

Runoff = 1.83 cfs @ 12.13 hrs, Volume= 0.086 af, Depth= 4.42"

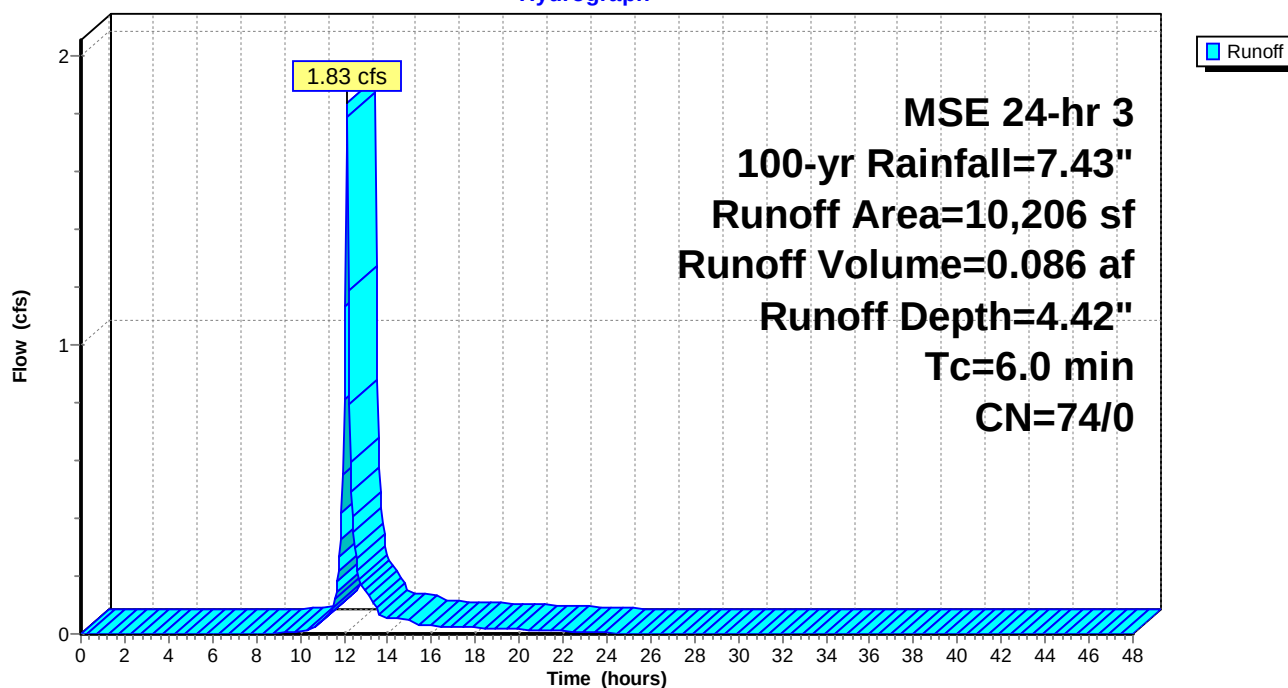
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
10,206	74	>75% Grass cover, Good, HSG C
10,206	74	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 9S: P-DA4

Hydrograph



Summary for Subcatchment 10S: P-DA5(1)

Runoff = 2.81 cfs @ 12.13 hrs, Volume= 0.157 af, Depth= 7.19"

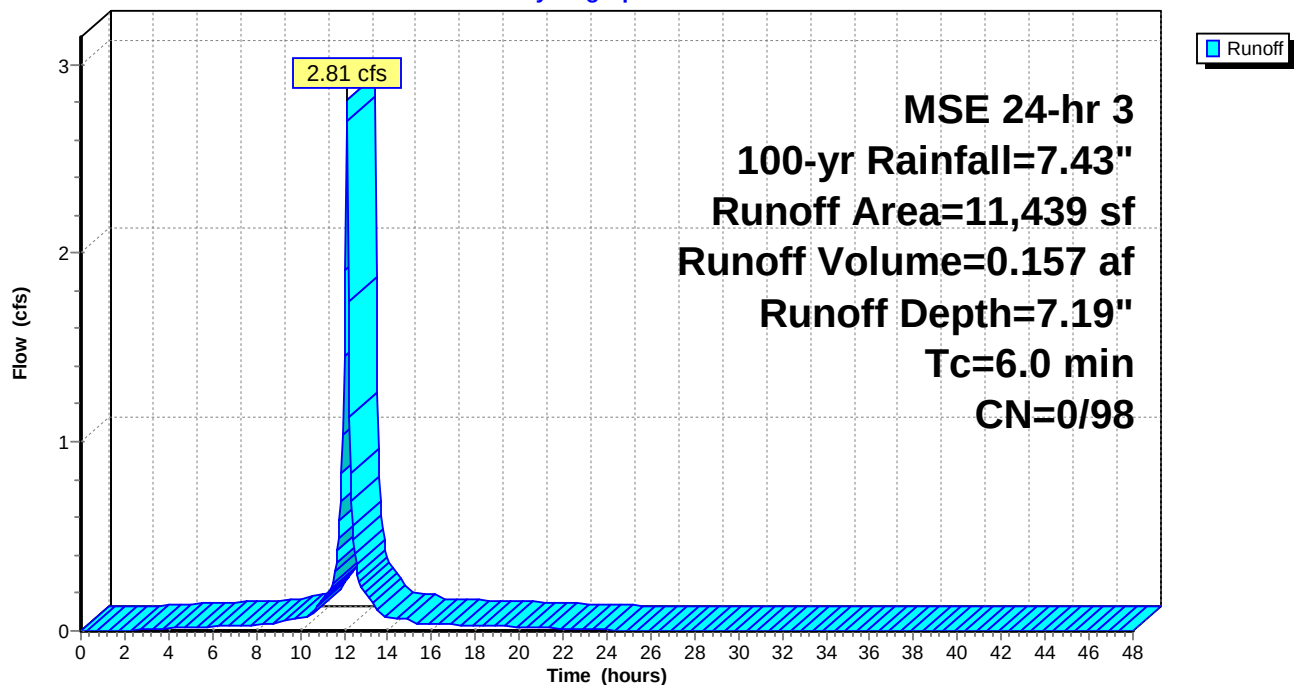
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

	Area (sf)	CN	Description
*	11,439	98	Half of the road
	11,439	98	100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 10S: P-DA5(1)

Hydrograph



Summary for Subcatchment 16S: P-DA6

Runoff = 19.32 cfs @ 12.45 hrs, Volume= 1.864 af, Depth= 4.42"

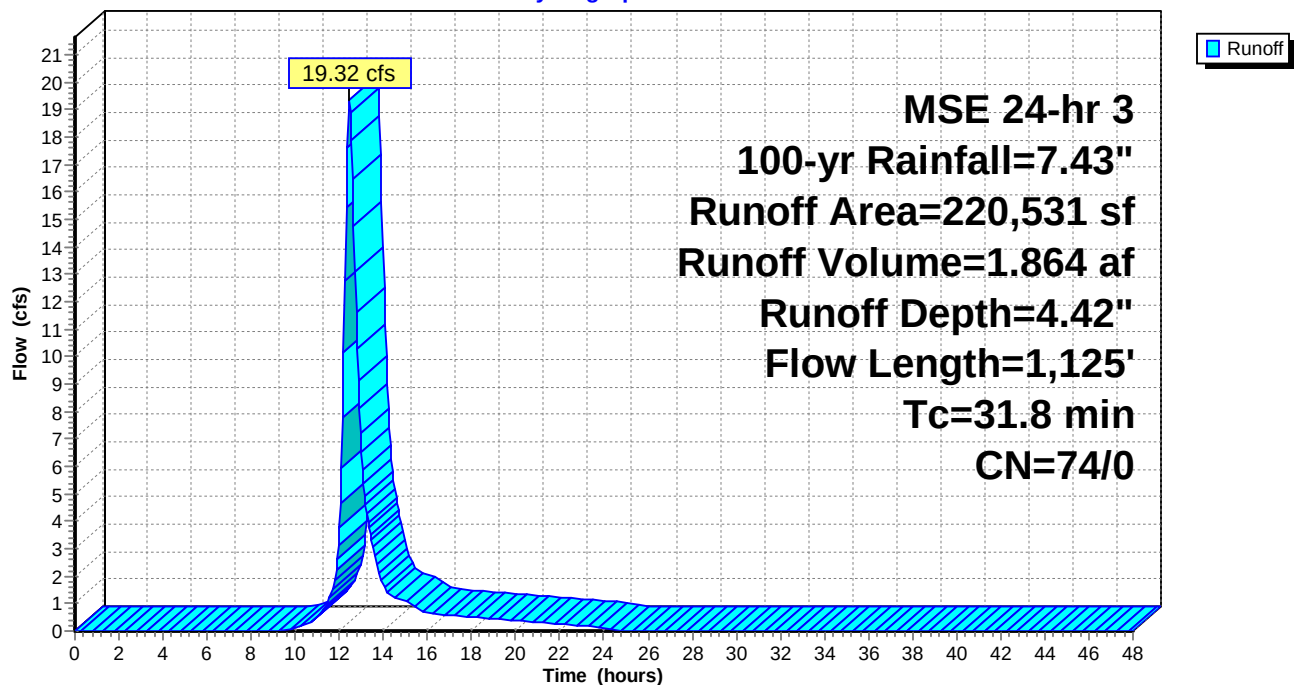
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

Area (sf)	CN	Description
220,531	74	>75% Grass cover, Good, HSG C
220,531	74	100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
26.4	300	0.0460	0.19		Sheet Flow, Grass: Dense n= 0.240 P2= 2.79"
5.4	825	0.0290	2.55		Shallow Concentrated Flow, Grassed Waterway Kv= 15.0 fps
31.8	1,125	Total			

Subcatchment 16S: P-DA6

Hydrograph



Summary for Subcatchment 18S: P-DA5(2)

Runoff = 2.81 cfs @ 12.13 hrs, Volume= 0.157 af, Depth= 7.19"

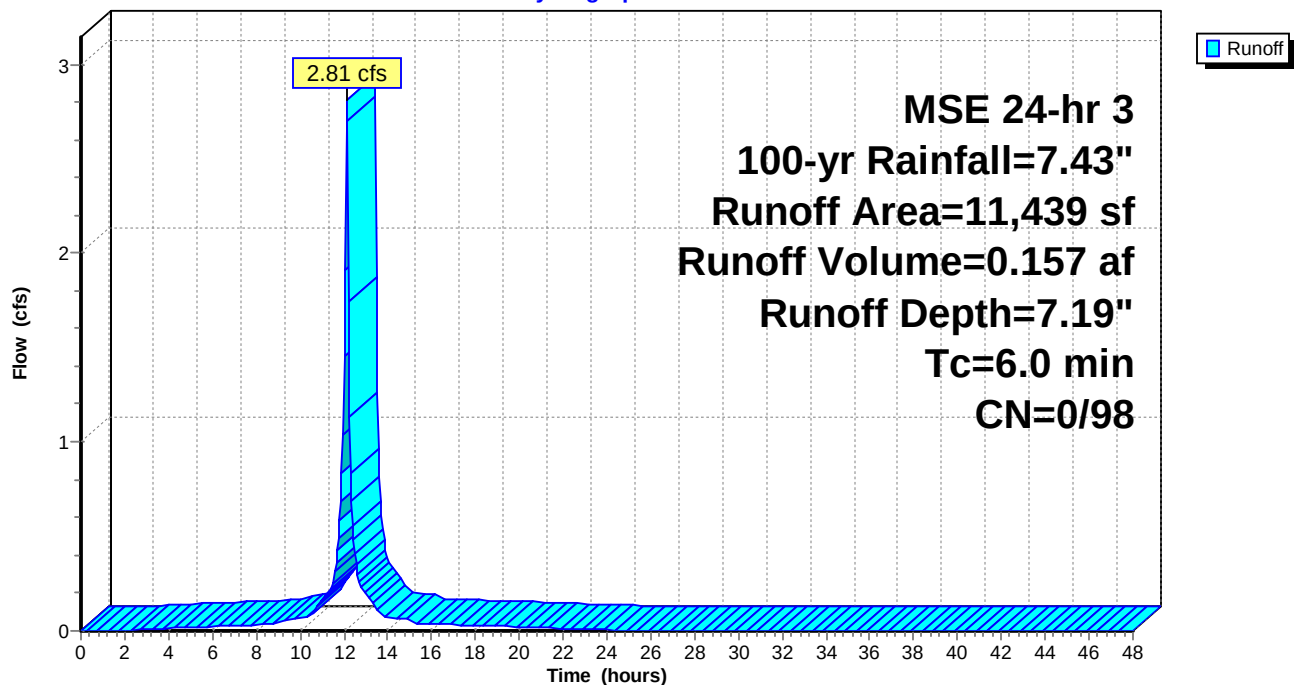
Runoff by SCS TR-20 method, UH=SCS, Split Pervious/Imperv., Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100-yr Rainfall=7.43"

	Area (sf)	CN	Description
*	11,439	98	Half of the road
	11,439	98	100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 18S: P-DA5(2)

Hydrograph

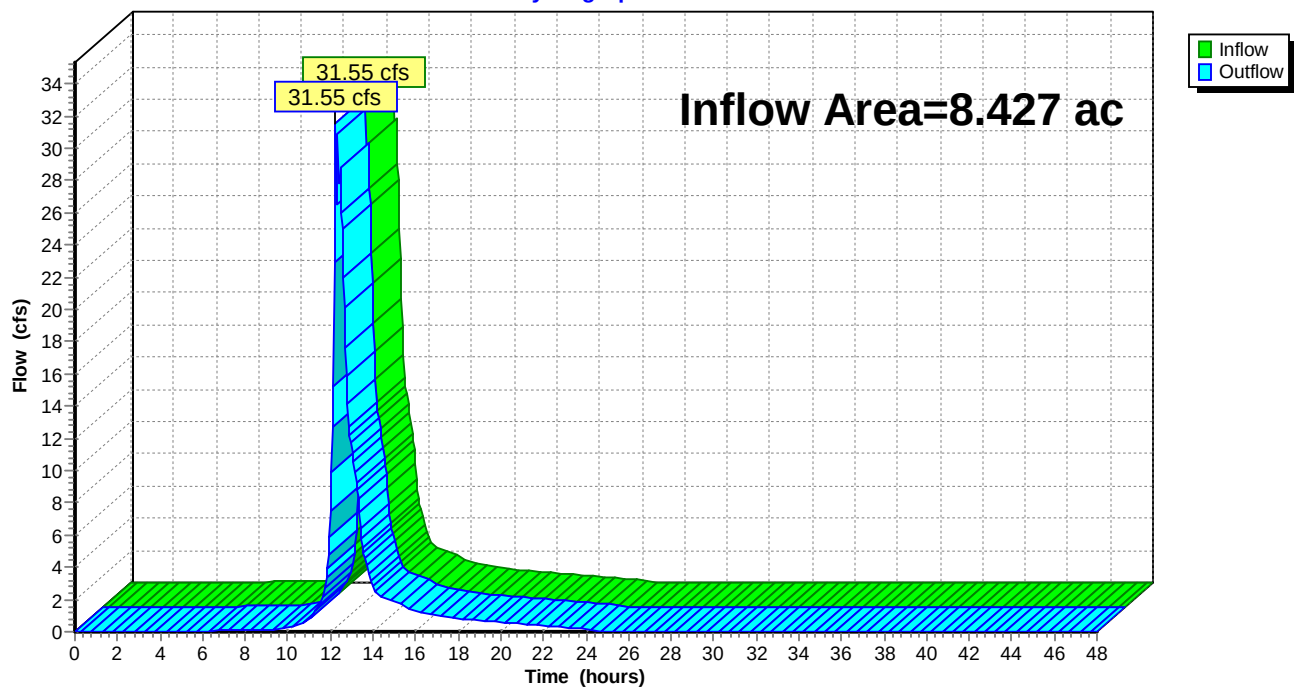


Summary for Reach 11R: Total Out

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 8.427 ac, 18.77% Impervious, Inflow Depth = 4.46" for 100-yr event
Inflow = 31.55 cfs @ 12.25 hrs, Volume= 3.129 af
Outflow = 31.55 cfs @ 12.25 hrs, Volume= 3.129 af, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs

Reach 11R: Total Out**Hydrograph**

Summary for Pond 4P: Infiltration Basin

Inflow Area = 2.433 ac, 41.62% Impervious, Inflow Depth = 5.57" for 100-yr event
 Inflow = 21.93 cfs @ 12.13 hrs, Volume= 1.130 af
 Outflow = 12.52 cfs @ 12.22 hrs, Volume= 1.130 af, Atten= 43%, Lag= 5.4 min
 Discarded = 0.17 cfs @ 12.22 hrs, Volume= 0.340 af
 Primary = 12.35 cfs @ 12.22 hrs, Volume= 0.790 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Peak Elev= 857.63' @ 12.22 hrs Surf.Area= 9,291 sf Storage= 18,654 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det. time= 193.7 min (960.7 - 767.0)

Volume	Invert	Avail.Storage	Storage Description
#1	855.00'	33,029 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
855.00	4,981	0	0
856.00	6,535	5,758	5,758
857.00	8,185	7,360	13,118
858.00	9,931	9,058	22,176
859.00	11,774	10,853	33,029

Device	Routing	Invert	Outlet Devices
#1	Device 4	856.00'	6.0" Vert. Orifice/Grate C= 0.600
#2	Primary	858.70'	56.0' long x 3.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 Coef. (English) 2.44 2.58 2.68 2.67 2.65 2.64 2.64 2.68 2.68 2.72 2.81 2.92 2.97 3.07 3.32
#3	Discarded	855.00'	0.800 in/hr Exfiltration over Surface area
#4	Primary	850.50'	18.0" Round Culvert L= 42.0' Ke= 0.500 Inlet / Outlet Invert= 850.50' / 850.00' S= 0.0119 '/' Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.77 sf
#5	Device 4	856.70'	4.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

Discarded OutFlow Max=0.17 cfs @ 12.22 hrs HW=857.62' (Free Discharge)

↑ **3=Exfiltration** (Exfiltration Controls 0.17 cfs)

Primary OutFlow Max=12.07 cfs @ 12.22 hrs HW=857.62' TW=853.08' (Dynamic Tailwater)

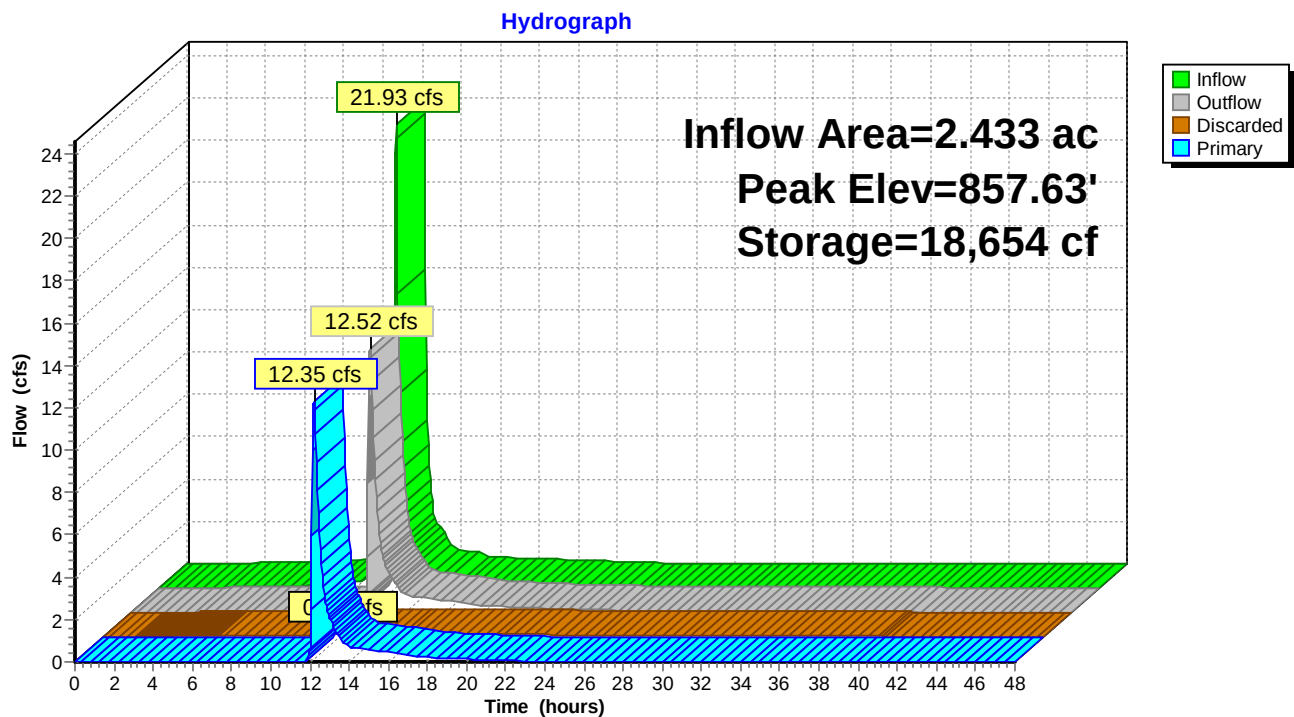
↑ **2=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

↑ **4=Culvert** (Passes 12.07 cfs of 18.12 cfs potential flow)

↑ **1=Orifice/Grate** (Orifice Controls 1.11 cfs @ 5.63 fps)

↑ **5=Sharp-Crested Rectangular Weir** (Weir Controls 10.96 cfs @ 3.13 fps)

Pond 4P: Infiltration Basin



Summary for Pond 17P: Road Side Basin

[90] Warning: Qout>Qin may require smaller dt or Finer Routing

Inflow Area = 7.930 ac, 16.64% Impervious, Inflow Depth = 4.37" for 100-yr event
 Inflow = 28.12 cfs @ 12.37 hrs, Volume= 2.885 af
 Outflow = 29.67 cfs @ 12.35 hrs, Volume= 2.885 af, Atten= 0%, Lag= 0.0 min
 Primary = 29.67 cfs @ 12.35 hrs, Volume= 2.885 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.05 hrs
 Peak Elev= 853.11' @ 12.35 hrs Surf.Area= 3,567 sf Storage= 5,679 cf

Plug-Flow detention time= 4.5 min calculated for 2.882 af (100% of inflow)
 Center-of-Mass det. time= 4.6 min (819.4 - 814.8)

Volume	Invert	Avail.Storage	Storage Description
#1	850.00'	9,246 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
850.00	408	0	0
851.00	971	690	690
852.00	2,387	1,679	2,369
853.00	3,456	2,922	5,290
854.00	4,456	3,956	9,246

Device	Routing	Invert	Outlet Devices
#1	Primary	850.00'	18.0" Round RCP_Round 18" L= 74.0' Ke= 0.500 Inlet / Outlet Invert= 850.00' / 849.50' S= 0.0068 '/' Cc= 0.900 n= 0.013 Concrete pipe, straight & clean, Flow Area= 1.77 sf
#2	Primary	853.00'	200.0' long x 6.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.37 2.51 2.70 2.68 2.68 2.67 2.65 2.65 2.65 2.65 2.66 2.66 2.67 2.69 2.72 2.76 2.83

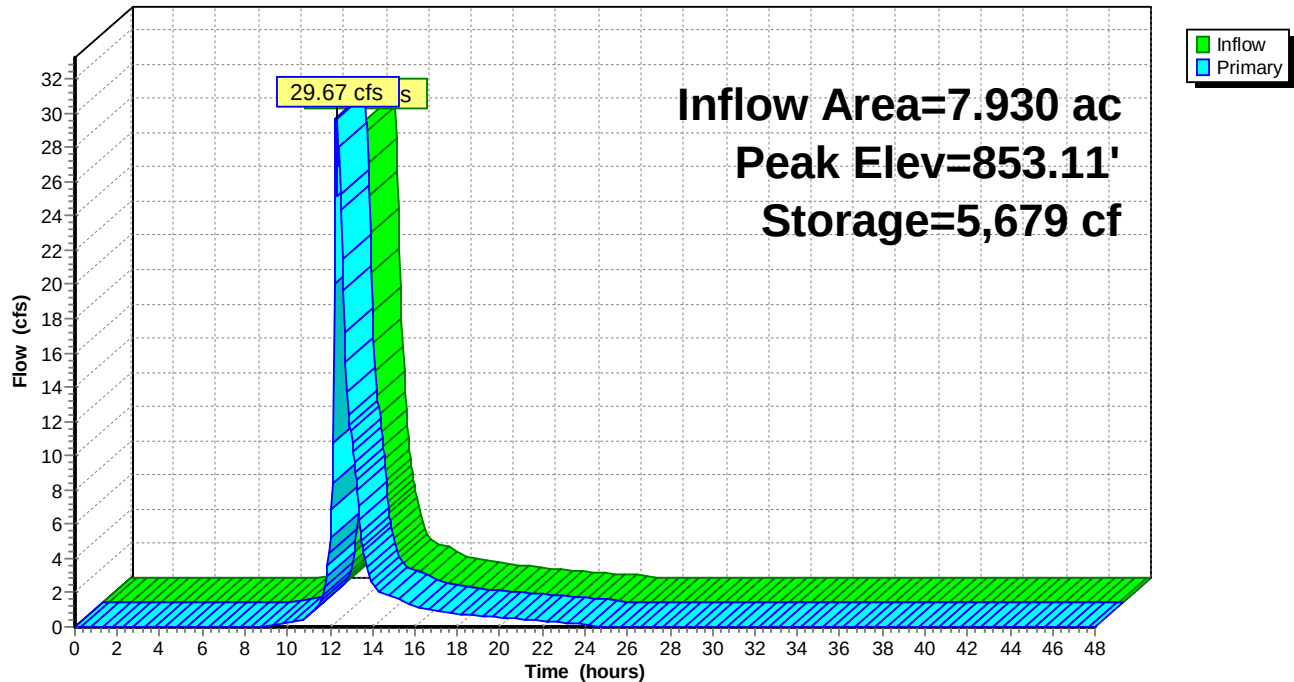
Primary OutFlow Max=29.67 cfs @ 12.35 hrs HW=853.11' TW=0.00' (Dynamic Tailwater)

1=RCP_Round 18" (Barrel Controls 12.20 cfs @ 6.90 fps)

2=Broad-Crested Rectangular Weir (Weir Controls 17.47 cfs @ 0.79 fps)

Pond 17P: Road Side Basin

Hydrograph



Name	Model	Year	Output "Re	Annual Loa	Load Remo	Deposit (in)	Number of Cleanings
SAFLBaffle	42	2006	12	1034.8	121	1.12	0
SAFLBaffle	44	2006	27	1034.8	281.8	2.61	0
SAFLBaffle	55	2006	52	1034.8	536.9	3.19	0
SAFLBaffle	63	2006	59	1034.8	614.5	2.53	0
SAFLBaffle	66	2006	72	1034.8	745	3.07	0
SAFLBaffle	86	2006	81	1034.8	836.2	1.94	0
SAFLBaffle	106	2006	86	1034.8	886.6	1.32	0
SAFLBaffle	42	2007	14	1137.2	155.2	1.44	0
SAFLBaffle	44	2007	27	1137.2	303.4	2.81	0
SAFLBaffle	55	2007	47	1137.2	535.1	3.18	0
SAFLBaffle	63	2007	54	1137.2	615.5	2.54	0
SAFLBaffle	66	2007	68	1137.2	767.8	3.16	0
SAFLBaffle	86	2007	80	1137.2	905.9	2.1	0
SAFLBaffle	106	2007	88	1137.2	995.3	1.48	0
Name	Model	Total Load	Total Load	Removal Ef	Model Heig	Model Dian	Pipe Diameter (inches)
SAFLBaffle	42	2172	276	12.7	2	4	15
SAFLBaffle	44	2172	585	26.9	4	4	15
SAFLBaffle	55	2172	1072	49.4	5	5	18
SAFLBaffle	63	2172	1230	56.6	3	6	24
SAFLBaffle	66	2172	1513	69.7	6	6	24
SAFLBaffle	86	2172	1742	80.2	6	8	30
SAFLBaffle	106	2172	1882	86.6	6	10	36

"P8 Urban Catchment Model, Version 3.5

Run Date 12/17/20
Case Fortistar RNG Expansion PROPOSED FirstDate 01/01/06
Precip(in) 302.8
Title FORTISTAR RNG PROPOSED CONDITIONS LastDate 01/01/16
Rain(in) 268.87
PrecFile MSP Precip File 10-19-17.pcp Events 517
Snow(in) 33.90
PartFile nurp50.p8p TotalHrs 87648
TotalYrs 10.00

Mass Balances by Device and Variable

Device: OVERALL Type: NONE Variable: P0%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	119.5	12.0	1.00
03 infiltrate	14.36	0.00	39.0	3.9	1.00
04 exfiltrate	14.36	0.00	3.9	0.4	0.10
05 filtered	0.00	0.00	35.1	3.5	
06 normal outlet	29.62	0.00	80.5	8.1	1.00
09 total inflow	43.98	0.01	119.5	12.0	1.00
10 surface outflow	29.62	0.00	80.5	8.1	1.00
11 groundw outflow	14.36	0.00	3.9	0.4	0.10
12 total outflow	43.98	0.01	84.4	8.4	0.71
13 total trapped	0.00	0.00	35.1	3.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	29.4	29.4	

Device: OVERALL Type: NONE Variable: P10%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	2160.8	216.1	18.08
03 infiltrate	14.36	0.00	404.3	40.4	10.36
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	404.3	40.4	
06 normal outlet	29.62	0.00	836.1	83.6	10.39
08 sedimen + decay	0.00	0.00	920.4	92.0	
09 total inflow	43.98	0.01	2160.8	216.1	18.08
10 surface outflow	29.62	0.00	836.1	83.6	10.39
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	836.1	83.6	6.99
13 total trapped	0.00	0.00	1324.7	132.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	61.3	61.3	

Device: OVERALL Type: NONE Variable: P30%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	2160.8	216.1	18.08
03 infiltrate	14.36	0.00	98.4	9.8	2.52
04 exfiltrate	14.36	0.00	0.0	0.0	0.00

05 filtered	0.00	0.00	98.4	9.8	
06 normal outlet	29.62	0.00	211.8	21.2	2.63
08 sedimen + decay	0.00	0.00	1850.6	185.1	
09 total inflow	43.98	0.01	2160.8	216.1	18.08
10 surface outflow	29.62	0.00	211.8	21.2	2.63
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	211.8	21.2	1.77
13 total trapped	0.00	0.00	1949.1	194.9	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	90.2	90.2	

Device: OVERALL

Type: NONE

Variable: P50%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	2160.8	216.1	18.08
03 infiltrate	14.36	0.00	20.3	2.0	0.52
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	20.3	2.0	
06 normal outlet	29.62	0.00	48.6	4.9	0.60
08 sedimen + decay	0.00	0.00	2091.9	209.2	
09 total inflow	43.98	0.01	2160.8	216.1	18.08
10 surface outflow	29.62	0.00	48.6	4.9	0.60
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	48.6	4.9	0.41
13 total trapped	0.00	0.00	2112.2	211.3	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	97.8	97.8	

Device: OVERALL

Type: NONE

Variable: P80%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	4321.7	432.2	36.15
03 infiltrate	14.36	0.00	3.9	0.4	0.10
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	3.9	0.4	
06 normal outlet	29.62	0.00	9.8	1.0	0.12
08 sedimen + decay	0.00	0.00	4307.9	430.8	
09 total inflow	43.98	0.01	4321.7	432.2	36.15
10 surface outflow	29.62	0.00	9.8	1.0	0.12
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	9.8	1.0	0.08
13 total trapped	0.00	0.00	4311.8	431.2	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	99.8	99.8	

Device: OVERALL

Type: NONE

Variable: TSS

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	32412.4	3241.7	271.14
03 infiltrate	14.36	0.00	1580.9	158.1	40.50
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	1580.9	158.1	

06 normal outlet	29.62	0.00	3319.0	331.9	41.23
08 sedimen + decay	0.00	0.00	27512.5	2751.6	
09 total inflow	43.98	0.01	32412.4	3241.7	271.14
10 surface outflow	29.62	0.00	3319.0	331.9	41.23
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	3319.0	331.9	27.76
13 total trapped	0.00	0.00	29093.4	2909.7	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	89.8	89.8	

Device: OVERALL

Type: NONE

Variable: TP

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	78.0	7.8	0.65
03 infiltrate	14.36	0.00	12.5	1.2	0.32
04 exfiltrate	14.36	0.00	0.8	0.1	0.02
05 filtered	0.00	0.00	11.6	1.2	
06 normal outlet	29.62	0.00	25.8	2.6	0.32
08 sedimen + decay	0.00	0.00	39.7	4.0	
09 total inflow	43.98	0.01	78.0	7.8	0.65
10 surface outflow	29.62	0.00	25.8	2.6	0.32
11 groundw outflow	14.36	0.00	0.8	0.1	0.02
12 total outflow	43.98	0.01	26.7	2.7	0.22
13 total trapped	0.00	0.00	51.3	5.1	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	65.8	65.8	

Device: OVERALL

Type: NONE

Variable: TKN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	371.7	37.2	3.11
03 infiltrate	14.36	0.00	68.8	6.9	1.76
04 exfiltrate	14.36	0.00	5.2	0.5	0.13
05 filtered	0.00	0.00	63.6	6.4	
06 normal outlet	29.62	0.00	142.5	14.2	1.77
08 sedimen + decay	0.00	0.00	160.5	16.0	
09 total inflow	43.98	0.01	371.7	37.2	3.11
10 surface outflow	29.62	0.00	142.5	14.2	1.77
11 groundw outflow	14.36	0.00	5.2	0.5	0.13
12 total outflow	43.98	0.01	147.6	14.8	1.23
13 total trapped	0.00	0.00	224.1	22.4	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	60.3	60.3	

Device: OVERALL

Type: NONE

Variable: CU

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	14.5	1.5	0.12
03 infiltrate	14.36	0.00	1.9	0.2	0.05
04 exfiltrate	14.36	0.00	0.1	0.0	0.00
05 filtered	0.00	0.00	1.8	0.2	
06 normal outlet	29.62	0.00	4.0	0.4	0.05

08 sedimen + decay	0.00	0.00	8.5	0.9	
09 total inflow	43.98	0.01	14.5	1.5	0.12
10 surface outflow	29.62	0.00	4.0	0.4	0.05
11 groundw outflow	14.36	0.00	0.1	0.0	0.00
12 total outflow	43.98	0.01	4.2	0.4	0.03
13 total trapped	0.00	0.00	10.3	1.0	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	71.2	71.2	

Device: OVERALL

Type: NONE

Variable: PB

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	5.5	0.5	0.05
03 infiltrate	14.36	0.00	0.4	0.0	0.01
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	0.4	0.0	
06 normal outlet	29.62	0.00	0.9	0.1	0.01
08 sedimen + decay	0.00	0.00	4.1	0.4	
09 total inflow	43.98	0.01	5.5	0.5	0.05
10 surface outflow	29.62	0.00	0.9	0.1	0.01
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	43.98	0.01	0.9	0.1	0.01
13 total trapped	0.00	0.00	4.5	0.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	83.2	83.2	

Device: OVERALL

Type: NONE

Variable: ZN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	56.4	5.6	0.47
03 infiltrate	14.36	0.00	10.4	1.0	0.27
04 exfiltrate	14.36	0.00	0.8	0.1	0.02
05 filtered	0.00	0.00	9.7	1.0	
06 normal outlet	29.62	0.00	21.6	2.2	0.27
08 sedimen + decay	0.00	0.00	24.4	2.4	
09 total inflow	43.98	0.01	56.4	5.6	0.47
10 surface outflow	29.62	0.00	21.6	2.2	0.27
11 groundw outflow	14.36	0.00	0.8	0.1	0.02
12 total outflow	43.98	0.01	22.4	2.2	0.19
13 total trapped	0.00	0.00	34.0	3.4	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	60.3	60.3	

Device: OVERALL

Type: NONE

Variable: HC

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	43.98	0.01	546.0	54.6	4.57
03 infiltrate	14.36	0.00	43.2	4.3	1.11
04 exfiltrate	14.36	0.00	2.0	0.2	0.05
05 filtered	0.00	0.00	41.3	4.1	
06 normal outlet	29.62	0.00	90.0	9.0	1.12
08 sedimen + decay	0.00	0.00	412.7	41.3	

09 total inflow	43.98	0.01	546.0	54.6	4.57
10 surface outflow	29.62	0.00	90.0	9.0	1.12
11 groundw outflow	14.36	0.00	2.0	0.2	0.05
12 total outflow	43.98	0.01	92.0	9.2	0.77
13 total trapped	0.00	0.00	454.0	45.4	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	83.2	83.2	

Device: Pond

Type: GENERAL

Variable: P0%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	78.9	7.9	1.00
03 infiltrate	14.36	0.00	39.0	3.9	1.00
04 exfiltrate	14.36	0.00	3.9	0.4	0.10
05 filtered	0.00	0.00	35.1	3.5	
06 normal outlet	14.66	0.00	39.8	4.0	1.00
09 total inflow	29.02	0.00	78.9	7.9	1.00
10 surface outflow	14.66	0.00	39.8	4.0	1.00
11 groundw outflow	14.36	0.00	3.9	0.4	0.10
12 total outflow	29.02	0.00	43.7	4.4	0.55
13 total trapped	0.00	0.00	35.1	3.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	44.5	44.5	

Device: Pond

Type: GENERAL

Variable: P10%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	1410.0	141.0	17.88
03 infiltrate	14.36	0.00	404.3	40.4	10.36
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	404.3	40.4	
06 normal outlet	14.66	0.00	427.0	42.7	10.72
08 sedimen + decay	0.00	0.00	578.7	57.9	
09 total inflow	29.02	0.00	1410.0	141.0	17.88
10 surface outflow	14.66	0.00	427.0	42.7	10.72
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	29.02	0.00	427.0	42.7	5.41
13 total trapped	0.00	0.00	983.1	98.3	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	69.7	69.7	

Device: Pond

Type: GENERAL

Variable: P30%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	1410.0	141.0	17.88
03 infiltrate	14.36	0.00	98.4	9.8	2.52
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	98.4	9.8	
06 normal outlet	14.66	0.00	115.2	11.5	2.89
08 sedimen + decay	0.00	0.00	1196.4	119.7	
09 total inflow	29.02	0.00	1410.0	141.0	17.88
10 surface outflow	14.66	0.00	115.2	11.5	2.89

11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	29.02	0.00	115.2	11.5	1.46
13 total trapped	0.00	0.00	1294.9	129.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	91.8	91.8	

Device: Pond

Type: GENERAL

Variable: P50%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	1410.0	141.0	17.88
03 infiltrate	14.36	0.00	20.3	2.0	0.52
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	20.3	2.0	
06 normal outlet	14.66	0.00	27.9	2.8	0.70
08 sedimen + decay	0.00	0.00	1361.9	136.2	
09 total inflow	29.02	0.00	1410.0	141.0	17.88
10 surface outflow	14.66	0.00	27.9	2.8	0.70
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	29.02	0.00	27.9	2.8	0.35
13 total trapped	0.00	0.00	1382.2	138.2	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	98.0	98.0	

Device: Pond

Type: GENERAL

Variable: P80%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	2820.1	282.0	35.75
03 infiltrate	14.36	0.00	3.9	0.4	0.10
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	3.9	0.4	
06 normal outlet	14.66	0.00	5.6	0.6	0.14
08 sedimen + decay	0.00	0.00	2810.5	281.1	
09 total inflow	29.02	0.00	2820.1	282.0	35.75
10 surface outflow	14.66	0.00	5.6	0.6	0.14
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	29.02	0.00	5.6	0.6	0.07
13 total trapped	0.00	0.00	2814.5	281.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	99.8	99.8	

Device: Pond

Type: GENERAL

Variable: TSS

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	21150.6	2115.4	268.15
03 infiltrate	14.36	0.00	1580.9	158.1	40.50
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	1580.9	158.1	
06 normal outlet	14.66	0.00	1726.8	172.7	43.34
08 sedimen + decay	0.00	0.00	17842.9	1784.5	
09 total inflow	29.02	0.00	21150.6	2115.4	268.15
10 surface outflow	14.66	0.00	1726.8	172.7	43.34
11 groundw outflow	14.36	0.00	0.0	0.0	0.00

12 total outflow	29.02	0.00	1726.8	172.7	21.89
13 total trapped	0.00	0.00	19423.8	1942.6	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	91.8	91.8	

Device: Pond

Type: GENERAL

Variable: TP

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	51.1	5.1	0.65
03 infiltrate	14.36	0.00	12.5	1.2	0.32
04 exfiltrate	14.36	0.00	0.8	0.1	0.02
05 filtered	0.00	0.00	11.6	1.2	
06 normal outlet	14.66	0.00	13.0	1.3	0.33
08 sedimen + decay	0.00	0.00	25.6	2.6	
09 total inflow	29.02	0.00	51.1	5.1	0.65
10 surface outflow	14.66	0.00	13.0	1.3	0.33
11 groundw outflow	14.36	0.00	0.8	0.1	0.02
12 total outflow	29.02	0.00	13.8	1.4	0.18
13 total trapped	0.00	0.00	37.2	3.7	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	72.9	72.9	

Device: Pond

Type: GENERAL

Variable: TKN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	243.7	24.4	3.09
03 infiltrate	14.36	0.00	68.8	6.9	1.76
04 exfiltrate	14.36	0.00	5.2	0.5	0.13
05 filtered	0.00	0.00	63.6	6.4	
06 normal outlet	14.66	0.00	71.4	7.1	1.79
08 sedimen + decay	0.00	0.00	103.5	10.4	
09 total inflow	29.02	0.00	243.7	24.4	3.09
10 surface outflow	14.66	0.00	71.4	7.1	1.79
11 groundw outflow	14.36	0.00	5.2	0.5	0.13
12 total outflow	29.02	0.00	76.6	7.7	0.97
13 total trapped	0.00	0.00	167.2	16.7	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	68.6	68.6	

Device: Pond

Type: GENERAL

Variable: CU

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	9.5	1.0	0.12
03 infiltrate	14.36	0.00	1.9	0.2	0.05
04 exfiltrate	14.36	0.00	0.1	0.0	0.00
05 filtered	0.00	0.00	1.8	0.2	
06 normal outlet	14.66	0.00	2.0	0.2	0.05
08 sedimen + decay	0.00	0.00	5.5	0.6	
09 total inflow	29.02	0.00	9.5	1.0	0.12
10 surface outflow	14.66	0.00	2.0	0.2	0.05
11 groundw outflow	14.36	0.00	0.1	0.0	0.00
12 total outflow	29.02	0.00	2.2	0.2	0.03

13 total trapped	0.00	0.00	7.3	0.7
14 storage increase	0.00	0.00	0.0	0.0
15 mass balance chec	0.00	0.00	0.0	0.0
Reduction (%)	0.00	0.00	77.2	77.2

Device: Pond

Type: GENERAL

Variable: PB

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	3.6	0.4	0.05
03 infiltrate	14.36	0.00	0.4	0.0	0.01
04 exfiltrate	14.36	0.00	0.0	0.0	0.00
05 filtered	0.00	0.00	0.4	0.0	
06 normal outlet	14.66	0.00	0.5	0.0	0.01
08 sedimen + decay	0.00	0.00	2.7	0.3	
09 total inflow	29.02	0.00	3.6	0.4	0.05
10 surface outflow	14.66	0.00	0.5	0.0	0.01
11 groundw outflow	14.36	0.00	0.0	0.0	0.00
12 total outflow	29.02	0.00	0.5	0.0	0.01
13 total trapped	0.00	0.00	3.1	0.3	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	86.6	86.6	

Device: Pond

Type: GENERAL

Variable: ZN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	37.0	3.7	0.47
03 infiltrate	14.36	0.00	10.4	1.0	0.27
04 exfiltrate	14.36	0.00	0.8	0.1	0.02
05 filtered	0.00	0.00	9.7	1.0	
06 normal outlet	14.66	0.00	10.8	1.1	0.27
08 sedimen + decay	0.00	0.00	15.7	1.6	
09 total inflow	29.02	0.00	37.0	3.7	0.47
10 surface outflow	14.66	0.00	10.8	1.1	0.27
11 groundw outflow	14.36	0.00	0.8	0.1	0.02
12 total outflow	29.02	0.00	11.6	1.2	0.15
13 total trapped	0.00	0.00	25.4	2.5	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	68.6	68.6	

Device: Pond

Type: GENERAL

Variable: HC

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	29.02	0.00	356.7	35.7	4.52
03 infiltrate	14.36	0.00	43.2	4.3	1.11
04 exfiltrate	14.36	0.00	2.0	0.2	0.05
05 filtered	0.00	0.00	41.3	4.1	
06 normal outlet	14.66	0.00	45.8	4.6	1.15
08 sedimen + decay	0.00	0.00	267.6	26.8	
09 total inflow	29.02	0.00	356.7	35.7	4.52
10 surface outflow	14.66	0.00	45.8	4.6	1.15
11 groundw outflow	14.36	0.00	2.0	0.2	0.05
12 total outflow	29.02	0.00	47.8	4.8	0.61
13 total trapped	0.00	0.00	308.9	30.9	

14 storage increase	0.00	0.00	0.0	0.0
15 mass balance chec	0.00	0.00	0.0	0.0
Reduction (%)	0.00	0.00	86.6	86.6

Device: Out Type: SWALE Variable: P0%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	40.7	4.1	1.00
06 normal outlet	14.96	0.00	40.7	4.1	1.00
09 total inflow	14.96	0.00	40.7	4.1	1.00
10 surface outflow	14.96	0.00	40.7	4.1	1.00
12 total outflow	14.96	0.00	40.7	4.1	1.00
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	0.0	0.0	

Device: Out Type: SWALE Variable: P10%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	750.8	75.1	18.46
06 normal outlet	14.96	0.00	409.2	40.9	10.06
08 sedimen + decay	0.00	0.00	341.6	34.2	
09 total inflow	14.96	0.00	750.8	75.1	18.46
10 surface outflow	14.96	0.00	409.2	40.9	10.06
12 total outflow	14.96	0.00	409.2	40.9	10.06
13 total trapped	0.00	0.00	341.6	34.2	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	45.5	45.5	

Device: Out Type: SWALE Variable: P30%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	750.8	75.1	18.46
06 normal outlet	14.96	0.00	96.6	9.7	2.38
08 sedimen + decay	0.00	0.00	654.2	65.4	
09 total inflow	14.96	0.00	750.8	75.1	18.46
10 surface outflow	14.96	0.00	96.6	9.7	2.38
12 total outflow	14.96	0.00	96.6	9.7	2.38
13 total trapped	0.00	0.00	654.2	65.4	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	87.1	87.1	

Device: Out Type: SWALE Variable: P50%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	750.8	75.1	18.46
06 normal outlet	14.96	0.00	20.7	2.1	0.51
08 sedimen + decay	0.00	0.00	730.0	73.0	
09 total inflow	14.96	0.00	750.8	75.1	18.46
10 surface outflow	14.96	0.00	20.7	2.1	0.51
12 total outflow	14.96	0.00	20.7	2.1	0.51
13 total trapped	0.00	0.00	730.0	73.0	
14 storage increase	0.00	0.00	0.0	0.0	

15 mass balance chec	0.00	0.00	0.0	0.0
Reduction (%)	0.00	0.00	97.2	97.2

Device: Out Type: SWALE Variable: P80%

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	1501.6	150.2	36.92
06 normal outlet	14.96	0.00	4.2	0.4	0.10
08 sedimen + decay	0.00	0.00	1497.4	149.8	
09 total inflow	14.96	0.00	1501.6	150.2	36.92
10 surface outflow	14.96	0.00	4.2	0.4	0.10
12 total outflow	14.96	0.00	4.2	0.4	0.10
13 total trapped	0.00	0.00	1497.4	149.8	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	99.7	99.7	

Device: Out Type: SWALE Variable: TSS

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	11261.8	1126.3	276.92
06 normal outlet	14.96	0.00	1592.2	159.2	39.15
08 sedimen + decay	0.00	0.00	9669.6	967.1	
09 total inflow	14.96	0.00	11261.8	1126.3	276.92
10 surface outflow	14.96	0.00	1592.2	159.2	39.15
12 total outflow	14.96	0.00	1592.2	159.2	39.15
13 total trapped	0.00	0.00	9669.6	967.1	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	85.9	85.9	

Device: Out Type: SWALE Variable: TP

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	26.9	2.7	0.66
06 normal outlet	14.96	0.00	12.8	1.3	0.32
08 sedimen + decay	0.00	0.00	14.1	1.4	
09 total inflow	14.96	0.00	26.9	2.7	0.66
10 surface outflow	14.96	0.00	12.8	1.3	0.32
12 total outflow	14.96	0.00	12.8	1.3	0.32
13 total trapped	0.00	0.00	14.1	1.4	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	52.3	52.3	

Device: Out Type: SWALE Variable: TKN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	128.0	12.8	3.15
06 normal outlet	14.96	0.00	71.1	7.1	1.75
08 sedimen + decay	0.00	0.00	57.0	5.7	
09 total inflow	14.96	0.00	128.0	12.8	3.15
10 surface outflow	14.96	0.00	71.1	7.1	1.75
12 total outflow	14.96	0.00	71.1	7.1	1.75
13 total trapped	0.00	0.00	57.0	5.7	

14 storage increase	0.00	0.00	0.0	0.0
15 mass balance chec	0.00	0.00	0.0	0.0
Reduction (%)	0.00	0.00	44.5	44.5

Device: Out Type: SWALE Variable: CU

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	5.0	0.5	0.12
06 normal outlet	14.96	0.00	2.0	0.2	0.05
08 sedimen + decay	0.00	0.00	3.0	0.3	
09 total inflow	14.96	0.00	5.0	0.5	0.12
10 surface outflow	14.96	0.00	2.0	0.2	0.05
12 total outflow	14.96	0.00	2.0	0.2	0.05
13 total trapped	0.00	0.00	3.0	0.3	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	59.9	59.9	

Device: Out Type: SWALE Variable: PB

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	1.9	0.2	0.05
06 normal outlet	14.96	0.00	0.4	0.0	0.01
08 sedimen + decay	0.00	0.00	1.5	0.1	
09 total inflow	14.96	0.00	1.9	0.2	0.05
10 surface outflow	14.96	0.00	0.4	0.0	0.01
12 total outflow	14.96	0.00	0.4	0.0	0.01
13 total trapped	0.00	0.00	1.5	0.1	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	76.6	76.6	

Device: Out Type: SWALE Variable: ZN

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	19.4	1.9	0.48
06 normal outlet	14.96	0.00	10.8	1.1	0.27
08 sedimen + decay	0.00	0.00	8.6	0.9	
09 total inflow	14.96	0.00	19.4	1.9	0.48
10 surface outflow	14.96	0.00	10.8	1.1	0.27
12 total outflow	14.96	0.00	10.8	1.1	0.27
13 total trapped	0.00	0.00	8.6	0.9	
14 storage increase	0.00	0.00	0.0	0.0	
15 mass balance chec	0.00	0.00	0.0	0.0	
Reduction (%)	0.00	0.00	44.5	44.5	

Device: Out Type: SWALE Variable: HC

Mass Balance Term	Flow_acft	Flow_cfs	Load_lbs	Load_lbs/yr	Conc_ppm
01 watershed inflows	14.96	0.00	189.3	18.9	4.65
06 normal outlet	14.96	0.00	44.2	4.4	1.09
08 sedimen + decay	0.00	0.00	145.0	14.5	
09 total inflow	14.96	0.00	189.3	18.9	4.65
10 surface outflow	14.96	0.00	44.2	4.4	1.09
12 total outflow	14.96	0.00	44.2	4.4	1.09

13 total trapped	0.00	0.00	145.0	14.5
14 storage increase	0.00	0.00	0.0	0.0
15 mass balance chec	0.00	0.00	0.0	0.0
Reduction (%)	0.00	0.00	76.6	76.6
"				

Appendix A



PRELIMINARY

GEOTECHNICAL EXPLORATION AND ENGINEERING REVIEW

Pine Bend RNG Facility

Inver Grove Heights

Minnesota

NTI Project No. 19.MSP06273.000

Prepared For:

Wenck Associates, Inc.
7500 Olson Memorial Highway, Suite 300
Golden Valley, Minnesota 55427



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January 22, 2020

Wenck Associates, Inc.
Attention: Mr. Kevin Pfeiffer, RLA
7500 Olson Memorial Highway, Suite 300
Golden Valley, Minnesota 55427

Subject: Preliminary Geotechnical Exploration and Engineering Review
Pine Bend RNG Facility
Inver Grove Heights, Minnesota
NTI Project No. 19. MSP06273.000

Dear Mr. Pfeiffer,

In accordance with your request and subsequent authorization, Northern Technologies, LLC (NTI) conducted a Geotechnical Exploration for the above referenced project. Our services included advancement of exploration borings and preparation of an engineering report with recommendations developed from our geotechnical services. Our work was performed in general accordance with our proposal dated November 12, 2019.

At the time of this report, the site structure layout has not been finalized. Consequently, this report is issued as a preliminary report. Once the site layout has been finalized, and additional evaluation is performed (if necessary), a final geotechnical report will be issued.

We appreciate the opportunity to have been of service on this project. If there are any questions regarding the soils explored or our review and recommendations, please contact us at your convenience at (651) 389-4191.

Northern Technologies, LLC

Debra A. Schroeder, P.E.
Senior Engineer

Steven D. Gerber, P.E.
Senior Engineer

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

Debra A. Schroeder

Date: 01/22/2020 Reg. No. 52743

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PRELIMINARY

GEOTECHNICAL EXPLORATION AND ENGINEERING REVIEW

Pine Bend RNG Facility

NTI Project No. 19.MSP06273.000

1.0 EXECUTIVE SUMMARY

We briefly summarize below our **preliminary** geotechnical recommendations for the proposed project. It should be noted that this report is preliminary and should not be used for construction without additional subsurface investigation and geotechnical engineering evaluation. The summary must be read in complete context with our report.

- The borings encountered topsoil over apparent undocumented fill soils extending to depths ranging from approximately 2.0 to 9.0 feet below the existing grade. The encountered fill soils generally consisted of clayey sand (SC), silty sand (SM), sandy lean clay (CL), poorly graded sand (SP), and poorly graded sand with silt (SP-SM). Native soils consisted of poorly graded sand (SP) and poorly graded sand with silt (SP-SM) with localized loose soil conditions.
- The foundations should not be supported on the existing fill soils. In order to reduce risk of settlement and subsequent structural damage, a complete soil correction to remove the existing undocumented fill soils is recommended.
- Overall, the native in-place soils are suitable for the support for spread footing foundations; however, as noted above there were localized loose layers. **In order to achieve stable and more uniform soil conditions for foundation support and to assist in reducing the potential for excessive differential settlement, subsequent to the removal of the undocumented fill soils, we recommend that the resulting subgrade within the proposed structure footprint be recompacted as indicated in Section 4.2 - Site Preparation of this report.**
- After performing a complete soil correction and recommended native soil recompaction procedures, the structures' linear strip footings and interior column footings (if required) founded on engineered fill may be proportioned using the maximum net allowable soil bearing pressure of 3,500 pounds per square foot (psf).
- Measurable groundwater was not observed at any of the seventeen (17) borings at the time of the field exploration. However, the on-site silt and clay-based fill soils are relatively impervious and are conducive to the development of zones of perched water at varying elevations and locations across the project site.



2.0 INTRODUCTION

2.1 Site / Project Description

Based on the provided information, the proposed Pine Bend RNG Facility project will include a new Renewable Natural Gas Facility (RNG) with an office area, a separate flare station, and stormwater infiltration area.

At the time of this report, NTI understands that the layout of the structures has not been finalized. **Additional analysis and/or borings may be necessary once the project concept is finalized.** The assumptions outlined in Table 1 were utilized in the development of this preliminary report.

Table 1: Project & Site Description

Item	Description
Building Type	Multiple, one-story, slab-on-grade supported structures. The main structure(s) will be approximately 30-feet tall and house natural gas tanks/vessels, pipes, a control room, maintenance room, and an office area. There is also a separate flare station.
Floor Elevation	Base on client provided information, assumed to be at elevation 866.0 feet.
Maximum Change in Site Elevation	Finish site grades are expected to be within 5 feet of existing site grades.
Site Description	
Location of Project	East of Rich Valley Boulevard between 110 th Street East and 117 th Street East in Inver Grove Heights, Minnesota
Existing Land Use / Improvements to Parcel	The property is undeveloped. Based on published satellite imagery, the property appears to have been used for agricultural purposes and that site grading activities have occurred.
Current Ground Cover	The ground surface is covered with grasses, brush, and occasional trees,
Topography at Site	The topography at the site varies. Within the main structure area, there was approximately 7.5 feet of elevation change between the recently completed borings. Overall, there was approximately 18.0 feet of elevation change between the recently completed borings.



2.2 Scope of Services

The purpose of this report is to present a summary of our geotechnical exploration and provide generalized opinions and **preliminary** recommendations regarding the soil conditions and design parameters for founding of the project. Our “scope of services” was limited to the following:

1. Explore the project subsurface by means of seventeen (17) standard penetration test (SPT) borings extending to depths of approximately 20.0 feet below existing grade and conduct laboratory test(s) on representative samples for characterizing the index and engineering properties of the soils at the project site.
2. Prepare a report presenting our findings from our field exploration, laboratory testing, and engineering recommendations for foundation types, footing depths, allowable bearing capacity, estimated settlements, floor slab support, excavation, engineered fill, backfill, compaction, potential construction difficulties related to excavation, backfilling and drainage, pavement design, and estimated stormwater infiltration rates.

3.0 EXPLORATION PROGRAM RESULTS

3.1 Exploration Scope

Site geotechnical drilling occurred on December 10 and 11, 2019. Individual borings were performed at approximate locations as presented on the diagram within the appendices.

NTI located the borings relative to existing site features. NTI estimated the elevation of the borings utilizing a Trimble GeoXH 6000 GPS unit, referencing the NAD 1983 Minnesota GeoID 12A datum. Boring elevations should be considered to be approximate. Please refer to the Boring Location Diagram and the Boring Logs in Appendix C.

Soil samples obtained at the site will be held for 60 days at which time they will be discarded. Please advise us in writing if you wish to have us retain them for a longer period. You will be assessed an additional fee if soil samples are retained beyond 60 days.

The boreholes were backfilled with auger cuttings, or were abandoned using high solids bentonite or neat cement grout as per appropriate local and state statutes. Minor settlement of the boreholes will occur. Owner is responsible for final closure of the boreholes.

3.2 Subsurface Conditions

Based on the results of our geotechnical exploration, Table 2 provides a general depiction of subsurface conditions at the project site.

Additional comment on the evaluation of recovered soil samples is presented within the report attachments. Please refer to the boring logs within Appendix C for a detailed description and depths of stratum at each boring.



Table 2: Observed Subsurface Stratigraphy at Project Site¹

Stratum	Depth to Base of Stratum below existing grade	Material Description	Notes
Surface	2.0 to 16.0 inches	Topsoil	Topsoil classification by visual observation only and not intended to confer conformance with DOT or other municipal standards. Topsoil was not observed at Boring SB-3.
Undocumented Fill	2.0 to 9.0 feet	Apparent undocumented fill soils predominantly consisting of silty sand (SM), poorly graded sand with silt (SP-SM), poorly graded sand (SP), clayey sand (SC), and sandy lean clay (CL).	Variably compacted. Trace organic materials.
Native Soils	To the termination depths of the borings at approximately 20.5.	Glacial deposited soils predominantly consisting of poorly graded sand (SP) and poorly graded sand with silt (SP-SM).	Loose to dense relative density of the granular soils. Locally very dense. Driller noted occasional gravel/cobble layers.

1. Table summary is a generalization of subsurface conditions and may not reflect variation in subsurface strata occurring on site. The general geologic origin of retained soil samples is listed on the boring logs.

3.3 Groundwater Conditions

The drill crew observed the borings for groundwater (if any) during and at the completion of drilling activities. Measurable groundwater was not observed at any of the seventeen (17) borings at the time of the field exploration.

However, the on-site silt and clay-based soils are relatively impervious and are conducive to the development of zones of perched water at varying elevations and locations across the project site.

Overall, the site soils are conducive to movement of groundwater both laterally and vertically over time. The moisture content of such soils can vary annually and per recent precipitation. Such soils and other regional dependent conditions may produce groundwater entry of project excavations.

We direct your attention to other report sections and appendices concerning groundwater issues and subsurface drainage.



3.4 Laboratory Test Program

Our analysis and recommendations of this report are based upon our interpretation of the standard penetration test resistance determined while sampling soils, laboratory test results and experience with similar soils from other sites near the project. The results of such tests are summarized on the boring logs or attached laboratory test reports.

4.0 ENGINEERING REVIEW AND PRELIMINARY RECOMMENDATIONS

It should be noted that this report is preliminary and should not be used for construction without additional subsurface investigation and geotechnical engineering evaluation. The following preliminary recommendations are based on our present knowledge of the project:-

4.1 Project Scope

We assume that the structures will include concrete foundation walls and footings for support of above grade construction. Client provided preliminary foundation loads, and NTI's assumed change in grade is summarized within Table 3. Our assessment of project soils, opinions, and report recommendations are based directly on application of estimated structural loads to site soils.

Table 3: Foundation Loads / Change in Grade / Footing Elevation

Building Element	Load / Condition
Perimeter Strip Footings	5 kips per lineal foot or less
Interior Strip Footings	5 kips per lineal foot or less
Isolated Interior Column Footings	150 kips or less
Exterior Column Footings	150 kips or less
Change in Overall Site Grade (from original ground surface)	5 feet or less
Free Standing Retaining Walls	None Anticipated
Below Grade Level Excavation	None Anticipated

4.2 Site Preparation

Following the clearing and grubbing of site vegetation, we recommend the removal of all topsoil, organic soils, man-made structures (if encountered), and/or any unsuitable material(s) encountered during advancement of project excavations. In addition, existing underground utilities must be removed from within the proposed building pads. Abandoned underground pipes, left in place within green space or below paved areas, should be fully grouted.

Within the proposed structure areas, the borings encountered topsoil over apparent undocumented fill soils extending to depths ranging from approximately 2.0 to 9.0 feet below the existing grade.



The encountered native soils consisted of sand soils with varying densities. The foundations should not be supported on the existing fill soils or on the loose soils. In order to reduce risk of settlement and subsequent structural damage, a complete soil correction to remove the existing undocumented fill is recommended. Also, to achieve stable and more uniform soil conditions for foundation support and to assist in reducing the potential for excessive differential settlement, subsequent to the removal of the undocumented fill soils, we recommend that the resulting subgrade within the proposed structure footprints be surface recompacted.

We recommend that all earthwork improvements and excavations be oversized where fill materials are placed below foundations. The minimum excavation oversize should extend per the requirements outlined in Appendix A. Table 4 provides a summary of excavation necessary to remove unsuitable materials at respective borings.

Table 4: Summary of Soil Correction / Excavation¹

Boring Number	Existing Ground Elevation² (feet)	Unsuitable Soil / Material	Estimated Depth to Bottom of Unsuitable Materials³ (feet)	Estimated Bottom of Unsuitable Materials Elevation (feet)
SB-1 ³	854.0	Topsoil / Undocumented Fill	4.0	850.0
SB-2	867.5	Topsoil / Undocumented Fill	6.5	861.0
SB-3	870.5	Undocumented Fill	6.5	864.0
SB-4	870.5	Topsoil / Undocumented Fill	6.5	864.0
SB-5	869.5	Topsoil / Undocumented Fill	4.0	865.5
SB-6	872.0	Topsoil / Undocumented Fill	9.0	863.0
SB-7	871.0	Topsoil / Undocumented Fill	6.5	864.5
SB-8	870.0	Topsoil / Undocumented Fill	6.5	863.5
SB-9	871.0	Topsoil / Undocumented Fill	6.5	864.5
SB-10	869.0	Topsoil / Undocumented Fill	6.5	862.5
SB-11	869.5	Topsoil / Undocumented Fill	4.5	865.0
SB-12	869.0	Topsoil / Undocumented Fill	4.0	865.0
SB-13	868.0	Topsoil / Undocumented Fill	4.0	864.0
SB-14	869.0	Topsoil / Undocumented Fill	2.0	867.0
SB-15	865.5	Topsoil / Undocumented Fill	4.0	861.5
SB-16	864.5	Topsoil / Undocumented Fill	9.0	855.5
SB-17	860.0	Topsoil / Undocumented Fill	6.5	853.5

1. Borings contained trace organic materials and/or apparent fill materials within the collected samples. These areas and other areas exposed during the site grade may require deeper corrections dependent upon the materials encountered during the site grading activities.
2. Based on elevations at the boring locations as noted above in Section 3.1, Exploration Scope.
3. Boring completed outside of the proposed building pads. A full depth correction may not be required and is included within the table for general information only.



Before placement of structural fill, the resulting subgrade (following the recommended over-excavation of the undocumented fill) should be surface compacted with, at minimum, a 7-ton smooth drum vibratory roller (or equivalent) until no further deflection between subsequent passes is observed and a density of at least 98 percent of its standard Proctor maximum dry density is achieved.

The Geotechnical Engineer of Record or their designated representative must review project excavations to verify removal of unsuitable material(s) and adequate bearing support of exposed soils. All such observations should occur prior to the placement of engineering fill, or construction of footings and floor slabs. Any oversizing that is required should be performed in accordance with the diagram and table included in Appendix A.

All excavations should be in conformance with OSHA 1926 Subpart P. The grading contractor should provide a “competent person” as defined in the regulations, to determine the requirements for sloping and benching based on the soil types and groundwater seeps encountered.

Engineered fill required for support of site development below buildings/structures should consist of non-organic, debris-free soils of similar composition to the existing **native** soils.

Portions of the existing on-site, previously-placed fill soils have the potential to be re-used as engineered fill for preparation of the building pads when such soils are conditioned and placed as presented within this report. **However, NTI cautions that due to the due to the previous site use and undocumented nature of the apparent fill soils, there is the potential that zones of debris laden and/or organic soils, may be encountered as well. Organic or debris laden soils would need to be sorted and are not considered to be suitable for reuse.**

Considering that the composition and compaction effort of existing fill soils are not documented, the prediction of the percent of re-usable material is difficult. In addition, the exact delineation of native versus undocumented fill is difficult due to the limited sample size and soil disturbance due to the sampling technique. For this reason, the design team should be aware that there is the potential that there may be some variation in the depth of fill encountered during site excavations as compared to the boring logs.

The on-site, native, non-organic, debris-free soils may be utilized as structural engineered fill when properly moisture conditioned. However, if cleaner granular soils are placed over relatively impervious fill soils, then these areas with granular engineered fill should be provided with a drainage or weep system to prevent a “bathtub affect” from developing. If these zones are not drained, they have the potential to collect water within the void spaces and may undergo significant volumetric change during periods of freeze thaw. This change in volume has the potential to cause distress within the proposed structure.

Placement of structural fill should be observed and tested by an experienced technician or engineer to criteria described in Appendix B. Structural fill with moisture contents outside of the recommended range should be conditioned (dried or wetted) as appropriate prior to placement. All engineered fill for site corrective earthwork and for support of project footings should be tempered for moisture content and placed and compacted as outlined Appendix B.



4.3 Shallow Foundations

The following preliminary bearing recommendations are based on our understanding of the project. You should notify us of any changes made to the project size, location, design, or site grades so we can assess how such changes impact our recommendations. We assume foundation elements will impose maximum vertical loads as previously noted within this report.

In our opinion, you may support the proposed structure by founding strip footings and interior column footings on competent, non-organic native soils or engineered fill, providing such construction complies with the criteria established within this report. **In addition to performing a complete soil correction as recommended in Section 4.2 Site Preparation of this report, we recommend that the subgrade soils be improved by surface compacting with, at minimum:**

- **A 7-ton smooth drum vibratory roller (or equivalent) until no further deflection between subsequent passes is observed and**
- **Density of at least 98 percent of its standard Proctor maximum dry density is achieved.**

After performing the recommended soil correction and soil improvement methods, the design of footings may be based on the Table 5 maximum net allowable soil bearing pressures.

**Table 5: Recommended Maximum Net Allowable Soil Bearing Pressure¹
- Conventional Shallow Foundation Construction**

Location	Criteria
Perimeter Strip Footings, Perimeter Columns: Perimeter strip footings and perimeter column footing supported on documented fill, or competent native soils below depth of frost penetration.	Maximum 3,500 ² psf (All foundations)
Interior Strip Footings: Interior strip footings supported on documented fill, or competent native soils at a depth that provides no less than 6 inches of clearance between the top of footing and underside of floor slab (for sand cushion).	
Interior Column Footings: Supported on documented fill, or competent native soils at a depth that provides no less than 6 inches of clearance between the top of footing and underside of floor slab (for sand cushion).	

1. Maximum net allowable soil bearing pressure recommendations predicated on foundation design and construction complying with recommendations presented within this report. To minimize local failure of supporting soils, it is our opinion foundation construction should comply with the International Building Code (IBC) requirements.
2. In addition to performing a complete soil correction as recommended Section 4.2 Site Preparation of this report, we recommend that the subgrade soils be improved by surface compacting with, at minimum, a 7-ton smooth drum vibratory roller (or equivalent) until no further deflection between subsequent passes is observed and a density of at least 98 percent of its standard Proctor maximum dry density is achieved.

Foundations in unheated areas, such as stoops and canopies, should be based at least 5 feet below the proposed finished grade for frost protection. Footings below structures anticipated to be heated (greater than 60 degrees F) in winter should be constructed at least 3.5 feet below proposed finished grade.



Continuous strip footings under bearing walls should be at least 1 foot wider than the walls they support. Interior footings should be based at least 1.5 feet below design floor elevation

4.4 Bearing Factor of Safety and Estimate of Settlement

We estimate that the native soils, or properly compacted backfill, will provide a theoretical factor of safety of 3 against localized bearing failure when construction complies with report criteria and recommendations and the structural design of the foundations uses the Table 5 maximum net allowable soil bearing pressure recommendation(s).

We estimate that footings loaded per report recommendations may experience long term, total settlement of approximately 1/2 to 1 inch. Differential settlement will be on the order of 25 to 50 percent of total settlement. Generally, the greatest differential settlement occurs between lightly loaded and heavily loaded footings, particularly if heavily loaded footings are located adjacent to lightly loaded strip footings. Most of the settlement will occur on first loading, as the structure is erected.

Furthermore, total and differential movement of footings and floor slabs could be significantly greater than the above estimates if you support construction on frozen soils, the moisture content of the bearing soils significantly changes from in-situ conditions, and snow or ice lenses are incorporated into site earthwork.

4.5 Subsurface Drainage

NTI recommends the installation of a subsurface drain system at the interior base of foundation walls. The subsurface drain system will help to limit moisture accumulation within granular soils placed below interior floors. The subgrade should be sloped to help direct any water toward the drain tile. Drain tile should also be placed around low lying areas, such as elevator pits, and sensitive areas, such as mechanical or electrical rooms.

A drain tile installed at the exterior of the base of foundation walls is recommended to prevent hydrostatic loading on the walls.

As a general guideline, subsurface drainage consists of a geotextile and coarse drainage aggregate encased slotted or perforated pipe extending to sump basin(s). We recommend that exterior drainage be separated from interior drainage to reduce risk of cross flow and moisture infiltration below structure interior.

4.6 Utilities

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that unsuitable materials have been properly removed and adequate bearing support is provided by the exposed soils. The exposed soil at the base should be compacted to 95 percent standard Proctor dry density (ASTM D698). Such observations and testing should be performed prior to backfilling.



The on-site, non-organic, granular, non-debris laden soils are anticipated to be suitable for reuse if properly moisture conditioned and compacted. Replacement backfill required in utility trenches should consist of non-organic material similar to the surrounding soil.

Hard drilling and gravel/cobble layers were encountered at the site. Dependent upon the depth of utility installation, pipe bedding may be required to provide a uniform bearing stratum and for protection of the utility piping when bearing upon the underlying gravel and cobble laden soils.

The stability of embankments along utility excavations is dependent on soil strength, site geometry, moisture content, and any surcharge load for excavated soils and equipment. Cautionary comment on excavation stability is provided within other report sections.

Utility trenches should be backfilled in 6-inch maximum depth loose lifts. It is especially important that you compact trench backfill of underground utilities to minimize future settlement of green space and pavement areas. Please refer to Appendix B for compaction specifications.

We herein note that the Contractor is solely responsible for assessing the stability of and executing underground utility and project excavations using safe methods. Contractor is also responsible for naming the “competent individual” as per Subpart P of 29 CFR 1926.6 (Federal Register - OSHA).

4.7 Slab-on-Grade

The floor slab should be constructed directly over documented engineered fill or non-organic, competent native soil as described in the Site Preparation section. The design of the floor slab may be based on an estimated modulus of subgrade reaction (k) of 175 pci (pounds per square inch per inch of depth).

The final 6 inches of fill below the concrete floor slab should consist of pit run or processed sand (sand cushion) with 100 percent material passing the 1-inch sieve, no more than 40 percent passing the No. 40 sieve and no more than 5 percent material passing the No. 200 Sieve. The moisture content of the sand cushion should be within plus or minus 2 percent of the optimum moisture content determined by the standard Proctor test (ASTM: D 698).

All interior at-grade floors with impervious or near impervious surfacing such as, but not limited to, paint, hardening agent, vinyl tile, ceramic tile, or wood flooring, should include provision for installation of a vapor barrier system. Historically, vapor barrier systems can consist of many different types of synthetic membrane and can be placed either below sand cushion materials or at the underside of the concrete floor. All such issues are contentious and have both positive and negative aspects associated with long term performance of the floor. NTI recommends that the flooring supplier be contacted to provide any specific requirements that may be applicable to their product. Overall, we recommend you install some form of vapor barrier below the project floor (for at-grade and basement construction, as appropriate).



We recommend that you isolate floor slabs from other building components by placement of a nominal ½ inch thick expansion joint between the floor and walls, and/or columns. This construction must also apply a compatible sealant after curing of the floor slab to reduce moisture penetration through the expansion joint. As a minimum, you should install a bond breaker to isolate and reduce binding of building components.

4.8 Exterior Foundation Wall Backfill

Exterior backfill of at-grade foundations walls which do not retain soil should consist of non-organic, debris-free soils. Placement of exterior backfill against at-grade, non-earth retaining foundation walls should be performed concurrent with interior backfill to minimize differential loading, rotation and/or movement of the wall system.

The final one foot of exterior backfill for green areas may consist of clay or silt based topsoil. The final exterior backfill for areas supporting sidewalks and/or pavements should consist of a free draining aggregate base as recommended for the respective construction.

Backfill should be tempered for correct moisture content, then placed and compacted in individual lifts of exterior backfill per criteria presented within Appendix B of our report.

4.9 Surface Drainage

You should maintain positive drainage during and after construction of the project and eliminate ponding of water on site soils. We recommend that you include provisions within construction documents for positive drainage of the site. You should install sumps at critical areas around project excavations to assist in removal of seepage and runoff from site.

We recommend that sidewalks, curbing, pavements, and green space direct drainage away from the structures. We recommend that you provide a 5 percent gradient within 10 feet of the buildings for drainage from lawn, and 2 percent minimum gradient from the buildings for drainage of sidewalks / pavements. All pavements should drain to on-site storm collection, municipal collection system, or roadside ditching.

In order to minimize the potential for water to infiltrate the basement wall backfill, roof runoff should be directed away from buildings by a system of rain gutters, down spouts and splash pads.

4.10 Pavement Construction

The Contractor must realize that the encountered silty sand (SM), clayey sand (SC), and sandy lean clay (CL) soils will be moisture-sensitive and protecting them from inclement weather will aid in maintaining stability. Stripping of the existing topsoil should occur immediately prior to subgrade preparation and base aggregate installation to minimize weather-induced instability.



The apparent undocumented fill soils included varying amounts of organic materials. Organic materials are not suitable for pavement subgrade and should be removed. Pavements constructed over organic soils will not generally perform over the long-term the same as pavements constructed over inorganic soils, and some movement and long-term pavement maintenance should be anticipated if not removed.

Subsequent to removing the existing topsoil, organic soil, and dependent on the owner's tolerance for risk, there are two options recommended.

Option 1 (Complete Subgrade Correction)

The most conservative method of subgrade preparation would be to remove the undocumented fill soils and replace them in their entirety with properly compacted engineered fill. This method of subgrade preparation would provide the most uniform subgrade but would also be the most-costly method of construction and would be relatively atypical method of subgrade preparation.

Option 2 (Partial Subgrade Correction)

For this option, the Owner must accept some risk of future settlement due to the presence of the undocumented fill. These soils have a risk of non-uniformity and may contain additional zones of organics and other unsuitable soils at depth. If the owner is willing to accept the risk of future settlement, these soils may be left in place, provided they can provide a stable subgrade for support of the pavement.

We anticipate that the partial subgrade correction and subsequent construction of the parking lot and drive lane areas will likely consist of stripping the existing topsoil, as well as removing organic soils and unsuitable materials (if encountered) followed by local subgrade corrections as needed.

Applies to Both Options

We assume project traffic will be separated into two distinct classes; heavy duty traffic comprised of delivery trucks and refuse trucks, and light duty traffic comprised of passenger vehicles. Our pavement recommendations are predicated on separation of this traffic.

The resulting subgrade following site grading should first be scarified to a depth of 12 inches and re-compacted. A proof roll test should then be performed to determine soft or unstable subgrade areas. The proof roll should be performed with a tandem axle dump truck loaded to gross capacity (at least 20 tons). Acceptance criteria of the proof roll shall be limited to rut formation no more than one inch (1") depth (front or rear axles) and no pumping (rolling) observed during the visual inspection. Proof roll tests should be observed by an experienced technician or geotechnical engineer prior to placement of the aggregate base course to verify the subgrade will provide adequate pavement support.

If rutting or localized unstable subgrade areas are observed, those areas should be subcut, moisture-conditioned, and re-compacted or removed to a stable depth. Excavations for soil corrections (if any) in paved areas should allow for a 2-foot oversize beyond the edges of the pavement.



Engineered fill, if necessary, should consist of non-organic, debris-free soils of similar composition to the existing exposed subgrade soils. If clean sand materials are utilized as engineered fill overlying less pervious soils, they will need to be adequately drained as to not create a “bathtub” effect. If not adequately drained, there is the potential that groundwater may collect within the void spaces of the sand and result in vertical movements during periods of freeze/thaw.

Individual lifts of engineered fill in proposed paved areas should be tempered for moisture content, placed and compacted as listed in the Compaction Guidelines table in Appendix B.

The performance of stabilometer or similar tests, were beyond the scope of this report; however, they may be performed, upon request, for an additional fee. We estimate that a properly prepared subgrade would have an average stabilometer R value of 20 for the clayey sand and silty sand soils and an average stabilometer R value of 40 for the sand soils.

For a 20-year design pavement life and estimated traffic volumes, Table 6 presents our minimum thickness recommendations for flexible (bituminous) pavement.

Table 6: Recommended Minimum Flexible Pavement Thickness Design Alternative

Pavement Section	Light Duty (Parking Stalls)	Heavy Duty (Drive Lanes / Truck Areas)
Bituminous Wear Course (inches)	1.5	2.0
Bituminous Base Course (inches)	2.0	2.0
Class 5 or 6 Aggregate Base (inches)	6.0	8.0

We recommend rigid Portland cement concrete pavements be constructed at entrance aprons, trash enclosures, and other areas where point loads and turning stresses are more likely to damage the pavement. Based on the performance of concrete pavements at similar sites, we recommend the concrete pavement design alternative listed in Table 7.

Table 7: Recommended Minimum Rigid Pavement Thickness Design Alternative

Pavement Section	Heavy Duty (Drive Lanes / Truck Areas)	Static Loading Areas (Loading Areas, Dumpsters)
Unreinforced Concrete (inches)	6.0	7.0
Class 5 or 6 Aggregate Base (inches)	6.0	6.0

The soils encountered in areas of this site are quite susceptible to loss of strength when wet under dynamic loading conditions. The recommended pavement section is based on the post construction end use of the pavements. Loads during construction may exceed these conditions. Additional stabilization of the subgrade may be required in high traffic construction areas, such as access roads and lay-down yards. This stabilization could be achieved through modification of the pavement section with the addition of crushed stabilizing aggregate or through moisture conditioning and re-compacting. Subgrades should be stabilized prior to the placement of the final pavement section. We recommend that a proof roll be performed immediately before the placement of pavements, especially those exposed to precipitation.



Pavement recommendations assume the aggregate section below paved surfaces will be maintained in a drained condition. This may be accomplished by subsurface piping for eventual discharge into storm sewer, or above grade to ditching, or similar acceptable systems. Lack of surface and subsurface drainage will significantly reduce the capacity and longevity of the pavement systems indicated above.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade the performance of the pavement system and result in poorly performing pavements with shortened life expectancy.

4.11 Stormwater Infiltration

The soils encountered at Boring SB-1 (performed within the proposed stormwater infiltration area) included clayey sand (SC), poorly graded sand with silt (SP-SM), and poorly graded sand (SP).

Table 8 provides estimated infiltration rates for the soil types encountered at this boring location.

Table 8: Estimated Infiltration Rates¹

Unified Soil Classification System - Soil Type	Estimated Cumulative Infiltration Rate (inches/hour)
Clayey Sand (SC)	0.06
Poorly Graded Sand with Silt (SP-SM)	0.70
Poorly Graded Sand (SP)	0.80

1. All findings are approximate based on correlation of on-site soils to the Minnesota Stormwater Manual, or other published literature.

We recommend that Double-Ring Infiltrometer tests be performed to verify or potentially obtain less conservative rates as compared to the values shown above. NTI would be pleased to perform these services.

The amount of compaction that is achieved during the placement of engineered fill will affect the infiltration of stormwater. We recommend that the soils achieve no more than 90 percent of the maximum dry density as determined by the standard Proctor test (ASTM: D 698) within the stormwater infiltration areas. In addition, construction traffic should be limited, to the extent practical in these areas, to minimize the compaction of the subgrade soils due to wheel loads. There is the potential that the upper zone of soil may need to be loosened via mechanical disking if the area is over-compacted due to construction traffic.

4.12 Frost Considerations

The silt and clay laden fill soils encountered at the site are moderately to highly frost susceptible. Small amounts of groundwater, or infiltrated surface water, can be detrimental to the performance of the slabs and pavements. Exterior slabs and pavements should be expected to heave. If frost action needs to be eliminated in critical areas, then we recommend the use of structural slabs (e.g., as structural stoops in front of building doors



In entrances with concrete plaza areas and ADA accessible ramps where structural support is not practical, we recommend placing non-frost susceptible clean sand (SP) or at a minimum (based on the owner's acceptance of potential risk), low-frost susceptible sand with silt (SP-SM) soils with less than 10 percent material passing the No. 200 sieve beneath these areas. Using drain tile, this area should be connected to the site drainage system if it is surrounded by silt or clay based soils. A 3H: 1V (Horizontal: Vertical) transition zone should be constructed between non or low frost susceptible soils (SP, SP-SM) and other soils to help prevent differential frost movement.

Non-frost susceptible fill should consist of poorly graded sand or gravel with less than 5 percent material passing the No. 200 sieve (SP) and less than 50 percent passing the No. 40 sieve.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Excavation Stability

Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations. Excavations may need to be widened and sloped, or temporarily braced, to maintain or develop a safe work environment. Also, contractors should comply with local, state, and federal safety regulations including current OSHA excavation and trench safety standards. Temporary shoring must be designed in accordance with applicable regulatory requirements.

5.2 Engineered Fill & Winter Construction

The Geotechnical Engineer of Record or their designated representative should observe and evaluate excavations to verify removal of topsoil and/or unsuitable material(s), and adequacy of bearing support of exposed soils. Such observation should occur prior to construction of foundations or placement of engineered fill supporting excavations.

Engineered fill should be approved by the Geotechnical Engineer of Record prior to placement. In addition, the engineered fill should be tempered for correct moisture content and then place and compact individual lifts of engineered fill to criteria established within the appendices.

Frozen soil should never be used as engineered fill or backfill nor should you support foundations on frozen soils. Moisture freezing within the soil matrix of fine grained and/or cohesive soils produces ice lenses.

Such soils gain moisture from capillary action and, with continued growth, heave with formation of ice lenses within the soil matrix. Foundations constructed on frozen soils have the potential to settle once ice lenses thaw.

You should protect excavations and foundations from freezing conditions or accumulation of snow, and remove frozen soils, snow, and ice from within excavations, fill section or from below proposed foundations. Replacement soils should consist of similar materials as those removed from the excavation with moisture content, placement and compaction conforming to report criteria.



6.0 CLOSURE

As the widely spaced, small diameter borings provide only a limited amount of data regarding the existing fill, the existing fill may contain soft zones, debris or significantly greater amounts of unsuitable materials than could be reasonably inferred from the boring information. Unsuitable materials may not be discovered during construction and may remain buried within the fill below the slabs and pavements, resulting in greater than anticipated settlements of the slabs and pavements. These risks cannot be eliminated without completely removing the fill, but can be reduced by thorough exploration and testing during site preparation and construction.

Our conclusions and preliminary recommendations are predicated on observation and testing of the earthwork directed by Geotechnical Engineer of Record. Our opinions are based on data assumed representative of the site. However, the area coverage of borings in relation to the entire project is very small. For this and other reasons, we do not warrant conditions below the depth of our borings, or that the strata logged from our borings are necessarily typical of the site. Deviations from our recommendations by plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been established.

The scope of services for this project does not include either specifically or by implication any environmental or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This **preliminary** report has been prepared for the exclusive use of Wenck Associates, Inc. for specific application to the proposed Pine Bend RNG Facility project in Inver Grove Heights, Minnesota. Northern Technologies, LLC has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC makes no other warranty, expressed or implied.



APPENDIX A

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

FIELD EXPLORATION PROCEDURES

GENERAL NOTES

WATER LEVEL SYMBOL

DESCRIPTIVE TERMINOLOGY

RELATIVE PROPORTIONS

PARTICLE SIZES

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

EXCAVATION OVERSIZE



GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

We visually examined recovered soil samples to estimate distribution of grain sizes, plasticity, consistency, moisture condition, color, presence of lenses and seams, and apparent geologic origin. We then classified the soils according using the Unified Soil Classification System (ASTM D2488). A chart describing this classification system and general notes explaining soil sampling procedures are presented within appendices attachments.

The stratification depth lines between soil types on the logs are estimated based on the available data. In-situ, the transition between type(s) may be distinct or gradual in either the horizontal or vertical directions. The soil conditions have been established at our specific boring locations only. Variations in the soil stratigraphy may occur between and around the borings, with the nature and extent of such change not readily evident until exposed by excavation. These variations must be properly assessed when utilizing information presented on the boring logs.

We request that you, your design team or contractors contact NTI immediately if local conditions differ from those assumed by this report, as we would need to review how such changes impact our recommendations. Such contact would also allow us to revise our recommendations as necessary to account for the changed site conditions.

FIELD EXPLORATION PROCEDURES

Soil Sampling – Standard Penetration Boring:

Soil sampling was performed according to the procedures described by ASTM D-1586. Using this procedure, a 2-inch O.D. split barrel sampler is driven into the soil by a 140-pound weight falling 30 inches. After an initial set of six inches, the number of blows required to drive the sampler an additional 12 inches is recorded (known as the penetration resistance (i.e. “N-value”) of the soil at the point of sampling. The N-value is an index of the relative density of cohesionless soils and an approximation of the consistency of cohesive soils.

Soil Sampling – Power Auger Boring:

The boring(s) was/were advanced with a 6 inch nominal diameter continuous flight auger. As a result, samples recovered from the boring are disturbed, and our determination of the depth, extend of various stratum and layers, and relative density or consistency of the soils is approximate.

Soil Classification:

Soil samples were visually and manually classified in general conformance with ASTM D-2488 as they were removed from the sampler(s). Representative fractions of soil samples were then sealed within respective containers and returned to the laboratory for further examination and verification of the field classification. In addition, select samples were submitted for laboratory tests. Individual sample information, identification of sampling methods, method of advancement of the samples and other pertinent information concerning the soil samples are presented on boring logs and related report attachments.



GENERAL NOTES

DRILLING and SAMPLING SYMBOLS		LABORATORY TEST SYMBOLS	
SYMBOL	DEFINITION	SYMBOL	DEFINITION
C.S.	Continuous Sampling	W	Moisture content-percent of dry weight
P.D.	2-3/8" Pipe Drill	D	Dry Density-pounds per cubic foot
C.O.	Cleanout Tube	LL, PL	Liquid and plastic limits determined in accordance with ASTM D 423 and D 424
3 HSA	3 1/4" I.D. Hollow Stem Auger	Q _u	Unconfined compressive strength-pounds per square foot in accordance with ASTM D 2166-66
4 FA	4" Diameter Flight Auger		
6 FA	6" Diameter Flight Auger		
2 1/2 C	2 1/2" Casing		
4 C	4" Casing		
D.M.	Drilling Mud	Pq	Penetrometer reading-tons/square foot
J.W.	Jet Water	S	Torvane reading-tons/square foot
H.A.	Hand Auger	G	Specific Gravity – ASTM D 854-58
NXC	Size NX Casing	SL	Shrinkage limit – ASTM 427-61
BXC	Size BX Casing	Ph	Hydrogen ion content-meter method
AXC	Size AX casing	O	Organic content-combustion method
SS	2" O.D. Split Spoon Sample	M.A.	Grain size analysis
2T	2" Thin Wall Tube Sample	C*	One dimensional consolidation
SH	3" Thin Wall Tube Sample	Q _c	Triaxial Compression
* See attached data Sheet and/or graph			

WATER LEVEL SYMBOL

Water levels shown on the boring logs were determined at the time and under the conditions indicated. In sand, the indicated levels can be considered relatively reliable for most site conditions. In clay soils, it is not possible to determine the ground water level within the normal scope of a test boring investigation, except where lenses or layers of more pervious water bearing soil are present; and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed soils may not indicate the true level of the ground water table. The available water level information is given at the bottom of the log sheet.

DESCRIPTIVE TERMINOLOGY

RELATIVE DENSITY		CONSISTENCY	
TERM	N₆₀ Value (corrected)	TERM	N₆₀ Value (corrected)
Very Loose	0 – 4	Soft	0-4
Loose	5 – 8	Medium	5-8
Medium Dense	9 – 16	Rather Stiff	9 – 15
Dense	16 – 30	Stiff	16 – 30
Very Dense	Over 30	Very Stiff	Over 30

RELATIVE PROPORTIONS

PARTICLE SIZES

TERMS	RANGE	MATERIAL	DESCRIPTION	U.S. SIEVE SIZE
Trace	0 – 5%	Boulders		Over 3"
A little	5 – 15%	Gravel	Coarse	3" to 3/4"
Some	15 – 30%		Medium	3/4" to #4
		Sand	Coarse	#4 to #10
			Medium	#10 to #40
			Fine	#40 to #200
		Silt and Clay	Determined by Hydrometer Test	



CLASSIFICATION of SOILS for ENGINEERING PURPOSES

ASTM Designation D-2487 and D2488 (Unified Soil Classification System)

Major Divisions		Group Symbol	Typical Name	Classification Criteria				
Course Grained Soils More than 50% retained on No. 200 sieve *	Gravels 50% or more of coarse fraction retained on No. 4 sieve.	Clean Gravels	GW	Well-graded gravels and gravel-sand mixtures, little or no fines.	Cu = D60 / D10 greater than 4. Cz = (D30)2 / (D10 x D60) between 1 & 3.			
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines.				
			GM	Silty gravels, gravel-sand-silt mixtures.				
			GC	Clayey gravels, gravel-sand-clay mixtures.				
	Sands More than 50% of coarse fraction passes No. 4 sieve.	Clean Sands	SW	Well-graded sands and gravelly sands, little or no fines.	Cu = D60 / D10 greater than 6. Cz = (D30)2 / (D10 x D60) between 1 & 3.			
			SP	Poorly-graded sands and gravelly sands, little or no fines.				
			Sands with Fines	SM		Silty sands, sand-silt mixtures.	Atterberg limits below "A" line, or P.I. less than 4. Atterberg limits above "A" line with P.I. > 7.	
				SC		Clayey sands, sand-clay mixtures.		Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols.

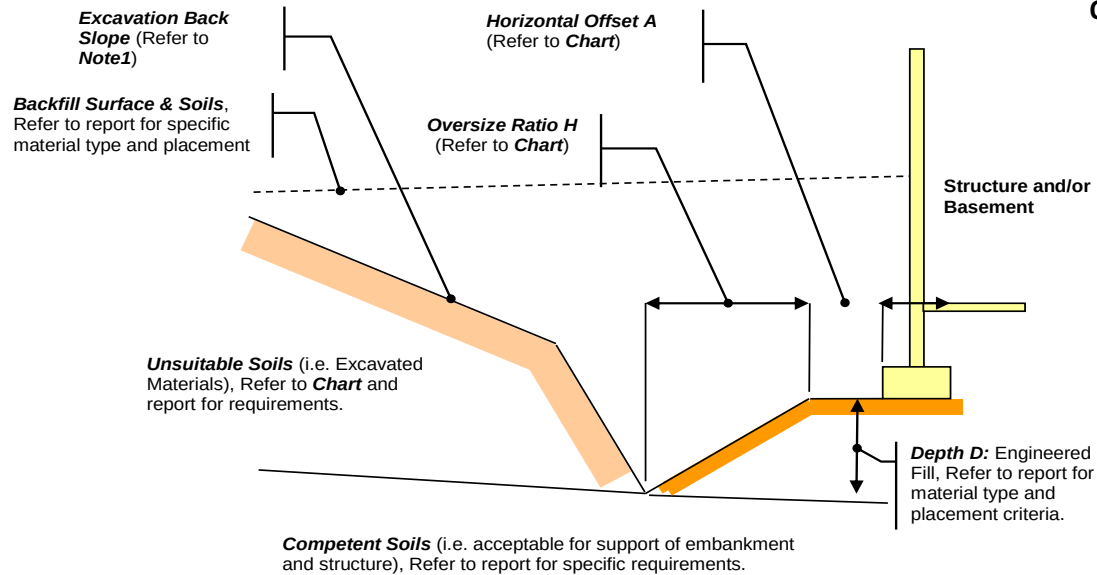
Fine Grained Soils More than 50% passes No. 200 sieve *	Silts and Clays Liquid Limit of 50% or less	ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands.	Plasticity Index Chart
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.	
		OL	Organic silts and organic silty clays of low plasticity.	
	Silts and Clays Liquid Limit greater than 50%.	MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts.	
		CH	Inorganic clays of high plasticity, fat clays.	
		OH	Organic clays of medium to high plasticity.	
		Pt	Peat, muck and other highly organic soils.	



EXCAVATION OVERSIZE

Excavation oversize facilitates distribution of load induced stress within supporting soils. Unless otherwise superseded by report specific requirements, all construction should conform to the minimum oversize and horizontal offset requirements as presented within the diagram and associated chart.

Figure 1: Excavation Oversize



Definitions

- Oversize Ratio H:** The ratio of the horizontal distance divided by the engineered fill depth (i.e. # Horizontal / Depth D). Refer to Chart for specific requirements.
- Horizontal Offset A:** The horizontal distance between the outside edge of footing or critical position and the crest of the engineered fill section. Refer to Chart for specific requirements.
- Note 1:** Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations including those defined by Subpart P of Chapter 27, 29 CFR Part 1926 (of Federal Register). Excavations may need to be widened and sloped, or temporarily braced, to maintain or develop a safe work environment. Contractor is solely responsible for assessing stability under “means and methods”.

Condition	Unsuitable Soil Type	Horizontal Offset A	Oversize Ratio H
Foundation Unit Load equal to or less than 3,000 psf.	SP, SM soils, CL & CH soils with cohesion greater than 1,000 psf	NA	Equal to or greater than one (1) times Depth D
Foundation Unit Load greater than 3,000 psf	SP, SM soils, CL & CH soils with cohesion less than 1,000 psf	NA	Equal to or greater than one (1) times Depth D
Foundation Unit Load equal to or less than 3,000 psf.	Topsoil or Peat	2 feet or width of footing, whichever is greater	Equal to or greater than two (2) times Depth D
Foundation Unit Load greater than 3,000 psf	Topsoil or Peat	5 feet or width of footing, whichever is greater	Equal to or greater than two (3) times Depth D



APPENDIX B

GROUNDWATER ISSUES

PLACEMENT and COMPACTION OF ENGINEERED FILL



GROUNDWATER ISSUES

The following presents additional comment and soil specific issues related to measurement of groundwater conditions at your project site.

Note that our groundwater measurements, or lack thereof, will vary depending on the time allowed for equilibrium to occur in the borings. Extended observation time was not available during the scope of the field exploration program and, therefore, groundwater measurements as noted on the boring logs may or may not accurately reflect actual conditions at your site.

Seasonal and yearly fluctuations of the ground water level, if any, occur. Perched groundwater may be present within sand and silt lenses bedded within cohesive soil formations. Groundwater typically exists at depth within cohesive and cohesionless soils.

We anticipate that a system of sump pits and pumps located outside of the foundation areas would be suitable for control if perched groundwater were to be encountered. If excavations are advanced into a static groundwater table within an underlying granular soil layer a well point system would likely be a more suitable method of control. NTI cautions that such seepage may be heavy and will vary based on seasonal and annual precipitation, and ground related impacts in the vicinity of the project.



PLACEMENT and COMPACTION OF ENGINEERED FILL

Unless otherwise superseded within the body of the Geotechnical Exploration Report, the following criteria shall be utilized for placement of engineered fill on project. This includes, but is not limited to earthen fill placement to improve site grades, fill placed below structural footings, fill placed interior of structure, and fill placed as backfill of foundations.

Engineered fill placed for construction, if necessary, should consist of natural, non-organic, competent soils native to the project area. Such soils may include, but are not limited to gravel, sand, or clays with Unified Soil Classification System (ASTM D2488) classifications of GW, SP, or SM. Use of silt or clayey silt as project fill will require additional review and approval of project Geotechnical Engineer of Record. Such soils have USCS classifications of ML, MH, ML-CL, MH-CH. Use of topsoil, marl, peat, other organic soils construction debris and/or other unsuitable materials as fill is not allowed. Such soils have USCS classifications of OL, OH, Pt.

Engineered fill, classified as clay, should be tempered such that the moisture content at the time of placement is equal to and no more than 3 percent above the optimum content for as defined by the appropriate proctor test. Likewise, engineered fill classified as gravel or sand should be tempered such that the moisture content at the time of placement is within 3 percent of the optimum content.

All engineered fill for construction should be placed in individual 8-inch maximum depth lifts. Each lift of fill should be compacted by large vibratory equipment until the in-place soil density is equal to or greater than the criteria established within the following tabulation.

Type of Construction	Compaction Criteria (% respective Proctor) ¹	
	Clay	Sand or Gravel
General Embankment Fill	Min. 95	Min. 95
Engineered Fill below Foundations	NA	Min. 100
Engineered Fill below Floor Slabs	NA	Min. 98
Engineered Fill placed as Pavement Aggregate Base	NA	Min. 100
Engineered Fill placed to within 3 feet of pavement aggregate base	Min. 95	Min. 95
Engineered Fill placed within 3 feet of pavement aggregate base	Min. 100	Min. 100
Note 1 Unless otherwise required, compaction shall be based on the Standard Proctor Test (ASTM D698).		

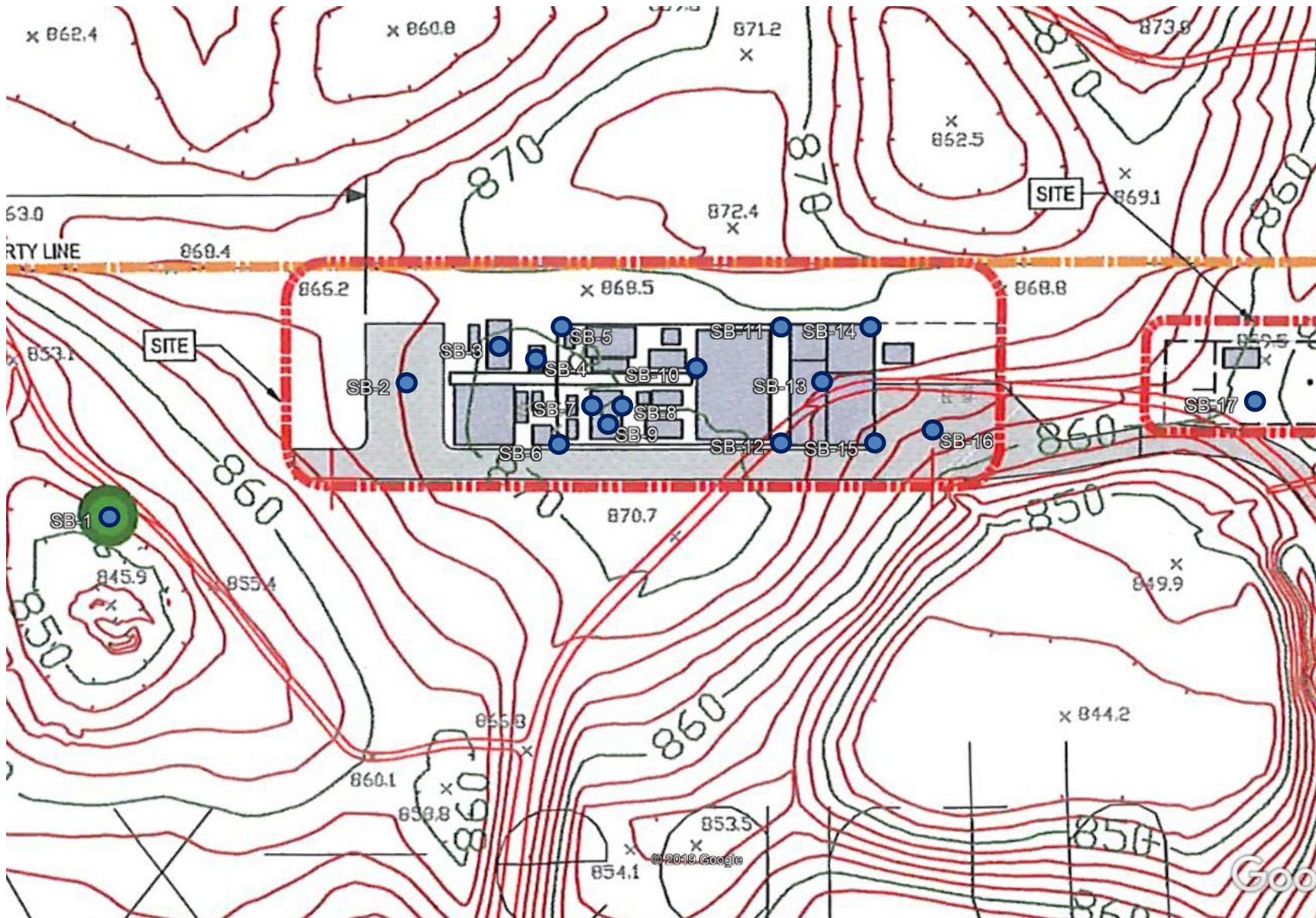
Density tests should be taken during engineered fill placement to document earthwork has achieved necessary compaction of the material(s). Recommendations for interior fill placement and backfill of foundation walls are presented within other sections of this report.



APPENDIX C

BORING LOCATION DIAGRAM

SOIL BORING LOGS



Boring Location Diagram
 Pine Bend RNG Facility
 Inver Grove Heights, Minnesota
 NTI Project #: 19.MSP06273.000

Completed Soil Borings: ●





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BORING NUMBER SB-1

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 854 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** 1.0 **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.2		TOPSOIL (2.0 Inches)	853.8									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	852.5									
4.0		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, little gravel (Undocumented Fill)	850.0									
5		POORLY GRADED SAND, (SP) brown to light brown, fine to coarse grained, moist, loose to medium dense, trace gravel (Glacial Outwash)										
			SS 2	56	4-4-6 (10)			5				
			SS 3	56	3-3-4 (7)							
			SS 4	56	3-4-6 (10)			3				4
9.0		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense to loose, little gravel (Glacial Outwash)	845.0									
10			SS 5	78	5-5-6 (11)							
			SS 6	67	3-3-3 (6)							
			SS 7	67	3-3-6 (9)							
15												
19.0		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, dense, trace gravel (Glacial Outwash)	835.0									
20			SS 8	56	4-8-9 (17)			2				3
20.5			833.5									
Bottom of borehole at 20.5 feet.												



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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 867.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** 0.2 **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		0.2 TOPSOIL (2.0 Inches) 867.3	AU 1									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill) 866.0	SS 2	67	2-2-3 (5)			15				26
4.0		SILTY SAND, (SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill) 863.5	SS 3	56	2-3-3 (6)							
6.5		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill) 861.0	SS 4	67	2-3-3 (6)							
9.0		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, loose, trace gravel (Glacial Outwash) 858.5	SS 5	67	2-3-4 (7)							
11.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, loose to very dense, trace to little gravel (Glacial Outwash) 856.0	SS 6	67	3-3-3 (6)							
			SS 7	78	3-3-3 (6)							
20.5		NOTE: Driller noted gravel/cobble at 20.0 feet. 847.0	SS 8	33	2-12-20 (32)							

Bottom of borehole at 20.5 feet.



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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 870.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	SS 2	56	2-2-2 (4)							
5			SS 3	56	2-3-4 (7)			6				
6.5												
		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	SS 4	67	3-3-6 (9)							
9.0												
		POORLY GRADED SAND WITH SILT, (SP-SM) reddish brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	SS 5	56	3-5-8 (13)							
11.5												
		POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, dense to medium dense, trace gravel (Glacial Outwash)	SS 6	67	10-9-8 (17)							
			SS 7	83	5-7-8 (15)							
15		NOTE: Drillers encountered cobbles at 12.0 feet										
20			SS 8	56	3-4-8 (12)							
20.5												

Bottom of borehole at 20.5 feet.



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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 870.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** 0.8 **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.2		TOPSOIL (2.0 Inches)	AU 1									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	SS 2	56	1-2-2 (4)							
5		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	SS 3	22	1-1-2 (3)			4				3
6.5		POORLY GRADED SAND WITH SILT, (SP-SM) light brown to brown, fine to coarse grained, moist, loose to dense, trace gravel (Glacial Outwash)	SS 4	67	3-3-4 (7)							
10			SS 5	56	3-3-4 (7)			7				6
15			SS 6	56	3-5-6 (11)							
			SS 7	83	7-8-9 (17)							
20		NOTE: Driller noted gravel/cobble between 17.0 and 20.0 feet.	SS 8	67	7-8-10 (18)							
20.5		Bottom of borehole at 20.5 feet.										



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BORING NUMBER SB-5

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/11/19 **COMPLETED** 12/11/19 **GROUND ELEVATION** 869.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.8		TOPSOIL (9.0 Inches)	868.8									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	868.0									
4.0		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	865.5									
5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, loose to dense, trace gravel (Glacial Outwash)										
			SS 2	50	2-2-2 (4)			8				8
			SS 3	44	3-4-4 (8)							
			SS 4	61	4-6-7 (13)			4				
			SS 5	100	7-9-10 (19)							
			SS 6	100	8-10-12 (22)							
			SS 7	100	6-9-11 (20)							
19.0												
20		POORLY GRADED SAND, (SP) light brown to brown, fine to coarse grained, moist, dense, trace gravel, occasional gravel layers (Glacial Outwash)	850.5									
20.5			SS 8	94	7-11-17 (28)			4				3
		Bottom of borehole at 20.5 feet.										



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BORING NUMBER SB-6

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/11/19 **COMPLETED** 12/11/19 **GROUND ELEVATION** 872 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.8		TOPSOIL (9.0 Inches)	871.3	SS 1	50	1-2-2 (4)		20				52
2.0		SANDY LEAN CLAY, (CL) dark brown to brown, moist, trace gravel, trace organics (Undocumented Fill)	870.0	SS 2	61	2-2-3 (5)						
4.0		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, trace gravel	868.0									
4.5		(Undocumented Fill)	867.5	SS 3	78	3-3-3 (6)						
6.5		CLAYEY SAND, (SC) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	865.5	SS 4	100	3-3-4 (7)						
9.0		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	863.0	SS 5	94	3-3-4 (7)		4				
		SILTY SAND, (SM) brown to light brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)		SS 6	100	4-5-6 (11)						
		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, loose to medium dense, trace gravel (Glacial Outwash)		SS 7	89	4-6-7 (13)						
20.5			851.5	SS 8	83	5-7-8 (15)						

Bottom of borehole at 20.5 feet.



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BORING NUMBER SB-7

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/11/19 **COMPLETED** 12/11/19 **GROUND ELEVATION** 871 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.9		TOPSOIL (11.0 Inches)	870.1	SS 1	61	2-1-1 (2)						
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	869.5	SS 2	56	2-2-3 (5)						
4.0		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	867.0									
5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	864.5	SS 3	67	2-2-3 (5)		6				4
6.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	862.0	SS 4	78	5-5-7 (12)						
9.0		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	859.5	SS 5	78	4-5-7 (12)						
11.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, very dense to medium dense, trace to little gravel (Glacial Outwash)		SS 6	28	9-14-30 (44)						
				SS 7	100	5-7-8 (15)		4				
20				SS 8	89	5-9-10 (19)						
20.5												

Bottom of borehole at 20.5 feet.



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BORING NUMBER SB-8

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/11/19 **COMPLETED** 12/11/19 **GROUND ELEVATION** 870 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.5		TOPSOIL (6.0 Inches)	869.5	SS 1	44	1-2-3 (5)		20				55
1.5		SANDY LEAN CLAY, (CL) dark brown, moist, trace gravel (Undocumented Fill)	868.5	SS 2	89	2-2-3 (5)						
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)		SS 3	67	3-3-3 (6)		4				8
6.5			863.5									
		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense to dense, trace gravel (Glacial Outwash)		SS 4	100	4-6-6 (12)						
10				SS 5	89	4-7-7 (14)						
				SS 6	100	4-9-9 (18)						
15				SS 7	83	8-11-14 (25)						
19.0			851.0									
20		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, little gravel (Glacial Outwash)		SS 8	78	7-8-7 (15)						
20.5			849.5									
Bottom of borehole at 20.5 feet.												



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BORING NUMBER SB-9

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/11/19 **COMPLETED** 12/11/19 **GROUND ELEVATION** 871 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.4		TOPSOIL (5.0 Inches)	870.6									
2.0		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	869.0									
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace to little gravel (Undocumented Fill)										
6.5			864.5					4				5
		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, trace to little gravel (Glacial Outwash)										
10												
11.5			859.5					4				4
		POORLY GRADED SAND WITH SILT, (SP-SM) light brown, fine to coarse grained, moist, dense, trace gravel (Glacial Outwash)										
15								4				6
19.0		NOTE: Driller noted gravel/cobble at 18.5 feet.	852.0									
20.5		POORLY GRADED SAND, (SP) brown to light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	850.5									
Bottom of borehole at 20.5 feet.												



BORING NUMBER SB-10

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CLIENT <u>Wenck Associates, Inc</u>	PROJECT NAME <u>Pine Bend RNG Facility</u>
PROJECT NUMBER <u>19.MSP06273.000</u>	PROJECT LOCATION <u>Inver Grove Heights, Minnesota</u>
DATE STARTED <u>12/11/19</u> COMPLETED <u>12/11/19</u>	GROUND ELEVATION <u>869 feet</u> HOLE SIZE <u>6 1/2 in.</u>
DRILLING CONTRACTOR <u>NTI</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>3 1/4 in H.S.A</u>	AT TIME OF DRILLING <u>--- No Groundwater observed</u>
LOGGED BY <u>Richard Jett</u> CHECKED BY <u>Deb Schroeder</u>	AT END OF DRILLING <u>---</u>
CAVE IN (ft) <u>---</u> FROST DEPTH (ft) <u>---</u>	AFTER DRILLING <u>---</u>
NOTES <u>Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeolD 12A).</u>	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.9		TOPSOIL (11.0 Inches)	868.1	X	SS 1	61	1-1-2 (3)					
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	867.5	X	SS 2	44	1-2-2 (4)	17				51
		SANDY LEAN CLAY, (CL) brown, moist, trace gravel (Undocumented Fill)										
4.5		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	864.5	X	SS 3	39	2-3-5 (8)					
6.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, dense to medium dense, trace gravel, occasional clay seams (Glacial Outwash)	862.5	X	SS 4	17	5-7-10 (17)					
10												
15												
20												
20.5			848.5	X	SS 8	67	6-8-8 (16)					

Bottom of borehole at 20.5 feet.



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BORING NUMBER SB-11

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 869.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.9		TOPSOIL (11.0 Inches)	868.6	SS 1	67	0-1-2 (3)		21				48
		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)		SS 2	28	2-3-4 (7)						
4.5			865.0	SS 3	67	6-5-6 (11)						
6.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, trace gravel (Glacial Outwash) NOTE: Driller noted gravel/cobble at 6.0 feet.	863.0	SS 4	89	4-5-8 (13)						
		POORLY GRADED SAND, (SP) light brown to brown, fine to coarse grained, moist, medium dense to very dense, little gravel (Glacial Outwash) NOTE: Driller noted cobbles between 7.5 and 11.5 feet NOTE: No recovery in Sample No. 9 due to gravel/cobble Auger cuttings sampled.	858.0	SS 5	0	9-19-50 (69)						
11.5				SS 6	0	19-16-13 (29)						
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to coarse grained, moist, dense to very dense, trace gravel (Glacial Outwash) NOTE: No recovery in Sample No. 6 due to gravel/cobble. Auger cuttings sampled.		SS 7	6	13-32-48 (80)						
19.0			850.5	SS 8	61	10-6-7 (13)		3				
20.5		POORLY GRADED SAND, (SP) brown to light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	849.0									
Bottom of borehole at 20.5 feet.												



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Bottom of borehole at 20.5 feet.

NTI LOG - GENERAL (USE THIS ONE) - NTI-2017-09-14.GDT - 1/22/20 16:25 - R:\RAMSEY\PROJECTS\2019 PROJECTS\PINE BEND RNG FACILITY GEO - 19.MSP 08273.000ENGINEERING REPORTS\GINT\PINE BEND RNG FACILITY.GPJ



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BORING NUMBER SB-13

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility
PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota
DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 868 feet **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**
DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed
LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---
CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---
NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.8		TOPSOIL (9.0 Inches)	867.3									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	866.5	SS 1	50	2-2-3 (5)						
				SS 2	56	2-2-3 (5)		12				20
4.0		CLAYEY SAND, (SC) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	864.0									
5				SS 3	50	5-6-5 (11)						
		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, medium dense, trace gravel, occasional silt seams (Glacial Outwash)		SS 4	67	5-5-4 (9)						
9.0				SS 5	72	7-7-8 (15)						
10		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, little gravel (Glacial Outwash)										
11.5		NOTE: Drillers encountered cobbles between 10.0 and 16.0 feet	856.5									
13.0		POORLY GRADED SAND WITH SILT, (SP-SM) light brown, fine to coarse grained, moist, dense, little gravel (Glacial Outwash)	855.0	SS 6	83	7-9-9 (18)						
				SS 7	78	6-6-6 (12)						
15		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense, trace to little gravel (Glacial Outwash)										
20				SS 8	89	5-6-6 (12)						
20.5			847.5									

Bottom of borehole at 20.5 feet.



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BORING NUMBER SB-14

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 869 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** 0.2 **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.7		TOPSOIL (8.0 Inches)	868.3									
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse	867.5	SS 1	11	1-1-1						
2.0		grained, moist, trace gravel, trace organics	867.0	SS 2	78	1-2-3						
		(Undocumented Fill)										
		CLAYEY SAND, (SC) brown, fine to coarse grained,										
		moist, trace gravel										
		(Undocumented Fill)										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown,		SS 3	61	5-5-5						
		fine to coarse grained, moist, medium dense, trace										
		gravel										
		(Glacial Outwash)	862.5									
		POORLY GRADED SAND WITH SILT, (SP-SM) light		SS 4	72	6-6-5		4				5
		brown, fine to coarse grained, moist, medium dense to										
		dense, little gravel										
		(Glacial Outwash)										
		NOTE: Driller noted gravel/cobble between 6.5 and 8.0		SS 5	72	11-17-10						
		feet and between 9.5 and 11.5 feet.										
				SS 6	61	6-5-5						
				SS 7	67	5-6-6						
14.0		POORLY GRADED SAND, (SP) light brown, fine to	855.0									
		coarse grained, moist, medium dense, trace gravel										
		(Glacial Outwash)										
15												
20				SS 8	83	4-6-7						
20.5			848.5									

Bottom of borehole at 20.5 feet.



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BORING NUMBER SB-15

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility

PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota

DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 865.5 feet **HOLE SIZE** 6 1/2 in.

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed

LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---

CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---

NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
		0.8 TOPSOIL (10.0 Inches) 864.7	SS 1	67	2-4-4 (8)							
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	SS 2	89	4-3-4 (7)							
		4.0 861.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	SS 3	67	4-6-7 (13)							
			SS 4	56	5-5-4 (9)							
		9.0 856.5										
10		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, medium dense to dense, trace gravel (Glacial Outwash)	SS 5	78	6-6-4 (10)			5				
			SS 6	50	4-6-7 (13)							
15		NOTE: Driller noted gravel/cobble at 13.0 feet. NOTE: No recovery in Sample No. 7 due to gravel/cobble. Auger cuttings sampled.	SS 7	100	7-12-13 (25)							
		19.0 846.5										
20		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, medium dense, some gravel (Glacial Outwash)	SS 8	67	4-6-10 (16)							
		20.5 845.0										
Bottom of borehole at 20.5 feet.												



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BORING NUMBER SB-16

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CLIENT Wenck Associates, Inc **PROJECT NAME** Pine Bend RNG Facility
PROJECT NUMBER 19.MSP06273.000 **PROJECT LOCATION** Inver Grove Heights, Minnesota
DATE STARTED 12/10/19 **COMPLETED** 12/10/19 **GROUND ELEVATION** 864.5 feet **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**
DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No Groundwater observed
LOGGED BY Richard Jett **CHECKED BY** Deb Schroeder **AT END OF DRILLING** ---
CAVE IN (ft) --- **FROST DEPTH (ft)** --- **AFTER DRILLING** ---
NOTES Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.9		TOPSOIL (11.0 Inches)	863.6	SS 1	61	1-2-3 (5)						
1.5		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel, trace organics (Undocumented Fill)	863.0	SS 2	17	3-3-3 (6)						
4.0		SILTY SAND, (SM) brown, fine to coarse grained, saturated, trace gravel (Undocumented Fill)	860.5	SS 3	56	3-2-3 (5)						
5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)		SS 4	78	2-3-5 (8)		5				5
9.0		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	855.5	SS 5	83	4-6-7 (13)						
11.5		POORLY GRADED SAND, (SP) light brown, fine to coarse grained, moist, very dense to medium dense, little gravel (Glacial Outwash)	853.0	SS 6	72	7-7-10 (17)						
15		NOTE: No recovery in Sample No. 7 due to gravel/cobble. Auger cuttings sampled.		SS 7	0	50/6"						
20				SS 8	67	10-7-7 (14)						
20.5			844.0									

Bottom of borehole at 20.5 feet.



BORING NUMBER SB-17

CLIENT <u>Wenck Associates, Inc</u>		PROJECT NAME <u>Pine Bend RNG Facility</u>	
PROJECT NUMBER <u>19.MSP06273.000</u>		PROJECT LOCATION <u>Inver Grove Heights, Minnesota</u>	
DATE STARTED <u>12/10/19</u>	COMPLETED <u>12/10/19</u>	GROUND ELEVATION <u>860 feet</u>	HOLE SIZE <u>6 1/2 in.</u>
DRILLING CONTRACTOR <u>NTI</u>		GROUND WATER LEVELS:	
DRILLING METHOD <u>3 1/4 in H.S.A</u>		AT TIME OF DRILLING <u>--- No Groundwater observed</u>	
LOGGED BY <u>Richard Jett</u>	CHECKED BY <u>Deb Schroeder</u>	AT END OF DRILLING <u>---</u>	
CAVE IN (ft) <u>---</u>	FROST DEPTH (ft) <u>---</u>	AFTER DRILLING <u>---</u>	
NOTES <u>Elevation determined using Trimble GeoXH 6000 (NAD 1983 Minnesota GeoID 12A).</u>			

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
1.3		TOPSOIL (16.0 Inches)	858.7	SS 1	89	2-2-3 (5)						
		CLAYEY SAND, (SC) dark brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)		SS 2	44	2-1-2 (3)		17				37
5.0		SILTY SAND, (SM) brown, fine to coarse grained, moist, trace gravel (Undocumented Fill)	855.0	SS 3	44	2-3-3 (6)						
6.5		POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, loose, trace gravel (Glacial Outwash)	853.5	SS 4	78	5-4-3 (7)						
9.0		NOTE: Driller noted gravel/cobble at 8.0 feet.	851.0	SS 5	67	5-5-6 (11)						
11.5		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	848.5	SS 6	44	8-8-7 (15)		4				10
15.0		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)		SS 7	83	7-7-7 (14)						
19.0		NOTE: Driller noted gravel/cobble at 14.0 feet.	841.0									
20.5		POORLY GRADED SAND, (SP) brown, fine to coarse grained, moist, medium dense, trace gravel (Glacial Outwash)	839.5	SS 8	67	9-8-8 (16)						
Bottom of borehole at 20.5 feet.												

NTI LOG - GENERAL (USE THIS ONE) - NTI-2017-09-14.GDT - 1/22/20 16:25 - R:\RAMSEY\PROJECTS\2019 PROJECTS\PINE BEND RNG FACILITY GEO - 19.MSP 08273.000ENGINEERING REPORTS\GINT\PINE BEND RNG FACILITY.GPJ

Wetland Delineation Report: PID 200330026011, Inver Grove Heights, MN



Prepared for:
Pine Bend RNG, LLC

1 N. Lexington Avenue
White Plains, NY 10601



Prepared by:

WENCK Associates, Inc.
1800 Pioneer Creek Center
Maple Plain, MN 55359
Phone: 763-479-4200
Fax: 763-479-4242

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MAP FIGURES

1. Site Location
2. National Wetlands Inventory
3. MN DNR Public Waters Inventory
4. Dakota County Soil Survey
5. Delineated Wetland
6. Delineated Wetland Detail

APPENDICES

- A Field Data Sheets

1.0 Introduction

Wenck Associates, Inc. (Wenck) staff conducted an onsite wetland delineation for an approximately 62-acre parcel (PID: 200330026011) in Inver Grove Heights, MN (Figure 1). Field work was conducted on October 16, 2018.

1.1 SITE DESCRIPTION

The project area is an undeveloped parcel adjacent to the Pine Bend landfill. Vegetation is unmanaged and consists of wild forbs and grasses, with a woody area in the northwest corner. The site has experienced grading and excavating activities related to operation of the landfill. Much of the property has been disturbed at some point.

Wetlands are defined in the Federal Register (1982) as “areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.”

An area must have 3 elements present to be delineated as a wetland:

- 1) Greater than 50% dominance of hydrophytic plant species.
- 2) A hydric soil substrate.
- 3) Wetland hydrology during the growing season.

2.0 Methods

2.1 ONSITE DETERMINATION

An onsite wetland investigation was conducted by using the on-site methodology set forth in the 1987 USACE Wetlands Delineation Manual (1987 Manual) and the 2010 U.S. Army Corps of Engineers *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region* (Regional Supplement). Potential wetland areas were examined according to guidelines set forth in these documents and wetland boundaries were determined through analysis of the vegetation, soils, and hydrology.

Plant species at both wetland and upland transect points were identified and assigned a wetland indicator status according to the North American Digital Flora: National Wetland Plant List, version 2.4.0 U.S. Army Corps of Engineers, Engineer Research and Development Center, Cold Regions Research and Engineering Laboratory, Hanover, NH, and BONAP, Chapel Hill, NC. (2016). In the text of this report and on the enclosed data forms, the plant indicator status follows the plant's scientific or common name unless a status has not been assigned. According to the 1987 Manual and Regional Supplement, the hydrophytic plant criteria are met when more than 50% of the dominant species within the vegetative strata were assigned an obligate (OBL), facultative wet (FACW), or facultative (FAC) wetland status.

The presence of current wetland hydrology was determined through direct observation of the primary or secondary wetland hydrology indicators as defined in the 1987 Manual and Regional Supplement. The presence of a single primary indicator is sufficient to conclude that wetland hydrology is present. The direct observation of two or more secondary wetland hydrology indicators is required to conclude that wetland hydrology is present.

Hydric soils were determined through use of the Version 8.1, NRCS Field Indicators of Hydric Soils in the United States. Soils were examined and classified by digging soil pits at sample point transects using a Dutch auger. If the soils exhibited indicators of hydric soils as defined by USDA Soil Conservation Service (1994) - a soil that formed under conditions of saturation, flooding or ponding long enough during the growing season to develop anaerobic conditions in the upper part - they were determined to be hydric.

Data sheets were completed for each investigation point and are included in Appendix C. Field-delineated wetland boundaries were recorded using a sub-meter Trimble R1. The GPS data were then used to create the wetland boundary shapefiles in ArcMap as presented in the report figures.

Wetlands are classified in the Results section by their Eggers and Reed, Circular 39, and Cowardin classification systems based on observed field conditions.

3.0 Results

3.1 DESKTOP REVIEW

The National Wetlands Inventory does not show any mapped features within the project area (Figure 2).

The Minnesota DNR Public Waters Inventory does not show any mapped features within the project area (Figure 3).

The Dakota County Soil Survey (Figure 4) indicates that the project area is dominated by 411B Waukegan silt loam, 41B Estherville sandy loam, 1816 Kennebec variant silt loam, and 611 Hawick gravelly sandy loam map units. These indicate a site underlain by sandy outwash with or without a loamy or silty sediment mantle.

3.2 ONSITE DETERMINATION

One wetland basin was delineated within the project area (Figure 5).

Wetland 1

Wetland 1 is a 1.02-acre basin classified by Wenck as:

- Type 1 and Type 2 (Circular 39)
- PEM1B (Cowardin)
- Seasonally Flooded Basin and Fresh (wet) Meadow (Eggers and Reed)

The Type 1 areas were associated with open mudflat areas. The majority of the basin was Type 2.

Two sampling transects were conducted. Wetland point W1-Wet1 featured almost two feet of loamy fill over native hydric soil. Upland point W1-Up1 featured loamy fill to at least 30 inches. Wetland point W1-Wet2 featured six inches of dark brown (10YR 3/2) coarse sandy loam over depleted (10YR 4/2 with redox) coarse sandy loam. Upland point W1-Wet2 featured 19 inches of relatively recent sandy sediment deposit over a non-hydric, sandy native profile.

Vegetation at the first wetland point was dominated by green ash (*Fraxinus pennsylvanica*, FACW), American elm (*Ulmus americana*, FACW) and box elder (*Acer negundo*, FAC). The first upland point was dominated by green ash, raspberry (*Rubus idaeus*, FACU), and giant ragweed (*Ambrosia trifida*, FAC). The second wetland point was dominated entirely by reed canary grass (*Phalaris arundinacea*, FACW). The second upland point was dominated by reed canary grass, Canada thistle (*Cirsium arvense*, FACU), and vetch (*Vicia cracca*, UPL)

Observed primary wetland hydrology indicators included A1 (Standing Water), A2 (High Water Table), and A3 (Saturation).

Wetland 1 looking east/northeast from W1-Wet1



4.0 Conclusion

One wetland was identified within the project area. Activities which impact or potentially impact wetlands or other jurisdictional waters may be regulated by the USACE (under Section 404 of the Clean Water Act), the Local Government Unit administering the Wetland Conservation Act and the Minnesota Department of Natural Resources under the Protected Waters program. No grading or filling in wetland basins or other jurisdictional waters should commence until all necessary permits have been obtained or a finding of no jurisdiction has been obtained from applicable regulatory agencies. This wetland delineation meets the standards and criteria described in the 1987 Manual and Regional Supplement and the results represent the conditions present at the time of the field investigation.

Sincerely,

Wenck Associates, Inc.



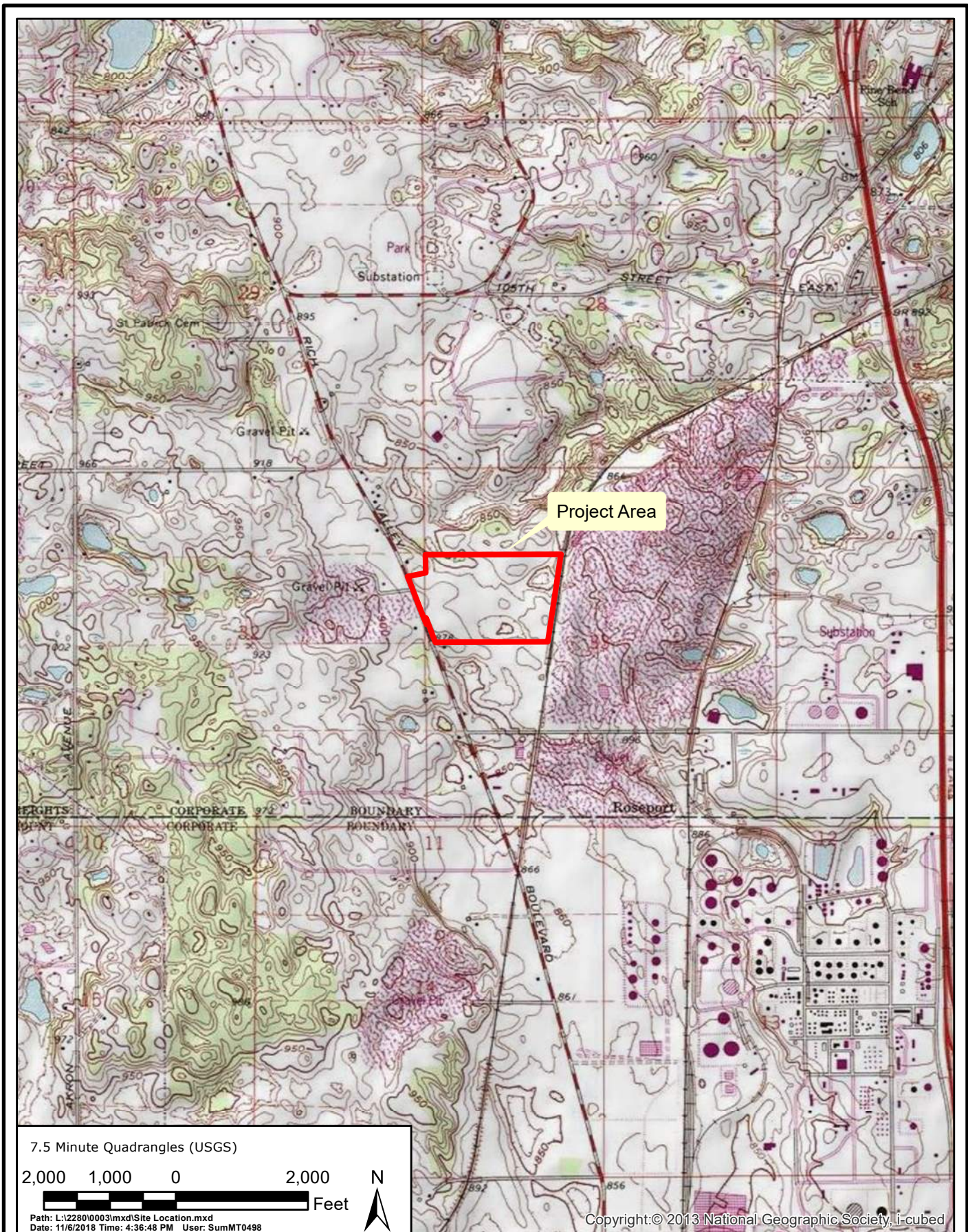
Matthew Summers, PSS #55941
Environmental Scientist

November 19, 2018

Date

Figures

1. Site Location Map
2. National Wetlands Inventory
3. MN DNR Public Waters Inventory
4. Dakota County Soil Survey
5. Delineated Wetlands
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PINE BEND RNG, LLC

Site Location Map



WENCK

Responsive partner. Exceptional outcomes.

NOV 2018

Figure 1

Legend

 Project Area

2014 National Wetland Inventory:

 1 - Seasonally Flooded Basin or Flat



PINE BEND RNG, LLC

National Wetland Inventory



WENCK

Responsive partner. Exceptional outcomes.

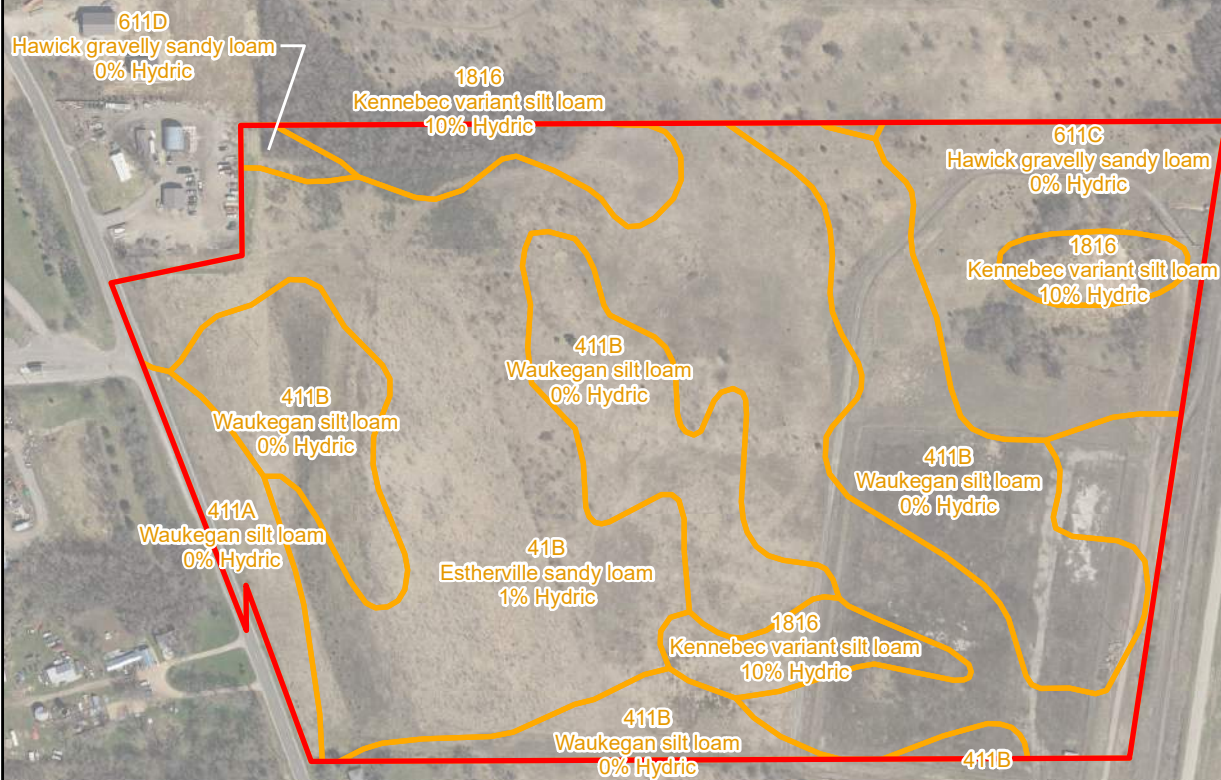
NOV 2018

Figure 2

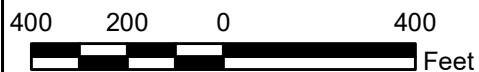


Legend

- Project Area
- Soil Survey Map Unit



2016 Aerial Photograph (Source: MN GEO)
2018 SSURGO Dataset (Source: USDA)



Path: L:\2280\0003\mxd\Soil.mxd
Date: 11/6/2018 Time: 4:47:45 PM User: SumMT0498

PINE BEND RNG, LLC

Dakota County Soil Survey



Responsive partner. Exceptional outcomes.

NOV 2018

Figure 4

Legend

-  Project Area
-  Sample Point
-  Delineated Wetland



PINE BEND RNG, LLC

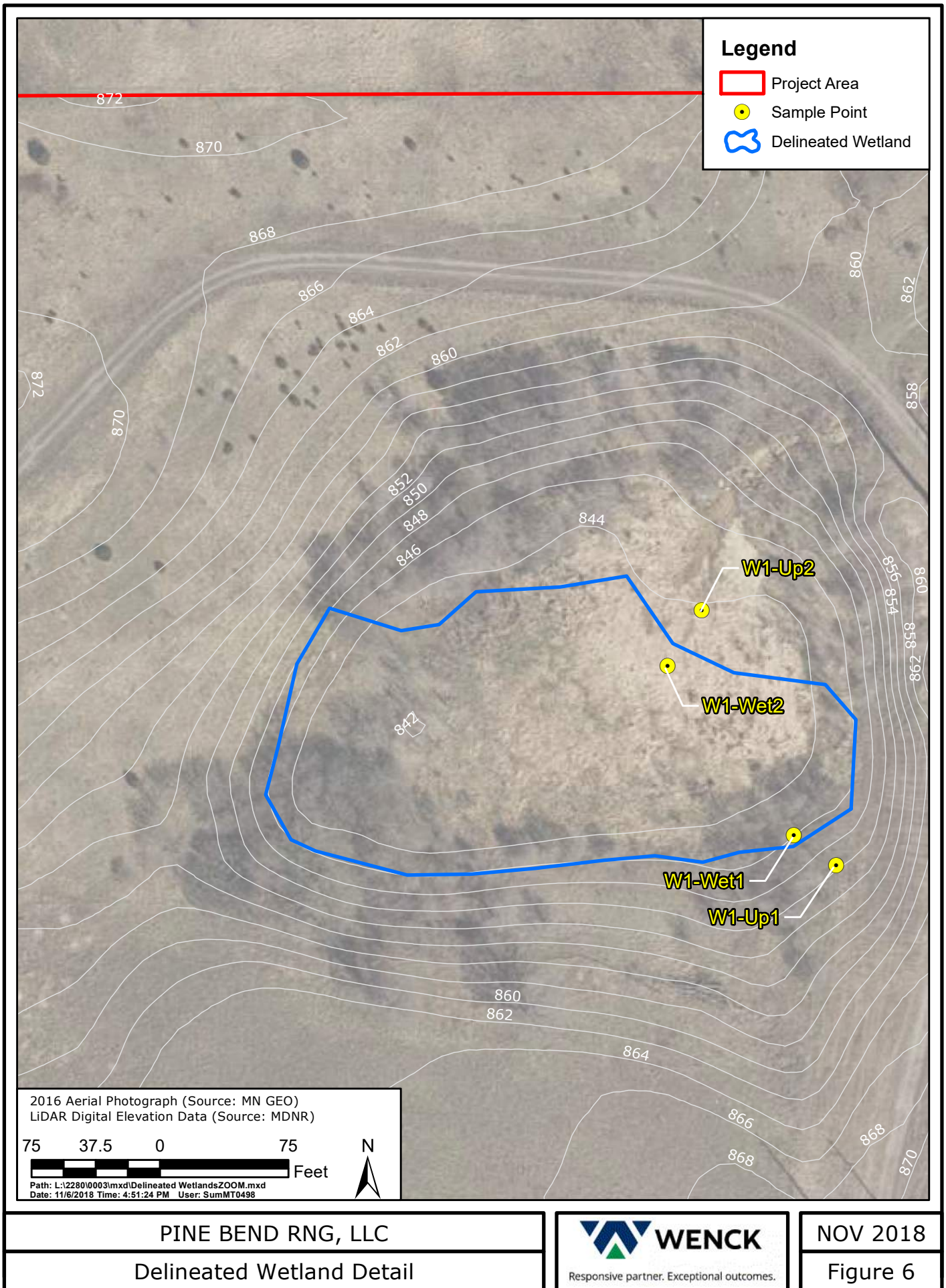
Delineated Wetland



Responsive partner. Exceptional outcomes.

NOV 2018

Figure 5



Field Data Sheets

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Pine Bend West Parcel City/County: Inver Grove Heights Sampling Date: 10/16/18
 Applicant/Owner: Republic Services Pine Bend Landfill State: MN Sampling Point: UPL 1
 Investigator(s): Matthew Summers, Wenck Associates, Inc. Section, Township, Range: S33 T27 R22
 Landform (hillside, terrace, etc.): basin Local relief (concave, convex, none): concave
 Slope (%): - Lat: 44.785690 Long: -93.061421 Datum: NAD83
 Soil Map Unit Name: 41B Estherville sandy loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks:	

VEGETATION – Use scientific names of plants.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Tree Stratum</th> <th style="text-align: center;">(Plot size: <u>30</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum</th> <th style="text-align: center;">(Plot size: <u>15</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Herb Stratum</th> <th style="text-align: center;">(Plot size: <u>5</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td><u>Poa pratensis</u></td><td style="text-align: center;">70</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FAC</td></tr> <tr><td>2.</td><td><u>Solidago canadensis</u></td><td style="text-align: center;">40</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FACU</td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td style="text-align: center;">110</td> <td colspan="2" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Woody Vine Stratum</th> <th style="text-align: center;">(Plot size: <u> </u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table>	Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	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Indicator Status	1.					2.							=Total Cover			Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>2</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>50.0%</u> (A/B) Prevalence Index worksheet: <table style="width: 100%;"> <tr> <td style="text-align: right;">Total % Cover of:</td> <td style="text-align: right;">Multiply by:</td> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>0</u></td> <td>x 2 = <u>0</u></td> </tr> <tr> <td>FAC species <u>70</u></td> <td>x 3 = <u>210</u></td> </tr> <tr> <td>FACU species <u>40</u></td> <td>x 4 = <u>160</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>110</u> (A)</td> <td><u>370</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.36</u></td> </tr> </table> Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0¹ <u> </u> 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation¹ (Explain) ¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic. Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>0</u>	x 2 = <u>0</u>	FAC species <u>70</u>	x 3 = <u>210</u>	FACU species <u>40</u>	x 4 = <u>160</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>110</u> (A)	<u>370</u> (B)	Prevalence Index = B/A = <u>3.36</u>	
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Column Totals: <u>110</u> (A)	<u>370</u> (B)																																																																																																																																																																						
Prevalence Index = B/A = <u>3.36</u>																																																																																																																																																																							
Remarks: (Include photo numbers here or on a separate sheet.) No herbaceous vegetation layer present. Mudflat.																																																																																																																																																																							

SOIL

Sampling Point: UPL 1**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-14	10YR 3/2	100					Loamy/Clayey	clay loam
14-25	10YR 4/3						Loamy/Clayey	sandy clay loam

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators:**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☐ Hydrogen Sulfide (A4)	☐ Dark Surface (S7)
☐ Stratified Layers (A5)	☐ Loamy Mucky Mineral (F1)
☐ 2 cm Muck (A10)	☐ Loamy Gleyed Matrix (F2)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)
☐ 5 cm Mucky Peat or Peat (S3)	☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

☐ Coast Prairie Redox (A16)
☐ Iron-Manganese Masses (F12)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.**Restrictive Layer (if observed):**
 Type: _____
 Depth (inches): _____
Hydric Soil Present? Yes _____ No X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:Primary Indicators (minimum of one is required; check all that apply)

☐ Surface Water (A1)	☐ Water-Stained Leaves (B9)
☐ High Water Table (A2)	☐ Aquatic Fauna (B13)
☐ Saturation (A3)	☐ True Aquatic Plants (B14)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)
☐ Inundation Visible on Aerial Imagery (B7)	☐ Gauge or Well Data (D9)
☐ Sparsely Vegetated Concave Surface (B8)	☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
<u>X</u> Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No <u>X</u>	Depth (inches): _____
Water Table Present?	Yes _____	No <u>X</u>	Depth (inches): _____
Saturation Present?	Yes _____	No <u>X</u>	Depth (inches): _____
(includes capillary fringe)			

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Pine Bend West Parcel City/County: Inver Grove Heights Sampling Date: 10/16/18
 Applicant/Owner: Republic Services Pine Bend Landfill State: MN Sampling Point: W1-Up1
 Investigator(s): Matthew Summers, Wenck Associates, Inc. Section, Township, Range: S33 T27 R22
 Landform (hillside, terrace, etc.): back slope Local relief (concave, convex, none): none
 Slope (%): 15% Lat: 44.785236 Long: -93.057648 Datum: NAD83
 Soil Map Unit Name: 611C Hawick gravelly sandy loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil X, or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Hydric Soil Present? Yes <u> </u> No <u>X</u>	
Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	
Remarks: 30+" of fill material present over native topsoil	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Fraxinus pennsylvanica</u>		<u>10</u>	<u>Yes</u>	<u>FACW</u>
2. <u> </u>		<u> </u>	<u> </u>	<u> </u>
3. <u> </u>		<u> </u>	<u> </u>	<u> </u>
4. <u> </u>		<u> </u>	<u> </u>	<u> </u>
5. <u> </u>		<u> </u>	<u> </u>	<u> </u>
		<u>10</u>	=Total Cover	
Sapling/Shrub Stratum	(Plot size: <u>15</u>)			
1. <u> </u>		<u> </u>	<u> </u>	<u> </u>
2. <u> </u>		<u> </u>	<u> </u>	<u> </u>
3. <u> </u>		<u> </u>	<u> </u>	<u> </u>
4. <u> </u>		<u> </u>	<u> </u>	<u> </u>
5. <u> </u>		<u> </u>	<u> </u>	<u> </u>
		<u> </u>	=Total Cover	
Herb Stratum	(Plot size: <u>5</u>)			
1. <u>Rubus idaeus</u>		<u>60</u>	<u>Yes</u>	<u>FACU</u>
2. <u>Ambrosia trifida</u>		<u>30</u>	<u>Yes</u>	<u>FAC</u>
3. <u> </u>		<u> </u>	<u> </u>	<u> </u>
4. <u> </u>		<u> </u>	<u> </u>	<u> </u>
5. <u> </u>		<u> </u>	<u> </u>	<u> </u>
6. <u> </u>		<u> </u>	<u> </u>	<u> </u>
7. <u> </u>		<u> </u>	<u> </u>	<u> </u>
8. <u> </u>		<u> </u>	<u> </u>	<u> </u>
9. <u> </u>		<u> </u>	<u> </u>	<u> </u>
10. <u> </u>		<u> </u>	<u> </u>	<u> </u>
		<u>90</u>	=Total Cover	
Woody Vine Stratum	(Plot size: <u> </u>)			
1. <u> </u>		<u> </u>	<u> </u>	<u> </u>
2. <u> </u>		<u> </u>	<u> </u>	<u> </u>
		<u> </u>	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 66.7% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>10</u>	x 2 = <u>20</u>
FAC species <u>30</u>	x 3 = <u>90</u>
FACU species <u>60</u>	x 4 = <u>240</u>
UPL species <u>0</u>	x 5 = <u>0</u>
Column Totals: <u>100</u> (A)	<u>350</u> (B)
Prevalence Index = B/A = <u>3.50</u>	

Hydrophytic Vegetation Indicators:

 1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

 3 - Prevalence Index is ≤3.0¹

 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

 Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? Yes X No

Remarks: (Include photo numbers here or on a separate sheet.)
 No herbaceous vegetation layer present. Mudflat.

SOIL

Sampling Point: W1-Up1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-30	10YR 3/2	100					Loamy/Clayey	loamy fill, mixed brown colors

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histosol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Dark Surface (S7) |
| ☐ Stratified Layers (A5) | ☐ Loamy Mucky Mineral (F1) |
| ☐ 2 cm Muck (A10) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Matrix (F3) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Dark Surface (F6) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Depleted Dark Surface (F7) |
| ☐ 5 cm Mucky Peat or Peat (S3) | ☐ Redox Depressions (F8) |

Indicators for Problematic Hydric Soils³:

- ☐ Coast Prairie Redox (A16)
☐ Iron-Manganese Masses (F12)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric Soil Present? Yes _____ No X

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Water-Stained Leaves (B9) |
| ☐ High Water Table (A2) | ☐ Aquatic Fauna (B13) |
| ☐ Saturation (A3) | ☐ True Aquatic Plants (B14) |
| ☐ Water Marks (B1) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Sediment Deposits (B2) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Drift Deposits (B3) | ☐ Presence of Reduced Iron (C4) |
| ☐ Algal Mat or Crust (B4) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Iron Deposits (B5) | ☐ Thin Muck Surface (C7) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Gauge or Well Data (D9) |
| ☐ Sparsely Vegetated Concave Surface (B8) | ☐ Other (Explain in Remarks) |

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present? Yes _____ No X Depth (inches): _____
 Water Table Present? Yes _____ No X Depth (inches): _____
 Saturation Present? Yes _____ No X Depth (inches): _____
 (includes capillary fringe)

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Pine Bend West Parcel City/County: Inver Grove Heights Sampling Date: 10/16/18
 Applicant/Owner: Republic Services Pine Bend Landfill State: MN Sampling Point: W1-Up2
 Investigator(s): Matthew Summers, Wenck Associates, Inc. Section, Township, Range: S33 T27 R22
 Landform (hillside, terrace, etc.): foot slope Local relief (concave, convex, none): none
 Slope (%): 4 Lat: 44.785651 Long: -93.057943 Datum: NAD83
 Soil Map Unit Name: 1816 Kennebec variant silt loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)

Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No

Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u> Hydric Soil Present? Yes <u> </u> No <u>X</u> Wetland Hydrology Present? Yes <u> </u> No <u>X</u>	Is the Sampled Area within a Wetland? Yes <u> </u> No <u>X</u>
Remarks:	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status	Dominance Test worksheet: Number of Dominant Species That Are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across All Strata: <u>3</u> (B) Percent of Dominant Species That Are OBL, FACW, or FAC: <u>33.3%</u> (A/B)																
1.																					
2.																					
3.																					
4.																					
5.																					
		=Total Cover			Prevalence Index worksheet: <table style="width: 100%;"> <tr> <th>Total % Cover of:</th> <th>Multiply by:</th> </tr> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>50</u></td> <td>x 2 = <u>100</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>20</u></td> <td>x 4 = <u>80</u></td> </tr> <tr> <td>UPL species <u>20</u></td> <td>x 5 = <u>100</u></td> </tr> <tr> <td>Column Totals: <u>90</u> (A)</td> <td><u>280</u> (B)</td> </tr> <tr> <td colspan="2">Prevalence Index = B/A = <u>3.11</u></td> </tr> </table>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>50</u>	x 2 = <u>100</u>	FAC species <u>0</u>	x 3 = <u>0</u>	FACU species <u>20</u>	x 4 = <u>80</u>	UPL species <u>20</u>	x 5 = <u>100</u>	Column Totals: <u>90</u> (A)	<u>280</u> (B)	Prevalence Index = B/A = <u>3.11</u>	
Total % Cover of:	Multiply by:																				
OBL species <u>0</u>	x 1 = <u>0</u>																				
FACW species <u>50</u>	x 2 = <u>100</u>																				
FAC species <u>0</u>	x 3 = <u>0</u>																				
FACU species <u>20</u>	x 4 = <u>80</u>																				
UPL species <u>20</u>	x 5 = <u>100</u>																				
Column Totals: <u>90</u> (A)	<u>280</u> (B)																				
Prevalence Index = B/A = <u>3.11</u>																					
		=Total Cover																			
Sapling/Shrub Stratum (Plot size: <u>15</u>)																					
1.																					
2.																					
3.																					
4.																					
5.																					
		=Total Cover																			
Herb Stratum (Plot size: <u>5</u>)																					
1.	<i>Phalaris arundinacea</i>	50	Yes	FACW																	
2.	<i>Cirsium arvense</i>	20	Yes	FACU																	
3.	<i>Vicia cracca</i>	20	Yes	UPL																	
4.																					
5.																					
6.																					
7.																					
8.																					
9.																					
10.																					
		90 =Total Cover																			
Woody Vine Stratum (Plot size: <u> </u>)																					
1.																					
2.																					
		=Total Cover																			
Hydrophytic Vegetation Indicators: <u> </u> 1 - Rapid Test for Hydrophytic Vegetation <u> </u> 2 - Dominance Test is >50% <u> </u> 3 - Prevalence Index is ≤3.0 ¹ <u> </u> 4 - Morphological Adaptations ¹ (Provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic Hydrophytic Vegetation ¹ (Explain) ¹ Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.																					
Hydrophytic Vegetation Present? Yes <u> </u> No <u>X</u>																					
Remarks: (Include photo numbers here or on a separate sheet.) No herbaceous vegetation layer present. Mudflat.																					

SOIL

Sampling Point: W1-Up2**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-19	10YR 4/3	100					Sandy	stratified lfs and fsl
19-30	10YR 3/2	100					Sandy	loamy sand
30-40	10YR 3/2	95	7.5YR 5/6	5	C	M	Loamy/Clayey	sandy loam

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators:**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☐ Hydrogen Sulfide (A4)	☐ Dark Surface (S7)
☐ Stratified Layers (A5)	☐ Loamy Mucky Mineral (F1)
☐ 2 cm Muck (A10)	☐ Loamy Gleyed Matrix (F2)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)
☐ 5 cm Mucky Peat or Peat (S3)	☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

☐ Coast Prairie Redox (A16)
☐ Iron-Manganese Masses (F12)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.**Restrictive Layer (if observed):**
 Type: _____
 Depth (inches): _____
Hydric Soil Present? Yes _____ No X**Remarks:**

Top layer may be sediment delta from gully upslope of basin based on color and stratified layering. There is a lot of recent sandy alluvium leading away from the gully.

HYDROLOGY

Wetland Hydrology Indicators:Primary Indicators (minimum of one is required; check all that apply)

☐ Surface Water (A1)	☐ Water-Stained Leaves (B9)
☐ High Water Table (A2)	☐ Aquatic Fauna (B13)
☐ Saturation (A3)	☐ True Aquatic Plants (B14)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)
☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)
☐ Inundation Visible on Aerial Imagery (B7)	☐ Gauge or Well Data (D9)
☐ Sparsely Vegetated Concave Surface (B8)	☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes _____	No <u>X</u>	Depth (inches): _____
Water Table Present?	Yes _____	No <u>X</u>	Depth (inches): _____
Saturation Present?	Yes <u>X</u>	No _____	Depth (inches): <u>28</u>

(includes capillary fringe)

Wetland Hydrology Present? Yes _____ No X

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Pine Bend West Parcel City/County: Inver Grove Heights Sampling Date: 10/16/18
 Applicant/Owner: Republic Services Pine Bend Landfill State: MN Sampling Point: W1-Wet1
 Investigator(s): Matthew Summers, Wenck Associates, Inc. Section, Township, Range: S33 T27 R22
 Landform (hillside, terrace, etc.): Toe slope Local relief (concave, convex, none): concave
 Slope (%): _____ Lat: 44.785280 Long: -93.057758 Datum: NAD83
 Soil Map Unit Name: 611C Hawick gravelly sandy loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No _____ (If no, explain in Remarks.)
 Are Vegetation _____, Soil X, or Hydrology _____ significantly disturbed? Are "Normal Circumstances" present? Yes X No _____
 Are Vegetation _____, Soil _____, or Hydrology _____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No _____	Is the Sampled Area within a Wetland? Yes <u>X</u> No _____
Hydric Soil Present? Yes <u>X</u> No _____	
Wetland Hydrology Present? Yes <u>X</u> No _____	
Remarks: 23" of fill material present over native topsoil	

VEGETATION – Use scientific names of plants.

Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Fraxinus pennsylvanica</u>		<u>25</u>	<u>Yes</u>	<u>FACW</u>
2. <u>Ulmus americana</u>		<u>25</u>	<u>Yes</u>	<u>FACW</u>
3. <u>Acer negundo</u>		<u>25</u>	<u>Yes</u>	<u>FAC</u>
4. _____				
5. _____				
		<u>75</u>	=Total Cover	

Sapling/Shrub Stratum	(Plot size: <u>15</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
			=Total Cover	

Herb Stratum	(Plot size: <u>5</u>)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				
			=Total Cover	

Woody Vine Stratum	(Plot size: _____)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____				
2. _____				
			=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 3 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.0% (A/B)

Prevalence Index worksheet:

Total % Cover of:	Multiply by:
OBL species <u>0</u>	x 1 = <u>0</u>
FACW species <u>50</u>	x 2 = <u>100</u>
FAC species <u>25</u>	x 3 = <u>75</u>
FACU species <u>0</u>	x 4 = <u>0</u>
UPL species <u>0</u>	x 5 = <u>0</u>
Column Totals: <u>75</u> (A)	<u>175</u> (B)
Prevalence Index = B/A = <u>2.33</u>	

Hydrophytic Vegetation Indicators:

1 - Rapid Test for Hydrophytic Vegetation

X 2 - Dominance Test is >50%

X 3 - Prevalence Index is ≤3.0¹

4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)

Problematic Hydrophytic Vegetation¹ (Explain)

¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present?

Yes X No _____

Remarks: (Include photo numbers here or on a separate sheet.)
 No herbaceous vegetation layer present. Mudflat.

SOIL

Sampling Point: W1-Wet1**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-23	10YR 3/2	98	5YR 5/6	2	C	M	Loamy/Clayey	loamy fill
23-30	10YR 2/1	90	5YR 5/6	10	C	M	Loamy/Clayey	clay loam, original surface horizon

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators:**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☐ Hydrogen Sulfide (A4)	☐ Dark Surface (S7)
☐ Stratified Layers (A5)	☐ Loamy Mucky Mineral (F1)
☐ 2 cm Muck (A10)	☐ Loamy Gleyed Matrix (F2)
☐ Depleted Below Dark Surface (A11)	☐ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)
☐ 5 cm Mucky Peat or Peat (S3)	☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

☐ ? Coast Prairie Redox (A16)
☐ Iron-Manganese Masses (F12)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☒ X Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.**Restrictive Layer (if observed):**
 Type: _____
 Depth (inches): _____
Hydric Soil Present? Yes ☒ No ☐**Remarks:**

Soil likely meets hydric criteria based on landscape position and observed hydrology indicators

HYDROLOGY

Wetland Hydrology Indicators:Primary Indicators (minimum of one is required; check all that apply)

☒ Surface Water (A1)	☐ Water-Stained Leaves (B9)
☒ High Water Table (A2)	☐ Aquatic Fauna (B13)
☐ Saturation (A3)	☐ True Aquatic Plants (B14)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)
☐ Sediment Deposits (B2)	☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Drift Deposits (B3)	☐ Presence of Reduced Iron (C4)
☒ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)
☐ Inundation Visible on Aerial Imagery (B7)	☐ Gauge or Well Data (D9)
☒ X Sparsely Vegetated Concave Surface (B8)	☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ X Geomorphic Position (D2)
☒ X FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ☒	No ☐	Depth (inches): <u>3</u>
Water Table Present?	Yes ☒	No ☐	Depth (inches): <u>0</u>
Saturation Present?	Yes ☒	No ☐	Depth (inches): <u>0</u>
(includes capillary fringe)			

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM – Midwest Region

Project/Site: Pine Bend West Parcel City/County: Inver Grove Heights Sampling Date: 10/16/18
 Applicant/Owner: Republic Services Pine Bend Landfill State: MN Sampling Point: W1-Wet2
 Investigator(s): Matthew Summers, Wenck Associates, Inc. Section, Township, Range: S33 T27 R22
 Landform (hillside, terrace, etc.): basin Local relief (concave, convex, none): none
 Slope (%): - Lat: 44.785561 Long: -93.058024 Datum: NAD83
 Soil Map Unit Name: 1816 Kennebec variant silt loam NWI classification: none

Are climatic / hydrologic conditions on the site typical for this time of year? Yes X No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes X No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u> Hydric Soil Present? Yes <u>X</u> No <u> </u> Wetland Hydrology Present? Yes <u>X</u> No <u> </u>	Is the Sampled Area within a Wetland? Yes <u>X</u> No <u> </u>
Remarks:	

VEGETATION – Use scientific names of plants.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Tree Stratum</th> <th style="text-align: center;">(Plot size: <u>30</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Sapling/Shrub Stratum</th> <th style="text-align: center;">(Plot size: <u>15</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Herb Stratum</th> <th style="text-align: center;">(Plot size: <u>5</u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td><u>Phalaris arundinacea</u></td><td style="text-align: center;">100</td><td style="text-align: center;">Yes</td><td style="text-align: center;">FACW</td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td><td></td><td></td></tr> <tr><td>6.</td><td></td><td></td><td></td><td></td></tr> <tr><td>7.</td><td></td><td></td><td></td><td></td></tr> <tr><td>8.</td><td></td><td></td><td></td><td></td></tr> <tr><td>9.</td><td></td><td></td><td></td><td></td></tr> <tr><td>10.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td style="text-align: center;">100</td> <td colspan="2" style="text-align: right;">=Total Cover</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Woody Vine Stratum</th> <th style="text-align: center;">(Plot size: <u> </u>)</th> <th style="text-align: center;">Absolute % Cover</th> <th style="text-align: center;">Dominant Species?</th> <th style="text-align: center;">Indicator Status</th> </tr> <tr><td>1.</td><td></td><td></td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: right;">=Total Cover</td> </tr> </table>	Tree Stratum	(Plot size: <u>30</u>)	Absolute % Cover	Dominant Species?	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Hydrophytic Vegetation Present? Yes <u>X</u> No <u> </u>	Total % Cover of:	Multiply by:	OBL species <u>0</u>	x 1 = <u>0</u>	FACW species <u>100</u>	x 2 = <u>200</u>	FAC species <u>0</u>	x 3 = <u>0</u>	FACU species <u>0</u>	x 4 = <u>0</u>	UPL species <u>0</u>	x 5 = <u>0</u>	Column Totals: <u>100</u> (A)	<u>200</u> (B)	Prevalence Index = B/A = <u>2.00</u>	
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Remarks: (Include photo numbers here or on a separate sheet.) No herbaceous vegetation layer present. Mudflat.																																																																																																																																																																							

SOIL

Sampling Point: W1-Wet2**Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)**

Depth (inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type ¹	Loc ²		
0-6	10YR 3/2	98	5YR 5/6	2	C	M	Loamy/Clayey	coarse sandy loam, 10% gravel
6-16	10YR 4/2	90	5YR 5/6	10	C	M	Loamy/Clayey	coarse sandy loam, 10% gravel
								too wet to auger past 16"

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.²Location: PL=Pore Lining, M=Matrix.**Hydric Soil Indicators:**

☐ Histosol (A1)	☐ Sandy Gleyed Matrix (S4)
☐ Histic Epipedon (A2)	☐ Sandy Redox (S5)
☐ Black Histic (A3)	☐ Stripped Matrix (S6)
☐ Hydrogen Sulfide (A4)	☐ Dark Surface (S7)
☐ Stratified Layers (A5)	☐ Loamy Mucky Mineral (F1)
☐ 2 cm Muck (A10)	☐ Loamy Gleyed Matrix (F2)
☒ Depleted Below Dark Surface (A11)	☒ Depleted Matrix (F3)
☐ Thick Dark Surface (A12)	☐ Redox Dark Surface (F6)
☐ Sandy Mucky Mineral (S1)	☐ Depleted Dark Surface (F7)
☐ 5 cm Mucky Peat or Peat (S3)	☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils³:

☐ ? Coast Prairie Redox (A16)
☐ Iron-Manganese Masses (F12)
☐ Red Parent Material (F21)
☐ Very Shallow Dark Surface (F22)
☐ Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.**Restrictive Layer (if observed):**
 Type: _____
 Depth (inches): _____
Hydric Soil Present? Yes ☒ No ☐

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:Primary Indicators (minimum of one is required; check all that apply)

☐ Surface Water (A1)	☐ Water-Stained Leaves (B9)
☒ High Water Table (A2)	☐ Aquatic Fauna (B13)
☒ Saturation (A3)	☐ True Aquatic Plants (B14)
☐ Water Marks (B1)	☐ Hydrogen Sulfide Odor (C1)
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☐ Algal Mat or Crust (B4)	☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Iron Deposits (B5)	☐ Thin Muck Surface (C7)
☐ Inundation Visible on Aerial Imagery (B7)	☐ Gauge or Well Data (D9)
☐ Sparsely Vegetated Concave Surface (B8)	☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:

Surface Water Present?	Yes ☐	No ☒	Depth (inches): _____
Water Table Present?	Yes ☒	No ☐	Depth (inches): <u>3</u>
Saturation Present?	Yes ☒	No ☐	Depth (inches): <u>0</u>

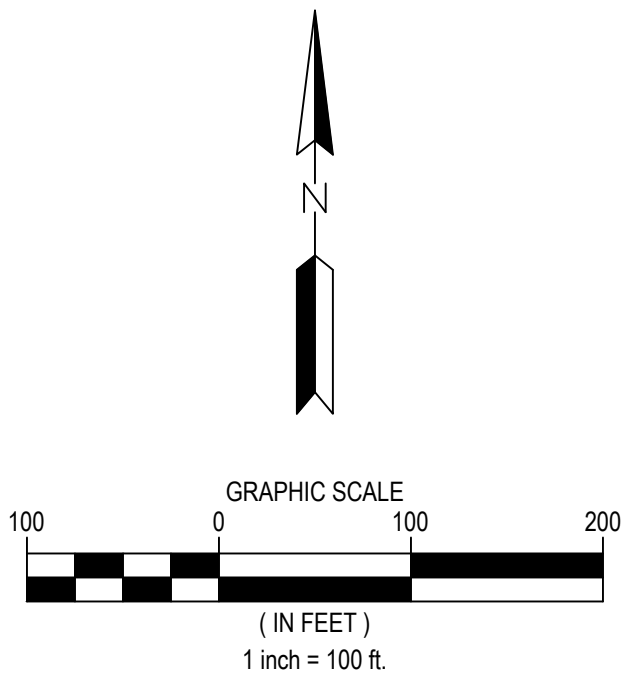
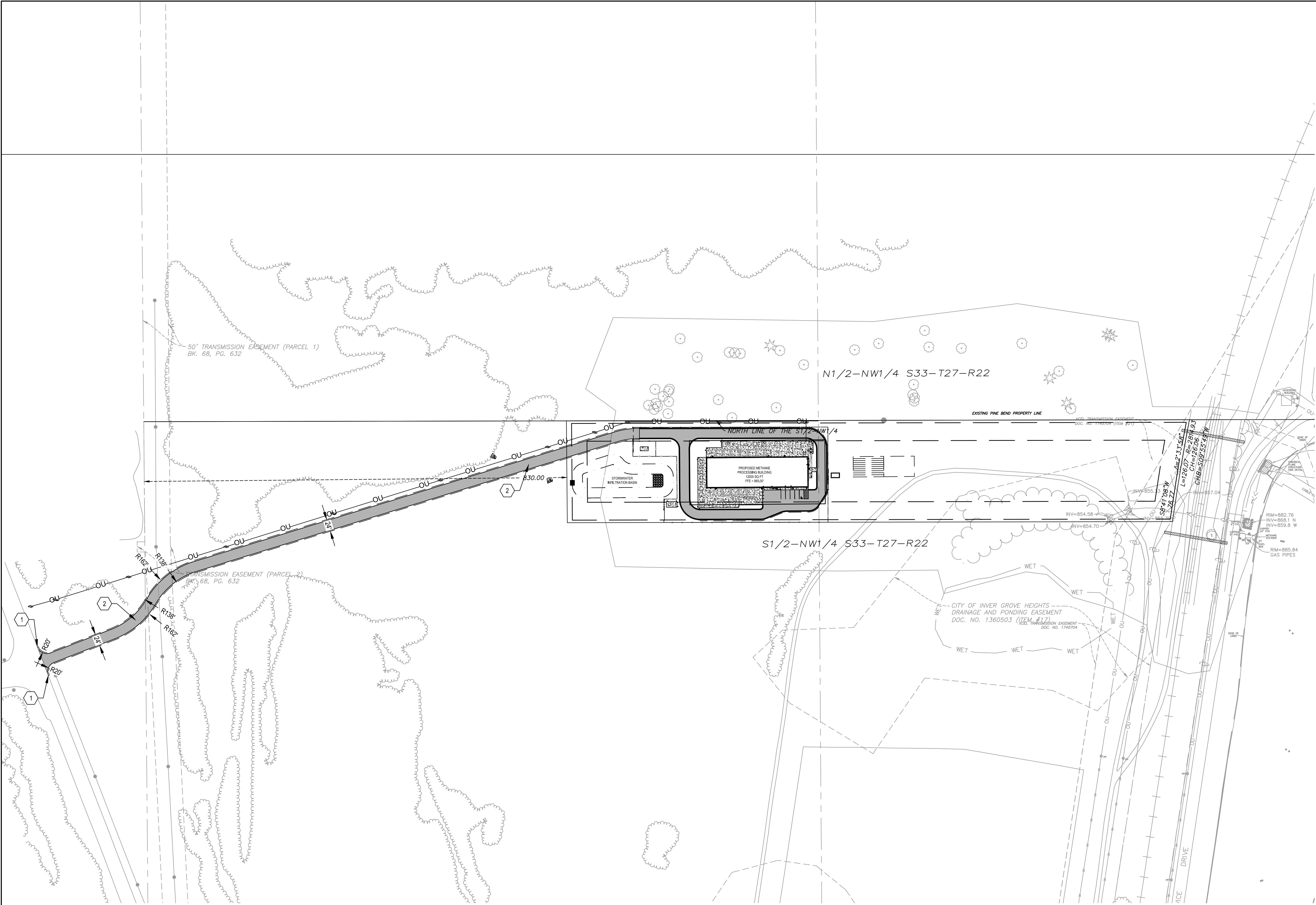
(includes capillary fringe)

Wetland Hydrology Present? Yes ☒ No ☐

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:





LEGEND	
	PROPERTY BOUNDARY
	LOT LINE
	EASEMENT LINE
	SETBACK LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER LINE
	EXISTING EASEMENT LINE
	EXISTING PROPERTY LINE
	CONCRETE PAVEMENT
	BITUMINOUS PAVEMENT
	FENCE
	RETAINING WALL [BY OTHERS]
	CURB AND GUTTER
	PROPOSED PARKING COUNT

- NOTES**
- SEE SHEET C-002 FOR ADDITIONAL PROJECT NOTES.
- KEYNOTES**
- MATCH EXISTING
 - BITUMINOUS PAVEMENT - SEE DETAIL

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG
GOPHER STATE ONE CALL
 TWIN CITY AREA: 651-454-0002
 TOLL FREE 1-800-252-1166

7500 OLSON MEMORIAL HWY
 SUITE 300
 GOLDEN VALLEY, MN 55427
 PHONE: 763-262-6800
 FAX: 952-831-1268
 WWW.WENCK.COM

CLIENT:

www.scsengineers.com

SCS ENGINEERS

FORTISTAR RNG EXPANSION

11300 RICH VALLEY BLVD.
 INVER GROVE HEIGHTS
 DAKOTA COUNTY, MINNESOTA, 55077

PROJECT TITLE	FORTISTAR RNG EXPANSION				
ISSUE NO.	1				
DESCRIPTION	CITY SUBMITTAL				
DATE	12/21/2020				
CERTIFICATION:					
NOT FOR CONSTRUCTION					
PROJECT NO.:		7251-20-500			
DWN BY:	MDH	CHKD BY:	PWS	APPD BY:	JTW
ISSUE DATE: 12/21/2020					
ISSUE NO.: 1					
SHEET TITLE:					
OVERALL SITE PLAN					
SHEET NO.:					
C-101					

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NO	EQUIPMENT DESCRIPTION	P&ID TAG
①	LFG INLET SUMP	N/A
②	BLOWER SKID	
③	BLOWER AFTERCOOLER	
④	DELETED	
⑤	H2S REMOVAL DARCO VESSEL	
⑥	PARTICULATE FILTER	
⑦	CHILLER SKID	
⑧	CHILLER CONDENSER	
⑨	LFG COMPRESSORS (A/B/C)	
⑩	LFG OIL COOLERS (A/B/C)	
⑪	CONDENSATE OWS/TOTE/OIL DRUM	
⑫	AIR LIQUIDE SKID (A)	
⑬	AIR LIQUIDE SKID (B)	
⑭	HIGH PRESSURE AFTERCOOLER	
⑮	AFTERCOOLER DISCHARGE SEPARATOR	
⑯	TRANSFORMERS	N/A
⑰	THERMAL OXIDIZER	
⑱	AIR LIQUIDE ACTIVATED CARBON VESSELS (A/B)	
⑲	NRU FEED TANK	RCV-100
⑳	ARI LIGHT PRODUCT RECEIVER VESSEL	RCV-2100
㉑	ARI PSA VALVE SKID	
㉒	ARI PSA VESSELS (A/B/C/D/E)	
㉓	VACUUM COMPRESSORS (A/B)	
㉔	VACUUM OIL COOLERS (A/B)	
㉕	VACUUM AFTERCOOLER	
㉖	VACUUM SEPARATOR	
㉗	RECYCLE COMPRESSOR	
㉘	RECYCLE OIL COOLER	
㉙	RECYCLE AFTERCOOLER	
㉚	RECYCLE COMPRESSOR SEPARATOR	
㉛	INTERMEDIATE BUFFER VESSEL	
㉜	PARTICULATE FILTER	
㉝	PARTICULATE FILTER	
㉞	ARI HEAVY PRODUCT RECEIVER	RCV-3600
㉟	PRODUCT GAS COMPRESSORS (A/B)	
㊱	PRODUCT GAS OIL COOLERS (A/B)	
㊲	PRODUCT GAS AFTERCOOLERS (A/B)	
㊳	PRODUCT GAS SEPARATORS (A/B)	
㊴	DEHYDRATION VESSEL	
㊵	DEHYDRATION FILTER	
㊶	RESTROOM	N/A
㊷	OFFICE	N/A
㊸	ELECTRICAL EQUIPMENT ROOM	N/A
㊹	PROCESS BAY	N/A
㊺	SHOP/STORAGE ROOM	N/A
㊻	FIRE SPRINKLER RISER	N/A
㊼	EYE WASH/SHOWER STATION	N/A
㊽	AIR COMPRESSORS ROOM	N/A
㊾	HVAC CONDENSER	
㊿	GAS ANALYZER	

GATE

PIPEWAY

PIPEWAY

PLANT BENCH MARK
E: 100'-0" (XXXX)
N: 100'-0" (X)
EL: 100'-0" (XX.00)

NAME:
EXPIRATION DATE:
PROFESSIONAL ENGINEER
LIC. NO.:

3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 428-9544

PROJ. NO:
DSN. BY:

DWN. BY:
CHK. BY:

ACAD FILE:
APP. BY:

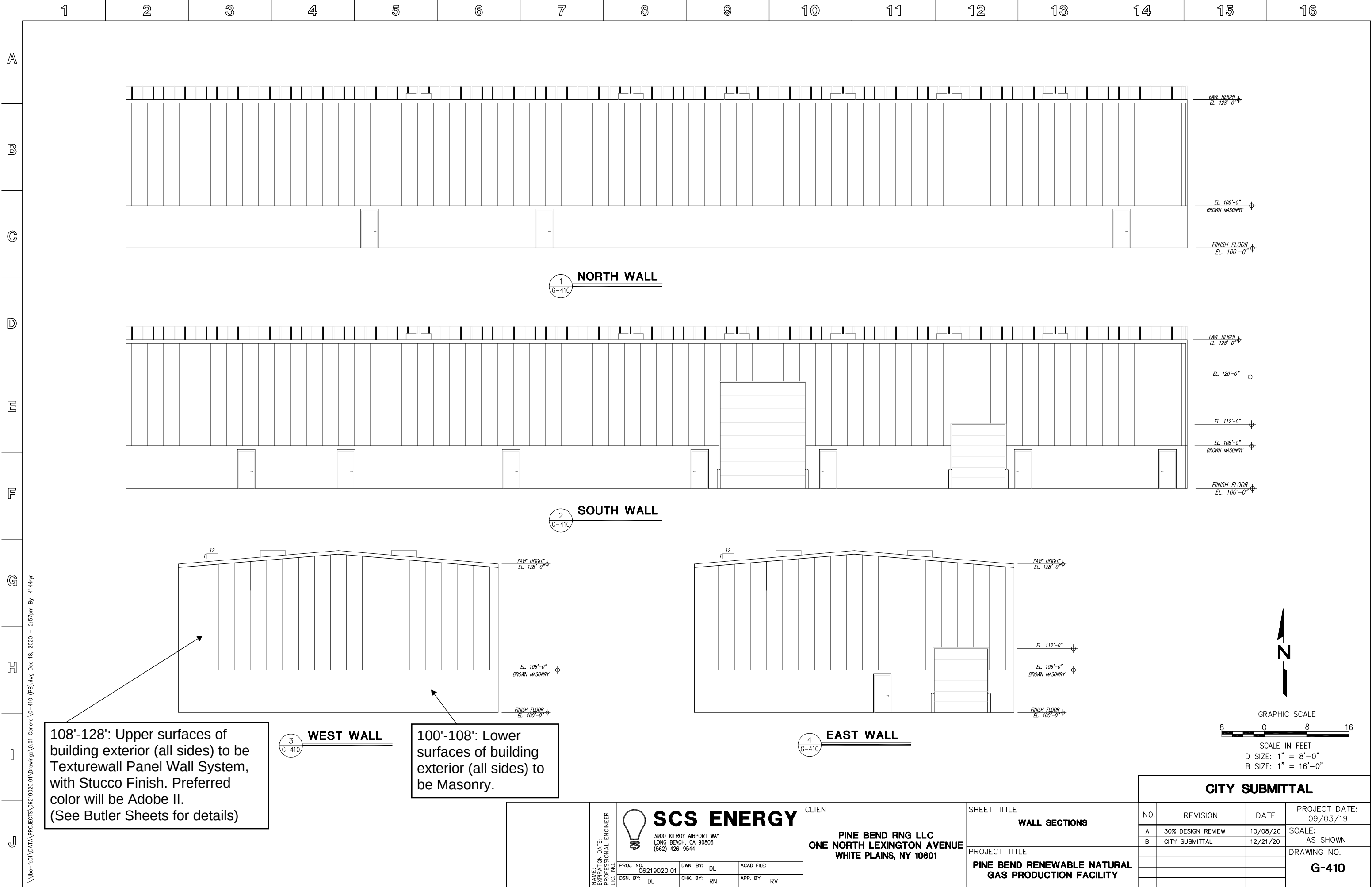
CLIENT
PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10801

SHEET TITLE
GENERAL ARRANGEMENT

PROJECT TITLE
**PINE BEND RENEWABLE NATURAL
GAS PRODUCTION FACILITY**

CITY SUBMITTAL			
NO.	REVISION	DATE	PROJECT DATE: 09/03/19
A	30% DESIGN REVIEW	10/08/20	SCALE: AS SHOWN
B	CITY SUBMITTAL	12/21/20	DRAWING NO. G-100

GRAPHIC SCALE
16 0 16 32
SCALE IN FEET
D SIZE: 1" = 16'-0"
B SIZE: 1" = 32'-0"



1
G-410
NORTH WALL

2
G-410
SOUTH WALL

3
G-410
WEST WALL

4
G-410
EAST WALL

108'-128': Upper surfaces of building exterior (all sides) to be Texturewall Panel Wall System, with Stucco Finish. Preferred color will be Adobe II. (See Butler Sheets for details)

100'-108': Lower surfaces of building exterior (all sides) to be Masonry.

CITY SUBMITTAL				
NO.	REVISION	DATE	PROJECT DATE: 09/03/19	
A	30% DESIGN REVIEW	10/08/20	SCALE: AS SHOWN	
B	CITY SUBMITTAL	12/21/20	DRAWING NO. G-410	

**SCS ENERGY**
3900 KILROY AIRPORT WAY
LONG BEACH, CA 90806
(562) 428-9544

NAME: _____
EXPIRATION DATE: _____
PROFESSIONAL ENGINEER
LIC. NO. _____

PROJ. NO. 06219020.01	DWN. BY: DL	ACAD FILE:
DSN. BY: DL	CHK. BY: RN	APP. BY: RV

CLIENT
**PINE BEND RNG LLC
ONE NORTH LEXINGTON AVENUE
WHITE PLAINS, NY 10801**

SHEET TITLE
WALL SECTIONS

PROJECT TITLE
**PINE BEND RENEWABLE NATURAL
GAS PRODUCTION FACILITY**

INFORMATION ONLY



TEXTUREWALL™ PANEL WALL SYSTEM

Add a classic stucco appearance with lasting durability and enhanced efficiency.

The classic beauty of stucco. The enhanced performance of a Butler® building system. You can add this attractive combination of benefits with the TextureWall™ panel wall system. The textured look of this system makes it particularly ideal in instances where local building ordinances require a masonry or stucco exterior.

Choose the TextureWall system to add the beauty of stucco in applications such as retail centers, churches, recreational and community facilities, and more.

CREATE CLASSIC BEAUTY

The exterior face of the TextureWall system features the Texture-Cote™ finish system—a hard aggregate-fiber-reinforced polymer finish that creates its characteristic stucco appearance. The metal interior face is finished in an attractive, virtually flat finish with a polyester white color that is USDA approved. This can act as a finished interior wall or can be used for the application of other wall materials.

CUSTOMIZE THE LOOK

The rich textured surface of the Texture-Cote finish system is available in four attractive color options. Each is designed to complement other building materials, including Butler wall and roof systems. And with its 42-inch panel width, the TextureWall system creates a stunning monolithic stucco appearance.



Aspen White II



Adobe II

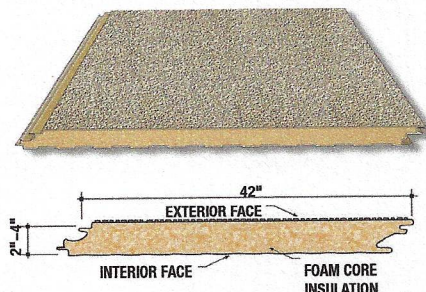


White II



Gray II

Note: Colors shown may vary from actual samples due to variations in the printing process. Colors and color availability subject to change without notice.



ASSURE LASTING DURABILITY

The TextureWall system's durable surface resists the effects of impact, abrasion, and harsh weather. And unlike field-applied finishes that are vulnerable to damp or cold weather during installation, TextureWall panels can be erected in virtually any weather condition.

BUILT-IN ENERGY EFFICIENCY

The TextureWall system's factory-installed foam core insulation and thermal break joint design

deliver excellent energy efficiency, with an R-value from 15 to 32 depending on panel thickness. The factory-applied joint sealant provides a complete wall system weather barrier. Panels are offered in 2- to 4-inch thicknesses.

FAST INSTALLATION

Installation of the Texture-Cote system can be performed from the exterior of the building, which saves time and money.

COMPARE OUR WARRANTY

While many field-applied systems offer a prorated 5-year warranty on the coating material only, Butler stands behind the Texture-Cote finish system with a full 10-year warranty on material and application.

TEXTUREWALL™ PANEL WALL SYSTEM

PANEL-TO-STRUCTURE ATTACHMENT

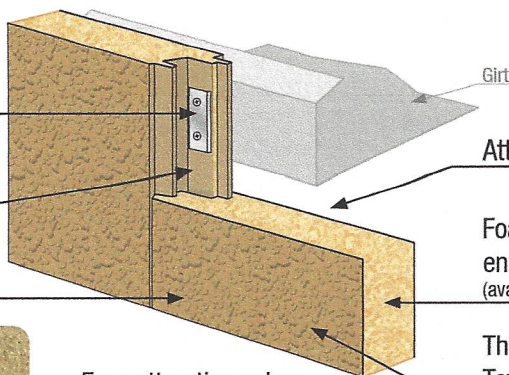
Concealed clip provides easy exterior installation and clean look

Thermal break joint to enhance energy efficiency

The classic textured look of stucco, with a 10-year finish warranty



Four attractive colors



Attractive interior surface

Foam core insulation to enhance energy efficiency (available in 2"-4" thicknesses)

The added durability of the Texture-Cote™ finish system



KEY BENEFITS

- ✓ The classic textured look of stucco satisfies many local building codes requiring masonry or stucco exteriors
- ✓ 10-year finish warranty
- ✓ Can be erected in virtually all weather conditions
- ✓ Foam core insulation and thermal break joint enhance energy efficiency
- ✓ Attractive interior metal panel provides finished look without the need for additional materials
- ✓ The added durability of the Texture-Cote™ finish system
- ✓ Four attractive colors
- ✓ Wide 42" panels create a monolithic appearance



BUTLER OFFERS YOU MORE

Butler Builders provide complete construction services with single-source responsibility

- Reputable professionals with extensive knowledge of local building codes

Maximize your building's performance with a complete Butler® system solution

- Innovative structural, wall, and roof systems
- Precision engineered for seamless integration



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Kansas City, MO
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Form No. 5218 03/17

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Description	Arr. Watts	Lum. Lumens
	6	E	SINGLE	0.900	PEMCO TV2C32X10U41K-P14 PHOTOCELL MOUNT AT 10FT	20.16	2299
	10	WP	SINGLE	0.594	SPECGRADE DELA-100-40K-60-V01GR-WM905-NDIM VIA REMOTE PHOTOCELL MOUNT AT 20FT (LLF ADJUST FOR 100W)	100	14268
	4	WP1	SINGLE	0.900	RAYON T631LED-58-UNV12-T4-BZ-PC2 MOUNT AT 10FT	58.12	6122

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
SITE GROUND	Illuminance	Fc	1.38	30.7	0.0	N.A.	N.A.	



TYPE E



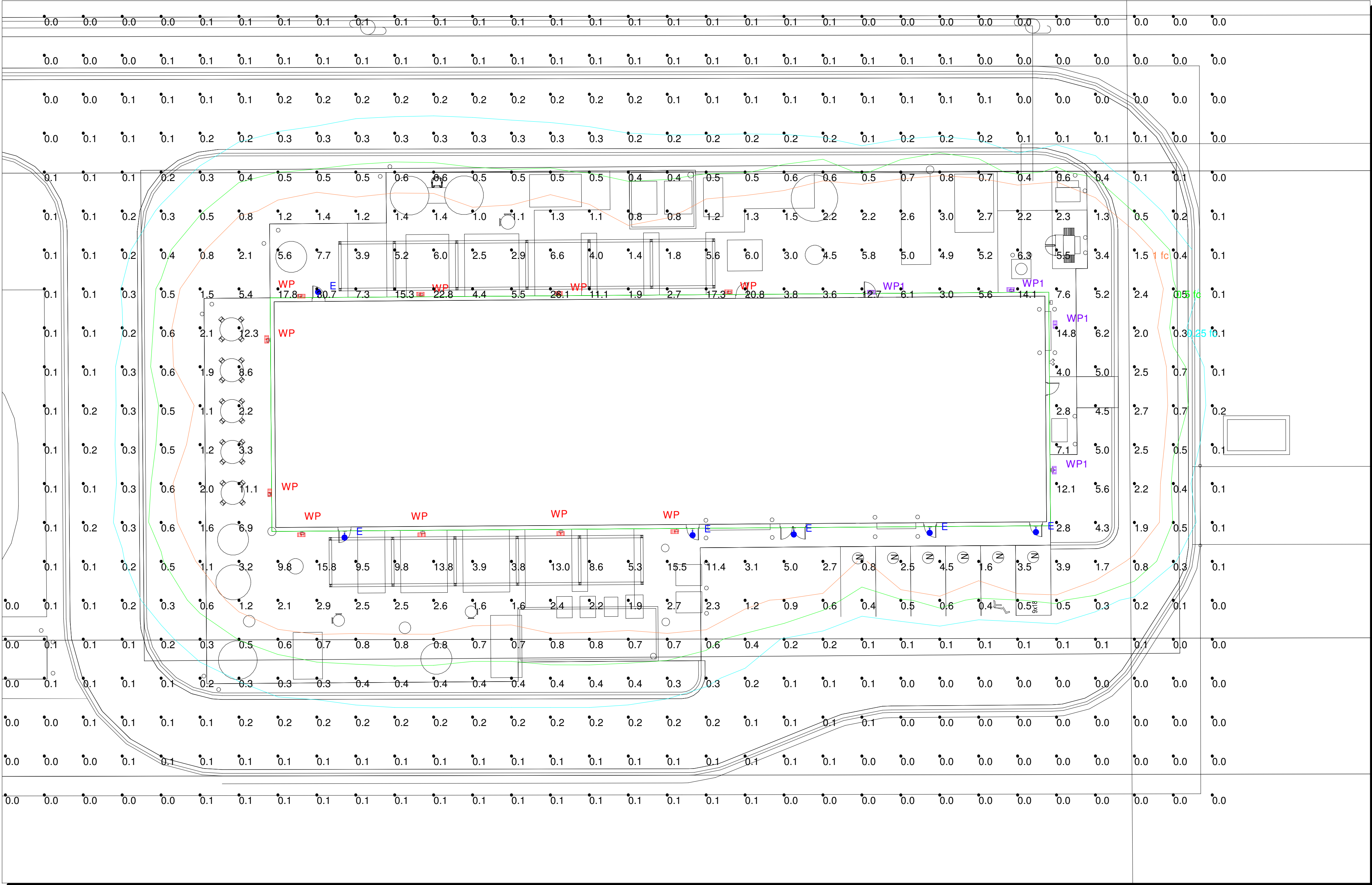
TYPE WP



TYPE WP1

GENERAL NOTES:

- A. PULSE PRODUCTS DOES NOT ASSUME RESPONSIBILITY FOR THE INTERPRETATION OF THIS CALCULATION OR COMPLAINTS TO THE LOCAL, STATE, OR FEDERAL LIGHTNG CODES OR ORDINANCES.
- B. LIGHTING LAYOUT IS NOT INTENDED FOR CONSTRUCTION DOCUMENTS BUT ONLY TO ILLUSTRATE THE PERFORMANCE OF THE PRODUCT.
- C. ALL READINGS/CALCULATIONS SHOWN ARE SHOWN ON OBJECTS/SURFACES.



Plan View
Scale: 1 inch= 16 Ft.



#	Date	Comments

Revisions			

Drawn By: SANDY	RNG EXPANSION
Checked By: JILL	
Date:12/18/2020	
Scale: AS NOTED	INVER GROVE HEIGHTS, MN

**IMPROVEMENT AGREEMENT
RELATING TO PINE BEND RNG LLC
RENEWABLE NATURAL GAS
FACILITY, INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT RELATING TO PINE BEND RNG LLC
RENEWABLE NATURAL GAS FACILITY,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MN**

THIS IMPROVEMENT AGREEMENT RELATING TO PINE BEND RNG LLC RENEWABLE NATURAL GAS FACILITY (Improvement Agreement) is made and entered into on the 12th day of April, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer and Owner identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of the Development Plan approval, the City requires the installation of storm sewer, water main, private septic system, storm water facility improvements and associated vegetation.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

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

WHEREAS, the Developer has filed four (4) complete sets of the Development Plans with the City.

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been submitted to and approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Developer and Owner agree as follows:

ARTICLE 1

DEFINITIONS

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

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

1.3 Developer. "Developer" means BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns.

1.5 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

1.8 Council. "Council" means the Council of the City of Inver Grove Heights.

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

1.10 Director of PWD. "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.11 County. "County" means Dakota County, Minnesota.

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Any applicable Watershed District
- e.) Any applicable Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity having jurisdiction over the Developer Improvements
- h.) Union Pacific Railroad Company

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the 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.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof upon Developer's election to prosecute the Developer Improvements:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;

- 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 Improvement Agreement;
- d.) breach of the Developer Warranties.

1.18 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, pandemics, power or other utility failures, and fires or explosions.

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. 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 Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements as contemplated by this Improvement Agreement. To Developer's knowledge, 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 that would have a material adverse effect on the Subject Property or the Development Plans or the Developer Improvements.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will knowingly contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement 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 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.
- The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the 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.
- H. **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 applicable Developer Improvements may be lawfully constructed.
- I. **Fee Title/Ownership Interest.** BFI Waste Systems of North America, LLC, a Delaware limited liability company, owns fee title to the Subject Property.
- J. **Development Plan Compliance.** To Developer's knowledge, the Development Plans comply with all County, metropolitan, state and federal laws and

regulations, including but not limited to environmental regulations including compliance with variances that have been granted by the City as part of the development approval process.

1.20 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under 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 Improvement Agreement.

1.21 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
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Developer: BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054
Attn: Director, Renewable Energy Development

With Copy to: Pine Bend RNG LLC
One North Lexington Avenue
Suite 1450
White Plains, NY 10601
Attn: Notice Officer

If to Owner: BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Manager

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1 Approval of Development Plans. Subject to the terms and conditions of this Improvement Agreement, the recitals above, and all other applicable City Code provisions, the City hereby approves the Development Plans.

2.2 Recording. This Improvement Agreement shall be recorded with the Dakota County Recorder. No building permits shall be issued unless the Owner shows evidence to the City that this Improvement Agreement has been recorded with the Dakota County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement 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 Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material in accordance with industry standards shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan And Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Owner and Developer agree that the Development Plans depict all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall reasonably determine; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the date stipulated in Exhibit C, the City may declare the Developer in default pursuant to Article 11.

3.4 Area Restoration. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. 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 Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until 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 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 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 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 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 with such approval not to unreasonably withheld, conditioned, or delayed; provided however in no event shall any contractor or engineer selected by Developer who is duly licensed and qualified be rejected without good cause by the Director of PWD.

6.2 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.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work 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 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 three (3) nor more than five (5) 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 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 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 receipt of Formal Notice, the Developer agrees to commence repairs 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 1.18(G) become defective or damaged in the reasonable opinion of the City.

6.5 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 ordinances, City standards and specifications and the Development Plans. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) nor more than five (5) working days, to inspect the Developer Public Improvements and notify the Developer in writing of any Developer Public Improvements that do not so conform and so state therein the deficiency. Upon compliance with this Development Contract and City ordinances, standards and specifications, 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 Section 1.19(G) and except as provided in the following documents between the City and Developer:

- Storm Water Facilities Maintenance Agreement
- Retaining Wall Maintenance Agreement
- Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement).

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 11.

6.6 Engineering Submittals Required. The 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 such ninety (90) day period, the City reserves the right after Formal Notice by the City as stated in Article 11 to have this work done and pay for it with the developer's sureties. The following information is required to be shown 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. Copy of final plat shall be submitted in an electronic format (see item 12).
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond

areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified 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).

12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored 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. 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.

ARTICLE 7

RESPONSIBILITY FOR COSTS

7.1 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.

7.2 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 Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including reasonable engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the City, its employees or agents and provided the City is not in default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer, Owner, and any lessee of the Developer with a lease interest in the Subject Property, shall without duplication 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 or any lessee of the Developer with a lease interest in the Subject Property of the Developer Warranties;
- b.) failure of the Developer or any lessee of the Developer with a lease interest in the Subject Property to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer or any lessee of the Developer with a lease interest in the Subject Property to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer or any lessee of the Developer with a lease interest in the Subject Property to pay contractors, subcontractors, laborers, or materialmen;

- e.) failure by the Developer or any lessee of the Developer with a lease interest in the Subject Property to pay for materials;
- f.) failure by the Developer or any lessee of the Developer with a lease interest in the Subject Property to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) any fires or explosions relating to the energy recovery facility for the generation of renewable natural gas.

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 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. If the default reasonably may require more than thirty (30) days to cure, Developer shall, within the thirty (30) days, provide notice to the City of its intent to cure and a plan to cure. In no event shall such cure take more than 180 days provided the Force Majeure is not continuing. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days (as it may be extended per the prior revision), 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 Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer, subject to the provisions of Section 7.2, shall within thirty (30) days after written billing by the City reimburse the City for any reasonable costs and expenses incurred by the City. .

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement 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.

11.3 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 Improvement Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as reasonably determined by the Director of PWD, resulting from the Developer Default, 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 reasonable costs incurred by the City subject to the rights in Section 7.2 of this Improvement Agreement.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be reasonably acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2023, and further provided that the irrevocable letter of credit

states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2023.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD reasonably determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council which such permission shall not be unreasonably withheld, conditioned or delayed; provided, however, that City agrees to consent to collateral assignments. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement 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.

13.7 Governing Law. This Improvement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

By: _____

Its _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of April, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the North Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County Minnesota, lying east of Dakota County Highway Number 5 and west of the Chicago Rock Island and Pacific Railway Company right-of-way.

And

That part of the North Half of the Southwest Quarter of Section 33, Township 27, Range 22, Dakota County, Minnesota, lying easterly of the centerline of Rich Valley Boulevard described as commencing at the southwest corner of said North Half of the Southwest Quarter of Section 33; thence North 89 degrees 55 minutes 51 seconds East, assumed bearing, along the south line of said North Half of the Southwest Quarter of Section 33, a distance of 571.9 feet to the center line of said Rich Valley Boulevard; thence North 20 degrees 32 minutes 45 seconds West, along said centerline a distance of 165.35 feet to the point of beginning of the land to be described; thence continuing North 20 degrees 32 minutes 45 seconds West, along said centerline, a distance of 160.0 feet; thence North 69 degrees 27 minutes 15 seconds East a distance of 33.00 feet to the east line of said Rich Valley Boulevard; thence South 20 degrees 32 minutes 45 seconds East, along said east line of Rich Valley Boulevard, a distance of 160.00 feet; thence South 69 degrees 27 minutes 15 seconds West a distance of 33.00 feet to the point of beginning;

And

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, Dakota County, Minnesota, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South One Half of the Northwest Quarter Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the centerline of S.A.R. #71.[NTD: Subject to continuing review]

EXHIBIT B
LIST OF DEVELOPMENT PLANS

The following list comprises the Development Plans titled “Preliminary Site Construction Plans for Fortistar RNG Expansion (March 2021) prepared by Wenck and dated March 23, 2021 containing the following 27 sheets:

G-001 COVER SHEET

G-002 GENERAL NOTES

G-003 GENERAL NOTES

G-004 GENERAL NOTES

G-005 EXISTING CONDITIONS

C-001 REMOVALS AND PRECONSTRUCTION EROSION CONTROL PLAN

C-101 OVERALL SITE PLAN

C-102 ENLARGED SITE PLAN

C-201 OVERALL POST-CONSTRUCTION STABILIZATION PLAN

C-202 ENLARGED POST-CONSTRUCTION STABILIZATION PLAN

C-203 SWPPP

C-301 ENLARGED GRADING PLAN

C-302 ENTRANCE ROAD PLAN & PROFILE (WEST)

C-303 ENTRANCE ROAD PLAN & PROFILE (EAST)

C-401 OVERALL UTILITY PLAN

C-402 PUBLIC WATERMAIN PLAN & PROFILE (0+00 TO 8+75)

C-403 PUBLIC WATERMAIN PLAN & PROFILE (8+75 TO 14+50)

C-404 PRIVATE FIRE WATERMAIN PLAN & PROFILE (0+00 TO 5+36)

C-405 PRIVATE DOMESTIC WATERMAIN PLAN & PROFILE (0+00 TO 0+98)

C-406 RAILROAD CROSSING PLAN & PROFILE (14+50 TO 17+50)

C-501 STORM SEWER PLAN

C-801 DETAILS

C-802 DETAILS

C-803 DETAILS

C-804 DETAILS

C-805 DETAILS

L-101 WEST LANDSCAPE PLAN

L-102 EAST LANDSCAPE PLAN

L-801 LANDSCAPE NOTES & DETAILS

The above-listed Development Plans were approved (with conditions as noted) and stamped by the City Engineer on March 26, 2021. The Development Plans also include compliance by the Developer with the conditions set forth in the following correspondences and reports (collectively the “City Engineer Memos”):

1. Memo from City Engineering Department dated January 11, 2021;
2. Memo from City Engineering Department dated February 11, 2021;
3. Memo from Barr Engineering to the City Engineer dated January 12, 2021;
4. Memo from Stantec to the City Engineer dated January 26, 2021;
5. Memo prepared by Wenck dated February 12, 2021 related to stormwater.
6. Memo prepared by Wenck dated March 23, 2021 related to the Storm Water Facilities Operations and Maintenance Manual.
7. Stormwater Pollution Prevention Plan prepared by Wenk dated March 2021.
8. Memo from City Engineering Department dated March 29, 2021;
9. Memo from Barr Engineering to the City Engineer dated March 31, 2021.

The City Engineer Memos are on file with the City. The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the Developer Improvements.

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	grading and drainage
X	12-31-2021, or prior to issuance of certificate , of occupancy, whichever occurs first	storm water facility improvements (including existing infiltration pond, private storm sewer, pipes, mains, and culverts)
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	private water system improvements
X PUBLIC	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	public water main improvements
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	private septic system
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	private water service lines
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	retaining walls
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	private drive and parking areas

X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	vegetation associated with storm water facility improvements
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	construction debris clean-up

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before construction begins on the Subject Property, all the following conditions must be satisfied:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
 - e.) Final Development Plans and a final Operations and Maintenance Plan for the storm water facilities shall be submitted to the City and approved by the City Engineer.
 - f.) Developer and/or Owner must execute the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Retaining Wall Maintenance Agreement
 - Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement)
- The form of the documents are subject to the approval of the City Attorney and the Director of PWD.
- g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.
- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2021, OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2021, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
- b.) Intentionall Omitted. [See item 3 k below.]
- 3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2021, OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2021, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraphs 1 and 2 of this Exhibit D have been met.
- b.) The public water main shall be installed and approved by the City per the plan approved by the City.
- c.) All storm water facility improvements must be completed and approved by the City Engineer.
- d.) Water service lines and private water system improvements shall be completed.
- e.) The private septic system shall be installed.
- f.) All vegetation associated with the storm water facility improvements must be completed.
- g.) Certified as-builts shall be submitted to the City.
- h.) The curb and paving for the driveway and parking areas shall be completed.
- i.) Retaining walls shall be installed.
- j.) Pursuant to paragraph 8 of this Exhibit D, Owner shall have executed the following easement documents with respect to the Subject Property:
- Permanent Drainage, Utility and Water Main Easement Agreement
 - Permanent Drainage and Utility Easement (perimeter easements)
 - Permanent Drainage, Utility and Storm Water Easement Agreement (for public storm water conveyance routes)
- k.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

The above-listed easement documents shall be prepared by the City Attorney.

- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including 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.) **PERMITS.** Owner is responsible to obtain all necessary permits for construction of the Developer Improvements on the Subject Property including, but not limited to, the following:
- Mn/DOT – drainage permit; permit to work on Mn/DOT ROW; and sign restrictions
 - MPCA – NPDES General Stormwater permit
 - MN Department of Health – permit for the water main extension
 - CITY Building Department permits for the building, sewer and water services
 - Union Pacific Railroad, if necessary
- 6.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the Subject Property shall comply with the following (Erosion Control Forms):
- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
 - b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
 - c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
 - d. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.
- The Erosion Control Forms are on file with the City. The Owner must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the City) when a building permit is obtained.
- 7.) **RETAINING WALL REQUIRMENTS.** Prior to the City issuing a certificate of occupancy for the Subject Property, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.
- 8.) **EASEMENT AGREEMENT DOCUMENTS FOR SUBJECT PROPERTY.** As part of the Development Plan approval process, the City is requiring several easements from the Owner with respect to the Subject Property. Because the legal descriptions and

depictions of the easements will not be prepared as of the date of this Improvement Agreement, the City is allowing Owner to proceed with construction of the Developer Improvements with the understanding and mutual agreement that the Owner will provide the legal descriptions and depictions of the easements to the City as soon as possible. The City will prepare the following easement agreements:

- Permanent Drainage, Utility and Water Main Easement Agreement
- Permanent Drainage and Utility Easement (perimeter easements)
- Permanent Drainage, Utility and Storm Water Easement Agreement (for public storm water conveyance routes)

The Owner agrees to provide signed copies of the above-listed easement agreements. The signed originals must be provided to the City before a certificate of occupancy is issued for the building to be constructed on the Subject Property. The Owner acknowledges that the City will not issue a certificate of occupancy for the Subject Property until the original signed easement agreements are provided to the City. The Owner agrees to work with the City to record the easements agreements with the Dakota County Recorder.

The easement routes made the subject of this paragraph 8 are depicted on the Development Plans filed and approved by the City.

- 9.) **FUTURE EASEMENTS.** It is contemplated that 117th Street will be redesigned and reconstructed. When the modified design of 117th Street is approved by the City, the Owner shall grant the City a 20 foot wide drainage and utility easement adjacent to the redesigned north right-of-way line of 117th Street and at such time the Owner shall also grant the City a 20 foot wide drainage and utility easement adjacent to the east right-of-way line of Rich Valley Boulevard. These easements shall be granted to the City at no expense to the City. The legal descriptions for these future easements shall be prepared by the City and the easement documents shall be prepared by the City Attorney.
- 10.) **CERTIFIED MERGER AND ENTITY CHANGE DOCUMENTS ESTABLISHING CURRENT FEE OWNERSHIP OF SUBJECT PROPERTY.** Owner shall provide the City with a certified copy of the merger and conversion documents from the Minnesota Secretary of State and Delaware Secretary of State showing the merger of Pine Bend Landfill, Inc., a Minnesota corporation with BFI Waste Systems of North America, Inc., a Delaware corporation with BFI Waste Systems of North America, Inc. as the surviving entity. Owner shall also provide the City with a certified copy of the entity change document from the Delaware Secretary of State showing BFI Waste Systems of North America, Inc. changed and converted to BFI Waste Systems of North America, LLC. The certified documents must be recorded with the Dakota County Recorder prior to the recording of the documents listed in paragraph 1(f) of this Exhibit D.
- 11.) **CONDITIONAL USE PERMIT AND AMENDMENT TO NCUC.** The City shall prepare the following land use approval documents for the Subject Property:

- Resolution Approving a Conditional Use Permit for the Subject Property to allow a renewable natural gas facility as a conditional use on the Subject Property
- Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill to allow the renewable natural gas facility made the subject of the Conditional Use Permit

The above resolutions shall be prepared by the City for consideration and approval by the City Council in conjunction with the approval of this Improvement Agreement. A certified copy of each of the above resolutions will be recorded with the Dakota County Recorder against the Subject Property.

- 12.) **PRIVATE FIRE VALVES.** All vales in the private fire protection system past the fire pump house must be yard post indicating valves.

EXHIBIT E
ESCROW CALCULATION
DEVELOPER IMPROVEMENTS

1.)	Site Grading and Retaining Wall	\$396,000
2.)	Erosion Control and Restoration	\$53,000
3.)	Watermain (Public & Private)	\$291,000
4.)	Stormwater Facility Improvements (Drainage)	\$165,000
5.)	Septic System	\$15,000
6.)	Private drive and parking areas (Roadway Improvements)	\$222,000
7.)	General and As-built Record Plans	\$75,000
8.)	Removals	\$6,000
9.)	Landscaping/Site Improvements (Vegetation)	\$75,610
SUBTOTAL		\$1,298,610
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$1,623,263

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$20,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks. If a written request is provided to the City by the Developer, then the City shall provide the Developer within ten (10) days of the request, a detailed accounting of the amount charged to such account in the prior month together with the remaining balance of the Engineering Escrow Amount.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the vegetation has been established, to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or vegetation exceed the initially deposited \$20,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$20,000 Engineering Escrow Amount stated above, Developer shall also deposit \$3,000 in cash with the City (hereafter “Vegetation Escrow Amount”) to ensure the vegetation installed within and around the storm water facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the storm water facilities on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the storm water facilities exceeds the initially deposited \$3,000 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

Barr Engineering Escrow Amount

In addition to the requirements set forth above, Developer has escrowed with the City the sum of \$4,500 to be used by the City to pay Barr Engineering for stormwater management review, analysis and calculations.

Stantec Engineering Escrow Amount

In addition to the requirements set forth above, Developer has escrowed with the City the sum of \$2,000 to be used by the City to pay Stantec for water main modeling.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT
RELATING TO PINE BEND RNG LLC
RENEWABLE NATURAL GAS FACILITY,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT (Agreement) is made this 12th day of April, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and BFI Waste Systems of North America, LLC, a Delaware 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 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

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

That certain Permanent Drainage and Utility Easement (for perimeter easement purposes) dated April 26, 2021 recorded as Dakota County Document No. _____ together with the Permanent Drainage, Utility and Watermain Easement dated April 26, 2021, recorded as Dakota County Document No. _____.

1.5 Landowner. “Landowner” means BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its assigns and successors in interest with respect to the Subject Land.

1.6 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: BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Manager

With Copy to: Pine Bend RNG LLC
One North Lexington Avenue
Suite 1450
White Plains, NY 10601
Attn: Notice Officer

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.

1.7 Landowner Improvements. “Landowner Improvements” means the retaining walls, private paved drive lanes and concrete curb to be constructed on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future trails, existing and future 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 lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means collectively the plans titled “Preliminary Site Construction Plans for Fortistar RNG Expansion (March 2021) prepared by Wenck and dated March 23, 2021 containing 27 sheets and conditionally approved by the City on March 26, 2021. The Construction Plan is on file with the City.

1.10 City Utility Costs. "City Utility Costs" means all direct and reasonable 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 and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. 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 all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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.

1.12 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 independent contractors or engineers.

1.13 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, pandemics, power or other utility failures, and fires or explosions.

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 on the Subject Land. The City owns the City Easement. The City Easement Improvements are 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 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 be constructed within the City Easement 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 and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- 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.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS 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 construct the Landowner Improvements within the City Easement. The Landowner Improvements shall be constructed at the location specified in the Construction Plan.

The Landowner shall not place any other structures, irrigation systems or buildings within the City Easement except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for 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 are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees 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 and the City shall have no liability to the Landowner for such events unless the City, its employees, contractors or agents are negligent in use of the City Easement. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

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

The City may require the Landowner to 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 tasks, and such non-performance is not due to an event of Force Majeure, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's actual and reasonable costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days from the receipt of the Formal Notice to commence performance of the tasks which shall be prosecuted by the Landlord in a diligent manner, weather permitting. If the Landowner has not completed the work within a reasonable time period given the scope of the work, then the City may proceed to perform the tasks. Once the City's actual and reasonable costs and expenses have been determined by the City, the City shall send an invoice containing sufficient detail for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of receipt 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 Sections 3.6 relating to a thirty (30) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such advanced Formal Notice if the City's engineer reasonably determines that an emergency condition exists which threatens the public health and safety of the community. In such instance, the City, without giving Formal Notice to the Landowner, may perform so much of the work to ameliorate the immediate threat and in such case the Landowner shall reimburse the City for the actual and reasonable 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 containing sufficient detail in support of 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. In the event the City performs any work pursuant to this Section 3.6, the City shall within three (3) business days thereafter provide the Landlord with written notice

of the basis for the declaration of the emergency determination and the scope of the work performed.

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 thirty (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, 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, removal and relocation 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 thirty (30) days from the receipt of the Formal Notice to commence making the modifications which shall be prosecuted by the Landlord in a diligent manner, weather permitting. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's actual and reasonable 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 receipt 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 usual and customary charges on 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. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the City, its employee or agents and provided the City is not in default under this Agreement with respect to the particular matter causing the claim, loss or damage, 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 reasonable 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.) Construction 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 for 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: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

By: _____

Its _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of April, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

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

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South one Half of the Northwest Quarter of Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the center line of S.A.R. #71.

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
PINE BEND RNG LLC RENEWABLE NATURAL GAS FACILITY,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT (hereafter referred to as “Agreement”) is made, entered into and effective this 12th day of April, 2020, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and BFI Waste Systems of North America LLC, a Delaware limited liability company (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent currently located within the Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means collectively the plans titled “Preliminary Site Construction Plans for Fortistar RNG Expansion (March 2021) prepared by Wenck and dated March 23, 2021 containing 27 sheets and conditionally approved by the City on March 26, 2021. The Retaining Wall Construction Plan is on file with the City.

1.6 Lot. “Lot” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

1.10 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, pandemics, power or other utility failures, and fires or explosions.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Lot Owner to begin the Developer Improvements identified in the Improvement Agreement between the parties dated April 12, 2021, if Lot Owner executes this Retaining Wall Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Lot Owner and the City acknowledge and agree that the Retaining Wall Facilities will be constructed and installed in a manner acceptable to the City and at the sole expense of Lot Owner.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency condition exists as reasonably determined by the DWP, and such non-performance by the Responsible Owner is not due to an event of Force Majeure, 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 reasonable costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or such longer time as DPW may allow under the terms of Section 3.7 of this Agreement, 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 Retaining Wall Facilities are located to perform such work. The City shall charge all reasonable costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within 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.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot 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 Lot.

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the City, its employees or agents and provided the City is not in default under this Agreement with respect to the particular matter causing the claim, loss or damage, the 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 Retaining Wall Facilities.
- d.) construction of the existing Retaining Wall Facilities.

3.12 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 Compliance with Development Contract. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

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 Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

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. Lot 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Lot Owner: BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054
Attn: General Manager

With Copy to: Pine Bend RNG LLC
One North Lexington Avenue
Suite 1450
White Plains, NY 10601
Attn: Notice Officer

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, Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LOT OWNER:
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

By: _____

Its _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of April, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South one Half of the Northwest Quarter of Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the center line of S.A.R. #71.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
RELATED TO PINE BEND RNG LLC RENEWABLE NATURAL GAS FACILITY
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and BFI Waste Systems of North America, LLC, a Delaware 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 BFI Waste Systems of North America, LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the Subject Property and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Subject Property:

Any existing or future infiltration basin, stormwater pond, private storm sewer, stormwater piping, culverts, catch basins, drainage paths, sump manholes and related stormwater appurtenances lying within the Subject Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means collectively the plans titled “Preliminary Site Construction Plans for Fortistar RNG Expansion (March 2021) prepared by Wenck and dated March 23, 2021 containing 27 sheets and conditionally approved by the City on March 26, 2021. The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes the Stormwater Pollution Prevention Plan prepared by Wenck dated March 2021 as well as the Operations and Maintenance Manual prepared by Wenck attached as **Exhibit B**.

The Storm Water Facility Plan also includes the Fortistar RNG Expansion Stormwater Memo dated February 12, 2021, on file with the City.

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 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, pandemics, power or other utility failures, and fires or explosions.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property.

Recital No. 2. Landowner has requested that the City approve development plans in connection with the construction of a renewable natural gas facility on the Subject Property.

Recital No. 3. The Storm Water Facilities are located on the Subject Property.

Recital No. 4. The City is willing to approve the development plans in connection with the Subject Property 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.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to December 31, 2021, or prior to issuance of a certificate of occupancy for the Subject Property, whichever occurs first, 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 Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the 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 **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water

Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. 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.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. 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.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency condition exists as reasonably determined by the DPW, and such non-performance by the Responsible Owner is not due to an event of Force Majeure, 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 reasonable costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or such longer time as DPW may allow under the terms of 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 reasonable costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance.

The Responsible Owner shall make payment directly to the City within 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. If payment is not made under Section 3.5 by the Responsible Owner, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the Subject Property; 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.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter the Subject Property and the public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the City, its employees or agents and provided the City is not in default under this Agreement with respect to the particular matter causing the claim, loss or damage, the 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 Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions set forth in the Improvement Agreement between the City and Landowner are met, the City will approve the development plans for the Subject Property.

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 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 Responsible Owner in the Subject Property acquired by Responsible Owner after the execution date of this Agreement or after the recording date of this Agreement.

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. 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner:

BFI Waste Systems of North America, LLC
18500 North Allied Way
Phoenix, AZ 85054

With Copy to:

Pine Bend RNG LLC
One North Lexington Avenue
Suite 1450
White Plains, NY 10601
Attn: Office of General Counsel

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF City and Landowner have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
BFI WASTE SYSTEMS OF NORTH AMERICA, LLC**

By: _____

Its _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of April, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and that the foregoing instrument was executed on behalf of BFI Waste Systems of North America, LLC by authority of its governing body.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South one Half of the Northwest Quarter of Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the center line of S.A.R. #71.

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN



Memo

To: Allen Hunt Fortistar Methane	From: Lu Zhang, PhD, EIT Brian Kallio, PE (MN)
File: B007251-20-500	Date: March 23, 2021

Reference: Fortistar RNG Expansion Infiltration Basin O&M Manual

1. Infiltration Basin

Infiltration Basin Operations

Infiltration basin captures stormwater runoff into shallow depression systems and temporarily stores stormwater before allowing it to infiltrate into the soil. The infiltration practice is established at sites with naturally permeable soils and an adequate distance to seasonally high groundwater table, bedrock or other impermeable layers. The infiltration basin has a primary outlet that discharges water into the roadside swale and ultimately into the ravine to the north of the project site. The basin also has drain tiles to help meet the drawdown time of 48 hours.

Infiltration Basin Inspection

Infiltration basin is recommended to be inspected monthly during growing season (March-November) and once during frozen condition (December-February). Inspection is also recommended 48 hours after major rainfall events greater than 2 in.

The inspection items shall include:

- Accumulation of any sediment, debris and floatables in the infiltration basin, in the rip rap basin, or at the inlets and outlet of the infiltration basin
- Damage of the filter fabric, riprap at the energy dissipation structure
- Growth of weeds, unwanted vegetation, invasive plants and woody vegetation
- Growth condition of the vegetation, presence of plant stress
- Ponding/standing water for longer than 48 hours
- Condition of the drain tiles by inspecting the cleanouts
- Condition of the infiltration basin overflow berm
- Presence of plowed snow in the infiltration area

Infiltration Basin Maintenance

Routine infiltration basin maintenance should be performed when inspection indicates:

- Remove accumulated debris and/or sediments from inlet/outlet when it is greater than 2" deep in the pipes or structure.

Design with community in mind

March 23, 2021

Page 2 of 4

Reference: Fortistar RNG Expansion Infiltration Basin O&M Manual

- Remove sediment from the rip rap basin when it accumulates to greater than $\frac{1}{2}$ of the total depth of rip rap
- Remove debris and trash immediately when observed
- Pull weeds, unwanted vegetation, invasive plants and/or woody vegetation. Do not use herbicides in basin or in buffer areas around the basin.
- Restore bare spots or damaged areas of vegetated cover
- Repair damage of the filter fabric, or damage or shifting of riprap at the energy dissipation structure
- Repair any damage to the overflow structure.
- Remove any sediment or debris in the overflow structure when it is accumulated to greater than $\frac{1}{3}$ of the total depth below the orifice.
- Open knife valve or pump standing water if water is present more than 48 hours after the conclusion of a rainfall event. Evaluate the cause of the standing water. Remove accumulated sediment and debris that is impeding infiltration.

2. Sump Structure

Sump Structure Operations

Sump structure is a pretreatment option for infiltration practices. Sumps can help remove large particles and/or nutrients attached to them. Sump catch basins are installed at both inlet pipes to the infiltration basin. Sedimentation is allowed in the sump structure permanent pool depth before water is discharged at the outlet invert.

Sump Structure Inspection

Sump structures inspection is recommended monthly during growing season (March-November) and once during frozen condition (December-February). Inspection is also recommended 48 hours after major rainfall events greater than 2 in.

The inspection items shall include:

- Accumulation of sediment and debris at the bottom of the sump structure
- Damage of any pipe connection going in and out of the sump structure
- If SAFL baffle is implemented, accumulation and clogging of the baffle/screen

Sump Structure Maintenance

Routine sump structure maintenance should be performed when inspection indicates:

- Remove accumulated debris and/or sediments in the sump structure when the sediment reaches $\frac{1}{3}$ of the total sump depth

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March 23, 2021

Page 3 of 4

Reference: Fortistar RNG Expansion Infiltration Basin O&M Manual

- Remove debris from the screen/baffle that may cause resuspension of the sediment.
- Repair any damage to the structure or pipe connecting to the sump catch basin.

3. Roadside Swale

Roadside Swale Operations

Roadside swale collects surface water and provide conveyance to the outlet. The swale allows for sedimentation and helps avoid and minimize sediment and pollutant discharge from the site area.

Roadside Swale Inspection

Roadside swale inspection is recommended monthly during growing season (March-November) and once during frozen condition (December-February). Inspection is also recommended 48 hours after major rainfall events greater than 2 in.

The inspection items shall include:

- Accumulation of debris, sediments and floatables in the channel and outlet structure
- Presence of any obstruction in the swale channel
- Presence of bank erosion and undercutting restricting flow
- Sediment buildup on the bottom of the ditch
- Obstruction by vegetation

Roadside Swale Maintenance

Routine roadside swale maintenance should be performed when inspection indicates:

- Remove sedimentation and debris from the swale.
- Repair and revegetate any erosion in the swale.
- Repair damage to the filter fabric or riprap at the outlet culvert.

March 23, 2021

Page 4 of 4

Reference: Fortistar RNG Expansion Infiltration Basin O&M Manual

Inspection Form

Date of Inspection _____

Name of Inspector _____

Device: Infiltration Basin; Sump Structure; Roadside Swale

Inspection Item	Device	Comments, observations, and proposed maintenance
1. Trash, debris and sediment accumulation in basin, trash guards, or structures		
2. Erosion on side slopes, banks		
3. Condition of vegetation		
4. Weeds, invasive species, woody plants		
5. Inlet/outlet conditions		
6. Standing water		
7. Plowed snow accumulation		

EXHIBIT C

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					
ILLICIT 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

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION NO. 6465 GRANTING A
NON-CONFORMING USE CERTIFICATE FOR PINE BEND SANITARY LANDFILL
FOR A SANITARY LANDFILL**

The City Council of the City of Inver Grove Heights does hereby resolve:

WHEREAS, on November 27, 1995, the City approved Resolution No. 6445 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill (hereafter referred to as the Non-Conforming Use Certificate).

WHEREAS, on March 11, 2002, by Resolution No. 02-32 the City amended the Non-Conforming Use Certificate to allow the maximum elevation limitation of the landfill to change from 1020 feet above mean sea level to 1010 feet above mean sea level, to allow for steeper landfill side slopes without inadvertently increasing the airspace capacity.

WHEREAS, on March 22, 2004, by Resolution No. 04-49 the City amended the Non-Conforming Use Certificate by amending Section 3.3, Section 3.5 and Exhibit D to the Non-Conforming Use Certificate.

WHEREAS, on April 9, 2018, by Resolution No. 18-70, the City amended the Non-Conforming Use Certificate by amending Section 5.6.1 relating to Groundwater Monitoring and Section 5.8.3 to delete it in its entirety and Exhibit D to amend the Site Plans.

WHEREAS, on April 12, 2021, by Resolution No. 21-____, the City granted a conditional use permit for the development and operation of an energy recovery facility for the generation of renewable natural gas. The renewable natural gas processing plant will be used and placed on the property described on the attached Exhibit A.

WHEREAS, BFI Waste Systems of North America, LLC (BFI) currently owns and operates Pine Bend Sanitary Landfill.

WHEREAS, BFI in writing has accepted and agreed to the terms of the existing Non-Conforming Use Certificate, as amended.

WHEREAS, the City and BFI desire to again amend the existing Non-Conforming Use Certificate in the manner set forth hereafter.

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

Section 5.8 of the Non-Conforming Use Certificate is hereby amended by adding section 5.8.7 to provide as follows:

5.8.7 Energy Recovery Facility for the Generation of Renewable Natural Gas.
The City approves the use and placement of the energy recovery facility for the generation of renewable natural gas made the object of the conditional use permit granted by City Resolution No. 21-___ dated April 12, 2021 subject to the terms and conditions of such conditional use permit.

All other sections, terms and provisions and conditions of Non-Conforming Use Certificate as previously amended shall remain in full force and effect.

This Resolution and the following Acceptance shall be recorded with the Dakota County Recorder against the land described on the attached **Exhibit A**.

Passed by the City Council of Inver Grove Heights on this 12th day of April, 2021.

Ayes: _____

Nayes: _____

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ACCEPTANCE

BFI Waste Systems of North America, LLC hereby accepts and agrees to the amendments and other provisions set forth in the foregoing Resolution.

Dated: _____, 2021.

BFI Waste Systems of North America, LLC

By: _____

STATE OF _____)
)
COUNTY OF _____)

SS. _____

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of BFI Waste Systems of North America, LLC, a Delaware limited liability company and the limited liability company named in the foregoing instrument, and that the foregoing instrument was executed on behalf of the limited liability company by authority of the Boards of Governors of said entity and said _____ acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

EXHIBIT A

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

That part of the South One Half of the Northeast Quarter of Section 32, Township 27, Range 22, lying Easterly of S.A.R. #71, except the North 2 acres of that part of the South One Half of the Northeast Quarter lying easterly of S.A.R. #71; and that part of the South one Half of the Northwest Quarter of Section 33, Township 27, Range 22, lying westerly of the right-of-way of the Chicago, Rock Island and Pacific Railroad, except that part lying westerly of the center line of S.A.R. #71.

**Request for Council Action****TITLE:** Watermark Properties

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	April 12, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a Resolution relating to a Final plat, Final PUD Development Plan, Development Agreement and related agreements for the project to be known as Canvas of Inver Grove Heights. Property located at the northeast quadrant of Hwy 3 and 70th Street.

- Requires a 3/5th's vote.
- 60-day deadline: April 16, 2021 (extended by applicant)

SUMMARY:

An application has submitted for the final plat and final development plan for phase 1 of Canvas at Inver Grove Heights. Phase 1 consists of all 69 of the 30 foot wide lots and 39 of the 50 foot lots. Future phases will include 12 more 50 foot wide lots and the apartment building.

The City Council approved the preliminary plat and development plans on October 12, 2020.

ANALYSIS

- Plans consistent with preliminary plan set.
- Some modifications to plan set since Planning Commission review include:
 1. Right-of-way width for the collector street Allen Way narrows from 80 feet at 70th Street intersection to 60 feet wide. Roadway width narrowed from 42 ft to 32 ft.
 2. Allen Way crossing over the wetland at the entrance was originally planned with large retaining walls like a land bridge. Plan has changed to provide sloped walls instead of retaining walls. More grading will occur in this area. Road improvements for 70th interchange also requiring more grading. Some additional tree removal will occur but still within the removal thresholds.
 3. The County has requested the full intersection improvements with Allen Way be built now. Plans and construction being coordinated through the Engineering Department and Dakota County.

RECOMMENDATION:

Planning Staff: Recommends approval of the plat and PUD plans as presented.

Planning Commission: Planning Commission recommended approval of plans (8-0)

Attachments: Resolution approving the Final Plat, Final PUD, Development Agreement and related agreements

Final Plat

Updated PUD Plan Set dated 2/25/21

Updated Open Space Plan dated 2/12/21

Planning Commission Recommendation

Planning Report

Resident e-mail

Development Agreement and related agreements (21 documents)

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE AGREEMENT
AND RELATED AGREEMENTS FOR THE PLAT OF CANVAS AT INVER GROVE HEIGHTS**

**CASE NO. 20-45PUD
(Watermark Properties)**

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

**The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22,
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 September 15 and October 6, 2020;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD Development Plan of Canvas of Inver Grove Heights, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat
Updated PUD Plan Set dated 2/25/21
Updated Open Space Plan dated 2/12/21

***List of approved plans and date of plans shall be identified in the development contract.**

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

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

Passed this 12th day of April, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

CANVAS AT INVER GROVE HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS: That Watermark Equity Group, LLC, an Illinois limited liability company, owner of the following described property:

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as CANVAS AT INVER GROVE HEIGHTS and does here by donate and dedicate to the public the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Watermark Equity Group, LLC, an Illinois limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

Signed: Watermark Equity Group, LLC.

By _____
Eric Theisen, Managing Member

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Eric Theisen, Managing Member of Watermark Equity Group, LLC, an Illinois limited liability company, on behalf of the company.

Signature

Printed

Notary Public, _____ County, _____
My Commission Expires _____

I Peter Goers, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on the plat; and prepared this plat or directly supervised the preparation of this plat; 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 surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20 ____

Peter Goers, Licensed Land Surveyor
Minnesota License No. 44110

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Peter Goers, Licensed Land Surveyor, Minnesota License No. 44110.

Signature

Printed

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20 ____.

Signed: _____ Signed: _____
Secretary Chair

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

This plat was approved by the City Council of Inver Grove Heights, Minnesota this ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

Signed: _____ Signed: _____
Mayor Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, 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

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

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

Document Number _____

I hereby certify that this plat of CANVAS AT INVER GROVE HEIGHTS 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

CANVAS AT INVER GROVE HEIGHTS

DAKOTA COUNTY MONUMENT
(ALUMINUM)
W 1/4 OF SEC. 5,
T. 27, R. 22

ADDITION

SE 1/4 OF SECTION 6,
TOWNSHIP 27, RANGE 22

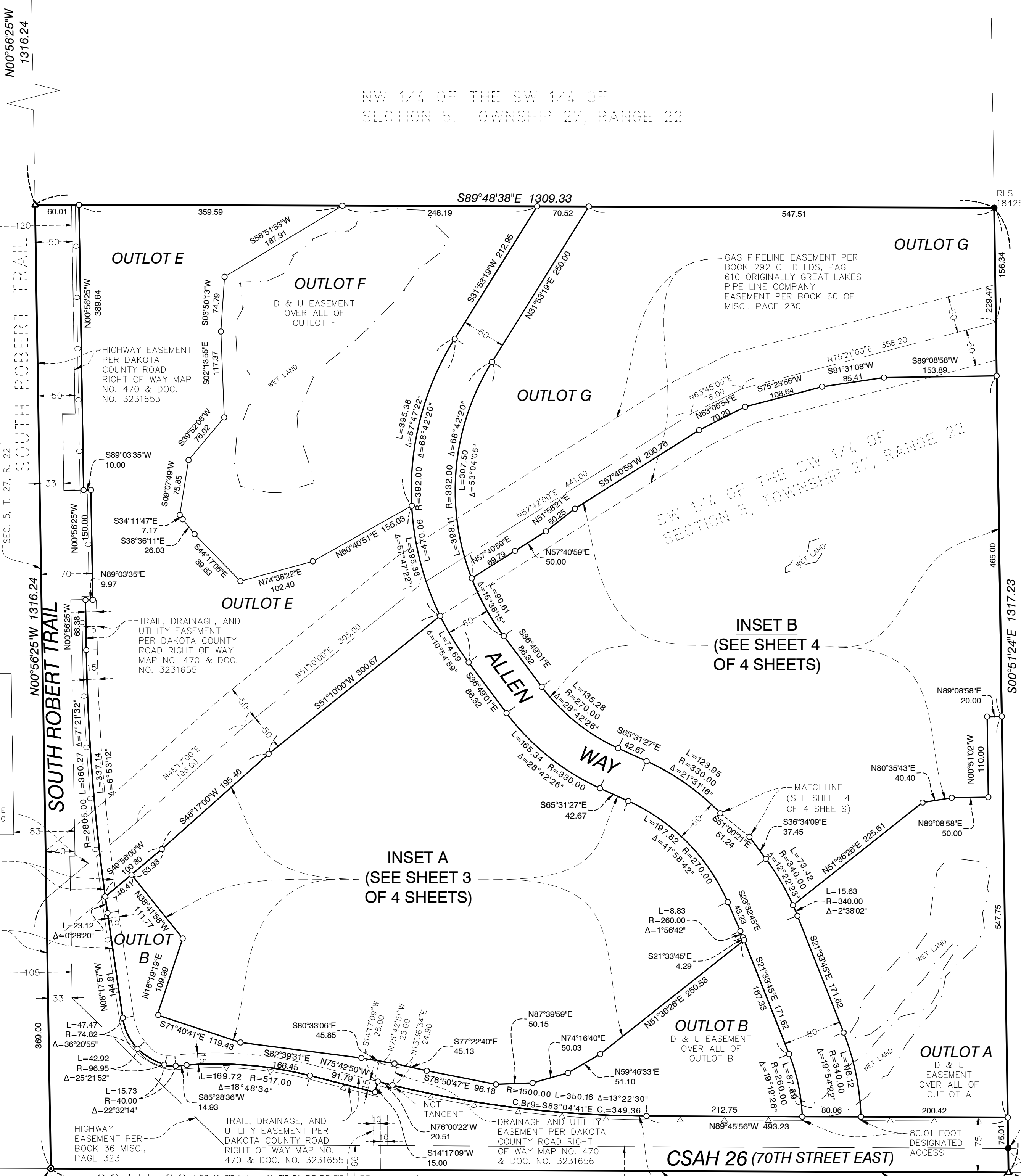
GARVEY

TRAIL, DRAINAGE, AND
UTILITY EASEMENT PER
DAKOTA COUNTY ROAD
RIGHT OF WAY MAP NO.
470 & DOC. NO. 3231655

HIGHWAY EASEMENT
PER DAKOTA COUNTY
ROAD RIGHT OF WAY
MAP NO. 470 & DOC.
NO. 3231653

DAKOTA COUNTY MONUMENT
(ALUMINUM)
SW COR. SW 1/4 OF
SEC. 5, T. 27, R. 22

NW 1/4 OF THE SW 1/4 OF
SECTION 5, TOWNSHIP 27, RANGE 22

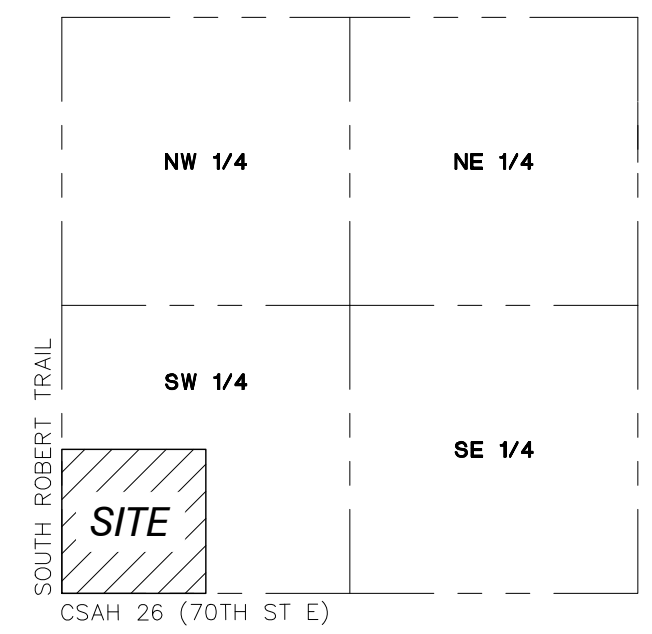


HOLIDAY
STATION STORE
INVER GROVE
HEIGHTS

NW 1/4 OF SECTION 8,
TOWNSHIP 27, RANGE 22

DEKA

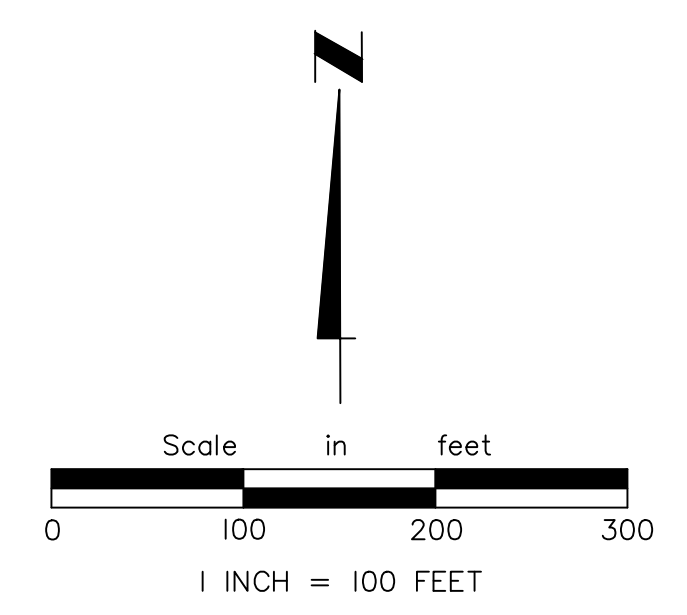
ESTATES



VICINITY MAP
SECTION 5, T.27N, R.22W
NOT TO SCALE

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED
TO HAVE A BEARING OF N89°45'56\"/>

- △ Denotes Mag Nail set
- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- ⊙ Dakota County Aluminum Monument
- D & U Denotes drainage and utility easement
- Denotes Restricted Access to Dakota County per the Dakota County Contiguous Plat ordinance
- △— Denotes Restricted Access Dedicated to the Minnesota Department of Transportation per Doc. No. _____

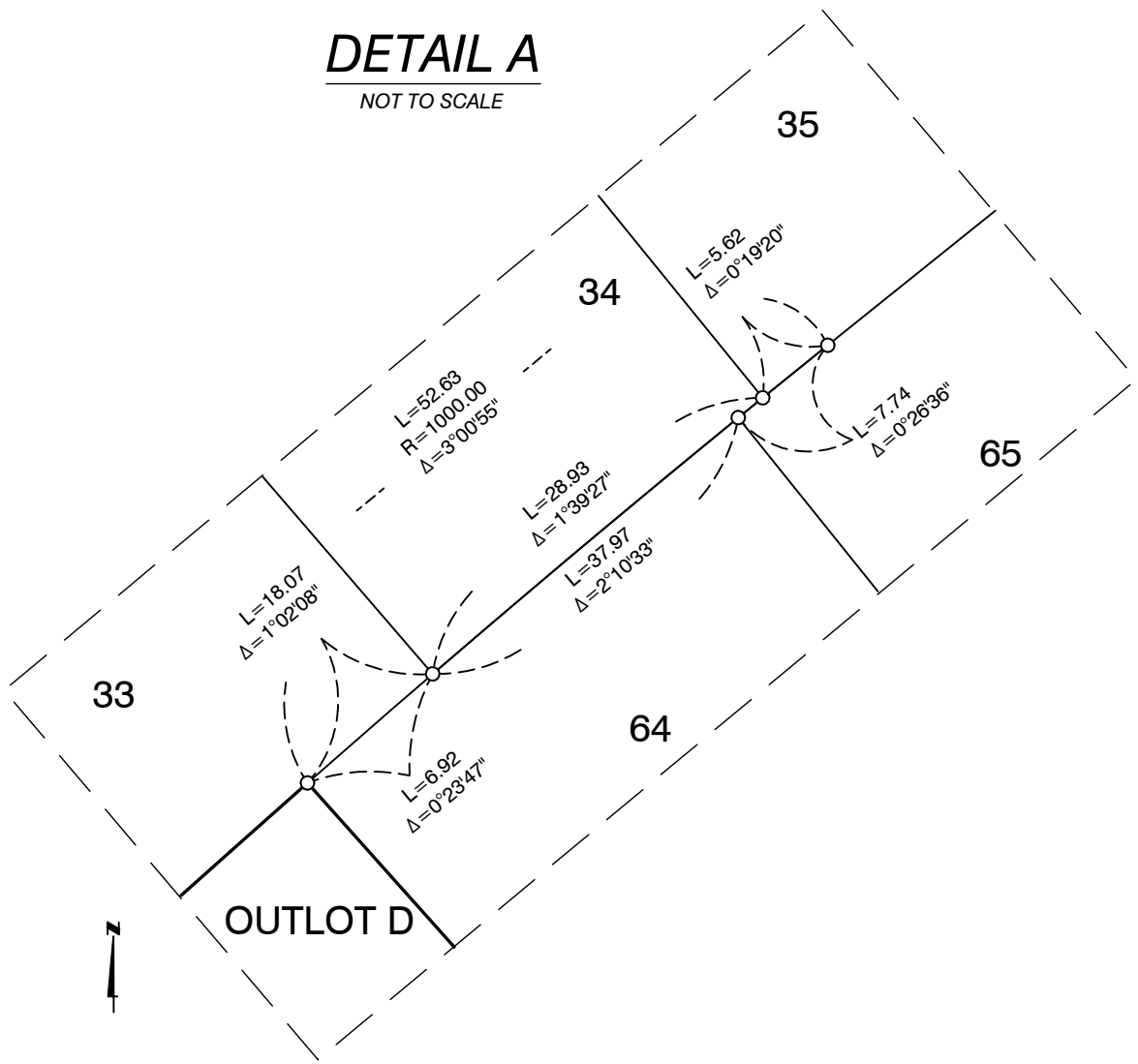


N89°45'56\"/>

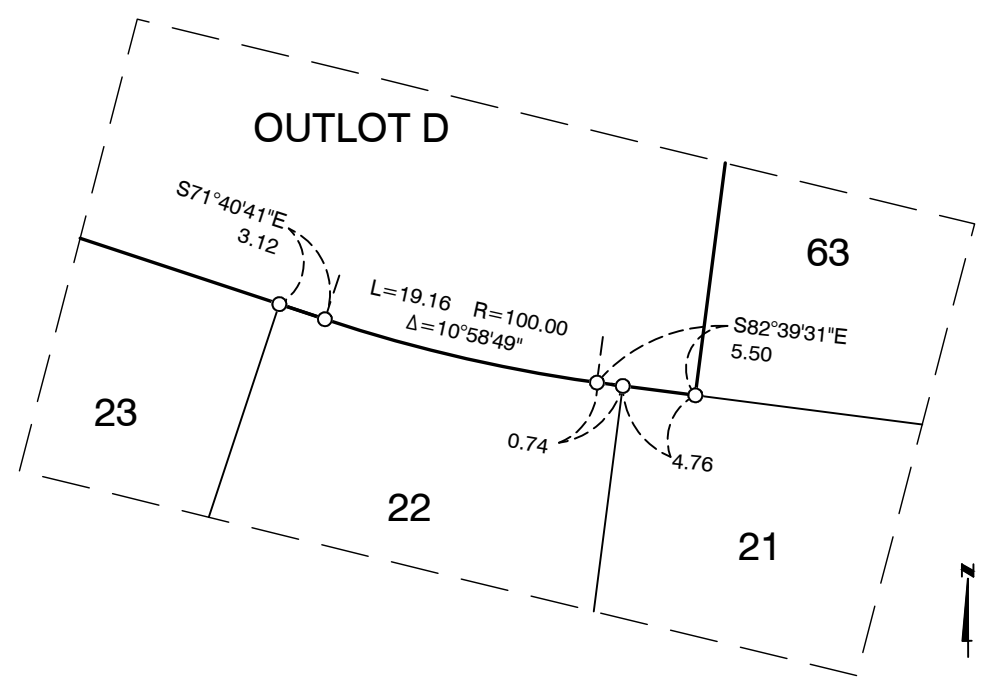
DAKOTA COUNTY MONUMENT
(ALUMINUM)
S 1/4 COR. OF
SEC. 5, T. 27, R. 22

CANVAS AT INVER GROVE HEIGHTS

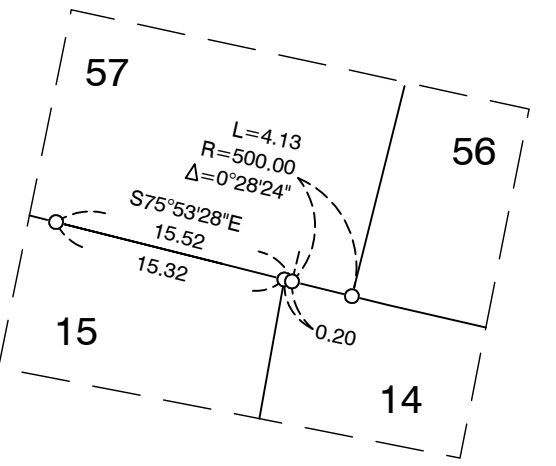
DETAIL A
NOT TO SCALE



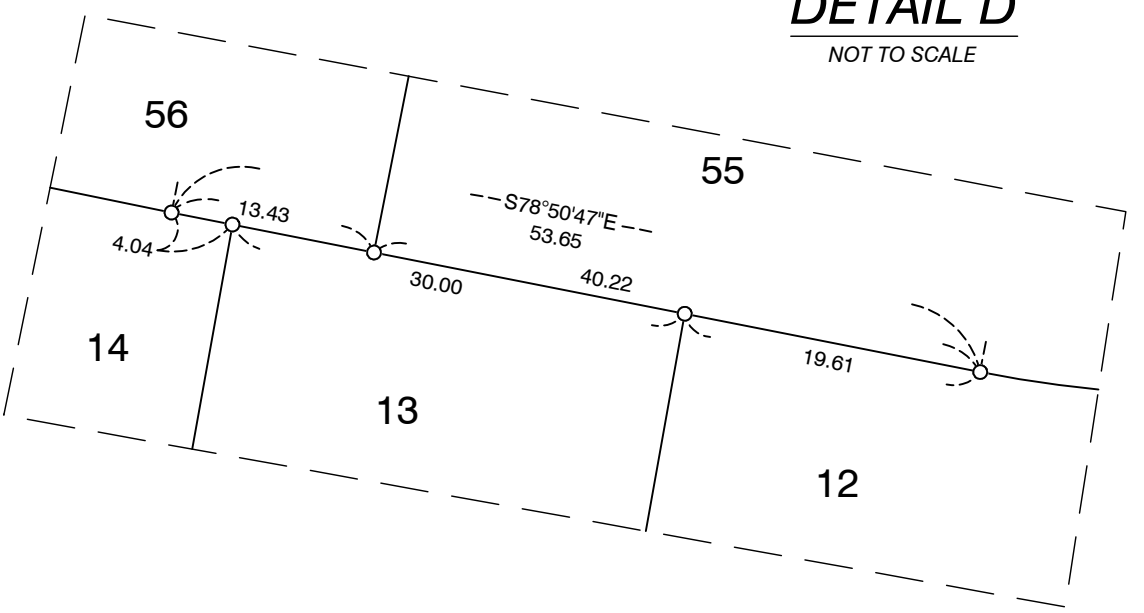
DETAIL B
NOT TO SCALE



DETAIL C
NOT TO SCALE

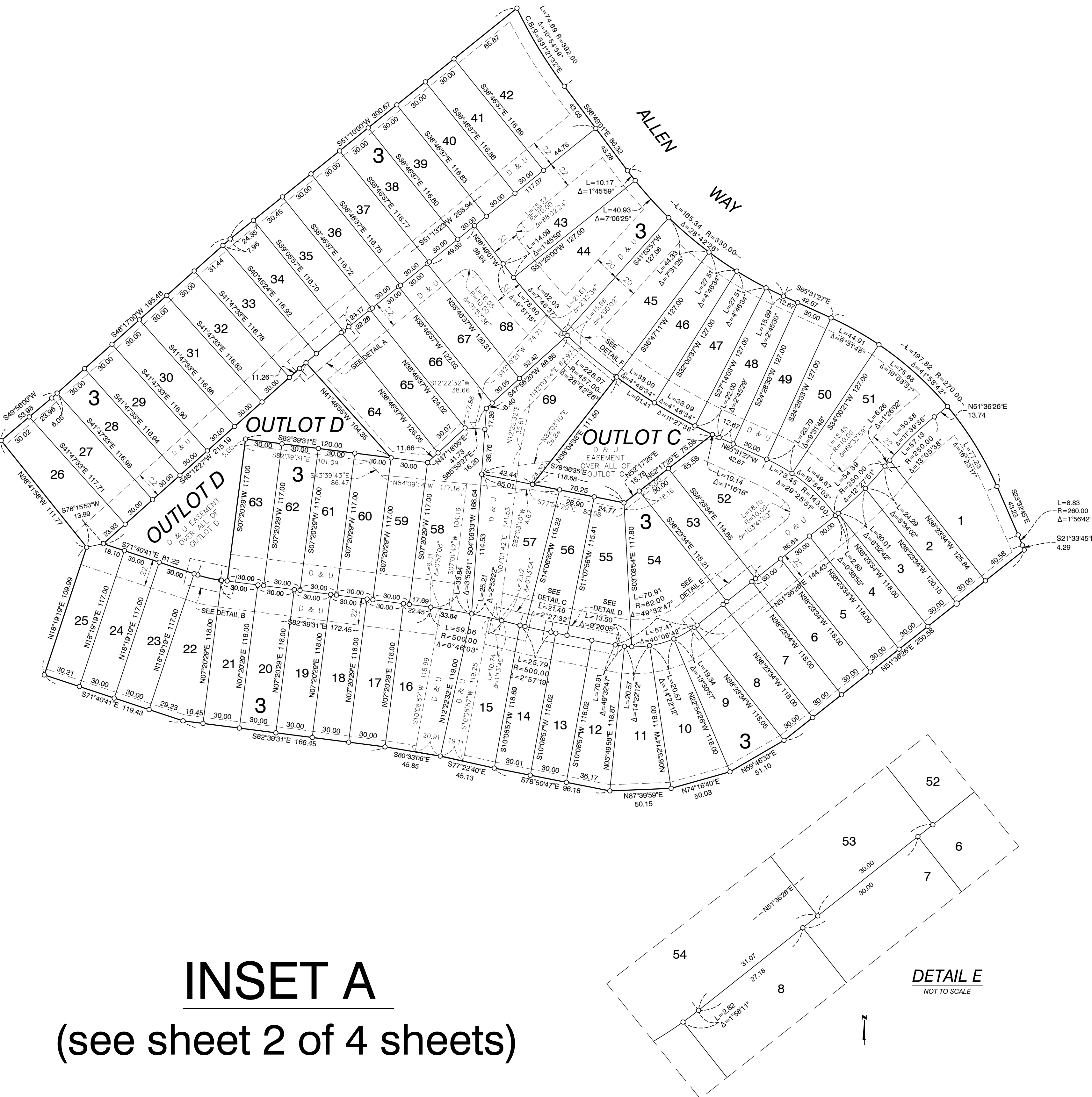


DETAIL D
NOT TO SCALE

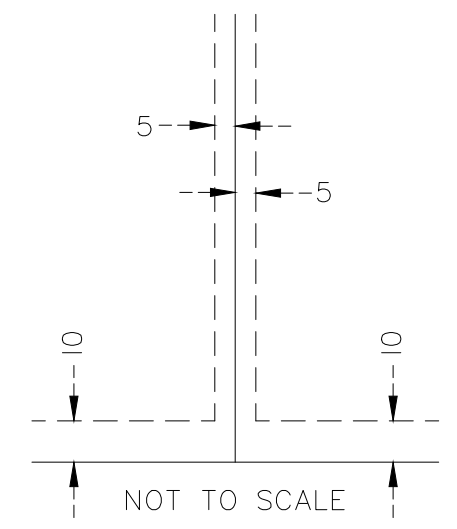


INSET A

(see sheet 2 of 4 sheets)



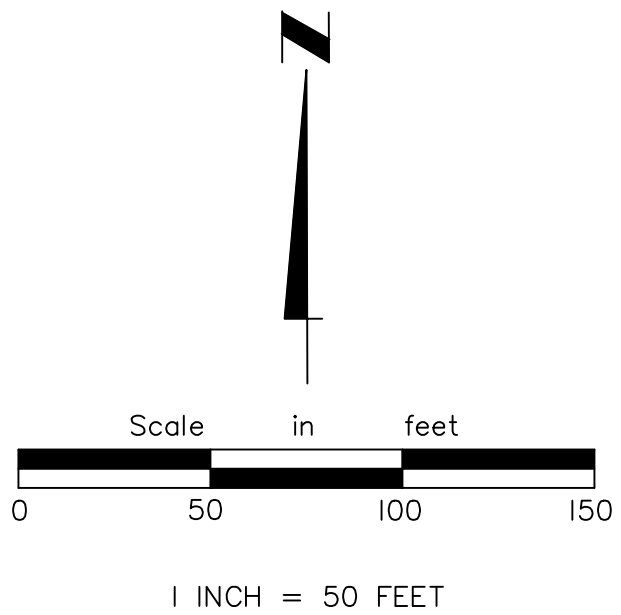
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



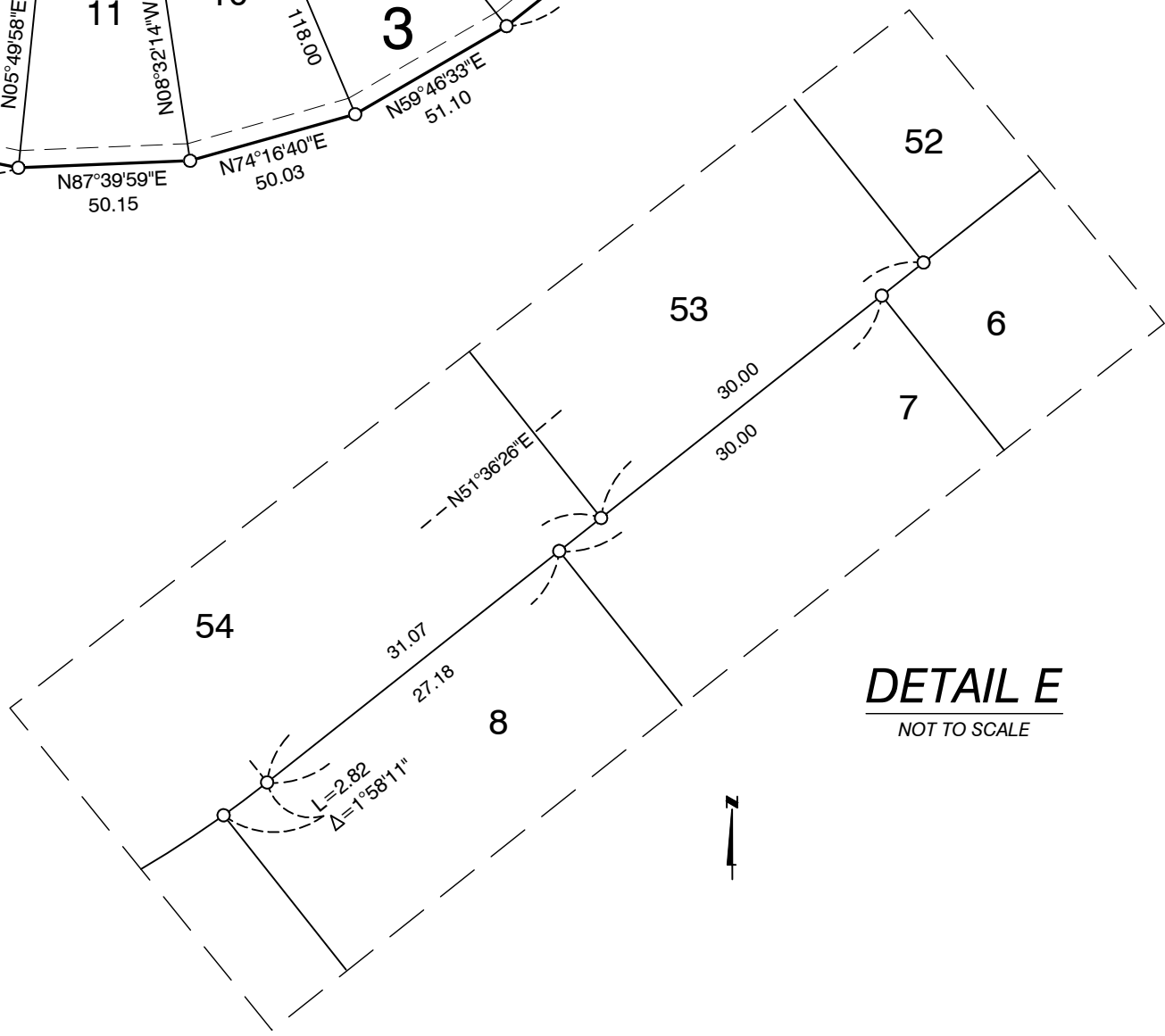
Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED TO HAVE A BEARING OF N89°45'56\"W.

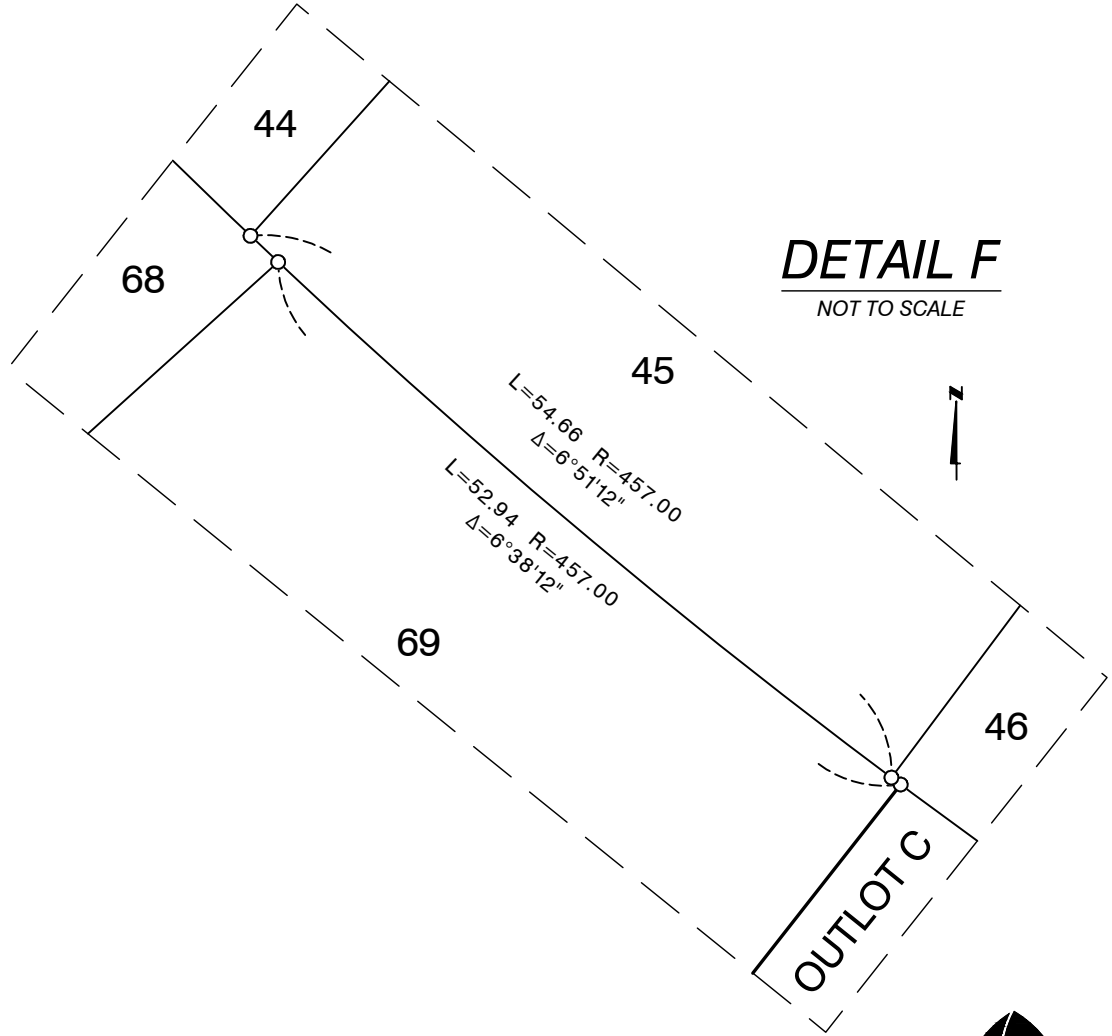
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- D & U Denotes drainage and utility easement



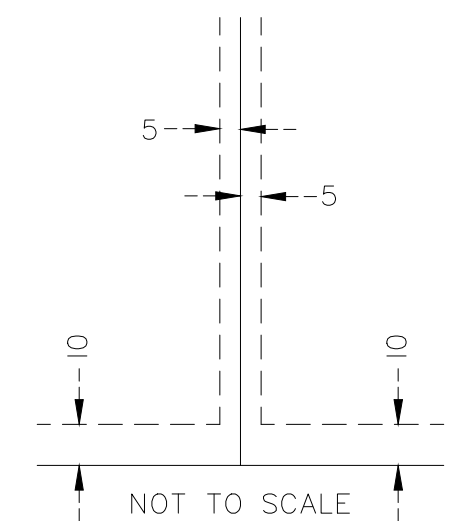
DETAIL E
NOT TO SCALE



DETAIL F
NOT TO SCALE



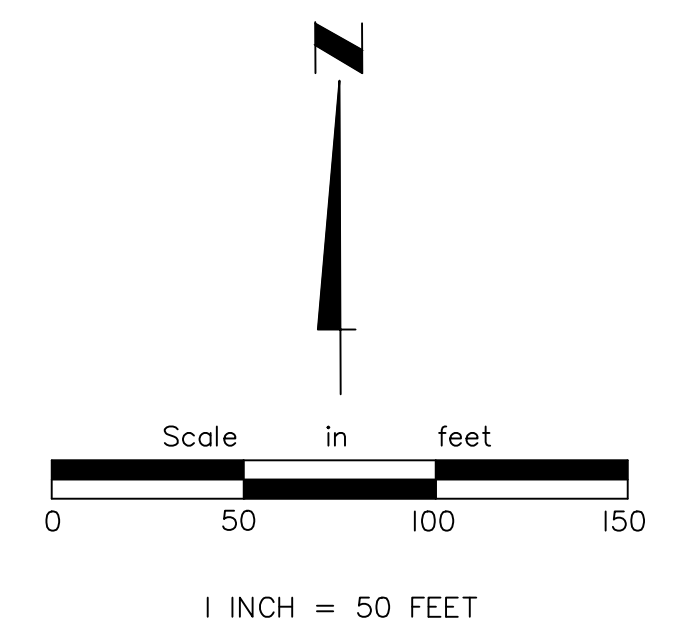
CANVAS AT INVER GROVE HEIGHTS



Being 5 feet in width and adjoining lot lines
and 10 feet in width and adjoining street lines
as shown on this plat, unless otherwise shown.

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED
TO HAVE A BEARING OF N89°45'56"W.

- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- D & U Denotes drainage and utility easement



INSET B
(see sheet 2 of 4 sheets)

CANVAS AT INVER GROVE HEIGHTS

CONSTRUCTION DOCUMENTS

INVER GROVE HEIGHTS, MINNESOTA


ALLIANT
733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

CANVAS AT INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
CONSTRUCTION DOCUMENTS
COVER SHEET

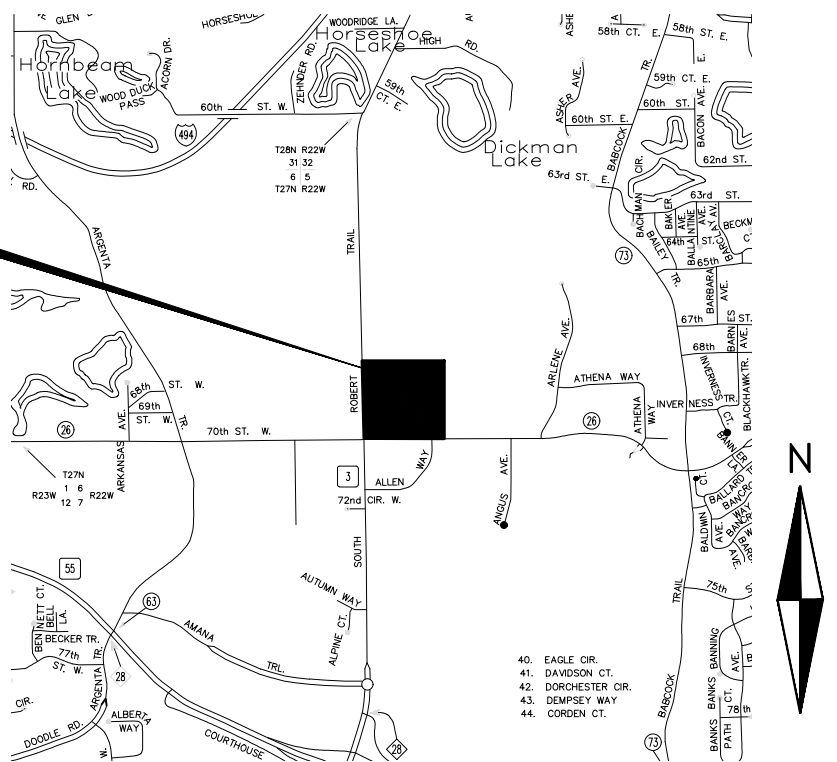
DEVELOPER
WATERMARK EQUITY GROUP
4000 SHORELINE DRIVE
SPRING LAKE PARK, MN 55384
CONTACT: IAN PETERSON
PHONE: 312-813-5228
EM: ipeterson@wmprops.com

CONSULTANT
ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE
SUITE 700
MINNEAPOLIS, MINNESOTA 55402
PH: 612-758-3080

ENGINEER
MARK RAUSCH
LICENSE NO. 43480
EM: mrausch@alliant-inc.com

SURVEYOR
PETER GOERS
LICENSE NO. 44110
EM: pgoers@alliant-inc.com

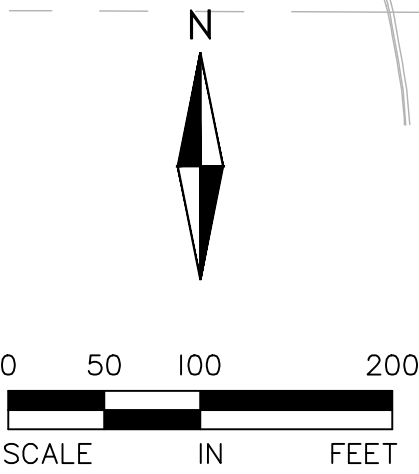
LANDSCAPE ARCHITECT
MARK KRONBECK
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com



VICINITY MAP
NOT TO SCALE

SHEET INDEX

NO.	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS SURVEY
3-4	DETAILS
5-7	SITE LIGHTING AND SIGNAGE PLAN
8	ALLAN WAY STRIPING PLAN
9-11	GRADING AND DRAINAGE PLAN
12	TYPICAL PAD - GRADING DETAILS
13-17	INFILTRATION BASIN CROSS SECTIONS & DETAILS
18-19	GAS PIPELINE PLAN AND PROFILE
20-21	TRAIL PLAN AND PROFILE
22-24	EROSION AND SEDIMENT CONTROL PLAN
25	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
26	SANITARY SEWER AND WATERMAIN PLAN
27-31	SANITARY SEWER AND WATERMAIN PLAN AND PROFILES
32	STORM SEWER PLAN
33-39	STREET AND STORM SEWER PLAN AND PROFILES
40	OUTLET CONTROL STRUCTURE DETAILS
41-42	STREET INTERSECTION DETAILS
43-45	LANDSCAPE PLAN
46	LANDSCAPE SCHEDULE AND NOTES
47-49	TREE PRESERVATION PLAN
50-51	TREE INVENTORY



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

MARK RAUSCH, PE	
Date	License No.
QUALITY ASSURANCE/CONTROL	
BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS
PROJECT TEAM DATA	
DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

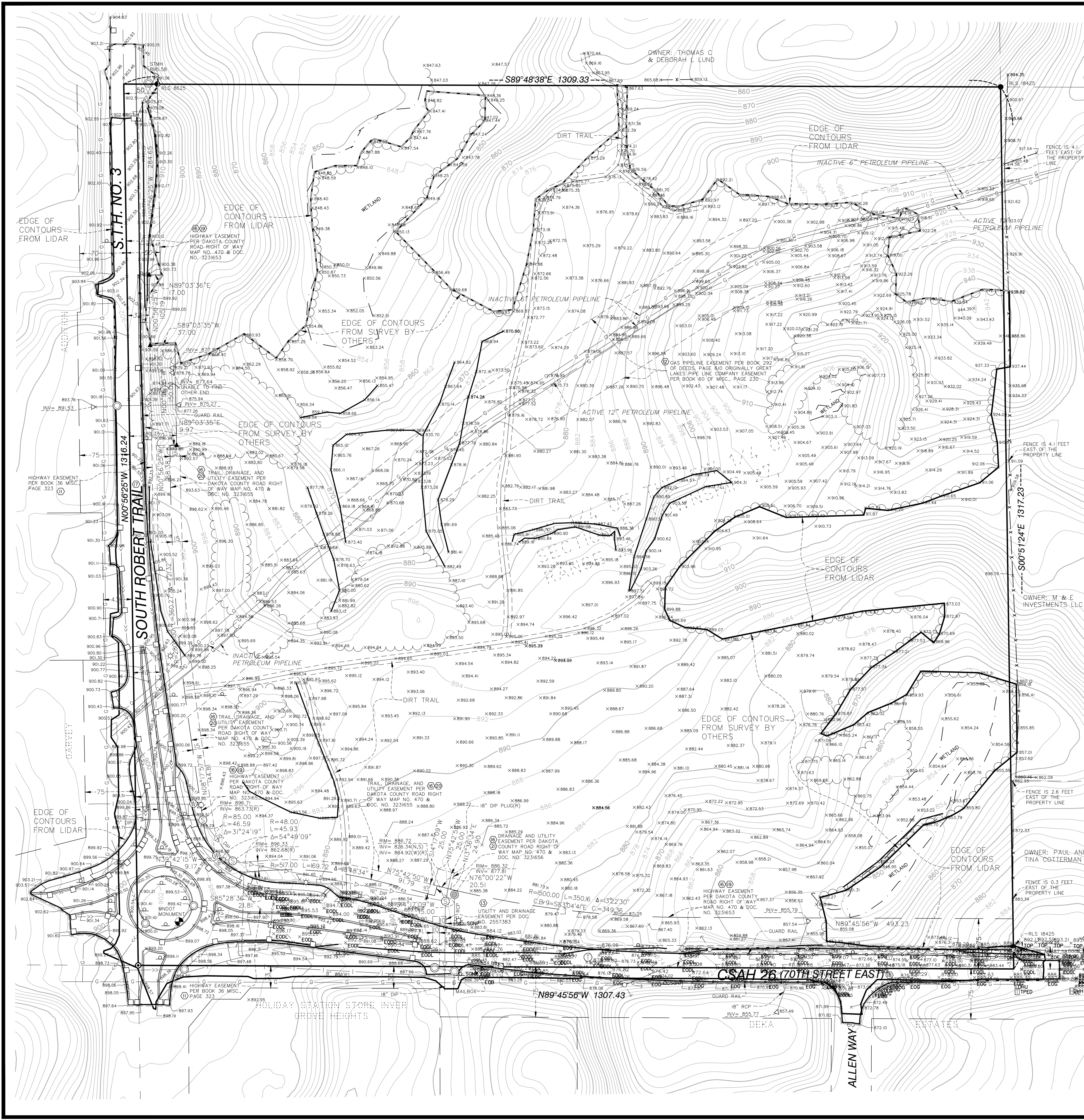
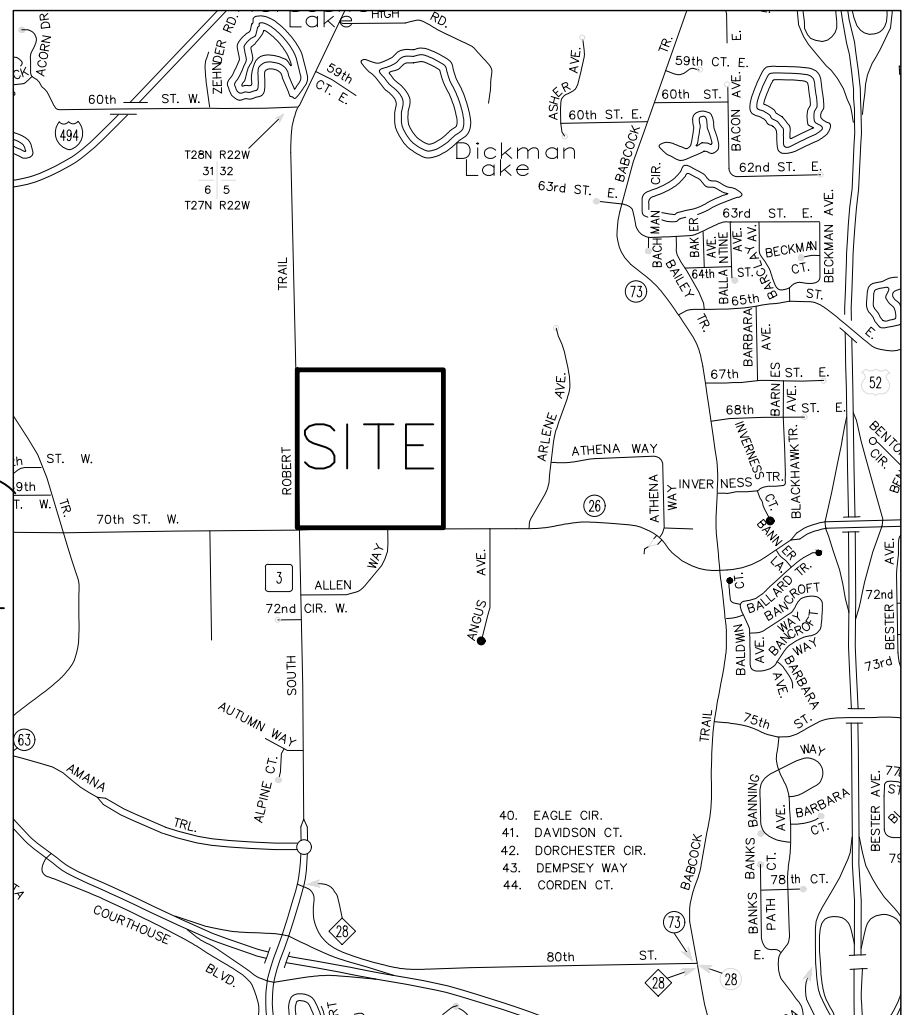


TABLE A ITEMS

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses to the corner are shown hereon.
- There is no assigned address to subject property per the Dakota County GIS tax records.
- The property lies within an area of minimal flood hazard and does not have a printed map according to the Federal Emergency Management Agency (FEMA) website.
- The area of the above described property is 1,722,460 square feet or 39.542 acres.
- Vertical relief per contour intervals, datum, and originating benchmark are shown hereon.
- a. Zoning information listed hereon is per a Final Report prepared by Zoning Info, Inc., Site No. 71475, dated January 7, 2021.
- Substantial features observed in the process of conducting fieldwork, are shown hereon.
- The locations of existing utilities on or serving the property are depicted based on Gopher State One Call Ticket No. 201401694, available city maps, records and observed evidence locations. Lacking excavation, underground utility locations may not be exact. Verify critical utilities prior to construction or design.
- Names of adjoining owners are depicted based on Dakota County GIS tax information.
- No evidence of recent earth moving work at the time our field work was performed.
- Wetland delineated by Westwood Professional Services, Inc. on 4/20/15. Delineation re-approved by Dakota County SWCD, valid through 6/8/2025.

VICINITY MAP
NOT TO SCALE



LEGEND

- FOUND ALUMINUM MONUMENT
- FOUND IRON
- FOUND NAIL
- FIRE HYDRANT
- WATER VALVE
- LIGHT POLE
- SANITARY MANHOLE
- SIGN
- POWER POLE
- STORM MANHOLE
- SPOT ELEVATION
- CATCH BASIN
- WATER MANHOLE
- FLARED END SECTION
- BENCHMARK
- (R) PER RECORD DRAWING
- (U) EXCEPTION NUMBER
- (T) TELEPHONE MANHOLE
- SANITARY SEWER
- GAS LINE
- OVERHEAD ELECTRIC
- WATERMAIN
- STORM SEWER
- FENCE
- GUARD RAIL
- DELINEATED WETLAND
- EDGE OF TREES

PROPERTY DESCRIPTION

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Abstract Property

CERTIFICATION

To Canvas IGH Owner, LP, a Delaware limited partnership; Bridgewater Bank, its successors and/or assigns as their respective interests may appear; Custom Home Builders Title, LLC; and Stewart Title Guaranty Company:

This is to Certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 8, 11, 13, 16 and 16 of Table A thereof. The field work was completed on December 2, 2020.

Date of Plat or Map: December 8, 2020

Peter D. Goers, Professional Land Surveyor
Minnesota License No. 44110
Email: pgoers@alliant-inc.com

NOTES

- This survey and the property description shown here on are based upon information found in the commitment for title insurance prepared by Custom Home Builders Title, LLC as agent for Stewart Title Guaranty Company, file no. HB-44810, dated November 29, 2020.
- The locations of underground utilities are depicted based on Gopher State One Call, available city maps, records and field locations and may not be exact. Verify critical utilities prior to construction or design.
- The basis of bearings is based on Dakota County Coordinate System NAD83 (86 adj.).
- All distances are in feet.
- Benchmark: MnDOT monument 1908 E, in southeast section of the center roundabout island having an elevation of 897.56 feet NAVD 88.
- Survey related exceptions set forth in Schedule B, Section Two of the Title Commitment:

- Item no. 11 - Right of Way for State Highway 3 (South Robert Trail) as contained in the Highway Easement dated February 18, 1928, filed April 10, 1928, in Book 36 of Miscellaneous, page 323, as presently laid out and traveled. *Depicted on the survey.*
- Item no. 12 - Easement for pipeline purposes, as created in Right of Way Agreement dated March 13, 1991, filed May 8, 1931, in Book 41 of Miscellaneous, Page 323; as amended by the Partial Release of Right of Way Agreement filed September 13, 1965, in Book 60 of Miscellaneous, Page 230. Assigned to Williams Brothers Pipe Line Company by Deed, dated March 15, 1966, filed April 4, 1966, in Book 292 of Deeds, Page 610. *Depicted on the survey.*
- Item no. 13 - Terms and conditions of Permanent Utility and Drainage Easement and Temporary Construction Easement, in favor of the City of Inver Grove Heights, as created in document dated October 5, 2007, filed November 21, 2007, as Document No. 2557383. *Depicted on the survey.*
- Item no. 14 - Terms and conditions of Encroachment Agreement, filed August 10, 2012, as Document No. 2886577. *Not platable.*
- Item no. 16 - Subject to Dakota County Road Right of Way Map No. 470 filed January 9, 2018, as Document no. 3231649. *Depicted on the survey.*
- Item no. 17 - Subject to S.T.H. No. 3 (Robert Trail South) as laid out and traveled. *Depicted on the survey.*
- Item no. 18 - Subject to County State Aid Highway No. 26 (East 70th Street) as laid out and traveled. *Depicted on the survey.*
- Item no. 19 - Terms and conditions of Highway Easement, in favor of County of Dakota, as created in document dated December 19, 2017, filed January 9, 2018, as Document No. 3231655. *Depicted on the survey.*
- Item no. 20 - Terms and conditions of Trail, Drainage & Utility Easement, in favor of County of Dakota, as created in document dated December 19, 2017, filed January 9, 2018, as Document No. 3231655. *Depicted on the survey.*
- Item no. 21 - Terms and conditions of Drainage and Utility Easement, in favor of County of Dakota, as created in document dated December 19, 2017, filed January 9, 2018, as Document No. 3231656. *Depicted on the survey.*
- Item no. 22 - Terms and conditions of Encroachment Agreement, filed May 17, 2019, as Document No. 3305267. *Not platable.*

ZONING INFORMATION

CLASSIFICATION: PUD - PLANNED UNIT DEVELOPMENT
SETBACKS:

- * FRONT (INDIVIDUAL LOT - PUD 20-27) - 34 FEET
- * SIDE (30 FOOT WIDE INDIVIDUAL LOT - PUD 20-27) - 4 FEET
- * SIDE (60 FOOT WIDE INDIVIDUAL LOT - PUD 20-27) - 5 FEET
- * REAR (INDIVIDUAL LOT - PUD - 20-27) 20 FEET
- * PERIMETER STREET (PUD 20-27) 20 FEET

BUILDING HEIGHT: NO INFORMATION PROVIDED
MINIMUM OPEN SPACE: 6.586 ACRES (20% OF NET AREA)
MINIMUM UNDISTURBED OPEN SPACE: 3.293 ACRES (10% OF NET AREA)
MAX. IMPERVIOUS SURFACE COVERAGE: 13.361 ACRES
PARKING SPACES: 536

01/21/21: ADDED ZONING INFORMATION AND UPDATED CERTIFICATION.



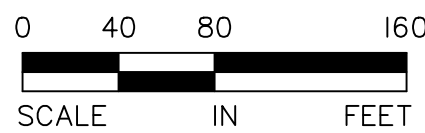
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com

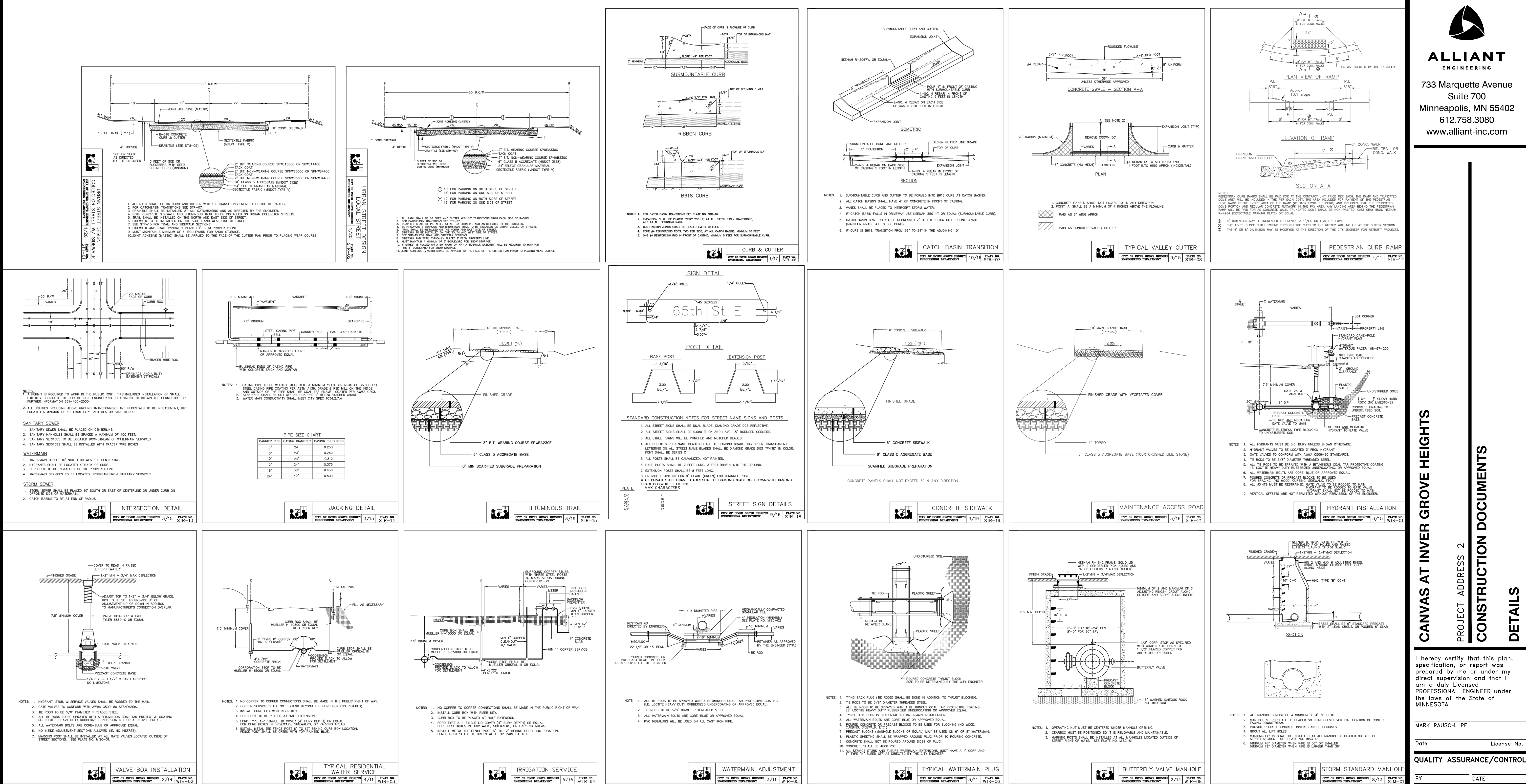
ALTA/NSPS
LAND TITLE
SURVEY

ROBERT TRAIL AND
70TH STREET EAST

INVER GROVE HEIGHTS, MINNESOTA

DRAWN BY	MDT
CHECKED BY	PDG
DATE ISSUED	12/8/2020
SCALE	1"=80'
JOB NO.	20-0092
FIELD	DA





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MARK RAUSCH, PE

Date License No.

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BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

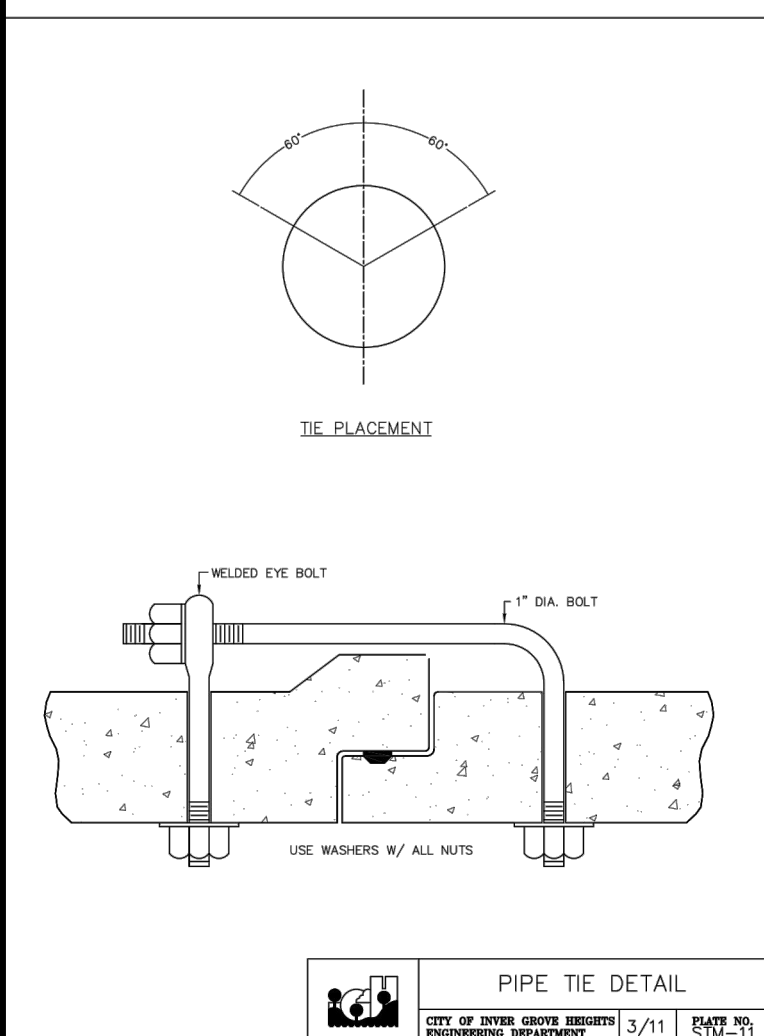
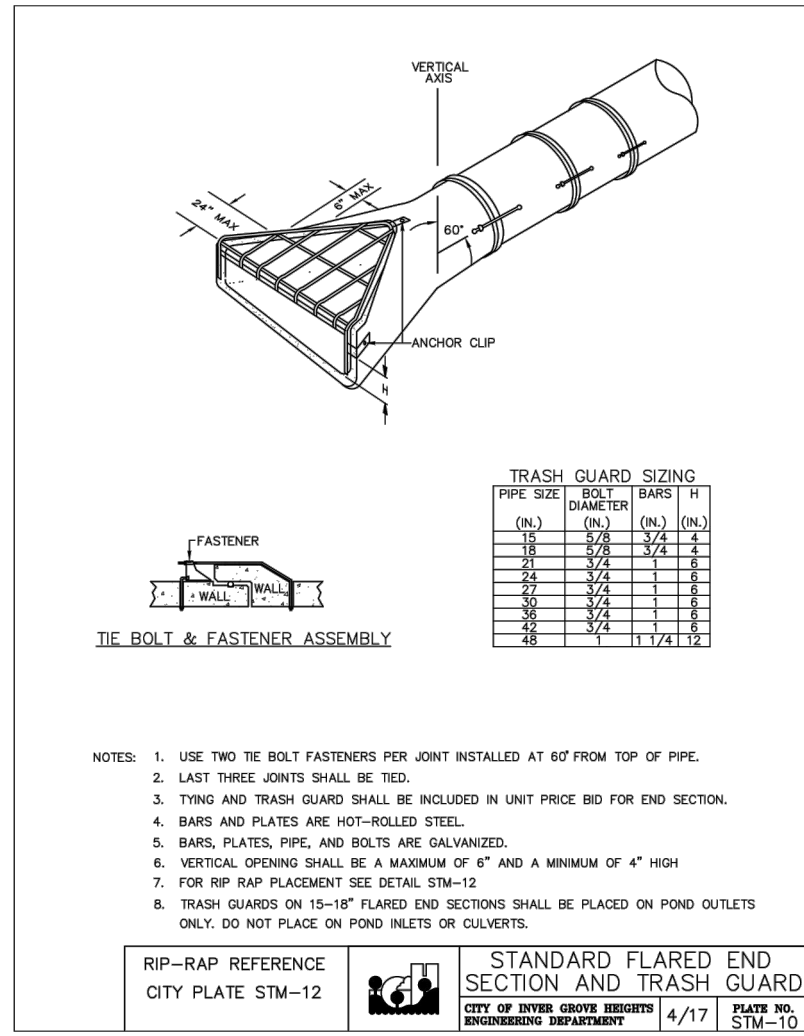
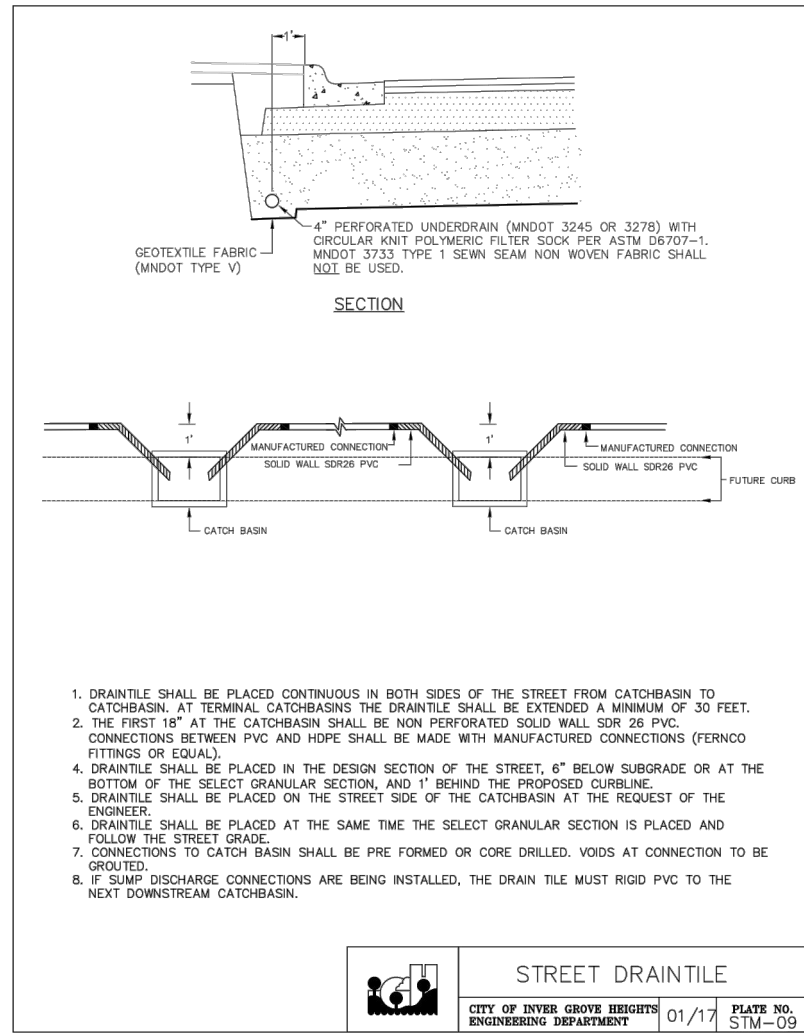
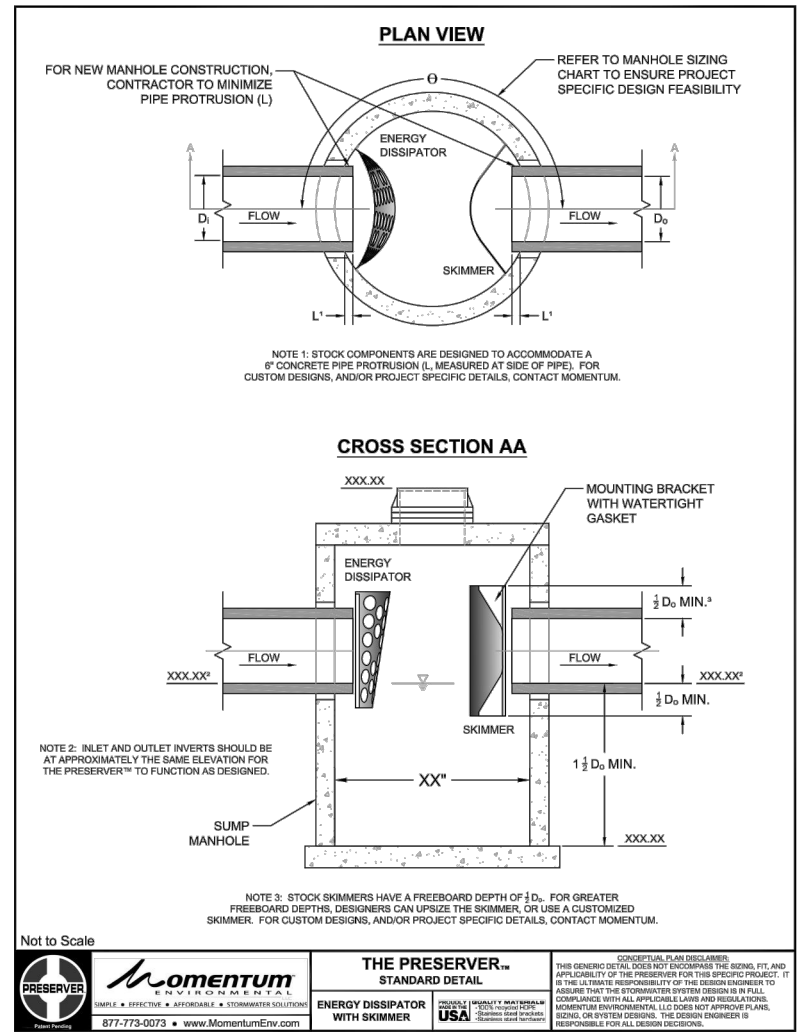
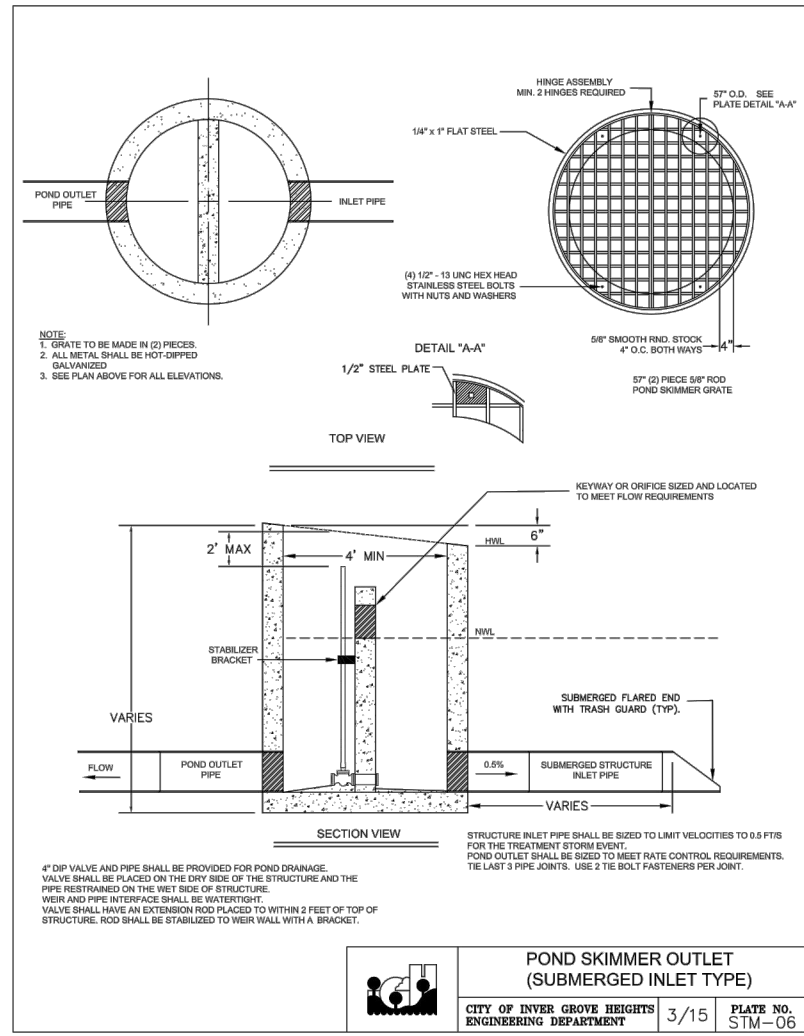
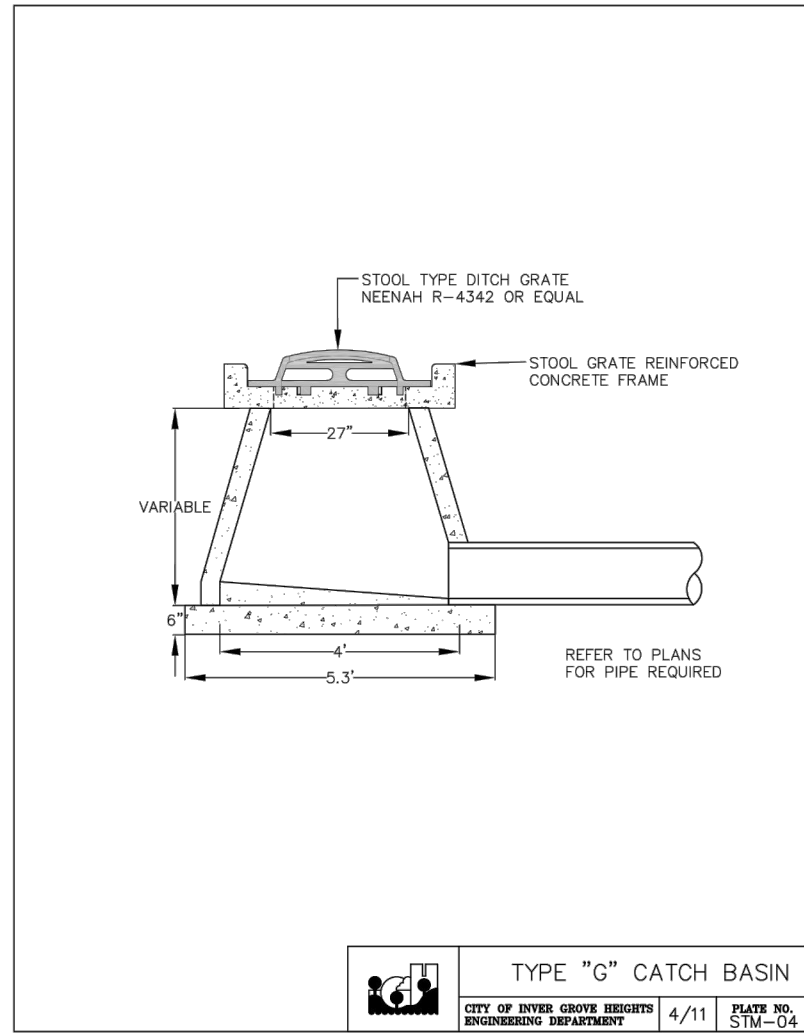
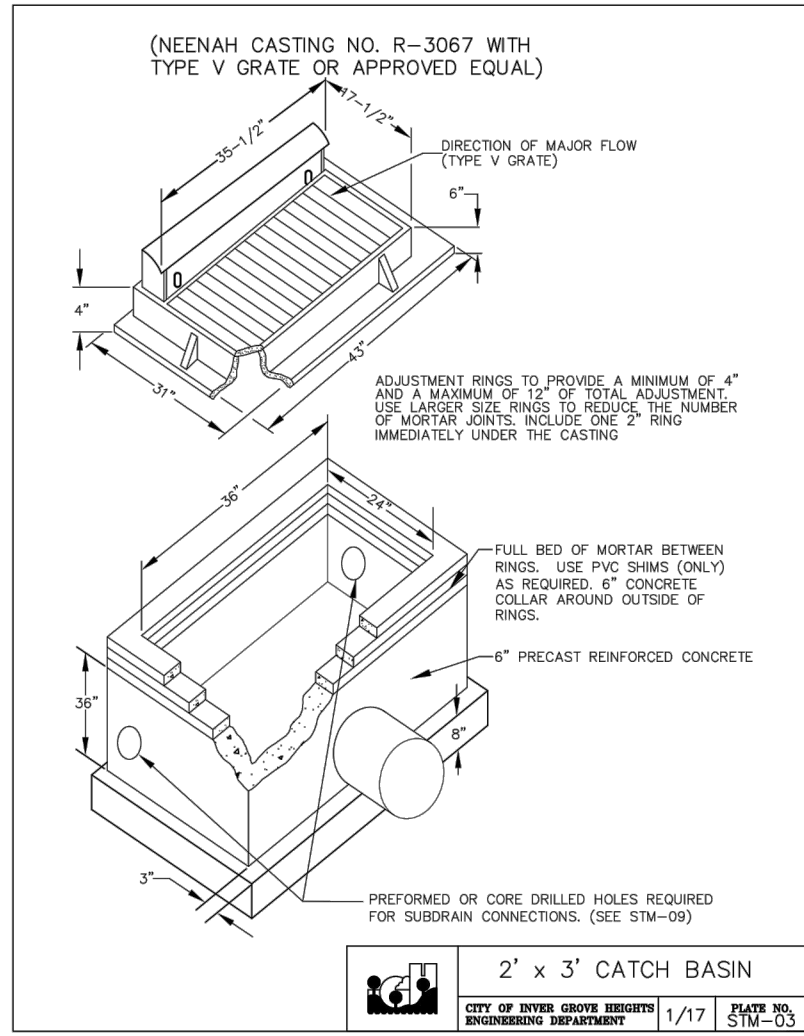
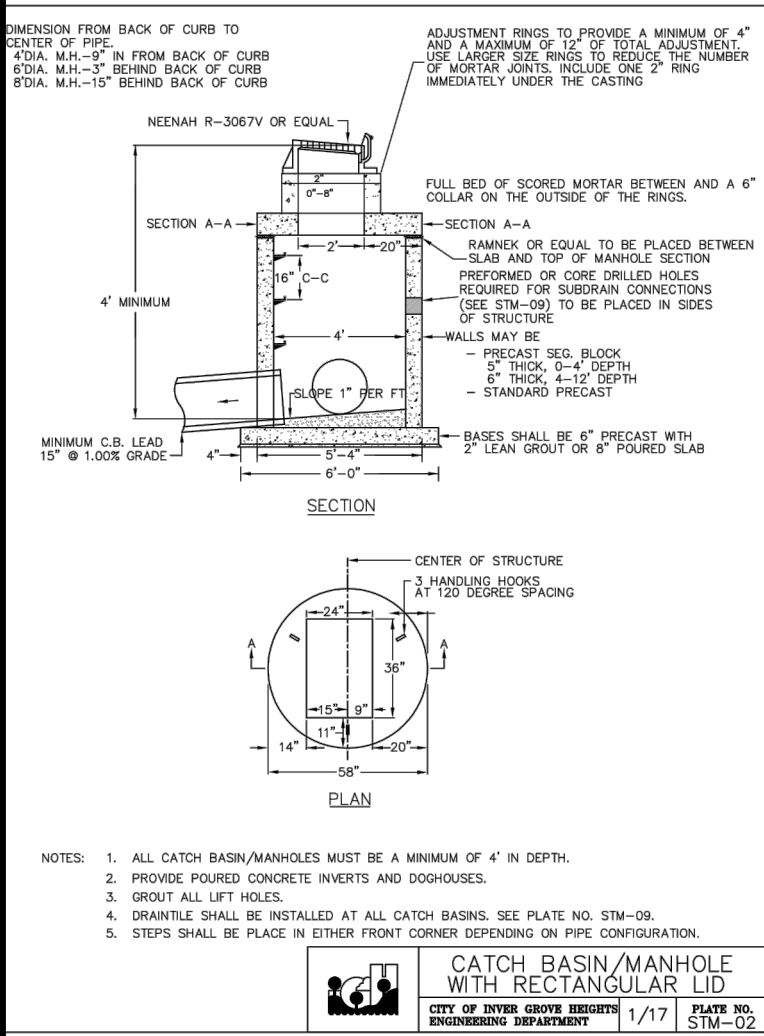
PROJECT TEAM DATA

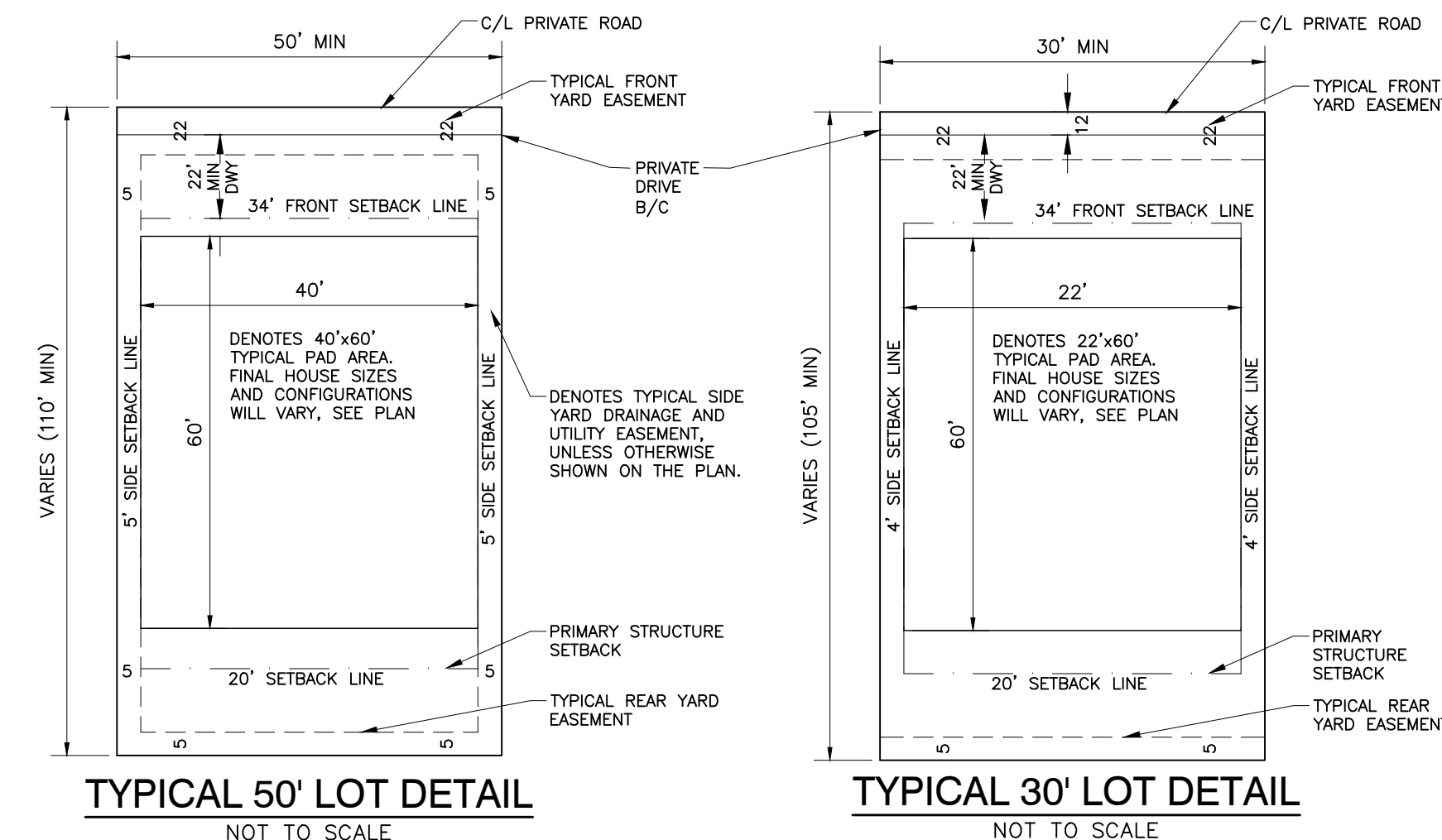
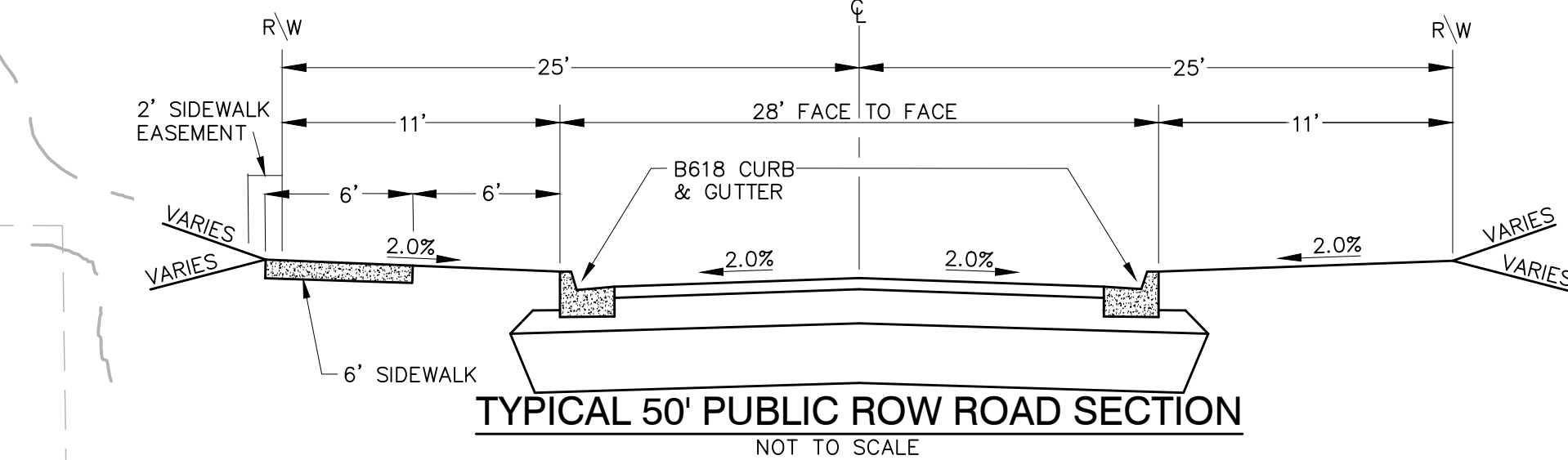
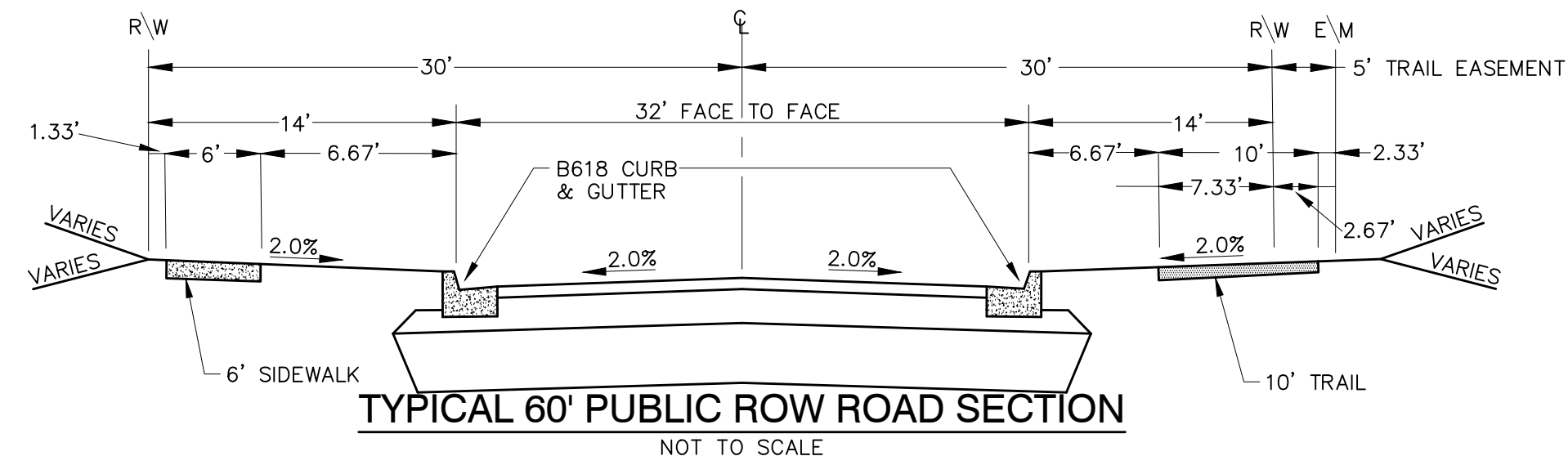
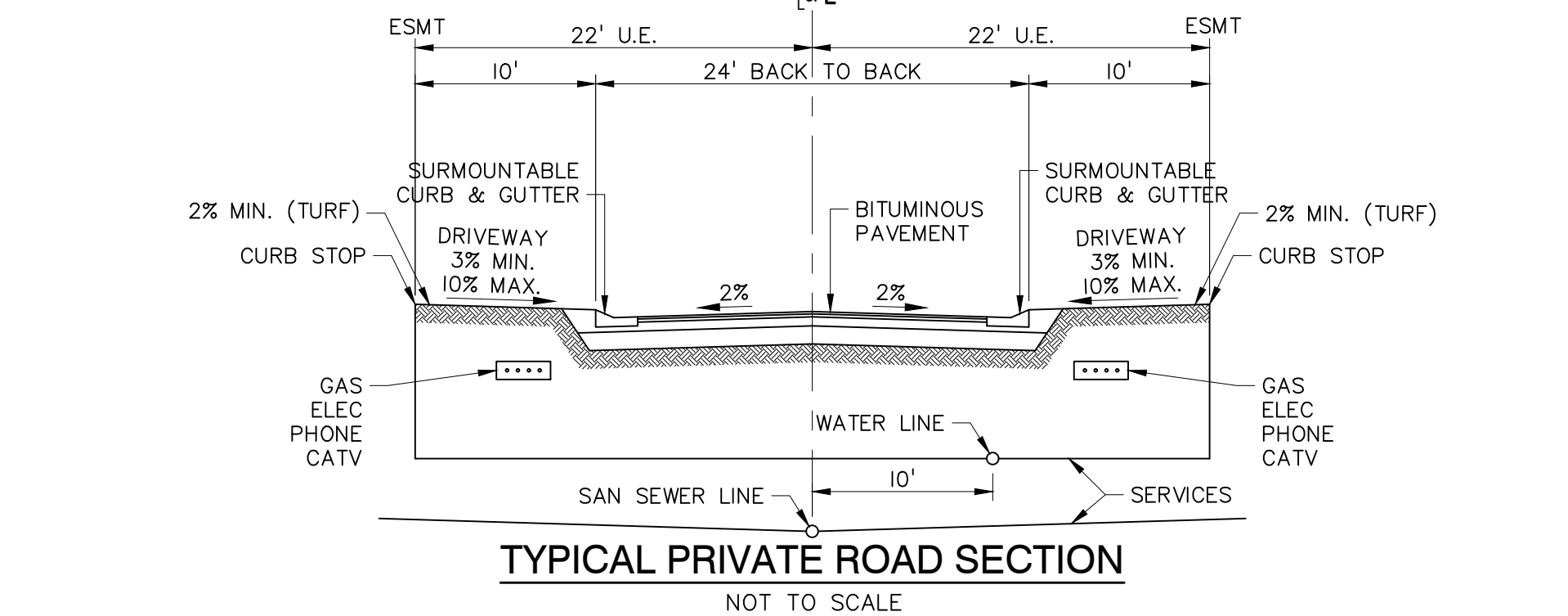
DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092detail.dwg, Feb 26, 2021, 12:27pm





PARKING SUMMARY
 2 GARAGE STALLS PER UNIT
 2 DRIVEWAY STALLS PER UNIT
 52 ADDITIONAL GUEST STALLS
 $= 4*69 + 4*51 + 52 = 532$ TOTAL PARKING STALLS

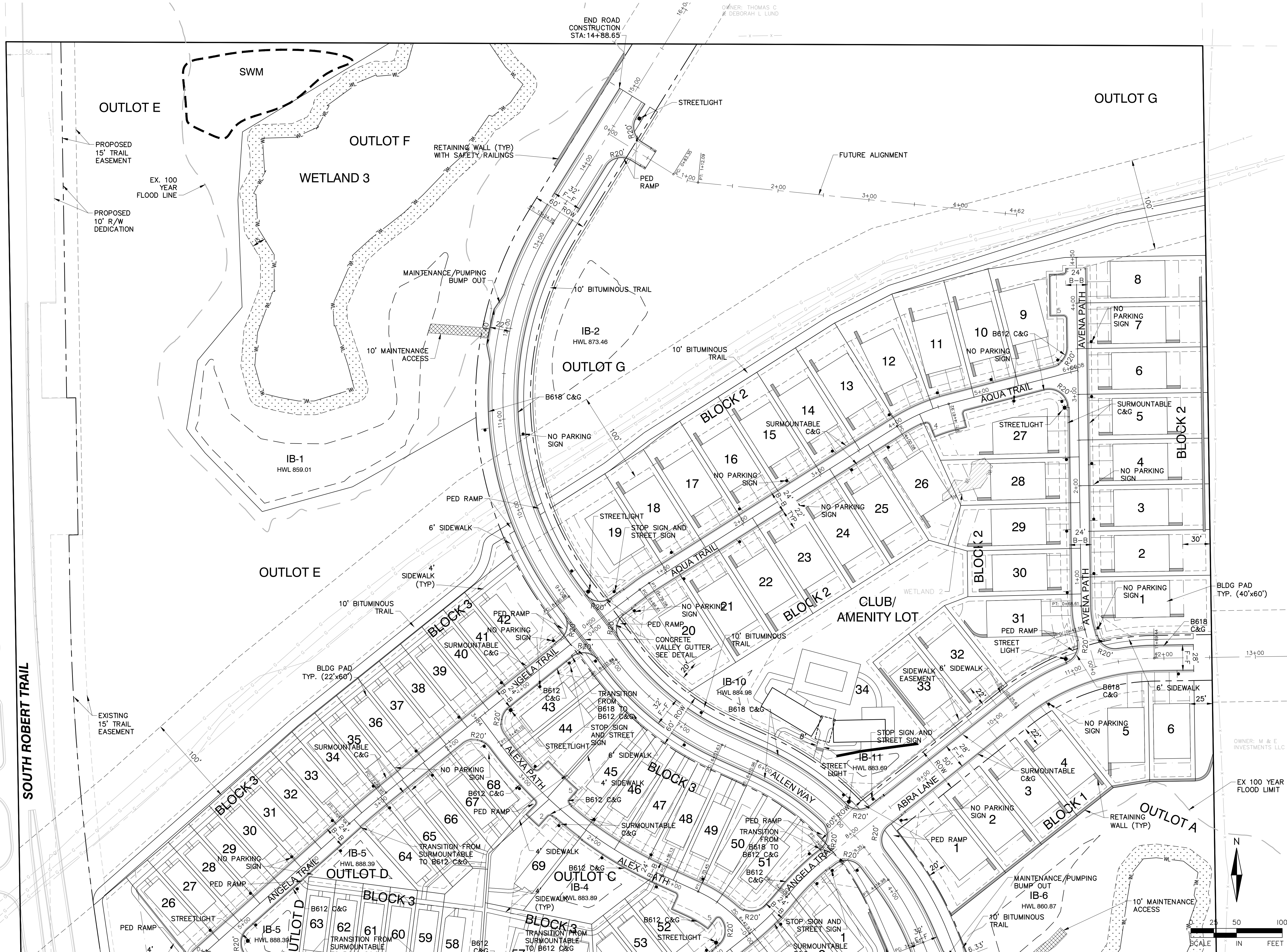
OUTLOTS TO BE CITY OWNED AND MAINTAINED: A, B, F

OUTLOTS TO BE PRIVATELY OWNED AND MAINTAINED: C, D, E, G



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Date	License No.
QUALITY ASSURANCE/CONTROL	
BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS
PROJECT TEAM DATA	
DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

Drawing name: X:\2020\200092\plan_sheets\construction documents\200092site.dwg, Feb. 26, 2021 - 12:27pm



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

SITE, LIGHTING, AND SIGNAGE PLAN

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

MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

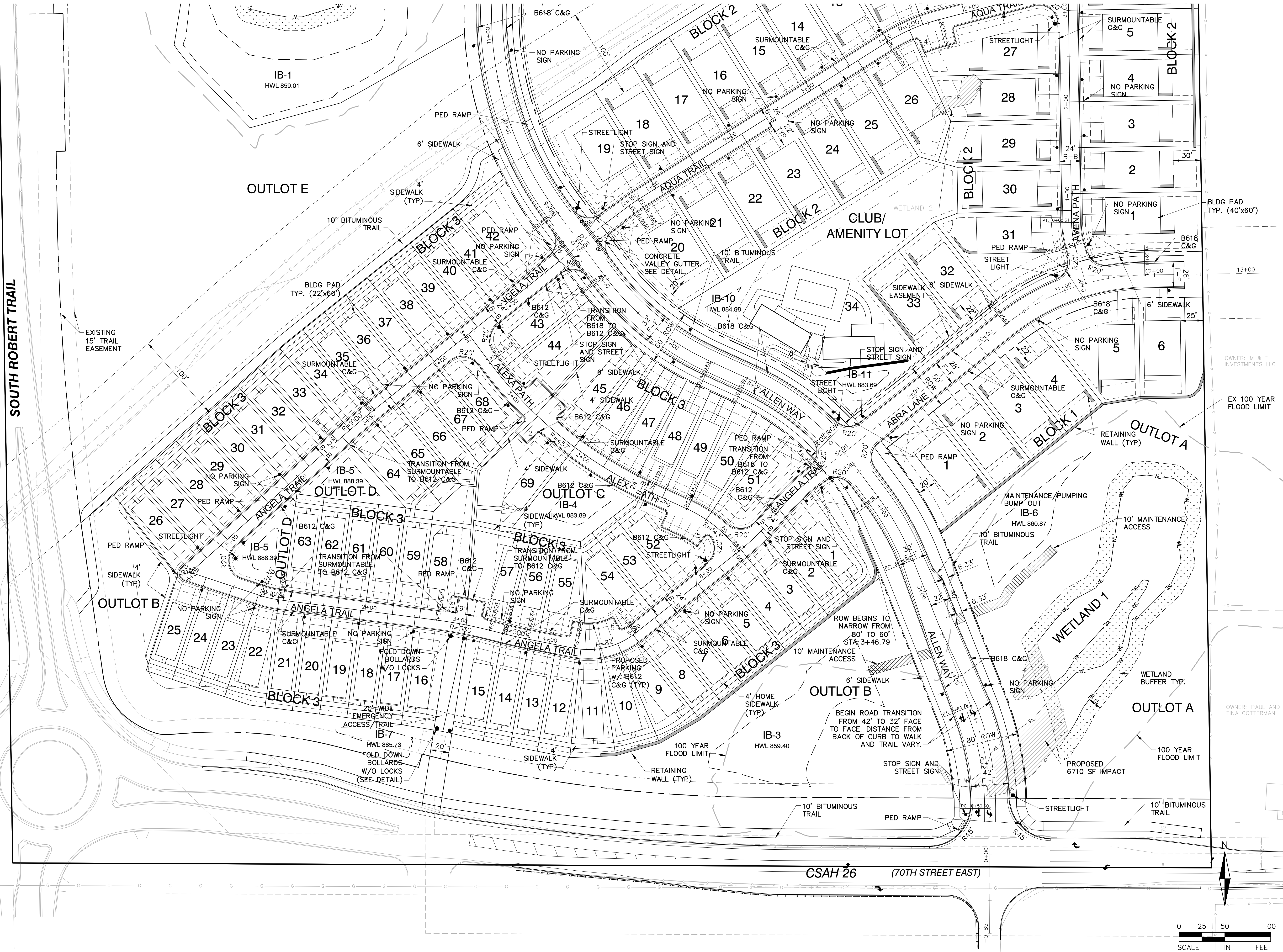
PROJECT NO: 220-0092

6

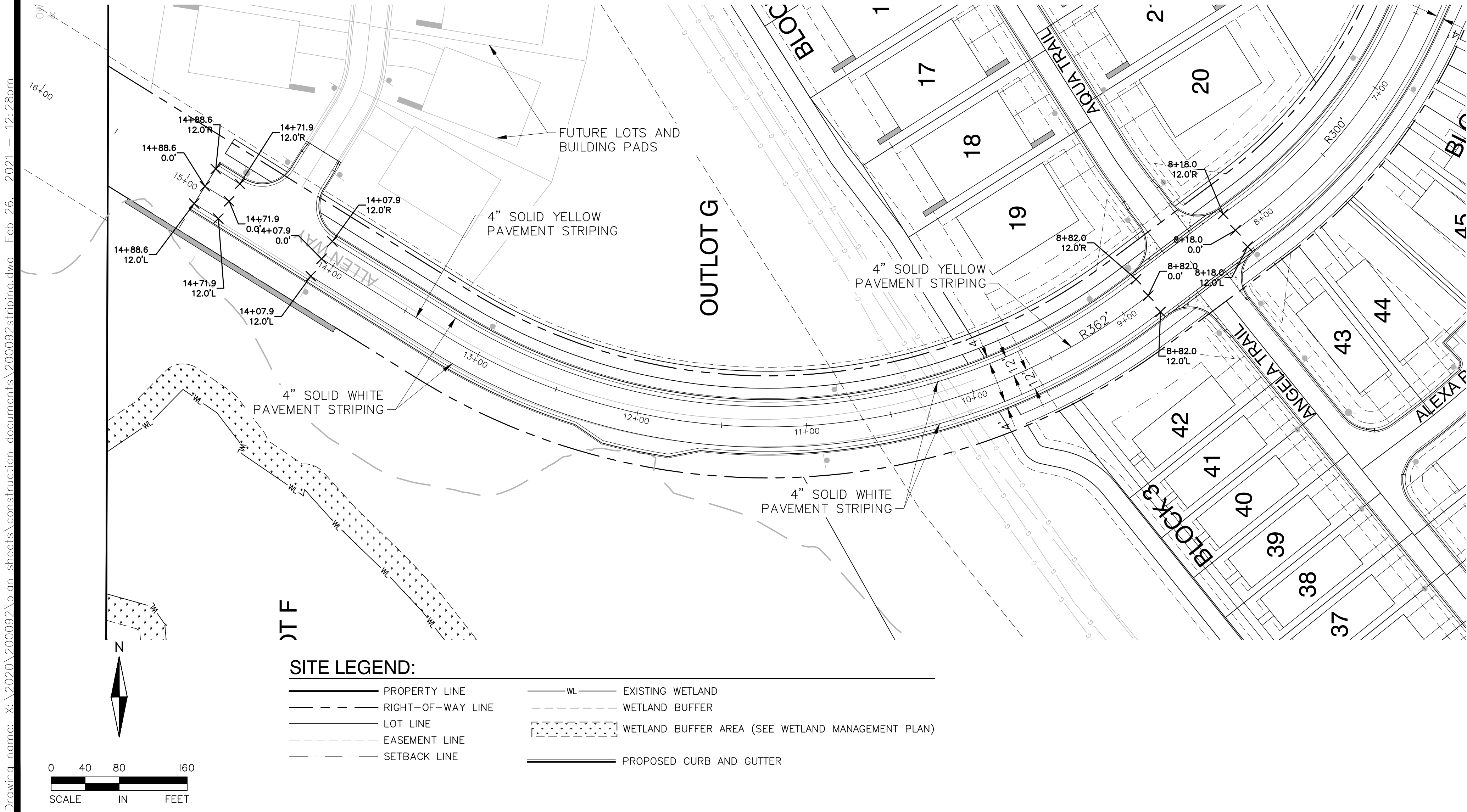
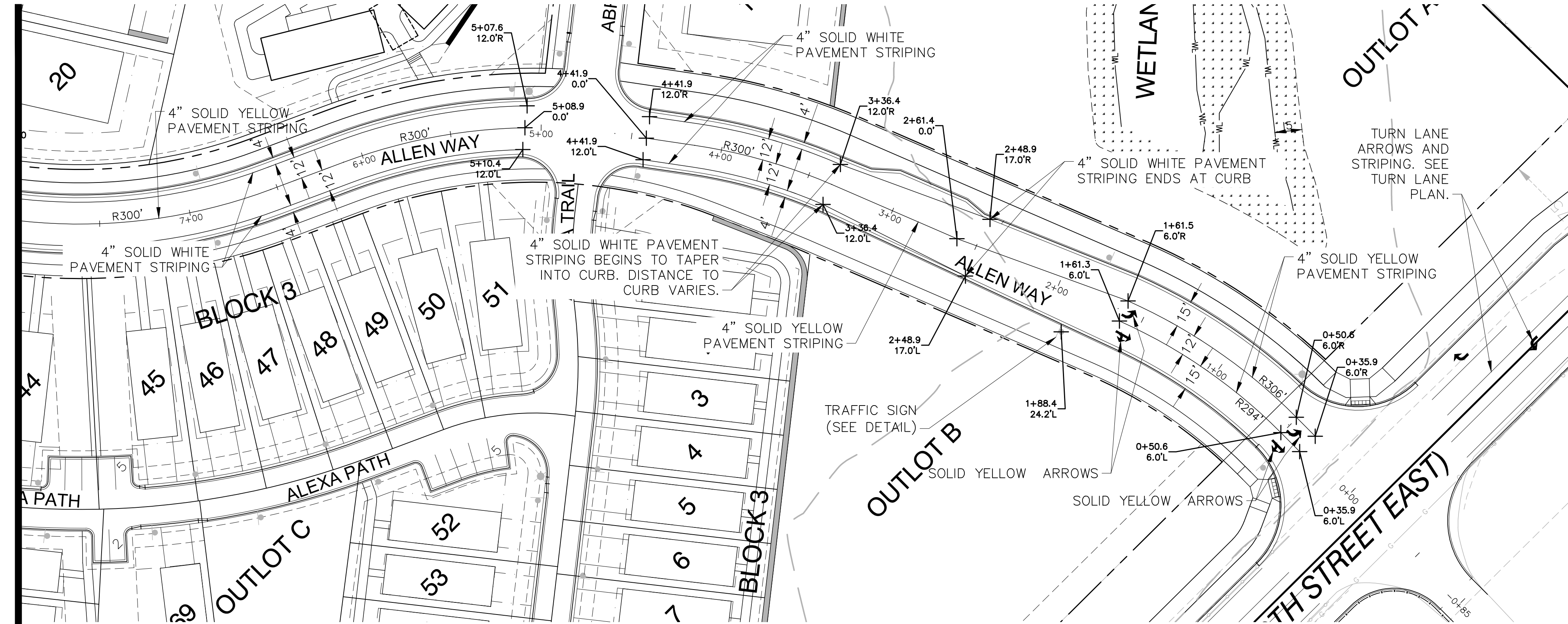
SHEET 6 OF 51

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SOUTH ROBERT TRAIL



Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092striping.dwg, Feb. 26, 2021 12:28pm



STRIPING NOTES:

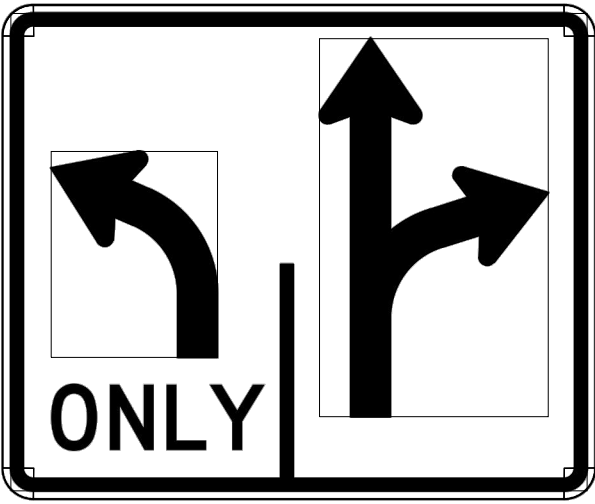
1. DIMENSIONS ARE TO THE FACE OF CURB.

SIGN LEGEND

R3-8AD

36 x 30

33584



SITE LEGEND:

- PROPERTY LINE
RIGHT-OF-WAY LINE
LOT LINE
EASEMENT LINE
SETBACK LINE
EXISTING WETLAND
WETLAND BUFFER
WETLAND BUFFER AREA (SEE WETLAND MANAGEMENT PLAN)
PROPOSED CURB AND GUTTER

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Date License No.

QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA	
DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

SHEET 9 OF 51

1. ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%. ALL SWALES SHALL HAVE A MINIMUM SLOPE OF 2.0%.
2. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
3. NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. ALL IMPROVEMENTS TO CONFORM WITH CITY OF INVER GROVE HEIGHTS CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
5. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
6. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
7. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" TOPSOIL.
10. THE GENERAL CONTRACTOR MUST DISCUSS DEWATERING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES REQUIREMENTS. IF DEWATERING IS REQUIRED DURING CONSTRUCTION, CONTRACTOR SHOULD CONSULT WITH EROSION CONTROL INSPECTOR AND ENGINEER TO DETERMINE APPROPRIATE METHOD.
11. REFER TO EROSION CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATIONS. EROSION CONTROL SHALL BE INSTALLED AND INSPECTED BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.
12. ALL 3:1 SLOPES SHALL BE AMENDED WITH A MINIMUM OF 2.5 INCHES OF COMPOST ROTOTILLED TO A DEPTH OF 8 INCHES AND REINFORCED WITH EROSION CONTROL BLANKET WITH NATURAL NETTING AND STITCHING.
13. INFILTRATION BASINS SHALL NOT BE CONSTRUCTED UNTIL THE CONTRIBUTORY DRAINAGE AREAS ARE ESTABLISHED.
14. INFILTRATION BASINS SHALL NOT BE EXCAVATED UNTIL THEY ARE READY FOR CONSTRUCTION.
15. INFILTRATION BASIN LOCATIONS SHALL BE PROTECTED FROM COMPACTION AND SILTATION DURING SITE GRADING AND HOME CONSTRUCTION ACTIVITIES.

1. ALL RETAINING WALLS SHALL BE ROUGH GRADED AT A 2:1 SLOPE WITH BASE OF SLOPE AT PROPOSED WALL FACE.
2. THE RETAINING WALL SLOPE AREAS ARE TO BE MAINTAINED UNTIL RETAINING WALL CONSTRUCTION OCCURS. ANY EROSION SHALL BE REMEDIED AND RESTORED.
3. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.
4. INSTALL SAFETY RAILING ATOP ALL WALLS WHERE REQUIRED BY CODE.
5. SAFETY RAILING TO BE 4' BLACK CHAIN LINK FENCE.
6. RETAINING WALL CONTRACTOR AND/OR RETAINING WALL STRUCTURAL ENGINEER ARE RESPONSIBLE TO REVIEW CIVIL SITE ENGINEERING DRAWINGS. ANY OBSERVED CONCERNS WITH CIVIL SITE ENGINEERING DESIGN ELEMENTS RELATED TO THE RETAINING WALLS THAT REQUIRE MODIFICATIONS TO THE CIVIL SITE DESIGN IS THEIR RESPONSIBILITY TO COORDINATE WITH PROJECT OWNER AND CIVIL SITE ENGINEER. IF NO COORDINATION IS REQUESTED IT SHALL BE UNDERSTOOD THAT ALL CONDITIONS WITHIN THE CIVIL SITE DESIGN AND PLANS ARE ACCEPTABLE AND ABLE TO BE PROVIDED FOR IN THE RETAINING WALL DESIGN AND CONSTRUCTION.
7. RETAINING WALLS ARE TO BE FINAL DESIGNED AND PERMITTED BY OTHERS.

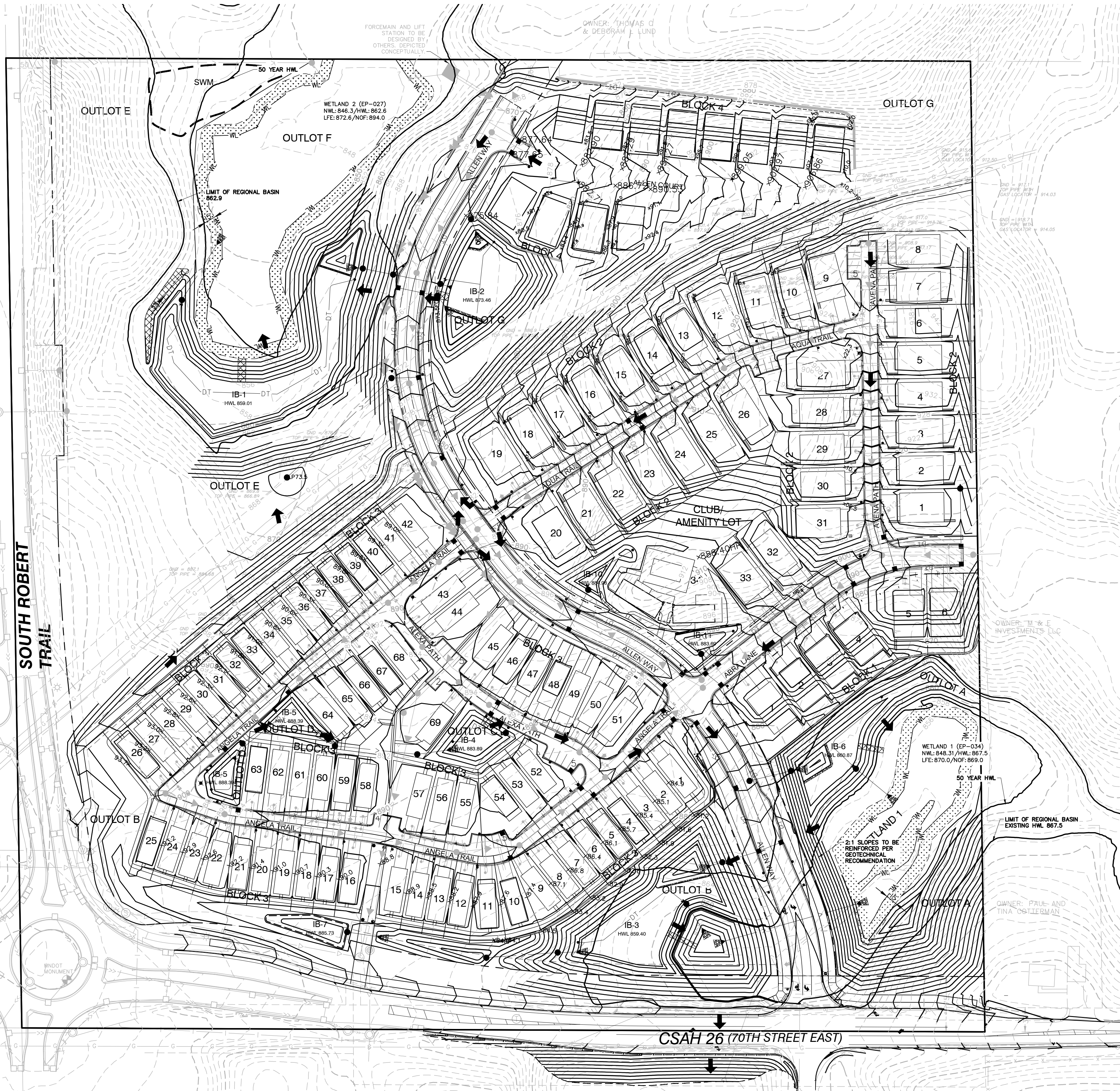
2" TYPE WEARING COURSE MIX
SPWEA330C OR SPWEA440C
TACK COAT
2" TYPE NON-WEARING COURSE
MIX SPWEA330C OR SPWEA440C
TACK COAT
2" TYPE NON-WEARING COURSE
MIX SPWEA330C OR SPWEA440C
10" AGGREGATE BASE CLASS 5
(MNDOT 31.38)
24" SELECT GRANULAR MATERIAL
GEOTEXTILE FABRIC
MNDOT TYPE V

— 6" CONCRETE
— 6" AGGREGATE BASE CLASS 5

- 2" WEARING COURSE
MIX SPWEA330C
- TACK COAT
- 2" NON-WEARING COURSE
MIX SPWEA330C
- 6" AGGREGATE BASE CLASS 5
- 24" SELECT GRANULAR MATERIAL
GEOTEXTILE FABRIC

3" WEARING COURSE
MIX (SPWEA230E)
6" AGGREGATE BASE CLASS 5
COMPACTED SUBGRADE

	EXISTING CONTOUR		PROPOSED CATCH BASINS
	PROPOSED CONTOUR		PROPOSED STORM SEWER
	PROPOSED RETAINING WALL		TW 70.0 BW 66.0
x62.44 x962.44	PROPOSED TC, CL ELEVATION		PROPERTY LINE
x62.4 x962.4	PROPOSED SPOT ELEVATION		LOT LINE
	DIRECTION OF DRAINAGE		EASEMENT LINE
	EMERGENCY OVERFLOW ROUTING		EOF ROUTING



Drawing name: X:\2020\200092\plan sheets\construction documents\200092arad.dwg, Feb. 26, 2021 - 2:34pm



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

GRADING AND DRAINAGE PLAN

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

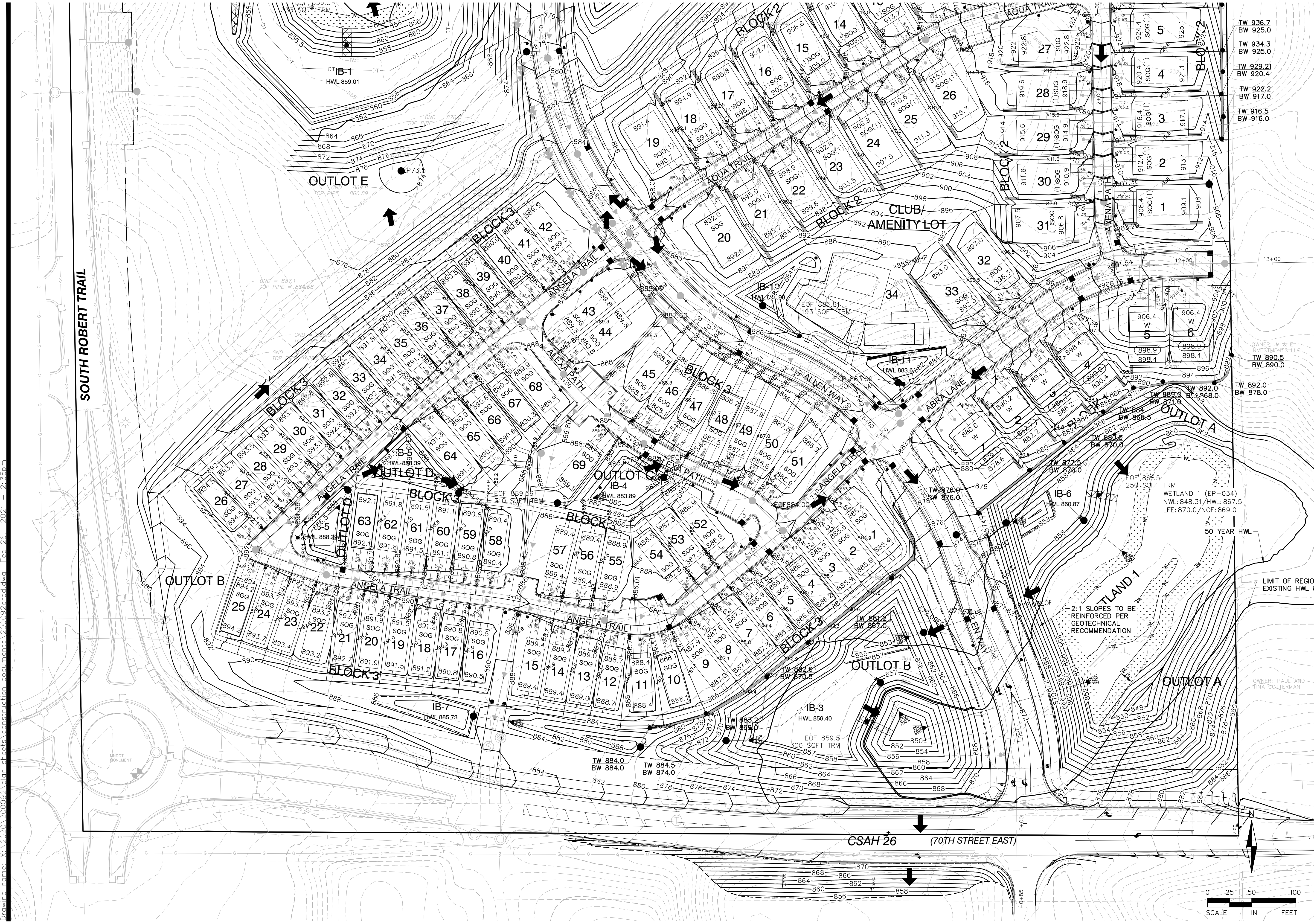
PROJECT NO: 220-0092

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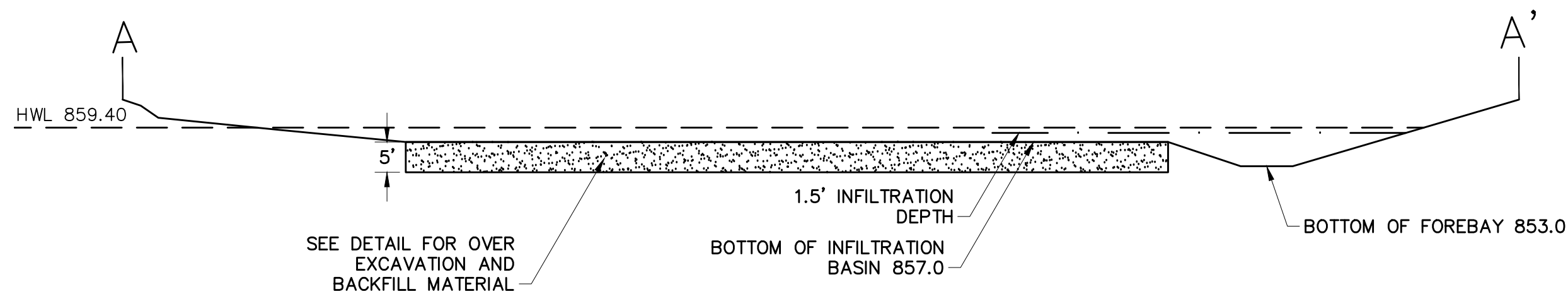
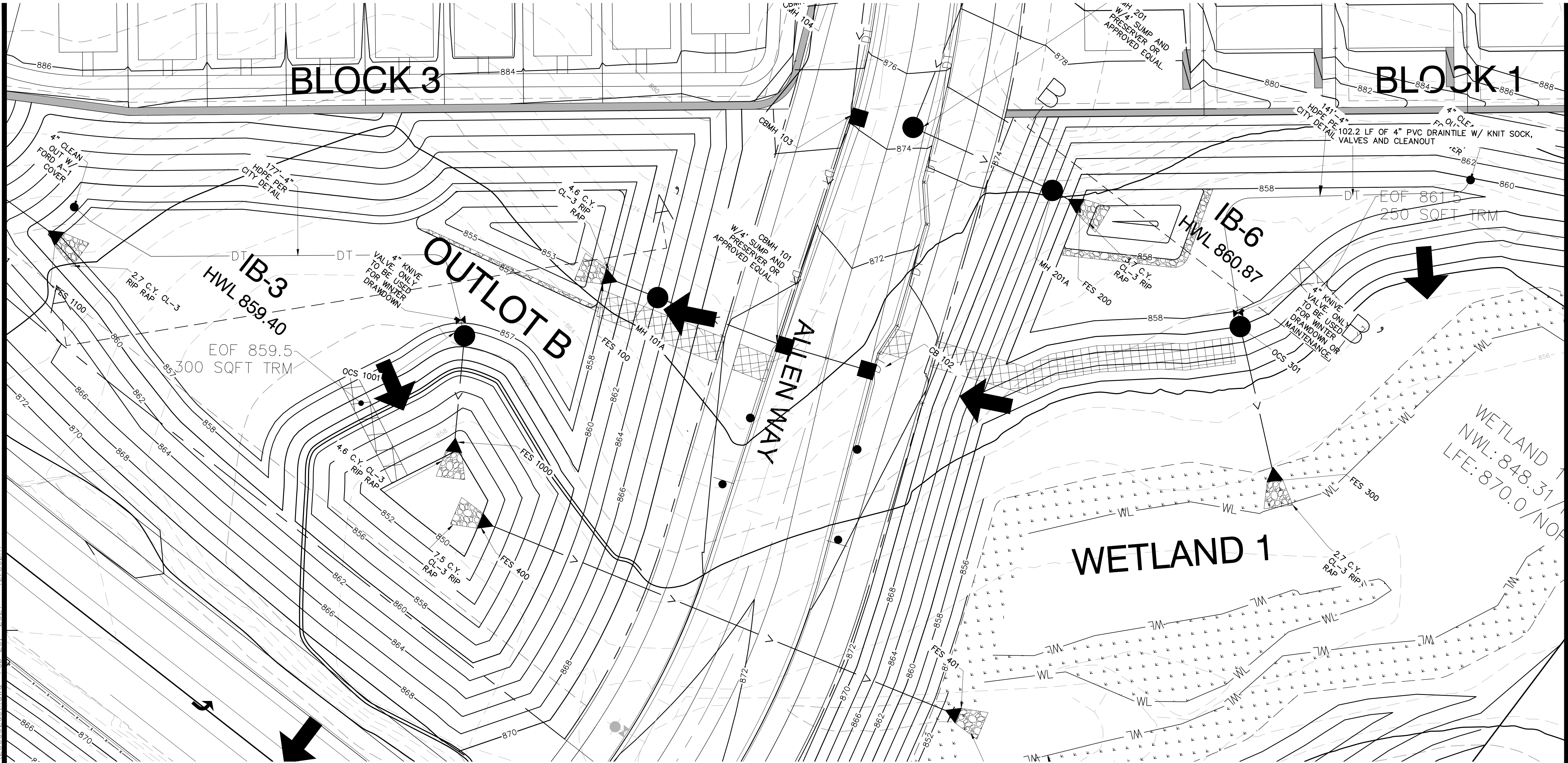
SHEET 10 OF 51

GRADING AND DRAINAGE PLAN

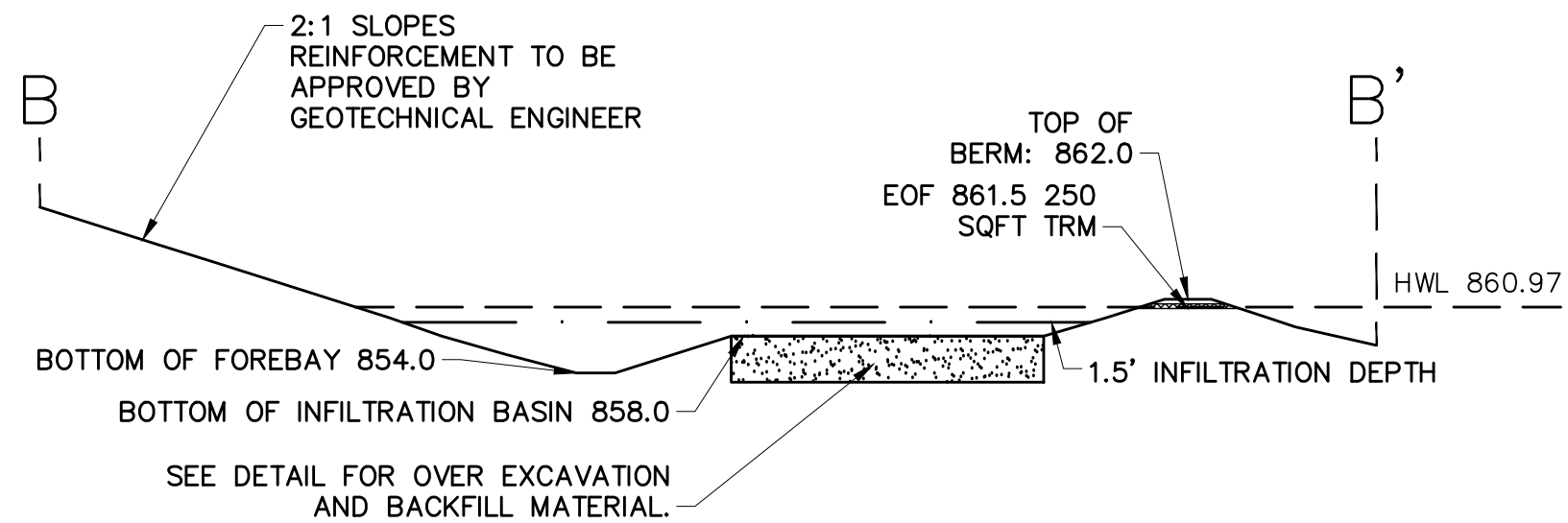
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DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092



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INFILTRATION BASIN 3 A-A' CROSS SECTION
NOT TO SCALE



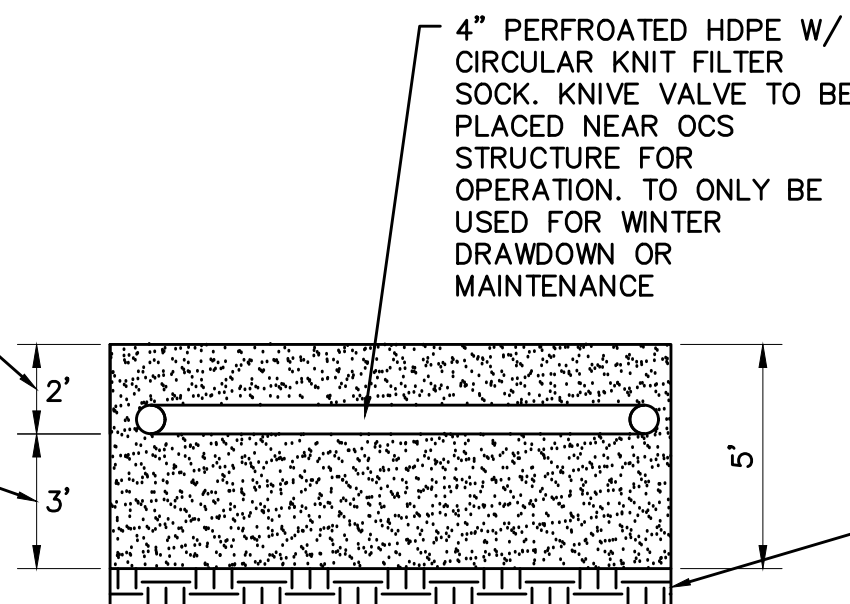
INFILTRATION BASIN 6 B-B' CROSS SECTION
NOT TO SCALE

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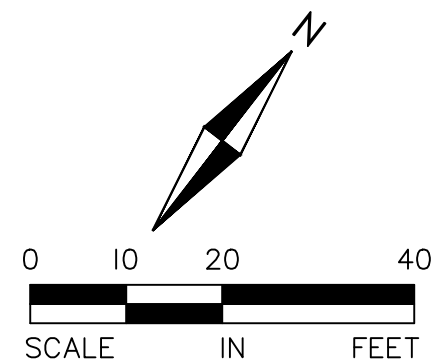
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RETAINING WALL
- PROPOSED TC, CL ELEVATION
- PROPOSED SPOT ELEVATION
- DIRECTION OF DRAINAGE
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- TOP OF WALL ELEVATION
- BOTTOM OF WALL ELEVATION
- PROPERTY LINE
- LOT LINE
- EASEMENT LINE

2' SECTION OF 80/20 SAND AND COMPOST MIX. (80% COARSE-WASHED SAND (MNDOT 3126), 20% LEAF-LITTER COMPOST (ORGANIC GRADE 2, MNDOT 3890)

3' SECTION TO BE FREE DRAINING MATERIAL. IF ONSITE MATERIAL THAT WOULD EQUAL A MINIMUM OF 0.375"/HR INFILTRATION RATE ON SITE CAN BE USED. MUST BE APPROVED BY GEOTECHNICAL ENGINEER. OTHERWISE 80/20 MIX CONTINUED FOR ADDITIONAL 3'.



LOOSEN/RIP 12" NATIVE SOILS PRIOR TO BACKFILLING



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CONSTRUCTION DOCUMENTS

BMP DETAILS

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MARK RAUSCH, PE

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DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

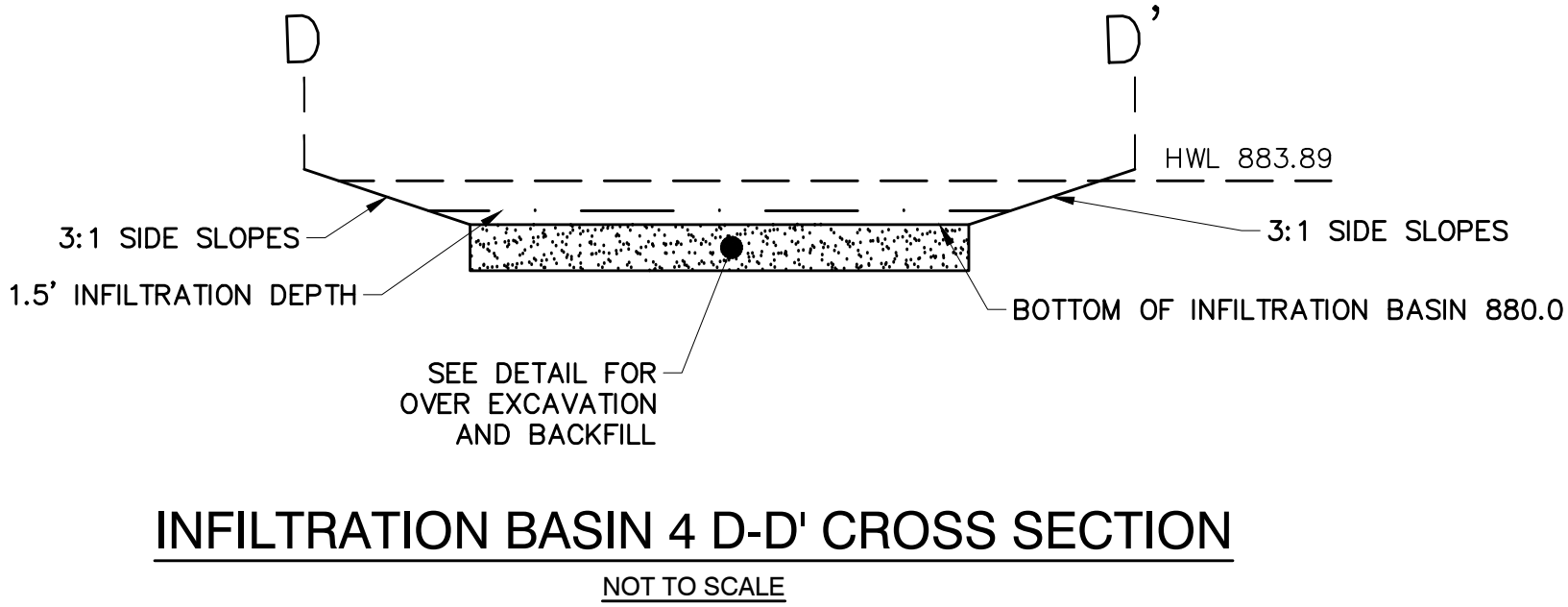
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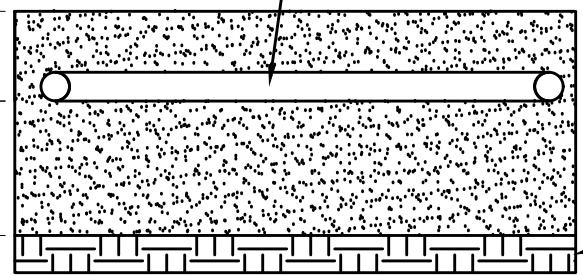
SHEET 13 OF 51

DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

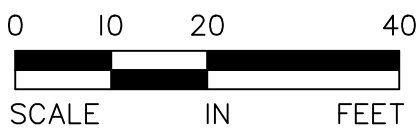
SHEET 14 OF 51



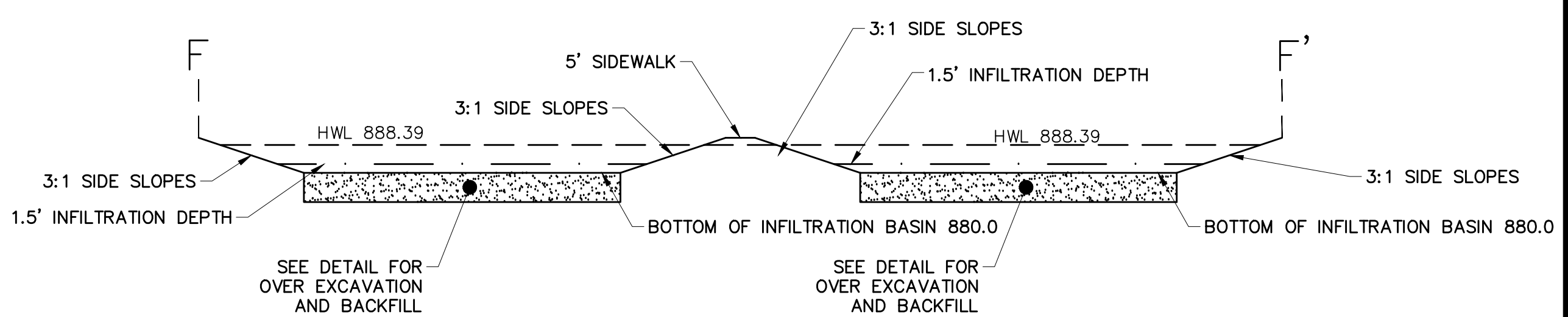
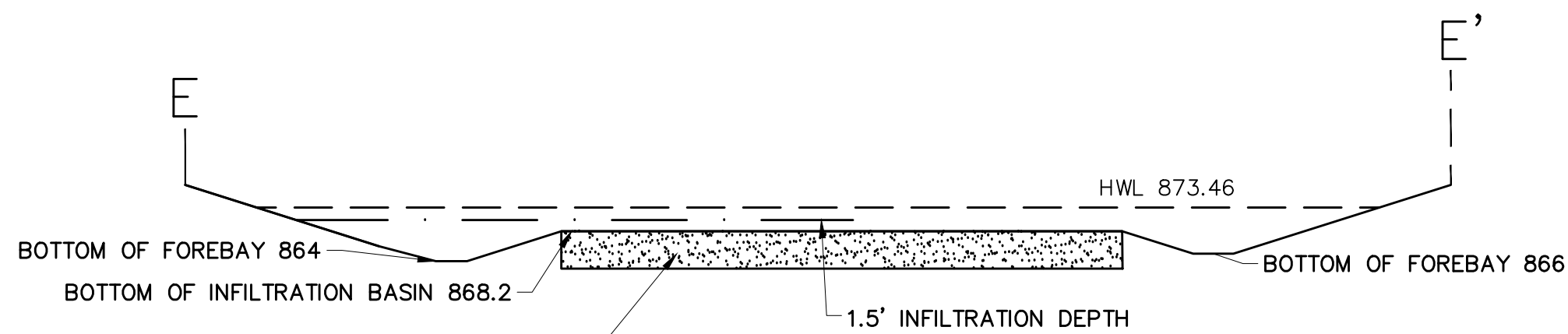
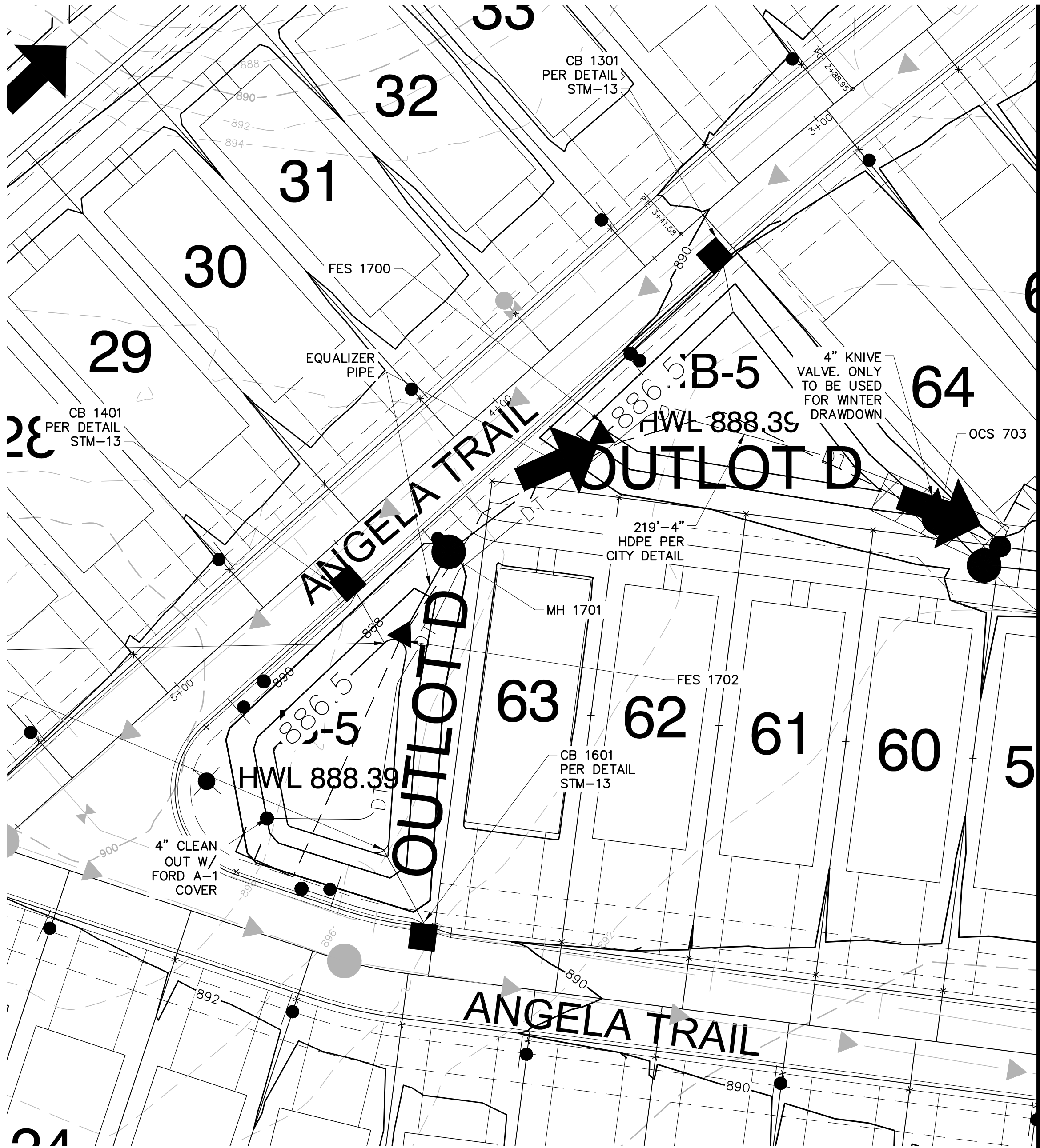
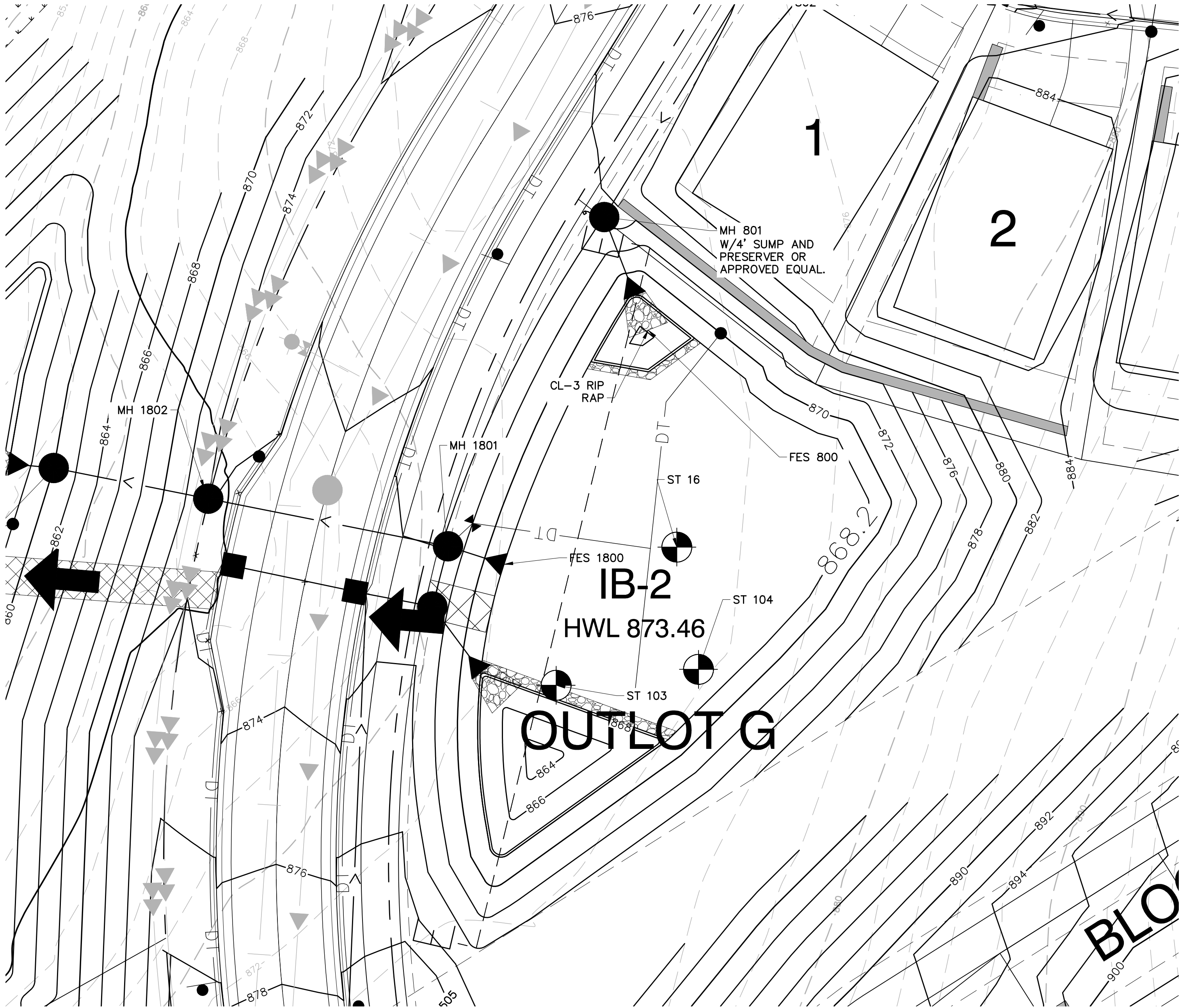
3' SECTION TO BE FREE DRAINING MATERIAL. IF ONSITE MATERIAL THAT WOULD EQUAL A MINIMUM OF 0.375"/HR INFILTRATION RATE ON SITE CAN BE USED, MUST BE APPROVED BY GEOTECHNICAL ENGINEER. OTHERWISE 80/20 MIX CONTINUED FOR ADDITIONAL 3'. INFILTRATION BASIN 4 HAS SM AND SP MATERIAL PER SOIL BORINGS.



LOOSEN/RIP 12" NATIVE
SOILS PRIOR TO
BACKFILLING



Drawing name: X:\2020\200092\plan sheets\construction documents\200092det1.dwg, Feb. 26, 2021 -- 12:30pm

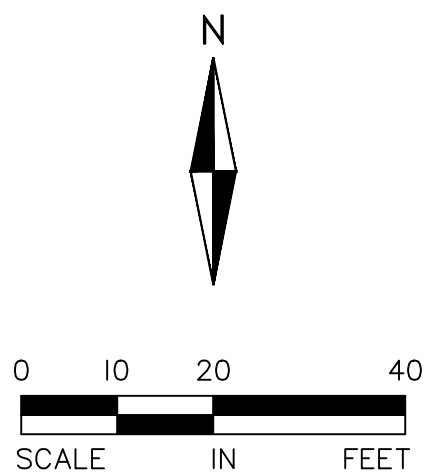
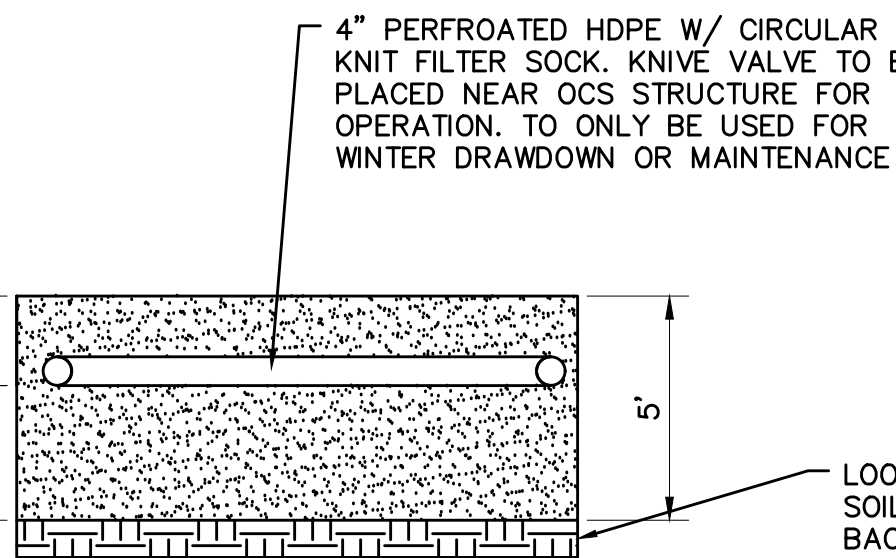


GRADING LEGEND:

—789—	EXISTING CONTOUR	●	PROPOSED CATCH BASINS
—789—	PROPOSED CONTOUR	—	PROPOSED STORM SEWER
—	PROPOSED RETAINING WALL	—	TOP OF WALL ELEVATION
x62.44 x62.44	PROPOSED TC, CL ELEVATION	—	BOTTOM OF WALL ELEVATION
x62.4 x62.4	PROPOSED SPOT ELEVATION	—	PROPERTY LINE
1.0%	DIRECTION OF DRAINAGE	—	LOT LINE
		—	EASEMENT LINE

2' SECTION OF 80/20 SAND AND COMPOST MIX. (80% COARSE-WASHED SAND (MNDOT 3126), 20% LEAF-LITTER COMPOST (ORGANIC GRADE 2, MNDOT 3890)

3' SECTION TO BE FREE DRAINING MATERIAL. IF ONSITE MATERIAL IS AVAILABLE THAT WOULD EQUAL A MINIMUM OF 0.375"/HR INFILTRATION RATE ON SITE CAN BE USED. MUST BE APPROVED BY GEOTECHNICAL ENGINEER. OTHERWISE 80/20 MIX CONTINUED FOR ADDITIONAL 3'.



CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

BMP DETAILS

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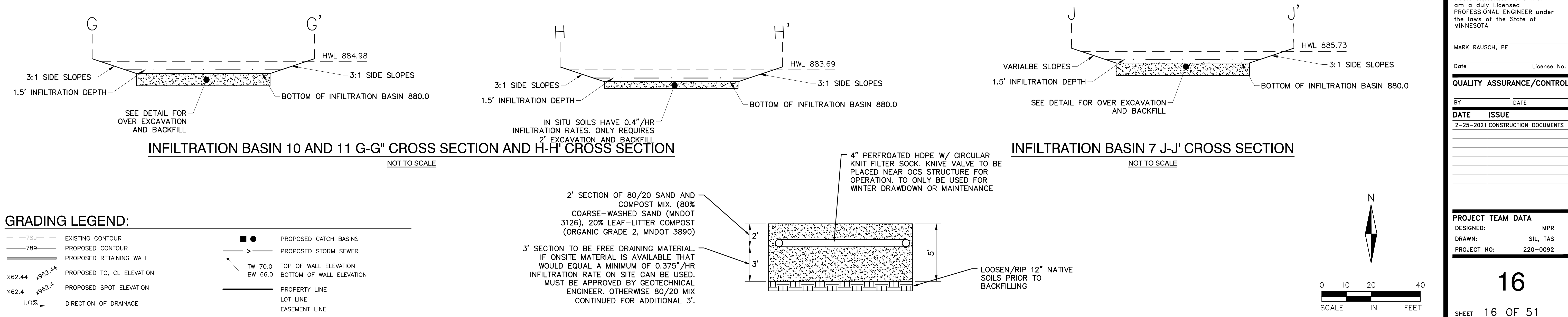
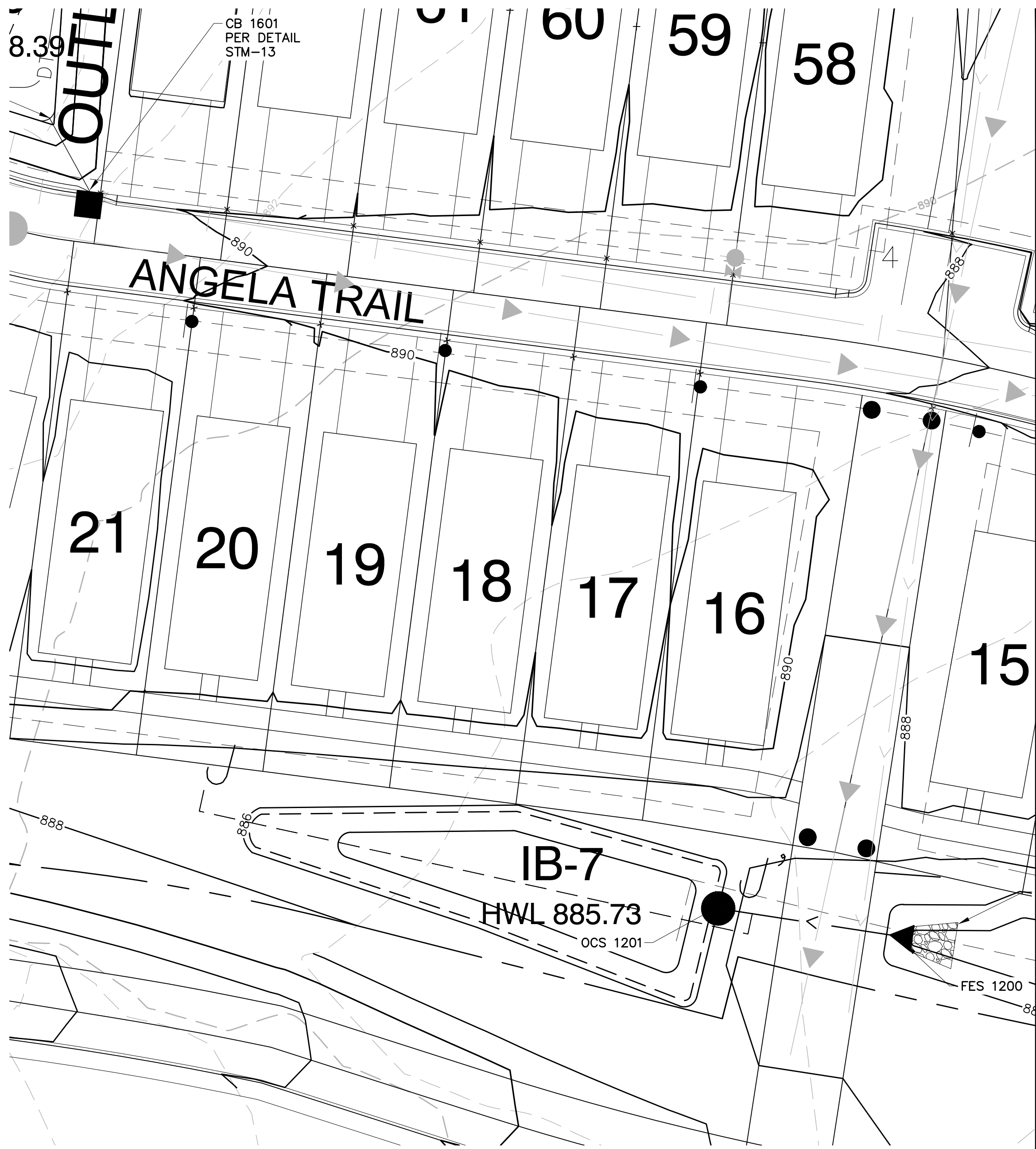
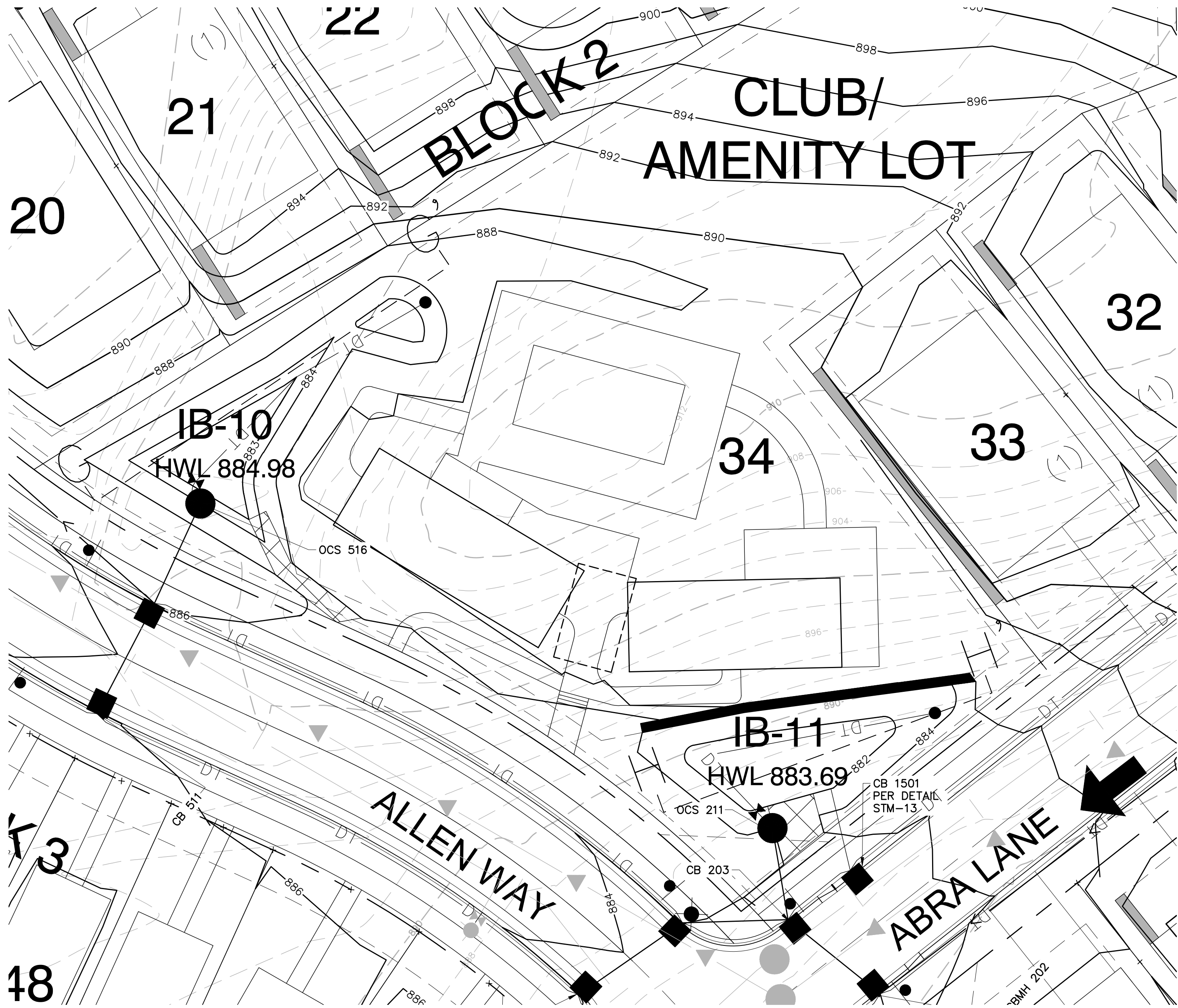
MARK RAUSCH, PE
Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE
DATE ISSUE
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092det1.dwg, Feb. 26, 2021 - 12:30pm



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BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

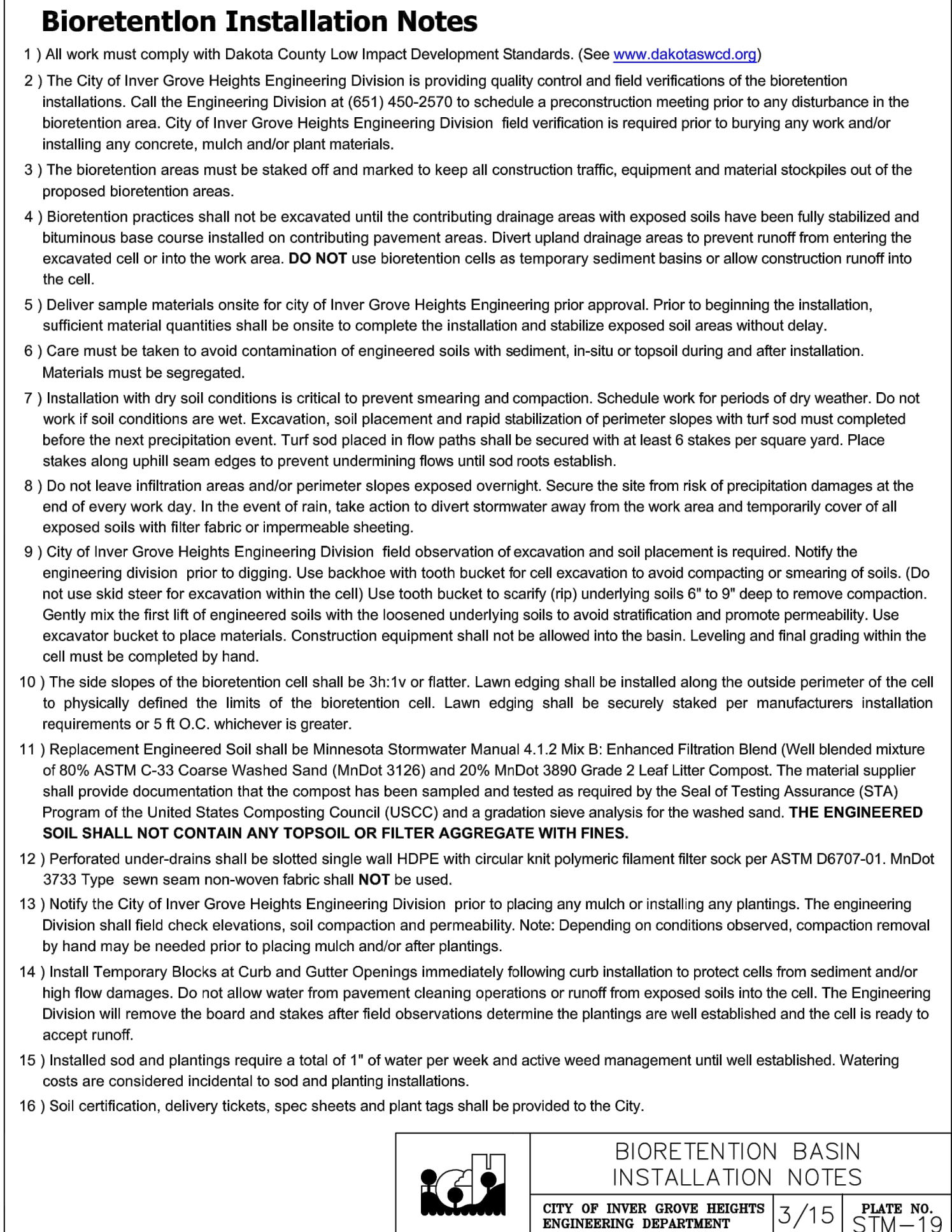
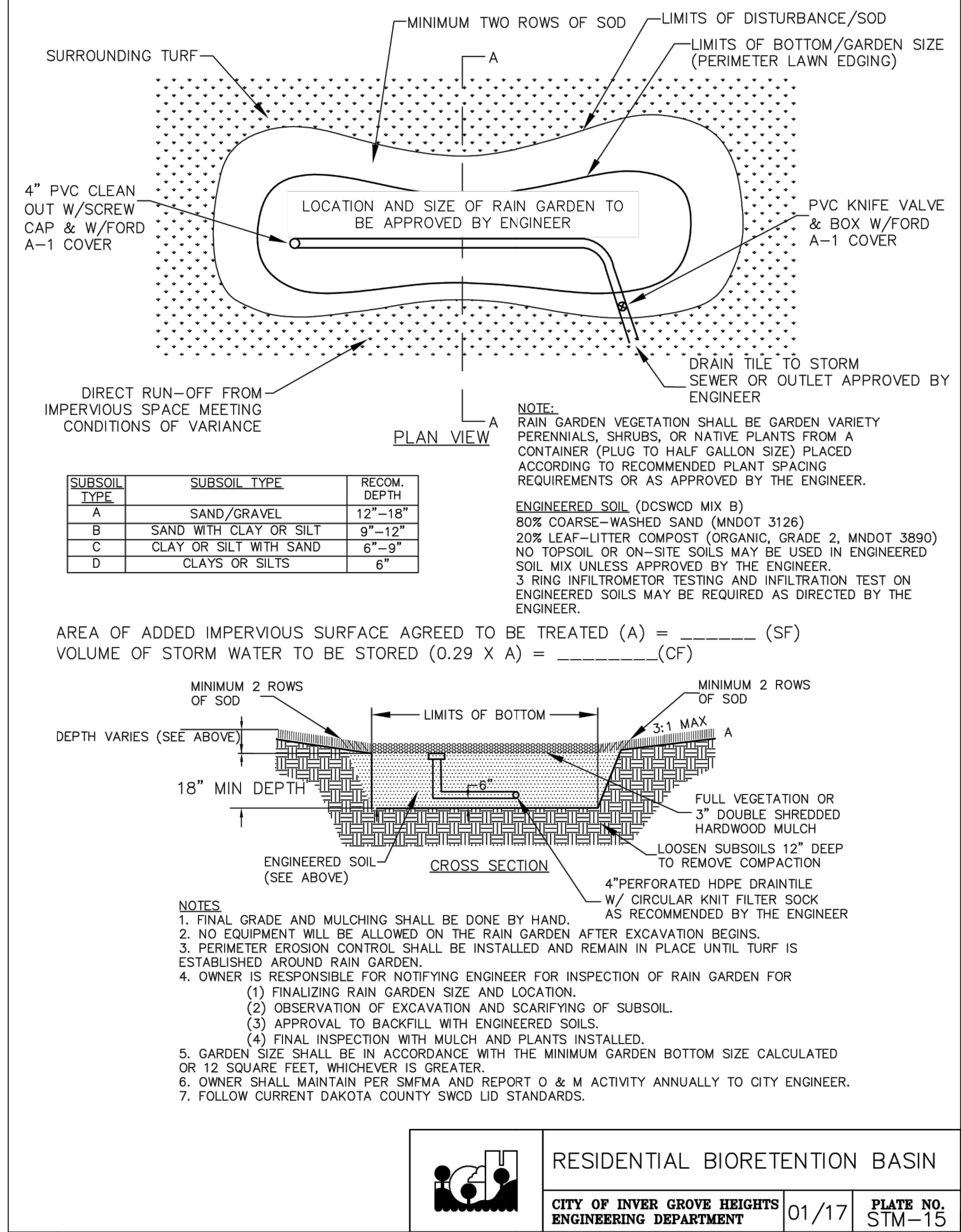
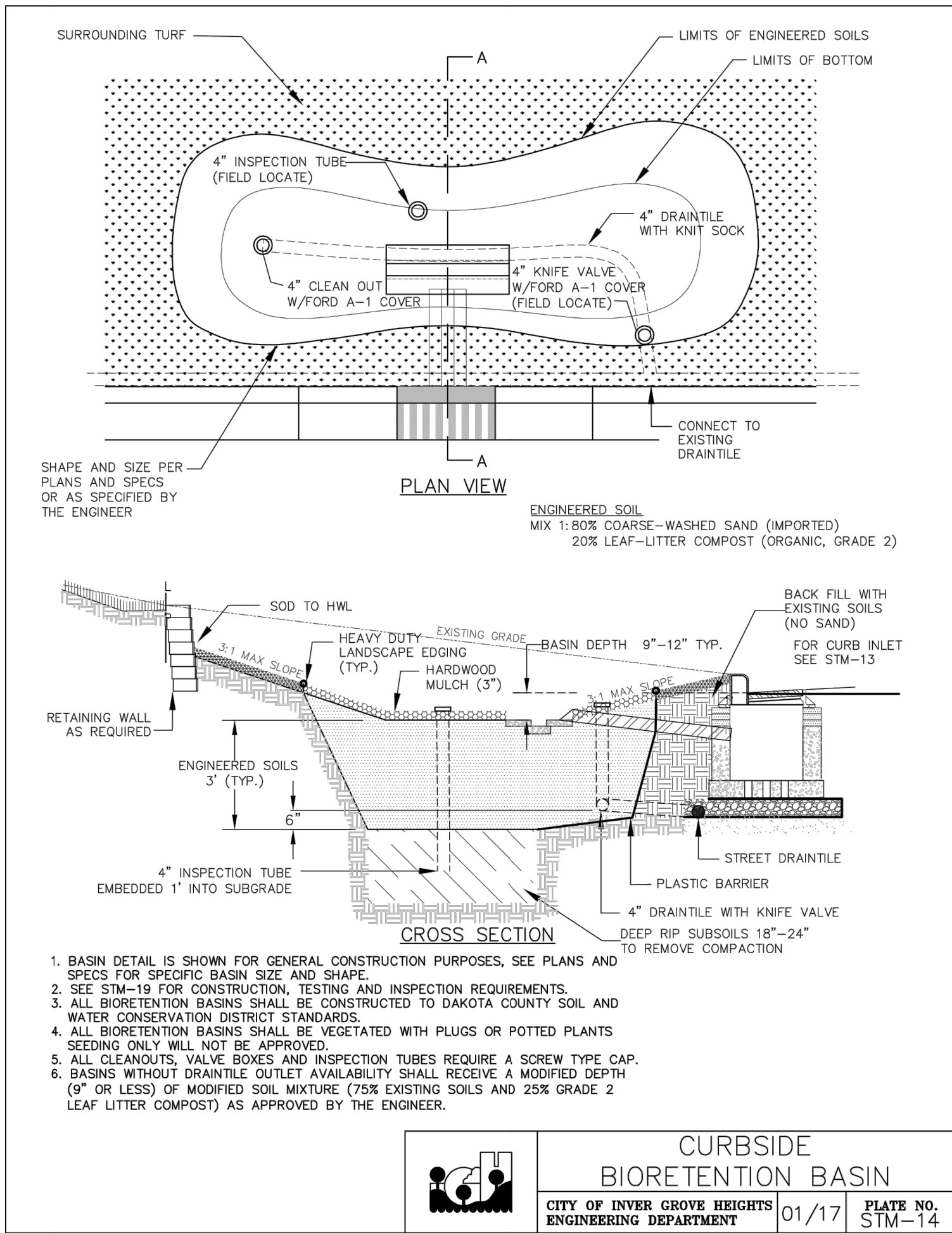
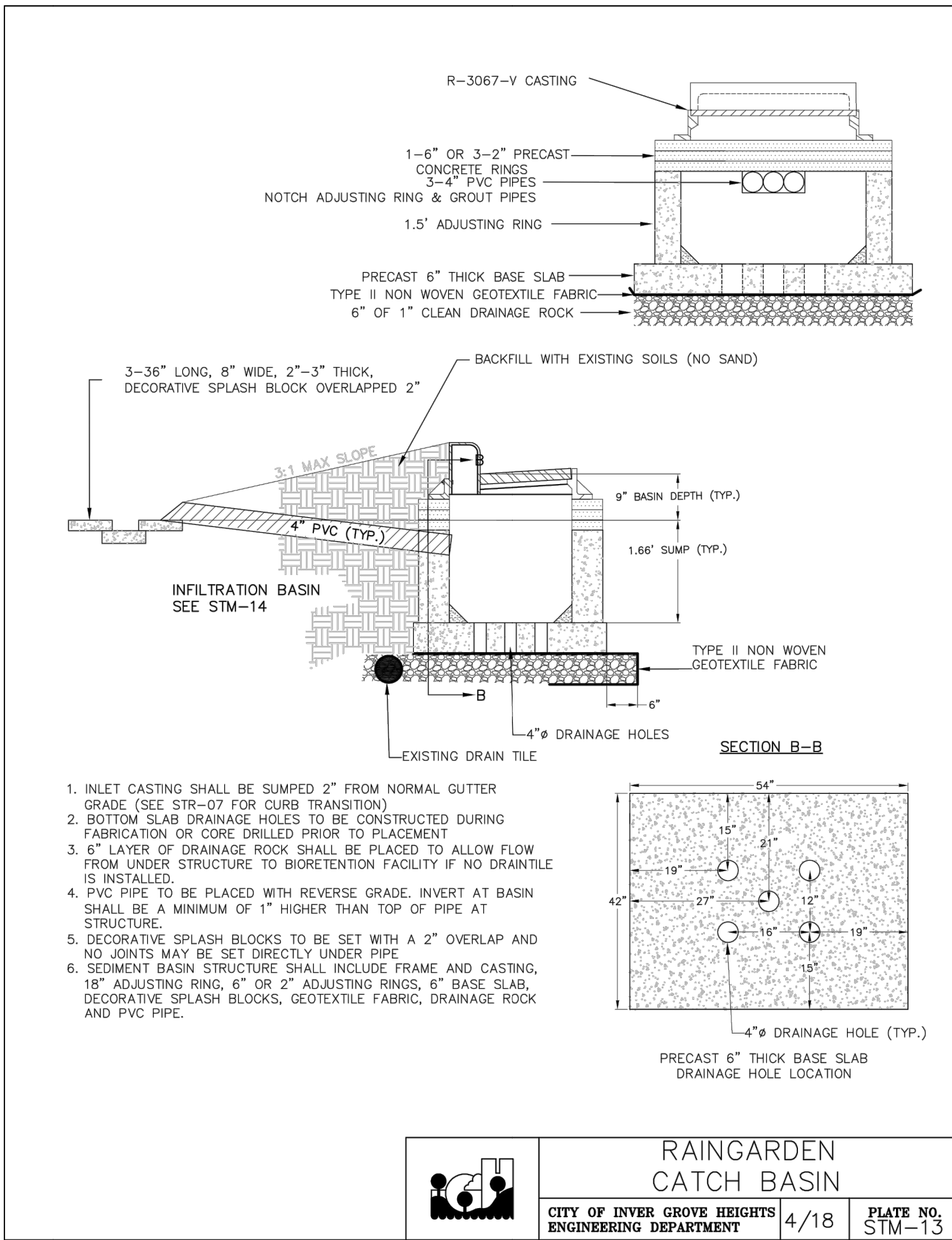
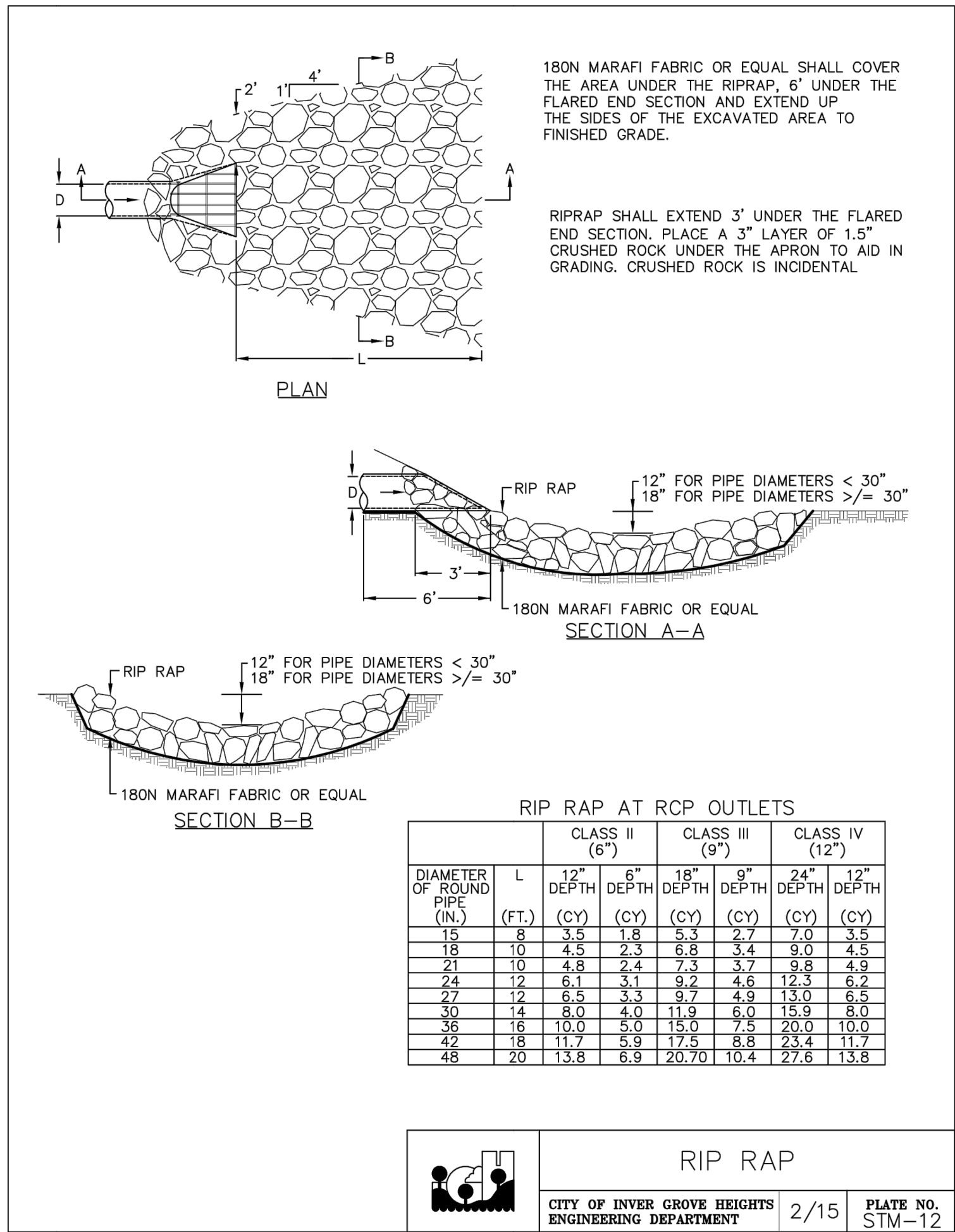
PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092deltdwg Feb 26, 2021 -- 12:30pm



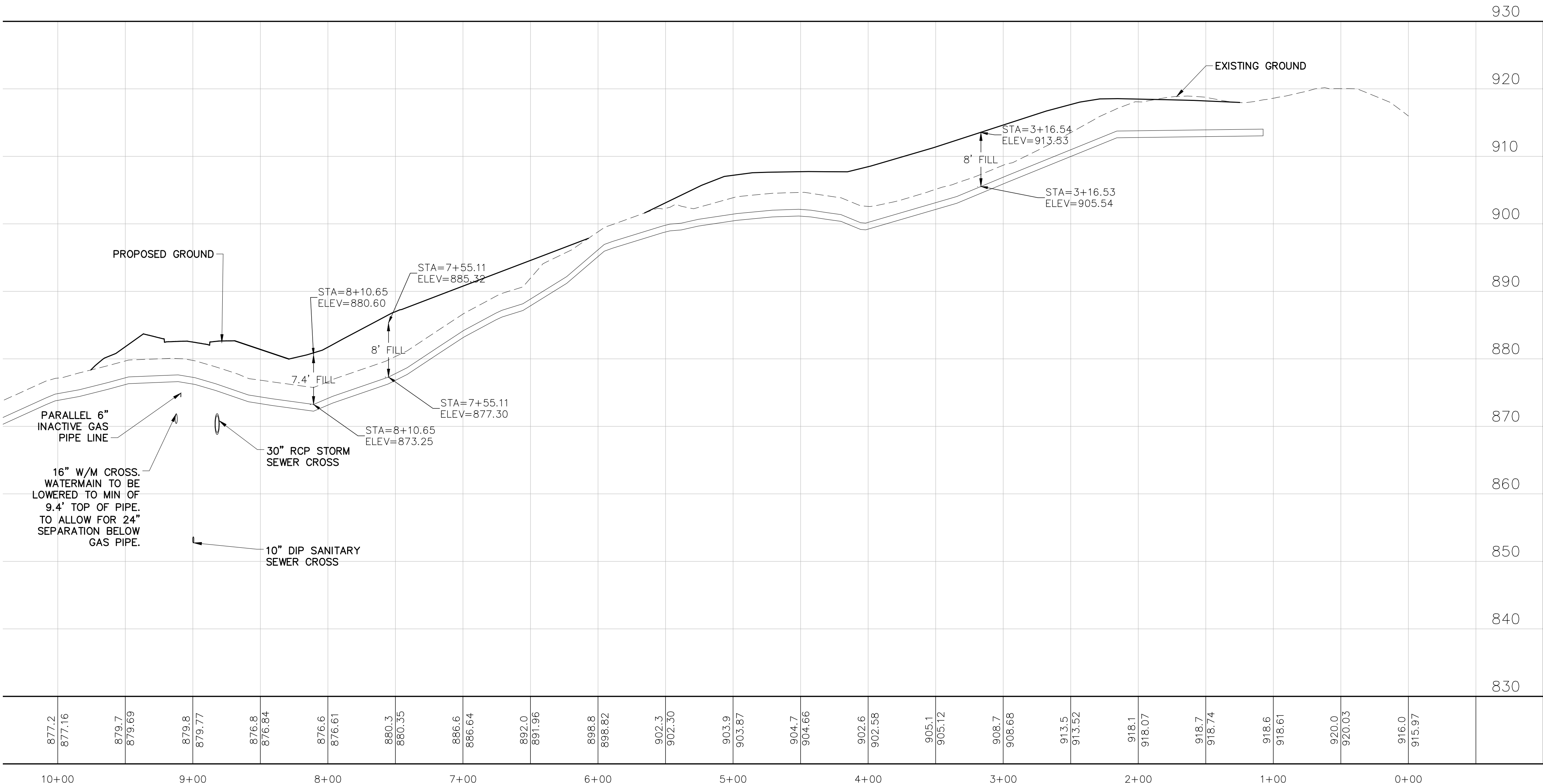
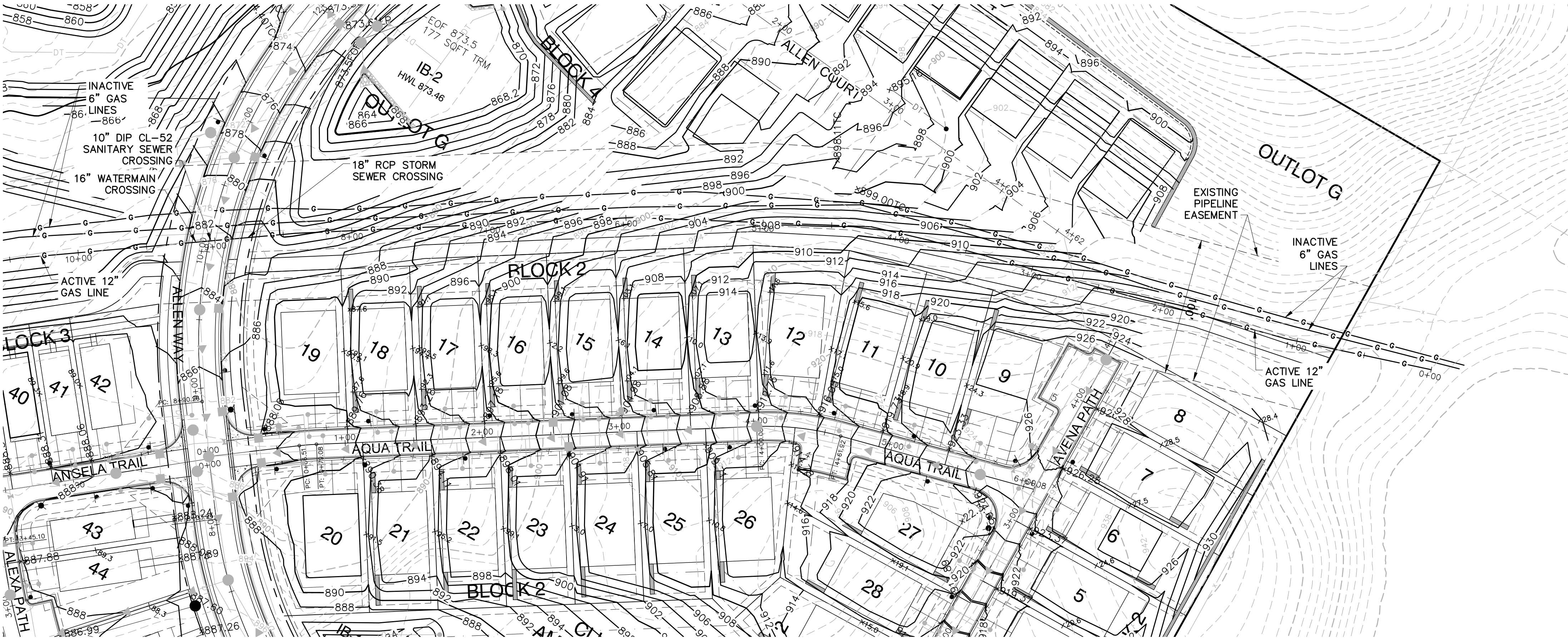
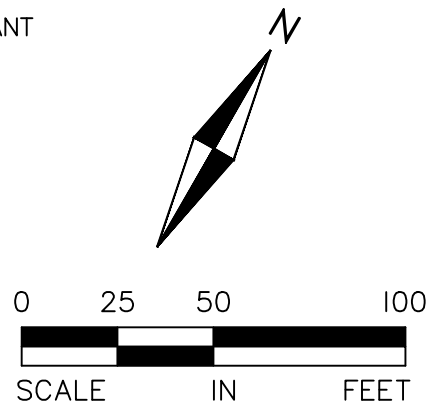
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DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS
PROJECT TEAM DATA	
DESIGNED:	MPR
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PROJECT NO:	220-0092

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- NOTES:**
1. CONTRACTOR TO OBTAIN ALL NECESSARY APPROVALS FROM MAGELLAN AND CITY PRIOR TO BEGINNING CONSTRUCTION.
 2. CONTRACTOR TO CONTACT MAGELLAN PRIOR TO DOING ANY WORK WITHIN HIGH PRESSURE PIPELINE RIGHT OF WAY.
 3. CONTRACTOR SHALL NOT TRANSPORT CONSTRUCTION MATERIALS LONGITUDINALLY OVER THE PIPELINE. ANY NECESSARY CROSSING SHOULD OCCUR AT OR AS NEAR AS POSSIBLE TO 90°.
 4. NO TRACK TYPE CONSTRUCTION EQUIPMENT SHALL BE PERMITTED TO PIVOT OR TURN DIRECTLY OVER THE TOP OF THE PIPELINE.
 5. A SCRAPER OR PAN TYPE TRACTOR SHALL NOT BE USED FOR REMOVAL OF SOIL WITHIN 10' OF THE PIPELINE.
 6. A SHEEPSFOOT ROLLER SHALL NOT BE USED FOR COMPACTION PURPOSES WITHIN 5' OF OR DIRECTLY ABOVE, THE CENTERLINE OF THE PIPELINE.
 7. NO VIBRATORY ROLLERS SHALL BE USED WITHIN 3' OF THE CENTERLINE OF THE PIPELINE UNTIL COMPACTED COVER OVER THE PIPELINE HAS REACHED A DEPTH OF 3.5'.
 8. ANY EXCAVATION WITHIN 2' OF THE PIPELINE SHALL BE DONE BY HAND.
 9. 4.0' MINIMUM COVER MUST BE MAINTAINED AT ALL ROAD CROSSINGS.
 10. FOREIGN LINES SHALL CROSS UNDER THE PIPELINE WITH AT LEAST 2' OF VERTICAL SEPARATION.
 11. BELOW GROUND PRECAUTIONARY FLAGGING SHALL BE PLACED IN THE DITCH LINE ABOVE THE FOREIGN LINE. WARNING TAPE SHALL BE PLACED AT MINIMUM 15" ABOVE MAGELLAN PIPE. WARNING TAPE SHOULD EXTEND FOR 20' ON EITHER SIDE OF THE CENTERLINE OF THE PIPELINE OR ACROSS THE WIDTH OF THE EASEMENT TRACT.

- LEGEND:**
- EASEMENT LINE
 - - - - - BUILDING SETBACK
 - ===== PROPERTY LINE
 - ===== LOT LINE
 - ===== ROW
 - 789--- EXISTING CONTOUR
 - 789--- PROPOSED CONTOUR
 - >--- PROPOSED STORM SEWER
 - >--- PROPOSED SANITARY SEWER
 - |--- PROPOSED WATERMAIN
 - PROPOSED CATCH BASIN
 - PROPOSED SANITARY MANHOLE
 - ⊕ PROPOSED GATE VALVE
 - ◆ PROPOSED HYDRANT



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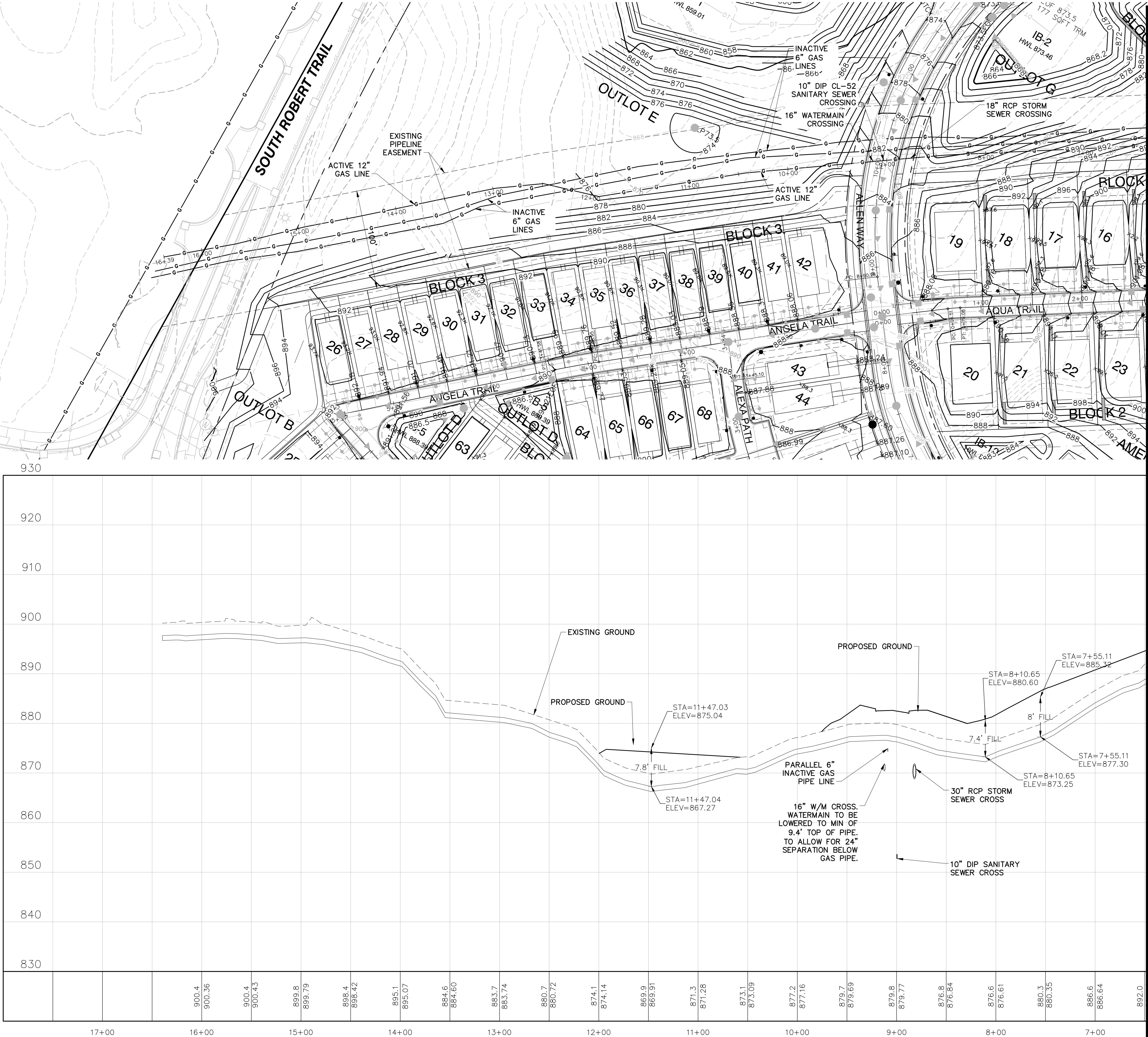
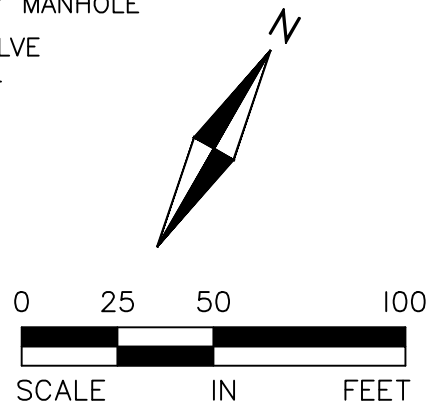
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PROJECT NO: 220-0092

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LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT





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GAS PIPELINE PLAN AND PROFILE

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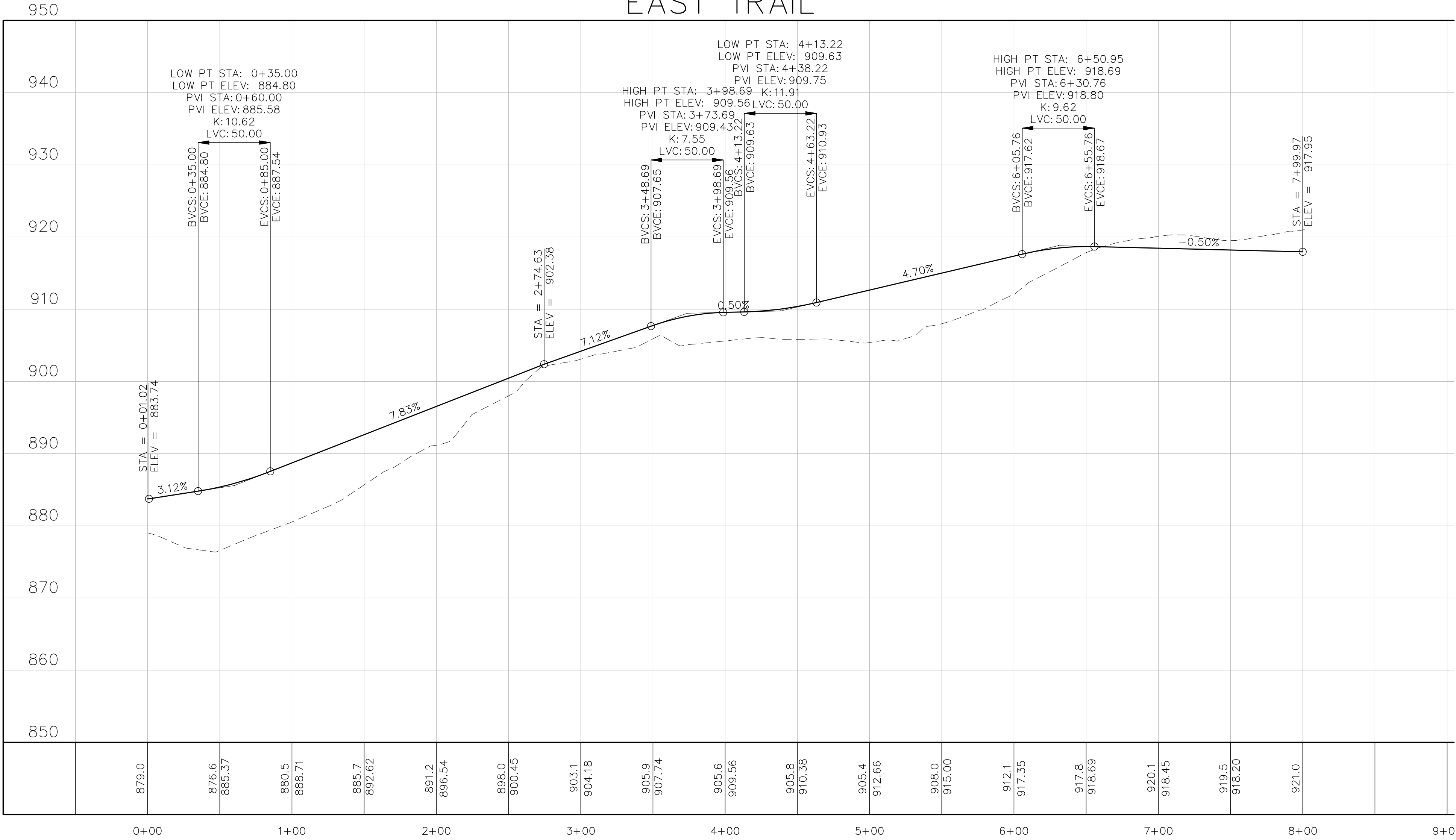
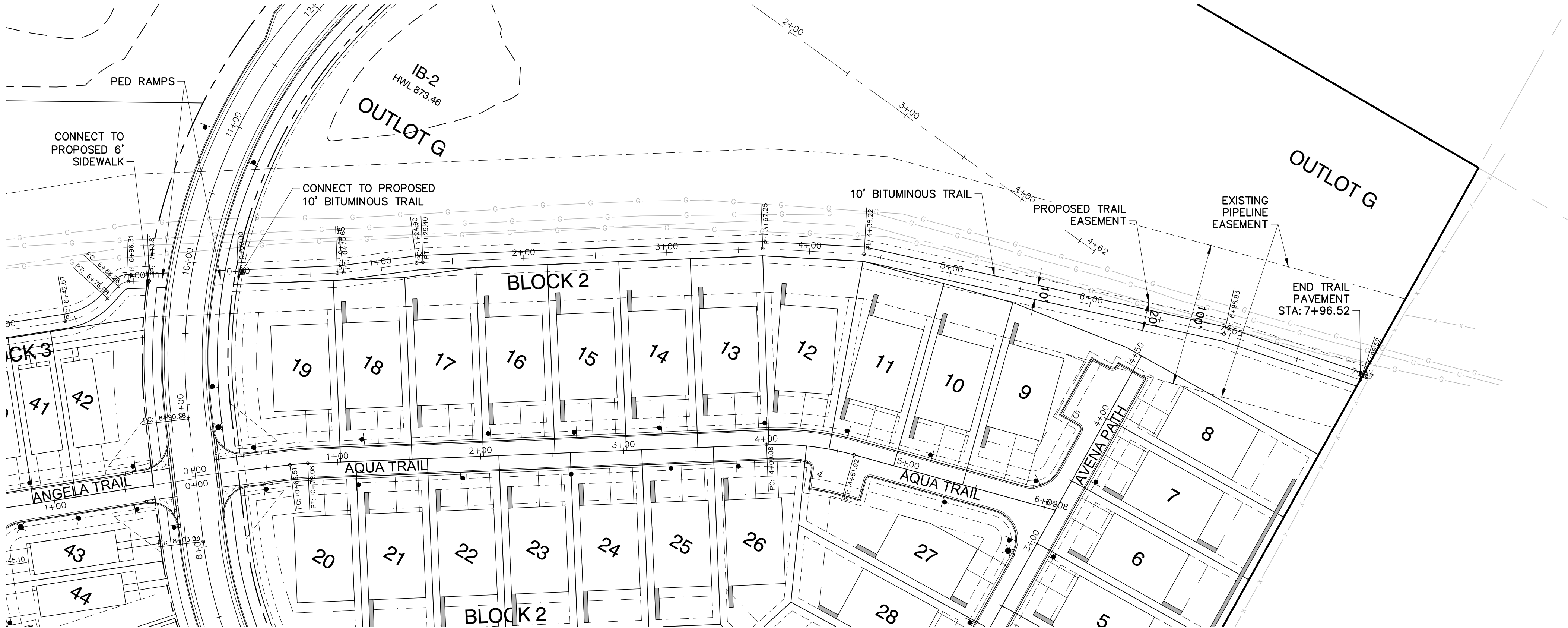
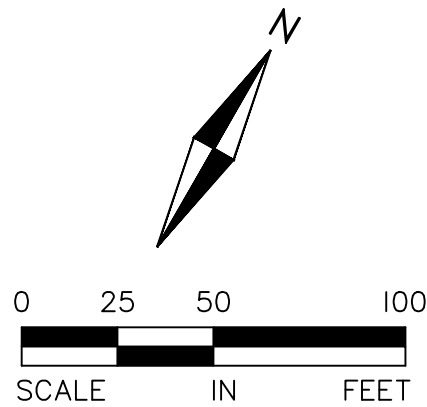
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- LEGEND:
- EASEMENT LINE
 - BUILDING SETBACK
 - PROPERTY LINE
 - LOT LINE
 - ROW



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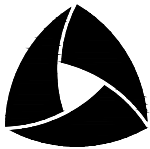
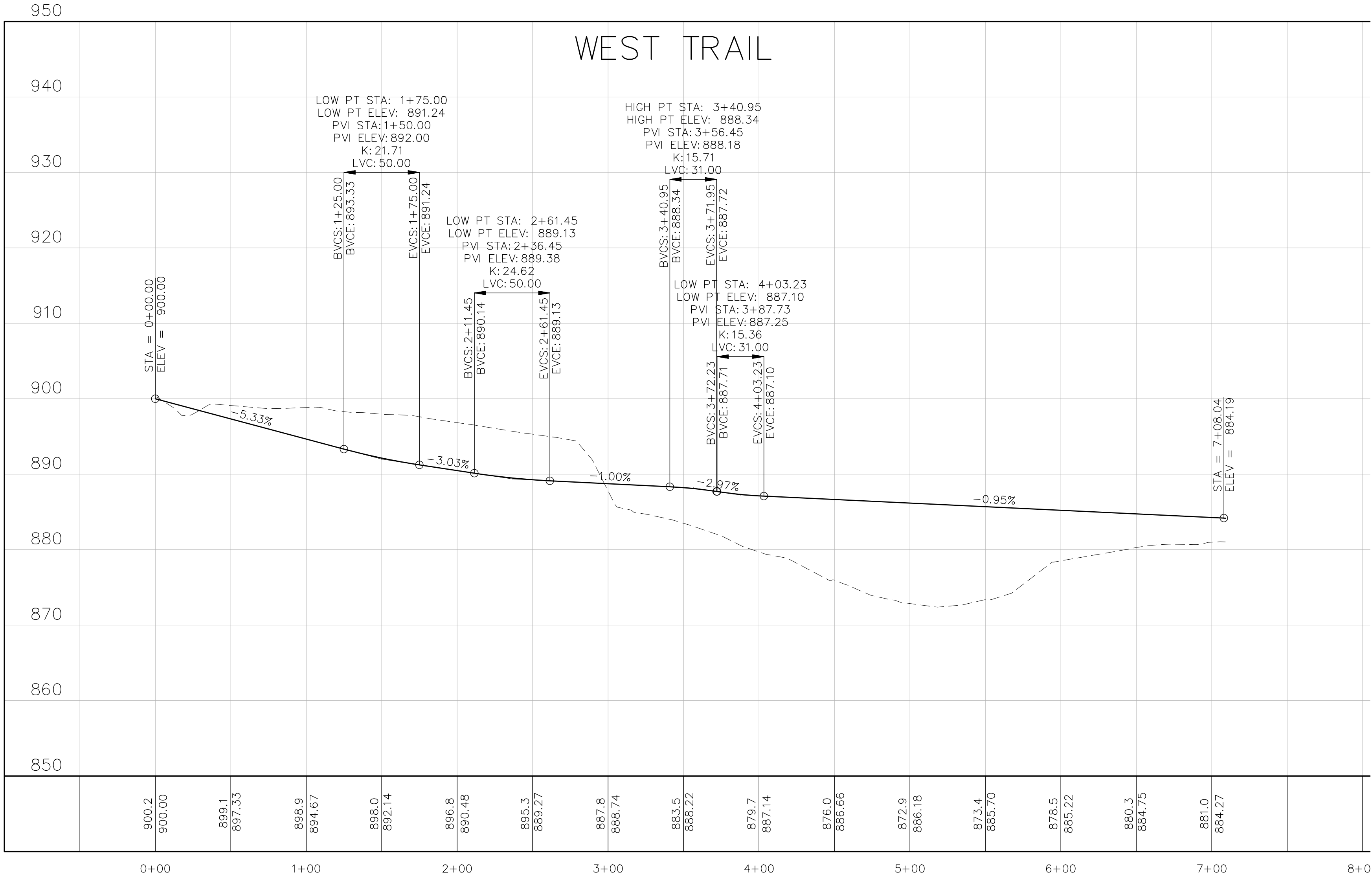
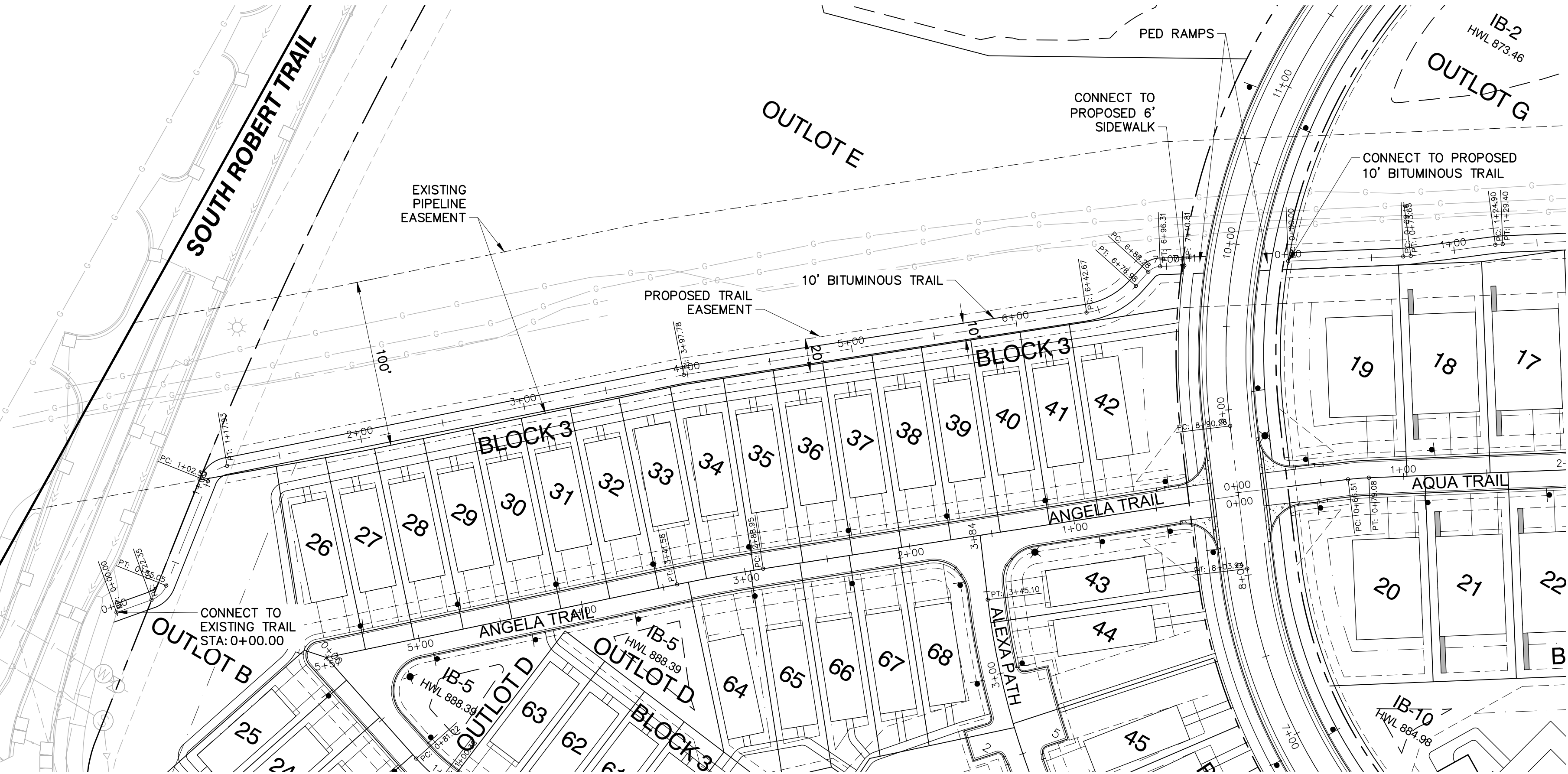
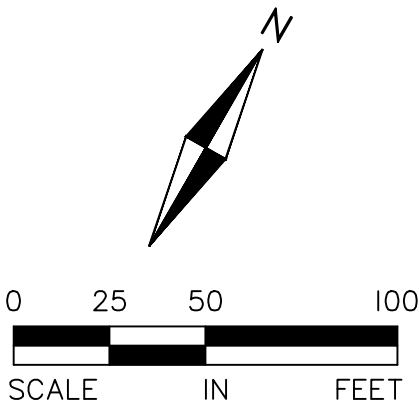
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LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW



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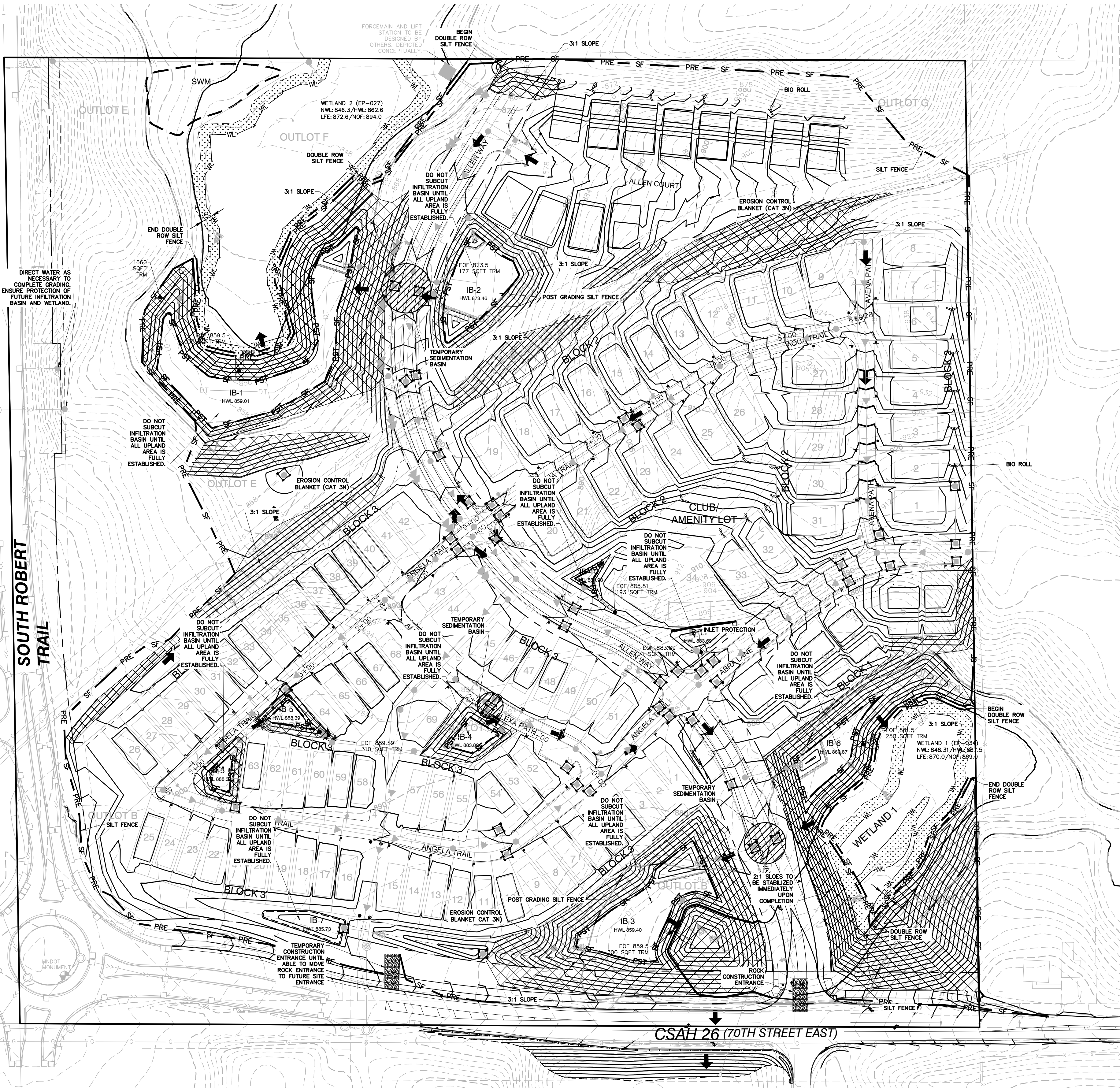
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PROJECT NO: 220-0092

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SHEET 21 OF 51

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EROSION CONTROL RESPONSIBLE PARTY:

OWNER/DEVELOPER
WATERMARK EQUITY GROUP
4000 SHORELINE DRIVE
SPRING LAKE PARK, MN 55384
CONTACT: IAN PETERSON
PHONE: 312-813-5228
EM: ipeterson@wmpropos.com

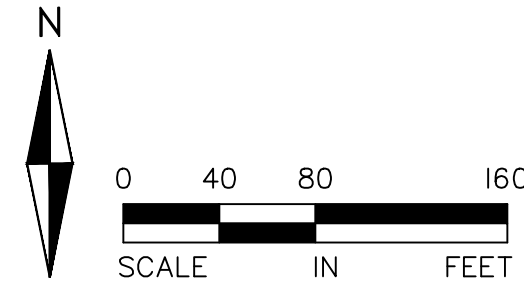
SWPPP INSPECTOR
TBD

CONTRACTOR
TBD

NOTES:

SEE MASS GRADING PLAN SET FOR EROSION CONTROL NOTES AND DETAILS.

EROSION CONTROL SHALL BE INSTALLED AND INSPECTED BY THE CITY ENGINEER PRIOR TO COMMENCING WORK.



LEGEND:

- PRE SF DENOTES SOIL BORING
- PST SF PROPOSED SILT FENCE (PRE GRADING)
- 980 PROPOSED SILT FENCE (POST GRADING)
- 980 DENOTES PROPOSED CONTOURS
- 980 DENOTES EXISTING STORM SEWER
- 980 DENOTES PROPOSED STORM SEWER
- 980 DENOTES INLET SEDIMENT CONTROL
- 980 DENOTES BIO ROLL

- EROSION CONTROL BLANKET CAT 3N
- ROCK CONSTRUCTION ENTRANCE ANTI-TRACKING CONTROL
- DENOTES TEMPORARY SEDIMENTATION BASIN
- DRAINAGE DIRECTION

NOTE TO CONTRACTOR:

THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) AS SHOWN IN THE MASS GRADING SWPPP (EXCEPT FOR POST GRADE BMPs NEEDED AFTER UTILITY CONSTRUCTION ACTIVITY). THE BMPs ARE TO BE INSTALLED AT A MINIMUM AS SHOWN IN THE PLAN, IF CONDITIONS ARISE, ADDITIONAL BMP SUPPLEMENTATION TO PREVENT SITE EROSION OR SEDIMENT TRANSPORT MAY BE NECESSARY. THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR ALL BMPs REQUIRED TO COMPLETE THE MASS GRADING ACTIVITIES AND SUBSEQUENT TEMPORARY SOIL STABILIZATION NECESSARY TO PREPARE SITE FOR STREET AND UTILITY CONSTRUCTION AND HOME BUILDING. AT THE COMPLETION OF MASS GRADING WORK AND SATISFACTORY SITE SOIL STABILIZATION, THE DEVELOPER AND MASS GRADING CONTRACTOR SHALL COORDINATE THE TRANSFER OF NPDES PERMIT RESPONSIBILITIES TO THE STREET AND UTILITY CONTRACTOR AND THE CITY.

THE STREET AND UTILITY CONTRACTOR AND CITY WILL THEN ASSUME THE RESPONSIBILITY TO PROVIDE INSPECTION AND MAINTENANCE OF ANY IN-PLACE BMPs AS WELL AS INSTALL THE ADDITIONAL BMPs REQUIRED IN THE STREET AND UTILITY CONSTRUCTION DOCUMENT SWPPP. UPON COMPLETION OF STREET AND UTILITY CONSTRUCTION, THE STREET AND UTILITY CONTRACTOR SHALL REMOVE ANY BMPs INSTALLED DURING THE STREET AND UTILITY PHASE THAT ARE NO LONGER REQUIRED AND COORDINATE THE TRANSFER OF NPDES PERMIT RESPONSIBILITIES BACK TO THE DEVELOPER OR TRANSFERRED TO THE CITY AND THEIR CONTRACTOR.

CONSTRUCTION SEQUENCING:

MASS GRADING PHASE:

1. INSTALL STABILIZED CONSTRUCTION ENTRANCES.
2. PREPARE TEMPORARY PARKING AND STORAGE AREA.
3. INSTALL THE PRE-GRADING SILT FENCES AND INLET PROTECTION BMPs ON THE SITE.
4. CONSTRUCT ALL PRE-GRADING EROSION AND SEDIMENTATION CONTROL BMPs.
5. COMPLETE MASS GRADING AND INSTALL TEMPORARY AND PERMANENT SEEDING AND PLANTING.
6. CONSTRUCT POST-GRADING SILT FENCE AND BMPs ON THE SITE.

STREET & UTILITY PHASE:

1. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
2. INSTALL RIP RAP AROUND OUTLET STRUCTURES.
3. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES.
4. PREPARE SITE FOR PAVING.
5. PAVE SITE.
6. INSTALL INLET PROTECTION DEVICES.
7. INSTALL POST STREET AND UTILITY SILT FENCE.
8. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED), IF REQUIRED BY THE CONTRACT

ACTIVE SWPPP LEGEND / SCHEDULE

CONSTRUCTION SEQUENCE	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
MULCH BERM													
FIBER ROLLS / MULCH SOCKS													
SILT FENCE													
TEMPORARY MULCH COVER													
TEMPORARY HYDROMULCH													
EROSION CONTROL BLANKET													
ROCK DRIVEWAY / ROCK PADS													
INLET PROTECTION DEVICES													
PAVEMENT (DRIVEWAY/ROADS)													
SOD													
STOCKPILES													

NOTE: CONTRACTOR, GENERAL CONTRACTOR OR SWPPP INSPECTOR TO COMPLETE TABLE AS GRADING PROGRESSES

SWPPP BMP QUANTITIES (PER PLAN):

1. STANDARD SILT FENCE
2. EROSION CONTROL BLANKET
3. INLET PROTECTION
4. TEMPORARY SEEDING

SEDIMENT BARRIERS

1. SILT FENCE (MnDOT 3886)

INLET PROTECTION DEVICES

1. WIMCO (MnDOT TYPE A & C)
2. INFRASAFE STORM DRAIN/CULVERT
3. SILT SACK (MnDOT TYPE A)
4. DANDY BAG (MnDOT TYPE B)

ANTI-TRACKING CONTROL

1. 2" CRUSHED CLEAR ROCK (LAND DEVELOPMENT)

TEMPORARY SEED MIX

1. MN 21-II2 (OATS 21-II20 DAY STABILIZATION)
2. MN 22-III (2 YEAR STABILIZATION)

PERMANENT SEED MIX/STABILIZATION

1. MN 25-141 (ROADSIDE MIX)

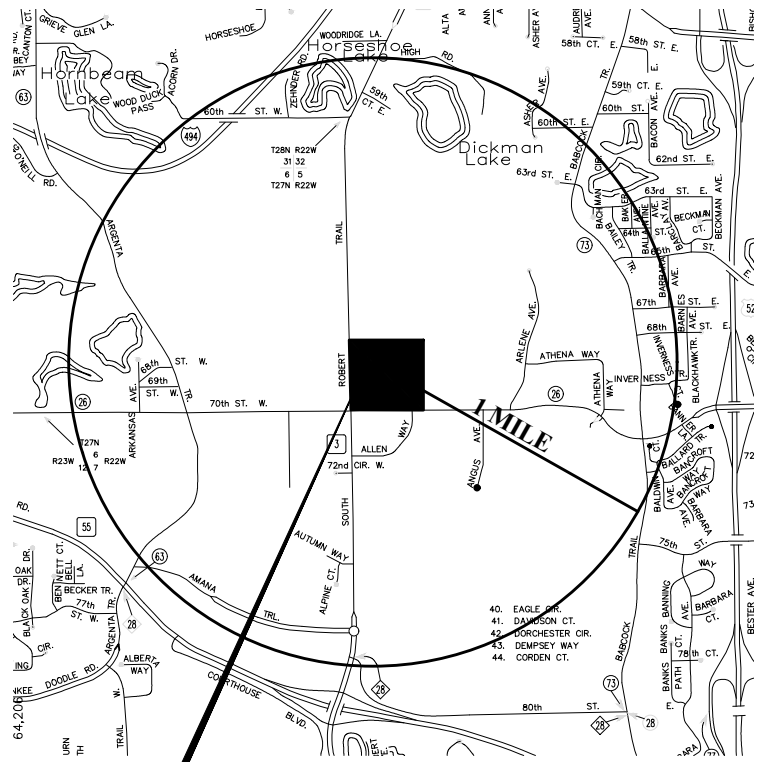
STABILIZATION BMP'S

1. STRAW/HAY
2. MnDOT TYPE I MULCH
3. EROSION CONTROL BLANKET
4. MnDOT CAT. 3
5. HYDROMULCH
6. MnDOT TYPE 5
7. TURF REINFORCEMENT MAT
8. SC250 NORTH AMERICAN GREEN OR EQUAL-MNDOT CAT 6

GRADING ACTIVITY

1. CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR.

PROJECT LOCATION



VICINITY MAP
SCALE: 1" = 3000'

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

EROSION AND SEDIMENT CONTROL PLAN

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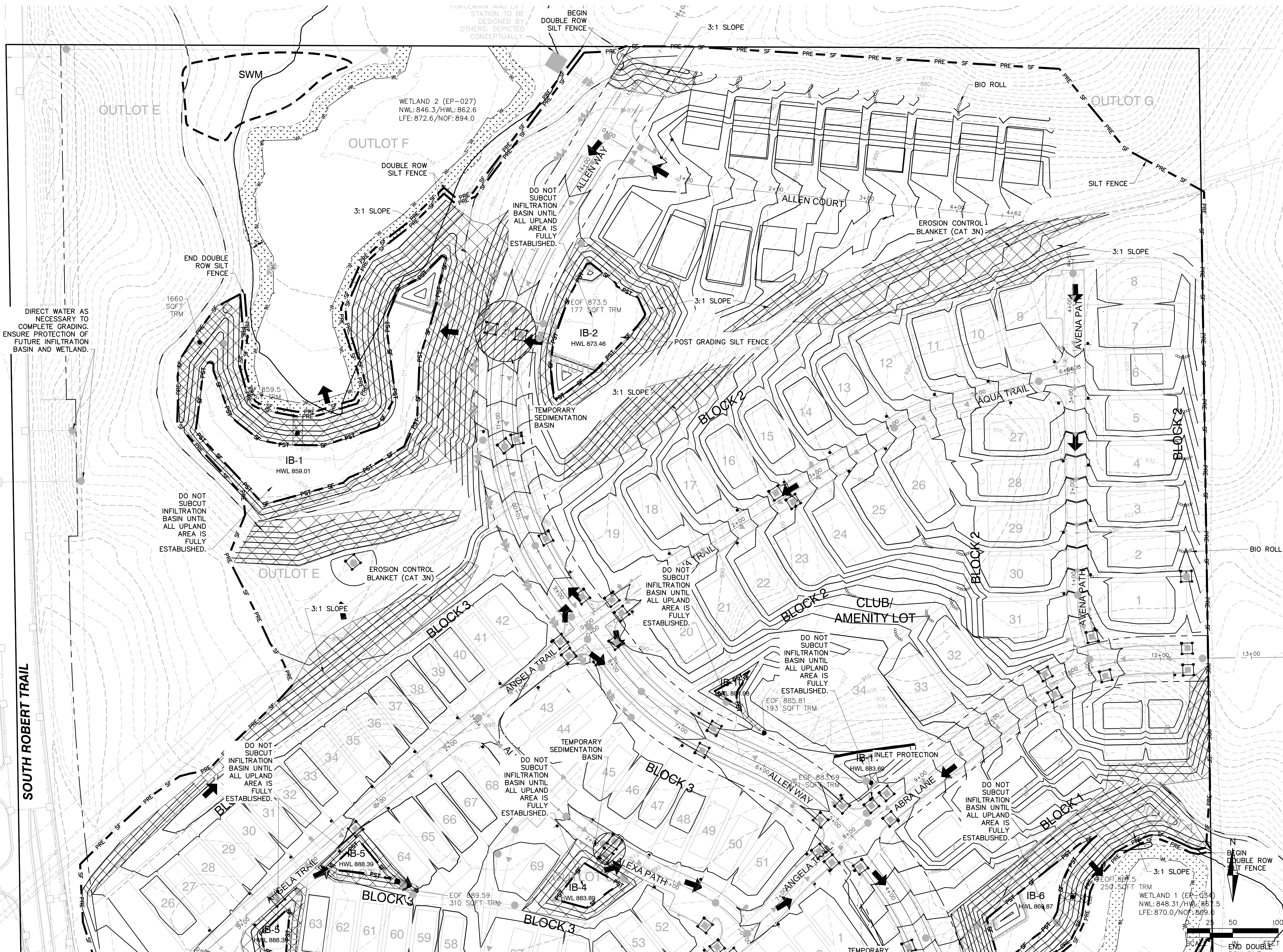
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INVER GROVE HEIGHTS, MINNESOTA

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EROSION AND SEDIMENT CONTROL PLAN

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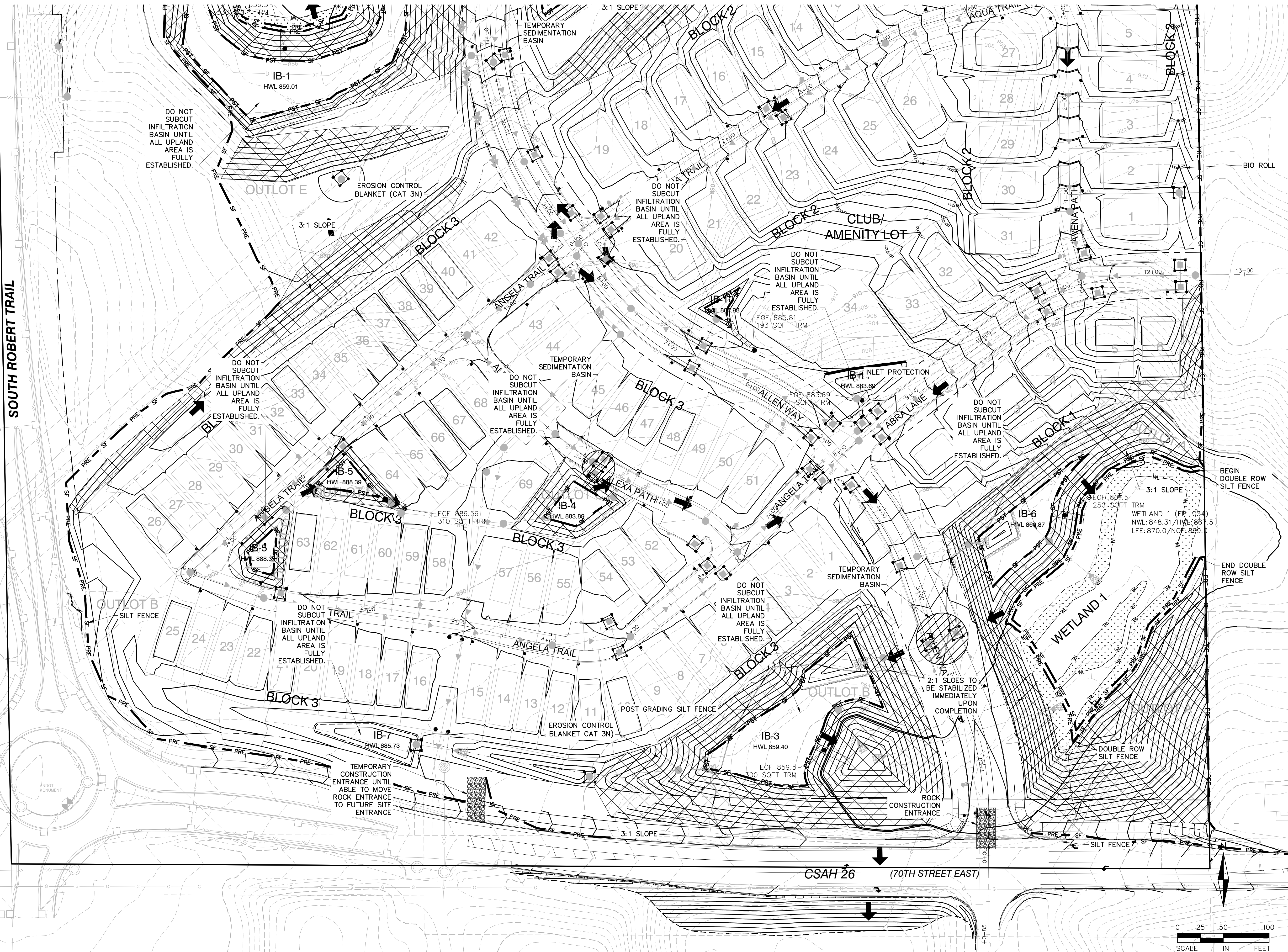
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SOUTH ROBERT TRAIL



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SHEET 24 OF 51

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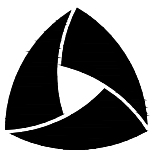


LEGEND:

	EXISTING GATE VALVE		PROPOSED STORM SEWER
	EXISTING HYDRANT		PROPOSED SANITARY SEWER
	EXISTING WATERMAIN		PROPOSED WATERMAIN
	EXISTING CATCH BASIN		PROPOSED CATCH BASIN
	EXISTING STORM MANHOLE		PROPOSED SANITARY MANHOLE
	EXISTING STORM SEWER		PROPOSED GATE VALVE
	EXISTING SANITARY MANHOLE		PROPOSED HYDRANT
	EXISTING SANITARY SEWER		

UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER TRUNK LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
- ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF INVER GROVE HEIGHTS ENGINEERING GUIDELINES.
- NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
- ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R-1642 CASTING, UNLESS NOTED OTHERWISE.
- WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER, THOUGH WATERMAIN DEPTH WILL BE INCREASED WHERE NECESSARY TO AVOID CONFLICT WITH SANITARY SEWER.
- WATER SERVICES SHALL BE 1" DIA. COPPER, TYPE K, W/ 1" CORP. STOP + 1" CURB BOX.
- SEWER SERVICES SHALL BE 4" PVC, SCH 40. MINIMUM 2% SLOPE UNLESS OTHERWISE NOTED ON THE PLANS.
- WATER SERVICES MAY BE PLACED IN SAME TRENCH AS SEWER SERVICES PROVIDED THAT A 18" VERTICAL & A 36" HORIZONTAL SEPARATION ARE MAINTAINED AND PIPE MATERIALS MEET THE CITY AND BUILDING CODES.
- ALL 6", 8", AND 16" WATERMAIN SHALL BE DIP CL-52.
- ALL HYDRANTS SHALL HAVE A 6" LEAD WITH APPROPRIATE FITTINGS, EITHER A 8X6" TEE OR A 6" REDUCER.
- CITY UTILITY DIVISION WILL OPERATE EXISTING VALVES. COORDINATE SHUT OFF AT WATER CONNECTION WITH A 48 HOUR NOTICE.
- ALL 16" VALVES SHALL BE BUTTERFLY VALVES AND LOCATED IN MANHOLES.
- ALL DIP SANITARY SEWER SHALL BE CERAMIC EPOXY COATED.



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INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

SANITARY SEWER AND WATERMAIN PLAN

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SANITARY SEWER PLAN AND PROFILES

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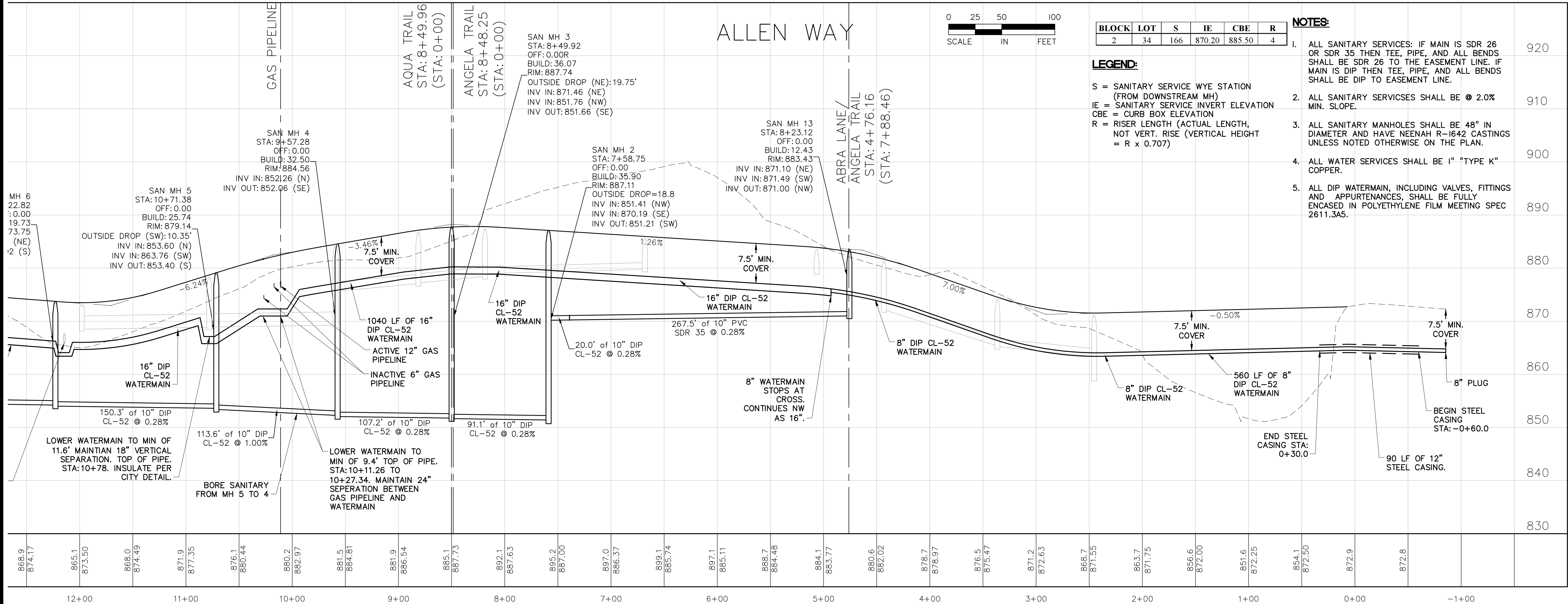
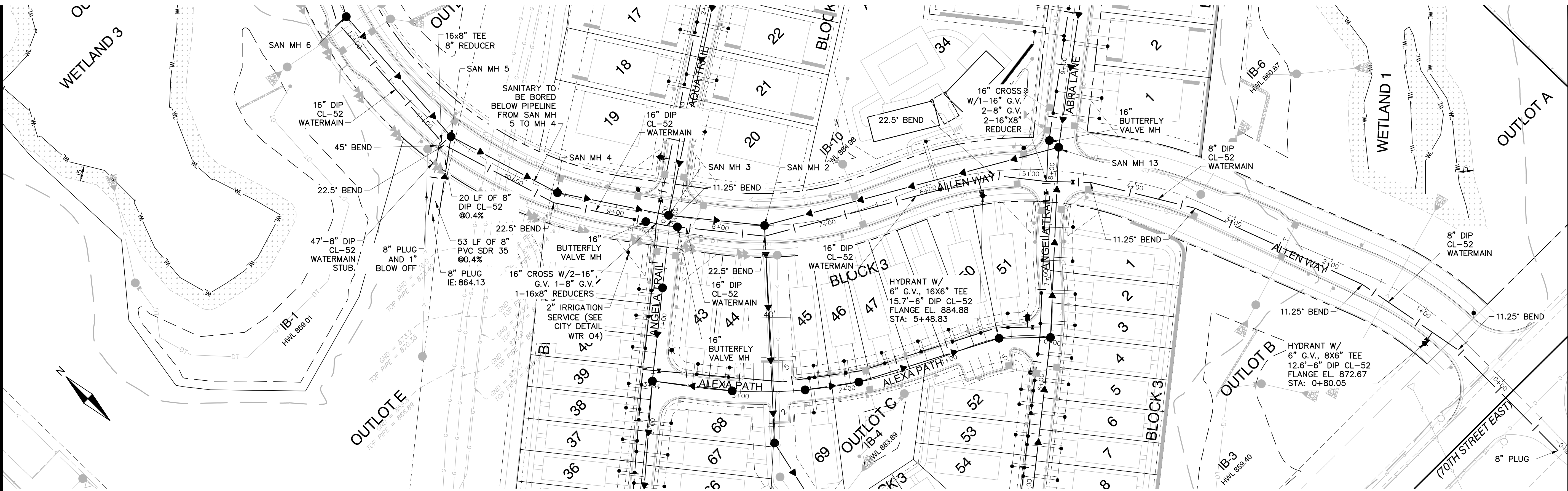
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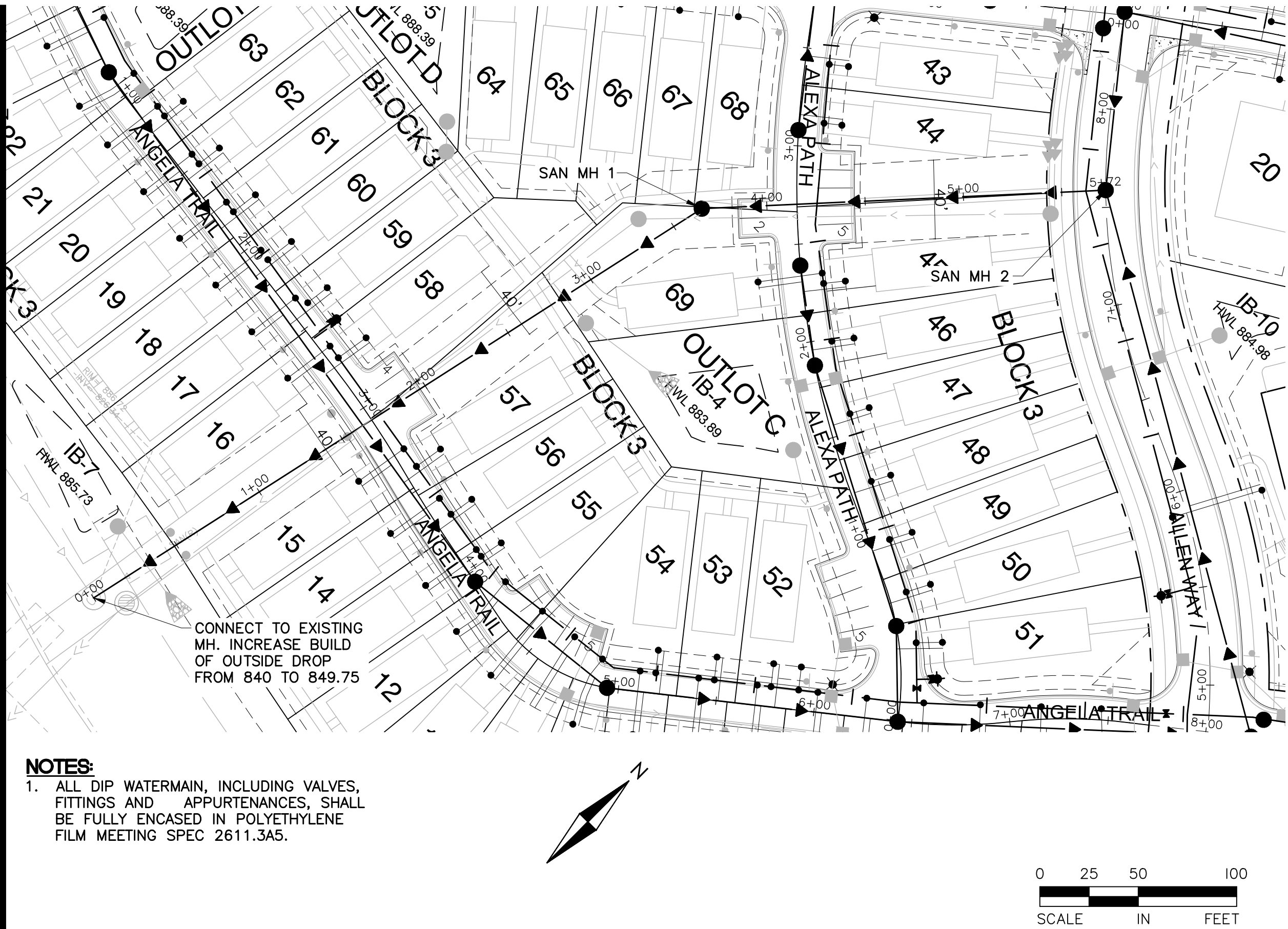
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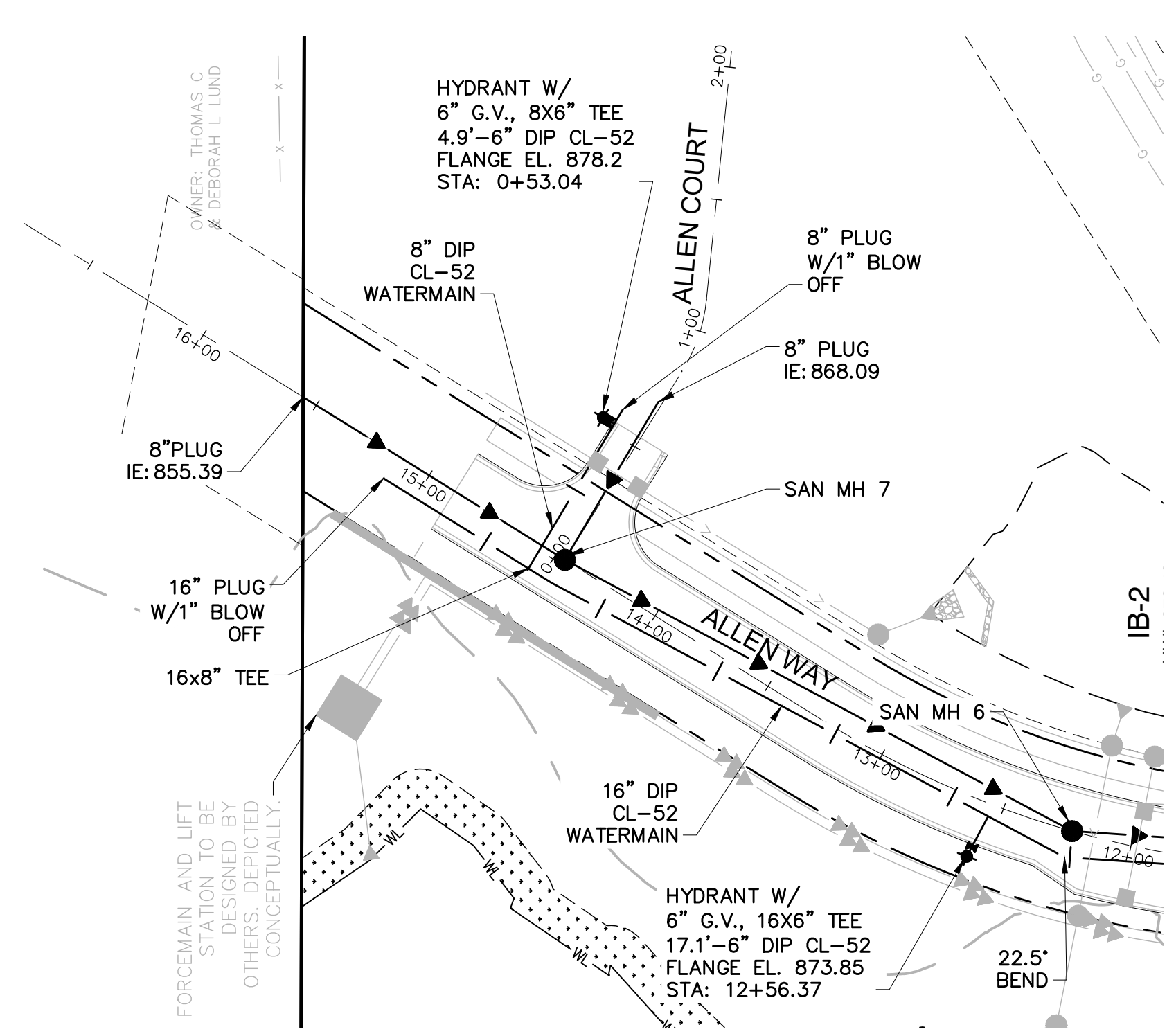
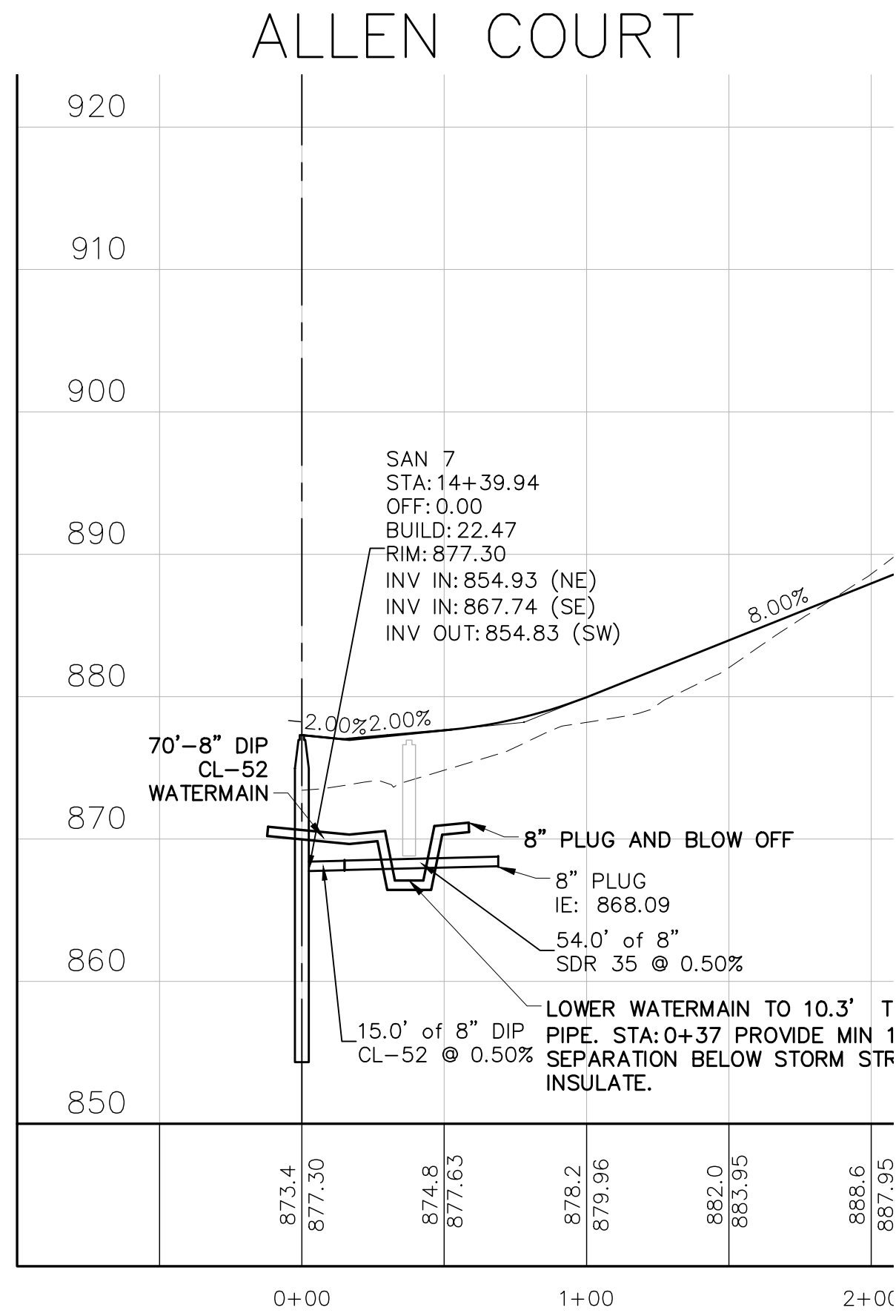
SHEET 27 OF 51



Drawing name: X:\2020\200092\plan sheets\construction documents\200092.dwg, Feb. 26, 2021 12:35pm

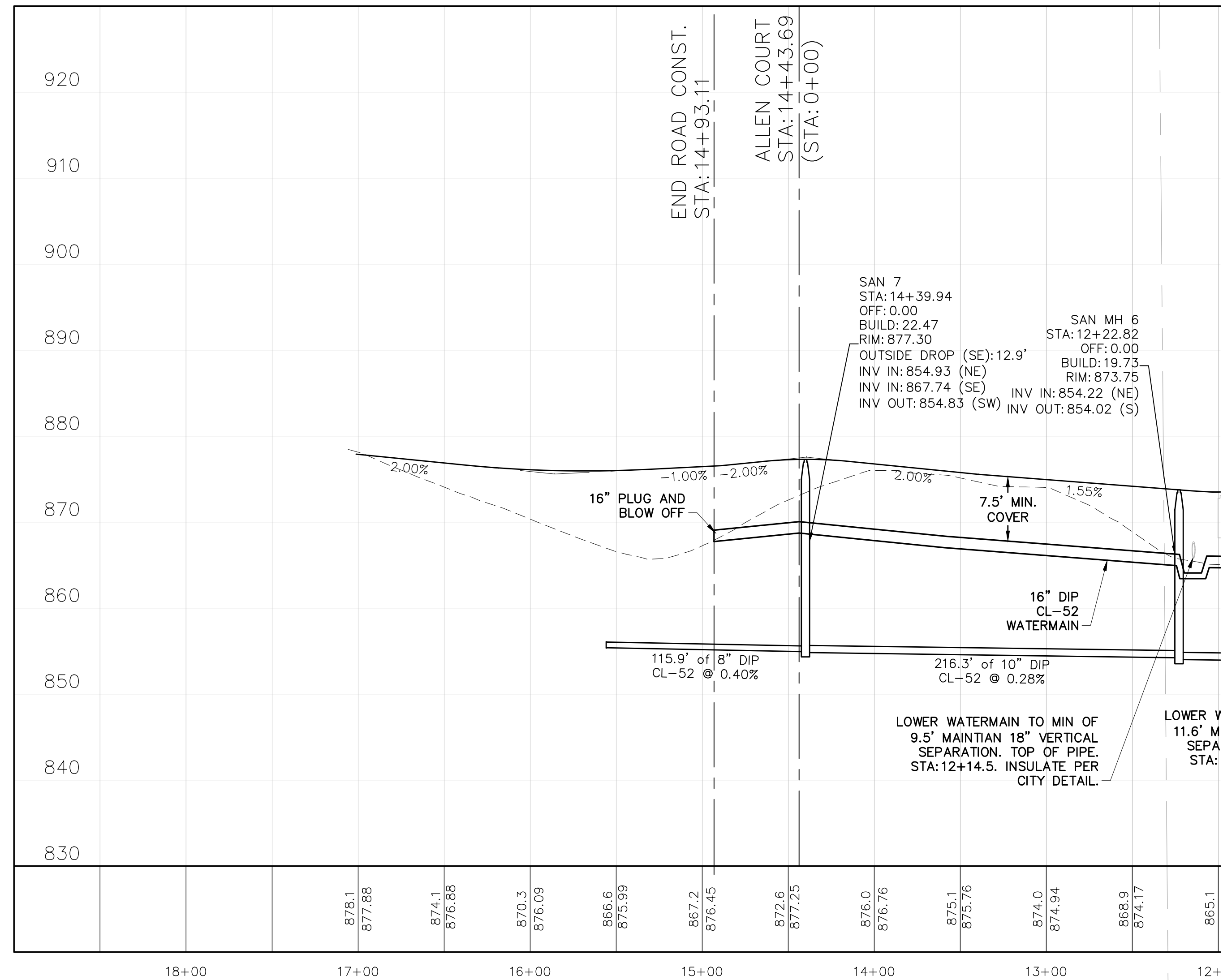
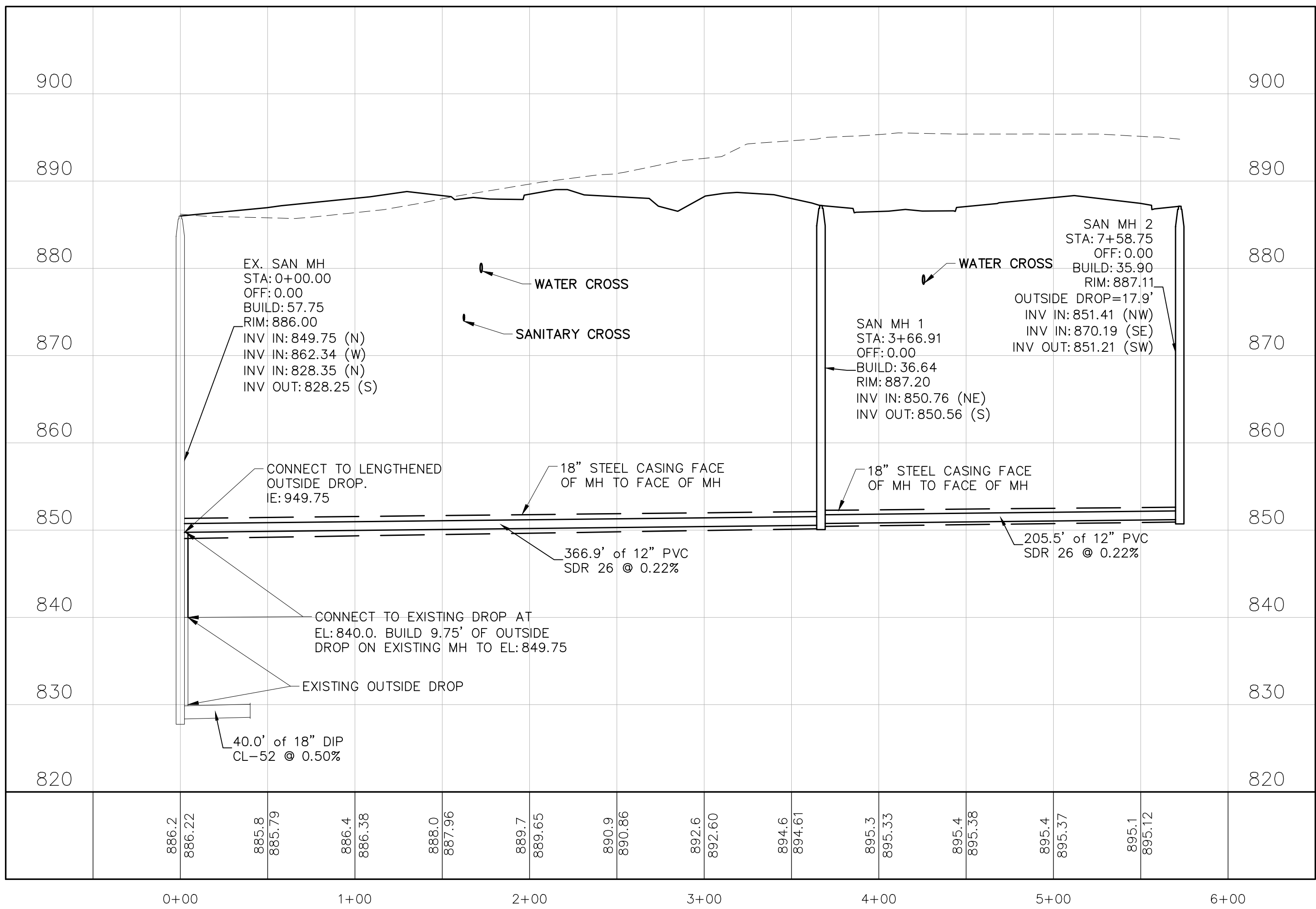


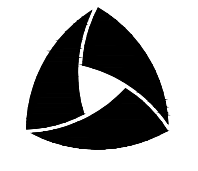
NOTES:
1. ALL DIP WATERMAIN, INCLUDING VALVES, FITTINGS AND APPURTENANCES, SHALL BE FULLY ENCASED IN POLYETHYLENE FILM MEETING SPEC 2611.3A5.



ALLEN WAY

TRUNK SANITARY SEWER CONNECTION





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CONSTRUCTION DOCUMENTS

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MARK RAUSCH, PE

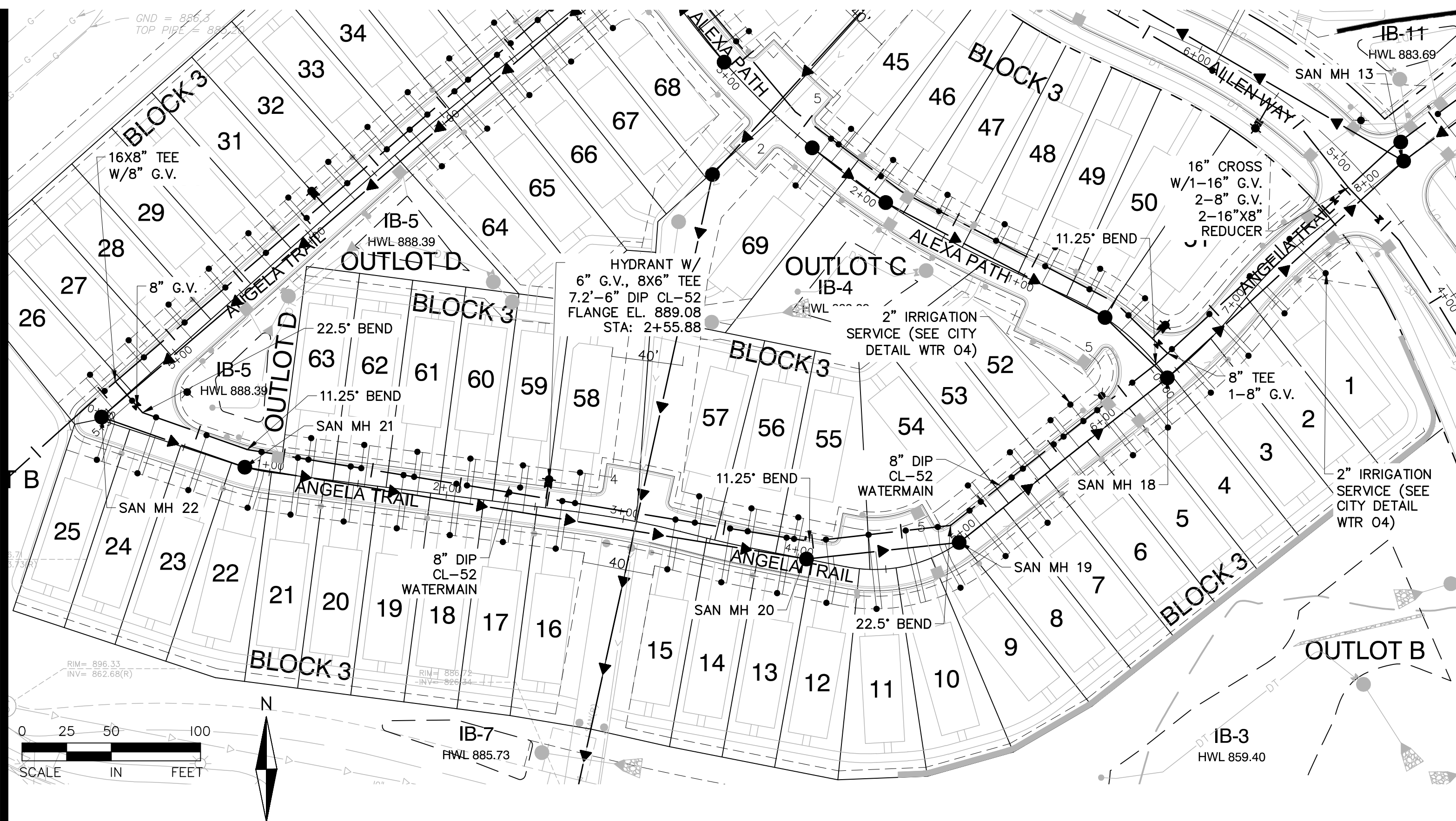
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QUALITY ASSURANCE/CONTROL

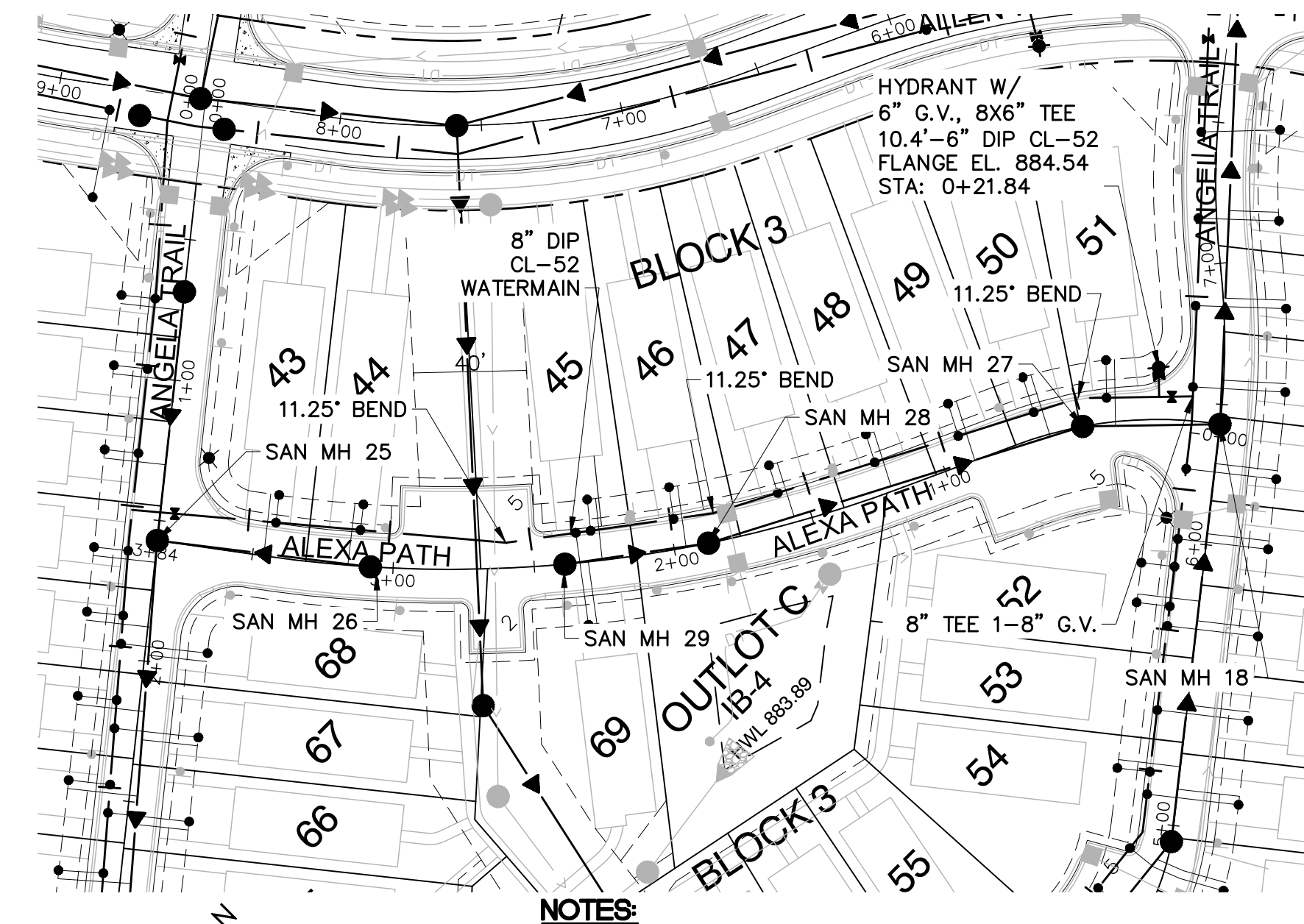
BY: DATE:

DATE **ISSUE**
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092



BLOCK	LOT	S	IE	CBE	R
3	1	104	871.49	884.18	0
3	2	135	871.49	884.48	0
3	3	164	871.49	884.81	0
3	4	14	872.41	885.14	0
3	5	39	872.41	885.51	2
3	6	70	872.41	885.84	2
3	7	100	872.41	886.21	2
3	8	130	872.41	886.54	2
3	9	8	873.21	886.91	2
3	10	26	873.21	887.07	2
3	11	47	873.21	887.35	3
3	12	71	873.21	887.60	3
3	13	10	873.65	887.93	3
3	14	42	873.65	888.30	4
3	15	73	873.65	888.50	4
3	16	137	873.65	889.38	5
3	17	167	873.65	889.76	5
3	18	197	873.65	890.08	6
3	19	227	873.65	890.41	6
3	20	257	873.65	890.78	6
3	21	287	873.65	891.43	7
3	22	308	873.65	891.99	7
3	23	23	875.12	892.30	7
3	24	53	875.12	892.70	8
3	25	77	875.12	893.00	8
3	43	38	877.47	888.60	0
3	44	68	877.47	888.10	0
3	45	38	874.39	886.75	0
3	46	8	874.39	886.40	0
3	47	107	872.94	886.40	0
3	48	71	872.94	886.50	0
3	49	40	872.94	886.30	0
3	50	24	872.94	885.90	0
3	51	37	872.41	885.40	0
3	52	63	872.41	885.93	2
3	53	92	872.41	886.30	2
3	54	122	872.41	886.72	3
3	55	6	873.65	887.93	3
3	56	32	873.65	888.31	4
3	57	62	873.65	888.52	4
3	58	130	873.65	889.43	5
3	59	161	873.65	889.70	5
3	60	191	873.65	890.03	5
3	61	221	873.65	890.40	6
3	62	251	873.65	890.73	6
3	63	281	873.65	891.06	6
3	69	43	874.39	886.82	0



- ## NOTES:
1. ALL SANITARY SERVICES: IF MAIN IS SDR 26 OR SDR 35 THEN TEE, PIPE, AND ALL BENDS SHALL BE SDR 26 TO THE EASEMENT LINE. IF MAIN IS DIP THEN TEE, PIPE, AND ALL BENDS SHALL BE DIP TO EASEMENT LINE.
 2. ALL SANITARY SERVICES SHALL BE @ 2.0% MIN. SLOPE.
 3. ALL SANITARY MANHOLES SHALL BE 48" IN DIAMETER AND HAVE NEENAH R-1642 CASTINGS UNLESS NOTED OTHERWISE ON THE PLAN.
 4. ALL WATER SERVICES SHALL BE 1" "TYPE K" COPPER.
 5. ALL DIP WATERMAIN, INCLUDING VALVES, FITTINGS AND APPURTENANCES, SHALL BE FULLY ENCASED IN POLYETHYLENE FILM MEETING SPEC 2611.3A5.

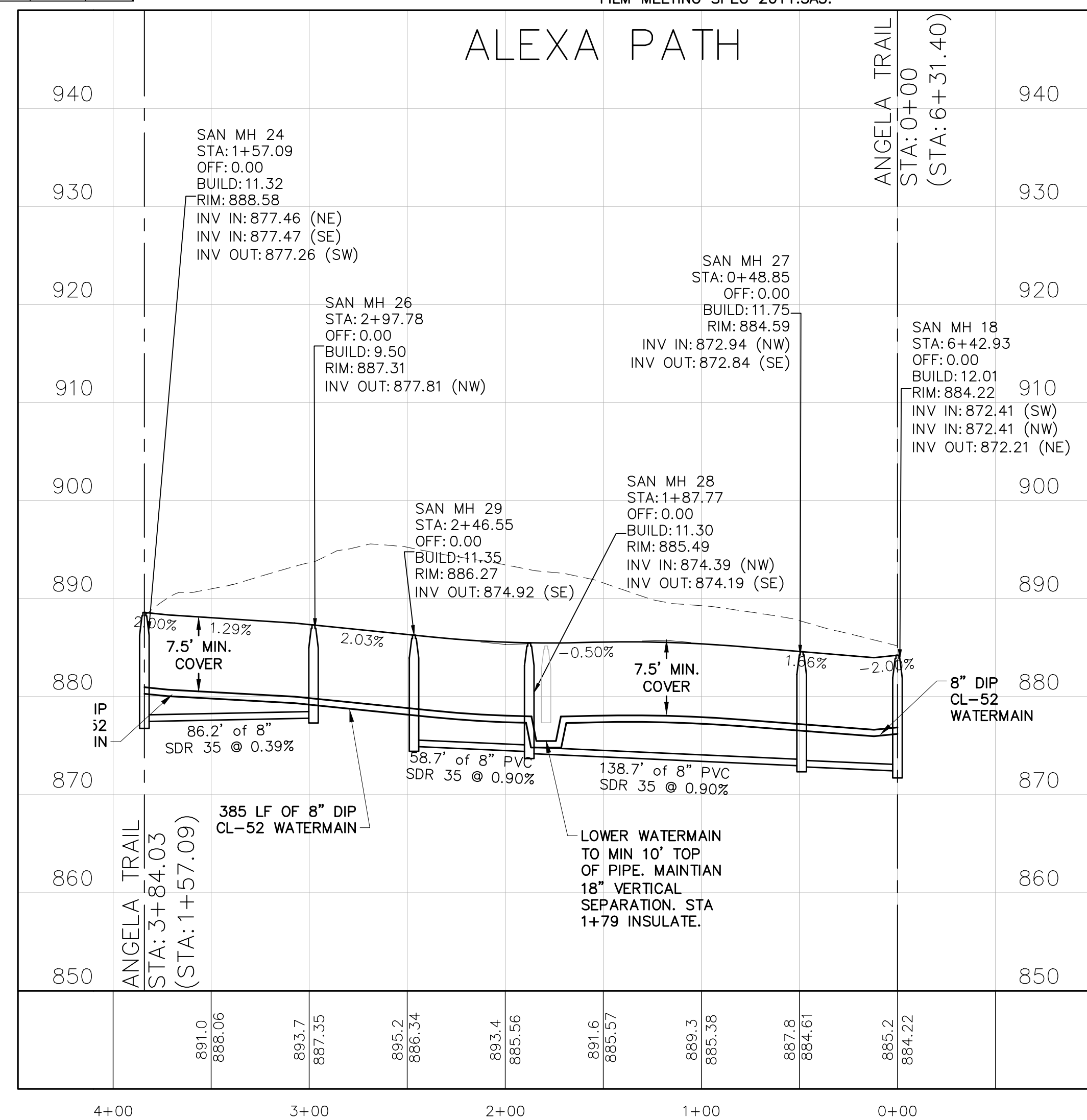
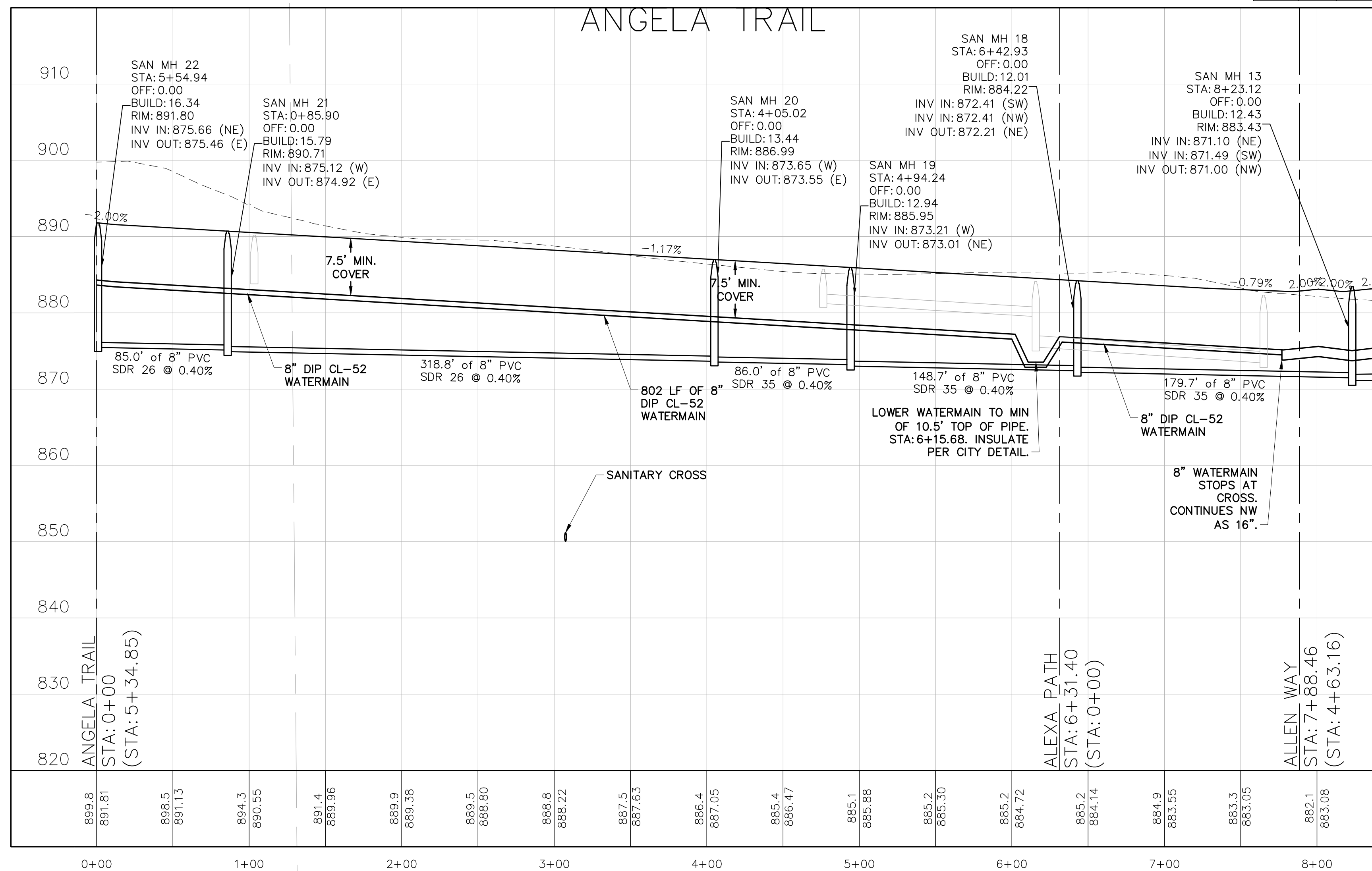
LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH)

IE = SANITARY SERVICE INVERT ELEVATION

CBE = CURB BOX ELEVATION

R = RISER LENGTH (ACTUAL LENGTH,
NOT VERT. RISE (VERTICAL HEIGHT
= $R \times 0.707$)

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Date	License No.
------	-------------

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
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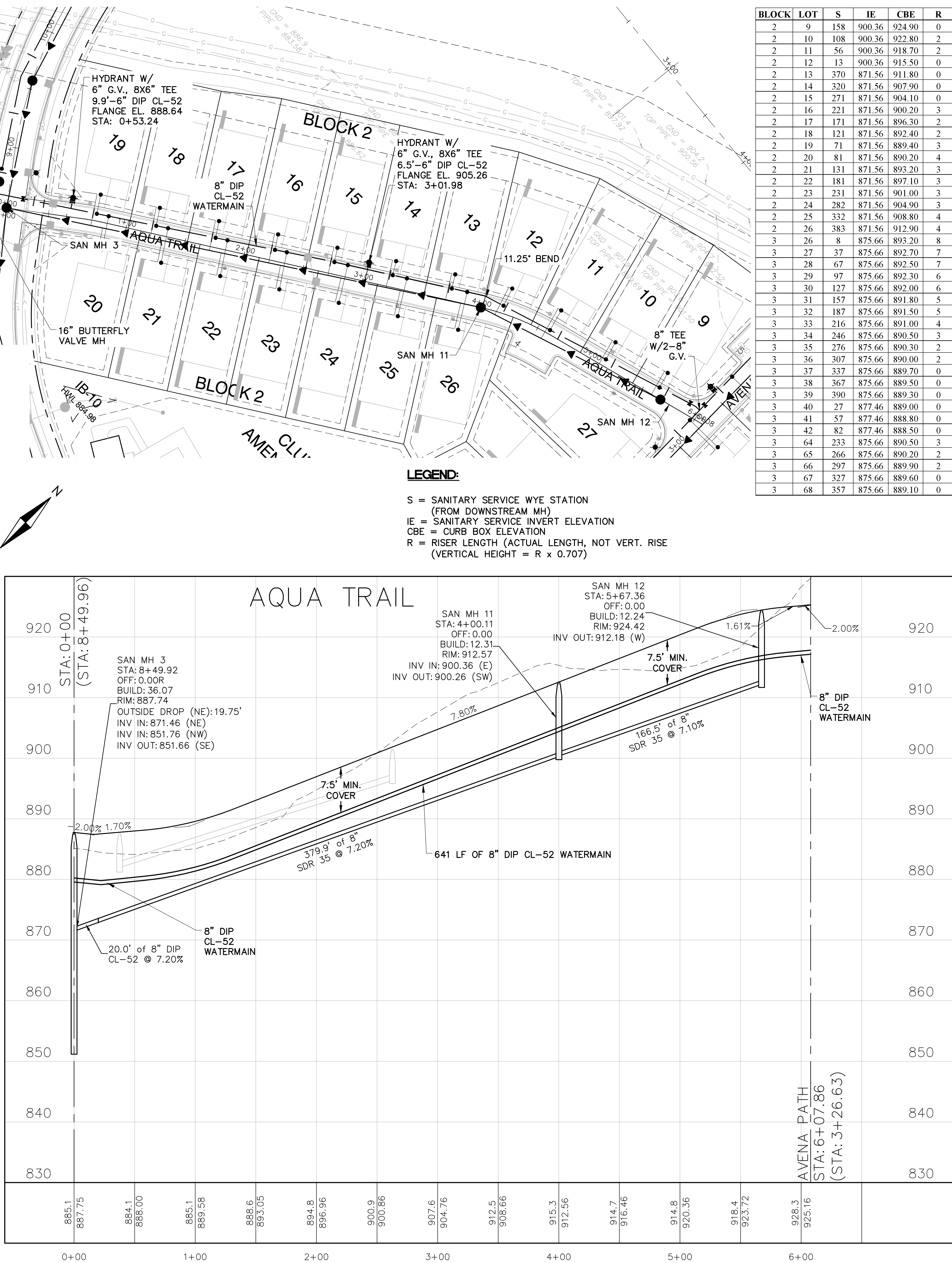
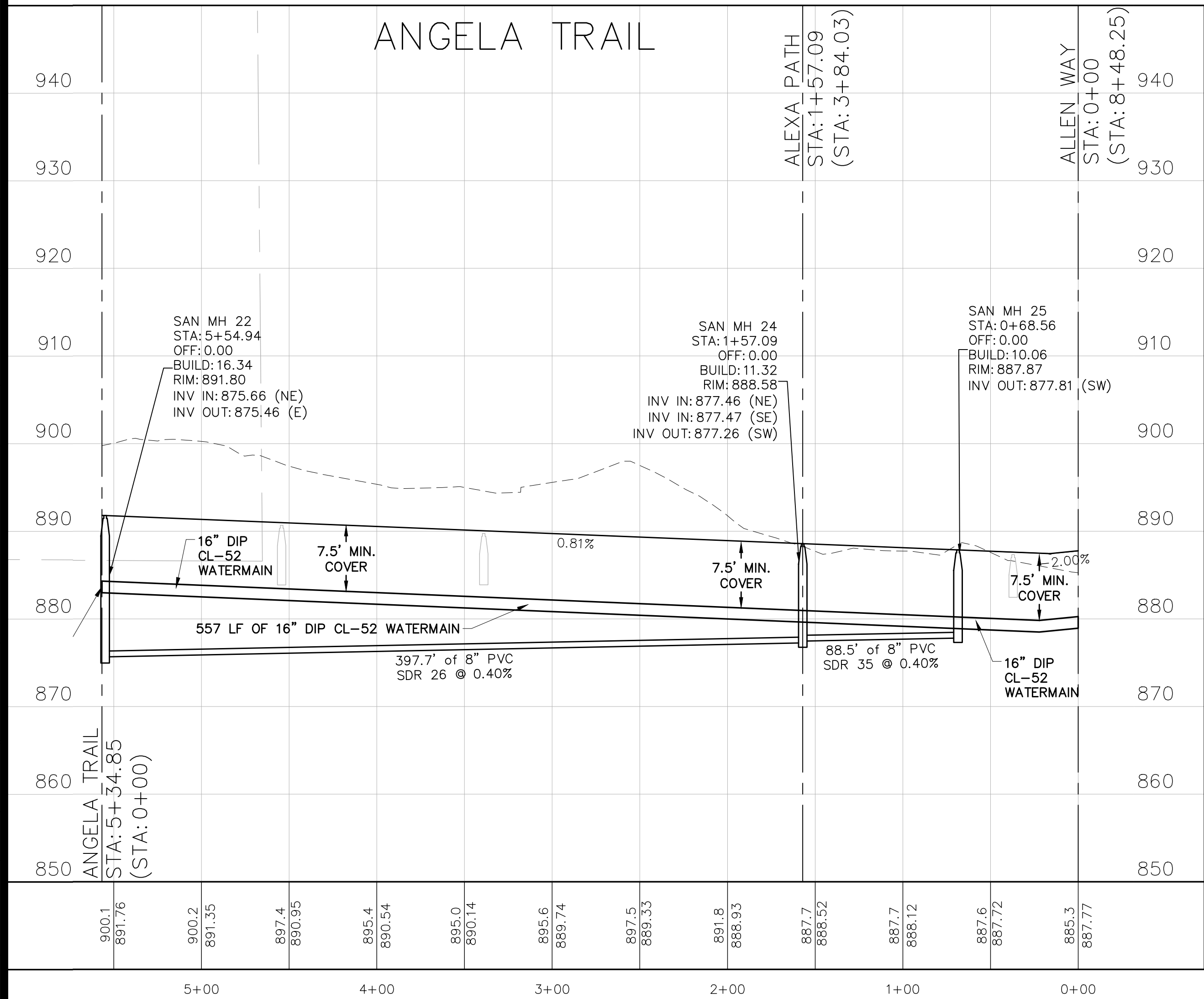
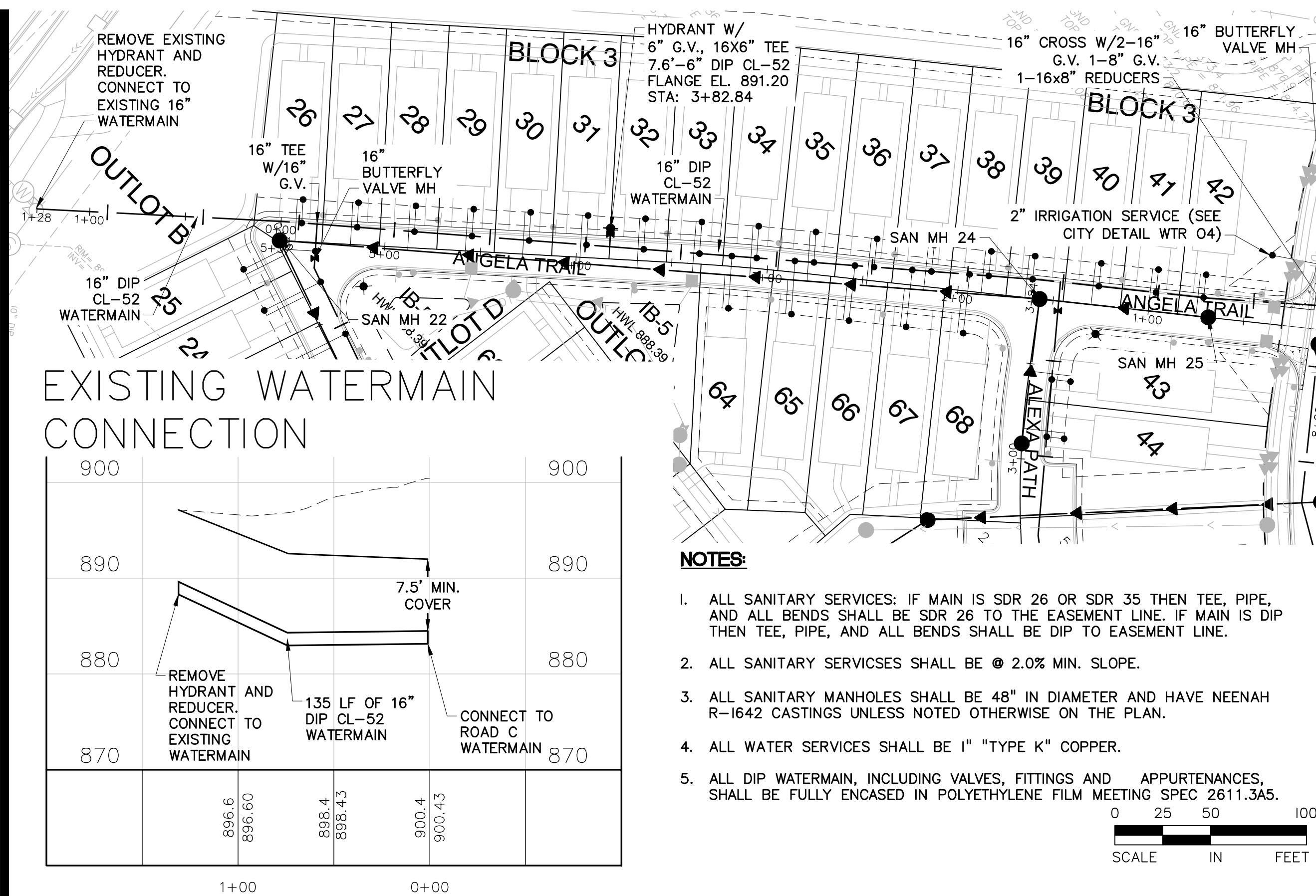
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

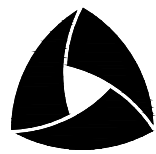
DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092



BLOCK	LOT	S	IE	CBE	R
2	9	158	900.36	924.90	0
2	10	108	900.36	922.80	2
2	11	56	900.36	918.70	2
2	12	13	900.36	915.50	0
2	13	370	871.56	911.80	0
2	14	320	871.56	907.90	0
2	15	271	871.56	904.10	0
2	16	221	871.56	900.20	3
2	17	171	871.56	896.30	2
2	18	121	871.56	892.40	2
2	19	71	871.56	889.40	3
2	20	81	871.56	890.20	4
2	21	131	871.56	893.20	3
2	22	181	871.56	897.10	3
2	23	231	871.56	901.00	3
2	24	282	871.56	904.90	3
2	25	332	871.56	908.80	4
2	26	383	871.56	912.90	4
3	26	8	875.66	893.20	8
3	27	37	875.66	892.70	7
3	28	67	875.66	892.50	7
3	29	97	875.66	892.30	6
3	30	127	875.66	892.00	6
3	31	157	875.66	891.80	5
3	32	187	875.66	891.50	5
3	33	216	875.66	891.00	4
3	34	246	875.66	890.50	3
3	35	276	875.66	890.30	2
3	36	307	875.66	890.00	2
3	37	337	875.66	889.70	0
3	38	367	875.66	889.50	0
3	39	390	875.66	889.30	0
3	40	27	877.46	889.00	0
3	41	57	877.46	888.80	0
3	42	82	877.46	888.50	0
3	64	233	875.66	890.50	3
3	65	266	875.66	890.20	2
3	66	297	875.66	889.90	2
3	67	327	875.66	889.60	0
3	68	357	875.66	889.10	0

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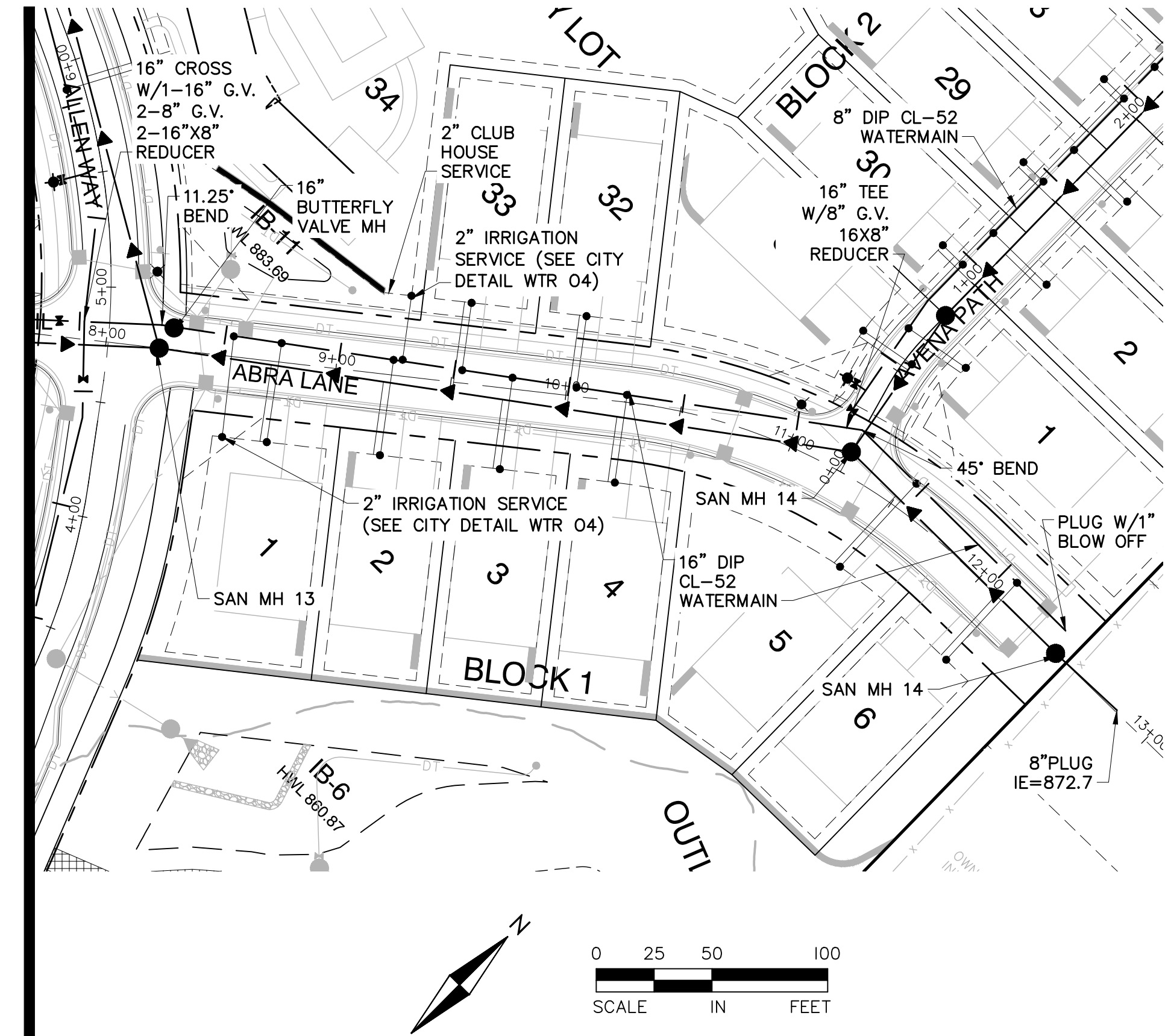
Date	License No.
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QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA	
DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092\prof - u4.dwg, Feb. 26, 2021 - 12:38pm

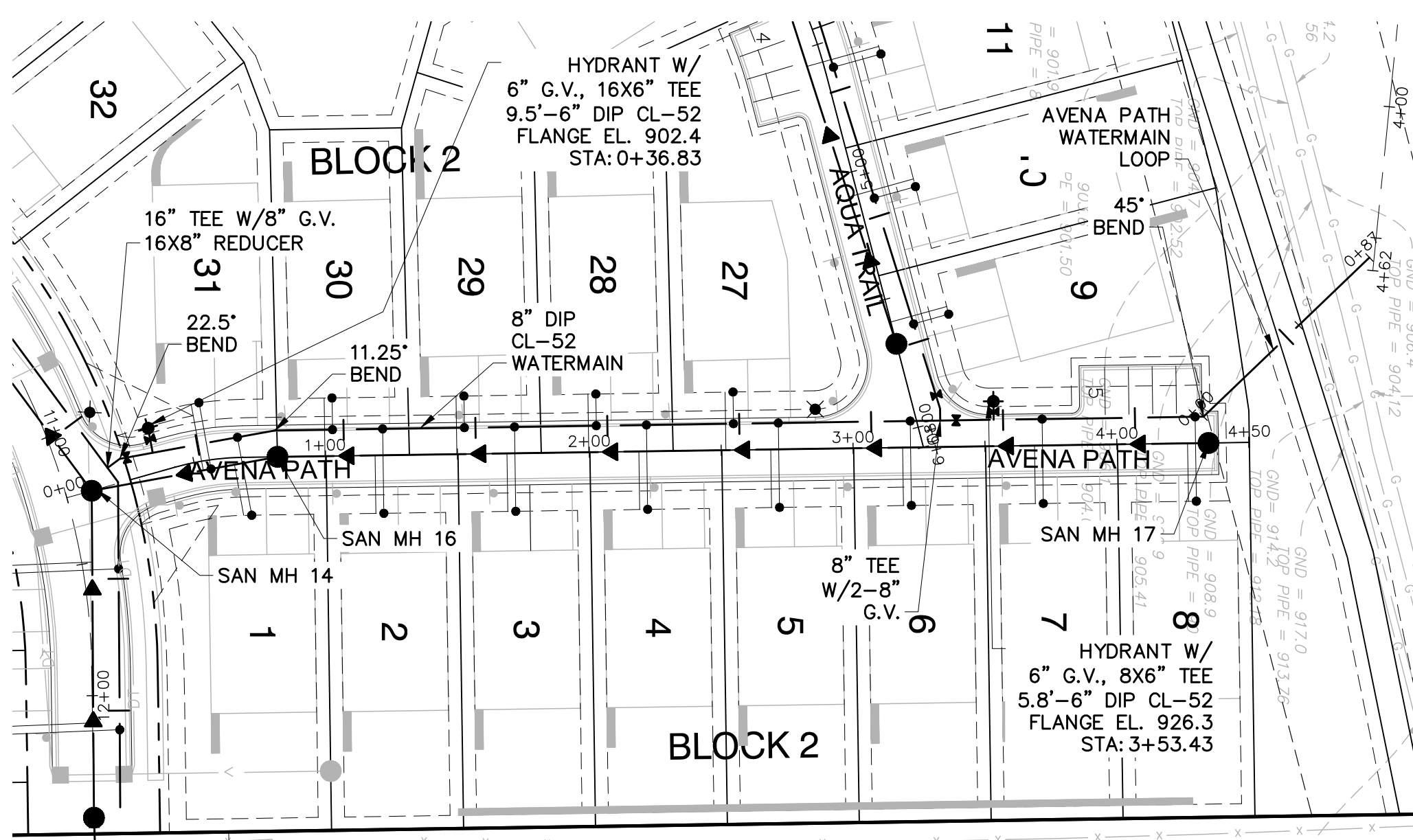
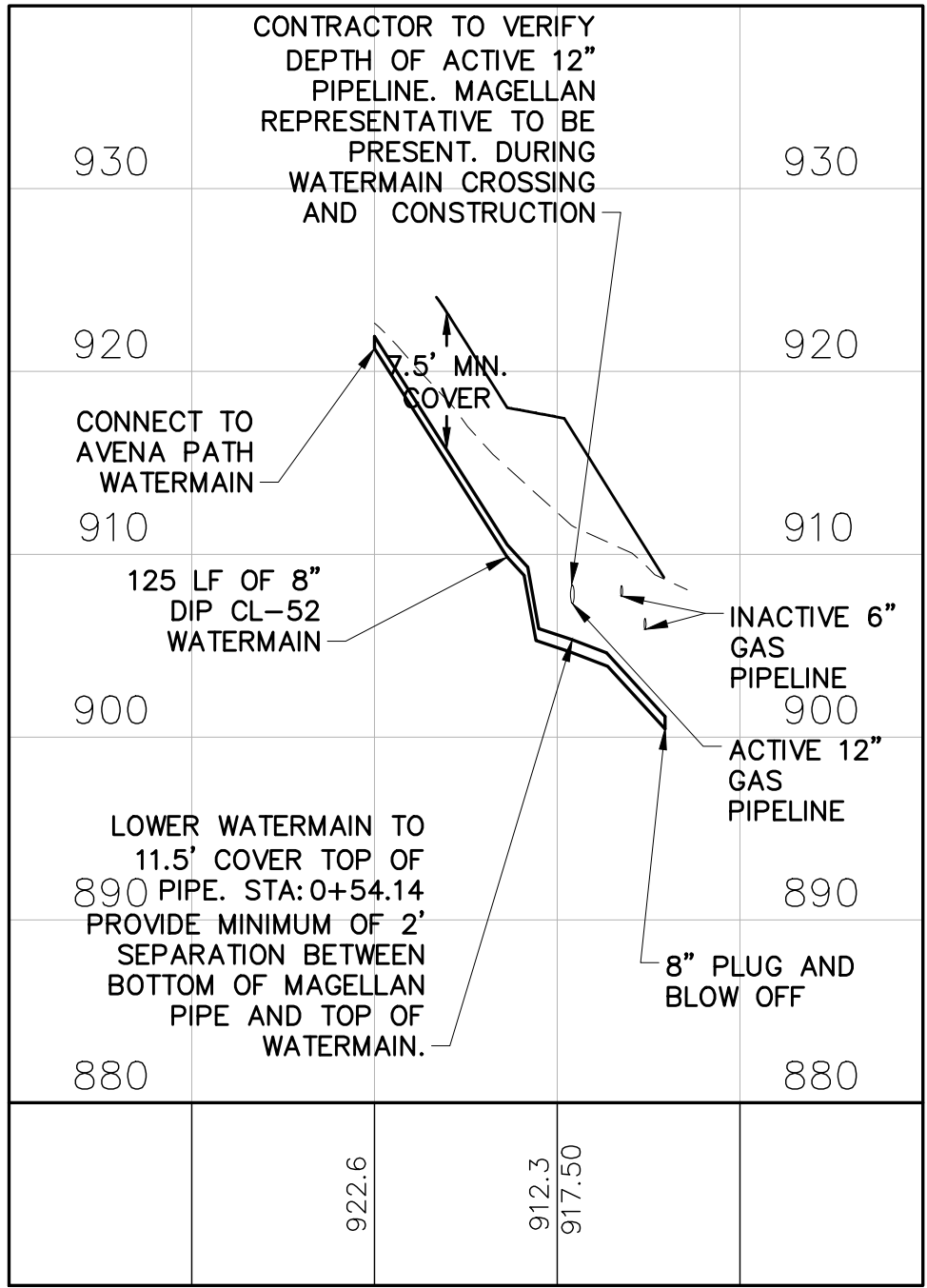


BLOCK	LOT	S	IE	CBE	R
1	1	49	871.10	885.30	2
1	2	98	871.10	888.16	6
1	3	150	871.10	892.30	12
1	4	200	871.10	896.20	18
1	5	27	872.15	905.20	29
1	6	88	872.15	905.70	29
2	1	55	891.51	906.50	0
2	2	37	894.57	910.50	3
2	3	87	894.57	914.50	4
2	4	137	894.57	918.50	5
2	5	187	894.57	922.50	7
2	6	237	894.57	926.00	8
2	7	287	894.57	927.40	5
2	8	345	894.57	927.50	0
2	27	170	894.57	921.00	6
2	28	118	894.57	917.00	5
2	29	68	894.57	913.00	3
2	30	18	894.57	909.00	2
2	31	43	891.51	904.90	0
2	32	178	871.10	894.60	15
2	33	128	871.10	890.90	10
2	34	92	871.10	885.00	2

LEGEND:

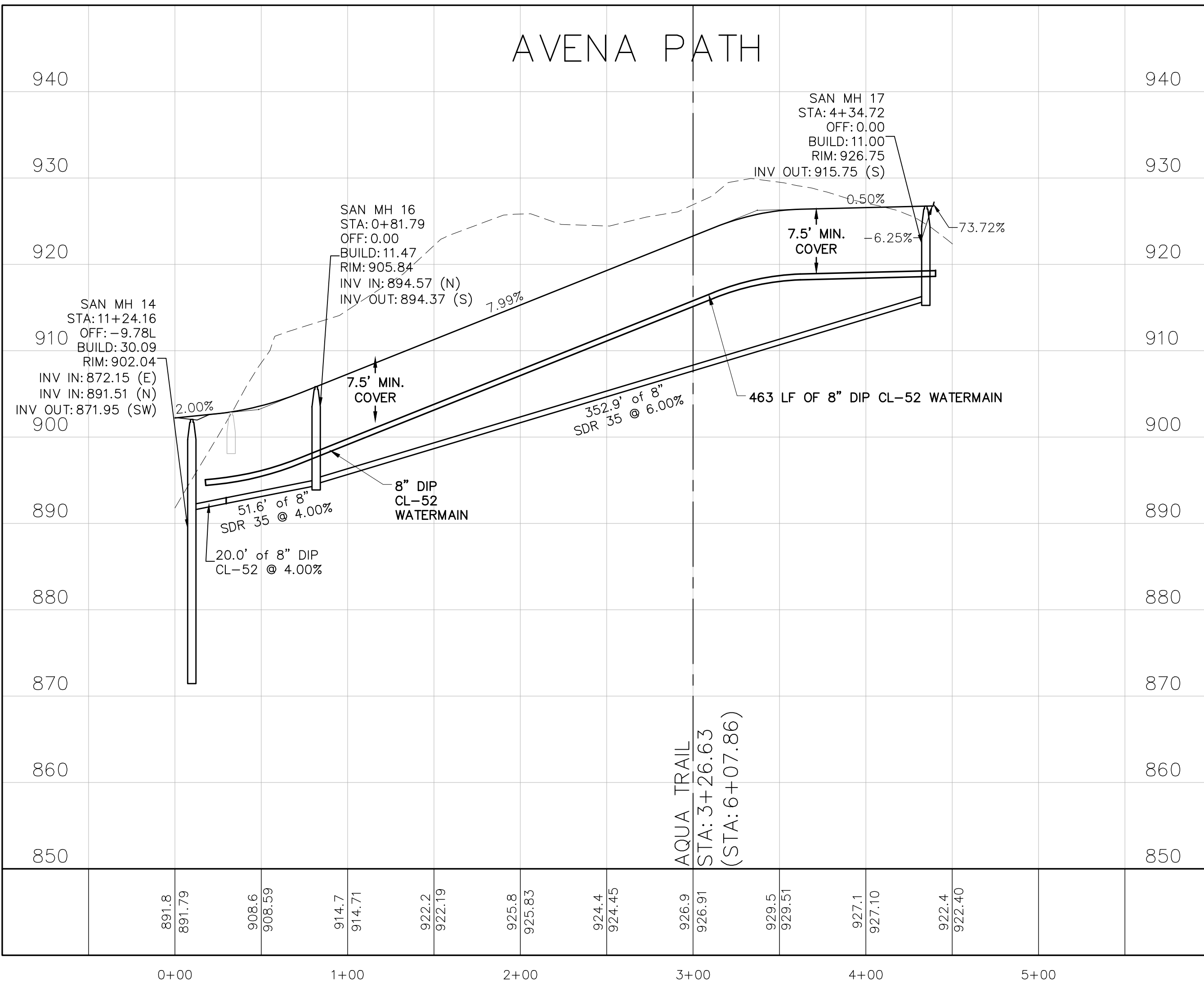
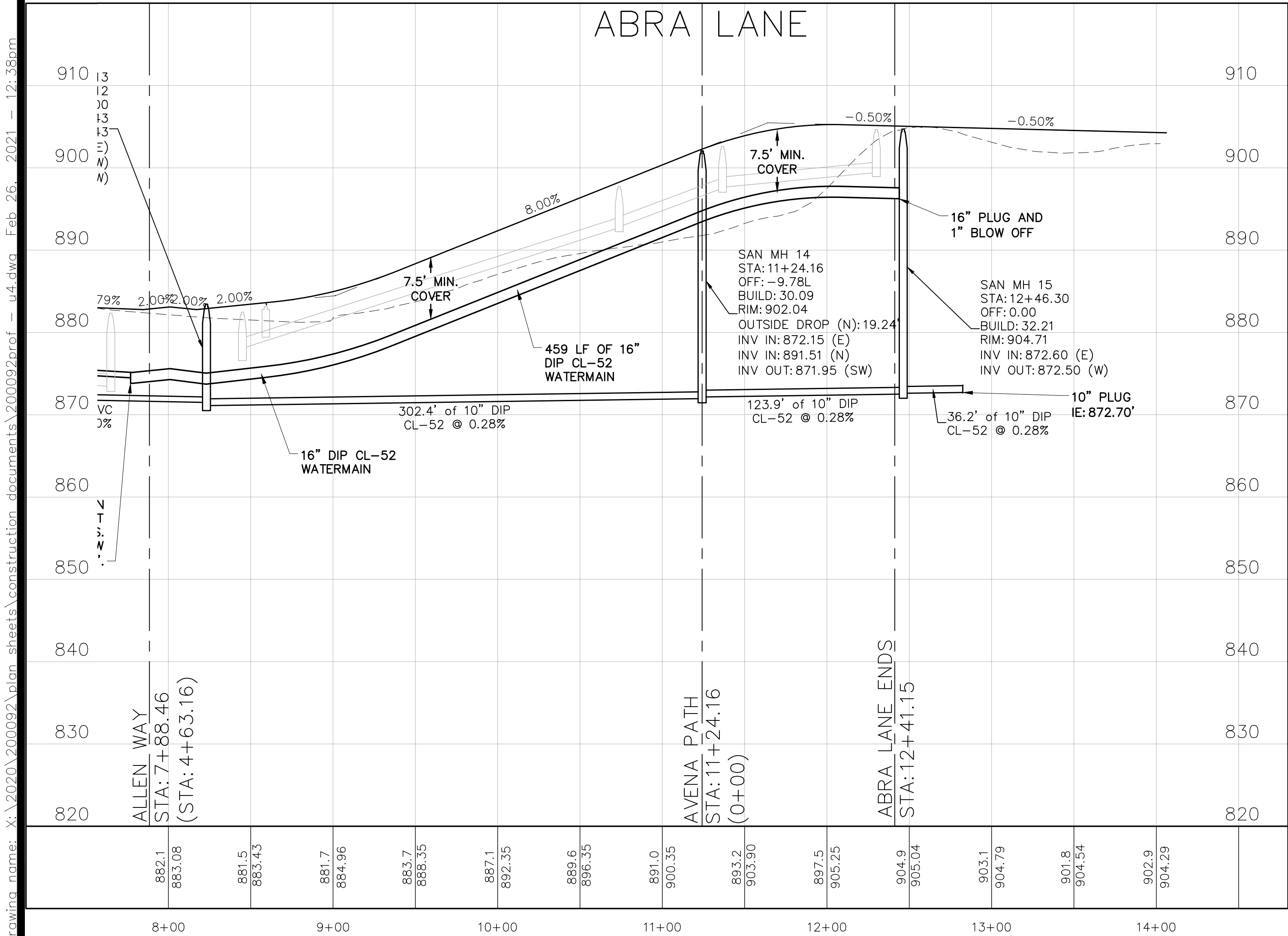
S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE)
(VERTICAL HEIGHT = R x 0.707)

AVENA PATH WATERMAIN LOOP



NOTES:

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Date License No.

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DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

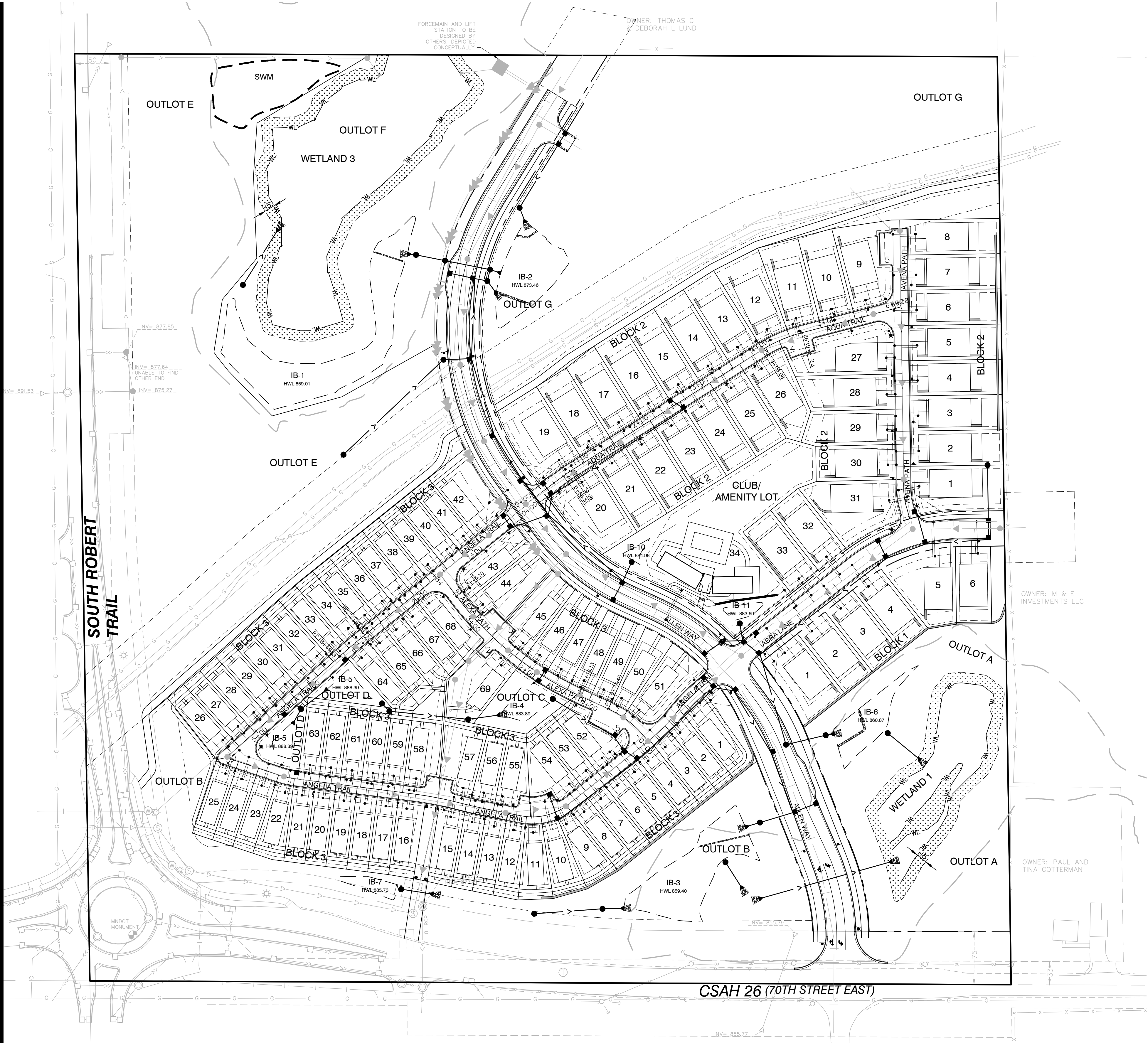
PROJECT TEAM DATA

DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

31

SHEET 31 OF 51

Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092strm.dwg, Feb. 26, 2021, 12:38pm



LEGEND:

	EXISTING GATE VALVE		PROPOSED CATCH BASIN
	EXISTING HYDRANT		PROPOSED WATERMAIN
	EXISTING WATERMAIN		PROPOSED SANITARY MANHOLE
	EXISTING CATCH BASIN		PROPOSED GATE VALVE
	EXISTING STORM MANHOLE		PROPOSED HYDRANT
	EXISTING STORM SEWER		4" PERFORATED DRAINTILE
	EXISTING SANITARY MANHOLE		PROPOSED STORM SEWER
	EXISTING SANITARY SEWER		PROPOSED SANITARY SEWER

UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
- ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF INVER GROVE HEIGHTS ENGINEERING GUIDELINES.
- NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.



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STORM SEWER PLAN

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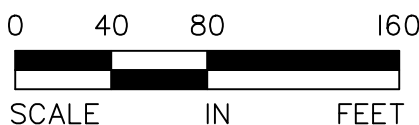
QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

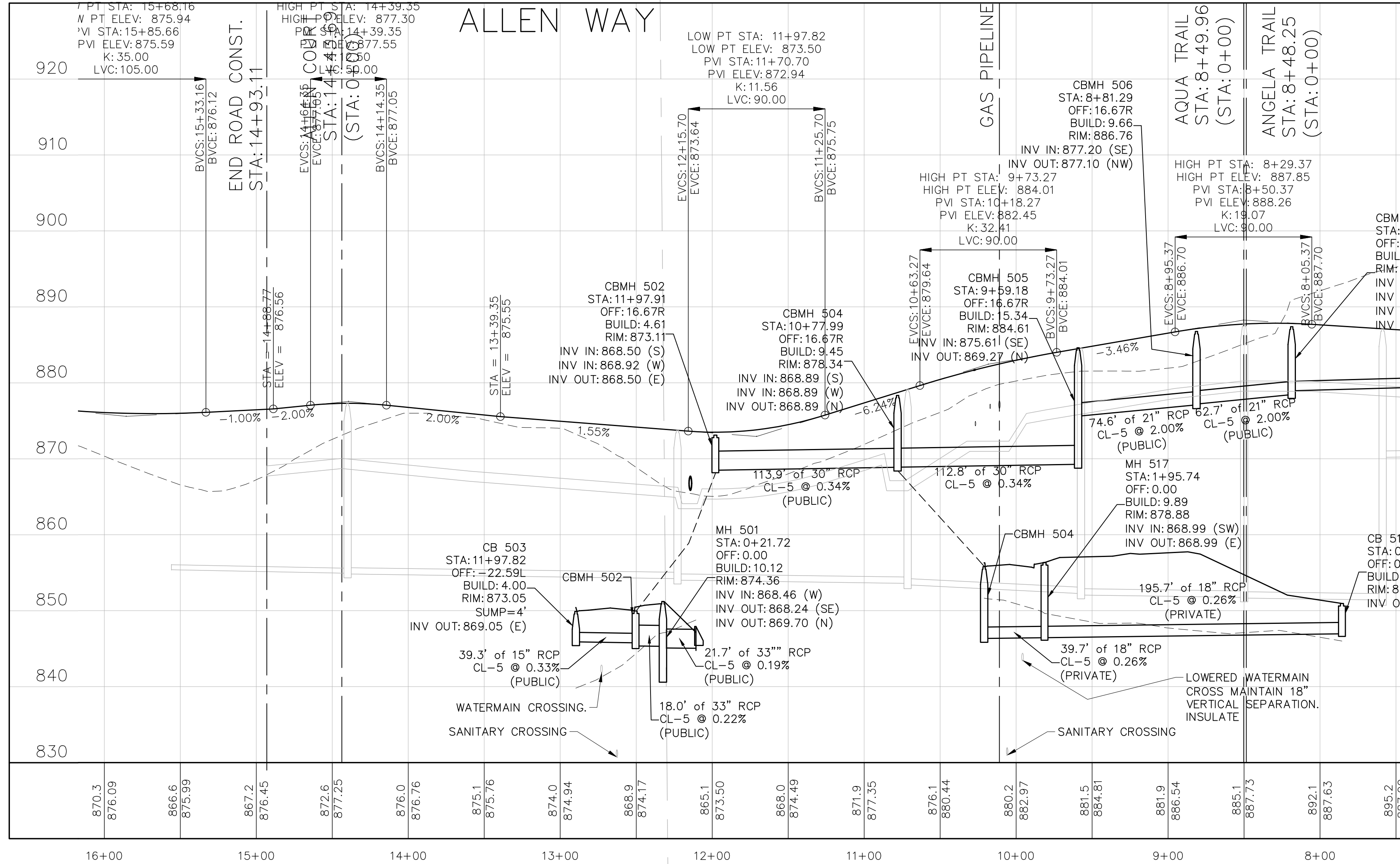
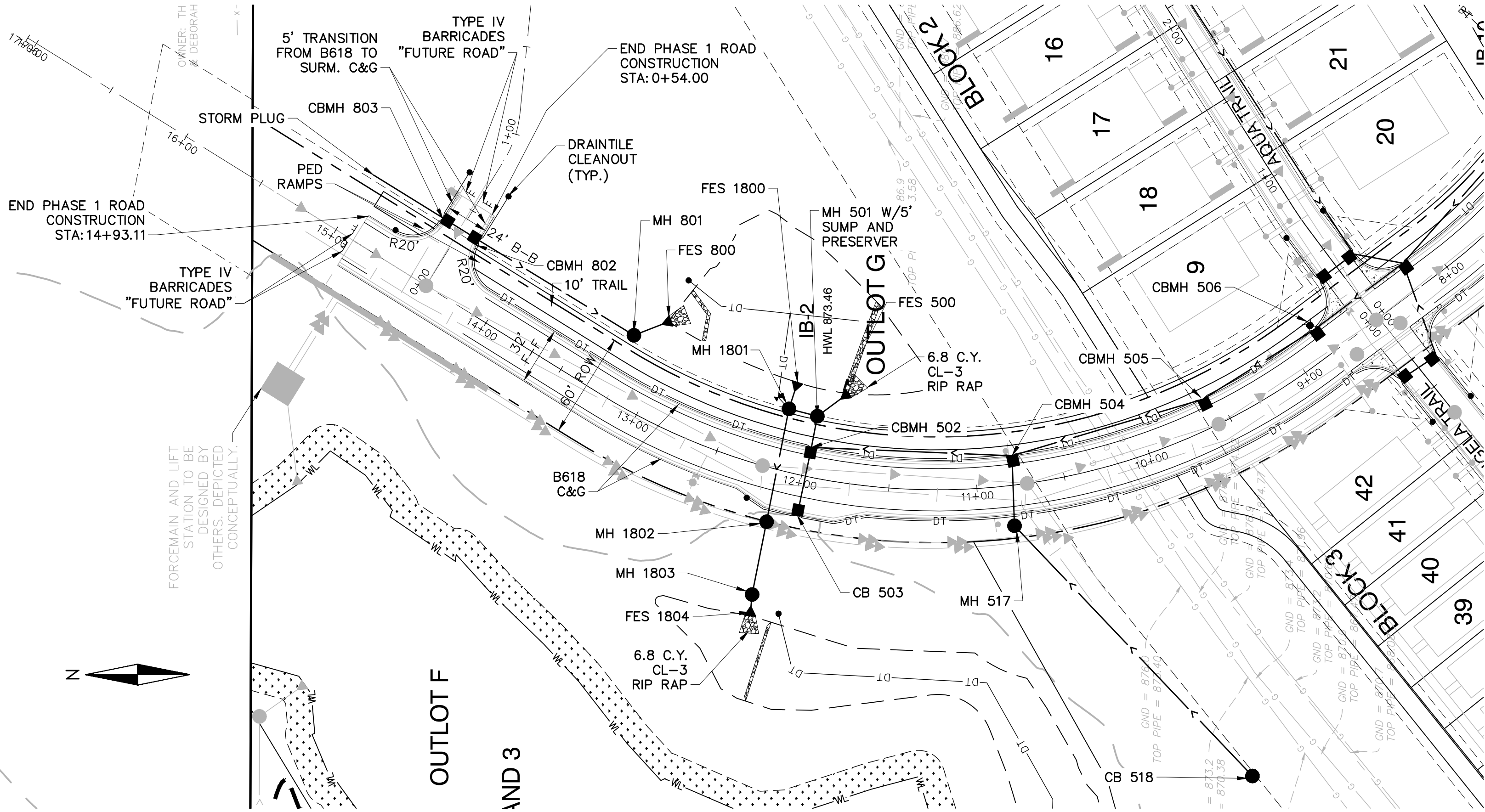
PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

32

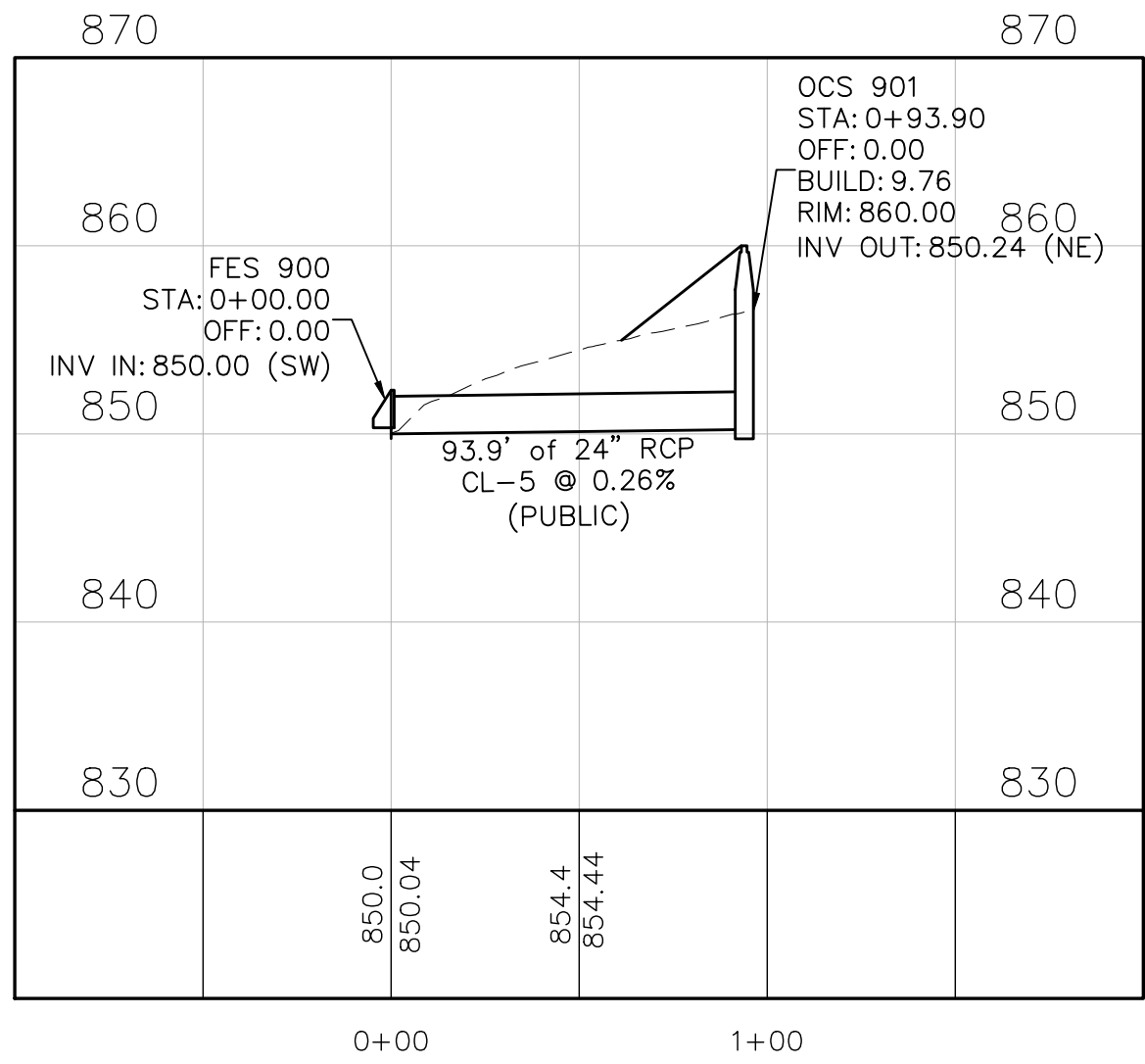
SHEET 32 OF 51



Drawing name: X:\2020\200092\plan_sheets\construction documents\200092\prof - s5.dwg, Feb. 26, 2021 - 12:40pm



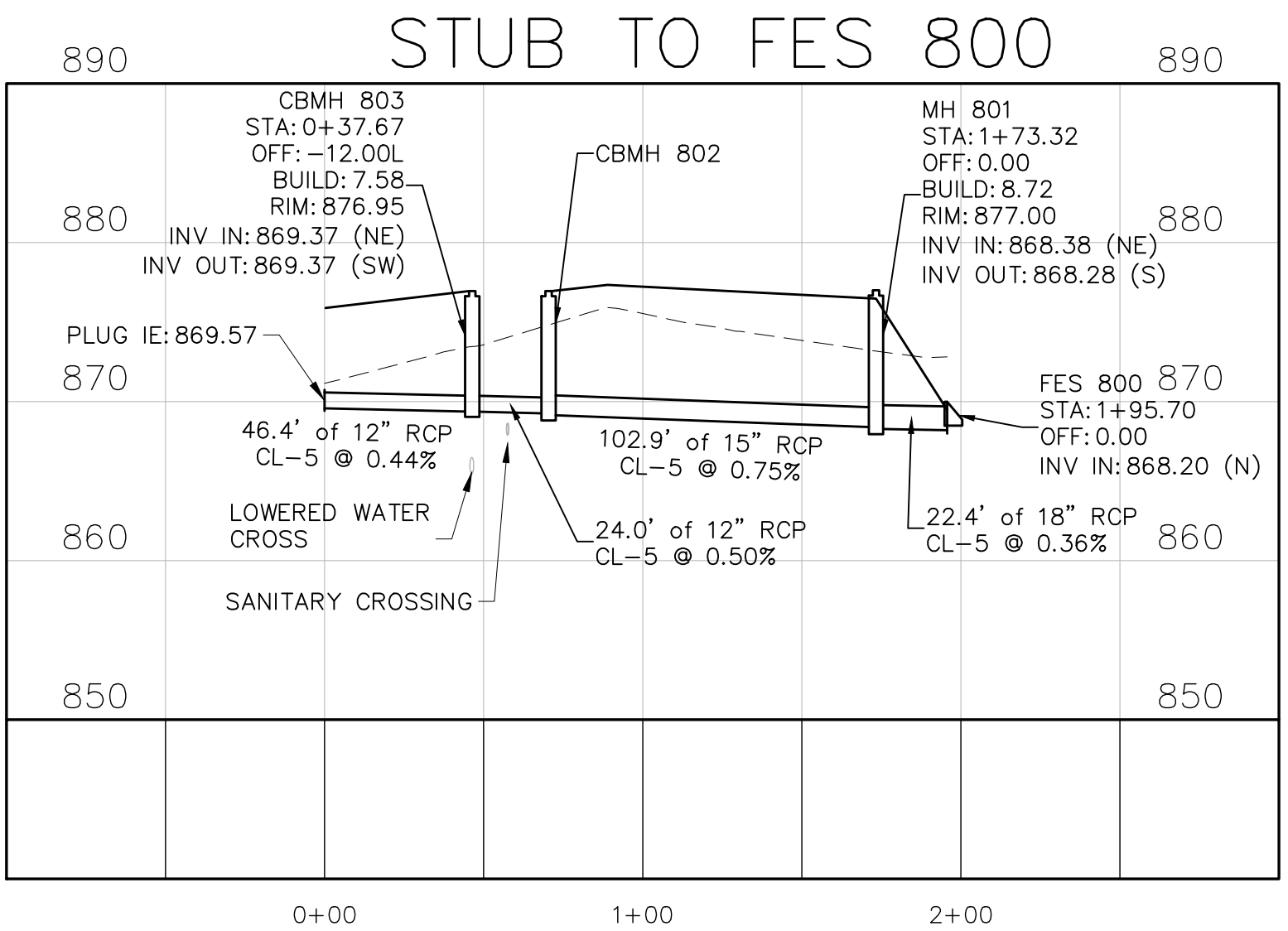
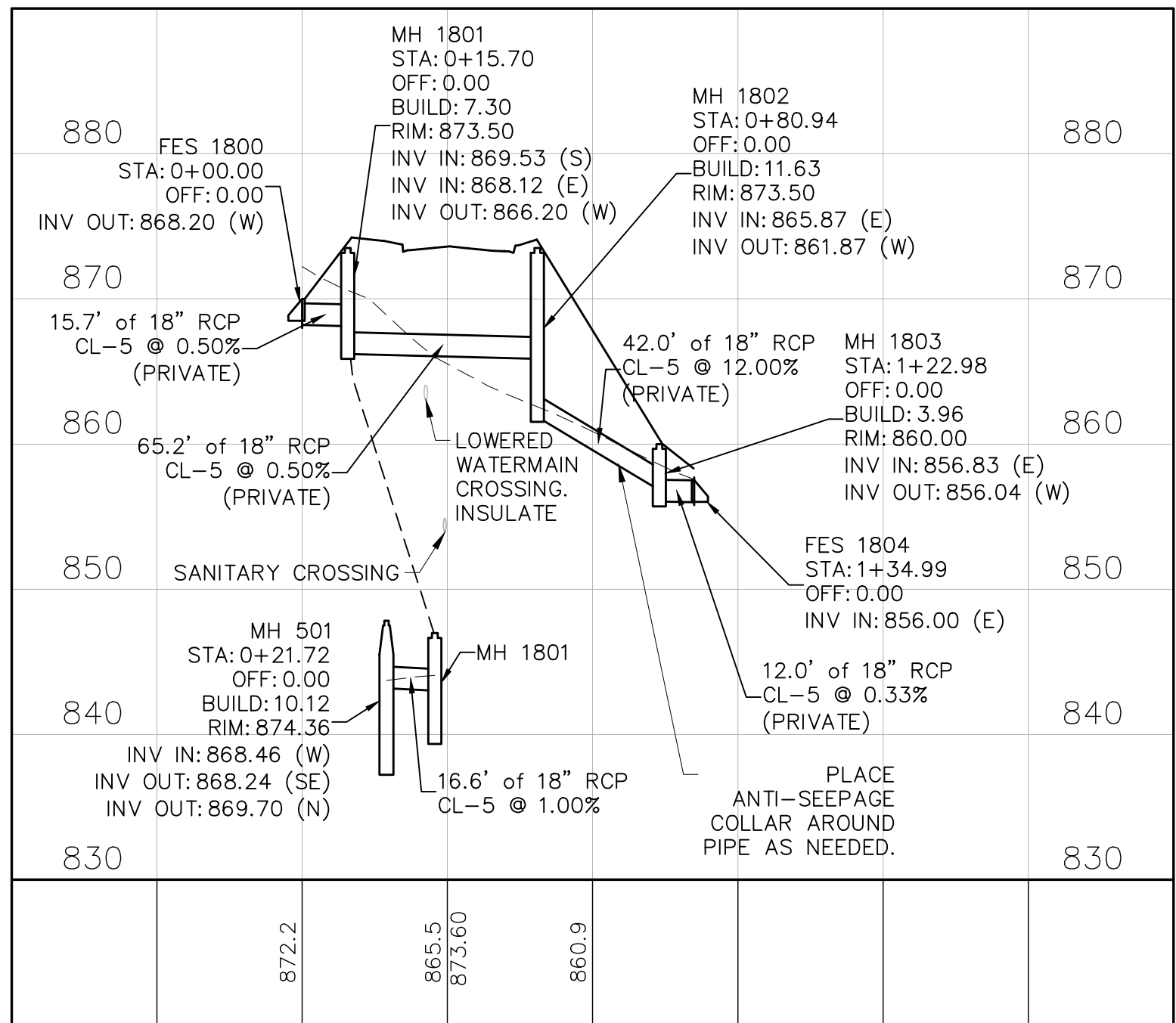
OCS 901 TO FES 900



NOTES:

- ALL PUBLIC INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED. ALL PUBLIC CURB RADII ARE 20' TO FACE OF CURB
- ALL PRIVATE INTERSECTION CURB RETURNS SHALL BE B612, EXCEPT IF NOTED. ALL PRIVATE CURB RADII ARE 20' TO BACK OF CURB
- ALSO SEE SITE SIGNAGE AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS.

FES 1800 TO FES 1804



CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

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STREET AND STORM SEWER PLAN AND PROFILES

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BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

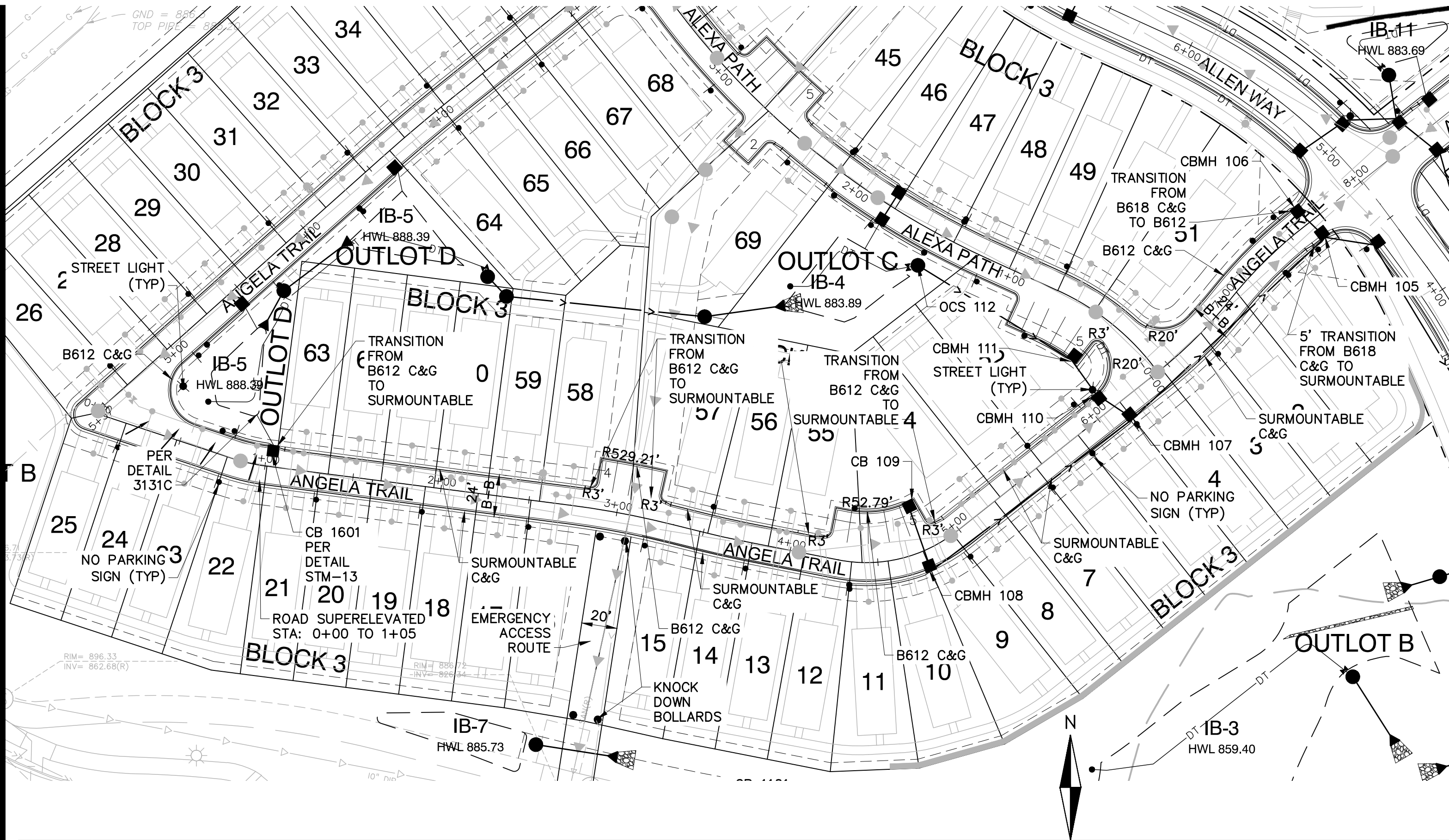
PROJECT TEAM DATA

DESIGNED: MPR

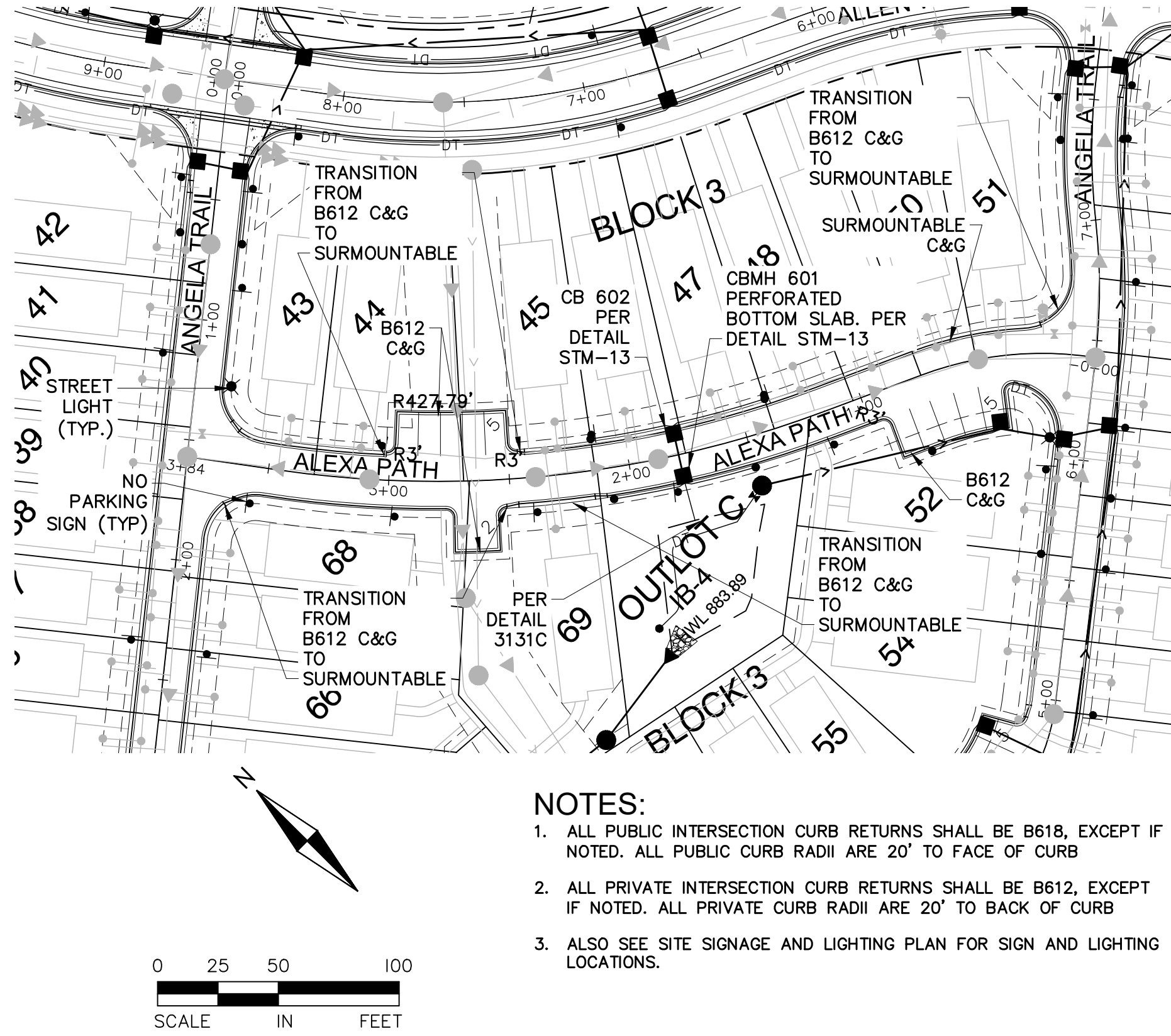
DRAWN: SIL, TAS

PROJECT NO: 220-0092

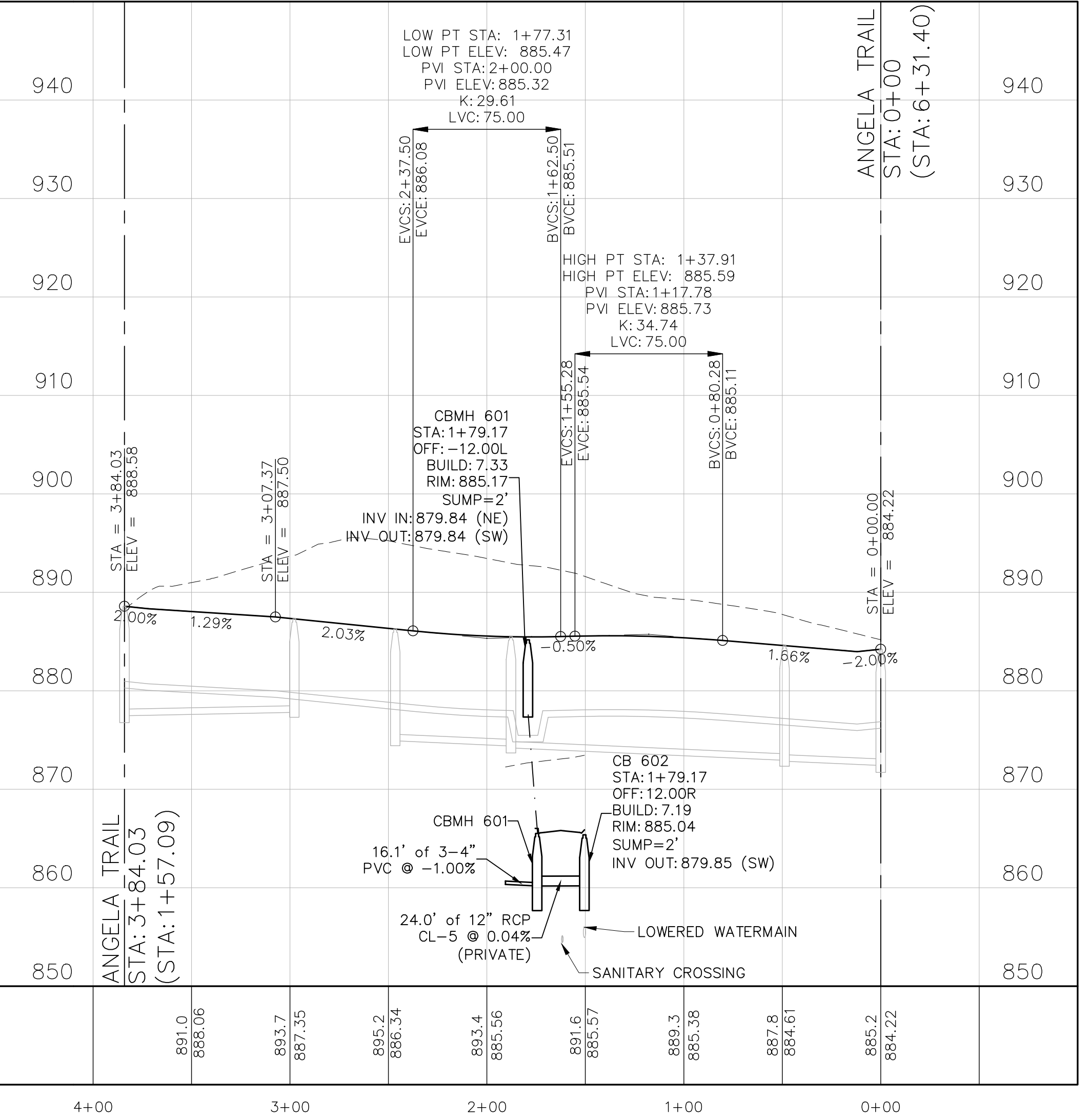
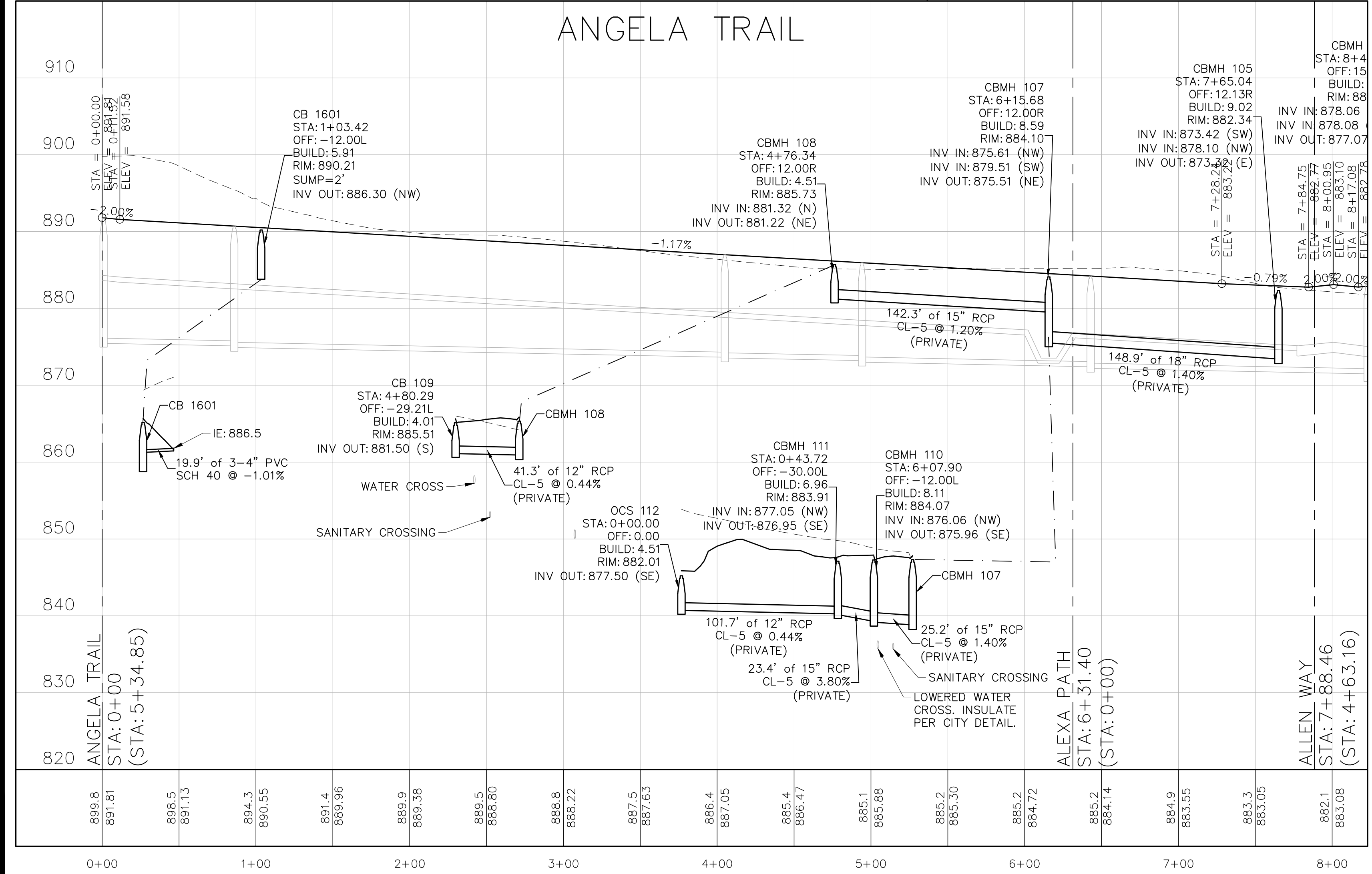
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STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
105	60" DIA R-3067-V	
106	2'X3' R-3067-V	
107	48" DIA R-3501-TR	
108	48" DIA R-3501-TR	
109	2'X3' R-3067-V	
110	48" DIA R-3067-V	
111	48" DIA R-3067-V	
112	48" DIA R-3067-V	
601	48" DIA R-3067-V	
602	2'X3' R-3067-V	
1601	2'X3' R-3067-V	



- NOTES:
1. ALL PUBLIC INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED. ALL PUBLIC CURB RADII ARE 20' TO FACE OF CURB
 2. ALL PRIVATE INTERSECTION CURB RETURNS SHALL BE B612, EXCEPT IF NOTED. ALL PRIVATE CURB RADII ARE 20' TO BACK OF CURB
 3. ALSO SEE SITE SIGNAGE AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS.



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BY _____	DATE _____
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

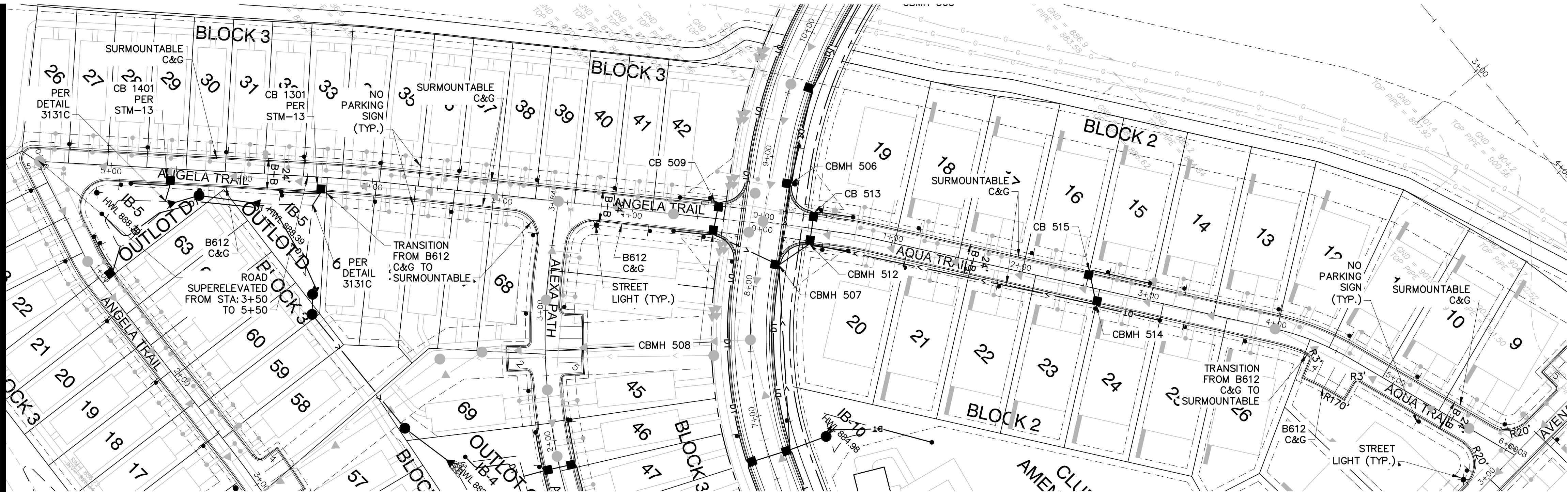
PROJECT TEAM DATA

DESIGNED: _____	MPR
DRAWN: _____	SIL, TAS
PROJECT NO: _____	220-0092

35

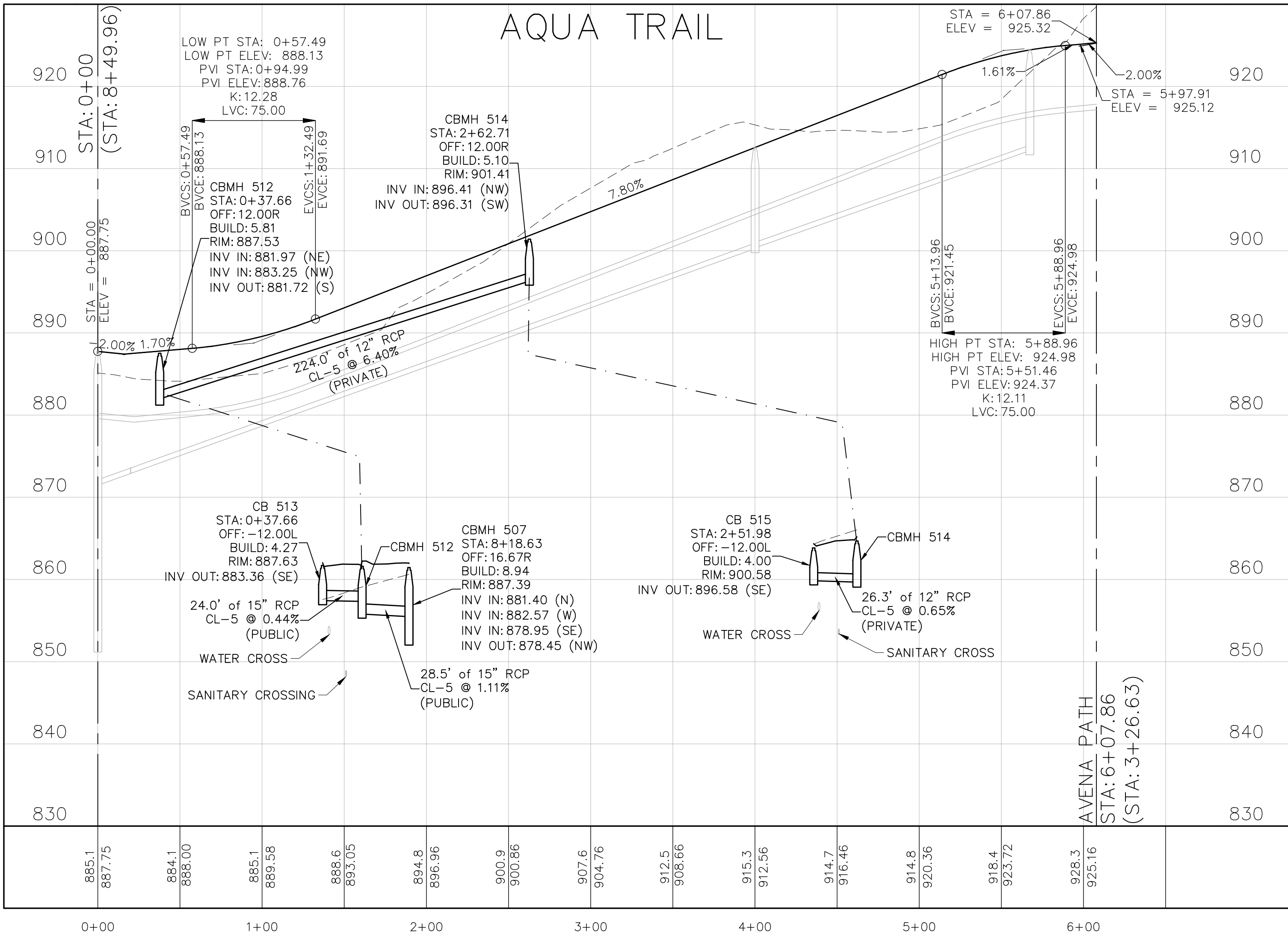
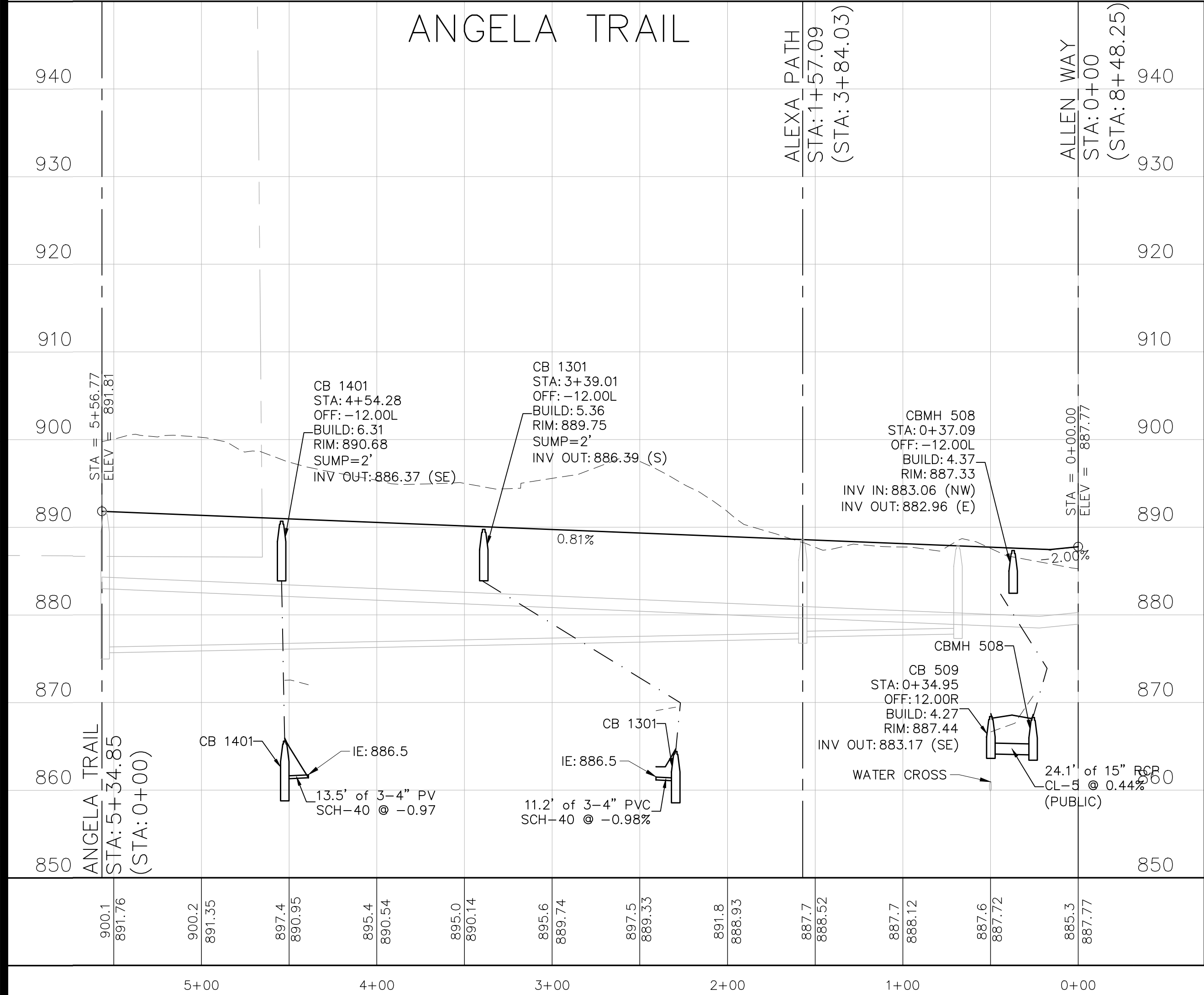
SHEET 35 OF 51

Drawing name: X:\2020\200092\plan_sheets\construction documents\200092\prof - s3.dwg, Feb. 26, 2021 - 12:43pm



STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
506	48" DIA	R-3067-V
507	60" DIA	R-3067-v
508	48" DIA	R-3067-V
509	48" DIA	R-3067-V
512	48" DIA	R-3067-V
513	2'X3'	R-3067-V
514	48" DIA	R-3501-TL
515	2'X3'	R-3501-TR
1301	2'X3'	R-3067-V
1401	2'X3'	R-3067-V

- NOTES:
- ALL PUBLIC INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED. ALL PUBLIC CURB RADII ARE 20' TO FACE OF CURB
 - ALL PRIVATE INTERSECTION CURB RETURNS SHALL BE B612, EXCEPT IF NOTED. ALL PRIVATE CURB RADII ARE 20' TO BACK OF CURB
 - ALSO SEE SITE SIGNAGE AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS.



CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

STREET AND STORM SEWER PLAN AND PROFILES

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

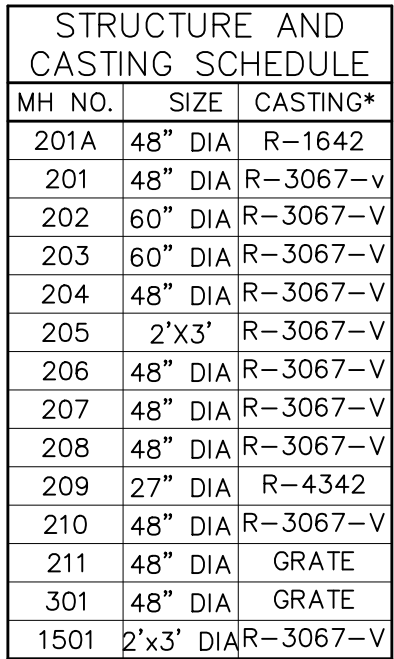
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PROJECT TEAM DATA

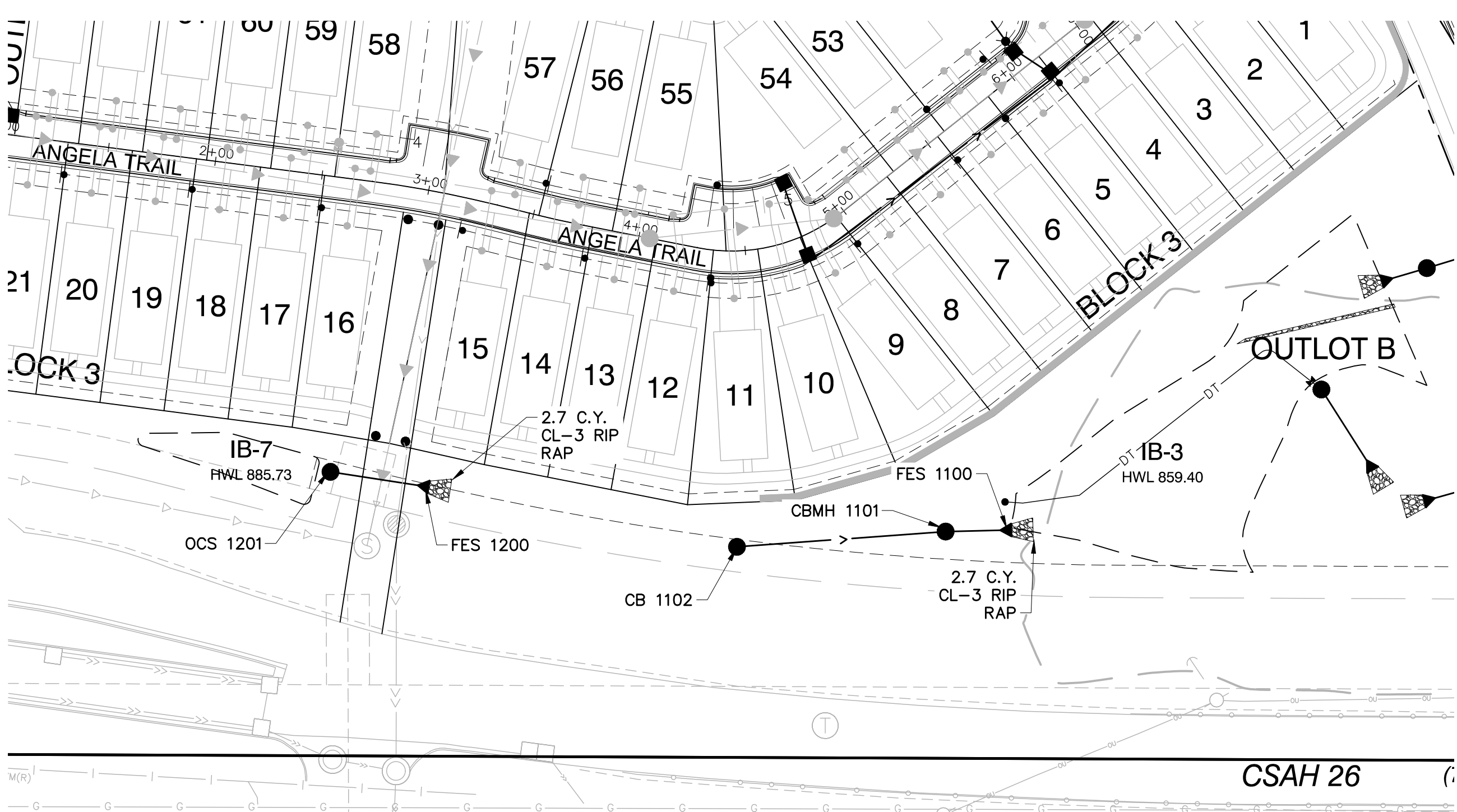
DESIGNED: MPR

DRAWN: SIL, TAS

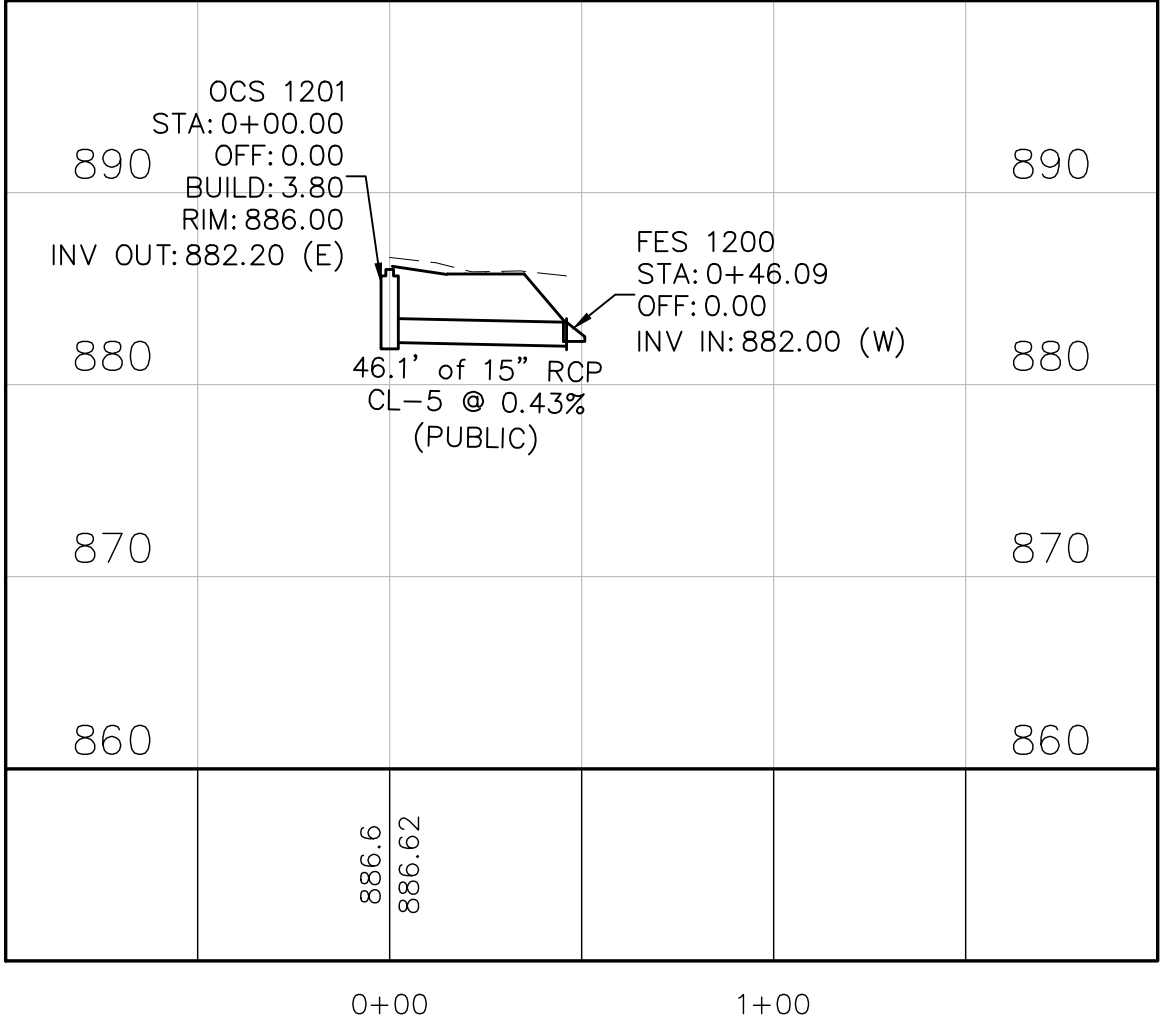
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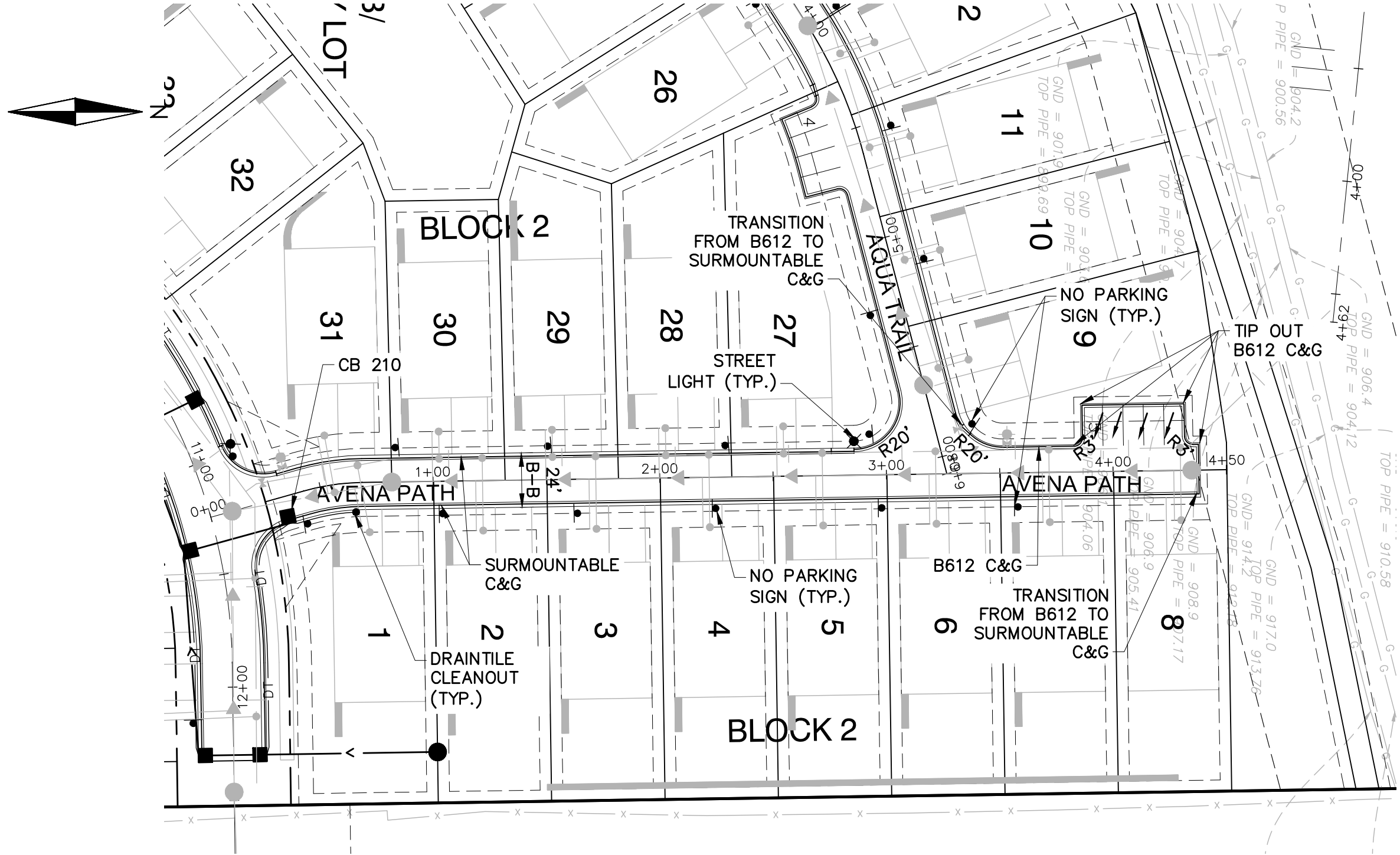
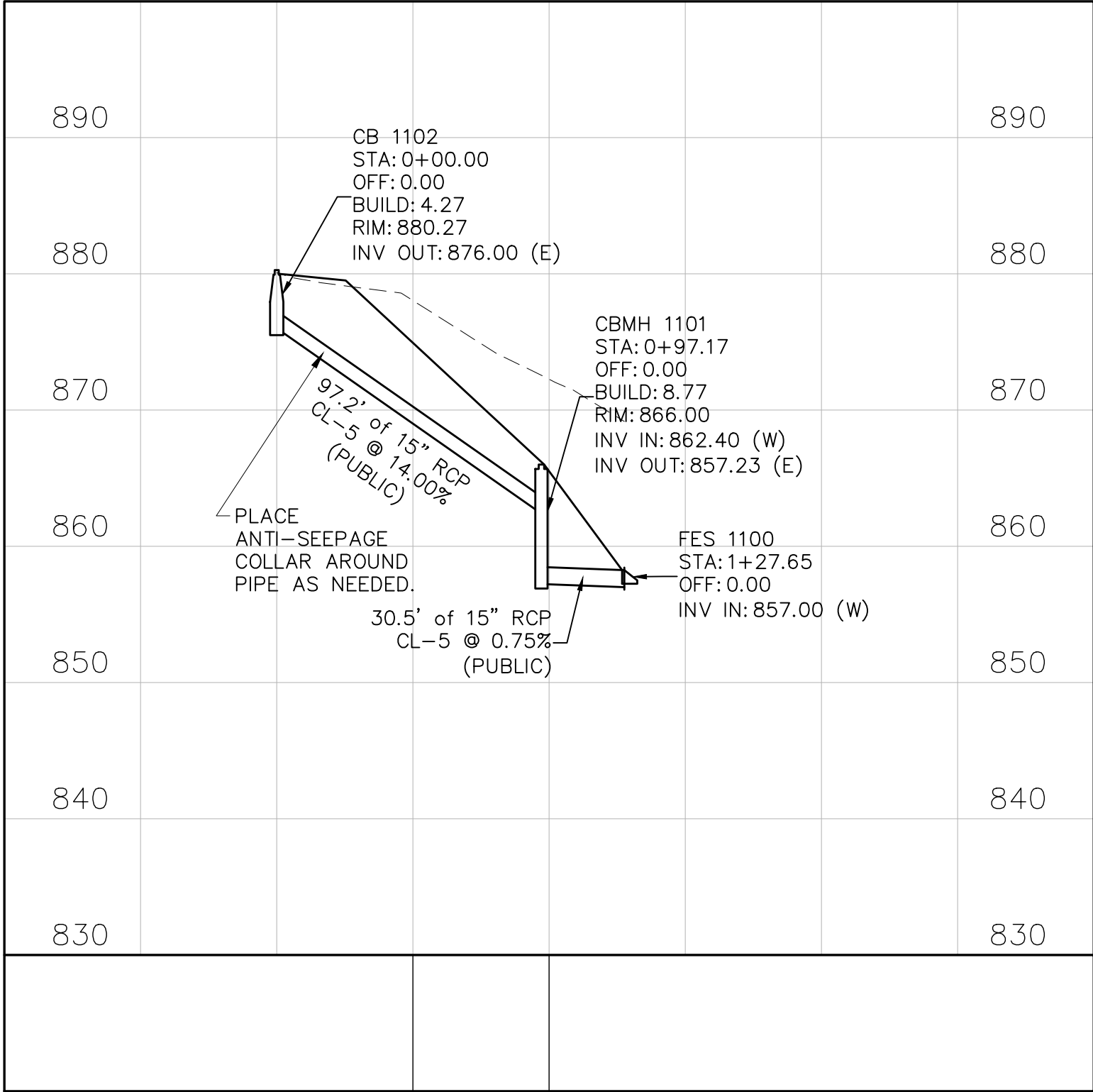


CB 1201 TO FES 1200

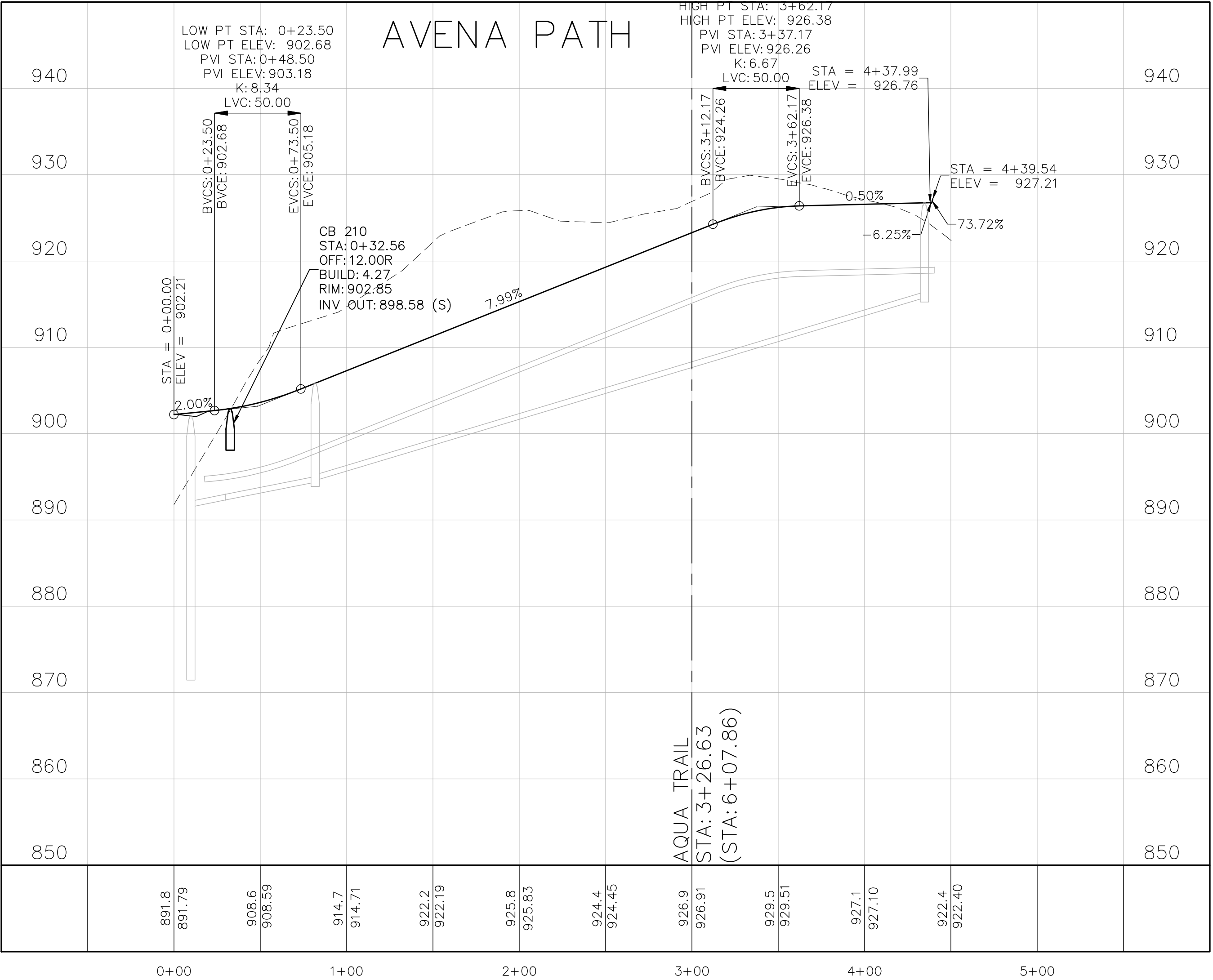
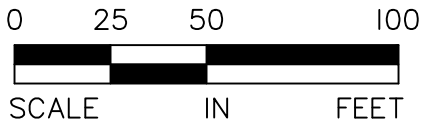


STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
1101	48" DIA	R-4342
1102	27" DIA	R-4342
1201	27" DIA	GRATE
210	2x3'	R-3067-V

CB 1102 TO FES 1100



- NOTES:
1. ALL PUBLIC INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED.
 2. ALL PRIVATE INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED.
 3. ALSO SEE SITE SIGNAGE AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS.



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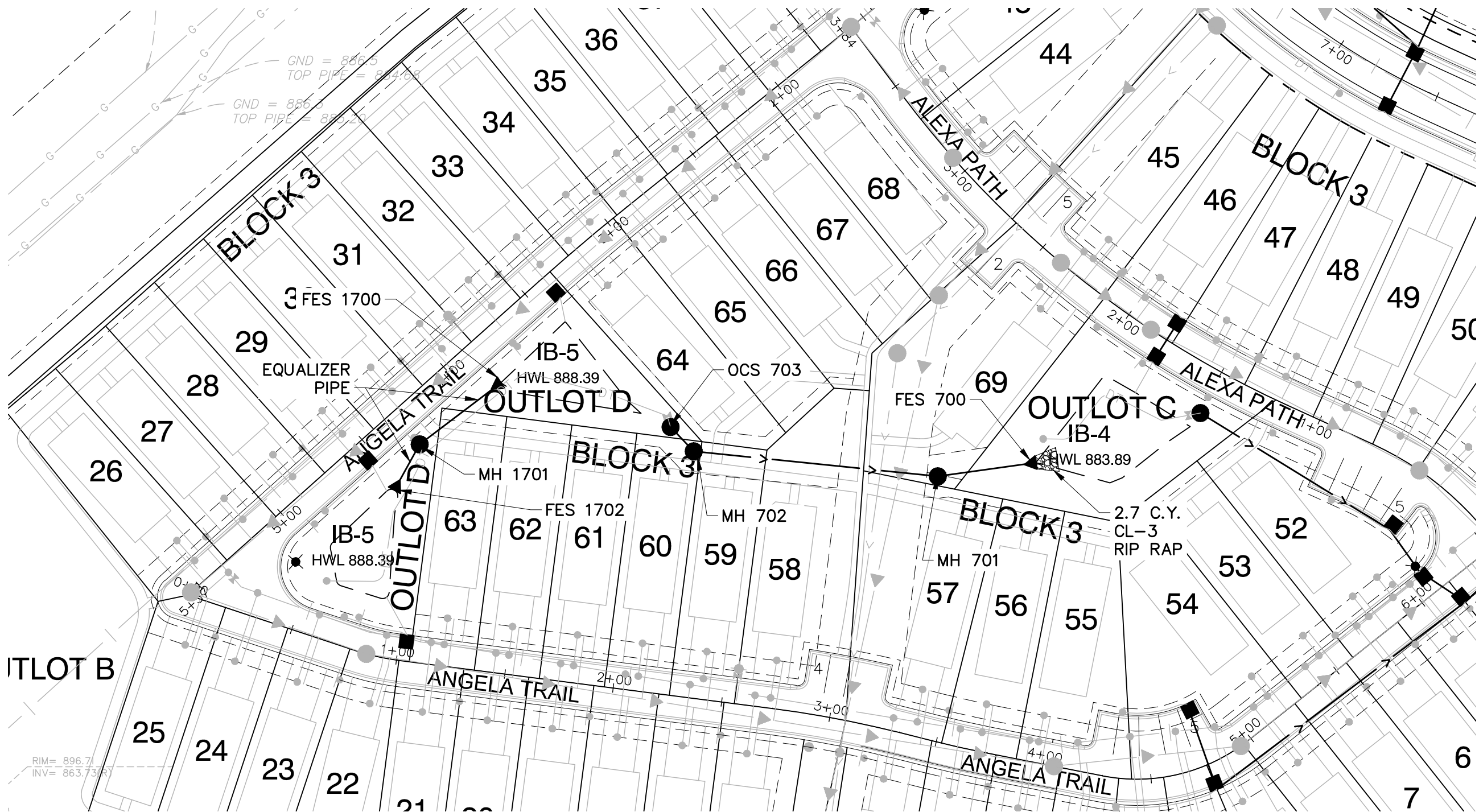
QUALITY ASSURANCE/CONTROL

BY DATE

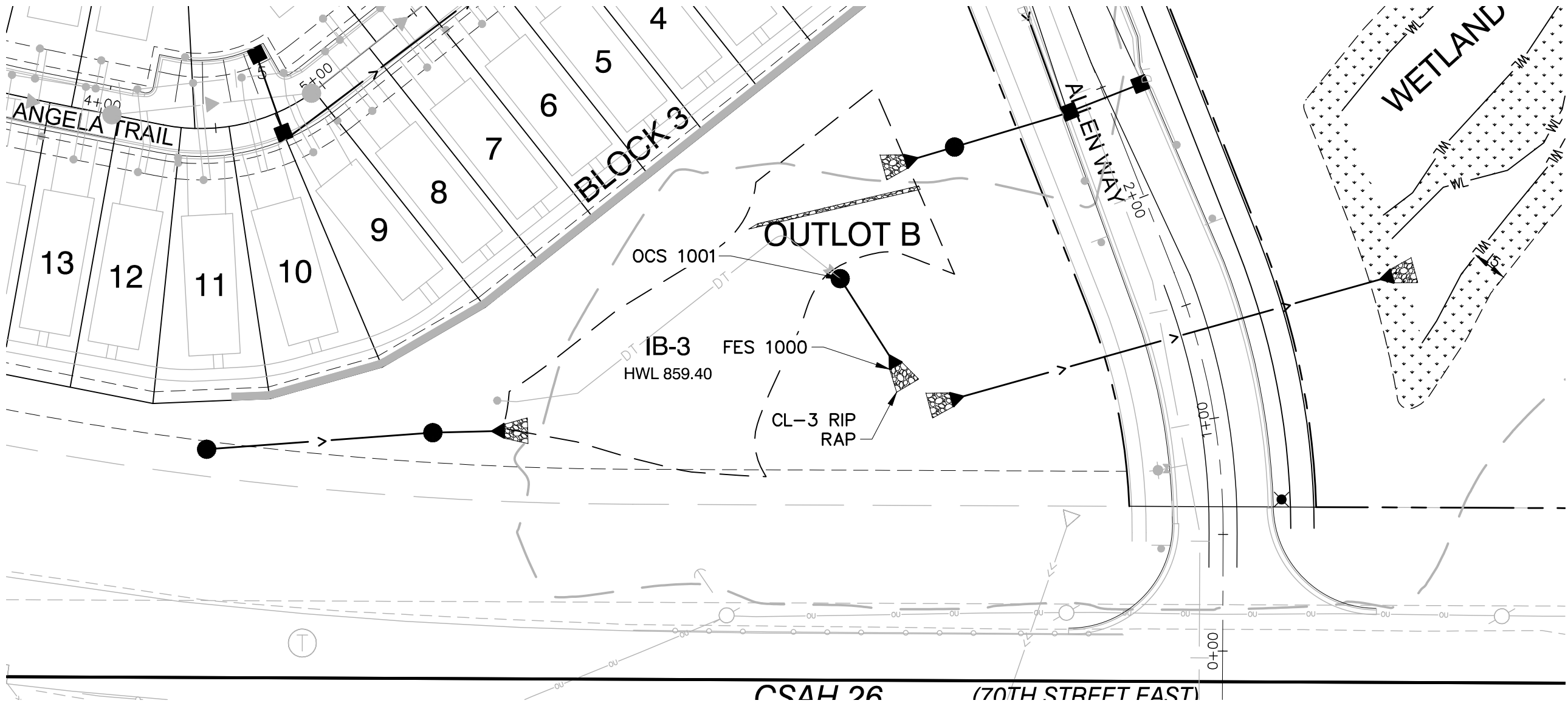
DATE ISSUE
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

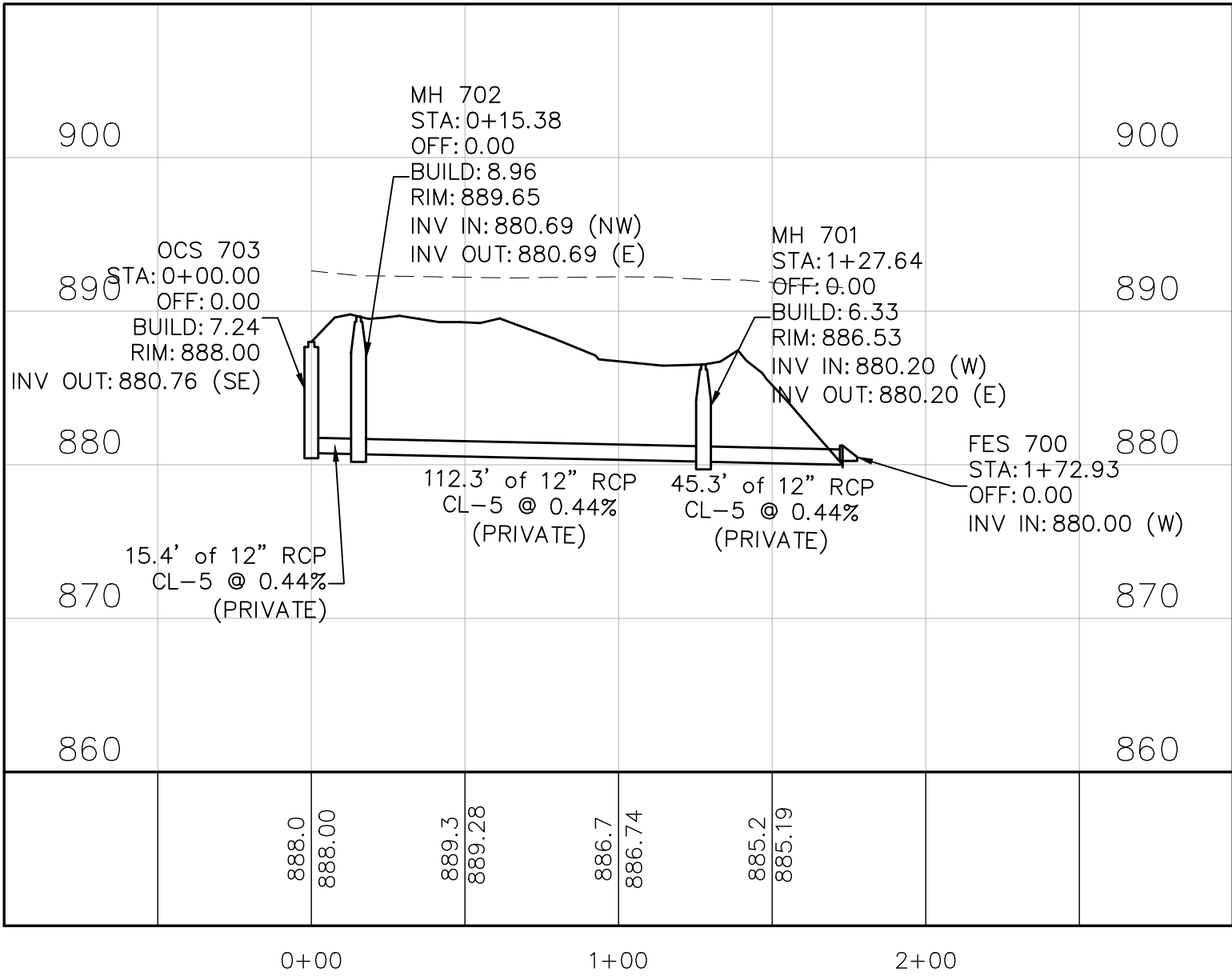
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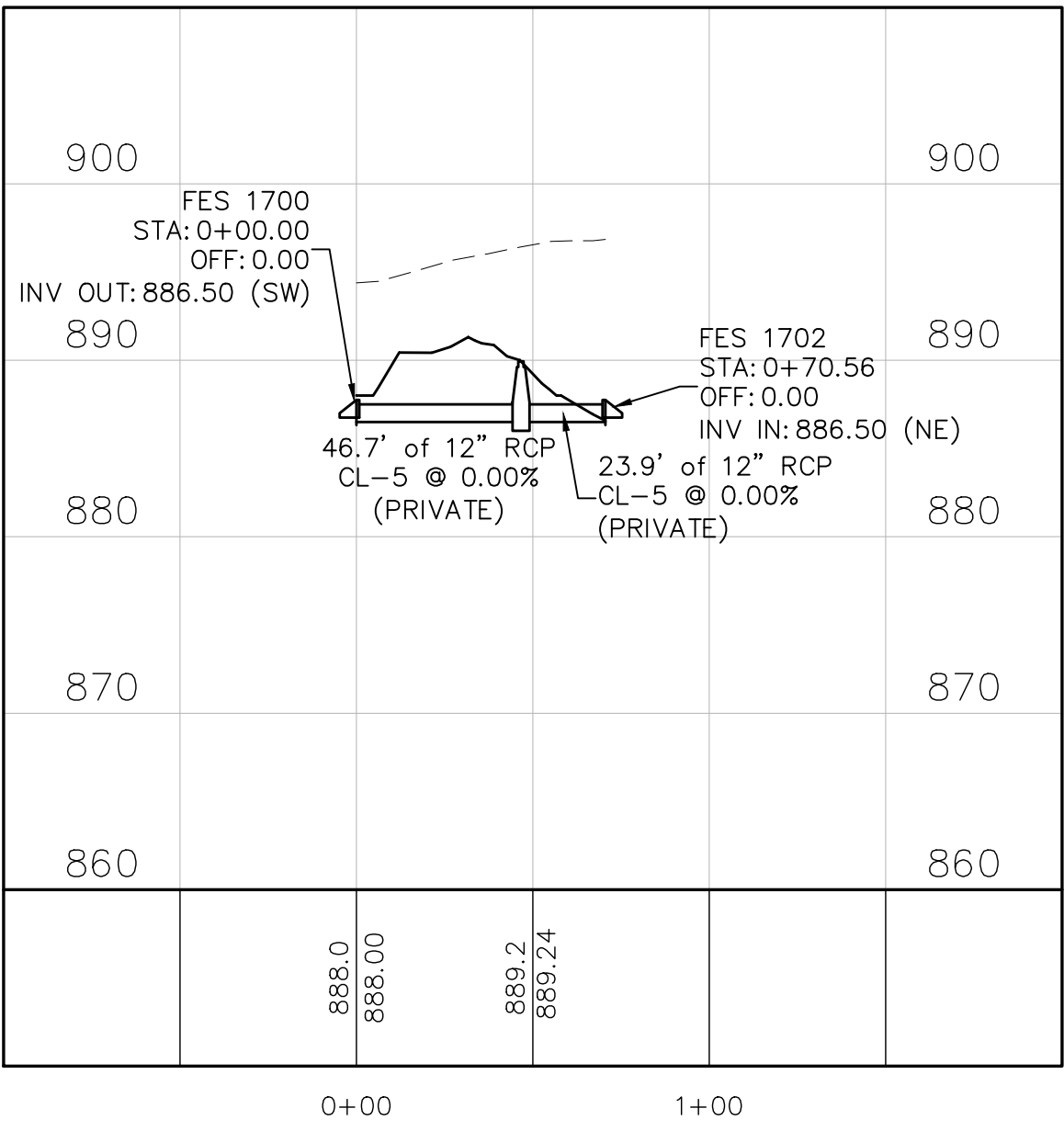
STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
701	48" DIA	R-4342
702	48" DIA	R-1642
703	48" DIA	GRATE
1701	48" DIA	R-1642
1001	48" DIA	GRATE



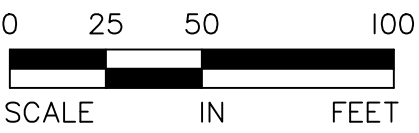
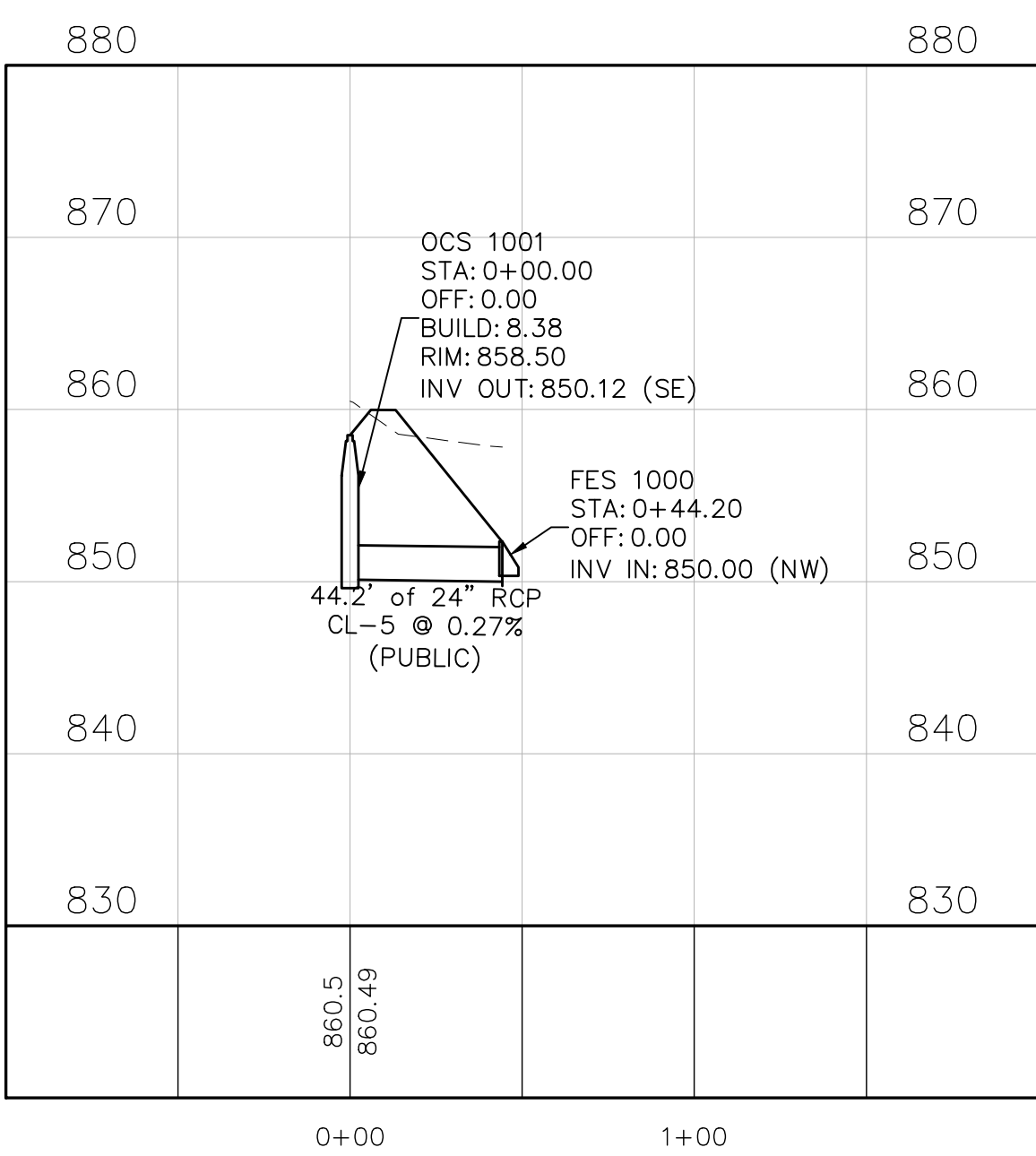
OCS 703 TO FES 700



FES 1700 TO FES 1702



OCS 1001 TO FES 1000



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2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MPR

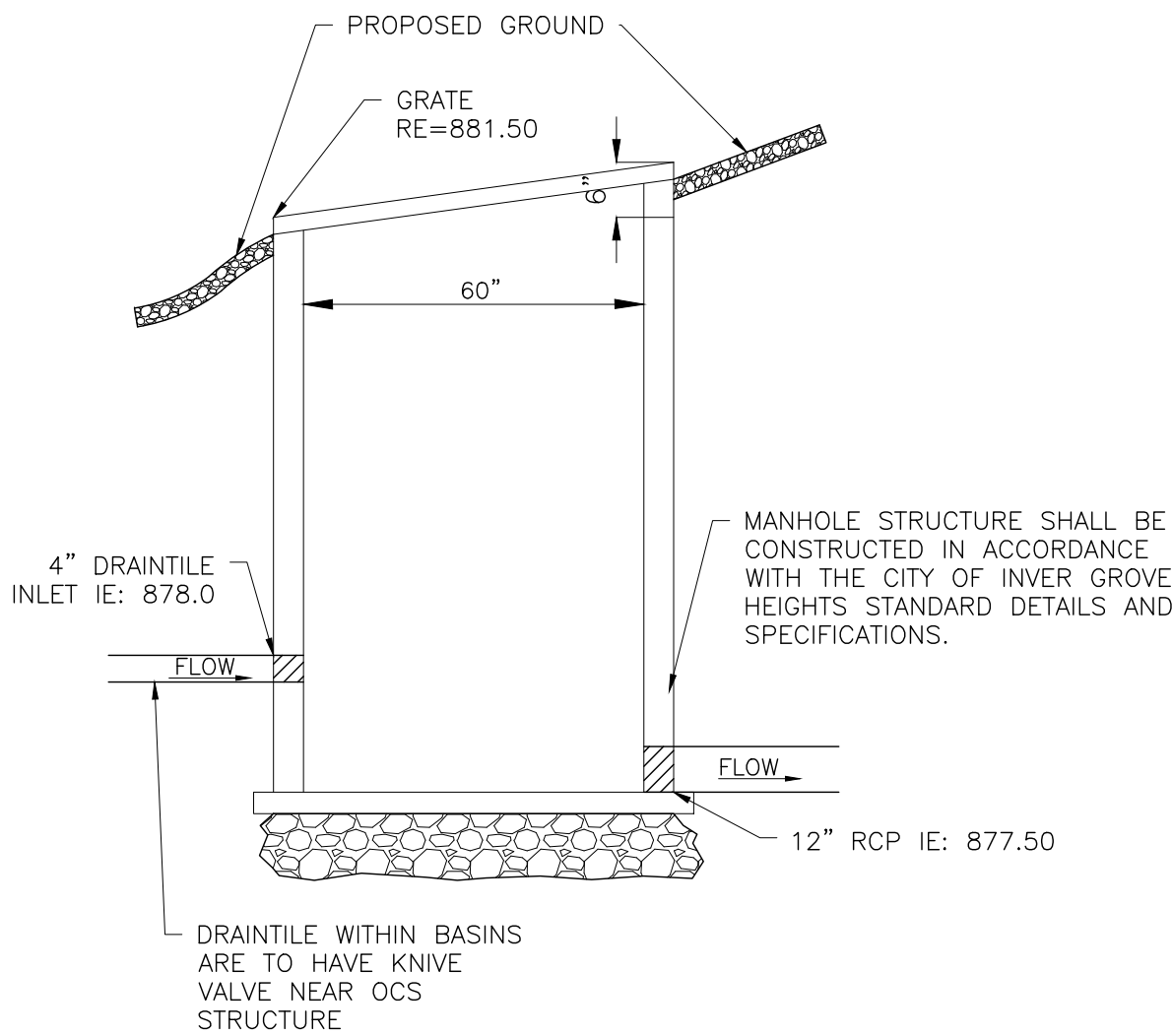
DRAWN: SIL, TAS

PROJECT NO: 220-0092

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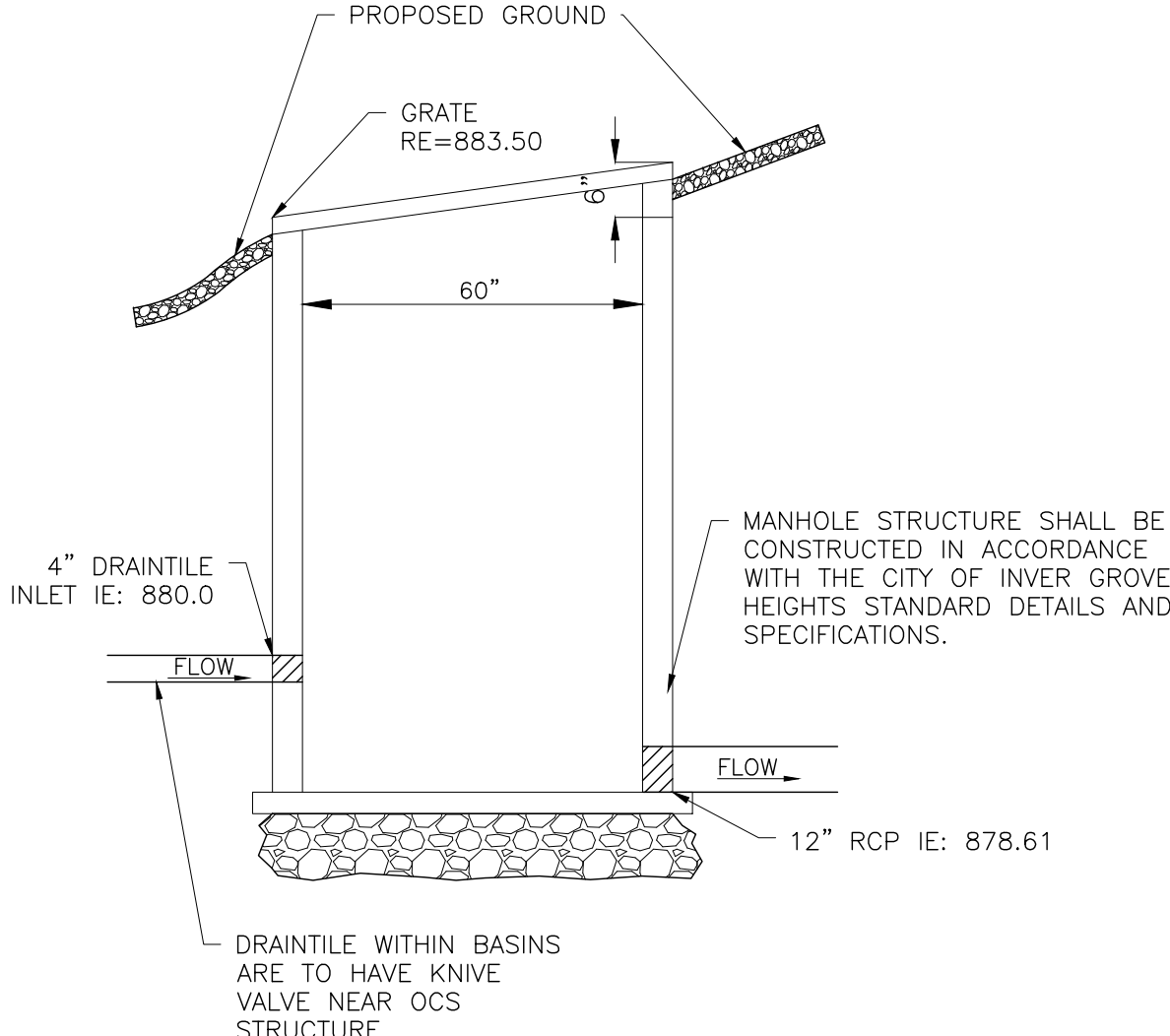
OCS 112

NOT TO SCALE



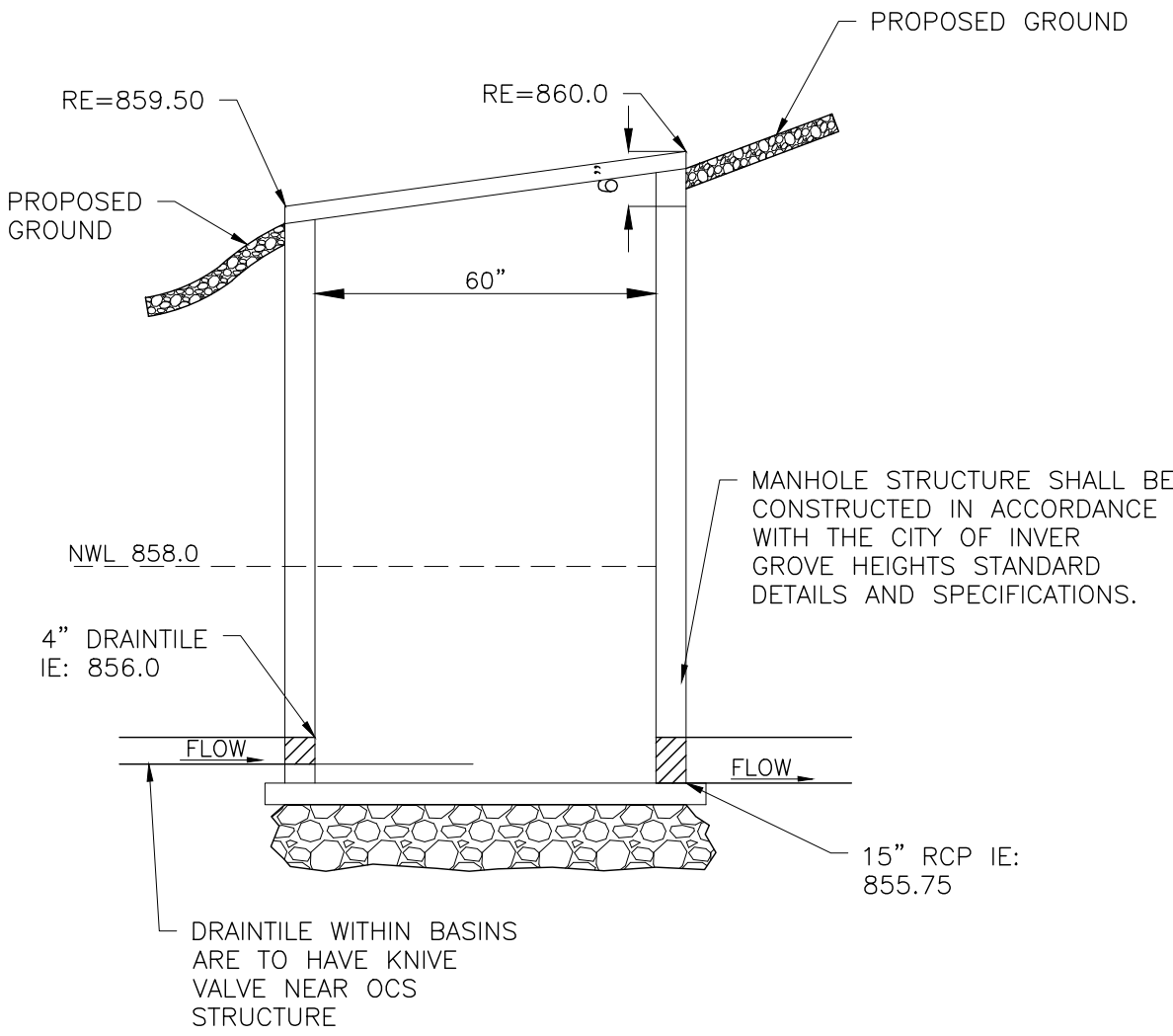
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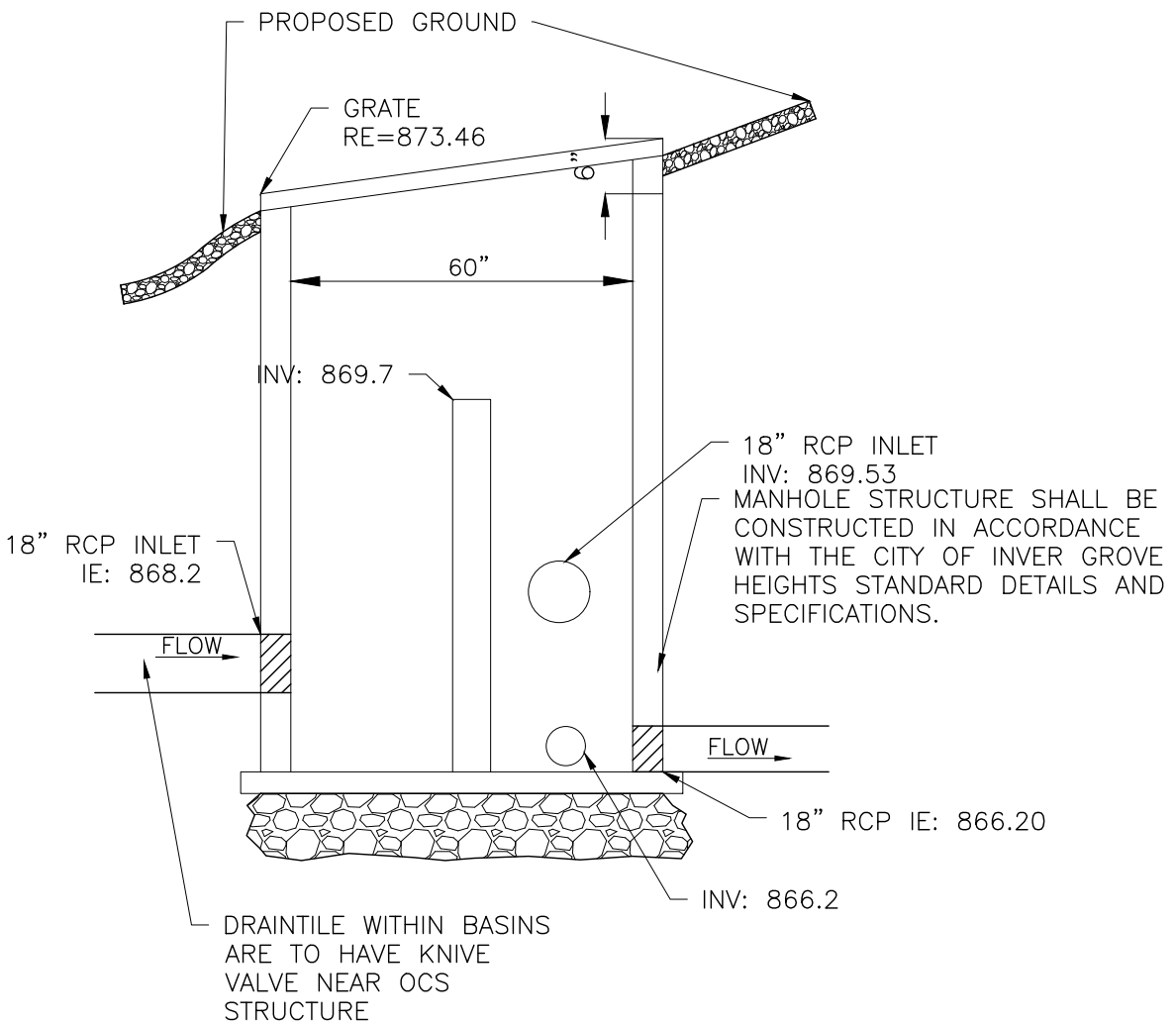
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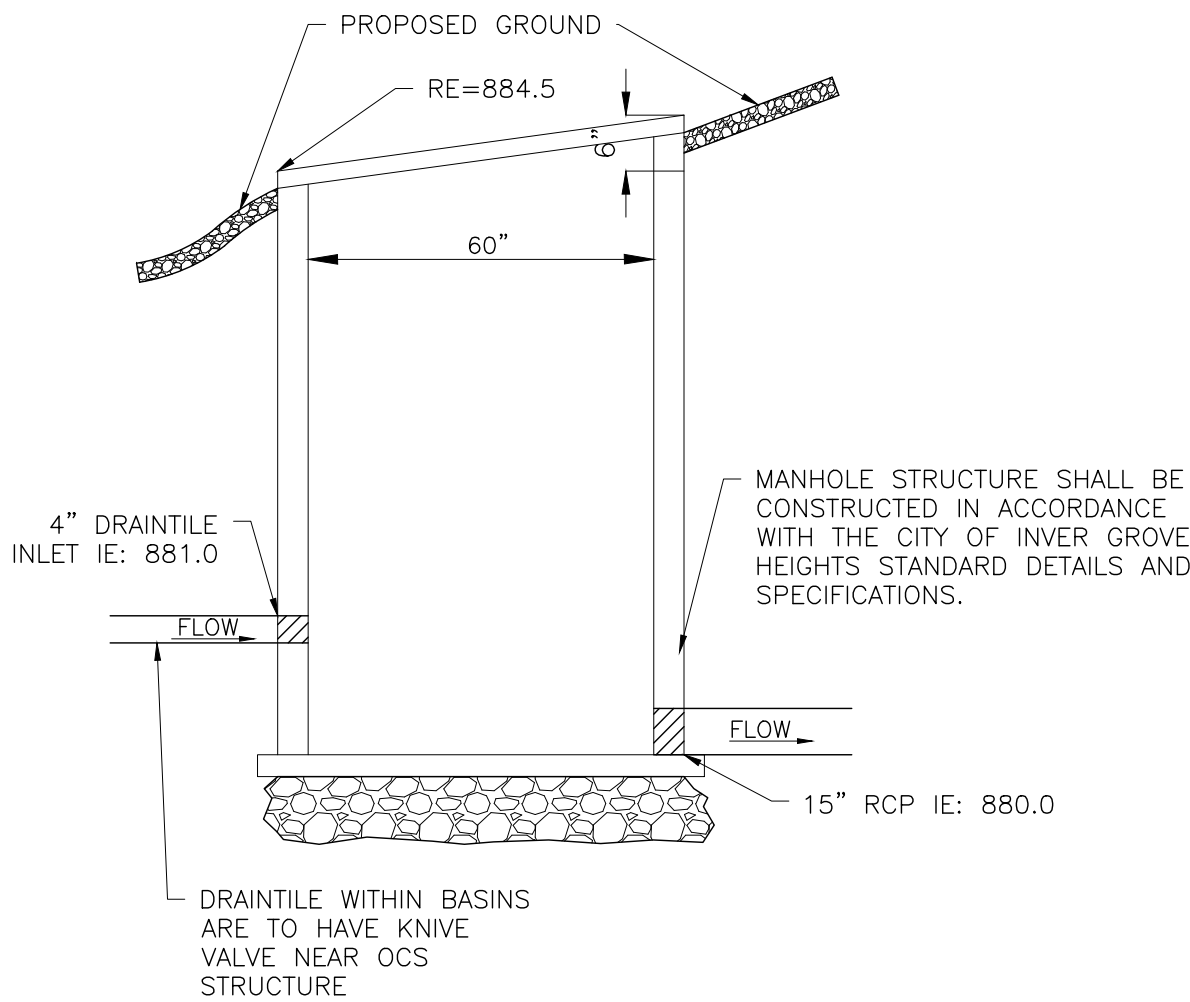
OCS 1801

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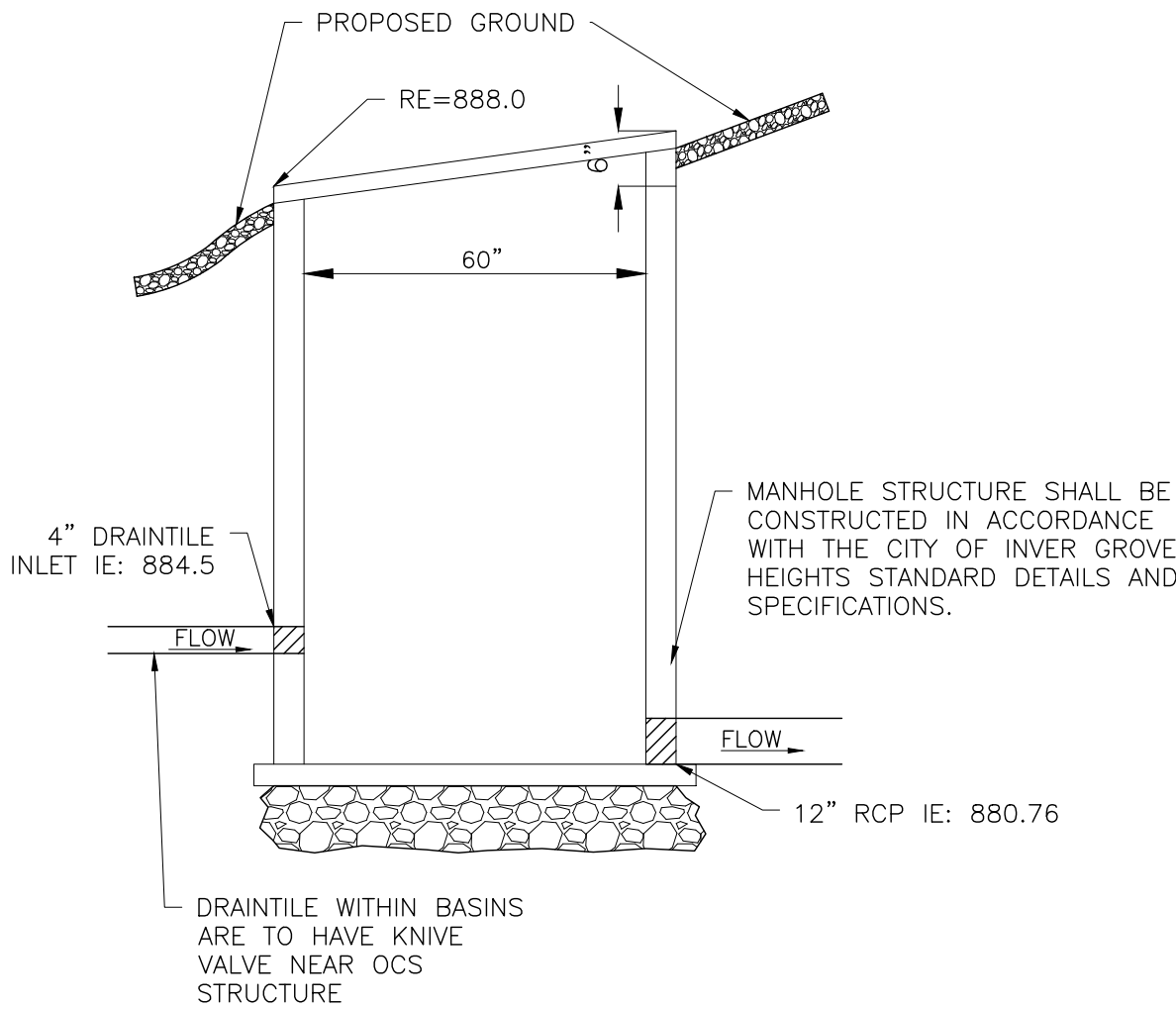
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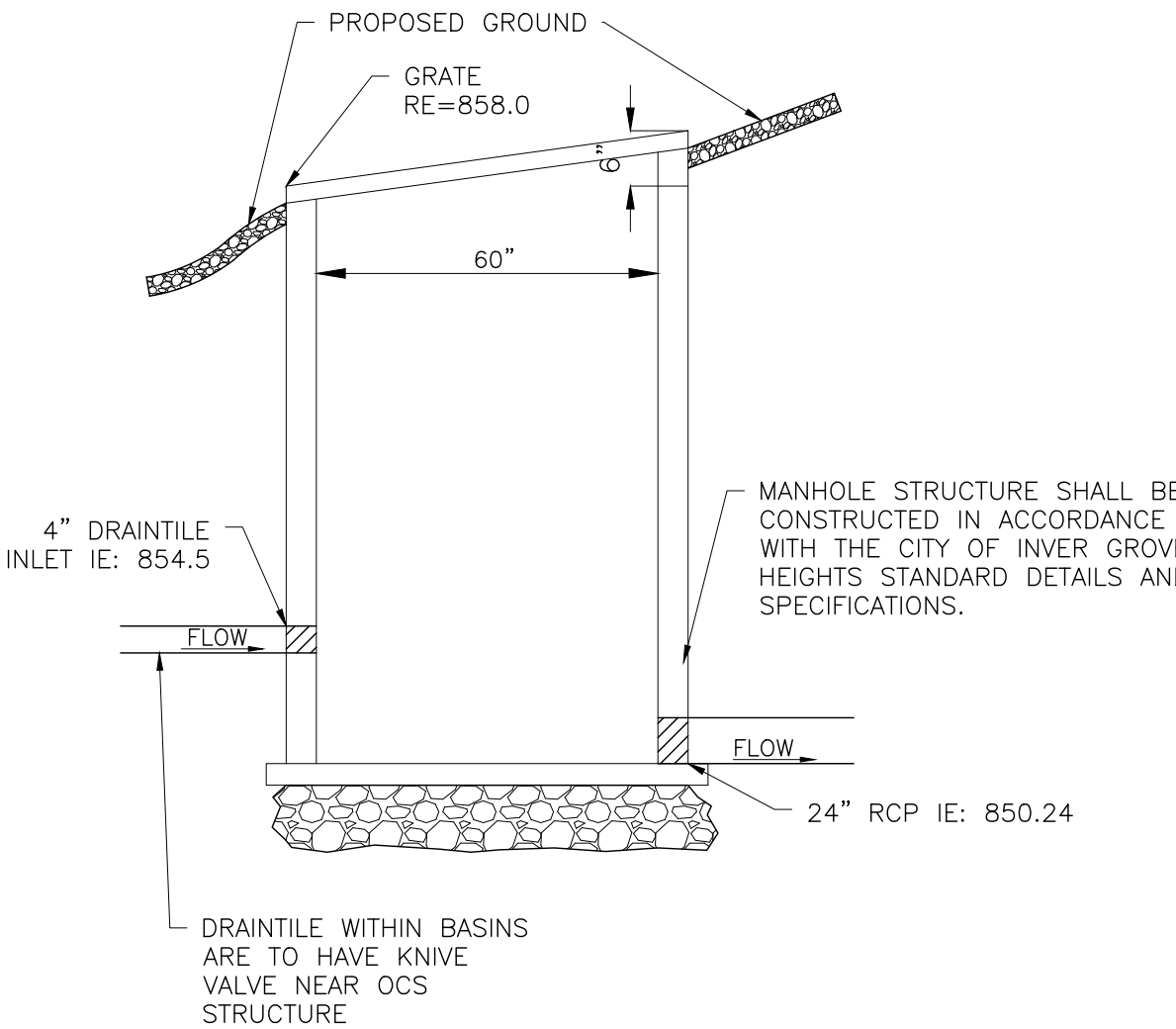
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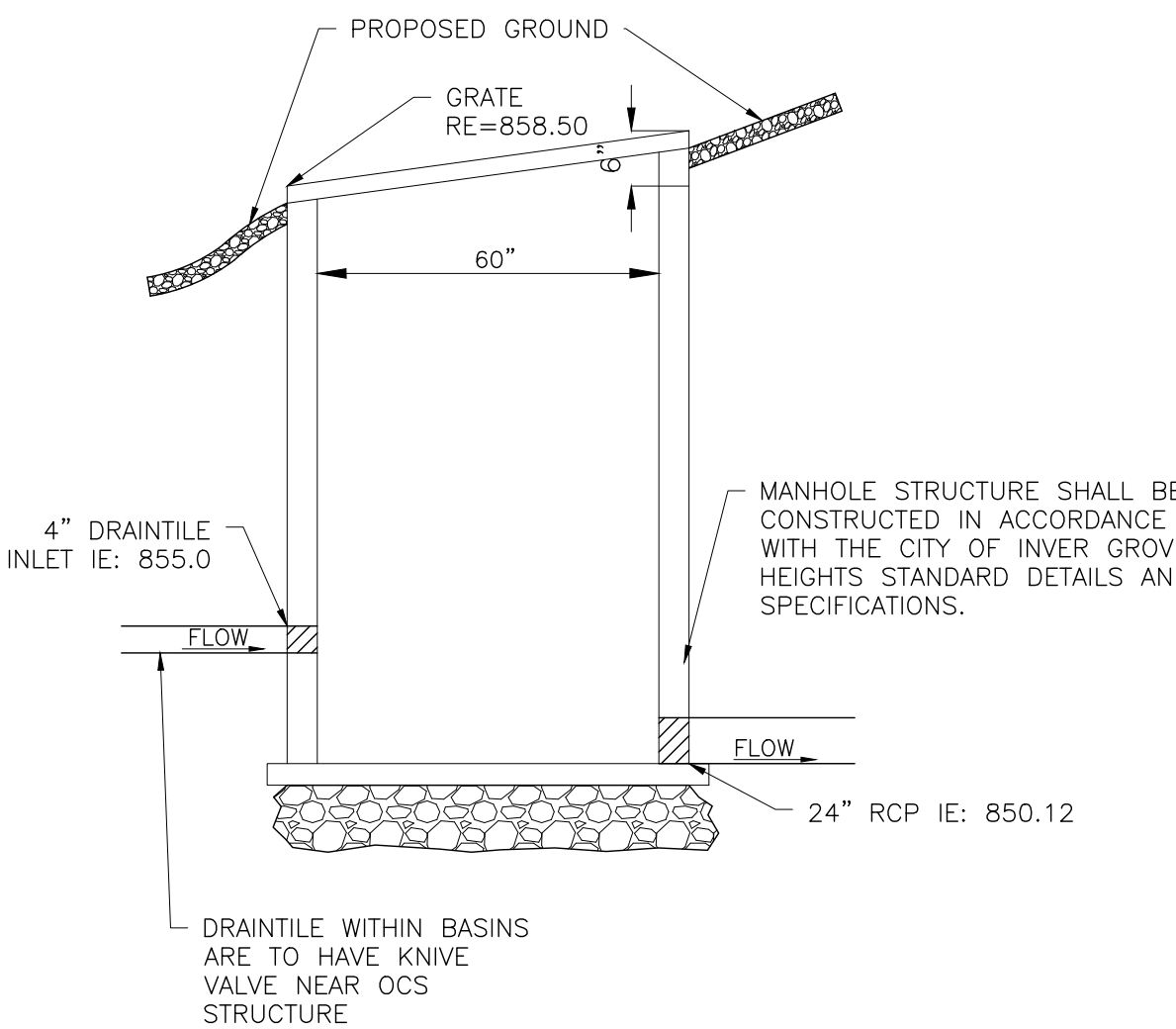
OCS 901

NOT TO SCALE



OCS 1001

NOT TO SCALE



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

OUTLET CONTROL STRUCTURE DETAILS

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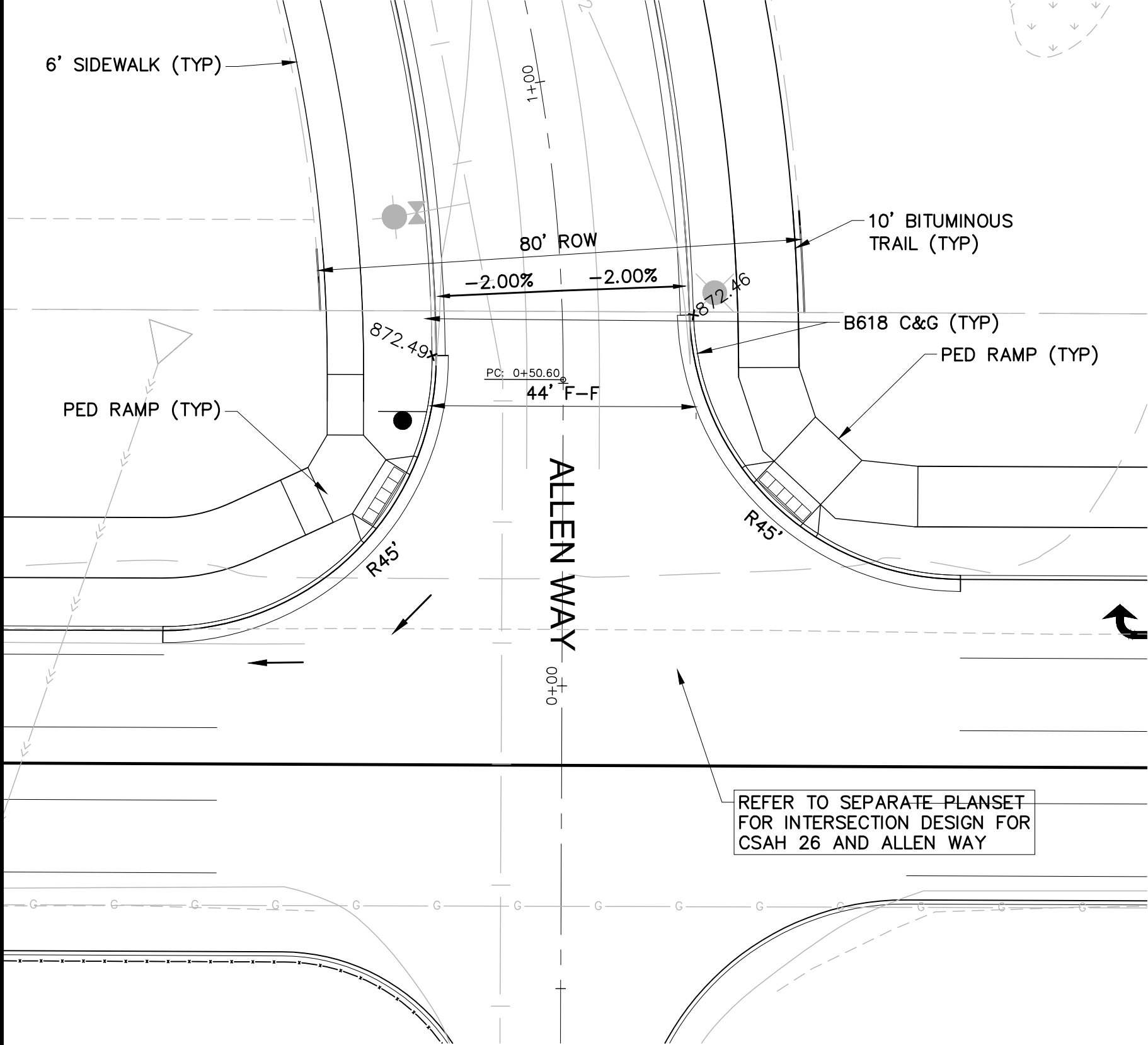
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

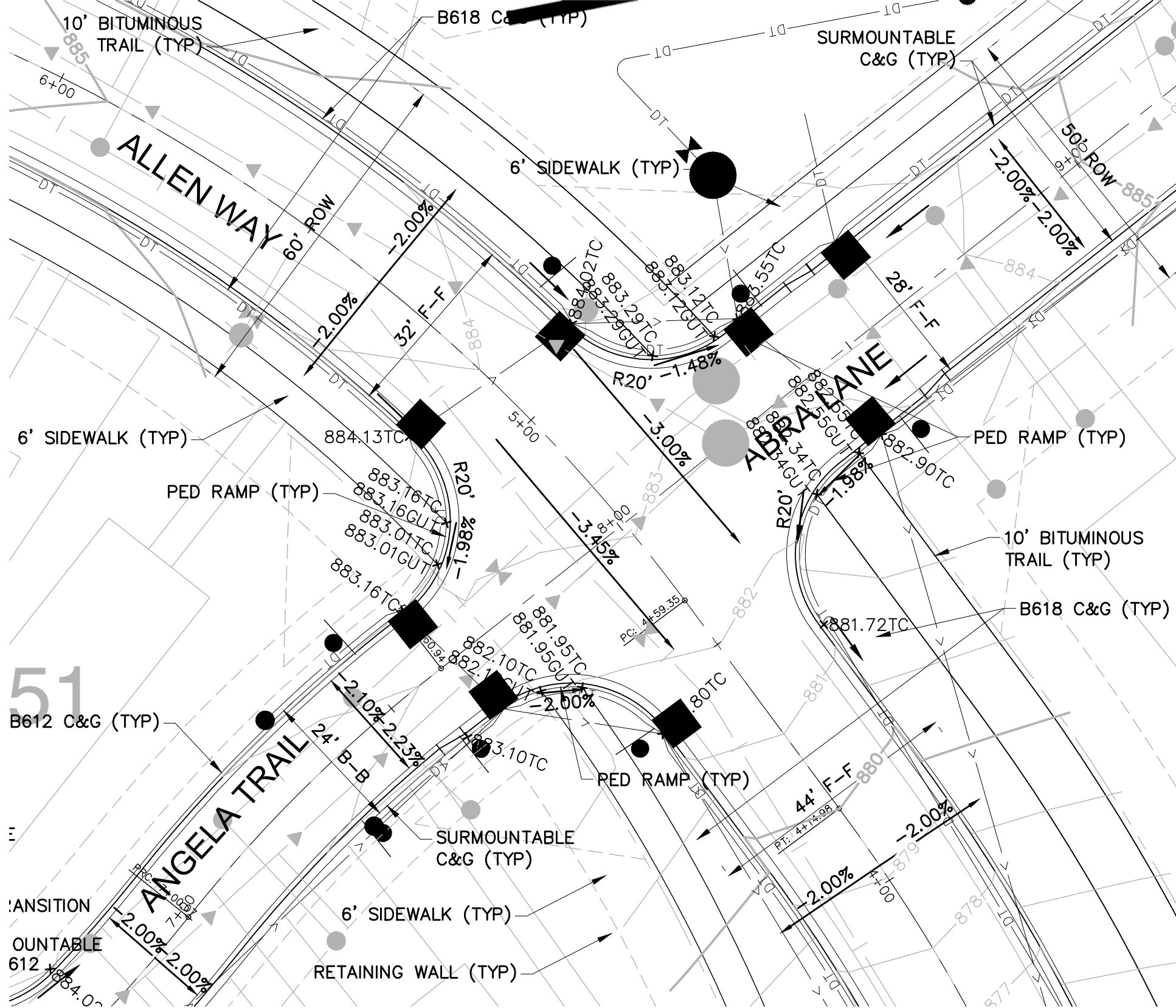
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan_sheets\construction documents\200092spt.dwg, Feb. 26, 2021 12:47pm

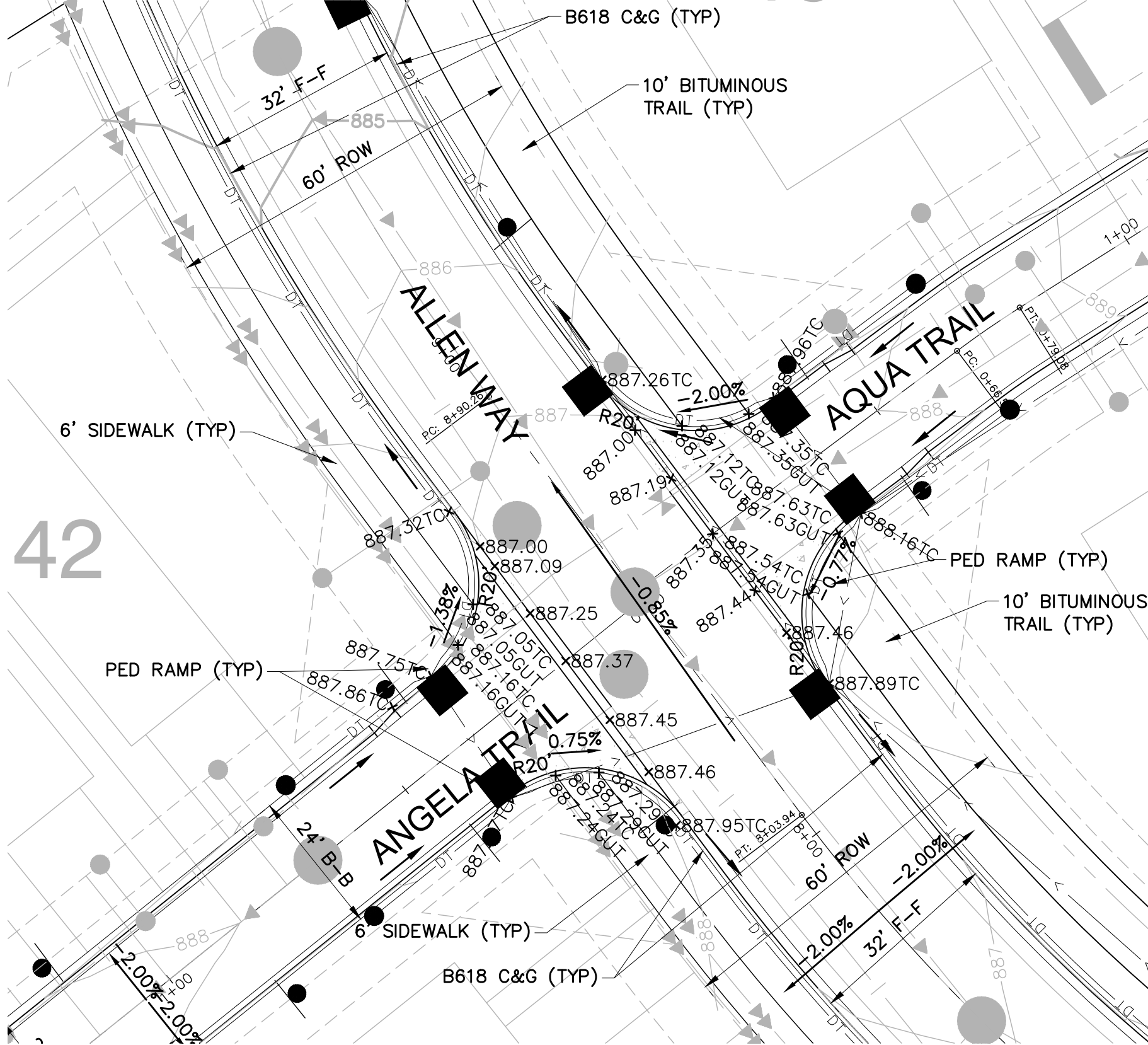
ALLEN WAY - 70TH STREET EAST



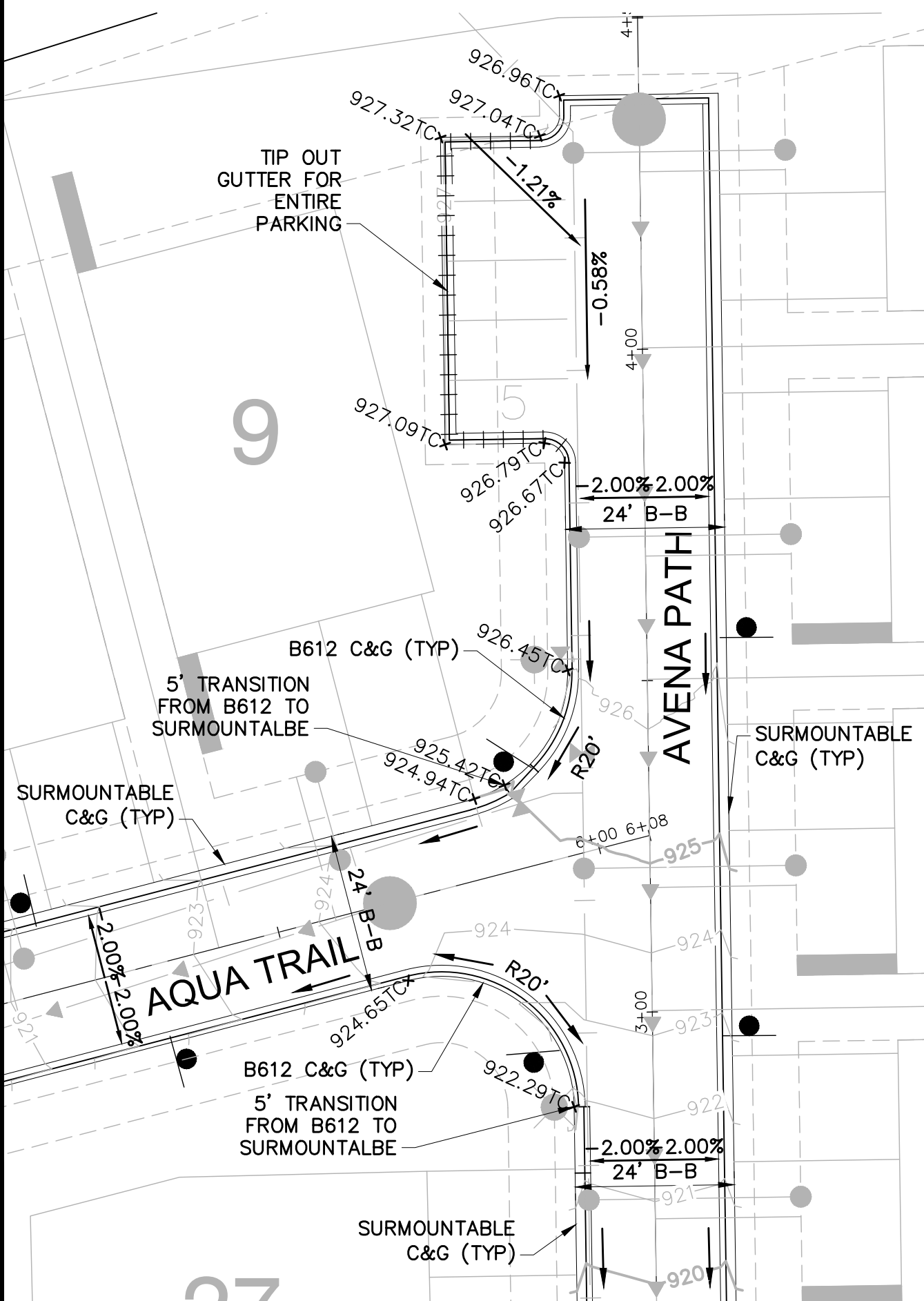
ALLEN WAY - ABRA TRAIL - ANGELA TRAIL



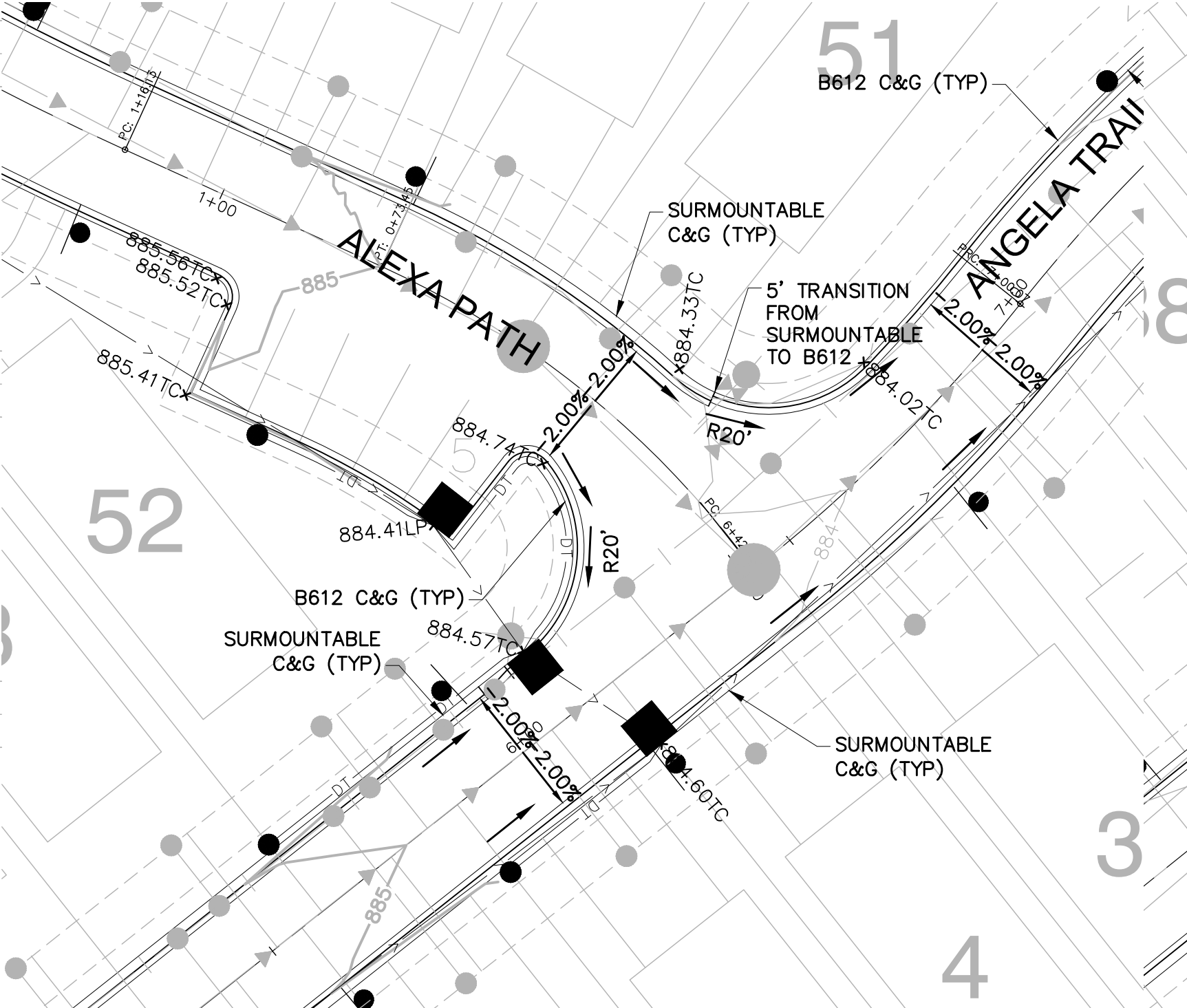
ALLEN WAY - ANGELA TRAIL - AQUA TRAIL



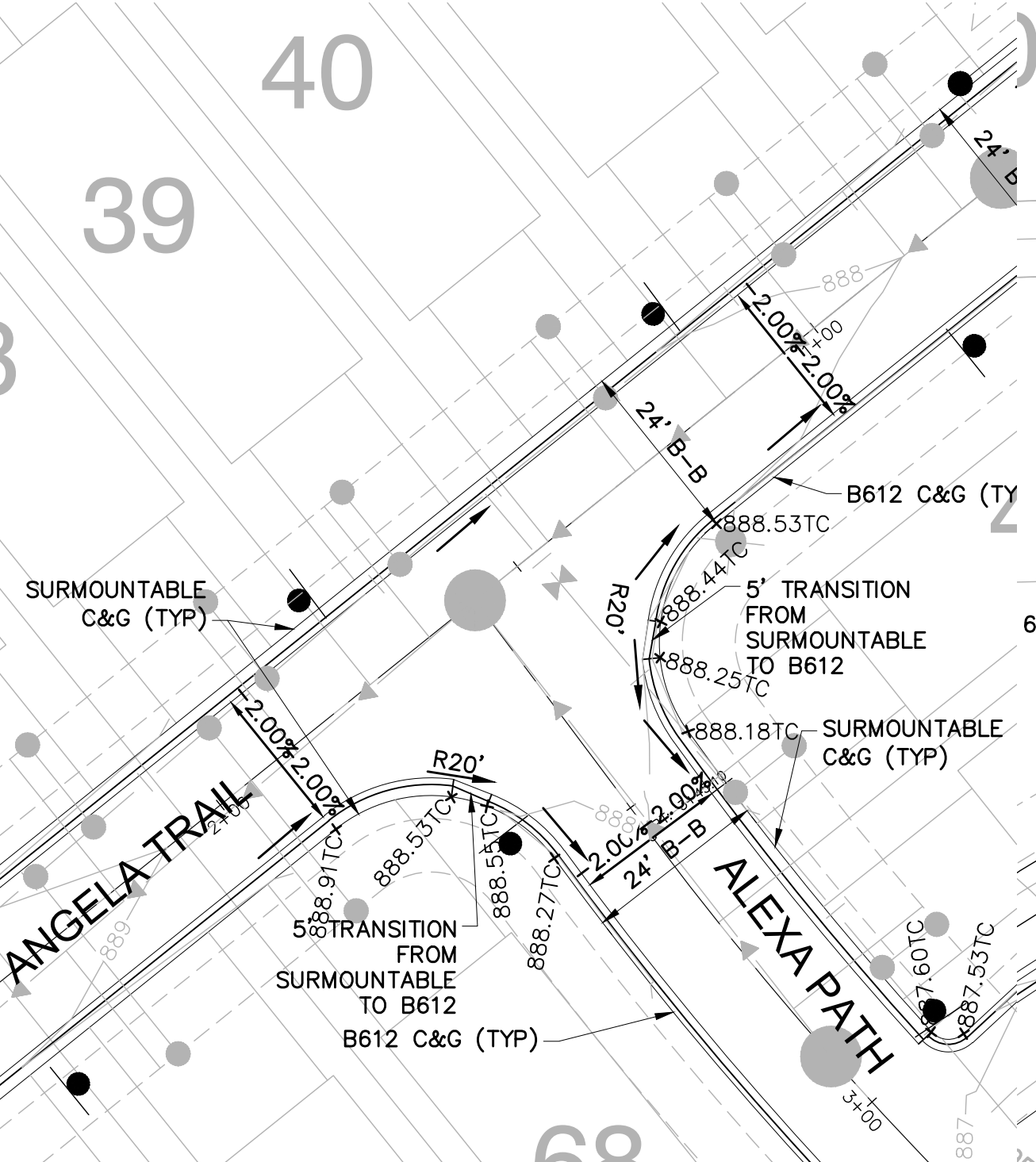
AQUA TRAIL - AVENA PATH



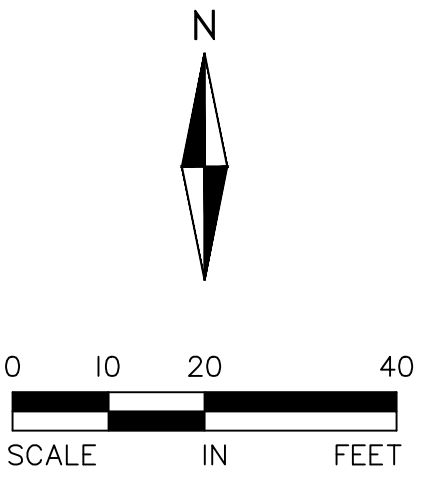
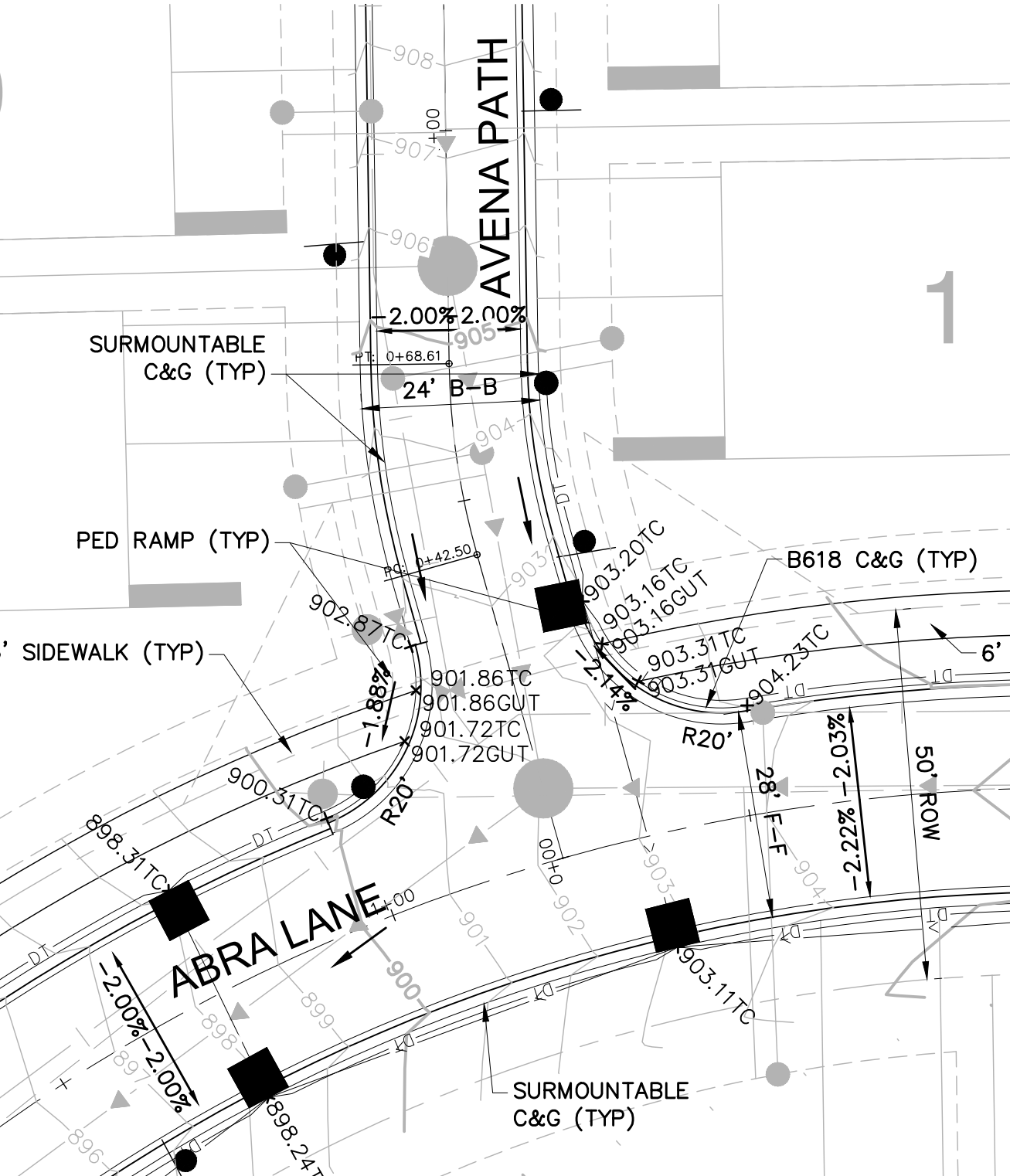
ALEXA PATH - ANGELA TRAIL



ANGELA TRAIL - ALEXA PATH



AVENA PATH - ABRA LANE



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CONSTRUCTION DOCUMENTS
STREET INTERSECTION DETAILS

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MARK RAUSCH, PE
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DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

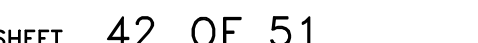
PROJECT TEAM DATA

DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

41
SHEET 41 OF 51

[illegible][illegible]

The site plan for Block 3 shows a residential development with a central road labeled 'ANGELA TRAIL'. The plan includes lot numbers 52, 53, 54, 55, 56, 57, and 58. A parking area is located along Angela Trail, with several stalls marked by black dots. A scale bar at the top left indicates 0, 10, 20, and 40 feet. A north arrow is located at the top center. The plan also shows various utility lines and easements, including a 'SUR' (surface) easement on the right. The text 'BLOCK 3' is prominently displayed across the center of the plan.



Drawing name: X:\2020\200092\plan sheets\construction documents\200092spot.dwg 2021 - 12:48pm Feb 26

Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092\land.dwg, Feb. 26, 2021 12:50pm



LEGEND:

- PROPOSED DECIDUOUS OVERSTORY TREE
- PROPOSED COMPACT TREE
- PROPOSED CONIFEROUS TREE
- INFILTRATION SEED & PLUG MIX:
SEED MIX - MN SEED MIX 33-262
DRYSWALE/POND
(SEE SEEDING NOTES)
PLUG MIX - SEE PLANTING SCHEDULE
- SIDE SLOPE MIX
(SEE SEEDING NOTES)



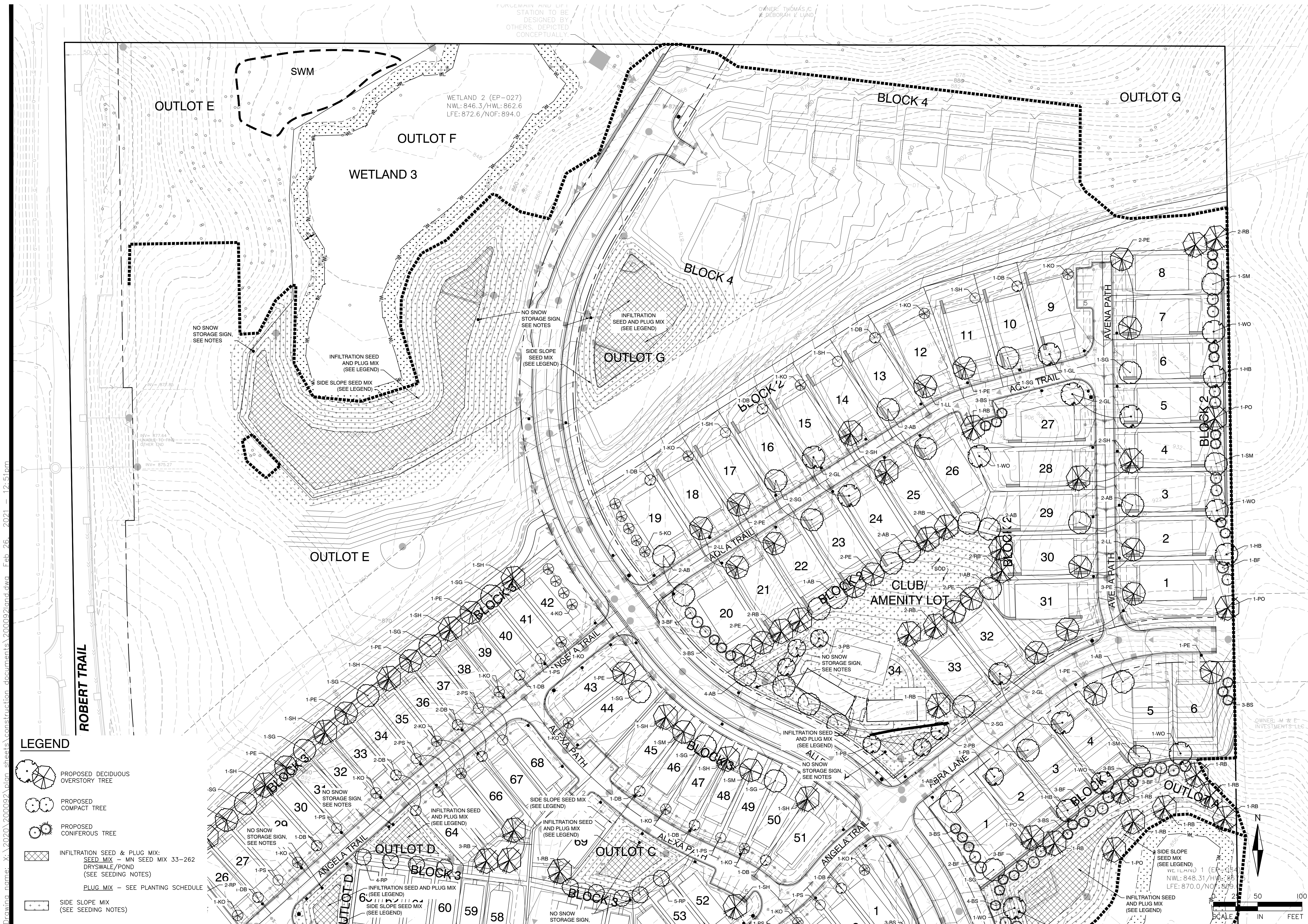
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INVER GROVE HEIGHTS, MINNESOTA
CONSTRUCTION DOCUMENTS
LANDSCAPE PLAN

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MARK RAUSCH, PE	
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BY	DATE
DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS
PROJECT TEAM DATA	
DESIGNED:	MK
DRAWN:	CKS
PROJECT NO:	220-0092

LANDSCAPE PLAN

PROJECT TEAM DATA	
DESIGNED:	MK
DRAWN:	CKS
PROJECT NO:	220-0092



Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092land.dwg, Feb 26, 2021 12:53pm



LEGEND

- PROPOSED DECIDUOUS OVERSTORY TREE
- PROPOSED COMPACT TREE
- PROPOSED CONIFEROUS TREE
- INFILTRATION SEED & PLUG MIX: SEED MIX - MN SEED MIX 33-262 DRYSWALE/POND (SEE SEEDING NOTES)
- PLUG MIX - SEE PLANTING SCHEDULE
- SIDE SLOPE MIX (SEE SEEDING NOTES)

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CONSTRUCTION DOCUMENTS

LANDSCAPE PLAN

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DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA	
DESIGNED:	MK
DRAWN:	CKS
PROJECT NO:	220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092land.dwg, Feb. 26, 2021 12:53pm

LANDSCAPE SCHEDULE

PHASE 1	FUTURE	TOTAL	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES	INCHES OF MITIGATION
OVERSTORY TREES							880.5
19	1	20	AB	Autumn Blaze Red Maple / Acer x freemanii 'Jeffersred'	3" Cal. B&B	Straight Trunk, No V-Crotch.	60
25	7	32	DB	Dakota Pinnacle Birch / Betula platyphylla 'Fargo'	3" Cal. B&B	Straight Trunk, No V-Crotch.	96
7	3	10	GL	Greenspire Linden / Tilia cordata 'Greenspire'	3" Cal. B&B	Straight Trunk, No V-Crotch.	30
10	2	12	HB	Common Hackberry / Celtis occidentalis	3" Cal. B&B	Straight Trunk, No V-Crotch.	36
31		31	KO	Kindred Spirit Oak / Quercus x warei 'Nadler'	3" Cal. B&B	Straight Trunk, No V-Crotch.	93
5	1	6	LL	Littleleaf Linden /Tilia cordata	3" Cal. B&B	Straight Trunk, No V-Crotch.	18
27	2	29	PE	Patriot Elm / Ulmus patriot	3" Cal. B&B	Straight Trunk, No V-Crotch.	87
15	4	19	PO	Pin Oak / Quercus alba	3" Cal. B&B	Straight Trunk, No V-Crotch.	57
25	2	27	PS	Prairie Sentinel Hackberry / Celtis JFS-KSU1	2.5" Cal. B&B	Straight Trunk, No V-Crotch.	67.5
40	18	58	RB	River Birch / Betula nigra	2.5" Cal. B&B	Straight Trunk, No V-Crotch.	145
16	2	18	SG	Sienna Glen Maple / Acer x freemanii 'Sienna'	2.5" Cal. B&B	Straight Trunk, No V-Crotch.	45
14	3	17	SH	Skyline Honeylocust / Gleditsia tricanthos var. inermis 'Skycole'	3" Cal. B&B	Straight Trunk, No V-Crotch.	51
14	6	20	SM	Sugar Maple / Acer saccharum 'Bailsta'	2.5" Cal. B&B	Straight Trunk, No V-Crotch.	50
15	3	18	WO	Swamp White Oak / Quercus bicolor	2.5" Cal. B&B	Straight Trunk, No V-Crotch.	45
CONIFERS							945.6
90	47	137	BF	Balsam Fir / Abies balsamea	6' ht. B&B	Full Form	411.0
92	58	150	BS	Blackhills Spruce / Picea glauca densata	8' ht. B&B	Full Form	495.0
12		12	RP	Red Pine / Pinus resinosa	8' ht. B&B	Full Form	39.6
457	159	616	Total Trees Proposed			Total Mitigation Inches	1826.1
NATIVE PLUG MIXES							
				PLUG MIX SHALL CONTAIN A DIVERSITY OF SPECIES (10 MINIMUM) OF GRASSES, SEDGES AND FORBES. A MINIMUM OF 50% OF TOTAL PLUGS SHALL BE GRASSES. ACCEPTABLE SPECIES INCLUDE: GRASSES SWITCHGRASS Panicum virgatum RICE-CUT GRASS Leersia oryzoides PRAIRIE BROME Bromus kalmii FOWL BLUEGRASS Poa palustris VIRGINIA WILD RYE Elymus virginicus FORBS GOLDEN ALEXANDERS Zizia aurea NEW ENGLAND ASTER Symphyotrichum novae-angliae BEEBALM Monarda fistulosa MOUNTAIN MINT Pycnanthemum virginianum GRASS LEAVED GOLDENROD Solidago graminifolia SNEEZEWEED Helenium autumnale GREEN-HEADED CONEFLOWER Rudbeckia laciniata CANADA ANEMONE Anemone canadensis SEDGES FOX SEDGE Carex vulpinoidea BOTTLE BRUSH SEDGE Carex comosa PORCUPINE SEDGE Carex hystericina TUSSOCK SEDGE Carex stricta	PLUG	PLANT PLUGS 48" O.C. INTO SEEDING AND EROSION CONTROL BLANKETS. INFILTRATION BASIN SEEDING/PLANTING SHALL BE IN THE FOLLOWING SEQUENCE: 1. BASE SEEDING 2. EROSION CONTROL BLANKET 3. NATIVE PLUGING INTO BLANKET	
Notes: - Quantities on plan supercede list quantities in event of discrepancy - Height to DBH equivalency used 6'=2.5"							

LANDSCAPE NOTES

- CONTRACTOR IS RESPONSIBLE FOR CALLING GOPHER STATE ONE CALL AT 811 OR 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
- INSTALL 4" MIN. TOP SOIL TO ALL SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL 12" PLANTING SOIL TO ALL PERENNIAL & ANNUAL AREAS.
- STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
- WHERE SHREDDED HARDWOOD MULCH IS SPECIFIED, BED MULCH WITH 4" DEPTH OF DARK BROWN SHREDDED HARDWOOD MULCH OVER FILTER FABRIC.
- POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL.
- INSTALL 4-6" DEPTH DARK BROWN SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS.
- PLANTING SOIL SHALL BE 1:1:1 CONSISTING OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND.
- COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
- MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
- COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
- STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
- SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
- SUPPLY DESIGN AND INSTALLATION OF AN IRRIGATION SYSTEM TO PROVIDE COVERAGE OF SOD AND PLANTING AREAS. SOD AND SHRUB AREAS TO BE ON SEPARATE ZONES. PROVIDE RAIN SENSOR. USE RAINBIRD OR APPROVED EQUAL COORDINATE WITH G.C.
- GENERAL & LANDSCAPE CONTRACTOR SHALL FOLLOW THE COUNTY/STATE SOIL & EROSION CONTROL SPECIFICATIONS FOR DISTURBED AREA STABILIZATION.
- FIRE HYDRANTS MUST HAVE 5' MINIMUM CLEARANCE. INSTALL PLANT MATERIAL SUCH THAT IT WILL PROVIDE A 5' CLEARANCE AROUND THE FIRE HYDRANT AT MATURITY.
- SIGNS AROUND INFILTRATION POND TO READ, "NOTICE: NO SNOW STORAGE WITHIN INFILTRATION BASIN"

LANDSCAPE REQUIREMENTS

REQUIRED MITIGATION: 1,826 CALIPER INCHES
PROVIDED MITIGATION: 1,826.1 CALIPER INCHES

SEEDING NOTES:

INFILTRATION AREA SEED MIX: MN STATE SEED MIX 33-262 (DRY SWALE/POND). SEEDING RATE TO BE 44 LBS/ACRE (PURE LIVE SEED).

SIDE SLOPE SEED MIX: MN STATE SEED MIX 35-221 (DRY PRAIRIE GENERAL) SEEDING RATE TO BE 36.5 LBS/ACRE (PURE LIVE SEED).

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH Mn/DOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 15 - JULY 20 OR SEPTEMBER 20 - FREEZE UP.
IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.

MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEEDED, REFERTILIZED AND REMULCHED WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRAIDING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

LOW FLOW INLET TO INFILTRATION BASIN SHALL BE PLUGGED DURING CONSTRUCTION AND DURING FIRST FULL GROWING SEASON TO ESTABLISH VEGETATION.

REFER TO MN STATE SEED MIX MANUAL.



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

LANDSCAPE SCHEDULE AND NOTES

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MARK KRONBECK, PLA, ASLA

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DATE	ISSUE
2-25-2021	CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MK
DRAWN: CKS
PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092tree.dwg, Feb. 26, 2021, 12:54pm



TREE PRESERVATION NOTES:

- BEFORE ANY CONSTRUCTION OR GRADING OF DEVELOPMENT PROJECT IS TO OCCUR, A TREE PROTECTION FENCE (AT LEAST 4 FEET IN HEIGHT AND STAKED WITH POSTS NO LESS THAN EVERY 5 FEET) SHALL BE INSTALLED AROUND THE DRIP LINE OF WOODED AREAS, THE DRIP LINES OF SIGNIFICANT TREES TO BE PRESERVED. SIGNS SHALL BE PLACED ALONG THIS FENCE LINE IDENTIFYING THE AREA AS A TREE PROTECTION AREA AND PROHIBITING GRADING BEYOND THE FENCE LINE. THIS FENCE MUST REMAIN IN PLACE UNTIL ALL GRADING AND CONSTRUCTION ACTIVITY IS TERMINATED.
- NO EQUIPMENT, CONSTRUCTION MATERIALS OR SOIL MAY BE STORED WITHIN THE TREE PROTECTION LIMITS.
- NO ENCROACHMENT, LAND DISTURBANCE, GRADE CHANGE, TRENCHING, FILLING, COMPACTION OF CHANGE IN SOIL CHEMISTRY SHALL OCCUR WITHIN FENCED AREAS PROTECTING SIGNIFICANT TREES.
- CONTRACTOR TO PREVENT THE CHANGE IN SOIL CHEMISTRY DUE TO CONCRETE WASHOUT AND LEAKAGE OR SPILLAGE OF TOXIC MATERIALS, SUCH AS FUELS OR PAINTS.
- DRAINAGE PATTERNS ON THE SITE SHALL NOT CHANGE CONSIDERABLY CAUSING DRASTIC ENVIRONMENTAL CHANGES IN THE SOIL MOISTURE CONTENT WHERE TREES ARE INTENDED TO BE PRESERVED.
- DEAD, DISEASED OR DYING TREES WERE NOT INCLUDED AS PART OF THE TREE PRESERVATION DATA.
- NO SIGNIFICANT TREES SHALL BE REMOVED UNTIL THIS TREE PRESERVATION PLAN IS APPROVED BY THE CITY OF INVER GROVE HEIGHTS.

TREE PRESERVATION DATA

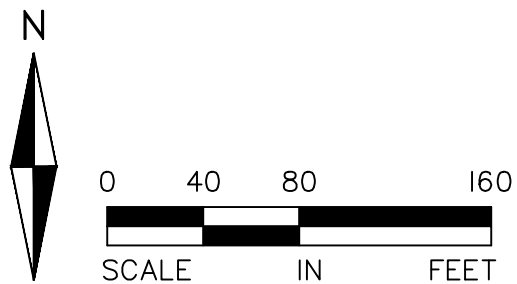
TREE PRESERVATION CALCULATIONS			
Total Healthy Cal. In.	9,667		
Allowable Removal (40%)	3,867		
Total Cal. In. Removed	7,129		
Class A	2,576		
Class B	3,935		
Class C	618		
Allowed Removal (40%)	3,867		
Class C	590		
Class B	3,277		
Cal. In. Requiring Replacement	2,993		
Class B	658		
Class A	2,335		
Mitigation Required	1,826		
Class B	658		
Class A	1,168	(2,335*.5)	

NOTES:
SEE LANDSCAPE PLAN FOR LOCATION OF TREE REPLACEMENT

LEGEND

- 1776 EXISTING TREE TO REMAIN
- ✕ 1776 EXISTING TREE TO BE REMOVED
- TREE PROTECTION LIMITS

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



ALLIANT

733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

TREE PRESERVATION PLAN

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

Date License No.

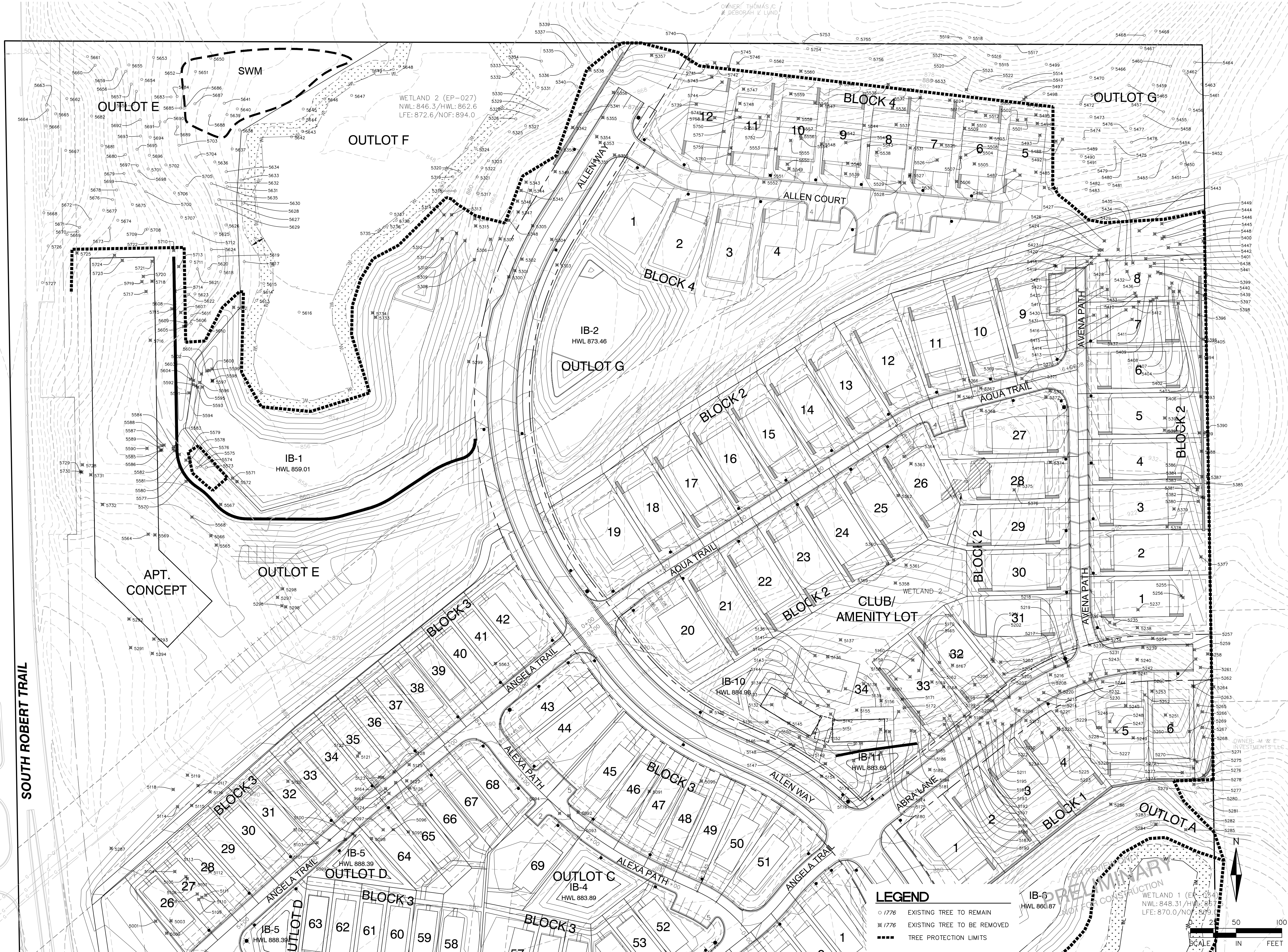
QUALITY ASSURANCE/CONTROL

BY DATE
DATE ISSUE
2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: JG
PROJECT NO: 220-0092

Drawing name: X:\2020\200092\plan sheets\construction documents\200092tree.dwg, Feb 26, 2021 - 12:54pm

SOUTH ROBERT TRAIL



ALLIANT

733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

TREE PRESERVATION PLAN - VIEW A

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

MARK KRONBECK, PLA, ALSA

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MK

DRAWN: JG

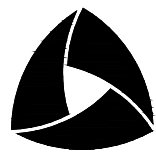
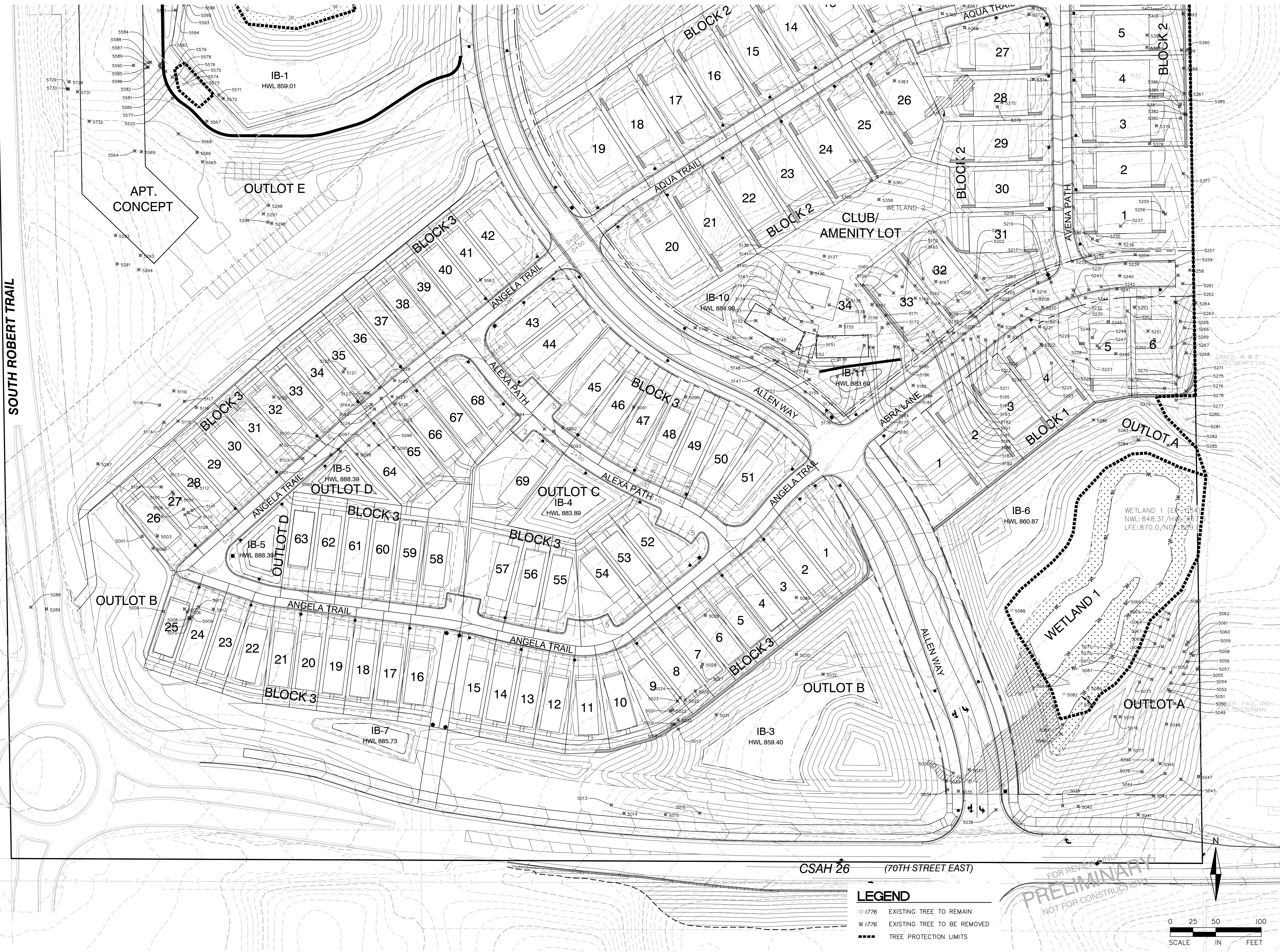
PROJECT NO: 220-0092

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SHEET 48 OF 51

Drawing name: X:\2020\2000092\plan_sheets\construction_documents\2000092tree.dwg, Feb 26, 2021 12:54pm

SOUTH ROBERT TRAIL



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

CONSTRUCTION DOCUMENTS

TREE PRESERVATION - VIEW B

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

MARK KRONBECK, PLA, ALSA

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

2-25-2021 CONSTRUCTION DOCUMENTS

PROJECT TEAM DATA

DESIGNED: MK

DRAWN: JG

PROJECT NO: 220-0092

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SHEET 49 OF 51

Drawing name: X:\2020\200092\plan_sheets\construction_documents\200092tree.dwg, Feb 26, 2021 - 12:54pm

TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5001	16	Eastern Red Cedar		REMOVE	CLASS B
5002	14	Siberian Elm		REMOVE	CLASS A
5003	16	Siberian Elm		REMOVE	CLASS A
5004	19	Aspen		REMOVE	CLASS A
5010	14	Colorado Spruce		REMOVE	CLASS B
5011	19	Colorado Spruce		REMOVE	CLASS B
5013	13	American Elm		REMOVE	OFFSITE
5014	16	Black Cherry		REMOVE	OFFSITE
5015	10	Aspen		REMOVE	OFFSITE
5016	8	American Elm		REMOVE	OFFSITE
5017	9	Aspen		REMOVE	CLASS A
5018	16	Aspen		REMOVE	CLASS A
5019	11	Aspen		REMOVE	CLASS A
5020	8	Aspen		REMOVE	CLASS A
5021	10	Aspen		REMOVE	CLASS A
5022	12	Aspen		REMOVE	CLASS A
5023	9	Aspen		REMOVE	CLASS A
5024	12	Aspen		REMOVE	CLASS A
5025	9	Aspen		REMOVE	CLASS A
5026	9	Aspen		REMOVE	CLASS A
5027	12	Aspen	X	REMOVE	CLASS A
5028	14	Aspen		REMOVE	CLASS A
5029	22	Aspen		REMOVE	CLASS A
5030	11	Black Cherry	X	REMOVE	CLASS B
5032	18	Aspen		REMOVE	CLASS A
5033	10	Aspen		REMOVE	CLASS A
5034	9	Aspen		REMOVE	CLASS A
5035	16	Aspen		REMOVE	CLASS A
5036	14	Aspen		REMOVE	CLASS A
5037	9	Aspen		REMOVE	CLASS A
5038	8	Siberian Elm		REMOVE	CLASS A
5039	10	Red Oak		REMOVE	CLASS B
5040	9	Aspen		OFFSITE	
5041	8	American Elm		OFFSITE	
5042	14	Red Oak		OFFSITE	
5043	10	American Elm		REMOVE	CLASS A
5044	10	American Elm		REMOVE	CLASS A
5045	18	Black Cherry		REMOVE	CLASS B
5046	16	White Oak		REMOVE	CLASS B
5047	15	Green and White Ash		REMOVE	CLASS B
5048	26	Black Cherry		REMOVE	CLASS B
5049	24	Aspen		REMOVE	CLASS A
5050	9	Aspen		REMOVE	CLASS A
5051	9	Black Cherry		REMOVE	CLASS B
5052	8	Aspen		REMOVE	CLASS A
5053	14	Aspen pd			DAMAGED
5054	9	Aspen		REMOVE	CLASS A
5055	11	Red Oak		REMOVE	CLASS B
5056	9	Aspen		REMOVE	CLASS A
5057	9	Aspen		REMOVE	CLASS A
5058	8	Aspen		REMOVE	CLASS A
5059	15	American Elm		REMOVE	CLASS A
5060	8	Aspen		REMOVE	CLASS A
5061	9	Aspen		REMOVE	CLASS A
5062	10	Aspen		REMOVE	CLASS A
5063	9	Aspen		REMOVE	CLASS A
5064	8	Bur Oak		REMOVE	CLASS B
5065	8	Bur Oak		REMOVE	CLASS B
5066	8	American Elm		REMOVE	CLASS A
5067	8	Aspen		REMOVE	CLASS A
5068	9	Aspen		REMOVE	CLASS A
5069	8	Aspen		REMOVE	CLASS A
5070	8	Aspen		REMOVE	CLASS A
5071	8	Aspen		REMOVE	CLASS A
5072	24	Aspen		REMOVE	CLASS A
5073	12	Black Cherry		REMOVE	CLASS B
5074	13	American Elm		REMOVE	CLASS A
5075	8	Bur Oak		REMOVE	CLASS B
5076	8	Bur Oak		REMOVE	CLASS B
5077	16	Red Oak		REMOVE	CLASS B
5078	14	Red Oak		REMOVE	CLASS B
5080	8	American Elm		REMOVE	CLASS A
5081	8	Aspen		REMOVE	CLASS A
5082	13	Aspen		SAVE	CLASS A
5083	12	Aspen		SAVE	CLASS A
5084	9	American Elm		SAVE	CLASS A
5085	9	Aspen		SAVE	CLASS A
5086	8	Aspen		SAVE	CLASS A
5087	14	Bur Oak		SAVE	CLASS B
5088	22	Black Cherry		SAVE	CLASS B
5090	16	Aspen		REMOVE	CLASS A
5091	17	Siberian Elm		REMOVE	CLASS A
5092	21	Aspen		REMOVE	CLASS A
5093	15	Aspen		REMOVE	CLASS A
5094	12	Aspen		REMOVE	CLASS A
5095	17	Aspen		REMOVE	CLASS A
5096	9	Aspen		REMOVE	CLASS A
5097	12	Aspen		REMOVE	CLASS A
5098	11	American Elm		REMOVE	CLASS A
5099	16	Aspen		REMOVE	CLASS A
5100	14	Aspen		REMOVE	CLASS A
5101	14	Aspen		REMOVE	CLASS A
5102	15	Aspen		REMOVE	CLASS A
5103	18	Aspen		REMOVE	CLASS A
5104	9	Black Locust		REMOVE	CLASS B

TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5105	9	Black Locust		REMOVE	CLASS B
5106	8	Black Locust		REMOVE	CLASS B
5107	8	Black Locust		REMOVE	CLASS B
5108	9	Black Locust		REMOVE	CLASS B
5109	9	Black Locust		REMOVE	CLASS B
5110	11	Black Locust	X	REMOVE	CLASS B
5111	11	Black Locust		REMOVE	CLASS B
5112	11	Black Locust		REMOVE	CLASS B
5113	13	Black Locust		REMOVE	CLASS B
5114	12	Aspen		REMOVE	CLASS A
5115	12	Aspen		REMOVE	CLASS A
5116	18	Aspen		REMOVE	CLASS A
5117	10	Aspen		REMOVE	CLASS A
5118	15	American Elm		REMOVE	CLASS A
5119	15	Aspen		REMOVE	CLASS A
5120	16	Green and White Ash		REMOVE	CLASS B
5121	18	Aspen		REMOVE	CLASS A
5122	10	Bur Oak	X	REMOVE	CLASS B
5123	8	Aspen		REMOVE	CLASS A
5124	8	Aspen		REMOVE	CLASS A
5125	8	Aspen		REMOVE	CLASS A
5126	8	Aspen		REMOVE	CLASS A
5127	9	Aspen		REMOVE	CLASS A
5128	9	Aspen		REMOVE	CLASS A
5129	8	Aspen		REMOVE	CLASS A
5130	19	Aspen		REMOVE	CLASS A
5131	11	Red Oak		REMOVE	CLASS B
5132	10	Red Oak		REMOVE	CLASS B
5133	9	Red Oak		REMOVE	CLASS B
5134	34	Red Oak		REMOVE	CLASS C
5136	14	Red Oak		REMOVE	CLASS B
5137	8	Red Oak	X	REMOVE	CLASS B
5138	22	White Oak		REMOVE	CLASS B
5139	9	Red Oak		REMOVE	CLASS B
5140	13	Red Oak		REMOVE	CLASS B
5141	22	White Oak		REMOVE	CLASS B
5142	18	Red Oak		REMOVE	CLASS B
5143	25	Red Oak		REMOVE	CLASS B
5144	8	Red Oak		REMOVE	CLASS B
5145	11	Red Oak		REMOVE	CLASS B
5146	10	Red Oak		REMOVE	CLASS B
5147	15	Red Oak		REMOVE	CLASS B
5148	10	White Oak		REMOVE	CLASS B
5149	8	Red Oak		REMOVE	CLASS B
5150	10	Red Oak		REMOVE	CLASS B
5151	18	White Oak		REMOVE	CLASS B
5152	11	White Oak		REMOVE	CLASS B
5153	15	Red Oak		REMOVE	CLASS B
5154	19	Red Oak		REMOVE	CLASS B
5155	26	Red Oak		REMOVE	CLASS B
5156	14	White Oak bd		REMOVE	DAMAGED
5157	16	White Oak pd		REMOVE	DAMAGED
5158	33	White Oak		REMOVE	CLASS C
5159	17	White Oak		REMOVE	CLASS B
5160	21	Red Oak		REMOVE	CLASS B
5161	12	Red Oak		REMOVE	CLASS B
5162	19	Red Oak	X	REMOVE	CLASS B
5163	8	Aspen		REMOVE	CLASS A
5164	8	Aspen		REMOVE	CLASS A
5165	19	Red Oak		REMOVE	CLASS B
5166	26	White Oak		REMOVE	CLASS B
5167	12	White Oak	X	REMOVE	CLASS B
5168	15	Red Oak		REMOVE	CLASS B
5169	11	White Oak pd		REMOVE	DAMAGED
5170	13	White Oak		REMOVE	CLASS B
5171	12	White Oak		REMOVE	CLASS B
5172	16	Red Oak		REMOVE	CLASS B
5173	20	Red Oak		REMOVE	CLASS B
5174	9	White Oak	X	REMOVE	CLASS B
5175	16	White Oak		REMOVE	CLASS B
5176	9	Red Oak		REMOVE	CLASS B
5177	13	Red Oak		REMOVE	CLASS B
5178	10	White Oak		REMOVE	CLASS B
5179	10	Red Oak		REMOVE	CLASS B
5180	10	Red Oak		REMOVE	CLASS B
5181	11	Red Oak		REMOVE	CLASS B
5182	14	American Elm		REMOVE	CLASS A
5183	18	White Oak		REMOVE	CLASS B
5184	12	White Oak		REMOVE	CLASS B
5185	24	Red Oak	X	REMOVE	CLASS B
5186	11	Red Oak		REMOVE	CLASS B
5187	8	White Oak		REMOVE	CLASS B
5188	18	Red Oak		REMOVE	CLASS B
5189	13	White Oak		REMOVE	CLASS B
5190	12	White Oak		REMOVE	CLASS B
5191	9	Red Oak	X	REMOVE	CLASS B
5192	18	Red Oak		REMOVE	CLASS B
5193	20	Red Oak		REMOVE	CLASS B
5194	32	Red Oak		REMOVE	CLASS C
5195	11	White Oak		REMOVE	CLASS A
5196	8	White Oak bd		REMOVE	DAMAGED
5197	9	White Oak		REMOVE	CLASS B
5198	12	Red Oak		REMOVE	CLASS B
5199	15	Red Oak		REMOVE	CLASS B
5200	17	Red Oak	X	REMOVE	CLASS B

TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5201	16	Red Oak		REMOVE	CLASS B
5202	15	Red Oak		REMOVE	CLASS B
5203	14	Red Oak		REMOVE	CLASS B
5204	13	Red Oak		REMOVE	CLASS B
5205	9	American Elm		REMOVE	CLASS A
5206	22	Red Oak		REMOVE	CLASS B
5207	13	Red Oak		REMOVE	CLASS B
5208	16	White Oak		REMOVE	CLASS B
5209	8	American Elm		REMOVE	CLASS A
5210	17	White Oak		REMOVE	CLASS B
5211	8	Black Cherry		REMOVE	CLASS B
5212	11	Red Oak		REMOVE	CLASS B
5213	15	Red Oak		REMOVE	CLASS B
5214	15	White Oak		REMOVE	CLASS B
5215	16	White Oak		REMOVE	CLASS B
5216	16	White Oak		REMOVE	CLASS B
5217	12	American Elm		REMOVE	CLASS A
5218	32	Red Oak	X	REMOVE	CLASS C
5219	9	American Elm		REMOVE	CLASS A
5220	22	White Oak		REMOVE	CLASS B
5221	9	Black Cherry		REMOVE	CLASS B
5222	9	Red Oak		REMOVE	CLASS B
5223	11	Aspen		REMOVE	CLASS A
5224	12	Aspen		REMOVE	CLASS A
5225	9	Aspen		REMOVE	CLASS A
5226	10	Aspen		REMOVE	CLASS A
5227	8	Aspen		REMOVE	CLASS A
5228	12	Aspen		REMOVE	CLASS A
5229	9	Aspen		REMOVE	CLASS A
5230	20	White Oak		REMOVE	CLASS B
5231	8	White Oak	X	REMOVE	CLASS B
5232	15	Red Oak		REMOVE	CLASS B
5233	24	Red Oak		REMOVE	CLASS B
5234	13	American Elm		REMOVE	CLASS A
5235	14	American Elm		REMOVE	CLASS A
5236	11	American Elm		REMOVE	CLASS A
5237	13	American Elm pd		REMOVE	DAMAGED
5238	13	American Elm		REMOVE	CLASS A
5239	9	American Elm		REMOVE	CLASS A
5240	18	American Elm		REMOVE	CLASS A
5241	11	White Oak		REMOVE	CLASS B
5242	9	American Elm		REMOVE	CLASS A
5243	12	White Oak		REMOVE	CLASS B
5244	26	Red Oak		REMOVE	CLASS B
5245	9	Black Cherry		REMOVE	CLASS B
5246	11	Red Oak		REMOVE	CLASS B
5247	9	Aspen		REMOVE	CLASS A
5248	9	Aspen		REMOVE	CLASS A
5249	9	Red Oak		REMOVE	CLASS B
5250	20	Red Oak		REMOVE	CLASS B
5251	14	White Oak		REMOVE	CLASS B
5252	11	American Elm		REMOVE	CLASS A
5253	33	White Oak		REMOVE	CLASS C
5254	28	Red Oak		REMOVE	CLASS C
5255	10	American Elm		REMOVE	CLASS A
5256	14	American Elm		REMOVE	CLASS A
5257	24	American Elm pd		REMOVE	DAMAGED
5258	18	Red Oak		REMOVE	CLASS B
5259	16	Red Oak pd		REMOVE	DAMAGED
5260	10	White Oak		REMOVE	CLASS B
5261	22	White Oak		REMOVE	CLASS B
5262	12	White Oak		REMOVE	CLASS B
5263	12	White Oak		REMOVE	CLASS B
5264	19	Red Oak			OFFSITE
5265	22	White Oak		REMOVE	CLASS B
5266	13	Red Oak		REMOVE	CLASS B
5267	16	Red Oak		REMOVE	CLASS B
5268	18	White Oak		REMOVE	CLASS B
5269	19	White Oak		REMOVE	CLASS B
5270	13	White Oak		REMOVE	CLASS B
5271	19	White Oak		REMOVE	CLASS B
5272	10	White Oak		REMOVE	CLASS B
5273	14	White Oak		REMOVE	CLASS B
5274	15	White Oak		REMOVE	CLASS B
5275	15	White Oak		REMOVE	CLASS B
5276	16	White Oak		REMOVE	CLASS B
5277	9	White Oak		REMOVE	CLASS B
5278	14	White Oak		REMOVE	CLASS B
5279	14	White Oak		REMOVE	CLASS B
5280	8	American Elm		REMOVE	CLASS A
5281	28	White Oak		REMOVE	CLASS C
5282	9	White Oak		REMOVE	CLASS B
5283	10	Green and White Ash		REMOVE	CLASS B
5284	17	Red Oak		REMOVE	CLASS B
5285	10	White Oak		REMOVE	CLASS B
5286	10	Aspen		REMOVE	CLASS A
5287	14	Siberian Elm		REMOVE	CLASS A
5288	15	Aspen		REMOVE	OFFSITE
5289	13	Aspen		REMOVE	OFFSITE
5295	18	Green and White Ash		REMOVE	CLASS B
5296	9	Green and White Ash		REMOVE	CLASS B
5297	10	Green and White Ash		REMOVE	CLASS B
5298	15	Green and White Ash		REMOVE	CLASS B
5299	13	Green and White Ash		REMOVE	CLASS B
5300	23	White Oak		REMOVE	CLASS B

Drawing name: X:\2020\2000092\plan_sheets\construction_documents\2000092tree.dwg, Feb 26, 2021 — 12:54pm

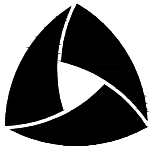
TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5497	10	Basswood		REMOVE	CLASS B
5498	10	Basswood		SAVE	CLASS B
5499	24	American Elm		SAVE	CLASS A
5500	10	Basswood		REMOVE	CLASS B
5501	24	Red Oak		REMOVE	CLASS B
5502	12	Red Oak		REMOVE	CLASS B
5503	11	Red Oak		REMOVE	CLASS B
5504	14	Red Oak		REMOVE	CLASS B
5505	14	Red Oak		REMOVE	CLASS B
5506	17	Red Oak		REMOVE	CLASS B
5507	8	Red Oak		REMOVE	CLASS B
5508	9	Red Oak		REMOVE	CLASS B
5509	23	Red Oak		REMOVE	CLASS B
5510	8	American Elm		REMOVE	CLASS A
5511	10	Basswood		REMOVE	CLASS B
5512	38	Red Oak		REMOVE	CLASS C
5513	25	Red Oak		SAVE	CLASS B
5514	20	White Oak		SAVE	CLASS B
5515	8	Basswood		SAVE	CLASS B
5516	24	White Oak		SAVE	CLASS B
5517	11	Aspen		SAVE	CLASS A
5518	20	White Oak			OFFSITE
5519	32	White Oak			OFFSITE
5520	28	White Oak		SAVE	CLASS C
5521	8	Basswood	X	SAVE	CLASS B
5522	10	Red Oak		SAVE	CLASS B
5523	9	Red Oak		REMOVE	CLASS B
5524	24	Red Oak		REMOVE	CLASS B
5525	30	Red Oak		REMOVE	CLASS C
5526	28	Red Oak	X	REMOVE	CLASS C
5527	18	Red Oak		REMOVE	CLASS B
5528	13	Red Oak		REMOVE	CLASS B
5529	9	Red Oak		REMOVE	CLASS B
5530	8	Red Oak		REMOVE	CLASS B
5531	28	Red Oak		REMOVE	CLASS C
5532	17	Red Oak	X	REMOVE	CLASS B
5533	8	American Elm		SAVE	CLASS A
5534	24	Red Oak		REMOVE	CLASS B
5535	18	Red Oak		REMOVE	CLASS B
5536	20	Red Oak		REMOVE	CLASS B
5537	9	Green and White Ash		REMOVE	CLASS B
5538	11	Red Oak		REMOVE	CLASS B
5539	9	Red Oak		REMOVE	CLASS B
5540	12	Red Oak		REMOVE	CLASS B
5541	25	Red Oak	X	REMOVE	CLASS B
5542	16	Red Oak		REMOVE	CLASS B
5543	16	Red Oak		REMOVE	CLASS B
5544	23	Red Oak		REMOVE	CLASS B
5545	20	White Oak bd		REMOVE	DAMAGED
5546	32	Red Oak		REMOVE	CLASS C
5547	22	Red Oak		REMOVE	CLASS B
5548	39	Red Oak pd		REMOVE	DAMAGED
5549	12	Red Oak		REMOVE	CLASS B
5550	12	Red Oak		REMOVE	CLASS B
5551	14	Red Oak		REMOVE	CLASS B
5552	23	Red Oak		REMOVE	CLASS B
5553	12	Red Oak		REMOVE	CLASS B
5554	11	Red Oak		REMOVE	CLASS B
5555	12	Red Oak		REMOVE	CLASS B
5556	8	Red Oak		REMOVE	CLASS B
5557	10	Red Oak		REMOVE	CLASS B
5558	8	Red Oak		REMOVE	CLASS B
5559	8	Red Oak		REMOVE	CLASS B
5560	10	Paper		REMOVE	CLASS B
5561	20	White Oak		REMOVE	CLASS B
5562	12	Paper		SAVE	CLASS B
5563	38	White Oak		REMOVE	CLASS C
5564	24	American Elm		REMOVE	CLASS A
5565	13	Red Oak		REMOVE	CLASS B
5566	11	Green and White Ash		REMOVE	CLASS B
5567	11	Green and White Ash		REMOVE	CLASS B
5568	11	American Elm bd		REMOVE	DAMAGED
5569	23	Aspen		REMOVE	CLASS A
5570	13	American Elm		REMOVE	CLASS A
5571	20	Aspen		REMOVE	CLASS A
5572	39	Aspen		REMOVE	CLASS A
5573	25	Aspen		REMOVE	CLASS A
5574	20	Aspen		REMOVE	CLASS A
5575	16	Aspen		REMOVE	CLASS A
5576	13	Aspen		REMOVE	CLASS A
5577	13	Aspen		REMOVE	CLASS A
5578	13	Aspen		REMOVE	CLASS A
5579	11	Aspen		REMOVE	CLASS A
5580	13	Aspen	X	REMOVE	CLASS A
5581	11	Aspen		REMOVE	CLASS A
5582	9	Aspen		REMOVE	CLASS A
5583	8	Aspen		REMOVE	CLASS A
5584	9	Aspen		REMOVE	CLASS A
5585	12	Aspen		REMOVE	CLASS A
5586	11	Aspen		REMOVE	CLASS A
5587	11	Aspen		REMOVE	CLASS A
5588	9	Aspen		REMOVE	CLASS A
5589	17	Aspen	X	REMOVE	CLASS A
5590	21	Aspen	X	REMOVE	CLASS A
5591	13	Aspen		REMOVE	CLASS A

TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5592	11	Aspen		REMOVE	CLASS A
5593	9	Aspen		REMOVE	CLASS A
5594	23	Aspen	X	REMOVE	CLASS A
5595	9	American Elm		REMOVE	CLASS A
5596	20	Aspen	X	REMOVE	CLASS A
5597	17	Aspen		REMOVE	CLASS A
5598	12	Aspen		REMOVE	CLASS A
5599	15	Aspen		REMOVE	CLASS A
5600	9	Aspen		REMOVE	CLASS A
5601	10	Aspen		REMOVE	CLASS A
5602	11	Aspen		REMOVE	CLASS A
5603	8	Aspen		REMOVE	CLASS A
5604	19	Aspen		REMOVE	CLASS A
5605	8	Red Oak		REMOVE	CLASS B
5606	11	Red Oak		SAVE	CLASS B
5607	11	Red Oak		REMOVE	CLASS B
5608	8	Red Oak		REMOVE	CLASS B
5609	19	Aspen		REMOVE	CLASS A
5610	10	Red Oak		SAVE	CLASS B
5611	14	Aspen		SAVE	CLASS A
5612	18	Red Oak		REMOVE	CLASS B
5613	10	Aspen		SAVE	CLASS A
5614	9	Aspen		SAVE	CLASS A
5615	10	Aspen		SAVE	CLASS A
5616	43	Black Willow		SAVE	CLASS A
5617	10	Black Cherry		SAVE	CLASS B
5618	24	White Oak		SAVE	CLASS B
5619	11	White Oak		SAVE	CLASS B
5620	18	White Oak		SAVE	CLASS B
5621	19	White Oak		SAVE	CLASS B
5622	12	Red Oak		SAVE	CLASS B
5623	10	Red Oak		SAVE	CLASS B
5624	14	White Oak		SAVE	CLASS B
5625	18	White Oak		SAVE	CLASS B
5626	19	White Oak		SAVE	CLASS B
5627	26	White Oak		SAVE	CLASS B
5628	10	American Elm		SAVE	CLASS A
5629	9	American Elm		SAVE	CLASS A
5630	18	White Oak		SAVE	CLASS B
5631	16	White Oak		SAVE	CLASS B
5632	22	White Oak		SAVE	CLASS B
5633	19	White Oak		SAVE	CLASS B
5634	32	White Oak		SAVE	CLASS C
5635	14	White Oak		SAVE	CLASS B
5636	17	White Oak		SAVE	CLASS B
5637	10	American Elm		SAVE	CLASS A
5638	14	Red Oak		SAVE	CLASS B
5639	16	Green and White Ash		SAVE	CLASS B
5640	11	American Elm		SAVE	CLASS A
5641	12	Green and White Ash		SAVE	CLASS B
5642	23	Black Willow	X	SAVE	CLASS A
5643	14	Black Willow		SAVE	CLASS A
5644	10	Green and White Ash		SAVE	CLASS B
5645	13	Green and White Ash		SAVE	CLASS B
5646	18	Black Willow	X	SAVE	CLASS A
5647	16	Black Willow		SAVE	CLASS A
5648	18	Black Willow	X	SAVE	CLASS A
5649	13	Black Willow	X	SAVE	CLASS A
5650	18	Red Oak		SAVE	CLASS B
5651	13	Green and White Ash		SAVE	CLASS B
5652	19	Bitternut Hickory		SAVE	CLASS B
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5654	9	Black Cherry		SAVE	CLASS B
5655	22	Red Oak		SAVE	CLASS B
5656	10	Green and White Ash		SAVE	CLASS B
5657	12	Green and White Ash		SAVE	CLASS B
5658	9	Green and White Ash		SAVE	CLASS B
5659	8	Green and White Ash		SAVE	CLASS B
5660	9	Red Oak		SAVE	CLASS B
5661	8	Red Oak		SAVE	CLASS B
5662	8	Red Oak		SAVE	CLASS B
5663	13	Aspen	X		OFFSITE
5664	19	Aspen			OFFSITE
5665	10	Red Oak			OFFSITE
5666	9	Bur Oak			OFFSITE
5667	8	Aspen		SAVE	CLASS A
5668	14	Red Oak			OFFSITE
5669	14	Siberian Elm bd			DAMAGED
5670	11	Red Oak		SAVE	CLASS B
5671	10	Aspen		SAVE	CLASS A
5672	11	Aspen		SAVE	CLASS A
5673	11	Aspen		SAVE	CLASS A
5674	15	White Oak		SAVE	CLASS B
5675	12	Aspen		SAVE	CLASS A
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5680	10	Black Cherry		SAVE	CLASS B
5681	20	Red Oak		SAVE	CLASS B
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5683	9	Aspen		SAVE	CLASS A
5684	9	Aspen		SAVE	CLASS A
5685	9	Aspen		SAVE	CLASS A
5686	10	Aspen		SAVE	CLASS A

TAG	CAL. IN.	SPECIES	MULTI STEM	STATUS	CLASS
5687	11	Aspen		SAVE	CLASS A
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5690	9	Aspen		SAVE	CLASS A
5691	11	Aspen		SAVE	CLASS A
5692	9	Aspen		SAVE	CLASS A
5693	11	Aspen		SAVE	CLASS A
5694	9	Aspen		SAVE	CLASS A
5695	13	Aspen		SAVE	CLASS A
5696	14	Aspen		SAVE	CLASS A
5697	8	Red Oak		SAVE	CLASS B
5698	15	Red Oak		SAVE	CLASS B
5699	14	Aspen		SAVE	CLASS A
5700	23	White Oak		SAVE	CLASS B
5701	11	Red Oak		SAVE	CLASS B
5702	14	White Oak bd			DAMAGED
5703	24	White Oak		SAVE	CLASS B
5704	8	Black Cherry		SAVE	CLASS B
5705	18	White Oak		SAVE	CLASS B
5706	18	White Oak		SAVE	CLASS B
5707	27	White Oak		SAVE	CLASS B
5708	13	White Oak		SAVE	CLASS B
5709	27	White Oak		SAVE	CLASS B
5710	23	White Oak		REMOVE	CLASS B
5711	9	White Oak pd			DAMAGED
5712	19	White Oak		SAVE	CLASS B
5713	19	White Oak		REMOVE	CLASS B
5714	11	Red Oak		REMOVE	CLASS B
5715	8	Red Oak		REMOVE	CLASS B
5716	10	Bur Oak	X	REMOVE	CLASS B
5717	12	Aspen		REMOVE	CLASS A
5718	11	Red Oak		REMOVE	CLASS B
5719	10	Aspen		REMOVE	CLASS A
5720	15	Red Oak		REMOVE	CLASS B
5721	11	Aspen		REMOVE	CLASS A
5722	10	Aspen		SAVE	CLASS A
5723	18	Aspen		REMOVE	CLASS A
5724	15	Red Oak		REMOVE	CLASS B
5725	8	Bur Oak		REMOVE	CLASS B
5726	8	Eastern Red Cedar			OFFSITE
5727	13	Red Norway Pine			OFFSITE
5728	24	Aspen		REMOVE	CLASS A
5729	22	Aspen		REMOVE	CLASS A
5730	23	Aspen	X	REMOVE	CLASS A
5731	14	Aspen		REMOVE	CLASS A
5733	20	American Elm		REMOVE	CLASS A
5734	12	Green and White Ash		REMOVE	CLASS B
5735	20	Black Willow		SAVE	CLASS A
5736	15	Black Willow		SAVE	CLASS A
5737	17	Black Willow		SAVE	CLASS A
5738	10	Black Willow		SAVE	CLASS A
5739	9	Aspen		REMOVE	CLASS A
5740	9	Red Oak		REMOVE	CLASS B
5741	10	Red Oak		REMOVE	CLASS B
5742	10	Red Oak		REMOVE	CLASS B
5743	8	Red Oak		REMOVE	CLASS B
5744	19	Red Oak		REMOVE	CLASS B
5745	13	Red Oak		REMOVE	CLASS B
5746	9	Red Oak		REMOVE	CLASS B
5747	14	Red Oak		REMOVE	CLASS B
5748	8	Aspen		REMOVE	CLASS A
5749	8	Aspen		REMOVE	CLASS A
5750	12	Aspen		REMOVE	CLASS A
5751	11	Aspen		REMOVE	CLASS A
5752	8	Aspen		REMOVE	CLASS A
5753	22	White Oak			OFFSITE
5754	24	White Oak		SAVE	CLASS B
5755	26	White Oak			OFFSITE
5756	24	White Oak		SAVE	CLASS B
5757	8	White Oak		REMOVE	CLASS B
5758	8	Aspen		REMOVE	CLASS A
5759	8	Aspen		REMOVE	CLASS A
5760	9	Aspen		REMOVE	CLASS A

NOTES:
- TREES WHICH DO NOT MEET SIGNIFICANT TREE SIZE REQUIREMENTS ARE NOT INCLUDED IN THE INVENTORY.

- OFFSITE TREES AND DEAD/DYING TREES ARE INCLUDED IN THE INVENTORY BUT NOT PART OF CALCULATIONS.



ALLIANT

733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

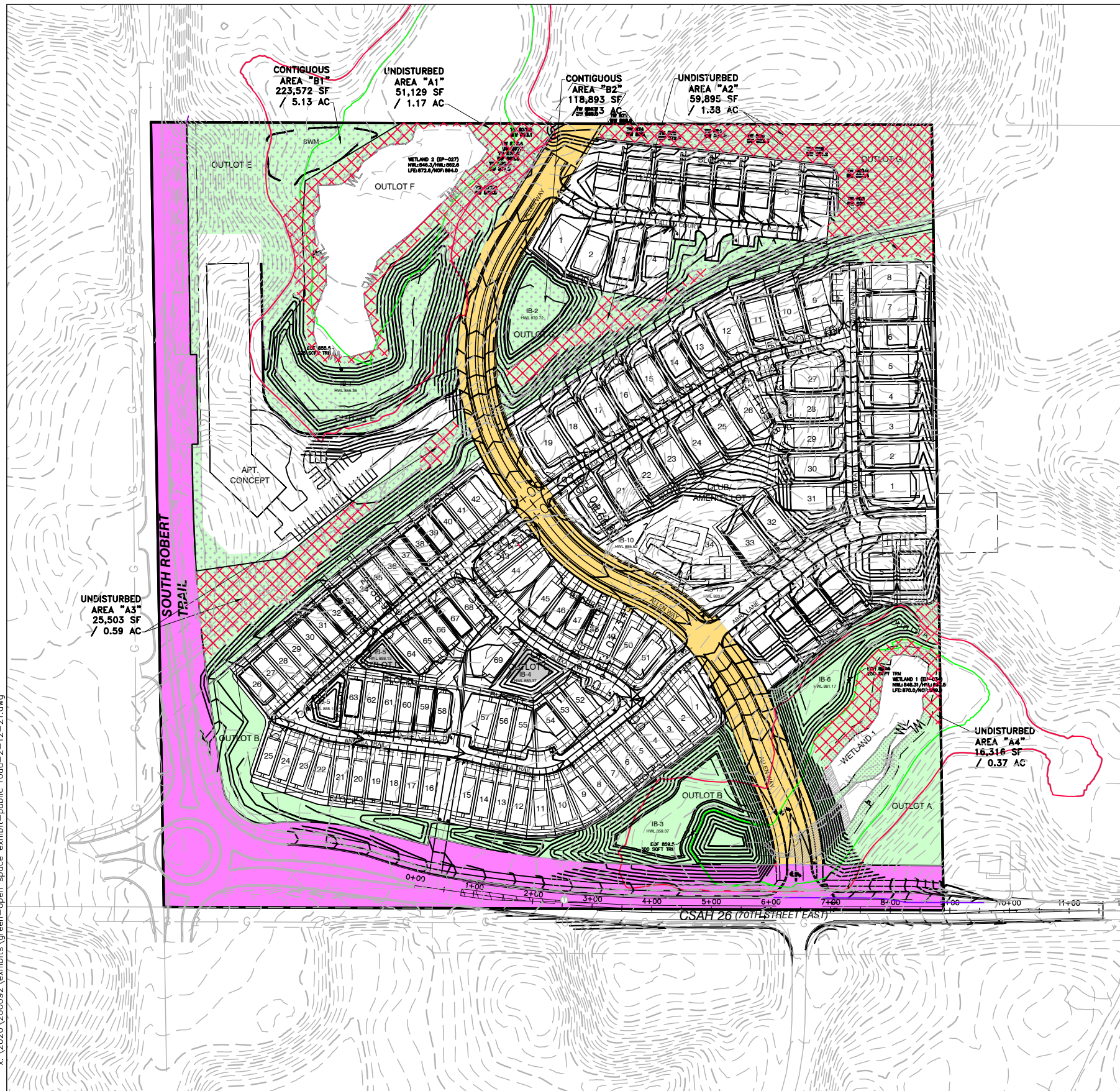
CONSTRUCTION DOCUMENTS

TREE INVENTORY 2

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

MARK KRONBECK, PLA, ALSA

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SITE PLAN DATA:

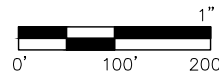
	GROSS SITE AREA
	ARTERIAL ROW AREA (ROBERT TRAIL S, & EAST 70TH ST)
	COLLECTOR ROW AREA
	WETLAND AREA
	OPEN AREA
	CONTIGUOUS OPEN AREA
	NON-DISTURBED OPEN AREA

GROSS SITE AREA	39.54 AC
ARTERIAL ROW AREA (ROBERT TRAIL S, & EAST 70TH ST)	4.91 AC
WETLAND AREA	1.70 AC
NET DEVELOPABLE AREA	32.93 AC

REQUIRED	
OPEN AREA (20%)	6.586 AC
NON-DISTURBED OPEN AREA (10%)	3.293 AC
CONTIGUOUS AREA (75%)	4.940 AC

PROVIDED	
OPEN AREA	11.332 AC
NON-DISTURBED OPEN AREA (A1-A4)	3.509 AC
CONTIGUOUS AREA (B1)	5.133 AC +
CONTIGUOUS AREA (B2)	2.729 AC

NATURAL AREA/OPEN SPACE CANVAS AT INVER GROVE HEIGHTS



DATE: 2-12-21
DRAWN BY: TAS,MPR,SIL
SCALE: 200



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: January 5, 2021

SUBJECT: WATERMARK EQUITY GROUP, LLC - CASE NO. 20-45PUD

Presentation of Request

Allan Hunting, City Planner, advised that the applicant is requesting approval of the final plat and final PUD development plan for Phase 1 of Canvas at IGH. This phase consists of all 69 of the 30-foot-wide lots and 39 of the 50-foot lots. This includes the construction of Allen Way and a public street that will serve future development to the east. The proposed plans are consistent with the preliminary plans. Engineering is working with the developer on the location and design of the trail culvert that will go under 70th Street, the emergency pumping systems for the regional basins, and the design for what is being called a land bridge for Allen Way. Review must also be completed of their wetland mitigation plan. Staff recommends approval of the request with the conditions listed.

Commissioner Weber appreciated the added condition regarding fencing and asked if this development would be similar to the Donegal subdivision in Maple Grove which, in his opinion, was very well built.

Chair Maggi stated that the developer had previously stated it was similar to that subdivision.

Commissioner Kramer asked if there was a typo in Condition 6 which referenced 108 units rather than 120.

Mr. Hunting replied that he would review that for accuracy.

Commissioner Simon asked if there would be lighting on the internal private streets.

Mr. Hunting replied that the applicant could best answer that question.

Opening of Public Hearing

Ian Peterson, Watermark Equity Group, 4000 Shoreline Drive, Spring Park, advised that he read and agreed with the report. He answered previously asked questions, stating that the product would be very similar to the Donegal South project in Maple Grove, the number in Condition 6 is correct as an additional 12 lots will come in with Phase II, and there will be lighting on the private streets.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Clancy, to approve the request for a final plat and final development plan for Phase 1 of Canvas at Inver Grove Heights, with the 19 conditions listed in the report.

Commissioner Weber amended his motion, stating there were actually only three conditions rather than 19.

Commissioner Clancy agreed to the amended motion.

Motion carried (8/0).

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

CASE NO: 20-45PUD

APPLICANT: Watermark Properties

PROPERTY OWNER: IMH Special Asset 175

REQUEST: Final Plat and Final PUD Development Approval for Canvas at Inver Grove Heights

HEARING DATE: January 5, 2021

LOCATION: Northeast quadrant of Hwy 3 and 70th Street

COMPREHENSIVE PLAN: LMDR and Mixed Use

ZONING: Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has submitted for the final plat and final development plan for phase 1 of Canvas at Inver Grove Heights. Phase 1 consists of all 69 of the 30 foot wide lots and 39 of the 50 foot lots. Future phases will include 12 more 50 foot wide lots and the apartment building.

The City Council approved the preliminary plat and development plans on October 12, 2020.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 19 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council.

Condition #2 relating to rear yard setbacks. The lots have been renumbered on the final plans so what are now Lots 1-8, Block 2 all have the required 30 foot rear yard setback.

Condition #3 relating to approval of the final grading, drainage and erosion control plans. The Engineering Department and its consultants continue to review the final plan set. There are some unique features to this project which make the review more complicated. Details still being worked out include:

- Incorporating a future below grade pedestrian crossing under 70th Street using a ten foot high culvert just west of Allen Way.
- Consistency of plans with the public improvement project for the emergency pumping systems for two regional basins in the area.
- Reviewing the design of the Allen Way access to the site which is like a land bridge with high retaining walls on either side crossing a wetland.

These items won't change the design of the project so Planning Commission can still make a recommendation. These items, along with all engineering comments will be addressed before City Council approval.

Condition #4 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #5 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #6 relating to park dedication and recommendations from the Park and Rec Commission. Park dedication will consist of a cash payment for the 108 units. The park dedication fees are collected at time of final plat release.

- Five foot easement along the east boundary will be dedicated by separate document when the final plans go to City Council.
- Engineering and the applicant are working on the best location for a possible future underpass. It appears it would fit within existing right-of-way.
- The plans show an alignment for a trail running through the pipeline easement.
- Park area in the Northeast corner of the site is no longer being pursued by the Parks Department.

Condition #7 relating to plans reviewed by the Fire Marshall. The final plans provide for an emergency access from 70th Street between Lots 15 and 16. The Fire Marshall has reviewed the plans and has no issues with design and street access for emergency vehicles.

Condition #8 relating to review from Dakota County and MnDOT. Dakota County has commented on right-of-way and access. Turn lanes will be required and final details of road intersection and storm water management will be finalized before plans are approved by city council. Plans have been sent to MnDOT for their comment. No response received to date. Any conditions of approval will be addressed before plans are approved by city council.

Condition #9 relating to street stub to the east. The plans show a public street stub to the property to the east. Location has been reviewed and acceptable by the City Engineer.

Condition #10 relating to a wetland mitigation plan. The applicant has just recently submitted the wetland mitigation plan to Dakota County Soil and Water for review. This will require a review by the technical evaluation panel per state WCA requirements. Approval of the plan and approval of wetland bank credits must occur before final plans are approved by the city council.

Condition #11 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #12 relating to undisturbed areas. The plans provide for construction limits and show silt fencing for limits of disturbance. This ensures no grading occurs in the undisturbed areas.

Condition #13 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 14 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #15 relating to entering into a development contract. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #16 relating to documents that must be recorded with the final plat. Standard language identifying additional documents to be recorded with the final plat.

Condition #17 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #18 relating to street lighting. A street lighting plan has been submitted showing street lights at each intersection with Allen Way in the development.

Condition #19 relating to fencing on top of retaining walls. The grading plans identify all walls will have fencing where required by code. Typically fencing is required on walls four feet or taller.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for The Crossings at Inver Woods acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat	
Final Site Plan	dated 10/5/20
Natural Areas and Open Space Plan	dated 8/3/20
Construction Plan Set (14 sheets)	dated 10/16/20
Grading Plan Set (5 sheets)	dated 10/16/20
Landscape Plan	dated 10/20/20
Building Plans (5 sheets)	dated 10/5/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans subject to the conditions stated above.

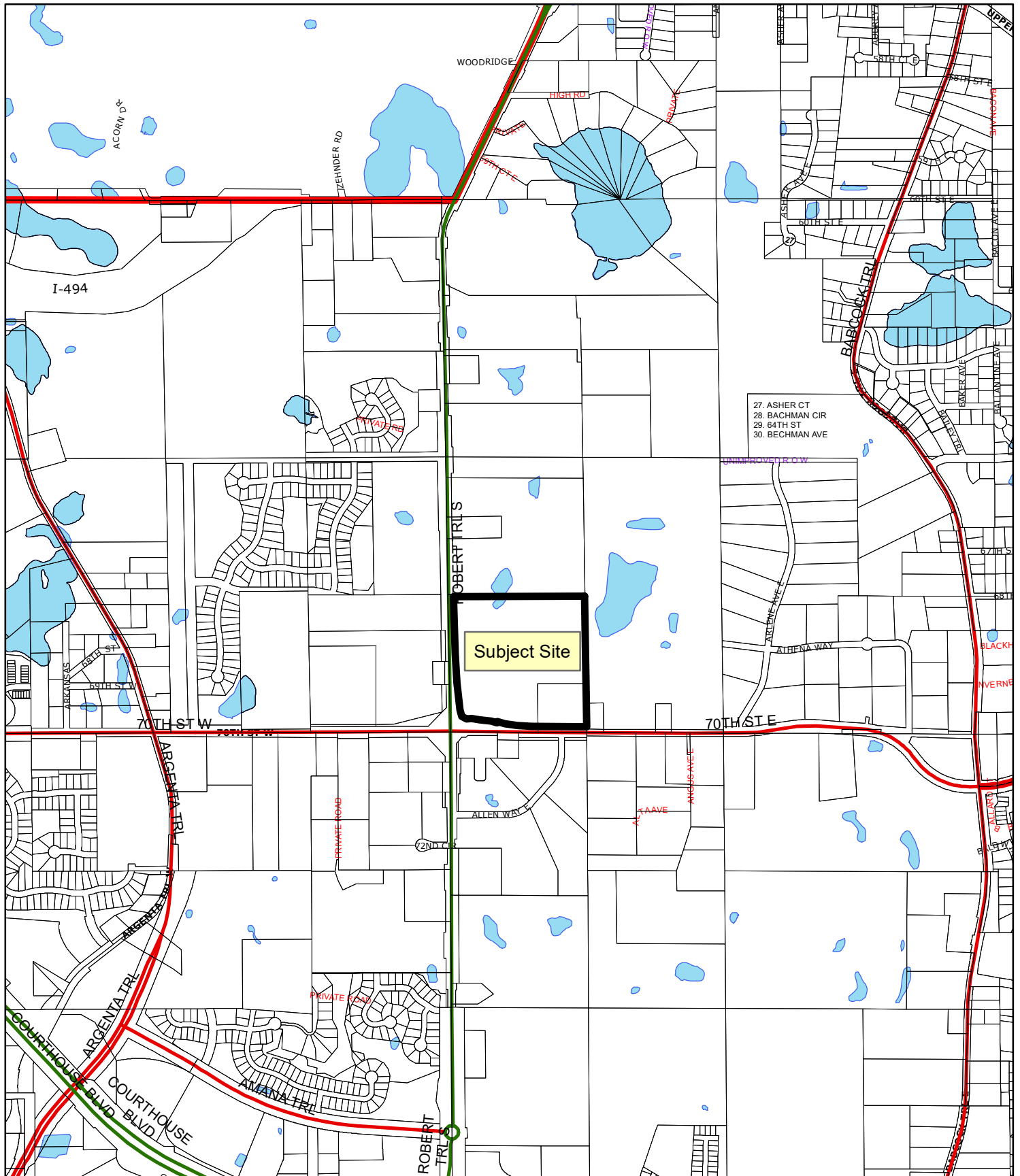
ATTACHMENTS:

- Location Map
- Applicant Narrative
- Preliminary PUD conditions of approval and site plan
- Final Plat
- Final Site Plan
- Construction Plan Set
- Grading Plan Set
- Landscape Plan



Location Map

Case No. 20-45PUD



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

RESOLUTION NO. 2020-221

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 120 SINGLE FAMILY LOTS, ONE LOT FOR 100-150 UNIT APARTMENT BUILDING AND SIX OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS CANVAS OF INVER GROVE HEIGHTS

CASE NO. 20-27PUD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 15 and October 6, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Canvas of Inver Grove Heights is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.
 1. Canvas at Inver Grove Heights Preliminary Plat and PUD Submittal plan set dated 9/3/2020 (34 sheets).
 2. Natural Area/Open Space Plan dated 9/23/2020
 3. Hard Surface Exhibit Plan dated 9/3/2020
 4. Parking Exhibit Plan dated 9/3/2020
 5. Public Road Access Exhibit 9/23/20
 6. Trails and Sidewalk Exhibit 9/25/20
 7. Pipeline Trail Exhibit 9/23/20

8. Fire Access Exhibit 9/23/20

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Lots 6-14, Block 1 shall maintain the required 30 foot rear yard setback. All other setbacks shall be consistent with those listed on the preliminary site plan.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants.
4. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.
5. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
6. Plan approval shall be subject to the recommendations of the Park and Recreation Commission from their meeting September 9, 2020. A summary is listed in this staff report. Outlot G is no longer needed for a future park.
7. The final plan set shall be subject to the city Fire Marshal review memo dated 8/27/20 including, but not limited to providing fire lanes and providing a temporary fire lane access for a secondary access to the site.
8. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County and MnDOT.
9. Public street stub to the east shall be required as shown on the public road access easement. Perpendicular street parking shown shall be relocated away from the public street.
10. A wetland mitigation plan for the impacted wetlands shall be submitted per the Wetland Conservation Act and must be approved by the TEP review panel and the city. Any wetland impact shall be approved prior to or at time of City Council action on the final plans.
11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

12. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
13. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

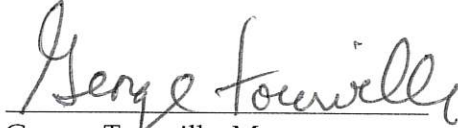
14. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
15. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.
16. The following documents shall be recorded when the plat is recorded:
- Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
17. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
18. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
19. Retaining walls shall require fencing on top of wall per City Code requirements.

Resolution No. 2020-221

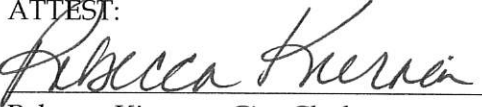
Page 4

Passed this 12th day of October, 2020.

AYES: 5
NAYS: 0


George Tourville, Mayor

ATTEST:

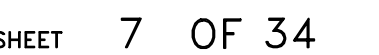

Rebecca Kiernan, City Clerk

 PROPERTY LINE
 RIGHT-OF-WAY LINE
 LOT LINE
 EASEMENT LINE
 SETBACK LINE
 EXISTING WETLAND
 WETLAND BUFFER
 WETLAND BUFFER AREA (SEE WETLAND MANAGEMENT PLAN)
 WETLAND IMPACT AREA (SEE WETLAND MANAGEMENT PLAN)
 PROPOSED CURB AND GUTTER
 PROPOSED RETAINING WALL

OWNER: PAUL AN
TINA COTTERMAN

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

NOT TO SCALE



CANVAS AT INVER GROVE HEIGHTS

PHASE 1 - FINAL PLANNED UNIT DEVELOPMENT / FINAL PLAT REVIEW SUBMITTAL NARRATIVE

**Inver Grove Heights, Minnesota
November 16, 2020**

DEVELOPMENT TEAM

Applicant/Developer/Builder: Watermark Equity Group, Ian Peterson
Civil Engineer: Alliant Engineering, Inc., Mark Rausch
Surveyor: Alliant Engineering, Inc., Peter Goers
Landscape Architect: Alliant Engineering, Inc., Mark Kronbeck

SITE INFORMATION

Legal Description:

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Abstract Property

Address: Unassigned

PID: 200050052011 and 200050052012

Total Acres: 39.542 ac

PREVIOUS DEVELOPMENT APPLICATION APPROVAL

Watermark Equity was granted preliminary planned unit development and preliminary plat approval by Inver Grove Heights City Council in Resolution No. 2020-221 and Case No. 20-27PUD. The resolution was approved on October 12th, 2020 for the request consisting of 69-30' wide single-family lots, 51-50' wide single-family lots and a 100-150 unit apartment site.

PHASE 1 - PLANNED UNIT DEVELOPMENT REQUEST

The proposed phase 1 development request is consistent with the approved preliminary PUD and plat and includes; all 69 of the 30' wide single-family lots, 39 of the 50' wide single family lots and the proposed private clubhouse and pool.

COMPREHENSIVE PLAN AND ZONING DESIGNATION

The development property is guided as Mixed-Use and Low-Medium Residential within the City's 2040 Land Use Plan. The City's Mixed-Use land use designation targets a residential dwelling unit density range of 12-35 units per acre. The Low-Medium Density Residential targets a residential dwelling unit density range of 4-8 residential units/net acre. The development fits within City guiding plans as previously approved.

The development site currently zoned (PUD) Planned Unit Development. The previously approved preliminary PUD and preliminary plat requested zoning for the site to establish a PUD zoning for the entire development site, compatible and consistent with the City's goals and objectives for the property. This application is the first phase of the proposed development plan.

EXISTING SITE DESCRIPTION

The development property is located within the City of Inver Grove Heights's Northwest Area Overlay District and is currently undeveloped with a mixture of 'treeless meadow' growth and portions wooded. The property is a combination of 2 parcels totaling 39.542 acres and bound by Robert Trail S to the West, 70th St E to the South and private properties to the North and East. The site is adjacent to available public infrastructure including: sanitary sewer, water main, and roadways for servicing the proposed development.

The proposed plat boundary contains three wetland areas that were previously delineated and have been confirmed by an environmental specialist at Alliant Engineering. Two of the wetlands on site have been identified as landlocked basins by the city as part of the Northwest Area Stormwater Management Plan. Two of three wetlands on site will show impacts, Wetland 1 will be impacted as part of the construction of collector road for the proposed development and Wetland 2 will be impacted due to site constraints.

PROPOSED RESIDENTIAL PUD DEVELOPMENT PLAN

The applicant proposes to provide the City of Inver Grove Heights with phased residential development of diverse housing styles that preserves natural site features, extends public infrastructure and provides for stormwater management goals. The current phase 1 development application proposes to initiate the neighborhood with 50' wide lots and 30' wide lots surrounding a private club house/amenity area. A future phase(s) will complete the remainder of the 50' wide lots and the apartment building site. All lots will be provided with public right of way access via the extension of public roadway with sidewalks and trails. It is proposed that the public roadway extend north from 70th Street and be provided with public utilities sized to accommodate future development to the north. A second public roadway with public utilities is proposed easterly in the development and stubbed to the plat boundary for future development to the east.

The proposed phase 1 development plan is consistent with the City approved preliminary PUD/plat and the City of Inver Grove Heights Northwest Area Overlay District as reviewed. The following is a summary of primary phase 1 project elements currently proposed:

- Diverse housing styles
 - 39-50' wide single-family homes with multiple product styles.
 - 69-30' wide single-family homes with multiple product styles.
- Central club house & amenity area
- Preservation of environmental features and dedication of open space.
- HOA maintained community
- HOA maintained open areas
- Extension of collector roadway with trails and walks to north.
- Extension of local roadway with sidewalk to the east.
- Extension of sanitary sewer and water for future development to the north and east
- Preservation of wetland areas with limited impacts
- Multiple stormwater management areas
- Enhanced development landscaping

Development Plan Area

Gross Phase 1 Plat Acreage	39.54 acres
Arterial ROW	4.91 acres
Wetland Area	1.70 acres
Net Development Acreage	32.93 acres

Pipeline Easement Area	3.12 acres
Collector ROW Area	2.75 acres

<u>Lot Dimensions</u>	30'/50'
Width	30'/50' min.
Lot Sizes	See Final Plat & Summary

<u>Structure Setbacks</u>	30' Wide Lots
Front	20'
Side (internal)	4'
Side to Private Drive B/C	15'
Any Side to Public ROW	20'
To Private Parking Stalls	5'
Garage to Private Drive B/C (min driveway length)	22'
Setback to Robert Trail and 70 th Street	50'

<u>Structure Setbacks</u>	50' Wide Lots
Rear	20'
Side (internal)	5'
Side to Private Drive B/E	15'
Any Side to Public ROW	20'
To Private Parking Stalls	5'
Front/Garage Side to Public ROW	22' (33' Min Dwy Length)
Front/Garage Private Drive B/C (min driveway length)	22'
Clubhouse to Public ROW (front/side/rear)	20'
Clubhouse Side (internal)	5'

Preliminary PUD/Plat Environmental Calculations

Northwest Area Overlay District Criteria	Required	Provided*
Open Area (20%)	6.59 AC	11.59 AC
Non-Disturbed Open Area (10%)	3.29 AC	4.77 AC
Contiguous Area (75% open space)	4.94AC	4.95 AC (largest cont. area)

*Areas are consistent with approved preliminary PUD/plat with no changes.

Architecture

It is currently anticipated that architecture be compatible for different housing types in addition to the club house, apartment building and amenity area. Refer to previously provided single family building elevations.

Site Access, Pedestrian Circulation and Parking

Vehicular access from public right of way to the proposed development will occur via a proposed road access to 70th St E / CSAH 26. Public right of way will be extended north and east through the development providing several connection points for the proposed private roadways. The development will be providing a sidewalk and trail along the proposed collector road extension to the north and a sidewalk along the proposed local road extension to the east.

The project abuts MNDOT right of way (TH 3 / Robert Trail) along the western edge of the plat. MNDOT provided review comment during the project's preliminary review phase. MNDOT did not require any plan revisions. The phase 1 plans do include permanent right of way dedication for the TH 3 roadway easement and extension of the existing 15' trail easement to the north plat boundary along TH 3 right of way. Any impacts to MNDOT right of way will require separate permitting from MNDOT.

The project also abuts Dakota County right of way (CSAH 26 / 70th St) along the south plat boundary. Dakota County provided plat review comments during the preliminary review stage and requested a small addition of right of way along the existing round about. The right of way is provided in the phase 1 plat along with permanent right of way dedication over the existing CSAH 26 road easement. The County has referenced to likely need for adding turn lanes at the proposed development intersection with CSAH 26. The phase 1 development plans do include a preliminary turn lane design. The preliminary design includes the addition of an EB CSAH 26 left turn lane into the development and a new WB right and left turn lanes. All proposed work improvements within CSAH 26 right of way improvements will require permitting and review by Dakota County. The development team will work with Dakota County and City Staff when final designing all County right of way improvements.

The development will have ample parking to support the future residents and their guests. The plan as proposed provides the following phase 1 parking:

Parking Summary

Private Driveway (2/home) 216 (additional 24 in future phase)

Phase 1 -Final PUD/ Plat Review

November 16, 2020

CANVAS AT INVER GROVE HEIGHTS

Page 4 of 6

Private Garage (2/home)	216 (additional 24 in future phase)
Private Guest Parking	31 (additional 8 in future phase)
<u>Public On-street Parking (Road B)</u>	<u>13</u>
Total Available Parking	476 Phase 1 Parking Stalls (additional 56 in future phase)

Grading

The entire final plat site area will be mass graded to shape in the proposed roadways, lot configurations, stormwater management basin and common area. The site is graded to match elevations at the site perimeter and to drain to a proposed infiltration basin throughout the development. Low floor elevations satisfy all requirements per the City of Inver Grove Heights for freeboard from EOF's and HWL's. Roadways are designed to meet all City requirements. Future plat areas including the northern 12 single family homes and the apartment site will be mass graded at this time in preparation for future development and to aide in earthwork balancing.

Sanitary Sewer and Watermain

The development site currently contains a sanitary sewer stub provided at the southern edge of the property on 70th St E. The site will provide sanitary sewer stubs to the East and North per the City's Northwest Area Planned Utility Map. The remainder of the site will be served by 8" sanitary sewer.

The development will connect to and extend a watermain service at the western edge of the property along Robert Trail S. The connection will require the removal of a hydrant. Stubs will be provided to the East and North per the City's Northwest Area Planned Utility map. The remainder of the site will be served by 8" watermain and hydrants will be spread through the development to meet city requirements.

Stormwater Management

The development site falls within the City's Northwest Area and will have to meet the Northwest Area Stormwater Management requirements. To meet these requirements the site will utilize multiple infiltration basins and will use proprietary and sediment forebays as means of pretreatment. The site drains to two landlocked basins EP-027 and EP-034. All storage at both the 50 yr and 100 yr HWL has been replaced for the roadway connection that impacts EP-034. See stormwater management plan for more detailed calculations and explanations.

Wetlands

Two of the wetlands on site have been identified as landlocked basins by the city as part of the Northwest Area Stormwater Management Plan. Two of three wetlands on site will show impacts, Wetland 1 will be impacted as part of the construction of collector road for the proposed development and Wetland 2 will be impacted due to site constraints.

Wetland Summary:

- 1) Wetland 1 - 22,941 sf – Impact proposed
- 2) Wetland 2 - 51,152 sf – No Impact proposed
- 3) Wetland 3 - 965 sf – Impact proposed

Tree Preservation/Replacement

A tree inventory was completed on behalf of the City of Inver Grove Heights and that information is included in the proposed development plans. The tree inventory was performed on the full development parcel from the western boundary of Robert Trail S to 70th St E to the South and private properties to the North and East. The development site contains a mixture of ‘treeless meadow’ as well as several stands of significant trees. Trees will generally be preserved in the south east around existing wetland, in the north east, and the north west around existing wetland. Trees within the center of the site will be removed to grade the subdivision.

As the submittal is a PUD and includes a mixture of compact 30’ lots, 50’ single family lots and an apartment building, a tree removal limit of 40% of significant or heritage caliper inches was suggested based on overall density. Beyond the 40% allowable removal, caliper inches are to be replaced at a rate of 50% for Category A trees, and 100% for Categories B and C. Any preserved significant or heritage tree damaged by construction within 30’ of the tree preservation boundary shall be replaced by the applicant on a 1:1 DBH basis. Replacement trees shall be a minimum of 2 ½ diameter deciduous or 6’ coniferous. The development plan does require the removal of 1,491 caliper inches which require mitigation; to mitigate the loss the landscape plan proposes reforestation of 1,491 caliper inches equal to 597 new trees.

Landscaping and Amenities

The project proposes a significant landscape plan including an amenity/club area which will feature plant material organized to suit the program once developed in further detail. A portion of trees proposed to mitigate existing tree loss are located at least 2 overstory trees per lot, with the exception of block 1 lots 15-25 due to pad proximity to the gas easement. Additional mitigation trees are used to create a conifer buffer on the south along 70th St. as well as portions of S. Robert Trail and to enhance stormwater features. Final lot build-out will also include foundation planting to be provided by owner. The apartment site, once developed in future, will feature landscaping to compliment the building foundation, parking lot areas, and buffering as needed.

TIMING/PHASING

The Applicant is proposing to mass grade the entire development site in phase 1. Phase 1 will include all infrastructure required for the phase 1 plat lot area along with trunk utility extension to the north plat boundary. The future development phase will occur as market conditions allow, please refer to phasing plan for further details on phasing of overall site.

CANVAS AT INVER GROVE HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS: That Watermark Equity Group, LLC, an Illinois limited liability company, owner of the following described property:

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as CANVAS AT INVER GROVE HEIGHTS and does here by donate and dedicate to the public the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Watermark Equity Group, LLC, an Illinois limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

Signed: Watermark Equity Group, LLC.

By _____
Eric Theisen, Managing Member

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Eric Theisen, Managing Member of Watermark Equity Group, LLC, an Illinois limited liability company, on behalf of the company.

Signature

Printed

Notary Public, _____ County, _____
My Commission Expires _____

I Peter Goers, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on the plat; and prepared this plat or directly supervised the preparation of this plat; 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 surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20 ____

Peter Goers, Licensed Land Surveyor
Minnesota License No. 44110

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Peter Goers, Licensed Land Surveyor, Minnesota License No. 44110.

Signature

Printed

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20 ____.

Signed: _____ Signed: _____
Secretary Chair

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

This plat was approved by the City Council of Inver Grove Heights, Minnesota this ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subdivision 2.

Signed: _____ Signed: _____
Mayor Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, 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

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

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

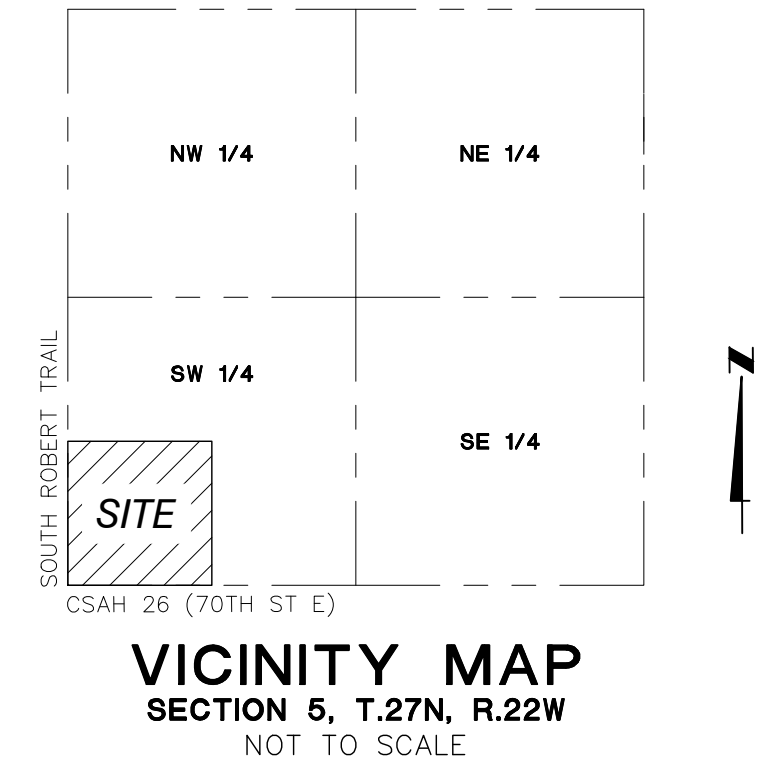
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

Document Number _____

I hereby certify that this plat of CANVAS AT INVER GROVE HEIGHTS 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. _____.

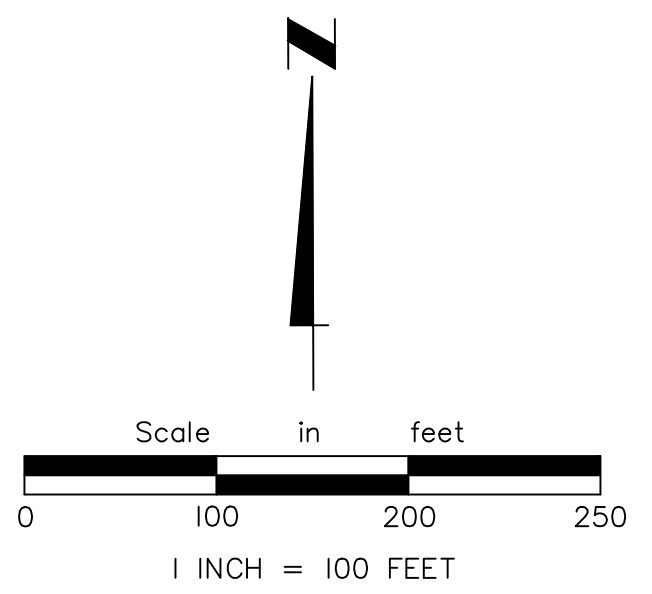
By: _____
Amy A. Koethe
County Recorder

DAKOTA COUNTY MONUMENT--
(ALUMINUM)
W 1/4 OF SEC. 5,
T. 27, R. 22

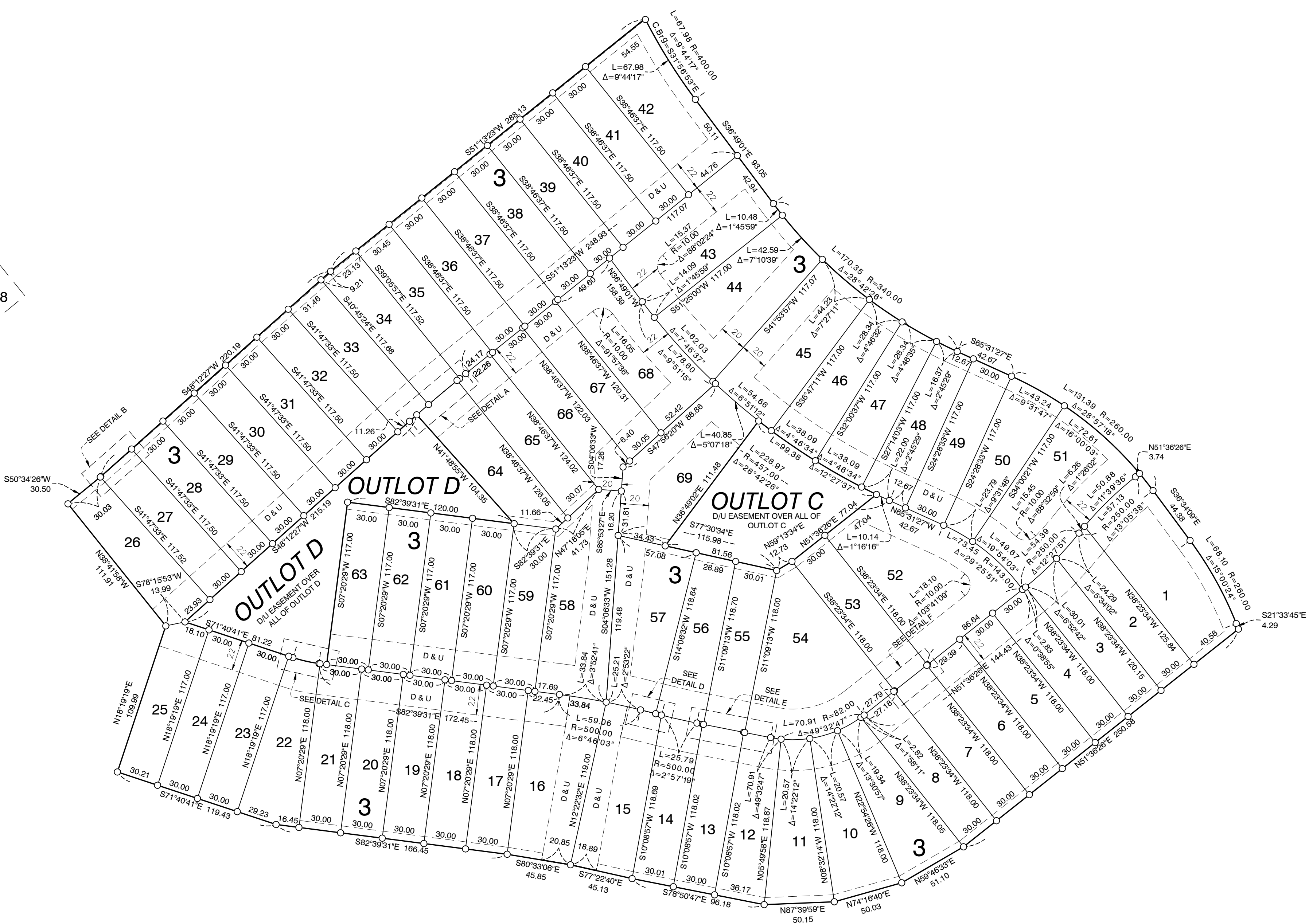
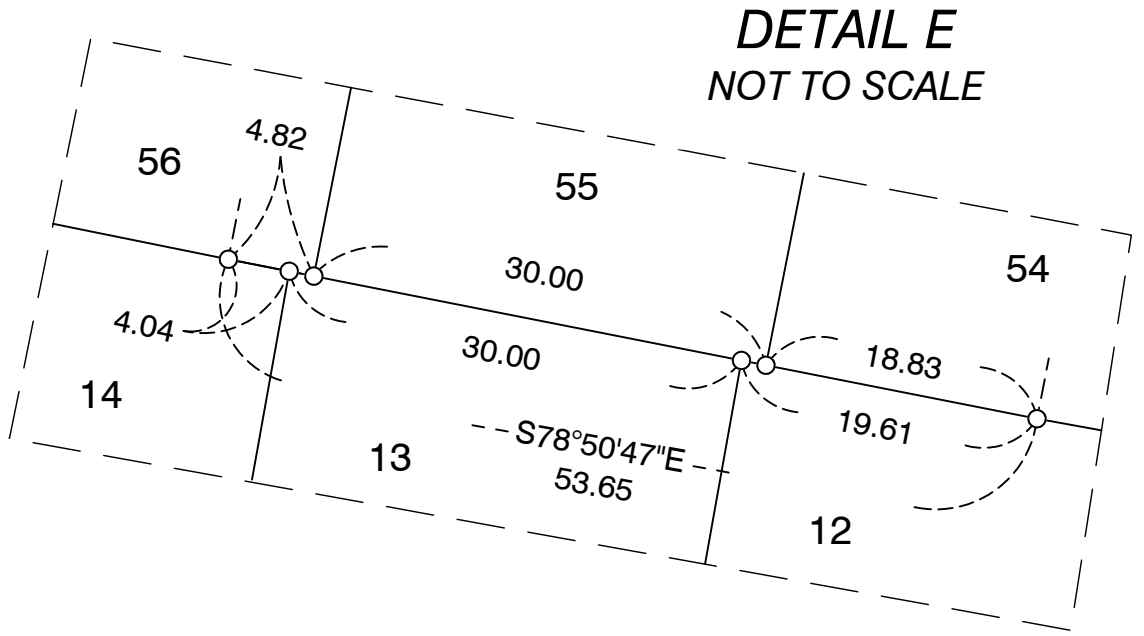
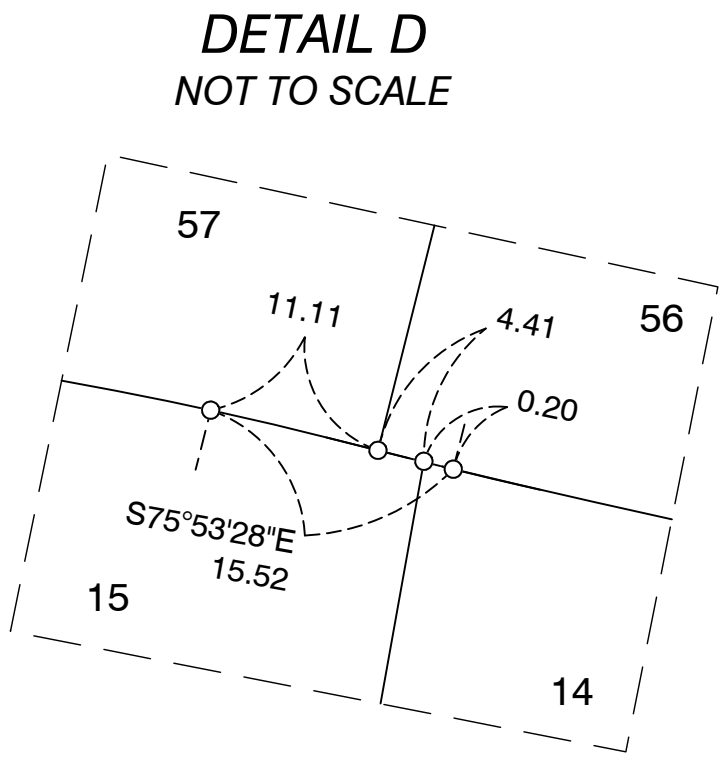
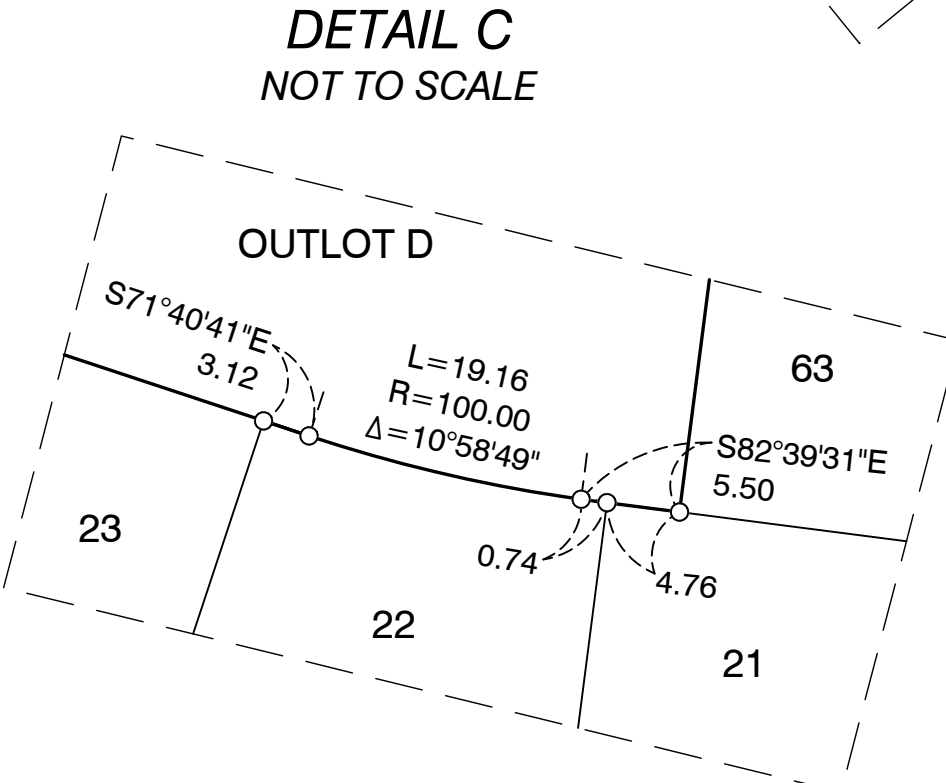
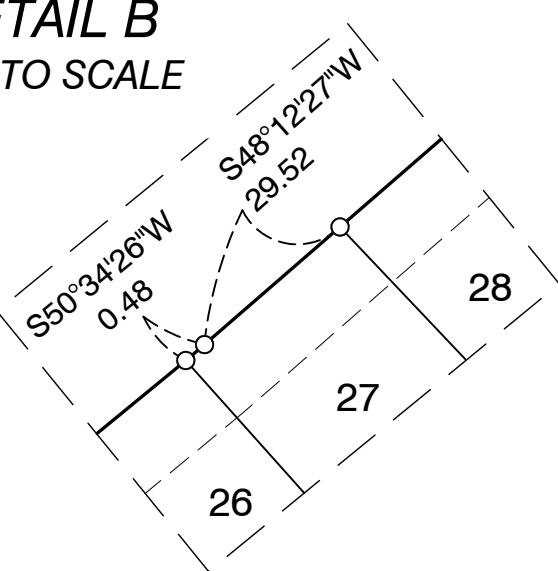
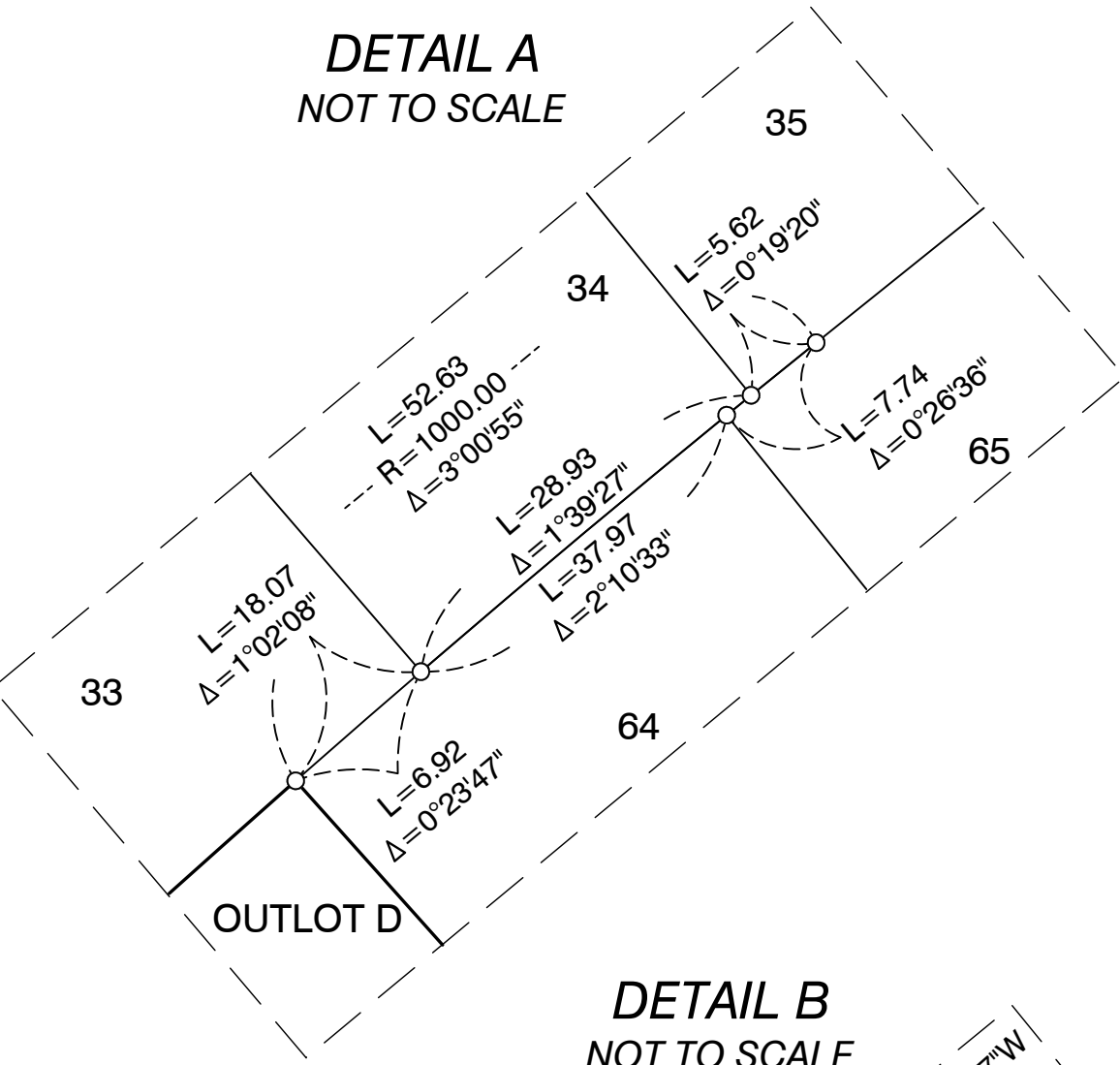


THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED
TO HAVE A BEARING OF N89°45'56"W.

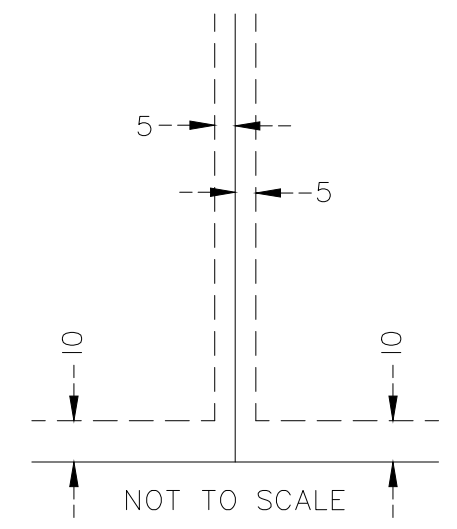
- ▲ Denotes found mag nail
- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- ⊙ Dakota County Aluminum Monument



CANVAS AT INVER GROVE HEIGHTS



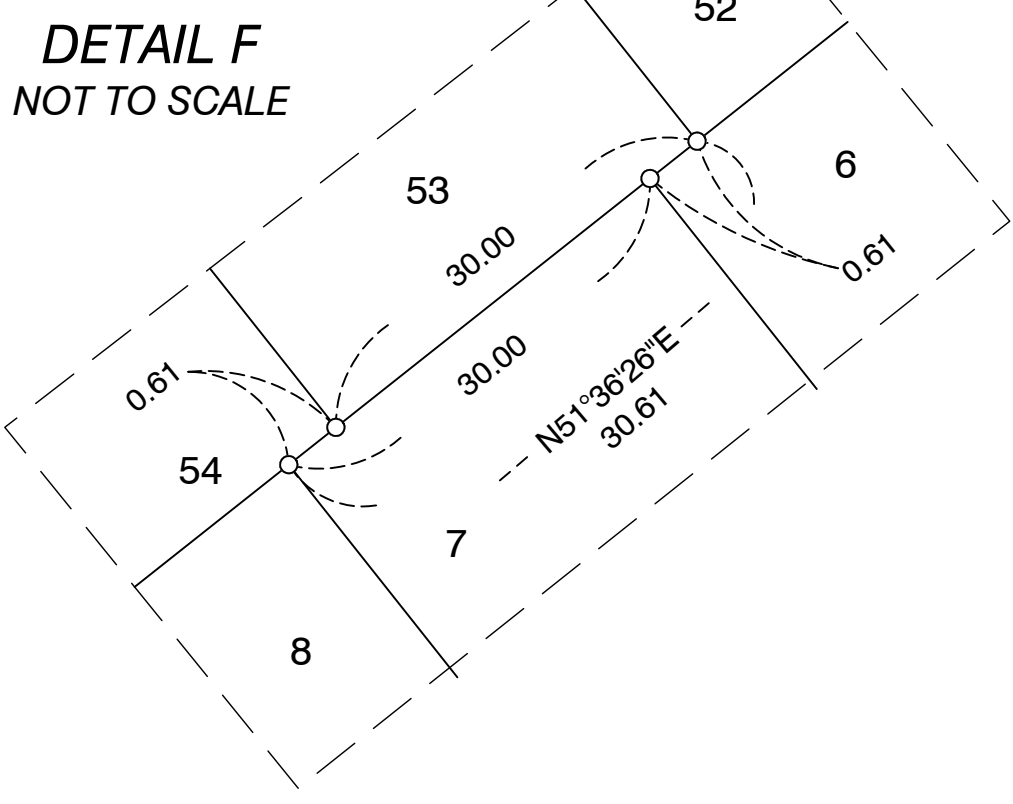
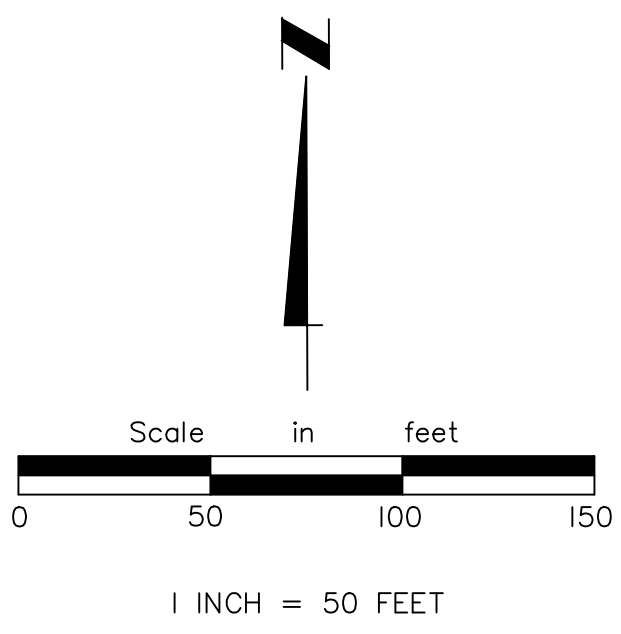
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

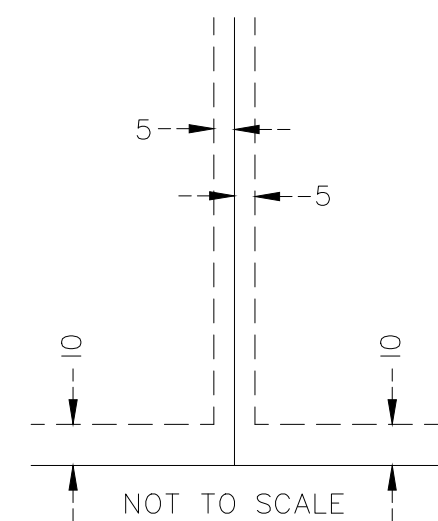
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED TO HAVE A BEARING OF N89°45'56\"/>

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- D & U Denotes drainage and utility easement



INSET A
(see sheet 2 of 4 sheets)

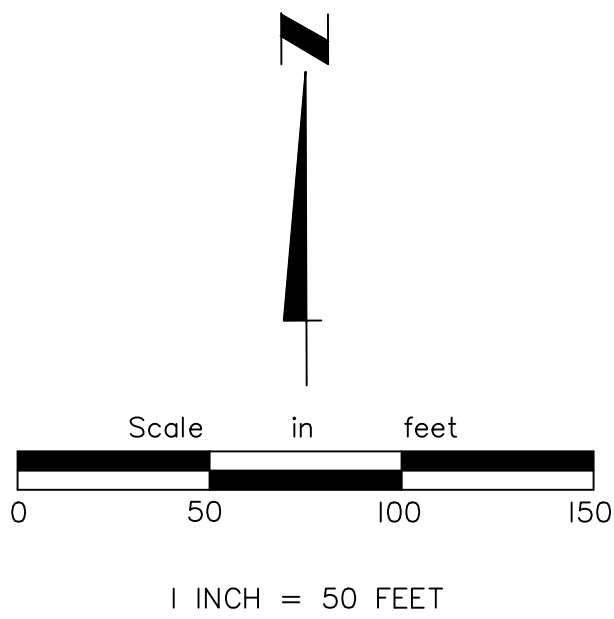
CANVAS AT INVER GROVE HEIGHTS



Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 27, RANGE 22 IS ASSUMED TO HAVE A BEARING OF N89°45'56"W.

- ▲ Denotes found mag nail
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- D & U Denotes drainage and utility easement



INSET B
(see sheet 2 of 4 sheets)

Drawing name: C:\pw_working\projectwise\mwregionld\dms24793\200092cove.dwg Nov 16, 2020 - 4:09pm



733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com



WATERMARK EQUITY GROUP
4000 SHORELINE DRIVE
SPRING LAKE PARK, MN 55384
CONTACT: IAN PETERSON
PHONE: 312-813-5228
EM: ipeterson@wmprops.com

ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE
SUITE 700
MINNEAPOLIS, MINNESOTA 55402
PH: 612-758-3080

MARK RAUSCH
LICENSE NO. 43480
EM: mrausch@alliant-inc.com

PETER GOERS
LICENSE NO. 44110
EM: pgoers@alliant-inc.com

MARK KRONBECK
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com

NO.	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS SURVEY
3-4	DETAILS
5-7	SITE LIGHTING AND SIGNAGE PLAN
8	LANE STRIPING PLAN
9-11	GRADING AND DRAINAGE PLAN
12	TYPICAL PAD - GRADING DETAILS
13-14	GAS PIPELINE PLAN AND PROFILE
15-16	TRAIL PLAN AND PROFILE
17	EROSION AND SEDIMENT CONTROL PLAN
18	SANITARY SEWER AND WATERMAIN PLAN
19-23	SANITARY SEWER AND WATERMAIN PLAN AND PROFILES
24	STORM SEWER PLAN
25-31	STREET AND STORM SEWER PLAN AND PROFILES
32	OUTLET CONTROL STRUCTURE DETAILS
33	REGIONAL STORM SEWER PLAN
34	STREET INTERSECTION DETAILS
35	TURN LANE PLAN
36-38	LANDSCAPE PLAN
39	LANDSCAPE SCHEDULE AND NOTES

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

COVER SHEET

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

MARK RAUSCH, PE

Date	License No.
------	-------------

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
------	-------

1-16-2020 | FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

1

SHEET 1 OF 39

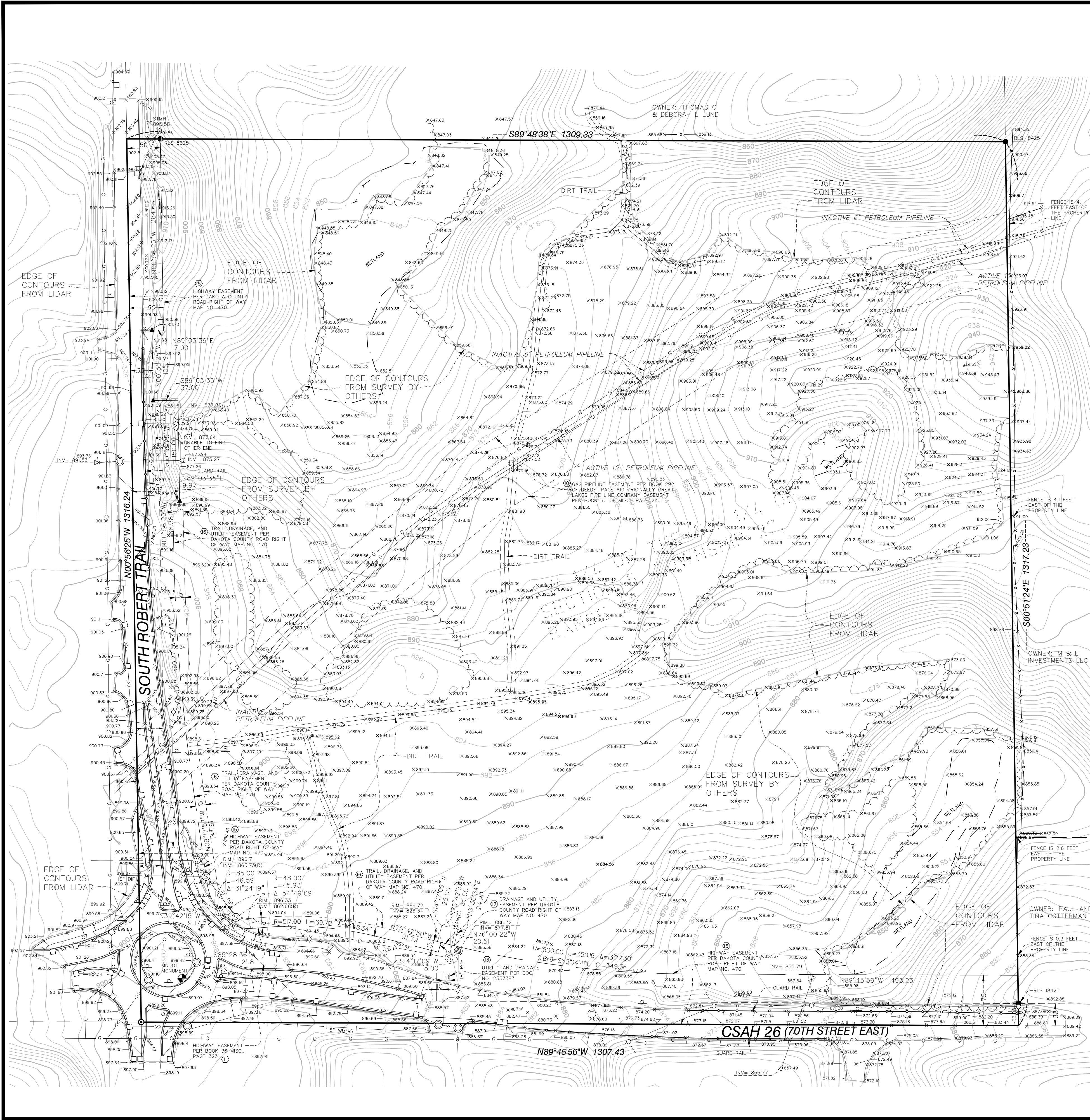


TABLE A ITEMS

- Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses to the corner are shown hereon.
- There is no assigned address to subject property per the Dakota County GIS tax records.
- The property lies within an area of minimal flood hazard and does not have a printed map according to the Federal Emergency Management Agency (FEMA) website.
- The area of the above described property is 1,722,460 square feet or 39.542 acres.
- Vertical relief per contour intervals, datum, and originating benchmark are shown herein.
- Substantial features observed in the process of conducting fieldwork, are shown hereon.
- The locations of existing utilities on or serving the property are depicted based on Gopher State One Call Ticket No. 201401884, available city maps, records and observed evidence locations. Lacking excavation, underground utility locations may not be exact. Verify critical utilities prior to construction or design.
- Names of adjoining owners are depicted based on Dakota County GIS tax information.
- No evidence of recent earth moving work at the time our field work was performed.
- Wetland delineated by Westwood Professional Services, Inc. on 4/20/15. Delineation re-approved by Dakota County SWCD, valid through 6/8/2025.

PROPERTY DESCRIPTION

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota.

Abstract Property

CERTIFICATION

To Watermark Equity Group, LLC, an Illinois limited liability company; IMH Special Asset NT 175-IGH, LLC, and Arizona limited liability company; and Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company:

This is to Certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6, 11, 13, 16 and 18 of Table A thereof. The field work was completed on June 8, 2020.

Date of Plat or Map:

REVIEW COPY

Peter D. Goers, Professional Land Surveyor
Minnesota License No. 44110
Email: pgoers@alliant-inc.com

NOTES

1. This survey and the property description shown here on are based upon information found in the commitment for title insurance prepared by Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company, file no. 57189, dated May 7, 2020.

2. The locations of underground utilities are depicted based on Gopher State One Call, available city maps, records and field locations and may not be exact. Verify critical utilities prior to construction or design.

3. The basis of bearings is based on Dakota County Coordinate System NAD83 (96 adj.).

4. All distances are in feet.

5. Benchmark: MnDOT monument 1908 E, in southeast section of the center roundabout island having an elevation of 897.56 feet NAVD 88.

6. Survey related exceptions set forth in Schedule B, Section Two of the Title Commitment:

Item no. 10 references an Easement for pipe line purposes, in favor of Great Lakes Pipe Line Company, its successors and assigns, as created in document dated March 13, 1931, filed May 8, 1931, in Book 41 of Miscellaneous, Page 323.
Amended by Partial Release of Right of Way Agreement dated August 24, 1965, filed September 13, 1965, in Book 60 of Miscellaneous, Page 230.
Assigned to Williams Brothers Pipe Line Company by Deed dated March 15, 1966, filed April 4, 1966, in Book 292 of Deeds, Page 323. Documents are not available and information is depicted per survey provided by others.

Item no. 11 references Terms and conditions of and easements contained in Highway Easement, dated February 18, 1928, filed April 10, 1928, in Book 36 of Miscellaneous, Page 323. Documents are not available and information is depicted per survey provided by others.

Item no. 12 references Subject to the right of way of County State Aid Highway No. 26 (East 70th Street) as presently laid out and traveled. Depicted on survey.

Item no. 13 references an Easement for permanent utility and drainage purposes, in favor of the City of Inver Grove Heights, a Minnesota municipal corporation, as created in Permanent Utility and Drainage Easement and Temporary Construction Easement dated October 5, 2007, filed November 21, 2007, as Document No. 2557383. Depicted on survey.

Item no. 14 references Terms and conditions of and easements contained in Encroachment Agreement dated August 6, 2012, filed August 10, 2012, as Document No. 2886577, by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, and Zayo Group, LLC, a Delaware limited liability company. Not plottable.

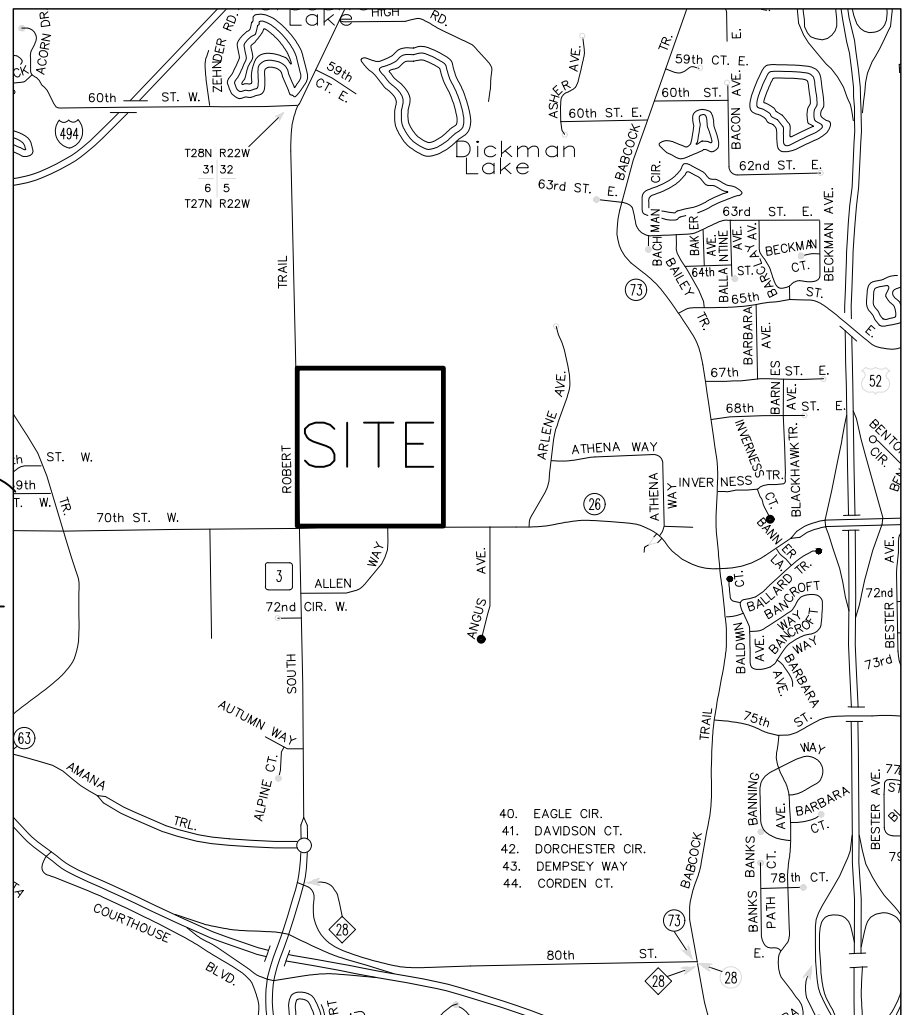
Item no. 15 references an Easement for highway purposes, in favor of Dakota County, as created in Highway Easement dated December 19, 2017, filed January 9, 2018, as Document No. 3231653. The easement is depicted in Parcel 4 of Dakota County Road Right of Way Map No. 470 filed January 9, 2018, as Document No. 3231649. Depicted on survey.

Item no. 16 references an Easement for trail, drainage and utility purposes, in favor of Dakota County, as created in Trail, Drainage Utility Easement dated December 19, 2017, filed January 9, 2018, as Document No. 3231656. The easement is depicted in Parcel 4 of Dakota County Road Right of Way Map No. 470 filed January 9, 2018, as Document No. 3231649. Depicted on survey.

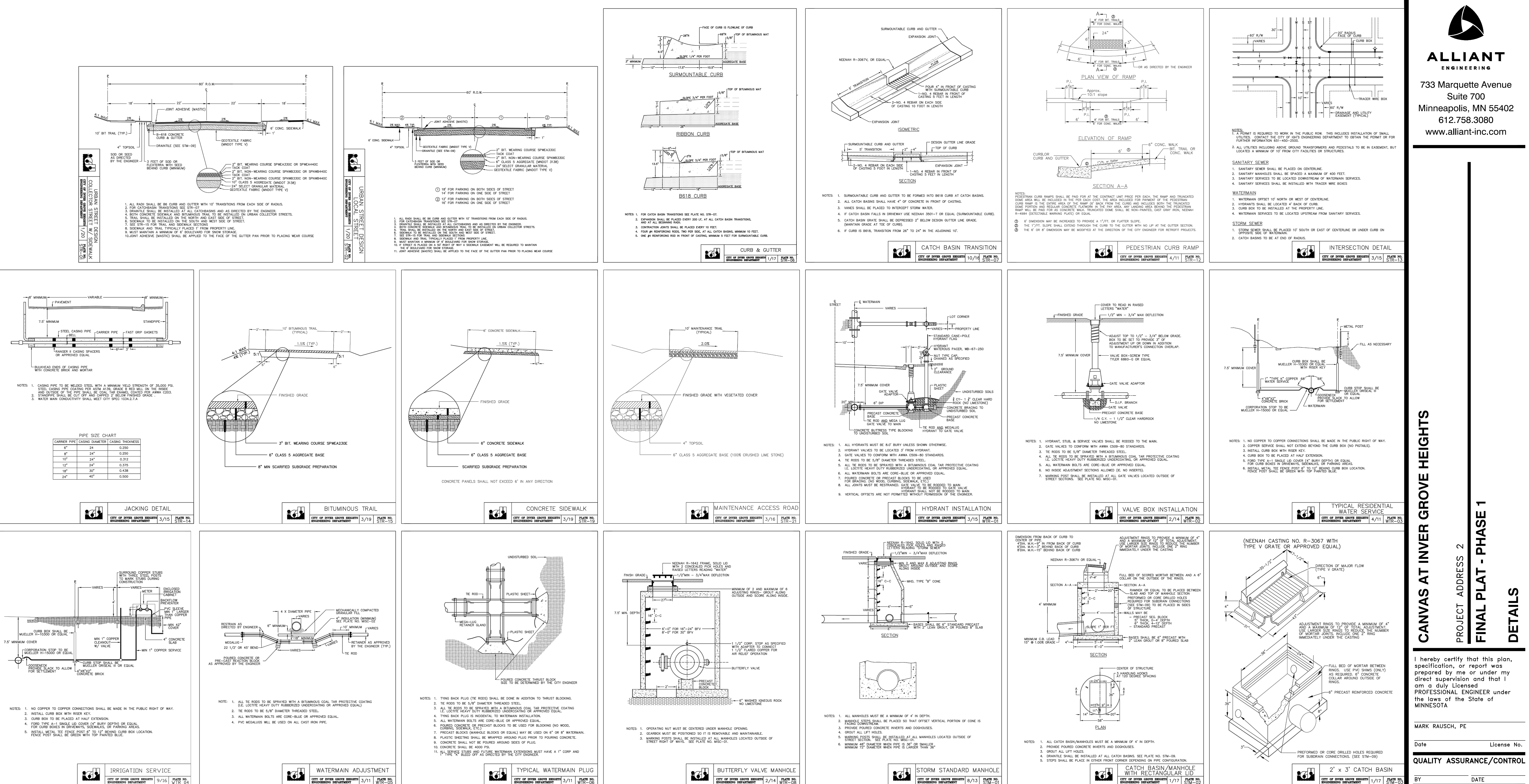
Item no. 17 references an Easement for drainage and utility purposes, in favor of Dakota County, as created in Drainage and Utility Easement dated December 19, 2017, filed January 9, 2018, as Document No. 3231656. The easement is depicted in Parcel 4 of Dakota County Road Right of Way Map No. 470 filed January 9, 2018, as Document No. 3231649. Depicted on survey.

Item no. 18 references Terms and conditions of and easements contained in Encroachment Agreement dated April 24, 2019, filed May 17, 2019, as Document No. 3305287, by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, and Dakota County, a political subdivision of the State of Minnesota. Not plottable.

VICINITY MAP
NOT TO SCALE



Drawing name: C:\new_working\projectwise\mreserial\dms24793\2009092detail.dwg Nov 16, 2020 - 3:27pm



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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092



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CANVAS AT INVER GROVE HEIGHTS

PROJECT ADDRESS 2

FINAL PLAT - PHASE 1

DETAILS

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Date	License No.
------	-------------

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____

DATE	ISSUE
------	-------

A blank coordinate plane with a horizontal x-axis and a vertical y-axis intersecting at the origin. The axes are represented by thin black lines.

A blank coordinate plane with a horizontal x-axis and a vertical y-axis intersecting at the origin. The axes are represented by thin black lines.

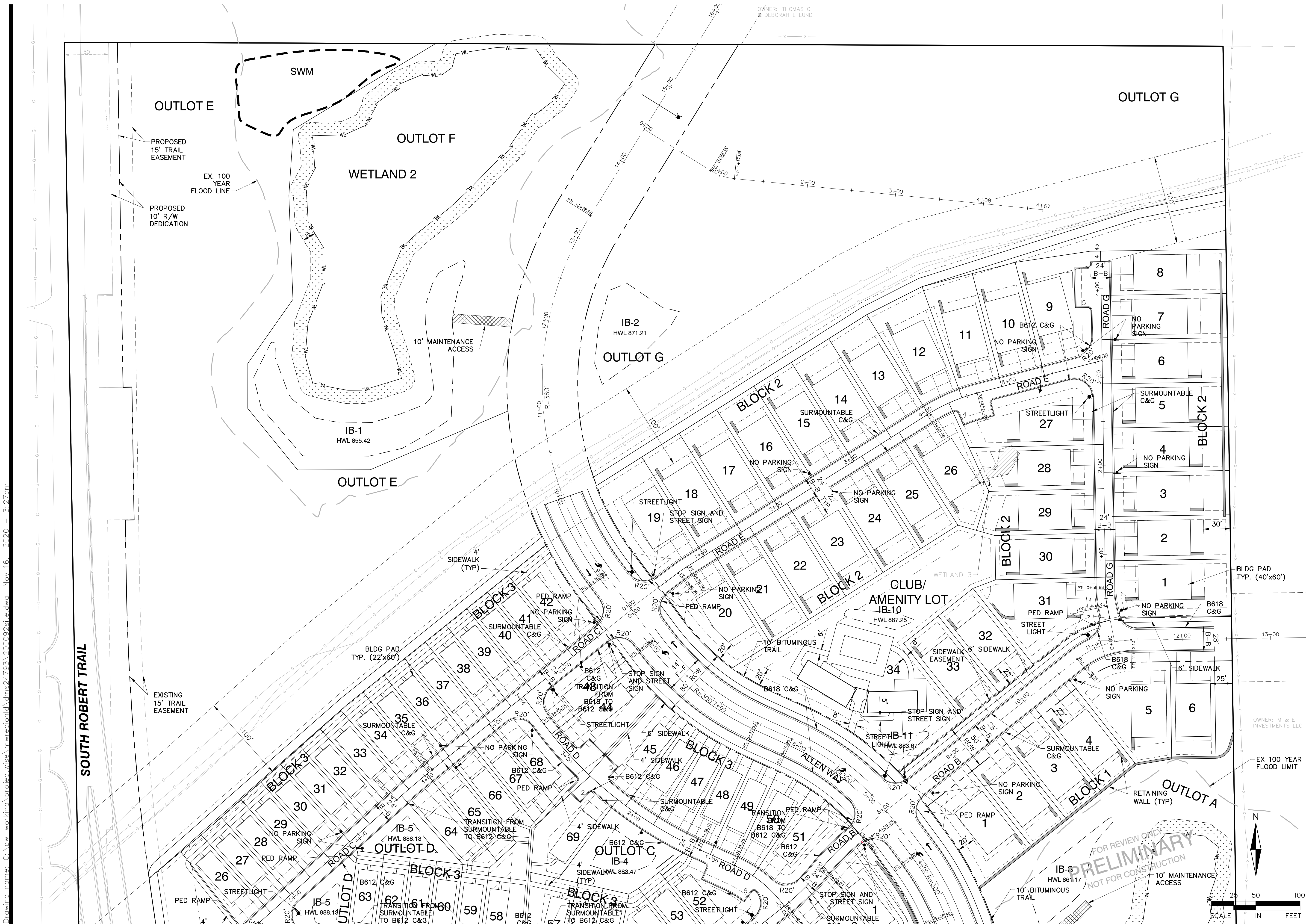
PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

Drawing name: C:\new_working\projectwise\mregion\dms24793\200092\site.dwg Nov 16, 2020 3:27pm



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

SITE, LIGHTING, AND SIGNAGE PLAN

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MARK RAUSCH, PE
Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE
DATE ISSUE
11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

6

SHEET 6 OF 39

Drawing name: C:\new_working\projectwise\mregion\dms24793\200902\site.dwg Nov. 16, 2020 3:27pm

SOUTH ROBERT TRAIL



CANVAS AT INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
FINAL PLAT - PHASE 1
SITE, LIGHTING, AND SIGNAGE PLAN

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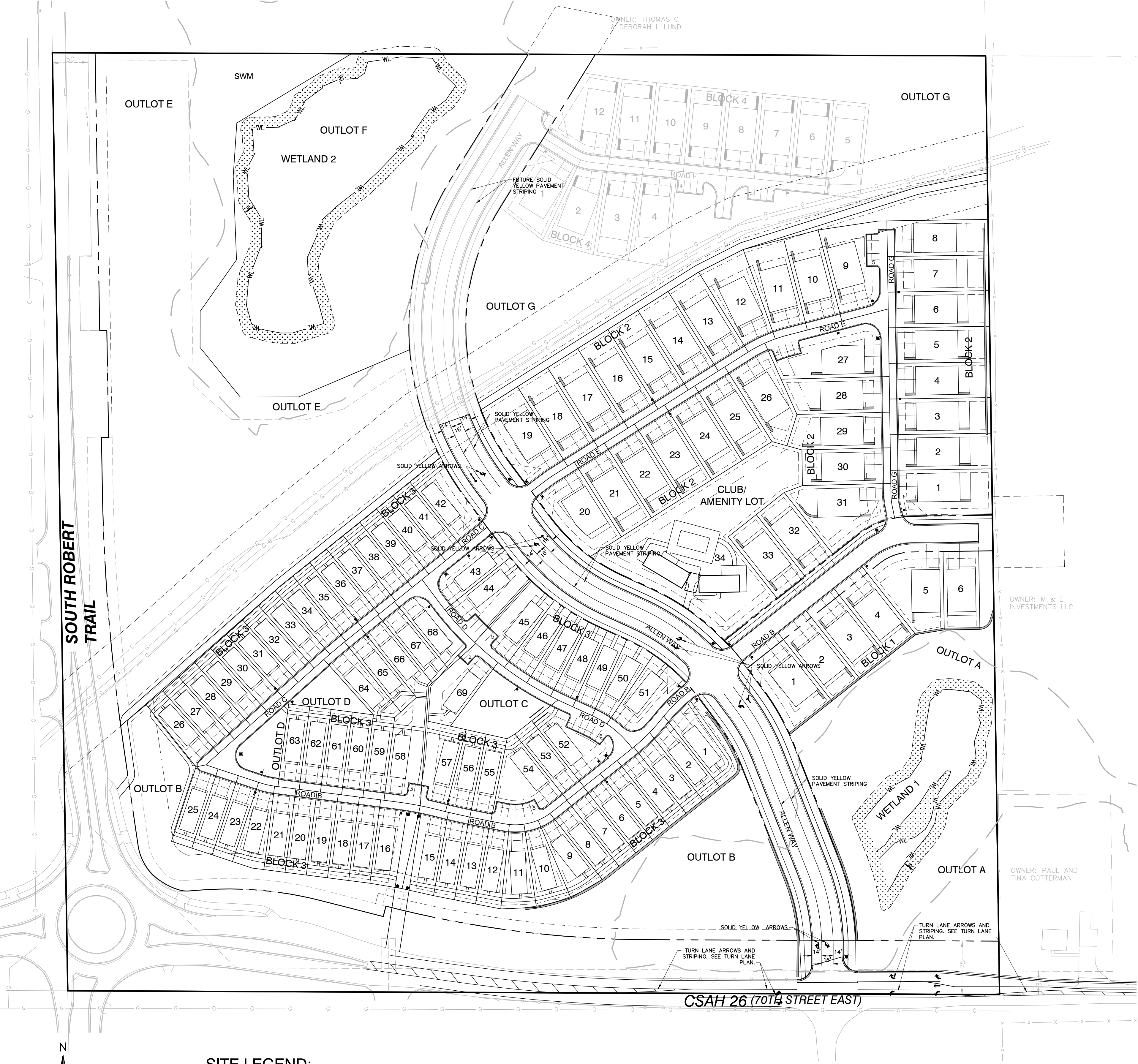
MARK RAUSCH, PE
Date License No.

QUALITY ASSURANCE/CONTROL

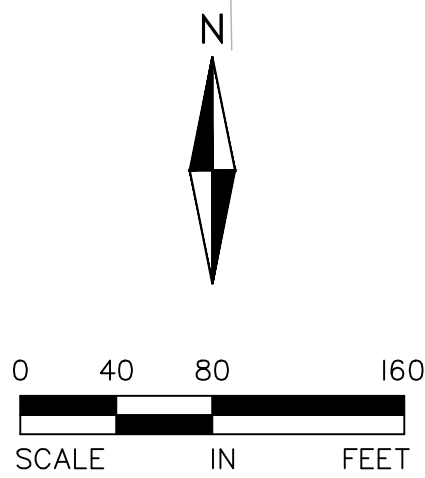
BY DATE
DATE **ISSUE**
11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

Drawing name: C:\new_working\projectwise\mvrregion\dm24793\200092\striping.dwg Nov 16, 2020 3:27pm



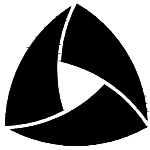
LANE STRIPING DESIGN SHOWN IS PRELIMINARY. FINAL LANE STRIPING TO BE COORDINATED WITH THE CITY OF INVER GROVE HEIGHTS.



SITE LEGEND:

- | | | | |
|-----------|-------------------|-----------|---|
| — | PROPERTY LINE | — WL — | EXISTING WETLAND |
| - - - | RIGHT-OF-WAY LINE | - - - - - | WETLAND BUFFER |
| — | LOT LINE | [Pattern] | WETLAND BUFFER AREA (SEE WETLAND MANAGEMENT PLAN) |
| - - - - - | EASEMENT LINE | — | PROPOSED CURB AND GUTTER |
| - . - . - | SETBACK LINE | — | PROPOSED RETAINING WALL |

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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

LANE STRIPING PLAN

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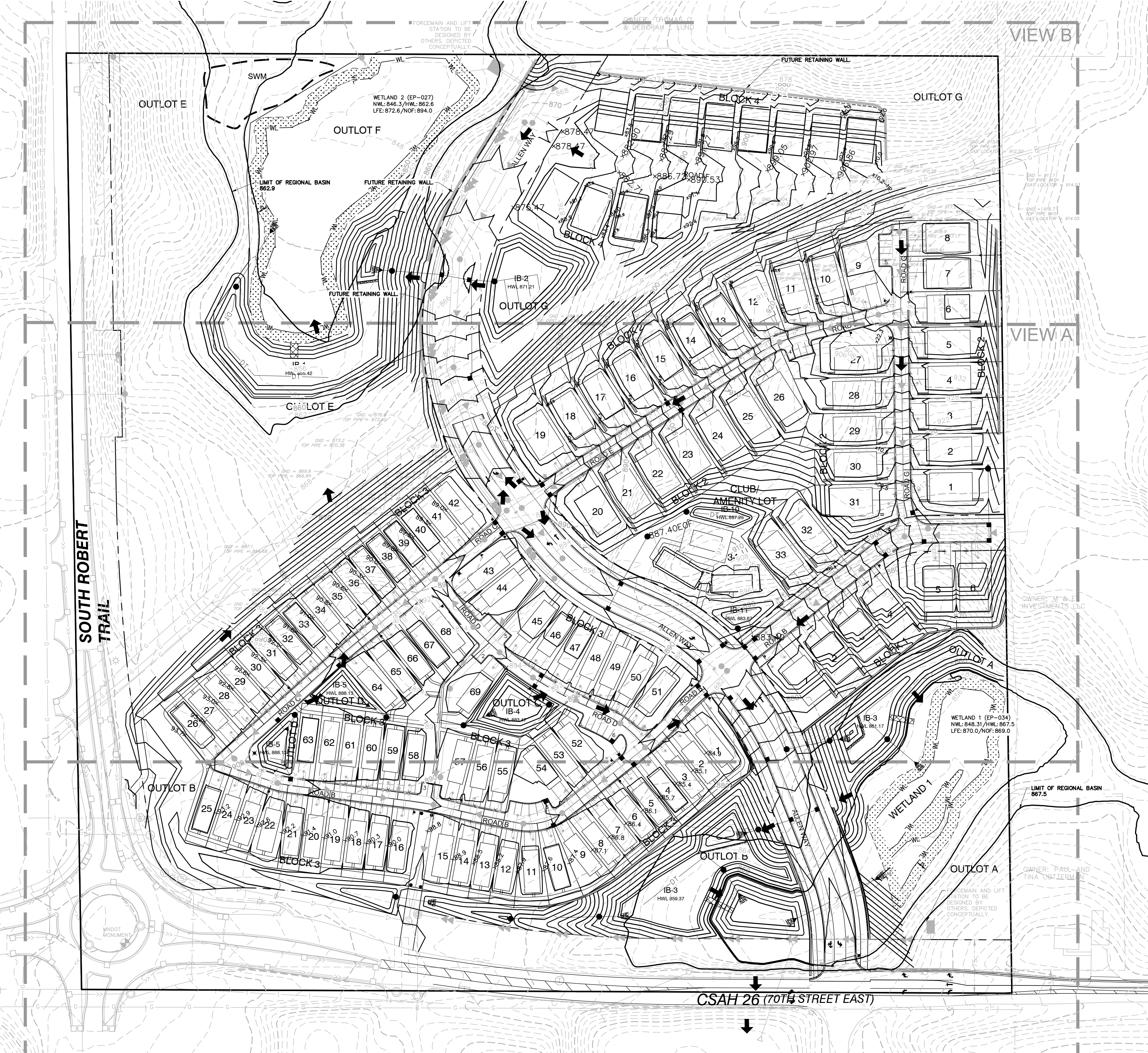
MARK RAUSCH, PE
Date _____ License No. _____

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____
DATE _____ ISSUE _____
11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

Drawing name: C:\new_working\projectwise\mregion\dm24793\2008092grad.dwg Nov 16, 2020 3:28pm



GRADING LEGEND:

---789---	EXISTING CONTOUR	■	PROPOSED CATCH BASINS
---789---	PROPOSED CONTOUR	—>—	PROPOSED STORM SEWER
---	PROPOSED RETAINING WALL	—TW 70.0	TOP OF WALL ELEVATION
x62.44 x62.44	PROPOSED TC, CL ELEVATION	—BW 66.0	BOTTOM OF WALL ELEVATION
x62.4 x62.4	PROPOSED SPOT ELEVATION	---	PROPERTY LINE
1.0%	DIRECTION OF DRAINAGE	---	LOT LINE
→	EMERGENCY OVERTFLOW ROUTING	---	EASEMENT LINE
		---	EOL ROUTING

GRADING NOTES:

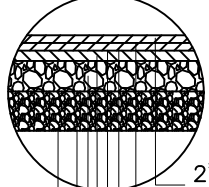
- ALL FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 2.0%. ALL SWALES SHALL HAVE A MINIMUM SLOPE OF 2.0%.
- THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND WATERSHED.
- NOTIFY GOPHER STATE ONE CALL, AT (800)252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
- ALL IMPROVEMENTS TO CONFORM WITH CITY OF INVER GROVE HEIGHTS CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
- ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
- REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
- STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
- PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 4" TOPSOIL.
- THE GENERAL CONTRACTOR MUST DISCUSS DEWATERING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES REQUIREMENTS. IF DEWATERING IS REQUIRED DURING CONSTRUCTION, CONTRACTOR SHOULD CONSULT WITH EROSION CONTROL INSPECTOR AND ENGINEER TO DETERMINE APPROPRIATE METHOD.
- REFER TO EROSION CONTROL PLAN FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATIONS.
- ALL 3:1 SLOPES SHALL BE AMENDED WITH A MINIMUM OF 2.5 INCHES OF COMPOST ROTOTILLED TO A DEPTH OF 8 INCHES AND REINFORCED WITH EROSION CONTROL BLANKET WITH NATURAL NETTING AND STITCHING.
- INFILTRATION BASINS SHALL NOT BE CONSTRUCTED UNTIL THE CONTRIBUTORY DRAINAGE AREAS ARE ESTABLISHED.
- INFILTRATION BASINS SHALL NOT BE EXCAVATED UNTIL THEY ARE READY FOR CONSTRUCTION.
- INFILTRATION BASIN LOCATIONS SHALL BE PROTECTED FROM COMPACTION AND SILTATION DURING SITE GRADING AND HOME CONSTRUCTION ACTIVITIES.

RETAINING WALL NOTES:

RETAINING WALL MASS GRADING PREPARATION

- ALL RETAINING WALLS SHALL BE ROUGH GRADED AT A 2:1 SLOPE WITH BASE OF SLOPE AT PROPOSED WALL FACE.
- THE RETAINING WALL SLOPE AREAS ARE TO BE MAINTAINED UNTIL RETAINING WALL CONSTRUCTION OCCURS. ANY EROSION SHALL BE REMEDIED AND RESTORED.
- BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.
- INSTALL SAFETY RAILING ATOP ALL WALLS WHERE REQUIRED BY CODE.
- SAFETY RAILING TO BE 4' BLACK CHAIN LINK FENCE.
- RETAINING WALL CONTRACTOR AND/OR RETAINING WALL STRUCTURAL ENGINEER ARE RESPONSIBLE TO REVIEW CIVIL SITE ENGINEERING DRAWINGS. ANY OBSERVED CONCERNS WITH CIVIL SITE ENGINEERING DESIGN ELEMENTS RELATED TO RETAINING WALLS THAT REQUIRE MODIFICATIONS TO THE CIVIL SITE DESIGN IS THEIR RESPONSIBILITY TO COORDINATE WITH PROJECT OWNER AND CIVIL SITE ENGINEER. IF NO COORDINATION IS REQUESTED IT SHALL BE UNDERSTOOD THAT ALL CONDITIONS WITHIN THE CIVIL SITE DESIGN AND PLANS ARE ACCEPTABLE AND ABLE TO BE PROVIDED FOR IN THE RETAINING WALL DESIGN AND CONSTRUCTION.
- RETAINING WALLS ARE TO BE FINAL DESIGNED AND PERMITTED BY OTHERS.

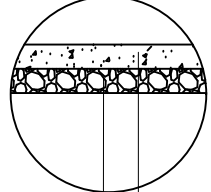
COLLECTOR ROAD



(INSET B)

- 2" TYPE WEARING COURSE MIX SPWEA330C OR SPWEA440C TACK COAT
- 2" TYPE NON-WEARING COURSE MIX SPWEA330C OR SPWEA440C TACK COAT
- 2" TYPE NON-WEARING COURSE MIX SPWEA330C OR SPWEA440C
- 10" AGGREGATE BASE CLASS 5 (MNDOT 3138)
- 24" SELECT GRANULAR MATERIAL GEOTEXTILE FABRIC MNDOT TYPE V

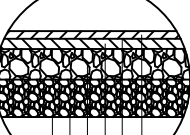
CONCRETE SIDEWALK



- 6" CONCRETE
- 6" AGGREGATE BASE CLASS 5

PRIVATE ROAD & 50' ROW

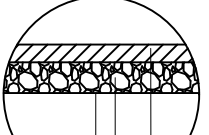
SECTION



(INSET A)

- 2" WEARING COURSE MIX SPWEA330C TACK COAT
- 2" NON-WEARING COURSE MIX SPWEA330C
- 6" AGGREGATE BASE CLASS 5
- 24" SELECT GRANULAR MATERIAL GEOTEXTILE FABRIC

BITUMINOUS TRAIL



- 3" WEARING COURSE MIX (SPWEA230E)
- 6" AGGREGATE BASE CLASS 5
- COMPACTED SUBGRADE

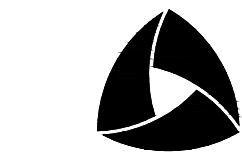
PAVEMENT SECTIONS

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0 40 80 160
SCALE IN FEET



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INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

GRADING AND DRAINAGE PLAN

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MARK RAUSCH, PE

Date License No.

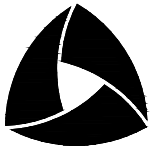
QUALITY ASSURANCE/CONTROL

BY	DATE
DATE	ISSUE
11-16-2020	FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED:	MPR
DRAWN:	SIL, TAS
PROJECT NO:	220-0092

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PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

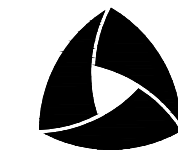
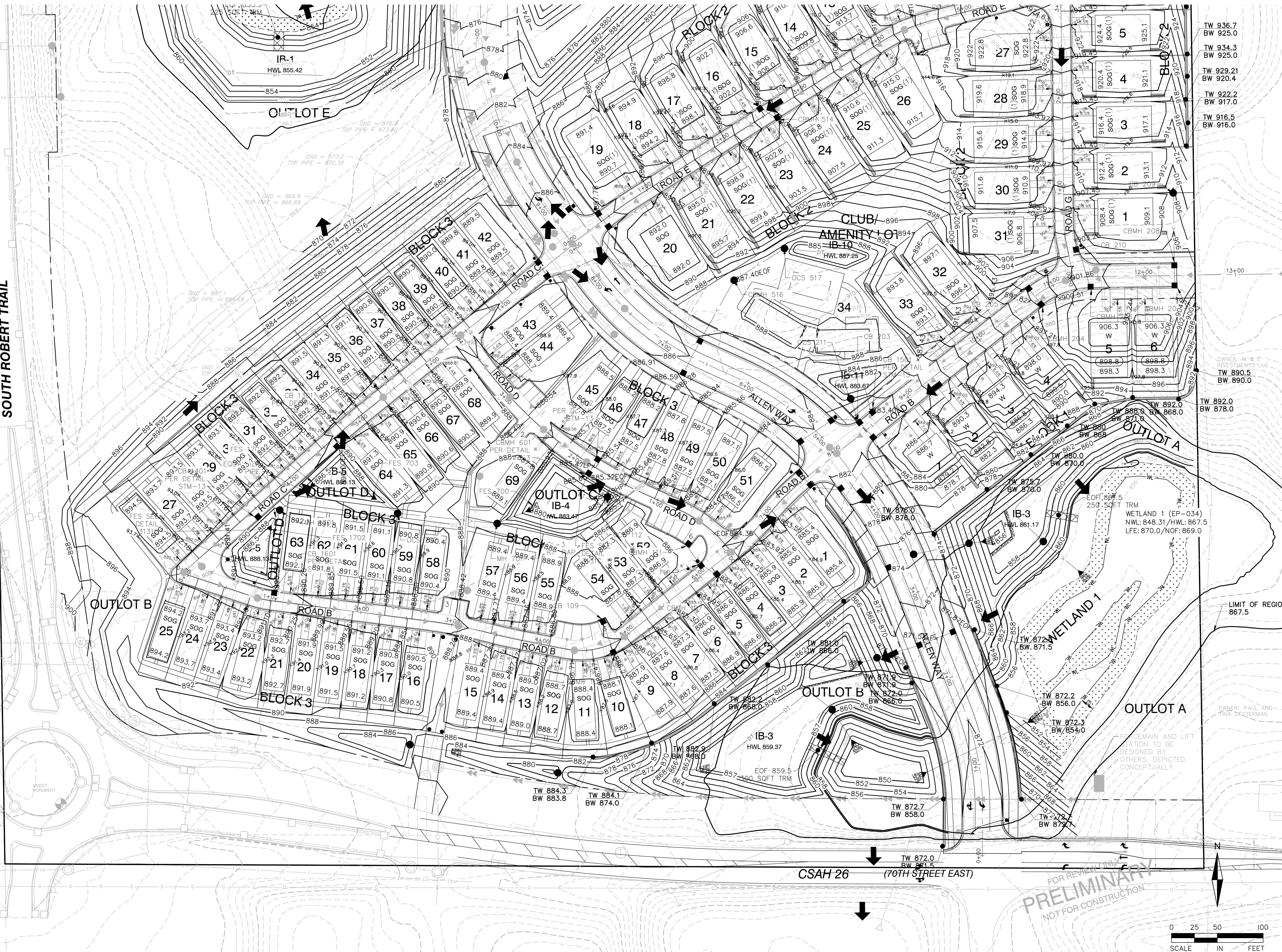
PROJECT NO: 220-0092

10

SHEET 10 OF 39

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SOUTH ROBERT TRAIL



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PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

11

SHEET 11 OF 39



WALKOUT - TYPICAL PAD DETAIL



SLAB ON GRADE (SINGLE FAMILY) - TYPICAL PAD DETAIL



SLAB ON GRADE - TYPICAL PAD DETAIL
(HIGH DENSITY)



BACK OF WALKOUT PAD - TYPICAL CROSS SECTION

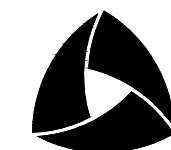
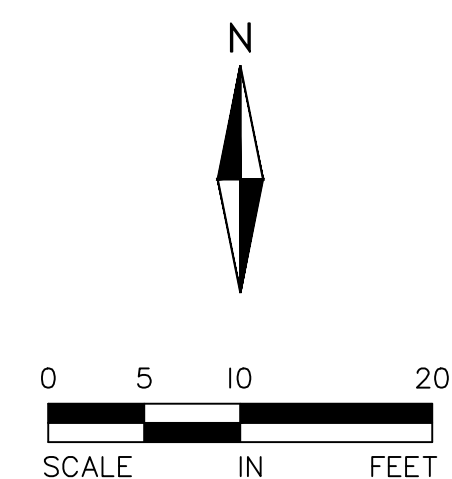


FRONT OF SLAB ON GRADE PAD - TYPICAL CROSS SECTION

GRADING LEGEND:

-
- 789 — EXISTING CONTOUR
 — 789 — PROPOSED CONTOUR
 ——— PROPOSED RETAINING WALL
 x62.44 x362.44 PROPOSED TC, CL ELEVATION
 x62.4 x362.4 PROPOSED SPOT ELEVATION
 1.0% ————— DIRECTION OF DRAINAGE
 FRONT OF PAD
 954.3 — GARAGE FLOOR ELEVATION
 (1) — ADDITIONAL REQUIRED STEPS
 W — BEYOND TYPICAL 0.67' DIFF.
 — HOUSE PAD TYPE
 946.8 — LOWEST FLOOR ELEVATION
 946.3 — REAR ELEVATION
 ■ ● PROPOSED CATCH BASINS
 ——— PROPOSED STORM SEWER
 ● TW 70.0 TOP OF WALL ELEVATION
 — BW 66.0 BOTTOM OF WALL ELEVATION
 ————— PROPERTY LINE
 ————— LOT LINE
 ————— EASEMENT LINE

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TYPICAL PAD - GRADING DETAILS

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DATE	ISSUE
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11-16-2020	FINAL PLAT-PH1 SUBMITTAL
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[illegible]

PROJECT TEAM DATA

DESIGNED:	MPR
REVIEWED:	BY: T.A.S.

DRAWN: SIL, TAS
PROJECT NO: 230-0003

PROJECT NO: 220-0092

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12

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SHEET 12 OF 39

12

SHEET 12 OF 39

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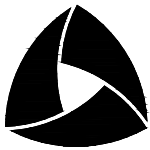
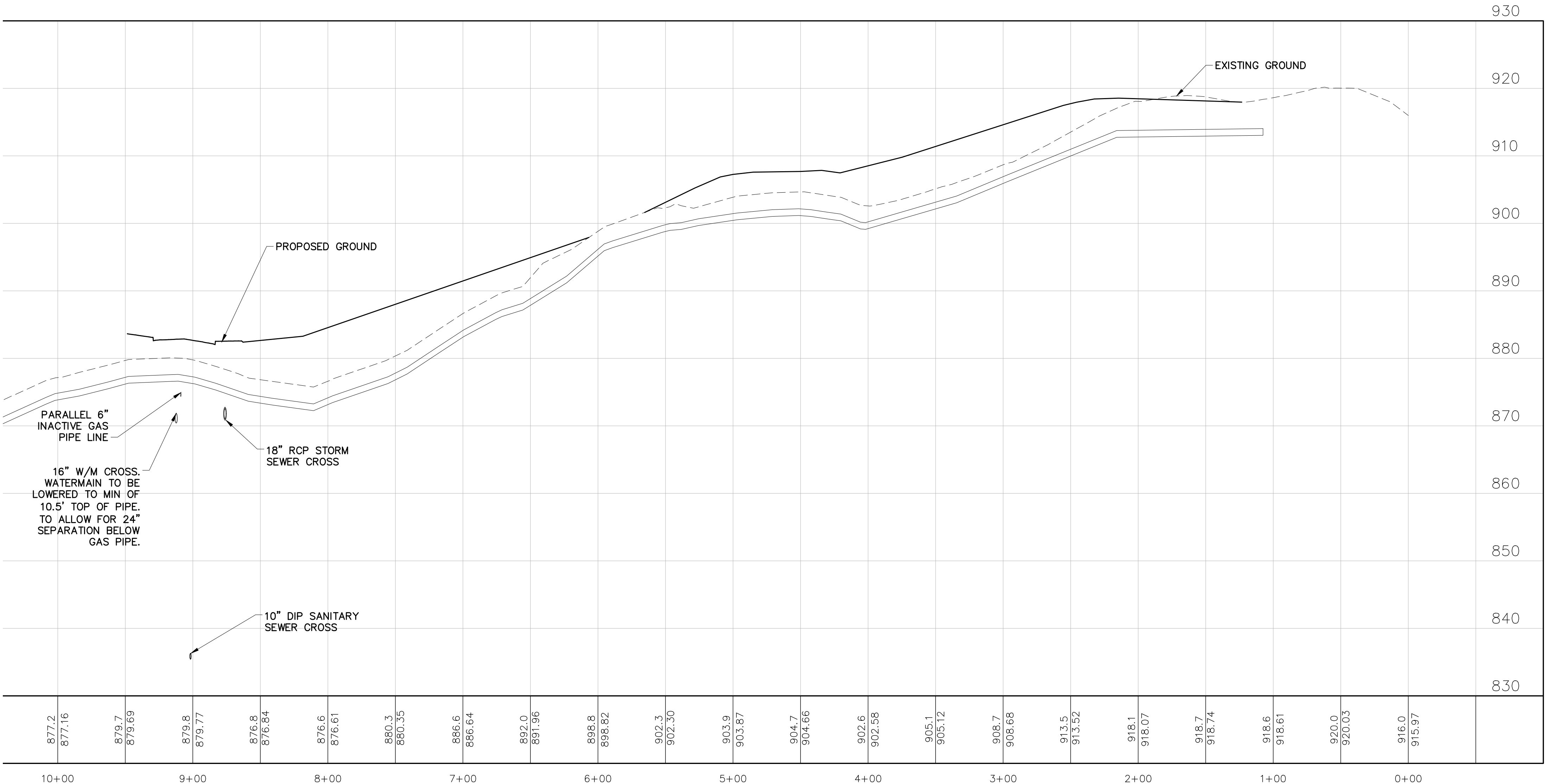
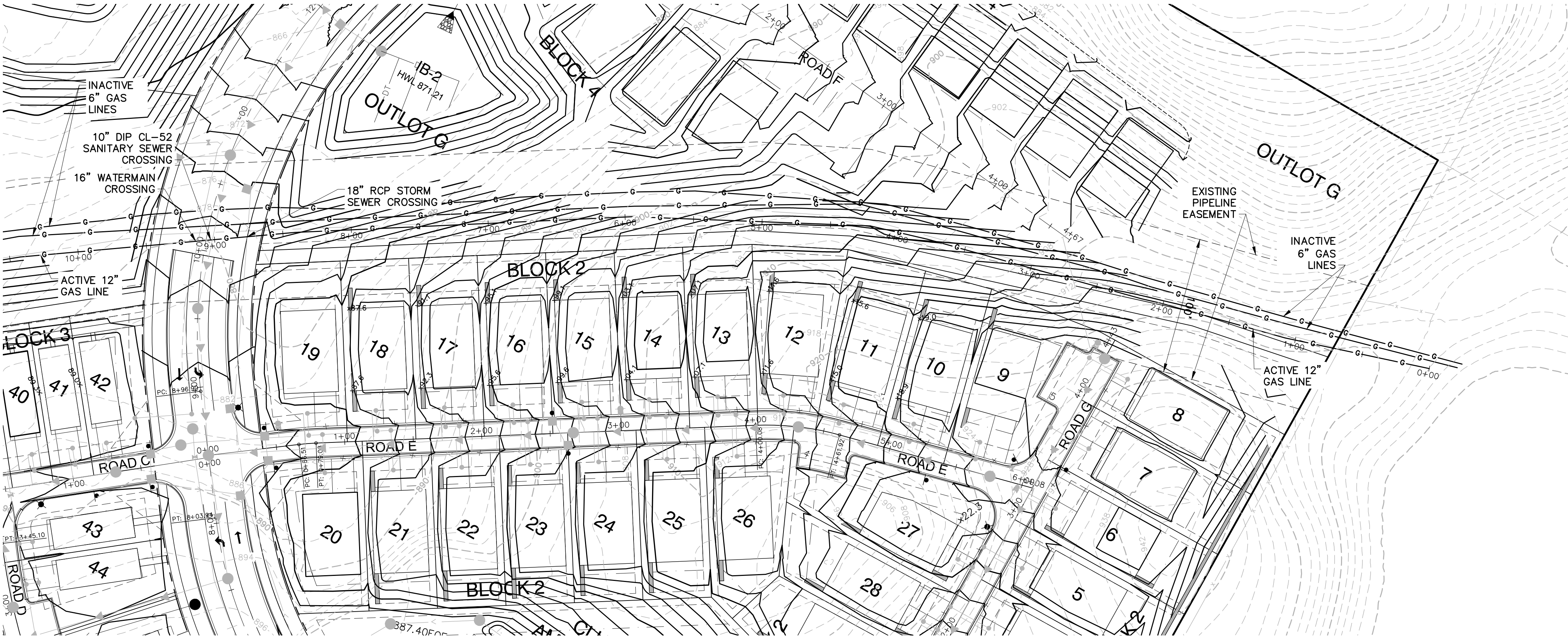
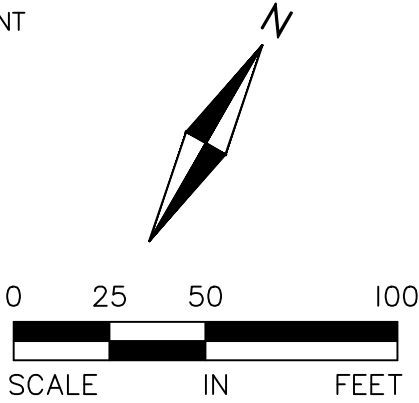
NOTES:

1. CONTRACTOR TO OBTAIN ALL NECESSARY APPROVALS FROM MAGELLAN AND CITY PRIOR TO BEGINNING CONSTRUCTION.
2. CONTRACTOR TO CONTACT MAGELLAN PRIOR TO DOING ANY WORK WITHIN HIGH PRESSURE PIPELINE RIGHT OF WAY.
3. CONTRACTOR SHALL NOT TRANSPORT CONSTRUCTION MATERIALS LONGITUDINALLY OVER THE PIPELINE. ANY NECESSARY CROSSING SHOULD OCCUR AT OR AS NEAR AS POSSIBLE TO 90°.
4. NO TRACK TYPE CONSTRUCTION EQUIPMENT SHALL BE PERMITTED TO PIVOT OR TURN DIRECTLY OVER THE TOP OF THE PIPELINE.
5. A SCRAPER OR PAN TYPE TRACTOR SHALL NOT BE USED FOR REMOVAL OF SOIL WITHIN 10' OF THE PIPELINE.
6. A SHEEPSFOOT ROLLER SHALL NOT BE USED FOR COMPACTION PURPOSES WITHIN 5' OF OR DIRECTLY ABOVE, THE CENTERLINE OF THE PIPELINE.
7. NO VIBRATORY ROLLERS SHALL BE USED WITHIN 3' OF THE CENTERLINE OF THE PIPELINE UNTIL COMPACTED COVER OVER THE PIPELINE HAS REACHED A DEPTH OF 3.5'.
8. ANY EXCAVATION WITHIN 2' OF THE PIPELINE SHALL BE DONE BY HAND.
9. 4.0' MINIMUM COVER MUST BE MAINTAINED AT ALL ROAD CROSSINGS.
10. FOREIGN LINES SHALL CROSS UNDER THE PIPELINE WITH AT LEAST 2' OF VERTICAL SEPARATION.
11. BELOW GROUND PRECAUTIONARY FLAGGING SHALL BE PLACED IN THE DITCH LINE ABOVE THE FOREIGN LINE. WARNING TAPE SHALL BE PLACED AT MINIMUM 15" ABOVE MAGELLAN PIPE. WARNING TAPE SHOULD EXTEND FOR 20' ON EITHER SIDE OF THE CENTERLINE OF THE PIPELINE OR ACROSS THE WIDTH OF THE EASEMENT TRACT.

LEGEND:

- EASEMENT LINE
- - - - - BUILDING SETBACK
- ===== PROPERTY LINE
- ===== LOT LINE
- ROW
- 789--- EXISTING CONTOUR
- 789--- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- ✕ PROPOSED GATE VALVE
- ◆ PROPOSED HYDRANT

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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

GAS PIPELINE PLAN AND PROFILE

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

MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

13

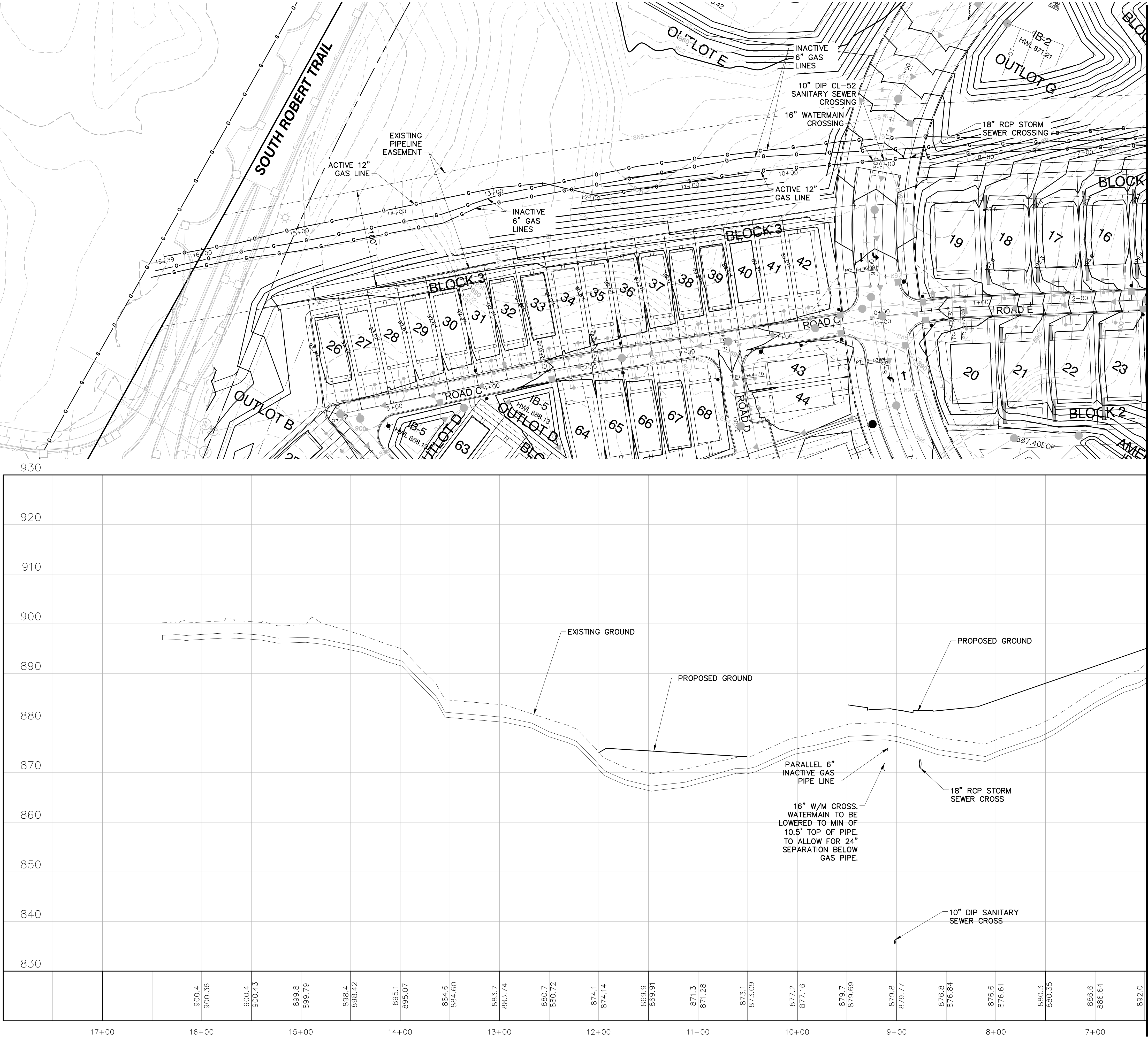
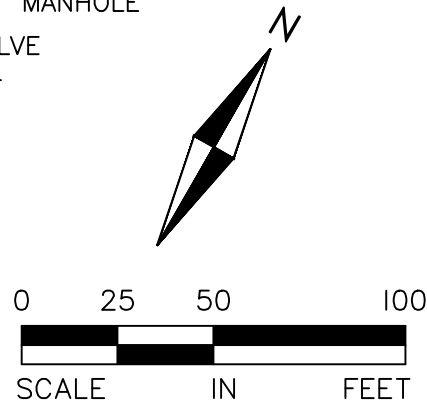
SHEET 13 OF 39

Drawing name: C:\paw_working\projectwise\mnr\region1\dms24793\200092gas.dwg Nov 16, 2020 3:30pm

LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT

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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

GAS PIPELINE PLAN AND PROFILE

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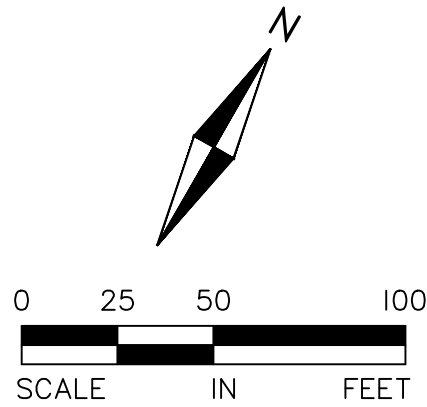
MARK RAUSCH, PE
Date License No.
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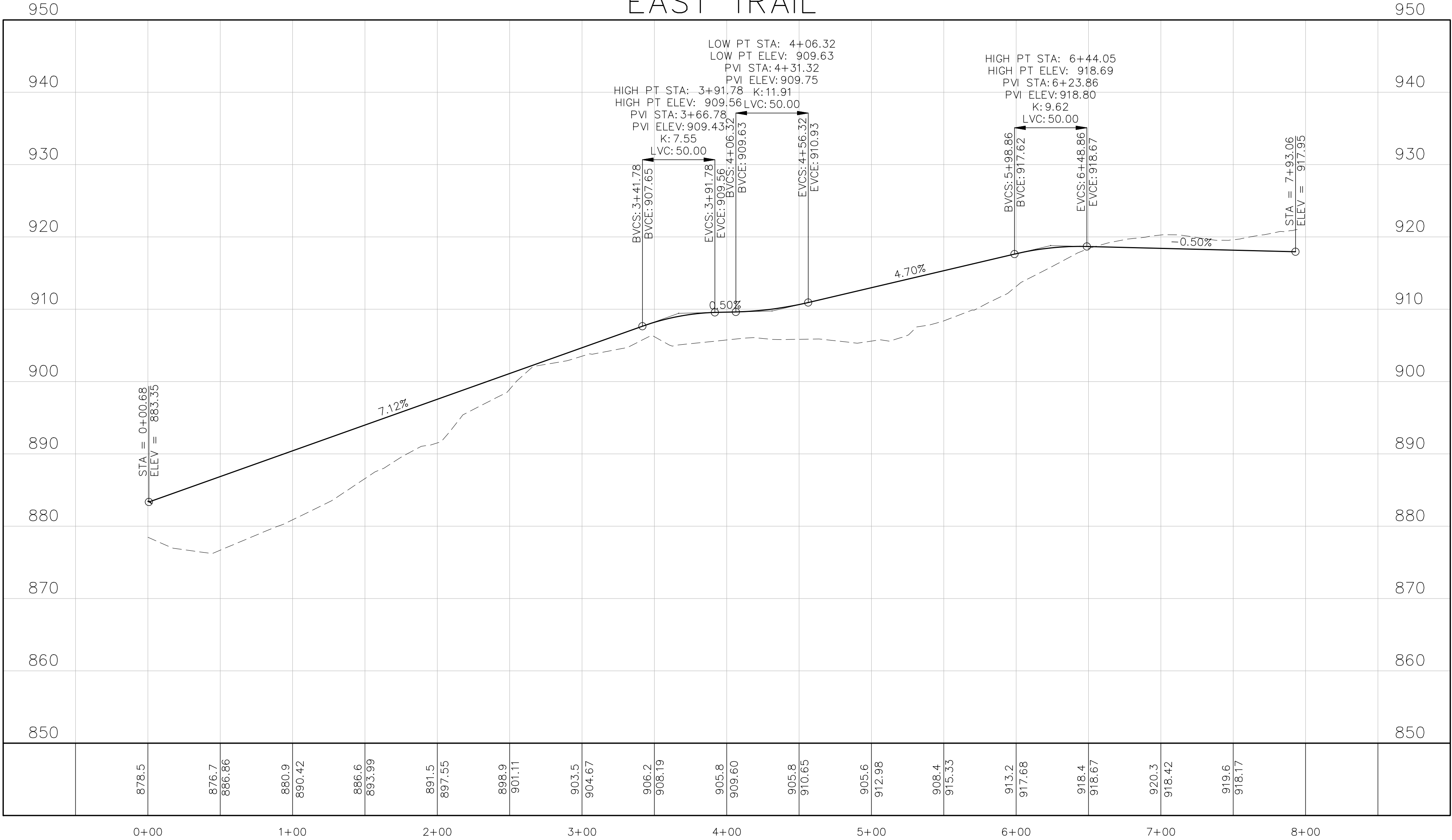
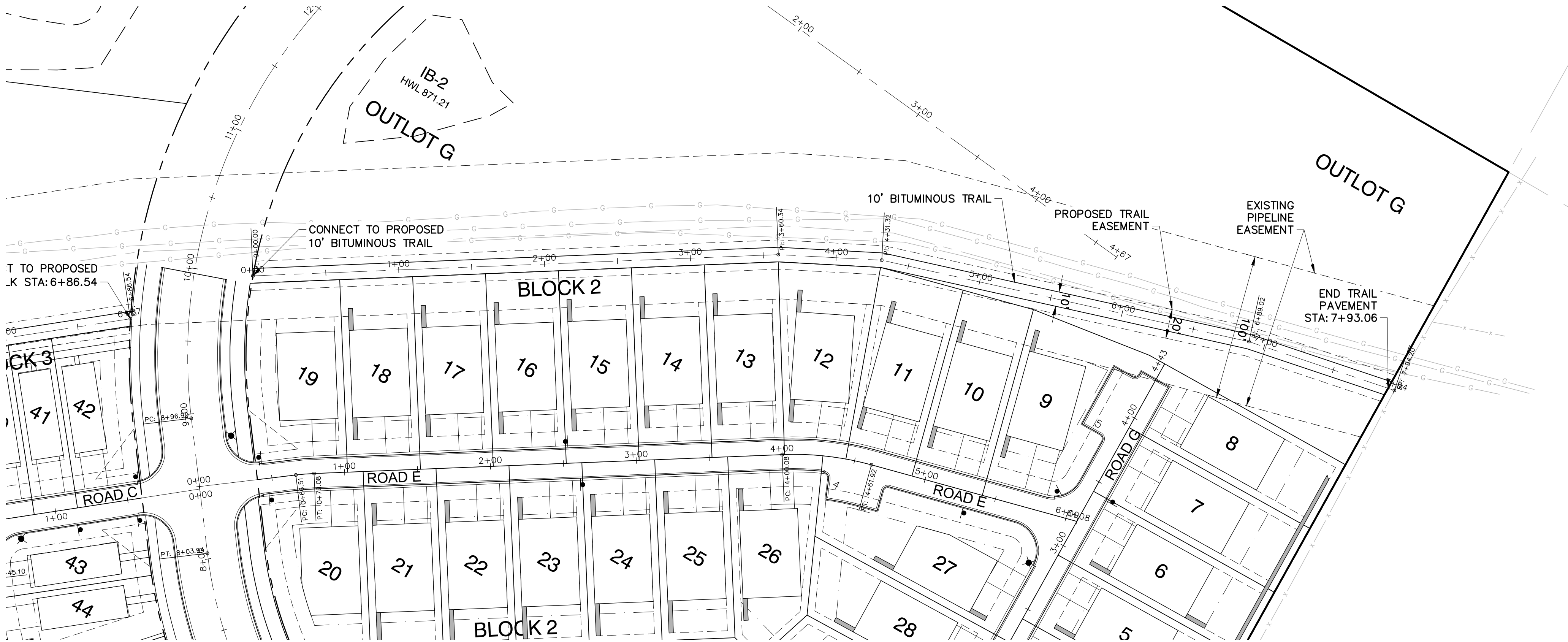
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DRAWN: SIL, TAS
PROJECT NO: 220-0092

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- LEGEND:
- EASEMENT LINE
 - BUILDING SETBACK
 - PROPERTY LINE
 - LOT LINE
 - ROW



CANVAS AT INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
FINAL PLAT - PHASE 1
TRAIL PLAN AND PROFILE

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MARK RAUSCH, PE

Date License No.

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BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

TRAIL PLAN AND PROFILE

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MARK RAUSCH, PE

| Date | License No. |
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QUALITY ASSURANCE/CONTROL

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1-16-2020 FINAL PLAT-PH1 SUBMITTAL

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PROJECT TEAM DATA

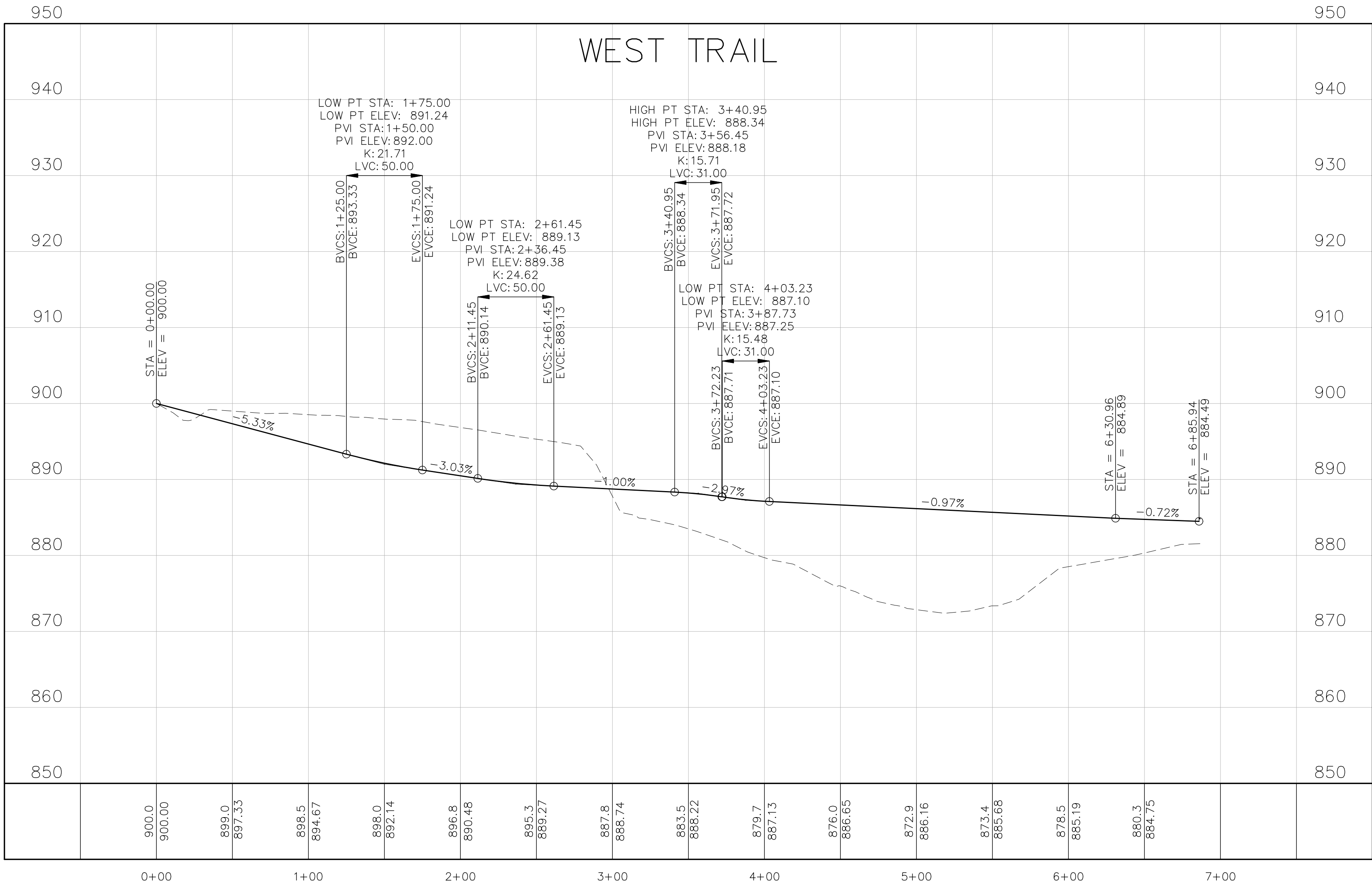
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DRAWN: SIL, TAS

PROJECT NO: 220-0092

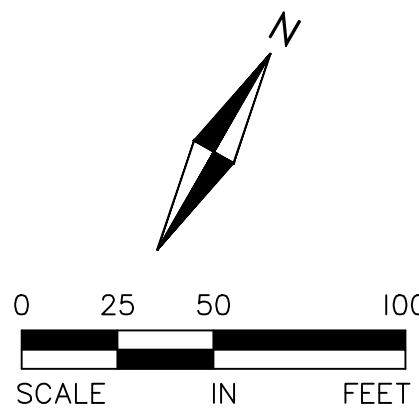
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SHEET 16 OF 39

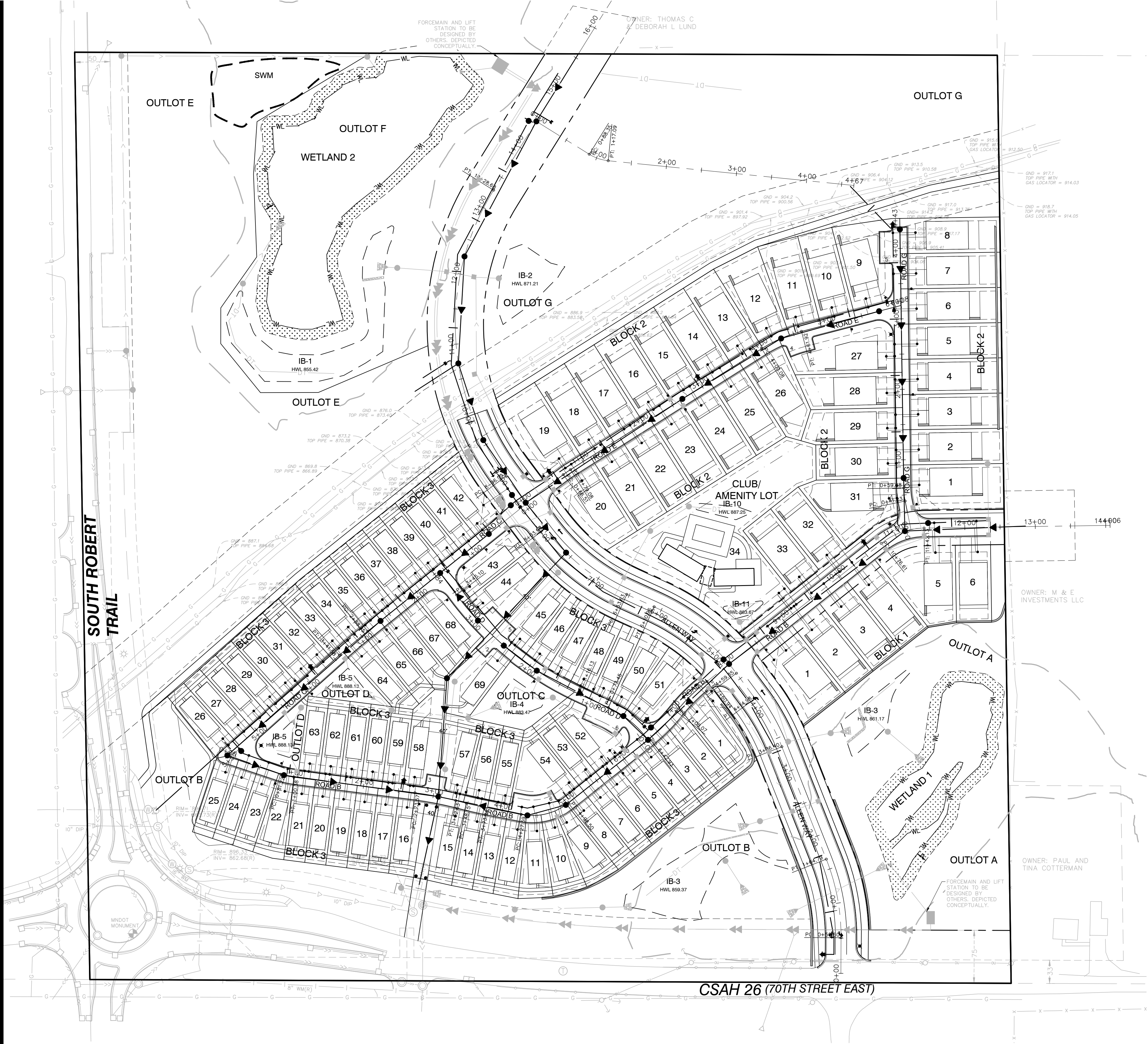


- - - - - EASEMENT LINE
 BUILDING SETBACK
 _____ PROPERTY LINE
 _____ LOT LINE
 _____ ROW

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LEGEND:

| | | | |
|--|---------------------------|--|---------------------------|
| | EXISTING GATE VALVE | | PROPOSED STORM SEWER |
| | EXISTING HYDRANT | | PROPOSED SANITARY SEWER |
| | EXISTING WATERMAIN | | PROPOSED WATERMAIN |
| | EXISTING CATCH BASIN | | PROPOSED CATCH BASIN |
| | EXISTING STORM MANHOLE | | PROPOSED SANITARY MANHOLE |
| | EXISTING STORM SEWER | | PROPOSED GATE VALVE |
| | EXISTING SANITARY MANHOLE | | PROPOSED HYDRANT |
| | EXISTING SANITARY SEWER | | |

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UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER TRUNK LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
- ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF INVER GROVE HEIGHTS ENGINEERING GUIDELINES.
- NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
- ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R-1642 CASTING, UNLESS NOTED OTHERWISE.
- WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.5' OF COVER, THOUGH WATERMAIN DEPTH WILL BE INCREASED WHERE NECESSARY TO AVOID CONFLICT WITH SANITARY SEWER.
- WATER SERVICES SHALL BE 1" DIA. COPPER, TYPE K, W/ 1" CORP. STOP + 1" CURB BOX.
- SEWER SERVICES SHALL BE 4" PVC, SCH 40. MINIMUM 2% SLOPE UNLESS OTHERWISE NOTED ON THE PLANS.
- WATER SERVICES MAY BE PLACED IN SAME TRENCH AS SEWER SERVICES PROVIDED THAT A 18" VERTICAL & A 36" HORIZONTAL SEPARATION ARE MAINTAINED AND PIPE MATERIALS MEET THE CITY AND BUILDING CODES.
- ALL 6" AND 8" WATERMAIN SHALL BE DIP CL-52.
- ALL HYDRANTS SHALL HAVE A 6" LEAD WITH APPROPRIATE FITTINGS, EITHER A 8X6" TEE OR A 6" REDUCER.
- CITY UTILITY DIVISION WILL OPERATE EXISTING VALVES. COORDINATE SHUT OFF AT WATER CONNECTION WITH A 48 HOUR NOTICE.
- ALL 16" VALVES SHALL BE BUTTERFLY VALVES AND LOCATED IN MANHOLES.



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

SANITARY SEWER AND WATERMAIN PLAN

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MARK RAUSCH, PE
Date License No.

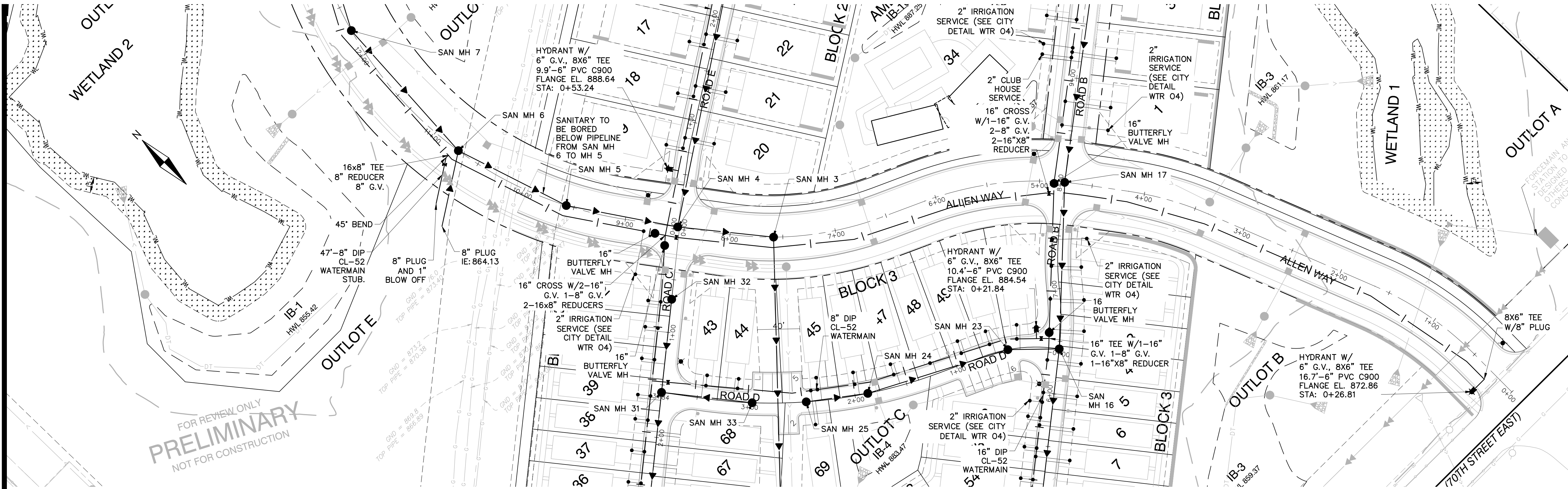
QUALITY ASSURANCE/CONTROL

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| DATE | ISSUE |
| 11-16-2020 | FINAL PLAT-PH1 SUBMITTAL |

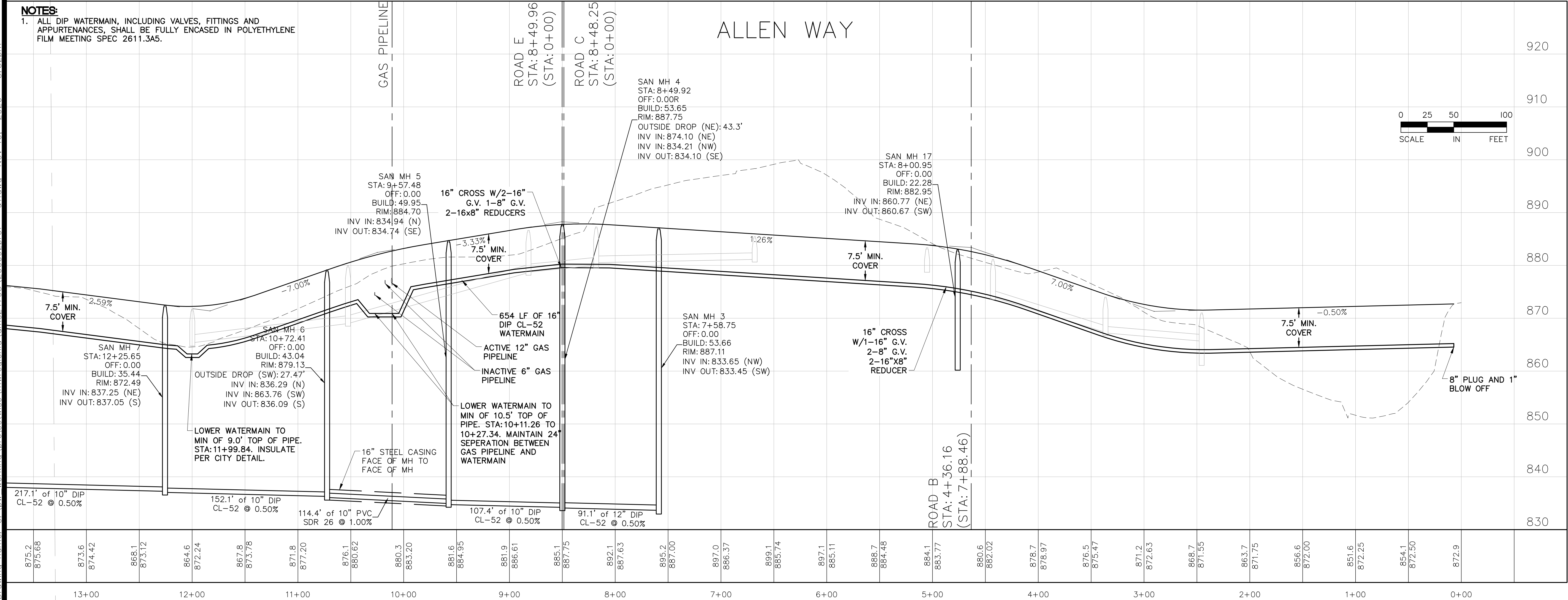
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| DESIGNED: | MPR |
| DRAWN: | SIL, TAS |
| PROJECT NO: | 220-0092 |

18

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NOTES:
1. ALL DIP WATERMAIN, INCLUDING VALVES, FITTINGS AND APPURTENANCES, SHALL BE FULLY ENCASED IN POLYETHYLENE FILM MEETING SPEC 2611.3A5.



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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

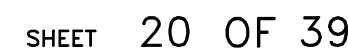
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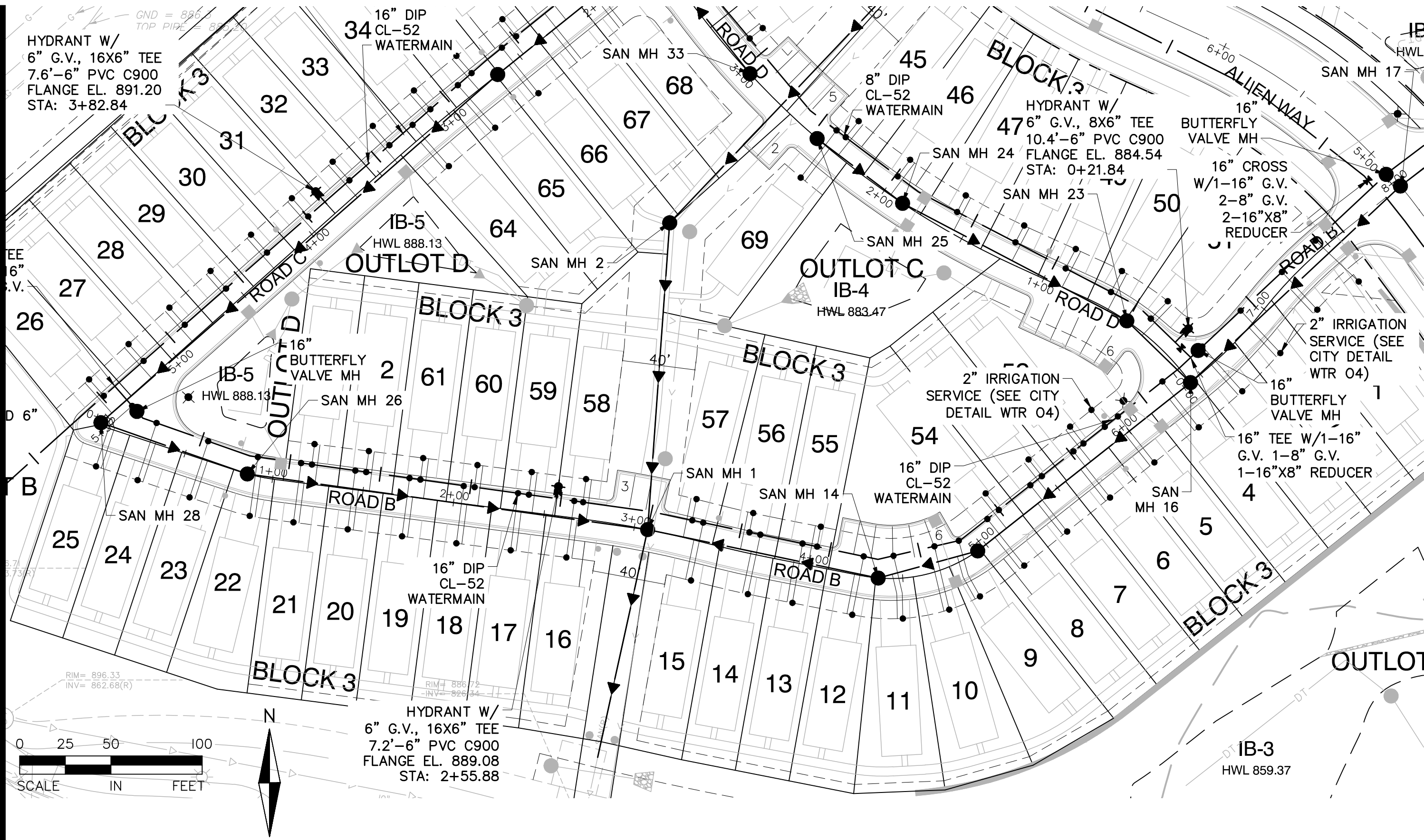
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DRAWN: SIL, TAS

PROJECT NO: 220-0092



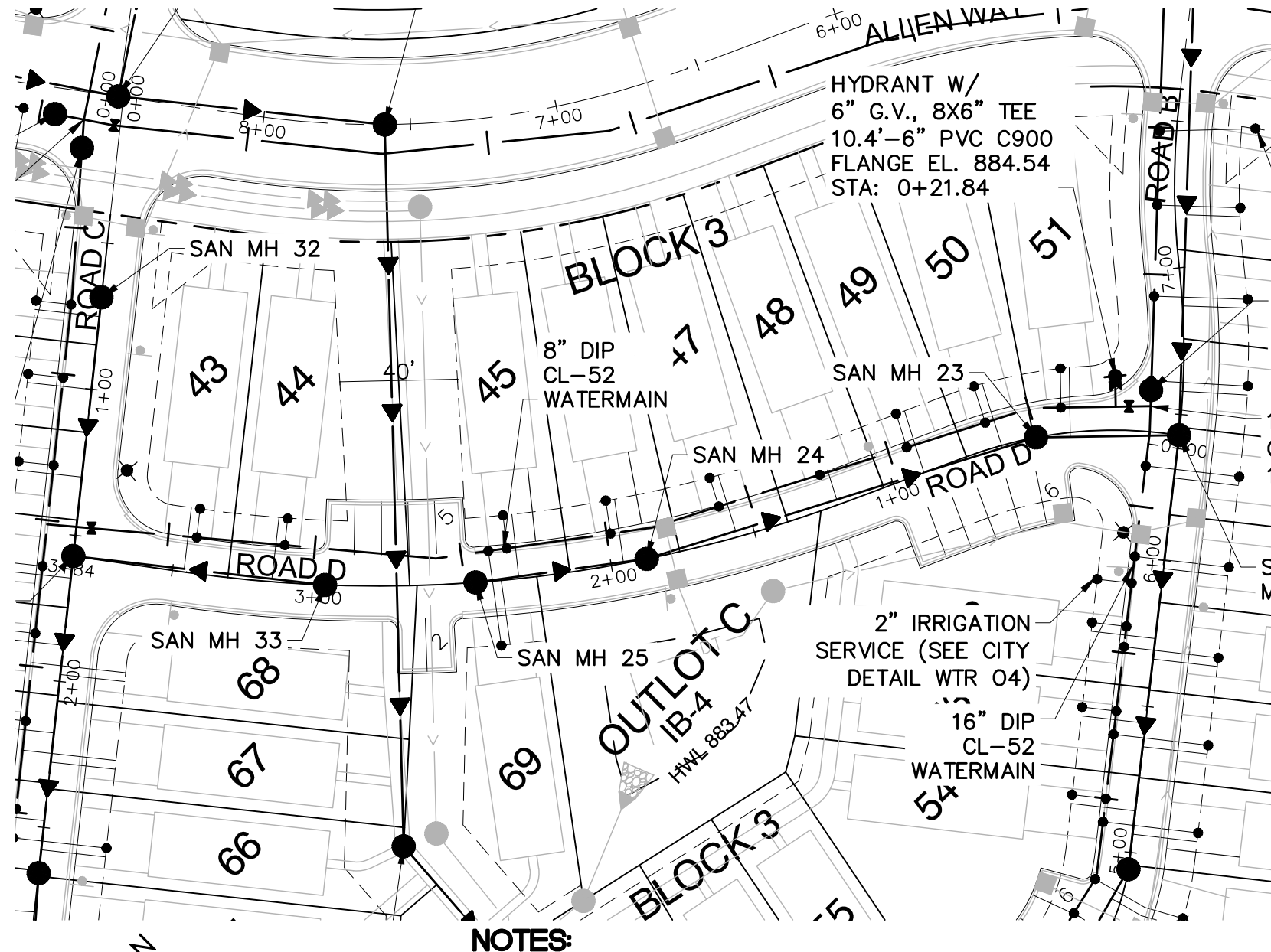
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| BLOCK | LOT | S | IE | CBE | R |
|-------|-----|-----|--------|--------|----|
| 3 | 7 | 42 | 859.03 | 886.30 | 22 |
| 3 | 8 | 12 | 859.03 | 886.60 | 23 |
| 3 | 9 | 45 | 858.55 | 887.00 | 22 |
| 3 | 10 | 31 | 858.55 | 887.00 | 23 |
| 3 | 11 | 8 | 858.55 | 887.30 | 24 |
| 3 | 12 | 116 | 857.71 | 887.60 | 25 |
| 3 | 13 | 82 | 857.71 | 888.00 | 26 |
| 3 | 14 | 58 | 857.71 | 888.30 | 26 |
| 3 | 15 | 26 | 857.71 | 888.50 | 27 |
| 3 | 16 | 39 | 871.04 | 889.50 | 9 |
| 3 | 17 | 70 | 871.04 | 889.80 | 9 |
| 3 | 18 | 100 | 871.04 | 890.20 | 10 |
| 3 | 19 | 130 | 871.04 | 890.50 | 10 |
| 3 | 20 | 160 | 871.04 | 890.90 | 10 |
| 3 | 21 | 190 | 871.04 | 891.40 | 11 |
| 3 | 22 | 214 | 871.04 | 892.10 | 12 |
| 3 | 23 | 23 | 872.23 | 892.30 | 11 |
| 3 | 24 | 53 | 872.23 | 892.70 | 12 |
| 3 | 25 | 77 | 872.23 | 893.00 | 12 |
| 3 | 43 | 38 | 875.15 | 888.60 | 2 |
| 3 | 44 | 68 | 875.15 | 888.10 | 0 |
| 3 | 45 | 44 | 874.61 | 886.80 | 0 |
| 3 | 46 | 8 | 874.61 | 886.40 | 0 |
| 3 | 47 | 107 | 873.73 | 886.40 | 0 |
| 3 | 48 | 71 | 873.73 | 886.50 | 0 |
| 3 | 49 | 40 | 873.73 | 886.30 | 0 |
| 3 | 50 | 24 | 873.73 | 885.90 | 0 |
| 3 | 51 | 37 | 873.15 | 885.40 | 0 |
| 3 | 52 | 79 | 859.03 | 885.90 | 20 |
| 3 | 53 | 50 | 859.03 | 886.20 | 21 |
| 3 | 54 | 20 | 859.03 | 886.60 | 22 |
| 3 | 55 | 90 | 857.71 | 887.80 | 25 |
| 3 | 56 | 52 | 857.71 | 888.30 | 26 |
| 3 | 57 | 20 | 857.71 | 888.60 | 27 |
| 3 | 58 | 34 | 871.04 | 889.50 | 9 |
| 3 | 59 | 64 | 871.04 | 889.70 | 9 |
| 3 | 60 | 94 | 871.04 | 890.10 | 10 |
| 3 | 61 | 124 | 871.04 | 890.40 | 10 |
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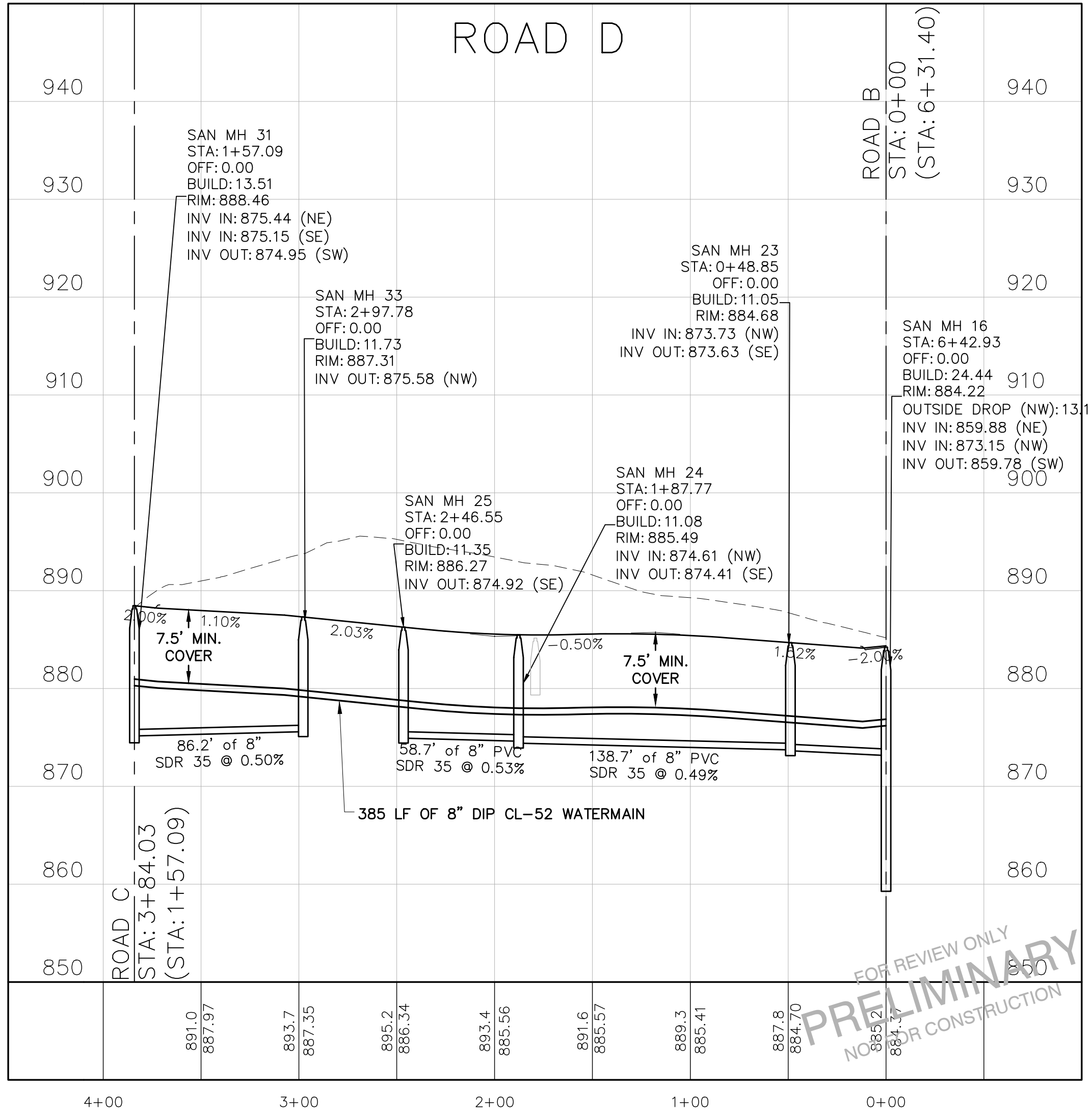
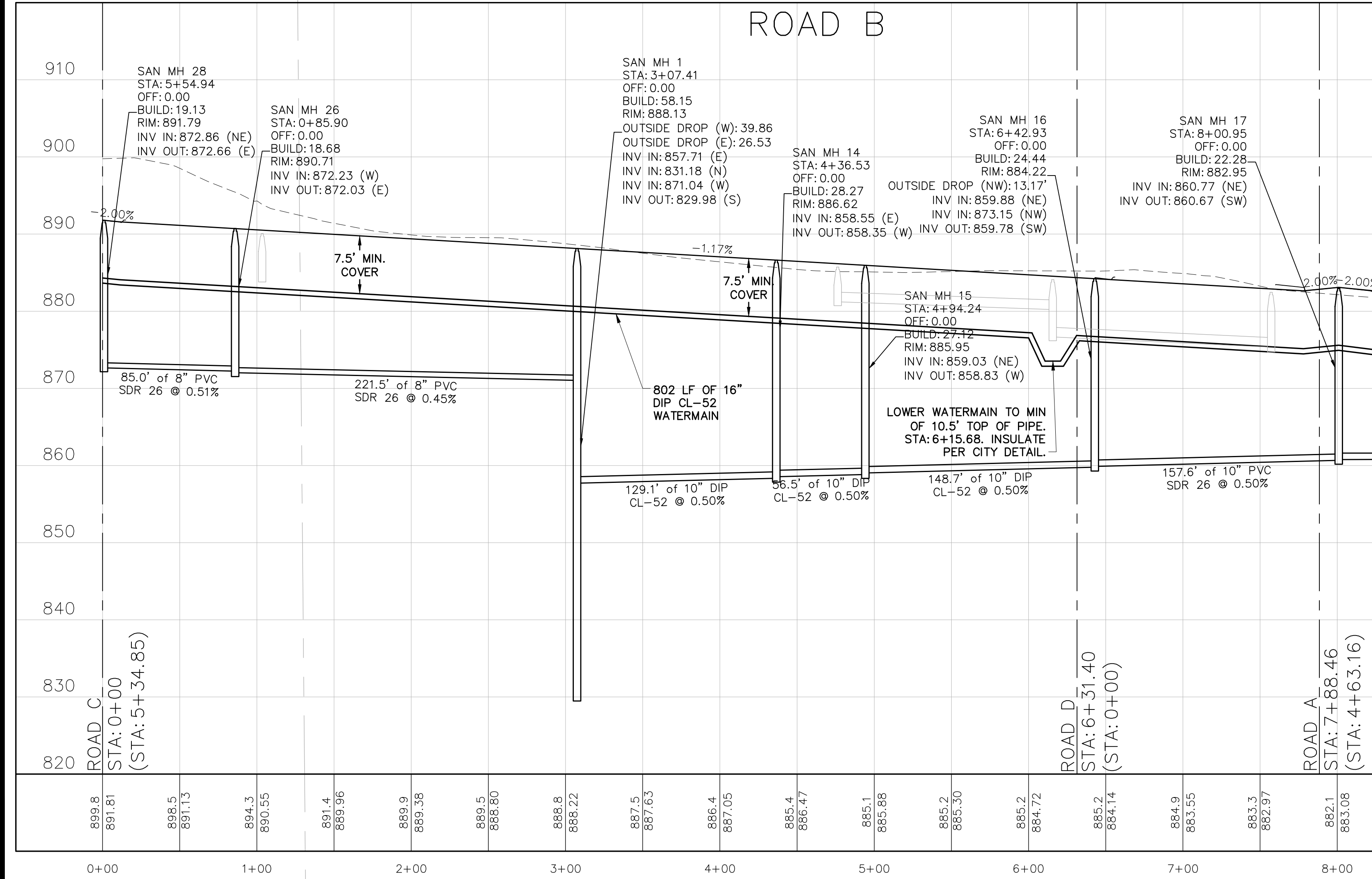
LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE
(VERTICAL HEIGHT = R x 0.707)



NOTES:

- ALL SANITARY SERVICES: IF MAIN IS SDR 26 OR SDR 35 THEN TEE, PIPE, AND ALL BENDS SHALL BE SDR 26 TO THE EASEMENT LINE. IF MAIN IS DIP THEN TEE, PIPE, AND ALL BENDS SHALL BE DIP TO EASEMENT LINE.
- ALL SANITARY SERVICES SHALL BE @ 2.0% MIN. SLOPE.
- ALL SANITARY MANHOLES SHALL BE 48" IN DIAMETER AND HAVE NEENAH R-1642 CASTINGS UNLESS NOTED OTHERWISE ON THE PLAN.
- ALL WATER SERVICES SHALL BE 1" "TYPE K" COPPER.
- ALL DIP WATERMAIN, INCLUDING VALVES, FITTINGS AND APPURTENANCES, SHALL BE FULLY ENCASED IN POLYETHYLENE FILM MEETING SPEC 2611.3A5.



CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

SANITARY SEWER AND WATERMAIN PLAN AND PROFILES

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

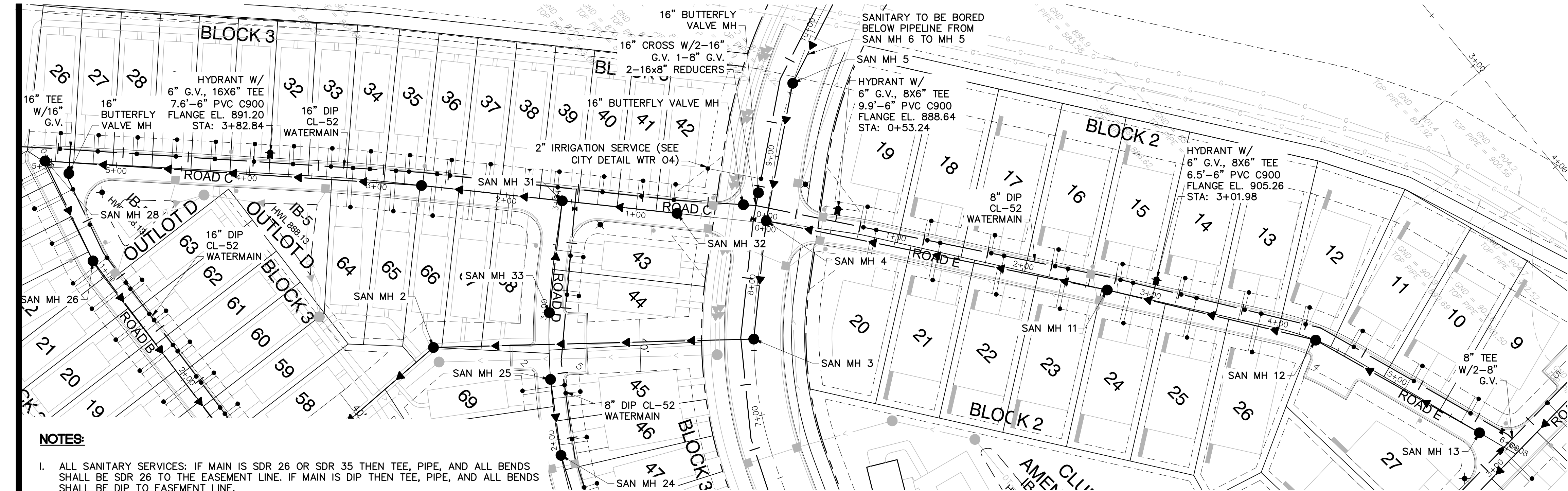
PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

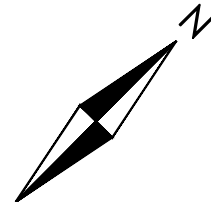
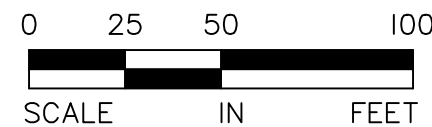
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NOTES:

- ALL SANITARY SERVICES: IF MAIN IS SDR 26 OR SDR 35 THEN TEE, PIPE, AND ALL BENDS SHALL BE SDR 26 TO THE EASEMENT LINE. IF MAIN IS DIP THEN TEE, PIPE, AND ALL BENDS SHALL BE DIP TO EASEMENT LINE.
- ALL SANITARY SERVICES SHALL BE @ 2.0% MIN. SLOPE.
- ALL SANITARY MANHOLES SHALL BE 48" IN DIAMETER AND HAVE NEENAH R-1642 CASTINGS UNLESS NOTED OTHERWISE ON THE PLAN.
- ALL WATER SERVICES SHALL BE 1" "TYPE K" COPPER.
- ALL DIP WATERMAIN, INCLUDING VALVES, FITTINGS AND APPURTENANCES, SHALL BE FULLY ENCASED IN POLYETHYLENE FILM MEETING SPEC 2611.3A5.

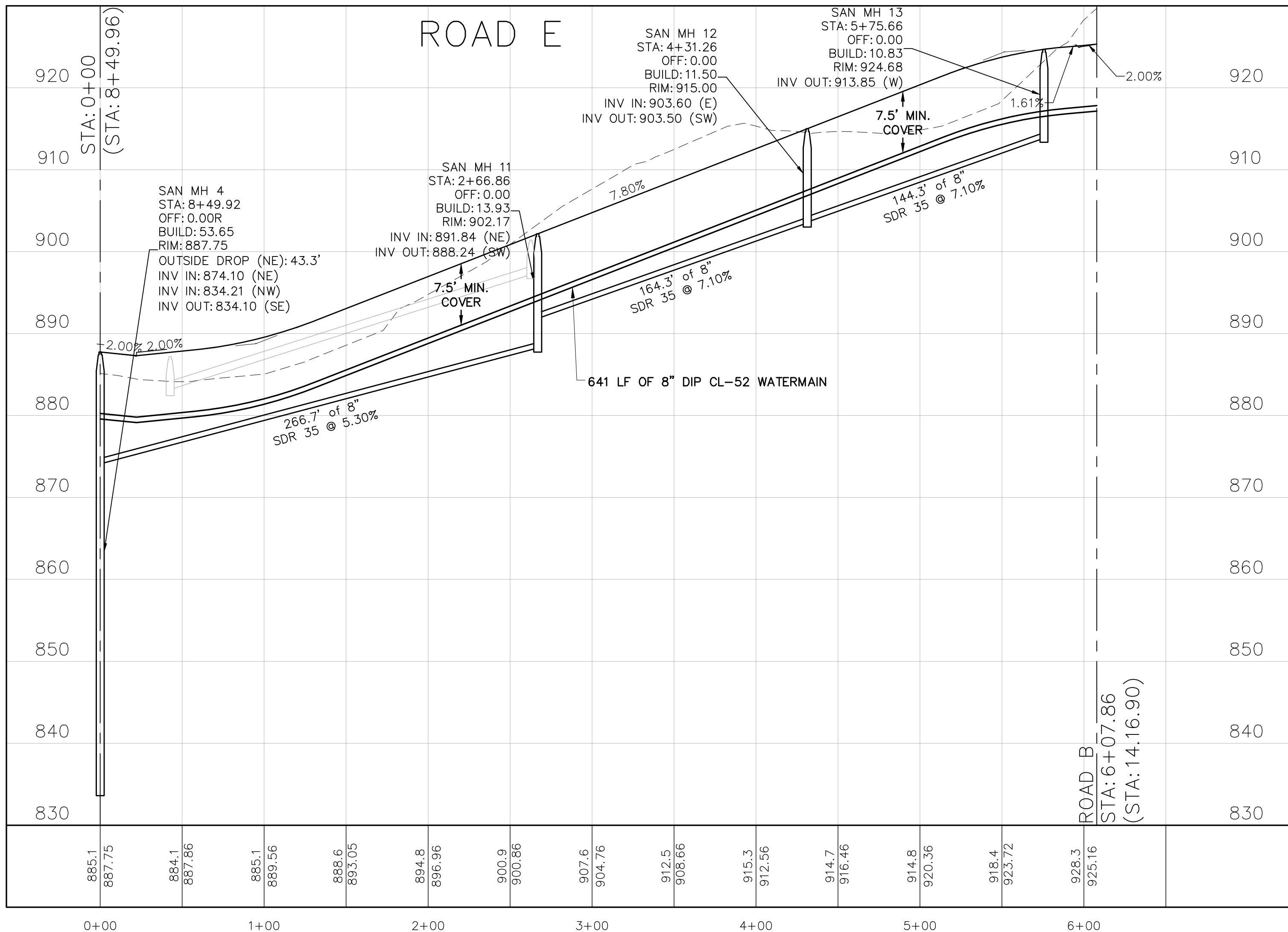
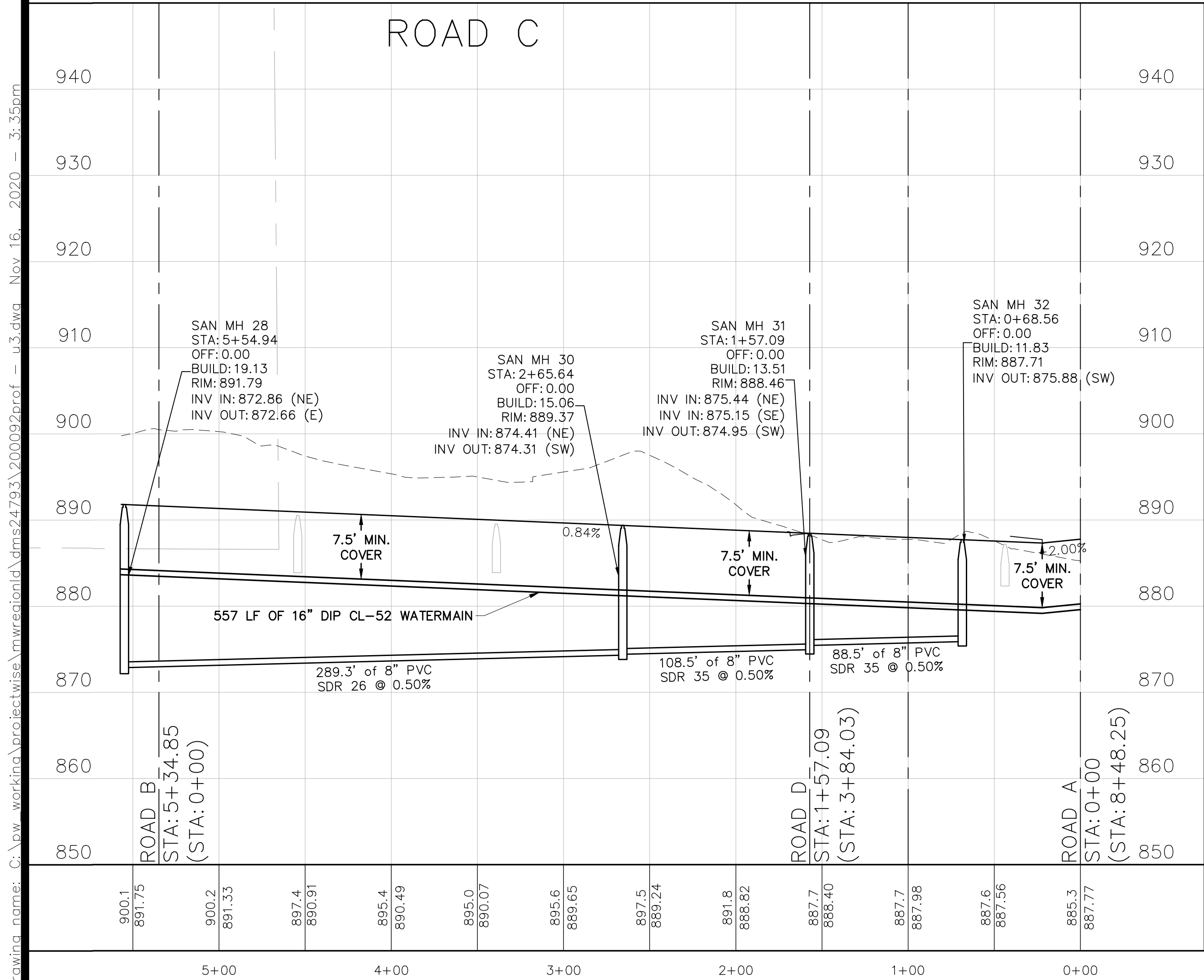
FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION



LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE
(VERTICAL HEIGHT = R x 0.707)

| BLOCK | LOT | S | IE | CBE | R |
|-------|-----|-----|--------|--------|----|
| 2 | 9 | 128 | 903.60 | 924.90 | 0 |
| 2 | 10 | 78 | 903.60 | 922.80 | 2 |
| 2 | 11 | 25 | 903.60 | 918.70 | 2 |
| 2 | 12 | 151 | 891.84 | 915.50 | 0 |
| 2 | 13 | 103 | 891.84 | 911.80 | 0 |
| 2 | 14 | 53 | 891.84 | 907.90 | 0 |
| 2 | 15 | 8 | 891.84 | 904.10 | 0 |
| 2 | 16 | 221 | 874.10 | 900.20 | 3 |
| 2 | 17 | 171 | 874.10 | 896.30 | 2 |
| 2 | 18 | 121 | 874.10 | 892.40 | 0 |
| 2 | 19 | 71 | 874.10 | 889.40 | 0 |
| 2 | 20 | 81 | 874.10 | 890.20 | 0 |
| 2 | 21 | 131 | 874.10 | 893.20 | 0 |
| 2 | 22 | 181 | 874.10 | 897.10 | 2 |
| 2 | 23 | 231 | 874.10 | 901.00 | 4 |
| 2 | 24 | 15 | 891.84 | 904.90 | 0 |
| 2 | 25 | 65 | 891.84 | 908.80 | 0 |
| 2 | 26 | 116 | 891.84 | 912.90 | 0 |
| 3 | 26 | 8 | 872.86 | 893.20 | 12 |
| 3 | 27 | 37 | 872.86 | 892.70 | 11 |
| 3 | 28 | 67 | 872.86 | 892.50 | 11 |
| 3 | 29 | 97 | 872.86 | 892.30 | 10 |
| 3 | 30 | 127 | 872.86 | 892.00 | 9 |
| 3 | 31 | 157 | 872.86 | 891.80 | 9 |
| 3 | 32 | 187 | 872.86 | 891.50 | 8 |
| 3 | 33 | 216 | 872.86 | 891.00 | 7 |
| 3 | 34 | 246 | 872.86 | 890.50 | 6 |
| 3 | 35 | 276 | 872.86 | 890.30 | 6 |
| 3 | 36 | 18 | 874.41 | 890.00 | 5 |
| 3 | 37 | 48 | 874.41 | 889.70 | 4 |
| 3 | 38 | 78 | 874.41 | 889.50 | 4 |
| 3 | 39 | 101 | 874.41 | 889.30 | 3 |
| 3 | 40 | 27 | 875.44 | 889.00 | 2 |
| 3 | 41 | 57 | 875.44 | 888.80 | 2 |
| 3 | 64 | 233 | 872.86 | 890.50 | 7 |
| 3 | 65 | 266 | 872.86 | 890.20 | 6 |
| 3 | 66 | 8 | 874.41 | 889.90 | 5 |
| 3 | 67 | 38 | 874.41 | 889.60 | 4 |
| 3 | 68 | 68 | 874.41 | 893.30 | 9 |



CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

SANITARY SEWER AND WATERMAIN PLAN AND PROFILES

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

MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

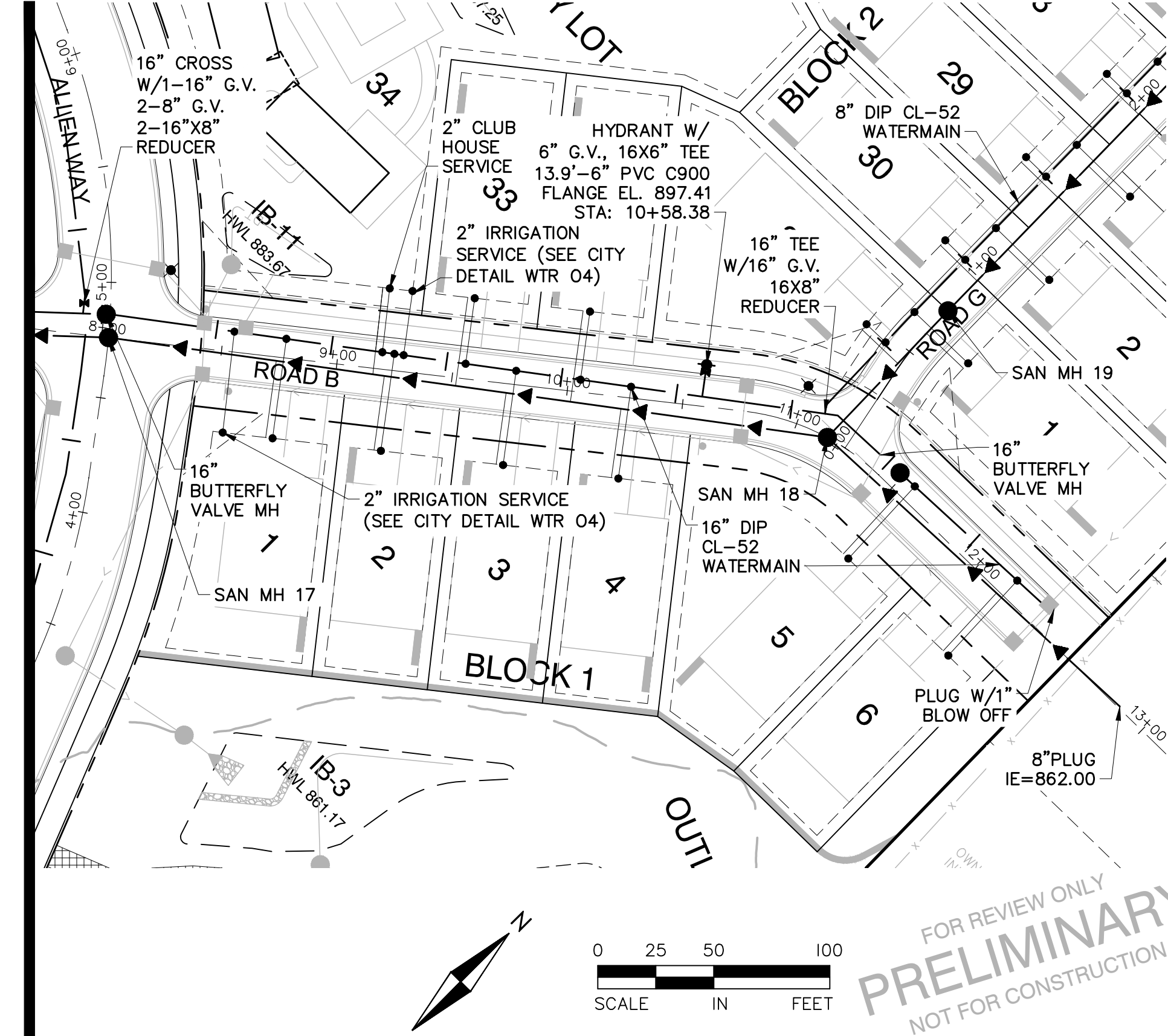
11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

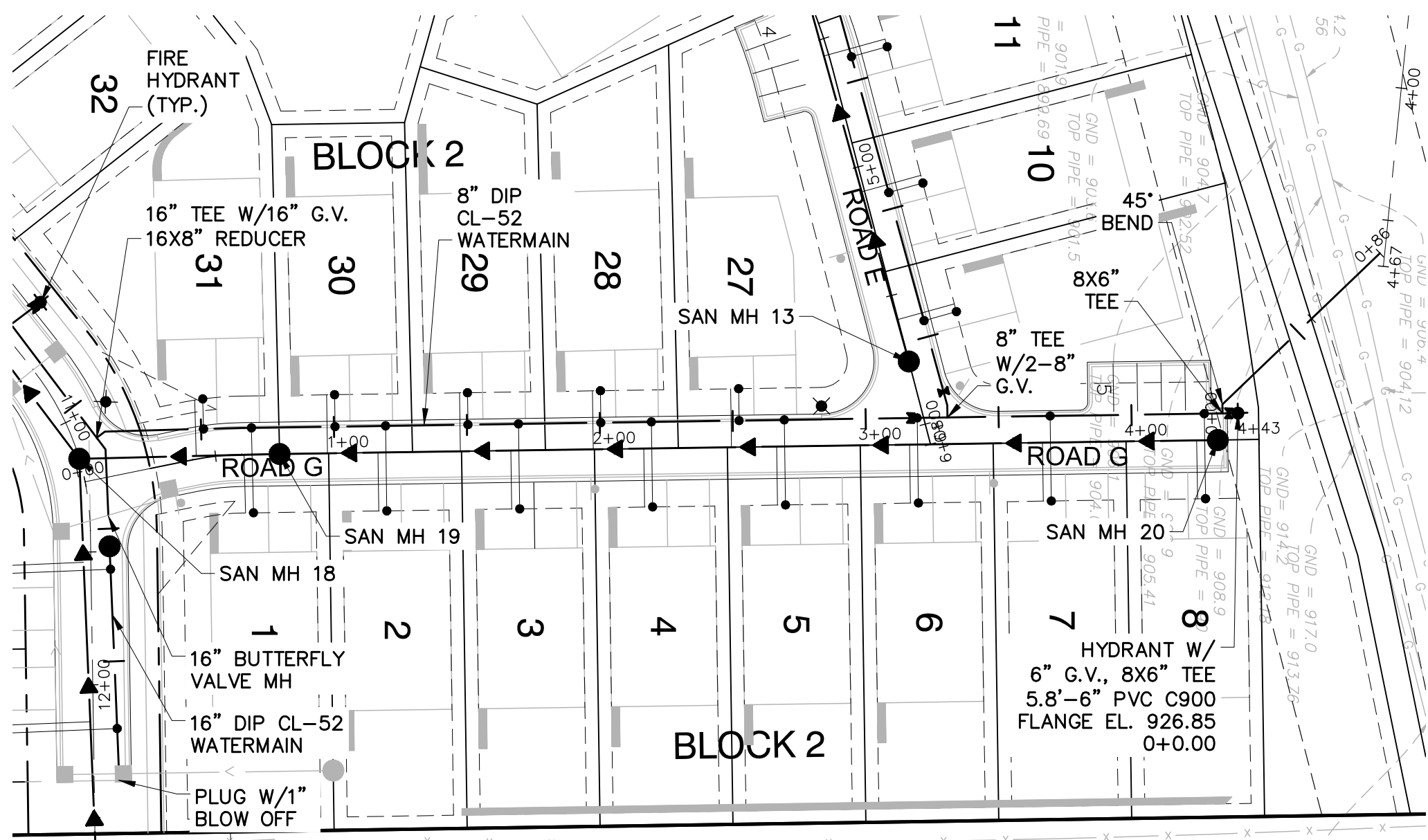
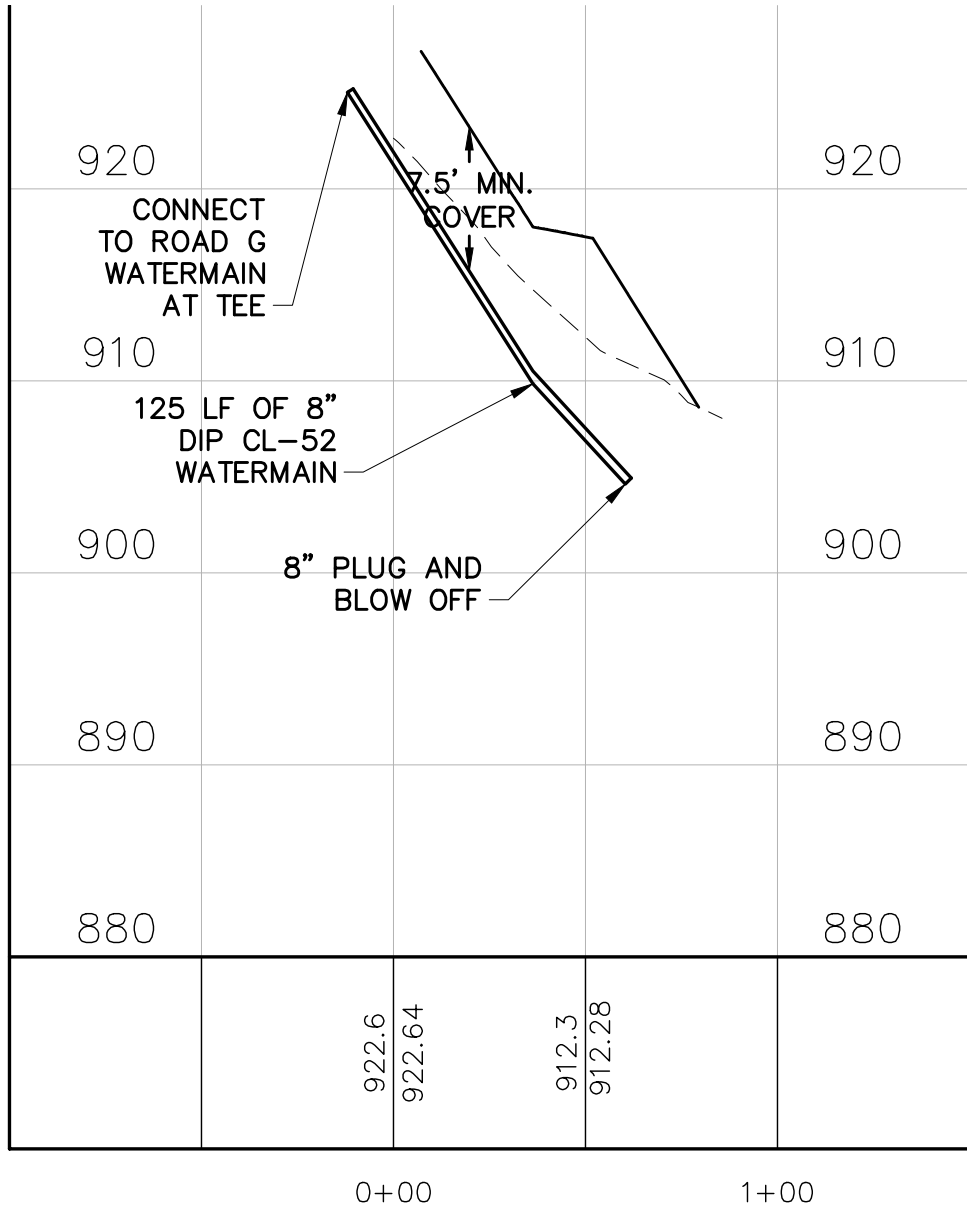


| BLOCK | LOT | S | IE | CBE | R |
|-------|-----|-----|--------|--------|----|
| 1 | 1 | 73 | 860.77 | 885.30 | 17 |
| 1 | 2 | 120 | 860.77 | 888.16 | 21 |
| 1 | 3 | 173 | 860.77 | 892.30 | 26 |
| 1 | 4 | 223 | 860.77 | 896.20 | 32 |
| 1 | 5 | 39 | 861.14 | 905.20 | 40 |
| 1 | 6 | 99 | 861.14 | 905.70 | 40 |
| 2 | 1 | 62 | 891.36 | 906.50 | 0 |
| 2 | 2 | 37 | 894.57 | 910.50 | 3 |
| 2 | 3 | 87 | 894.57 | 914.50 | 4 |
| 2 | 4 | 137 | 894.57 | 918.50 | 5 |
| 2 | 5 | 187 | 894.57 | 922.50 | 7 |
| 2 | 6 | 237 | 894.57 | 926.00 | 8 |
| 2 | 7 | 287 | 894.57 | 927.40 | 5 |
| 2 | 8 | 345 | 894.57 | 927.50 | 0 |
| 2 | 27 | 170 | 894.57 | 921.00 | 6 |
| 2 | 28 | 118 | 894.57 | 917.00 | 5 |
| 2 | 29 | 68 | 894.57 | 913.00 | 3 |
| 2 | 30 | 18 | 894.57 | 909.00 | 2 |
| 2 | 31 | 44 | 891.36 | 904.90 | 0 |
| 2 | 32 | 201 | 860.77 | 894.60 | 29 |
| 2 | 33 | 151 | 860.77 | 890.90 | 24 |
| 2 | 34 | 115 | 860.77 | 885.00 | 16 |

LEGEND:

S = SANITARY SERVICE WYE STATION (FROM DOWNSTREAM MH)
IE = SANITARY SERVICE INVERT ELEVATION
CBE = CURB BOX ELEVATION
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE)
(VERTICAL HEIGHT = R x 0.707)

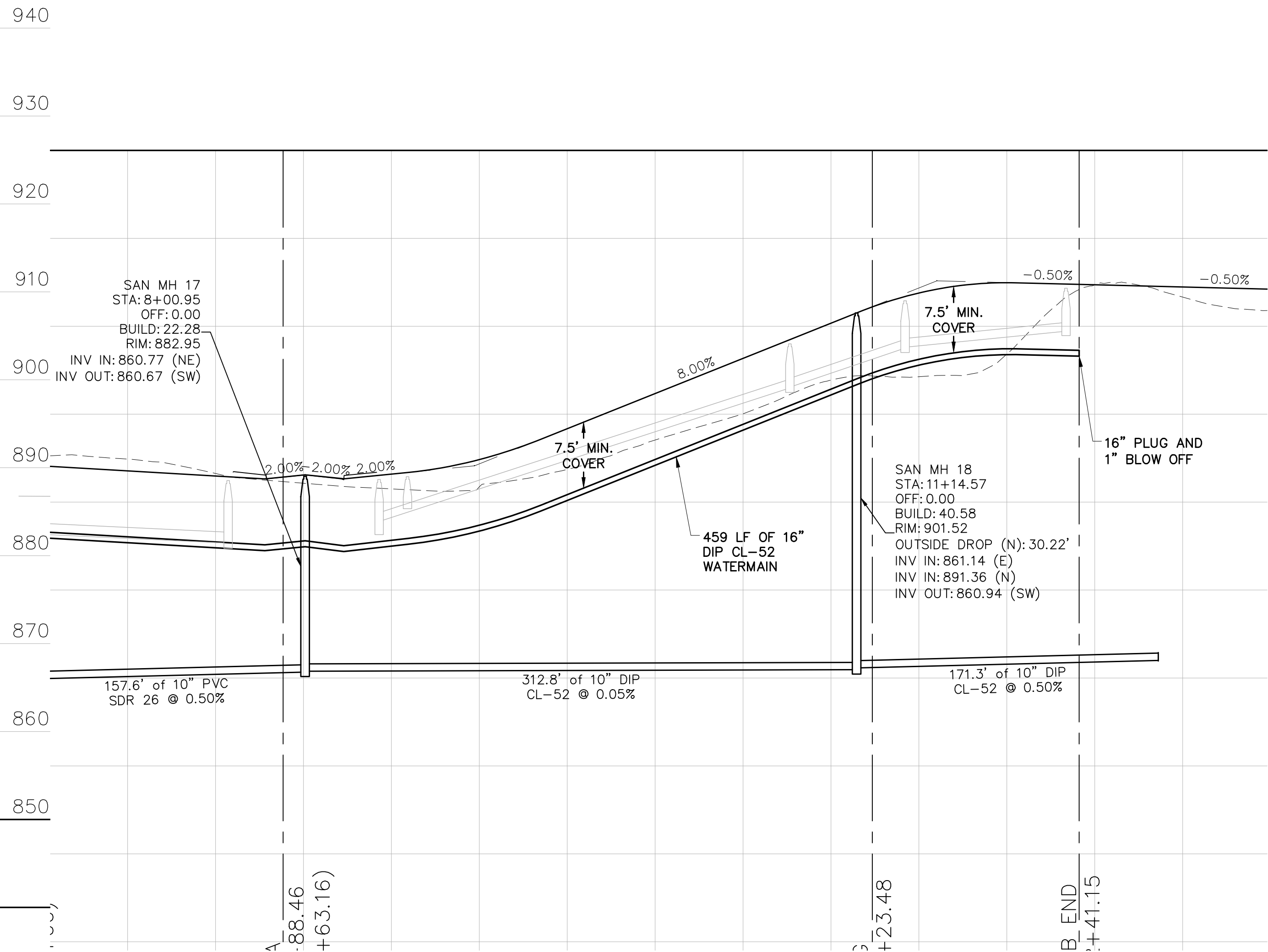
ROAD G WATERMAIN LOOP EXTENSION



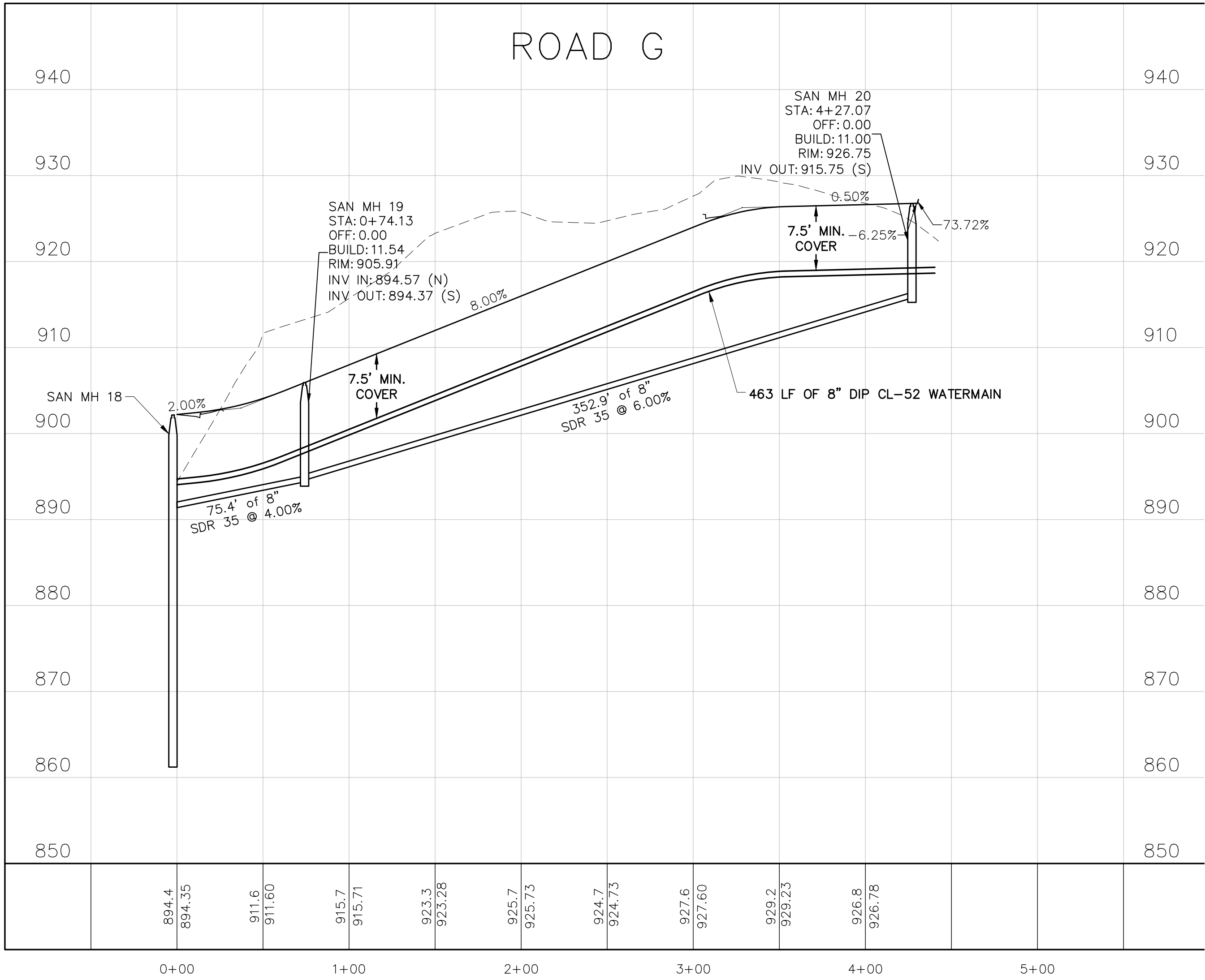
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ROAD B



ROAD G



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

SANITARY SEWER AND WATERMAIN PLAN AND PROFILES

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

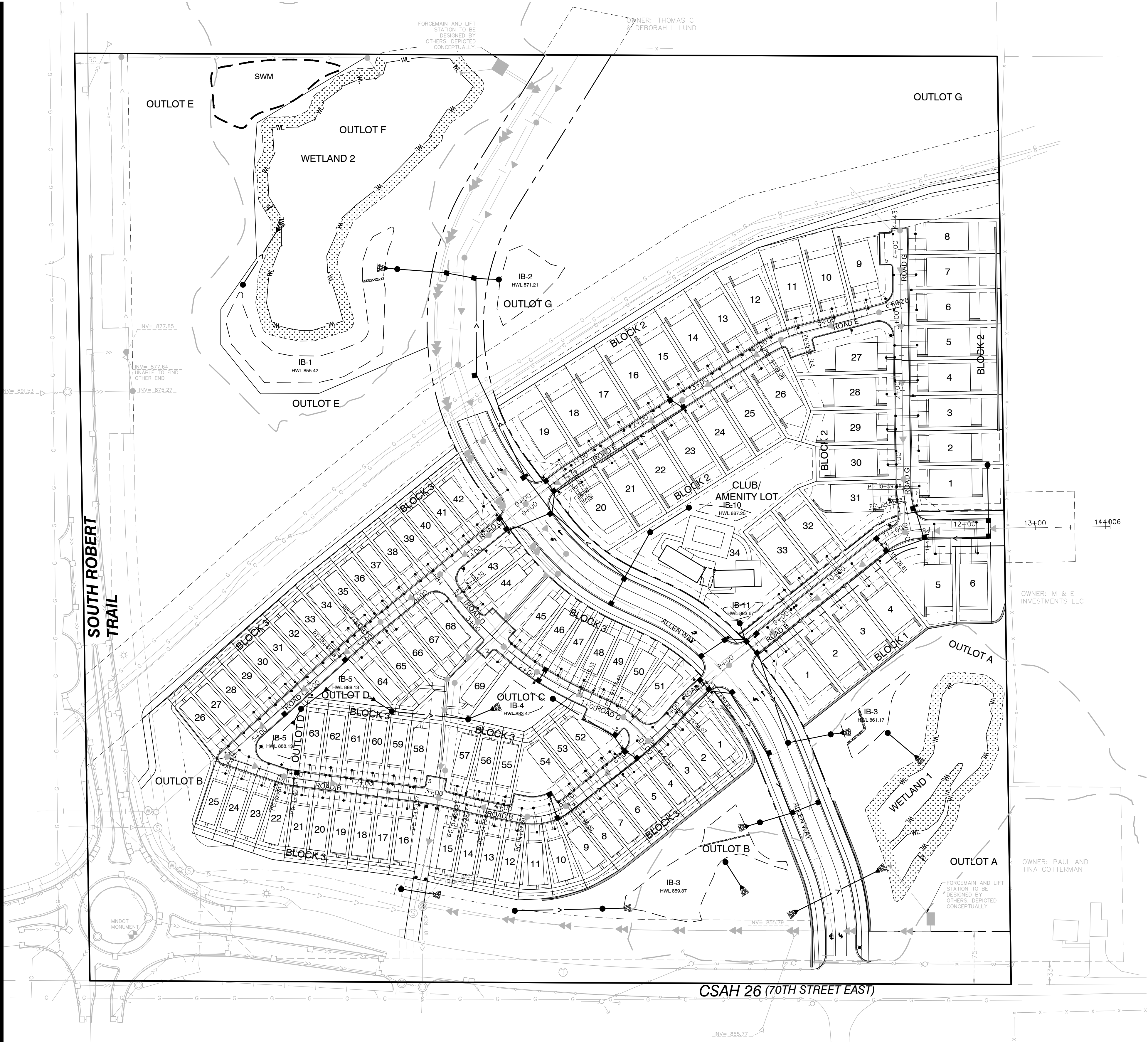
DRAWN: SIL, TAS

PROJECT NO: 220-0092

23

SHEET 23 OF 39

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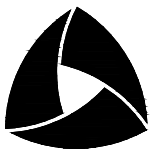


LEGEND:

| | | | |
|--|---------------------------|--|---------------------------|
| | EXISTING GATE VALVE | | PROPOSED CATCH BASIN |
| | EXISTING HYDRANT | | PROPOSED WATERMAIN |
| | EXISTING WATERMAIN | | PROPOSED SANITARY MANHOLE |
| | EXISTING CATCH BASIN | | PROPOSED GATE VALVE |
| | EXISTING STORM MANHOLE | | PROPOSED HYDRANT |
| | EXISTING STORM SEWER | | 4" PERFORATED DRAIN TILE |
| | EXISTING SANITARY MANHOLE | | PROPOSED STORM SEWER |
| | EXISTING SANITARY SEWER | | PROPOSED SANITARY SEWER |

UTILITY NOTES:

1. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
2. MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY.
3. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
4. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL OR HORIZONTAL SEPARATION IS LESS THAN 3'.
5. ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF INVER GROVE HEIGHTS ENGINEERING GUIDELINES.
6. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
7. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

STORM SEWER PLAN

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

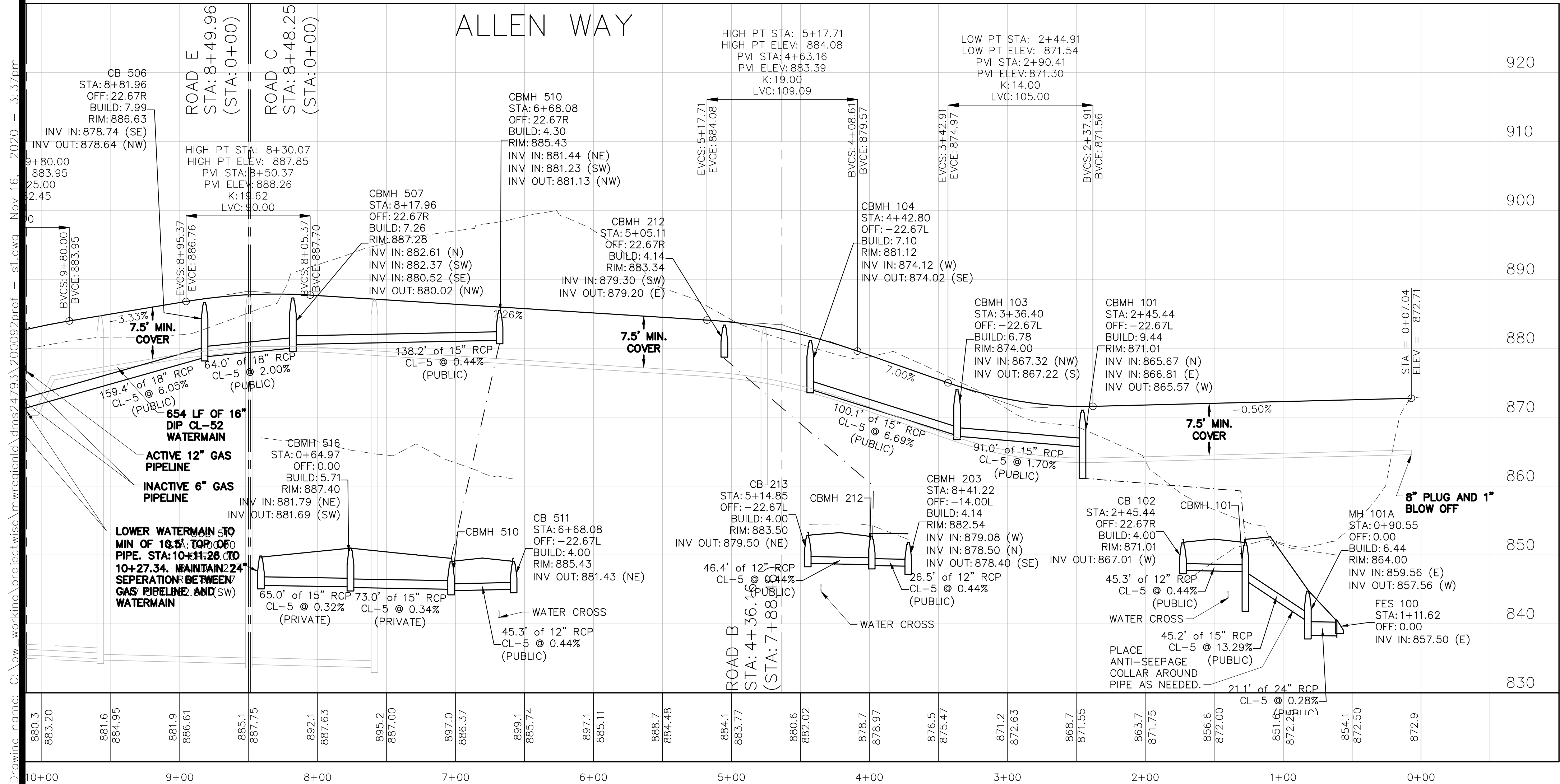
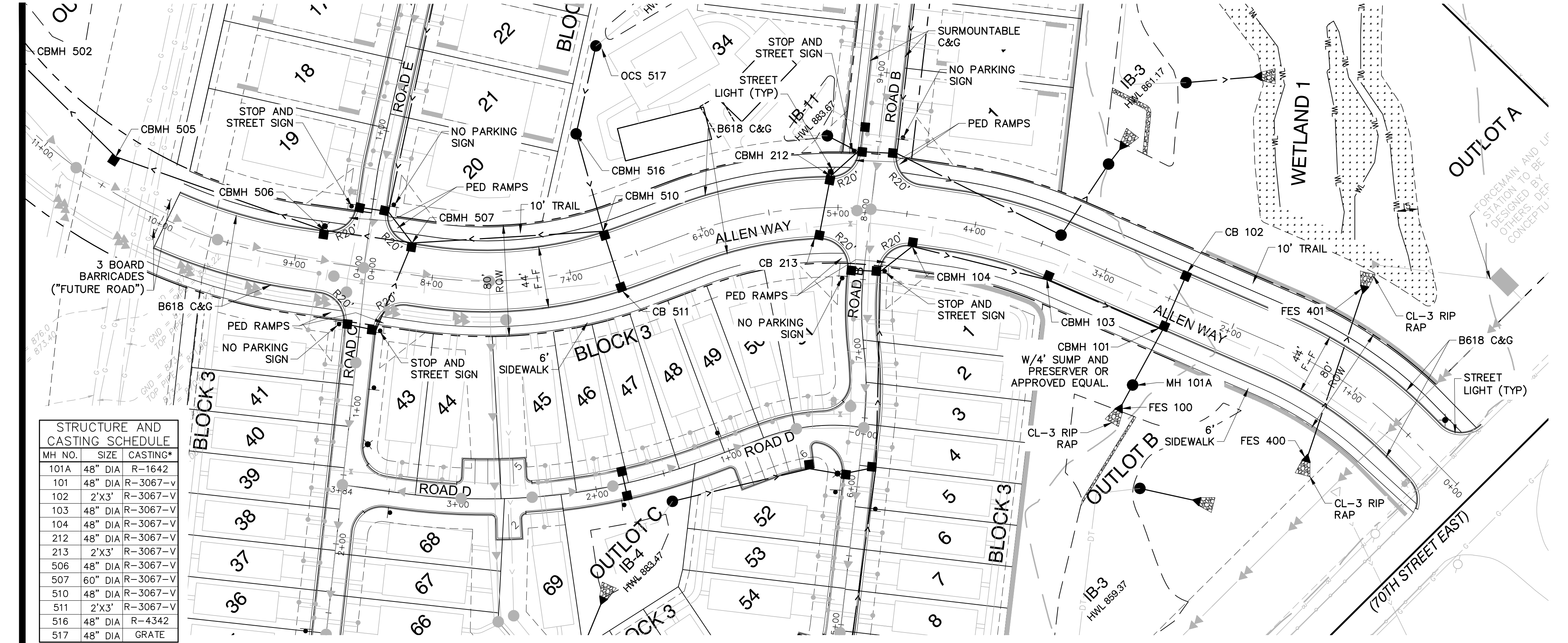
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SHEET 24 OF 39

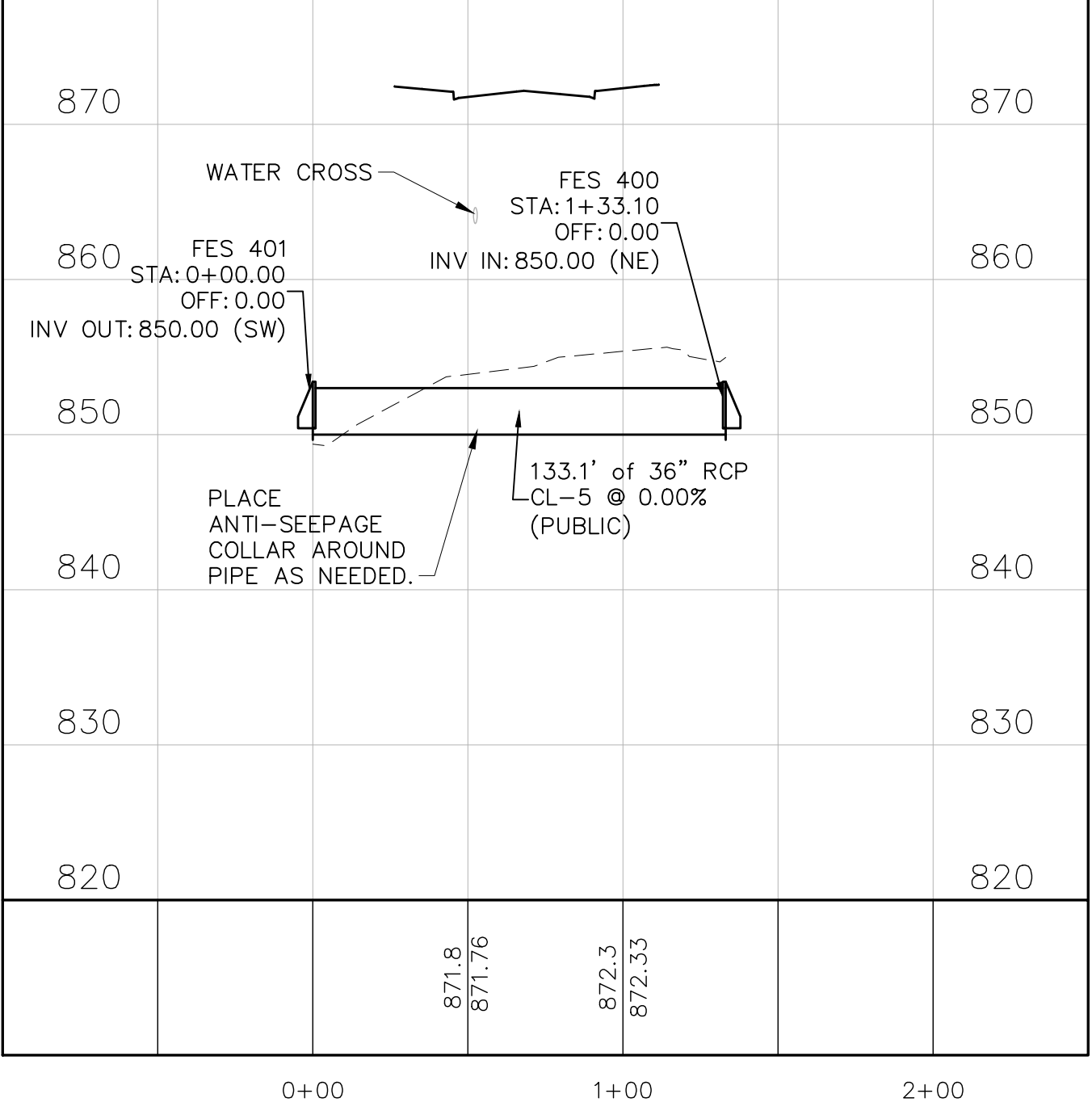
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PRELIMINARY
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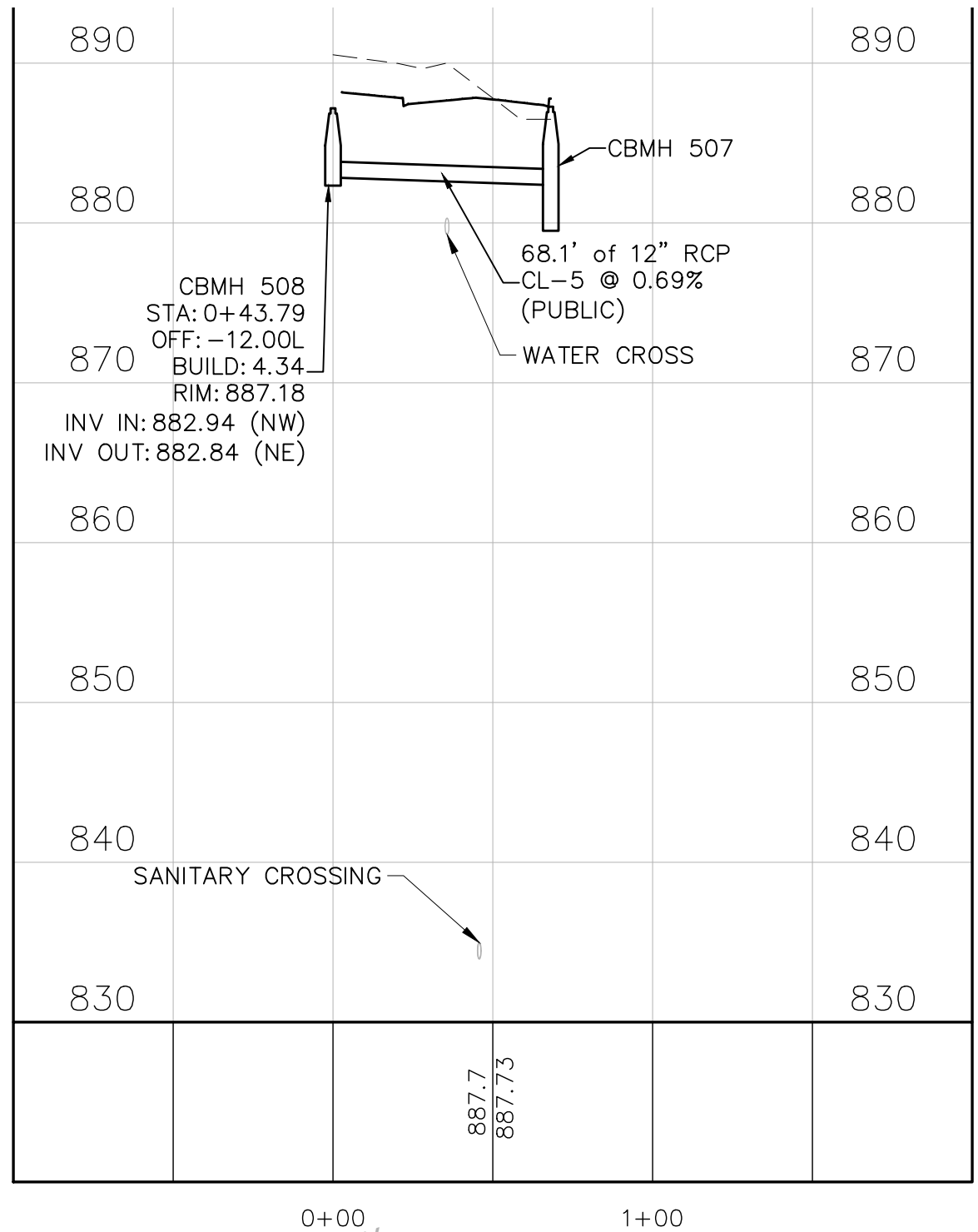


FES 401 TO FES 400

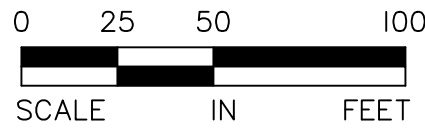


- NOTES:
- ALL PUBLIC INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED.
 - ALL PRIVATE INTERSECTION CURB RETURNS SHALL BE B618, EXCEPT IF NOTED.
 - ALSO SEE SITE SIGNAGE AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS.

CBMH 508 TO CBMH 507



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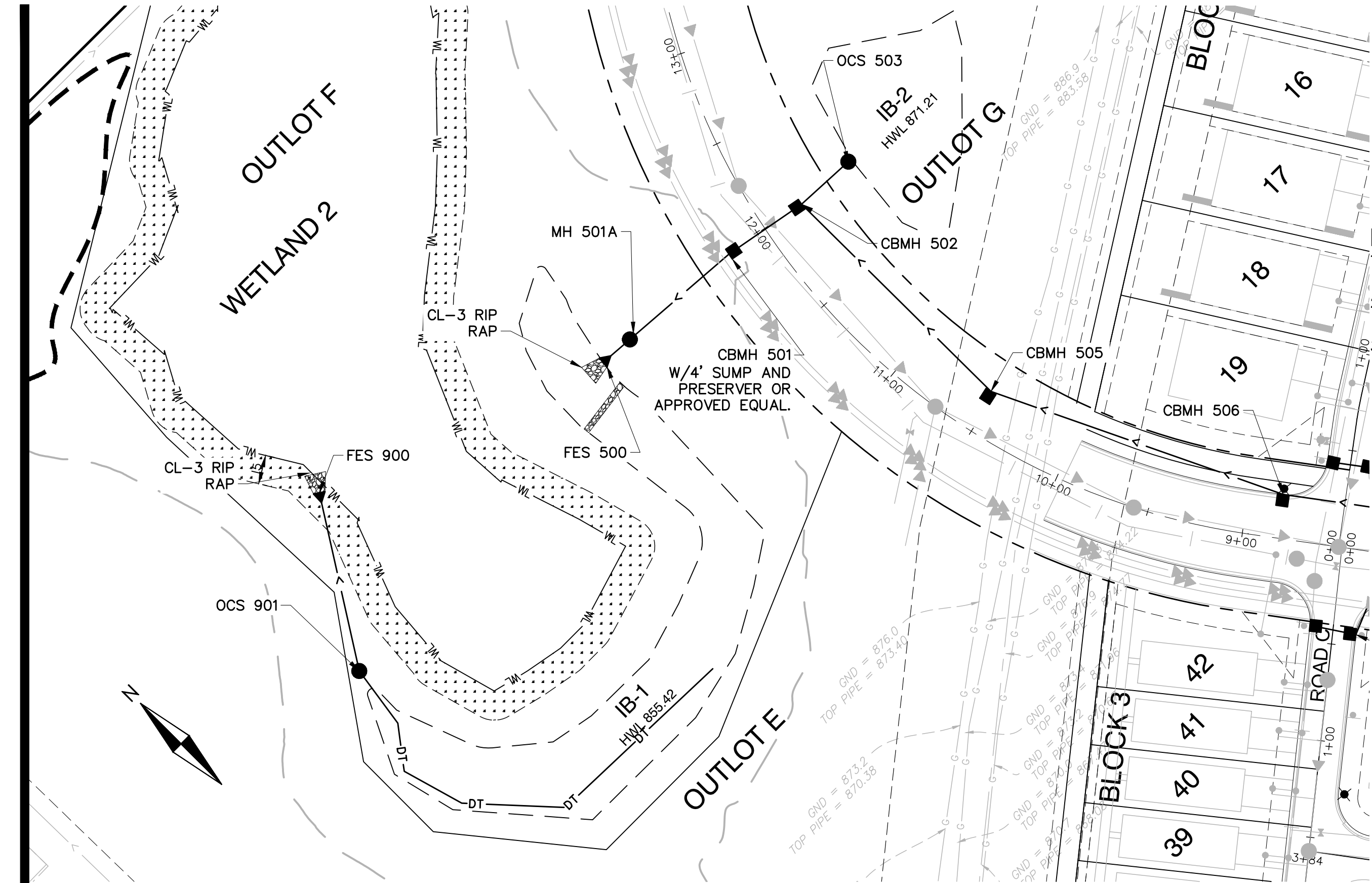
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Date License No.
QUALITY ASSURANCE/CONTROL

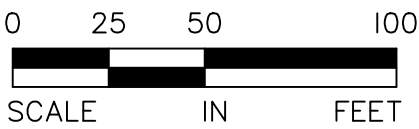
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| DATE | ISSUE |
| 11-16-2020 | FINAL PLAT-PH1 SUBMITTAL |
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PROJECT TEAM DATA
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

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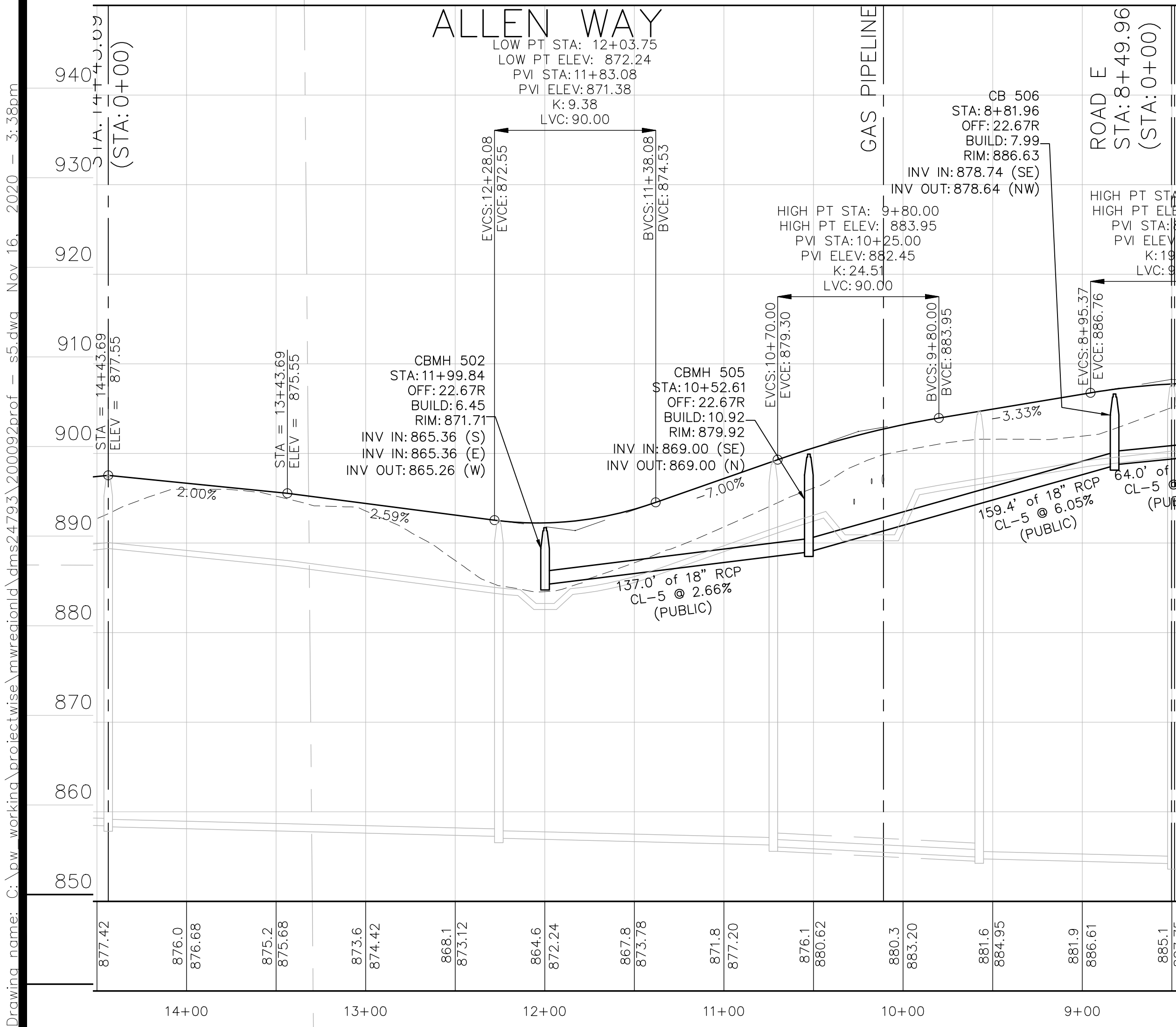


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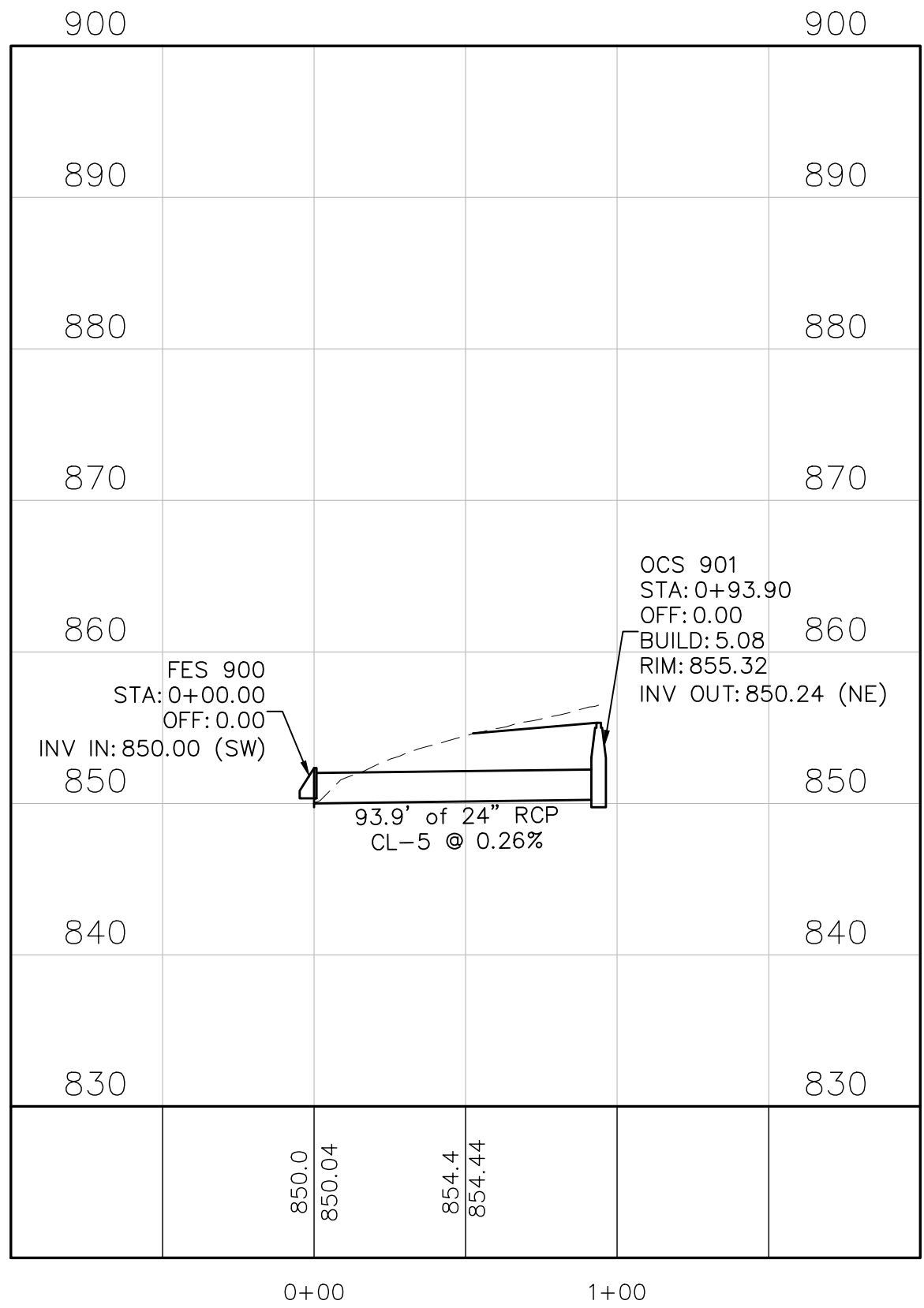


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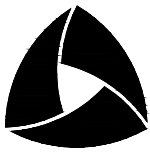
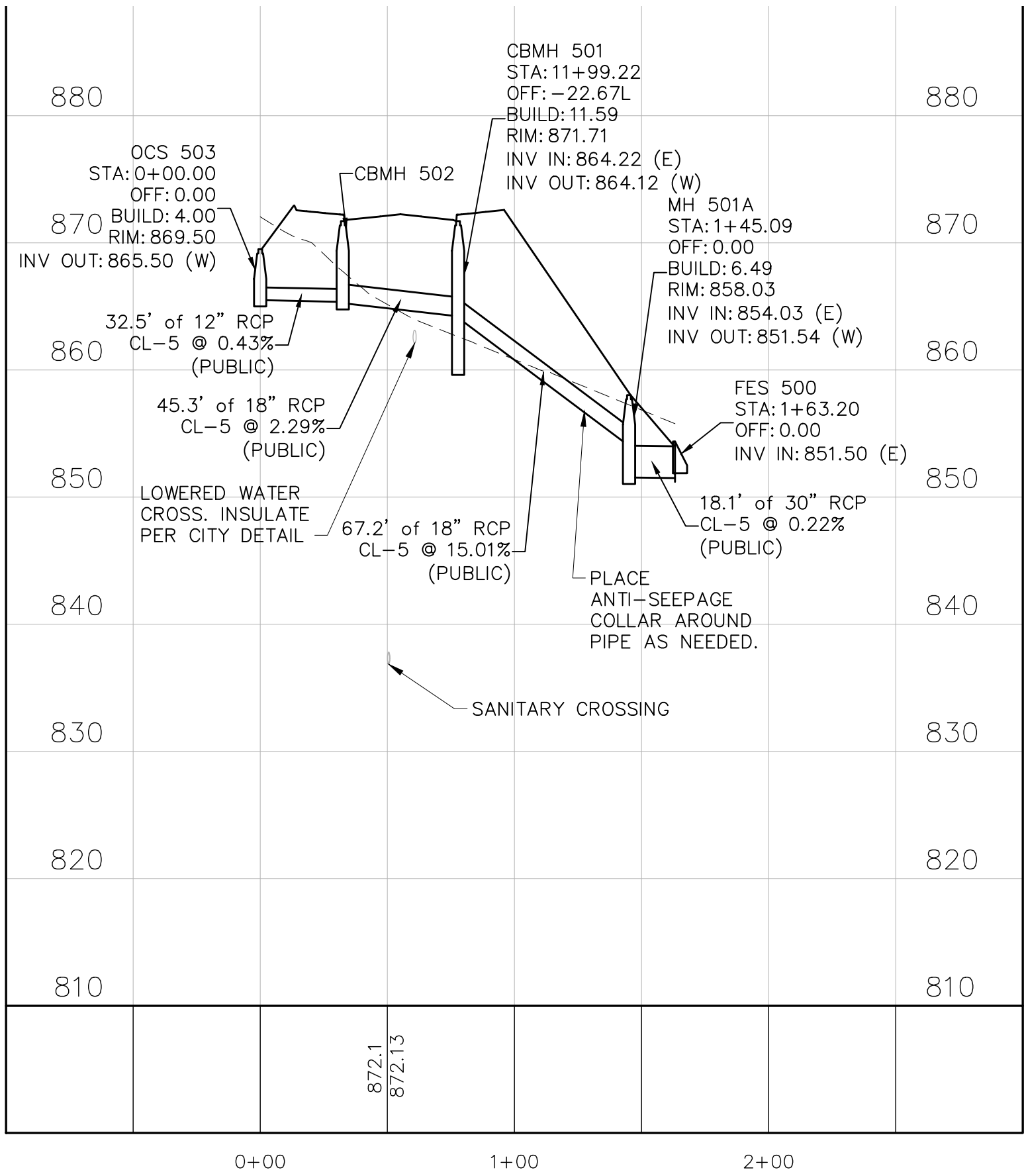
| STRUCTURE AND CASTING SCHEDULE | | |
|--------------------------------|---------|----------|
| MH. NO. | SIZE | CASTING* |
| 501A | 48" DIA | R-1642 |
| 501 | 48" DIA | R-3067-V |
| 502 | 48" DIA | R-3067-V |
| 503 | 48" DIA | GRATE |
| 505 | 48" DIA | R-3067-V |
| 901 | 48" DIA | GRATE |



OCS 503 TO FES 500



OCS 503 TO FES 500



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

STREET AND STORM SEWER PLAN AND PROFILES

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MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

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DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

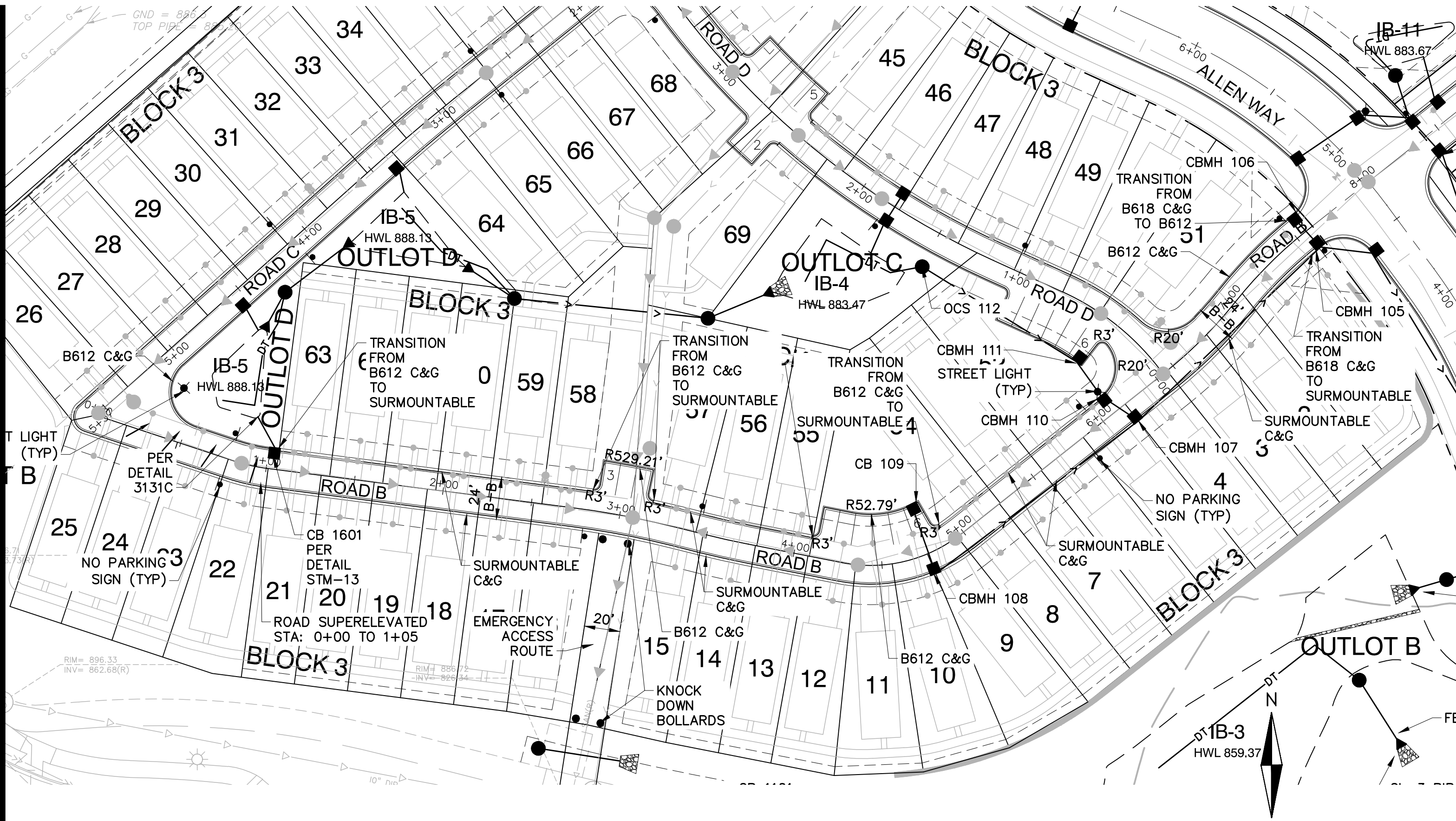
DRAWN: SIL, TAS

PROJECT NO: 220-0092

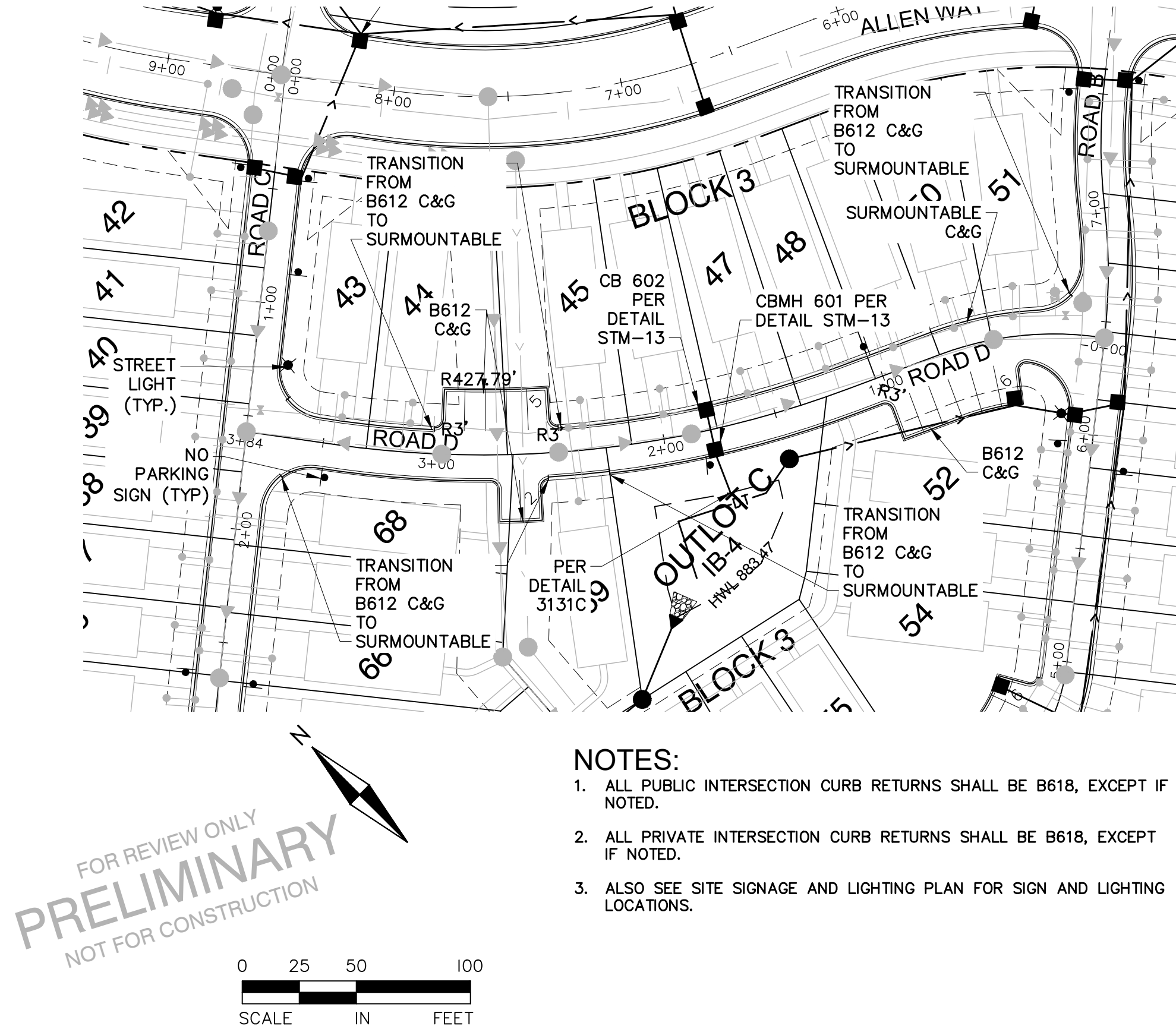
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SHEET 26 OF 39

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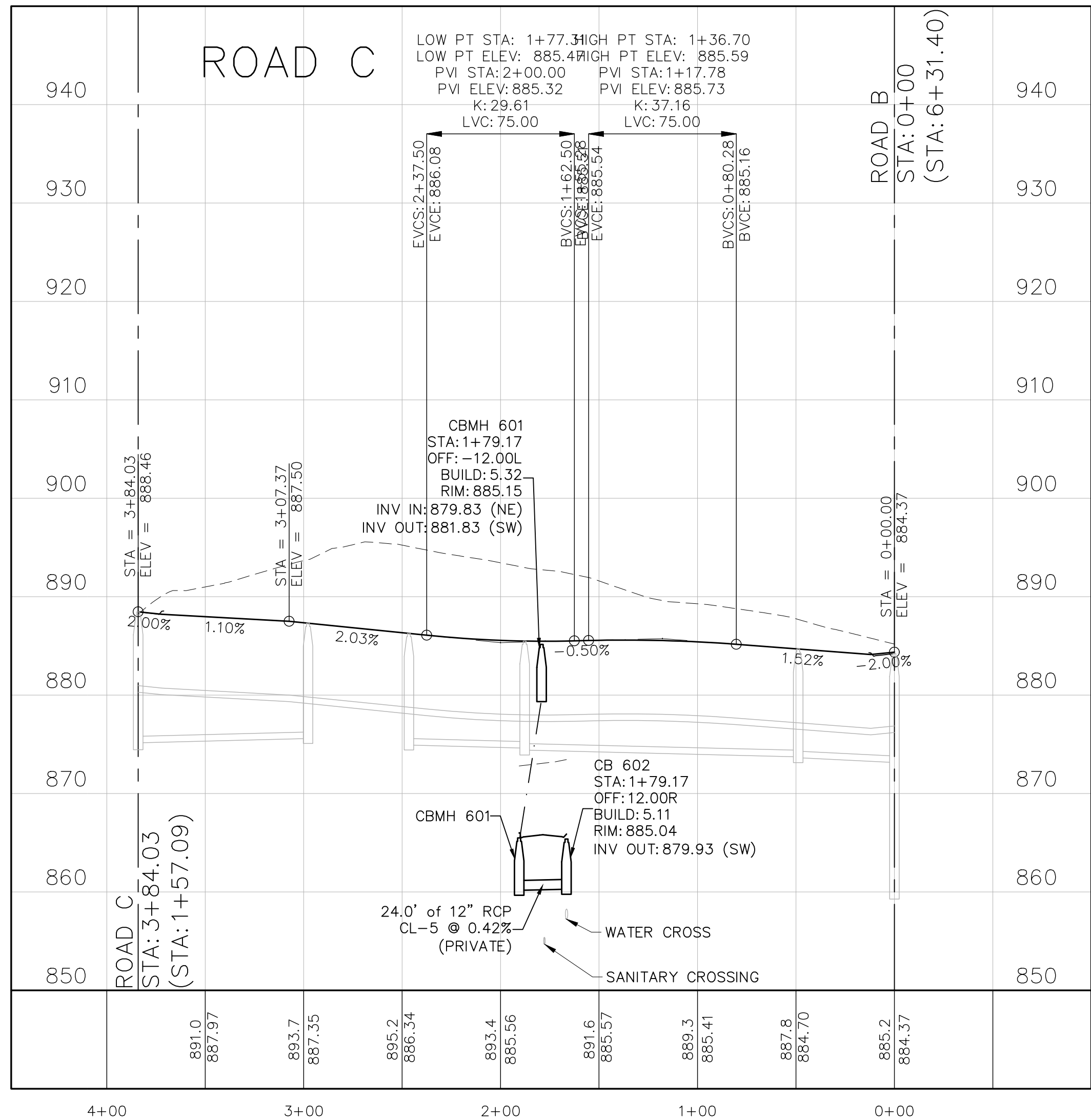
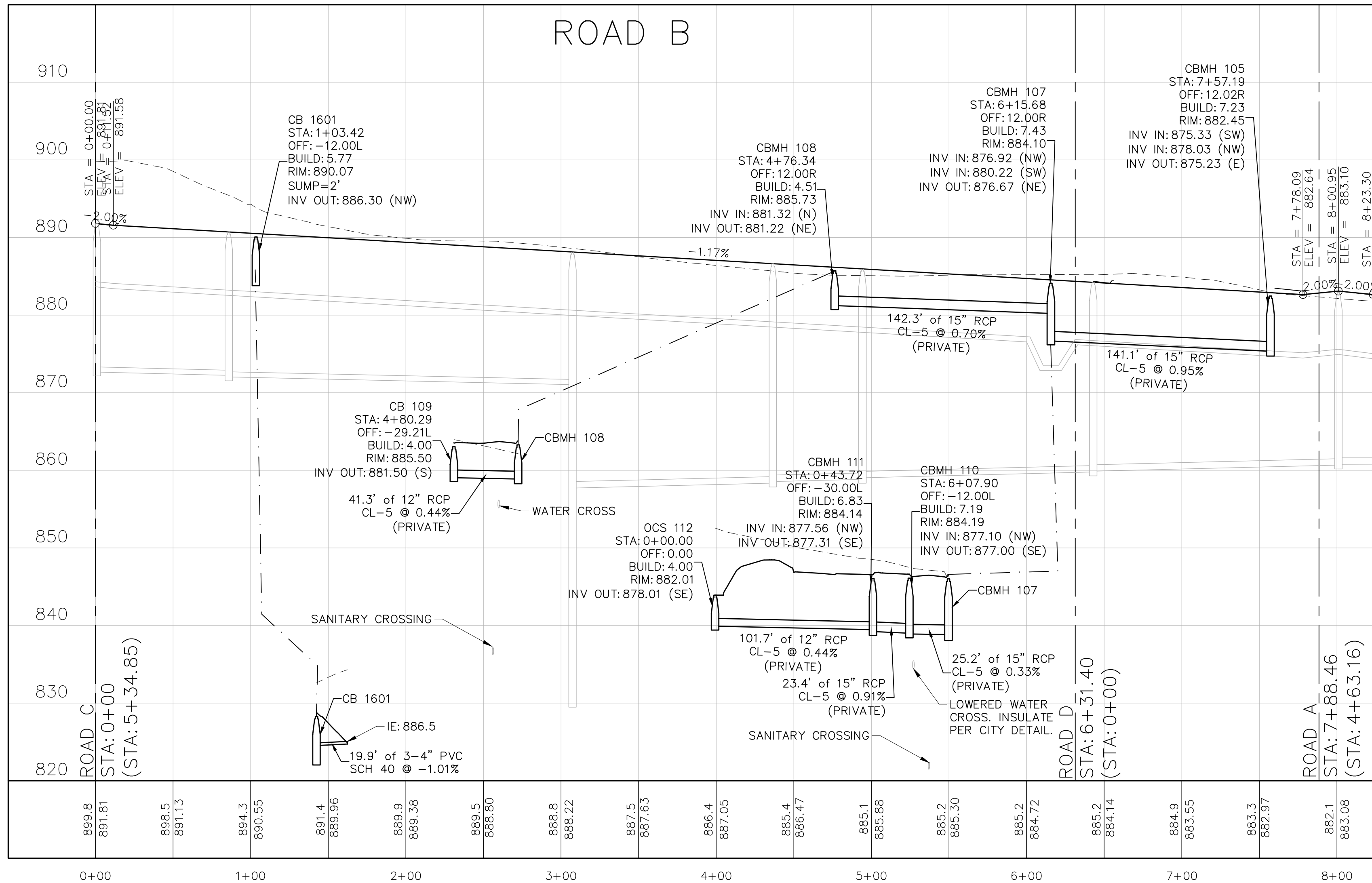


| STRUCTURE AND CASTING SCHEDULE | | |
|--------------------------------|-------------------|----------|
| MH NO. | SIZE | CASTING* |
| 105 | 60" DIA R-3067-V | |
| 106 | 2'X3' R-3067-V | |
| 107 | 48" DIA R-3501-TR | |
| 108 | 48" DIA R-3501-TR | |
| 109 | 2'X3' R-3067-V | |
| 110 | 48" DIA R-3067-V | |
| 111 | 48" DIA R-3067-V | |
| 112 | 48" DIA R-3067-V | |
| 1601 | 2'X3' R-3067-V | |



NOTES:

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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

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DATE ISSUE

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PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

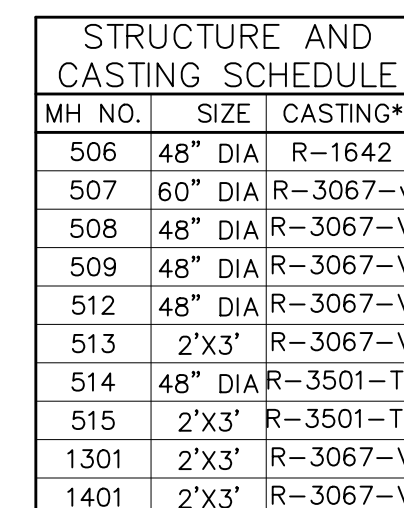
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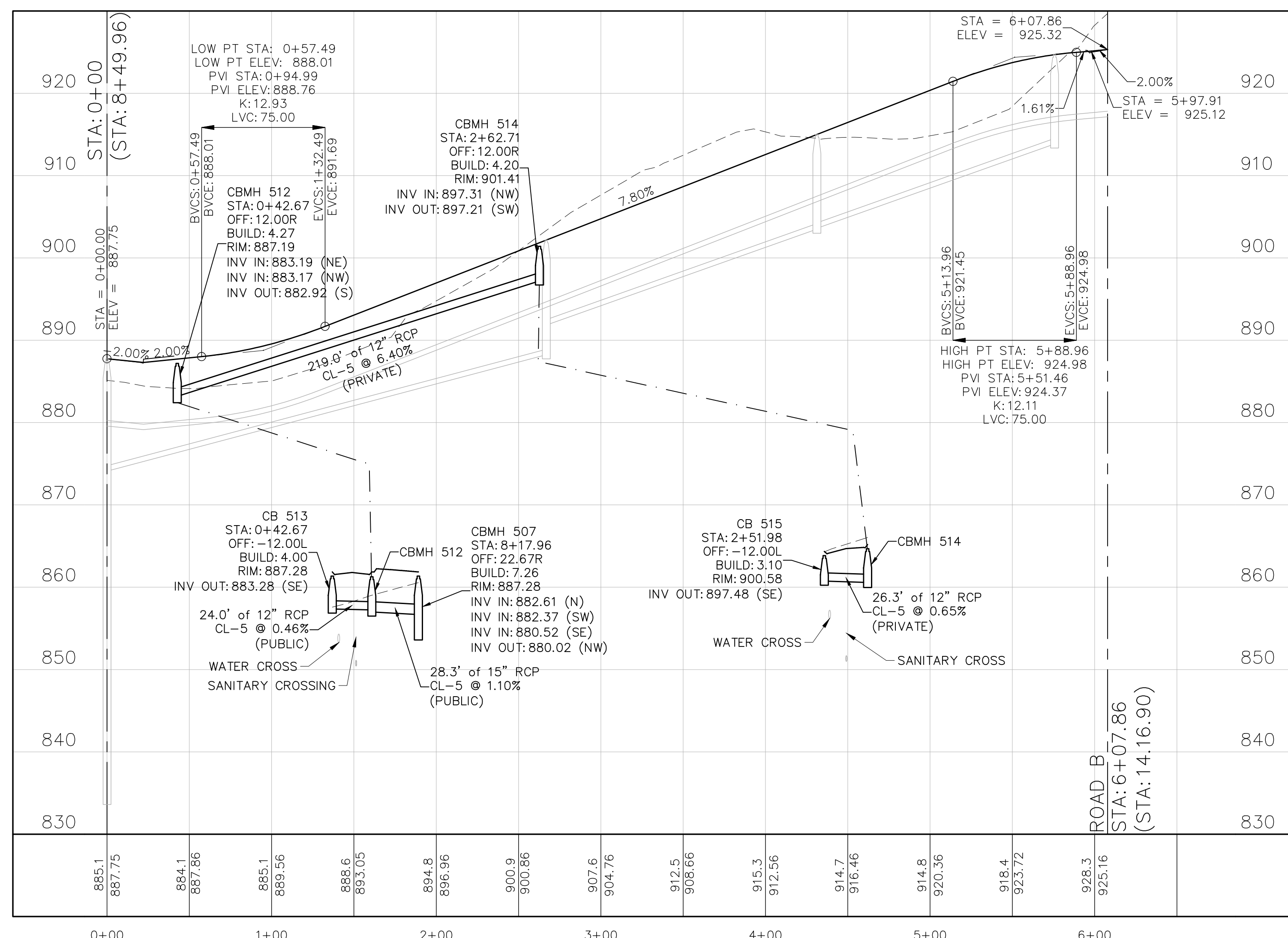
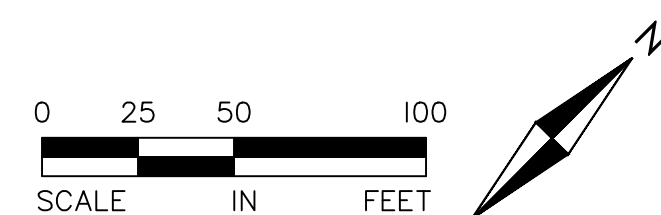
STREET AND STORM SEWER PLAN AND PROFILES

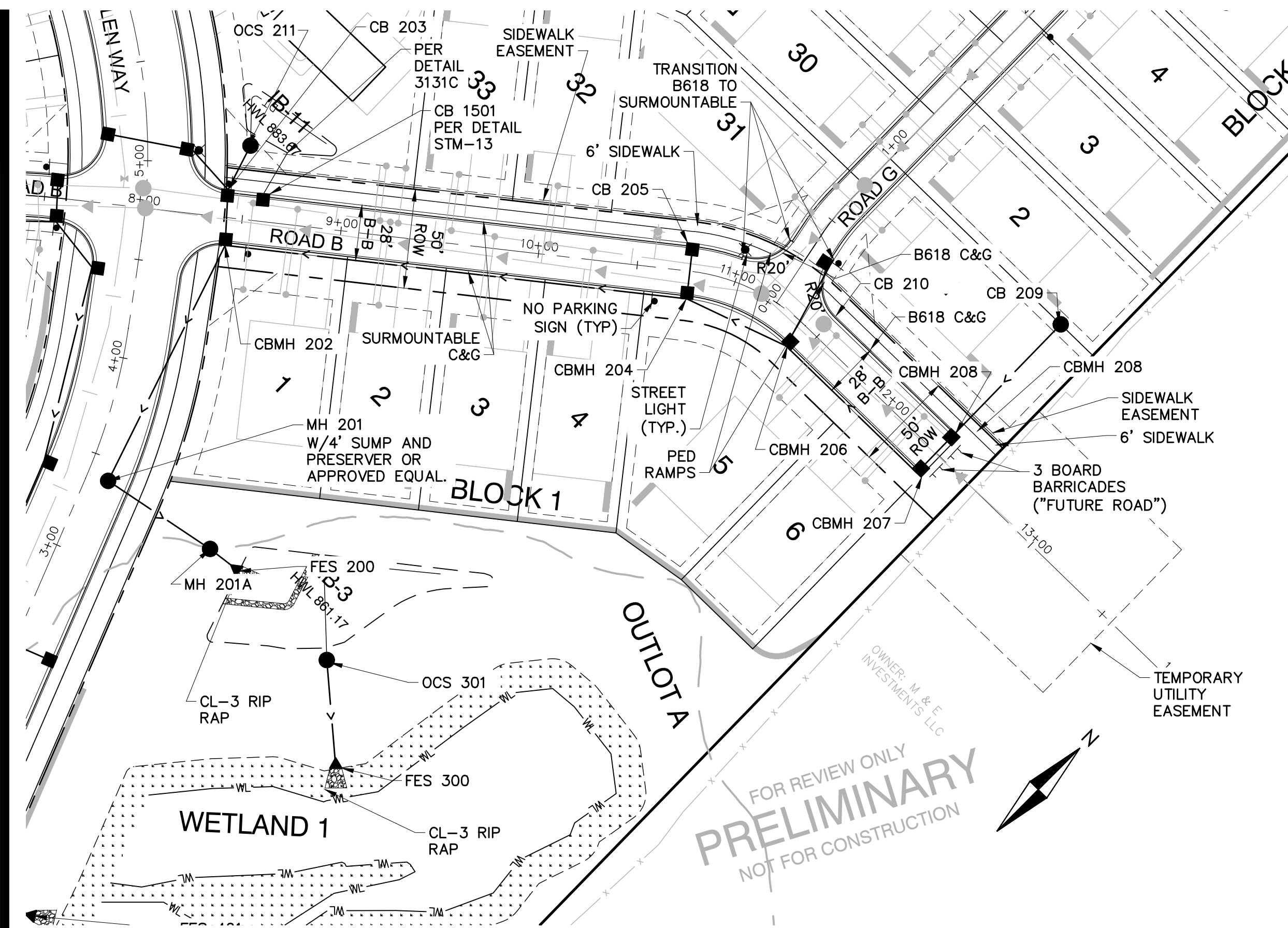
DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

SHEET 28 OF 39

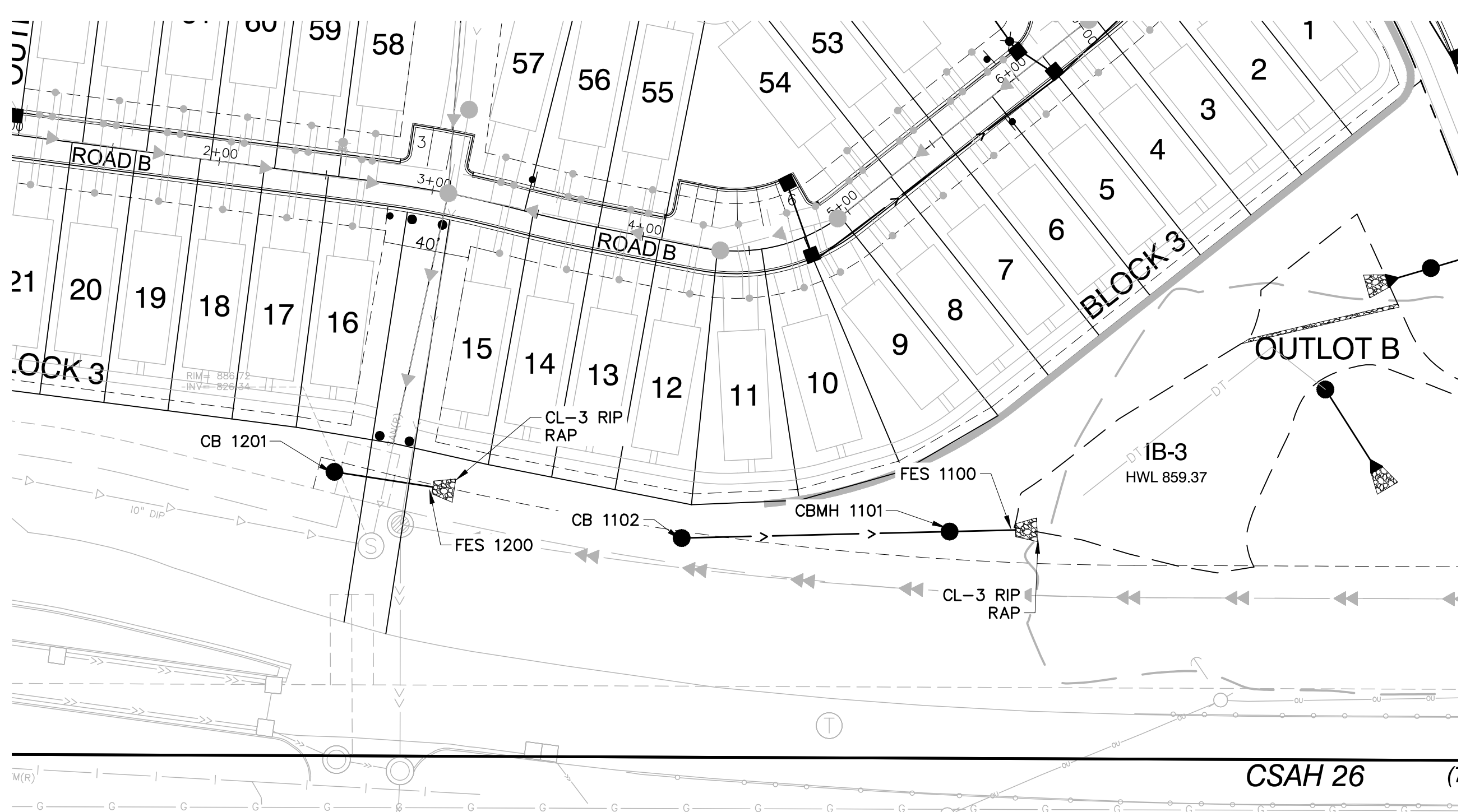


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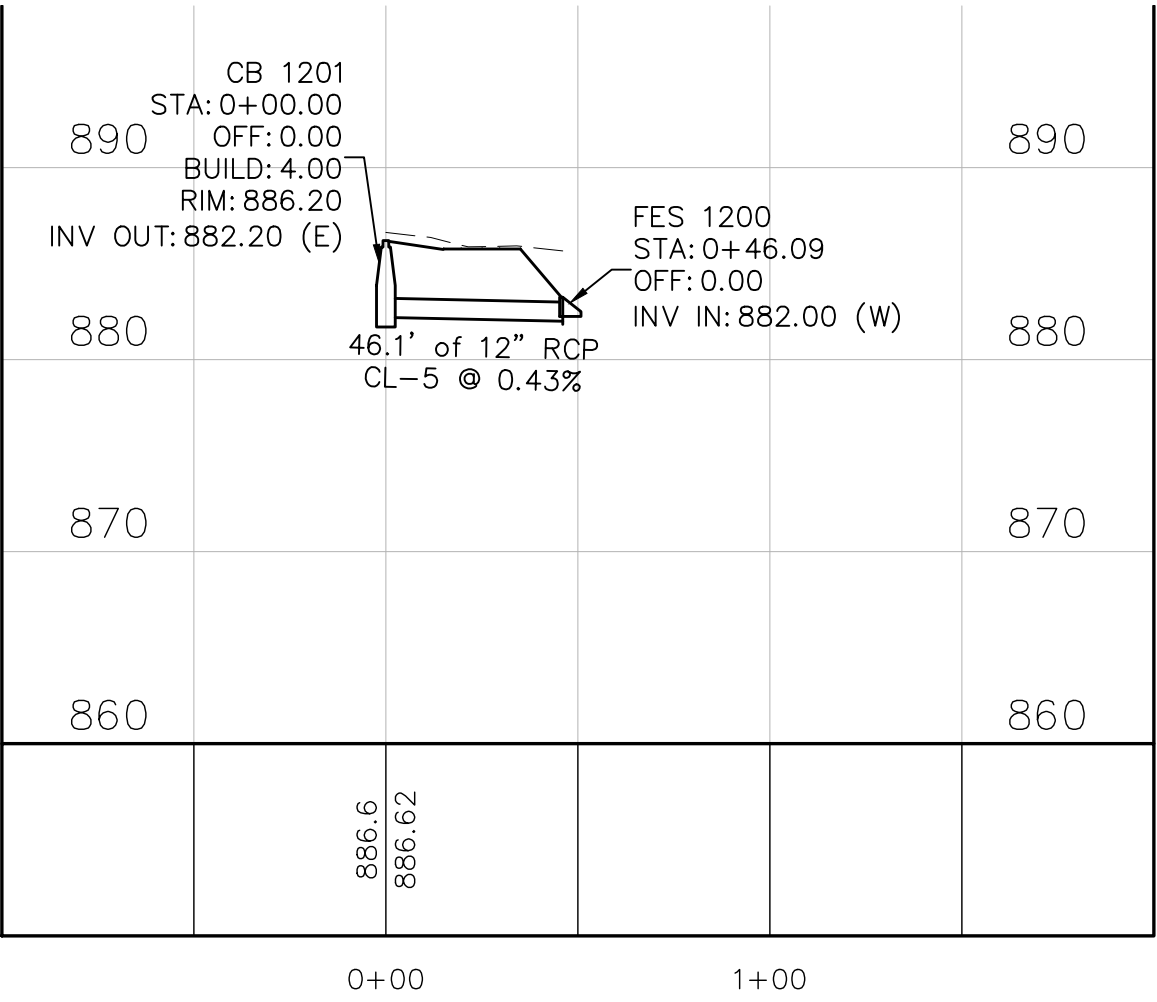




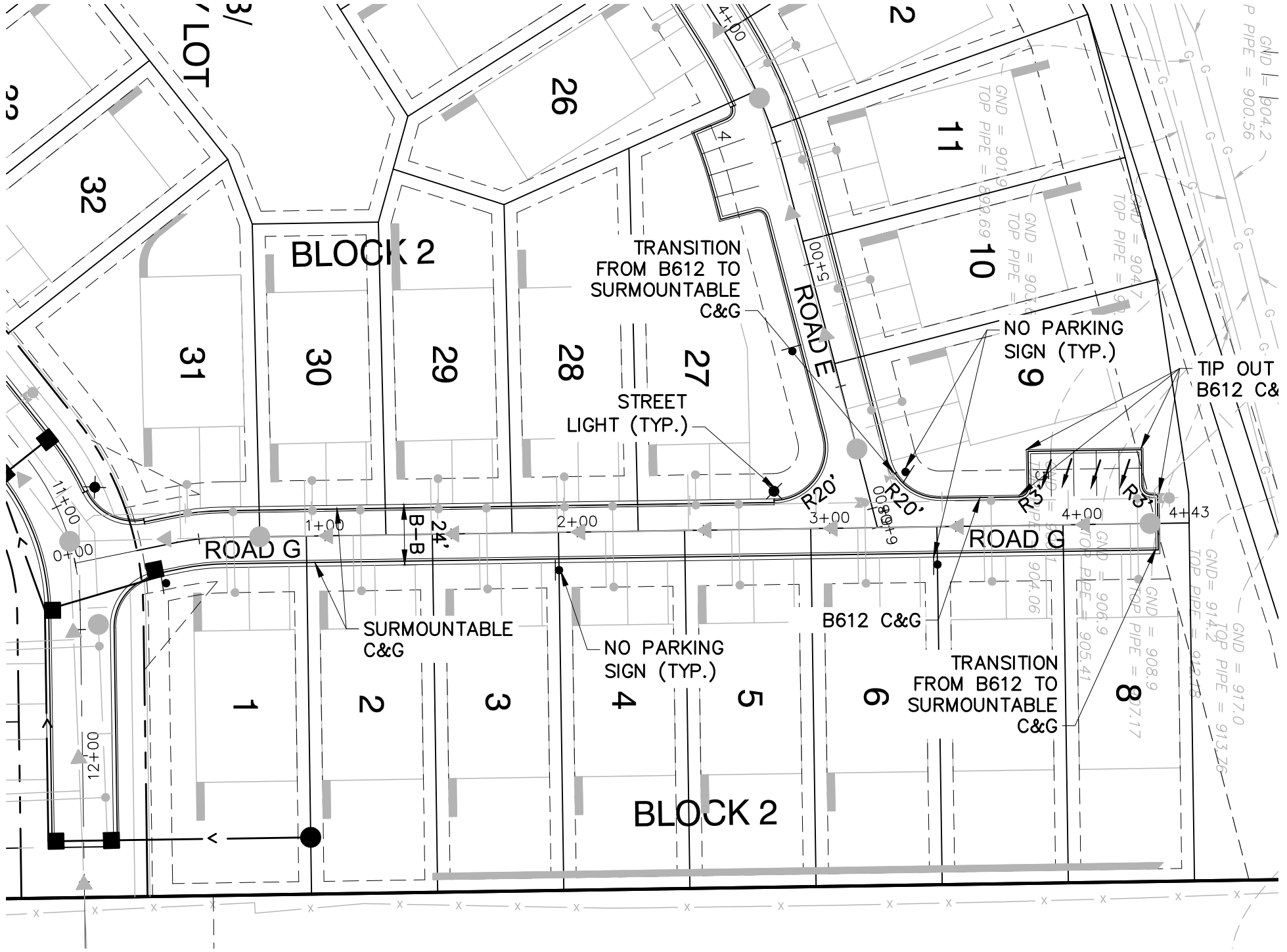
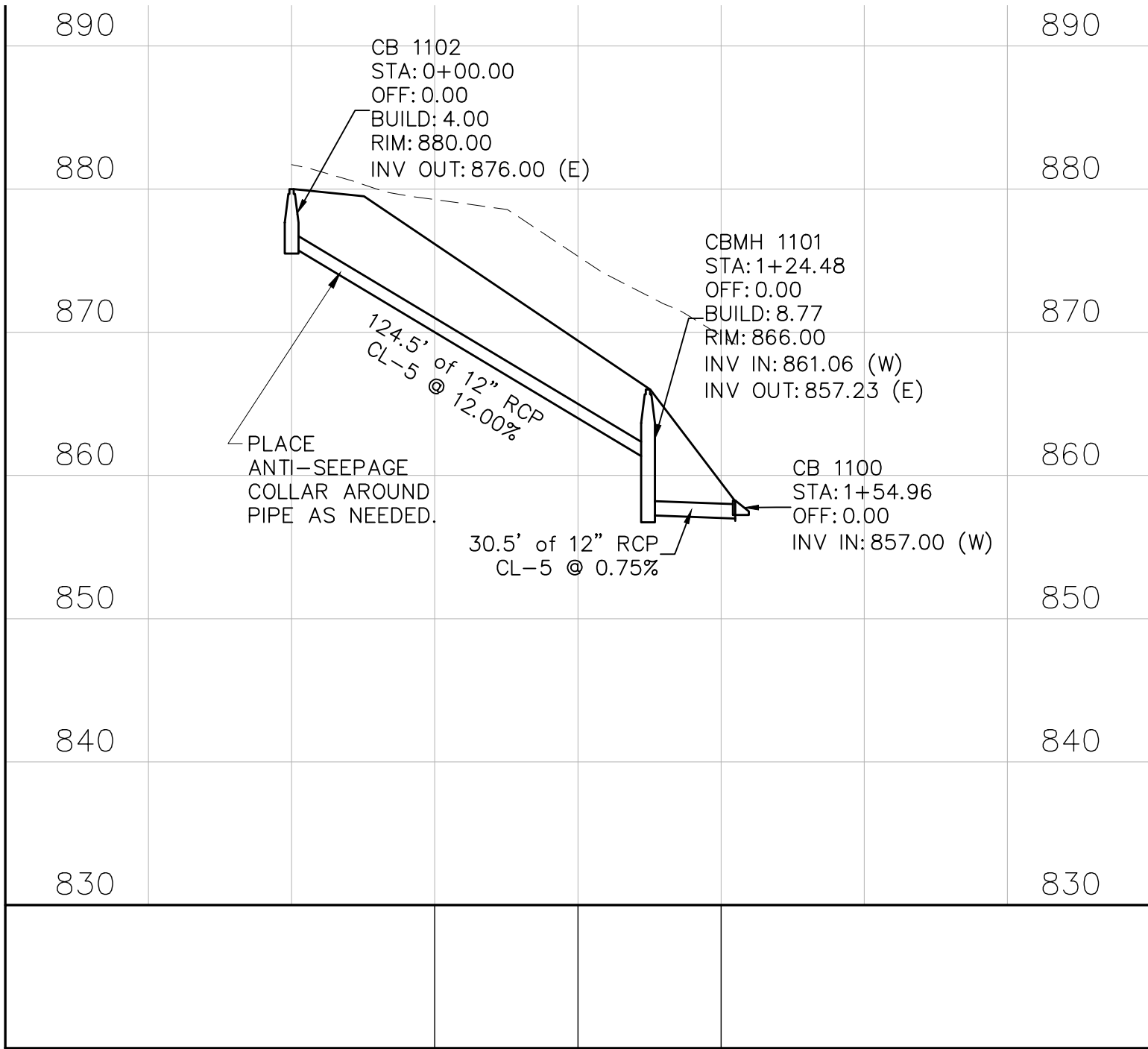
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CB 1102 TO FES 1000



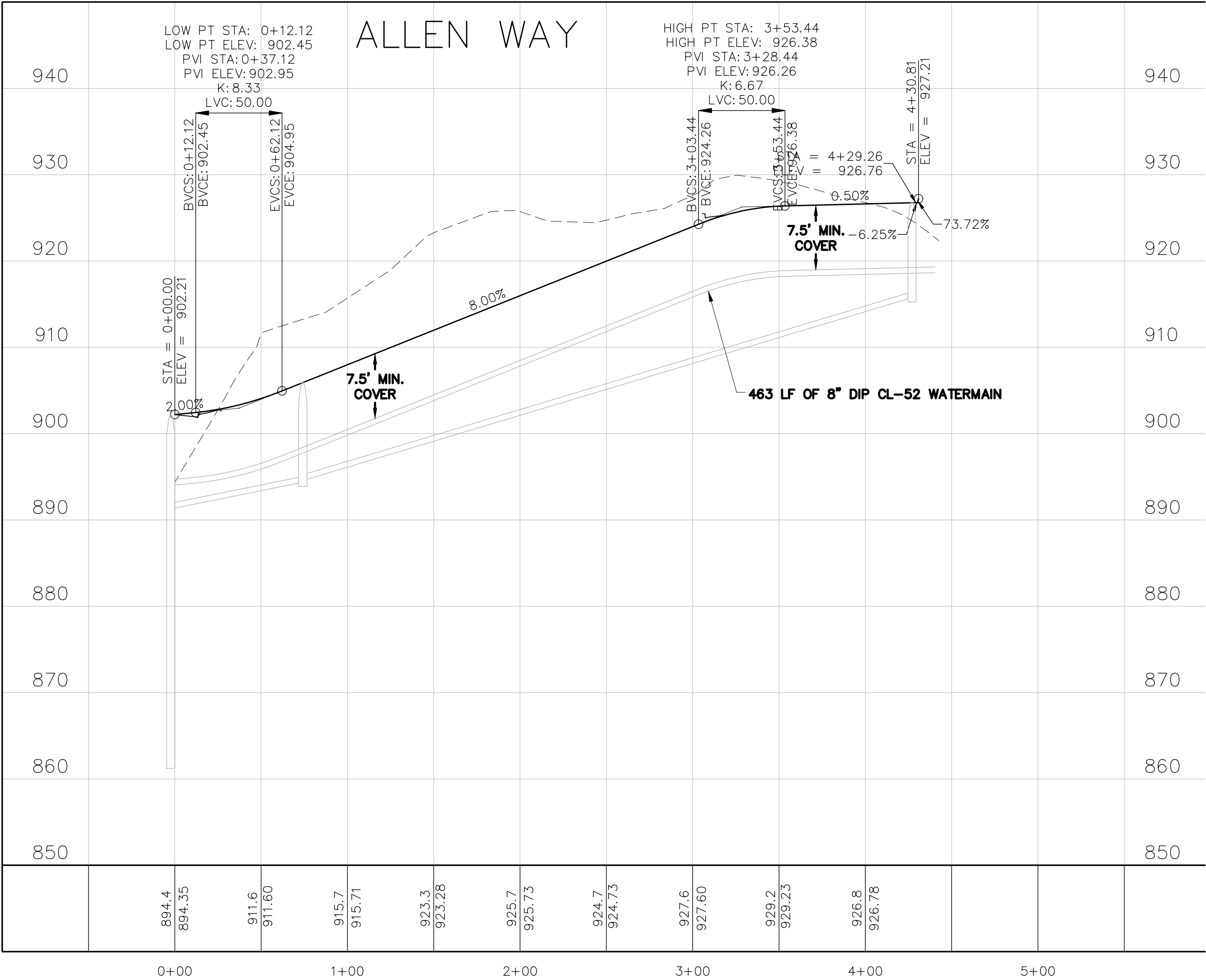
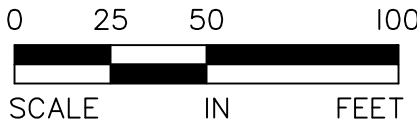
| STRUCTURE AND CASTING SCHEDULE | | |
|--------------------------------|---------|----------|
| MH NO. | SIZE | CASTING* |
| 1101 | 48" DIA | R-4342 |
| 1102 | 27" DIA | R-4342 |
| 1201 | 27" DIA | R-4342 |



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

STREET AND STORM SEWER PLAN AND PROFILES

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

MARK RAUSCH, PE

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

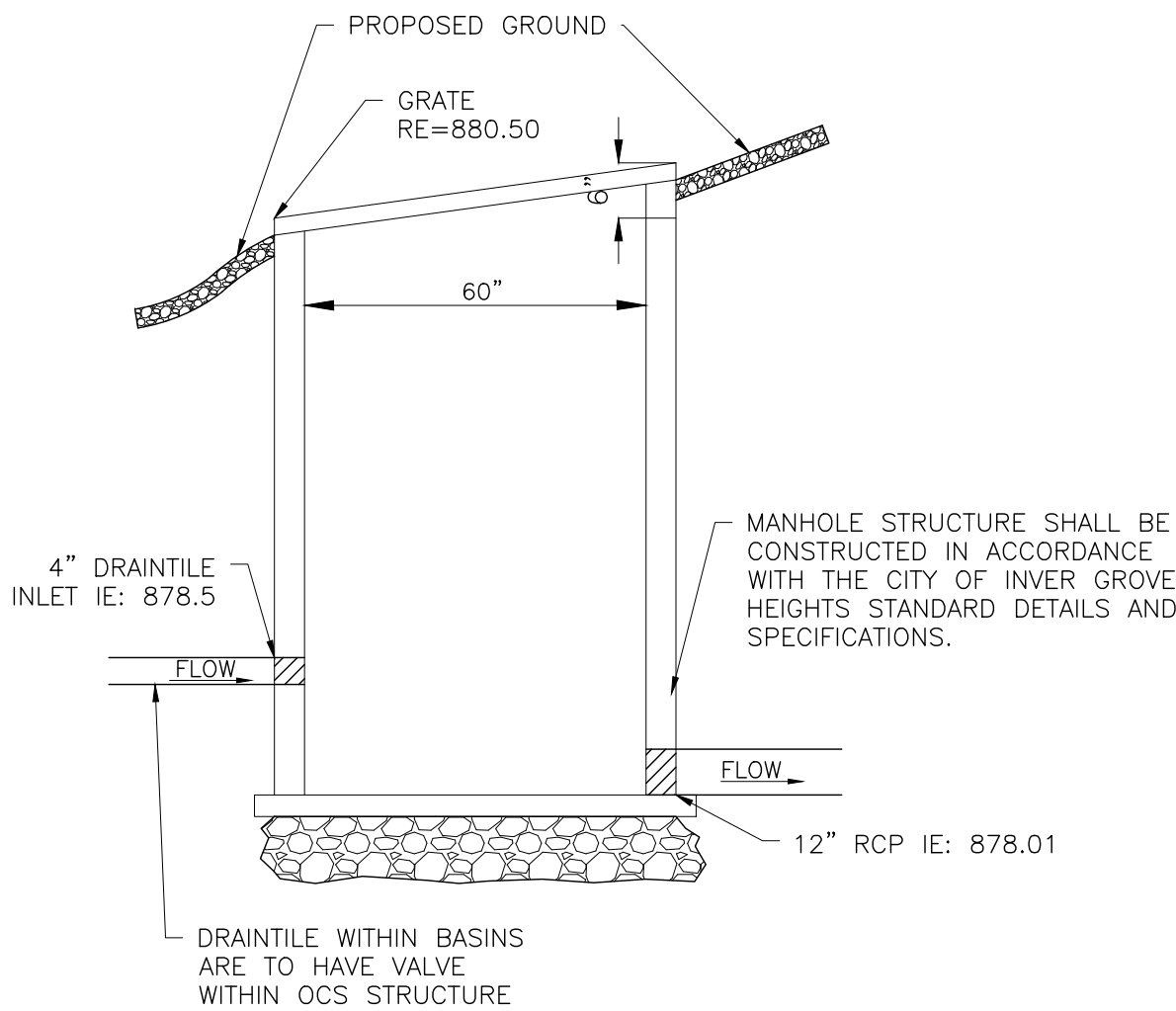
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PROJECT NO: 220-0092

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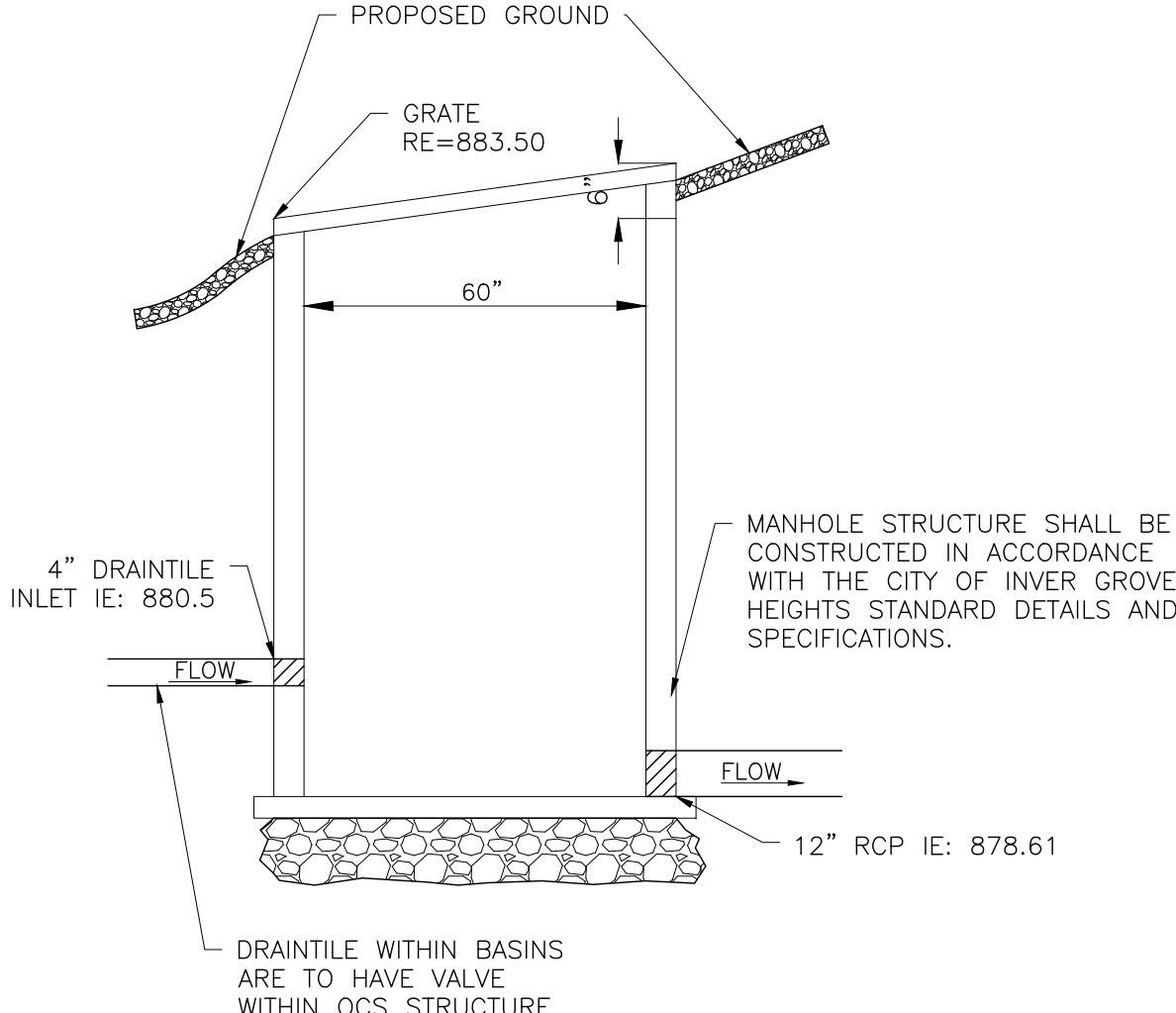
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NOT TO SCALE



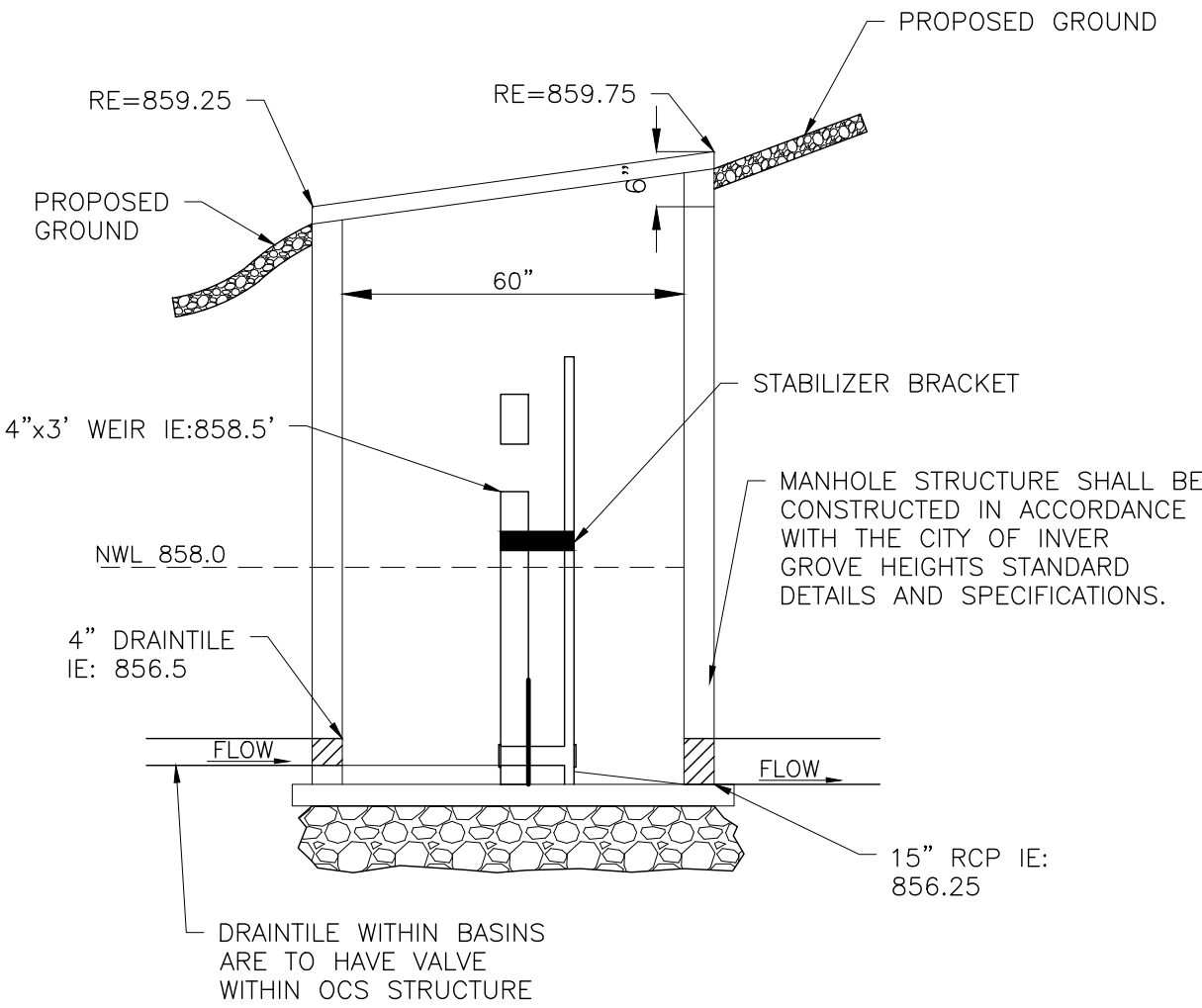
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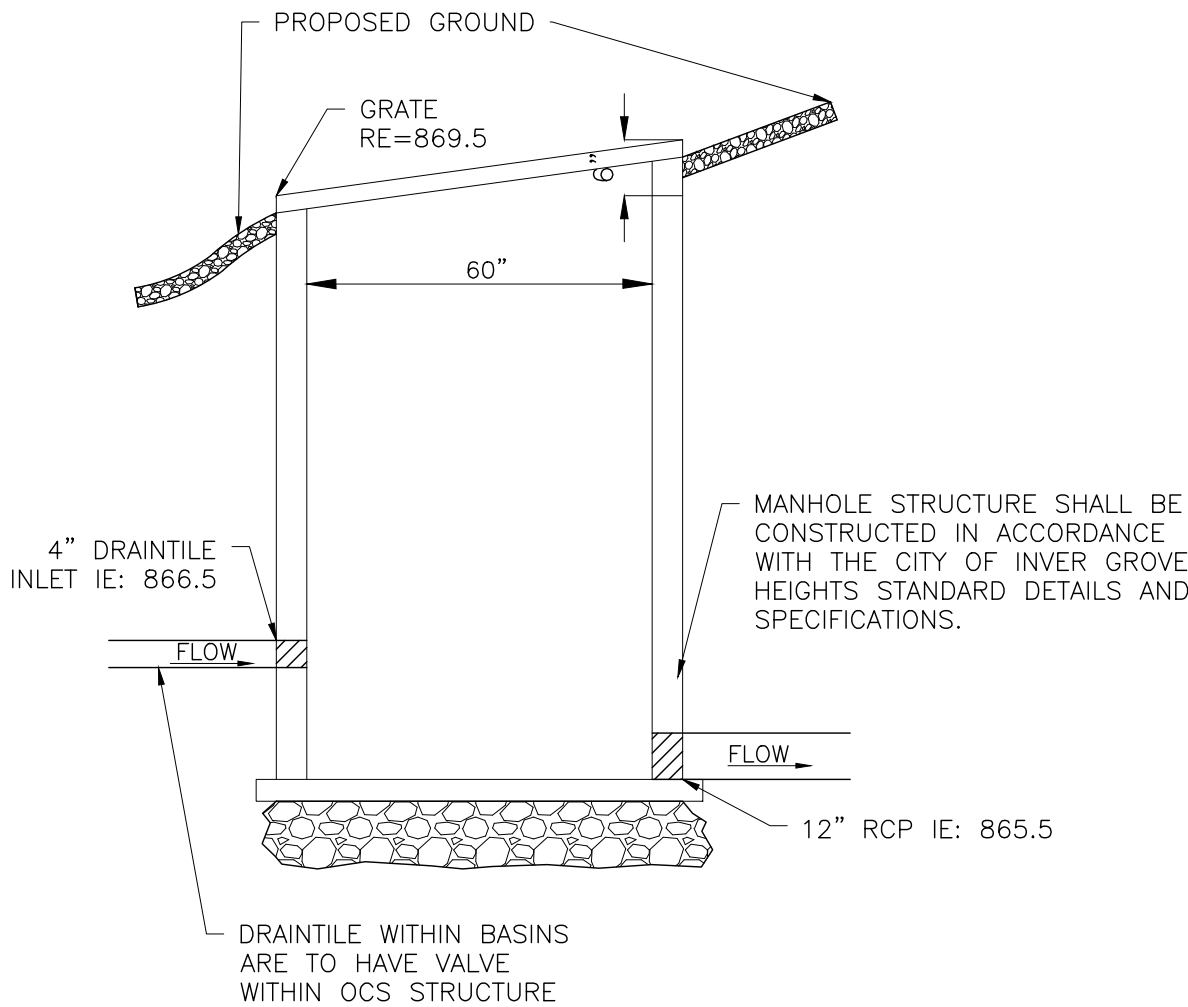
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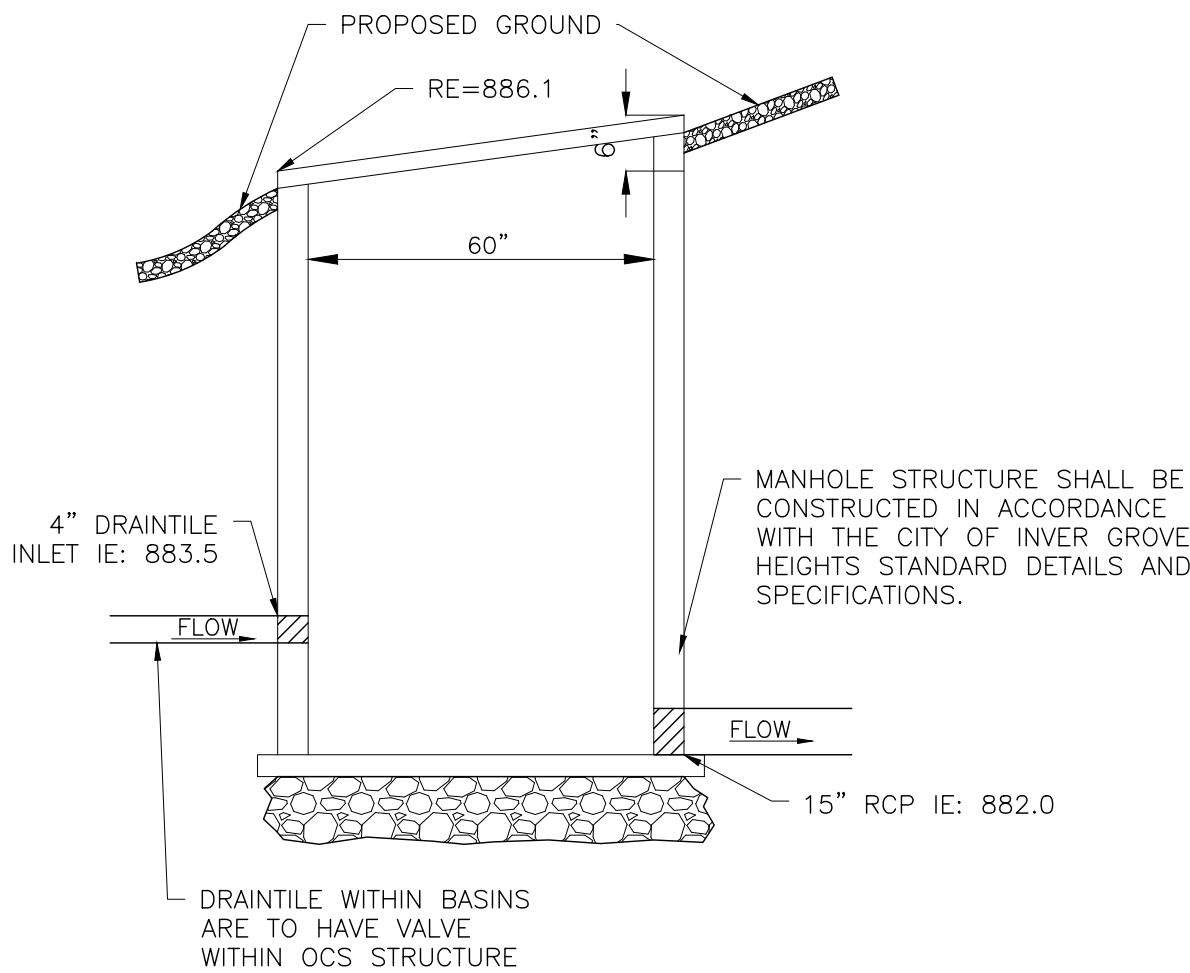
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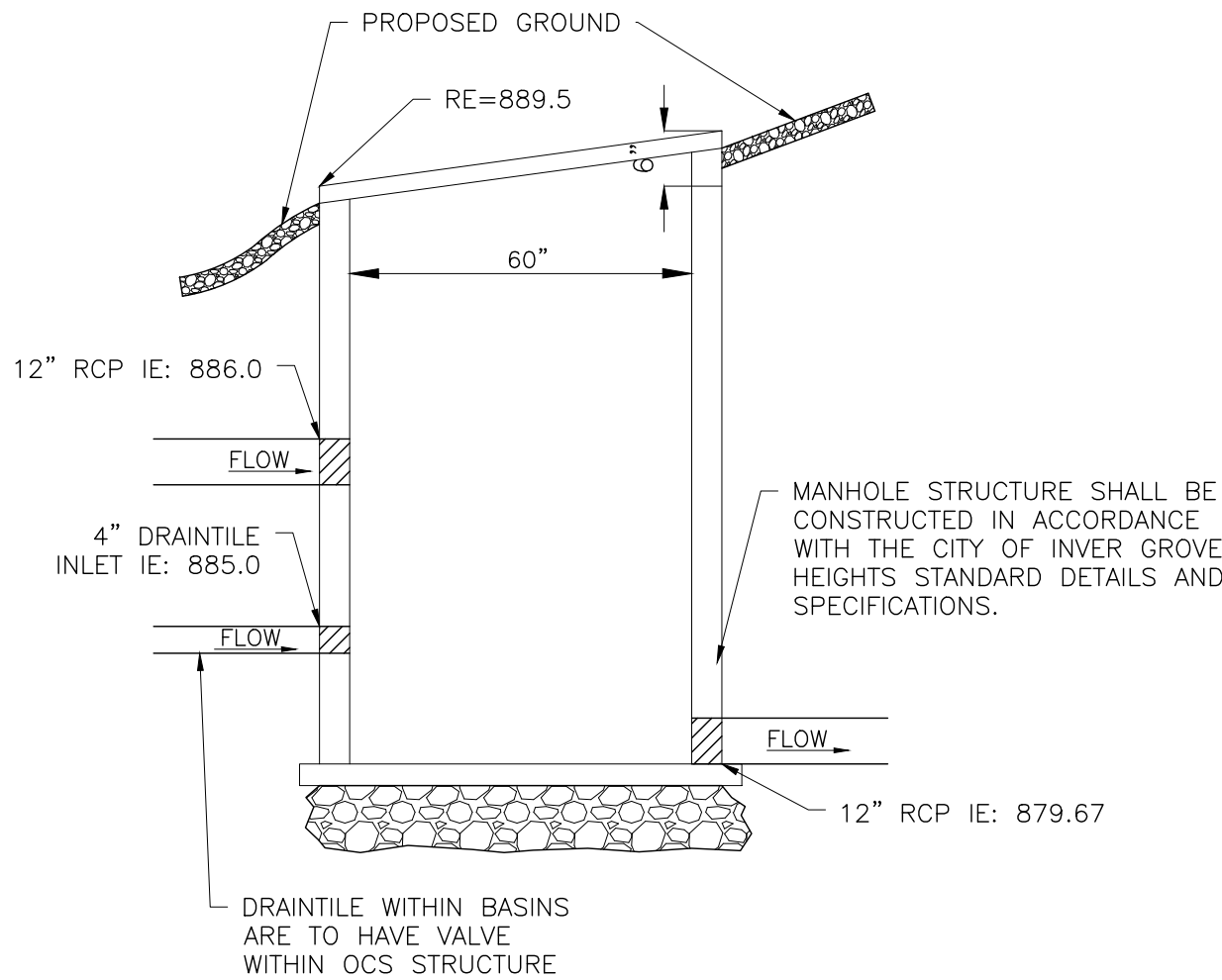
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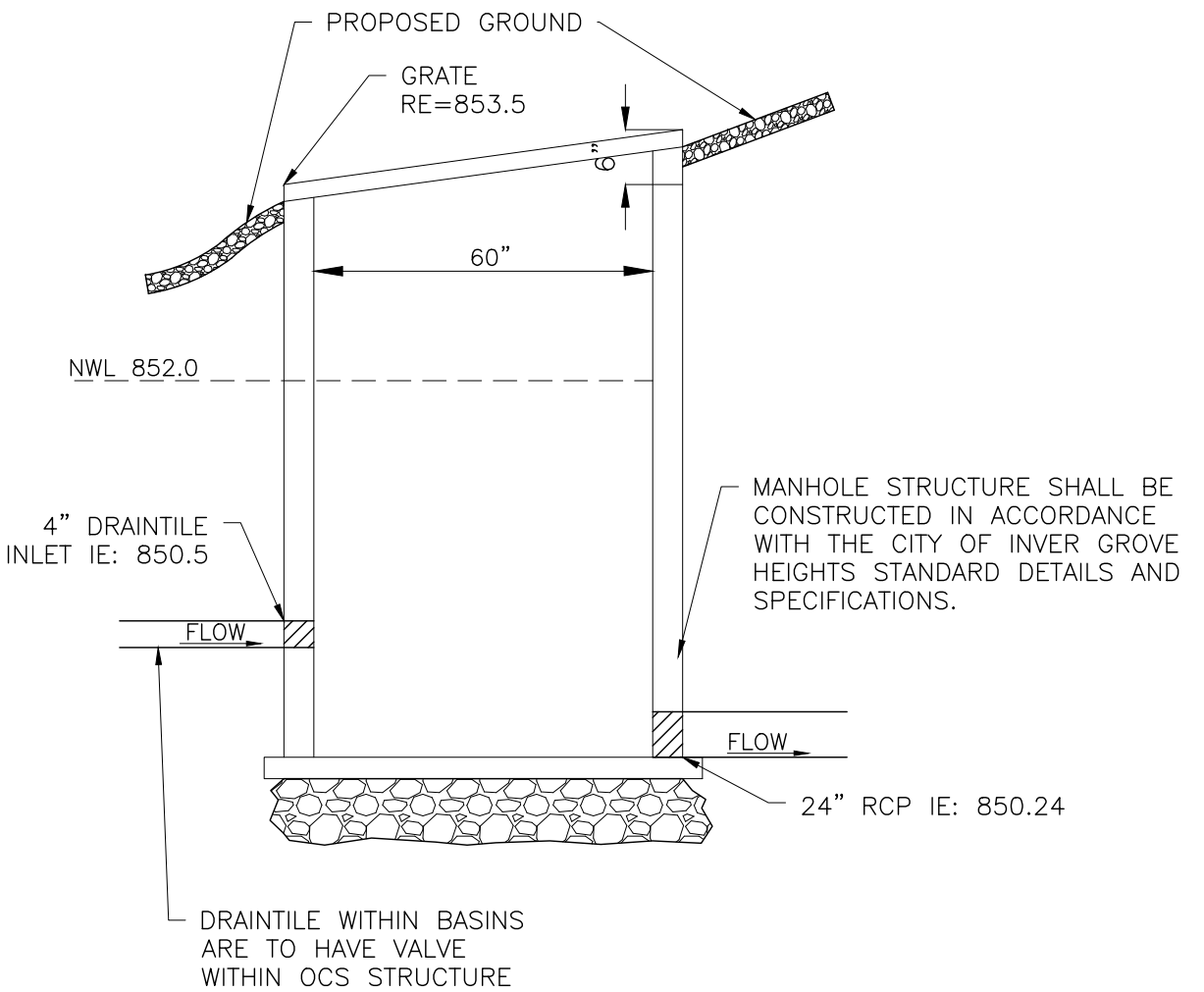
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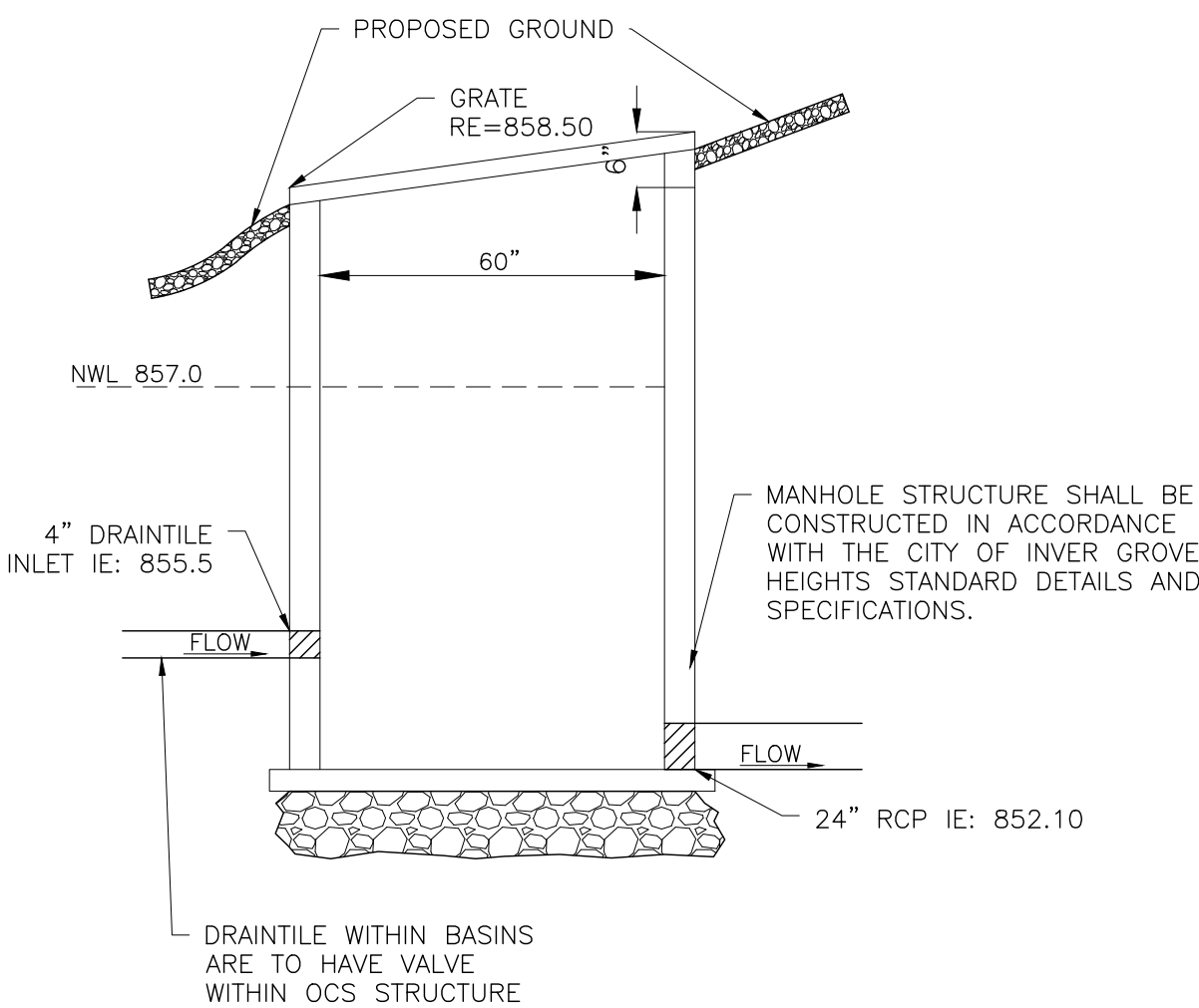
OCS 901

NOT TO SCALE



OCS 1001

NOT TO SCALE



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

OUTLET CONTROL STRUCTURE DETAILS

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MARK RAUSCH, PE

Date License No.

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BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

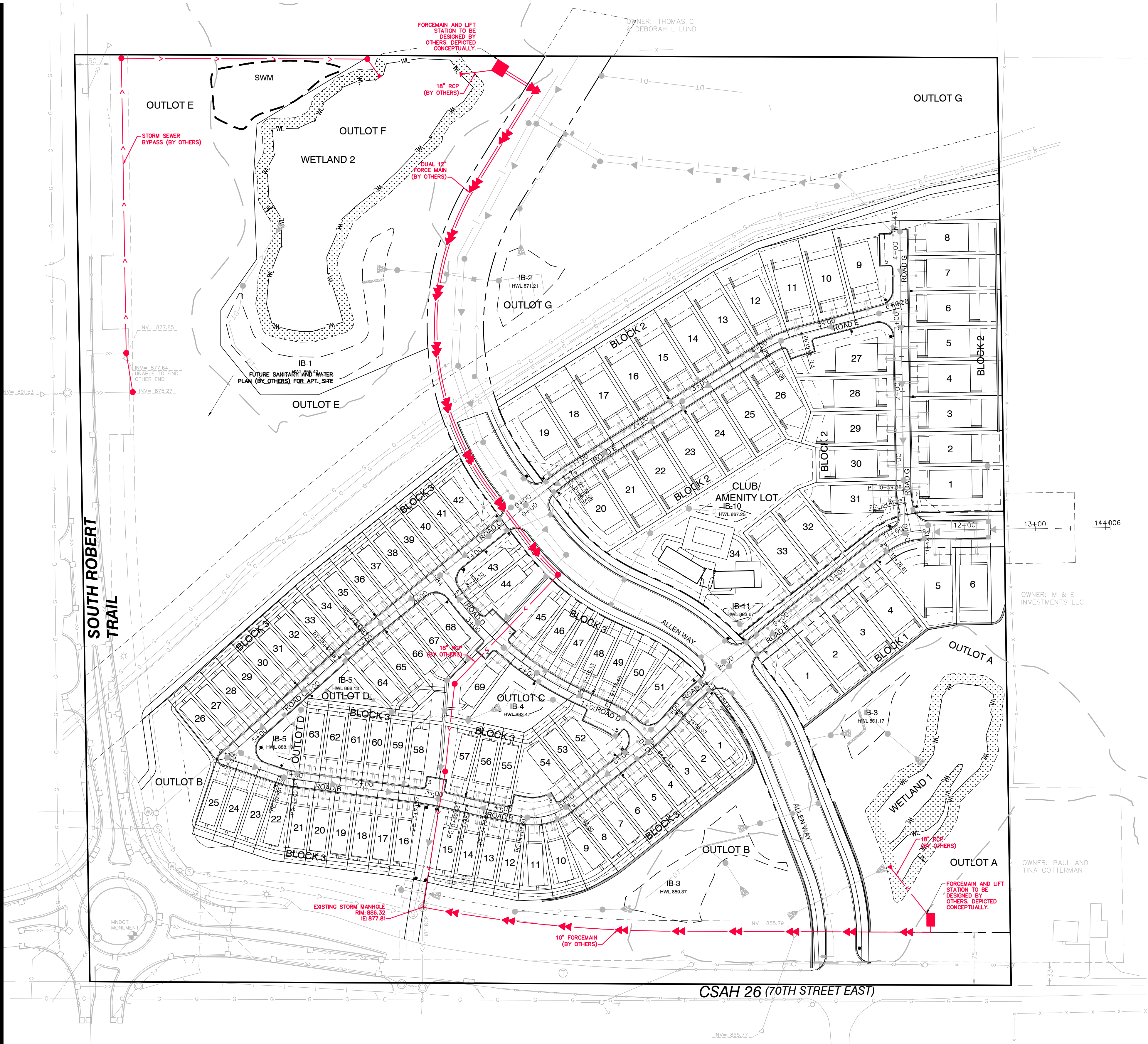
PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

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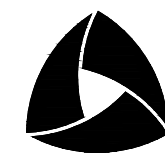


LEGEND:

| | | | | | |
|--|---------------------------|--|---------------------------|--|---------------------------------|
| | EXISTING GATE VALVE | | PROPOSED CATCH BASIN | | STORM SEWER (BY OTHERS) |
| | EXISTING HYDRANT | | PROPOSED WATERMAIN | | FORCE MAIN (BY OTHERS) |
| | EXISTING WATERMAIN | | PROPOSED SANITARY MANHOLE | | STORM SEWER MANHOLE (BY OTHERS) |
| | EXISTING CATCH BASIN | | PROPOSED GATE VALVE | | |
| | EXISTING STORM MANHOLE | | PROPOSED HYDRANT | | |
| | EXISTING STORM SEWER | | 4" PERFORATED DRAIN TILE | | |
| | EXISTING SANITARY MANHOLE | | PROPOSED STORM SEWER | | |
| | EXISTING SANITARY SEWER | | PROPOSED SANITARY SEWER | | |

UTILITY NOTES:

- EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
- FINAL DESIGN OF REGIONAL STORM SEWER TO BE DESIGNED BY WENCK. SEE WENCK PLAN SHEET FOR MORE DETAILS. CONTRACTOR TO COORDINATE WITH CITY AND ENGINEER.
- CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
- ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF INVER GROVE HEIGHTS ENGINEERING GUIDELINES.
- NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
- PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS-FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

REGIONAL STORM SEWER PLAN

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QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR
DRAWN: SIL, TAS
PROJECT NO: 220-0092

33

SHEET 33 OF 39

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0 40 80 160
SCALE IN FEET

ALLEN WAY - 70TH STREET EAST

6' SIDEWALK (TYP)

RETAINING WALL W/ SAFETY RAILING (TYP)

RETAINING WALL (TYP)

10' BITUMINOUS TRAIL (TYP)

80' ROW

-2.00% -2.00%

44' F-F

PC 0+50.60

ALLEN WAY

B618 C&G (TYP)

PED RAMP (TYP)

SAWCUT EXISTING PAVEMENT AND MATCH TO EXISTING GRADE

872.55x

871.63ex

872.52

868.20ex

R20

R20

854

855

862

866

870

872

0+0

0+100

[illegible][illegible]

ROAD G - ROAD E

9

5

4+4

2.00% 2.00%

24' B-B

ROAD G

B612 C&G (TYP)

926.39x

924.95x

R20'

6+00 6+08

3+00

SURMOUNTABLE C&G (TYP)

2.00% 2.00%

24' B-B

ROAD E

24' B-B

924.63x

R20'

922.39x

B612 C&G (TYP)

SURMOUNTABLE C&G (TYP)

2.00% 2.00%

24' B-B

922

[illegible]

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

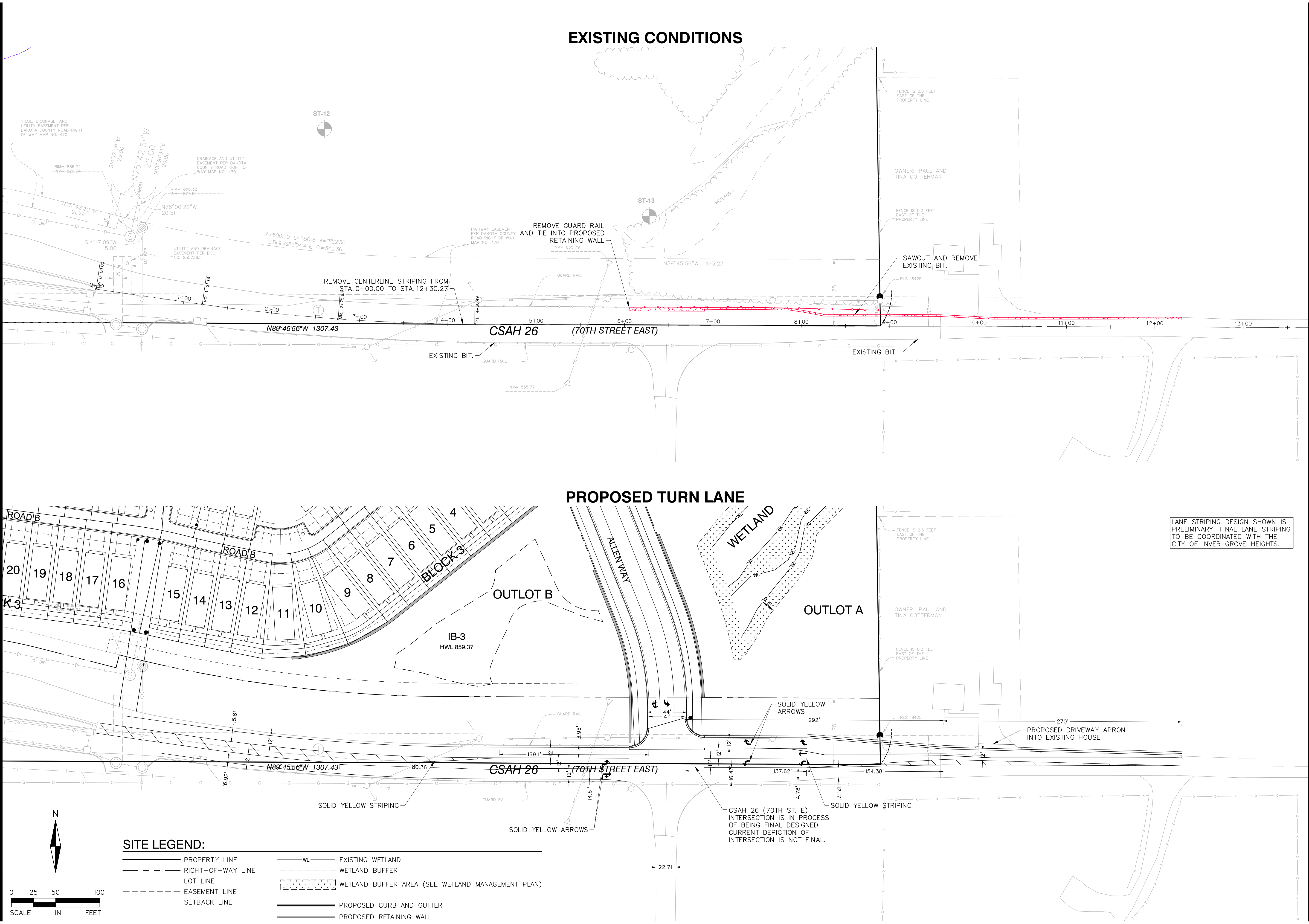
STREET INTERSECTION DETAILS

34

SHEET 34 OF 39

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Drawing name: C:\paw_working\projectwise\mregionid\dms24793\200092\turnlane.dwg Nov 16, 2020 4:13pm



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QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MPR

DRAWN: SIL, TAS

PROJECT NO: 220-0092

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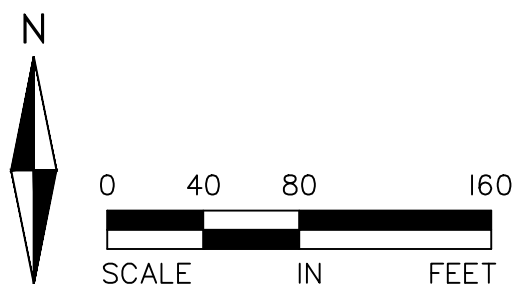
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LEGEND:

- PROPOSED DECIDUOUS OVERSTORY TREE
- PROPOSED COMPACT TREE
- PROPOSED CONIFEROUS TREE
- INFILTRATION SEED & PLUG MIX:
SEED MIX - MN SEED MIX 33-262
DRYSWALE/POND
(SEE SEEDING NOTES)

PLUG MIX - SEE PLANTING SCHEDULE
- SIDE SLOPE MIX
(SEE SEEDING NOTES)



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CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

LANDSCAPE PLAN

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MARK RAUSCH, PE
Date _____ License No. _____

QUALITY ASSURANCE/CONTROL

BY _____ DATE _____
DATE 11-16-2020 ISSUE FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA
DESIGNED: MK
DRAWN: JG
PROJECT NO: 220-0092

Drawing name: C:\new_working\projectwise\mreserial\dms24793\260092\land.dwg Nov 16, 2020 3:49pm

LEGEND

- PROPOSED DECIDUOUS OVERSTORY TREE
- PROPOSED COMPACT TREE
- PROPOSED CONIFEROUS TREE
- INFILTRATION SEED & PLUG MIX: SEED MIX - MN SEED MIX 33-262 DRYSWALE/POND (SEE SEEDING NOTES)
- PLUG MIX - SEE PLANTING SCHEDULE
- SIDE SLOPE MIX (SEE SEEDING NOTES)

ROBERT TRAIL

OUTLOT E

SWM

WETLAND 2

OUTLOT F

WETLAND 2 (EP-027)
NWL: 846.3/HWL: 862.6
LFE: 872.6/NOF: 894.0

NO SNOW STORAGE SIGN, SEE NOTES

OUTLOT E

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Drawing name: C:\new_working\projectwise\mregion\lms247931260092\land.dwg Nov 16, 2020 3:51pm

LEGEND

PROPOSED DECIDUOUS
OVERSTORY TREE

PROPOSED
COMPACT TREE

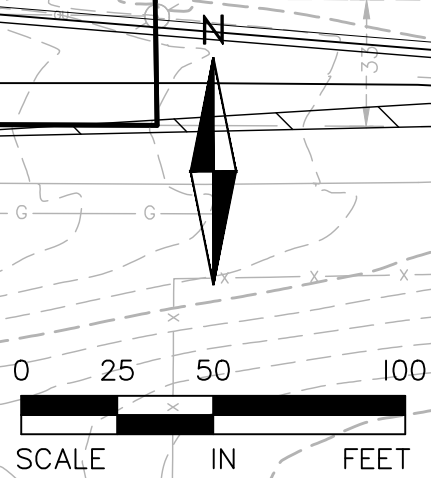
PROPOSED
CONIFEROUS TREE

INFILTRATION SEED & PLUG MIX:
SEED MIX - MN SEED MIX 33-262
DRYSWALE/POND
(SEE SEEDING NOTES)

SIDE SLOPE MIX
(SEE SEEDING NOTES)

PLUG MIX - SEE PLANTING SCHEDULE

SOUTH ROBERT TRAIL



CANVAS AT INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
FINAL PLAT - PHASE 1
LANDSCAPE PLAN

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MARK KRONBECK, PLA, ASLA
Date License No.

QUALITY ASSURANCE/CONTROL

| | |
|------------|--------------------------|
| BY | DATE |
| DATE | ISSUE |
| 11-16-2020 | FINAL PLAT-PH1 SUBMITTAL |

| | |
|-------------------|----------|
| PROJECT TEAM DATA | |
| DESIGNED: | MK |
| DRAWN: | JG |
| PROJECT NO: | 220-0092 |

LANDSCAPE SCHEDULE

| PHASE 1 | FUTURE | TOTAL | KEY | COMMON NAME / SCIENTIFIC NAME | SIZE | NOTES | INCHES OF MITIGATION |
|-------------------|--------|-------|----------------------|--|---------------|---|----------------------|
| OVERSTORY TREES | | | | | | | 732.5 |
| 19 | 1 | 20 | AB | Autumn Blaze Red Maple / Acer x freemanii 'Jeffersred' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 50 |
| 25 | 7 | 32 | DB | Dakota Pinnacle Birch / Betula platyphylla 'Fargo' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 80 |
| 7 | 3 | 10 | GL | Greenspire Linden / Tilia cordata 'Greenspire' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 25 |
| 6 | 2 | 8 | HB | Common Hackberry / Celtis occidentalis | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 20 |
| 31 | | 31 | KO | Kindred Spirit Oak / Quercus x warei 'Nadler' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 77.5 |
| 5 | 1 | 6 | LL | Littleleaf Linden /Tilia cordata | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 15 |
| 27 | 2 | 29 | PE | Patriot Elm / Ulmus patriot | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 72.5 |
| 6 | 4 | 10 | PO | Pin Oak / Quercus alba | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 25 |
| 23 | 2 | 25 | PS | Prairie Sentinel Hackberry / Celtis JFS-KSU1 | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 62.5 |
| 31 | 18 | 49 | RB | River Birch / Betula nigra | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 122.5 |
| 16 | 2 | 18 | SG | Sienna Glen Maple / Acer x freemanii 'Sienna' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 45 |
| 14 | 3 | 17 | SH | Skyline Honeylocust / Gleditsia tricanthos var. inermis 'Skycole' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 42.5 |
| 14 | 6 | 20 | SM | Sugar Maple / Acer saccharum 'Bailsta' | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 50 |
| 15 | 3 | 18 | WO | Swamp White Oak / Quercus bicolor | 2.5" Cal. B&B | Straight Trunk, No V-Crotch. | 45 |
| CONIFERS | | | | | | | 759.3 |
| 64 | 47 | 111 | BF | Balsam Fir / Abies balsamea | 6' ht. B&B | Full Form | 277.5 |
| 76 | 58 | 134 | BS | Blackhills Spruce / Picea glauca densata | 8' ht. B&B | Full Form | 442.2 |
| 12 | | 12 | RP | Red Pine / Pinus resinosa | 8' ht. B&B | Full Form | 39.6 |
| 391 | 159 | 550 | Total Trees Proposed | | | Total Mitigation Inches | 1491.8 |
| NATIVE PLUG MIXES | | | | | | | |
| | | | | PLUG MIX SHALL CONTAIN A DIVERSITY OF SPECIES (10 MINIMUM) OF GRASSES, SEDGES AND FORBES. A MINIMUM OF 50% OF TOTAL PLUGS SHALL BE GRASSES.

ACCEPTABLE SPECIES INCLUDE:
<u>GRASSES</u>
SWITCHGRASS Panicum virgatum
RICE-CUT GRASS Leersia oryzoides
PRAIRIE BROME Bromus kalmii
FOWL BLUEGRASS Poa palustris
VIRGINIA WILD RYE Elymus virginicus

<u>FORBS</u>
GOLDEN ALEXANDERS Zizia aurea
NEW ENGLAND ASTER Symphyotrichum novae-angliae
BEEBALM Monarda fistulosa
MOUNTAIN MINT Pycnanthemum virginianum
GRASS LEAVED GOLDENROD Solidago graminifolia
SNEEZEWEED Helenium autumnale
GREEN-HEADED CONEFLOWER Rudbeckia laciniata
CANADA ANEMONE Anemone canadensis

<u>SEDGES</u>
FOX SEDGE Carex vulpinoidea
BOTTLE BRUSH SEDGE Carex comosa
PORCUPINE SEDGE Carex hystericina
TUSSOCK SEDGE Carex stricta | PLUG | PLANT PLUGS 48" O.C. INTO SEEDING AND EROSION CONTROL BLANKETS. INFILTRATION BASIN SEEDING/PLANTING SHALL BE IN THE FOLLOWING SEQUENCE:
1. BASE SEEDING
2. EROSION CONTROL BLANKET
3. NATIVE PLUGGING INTO BLANKET | |

Notes:
- Quantities on plan supercede list quantities in event of discrepancy
- Height to DBH equivalency used 6'≈2.5"

LANDSCAPE NOTES

- CONTRACTOR IS RESPONSIBLE FOR CALLING GOPHER STATE ONE CALL AT 811 OR 651-454-0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
- INSTALL 4" MIN. TOP SOIL TO ALL SOD, SEED AND SHRUB AREAS. FINE GRADE ALL SOD AND SEED AREAS. INSTALL 12" PLANTING SOIL TO ALL PERENNIAL & ANNUAL AREAS.
- STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
- WHERE SHREDDED HARDWOOD MULCH IS SPECIFIED, BED MULCH WITH 4" DEPTH OF DARK BROWN SHREDDED HARDWOOD MULCH OVER FILTER FABRIC.
- POLY-EDGER TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED EQUAL.
- INSTALL 4-6" DEPTH DARK BROWN SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS.
- PLANTING SOIL SHALL BE 1:1:1 CONSISTING OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND.
- COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
- MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
- COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
- STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
- SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS.
- SUPPLY DESIGN AND INSTALLATION OF AN IRRIGATION SYSTEM TO PROVIDE COVERAGE OF SOD AND PLANTING AREAS. SOD AND SHRUB AREAS TO BE ON SEPARATE ZONES. PROVIDE RAIN SENSOR. USE RAINBIRD OR APPROVED EQUAL COORDINATE WITH G.C.
- GENERAL & LANDSCAPE CONTRACTOR SHALL FOLLOW THE COUNTY/STATE SOIL & EROSION CONTROL SPECIFICATIONS FOR DISTURBED AREA STABILIZATION.
- FIRE HYDRANTS MUST HAVE 5' MINIMUM CLEARANCE. INSTALL PLANT MATERIAL SUCH THAT IT WILL PROVIDE A 5' CLEARANCE AROUND THE FIRE HYDRANT AT MATURITY.
- SIGNS AROUND INFILTRATION POND TO READ, "NOTICE: NO SNOW STORAGE WITHIN INFILTRATION BASIN"

LANDSCAPE REQUIREMENTS

REQUIRED MITIGATION: 1,491 CALIPER INCHES
PROVIDED MITIGATION: 1,491.8 CALIPER INCHES

SEEDING NOTES:

INFILTRATION AREA SEED MIX: MN STATE SEED MIX 33-262 (DRY SWALE/POND), SEEDING RATE TO BE 44 LBS/ACRE (PURE LIVE SEED).

SIDE SLOPE SEED MIX: MN STATE SEED MIX 35-221 (DRY PRAIRIE GENERAL) SEEDING RATE TO BE 36.5 LBS/ACRE (PURE LIVE SEED).

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH Mn/DOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 15 - JULY 20 OR SEPTEMBER 20 - FREEZE UP.
IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO-SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI-PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.

MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEEDED, REFERTILIZED AND REMULCHED WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

LOW FLOW INLET TO INFILTRATION BASIN SHALL BE PLUGGED DURING CONSTRUCTION AND DURING FIRST FULL GROWING SEASON TO ESTABLISH VEGETATION.

REFER TO MN STATE SEED MIX MANUAL.



ALLIANT

733 Marquette Avenue
Suite 700
Minneapolis, MN 55402
612.758.3080
www.alliant-inc.com

CANVAS AT INVER GROVE HEIGHTS

INVER GROVE HEIGHTS, MINNESOTA

FINAL PLAT - PHASE 1

LANDSCAPE SCHEDULE AND NOTES

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

MARK KRONBECK, PLA, ASLA

Date License No.

QUALITY ASSURANCE/CONTROL

BY DATE

DATE ISSUE

11-16-2020 FINAL PLAT-PH1 SUBMITTAL

PROJECT TEAM DATA

DESIGNED: MK
DRAWN: JG
PROJECT NO: 220-0092

39

FOR REVIEW ONLY
PRELIMINARY
NOT FOR CONSTRUCTION

Rebecca Kiernan

From: Donald Fischer <dona1dfischerw@gmail.com>
Sent: Thursday, February 18, 2021 3:07 PM
To: Rebecca Kiernan
Subject: Canvas at Inver Grove

Follow Up Flag: Follow up
Flag Status: Flagged

Rebecca,

Hi, I received information for the project Canvas at Inver Grove Heights from Kim Fox and she had stated it would go to the City Council for consideration of final approval February 22. So I wrote up my concerns (below) but now I see the agenda was just posted and it's not on the agenda. Can I leave this with you and you can submit it to the council when it comes up?

Plus can you let me know how I can watch the council meetings on-line? I don't have cable access.

Thanks,
Don Fischer

Council members:

My name is Donald Fischer I live at 7010 Angus Ave about 1/4 mile east of the proposed Canvas development. I have concerns about traffic flow having only one access point that being 70th St. There needs to be another access point on South Robert Trail. Having only one access point and that being on the busier roadway is very unsafe. I have waited extended periods of time trying to exit Angus Ave onto 70th St and the longer you have to wait for traffic to clear the more likely you are to make a poor decision and enter the traffic flow. I checked MnDot and Dakota county websites for traffic counts and unfortunately they are 5 years old. Even back then they showed 1000 more cars on 70th than Robert. I'm sure it's greater than that today.

I'm just guessing that MnDot doesn't want to allow another access point on its state roadway, their reasoning being safety of course. But it is a lot safer to enter a less busy street. Also after hwy 52 was built and moved off hwy 3 it probably should have been ceded over to Dakota county anyway.

Another safety concern is the pipelines running under proposed Allen Way. I'm assuming outlots E & G will be developed at some point and how would the fire department access those homes if the pipelines leaked and started the road on fire? (see attachment below)

I believe adding access from South Robert Trail is a must for this development.

Thanks,
Don Fischer
7010 Angus Ave. E.
451-0290

Mounds View pipeline explosion of 1986, with its deadly two-story walls of flame:



Photo: The Mounds View pipeline explosion of 1986, with its deadly two-story walls of flame, changed the way Minnesota thought about pipelines and spurred the formation of the Office of Pipeline Safety, now celebrating its 30th birthday.

If you lived in Minnesota in 1986, you very likely remember the Mounds View pipeline explosion. Who could forget the news stories about two-story walls of flame that spewed from the sewer line (into which petroleum had leaked) early that July morning, destroying everything in its path and killing a 35-year-old mother and her 7-year-old daughter? The explosion melted power lines, charred trees, and belched thick black smoke into the air as hundreds were evacuated from their homes.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PERMANENT PEDESTRIAN SIDEWALK EASEMENT
FOR LOT 1, BLOCK 2, AND LOTS 31, 32, 33 AND 34, BLOCK 2,
CANVAS AT INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT PEDESTRIAN SIDEWALK EASEMENT FOR LOT 1, BLOCK 2 AND LOT 31, 32, 33 AND 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (“Easement”) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as the “Landowner”, and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”.

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a sidewalk (including, without limitation, the construction, maintenance, repair and use of a sidewalk)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational sidewalk shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the sidewalk and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

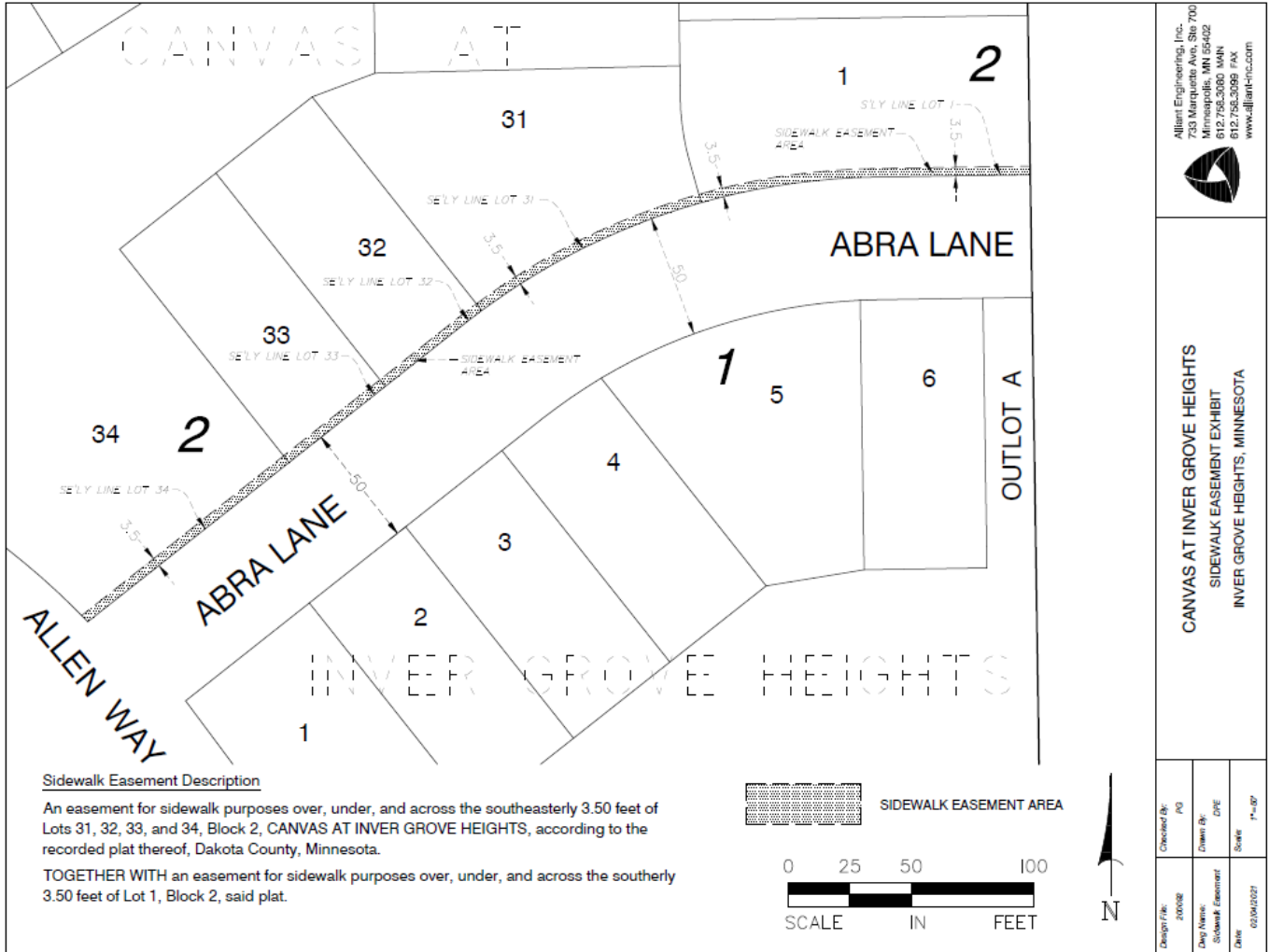
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement and right-of-way for sidewalk purposes (including, without limitation, the construction, maintenance, repair and use of a sidewalk) over, under, across, through and upon the southeasterly 3.50 feet of Lots 31, 32, 33 and 34, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat, thereof, Dakota County, Minnesota,

Together with a permanent easement and right-of-way for sidewalk purposes (including, without limitation, the construction, maintenance, repair and use of a sidewalk) over, under, across, through and upon the southerly 3.50 feet of Lot 1, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat, thereof, Dakota County, Minnesota.

EXHIBIT A (CONTINUED)
DEPICTION OF EASEMENT AREA



TEMPORARY SANITARY SEWER AND WATER MAIN EASEMENT
RELATING TO LOT 1, BLOCK 2 AND OUTLOT A,
CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY SANITARY SEWER AND WATER MAIN EASEMENT RELATING TO LOT 1, BLOCK 2 AND OUTLOT A, CANVAS AT INVER GROVE HEIGHTS, (Temporary Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A temporary easement for sanitary sewer and water main and related underground pipes, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of sanitary sewer and water main and related underground pipes, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described and depicted on **Exhibit A** (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

The Temporary Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer and water main and related underground pipes, conduits, other utilities and mains and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Temporary Easement Area.

The Temporary Easement rights further include, but are not limited to, the right of ingress and egress over the Temporary Easement Area to access the Temporary Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer and water main and related

underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto.

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

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

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

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

This Easement shall expire and be of no force and effect from and after the following:

1. The sanitary sewer and water main utilities are extended easterly of Lot 1, Block 2, Canvas at Inver Grove Heights and Outlot A, Canvas at Inver Grove Heights; and
2. The sanitary sewer and water main utilities to the east of Lot 1, Block 2, Canvas at Inver Grove Heights and Outlot A, Canvas at Inver Grove Heights are constructed and operational.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

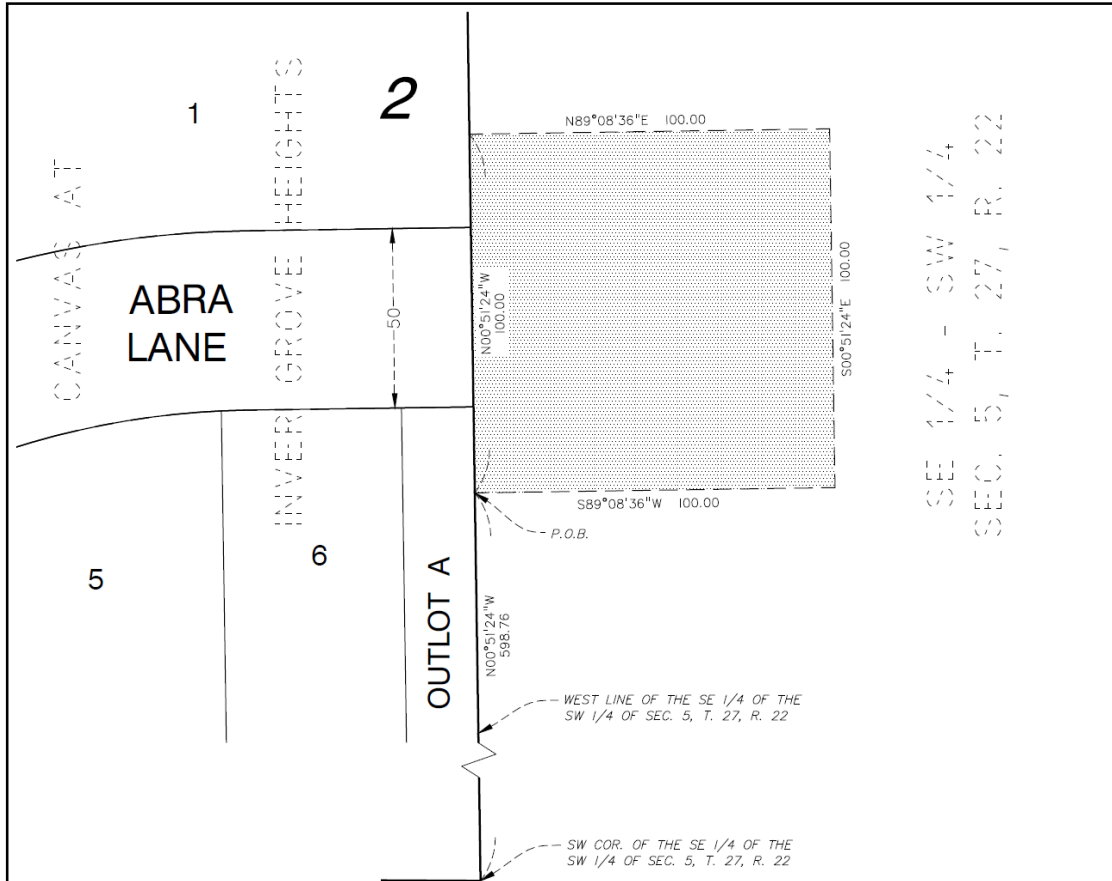
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for sanitary and watermain purposes over, under, and across that part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Southwest Quarter of Section 5; thence on an assumed bearing of North 00 degrees 51 minutes 24 seconds West along the west line of said Southeast Quarter of the Southwest Quarter of Section 5, a distance of 598.76 feet to the point of beginning; thence continuing North 00 degrees 51 minutes 24 seconds West 100.00 feet; thence North 89 degrees 08 minutes 36 seconds East 100.00 feet; thence South 00 degrees 51 minutes 24 seconds East 100.00 feet; thence South 89 degrees 08 minutes 36 seconds West 100.00 feet to the point of beginning.

EXHIBIT A (CONTINUED) **DEPICTION OF TEMPORARY EASEMENT AREA**



Temporary Sanitary and Watermain Easement Description

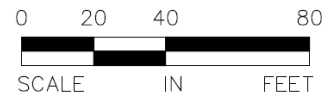
A temporary easement for sanitary and watermain purposes over, under, and across that part of the Southeast Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Southwest Quarter of Section 5; thence on an assumed bearing of North 00 degrees 51 minutes 24 seconds West along the west line of said Southeast Quarter of the Southwest Quarter of Section 5, a distance of 598.76 feet to the point of beginning; thence continuing North 00 degrees 51 minutes 24 seconds West 100.00 feet; thence North 89 degrees 08 minutes 36 seconds East 100.00 feet; thence South 00 degrees 51 minutes 24 seconds East 100.00 feet; thence South 89 degrees 08 minutes 36 seconds West 100.00 feet to the point of beginning.

Said easement to be terminated once its intended purpose is no longer needed.



TEMPORARY EASEMENT AREA



| | |
|----------------------------|-------------------|
| Design File:
200092 | Checked By:
PG |
| Dwg Name:
TEMP EASEMENT | Drawn By:
DPE |
| Date:
02/04/2021 | Scale:
1"=40' |

CANVAS AT INVER GROVE HEIGHTS
 TEMPORARY EASEMENT EXHIBIT
 INVER GROVE HEIGHTS, MINNESOTA



Alliant Engineering, Inc.
 733 Marquette Ave, Ste 700
 Minneapolis, MN 55402
 612.758.3080 MAIN
 612.758.3099 FAX
 www.alliant-inc.com

TEMPORARY SANITARY SEWER AND WATER MAIN EASEMENT
RELATING TO OUTLOT F AND OUTLOT G,
CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS TEMPORARY SANITARY SEWER AND WATER MAIN EASEMENT RELATING TO OUTLOT F AND OUTLOT G, CANVAS AT INVER GROVE HEIGHTS, (Temporary Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A temporary easement for sanitary sewer and water main and related underground pipes, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of sanitary sewer and water main and related underground pipes, conduits, other utilities and mains (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property legally described and depicted on **Exhibit A** (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference.

The Temporary Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer and water main and related underground pipes, conduits, other utilities and mains and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Temporary Easement Area.

The Temporary Easement rights further include, but are not limited to, the right of ingress and egress over the Temporary Easement Area to access the Temporary Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer and water main and related

underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto.

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

- a.) to enter upon the Temporary Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area as the City may deem appropriate.

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

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

This Temporary Easement shall expire and be of no force and effect from and after the following:

1. The sanitary sewer and water main utilities are extended northerly of the northern boundary lines of Outlot F and Outlot G, Canvas at Inver Grove Heights and Outlot A, Canvas at Inver Grove Heights; and
2. The sanitary sewer and water main utilities to the north of the northern boundary lines of Outlot F and Outlot G, Canvas at Inver Grove Heights are constructed and operational.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared George Tourville and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

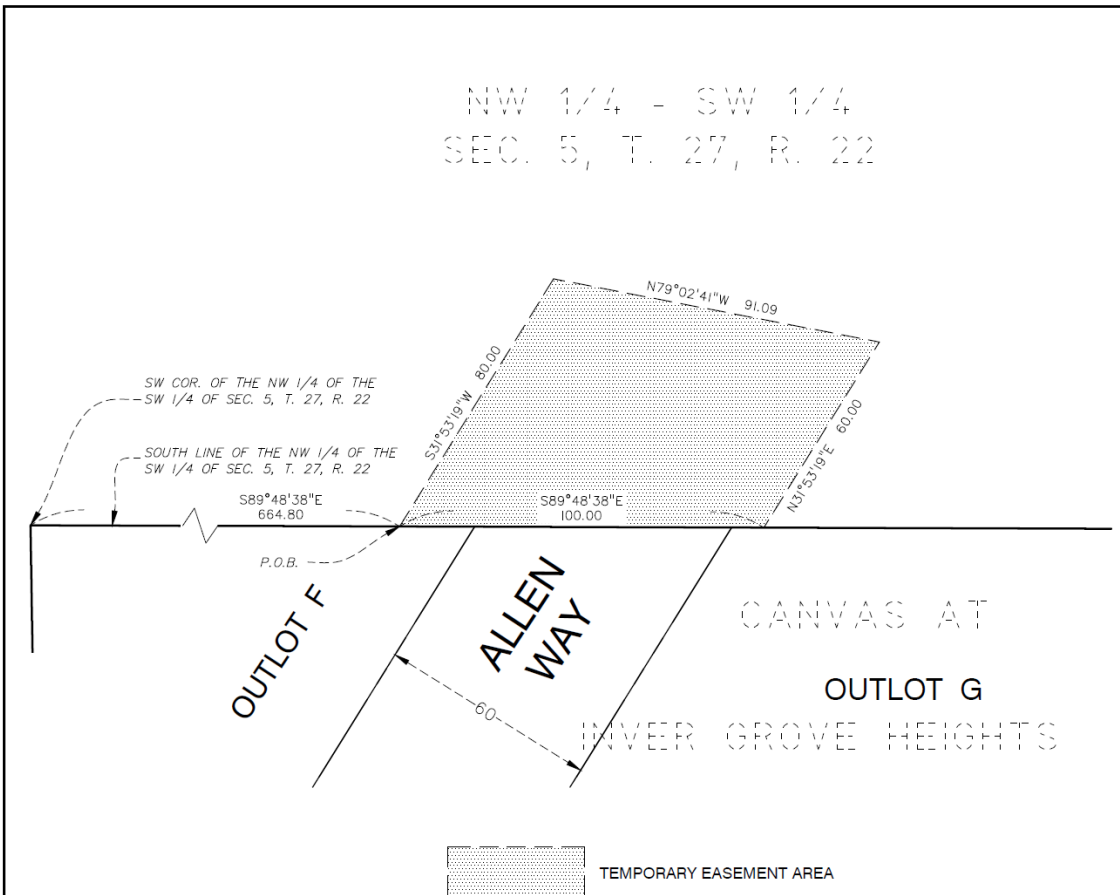
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for sanitary and watermain purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southwest Quarter of Section 5; thence on an assumed bearing of South 89 degrees 48 minutes 38 seconds East along the south line of said Northwest Quarter of the Southwest Quarter of Section 5, a distance of 664.80 feet to the point of beginning; thence continuing South 89 degrees 48 minutes 38 seconds East 100.00 feet; thence North 31 degrees 53 minutes 19 seconds East 60.00 feet; thence North 79 degrees 02 minutes 41 seconds West 91.09 feet; thence South 31 degrees 53 minutes 19 seconds West 80.00 feet to the point of beginning.

EXHIBIT A **DEPICTION OF TEMPORARY EASEMENT AREA**

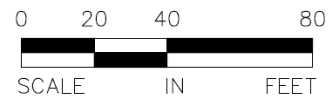


Temporary Sanitary and Watermain Easement Description

A temporary easement for sanitary and watermain purposes over, under, and across that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southwest Quarter of Section 5; thence on an assumed bearing of South 89 degrees 48 minutes 38 seconds East along the south line of said Northwest Quarter of the Southwest Quarter of Section 5, a distance of 664.80 feet to the point of beginning; thence continuing South 89 degrees 48 minutes 38 seconds East 100.00 feet; thence North 31 degrees 53 minutes 19 seconds East 60.00 feet; thence North 79 degrees 02 minutes 41 seconds West 91.09 feet; thence South 31 degrees 53 minutes 19 seconds West 80.00 feet to the point of beginning.

Said easement to be terminated once its intended purpose is no longer needed.



| | | | |
|----------------------------|-------------------|---|--|
| Design File:
200092 | Checked By:
PG | CANVAS AT INVER GROVE HEIGHTS
TEMPORARY EASEMENT EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA |  Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com |
| Dwg Name:
TEMP EASEMENT | Drawn By:
DPE | | |
| Date:
02/04/2021 | Scale:
1"=40' | | |

PEDESTRIAN TRAIL EASEMENT FOR
LOTS 19, 20 AND 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT FOR LOTS 19, 20 AND 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage,

undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

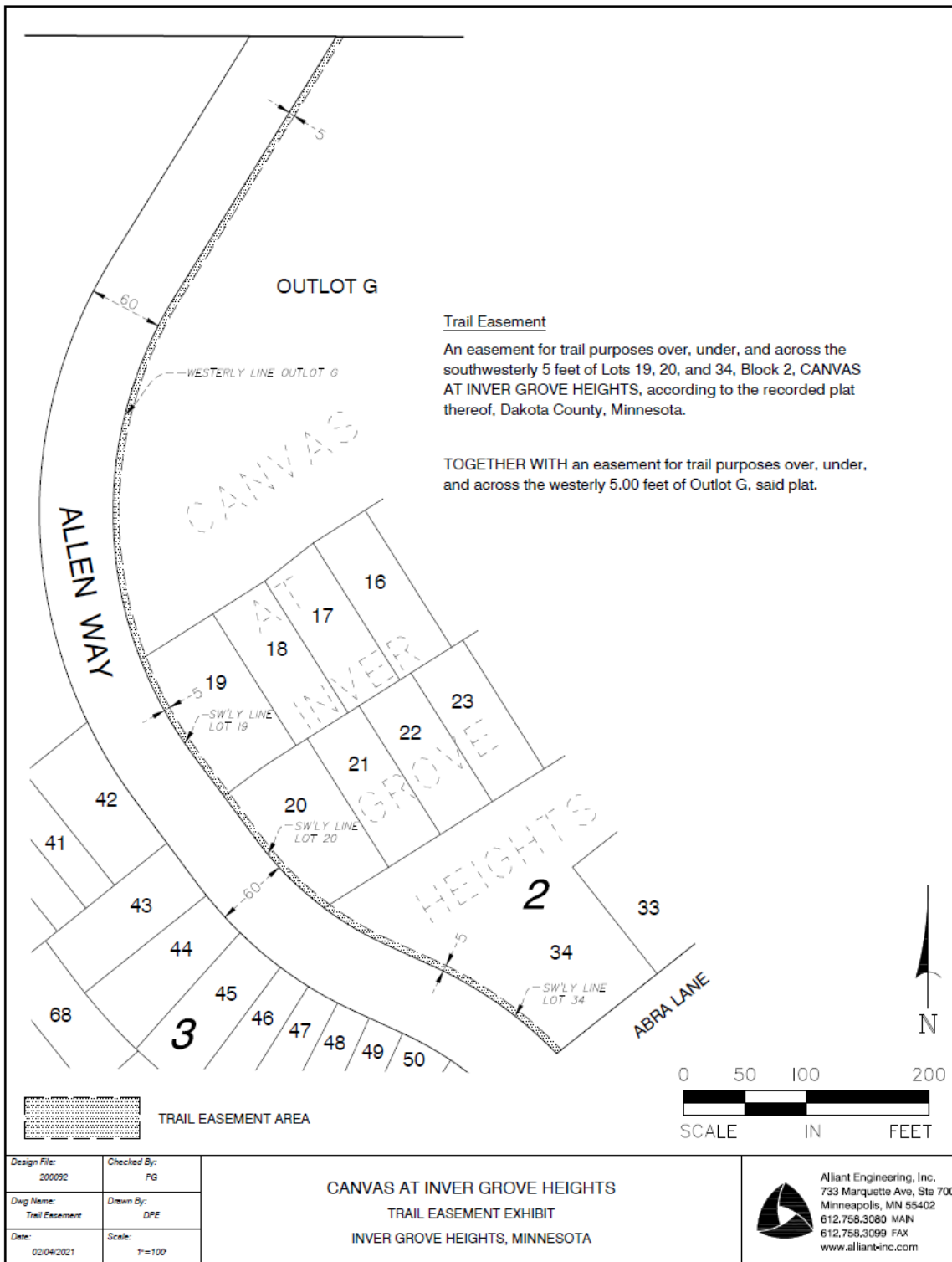
Lots 19, 20 and 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

An easement for trail purposes over, under, and across the southwesterly 5 feet of Lots 19, 20, and 34, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota.

TOGETHER WITH an easement for trail purposes over, under, and across the westerly 5.00 feet of Outlot G, said plat.



WARRANTY DEED

Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$ 1.65

Date: April 12, 2021

FOR VALUABLE CONSIDERATION, Canvas IGH Owner, LP, a Delaware limited partnership (“Grantor”), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, (“Grantee”), real property in Dakota County, Minnesota, legally described as follows:

Outlots A, B and F, Canvas at Inver Grove Heights, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$3,000.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements and restrictions of record, if any.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor:

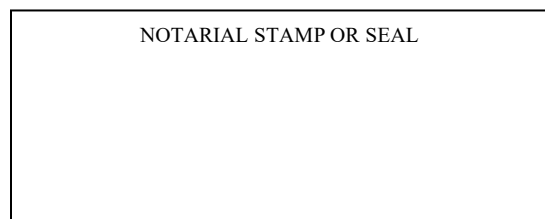
CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.



SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public
My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

This instrument was drafted by:
Timothy J. Kuntz #58993
LeVander, Gillen & Miller, P.A.
633 S. Concord St., Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831

City of Inver Grove Heights
ATTN: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR PLAT OF CANVAS AT INVER GROVE HEIGHTS (Agreement) is made this 12th day of April, 2021, by and between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”. Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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 Canvas IGH Owner, LP, a Delaware limited partnership, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Canvas at Inver Grove Heights.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing and future street lights installed on the public right-of-way adjoining and serving the plat of Canvas at Inver Grove Heights and installed within the plat of Canvas at Inver Grove Heights.

ARTICLE 2 **RESIDENTIAL OWNER OBLIGATIONS**

2.1 Street Light Plan Must Be Approved. Landowner agrees that if any additional Street Lights are installed other than the existing Street Light, a Street Light Plan shall be approved by the City before the installation of any Street Lights. The Street Light Plan shall show the design, type, size and location of all Street Lights to be located within the plat of Canvas at Inver Grove Heights and along the public right-of-way in the plat of Canvas at Inver Grove Heights.

2.2 Installation of Street Lights. If Landowner installs any additional Street Lights other than the existing Street Light, Landowner agrees that Landowner, at its own expense, shall install the Street Lights as provided in an approved Street Light Plan. The Street Lights shall be installed at a date reasonably determined by the City.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Canvas at Inver Grove Heights, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2022, 2023 and 2024 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2025, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The

Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Canvas at Inver Grove Heights.

2.5 Warranty of Ownership. Landowner currently owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Canvas at Inver Grove Heights to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of Canvas at Inver Grove Heights is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

4.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots and shall be binding upon the parties and the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

4.4 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.

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

4.6 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.

4.7 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, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights, Dakota County, Minnesota;

Lots 1 through 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota;

Lots 1 through 69, Block 3, Canvas at Inver Grove Heights, Dakota County, Minnesota; and

Residential Lots include all lots contained in any re-plat of Outlot G, Canvas at Inver Grove Heights, Dakota County, Minnesota.

PEDESTRIAN TRAIL EASEMENT FOR
OUTLOT B AND OUTLOT E AND LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39,
40, 41 AND 42, BLOCK 3, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT FOR OUTLOT B AND OUTLOT E AND LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 AND 42, BLOCK 3, CANVAS AT INVER GROVE HEIGHTS (Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct,

inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot E and Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Block 3, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

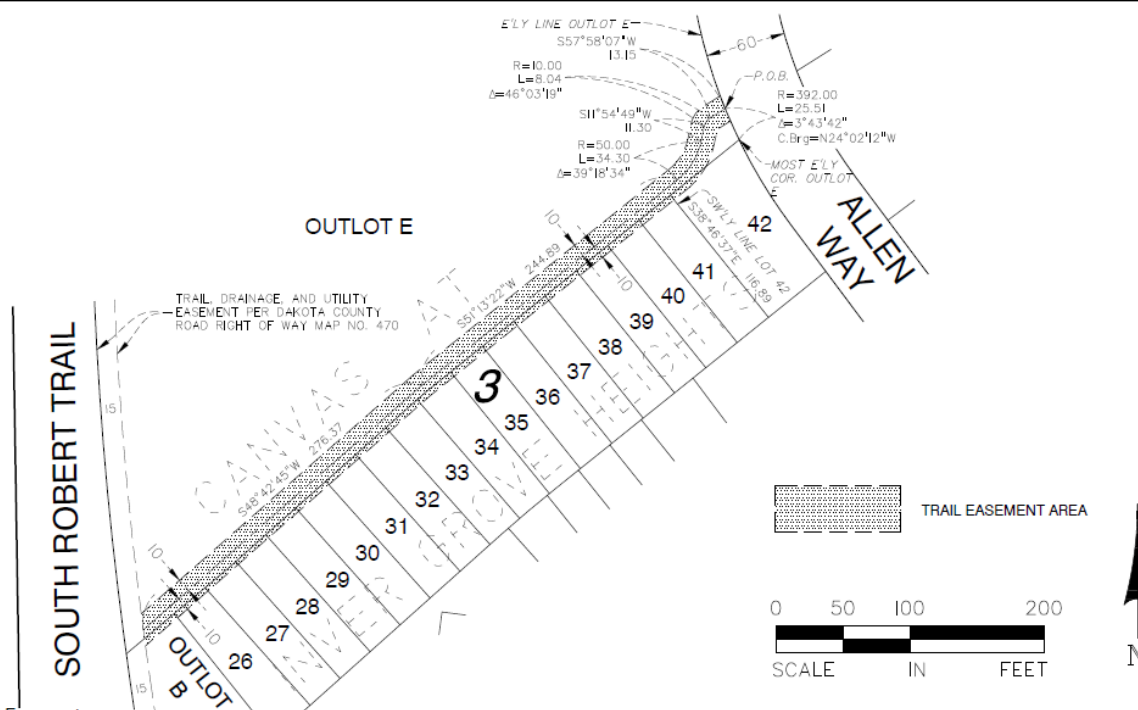
A 20.00 foot wide easement for trail purposes over, under, and across Outlots B and E, and Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the most easterly corner of said Outlot E; thence northwesterly 25.51 feet along the easterly line of said Outlot E, along a non-tangential curve concave to the northeast, having a radius of 392.00 feet, a central angle of 03 degrees 43 minutes 42 seconds, and a chord which bears North 24 degrees 02 minutes 12 seconds West (assuming the southwesterly line of said Lot 42 has a bearing of South 38 degrees 46 minutes 37 seconds East) to the point of beginning of the centerline to be described; thence South 57 degrees 58 minutes 07 seconds West 13.15 feet; thence southwesterly 8.04 feet along a tangential curve concave to the southeast, having a radius of 10.00 feet and a central angle of 46 degrees 03 minutes 19 seconds; thence South 11 degrees 54 minutes 49 seconds West 11.30 feet; thence southwesterly 34.30 feet along a tangential curve concave to the northwest, having a radius of 50.00 feet and a central angle of 39 degrees 18 minutes 34 seconds; thence South 51 degrees 13 minutes 22 seconds West 244.89 feet; thence South 48 degrees 42 minutes 45 seconds West 276.37 feet to the Trail, Drainage, and Utility Easement per Dakota County Road Right Of Way Map No. 470, and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said easterly line of Outlot E and the easterly line of said Trail, Drainage, and Utility Easement.

CANVAS AT INVER GROVE HEIGHTS
TRAIL EASEMENT EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA

| | | | |
|--------------|----------------|-------------|---------|
| Design File: | 200002 | Checked By: | PG |
| Draw Name: | Trail Easement | Drawn By: | DPE |
| Date: | 03/04/2021 | Scale: | 1"=100' |



A 20.00 foot wide easement for trail purposes over, under, and across Outlots B and E, and Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 42, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the most easterly corner of said Outlot E; thence northwesterly 25.51 feet along the easterly line of said Outlot E, along a non-tangential curve concave to the northeast, having a radius of 392.00 feet, a central angle of 03 degrees 43 minutes 42 seconds, and a chord which bears North 24 degrees 02 minutes 12 seconds West (assuming the southwesterly line of said Lot 42 has a bearing of South 38 degrees 46 minutes 37 seconds East) to the point of beginning of the centerline to be described; thence South 57 degrees 58 minutes 07 seconds West 13.15 feet; thence southwesterly 8.04 feet along a tangential curve concave to the southeast, having a radius of 10.00 feet and a central angle of 46 degrees 03 minutes 19 seconds; thence South 11 degrees 54 minutes 49 seconds West 11.30 feet; thence southwesterly 34.30 feet along a tangential curve concave to the northwest, having a radius of 50.00 feet and a central angle of 39 degrees 18 minutes 34 seconds; thence South 51 degrees 13 minutes 22 seconds West 244.89 feet; thence South 48 degrees 42 minutes 45 seconds West 276.37 feet to the Trail, Drainage, and Utility Easement per Dakota County Road Right Of Way Map No. 470, and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said easterly line of Outlot E and the easterly line of said Trail, Drainage, and Utility Easement.

PEDESTRIAN TRAIL EASEMENT FOR
OUTLOT E, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS **PEDESTRIAN TRAIL EASEMENT FOR OUTLOT E, CANVAS AT INVER GROVE HEIGHTS** (Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage,

undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the Easement herein to the City.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: _____
 Freddy Ellis
 Its: President

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

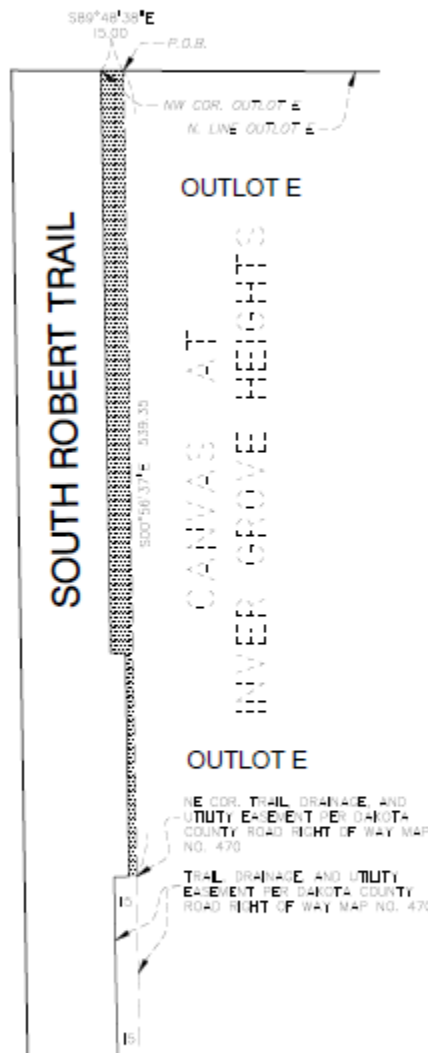
Outlot E, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

An easement for trail purposes over, under, and across that part of Outlot E, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, lying north of the Trail, Drainage, and Utility Easement per Dakota County Road Right Of Way Map No. 470 and lying west of the following described line:

Commencing at the northwest corner of said Outlot E; thence on an assumed bearing of South 89 degrees 48 minutes 38 seconds East along the north line of said Outlot E, a distance of 15.00 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 37 seconds East 539.35 feet to the northeast corner of said Trail, Drainage, and Utility Easement, and said line there terminating.



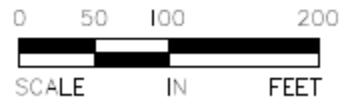
Trail Easement

An easement for trail purposes over, under, and across that part of Outlot E, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, lying north of the Trail, Drainage, and Utility Easement per Dakota County Road Right Of Way Map No. 470 and lying west of the following described line:

Commencing at the northwest corner of said Outlot E; thence on an assumed bearing of South 89 degrees 48 minutes 38 seconds East along the north line of said Outlot E, a distance of 15.00 feet to the point of beginning of the line to be described; thence South 00 degrees 56 minutes 37 seconds East 539.35 feet to the northeast corner of said Trail, Drainage, and Utility Easement, and said line there terminating.



TRAIL EASEMENT AREA



| | |
|--------------------------------|-------------------|
| Design File:
200040 | Checked By:
PG |
| Design Name:
Trail Easement | Drawn By:
DPC |
| Date:
03/04/2007 | Scale:
1"=100' |

CANVAS AT INVER GROVE HEIGHTS
TRAIL EASEMENT EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA



Alliant Engineering, Inc.
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3000 MAIN
612.758.3099 FAX
www.alliant-inc.com

PEDESTRIAN TRAIL EASEMENT FOR
OUTLOT G AND LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19, BLOCK 2,
CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PEDESTRIAN TRAIL EASEMENT FOR OUTLOT G AND LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 AND 19, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (Easement) is made, granted and conveyed this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described and depicted premises (the “Easement Area”) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon

the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the Easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: _____
 Freddy Ellis
 Its: President

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Outlot G and Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

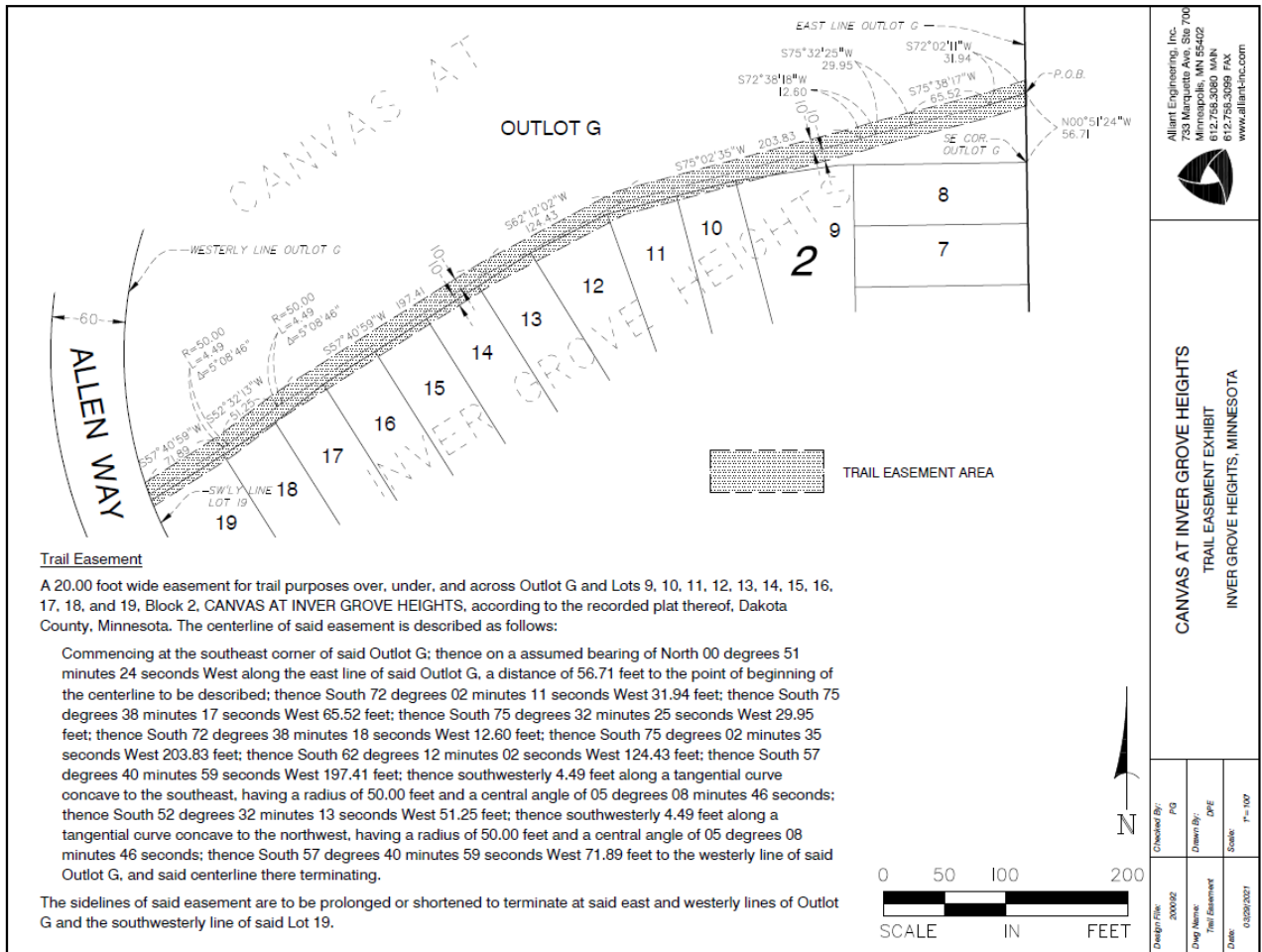
EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

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

A 20.00 foot wide easement for trail purposes over, under, and across Outlot G and Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Outlot G; thence on a assumed bearing of North 00 degrees 51 minutes 24 seconds West along the east line of said Outlot G, a distance of 56.71 feet to the point of beginning of the centerline to be described; thence South 72 degrees 02 minutes 11 seconds West 31.94 feet; thence South 75 degrees 38 minutes 17 seconds West 65.52 feet; thence South 75 degrees 32 minutes 25 seconds West 29.95 feet; thence South 72 degrees 38 minutes 18 seconds West 12.60 feet; thence South 75 degrees 02 minutes 35 seconds West 203.83 feet; thence South 62 degrees 12 minutes 02 seconds West 124.43 feet; thence South 57 degrees 40 minutes 59 seconds West 197.41 feet; thence southwesterly 4.49 feet along a tangential curve concave to the southeast, having a radius of 50.00 feet and a central angle of 05 degrees 08 minutes 46 seconds; thence South 52 degrees 32 minutes 13 seconds West 51.25 feet; thence southwesterly 4.49 feet along a tangential curve concave to the northwest, having a radius of 50.00 feet and a central angle of 05 degrees 08 minutes 46 seconds; thence South 57 degrees 40 minutes 59 seconds West 71.89 feet to the westerly line of said Outlot G, and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said east and westerly lines of Outlot G and the southwesterly line of said Lot 19.



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
PLAT OF CANVAS AT INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON PLAT OF CANVAS AT INVER GROVE HEIGHTS (Agreement) is made this 12th day of April, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Canvas IGH Owner, LP, a Delaware limited partnership (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 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights; and
Lots 2 through 8, Block 2, Canvas at Inver Grove Heights; and
Outlot G, Canvas at Inver Grove Heights, including any lot in any future re-plat of
Outlot G, Canvas at Inver Grove Heights.

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

The platted drainage and utility easements dedicated on the Subject Land within the plat of Canvas at Inver Grove Heights, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Canvas IGH Owner, LP, a Delaware limited partnership, and its assigns and successors in interest with respect to the Subject Land.

1.6 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: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER: Canvas IGH Owner, LP

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.

1.7 Landowner Improvements. “Landowner Improvements” means the retaining wall structures, retaining wall foundations, retaining wall anchors and related appurtenances located on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future trails, existing and future 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 lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means that certain Grading and Drainage Plan (Sheets 9, 10 and 11) of the Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021.

1.10 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, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. 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 all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of

temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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.

1.12 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 independent contractors or engineers.

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 on the Subject Land. The City owns the City Easement. The City Easement Improvements are 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 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 be constructed within the City Easement 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 and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- 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.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS 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 construct and install the Landowner Improvements within the City Easement. The Landowner Improvements shall be constructed and installed at the location specified in the Construction Plan.

The Landowner shall not place any other structures, irrigation systems or buildings within the City Easement except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for 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 are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees 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 area.

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

The City may require the Landowner to 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 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 Sections 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 perform the work 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.

3.8 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, 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, removal and relocation 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 all of the lots in Block 1, Block 2 and Outlot G, Canvas at Inver Grove Heights (including any future lots in any re-plat of Outlot G, Canvas at Inver Grove Heights) 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.

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 all of the lots in Block 1, Block 2 and Outlot G, Canvas at Inver Grove Heights (including any future lots in any re-plat of Outlot G, Canvas at Inver Grove Heights) 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.

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.) 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 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. This Agreement shall be recorded 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: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 12th day of April, 2021, between Canvas IGH Owner, LP, a Delaware limited partnership (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on April 12, 2021, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Landowner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This Instrument Was Drafted By:

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

**After Recording Return This
Instrument To:**

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

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights, Dakota County, Minnesota;

Lots 1 through 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota;

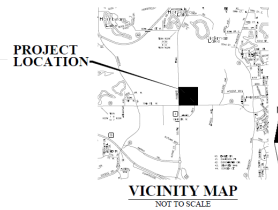
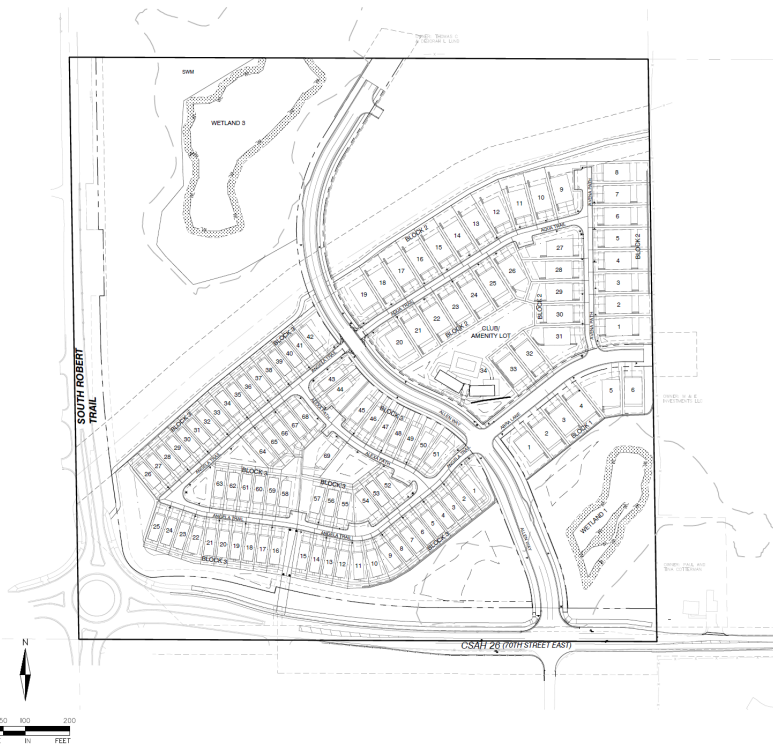
Lots 1 through 69, Block 3, Canvas at Inver Grove Heights, Dakota County, Minnesota; and

Outlots A, B, C, D, E, F and G, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

DEVELOPMENT PLANS means that certain set of plans titled “Canvas at Inver Grove Heights Construction Documents” dated February 25, 2021 prepared by Alliant. The Sheet Index for the “Canvas at Inver Grove Heights Construction Documents” is shown below.

***CANVAS AT INVER GROVE HEIGHTS
CONSTRUCTION DOCUMENTS
INVER GROVE HEIGHTS, MINNESOTA***



DEVELOPER
WATERMARK EQUITY GROUP
4000 SHORELINE DRIVE
SPRING LAKE PARK, MN 55384
CONTACT: IAN PETERSON
PHONE: 312-411-5228
EM: ipeterson@wmgpropi.com

CONSULTANT
ALLIANT ENGINEERING, INC.
733 MARQUETTE AVE
SUITE 700
MINNEAPOLIS, MINNESOTA 55402
PH: 612-758-3080
www.alliant-inc.com

ENGINEER
MARK RAUSCH
LICENSE NO. 43480
EM: mrausch@alliant-inc.com

SURVEYOR
PETER GOERS
LICENSE NO. 44110
EM: pgoers@alliant-inc.com

LANDSCAPE ARCHITECT
MARK KRONBECK
LICENSE NO. 26222
EM: mkronbeck@alliant-inc.com

SHEET INDEX

| NO. | SHEET TITLE |
|-------|--|
| 1 | COVER SHEET |
| 2 | EXISTING CONDITIONS SURVEY |
| 3-4 | DETAILS |
| 5-7 | SITE LIGHTING AND SIGNAGE PLAN |
| 8 | ALLAN WAY STRIPING PLAN |
| 9-11 | GRADING AND DRAINAGE PLAN |
| 12 | TYPICAL PAD - GRADING DETAILS |
| 13-17 | INFILTRATION BASIN CROSS SECTIONS & DETAILS |
| 18-19 | GAS PIPELINE PLAN AND PROFILE |
| 20-21 | TRAIL PLAN AND PROFILE |
| 22-24 | EROSION AND SEDIMENT CONTROL PLAN |
| 25 | EROSION AND SEDIMENT CONTROL NOTES AND DETAILS |
| 26 | SANITARY SEWER AND WATERMAIN PLAN |
| 27-31 | SANITARY SEWER AND WATERMAIN PLAN AND PROFILES |
| 32 | STORM SEWER PLAN |
| 33-39 | STREET AND STORM SEWER PLAN AND PROFILES |
| 40 | OUTLET CONTROL STRUCTURE DETAILS |
| 41-42 | STREET INTERSECTION DETAILS |
| 43-45 | LANDSCAPE PLAN |
| 46 | LANDSCAPE SCHEDULE AND NOTES |
| 47-49 | TREE PRESERVATION PLAN |
| 50-51 | TREE INVENTORY |



CANVAS AT INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MINNESOTA
CONSTRUCTION DOCUMENTS
COVER SHEET

| | |
|--|------------------------|
| 1. I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. | |
| DATE | ISSUE |
| 2-25-2021 | CONSTRUCTION DOCUMENTS |
| PROJECT TEAM DATA | |
| DESIGNED BY | WPH |
| DRAWN BY | WPH |
| CHECKED BY | WPH |
| PROJECT NO. | 000-0000 |

The above-listed Development Plans were approved by the City Engineer on _____, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Canvas at Inver Grove Heights (the “City Engineer Memos”):

1. Letter from Dakota County Surveyor dated September 21, 2020;
2. Memo from City Engineering Department dated December 29, 2020;
3. Memo from WSB dated December 16, 2020;
4. Planning Report dated January 5, 2021;
5. Memo from Alliant dated February 26, 2021 relating to response to City comments pertaining to final plat;
6. Memo from Alliant dated February 26, 2021 relating to response to Wenck comments pertaining to stormwater management.

The City Engineer Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 2 AND LOT 19 AND LOT 20, BLOCK 2 AND LOT 31, BLOCK 2,
AND LOT 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 2 AND LOT 19 AND LOT 20, BLOCK 2 AND LOT 31, BLOCK 2, AND LOT 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (Easement Agreement) is made this 12th day of April, 2021, by and between Canvas IGH Owner, LP, a Delaware limited partnership (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over those portions of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to collectively as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties,

and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.

- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.
- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 2, and Lot 19 and Lot 20, Block 2, and Lot 31, Block 2, and Lot 34, Block 2, The Crossings At Inver Woods, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for sight line purposes over, under, and across that part of Lot 1, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 1; thence on an assumed bearing of South 89 degrees 08 minutes 58 seconds West, along the southerly line of said Lot 1, a distance of 63.04 feet; thence westerly 24.28 feet along a tangential curve concave to the south, having a radius of 275.00 feet and a central angle of 05 degrees 03 minutes 29 seconds, to the point of beginning; thence continuing southwesterly along said tangential curve 30.01 feet, concave to the southeast, having a radius of 275.00 feet and a central angle of 06 degrees 15 minutes 13 seconds; thence North 15 degrees 48 minutes 38 seconds West 18.05 feet; thence northwesterly 11.97 feet along a tangential curve concave to the northeast, having a radius of 82.50 feet and a central angle of 08 degrees 18 minutes 59 seconds; thence South 56 degrees 35 minutes 40 seconds East 44.28 feet to the point of beginning.

An easement for sight line purposes over, under, and across that part of Lot 19, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most southerly corner of said Lot 19; thence on an assumed bearing of North 36 degrees 49 minutes 01 seconds West along the southwesterly line of said Lot 19, a distance of 17.50 feet to the point of beginning; thence continuing North 36 degrees 49 minutes 01 seconds West 22.80 feet; thence northwesterly 7.20 feet along a tangential curve concave to the northeast, having a radius of 332.00 feet and a central angle of 01 degrees 14 minutes 32 seconds; thence South 81 degrees 44 minutes 33 seconds East 42.37 feet; thence South 53 degrees 10 minutes 59 seconds West 30.00 feet to the point of beginning.

An easement for sight line purposes over, under, and across that part of Lot 20, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most westerly corner of said Lot 20; thence on an assumed bearing of South 36 degrees 49 minute 01 seconds East along the southwesterly line of said Lot 20, a distance of 17.50 feet to the point of beginning; thence continuing South 36 degrees 49 minutes 01 seconds East 28.51 feet; thence southeasterly 1.49 feet along a tangential curve concave to the northeast, having a radius of 270.00 feet and a central angle of 00 degrees 18 minutes 56 seconds; thence North 08 degrees 10 minutes 45 seconds East 42.42 feet; thence South 53 degrees 10 minutes 59 seconds West 30.00 feet to the point of beginning.

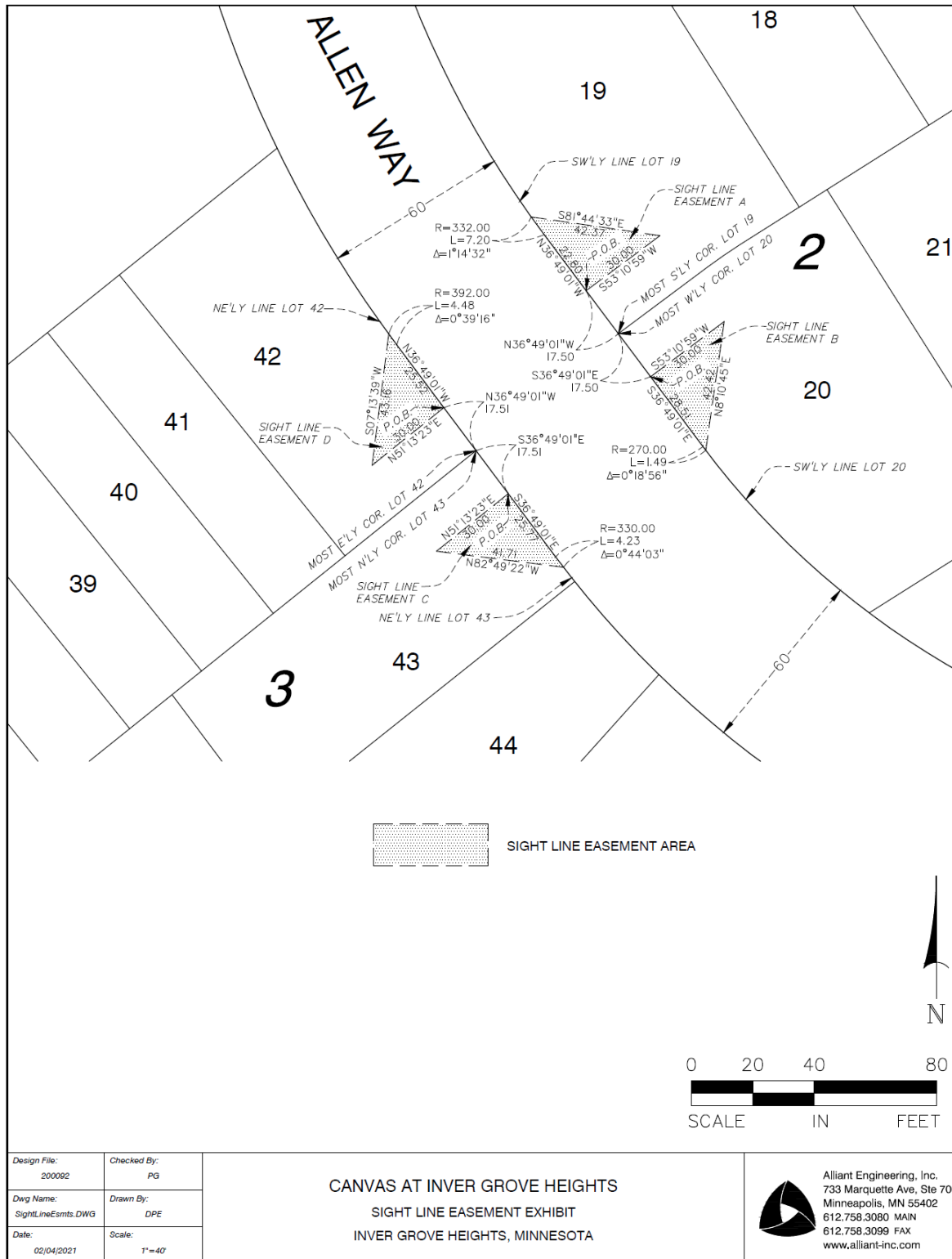
An easement for sight line purposes over, under, and across that part of Lot 31, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most southerly corner of said Lot 31; thence North 58 degrees 48 minutes 39 seconds East (assuming the southwest line of said Lot 31 has a bearing of South 38 degrees 23 minutes 34 seconds East) a distance of 52.49 feet to the southeasterly line of said Lot 31 and the point of beginning; thence northeasterly 30.01 feet, along said southeasterly line, along a non-tangential curve concave to the southeast, having a radius of 275.00 feet, a central of 06 degrees 15 minutes 13 seconds, and a chord which bears North 67 degrees 24 minutes 50 seconds East; thence North 15 degrees 48 minutes 38 seconds West 18.05 feet; thence northwesterly 11.96 feet along a tangential curve concave to the northeast, having a radius of 117.50 feet and a central angle of 05 degrees 49 minutes 55 seconds; thence South 26 degrees 22 minutes 57 seconds West 45.26 feet to the point of beginning.

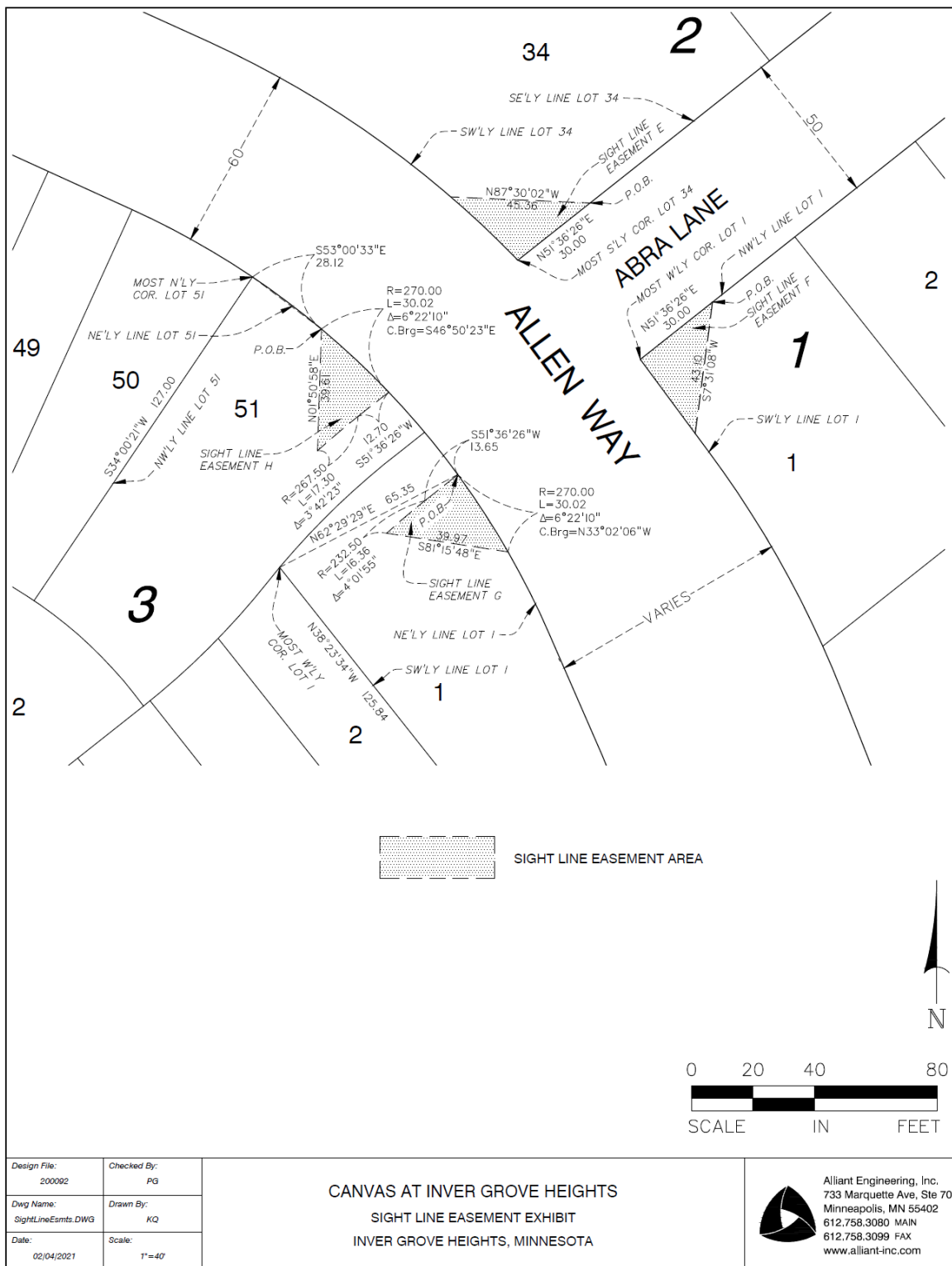
An easement for sight line purposes over, under, and across that part of Lot 34, Block 2, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, lying southerly of the following described line:

Commencing at the most southerly corner of said Lot 34; thence on an assumed bearing of North 51 degrees 36 minutes 26 seconds East along the southeasterly line of said Lot 34, a distance of 30.00 feet to the point of beginning of the line to be described; thence North 87 degrees 30 minutes 02 seconds West 45.36 feet to the southwesterly line of said Lot 34, and said line there terminating.

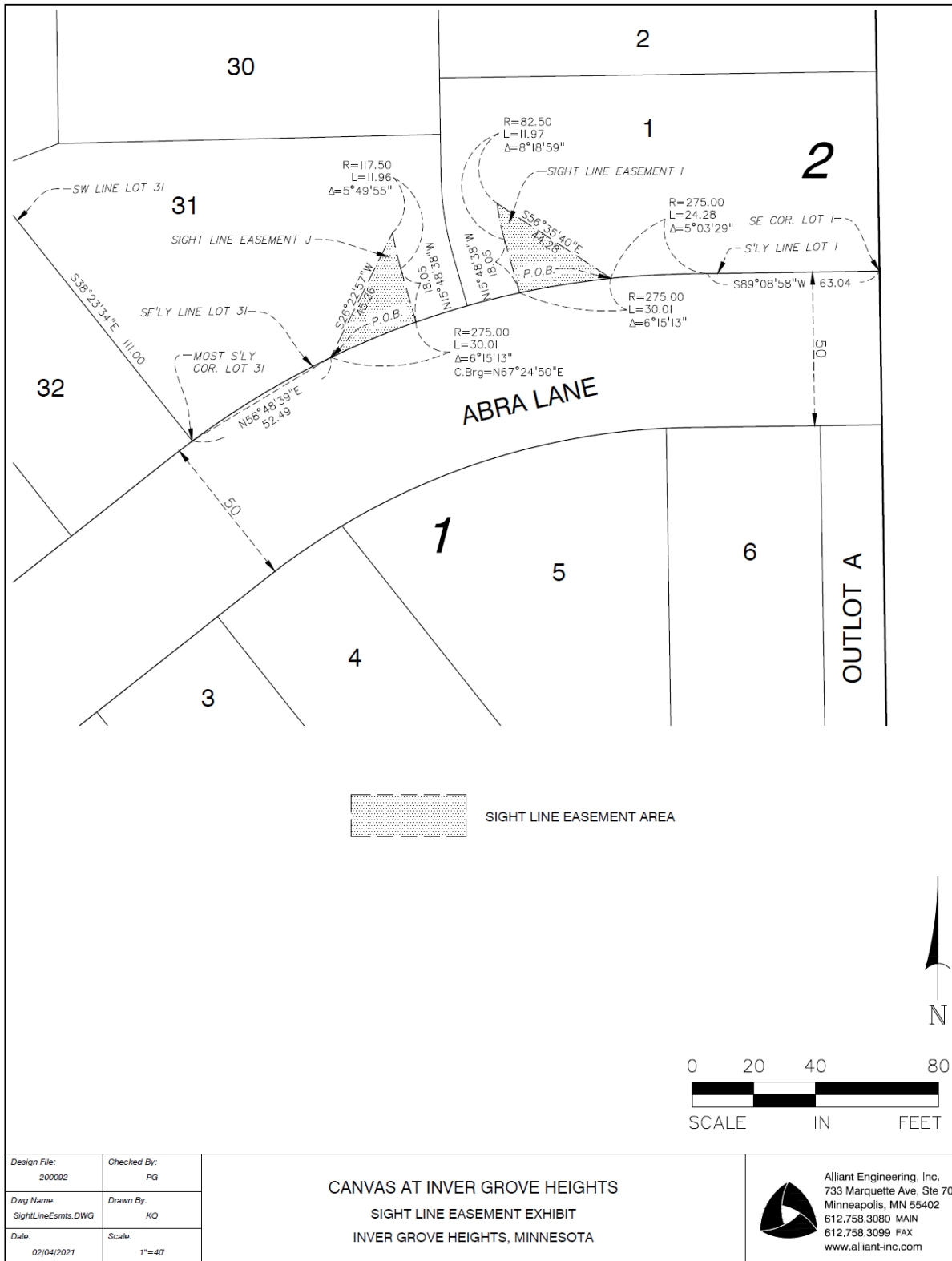
Depiction of Easement Area (Part of Exhibit B)



SHEET 1 OF 6 SHEETS



SHEET 3 OF 6 SHEETS



SHEET 5 OF 6 SHEETS

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 3 AND LOT 42 AND LOT 43, BLOCK 3 AND LOT 51, BLOCK 3,
CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 3 AND LOT 42 AND LOT 43, BLOCK 3 AND LOT 51, BLOCK 3, CANVAS AT INVER GROVE HEIGHTS (Easement Agreement) is made this 12th day of April, 2021, by and between Canvas IGH Owner, LP, a Delaware limited partnership (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over those portions of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to collectively as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties,

and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.

- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.
- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

14. **Headings.** The subject headings of the sections in this Easement 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 caused this Restrictive Use Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 3, and Lot 42 and Lot 43, Block 3, and Lot 51, Block 3, The Crossings At Inver Woods, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for sight line purposes over, under, and across that part of Lot 1, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most westerly corner of said Lot 1; thence North 62 degrees 29 minutes 29 seconds East (assuming the southwesterly line of said Lot 1 has a bearing of North 38 degrees 23 minutes 34 seconds West) a distance of 65.35 feet to the northeasterly line of said Lot 1 and the point of beginning; thence South 51 degrees 36 minutes 26 seconds West 13.65 feet; thence southwesterly 16.36 feet along a tangential curve concave to the southeast, having a radius of 232.50 feet and a central angle of 04 degrees 01 minutes 55 seconds; thence South 81 degrees 15 minutes 48 seconds East 39.97 feet to said northeasterly line of Lot 1; thence northwesterly 30.02 feet, along said northeasterly line, along a non-tangential curve concave to the southwest, having a radius of 270.00 feet, a central angle of 06 degrees 22 minutes 10 seconds, and a chord which bears North 33 degrees 02 minutes 06 seconds West to the point of beginning.

An easement for sight line purposes over, under, and across that part of Lot 42, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most easterly corner of said Lot 42; thence on an assumed bearing of North 36 degrees 49 minutes 01 seconds West along the northeasterly line of said Lot 42, a distance of 17.51 feet to the point of beginning; thence continuing North 36 degrees 49 minutes 01 seconds West 25.52 feet; thence northwesterly 4.48 feet along a tangential curve concave to the northeast, having a radius of 392.00 feet and a central angle of 00 degrees 39 minutes 16 seconds; thence South 07 degrees 13 minutes 39 seconds West 43.16 feet; thence North 51 degrees 13 minutes 23 seconds East 30.00 feet to the point of beginning.

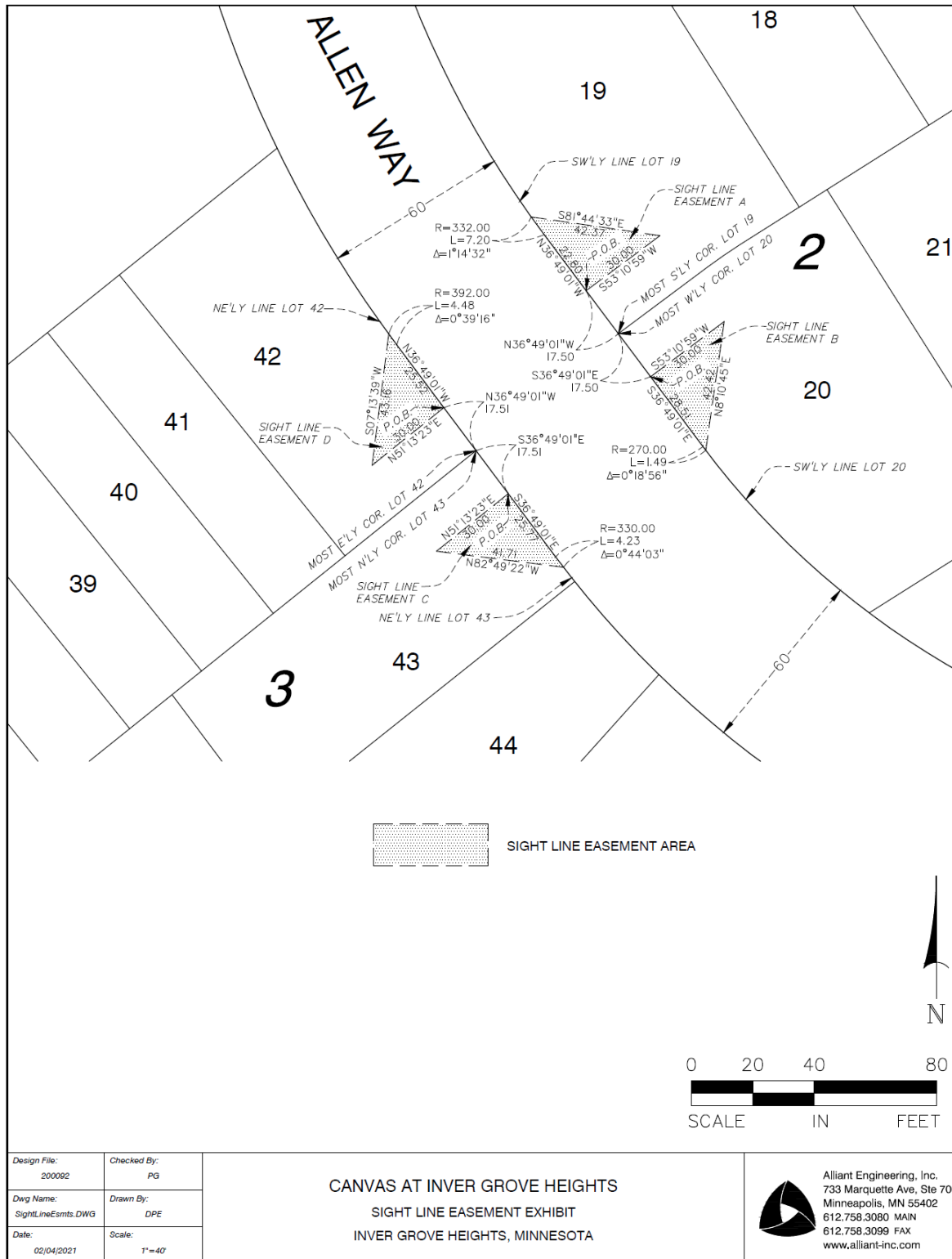
An easement for sight line purposes over, under, and across that part of Lot 43, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most northerly corner of said Lot 43; thence on an assumed bearing of South 36 degrees 49 minutes 01 seconds East along the northeasterly line of said Lot 43, a distance of 17.51 feet to the point of beginning; thence continuing South 36 degrees 49 minutes 01 seconds East 25.77 feet; thence southeasterly 4.23 feet along a tangential curve concave to the northeast, having a radius of 330.00 feet and a central angle of 00 degrees 44 minutes 03 seconds; thence North 82 degrees 49 minutes 22 seconds West 41.71 feet; thence North 51 degrees 13 minutes 23 seconds East 30.00 feet to the point of beginning.

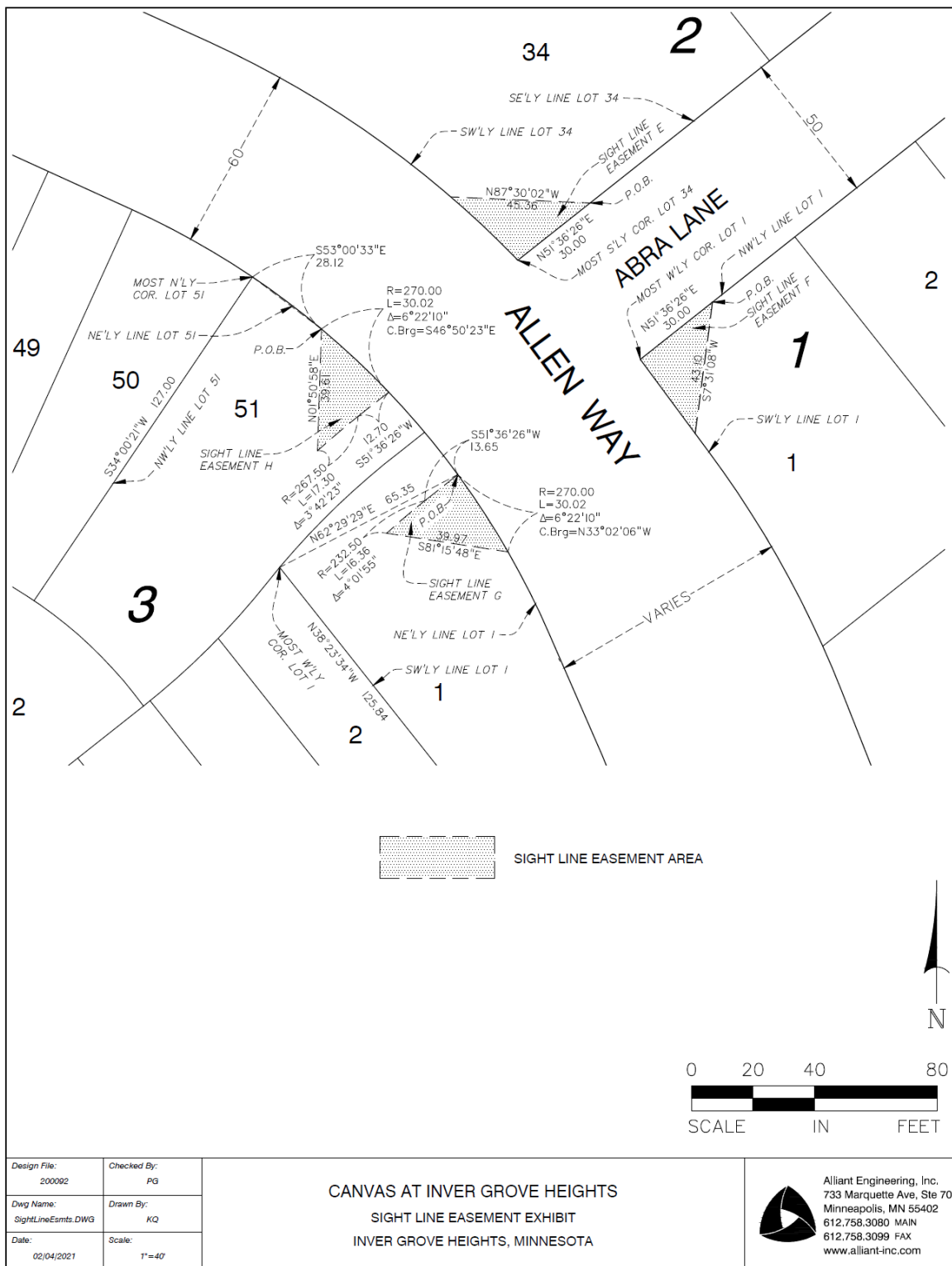
An easement for sight line purposes over, under, and across that part of Lot 51, Block 3, CANVAS AT INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the most northerly corner of said Lot 51; thence South 53 degrees 00 minutes 33 seconds East (assuming the northwesterly line of said Lot 51 has a bearing of South 34 degrees 00 minutes 21 seconds West) a distance of 28.12 feet to the northeasterly line of said Lot 51 and the point of beginning; thence southeasterly 30.02 feet, along said northeasterly line, along a non-tangential curve concave to the southwest, having a radius of 270.00 feet, a central angle of 06 degrees 22 minutes 10 seconds, and a chord which bears South 46 degrees 50 minutes 23 seconds East; thence South 51 degrees 36 minutes 26 seconds West 12.70 feet; thence southwesterly 17.30 feet along a tangential curve concave to the southeast, having a radius of 267.50 feet and a central angle of 03 degrees 42 minutes 23 seconds; thence North 01 degrees 50 minutes 58 seconds East 39.61 feet to the point of beginning.

Depiction of Easement Area (Part of Exhibit B)



SHEET 1 OF 6 SHEETS



SHEET 3 OF 6 SHEETS

**RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOTS 1 THROUGH 6, BLOCK 1, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOTS 1 THROUGH 6, BLOCK 1, CANVAS AT INVER GROVE HEIGHTS (hereafter referred to as “Agreement”) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Canvas IGH Owner, LP, a Delaware limited partnership, (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means Canvas IGH Owner, LP, a Delaware limited partnership, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means the retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances installed on the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means that certain Grading and Drainage Plan (Sheets 9, 10 and 11) of the Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021.

1.6 Lot. “Lot” means collectively that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Responsible Properties, during the period of time that it or they own fee title.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

1.10 Responsible Properties. “Responsible Properties” means the real property located in the City of Inver Grove Heights, Minnesota, Dakota County legally described on **Exhibit B.**

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner currently owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner, at its cost, intends to install the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is requiring that Lot Owner execute this Retaining Wall Maintenance Agreement to ensure that once the Retaining Wall Facilities are constructed and approved by the City, Responsible Owner will be responsible for maintenance of the Retaining Wall Facilities.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Any construction of the Retaining Wall Facilities shall be subject to approval of the City and installed in a manner acceptable to the City pursuant to a Development Contract between the City and Lot Owner dated March 22, 2021.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exist. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. Once prepared and approved, the Retaining Wall Construction Plan will be on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Retaining Wall Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes to all the Responsible Properties 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 costs shall be split equally among the Responsible Properties.

3.10 Obligation For Maintenance Notwithstanding Public Easement or Public Right-of-Way. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements or public right-of-way.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the 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.

3.12 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 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

4.2 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.

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

4.4 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.

4.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

| | |
|-------------------------|----------------------|
| If to Lot Owner: | Canvas IGH Owner, LP |
|-------------------------|----------------------|

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.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Canvas IGH Owner, LP, a Delaware limited partnership, as Lot Owner and Responsible Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LOT OWNER AND RESPONSIBLE OWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
RESPONSIBLE PROPERTIES

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights, Dakota County, Minnesota.

**RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOTS 2 THROUGH 8, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOTS 2 THROUGH 8, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (hereafter referred to as “Agreement”) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Canvas IGH Owner, LP, a Delaware limited partnership, (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means Canvas IGH Owner, LP, a Delaware limited partnership, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means the retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances installed on the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means that certain Grading and Drainage Plan (Sheets 9, 10 and 11) of the Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021.

1.6 Lot. “Lot” means collectively that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Responsible Properties, during the period of time that it or they own fee title.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

1.10 Responsible Properties. “Responsible Properties” means the real property located in the City of Inver Grove Heights, Minnesota, Dakota County legally described on **Exhibit B.**

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner currently owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner, at its cost, intends to install the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is requiring that Lot Owner execute this Retaining Wall Maintenance Agreement to ensure that once the Retaining Wall Facilities are constructed and approved by the City, Responsible Owner will be responsible for maintenance of the Retaining Wall Facilities.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Any construction of the Retaining Wall Facilities shall be subject to approval of the City and installed in a manner acceptable to the City pursuant to a Development Contract between the City and Lot Owner dated March 22, 2021.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exist. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. Once prepared and approved, the Retaining Wall Construction Plan will be on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Retaining Wall Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes to all the Responsible Properties 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 costs shall be split equally among the Responsible Properties.

3.10 Obligation For Maintenance Notwithstanding Public Easement or Public Right-of-Way. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements or public right-of-way.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the 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.

3.12 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 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

4.2 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.

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

4.4 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.

4.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

| | |
|-------------------------|----------------------|
| If to Lot Owner: | Canvas IGH Owner, LP |
|-------------------------|----------------------|

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.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Canvas IGH Owner, LP, a Delaware limited partnership, as Lot Owner and Responsible Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LOT OWNER AND RESPONSIBLE OWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lots 2 through 8, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
RESPONSIBLE PROPERTIES

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

Lots 1 through 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

**RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOTS 2 THROUGH 8, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOTS 2 THROUGH 8, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (hereafter referred to as “Agreement”) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Canvas IGH Owner, LP, a Delaware limited partnership, (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means Canvas IGH Owner, LP, a Delaware limited partnership, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means the retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances installed on the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means that certain Grading and Drainage Plan (Sheets 9, 10 and 11) of the Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021.

1.6 Lot. “Lot” means collectively that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Responsible Properties, during the period of time that it or they own fee title.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

1.10 Responsible Properties. “Responsible Properties” means the real property located in the City of Inver Grove Heights, Minnesota, Dakota County legally described on **Exhibit B.**

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner currently owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner, at its cost, intends to install the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is requiring that Lot Owner execute this Retaining Wall Maintenance Agreement to ensure that once the Retaining Wall Facilities are constructed and approved by the City, Responsible Owner will be responsible for maintenance of the Retaining Wall Facilities.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Any construction of the Retaining Wall Facilities shall be subject to approval of the City and installed in a manner acceptable to the City pursuant to a Development Contract between the City and Lot Owner dated March 22, 2021.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exist. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. Once prepared and approved, the Retaining Wall Construction Plan will be on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Retaining Wall Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes to all the Responsible Properties 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 costs shall be split equally among the Responsible Properties.

3.10 Obligation For Maintenance Notwithstanding Public Easement or Public Right-of-Way. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements or public right-of-way.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the 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.

3.12 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 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

4.2 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.

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

4.4 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.

4.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

| | |
|-------------------------|----------------------|
| If to Lot Owner: | Canvas IGH Owner, LP |
|-------------------------|----------------------|

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.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Canvas IGH Owner, LP, a Delaware limited partnership, as Lot Owner and Responsible Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LOT OWNER AND RESPONSIBLE OWNER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC,**
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lots 2 through 8, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
RESPONSIBLE PROPERTIES

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

Lots 1 through 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota.

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
OUTLOT G, CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO OUTLOT G, CANVAS AT INVER GROVE HEIGHTS (hereafter referred to as “Agreement”) is made, entered into and effective this 12th day of April, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Canvas IGH Owner, LP, a Delaware limited partnership, (hereafter referred to as Lot Owner 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 Lot Owner. “Lot Owner” means Canvas IGH Owner, LP, a Delaware limited partnership, and its successors and assigns.

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means the retaining walls, retaining wall foundations, retaining wall anchors and related appurtenances installed on the Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means that certain Grading and Drainage Plan (Sheets 9, 10 and 11) of the Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021.

1.6 Lot. “Lot” means collectively that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Responsible Properties, during the period of time that it or they own fee title.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

1.10 Responsible Properties. “Responsible Properties” means the real property located in the City of Inver Grove Heights, Minnesota, Dakota County legally described on **Exhibit B.**

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner currently owns the Lot. Lot Owner is currently the only Responsible Owner.

Recital No. 2. Lot Owner, at its cost, intends to install the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is requiring that Lot Owner execute this Retaining Wall Maintenance Agreement to ensure that once the Retaining Wall Facilities are constructed and approved by the City, Responsible Owner will be responsible for maintenance of the Retaining Wall Facilities.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Any construction of the Retaining Wall Facilities shall be subject to approval of the City and installed in a manner acceptable to the City pursuant to a Development Contract between the City and Lot Owner dated March 22, 2021.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exist. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. Once prepared and approved, the Retaining Wall Construction Plan will be on file with the City.

3.4 Intentionally deleted.

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

3.8 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the

Retaining Wall Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.9 Certification of Costs Payable With Taxes. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes to all the Responsible Properties 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 costs shall be split equally among the Responsible Properties.

3.10 Obligation For Maintenance Notwithstanding Public Easement or Public Right-of-Way. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements or public right-of-way.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Except to the extent caused by, due to, or exacerbated by the negligence or willful misconduct of the 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.

3.12 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 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot 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 Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

4.2 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.

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

4.4 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.

4.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

| | |
|-------------------------|----------------------|
| If to Lot Owner: | Canvas IGH Owner, LP |
|-------------------------|----------------------|

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.

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IN WITNESS WHEREOF, Canvas IGH Owner, LP, a Delaware limited partnership, as Lot Owner and Responsible Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: _____
 Freddy Ellis
 Its: President

STATE OF _____)
)
COUNTY OF _____) SS.

Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Outlot G, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
RESPONSIBLE PROPERTIES

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

Any buildable lots in any re-plat of Outlot G, Canvas at Inver Grove Heights shall be considered Responsible Properties for purposes of this Agreement. To the extent Outlot G, Canvas at Inver Grove Heights is re-platted, each of the buildable lots within the re-platted property shall become Responsible Properties under this Agreement.

DEVELOPMENT CONTRACT
FOR PLAT OF
CANVAS AT INVER GROVE HEIGHTS

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CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF CANVAS AT INVER GROVE HEIGHTS

THIS DEVELOPMENT CONTRACT is made and entered into on the 12th day of April, 2021, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, infiltration basins, water quality pre-treatment facilities, pedestrian trails and sidewalks; and

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

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

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 DEVELOPER. "DEVELOPER" means Canvas IGH Owner, LP, a Delaware limited partnership, and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the 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.

1.17 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

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

- d.) breach of the DEVELOPER WARRANTIES.

1.18 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; and fires or explosions.

1.19 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.
- 1.20 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

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

1.21 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:** Canvas IGH Owner LP

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

ARTICLE 2 **PLAT APPROVAL**

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

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

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT 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 and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

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

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

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

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

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.

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots (except for Outlots E and G, which will be re-platted in the future). The markers provide identification for future landowners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.

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

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

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

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 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. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 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 Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

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

- Stormwater Facilities Maintenance Agreement for Outlots B, C and D, Canvas at Inver Grove Heights
- Stormwater Facilities Maintenance Agreement for Outlots A, F and G, and Lot 34, Block 2, Canvas at Inver Grove Heights
- Retaining Wall Maintenance Agreement relating to Lots 1 through 11, Block 3, Canvas at Inver Grove Heights
- Retaining Wall Maintenance Agreement relating to Lots 1 through 6, Block 1, Canvas at Inver Grove Heights
- Retaining Wall Maintenance Agreement relating to Lots 2 through 8, Block 2, Canvas at Inver Grove Heights
- Retaining Wall Maintenance Agreement relating to Outlot G, Canvas at Inver Grove Heights
- Restrictive Use Easement Agreement for Lot 1, Block 1, Canvas at Inver Grove Heights
- Restrictive Use Easement Agreement for Lot 1, Block 2 And Lot 19 And Lot 20, Block 2 And Lot 31, Block 2, And Lot 34, Block 2, Canvas At Inver Grove Heights
- Restrictive Use Easement Agreement for Lot 1, Block 3 And Lot 42 And Lot 43, Block 3 And Lot 51, Block 3, Canvas at Inver Grove Heights
- Street Light Agreement for Plat of Canvas at Inver Grove Heights
- Agreement Relating to Landowner Improvements Within City Easement for Plat of Canvas at Inver Grove Heights

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 accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. 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 (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and

elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

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.

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.

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

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

ARTICLE 10

DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
CITY WARRANTIES

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

ARTICLE 12
INDEMNIFICATION OF CITY

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

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

- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the 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 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the 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 DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 **ESCROW DEPOSIT**

14.1 ESCROW 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 an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 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, 2023.

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

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 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. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:
CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

**After Recording, Please Return This
Instrument To:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

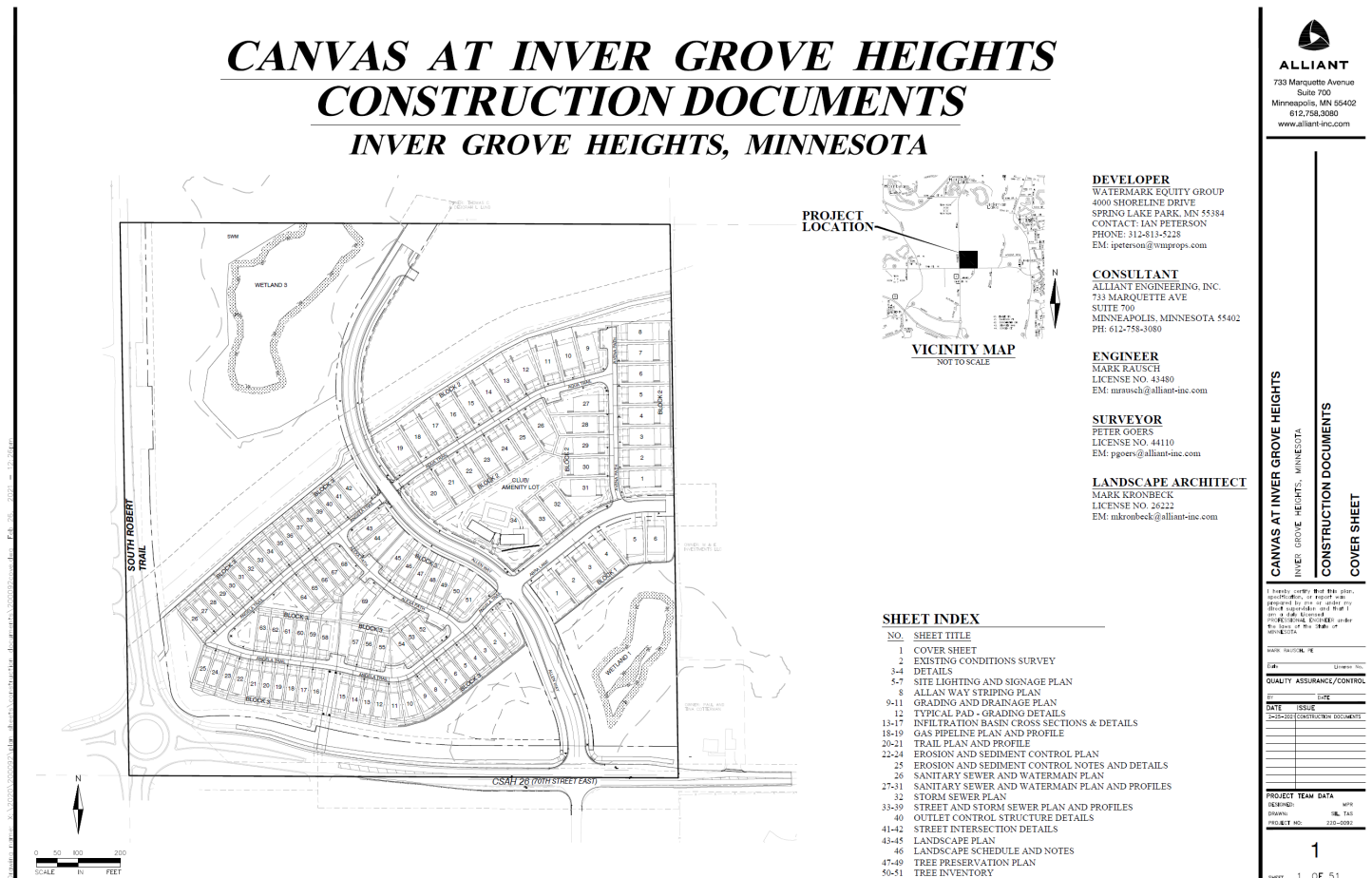
EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF CANVAS AT INVER GROVE HEIGHTS

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights, Dakota County, Minnesota;
Lots 1 through 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota;
Lots 1 through 69, Block 3, Canvas at Inver Grove Heights, Dakota County, Minnesota; and
Outlots A, B, C, D, E, F and G, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B LIST OF DEVELOPMENT PLANS

DEVELOPMENT PLANS means that certain set of plans titled “Canvas at Inver Grove Heights Construction Documents” dated February 25, 2021 prepared by Alliant. The Sheet Index for the “Canvas at Inver Grove Heights Construction Documents” is shown below.



The above-listed Development Plans were approved by the City Engineer on _____, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Canvas at Inver Grove Heights (the “City Engineer Memos”):

1. Letter from Dakota County Surveyor dated September 21, 2020;
2. Memo from City Engineering Department dated December 29, 2020;

3. Memo from WSB dated December 16, 2020;
4. Planning Report dated January 5, 2021;
5. Memo from Alliant dated February 26, 2021 relating to response to City comments pertaining to final plat;
6. Memo from Alliant dated February 26, 2021 relating to response to Wenck comments pertaining to stormwater management.

The City Engineer Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

| <u>CHECKED</u> | <u>COMPLETION DATE</u> | <u>IMPROVEMENT</u> |
|-----------------------|---|---|
| X | prior to obtaining a building permit or November 30, 2021, whichever occurs first | general site grading, drainage and erosion control |
| X PUBLIC | prior to obtaining a building permit or November 30, 2021, whichever occurs first | utilities (sanitary sewer and water lateral and trunk lines) |
| X | prior to obtaining a building permit or November 30, 2021, whichever occurs first | sanitary sewer and water service lines |
| X PUBLIC | prior to obtaining a building permit or November 30, 2021, whichever occurs first | gravel base for streets |
| X PUBLIC | prior to obtaining a building permit or November 30, 2021, whichever occurs first | base bituminous course for streets |
| X | prior to obtaining a building permit or November 30, 2021, whichever occurs first | storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) functional to level approved by City Engineer |

| | | |
|----------|---|--|
| X PUBLIC | prior to obtaining a building permit or November 30, 2021, whichever occurs first | City Project No. 2021-03 (Emergency Pumping and Forcemain System for Regional Basins EP-027A and EP-034) |
| X PUBLIC | November 30, 2021 | City Project No. 2021-07 (70 th Street [CSAH 26] and Allen Way Intersection Improvements) |
| X | prior to issuing certificate of occupancy for the individual subject lot | lot landscaping |
| X | November 30, 2021 | final completion of storm water facilities (storm sewer pipes, infiltration basins, water quality pre-treatment facilities) as approved by City Engineer |
| X | November 30, 2021 | retaining walls complete |
| X PUBLIC | November 30, 2021 | final pavement for trail |
| X PUBLIC | See Section 4.4 | street signage |
| X PUBLIC | November 30, 2021 | final wear course of bituminous for streets and street lights |
| X PUBLIC | November 30, 2021 | sidewalks |

If the DEVELOPER intends to construct model homes on certain lots within the PLAT, then the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

EXHIBIT D
CITY IMPROVEMENTS

The City intends to order City Project No. 2021-07 (70TH Street [CSAH 26] and Allen Way Intersection Improvements). The City intends to enter into a Joint Powers Agreement with Dakota County with respect to the *Joint Powers Agreement For Engineering, Right Of Way, Construction, Maintenance, And Cost Participation Between The County Of Dakota And The City Of Inver Grove Heights For Dakota County Project No. 26-64 City Project No. 2021-07 - 70th Street (CSAH 26) And Allen Way Intersection Improvements In Relation To The Canvas At IGH Development.*

The Developer will construct the intersection and trail improvements. The Developer must construct City Project No. 2021-07 pursuant to the plans approved by the City and County. Subject to the partial reimbursement received from the County, the Developer is responsible for all the costs and expenses related to City Project No. 2021-07. The City shall pass through to the Developer and shall pay the Developer the monies that the City received from the County pursuant to the Joint Powers Agreement. The estimated cost of City Project No. 2021-07 is \$ _____. The final reimbursement amount with respect to the monies received from the County shall be based on the actual final project costs after the project is completed. Prior to commencing work on the project, the Developer shall file with the City a certificate of insurance for general commercial liability, naming the City and County as additional insureds and in the amounts required by the City Engineer.

The City intends to order City Project No. 2021-03 (NWA Emergency Pumping Systems and Forcemain Improvements for Regional Basins EP-027A and EP-034 for Canvas at Inver Grove Heights Development). The City shall design City Project No. 2021-03 and prepare the plans and specifications for the Project. Subject to the reimbursement reference below, the Developer, at its expense, shall construct City Project No. 2021-03. The City shall reimburse the Developer 85.5% of the cost of City Project No. 2021-03 once the project is constructed and tested and approved by the City. The reimbursement amount shall be based on the final project costs after the project is constructed. Developer has entered into a private construction contract with Enabek Construction to construct City Project No. 2021-03. The City has approved the private construction contract with Enabek Construction.

Prior to commencing work on the project, the Developer shall file with the City a certificate of insurance for general commercial liability, naming the City as additional insured and in the amount required by the City Engineer.

The proposed costs for City Project No. 2021-03 are \$ _____ with Developer responsible for 14.5% of the estimated total project costs in the amount of \$ _____.

The City has retained Wenck Associates, Inc. (Stantec) to prepare the design and plans for City Project No. 2021-03 and to conduct inspections of the construction. At the time the City reimburses the Developer as set forth above, the Developer shall pay the City 14.5% of the amount that the City has paid Wenck Associates, Inc. for the tasks performed by Wenck Associates, Inc.

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 execute this DEVELOPMENT CONTRACT and the documents listed in paragraph 20 of this Exhibit E.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$17,700 with regard to the streets in the DEVELOPER IMPROVEMENTS as required under paragraph 14 of Exhibit E.
 - 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 F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 20 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in paragraph 7 of this Exhibit E.
 - i.) DEVELOPER has paid \$3,200 towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C.
 - j.) DEVELOPER must pay \$2,500 for the computerized water model for drinking water system as referenced in paragraph 27 of this Exhibit E.

- k.) DEVELOPER must pay \$4,500 for storm water model updating by Emmons & Oliver Resources, Inc. as referenced in paragraph 28 of this Exhibit E.
 - l.) DEVELOPER must pay the park dedication fee referenced in paragraph 6 of this Exhibit E.
- 2.) **CONDITIONS TO BE SATISFIED PRIOR TO NOVEMBER 30, 2021 OR PRIOR TO ISSUANCE OF A BUILDING PERMIT.** Prior to November 30, 2021, or prior to issuance of a building permit, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS; however, the CITY pursuant to paragraph 21 of this Exhibit E, may issue a building permit for construction of model homes within the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:
- a.) All the conditions in paragraph 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 20 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) All sanitary sewer and water lateral lines have been installed; and all sanitary sewer and water trunk lines and sanitary sewer force mains have been installed and are operational.
 - e.) Sanitary sewer and water service have been installed.
 - f.) All grading, drainage and erosion control must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - g.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances must be functional to a level reasonably approved by the City Engineer.
 - h.) The gravel sub-base for the streets within the PLAT has been installed and the base course of bituminous for the streets must be installed.
 - j.) DEVELOPER must have obtained any required access permits from Dakota County.
 - k.) The emergency pumping and forcemain system has been constructed under City Project 2021-03 and is operational and approved by the CITY.

3.) **CONDITIONS TO BE SATISFIED PRIOR TO NOVEMBER 30, 2021 OR PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, and in any event, **no later than November 30, 2021**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions listed in paragraphs 1 and 2 of this Exhibit E must be satisfied.
- b.) Lot landscaping must be completed for the individual lot affected by the landscaping; 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 the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
- c.) By November 30, 2021, the final wear course of bituminous for the trail must be installed.
- d.) By November 30, 2021, the final wear course of bituminous for the streets must be installed and the street lights must be installed.
- e.) Prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.
- f.) By November 30, 2021, the sidewalks shall be installed.
- g.) By November 30, 2021, the intersection improvements associated with City Project No. 2021-07 (70TH Street [CSAH 26] and Allen Way Intersection Improvements) have been constructed and approved by the CITY.

4.) **OWNERSHIP AND PURPOSE OF OUTLOTS AND STORMWATER FACILITIES.** The Outlots (and Lot 34, Block 2) within the PLAT shall have the following ownership and purposes relating to storm water facilities:

- Outlot A: DEVELOPER shall convey to the CITY; contains existing regional basin EP-034 and DEVELOPER will construct infiltration basin to be maintained by the DEVELOPER
- Outlot B: DEVELOPER shall convey to the CITY; DEVELOPER will construct an infiltration basin to be maintained by the DEVELOPER

- Outlot C: DEVELOPER shall own; DEVELOPER shall construct a private infiltration basin to be maintained by DEVELOPER; platted drainage and utility easement over all of Outlot C
- Outlot D: DEVELOPER shall own; DEVELOPER shall construct a private infiltration basin to be maintained by DEVELOPER; platted drainage and utility easement over all of Outlot D
- Outlot E: DEVELOPER shall own for future re-platting; platted drainage and utility easement over all of Outlot E; no infiltration basin being constructed by DEVELOPER at this time
- Outlot F: DEVELOPER shall convey to CITY; contains existing regional basin EP-027A and DEVELOPER will construct an infiltration basin to be maintained by the DEVELOPER
- Outlot G: DEVELOPER shall own for future re-platting; DEVELOPER shall construct a private infiltration basin to be maintained by DEVELOPER
- Lot 34,
Block 2: DEVELOPER shall own; DEVELOPER shall construct two private infiltration basins to be maintained by DEVELOPER

- 5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$2,850, multiplied by the number of units. There are 108 units and as a result, the park contribution is \$307,800 (108 units multiplied by \$2,850 per unit). The park contribution fee of \$307,800 must be paid before the CITY releases the PLAT.
- 7.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY

ordinance.

The utility plat connection fees associated with the PLAT are as follows:

| Northwest Area Fees | | Sanitary Sewer Connection | Water Connection | Storm Water Utility Connection | Total |
|----------------------------|------------|----------------------------------|-------------------------|---------------------------------------|--------------|
| Plat Fees | Connection | \$129,448 | \$54,993 | \$221,460 | \$405,901 |

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

This paragraph 7 only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

- 8.) **MAGELLAN PIPELINE EASEMENT.** There is a pipeline easement in favor of Magellan Pipeline Company that runs through the entirety of the PLAT over portions of Outlots E and G and over the public street Allen Way. The DEVELOPER will construct

a pedestrian trail on Outlot E and Outlot G within the Magellan pipeline easement area. The DEVELOPER is seeking consent from Magellan Pipeline Company to construct the pedestrian trail within the pipeline easement area. The DEVELOPER will need to convey a Pedestrian Trail Easement to the CITY over Outlots E and G before the DEVELOPER replats Outlot G. The DEVELOPER will need to construct the pedestrian trail within Outlots E and G before the DEVELOPER is issued a certificate of occupancy for the future re-plat of Outlot G. DEVELOPER shall notify the CITY once consent is obtained from Magellan Pipeline Company.

The pipeline easement in favor of Magellan Pipeline Company also exists over portions of the public street (Allen Way) to be constructed by DEVELOPER. If there is a delay in the construction of Allen Way due to the DEVELOPER being unable to obtain timely consent from Magellan Pipeline Company to complete construction of Allen Way, then before issuance of a building permit for lots in the PLAT, DEVELOPER shall construct a temporary public access road over Allen Way until such time as the public road is constructed and open for vehicular traffic.

- 9.) **RESTRICTION ON SALE AGREEMENT.** DEVELOPER will own all of the single-family lots (excluding Outlots A, B and F which DEVELOPER will convey to the CITY) within the PLAT in Blocks 1, 2 and 3 and Outlot G. DEVELOPER intends to lease the units on such lots and does not intend to convey fee ownership of such lots within the PLAT. DEVELOPER will hire a management company to handle the leasing of the units within the PLAT and the maintenance obligations associated with the units including the amenities (pool and clubhouse) and outdoor maintenance and snow removal. If the single-family lots (excluding Outlot E) within the PLAT are conveyed from the DEVELOPER to multiple owners (other than an entity wholly owned or controlled by DEVELOPER), then the DEVELOPER shall be required to create a homeowner's association for the single-family lots within the PLAT to establish the maintenance obligations with respect to the documents listed in paragraph 20 of this Exhibit E. DEVELOPER shall prepare a Restriction on Sale Agreement that addresses maintenance obligations. The Restriction on Sale Agreement shall be signed by the DEVELOPER and shall be recorded with the PLAT. The Restriction on Sale Agreement shall be approved by the City Attorney.
- 10.) **PEDESTRIAN TRAILS.** With respect to the public pedestrian trails, the DEVELOPER shall convey the trail areas to the CITY by Pedestrian Trail Easement as approved by the CITY.

- 11.) **REIMBURSEMENT FOR WATER TRUNK LINE.** As part of the DEVELOPMENT PLANS, DEVELOPER is installing a water trunk line that will have a diameter size sufficient to serve the PLAT as well as an area outside of the PLAT. The diameter size will also have corresponding T-connections, fittings, valves and appurtenances. The CITY agrees and recognizes that the diameter size and corresponding T-connections, fittings, valves and appurtenances create a benefit for areas outside the PLAT. As a result, the CITY will grant a credit to the DEVELOPER against the water plat connection fees up to the extra cost incurred by the DEVELOPER for sizing the water trunk line 10 inches or above 10 inches in size. The DEVELOPER has provided the cost information and any bids, invoices or other data relevant to the installation of the water trunk line.

The Director of the PWD has reasonably computed the credit. The credit for the water trunk line is in the amount of \$_____.

This amount shall be applied against the water plat connection fee amount stated in paragraph 7 of this Exhibit E.

- 12.) **DECLARATION OF EASEMENTS AND RESTRICTIONS.** The lots in Blocks 1, 2 and 3 of the PLAT have boundary lines that run to the centerline of the private roads within the PLAT. DEVELOPER shall prepare, execute and record a Declaration of Easements and Restrictions that addresses the private street system within the PLAT and the maintenance obligations relating thereto. The Declaration of Easements and Restrictions is subject to approval of the City Attorney.
- 13.) **TEMPORARY EMERGENCY FIRE ACCESS.** An emergency fire access will be located between Lots 15 and 16, Block 3. Dakota County is preparing a Temporary Emergency Access Agreement between the CITY and Dakota County. The Temporary Emergency Access Agreement will expire upon such time as access from Allen Way to 65th Street is complete. CITY utilities are also being constructed between Lots 15 and 16, Block 3. DEVELOPER shall record the Temporary Emergency Access Agreement with the PLAT.
- 14.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$17,700 for the work.

The amount of \$17,700 is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the PLAT.

- 15.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.
- 16.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the PLAT.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT for the years 2022, 2023 and 2024. Thereafter, the energy costs for the street lights shall be paid by the owner of the buildable lots within the PLAT.

- 17.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached Exhibit G. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.
- 18.) **CONVEYANCE OF CERTAIN OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots A, B and F, Canvas at Inver Grove Heights.

Conveyance of the Outlots shall be by Warranty Deed. The Warranty Deed shall be recorded with the PLAT.

- 19.) **Intentionally omitted.**
- 20.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

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

- b. By Warranty Deed, DEVELOPER must convey Outlots A, B and F, Canvas at Inver Grove Heights to the CITY at the time the PLAT is recorded.

- c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for Outlots B, C and D, Canvas at Inver Grove Heights.

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

- d. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for Outlots A, F and G and Lot 34, Block 2, Canvas at Inver Grove Heights.

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

- e. DEVELOPER must execute a separate Restrictive Use Easement Agreement for the following lots within the PLAT:

- Lot 1, Block 1, Canvas at Inver Grove Heights
- Lot 1, Block 2; Lots 19 and 20, Block 2; Lot 31, Block 2 and Lot 34, Block 2, Canvas at Inver Grove Heights
- Lot 1, Block 3; Lots 42 and 43, Block 3; Lot 51, Block 3, Canvas at Inver Grove Heights

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

- f. DEVELOPER must execute a separate Retaining Wall Maintenance Agreement for the following lots within the PLAT:

- Lots 1 through 6, Block 1, Canvas at Inver Grove Heights
- Lots 2 through 8, Block 2, Canvas at Inver Grove Heights
- Lots 1 through 11, Block 3, Canvas at Inver Grove Heights
- Outlot G, Canvas at Inver Grove Heights

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

- g. DEVELOPER must execute an Agreement Relating to Landowner Improvements Within City Easement Agreement (Encroachment Agreement) with respect to retaining walls located within the PLAT.

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

- h. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

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

- i. DEVELOPER must execute a Street Light Agreement for the PLAT.

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

- j. DEVELOPER must obtain approval from the CITY and must record the Declaration of Easements and Restrictions relating to the private street system for the PLAT.
- k. DEVELOPER must execute a Pedestrian Trail Easement Agreement for the following:
 - Outlot G and Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, Block 2, Canvas at Inver Grove Heights
 - Outlots B and E and Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, Block 3, Canvas at Inver Grove Heights
 - Outlot E, Canvas at Inver Grove Heights
 - Lots 19, 20 and 34, Block 2, Canvas at Inver Grove Heights

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

- l. DEVELOPER must execute a Permanent Sidewalk Easement for the following:
 - Lot 1, Block 2, Canvas at Inver Grove Heights
 - Lots 31, 32, 33 and 34, Block 2, Canvas at Inver Grove Heights

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

- m. DEVELOPER must execute a separate Temporary Sewer and Water Easement for the following:
 - At the end of Abra Lane adjoining Lot 1, Block 2 and Outlot A, Canvas at Inver Grove Heights
 - At the end of Allen Way adjoining Outlots F and G, Canvas at Inver Grove Heights

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

- n. Pursuant to paragraph 9 of this Exhibit E, DEVELOPER shall provide a Restriction on Sale Agreement that addresses maintenance obligations. The Restriction on Sale Agreement shall be signed by the DEVELOPER and shall be recorded with the PLAT. The Restriction on Sale Agreement shall be approved by the City Attorney.

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

The agreements and easements listed in this paragraph 20 must be recorded prior to any mortgage relating to any lots in the PLAT.

- 21.) **MODEL HOMES / SALES HOMES.** If the DEVELOPER intends to construct model homes, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install gravel drives for access to the lots and the gravel drives shall be inspected and approved by the CITY Fire Marshal. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.
- 22.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots (except Outlots E and G). The markers provide identification for future landowners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled “Protected Area” at the cost of DEVELOPER.
- 23.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

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

- 24.) **WETLAND MITIGATION.** DEVELOPER must obtain the necessary wetland mitigation approvals and follow the approved Wetland Mitigation Plan.
- 25.) **MONUMENT AT ENTRYWAY.** If DEVELOPER constructs a monument and associated landscaping at the entryway to the PLAT, the CITY shall grant a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The DEVELOPER shall maintain the monument and associated landscaping. If the DEVELOPER fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the DEVELOPER at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.
- 26.) **RETAINING WALL REQUIRMENTS.** Prior to the CITY issuing a building permit for any individual lot in the PLAT, any retaining wall permit for that lot must be issued by

the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY. The Retaining Wall Maintenance Agreement shall contain the same requirement.

- 27.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$2,500 to reimburse the CITY for this expense.
- 28.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Emmons & Oliver Resources, Inc. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$4,500 to reimburse the CITY for this expense.
- 29.) **MN/DOT CULVERT.** There is a MnDOT culvert that drains into Outlot E of the PLAT. If erosion issues occur on Outlot E due to the MnDOT culvert, the DEVELOPER is responsible to repair and correct and erosion issues. The CITY has a platted drainage and utility easement over all of Outlot E.
- 30.) **NATURAL AREA/OPEN SPACE.** There will be dedicated natural area/open space in Outlots A, B and F per the approved DEVELOPMENT PLANS. Because the CITY will own Outlots A, B and F, the CITY is not requiring a Natural Area/Open Space Easement Agreement for the PLAT.
- 31.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There are public streets in the PLAT that abut property not owned or controlled by the DEVELOPER. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the abutting parcels. The CITY wants to assure that the following portions are either built or that the CITY has funds available to build these segments if and when the adjoining land is platted and developed:

- Allen Way street, sanitary sewer and water main to be extended to the north plat line.
- Abra Way street, storm sewer, sanitary sewer and watermain to the east plat line.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the sum of \$ _____ to compensate the CITY for utility and street extension with respect to the segments of the utilities and streets within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed.

With regard to the escrowed sum, no interest shall be paid on the escrowed amount. If the

utilities and street are extended to the boundaries of the PLAT at the time the utilities and street are installed, then after completion of the utility and street extension and acceptance of the improvements by the CITY, the escrowed sum relating to the utility and street extension that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the escrowed sum and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the escrowed sum that is kept by the CITY.

- 32.) **REIMBURSEMENT FOR SEWER TRUNK LINE.** As part of the DEVELOPMENT PLANS, DEVELOPER is installing a sewer trunk line that will have a diameter size sufficient to serve the PLAT as well as an area outside of the PLAT. The diameter size will also have corresponding connections and appurtenances. The CITY agrees and recognizes that the diameter size and corresponding connections and appurtenances create a benefit for areas outside the PLAT. As a result, the CITY will grant a credit to the DEVELOPER against the sewer plat connection fees up to the extra cost incurred by the DEVELOPER for sizing the sewer trunk line above 10 inches in size. The DEVELOPER has provided the cost information and any bids, invoices or other data relevant to the installation of the sewer trunk line.

The Director of the PWD has reasonably computed the credit. The credit for the sewer trunk line is in the amount of \$_____.

This amount shall be applied against the sewer plat connection fee amount stated in paragraph 7 of this Exhibit E.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

| | | |
|----------------------|---|--------------------|
| 1.) | Site Grading, Drainage
and Erosion Control | \$ |
| 2.) | Sanitary Sewer | \$ |
| 3.) | Watermain | \$ |
| 4.) | Storm Sewer | \$ |
| 5.) | Street and Sidewalk Construction | \$ |
| 6.) | Street Lights | \$ |
| 7.) | Bituminous Trail | \$ |
| 8.) | Construction debris clean up | \$ |
| 9.) | Certified As-Builts | \$ |
| 10.) | Landscaping | \$ |
| 11.) | City Project No. 2021-03 | \$ |
| 12.) | City Project No. 2021-07
(intersection improvements) | \$ |
| 13.) | City Project No. 2021-07
(trail improvements) | \$ |
| SUBTOTAL | | \$ |
| Multiplied by | | <u>1.25</u> |
| TOTAL ESCROW: | | \$ _____ |

EXHIBIT F
ESCROW CALCULATION (Continued)

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

- \$252,000 City inspection and engineering consultant fees
- \$4,500 EOR review fees
- \$7,737 WSB traffic review fees
- **\$264,237 TOTAL**

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

Upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping and vegetative establishment within the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

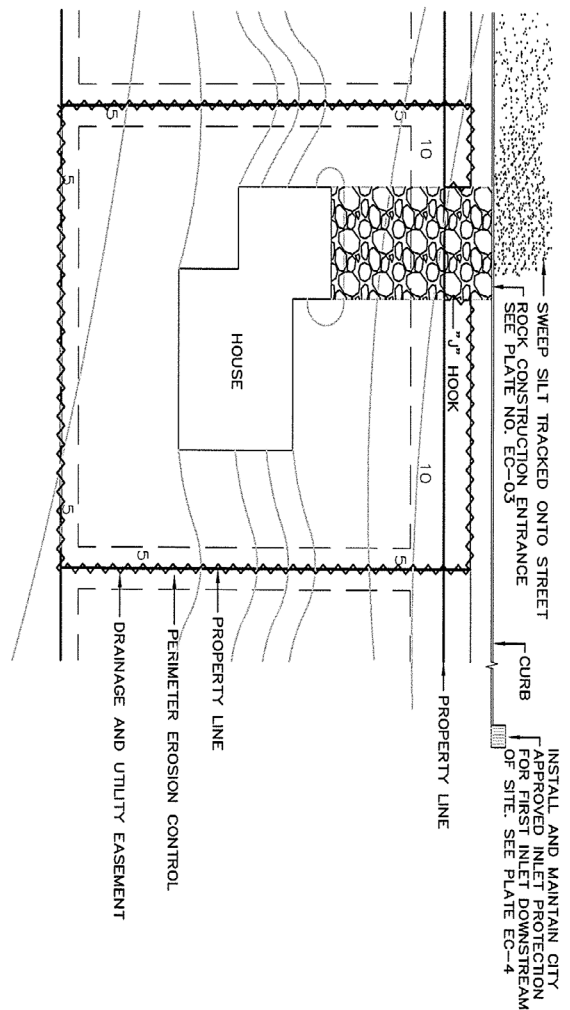
The City shall return to the Developer any remaining Escrow Retainage when all of the vegetative cover has been established to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or vegetative cover establishment exceed the initially deposited \$264,237, 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.

Review fees associated with the Development Plans in the amount of \$25,666 were received by the City from the Developer on December 14, 2020 which covered the following costs:

- \$11,200: Wenck NW Area Stormwater Management System Plan Review
- \$7,500: Bolton & Menk Sanitary System Plan Review
- \$2,500: Stantec Watermain System Plan Review
- \$4,466: Wenck Storm Pumping System Design

EXHIBIT G



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

| | | | |
|--|---|---|----------------------------|
| |  | EROSION CONTROL FOR
RESIDENTIAL LOTS | |
| | | CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT | 4/11
PLATE NO.
EC-01 |

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1 CANVAS AT INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, CANVAS AT INVER GROVE HEIGHTS (Easement Agreement) is made this 12th day of April, 2021, by and between Canvas IGH Owner, LP, a Delaware limited partnership (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor 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 Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor 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 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor 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.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor 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.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the

successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement 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 Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement 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 Easement 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 Easement 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.

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

13. **Counterparts.** This Easement 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.

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

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, The Crossings At Inver Woods, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across that part of Lot 1, Block 1, The Crossings At Inver Woods according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

That part of Outlot A and that part of Lot 1, Block 1, all in THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof, on file in the office of the County Recorder, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of said Lot 1, Block 1, THE CROSSINGS AT INVER WOODS; thence North 89°10'37" East, along the north line of said Lot 1, a distance of 72.00 feet; thence South 44°23'16" West 43.18 feet; thence North 89°35'59" West 40.00 feet; thence North 45°22'40" West 41.85 feet to the north line of said Outlot A; thence North 89°42'13" East, along said north line, 28.00 feet to the point of beginning.

[illegible]

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO OUTLOT A, OUTLOT F, OUTLOT G AND LOT 34, BLOCK 2,
CANVAS AT INVER GROVE HEIGHTS,
CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO OUTLOT A, OUTLOT F, OUTLOT G AND LOT 34, BLOCK 2, CANVAS AT INVER GROVE HEIGHTS (Agreement) is made, entered into and effective this 12th day of April, 2021, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Canvas IGH Owner, LP, a Delaware limited partnership (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 Canvas IGH Owner, LP, a Delaware limited partnership and its successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

| | |
|-----------|---|
| Outlot A: | infiltration basin (IB-6) and appurtenances |
| Outlot F: | infiltration basin (IB-1) and appurtenances |
| Outlot G: | infiltration basin (IB-2) and appurtenances |
| Lot 34, | |
| Block 2: | two infiltration basins (IB-10 and IB-11) and appurtenances |

1.5 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The Residential Owners and the successors and assigns of the Residential Owners.

The current Responsible Owner is the Landowner.

1.6 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.7 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.8 Stormwater Facility Plan. “Stormwater Facility Plan” means those certain Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021, as well as the “Operations and Maintenance Plan” approved by the City Engineer and any amendments relating thereto approved by the City.

The Stormwater Facility Plan includes the map titled “Stormwater Maintenance Responsibility Map” prepared by Alliant Engineering dated February 4, 2021 and approved by the City Engineer which depicts the location of the Storm Water Facilities and the responsibility for maintenance. The Storm Water Maintenance Responsibility Map is attached as **Exhibit E**.

The Stormwater Facility Plan also includes the Storm Water Management Study / Final Plat – Please 1 Stormwater Report dated February 26, 2021 prepared by Alliant Engineering, Inc.

The Stormwater Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.9 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater 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.

1.10 Development Contract. “Development Contract” means that certain contract between City and Landowner dated April 12, 2021.

1.11 Storm Water Facilities Lots. “Storm Water Facilities Lots” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached **Exhibit D**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns all the Residential Lots (including any buildable lots in the re-plat of Outlot G, Canvas at Inver Grove Heights). Any buildable lots in any re-plat of Outlot G shall be considered Residential Lots for purposes of this Agreement.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the plat of Canvas at Inver Grove Heights.

Recital No. 3. The City is willing to approve the Development Plans for the plat of Canvas at Inver Grove Heights if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. The Storm Water Facilities benefit and will serve the Residential Lots.

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 Residential Lots 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.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Storm Water Facilities identified in Section 1.5 of this Agreement shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the terms of the Development Contract.

3.2 Maintenance of Storm Water Facilities. Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 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 Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities 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 plat of Canvas at Inver Grove Heights.

Responsible Owner is **not** obligated to maintain the following Storm Water Facilities; the City is responsible to maintain the following Storm Water Facilities:

- Regional basin EP-034 located in Outlot A, Canvas at Inver Grove Heights.
- Regional basin EP-027 located in Outlot F, Canvas at Inver Grove Heights.

The Storm Water Maintenance Responsibility Map attached hereto as **Exhibit E** depicts the Storm Water Facilities that will be maintained by the City and depicts the Storm Water Facilities described herein that will be maintained by the Responsible Owner.

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

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Storm Water Facilities Lots are located outside of the Northwest Area Overlay District.
- c.) The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Storm Water Facilities Lots. The Responsible Owner has submitted an Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. 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.

iii.) The Operations & Maintenance Plan shall contain the following information:

- a. Detailed inspection requirements;
- b. Inspection and maintenance schedules;
- c. Contact information for the Responsible Owner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. 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 Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.
- h. The design storage capacity of the Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- i. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the Stormwater 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.

In December of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within 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. If payment is not made under Section 3.5 by the Responsible Owner, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 cost shall be split evenly among the Residential Lots.

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.) 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 Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Canvas at Inver Grove Heights.

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 Storm Water Facilities Lots and shall run with the Residential Lots 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 Landowner in the Storm Water Facilities Lots and the Residential Lots acquired after the execution date of this Agreement or after the recording date of this Agreement.

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 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: Canvas IGH Owner, LP

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

ARTICLE 6
INCORPORATION OF BUILDABLE LOTS IN OUTLOT G,
CANVAS AT INVER GROVE HEIGHTS INTO RESIDENTIAL LOTS

6.1 Incorporation of Buildable Lots in Outlot G, Canvas at Inver Grove Heights into Residential Lots. Landowner as the fee title owner of Outlot G, Canvas at Inver Grove Heights hereby agrees as follows:

1. Any Storm Water Facilities located on any re-plat of Outlot G, Canvas at Inver Grove Heights shall be deemed to be included within the definition of Storm Water Facilities, as defined in this Agreement.
2. Any buildable lot in any re-plat of Outlot G, Canvas at Inver Grove Heights shall be deemed a Residential Lot as defined in this Agreement.

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

IN WITNESS WHEREOF Landowner and the City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Canvas at Inver Grove Heights,
Lots 1 through 33, Block 2, Canvas at Inver Grove Heights,

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

****Further, any buildable lots in any re-plat of Outlot G, Canvas at Inver Grove Heights shall be considered Residential Lots for purposes of this Agreement. To the extent Outlot G, Canvas at Inver Grove Heights is re-platted, each of the buildable lots within the re-platted property shall become a Residential Lot under this Agreement.**

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN

OPERATIONS AND 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. Vacuum Sump manholes. | Property owner unless designated |
| 2. Sediment, trash and debris removal from infiltration basins | 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. Watering | As needed | Provide 1 inch of water when plants show signs of stress | Property owner |
| 5. Vegetation replacement and weeding | Annually in spring and fall | Replace dead vegetation and remove evasive or unwanted plants | Property owner |
| 6. Clean/fix structural components | As needed per inspection | Dependent on the type of damage; repair components per manufacturer's recommendations | Property owner unless designated |
| 7. Drain tile Valve Use | As needed per winter drawdown or Maintenance | Open valve to drain basin if inundated with water due to frozen conditions or maintenance requirement | Property owner unless designated |

EXHIBIT C
ANNUAL INSPECTION FORM

| CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM | | | | | |
|--|--------------|-----------------------|---------------------------|-------------------|--------------|
| STRUCTURE ID: | | INSPECTION DATE/TIME: | | INSPECTOR(S): | |
| LOCATION: | | | | POND ID: | |
| EASEMENT | | | | | |
| ACCESSIBLE | Y | N | | | |
| STRUCTURES IN ESMT. | Y | N | DESCRIPTION | | |
| TREES IN ESMT. | Y | N | LARGEST DIAMETER (INCHES) | | |
| STRUCTURE | FES | PIPE | CB | SPCD | OTHER |
| ATTRIBUTES | TRASH GUARD | | WEIR | SURGE BASIN | OTHER NONE |
| CONDITION* | ACCEPTABLE | | 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 | | | | | |
| ILLICIT DISCHARGE | | | | | |
| DATE OF LAST RAINFALL EVENT: | | | | | |
| ODOR | Y | N | COMMENTS: | | |
| COLOR | Y | N | COMMENTS: | | |
| FLOATABLES IN DISCHARGES | Y | N | COMMENTS: | | |
| STAINS/DEPOSITS IN STRUCT. | 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

EXHIBIT D
STORM WATER FACILITIES LOTS

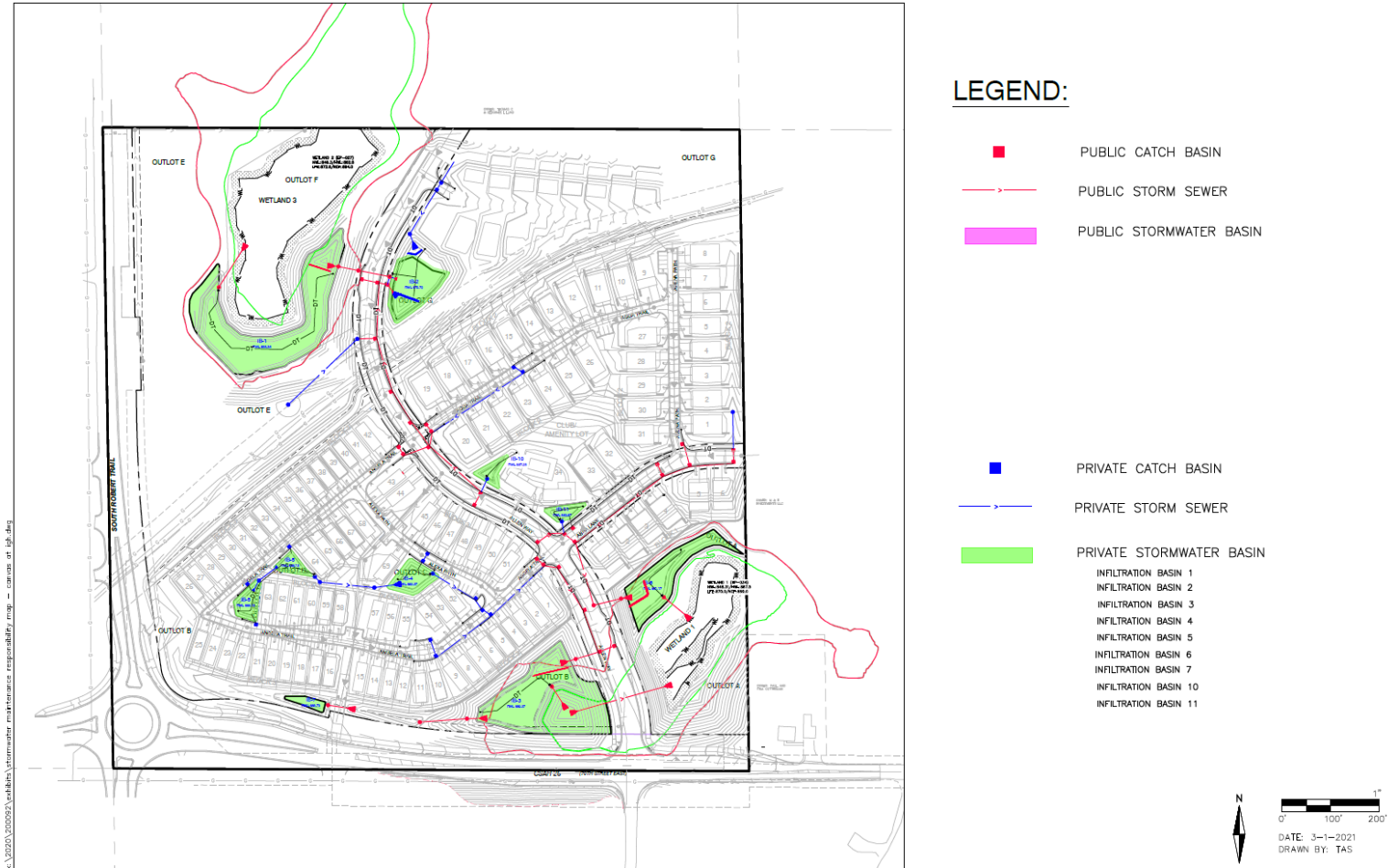
Storm Water Facilities Lots means each and all of the following, individually and collectively:

Outlot A, Canvas at Inver Grove Heights, Dakota County, Minnesota;
Outlot F, Canvas at Inver Grove Heights, Dakota County, Minnesota;
Outlot G, Canvas at Inver Grove Heights, Dakota County, Minnesota;
Lot 34, Block 2, Canvas at Inver Grove Heights, Dakota County, Minnesota;

Any outlot in any re-plat of Outlot G, Canvas at Inver Grove Heights on which there is located any Storm Water Facilities.

EXHIBIT E

STORM WATER MAINTENANCE RESPONSIBILITY MAP



CANVAS AT INVER GROVE HEIGHTS - STORMWATER MAINTENANCE RESPONSIBILITY MAP
INVER GROVE HEIGHTS, MINNESOTA

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO OUTLOTS C AND D, CANVAS AT INVER GROVE HEIGHTS
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR OUTLOTS B, C AND D, CANVAS AT INVER GROVE HEIGHTS (Agreement) is made, entered into and effective this 12th day of April, 2021, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Canvas IGH Owner, LP, a Delaware limited partnership (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 Canvas IGH Owner, LP, a Delaware limited partnership and its successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

| | |
|-----------|---|
| Outlot B: | infiltration basin (IB-3) and appurtenances |
| Outlot C: | infiltration basin (IB-4) and appurtenances |
| Outlot D: | infiltration basin (IB-5) and appurtenances |

1.5 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The Residential Owners and the successors and assigns of the Residential Owners.

The current Responsible Owner is the Landowner.

1.6 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.7 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.8 Stormwater Facility Plan. “Stormwater Facility Plan” means those certain Canvas at Inver Grove Heights Construction Documents (51 pages) prepared by Alliant Engineering, Inc. dated February 25, 2021 and approved by the City Engineer on _____, 2021, as well as the “Operations and Maintenance Plan” approved by the City Engineer and any amendments relating thereto approved by the City.

The Stormwater Facility Plan includes the map titled “Stormwater Maintenance Responsibility Map” prepared by Alliant Engineering dated February 4, 2021 and approved by the City Engineer which depicts the location of the Storm Water Facilities and the responsibility for maintenance. The Storm Water Maintenance Responsibility Map is attached as **Exhibit E**.

The Stormwater Facility Plan also includes the Storm Water Management Study / Final Plat – Please 1 Stormwater Report dated February 26, 2021 prepared by Alliant Engineering, Inc.

The Stormwater Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.9 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater 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.

1.10 Development Contract. “Development Contract” means that certain contract between City and Landowner dated April 12, 2021.

1.11 Storm Water Facilities Lots. “Storm Water Facilities Lots” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached **Exhibit D**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns all the Residential Lots.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the plat of Canvas at Inver Grove Heights.

Recital No. 3. The City is willing to approve the Development Plans for the plat of Canvas at Inver Grove Heights if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. The Storm Water Facilities benefit and will serve the Residential Lots.

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 Residential Lots 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.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Storm Water Facilities identified in Section 1.5 of this Agreement shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the terms of the Development Contract.

3.2 Maintenance of Storm Water Facilities. Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 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 Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities 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 plat of Canvas at Inver Grove Heights.

Responsible Owner is **not** obligated to maintain the following Storm Water Facilities; the City is responsible to maintain the following Storm Water Facilities:

- Regional Basin EP-034 located on Outlot B, Canvas at Inver Grove Heights

The Storm Water Maintenance Responsibility Map attached hereto as **Exhibit E** depicts the Storm Water Facilities that will be maintained by the City and depicts the Storm Water Facilities described herein that will be maintained by the Responsible Owner.

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

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Storm Water Facilities Lots are located outside of the Northwest Area Overlay District.
- c.) The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Storm Water Facilities Lots. The Responsible Owner has submitted an Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. 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.
 - iii.) The Operations & Maintenance Plan shall contain the following information:

- a. Detailed inspection requirements;
- b. Inspection and maintenance schedules;
- c. Contact information for the Responsible Owner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. 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 Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.
- h. The design storage capacity of the Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- i. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the Stormwater 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.

In December of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance.

This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within 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. If payment is not made under Section 3.5 by the Responsible Owner, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots 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 cost shall be split evenly among the Residential Lots.

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.) 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 Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Canvas at Inver Grove Heights.

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 Storm Water Facilities Lots and shall run with the Residential Lots 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 Landowner in the Storm Water Facilities Lots and the Residential Lots acquired after the execution date of this Agreement or after the recording date of this Agreement.

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 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 Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner: Canvas IGH Owner, LP

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.

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

IN WITNESS WHEREOF Landowner and the City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of April, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:

CANVAS IGH OWNER, LP, a
Delaware limited partnership

By: **Canvas IGH Owner, GP, LLC**,
a Delaware limited liability company,
its general partner

By: _____
Freddy Ellis
Its: President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware limited liability company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited partnership, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 69, Block 3, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN

OPERATIONS AND 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 |
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| 2. Sediment, trash and debris removal from infiltration basins | 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. Watering | As needed | Provide 1 inch of water when plants show signs of stress | Property owner |
| 5. Vegetation replacement and weeding | Annually in spring and fall | Replace dead vegetation and remove evasive or unwanted plants | Property owner |
| 6. Clean/fix structural components | As needed per inspection | Dependent on the type of damage; repair components per manufacturer's recommendations | Property owner unless designated |
| 7. Drain tile Valve Use | As needed per winter drawdown or Maintenance | Open valve to drain basin if inundated with water due to frozen conditions or maintenance requirement | Property owner unless designated |

EXHIBIT C
ANNUAL INSPECTION FORM

| CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM | | | | | |
|--|--------------|-----------------------|---------------------------|-------------------|--------------|
| STRUCTURE ID: | | INSPECTION DATE/TIME: | | INSPECTOR(S): | |
| LOCATION: | | | | POND ID: | |
| EASEMENT | | | | | |
| ACCESSIBLE | Y | N | | | |
| STRUCTURES IN ESMT. | Y | N | DESCRIPTION | | |
| TREES IN ESMT. | Y | N | LARGEST DIAMETER (INCHES) | | |
| STRUCTURE | FES | PIPE | CB | SPCD | OTHER |
| ATTRIBUTES | TRASH GUARD | | WEIR | SURGE BASIN | OTHER NONE |
| CONDITION* | ACCEPTABLE | | 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 | | | | | |
| ILLICIT DISCHARGE | | | | | |
| DATE OF LAST RAINFALL EVENT: | | | | | |
| ODOR | Y | N | COMMENTS: | | |
| COLOR | Y | N | COMMENTS: | | |
| FLOATABLES IN DISCHARGES | Y | N | COMMENTS: | | |
| STAINS/DEPOSITS IN STRUCT. | 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

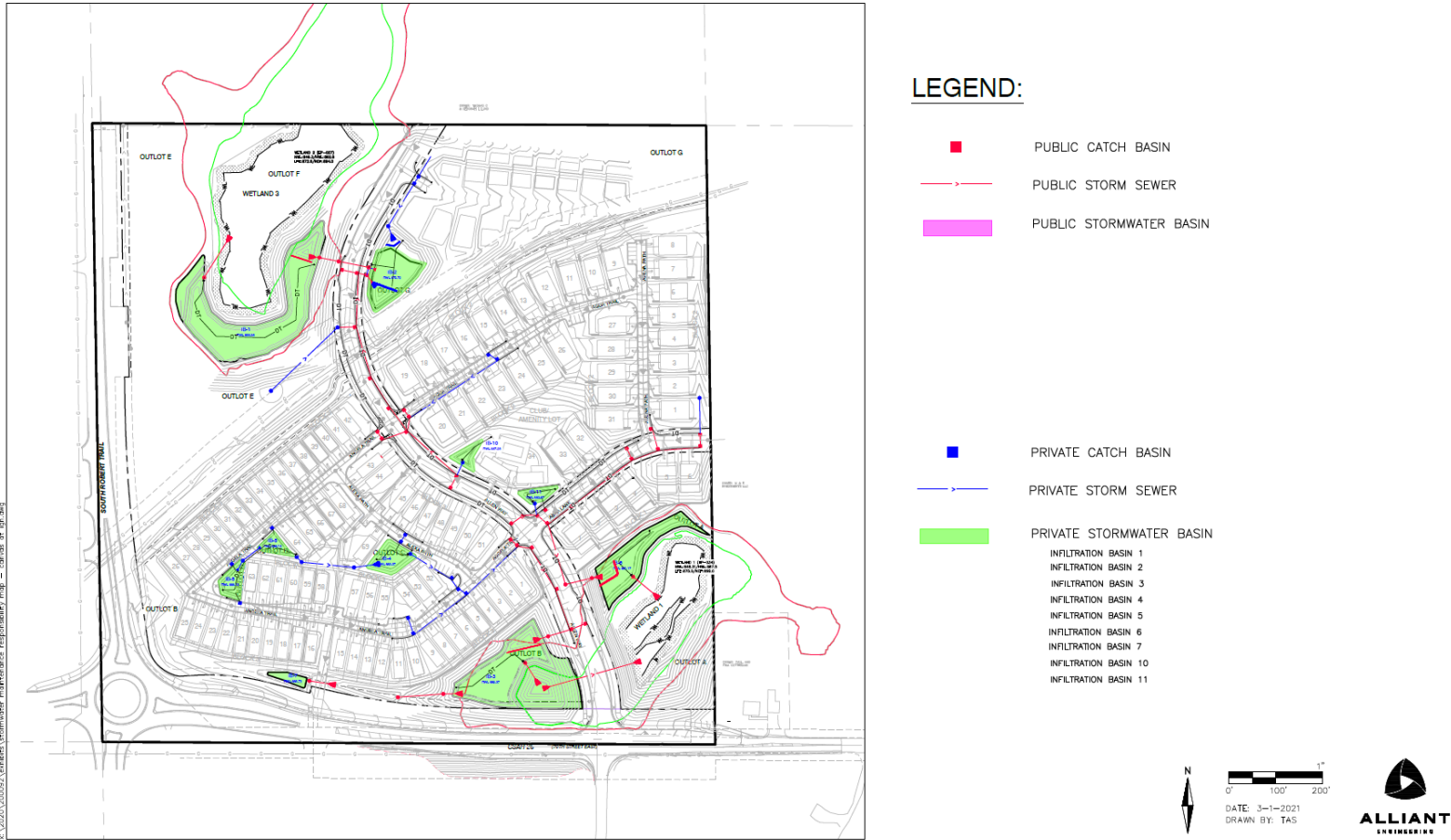
EXHIBIT D
STORM WATER FACILITIES LOTS

Storm Water Facilities Lots means each and all of the following, individually and collectively:

Outlot B and Outlot C and Outlot D, Canvas at Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT E

STORM WATER MAINTENANCE RESPONSIBILITY MAP



CANVAS AT INVER GROVE HEIGHTS - STORMWATER MAINTENANCE RESPONSIBILITY MAP
INVER GROVE HEIGHTS, MINNESOTA

**Request for Council Action****TITLE:** City of Inver Grove Heights - fence ordinance

| | | Fiscal/FTE Impact | Mark all that apply |
|---------------|--------------------------------|------------------------------------|----------------------------|
| Meeting Date: | April 12, 2021 | None | X |
| Item Type: | Regular Agenda | Amount included in current budget | |
| Contact: | Heather Botten
651-450-2569 | Budget amendment requested | |
| Prepared by: | Heather Botten | FTE included in current complement | |
| Reviewed by: | | New FTE requested - N/A | |
| | | Other | |

PURPOSE/ACTION REQUESTED: City of Inver Grove Heights /Fence Ordinance - Case No. 21-14ZA
Consider the First Reading of an Ordinance amendment to allow fences to be 48 inches in height within the front yard area of a lot.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

Earlier this year, City Council directed staff to review the city ordinance relating to fences located in the front and corner front yards of residential properties.

Currently the fence code (Section 10-15-12), has the following requirements for fences located in the front and corner front yards.

10-15-12B.1. Fences in the front yard area shall provide no less than 75% clear visibility within 42 inches of the ground and shall be no higher than 42 inches. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height.

10-15-12C. Traffic Visibility²:

1. No fences, walls or structures exceeding 30 inches in height shall be located where they would obstruct safe view from any driveway, and there shall be no solid fences closer than 15 feet from the face of the curb.

2. The outside corner of any corner lot shall be free from any fence unless it provides 75% clear visible opening. The "outside corner" shall be defined as the area bounded by the property line (street right of way line) and a line between the points 30 feet in each direction from the block corner (lot corner) along said property lines.

Staff believes the maximum fence height requirement of 42 inches in the front yard is for public safety and likely stems from the MNDOT Road Design Manual that states that the assumed height of both the driver's eye and the object to be seen are 3-1/2 feet above the respective roadway surfaces. Another reason could be aesthetics of uniformity and visual appeal.

Staff researched the fence requirements of four neighboring cities and found the following:

Eagan: Fences in the front yard must not impair traffic visibility or exceed 42 inches in height.

Rosemount: Fences shall not exceed 42 inches in front yards or 48 inches in street side yards of corner lots that abut another front yard, provided that no structure shall interfere with sight distances for vehicles approaching intersections.

West St. Paul: Fences in the front yard shall not exceed 48 inches in height.

South St. Paul: Fences in the front yard shall be a maximum of 42 inches if you cannot see through at least 50% of the approved material. A fence in the front yard can be up to 48 inches high if you can see through at least 50% of the approved material.

Staff also reached out to Midwest Fence and Dakota Unlimited Fence, who stated that 42-inch fencing is available, but 48-inch is a more standard height.

Planning and Engineering Staff: Staff continues to find a benefit to the maximum fence height of 42 inches with 75% clear visible opening within a normal front yard setback. Residential properties on corner lots are at a disadvantage as they have more than one front yard where the maximum fence height of 42 inches is required within the front setback. Staff would support an ordinance change to allow a 48-inch fence height with 75% clear visible opening for the street side of a corner lot that abuts another front yard.

Planning Commission: At the March 16, 2021 public hearing, the Planning Commission recommend approval of an ordinance amendment to allow a 48-inch maximum fence height in all front yards, not just the street side of a corner lot (8-0).

*The attached draft ordinance follows the Planning Commission recommendation of allowing a 48-inch fence in all residential front yards.

Attachments: Draft Ordinance
Planning Commission Recommendation
Planning Staff Report

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 15, SECTION 12B.1, CHANGING THE MAXIMUM FENCE
HEIGHT WITHIN THE FRONT YARD**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 15-12, **FENCES**, of the Inver Grove Heights City Code is hereby amended to add and remove the following:

B. Yard Fences:

1. Fences in the front yard area shall provide no less than seventy five percent (75%) clear visibility ~~within forty two inches (42") of the ground~~ and shall be no higher than ~~forty two~~ forty eight inches (~~42"~~ 48"), plus two (2) additional inches for clearance at the ground line. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height. Fences in riparian yards shall be no higher than forty two inches (42"), plus two (2) additional inches for clearance at the ground line.

Section Two. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 16, 2021

SUBJECT: **CITY OF IGH (FENCE ORDINANCE) - CASE NO. 21-14ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Title 10, Chapter 15-12 Fences of the City Code zoning regulations to allow a fence to be 48 inches in height on a side street of a corner lot. No notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that at the January 11 City Council meeting Council directed staff to review the current city ordinance relating to fences located in the front and corner front yards of residential properties. She noted that one of the requirements is that fences in the front yard area shall provide no less than 75% clear visibility and shall be no higher than 42 inches. No fencing shall be located where it would obstruct a safe view from any driveway and no solid fence shall be closer than 15 feet from the face of a curb. The outside corner of any corner lot is required to be free from any fence unless it provides a 75% clear visible opening. The 'outside corner' is described as 30 feet from the property line in each direction at an intersection. Staff believes the maximum fence height requirement of 42 inches in the front yard is for public safety and likely stems from the MNDOT Road Design Manual which states that the assumed height of both the driver's eye and the object to be seen are 3-1/2 feet above the respective roadway surfaces. A second reason could be aesthetics of uniformity and visual appeal. Over the past five years the City has reviewed eight fence variances; six of which have been on corner lots. All six were asking to exceed 42 inches and three were asking for a 48-inch chain link fence. Staff researched the fence requirements of five other cities and about half allowed fences in the front yard to be up to 48 inches in height. Various methods were used to measure the visibility triangle. Staff also reached out to Midwest Fence and Dakota Unlimited Fence, who stated that 42-inch fencing is available, but 48-inch is a more standard height. Staff continues to find a benefit to the maximum fence height of 42 inches with 75% clear visible opening within a normal front yard setback. Residential properties on corner lots are at a disadvantage as they have more than one front yard where the maximum fence height of 42 inches is required within the front setback. Staff would support an ordinance change to allow a 48-inch fence height with 75% clear visible opening for the street side of a corner lot that abuts another front yard. The proposed code amendment was published in the paper and staff has not received any public comment.

Commissioner Challeen asked on a corner lot with a front yard abutting another front yard, how far could the 48-inch fence be extended to the corner.

Ms. Botten replied that it would have to be 30 feet back from the property line.

Commissioner Robertson asked if the 75% visible open space requirement would apply to

both 42- and 48-inch fencing.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

There was no public testimony.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi stated she would support the proposed ordinance change as it allows homeowners more flexibility in corner situations. The fact that 6 of the 8 variances were on corner lots indicates that this is primarily where the issue is.

Commissioner Challeen asked if 48 inches would be enough to resolve this issue and align with what people are looking for.

Chair Maggi replied that the vast majority of requests received were for 48-inches which indicates to her that that is primarily what is available in the marketplace. It is a balancing act of how tall a fence can be while still providing safety, which is why the 75% visibility is key.

Commissioner Niemioja questioned if this amendment goes far enough. She suggested perhaps allowing 48 inches all around the yard with 75% visibility.

Chair Maggi asked if she was suggesting that all front yards be allowed a fence 48-inches in height, regardless of whether they were on a corner.

Commissioner Niemioja replied in the affirmative.

Commissioner Robertson stated she saw the benefit of specifying one height, but on the other hand if she was the adjoining property owner and that fence ended at her property line, she might not appreciate the 48 inches. She could vote either way but wanted to honor the impact it could have on the adjoining property where the intersection becomes their front yard.

Commissioner Kramer agreed with Commissioner Niemioja's suggestion to allow 48-inches on all front yards as it would provide continuity. It would not make sense for the house behind a corner lot to have to drop their fence down to 42 inches when the corner lot could have a 48-inch-high fence.

Chair Maggi asked Commissioner Kramer if he was suggesting that essentially all front yard street facing fencing could be 48-inches high.

Commissioner Kramer replied in the affirmative.

Commissioner Challeen supported allowing 48 inch overall both for economy and aesthetics.

Chair Maggi asked for clarification that a 7-foot height was allowed on the side and rear

property lines.

Ms. Botten replied that on a corner lot that is a rear yard to rear yard it could be up to 7 feet high.

Chair Maggi asked if homeowners would be allowed a 7-foot-high fence on non-street facing sides of their yard.

Ms. Botten replied in the affirmative. To Commissioner Challeen's question earlier, she stated the recommended change would likely take care of a majority of fence variances but there still could be some due to unusual circumstances or people wanting more screening.

Chair Maggi asked Commissioners Kramer and Niemioja to clarify if they were in favor of allowing street facing fences up to 48 inches high.

Commissioner Kramer stated he had no issue with allowing a 48-inch-high chain link fence as it does not raise any kind of a safety issue being that you can see through it.

Commissioner Niemioja recommended 48 inches as well as long as they did not change the material or density requirements of the fence.

Commissioner Robertson asked for clarification of the setback from a side property line.

Ms. Botten advised that fences can go right up to the property line.

Chair Maggi asked Commissioners their recommendation regarding the ordinance amendment proposed by staff or to allow all front yard fencing to be 48 inches in height as proposed by Commissioners Niemioja and Kramer.

The remaining commissioners replied that they would be comfortable with allowing all front yard fencing to be 48-inches high with 75% clear visibility.

Commissioner Simon noted that it was imperative that they do not put slats in the chain link as drivers could not see over it.

Chair Maggi asked staff if they were comfortable with their recommendation.

Ms. Botten replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Clancy, second by Commissioner Robertson, to approve the proposed ordinance amendment to City Code 10-15-12B Fences to state that 'Fences in the front yard area shall provide no less than 75% clear visibility and shall be no higher than 48 inches with the remaining proposed language being unchanged.'

Chair Maggi noted that the proposed language was written specifically to corner lots.

Ms. Botten suggested striking through 42 inches, replacing it with 48, and removing the

underlined language from her proposed language in the report.

Chair Maggi asked Commissioner Clancy if he was comfortable amending his motion per staff's recommendation.

Commissioner Clancy replied in the affirmative.

The restated motion is to approve the proposed ordinance amendment to City Code 10-15-12B Fences to 'Fences in the front yard area shall provide no less than 75% clear visibility and shall be no higher than 48 inches. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet in height.'

Motion carried (8/0). This item goes to City Council on April 12, 2021.



PLANNING REPORT

CASE NO.: 21-14ZA

APPLICANT: City of Inver Grove Heights – fence amendment

REQUEST: A zoning code amendment to Chapter 10-15-12 Fences

HEARING DATE: March 16, 2021

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

Over the last few months, the Commission has seen a couple different fence variances relating to properties on corner lots. At the January 11, 2021 City Council meeting Council directed staff to review the current city ordinance relating to fences located in the front and corner front yards of residential properties.

Currently the fence code (Section 10-15-12), has the following requirements for fences located on corner lots.

10-15-12B.1. Fences in the front yard area shall provide no less than 75% clear visibility within 42 inches of the ground and shall be no higher than 42 inches. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height.

10-15-12C. Traffic Visibility²:

1. No fences, walls or structures exceeding 30 inches in height shall be located where they would obstruct safe view from any driveway, and there shall be no solid fences closer than 15 feet from the face of the curb.
2. The outside corner of any corner lot shall be free from any fence unless it provides 75% clear visible opening. The "outside corner" shall be defined as the area bounded by the property line (street right of way line) and a line between the points 30 feet in each direction from the block corner (lot corner) along said property lines.

EVALUATION OF THE REQUEST

Staff believes the maximum fence height requirement of 42 inches in the front yard is for public safety and may stem from the MnDOT Road Design Manual which states: *the assumed height of both the driver's eye and the object to be seen are 3.5 feet above their respective roadway surfaces.* A second reason could be aesthetics, both in uniformity along front views and visual appeal.

Over the past five years the City has seen eight fence variances, six of them have been for properties located on a corner lot. All six of the corner lot requests the applicants were asking to exceed the 42-inch height requirement on the corner side yard, three of the six were asking for 48- inch chain link.

Staff researched the fence requirements in other cities and found:

Eagan: Fences in the front yard must not impair traffic visibility or exceed 42 inches in height.

A fence shall not exceed 30 inches within a 30-foot visibility triangle measure from the street.

Rosemount: Fences shall not exceed 42 inches in front yards or 48 inches in street side yards of corner lots that abut another front yard, provided that no structure shall interfere with sight distances for vehicles approaching intersections.

No fence is allowed within the 25-foot visibility triangle measure from the lot corner.

West St. Paul: Fences in the front yard shall not exceed 48 inches in height.

South St. Paul: Fences in the front yard shall be a maximum of 42 inches if you cannot see through at least 50% of the approved material. A fence in the front yard can be up to 48 inches high if you can see through at least 50% of the approved material.

Fridley: Fences in the front yard shall not exceed 48 inches in height.

A fence shall not exceed 30 inches within the 40-foot visibility triangle measured from the street.

Staff also reached out to Midwest Fence and Dakota Unlimited Fence, both companies stated that 42-inch fencing is available, but 48 inch is a more standard height. Both companies also said that based on their experience a 48-inch height is a more common height allowed within the front yard setbacks.

Residential properties that are corner lots are at a disadvantage as they have more than one front yard where the maximum fence height is 42 inches within the front setback (typical front setback is 30 feet from the property line).

Staff continues to find a benefit for the maximum fence height of 42 inches with 75% clear visible opening within the "normal" front yard setback based on the recommendation from the MnDOT road design manual. Staff would be in support of an ordinance change to allow

a 48-inch fence height, with 75% clear visible opening for the street side of a corner lot that abuts another front yard, like the Rosemount language.

PROPOSED ORDINANCE LANGUAGE

10-15-12 FENCES

10-15-12B.1. Fences in the front yard area shall provide no less than 75% clear visibility ~~within 42 inches of the ground~~ and shall be no higher than 42 inches or 48 inches in street side yards of corner lots that abut another front yard, provided that no structure shall interfere with sight distances for vehicles approaching intersections. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

- A. Approval.** If the Planning Commission finds the proposed amendment language to be acceptable, the Commission could recommend approval of the ordinance change or amend the proposed language.
- B. Denial.** If the Planning Commission does not find it necessary to modify the existing language, the Commission could recommend denial of the proposed ordinance amendment.

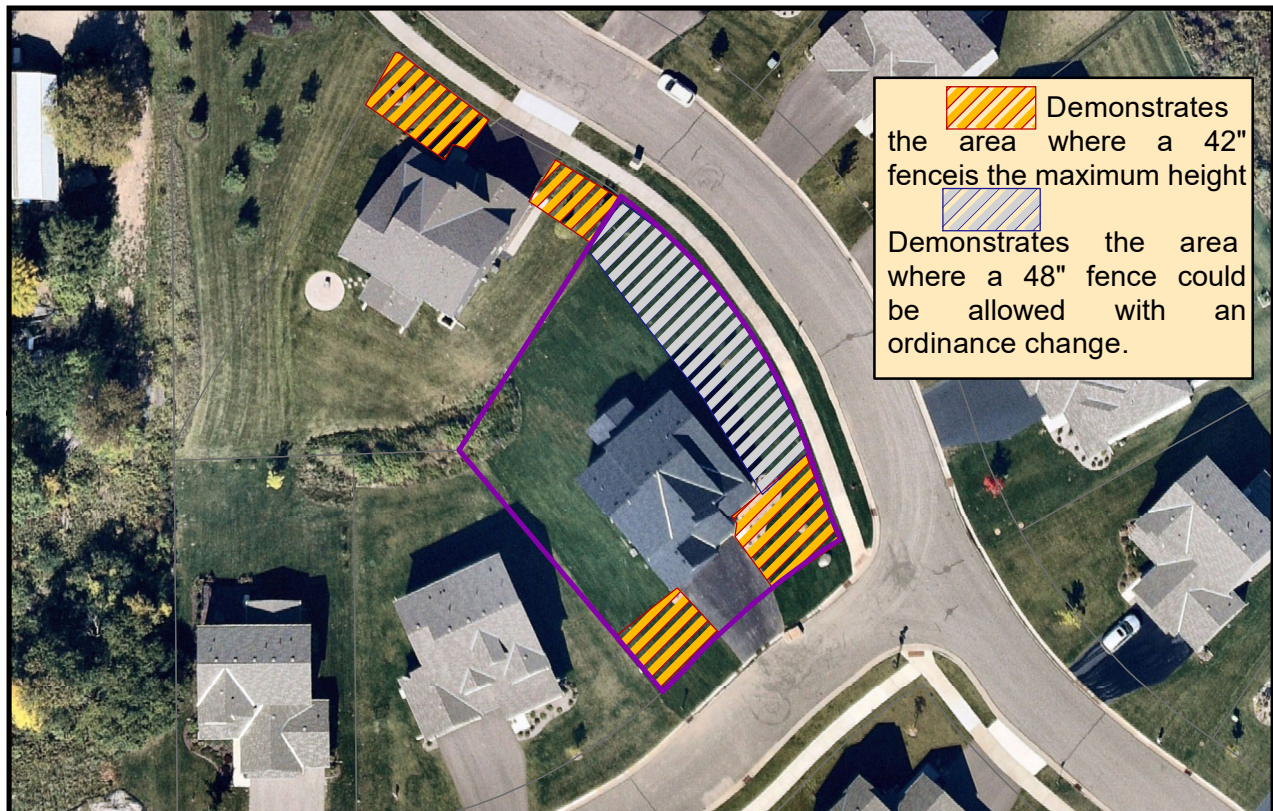
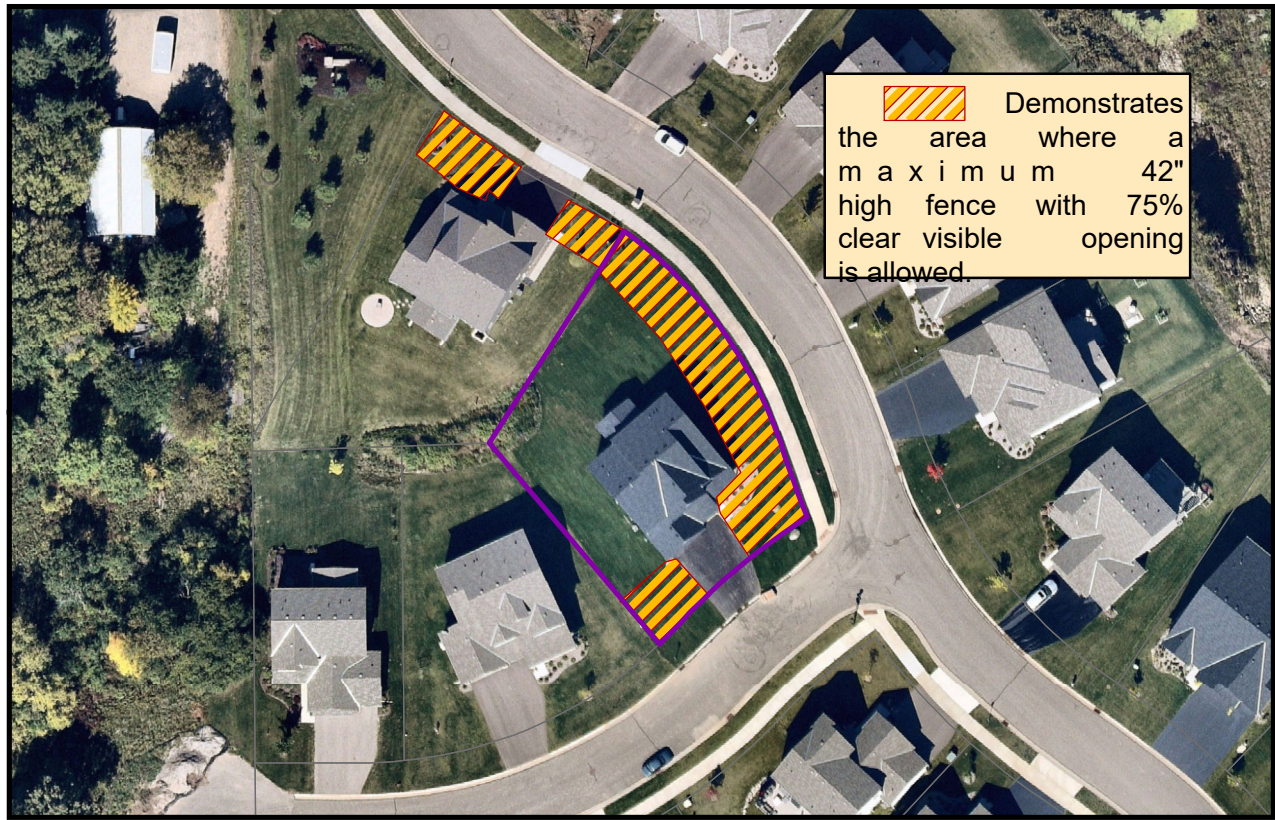
RECOMMENDATION

Staff continues to find the benefit for a maximum fence height of 42-inches with the 75% clear visibility requirement for standard front yards. Staff would be in support of an ordinance change to allow a maximum height of 48 inches with at least 75% clear visible openings on corner lots that abut another front yard.

Attachments: examples of front yard fence locations
Section 10-15-12 Fences



corner lot abutting a front yard



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.

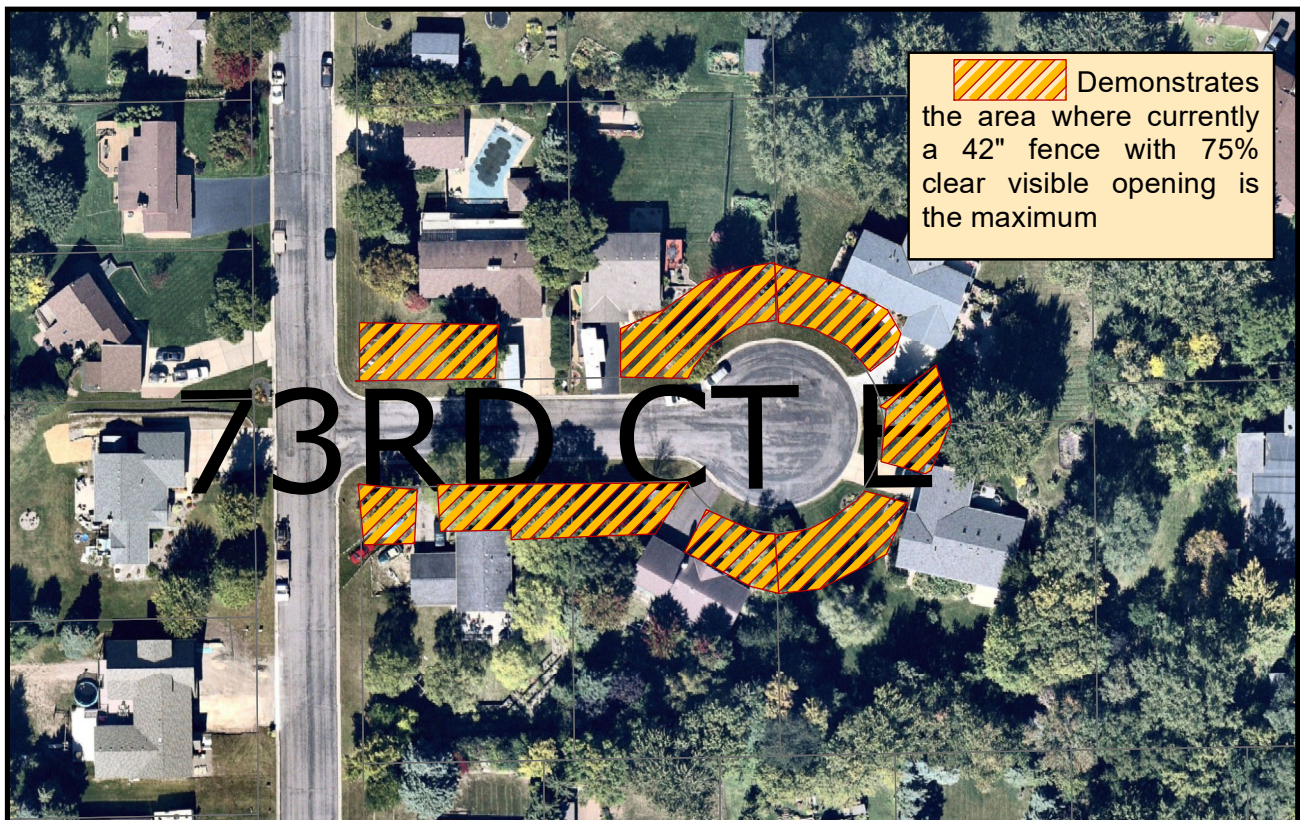
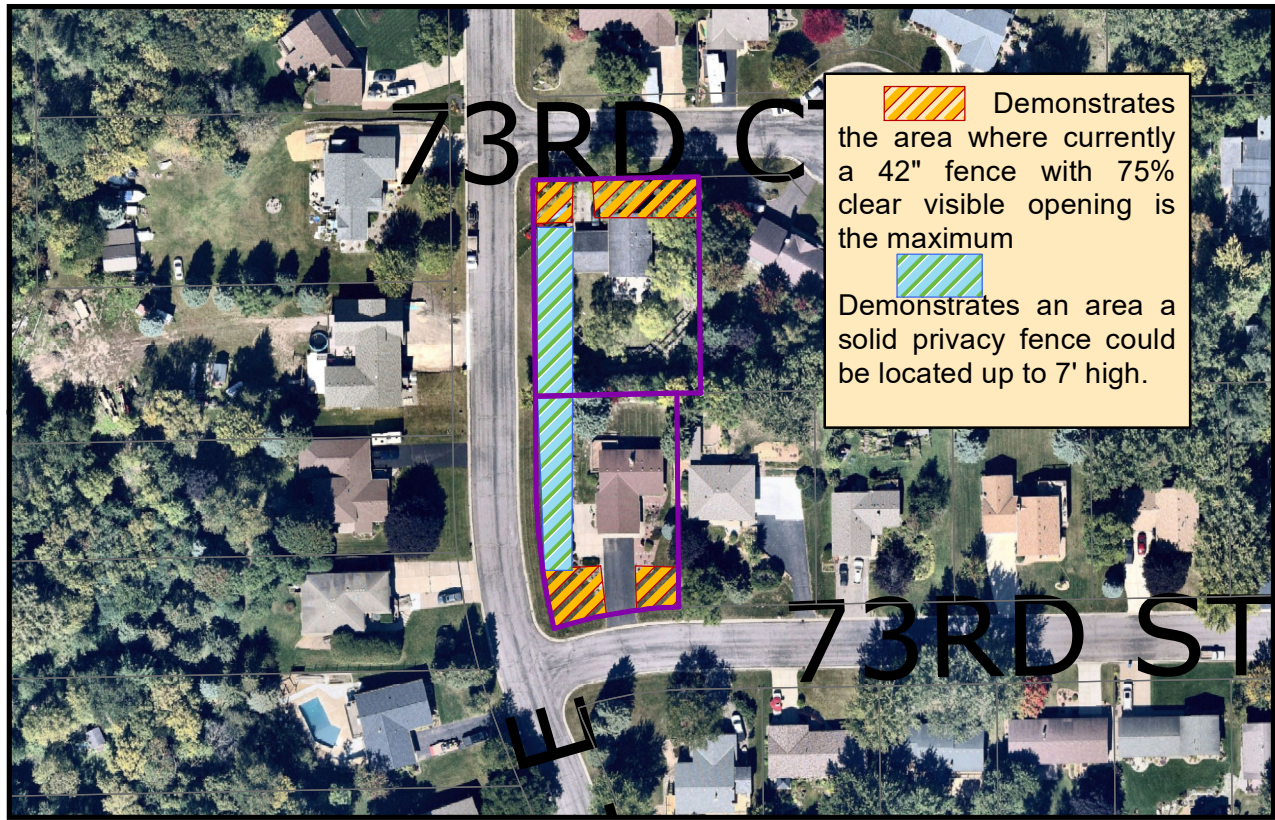
Map produced by the City of Inver Grove Heights GIS Dept.
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Map not to scale



corner lot abutting a rear yard



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Map produced by the City of Inver Grove Heights GIS Dept.
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Front yard fence requirements in a cul-de-sac

Map not to scale

10-15-12: FENCES¹:

A. Permit Required; Existing Fences: It shall be necessary for all fence construction in the city to have the owner or his contractor obtain a fence permit before erecting a fence or enclosure. All those fences which are existing on May 12, 1971, are permitted even though they may not comply with this section. However, any major repair to existing fences shall conform to this section.

B. Yard Fences:

1. Fences in the front yard area shall provide no less than seventy five percent (75%) clear visibility within forty two inches (42") of the ground and shall be no higher than forty two inches (42"), plus two (2) additional inches for clearance at the ground line. All fences constructed in other areas than the front yard and corner lot side yard clearance areas may be no more than seven feet (7') in height. Fences in riparian yards shall be no higher than forty two inches (42"), plus two (2) additional inches for clearance at the ground line.

2. Fencing around tennis courts in the P institutional zoning district and the outfields of ball fields in the P institutional zoning district are exempt from the seven foot (7') height limitation.

C. Traffic Visibility²:

1. No fences, walls or structures exceeding thirty inches (30") in height shall be located where they would obstruct safe view from any driveway, and there shall be no solid fences closer than fifteen feet (15') from the face of the curb.

2. The outside corner of any corner lot shall be free from any fence unless it provides seventy five percent (75%) clear visible opening. The "outside corner" shall be defined as the area bounded by the property line (street right of way line) and a line between the points thirty feet (30') in each direction from the block corner (lot corner) along said property lines.

D. Prohibited Materials: Within areas served by the municipal sanitary sewer system, fences shall not be constructed of barbed wire, chainlink with barbs up, or any other material that proves dangerous or hazardous or has intentions of inflicting harm to life or limb.

E. Construction Requirements: All fencing shall be constructed straight, true and plumb. Fences may be constructed on the property line. All fencing shall be constructed so that the exterior or outer face will face to the outside or away from the property being fenced. This means that the fenceposts, bracing and similar material will be located on the inside or the owner's side of the fence. (Ord. 1098, 11-8-2004)



Request for Council Action

Consider Resolution Approving Plans and Specifications and Authorizing Developer-installed Improvements for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development

| | | Fiscal/FTE Impact | Mark all that apply |
|---------------|---|---|---------------------|
| Meeting Date: | April 12, 2021 | None | |
| Item Type: | Regular | Amount included in current budget | |
| Contact: | Steve W. Dodge <i>SWD</i> | Budget amendment requested | |
| Prepared by: | Steve W. Dodge
Assistant City Engineer | FTE included in current complement | |
| Reviewed by: | Klay Eckles, Interim
Public Works Director | New FTE requested - N/A | |
| | | Other: NWA Storm Water Fund and Developer Funds | X |

PURPOSE/ACTION REQUESTED

Consider resolution approving plans and specifications and authorizing developer-installed improvements for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development.

SUMMARY

On January 11, 2020, City Council held a public hearing and ordered project City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development. The Canvas at IGH final development and stormwater management plans were provided by the developer's engineers on March 1, 2021, allowing the City to proceed on the final design of the emergency force main system.

Wenck (now a part of Stantec) has worked closely with staff and the developer's engineers to complete the emergency pumping system design. The final design incorporates a 10-inch forcemain with portable pump locations for NW Area regional basins EP-027a (adjacent to Lund Property) and EP-034 (adjacent to 70th Street). The force mains will discharge into a storm manhole and be conveyed via a 27-inch gravity storm pipe to a regional basin south of 70th Street, EP-036a. The total project costs is estimated at \$400,224 which is under the \$601,600 provided in the feasibility report. Project savings are due to modifications of the system by Staff and consultant engineer as a contingency (backup) system that should be infrequently used. The basin's overall infiltration performance once the watershed is fully developed will determine the need and frequency of the emergency pumping system. The project will be funded by developer funds (14.5%) and NW Area storm water funds (85.5%) based on contributing storm water amounts.

Staff recommends Council adopt the resolution approving plans and specifications and authorizing developer-installed improvements for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development.

SWD/kf

Attachments: Resolution
Cost Estimate
Plans

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

**CONSIDER RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
DEVELOPER-INSTALLED IMPROVEMENTS FOR CITY PROJECT NO. 2021-03 - NWA
EMERGENCY PUMPING SYSTEMS AND FORCE MAIN IMPROVEMENTS FOR REGIONAL BASINS
EP-027A AND EP-034 FOR CANVAS AT IGH DEVELOPMENT**

WHEREAS, City Project No. 2021-03 was ordered on January 11, 2020; and

WHEREAS, the City accepted a proposal from Wenck Associates, Inc., dated September 22, 2020 which provided engineering design services for the two emergency pumping systems and force mains within the Canvas at IGH development; and

WHEREAS, City accepted Amendment No. 1 on December 14, 2020 and Amendment No. 2 on February 22, 2021 to the Engineering Services Proposal for a total contract of \$38,800; and

WHEREAS, final plans and stormwater management system for the Canvas at IGH development have been submitted and are to be approved by the City Engineer.

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

1. Final plans and specifications for City Project No. 2021-03 - NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A and EP-034 for Canvas at IGH Development are hereby approved.
2. Developer-installed improvements are hereby authorized.
2. Funding is provided through the NWA Storm Water Fund (84.5%) and Developer Funds (14.5%).

Adopted by the City Council of Inver Grove Heights this 12th day of April 2021

Tom Bartholomew, Mayor

ATTEST:

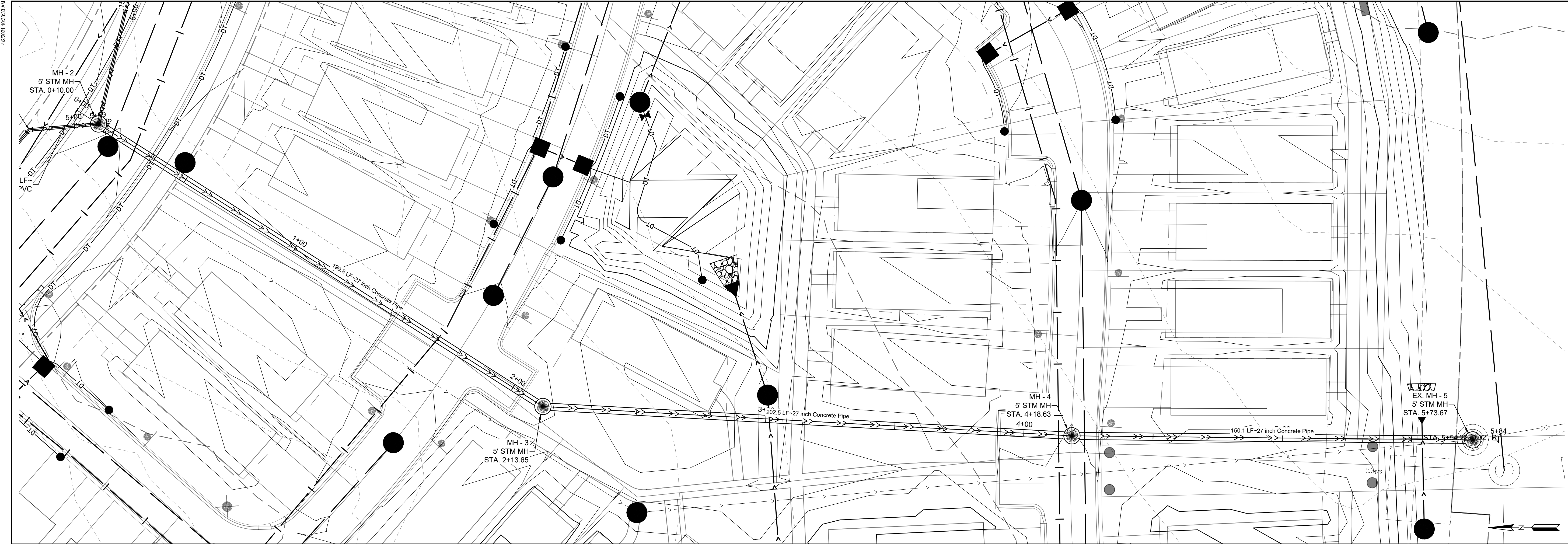
Rebecca Kiernan, City Clerk

NWA EMERGENCY PUMPING SYSTEMS & FORCEMAIN IMPROVEMENTS
FOR REGIONAL BASINS EP-027A & EP-034
CONSTRUCTION PLANS COST ESTIMATE
4/2/2021

| Item No. | Item Description | Units | Quantity | BASE BID | |
|---|--|-------------------------|----------|--------------|---------------|
| | | | | Unit Price | Extension |
| | | | | | |
| 1 | MOBILIZATION & DEMOBILIZATION | LS | 1 | \$ 14,000.00 | \$ 14,000.00 |
| 2 | DEWATERING | LS | 1 | \$ 7,500.00 | \$ 7,500.00 |
| 3 | GRANULAR FILTER MATERIAL - PIPE BEDDING | CY | 440 | \$ 50.00 | \$ 22,000.00 |
| 4 | 10" c900 PVC FORCEMAIN | LF | 1040 | \$ 100.00 | \$ 104,000.00 |
| 5 | 6" & 8" DIP FORCEMAIN CONNECTION PIPE & FITTINGS | EA | 2 | \$ 7,500.00 | \$ 15,000.00 |
| 6 | FORCEMAIN DRAIN PIPING & VALVE BOX | EA | 2 | \$ 2,000.00 | \$ 4,000.00 |
| 7 | 27" RCP, < 15' DEPTH | LF | 550 | \$ 105.00 | \$ 57,750.00 |
| 8 | 5' DIA. CONCRETE MANHOLE, 5-10' DEPTH | EA | 1 | \$ 8,000.00 | \$ 8,000.00 |
| 9 | 5' DIA. CONCRETE MANHOLE, 10-15' DEPTH | EA | 2 | \$ 16,000.00 | \$ 32,000.00 |
| 10 | NEENAH CAST IRON HATCH | EA | 3 | \$ 2,000.00 | \$ 6,000.00 |
| 11 | BASIN MARKERS | EA | 4 | \$ 3,500.00 | \$ 14,000.00 |
| COST ESTIMATE NOTES/ASSUMPTIONS (VERIFY ALL QUANTITIES AND SIZES IN FINAL DESIGN):

1) LEAF = City costs for Legal, Engineering, Administration, and Finance. | | SUBTOTAL | | | \$ 284,250.00 |
| | | 10% CONTIGENCY | | | \$ 28,425.00 |
| | | TOTAL CONSTRUCTION COST | | | \$ 312,675.00 |
| | | 28% LEAF ¹ | | | \$ 87,549.00 |
| | | TOTAL PROJECT COST | | | \$ 400,224.00 |

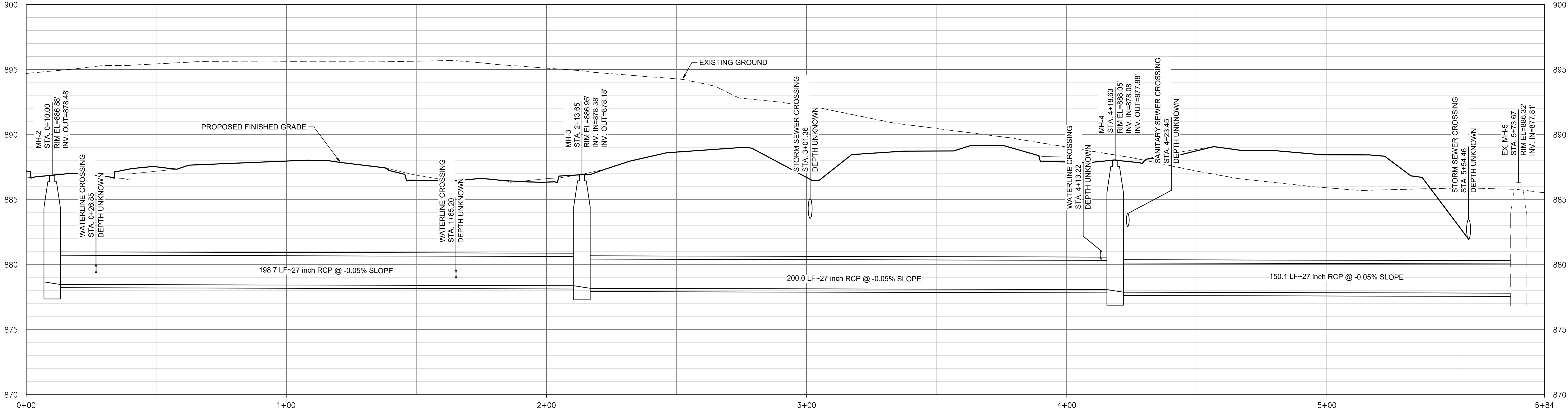
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- NOTES:
1. GRAVITY STORM SEWER SHALL BE CLASS III RCP INSTALLED AND TESTED PER CEAM SECTION 2621 REQUIREMENTS AT MINIMUM SLOPE OF 0.05%.
 2. PROVIDE MANHOLE CASTINGS LABELED "STORM SEWER".

SCALE:
HORIZONTAL: 1 IN = 20 FT
VERTICAL: 1 IN = 4 FT

27 IN RCP GRAVITY PIPE PROFILE



now part of

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

SUB CONSULTANT:

CLIENT:
CITY OF INVER GROVE HEIGHTS

PROJECT TITLE:
NWA EMERGENCY PUMPING
SYSTEMS & FORCEMAIN
IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

| ISSUE NO. | DESCRIPTION | DATE |
|-----------|-------------|------|
| | | |
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| | | |
| | | |
| | | |

CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LICENSE NO.:
DATE:

PROJECT NO.: 2021-03

DWN BY: RDC
CHK'D BY: AMH
APPD BY:

ISSUE DATE: 1/28/21

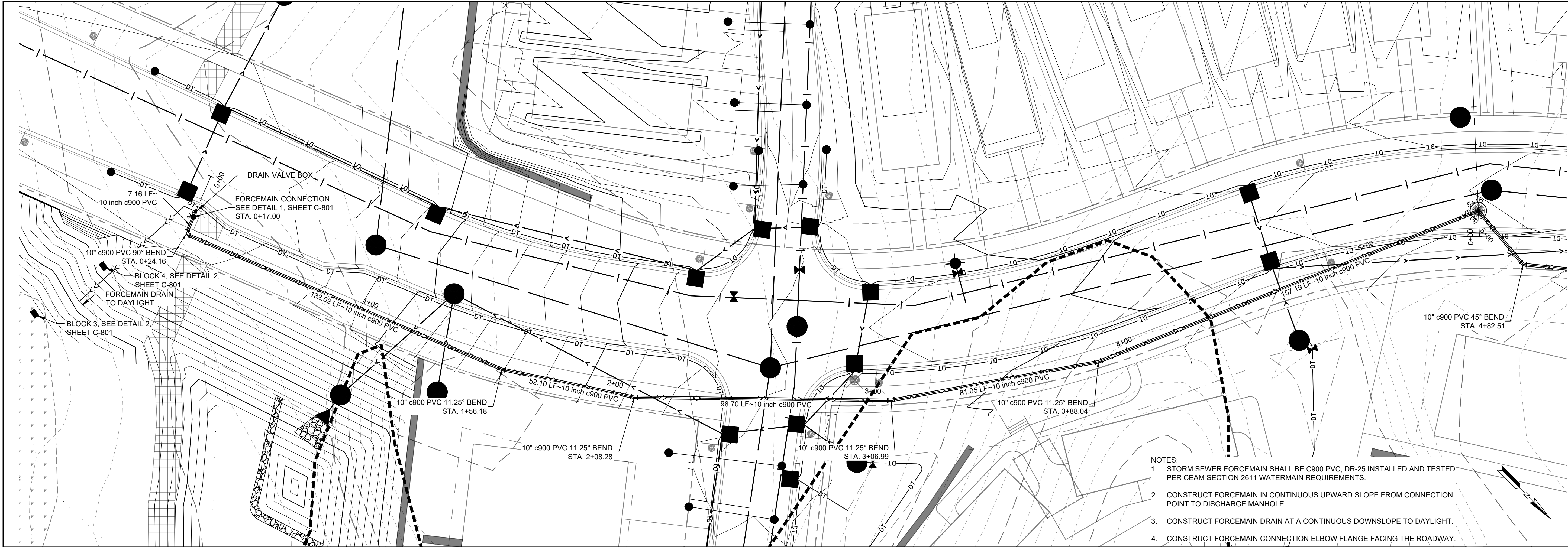
ISSUE NO.: ###

SHEET TITLE:
27 INCH RCP GRAVITY PIPE
PLAN AND PROFILE

SHEET NO.:
C-401

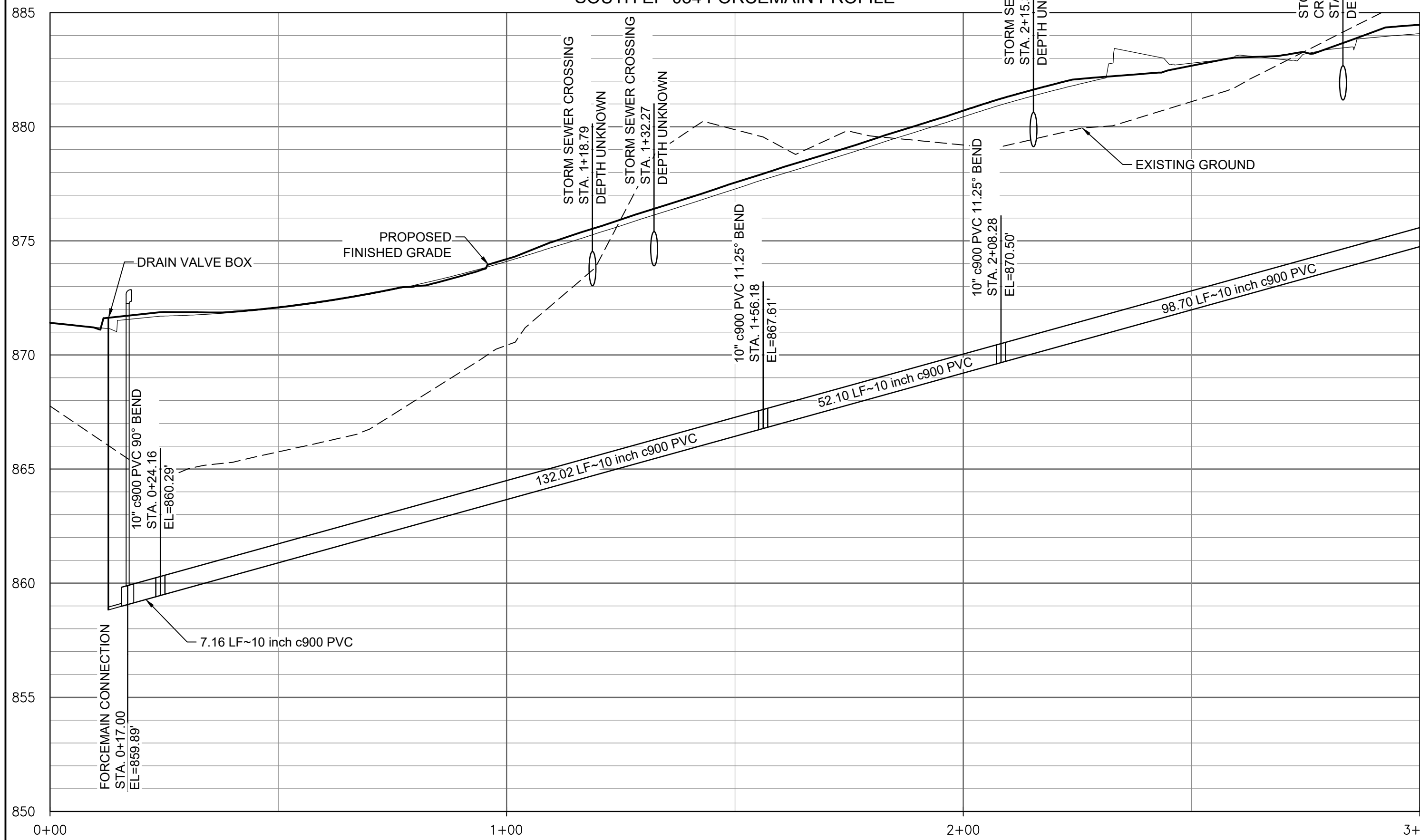
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Z:\project\08-10 City Of Inver Grove Heights\20-030 Canvas Pump Station & Forcemain\ACAD\DWG\SHEET\20-030-050 C-400.dwg 4/2/2021 RONALD CARROLL

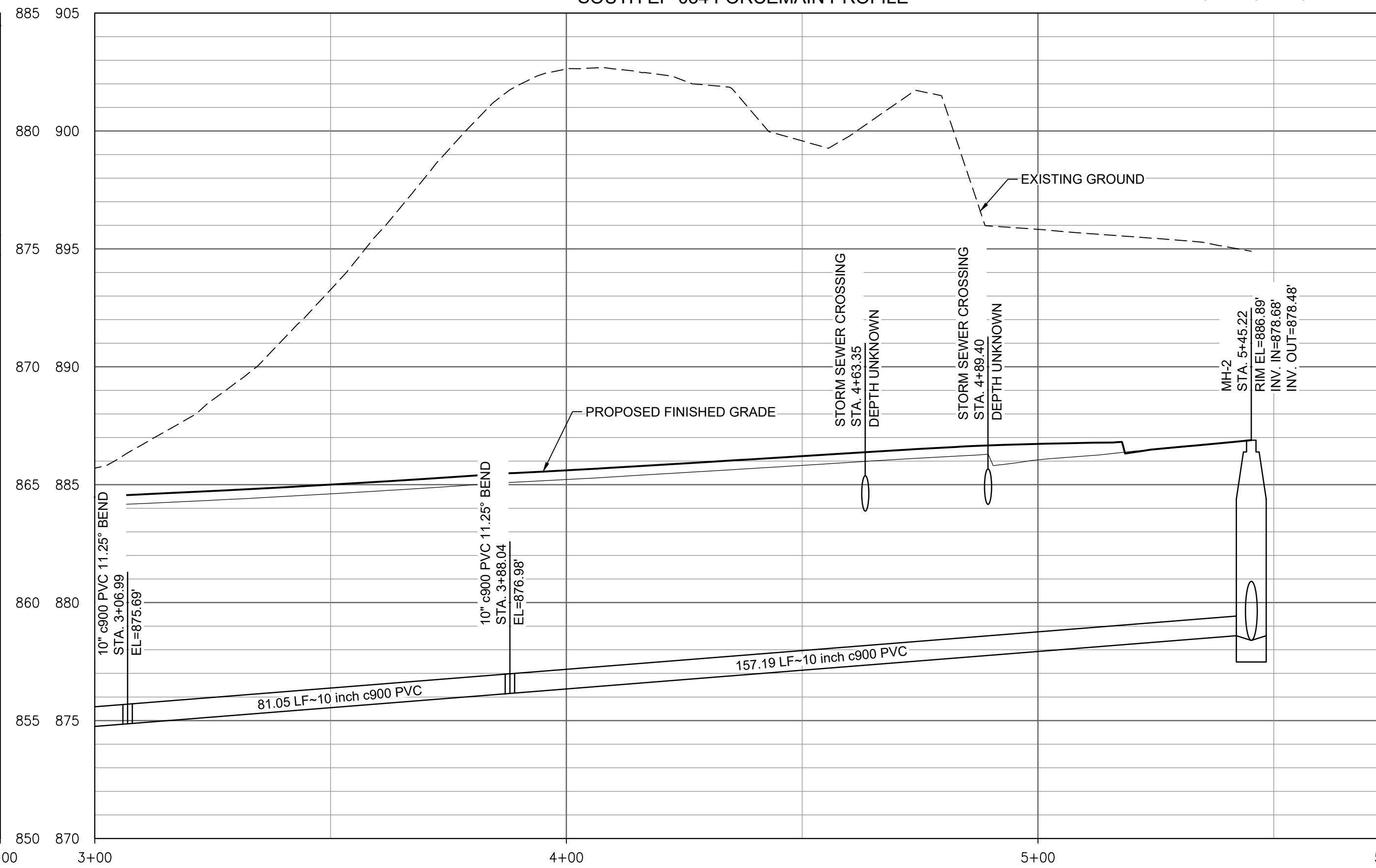


- NOTES:
1. STORM SEWER FORCEMAIN SHALL BE C900 PVC, DR-25 INSTALLED AND TESTED PER CEAM SECTION 2611 WATERMAIN REQUIREMENTS.
 2. CONSTRUCT FORCEMAIN IN CONTINUOUS UPWARD SLOPE FROM CONNECTION POINT TO DISCHARGE MANHOLE.
 3. CONSTRUCT FORCEMAIN DRAIN AT A CONTINUOUS DOWNSLOPE TO DAYLIGHT.
 4. CONSTRUCT FORCEMAIN CONNECTION ELBOW FLANGE FACING THE ROADWAY.

SOUTH EP-034 FORCEMAIN PROFILE



SOUTH EP-034 FORCEMAIN PROFILE



SCALE:
HORIZONTAL: 1 IN = 20 FT
VERTICAL: 1 IN = 4 FT

SUB CONSULTANT:

CLIENT:
CITY OF INVER
GROVE HEIGHTS

**NWA EMERGENCY PUMPING
SYSTEMS & FORCEMAIN
IMPROVEMENTS**
INVER GROVE HEIGHTS, MINNESOTA

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ISSUE NO.:
DESCRIPTION:
DATE:

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LIC. NO.:
DATE:

PROJECT NO.: 2021-03

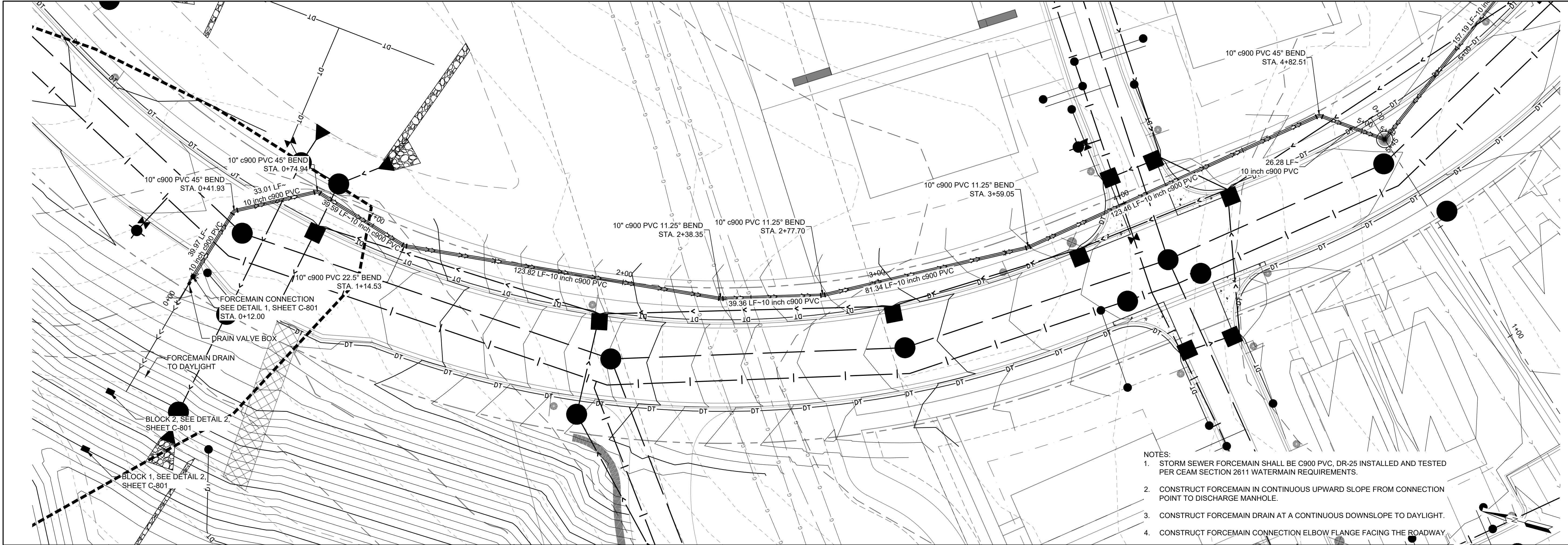
DWN BY: RDC CHK'D BY: AMH APP'D BY:

ISSUE DATE: 1/28/21

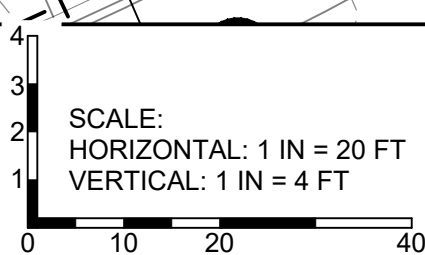
ISSUE NO.: ###

SHEET TITLE:
SOUTH EP-034 FORCEMAIN
PLAN AND PROFILE

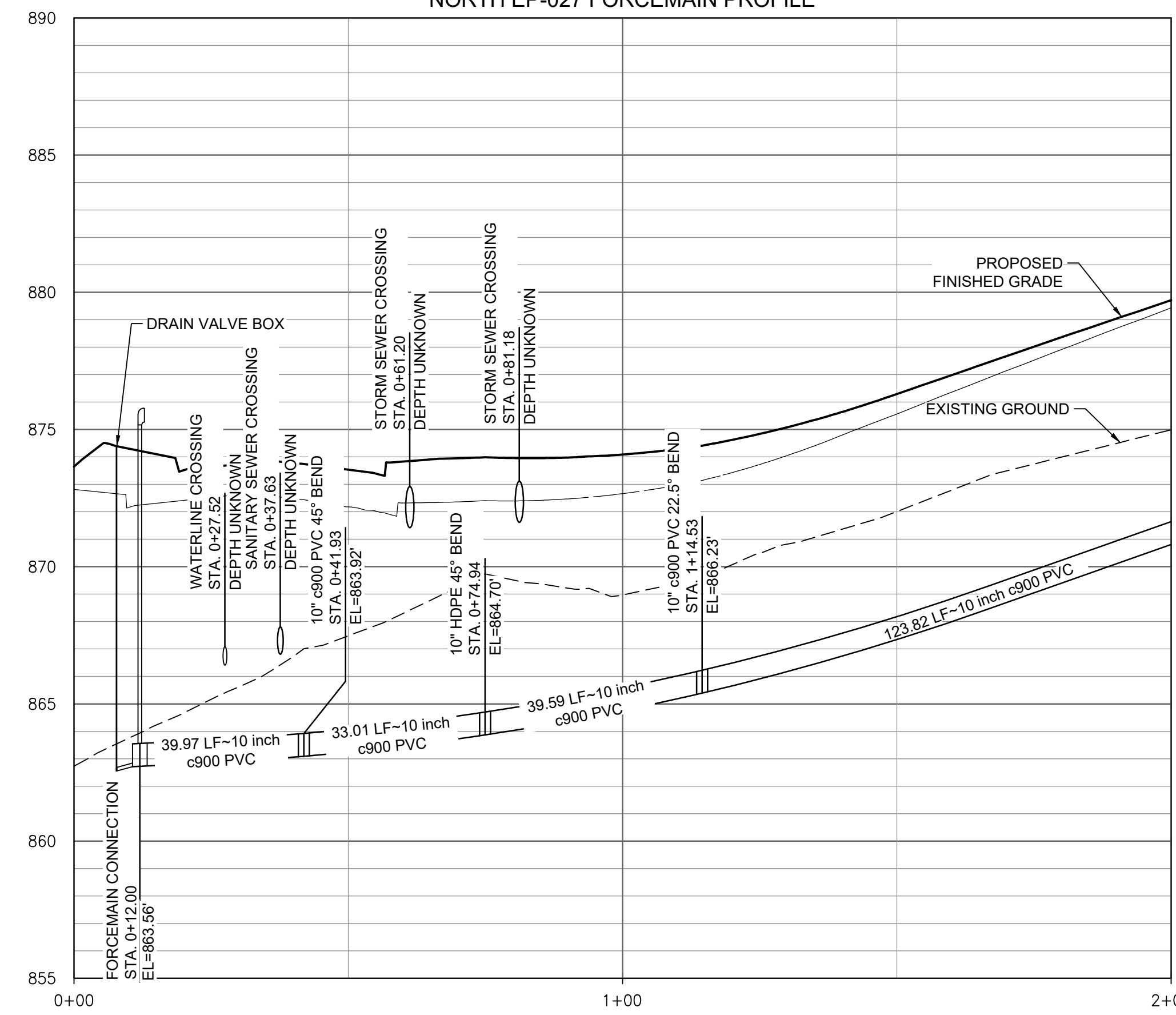
SHEET NO.:
C-402



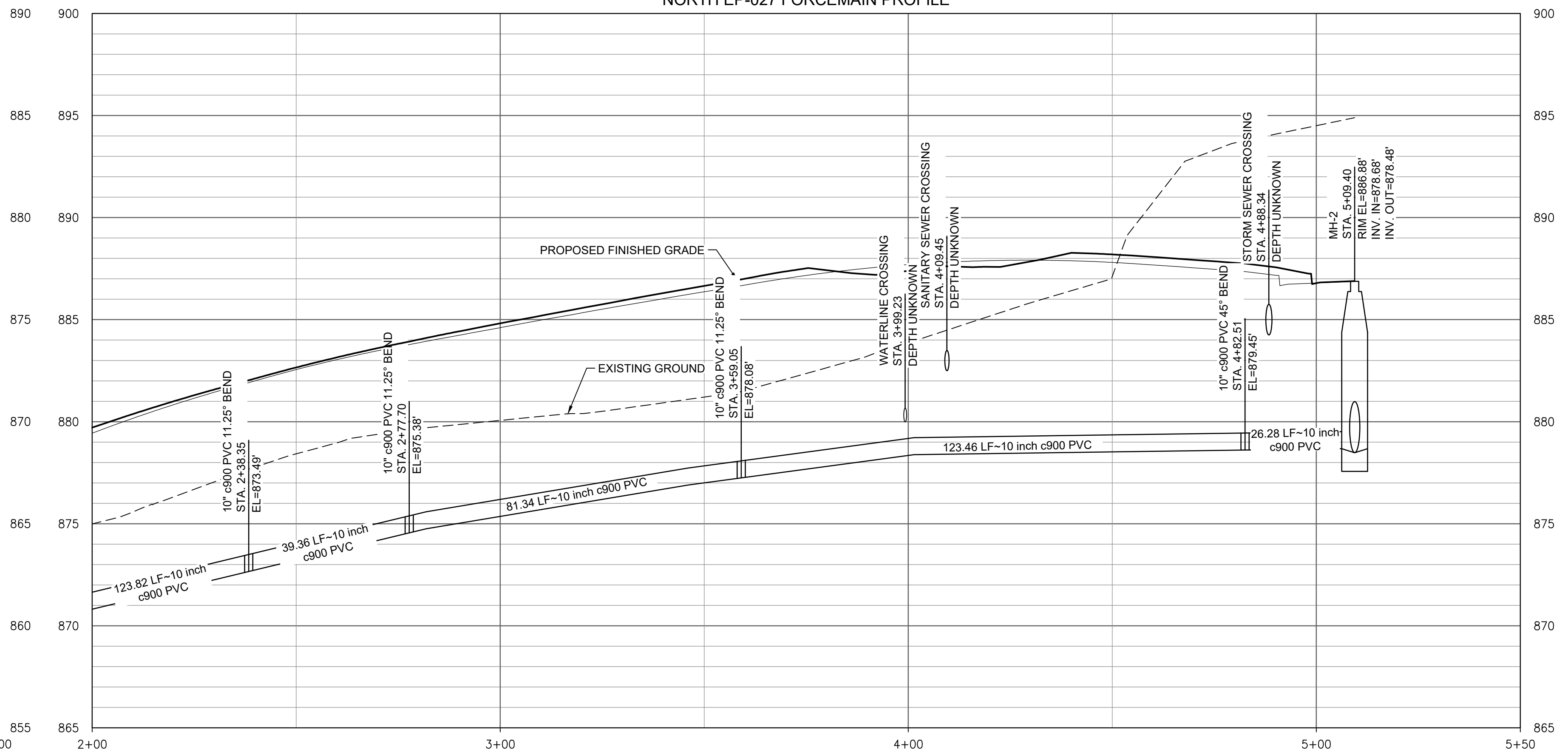
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NORTH EP-027 FORCEMAIN PROFILE



NORTH EP-027 FORCEMAIN PROFILE



WENCK
now part of
Stantec

7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268
WWW.WENCK.COM

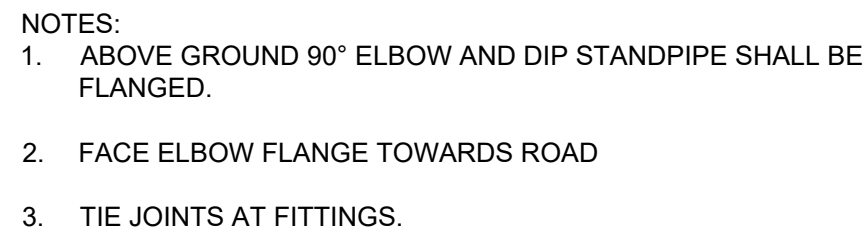
SUB CONSULTANT:

CLIENT:

CITY OF INVER GROVE HEIGHTS

NWA EMERGENCY PUMPING SYSTEMS & FORCEMAIN IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA

| PROJECT TITLE | NWA EMERGENCY PUMPING SYSTEMS & FORCEMAIN IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA |
|---|--|
| ISSUE NO. | |
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| LIC. NO.: | |
| DATE: | |
| PROJECT NO.: 2021-03 | |
| DWN BY: RDC | CHK'D BY: AMH |
| ISSUE DATE: 1/28/21 | |
| ISSUE NO. #### | |
| SHEET TITLE:
NORTH EP-027 FORCEMAIN PLAN AND PROFILE | |
| SHEET NO.:
C-403 | |



1 FORCEMAIN CONNECTION DETAIL
C-801 NOT TO SCALE



EGT TITLE

**NWA EMERGENCY PUMPING
SYSTEMS & FORCEMAIN
IMPROVEMENTS**

INVER GROVE HEIGHTS, MINNESOTA

[illegible]

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LICENSE NO.: _____

DATE: _____

PROJECT NO.: 2021-03

DWYN BY: RDC **CHKD BY:** AKH **APPD BY:** _____

ISSUE DATE: 1/28/21

ISSUE NO. #####

SHEET TITLE:

DETAILS

SHEET NO.:

C-801

**Request for Council Action**

TITLE: Second Reading of Ordinance Amending City Code Title 1, Chapter 5, Section 1(A) Related to the Start Time of Regularly-Scheduled Council Meetings

| | | Fiscal/FTE Impact | Mark all that apply |
|---------------|--|------------------------------------|----------------------------|
| Meeting Date: | March 22, 2021 | None | x |
| Item Type: | Regular-Administration | Amount included in current budget | |
| Contact: | Heather Rand, Interim City Administrator | Budget amendment requested | |
| Prepared by: | Heather Rand | FTE included in current complement | |
| Reviewed by: | Bridget Nason, City Attorney | New FTE requested - N/A | |
| | | Other | |

PURPOSE/ACTION REQUESTED:

The City Council previously discussed changing the start time of its regularly-scheduled council meetings from 7 p.m. to 6 p.m. and directed staff to take the necessary steps to effectuate formal consideration of this change. Staff have contacted Town Square Television and made arrangements to ensure continued broadcast of council meetings if the Council approves a change to its regular meeting start times. The attached ordinance changes the start time of regular council meetings to 6:00 p.m.; adds a reference to the start time for council work sessions; and clarifies the process for changing the meeting date for regularly-scheduled meetings that fall on a holiday.

SUMMARY:

Consider the second reading of an ordinance amending the provisions of City Code Title 1, Chapter 5, Section 1(A) related to the start time for regularly-scheduled council meetings.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 1,
CHAPTER 5, SECTION 1(A) RELATED TO THE START OF REGULARLY-
SCHEDULED CITY COUNCIL MEETINGS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 1, Chapter 5, Section 1(A) of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

1-5-1: MEETINGS:

- A. Regular Meetings: Regular meetings of the council shall be held on the second and fourth Mondays of each calendar month at six o'clock (6:00) P.M. ~~seven o'clock (7:00) P.M.~~; a council work session shall be held on the first Monday of each calendar month at six o'clock (6:00) P.M. Any regular meeting falling upon a holiday shall be held on such other date as determined by the city council, ~~at the previous regular meeting.~~

Section Two. Effective Date. This Ordinance shall be in full force and effect beginning on May 1, 2021, following its passage and publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk