

Inver Grove Heights City Council

In Person Meeting and via Zoom (Hybrid Meeting)

Monday, May 10, 2021 at 6:00 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, May 10, 2021, will be provided to the Council at or before the May 10, 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 April 5, 2021 City Council Work Session.
- ii.** Minutes from the April 12, 2021 City Council Meeting.
- B.** Disbursements for Period Ending May 4, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider Accepting of Anonymous Donation to the Police K-9 Unit.
- E.** Consider Approval of a Resolution Supporting, Participating In, and Adopting the Dakota County All-Hazard Mitigation Plan.
- F.** Consider Release of Goodyear Property Located at 5641 Blackburn Lane from Recorded Development Contract and Grading Agreement.
- G.** Consider Approval of a Resolution Amending 2021 General Fund budget for Public Data Request Platform for Administration and Police Department (JustFOIA).
- H.** Consider Approval of a Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill. (Fortistar)
- I.** Approve a Resolution relating to the Improvement Agreement and related agreements for the new detached Caribou Coffee Cabin at the Southridge Shopping Center (Vansouth - Caribou Coffee Cabin).
- J.** Consider Resolution Ordering Project, Approving Plans and Specifications and Authorizing Developer-installed Public Improvements for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1.
- K.** Consider a Resolution Approving Final Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

- L.** Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.
- M.** Consider Resolution Approving Private Cost Participation Agreement for City Project No. 2021-08 - Southern Trunk Watermain Improvements .
- N.** Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Area Improvements.
- ~~**O.** Consider Resolution Approving Amendment to Development Contract for The Crossings at Inver Woods. Item Removed 5-7-2021~~
- P.** Consider Resolution Receiving Bids and Awarding Contracts for the Exterior Wall Rehabilitation for the Public Works Maintenance Facility and Cold Storage Building Exterior Restoration.
- Q.** Approve execution of Stipulation of Settlement in the matter City of Inver Grove Heights v. Ace in the Hole Real Estate LP, et al., subject to minor modifications approved by the City Attorney.
- R.** Consider Approval to Purchase Two Outdoor Warning Sirens.
- S.** Consider Resolution Authorizing an Amendment to a February 22, 2021 dated Agreement with WSB for Interim Public Works Director Services.

5. Public Hearing

- A.** Continued Public Hearing to Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Accepting Engineering Services Proposal IPO 27B from Kimley-Horn, and Authorizing Land Acquisition Services for City Project No. 2016-09F - Carleda Way Area Improvements

6. Regular

Community Development.

- A.** Consider Renewal of Rental License Applications (15).
- B.** Continued Hearing and Consideration of Rental License Renewal Application for 6930 Crosby.
- C.** Consider Approval of an Urban Chicken License Application.
- D.** Consider the Third Reading of an Ordinance to allow fences to be 48 inches in height within the front yard area of a lot.
- E.** Consider the First Reading of an Ordinance Amendment to allow larger detached accessory structures on residential lots 2.5-5.0 acres in size.
- F.** **DAWN GAETKE** - Consider the First Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1, and R-2 Districts.
- G.** **BUILDER LOT GROUP (PELTIER RESERVE)** - Consider the following requests for property located at 7250 Argenta Trail and 1266 70th Street:
 - 1. An Ordinance to Rezone the property from A, Agricultural to PUD, Planned Unit Development

2. A Resolution relating to a Preliminary Plat and Preliminary PUD development plan for a 126-lot single family subdivision and a 180-unit apartment building.

- H.** Resolution Authorizing Submittal of a Host Community Economic Development Grant Program Application to state of MN Department of Employment & Economic Development (DEED).

Fire

- I.** Consider Acknowledging Receipt of State of Qualifications from Six Consulting Firms, acceptance of Request of Proposal (RFP) for a Fire Department Services Evaluation and authorize sending RFP to those firms.

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)(2) and (3) for the purpose of reviewing confidential or protected nonpublic appraisal data and to develop or consider offers or counteroffers for the purchase of real property located at 8296 Babcock Trail, Inver Grove Heights.
- B.** Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b), attorney-client privilege, for the purpose of threatened litigation related to compliance matters with Separation Agreement between the City of Inver Grove Heights and a former employee.

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, APRIL 5, 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, April 5, 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, and Interim Parks and Recreation Director Jon Oyanagi.

Staff Present via Zoom Video Conferencing: Technology Manager Marc Gade, Interim Public Works Director Klay Eckles, Finance Director Amy Hove, Associate Planner Heather Botten, and Fire Chief Judy Thill.

Presenting/Speaking via Zoom Video Conferencing/Phone: Greg Fransen, Barr Engineering; Karen Chandler, Barr Engineering; Greg Williams, Barr Engineering.

1. Landlocked Stormwater Basin Study Presentation (No Material)

Interim Public Works Director Klay Eckles stated landlocked basins are a challenge. The City has dozens of landlocked basins. A landlocked basin is a low spot that does not have a place for water to get out without getting deep or flooding properties. There are hundreds of properties affected/at risk. He stated they would engineer their way out of them and get the water to go where they want it to go which can be challenging. He stated the City of Woodbury has a similar situation and spent \$40 million dollars along with the Watershed District spending another \$20 million dollars over a 30-year period to allow development to occur and eliminate the land locked situation. For Inver Grove Heights, Barr Engineering would look at the situation, management strategies, and policies and prepare a report. He stated there is currently there a draft report but wanted to get Council feedback and input before continuing.

Greg Fransen, Barr Engineering, gave the following presentation:

Landlocked Basin Management:

Definition: A watershed with no surface water overflow (natural or piped) during the 100-year, 10-day snowmelt event. This consists of seven inches of water melting all over the watershed and coming to the low point on the landscape and ponding at the location.

Landlocked Basins in Inver Grove Heights:

- Primarily found in the southern part of the City and in the northwest area (NWA).
- NWA has been modeled to identify landlocked basins and develop a long-range stormwater management plan.
- In the southern area, snowmelt modeling was used to identify and set high water levels for 128 landlocked basins. There are additional that have not been studied yet.

Landlocked Basin Hydrology:

- Water can enter via precipitation (snow melt and rain) runoff, and groundwater.
- Water can only leave via evaporation and groundwater.
- During years with average precipitation, the water level is maintained at a stable elevation.
- When precipitation is above average, water level rises.
- When precipitation is below average, water level falls.

Landlocked Basin Terminology:

- Normal water level for a landlocked basin is the elevation where they typically see water.
- Natural overflow is going to be the lowest point where water can get out of the watershed and cross over into another. May be another landlocked basin.
- Lowest Floor Elevation (LFE) common term used. The elevation of the lowest floor in the house. Typically, a basement.
- High water level. Defined by the City in Ordinance as the elevation set by doing a model that accounts for a 100-year snow melt event. Assumes basin starts at the normal water level.

- Freeboard. The distance that is required between the highwater level set by the City and the lowest floor elevation for any new development that comes in. The freeboard ensures there is some area for the water rise and still will not impact the low floors.

He stated this is terminology used for new development occurring in landlocked basins once regulations have been set. There are some circumstances in the City with older areas that may not be the freeboard that would have been regulated if the homes would have been built after the Ordinance had been put in place.

Impacts of Recent Wet Period:

- Annual precipitation was above normal for six consecutive years. 2014-2019.
- By spring of 2020, some landlocked basins were higher than their 100-year high water levels.
- Several residents with property adjacent to landlocked basins have expressed concerns and/or requested relief from high water impacts.

Public Works Staff initiated a study with Barr to review and recommend updates if necessary, to the landlocked basin policies of the City. There were three main Study Tasks:

1. Policy Review

Goals:

- Barr reviewed IGH Policies and Ordinances regarding landlocked basin management.
- Review landlocked basin policies of other Cities and watershed management organizations.
- Identify gaps or inconsistencies in City policies or Ordinances.
- Provide recommendations for revisions to address existing structures as well as new development that may occur in the future.
 - Have met with City Staff and revised these a couple of times.
 - City Staff has a final copy of the memo which can be discussed further with the City Council.

Recommendations Summary:

- Maintain "issues" map to track problem areas.
- Collect additional data to inform decision making and potential management actions.
- Develop a basin classification system - Identify "critical" areas.
- Make targeted revisions of City Policies and Ordinances.
- Develop response strategies and actions - provide Staff with "tools" to address issues consistently and fairly.

Next Steps:

- Gather public input.
- Consider recommendations.

2. Vulnerability Pilot Study

Goals:

- Develop methodology they can use to estimate the year-to-year water elevation changes of the landlocked basins using aerial photography.
- Identify landlocked basins that are prone to large increases during wet period.
- Develop a ranking system for prioritizing future management activities.
- Define high floor risk areas where possible.

Results:

- Rich Valley drainage basin was chosen for the study.
- Water elevations were estimated annually from 2015 to 2020 using aerial photography.
- 39 of the 63 landlocked basins never held visible water during the study period.
- Remaining 24 basins held water during most years.
 - 16 reached their peak elevations in spring 2019, when snowmelt runoff was very high.
 - Eight reached their peak elevations in spring 2020.
 - Three exceeded their 100-year high water levels in 2020 (confirmed by survey).

- The greatest increases were seen in basins that were in the lowest landscape positions. This suggests groundwater was contributing to the rise. If it is groundwater, time would be needed to look over. If it turns out to be groundwater connected, it does not make very good candidates for pumping. 4-7 feet of water level increase by the end of the study in 2020.

3. Modeling Pilot Study

Goals:

- Update snowmelt models using new topographical information.
- Investigate alternative methods for determining the starting elevation for landlocked basins.

Results:

- Rich Valley drainage basin was chosen for the study.
- HWL (High Water Levels) changes were mostly +/- one foot or less.
- There were three HWL changes of less than two feet.
- "Starting elevation" task is on hold pending review of the vulnerability study.

Discussion:

Next Steps:

- Public meeting to gather feedback.
- Review vulnerability study results with City Staff.
- Develop final recommendations for City Council consideration.

Mayor Bartholomew asked if there was a timeline for the public meetings to gather feedback. Mr. Fransen responded a timeline has not been set yet. Mayor Bartholomew asked how long the vulnerability study would take. Mr. Fransen responded they have the draft memo and draft map completed; Staff has it for review.

Mayor Bartholomew stated there are homeowners in the Rich Valley area that contacted the former Public Works Director and some Councilmembers regarding high water. He wanted to make sure they are getting the information and are in the loop. Interim Public Works Director Klay Eckles responded there has been discussion and email exchanges with people in the City about highwater issues. Those he has spoken to him, has asked for patience. He commented one of the things that will come out of this would be when and under what conditions they would take emergency action with emergency pumps. It has been done in the recent past. They are unable to give a response until understanding the issue fully and develop/refine the policy. He stated communication and setting expectations with those that live in these areas will be an important part of their message.

Mayor Bartholomew asked if the water table is the problem and if there were corrections they could look at. He asked what Mr. Eckles experience and action has been when the water table gets that high. Interim Public Works Director Eckles responded the groundwater table rises and falls slowly. It will not be a sudden surprise when it comes to groundwater. There would be plenty of time to discuss locations. He commented that groundwater, while difficult to deal with, is very slow moving.

Mayor Bartholomew stated he is aware of three residents in the area that are very concerned. He wanted to make sure that Mr. Eckles has their names and phone numbers. He stated those residents need to be in the loop, understand what is being done, and to make sure it is understood what the residents high level concerns are with their properties. Interim Public Works Director Eckles responded he would have conversations with them.

Councilmember Murphy asked if normal water level and starting water level were the same. Mr. Fransen responded yes. Normal water level is a term used when looking at a pond as it stands. Starting water level is a term used for the modeling. In the future they may choose to start the water level at a higher elevation. With ponds that have shown a possibility that they are very impacted by long term wet periods, it may be decided to start them at a higher elevation.

Mayor Bartholomew asked for a timeline on when it is expected to receive more feedback from Barr and when the Council would hear this again at a Public Meeting or a Work Session. Mr. Fransen responded they would like to move forward as soon as they can. There are no specific dates set yet for next steps.

Mayor Bartholomew asked Interim Public Works Director Eckles to make sure the effected landowners are in the loop, understand what is being done, and have a timeframe. He wants to make sure there is contact and feedback from the individuals. He wanted to make sure it would be taken on in the manner that it is which is very urgent. Interim Public Works Director Eckles responded a public engagement process would be set up in the near future. The goal was to make sure they are on the right track with the City Council and finalize the report. The report would be presented to the Community. He commented he sees this happening in a matter of weeks. He stated they are making progress and has not heard any major concerns or issues from the Council yet. He believes it would be wrapped up before summer. Mayor Bartholomew stated there is urgency here, since late last year he has had several conversations regarding high water with the homeowners. He believes there is an urgency with this and would be an approach he would like to take. He suggested following up with property owners that have sent emails and those that engaged with previous Public Works Director Thureen. Interim Public Works Director Eckles responded there is the immediate issue they have with property owners, and several hundred others that live near landlocked basins. He would want to engage those as well. Those that are actively engaged, he would engage quickly.

Mayor Bartholomew stated he rarely has people up for discussion or to speak during a Work Session and asked if there was anyone in the Rich Valley area that wanted to come up to speak.

Chuck Bohrer, 9701 Rich Valley Boulevard, stated he has high water concerns. If there is an over average rain fall this year the water will be up towards his home. He is looking at how to alleviate the problem. He commented there are wells in the area that he would also like to speak to the Interim Public Works Director about.

2. Park Comprehensive Planning

Interim Parks and Recreation Director Jon Oyanagi updated the Council about the Park Comprehensive Planning:

- In 2008 the City Council adopted a Parks Recreation Trails and Facilities Plan. This document guides all decision making and planning centered around Parks and Recreation.
- In 2020 the City Council and Department heads had a strategic planning session. One of the objectives was to update the Plan.
- In March, a Contract was entered into with HKGi to assist with the update.
- In 2008 the Director created the document. It was a \$20,000 agreement to do the update. They got through about \$12,000 of services.
- In January, Staff looked into amending the agreement with HKGi to do a more comprehensive plan.
 - The City Comprehensive Plan was done in 2018, HKGi was the Contractor who helped with the City Plan. That is one of the reasons why they were hired to do the Parks update.
- In January, Staff looked at a proposed amendment around \$33,700. Some Councilmembers had questions about what they get for the money and what the Contractor does.
- The Interim Parks and Recreation Director began in the position shortly after the meeting.
- Staff discussed the scope of work that would be in the amended proposal.
 - They decided to alter it a bit. The previous plan was heavy on physical infrastructure such as parks and buildings. It did not discuss recreation and natural resources.
 - The scope was revised to be a more comprehensive parks and recreation systems plan.
- This was brought to HKGi and they were able to refine their scope in their proposed Amendment.

- Included in Council packets is the updated proposal with the scope spelled out. This was more detailed than what was completed in January.
 - It delineates what HKGi's and Staffs responsibilities are.
 - It would be taken chapter by chapter to be more manageable.
 - HKGi would put in 420 hours' worth of services.
 - HKGi would be doing a majority of writing with the final writing of a document. (Huge timesaver for Staff).
 - Staff would be involved with providing City specific information into the Plan.

He stated in his experience, he has noticed firms like this doing this type of service at \$75,000 to \$150,000 for a comprehensive system plan. This is quite a bargain for the price. The \$20,000 in the original Contract price was reduced and would charge the City \$31,800. The remaining \$8,000 plus \$31,800 would total \$39,800. He stated that is less than what was previously proposed. He believes they would receive a lot of work out of HKGi who provides a professional approach to planning. He stated this document would be used to guide decisions and prioritization through the next ten years. They would try to plan it at the time the City Plan would need updating. He stated this is an excellent use of resources and the City would get a great plan that would cover every aspect of Parks and Recreation.

Mayor Bartholomew asked what the total price requested was. Interim Parks and Recreation Director Oyanagi responded it is \$31,800 in addition to the previous \$8,000.

Councilmember Gliva asked for examples of the types of Recreation that would be included in the Plan. Interim Parks and Recreation Director Oyanagi responded it would be created specific to Recreation Programming. It is anticipated things such as what they currently know, for example, a deficit in programs for Teens. That could be an area with specific strategies for providing programming for teens. It could also look at the wide amount of programming for youth, what is effective, analyzing, and priority.

Councilmember Dietrich asked if the Parks and Recreation Commission had any input or comments. Interim Parks and Recreation Director Oyanagi responded the Commission has discussed this and are anxious for an update of the 2008 Plan. He stated they have a subcommittee that deals with the Comprehensive Parks and Recreation System Plan and have been involved in the different stages.

Councilmember Murphy asked if Staff has had a chance to weigh in. Interim Parks and Recreation Director Oyanagi responded Recreation Superintendent Julie Dorshak and Maintenance Superintendent Brian Swoboda have been involved in this all along. Julie is excited to have a recreation plan included and Brian is interested in the maintenance and natural resource plan.

Mayor Bartholomew asked when this comes back to the Council for the Amendment. Interim Parks and Recreation Director Oyanagi responded it would be ready next week. The Council agreed they were ready.

3. Cul-de-sac Parking Recommendation

Interim Public Works Director Klay Eckles discussed Cul-De-Sac Parking Policies:

The Issue:

- IGH historically did not restrict parking on Cul-De-Sacs (CDS)
- In recent years, the City has begun to add no parking (NP) signs on CDS - during reconstruction
- Less than 10% are signed
- Inconsistency creates the appearance of a double standard. It seems like some can park on their Cul-De-Sac while others cannot

Parking - Why or Why not:

- CDS present potential access issues for large vehicles - Fire Apparatus
- CDS are Dead Ends
- On Street Parking can constrict flow of large vehicles moving in CDS (especially getting out)
- Parking restrictions help reduce conflicts
- Parking restrictions take away a use for residents on a CDS

The Current Situation:

- Over 200 CDS in the City
- Different sizes
- Different lengths
- Different configurations (some have open blacktop; some have a center island)
- Only a few have NP signage

Roads Do Many Things:

- Provide mobility and access
- Provide recreation for pedestrians
- Provide temporary parking opportunities
- Allow for emergency response

How Much Road is Enough:

- Road design is an art and a science. Every City is different. Most have 28 and 33 feet wide. Most of the City has 32 feet
- Balancing of needs
- Serving all users for all conditions is unrealistic
- Goal is to serve a majority of needs most of the time

Suburban Parking Densities:

- Using Google Earth in this Community 45 Cul-De-Sacs were sampled. The average parking density was about .65 cars per Cul-De-Sac. One of the worst parking situations he has seen. Four was the maximum density of parking he noticed.
- Overall roads are parked low density.

Other Cities:

- Reviewed other City practices and found no others restricting parking on CDS. Looked at Apple Valley, Burnsville, Eagan, Rosemount, Stillwater, and Woodbury. There are parking restrictions in those Cities, they are not signing Cul-De-Sac's no parking.
- Many have a smaller standard CDS
- Some allow narrower streets
- Some have much heavier on-street parking density
- Rescue apparatus in dense urban settings "find a way" to provide service in less than optimum situations

He stated if continuing to put parking restrictions on every Cul-De-Sac as they go through the pavement management program, this would be one of the only Cities that would be putting parking restrictions on Cul-De-Sacs to maintain maximum service to large vehicles.

Recommendation: For Engineering, they met with people from Public Safety and the Fire Chief and have agreed to:

- Recommend parking be allowed on CDS
- Exceptions include:
 - Very small CDS
 - Some CDS with landscape islands
 - Other special situations

Interim Public Works Director Eckles stated there is concurrence that although there is some restriction on fire apparatus access, the parking densities are low enough. They wanted Council to be aware there is a limited reduction in fire service access with some risk. He stated at a Staff level, they may want to look at some

standardizing of the design criteria. They have not allowed these islands in recent years but may want to be more direct about it.

What's Next:

- Develop criteria for Signage. Signs everywhere or restrict to special cases
- Ongoing analysis of individual CDS as part of PMP or as needed
- Remove some signage as soon as practical
- Solidify design criteria
- Public Education. If taking signs down in the areas that currently have signs, would want to discuss with the residents about what is taking place. He suggested a newsletter article to inform residents.

Mayor Bartholomew asked what was meant by "special situations". Interim Public Works Director Eckles responded when doing the flyover of the City, he noticed Dead Ends with a turn around. There may be some issues Public Safety may have with private streets.

Councilmember Murphy asked if there was a standard operating procedure for newer developments that have no parking on one side of the street and the street leads into a Cul-De-Sac. Interim Public Works Director Eckles responded they do not have a written policy; it is as they go. There is a need to determine on street parking in general. There are some roads that have tight corners even though they are wide enough for parking. They may need to sign the corners even if cars are parked there, stating that it may be difficult for a vehicle to get through. There is further work to do as he is still learning a lot. He suggested as a general rule they not restrict parking on Cul-De-Sacs and determine specific situations when they might.

Fire Chief Judy Thill stated they are in agreement with not signing the larger majority of Cul-De-Sacs. With the smaller ones, her preference would be to look at the 60-65-foot ones and make sure there is no obstruction. She has not noticed any situations that the smaller ones need signs but does not want to rule them out completely until having a chance to look at them. With Cul-De-Sacs in general, other than those with islands and special circumstances, Public Safety is in agreement to remove signage. She stated in the area by Target there are a couple of Cul-De-Sacs that have islands and allow parking along the island at the inner side, not against the curb at the outer side. This allows for larger vehicles to make the outer turn and get through. Allowing parking on both sides, especially with snow being added, can be difficult. They prefer to keep parking along the inside of the island and not have parking on the outside.

She stated for special circumstances the only one she has noticed was north of Target. There is a street that dead ends with a partial Cul-De-Sac and would eventually be a through street. That would need to be signed as no parking as it is the only way to turn around, it would have to maintain signage until the street goes through. She stated they would need to go out and look at all streets with smaller Cul-De-Sacs to make sure there are no obstructions. She thanked Ben from GIS who put together all of the Cul-De-Sacs and sized them.

Mayor Bartholomew asked when this would come before the Council. Interim City Administrator Rand responded Staff has not yet discussed when this would be ready but can try for the end of the month. Councilmember Piekarski Krech suggested everyone on a Cul-De-Sac be educated. People need to realize that it is their liability. They may not be able to get a Fire Truck in if people do not move their cars. Fire Chief Thill responded that is one of their concerns, that there may be a large party and they will not be able to get in the area. They would get as close as they can get, but it may take longer to pull a hose. She stated they would do anything and everything possible to get in quickly. Councilmember Piekarski Krech stated they need to make people aware those are the choices they make, and that choice may affect their neighbors. She commented vehicles need to be parked correctly. They may need to have Police, as they drive around, ticket cars that are

parked incorrectly in Cul-De-Sacs. Fire Chief Thill responded they could look to make sure they are not so narrow, parking on both sides, and if Public Safety may have issues getting close.

Mayor Bartholomew asked if the Ordinance precludes how to park, nose in or tail in when parking in a Cul-De-Sac. Interim City Administrator Rand responded she was not aware but would get back to Council with the answer. Mayor Bartholomew stated it should be clear they cannot park that way and should be an Ordinance. It would just be a suggestion.

Kelly Kayser, 1953 59th Court East, commended Fire Chief Thill, and Interim Public Works Director Eckles for collaborating and getting what is a common-sense recommendation. She commented that she found a lot of the same things when she called Cities five years ago. She is happy to have something going forward that is clear for everyone. She stated there may be something in the Parking Ordinance about parking nose in. If it is not in there, it should be. She thanked everyone that worked on this.

4. Severe Weather Awareness Update (No Material)

Fire Chief Thill stated with severe weather awareness starting next week she wanted to provide a quick update. Severe Weather Awareness Week runs from April 12-16th and addresses many different types of severe weather such as:

- Storm, Lightning, and Hail
- Tornado
- Flood
- Extreme Heat

Storms, Lightning, and Hail:

- Typical Thunderstorm: 15 miles in diameter/lasts 30 minutes
 - All thunderstorms are dangerous anytime there is lightning
- "Severe" Thunderstorms produce large hail or winds at least 58 miles per hour
 - Some wind gusts can exceed 100 mph and produce tornado-like damage
 - Many Communities sound outdoor warning sirens, not only for tornadoes, but also damaging straight-line winds
 - Large hail stones can fall faster than 100 mph
 - Most hail is pea-sized, but can reach softball size

Weather Alerting System:

- Warning
 - Dangerous weather occurring or imminent
 - Likely significant threat to life or property
 - Take protective action immediately
- Watch
 - Weather conditions favorable for a hazardous weather event
 - Stay alert to changing conditions
 - Make alternate plans
 - Be aware of possible shelter or evacuation routes
- Advisory
 - Less hazardous weather conditions or less specific locations
 - Weather may still pose significant safety risk or travel problems
 - Situations are possible that could threaten life or property
 - Plan ahead

Siren Activation:

- Warning Sirens

- Outdoor only
 - Not intended for hearing indoors (Weather radio/app)
- Dakota Dispatch Center (DCC) activates sirens throughout Dakota County
- Dakota County activates outdoor warning sirens during tornado warnings or wind speed expected to meet or exceed 70 mph
 - Sires activated for 3 minutes
 - If you hear a siren, go indoors, and turn on the TV/Radio, check App
 - Do NOT call 911 or local public safety to inquire
 - They are busy getting ready for the weather event
 - There is no such thing as an "all-clear" siren

Tornado Drill Day:

- Thursday, April 15th
- Outdoor warning sirens will be activated at 1:45 and 6:45 p.m.
 - Practice/discuss what to do while at work and at home
 - Do not forget to practice with child sitters/caregivers
- Most severe weather occurs between 3:00 p.m. and 6:00 p.m., but can happen anytime

For More Information:

- Much more information available through:
 - MN Homeland Security and Emergency Management (HSEM) website
- Google: MN Severe Weather Awareness Week 2021
 - Includes information for Deaf and Hard of Hearing Community

Fire Chief Thill stated she would put this information on the Website and Facebook pages next week.

5. Residential Accessory Structure Ordinance Discussion

Associate Planner Heather Botten stated over the last couple of months the Council has acted on different accessory structure related variances. Throughout those discussions the Council has suggested changes to three different sections of the Accessory Structure Ordinance:

1. Allow the size of accessory buildings on lots that are 2.5 to 5 acres in size, be based on a ratio system instead of a set size maximum.
2. Allow properties that do not have an attached garage, one additional detached structure on their lot where one would currently be the maximum allowed.
3. Consider limiting the number of accessory structures 120 square feet or less on residential property. Currently those are exempt with no maximum.

Before moving forward with the Ordinance Amendment, Staff wanted to be sure they were all on the same page and if there were any other changes to review. Staff also wanted to discuss the timing of the Ordinance changes. Staff feels the first point of allowing the size change to be based on a ratio system could be discussed at a Public Hearing in April. Items 2 and 3 may require additional review time to determine the impacts to the City and Community, and how many lots may be affected.

Councilmember Piekarski Krech stated these are residential properties. With allowing accessory buildings, they do not want to change the property from looking like a residential property to suddenly being covered with buildings. She stated the need to be careful with going to a ratio, not that they expand exponentially. If wanting to go to some interim residential garage spot, they need to look at it differently. She stated people have the expectation when buying a residential lot, it is for living on, not for storing all types of things. She understands people want to use their property, she hoped they come to a balance and do not forget they are residences, and not have numerous or huge accessory buildings.

Mayor Bartholomew stated it is key to look at the size of the lot. There are residential lots that are 100 by 150 or smaller. He does not believe they need to consider those lots and to keep the Code the way it is. He stated he personally would consider lots that are one acre in size or larger change to ratio.

Associate Planner Botten stated she was looking for direction on how the Council wanted to proceed with the three items listed. Mayor Bartholomew agreed Items 2 and 3 would need more time.

Associate Planner Botten responded about Councilmember Piekarski Krech's comment stating once at 5 acres for an accessory structure, it cannot exceed 2,400 gross square feet. With the ratio, they would still not be able to exceed 2,400. Councilmember Piekarski Krech asked if they could look at configurations of lots. There are some that even though there are four acres, if it is a pie shape, allowing the ratio and change should be without variances from setbacks.

Councilmember Murphy asked for clarification on the changes possible for 2.5 to 5 acres in size with a ratio method. He assumed there would be some limits whether it starts at one acre or 2.5. Associate Planner Botten responded at 2.5 acres you are allowed a 1,600 square foot structure. They would likely have the ratio go to 2,400 square feet at 5 acres. Councilmember Murphy asked if it was possible to see a drawing of what the different ratios might look like. He suggested a midpoint of 2.5 and 5 acres. Associate Planner Botten responded they could try. Mayor Bartholomew stated as long as they stick with setbacks, so they are not encroaching. He liked the idea of a visual for the percentage.

Mayor Bartholomew stated there is agreement from the Council about the size of accessory building and the ratio of 2.5 to 5 acres. For those with a detached garage and allowing one accessory structure, they would have additional feedback. He liked the idea and felt an individual with a detached garage should be allowed an accessory structure. He stated he was unsure how to define the square foot limitation and requested help from the Associate Planner with that.

Councilmember Piekarski Krech referenced the 120-square feet and asked if they allowed as many as they wanted because they do not count them as impervious surface. Associate Planner Botten responded they do count toward impervious surface as they are on a hard surface. She believed if someone were at the maximum of allowed impervious surface it would prohibit additional structures. She stated there are two exemptions under the Accessory Structure Ordinance:

1. 120 square feet or less
2. A building that is an accessory structure to principle agricultural uses

These are exempt from the normal requirements.

Mayor Bartholomew asked if there should be any parameters as far as limiting the 120 square feet. Councilmember Piekarski Krech responded she was unsure, especially if having 4-5 acres. It would become the aesthetic idea of it.

Councilmember Dietrich asked if there has been anything in the recent past about 120 square feet buildings as far as complaints, or anything that stands out. Associate Planner Botten responded no complaints, but it came up in the most recent discussion about the homeowner looking at the number of accessory structures in his neighborhood. Councilmember Dietrich asked if there were any others within the last five years. Associate Planner Botten responded she did not know of any off hand.

Mayor Bartholomew stated if in violation of impervious surface, they would have to reduce the roof area and take some of the buildings down. That is an enforcement issue. He stated for example a lot 100x150 with impervious surface due to the house and driveway, if putting in 10 sheds, it would be a violation. He asked how that was

monitored and if it would be by complaint. Associate Planner Botten responded they do not actively look for it, and do not need a Permit for a structure that is 200 square feet or less. It is by complaint. They should still comply with setbacks. She believed a majority of the time people are just putting in the smaller structures.

Mayor Bartholomew stated there is a Statute in place for impervious surface, if there were a violation, they would have to remove some of them. Council agreed. Councilmember Murphy asked if there was an example on a quarter acre lot with a certain size home, driveway, and attached garage. He asked with impervious surface limitations, how many 120-foot structures can be built. He felt it helpful to have that information. Associate Planner Botten asked if it would be beneficial to have the information in a Friday memo. The Council agreed on a memo for the information.

Mayor Bartholomew stated direction would be to look at Items 1 and 2 as they discuss the size of the accessory structure on a ratio basis and the detached garage allowing one accessory building. Associate Planner Botten asked if the Council wanted them split up or kept together in one Ordinance Amendment. Councilmember Piekarski Krech responded to split them up as they are easier to look up. Associate Planner Botten responded she would follow up with more information on Item #3 and the 120 square feet.

6. Home Occupation Ordinance Discussion

Associate Planner Botten stated the City currently allows Home Occupations that comply with City Code. A couple of the requirements of the Ordinance state:

- The business must be engaged only by persons living in the dwelling
- The business must be conducted entirely within the principal structure, not in an attached or detached accessory structure.

Staffs understanding is that all aspects of the business, including the storage of commercial or industrial related equipment or materials in accessory buildings. City Code allows for the resident to have one commercially licensed vehicle parked at the residence of the owner/operator of the vehicle. Changing the Home Occupation Ordinance to allow a home business to be in an accessory either attached or detached structure has gone back to 2019. The Planning Commission and City Council struggled with the possibility of the Ordinance being amended. Last summer Staff created a survey for citizen comment with 147 people responding. 63% of respondents stated the Home Occupation Ordinance should be expanded to allow for the use of garages or accessory structures. 63% also stated that operating a home occupation out of an accessory building could have an adverse effect to the neighborhood.

Associate Planner Botten stated when looking at a possible Code Amendment to expand the use of a home business into an accessory building. Consideration should include:

- If there should be a maximum percentage of space utilized in an accessory building, so it does not interfere with the primary residential use of the property.
- Should there be a minimum lot size for a home business and an accessory building. When looking at a business being operated out of an 8,000 square foot lot and a garage would have a greater impact than someone who is on an acreage lot.
- Setbacks. An accessory structure can be up to 1,000 square feet in size in an "R" District and five feet from the side property line. An "E" District would have a ten-foot setback.
- Can have accessory structures up to 2,400 square feet.
- Anything over 1,000 square feet would have to be at least 50 feet from a side property line.
- That exact same business operating out of an Industrial area, and abutting a residential property, would have to have a 100-foot setback for the business.
- Should there be considerations to have a larger setback for structures that have a home business in it.

She stated for Code Enforcement there are complications about how they can enforce what is going on inside an accessory building. Staff questioned if there should be a public process. With the exception of a couple of home businesses, a majority of them are a permitted use and do not require neighbor notification. When utilizing an accessory building for a home business there may be additional impacts such as noise, higher traffic volumes, and aesthetics. She asked if they should consider licensing or a neighbor notification process that involves a CUP (Conditional Use Permit) or an IUP (Interim Use Permit).

Staff continues to not support a change to the Home Occupation Ordinance to allow the use of accessory buildings for business purposes. It is based on the fact that Staff believes businesses located in a residential accessory building could be deemed an incompatible use, compromise the quality of life in a residential district, there could be adverse impacts to neighborhoods such as higher traffic volumes, noises, and changes to the aesthetic appearance of the neighborhood. It could conflict with the City Comprehensive Plan to maintain rural character. Allowing for commercial or industrial uses to be operated out of residential property takes away from filling the vacant spaces in the City.

Associate Planner Botten stated Staff looks for direction from Council on if they believe the Home Occupation Ordinance should be amended to allow businesses to operate out of residential accessory buildings. If so:

- Should it be done in all residential districts
- Should there be minimum lot sizes
- What type of process, if any?

If wanting to change the Code, those would be worked out through the process. Staff looks for direction on where to start on lot size or setbacks, and if it should be changed.

Mayor Bartholomew stated he does not want to change home occupation but wants clarification. He believes if having a business and not running it out of the home, they can store whatever they want in the garage. He stated for example, he is operating a business and stores product/trailers/equipment in his residential garage and is not servicing anybody from the home, it is there to keep out of the elements. As far as the rest, he is not in favor of changing the rules other than to add clarification on storage in a private personal garage as long as they are not running a business out of the home that is in violation of the current business Home Occupation. Councilmember Murphy agreed stating he would not support a change. Any potential benefits will be far outweighed by the negative consequences to the Community and neighborhoods. He would not support a change.

Councilmember Piekarski Krech asked for clarification from the Mayor about bringing a trailer home as long as it is kept inside of the garage and nothing is being stored outside, that should be fine. Mayor Bartholomew agreed stating if having a business, equipment, and own property, you should be able to store what you want on your property or inside the garage as long as it is not violating or operating a business. Councilmember Piekarski Krech commented it has to be stored inside, there is no way from the outside that you can tell those things are there. Mayor Bartholomew stated one commercial vehicle in the driveway is allowed, he does not believe commercial trailers were addressed.

Mayor Bartholomew asked Associate Planner Botten if commercial trailers stored outside of a garage were permitted by Code. Associate Planner Botten asked if the Council would be fine with a Contractors yard as long as it is stored inside the building. Mayor Bartholomew disagreed. He stated if he has a business, is in a residential area, and have material he wants to store inside in his garage he should be able to. He was not saying anything about a Contractor's yard. Councilmember Piekarski Krech stated for example a Carpenter has his trailer with all his items and is storing them inside the garage. Mayor Bartholomew responded as long as they are not running the business out of the home. Councilmember Piekarski Krech responded technically they are because they leave and come back. If not having an office somewhere it is assumed the address is the home.

She stated there are several businesses in the City that are operating out of residential properties that are running businesses that deal with lots of equipment and materials.

Mayor Bartholomew stated this has to be flexible enough to say a Contractor can bring his truck home, park it in his garage, and shut the garage door. He is storing his personal belongings in the garage. Councilmember Murphy asked if this was an issue. Mayor Bartholomew responded it was an issue in the past. Councilmember Murphy stated for example, he is on the phone with someone and pulls into the garage and shuts the door and is still conducting business. He asked if he was in violation of the City Ordinance. He did not understand why parking his tools in a garage would be an issue. Councilmember Piekarski Krech stated the issue comes down to when making out a business card, does the business card state the business is at the home address or gives a business address. Mayor Bartholomew stated he would not want to tell anyone that they cannot put what they want in their own garage.

Associate Planner Botten questioned if someone's business card uses a home address and stores items in the garage, if that would be considered a home business and not be allowed. Councilmember Dietrich responded that could be just to get mail. Associate Planner Botten responded this is where the grey area is. Mayor Bartholomew suggested telling them not to put their address on their business card. Councilmember Piekarski Krech stated a licensed business has to have an address for the business on tax documents, it does not have to be on the business card.

Councilmember Murphy asked if they could have a better definition of conducting business. Mayor Bartholomew gave an example of being a housepainter and someone calls to paint their home. He has six ladders, seven buckets of paint, and a truck and trailer in the garage. He keeps the garage shut and is not running a business there. He stated if chipping wood in his backyard for commercial uses that is in violation. He stated if bringing ladders and paintbrushes home and putting them in the garage and shutting the garage door, he is not working there. Councilmember Piekarski Krech asked if the personal car is in the garage too, that becomes another issue. Councilmember Dietrich stated she does not want to have a say as to what is in anyone's garage. Councilmember Piekarski Krech asked if vehicles were then parked outside. Councilmember Gliva asked if Homeowners Associations did not take care of some of these issues.

Councilmember Murphy referenced the example given by Mayor Bartholomew stating if the truck he is using to go to work and paint, how is that any different than his car that is parked in the garage. He does not know how they can tell people they cannot park their paint truck in the garage. Mayor Bartholomew stated they need to be nimble with the wording and describe it in a way that they understand that they cannot run a business but can store whatever they want that is legal in the garage. Councilmember Murphy stated there needs to be a better definition of conducting business.

Associate Planner Botten asked if it would be fair to say the Council would be in support of using accessory buildings for home business, but maybe prohibit a list of businesses such as boat repair, vehicle repair, small engine repair. Have a list of things not allowed. Mayor Bartholomew responded he was struggling with why this point was difficult. If someone wants to put something in their garage and shuts the garage door, it is none of his business. Associate Planner Botten responded he is allowing home business in an accessory building. Mayor Bartholomew responded no. If it is an illegal operation of business there, they would have to define the businesses. If he gets a call to paint a house, he gets in the truck goes to paint the home and comes home and shuts the garage door. He is not running a business out of his house because he is not doing any work at his house. Councilmember Piekarski Krech stated no work can be performed at the residence. Mayor Bartholomew stated you cannot paint a boat, change a transmission out, you can only do what is permitted to be done as a home occupation at that location.

Councilmember Murphy asked if an attached garage in this example an accessory building. Councilmember Piekarski Krech responded yes. Councilmember Murphy stated someone may want to build on their back lot, this is about both situations. He sees how this becomes grey. Mayor Bartholomew stated if changing out an engine and getting paid to do it, that is an illegal use of the property.

Councilmember Dietrich stated her recommendation would be to keep the garage door shut.

Associate Planner Botten stated about the painting example and for the person to have the home as their business address as long as they are not doing the physical work in their accessory building. Mayor Bartholomew commented he believed they were getting somewhere with that. She stated she would talk with Legal and Staff and see what they can come up and make the Ordinance a bit clearer.

Councilmember Murphy asked if there was language, they can include that separates an attached garage versus a separate building or detached garage. Mayor Bartholomew responded they are allowed one commercial truck of a certain size in the driveway. The key is not doing a business. If doing a business that is not permitted from the home, it needs to be stopped. In the example of painting, you are taking a phone call, you are not painting a person's home from your own home. He stated the key is that you cannot perform any work at the home that is not permitted such as hair salons.

Councilmember Piekarski Krech stated a home business cannot have employees. Councilmember Murphy asked if businesses were allowed in primary residence like a hair salon. Mayor Bartholomew stated daycares in homes can have employees. Councilmember Murphy asked if they could have a hair salon in the garage, or if they could have the same hair salon in an attached garage. Associate Planner Botten responded you cannot have the hair salon in the garage currently. You need a CUP for a hair salon approved in a specific space within the house. She stated the way the Ordinance could be drafted would be the salon would not be able to be used in the accessory building still going forward. Councilmember Piekarski Krech stated the rollers and dye could be stored out there. Associate Planner Botten agreed. Councilmember Murphy understood Associate Planner Bottens confusion. They needed a better definition of what work is, and what conducting business is.

Mayor Bartholomew stated the common-sense approach would be to allow so many things as a home occupation and that they must be done in the home. He stated if on the phone while driving in the car and doing business, it could be a violation, but he did not believe in the need for an Ordinance for that. Associate Planner Botten stated she would speak with Staff and the Attorney and determine if it should come in front of the Council at another Work Session, in a memo, or at a Public Hearing.

7. Proposed City Permit Application Timing Changes

City Clerk Rebecca Kiernan stated every even year there is an Election. With the abundance of Absentee Voting, it is getting extremely difficult to cover all of the Business Licenses in that timeframe. She proposed moving the Massage Business, Massage Individual Therapist, Motor Vehicle Sales, Rubbish Haulers, and Service Stations Licenses to have a due date of May 1st. That would free up 70 of the 120 Licenses she does. It would also assist the Police Department who does the background checks. It would be done twice a year instead of all at once. She proposes changing the due dates for the listed items and extending their license for 2021 into 2022 to be able to make this work. The Council agreed.

B. Adjourn:

Motion by Dietrich second by Gliva to adjourn the meeting at 8:05 p.m.

Ayes: 5

Nays: 0

Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, APRIL 12, 2021 - 7:00 P.M. - 8150 BARBARA AVENUE**

****This meeting is via Zoom Video Conferencing (Hybrid Meeting)****

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 12, 2021, via 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 via Zoom Video Conferencing/Phone: Mayor Bartholomew, Council Members: Dietrich, Piekarski Krech, Gliva, and Murphy; City Clerk Kiernan, Information Technology Manager Gade, Interim City Administrator/Community Development Director Rand, City Attorney McCauley Nason, Police Chief Chiodo, Civil Engineer Moser, Interim Public Works Director Eckles, City Engineer Kaldunski, Assistant City Engineer Dodge, City Planner Hunting, Associate Planner Botten, Finance Director Hove, and Interim Parks and Recreation Director Oyanagi.

Also Present via Zoom/Phone: Todd Shoemaker - Wenck; Allen Hunt - Fortistar; Lisa Janusz - Fortistar; Mark Rausch - Alliant Engineering; Eric Theisen - Watermark Properties; Caragh O'Brien; Pat Sveum - Wenck; and Cory Hausladen - Watermark Properties.

Mayor Bartholomew stated the meeting is via Zoom due to the recent curfew issued by the Governor.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- 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. **Resolution 2021-91**
- C.** Consider Approval of Personnel Actions.
- D.** Consider **Resolution 2021-92** 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. **Resolution 2021-93**
- G.** Consider Approval of 2021 and 2022 Compensation Pay Wage Adjustments for Non-Union Employees. **Resolution 2021-94**
- H.** Consider Accepting Donation from Am Vets to the Fire Department. **Resolution 2021-95**
- I.** Consider Accepting Anonymous Donation to Police and Fire Department. **Resolutions 2021-96 & 2021-97**
- J.** Consider Approval of Revised Lease Agreement with Dakota County for Criminal Justice Network (CJN). **Resolution 2021-98**
- K.** Consider Approval of New Massage Therapist, Laura Kasel, OyeSpa LLC.
- L.** Consider **Resolution 2021-99** Authorizing 2020 Transfers.
- M.** Consider **Resolution 2021-100** Authorizing 2021 Budget Adjustment for Police Escrow Accounts.
- N.** Consider **Resolution 2021-101** Authorizing 2021 Budget Adjustment for Technology Fund.
- O.** Consider **Resolution 2021-102** Authorizing 2021 Budget Adjustment for Finance Department.
- P.** Consider **Resolution 2021-103** Authorizing 2021 Budget Revision for Community Development.
- Q.** Consider Approval of **Resolution 2021-104** 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 2021-105** 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 2021-106** 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 2021-107** 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 2021-108** Relating to a Preliminary and Final Plat for the plat to be known as Obrien Oak Terrace (Caragh O'Brien Bartness).
- BB.** Consider **Resolution 2021-109** 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 2021-110** Approving and Authorizing Closing of Real Estate Transaction with Kurt Rechtzigel.
- DD.** Consider **Resolution 2021-111** 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.

Councilmember Dietrich requested pulling Agenda Item 4P.

Motion by Dietrich second by Murphy to approve the Consent Agenda with the exception of Agenda Item 4P.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4P. Consider Resolution Authorizing 2021 Budget Revision for Community Development. Resolution 2021-103

Councilmember Dietrich stated this item felt like it was outside the normal process in asking for the positions on a Consent Agenda. She asked if this should be expected from other Departments.

Interim City Administrator Heather Rand responded this was added to the Consent Agenda after it was discussed at the Saturday Leadership Summit. She responded about seeing more of this in the future, stating they try to bring it to the Council first whether it is in a Leadership Summit Session or Work Session. She stated this is a mid-year budget revision reflecting a need in Community Development for staffing given the volume experienced over the last couple of years, especially in 2021. This ensures Permits are approved in a timely manner.

Councilmember Dietrich asked what would have to be turned down due to funds being directed to this position. She commented Finance is in need of staffing and wondered how this would play out in the big picture. Interim City Administrator Rand responded she does not see it as taking away from one Department for another. Without additional Staff, the building process would be much slower, and it is possible the City would receive less revenue from Permits. This is a revenue generating division. She stated Staff was aware they were unable to budget for this as a January 1 expense because they were all being cautious with COVID. There will definitely be additional budget requests for Staffing as they move forward. She stated Staff would be cautious but there are high expectations of service provisions. In this case they need the additional Staff.

Councilmember Dietrich asked if in the future Council could see this information on the regular Agenda instead of the Consent Agenda. She would like to see routine items on the Consent Agenda.

Councilmember Gliva asked if the .5 office support was a replacement. Interim City Administrator Rand responded the .5 is a new position and would be added to what is currently a .5 position. There is an individual who is part time and retiring. When that person retires, rather than advertise for a .5, they would advertise for a

full-time position based on Staff needs. Councilmember Gliva asked if this was net .5. Interim City Administrator Rand responded correct. There is an additional Building Inspector position.

Councilmember Gliva stated the hiring of Staff budget items should not be on a Consent Agenda so it can be reviewed appropriately. Interim City Administrator Rand clarified the Council request stating anytime there is a request for additional Staff even if a budget revision, to not put it on Consent Agenda. She asked about placing it on the Consent Agenda even if it is discussed at a Work Session. Mayor Bartholomew responded if there is something on the Consent Agenda he wants to discuss, he would pull the item. He was open to either process as both options would still be vetted.

Motion by Murphy second by Piekarski Krech to approve Agenda Item 4P. Consider Resolution 2021-103 Authorizing 2021 Budget Revision for Community Development.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 2021-112

Assistant City Engineer Steve Dodge stated he has spoken to the Public Works Director and City Attorney about this Public Hearing process because this deals with resident involvement. The recommendation was to continue the Hearing and do the Presentation at the May 10th City Council Meeting and hold the full Hearing at that time. City Attorney Bridget McCauley Nason stated based on the situation of having this meeting remotely, her recommendation is for the Council to open the Public Hearing and then continue the Public Hearing to 7:00 p.m. to May 10th. Staff will renote and republicize the Public Hearing. She stated this would be to both open and continue the Public Hearing.

Assistant City Engineer Dodge stated the Council is entertaining a 6:00 p.m. start time in the future and wanted to verify if May 10th would be when the 6:00 p.m. Council start time begins. City Attorney McCauley Nason responded assuming the Council goes through with the Three Readings and adoption of the change, it would be effective May 1st. The May 10th City Council Meeting start time would take place at 6:00 p.m. if the Ordinance is adopted.

Mayor Bartholomew asked how the time would be noticed with the two timeframes. City Attorney McCauley Nason responded there would be two options:

1. It can be noticed for 7:00 p.m. and would not be able to have the Public Hearing on that item until 7:00 p.m.
2. Notice it for 6:00 p.m. if Council believes the Ordinance will pass. If the Ordinance does not pass, the Council would call a Special Meeting at 6:00 p.m. for the purpose of the Public Hearing.

The Council agreed to Notice it at the 6:00 p.m. start time.

Motion by Gliva second by Dietrich to open the Public Hearing and continue the Public Hearing to May 10th, 2021 at 6:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

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). Resolution 2021-113

Interim Public Works Director Klay Eckles stated this is an emergency project correcting failed infrastructure with hopes to get it completed in this construction season. He commented the Council may wish to delay this, doing so could jeopardize the project from getting completed this year.

City Attorney McCauley Nason recommends the Council do the same with this item as they did with the last, open the Public Hearing and continue it to a later date. The Statute requires a Public Hearing be held, the Public Hearing notices indicated individuals could participate remotely or in person. City Hall doors have been posted with information about participating online for tonight's Hearing. The City Facebook page and the Chamber of Commerce sent out communication indicating the Public Hearings would be continued from tonight's meeting. She stated there is concern people saw that information, relied on it, and are not appearing at the Public Hearing. The recommendation is to open and continue the Hearing to the next meeting at the end of April. There are some legal, Engineering, and project-based concerns.

Mayor Bartholomew asked if moving this to the next meeting in April would help. Interim Public Works Director Eckles responded they could handle the two-week delay. There are still concerns about bidding that late and getting this done before the end of the construction season. They would make their best effort to get it done in the timeline. He stated having people see the notice and not show up to the Public Hearing would put assessments at risk. He agreed to wait for two weeks. Mayor Bartholomew stated April 26th is the next meeting scheduled. Council agreed.

Motion by Gliva second by Murphy to open the Public Hearing and continue this item, Public Hearing to Consider a Resolution 2021-113 Ordering Project and Authorizing Preparation of Plans and Specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th Street), to the April 26th City Council Meeting at 7:00 p.m.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

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. Ordinance 1404

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. Resolution 2021-114

City Planner Allan Hunting stated this is the Third Reading of the Ordinance Amendment to allow the Energy Recovery Facility for Natural Gas and the Conditional Use Permit. The Plans meet all performance standards of the Code. This also includes reviewing the Standard Improvement Agreement, the Stormwater Facilities Maintenance Agreement, and documents for improvements within City easements. Staff recommends approval of both items.

Allen Hunt - Fortistar, stated there is a power facility they previously operated to the east of the proposed location. That facility was constructed in 1990 and has lived its useful life. The next best use of the landfill gas is currently being recovered and flared from Republic Landfill. They would clean the gas. He stated they are partnering with Xcel for injection of the gas and are excited to get the project online. There would be significant emission reduction locally and regionally because there would no longer be routine flaring of gas at the site. There would be minor combustion sources taking care of the combustion of gasses removed to make the RNG (Renewable Natural Gas). He stated they would look to get this project into construction in April/early May and have it up and running by February 1, 2022.

Mayor Bartholomew believes this is a wonderful project and applauds the endeavor to get it going. This solves a problem with flaring, enhances energy recovery and the use of a resource not being used. He stated if there was anything the City can do to help this move along smoothly let them know.

Mayor Bartholomew asked if everyone was in agreement with compliance to the conditions for the Conditional Use Permit. City Planner Hunting responded yes. Mr. Hunt agreed stating they have read the Agreements and agree with what is required.

Mayor Bartholomew stated he supports this for the reasons stated and felt it a wonderful addition to the City. He suggested taking this item in two votes, one requires a 3/5 vote, the other 4/5. Councilmember Gliva stated this is a great project, applauds all efforts, and looks forward to the project.

**Motion by Piekarski Krech second by Gliva to approve WENCK ASSOCIATES (FORTISTAR) -
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. Ordinance 1404**

Ayes: 5

Nays: 0 Motion carried.

**Motion by Piekarski Krech second by Dietrich to approve WENCK ASSOCIATES (FORTISTAR) -
2) Resolution 2021-114 relating to a Conditional Use Permit, improvement agreement and related agreements for an energy recovery facility for the generation of renewable natural gas.**

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 2021-115

City Planner Hunting stated this is the final approval of the first Phase of the Canvas of Inver Grove Heights project. 70th Street is on the South; South Robert Trail is on the west. Phase 1 includes:

- 108 rental detached housing units
- Construction of Allen Way (Collector Street)
- The segment of the public street heading to the east

Phase 2 includes:

- 10 additional homes

Future Phase includes:

- Apartment building

He highlighted small changes from the preliminary to the final:

- Allen Way was narrowed from the right of way from 80 feet to 70 feet.
- Actual paved surface was reduced by 10 feet. This was done to reduce impervious surface and to minimize grading and retaining wall construction.
- In the southeast corner where Allen Way would be, the connection drops down with a wetland. Originally it would have a lot of tall retaining walls, those were taken out of the plan. There would be more grading in the area and a little tree removal. There would not be any impact to the wetland. All items meet Code requirements for reforestation and open space.
- The County requires all roadway improvements, at the intersection.

Staff recommends the final plat and final PUD Development Plan for Phase 1.

Eric Theisen, Watermark Properties, stated they have been working on this project with Staff, the Planning Commission, and the City Council. They like how the final plan has turned out. Mayor Bartholomew asked about the items that have been revised and if they were in agreement to the changes. Mr. Theisen responded they are in agreement.

Councilmember Piekarski Krech asked if changing the grading at the entrance of Allen Way and 70th Street changes the capacity of the pond. City Planner Hunting responded it does not. She was concerned they are not reducing on site capability. Assistant City Engineer Steve Dodge responded he has been working with Alliant Engineering and Consultant, Wenck and Associates, reviewing the stormwater capacity of the ponds. The regional basin capacity for stormwater management have been maintained as part of this development plan. Mark Rausch, Alliant Engineering, agreed stating they have been working to make sure the volume is provided and all that is working together to make sure the flood storage is there. They are providing more flood storage than what is there today.

Mayor Bartholomew stated this is a good addition, likes the concept, is a good fit for the location, a new layout and product, and is excited to see this work. He thanked the Applicant for working closely with Staff and residents. Councilmember Murphy stated this is a great fit for the Community.

Motion by Murphy second by Dietrich to approve WATERMARK PROPERTIES- Resolution 2021-115 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.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew asked when they would begin. City Engineer Tom Kaldunski responded the grading has already begun.

Interim Public Works Director Eckles stated one of things they would do is try to get a safe and efficient intersection on the County Road. They have been working with the County and Developer to develop the intersection. He stated a Public Hearing is not required but would be engaging the neighborhood and seeking their input. More information will be provided to the Council as the project progresses.

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.

Associate Planner Heather Botten stated earlier this year Council directed Staff to review the Ordinance relating to fences in the front and corner front yards. Currently the Fence Code requires fences in the front yard provide at least 75% clear visible opening and cannot be taller than 42 inches. Staff believes the maximum fence height requirement of 42 inches is for public safety. It likely stems from the MnDOT road design manual that states the assumed height of both the driver's eye and the object to be seen are 3.5 feet above roadway surfaces. She stated 42 inches has been in the Code for a long time, another reason could be for aesthetics and uniformity.

She stated Staff looked into the fence requirements of four abutting Cities. It was a split vote on either maximum height of 42 or 48 inches. Staff reached out to two companies that work in the City, they stated the 42-inch type fence is available for purchase, but the 48-inch is a more standard height. Staff continues to find a benefit to the maximum fence height of 42 inches with a 75% clear visible opening due to the public safety standard. Staff believes the residential properties on corner lots are at a disadvantage as they have more than one front yard setback where the maximum height is required.

She stated Staff is in support of an Ordinance change on the corner side of the fence requirements and would support an Ordinance change of a 48-inch height with a 75% clear visible opening on the street side. She stated at the Public Hearing for the Planning Commission, the Planning Commission recommended approval of a 48-inch maximum height in all front yards.

Councilmember Murphy asked about the 75% visibility and how that was determined. Associate Planner Botten responded its determined at the Building Permit process. A review was done by Staff to make sure it meets the clear visibility requirement. Councilmember Murphy asked if the 75% was a formula. Associate Planner Botten responded a chain link fence meets the requirements. With a picket fence, they look at spacing guidelines which would be about 50% visibility.

City Engineer Tom Kaldunski stated he has been Engineering for about 45 years. The requirement MnDOT has had on the 42-inch eye height has been there his entire career and has long standing history. He is in support of it because that is what MnDOT would make them do if looking at site distance issues from their perspective. He stated Engineering would recommend the 42-inch height.

Mayor Bartholomew asked what problem they would be creating if going to the 48-inch height. City Engineer Kaldunski responded MnDOT would not take it out unless it is next to a MnDOT Highway. MnDOT's idea with the 42-inch height is that the driver in the car would have clear visibility of other things behind the fence that are above the same height.

Mayor Bartholomew stated part of the reason they were looking into the 48-inch height was due to possible limited availability of the 42-inch fence height and the standard was going to a 48-inch height. Associate Planner Botten responded it has been what some of the Applicants have said. It has been said that 42-inches is more of a special order and not in stock as much. She stated when reaching out to the two companies, they did state the 42-inch was available, they did not say the cost difference or if it was a special order. Both said 48-inch is a height they have seen in general in front yards.

Councilmember Murphy referenced the image Associate Planner Botten displayed where the front drops to 42-inch and asked if that were what would potentially happen. He asked if it would need to drop in height even if the fence was connected. Associate Planner Botten responded that was correct. Councilmember Murphy stated in his opinion, he does not see a lot of residents being happy with the situation. He did not feel it would look nice. He commented they need to have it one way or the other. Mayor Bartholomew stated there are mixed uses in Communities around us. He believes things have changed, in a residential area, cars are driving at a lower speed. He was not opposed to 48-inches. If it conflicts with MnDOT they would need to go with 42-inches. Associate Planner Botten stated Staff was recommending just the blue area in the diagram be changed, the Planning Commission recommended all front yards.

Councilmember Murphy stated if changing, Planning Commission's recommendation was the way to go. He does not know if it solves the problems. He was not sure residents would be happy dropping the height of the fence because they went from the side of the yard to the front of the yard. His thought was to consider 48" all the way around. Mayor Bartholomew agreed and stated he would be fine with 48-inches as proposed by the Planning Commission.

Councilmember Gliva asked if having 48 inches, and a resident wants to have 42 all the way around, if they could. Mayor Bartholomew responded yes. She stated if having 48 inches and there is an issue, they would have to drop down to 42 inches, where they were anyway. She stated she would be in agreement with whatever is decided being kept the same. She agreed with Planning Commission's recommendation.

Motion by Gliva second by Dietrich to approve the First Reading of an Ordinance to allow fences to be 48 inches in height within the front yard area of a lot for all frontage as listed in the Planning Commission's report.

Ayes: 5

Nays: 0 Motion carried.

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. Resolution 2021-116

Assistant City Engineer Dodge gave a presentation on the NWA Emergency Pumping Systems and Force Main Improvements for Regional Basins EP-027A & EP-034, City Project 2021-03 as follows:

Overview:

- Two 10" force main systems that connect to 70th Street.
- Regional Basin #27 is on the north side of the Canvas Property along Robert Trail.
- #34 is a Regional Basin along 70th Street.
- Each basin is proposed to have a 10" force main installed with the Canvas Development.

- Both meet at an existing storm gravity system currently installed under 70th Street with the roundabout project.
- Basin #27 has a 45-foot rise from the bottom of the basin. This is a Terminal Regional Basin, the last of several basins around and the lowest. This is unique to other Regional Basin areas and why the force main should be installed now with the project.
- Basin #34 has a 30-foot rise.

Project Funding and Schedule:

- Estimated project cost = \$400,224.
- In the feasibility report, costs were above \$600,000.
- Worked well with the Developer and Wenck and Associates to initiate cost effective measures in order to reduce costs.
- Measures implemented would provide roadside pumping locations that eliminate structures (expensive).
- Eliminated a gravity sewer system by running the force mains directly to the 70th Street area.
- Construction schedule would run concurrent with the development.

Recommendation:

- Council adopt the Resolution approving plans and specifications.
- Authorize the Developer to install improvements for City Project 2021-03.

Mayor Bartholomew stated funds were listed as Developer funds and from the Northwest Area Stormwater Fund. He was not aware they delineated between the northwest area and the Stormwater Fund in general. Assistant City Engineer Dodge responded it is from the Northwest Area Stormwater Fund. Those are fees collected from Developers as the northwest area is developed and specifically used for northwest area stormwater improvements like this. He stated these stormwater improvements are being dually funded by both the Northwest Area Fund and by the Developer. It is based off the volume of water with the watershed. It is 14.5% Developer and 85.5% City.

Councilmember Gliva asked how those percentages were broken out. Assistant City Engineer Dodge responded Staff worked with Wenck and the Developer to develop modeling that shows the volume of water coming from impervious spaces. This is based on watershed areas going to the basins. Todd Shoemaker, Wenck, stated it is the amount of water that falls on Canvas versus the area outside of Canvas that drains to the basins.

Interim Public Works Director Eckles stated they had a strategic session over the weekend and discussed a goal of Engineering to try to find ways for process improvement and to streamline some of the processes. It is rewarding to see the effort here. He stated there is a great cost savings as a result of creative work done by Staff, the Developer, and the Consultant. They are hoping to continue to find time to do those types of things and to simplify workloads in terms of process.

Mayor Bartholomew stated it was a significant savings going from \$600,00 to an actual of \$400,000. He appreciated the work Staff and the Interim Public Works Director have done. Councilmember Dietrich agreed and thanked Mr. Eckles for getting that done.

Motion by Dietrich second by Gliva to approve Resolution 2021-116 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. Resolution 2021-116

Ayes: 5

Nays: 0 Motion carried.

Administration:

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

Interim City Administrator Heather Rand stated this is the Second Reading of the Ordinance that would change the meeting start time. City Council meetings are held at 7:00 p.m. This Ordinance suggests they start at 6:00 p.m. A Third Reading will take place at the meeting on April 26th. She stated this would become effective at the May 10th and 24th City Council Meetings.

Mayor Bartholomew stated there was an email received that should be accepted to the Record. City Clerk Kiernan responded the email is from Mark Johnston.

Motion by Murphy second by Gliva to accept the email from Mark Johnston into the Record.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Murphy to approve the Second Reading, Ordinance Amending City Code Related to Council Meeting Times.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

7. PUBLIC COMMENT:

There were no public comments.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated he was thankful for the Strategic Planning meeting held over the weekend. He found it helpful and looks forward to the follow up. He encouraged Councilmembers to get their comments and questions into Staff Members. He thanked Staff.

He thanked everyone for pulling tonight's meeting together at the last minute.

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).

City Attorney McCauley Nason stated the Council is being asked to move into a Closed Session Pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(3) to develop or consider offers or counteroffers for the potential 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). The closed meeting will be held on a separate Zoom log in number and if the Motion is approved will commence immediately. Once the closed portion of the meeting is completed the City Council will reconvene the open meeting portion of tonight's meeting. She stated there being no further items on the Agenda, once back in open session the Council will adjourn the meeting.

Motion by Piekarski Krech second by Gliva to move into Executive Session at 8:12 P.M.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Gliva to adjourn the Executive Session at 8:53 P.M.

Minutes prepared by Recording Clerk Sheri Yourczek

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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 April 21, 2021 to May 4, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending May 4, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$461,196.79
Debt Service & Capital Projects	72,177.46
Enterprise & Internal Service	128,620.76
Escrows	300.25
Grand Total for All Funds	<u><u>\$662,295.26</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 April 21, 2021 to May 4, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-135

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING May 4, 2021**

WHEREAS, a list of disbursements for the period ending May 4, 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	\$461,196.79
Debt Service & Capital Projects	72,177.46
Enterprise & Internal Service	128,620.76
Escrows	300.25
Grand Total for All Funds	<u><u>\$662,295.26</u></u>

Adopted by the City Council of Inver Grove Heights this 10th day of May, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 4/21/2021 - 5/4/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	206634	05/04/2021	Reflective graphics & kit	101.42.4000.421.80700	568.50
AEM FINANCIAL SOLUTIONS, LLC	442982	05/04/2021	25% Financial Process Evaluation	101.41.2000.415.30700	5,362.50
AFSCME COUNCIL 5	INV0112857	04/23/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	814.06
AFSCME COUNCIL 5	INV0112858	04/23/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	59.10
ALEX PRO FIREARMS, LLC.	11987	05/04/2021	Rifle	101.42.4000.421.80700	849.99
ASPEN MILLS	273042	04/27/2021	Clothing / Uniforms	101.42.4000.421.60045	1,148.95
BJORKLUND COMPENSATION CONSULTING, LLC	00004244	05/04/2021	changing rating worksheet and revising prior	101.41.1100.413.30700	65.00
BLACKTOP PROS, LLC	21-0019	04/27/2021	Street patching	101.43.5200.443.40046	14,500.00
CENTURY LINK	04/19/2021	05/04/2021	Monthly service Apr 19 - May 18 2021	101.42.4200.423.50020	45.40
CITY OF SAINT PAUL	IN45015	04/27/2021	Asphalt mix	101.43.5200.443.60016	6,000.54
COMPASS MINERALS AMERICA INC.	781494	05/04/2021	BULK COARSE LA - HWY	101.43.5200.443.60016	18,857.94
DAJ ENTERPRISES LLC (ECO WORKS)	8151	04/27/2021	Clothing / Uniforms	101.44.6000.451.60045	1,287.00
DAKOTA COMMUNICATIONS CENTER	IG2021-04	05/04/2021	April 2021	101.42.4000.421.70502	60,289.20
DAKOTA COMMUNICATIONS CENTER	IG2021-04	05/04/2021	April 2021	101.42.4200.423.70502	4,340.80
DAKOTA COUNTY TECHNICAL COLLEGE	809410	04/27/2021	Pursuit refresher	101.42.4000.421.50080	250.00
DAKOTA CTY FINANCIAL SVCS	00040809R	05/04/2021	March 2021 MHZ subscriber fee	101.42.4000.421.70501	1,656.43
DAKOTA CTY FINANCIAL SVCS	00040809R	05/04/2021	March 2021 MHZ subscriber fee	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	00040809R	05/04/2021	March 2021 MHZ subscriber fee	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	200001093947 4/21	04/23/2021	Electric	101.43.5400.445.40020	1,282.02
DAKOTA ELECTRIC ASSN	200002468379 4/21	04/23/2021	Electric	101.44.6000.451.40020	856.36
DAKOTA ELECTRIC ASSN	200002501658 4/21	04/23/2021	Electric	101.44.6000.451.40020	142.12
DAKOTA ELECTRIC ASSN	200003935632 4/21	04/23/2021	Electric	101.44.6000.451.40020	191.66
DAKOTA ELECTRIC ASSN	200004267134 4/21	04/23/2021	Electric	101.43.5400.445.40020	53.62
DAKOTA ELECTRIC ASSN	200004430542 4/21	04/23/2021	Electric	101.44.6000.451.40020	19.41
DAKOTA ELECTRIC ASSN	200010036635 4/21	04/23/2021	Electric	101.42.4200.423.40020	1,973.24
DCA TITLE	04/28/2021	04/28/2021	Closing-Rechtzigel Land Swamp	101.45.3000.419.30700	1,287.10
EFTPS	CM0003182	04/14/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	(861.08)
EFTPS	INV0112882	04/23/2021	FEDERAL WITHHOLDING	101.203.2030200	58,108.27
EFTPS	INV0112884	04/23/2021	MEDICARE WITHHOLDING	101.203.2030500	17,111.50
EFTPS	INV0112885	04/23/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	50,079.80
EFTPS	INV0112886	04/23/2021	FEDERAL WITHHOLDING	101.203.2030200	988.83
EFTPS	INV0112888	04/23/2021	MEDICARE WITHHOLDING	101.203.2030500	180.46
EFTPS	INV0112889	04/23/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	771.60
EFTPS	INV0112892	04/23/2021	MEDICARE WITHHOLDING	101.203.2030500	7.82
EFTPS	INV0112893	04/23/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	33.46
EFTPS	INV0112895	04/26/2021	MEDICARE WITHHOLDING	101.203.2030500	18.24
EFTPS	INV0112896	04/26/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	77.98
FIRST IMPRESSION GROUP, THE	116043	04/27/2021	Post it note pads	101.42.4000.421.50030	192.00
FLAGSHIP RECREATION LLC	F8749	04/27/2021	SST Doable Clevis, with Bolts	101.44.6000.451.40047	179.00
G & M TREE MOVING INC	2182	04/27/2021	31 nursery trees moved to heritage park	101.44.6000.451.60065	5,735.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0112867	04/23/2021	HSA ELECTION-FAMILY	101.203.2032500	3,873.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0112868	04/23/2021	HSA ELECTION-SINGLE	101.203.2032500	4,764.55
GERTENS	29529/12	04/27/2021	DE Premium Mound Clay	101.44.6000.451.60016	510.00
GERTENS	506963/1	05/04/2021	Poly tree wrap	101.44.6000.451.60016	13.98
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	101.42.4200.423.40020	985.99
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	101.43.5200.443.40020	106.06
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	101.43.5400.445.40020	969.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	101.44.6000.451.40020	1,056.08
HAMLAR, JUNE	05/03/2021	05/04/2021	Mailbox reimbursement	101.43.5200.443.60016	150.00
HILLYARD INC	604300298	04/27/2021	Liners, towels, tissues	101.42.4200.423.60011	559.01
ICMA RETIREMENT TRUST - 457	INV0112855	04/23/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0112856	04/23/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0112869	04/23/2021	ICMA-AGE <49	101.203.2031400	5,405.00
ICMA RETIREMENT TRUST - 457	INV0112870	04/23/2021	ICMA-AGE <49 %	101.203.2031400	7,449.76
ICMA RETIREMENT TRUST - 457	INV0112871	04/23/2021	ICMA-AGE 50+	101.203.2031400	6,100.29
ICMA RETIREMENT TRUST - 457	INV0112872	04/23/2021	ICMA-AGE 50+ %	101.203.2031400	956.93
ICMA RETIREMENT TRUST - 457	INV0112879	04/23/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0112880	04/23/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0112881	04/23/2021	ROTH-AGE <49 %	101.203.2032400	215.54
IGH FIRE RELIEF ASSN	INV0112865	04/23/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	527.25
IGH FIRE RELIEF ASSN	INV0112866	04/23/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	286.00
IGH FIRE RELIEF ASSN	INV0112894	04/26/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	6.25
ING DIRECT	INV0113042	04/23/2021	MSRS-HCSP	101.203.2032200	2,315.90
INTOXIMETERS	679070	04/27/2021	Intoximeter parts/accessories	101.42.4000.421.80700	575.00
KAROWSKI, JAMES	04/06/2021	05/04/2021	EMT class & book	101.42.4200.423.50080	809.88
KAROWSKI, JAMES	04/06/2021	05/04/2021	EMT class & book	101.42.4200.423.60018	230.00
KONRAD, CARLIE	04/30/2021	05/04/2021	Reimbursements for damaged mailbox	101.43.5200.443.60016	75.00
LAFORTE, TONY	04/15/2021	05/04/2021	Pocket Seal	101.42.4200.423.60065	54.98
MADISON NATIONAL LIFE INSURANCE COMPANY	1440142	05/04/2021	May 2021	101.203.2031700	2,975.01
MADISON NATIONAL LIFE INSURANCE COMPANY	1440142	05/04/2021	May 2021	101.41.1100.413.20630	(48.76)
MADISON NATIONAL LIFE INSURANCE COMPANY	1440142	05/04/2021	May 2021	101.42.4000.421.20630	(34.74)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MADISON NATIONAL LIFE INSURANCE COMPANY	1440142	05/04/2021	May 2021	101.43.5000.441.20630	(48.76)
MCKESSON MEDICAL-SURGICAL INC.	18137026	05/04/2021	Battery	101.42.4200.423.60065	396.08
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112860	04/23/2021	CASE #001490481201	101.203.2032100	316.12
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112861	04/23/2021	CASE #001563363401	101.203.2032100	435.16
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112862	04/23/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0112863	04/23/2021	CASE #001521862201	101.203.2032100	186.89
MINNESOTA SODDING COMPANY, LLC	10439	05/04/2021	Rich valley and Skyview sodding	101.44.6000.451.60016	3,445.82
MN DEPT OF REVENUE (PAYROLL)	INV0112883	04/23/2021	STATE WITHHOLDING	101.203.2030300	25,023.88
MN DEPT OF REVENUE (PAYROLL)	INV0112887	04/23/2021	STATE WITHHOLDING	101.203.2030300	346.81
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	101.203.2030900	3,416.95
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	101.41.1100.413.20620	(39.76)
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	101.42.4000.421.20620	103.93
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	101.43.5000.441.20620	(5.86)
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	101.44.6000.451.20620	(24.98)
MN NCPERS LIFE INSURANCE	542000052021	04/27/2021	May 2021 Premiums	101.203.2031600	272.00
NATURE CALLS, INC.	27092	04/27/2021	March 2021	101.44.6000.451.40065	427.90
NEWMAN SIGNS INC	TRFINV029769	04/27/2021	Signs	101.43.5200.443.60016	428.00
OFFICE OF MN. IT SERVICES	DV21030434	05/04/2021	March 2021	101.47.1400.413.40035	291.40
PERA	INV0112873	04/23/2021	PERA COORDINATED PLAN	101.203.2030600	42,208.28
PERA	INV0112874	04/23/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,246.80
PERA	INV0112875	04/23/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0112876	04/23/2021	EMPLOYER SHARE (PERA DEFINED PLAI	101.203.2030600	21.92
PERA	INV0112877	04/23/2021	PERA POLICE & FIRE PLAN	101.203.2030600	22,180.61
PERA	INV0112878	04/23/2021	EMPLOYER SHARE (POLICE & FIRE PLAN	101.203.2030600	33,270.94
PERA	INV0112890	04/23/2021	PERA COORDINATED PLAN	101.203.2030600	35.08
PERA	INV0112891	04/23/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2.70
PINE BEND PAVING, INC.	21-1265	04/27/2021	Minus Limestone	101.43.5200.443.60016	898.43
PIONEER ENGINEERING	210405006	05/04/2021	Rechtzigel Lot Split	101.45.3000.419.30700	1,250.00
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	101.41.1100.413.50025	46.80
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	101.41.1100.413.50025	151.20
SPS COMPANIES, INC.	IV00511551	04/27/2021	Rhodium collar pin	101.42.4200.423.50035	11.80
STREICHER'S	I1496799	04/27/2021	Ammo	101.42.4000.421.60018	11,540.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1986525	04/27/2021	COBRA fees	101.41.1100.413.30550	23.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN1986525	04/27/2021	COBRA fees	101.43.5000.441.30550	23.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007742	04/27/2021	Retiree - Admin Fee	101.42.4000.421.30550	44.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2017247	05/04/2021	Retiree - Admin Fee	101.42.4000.421.30550	37.25
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2017247	05/04/2021	Retiree - Admin Fee	101.43.5000.441.30550	7.45
TDS METROCOM	03/31/2021	05/04/2021	Communication Services	101.47.1400.413.50020	170.61
TEXAS STATE DISBURSEMENT UNIT	INV0112859	04/23/2021	CASE #0012022247	101.203.2032100	401.13
TOTAL TOOL SUPPLY, INC	77123237	05/04/2021	Annual OSHA inspections	101.42.4200.423.30700	450.00
UNIFIRST CORPORATION	090061915	04/27/2021	clothes/uniforms	101.43.5200.443.60045	63.89
UNIFIRST CORPORATION	090061915	04/27/2021	clothes/uniforms	101.44.6000.451.60045	29.31
UNIFIRST CORPORATION	0900616400	04/27/2021	clothes/uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900616400	04/27/2021	clothes/uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900617775	04/27/2021	clothes/uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900617775	04/27/2021	clothes/uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900619111	04/27/2021	Clothes/Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900619111	04/27/2021	Clothes/Uniforms	101.44.6000.451.60045	16.09
VERIFIED CREDENTIALS, INC.	317704	05/04/2021	April background screening	101.41.0000.3214500	71.25
VERIFIED CREDENTIALS, INC.	317713	05/04/2021	April 2021 background screenings	101.41.1100.413.30700	573.00
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0112864	04/23/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WSB & ASSOCIATES, INC.	R-017515-000-3	04/27/2021	MnDNR outdoor rec application assistance	101.44.6000.451.30700	1,709.00
Fund: 101 - GENERAL FUND					455,219.53
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	204.44.6100.452.20620	(11.10)
ST. MARTIN, ANNE	04/26/2021	05/04/2021	Customer cancelled out of program - TA	204.44.0000.3470000	75.00
Fund: 204 - RECREATION FUND					63.90
AHLGREN, ANGELA	04/26/2021	05/04/2021	Customer cancelled bday party with MR	205.207.2070300	12.71
AHLGREN, ANGELA	04/26/2021	05/04/2021	Customer cancelled bday party with MR	205.44.0000.3492900	178.53
ERCOLANO, JOHN FRANCIS	INV0113074	05/04/2021	Red cross water safety instructor course	205.44.6200.453.30700	2,700.00
INNOVATIVE OFFICE SOLUTIONS	SUM-060447	04/28/2021	March 2021	205.44.6200.453.60040	27.42
KOPPELMAN, ALLYSON	04/21/2021	05/04/2021	S	205.44.0000.3493501	297.00
LVC COMPANIES, INC.	57013	05/04/2021	Drain sign + Shipping	205.44.6200.453.60016	28.50
LVC COMPANIES, INC.	57013	05/04/2021	Drain sign + Shipping	205.44.6200.453.60016	28.50
LVC COMPANIES, INC.	57014	05/04/2021	Drain signs + shipping	205.44.6200.453.60016	97.50
LVC COMPANIES, INC.	57014	05/04/2021	Drain signs + shipping	205.44.6200.453.60016	97.50
MILLER'S ELECTRIC	913	05/04/2021	Replace ballast in west rink	205.44.6200.453.40040	388.00
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	205.44.6200.453.20620	(11.10)
TOTAL CONSTRUCTION & EQUIP.	30306	05/04/2021	Pool entrance light repair	205.44.6200.453.40040	1,378.80
VIKING ELECTRIC SUPPLY	S004548155.01	04/27/2021	SYL FO32/V50/ECO - BiPin	205.44.6200.453.60016	345.00
VIKING ELECTRIC SUPPLY	S004548155.01	04/27/2021	SYL FO32/V50/ECO - BiPin	205.44.6200.453.60016	345.00
Fund: 205 - COMMUNITY CENTER					5,913.36
WSB & ASSOCIATES, INC.	R-016668-000-7	04/27/2021	2020 HVP Phase 3 Improvements	402.44.6000.451.30700	2,598.00
Fund: 402 - PARK ACQ. & DEV. FUND					2,598.00
WSB & ASSOCIATES, INC.	R-014704-000-10	04/27/2021	HVP Inclusive Play	437.44.5900.737.30700	1,859.50
Fund: 437 - 2017 IMPROVEMENT FUND					1,859.50

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNION PACIFIC RAILROAD	177049	04/27/2021	Labor public project profesional VI	439.73.5900.739.30700	712.00
Fund: 439 - 2019 IMPROVEMENT FUND					712.00
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	440.74.5900.740.50025	118.80
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	440.74.5900.740.50025	95.40
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	440.74.5900.740.50025	504.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					718.20
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	441.74.5900.741.40020	600.83
Fund: 441 - STORM WATER MANAGEMENT					600.83
ACE IN THE HOLE REAL ESTATE LIMITED PARTNER	04/20/2021	04/27/2021	Refund 2020 special assmt-SA 689 deferred	446.43.0000.3703000	31,544.28
LENNAR CORPORATION - U.S. HOME CORP.	04/23/2021	04/27/2021	Assessment refund	446.43.0000.3703000	29,150.00
PIONEER ENGINEERING	210405007	05/04/2021	Easement description sketch - Project 12104	446.74.5900.746.30300	750.00
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	446.74.5900.746.50025	119.25
Fund: 446 - NW AREA					61,563.53
BARR ENGINEERING COMPANY	23190218.00-294	04/27/2021	Environmental Technical Assistance for Pine	451.75.5900.751.30700	2,254.50
DAKOTA CTY FINANCIAL SVCS	00040583	05/04/2021	Feb 2021 DBB gopher 1 locates	451.45.3000.419.60065	5.40
Fund: 451 - HOST COMMUNITY FUND					2,259.90
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	470.77.5900.770.50025	472.50
Fund: 470 - 2020 IMPROVEMENT FUND					472.50
STANTEC CONSULTING SERVICES INC.	1767889	05/04/2021	IGH General, Project CP2021-08	471.71.5900.771.30300	1,393.00
Fund: 471 - 2021 IMPROVEMENT FUND					1,393.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	501.50.7100.512.40020	4,552.26
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	501.50.7100.512.40020	14,474.32
GOSSMAN, JERAMIE	1413	05/04/2021	Fertilizer & Herbicide application	501.50.7100.512.30700	1,700.00
HAWKINS, INC.	4918705	04/27/2021	50 LB BG Manganese Sulfate	501.50.7100.512.60019	6,661.00
KEYS WELL DRILLING CO	2021030	04/27/2021	Install pump - Parts & Labor	501.50.7100.512.40042	32,590.00
KIMBALL MIDWEST	8834221	05/04/2021	Cap screws	501.50.7100.512.60016	92.50
LONE OAK COMPANIES	04/27/2021	04/28/2021	Utility Bills	501.50.7100.512.50035	868.75
M & J SERVICES, LLC	2346	04/27/2021	Cut & Removed curb ends, poured new concrete	501.50.7100.512.40046	1,000.00
METROPOLITAN COUNCIL	0001123288	04/27/2021	Permit Fee	501.50.7100.512.40043	425.00
METROPOLITAN COUNCIL	0001123428	04/27/2021	Permit Fee	501.50.7100.512.40040	475.00
MID CITY SERVICES, INC.	152881	05/04/2021	Dust mats	501.50.7100.512.40040	55.20
SAFE-FAST, INC.	INV244978	05/04/2021	Python grip textured nitrile, large	501.50.7100.512.60016	51.80
TOTAL CONSTRUCTION & EQUIP.	21648	05/04/2021	Wire mini split A/C @ well 3 & 4	501.50.7100.512.40040	4,707.79
Fund: 501 - WATER UTILITY FUND					67,653.62
DAKOTA ELECTRIC ASSN	200010048618 4/21	04/23/2021	Electric	502.51.7200.514.40020	133.52
EXPERT TREE AND SERVICE AND SCIENCE	5461	04/27/2021	Grind/Cleanup stumps	502.51.7200.514.40043	1,375.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	502.51.7200.514.40020	391.36
LONE OAK COMPANIES	04/27/2021	04/28/2021	Utility Bills	502.51.7200.514.50035	868.75
MPCA	04/14/2021 Gerald Swanson-B	04/22/2021	Class SD test	502.51.7200.514.50080	45.00
MPCA	04/14/2021 Matthew Johnson-B	04/22/2021	Class SB test	502.51.7200.514.50080	45.00
MPCA	04/14/2021 Ryan Boris-B	04/22/2021	Class 5D test	502.51.7200.514.50080	45.00
SCHLOMKA'S VAC TRUCK SERVICE, INC.	10368	04/27/2021	Vac out lift stations	502.51.7200.514.40043	3,087.50
W. W. GOETSCH ASSOCIATES, INC.	105975	04/27/2021	Replacement of 8" check valve	502.51.7200.514.40043	3,371.00
Fund: 502 - SEWER UTILITY FUND					9,362.13
ADIDAS AMERICA INC.	6152956952	04/27/2021	Apparel	503.52.8200.523.76200	1,177.18
ADIDAS AMERICA INC.	6152962373	04/27/2021	Apparel	503.52.8200.523.76200	675.50
ADIDAS AMERICA INC.	6153223367	04/27/2021	Apparel	503.52.8200.523.76200	716.68
ARTISAN BEER COMPANY	3469195	04/27/2021	Beer	503.52.8300.524.76150	313.90
BREAKTHRU BEVERAGE MINNESOTA	339226512	04/27/2021	Alcohol	503.52.8300.524.76150	304.50
CLEVELAND GOLF/SRIXON	6331160 SO	04/27/2021	RTX zipcoreBKS 54 mid rh	503.52.8200.523.76250	112.60
COCA COLA BOTTLING COMPANY	3607210607	04/27/2021	Beverages	503.52.8300.524.76100	425.88
COCA COLA BOTTLING COMPANY	CM0003184	04/21/2021	Credit	503.52.8300.524.76100	(300.00)
COLLEGE CITY BEVERAGE	688025	04/27/2021	Alcohol	503.52.8300.524.76150	276.90
DAKOTA ELECTRIC ASSN	200002013605 4/21	04/23/2021	Electric	503.52.8600.527.40020	236.57
DAVIS, WILLIAM	04/21/2021	04/27/2021	Refund membership - injured in accident	503.207.2070300	20.68
DAVIS, WILLIAM	04/21/2021	04/27/2021	Refund membership - injured in accident	503.52.0000.3483900	290.32
DAVIS, WILLIAM	04/21/2021	04/27/2021	Refund membership - injured in accident	503.52.0000.3483950	37.00
DOLINSKY, SETH	04/21/2021	04/27/2021	Refund membership - moved	503.207.2070300	20.68
DOLINSKY, SETH	04/21/2021	04/27/2021	Refund membership - moved	503.52.0000.3483900	290.32
DOLINSKY, SETH	04/21/2021	04/27/2021	Refund membership - moved	503.52.0000.3483950	37.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	503.52.8600.527.40020	68.15
M & J SERVICES, LLC	2339	04/27/2021	Inverwood new entry sign	503.52.8600.527.50045	1,535.00
M. AMUNDSON LLP	319650	04/27/2021	Candy / snacks	503.52.8300.524.76050	159.88
OAKHEE, KIM	04/21/2021	04/27/2021	Refund membership - Too far away	503.207.2070300	20.68
OAKHEE, KIM	04/21/2021	04/27/2021	Refund membership - Too far away	503.52.0000.3483900	290.32
OAKHEE, KIM	04/21/2021	04/27/2021	Refund membership - Too far away	503.52.0000.3483950	37.00
PING	15650065	04/27/2021	Golf bags	503.52.8200.523.76350	259.40
PING	15657056	04/27/2021	Iron set	503.52.8200.523.76250	481.72
US FOODSERVICE	4504258	04/27/2021	Food & Supplies	503.52.8300.524.60065	78.91
US FOODSERVICE	4504258	04/27/2021	Food & Supplies	503.52.8300.524.76050	873.50
US FOODSERVICE	4504258	04/27/2021	Food & Supplies	503.52.8300.524.76100	162.89
US FOODSERVICE	4568394	04/27/2021	Food	503.52.8300.524.76050	87.19
US FOODSERVICE	4568394	04/27/2021	Food	503.52.8300.524.76100	38.20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WILSON SPORTING GOODS	4534122027	04/27/2021	Clothing / Apparel	503.52.8200.523.76200	50.02
WILSON SPORTING GOODS	4534122027	04/27/2021	Clothing / Apparel, Clubs	503.52.8200.523.76250	536.24
WILSON SPORTING GOODS	4534122027	04/27/2021	Clothing / Apparel	503.52.8200.523.76300	120.11
Fund: 503 - INVER WOOD GOLF COURSE					9,434.92
ABM EQUIPMENT & SUPPLY	0166935-IN	04/27/2021	Wiper blades & freight	603.00.5300.444.40041	359.30
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004394247	04/27/2021	battery, lug, crimp	603.00.5300.444.40041	19.24
BOYER TRUCKS - MINNEAPOLIS	260469	04/27/2021	Repair wiring and replace fuse	603.00.5300.444.40041	709.02
EMERGENCY APPARATUS MAINTENANCE	117046	04/27/2021	Hex head plug	603.00.5300.444.40041	447.63
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW031821-2	04/27/2021	Sound off ghost light surface mount led	603.00.5300.444.40041	172.38
FERRELLGAS	1115447730	04/27/2021	dock 3lb cyl and hazmat fee	603.00.5300.444.40041	57.00
FLEETPRIDE	71559968	04/27/2021	Cable	603.00.5300.444.40041	122.75
FLEETPRIDE	72044272	04/27/2021	Nylon push on male elbows	603.00.5300.444.40041	61.50
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV- 12104 & 22104	04/27/2021	Solar Gardens February 2021	603.00.5300.444.40020	1,244.18
HOSE / CONVEYORS INC	00091854	04/27/2021	Sheet Rubber	603.00.5300.444.60012	31.20
HOSE / CONVEYORS INC	00091931	04/27/2021	Garden hose & reducer	603.00.5300.444.60012	10.31
INTERSTATE POWERSYSTEMS	R001174593-01	04/27/2021	Express assessment + parts	603.00.5300.444.40041	3,951.60
INVER GROVE FORD	5298361	04/27/2021	Screen ASY	603.00.5300.444.40041	39.45
INVER GROVE FORD	5298420	04/27/2021	Fuel tank	603.00.5300.444.40041	13.34
INVER GROVE FORD	5298700	04/27/2021	Motor and fan asy	603.00.5300.444.40041	215.05
KIMBALL MIDWEST	8784113	04/27/2021	L-Gloves	603.00.5300.444.60012	220.00
KIMBALL MIDWEST	8806289	04/27/2021	Cable tie, shrink tube, terminals	603.00.5300.444.60012	123.88
KIMBALL MIDWEST	8810599	04/27/2021	Terminal	603.00.5300.444.60012	37.50
KREMER SERVICES LLC	73451	04/27/2021	Alignment, replace tie rods	603.00.5300.444.40041	1,353.22
L.T.G. POWER EQUIPMENT	257586	04/27/2021	Air filter, pipe	603.00.5300.444.40041	69.30
MACQUEEN EMERGENCY GROUP	W03292	04/27/2021	Tanker/Pumper	603.00.5300.444.40041	4,581.93
MACQUEEN EMERGENCY GROUP	W03410	04/27/2021	Labor	603.00.5300.444.40041	125.00
MACQUEEN EMERGENCY GROUP	P33884	04/27/2021	Washers, rollers deflector	603.00.5300.444.40041	495.86
MACQUEEN EMERGENCY GROUP	W03303	04/27/2021	Switch, rock blk + labor & freight	603.00.5300.444.40041	273.65
MACQUEEN EMERGENCY GROUP	P04990	04/08/2021	Base circuit	603.00.5300.444.40041	(600.00)
MACQUEEN EMERGENCY GROUP	P34007	04/27/2021	Wiper blades and adapter	603.00.5300.444.40041	138.71
MACQUEEN EMERGENCY GROUP	P34077	04/27/2021	Grips and washers	603.00.5300.444.40041	124.57
MACQUEEN EMERGENCY GROUP	P05015	04/27/2021	Cover wheel	603.00.5300.444.40041	66.45
MANSFIELD OIL COMPANY	22307424	04/27/2021	Fuel	603.140.1450060	9,562.64
MANSFIELD OIL COMPANY	22307425	04/27/2021	Fuel	603.140.1450060	2,195.93
MID CITY SERVICES, INC.	152507	04/27/2021	Dust mats	603.00.5300.444.40065	71.00
NATURE CALLS, INC.	27091	04/27/2021	Portable restrooms	603.00.5300.444.40040	120.00
NORTH AMERICAN TRAILER SALES	030004173182	04/27/2021	Battery	603.00.5300.444.40041	638.15
NORTH AMERICAN TRAILER SALES	030004173260	04/27/2021	Battery	603.00.5300.444.40041	408.72
NORTH AMERICAN TRAILER SALES	030004173458	04/27/2021	Battery	603.00.5300.444.40041	382.89
NORTH AMERICAN TRAILER SALES	030004173734	04/27/2021	Pipes	603.00.5300.444.40041	3.70
NUSS TRUCK AND EQUIPMENT	4665344P	04/27/2021	Fittings and valves	603.00.5300.444.40041	229.20
NUSS TRUCK AND EQUIPMENT	4665425P	04/27/2021	Belts and tensioners	603.00.5300.444.40041	775.95
NUSS TRUCK AND EQUIPMENT	4665470P	04/27/2021	Idler Pulley	603.00.5300.444.40041	232.10
O' REILLY AUTO PARTS	1767-138242	04/27/2021	Radiator Cap	603.00.5300.444.40041	5.36
O' REILLY AUTO PARTS	1767-138244	04/27/2021	TPMS SRVC KT	603.00.5300.444.60012	17.10
O' REILLY AUTO PARTS	1767-138245	04/27/2021	Snap in valv	603.00.5300.444.60012	33.30
O' REILLY AUTO PARTS	1767-139154	04/27/2021	MegaCrimp	603.140.1450050	136.88
O' REILLY AUTO PARTS	1767-139185	04/27/2021	Battery	603.00.5300.444.40040	179.52
O' REILLY AUTO PARTS	1767-139227	04/27/2021	Wire set, LSR platinum, cap and rotor	603.00.5300.444.40041	119.08
O' REILLY AUTO PARTS	1767-139256	04/27/2021	IGN wire set	603.00.5300.444.40041	(27.27)
O' REILLY AUTO PARTS	1767-139398	04/27/2021	HYD Filter, Fuel/WTR	603.00.5300.444.40041	71.82
O' REILLY AUTO PARTS	1767-139409	04/27/2021	Nitrile GLV	603.00.5300.444.60012	66.48
O' REILLY AUTO PARTS	1767-139850	04/27/2021	HYD filter	603.140.1450050	19.96
O' REILLY AUTO PARTS	1767-139851	04/27/2021	HYD filter	603.140.1450050	12.30
O' REILLY AUTO PARTS	1767-139852	04/09/2021	HYD filter	603.00.5300.444.40041	(62.14)
O' REILLY AUTO PARTS	1767-140603	04/27/2021	Vacuum tube	603.00.5300.444.60012	4.99
O' REILLY AUTO PARTS	1767-140661	04/27/2021	Copper plug	603.00.5300.444.40041	3.29
POMP'S TIRE SERVICE, INC.	980078703	04/27/2021	GY Eagle RS-A police	603.140.1450050	405.00
PUMP AND METER SERVICE INC	508500	04/27/2021	labor & miscellaneous	603.00.5300.444.40040	145.00
SAFE-FAST, INC.	INV244591	04/27/2021	Gloves	603.00.5300.444.60045	184.80
SOUTH EAST TOWING, Inc.	227332	04/27/2021	Tow	603.00.5300.444.40041	280.00
TOWMASTER TRAILERS INC	437544	04/27/2021	Spring ramps	603.00.5300.444.40041	68.41
TOWMASTER TRAILERS INC	437947	04/27/2021	ASY cart wing	603.00.5300.444.40041	926.00
TOWMASTER TRAILERS INC	438200	04/27/2021	Oak 1 1/2" x 7 5/8" wide x 14'	603.00.5300.444.40041	90.12
TOWMASTER TRAILERS INC	438231	04/27/2021	Driveline, yoke key, yoke pilot	603.00.5300.444.40041	213.46
UNIFIRST CORPORATION	090061915	04/27/2021	clothes/uniforms	603.00.5300.444.40065	138.69
UNIFIRST CORPORATION	090061915	04/27/2021	clothes/uniforms	603.00.5300.444.60045	39.08
UNIFIRST CORPORATION	0900616400	04/27/2021	clothes/uniforms	603.00.5300.444.40065	129.81
UNIFIRST CORPORATION	0900616400	04/27/2021	clothes/uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	0900617775	04/27/2021	clothes/uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900617775	04/27/2021	clothes/uniforms	603.00.5300.444.60045	24.84
UNIFIRST CORPORATION	0900619111	04/27/2021	Clothes/Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900619111	04/27/2021	Clothes/Uniforms	603.00.5300.444.60045	21.14
Fund: 603 - CENTRAL EQUIPMENT					32,563.96
INNOVATIVE OFFICE SOLUTIONS	SUM-060447	04/28/2021	March 2021	604.00.2200.416.60010	525.92
Fund: 604 - CENTRAL STORES					525.92

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUEBSCH SERVICES	20074219	05/04/2021	Mats	605.00.7500.460.40065	163.53
MCKINSTRY ESSENTION LLC	20047689	05/04/2021	Capital planning and BAS optimization	605.00.7500.460.40040	4,037.50
MN LIFE INSURANCE CO	May 2021	05/04/2021	Policy#0027324	605.00.7500.460.20620	(8.32)
Fund: 605 - CITY FACILITIES					4,192.71
AEM FINANCIAL SOLUTIONS, LLC	442983	05/04/2021	25% Software Evaluation	606.00.1400.413.30700	1,862.50
AEM FINANCIAL SOLUTIONS, LLC	442984	05/04/2021	25% Project Mgmt-Software Reconfiguratio	606.00.1400.413.30700	3,025.00
Fund: 606 - TECHNOLOGY FUND					4,887.50
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2284403	25.65
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2296703	29.70
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2297603	27.00
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2297603	43.20
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2298403	32.40
PIONEER PRESS	321572521	03/31/2021	Advertising/Publishing	702.229.2298403	42.30
SOUTH EAST TOWING, Inc.	227293	04/27/2021	Impound	702.229.2291000	100.00
Fund: 702 - ESCROW FUND					300.25
Grand Total					662,295.26



Request for Council Action

Personnel Actions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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:

Alex Otto, Utility Maintenance Helper
Calli Mikkelsen, Pool Attendant
Chad Brooks, Golf Course Laborer
Daniel Alvarez-Roman, Park Maintenance Helper
Elizabeth Ngo, Lifeguard
Heidi O'Donnell, Pool Attendant
Jessica Mayer, Office Support PD
Kassandra Vasquez Sanchez, Childcare Worker
Madelynn Hayes, Utility Maintenance Helper
Nicholas Henseler, Golf Course Laborer
Peder Early, Pool Attendant
Tyler Bushard, Park Maintenance Helper

Voluntary Resignations, Retirements and/or Terminations:

Andrew Blaufuss, Personal Trainer
Katie Stebbing, Fitness Instructor



Request for Council Action

TITLE: Consider acceptance of separate \$150.00 donations to the Police Department.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Melissa Chiodo, Police Chief	Budget amendment requested	X
Prepared by:	Melissa Chiodo	FTE included in current complement	
Reviewed by:	Melissa Chiodo, Police Chief	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider acceptance of a \$150.00 donation to the Inver Grove Heights Police Department from a City resident who wishes to remain anonymous and direct those donations to the police department's K-9 fund

SUMMARY:

April 23, a resident who wishes to remain anonymous came to the Police Station and wanted to meet with Command Staff. The resident presented the department with a \$150.00 donation to be used for police events and/or the K9 program.

The donor expressed gratitude to the police department for their service to the community. The donor has suggested that the funds be used for departmental needs not otherwise funded.

Police Staff sincerely thank this resident for these generous donations!

RESOLUTION NO. 2021-136

**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 \$150.00 to the City, which is to be used for IGH Police K-9 Fund; and

WHEREAS such donation 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 \$150.00 to be used for IGH Police K-9 Fund.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 10th day of May 2021.

INVER GROVE HEIGHTS

Tom Bartholomew

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Approve a resolution supporting, participating in, and adopting the Dakota County All-hazard Mitigation Plan.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Joshua Otis: 651-450-2528	Budget amendment requested	
Prepared by:	Joshua Otis Police Commander	FTE included in current complement	
Reviewed by:	Melissa Chiodo Chief of Police	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a resolution supporting, participating in, and adopting the Dakota County All-hazard Mitigation Plan.

SUMMARY:

Keeping residents safe when disaster strikes is important to Dakota County. The County and all incorporated cities are required to have a hazard plan. The cities may choose to develop their own plan, at their expense, or partner on a multi-jurisdictional plan.

In 2005, 2010, and 2015, the County partnered with cities in the county to prepare a plan to reduce damages related to disaster events and ensure that communities remain eligible for FEMA (Federal Emergency Management Agency) funds to mitigate and recover from disaster.

This multi-jurisdictional plan is the Dakota County All-Hazard Mitigation Plan, it was approved in 2006, 2011, and 2016. FEMA requires the plan be updated every five years: an updated plan is due in 2021.

In 2016, the City of Inver Grove Heights previously, through a resolution, partnered with Dakota County Emergency Management to be part of the multi-jurisdictional plan.

RECOMMENDATION:

Staff recommends once again that the City of Inver Grove Heights partner with Dakota County Emergency Management through a resolution to be part of Dakota County All-Hazard Mitigation Plan.

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

Resolution to Participate in the Dakota County All-Hazard Mitigation Plan

RESOLUTION NO. 2021- 137

WHEREAS, the County of Dakota coordinated the preparation of an initial multi-jurisdiction all-hazard mitigation planning process in 2006 as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Dakota County All-Hazard Mitigation Plan was updated and approved in 2011 and 2016 with participation by the cities within Dakota County; and

WHEREAS, federal law requires the plan be updated every five years and the next update is due in 2021; and

WHEREAS, the City of Inver Grove Heights participated in drafting the 2016 Dakota County All-Hazard Mitigation Plan, and later reviewed and approved the plan; and

WHEREAS, the Act requires public involvement and local coordination among local units of government and businesses as part of the planning process; and

WHEREAS, the plan must include descriptions of land uses and development trends, risk assessment including past hazards, hazards that threaten the county, maps of hazards, and estimates of structures at risk; and

WHEREAS, the plan must include a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs, in addition to; and a maintenance or implementation process including plan updates, integration of the plan into other planning documents, and public education components; and

WHEREAS, approval of the all-hazard mitigation plan update will continue the County's and participating community's eligibility to receive federal and state Hazard Mitigation Grant Program projects grants; and

WHEREAS, this resolution does not preclude the City of Inver Grove Heights from preparing its own plans sometime in the future should they desire so.

NOW, THEREFORE BE IT hereby RESOLVED, that the City of Inver Grove Heights supports the Dakota County All-Hazard Mitigation Plan planning effort, agrees to participate with the County in preparing an update to be the multi-jurisdictional plan, and recognizes that the plan will apply within the townships.

Adopted by the City Council of Inver Grove Heights this 10th day of May 2021.

Ayes:

Nays:

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Release of Goodyear Property Located at 5641 Blackburn Lane from Recorded Development Contract and Grading Agreement

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:		Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Timothy J. Kuntz, City Attorneys Office	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The owner of the Goodyear store located at 5641 Blackburn Lane is selling the property and has requested that the City release two old agreements recorded against the property in 1999 and 2000 to clean-up the title prior to conveying the property. The City has reviewed the two agreements and has agreed that the obligations required by the owner under the agreement have been fulfilled and that the agreements may be released from the Goodyear property.

SUMMARY:

The Council is asked to consider the following document at the May 10, 2021 Council meeting:

Release of Lot 1, Block 1 Bishop Heights Third Addition From A Grading And Erosion Control Agreement For Outlot A, Bishop Heights 2nd Addition Recorded As Dakota County Doc. No. 1662829 And From A Development Contract For PGL Property Holdings, L.L.C. Recorded As Dakota County Doc. No. 1723978.

**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. WOLFGRAM
CASSANDRA J. BAUTISTA
AMANDA J. JOHNSON

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorneys Office
DATE: May 10, 2021 Council Meeting
RE: Release of Goodyear Property Located at 5641 Blackburn Lane from
Recorded Development Contract and Grading Agreement

Section 1. Background. The owner of the Goodyear store located at 5641 Blackburn Lane is selling the property and has requested that the City release two old agreements recorded against the property in 1999 and 2000 to clean-up the title prior to conveying the property. The City has reviewed the two agreements and has agreed that the obligations required by the owner under the agreements have been fulfilled and that the agreements may be released from the Goodyear property.

The two agreements are:

1. A Development Contract for PGL Property Holdings, L.L.C. recorded on October 12, 2000 as Dakota County Document No. 1723978 (hereafter the "Development Contract").
2. A Grading and Erosion Control Agreement for Outlot A, Bishop Heights 2nd Addition recorded on December 29, 1999 as Dakota County Document No. 1662829 (hereafter the "Grading Agreement").

The documents referenced above set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to Lot 1, Block 1, Bishop Heights 3rd Addition, Dakota County, Minnesota. The City has confirmed that the requirements and obligations set forth in the above listed documents have been fulfilled and that Lot 1, Block 1, Bishop Heights 3rd Addition may be released from the documents.

Section 2. Council Action. At the May 10, 2021 Council meeting the Council is asked to consider the attached *Release of Lot 1, Block 1 Bishop Heights Third Addition From A Grading And Erosion Control Agreement For Outlot A, Bishop Heights 2nd Addition Recorded As Dakota County Doc. No. 1662829 And From A Development Contract For PGL Property Holdings, L.L.C. Recorded As Dakota County Doc. No. 1723978.*

**RELEASE OF LOT 1, BLOCK 1 BISHOP HEIGHTS 3RD ADDITION FROM A
GRADING AND EROSION CONTROL AGREEMENT FOR OUTLOT A, BISHOP
HEIGHTS 2ND ADDITION RECORDED AS DAKOTA COUNTY DOC. NO. 1662829
AND FROM A DEVELOPMENT CONTRACT FOR PGL PROPERTY HOLDINGS,
L.L.C. RECORDED AS DAKOTA COUNTY DOC. NO. 1723978**

This RELEASE OF LOT 1, BLOCK 1 BISHOP HEIGHTS 3RD ADDITION FROM A GRADING AND EROSION CONTROL AGREEMENT FOR OUTLOT A, BISHOP HEIGHTS 2ND ADDITION RECORDED AS DAKOTA COUNTY DOC. NO. 1662829 AND FROM A DEVELOPMENT CONTRACT FOR PGL PROPERTY HOLDINGS, L.L.C. RECORDED AS DAKOTA COUNTY DOC. NO. 1723978 (hereafter "Release") is executed and delivered as of the 10th day of May, 2021, by the City of Inver Grove Heights, a Minnesota municipal corporation (the "City").

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals herein contained, the City recites as follows:

RECITALS:

WHEREAS, a Development Contract for PGL Property Holdings, L.L.C. was recorded on October 12, 2000 as Dakota County Document No. 1723978 (hereafter the "Development Contract").

WHEREAS, the Development Contract set forth certain requirements and obligations that the developer needed to perform in connection with construction of improvements relating to Lot 1, Block 1, Bishop Heights 3rd Addition, Dakota County, Minnesota.

WHEREAS, the owner of Lot 1, Block 1 Bishop Heights 3rd Addition, Dakota County, Minnesota has requested that the City release the Development Contract since the requirements and obligations set forth in the Development Contract have been fulfilled and because the Development Contract is an encumbrance on the property.

WHEREAS, the City has confirmed that the requirements and obligations set forth in the Development Contract have been fulfilled and that Lot 1, Block 1, Bishop Heights 3rd Addition may be released from the Development Contract.

WHEREAS, a Grading and Erosion Control Agreement for Outlot A, Bishop Heights 2nd Addition was recorded on December 29, 1999 as Dakota County Document No. 1662829 (hereafter the "Grading Agreement").

WHEREAS, the Grading Agreement set forth terms and conditions relating to the removal of a dirt stockpile and the construction of a temporary sediment pond on Outlot A, Bishop Heights 2nd Addition, Dakota County, Minnesota. The property comprising Outlot A, Bishop Heights 2nd Addition was eventually re-platted into the plat of Bishop Heights 3rd Addition.

WHEREAS, the owner of Lot 1, Block 1, Bishop Heights 3rd Addition, Dakota County, Minnesota has requested that the City release the Grading Agreement since the requirements and obligations set forth in the Grading Agreement have been fulfilled and because the Grading Agreement is an encumbrance on the property.

WHEREAS, the City has confirmed that the requirements and obligations set forth in the Grading Agreement have been fulfilled and that Lot 1, Block 1, Bishop Heights 3rd Addition may be released from the Grading Agreement.

NOW, THEREFORE, the City hereby confirms and releases the following:

1. The requirements and obligations set forth in the Development Contract have been fulfilled and Lot 1, Block 1, Bishop Heights 3rd Addition may be released from the Development Contract.
2. The City hereby releases Lot 1, Block 1, Bishop Heights 3rd Addition from the Development Contract.
3. The requirements and obligations set forth in the Grading Agreement have been fulfilled and Lot 1, Block 1, Bishop Heights 3rd Addition may be released from the Grading Agreement.
4. The City hereby releases Lot 1, Block 1, Bishop Heights 3rd Addition from the Grading Agreement.
5. The fee owner of Lot 1, Block 1, Bishop Heights 3rd Addition may record this Release with the Dakota County Recorder.

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

IN WITNESS WHEREOF, the undersigned has executed this Release as of the day and year first above written.

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 10th day of May, 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

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



Request for Council Action

TITLE: Resolution Amending 2021 General Fund budget for Public Data Request Platform for Administration and Police Department (JustFOIA)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	\$ 7,800
Prepared by:	Rebecca Kiernan, City Clerk	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 Administration Department software initiatives by utilizing funds in the general budget to be used for a Data Request Website Platform. Currently, there is not a system in place to track public data requests for both the Police department and City Hall. Staff are manually tracking these items in spreadsheets and outlook.

- \$ 7,800 - Implementation of Data Request Platform (2021 Implementation)
- \$ 9,450 - Recurring annual subscription (starting in 2022 will build into the 2022 Technology budget going forward)

SUMMARY:

Over the course of the last year, the City Clerk has identified a technology related need for tracking Public Data Requests. The technology improvements proposed above will save valuable staff time by automating the process for both Public Data Request for both Administration and the Police Department.

Staff have selected JustFOIA as the vendor of choice out of the three demonstrations due to the fact that they have integrated with Laserfiche, our current record retention software. Laserfiche currently does not have a product developed to fit our needs.

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

RESOLUTION NO. 2021-138

**RESOLUTION AUTHORIZING 2021 BUDGET ADJUSTMENT TO THE GENERAL FUND
FOR POLICE AND ADMINISTRATION SOFTWARE INITIATIVES**

WHEREAS, Administration and Police staff have identified several technology-related needs for the department, and

WHEREAS, the cost of moving forward with this project is estimated will save staff time now and in the future; and

WHEREAS, the cost will continue yearly (\$9,450) until subscription is cancelled, and

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

101.41.1100.413.50070 Dues, Licenses & Subscriptions \$ 7,800.

Adopted by the City of Inver Grove Heights this 26th day of April 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 26678

INITIAL JUSTFOIA SYSTEM ORDER

Pursuant to Master Services Agreement No. 26678 ("**Agreement**"):

This Initial JustFOIA System Order, designated as Addendum No. 1 is entered into as of _____, 2021 ("**Addendum Effective Date**") , by and between JustFOIA and Customer and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc. ("JustFOIA")

Signed: _____

Name: _____

Title: _____

Date: _____

INVER GROVE HEIGHTS, MN ("Customer")

Signed: _____

Name: Tom Bartholomew

Title: Mayor

Date: 5-10-2021

PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Ship/Bill to: Rebecca Kiernan rkiernan@ighmn.gov

Client Name: Inver Grove Heights, MN

Quote Number: 19790

Quote Type: New JustFOIA System

Quote Date: April 29, 2021

Subscription Period Start Date: June 13, 2021

Subscription Period End Date: June 12, 2022

Product Description:	Qty.	Unit Cost	Total
JustFOIA ANNUAL SUBSCRIPTION			
☒ JustFOIA Subscription City Pricing Tier 3: 30,000 - 69,999	1	\$6,000.00	\$6,000.00
☒ 500 GB of Storage	1	Included	Included
☒ Laserfiche Integration	1	\$1,200.00	\$1,200.00
☒ Redaction	1	\$900.00	\$900.00
☒ Training Center for JustFOIA	1	\$900.00	\$900.00
JustFOIA Annual Recurring Subscription Subtotal			\$9,000.00

GRAND TOTAL - RECURRING ANNUAL SUBSCRIPTION	\$9,000.00
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Service Description:	Qty.	Unit Cost	Total
JustFOIA SERVICE PACKAGES			
☒ Standard Implementation <i>Detailed Project Plan, Up to 3 Business Processes, Security Configuration for Up to 50 Staff Members, Not to Exceed 6 Hours of Remote User and Administrative Training, 2 Remote Process Analysis Sessions, and Configuration of Up to 4 Email Template. Excludes Structured Workflow Configuration and Implementation.</i>	1	\$4,440.00	\$4,440.00
☒ Laserfiche Integration Configuration	1	\$370.00	\$370.00
☒ Redaction Configuration and Training	1	\$370.00	\$370.00
Service Packages Subtotal			\$5,180.00

GRAND TOTAL - ONE-TIME SERVICES	\$5,180.00
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☒ Initial Services Discount <i>Discount is based on this quote and if the quote changes the discount amount is subject to change.</i>	1	(\$4,810.00)	(\$4,810.00)
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☒	Laserfiche Integration Promotion - Subscription Discount Discount is based on this quote and if the quote changes the discount amount is subject to change. <i>**Expires 6/30/2021**</i>	1	(\$1,200.00)	(\$1,200.00)
☒	Laserfiche Integration Promotion - Services Discount Discount is based on this quote and if the quote changes the discount amount is subject to change. <i>**Expires 6/30/2021**</i>	1	(\$370.00)	(\$370.00)

YEAR 1 ORDER COST	\$7,800.00
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$9,450.00

All Quotes are Valid for 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement, at an amount equal to 105% of the prior year's billed amount.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All Service Packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
All Recurring Annual Subscription and Supplemental Support Services	▪ Initial Sale: Upon providing Customer online access to the Solution. ▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	▪ Upon delivery completion and Customer acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

TECHNICAL & PROACTIVE SUPPORT

JustFOIA offers both technical, proactive, and supplemental support options, covering additional training and assistance to administrators and users.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided by email or telephone during business hours of 8:00 a.m. to 8:00 p.m. Eastern Time. Customer can designate several individuals to be technical support contacts. There is no limit on the number of technical support calls that can be made. Customers may contact JustFOIA support through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633). JustFOIA customers receive the following benefits:

- Free software updates
- Periodic user webinars
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

PROACTIVE SUPPORT

JustFOIA's dedicated Customer Success Specialist will continue to assist with post-implementation customer success, serving as a resource for questions and answers and throughout the year to discuss optimal system usage and ensure satisfaction.

SERVICE PACKAGES

STANDARD IMPLEMENTATION

CUSTOMER REQUIREMENTS

- Provide a mapped out/narrative of current business process and requirements
- Fill out configuration form
- Attend Admin and Power User training
- Training of basic users
- User Acceptance testing

JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Lead a remote information-gathering session to understand, guide, and recommend process improvement
- Establish and configure initial user security credentials and roles for up to 50 employees
- Configure three (3) business process forms and necessary workflow statuses
- Set up current departments and observed holidays
- Configure four (4) email templates and request web pages related to the processes
- Configuration and training for purchased platform add-ons
- Provide Technical support through user testing before going live
- Conduct Remote Administrative trainings (not to exceed two (2) hours total); recordings made available in Training Center
- Conduct Remote Power User trainings (not to exceed four (4) hours total); recordings made available in Training Center
- Deploy site in the Microsoft Azure Government Cloud
- Handoff to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

LASERFICHE INTEGRATION CONFIGURATION

CUSTOMER REQUIREMENTS

- Verify version 9.2.1 or later of the Laserfiche Server
- Install CWSAPI on DMZ
- Restrict Firewall port access (443)
- Grant remote server access to JustFOIA as necessary during configuration

JustFOIA TASKS & DELIVERABLES

- Configure and implement Laserfiche integration
- Complete testing and training

REDACTION CONFIGURATION AND TRAINING

CUSTOMER REQUIREMENTS

- Provide state Exemption Codes

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Redaction module
- Complete testing and training

EXCEPTIONS

- Building custom RegEx
- Creating new email templates

DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include: text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license.

JustFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully-indexed, recorded training sessions

ASSUMPTIONS

SIMPLE HARDWARE/SOFTWARE REQUIREMENTS

The Solution is web-based, and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no Customer-side software is required. The following browsers are supported: Microsoft Internet Explorer version 10 or higher; Microsoft Edge, most recent stable version; Google Chrome, most recent stable version; Mozilla Firefox, most recent stable version; Apple Safari most recent stable version.

USE OF ASANA

Through the course of this project, JustFOIA may choose to utilize the third-party service Asana (<http://asana.com/>) for project management and team collaboration. Documentation and correspondence exchanged between JustFOIA and Customer may be stored in Asana. Customer acknowledges that Asana is responsible for secure storage of this documentation, and agrees that Asana's security guidelines located at <https://asana.com/trust> are acceptable for the storage of Customer's data and correspondence exchanged with JustFOIA.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed, for example, hosting files, or sharing them. Customer is giving JustFOIA the authority needed to do those things solely to provide the Services. This permission also extends to trusted third parties JustFOIA works with to provide the Services.

To be clear, aside from the rare exceptions identified in our Privacy Policy, no matter how the Services change, JustFOIA will not share your content with others, including law enforcement, for any purpose unless directed by Customer.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Services. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Terms.

CUSTOMER RESPONSIBILITIES

Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise use while using the Services. Customer must not upload malware or any other malicious software to the Service. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to the Solution.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Services and agrees not to disclose passwords to any third party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer should immediately notify JustFOIA of any unauthorized use of your account.

Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Services, and that the Services will only be used in a manner consistent with the Order. Due to the intended use of the Solution being focused on "Open Records" Requests, JustFOIA assumes that only public and non-confidential data will be uploaded to the solution.

OTHER CONTENT

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources. Also, if JustFOIA provides you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Customer's information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

DATA RETENTION

JustFOIA will retain Customer's information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer's information to provide the Solution, Customer may request for JustFOIA to delete its account. JustFOIA may retain and use Customer's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer's information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete from its server's files that Customer has in common with other users.

JustFOIA IS AVAILABLE "AS-IS"

Though JustFOIA wants to provide a great service, there are certain things about the Solution we cannot promise. For example, the Solution is provided "as is", at Customer's own risk, without express or implied warranty or condition of any kind. JustFOIA also disclaims any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Solution. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to Customer.



Request for Council Action

TITLE: Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill. (Fortistar)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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:

A Clerical error was made on April 12, 2021 City Council packet where this resolution was not listed on the agenda but was included in the packet material.

This resolution is in regard to Fortistar who is proposing to construct a renewable natural gas processing plant on the west 100 acres next to the Pine Bend Landfill. The original request required an amendment to the IRM district and a conditional use permit for the operation but failed to list the Resolution Amending Resolution No. 6465 Granting a Non-Conforming Use Certificate for Pine Bend Sanitary Landfill for a Sanitary Landfill.

SUMMARY:

Staff recommends approving this resolution so that this project may continue to proceed.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021- 139

**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. 21-114, 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. 21-114 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 10th day of May, 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 10th day of May, 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:** VANSOUTH - (CARIBOU COFFEE CABIN)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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 the Improvement Agreement and related agreements for the new detached Caribou Coffee Cabin at the Southridge Shopping Center

- Requires a 3/5th's vote.

SUMMARY:

On November 23, 2020, the Council approved the conditional use permit for the coffee shop. The improvement agreements were still being worked out and not ready at for that meeting. The developer has modified some of their plans since original approval. Documents finally in place to move forward.

ANALYSIS

Documents to approve cover the developer cost and responsibilities for private/public improvements associated with the project. Documents include the Improvement Agreement, Stormwater Facilities Maintenance Agreement, Encroachment Agreement, Street Light Agreement and Utility Easement Agreement. These are standard agreements that are part of nearly all developments in the city.

RECOMMENDATION:

Staff: Engineering recommends approval of the documents.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-152

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MN

**CASE NO. 20-39CUP
(Vansouth Limited Partnership)**

WHEREAS, a conditional use permit was approved by the City Council on November 23, 2020;

WHEREAS, a condition of approval required an Improvement Agreement be approved by the City Council;

WHEREAS, the Improvement Agreement and agreements were not drafted at time of conditional use permit approval, but have now been drafted and negotiated with the applicant;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Improvement Agreement, Storm Water Facilities Maintenance Agreement, and related agreements for Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, MN are hereby approved.

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 10th day of May, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS (Agreement) is made this 10th day of May, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Vansouth Limited Partnership, a Minnesota 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:

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota.

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

The Permanent Drainage and Utility Easement dated May 10, 2021 between the City and Landowner recorded as Dakota County Document No. _____ located on Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Vansouth Limited Partnership, a Minnesota 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: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Vansouth Limited Partnership
4916 IDS Center
80 S 8th Street
Minneapolis, MN 55402-2226

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 private sign, trash enclosure, access driveway and parking areas located on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all 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 the depictions attached as **Exhibit A** which identify the location of the Landowner Improvements. The Construction Plan is on file with the City.

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 and/or retain 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 placed and/or remain 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 DOES 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 retain the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, walls, irrigation systems or buildings within the City Easement except for the Landowner Improvements and similar improvements which, once placed in the City Easement, shall be deemed to be part of the Landowner Improvements such as, for illustrative purposes, the irrigation system serving the Subject Land. 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 construction, maintenance, replacement or repair of the Landowner Improvements.

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

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements 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. Should the City desire to require the Landowner to temporarily remove and subsequently replace the Landowner Improvements, the City shall notify the Landowner of such desire and consult with the Landowner to minimize the extent of damage to the Landowner Improvements and to minimize the Cost Differential.

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 thirty (30) days from the date of the Formal Notice to perform the tasks; provided, however, if such tasks are not susceptible of being completed within thirty (30) days, the thirty (30) day period shall be extended so long as Landowner commenced such tasks within the thirty (30) day period and diligently prosecutes such tasks to completion. If the Landowner has not completed the work within the thirty (30) 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 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 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 materially 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. Should the City desire to require the Landowner to make modifications to the Landowner Improvements, the City shall notify the Landowner of such desire and consult with the Landowner to minimize the extent of damage to the Landowner Improvements. Notwithstanding the foregoing, the City shall not require the Landowner to make such modifications to the Landowner Improvements if an alternative exists that will address the City's concerns regarding access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements and have a less detrimental impact on the operations of the Subject Land.

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 date of the Formal Notice to make the modifications; provided, however, if such modifications are not susceptible of being completed within thirty (30) days, the thirty (30) day period shall be extended so long as Landowner commenced such modifications within the thirty (30) day period and diligently prosecutes such modifications to completion. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

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

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

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

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

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

On this 10th day of May, 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

**LANDOWNER:
VANSOUTH LIMITED PARTNERSHIP**

By: Southridge Shopping Center LLC,
a Minnesota limited liability company
its general partner

By: _____
Bianca M. Fine
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN_) ss.

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Bianca M. Fine, to me personally known, who being by me duly sworn, did say that she is the Chief Manager of Southridge Shopping Center, LLC, a Minnesota limited liability company, the general partner of Vansouth Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Vansouth Limited Partnership by authority of its general partner Southridge Shopping Center LLC.

Notary Public

This instrument was drafted by:

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

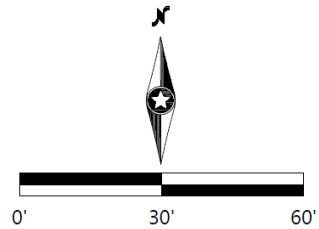
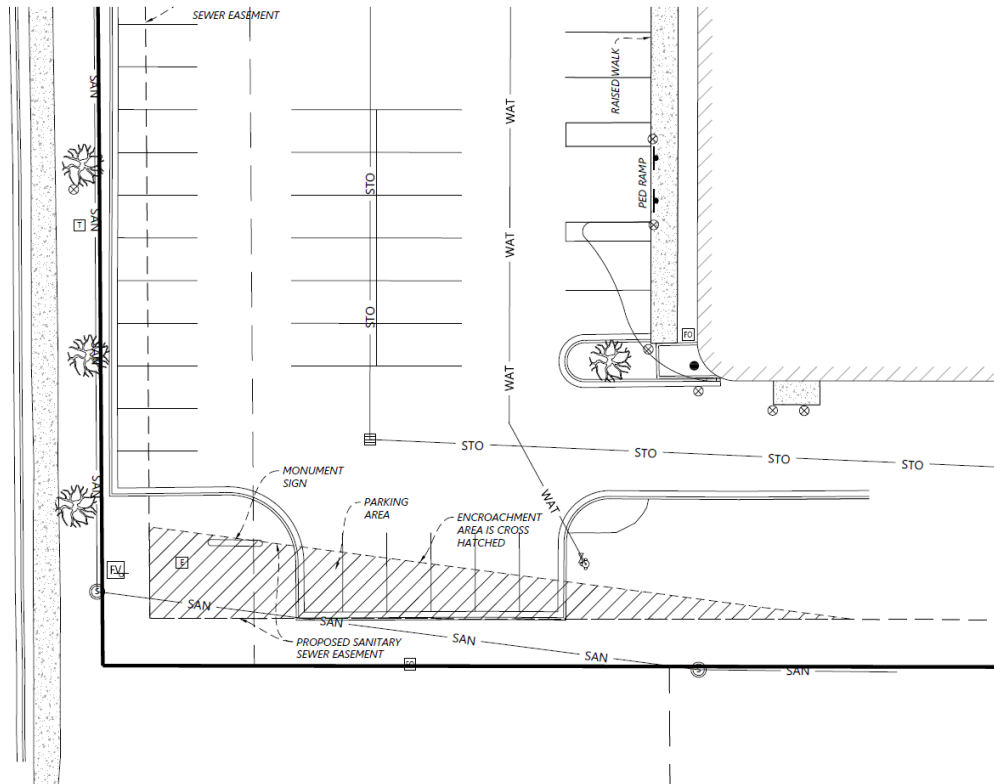
After recording, please return to:

Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A CONSTRUCTION PLAN

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ENCROACHMENT EXHIBIT



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**Caribou Coffee
Cabin**

Inver Grove Heights, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55543
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

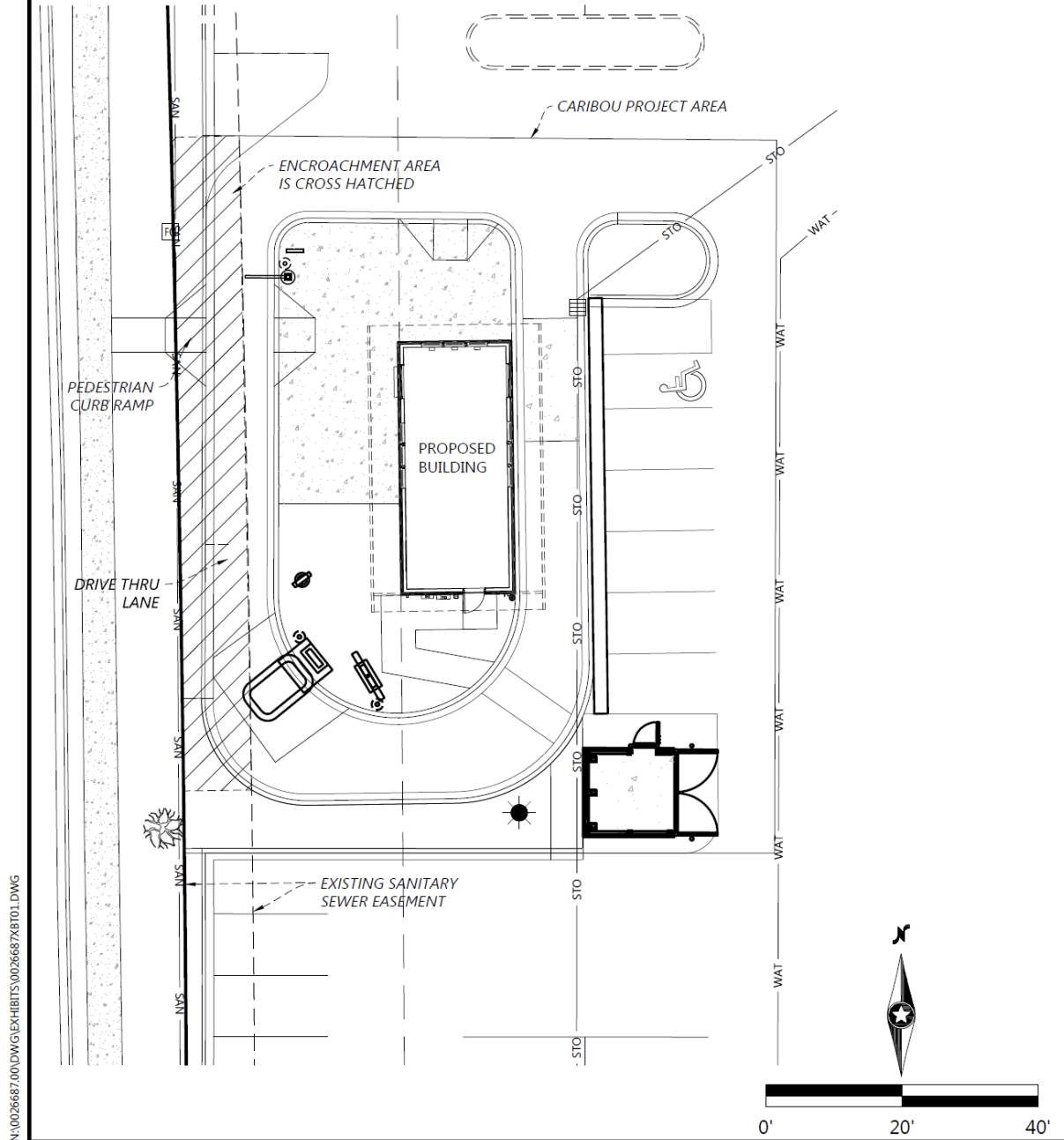
EXHIBIT A-1

SHEET NUMBER:

1 OF 2
DATE: 03/17/21

PROJECT NUMBER: 0026687.00

ENCROACHMENT EXHIBIT



N:\0026687\00\DWG\EXHIBITS\0026687X8T01.DWG

**Caribou Coffee
Cabin**

Inver Grove Heights, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

EXHIBIT A-2

SHEET NUMBER:

2 OF 2

DATE: 03/17/21

PROJECT NUMBER: 0026687.00

**IMPROVEMENT AGREEMENT FOR
LOT 2, BLOCK 1, HOME DEPOT OF
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 2, BLOCK 1, HOME DEPOT OF INVER
GROVE HEIGHTS, DAKOTA COUNTY, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 10th day of May, 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 associated with Lot 2, Block 1, Home Depot of Inver Grove Heights.

WHEREAS, in conjunction with the granting of these approvals the City requires grading, drainage and erosion control improvements as well as private water main, private sanitary sewer and private storm sewer improvements.

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 Vansouth Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

1.4 Owner. "Owner" means Vansouth Limited Partnership, a Minnesota limited partnership, 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.) Watershed District

- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests 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:

- 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, 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.** Except as set forth in Schedule 1.19 attached hereto, 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. 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. **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 Developer Improvements may be lawfully constructed.

I. **Fee Title/Ownership Interest.** Vansouth Limited Partnership, a Minnesota limited partnership, owns fee title to the Subject Property.

J. **Plan Compliance.** To Developer's best knowledge, the Development Plans comply with all County, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plan compliance shall include compliance with variances, if any, 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: Vansouth Limited Partnership
4916 IDS Center
80 S 8th Street
Minneapolis, MN 55402-2226

If to Owner: Vansouth Limited Partnership
4916 IDS Center
80 S 8th Street
Minneapolis, MN 55402-2226

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 of this Improvement Agreement, the Development Plans are hereby approved by the City.

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 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 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 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. The City hereby acknowledges and agrees that prior to the execution of this Agreement the Director of PWD approved Jaeger Construction, LLC as Developer's contractor and Westwood as Developer's engineer.

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) 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 Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the 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. 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 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 for Lot 2, Block 1, Home Depot of Inver Grove Heights
- Street Light Agreement for Lot 2, Block 1, Home Depot of Inver Grove Heights
- Agreement Relating to Landowner Improvements Within City Easement for Lot 2, Block 1, Home Depot of Inver Grove Heights (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 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 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. Intentionally omitted.
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. Intentionally omitted.

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 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. Provided the City is not in Default under the Improvement Agreement 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 attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, 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.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) delays in construction of the Developer Improvements.

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 30 days to cure, Developer shall, within the 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. 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 shall within thirty (30) days after written billing by the City reimburse the City for any 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 Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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 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 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 Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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 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 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 and of the Developer. 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. 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 or 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.

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

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)
) ss.
COUNTY OF DAKOTA)

On this 10th day of May, 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 AND DEVELOPER:
VANSOUTH LIMITED PARTNERSHIP**

By: Southridge Shopping Center LLC,
a Minnesota limited liability company,
its general partner

By: _____
Bianca M. Fine
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN_) ss.

On this ____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Bianca M. Fine, to me personally known, who being by me duly sworn, did say that she is the Chief Manager of Southridge Shopping Center, LLC, a Minnesota limited liability company, the general partner of Vansouth Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Vansouth Limited Partnership by authority of its general partner Southridge Shopping Center LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

SCHEDULE 1.19

Caribou Coffee Operating Company, Inc., a Minnesota corporation (“Caribou”), a tenant of the Subject Property, has claimed that it is entitled to a tenant improvement allowance, a claim that Developer disputes. Caribou has threatened to pursue litigation to recover the tenant improvement allowance that Caribou alleges it is owed. Developer intends to defend such litigation. The outcome of such litigation if adversely decided will not impair the ability of Developer to perform its obligations under the Agreement.

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
C000 Cover (C000)	4-15-21	Westwood
C100 Aerial Survey (C100)	4-15-21	Westwood
Existing Conditions and Removals Plan (C101)	4-15-21	Westwood
Site Plan (C200)	4-15-21	Westwood
Grading, Drainage, & Erosion Control Plan (C300)	4-15-21	Westwood
Utilities Plan (C500)	4-15-21	Westwood
Civil Details (C600)	4-15-21	Westwood
Civil Details (C601)	4-15-21	Westwood
Landscape Plan (L100)	4-15-21	Westwood

The above-listed Development Plans were approved by the City Engineer on April 20, 2021. The Development Plans also include compliance by the Developer with the conditions set forth in the following correspondence (the “City Engineer Memo”):

1. Engineering review memo from Jake Moser to Allan Hunting dated April 20, 2021.

The City Engineer Memo is 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 building permit, whichever occurs first	grading, drainage, sediment and erosion control
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	storm water improvements (storm sewer pipes & CB's)
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	installation of private water service lines and sanitary sewer service lines
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	surface improvements (parking lot, dries, curb, ped ramps)
X	12-31-2021, or prior to issuance of certificate of occupancy, whichever occurs first	site landscaping*
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.

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION OF DEVELOPER IMPROVEMENTS BEGINS ON THE SUBJECT PROPERTY.**

Before construction of the Developer Improvements 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, and Barr Engineering 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 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
 - Street Light Agreement
 - Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement)
 - Permanent Drainage and Utility Easement

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

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.) 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.
- 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 storm water facilities (including the private storm sewer pipes and CB's) must be completed and approved by the City Engineer.
- c.) The private water service lines and private sanitary sewer service lines shall be extended to the Subject Property.
- d.) Grading, drainage, and site landscaping must be completed, with the exception provided in Exhibit C.
- e.) Certified as-builts shall be submitted to the City.
- f.) The surface improvements (parking lot, dries, curb and ped ramps) shall be completed.
- 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 (if applicable) 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 –sewer extension permit
 - MPCA – NPDES General Stormwater permit
 - MCEs – sewer extension permit

- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services

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.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Grading, drainage and erosion control	\$17,121
2.) Sanitary Sewer (private service)	\$9,450
3.) Water main (private service)	\$7,125
4.) Storm Sewer (private pipes & CBs)	\$11,310
5.) Site (surface improvements: parking lot, dries, curb, ped ramps)	\$52,301.52
6.) Landscaping	\$10,000
7.) Construction debris clean-up	\$2,000
8.) Certified as-builts	\$2,000
SUBTOTAL:	\$111,307.52
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$139,134.40 say \$139,134

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 \$5,000 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.

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 if all the following circumstances exist:

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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 \$5,000 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)

Barr Engineering Escrow Amount

In addition to the requirements set forth above, Developer shall also escrow with the City the sum of \$2,000 to be used by the City to pay Barr Engineering for stormwater management review, analysis and calculations.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 10th day of May, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Vansouth Limited Partnership, a Minnesota limited partnership (hereafter referred to as “Landowner”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Vansouth Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of Lot 2, Block 1, Home Depot of Inver Grove Heights, 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:

Error! Unknown document property name.

Any existing or proposed private storm sewer, catch basins and trench drains and related storm water appurtenances lying within the Subject Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain set of plans titled “Site Improvement Plans for Existing Conditions, Removals, Site, Grading, Utilities and Landscape” prepared by Westwood dated April 15, 2021 and approved by the City Engineer on April 20, 2021.

The Storm Water Facility Plan is 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.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and is currently the Responsible Owner.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan in connection with the Subject Property.

Recital No. 3. The Landowner will construct the Storm Water Facilities on the Subject Property.

Recital No. 4. The City is willing to approve the Storm Water Facility Plan 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);
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District;
- c. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- d. 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.

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 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 B**.

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his or her 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 the cure period provided for in Section 3.4, 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; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to

be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the Development Plans for the Subject Property identified in the Improvement Agreement between the City and Landowner.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement. Notwithstanding the foregoing, in the event of any transfer or transfers of Landowner's interest in the Subject Property, the transferor shall be automatically relieved of any and all obligations on the part of Landowner under this Agreement accruing from and after the date of such transfer, and the transferee shall be deemed to have assumed all of such obligations.

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

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

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

5.5 Consent. 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:

Vansouth Limited Partnership
4916 IDS Center
80 S 8th Street
Minneapolis, MN 55402-2226

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)
)
COUNTY OF DAKOTA) ss.

On this 10th day of May, 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:
VANSOUTH LIMITED PARTNERSHIP**

By: Southridge Shopping Center LLC,
a Minnesota limited liability company,
its general partner

By: _____
Bianca M. Fine
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN_)

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Bianca M. Fine, to me personally known, who being by me duly sworn, did say that she is the Chief Manager of Southridge Shopping Center, LLC, a Minnesota limited liability company, the general partner of Vansouth Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Vansouth Limited Partnership by authority of its general partner Southridge Shopping Center LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B

ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET			OUTLET		
STRUCTURE ID			INSPECTION DATE		
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

STREET LIGHT AGREEMENT FOR
LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STREET LIGHT AGREEMENT FOR LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS (Agreement) is made this 10th day of May, 2021, by and between Vansouth Limited Partnership, a Minnesota 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 Vansouth Limited Partnership, a Minnesota limited partnership, the current fee title owner of the Property, and its successors and assigns.

1.4 Property. “Property” means the real property described on the attached **Exhibit A**. The Property is located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Home Depot of Inver Grove Heights.

1.5 Property Owner. Property Owner means the fee title owner of the Property.

1.6 Street Lights. Street Lights means any existing or future street lights located at or near the entrance access drive of the Property and State Trunk Highway 3 (South Robert Trail) and at or near the entrance access drive of Lot 1, Block 1, Home Depot of Inver Grove Heights and C.S.A.H. 14 (Mendota Road East) in the City of Inver Grove Heights.

ARTICLE 2 **AGREEMENT**

2.1 Installation of Future Street Lights. If future Street Lights are installed, the City shall install the Street Lights.

2.2 Payment of Energy Costs. Landowner shall be responsible for payment of the energy costs of the existing Street Lights and any future Street Lights.

2.3 Responsibility of Property Owner. From the date of this Agreement and continuing thereafter, the Property Owner shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Property Owner on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Property Owner.

The Property Owner 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 Property owned by the Property 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 Property Owner and its successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Property. Further, the Property Owner and its 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 Property. The Property Owner and its successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Property Owner and its 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 Property Owner agrees 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 Property Owner agrees that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights lie within the public road right-of-way.

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 or 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 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 10th day of May, 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

**LANDOWNER:
VANSOUTH LIMITED PARTNERSHIP**

By: Southridge Shopping Center LLC,
a Minnesota limited liability company,
its general partner

By: _____
Bianca M. Fine
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN_) ss.

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Bianca M. Fine, to me personally known, who being by me duly sworn, did say that she is the Chief Manager of Southridge Shopping Center, LLC, a Minnesota limited liability company, the general partner of Vansouth Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Vansouth Limited Partnership by authority of its general partner Southridge Shopping Center LLC.

Notary Public

This instrument was drafted by:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, 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 PROPERTY

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

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR LOT 2, BLOCK 1, HOME DEPOT OF INVER GROVE HEIGHTS,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT (“Permanent Easement Agreement”) is made, granted and conveyed this 10th day of May, 2021, by and between Vansouth Limited Partnership, a Minnesota limited partnership, hereinafter referred to as the “Landowner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

The Landowner for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and for all such purposes ancillary, incident or related thereto (hereinafter “Permanent Easement”) under, over, across, through and upon that real property identified and legally described and depicted on **Exhibit B**, (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any drainage facilities and utilities and all facilities, appurtenances and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

- a.) to enter upon the Permanent 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 Permanent Easement Agreement; and
- b.) to maintain the Permanent Easement Area and any City improvements located

Error! Unknown document property name.

therein, together with the right to excavate and refill ditches or trenches; and

- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent 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 Permanent 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 the Landowner, 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.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

This Permanent Easement Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Easement shall run with the Landowner's Property and shall inure to the benefit of the Landowner and the City and shall bind Landowner and the successors and assigns of Landowner and shall be binding upon the City and the successor's and assigns of the City. This Easement shall also be binding upon any right title or interest of the parties to the Landowner's Property acquired after the date of this Easement or acquired after the date of recording of this Easement.

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

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

**LANDOWNER:
VANSOUTH LIMITED PARTNERSHIP**

By: Southridge Shopping Center LLC,
a Minnesota limited liability company,
its general partner

By: _____
Bianca M. Fine
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN_)

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Bianca M. Fine, to me personally known, who being by me duly sworn, did say that she is the Chief Manager of Southridge Shopping Center, LLC, a Minnesota limited liability company, the general partner of Vansouth Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Vansouth Limited Partnership by authority of its general partner Southridge Shopping Center LLC.

Notary Public

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 10th day of May, 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

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

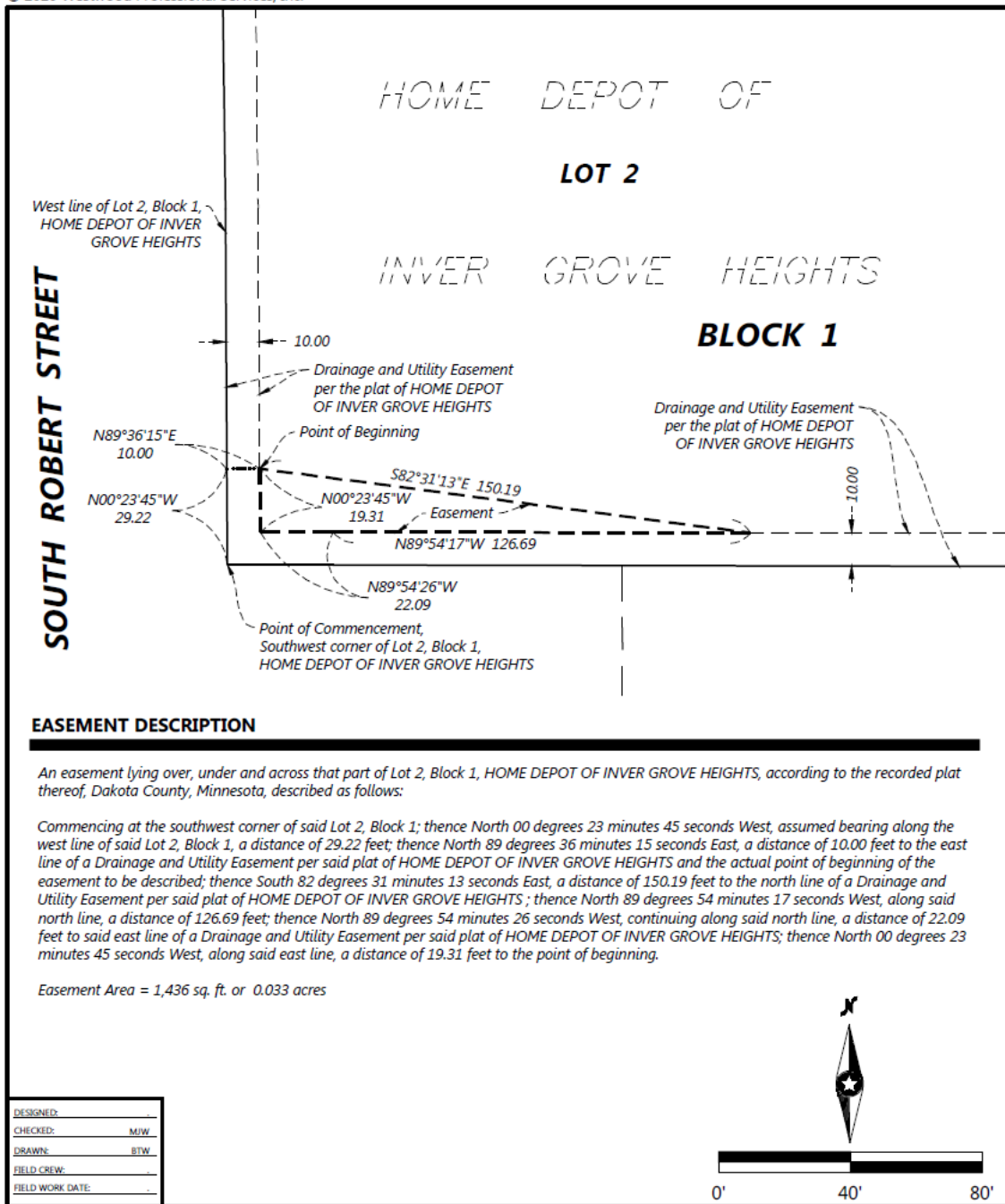
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 2, Block 1, Home Depot of Inver Grove Heights, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, through, upon and across that part of Lot 2, Block 1, HOME DEPOT OF INVER GROVE HEIGHTS, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Lot 2, Block 1; thence North 00 degrees 23 minutes 45 seconds West, assumed bearing along the west line of said Lot 2, Block 1, a distance of 29.22 feet; thence North 89 degrees 36 minutes 15 seconds East, a distance of 10.00 feet to the east line of a Drainage and Utility Easement per said plat of HOME DEPOT OF INVER GROVE HEIGHTS and the actual point of beginning of the easement to be described; thence South 82 degrees 31 minutes 13 seconds East, a distance of 150.19 feet to the north line of a Drainage and Utility Easement per said plat of HOME DEPOT OF INVER GROVE HEIGHTS ; thence North 89 degrees 54 minutes 17 seconds West, along said north line, a distance of 126.69 feet; thence North 89 degrees 54 minutes 26 seconds West, continuing along said north line, a distance of 22.09 feet to said east line of a Drainage and Utility Easement per said plat of HOME DEPOT OF INVER GROVE HEIGHTS; thence North 00 degrees 23 minutes 45 seconds West, along said east line, a distance of 19.31 feet to the point of beginning.



Caribou Coffee Cabin

Inver Grove Heights, Minnesota

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minneapolis, MN 55343
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

Easement Sketch

SHEET NUMBER:

1 OF 1

DATE: 12/15/20

PROJECT NUMBER: 0026687.00

**Request for Council Action****Consider Resolution Ordering Project, Approving Plans and Specifications and Authorizing Developer-installed Public Improvements for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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: Pavement Management Fund	X

PURPOSE/ACTION REQUESTED

Consider Resolution Ordering Project, Approving Plans and Specifications and Authorizing Developer-installed Public Improvements for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1.

SUMMARY

City Project No. 2021-11 is being initiated by the South Grove Townhomes planned unit development (PUD) which received preliminary approval by City Council on March 8, 2021. The final plans for the development improvements were submitted on March 12, 2021. A 27-inch storm pipe from Clayton Avenue to the Oaks Townhomes is in the Stormwater Capital Improvement Plan to connect regional basin JP-1 to the existing storm sewer system which treats and conveys stormwater to the Mississippi River. The storm sewer addition manages the high-water line of landlocked basin JP-1 and helps protect adjacent properties and Clayton Avenue from flooding.

The total project costs are estimated at \$162,200 for design and construction. The City is responsible for 100 percent of the costs. The City will work with the Developer's Engineer, Pioneer Engineering, for preparing plans, contract documents and administering the project. The final costs will be negotiated by City Staff with the South Grove Townhomes developer, MI Homes, based on private bids and invoices received. The project will be funded by the pavement management fund.

Staff recommends Council approve the resolution ordering the project, approving plans and specifications and authorizing developer-installed improvements for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1.

SWD/kf

Attachment(s): Resolution
Location Exhibit

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

RESOLUTION NO. 2021-140

**CONSIDER RESOLUTION ORDERING PROJECT, APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING DEVELOPER-INSTALLED IMPROVEMENTS FOR CITY PROJECT NO. 2021-11 -
TRUNK STORM SEWER EXTENSION FOR LANDLOCKED BASIN JP-1**

WHEREAS, the South Grove Townhomes development has spurred the need to connect trunk storm sewer from Clayton Avenue to the Oaks Townhomes;

WHEREAS, a developers agreement is being prepared between the developer MI Homes and the City which will address reimbursing the developer for costs associated with design and construction of the trunk storm sewer for City Project 2021-11; and

NOW, THEREFORE, BE IT RESOLVED, THAT:

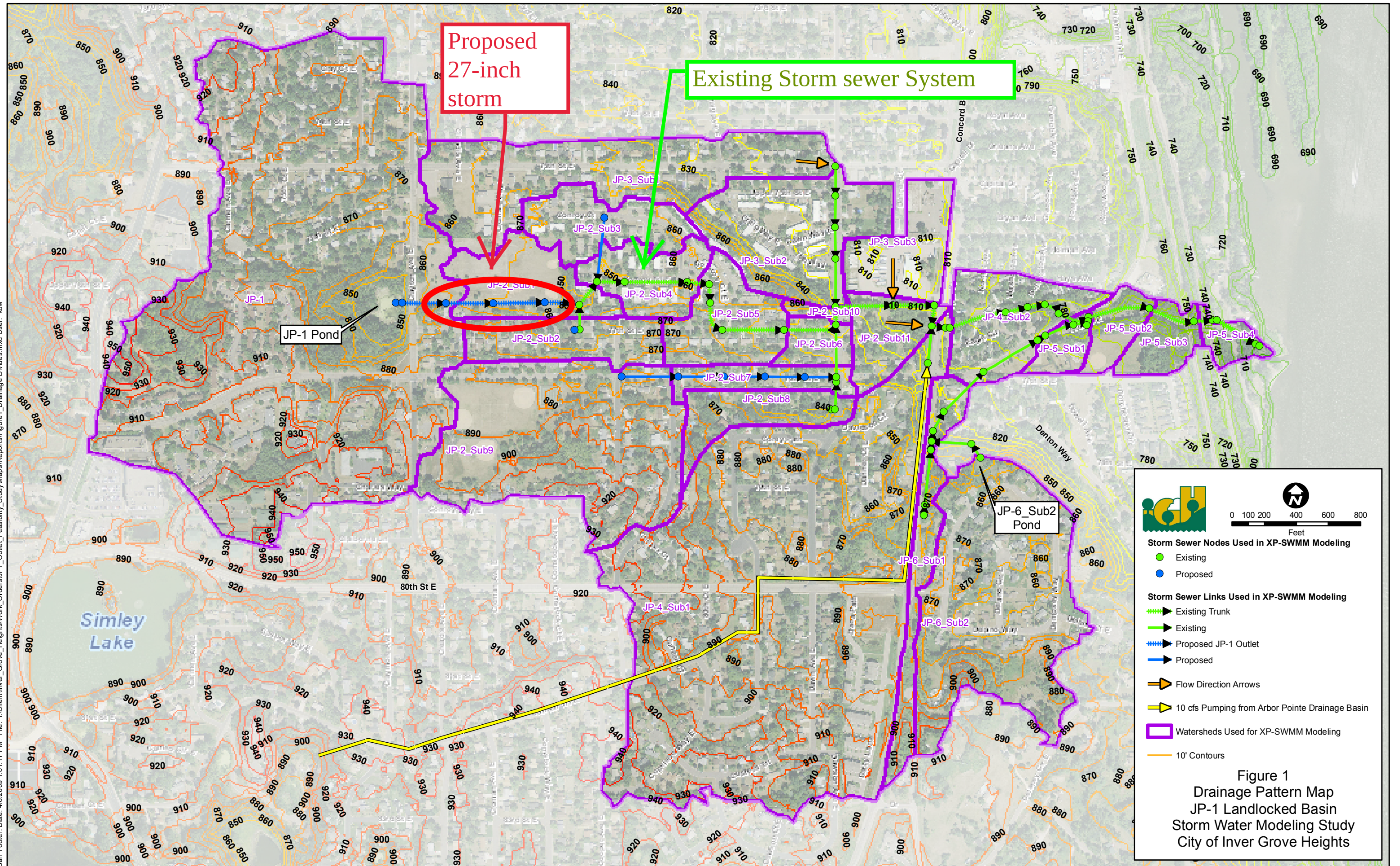
1. City Project No. 2021-11 – Trunk Storm Sewer Extension for Landlocked Basin JP-1 is hereby ordered.
2. Pursuant to Minn. Stat. Sec. 462.356, subd. 2, the Council, by a 4/5th vote, hereby determines that the Project does not impact and has no relationship to the City's comprehensive municipal plan 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 trunk storm sewer improvements with the developer, MI Homes, for City Project No. 2021-11 – Trunk Storm Sewer Extension for Landlocked Basin JP-1 within the City of Inver Grove Heights. The proper City officers are hereby 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. 2021-11 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. Project 2021-11 is Funded by the pavement management fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this May 10, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk



**Request for Council Action****Consider a Resolution Approving Final Plans and Specifications and Authorizing Advertisement for Bids for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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: Stormwater Utility Fund, Special Assessments	X

PURPOSE/ACTION REQUESTED

Consider a resolution approving final plans and specifications and authorizing advertisement for bids for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

SUMMARY

On April 26, 2021 Council ordered the project and authorized preparation of plans and specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

The final plans and specifications have been prepared by Barr Engineering. The bid opening is tentatively scheduled for June 15, 2021 in order for Council to receive bids on June 28, 2021.

Staff recommends that Council approve the resolution approving final plans and specifications and authorizing advertisement for bids for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

JM/kf

Attachment(s): Resolution
Plan title sheet

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR CITY PROJECT NO. 2020-06 GOOD SAMARITAN POND
(1301 50TH ST.)**

RESOLUTION NO. 2021-141

WHEREAS, On April 26, 2021 following published notice given pursuant to Minnesota Statutes, Section 429.031 and a public hearing, the City Council ordered City Project No. 2020-06 Good Samaritan Pond (1301 50th St.); and

WHEREAS, pursuant to a resolution passed by the City Council on April 26, 2021, plans and specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.) were authorized to be prepared by Barr Engineering with the assistance of the City Engineer; and

WHEREAS, Barr Engineering has prepared plans and specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.) for council review and approval.

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

1. The plans and specifications for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.) on file with the City are hereby approved as the plans and specifications in accordance with which said improvements shall be constructed.
2. The City Engineer is designated as the engineer for this improvement project and is hereby authorized to advertise for bids pursuant to the provisions of Minnesota Statutes Chapter 429, with respect to City Project No. 2020-06.

Adopted by the City Council of Inver Grove Heights, Minnesota this 10th day of May 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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: Special Assessments, Pavement Management Fund, Franchise Fee Funds	X

PURPOSE/ACTION REQUESTED

Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

SUMMARY

Bids on City Project No. 2020-09D were opened on April 27, 2021. There were seven (7) bidders for the project. The low bidder on the project is McNamara Contracting Inc. with a total bid of \$579,880.40 (\$561,071.60 for the base bid and \$18,808.80 for the alternate). The Engineer's estimate for the project was \$659,561.50 (\$646,186.50 for the base bid and \$13,375.00 for the alternate). McNamara Contracting Inc. has completed multiple successful projects for the city of Inver Grove Heights.

Engineering staff recommends awarding the contract to McNamara Contracting Inc. in the amount of \$579,880.40 for the base bid plus alternate for City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

JM

Attachment(s): Resolution
Location Map

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

**RESOLUTION AWARDING CONTRACT TO MCNAMARA CONTRACTING INC. FOR THE 2021
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2020-09D - DELANEY CIRCLE
AND DELANEY COURT IMPROVEMENTS**

RESOLUTION NO. 2021-142

WHEREAS, pursuant to an advertisement for bids for the 2021 Pavement Management Program, City Project 2020-09D - Delaney Circle and Delaney Court Improvements bids were received, opened on April 27, 2021 at 10:00 a.m., readaloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid	Base Bid Plus Alternate
McNamara Contracting Inc.	Yes	\$561,071.60	\$579,880.40
Max Steininger, Inc.	Yes	\$571,841.28	\$587,941.63
Bituminous Roadways Inc.	Yes	\$583,987.70	\$599,919.10
T.A. Schifsky & Sons, Inc.	Yes	\$588,793.06	\$603,569.72
OMG Midwest Inc.	Yes	\$597,940.10	\$615,444.60
Park Construction Company	Yes	\$637,701.85	\$658,385.25
Northwest	Yes	\$654,525.05	\$675,535.80

WHEREAS, McNamara Contracting Inc. is the lowest responsible bidder for the base bid plus the alternate with a total amount of \$579,880.40.

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

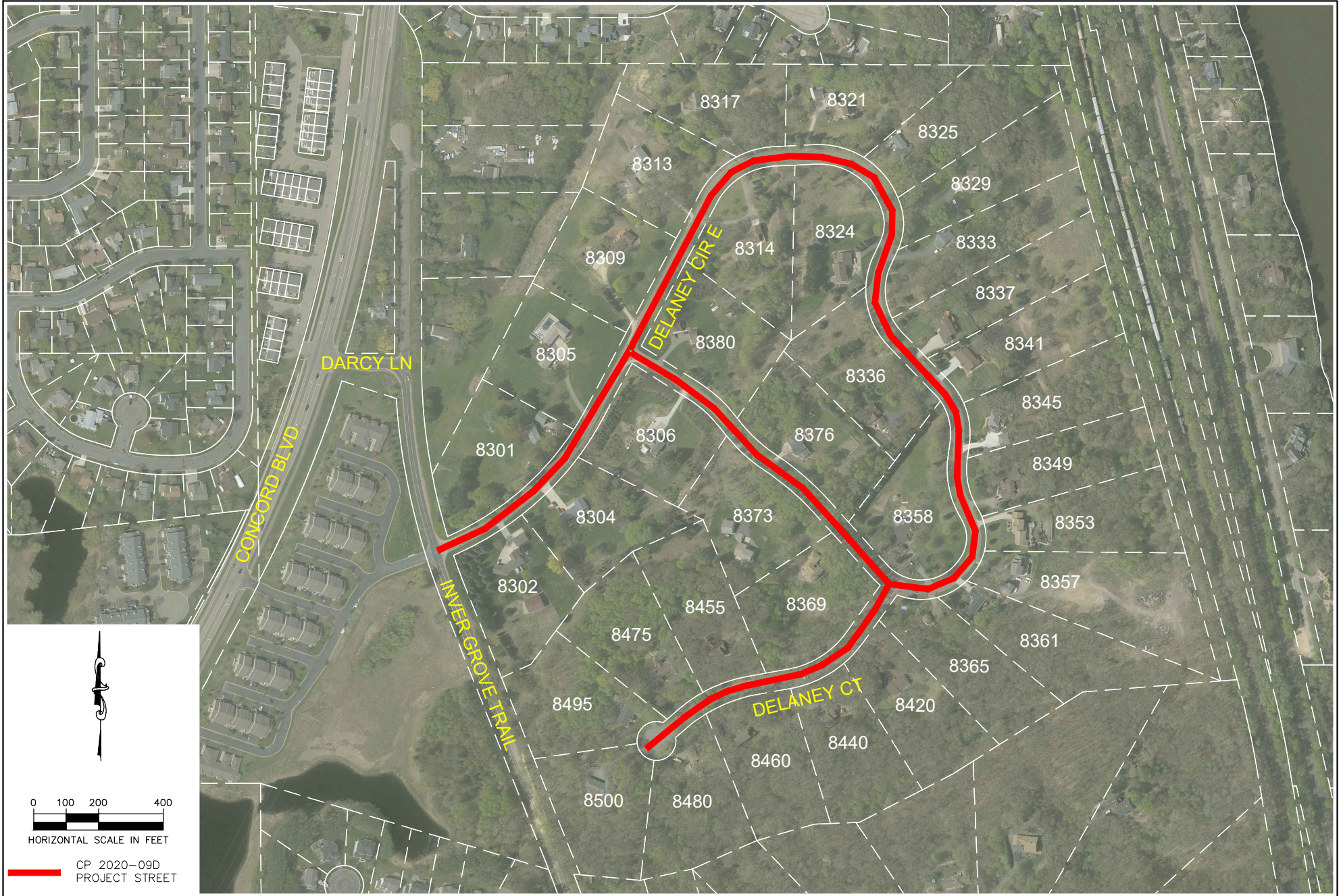
1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with McNamara Contracting Inc. in the name of the City of Inver Grove Heights, for the 2021 Pavement Management Program, City Project 2020-09D according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk (base bid plus alternate).
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the City Project No. 2020-09D in the amount of \$579,880.40 shall be provided by Special Assessments and the Pavement Management Fund.

Adopted by the City Council of Inver Grove Heights this 10th day of May 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



**Request for Council Action****Consider Resolution Approving Private Cost Participation Agreement for City Project No. 2021-08 - Southern Trunk Watermain Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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: Private Escrow Funded	X

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Private Cost Participation Agreement for City Project No. 2021-08 - Southern Trunk Watermain Improvements.

SUMMARY

On April 26, 2021, the City Council ordered City Project No. 2021-08 Southern Trunk Watermain Improvements. The cost share agreement was authorized to establish the funding mechanism for the project.

The watermain improvements are being installed at the request of Bituminous Roadways. As such, Bituminous Roadways will be responsible for 100% of the project costs. The total project cost is estimated at \$164,484. Funding will be through an escrow provided by Bituminous Roadways in the amount of 125% of the total project cost. The total escrow deposit required by Bituminous Roadways is \$205,605.

A private cost participation agreement has been prepared by the City Attorney. The City will lead the public watermain project and administer the escrow funds and process payment. Any unused funds from the escrow will be refunded to Bituminous Roadways at the conclusion of the project.

Staff recommends Council approve the resolution approving private cost participation agreement for City Project No. 2021-08 - Southern Trunk Watermain Improvements.

JM

Attachment(s): Resolution
Cost Participation Agreement

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

RESOLUTION 2021-142

**RESOLUTION APPROVING PRIVATE COST PARTICIPATION AGREEMENT FOR CITY PROJECT NO.
2021-08 - SOUTHERN TRUNK WATERMAIN IMPROVEMENTS**

WHEREAS, On April 26, 2021, the City Council ordered City Project No. 2021-08 - Southern Trunk Watermain Improvements; and

WHEREAS, the private cost participation agreement has been prepared by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Said agreement is hereby approved by the City Council of the City of Inver Grove Heights on May 10, 2021.
2. The City of Inver Grove Heights and staff are authorized to enter into an agreement for cost participation with Bituminous Roadways for City Project No. 2021-08 - Southern Trunk Watermain Improvements. The proper City officers be and hereby are authorized to execute such agreement.

Adopted by the City Council of Inver Grove Heights, Minnesota this May 10, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk

PRIVATE COST PARTICIPATION AGREEMENT FOR CITY PROJECT NO. 2021-08
SOUTHERN TRUNK WATERMAIN IMPROVEMENTS

This PRIVATE COST PARTICIPATION AGREEMENT FOR CITY PROJECT NO. 2021-08 SOUTHERN TRUNK WATERMAIN IMPROVEMENTS (“Agreement”) is made and entered into this 10th day of May, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“City”) and Bituminous Roadways, Inc. a Minnesota corporation (“BRI”).

Based on the recitals, representations, covenants and agreements hereafter contained, the parties agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. The City is a Minnesota municipal corporation.

Recital No. 2. BRI is a Minnesota corporation.

Recital No. 3. The City intends to construct City Project No. 2021-08 Southern Trunk Watermain Improvements.

Recital No. 4. BRI has an interest in the property lying to the west of Rich Valley Boulevard identified as Dakota County Tax Parcel No. 20-03200-05-011 (BRI Property). Such BRI Property will be benefitted by the Project and BRI acknowledges such benefit.

Recital No. 5. BRI is willing to pay for the total cost of the Project and by this Agreement agrees to pay for the total cost of the Project.

ARTICLE 2
DEFINITIONS

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

2.2. City. “City” means City of Inver Grove Heights, a Minnesota municipal corporation and its successors and assigns.

2.3. BRI. “BRI” means Bituminous Roadways, Inc., a Minnesota corporation and its successors and assigns.

2.4. Feasibility Report. “Feasibility Report” means that certain Feasibility Report for City Project No. 2021-08 Southern Trunk Watermain Improvements prepared by Bolton & Menk, Inc. dated April 26, 2021.

2.5. Project. “Project” means City Project No. 2021-08 Southern Trunk Watermain Improvements as described and identified in the Feasibility Report and in the Project plans and specifications for the Project approved by the City.

2.6. Project Costs. “Project Costs” means all costs of the Project, including, but not limited to, the cost for design, Feasibility Report, plans and specifications, preparation of construction contract documents, award of construction contract, inspection, testing, consulting engineers, and all costs associated with administration, engineering, and legal relating to the Project.

2.7. Cash Deposit. “Cash Deposit” means the sum of \$205,605. The Cash Deposit was calculated on the basis of estimated Project Costs of \$164,484 as identified in the Feasibility Report multiplied by 1.25 for a Cash Deposit of \$205,605.

ARTICLE 3 **CITY AGREEMENTS**

3.1. Acceptance of Feasibility Report and Ordering of Project. The City has or will accept the Feasibility Report and order the Project.

3.2. Plans and Specifications. The City has or will prepare final plans and specifications for the Project and approve final plans and specifications for the Project.

3.3. Construction of Project. Pursuant to the plans and specifications and subject to any change orders approved by the City, the City will construct the Project as a public improvement. Pursuant to Minn. Stat. § 471.345, the City will obtain at least two quotes for construction of the Project and the City will award a construction contract for the Project.

ARTICLE 4 **BRI AGREEMENTS**

4.1. Cash Deposit; Payment for Project. BRI agrees to pay the City and to reimburse the City for all the actual Project Costs. Payment shall be made to the City by the Cash Deposit. The Cash Deposit shall be transmitted to the City upon execution of this Agreement. The Cash Deposit shall not bear any interest. The City may draw on the Cash Deposit as Project Costs are incurred or have already been made. The Cash Deposit is based on estimated Project Costs of \$164,484 multiplied by 1.25 for a total of \$205,605.

If during construction of the Project, the City Engineer identifies that Project Costs will exceed the Cash Deposit, then within ten (10) days after written demand by the City Engineer, BRI will supplement the Cash Deposit by depositing with the City an additional sum such that the Cash Deposit equals 125% of the Project Costs reasonably estimated by the City Engineer.

Upon acceptance of the Project by the City, the City shall transmit a written report to BRI showing all the amounts that have been paid out through the Cash Deposit. If the Cash Deposit was greater than the final actual Project Costs, the City shall reimburse BRI for the difference out of the remaining Cash Deposit. If the final actual Project Costs are greater than the Cash Deposit, then BRI shall pay the City the difference and such payment shall be made within 30 days after the report by the City to BRI. If the Cash Deposit amount was greater than the final actual Project Costs, then the City shall, within 30 days after the report by the City to BRI, reimburse BRI for the difference.

ARTICLE 5 **REMEDIES**

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

- a.) The City may specifically enforce this Agreement.
- b.) If BRI fails to make payments, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the BRI 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. BRI waives any and all procedural and substantive objections to the imposition of such charges on the BRI Property.

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.

ARTICLE 6 **MISCELLANEOUS**

6.1 No Third Party Recourse. Third parties shall have no recourse against the City under 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 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.

6.3 Governing Law. This Agreement shall be governed by and construed in accord 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 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or 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:
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 10th day of May, 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

BRI:
BITUMINOUS ROADWAYS, INC.

By: _____
Kent Peterson
Its: President

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Kent Peterson, to me personally known, who being by me duly sworn, did say that he is the President of Bituminous Roadways, Inc., a Minnesota corporation and that the foregoing instrument was executed for and on behalf of Bituminous Roadways, Inc. by authority of the Board of Directors of said corporation.

Notary Public

CONSENT BY KENT PETERSON, LLC

Kent Peterson, LLC, a Minnesota limited liability company, hereby consents to and agrees with the terms and conditions of the foregoing *Private Cost Participation Agreement For City Project No. 2021-08 Southern Trunk Watermain Improvements*.

KENT PETERSON, LLC

By: _____
Kent Peterson
Its: Member and Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Kent Peterson, to me personally known, who being by me duly sworn, did say that he is the Member and Manager of Kent Peterson, LLC, a Minnesota limited liability company and that the foregoing Consent was executed for and on behalf of Kent Peterson, LLC by authority of the Board of Governors of said limited liability company.

Notary Public

**Request for Council Action****Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Area Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Special Assessments, Pavement Management Fund, Franchise Fee Funds, Sewer Fund and Water Fund	X

PURPOSE/ACTION REQUESTED

Consider Resolution Awarding Contract for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Area Improvements.

SUMMARY

Bids on City Project No. 2021-09D were opened on April 27, 2021. There were seven (7) bidders for the project. The low bidder on the project is McNamara Contracting Inc. with a total bid of \$1,613,869.28 (\$1,424,376.00 for the base bid and \$189,493.28 for the alternate). The Engineer's estimate for the project was \$1,701,645.00 (\$1,514,585.00 for the base bid and \$187,060.00 for the alternate). McNamara Contracting Inc. has completed multiple successful projects for the city of Inver Grove Heights.

Staff has received feedback from a representative of the Forest Haven neighborhood. Based on feedback received, staff recommends Blackberry Trail section be considered for a future street rehabilitation project related to streets within the Forest Haven platted area. Blackberry Trail is an alternate bid item and recommendation is to only award the base bid, streets within Majestic Woodlands development.

Engineering staff recommends awarding the contract to McNamara Contracting Inc. in the amount of \$1,424,376.00 for the base bid only for City Project No. 2021-09D - Bryant Lane Area Improvements.

AH/swd

Attachment(s): Resolution
Location Map

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

**RESOLUTION AWARDING CONTRACT TO MCNAMARA CONTRACTING INC. FOR THE 2021
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2021-09D - BRYANT LANE AREA
IMPROVEMENTS**

RESOLUTION NO. 2021-143

WHEREAS, pursuant to an advertisement for bids for the 2021 Pavement Management Program, City Project 2021-09D - Bryant Lane Area Improvements bids were received, opened on April 27, 2021 at 11:00 a.m., readaloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid (Schedules 1 - 4 plus Allowance)	Base Bid Plus Alternate
McNamara Contracting	Yes	\$1,424,376.00	\$1,613,869.28
Danner Inc.	Yes	\$1,432,733.66	\$1,618,067.01
Dahn Construction	Yes	\$1,442,224.00	\$1,625,685.95
Max Steininger, Inc.	Yes	\$1,469,219.59	\$1,664,870.60
GMH Asphalt Corporation	Yes	\$1,514,805.00	\$1,717,336.65
Bituminous Roadways Inc.	Yes	\$1,702,619.95	\$1,946,964.65
Park Construction Company	Yes	\$1,828,461.67	\$2,032,866.19

WHEREAS, McNamara Contracting Inc. is the lowest responsible bidder for the base bid only for a total amount of \$1,424,376.00.

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

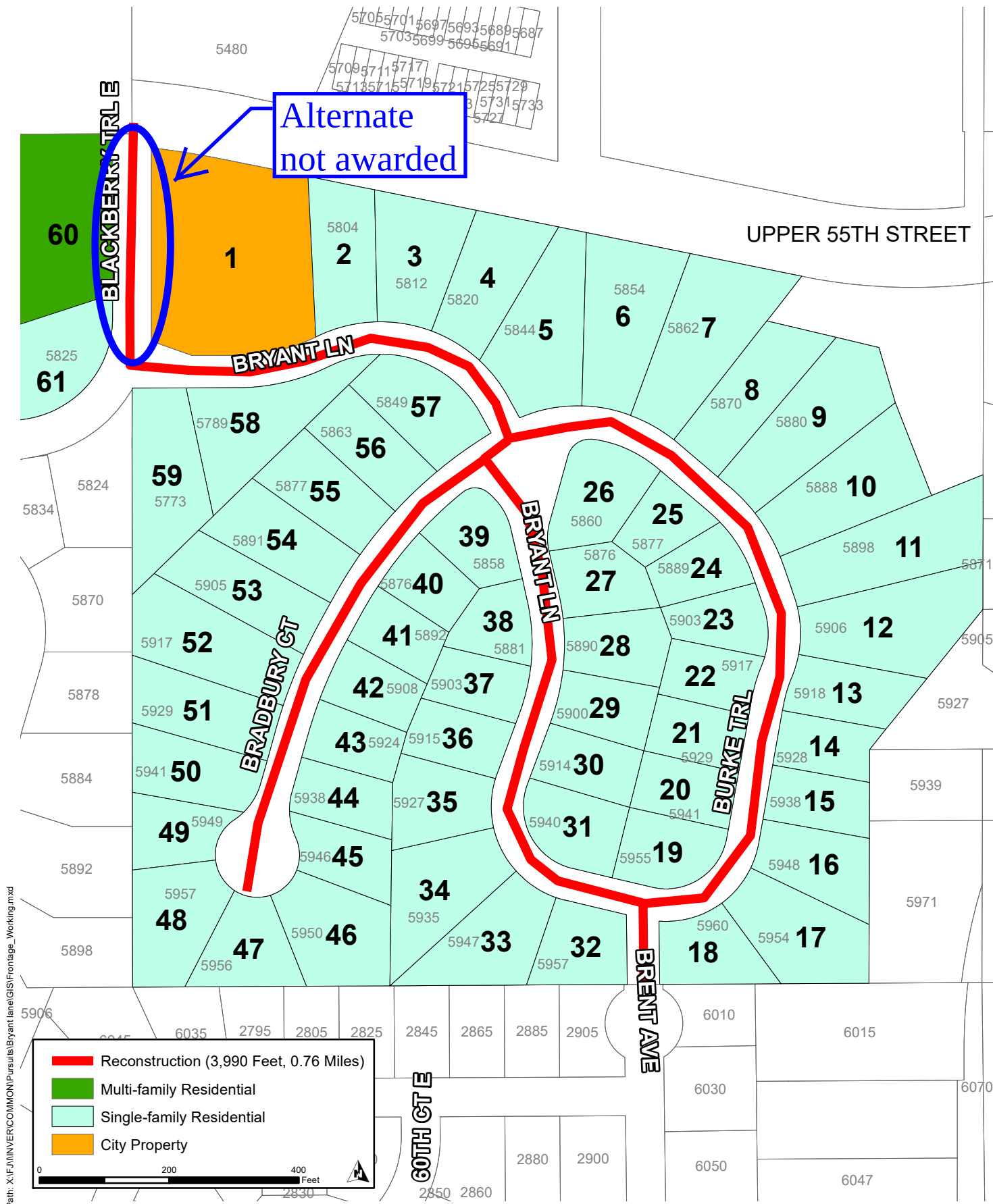
1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with McNamara Contracting Inc. in the name of the City of Inver Grove Heights, for the 2021 Pavement Management Program, City Project 2021-09D according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the City Project No. 2021-09D in the amount of \$1,424,376.00 shall be provided by Special Assessments, Pavement Management Fund, Franchise Fee Funds, Sewer Fund and Water Fund.

Adopted by the City Council of Inver Grove Heights this 10th day of May 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



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Print Date: 12/3/2020

Bryant Lane Area Improvements Inver Grove Heights, Minnesota

City Project Number: 2021-09D

FIGURE 1

This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources listed on this map and is to be used for reference purposes only. SEH does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.

**Request for Council Action****Consider Resolution Approving Amendment to Development Contract for The Crossings at Inver Woods**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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: Developer Funded	X

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Amendment to Development Contract for The Crossings at Inver Woods.

SUMMARY

On November 23, 2020, the City Council approved the Final Plat and PUD Development Plan, and Development Contract for the Crossings at Inver Woods. The Development Contract was filed and recorded with Dakota County on December 31, 2021.

The developer has submitted a supplemental plan for approval to construct a public sanitary sewer to serve the approved development and provide sewer access for the next phase of development.

An amendment to the development contract has been prepared by the City Attorney to authorize the additional scope of work and provide an instrument for the City to secure additional public easement and financial sureties for the additional improvements.

Staff recommends Council approve the resolution approving the Amendment to Development Contract for The Crossings at Inver Woods.

JM

Attachment(s): Resolution
Amendment to Development Contract

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION 2021-144**

**RESOLUTION APPROVING AMENDMENT TO DEVELOPMENT CONTRACT FOR THE CROSSINGS AT
INVER WOODS**

WHEREAS, On November 23, 2020, the City Council approved the Final Plat and PUD Development Plan, and Development Contract for the Crossings at Inver Woods. The Development Contract was filed and recorded with Dakota County on December 31, 2021.; and

WHEREAS, an amendment to the development contract has been prepared by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Said amendment is hereby approved by the City Council of the City of Inver Grove Heights on May 10, 2021.
2. The City of Inver Grove Heights and staff are authorized to enter into an Amendment to Development Contract for The Crossings at Inver Woods. The proper City officers be and hereby are authorized to execute such agreement.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Clerk is authorized and directed to record a certified copy of this Resolution and the Amendment at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights, Minnesota this May 10, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk

**AMENDMENT NO. 1 TO DEVELOPMENT CONTRACT FOR THE PLAT OF
THE CROSSINGS AT INVER WOODS, DAKOTA COUNTY, MINNESOTA**

THIS AMENDMENT NO. 1 TO DEVELOPMENT CONTRACT FOR THE PLAT OF THE CROSSINGS AT INVER WOODS (“Amendment No. 1”) is made, entered into and effective this 10th day of May, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Crossings IGH, LLC, a Minnesota limited liability company, (hereafter referred to as “Developer”).

WHEREAS, the City and Crossings IGH, LLC, a Minnesota limited liability company entered into a Development Contract for the Plat of The Crossings at Inver Woods dated November 23, 2020 recorded on December 31, 2020 as Dakota County Document No. 3426466 (“Development Contract”).

WHEREAS, the parties to the Development Contract are the City of Inver Grove Heights, a municipal corporation and Crossings IGH, LLC, a Minnesota limited liability company.

WHEREAS, the City and Developer desire to amend certain provisions in the Development Contract with respect to the approved Development Plans and with respect to the Developer granting to the City a Permanent Drainage and Utility Easement and with respect to the abandonment of the temporary gravity sewer lines that will serve the Plat of The Crossings at Inver Woods.

NOW, THEREFORE, the City and Crossings IGH, LLC do hereby acknowledge and agree as follows:

Section 1. Amendment to Exhibit B (List of Development Plans) of the Development Contract. Exhibit B (List of Development Plans) of the Development Contract is hereby amended to add the Development Plan as shown on Appendix No. 1 to this Amendment No. 1.

Section 2. Amendment to Exhibit E (Miscellaneous Requirements And Conditions Imposed By The City) of the Development Contract. Exhibit E (Miscellaneous Requirements And Conditions Imposed By The City) of the Development Contract is hereby amended to add paragraph 19 as shown on Appendix No. 2 to this Amendment No. 1.

Section 3. Incorporation of Amendment No. 1 Into Development Contract. The amendments set forth in this Amendment No. 1 are hereby incorporated into the Development Contract. All other terms and conditions of the Development Contract remain in full force and effect. This Amendment No. 1 does not release or terminate the Development Contract.

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

IN WITNESS WHEREOF, the City and Crossings IGH, LLC have executed this Amendment No. 1 on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of May, 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

CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the 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

APPENDIX NO. 1
AMENDMENT TO EXHIBIT B OF DEVELOPMENT CONTRACT

Exhibit B of the Development Contract shall be amended to add the following:

Supplemental Construction Plans (Sheets _____) for The Crossings at Inver Woods prepared by G-Cubed and dated April 19, 2021 and approved by the City Engineer on April ____, 2021.

APPENDIX NO. 2
AMENDMENT TO EXHIBIT E OF THE DEVELOPMENT CONTRACT

Exhibit E of the Development Contract shall be amended to add the following paragraph 19:

19.) GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT BY DEVELOPER AND CONSTRUCTION OF SANITARY SEWER MAIN BY DEVELOPER AND FUTURE ABANDONMENT OF TEMPORARY GRAVITY SEWER.

Contemporaneous with the execution of this Amendment No. 1, the DEVELOPER will grant to the CITY a Permanent Drainage and Utility Easement over those portions of Lot 1, Block 1 and Outlot A, The Crossings at Inver Woods as described in the Permanent Drainage and Utility Easement, the form of which is subject to approval of the City Attorney and City Engineer and the DEVELOPER will record the Permanent Drainage and Utility Easement.

DEVELOPER, no later than December 31, 2021, or prior to issuance of a certificate of occupancy for any building on Lot 1, Block 1 or Outlot A, The Crossings at Inver Woods, will construct the sanitary sewer main within the Public Drainage and Utility Easement as a Developer Public Improvement at the expense of the Developer per the plans approved by the City Engineer. The work to be performed under this paragraph 19 shall be deemed to be a part of the work covered by the existing letter of credit as referenced in Exhibit F of the Development Contract.

With respect to the work to be performed by Developer under this paragraph 19, the Developer agrees that the following abandonment work shall be performed by the City at the cost of Developer when the plat no longer uses the temporary sewer lift station on Outlot B, Scenic Hills First Addition and when the plat connects to a future permanent gravity sewer line in 80th Street:

Remove temporary gravity sewer manhole cone sections, abandon temporary gravity sewer lines by filling with blown sand, removal of the grouted plug at the permanent gravity sewer connecting manhole and plugging/grouting the temporary gravity outlet within the permanent connecting manhole. Work shall include turf restoration.

Developer shall, at the time of execution of this Amendment No. 1, make a cash payment to the City for the future abandonment work outlined above in the amount of \$16,799.00. This cash payment shall be non-refundable and shall be used by the City to perform the abandonment work outlined above. If the cost for the abandonment work is less than \$16,799.00 the City shall nonetheless retain and keep the difference. If the cost for the abandonment work is more than \$16,799.00 the City shall bear the initial cost.

PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT (Easement) is made, granted and conveyed this 10th day of May, 2021, between Crossings IGH, LLC, a Minnesota limited liability company (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 owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter “Landowner’s Property”).

The Landowner for the sum of one dollar and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey and quitclaim to the City, its successors and assigns, the following:

A permanent easement for drainage and utility purposes, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), including 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 main and related underground pipes, conduits, other utilities and mains (hereinafter “**Permanent Easement**”) under, over, across, through and upon that portion of the Landowner’s Property legally described and depicted on **Exhibit B** (hereinafter “**Permanent Easement Area**”) and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any drainage facilities and utilities, sanitary sewer main, underground pipes, conduits, other utilities and mains and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

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

- a.) to enter upon the Permanent 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 Permanent Easement; and
- b.) to maintain the Permanent Easement Area and any City improvements located therein, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the drainage facilities and utilities; and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent 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 Permanent 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 the Landowner, 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.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that it has good right to grant and convey the Permanent Easement herein to the City.

This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 10th day of May, 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:
CROSSINGS IGH, LLC

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of May, 2021, before me a Notary Public within and for said County, personally appeared Jeffrey R. Peterson, to me personally known, who being by me duly sworn did say that he is the President of Crossings IGH, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Crossings IGH, LLC by authority of the Board of Governors of the limited liability company and by authority of the members of the 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:

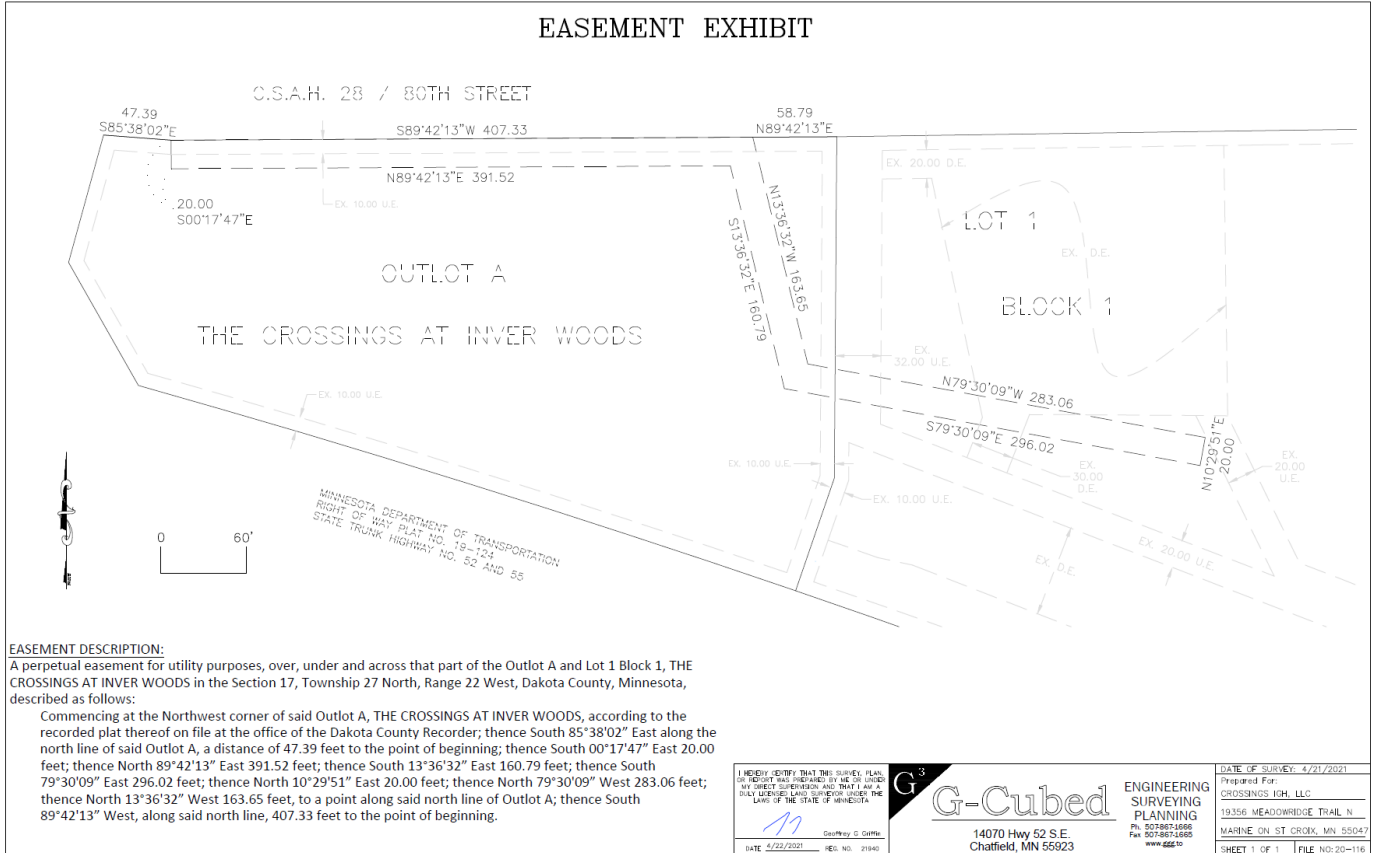
Lot 1, Block 1, and Outlot A, The Crossings at Inver Woods, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), including sanitary sewer main and related underground pipes, conduits, other utilities and mains and for purposes and uses incident and related thereto, across, over, under, through and upon that part of Outlot A and Lot 1, Block 1, The Crossings at Inver Woods in Section 17, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Commencing at the Northwest corner of said Outlot A, THE CROSSINGS AT INVER WOODS, according to the recorded plat thereof on file at the office of the Dakota County Recorder; thence South 85°38'02” East along the north line of said Outlot A, a distance of 47.39 feet to the point of beginning; thence South 00°17'47” East 20.00 feet; thence North 89°42'13” East 391.52 feet; thence South 13°36'32” East 160.79 feet; thence South 79°30'09” East 296.02 feet; thence North 10°29'51” East 20.00 feet; thence North 79°30'09” West 283.06 feet; thence North 13°36'32” West 163.65 feet, to a point along said north line of Outlot A; thence South 89°42'13” West, along said north line, 407.33 feet to the point of beginning.

EXHIBIT B (CONTINUED) **DEPICTION OF PERMANENT EASEMENT AREA**



Request for Council Action

Consider Resolution Receiving Bids and Awarding Contracts for the Exterior Wall Rehabilitation for the Public Works Maintenance Facility and Cold Storage Building Exterior Restoration

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	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:		New FTE requested - N/A	
		Other: Central Equipment Fund	X

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contracts for exterior wall rehabilitation for the public works maintenance facility and cold storage building exterior restoration.

SUMMARY

Bids were opened at 2:30 p.m. on April 15, 2021 for subject projects. Ten contractors submitted bids for the exterior wall rehabilitation public works maintenance facility and cold storage building exterior restoration. The low bid for both projects was submitted by Restoration & Construction Services, LLC in the total amount of \$272,960. The project funding is provided from the Central Equipment Fund.

Attached are the bid tabulation results for the exterior wall rehabilitation for the public works maintenance facility and cold storage building exterior restoration.

It is recommended that the City Council adopt the attached resolution awarding the contract for the public works maintenance facility and cold storage building exterior restoration to Restoration & Construction Services LLC in the amount of \$272,960.

KE/kf

Attachment(s): Resolution
Memo from Street Maintenance Superintendent
Bid Tabulation Results (2)

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION RECEIVING BIDS AND AWARDING CONTRACTS FOR THE EXTERIOR WALL
REHABILITATION FOR THE PUBLIC WORKS MAINTENANCE FACILITY AND COLD STORAGE BUILDING
EXTERIOR RESTORATION**

RESOLUTION NO. 2021-144

WHEREAS, pursuant to an advertisement for bids for the exterior wall rehabilitation for the public works maintenance facility and cold storage building exterior restoration, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement and submission of a 5% bid bond.

Exterior Wall Rehabilitation at the Public Works Maintenance Facility

<u>Bidder</u>	<u>5% Bid Bond</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Base Bid Plus Alternate</u>
Restoration & Construction	Yes	\$219,780	\$1,000	\$220,780
Iyawe Associates	Yes	\$227,500	\$2,500	\$230,000
Innovative Masonry	Yes	\$342,000	\$1,000	\$343,000
Advanced Masonry	Yes	\$376,900	\$1,675	\$378,575
American Masonry	Yes	\$387,650	\$3,500	\$391,150
Acme Tuckpointing	Yes	\$395,471	\$1,100	\$396,571
The Caulkers	Yes	\$448,400	\$1,200	\$449,600
Building Restoration	Yes	\$486,934	\$3,650	\$490,584
Restoration Systems	Yes	\$659,818	\$3,600	\$663,418
A & M Construction	Yes	\$798,280	\$1,200	\$799,480

Exterior Wall Rehabilitation at the Cold Storage Building

<u>Bidder</u>	<u>5% Bid Bond</u>	<u>Base Bid</u>
Restoration & Construction	Yes	\$52,180
The Caulkers	Yes	\$59,400
Acme Tuckpointing	Yes	\$66,351
Advanced Masonry	Yes	\$71,850
Building Restoration	Yes	\$73,636
American Masonry	Yes	\$78,850
Innovate Masonry	Yes	\$88,000
A & M Construction	Yes	\$88,680
Restoration Systems	Yes	\$91,247
Iyawe & Associates	Yes	\$114,500

WHEREAS, Restoration & Construction is the lowest responsible bidder for a total contract amount of \$272,960.

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

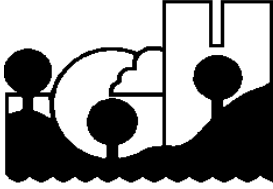
1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Restoration & Construction in the name of the City of Inver Grove Heights for the public works maintenance facility and cold storage building exterior restoration according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. The project will be funded through the Central Equipment Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 10th day of May 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights
Streets and Central Equipment

MEMORANDUM

TO: Klay Eckles, Public Works Director

FROM: Barry Underdahl, Street Maintenance Superintendent

SUBJECT: Exterior Wall Rehabilitation

DATE: April 28, 2021

Background

The engineering firm INSPEC is under contract, as approved by City Council, to provide design and construction observation and administration services for exterior wall rehabilitation of the Public Works Maintenance Facility and Cold Storage Building.

On April 15, 2021, ten in-person bids were received for the exterior wall rehabilitation of the Public Works Maintenance buildings. Restoration & Construction Services, LLC was the low bidder at \$220,780.00 for the exterior restoration of the Public Works Maintenance Facility and \$52,180.00 for the Cold Storage Building exterior restoration.

Considerations

Funding for this project was included in the 2021 budget request for Central Equipment fund 603.00.5300.444.40040 Repair and Maintenance – Buildings and approved for expenditure in 2021.

I respectfully request City Council approval and acceptance of the low bid from Restoration & Construction Services, LLC.

BID TABULATION		<i>Preliminary Bid Tabulation - Bids are Contingent Upon Further Review</i>		
OWNER:	City of Inver Grove Heights, Minnesota			
PROJECT:	Exterior Wall Rehabilitation at the Public Works Maintenance Facility			
BID DATE / TIME:	April 15, 2021 at 2:00 PM	Project No.	214893.001	

BID DATE / TIME: April 15, 2021 at 2:00 PM

[illegible]

[illegible]



Request for Council Action

TITLE: Consider approval of settlement stipulation to conclude the Ace in the Hole easement acquisitions for City Project No. 2021-01 - NWA Trunk Utility Improvements.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Peter Mikhail	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Approve settlement stipulation to conclude the Ace in the Hole easement acquisitions for City Project No. 2021-01, subject to minor modifications approved by the City Attorney.

SUMMARY:

The City requires easements from two parcels of land owned by the Ace in the Hole Real Estate Limited Partnership for the NWA Trunk Utility Improvements, City Project No. 2020-21. The City had the easements appraised and commenced an eminent domain action to ensure they were acquired in time for the 2021 construction season. Pending council approval, the parties have reached a settlement that will result in the conveyance of the easements and the dismissal of the eminent domain action. This negotiation has been discussed in closed session.

In order to expedite the conveyance, we are seeking council approval before the stipulation has been signed by all the ownership interests. Therefore, the proposed council action authorizes the City Attorney to make minor, non-monetary adjustments to the attached stipulation if any final edits must be negotiated.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT
Case Type: Condemnation

City of Inver Grove Heights, a Minnesota
municipal corporation,

Court File No. 19HA-CV-21-1069

Petitioner,

**STIPULATION OF
SETTLEMENT**

vs.

Ace in the Hole Real Estate Limited Partnership, a
Minnesota limited partnership; et al.,

Respondents.

THIS STIPULATION OF SETTLEMENT is made by and between Petitioner City of Inver Grove Heights (“City”) and Respondents Ace in the Hole Real Estate Limited Partnership, John N. Simons, Jeanne L. Simons, Francis T. Foster, Karen M. Foster, Gene Sarazen and Heather F. Sarazen (individually and collectively “Owners”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. The City has commenced the above-captioned case (“Condemnation Action”) to acquire easement interests in connection with the 2021-01 NWA Trunk Utility Improvements Project (the “Project”) within the City.
3. The Owners are the fee owners of certain real property identified as Parcel 3 and Parcel 4 (collectively “Property”) on City’s condemnation petition. A copy of the relevant excerpts from the condemnation petition are attached and incorporated herein as **Exhibit 1**.

4. The City commenced the Condemnation Action to acquire for the Project a perpetual drainage and utility easement and temporary construction easements over portions of the Property (“Takings”) as legally described in **Exhibit 1**.

5. The City and Owners have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

1. **Settlement Consideration.** Owners agree to convey the easements for the Takings in the forms attached hereto as **Exhibit 2** for Parcel 3 and **Exhibit 3** for Parcel 4 to the City. City will pay the Owners the sum of \$65,400 (“Settlement Amount”) in full and final settlement of all claims for damages arising from the Takings or the Project that were or could have been made in the Condemnation Action.

2. **Settlement Payment.** The City will pay the Settlement Amount by delivering a check to counsel for the Owners, made payable to the Owners, within 15 days of final execution of this Stipulation, easement agreements on **Exhibit 2** and **Exhibit 3**. The Owners will furnish W-9s to facilitate payment.

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

- a. The Owners acknowledge that they will not have to relocate as a result of the Project.
- b. The Owners acknowledge that it has not disclosed an appraisal in connection with this settlement.

4. **Full and Final Compromise.** The terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute that were or could have

been raised in the Condemnation Action with respect to Parcel 3 and Parcel 4 or the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation of Settlement, the Owners waive and release any and all claims they may have against the City in connection with the Condemnation Action.

5. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. The City will pay all filing and recording fees in connection with this settlement.

6. **Condemnation Action.** Upon payment of the Settlement Consideration, the City will record the easement agreements, dismiss the condemnation action, and record a discharge of lis pendens in the Office of the Dakota County Recorder.

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

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

9. **Authority.** The persons signing this Stipulation of Settlement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[signature pages to follow]

OWNERS

**ACE IN THE HOLE REAL
ESTATE LIMITED PARTNERSHIP**

Dated: _____

Name: _____

Its: _____

Dated: _____

John N. Simons

Dated: _____

Jeanne L. Simons

Dated: _____

Francis T. Foster

Dated: _____

Karen M. Foster

Dated: _____

Gene Sarazen

Dated: _____

Heather F. Sarazen

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

Dated: _____

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

Attorney for Respondents

CITY OF INVER GROVE HEIGHTS

Dated: _____

Thomas Bartholomew, Mayor

Dated: _____

Rebecca Kiernan, City Clerk

LeVANDER, GILLEN & MILLER, P.A.

Dated: _____

Peter G. Mikhail, Lic. No. 0249907
Amanda J. Johnson, Lic. No. 0400128
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
pmikhail@levander.com
ajohnson@levander.com

Attorneys for Petitioner City of Inver Grove Heights

EXHIBIT 1
EXCERPTS FROM CONDEMNATION PETITION

Parcel 3:

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

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

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

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

Legal Description of the Acquisition:

TEMPORARY CONSTRUCTION EASEMENT

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

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

Said temporary easement shall expire on June 1, 2022.

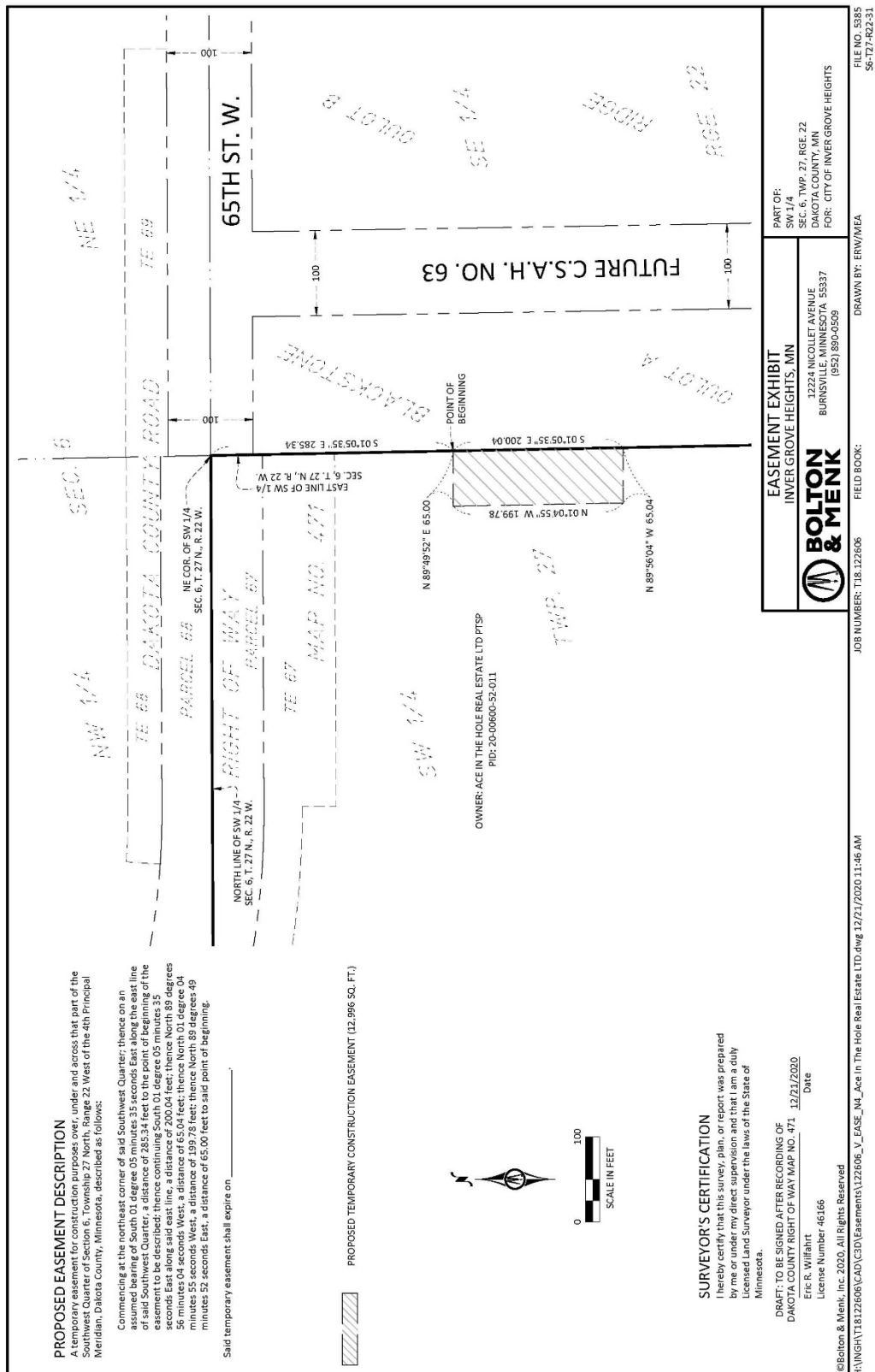
Said takings subject to public easements, restrictions and reservations of record, if any.

Names and Description of Interests to be Acquired

Name	Nature of Interest
Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership	Fee owner
John N. Simons & Jeanne L. Simons, husband and wife	Fee owner
Francis T. Foster & Karen M. Foster, husband and wife	Fee owner
Gene Sarazen & Heather F. Sarazen, husband and wife	Fee owner
Northern States Power Company, a Minnesota corporation	Easement
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketch:



Parcel 4:

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

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

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

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

AND

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

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

Legal Description of the Acquisition:

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

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

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

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

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

AND

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

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

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

Said temporary easement shall expire on June 1, 2022.

Said takings are subject to public easements, restrictions and reservations of record, if any.

Names and Description of Interests to be Acquired

Name	Nature of Interest
Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership	Fee owner
John N. Simons & Jeanne L. Simons, husband and wife	Fee owner
Francis T. Foster & Karen M. Foster, husband and wife	Fee owner
Gene Sarazen & Heather F. Sarazen, husband and wife	Fee owner
Northern States Power Company, a Minnesota corporation	Easement
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketch:

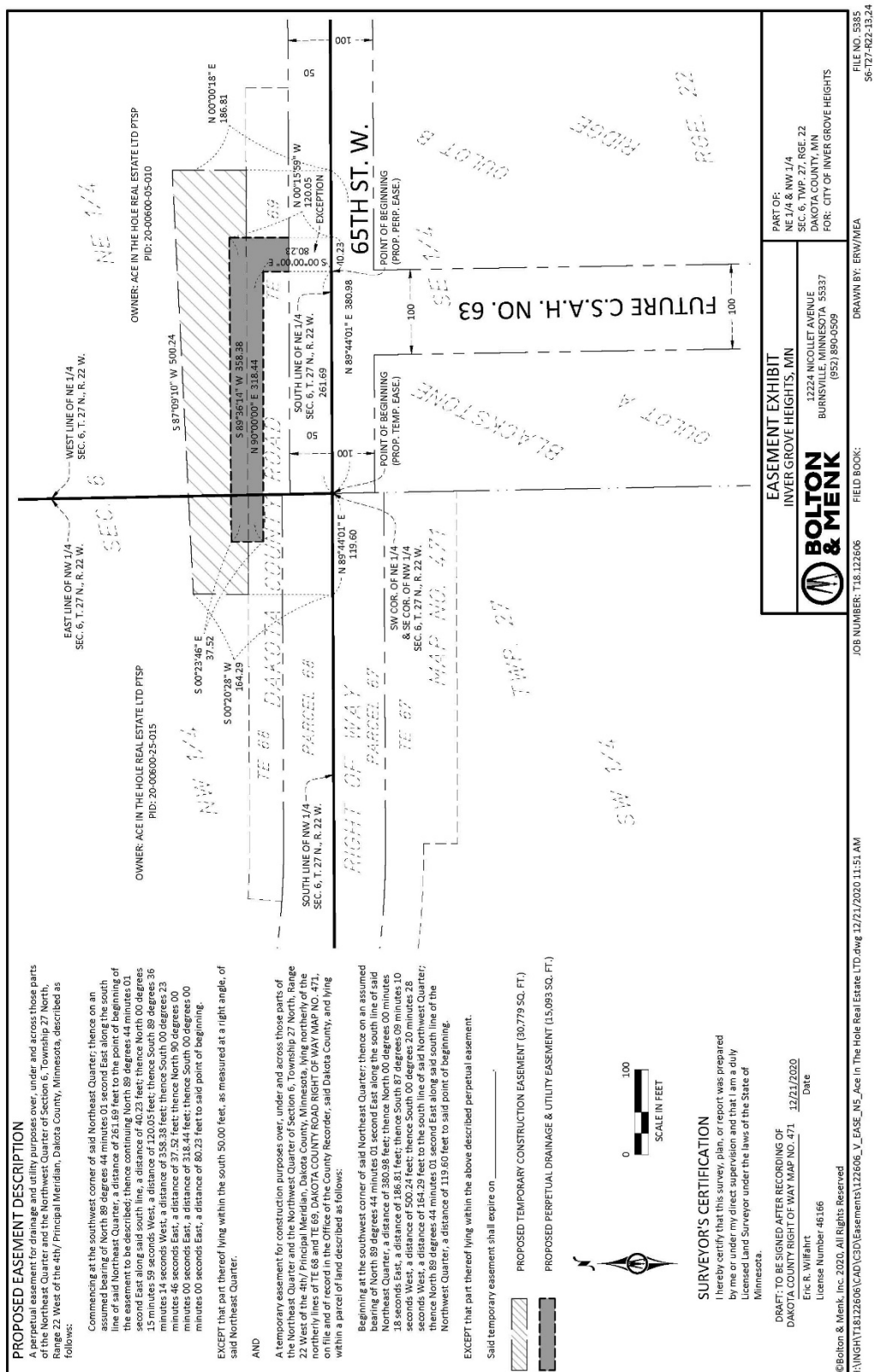


EXHIBIT 2
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES
FOR PARCEL 3

TEMPORARY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

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

TEMPORARY EASEMENT DESCRIPTION

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

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (“Temporary Easement”) under, over, across, through and upon that real property legally described as the Temporary Easement on Exhibit B and likewise depicted on Exhibit C (“Temporary Easement Area”), attached hereto and incorporated herein by reference.

Said Temporary Easement shall expire on June 1, 2022.

The rights of the City include the right of 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 the Temporary Easement; and
- (b) To maintain the Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of drainage and utility, curb, gutter, or other street project improvements; 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 Temporary Easement 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; and
- (e) To enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement.

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

This Instrument Was Drafted By
And After Recording Return To:
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property in Dakota County, Minnesota, legally described as follows:

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

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

PID No.: 20-00600-52-011

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF
TEMPORARY EASEMENT AREA

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

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

Said temporary easement shall expire on June 1, 2022.

Said takings subject to public easements, restrictions and reservations of record, if any.

EXHIBIT C **DEPICTION OF TEMPORARY EASEMENT AREA**

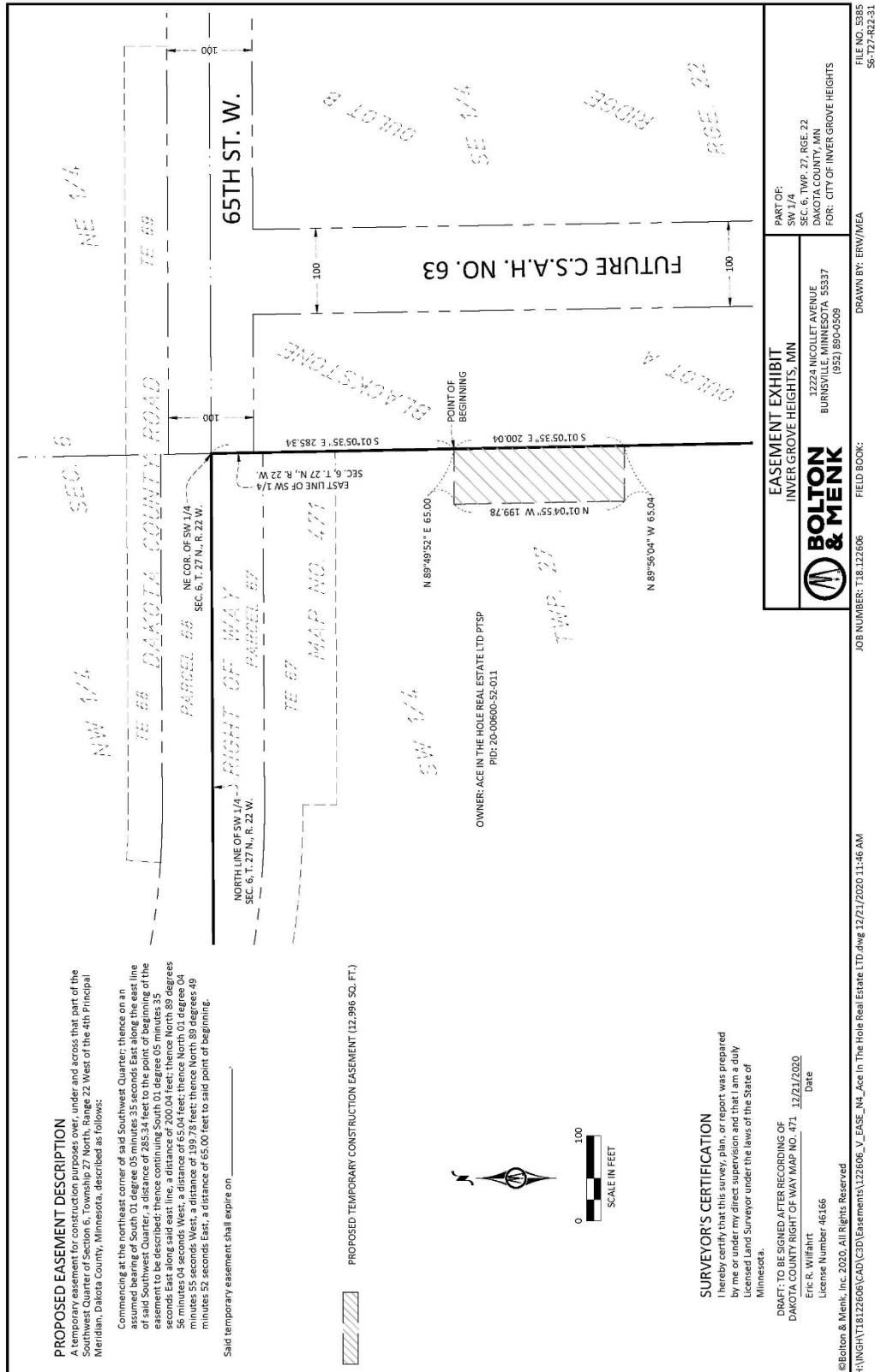


EXHIBIT 3
**PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES
FOR PARCEL 4**

**PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

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

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement for utility and drainage purposes (“Permanent Easement”) under, over and across that real property legally described as the Perpetual Drainage & Utility Easement on Exhibit B and likewise depicted on Exhibit C (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area. The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described as the Temporary Construction Easement on Exhibit B and likewise depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Easement shall terminate on June 1, 2022.

EXEMPT FROM STATE DEED TAX

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To enter upon the Temporary Easement Area (until the date of termination of the Temporary Easement) at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (c) To maintain the Permanent Easement Area, 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
- (d) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and
- (e) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and 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 Permanent Easement Area, 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.

The City's proposed improvements will disturb the Landowner's Property. The City agrees to restore the Landowner's Property to its original condition, to the extent reasonably possible, after having made its improvements.

All work done in connection with the installation, maintenance or repair of any improvements, shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the Easement Area by any person or entity having a right to use the Easement Area.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of Landowner's Property described on Exhibit A, the Permanent Easement Area described as the Perpetual Drainage & Utility Easement on Exhibit B and depicted on Exhibit C and the Temporary Easement Area described as the Temporary Construction Easement on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement and Temporary Easement herein to the City.

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

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

[Remainder of this page has been intentionally left blank]

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

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

AND

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

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

PID: 20-00600-05-010 and 20-00600-25-015

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

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

Commencing at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 261.69 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 44 minutes 01 second East along said south line, a distance of 40.23 feet; thence North 00 degrees 15 minutes 59 seconds West, a distance of 120.05 feet; thence South 89 degrees 36 minutes 14 seconds West, a distance of 358.38 feet; thence South 00 degrees 23 minutes 46 seconds East, a distance of 37.52 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 318.44 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 80.23 feet to said point of beginning.

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

AND

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

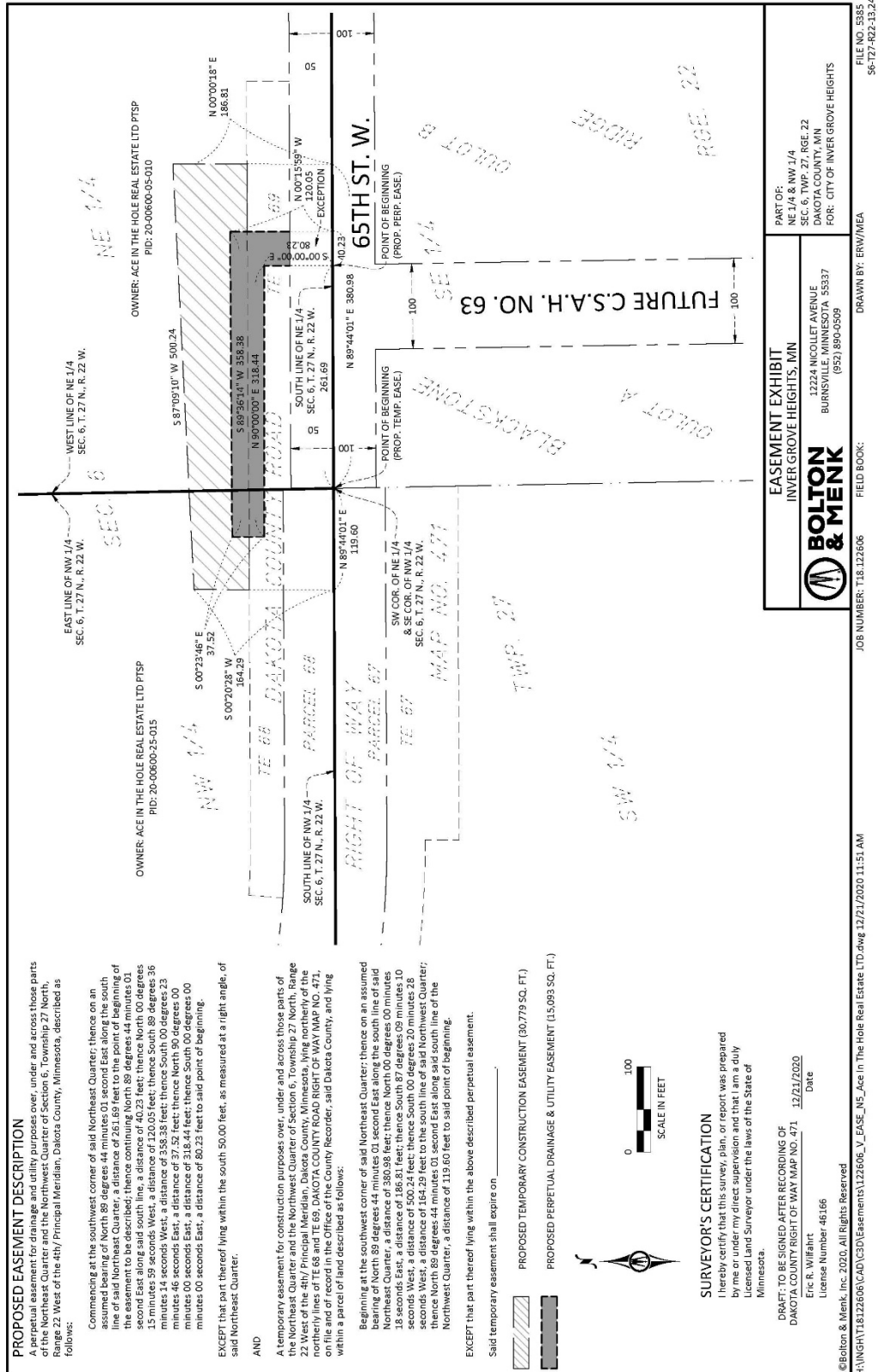
Beginning at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 380.98 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 186.81 feet; thence South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

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

Said temporary easement shall expire on June 1, 2022.

Said takings are subject to public easements, restrictions and reservations of record, if any.

EXHIBIT C **DEPICTION OF PERMANENT EASEMENT AREA** **AND TEMPORARY EASEMENT AREA**



STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: Condemnation

City of Inver Grove Heights, a Minnesota
municipal corporation,

Court File No. 19HA-CV-21-1069

Petitioner,

**STIPULATION OF
SETTLEMENT**

vs.

Ace in the Hole Real Estate Limited Partnership, a
Minnesota limited partnership; et al.,

Respondents.

THIS STIPULATION OF SETTLEMENT is made by and between Petitioner City of Inver Grove Heights (“City”) and Respondents Ace in the Hole Real Estate Limited Partnership, John N. Simons, Jeanne L. Simons, Francis T. Foster, Karen M. Foster, Gene Sarazen and Heather F. Sarazen (individually and collectively “Owners”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. The City has commenced the above-captioned case (“Condemnation Action”) to acquire easement interests in connection with the 2021-01 NWA Trunk Utility Improvements Project (the “Project”) within the City.
3. The Owners are the fee owners of certain real property identified as Parcel 3 and Parcel 4 (collectively “Property”) on City’s condemnation petition. A copy of the relevant excerpts from the condemnation petition are attached and incorporated herein as **Exhibit 1**.

4. The City commenced the Condemnation Action to acquire for the Project a perpetual drainage and utility easement and temporary construction easements over portions of the Property (“Takings”) as legally described in **Exhibit 1**.

5. The City and Owners have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

1. **Settlement Consideration.** Owners agree to convey the easements for the Takings in the forms attached hereto as **Exhibit 2** for Parcel 3 and **Exhibit 3** for Parcel 4 to the City. City will pay the Owners the sum of \$65,400 (“Settlement Amount”) in full and final settlement of all claims for damages arising from the Takings or the Project that were or could have been made in the Condemnation Action.

2. **Settlement Payment.** The City will pay the Settlement Amount by delivering a check to counsel for the Owners, made payable to the Owners, within 15 days of final execution of this Stipulation, easement agreements on **Exhibit 2** and **Exhibit 3**. The Owners will furnish W-9s to facilitate payment.

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

- a. The Owners acknowledge that they will not have to relocate as a result of the Project.
- b. The Owners acknowledge that it has not disclosed an appraisal in connection with this settlement.

4. **Full and Final Compromise.** The terms and conditions of this Stipulation of Settlement constitute a full and final compromise of all matters in dispute that were or could have

been raised in the Condemnation Action with respect to Parcel 3 and Parcel 4 or the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation of Settlement, the Owners waive and release any and all claims they may have against the City in connection with the Condemnation Action.

5. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. The City will pay all filing and recording fees in connection with this settlement.

6. **Condemnation Action.** Upon payment of the Settlement Consideration, the City will record the easement agreements, dismiss the condemnation action, and record a discharge of lis pendens in the Office of the Dakota County Recorder.

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

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

9. **Authority.** The persons signing this Stipulation of Settlement in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[signature pages to follow]

OWNERS

**ACE IN THE HOLE REAL
ESTATE LIMITED PARTNERSHIP**

Dated: _____

Name: _____

Its: _____

Dated: _____

John N. Simons

Dated: _____

Jeanne L. Simons

Dated: _____

Francis T. Foster

Dated: _____

Karen M. Foster

Dated: _____

Gene Sarazen

Dated: _____

Heather F. Sarazen

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

Dated: _____

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

Attorney for Respondents

CITY OF INVER GROVE HEIGHTS

Dated: _____

Thomas Bartholomew, Mayor

Dated: _____

Rebecca Kiernan, City Clerk

LeVANDER, GILLEN & MILLER, P.A.

Dated: _____

Peter G. Mikhail, Lic. No. 0249907
Amanda J. Johnson, Lic. No. 0400128
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831
pmikhail@levander.com
ajohnson@levander.com

*Attorneys for Petitioner City of Inver Grove
Heights*

EXHIBIT 1
EXCERPTS FROM CONDEMNATION PETITION

Parcel 3:

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

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

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

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

Legal Description of the Acquisition:

TEMPORARY CONSTRUCTION EASEMENT

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

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

Said temporary easement shall expire on June 1, 2022.

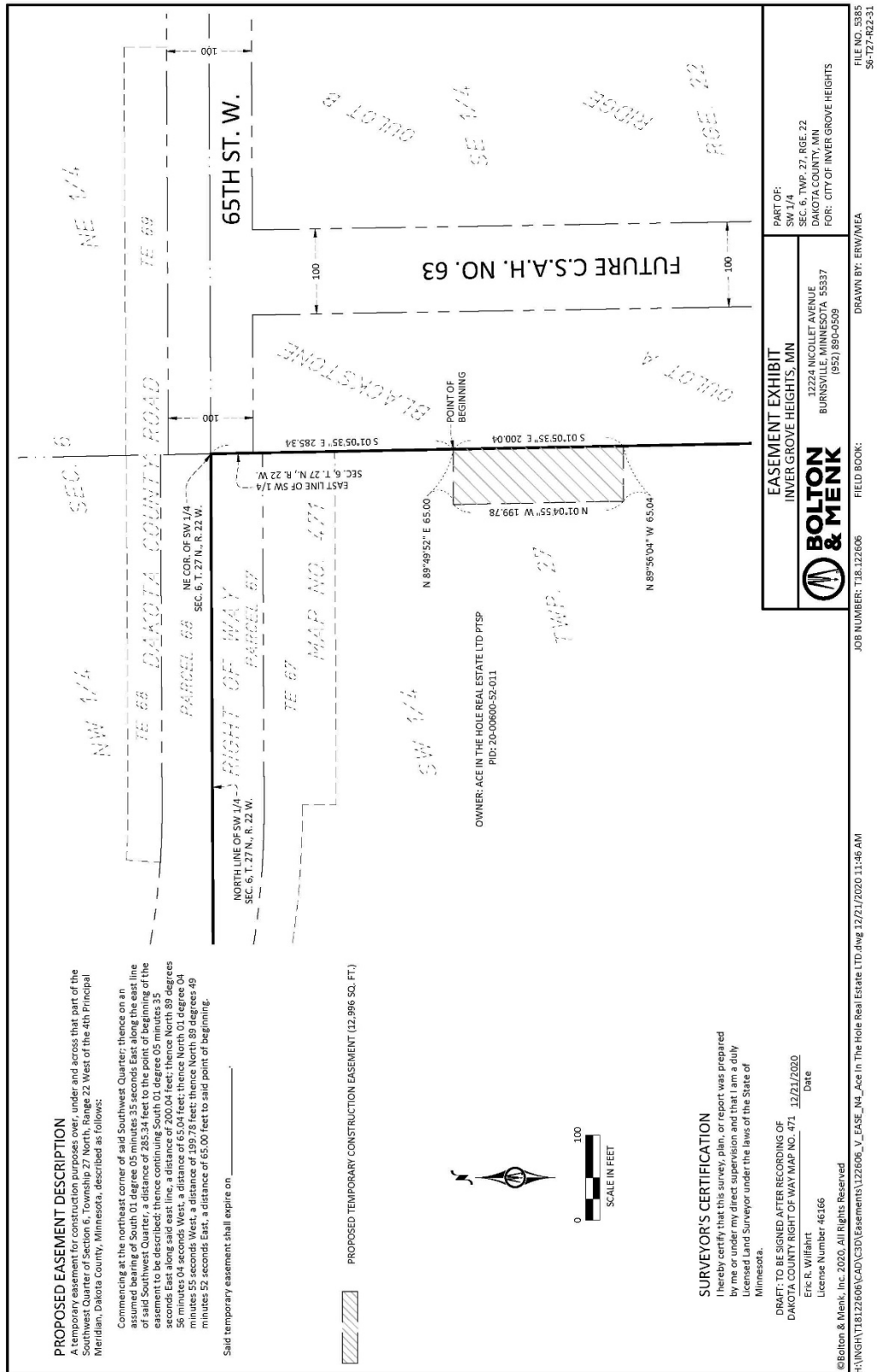
Said takings subject to public easements, restrictions and reservations of record, if any.

Names and Description of Interests to be Acquired

Name	Nature of Interest
Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership	Fee owner
John N. Simons & Jeanne L. Simons, husband and wife	Fee owner
Francis T. Foster & Karen M. Foster, husband and wife	Fee owner
Gene Sarazen & Heather F. Sarazen, husband and wife	Fee owner
Northern States Power Company, a Minnesota corporation	Easement
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketch:



Parcel 4:

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

Street Address: XXXX, Inver Grove Heights, Minnesota 55077

Legal Description:

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

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

AND

The East one-half of the Northwest Quarter (E 1/2 of NW 1/4) of Section 6, Township 27, Range 22, Dakota County, Minnesota except any part thereof lying with the following described parcel:

That part of the East one-half of the Northwest Quarter (E 1/2 of NW 1/4) and the East one-half of the Southwest Quarter (E 1/2 of SW 1/4) of Section 6, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the Southwest corner of said East one-half of the Northwest Quarter (E 1/2 of NW 1/4); thence North 01 degrees 41 minutes 22 seconds West, bearing assumed, along the West line of said East one-half of the Northwest Quarter (E 1/2 of NW 1/4), a distance of 222.44 feet; thence North 74 degrees 01 minutes 10 seconds East, a distance of 277.08 feet; thence South 15 degrees 58 minutes 50 seconds East, a distance of 330.00 feet; thence South 74 degrees 01 minutes 10 seconds West, a distance of 362.49 feet to the West line of said East one-half of the Southwest Quarter (E 1/2 of SW 1/4); thence North 01 degrees 03 minutes 18 seconds West, along said West line to the point of beginning; And except that part of the East one-half of the Northwest Quarter (E1/2 of NW 1/4 of Section 6, Township 27 Range 22, Dakota County, Minnesota, shown as Parcel 13 on the plat designated as Minnesota Department of Transportation Right of Way Plat No. 19-58.

Legal Description of the Acquisition:

PERPETUAL DRAINAGE & UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

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

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

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

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

AND

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

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

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

Said temporary easement shall expire on June 1, 2022.

Said takings are subject to public easements, restrictions and reservations of record, if any.

Names and Description of Interests to be Acquired

Name	Nature of Interest
Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership	Fee owner
John N. Simons & Jeanne L. Simons, husband and wife	Fee owner
Francis T. Foster & Karen M. Foster, husband and wife	Fee owner
Gene Sarazen & Heather F. Sarazen, husband and wife	Fee owner
Northern States Power Company, a Minnesota corporation	Easement
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketch:

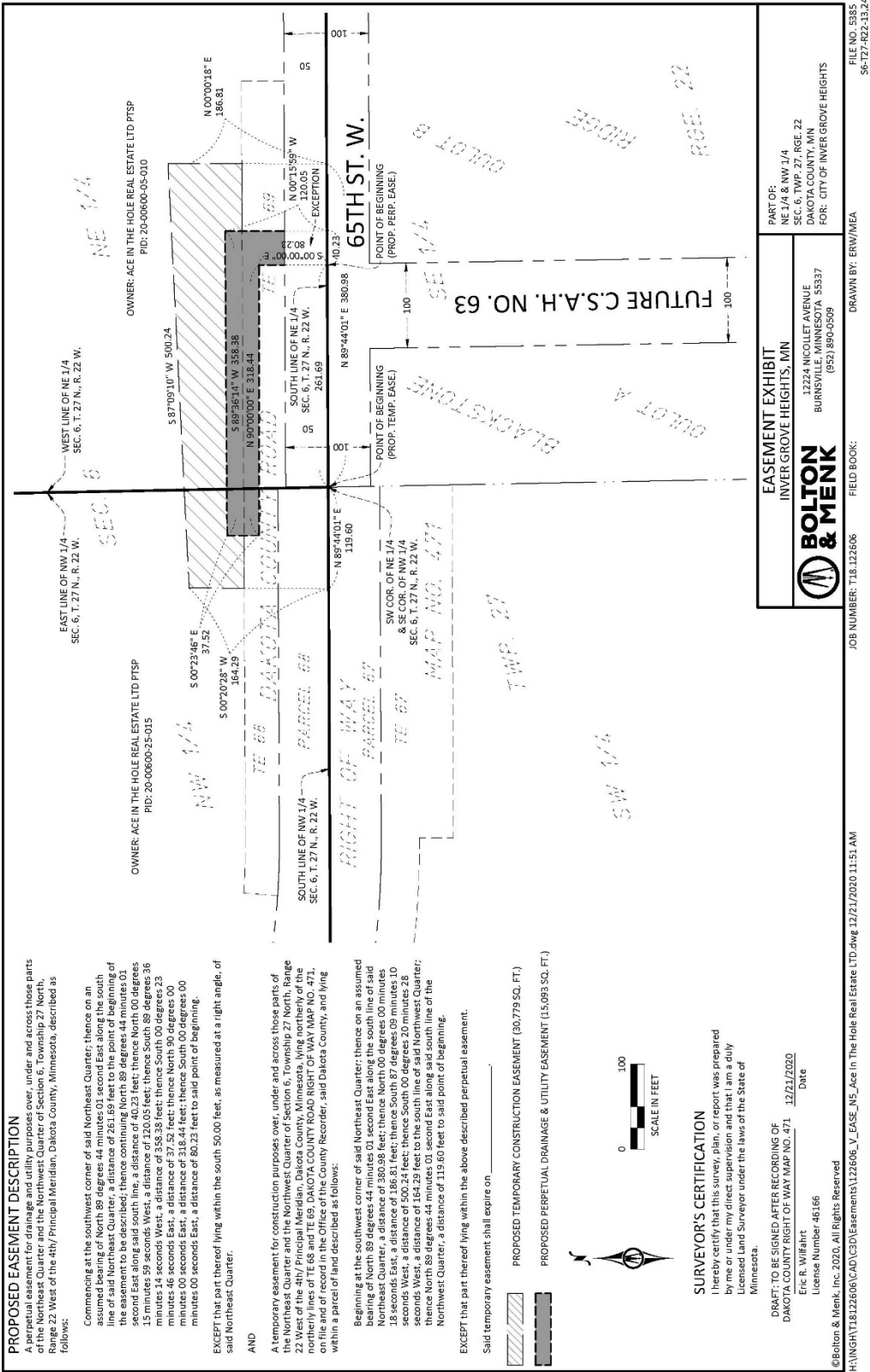


EXHIBIT 2
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES
FOR PARCEL 3

TEMPORARY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

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

TEMPORARY EASEMENT DESCRIPTION

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

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (“Temporary Easement”) under, over, across, through and upon that real property legally described as the Temporary Easement on Exhibit B and likewise depicted on Exhibit C (“Temporary Easement Area”), attached hereto and incorporated herein by reference.

Said Temporary Easement shall expire on June 1, 2022.

The rights of the City include the right of 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 the Temporary Easement; and
- (b) To maintain the Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of drainage and utility, curb, gutter, or other street project improvements; 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 Temporary Easement 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; and
- (e) To enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement.

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

This Instrument Was Drafted By
And After Recording Return To:
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property in Dakota County, Minnesota, legally described as follows:

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

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

PID No.: 20-00600-52-011

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF
TEMPORARY EASEMENT AREA

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

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

Said temporary easement shall expire on June 1, 2022.

Said takings subject to public easements, restrictions and reservations of record, if any.

PROPOSED EASEMENT DESCRIPTION

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

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

Said temporary easement shall expire on _____.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT (12,996 SQ. FT.)

SURVEYOR'S CERTIFICATION

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.

DRAFT: TO BE SIGNED AFTER RECORDING OF
DAKOTA COUNTY RIGHT OF WAY MAP NO. 471 12/21/2020

Eric R. Wilfahrt
Date

License Number 46166

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EASEMENT EXHIBIT
INVER GROVE HEIGHTS, MN

12224 NICOLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952) 890-0509

PART OF:
SW 1/4
SEC. 6, TWP. 27, RGE. 22
DAKOTA COUNTY, MN
FOR: CITY OF INVER GROVE HEIGHTS

FIELD BOOK: JOB NUMBER: T18. 122606 DRAWN BY: ERW/MEA

FILE NO. 5385
56-12742-31

EXHIBIT 3
**PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES
FOR PARCEL 4**

**PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

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

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement for utility and drainage purposes (“Permanent Easement”) under, over and across that real property legally described as the Perpetual Drainage & Utility Easement on Exhibit B and likewise depicted on Exhibit C (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area. The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described as the Temporary Construction Easement on Exhibit B and likewise depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Easement shall terminate on June 1, 2022.

EXEMPT FROM STATE DEED TAX

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To enter upon the Temporary Easement Area (until the date of termination of the Temporary Easement) at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (c) To maintain the Permanent Easement Area, 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
- (d) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and
- (e) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and 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 Permanent Easement Area, 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.

The City's proposed improvements will disturb the Landowner's Property. The City agrees to restore the Landowner's Property to its original condition, to the extent reasonably possible, after having made its improvements.

All work done in connection with the installation, maintenance or repair of any improvements, shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the Easement Area by any person or entity having a right to use the Easement Area.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of Landowner's Property described on Exhibit A, the Permanent Easement Area described as the Perpetual Drainage & Utility Easement on Exhibit B and depicted on Exhibit C and the Temporary Easement Area described as the Temporary Construction Easement on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement and Temporary Easement herein to the City.

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

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

[Remainder of this page has been intentionally left blank]

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

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

AND

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

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

PID: 20-00600-05-010 and 20-00600-25-015

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

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

Commencing at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 261.69 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 44 minutes 01 second East along said south line, a distance of 40.23 feet; thence North 00 degrees 15 minutes 59 seconds West, a distance of 120.05 feet; thence South 89 degrees 36 minutes 14 seconds West, a distance of 358.38 feet; thence South 00 degrees 23 minutes 46 seconds East, a distance of 37.52 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 318.44 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 80.23 feet to said point of beginning.

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

AND

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

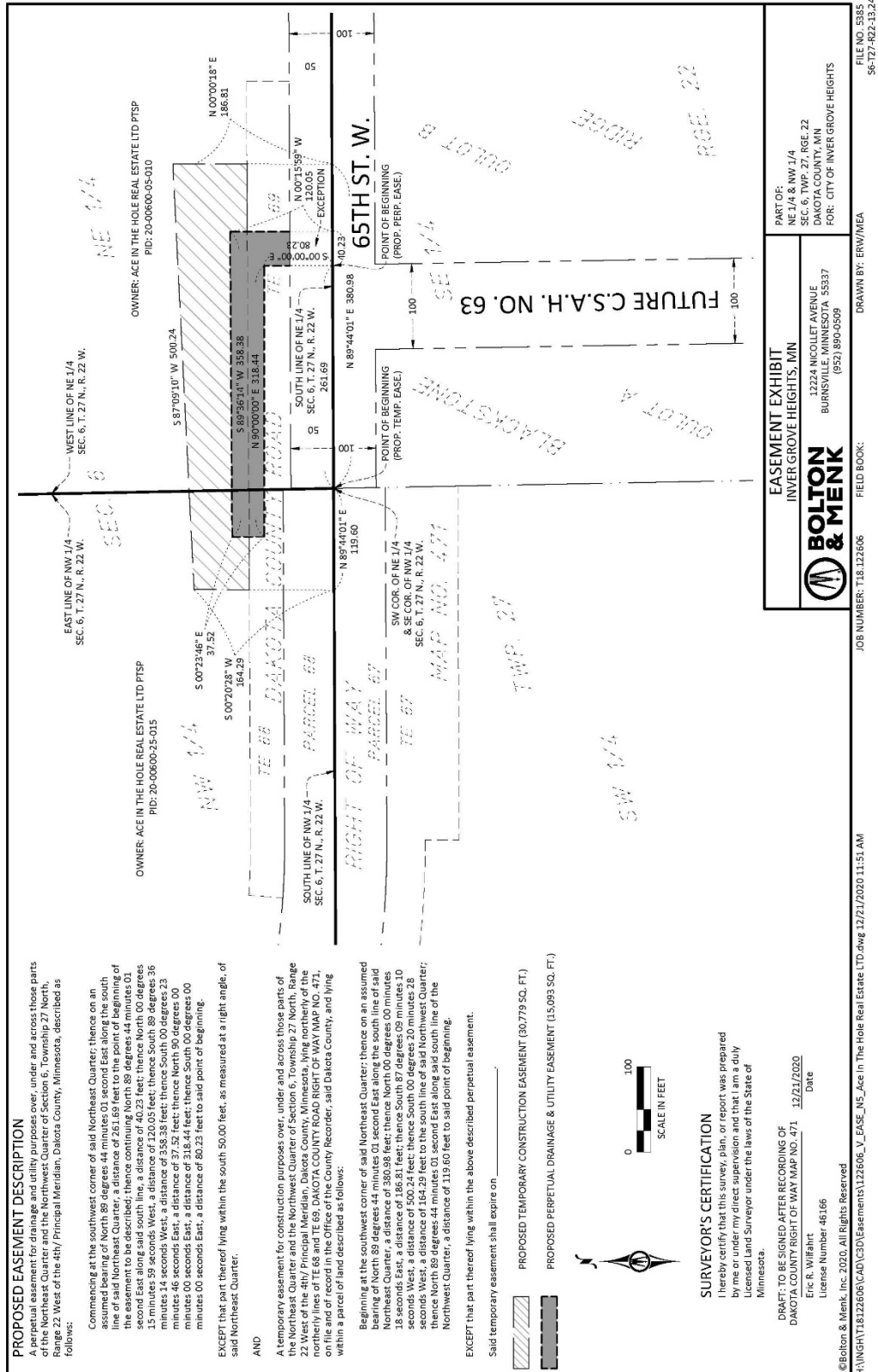
Beginning at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 380.98 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 186.81 feet; thence South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

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

Said temporary easement shall expire on June 1, 2022.

Said takings are subject to public easements, restrictions and reservations of record, if any.

EXHIBIT C **DEPICTION OF PERMANENT EASEMENT AREA** **AND TEMPORARY EASEMENT AREA**



TEMPORARY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”).

PROPERTY DESCRIPTION

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

TEMPORARY EASEMENT DESCRIPTION

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

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto (“Temporary Easement”) under, over, across, through and upon that real property legally described as the Temporary Easement on Exhibit B and likewise depicted on Exhibit C (“Temporary Easement Area”), attached hereto and incorporated herein by reference.

Said Temporary Easement shall expire on June 1, 2022.

The rights of the City include the right of 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 the Temporary Easement; and

- (b) To maintain the Temporary Easement Area, together with the right to excavate and refill ditches or trenches for the location of drainage and utility, curb, gutter, or other street project improvements; 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 Temporary Easement 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; and
- (e) To enter onto the Landowner's Property as needed in order to construct and maintain the Temporary Easement.

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise.

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

This Instrument Was Drafted By
And After Recording Return To:
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real property in Dakota County, Minnesota, legally described as follows:

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

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

PID No.: 20-00600-52-011

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF
TEMPORARY EASEMENT AREA

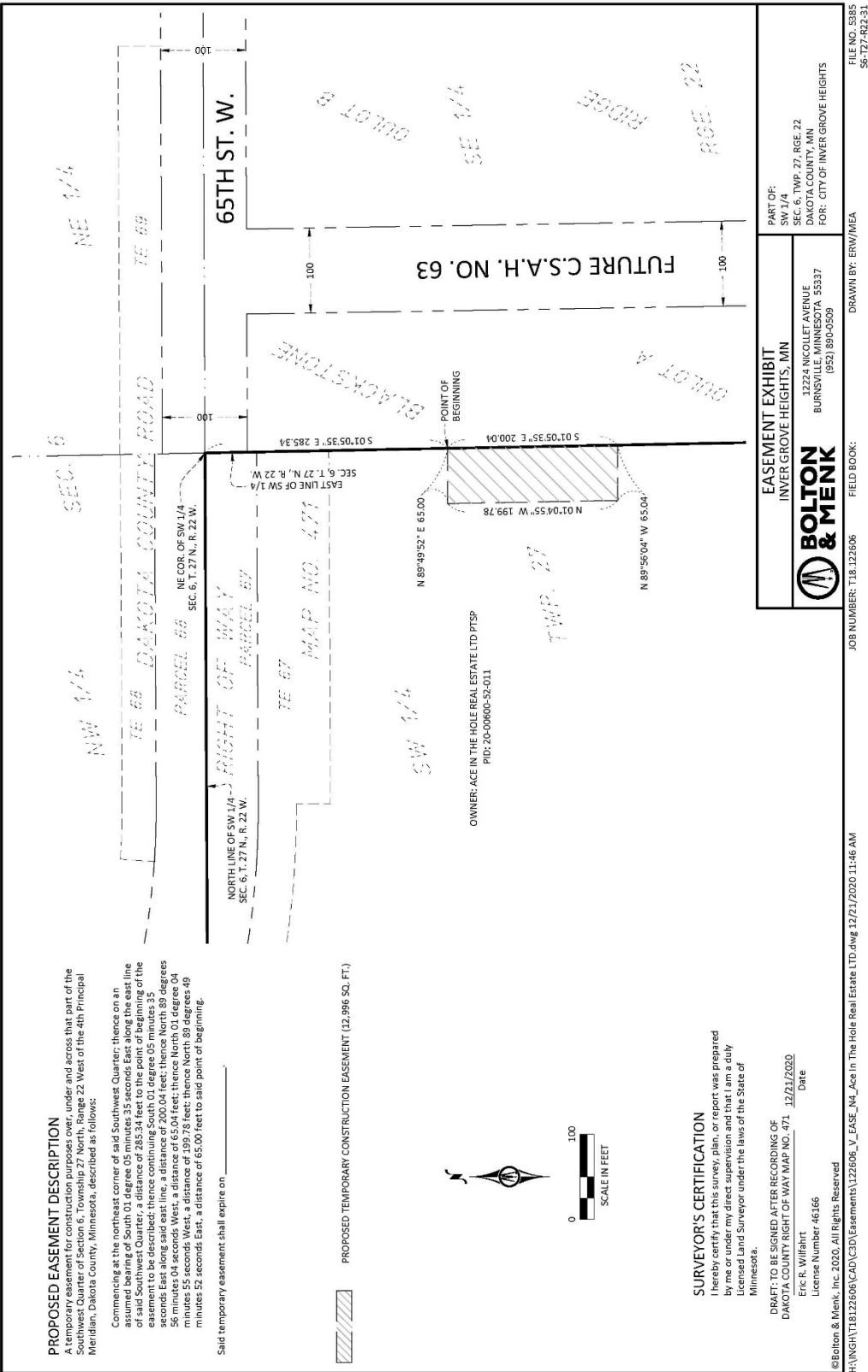
A temporary easement for construction purposes over, under and across that part of the Southwest Quarter of Section 6, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, described as follows:

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

Said temporary easement shall expire on June 1, 2022.

Said takings subject to public easements, restrictions and reservations of record, if any.

EXHIBIT C
DEPICTION OF TEMPORARY EASEMENT AREA



**PERMANENT DRAINAGE AND UTILITY EASEMENT AND
TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES**

THIS EASEMENT AGREEMENT (“Easement”) is made, granted and conveyed this _____ day of _____, 2021, by and between Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, John N. Simons and Jeanne L. Simons, husband and wife, Francis T. Foster and Karen M. Foster, husband and wife and Gene Sarazen and Heather F. Sarazen, husband and wife (individually and collectively “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

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

PERMANENT EASEMENT DESCRIPTION

The Landowner does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement for utility and drainage purposes (“Permanent Easement”) under, over and across that real property legally described as the Perpetual Drainage & Utility Easement on Exhibit B and likewise depicted on Exhibit C (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, storm water facilities, above ground and below ground drainage facilities, any utilities, underground pipes, conduits, culverts, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over and across the Permanent Easement Area. The Permanent Easement rights

further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

Landowner does hereby grant and convey unto the City, its successors and assigns, the following:

A temporary construction easement for grading, sloping and construction purposes in accordance with the plans and specifications provided by the City, and all such purposes ancillary, incident or related thereto ("Temporary Easement") under, over, across, through and upon the real property legally described as the Temporary Construction Easement on Exhibit B and likewise depicted on Exhibit C ("Temporary Easement Area"), attached hereto and incorporated herein by reference.

The Temporary Easement shall terminate on June 1, 2022.

EXEMPT FROM STATE DEED TAX

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To enter upon the Temporary Easement Area (until the date of termination of the Temporary Easement) at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Temporary Easement; and
- (c) To maintain the Permanent Easement Area, 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
- (d) To remove from the Permanent Easement Area and Temporary Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the utility pipes, conduits, mains and above ground and below ground drainage facilities and to deposit earthen material in and upon the Permanent Easement Area and Temporary Easement Area; and
- (e) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area and 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 Permanent Easement Area, 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.

The City's proposed improvements will disturb the Landowner's Property. The City agrees to restore the Landowner's Property to its original condition, to the extent reasonably possible, after having made its improvements.

All work done in connection with the installation, maintenance or repair of any improvements, shall be done expeditiously so as not to unreasonably interfere with or hinder the use and enjoyment of the Easement Area by any person or entity having a right to use the Easement Area.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of Landowner's Property described on Exhibit A, the Permanent Easement Area described as the Perpetual Drainage & Utility Easement on Exhibit B and depicted on Exhibit C and the Temporary Easement Area described as the Temporary Construction Easement on Exhibit B and depicted on Exhibit C and has good right to grant and convey the Permanent Easement and Temporary Easement herein to the City.

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

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

[Remainder of this page has been intentionally left blank]

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

LANDOWNER:

ACE IN THE HOLE REAL ESTATE LIMITED PARTNERSHIP

Name:_____

Its: General Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, 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 is a general partner of Ace in the Hole Real Estate Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Ace in the Hole Real Estate Limited Partnership by authority of the partners of the limited partnership.

Notary Public

John N. Simons

Jeanne L. Simons

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by John N. Simons and Jeanne L. Simons, husband and wife.

Notary Public

Francis T. Foster

Karen M. Foster

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Francis T. Foster and Karen M. Foster, husband and wife.

Notary Public

Gene Sarazen

Heather F. Sarazen

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by Gene Sarazen and Heather F. Sarazen, husband and wife.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Peter G. Mikhail (#0249907)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

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

AND

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

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

PID: 20-00600-05-010 and 20-00600-25-015

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA
AND TEMPORARY EASEMENT AREA

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

Commencing at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 261.69 feet to the point of beginning of the easement to be described; thence continuing North 89 degrees 44 minutes 01 second East along said south line, a distance of 40.23 feet; thence North 00 degrees 15 minutes 59 seconds West, a distance of 120.05 feet; thence South 89 degrees 36 minutes 14 seconds West, a distance of 358.38 feet; thence South 00 degrees 23 minutes 46 seconds East, a distance of 37.52 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 318.44 feet; thence South 00 degrees 00 minutes 00 seconds East, a distance of 80.23 feet to said point of beginning.

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

AND

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

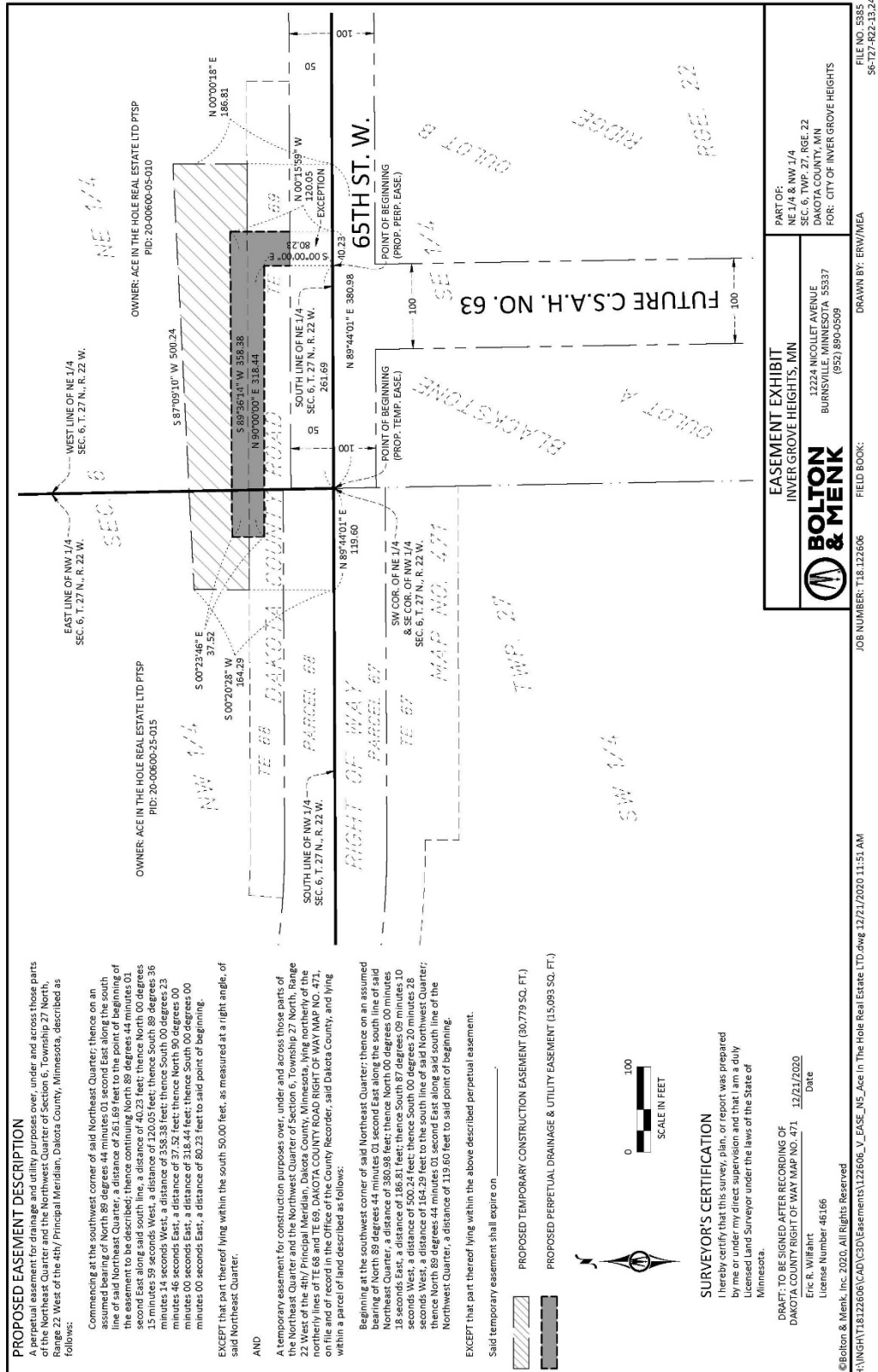
Beginning at the southwest corner of said Northeast Quarter; thence on an assumed bearing of North 89 degrees 44 minutes 01 second East along the south line of said Northeast Quarter, a distance of 380.98 feet; thence North 00 degrees 00 minutes 18 seconds East, a distance of 186.81 feet; thence South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

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

Said temporary easement shall expire on June 1, 2022.

Said takings are subject to public easements, restrictions and reservations of record, if any.

EXHIBIT C **DEPICTION OF PERMANENT EASEMENT AREA** **AND TEMPORARY EASEMENT AREA**



**Request for Council Action****TITLE:** Approve Purchase of Two Outdoor Warning Sirens

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Chief Melissa Chiodo, 651-450-2526	Budget amendment requested	
Prepared by:	Chief Melissa Chiodo	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Admin Amy Hove, Finance Director	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Approve the purchase of two outdoor warning sirens from Federal Signal Corporation at a cost of \$63,301.

SUMMARY:

At the January 25, 2021 meeting, Council received a presentation on the closing of various funds within the City. During those discussions, staff outlined the need to update siren software as well as construct and place two additional warning sirens in the Northwest Area of the City where there exists a gap in siren coverage. At the meeting, Council approved transferring \$120,000 from the closing Equipment Acquisition Fund (Fund 401) to the Central Equipment Fund (Fund 603) to be set aside for warning siren improvements.

Representatives within the Police Department have been meeting with the current siren vendor and working through project specifications. Currently, the City has a quote for the purchase and installation of two Rotating Mechanical Sirens at a cost of \$63,301. It takes approximately 60 days between order and receipt of the sirens, so staff are requesting Council approval to place this order.

These new sirens are equipped with two solar panels approved by the State of Minnesota that charge the battery system. The solar charged battery will provide for up to a minimum of 15 minutes continuous sound after the loss of total power.

In the meantime, staff continue to work with the vendor on costs to update software on the existing siren infrastructure as well as a plan for location and timing on installation of the new sirens. Project details should be ready to present to Council at the June 7, Work Session.



QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems

Quotation No.: FWS **322211132**
Reference 3 your order

Name City of Inver Grove Heights
Co. Name Commander Joshua Otis
Address 8150 Barbara Avenue
City, State, Zip Inver Grove Heights, MN 55077
Phone # 651-450-2528
E-Mail jotis@ighmn.gov



Date 3/18/2021
Reference Solar Charged 2-Way Sirens

CUSTOMER COPY
SALESPERSON COPY
OFFICE COPY

Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	2	2001-130	130 db Rotating Mechanical Siren	\$7,000.00	\$14,000.00
2	2	DCFCTBDH	2-Way DC Siren/Battery Cabinet/(2) 48VDC	6,300.00	12,600.00
3			Contactors/Radio/Sensors/NEMA Aluminum		
4			Cabinets		
5	2	PVS240W-48	Photovoltaic Charging System – Solar Panels	2,700.00	5,400.00
6			Regulator to charge the batteries		
7	2	ES-ENG	State of MN UL Solar Acceptance Sticker	250.00	500.00
8	2	OMNI	3db Gain Omnidirectional Antenna	300.00	600.00
9	2	AMB-P	Antenna Mounting Bracket – Pole	125.00	250.00
10	1	MISC.	Shipping from Factory		1,675.00
11	2	TK-I-2001DCZ2	Installation on 55' Class 2 Wood Pole with	12,985.00	25,970.00
12			extra capacity batteries for solar. All electrical		
13			material, electrical permits.		
14	1	TOTAL	Equipment, Shipping, Installation		\$60,995.00
15					
16			OPTION		
17		TK-IO-CUSTINS	Woodpecker proof poles prior to installation	\$1,153.00	\$2,306.00
18					
19					
20					

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 90 (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL

EST. DEL. WT. _____

DELIVERY 8 – 10 Weeks (ARO)

TERMS Equipment: Net 30 Days Upon Shipment

Services: Net 30 Days Billed Monthly Upon Completion

FREIGHT TERMS See Line Item Above

BY: [Signature]
FWS Sales Representative

ADDRESS: Federal Warning Systems, Inc.
2070 Hart Drive SW
Rochester, MN 55902

BY: _____
Federal Signal / Countersigned

TITLE: _____

Purchase order **MUST** be made out to:
Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484



Request for Council Action

TITLE: Resolution Authorizing Approval of Amended Professional Services Agreement with WSB to Continue Providing Interim Public Works Director Services

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Heather Rand, Interim Admin, 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	HR	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider and approve an amended Professional Services Agreement with WSB for the continued provision of Interim Public Works Director services to the city until such time as city hires a Public Works Director or a 30 day termination of services notice is delivered by city to WSB or October 31, 2021, whichever comes first.

SUMMARY:

Due to a retirement by the previous Public Works Director, the city of Inver Grove Heights has been operating without a city hired Public Works Director since March 1, 2021. A professional search firm Baker Tilly has been hired to conduct a search for a director with a hiring goal of fall 2021.

For the purpose of insuring sound management and leadership in operating the city's public works department until a new director is hired, the city has contracted with the engineering firm WSB to provide interim public works director services. The existing WSB agreement for such services provides the city between 15- 20 hours per week of dedicated service from WSB employee Klay Eckles, PE, at monthly retainer rate of \$4,750 through July 31, 2021. The Interim City Administrator and City Council have been very pleased with the WSB services provided to date and wish to continue this arrangement with some amendments that better meet the needs of the city.

Namely, the Interim City Administrator recommends an amended service agreement with WSB that would increase the weekly hours Klay and/or a similarly skilled colleague at WSB may assist the city by 5 hours per week/20 per month. The previous agreement had a retainer the city paid to WSB of \$4750/mo. for Interim Public Works Director Services. The new proposal that reflects an increase in hours (20/month) has a new monthly retainer fee of \$6950/mo. This new retainer fee reflects 5 additional hours of service provided per week (20/mo) at a rate of \$110/hour.

Secondly, after consult between Klay Eckles who has worked as Interim Public Works Director for a few months now and the Interim City Administrator, going forward they recommend that the amended WSB agreement also provide an option for additional technical support from WSB that may be tapped on an hourly basis to further assist Klay in accomplishing critical city public works initiatives the city council and Interim City Administrator are in support of accomplishing. The additional technical support would be approved in advance by the Interim City Administrator on a project-by- project basis with the fees for such WSB services falling within a \$137-197/hour cost, dependent upon the technical level of skill required for a given special project. The Interim Administrator is confident she can navigate and determine with Klay, if and when such additional services are warranted over the next couple of months. Having this advance flexibility is valuable to improve the city's responsiveness to needs that arise in the coming months without a Public Works Director.

Third, the existing contract terms ends July 31, 2021. The amended agreement as proposed, has a term that ends on October 31, 2021 or when a new city Public Works Director is hired by the city and the agreement may be terminated by either party with a 30 day notice. This provides continuity of service.

The Interim City Administrator recommends acceptance of the new WSB agreement as it improves the service provision by WSB to our city and public works department, provides for no gap in Interim Public Works Director services in the coming months and the expense falls within the existing Public Works Department budget given the department is presently operating without a Public Works Director and the commensurate expense of salary and benefits being paid out for such position. As such, the Interim City Administrator further recommends the city council authorize customary city officials to execute the new, amended agreement with WSB dated May 3, 2021 that includes all the recommended new provisions that are beneficial to the city.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-146**

RESOLUTION AUTHORIZING APPROVAL OF AMENDED PROFESSIONAL SERVICES AGREEMENT WITH WSB TO CONTINUE PROVIDING INTERIM PUBLIC WORKS DIRECTOR SERVICES TO THE CITY

WHEREAS, the City of Inver Grove Heights Public Works Director position has been vacant since March 1, 2021 and a professional search will be conducted to fill such position in the coming months, and;

WHEREAS, the city entered into a professional service agreement with WSB to provide Interim Public Works Director services to the city on February 22, 2021 and is satisfied with overall performance of such arrangement, and;

WHEREAS, the Interim City Administrator and City Council have identified specific changes to the service agreement that would be beneficial to the city and WSB has responded to such requests with a May 3, 2021 dated amended professional service proposal that better meets the city's needs and expectations for Interim Public Work Director going forward.

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

1. Accepts the May 3, 2021 dated amended professional service proposal from WSB for Interim Public Works Director services at the rates and in the manner proved in the attached amended Professional Engineering Services Agreement.
2. Authorizes the execution of the attached amended agreement by appropriate city officials with WSB for the purpose of insuring continuation of Interim Public Works Director services until such time as they are not required by the city any longer.ith all applicable laws and regulations as stated in all contract agreements.

Adopted by the City Council of the City of Inver Grove Heights on May 10, 2021.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk



May 3, 2021

Ms. Heather Rand
Interim City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal to Provide Professional Engineering Services
Interim Public Works Director

Dear Heather:

On behalf of WSB, we are pleased to submit this amended Supplemental Agreement to our existing Professional Services Agreement to provide Interim Public Works Director services to the City of Inver Grove Heights. We anticipate changes to our existing Interim Public Works Director services delivery will be amended immediately upon receiving Council authorization. WSB will continue to serve the City until a new Public Works Director is hired by the City, for a period of up to 6-months beyond the date of this amended agreement. Following this revised 6-month period, should the City still require interim services, WSB will work with the City to provide additional support as needed.

We have developed an approach based on our understanding of your needs as well as our familiarity with the City. Our approach includes the following:

Interim Public Works Director and Project Management Support

Klay Eckles, PE will continue to serve as the Interim Public Works Director for the City of Inver Grove Heights.

With this amendment, we are proposing to provide the City with additional WSB technical expertise, in the form of Project Managers, that can assist Klay with delivery of larger City initiatives, such as pavement and asset management.

We expect to provide the following services to the City based on our discussion with you:

Current Scope of Services for Interim Public Works Director

- Staff coordination and direction
- Communication of all necessary information to the City's Administrative Team and Council regarding Public Works operations, and facilitation of effective updates to stakeholders.
- Ensuring the Department delivers prompt, courteous and thorough customer service to the community.
- Overseeing the preparation and timely submittal of all Council agenda items.

- Coordinating weekly with Public Works Divisions, including:
 1. Streets
 2. Utilities
 3. Engineering
- Coordination of invoice payments with the Public Works Department's Assistant.
- Assisting with the preliminary development of the City's 2022 budget.
- Overseeing timely and on-budget delivery of on-going studies/permitting efforts currently underway within the Department, including:
 1. Water System Risk Assessment and Emergency Response Plan
 2. Utility Rate Analysis
 3. The City's MS4 permit update
 4. Updates to the City's Pavement Management Program
- Coordination with the City Attorney's office as necessary.
- Managing Department and Capital Improvement Plan budget expenditures.
- Attending weekly Department Head meetings.
- Attending City Council meetings on an as-needed basis.
- Providing office hours on a specified schedule for regular and predictable availability, as well as flexibility to schedule additional meetings as needed.

Additional Scope of Services Proposed with this Amendment:

- Beyond the 15-20 hours of Interim Public Works Director support Klay is currently providing, Klay will enlist the help of additional WSB resources for an additional 5-hours per week to further support the City.
- Up to 5 hours per week of additional WSB technical support. Based on the need, Klay will select from WSB resources the expertise that will assist Klay with the delivery of City initiatives. The range of billing rates for these resources can vary from \$137/hour to \$197/hour. Klay will work to identify the most cost-effective individual to deliver the service, and the services for this individual will be billed on an hourly basis at their 2021 billing rate. Attached is a copy of WSB's 2021 Billing Rate Table, for your reference.

This list is not all-inclusive, nor is it meant to be. We are comfortable working with you to prioritize the time spent on specific activities to get the most out of the time allocated to the position.

Office Hours

Klay will continue to serve the City by providing 15 to 20-hours of on-site office hours each week. Additional WSB support services will be provided off-site, and deliverables will be channeled through Klay for delivery to the City.

Basis of Compensation

We propose to continue provide Interim Public Works Director services on a revised monthly retainer basis of \$6,950.00 per month. This assumes 15 to 20-hours per week of on-site support from Klay plus an additional 5-hours per week of off-site support to be provided by the larger WSB Team. This rate would remain effective through October 31, 2021. If the City wishes to continue this agreement beyond October 31, 2021, we would be happy to meet with the City to evaluate additional Interim Public Works Director services and provide a supplemental proposal. As a new Public Works Director is hired on by the City, WSB will work with the City Administrator to define a mutually agreeable end-date for Interim Public Works Director Services.

An additional 5 hours per week of WSB technical support will be provided by the best-suited staff using their 2021 billing rates. The range of billing rates for these resources can vary from \$137/hour to \$197/hour, and Klay will work to identify the most cost-effective individual to deliver the service.

For services that may be requested outside of this retainer scope, we propose to provide Interim Public Works Director Services at an hourly rate of \$110/hour. Prior to beginning work on any requested out-of-scope services, Klay will seek authorization from the (Interim) City Administrator after clearly defining the scope and expectations for deliverables.

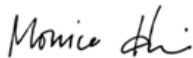
Start Date

We propose to have this contract begin immediately upon Council authorization to best support the City.

If you have any questions or concerns, please contact me at 952-737-4675. Thank you for the opportunity to serve the City of Inver Grove Heights.

Sincerely,

WSB



Monica Heil, PE
Vice President – Municipal Services

ACCEPTED BY: CITY OF INVER GROVE HEIGHTS, MN

Signature: _____

Date: _____

Name: _____

Title: _____

2021 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$154 - \$197
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$154 - \$197
PROJECT MANAGER	\$137 - \$152
PROJECT ENGINEER GRADUATE ENGINEER	\$92 - \$150
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$59 - \$148
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$71 - \$152
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$59 - \$147
PLANNER SR. PLANNER	\$71 - \$152
GIS SPECIALIST SR. GIS SPECIALIST	\$71 - \$152
CONSTRUCTION OBSERVER	\$95 - \$121
SURVEY	
One-Person Crew	\$152
Two-Person Crew	\$199
Three-Person Crew	\$214
OFFICE TECHNICIAN	\$54 - \$95

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.



Request for Council Action

Continued Public Hearing to Consider Resolution Ordering Project, Authorizing Preparation of Plans and Specifications, Accepting 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:	May 10, 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:

Continued Public Hearing to Consider resolution ordering project, authorizing preparation of plans and specifications, accepting 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 the consultant 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.

Kimley-Horn has provided an engineering services proposal in the amount of \$180,800 for design, land acquisition, bidding, staking and construction management services. A copy of the proposal is available at the Engineering Division.

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

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

**RESOLUTION ORDERING PROJECT, AUTHORIZING PREPARATION OF PLANS AND
SPECIFICATIONS, ACCEPTING 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. 2021-147

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 April 12, 2021, the City Council continued the public hearing to May 10, 2021;

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the continued hearing was held thereon on May 10, 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:

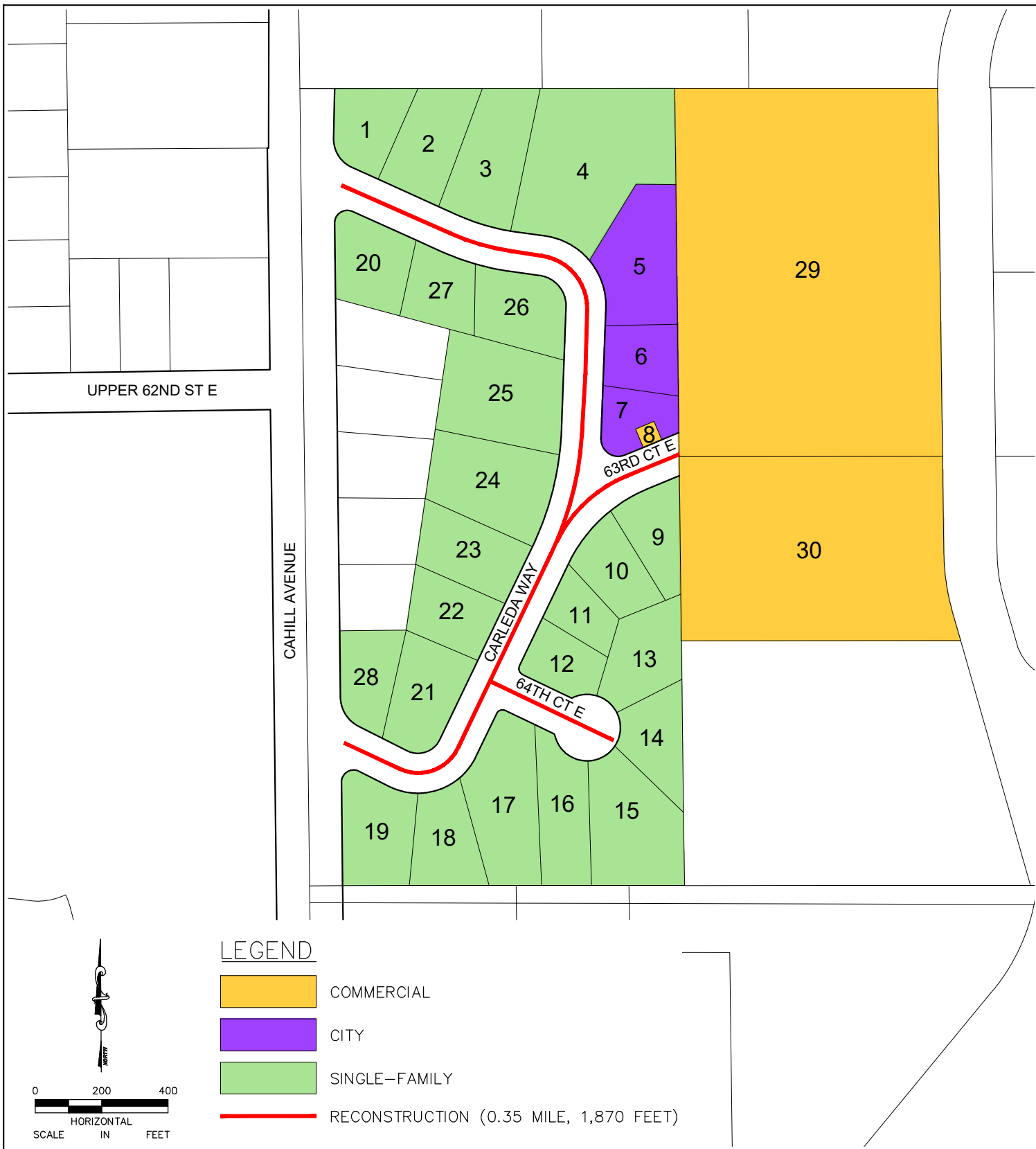
1. Such improvement is hereby ordered as proposed in this Council resolution adopted May 10, 2021 for City Project No. 2016-09F Carleda Way Area Improvements.
2. The amendment to engineering services proposal IPO 27B from Kimley-Horn in the amount of \$180,800 for design, land acquisition, bidding and 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 10th day of May 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

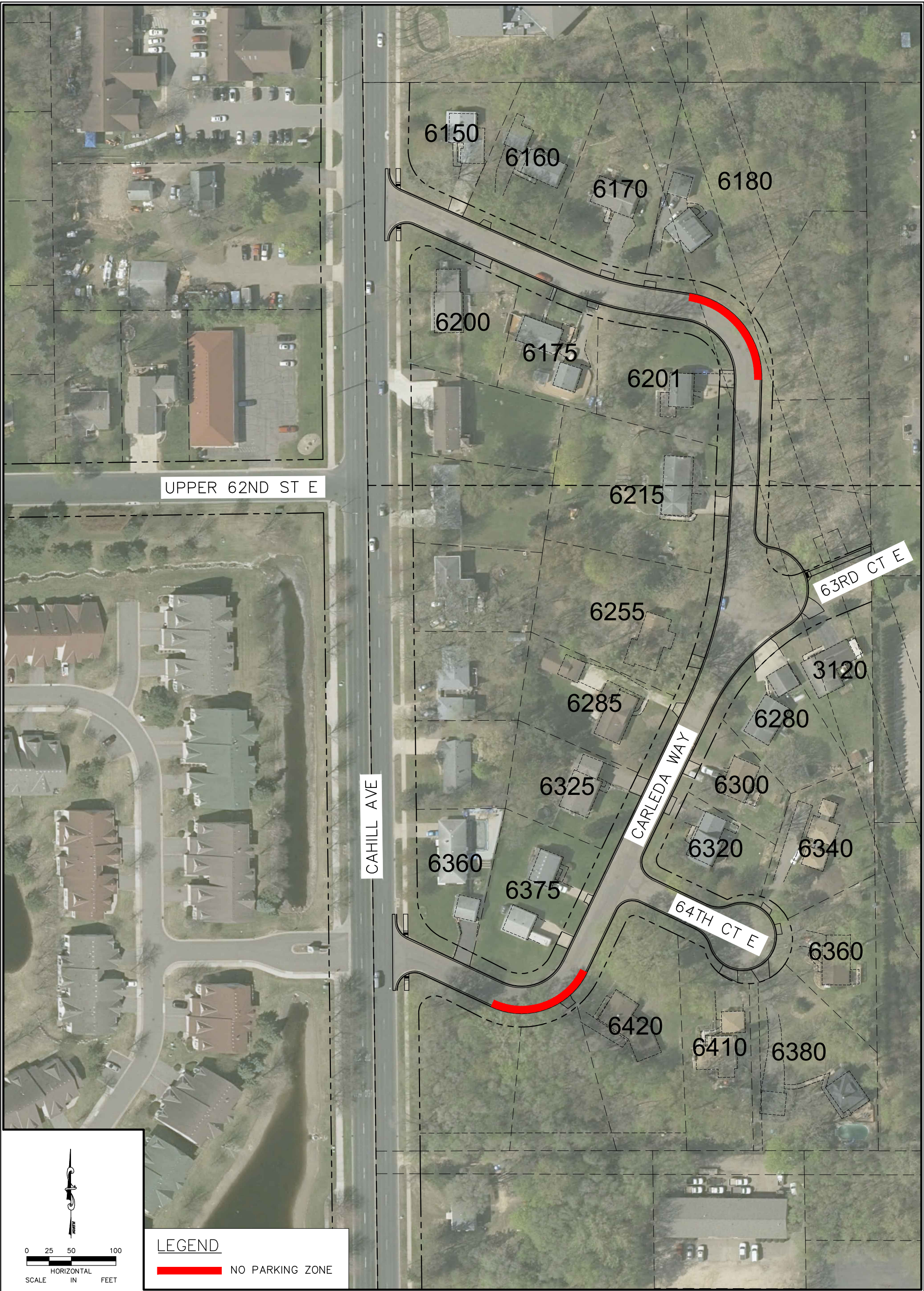
**CARLEDA WAY AREA IMPROVEMENTS
CITY PROJECT NO. 2016-09F
PRELIMINARY ASSESSMENT ROLL**

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.





Request for Council Action

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: May 10, 2021	None	X
Item Type: Consent	Amount included in current budget	
Contact: Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by: Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by: Heather Rand Community Development Director	New FTE requested - N/A	
	Other	

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSES

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of fifteen (15) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

5445 BREWER LANE: JASON GASKILL
 6997 DELANEY AVENUE: ROBERT DAHL
 3303 75TH STREET EAST: ROBERT DAHL
 7510 CONCORD BLVD: JOEL BROWN
 8555 BACARDI AVENUE: JOEL BROWN
 10805 RICH VALLEY BLVD: PETER TJORNHOM
 5445 BABCOCK TRAIL #202: ERIK LARSON
 5445 BABCOCK TRAIL #206: ERIK LARSON
 5445 BABCOCK TRAIL #207: ERIK LARSON
 5445 BABCOCK TRAIL #208: ERIK LARSON
 5447 BABCOCK TRAIL #103: ERIK LARSON
 5447 BABCOCK TRAIL #104: ERIK LARSON
 5447 BABCOCK TRAIL #202: ERIK LARSON

5447 BABCOCK TRAIL #204: ERIK LARSON
5447 BABCOCK TRAIL #206: ERIK LARSON

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

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.



Request for Council Action

TITLE: Consider Application for Renewal Rental License for 6930 Crosby Ave. Property

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	x
Item Type:	Regular-Administration	Amount included in current budget	
Contact:	Melissa Chiodo, Chief of Police	Budget amendment requested	
Prepared by:	Nicole Cook, Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

At its April 26, 2021 meeting, the Council began consideration of the application for a renewal rental license for the single family residence located at 6930 Crosby Street (Rental Property). The Rental Property was purchased in 2019 by Twelve Thirteen Properties LLC (Twelve Thirteen Properties). On April 5, 2019, Twelve Thirteen Properties applied for and was issued a rental license for the Residence. The term of that initial rental license ran from April 23, 2019 through March 31, 2021. On January 22, 2021, Twelve Thirteen Properties applied for a renewal rental license for the Property.

The Council began its consideration of the renewal license application, along with the staff recommendation for approval with conditions based on the number and type of police calls to the Rental Property over the past 20 months (21 total calls, many related to drug/criminal activity) before continuing the application to the May 10th Council meeting and directing staff to prepare a resolution of denial of the application for Council consideration.

SUMMARY:

Consider the renewal rental license application for the rental property located at 6930 Crosby.



**COMMUNITY
DEVELOPMENT
DEPARTMENT**

8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077

651-450-2500

www.ighmn.gov

May 5, 2021

TWELVE THIRTEEN PROPERTIES LLC
JAKE MILDON
5865 NEAL AVE N #310
STILLWATER, MN 55082

RE: 6930 CROSBY AVE

Dear Property Owner:

Thank you for submitting your renewal application for a rental license.

You are hereby notified that the City Council will again consider your rental license application for the above-mentioned property at its regularly-scheduled Council Meeting on Monday, May 10, 2021 at 6:00 p.m. in the Inver Grove Heights City Council Chambers located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At that meeting, Staff will recommend that the license application be approved subject to the imposition of certain reasonable conditions to address a concerning number of police calls to the property over the past twenty months. A copy of the proposed resolution of approval, including the recommended conditions of approval, is included with this letter. As you are aware, the Council will also consider denial of your rental license application. A copy of the draft resolution of denial is included with this letter.

You have the right to attend the hearing and to be heard prior to the Council making a decision regarding your application.

At the hearing, you have the right to be represented by counsel, the right to respond to the information presented to the Council, and the right to present information to the Council. Following the hearing, the City Council may take any of the following actions:

- (a) Approve the license;
- (b) Deny the license; or
- (c) Approve the license subject to reasonable conditions.

The decision by the City Council following a hearing is final. If you have any questions regarding this matter, please contact me before the May 10th council meeting.

Respectfully,

Nicole Cook
651-450-2491
ncook@ighmn.gov

Memo



To: Mayor and Members of the Council

From: Chief Chiodo

cc: Nicky Cook

Date: 04/9/2021

Re: 6930 Crosby Avenue

I received a call from a council member that residents of Inver Grove Heights that live near 6930 Crosby Avenue were concerned about behaviors going on at the home which is a rental property. I pulled the 911 calls from calendar years 2019, 2020, and 2021 and found that police responded to that residence 21 times. This is an unusually high number of police calls to one residence so I researched what the calls were for. One call was a medical call, and the remaining calls were for problems caused by the tenants or their guests that ranged from robbing someone in a nearby park while armed with a gun, drug use and assault with a knife to name a few. I have listed all the calls below.

19-017019 6930 Crosby Ave MISC 7/1/2019 Investigation

19-019506 6930 Crosby Ave AOA 7/26/2019- Arrested an Adult for another police agency at this address

19-019769 6930 Crosby Ave Follow Up 7/9/2019- Officers looking for a male at the house with an arrest warrant

19-021336 6930 Crosby Ave PROB 8/14/2019 Officers conducted a check up on an individual at the home for their probation officer

19-021410 6930 Crosby Ave WARR 8/15/2019 Officers served a warrant at the home for a resident with an active warrant

19-025162 6930 Crosby Ave 911 HANGUP CALL 9/24/2019 -male claimed he was sanitizing phone and made the call

19-029724 6930 Crosby Ave SUSP 11/15/2019-vehicle parked in front of house occupied and people coming up to it then leaving for last 20 minutes

19-031406 6930 Crosby Ave CKWEL 12/06/2019 A juvenile outside at this address told a neighbor she was dropped at this address and was allegedly visiting her father inside and she had not been to school in over a year, she could not get in the address, so the neighbor called police to check on her.

19-032960 6930 Crosby Ave MED 12/15/2019 male inside seizing and foaming at the mouth

20-004116 6930 Crosby Ave DISTURBING PEACE/D (DIST) 2/8/2020

20-004117 6930 Crosby Ave MISCELLANEOUS OTHER (MISC) related to Disturbing the Peace Call, return call for follow up on 2/8/20

20-008283 6930 Crosby Ave MEDICAL (MED) 3/17/2020

20-011323 6930 Crosby Ave SUSPICIOUS PERSON (SUSP) 4/24/2020 Uber Driver arrived to pick up person and they were a no show

20-011858 6930 Crosby Ave ASSAULT (ASLT) 5/1/2020 - roommates fought, and one cut the other with a knife while fighting, one booked into jail for assault

20-020735 6930 CROSBY Ave WARRANT SERVICE (WARR)- 7/27/2020 Multiple Felony Warrants served on tenant for terroristic threats, Threats of Bodily Violence. One booked into jail.

20-021222 6930 Crosby Ave DRUG ACTIVITY (DRUG), 8/1/2020, roommate smoking methamphetamines in the home. Criminal Citation Issued

20-021279 6930 Crosby Ave CIVIL/ASSIST (CIVIL) 8/12/2020 -911 Caller claimed he needs his medications out of this halfway house and wanted police to assist him going inside. There were 3 people in the home waiting to assault the tenant that wanted his medications. A report was completed for a vulnerable adult.

20-024581 6930 Crosby Ave MUTUAL AID/ASSIST (AOA) 9/2/2020, Assist Another Agency, help the court system notify the tenants that one resident was being sent back to St. Cloud Prison to finish out their prison sentence.

20-028923 6930 Crosby Ave ROBBERY (ROB) 10/15/2020-A woman who had been in the park was the victim of an armed robbery by a male under the influence of something. She observed him go into 6930 Crosby Avenue and then leave in a car. Police Report Filed.

21-000226 6930 Crosby Ave WARR 01/03/2021 Police Served a warrant for Felony Violation of a domestic abuse no contact order and probation violation at this residence

21-001772 6930 Crosby Ave AOA 1/18/2021 Officers were looking for a possible resident who was the subject of a KOPS Alert-terroristic threats with a weapon towards a mother and child

When the officers have dealt with the individuals in this home, they have reported it to be a "halfway" house for those getting out of jail or prison. After doing some research I found that this home is not registered to be any type of treatment or rehabilitation type facility. I have serious concerns about the safety of this neighborhood due to this property and the people that have been residing at it as a rental property.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-148**

**A RESOLUTION APPROVING A RENEWAL RENTAL LICENSE WITH
CONDITIONS FOR THE PROPERTY LOCATED AT 6930 CROSBY AVE.**

WHEREAS, Inver Grove Heights City Code Chapter 13 establishes license requirements for rental properties within the City and authorizes the City Council to approve, deny, or approve a license with reasonable conditions; and

WHEREAS, the property located at 6930 Crosby Ave. (Property) is owned by Twelve Thirteen Properties LLC; and

WHEREAS, the Owner has applied for a renewal rental license for the Property; and

WHEREAS, due to the excessive number of police calls and responses to the Property (twenty-one responses in less than two years) and the types of conduct constituting the basis for many of those calls, and upon recommendation of the Chief of Police, significant concerns exist with respect to this rental Property related to the protection of the health and safety of tenants and neighbors; and

WHEREAS, City Code Section 4-13-8 authorizes the issuance of a rental licensed with reasonable conditions when deemed appropriate by the City Council; and

WHEREAS, staff recommend that the rental license renewal application for the 6930 Crosby Ave. property be approved, provided that certain conditions are imposed on the license to address concerns related to the excessive number of police calls to the Property.

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

1. The City hereby **APPROVES** the renewal rental license application for the rental property located at 6930 Crosby Ave. subject to the following conditions:
 - a. Within ten (10) days of issuance of this license, Owner shall:
 - i. Verify in writing and upon oath that it is requiring the Minnesota crime free lease addendum or its equivalent as part of its leases for existing leases, and will continue to require the Minnesota crime free lease addendum or its equivalent for all leases going forward; and
 - ii. Provide current copies of all information required by Chapter 13 of the City Code for issuance of a rental license.

- b. Owner shall have no rental license or other ordinance violations at the Property, and the property shall not be the subject of excessive police and nuisance enforcement services, as that term is defined in Chapter 15 of the City Code.
 - c. Owner shall cooperate with the Police Department to resolve drug and other illegal activity on the Property.
2. Owner is hereby advised that failure to comply with the terms of this conditional rental license approval, as well as all of the applicable provisions of Chapter 13 of the City Code, may constitute grounds for suspension or revocation of the rental license for the Property.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 10th day of May, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-148**

**A RESOLUTION DENYING A RENEWAL RENTAL LICENSE WITH CONDITIONS
FOR THE PROPERTY LOCATED AT 6930 CROSBY AVE.**

WHEREAS, Inver Grove Heights City Code Chapter 13 establishes license requirements for rental properties within the City and authorizes the City Council to approve, deny, or approve a license with reasonable conditions; and

WHEREAS, the property located at 6930 Crosby Ave. (Property) is owned by Twelve Thirteen Properties LLC; and

WHEREAS, the Owner has applied for a renewal rental license for the Property; and

WHEREAS, due to the excessive number of police calls and responses to the Property (twenty-one responses in less than two years) and the types of criminal conduct constituting the basis for many of those calls, and upon recommendation of the Chief of Police, significant concerns exist with respect to this rental Property related to the protection of the health and safety of tenants and neighbors; and

WHEREAS, City Code Section 4-13-8 authorizes the Council to deny an application for renewal of a rental license, and provides grounds for such denial.

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

1. The City hereby **DENIES** the renewal rental license application for the rental property located at 6930 Crosby Ave. based on the following Findings of Fact and Grounds for Denial:
 - a. **Other Good Cause:** The Property has been the subject of an excessive number of police calls over the past two years, including multiple criminal arrests, assault, disturbing the peace, and drug activity, as further detailed in the Memo from Chief Chiodo to the Mayor and Council dated April 9, 2021, and the Council finds that the excessive police calls to the property for criminal activity constitute good cause for denial of the renewal rental license application. (City Code Section 4-13-8)
 - b. **Conducting the licensed activity in such manner as to constitute a breach of the peace, or a menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city:** The rental property is being operated in a manner that has resulted in excessive police calls for various reasons, including multiple criminal arrests, assault, disturbing the peace, and drug activity, which the Council finds constitute a breach of the

peace, disturbing the comfort of residents of the City, and operation of the licensed activity in a manner that is a menace to the health, safety and welfare of the public. The Council further finds that this constitutes grounds for denial of the renewal rental license application. (City Code Section 3-2-10)

2. The City Clerk is directed to serve a copy of this Resolution on the Property Owner.
3. Any enforcement action related to renting without a license shall be stayed for a period of forty-five (45) days to provide sufficient time for tenants to make alternative housing arrangements.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 10th day of May, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk



AGENDA ITEM 6C

Request for Council Action

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by:	Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Heather Rand Community Development Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider application for chicken license for property located at 3655 Upper 73rd Street East.

SUMMARY:

An application was submitted by Sheena Krech for a chicken license to keep a total of six (6) chickens on the property. One (1) written objection was received within the ten (10) day response period. The complainant states they do not wish to have chickens next door and is concerned about the care of the chickens, odors, noise, and that the chickens may escape their yard. The objection letter is attached for your review.

An inspection was performed. Because the license has not yet been approved, the coop has not been installed and there are no chickens on site.

Council is asked to review the application and determine if the license should be approved.

Nicole Cook

From: Sharon Manthe <sharonmanthe@gmail.com>
Sent: Tuesday, April 20, 2021 8:24 AM
To: Nicole Cook
Subject: Objection to Chicken License Application

Hi Nicole,

I am writing to you to object to the chicken license application submitted by Sheena Krech at 3655 Upper 73rd St E. She has applied for a total of 6 chickens to be kept in their backyard and I have several reasons for my objection.

The property owners currently have two small dogs that are sometimes left out alone and bark/scratch/growl at each neighboring house with dogs. This could speak to their potential willingness to tend to the needs of the chickens. The chickens could come over the fence into my yard and I own two hunting dogs that are not likely going to ignore any loose chickens hopping the fence. The potential noise and smell of the chicken coop could also be quite intolerable to my dogs.

The other consideration is the strong odor of chicken coops, especially in the warmer months. We have another neighbor in the neighborhood that regularly burns leaves/trash/debris in their yard and it fills the neighborhood with an unpleasant odor. We would not care for more unpleasant odors in the neighborhood.

The residential lots in our neighborhood aren't that big and wouldn't really allow for much distance away from the chicken coop or its sounds and odors. Chickens would be best kept in areas outside of the city which are already approved and zoned for keeping chickens and other farm animals.

I do realize the letter I received says that objections might be discussed during the public meeting, however, I would greatly appreciate that my objections remain anonymous to the property owners, in an effort to avoid neighborly disputes and confrontation.

Thank you for your consideration and discretion.

Sincerely,
Sharon Manthe

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.

Objections would be considered by the City Council but because Ms. Krech doesn't yet have the chickens, I'm not sure the council would have grounds to deny the request based on speculation and things that haven't yet happened. I could certainly submit your objection which would provide you the opportunity to be heard, or if you're not comfortable coming forward publicly another idea would be to withdraw the objection and see how things go. If your concerns come to fruition, you could let me know and at that time we can inspect for any violations. If there are violations, we can look into revocation and that way we'd have evidence to base the objection on.

Generally chickens are quieter than dogs (roosters are prohibited). I could let the applicant know a concern was raised about the maintenance of the coop and potential for the chickens to escape in the hopes they will be extra mindful of those things.

Please let me know how you'd like to proceed.

Thank you,

Nicole

From: Sharon Manthe <sharonmanthe@gmail.com>

Sent: Tuesday, April 20, 2021 8:24 AM

To: Nicole Cook <ncook@ighmn.gov>

Subject: Objection to Chicken License Application

Hi Nicole,

I am writing to you to object to the chicken license application submitted by Sheena Krech at 3655 Upper 73rd St E. She has applied for a total of 6 chickens to be kept in their backyard and I have several reasons for my objection.

The property owners currently have two small dogs that are sometimes left out alone and bark/scratch/growl at each neighboring house with dogs. This could speak to their potential willingness to tend to the needs of the chickens.

The chickens could come over the fence into my yard and I own two hunting dogs that are not likely going to ignore any loose chickens hopping the fence. The potential noise and smell of the chicken coop could also be quite intolerable to my dogs.

Nicole Cook

From: Nicole Cook
Sent: Tuesday, April 20, 2021 11:33 AM
To: Sharon Manthe
Subject: RE: Objection to Chicken License Application

Hi Sharon,

No worries! I will add it to the agenda. I believe it will go on the May 10th council meeting, though I will have to check to be sure.

Since you are objecting, it is highly encouraged you attend the meeting as the council may have questions regarding your concerns. If any of the neighbors who received notices wish to object, they will need to submit them in writing by the deadline provided for the council's consideration.

Please let me know if you have any questions.

Thank you,
Nicole

From: Sharon Manthe <sharonmanthe@gmail.com>
Sent: Tuesday, April 20, 2021 9:52 AM
To: Nicole Cook <ncook@ighmn.gov>
Subject: Re: Objection to Chicken License Application

Hi Nicole,

Thanks for your quick reply. I do feel strongly, as do other neighbors, that their application should be denied, so please submit my objection. It would be great that, if they are approved, the applicant is reminded that each neighboring property has dogs and to be mindful that if any chickens get loose, they likely would not survive an encounter with some of the neighboring dogs, partulary any hunting dogs.

Sincerely,
Sharon Manthe

On Tue, Apr 20, 2021 at 8:42 AM Nicole Cook <ncook@ighmn.gov> wrote:

Hi Sharon,

Thank you for your e-mail.

Unfortunately per our City Attorney's office objections are public and go on public record so they can't be filed anonymously.

**CITY OF INVER GROVE HEIGHTS
NOTICE OF PENDING ACTION
RE: CHICKEN LICENSE APPLICATION**

To: Property owners contiguous to and directly abutting the property located at:
3655 Upper 73rd St E

Response Deadline: **April 26, 2021**

Applicant: Sheena Krech

Location: 3655 Upper 73rd St E

Request(s):

The applicant is seeking a chicken license to keep six (6) chickens. The chickens are proposed to be kept on the property in accordance with the regulations set forth by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2. An inspection of the property will be conducted by the Code Compliance Specialist to ensure the plans and specifications are in compliance with the regulations set forth in the City Code.

Notice to property owners regarding the above request is required by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2.

The Code Compliance Specialist will consider administrative approval of the above request if no objections are received, in writing, by the close of business on April 26, 2021.

If a written objection is received by the deadline, the application and written objection will be sent to the City Council for a final decision on May 10th at 7:00 pm in the City Council Chambers at City Hall. Please be mindful written objections may be discussed during the public meeting.

How to Participate: You may submit a written objection prior to the deadline to the Rental and Code Compliance Coordinator:

1. By mail: 8150 Barbara Ave., Inver Grove Heights, MN 55077

OR

2. By E-mail to Nicole Cook at ncook@ighmn.gov

Questions: Call the Rental and Code Compliance Coordinator at (651) 450-2491

City of Inver Grove Heights
Mailing date: April 16, 2021

Nicole Cook, Code Compliance Specialist

Martha ✓ Brooks ✓
Maser ✓ Winston-Yang ✓
Nelson ✓

Chicken License Application

License Period: March 1, 2021 - February 28, 2023

Cost: \$25

Applications can be dropped off or sent to City Hall at 8150 Barbara Avenue, Inver Grove Heights, MN 55077

Section 1: Site/Applicant/Property Owner Information

SITE & APPLICANT INFORMATION			
SITE STREET ADDRESS: 3655 UPPER 73 RD ST E	CITY INVER GROVE HEIGHTS	STATE MN	ZIP CODE 55076
APPLICANT NAME: SHEENA KRECH			
APPLICANT HOME ADDRESS: 3655 UPPER 73 RD ST E	CITY IGH	STATE MN	ZIP CODE 55076
DAYTIME PHONE NUMBER: 651-231-2222		EVENING PHONE NUMBER: 651-373-1799	
APPLICANT EMAIL: Sheena.Krech@gmail.com			

PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)			
PROPERTY OWNER NAME:			
PROPERTY OWNER HOME ADDRESS:	CITY	STATE	ZIP CODE
PROPERTY OWNER SIGNATURE (ONLY SIGN IF PROPERTY OWNER IS DIFFERENT THAN APPLICANT):			

The above referenced property's Homeowner's Association rules, if any, do not prohibit the keeping of chickens on the property (please initial next to one):

	Yes, they do prohibit keeping chickens
	No, they do not prohibit keeping chickens
SK	Not Applicable

Section 2: Chicken Coop/Run Information

CHICKEN COOP/RUN INFORMATION	
PROVIDE THE TOTAL NUMBER OF CHICKENS TO BE KEPT:	6
PROVIDE THE DIMENSIONS OF THE COOP:	72 in x 46 in
PROVIDE THE DIMENSIONS OF THE RUN:	72 in x 42 in
PLEASE DESCRIBE THE MATERIALS TO BE USED FOR THE COOP AND RUN. ATTACH A DRAWING OR PICTURE OF THE COOP:	Kit purchased - wood, wire mesh and plastic roof

WILL A FENCE BE ADDED IN ADDITION TO THE COOP AND RUN? ☐ YES ☒ NO

IF YES, PLEASE PROVIDE A DESCRIPTION OF THE FENCE, INCLUDING LOCATION, SIZE AND MATERIALS.

PLEASE ATTACH A SITE PLAN OF THE PROPERTY FOR DEPICTING THE LOCATION OF THE CHICKEN COOP AND RUN.

Notice and Applicant Signature

<i>I declare that the information I have provided on this application is truthful, and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Inver Grove Heights to investigate and make whatever inquiries are necessary to verify the information provided.</i>	
Signed:	Sheena Krich
Date:	4/13/2021

FOR OFFICE USE ONLY

Application Received: _____

By: _____

Fee Paid: _____

Property Owner Information Sent: _____

CODE COMPLIANCE SPECIALIST REVIEW

Review Date: _____

Staff: _____

Comments: _____

CITY COUNCIL REVIEW (IF REQUIRED)

Council Action Date: _____

Comments/Additional Conditions: _____

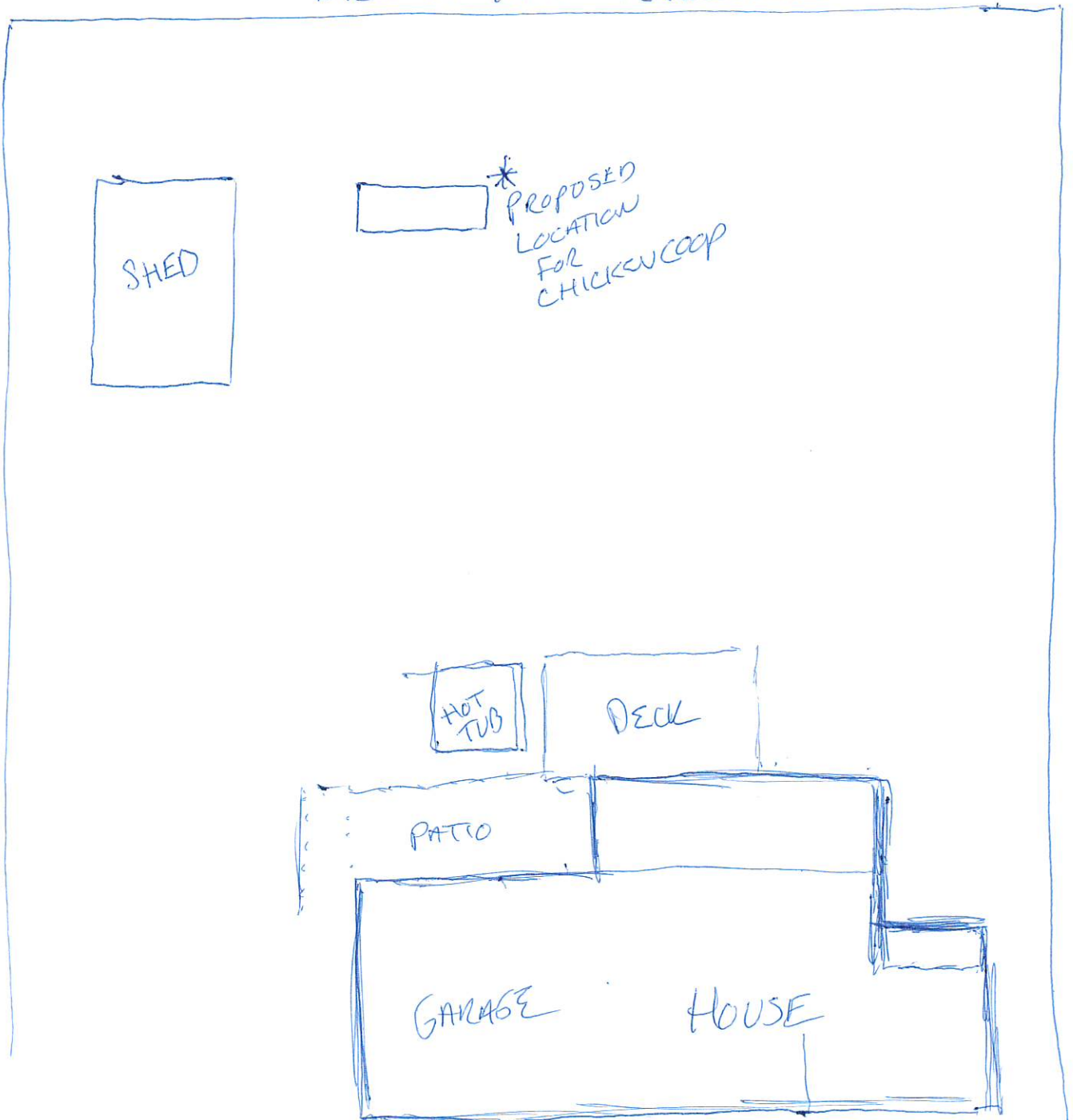
Approve: ☐

Deny: ☐

JERRY & SHEENA KRECH
3655 UPPER 73RD ST E, 16H

CHICKEN COOP PLACEMENT

BACK OF YARD FENCE LINE





**Request for Council Action****TITLE:** City of Inver Grove Heights/fence ordinance - Case No. 21-14ZA

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 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:	Levander, Gillen, & Miller	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider the Third Reading of an Ordinance 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:

The City Council approved the first reading of the ordinance amendment on April 12, 2021 and the second reading on April 26, 2021, with the recommendation that all front yard fences could go up to 48 inches in height, with no less than 75% clear visible opening. The City Attorney reviewed the ordinance and made a few minor, nonsubstantive changes for clarification purposes, the final version is attached.

Currently the fence code (Section 10-15-12), allows a maximum height of 42 inches with no less than 75% clear visible opening within the front and corner front yards.

The proposed ordinance would allow a fence up to 48 inches in height with a 75% clear visible opening in front and corner front yards. These requirements would be reviewed at the time of building permit.

RECOMMENDATION:

Planning Staff: Recommends approval of the third and final reading of the ordinance amendment as presented.

Attachments: Proposed Ordinance

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

ORDINANCE NO. 1410

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, CHAPTER 15, SECTION 12(B)(1) REGARDING THE ALLOWED
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, Section 12(B)(1) of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

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-eight~~ 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 passage and publication as provided by law.

Passed in regular session of the City Council on the 10th day of May, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE:** City of Inver Grove Heights - accessory structures - Case No. 21-24ZA

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider the First Reading of an Ordinance Amendment to allow larger detached accessory structures on residential lots 2.5 - 5.0 acres in size.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

At the April worksession, City Council directed staff to review the city ordinance relating to the maximum size of an accessory structure allowed on lots 2.5 - 5 acres in size.

Currently, accessory structure requirements are addressed in section 10-15-18, Accessory Structures and in the bulk standard sections of the residential zoning districts. In summary, the zoning code has the following requirements for the maximum size of detached accessory structures:

- Lots zoned E-2, R-1, and R-2 are allowed one detached structure up to 1,000 gross square feet.
- Lots zoned A and E-1 are allowed the following:
 - Lots less than 2.5 acres are allowed one detached structure up to 1,000 gross square feet.
 - Lots 2.5 acres or greater, but less than 5 acres are allowed one detached structure up to 1,600 gross square feet.
 - Lots greater than 5 acres in size are allowed two detached accessory buildings up to 2,400 gross square feet.

By suggestion of the Planning Commission and by Council direction it has been suggested that lots in the 2.5 - 5 acre range be allowed a structure larger than 1,600 square feet if they are closer to the 5 acre lot size. One way to do this would be by a ratio system rather than a range system. The maximum detached accessory structure size allowed in the city is 2,400 gross square feet, this is for a

lot zoned A or E-1 and is 5 acres or greater in size. If we take the 2,400 square foot max and divide by 5 acres that equals 480 square feet per acre ($2,400 / 5 = 480$ square feet per acre).

Using this rational to determine the maximum size allowed for a detached accessory structure, if someone had a 4.1 acre lot, they would be allowed an accessory structure up to 1,968 square feet in size (4.1×480). This ratio system would benefit lot owners that had a lot 3.4 - 5 acres in size. Lots 2.5 - 3.3 acres in size would benefit more from the existing ordinance and would still be allowed a 1,600 gross square foot structure (ie. $3.3 \times 480 = 1,584$). Lots 5 acres or greater would still be allowed a detached accessory structure up to a maximum of 2,400 gross square.

Planning Division: Staff recommends approval of the ordinance amendment to allow a ratio system for lots 3.4 - 5 acres in size, when determining the maximum size of an accessory structure allowed in the A and E-1 zoned lots only.

Planning Commission: At the April 20, 2021 public hearing, the Planning Commission recommended approval of the ordinance amendment to allow the increase of accessory structure size on the lots 3.4 - 5 acres in size (8-1).

Minutes from the meeting are not currently available and will be included with the second reading of the ordinance.

Attachments: Draft Ordinance
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 18.C, ACCESSORY STRUCTURES, TITLE 10,
CHAPTER 7, SECTION 2.B BULK STANDARDS AND TITLE 10, CHAPTER 8A,
SECTION 2.B BULK STANDARDS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 15-18.C, **ACCESSORY STRUCTURES**, of the Inver Grove Heights City Code is hereby amended to add and remove the following:

C. On lots of 2.5 acres or more, but less than ~~five (5)~~ 3.4 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand six hundred (1,600) square feet. On lots 3.4 acres in size up to five (5) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall determine the maximum square footage allowed by taking the lot size and multiplying by 480. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning district, shall be limited to one.

Section Two. Amendment. Title 10, Chapter 7-2.B. and Title 10, Chapter 8A-2.B. **BULK STANDARDS** of the Inver Grove Heights City Code is hereby amended to add and remove the following:

B. Accessory Structure Standards:

Maximum size: Lot size $\geq$ 5 acres <u>Lot size 2.5 - 3.3 acres</u> <u>Lot size 3.4 acres - 5 acres</u> Lot size $<$ 5 <u>2.5</u> acres	2,400 square feet <u>1,600 square feet</u> <u>Lot size multiplied (x) 480 = maximum square foot</u> 1,000 square feet
Maximum number: Lot size $\geq$ 5 acres Lot size $<$ 5 acres	2 1
Front yard setback	30 feet
Side yard setback: Building $\leq$ 1,000 square feet Building $>$ 1,000 square feet	25 feet 50 feet
Rear yard setback	50 feet
Height (maximum)	25 feet

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO.: 21-24ZA

APPLICANT: City of Inver Grove Heights – accessory structures

REQUEST: A zoning code amendment to Accessory Structure sections in the city code

HEARING DATE: April 20, 2021

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

Over the last few months, the Commission has seen a couple different variances relating to accessory structures. At the April 5, 2021 City Council worksession, Council directed staff to move forward with a possible ordinance amendment relating to the maximum size of accessory structures allowed on lots 2.5 – 5 acres in size that are zoned A or E-1.

Currently, accessory structure requirements are addressed in section 10-15-18, Accessory Structures and in the bulk standard sections of the residential zoning districts. In short, the zoning codes has the following requirements for the maximum size of detached accessory structures:

- Lots zoned E-2, R-1, and R-2 are allowed one detached structure up to 1,000 gross square feet.
- Lots zoned A and E-1 are allowed the following:
 - Lots less than 2.5 acres are allowed one detached structure up to 1,000 gross square feet.
 - Lots 2.5 acres or greater, but less than 5 acres are allowed one detached structure up to 1,600 gross square feet.
 - Lots greater than 5 acres in size would be allowed two detached accessory buildings up to 2,400 gross square feet.

EVALUATION OF THE REQUEST

By suggestion of the Planning Commission and by Council direction it has been suggested that lots in the 2.5 – 5 acre range be allowed a larger than 1,600 square foot structure if they are closer to the 5 acre lot sizing. One way to do this would be by a ratio system rather than a range system. The maximum detached accessory structure size allowed in the city is 2,400 gross square feet, this is for a lot zoned A or E-1 and is 5 acres or greater in size. If we take the 2,400 square foot max and divide by 5 acres that equals 480 square feet an acre.

$$2,400 \text{ max size} / 5 \text{ acres} = 480 \text{ square feet an acre}$$

Using this rational to determine the maximum size allowed for a detached accessory structure, if someone had a 4.1 acre lot, they would be allowed an accessory structure up to 1,968 square feet in size (4.1 x 480). This ratio system would benefit lot owners that had a lot 3.3 - 5 acres in size. Lots less than 3.3 acres in size would benefit more from the existing ordinance (3.3 x 480 = 1,584 square feet).

PROPOSED ORDINANCE LANGUAGE

10-15-18 ACCESSORY STRUCTURES

C. On lots of 2.5 acres or more, but less than ~~five (5)~~ 3.3 acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall not exceed a gross floor area of one thousand six hundred (1,600) square feet. On lots 3.3 acres in size up to five (5) acres in size, which are located in an A or E-1 zoning district, detached accessory structures to single-family residential uses shall determine a maximum size by taking the lot size and multiplying by 480 square feet. The gross floor area figure may exclude any usable attic space or loft space. The total number of all detached accessory structures on lots of 2.5 acres or more, but less than five (5) acres in size in the A or E-1 zoning district, shall be limited to one.

*The bulk standard sections in the zoning code would also be amended accordingly.

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 supports an ordinance change.

Attachments: Section 10-15-18 Accessory Structures

**Request for Council Action****TITLE:** Dawn Gaetke

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the First Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1 and R-2 Districts.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

The City has received an application to amend the zoning ordinance to allow for "Market Gardens" in residential zoning districts. Market Gardens are farming type activities on residential properties where there are gardens to grow food for more than just the owner of the property. Retail sales of the produce grown on site would be allowed.

Over the last 8 years, the City has adopted two other ordinances that follow the urban farming trend. In 2012, Council approved an ordinance that allows community gardens and in 2013, chickens were allowed in urban single family residential districts.

ANALYSIS:

- Would allow resident to grow produce on their lot and sell the produce for profit.
- Size of garden would be limited 10 percent of the lot size. No market gardens allowed in the front yard.
- Retail sales allowed only for the produce grown on that site by the residential property owner.
- Sales limited to 75 sales days per calendar year and between the hours of 7 a.m. to 7 p.m.
- License required to provide record of locations and will help with any code enforcement.
- No sales on sidewalks or public boulevards.
- Balance of regulations similar to those in place for community gardens.

The Planning Commission first reviewed the request in November, 2020 and had some discussion but asked for more background information. Staff posted on the city website a survey to determine if residents were ok with the idea of allowing retail sales in residential districts. In general, the comments received were favorable of the idea of allowing retail sales of produce.

The applicant also provided additional information and provided a summary of other city ordinances that allow this type of use. The regulations proposed are a conglomeration of these other ordinances.

RECOMMENDATION:

Planning Staff: Recommends approval of the ordinance amendment that contains all the recommendations of the Planning Commission.

Planning Commission: Supported the ordinance amendment, provided some comments and recommendations, which are included in the ordinance text and recommend approval of the amendment (9-0).

Attachments: Ordinance Amendment
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2, TITLE 10, CHAPTER 6, SECTION 1, AND
TITLE 10, CHAPTER 15, SECTION 33, TO PERMIT MARKET GARDENS IN
CERTAIN ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 2, Section 2 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:

MARKET GARDENS: A market garden is a growing space where food or ornamental crops to be sold or donated are grown on the ground. A market garden is distinguished from a personal garden by the intent to sell or donate its produce. A market garden is distinguished from a farm by its smaller scale and lack of mechanization. A market garden is distinguished from a community garden by its exclusionary control.

Section Two. Amendment. Title 10, Chapter 6, Section 1 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:

10-6-1: LAND USES IN ALL RESIDENTIAL DISTRICTS:

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
<u>Market Gardens</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>						

Section Three. Amendment. Title 10, Chapter 15, Section 33 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:

10-15-33: COMMUNITY GARDENS, MARKET GARDENS, AND PERSONAL GARDENS:

Where permitted, market gardens shall be subject to the following provisions:

P. Market garden planting areas can be no larger than ten percent of lot size and shall not be located in front yards.

Q. Retail Sales Allowed. On-site sales are allowed under the following conditions:

1. The only product sold is the market garden produce grown on the property by the property owner;

2. Sales are limited to a maximum of 75 sales days per calendar year;

3. Sales shall take place only between the hours of 7 a.m. and 7 p.m.;

4. Identification signs are limited to one sign no larger than six square feet no higher than 6 feet high displayed only during the sales season;

5. The property owner has obtained a market garden permit from the City.

6. Sales cannot take place on the public sidewalk or boulevard.

R. Permit Required. An application for a market garden permit shall be made to the city clerk on the form prescribed by the city. Permits shall be valid for one year from the date of issuance. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the property owner(s);

2. The address of the real property where the produce is grown and sold;

3. The expected produce to be sold.

4. A soil test showing that lead levels are less than one hundred parts per million (100 ppm). If lead is 100 ppm or higher, the applicant must detail a plan to use raised beds with soil barriers and clean, imported soil.

S. Compost Bins: Compost bins are permitted as regulated by section 8-6-6 of this code.

T. Setback: The market garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the market garden.

U. Equipment: Market garden equipment shall be limited to that which is commonly used for household gardening. Any tools, equipment, and material shall be stored and concealed within an enclosed, secured structure.

V. Animals: The keeping of bees, chickens, or other farm animals is subject to regulations as detailed elsewhere in this code.

W. Noise: Market gardens must abide by the noise regulations as detailed elsewhere in this code.

X. Negative Impacts Prohibited: The market garden site shall be designed and maintained to prevent negative impacts to adjacent properties from gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, and garden debris.

Y. Maintenance: Market gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the market garden site. When a market garden is discontinued the property shall be restored with native plantings, grass, or other allowed ground cover.

Z. Nuisance: Improperly maintained market gardens are subject to nuisance abatement procedures as detailed elsewhere in this code.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

CASE NO: 20-33ZA

HEARING DATE: November 17, 2020

APPLICANT: Dawn Gaetke

PROPERTY OWNER: N/A

REQUEST: Ordinance Amendment to allow Market Gardens

LOCATION: N/A

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The City has received an application to amend the zoning ordinance to allow for “Market Gardens” in residential zoning districts. Market Gardens are farming type activities on residential properties where there are gardens to grow food for more than just the owner of the property.

Over the last 8 years, the City has adopted two other ordinances that follow the urban farming trend. In 2012, Council approved an ordinance that allows community gardens and in 2013, chickens were allowed in urban single family residential districts.

EVALUATION OF THE REQUEST

The applicant has provided wording for the draft amendment to be placed in the same section of the code as Community Gardens. Currently, personal gardens and community gardens are an allowed use in residential districts. Their intent to provide the opportunity for a home owner to grow plants, crops for their own consumption. Only in the Agricultural District are crops allowed to be grown that would be for sale and consumed by others.

The ordinance is summary:

- Create a new definition for Market Gardens
- Allow as a principle or accessory use in all single family residential districts.
- Allow retail sales of the products grown on site with a city license provided.
 1. Sales limited to three days per week
 2. Sales must be conducted in the home or garage with no sales stands allowed.

- Off-site sales would not require a license.
- License procedure to require written notice sent to abutting property owners.
- Market Gardens to abide by the same performance standards as community gardens.

Staff supports the idea of expanding the allowance of urban agricultural activities in single family districts, but there are some concerns that are listed below:

1. On-site retail sales. A market garden is somewhat like a home occupation. All home occupations are not allowed retail sales on site. Staff raises the concern of blurring the line between residential and commercial zoning and if on-site retail sales should be allowed.
2. Minimum lot size. The applicant has stated her lot is somewhat unique in that it is zoned R-1C but is just over 2.0 acres in size. Should there be a minimum lot size required? Staff raises concerns if several operations occurred in the same area or on abutting lots in neighborhoods with small size lots. Staff would suggest a minimum lot size of 1.0 acres if on-site retail sales are allowed.
3. Notification. Should the abutting neighbors be notified of a market garden with on-site retail sales? The same concerns arise with home occupations that retail commercial enterprises should not be allowed in residential areas. Staff would recommend a notification be required with the license similar to the chicken license procedure. A notice is sent to abutting properties informing them of the request and if they have concerns, they have a certain number of days to inform the City. If no objection is heard, staff would issue the license. If concerns are raised, the license would go to the City Council for discussion and action.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the request acceptable, the following actions should take place:

- Approval of the Ordinance Amendment to allow Community Gardens.

B. **Denial.** If the Planning Commission does not favor the proposed application 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 supports the change to allow market gardens but would like Planning Commission to comment and make recommendations on the points raised in the report.

Attachments: Draft Ordinance Language Prepared by Applicant
Applicant Narrative
PowerPoint presentation
Copy of complete existing code section on Community Garden

Market Gardening Ordinance Amendment Details

To allow for market gardening, the city zoning ordinance 10-15-33 needs to be changed to allow market gardening in residential areas. This is the third draft of the proposed changes. This third draft has the benefit of staff guidance as to wording and content.

The report [Inver Grove Heights Food Systems Policy Analysis](#) authored by the William Mitchell College of Law Public Health Law Center in 2015 provided the foundation for analysis.

[Homegrown Minneapolis](#), which was instrumental in solidifying urban agriculture policy in Minneapolis, was another invaluable resource. St. Paul has also embraced urban agriculture and their [web resources](#) were consulted prior to drafting these amendments.

Only the most relevant portion of the ordinance is reproduced. Additions are bolded.

Respectfully submitted,

Dawn Gaetke, November 5, 2020

10-15-33: COMMUNITY GARDENS, **MARKET GARDENS**, AND PERSONAL GARDENS:

Where permitted, community gardens shall be subject to the following conditions:

A. Community Gardens Permitted: Community gardens are permitted in all zoning districts.

...

O. Community Garden Signage: One nonilluminated community garden identification sign may be displayed provided:

1. The sign shall not exceed ten (10) square feet in area or ten feet (10') in height and the sign shall be set back a minimum of ten feet (10') from property lines;

2. Current contact information for the community garden should be posted on the sign including the property owner and community garden manager contact name(s), address(es), and telephone number(s).

A market garden is a growing space where food or ornamental crops to be sold or donated are grown on the ground, on a rooftop or inside a building. A market garden is distinguished from a personal garden by the intent to sell or donate its produce. A market garden is distinguished from a farm by its smaller scale and lack of mechanization. A market garden is distinguished from a community garden by its exclusionary control. Examples of market gardens include a home owner growing and selling zucchini from her backyard or a home renter growing and selling microgreens from his garage.

Where permitted, market gardens shall be subject to the following provisions:

A. Market Gardens Permitted: Market gardens are permitted in all Single- Family residential districts.

B. Use: Market gardens may be the principal or accessory use on a parcel.

C. Retail Sales Allowed: Off-site retail sales are allowed without a permit. Off-site retail sales include sales activities which do not involve customers coming to the property. Off-site activities include selling at a farmer's market, through a CSA, or online.

On- site retail sales involve customers coming to the property. On-site sales are allowed under the following conditions: sales are limited to three days per calendar week; sales are conducted within the home or garage with no outside visibility of the sale (i.e. no sales stands); the only products sold are the market garden produce grown on the property; the market gardener has obtained an appropriate license from the city.

I. License Requirements: No person shall conduct on-site retail sales of garden produce within Single Family residential zones without first obtaining a license from the city.

II. Application: An application for a market gardening permit shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

- a. The name and address of the owner(s);
- b. The address of the real property where the produce is grown and sold;
- c. The expected produce to be sold.
- d. The applicant must pay the fee for the license as set forth in the city fee schedule.

III. Notice to Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to abutting property owners.

D. Compost Bins: Compost bins are permitted as regulated by section 8-6-6 of this code.

E. Setback: The market garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the market garden.

F. Negative Impacts Prohibited: The market garden site shall be designed and maintained to prevent negative impacts to adjacent properties from gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, and garden debris.

G. Maintenance: Market gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the market garden site.

Personal gardens are not subject to the above conditions imposed on community **or market** gardens. Personal gardens may be the principal or accessory use on a parcel. (Ord. 1253, 5-29-2012)

Gaetke Petition for Zoning Amendment

My name is Dawn Gaetke, a twenty-year resident of Inver Grove Heights. I reside at 7477 Cahill Avenue, which is in the R-1C zone. I would like to grow and sell mushrooms from my home. I would like to grow some mushrooms in outdoor beds and some within a mylar grow tent set up inside my house. I would like to sell directly from my home rather than a Farmers' Market or other retail space because of the threshold costs.

To join the IGH Farmers' Market requires a yearly membership fee of \$125, purchase of an insurance policy, and weekly table fees of \$25 each week. While I hope to be able to pay those types of fees eventually, they are a barrier at this early stage.

After consultation with Allan Hunting and the City Attorney, it would appear that a simple permit or license is not enough to allow me to sell mushrooms from my home. A zoning amendment is needed. I have decided to pursue this amendment on behalf of myself and others who might see such activity as beneficial for themselves and the city. For ease of reference, I am calling the act of growing and selling produce from one's residence market gardening. **I am requesting, among other changes, a zoning amendment to make market gardening a permitted use in residential zones.**

My own plans are very modest. I presently have 3 outdoor mushroom beds and one indoor mylar fruiting room, pictured below. As I am successful, I plan to expand the number of mushroom beds, add shitake logs, and perhaps move the fruiting room into a portion of my garage or an outdoor shed. My lot is 2.35 acres so I have plenty of room for these activities.

Allowing marketing gardening, also called urban agriculture, within residential areas may seem strange, but other cities are doing it. St. Paul and Minneapolis both allow it. I propose that we define market gardening in our ordinances, allow residents to obtain certificates of registration for market gardening, and benefit from the efforts of those brave enough to tackle this entrepreneurial endeavor.

The zoning and ordinance amendments necessary are detailed within the document MarketGardenOrdinanceAmendments.docx which was included with this application.

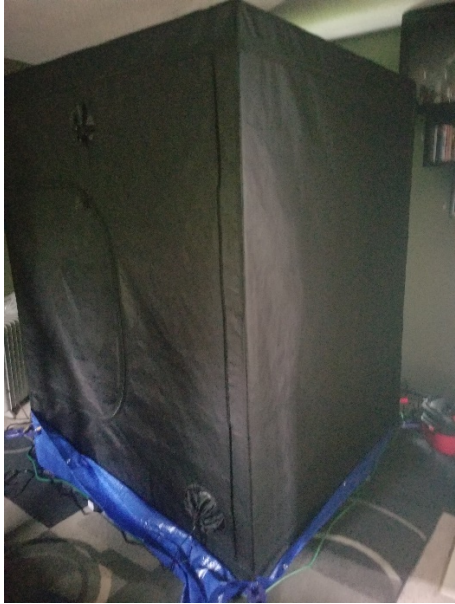


Figure 1 The indoor fruiting room. Solar powered holiday lights provide light inside.



Figure 2 Mushrooms beginning to pin. The shelving unit was diverted from a landfill via a Craig's list purchase.



Figure 3 Oyster mushrooms grown on coffee grounds from Caribou coffee in re-purposed Ragu and salsa jars.



Figure 4 Outdoor mushroom beds located in one of the many shady areas on the lot. The oak providing this shade will be trimmed next year to provide logs on which to grow Shitake mushrooms. As I succeed, more mushroom beds will be scattered throughout the lot in other shady areas.

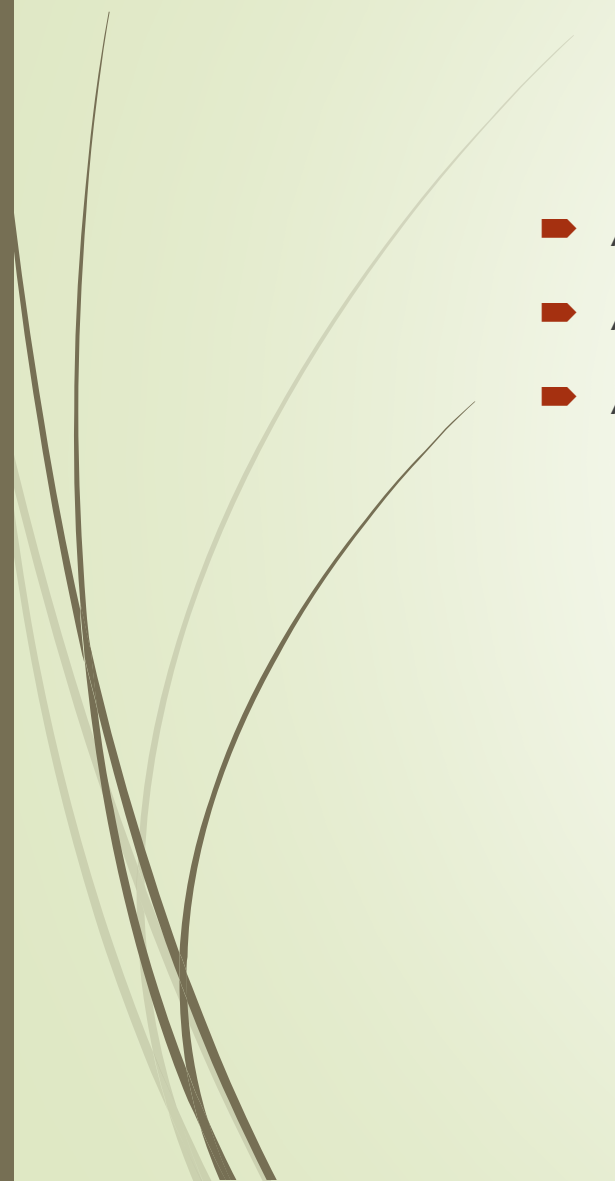


Zoning Amendment Request 20-33ZA

Background and Supporting Arguments

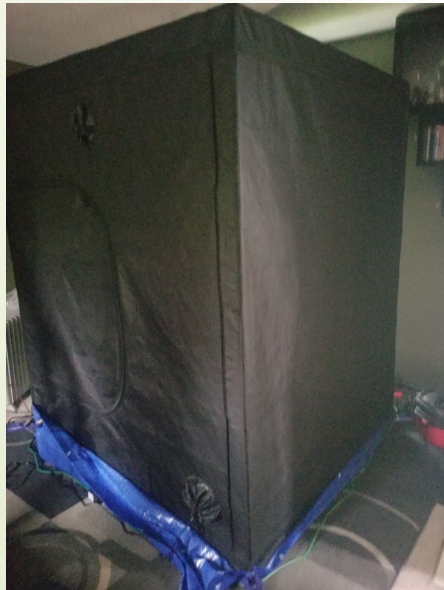


Background

- About the requestor
 - About the lot
 - About the request
- 

What Market Gardening Looks Like

- For me
- For others



STRATEGIES

PLACES AND OPTIONS

Provide support (such as tax breaks or incentives) to stores, restaurants, and other places that serve and sell food to limit the number of unhealthy options and improve the availability of affordable, healthy foods, including foods familiar to people of many ethnicities.

Develop policies and incentives that encourage food retailers (such as corner and convenience stores), restaurants, concessions, and vending machines, to offer a greater number of healthy options and reduce the number of less healthy options.

Enact staple foods ordinances at state, county, or municipal levels to ensure corner stores and other small markets stock a greater variety and amount of healthy foods.

Offer native communities more nutritious, culturally familiar foods as part of USDA commodity program.

Increase the amount of healthy foods, decrease the amount of unhealthy foods, and provide a greater variety of healthy foods that are culturally familiar to customers distributed by food banks and food shelves.

Provide nursing mothers with clean, accessible, safe, comfortable, private spaces to breastfeed their children or pump breast milk.

Sell foods raised and harvested by tribal members (including traditional foods) and foods grown at nearby family farms at farmers' markets located in or near tribal communities.

Offer affordably priced native products, such as wild rice, bison, and other traditional foods, at tribally owned facilities that sell and serve food, including casinos, meals programs, and stores.

Strengthen community food assets, including community gardens, seed banks, community kitchens, and community-supported agriculture farms.

Provide a wider variety of food sources in communities with few options for healthy food, such as farmers' markets, mobile markets, or community-supported agriculture delivery sites.

Change zoning policies to encourage more small-scale food production in communities.

Distribute unused crops grown by Minnesota farmers for processing into other products or sell surplus produce to buyers through programs that target both institutions and individuals.

CLIMATE AND ENVIRONMENT

Increase support for research to understand the source, transmission, prevention, and treatment of tickborne diseases, and their effect on people who hunt, fish, forage, garden, and gather wild food.

Increase capacity of farmers to use season extension, season moderation, and food crop preservation technologies (such as high tunnels or community root cellars) to grow, preserve, and store healthy food, including financial and informational resources.

Change zoning policies to encourage more small-scale food production in communities.

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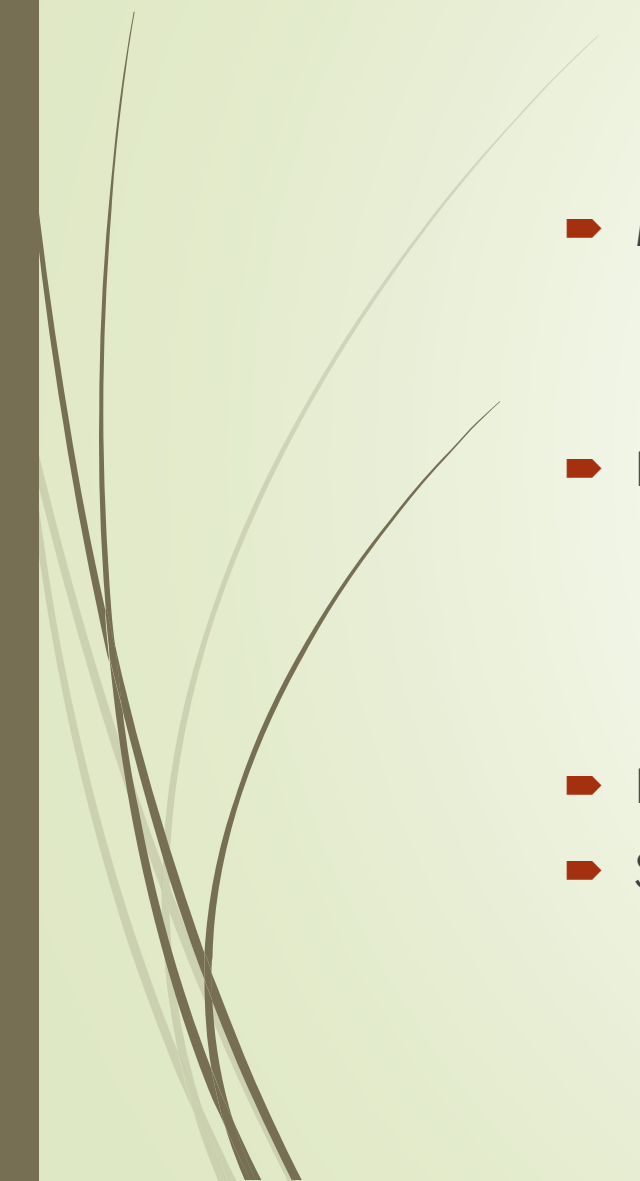
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Benefits of Market Gardening

- More resilient
 - Individual level
 - Community level
 - Enhances local economy
 - Small business incubator
 - Keeps money circulating locally
 - Ensures we are in step with real estate trends
 - Food with higher nutritional value
 - Smaller carbon footprint
- 



Thank you!

- Thanks to Commissioners who give so generously of their time
- Thanks to city staff for their competent work
 - Allan Hunting
 - Heather Botten
 - Kim Fox

EXISTING CITY ORDINANCE LANGUAGE

10-15-33: COMMUNITY GARDENS AND PERSONAL GARDENS:

Where permitted, community gardens shall be subject to the following conditions:

- A. Community Gardens Permitted: Community gardens are permitted in all zoning districts.
- B. Use: Community gardens may be the principal or accessory use on a parcel.
- C. Retail Sales Prohibited: No on site retail sales shall be permitted with regard to community gardens.
- D. Excavation: No excavation for the community garden shall occur until after the property owner has had all underground utilities located on the site and has clearly marked the area where gardening may occur without disturbance to utilities.
- E. Location: Community gardens shall not be located within any public easement.
- F. Accessory Buildings: Accessory buildings for community gardens are not permitted on vacant parcels. Developed parcels may have accessory buildings as allowed in the underlying zoning district.
- G. Parking: Parking for the community garden shall be provided on streets where parking is permitted or on an existing parking surface with the written permission of the owner of the parking surface.
- H. Trash Containers: Trash containers may be provided on site provided they meet accessory structure setbacks for the underlying zoning district and are screened by an opaque fence and/or landscape plantings of sufficient height to screen the containers. All trash shall be removed from the community garden site at least once per week.
- I. Compost Bins: Compost bins are permitted as regulated by section 8-6-6 of this code.
- J. Setback: The community garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the community garden.
- K. Paths: Paths may be installed to access the community garden and individual community garden plots provided the paths are constructed using natural landscape materials including wood chips, mulch, landscape rock or pea gravel.
- L. Negative Impacts Prohibited: The community garden site shall be designed and maintained to prevent negative impacts to adjacent properties from individual gardeners and gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, trespassing and garden debris.
- M. Maintenance: Community gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the community garden site.
- N. Community Garden Site Restoration: Upon cessation of the community garden, the community garden site shall be fully restored to the pregarden status. All aboveground remains of the community garden shall be promptly removed and the ground leveled and restored so it can be utilized for uses permitted in the zoning district.
- O. Community Garden Signage: One nonilluminated community garden identification sign may be displayed provided:
 - 1. The sign shall not exceed ten (10) square feet in area or ten feet (10') in height and the sign shall be set back a minimum of ten feet (10') from property lines;
 - 2. Current contact information for the community garden should be posted on the sign including the property owner and community garden manager contact name(s), address(es), and telephone number(s).

Personal gardens are not subject to the above conditions imposed on community gardens. Personal gardens may be the principal or accessory use on a parcel. (Ord. 1253, 5-29-2012)



Request for Council Action

TITLE: Builder Lot Group (Peltier Reserve)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following requests for property located at 7250 Argenta Trail and 1266 70th Street:

1. An Ordinance to Rezone the property from A, Agricultural to PUD, Planned Unit Development.
 - Requires a 3/5th's vote.
2. A Resolution relating to a Preliminary Plat and Preliminary PUD development plan for a 124 lot single family subdivision and a 180 unit apartment building.
 - Requires a 3/5th's vote.
 - 60-day deadline: May 7, 2021 (first 60 days)

SUMMARY:

The applicant is proposing a development with a mix of single family detached densities and an apartment building component. The project would consist of a total of 124 single family lots of differing lot sizes and widths and an apartment pad with up to a 180 unit apartment building. The project provides for the extension of Alverno Avenue which is the extension of the collector street extending from the current end point in Argenta Hills up to 70th Street. Additional local streets and street stubs would be provided to link the properties between Argenta and South Robert with a connected local street network. Open space and trails are proposed throughout the project.

ANALYSIS:

Rezoning. The requested rezoning of the property would be consistent with the comprehensive plan designation densities of Mixed Use, Medium Density and Low Density Residential. The different zoning categories coincide with the different lot sizes for the neighborhoods.

Preliminary Plan and Preliminary PUD.

- The plat consists of 126 lots for the detached housing and one lot for the apartment building. Outlots in the plat are for regional basins and open space. Plan provides for the collector streets identified in the Northwest Area Plan and local streets to serve adjacent properties when they develop.
- Requesting flexibility from Northwest Area standards for; 1) setbacks between structures and corner lots, 2) increased impervious surface in the R-1C and R-3B clusters, 3) undisturbed open space.
- Applicant to address tree reforestation on final plan set.

Park discussion

Staff met with the developer to discuss possible locations for a park within the Peltier Reserve development. The developer has proposed an area around the existing Peltier house which would be connected to the open space area along the pipeline easement. The park area could be accessed via trails or from proposed Alverno Avenue or proposed Addison Path. Total area of the park would be approximately 1.22 acres.

Staff has conducted a preliminary review of park land dedication based on the regulations contained in the Subdivision Code. The Peltier Reserve development will contain three different zoning categories based on the density patterns in the project. The particular area proposed for park would be in the R-1C zoning district. Looking solely at the R-1C zoning for land dedication, a maximum park area of approximately 0.5 acres would be the dedication. Looking at the development as a whole with all lots and the apartment building, a total 4.85 acres would be the possible area. If this proposed park area is acceptable, there would also be a cash contribution.

RECOMMENDATION:

Planning Staff: Project is consistent with Northwest Area PUD standards and intent. Meets size and density based on proposed zoning. Staff would recommend approval of the rezoning and preliminary plat and preliminary PUD.

Planning Commission: Raised concerns about the need for additional parks and the density of the project. Concerns regarding small lot widths and building separation. Recommended approval of both requests (5-3).

Attachments: Rezoning Ordinance

Preliminary Plat and Preliminary PUD Resolution

Proposed Park Location (2 sheets)

Planning Report

Planning Commission Recommendation

Summary of neighborhood meeting

Applicant powerpoint presentation

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

ORDINANCE NO. 1407

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 21-12PUD
(Builder Lot Group)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural to R-1C/Single Family Planned Unit Development, R-3B, Multiple Family Planned Unit Development and R-3C, Multiple Family Planned Unit Development to wit:

**All Lots within Block 8, Block 9, Block 10, Outlots G, I, J, K, M to R-1C, Planned
Unit Development**

and

**All Lots within Block 1-7, 11-14, Outlots A, B, C, D, E, F, H, L to R-3B, Multiple
Family Planned Unit Development**

and

Lot 1, Block 15, to R-3C, Multiple Family Planned Unit Development

All within the plat of Peltier Reserve

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter

referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Enacted and ordained into an Ordinance this 10th day of May, 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-149

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 124 SINGLE FAMILY LOTS, ONE LOT FOR 180
UNIT APARTMENT BUILDING FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS
PELTIER RESERVE**

CASE NO. 22-12PUD

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

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 April 6, 2021;

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 Peltier Reserve 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.

Preliminary Plat (2 sheets)	dated 3/2/21
Site Plan (5 sheets)	dated 3/2/21
PUD Applied Standards	dated 3/8/21
Open Space Plan	dated 3/8/21
Grading Plan (5 sheets)	dated 3/2/21
Erosion Control Plan	dated 3/2/21
Utility Plans (5 sheets)	dated 3/2/21
Sanitary Profiles (4 sheets)	dated 3/2/21
Street Profiles (5 sheets)	dated 3/2/21

Tree Inventory (4 sheets)
Landscape Plan (5 sheets)

dated 3/2/21
dated 3/2/21

Final plan set to include the public park land dedication as approved by the City Council.

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Lot 1, Block 14 does not appear to provide the required 50 foot setback from the right-of-way of 70th Street. Staff recommends this lot be eliminated or lots in the area be reconfigured so a 50 foot setback can be achieved for the lot from the 70th Street right-of-way.
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 memo dated 12/28/20, 3/9/21 and all consultant's memos and e-mails generated by Bolten-Menk dated 2/2021, EOR dated 4/2/21 and 4/30/21, Stantec dated 3/16/21, WSB dated 3/1/21. Final plans shall comply with all Northwest Area standards for stormwater management.
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.
7. The final plan set shall be subject to the review of the city Fire Marshal.
8. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
9. 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.
10. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.
11. 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. Other fees required by the City Code are required at time of building permit.

12. 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

13. 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.
14. The Developer and Owner shall enter into a Development Contract with the City in a form prepared by the City Attorney and approved by the City Council.
- The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
15. 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.
16. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
17. City Engineer to determine the required roadway width for Alverno Avenue.
18. City Council to determine the requirements for tree reforestation via planting on site, planting on city property or a cash payment for those trees not planted on the project site. City Council to also determine if any reduction in replanting is warranted.

19. Setback and impervious surface flexibility shall be established per plan PUD Applied Standards. Reduced undisturbed open space to be consistent with Open Space Plan. Both plans referenced in list of approved plan set.
20. Approval of the Preliminary Plat subject to the developer obtaining ownership of the portion of land owned by Dakota County.
21. Developer shall meet the park dedication requirements found in City Code Title 11, Chapter 4 through a combination of land dedication and cash contribution. Developer shall dedicate land for a public park of a suitable size not less than ____ acres in a location acceptable to the City Council and in conformity with all requirements of Title 11, Chapter 4. Final park dedication fees shall be calculated and due at time of final plat approval.

Passed this 10th day of May, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Proposed layout

CONCEPTUAL P.U.D. SUMMARY

LEGEND:

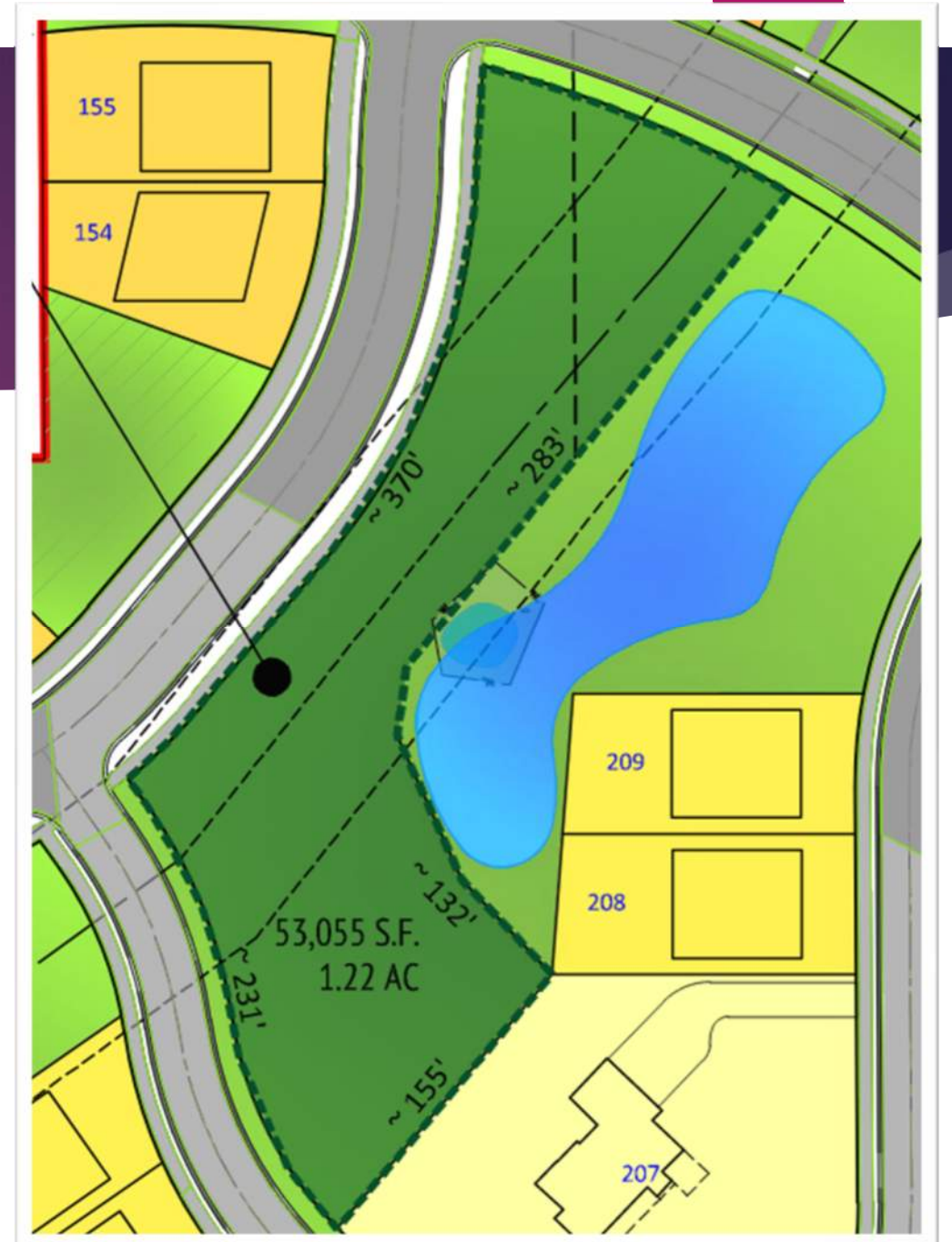
	MED. DENSITY SINGLE-FAMILY (36'-38' x 130'):	60 LOTS
	LOW. DENSITY SINGLE-FAMILY (50'-52' x 130'):	30 LOTS
	LOW DENSITY SINGLE-FAMILY (60' x 130'):	16 LOTS
	LOW DENSITY SINGLE-FAMILY (65' x 135'):	20 18 LOTS
	TOTAL SINGLE-FAMILY LOTS:	126 124
	MULTIFAMILY APARTMENT (MIXED-USE):	300 180 -UNITS
	TOTAL DEVELOPMENT HOUSING UNITS:	306 304
	P.U.D. NATURAL AREA / OPEN SPACE (ORD. 1148)	
	ACCESS PER N.W.A COLLECTOR STREET PLAN (FIGURE 5.2)	



Park

Due to the natural topography on site, no ideal location exists for a park.

- BLG has eliminated two lots to accommodate the best space for a ~1.22 acre park.
- This park will require significant grading by the developer.
- BLG is working with the Park Department on specific park improvements





PLANNING REPORT

CASE NO: 21-12PUD

APPLICANT: Builders Lot Group, LLC

PROPERTY OWNER: James Peltier

REQUEST: Rezoning, Preliminary Plat and Preliminary PUD Development Plan

HEARING DATE: April 6, 2021

LOCATION: 7250 Argenta Trail and 1266 70th Street

COMPREHENSIVE PLAN: Mixed Use, MDR, LDR

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing a development with a mix of single family detached densities and an apartment building component. The project would consist of a total of 126 single family lots of differing lot sizes and widths and an apartment pad with up to a 180 unit apartment building. The project provides for the extension of Alverno Avenue, a collector street extending from the current end point in Argenta Hills up to 70th Street. Additional local streets and street stubs would be provided to link the properties between Argenta and South Robert with a connected local street network. Open space and trails are proposed throughout the project.

REQUESTS

The specific requests for the development project include the following:

1. Rezoning of the property to R-1C/PUD Single Family Residential District, R-3B/PUD Single Family Residential District and R-3C/PUD Multiple Family Residential District.
2. Preliminary Plat approval of Peltier Reserve, consisting of 126 single family lots, one lot for a 180 unit apartment building and 13 outlots.
3. Preliminary PUD approval of the Peltier Reserve PUD as required by the Northwest Overlay District.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North: Large lot residential; zoned A, Agricultural; guided MDR and HDR

East: Large lot residential; zoned A; guided LDR.

West: single family homes, vacant; zoned A, Agricultural, Single family PUD; guided Mixed Use, LDR and MDR.

South: large lot residential, single family homes; zoned A and Single family PUD; guided LDR.

IDENTIFICATION OF NATURAL RESOURCES

The site contains primarily Manage 3 uplands and old fields which do not have any significant characteristics for preservation. The Resource inventory identifies a secondary greenway that follows the pipeline easement on the property. This pipeline easement area would be utilized as a open space with trail generally following the alignment.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 46.15 net developable acres. The request has been sent to Dakota County for their review on right-of-way needs. There will be some additional dedication along 70th Street (Co Rd 26).

General Project Data	Acres
Gross Project Area	48.15
Delineated Wetlands	0.94
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00
Planned "Arterial" Road Right of Way	1.06
Total Net Developable Area	46.15

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Required Acres	Proposed Acres
<i>Total Net Developable Area</i>	<i>46.15</i>	<i>NA</i>
Minimum Open Space Required = 20% of net area	9.24	13.69 (29%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	6.93	7.24 (78%)
Area to be undisturbed = 50% of required open space	4.62	3.26 (35%)

The site design has prioritized the open space areas along the perimeters of the site including the regional basins and pipeline easement. The site complies with total open space and contiguous open space. The site is short undisturbed open space. Flexibility from this code standard is being requested by the application. The primary area left undisturbed is around the wetland central to the site and along eastern boundary at the south end of the site. The balance of the site is disturbed due to the number of roads that are required. There are a number of local street connections required to provide access to all adjacent properties. These include some predominant east-west roadway links that connect properties between Argenta and Hwy 3. Other ponding areas are required to be created or graded to accommodate the storm water system. Overall, the site provides greater open space and contiguous open space than the code minimums.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. The final PUD plans must show the location of the marker posts.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for the proposed project utilizing the base zoning district of R-1C, R-3B and R-3C. When applying the base district and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 73 to 133 possible units. This equates to a density range of 2.0 to 3.6 units per net acre. When applying the base district and factoring in the open space as part of the R-3B district, the development capacity plan yields a range of 56 to 84 possible units. This equates to a density range of 8.0 to 12.0 units per net acre. When applying the base district and factoring in the open space as part of the R-3C district, the development capacity plan yields a range of 56 to 102 possible units. This equates to a density range of 12.0 to 21.8 units per net acre.

Base Zoning District	Net Acres*	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-1C	36.5	2	12,000	73	133
R-3B	6.99	8	3,630		92
R-3C	4.66	12	2,000	56	102

The proposed net density for the R-1C district would be 1.9 units/acre, the proposed density for the R-3B district would be 7.44 units/acre and the proposed net density for the R-3C district would be 38 units/acre.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.

The proposed setbacks for the project are listed on the plan sheet PUD Applied Standards (Sheet C3.05).

Units within the proposed development comply with the required setbacks, except for the following situations listed below:

- Building separation.
Lots up to 60 feet wide – 5 foot side yard (10 foot separation)
Lots at 65 feet wide – 7.5 foot side yard (15 foot separation)
- Street corner lot setback to 15 feet.

Impervious surface coverage.

Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration.

The applicant has provided impervious surface calculations for the entire project.

Impervious Surface	Maximum Allowed	Proposed
R-1C	25%	45-55%
R-3B	55%	55.0%
R-3C	65%	42.0%

The smaller lot single family would generate more impervious surface than allowed, but the medium density would meet standards and apartment building would be below standards. The overall stormwater management plan is designed to account for the amount of impervious surface proposed.

PRELIMINARY PLAT

The applicant is proposing a preliminary plat which consists of 126 single family lots, , one lot for the apartment building and 13 outlots. The outlots would be for open space and storm water management. There are 52 lots with lot sizes ranging from 4,499 to 13,000 square feet and widths from 36-38 feet. There are 36 lots with lot sizes ranging from 4,850 to 6,500 square feet and widths from 50-52 feet. There are 16 lots with lot sizes ranging from 5,500 to 7,500 square feet and widths of 60 feet. There are 20 lots with lot sizes ranging from 8,000 to 10,000 square feet and widths of 65 feet. The existing homestead would remain and be on Lot 3, Block 10.

A portion of the plat encompasses land that is still owned by Dakota County. This the area generally on Lots 9-13, Block 4. Ownership of this land will have to be transferred to the developer prior to approval of the final plat. The preliminary plat must be condition upon developer acquiring the land from the County.

Lot 1, Block 14 is located very close to 70th Street. The County will be upgrading 70th Street in the next couple of years and traffic volumes are expected to continue to increase. The proposed setback from the county right-of-way is only 25 feet whereas 50 feet is required. Since the required setback cannot be obtained on the lot as proposed, staff recommends this lot be eliminated or lots in the area be reconfigured so a 50 foot setback can be achieved for the lot from the 70th Street right-of-way.

The plat has been sent to Dakota County for their review on right-of-way needs. The County reviewed the plat on a concept plan level and commented on the access location at 70th, future needs for possible full access at 72nd, and the location of the trail segment leading to the county trail along Argenta Avenue. The County will make further comment after these items have been addressed by the applicant. In any case, a standard condition of approval is the plat is subject to review and approval by Dakota County.

PARKS/TRAILS

The site plan identifies sidewalk and trail along both sides the collector street as required by the Northwest Ordinance. There are trail segments proposed in the development along the pipeline easement and segments for future trails leading to surrounding properties.

There is a trail segment along the pipeline that would connect to the trail along Argenta Trail. This segment is being looked at as a possible mid-block connection for the city park being planned on the west side of Argenta. Staff is working with the city's consultant working on the park, the applicant, and Dakota County to design the trail so it would be at the most advantageous place for a trail crossing point. Final design would be approved with the final plat and plans.

STREETS & CONNECTIVITY

The project is designed with an extension of Alverno Avenue from its current end point in Argenta Hills through the project and up to 70th Street. Alverno is a collector street shown on the city's Northwest Area Collector Street Study. There would be a connection point at 72nd Street and Argenta Trail. This is currently designed as a three-way interchange. Since the planned alignment of 72nd Street heading east is off the property in question, the applicant is proposing a temporary roadway between lots 5 and 7 block 7. This will provide a second access point until land develops around the site and the other local streets can be connected.

WSB reviewed the street plans for the city to determine compliance with the 2012 Collector Street Study. WSB found the plans to be consistent except noted Alverno as a collector does not need to be a 44 foot wide road but could function with a 36 foot wide road. The determination on the needed roadway width to be determined by the City Engineer.

The streets and right-of-way comply with city standards and the local streets provide a sidewalk on one side as required.

PARKING

The development is proposed with 28 foot wide public streets that allow parking on one side. The lots in the R-1C neighborhoods would have space for 2 off-street parking. The narrow lots in the R-3B neighborhood would provide for one off-street parking space. The apartment building would provide underground or garage parking and surface parking.

DAKOTA COUNT REVIEW

As stated earlier, the plat has been reviewed by Dakota County and they provided comment on the access points to the county roads and the trail location. The plat is subject to the review and approval of Dakota County.

LANDSCAPING/TREE PRESERVATION

Tree Preservation Plan:

The developer has provided a tree inventory of the site. The Code allows a tree removal of 40% for higher density and 30% for lower density. The code allows removal beyond the threshold and requires replacement for those trees over the limit. Tree removal threshold would exceed 40%, thus reforestation is required. In this case, a total of 4,515 caliper inches or 1,807 trees are required to be replanted.

The applicant has identified that based on the amount of grading and tree removal for the whole project including the collector street, storm ponding and grading for the access points at 70th and 72nd, the applicant is requesting some relief from the reforestation requirements because replanting the amount required would not be feasible after development. The plan at this point does not show any of the reforestation replating. The project narrative identifies a request for relief to include:

- Type A tree replacement at 25% instead of required 50%.
- Type B tree replacement at 50% instead of required 100%.

- A Significant Tree be a minimum caliper inch of 12 instead of 8.
- Exempt tree removal for storm water management basins.
- Exempt tree removal for the larger right-of-way and street for Alverno.
- Exempt tree removal for the excavation required for the proposed county road improvements and access at 72nd Street.
-

The code provides clarification on how the reforestation is to be planted.

“Required replacement trees shall be planted on the site being developed in areas such as yard setbacks and outlots. These trees shall be planted based on the frequency and density as determined by the city. Unless found otherwise, at least seventy five percent (75%), but in no case less than forty five percent (45%), of the required tree placement shall occur on the site being developed. Should the development not have sufficient room on the site to allow for all required reforestation, the balance may, at the city council's discretion, either be: 1) planted upon public property in locations approved by the city; or 2) a cash payment to the city in an amount equivalent to the cost of the plantings, said payment to be used by the city for future plantings on public property.”

The code would require that at least 813 trees be replanted on site and the balance be planted on public property or a cash payment in lieu of at the council's discretion.

Since the tree protection regulations are in the zoning code and part of the Northwest Area Overlay District, a request to deviate cannot be process as part of a PUD flexibility request, but rather must be as variance from the standard. What to do with the request and how to replant the required trees is a discussion that should be conducted further with Planning Commission and City Council.

Landscape Plan:

Standard landscaping requirements include providing street trees for the project and plantings per unit for the apartment building. The plans identify a total 124 street trees are required and the plans provide for 147 trees. The apartment complex would require a total of an equivalent of 180 trees based on the size of the building shown. Half of the requirement for the apartment building must be overstory trees, the other half can be in ornamental or shrubs. The plans identify 54 trees shown for the apartment building. The final plan set must meet the required tree planting for the apartment building.

WETLANDS

The preliminary plans identify 3 wetlands on the site. Wetlands 1 and 3 are jurisdictional wetlands but no impact is proposed. Wetland 2 was determined to be an aesthetic feature constructed upland and considered non-jurisdictional under the Wetland Conservation Act.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

Engineering has reviewed the plans and has also sent to other city consultants for review. The final plan set shall be consistent with comments made by WSB, Bolton & Menk and EOR. The

City Engineer prepared a memo dated March 9, 2021 with the requirements and comments to be part of the final plan review.

FIRE MARSHAL REVIEW

The Fire Marshal has reviewed the plans and does not have an issue with the plans or street network. The site does have two ways in and out with the temporary connection to from 72nd Street to Argenta Trail.

NORTHWEST AREA TRUNK UTILITY CHARGES

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit. Plat connection fees are due at time of final plat release for each phase. A breakdown of the fees will be listed in the development contract. The building permit connection fees are due with building permit for each unit.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- Approval of the Preliminary Plat, Preliminary PUD and Rezoning 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.

Preliminary Plat (2 sheets)	dated 3/2/21
Site Plan (5 sheets)	dated 3/2/21
PUD Applied Standards	dated 3/8/21
Open Space Plan	dated 3/8/21
Grading Plan (5 sheets)	dated 3/2/21
Erosion Control Plan	dated 3/2/21
Utility Plans (5 sheets)	dated 3/2/21
Sanitary Profiles (4 sheets)	dated 3/2/21
Street Profiles (5 sheets)	dated 3/2/21
Tree Inventory (4 sheets)	dated 3/2/21

Landscape Plan (5 sheets)

dated 3/2/21

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Lot 1, Block 14 does not appear to provide the required 50 foot setback from the right-of-way of 70th Street. Staff recommends this lot be eliminated or lots in the area be reconfigured so a 50 foot setback can be achieved for the lot from the 70th Street right-of-way.
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.
7. The final plan set shall be subject to the review of the city Fire Marshal.
8. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County.
9. 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.
10. 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.
11. 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

12. 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.
13. 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.
- The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
14. 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.
15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
16. City Engineer to determine the required roadway width for Alverno Avenue.
17. City Council to determine the requirements for tree reforestation via planting on site, planting on city property or a cash payment for those trees not planted on the project site. City Council to also determine if any reduction in replanting is warranted.
18. Setback and impervious surface flexibility shall be established per plan PUD Applied Standards. Reduced undisturbed open space to be consistent with Open Space Plan. Both plans referenced in list of approved plan set.
19. Approval of the Preliminary Plat subject to the developer obtaining ownership of the portion of land owned by Dakota County.

- B. Denial:** Should the proposed request or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project complies with nearly all performance standards of the Northwest Area. Flexibility requests have been made for building separation, setbacks, impervious surface and undisturbed open space. Staff supports these requests.

Staff would recommend approval of the requests as presented with the conditions listed. Further discussion regarding tree reforestation should occur with Planning Commission discussion.

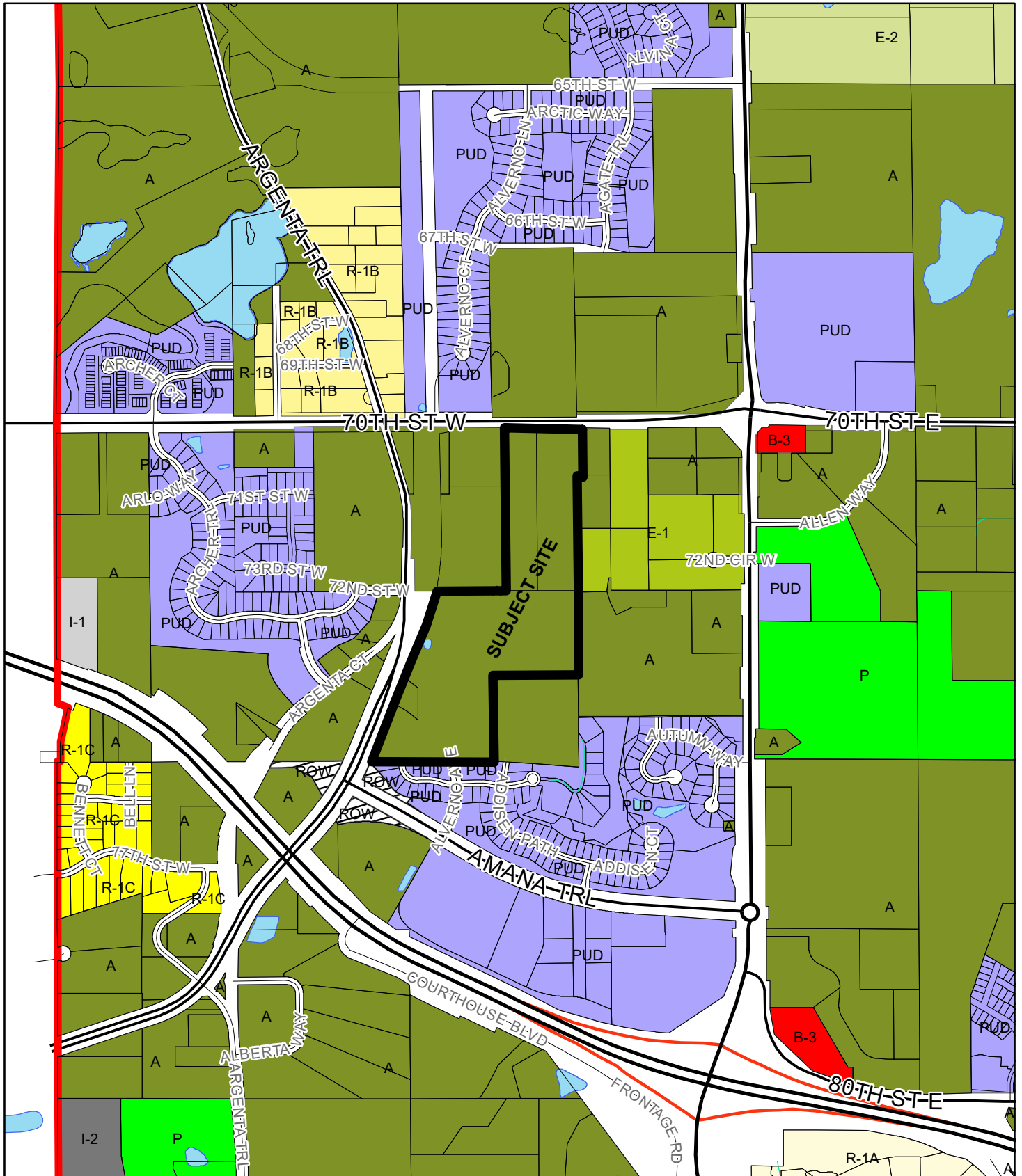
Attachments:

Location Map
Applicant Narrative
Preliminary Plat (2 sheets)
Site Plan (5 sheets)
PUD Applied Standards and Open Space Plan
Grading Plan (5 sheets)
Erosion Control Plan
Utility Plans (5 sheets)
Tree Inventory (4 sheets)
Landscape Plan (4 sheets)
Resident e-mail



Location Map

Case No. 21-12PUD





9531 West 78th Street, Suite 135
Eden Prairie, MN 55433

NARRATIVE FOR PELTIER RESERVE P.U.D. APPLICATION

SITE INFORMATION AND OWNERSHIP

Current Owner: James Peltier
Property Address 7250 Argenta Trail, Inver Grove Heights, MN 55077
Property IDs: 20-00700-06-014, 20-00700-05-012, 20-00700-04-010

DEVELOPMENT TEAM

Applicant & Developer: Builders Lot Group, LLC., Melvin Moore, Steven Soltau, Dwayne Sikich
Single-Family Builders: To be Determined.
Multifamily: Oppidan Investment Company, Ian Halker
Civil Engineer: Sambatek Inc., Eric Luth

PURPOSE AND INTENT

Builders Lot Group, LLC is pleased to present to the City of Inver Grove Heights its proposal for the development of land currently owned by James Peltier. The Peltier Reserve development proposes to apply the Planned Unit Development (PUD) District as a progressive, mixed-density residential neighborhood on a 47-acre site located and located south of 70th Street, east of Argenta Trail and northerly of Argenta Hills neighborhood. This PUD, which is intended to adhere as much feasible with the City of Inver Grove Heights - Northwest Area Overlay District Ordinance, is composed of One Hundred Twenty-Four (124) single family lots, and a multi-family component adjacent to 70th Street, with approximately 180 market rate, rental units. The neighborhood will be accessed through the extension of Alverno Avenue extending from Argenta Hills at the south end to 70th Street at the north end of the development. There will also be access off Argenta Trail (Co. Rd. 63) at the proposed 72nd Street connection, east and west are future connections also provided for according to the NW Area Collector Street Report.

This PUD encourages a more creative approach to development, with goals of providing a more aesthetic and desirable balance of flexibility of the typical site design requirements, a wide variety residential product types and integration of green spaces. As well as, being pedestrian-friendly with oriented circulation, utilizing the site's unique topography, and maximizing the potential of the unique home sites grading, creating an environmentally sustainable designed neighborhood.

As conveyed on the Site Plan this proposal contains a significant natural areas and green spaces which will be maintained by an association created to manage those assets. The single-family portions of the proposal will contain both low and medium density areas to comply with zoning and the NW Area Overlay District requirements. One of the goals of the project is to provide variety of additional housing options in Inver Grove Heights, at varying price points. The proposal requires rezoning of the property and approval of a PUD as part of the Northwest Area Overlay District.

Construction partners for the single-family homes will offer a range of homes from approximately 2,200 Sq.Ft. to over 4,000 Sq.Ft. with multiple elevations and floor plans. The development offers distinctive neighborhood clusters with a variety of housing types with options including single-level,

multi-level, and two-story homes with attached 2 to 4-car garages and typically 3-6 bedrooms. Sample elevations are attached as part of this application.

The Development partner for the apartment complex is Oppidan Investment Company. Oppidan is an experienced, successful commercial developer of different multi-family facilities and works with experienced experts beginning with proper market studies, professional design and following through construction and operation. Their experience in this portion of Peltier Reserve will be an important part of the success in pursuing the variety of housing options as desired by the Northwest Area Overlay.

It is anticipated that grading operations could commence following preliminary plat approval with street and utility construction in the late summer and fall of 2021. Home construction will begin with early models and spec. homes to allow opening with the completion of utilities and initial road construction. Depending on market demand, full buildout is anticipated in approximately 36 months following this commencement of construction.

Peltier Reserve will be a very diverse single-family neighborhood with publicly owned and maintained streets and utilities constructed to city specifications. Sidewalks and trails will be located within public rights-of-way or deeded to the City of Inver Grove Heights. We will also work with staff on any temporary turnarounds or stubs that will be extended with future development.

All stakeholders of this project must recognize the existing and proposed site constraints, such as the existing topography, the pipeline bisecting the property, the existing electric transmission line, the irregular shape of the development parcel, the proposed county road improvements, the numerous Northwest Area requirements, the City plat connection fees, and the required development density in order to make this project feasible.

EXISTING DEVELOPMENT STANDARDS

The developer believes this proposed PUD integrates the numerous requirements, objectives, policies, and design guidelines outlined the following documents:

- I.G.H. 2040 Comprehensive Plan
- I.G.H. Northwest Area Zoning Ordinance (Ord. 1148)
- I.G.H. Northwest Expansion Area AUAR
- I.G.H. Northwest Area Collector Street Plan
- I.G.H. Engineering Specifications for Construction
- Dakota County CSAH 26 & CSAH 63 Improvement Plans

NOTE: The applicant has found many of constraints in these guiding documents conflict with each other and attempting to adhere some requirement do not allow complying with the objectives in one or more of the other documents. This places undue burden on the proposed development and the projects stakeholders.

PLANNED UNIT DESIGN EXPECTATIONS

Site Design Element

Objective – distinct and unique housing mix

The proposed PUD provides a unique mixed-use housing alternative currently not available within a singular development within the City of Inver Grove Heights and creates a new combined low-medium-high density development. This development also provides a diverse housing mix with a wide variety of price points as well as recreational opportunities that will

benefit the community, providing both new and current residents the opportunity to live, work and play within the City of Inver Grove Heights.

Objective – enhance City of Inver Grove Heights character

Having a location adjacent the proposed Argenta Trail (CSAH 63) and 70th Street (CSAH 26) will provide easy access to transportation to both existing and future employment centers. Provide a comfortable, safe, place to live, while reducing the stress of residents' daily lives. The development strengthens the diversity of residential options in the City of Inver Grove Heights and the new construction provides an enhancement of the adjacent future residential areas.

Open Space Element

Objective – pedestrian-oriented development with diversified amenities for prime recreational use and community interaction.

Focusing on the pedestrian, the project intends to enhance the pedestrian link between the existing Argenta Hills neighborhood together with direct access to trails proposed along Argenta Trail (CSAH 63) and 70th Street (CSAH 26). As well as providing connectivity of this neighborhood to future neighborhoods east and south of Peltier Reserve with the intent of linking to the future extension the existing nature trail within Outlot C of Argenta Hills 8th Addition. The northerly trail shown within the pipeline easement should also promote a future northeasterly trail extension within future neighborhoods and continue to the 70th Street.

Architectural Element

Objective – provide a diverse choice of housing

Promoting an uncharacteristic single-family environment, the proposed development provides a unique selection of layouts and sustainable housing prices within the City of Inver Grove Heights and by providing a medium-density residential community that provides upper scale amenities at a reasonable housing price. The proposed housing product is prototypical of life cycle housing for the exploding, unmet demands of the first-time homebuyers and active adult market. The development is also within reasonable proximity to City of Inver Grove Heights's core amenities and infrastructure, further emphasizing the live, work and play environment.

Neighborhood Element

Objective – safe, well-maintained, pedestrian-oriented, desirable places to live

The proposed development emphasizes creating a sense of place, reinforcing existing landscaping and character of the area, protecting the privacy of adjacent neighbors, and promotes the following unique and desirable elements:

1. Community interaction through greenways and other common areas,
2. A connection among neighbors,
3. Convenient pedestrian/bicycle access to local amenities,
4. Visual interest and distinctive housing character by design with ample movement in the facades, and
5. A streetscape that is pedestrian friendly and safety focused and not primarily focused on the vehicle, all posted vehicle speed limits shall be 30 mph or below,

Objective – character and identity

Through the use of creative and flexible design standards, varied residential architecture, enhanced streetscape, and craftsman/cottage design themes, the development intends to

be thoughtful to the unique character of the existing and future neighborhoods. The common green space creates smooth transition between the different housing product types will create a mix of 'pocket neighborhoods' which is unique by design.

Growth Area Element

Objective – Maintain high quality of life and economically healthy community

By promoting mixed housing types to support central area employment centers, the proposed development creates a more desirable live/work community by reducing commute times and promoting pedestrian and bicycle transportation not only in this development but in the surrounding neighborhoods. Its proximity to the major employment zones the project emphasizes the goal supporting a greater impact on the growth of the employment centers and providing a higher quality of life and health for the community.

Landscaping Element

Objective – provide plant material and soften the look of the development to create a more natural environment.

The developer and homebuilders propose to plant an extensive amount of overstory, ornamental and screening trees throughout the Peltier Reserve development and with the passage of the PUD will proceed to plant additional native vegetation in the non-treed areas throughout the Peltier Reserve green space. Many the species proposed to be planted both in the development and greenway are Xeriscape designated trees and shrubs perennials and grasses, meaning they do not require irrigation beyond the area's normal rainfall.

Sustainability Element

Objective – encourage low impact development

The emerging design explores mitigation of flooding and erosion damage, reclamation of rain water and promoting alternative transportation use through a pedestrian-friendly design in order to minimize potential negative impacts to the surrounding environment. An important low impact application for this development includes a permanent rain water reclamation system that will use rainwater for irrigation of the development's green space and apartment turf and landscaping. Unfortunately, the oversized roadway and oversized trails proposed by the City, known as Alvemo Avenue is in direct conflict to any goals of low impact development.

PROPOSED PELTIER RESERVE PUD DEVELOPMENT STANDARDS

PUD Uses Permitted:	Residential dwelling, single-family detached and Multifamily Apartment with up to 180 rental units
Accessory Uses:	No accessory buildings of any kind allowed per Covenants
Public Safety and Signage	Comply with City of Inver Grove Heights Zoning Ordinance All streets to have posted speed limits of 30 mph or less
Tree Inventory & Replacement	See Tree Inventory and Tree Replacement Section below
Landscape Standards (single-family)	Comply with City of Inver Grove Heights Zoning Ordinance
Landscape Standards (multifamily)	One tree per 40' of lot perimeter

Open Space Areas

The proposed green space of Peltier Reserve is approx. 13.3 acres (36.5 %) and based on the required grading of the existing topography and the NWA density requirements, about 3.25 acres is undisturbed open space

Architectural Design Standards:

Comply with City of I.G.H Zoning Ordinance and Peltier Reserve PUD Architectural Design Guidelines (see below)

Peltier Reserve PUD Project-Specific Standards Table (based on NWA Density Requirements):

PUD Lot Types:	Med. Density	Low Density	Low Density	Low Density	Multifamily
Lot Width	36' & 38'	50' & 52'	60'	65'	-
Lot Depth (min.)	125'	130'	130'	135'	-
Lot Area (avg.)	4,625 sf	6,600 sf	7,800 sf	8,775 sf	202,896 sf
Pad Width	26' & 28'	40' & 42'	50'	50'	-
Pad Depth	70'	70'	60'	60'	-
Unit Totals	52	36	16	20	Up to 180
Building Setbacks:					
Front	25'	25'	25'	25'	40'
Side	5'	5'	5'	7.5'	40'
Rear	30'	30'	30'	30'	50'
Corner	15'	15'	15'	15'	40'
County Road	50'	50'	50'	50'	100'
Building Height	35'	35'	35'	35'	-
Lot Coverage					
Building Pad	1,980 sf	2,800 sf	2,950 sf	3,000 sf	52,000 sf (26%)
Driveway & Walks	520 sf	775 sf	800 sf	900 sf	3,500 sf
Parking Lot	-	-	-	-	30,500 sf
Lot Impervious (max.)	2,500 sf (55%)	3,575 sf (55%)	3,750 sf (48%)	3,900 sf (45%)	86,000 sf (42%)
Vehicle Parking					
S-F & Apartment	1 off-street	2 off-street	2 off-street	2 off-street	1 gar. + 0.5/un.

PROPOSED PELTIER RESERVE TREE INVENTORY AND REPLACEMENT

As part of this PUD the applicant is proposing flexibility of the existing City of I.G.H. ordinance related to existing tree replacement. The following 'Except' replacement standards are based on typical requirements in other municipalities around the metropolitan area and specific to this development:

- Based on the arduous existing topography, the NWA density requirements and other site constraints discussed above, the applicant is requesting Type "A" tree replacement be reduced to 25% replacement and Type "B" tree replacement reduced to 50%. The Type "C" tree replacement and credit for Heritage Trees shall be per ordinance.
- Requesting the definition of a Significant Tree to be 12 caliper inches and larger
- Trees removed for Stormwater Management Basins are exempt of replacement
- Trees removed for the oversizing of Alverno Avenue are exempt of replacement
- Trees removed for the excavation required for the proposed County Road Improvements and the County Road access at 72nd Street W. are exempt of replacement

The applicant will submit a Tree Preservation Plan and Proposed Landscape Plan based on these requested standards for review by the City.

ARCHITECTURAL DESIGN GUIDELINES

The architectural design guidelines and standards outlined within this PUD reflect the desire for a heightened quality of materials, sustainable design elements, and architectural character of the proposed neighborhood. The general guidelines outlined in the City of Inver Grove Heights Zoning Ordinance shall apply. The proposed design guidelines are considerably more restrictive than those defined by the City of Inver Grove Heights Zoning Ordinance, the guideline requirements of this PUD shall govern.

OVERSIZING OF ALVERNO AVENUE

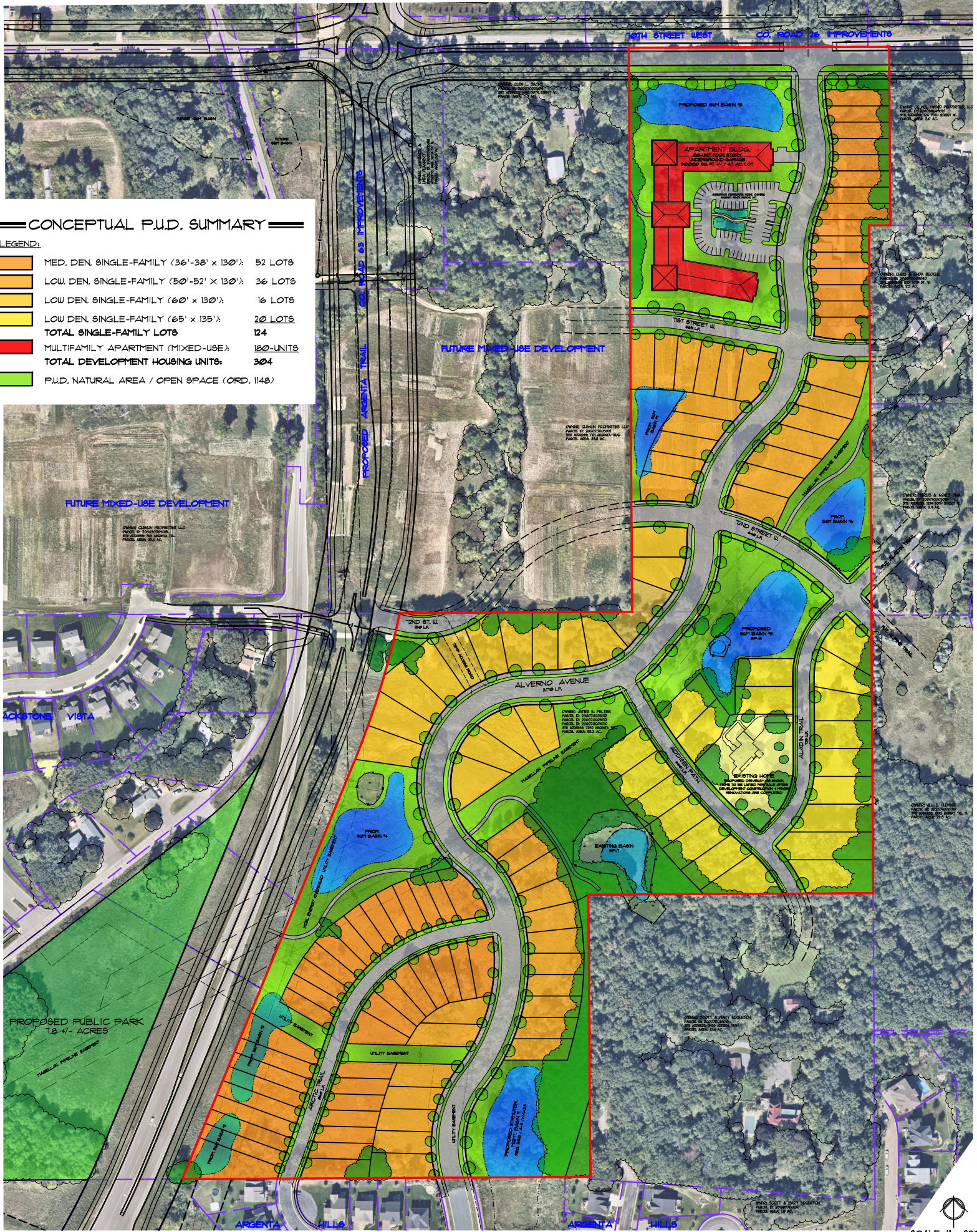
The applicant is proposing that the City provide a negotiated reduction of City fees equal to the additional construction costs over what would be expected market rate construction of a typical 60' ROW / 32' F-F Roadway. The applicant also expects the City to provide a reduction of fees equal the cost of the 16" trunk watermain minus cost to construct the 8" watermain required for this development.

NEIGHBORHOOD MEETING

A neighborhood meeting for the proposal was conducted on February 4, 2021, via Zoom, for this project and we received significant, valuable input from the community. The plan for development presented to the neighbors and a discussion related to various factors was engaged in with the participants. Many of the points raised by the community were valuable in the final design proposal and Builders Lot Group, LLC agrees with many points raised. A summary of the comments and points of discussion from that meeting are also submitted with the application.

CONCLUSION

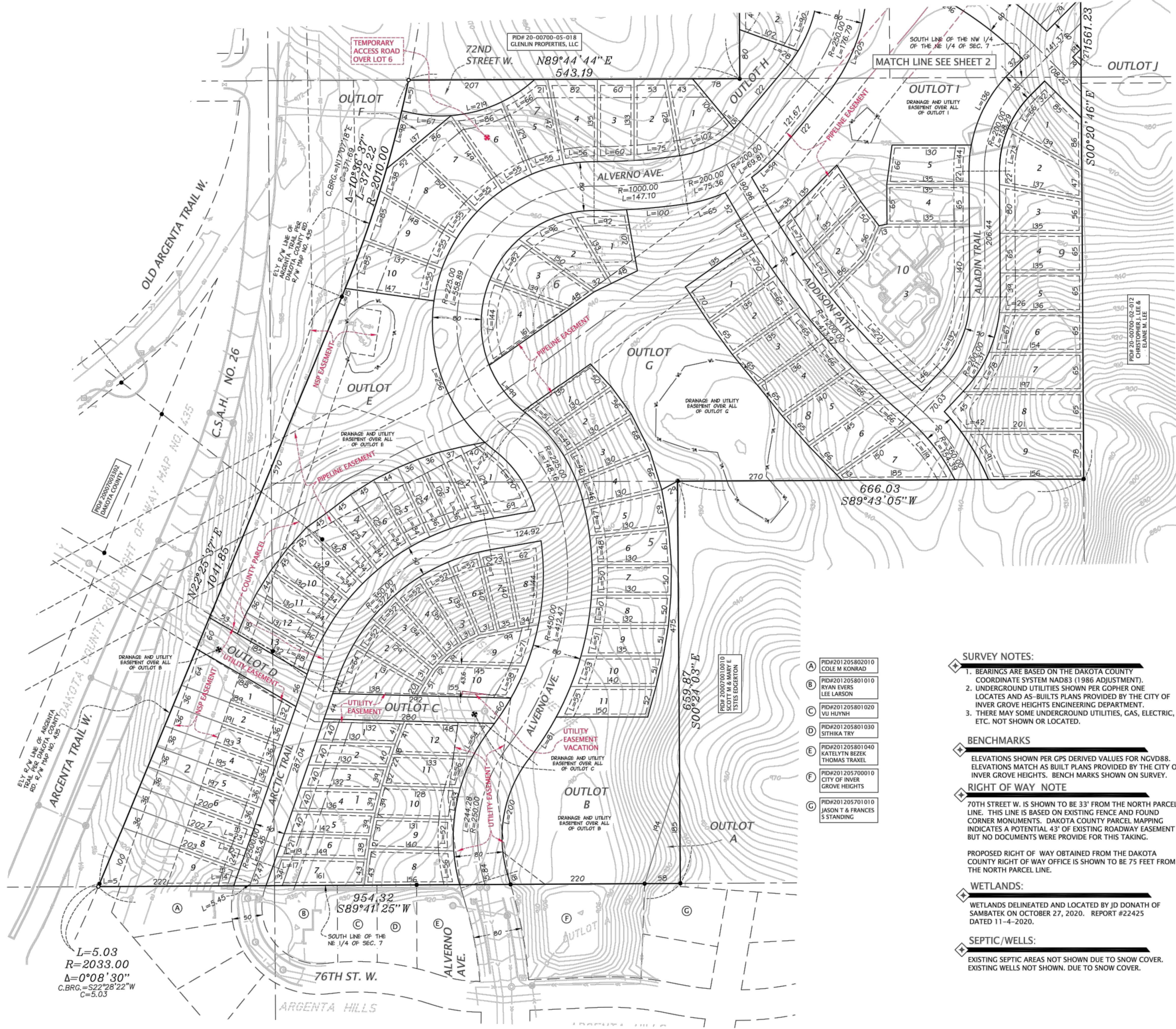
This Planned Unit Development provides the opportunity to develop 46.15 net acres (48.15 gross acres) with a high-quality, innovative neighborhood that will provide housing diversity and a unique opportunity for an exceptional community with ample green space, a mix of home prices and add to the City's tax base. The creative and thoughtful site planning, architecture, common areas, sustainable features, and flexibility with ordinances will create a sense of place on this challenging site that will benefit the overall community as a whole and is consistent with the purpose of Planned Unit Developments. The result will be a superior neighborhood for the future residents of Peltier Reserve and an excellent accompaniment to the City.



== CONCEPTUAL P.U.D. SUMMARY ==

LEGEND:

	MED. DEN. SINGLE-FAMILY (36'-38' x 130'):	52 LOTS
	LOW DEN. SINGLE-FAMILY (50'-52' x 130'):	36 LOTS
	LOW DEN. SINGLE-FAMILY (60' x 130'):	16 LOTS
	LOW DEN. SINGLE-FAMILY (65' x 135'):	20 LOTS
	TOTAL SINGLE-FAMILY LOTS:	124
	MULTIFAMILY APARTMENT (MIXED-USE):	180-UNITS
	TOTAL DEVELOPMENT HOUSING UNITS:	304
	P.U.D. NATURAL AREA / OPEN SPACE (ORD. 1148):	



LEGAL DESCRIPTION:
(ENTIRE LANDS TO BE PLATTED AS PELTIER PRESERVE)

The West 52.17 feet of the North 417.4 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4); the East 559.73 feet of the Northwest 1/4 of the Northeast 1/4; that part of the North Half of the Southwest Quarter of the Northeast Quarter (N 1/2 of SW 1/4 of NE 1/4) and the Southwest Quarter of the Southwest Quarter of the Northeast Quarter (SW 1/4 of SW 1/4 of NE 1/4), and the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) lying East of the east right of way line of C.R. 28 (Argenta Trail) as depicted on Dakota County Road Right Of Way Map No. 435 all in Section 7, Township 27 North, Range 22 West.

(THE FOLLOWING LANDS INCLUDED IN THE ABOVE DESCRIPTION ARE TO BE CONVEYED BY DAKOTA COUNTY TO BUILDERS LOT GROUP)

A tract of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of said Section 7, Township 27 North, Range 22 West lying East of the east right of way line of C.R. 28 (Argenta Trail) as depicted on Dakota County Road Right Of Way Map No. 435 described as follows: Commencing at the Southeast corner of the Northwest Quarter (NW 1/4); thence North along the East line of said Northwest Quarter (NW 1/4), 384.2 feet to the actual point of beginning; thence deflect left 51 degrees, 24 minutes for 549.19 feet to the centerline of former SAR No. 63; thence deflect left 76 degrees 15 minutes along said centerline 79.94 feet; thence deflect left 111 degrees 31 minutes, 53 seconds, 573.48 feet to the point of beginning.

AND
A tract of land lying in the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of said Section 7, Township 27 North, Range 22 West lying East of the east right of way line of C.R. 28 (Argenta Trail) as depicted on Dakota County Road Right Of Way Map No. 435 described as follows: Commencing at the Southeast corner of the Northwest Quarter (NW 1/4) of said Section 7; thence North along the East line of said Northwest Quarter (NW 1/4) 384.2 feet to the actual point of beginning; thence deflect left 51 degrees, 24 minutes, 549.19 feet to the centerline of former SAR No. 63; thence deflect right 103 degrees, 45 minutes along said centerline 200.1 feet; thence deflect right 76 degrees, 15 minutes, for 452.39 feet; thence deflect right 51 degrees, 24 minutes, 248.7 feet; thence deflect right 128 degrees, 36 minutes to the point of beginning, Dakota County, Minnesota.

EASEMENT NOTES:
The following survey related exceptions appear on the Assure Title, LLC as agent for Alliant National Title Insurance Company Title Commitment No. 7645 - PELTIER, dated September 11th, 2020.

Terms and conditions of that Right-of-Way, in favor of Great Lakes Pipeline Company, as contained in Document filed in Book 41 of Deeds, page 326, (AS SHOWN ON SURVEY, BLANKET EASEMENT, NEEDS TO BE DEFINED)

Terms and conditions of those partial releases of easement and assignments as contained in Book 78 of Deeds, page 150, Document numbers 8781501, 993716, 1543877 and 1805118. (NOT SHOWN ON SURVEY)

Terms and conditions of that easement in favor of Northern States Power Company as contained in Book 51 of Deeds, Page 87, Book 51 of Deeds, Page 115 and Book 51 of Deeds, Page 194.(RELEASED PER DOC. NO. 2433643)

Terms and conditions of releases filed as Document Numbers 993672, 993673 and 2433643. (NSP EASEMENT AS SHOWN ON SURVEY)

Terms and conditions of that easement agreement filed as Document Number 3060293. (AS SHOWN ON SURVEY)

Terms and Conditions of that Right-of-Way plat, in favor of Dakota County, Minnesota, filed as Document Number 3128522.(AS SHOWN ON SURVEY)

Terms and conditions of that Stipulation to Amend Findings and Order filed as Document Number 3143800, 3162319 and 3162318. (AS SHOWN ON SURVEY)

- SURVEY NOTES:**
- BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM NAD83 (1986 ADJUSTMENT).
 - UNDERGROUND UTILITIES SHOWN PER GOPHER ONE LOCATES AND AS-BUILTS PLANS PROVIDED BY THE CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT.
 - THERE MAY SOME UNDERGROUND UTILITIES, GAS, ELECTRIC, ETC. NOT SHOWN OR LOCATED.

BENCHMARKS
ELEVATIONS SHOWN PER GPS DERIVED VALUES FOR NGVD88. ELEVATIONS MATCH AS BUILT PLANS PROVIDED BY THE CITY OF INVER GROVE HEIGHTS. BENCH MARKS SHOWN ON SURVEY.

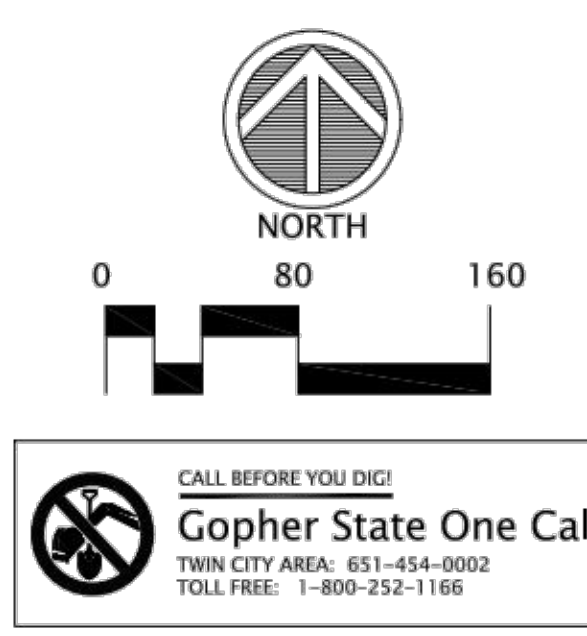
RIGHT OF WAY NOTE
70TH STREET W. IS SHOWN TO BE 33' FROM THE NORTH PARCEL LINE. THIS LINE IS BASED ON EXISTING FENCE AND FOUND CORNER MONUMENTS. DAKOTA COUNTY PARCEL MAPPING INDICATES A POTENTIAL 43' OF EXISTING ROADWAY EASEMENT BUT NO DOCUMENTS WERE PROVIDE FOR THIS TAKING.

PROPOSED RIGHT OF WAY OBTAINED FROM THE DAKOTA COUNTY RIGHT OF WAY OFFICE IS SHOWN TO BE 75 FEET FROM THE NORTH PARCEL LINE.

WETLANDS:
WETLANDS DELINEATED AND LOCATED BY JD DONATH OF SAMBATEK ON OCTOBER 27, 2020. REPORT #22425 DATED 11-4-2020.

SEPTIC/WELLS:
EXISTING SEPTIC AREAS NOT SHOWN DUE TO SNOW COVER. EXISTING WELLS NOT SHOWN. DUE TO SNOW COVER.

- LEGEND:**
- A PID#201205802010 COLE M KONRAD
 - B PID#201205801010 RYAN EVERS LEE LARSON
 - C PID#201205801020 VU HUYNH
 - D PID#201205801030 SITHIKA TRY
 - E PID#201205801040 KATELYN BEZEK THOMAS TRAXEL
 - F PID#201205700010 CITY OF INVER GROVE HEIGHTS
 - G PID#201205701010 JASON T & FRANCES S STANDING



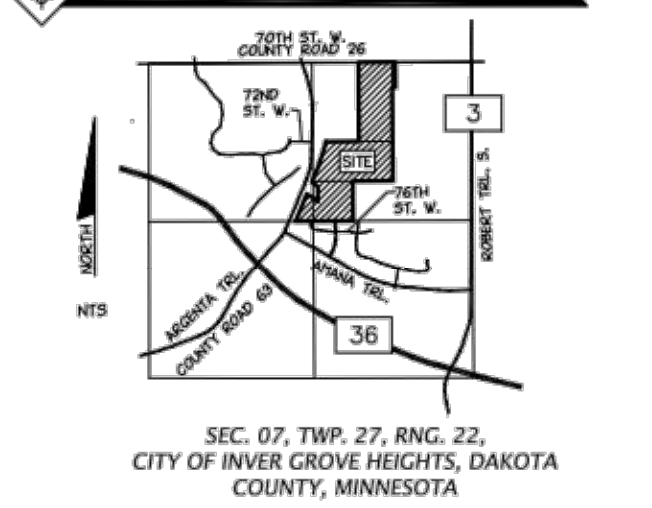
PELTIER RESERVE PRELIMINARY PLAT

CONTACT:
Melvin Moore
Builders Lot Group, LLC
9531 West 78th Street
Suite 135
Eden Prairie, MN 55344
952-314-7130



COUNTY/CITY:
DAKOTA COUNTY
CITY OF INVER GROVE HEIGHTS

VICINITY MAP



REVISIONS:

DATE	REVISION
2-11-21	PRELIMINARY PLAT

CERTIFICATION:
I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes
Daniel L. Thurmes Registration Number: 25718
Date: 12-9-20

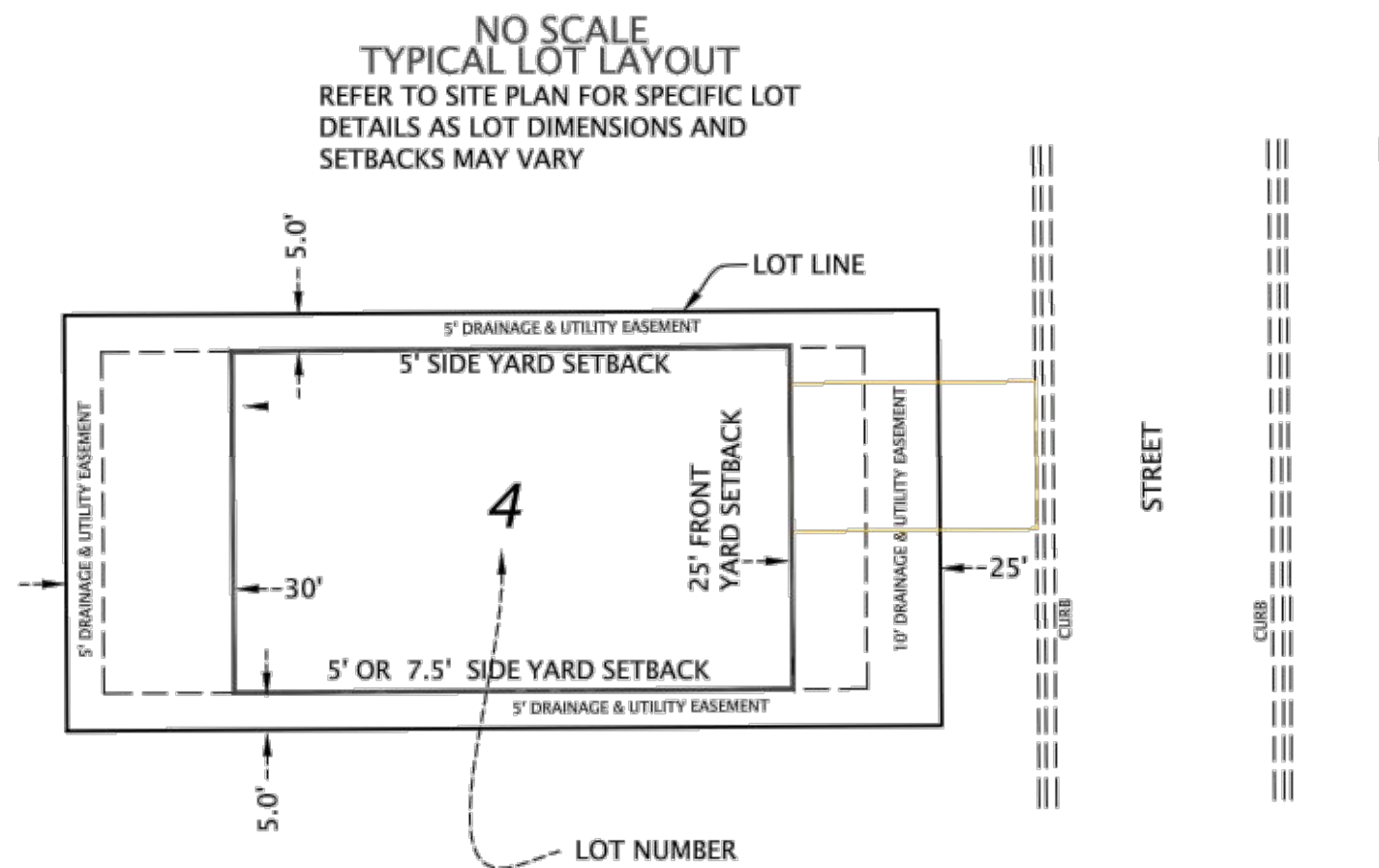
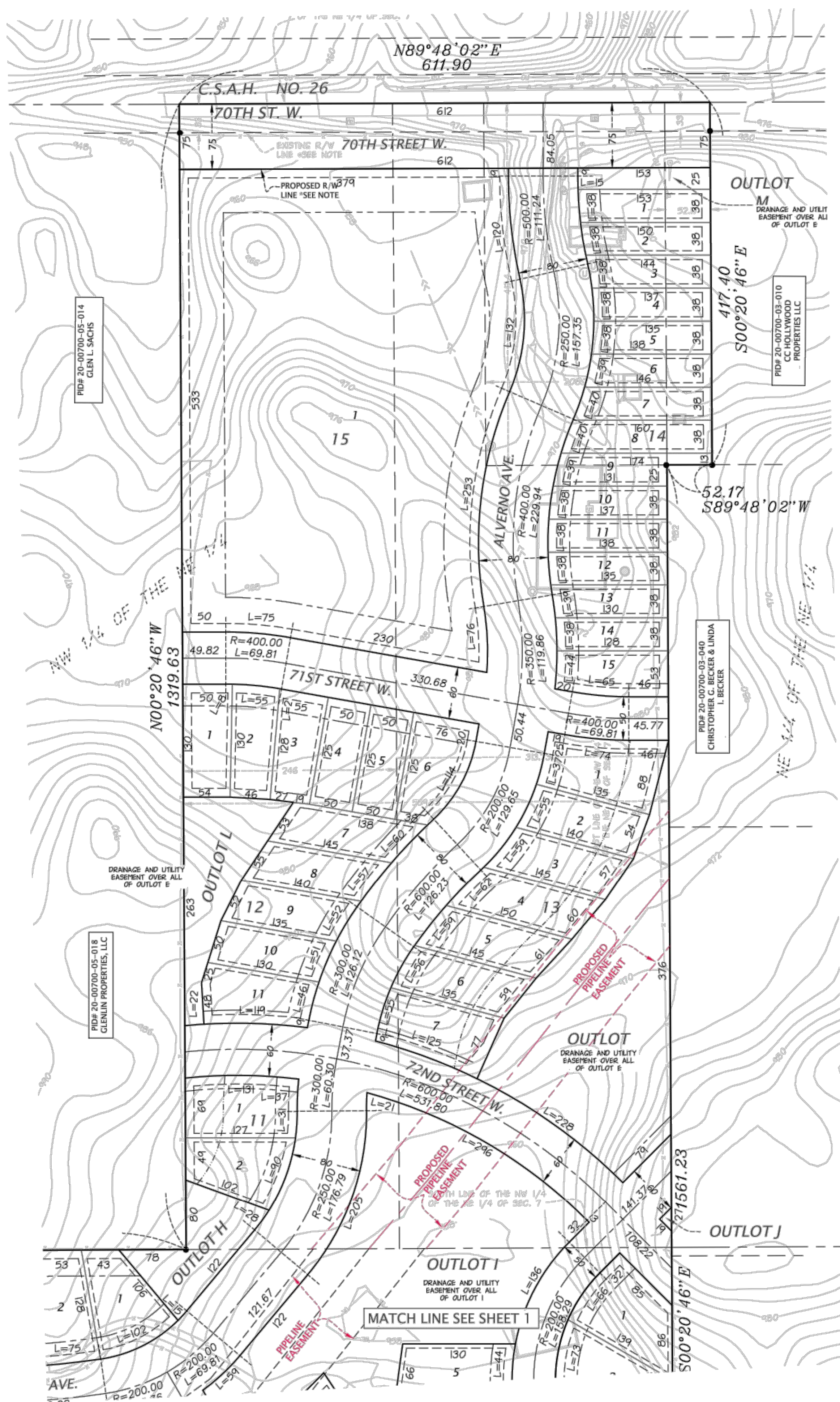
PROJECT LOCATION:
7250 ARGENTA TRAIL
PART OF
PID #200070006012
PID #200070004010
PID #200070005012

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurvey.net

CORNERSTONE LAND SURVEYING, INC.

FILE NAME: SURVEI07
PROJECT NO.: ELI21007

PRELIMINARY PLAT
SHEET 1 OF 2 SHEETS



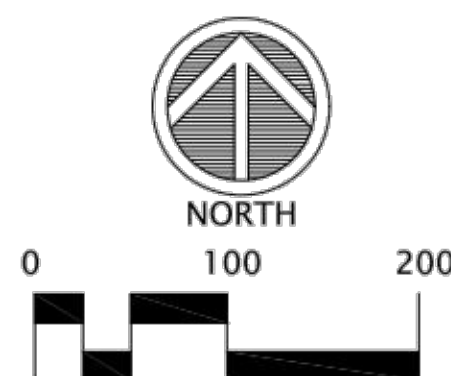
BUILDING SETBACKS
FRONT = 25 FEET
SIDE, HOUSE & GARAGE = 5 FEET
SIDE, HOUSE & GARAGE = 7.5 FEET (60' LOTS)
REAR = 30 FEET
REAR LOTS 8, 9 & 10, BLOCK 7 = 50 FEET (ARGENTA TRAIL)

LEGEND

- FOUND MONUMENT 1/2" IP MARKED R/S 15480
- SET 1/2" IRON PIPE MARKED R/S NO. 25718
- CABLE TV PEDESTAL
- AIR CONDITIONER
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- LIGHT POLE
- GUY WIRE
- POWER POLE
- GAS MANHOLE
- GAS METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- SANITARY CLEANOUT
- SANITARY MANHOLE
- CATCH BASIN
- STORM DRAIN
- WATER VALVE
- ROLLARD
- FLAG POLE
- MAIL BOX
- TRAFFIC SIGN
- UNKNOWN MANHOLE
- SOIL BORING
- SPOT ELEVATION
- TRAFFIC SIGNAL
- CONIFEROUS TREE
- DECIDUOUS TREE
- FLARED END SECTION
- STORM MANHOLE
- FIRE DEPT. CONNECTION
- HYDRANT
- CURB STOP
- WATER WELL
- WATER MANHOLE
- WATER METER
- POST INDICATOR VALVE
- UNDERGROUND ELECTRIC
- UNDERGROUND CABLE TV
- UNDERGROUND FIBER OPTIC
- UNDERGROUND TELEPHONE
- OVERHEAD UTILITY
- UNDERGROUND GAS
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- FENCE
- CURB (TYPICAL)
- CONTOURS
- BUILDING LINE
- CONCRETE SURFACE
- BITUMINOUS SURFACE

UNDERGROUND UTILITIES NOTES:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. GOPHER STATE ONE CALL LOCATE TICKET NUMBER(S) 210120250, 210120265, 210120279, 210120294, 210120303, 210120280, SOME MAPS WERE RECEIVED, WHILE OTHER UTILITIES DID NOT RESPOND TO THE LOCATE REQUEST. ADDITIONAL UTILITIES OF WHICH WE ARE UNAWARE MAY EXIST. PUBLIC UTILITIES SHOWN PER AS-BUILTS PROVIDED BY THE CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT.



CALL BEFORE YOU DIG!
Gopher State One Call
TWIN CITY AREA: 651-454-0002
TOLL FREE: 1-800-252-1166

	AREA	SETBACK WIDTH			AREA	SETBACK WIDTH
BLOCK 1				BLOCK 10		
LOT 1	4,987	39.8		LOT 1	9,476	71.5
LOT 2	4,949	39.8		LOT 2	8,968	70.7
LOT 3	4,988	39.8		LOT 3	42,329	65.0
LOT 4	5,096	39.8		LOT 4	8,776	65.0
LOT 5	5,273	39.8		LOT 5	8,536	65.1
LOT 6	5,517	39.8				
LOT 7	7,028	49.7		BLOCK 11		
LOT 8	8,471	56.8		LOT 1*	9,106	70.1
LOT 9	7,006	52.0		LOT 2	7,928	80.5
LOT 10	6,716	52.6				
LOT 11	6,760	53.7		BLOCK 12		
LOT 12	7,663	55.3		LOT 1	7,223	56.6
				LOT 2	6,543	53.0
BLOCK 2				LOT 3	6,476	54.8
LOT 1	8,995	36.0		LOT 4	6,250	50.0
LOT 2	6,838	36.0		LOT 5	6,250	50.0
LOT 3	6,915	36.0		LOT 6*	8,274	76.4
LOT 4	6,992	36.0		LOT 7	7,493	59.0
LOT 5	7,069	36.0		LOT 8	7,101	56.2
LOT 6	7,146	36.0		LOT 9	6,838	53.3
LOT 7	7,222	36.0		LOT 10	6,592	51.1
LOT 8	7,288	36.0		LOT 11*	7,697	55.8
LOT 9	13,583	36.7				
				BLOCK 13		
BLOCK 3				LOT 1*	9,813	64.2
LOT 1	7,008	74.0		LOT 2	7,367	54.7
LOT 2	5,486	48.3		LOT 3	7,623	58.0
LOT 3	5,456	48.3		LOT 4	7,999	62.3
LOT 4	5,456	48.3		LOT 5	7,995	59.3
LOT 5	5,460	48.3		LOT 6	7,616	56.1
LOT 6	5,532	48.3		LOT 7*	8,863	64.0
LOT 7	5,222	41.3				
LOT 8*	6,976	60.1		BLOCK 14		
LOT 9	6,964	65.7		LOT 1	5,762	38.1
LOT 10	8,034	58.9		LOT 2	5,602	38.5
				LOT 3	5,339	38.6
BLOCK 4				LOT 4	5,167	38.1
LOT 1*	7,933	71.4		LOT 5	5,185	38.1
LOT 2	4,592	37.0		LOT 6	5,395	38.7
LOT 3	4,534	36.4		LOT 7	5,809	39.9
LOT 4	4,499	36.0		LOT 8	6,369	40.7
LOT 5	4,869	36.0		LOT 9	5,528	39.3
LOT 6	4,908	36.0		LOT 10	5,106	38.4
LOT 7	4,908	36.0		LOT 11	5,225	38.0
LOT 8	5,021	36.0		LOT 12	5,191	38.2
LOT 9	5,134	36.0		LOT 13	5,020	38.4
LOT 10	5,134	36.0		LOT 14	4,885	38.0
LOT 11	5,079	36.0		LOT 15*	6,564	48.1
LOT 12	4,680	36.0				
LOT 13	4,919	38.0		BLOCK 15		
				LOT 1*	202,986	
BLOCK 5						
LOT 1	6,585	51.0		OUTLOT A	5,399	
LOT 2	6,758	50.0		B	75,968	
LOT 3	7,339	50.0		C	12,042	
LOT 4	7,238	50.0		D	10,275	
LOT 5	7,106	50.0		E	89,534	
LOT 6	7,035	50.0		F	3,727	
LOT 7	6,479	50.0		G	113,060	
LOT 8	6,528	50.3		H	10,884	
LOT 9	6,652	50.1		I	81,621	
LOT 10	6,850	52.5		J	188	
LOT 11	7,221	54.7		K	51,919	
				L	15,022	
BLOCK 6				M	3,796	
LOT 1	7,908	83.0				
LOT 2	8,834	84.7		R/W	470,504	
LOT 3	9,142	75.1				
LOT 4	10,470	116.6		SQ. FT.	ACRES	
				BLOCK 1	74,454	1.71
BLOCK 7				BLOCK 2	72,048	1.65
LOT 1	8,408	86.9		BLOCK 3	61,596	1.41
LOT 2	8,330	70.8		BLOCK 4	66,210	1.52
LOT 3	8,080	60.0		BLOCK 5	75,791	1.74
LOT 4	9,382	60.0		BLOCK 6	36,354	0.83
LOT 5	9,496	60.0		BLOCK 7	93,689	2.15
LOT 6	9,244	60.0		BLOCK 8	64,844	1.49
LOT 7	10,387	60.0		BLOCK 9	94,329	2.17
LOT 8	10,887	60.0		BLOCK 10	78,085	1.79
LOT 9	9,755	60.0		BLOCK 11	17,034	0.39
LOT 10	9,720	60.0		BLOCK 12	76,737	1.76
				BLOCK 13	57,276	1.31
BLOCK 8				BLOCK 14	82,147	1.89
LOT 1	9,427	70.0		BLOCK 15	202,986	4.66
LOT 2	8,762	65.0		OUTLOTS A-M	473,435	10.87
LOT 3	8,784	65.2		R-W	470,504	10.80
LOT 4	8,941	65.6		TOTAL	2,097,519	48.15
LOT 5	9,243	66.1				
LOT 6	9,577	66.8				
LOT 7	10,110	102.0				
BLOCK 9						
LOT 1	9,622	90.8				
LOT 2	9,631	85.5				
LOT 3	9,192	75.6				
LOT 4	8,775	65.0				
LOT 5	8,788	65.0				
LOT 6	9,327	66.8				
LOT 7	11,237	74.7				
LOT 8	13,859	65.3				
LOT 9	13,896	89.2				

AREA:

TOTAL AREA AS SHOWN = 2,097,519 SQ.FT. / 48.15 ACRES
TOTAL PELTIER PARCEL = 2,062,080 SQ.FT. / 47.34 ACRES
TOTAL DAKOTA COUNTY PARCEL = 35,439 SQ. FT. / 0.81 ACRES

PELTIER
RESERVE
PRELIMINARY PLAT

CONTACT:

Melvin Moore
Builders Lot Group, LLC
9531 West 78th Street
Suite 135
Eden Prairie, MN 55344
952-314-7130



Builders
LOT GROUP

COUNTY/CITY:

DAKOTA
COUNTY
CITY OF
INVER GROVE HEIGHTS

VICINITY MAP



REVISIONS:

DATE REVISION
2-11-21 PRELIMINARY PLAT

CERTIFICATION:

I hereby certify that this plan was prepared by me, or under my direct supervision, and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Daniel L. Thurmes
Daniel L. Thurmes Registration Number: 25718
Date: 12-9-20

PROJECT LOCATION:

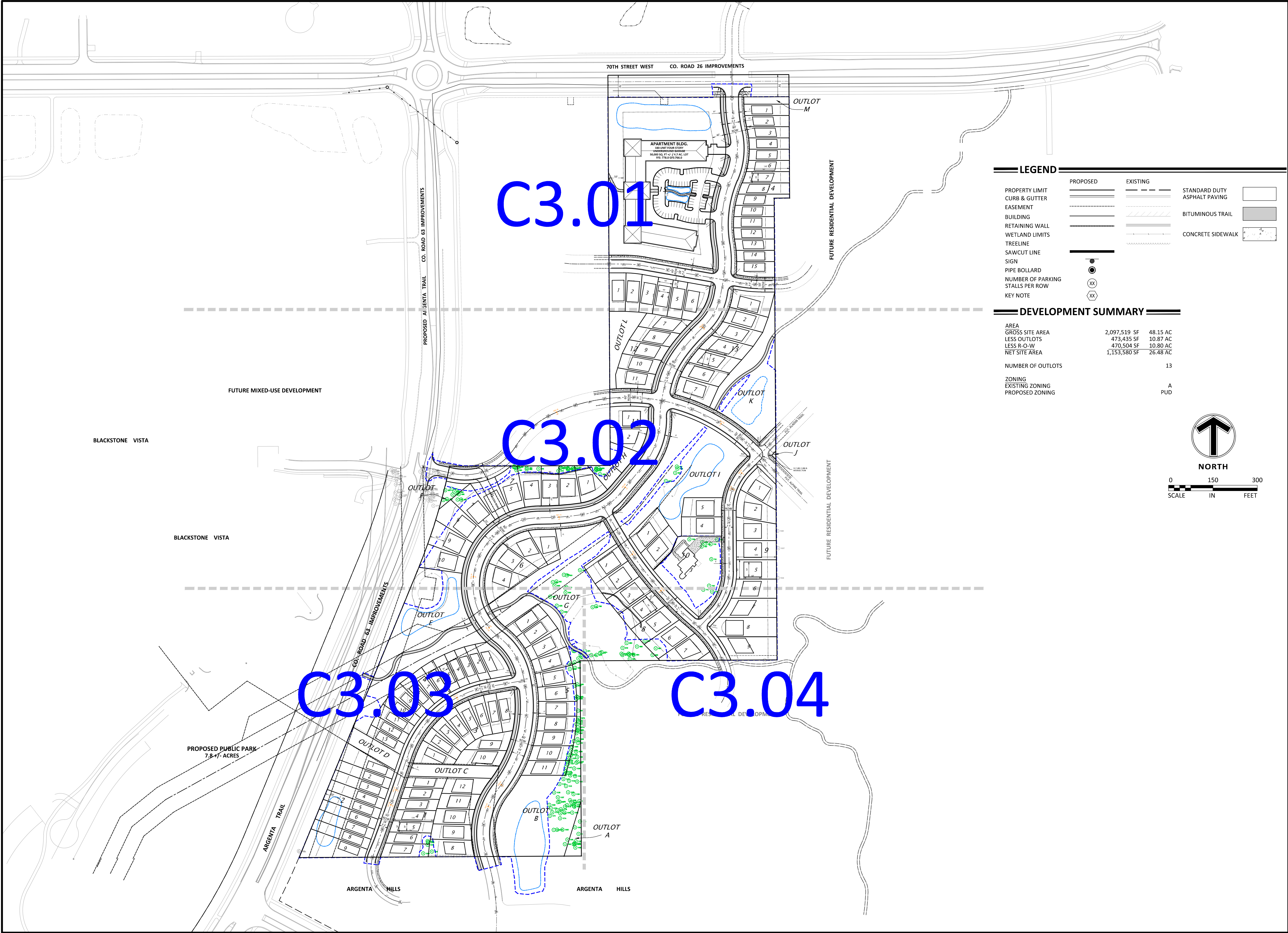
7250
ARGENTA TRAIL
PART OF
PID #200070006012
PID #200070004010
PID #200070005012

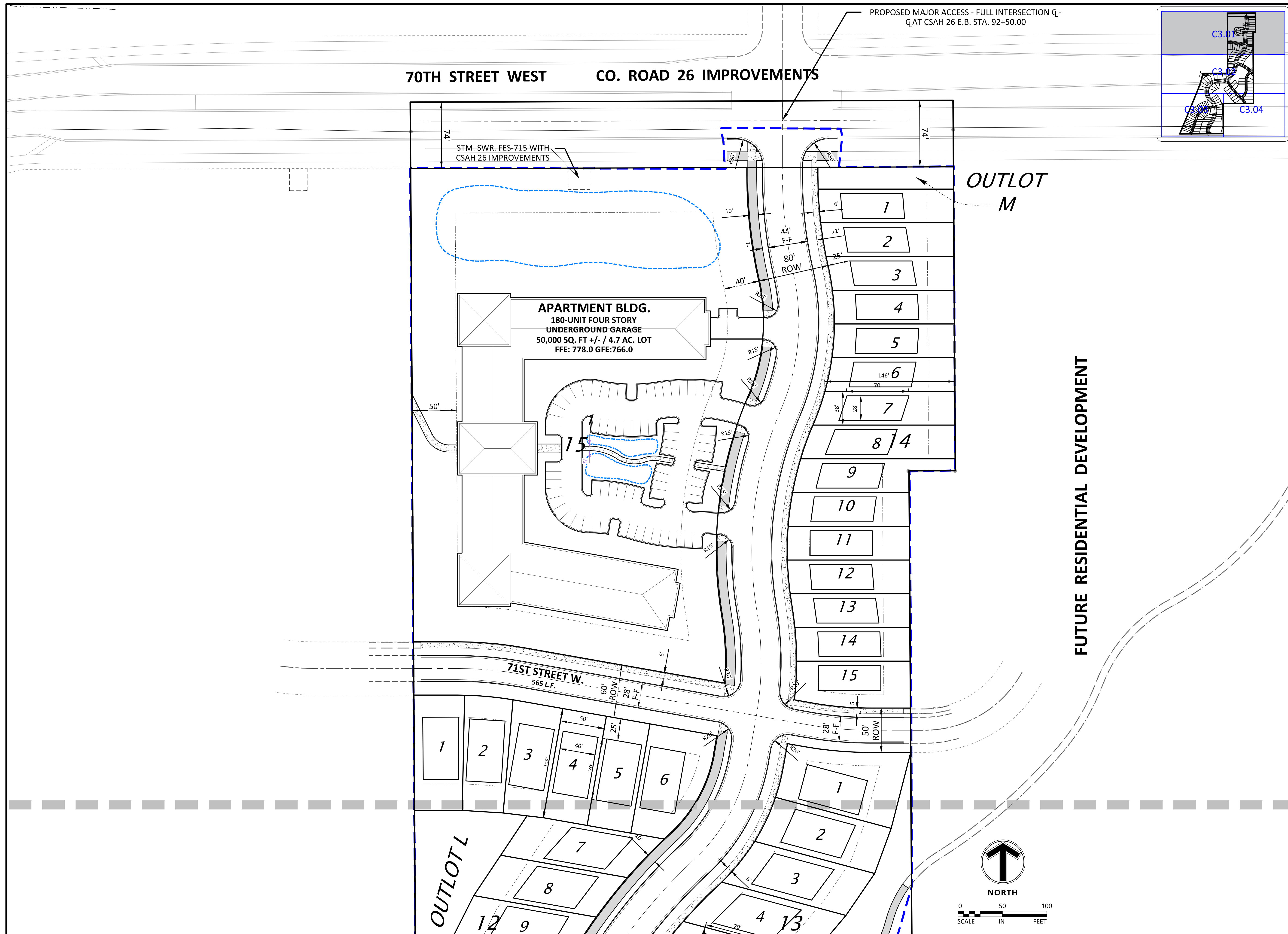
Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC.

FILE NAME SURVEI07
PROJECT NO. ELI21007

PRELIMINARY
PLAT
SHEET 2 OF 2 SHEETS





Client



Project PELTIER RESERVE

Location
INVER GROVE
HEIGHTS, MN

Certification

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Eric T. Lofgren
Registration No. 50475 Date: 02/16/2021

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Summary

Designed: JEB Drawn: CJS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

Revision History

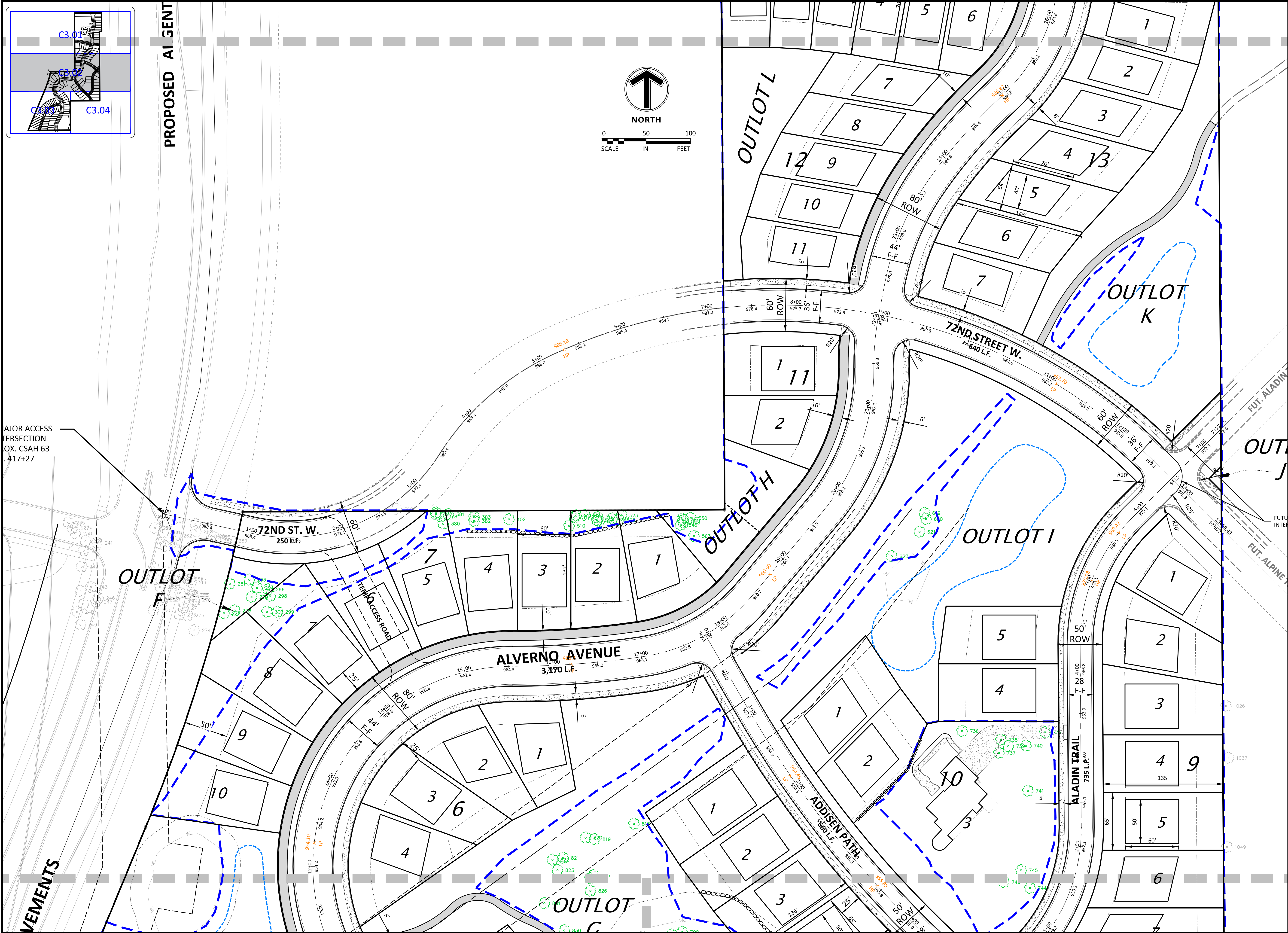
No.	Date	By	Submittal / Revision
	02/16/21		CITY SUBMITTAL
	03/02/21		PLANNING COMMENTS

Sheet Title

SITE PLAN

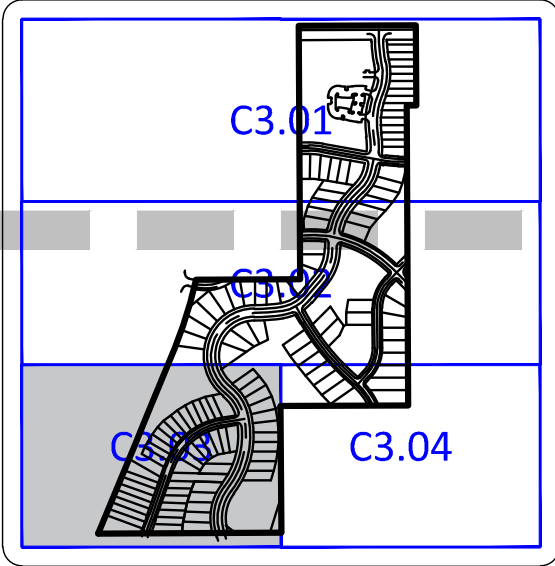
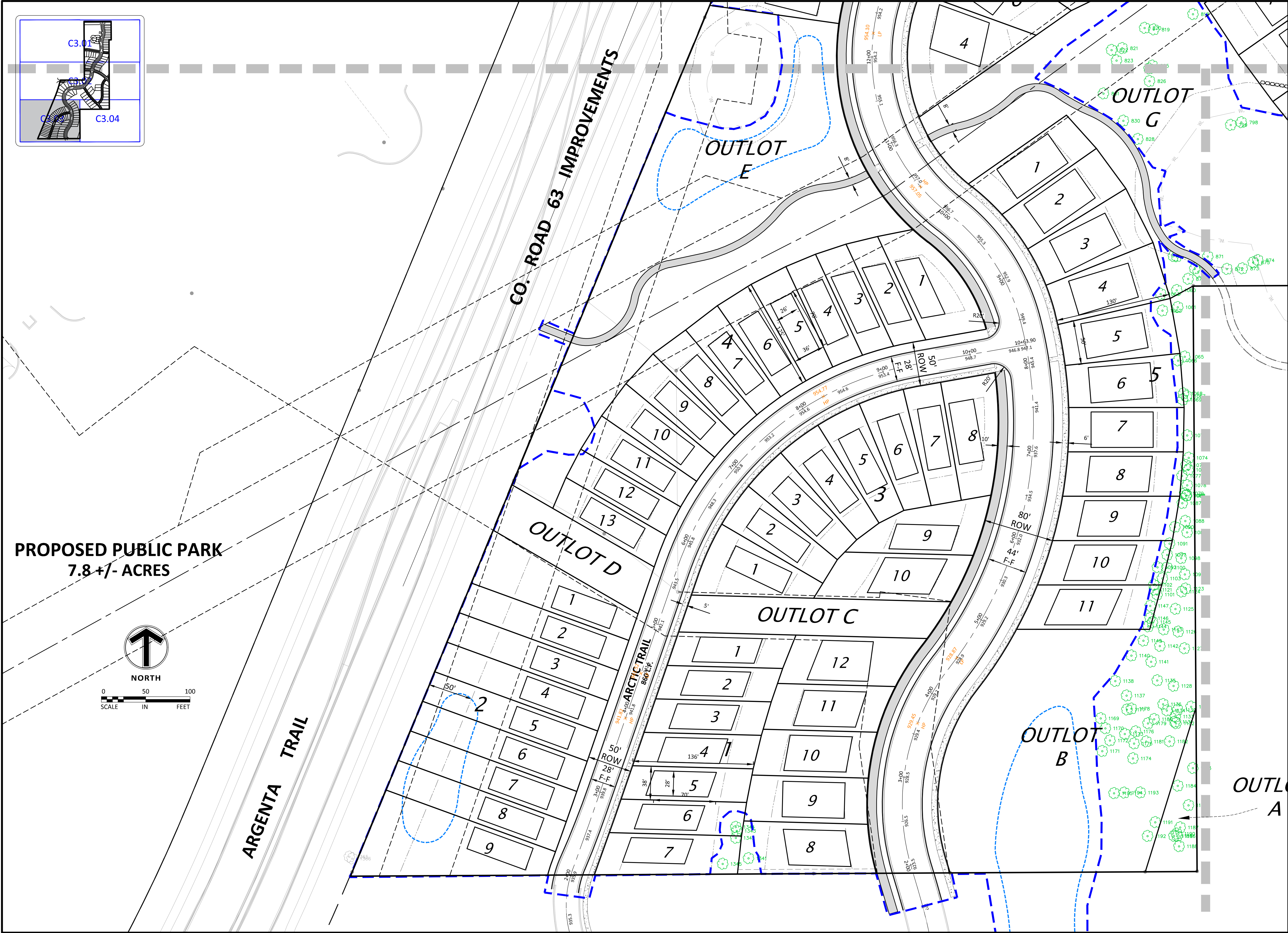
Sheet No. Revision
C3.01

Project No. 22425



MAJOR ACCESS
INTERSECTION
W. OX. CSAH 63
S. 417+27

REMARKS



Client



Builders
LOT GROUP

Project
**PELTIER
RESERVE**

Location
**INVER GROVE
HEIGHTS, MN**

Certification

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Eric T. J. J.
Registration No. 50475 Date: 02/16/2021
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Summary

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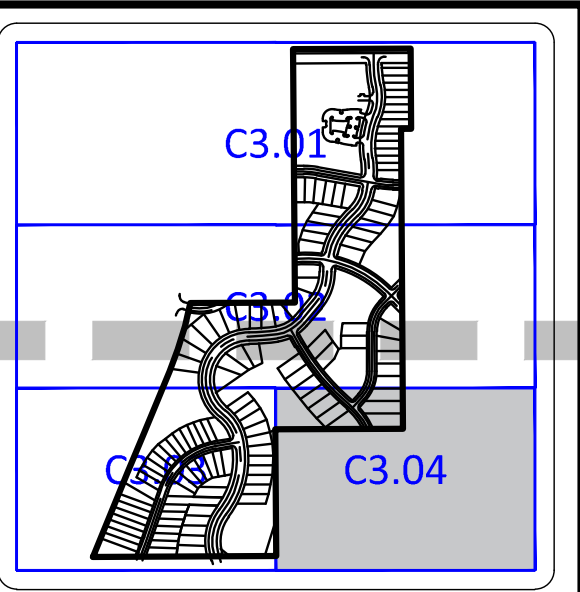
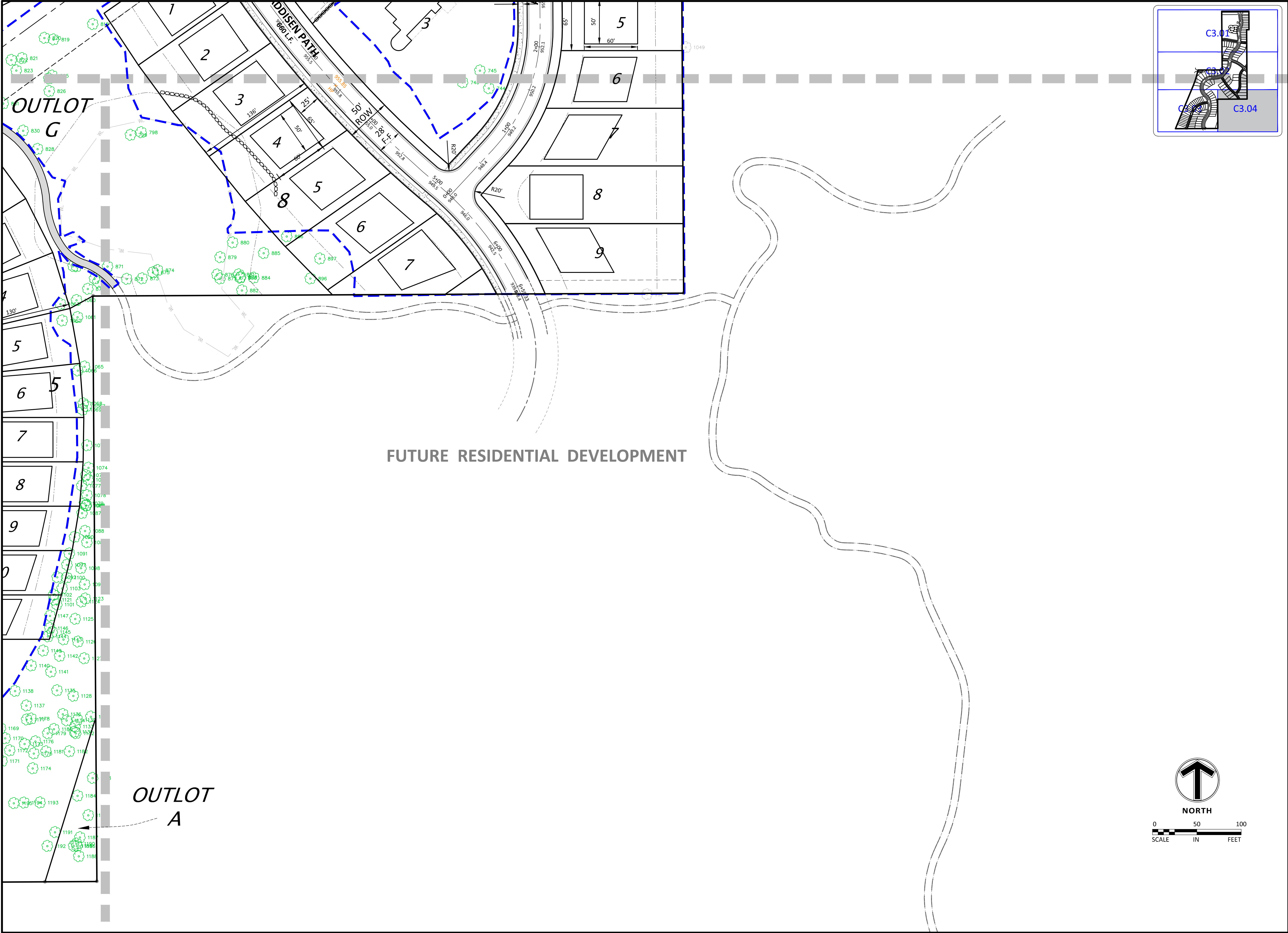
Revision History

No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title
SITE PLAN

Sheet No. Revision
C3.03

Project No. 22425



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Client

Builders
LOT GROUP

Project
PELTIER
RESERVE

Location
INVER GROVE
HEIGHTS, MN

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PRELIMINARY

Eric T. J. J.
Registration No. 50475 Date: 02/16/2021
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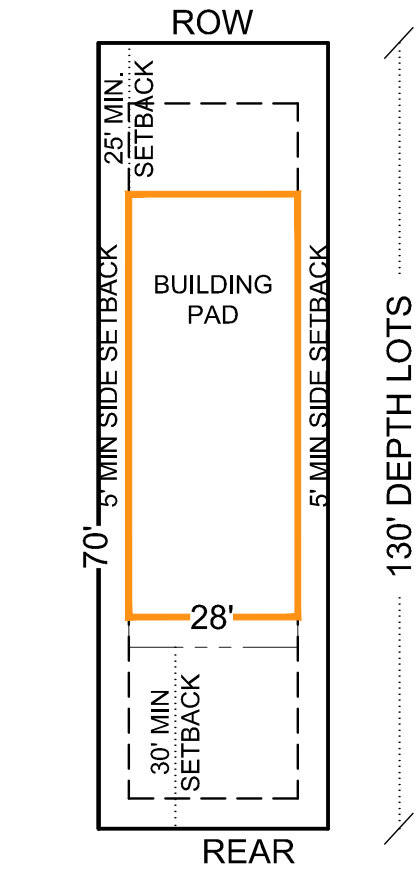
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Designed: JEB Drawn: CIS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

Revision History	
No.	Date By Submittal / Revision
02/16/21	CITY SUBMITTAL
03/02/21	PLANNING COMMENTS

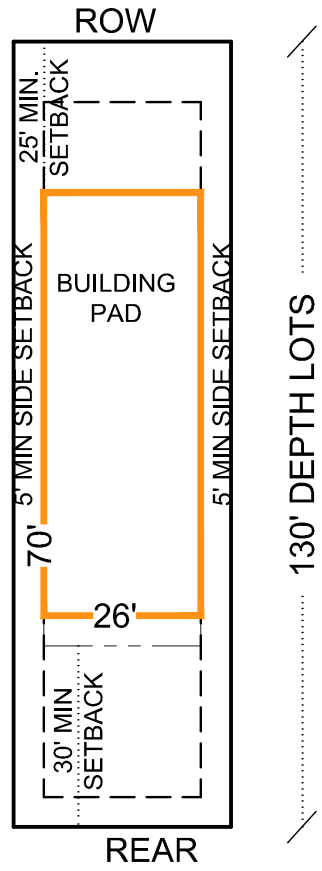
Sheet Title
SITE PLAN

Sheet No. Revision
C3.04
Project No. 22425

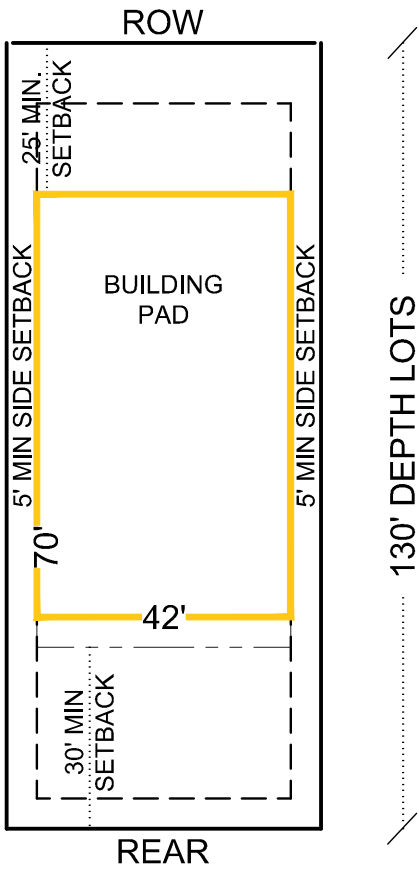
	APPLIED & SUPPLEMENTAL PUD NEIGHBORHOOD DESIGN STANDARDS						
	Medium Density	Low Density	Low Density	Low Density	Multi Use	Existing House	TOTAL
Lot Requirements							
Lot Width	36'-38'	50'-52'	60'	65'			
Lot Depth	125'	130'	130'	135'			
Lot Size	4500-4750 SF	6500-6760 SF	7800 SF	8775 SF			
Total Lot Size	311,895 SF	254,454 SF	147,077 SF	194,929 SF	202,896 SF	42,329 SF	1,153,580 SF
Pad Width	26'-28'	40'-42'	50'	50'			
Pad Depth	70'	70'	60'	60'			
Units	53	35	16	20	180		305 Units
Setbacks							
Front (From ROW)	25'	25'	25'	25'	40'		
Side (House & Garage)	5'	5'	5'	7.5'	40'		
Side (Corner)	15'	15'	15'	15'	40'		
Side (County Rd 70)	50'	50'	50'	50'	100'		
Rear	30'	30'	30'	30'	50'		
Rear (Argenta Trail)	50'	50'	50'	50'	50'		
Building Height	35'	35'	35'	35'			
Lot Coverage							
Building Pad	1,980 SF	2,800 SF	2,950 SF	3,000 SF	52,000 SF (26%)	0.57 AC	8.22 AC
Driveways & Walks	520 SF	775 SF	800 SF	900 SF	3,500 SF	0.76 AC	2.97 AC
Parking Lot					30,500 SF		0.70 AC
Lot Impervious (max.)	2,500 SF (55%)	3,575 SF (55%)	3,750 SF (48%)	3,900 SF (45%)	86,000 SF (42%)		
Total Impervious:						1.33 AC	11.89 AC
Vehicle Parking							
SF & Apartment	1 OFF-STREET	2 OFF-STREET	2 OFF-STREET	2 OFF-STREET	1 GAR.+0.5/UNIT		
Total Streets Impervious							5.77 AC



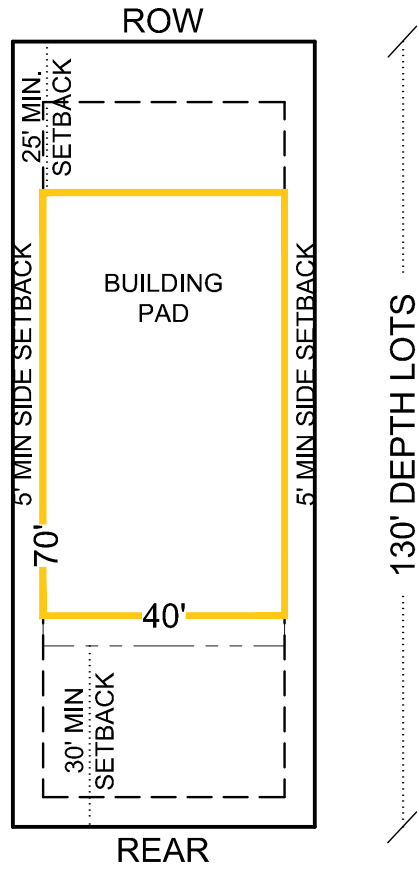
38' WIDE LOT AVERAGE
28' WIDE BY 70' DEEP PAD



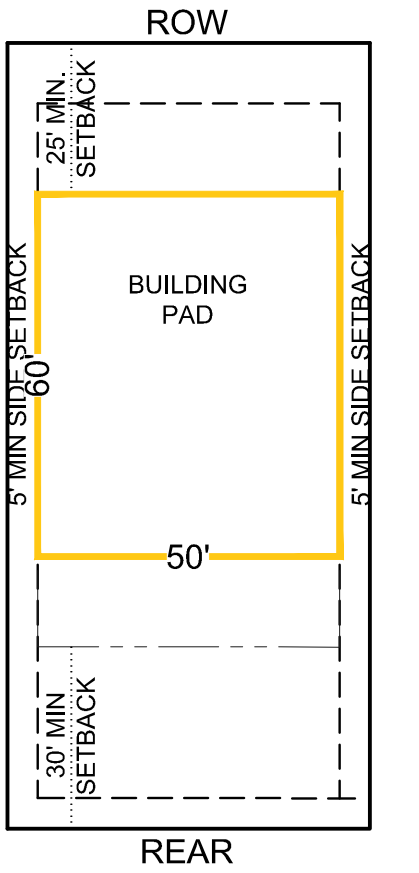
36' WIDE LOT AVERAGE
26' WIDE BY 70' DEEP PAD



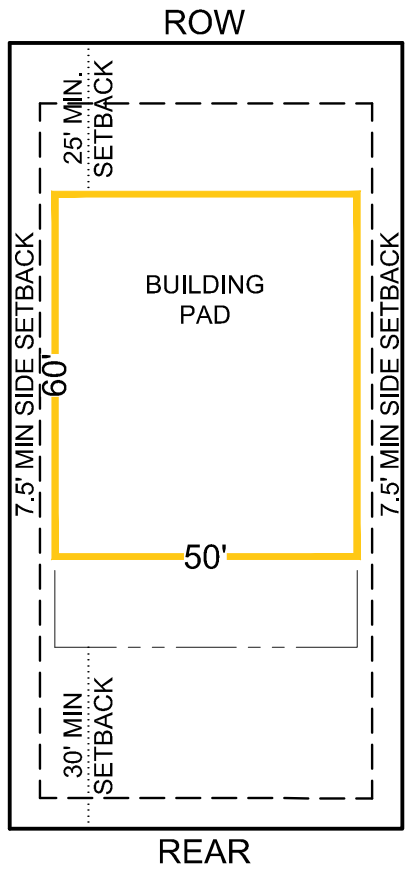
52' WIDE LOT AVERAGE
42' WIDE BY 70' DEEP PAD



50' WIDE LOT AVERAGE
40' WIDE BY 70' DEEP PAD



60' WIDE LOT AVERAGE
50' WIDE BY 60' DEEP PAD



65' WIDE LOT AVERAGE
50' WIDE BY 60' DEEP PAD



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Builders

LOT GROUP

Project
PELTIER
RESERVE

Location
INVER GROVE
HEIGHTS, MN

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

Eric T. J.

Registration No. 50475

Date: 02/16/2021

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Summary

Designed: JEB

Drawn: CIS

Approved: ETL

Book / Page:

Phase: PRELIMINARY Initial Issue: 02/16/2021

Revision History	
No.	Date By Submittal / Revision
02/16/21	CITY SUBMITTAL
03/02/21	PLANNING COMMENTS

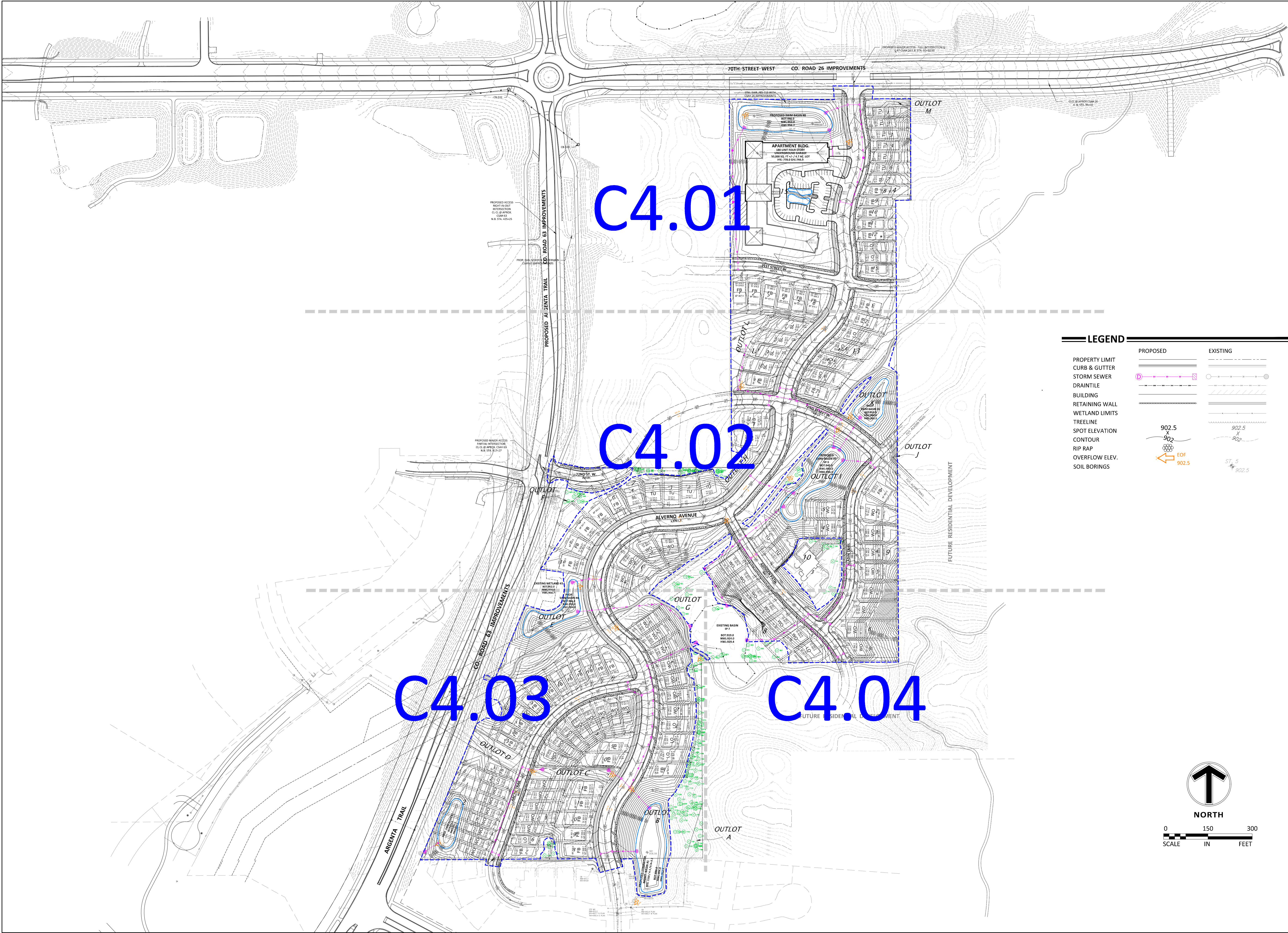
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STANDARDS

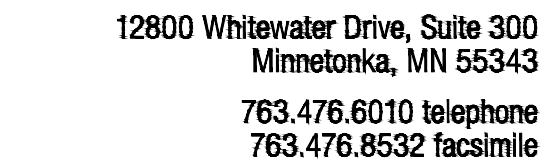
Sheet No. Revision

C3.05

Project No. 22425







Client



Project PELTIER RESERVE

Location
INVER GROVE
HEIGHTS, MN

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Eric T. Jones
Registration No. 50475 Date: 02/16/2021

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Designed: JEB Drawn: CJS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

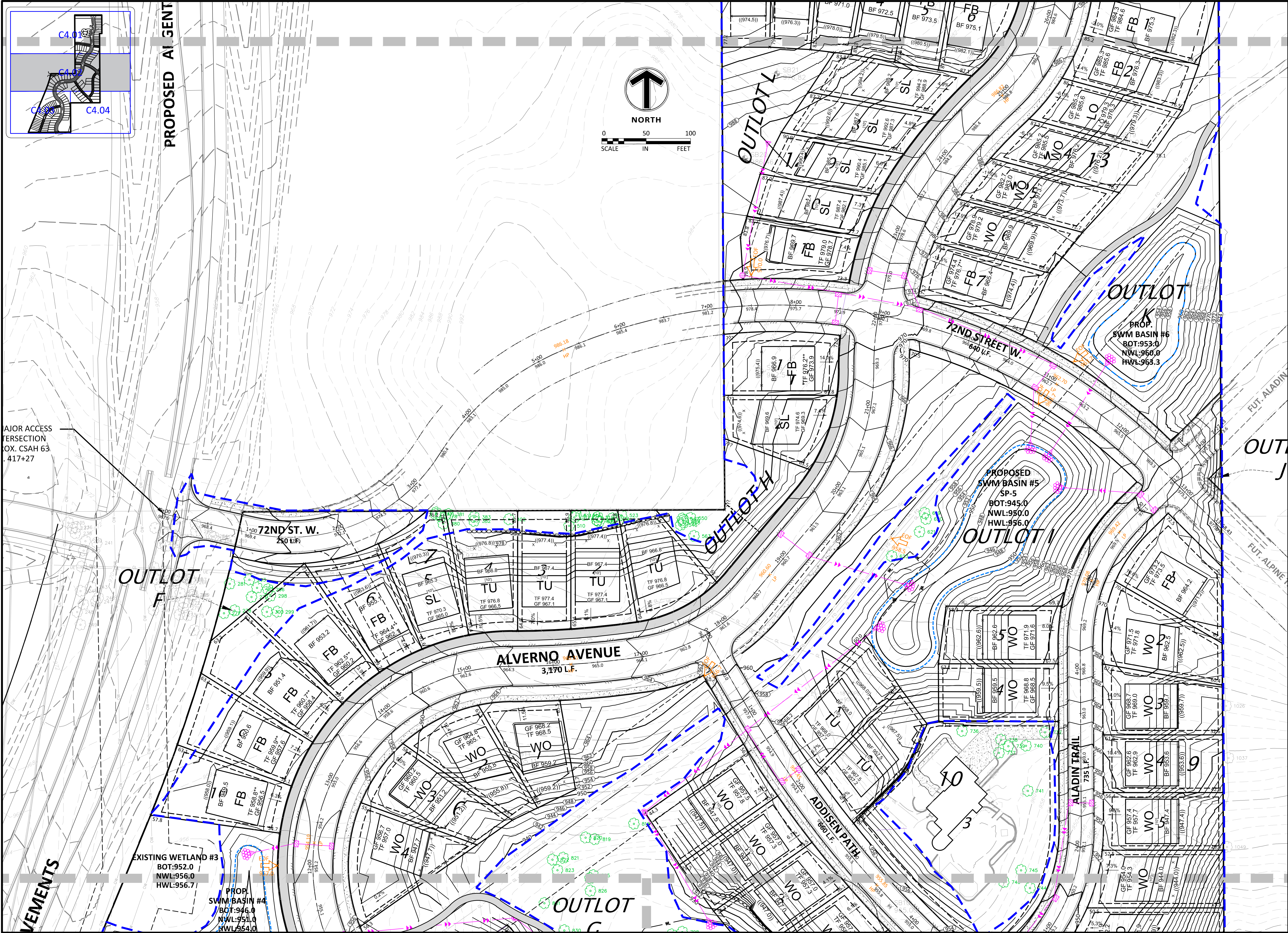
No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title

GRADING PLAN

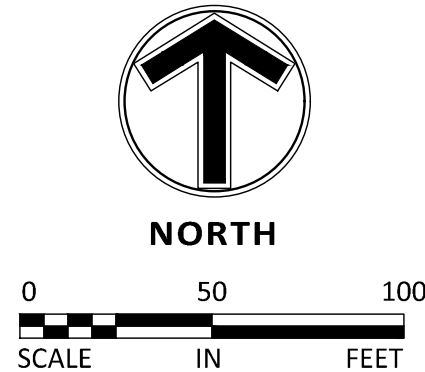
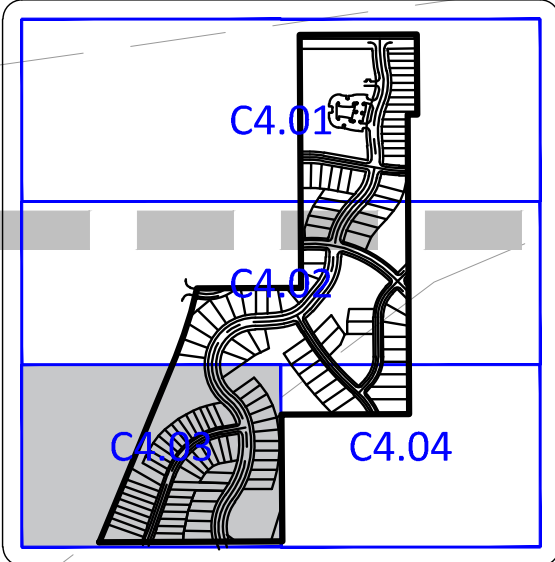
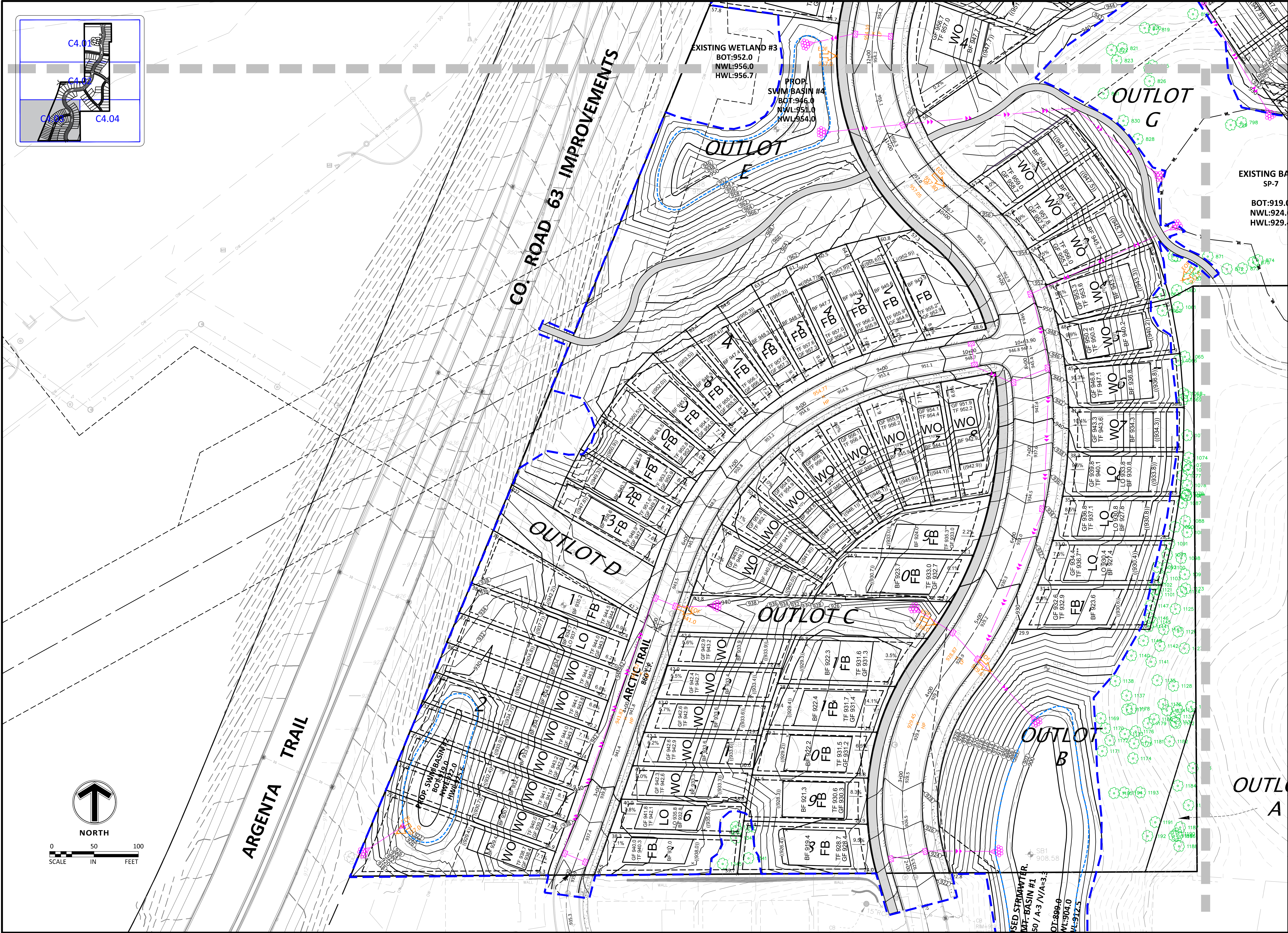
C4.01

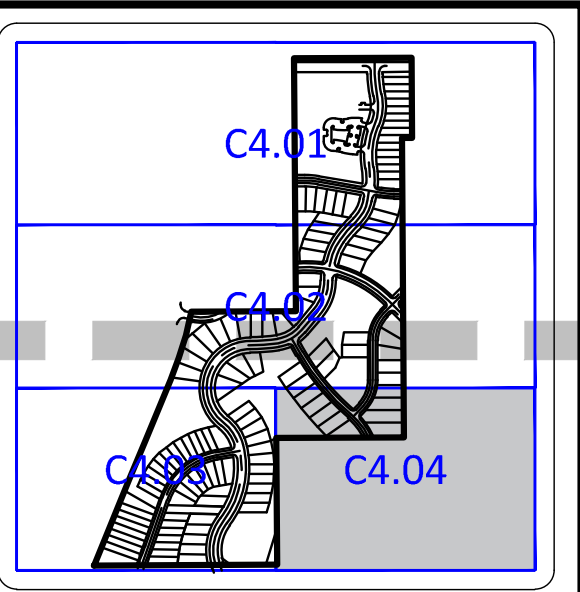
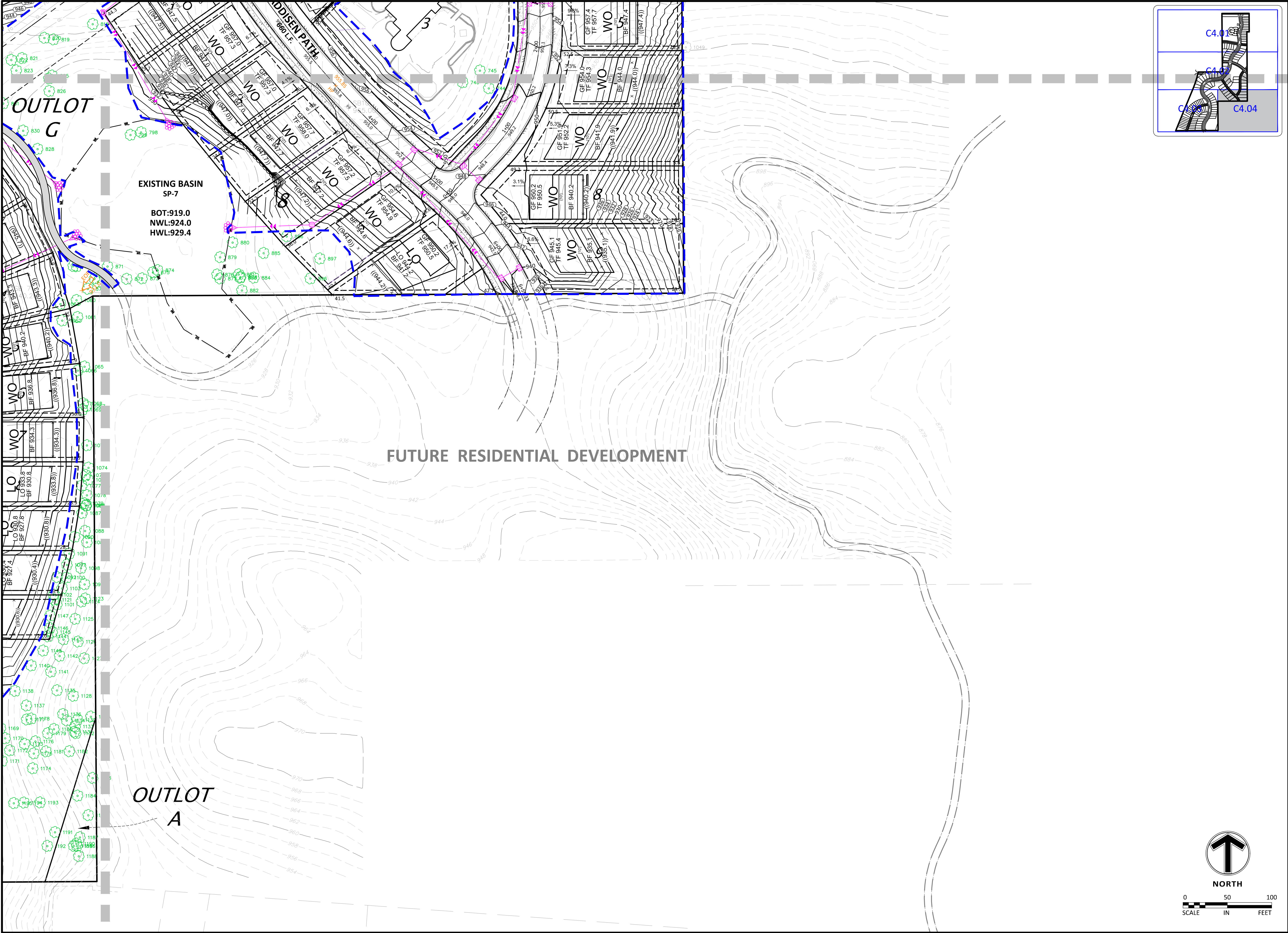
Project No. 22425



Mar 02, 2021 5:46pm - User:Csylverson L:\PROJECTS\22425\CAD\Civil\Sheets\22425-C4-GRAD.dwg







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Builders
LOT GROUP
Project
PELTIER
RESERVE

Location
INVER GROVE
HEIGHTS, MN

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Eric T. J.
Registration No. 50475 Date: 02/16/2021
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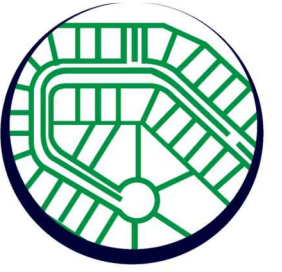
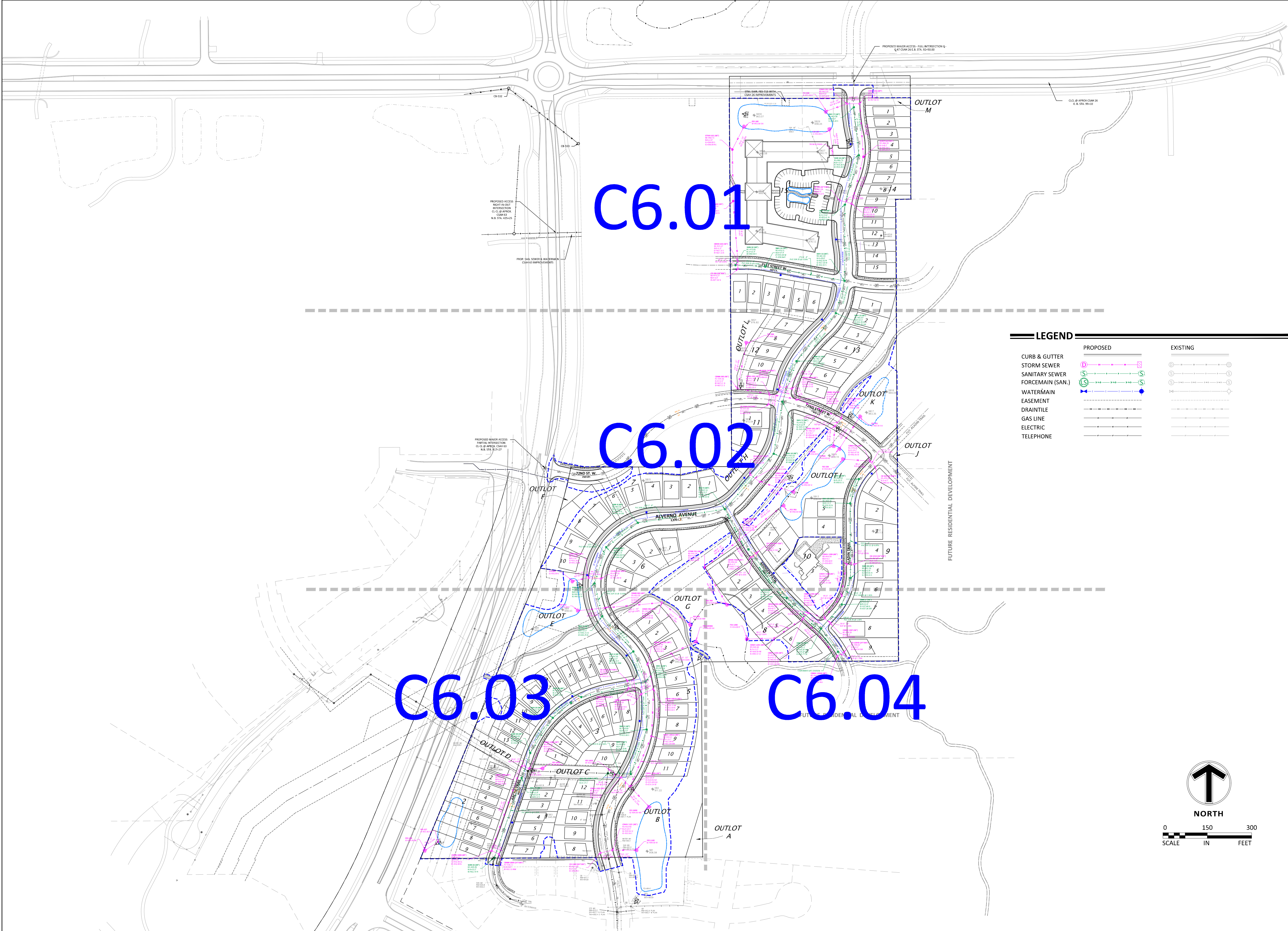
Summary
Designed: JEB Drawn: CIS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

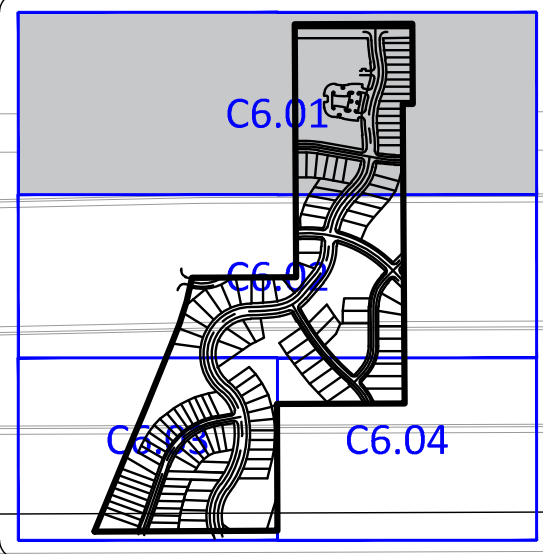
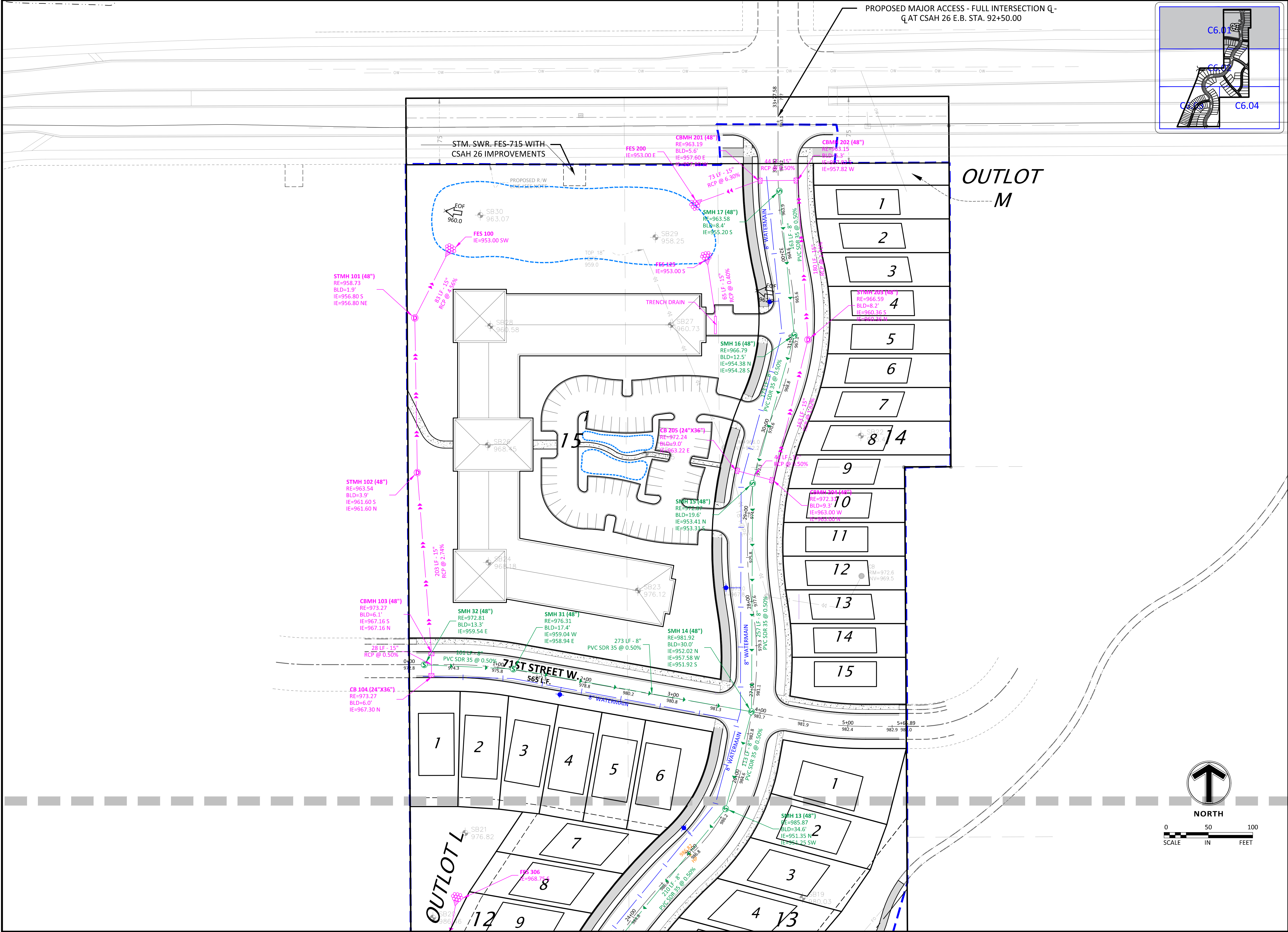
Revision History	
No.	Date By Submittal / Revision
02/16/21	CITY SUBMITTAL
03/02/21	PLANNING COMMENTS

Sheet Title
GRADING PLAN

Sheet No. Revision
C4.04
Project No. 22425







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Builders
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Project
PELTIER
RESERVE

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Eric T. J. J.
Registration No. 50475 Date: 02/16/2021
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Summary
Designed: JEB Drawn: CIS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

Revision History
No. Date By Submittal / Revision
02/16/21 CITY SUBMITTAL
03/02/21 PLANNING COMMENTS

Sheet Title
UTILITY PLAN

Sheet No. Revision
C6.01
Project No. 22425



Client



Builders
LOT GROUP

Project PELTIER RESERVE

Location
INVER GROVE
HEIGHTS, MN

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Eric T. Luta
Registration No. 50475 Date: 02/16/2021

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Summary

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	03/02/21		PLANNING COMMENTS

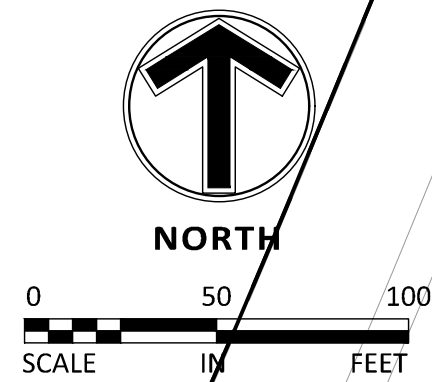
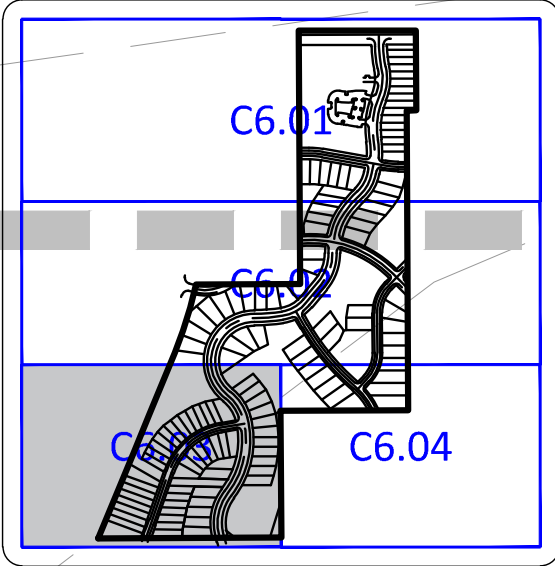
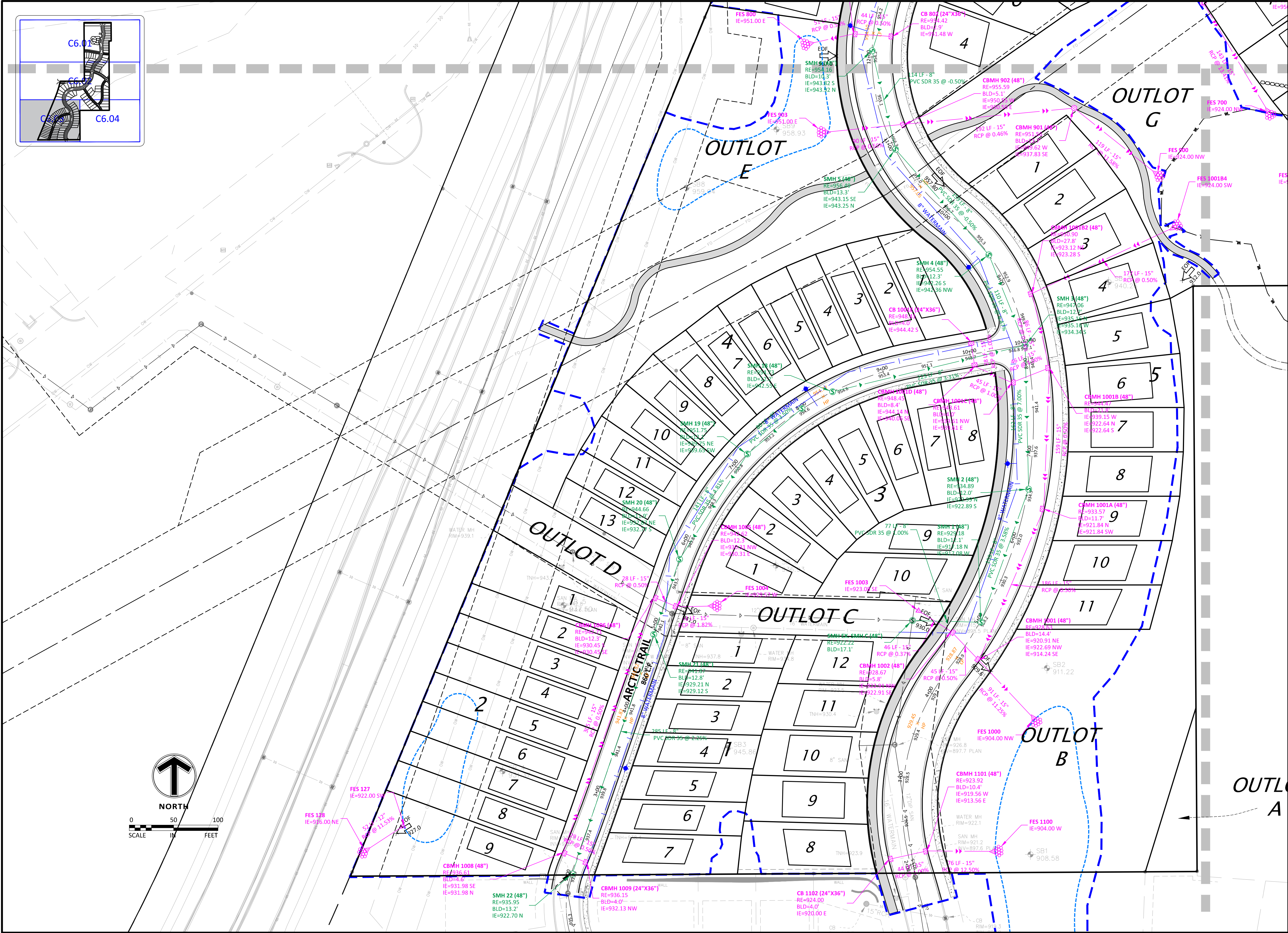
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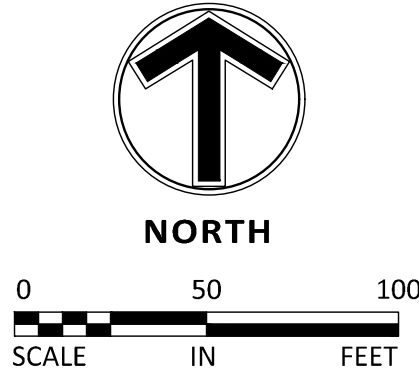
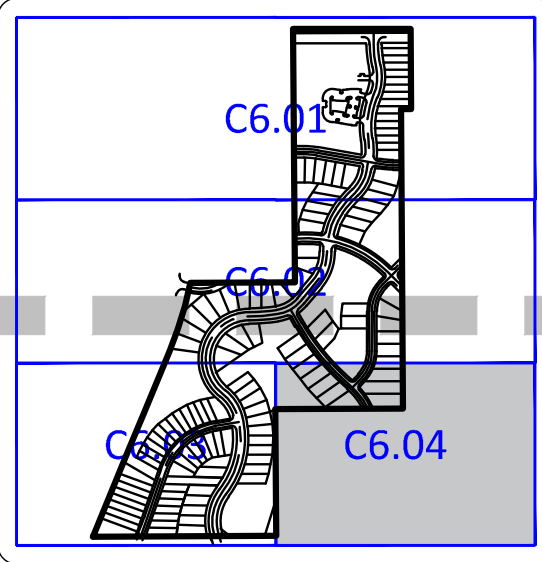
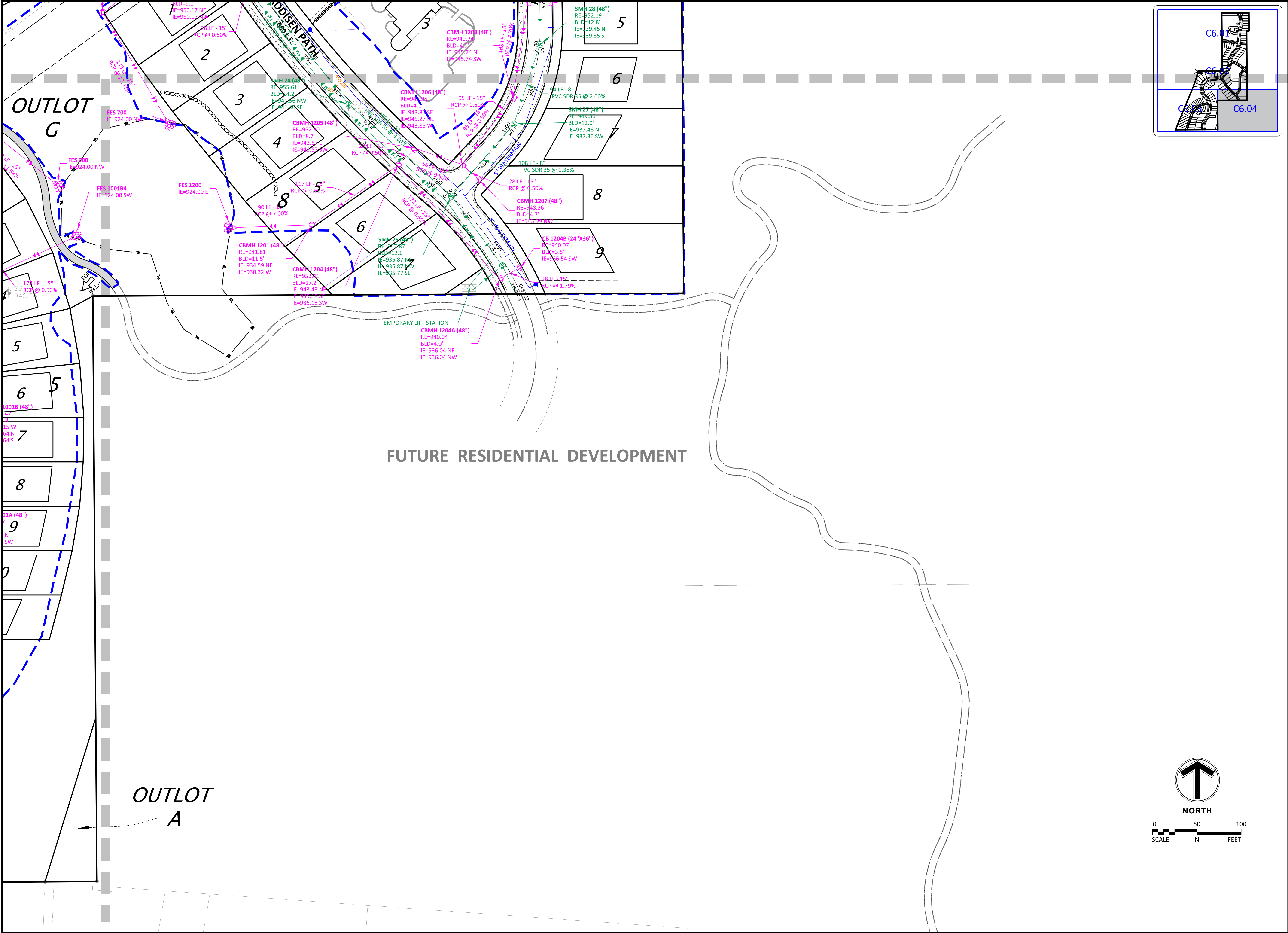
UTILITY PLAN

Sheet No. Revision

C6.02

Project No. 22425





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Project
**PELTIER
RESERVE**

Location
**INVER GROVE
HEIGHTS, MN**

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Eric T. J. J.
Registration No. 50475 Date: 02/16/2021
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Summary

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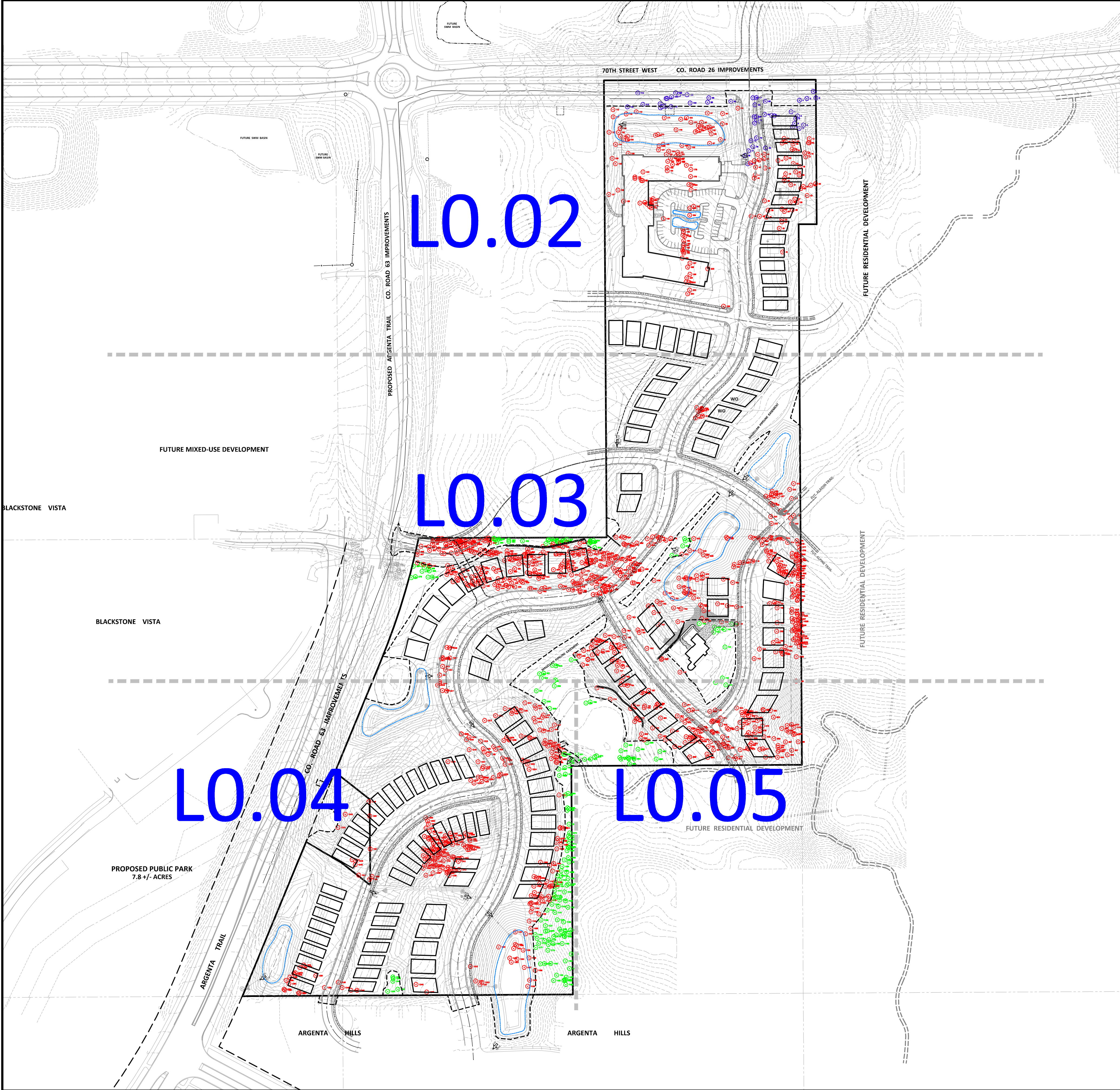
Revision History

No.	Date	By	Submittal / Revision
02/16/21			CITY SUBMITTAL
03/02/21			PLANNING COMMENTS

Sheet Title
UTILITY PLAN

Sheet No. Revision
C6.04

Project No. 22425



LEGEND

PROPOSED

EXISTING

STANDARD DUTY ASPHALT PAVING

HEAVY DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

PROPERTY LIMIT

CURB & GUTTER

EASEMENT

BUILDING

RETAINING WALL

WETLAND LIMITS

TREELINE

SIGN

EXISTING TREE (OFF SITE)

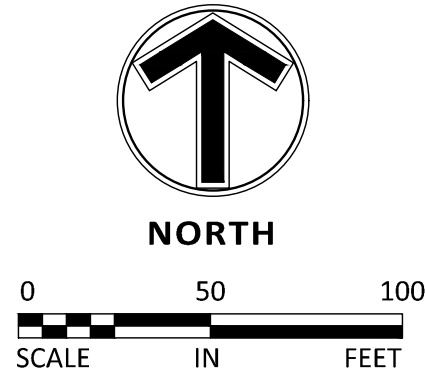
PRESERVED TREE

REMOVED TREE

REMOVED TREE (EXEMPT)

TREE PRESERVATION SUMMARY

	MDR/LDR	MDR/LDR	TOTALS
TOTAL INCHES AVAILABLE:	14,414"	1,567"	15,981"
TREE REMOVAL ALLOWANCE:	30%	40%	
ALLOWED REMOVABLE INCHES:	4,324"	627"	4,951"
INCHES REMOVED:	9,222"	1,276"	10,498"
1. TYPE "A" (50%)	1,245"	292"	
2. TYPE "B" (100%)	7,311"	870"	
3. TYPE "C" (100%)	666"	114"	
CREDIT FOR HERITAGE TREES PRESERVED (2:1 INCHES):	1,032"	-	1,032"
REQUIRED REPLACEMENT:			
1. INCHES:	3,866"	649"	4,515"
1.1. 2.5" TREES:	1,547	260	1,807



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Project

PELTIER

RESERVE

Location

INVER GROVE

HEIGHTS, MN

Certification

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 LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Joshua McKinney

Registration No. 53234

Date: 02/05/2021

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Summary

Designed: JEB

Drawn: CIS

Approved: ETL

Book / Page:

Phase: PRELIMINARY

Initial Issue: 02/16/2021

Revision History

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02/16/21			CITY SUBMITTAL
03/02/21			PLANNING COMMENTS

Sheet Title

TREE

INVENTORY -

OVERVIEW

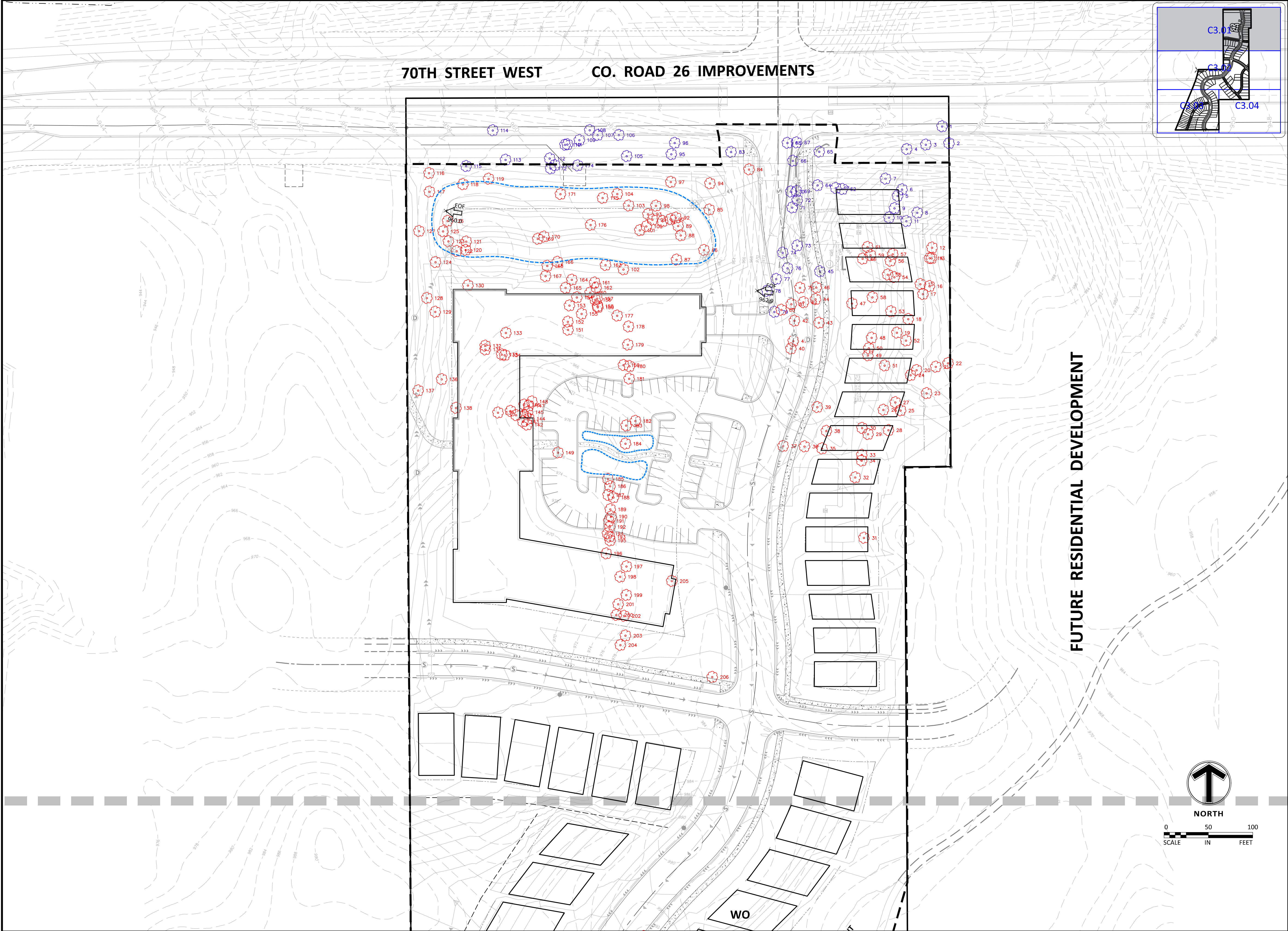
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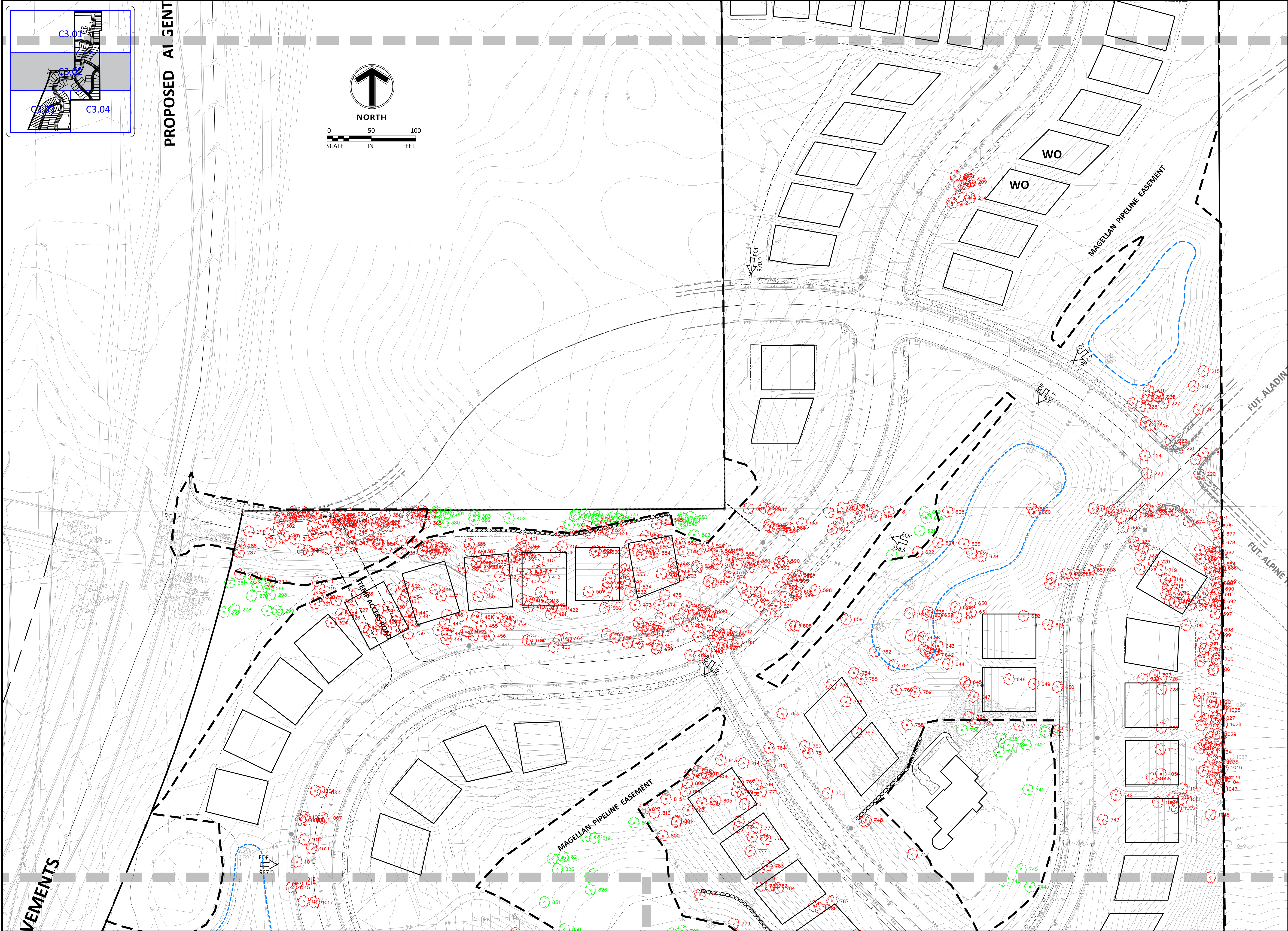
Revision

L0.01

Project No.

22425





Mar-02, 2021 5:55pm User:Csyverson L:\PROJECTS\22425\CAD\Civil\Sheets\22425-LD-TREE.dwg



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Builders
LOT GROUP

Project
PELTIER
RESERVE

Location
INVER GROVE
HEIGHTS, MN

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Joshua McKinney
Registration No. 53234 Date: 02/05/2021

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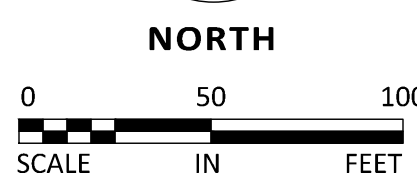
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02/16/21 CITY SUBMITTAL
03/02/21 PLANNING COMMENTS

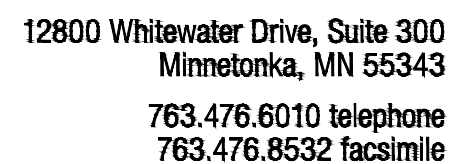
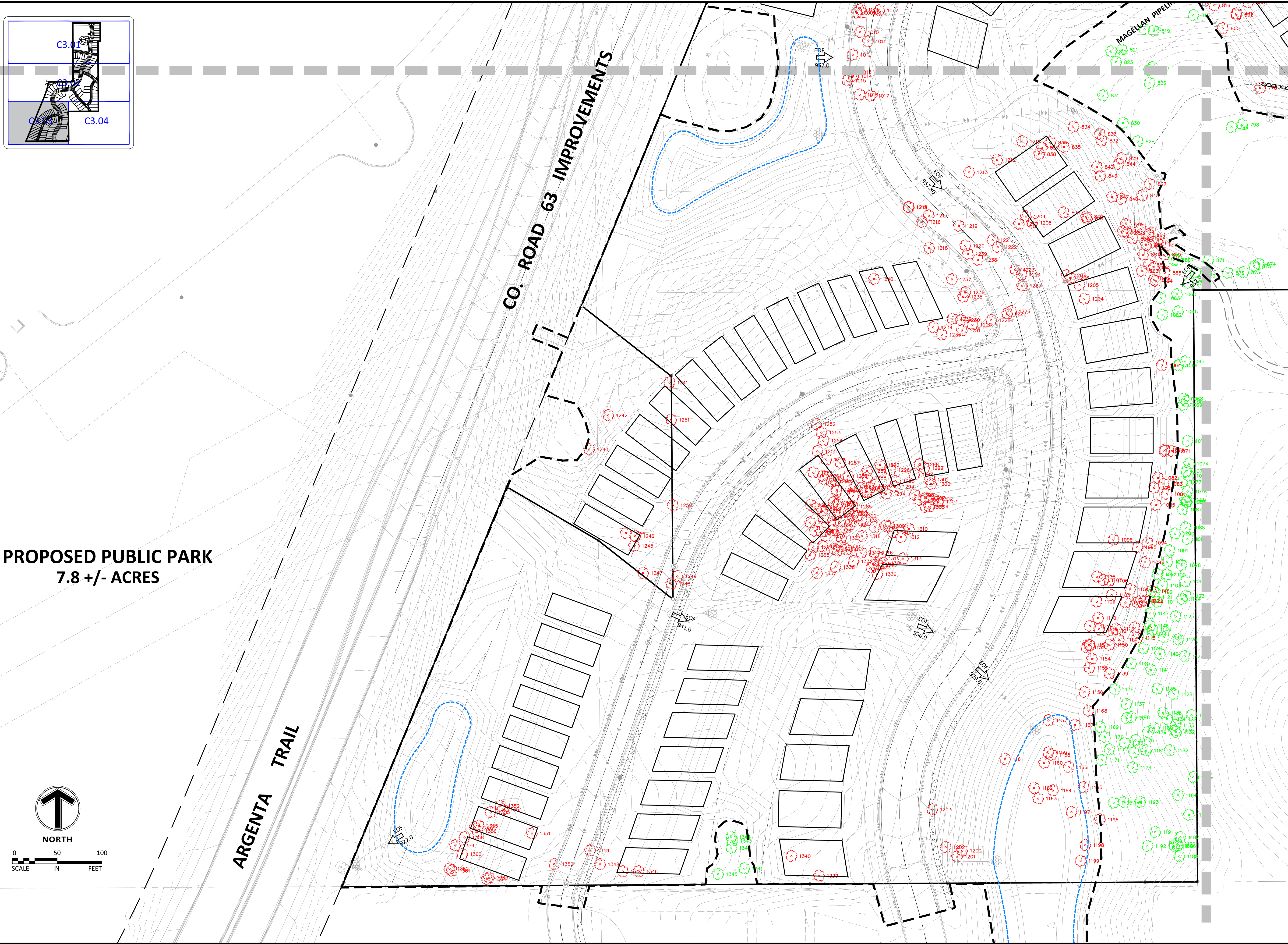
Sheet Title
TREE
INVENTORY

Sheet No. Revision
L0.03

Project No. 22425



ARGENTA TRAIL



Client



Project PELTIER RESERVE

Location
INVER GROVE
HEIGHTS, MN

Certification

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Joshua McKinney
Registration No. 53234 Date: 02/05/2021

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Summary

Designed: JEB Drawn: CJS
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 02/16/2021

Revision History

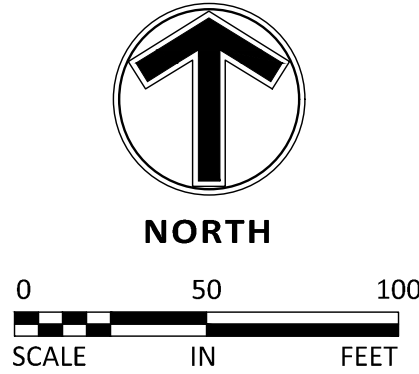
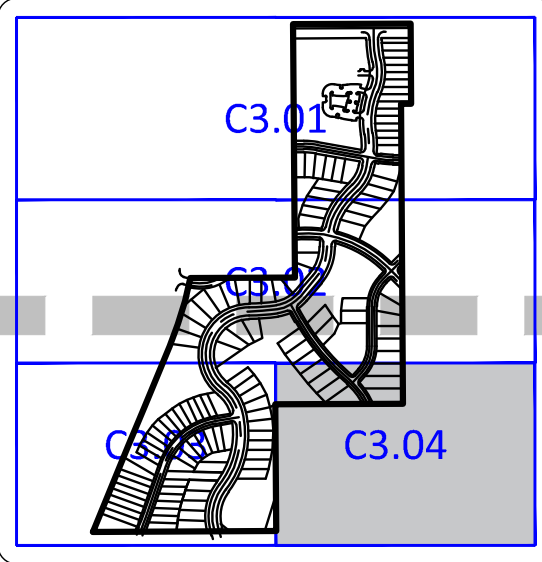
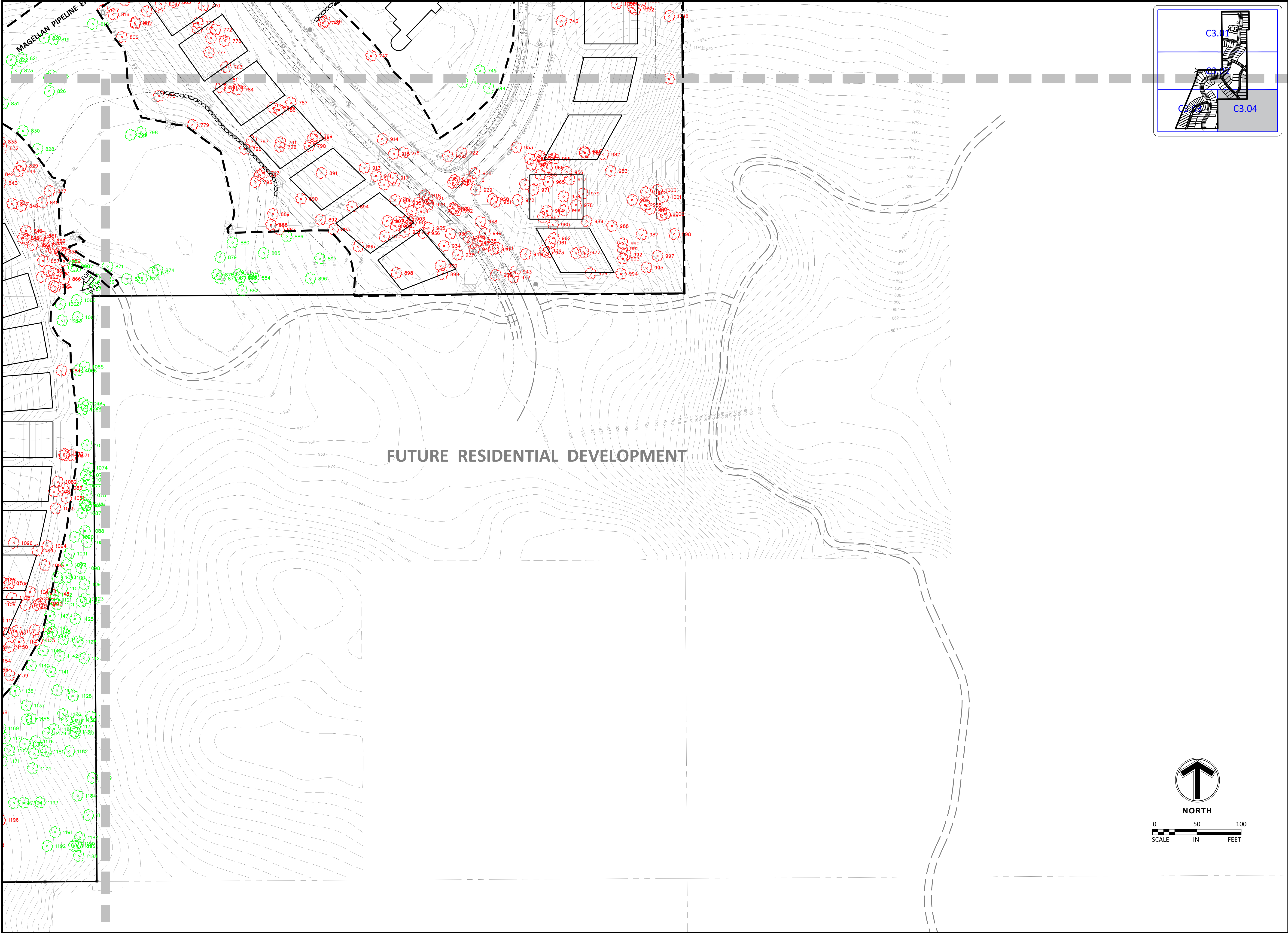
No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title
**TREE
INVENTORY**

Sheet No. Revision

LO.04

Project No. 22425



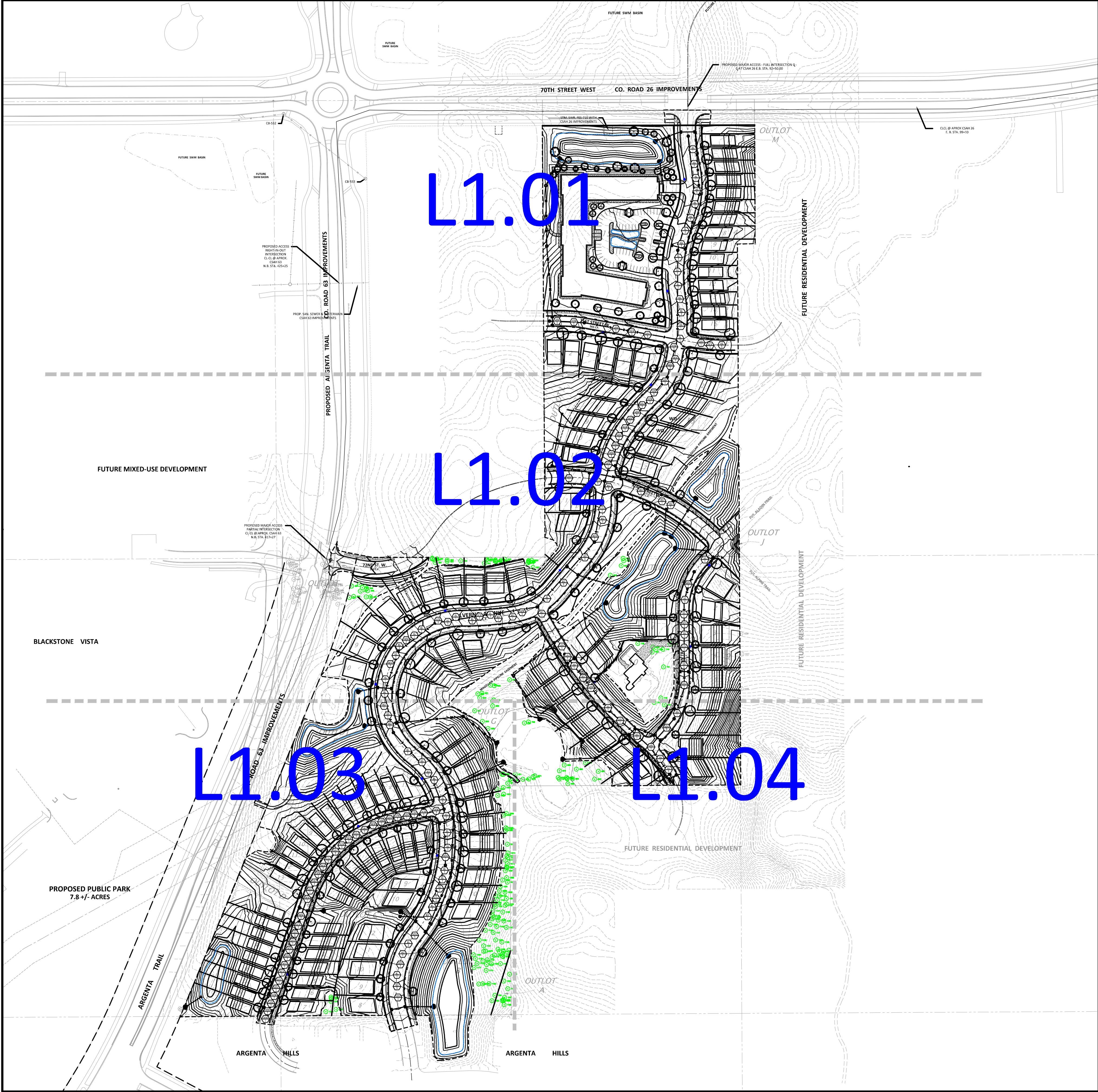
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No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS



LEGEND

PROPOSED

EXISTING

PROPERTY LIMIT

CURB & GUTTER

EASEMENT

BUILDING

RETAINING WALL

WETLAND LIMITS

TREELINE

LANDSCAPE EDING

STORM SEWER

SANITARY SEWER

FORCEMAIN (SAN.)

WATERMAIN

YARDRAIN

LIMITS OF DISTURBANCE

TREE PROTECTION FENCE

SIGN

PIPE BOLLARD

RIPRAP

STANDARD DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

INVER GROVE HEIGHTS STREET TREES

SEC.11-3-11 STREET TREES

(1) STREET TREES SHALL BE PLANTED NOT LESS THAN FORTY FEET (40') APART WITH MINIMUM OF ONE TREE PER LOT. THEY SHALL BE PLACED FIVE FEET (5') TO SEVEN FEET (7') INSIDE THE PROPERTY LINE AND NOT IN THE SIDE STRIP OR BOULEVARD. NO TREES SHALL BE PLANTED WITHIN THIRTY FEET (30') OF THE INTERSECTION OF CURB LINES ON CORNER LOTS. THE MINIMUM SIZE SHALL MEASURE ONE AND ONE-HALF INCHES (1.5") IN DIAMETER AT GROUND LINE. NO TWO (2) CONSECUTIVE TREES SHALL BE OF THE SAME TYPE OR VARIETY, AND ONLY THOSE APPROVED BY THE CITY ENGINEER WILL BE USED.

REQUIRED

124

PROPOSED

147

TREE SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	SG	Acer freemanii 'Sienna Glen' / Sienna Glen Maple	B & B	2.5"Cal	26
	AFB	Acer x freemanii 'Ballston' TM / Matador Freeman Maple	B & B	2.5"Cal	36
	GDU	Gymnocladus dioica 'UMNSynergy' TM / True North Kentucky Coffeetree	B & B	2.5"Cal	22
	BO	Quercus macrocarpa / Burr Oak	B & B	2.5"Cal	17
	BL	Tilia americana 'Boulevard' / Boulevard Linden	B & B	2.5"Cal	26
	UAV	Ulmus americana 'Valley Forge' / Valley Forge American Elm	B & B	2.5"Cal	20

www.sambatek.com

12800 Whitewater Drive, Suite 300

Minnetonka, MN 55343

763.476.6010 telephone

763.476.8532 facsimile

Engineering | Surveying | Planning | Environmental

Client

Project

PELTIER

RESERVE

Location

INVER GROVE

HEIGHTS, MN

Certification

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Summary

Designed: JEB

Drawn: CIS

Approved: ETL

Book / Page:

Phase: PRELIMINARY

Initial Issue: 02/16/2021

Revision History

No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title

LANDSCAPE

PLAN -

OVERVIEW

Sheet No.

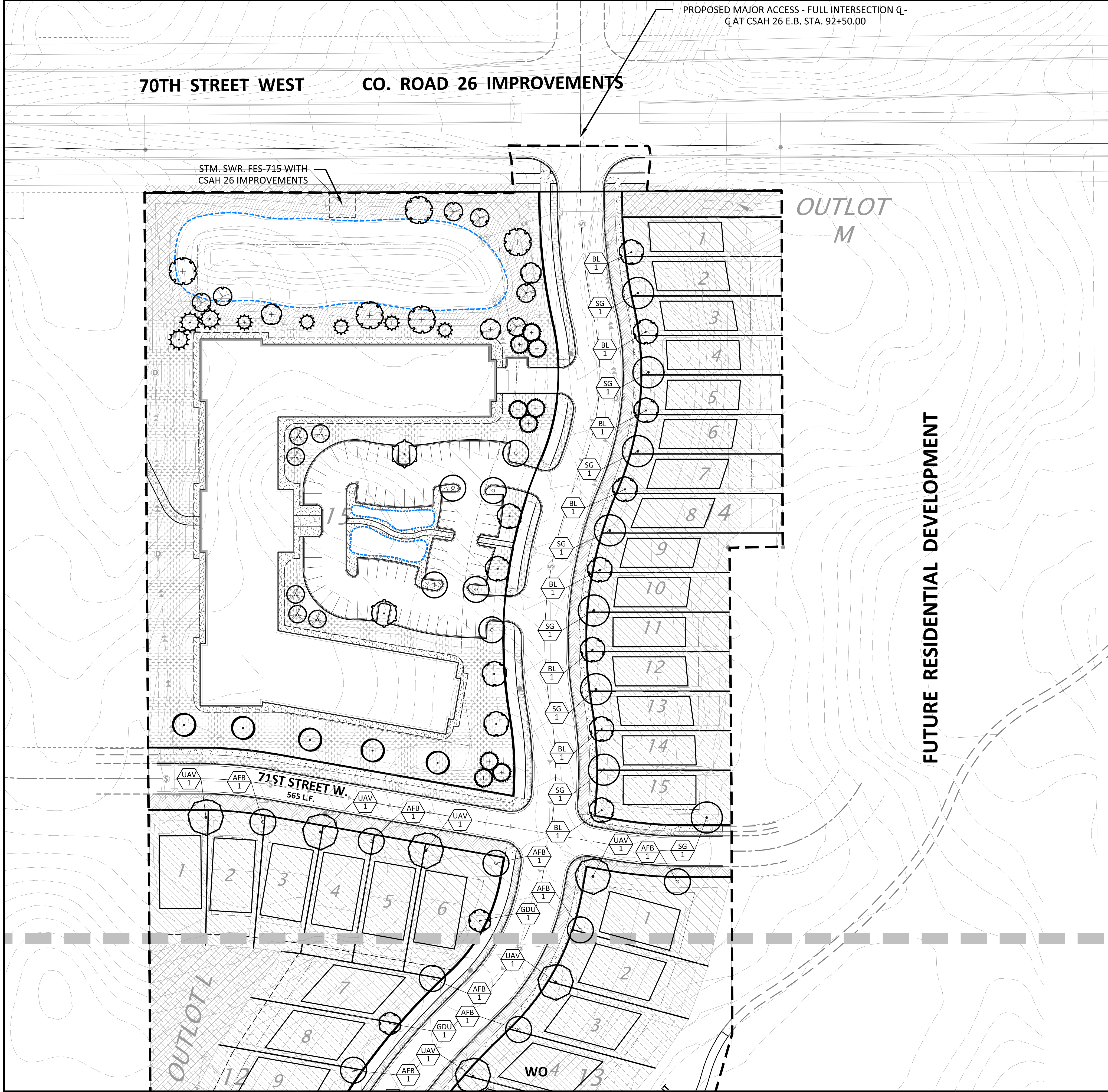
Revision

L1.00

Project No.

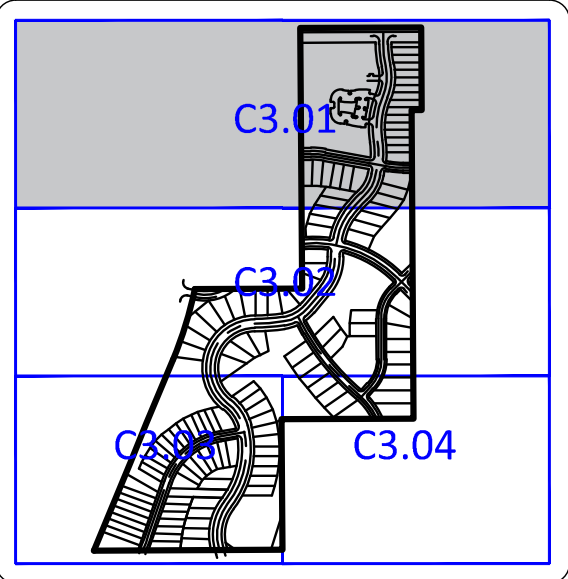
22425

Mar-02, 2021 - 5:56pm - User: cysyerson L:\PROJECTS\22425\CAD\Civil\Sheets\22425-L1-LSCP.dwg



LEGEND

	PROPOSED	EXISTING	
PROPERTY LIMIT	---	---	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER	---	---	CONCRETE PAVING
EASEMENT	---	---	CONCRETE SIDEWALK
BUILDING	---	---	
RETAINING WALL	---	---	
WETLAND LIMITS	---	---	
TREELINE	---	---	
LANDSCAPE EDGING	---	---	
STORM SEWER	---	---	
SANITARY SEWER	---	---	
FORCEMAIN (SAN.)	---	---	
WATERMAIN	---	---	
YARDDRAIN	---	---	
LIMITS OF DISTURBANCE	---	---	
TREE PROTECTION FENCE	---	---	
SIGN	---	---	
PIPE BOLLARD	---	---	
RIPRAP	---	---	



INVER GROVE HEIGHTS LANDSCAPE CODE

SEC.10-15-11 LANDSCAPING

A3(B) MULTI-FAMILY RESIDENTIAL SITE SHALL, AT A MINIMUM, ONE TREE PER DWELLING UNIT.

(2) AND EQUIVARIANT OF UP TO 50% OF THE REQUIRED NUMBER OF OVERSTORY TREES MAY BE CREATED WITH OTHER LANDSCAPE DESIGN ELEMENTS AT A RATIO OR 6 SHRUBS TO 1 OVERSTORY TREE AND/OR 2 ORNAMENTAL TREES TO ONE OVERSTORY TREE.

REQUIRED OVERSTORY TREES (180 UNITS):	REQUIRED
A. MINIMUM OVERSTORY TREES:	180
B. MAXIMUM SHRUBS (PERTAINING TO CODE REQUIREMENTS: APPROXIMATE AVAILABLE SHRUB BED AREA (12,897 SF)	90
C. MAXIMUM ORNAMENTAL TREES ALLOWED:	540
	180

GROUND COVER SCHEDULE

PLANT SCHEDULE			
SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	SPACING
SHRB	Foundation plantings / SHRUB AREA	#5 Cont.	36" o.c.
GROUND COVERS			
CODE	BOTANICAL / COMMON NAME	CONT	
22-111	MNDOT Seed Mix 21-111 / 2 yr Turf Stabilization Mix	Seed	
25-131	MNDOT Seed Mix 25-131 / Low Maintenance Fescue mix	Seed	
25-151	MNDOT Seed Mix 25-151 / High Maintenance Turf	Seed	
35-221	MNDOT Seed Mix 35-221 / Dry Prairie General	Seed	
TUR HIG	Turf Sod Highland Sod / Sod	Sod	

Client



Builders
LOT GROUP

Project
**PELTIER
RESERVE**

Location
**INVER GROVE
HEIGHTS, MN**

Certification

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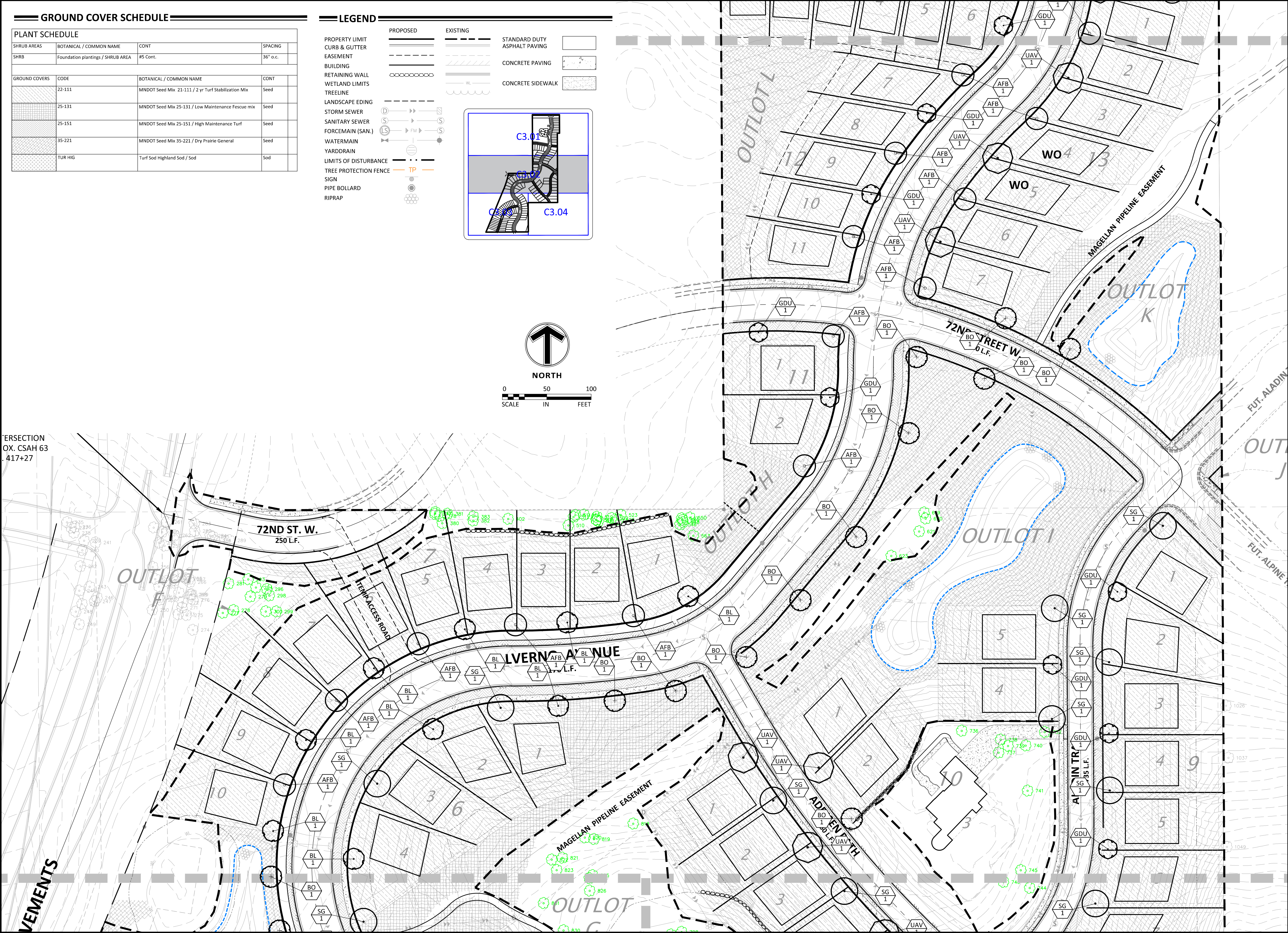
Revision History

No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title
**LANDSCAPE
PLAN**

Sheet No. Revision
L1.01

Project No. 22425



TERSECTION
OX. CSAH 63
. 417+27

Client



Builders
LOT GROUP

Project
**PELTIER
RESERVE**

Location
**INVER GROVE
HEIGHTS, MN**

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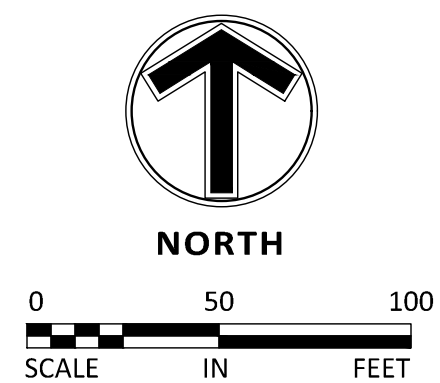
No.	Date By	Submittal / Revision
02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title
**LANDSCAPE
PLAN**

Sheet No. Revision
L1.02

Project No. 22425

GROUND COVER SCHEDULE				
PLANT SCHEDULE				
SHRUB AREAS	BOTANICAL / COMMON NAME		SPACING	
SHRB	Foundation plantings / SHRUB AREA		#5 Cont.	36" o.c.
GROUND COVERS				
GROUND COVERS	CODE	BOTANICAL / COMMON NAME		CONT
	22-111	MNDOT Seed Mix 21-111 / 2 yr Turf Stabilization Mix		Seed
	25-131	MNDOT Seed Mix 25-131 / Low Maintenance Fescue mix		Seed
	25-151	MNDOT Seed Mix 25-151 / High Maintenance Turf		Seed
	35-221	MNDOT Seed Mix 35-221 / Dry Prairie General		Seed
	TUR HIG	Turf Sod Highland Sod / Sod		Sod



Client



Builders
LOT GROUP

Location
INVER GROVE
HEIGHTS, MN

Joshua McKinney
Registration No. 53234 Date: 02/05/2021

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03/02/21	PLANNING COMMENTS

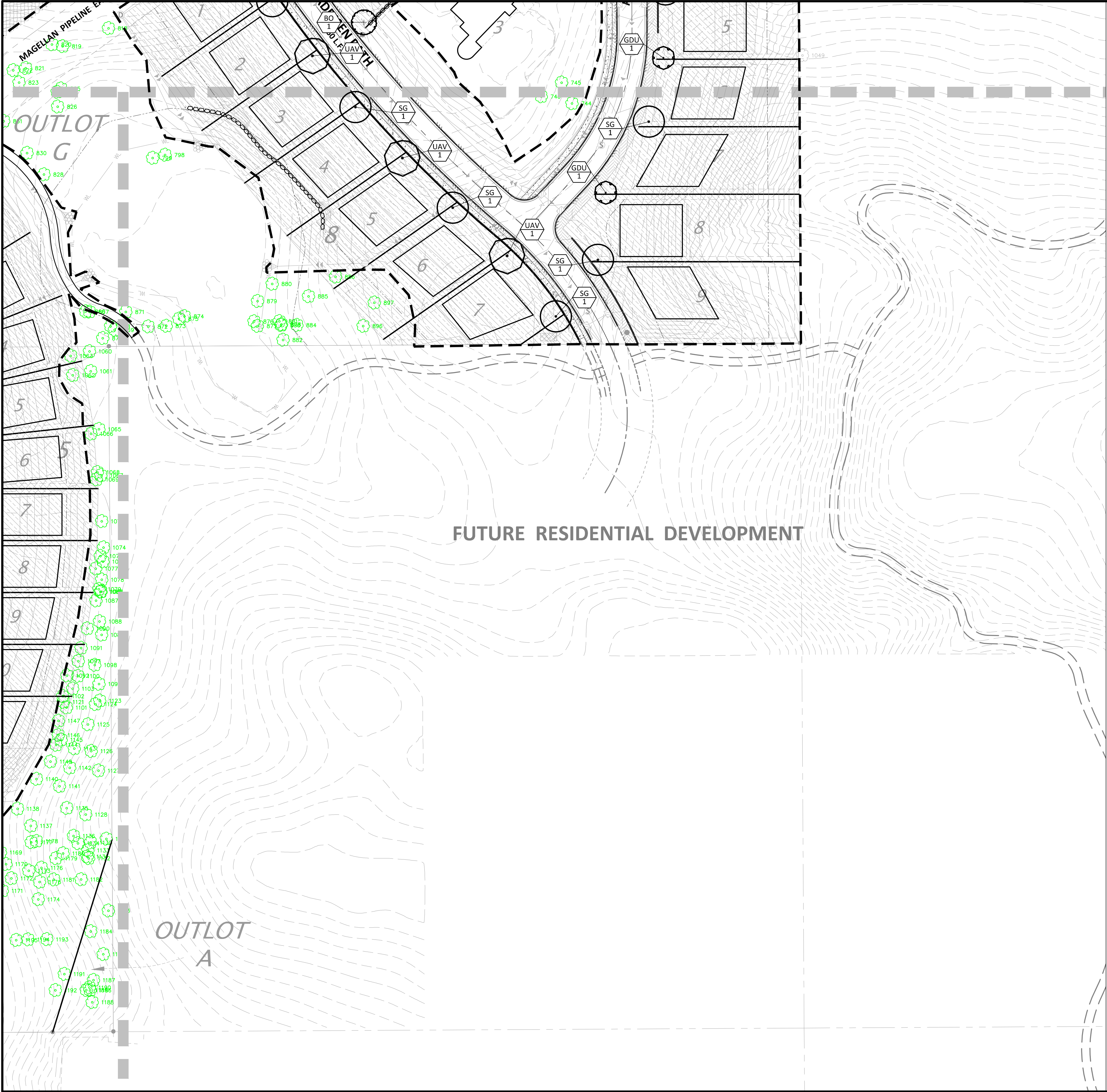
Sheet Title

LANDSCAPE

PLAN

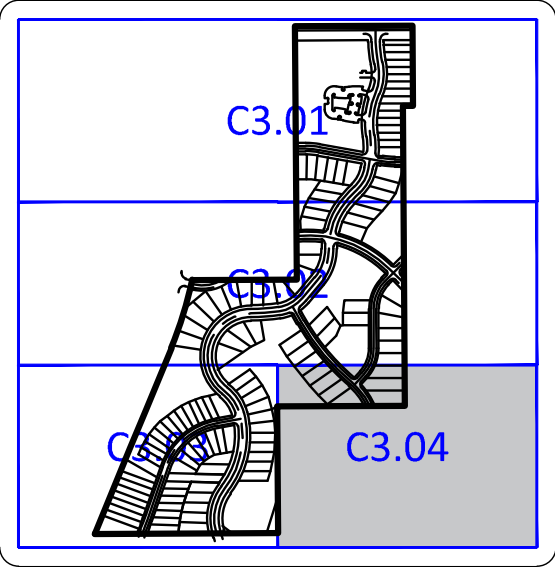
Sheet No. Revision
L1.03

Project No. 22425



LEGEND

	PROPOSED	EXISTING	
PROPERTY LIMIT			STANDARD DUTY ASPHALT PAVING
CURB & GUTTER			CONCRETE PAVING
EASEMENT			CONCRETE SIDEWALK
BUILDING			
RETAINING WALL			
WETLAND LIMITS			
TREELINE			
LANDSCAPE EDING			
STORM SEWER			
SANITARY SEWER			
FORCEMAIN (SAN.)			
WATERMAIN			
YARDDRAIN			
LIMITS OF DISTURBANCE			
TREE PROTECTION FENCE			
SIGN			
PIPE BOLLARD			
RIPRAP			



GROUND COVER SCHEDULE

PLANT SCHEDULE			
SHRUB AREAS	BOTANICAL / COMMON NAME	CONT	SPACING
SHRB	Foundation plantings / SHRUB AREA	#5 Cont.	36" o.c.
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	TUR HIG	Turf Sod Highland Sod / Sod	Sod

Client



Builders LOT GROUP

Project PELTIER RESERVE

Location INVER GROVE HEIGHTS, MN

Certification

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02/16/21		CITY SUBMITTAL
03/02/21		PLANNING COMMENTS

Sheet Title LANDSCAPE PLAN

Sheet No. Revision L1.04

Project No. 22425

Allan Hunting

From: Rebecca Kiernan
Sent: Wednesday, March 31, 2021 10:28 AM
To: Allan Hunting; Kim Fox
Cc: Heather Rand; Heather Botten
Subject: FW: Builder Lot Group (Peltier Reserve) - Public Hearing Notice and Associated Materials

Not sure whose project this is. Please include in your agenda item.

Becky

From: Samantha Fitzgerald <skfitzgerald@gmail.com>
Sent: Tuesday, March 30, 2021 2:00 PM
To: Rebecca Kiernan <rkiernan@ighmn.gov>
Subject: Builder Lot Group (Peltier Reserve) - Public Hearing Notice and Associated Materials

Hello,

Please see my comments. If there is another way I should be sending this in ahead of the 4/7 public hearing please let me know.

I'm writing to state my overall support for the Peltier project. It seems like the proposed plan is what was always in line for the long term goals for this section of land.

The caveat to the support however is the lack of a park in the development and lack of any planning of a park in the Southeast area of the north west quadrant. The Capstone and Robert Thomas neighborhoods are nearing a decade of existence and while the city took the developer fees instead of a dedicated park space it does not mean this area is still not in desperate need of a park.

We all are aware that there is a park being proposed on the west side of Argenta however the amount of homes this is meant to be serviceable for is astronomical. With so much residential in the NW area going up each quadrant needs its own dedicated park. The City has stated that fact numerous times. Neighborhood parks are an essential part of a dynamic city and quality of life for residents.

If the city doesn't feel the need to ask the developer to include a neighborhood park in this development, the Capstone and Robert Thomas neighborhoods would like to see a detailed plan for a park in the SE quadrant. Most of these residents have been waiting nearly a decade and many children have grown up without a park. It goes without saying that people moving into the Peltier development would like a neighborhood park as well, not counting the one for the Blackstone neighborhood as this will be the only park in an area for literally thousands of adults and children.

Residential development is great and generally supported, however this area is quickly becoming densely populated and more community spaces, parks, recreational opportunities and retail spaces need to be top priority and not an afterthought.

Samantha Fitzgerald

7668 Addisen Path

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.

Rebecca Kiernan | City Clerk

Tel: (651) 450-2513

City of Inver Grove Heights | 8150 Barbara Avenue | Inver Grove Heights | Minnesota | 55077

rkiernan@ighmn.gov | www.ighmn.gov

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 6, 2021

SUBJECT: **BUILDER LOT GROUP (PELTIER) - CASE NO. 21-12PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a rezoning of the property from A, Agricultural to PUD, Planned Unit Development, and a preliminary plat and preliminary PUD development plan for a 126-lot single family subdivision and a 180-unit apartment building, for the property located at 7250 Argenta Trail and 1266 - 70th Street. 59 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to develop a 48-acre property with a project consisting of 126 single family lots of differing lot sizes and widths and an apartment pad with up to a 180-unit apartment building. The project provides for the extension of Alverno Avenue, a collector street extending from the current end point in Argenta Hills up to 70th Street. Additional local streets and street stubs would be provided to link the property between Argenta and South Robert with a connected local street network. Open space and trails are proposed throughout the project. The applicant is proposing a temporary roadway as a second access until land develops around the site and the other local streets can be connected. The plat consists of 52 lots that are 36-38 feet wide and generally 4,500-13,000 square feet in size, 36 lots that are 50-52 feet wide and 4,800-6,500 square feet in size, 16 lots that are 60 feet wide and 5,500-7,500 square feet in size, and 20 lots that are 65 feet wide and 8,000-10,000 square feet in size. The applicant is requesting flexibility from setbacks and separation for the lots up to 60 feet wide to have a 10-foot separation, for those that are 65 feet wide to have a 15-foot separation and corner lots to have a 15-foot setback from the street. They are also requesting flexibility from maximum impervious surface standards for the R-1C and R-3A zones and to allow 35% undisturbed open space as opposed to 50%. The number of streets they have to construct and the ponding that has to be done would require a significant amount of grading and tree removal, so the applicant would like some flexibility from the reforestation requirements. However, the tree protection regulations cannot be processed as part of a PUD flexibility request, but rather must be a variance from the standard. What to do with the request and how to replant the required trees is a discussion that should be conducted further with Planning Commission and City Council. The Parks Commission will be reviewing the plat on April 14. Likely it will result in a cash contribution as the City recently purchased park property southwest of this area which would be served by this development. All emails that were received from neighboring property owners were provided to the Planning Commission. Staff recommends approval of the request.

Chair Niemioja asked for clarification of whether they were addressing a variance tonight for the reforestation issue.

Mr. Hunting replied that normally the Planning Commission would not address reforestation but, because it was such a significant amount, they would like to hopefully get some suggestions through a discussion.

Chair Niemioja asked who would make the determination on a speed limit, noting that the applicant was requesting it be 30 MPH.

Mr. Hunting was not sure how speed limits were determined but because of the density, numerous accesses, and curves he assumed it would be 30-35 MPH.

Steve Dodge, Assistant City Engineer, replied that the speed limits would be determined by following the general guidance of the Northwest Area Collector Street Study.

Chair Niemioja asked if the Housing Committee had made a recommendation on this development.

Mr. Hunting replied that the Housing Committee was apprised of this project but did not make a specific recommendation.

Commissioner Maggi asked how the density of this project would compare to that of Argenta Hills.

Mr. Hunting replied that the density of this project would be greater than that in Argenta Hills as the guiding for this land included some Mixed Use and High Density Residential versus the Low-Density Residential guiding for Argenta Hills. The proposed lots are also narrower to achieve the densities the Comprehensive Plan calls for.

Commissioner Clancy asked if the Parks Commission had been consulted on this development and, if not, were there any park needs the Planning Commission should address.

Mr. Hunting replied that the Parks Commission will be reviewing the plat on April 14. He is anticipating this being a cash contribution because there are no park needs designated on this land or near here in the overall Northwest Area Park Plan. The park needs for this area have likely been met with the land that was purchased southwest of this development.

Commissioner Robertson would like to recommend that the City and County look at the potential for busing for this area as it was densely packed and there would likely be many transportation needs.

Commissioner Weber asked how pedestrians would cross Argenta from the park trail, stating

he hoped it would be a safe option such as via a bridge or a tunnel.

Mr. Hunting replied that at this time there are no plans to build a tunnel or bridge. The County's direction is for there to be a mid-block crossing point to the west side, rather than at an intersection, where it will then funnel down into the future park.

Commissioner Weber was concerned about safety considering the speed of that road.

Commissioner Simon was concerned about the speed on Alverno Avenue due to its downhill slope, numerous homes and driveway entrances, and no stop signs. She referred to an email from Dina Marius that included a drawing indicating that the proposed road would eventually run into his house. She stated it appears as if two houses would be impacted by the east-west roads and questioned whether that should be taken into consideration with this plat. Mr. Marius also had concerns about a retaining wall being built in sandy soil.

Mr. Hunting suggested those concerns be discussed with the applicant.

Commissioner Challeen asked for clarification on reforestation, since clearly they could not replace all the trees that would be removed.

Mr. Hunting advised that when a developer cannot physically fit all the trees on the site, the code provides the option to either plant trees on City property or pay cash in lieu into a tree fund.

Commissioner Challeen asked what the various colors on the rendering represented.

Mr. Hunting replied that they designated open space and contiguous areas.

Commissioner Wippermann asked if there was a rendering available of the home designs being considered for the 36-foot lots.

Mr. Hunting replied that the applicant had not provided any renderings at this point.

Opening of Public Hearing

Melvin Brown Moore, 14560 Wilds Parkway, Prior Lake, advised he was available to answer any questions.

Chair Niemioja asked the applicant if he read and understood the report.

Mr. Moore replied in the affirmative.

Chair Niemioja asked Mr. Moore if he included the comments from the February 4 neighborhood meeting in the packet.

Mr. Moore asked his legal counsel to respond to that question.

Dwayne Sikich, Builders Lot Group, 9531 West 78th Street, Eden Prairie, advised that he submitted the neighborhood comments to planning staff.

Mr. Hunting advised that he did not include the comments in the Planning Commission packet.

Commissioner Simon questioned why they would not install stop signs, especially on Alverno Avenue.

Mr. Moore advised that the City and its consultants determine where stop signs would go. Builder Lot Group advocates for traffic control and would support getting as many stop signs as is permitted.

Commissioner Simon stated she would prefer a 30 MPH speed limit.

Mr. Moore stated they would prefer a lower speed limit as well.

Commissioner Simon asked about Mr. Marius's concern with the corner of 72nd Street and Aladin Trail.

Mr. Moore stated that the interior streets they are proposing align with the future streets that were laid out by the City's consultants.

Mr. Sikich agreed that they laid out their streets based on the City's Northwest Area Collector Street pattern. Builders Lot Group is not using 72nd Street and has no homes fronting on it. He advised that he spoke with Mr. Marius extensively at the neighborhood meeting and explained that they have to abide by the direction given to them by the City. Regarding Mr. Marius's retaining wall concern, they do not intend to construct a retaining wall in that location. They are stopping the road short of the property line and grading a slope in that ties into Mr. Marius's property on our side.

Steve Soltau, Builders Lot Group, commented that Alverno Avenue was originally required to be a collector street and had an 85-foot right-of-way and a 45-mph speed limit. At the neighborhood meeting it was made abundantly clear that the neighborhood did not want it to be a collector street. Builders Lot feels that Alverno is parallel to what is functioning as a collector street (Argenta Trail) and they wanted to calm the traffic on Alverno. The County, however, controls Argenta Trail and considers it an arterial. The Northwest Area Collector Street Study considers this a neighborhood collector. The City's consultant, WSB, ultimately sent back a design recommendation that reduced the street width which in turn reduced the impact on trees. The primary discussion at the neighborhood meeting was the speed of Alverno and Builders Lot Group is supportive of the effort to reduce the size of it, calm traffic, and control the speed off traffic on that roadway.

Commissioner Simon was concerned about speed, especially during the winter months as

there are many accidents on 70th Street from Argenta to Robert.

Mr. Soltau noted that 70th Street is a County-controlled road and looked at as an arterial. They will be cutting the grade with some of the upcoming work which will hopefully make it safer.

Commissioner Maggi asked the applicant what the intended size and price point of the homes would be.

Mr. Moore replied that initially they presented a project with lower density and larger pads, but because the NWA Overlay calls for more density, the plan being presented tonight had the least amount of density they could get to match up with the area demands. They anticipate the smaller homes to run \$390,000-\$425,000 and the larger homes \$1M-\$1.2M.

Chair Niemioja asked the applicant to speak more about reforestation.

Mr. Moore replied that they are considering providing trees to homeowners after the home is built. They generally plant two trees per yard but where possible they could plant as many as 4-6 trees per yard. They are also talking about bringing in larger trees or spading in some of the larger trees on site.

Marius Dina, 1234 - 70th Street West, stated he supported maximizing property tax revenue but also wanted to protect the environment where possible. He stated the Northwest Area Collector Street Study was obsolete and the alignment of the street system no longer makes sense. He was concerned about the number of trees being removed, particularly in the Road B area. He noted the steep topography in that area as well and suggested they move Road B further south to save trees and resolve the elevation issue. He stated that building a retaining wall would be problematic and he suggested adding more apartments to the proposed apartment complex to compensate for decreasing the number of single-family lots.

Commissioner Wippermann asked what type of buyer the developer anticipated for the various areas in this plat.

Mr. Moore replied that the smaller properties are designed as detached villas which would likely appeal to people over 60. They anticipate people looking to step up to a bigger home to be interested in the \$1M home range.

Mr. Hunting commented on the road concerns brought up by Mr. Marius. He displayed a map showing the layout of the project which closely aligned with the street layout from the 2012 NWA Collector Street Study. He advised that the City Engineer is still reviewing the proposed street design and will be bringing final recommendations to the City Council meeting. He advised that the plat includes a standard condition that all plans are subject to review and approval of the City Engineer. Engineering's final recommendation will go to City Council when it goes for the preliminary plat.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

Commissioner Maggi noted that when the Argenta Hills development came in they were told that people are wanting those very small lots, yet we have seen the people that live there come in repeatedly asking for variances or complaining that they have no yard space and need a park. She is hesitant to approve another development with exceedingly small lots. She shares Commissioner Weber's concern about people having to cross a busy street to get to the park and the fact that many people will say it does not solve their problem because of that.

Commissioner Robertson agreed with Commissioner Maggi's comments, stating that the Argenta development was a new concept at the time with the small lots, large homes, and minimal separation. This time around her hope is that people will see what the product looks like before they buy and will realize that the density does not allow any room for a park. She believed that it was important to address the issue of having to cross a busy street.

Commissioner Wippermann stated he continues to have numerous concerns about small lots with little separation, including fire safety, appearance, access, and inability to accommodate porches, etc. due to the minimal lot size. While he understands that PUD's have the ability to have some flexibility, but in his opinion the proposed 36-foot-wide lots was too extreme compared to the R-1 guidelines of 85-foot minimums. The developer is also proposing lots only half the size of what the minimum in R-1 districts is. He does not support the project.

Commissioner Weber asked how wide the Watermark Properties lots were on the corner of 70th Street and Highway 3.

Mr. Hunting did not recall but thought they were between 35-40 feet.

Commissioner Weber stated he would like to know if the Peltier Reserve lot widths were similar to those approved for the Watermark Properties development as the two developments were relatively close to each other. He liked the project but would recommend a pedestrian bridge or underpass on Argenta so residents could safely cross the road.

Chair Niemioja asked Commissioner Weber his thoughts about the reforestation issue.

Commissioner Weber stated that he supported the developer's plan to spade in larger trees to gain caliper inches.

Commissioner Challeen asked if it was possible to provide 45–75% reforestation on this property with the proposed density.

Mr. Hunting replied that he was not sure but would like the developers to factor in additional trees to see where they land. He questioned whether homeowners would want 4-6 trees on

their lot and advised that while reforestation was not within the Planning Commission's purview, they could recommend to City Council that the developers move towards planting as many trees as possible in their development and try to avoid planting elsewhere or paying into the tree fund.

Commissioner Challeen asked if it could be a combo platter of planting a certain percentage and the balance be cash put towards the tree fund.

Mr. Hunting replied in the affirmative. The Planning Commission would then see how it all shook out in the final plat plans.

Chair Niemioja supported Commissioner Challeen's reforestation and tree fund combination suggestion.

Commissioner Maggi stated in her opinion this development was too extreme. The beauty of the Northwest Area was the trees and the topography, and she was struggling to approve a plan that removed most of the trees and flattened the land so they could build densely packed homes. Her biggest regret was approving the Settlers Ridge plat Highway 3 and 65th Street which resulted in massive tree removal, grading, and retaining walls. She questioned why the developer would not want to maintain the natural topography and trees and perhaps build more million-dollar homes rather than so many smaller ones.

Chair Niemioja stated that the County and City needing Alverno as a collector road was not the only thing to consider.

Commissioner Weber stated he looked at it from the mindset of this being their first shot at it. They would likely make changes before the final plat and perhaps they could save trees if the street width was reduced.

Chair Niemioja asked staff to address comments from Eric Lutz with Sambatek stating that they are approved for the smaller 36-foot-wide street and a slower road.

Mr. Hunting replied that the reduced right-of-way and street width should reduce the grading and help save some trees. The final plat design will have a narrower north-south collector street.

Chair Niemioja asked if the new reforestation percentages had been calculated yet.

Mr. Hunting replied the updated calculations would not be determined until the final plan set was completed.

Mr. Dodge advised that reducing right-of-way and street width allows for denser development which is needed in the Northwest Area so they can try to maintain open spaces and forestry. It is a balancing act for everyone to work together to accomplish this. He noted that in the Watermark Properties development the 35-40-foot lots were all on private roads

whereas the subject properties were on a neighborhood collector road. As mentioned by Commissioner Weber, there will be back and forth discussions with the applicants, engineering, and our consultants before this is finalized.

Commissioner Robertson asked for clarification about whether the narrowest lots were intended for villa-type homes.

Mr. Hunting advised that question could best be answered by the applicant.

Mr. Soltau advised that this property has a lot of challenges, including its unusual shape, a powerline and pipeline running through it, steep topography, and heavy forestation. Because of this, getting a functioning layout that meets all the requirements has been a challenge. They have already gone through over a dozen iterations and there will be additional changes moving forward. Meeting the infrastructure needs of this area also requires a fee structure that is double what they have seen in surrounding communities for similar development opportunities. To work around these challenges, they designed their original plan; however, they were told to increase the density. This was unusual for them as they are typically asked to decrease the density. In achieving that density, they have to balance that against the impact on trees, the cost of infrastructure, and the other challenging components of this area, which is why they have seen an evolution of a mixture of lots and product type. There is a lot of additional cost with building oversized roads, and they are challenged by having to put in a collector street as well as 72nd Street, which has no benefit to them. He referred to the neighborhood comments regarding the location of the intersection and advised that they put the intersection exactly where the Northwest Area Collector Street Study requires it to be. Single level living opportunities are in high demand as baby boomers continue to age but want to live near their families. The small lots will be ideal for that, while the apartment offering will be another housing opportunity. The project includes higher density apartment living, villas, moderate sized lots, and large estate type lots with overviews of wetlands and ponds. It is not a case of them trying to eke out every lot they can, but rather them trying to meet the Northwest Area requirements of the City. He stated they were told by the County to move the trail crossing to a mid-block location. They do not necessarily disagree with the concerns of a mid-block crossing of an arterial road, but they are just responding to direction from the County.

Mr. Moore replied to an earlier question, stating that the smaller lots will be used for villa homes.

Commissioner Weber advised that he looked back at the Watermark Properties application and noted that they approved 30-foot-wide lots for this development. Since Watermark is less than a mile from the subject property, he would have a difficult time saying no to 36-foot-wide lots for this request. He was a little concerned about some of the lots on the south side that abut the neighboring single-family properties, but he would be agreeable with moving it forward knowing that reducing the size of the road may add some trees back in, and they might even fall within the threshold, and knowing that they would see it again with the final plat.

Chair Niemioja asked Commissioner Weber if his recommendation would be that upon recalculation of the reforestation, if they are over the threshold there is nothing further to do, and if they are still under the threshold, they should consider spaded trees and planting additional trees on these properties.

Commissioner Weber did not think they should address reforestation at this point knowing that changes would be made, but rather make recommendations when the final plat is submitted.

Commissioner Challeen asked if they could expect any changes to the preliminary plat based on tonight's discussion, such as narrowing the road.

Mr. Hunting replied that the developer would not be submitting a revised preliminary plat but rather any changes would be reflected on the final plat.

Planning Commission Recommendation

Motion by Commissioner Weber, second to Commissioner Robertson, to approve the request for a rezoning of the property from A, Agricultural to PUD, Planned Unit Development, and a preliminary plat and preliminary PUD development plan for a 126-lot single family subdivision and a 180-unit apartment building, for the property located at 7250 Argenta Trail and 1266 - 70th Street, with the conditions listed in the report knowing that Commissioners would get to review this again for the final plat.

Motion carried (5/3 - Maggi, Wippermann, Challeen). This item goes to the City Council on April 26, 2021.

BUILDERS LOT GROUP, LLC

9531 West 78th Street, Suite 135
Eden Prairie, MN 55433

NARRATIVE FOR PELTIER RESERVE APPLICATION SUBMITTAL

Site Information and Ownership

Current Owner: James Peltier
Property Address 7250 Argenta Trail, Inver Grove Heights, MN 55077
Property IDs: 20-00700-06-014, 20-00700-05-012, 20-00700-04-010

Development Team

Applicant & Developer: Builders Lot Group, LLC., Melvin Moore, Steven Soltau, Dwayne Sikich
Single-Family Builders: To be Determined.
Multifamily: Oppidan Investment Company, Ian Halker
Civil Engineer: Sambatek Inc., Eric Luth

Builders Lot Group, LLC is pleased to present to the City of Inver Grove Heights its proposal for the development of land currently owned by James Peltier. Peltier Reserve is a 47-acre site located and located south of 70th Street, east of Argenta Trail and northerly of Argenta Hills. The proposal consists of a One Hundred Twenty-Four (124) single family lots, and a multi-family component adjacent to 70th Street, for approximately 180 market rate, rental units. The neighborhood will be accessed through the extension of Alverno extending from Argenta Hills at the south end to 70th at the north end of the development. There will also be access off Argenta Trail (Co. Rd. 63) at the proposed 72nd Street connection, east and west are future connections also provided for according to the NW Area Collector Street Report. Additionally, the proposal contains natural areas and green spaces which will be maintained by an association created to manage those assets. The single-family portions of the proposal will contain both low and medium density areas to comply with zoning and the NW Area Overlay District requirements. One of the goals of the project is to provide variety of additional housing options in Inver Grove Heights, at varying price points. The proposal requires rezoning of the property and approval of a PUD as part of the Northwest Area Overlay District.

Construction partners for the single-family homes will offer a range of homes from approximately 2,200 Sq.Ft to over 4,000 Sq.Ft. with multiple elevations and floor plans. The development offers distinctive neighborhoods with a variety of housing types with options including single-level, multi-level, and two-story homes with 2 & 3-car garages and typically 3-6 bedrooms. Sample elevations are attached as part of this application.

The Development partner for the apartment complex is Oppidan Investment Company. Oppidan is an experienced, successful developer of different multi family facilities and works with experienced experts beginning with proper market studies, and design and following through construction and operation. Their experience in this portion of Peltier Reserve will be an important part of the success in pursuing the variety of housing options as desired by the Northwest Area Overlay.

It is anticipated that grading operations could commence following preliminary plat approval with street and utility construction in the late summer and fall of 2021. Home construction will begin with early models and spec. homes to allow opening with the completion of utilities and initial road construction. Depending on market demand, full buildout is anticipated in approximately 36 months following this commencement of construction.

Peltier Reserve will be a very traditional single-family neighborhood with publicly owned and maintained streets and utilities built to city specifications. Sidewalks and trails will be located within public rights-of-way or deeded to the City of Inver Grove Heights. We will also work with staff on any temporary turnarounds or stubs that will be extended with future development.

A neighborhood meeting for the proposal was conducted on February 4, 2021, via Zoom, for this project and we received significant, valuable input from the community. The plan for development presented to the neighbors and a discussion related to various factors was engaged in with the participants. Many of the points raised by the community were valuable in the final design proposal and Builders Lot Group, LLC is in agreement with many points raised. A summary of the comments and points of discussion from that meeting are also submitted with the application.

**PELTIER RESERVE
COMMUNITY MEETING, FEBRUARY 4th, 2021**

The planned neighborhood meeting for Peltier Reserve was held on February 14th, 2021 via zoom and the following is a summation of the general comments received at that meeting. There were approximately 17 neighbors that attended all or a portion the recorded virtual meeting.

1. Information was requested from a neighbor regarding the timing of the preliminary plat and February 16th was confirmed as the approximate submittal date.
2. Various general comments were made regarding the density and general design of the proposal. Density was addressed and discussed by reference to the NW Area requirements of the city of Inver Grove Heights.
3. Significant concerns from multiple residents were raised regarding the main north/south street (Alverno Avenue) through the project with respect to size of the road and a potential 45 mile per hour speed limit on that road. Several neighbors expressed concerns related to small children in the Argenta Hills neighborhood and playing in the streets. Questions were raised about how the developer could help lower the 45 mile an hour speed limit. Additionally, the question of whether stop signs would be appropriate on that street was discussed and that is a city question which would be addressed by the city.
4. Concern related to the main street was also raised with respect to potential parking on the street and concerns that it was designated for too high of a speed limit for parking to be appropriate.
5. The issue of land dedication for parks as opposed to a park dedication fee was raised and that issue was discussed with the neighbors. It is understood at this point that the city is requesting funds rather than land for park dedication purposes.
6. Question was raised with respect to who owns the property. James Peltier currently owns the property.
7. A concern was raised with regard to 70th Street (Co. Rd. 26) access on the North side of the project and a potential of frontage road through that area.
8. An additional concern was raised regards with the topography within the proposed plat and as it relates to the property immediately to the East of the northerly portion of the proposal. Concern was expressed regarding how construction would occur in that area. Developer responded that all construction would be reviewed and completed in compliance with engineering requirements from the city of Inver Grove Heights.
9. A concern was raised with respect to the density of the units in the Southwest corner of the proposal. A neighbor from the adjoining subdivision requested low density rather than proposed medium density to conform better with their neighborhood. Discussion continued confirming that the density was a requirement for city purposes.
10. A question was raised with respect to the apartments that are proposed on the northern portion of the development adjacent to 70th Street, it was confirmed that they will be market-rate rents. A question regarding low-income rentals being a possibility of being included within the project was raised. Additionally one of the neighbors indicated that the city has funds available to assist in low-income rental properties.
11. A question was raised with respect to the water and infiltration ponds and whether they could be used for Parklands rather than infiltration. Discussion regarding the need for the infiltration ponds and at the word infiltration ponds as opposed to a water holding pond.
12. A question was raised with respect to whether the project would be completed in phases and the developer responded that it is tentatively a single-phase development.

13. A concern was raised regarding the alignment of Alverno Avenue as it goes through the property with the street and meet 70th St and its extension to the North. Additionally, inquiries were made as to why the main road was necessary adjacent to Argenta Trail.
14. The developer confirmed sidewalks and or trails are included within the proposed work.
15. The timing of construction of the work was discussed and that may be occurring concurrently with the Dakota County's work on 70th Street and Argenta Trail.
16. The timeline for construction of new homes was discussed. Additionally, it was noted that most likely two to three builders will build lots and construct homes according to the developer and City's architectural requirements and that no lot sales would be outside of that builder group.
17. Questions regarding to what builders would be brought in were raised. No final commitments have been made at this stage but parties being discussed were Robert Thomas Homes, Fieldstone Family Homes and Distinctive Custom Homes.
18. The timeline for construction was discussed. Development work would hopefully start and continue through spring and summer while buildable lots would be available to builders in September or October of 2021.
19. The proposed set back estimates were discussed, and details were given based upon the current conceptual plan available.
20. Various proposed layouts for the project were discussed and it was indicated that the current proposal is Concept Plan #8. Previous concept plans were shared and were discussed briefly which show varying street alignments and lot sizes which for one reason or another were not compliant with requirements.
21. The density issue was discussed again, and it was discussed that it is based upon the city's comprehensive plan and the zoning requirements of the city of Inver Grove Heights.
22. The existing pipeline easement that runs through the proposal was discussed and its potential impact on various homesites was observed.
23. The potential for an additional park was discussed and discussion was had regarding the city requirements on that issue.
24. The storm water and sanitary sewer plan was discussed and how it would impact other properties in the area that are still on well in septic systems. The discussion revolves around the infiltration ponds and that they are designed to recharge the aquifer in the area and that all construction would be done in compliance with all engineering and watershed district requirements if any.
25. A concern regarding a crosswalk offsite was raised to cross Hwy 55. Off-site improvements are outside of the scope of this proposal.

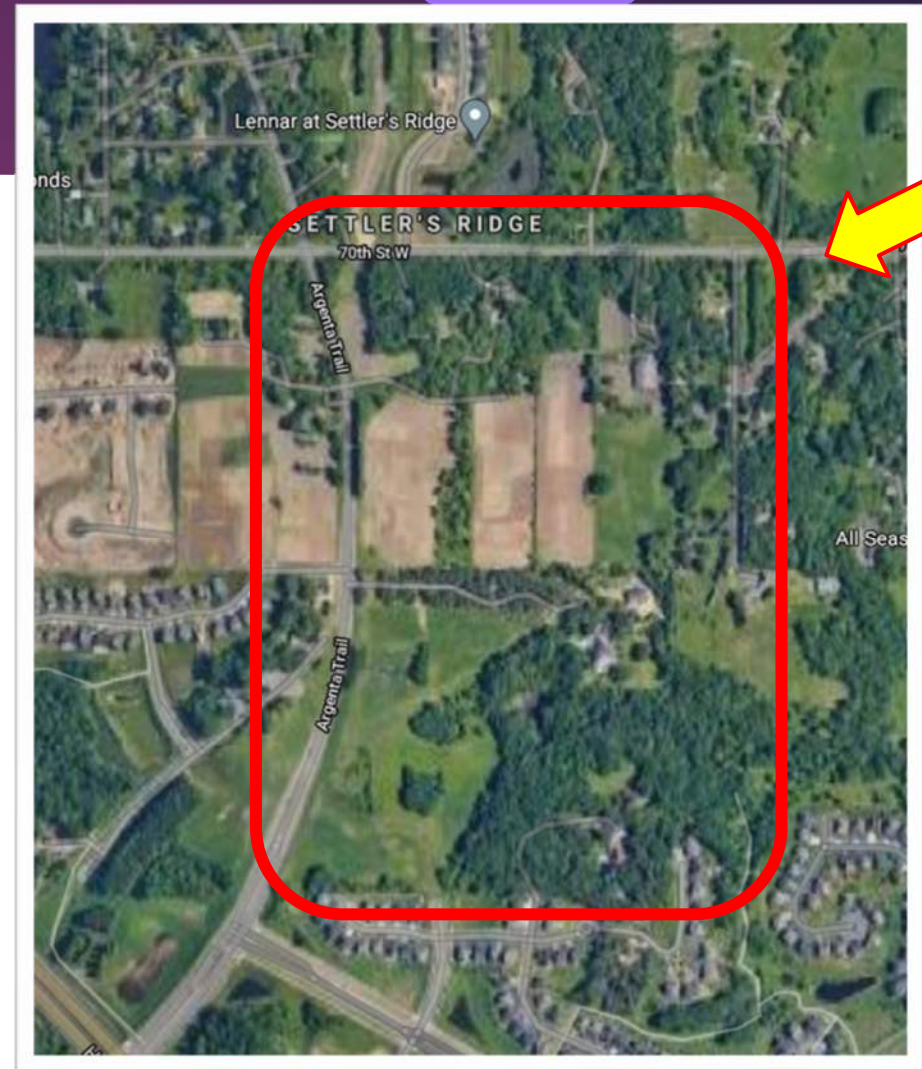
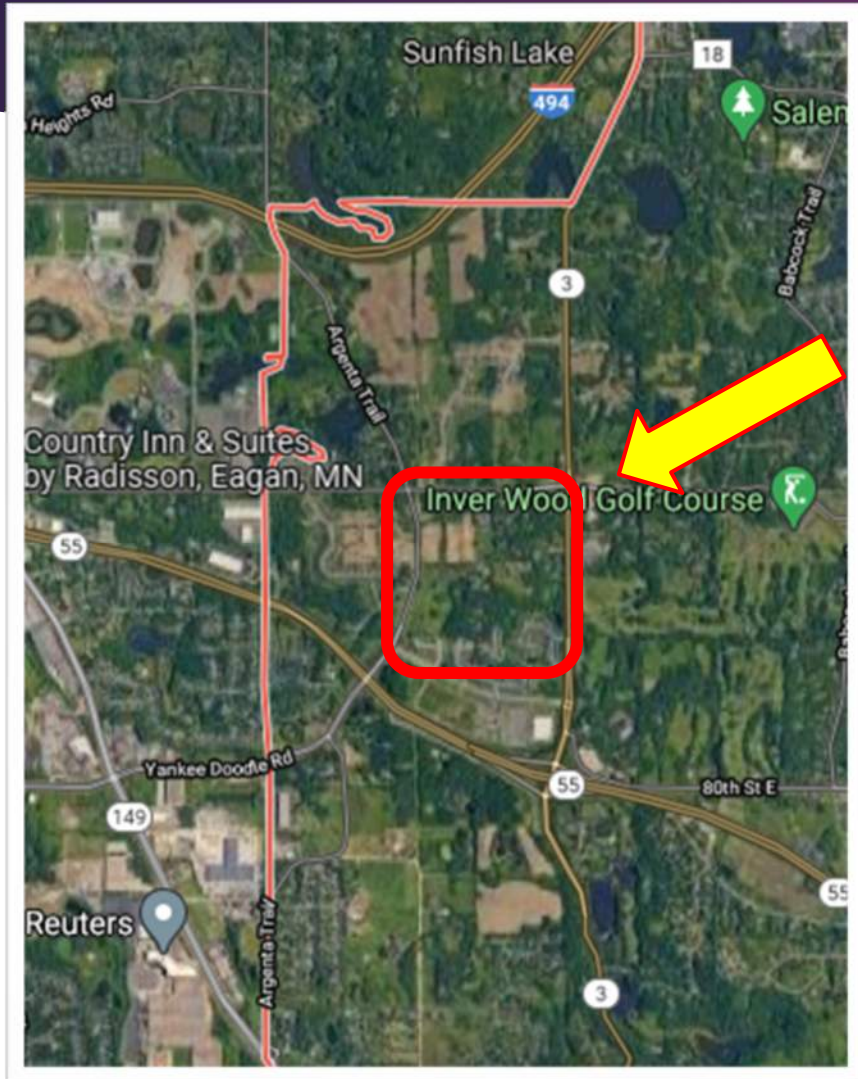


Peltier Reserve

INVER GROVE HEIGHTS, MN

2021

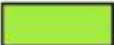
Approximate Location



Previous Plan - all 60' wide lots

CONCEPTUAL PLAN SUMMARY

UNIT COUNT:

	VILLA COLLECTION (45'X60' BLDG):	90 LOTS
	MULTIFAMILY APARTMENT:	180 UNITS
	GREEN SPACE / COMMON AREA	
	PROPOSED PUBLIC PARK	

Total units: 270

GROSS PARCEL AREA:	61.3 ACRES
COUNTY ROAD 63 ROW:	5.5 ACRES
COUNTY ROAD 26 ROW:	1.0 ACRES
PUBLIC PARK:	7.1 ACRES
GREENSPACE / EASEMENTS:	12.2 ACRES
FELTIER RESIDENCE:	2.0 ACRES
NET DEVELOPABLE AREA:	32.9 ACRES

NOTE: THIS CONCEPT BASED ON THE FOLLOWING DOCUMENTS:

- CITY OF INVER GROVE HEIGHTS 2040 COMPREHENSIVE PLAN
- NORTHWEST EXPANSION AREA AUAR
- DAKOTA COUNTY CSAH 26 & CSAH 63 IMPROVEMENT PLANS
- I.G.H. NORTHWEST AREA COLLECTOR STREET PLAN (FIGURE 5.2)



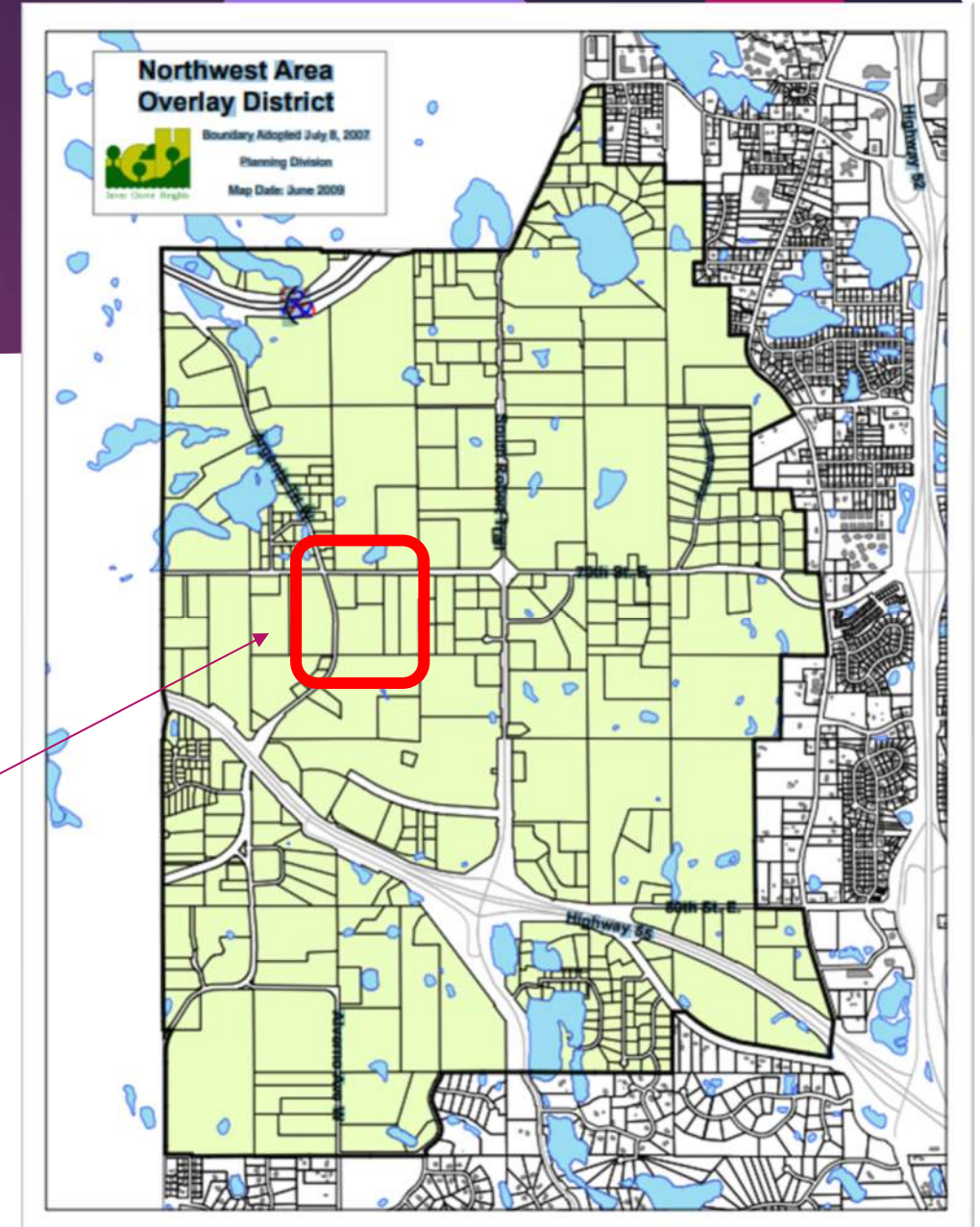
Framework for Development

EXISTING DEVELOPMENT STANDARDS

The developer believes this proposed PUD integrates the numerous requirements, objectives, policies, and design guidelines outlined the following documents:

- I.G.H. 2040 Comprehensive Plan
- I.G.H. Northwest Area Zoning Ordinance (Ord. 1148)
- I.G.H. Northwest Expansion Area AUAR
- I.G.H. Northwest Area Collector Street Plan
- I.G.H. Engineering Specifications for Construction
- Dakota County CSAH 26 & CSAH 63 Improvement Plans

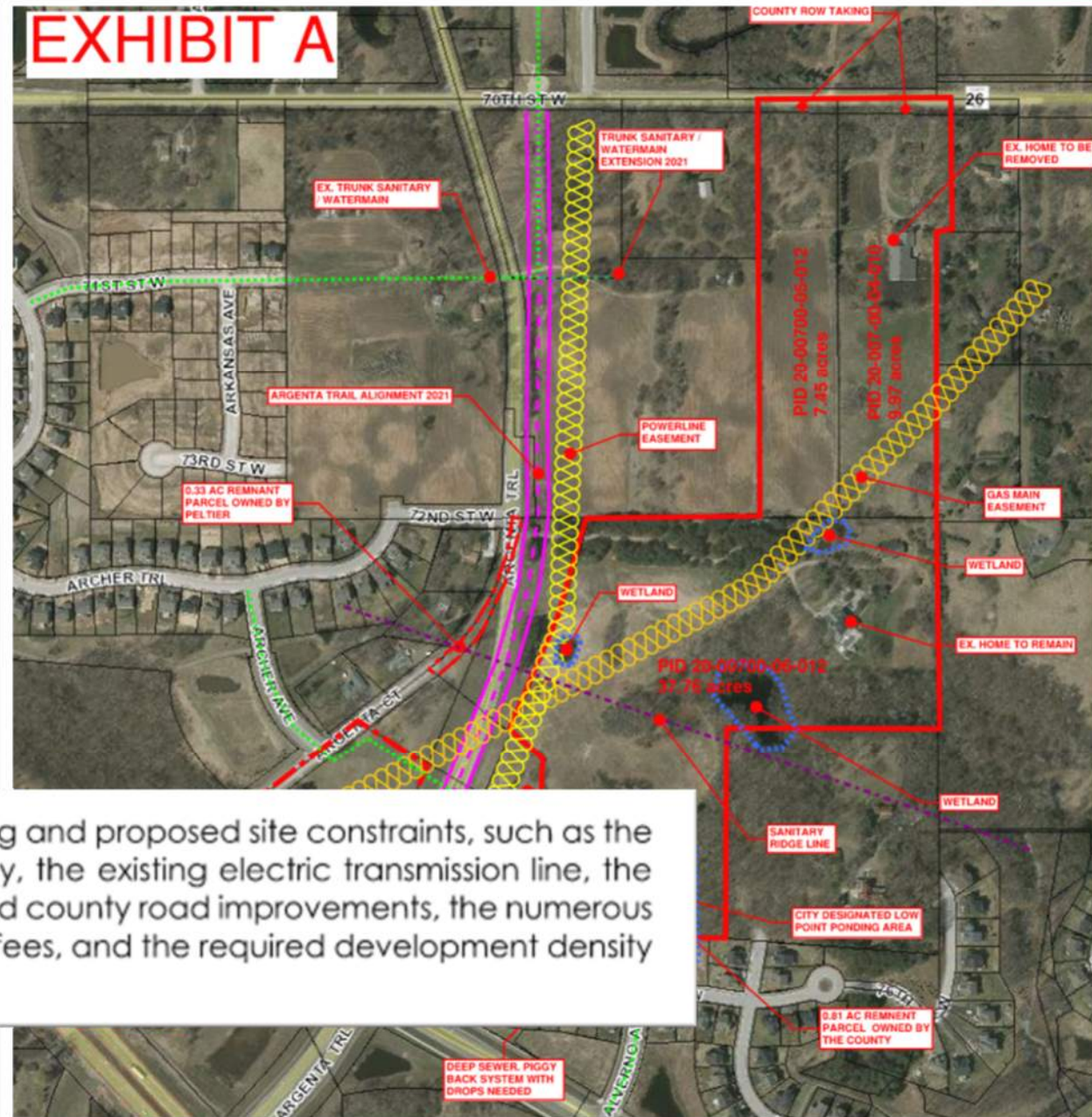
Project Location



Site Constraints

- New right-of-way along 70th
- Watermain extension - 2021
- Structure removal
- Existing Powerline easement
- Existing Gas Main Easement
- Existing Trunk Sewer Lines
- Three Wetlands

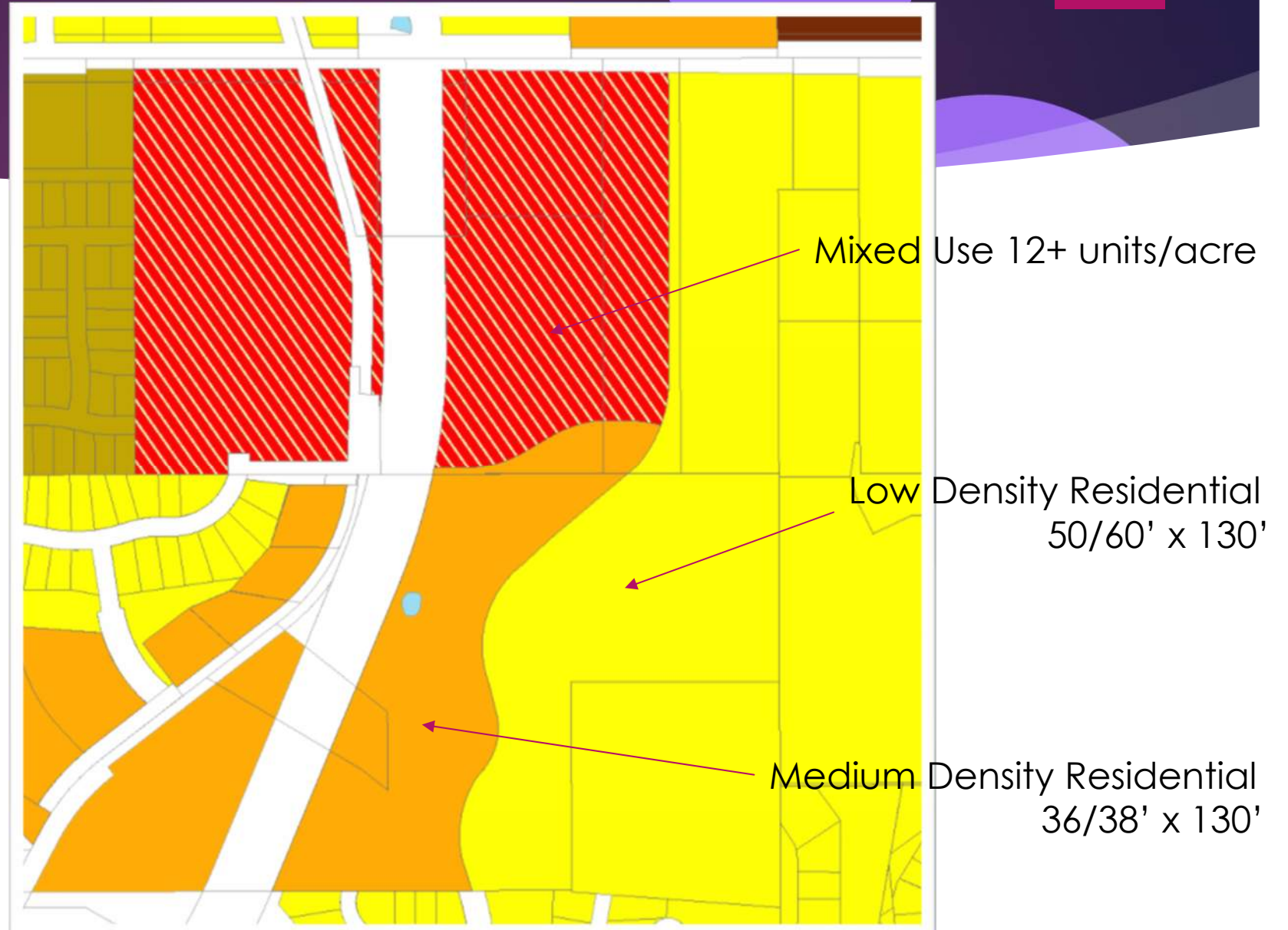
All stakeholders of this project must recognize the existing and proposed site constraints, such as the existing topography, the pipeline bisecting the property, the existing electric transmission line, the irregular shape of the development parcel, the proposed county road improvements, the numerous Northwest Area requirements, the City plat connection fees, and the required development density in order to make this project feasible.



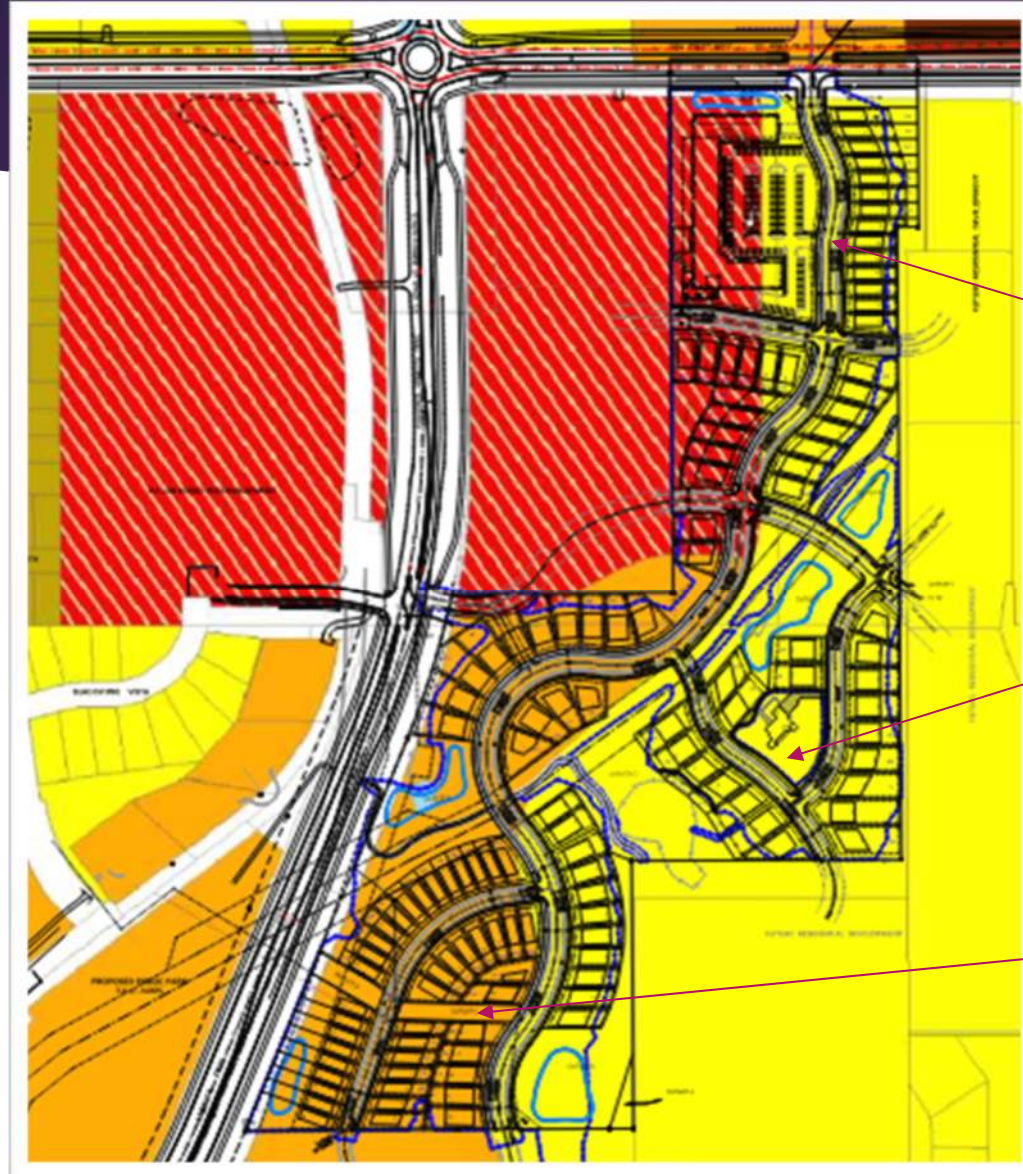
Northwest Area Plan – Land use

What density is allowed in the Northwest Area?

The land use plan indicates density of 12+ units per acre in the NW corner as well as Medium and Low Density Residential.



Northwest Area Plan – Site Plan Overlay



Mixed Use 12+ units/acre (red)

Low Density Residential (yellow)
50/60' x 130'

Medium Density Residential (orange)
36/38' x 130'

Proposed layout

CONCEPTUAL P.U.D. SUMMARY

LEGEND:

	MED. DENSITY SINGLE-FAMILY (36'-38' x 130'):	60 LOTS
	LOW. DENSITY SINGLE-FAMILY (50'-52' x 130'):	30 LOTS
	LOW DENSITY SINGLE-FAMILY (60' x 130'):	16 LOTS
	LOW DENSITY SINGLE-FAMILY (65' x 135'):	20 18 LOTS
	TOTAL SINGLE-FAMILY LOTS:	126 124
	MULTIFAMILY APARTMENT (MIXED-USE):	306 180 -UNITS
	TOTAL DEVELOPMENT HOUSING UNITS:	306 304
	P.U.D. NATURAL AREA / OPEN SPACE (ORD. 1148)	
	ACCESS PER N.W.A COLLECTOR STREET PLAN (FIGURE 5.2)	



Peltier Reserve Density

- ▶ Inver Grove Heights is required to achieve a certain density throughout the community, and more specifically, in the NWA.
- ▶ The proposed plan provides a diverse housing mix at various price points (all market rate) as well as recreational opportunities for new and current residents.
- ▶ What does this density look like...?

N.W.A. P.U.D. AREA SUMMARY:

GROSS PARCEL AREA:	48.2 ACRES (100%)
COUNTY ROAD 26 ROW:	1.0 ACRES (2.1%)
WETLANDS:	0.9 ACRES (1.9%)
NET P.U.D. DEVELOPABLE AREA:	46.3 ACRES (96.0%)
PROP. NATURAL AREA/OPEN SPACE:	10.1 ACRES (22.0%)
PROPOSED NET DENSITY:	6.6 UN/AC

AREA

GROSS SITE AREA	2,097,519 SF	48.15 AC
LESS WETLANDS	40,940 SF	0.94 AC
LESS COUNTY ROAD 70 R-O-W	45,893 SF	1.06 AC
NET SITE AREA	2,010,686 SF	46.15 AC

OPEN SPACE SUMMARY

	REQUIRED	PROPOSED
OPEN SPACE (20% NET DEVELOPABLE)	402,138 SF	596,739 SF
UNDISTURBED SPACE (50% OPEN SPACE)	201,069 SF	141,827 SF
CONTIGUOUS OPEN SPACE (75% OPEN SPACE)	301,604 SF	419,507 SF

The zoning density and product mix support the I.G.H. NWA bonding repayment.

What will the homes look like and what is the price range?



Starting at:

\$575,000-\$990,000



What will the homes look like and what is the price range?



Starting at:
\$575,000-\$990,000



Medium Density Residential & Setback Questions:

- What has Builder's Lot Group (BLG) done to comply with the Zoning Ordinance?
 - Density is based on the Northwest Area plan. This requires a mix of densities, and the plan is achieved through the proposed layout.
 - Guidance from planning and engineering staff.
 - Will meet or exceed Zoning Ordinance



Attached Townhomes



Attached townhomes meet density requirement, however...

- Topography makes attached difficult.
- Properties to the south are detached.



Examples of Streetscape for 36' and 38' lots



Starting at:

\$399,000 - \$600,000

Northwest Area Street Plan

●

Major access – Full

●

Major Access – Partial

●

Minor Access – Full

●

Minor Access - Partial

—

Arterial

—

Community Collector

—

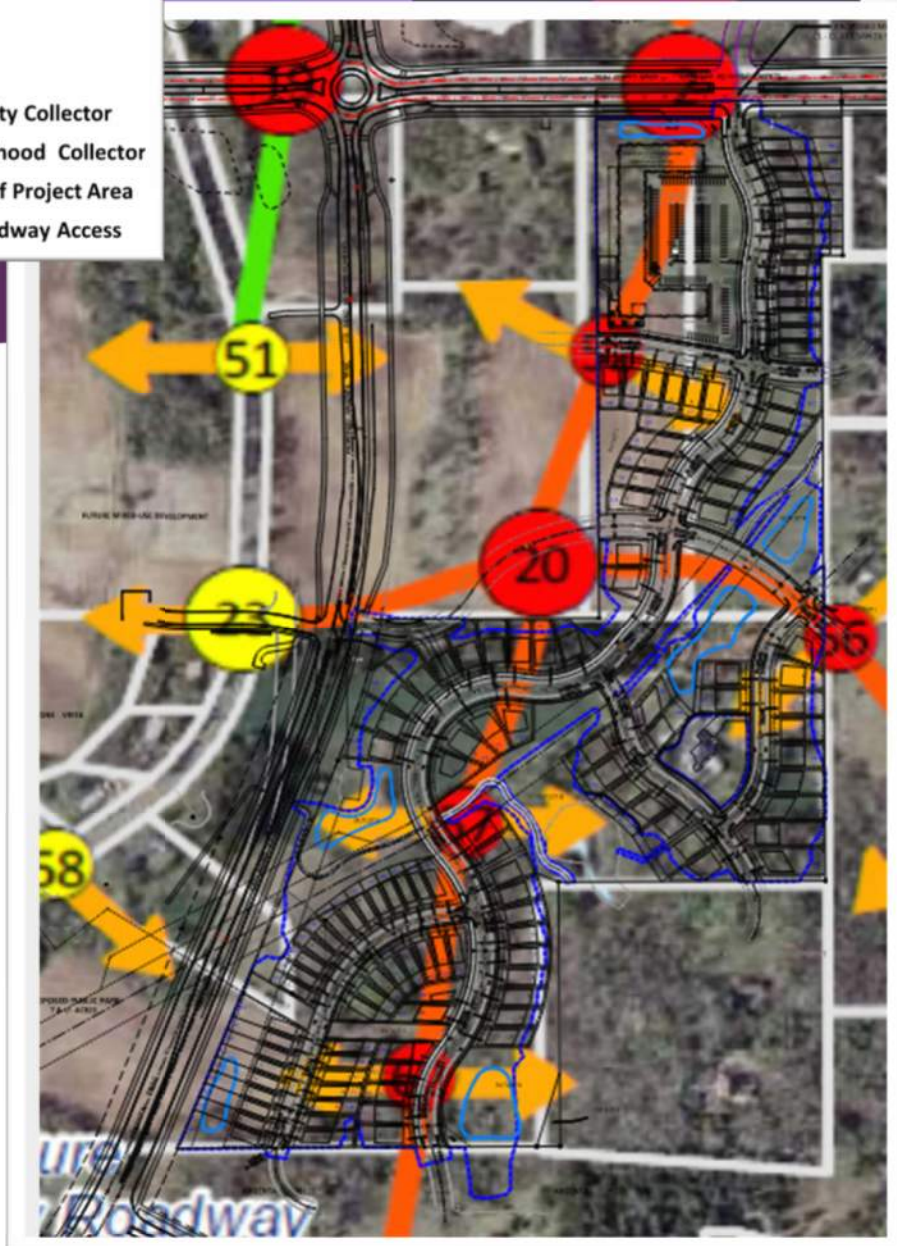
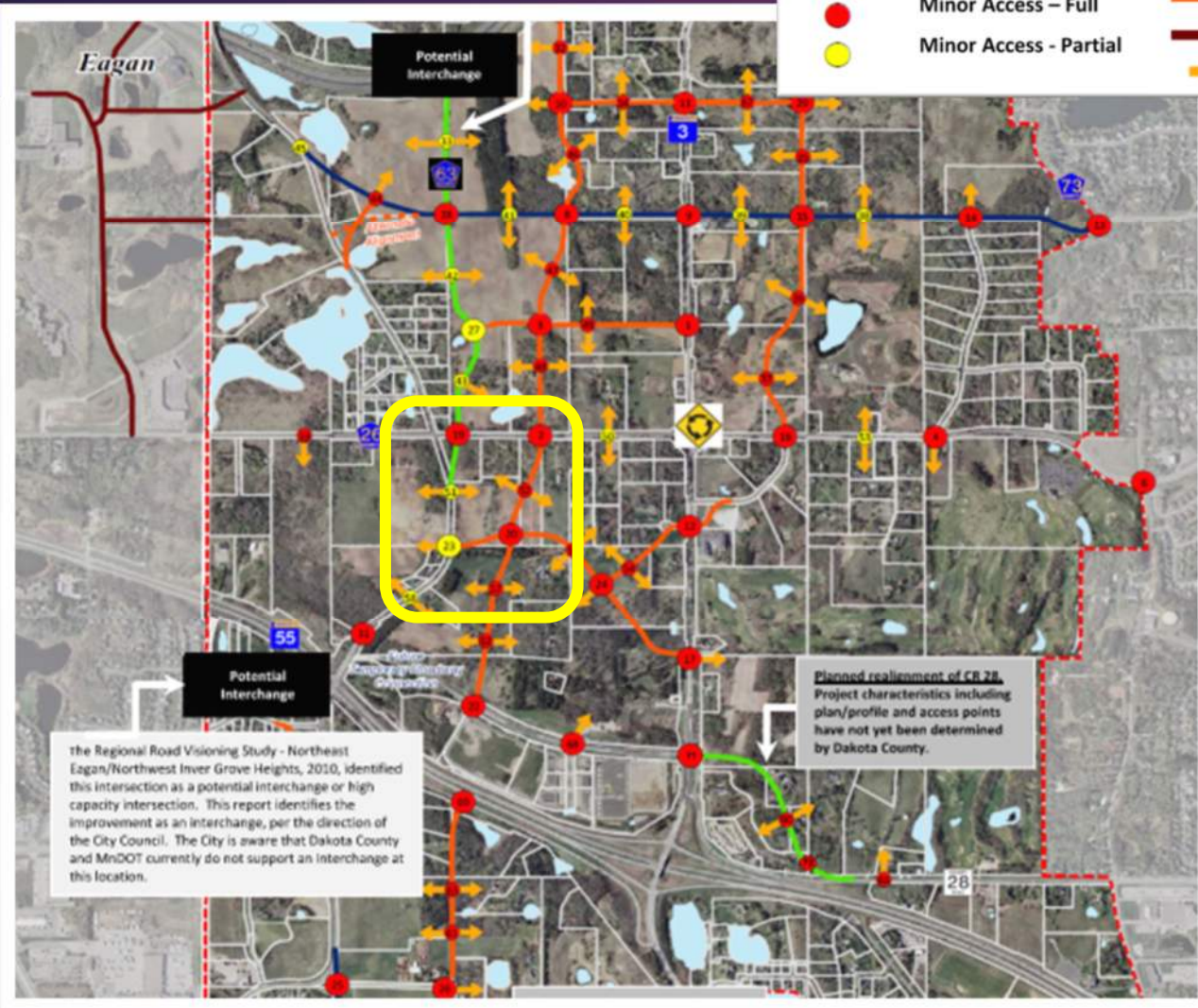
Neighborhood Collector

—

Outside of Project Area

→

Local Roadway Access



Traffic Impact Analysis: 03-15-21

In conclusion, the proposed development of the Peltier Reserve residential site has appropriate access to the surrounding roadway network and the potential addition of traffic from the development is not anticipated to significantly degrade traffic operations in the area. In other words, the roadway network serving the site will function well with the development of the property.



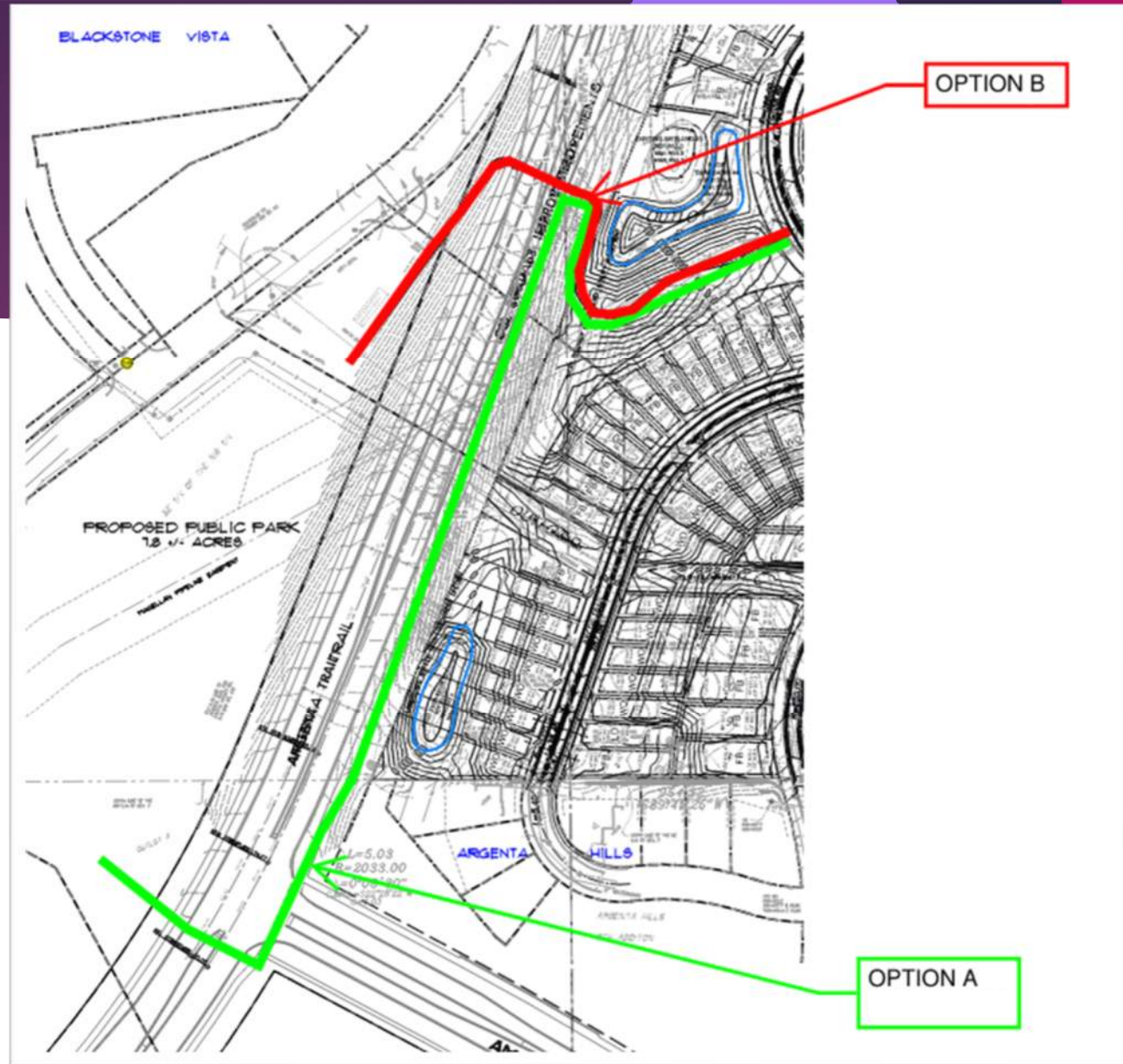
Swing Traffic Solutions

I.G.H. traffic consultants will determine:

- Street width
- Speed of Traffic
- Future study to locate sign placement

Proposed Trail Crossing

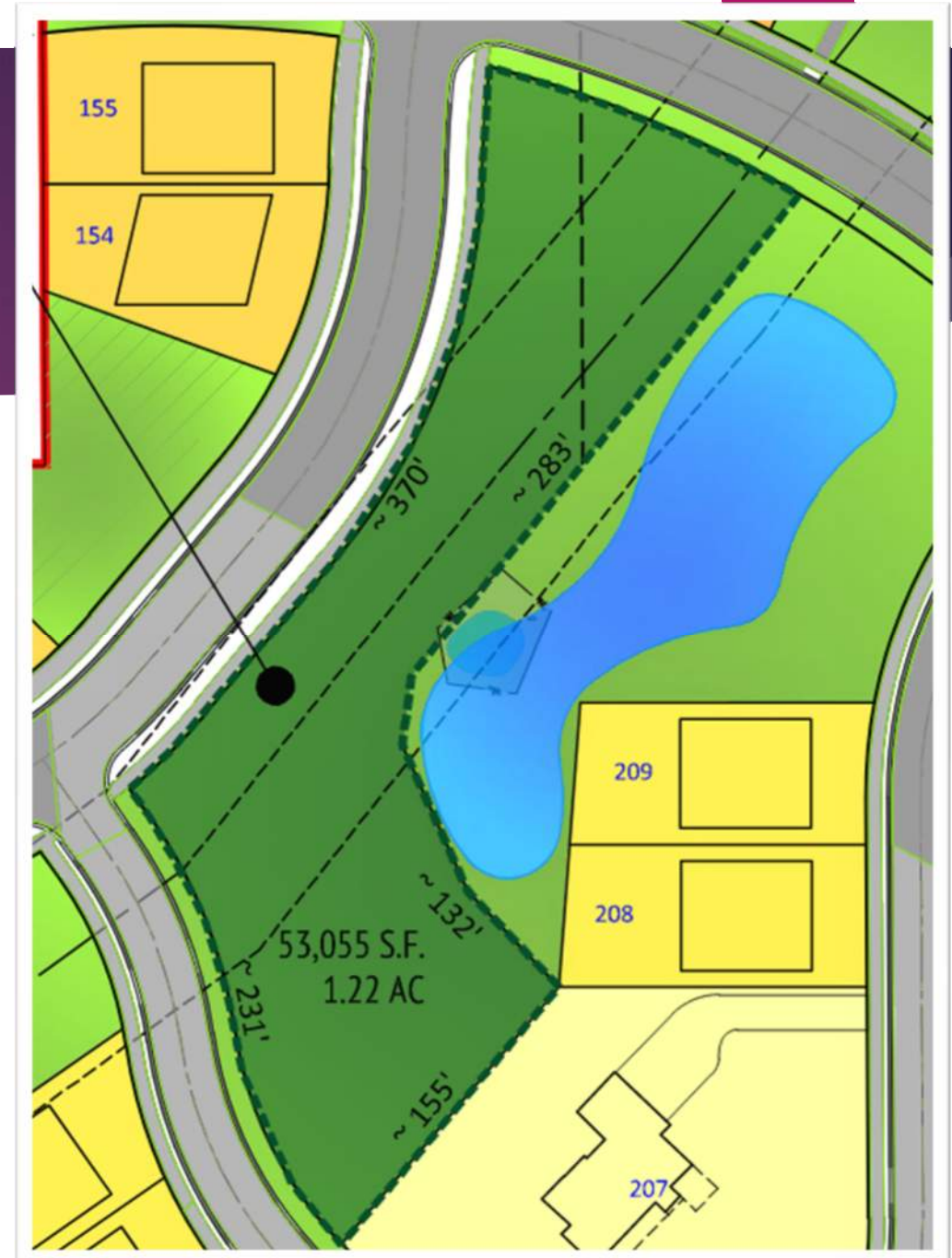
- Trail crossing options approved by Dakota County.
- Final location to be determined by I.G.H. Park Consultant



Park

Due to the natural topography on site, no ideal location exists for a park.

- BLG has eliminated two lots to accommodate the best space for a ~1.22 acre park.
- This park will require significant grading by the developer.
- BLG is working with the Park Department on specific park improvements



Tree Inventory and Replacement

1,366 trees identified on site.

- Low density (66 lots) – 4-7 trees per lot in rear yard and along side yard.
 - Responsibility of builder.
- Medium density (60 lots) – 2 in front, 3 in rear = 5 total.
 - Responsibility of builder
 - Provide landscape buffer
- Apartment complex (180 units) – TBD

- Requesting the definition of a Significant Tree to be 12 caliper inches and larger (instead of 6")
- Trees removed for Stormwater Management Basins are exempt of replacement
- Trees removed for the oversizing of Alverno Avenue are exempt of replacement
- Trees removed for the excavation required for the proposed County Road Improvements and the County Road access at 72nd Street W. are exempt of replacement

BLG will submit a Tree Preservation Plan and Proposed Landscape Plan based on these requested standards for review by the City.

**Request for Council Action**

TITLE: Resolution Authorizing Submittal of a Host Community Economic Development Grant Program Application to the state of MN DEED for \$415,625

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Regular Com Dev	Amount included in current budget	
Contact:	Heather Rand, Community Dev Director, 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand, Jon Oyanagi	FTE included in current complement	
Reviewed by:	HR	New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

Consider and authorize submittal of a Host Community Development Grant Application to the state of Minnesota Department of Employment and Economic Development (DEED) for \$415,625 to fund improvements at NWA Park #1 to be located on Argenta Trail just NW of Hwy 55.

SUMMARY:

The city of Inver Grove Heights is defined by Minnesota state statute as being a host community of a landfill and as such, to the state of MN Department of Employment & Economic Development (DEED) for a Host Community Grant that supports economic development by May 15th. DEED is making up to \$415,625 available to the city in potential grant funds in 2021 calendar year. Staff recommends the attached application be submitted by deadline that would secure funding to make necessary public improvements to develop a new park in the city with the working name of NWA Park #1. The grant if awarded would fund proposed public improvements including site prep, tree removal, stormwater utilities installation, earthworks, pavements, seed restoration, electric service, landscaping and playground equipment (see attached NWA Park #1 Concept and Cost Estimate). The park development is supported by city staff as an economic development driver in that a well-planned and creatively developed public greenspace in the format of a multi-use city park with connector trails, improves the quality of life of nearby residents and attracts visitors to the area, and spurs continued private sector investment in new and existing residential homes and the commercial development of private property and related business growth in the Argenta Hills District of Inver Grove Heights.

City staff recommend that the city council approve submittal of this grant request to MN DEED.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-150**

**RESOLUTION AUTHORIZING SUBMITTAL OF A HOST COMMUNITY GRANT
PROGRAM APPLICATION TO THE MINNESOTA DEPARTMENT OF EMPLOYMENT
AND ECONOMIC DEVELOPMENT (DEED) FOR \$415,625 FOR NWA PARK #1**

WHEREAS, the City of Inver Grove Heights is a Host Community under Minnesota Statute §116J.548;

NOW, THEREFORE BE IT RESOLVED that the City of Inver Grove Heights act as the legal sponsor for projects contained in the Host Community Grant Program application to be submitted on May 11, 2021 to make public improvements to NWA Park #1 and that the Mayor is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Inver Grove Heights.

BE IT FURTHER RESOLVED that the City of Inver Grove Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

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

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Inver Grove Heights may enter into an agreement with the State of Minnesota for the above referenced projects, and that the City of Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT FINALLY RESOLVED that the Mayor and the City Clerk are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the City Council of the City of Inver Grove Heights on May 10, 2021.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

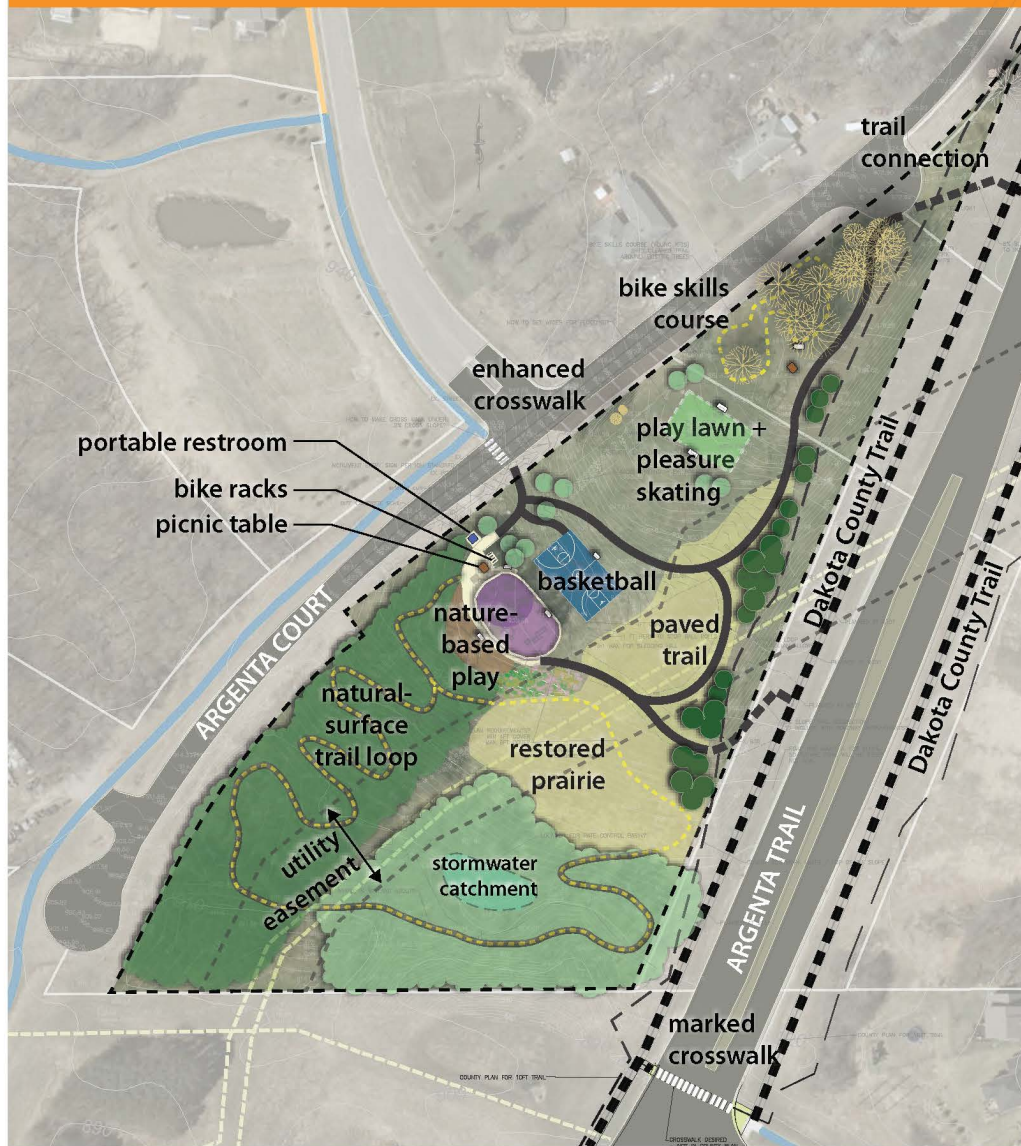
By: _____

Rebecca Kiernan

Its: City Clerk

3.31.2021	IGH NW AREA NEIGHBORHOOD PARK #1							
	ITEM		ITEM DESCRIPTIONS	EST QTY	UNIT	UNIT COST	TOTAL	NOTES
	1. SITE PREP							
civil	1.01		EROSION CONTROL - SILT FENCE	1,500	LF	\$ 3	\$ 4,500	
	1.02		TREE PROTECTION FENCING	1	LS	\$ 5,000	\$ 5,000	
civil	1.03		EROSION CONTROL - INLETS	2	EA	\$ 300	\$ 600	VERIFY
civil	1.04		SURVEY AND STAKING	1	LS	\$ 15,000	\$ 15,000	VERIFY: CONTRACTOR / OWNER RESPONSIBILITY
civil	1.05		CONSTRUCTION FENCING	1,500	LF	\$ 10	\$ 15,000	NONE?
civil	1.06		CONSTRUCTION ENTRANCES	1	EA	\$ 3,000	\$ 3,000	
	1.07		SOIL BORINGS (ASAP)	1	LS	\$ 5,000	\$ 5,000	SOLUTION BLUE: REFER? WORK WITH CITY REFERENCE FOR SURVEY?
	1.08		GEO-TECH / TESTING	1	LS	\$ 5,000	\$ 5,000	CITY
			Subtotal				\$ 53,100	
	2.REMOVALS							
	2.01		TREE REMOVAL	0	EA	\$ 1,000	\$ -	NEED TO VERIFY: STUMP REMOVAL? CITY STAFF TREE REMOVAL? MISC. TREES AS-NEEDED
	2.01		REMOVALS IN PINE STAND	1	LS	\$ 8,000	\$ 8,000	NEED TO VERIFY: APPROX. 1/2 ACRE AREA IN WOODS - \$8000?
			Subtotal				\$ 8,000	
	3. STORMWATER UTILITIES							
civil	3.01		OPTION B(PREFERRED): ALLOWANCE - SE BASIN @ BASE OF HILL	1	LF	\$ 20,000	\$ 20,000	PONDING: INFILTRATION, SAND BASE, ETC. - 4400 SF BASIN
			Subtotal				\$ 20,000	
	4.EARTHWORKS							
civil	4.01		GRADING	1	LS	\$ 40,000	\$ 40,000	INCLUDES STRIPPING, SHAPING, PLACING FIELD TOPSOIL - 97600 SF OF GRADING AREA
civil	4.02		IMPORT/EXPORT FILL	0	CY	\$ 30	\$ -	AMENDMENTS?
	4.03		TOPSOIL AMENDMENTS IF NEEDED	0	LS	\$ 20,000	\$ -	ASSUME SITE HAS PLENTY OF TOPSOIL - NO IMPORT NEEDED
			Subtotal				\$ 40,000	
	5. PAVEMENTS							
	5.01		5" CONCRETE WALKS / SLAB	2,750	SF	\$ 12	\$ 33,000	ESTIMATED QTY NEED TO DESIGN; INCLUDES BASE
	5.02		8FT BITUMINOUS TRAILS	1,422	LF	\$ 45	\$ 63,990	ESTIMATED QTY NEED TO DESIGN; INCLUDES BASE
	5.03		BITUMINOUS TRAIL LOOP OVER MAGELLAN PIPELINE	188	LF	\$ 100	\$ 18,800	includes the grading /restoration , etc
	5.04		CONCRETE PED RAMP/TRUNCATED DOMES (ARGENTA CT)	1	LS	\$ 5,000	\$ 5,000	
	5.05		PED CROSSING (MARKING) AND SIGNAGE	1	LS	\$ 5,000	\$ 5,000	
	5.06		CULVERT FOR PED RAMP/TRAIL LINK	1	LS	\$ 10,000	\$ 10,000	
	5.07		SLAB FOR BIFF	1	EA	\$ 3,000	\$ 3,000	VERIFY
			Subtotal				\$ 138,790	
	6. SEEDING RESTORATION							
	6.01		SEEDED PARK TURF		LS	\$ 4,000	\$ -	MISCELLANEOUS AROUND DISTURBED AREAS
	6.03		SEEDING FIELD TURF / SKATING RINK	1	LS	\$ 3,000	\$ 3,000	
	6.05		SEEDING NATIVE PRAIRIE	1	AC	\$ 4,000	\$ 4,000	DISTURBED AREAS OF EXISTING/ESTABLISHED PRAIRIE ONLY
civil	6.02		RESTORATION: BLANKET FOR SLOPED AREAS	5,000	SY	\$ 3	\$ 15,000	93K SF PROJECT AREA ESTIMATE. ASSUMES HALF OF DISTURBED AREA
staff?	6.04		SEEDING ESTABLISHMENT FOR FIRST YEAR	1	LS	\$ 6,000	\$ 6,000	EXTENDED LA WARRANTY: FERTILIZING, WATERING, MONITORING, RE-SEEDING AS NEEDED
			Subtotal				\$ 28,000	
	7. ELECTRICAL							
	7.01		ELECTRICAL - FEEDERS	1	LS	\$ 25,000	\$ 25,000	DEPENDS ON ELECTRICAL PROVIDER; FOR LIGHT AT PLEASURE RINK
	7.02		PED LIGHTS (SOLAR)	3	EA	\$ 5,000	\$ 15,000	SOLAR LIGHTS WITH POLE, FOOTING, FIXTURE
	7.03		FLOOD LIGHT (AT PLEASURE RINK)	1	EA	\$ 10,000	\$ 10,000	VERIFY COST; INCLUDES POLE, FIXTURE
			Subtotal				\$ 50,000	
	8. LANDSCAPE PLANTS							
	8.01		DECIDUOUS OVERSTORY TREES	50	EA	\$ -	\$ -	PLACEHOLDER UNTIL PLANTING PLAN IS COMPLETE; TREE TRUST TO COVER COST/INSTALLATION
	8.02		CONIFEROUS SCREENING TREES	50	EA	\$ -	\$ -	PLACEHOLDER UNTIL PLANTING PLAN IS COMPLETE; TREE TRUST TO COVER COST/INSTALLATION
	8.03		SHRUBS	20	EA	\$ 50	\$ 1,000	PLACEHOLDER UNTIL PLANTING PLAN IS COMPLETE
	8.04		PERENNIAL GRASSES / FORBS (ENTRY)	200	EA	\$ 30	\$ 6,000	PLACEHOLDER UNTIL PLANTING PLAN IS COMPLETE
			Subtotal				\$ 7,000	
	9. BASKETBALL COURT							
	9.01		BITUMINOUS COURT AND BASE	5,000	SF	\$ 5	\$ 25,000	
	9.02		STRIPING LINES	1	LS	\$ 3,000	\$ 3,000	
	9.03		HOOPS	2	EA	\$ 8,000	\$ 16,000	
	9.04		6FT CHAINLINK FENCING- OPTIONAL	85	LF	\$ 40	\$ 3,400	PLAYGROUND SIDE' OPTIONAL
	9.05		CONCRETE EDGER AROUND BITUMINOUS- OPTIONAL	300	LF	\$ 40	\$ 12,000	1' CONCRETE BAND; OPTIONAL
			Subtotal				\$ 59,400	
	10. PLAYGROUND							
	10.01		EQUIPMENT AND INSTALLATION	1	LS	\$ 140,000	\$ 140,000	ALLOWANCE
	10.02		SURFACE: ENGINEERED WOOD MULCH	190	CY	\$ 45	\$ 8,550	CONCRETE EDGER IN PAVEMENT SECTION
	10.03		SITE - BUILT ELEMENTS (NATURAL) OPTION	1	LS	\$ 20,000	\$ 20,000	ALLOWANCE OPTION
	10.04		PLAYGROUND EDGER	260	LF	\$ 40	\$ 10,400	THICKENED SIDEWALK
	12.01		BENCHES AT PLAYGROUND	4	EA	\$ 1,200	\$ 4,800	TO BE INCLUDED WITH PLAYGROUND EQUIPMENT/VENDOR PROVIDED
			Subtotal				\$ 183,750	
	11. BIKE SKILLS COURSE							
	11.01		WOOD STRUCTURES + DESIGN	4	EA	\$ 4,000	\$ 16,000	ENTRY LEVEL: PLACE IN YOUNGER KID AREA
	11.02		DIRT RAMPS	8	EA	\$ 1,200	\$ 9,600	IN WOODS
	11.03		2FT TRAIL IN WOODS - CLEARING, MIN BRUSH REMOVALS	1,600	LF	\$ 7	\$ 11,200	IN WOODS, MINIMAL DISTURBANCE; NEED TO UPDATE WITH MODIFIED LENGTH
	11.04		SIGNAGE	2	LS	\$ 1,500	\$ 3,000	SAFETY, LIABILITY, 'LEAVE NO TRACE' MESSAGE
			Subtotal				\$ 39,800	
	12. SITE FURNISHINGS, ETC.							
	12.01		BENCHES (BEYOND PLAYGROUND AREA)	4	EA		\$ -	TO BE ORDERED/INCLUDED WITH OPERATIONS\$ BUDGET
	12.02		BIKE RACKS	1	EA	\$ -	\$ -	TO BE ORDERED/INCLUDED WITH OPERATIONS\$ BUDGET
	12.03		PICNIC TABLES	4	EA		\$ -	TO BE ORDERED/INCLUDED WITH OPERATIONS\$ BUDGET
	12.04		ENTRY SIGN	1	EA	\$ 6,000	\$ 6,000	STAFF TO PROVIDE MORE SPECIFIC COST; BASED ON MONUMENT SIGN/IGH STANDARD
	12.05		TRASH/RECYCLING RECEPTACLE	2	EA	\$ -	\$ -	TO BE ORDERED/INCLUDED WITH OPERATIONS\$ BUDGET
	12.06		DOG WASTE RECEPTACLE	1	EA		\$ -	TO BE ORDERED/INCLUDED WITH OPERATIONS\$ BUDGET
			Subtotal				\$ 6,000	
			Subtotal				\$ 633,840	STORMWATER OPTION A
			Mobilization (10% of Const.)				\$ 63,384	MOBILIZATION, PERMIT, ETC
			Contingency (10% of Const.)				\$ 63,384	
			CONCEPT IMPROVEMENTS TOTAL				\$ 760,608	3/31/2021 TARGET? 720K

Preferred Concept 4/14/2021



NW Area
Neighborhood Park #1



0 75 150 300 Feet



bike skills course (beginners)



play lawn



pleasure rink



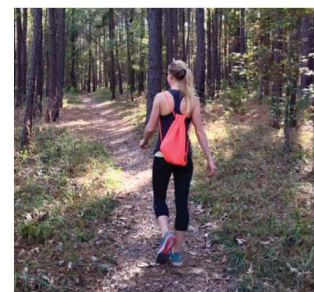
playground



basketball (full-court)



nature + adventure play



cleared, natural surface trail loop (shared use)



paved trail loop (shared use)



Northwest Area Neighborhood Park 4/14/2021

**Request for Council Action**

TITLE: Consider acknowledging receipt of Statements of Qualifications from six consulting firms, acceptance of Request for Proposal (RFP) for a Fire Department Services Evaluation, and authorize sending RFP to those firms.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	May 10, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Consider acknowledging receipt of Statements of Qualifications from six consulting firms, acceptance of Request for Proposal (RFP) for a Fire Department Services Evaluation, and authorize sending RFP to those firms.

SUMMARY:

At the April 12, 2021 City Council meeting, Council approved the Request for Qualifications (RFQ) for a Fire Department Service Evaluation. That RFQ was sent to eight different consulting firms. In addition, five more firms asked for copies. Six total firms replied by the deadline with their Statement of Qualifications: Flashpoint Strategies, Citygate Associates, AP Triton, Matrix Consulting Group, Fitch and Associates, and McGrath Consulting Group.

As part of the RFQ, it was stated that the number of submittals would be narrowed down and those with the highest scores would be invited to receive the Request for Proposal (RFP). The Interim City Administrator, Fire Chief, Assistant Fire Chief, and fire union President all used the same scoring tool to rate each submittal. Three firms with the top scores were selected to be sent the RFP. They include: Fitch and Associates of Platte City, MO, Citygate Associates of Folsom, CA, and Matrix Consulting Group of San Mateo, CA.

The Inver Grove Heights Fire Department (IGH FD) is issuing this RFP for a Fire Department Services Evaluation. With the nation-wide recruitment and retention issues for on-call/volunteer firefighters affecting the IGH FD, the decision was made to bring in an independent third party to conduct this

study. This evaluation will look at the present emergency services delivery and staffing model and make recommendations for future needs.

The RFP would expect to be issued May 11 with a return deadline of June 1, 2021. Once returned, a selection committee consisting of two Council Members, Interim City Administrator, Finance Director, Fire Chief, Assistant Fire Chief, fire Union Member, and an on-call/volunteer Firefighter would score the returned proposals, meet and make a recommendation to select one firm. If needed, firms may be invited to make a presentation on their proposals to the City Council, Public, and Fire Department before a final decision is made.

The estimated cost is expected to be in the area of \$50,000. Funding source for this evaluation will be from the General Fund, by way of a budget adjustment.

Staff recommends approval to send out the RFP to the three firms listed.

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

RESOLUTION NO. 2021-151

**RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR A FIRE DEPARTMENT
SERVICES STUDY AND AUTHORIZING RFP TO BE SENT TO IDENTIFIED FIRMS**

WHEREAS, on April 12, 2021, the City Council approved the issuance of a Request for Qualifications for a Fire Department Service Evaluation; and

WHEREAS, the Fire Department received 6 Statements of Qualifications; and

WHEREAS, the Fire Department evaluation committee reviewed all of the Statements of Qualifications and has identified three firms (Fitch and Associates, Matrix Consulting Group, and Citygate Associates) it recommends be sent the Request for Proposals for Fire Department Service Evaluation.

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

1. The Council approves the attached Request for Proposals for Fire Department Service Evaluation and directs that the same be sent to Fitch and Associates, Matrix Consulting Group, and Citygate Associates with a request for a responsive proposal.

Adopted by the City Council of Inver Grove Heights on this 10th day of May, 2021.

Ayes:

Nays:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

Request for Proposals
Fire Department Service Evaluation
For the City of Inver Grove Heights Fire Department
Due: 4:30 PM, June 1, 2021
City of Inver Grove Heights Fire Department
9200 Courthouse Blvd
Inver Grove Heights, MN 55077



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I. PURPOSE (INTRODUCTION)

The City of Inver Grove Heights issues this Request for Proposals to solicit responses from qualified consultants or consultant teams for services related to the development of a Fire Services Standards of Cover Analysis and Fire Department Service Evaluation for the City of Inver Grove Heights Fire Department.

II. DEFINITIONS

ADDENDA - Written instruments issued by the City prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) 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 Consultant covering the performance of the Project or Service. The contract documents consist of the RFP, submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Consultant.

CONSULTANT - The qualified Consultant/Vendor that is awarded the Contract to provide the Fire Department Service Evaluation for the City of Inver Grove Heights.

SERVICE - Provide a service evaluation for the Inver Grove Heights Fire Department.

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, corporation or other entity submitting a Proposal on items listed in the RFP and thereby agreeing to meet the terms and conditions of the RFP if awarded the contract.

RFP - This document, entitled "Request for Proposals, Fire Department Service Evaluation, for The City of Inver Grove Heights, MN," which includes all items listed therein.

III. GENERAL INFORMATION

A. Background

The City of Inver Grove Heights Fire Department is an all-risk fire protection department that provides fire, emergency medical, hazardous materials response and technical rescue services with a response area of 34 square miles, operating out

of 3 stations with 15 pieces of fire apparatus. The fire 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, emergency medical services, hazardous materials response, and technical rescue 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 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 in long term financial forecasting.

IV. INQUIRIES

It shall be the responsibility of the Proposer to inquire about any portion of the RFP 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 proposal or written correspondence. All questions concerning the RFP 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 at jthill@ighmn.gov.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFP. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days of Questions Cut-off. Inquiries and the City's response will be provided to all Consultants who acquired an RFP.

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 Consultants individually for the purpose of clarifying Proposals.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Consultants must return Confirmation of Receipt of Addenda with their proposals noting receipt of any addendums that may be issued.

V. PROJECTED TIMETABLE

Issue Request for Proposals: May 11, 2021

Questions in Writing Cutoff: May 25, 2021

Amendment/Addendum to RFP: May 28, 2021

Proposals Due: June 1, 2021

Evaluation of Proposals: June 2-8, 2021

City Council Award of Contract: June 14, 2021

Contract Negotiations: June 15-23, 2021

Contract Execution/Notice to Proceed: June 28, 2021

VI. 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 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:

1. 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.

2. Component B - Analysis and summary of the services provided by the Department.

Review and evaluation of calls for service demographics from an historical and live traffic perspective.

Review and evaluate operational staffing levels and distribution of resources.

Review and evaluate administration and support staffing levels.

Review Department performance goals, objectives, and measures.

3. Component C - Examine the effectiveness of 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.

4. 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, 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.

5. 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 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 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 and Live Traffic Performance Summary

6. 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 - Initial attack (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.

7. 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.

8. 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:

Selection and deployment of apparatus by type.

Service delivery recommendations, including; deployment of operational staffing.

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 an electronic copy of all material, of the written final report.

If the Department identifies the need, a formal presentation of the project report shall be made by Department and consultant team members to Fire and/or, 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).

VII. SUBMITTAL REQUIREMENTS

All Proposals shall be kept to a maximum sixteen (16) single-sided pages, in eleven (11) font size minimum, excluding the cover, title sheets, and dividers if used. Any pre-printed project sheets, resumes, or other marketing materials may be included as an appendix to each Proposal. However, material contained in appendices may not be reviewed or considered. The cover letter, appendices, and pages acknowledging the receipt of addenda and the statement of non-collusion do not count towards the sixteen (16) page limit. Proposals need not include elaborate brochures, expensive

bindings, etc.; however, legibility, clarity, conciseness, and completeness are essential.

The Proposals must include, at a minimum, and shall be organized according to the following outline:

A. Cover Letter: Summarizes the key elements of the Proposal and outlines why your firm should be selected for this Service. The cover letter should identify the name, title, address, phone number, and email address of the person who will represent the Consultant in matters regarding the Proposal's content.

B. Project Understanding and Approach: Describe your understanding of the Service to be provided, identify issues or areas of concern to be addressed by the Service, outline the overall objectives of the Service, and summarize your approach to fulfilling the scope of services and deliverables. 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. Include approach to the project that may include different interests of the stakeholders.

C. Scope of Work: Clearly outline the tasks needed to complete each deliverable of the work outlined above. Include all substantive tasks and milestones outlined in this RFP. Identify key team members and project deliverables for each section of the Scope of Work. Identify tasks and responsibilities, if any, that are expected to be provided by the City.

D. Project Schedule: Prepare a work task flow chart that illustrates chronologically the firm's intent to reach major project milestones.

E. Time/Cost Estimate: Prepare a spreadsheet outlining anticipated time and cost, including all tasks defined in Section VI - Scope of Services. This spreadsheet should include time and costs for key team members, including both anticipated hours and hourly rates. Prepare an hourly breakdown for each task for proposed services that identifies all reimbursable expenses, such as mileage and meetings, associated with this Proposal. The Proposal must include a total not-to-exceed amount for the Service.

F. Acknowledgement of Receipt of Addenda and Statement of Non-collusion: Include pages regarding the receipt of any addenda and the Statement of Non-collusion. See Section XIV and XV.

VIII. SUBMISSION OF PROPOSAL

Each Consultant shall submit one (1) electronic copy by email (Microsoft Word or Adobe Acrobat format preferred) of the Proposal not later than 4:30 PM, June 1,

2021. Any electronic copy of the Proposal shall be in put together into one (1) complete document in its entirety. Proposals shall be delivered by email to:

Judy Thill
jthill@ighmn.gov

A person who is authorized to legally bind the responding Consultant must sign the Proposal. The Consultant shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

It will be the sole responsibility of the Consultant to have its Proposal delivered to the City before the closing deadline. Late Proposals will not be considered and will be returned unopened to the Consultant.

Any Proposal may be withdrawn or modified prior to the scheduled deadline for submitting Proposals. After the submittal deadline, Consultants may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following that date.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City reserves the right to waive irregularities in the Proposal content or to request supplemental information from Consultants responding to this RFP.

The City is not responsible for any costs incurred by the responding Consultant in the preparation of the Proposal or for any other cost to the Consultant associated with responding to the 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 RFP does not obligate the City to award a contract or complete the service evaluation. The City reserves the right to cancel this RFP or to change its scope if it is considered to be in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP 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 Proposals.

Consultants may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. 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 RFP 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 RFP must be identified and fully explained in the submitted Proposal.

Any addenda to this RFP 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 Proposals.

IX. PROPOSAL EVALUATIONS (EVALUATION CRITERIA)

Proposals will be examined to eliminate those which are clearly non-responsive to the stated requirements of the RFP. Proposals will be reviewed and a recommendation of award made based on the Proposal most closely meeting the needs outlined in this RFP and providing the best value for the City. Proposals will be rated using a standardized process to assess suitability for the service evaluation based on the following criteria: Ability to offer realistic and cost-effective pricing in direct correlation to RFP requirements; Consultants understanding of the Service to be provided; Approach and detail to fulfilling the Scope of Services and deliverables; Approach to the project that may include different interests of the stakeholders; Clarity of implementation strategy; Effective and efficient use of project team to complete requirements; Reference check of recent similar work; and Firm's ability to meet required benchmarks in Scope of Services and complete the project in a timely fashion, with all deliverables provided to the City.

X. Contract Award

A. Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Consultant are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another vendor, or to reject all Proposals.

B. Contracting Ethics

1. No elected officials or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.

2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or elected officials person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The Consultant shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

XI. SELECTION PROCESS

The Proposal will be reviewed for completeness and the respondent's ability to meet all requirements set forth in this RFP. A panel consisting of representatives from the Fire Department, City Administration leadership, and City Council will review and evaluate all submittals received for experience. Interviews with any or all the respondents may be conducted at any time in this process at the sole discretion of the City.

XII. DISPOSITION OF RESPONSES

All materials submitted in response to this RFP 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 RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Consultant 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 RFP, the Consultant 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 RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Consultant to be proprietary or trade secret materials. Responses to this RFP 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 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.

XIV. CONFIRMATION OF RECEIPT OF ADDENDA

Addendum #	Date

I certify this Proposal complies with the RFP 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	

XV. STATEMENT OF NON-COLLUSION

The following statement shall be made as part of the Consultant's Proposal.

I affirm that I am the Consultant, a partner of the consulting Consultant, or an officer or employee of the Consultant's corporation with authority to sign on the Consultant'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 Proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City / State / Zip Code

Phone and Fax Numbers

Email Address