



Inver Grove Heights City Council
Monday, September 23, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to **12:00 p.m.** on Monday, September 23, 2024, will be provided to the Council at or before the September 23, 2024 meeting.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Agenda**
4. **Presentations**
5. **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. Approval of Minutes of the September 9, 2024, City Council Meeting
- B. Approval of Disbursements
- C. Personnel Actions
- D. Resolution Approving Joint Powers Agreement for Final Design of City Project No. 2023-09E - Argenta Trail Reconstruction
- E. Resolution Approving Joint Powers Agreement for Preliminary Design of City Project Nos. 2023-13 and 2024-14 - 70th Street Reconstruction and Lane Reduction
- F. Resolution Approving Amendment to the Final Design Contract for City Project No. 2023-08 - Babcock Trail Multi-Use Path Construction
- G. Resolutions Granting Conditional Use Permit and Approving PUD Development Plan Amendment, Improvement Agreement, and Related Documents for Daycare Facility Located at 7761 Amana Trail
- H. Approval of the Final Plat for the Plat of Archer Trail and Related Development Documents
- I. Resolution Adopting Written Reasons for Denial of Interim Use Permit (IUP) Application
- J. Resolutions Approving a Conditional Use Permit and Granting Variances for an Essential Service Use at 4682 Babcock Trail

- K. Exempt Gambling Permit for Ducks Unlimited
- L. Approval of Contract with Invoice Cloud for Payment Processing Services
- M. Resolution Approving Agreement with Legal Notification Services Inc. for 180-day Pilot Program of iSubpoena
- N. Authorization to Enter into Contract with Total Construction & Equipment, Inc. for Lighting Improvements at City Hall and Police Station
- O. Approval of 2025 Group Medical, Dental and Vision Insurance Plans and City Contribution Amounts
- P. Approval of Contract with Wellness That Fits for Fire Department Mental Wellness Services
- Q. Acceptance of Survey Proposals and Scope of Work from Alliant Engineering for City / EDA Owned Properties
- R. Memorandum of Understanding Modifying Allocation of Cable Franchise Fee Revenues

6. Public Hearing

7. Regular Business

- A. 3rd Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees and Approval of Summary Publication Resolution
- B. Consideration of Personnel Action
- C. Allocation of Remaining American Rescue Plan Act (ARPA) Dollars
- D. Comment Letter to the Metropolitan Council Regarding the Draft 2050 Comprehensive Plan System Statements
- E. CLOSED SESSION: Attorney-Client Privilege
- F. Consider Approval of Settlement Agreement with Weber, Inc.
- G. CLOSED SESSION: City Administrator Performance Evaluation

8. 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.

9. Mayor and Council Comments

10. Adjourn

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, September 9, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, September 9, 2024. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, T'Kach, Gliva and Scales; City Administrator Wilson, City Clerk Kiernan, Police Chief Chiodo, Parks & Recreation Director Lares, Public Works Director Connolly, City Engineer Merchlewicz, City Attorney Nason, Community Development Director Ziemer, Assistant City Planner Botten, Finance Director Hove, Commander Otis, Parks Superintendent Swoboda, and Code Enforcement Coordinator Tyson Rainey.

3. APPROVAL OF AGENDA:

Motion to approve agenda as published by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

4. PRESENTATIONS

5. CONSENT AGENDA:

- A.** Approval of Minutes of the August 12, 2024, City Council Meeting
- B.** Approval of Minutes of the August 26, 2024, City Council Meeting
- C.** Approval of Disbursements, **Resolution 2024-180**
- D.** Personnel Actions
- E.** Resolution Amending Position Classification Plan, **Resolution 2024-181**
- F.** Resolution Approving Local Road Improvement Program Grant Funding Assistance for City Project No. 2016-17 - 117th Street Reconstruction, **Resolution 2024-182**
- G.** First Amendment to the Final Design Contract for City Project No. 2016-17 - 117th Street Reconstruction, **Resolution 2024-183**
- H.** Declare Costs to be Assessed, Order Preparation of Proposed Assessments, and Call for Assessment Hearings for Pavement Management Projects 2024-09 D, F, G, H and I, **Resolutions 2024-184, 185, 186, 187, 188, 189, 190, 191, 192, & 193**
- I.** Resolution Setting Budget and Closing City Project No. 2019-09D - 64th Street Area Improvements, **Resolution 2024-194**
- J.** Resolution Setting Budget and Closing City Project No. 2019-09D - Bryant Lane Area Improvements, **Resolution 2024-195**
- K.** Resolution Setting Budget and Closing City Project No. 2021-01 - NWA Trunk Utility Improvements, **Resolution 2024-196**

- L.** Resolution Awarding Contract and Approving Budget for City Project No. 2024-09L – 2024 Ultra-Thin Bonded Wear Course (UTBWC), **Resolution 2024-197 & 2024-198**
- M.** Approval of Massage Therapist License
- N.** Authorization to Submit CVB Grant Application for 2025 Recovery Grant from Explore MN
- O.** Resolution Authorizing Easement Acquisitions for City Project No. 2023-08 – Babcock Trail Multi-Use Trail, **Resolution 2024-199**
- P.** Pipeline Crossing Agreements with UP Railroad for City Project No. 2016-17 – 117th Street Reconstruction
- Q.** Resolution Approving a Setback Variance for 10037 Barnes Trail, **Resolution 2024-200**
- R.** Resolution Accepting \$4,000 in Donations for Fire & Police Departments, **Resolution 2024-201**

Motion to approve consent agenda items 4A – R by Murphy, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

6. PUBLIC HEARING:

- A.** Consider a Variance from the Subdivision Ordinance to Allow Placement of a Shed in a City Drainage and Utility Easement at 7260 Bancroft Way

Assistant Planner Botten presented this item. The property is located along Bancroft Way, east of Babcock Trail and is zoned R1-C, single-family residential. There is a multi-family development behind the property owned by an association.

The request is for a variance from the Subdivision Ordinance to allow a shed in a city drainage and utility easement. To be approved by Council, an unusual hardship must be identified. This request complies with the setback requirements for R1C zoning, but the request is for the shed to be in the easement.

Site:

- 20’ drainage and utility easement along rear property
- 20’ easement used for a flow path for stormwater
- 30-inch storm sewer located in easement
- Shed is 8’ x 8’ (64 square feet)

The shed was originally behind the garage area, but the homeowners moved it back to create a garden space.

Staff recommends a denial of the request.

- City Code restricts placement of structures in D&U easements
- Creates potential obstruction of drainage in area
- Inhibits access to storm sewer pipe if maintenance is required
- Lack of demonstrated hardship

Assistant Planner Botten said they received comments from two neighboring property owners, and they are included in the packet.

Applicant Randy Markun - 7260 Bancroft Way - said the easement is the only flat area on the property and water can easily drain beneath the shed. The shed was very difficult to use where it was previously because of the incline.

Mayor Dietrich asked when the shed was moved.

Markun said they moved the shed in the spring of 2024.

Council Member Murphy asked if the water in the pictures was after a rainfall.

Markun said the water was from a slip and slide/pool.

Council Member Gliva asked if the shed could go anywhere else on the property.

Markun said everywhere else on the property is on an incline.

Public Comment:

Michael Bates - 7256 Bancroft Way - Presented support. Bates said there is drainage there, but it does not affect the property.

Ed Iago - 7152 Ballard Trail - said he represents the Lafayette Ridge homeowner's association. They oppose the shed because it would set a precedent and contaminate the pond.

Motion to close public hearing by T'Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Council Member Scales said he does not see a hardship and does not want to approve the request because it would set a precedent in the city for all of the other easements.

Council Member Gliva said she agrees with Council Member Scales and does not think it is a good idea to put anything on an easement.

Council Member T'Kach said she agreed with Scales and Gliva and asked if the owner could put the shed on stilts to level it and not require a permit.

Planner Botten said she would recommend asking the Building Inspections department.

Motion to Approve Denial Resolution #2024-202 for a Variance to allow placement of a shed within the rear yard drainage and utility easement of the property located at 7260 Bancroft Way by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR BUSINESS:

- A.** Police Department UAS (Unmanned Aerial Systems) Policy and Related Budget Amendment

Chief Chiodo and Investigator Malcolm presented this item. Chief Chiodo said state statute requires the police department to provide an opportunity for public comment before it purchases or uses an Unmanned Ariel System (UAS). At a minimum, they must accept public comments submitted electronically or by mail. They presented the UAS request at the City Council Work Session in August to decide how to receive public comment. They put the plan on the city website, social media, and the police department website. They had 28 comments received and have submitted them to the City Clerk.

Chief Chiodo said there has been a lot of thought and care in the process. Chief Chiodo has been in law enforcement for 28 years and with Inver Grove Heights Police department for six years. Throughout the 28 years she has worked in every area except S.W.A.T. Chief Chiodo said she chose Investigator Malcolm to be the drone coordinator for Inver Grove Heights. Investigator Malcolm will give history about his work experience with the Fourth Amendment and other areas that residents are concerned about. Chief Chiodo will review questions from the residents after the presentation.

Investigator Malcolm said he has been a police officer with Inver Grove Heights since 2017 where he has served as a patrol officer, a member of the crime scene team, an Explorer Advisor, a field training officer for new officers and most recently as an investigator. He is a general investigator and investigates everything from homicides to theft. Investigator Malcolm has a bachelor's degree in criminal justice from Metropolitan State University and a master's degree in criminal justice leadership from Concordia University. Investigator Malcolm said he understands the concerns of residents regarding their 4th Amendment Right against unreasonable searches and seizures and takes it very seriously.

What UASs will be used for:

- Search and rescue
- Disaster relief
- Locating fleeing suspects
- Crime scene documentation
- Officer and public safety concerns

Investigator Malcolm said the UAS will help them capture a large outdoor scene and be able to present it to a jury. The UAS will also help when they are searching a building where there is a potential armed assailant. The option currently is to put an officer or the canine at risk.

What UASs will not be used for:

- Spying on citizens
- Conduction searches of private areas of property or residences without emergency circumstances, or a search warrant issued by a judge
- Equipped with weapons or munitions

The plan includes using two different types of UASs. The larger is about the size of the podium. The smaller UAS fits in the palm of your hand and is intended to be used for training and indoor deployments.

Proposed Policy:

- Purpose and Scope: The purpose of this policy is to establish guidelines for use of an unmanned aerial system (UAS) and for the storage, retrieval, and dissemination of images and data captured by the UAS (Minn. Stat. § 626.19).
- Definitions: Definitions related to this policy include:
 - Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft (commonly referred to as an unmanned aerial vehicle (UAV), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).
- Policy: A UAS may be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FM) regulations.

Investigator Malcolm said in addition to training from the FAA as program coordinator, he will ensure any member of the police department selected for the UAS team has a strong understanding of the 4th Amendment and reasonable methods to avoid unintentional recording of private properties.

- Privacy: The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FM altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers should take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example deactivating or turning imaging devices away from such areas or persons during UAS operations.\
- Program Coordinator: The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and have the following additional responsibilities:
 - Coordinating the FM Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FM Part 107 Remote Pilot Certificate, as appropriate for department operations.
 - Ensuring that all authorized operators and required observers have completed all required FM and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
 - Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
 - Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements.

Electronic trails, including encryption, authenticity certificates, and date and time stamping shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.

- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Preparing and submitting the required annual report to the Commissioner of Public Safety (Minn. Stat. § 626.19).
- Reviewing the program and UAS use for compliance with Minn. Stat. § 626.19.
- Facilitating law enforcement access to images and data captured by the UAS.
- Developing protocols for reviewing and approving requests for use of the Department UAS by government entities (Minn. Stat. § 626.19).
- Recommending program enhancements, particularly regarding safety and information security.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.
- Posting the Department policies and procedures regarding the use of a UAV on the department website, as applicable (Minn. Stat. § 626.19).

Mayor Dietrich asked for an example a situation where they may make policy better and run up the chain of command.

Investigator Malcolm said he does not have a great example because they have the program set up to the best of their ability. It would be something that they would recognize as a shortcoming such as having too many pilots or not enough pilots or a potential change to the platform.

Use of UAS:

- Only authorized operators who have completed the required training shall be permitted to operate the UAS.
- Use of vision enhancement technology (e.g., thermal, and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest, when in compliance with a search warrant or court order, or when there is an applicable exemption to the warrant requirement. In all other instances, legal counsel should be consulted.
- UAS operations should only be conducted consistent with FM regulations.
- Shall not be used without a search warrant, except:
 - During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person.
 - Over a public event where there is a heightened risk to the safety of participants or bystanders.
 - To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.

- To prevent loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
- To conduct a threat assessment in anticipation of a specific event.
- To collect information from a public area if there is a reasonable suspicion of criminal activity.
- To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
- Over a public area for officer training or public relations purposes.
- For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and the proposed period of use.

Investigator Malcolm said this summer law enforcement had knowledge of town festivals becoming violent due to a specific group of juveniles starting fights and assaulting people. This is an instance a UAV that could be utilized over a public event. A peaceful demonstration would not fall under this provision.

Each pilot is required to have a monthly flight to maintain efficiency. An example of a request from a government entity would be the Public Works department requesting assistance to survey the water tower for damage or a promotional video for another department.

Prohibited Use:

- The UAS video surveillance equipment shall not be used:
 - To conduct random surveillance activities.
 - To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
 - To harass, intimidate, or discriminate against any individual or group.
 - To conduct personal business of any type.
- The UAS shall not be weaponized (Minn. Stat. § 626.19).

Additional Prohibitions:

- Unless authorized by a warrant, a UAS shall not be deployed with facial recognition or biometric matching technology (Minn. Stat. § 626.19).
 - IGH Police Department does not currently use facial recognition or biometric matching technology.
- Unless authorized by a warrant or for purposes of permitted use outlined in this policy, a UAS shall not be used to collect data on public protests or demonstrations (Minn. Stat. § 626.19).

Retention of UAS Data:

- The Office of the Support Services Supervisor, shall ensure that data collected by the UAS is disclosed or deleted as required by Minn. Stat. § 626.19, including the deletion of collected data as soon as possible, and in no event later than seven days after collection, unless the data is part of an active criminal investigation (Minn. Stat. § 626.19).

Investigator Malcolm said if the data is part of an ongoing investigation it will fall under the retention period based on the type of investigation, either seven years or permanent. One question residents have is how they will know if the UAS has been used against them or if they are the subject of a UAS. The public is notified within 90 days of the data being captured or in cases where there is a search warrant to conduct pre-surveillance in anticipation of a search warrant, they would be notified with the search warrant is executed, whichever is sooner.

Chief Chiodo said most of the questions from the community fit into nine questions.

1. Why do we need a drone?
2. What is the cost to implement (including purchasing and training)?
3. Will the drone operator be licensed and qualified by the FAA?
4. Will there be notification to property owners for use on their property?
5. Will a search warrant be used when flying on private property?
6. Will this technology replace officers?
7. What are "other" government entities?
8. What if the drone is misused?
9. Why can't you use Dakota County Sheriffs UAS program?

Chief Chiodo said Burnsville does not have a UAS system right now. If they had one in February when their officers and fire fighter were shot, they could have sent used the UAS instead of sending a people. They also have lost children situations, and a particular concern are small children that live with autism and are attracted to water. They now have to call another city or the county to ask to use their UAS. If they have a drone in the department and a drone operator present, it would be 60 seconds to have the drone up in the air.

Drone operators will be licensed and qualified by the FAA.

When they patrol the Inver Grove Heights parade, they want to ensure that there is an officer at every intersections so traffic cannot come through. Right now, they are sending one person to every single corner to visually check. With a drone, they could have it in the air to check that they have individuals at each intersection for protection.

The police department has used the Dakota County Sheriffs UAS but using their UAS works best for planned events. In emergency situations they would prefer to use their own tools instead of rely on another agency.

Chief Chiodo said people said they do not want the UAS to replace officers. This will not replace officers; they will have their officers in place. This is to help to see situations from the air. They have homicides and car accidents that can stretch over a number of blocks and an aerial view can help.

The UAS can be utilized by other departments in the Inver Grove Heights government. This will not be used for requests from ICE, Homeland Security, the FBI, etc. The UAS is for their internal city use.

Mayor Dietrich asked how quickly a drone could be deployed.

Chief Chiodo said they are planning for six drone operators, one for each of their four teams, one for the investigation's unit during the day and one with their SRG team that is there in the evening. It would be 60 seconds from the time the drone operator arrives on the scene.

Agencies Using Drones:

- DCSO Program has 5 drones, 15 operators for 10 years
- Inver Grove Heights Fire Department
- Eagan Police Department
- MN State Patrol
- MN Bureau of Criminal Apprehension
- 99+ LE Agencies in Minnesota and growing

Chief Chiodo said the DSCO used their drones over the Inver Grove Heights parade this year. The fire department has different restrictions that law enforcement has when it comes to drones. They are not able to cross utilize a UAS.

Required Documentation:

- Documentation: Each use of a UAS should be properly documented by providing the following (Minn. Stat. § 626.19):
 - A unique case number
 - A factual basis for the use of a UAS
 - The applicable exception, unless a warrant was obtained

Chief Chiodo said they have to fill out a report every year for the BCA. They have to include each date it was used and the reason for an exception if there was no warrant. The report is put out in June of every year and is available to the public. The cost for Dakota County Sheriff's Department to maintain their UAS in 2023 was \$18,000 and they used their drone 74 times without a search warrant. The report breaks down the uses by exception. The Police Department's policies for UAS are already published on their website and the report will be published there also.

The top four uses for using a drone without a search warrant have remained the same since the information started being gathered in 2019.

2023 State Drone Use Report:

- 4,236 - LE usage without a search warrant
- Code 8 (1,986) - were used for training or public relations
 - Most were training events
- Code 1 (1,031) - emergency situations that involved risk of death or bodily harm, searching for missing people and documenting crime scenes
- Code 7 (603) - To collect information for crash reconstruction purposes after serious or deadly collisions occurring on public roads
- Code 6 (398) - Collect information from a public area where there is a reasonable suspicions of criminal activity

Requesting Use:

- Developing uniform protocols for submission and evaluation requests made during ongoing or emerging incidents. Deployment of UAS shall require written authorization of the Chief of Police or authorized designee, depending on the type of mission.
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).

Notification/Protocols:

- Developing operations protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Implementing a system for public notification of UAS deployment.

Officer Accountability:

IGH P/P 320 Code of Conduct

- Misuse of police powers; search warrants. Administrative subpoenas, credit checks etc.
 - Baseline Discipline = Termination
- Garrity violations; perjury; falsify official documents or reports
 - Baseline Discipline = Termination
- Minnesota Statute 360.75 (Misdemeanor)
 - Operating any aircraft in such a manner to indicate either a willful or wanton disregard for the safety of persons or property.
- IGH P/P 100.4 Constitutional Requirements
 - All members shall observe and comply with every person's clearly established rights under the United States and Minnesota Constitutions.
- IGH P/P 102.1 Oath of Office
 - Officers of this department are sworn to uphold the federal and state constitutions and to enforce federal, state, and local laws.
- IGH P/P 311.2 Search and Seizure
 - It is the policy of the Inver Grove Heights Police Department to respect the fundamental privacy rights of individuals.
 - Members of this department will conduct searches in strict observance of the constitutional rights of persons being searched.
 - All seizures by this department will comply with relevant federal and state law governing the seizure of persons and property.
- IGH P/P 311.6 Search Warrants
 - Search warrants are obtained by application to the court.
 - (a) Any officer may make application to the court for a search warrant.
 - (b) Application shall be prepared and presented to a judge for review and signing pursuant to all applicable laws and procedures.

- (c) Officers preparing a search warrant shall take all reasonable steps to confirm and corroborate probable cause contained in the search warrant application.

Program Costs:

- Team of 6 Operators
- Operators/Pilots receive no extra compensation
- Training is free for operators
- Initial License Exam \$175, free re-licensure ever 2 years after
- Initial Drone Purchase, Data Storage/License Fees
 - \$15,000, use of one-time public safety dollars
- Yearly cost moving forward for Storage/User Licenses
 - \$3,400

Community Suggestions:

- Conduct a trial period/evaluation period
- Share use statistics/information with the community
- Use the County UAS program

Chief Chiodo said they evaluate any new tool that they implement. The police department will likely look at a 60-day, 90-day and 1-year review to see where they can improve. They will work with the communications department and IT to have the statistics and information published on their website. The public can look up crime in neighborhoods throughout Inver Grove Heights at any time on their website. Using the County's UAS system is not practical in an emergency situation.

Recap of Events:

- Council work Session on August 5th
- Publicized on City Website and Police Social Media
- Q&A September 5th at Inver Glen Library
- State statute 626.19 requires the police department to accept public comment electronically, or by mail or in person
- To date 28 electronic responses
- The police department is asking for Council to approve a budget amendment of \$15,000 from Fund 102 to the Police Machinery and Equipment Fund

Mayor Dietrich thanked Chief Chiodo for being proactive with community outreach.

Council Member Murphy asked if the seven day deletion requirement applied to unintentional video and how do they verify it was deleted.

Investigator Malcolm said unintentional recordings do need to be deleted within seven days. He is working with two of the commanders that oversee the evidence storage platform on a system that will code it a certain way for auto deletion. As Program Coordinator it will be Investigator Malcolm and a support services supervisor's job to ensure that the video has been deleted.

Chief Chiodo said it is similar to what they do with their body camera footage.

Council Member Murphy asked if there are any neighboring cities that are using UAS.

Chief Chiodo said Burnsville is looking at it but waiting to see what happens in Inver Grove Heights.

Investigator Malcolm said Inver Grove Heights will be the third law enforcement department in the county to use UAS. Dakota County Sheriff's office and the Eagan Police Department are the other agencies currently using UAS.

Chief Chiodo said someone included articles in the comment they sent. There was some factual information but also some incorrect information. The articles said Burnsville had zero uses of their UAS, but Burnsville does not have drones.

Council Member Murphy said the article says a city used a drone a certain amount of times without a warrant. The wording seemed misleading because the instances the city used them without a warrant were all included in the nine exceptions.

Chief Chiodo said she looked it up because she was curious about it. The article said Plymouth used their UAS 231 times without a warrant but 189 of the times were for training.

Council Member T'Kach said a lot of people are concerned about the 4th Amendment rights and asked if the UAS program could be discontinued by Council if people were not comfortable with it.

Chief Chiodo said they are not asking approval from the Council to have the program. State statute requires them to accept public comment.

Administrator Wilson said state statute gives the chief of a law enforcement agency the ability to put a program in place as long as they have met the requirements of having a written policy and allowing an opportunity for public comment. Council could give direction but there is not a formal vote of the Council.

Council Member T'Kach asked if they needed a search warrant for public events where there may be a heightened risk and how do they determine what a heightened risk is.

Chief Chiodo said a heightened risk to safety at a public event is on the list of items that they do not need to obtain a search warrant for. Every day they use their professional experience to determine if something is an emergency. There is not a list of select criteria because it varies from city to city and event to event. It is reasonable to use their professional experience and knowledge to make the decisions. It does not have to be a terroristic threat but if there is a public safety need, they could use the UAS. They also receive intelligence from groups that work from the state that monitor chatter.

Council Member T'Kach said she wants to support this but also wants to make sure that people in the community are comfortable and said there were two or three drones at the fireworks.

Chief Chiodo said the drones were not the police department since they are not authorized to use them until after they have received public comment. They may have belonged to the police department or Dakota County Sheriffs.

Council Member T'Kach asked if people can have drones in the city and if there would be confusion between a privately owned drones and the police department drones.

Chief Chiodo said people can own drones and they will put the police department's drone usage on the website. If their drone is being used in someone's backyard as part of a criminal investigation they will be notified within 90 days.

Investigator Malcolm said he participated in a vehicle pursuit where the vehicle crashed, and the driver fled. They tracked the driver using a canine through people's yards and realized he had entered a resident's garage. They entered the garage to apprehend the suspect. They are not typically going into someone's house with the drone. The community has the trust in the police department to go into people's houses to apprehend a suspect and he asks that the community have the trust in them to not abuse their powers with the UAS.

Council Member T'Kach asked how long the UAS would last without having to be replaced.

Investigator Malcolm said five to seven years. It is technology based so it will also depend on if the company continues to update the technology on older models as new models are introduced.

Council Member T'Kach asked if they would be willing to do another community meeting if there was a request from the community.

Chief Chiodo said the policy will be posted on the website. Residents could come to the police station and talk to her or the person running the program.

Mayor Dietrich said it would be a great addition to the police citizens' academy.

Council Member T'Kach asked if there would be opportunity for the public to contact the police department if they had additional questions.

Chief Chiodo said yes, they could contact them by email, phone or stop by the police department with any questions.

Council Member Scales said drones are being used everywhere and many other departments and cities have them. The difference is the police department has more rules for when they can use them that others do not. This is just informing Council and the public what they will be using it for.

Chief Chiodo said that was correct.

Council Member Gliva asked if the community would be notified if the police department was going to use the drone at a public event.

Chief Chiodo said they can notify the community for pre-planned events that are not criminal in nature.

Mayor Dietrich said the UAS is a great tool to keep the community safe and she supports the police department's discretion when making decisions.

Public Comment:

Rachel Tallarini - 2430 96th St. E - asked for clarification on what other government entities may petition to use the UAS.

Investigator Malcolm said the requests would be from organizations within the city such as the Public Works department. There would not be requests from federal organizations.

Council Member T'Kach asked if it would be allowed to let a neighboring city use their drones.

Investigator Malcolm said yes, it would be under their mutual aid agreement. If they had an operator and the available resources, they would assist.

Council Member Scales said it is a necessary tool, but it is new and scary. It is a resident and officer safety issue. He would like to see the use statistics on the website if possible.

Motion to accept Comments into record by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

Motion to Approve Resolution 2024-203 approving budget amendment of \$15,000 for the public safety small equipment fund by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

B. Adoption of Preliminary 2025 Budgets & Tax Levies for Taxes Payable 2025

Finance Director Hove presented this item. The first draft of the General Fund Budgets and Tax Levy discussion was at the July 15 Work Session. During the August 5 Work Session, they discussed the Debt Service Levies and budgets, the Economic Development Authority Budget, the Host Community Fund Budget, The Pavement Management Fund Budgets, and the Internal Service Fund Budget. At the August 26 Council Meeting, City Administrator Wilson provided recommendations and a review of the General Fund Budget and Tax Levy.

Council Actions Needed:

- Adopt Citywide Preliminary Tax Levy
 - Council is required to pass a preliminary levy by September 30 each year; when the final levy is adopted in December, it may be lower but cannot be higher than the preliminary levy. Proposed tax notices mailed to residents in November will be based on the approved preliminary levy.
- Adopt Special Taxing District Preliminary Levies
- Adopt Preliminary General Fund Budget

- Set the date, time, and place for statutorily required public meeting on the City's proposed budget and levy
 - Scheduled for the December Work Session

2025 Budget Recap - Base Assumptions - with adjustments:

- 3% Wage Increase, plus steps increases for all full-time staff as negotiated with various employee unions
- 6.2% average increase in the City's costs for employee insurance (across the City's 3 plans)
 - Originally budgeted at 10%
- 5% increase to Pavement Management levy funding
- 5% increase to Parks Capital Replacement levy funding
- 5% increase to EDA levy funding

Adjustments from the first draft:

- Implement a smaller increase to the Fire Department's Central Equipment allocation than originally shown.

2024	2025 - 1 st Draft	2025 - Modified
\$856,200	\$1,482,800	\$1,382,800

- Based on updated inflationary recommendations from equipment vendors
 - Allows for better phase-in of increases for future capital costs
- Assume a 50% decrease (\$50,000) to Town Square cable franchise revenue to all for future consideration of an adjusted 2025 revenue share plan.
 - Originally budgeted for \$100,000 in revenue

Use of Fund Balance:

- General Fund - 2025 is the first year to start spending down the previous year's savings from Fire SAFER Savings Plans (\$525,000)
- From one-time Public Safety Aid
 - \$11,250 for Police Department badge updates and new honor guard uniforms
 - \$331,600 to cover phase-in of 3 new police officers
- Debt Funds - continue to utilize Closed Bond Funds in lieu of levy for 2020A Refunding Bonds (\$177,250)
- City Facilities
 - Use fund balance for ongoing capital needs (\$188,500)
 - Plus: use \$45,000 for Police Department building updates (2025 = Year 2)
- Technology Fund - utilize \$75,000 for Fire Station \$2 AV updates

Expenditure Budgets by Function

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change

General Government	\$ 3,359,700	\$ 3,456,511	\$ 96,811	2.88%
Police	11,846,756	12,679,169	832,413	7.03%
Fire	6,464,364	6,777,629	313,265	4.85%
Public Works	4,956,955	5,035,595	78,640	1.59%
Parks & Recreation	3,566,235	3,647,160	80,925	2.27%
Community Dev.	2,259,475	2,302,500	43,025	1.90%
Transfers Out	484,515	771,240	286,725	59.18%
Subtotal	\$32,938,000	\$34,669,804	\$1,731,804	
Tax Abatement	182,880	183,300	420	
Total	\$33,120,880	\$34,853,104	\$1,732,224	

Director Hove said one of the resolutions is for Council to approve the preliminary General Fund budget amount of \$34,853,104.

New Staff Positions Included in Preliminary Levy and Budget (4FTE's)

- Police Department - 3 additional police officers
 - 5-year phased approach like SAFER savings plan, using Police's share of one-time public safety dollars
 - 2025 levy impact of \$82,900
- Fire Department - 1 additional FT firefighter
 - 2025 levy impact of \$132,300
 - Additional firefighters could be considered if the City is awarded a new SAFER grant
 - Otherwise, future years would consider adding 1 FT firefighter/year in years 2026 & 2027
- Additional \$30,000 spread across all departments for additional hours, position reclasses, intern

Fire Department	Police Department
4 new staff in 2019 (3 FT Captains + 1 Inspector)	Minus 2 staff in 2019 (1 officer, 1 support staff)
0 new staff in 2020	1 new staff in 2020 (1 officer)
0 new staff in 2021	1 new staff in 2021 (1 officer)
9 new staff in 2022 (3FT Lts. + 6 FT FF - grant funded)	4 new staff in 2022 (2 officers, 1 Sgt., 1 support staff)
0 new staff in 2023	2 new staff in 2023 (2 officers)
1 new staff in 2024 (Assistant Chief - Operations)	0 new staff in 24
14 new FT staff positions over 6 years	Net gain of 6 new staff over 6 years

Proposed Use of One-Time Public Safety Aid

	2025	2026	2027	2028	2029	Total
Cost of 3 Officers	\$414,500	\$435,225	\$456,986	\$479,836	\$503,827	\$2,290,374

Levy	\$82,900	\$174,090	\$274,192	\$383,868	\$503,827	\$1,418,878
State Aid	\$331,600	\$261,135	\$182,795	\$95,967	\$0	\$871,497
	20%/80%	40%/60%	60%/40%	80%/20%	100%/0%	

Director Hove said the cost of the three officers would be 100% levy supported in 2029.

What is Funded in the General Fund?

What's Included	What's Not Included
Administration & Mayor/Council	Community Center Funds*
City Clerk & Elections	Debt Service Funds*
Communications	Host Community Fund
Finance	
Community Development	Golf Course
Planning	Utilities (Water, Sewer, Storm)
Inspections	Convention & Visitor's Bureau
Police	
Fire	* these are not part of the General Fund, but they are levy-supported Funds
Engineering	
Streets & Street Lighting	
Parks & Recreation	
Transfers - to EDA & Parks Capital	

Expenditure Budgets by Function

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Total	\$33,120,880	\$34,853,104	\$1,732,224	

Transfers Out - procedural change to reporting for Parks Capital Replacement

	2024 Approved Budget	2025 Proposed Budget	\$ Difference
EDA	\$ 169,515	\$ 177,990	\$ 8,475
Parks Capital Replacement	\$ 315,000	\$ 593,250	\$ 278,250
Total Transfers Out	\$ 484,515	\$ 771,240	\$ 286,725

Director Hove said in prior years the city also made a transfer from the Pavement Management fund for paved surfaces within parks. For 2025, staff is recommending combining these into one transfer for improved simplicity and transparency.

Council Member T’Kach asked if the EDA funding is for consultants and studies and not land purchase.

Director Hove said the EDA fund is more of an operating fund. It will pay for consultants or studies and there is funding for a full time staff member. This funding allows the EDA have flexibility to either hire a full time staff person or continue with a consultant. It does not give enough to buy property.

Council Member T’Kach asked if the EDA has levy authority.

Director Hove said EDAs have levy authority, but the Inver Grove Heights has not set it up. Council can decide they would like the EDA to have levy authority and there are legal steps that they have to follow.

Council Member T’Kach asked how long the process would take.

Administrator Wilson said it would take most of a year and if Council would like to add an EDA levy for 2026, they should give staff direction within the next few months. The EDA levy comes from the same taxpayers as the city’s levy but would be identified as an EDA levy on taxpayers’ tax statements.

Council Member T’Kach asked if Host Community Funds could be moved into the EDA fund.

Administrator Wilson said Host Community funds can be used as Council directs.

Citywide Tax Levy Calculation

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Fund Subtotal	\$ 32,938,000	\$ 34,669,804	\$ 1,731,804	2.88%
Minus Other Revenues	-5,966,897	-6,120,729	-153,832	2.58%
Amount Levied for General Fund Activities	\$ 26,971,103	\$ 28,549,075	\$ 1,577,962	5.85%
General Fund-Tax Abatement	182,880	183,300	420	0.23%
Debt Levy	2,542,411	2,547,632	5,221	0.21%
Pavement Management Levy	3,045,000	2,934,750	(110,250)	-3.62%
Total Levy	\$32,741,394	\$34,214,757	\$1,473,363	4.50%

Tax Abatement Tax Levy

Annual abatement is based on the new value added to the city’s tax base under The Crossings project. City taxes related to that new value are “abated” or paid back to the developer.

- 2023 was the first year of this abatement (\$33,000 estimate) – due to fact that only a portion of the new project’s market value was “online”
- 2024 estimated at \$182,880 – after 2024, these payments should stabilize as the only “new value” will be due to any appreciation of the existing property
- 2025 estimated at \$183,300
- Abatement runs for ten years or less
- Maximum abatement is \$1.6 million
- Abatement is considered a separate “levy” each year

Debt Tax Levies

Bond Issuance	2022 Budget	2023 Budget	2024 Budget	2025 Budget
Street-Related Debt				
2015A G.O. Bonds	635,669	637,301	633,210	634,055
2016A G.O. Bonds	695,874	718,134	718,292	723,227
2017B G.O. Bonds	263,211	263,125	262,882	267,731
2020A G.O. Bonds*	177,250	177,250	177,250	177,250
Use of Closed Bond Fund	-177,250	-177,250	-177,250	-177,250
Fire station Debt				
2018A G.O. Bonds	737,977	739,289	739,552	733,514
2019A G.O. Bonds	176,585	187,635	188,475	189,105
Total	\$2,519,316	\$2,545,484	\$2,542,411	\$2,547,632

Pavement Management Tax Levy

	2024 Adopted	2025 Proposed	% Change
Tax Levy	\$ 3,045,750	\$ 2,934,750	
Transfer out for Parks Pavement	-250,000	0	
Levy without Parks Capital Transfer	\$ 2,795,750	\$ 2,934,750	+5%

Citywide Tax Levy Calculation

	2024 Approved Budget	2025 Proposed Budget	\$ Difference	% Change
General Fund Subtotal	\$ 32,938,000	\$ 34,669,804	\$ 1,731,804	2.88%
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Pavement Management Levy	3,045,000	2,934,750	(110,250)	-3.62%
Total Levy	\$32,741,394	\$34,214,757	\$1,473,363	4.50%

Director Hove said the General Fund Levy, Tax Abatement Levy, Debt Levy and Pavement Management Levy equals a levy amount of \$32,214,747 and is a 4.50% increase over 2024.

Impact of 4.50% Citywide Tax Levy Increase on Median Valued Residential Property (\$349,500)

Proposed Citywide 2025 Tax Levy	\$ 34,214,757
Levy Increase (%)	4.50%
Tax Rate	50.932
Change in Tax Rate	1.60%
2025 Median Valued Property*	\$ 349,500
Annual change in City Taxes (for \$349,500 median property)	\$68,77

*In 2024, the median valued property was \$341,950

Director Hove said the tax rate does change over the years depending on citywide market values and fiscal disparities but typically stays in the 48 to 52 range. The tax rate is subject to change until the county finalizes the numbers in the spring.

Comparison - Dakota County Cities

City	Preliminary Rate (estimated)
Apple Valley	13.76%
Burnsville	7.06%
Eagan	8.20%
Farmington	7.54%
Hastings	7.50%
Inver Grove Heights	4.50%
Lakeville	12.05%
Rosemount	10.90%
South St. Paul	9.06%
West St. Paul	7.22%
Average	8.77%

Eagan's tax rate includes 3% related to the Parks/Facilities Bond and Rosemount has gradual increase between 2024 and 2027 for debt service on new building and the tax rate was 6.90% prior to the increase.

Director Hove said these are preliminary numbers, but Inver Grove Heights has the lowest tax rate compared to the other Dakota County cities.

Council Member T'Kach asked if they are anticipating a significant increase in the tax rate next year because they are significantly lower than the other cities and if staff thinks they have the savings needed for future projects and needs.

Director Hove said staff has not presented the utility budgets yet but those are not funded by a tax levy. There will be future building needs for the central maintenance facility and would

likely involve some debt. This is a unique year and staff feel they can continue to provide the services needed and even increase some staffing with this rate.

Administrator Wilson said the biggest need coming will be to figure out a properly sized central maintenance facility for the community. The Fire Station on Upper 55th Street is also a significant challenge. They do not have enough planning done to make a recommendation on a budget. The challenges they have are not imminent and require additional development and research.

Council Member T’Kach said she thinks 4.5% is great but does not want residents to be shocked with a 12 - 15% levy increase because we forgot to budget now for something big we know will be coming in the future. Director Hove said everything is included in the budget.

Council Member Scales said 12 - 15% is a scary number and is not based on anything.

Director Hove said cities are setting a maximum right now and she expects some of the rates will lower as they are finalized.

Approval Needed:

- Adopt Citywide Preliminary Tax Levy
 - Council is required to pass a preliminary levy by September 30 each year; when the final levy is adopted in December, it may be lower but cannot be higher than the preliminary levy
- Special Taxing District Preliminary Levies – Storm Water Special Taxing District Levy
 - Established under MN Statute 444
 - Used to fund trunk storm sewer improvements installed in conjunction with the 70th Street East Reconstruction Project from Cahill Avenue to Concord Boulevard (City Project 2001-02)
 - Babcock trail
 - South Grove
 - 70th Street
 - Contains approximately 3,000 parcels)
 - 10-Year Term (2018-2019)
 - Annual levy of \$79,394
- Adopt Preliminary General Fund Budget
- Set the date, time, and place for statutorily required public meeting on the City’s proposed budget and levy
 - Monday, December 2, 2024 at 6 p.m.
 - Council Chambers – 8150 Barbara Avenue, Inver Grove Heights

Director Hove said the resolutions can be approved in one motion or Council can do separate motions.

Motion to approve Resolution 2024-204 adopting proposed citywide tax levies for payable 2025, approve Resolution 2024-205 adopting proposed storm water special taxing district tax levies payable for 2025, approve Resolution 2024-206 adopting the

preliminary general fund 2025 budget, approve Resolution 2024-207 setting the date, time, and location for the public budget discussion by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

C. Interim Use Permit to Allow a Park-and-Ride Facility at 6588 / 660 Cahill Avenue

Assistant Planner Botten presented this item. The property is located on the east side of Cahill Avenue and is in the B-4 zoning district for shopping centers. The site is developed and includes three buildings and a lot of parking area.

The applicant is requesting an Interim Use Permit (IUP) for a park, sleep, and fly facility at 6588/6600 Cahill Avenue.

Interim Use Permits (IUP):

- Does not fit strict application of Zoning Code
- Uses have merit for an intermediary period of time.
- Temporary use of a property until a specific date, occurrence of a particular event, or until change of zoning regulations.

Background - Existing IUP:

Inver Grove Hospitality/AmericInn

- Location: AMC Movie Theater, 5861 Blaine Avenue
- Term: First issued May 2018 for five-years; and a one-time 1.5 year extension
- Facility: 250 parking spaces
- Expiration: January 10, 2025
- Other:
 - Proposed location is a multi-tenant site.
 - Parking minimums are met within the front or side of existing businesses.
 - Property is not proposed to be fenced, but would include security cameras.

Assistant Planner Botten said the applicant is requesting a five-year IUP. The Dollar Tree, Aldi, the Post Office, and other smaller stores are located on the site. There is no proposed fence but as a condition of approval they are required to have a guard post with 24 hour in-person surveillance starting by April of 2025. The security footage has to be kept for at least two weeks, and they have to be in communication with the police department. The police department will need a contact with the people working directly at the site in case there are any issues.

The Planning Commission recommended approval of the IUP for five years with the conditions presented in the Resolution. Staff supports the recommendation from the Planning Commission but added additional language to the wording of the expiration of the IUP. The language permits the five-year but includes additional language that states if the park-and-ride would terminate for three months or more, the IUP would expire. If there is a

change in ownership of the property, change in zoning regulations or if the property were subdivided, the IUP would become void.

The request requires a 4/5th vote from Council and staff has not heard from any of the surrounding property owners.

Council Member Scales asked if the reason there is would be no fence was for emergency services to have access.

Assistant Planner Botten said yes, they will not have a fence so emergency services can access the area if needed and the owners of the property have said that they do not want a fence.

Council Member Scales asked if it would be a problem if someone was visiting a business on the property and parked in the space.

Assistant Planner Botten said the city would not be monitoring it and the applicant may be able to provide more information.

Council Member Murphy asked if staff has any history of how long temporary use permits historically last. If this is approved, it would be 12 years from the first IUP.

Assistant Planner Botten said all of the IUPs approved in the past have been for different types of use and different periods of time. There is no consistent timeframe there have been IUPs with longer timeframes. Each request is looked at differently.

Council Member Murphy asked if they would look to change the code to include a temporary use in the code.

Assistant Planner Botten said Council could consider updating the code. In this case, the area has redevelopment potential so Council may not want to change the code to include a park-and-fly.

Council Member Gliva asked what would happen to the IUP if the zoning of the property changed.

Assistant Planner Botten said the current property is a commercial shopping center and is likely not to be rezoned. If it were rezoned the IUP would become void.

Council Member Gliva asked if there would be a situation where they would not want to have an IUP.

Assistant Planner Botten said the code is written that it is an allowed interim use in the B-3 or B-4 districts. If the zoning were to change the comprehensive plan would need to be changed to match the zoning.

Mayor Dietrich asked if Council had discretion on the timeframe.

Assistant Planner Botten said yes, the Council can determine the timeframe.

Council Member T'Kach asked if there is a minimum timeframe an IUP holder would have to move their property if the zoning were changed.

Assistant Planner Botten said they would be eligible for a one-time extension to allow them time to find a new site.

Council Member T'Kach asked to confirm if the property sold in three years, the IUP would be expired but the applicant could request a one-time extension.

Assistant Planner Botten said yes, if the property sold prior to the IUP expiring, the IUP would be void upon the sale of the property and the applicant could request a one-time extension.

Administrator Wilson said the difference between an Interim Use Permit (IUP) and a Conditional Use Permit (CUP) is a CUP runs with the land indefinitely and survives a change of ownership. CUPs are also grandfathered in if there is a zoning change. An IUP can end after a certain timeframe, a sale of a property and it is not grandfathered in if a future Council does a rezoning. Council sees CUPs more commonly than IUP.

Owner Ali Hasan said they do not operate a traditional park-and-fly. They operate as a park, sleep, and fly and all of their guests stay at their hotel. There were concerns about security at their current property and there are concerns about the new property. They have had a handful of security issues since they have been there. There were two more serious incidents. One of the incidents was a stolen car, but it was a domestic situation. The other incident was a car was damaged from a gunshot, but the gunshot was not on their property.

They originally suggested a fence, but the owner of the lot did not agree. They are currently planning to have security cameras and 24/7 security. The new property is behind a line of trees and a building so it would not be as much of an eyesore as the current location. There was a concern of commercial vehicles parking in the area, but they were not guests of the hotel. They were truckers who had parked there to sleep. They have a sizeable business and support from the Conventions Visitor Bureau CVB and the hotel's General Manager Evelyn Sanchez is part of the CVB.

General Manager Evelyn Sanchez said the business supports 12 jobs, seven full-time positions and five part-time positions. The director of CVB Lily Miller wrote a letter on their behalf.

Hasan said the other businesses in the area support the park, sleep, and fly because it brings more people into the community. They currently have three full-time and three part-time drivers and one full-time and one part-time security guard. The new property will add an additional four security guards. They had a request to have their vehicles only use the back road to get to the parking lot and they have agreed to that.

Sanchez said when a guest comes in, they fill out a form with car, make, model, plate number and owner's phone number. Each guest is assigned a number and security checks the numbers. If they have an unauthorized vehicle in the lot, they will contact the police department.

Hasan said they do not move cars to the lot until late in the evening. If other cars are parked in the area late into the evening, they are not concerned. They are concerned if there are unregistered vehicles there at 2 a.m. because the local businesses would be closed at that time.

Council Member T’Kach asked if there would be signage for the area they will be using.

Hasan said the Planning Commission requested signage. They will also have security cameras and there will be signage saying “this area is monitored by surveillance” but he does not think they would need signage saying it was only for AmericInn use. It would not be an issue if someone parked there overnight. They had one guest of Holiday Inn that used their current lot. They caught it but did not do anything and he got his car.

Council Member T’Kach said she wanted to make sure that people were not getting towed because they accidentally parked in their lot.

Hasan said they only tow they had to do was because of a broken down vehicle.

Hasan said they do not own the lot and there is a condition that ends the IUP if there is an ownership change. He asked if the change of ownership was referring to them as the business owners or change of ownership of the property.

Attorney Nason said as it is structured now, a change to ownership of the property that would terminate the IUP.

Hasan asked if it could be changed as sale of the property would be outside of their control.

Attorney Nason said it would be the Council’s decision if they want to consider an approval with the original conditions or an approval with some or all of the additional conditions.

Mayor Dietrich said it is the City’s intent to encourage economic growth and this area could be redeveloped for retail.

Hasan said they have had discussions with the property owner, Gator, and they said they had it for sale but have since removed it and put up for lease signs. Gator told them that they had the spoken with a developer two years prior about a potential apartment building.

Hasan said there are some items they have to add items to the property to make it usable and if the IUP is approved for a shorter period of time it may not be worth it for them. Their lease with Gator is for five years.

Council Member T’Kach asked if the applicant sold the business would the IUP be voided.

Attorney Nason said as it is written the IUP would be voided if the property owner sold the property. Council could amend the verbiage to say if the business were sold the IUP would be terminated.

Council Member Gliva asked if anyone has talked to the businesses where the park-and-fly is located.

Hasan said they have discussed this with the business owners. Their original map had 220 spaces and the only business to have an issue with it was Aldi because they have some larger trucks that need to be able to get in the area. They amended their map to 192 parking spaces.

Council Member Gliva asked if there were any concerns with a large parking lot in general.

Hasan said all of the conversations have been through Gator. Gator seemed happy with the idea because the added presence of a security guard would do more good than harm.

Council Member Gliva said she is concerned that there is no fence and there is a school nearby where kids would be going back and forth. There may be some current issues with people loitering. She is concerned that the guard station would not be active until April.

Hasan said engaging with Gator took much longer than expected. The original plan was to have the guard station up when the contract started but due to time constraints, they will not be able to have it built in time. They have a vehicle marked as security with a siren on top and they will use that until they get the guard station built.

Council Member Gliva said economic development is on Council's short list and is concerned with having a large parking lot in the middle of the city.

Hasan said the shuttle will lead the cars to the parking lot at the top of the hour between 6 and 10 p.m. and when guests are returning, the shuttle will take them to their car, and they will exit. There will be no massive amounts of people going in and out. Most guests prefer to keep their car until the evening to visit restaurants in the area. The only two lots that were large enough, zoned correctly and close enough to the property are Aldi's lot and the AMC movie theater's lot. The lot next door needs significant development and is not a viable option by January. The CVB supports this and the lot itself maintains 12 jobs.

Mayor Dietrich asked what the difference was between a park-and-fly and a park, sleep, and fly.

Hasan said this has always been a park, sleep, and fly. It is only for guests that stay at the hotel. The majority of the time guests will check into the hotel for a night and have an early flight in the morning. The guests' cars will remain in the lot until they return from their trip. All of the people using the lot stay at the hotel for one or two nights.

Assistant Planner Botten said there could be some confusion because the language in the code for the IUP listed approvals in the B-3, B-4 and P districts for park and ride facilities such as short-term parking and park and fly lots. If they had the operation on the AmericInn property they would not need the IUP. Since it is not on their property, they need an IUP. The correct term is a park and ride facility, but it could also mean a park, sleep and fly, a park-and-ride or short-term parking.

Mayor Dietrich asked if a park-and-fly would be permitted.

Assistant Planner Botten said yes, they use a park and ride facility as a general term.

Hasan said they have never allowed a regular park-and-fly because it does not benefit them. The cost of taking someone to the airport is not worth allowing just parking.

Council Member Murphy said he is concerned with there not being a fence and asked how many rooms there are in the hotel.

Hasan said they have 82 rooms.

Council Member Murphy asked if they were requesting 192 spaces because they are doubling up on the rooms until somebody comes back.

Hasan says a guest will come and stay at the hotel and typically leave their car there for about a week. They would not have enough spaces in their parking lot to have guests staying at the hotel and their guests that have left for their trip.

Council Member Murphy asked how it would work if a guest showed up at the parking lot late and has to get on the shuttle to the airport.

Hasan said the guest has to check in at the front desk. The guard in the guard shack will only be doing security, they will not be checking guests in and out. Guests stay at the hotel before their trip 80% of the time. They will have use of their car until the evening when the shuttle leads them to the parking lot at a specific time. The shuttle will return them to the hotel to sleep for the evening and take them to the airport the next morning. They do have 5-10% of guests that stay at their hotel at the end of their trip. They will park at the hotel property and the shuttle will take them to the airport. Their car would remain on the hotel property for the duration of their trip since it is a minor occurrence.

Council Member Murphy asked how many parking spaces they have at the hotel.

Hasan said they share a parking lot with Applebee's, but it is 75-80. Applebee's has never had an issue with their guests using a few parking spaces of theirs and they also have no issue with Applebee's guests using their parking spaces.

Council Member Murphy asked if the five-year term would be a deal-breaker.

Hasan said it is not, but the park, sleep and fly is very important to their business. The amount of traffic in Inver Grove Heights is not sustainable without this. Their agreement with AMC was for 220 spaces. Most of the winter the lot is full, but it quiets down in the summer. The winter months help the business be sustainable. It also brings more business for the neighboring hotels who operate smaller park, sleep, and fly programs. An IUP for two or three years would be worth it but the end of the IUP would put the viability of the business in jeopardy. The park, sleep and fly option generate about one third of their revenue.

Sanchez said one of the reasons the CVB approves of this program is that it brings in people from neighboring states and even Canada that would not normally come to Inver Grove Heights. They stay at their hotel and visit the local businesses.

Hasan said he was aware there were issues with the previous owner that they were unaware of at the last meeting. He tried to address as many concerns from that meeting as he could. The program supports 12 jobs on its own and it is bringing business to the area.

Council Member Scales asked if the police department provided any information on the area.

Assistant Planner Botten said they sent a drawing of the request and the additional conditions that were included in the resolution. They commented on what was presented but not if there are any security issues on the property currently.

Council Member Murphy asked how a five-year term of an IUP does not prevent them from approving redevelopment on the property.

Community Development Director Ziemer said an IUP is associated with the owner of the property and not the land. There is some risk to the user of the property making investments to the property knowing that at some point in time they may not be able to continue that use into the future. If the owner of the property decides to sell the IUP is terminated. The new owner could apply for an IUP but if Council decides they would want a different long-term use in the area, the IUP application can be denied. There is a five-year timeframe given but there are other aspects such as ceasing the operation of the park and ride, or the lease expires the IUP is void. It preserves the City's ability to look at its use as a temporary use. Council can continue to entertain development, but it would ultimately be up to the property owner to sell the land.

Mayor Dietrich said the police department recommended having at least two weeks of memory storage for security footage because there is a potential for increased public safety calls. She would want the staffed guard building would be operable by January 11, 2025. Mayor Dietrich has concerns with the length of the contract because she does not know how it will affect the area in terms of crime.

Mayor Dietrich asked if a condition could be added requiring the business to be current on taxes and fees.

Attorney Nason said they can change the dates and the start. They typically see language in licensing stating that they must be current on taxes. If they want to require taxes and fees be current it would apply to the property owner Gator.

Mayor Dietrich said she would like to hear from the current tenants and the police department before moving a Resolution forward.

Council Member T'Kach said she was supportive of the application and did not realize park, sleep and fly was an available product. She researched and saw a lot of hotels offer this type of product and thinks they are protected with the conditions. She does not know if having a security building constructed by January is feasible. If there were redevelopment going on in the area it does take some time. They were asked to move from their original area because there had been some proposals for retail, and nothing has happened yet.

Council Member Scales said redevelopment is important, but the area used to be an enclosed mall, and the back lot was never used. There are current calls to the police department for activity happening there now and he thinks this will help decrease that. It is a temporary use and he does not have an issue with the five year term. At AMC they gave a shorter term because development was coming, and they do not currently have any development plans. He would not want it as permanent, but it is ok as temporary. There are more positives than negatives.

Council Member T'Kach said she reviewed the community crime map and there are no reported crimes in the area, but she is not sure what the date range is.

Motion to approve Resolution 2024-208 approving an interim use permit to allow a park-and-ride facility to be operated at 6600/6588 Cahill Ave by T’Kach, second by Scales.

Ayes: 2

Nays: 3 (Dietrich, Gliva, and Murphy) Motion failed.

Mayor Dietrich said the reason for her denial is if they cannot make money because they cannot obtain an additional parking lot they may need to change the scope of their business. Mayor Dietrich would also want to have further input from the police chief.

Council Member Gliva said she was not comfortable putting the business without a fence, near a school and without hearing from the other businesses could create a safety issue.

Council Member Murphy said he was uncomfortable with the length of the IUP and the ability to request another year. He is also uncomfortable that there is no fence planned.

Attorney Nason asked the Council Members that voted against approval if they had any additional reasons related to health, safety, or welfare that they would like on the record. Attorney Nason will prepare a written Resolution that includes the reasons for denial and articulates the facts from the Council and it will be brought back before the Council during the next meeting.

Mayor Dietrich said she wanted to clarify that the business needs to have at least enough parking spaces for the rooms they have to sell.

Council Member T’Kach asked when the applicant could return with a new application.

Assistant Planner Botten said the applicant could request a reconsideration of the application at the next meeting.

Attorney Nason said there was no language in the IUP section that would inhibit reapplication.

D. 3rd Reading of Ordinance Amending City Code Related to the Sale of Tobacco and Nicotine Products

Commander Otis presented this item.

Background:

- Prior to 2024, Dakota County previously issued licenses for the sale of tobacco and nicotine products and delivery devices and conducted compliance checks.
- In 2023, the City adopted an ordinance and took over the licensing of tobacco products in 2024.
- The 2024 compliance checks were completed, and the police department has requested clarifying revisions to existing code language.

City Code Revisions:

#1. License Denial, Suspension, or Revocation

- Knowing there is no suspension, or revocation is contemplated for first violation.
- Existing language in 4-12-5: Basis for Denial, Suspension or Revocation of License and 4-12-10: Administrative Penalties for Violations have some discrepancies.
- Proposed language change clarifies that there is no mandatory suspension or revocation of a license upon a violation, although Council always has discretion to impose greater penalties for any violation.

4-12-5: Basis for Denial, Suspension, or Revocation of License:

- A. The following ~~shall~~ may be grounds for denying the issuance or renewal of a license or suspending or revoking any license issued under this chapter:
- B. Except as may otherwise be provided by law, the existence of any particular ground for denial, revocation or suspension does not mean that the City must deny revoke, or suspend the license. If a license is mistakenly issued or renewed it shall be revoked upon the discovery that the person was ineligible for the license under this Chapter.

#2. Administrative Penalties for Violations

For this section, there are seven revision areas.

1. Clarifies that in addition to financial penalties or license suspension or revocation, the City Council may add reasonable conditions to a license as a result of violation
 - No one under 21 allowed to sell licensed products
 - Additional training requirements
2. Further clarifies that each violation of a license is a separate violation of the terms of the license
 - They cannot move from a first violation to a second violation without a previous violation within 36 months of that ordinance
3. Requires that all license holders implement seller training upon a license violation
 - Similar to alcohol server training requirements
4. Clarifies that the City Council will be holding hearings related to license violations
5. Removes non-criminal penalty section
 - Police issuing a petty misdemeanor citation to sellers over 21 years of age.
 - Administrative penalty process for the business.
 - Consistent with other compliance checks outlined in ordinances.
6. Language updates for consistence
 - Changed business to licensed retail establishment
 - Changed server to seller
7. The addition of recently passed statutory language that requires the imposition of additional penalties for license violations in certain circumstances.

Commander Otis said there was a typo in the ordinance:

Notwithstanding the foregoing, pursuant to Minnesota Statutes, Section 461.12 subd. 1a.2a. a licensee's authority to sell licensed products must be suspended for not less than seven (7) days and may be revoked if the licensee:

Commander Otis said Council is requested to approve the third reading of the ordinance with the typo correction and approve the summary publication resolution.

Council Member T'Kach asked if there are some places that sell tobacco that are not licensed retail establishments.

Attorney Nason said the terminology in the beginning of the ordinance refers to a licensed retail establishment. They changed business to licensed retail establishment for consistency. If a business is not a licensed retail establishment, it is illegal to sell the tobacco products.

There were no additional comments received for this item.

Motion to approve third and final reading of an Ordinance 1483 Amending City Code Related to the Sale of Tobacco and Nicotine Products and approve Resolution 2024-209 Summary Publication by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

E. 2nd Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees

Attorney Nason presented this item and Parks Superintendent Swoboda and Code Enforcement Coordinator Rainey were present to answer questions.

Background:

- City Code currently declares certain diseased trees to constitute a public nuisance and authorizes their abatement
- Unlike the general public nuisance abatement section (Title 5, Chapter 9), the diseased tree abatement section (Title 5, Chapter 8) does not provide for the appeal of an abatement order
- Staff are requesting the Council consider amending the City Code related to diseased and hazardous trees to clarify certain definitions as well as the abatement procedures for diseased and hazardous trees

Attorney Nason said the revision of this code started because a compliance order was issued to a property owner and the property owner wanted to appeal the order.

Objectives of the Ordinance:

1. Clarify that diseased and hazardous trees and wood constitute a public nuisance under the City's general public nuisance section (Title 5, Chapter 9)
2. Define hazardous trees to include hazardous trees as a public nuisance
3. Provide that abatement of diseased trees and hazardous wood and trees is to follow the process provided in Title 5, Chapter 9

#1. Clarify that Dead, Diseased, and Hazardous Trees that Constitute a Public Nuisance under Chapter 8 Also Constitute a Public Nuisance Under Chapter 9

Section One. Amendment. Title 5, Chapter 9, Section 2 of the Inver Grove Heights City Code is hereby amended to include the following language:

- T. Diseased trees, hazardous trees, or hazardous wood which constitute a public nuisance under section 5-8-4 of this code.

#2. Define a Hazardous Tree and Declare Them to be a Public Nuisance Under Chapter 8

Section Two. Amendment. Title 5, Chapter 8, Section 4 of the Inver Grove Heights City Code is hereby amended as follows. The new language is show underlined:

5-8-4: Nuisances Declared and Prohibited

- A. Nuisances Declared: The following items are hereby declared to be public nuisances, ~~when found within the control zones between April 1 and September 15:~~
1. Any hazardous tree. A hazardous tree is defined as a tree which has structural defects in the roots, stem, and/or branches that are likely to cause the tree or tree part to fall, and such fall could cause property damage or personal injury.
 - Ordinance clarifies the definition of a diseased tree
 2. Any diseased tree. A diseased tree shall mean any of the following when found with the control zones between April 1 and September 15:

Attorney Nason said staff has only been able to find one Resolution establishing a control zone from 2019 and it declares the entire city to be the control zone. To answer the question from the last meeting, for Emerald ash borer purposes, the entire city is a control zone.

- Ordinance clarifies the definition of a hazardous wood

Hazardous wood is the wood from one of these trees in the control zone.

#3: Clarify Language in Section 5-8-6 Related to Abatement

- Add a reference to "diseased or hazardous trees" to Section 5-8-6, along with hazardous wood
- Amended the section related to abatement of trees to clarify that the abatement process found in Section 5-9-6 shall be followed.

Additional Information:

- Diseased trees are only subject to abatement if they are:
 1. Located in a control zone; and
 2. Between April 1 and September 15
- Hazardous wood is only subject to abatement if it is:
 1. Located in a control zone; and
 2. Between April 1 and September 15
- Hazardous trees are subject to abatement at any time
- Per resolution 19-75, the entire city is a control zone for EAB purposes

Council Member Murphy asked if this applied to city-owned land.

Attorney Nason said yes, it does not reference privately owned land.

Council Member Scales said they have residents that own a lot of acres with ash trees in the middle of the acreage and if the tree falls it will not hurt anything. He asked if this would require those residents to remove those trees and if it could potentially be 100 trees. He does not want to force residents to pay a large amount of money to remove trees that will not hurt anything if they fall.

Attorney Nason said if the tree is not likely to cause harm to a person or property, it is not considered a hazardous tree. As the code is written, if the tree is diseased, it is subject to abatement.

Council Member Murphy asked if changing the definition of a control zone would address Council Member Scales concerns.

Attorney Nason said yes, it would.

Administrator Wilson said nothing about this ordinance changes the control zone. This ordinance gives residents a way to appeal an abatement notice where they do not have that option now. This amendment is taking a step in the right direction by allowing an appeal.

Council Member Scales asked if code enforcement intended to go into the large properties.

Superintendent Swoboda said they are not looking for hundreds of trees in private backyards. They are mostly taking phone calls from residents are for hazardous trees that have the potential to harm people or property. They should be looking at the entire urban forestry to help control emerald ash borer, but they do not have the resources.

Council Member Scales said he appreciates that they are not going into these large lots and asked if taking down a tree with emerald ash borer is necessary or has the spread of it already stopped.

Superintendent Swoboda said a tree can get emerald ash borer one year, but it takes three to five years to kill the tree. There are treatments for emerald ash borer, but it has to be caught early. The City also has thousands of trees that they are trying to deal with.

Council Member T'Kach asked they could start a program where they have a list of contractors that the City works with that would help with tree removal and if it could be charged on a per hour basis. She also asked if the abatements could be added to the property taxes.

Code Enforcement Coordinator Rainey said if the abatement is not paid, it will be added to the property taxes. There are no grants to help pay for tree removal.

Superintendent Swoboda said he often provides lists of tree removal companies that the City uses. Many of the private trees are in backyards and take much more work to be removed, increasing the cost.

Council Member T'Kach asked if there was a way to set a standard pricing with contractors.

Superintendent Swoboda said every tree is different depending on how big it is and how dead it is. A lot of these trees are getting to the point where contractors do not want to touch them.

Mayor Dietrich asked if Superintendent Swoboda or Coordinator Rainey had any opinion on the updates to the ordinance.

Both Swoboda and Rainey said they were ok with the updates.

Council Member T'Kach asked how long someone has to remove a tree.

Coordinator Rainey said the code allows for 14 days to remove a diseased tree. It is not a long time to get a service to come and remove the tree. Residents can contact them to let them know they are working on finding a contractor, they will work with residents.

Council Member T'Kach asked if there was a preference between burning, chipping, or removing the wood.

Superintendent Swoboda said any option would be ok.

Council Member T'Kach said she was concerned about the wind if they were trying to burn an entire tree.

Chief Swoboda said depending on the size of the fire they would need to acquire a burning permit.

Coordinator Rainey said the ordinance does not clarify a timeframe for diseased trees, so he has been staying consistent with hazardous trees and advising 14 days.

Council Member Scales said diseased and hazardous trees should be taken care of. He does not want to be heavy handed and go into properties with hundreds of trees and he is happy with adding the appeal process.

Motion to approve second reading of an Ordinance amending IGH City Code Title 5, Chapters 8 & 9 related to abatement of diseased and hazardous trees by Scales, second by Murphy.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

8. PUBLIC COMMENT:

9. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich thanked everyone for a fantastic week of Inver Grove Heights days.

Council Member Murphy said it was a great event with a lot of residents attending.

Council Member Scales said he agreed and said there were more people and more excitement this year than the last. He thanked emergency services for assisting a family

member in need. Lieutenant Wegner, firefighter Bryant and recruit firefighter Foss went above and beyond with communications and even put away some groceries.

10.ADJOURN:

Motion to Adjourn at 9:40 p.m. by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons



Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of September 4 – 17, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of September 4 – 17, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$543,066.88
Special Revenue	160,685.84
Debt Service	-
Capital Projects	517,409.48
Enterprise	282,470.19
Internal Service	443,350.00
Escrows	18,201.55
Total - All Funds	\$1,965,183.94

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution 9.23.2024
2. Disbursements Listing (9.4.2024 - 9.17.2024)

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

RESOLUTION NO. 2024-210

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF September 4,
2024 - September 17, 2024.**

WHEREAS, a detailed listing of disbursements for the period of September 4, 2024 - September 17, 2024 was presented to council for approval.

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

Fund Type	Amount
General Fund	\$543,066.88
Special Revenue	160,685.84
Debt Service	-
Capital Projects	517,409.48
Enterprise	282,470.19
Internal Service	443,350.00
Escrows	18,201.55
Total - All Funds	\$1,965,183.94

Approved by the City of Inver Grove Heights, Minnesota this 23rd day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
BJORKLUND COMPENSATION ...	00004661	09/05/2024	Job evaluation	101.1120.000.5310	150.00
EARL F ANDERSEN INC	0137189-IN	09/05/2024	Safety Sign Materials	101.3200.000.5125	340.50
EARL F ANDERSEN INC	0137259-IN	09/05/2024	No parking signs	101.3200.000.5125	115.00
GALLS LLC	028675723	09/05/2024	Shirts and pants for officer De...	101.2000.000.5175	352.62
LOCAL GOVERNMENT INFOR...	038005	09/05/2024	S/A Software & Web Host	101.1800.000.5395	5,204.00
LOCAL GOVERNMENT INFOR...	038005	09/05/2024	logis quarterly mobiles fee	101.2000.000.5395	8,656.00
LOCAL GOVERNMENT INFOR...	038005	09/05/2024	logis quarterly mobiles fee	101.2200.000.5395	821.00
LANGUAGE LINE SERVICES	11362227	09/05/2024	Interpretation Services 7.2024	101.2000.000.5310	578.81
SCHLOMKA'S VAC TRUCK SERV..	14095	09/05/2024	River flood pump rental	101.3200.000.5430	8,627.50
UNIFIRST CORPORATION	1410081696	09/05/2024	Uniforms Streets	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410081696	09/05/2024	Uniforms Parks	101.4200.000.5175	22.00
UNIFIRST CORPORATION	1410083267	09/05/2024	Uniforms Streets	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410083267	09/05/2024	Uniforms Parks	101.4200.000.5175	22.00
UNIFIRST CORPORATION	1410084828	09/05/2024	Uniforms Streets	101.3200.000.5175	52.21
UNIFIRST CORPORATION	1410084828	09/05/2024	Uniforms Parks	101.4200.000.5175	22.00
FIRST IMPRESSION GROUP	157963B	09/05/2024	Postage for mailing to residen...	101.4200.000.5325	168.64
FIRST IMPRESSION GROUP	157963B	09/05/2024	NWA parks grand opening pos...	101.4200.000.5333	410.00
CULLIGAN	157985524824X083124	09/05/2024	Rich Valley bottled water	101.4200.000.5190	27.00
CULLIGAN	157985524824X083124	09/05/2024	bottled water svc	101.4200.000.5430	11.30
FIRST IMPRESSION GROUP	158398B	09/05/2024	Summer special events postca...	101.4300.459.5333	190.00
FIRST IMPRESSION GROUP	159193B	09/05/2024	Coffee mugs for commissioners	101.1100.000.5190	606.25
FIRST IMPRESSION GROUP	159575B	09/05/2024	Coin award nomination invites	101.1300.000.5333	340.00
WENDELL'S INC	214510	09/05/2024	Medals & awards for NDTA gr...	101.2200.424.5190	674.69
OKER INVESTMENTS	228744949	09/05/2024	Junk Removal at 6535 Dawn ...	101.5000.000.5310	364.00
BLOOMINGTON SECURITY SO...	237682	09/05/2024	Repairs to Oakwood door	101.4200.000.5400	288.00
DAKOTA TREE	2635	09/05/2024	Contracted Tree Maintenance	101.3200.000.5310	6,375.00
M & J SERVICES, LLC	2980	09/05/2024	Concrete pad installation	101.4200.000.5400	1,200.00
M & J SERVICES, LLC	2981	09/05/2024	Curb section replacement	101.3200.000.5415	1,250.00
VERIFIED HOLDINGS, LLC	356135	09/05/2024	Pre-employment physicals	101.1120.000.5310	1,200.25
SAFE ASSURE CONSULTANTS	3623	09/05/2024	Forklift Certification Safety Tra...	101.3200.000.5340	960.00
FAITH APPELQUIST	6335	09/05/2024	8.2024 arborist visit to River R...	101.4200.000.5310	600.00
AMAZING ATHLETES	796020	09/05/2024	Contracted sports with Amazi...	101.4300.454.5310	1,470.00
SOMIC	8/23/2024	09/05/2024	Planning App Refund-Base Fee	101.5100.000.4312	250.00
SOMIC	8/23/2024	09/05/2024	Planning App Refund-Abstract...	101.5100.000.4312	52.00
RENEWAL BY ANDERSON	8/26/2024	09/05/2024	Refund permit #PRBD202400...	101.0000.000.2207	1.00
RENEWAL BY ANDERSON	8/26/2024	09/05/2024	Refund permit #PRBD202400...	101.5200.000.4184	236.00
DOUGLAS JOSEPH JAKACKI	8/28/2024	09/05/2024	Umpire payment for adult sof...	101.4300.455.5310	34.00
LINDH, KEVIN	8/30/2024	09/05/2024	Balloon artist for IGH Days Kid...	101.4300.453.5310	732.00
KAREN D. BISTODEAU	8/30/2024	09/05/2024	Face Painter for IGH Days	101.4300.453.5310	480.00
G BOLTZ BOLTON	8/30/2024	09/05/2024	Inflatables and laser tag for I...	101.4300.453.5310	500.00
MN LIFE INSURANCE CO	88006651-00	09/05/2024	8.2024 Premium	101.0000.000.2022	4,256.05
XCEL ENERGY	892002427	09/05/2024	Vista Pines original billing	101.4200.000.5355	40.54
DAVID BESSASON	9/2/2024	09/05/2024	K9 Training class	101.2000.421.4670	6,240.00
POTTERS INDUSTRIES LLC	91435069	09/05/2024	Traffic Marking Paint Materials	101.3200.000.5125	1,560.00
GRAINGER	9232569047	09/05/2024	sign supplies	101.3200.000.5125	3.57
GRAINGER	9232569054	09/05/2024	sign supplies	101.3200.000.5125	125.38
GRAINGER	9232569062	09/05/2024	Fuel hatchet kit, battery pack ...	101.3200.000.5160	294.00
JASON THOMAS CARDINAL	IGH24-3	09/05/2024	Pre Employment Background...	101.2000.000.5310	1,170.00
PRECISE MRM	IN200-1050637	09/05/2024	GPS Data for 11 trucks	101.3200.000.5310	110.00
SAFE-FAST, INC.	INV295717	09/05/2024	High Visibility Vests	101.3200.000.5175	301.70
NEWMAN SIGNS INC	TRFINV056070	09/05/2024	Sign Supplies	101.3200.000.5125	807.72
ICMA RETIREMENT TRUST - 4...	INV0200487	09/06/2024	457 -AGE <49	101.0000.000.2038	4,160.38
ICMA RETIREMENT TRUST - 4...	INV0200488	09/06/2024	457 -AGE <49 %	101.0000.000.2038	10,137.68

Expense Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 4...	INV0200489	09/06/2024	457 -AGE 50+	101.0000.000.2038	7,747.30
ICMA RETIREMENT TRUST - 4...	INV0200490	09/06/2024	457 PLAN -AGE 50+ %	101.0000.000.2038	1,051.08
ICMA RETIREMENT TRUST - 4...	INV0200491	09/06/2024	457 - ROTH AGE <50	101.0000.000.2038	550.00
ICMA RETIREMENT TRUST - 4...	INV0200492	09/06/2024	457 - ROTH AGE <50 %	101.0000.000.2038	1,425.11
ICMA RETIREMENT TRUST - 4...	INV0200493	09/06/2024	457 - ROTH AGE 50+	101.0000.000.2038	20.00
AFSCME COUNCIL 5	INV0200494	09/06/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	884.70
AFSCME COUNCIL 5	INV0200495	09/06/2024	UNION DUES (AFSCME FULL S...	101.0000.000.2041	44.24
MINNESOTA DEPARTMENT OF...	INV0200496	09/06/2024	CASE #001570640001	101.0000.000.2220	342.87
TEXAS STATE DISBURSEMENT...	INV0200497	09/06/2024	CASE #0012022247	101.0000.000.2220	230.77
MINNESOTA DEPARTMENT OF...	INV0200498	09/06/2024	CASE #001490481201	101.0000.000.2220	357.72
MINNESOTA DEPARTMENT OF...	INV0200499	09/06/2024	CASE #000115468905	101.0000.000.2220	69.22
MINNESOTA DEPARTMENT OF...	INV0200500	09/06/2024	CASE #001563363401	101.0000.000.2220	426.85
WI SCTF (WI SUPPORT COLLEC...	INV0200501	09/06/2024	PARTICIPANT ID#0004986316	101.0000.000.2220	433.06
LELS	INV0200502	09/06/2024	UNION DUES (LELS LIEUTENA...	101.0000.000.2041	282.00
MEDSURETY ACH ONLY	INV0200503	09/06/2024	HSA ELECTION-FAMILY	101.0000.000.2031	4,599.87
MEDSURETY ACH ONLY	INV0200504	09/06/2024	HSA ELECTION-SINGLE	101.0000.000.2031	6,837.14
IGH PROFESSIONAL FIREFIGHT...	INV0200505	09/06/2024	UNION DUES (IAFF)	101.0000.000.2041	504.01
INTERNATIONAL UNION OF O...	INV0200506	09/06/2024	UNION DUES IUOE-49 REGUL...	101.0000.000.2041	245.00
INTERNATIONAL UNION OF O...	INV0200507	09/06/2024	UNION DUES IUOE-49 WORKI...	101.0000.000.2041	121.31
IUOE	INV0200508	09/06/2024	UNION DUES IUOE-70	101.0000.000.2041	1,912.00
LELS LOCAL #84	INV0200509	09/06/2024	UNION DUES (LELS)	101.0000.000.2041	2,326.50
MN STATE RETIREMENT SYST...	INV0200510	09/06/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	1,235.00
MN STATE RETIREMENT SYST...	INV0200511	09/06/2024	MINNESOTA DEFERRED COM...	101.0000.000.2038	848.36
MN STATE RETIREMENT SYST...	INV0200512	09/06/2024	457 ROTH IRA (AGE 49 & UND...	101.0000.000.2038	1,420.00
ING DIRECT	INV0200513	09/06/2024	MSRS-HCSP	101.0000.000.2035	33,268.99
PERA	INV0200514	09/06/2024	PERA COORDINATED PLAN	101.0000.000.2225	55,264.22
PERA	INV0200515	09/06/2024	EMPLOYER SHARE (EXTRA PE...	101.0000.000.2225	4,251.07
PERA	INV0200516	09/06/2024	PERA DEFINED PLAN	101.0000.000.2225	15.77
PERA	INV0200517	09/06/2024	EMPLOYER SHARE (PERA DEFI...	101.0000.000.2225	15.77
PERA	INV0200518	09/06/2024	PERA POLICE & FIRE PLAN	101.0000.000.2225	33,664.07
PERA	INV0200519	09/06/2024	EMPLOYER SHARE (POLICE & F...	101.0000.000.2225	50,496.07
ICMA RETIREMENT TRUST - 4...	INV0200520	09/06/2024	ROTH IRA (AGE 49 & UNDER)	101.0000.000.2039	3,447.57
ICMA RETIREMENT TRUST - 4...	INV0200521	09/06/2024	ROTH-AGE <49 %	101.0000.000.2039	101.11
ICMA RETIREMENT TRUST - 4...	INV0200522	09/06/2024	ROTH IRA (AGE 50 & OVER)	101.0000.000.2039	638.46
LELS	INV0200523	09/06/2024	UNION DUES (LELS SGT)	101.0000.000.2041	493.50
EFTPS	INV0200524	09/06/2024	FEDERAL WITHHOLDING	101.0000.000.2213	79,189.76
MN DEPT OF REVENUE (PAYR...	INV0200525	09/06/2024	STATE WITHHOLDING	101.0000.000.2215	34,186.84
EFTPS	INV0200526	09/06/2024	MEDICARE WITHHOLDING	101.0000.000.2211	22,722.38
EFTPS	INV0200527	09/06/2024	SOCIAL SECURITY WITHHOLDI...	101.0000.000.2210	61,079.52
REVOLUTIONARY SPORTS, LLC	0615	09/12/2024	Contracted Preschool sports	101.4300.454.5310	1,246.20
HOMETOWN MEATS	1027	09/12/2024	Hot dogs for South Valley gra...	101.4300.459.5190	1,125.00
OCCUPATIONAL HEALTH CEN...	104042659	09/12/2024	Fire Department pre-employ...	101.2200.000.5312	948.00
OCCUPATIONAL HEALTH CEN...	104045877	09/12/2024	pre-employment physical	101.2000.000.5312	583.00
CONSERVATION CORPS MINN...	15167	09/12/2024	8.2024 misc work services for ...	101.4200.000.5310	4,960.00
CULLIGAN	157984591006X083124	09/12/2024	bottled water for Station 1	101.2200.000.5190	67.83
CULLIGAN	157986034674X083124	09/12/2024	bottled water for Station 2	101.2200.000.5190	140.79
FIRST IMPRESSION GROUP	159695	09/12/2024	Fall 2024 recreation brochure ...	101.4300.459.5325	128.66
FIRST IMPRESSION GROUP	159695	09/12/2024	Fall 2024 recreation brochure ...	101.4300.459.5333	5,940.00
MARTIN-MCALLISTER	16350	09/12/2024	Fire Department pre-employ...	101.2200.000.5312	4,375.00
EYEMED	166448299	09/12/2024	9.2024 Premium	101.0000.000.2018	264.65
EYEMED	166448299	09/12/2024	8.2024 Retro Premium	101.0000.000.2018	13.94
EYEMED	166448299	09/12/2024	7.2024 Retro Premium	101.0000.000.2018	9.29
BITUMINOUS ROADWAYS, INC.	18773	09/12/2024	top dressing sand for field	101.4200.000.5125	2,100.00
FIRE PROTECTION SERVICES, I...	1931	09/12/2024	Plan reviews	101.2200.000.5310	210.00
FIRE PROTECTION SERVICES, I...	1932	09/12/2024	plan reviews	101.2200.000.5310	270.00
FIRE PROTECTION SERVICES, I...	1935	09/12/2024	plan review for FM	101.2200.000.5310	1,815.00
TAHO SPORTSWEAR	24TS4203	09/12/2024	soccer shirts	101.4300.454.5190	773.90
HASTINGS FIRE & SAFETY	2738	09/12/2024	maintenance of fire extinguis...	101.2200.000.5405	481.50
HASTINGS FIRE & SAFETY	2739	09/12/2024	maintenance of fire extinguis...	101.2200.000.5405	172.50
HASTINGS FIRE & SAFETY	2740	09/12/2024	maintenance on fire extinguis...	101.2200.000.5405	223.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ASPEN MILLS	338661	09/12/2024	Class A uniform updates Ch 2,...	101.2200.000.5175	264.55
MN GLOVE & SAFETY, INC.	348029	09/12/2024	safety glasses, ear plugs & glo...	101.4200.000.5175	285.31
GOPHER LAWN AND SNOW S...	3654	09/12/2024	8.2024 lawn care services for ...	101.4200.000.5310	270.00
GOPHER LAWN AND SNOW S...	3655	09/12/2024	8.2024 lawn cares services for ...	101.4200.000.5310	260.00
STREAMLINE DESIGN INC	43257	09/12/2024	Pullovers w/embroidery for fir...	101.2200.000.5175	2,862.00
DLT SOLUTIONS LLC	5254742A	09/12/2024	AutoCAD Software	101.3100.000.5395	6,627.60
MN NCPERS LIFE INSURANCE	542000102024	09/12/2024	10.2024 Premium	101.0000.000.2024	224.00
REACH FOR RESOURCES	6848531	09/12/2024	Reach for Resources partnered..	101.4300.459.5310	7,172.37
REACH FOR RESOURCES	6848987	09/12/2024	Reach for Resources partnered..	101.4300.459.5310	18.76
BIG TOP RENTAL, INC.	79504	09/12/2024	7.2024 Port a potty rentals for...	101.4200.000.5430	3,541.35
BIG TOP RENTAL, INC.	79505	09/12/2024	8.2024 Port a potty rentals for...	101.4200.000.5430	3,130.00
MN STATE FIRE CHIEFS ASSOC...	7963	09/12/2024	Annual conference registratio...	101.2200.000.5340	975.00
CENTURY LINK	8/19/2024	09/12/2024	invoice for phone line at St 1	101.2200.000.5320	51.16
SPOTS LAST STOP, INC.	8/19/2024	09/12/2024	Puppy party for 5th Quarter	101.4300.453.5310	550.00
DAKOTA CTY FIRE CHIEFS ASSN	8/20/2024	09/12/2024	annual membership dues Ch 1	101.2200.000.5335	100.00
CENTURY LINK	8/22/2024	09/12/2024	phone line for elevator at fire ...	101.2200.000.5320	202.51
KENISON, TERRI	8/31/2024	09/12/2024	cleaning services - fire stations...	101.2200.000.5310	1,600.00
BOUND TREE MEDICAL LLC	85470173	09/12/2024	parts for CPap machine	101.2200.000.5190	93.98
CINTAS CORPORATION	9286270421	09/12/2024	AED agreement	101.4200.000.5310	134.42
MUNICIPAL EMERGENCY SERV...	IN2106481	09/12/2024	Pants for firefighters	101.2200.000.5175	3,125.28
INNOVATIVE OFFICE Solutio...	IN4598015	09/12/2024	Scissors, Tape and Binding Co...	101.4300.459.5105	81.80
INNOVATIVE OFFICE Solutio...	IN4612559	09/12/2024	3 Hole Punch	101.4300.459.5105	18.91
INNOVATIVE OFFICE Solutio...	IN4620023	09/12/2024	Rubber Bands	101.4300.459.5105	7.68
INNOVATIVE OFFICE Solutio...	IN4631418	09/12/2024	3-ring binders for new recruits...	101.2200.000.5105	177.02
Fund 101 - GENERAL FUND Total:					543,066.88

Fund: 201 - C.V.B. FUND

TEMPEST INTERACTIVE MEDIA...	00001519	09/05/2024	DMO Attendee fee	201.5600.000.5340	400.00
PHILKOT Inc.	424302	09/05/2024	Business card magnets, can k...	201.5600.000.5190	923.44
Fund 201 - C.V.B. FUND Total:					1,323.44

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

TWIN SOURCE SUPPLY	00512387	09/05/2024	Disinfectant wipes & cleaner	205.4420.000.5125	129.89
TWIN SOURCE SUPPLY	00512387	09/05/2024	Disinfectant wipes & cleaner	205.4430.000.5125	86.59
TWIN SOURCE SUPPLY	00512387	09/05/2024	Disinfectant wipes & cleaner	205.4440.000.5125	162.36
TWIN SOURCE SUPPLY	00512387	09/05/2024	Disinfectant wipes & cleaner	205.4450.481.5125	54.12
R & R SPECIALTIES OF WI, INC.	0082867-IN	09/05/2024	Zamboni blade sharpening	205.4440.000.5405	65.00
MEDPRO WASTE DISPOSAL, L...	1377040	09/05/2024	9.2024 - 11.2024 medical was...	205.4410.470.5310	116.70
CULLIGAN	157011438908X083124	09/05/2024	softener salt	205.4420.000.5125	184.72
CULLIGAN	157011438908X083124	09/05/2024	softener salt	205.4430.000.5125	122.40
CULLIGAN	157011438908X083124	09/05/2024	softener salt	205.4440.000.5125	57.58
CULLIGAN	157011438908X083124	09/05/2024	softener salt	205.4450.481.5125	19.20
ULINE	182447924	09/05/2024	wall magazine rack	205.4410.470.5160	292.23
HUEBSCH SERVICES	20343920	09/05/2024	lobby mats	205.4420.000.5430	122.84
HUEBSCH SERVICES	20343920	09/05/2024	lobby mats	205.4430.000.5430	81.90
HUEBSCH SERVICES	20343920	09/05/2024	lobby mats	205.4440.000.5430	153.56
HUEBSCH SERVICES	20343920	09/05/2024	lobby mats	205.4450.481.5430	51.18
AMERICAN RED CROSS	22717766	09/05/2024	CPR, First Aid and AED Training..	205.4420.000.5310	266.00
SHERWIN-WILLIAMS CO.	2684-5	09/05/2024	painting supplies for pool pain...	205.4420.000.5125	58.90
M & J SERVICES, LLC	2974	09/05/2024	replace part of planter w/ con...	205.4420.000.5400	5,312.50
M & J SERVICES, LLC	2974	09/05/2024	replace part of planter w/ con...	205.4430.000.5400	5,312.50
SHERWIN-WILLIAMS CO.	3040-9	09/05/2024	pool-locker room painting	205.4420.000.5125	326.58
SHERWIN-WILLIAMS CO.	3053-2	09/05/2024	pool-locker room painting	205.4420.000.5125	598.34
SHERWIN-WILLIAMS CO.	3081-3	09/05/2024	paint for pool project	205.4420.000.5125	156.51
BRUCE NELSON PLUMBING A...	8027	09/05/2024	softener salt for new tanks	205.4420.000.5125	320.00
BRUCE NELSON PLUMBING A...	8027	09/05/2024	softener salt for new tanks	205.4440.000.5125	80.00
GRAINGER	9213968077	09/05/2024	safety signs for VMCC pool wo...	205.4420.000.5190	105.10
GRAINGER	9223448375	09/05/2024	hand skimmer for pools	205.4420.000.5160	35.48
SHERWIN-WILLIAMS CO.	9344-2	09/05/2024	paint for locker room painting	205.4420.000.5125	26.03
FIRST IMPRESSION GROUP	159695	09/12/2024	Fall 2024 recreation brochure ...	205.4410.472.5325	192.98
FIRST IMPRESSION GROUP	159695	09/12/2024	Fall 2024 recreation brochure ...	205.4410.472.5333	8,910.00
PERFECTION PLUS, INC	315590	09/12/2024	Cleaning svcs 9.2024	205.4420.000.5310	6,912.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PUSH PEDAL PULL	388827	09/12/2024	Preventative Maintenance on f...	205.4430.000.5405	1,079.00
AEP ONSITE PARTNERS, LLC	419-21515558	09/12/2024	8.2024 Solar panels	205.4420.000.5355	3,415.66
AEP ONSITE PARTNERS, LLC	419-21515558	09/12/2024	8.2024 Solar panels	205.4430.000.5355	2,277.11
AEP ONSITE PARTNERS, LLC	419-21515558	09/12/2024	8.2024 Solar panels	205.4440.000.5355	4,362.45
AEP ONSITE PARTNERS, LLC	419-21515558	09/12/2024	8.2024 Solar panels	205.4450.481.5355	1,454.16
CINTAS CORPORATION	5213012029	09/12/2024	First aid supplies at for the V...	205.4410.470.5190	148.60
CINTAS CORPORATION	5218021241B	09/12/2024	first aid supplies for Kids Rock	205.4450.483.5190	215.30
CINTAS CORPORATION	5221562025	09/12/2024	first aid supplies - Rec Office &...	205.4410.470.5190	126.56
CINTAS CORPORATION	5226024522	09/12/2024	first aid supplies - VMCC Rec O...	205.4410.470.5190	123.79
MEDICINE LAKE TOURS	9/5/2024	09/12/2024	TIS trip payment	205.4450.480.5343	1,246.00
CINTAS CORPORATION	9286269742	09/12/2024	AED agreement	205.4410.470.5310	537.68
INNOVATIVE OFFICE Solutio...	IN4598015	09/12/2024	Planners	205.4410.470.5105	42.90
INNOVATIVE OFFICE Solutio...	IN4598015	09/12/2024	Planners	205.4430.000.5105	19.86
INNOVATIVE OFFICE Solutio...	IN4620023	09/12/2024	Post-its, rulers, pencils and m...	205.4410.470.5105	74.21
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					45,437.17
Fund: 206 - COMMUNITY CENTER-CAPITAL FUND					
BRUCE NELSON PLUMBING A...	8027	09/05/2024	water softener tank replacem...	206.4410.470.5605	37,300.00
OWENS COMPANIES	4755	09/12/2024	final invoice for dehumidificat...	206.4410.470.5605	45,740.00
KENDELL DOORS & HARDWARE	IN102458	09/12/2024	Capital replacement of West R...	206.4410.470.5605	11,200.00
NATHAN GALVAN	lockerrooms	09/12/2024	Aquatics locker rooms & hallw...	206.4410.470.5605	4,100.00
Fund 206 - COMMUNITY CENTER-CAPITAL FUND Total:					98,340.00
Fund: 270 - HOST COMMUNITY FUND					
MERCURY TECHNOLOGIES OF...	025731	09/05/2024	Bulbs and battery recycling	270.5900.000.5389	429.13
BARR ENGINEERING COMPANY	23190218.00-327	09/05/2024	Pine Bend Landfill Technical A...	270.5900.000.5310	4,749.50
GREENE ESPEL PLLP	90880	09/05/2024	Legal advice & representation...	270.5900.000.5305	2,006.60
Fund 270 - HOST COMMUNITY FUND Total:					7,185.23
Fund: 290 - EDA-OPERATING FUND					
KRUEGER REAL ESTATE ADVIS...	8/31/2024	09/05/2024	Monthly Contracted Fees 8.20...	290.5800.000.5310	7,800.00
DCA TITLE	DC241887-CO	09/12/2024	Title Work - XXX Concord Blvd	290.5800.000.5310	600.00
Fund 290 - EDA-OPERATING FUND Total:					8,400.00
Fund: 401 - PARK CAPITAL REPLACEMENT					
BITUMINOUS ROADWAYS, INC.	7/25/024 Oakwood	09/05/2024	Pay Voucher 1, Project 2024-0...	401.4210.000.5610	139,950.67
BITUMINOUS ROADWAYS, INC.	7/25/2024	09/05/2024	Pay Voucher 1, Project 2024-0...	401.4210.000.5610	196,133.67
SAFETYFIRST SPECIALTY CONT...	9388	09/05/2024	Playground surfacing svcs for ...	401.4210.000.5310	1,110.00
SAFETYFIRST SPECIALTY CONT...	9388	09/05/2024	Playground surfacing for So Va...	401.4210.000.5615	1,405.20
HOISINGTON KOEGLER GROUP..	021-002-37	09/12/2024	6.2024 South Valley construct...	401.4210.000.5310	1,523.60
LOCAL GOVERNMENT INFOR...	27014C	09/12/2024	South Valley camera project ...	401.4210.000.5615	6,480.00
COMMERCIAL INFRASTRUCTU...	I10687	09/12/2024	cable install & camera mount...	401.4210.000.5615	9,171.18
Fund 401 - PARK CAPITAL REPLACEMENT Total:					355,774.32
Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND					
COMMERCIAL INFRASTRUCTU...	I10689	09/12/2024	install cables & mount camera...	402.4210.000.5615	2,108.57
WSB & ASSOCIATES, INC.	R-020153-000-23	09/12/2024	7.2024 Heritage Village constr...	402.4210.000.5310	1,604.18
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					3,712.75
Fund: 436 - 117TH STREET RECONSTRUCTION					
UNION PACIFIC RAILROAD	9/6/2024	09/12/2024	UP Rail - Utility Permit Applicat...	436.3210.000.5310	1,368.75
UNION PACIFIC RAILROAD	9/6/2024B	09/12/2024	UP Rail - Utility Permit Applicat...	436.3210.000.5310	1,368.75
UNION PACIFIC RAILROAD	9/6/2024C	09/12/2024	UP Rail - Utility Permit Applicat...	436.3210.000.5310	1,368.75
Fund 436 - 117TH STREET RECONSTRUCTION Total:					4,106.25
Fund: 437 - PW FACILITY REMODEL/EXPANSION					
WOLD ARCHITECTS INCORPO...	95737	09/05/2024	CMF Site Plan Analysis - Invoic...	437.0000.000.5310	7,872.06
Fund 437 - PW FACILITY REMODEL/EXPANSION Total:					7,872.06
Fund: 440 - PAVEMENT MGMT-LOCAL STREETS					
KIMLEY-HORN & ASSOCIATES, ...	28811607	09/05/2024	2024 PMI Construction Obser...	440.3210.000.5310	22,370.47
SHORT ELLIOTT HENDRICKSON..	471901	09/05/2024	Final Design	440.3210.000.5310	31,676.53
MN DEPT OF TRANSPORTATI...	P00018894	09/05/2024	MnDOT Lab Inspections	440.3210.000.5310	692.60
WSB & ASSOCIATES, INC.	R-024458-000-6	09/12/2024	Bacardi Ave Feasibility Study	440.3210.000.5310	2,483.25
WSB & ASSOCIATES, INC.	R-024942-000-3	09/12/2024	Delano Way and Dempsey Wa...	440.3210.000.5310	2,801.75
WSB & ASSOCIATES, INC.	R-025327-000-2	09/12/2024	Corcoran Path and Dawson W...	440.3210.000.5310	10,028.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WSB & ASSOCIATES, INC.	R-025328-000-1	09/12/2024	Corcoran Path and Dawson W...	440.3210.000.5310	1,663.00
WSB & ASSOCIATES, INC.	R-025329-000-4	09/12/2024	South Grove Area 7 Construct...	440.3210.000.5310	2,895.00
WSB & ASSOCIATES, INC.	R-025330-000-2	09/12/2024	South Grove Area 7 Materials ...	440.3210.000.5310	4,735.75
WSB & ASSOCIATES, INC.	R-025332-000-3	09/12/2024	96th and 99th Construction M...	440.3210.000.5310	1,018.75
WSB & ASSOCIATES, INC.	R-025334-000-1	09/12/2024	Bixby Way Materials Testing	440.3210.000.5310	998.75
WSB & ASSOCIATES, INC.	R-026038-000-2	09/12/2024	ADA Pedestrian Ramp	440.3210.000.5310	4,188.25
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					85,552.10

Fund: 443 - TREE REPLACEMENT FUND

ALBRECHT COMPANY	I0056813	09/12/2024	progress billing for Vista Pines ...	443.4210.000.5610	60,392.00
Fund 443 - TREE REPLACEMENT FUND Total:					60,392.00

Fund: 510 - WATER-OPERATING FUND

PROTOUCH PAINTING, INC.	19459	09/05/2024	Hydrant Painting	510.7100.000.5420	24,975.00
LONE OAK COMPANIES	95215	09/05/2024	UT Billing 8.2024 (50%)	510.7100.000.5310	501.61
LONE OAK COMPANIES	95381	09/05/2024	Replenish Prepaid Postage 8.2...	510.0000.000.1405	6,000.00
FERGUSON WATERWORKS	0536054	09/12/2024	Fire Hydrant rod	510.7100.000.5420	1,261.67
BAUER SERVICES OF WELCH L...	08262024-6167	09/12/2024	Hydrant Repair	510.7100.000.5415	3,125.00
GOPHER STATE ONE-CALL	4080490	09/12/2024	Ticket Locates	510.7100.000.5310	672.30
SAFE-FAST, INC.	INV295714	09/12/2024	Mesh shirts	510.7100.000.5175	135.00
SAFE-FAST, INC.	INV295715	09/12/2024	Mesh work shirts	510.7100.000.5175	222.00
CORE & MAIN LP	V097792	09/12/2024	Valve for hydrant meter	510.7100.000.5158	4,254.64
CORE & MAIN LP	V431837	09/12/2024	Meters	510.7100.000.5158	4,851.11
CORE & MAIN LP	V551527	09/12/2024	Meters Radio	510.7100.000.5158	232.00
CORE & MAIN LP	V575142	09/12/2024	Meter Parts	510.7100.000.5158	27.61
Fund 510 - WATER-OPERATING FUND Total:					46,257.94

Fund: 511 - WATER-CAPITAL FUND

STANTEC CONSULTING SERVI...	2277266	09/05/2024	Water plant rehab constructi...	511.7110.000.5310	1,468.25
Fund 511 - WATER-CAPITAL FUND Total:					1,468.25

Fund: 520 - SEWER-OPERATING FUND

LONE OAK COMPANIES	95215	09/05/2024	UT Billing 8.2024 (50%)	520.7200.000.5310	501.61
METROPOLITAN COUNCIL	0001176979	09/12/2024	Monthly Sewer Charges 10.20...	520.7200.000.5373	194,938.29
SAFE-FAST, INC.	INV295716	09/12/2024	Mesh work shirts	520.7200.000.5175	72.00
Fund 520 - SEWER-OPERATING FUND Total:					195,511.90

Fund: 521 - SEWER-CAPITAL FUND

METROPOLITAN COUNCIL	8/28/2024	09/05/2024	Monthly SAC fee 6.2024	521.0000.000.2207	12,425.00
METROPOLITAN COUNCIL	8/28/2024	09/05/2024	Monthly SAC fee 6.2024 - am...	521.0000.000.2208	-2,460.15
Fund 521 - SEWER-CAPITAL FUND Total:					9,964.85

Fund: 530 - STORM WATER-OPERATING

ESS BROTHERS & SONS INC	EE5960	09/05/2024	Concrete Patch for Storm Wat...	530.7300.000.5420	2,400.00
FRIEDGES CONTRACTING INC.	2428-1	09/12/2024	Storm Water Repair - 80th Str...	530.7300.000.5420	11,306.75
Fund 530 - STORM WATER-OPERATING Total:					13,706.75

Fund: 550 - INVER WOOD GOLF COURSE

ARAMARK REFRESHMENT SER...	06048447	09/05/2024	coffee for beverage resale	550.7600.000.5197	99.06
DRAFT TECHNOLOGIES	09042401	09/05/2024	beer line cleaning	550.7600.000.5405	75.00
COLLEGE CITY BEVERAGE	1062508	09/05/2024	alcohol for resale	550.7600.000.5199	127.00
BREAKTHRU BEVERAGE MINN...	117539362	09/05/2024	alcohol for resale	550.7600.000.5199	295.80
ULINE	1410081699	09/05/2024	uniforms	550.7700.000.5175	38.39
UNIFIRST CORPORATION	1410081700	09/05/2024	lobby mats	550.7600.000.5310	45.34
UNIFIRST CORPORATION	1410083270	09/05/2024	uniforms and towels	550.7700.000.5175	38.87
COVERALL NORTH AMERICA I...	1590038830	09/05/2024	9.2024 Club House cleaning sv...	550.7600.000.5310	1,459.69
MANSFIELD OIL COMPANY	25685935	09/05/2024	fuel for maintenance vehicles	550.7700.000.5130	2,705.55
DENNY'S 5TH AVENUE BAKERY	34624	09/05/2024	breads for resale	550.7600.000.5197	110.21
DENNY'S 5TH AVENUE BAKERY	34757	09/05/2024	breads for resale	550.7600.000.5197	209.13
DENNY'S 5TH AVENUE BAKERY	34877	09/05/2024	breads for resale	550.7600.000.5197	105.99
COCA COLA BOTTLING COMP...	43046487012	09/05/2024	CO2 tank return	550.7600.000.5197	-75.00
TITLEIST	918841899	09/05/2024	gloves for resale	550.7600.000.5195	26.93
UNIFIRST CORPORATION	1410084830	09/12/2024	uniforms and towels	550.7700.000.5175	41.31
UNIFIRST CORPORATION	1410086391	09/12/2024	uniforms and towels	550.7700.000.5175	41.31
MANSFIELD OIL COMPANY	25685937	09/12/2024	club house fuel	550.7600.000.5130	1,140.23

Expense Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MANSFIELD OIL COMPANY	25685952	09/12/2024	shop fuel	550.7700.000.5130	2,408.51
ARAMARK REFRESHMENT SER...	2877808	09/12/2024	water filters for coffee machi...	550.7600.000.5197	149.86
SHAMROCK GROUP	3066605	09/12/2024	ice for beverage resale	550.7600.000.5197	133.64
SHAMROCK GROUP	3067125	09/12/2024	ice for beverage resale	550.7600.000.5197	133.64
DENNY'S 5TH AVENUE BAKERY	35055	09/12/2024	Breads for resale	550.7600.000.5197	127.09
DENNY'S 5TH AVENUE BAKERY	35177	09/12/2024	bread for resale	550.7600.000.5197	118.65
ARTISAN BEER COMPANY	3709092	09/12/2024	alcohol for resale	550.7600.000.5199	203.10
PUMP AND METER SERVICE I...	4002589	09/12/2024	repair fuel tank	550.7700.000.5400	126.47
COCA COLA BOTTLING COMP...	43149241014	09/12/2024	Pop & water for resale	550.7600.000.5197	348.80
COCA COLA BOTTLING COMP...	43239968004	09/12/2024	cups for beverage resale	550.7600.000.5197	153.46
HEGGIES PIZZA	481259	09/12/2024	Pizzas for resale	550.7600.000.5197	111.15
PHILLIPS WINE & SPIRITS	6842526	09/12/2024	Alcohol for resale	550.7600.000.5199	287.38
PERFORMANCE FOOD GROUP ...	73220147	09/12/2024	food for resale	550.7600.000.5197	304.65
PERFORMANCE FOOD GROUP ...	73387182	09/12/2024	club house supplies	550.7600.000.5125	175.75
PERFORMANCE FOOD GROUP ...	73387182	09/12/2024	food & supplies for food resale	550.7600.000.5197	598.98
PLAISTED COMPANIES, INC.	74589	09/12/2024	sand for range tee and greens	550.7700.000.5125	2,796.43
BIG TOP RENTAL, INC.	79475	09/12/2024	GC portable toilet rental 7.20...	550.7700.000.5430	162.19
BIG TOP RENTAL, INC.	79476	09/12/2024	GC portable toilet rental 8.20...	550.7700.000.5430	162.19
CINTAS CORPORATION	9286269937	09/12/2024	AED agreement	550.7600.000.5310	216.25
TOUR EDGE GOLF MFG., INC.	IN-01718537	09/12/2024	golf club set for resale	550.7600.000.5195	357.50
Fund 550 - INVER WOOD GOLF COURSE Total:					15,560.50

Fund: 602 - RISK MANAGEMENT

NORTH RISK PARTNERS	6842109	09/05/2024	2024 Insurance Agent Fee	602.8200.000.5310	22,110.00
LEAGUE OF MN CITIES INS TR...	23157	09/12/2024	Work Comp. Deductible #005...	602.8200.000.5474	180.11
LEAGUE OF MN CITIES INS TR...	23163	09/12/2024	WC Deductible #00504423	602.8200.000.5474	178.14
LEAGUE OF MN CITIES INS TR...	23201	09/12/2024	WC Deductible #00506800	602.8200.000.5474	433.49
LEAGUE OF MN CITIES INS TR...	23202	09/12/2024	WC Deductible #00506810	602.8200.000.5474	2,532.28
LEAGUE OF MN CITIES INS TR...	8/21/2024WC	09/12/2024	Workers Comp Premium 9.01...	602.8200.000.5471	166,713.00
LEAGUE OF MN CITIES INS TR...	8/22/2024	09/12/2024	Property/ Casualty Insurance ...	602.8200.000.5470	118,732.00
Fund 602 - RISK MANAGEMENT Total:					310,879.02

Fund: 603 - CENTRAL EQUIPMENT

NORTH AMERICAN TRAILER S...	30004215929CR	08/01/2024	Refund for invoice 300042159...	603.8300.000.5410	-321.61
BEAUDRY OIL & SERVICE INC	1113673	08/22/2024	Fuel credit	603.8300.000.5130	-12,487.87
BEAUDRY OIL & SERVICE INC	1113681	08/22/2024	Unleaded fuel	603.8300.000.5130	12,487.87
NIEBUR TRACTOR & EQUIPM...	01-201037	09/05/2024	Filter, oil and element parts fo...	603.8300.000.5405	543.60
NORTH AMERICAN TRAILER S...	030004229799	09/05/2024	Fire truck batteries	603.8300.000.5410	926.40
KIMBALL MIDWEST	102524864	09/05/2024	Cleaner, ties and protectors fo...	603.8300.000.5125	337.23
BEAUDRY OIL & SERVICE INC	1116158	09/05/2024	Unleaded fuel	603.8300.000.5130	7,612.72
BEAUDRY OIL & SERVICE INC	1116159	09/05/2024	Unleaded fuel	603.8300.000.5130	7,836.64
UNIFIRST CORPORATION	1410081696	09/05/2024	Uniforms Mechanics	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410081696	09/05/2024	Shop Rentals	603.8300.000.5430	211.85
UNIFIRST CORPORATION	1410083267	09/05/2024	Uniforms Mechanics	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410083267	09/05/2024	Shop Rentals	603.8300.000.5430	154.97
UNIFIRST CORPORATION	1410084828	09/05/2024	Uniforms Mechanics	603.8300.000.5175	28.18
UNIFIRST CORPORATION	1410084828	09/05/2024	Shop Rentals	603.8300.000.5430	161.17
MTI DISTRIBUTING CO	1432082-00	09/05/2024	Parts & Labor for Mower Repa...	603.8300.000.5410	6,104.58
MTI DISTRIBUTING CO	1444978-00	09/05/2024	Mower tires	603.8300.000.5405	1,157.40
MTI DISTRIBUTING CO	1446480-00	09/05/2024	Wheels for mower	603.8300.000.5405	891.28
FACTORY MOTOR PARTS COM...	1-9970506	09/05/2024	Stock filters	603.8300.000.5410	59.94
FACTORY MOTOR PARTS COM...	1-Q07694	09/05/2024	Nitrile gloves	603.8300.000.5150	99.80
FACTORY MOTOR PARTS COM...	1-Q07694	09/05/2024	Stock Battery	603.8300.000.5410	332.92
BEAUDRY OIL & SERVICE INC	2690728	09/05/2024	Diesel fuel	603.8300.000.5130	7,792.39
CINTAS CORPORATION	4202624523	09/05/2024	Rug Rentals	603.8300.000.5430	324.25
CINTAS CORPORATION	4203882059	09/05/2024	Rug Rental	603.8300.000.5430	324.25
WORLD FUEL SERVICES	485795574941-41801	09/05/2024	Stock oil	603.8300.000.5410	1,008.59
MAUER CHEVROLET	5103284	09/05/2024	Police GMC buckle kit	603.8300.000.5410	145.59
INVER GROVE FORD	5347468	09/05/2024	Fire truck brake pad	603.8300.000.5410	68.99
INVER GROVE FORD	5347658	09/05/2024	Moulding for squad car	603.8300.000.5410	199.56
INVER GROVE FORD	5347803	09/05/2024	Squad car brake parts	603.8300.000.5410	232.76
INVER GROVE FORD	6423176	09/05/2024	Fire squad wheel alignment	603.8300.000.5410	215.99

Expense Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	6423244	09/05/2024	Fire squad brake repairs	603.8300.000.5410	1,245.21
COMO LUBE & SUPPLIES	705943	09/05/2024	Used Oil	603.8300.000.5490	35.00
POMP'S TIRE SERVICE, INC.	980123245	09/05/2024	Tires for F250	603.8300.000.5410	151.52
I-STATE TRUCK CENTER	C242889521-01	09/05/2024	Fire truck fuel/water filter	603.8300.000.5410	108.06
I-STATE TRUCK CENTER	C242889677-01	09/05/2024	Fuel/water filter for fire truck	603.8300.000.5410	108.06
MACQUEEN EMERGENCY GR...	P11429	09/05/2024	Fire truck steering module	603.8300.000.5410	359.95
TRI-STATE BOBCAT INC.	P21555	09/05/2024	Hose parts & fittings for skid l...	603.8300.000.5405	223.24
TRI-STATE BOBCAT INC.	P21651	09/05/2024	Credit for returned parts	603.8300.000.5405	-208.24
TRI-STATE BOBCAT INC.	P22847	09/05/2024	Filters for Toolcat	603.8300.000.5405	88.54
TRI-STATE BOBCAT INC.	P22848	09/05/2024	Bracket latch for Toolcat	603.8300.000.5405	34.89
TRI-STATE BOBCAT INC.	P23042	09/05/2024	Air for Toolcat	603.8300.000.5405	82.07
NUSS TRUCK AND EQUIPMENT	PSO129218-1	09/05/2024	Hose parts & gasket for dump ...	603.8300.000.5410	169.73
NUSS TRUCK AND EQUIPMENT	PSO131964-1	09/05/2024	Switch for patching truck	603.8300.000.5410	43.68
NUSS TRUCK AND EQUIPMENT	PSO132307-1	09/05/2024	Patching truck switch housing	603.8300.000.5410	103.42
BEAUDRY OIL & SERVICE INC	1114671	09/12/2024	Diesel fuel	603.8300.000.5130	1,272.50
FERRELLGAS	1127502403	09/12/2024	Fuel tank for forklift	603.8300.000.5405	93.00
MTI DISTRIBUTING CO	1446981-00	09/12/2024	Alternator and V-belts for mo...	603.8300.000.5405	921.13
PERFECTION PLUS, INC	315590	09/12/2024	Cleaning svcs 9.2024	603.8300.000.5310	521.62
C.J. SPRAY, INC.	3253268	09/12/2024	Wheel repair kit and sensor fo...	603.8300.000.5405	803.11
WORLD FUEL SERVICES	488862460839-41801	09/12/2024	Stock oil	603.8300.000.5405	1,054.67
POMP'S TIRE SERVICE, INC.	980123136	09/12/2024	Stock tires	603.8300.000.5410	1,270.00
I-STATE TRUCK CENTER	C242891176-01	09/12/2024	Filter kit and sensor for Vac Tr...	603.8300.000.5410	508.67
NUSS TRUCK AND EQUIPMENT	PSO132221-1	09/12/2024	Plates for blacktop truck	603.8300.000.5410	22.53
Fund 603 - CENTRAL EQUIPMENT Total:					45,518.16

Fund: 605 - CITY FACILITIES

CULLIGAN	157985030228X083124	09/05/2024	softener salt	605.8500.000.5125	77.95
HUEBSCH SERVICES	20342200	09/05/2024	lobby mats	605.8500.000.5430	176.60
M & J SERVICES, LLC	2979	09/05/2024	concrete work for bike pad in f..	605.8500.000.5400	1,400.00
TOTAL CONSTRUCTION & EQU...	40337	09/05/2024	replace 2 LED drivers at FS #2	605.8500.000.5400	326.89
HILLYARD INC	700605295	09/05/2024	repairs to floor scrubber	605.8500.000.5405	418.72
BACON ME CRAZY	8/21/2018	09/05/2024	Food truck reimbursement	605.8500.000.5490	20.00
GRAINGER	9225352435	09/05/2024	cleaner for city-wide condens...	605.8500.000.5125	71.16
GRAINGER	9228087996	09/05/2024	eye wash bottles & dish soap	605.8500.000.5125	91.77
GRAINGER	9230812324	09/05/2024	push fertilizer spreader	605.8500.000.5160	95.47
GRAINGER	9232671991	09/05/2024	25' tape measure & masking t...	605.8500.000.5125	44.87
MEI TOTAL ELEVATOR SOLUTI...	1090866	09/12/2024	Annual Cellular Alarm svcs	605.8500.000.5392	2,736.00
PERFECTION PLUS, INC	315590	09/12/2024	Cleaning svcs 9.2024	605.8500.000.5310	5,133.19
OPTION ONE MECHANICAL LLC	4055	09/12/2024	WTP dehumidifier valve repair	605.8500.000.5400	347.00
OPTION ONE MECHANICAL LLC	4056	09/12/2024	WTP dehumidification repairs ...	605.8500.000.5400	5,631.00
AEP ONSITE PARTNERS, LLC	419-21515558	09/12/2024	8.2024 Solar panels	605.8500.000.5355	2,818.46
GIP III ZEPHYR ACQUISITION P...	INVRGRV-12409	09/12/2024	7.2024 Solar Garden Fees	605.8500.000.5357	34,303.14
GIP III ZEPHYR ACQUISITION P...	INVRGRV-22409	09/12/2024	7.2024 Solar Garden fees	605.8500.000.5357	9,490.53
Fund 605 - CITY FACILITIES Total:					63,182.75

Fund: 606 - TECHNOLOGY FUND

LOCAL GOVERNMENT INFOR...	038005	09/05/2024	Internet Qtrly & Fiber Optic Sv...	606.8600.000.5395	8,061.00
INSIGHT PUBLIC SECTOR	1101190738	09/05/2024	Office 365 Monthly license 7....	606.8600.000.5395	2,577.50
PRO-TEC DESIGN INC.	115536	09/05/2024	Convert client licenses to Thin...	606.8600.000.5310	204.00
AT&T MOBILITY	287298707874X08032024	09/05/2024	FD Cell phones 7.2024	606.8600.000.5320	986.81
AT&T MOBILITY	287298708193X08032024	09/05/2024	PD Cell Phones 7.2024	606.8600.000.5320	3,000.35
AT&T MOBILITY	287299110577X08032024	09/05/2024	CH Cell Phones 7.2024	606.8600.000.5320	4,739.37
MARCO TECHNOLOGIES, LLC	37177507	09/05/2024	Printers & Copiers Contract 8...	606.8600.000.5430	1,960.64
US INTERNET	4664014	09/05/2024	Email filtering system 8.26.20...	606.8600.000.5395	230.00
VERIZON WIRELESS	9969811228	09/05/2024	Monthly Cell Phones 7.2024	606.8600.000.5320	600.17
SPOK, INC.	H0317493T	09/05/2024	Monthly Translation Svcs 7.31...	606.8600.000.5395	5.23
COMMERCIAL INFRASTRUCTU...	I10688	09/05/2024	Install cameras on water plant...	606.8600.000.5310	1,405.00
Fund 606 - TECHNOLOGY FUND Total:					23,770.07

Fund: 702 - ESCROW FUND

DAKOTA CTY ATTORNEY	8/28/2024B	09/05/2024	Vehicle Forfeiture Legal Fees ...	702.2000.005.2050	290.00
DAKOTA CTY ATTORNEY	8/28/2024B	09/05/2024	Vehicle forfeiture (20%) Case ...	702.2000.005.2050	4.20

Expense Approval Report

Payment Dates: 9/4/2024 - 9/17/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMMONS & OLIVIER RESOUR...	00095-0074-37	09/05/2024	Peltier Reserve Construction I...	702.3100.272.2050	729.94
EMMONS & OLIVIER RESOUR...	00095-0080-18	09/05/2024	Inver Point Business Park Cons...	702.3100.298.2050	748.10
STANTEC CONSULTING SERVI...	2277265	09/05/2024	Skyline Village Water Modelin...	702.3100.328.2050	74.50
BARR ENGINEERING COMPANY	23190218.02-13	09/05/2024	PBL Expansion Permit Applicat...	702.5100.015.2050	5,984.26
KIMLEY-HORN & ASSOCIATES, ...	28811606	09/05/2024	Construction Observation	702.3100.281.2050	2,704.32
SOMIC	8/23/2024	09/05/2024	Escrow Forte Real Estate/Som...	702.5100.240.2050	2,000.00
STATE TREASURER'S OFFICE	8/28/2024	09/05/2024	Vehicle Forfeiture (10%) Case ...	702.2000.005.2050	178.13
DAKOTA CTY ATTORNEY	8/28/2024	09/05/2024	Vehicle Forfeiture-Legal Fees ...	702.2000.005.2050	229.75
DAKOTA CTY ATTORNEY	8/28/2024	09/05/2024	Vehicle Forfeiture (20%) Case ...	702.2000.005.2050	356.25
STATE TREASURER'S OFFICE	8/28/2024B	09/05/2024	Vehicle Forfeiture (10%) Case ...	702.2000.005.2050	2.10
Bilotta, Steve	8/30/2024	09/05/2024	Escrow Release	702.3100.311.2050	3,125.00
WSB & ASSOCIATES, INC.	R-024005-000-2	09/05/2024	Private Development Stormwa..	702.5100.220.2050	1,775.00
Fund 702 - ESCROW FUND Total:					18,201.55
Grand Total:					1,965,183.94



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

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

BACKGROUND

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

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 9.23.24 (hires-terms)



Personnel Actions - Council Agenda Attachment

Meeting Date:	September 23, 2024
Item Type:	Consent Agenda
Contact:	Cora Bauer
Prepared by:	Cora Bauer
Reviewed by:	Janet Shefchik, HR Manager

Fulltime Employment Hires:

Beverly Marquette, Police Officer

Seasonal/Temporary Employment Hires:

Christopher Claypool, Paid On-call Firefighter

Warren Claflin, Paid On-call Firefighter

Jose Luis Diaz, Paid On-call Firefighter

Michael McKenzie, Golf Course Operations

Kathryn Simpson, Police Cadet

Camden Myers, Operations Assistant I VMCC

Christopher Claypool, Paid On-call Firefighter

Voluntary Resignations, Retirements and/or Terminations:

Sam Hosszu, Assistant Finance Director

Steve Dodge, Assistant City Engineer

William Makela, Lifeguard

Lillie Armbruster, Natural Resources & Stormwater Maintenance Helper

Matthew Zaruba, Utility Maintenance Helper

Sawyer Zaruba, Utility Maintenance Helper

Joe Difronzo, Golf Course Operations

Paul Garcia, Golf Course Ranger

Melissa Irwin, Golf Course Operations

Brayden Mishacoff, Golf Course Operations

Julian Olson, Golf Course Operations

Kevin Wollin, Golf Course Operations

Rhiannon Ebert, Golf Course Concessionaire

Gabrielle Kirchner, Golf Course Concessionaire

Julia Taurinkas, Golf Course Concessionaire

Antonella Borean, Golf Course Operations

Landon Danner, Golf Course Operations

Charles Forester, Golf Course Operations

Masyn Hammer, Golf Course Outside Services
Jacob Kraus, Golf Course Outside Services
Jenna Labatt, Golf Course Operations
Jake Maurer, Golf Course Outside Services
Jack Mitchell-Peterson, Golf Course Concessionaire
Ana Oenning, Golf Course Operations
Sydney Ries, Golf Course Operations
Grayson Schuppe, Golf Course Outside Services
Landon Stenger, Golf Course Operations
Gabe Zilka, Golf Course Operations



Request for Council Action

SUBJECT: **Resolution Approving Joint Powers Agreement for Final Design of City Project No. 2023-09E - Argenta Trail Reconstruction**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement (JPA) with the City of Eagan and Dakota County for final design of City Project No. 2023-09E - Argenta Trail Reconstruction.

BACKGROUND

The Council initiated a feasibility study and entered into a JPA with the City of Eagan to complete the feasibility study effort for this project on June 13, 2022. As a border roadway between Inver Grove Heights and Eagan, both communities have a cost participation in the reconstruction of the roadway. The feasibility report was presented to the City Council, a public hearing was held, and the Council ordered the project improvement to proceed on May 13, 2024.

The scope of the project work includes the following key parameters:

1. Reconstruction of Argenta Trail from approximately 500' north of TH 149 (Dodd Blvd) to the northern limits of the intersection with Opperman Drive from a 2-lane rural section roadway to a 2-lane urban section roadway with curb, gutter and storm sewer.
2. Extension of water and sewer service to four existing properties located along Argenta Trail south of 88th Street that are within the Metropolitan Council's Metropolitan Urban Service Area (MUSA) boundary for 2040, but do not currently have access to public water and sewer service.
3. Construction of a bituminous trail along the west boulevard of Argenta Trail as part of the Dakota County Mendota-Leanon Hills Greenway.

The City of Eagan is the lead agency for design and construction of the Argenta Trail project. Dakota County has agreed to pay for their components of the Greenway project work, while Inver Grove Heights and Eagan are proposed to split the remaining costs of the project as defined in the feasibility study. As this is an inter-agency project, a Joint Powers Agreement (JPA) is proposed in accordance with Minnesota State Statute 162.17 and 471.59, to identify responsibilities between the participating agencies for completion of the project design and payment of any costs associated with the final design. The prior JPA for this project only accounted for the feasibility study component of

the project, and the current JPA is focused on the final design and all cooperative efforts through project bidding. The current JPA adds Dakota County as a participating agency given the addition of the proposed Greenway trail work.

The City of Eagan has solicited a proposal for the final design costs from WSB, and has approved a final design contract in the amount of \$203,653. The costs for this work are prorated by the estimated costs as identified in the feasibility study, shown by the percentages noted in the JPA, and summarized as follows:

- City of Eagan - 48% (\$97,753)
- City of Inver Grove Heights - 32.44% (\$66,065)
- Dakota County (Greenway) - 19.56% (\$39,835)

Once the project is bid and the final construction cost is known, a third JPA will be brought forward identifying the construction-phase cost responsibilities of each participating agency.

The attached JPA is presented in "Draft" form, as Dakota County still needs to assign local contract numbers to the headers, and each agency needs to approve the document on a different timeline due to City Council and County Board meeting schedules. The content within the body of the JPA, however, has been agreed to by staff and attorneys for all three organizations. As such, the Resolution is for the Council to authorize City officials (those noted on the signature page of the JPA) to finalize and execute the agreement when these outstanding items are provided.

FISCAL IMPACT

The City of Inver Grove Heights' costs for final design are budgeted for and proposed to be funded through the Pavement Management - Local Streets Fund (Fund 440), with additional reimbursement through Special Assessments and the Stormwater Utility Fund. The JPA commits the City to the City's identified final design cost share of \$66,065.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, authorizing the appropriate officials to enter into the Joint Powers Agreement (JPA) with the City of Eagan and Dakota County for the final design of City Project No. 2023-09E - Argenta Trail Reconstruction.

ATTACHMENTS

1. RESOLUTION - 20240923 - Argenta Trail JPA (Final Design)
2. JPA- Argenta Trail Final Design (Eagan/IGH/Dakota County)

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

RESOLUTION NO. 2024-211

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A
JOINT POWERS AGREEMENT WITH THE CITY OF EAGAN AND DAKOTA COUNTY FOR
THE FINAL DESIGN OF CITY PROJECT NO. 2023-09E – ARGENTA TRAIL
RECONSTRUCTION**

WHEREAS, the City of Inver Grove Heights and the City of Eagan share maintenance responsibilities for Argenta Trail as a border street between TH 149 and Opperman Drive; and

WHEREAS, Dakota County has proposed to construct the Mendota-Lebanon Hills Greenway along the west side of Argenta Trail from TH 149 to Opperman Drive within the City of Eagan, and where cost savings to the construction of the trail can be realized by constructing the trail in conjunction with the Argenta Trail reconstruction; and

WHEREAS, the City of Inver Grove Heights and the City of Eagan completed a feasibility study for Argenta Trail, which was accepted by the Inver Grove Heights City Council of May 13, 2024, at which time a public hearing was held, and the Inver Grove Heights City Council ordered the improvements proceed for Argenta Trail;

WHEREAS, the City of Inver Grove Heights, the City of Eagan, and Dakota County desire to complete the final design of Argenta Trail from approximately 500' north of TH 149 to Opperman Drive; and

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two or more governmental units may enter into a joint power agreement (JPA) to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the City of Eagan will lead the final design engineering effort, and the cost share for the final design will be split between the City of Eagan, the City of Inver Grove Heights, and Dakota County based on the prorated costs as identified in the feasibility study; and

WHEREAS, staff from the City of Eagan, City of Inver Grove Heights, and Dakota County have agreed to the content of the JPA, and pending completion of assignment of local contact numbers and associated Resolutions by the respective governing bodies, the JPA will be finalized and executed by officials representing each governing agency.

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

1. The City of Inver Grove Heights enters into a Joint Powers Agreement (JPA) with the City of Eagan and Dakota County that defines the sharing of costs and the responsibilities of the three entities for final design engineering.
2. The proper City officers as defined in the JPA are hereby authorized to finalize and execute such agreement, and thereby assume for and on behalf of the City all contractual obligations contained therein.
3. The City's share of the final design costs, estimated at \$66,065, shall be funded using Pavement Management – Local Streets Fund (Fund 440), with additional reimbursement through Special Assessments and the Stormwater Utility Fund, with final cost splits to be determined through the completion of the final design.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

JOINT POWERS AGREEMENT FOR
FINAL ENGINEERING & BIDDING FOR
ARGENTA TRAIL RECONSTRUCTION

BETWEEN

THE COUNTY OF DAKOTA,

THE CITY OF EAGAN

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 2000404

CITY OF EAGAN PROJECT NO. 1377

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2023-09E

SYNOPSIS: Dakota County and the Cities of Eagan and Inver Grove Heights agree to final road design engineering for the reconstruction of Argenta Trail along the border of the cities of Eagan and Inver Grove Heights from approximately 500' north of the intersection of Argenta Trail and Trunk Highway (TH) 149 to the north side of the intersection of Opperman Drive.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; the City of Eagan, referred to in this agreement as "Eagan", and the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights" (collectively the "Cities"); and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to complete final design engineering, including preparation of construction plans, specifications, contract documents, and bid letting for the reconstruction of Argenta Trail along the border of the cities of Eagan and Inver Grove Heights from approximately 500 feet north of the intersection of Argenta Trail and TH 149 to the north side of the intersection of Opperman Drive and the construction of a multi-use trail to be owned and operated by Dakota County as part of the Mendota-Lebanon Hills Greenway (all final design engineering for the above shall together be referred to in this Agreement as the "Project"); and

WHEREAS, the County and Cities have included this project in their Capital Improvement Programs and will jointly participate in the costs of said engineering; and

WHEREAS, the County and Cities have completed preliminary design layouts for the Project (Exhibit 1) (the "Layout") that will be the basis for the final design engineering of the Project.

NOW, THEREFORE, it is agreed that the County and the Cities will share project responsibilities and jointly participate in the Project costs associated with the final roadway design:

1. Project Layout. The County and Cities agree to cooperate to complete final design engineering for the Project based on the Layout.

2. Administration. The City of Eagan will enter into and administer the contract with a consulting engineer firm (the “Consulting Engineer”) and will coordinate the final design work of the Consulting Engineer with the City of Inver Grove Heights and Dakota County.

3. Engineering Costs. Design engineering costs, including public involvement, agency involvement, final design, specifications, wetland delineation, surveying, mapping, State Aid plan approval, and bidding assistance, including the cost of County and City staff time for these purposes (collectively, “Engineering Costs”), shall be shared based on the County’s and Cities’ share of the estimated final construction costs, and following the County’s Greenway Collaborative Cost Share Practice. The Engineering Costs shall be prorated based on the Opinion of Probable Cost provided at the completion of preliminary engineering (Exhibit 2):

- A. Surface and Stormwater Improvements - Argenta Trail from approximately 500’ north of the Argenta Trail intersection with TH 149 to the north project terminus on the north side of the Argenta Trail and Opperman Drive Intersection (cost breakdowns “A” and “B” in Exhibit 2):
 - The City of Eagan shall be responsible for 50% of the costs shown.
 - The City of Inver Grove Heights shall be responsible for 50% of the costs shown.
- B. Watermain Improvements - Argenta Trail from approximately 500’ north of the Argenta Trail intersection with TH 149 to the north project terminus on the north side of the Argenta Trail and Opperman Drive Intersection (cost breakdowns “C” and “D” in Exhibit 2):
 - The City of Eagan shall be responsible for 100% of the costs associated with breakdown “C” in Exhibit 2.
 - The City of Inver Grove Heights shall be responsible for 100% of the costs associated with breakdown “D” in Exhibit 2.
- C. Sanitary Sewer Improvements - Argenta Trail from approximately 500’ north of the Argenta Trail intersection with TH 149 to the north project terminus on the north side of the Argenta Trail and Opperman Drive Intersection (cost breakdowns “E” and “F” in Exhibit 2):

- The City of Inver Grove Heights shall be responsible for 100% of the costs shown.
- D. Mendota-Lebanon Hills Greenway Improvements – From the connection to the existing bituminous trail along TH 149 to the north project terminus on the north side of the Argenta Trail and Opperman Drive Intersection (cost breakdown “G” in Exhibit 2):
- The County shall be responsible for 100% of the costs shown.
- E. The subsequent breakdown in Engineering Costs is summarized as follows:
- The City of Eagan shall be responsible for 48.00% of the Engineering Costs
 - The City of Inver Grove Heights shall be responsible for 32.44% of the Engineering Costs.
 - Dakota County shall be responsible for 19.56% of the Engineering Costs.
- F. A summary of the Consultant Engineer costs for final design engineering, based on the City of Eagan Consultant Work Order with WSB, dated 7/5/2024, is \$203,635 (Exhibit 3).
4. Right-of-Way Acquisition. No right of way or easements are anticipated to be necessary for the roadway reconstruction component of the Project work. The Mendota-Lebanon Hills Greenway components are proposed to be designed within existing right of way to the greatest extent possible. Should components of the Greenway require additional right of way or easements, the County will be responsible for all efforts related to obtaining right of way and any required permanent and temporary easements for the Greenway components. The costs for right of way and easement acquisition shall be independent of, and separate from, the Engineering Costs detailed in this Agreement. Should the County not be able to obtain necessary right of way prior to final plan approval (anticipated in January 2025), the City of Eagan will remove any portions of Greenway work from the final design plans that require additional right of way or easements and will bid the Project without that work included.
5. Plans, Specifications, and Award of Contract. Final design will be complete when the Parties are provided with complete grading, paving, storm sewer, wetland mitigation, traffic control, and other municipal utility plans and specifications consistent with County design practices, State-Aid design standards, the County and City Transportation Plans, and the

City's utility standards and specifications. The approval of final plans and specifications by the Cities and the County will be required prior to advertising for bids for construction.

Within seven (7) days of opening bids for the construction contract, the City of Eagan shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence by the City of Inver Grove Heights and Dakota County in the award of the construction contract to the lowest responsible bidder. The City of Eagan shall also provide the City of Inver Grove Heights and Dakota County a detailed estimated cost split breakdown based on the cost splits as defined in Exhibit 2. Upon written receipt of concurrence from the City of Inver Grove Heights and Dakota County that the bids and the estimated cost splits are acceptable, the City of Eagan may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement.

6. Construction. A separate agreement will be executed between the Parties for construction of the roadway improvements as determined by the final design documents.
7. Payment. The City of Eagan will administer the contract and act as the paying agent for all payments to the Consulting Engineer. Payments to the Consulting Engineer will be made as the Project work progresses and when certified by the City of Eagan Authorized Representative. The City of Eagan, in turn, will bill the City of Inver Grove Heights and Dakota County for their share of the Engineering Costs. Upon presentation of an itemized invoice by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the invoice. If any portion of an itemized invoice is questioned by the receiving agency, the remainder of the invoice shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Consulting Engineer Contract Amendments. Any amendments to the contract with the Consulting Engineer that affect the Engineering Costs participation must be approved by all parties prior to execution of work.
9. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
10. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2027.
11. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures unless amended by the contract specifications.
12. Indemnification. The County agrees to defend, indemnify, and hold harmless the Cities against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. Each of the Cities agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Each Party shall include the other Party as additional insured in the contract documents.
13. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context

on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the Cities and any and all claims made by any third party as a consequence of any act or omission on the part of said Cities employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

14. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and each City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.
15. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the improvements provided for in this Agreement.
16. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Niki Geisler, Dakota County Parks
Director (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7088
Niki.Geisler@co.dakota.mn.us

Aaron Nelson, City Engineer
(or successor)
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
(651) 675-5000
Aaron.Nelson@eagannm.gov

Brian Connolly, Public Works
Director (or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
BConnolly@ighmn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either

party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

DRAFT

CITY OF EAGAN

RECOMMENDED FOR APPROVAL:

Aaron Nelson
Its: City Engineer

By _____
Mike Maguire
Its: Mayor

APPROVED AS TO FORM:

(SEAL)

Robert Bauer
Its: City Attorney

By _____
Elizabeth VanHoose
Its: City Clerk

Date _____

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Brian Connolly
Its: Public Works Director

By _____
Brenda Dietrich
Its: Mayor

APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date September 23, 2024

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Niki Geisler
Its: Parks Director

By _____
Georg Fischer
Its: Physical Development Director

Date _____

APPROVED AS TO FORM:

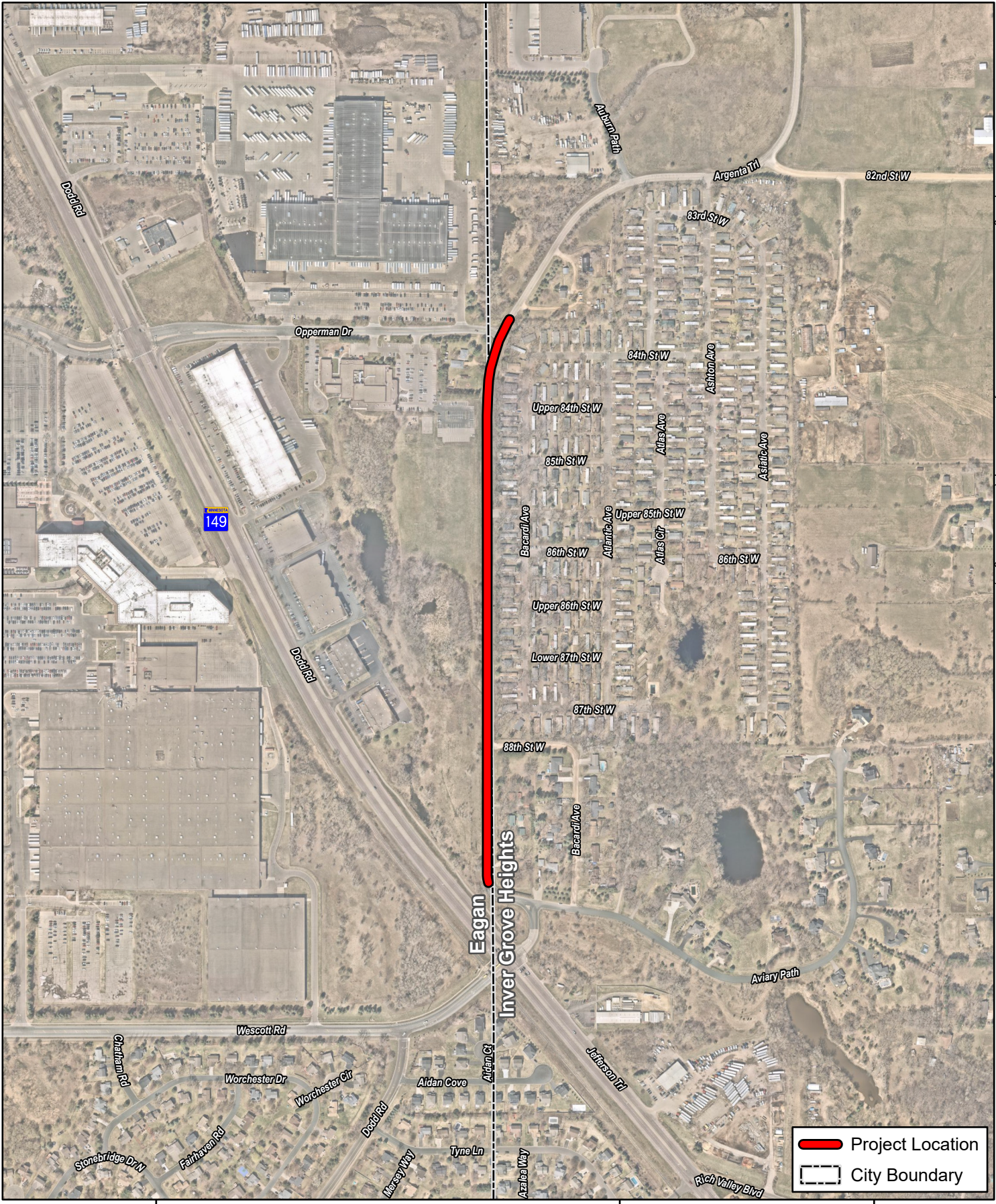
Assistant County Attorney Date
KS-XX-XXX

COUNTY BOARD RESOLUTION

No. XX-XXX Date: Month XX, 2024

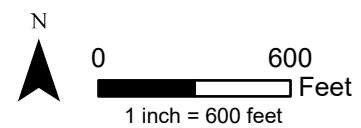
EXHIBIT 1
Preliminary Engineering Design Layout

DRAFT



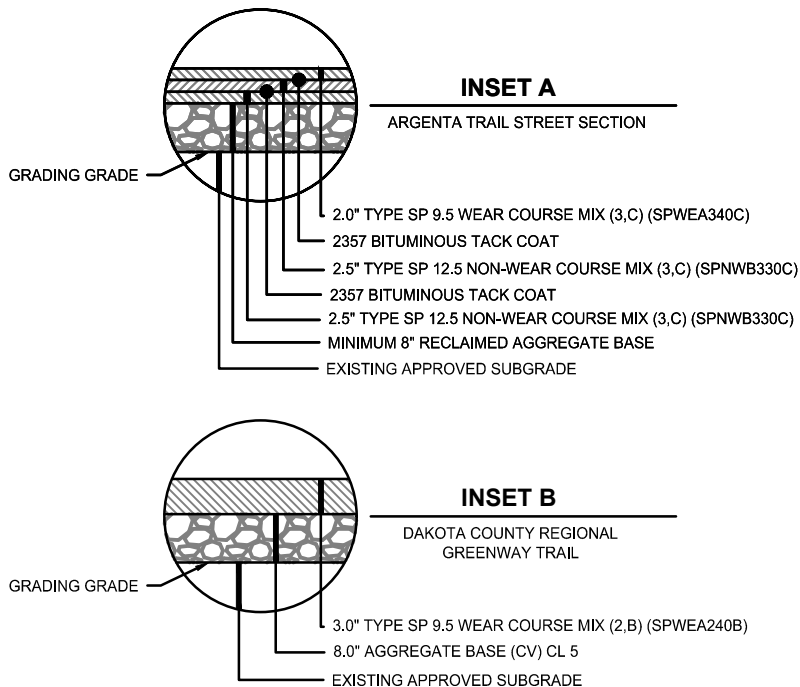
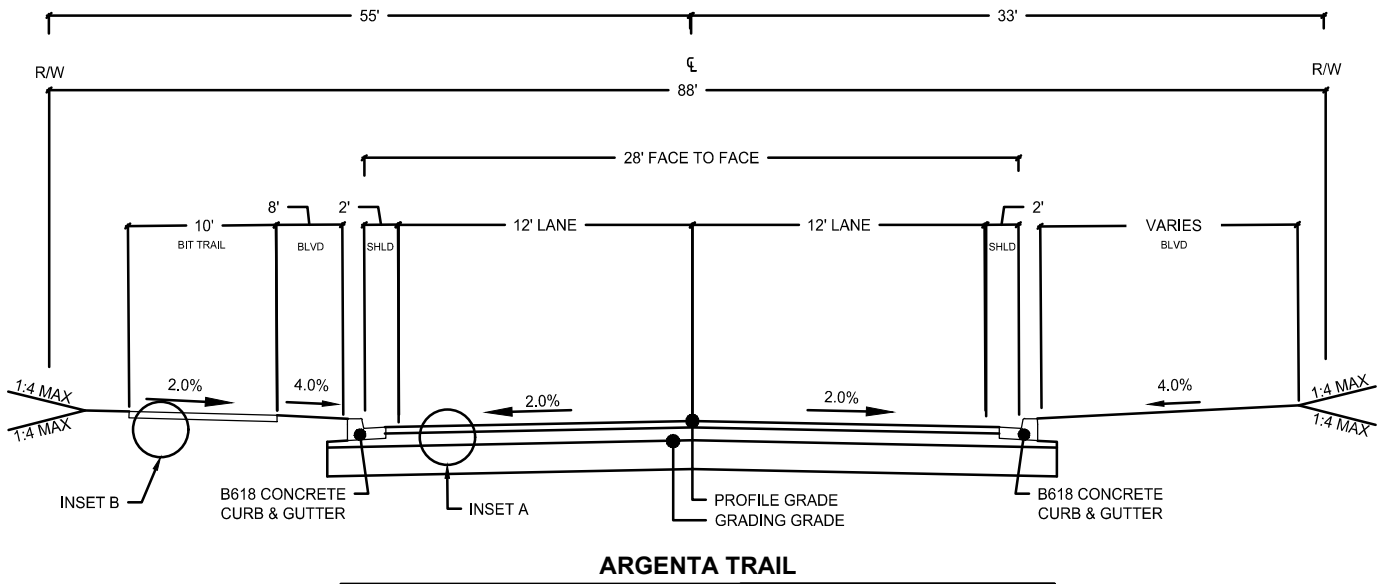
Project Location Map

Argenta Trail Reconstruction Project
City of Inver Grove Heights, Minnesota



CITY OF EAGAN

CITY OF INVER GROVE HEIGHTS



ARGENTA TRAIL RECONSTRUCTION PROJECT

TYPICAL SECTION

CITY OF EAGAN, MN
CITY OF INVER GROVE HEIGHTS, MN

1 OF 1



WSB PROJECT NO.:
020720-000

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EXHIBIT 2
Preliminary Engineering Opinion of Probable Cost

DRAFT

OPINION OF PROBABLE COST

WSB Project: Argenta Trail Reconstruction Project
 Project Location: City of Eagan & City of Inver Grove Heights
 City Project No.: City of Eagan: City Project No. 1377. City of Inver Grove Heights: City Project No. 2023-09E.
 WSB Project No: 020720-000

Design By: JL
 Checked By: MRH

Date: 3/26/2024

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
A. Surface Improvements						
1	2021.501	MOBILIZATION	LS	1	\$ 25,800.00	\$ 25,800.00
2	2104.502	SALVAGE MAIL BOX SUPPORT	EACH	6	\$ 100.00	\$ 600.00
3	2104.502	REMOVE SIGN	EACH	15	\$ 50.00	\$ 750.00
4	2104.503	REMOVE CURB & GUTTER	L F	235	\$ 8.00	\$ 1,880.00
5	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	95	\$ 4.00	\$ 380.00
6	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	15	\$ 5.00	\$ 75.00
7	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	100	\$ 2.00	\$ 200.00
8	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	29	\$ 15.00	\$ 435.00
9	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	1	\$ 1,000.00	\$ 1,000.00
10	2106.507	EXCAVATION - COMMON	C Y	163	\$ 30.00	\$ 4,878.13
11	2106.507	EXCAVATION - SUBGRADE	C Y	130	\$ 30.00	\$ 3,902.50
12	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	8	\$ 250.00	\$ 2,000.00
13	2130.523	WATER	MGAL	39	\$ 130.00	\$ 5,073.25
14	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	87	\$ 35.00	\$ 3,035.28
15	2112.519	SUBGRADE PREPARATION	RDST	21	\$ 600.00	\$ 12,600.00
16	2215.504	FULL DEPTH RECLAMATION	S Y	7805	\$ 7.00	\$ 54,635.00
17	2231.603	JOINT ADHESIVE	L F	4200	\$ 4.00	\$ 16,800.00
18	2360.504	TYPE SP 9.5 WEAR CRS MIX(2,B)3.0" THICK	S Y	100	\$ 46.00	\$ 4,600.00
19	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	882	\$ 90.00	\$ 79,376.85
20	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	2205	\$ 87.00	\$ 191,827.39
21	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	2095	\$ 30.00	\$ 62,850.00
22	2540.602	TEMPORARY MAIL BOX	EACH	6	\$ 100.00	\$ 600.00
23	2540.602	INSTALL MAIL BOX SUPPORT	EACH	6	\$ 300.00	\$ 1,800.00
24	2540.602	MAIL BOX	EACH	6	\$ 250.00	\$ 1,500.00
25	2563.601	TRAFFIC CONTROL	LS	1	\$ 25,000.00	\$ 25,000.00
26	2564.502	INSTALL SIGN	EACH	2	\$ 180.00	\$ 360.00
27	2564.518	SIGN PANELS TYPE C	S F	90	\$ 45.00	\$ 4,050.00
28	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	1920	\$ 3.00	\$ 5,760.00
29	2574.508	FERTILIZER TYPE 3	LB	100	\$ 4.00	\$ 400.00
30	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	480	\$ 2.00	\$ 960.00
31	2575.505	SEEDING	ACRE	1	\$ 4,000.00	\$ 4,000.00
32	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	1488	\$ 5.00	\$ 7,440.00
33	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	1200	\$ 3.00	\$ 3,600.00
34	2582.503	4" SOLID LINE MULTI COMP	L F	6700	\$ 1.50	\$ 10,050.00
35	2582.503	4" BROKEN LINE MULTI COMP	L F	1200	\$ 1.50	\$ 1,800.00
					CONSTRUCTION TOTAL	\$ 540,018.39
					CONTINGENCY TOTAL (10%)	\$ 54,001.84
					SUBTOTAL	\$ 594,020.23
					INDIRECT COST TOTAL (28%)	\$ 166,325.66
					TOTAL	\$ 760,345.89
B. Storm Sewer Improvements						
36	2021.501	MOBILIZATION	LS	1	\$ 13,200.00	\$ 13,200.00
37	2104.504	REMOVE METAL CULVERT	L F	65	\$ 15.00	\$ 975.00
38	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	160	\$ 85.00	\$ 13,600.00
39	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	2025	\$ 90.00	\$ 182,250.00
40	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 1,500.00	\$ 1,500.00
41	2506.502	ADJUST FRAME & RING CASTING	EACH	2	\$ 550.00	\$ 1,100.00
42	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	60	\$ 750.00	\$ 45,000.00
43	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	5	\$ 3,000.00	\$ 15,000.00
44	2573.502	STORM DRAIN INLET PROTECTION	EACH	17	\$ 200.00	\$ 3,400.00
					CONSTRUCTION TOTAL	\$ 276,025.00
					CONTINGENCY TOTAL (10%)	\$ 27,602.50
					SUBTOTAL	\$ 303,627.50
					INDIRECT COST TOTAL (28%)	\$ 85,015.70
					TOTAL	\$ 388,643.20

OPINION OF PROBABLE COST

WSB Project: Argenta Trail Reconstruction Project
 Project Location: City of Eagan & City of Inver Grove Heights
 City Project No.: City of Eagan: City Project No. 1377. City of Inver Grove Heights: City Project No. 2023-09E.
 WSB Project No: 020720-000

Design By: JL
 Checked By: MRH

Date: 3/26/2024

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
C. Watermain Improvements - City of Eagan						
45	2021.501	MOBILIZATION	LS	1	\$ 24,200.00	\$ 24,200.00
46	2104.502	REMOVE GATE VALVE & BOX	EACH	3	\$ 350.00	\$ 1,050.00
47	2104.503	REMOVE WATER MAIN	L F	935	\$ 20.00	\$ 18,700.00
48	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	3	\$ 1,800.00	\$ 5,400.00
49	2504.602	HYDRANT	EACH	4	\$ 8,000.00	\$ 32,000.00
50	2504.602	6" GATE VALVE & BOX	EACH	4	\$ 2,500.00	\$ 10,000.00
51	2504.602	8" GATE VALVE & BOX	EACH	4	\$ 4,200.00	\$ 16,800.00
52	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	200	\$ 100.00	\$ 20,000.00
53	2504.603	8" WATERMAIN DUCTILE IRON CL 52	L F	2600	\$ 140.00	\$ 364,000.00
54	2504.608	DUCTILE IRON FITTINGS	LB	800	\$ 20.00	\$ 16,000.00
CONSTRUCTION TOTAL						\$ 508,150.00
CONTINGENCY TOTAL (10%)						\$ 50,815.00
SUBTOTAL						\$ 558,965.00
INDIRECT COST TOTAL (28%)						\$ 156,510.20
TOTAL						\$ 715,475.20
D. Water Service Extensions - City of Inver Grove Heights						
55	2021.501	MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00
56	2504.602	1" CURB STOP & BOX	EACH	5	\$ 1,000.00	\$ 5,000.00
57	2504.602	1" CORPORATION STOP	EACH	5	\$ 700.00	\$ 3,500.00
58	2504.603	1" TYPE K COPPER PIPE	L F	285	\$ 70.00	\$ 19,950.00
CONSTRUCTION TOTAL						\$ 29,950.00
CONTINGENCY TOTAL (10%)						\$ 2,995.00
SUBTOTAL						\$ 32,945.00
INDIRECT COST TOTAL (28%)						\$ 9,224.60
TOTAL						\$ 42,169.60
E. Sanitary Sewer Improvements Connect to Eagan System - City of Inver Grove Heights						
59	2021.501	MOBILIZATION	LS	1	\$ 4,900.00	\$ 4,900.00
60	2451.607	TRENCH STABILIZATION MATERIAL (CV)	C Y	120	\$ 60.00	\$ 7,200.00
61	2503.503	8" PVC PIPE SEWER	L F	982	\$ 65.00	\$ 63,830.00
62	2503.602	CONNECT TO EXISTING MANHOLES (SAN)	EACH	1	\$ 1,800.00	\$ 1,800.00
63	2503.603	TELEVISIONING SANITARY SEWER	L F	982	\$ 4.00	\$ 3,928.00
64	2506.502	CASTING ASSEMBLY	EACH	2	\$ 1,100.00	\$ 2,200.00
65	2506.602	CHIMNEY SEAL	EACH	2	\$ 350.00	\$ 700.00
66	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	30	\$ 600.00	\$ 18,000.00
CONSTRUCTION TOTAL						\$ 102,558.00
CONTINGENCY TOTAL (10%)						\$ 10,255.80
SUBTOTAL						\$ 112,813.80
INDIRECT COST TOTAL (28%)						\$ 31,587.86
TOTAL						\$ 144,401.66
F. Sanitary Sewer Improvements South of 88th Street - City of Inver Grove Heights						
67	2021.501	MOBILIZATION	LS	1	\$ 3,800.00	\$ 3,800.00
68	2451.607	TRENCH STABILIZATION MATERIAL (CV)	C Y	30	\$ 60.00	\$ 1,800.00
69	2503.503	8" PVC PIPE SEWER	L F	573	\$ 65.00	\$ 37,245.00
70	2503.602	8"x4" PVC WYE	EACH	5	\$ 600.00	\$ 3,000.00
71	2503.603	4" PVC PIPE SEWER	L F	335	\$ 60.00	\$ 20,100.00
72	2503.603	TELEVISIONING SANITARY SEWER	L F	573	\$ 4.00	\$ 2,292.00
73	2506.502	CASTING ASSEMBLY	EACH	1	\$ 1,100.00	\$ 1,100.00
74	2506.602	CHIMNEY SEAL	EACH	1	\$ 350.00	\$ 350.00
75	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	15	\$ 600.00	\$ 9,000.00
CONSTRUCTION TOTAL						\$ 78,687.00
CONTINGENCY TOTAL (10%)						\$ 7,868.70
SUBTOTAL						\$ 86,555.70
INDIRECT COST TOTAL (28%)						\$ 24,235.60
TOTAL						\$ 110,791.30

OPINION OF PROBABLE COST

WSB Project: Argenta Trail Reconstruction Project
Project Location: City of Eagan & City of Inver Grove Heights
City Project No.: City of Eagan: City Project No. 1377. City of Inver Grove Heights: City Project No. 2023-09E.
WSB Project No: 020720-000

Design By: JL
Checked By: MRH

Date: 3/26/2024

Item No.	MnDOT Specification No.	Description	Unit	Estimated Total Quantity	Estimated Unit Price	Estimated Total Cost
G. Dakota County Regional Greenway Trail - Dakota County						
76	2021.501	MOBILIZATION	LS	1	\$ 17,800.00	\$ 17,800.00
77	2101.505	CLEARING	ACRE	1	\$ 2,500.00	\$ 2,500.00
78	2101.505	GRUBBING	ACRE	1	\$ 2,500.00	\$ 2,500.00
79	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	70	\$ 4.00	\$ 280.00
80	2106.507	EXCAVATION - COMMON	C Y	1239	\$ 30.00	\$ 37,176.94
81	2112.519	SUBGRADE PREPARATION	RDST	5	\$ 600.00	\$ 3,000.00
82	2130.523	WATER	MGAL	9	\$ 130.00	\$ 1,157.00
83	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	663	\$ 35.00	\$ 23,189.01
84	2215.504	FULL DEPTH RECLAMATION	S Y	1780	\$ 7.00	\$ 12,460.00
85	2231.603	JOINT ADHESIVE	L F	900	\$ 4.00	\$ 3,600.00
86	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	3085	\$ 30.00	\$ 92,550.00
87	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	490	\$ 80.00	\$ 39,221.55
88	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	201	\$ 90.00	\$ 18,102.60
89	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	503	\$ 87.00	\$ 43,747.95
90	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	475	\$ 90.00	\$ 42,750.00
91	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 1,500.00	\$ 1,500.00
92	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	36	\$ 750.00	\$ 27,000.00
93	2521.518	6" CONCRETE WALK	S F	200	\$ 15.00	\$ 3,000.00
94	2531.618	TRUNCATED DOMES	S F	30	\$ 60.00	\$ 1,800.00
95	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	150	\$ 3.00	\$ 450.00
96	2574.508	FERTILIZER TYPE 3	LB	26	\$ 4.00	\$ 104.00
97	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	120	\$ 2.00	\$ 240.00
98	2575.505	SEEDING	ACRE	1	\$ 1,000.00	\$ 1,000.00
99	2575.508	HYDRAULIC BONDED FIBER MATRIX	LB	372	\$ 5.00	\$ 1,860.00
					CONSTRUCTION TOTAL	\$ 373,335.05
					CONTINGENCY TOTAL (10%)	\$ 37,333.51
					SUBTOTAL	\$ 410,668.56
					INDIRECT COST TOTAL (28%)	\$ 114,987.20
					TOTAL	\$ 525,655.76
					GRAND TOTAL	\$ 2,687,500.00

DISCLAIMER:

In review of this Opinion of Probable Cost, the Client understands that the Consultant has no control over the availability of labor, equipment or materials, market conditions, or the Contractor's method of pricing. This Opinion of Probable Cost is made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, expressed or implied, regarding the ultimate bids or negotiated cost of the Work.

Breakdown of Cost by Agency

	Eagan		Inver Grove Heights		Dakota County		Total Cost
Opinion of Probable Cost - Breakdown	% Share	Cost	% Share	Cost	% Share	Cost	
A. Surface Improvements	50%	\$ 380,172.94	50%	\$ 380,172.95	-		\$ 760,345.89
B. Storm Sewer Improvements	50%	194,321.60	50%	194,321.60	-		388,643.20
C. Watermain Improvements	100%	715,475.20	-		-		715,475.20
D. Water Service Extensions	-		100%	42,169.60	-		42,169.60
E. Sanitary Sewer - Connect to Eagan System	-		100%	144,401.66	-		144,401.66
F. Sanitary Sewer - South of 88th Street	-		100%	110,791.30	-		110,791.30
G. Dakota County Regional Greenway Trail	-		-		100%	525,655.76	525,655.76
Total Cost		\$ 1,289,969.74		\$ 871,857.11		\$ 525,655.76	\$ 2,687,482.61
Percent of Total Cost (for Design Cost Share)		48.00%		32.44%		19.56%	

EXHIBIT 3
Final Design Consultant Work Order

DRAFT



EAGAN

CONSULTANT WORK ORDER REQUEST/AUTHORIZATION FORM

RESPOND BY: 07/03/24

CITY REQUEST

Billing & Correspondence Reference:

Contract/Project # Project 1377

Location/Description Argenta Trail Urban Upgrade & Utilities

Description of Work:

Completion of Final Design and preparation of construction plans & specs for the Argenta Trail project. The project will be completed jointly with the City of Inver Grove Heights and Dakota County in accordance with the JPA. This work order is valid through the opening of bids.

Completion Dates/Miscellaneous: Bid opening, Jan 2025

☐ Original Date: _____

☒ Supplemental 07/05/2024

(See Original Dated 06/15/2022)

Primary Contact Person: Aaron Nelson

Requested/Initiated By: _____

☒ Public Improvement Bond (Proj.) 1377

☒ Other cost share JPA w/ IGH & Dakota County

CONSULTANT RESPONSE

Firm: WSB

Attention: Monica Heil

Project Manager: Monica Heil

Company File #: 20720-000

Other Key Individuals Assigned/Task: 1. John Bradford

2. _____

Time Schedule/Completion Date: Complete Plans & Specs by Dec. 2024, Bid opening in Jan. 2025

Additional Consultant/Outside Services Expected:

Method of Billing:

☒ Labor & Materials \$ \$203,635

Not To Exceed Estimate

Lump Sum \$ _____

Other Comments: Project costs split with the city of Inver Grove Heights and Dakota County Greenway, per JPA

CITY AUTHORIZATION

Approved By: Aaron J. Nelson
Employee

07/05/2024
Date

City Authorized Limit:
\$ 203,635

Council Authorization:
May 2024

Comments:

Note: All invoices must be submitted to the City within 35 days of incurring chargeable cost to be eligible for payment. Please submit invoices electronically to: apinvoices@cityofeagan.com. All invoices should include Contract/Project #s, billing/correspondence, current charges, total billings to date, and City's authorized limit if identified herein.

INSTRUCTIONS

1. City staff member fills out "City Request" portion and e-mails to consultant, with a copy in project/contract file.
2. Consultant completes "Consultant Response" portion and e-mails to initiating City staff member.
3. Initiating City staff member approves Work Order using electronic signature in the "City Authorization" portion and e-mails to consultant and the Finance Department.
4. Signed Work Order is then placed in project/contract file.



June 28, 2024

Mr. Aaron Nelson
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122

Re: Proposal to Provide Professional Engineering Services for Construction Documents
Argenta Trail Reconstruction Project
Eagan, MN

Dear Mr. Nelson:

On behalf of WSB we are pleased to submit this proposal to provide engineering services to the City of Eagan. Specifically, our services will include design of the project Construction Documents for the Argenta Trail Reconstruction Project.

I. PROJECT UNDERSTANDING

The Argenta Trail Reconstruction Project is comprised of approximately 0.4 miles of undivided two lane rural roadway existing within both the City of Eagan and the City of Inver Grove Heights. Since 2005, when an overlay was performed on the roadway, the condition of the roadway surface has deteriorated, and the two cities jointly desire to reconstruct the roadway. The section of Argenta Trail proposed to be improved is the rural roadway section located just north of the intersection with Aviary Path to just north of the intersection with Opperman Drive.

The scope of the Argenta Trail Reconstruction Project surface includes: reclamation of the existing pavement, installation of a new pavement section, installation of concrete curb and gutter, spot subgrade corrections as necessary, and design of this portion of Dakota County's Mendota-Lebanon Hills Greenway Trail project. Utility improvements include installing storm sewer to drain the new urbanized roadway, replacement and extension of watermain along the full project limits, stubbing additional water services to the mobile home community and four single family lots on the east side of Argenta Trail, extending sanitary sewer main across Argenta at 88th Street, and stubbing sanitary services to the four single family lots. The cities desire to reconstruct Argenta Trail in 2025 using a combination of State Aid Funds, Special Assessments, Dakota County Greenway, and local funds.

II. PROJECT APPROACH / SCOPE OF SERVICES

WSB's project scope and proposed tasks are based on our understanding of the project, and we propose the following scope of services:

Task 1 - Data Collection

i. Topographic Survey and Gopher State One Call

To supplement the drone survey data collected in 2022, WSB proposes to perform a topographic survey of the site. This will include the horizontal and vertical alignment of all

surface level features in the pavement area, including existing curb lines, the bituminous trail along Dodd Road, driveways, utility castings, pipe sizes, and invert elevations. The storm pipe inverts in the adjacent wetland to the west will also be surveyed for the storm sewer design. Surveyors will also locate the drinking water wells and septic system fields and cleanouts for the four single family properties on the south end of the project east of Argenta Trail.

WSB will coordinate all private utilities within the project area to be marked in the field prior to conducting a topographic survey of the site.

ii. Wetland Delineation

All wetlands and surface water features will be delineated and characterized within the defined review limits. Prior to the site visit, WSB will review the Dakota County Soil Survey, MnDNR Public Waters map, MnDNR National Wetland Inventory, FEMA flood zone map, contours, and historic aerial photos for the project area.

A Level 2 (onsite) wetland investigation will be completed within the designated review limits. The wetland delineation will be completed in conformance with the US Army Corps of Engineers (USACE) *Wetlands Delineation Manual* (US Army Corps of Engineers, 1987) and the Midwest Regional Supplement. The wetland boundaries will be surveyed using a sub-meter accuracy GPS unit. Fluorescent pink pin flags may be used to temporarily mark the boundary of any wetlands and surface water features, until approval is received.

iii. Wetland Delineation Report and Boundary/Type Approval

The field wetland delineation data will be compiled into a wetland delineation report. This report will be submitted to the city of Eagan, the Local Government Unit (LGU) for the WCA. The report will also be submitted to the USACE for their review and approval. The wetland delineation report will include a figure depicting the locations of all delineated wetlands, as well as characterization & classification of wetland types. The location of roadside ditches, watercourses, stormwater ponds, and/or County ditch systems will also be depicted, if applicable.

Wetland boundary and type concurrence will be requested from the city and USACE. A final, approved wetland boundary electronic (CAD, GIS) file will be delivered to the client following LGU and USACE approval. This task includes a return trip to the site to meet with the LGU to verify the delineated wetland boundaries.

iv. Wetland Permitting

WSB will prepare and submit the Joint Application form for projects affecting aquatic resources. Discussion of wetland impact avoidance/minimization and quantification of wetland impacts will be coordinated. The application will be submitted to the LGU and the USACE.

Task 2 - Final Plans and Specifications

i. Project Management

WSB will manage all design work of the project, including coordination/ meetings with City staff and the City Council for the Cities of Eagan and Inver Grove Heights. This will also include coordination with Dakota County for the greenway design.

ii. Final Construction Documents and Bidding Services

Prepare final construction plans, project specifications, contract documents and bidding forms. Plans are anticipated to include the following: title sheet, tabulations, general notes, typical sections, standard details, street removal plans, sewer and water improvement plans, storm sewer plans, street improvement plans, intersection and pedestrian ramp details, signage and striping plan, erosion control, storm water pollution prevention plan and cross sections. Plans and specifications will be in accordance with City of Eagan, City of Inver Grove Heights, Dakota County Greenway and MnDOT State Aid standards.

WSB will evaluate and incorporate any requirements to construct the project to the Lower Mississippi River Watershed Management Organization (LMRWMO) standards. Permit fees will be invoiced separately from the proposed design fee below. WSB will complete all State Aid documentation for the plan review and approval process.

All aspects of bid solicitation, communication, and evaluation are included in our proposed work scope. This includes preparing the advertisement for bids; posting it in appropriate bid publications and venues; filing or uploading the plans to construction bid websites such as QuestCDN; and responding to questions or requests for clarification from plan-holders and potential bidders. Responses will be documented and communicated in a transparent manner such that all potential bidders have the same information. If addenda are required, WSB will prepare and distribute them accordingly. At the City's discretion, a pre-bid conference may also be required. We will also attend the bid opening, tabulate the bids, and prepare a recommendation for contract award or rejection of bids. Once the contract has been awarded, we will also review the contractor submittals including the contract, payment bonds, and performance bonds and will make a recommendation on their acceptability to the City.

III. ASSUMPTIONS

WSB has based the scope of work and fee upon the following assumptions.

- a. This project is being managed between the City of Eagan and the City of Inver Grove Heights via Joint Power Agreement between the two cities.
- b. The project will be designed and constructed in accordance with the feasibility report provided to the City of Eagan by WSB on April 2, 2024.
- c. This project is being funded by a combination of City of Eagan, City of Inver Grove Heights, Dakota County, Minnesota State Aid and special assessment funds. As such, the trail will be designed to Dakota County Greenway standards and the overall project will be designed to State Aid standards and approved through the State Aid review process.
- d. Our budget includes our attendance at one City Council meeting for each City during the design phase, where we will be expected to provide project updates and present the plans and specifications for approval.

- e. This scope includes preparation of a Joint Application for wetland permitting services.
- f. WSB can proceed with the wetland delineation services within four weeks of receipt of authorization (within the growing season).
- g. Site access permission will be granted.
- h. The process to obtain the wetland boundary/type decision takes approximately 60 days.
- i. The wetland delineation report submittal includes time for one round of revisions per LGU/USACE comments.
- j. No onsite surveys for protected species or habitat assessments are included.
- k. Any fees and the cost of wetland mitigation credits are the responsibility of the applicant.

IV. EXCLUSIONS

The following items are excluded from this Agreement. However, WSB can provide these professional services via separate proposal.

- (1) Public Communication which could include developing a project website, attending and assisting with an open house, or other public involvement efforts. It is assumed that the Cities will reach out individually to the respective property owners in Eagan and Inver Grove Heights.

V. ADDITIONAL SERVICES

Additional services may be added upon approval by both the City of Eagan, City of Inver Grove Heights and WSB, including: public involvement, construction administration, observation, staking and materials testing. WSB will provide a separate proposal for such services. If additional work is required regarding the wetland delineation beyond this scope, WSB will provide those services on a time and materials basis following written approval from the City of Eagan.

VI. PROPOSED FEES

WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with past reconstruction and reclamation projects in the area. We estimate an hourly not to exceed fee of **\$203,635.00**.

VII. SCHEDULE

In accordance with the feasibility study, WSB proposes the following project schedule:

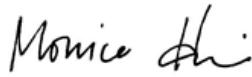
Eagan City Council Authorizes Engineering Services	July, 2024
Inver Grove Heights City Council Authorizes Engineering Services	July, 2024
State Aid Review Submittal	November, 2024
Complete Plans and Specifications	December, 2024
Advertisement for Bids Issued	December 2024
Open Bids	January 2025
Receive Bids, Award Construction Contract.....	February 2025
Begin Construction	April, 2025
Substantial Completion of Construction	September 2025
Final Completion of Construction	October 2025
Assessment Hearing	October, 2025

VIII. ACCEPTANCE

The proposed scope and fee presented herein represents our complete understanding of the project based on the feasibility study completed by WSB in April, 2024, site visits and discussions with City staff. If you are in agreement with the terms of this proposal, please provide a Work Order to complete this scope of services in accordance with our Master Service Agreement dated July 6, 2021. If you have any questions or concerns, please feel free to contact me at 952.843.8323. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and your staff.

Sincerely,

WSB

A handwritten signature in black ink that reads "Monica Heil". The signature is written in a cursive, flowing style.

Monica Heil, PE
Vice President of Municipal Services

Cc: Brian Connolly, City of Inver Grove Heights
Kyle Hoff, WSB
John Bradford, WSB



wsb

[illegible]



Request for Council Action

SUBJECT: **Resolution Approving Joint Powers Agreement for Preliminary Design of City Project Nos. 2023-13 and 2024-14 - 70th Street Reconstruction and Lane Reduction**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Joint Powers Agreement (JPA) with Dakota County for the preliminary design of City Project Nos. 2023-13 and 2023-14 - 70th Street Reconstruction and Lane Reduction.

BACKGROUND

Dakota County has identified a need to reconstruct the segment of 70th Street between MN Hwy 3 (Robert Trail) and Babcock Trail to increase safety, better manage access, and provide multimodal functionality. At the same time, Dakota County has identified a need for lane reduction on the segment of 70th Street from Babcock Trail to Cahill Avenue to increase safety, better manage access and provide additional multimodal functionality. Both projects have been included in both the County and City Capital Improvement Plans for 2024.

While identified as two separate County projects and subsequent City projects, these needs have been combined into a single preliminary design effort that will define how final design and construction will proceed to finalize updates to safety, access, and transportation needs in the above remaining 70th Street portion within Inver Grove Heights.

Dakota County will be the lead agency for preliminary design efforts. As this is an inter-agency project, a Joint Powers Agreement (JPA) is proposed in accordance with Minnesota State Statute 471.59 to identify responsibilities between the participating agencies for completion of the preliminary project engineering and payment of any costs.

Dakota County solicited proposals from four firms and awarded a contract for both projects to Kimley-Horn. The total cost for the work as proposed is \$570,218, which includes a 10% contingency. The City will be responsible for \$85,532.70 (15%).

FISCAL IMPACT

The City of Inver Grove Heights' costs for preliminary engineering design are budgeted for and proposed to be funded through the Pavement Management - Partnership Projects Fund (Fund 441). The JPA commits the City to the City's identified preliminary engineering design cost share of \$85,532.70.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, approving the Joint Powers Agreement (JPA) with Dakota County for the preliminary design of City Project Nos. 2023-13 and 2023-14 - 70th Street Reconstruction and Lane Reduction.

ATTACHMENTS

1. Resolution - 70th Street Reconstruction and Lane Reduction JPA
2. JPA between Dakota County and City of IGH (Contract #DCA21431)

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

RESOLUTION NO. 2024-212

**RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT WITH DAKOTA
COUNTY FOR PRELIMINARY DESIGN ENGINEERING AND COST PARTICIPATION FOR
ROADWAY RECONSTRUCTION AND LANE REDUCTION ALONG CSAH 26 (70TH STREET)
FROM MN HWY 3 TO CAHILL AVENUE**

WHEREAS, the City of Inver Grove Heights and Dakota County desire to complete preliminary design and cost participation for the reconstruction for the section of CSAH 26 (70th Street) (City Project No. 2023-13) between MN Hwy 3 and Babcock Trail and a lane reduction for the section of CSAH 26 (70th Street) (City Project No. 2023-14) between Babcock Trail and Cahil Avenue; and,

WHEREAS, the western portion (City Project No. 2023-13) will expand the roadway from two lanes to three, add storm sewer facilities and multiuse trail, manage public and private accesses onto 70th Street, and make intersection safety improvements; and

WHEREAS, the eastern portion (City Project No. 2023-14) will include pavement maintenance, reduce the roadway from five to three lanes, construct a multiuse trail on the north side, consider safety improvements to existing intersections, and manage public and private accesses to 70th Street; and

WHEREAS, the County will lead the preliminary design with input from the City; and

WHEREAS, cost responsibility preliminary design efforts will be distributed as 85% County and 15% City participation; and

WHEREAS, the City and County have drafted a Joint Powers Agreement identifying the cost and execution responsibilities of each agency with respect to the preliminary engineering of both segments of 70th Street as described, to be executed by the two parties.

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

- 1) The Joint Powers Agreement with Dakota County for the Preliminary Design Engineering, and Cost Participation for City Project Nos. 2023-13 and 2023-14 is hereby approved.
- 2) The Public Works Director, Mayor, City Attorney, and City Clerk are hereby authorized to carry out the agreement on the City's behalf.
- 3) The City will participate in cost sharing per the County's cost participation policy at 85% County/15% City.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

JOINT POWERS AGREEMENT
BETWEEN
THE COUNTY OF DAKOTA AND THE CITY OF INVER GROVE HEIGHTS
FOR
DAKOTA COUNTY PROJECT NO. 26-060 AND 26-068
INVER GROVE HEIGHTS PROJECT NO. 2023-13 AND 2023-14

Preliminary Engineering for 70th Street Reconstruction Between Robert Trail and Babcock Lane
(County Project 26-060)

And

Preliminary Engineering for 70th Street Improvements Between Babcock Lane and Cahill
Avenue (County Project 26-068)

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to develop preliminary designs for two projects on 70th Street, including reconstruction, pavement rehabilitation, trail facility construction, public utility improvements and traffic safety improvements. The design work will produce preliminary plans that the county and city will advance towards a final design and eventual construction.

THIS JOINT POWERS AGREEMENT ("Agreement") is entered into by and between the County of Dakota ("County") and the City of Inver Grove Heights ("City") (County and City are hereinafter collectively referred to as the "Parties") and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subdivision 1, two governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, to provide a safe and efficient transportation system, the County and the City are pursuing the preliminary engineering for several improvements on County State Aid Highway 26 (70th Street); and

WHEREAS, the County has, in consultation with the City, programmed the preliminary design for these improvements along 70th Street (**Exhibit A**); and

WHEREAS, this Agreement defines the roles and responsibilities of each party regarding a feasibility study.

NOW, THEREFORE, it is agreed that the County and the City will share responsibilities and jointly participate in costs as described in the following sections:

1. Engineering. Engineering shall include all aspects of the Preliminary Engineering, including public involvement, agency involvement, alternatives analysis, surveying and mapping, environmental review, utility coordination, including the cost of County and City staff time for these purposes. Engineering costs incurred shall be split according to specific tasks as described in Section 2.
2. Cost Share. The costs of Engineering for specific elements of the preliminary engineering will be allocated and paid by each party as defined according to project cost sharing policies in the current adopted Dakota County Transportation Plan (**Exhibit B**). The costs of Engineering for specific elements of the preliminary engineering will be allocated and paid by each party as defined according to project cost sharing policies in the current adopted Dakota County Transportation Plan (July 2021). Cost Participation Policy F.1 is the primary policy for which the preliminary design will be performed, and includes an 85% County/15% City cost split . The total estimated cost for the preliminary design phase at the time of execution of this Joint Powers Agreement is \$342,130.80 for CP 26-60, and \$228,087.20 for CP 26-68 (\$570,218 combined), which includes a 10% contingency in addition to the preliminary design engineering contract costs with the County's consultant. Expenses incurred under this Agreement shall not exceed the total funding contributions as defined above, unless otherwise agreed to by both the City and County in writing. Per County Policy F.18 in the 2040 Transportation Plan, the City may elect to have the County advance fund a portion of its cost obligation to the projects. For this project, the County agrees to advance up to \$19,500 of the City's share, with repayment by the city before December 31, 2025.

3. Payment. The County will engage a contractor to complete the preliminary design and will administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as the project work progresses, and when certified by the County Engineer. Upon presentation of an itemized claim by the County, the City shall reimburse the County for its share of the costs incurred under this Agreement. Payment shall be made within 35 days from the receipt of an invoice. If any portion of an invoice is questioned by the City, the remainder of the invoice shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.
4. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the cost participation must be approved by the County's Authorized Representative and the City prior to execution of work. The Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay completion of the preliminary engineering.
5. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
6. Effective Dates for Design of Project. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2025.
7. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation and standard specifications, rules, and contract administration procedures.
8. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. The Parties recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466.

In the event that any claims or actions are filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third-party liability claim arising from the study, the Parties agree to require any contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain professional liability insurance in amounts consistent with minimum limits of coverage established under Minnesota Statutes § 466.04. All such insurance policies shall name County and City as additional insureds.

9. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation. All claims made by any third party because of any act or omission on the part of County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City, and any and all claims made by any third party as a consequence of any act or omission on the part of City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.
10. Audit. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County and the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.
11. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the County and the City regarding the study, whether written or oral.
12. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Erin Laberee (or successor)
Dakota County Transportation
Director/County Engineer
14955 Galaxie Avenue
Apple Valley, MN. 55124
(952) 891-7122

Brian Connolly (or successor)
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2571

The Authorized Representative shall obtain authorization to implement or administer any provision of this Agreement from his or her respective governing body as required by the governing body's policies and procedures. The Parties shall promptly provide notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

All notices or communications required or permitted by this Agreement shall either be hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed completed two business days after the date of mailing.

IN WITNESS THEREOF, the Parties have caused this Joint Powers Agreement to be executed by their duly authorized officials.

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

By: _____
Brian Connolly, Public Works Director

Date _____

By: _____
Brenda Dietrich, Mayor

Date September 23, 2024

APPROVED AS TO FORM:

City Attorney/Date

Attest: _____
Rebecca Kiernan

Date September 23, 2024

COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

By: _____
Erin Laberee, Transportation Director

Date _____

By: _____

Georg Fischer,
Physical Development Director

Date _____

APPROVED AS TO FORM:

/s/ Joseph Marek 8/27/24
Assistant Dakota County Attorney/Date
KS-24-216
Dakota County Board Resolution: 24-153



Request for Council Action

SUBJECT: **Resolution Approving Amendment to the Final Design Contract for City Project No. 2023-08 - Babcock Trail Multi-Use Path Construction**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Paul Merchlewicz, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving an amendment to the contract value for the final engineering work associated with City Project No. 2023-08 - Babcock Trail Multi-Use Path Construction

BACKGROUND

On November 27, 2023, the City Council approved a Joint Powers Agreement (JPA) with Dakota County for the final design, right of way acquisition, and construction of the Babcock Trail Multi-Use Path (City Project No. 2023-08)(Resolution No. 2023-287). At the same meeting, the City Council also approved a contract with Short Elliot Hendrickson, Inc. (SEH) (Resolution No. 2023-288), for the final design engineering and right of way acquisition in the amount of \$197,900 based on a preliminary design completed for the City and Dakota County in December 2017.

Through the final design process, several scope changes related to the project occurred that resulted in the need for additional work and costs for final design. These scope adjustments are identified in the attached amendment letter from SEH, and include additional survey, changes in assumed storm water configurations based on what was in the feasibility study, driveway access coordination, and the acquisition of a subconsultant to perform a review appraisal as required for funding approval. The total amount of extra work identified is \$30,000, or approximately 15% more than the original final design contract. As part of the resolution awarding the contract, the City Council only authorized up to \$20,000 to be used as a contingency.

This request has been reviewed by City and County project staff, who believe it to be reasonable, reflective of work that was beyond the scope of the original contract, and necessary to complete the final design effort as originally proposed.

FISCAL IMPACT

The original cost estimate for final design engineering was \$197,900, as noted in the Resolution approved by the City Council on November 27, 2023. The table below shows the cost sharing responsibilities between the City of Inver Grove Heights and Dakota County, including the proposed contract amendment:

	City of IGH (15%)	Dakota County (85%)	Total
Final Design Cost	\$29,685	\$168,215	\$197,900
Final Design Amendment No. 1	\$4,500	\$25,500	\$30,000
Total Contractual Obligation	\$34,185	\$193,715	\$227,900

The cost for the City's share of Amendment No. 1 to the contract will be funded through Fund 440 - Pavement Management - Local Streets.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution - Contract Amendment No 1 - 2023-08
2. IGH-BabcockTrail-ScopeAmendment-083024

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

RESOLUTION NO. 2024-213

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE FINAL DESIGN ENGINEERING
CONTRACT WITH SHORT ELLIOT HENDRICKSON, INC. (SEH) FOR THE BABCOCK TRAIL
MULTI-USE PATH PROJECT (CITY PROJECT NO. 2023-08)**

WHEREAS, the City of Inver Grove Heights (City) and Dakota County (County) entered into a Joint Powers Agreement (JPA) for the final design engineering, right of way acquisition, and construction associated with City Project No. 2023-08 – Babcock Trail – Multi-Use Trail on November 27, 2023; and

WHEREAS, the cost split between the City and County for the final design engineering is 15% City and 85% County; and

WHEREAS, the City and SEH entered a Contract for final design engineering and right of way acquisition on November 27, 2023, for \$197,900; and

WHEREAS, several scope changes related to the project have occurred, resulting in the need for additional work and costs for final design, surveys, appraisal review; and

WHEREAS, these changes have resulted in additional costs in the amount of \$30,000 to be incurred in order for SEH to complete the final design and right of way work as defined by the contract.

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

- 1) The City hereby approves Amendment No. 1 to increase the contract value by \$30,000 from \$197,900 to \$227,900.
- 2) Based on the const split in the JPA between the City and County, the City's share of the increase in Contract cost will be \$4,500 and will be funded through Fund 440 – Pavement Management – Local Streets.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 23rd day of September 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



August 30, 2024

RE: City of Inver Grove Heights
Babcock Trail – Multiuse Trail
Scope Amendment
SEH No. INVER 176187
City Project 2023-08

Paul Merchlewicz
City Engineer
City of Inver Grove Heights
pmerchlewicz@ighmn.gov

Dear Paul:

Short Elliott Hendrickson Inc. (SEH®) appreciates the opportunity to submit an amendment to the Work Order and Agreement between the City of Inver Grove Heights and SEH dated November 27, 2023 for the Babcock Trail Multi-Use Trail project.

Scope Amendment

During Task 3, Construction Limits, the project team decided to move in a different direction from the feasibility plans prepared by WSB. These changes included adding curb/gutter and storm sewer for the entire length of the project, changing the alignment of the trail to stay closer to the roadway, and changes to the CHS driveway and to Cenex Drive. These changes had a positive effect on the overall design, including significantly reducing the cost of easements required for the project, eliminating the need for any new retaining walls, and having minimal impact on the existing cemetery resulting in only topsoil removal and no major excavations needed. However, in order to make these improvements to the overall design, the SEH team spent more time than was in the original scope of work.

As work progressed to Task 6, Trail Design, additional refinements were made, including more design refinements to the CHS driveway, additional storm sewer review, evaluation of converting a portion of the design back to a rural section, and potential to revise a portion of the design to an on-street bike lane at the bridge.

During the review of the right-of-way/easement acquisition process, Dakota County indicated a requirement for an independent review of the appraisal. This work was not originally within the scope of work and SEH hired an independent reviewer to ensure compliance with the County and MnDOT Federal Aid processes.

Amended Fees & Billing

This amendment letter describes how we will provide these services for an additional not-to-exceed fee of **\$30,000**.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10650 Red Circle Drive, Suite 500, Minnetonka, MN 55343-9229

952.912.2600 | 800.734.6757 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

This work can be broken down as follows:

Task	Hours	Fee
Convert from rural to urban design, additional comments and refinements	48 hours roadway 40 hours storm sewer	\$15,500
CHS driveway design, redesign, auto-turn exhibits	20 hours for first design and autoturn 8 hours for redesign and autoturn	\$5,000
Additional survey	8 hours + equipment + mileage	\$1,500
Revise to rural section north of CHS driveway, design on-street bikelane and crossings at bridge	24 hours	\$5,000
Review Appraisal	Subconsultant	\$3,000
		\$30,000

Pursuant to the Work Order and Agreement between the City of Inver Grove Heights and SEH dated November 27, 2023, we will bill the City monthly for reimbursable expenses and on an hourly basis for labor.

Any additional tasks added to, or deleted from this project shall be by written amendment to the contract and signed by both parties.

Feel free to contact me at 952-912-2610 or at jdesrude@sehinc.com if you have any questions regarding any of the above-mentioned information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Jen Desrude, PE (Lic. MN)
Project Manager



Toby Muse, PE (Lic. MN)
Principal

x:\fj\inver\176187\1-gen\10-setup-cont\02-contract\amendment\igh-babcocktrail-scopeamendment-083024.docx

Accepted on this 23rd day of September, 2024

City of Inver Grove Heights, Minnesota

By: _____
Name: Brenda Dietrich

Title Mayor _____



Request for Council Action

SUBJECT: **Resolutions Granting Conditional Use Permit and Approving PUD Development Plan Amendment, Improvement Agreement, and Related Documents for Daycare Facility Located at 7761 Amana Trail**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, approving a Final PUD Development Plan and Conditional Use Permit, Development Agreements, release from original development contract, granting new easements and vacating a portion of an existing drainage easement for a new day care facility to be located at 7761 Amana Trail.

BACKGROUND

The applicant is proposing to develop one of the vacant commercial lots on the “main street” of the Argenta Hills development with a daycare facility. The project would consist of constructing a 12,000 square foot daycare facility with outdoor playground area on the south side of the site and reconfiguring the parking lot, orientation of the building and access points to this lot.

The project complies with all performance standards of the Northwest Area. A Conditional Use Permit (CUP) is required for a daycare facility in the B-4/PUD district, and is included in the attached items to be approved.

The applicant is requesting release from the original Argenta Hills PUD Development Contract since the terms of that agreement have been met and this is done to help clean up the title.

A new drainage and utility easement will be created over an existing area on the plat that was intended to be an easement, but not clearly defined. This new easement will eliminate any ambiguities.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission considered portions of this agenda item at its June 4, 2024 meeting and others at its September 17, 2024 meeting and recommended approval of all. Staff recommends approval of the request as presented.

ATTACHMENTS

1. Location Map
2. Resolution of Approval - CUP
3. Resolution Vacating Portion of Temporary Ponding Easement
4. Resolution Approving PUD Amendment
5. Resolution Approving Improvement Agreement and Related Documents
6. Improvement Agreement
7. Storm Water Facilities Maintenance Agreement
8. CC FINAL Insite Release from DC v2 9.19
9. Supplemental Drainage and Utility Easement
10. Planning Commission Recommendation
11. Staff Report to Planning Commission - September 17, 2024
12. Staff Report to Planning Commission - June 4, 2024



Location Map

Case No. 24-16PUD



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

RESOLUTION NO. 2024-214

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO OPERATE A
DAYCARE FACILITY**

CASE NO. 24-35VAC
InSite Development

WHEREAS, an application for a conditional use permit has been submitted for property located at 7761 Amana Trail, Inver Grove Heights (the "Property"), legally described as;

Lot 3, Block 2, Argenta Hills, Dakota County, Minnesota

WHEREAS, the application for the conditional use permit has been requested to allow the construction and operation of a daycare facility on the Property in conformance with the submitted site plan and related plans; and

WHEREAS, the aforescribed property is zoned B-4/PUD, Shopping Center/Planned Unit Development, and a daycare is a conditional use in this district;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and will not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on September 17, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow the operation of a daycare facility on the Property is hereby approved subject to the following conditions:

1. The 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.

Civil Plan Set	Dated: 08-06-24
Landscape Plan	Dated: 08-06-24

2. Plans and approvals are subject to the review and approval by the City Engineer.
3. Sign permits are required for all signs.
4. Any rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

AYES:

NAYS:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 24-215

**RESOLUTION PROVIDING FOR THE VACATION OF
A PORTION OF A TEMPORARY PONDING EASEMENT RECORDED AS DAKOTA COUNTY
DOCUMENT NUMBER 2602712
PURSUANT TO MINNESOTA STATUTES SECTION 462.358, SUBD. 7 AND 412.851**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights has received an application for vacation of a portion of that Temporary Ponding Easement Agreement dated May 30, 2008 and recorded on July 15, 2008 as Document No. 2602712 with the Dakota County Recorder (the "Temporary Ponding Easement") for a portion of certain real property, including that real property legally described on **Exhibit A** (the "Property"); and

WHEREAS, the contract purchaser of the real property identified on **Exhibit A** have applied to the City of Inver Grove Heights for various development-related approvals for the Property to develop the Property with a daycare facility; and

WHEREAS, the development plans for the daycare facility call for the use of a portion of the existing Temporary Ponding Easement Area legally described on **Exhibit B** and depicted on **Exhibit C** for parking or other site-related development purposes; and

WHEREAS, it has been determined that a partial vacation of the Temporary Ponding Easement area legally described on **Exhibit B** and depicted on **Exhibit C** will have no negative impact on the remainder of the City's easement rights, and therefore it is in the interest of the public to vacate that portion of the Temporary Ponding Easement legally described on **Exhibit B** and depicted on **Exhibit C**; and

WHEREAS, because the vacation is necessitated only by the redevelopment of the Property as currently proposed, should redevelopment not occur as currently planned, this vacation shall not become effective, and therefore a condition precedent to this vacation is the execution and recording of the Improvement Agreement between the City and InSite Development Services L.L.C. or its affiliate of that Improvement Agreement for the Property approved by the City Council at its meeting on September 23, 2024; and

WHEREAS, a public hearing on the vacation of the Temporary Ponding Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the

proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes, Section 412.851; and

WHEREAS, a public hearing on the vacation of the Temporary Ponding Easement was held by the Planning Commission of the City of Inver Grove Heights on September 17, 2024 in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Temporary Ponding Easement; and

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, and by at least a 4/5th vote of all members of the Council hereby vacates that portion of the Temporary Ponding Easement legally described on **Exhibit B** on that real property legally described on **Exhibit A**.
2. That the easement vacation authorized by this resolution shall only be effective following the execution and recording of that Improvement Agreement for the Property approved by the City Council on September 23, 2024, and upon recording of a Notice of Completion of Vacation, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY ON WHICH TEMPORARY PONDING
EASEMENT IS LOCATED

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

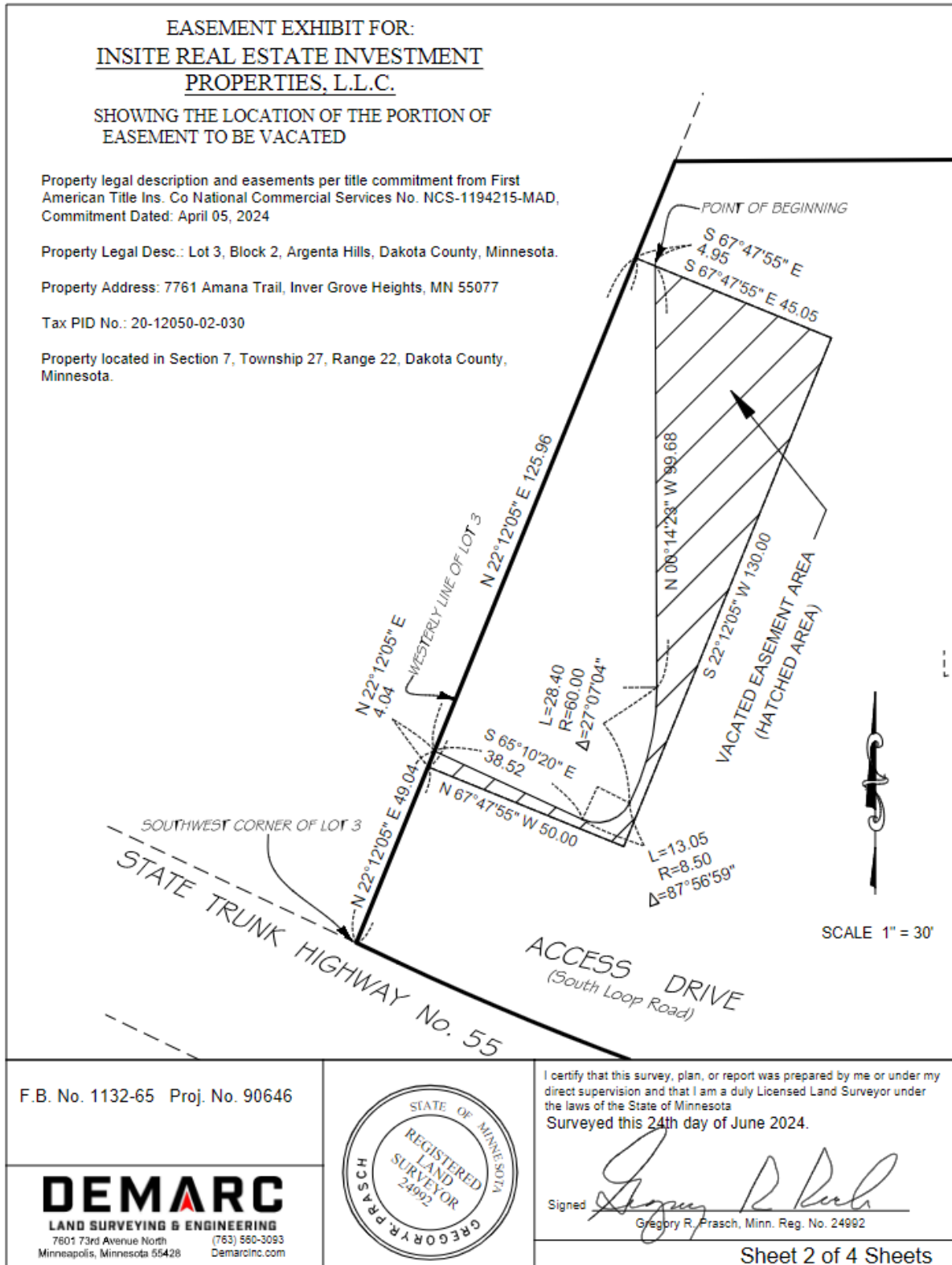
Lot 3, Block 2, ARGENTA HILLS.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY PONDING EASEMENT AREA TO BE
VACATED

All that part of Lot 3, Block 2, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota. Commencing at the southwest corner of said Lot 3; thence on an assumed bearing of North 22 degrees 12 minutes 05 seconds East, along the westerly line of said Lot 3, for 49.04 feet; thence continue North 22 degrees 12 minutes 05 seconds East, along said westerly line, for 125.96 feet; thence South 67 degrees 47 minutes 55 seconds East for 4.95 feet to the point of beginning; thence South 67 degrees 47 minutes 55 seconds East 45.05 feet; thence South 22 degrees 12 minutes 05 seconds West for 130.00 feet; thence North 67 degrees 47 minutes 55 seconds West for 50.00 feet; thence North 22 degrees 12 minutes 05 seconds East 4.04 feet; thence South 65 degrees 10 minutes 20 seconds East 38.52 feet; thence Northeasterly 13.05 feet along a tangential curve concave to the Northwest having a radius of 8.50 feet and a central angle of 87 degrees 56 minutes 59 seconds; thence Northerly 28.40 feet along a tangential curve concave to the West having a radius of 60.00 feet and a central angle of 27 degrees 07 minutes 04 seconds; thence North 00 degrees 14 minutes 23 seconds West 99.68 feet to the point of beginning and there terminating.

EXHIBIT C

DEPICTION OF TEMPORARY PONDING EASEMENT AREA TO BE VACATED



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

RESOLUTION NO. 2024-216

**A RESOLUTION APPROVING A PUD DEVELOPMENT PLAN AMENDMENT TO
CONSTRUCT A COMMERCIAL BUILDING TO BE USED AS A DAYCARE FACILITY ON
LOT 3, BLOCK 2, ARGENTA HILLS**

CASE NO. 24-16PUD

WHEREAS, a PUD Development Plan Amendment application has been submitted to the City for that portion of the property located within the Plat of Argenta Hills (Plat) and legally described as;

Lot 3, Block 2, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, a public hearing concerning the PUD Amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on June 4, 2024.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE CITY OF INVER GROVE HEIGHTS that the PUD Development Plan Amendment for Lot 3, Block 2 are hereby approved as follows, 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.

Site Plan
Site Utility Plan
Grading Plan
Landscape Plan
Elevation Plans
Lighting Illumination Plan

***The final list of approved plans and date of plans shall be identified in the improvement agreement.**

2. Plans and approvals are subject to the review and approval by the City Engineer.

3. The Developer and Owner shall enter into an Improvement Agreement with the City for development of the property.
4. Sign permits are required for all signs.
5. Any rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

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

Passed this 23rd day of September, 2024.

BY:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2024-217

**A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT, RELEASE FROM DEVELOPMENT
CONTACT, AND ACCEPTANCE OF NEW EASEMENT FOR LOT 3, BLOCK 2,
ARGENTA HILLS**

**CASE NO. 24-235VAC
(Insite Development)**

WHEREAS, InSite Development Services, L.L.C. or its affiliate (“Developer”) has applied to the city for various approvals in order to develop Lot 3, Block 2, ARGENTA HILLS (the “Property”) with a daycare facility; and

WHEREAS, the Planning Commission has reviewed the proposed development and recommended approval of an amendment to the existing PUD and PUD Development Plans for the Property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that the Improvement Agreement, Stormwater Facilities Maintenance Agreement, and Release from Development Contract for Lot 3, Block 2, ARGENTA HILLS, and Additional Easement are hereby approved subject to any revisions as may be required by the City Attorney and the following conditions:

1. Developer shall execute the attached Improvement Agreement, Storm Water Facilities Maintenance Agreement, and Easement Agreement prior to any work commencing on Property or issuance of a building permit for the Property.
2. Developer is in the process of purchasing the Property. If Developer does not purchase the Property on or before June 1, 2025, the approvals granted herein shall automatically expire, and Developer shall not be obligated to execute any of the attached agreements and documents.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that:

1. The Council accepts the attached Drainage and Utility easement and authorizes execution and recording of the same upon Developer’s acquisition of the Property.
2. Dispenses of the requirements of Minn. Stat. § 462.356, subd. 2 pursuant to a vote of at least 2/3 of the Council as it finds that the proposed acquisition of the attached

easement interest in the Property has no relationship to the City's comprehensive plan.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and City Clerk are hereby authorized to execute the documents identified herein and the City Clerk is directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 23rd day of September, 2024.

BY:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, Cit

**IMPROVEMENT AGREEMENT
RELATING TO LOT 3, BLOCK 2,
ARGENTA HILLS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT RELATING TO PROPERTY AT 7761 AMANA TRAIL,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS IMPROVEMENT AGREEMENT RELATING TO PROPERTY AT 7761 AMANA TRAIL, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (“Agreement”) is made and entered into on the 23rd day of September, 2024 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the “City”), and INVER GROVE HEIGHTS, MN (7761 AMANA) LLC,, an Illinois limited liability company (hereinafter called “Developer” and “owner”) identified herein.

RECITALS:

WHEREAS, Developer has applied to the City for approval of the Development Plans.

WHEREAS, the Developer is under contract to purchase the Subject Property and intends to become the fee owner of the Subject Property.

WHEREAS, the Subject Property is part of a Planned Unit Development, and is subject to all of the requirements of the approved PUD Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires grading, drainage, erosion and sediment control, the installation of storm water improvements, vegetation establishment, and parking lot and driveway paving.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the City Council of the City of Inver Grove Heights has agreed to approve the Development Plans on the following conditions:

1. That Developer enter into this Improvement Agreement, which Agreement defines the work which Developer will undertake to complete; and
2. Developer shall provide a surety in a form and amount and with conditions reasonably satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

WHEREAS, Developer has filed one (1) complete set 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 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 INVER GROVE HEIGHTS, MN (7761 AMANA) LLC,, an Illinois limited liability company.

1.4 Owner. "Owner" means INVER GROVE HEIGHTS, MN (7761 AMANA) LLC,, an Illinois limited liability company.

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", if any. 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, subject to Force Majeure and Section 11.1:

- a.) failure by Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by 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 Developer Warranties.

1.18 Force Majeure. "Force Majeure" means (i) an earthquake, hurricane, tsunami, tornado, flood, or other weather conditions of unusual severity or duration or other similar natural catastrophe, (ii) a building moratorium or other governmental prohibition or restriction on construction that prohibits or restricts construction, (iii) a riot, insurrection, terrorist act, or war, (iv) circumstances adversely affecting the availability or delivery of materials or the performance of

work including, without limitation, excessive rain or other weather events that may not constitute flood or catastrophic events yet, nevertheless, result in stoppages of work or delays in the performance of construction, (v) strikes, lockouts or other labor disputes, (vi) actions or inaction (when action is required) of governmental authorities, (vii) fires or other casualties, or (viii) other causes or occurrences which are outside the control of the party whose obligation is delayed and could not be avoided by the exercise of due care on the part of such party.

1.19 Developer Warranties. "Developer Warranties" means that Developer hereby warrants and represents to City, as of the Effective Date, that to Developer's knowledge:

- 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 materially and adversely 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 Developer Improvements; and Developer has not received written notice 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 Developer Improvements.
- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or 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. **Intentionally Omitted.**
- G. **Warranty on Proper Work and Materials.** Developer warrants or will cause Developer's general contractor to warrant all work required to be performed by

Developer under this Improvement Agreement against defective material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City (the “Warranty Period”). With respect to matters covered by the warranty, Developer or Developer’s general contractor shall be solely responsible for all costs of performing repair work arising within said Warranty 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 the Warranty Period. The warranty period for drainage and erosion control improvements made by Developer or Developer’s general contractor shall be the Warranty Period.

- H. **Obtaining Permits.** Developer shall seek to 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 Developer Improvements may be lawfully constructed.
- I. **Fee Title/Ownership Interest.** Developer is under contract to purchase the Subject Property and intends to acquire fee title to the Subject Property. Developer shall own fee title to the Subject Property prior to Developer’s execution and the recording of this Agreement. This agreement shall convey after acquired title, if any, to the rights granted to the City herein.

As used in this Agreement, any and all references to “Developer’s knowledge,” “to the best of Developer’s knowledge” or phrases of similar import shall mean the conscious awareness of facts or other relevant information, without investigation or inquiry, by Christopher Hutter, a Manager of Developer.

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.
- C. **No Default.** There are no existing defaults by Developer or with respect to the Subject Property under any agreements with the City.
- D. **Present Compliance With Laws.** Neither Developer or the Subject Property are in violation of any 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, the Development Plans or the Developer Improvements.

1.21 Formal Notice. Formal Notice means notices given by one party to the other if in writing and hand delivered or mailed by certified or registered mail, postage prepaid, or by Federal Express, United Parcel Service, or similar overnight delivery service, as follows:

If to City: City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Developer or Owner: INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, 1400
16th Street, Suite 300
Oak Brook, IL 60523
Attention: Chief Legal Officer

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, on the third day after mailing if mailed as provided above, or the day deposited with Federal Express, United Parcel Service, or similar overnight delivery service, when sent next business day delivery to a U.S. address.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City. The City agrees that if Developer and Owner executes this Improvement Agreement and if all other requirements of the City are met by the Developer and Owner, the City will approve the issuance of a building permit for the Subject Property.

ARTICLE 3

DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. 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 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 until such Developer Improvements are completed, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Grading Material. Developer shall ensure that adequate and suitable grading material shall exist in the areas of the Subject Property 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 Developer.

3.3 Grading/Drainage Plan. Developer shall construct drainage facilities in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be

completed in conformance with the Development Plans. In the event that Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare Developer in default subject to Section 11.1.

3.4 Area Restoration. Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, Developer shall remove the silt fences after grading and construction have occurred.

3.5 Erosion Control. 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. Developer shall install and maintain such erosion control structures as provided for under the Development Plans. 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 Developer Improvements are completed. As a portion of the erosion control plan, 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, subject to Section 11.1.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. Developer shall seek to 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 Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by Developer. 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 Developer subject to Section 10.1.

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Developer Improvements as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 No Developer Public Improvements. There are no Developer Public Improvements to be constructed on the Subject Property.

6.6 Engineering Submittals Required. The record plan "as-built" drawings of Developer Improvements shall be provided by Developer in accordance with City standards no later

than 90 days after completion and acceptance of Developer 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 Developer shall pay for it. The following information is required to be shown on the record plans:

1. All as-built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as-built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as-built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and Invert elevations on all manholes and catch basins.
7. Apron invert elevations on all Flared End Structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. If a final plat is being approved, then a copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. 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 11).
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.

15. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the City which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the City for acceptance.

ARTICLE 7

RESPONSIBILITY FOR COSTS

7.1 Developer Improvement Costs. Developer shall pay for 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. 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.

7.3 Enforcement Costs. If either City or Developer brings an action or proceeding to enforce or defend its rights under this Improvement Agreement, the Prevailing Party in any action or proceeding, or related appeal, will receive from the non-prevailing party all its costs, charges, and expenses (including court costs and reasonable attorneys' fees). Costs, charges, and expenses may be awarded in the same suit or recovered in a separate suit, whether or not the action or proceeding is pursued to decision or judgment. "Prevailing Party" means the party who, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense, substantially either: (a) attains the relief sought; or (b) defeats the relief sought.

7.4 Time of Payment. Developer shall pay all bills from the City within forty-five (45) days after billing. Bills not paid within forty-five (45) days shall bear interest at the rate of 8% per year.

ARTICLE 8

DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. 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. Developer shall indemnify, defend and hold the City, its Council, 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 Developer of Developer Warranties;
- b.) failure of Developer to timely construct Developer Improvements according to the Development Plans and the City ordinances, standards and specifications, subject to Force Majeure;
- c.) failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement, subject to Force Majeure;
- d.) failure by Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by Developer to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct Developer Improvements; and
- h.) construction of Developer Improvements; and
- i.) delays in construction of Developer Improvements, subject to Force Majeure.

10.2 NOTICE. Within a reasonable period of time after the City's receipt of actual notice of any matter giving rise to a right of payment against the City pursuant to Section 10.1, the City shall give the Formal Notice in reasonable detail to Developer. Developer shall not be obligated to make any payment to the City for any such claim until the passage of forty-five (45) days from the date of its receipt of Formal Notice from the City, during which time Developer shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within forty-five (45) days, such additional reasonable period of time to effect the cure.

10.3 DEFENSE OF CLAIM. With respect to claims or demands asserted against the City by a third party of the nature covered by Sections 10.1 and 10.2 above, provided that the City gives Formal Notice thereof, Developer will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the City in its reasonable discretion; Developer will pay all reasonable out-of-pocket costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the City shall at all times also have the

right to fully participate in the defense at the City's expense. If Developer fails to defend, the City shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of Developer.

ARTICLE 11

CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, the City shall give Developer Formal Notice of the Developer Default and Developer shall have thirty (30) days to cure the Developer Default unless thirty (30) days is not practicable for Developer to cure the Developer Default, in which case Developer shall be given a reasonable time, as determined by the City, to cure the default provided Developer has commenced a suitable cure within the initial thirty (30) days. If Developer, after Formal Notice to it by the City, does not cure Developer Default within the time provided, then the City may avail itself of any remedy afforded by law or in equity and any of the following remedies:

- a.) Intentionally Omitted;
- b.) the City may suspend any work, improvement or obligation to be performed by the City until Developer Default is cured;
- c.) the City may collect on the engineering escrow amount pursuant to Article 12 hereof to the extent necessary to cure Developer Default;
- d.) the City may suspend or deny building permits for buildings within the Subject Property until Developer Default is cured;
- e.) the City may, at its sole option, perform the work or improvements to be performed by Developer, in which case Developer shall within forty-five (45) 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 against the Subject Property, any of the costs and expenses incurred by the City; and 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.
- f.) City may collect on the payment and performance bond filed by the contractor.
- g.) The City may certify to the County the amount owed to be imposed upon the Subject Property and to be collected in a manner in the next calendar year under Minn. Stat. § 444, similar to certifications for unpaid utility bills.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by 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 Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as reasonably determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by Developer without giving any notice or Formal Notice to Developer and without giving Developer the thirty (30) day period to cure the Developer Default. In such case, Developer shall within forty-five (45) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 12 **ENGINEERING ESCROW**

12.1 Escrow Requirement. Prior to Developer beginning construction of Developer Improvements and prior to obtaining any permits for grading, Developer shall deposit with the City a surety in the amount stated in **Exhibit E**.

ARTICLE 13 **PAYMENT AND PERFORMANCE BOND**

13.1 Co-Obligee on Payment and Performance Bond. Prior to Developer beginning construction of improvements, and prior to obtaining any permits for grading, Developer agrees to name the City as a co-obligee on the payment and performance bond it obtains in connection with the construction of Developer Improvements. Developer further agrees to name the City as an additional insured on the insurance policy it obtains in connection with the construction of Developer Improvements.

ARTICLE 14 **MISCELLANEOUS**

14.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

14.3 Intentionally Omitted.

14.4 Intentionally Omitted.

14.5 Contract Assignment. This Improvement Agreement will not be assigned without the written consent of the non-assigning party, which approval will not be unreasonably withheld; provided, however, that either party may, upon prior notice to the other party, delegate obligations to contractors or subcontractors to complete such party's obligations, or a portion thereof, pursuant to this Improvement Agreement so long as such contractor or subcontractor satisfies all minimum qualifications set forth in this Improvement Agreement.

14.6 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.

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

14.8 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.

14.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

14.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on Developer shall prevail.

14.11 Access to City. The Developer and Owner hereby grant to the City, its employees, officers, agents, and contractors a license to enter the Subject Property to perform all work and inspections required to be performed by the City during the installation of Developer Improvements.

14.12 Termination. This Improvement Agreement shall automatically terminate and be of no further force and effect upon the later of (i) the Escrow Release Date and (ii) the expiration of the Warranty Period.

14.13 Prior Agreements. With respect to the Subject Property only, (a) this Improvement Agreement replaces and supersedes (i) that certain Development Contract for Plat of Argenta Hills dated May 30, 2008 and recorded July 15, 2008 as Document No. 2602700 and (ii) that certain Contract for Private Redevelopment dated July 11, 2011 and recorded July 26, 2012 as Document No. 2882973 (collectively, the "Prior Agreements") in their entirety (b) the Prior Agreements are hereby terminated and of no further force and effect.

14.14 Acquisition Contingency. The parties acknowledge that as of the date of this Agreement, Developer is the contract purchaser of the Subject Property and in order for Developer to undertake the obligations set forth herein in relation to the proposed Developer Improvements, Developer must be the owner of the Subject Property. Accordingly, Developer's rights and obligations under this Agreement are contingent upon Developer's acquisition of the Subject Property (the "Acquisition Contingency"). Upon written notice from Developer to the City that Developer will not acquire the Subject Property, this Agreement and all obligations and liabilities hereunder shall terminate and be null and void. Upon Developer's acquisition of fee title to the Subject Property (as evidenced by the recording of a deed to Developer for the Developer Property), the Acquisition Contingency shall be deemed satisfied and of no further force and effect.

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

IN WITNESS WHEREOF Developer, Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER AND
OWNER:**

INVER GROVE HEIGHTS, MN (7761 AMANA) LLC

By: _____
Larissa A. Addison
Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this _____ day of _____ 2024, before me a Notary Public within and for said County, personally appeared Larissa A. Addison to me personally known, who being by me duly sworn, did say that she is the Manager of INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of said Manager and said Manager who acknowledged said instrument to be the free act and deed of said Limited Liability Company.

Notary Public

This instrument was drafted by and after
recording return to:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 3, Block 2, ARGENTA HILLS.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

DEVELOPMENT PLANS means the plans listed below:

TITLE	SHEET NO.	DATE OF PLAN PREPARATION	PREPARED BY
TITLE SHEET	G1-10	8/06/2024	ISG
DETAILS	C0-10	8/06/2024	ISG
DETAILS	C0-11	8/06/2024	ISG
SWPPP NARRATIVE	C1-10	8/06/2024	ISG
SWPPP NARRATIVE	C1-11	8/06/2024	ISG
SWPPP DETAILS	C1-20	8/06/2024	ISG
SWPPP	C1-30	8/06/2024	ISG
EXISTING SITE PLAN AND REMOVAL PLAN	C2-10	8/06/2024	ISG
SITE PLAN	C3-10	8/06/2024	ISG
SITE UTILITY PLAN	C3-20	8/06/2024	ISG
GRADING PLAN	C4-10	8/06/2024	ISG
RESTORATION PLAN	C5-10	8/06/2024	ISG
PLANTING PLAN	C5-20	8/06/2024	ISG
PLANTING NOTES AND DETAILS	C5-30	8/06/2024	ISG
PHOTOMETRIC PLAN	E2-00	8/06/2024	ISG

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on 8/29/2024 and are on file with the City.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time in writing by the City Engineer or Director of Public Works.

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.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	March 31, 2026	completion of site grading, drainage, erosion control and sediment control
X	March 31, 2026	completion of private stormwater facilities (pipes, culverts, underground filtration storage system, and storm sewer)
X	March 31, 2026	Parking lot paving and driveway paving
X	March 31, 2026	vegetation establishment and landscaping
X	March 31, 2026	certified as-builts

The City's Director of Public Works or City Engineer may extend the dates contained in this Exhibit C.

All the Developer Improvements listed above are private Developer Improvements, and not Developer Public Improvements.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

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

Before a building permit may be issued and Developer begins construction of Developer Improvements on the Subject Property, all the following conditions must be satisfied:

- a.) Developer and Owner must be the fee owner of the Subject Property.
- b.) Developer and Owner must execute this Improvement Agreement which must be recorded with Dakota County.
- c.) Owner and City must execute that Drainage and Utility Easement for the south 56 feet of the Property, and the same must be recorded with Dakota County prior to issuance of a building permit.
- d.) The City Council must have approved the vacation of a portion of the existing Temporary Ponding Easement as shown on the approved Development Plans or the City and Developer must have entered into an Encroachment Agreement for the Developer Improvements to be located in the Temporary Ponding Easement Area.
- e.) Developer must provide a surety and cash escrow in the amounts stated on **Exhibit E** of this Improvement Agreement to the City.
- f.) 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**.
- g.) Developer must pay the following fees for the Subject Property:
 - Building Permit Sewer Connection Fee
 - Building Permit Sewer Core Connection Fee
 - Building Permit Water Connection Fee
 - Water Treatment Plant Fee
 - Water Core Connection Fee

- Building Permit Fees
- MCES SAC Unit Fees
- All other required City fees

All fees will be calculated at the time of payment, and shall be the then-current fees in effect at the time the fees are paid.

- h.) The Operations and Stormwater Management Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
- i.) Developer and Owner must execute (as required) and record the following documents for the Subject Property:
 - This Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Drainage and Utility Easement
 - Notice of Completion of Vacation for Temporary Ponding Area

2. **CONDITIONS TO BE SATISFIED BY MARCH 31, 2026.** By March 31, 2026, all the following conditions must be satisfied:

- a.) All the conditions in paragraph 1 of this Exhibit D have been met.
- b.) Completion of site grading, drainage, erosion control and sediment control
- c.) Completion of private stormwater facilities (including underground storage area)
- d.) Completion of parking lot paving and driveway paving
- e.) Completion of vegetation establishment and landscaping
- f.) Completion of certified as-builts

3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property, 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.

4.) **HOURS FOR CONSTRUCTION ACTIVITIES.** Unless otherwise authorized by the Director of Public Works, the following work and activities on the Subject Property shall only occur between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Saturday:

- Construction of buildings, structures, streets, utilities, retaining walls
- Excavation and grading
- Noise that is audible outside the Subject Property boundaries from tools, machinery or equipment being used within the Subject Property boundaries

Such activities or construction must not occur on Sunday or any legal holiday.

EXHIBIT E
ENGINEERING ESCROW

1.)	Site Grading	\$ 24,000.00
2.)	Drainage	\$ 24,000.00
3.)	Erosion Control	\$ 11,170.00
4.)	Turf Establishment	\$ 7,280.00
5.)	Sanitary Sewer	\$ 3,650.00
6.)	Watermain	\$ 8,700.00
7.)	Storm Water Facilities	\$ 34,000.00
8.)	Construction Debris Clean Up	\$ 10,000.00
9.)	Certified As-Builts	\$ 20,000.00
SUBTOTAL		\$ 142,800.00
Multiplied by		<u>1.25</u>
TOTAL SURETY:		\$ 178,500.00

In addition to the SURETY Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Improvement Agreement:

\$ 10,000.00 City inspection and engineering consultant fees

\$ 10,000.00 TOTAL Additional Cash Engineering Escrow Amount

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance, turf establishment, and maintenance requirements at the City’s standard rates charged for such tasks. The City reserves the right to charge additional consultant fees as needed.

The City shall return to the Developer any remaining Escrow Retainage Amount when all of the following have occurred (the “Escrow Release Date”):

- a.) A final Certificate of Occupancy has been issued for the building to be constructed by Developer on the Subject Property; and
- b.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located on the Subject Property
- c.) Native vegetation has been established to the reasonable satisfaction of the City; and
- d.) Certified As-Builts have been received by the City.

To the extent the engineering inspection charges, or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within forty-five (45) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 7761 AMANA TRAIL, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 23rd day of September, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, an Illinois limited liability company (hereafter referred to together as “Landowner” and “Responsible Owner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, an Illinois limited liability company, and its successors and assigns.

1.4 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.5 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

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

The fee title owner(s) of the Landowner Property legally described on **Exhibit A** attached hereto, and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future storm water pipes, ponds, raingardens, drainage areas, conduits, culverts, ditches, catch basins, filtration basins, or approved storm water quality structures or storm water collection appurtenances lying on or within the Landowner Property as depicted on the Storm Water Facility Plan; together with any outfall pipe and anti-seepage collar, inlet pipe, stormwater controls, gutters, downspouts, stormwater manholes, and catch-basins.

For purposes of this Agreement, Storm Water Facilities shall not include:

- A. Any of the Storm Water Facilities located within the plat dedicated Drainage and Utility easement areas located on Lot 3, Block 2, Argenta Hills, which are described as Regional Storm Water Facilities in Exhibit B to that Storm Water Facilities Maintenance Agreement Relating to the Plat of Argenta Hills, Dakota County, Minnesota recorded as Document No. 2602701 on July 15, 2008.

1.8 Storm Water Facility Plan. “Storm Water Facility Plan” means Sheets C0-10-Details; C0-13-Details; C1-10-SWPPP Narrative; C1-11-SWPPP Narrative; C1-20-SWPPP Details, and C3-20-Site Utility Plan prepared by ISG, dated August 6, 2024, which was approved by the City Engineer on August 29, 2024, which is attached hereto as **Exhibit D**.

1.9 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the grading of the Landowner Property and the construction of the proposed building as shown on the Storm Water Facility Plan.

Recital No. 3. The City is willing to approve the additional impervious surface to be added to the Landowner Property and the construction of the proposed building, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) Impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) Provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.
- c.) Provide the City with right of access over the Landowner Property to access the Storm Water Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that in conjunction with construction of the building (additional impervious surface) on the Landowner Property, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan, the Stormwater Management Plan, and the NWA Stormwater Manual at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facility Plan and 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 in any material respect for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan attached hereto as **Exhibit B**; and
- d. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards; current version; and
- e. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated February 2023;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as reasonably possible correct any material adverse malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

By December 31 of each year following construction of the Storm Water Facilities, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at their reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the Cure Period identified in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City and its employees, and contractors shall have the right of access to the areas where the Storm Water Facilities are located to perform such work and to such adjacent areas necessary in order to access the areas where the Storm Water Facilities are located. 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 or its contractors 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 forty-five (45) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for

the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property to the extent necessary for performing any repair or maintenance of the Storm Water Facilities to be performed by City for the duration of the performance of the maintenance.

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

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

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$1,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within forty-five (45) days after billing by the City.

ARTICLE 5 **CITY’S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if all other requirements of the City are met by the Landowner, the City will approve the issuance of a land alteration permit (if required) and a building permit for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

6.5 Consent. Landowner and City each consent to the recording of this Agreement.

6.6 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, or by Federal Express, United Parcel Service, or similar overnight delivery service, as follows:

If to City:

City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Landowner/Responsible Owner:

INVER GROVE HEIGHTS, MN (7761
AMANA) LLC
1400 16th Street, Suite 300
Oak Brook, IL 60523
Attention: Chief Legal Officer

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, or the day deposited with Federal Express, United Parcel Service, or similar overnight delivery service, when sent next business day delivery to a U.S. address.

6.7 Acquisition Contingency. The parties acknowledge that as of the date of this Agreement, Landowner is the contract purchaser of the Landowner Property and in order for Landowner to undertake the obligations set forth herein in relation to the proposed Storm Water Facilities, Landowner must be the owner of the Landowner Property. Accordingly, Landowner's rights and obligations under this Agreement are contingent upon Landowner's acquisition of the

Landowner Property (the “Acquisition Contingency”). Upon written notice from Landowner to the City that Landowner will not acquire the Landowner Property, this Agreement and all obligations and liabilities hereunder shall terminate and be null and void. Upon Landowner’s acquisition of fee title to the Landowner Property (as evidenced by the recording of a deed to Landowner for the Landowner Property), the Acquisition Contingency shall be deemed satisfied and of no further force and effect.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**RESPONSIBLE OWNER AND
LANDOWNER:**

By: _____

Its:

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this _____ day of _____ 2024, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of the _____ and said _____ acknowledged said instrument to be the free act and deed of _____

Notary Public

This instrument was drafted by:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 3, Block 2, ARGENTA HILLS.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by December 31st. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Responsible Owner unless designated otherwise
2. Sediment, trash and debris removal from underground detention basin and swale	Annually in spring and fall as needed.	Remove sediment and restore underground detention basin and swale to capacity	Responsible Owner unless designated otherwise
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Responsible Owner unless designated otherwise
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Responsible Owner unless designated otherwise

EXHIBIT C

ANNUAL INSPECTION FORM

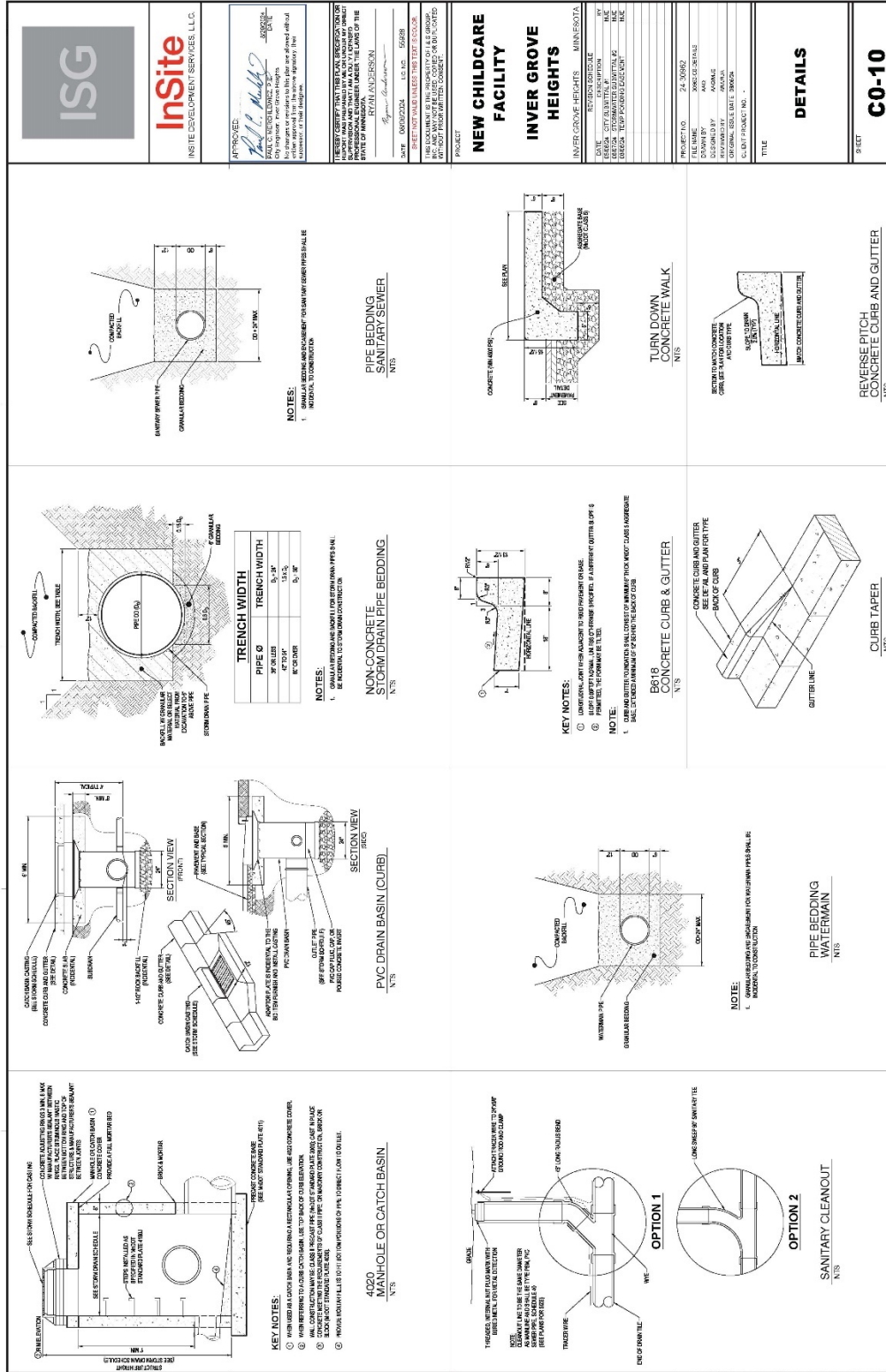
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

- * Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
- ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
- *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D STORMWATER FACILITY PLAN



PROJECT LOCATION

[illegible]

TENTATIVE CONSTRUCTION SCHEDULE (OPERATOR SHOULD PREPARE)

PRE-CONSTRUCTION IMPERVIOUS SURFACE AND DISTURBED AREA CALCULATIONS

CONTACT INFORMATION/RESPONSIBLE PARTIES

OWNER/PERMITTEE: INSITE (SEAN GRAHAM, PROJECT MANAGER)
 34305 12th AVE. #200, S.W.

THE PRIMARY CONTRACTOR WILL ENTER INTO A CONTRACT WITH THE OWNER (CONTRACT) THE OPERATOR CO-PERMITTEE APPLYING FOR PERMIT COVERAGE O

THE OPERATOR WILL ENSURE THAT INDIVIDUALS OVERSEEING OR IMPLEMENTING THE STPPP HAVE BEEN PROPERLY TRAINED AND THAT CERTIFICATIONS WILL BE MADE AVAILABLE UPON REQUEST. THIS INCLUDES ANY SUB-CONTRACTORS THAT THE OPERATOR EMPLOYS UNDER SEPARATE CONTRACT. THE OPERATOR WILL PROVIDE THE CONTACT INFORMATION FOR THE

[illegible]

ORG INC. HAS BEEN CONTRACTED BY THE OWNER TO DEVELOP THE SWEEP PLAN FOR THIS PROJECT. THIS SWEEP WAS PREPARED BY AN INDIVIDUAL THAT HAS BEEN PROPERLY TRAINED IN

PERMANENT STORAGE MANAGEMENT SYSTEM

MINNEAPOLIS, MN 55425
312-470-4400 MICKY.EBERTH@ISCINC.COM

MINNEAPOLIS, MN 55418
952-429-0666 RYAN.ANDERSON@ISCINC.COM

AGENCY	PERMIT	NAME	PHONE NUMBER/E-MAIL
UNCA (PARKING)	N/A	STATE DUTY OFFICER	1-810-473-0738

WATERSHIP DISTRICT	WATERSHIP NAME	WATERSHIP ADDRESS	WATERSHIP PHONE	WATERSHIP FAX	WATERSHIP E-MAIL	WATERSHIP WEBSITE

LOCATION OF SWPPP COMPONENTS

ACTIVITY(5)	SWEEP MAP, SWEEP NARRATIVE	DEAD PLAN: SITE PLAN
CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED	SWEEP NARRATIVE	DEAD PLAN: SITE PLAN

EXISTING SITE CONDITIONS, SOILS, & WATER RESOURCES

POTENTIAL NEXT HIGHLY PROBABLE ON THE OCCASION GOING FORWARD W/PROF.



PROVED. 100% SATISFACTION GUARANTEED

DATE _____
SIGNED _____
C. C. MERCHLEWICZ, P.E.

When approved from the above signatory, then
 _____, or their contract

REPORT WAS PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY LICENSED

RYAN ANDERSON

E 0906821124 LIC NO 45828

AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

1210

FACILITY

.....

HEIGHTS

WATER GROVE HEIGHTS	MINNESOTA
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NAME	CITY	STATE	ZIP	PHONE	TELETYPE	TELEFAX	EMAIL	WEBSITE	ADDRESS	ADDRESS 2	ADDRESS 3	ADDRESS 4	ADDRESS 5	ADDRESS 6	ADDRESS 7	ADDRESS 8	ADDRESS 9	ADDRESS 10	ADDRESS 11	ADDRESS 12	ADDRESS 13	ADDRESS 14	ADDRESS 15	ADDRESS 16	ADDRESS 17	ADDRESS 18	ADDRESS 19	ADDRESS 20	ADDRESS 21	ADDRESS 22	ADDRESS 23	ADDRESS 24	ADDRESS 25	ADDRESS 26	ADDRESS 27	ADDRESS 28	ADDRESS 29	ADDRESS 30	ADDRESS 31	ADDRESS 32	ADDRESS 33	ADDRESS 34	ADDRESS 35	ADDRESS 36	ADDRESS 37	ADDRESS 38	ADDRESS 39	ADDRESS 40	ADDRESS 41	ADDRESS 42	ADDRESS 43	ADDRESS 44	ADDRESS 45	ADDRESS 46	ADDRESS 47	ADDRESS 48	ADDRESS 49	ADDRESS 50	ADDRESS 51	ADDRESS 52	ADDRESS 53	ADDRESS 54	ADDRESS 55	ADDRESS 56	ADDRESS 57	ADDRESS 58	ADDRESS 59	ADDRESS 60	ADDRESS 61	ADDRESS 62	ADDRESS 63	ADDRESS 64	ADDRESS 65	ADDRESS 66	ADDRESS 67	ADDRESS 68	ADDRESS 69	ADDRESS 70	ADDRESS 71	ADDRESS 72	ADDRESS 73	ADDRESS 74	ADDRESS 75	ADDRESS 76	ADDRESS 77	ADDRESS 78	ADDRESS 79	ADDRESS 80	ADDRESS 81	ADDRESS 82	ADDRESS 83	ADDRESS 84	ADDRESS 85	ADDRESS 86	ADDRESS 87	ADDRESS 88	ADDRESS 89	ADDRESS 90	ADDRESS 91	ADDRESS 92	ADDRESS 93	ADDRESS 94	ADDRESS 95	ADDRESS 96	ADDRESS 97	ADDRESS 98	ADDRESS 99	ADDRESS 100
NAME	CITY	STATE	ZIP	PHONE	TELETYPE	TELEFAX	EMAIL	WEBSITE	ADDRESS	ADDRESS 2	ADDRESS 3	ADDRESS 4	ADDRESS 5	ADDRESS 6	ADDRESS 7	ADDRESS 8	ADDRESS 9	ADDRESS 10	ADDRESS 11	ADDRESS 12	ADDRESS 13	ADDRESS 14	ADDRESS 15	ADDRESS 16	ADDRESS 17	ADDRESS 18	ADDRESS 19	ADDRESS 20	ADDRESS 21	ADDRESS 22	ADDRESS 23	ADDRESS 24	ADDRESS 25	ADDRESS 26	ADDRESS 27	ADDRESS 28	ADDRESS 29	ADDRESS 30	ADDRESS 31	ADDRESS 32	ADDRESS 33	ADDRESS 34	ADDRESS 35	ADDRESS 36	ADDRESS 37	ADDRESS 38	ADDRESS 39	ADDRESS 40	ADDRESS 41	ADDRESS 42	ADDRESS 43	ADDRESS 44	ADDRESS 45	ADDRESS 46	ADDRESS 47	ADDRESS 48	ADDRESS 49	ADDRESS 50	ADDRESS 51	ADDRESS 52	ADDRESS 53	ADDRESS 54	ADDRESS 55	ADDRESS 56	ADDRESS 57	ADDRESS 58	ADDRESS 59	ADDRESS 60	ADDRESS 61	ADDRESS 62	ADDRESS 63	ADDRESS 64	ADDRESS 65	ADDRESS 66	ADDRESS 67	ADDRESS 68	ADDRESS 69	ADDRESS 70	ADDRESS 71	ADDRESS 72	ADDRESS 73	ADDRESS 74	ADDRESS 75	ADDRESS 76	ADDRESS 77	ADDRESS 78	ADDRESS 79	ADDRESS 80	ADDRESS 81	ADDRESS 82	ADDRESS 83	ADDRESS 84	ADDRESS 85	ADDRESS 86	ADDRESS 87	ADDRESS 88	ADDRESS 89	ADDRESS 90	ADDRESS 91	ADDRESS 92	ADDRESS 93	ADDRESS 94	ADDRESS 95	ADDRESS 96	ADDRESS 97	ADDRESS 98	ADDRESS 99	ADDRESS 100

[illegible]

NAME	00000-01-000000
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RECEIVED BY	DATE

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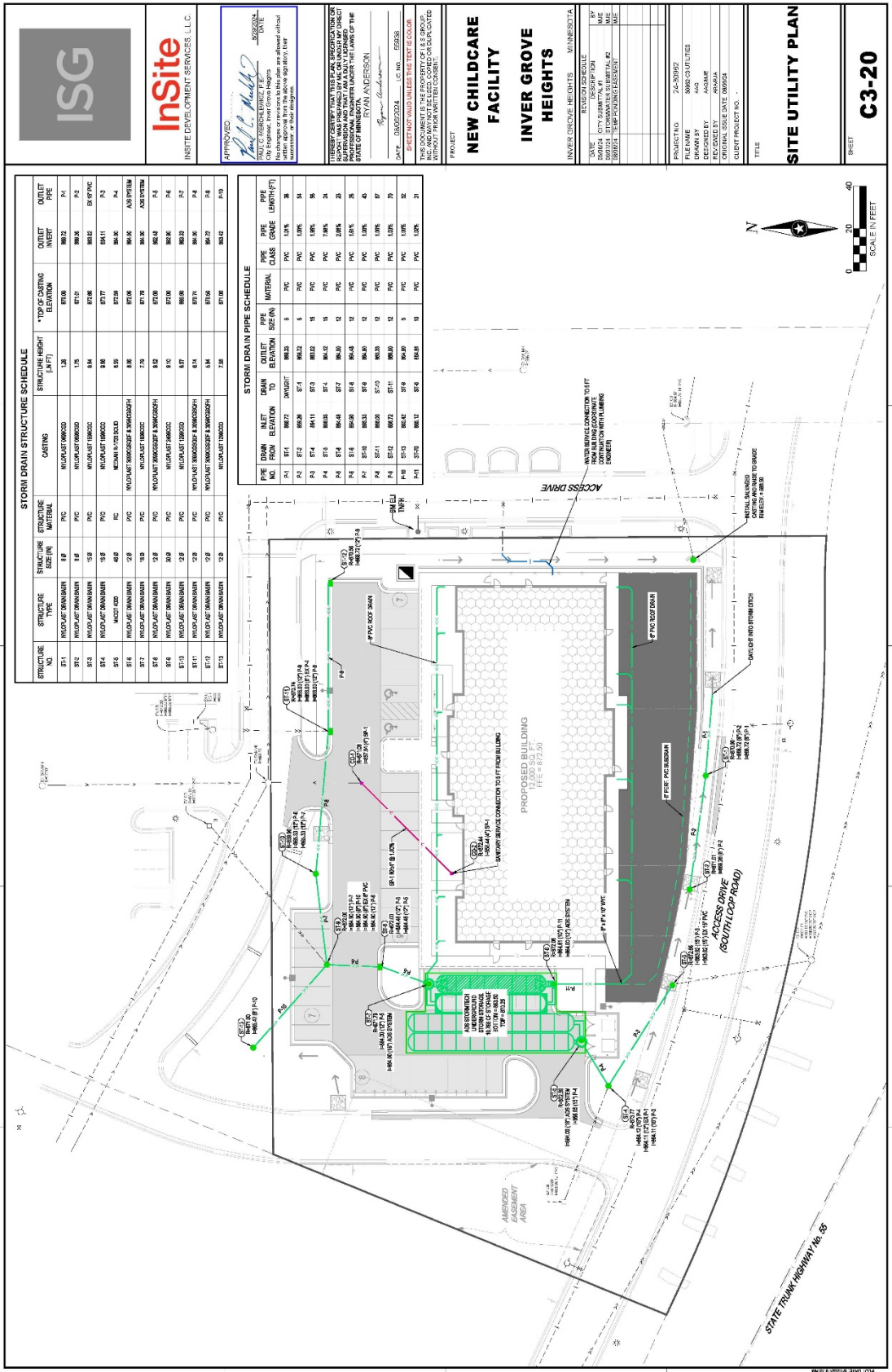
CHURCH

NARRATIVE

240

11





InSite
IN SITE DEVELOPMENT SERVICES, LLC.

APPROVED
[Signature]
ZOU C. HENNINGSEN, P.E.
City Engineer, Inver Grove Heights
This document is the property of InSite Development Services, LLC. It is to be used only for the project and location specified herein. It is not to be reproduced or used for any other project without the written approval of InSite Development Services, LLC.

PROJECT
**NEW CHILD CARE FACILITY
INVER GROVE HEIGHTS**

INVER GROVE HEIGHTS - WINNEBAGO
PROJECT NO. 24-20902
FILE NAME: 24-20902-01
DRAWN BY: ADAM
CHECKED BY: ADAM
REVISIONS: 000001
CLIENT PROJECT NO.:
TITLE: SITE UTILITY PLAN

DATE: 08/07/2024 - 10:40 AM
SHEET NO. 1 OF 2
SHEET TOTAL 2 OF 2
SHEET SCALE: 1" = 40'
SHEET DATE: 08/07/2024
SHEET TIME: 10:40 AM

PROJECT NO. 24-20902
FILE NAME: 24-20902-01
DRAWN BY: ADAM
CHECKED BY: ADAM
REVISIONS: 000001
CLIENT PROJECT NO.:
TITLE: SITE UTILITY PLAN

PROJECT NO. 24-20902
FILE NAME: 24-20902-01
DRAWN BY: ADAM
CHECKED BY: ADAM
REVISIONS: 000001
CLIENT PROJECT NO.:
TITLE: SITE UTILITY PLAN

PROJECT NO. 24-20902
FILE NAME: 24-20902-01
DRAWN BY: ADAM
CHECKED BY: ADAM
REVISIONS: 000001
CLIENT PROJECT NO.:
TITLE: SITE UTILITY PLAN

EXHIBIT D

**RELEASE OF LOT 3, BLOCK 2 FROM DEVELOPMENT CONTRACT FOR PLAT OF
ARGENTA HILLS AND CONTRACT FOR PRIVATE REDEVELOPMENT
(DOCUMENT NOS. 2602700 AND 2882973)**

WHEREAS, Lot 3, Block 2, Argenta Hills, Dakota County, Minnesota (the “Property”), according to the plat of Argenta Hills, recorded July 15, 2008, as Document No. 2602692 with the Office of the Dakota County Recorder, Dakota County, Minnesota (the “Plat”) is currently subject to (i) that Development Contract for Plat of Argenta Hills dated May 30, 2008, and recorded on July 15, 2008, as Document No. 2602700 with the Office of the Dakota County Recorder, Dakota County, Minnesota and (ii) Contract for Private Redevelopment by and between the City of Inver Grove Heights, a Minnesota municipal corporation, and IGH Investment, LLC, a Minnesota limited liability company, dated July 11, 2011, recorded July 26, 2012, as Document No. 2882973 with the Office of the Dakota County Recorder, Dakota County, Minnesota (collectively, the “Development Contract”); and

WHEREAS, the Plat has been recorded, and all Developer Improvements, as that term is defined in the Development Contract, have been completed, and all required easements, agreements, and related pre-development requirements contained therein have been satisfied; and

WHEREAS, the City of Inver Grove Heights has received a request from a potential purchaser of the Property for a recordable release from the Development Contract.

NOW, THEREFORE, the City of Inver Grove Heights does hereby forever release and discharge Lot 3, Block 2, Argenta Hills, according to the Plat, from all of the obligations, responsibilities and duties created under the Development Contract. This release does not release the Property from any of the other requirements and obligations imposed upon it by any other document recorded against it, including the requirements related to development in conformity with the approved PUD Development Plans for the Property as required by that Resolution Approving a Final Plat With a Development Contract and Final PUD Development Plan for Phase 1 of Argenta Hills Consisting of a Seven Lot Plus Seven Outlot Plat and a 191,263 Square Foot Retain Building With Six Future Retail Pads, Recorded July 15, 2008 as Document No. 2602693.

IN WITNESS WHEREOF, this Release is executed by the City of Inver Grove Heights this 23rd day of September, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

Attest: _____
Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in 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

**PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT FOR
LOT 3, BLOCK 2, ARGENTA HILLS**

THIS PERMANENT PUBLIC DRAINAGE AND UTILITY EASEMENT AGREEMENT, shall be effective as of the date that the last party executes this Agreement, is made by and between INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, an Illinois limited liability company hereinafter referred to as the “Owner,” and the City of Inver Grove Heights a Minnesota municipal corporation, hereinafter referred to as the “City.”

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

The Owner in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby grant and convey to the City, its successors and assigns, the following:

1. **A permanent easement for public drainage and utility purposes; including all rights of a “drainage easement” and a “utility easement” as defined by Minn. Stat. § 505.01, Subd. 3(b) and 3(j); and, all such purposes ancillary, incident or related thereto** (hereinafter “Permanent Drainage and Utility Easement”) under, over, across, through and upon that real property identified and legally described on **Exhibit B** (hereinafter the “Permanent Drainage and Utility Easement Area”) attached hereto and incorporated herein by reference, as shown on that certain plat of Argenta Hills, recorded July 15, 2008, as Document No. 2602692 with the Office of the Dakota County Recorder, Dakota County, Minnesota (the “Plat”).

The Permanent Drainage and Utility Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, inspection, repair and replacement of any public utilities, 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 Drainage and Utility 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 Drainage and Utility 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 Drainage and Utility Easement; and
- (b) To maintain the Permanent Drainage and Utility Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Drainage and Utility 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 Drainage and Utility Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Drainage and Utility 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/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to, the Permanent Drainage and Utility Easement Area or the Owner'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 Owner or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Owner, 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 Owner's Property described on Exhibit A, and the Permanent Drainage and Utility Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Drainage and Utility Easement Area herein to the City. This agreement shall convey after acquired title, if any, to the easement rights created herein.

This agreement is binding upon the successors 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

IN TESTIMONY WHEREOF, the Owner and the City have caused this Permanent Public Drainage and Utility Easement to be executed as follows:

OWNER
INVER GROVE HEIGHTS, MN (7761 AMANA) LLC

By: Larissa A. Addison
Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this _____ day of _____, 2024 before me a Notary Public within and for said County, personally appeared Larissa A. Addison to me personally known, who being by me duly sworn, did say that she is a Manager of INVER GROVE HEIGHTS, MN (7761 AMANA) LLC, an Illinois limited liability company and that the foregoing instrument was executed by her on behalf of said limited liability company by authority of her as Manager.

Notary Public

By: _____
Brenda Dietrich, Mayor

Attest: _____
Rebecca Kiernan, City Clerk

[illegible]

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in 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:
Bridget Nason (# 0347322)
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9245

After recording, please return to:
Bridget Nason (#0347322)
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF OWNER'S PROPERTY

Real property located in Dakota County, Minnesota and legally described as:

Lot 3, Block 2, ARGENTA HILLS.

EXHIBIT B
LEGAL DESCRIPTION OF THE
PERMANENT DRAINAGE AND UTILITY EASEMENT AREA

A permanent easement for drainage and utility purposes over, under, across, through, and upon the southern fifty-six (56) feet of the following described parcel:

Lot 3, Block 2, ARGENTA HILLS.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 6, 2024

**Planned Unit Development Amendment to construct a daycare facility located at 7761 Amana Trail. (InSite Development Services - Case No. 24-16PUD)
Reading of Public Notice**

Secretary Presley read the Public Hearing Notice. Notices were mailed to 11 property owners on May 16, 2024.

Presentation of Request

City Planner Hunting presented a summary of the staff report.

Opening of Public Hearing

Sean Graham, 1400 16th Street, Suite 300, Oak Brook, IL, Applicant, Project Engineer with InSite Development Services, stated that InSite has been focusing resources on commercial daycare sites because of the massive growth in demand. He said there will be one entrance in the property's north end and one in the southwest to improve site circulation and safety. He added that the plan is to connect to utilities and reroute proposed drainage through a stormwater management system to a regional detention basin. He said the building will have a variety of materials in colors matching adjacent retail uses. He said that the proposed use will serve as a transition from retail to residential. He said that he had no questions about the report.

Chair Weber inquired about reconstructing the rain garden in the northwest corner and whether that part of the property was under the same ownership. Mr. Graham stated that the northwest corner is part of an Operating and Maintenance Easement Agreement applying to all parcels in the shopping center.

Chair Weber questioned if the originally approved PUD had any specification about building orientation. City Planner Hunting stated that there had already been an amendment to the plan for the bank building. He said that the proposed building is generally in alignment to the main street.

Commissioner Wippermann questioned what the maximum enrollment for the daycare would be. Mr. Graham stated that the site layout and playground space were designed for approximately 150 children maximum. The company's other daycare sites have been operating at 60 to 70 percent capacity, so full capacity operation is not anticipated.

Commissioner Schaefer clarified that the access drive will remain available for others to use. Mr. Graham confirmed that and said access for all parcels within the shopping center will remain.

Chair Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Teiken stated that a daycare is exactly what is needed in the area given all the housing being added and is not concerned about the building's orientation.

Planning Commission Recommendation

Motion by Heidenreich, Second by Schaefer, to Approve the PUD Development Plan Amendment to allow a daycare facility on lot 3, block 2, Argenta Hills, subject to all conditions listed in the staff report.

Ayes: 8

Nays: 0 Motion Carried.



Planning Commission Report

MEETING DATE:	September 17, 2024
CASE NO:	24-35VAC
APPLICANT:	InSite Development Services, LLC
PROPERTY OWNER:	Graceland IGH Holdings, LLC
REQUEST:	Easement Vacation and Conditional Use Permit
LOCATION:	7761 Almana Trail
COMPREHENSIVE PLAN:	RC, Regional Commercial
ZONING:	B-4/PUD, Shopping Center/Planned Unit Development
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Vacation of a portion of a Temporary Drainage and Utility Easement.
- Conditional Use Permit for a daycare facility on Lot 3, Block 2, Argenta Hills.

BACKGROUND

The applicant is proposing to develop a vacant commercial lot in the Argenta Hills development with a daycare facility. A PUD development plan was approved for the daycare in June 2024. A daycare facility is a conditional use in the commercial zoning districts. The Northwest Area Ordinance states that all permitted, conditional, and accessory uses, as defined, regulated and administered for the underlying zoning districts, shall continue and remain in effect within the Northwest Area Overlay District. The property is zoned B-4, Shopping Center Planned Unit Development, as part of the Northwest Area Overlay District. A daycare facility is a conditional use in the B-4 zoning district. When the PUD was approved for the daycare, the processing of the CUP was inadvertently forgotten.

Additionally, there is a temporary easement that currently extends across the existing perimeter access drive and over the proposed parking area. The request is to vacate the portion of the easement that extends over pavement, while retaining the portion of the easement that covers the existing rain garden/ponding area.

The project would consist of constructing a 12,000 square foot child daycare facility with an outdoor playground area on the south side of the site and reconfiguring the parking lot.

EVALUATION OF REQUEST

EASEMENT VACATION

The original plat of Argenta Hills provided a temporary ponding easement for the purpose of stormwater management while development occurred on the property. With the development of the

daycare facility, a portion of the temporary easement that is located over hard surface is proposed to be vacated. Engineering has reviewed the request and is agreeable to the vacation of a portion of the easement as proposed.

SITE PLAN REVIEW

Setbacks. The proposed building setback along the main street access drive is consistent with the original approval. There are no required internal setbacks for a PUD.

Parking. Based on parking standards identified in the City Code and in the Northwest Area, the minimum parking spaces required for staff and students would be 35 spaces. The site plan shows a total of 38 spaces. The proposed site plan complies with parking requirements.

Parking on the west side is intended for employee parking, and the drop-off/parent parking would be located on the north side, in the front of the building.

Access. The access to the property continues to utilize the internal drive area, so there is one access to the southerly ring road and an additional access point to the internal driveway that connects to the main street access.

Exterior. The applicant is proposing to comply with the exterior building material requirements for the building's exterior.

Landscaping. The redevelopment of the site will remove all existing vegetation in the existing parking lot and perimeter areas. The proposed landscape plan identifies 12 overstory trees plus 4 additional to meet the parking lot ratio. Trees and shrubs are planted along the front and west sides of the building, along the internal access drive and in the northwest corner of the site. The plan complies with landscape standards.

Rooftop Equipment. The plans identify the approximate location of rooftop equipment but show it may extend beyond the top line of the building parapet. City Code requires the equipment be substantially screened from view from a reasonable viewing perspective.

GENERAL CONDITIONAL USE PERMIT (CUP) REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and a daycare is consistent with the uses envisioned in this district.

2. The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.

The property is zoned commercial PUD. The land use of a daycare is consistent with the intent of the underlying B-4, zoning district.

3. The use would not be materially injurious to existing or planned properties or improvements in the vicinity.

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Fire, and Inspections would all review and approve plans for code compliance prior to the issuance of any building permits.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. *Aesthetics/exterior appearance*

The proposed building would be constructed with similar materials as the other buildings in the development, complying with code requirements.

ii. *Noise*

The proposed building would not generate noises that are inconsistent with use allowed in the B-4 zoning district.

iii. *Fencing, landscaping and buffering*

No fencing is proposed, and landscaping would meet the City's requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Fire and Inspections would review and approve plans for code compliance prior to the issuance of any building permits.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed property improvements will comply with the City's stormwater treatment requirements.

ALTERNATIVES

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Conditional Use Permit** to allow a daycare facility on Lot 3, Block 2, Argenta Hills subject to the following:

1. The 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.

Civil Plan Set Dated: 08-06-24

Landscape Plan Dated: 08-06-24

2. Plans and approvals are subject to review and approval by the City Engineer.

3. Sign permits are required for all signs.

4. Any rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

- Approval of a **Vacation** of a portion of a Temporary Easement as depicted on the plan labeled Vacation Depiction.

B. Denial. Should the proposed request be found not acceptable, the request described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

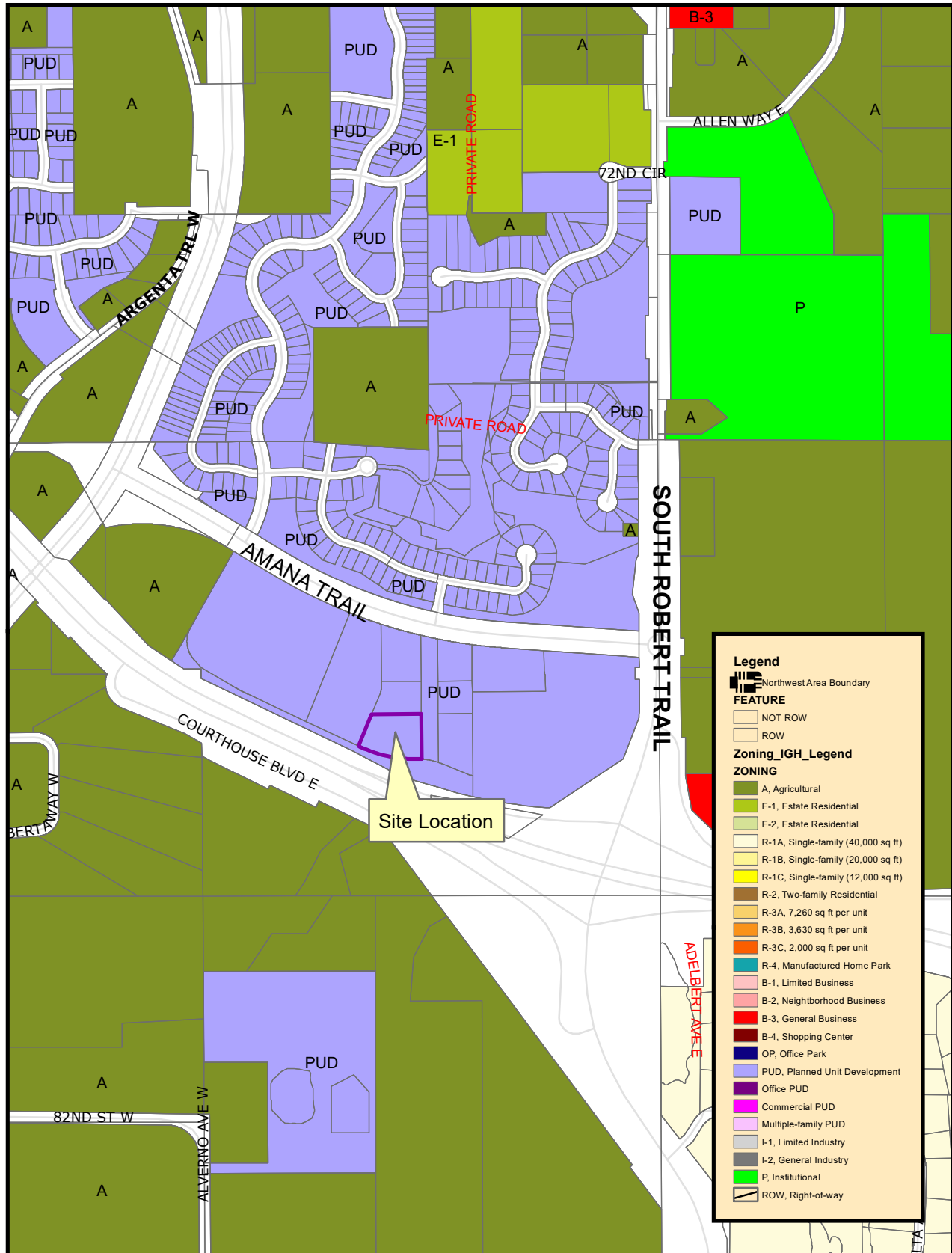
Planning staff recommends Approval of the Conditional Use Permit for the daycare facility with the conditions listed and the Vacation of a portion of the Temporary Easement.

ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan
4. Grading Plan
5. Landscape Plan
6. Vacation Depiction



7761 Amana Trail Case No. 24-35VAC



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale



InSite Real Estate, LLC
1400 16th Street, Suite 300 | Oak Brook, IL 60523-8854
Phone: 630-617-9100 | Fax: 630-617-9120 | www.insiterealestate.com

August 30th, 2024

Heather Botten, Associate Planner
City of Inver Grove Heights, MN
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**RE: Temporary Ponding Easement Vacation & Conditional Use Permit
7761 Amana Trail, Inver Grove Heights, MN**

Dear Heather,

As you are aware, InSite is currently underway on design for a new daycare development at 7761 Amana Trail in the Argenta Hills Shopping Center. As part of this development, we are requesting the partial vacation of an existing Temporary Ponding Easement, previously recorded in 2008 (Document #2602712).

This easement currently extends across the existing perimeter access drive and over InSite's proposed parking area. We are proposing to vacate the portion of the easement that extends over pavement, while retaining the portion of the easement that covers the existing rain garden/ponding area.

InSite is also requesting a Conditional Use Permit, as it is acknowledged that a 'daycare' use is a conditional use in this zoning district. It is anticipated that the licensing capacity for the proposed daycare will be 154 children and approximately 22 staff. Please note, average KinderCare enrollment is typically 70% - 80% of licensing capacity, so the actual child enrollment count will be less than the licensed value. The typical hours of operation are Monday – Friday, 6 AM to 6 PM.

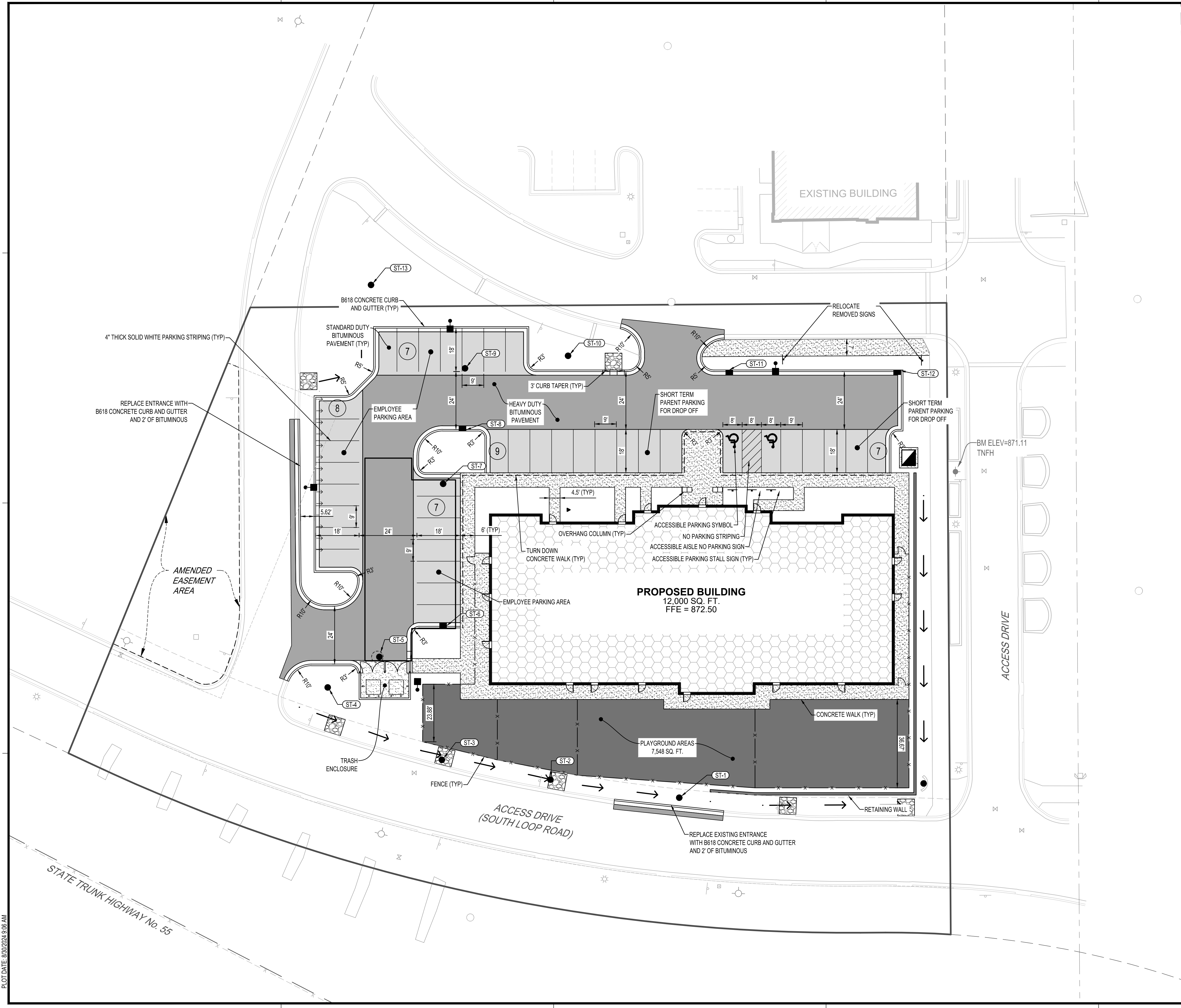
There is sufficient parking onsite to accommodate the full-time staff and parents during drop off hours. It is anticipated that staff will park in the 23 spaces located along the perimeter of the site and along the west side of the proposed building. Parents will park along the north side of the building, walk their child into the daycare, and check them in at the front desk. The average time of child drop off is 3 – 5 minutes.

Please let me know if you have any questions or need any more information to forward this application for Planning Commission review.

Thank you,

Sean Graham, P.E.
Project Manager
D: (630) 592 – 3203
E: sgraham@insiterealestate.com

PLOT DATE: 8/30/2024 9:18 AM



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	STANDARD DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK
	REVERSE PITCH CONCRETE CURB AND GUTTER
	PLAYGROUND AREA



InSite

INSITE DEVELOPMENT SERVICES, L.L.C.

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.

RYAN ANDERSON

Ryan Anderson

DATE: 08/06/2024 LIC. NO. 55938

SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT

**NEW CHILDCARE
FACILITY
INVER GROVE
HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
05/06/24	CITY SUBMITTAL #1	MJE
06/07/24	STORMWATER SUBMITTAL #2	MJE
08/06/24	TEMP PONDING EASEMENT	MJE

PROJECT NO. 24-30962
FILE NAME 30962-C3-SITE
DRAWN BY AAQ
DESIGNED BY AAQ/MJE
REVIEWED BY ARA/RJA
ORIGINAL ISSUE DATE 08/06/24
CLIENT PROJECT NO. -

TITLE

SITE PLAN

SHEET

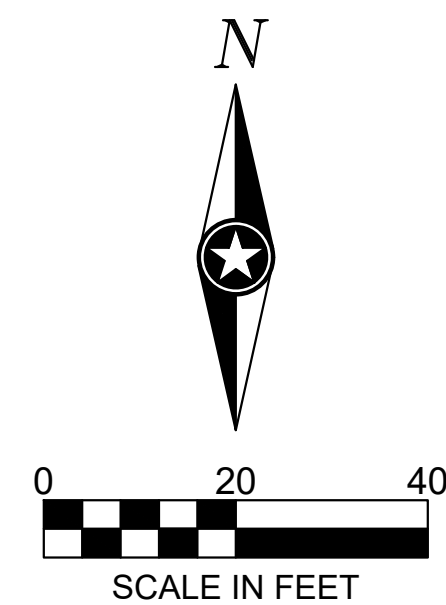
C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



ZONING LANDSCAPE REQUIREMENTS

LANDSCAPE REQUIREMENTS			
AS REQUIRED IN INNER GROVE HEIGHTS, MN ZONING CODE (ZONE PUD)			
LOCATION	QUANTITY	REQUIRED	PROVIDED
SITE PERIMETER	1200 LF	12	12
PARKING LOT	38 STALL	4	4



InSite
INSITE DEVELOPMENT SERVICES, L.L.C.

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RYAN ANDERSON

Ryan Anderson

DATE 08/06/2024 LIC. NO. 55938

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

BRETT HARRIS

B.H. min

DATE 08/06/2024 LIC. NO. 60537

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PROJECT

**NEW CHILDCARE
FACILITY
INVER GROVE
HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

PROJECT NO.	24-30962
FILE NAME	30962-C5-LAND
DRAWN BY	AAQ
DESIGNED BY	AAQ/MJE
REVIEWED BY	ARA/RJA
ORIGINAL ISSUE DATE	08/06/24

TITLE

PLANTING PLAN

SHEET

C5-20

VACATION DEPICTION

EASEMENT EXHIBIT FOR: INSITE REAL ESTATE INVESTMENT PROPERTIES, L.L.C.

SHOWING THE LOCATION OF THE PORTION OF
EASEMENT TO BE VACATED

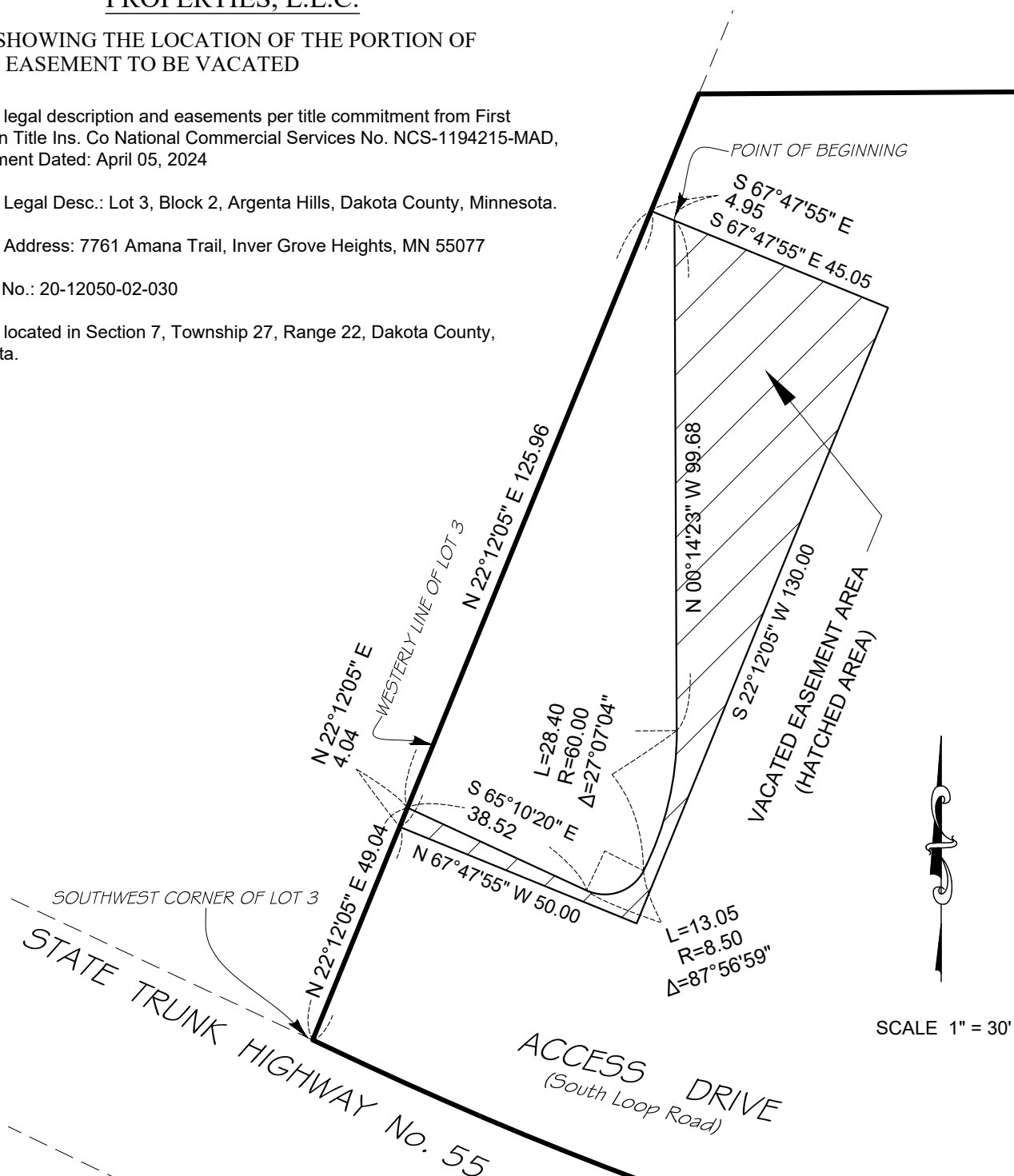
Property legal description and easements per title commitment from First American Title Ins. Co National Commercial Services No. NCS-1194215-MAD, Commitment Dated: April 05, 2024

Property Legal Desc.: Lot 3, Block 2, Argenta Hills, Dakota County, Minnesota.

Property Address: 7761 Amana Trail, Inver Grove Heights, MN 55077

Tax PID No.: 20-12050-02-030

Property located in Section 7, Township 27, Range 22, Dakota County, Minnesota.



F.B. No. 1132-65 Proj. No. 90646

DEMARC
LAND SURVEYING & ENGINEERING
7601 73rd Avenue North (763) 560-3093
Minneapolis, Minnesota 55428 DemarcInc.com



I 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

Surveyed this 24th day of June 2024.

Signed
Gregory R. Prasch, Minn. Reg. No. 24992

Sheet 2 of 4 Sheets

VACATION DESCRIPTION

All that part of Lot 3, Block 2, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota. Commencing at the southwest corner of said Lot 3; thence on an assumed bearing of North 22 degrees 12 minutes 05 seconds East, along the westerly line of said Lot 3, for 49.04 feet; thence continue North 22 degrees 12 minutes 05 seconds East, along said westerly line, for 125.96 feet; thence South 67 degrees 47 minutes 55 seconds East for 4.95 feet to the point of beginning; thence South 67 degrees 47 minutes 55 seconds East 45.05 feet; thence South 22 degrees 12 minutes 05 seconds West for 130.00 feet; thence North 67 degrees 47 minutes 55 seconds West for 50.00 feet; thence North 22 degrees 12 minutes 05 seconds East 4.04 feet; thence South 65 degrees 10 minutes 20 seconds East 38.52 feet; thence Northeasterly 13.05 feet along a tangential curve concave to the Northwest having a radius of 8.50 feet and a central angle of 87 degrees 56 minutes 59 seconds; thence Northerly 28.40 feet along a tangential curve concave to the West having a radius of 60.00 feet and a central angle of 27 degrees 07 minutes 04 seconds; thence North 00 degrees 14 minutes 23 seconds West 99.68 feet to the point of beginning and there terminating.



Planning Commission Report

MEETING DATE:	June 4, 2024
CASE NO:	24-16PUD
APPLICANT:	InSite Development Services, LLC
PROPERTY OWNER:	Graceland IGH Holdings, LLC
REQUEST:	Planned Unit Development Amendment
LOCATION:	7761 Amana Trail
COMPREHENSIVE PLAN:	RC, Regional Commercial
ZONING:	PUD, Planned Unit Development
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The applicant is requesting the following:

- A Planned Unit Development Amendment to construct a daycare facility on Lot 3, Block 2, Argenta Hills.

BACKGROUND

The applicant is proposing to develop one of the vacant commercial lots on the “main street” of the Argenta Hills development with a daycare facility.

The project would consist of constructing a 12,000 square foot child daycare facility with an outdoor playground area on the south side of the site and reconfiguring the parking lot, orientation of the building and access points to this lot.

The property is zoned B-4, Shopping Center Planned Unit Development, as part of the Northwest Area Overlay District. All uses allowed in the Northwest Area are by permitted use. A daycare facility is an allowed use in the B-4 zoning district.

EVALUATION OF REQUEST

PUD DEVELOPMENT PLAN AMENDMENT

Setbacks. The proposed building setback along the main street access drive is consistent with the original approval with the building placed closer to the drive. There are no required internal setbacks for a PUD.

Parking. Based on parking standards identified in the code and in the Northwest Area, the minimum parking spaces required for staff and students would be 35 spaces. The site plan shows a total of 38 spaces. The proposed site plan complies with parking requirements.

The parking lot arrangement would be shifted from what would have been behind the building to be

along the north and west sides. Parking on the west side is intended for employee parking and drop-off and parent parking would be located at the front of the building.

Access continues to utilize the internal access system, so there is one access to the southerly ring road and to the internal driveway that connects to the main street access drive.

Exterior. The applicant is proposing the building exterior to match the design guidelines of the Argenta Hills PUD, which provides for a mix of brick, block, and smooth-faced surfaces.

Landscaping. The redevelopment of the site will remove all existing vegetation on the existing parking lot and perimeter areas. The proposed landscape plan identifies 12 overstory trees plus 4 additional to meet the parking lot ratio. Trees and shrubs are planted along the front and west sides of the building, along the internal access drive and in the northwest corner of the site. The plan complies with landscape standards.

Rooftop Equipment. The plans identify the approximate location of rooftop equipment but show it may extend above the top line of the building parapet. The City Code requires the equipment be substantially screened from view from a reasonable viewing perspective.

Parking Lot and Building Lighting. The applicant has provided a lighting illumination plan and illustrations of the building and parking lot lighting. The site currently has three lights in the existing parking lot. The proposed plan provides for four parking lot lights and lighting around the building. The fixtures are a flat lens slightly recessed into the fixture which complies with code requirements.

ALTERNATIVES

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **PUD Development Plan Amendment** to allow a daycare facility on Lot 3, Block 2, Argenta Hills, 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.

Site Plan

Site Utility Plan

Grading Plan

Landscape Plan

Elevation Plan

Lighting Illumination Plan

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Plans and approvals are subject to review and approval by the City Engineer.

3. The Developer and Owner shall enter into a Site Improvement Agreement with the City.

4. Sign permits are required for all signs.

5. Any rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

B. Denial. Should the proposed request be found not acceptable, the request described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

Planning staff recommends approval of the PUD Amendment for the daycare facility with the conditions listed.

ATTACHMENTS

1. Location Map
2. Narrative
3. Original PUD Plan
4. Proposed Site Plan
5. Grading Plan
6. Planting Plan
7. Site Removal Plan
8. Elevation Plan
9. Lighting Illumination Plan



Location Map

Case No. 24-16PUD



Proposed Daycare Development

Inver Grove Heights, MN

7761 Amana Trail

Planned Unit Development Amendment Application

Project Narrative

May 6th, 2024

Property Owner: Graceland IGH Holdings, LLC, a Minnesota limited liability company
10050 Crosstown Circle, Suite 600, Eden Prairie, MN 55344
(612) 355 – 2600 • josh@hempelcompanies.com

Applicant: InSite Development Services, L.L.C., an Illinois limited liability company
1400 16th Street, Suite 300, Oak Brook, IL 60523
(630) 592 – 3203 • sgraham@insiterealestate.com

Dear Members of City Staff, Planning Commission and City Council,

InSite Development Services, L.L.C. (“InSite”), on behalf of Graceland IGH Holdings, LLC (“Owner”), is applying to amend the Argenta Hills Planned Unit Development (PUD) in association with development of a proposed commercial Child Daycare Center. InSite is a national developer of commercial real estate and is currently under contract with the Owner to acquire the property and subsequently develop the site for InSite’s tenant, a nationwide child-care provider.

The subject property is located at 7761 Amana Trail (Parcel ID #201205002030) which is further described in the attached Legal Description. This property is located in the Argenta Hills Shopping Center and the Northwest Area Overlay District. The site is zoned B-4, Shopping Center District, and is surrounded by commercial uses to the north and east, Open Space/Conservation Area to the south, and vacant land to the west. It is presently developed as a parking lot with a fine-graded building pad and was previously contemplated for Retail/Commercial Use. Site access is provided by private roads to the north, west, and south, with four existing curb cuts entering the parking lot.

The proposed development includes construction of a 12,000 square foot, 22’ high, single-story, commercial Child Daycare building. The building’s exterior finishes shall consist of Brick, Concrete Masonry Units, Fiber Cement Paneling, Stone Veneer, and EIFS of colors and quality matching the adjacent retail users in the Shopping Center. The building shall also be designed and constructed in accordance with the Argenta Hills Final PUD Submittal Design Guidelines. Proposed signage consists of four wall signs with one on the north, south, east, and

west building faces, in addition to one panel on an existing pylon sign along Courthouse Boulevard.

Utility services will connect into existing mains and stubs, which are sufficiently sized to serve the proposed development. Stormwater management shall be provided in an underground ADS Stormtech detention system, which was designed to account for both rate control and water quality treatment requirements. The stormwater management system has been designed per the City of Inver Grove Heights, Eagan-Inver Grove Heights Watershed District, and State of Minnesota specifications.

Daycare Facilities are permitted as conditional uses in the B-4 district, and this use is substantially compatible with the adjacent retail users. Potential customers for the adjacent retail will be generated in the form of parents dropping their children off for daycare. In addition, the residential subdivision to the north, and potential future residential developments to the west, will be benefited by an adjacent Daycare Provider. The proposed Daycare Tenant offers education and care for children six weeks to twelve years old and prioritizes purposeful learning, daily play, and social and emotional growth.

In conclusion, InSite asserts this application is consistent with good development practice, furthers the community welfare, and is in general conformance with the principles and policies of the Inver Grove Heights Comprehensive Plan.

Thank you,

A handwritten signature in black ink, appearing to read 'Sean Graham', written over a horizontal line.

Sean Graham, P.E.



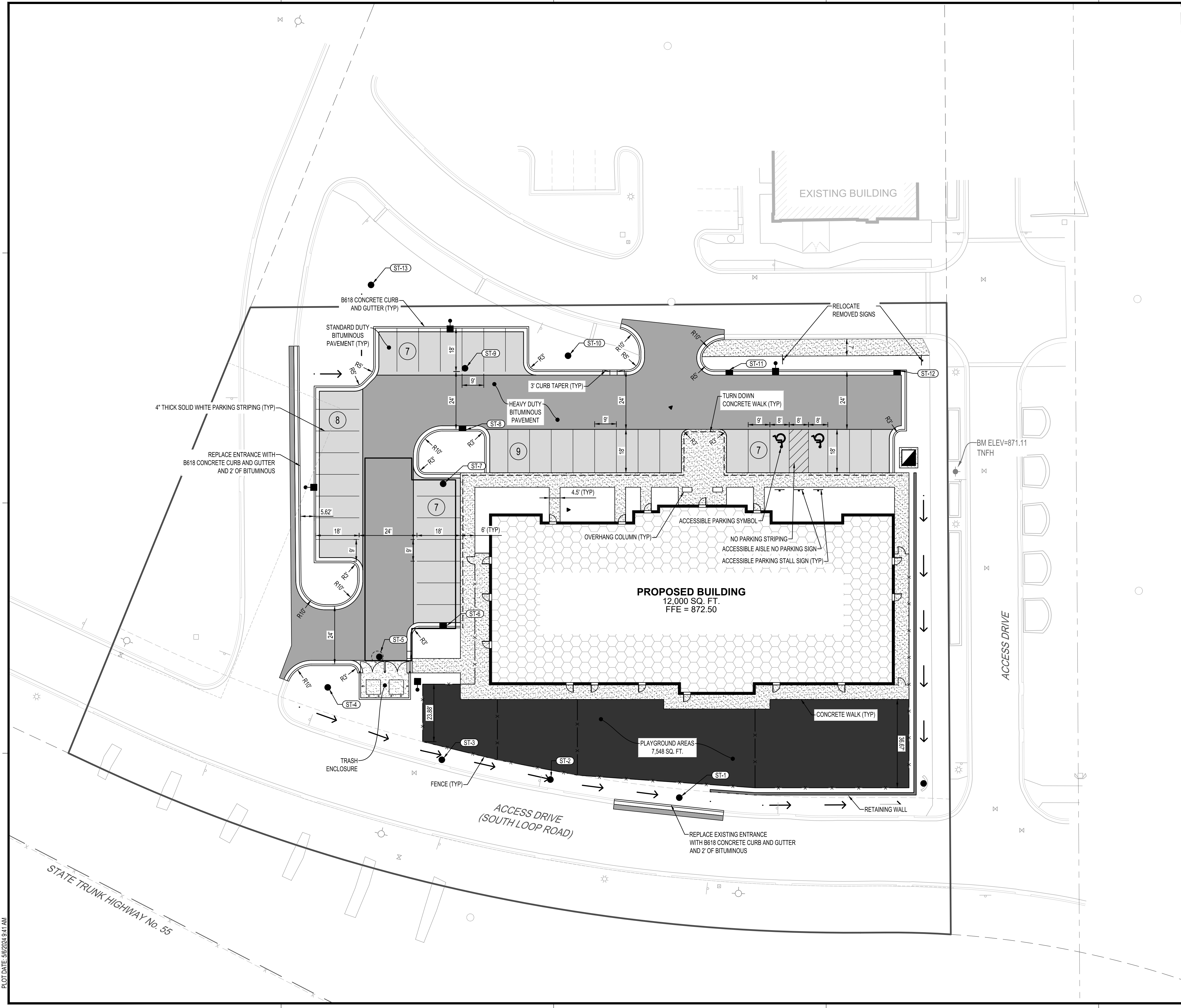
InSite Real Estate, LLC
1400 16th Street, Suite 300 | Oak Brook, IL 60523-8854
Phone: 630-617-9100 | Fax: 630-617-9120 | www.insiterealestate.com

Project Manager

ENCLOSURES:

- A – Executed Planning Application for Planned Unit Development Amendment
- B – Project Narrative prepared by InSite Development Services, L.L.C. dated May 6th, 2024
- C – Civil Site Plans prepared by I & S Group, Inc. dated May 6th, 2024
- D – Stormwater Management Report prepared by I & S Group, Inc. dated May 6th, 2024
- E – Fit Plan prepared by ADA Architects, Inc. dated April 12th, 2024
- F – Exterior Elevations prepared by ADA Architects, Inc. dated May 3rd, 2024

PLOT DATE: 5/6/2024 9:41 AM



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	STANDARD DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK
	PLAYGROUND AREA



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RYAN ANDERSON

DATE: _____ LIC. NO. 55938

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PROJECT

**NEW CHILDCARE
FACILITY
INVER GROVE
HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

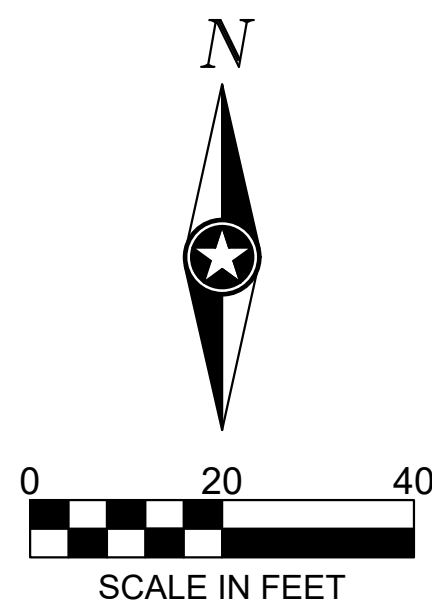
PROJECT NO. 24-30962
FILE NAME 30962-C3-SITE
DRAWN BY AAO
DESIGNED BY AAO/MJE
REVIEWED BY ARA/RJA
ORIGINAL ISSUE DATE --/--
CLIENT PROJECT NO. -

TITLE

SITE PLAN

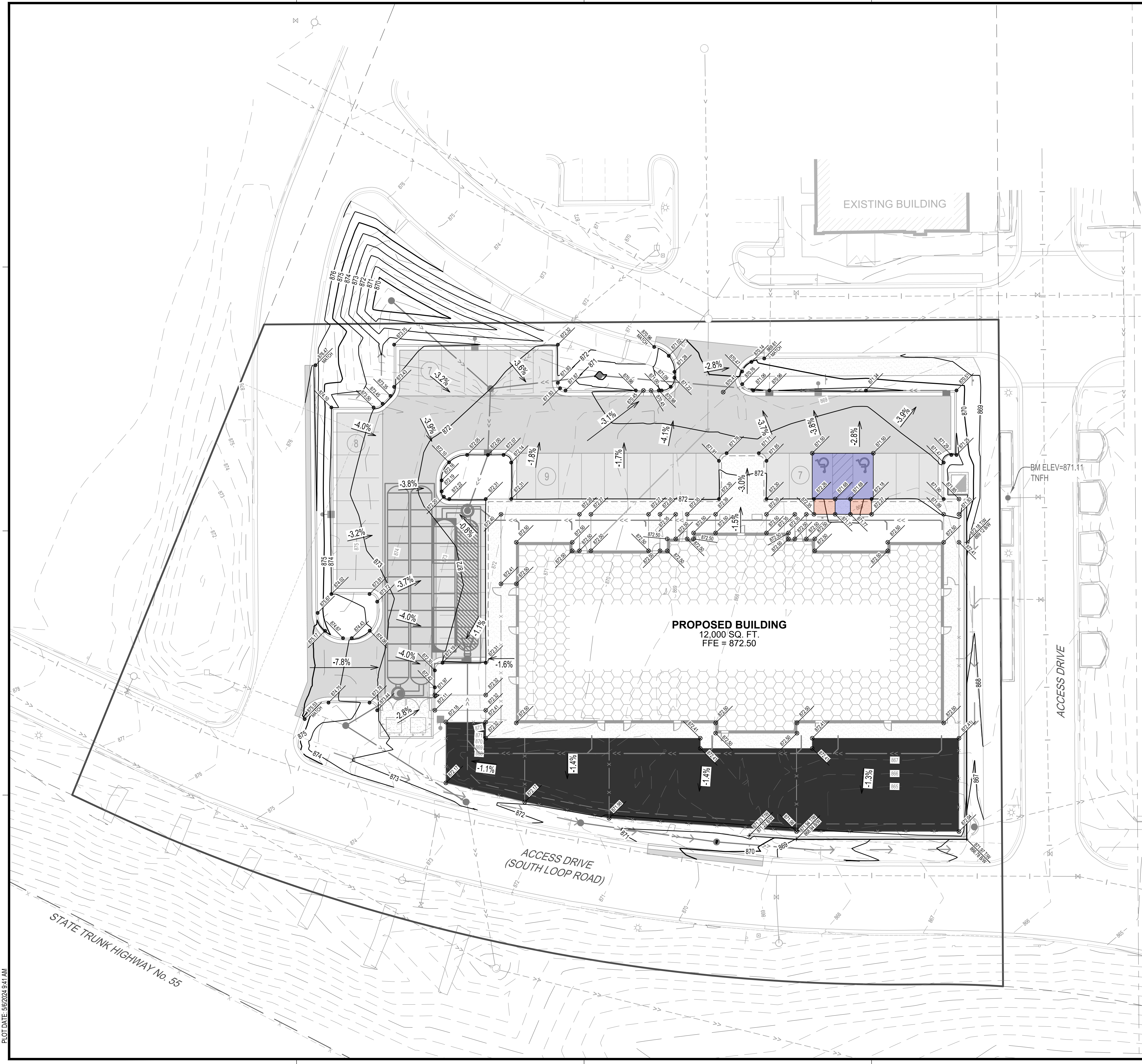
SHEET

C3-10



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PLOT DATE: 5/6/2024 9:41 AM



GRADING LEGEND

	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (TW) AND BOTTOM OF RETAINING WALL (BW)
	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

ADA ACCESSIBILITY LEGEND

	ACCESSIBLE PARKING / LANDING AREA (MAXIMUM 2.00% SLOPE IN ALL DIRECTIONS)
	ACCESSIBLE RAMP (SLOPE GREATER THAN 5.00%, LESS THAN 8.33%)
	0" HEIGHT CURB / WALK (FLUSH WITH PAVEMENT)



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PROJECT

NEW CHILDCARE FACILITY INVER GROVE HEIGHTS

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

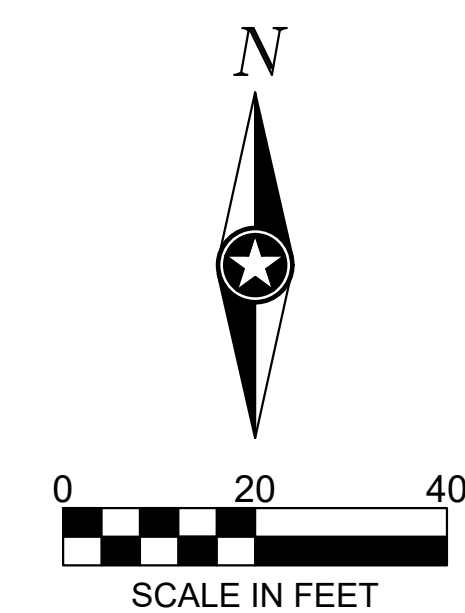
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FILE NAME	30962-C4-GRADE
DRAWN BY	AAQ
DESIGNED BY	AAQ/MJE
REVIEWED BY	ARA/RJA
ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	-

TITLE

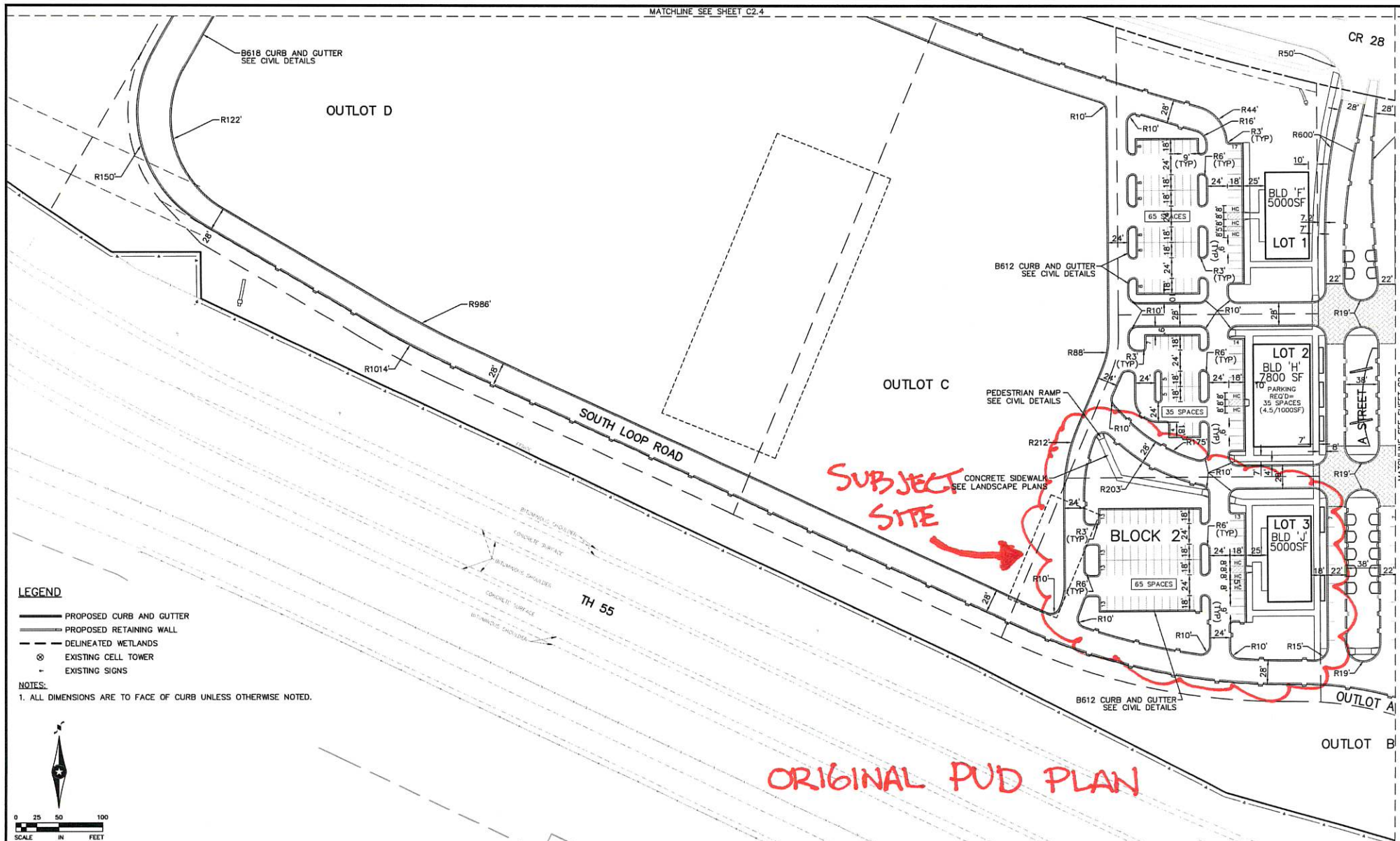
GRADING PLAN

SHEET

C4-10



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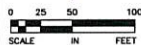


LEGEND

- PROPOSED CURB AND GUTTER
- PROPOSED RETAINING WALL
- DELINEATED WETLANDS
- EXISTING CELL TOWER
- EXISTING SIGNS

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.



REV. NO.	BY	DATE	REVISIONS DESCRIPTION

DESIGN FILE:
31809970
DRAWN BY:
RMC
CHECKED BY:
RAT
DATE:
02/19/2008
DRAWING NAME:
CO2-SITE.dwg

URS

Thresher Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 FAX
612.370.1370 FAX

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THE LAWS OF THE STATE OF MINNESOTA.
RANDAL A. THEDER, P.E.
DATE: 02/19/2008, MINN. LIC. NO. 26871

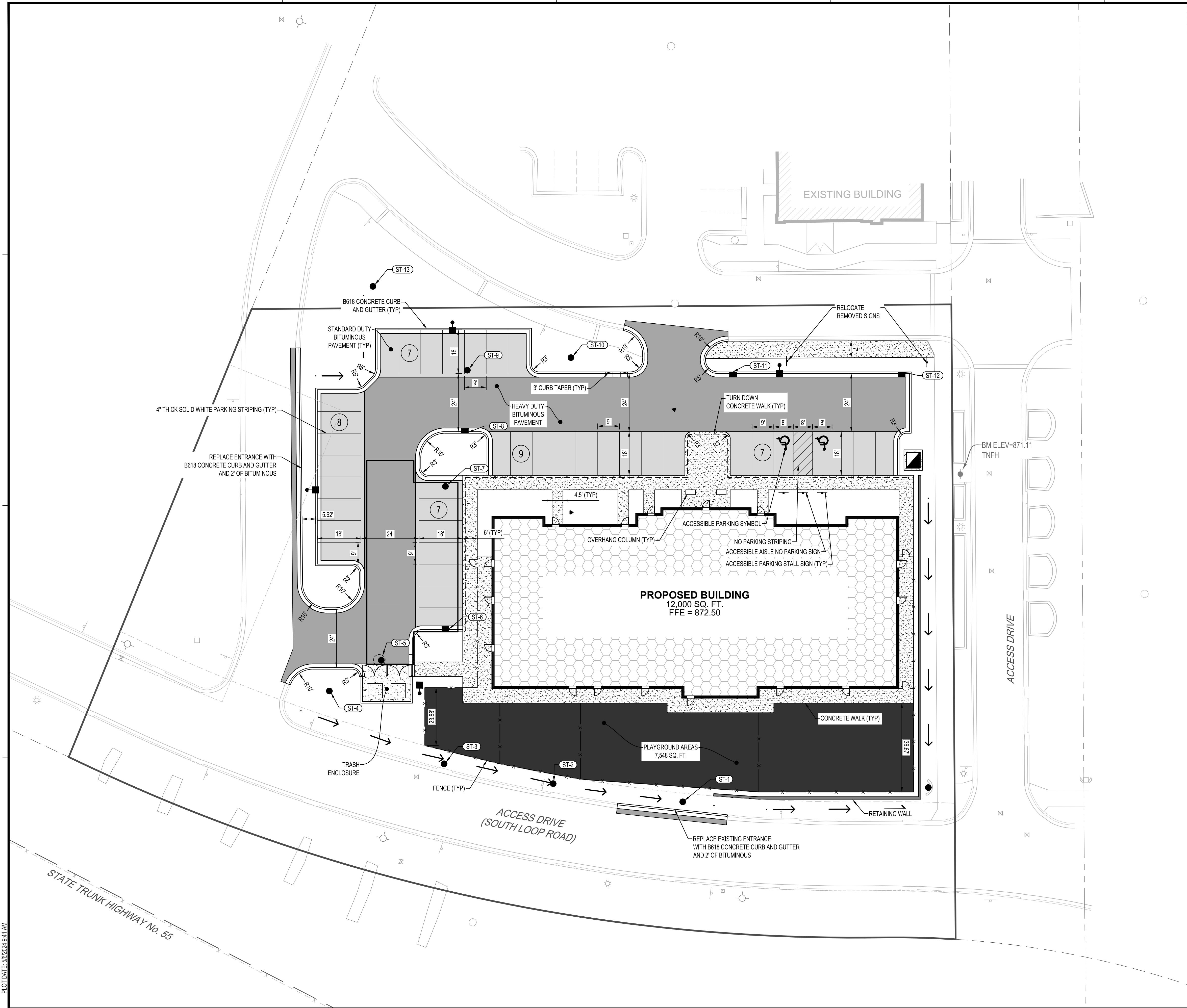
FINAL PLANNED UNIT DEVELOPMENT
ARGENTA HILLS
INVER GROVE HEIGHTS, MN
FINAL SITE PLAN

CITY PROJECT
COUNTY PROJECT
S.P.
S.A.P.

SHEET NO.
C2.2

135

PLOT DATE: 5/6/2024 9:41 AM



PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	STANDARD DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	CONCRETE WALK
	TURN DOWN CONCRETE WALK
	PLAYGROUND AREA



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PROJECT
**NEW CHILDCARE FACILITY
INVER GROVE HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

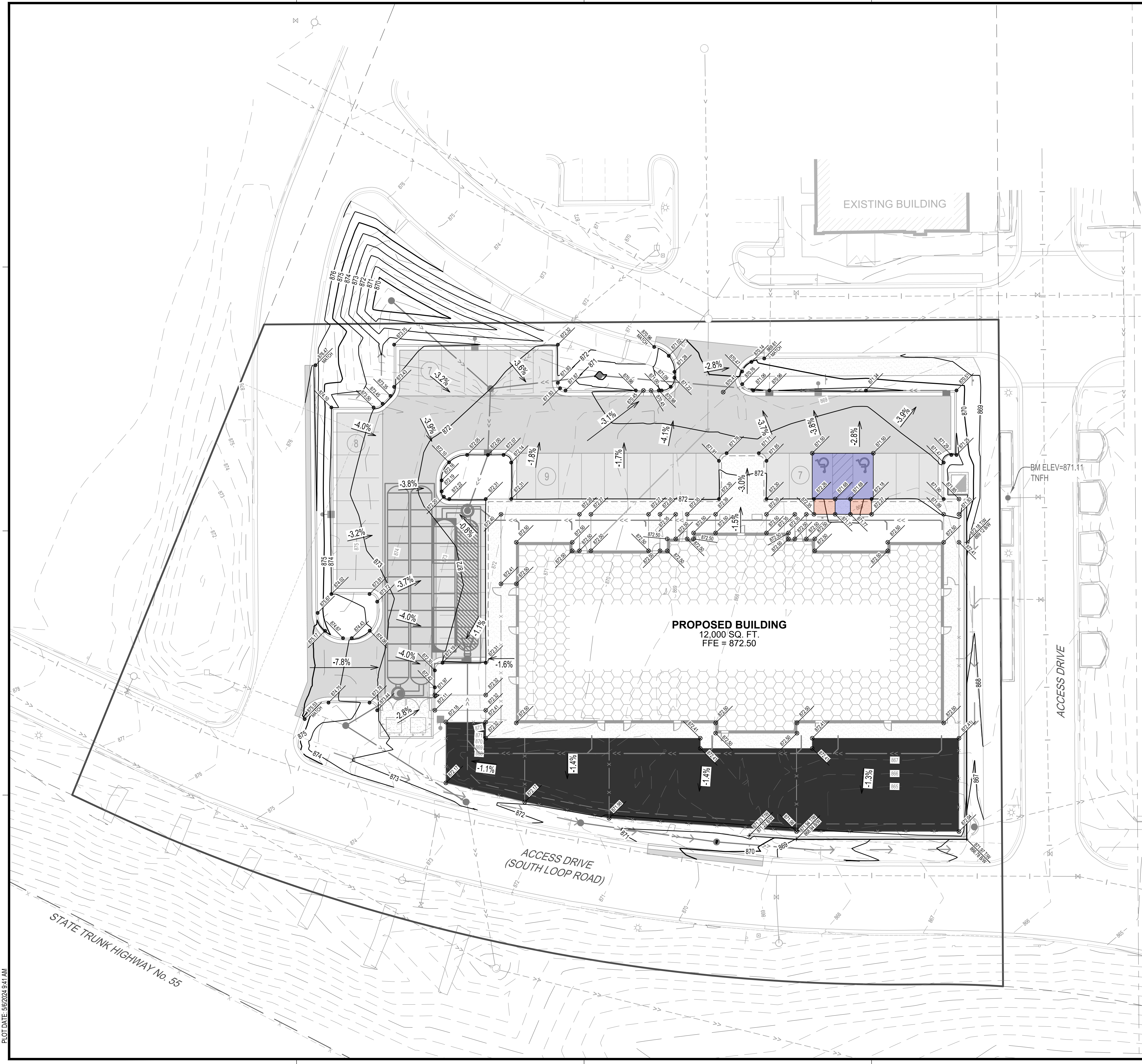
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FILE NAME	30962-C3-SITE
DRAWN BY	AAQ
DESIGNED BY	AAQ/MJE
REVIEWED BY	ARA/RJA
ORIGINAL ISSUE DATE	11-1-24
CLIENT PROJECT NO.	-

TITLE
SITE PLAN

SHEET
C3-10

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PLOT DATE: 5/6/2024 9:41 AM



GRADING LEGEND

	EXISTING CONTOUR (MINOR INTERVAL)
	EXISTING CONTOUR (MAJOR INTERVAL)
	PROPOSED CONTOUR (MINOR INTERVAL)
	PROPOSED CONTOUR (MAJOR INTERVAL)
	PROPOSED SPOT ELEVATION
	PROPOSED TOP BACK OF CURB SPOT ELEVATION
	PROPOSED TOP OF RETAINING WALL (TW) AND BOTTOM OF RETAINING WALL (BW)
	SURFACE GRADE / DIRECTION

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ADA ACCESSIBILITY LEGEND

	ACCESSIBLE PARKING / LANDING AREA (MAXIMUM 2.00% SLOPE IN ALL DIRECTIONS)
	ACCESSIBLE RAMP (SLOPE GREATER THAN 5.00%, LESS THAN 8.33%)
	0" HEIGHT CURB / WALK (FLUSH WITH PAVEMENT)



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PROJECT

NEW CHILDCARE FACILITY INVER GROVE HEIGHTS

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

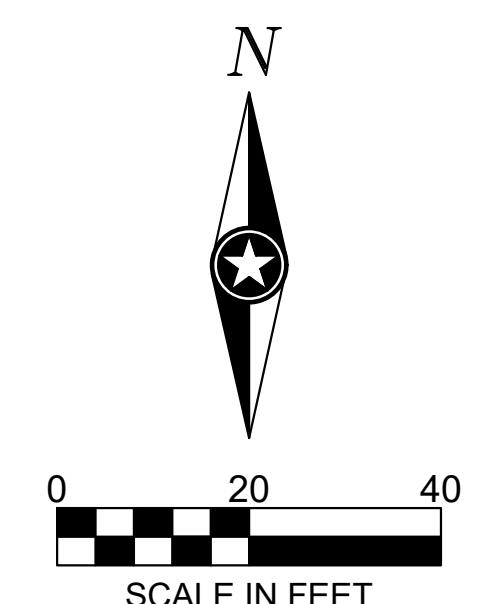
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ORIGINAL ISSUE DATE	---/---/---
CLIENT PROJECT NO.	-

TITLE

GRADING PLAN

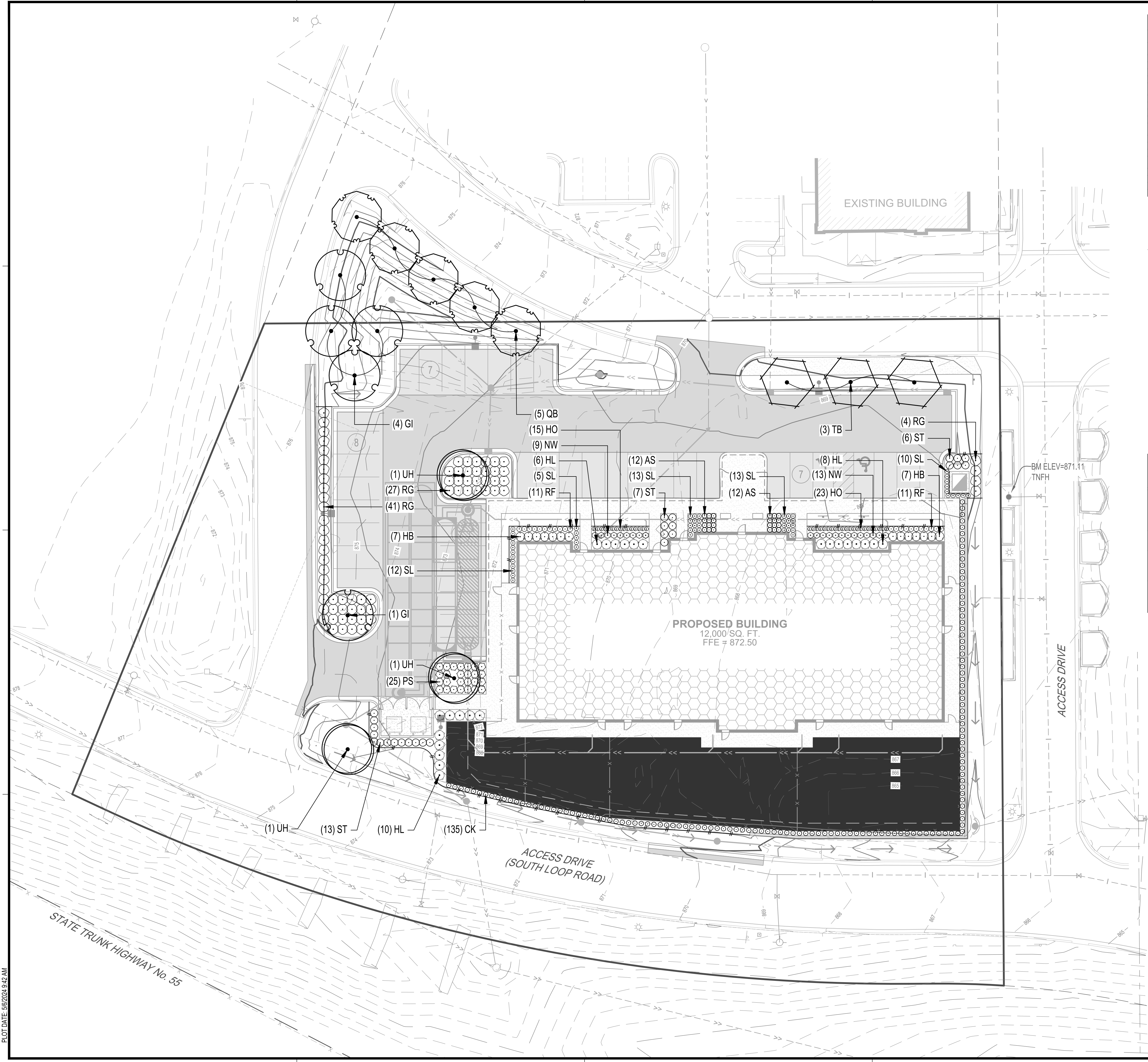
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C4-10



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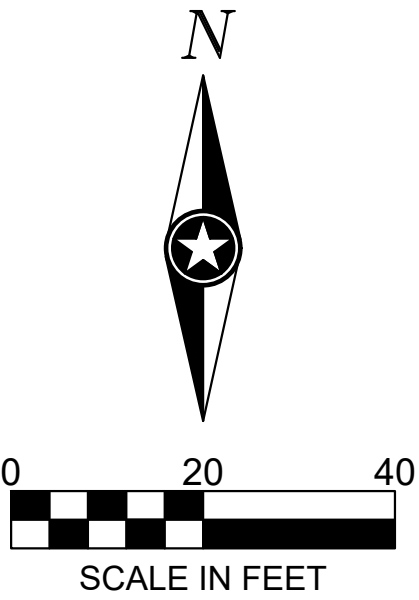
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CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
DECIDUOUS TREES				
GI	15	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' / SKYLINE® HONEY LOCUST	2.5" CAL MIN.	B & B
QB	5	QUERCUS BICOLOR / SWAMP WHITE OAK	2.5" CAL MIN.	B & B
TB	3	TILIA AMERICANA 'BOULEVARD' / BOULEVARD AMERICAN LINDEN	2.5" CAL MIN.	B & B
UH	3	ULMUS X PATRIOT / PATRIOT ELM	2.5" CAL MIN.	B & B
SHRUBS				
HB	14	HYDRANGEA PANICULATA 'L'VOBO' / BOBO® PANICLE HYDRANGEA	24" HT MIN	CONT
HL	24	HYDRANGEA PANICULATA 'SIMPLOF' / LITTLE QUICK® RED PANICLE HYDRANGEA	24" HT MIN	CONT
RG	72	RHUS AROMATICA 'GROLOW' / GROLOW FRAGRANT SUMAC	3 GAL	CONT
ST	26	SPIRAEA BETULIFOLIA 'TOR' / WHITE FROST® BIRCHLEAF SPIREA	24" HT MIN	CONT
ORNAMENTAL GRASSES				
CK	135	CALAMAGOSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	1 GAL	CONT
PS	27	PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS	1 GAL	CONT
SL	53	SCHIZACHYRIUM SCOPARIUM / LITTLE BLUESTEM	1 GAL	CONT
PERENNIALS				
AS	24	ASTILBE JAPONICA 'RED SENTINEL' / RED SENTINEL JAPANESE ASTILBE	1 GAL	CONT
HO	38	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY	1 GAL	CONT
NW	23	NEPETA X 'FASSENI' WALKERS LOW / WALKERS LOW CATMINT	1 GAL	CONT
RF	22	RUDEBECKIA FLGIDA 'GOLDSTRUM' / GOLDSTRUM RUDEBECKIA (CONEFLOWER)	1 GAL	CONT

ZONING LANDSCAPE REQUIREMENTS

PROPERTY DISTRICT: PUD PUBLIC AND SEMI-PUBLIC DISTRICT
NOTE: ALL OPEN SPACE AREAS OF A LOT WHICH ARE NOT USED OR IMPROVED FOR REQUIRED PARKING AREAS, DRIVES OR STORAGE SHALL BE LANDSCAPED WITH A COMBINATION OF OVERSTORY TREES, ORNAMENTAL TREES, SHRUBS, FLOWERS, GROUND COVER, DECORATIVE WALKS, OR OTHER SIMILAR SITE DESIGN MATERIALS IN A QUANTITY AND PLACEMENT SUITABLE FOR THE SITE.

- COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL SITE SHALL CONTAIN, AT A MINIMUM, THE GREATER OF: ONE TREE PER ONE THOUSAND(1,000) SQUARE FEET OF GROSS BUILDING FLOOR AREA; OR ONE TREE PER FIFTY (50) LINEAR FEET OF SITE PERIMETER.
- AN EQUIVALENT OF UP TO FIFTY PERCENT (50%) OF THE REQUIRED NUMBER OF OVERSTORY TREES MAY BE CREATED THROUGH THE USE OF OVERSTORY TREES IN COMBINATION WITH OTHER LANDSCAPE DESIGN ELEMENTS AT A RATIO OF SIX (6) SHRUBS TO ONE OVERSTORY TREE AND/OR TWO (2) ORNAMENTAL TREES TO ONE OVERSTORY TREE.
- IN NO CASE SHALL THE NUMBER OF OVERSTORY TREES BE LESS THAN FIFTY PERCENT (50%) OF THE APPROPRIATE FORMULA.
- ALL PARKING LOTS ARE REQUIRED TO PROVIDE INTERNAL OVERSTORY TREE PLANTINGS IN AN EFFORT TO SHADE PARKING SURFACES AND PROVIDE VISUAL RELIEF.
- ONE TREE PER EVERY TEN (10) PARKING SPACES.

LANDSCAPE REQUIREMENTS			
AS REQUIRED IN INNER GROVE HEIGHTS, MN ZONING CODE (ZONE PUD)			
LOCATION	QUANTITY	REQUIRED	PROVIDED
SITE PERIMETER	1200 LF	12	12
PARKING LOT	38 STALL	4	4



InSite

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DATE: LIC. NO.

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DATE: LIC. NO.

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PROJECT

NEW CHILDCARE
FACILITY
INVER GROVE
HEIGHTS

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30962
FILE NAME	30962-C5-LAND
DRAWN BY	AAQ
DESIGNED BY	AAQ/MJE
REVIEWED BY	ARA/RJA
ORIGINAL ISSUE DATE	11-11
CLIENT PROJECT NO.	-

TITLE

PLANTING PLAN

SHEET

C5-20

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

RYAN ANDERSON

DATE _____ LIC. NO. 55938

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PROJECT

NEW CHILDCARE FACILITY INVER GROVE HEIGHTS

INVER GROVE HEIGHTS MINNESOTA

[illegible]

PROJECT NO.	24-30962
FILE NAME	30962-C2-EXIST
DRAWN BY	AAQ
DESIGNED BY	AAQ/MJE
REVIEWED BY	ARA/RJA
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

EXISTING SITE AND REMOVAL PLAN

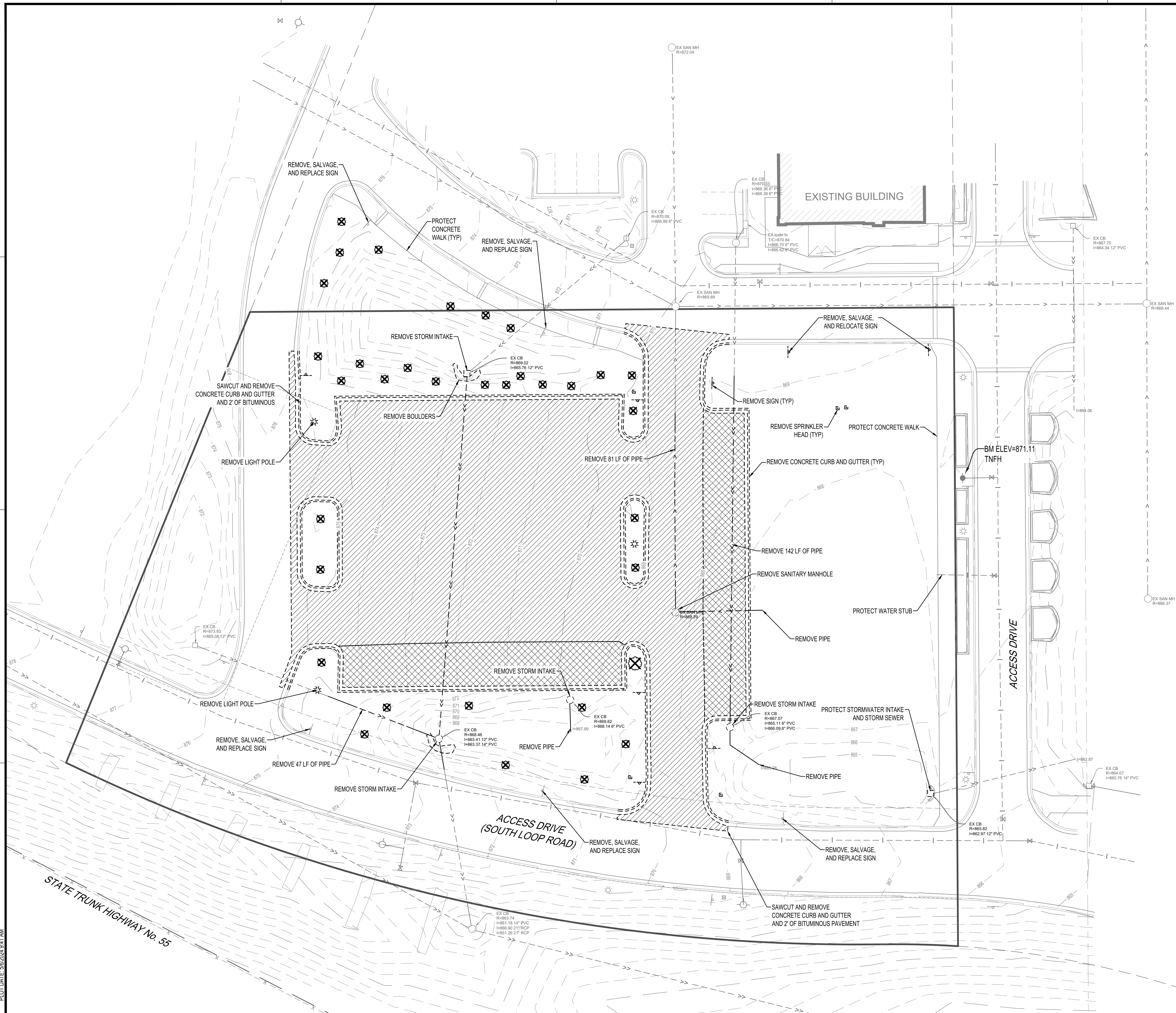
SHEET

C2-10

REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE PERVIOUS PAVEMENT
	REMOVE DECIDUOUS TREE (CLEAR AND GRUB)

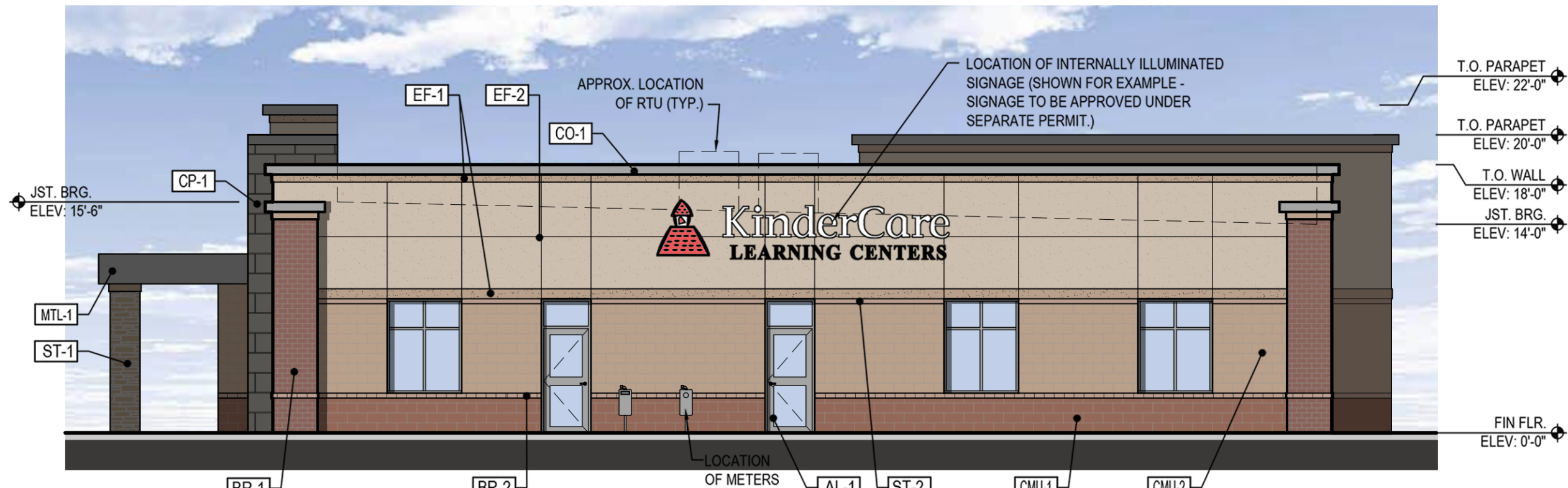
CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.





1 NORTH ELEVATION
SCALE: 1/8"=1'-0"

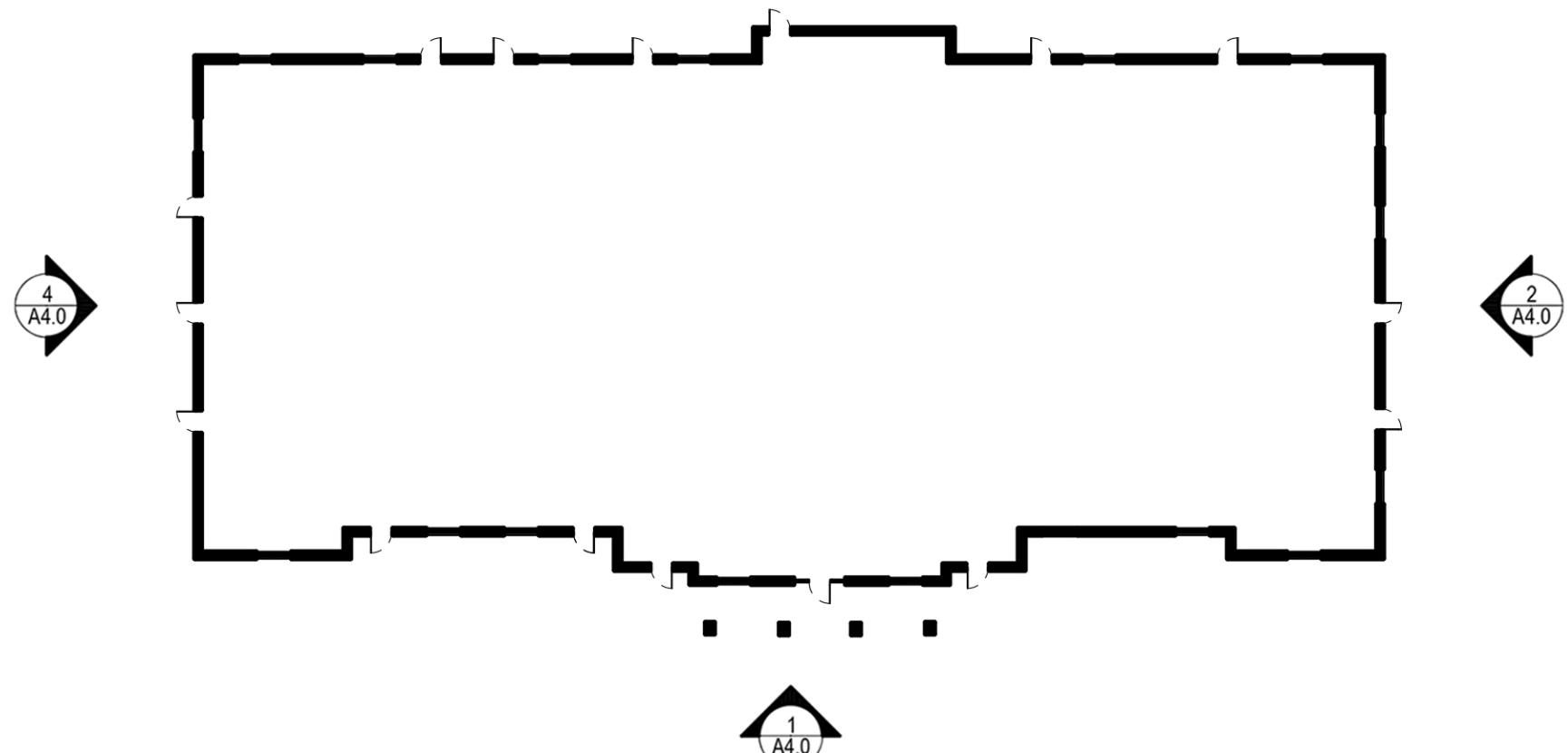
EXTERIOR FINISH MATERIAL SCHEDULE			
MARK:	MATERIAL:	COLOR / NAME:	REMARKS:
[AL-1]	ALUMINUM	CLEAR ANODIZED	ALUMINUM STOREFRONT
[BR-1]	BRICK	MOUNTAIN RED	CLAY FACE BRICK - MODULAR, MNF. INTERSTATE BRICK
[BR-2]	BRICK	CEDAR	CLAY FACE BRICK - MODULAR, MNF. INTERSTATE BRICK
[C-1]	METAL CANOPY	WHITE	-----
[CMU-1]	CMU	FIORI 52R	EP HENRY - ROCKFACE (SPLIT-FACED CMU)
[CMU-2]	CMU	FIORI 507R	EP HENRY - SMOOTH PROFILE (SMOOTH-FACED CMU)
[CO-1]	COPING	GRAY	PRE-FINISHED METAL COPING
[CP-1]	CEMENT PANEL	GENTLE GRAY	NICHHA FIBER CEMENT PANEL SYSTEM, MASONRY SERIES, SANDSTONE. COMPOSITE CORE PANEL
[EF-1]	EIFS	MATCH BR-2	MNF. STO SYSTEM. STO THERM CI FINISH. FINE FINISH (OR EQUAL)
[EF-2]	EIFS	OATMEAL	MNF. STO SYSTEM. STO THERM CI FINISH. FINE FINISH (OR EQUAL)
[MTL-1]	METAL	WHITE	PRE-FINISHED WHITE BRAKE METAL
[ST-1]	STONE VENEER	CHARDONNAY	PRO-FIT ALPINE LEDGESTONE, MNF. CULTURED STONE



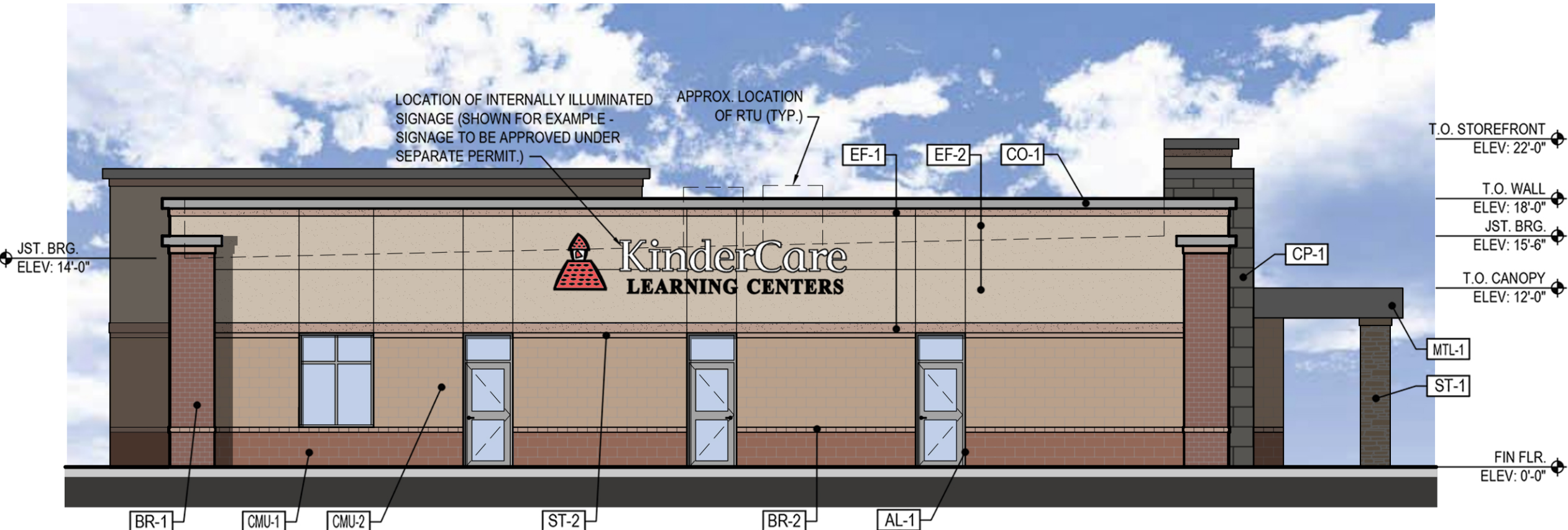
2 WEST ELEVATION
SCALE: 1/8"=1'-0"



3 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



5 KEY PLAN
SCALE: N.T.S.



4 EAST ELEVATION
SCALE: 1/8"=1'-0"

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ADA
ADA ARCHITECTS, P.C.
17710 Dargatz Avenue Lakewood, Ohio 44107
Phone (216) 521-5134 Fax (216) 521-4824
www.adaarchitects.com

KinderCare Education LLC

INVER GROVE HEIGHTS, MN

7841 AMANA TRAIL

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REVISIONS

#	DATE	TYPE
1	10/30/2023	RENDERED ELEVATIONS
2	05/03/2024	RENDERED ELEVATIONS
3		
4		
5		
6		
7		
8		
9		

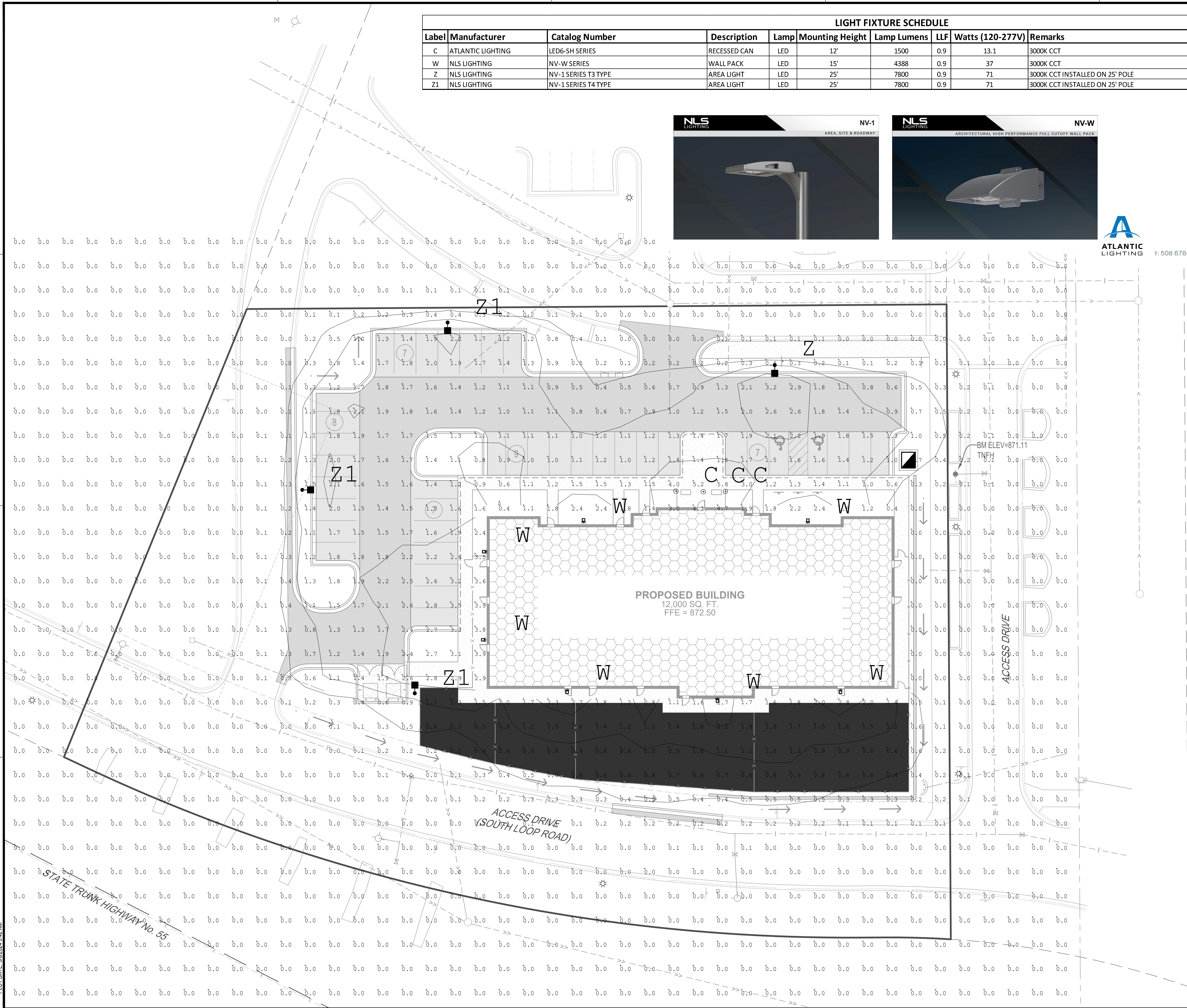
EXTERIOR ELEVATIONS

DATE 07/05/2023

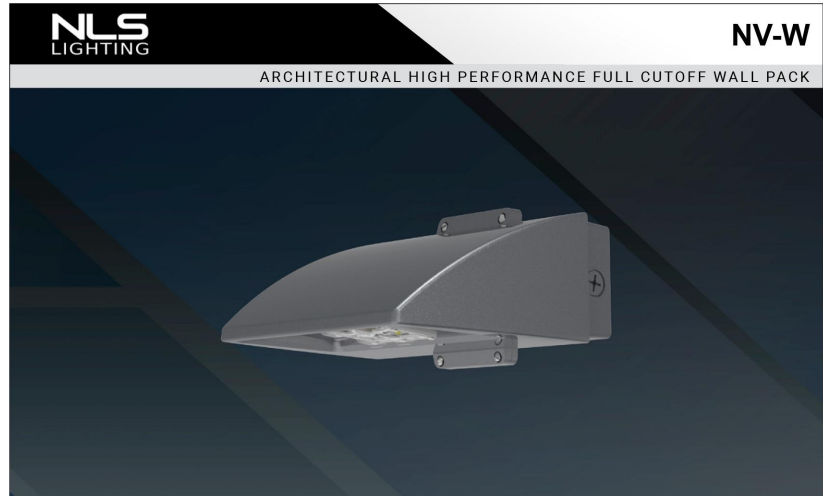
JOB NO. 23268

A-4.0
SHEET NO.

PLOT DATE: 5/6/2024 9:42 AM



LIGHT FIXTURE SCHEDULE										
Label	Manufacturer	Catalog Number	Description	Lamp	Mounting Height	Lamp Lumens	LLF	Watts (120-277V)	Remarks	
C	ATLANTIC LIGHTING	LED6-SH SERIES	RECESSED CAN	LED	12'	1500	0.9	13.1	3000K CCT	
W	NLS LIGHTING	NV-W SERIES	WALL PACK	LED	15'	4388	0.9	37	3000K CCT	
Z	NLS LIGHTING	NV-1 SERIES T3 TYPE	AREA LIGHT	LED	25'	7800	0.9	71	3000K CCT INSTALLED ON 25' POLE	
Z1	NLS LIGHTING	NV-1 SERIES T4 TYPE	AREA LIGHT	LED	25'	7800	0.9	71	3000K CCT INSTALLED ON 25' POLE	



Specifications and dimensions
subject to change without notice



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HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-30962
FILE NAME	30962-E2-PHOTOMETRICS
DRAWN BY	AAQ
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ORIGINAL ISSUE DATE	11-1-24
CLIENT PROJECT NO.	-

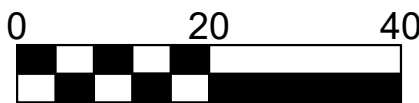
TITLE

**PHOTOMETRICS
PLAN**

SHEET

E2-00

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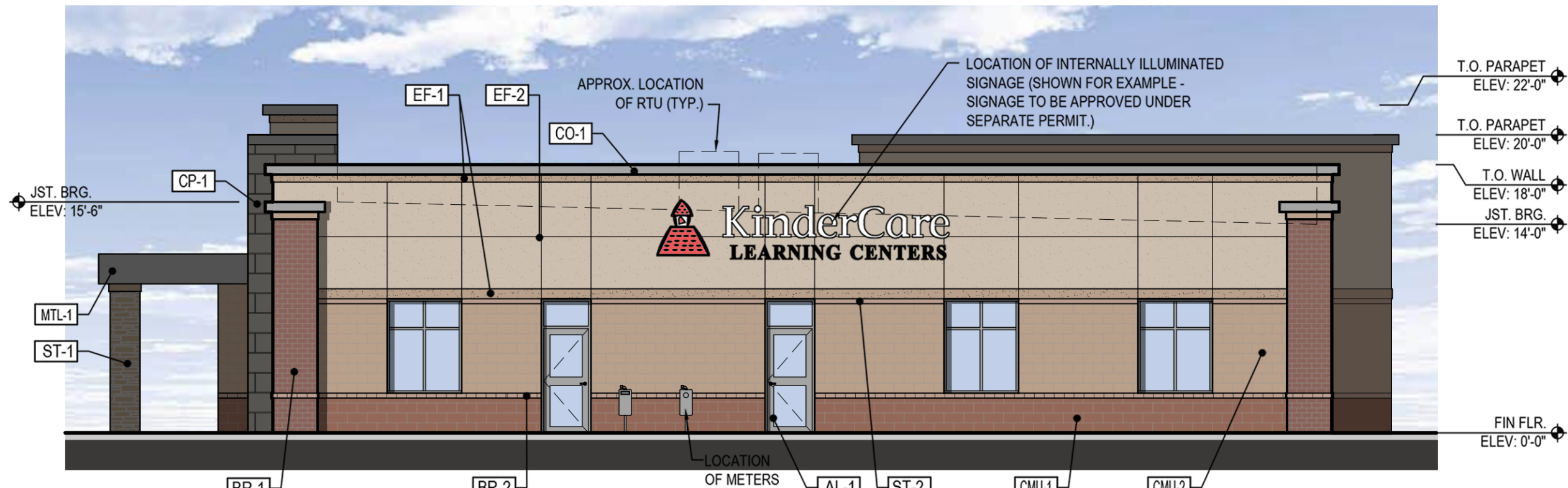
SCALE IN FEET

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1 NORTH ELEVATION
A-4.0 SCALE: 1/8"=1'-0"

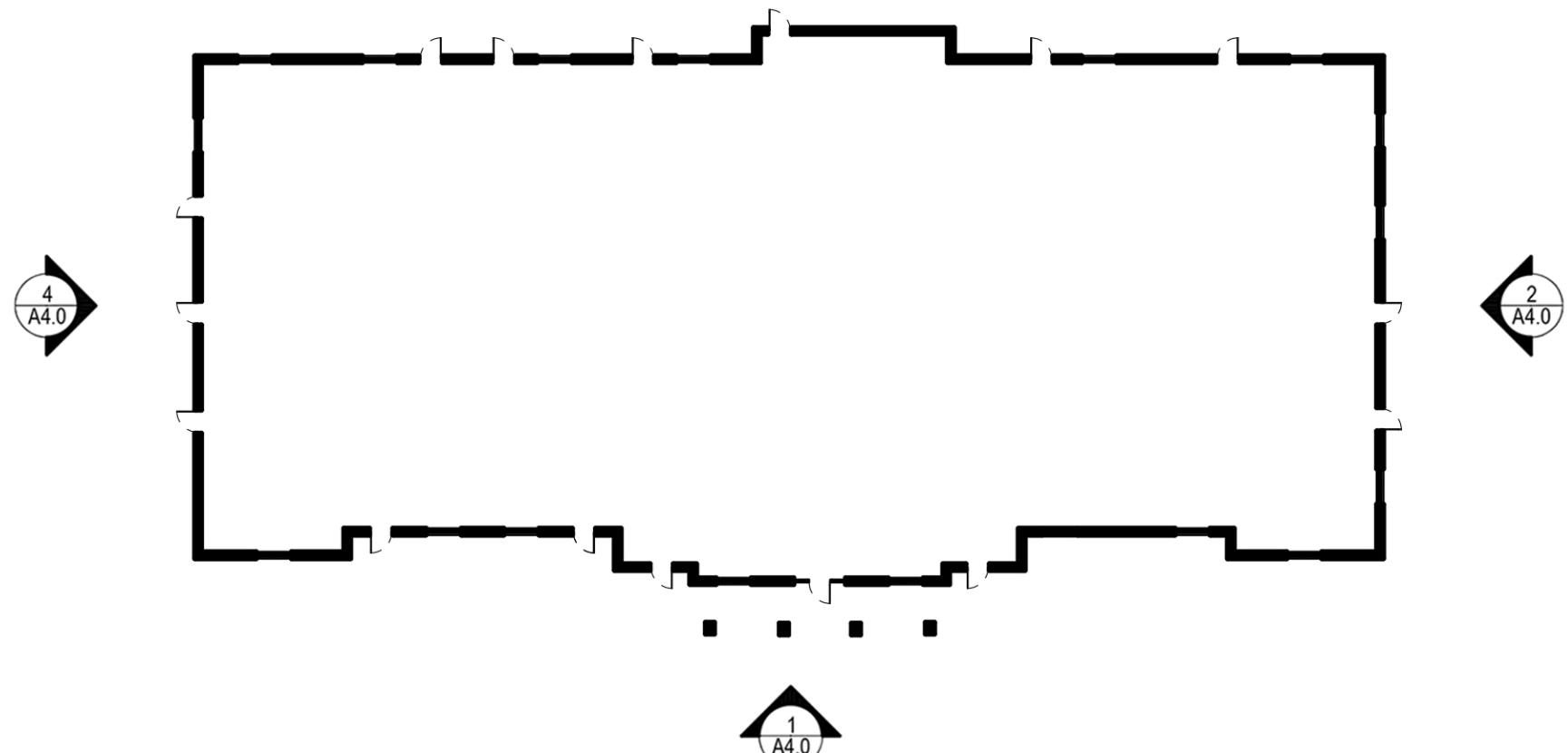
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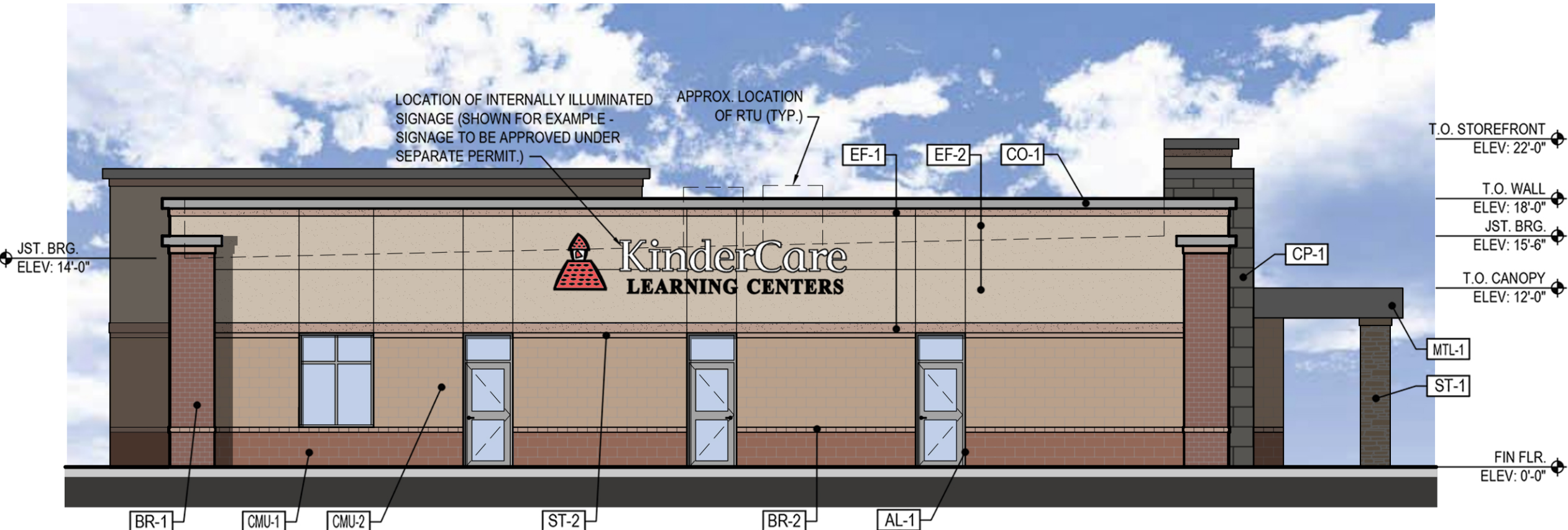
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A-4.0 SCALE: 1/8"=1'-0"



5 KEY PLAN
A-4.0 SCALE: N.T.S.



4 EAST ELEVATION
A-4.0 SCALE: 1/8"=1'-0"

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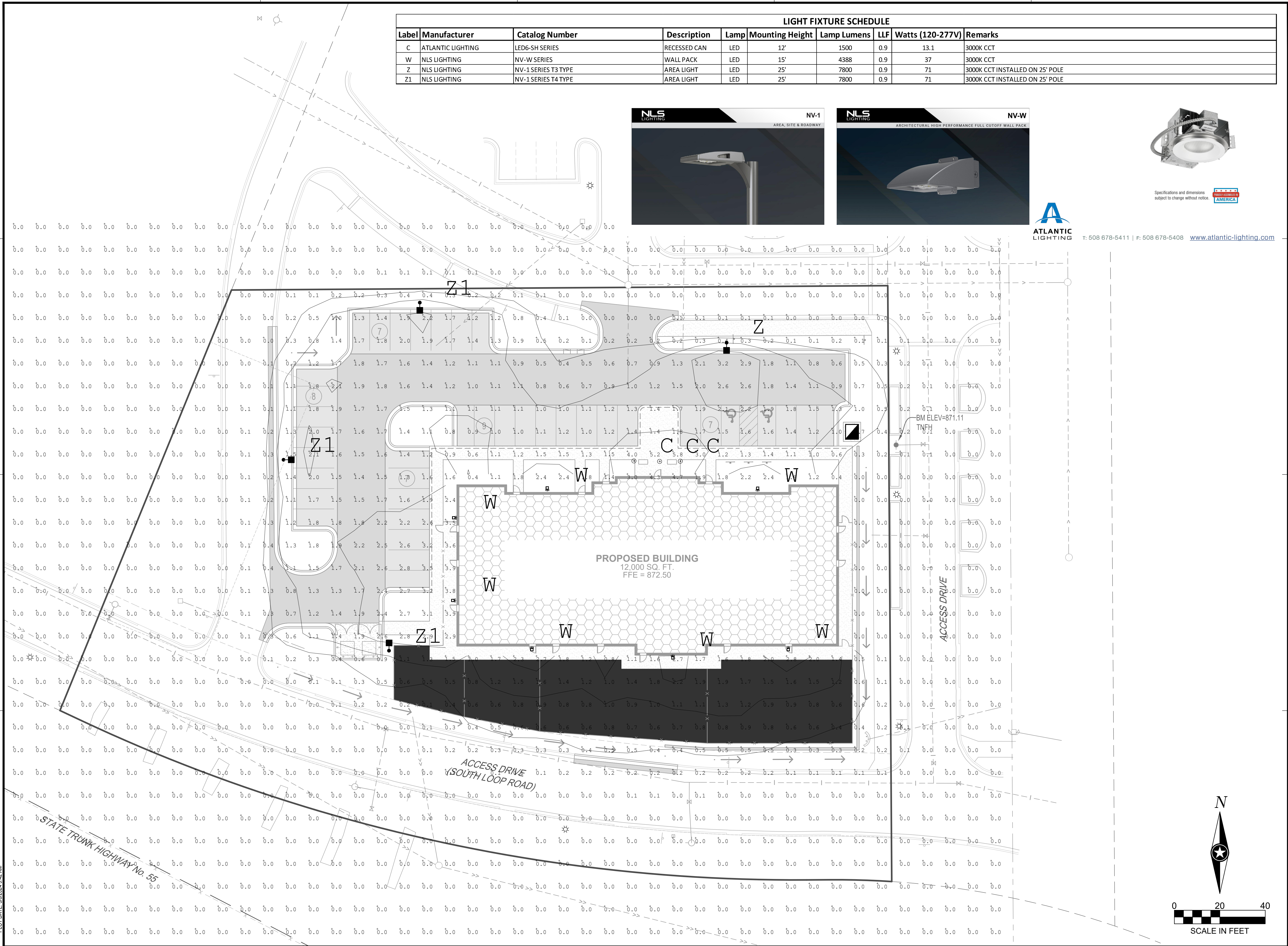
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DATE 07/05/2023

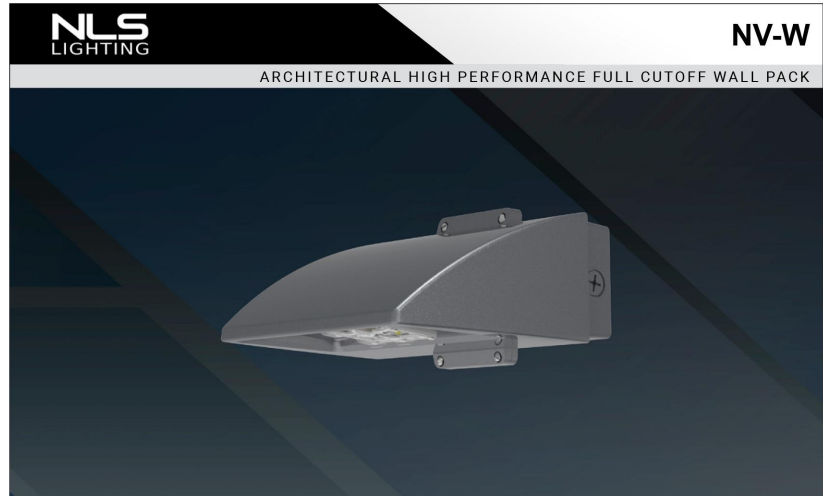
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PLOT DATE: 5/6/2024 9:42 AM



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**NEW CHILDCARE
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INVER GROVE
HEIGHTS**

INVER GROVE HEIGHTS MINNESOTA

REVISION SCHEDULE		
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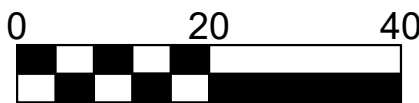
TITLE

**PHOTOMETRICS
PLAN**

SHEET

E2-00

N



SCALE IN FEET

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



Request for Council Action

SUBJECT: **Approval of the Final Plat for the Plat of Archer Trail and Related Development Documents**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the two attached Resolutions: 1) Resolution Approving the Final Plat, Final PUD Development Plans, Acknowledgment of PUD Zoning, Development Contract, Stormwater Facilities Maintenance Agreement (SWFMA), Open Space Easement, and Stormwater Reuse Facilities Maintenance Agreement; and 2) Resolution Approving Vacation of a Drainage and Utility Easement; all for the plat of Archer Trail.

BACKGROUND

An application has been submitted for the final plat and final development plan for the plat of Archer Trail. The project consists of 159 townhome lots and one outlot for future commercial development. The City Council approved the preliminary plat and development plans on April 24, 2024.

The submitted final plans are consistent with the preliminary plans approved by the Council except in one area. One block of townhomes has been modified in the southwest corner of the site. The preliminary plat identified a four-unit building in the southwest corner of the site. The final plan set contains a six-unit building at this location which brings the total unit count from 157 to 159.

Section 10-13J-5 of the Northwest Area Overlay District contains a provision by which the Council can approve the total number and location of housing units and housing types for a specific property through the final PUD approval. The six-unit building occupies the same footprint and location as the initially proposed four-unit building. All plans are otherwise consistent with the preliminary plans and meet all performance standards.

The preliminary approval included vacating a portion of an existing easement that was needed for an extension of 71st Street, which will now not happen. The final plat identifies the new easement as required. The attached Resolution vacates the old easement and the new one is dedicated on the final plat.

FISCAL IMPACT

N/A

RECOMMENDATION

At their August 7, 2024 meeting, the Planning Commission voted to recommend approval (8-0).

ATTACHMENTS

1. Location Map
2. Resolution Approving Final Plat and Related Development Documents
3. Resolution Vacating Utility and Drainage Easement
4. Plat of Archer Trail
5. Acknowledgement of Planned Unit Development Zoning
6. CC Stuart DC FINAL 9.19.2024
7. Open Space Easement
8. Stormwater Reuse System Maintenance Agreement
9. CC FINAL Stuart SWFMA 9.19.2024
10. Staff Report to Planning Commission



Location Map

Case No. 24-24PUD



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

RESOLUTION NO. 2024-218

**A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT
PLAN, DEVELOPMENT CONTRACT, STORMWATER FACILITIES MAINTENANCE
AGREEMENT, STORMWATER REUSE SYSTEM MAINTENANCE AGREEMENT,
OPEN SPACE EASEMENT. AND ACKNOWLEDGEMENT OF PUD ZONING FOR
THE PLAT OF ARCHER TRAIL**

**CASE NO. 24-24PUD
(Stuart Development)**

WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted to the City for property legally described on the attached **Exhibit A** which is being replatted as detailed on **Exhibit B**.

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 5, 2023;

WHEREAS, the final plat and final PUD application satisfies the conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

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

1. That the following documents are hereby approved, and the Mayor and City Clerk are authorized to execute the same, subject to any minor revisions as required by the City Attorney:
 - a. Final Plat
 - b. Development Contract
 - c. Stormwater Facilities Maintenance Agreement
 - d. Stormwater Reuse System Maintenance Agreement
 - e. Open Space Easement
 - f. Acknowledgement of PUD Zoning

2. The Final PUD Development Plan for the Property is hereby approved as follows:
 - a. The Final PUD Development Plans shall be those Development Plans prepared by Civil Site Group and approved by the City Engineer on August 29, 2024 and September 6, 2024.
 - b. The project shall be developed in substantial conformance with the Development Plans approved by the City Engineer on August 29, 2024 and September 6, 2024. The final list of approved Development Plans and date of plans shall be identified in the Development Contract; approved Development Plans are subject to revisions as approved by the City Engineer.
 - c. The Final PUD Development Plan includes approval of the following:
 - i. Building setbacks from right-of-way. Ten (10) feet along side of building along Arch Way and 15 feet from rear of building along Arch Way.
 - ii. Building front setback from right-of-way. Fifteen (15) feet along 73rd Street.
 - iii. Clubhouse setback from right-of-way to the south: 20 feet.
 - iv. Multiple family building coverage.
3. The Final Plat is approved, subject to the Developer entering into the required Development Contract with the City.

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

Passed this 23rd day of September, 2024.

BY:

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY BEING REPLATTED AS THE PLAT OF
ARCHER TRAIL

Real property located in Dakota County and legally described as follows:

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West,
EXCEPT the West 620.12 feet thereof

AND EXCEPTING Parcels 35, 35B, 35C and 35D, DAKOTA COUNTY ROAD RIGHT OF WAY MAP
NO. 471.

AND EXCEPTING Parcel 20, DAKOTA COUNTY ROAD RIGHT OF WAY MAP. NO. 435.

EXHIBIT B
LEGAL DESCRIPTION OF REPLATTED PROPERTY

Real property located in Dakota County and legally described as follows:

Lot 1, Block 1, ARCHER TRAIL
Lot 1, Block 2, ARCHER TRAIL
Lot 1, Block 3, ARCHER TRAIL
Outlots A, B, and C, ARCHER TRAIL

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

RESOLUTION NO. 24-219

**RESOLUTION PROVIDING FOR THE VACATION OF
A PERMANENT UTILITY AND DRAINAGE EASEMENT RECORDED AS DAKOTA COUNTY
DOCUMENT NUMBER 3127042
BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

**EXHIBIT A-LEGAL DESCRIPTION OF PROPERTY SUBJECT TO EASEMENT
EXHIBIT B-LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENT AREA**

WHEREAS, the Owner and Developer of the real property identified on Exhibit A have applied to the City of Inver Grove Heights to plat the property as the plat of ARCHER TRAIL; and

WHEREAS, the Inver Grove Heights City Council has approved the final plat of ARCHER TRAIL, which plat includes the dedication of certain drainage and utility easements; and

WHEREAS, upon recording of the Plat of ARCHER TRAIL, the Property platted as Archer Trail will be encumbered by the drainage and utility easements dedicated on that Plat, and the existing drainage and utility easement recorded as Document No. 3127042 and legally described in Exhibit B will no longer be required by the City and will need to be vacated to allow for development of the Property in the manner contemplated by the Final PUD Development plans approved by the City; and

WHEREAS, a public hearing on the vacation of the Utility and Drainage Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851; and

WHEREAS, a public hearing on the vacation of the Utility and Drainage Easement was held by the Planning Commission of Inver Grove Heights on December 5, 2023, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition; and

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Utility and Drainage Easement; and

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest provided that revised drainage and utility

easements are provided on the plat of ARCHER TRAIL that meet the City's requirements for such easements.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Permanent Utility and Drainage Easement granted to the City per Document 3127042.
2. That the easement vacation authorized by this resolution shall only be effective upon the recording of the Plat of ARCHER TRAIL and upon recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024

ATTEST:

Brenda Dietrich, Mayor

Rebecca Kiernan, City Clerk

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

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

Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, except the West 620.16 feet thereof and the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 27 North, Range 22 West except the East 313.73 feet thereof and except the North 500 feet of the West 435.16 feet of the East 994.89 feet thereof.

FURTHER EXCEPTING from the above described property:

That part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 7, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16°27'56" East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west, radius of 549.30 feet and a central angle of 2°57'13" a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of said NW 1/4 of the NE 1/4; thence North 0°08'40" West, parallel with said east line a distance of 562.00 feet to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.

AND FURTHER EXCEPTING

The west 246.00 feet of the East 559.73 feet of the NW 1/4 of the NE 1/4 of Section 7, Township 27, Range 22.

Abstract Property

**EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA BEING VACATED**

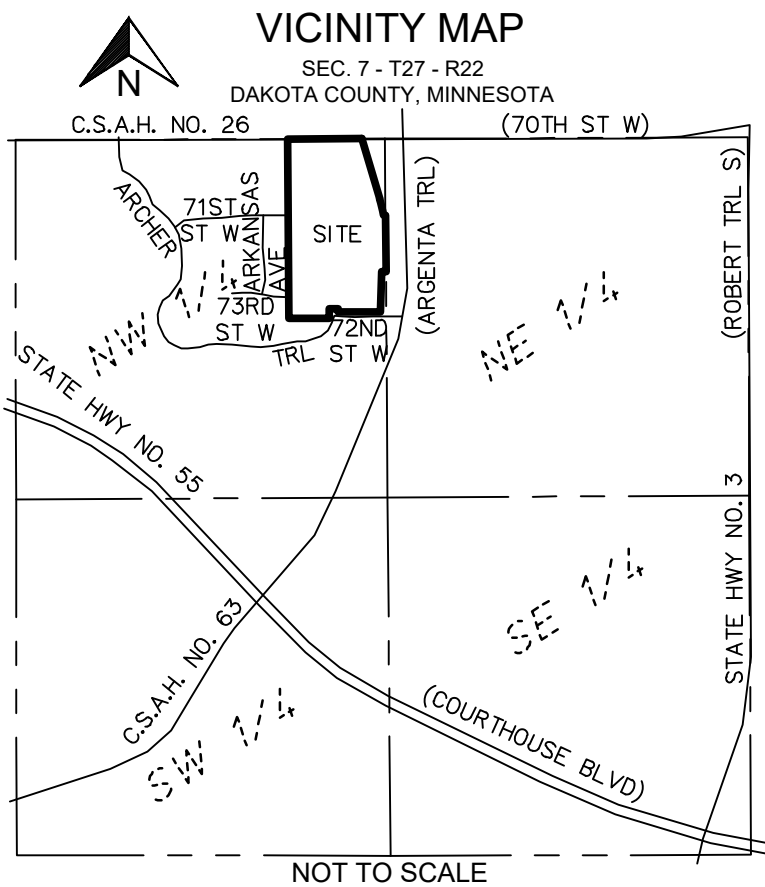
A perpetual easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto, being a strip of land 60.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 30.00 feet to the right and 30.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of North 89 degrees 48 minutes 02 seconds East along the north line of said Northwest Quarter of the Northeast Quarter, a distance of 65.35 feet to the point of beginning of the line to be described; thence South 01 degree 10 minutes 02 seconds East, a distance of 556.53 feet; thence South 89 degrees 26 minutes 41 seconds West, a distance of 169.78 feet; thence South 89 degrees 24 minutes 04 seconds West to the most westerly line of said Parcel A, and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of Argenta Trail (County State Aid Highway 63).

The sidelines of said perpetual easement shall be prolonged or shortened to terminate at the most westerly line of said Parcel A.

ARCHER TRAIL



KNOW ALL PERSONS BY THESE PRESENTS: That Argenta Townhomes, LLC, a Minnesota limited liability company, fee owner of the following described property:

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof AND EXCEPTING Parcels 35, 35B, 35C and 35D, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 471.

AND EXCEPTING Parcel 20, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 435.

Has caused the same to be surveyed and platted as ARCHER TRAIL and does hereby dedicate to the public, for public use, the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Argenta Townhomes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer

this _____ day of _____, 20_____.

Argenta Townhomes, LLC

By: _____ Its _____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____.

By: _____ of Argenta Townhomes, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Signature

Notary Public, Printed Name

Notary Public _____ County, _____

My Commission Expires: _____

SURVEYORS CERTIFICATE

I, Rory L. Synstlell, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Rory L. Synstlell, Land Surveyor

Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20_____, by Rory L. Synstlell, a Licensed Land Surveyor.

Notary Public, Signature

Notary Public, Printed Name

Notary Public _____ County, Minnesota

My Commission Expires: _____

CITY COUNCIL OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By: _____

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 13th day of August, 2024, the Board of Commissioners of Dakota County, Minnesota approved this plat of ARCHER TRAIL and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest _____
Chair, County Board

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

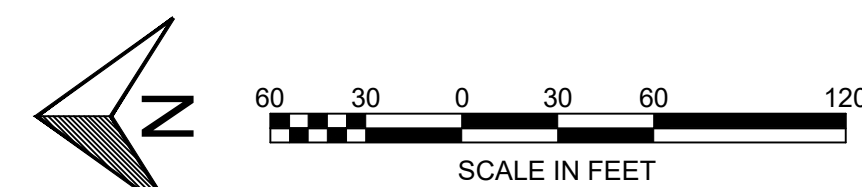
Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year 20_____ on real estate hereinbefore described, have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on this _____ day of _____, 20_____.

By: _____
Amy A. Koethe, Director, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ARCHER TRAIL was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder



Bearings are based on the north line of the NE 1/4 of the NW 1/4 of Sec. 7, Twp. 27, Rng. 22 having an assumed bearing of N 89°47'41" E.

(Desc=) Denotes Dimensions per Description

● Denotes a Found Iron Monument (Type as shown on plat)

○ Denotes a 1/2 inch by 14 inch Rebar Marked "RLS 44565"

◎ Denotes a Dakota County Monument.

△ Denotes Restricted Access to Dakota County per the Dakota County Contiguous Plat Ordinance

CivilSite
GROUP

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF ARCHER TRAIL
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 23rd day of September, by and between Argenta Townhomes, LLC a Minnesota limited liability company (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in **Exhibit A**.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on **Exhibit A** is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on September 23, 2024, listed on the attached **Exhibit B** (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on **Exhibit A** is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached **Exhibit A**.

The parties further acknowledge and agree that at Landowner's expense this Agreement shall be recorded with the Dakota County Recorder's office against the property described in **Exhibit A**.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, ARCHER TRAIL, Dakota County, Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

SHEET NUMBER	SHEET TITLE	SIGN DATE	BY	APPROVE DATE
CO.0	TITLE SHEET	8/20/2024	Matthew R. Pavек	09/06/2024
C0.1	GENERAL PROJECT NOTES	8/20/2024	Matthew R. Pavек	8/29/2024
C1.0	REMOVALS PLAN	8/20/2024	Matthew R. Pavек	8/29/2024
C1.1	TREE PRESERVATION PLAN	8/20/2024	Matthew R. Pavек	8/29/2024
C2.0	SITE PLAN - OVERALL	8/20/2024	Matthew R. Pavек	8/29/2024
C2.1	SITE PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.2	SITE PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.3	SITE PLAN - EAST CENTER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.4	SITE PLAN - WEST CENTER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.5	SITE PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.6	SITE PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024
C2.7	SITE PLAN - OPEN SPACE EXHIBIT	8/20/2024	Matthew R. Pavек	8/29/2024
C3.0	GRADING PLAN - OVERALL	8/20/2024	Matthew R. Pavек	8/29/2024
C3.1	GRADING PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024
C3.2	GRADING PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavек	8/29/2024

C3.3	GRADING PLAN - EAST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.4	GRADING PLAN - WEST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.5	GRADING PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.6	GRADING PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.0	OVERALL SANITARY AND WATER MAIN UTILITY PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C4.1	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.2	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.3	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.4	OVERALL STREET AND STORM WATER UTILITY PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C4.5	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.6	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.7	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.8	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.9	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.10	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.11	UTILITY PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.12	UTILITY PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.13	UTILITY PLAN - EAST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024

C4.14	UTILITY PLAN - WEST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.15	UTILITY PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.16	UTILITY PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C5.0	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.1	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.2	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.3	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.4	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.5	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.6	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
L1.0	LANDSCAPE PLAN - OVERALL	8/20/2024	Robert L. Binder	8/29/2024
L1.1	LANDSCAPE PLAN - NORTHEAST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.2	LANDSCAPE PLAN - NORTHWEST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.3	LANDSCAPE PLAN - EAST CENTER	8/20/2024	Robert L. Binder	8/29/2024
L1.4	LANDSCAPE PLAN - WEST CENTER	8/20/2024	Robert L. Binder	8/29/2024
L1.5	LANDSCAPE PLAN - SOUTHEAST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.6	LANDSCAPE PLAN - SOUTHWEST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.7	LANDSCAPE PLAN - NOTES & DETAILS	8/20/2024	Robert L. Binder	8/29/2024

SW1.0	SWPPP - EXISTING CONDITIONS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.1	SWPPP - PROPOSED CONDITIONS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.2	SWPPP - DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.3	SWPPP - NARRATIVE	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.4	SWPPP - ATTACHMENTS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.5	SWPPP - ATTACHMENTS	8/20/2024	Matthew R. Pavek	8/29/2024
11.0	IRRIGATION EXHIBIT 1	8/20/2024	Matthew R. Pavek	09/06/2024

The above-listed DEVELOPMENT PLANS, which were prepared by Civil Site Group, last updated on August 20, 2024, signed by Matthew R. Pavek on August 20, 2024, and approved by the City Engineer on August 29, 2024 (with the exception of the Title Sheet and EX1.0, which were signed by the City Engineer on September 6, 2024) are on file with the City.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time in writing by the City Engineer or Director of Public Works.

**DEVELOPMENT CONTRACT
FOR THE PLAT OF
ARCHER TRAIL**

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THIS DEVELOPMENT CONTRACT FOR THE PLAT OF ARCHER TRAIL (“DEVELOPMENT CONTRACT”) is made and entered into on the ____ day of _____, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (“CITY”), and Argenta Townhomes, LLC, a Minnesota limited liability company (“DEVELOPER” and “OWNER”).

RECITALS:

WHEREAS, in pursuit of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and PLAT for Archer Trail; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, utilities (sewer and water), storm sewer pipes, storm water facilities, and sidewalks and trails; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER and OWNER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete in connection with the DEVELOPMENT PROJECT; and
2. The DEVELOPER shall provide a surety, in the amount and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements, as required by **Exhibits D, E and F**.

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted in the form required by the CITY to and approved by the CITY ENGINEER and are approved herein by the City Council.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 CITY ENGINEER. "CITY ENGINEER" means the City Engineer of the City of Inver Grove Heights and their delegates.

1.4 CITY WARRANTIES. "CITY WARRANTIES" means all CITY WARRANTIES identified in Article 11 of this DEVELOPMENT CONTRACT.

1.5 COUNCIL. "COUNCIL" means the City Council of the City of Inver Grove Heights.

1.6 COUNTY. "COUNTY" means Dakota County, Minnesota.

1.7 DEVELOPER. "DEVELOPER" means Argenta Townhomes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.8 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, as may be revised, updated, and approved by the DIRECTOR OF PWD, which are hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.9 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

1.10 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof (following the passing of any applicable notice and cure periods):

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under this DEVELOPMENT CONTRACT;
- b.) subject to FORCE MAJEURE, failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
- c.) subject to FORCE MAJEURE, failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT within the time permitted by Section 13.1 of this DEVELOPMENT CONTRACT; and
- d.) breach of the DEVELOPER WARRANTIES.

1.11 DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached **Exhibit D**.

1.12 DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means high-density multi-family townhomes and other related improvements that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS and all planning approvals.

1.13 DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on **Exhibit A**, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.14 DEVELOPER PUBLIC IMPROVEMENTS. “DEVELOPER PUBLIC IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit D** that are further labeled “public”. DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.15 DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT CONTRACT.

1.16 OWNER. “OWNER” means Argenta Townhomes, LLC a Minnesota limited liability company, and its successors and assigns. DEVELOPER is the OWNER of the DEVELOPMENT PROPERTY.

1.17 PLAT. “PLAT” means the plat of ARCHER TRAIL, approved by the COUNCIL on August 20, 2024 and attached hereto as **Exhibit C**.

1.18 PWD. “PWD” means the Public Works Department of the City of Inver Grove Heights.

1.19 DIRECTOR OF PWD. “DIRECTOR OF PWD” means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.20 OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County

- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.21 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.22 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.23 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.24 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.25 FORCE MAJEURE. "FORCE MAJEURE" means acts of God or other events outside the reasonable control of DEVELOPER, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; and fires or explosions; and a pandemic.

1.26 FORMAL NOTICE. "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY: City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall

8150 Barbara Avenue
Inver Grove Heights, MN 55077

**If to DEVELOPER or
OWNER:**

Argenta Townhomes, LLC
c/o Stuart Development Corporation
Attn: Ryan Dunlay
1000 W. 80th Street
Bloomington Minnesota 55420

With copy to:

Tributary Development LLC
C/O Peterson IVG Townhomes LLC
Attn: Larry Peterson
3432 Ivy Court
Eagan, MN 55123

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.

1.27 SURETY. “SURETY” means an irrevocable letter of credit in a form acceptable to the City Attorney or cash deposit with the CITY.

1.28 UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, any of the following: utility companies, including electric, gas, telecommunications (cable, phone, fiber optic, etc.), and pipeline companies.

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT and the resolution approving the PLAT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY AND PUD. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning and the approved Planned Unit Development (PUD) plans for the PLAT.

2.3 RECORDING OF PLAT AND RELATED AGREEMENTS. The DEVELOPER

shall record the PLAT and this DEVELOPMENT CONTRACT as well as the Stormwater Facilities Maintenance Agreement, Open Space Easement, the Stormwater Facilities Maintenance Agreement and Stormwater Reuse System Maintenance Agreement for Plat of Archer Trail with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT, the DEVELOPMENT CONTRACT, the Stormwater Facilities Maintenance Agreement, Open Space Easement, and the Stormwater Reuse System Maintenance Agreement for Plat of Archer Trail have been recorded with the COUNTY Recorder and the CITY has received the financial assurances and obligations required in Article 14 and **Exhibit G**.

ARTICLE 3 **CITY IMPROVEMENTS**

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. Subject to FORCE MAJEURE, the DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY COUNCIL, and all ordinances of the CITY or any amendments thereto, and requirements on **Exhibit D**, attached hereto, subject to Section 6.1. The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on **Exhibit D**, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD, which shall not be unreasonably withheld, conditioned, or delayed. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this DEVELOPMENT CONTRACT shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GRADING MATERIAL. The DEVELOPER shall ensure that adequate and suitable grading material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN, EASEMENTS.

- a.) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to grant to the CITY all necessary easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY surface water management plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the PLAT.
- b.) DEVELOPER shall dedicate drainage and utility easements as shown on the PLAT. Additional utility and drainage easements that may be required by the CITY may be granted by an acceptable document as approved by the CITY. Prior to issuance of the Certificate of Occupancy to DEVELOPER, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the DEVELOPER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in AUTOCAD format after the final rough grading is complete.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements (or completion of any construction that would reasonably be expected to damage or interfere with such seed or sod) and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 INSTALLATION OF MARKER POSTS. DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots and open space at locations required by the City. The markers provide identification for future landowners to know boundaries of the outlots and open space. CITY will provide and install sign panels labeled "Protected

Area” at the cost of DEVELOPER.

4.7 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded with acceptable turf establishment, and all improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 12. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution-dedication requirements as defined in the City Code. The Park dedication fees to be paid by DEVELOPER are identified in **Exhibits E and G** and must be paid prior to the release of the PLAT.

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval

of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers for all work performed and materials supplied for performance of the DEVELOPER PUBLIC IMPROVEMENTS. DEVELOPER shall defend and indemnify the CITY against any claims made or mechanics liens recorded against an CITY-owned property as a result of Developer's completion of the DEVELOPER IMPROVEMENTS. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days after DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS will be the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 of this DEVELOPMENT CONTRACT and except as provided in the following agreements between the DEVELOPER and CITY relating to the PLAT:

- Stormwater Facilities Maintenance Agreement for Plat of Archer Trail
-
- Stormwater Reuse System Maintenance Agreement

If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or, if necessary, replacement or, in its reasonable discretion, the CITY may proceed under Article 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. Subject to FORCE MAJEURE, if the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

- 1.) All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
- 2.) Two ties to all curb boxes and gate valves.
- 3.) All hydrant gate valves tied back to the hydrant.
- 4.) All ties shall be 100 feet or less.
- 5.) Top nut elevation of all hydrants.

- 6.) Rim and invert elevations on all manholes and catch basins.
- 7.) Apron invert elevations on all flared end structures and storm sewer stubs.
- 8.) Invert elevations on all sanitary and water service stubs.
- 9.) Two ties to all sewer and water service locations.
- 10.) Main line stationing for all sanitary sewer wyes and water main corporations.
- 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 (signature with current date and MN state licensure number) 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 13).
- 12.) Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
- 13.) Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
- 14.) Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
- 15.) Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
- 16.) Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built

survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

9.1 DEVELOPER IMPROVEMENT COSTS. The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract. DEVELOPER shall take out and maintain or cause to be taken out and maintained until six months after the City has accepted the DEVELOPER PUBLIC IMPROVEMENTS, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$1,500,000 for any number of claims arising out of a single occurrence. The CITY shall be named as an additional insured on the policy. The certificate of insurance shall provide that the CITY must be given the same advance written notice of the cancellation of the insurance as is afforded to the DEVELOPER.

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 30 days prior to the DEVELOPER's request.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

9.4 TIME OF PAYMENT. The DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 10

DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby hereby warrants and represents the following DEVELOPER WARRANTIES:

- a.) **OWNER OF REAL PROPERTY.** DEVELOPER is the OWNER the real property identified on **EXHIBIT A** or has an enforceable contract to acquire ownership thereof and DEVELOPER will be the OWNER of the real property prior to recording of the PLAT and this Development Contract.
- b.) **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- c.) **NO DEFAULT.** To DEVELOPER's knowledge, DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- d.) **PRESENT COMPLIANCE WITH LAWS.** To DEVELOPER's knowledge, DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- e.) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- f.) **NO LITIGATION.** To DEVELOPER's knowledge, there is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. To DEVELOPER's knowledge, DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- g.) **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf to its knowledge contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- h.) **PLAT COMPLIANCE.** To DEVELOPER'S knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- i.) **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All live plantings, including but not limited to trees, shrubs, and grasses shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for sanitary sewer and water main, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the sanitary sewer and water main, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- j.) **OBTAINING PERMITS.** The DEVELOPER shall use commercially reasonable efforts to obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- k.) **FEE TITLE.** Prior to recording the PLAT, DEVELOPER will be the OWNER and own fee title to the property within the PLAT.

ARTICLE 11

CITY WARRANTIES

11.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a.) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b.) **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

ARTICLE 12 **INDEMNIFICATION OF CITY**

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- (a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- (b.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS;
- (c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- (d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- (e.) failure by the DEVELOPER to pay for materials;
- (f.) approval by the CITY of the PLAT;
- (g.) approval by the CITY of the DEVELOPMENT PLANS;
- (h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;

- (i.) construction of the DEVELOPER IMPROVEMENTS;
- (j.) delays in construction of the DEVELOPER IMPROVEMENTS;
- (k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13

CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law or by statute, or in equity or any of the following remedies:

- (a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- (b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- (c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Articles 14 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- (d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- (e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.
- (f.) The City may certify to the County the amount owed to be imposed upon the Plat and to be collected in a manner in the next calendar year under Minn. Stat. § 444, similar to certifications for unpaid utility bills.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

13.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to

exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the PWD, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14

SURETY REQUIREMENTS

14.1 SURETY REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the CITY the required SURETY for the amount stated in **Exhibit F**.

All cost estimates identified in **Exhibit F** are acceptable to the DIRECTOR OF PWD. The total SURETY amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, if a letter of credit is used for some or all of the required SURETY, shall be subject to approval by the City Finance Director and City Attorney, and any letter of credit and shall continue to be in full force and effect until released by the CITY. Any irrevocable letter of credit shall be for a term ending no sooner than December 31, 2027. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates, and further provided that the irrevocable letter of credit states that at least thirty (30) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit or other SURETY shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY

may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2027.

The CITY shall use the SURETY proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on **Exhibit D** to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit D** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the CITY agrees that all remaining proceeds shall be paid to the DEVELOPER and, if the SURETY is in the form of a letter of credit the DEVELOPER may submit a substitute letter of credit in the amount of 10% of the letter of credit currently in the CITY's possession and the CITY will return the original letter of credit to the DEVELOPER.

In addition to the foregoing, the SURETY may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2. SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS.

Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the SURETY covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the SURETY for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 10.1(I) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%). Upon completion and acceptance by CITY Of all DEVELOPER IMPROVEMENTS, the CITY will issue a written notification of completion and acceptance of the DEVELOPER IMPROVEMENTS to the DEVELOPER.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an additional SURETY equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which SURETY may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable SURETY shall remain in force for such time as the CITY reasonably deems necessary, not to exceed three (3) years. In the event that work which is concealed was done without first allowing CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15
MISCELLANEOUS

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT, the DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081 and the DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

15.3 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY or DEVELOPER under this DEVELOPMENT CONTRACT.

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. . After completion by DEVELOPER of all DEVELOPER requirements imposed by this DEVELOPMENT CONTRACT, including acceptance by the CITY of all DEVELOPER PUBLIC IMPROVEMENTS and expiration of all applicable warranty periods, including any extended warranty periods, and provided there is no DEVELOPER DEFAULT and all requirements of this DEVELOPMENT CONTRACT have been satisfied, DEVELOPER may request that CITY execute and record a notice of release of this DEVELOPMENT CONTRACT.

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this

DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it. Notwithstanding the foregoing, at the request of DEVELOPER'S lender, the DEVELOPER may collaterally assign this DEVELOPMENT CONTRACT to such lender with the approval of the City Council, which approval shall not be unreasonably withheld.

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

15.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

15.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

DEVELOPER:
ARGENTA TOWNHOMES, LLC

By: Nolan Family Limited Liability Limited Partnership IV,
a Minnesota limited liability limited partnership

By: Nolan Properties, Inc.,
a Minnesota corporation
Its: General Partner

By: _____
Ryan C. Dunlay
Its: Vice President

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Ryan C. Dunlay, to me personally known, who being by me duly sworn, did say that he is the Vice President of Nolan Properties, Inc., a Minnesota corporation, the General Partner of Nolan Family Limited Liability Limited Partnership IV, a Minnesota limited liability limited partnership, the Managing Member of Argenta Townhomes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed for and on behalf of Argenta Townhomes, LLC, a Minnesota limited liability company by authority of the Board of Governors of said limited liability company.

Notary Public

This instrument was drafted by and after recording return to:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF ARCHER TRAIL

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

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3 ARCHER TRAIL and Outlots
A, B, and C, ARCHER TRAIL,

EXHIBIT B
LIST OF DEVELOPMENT PLANS

The following sheets shall constitute the approved DEVELOPMENT PLANS.

SHEET NUMBER	SHEET TITLE	SIGN DATE	BY	APPROVAL DATE
CO.0	TITLE SHEET	8/20/2024	Matthew R. Pavek	09/06/2024
C0.1	GENERAL PROJECT NOTES	8/20/2024	Matthew R. Pavek	8/29/2024
C1.0	REMOVALS PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C1.1	TREE PRESERVATION PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C2.0	SITE PLAN - OVERALL	8/20/2024	Matthew R. Pavek	8/29/2024
C2.1	SITE PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.2	SITE PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.3	SITE PLAN - EAST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.4	SITE PLAN - WEST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.5	SITE PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.6	SITE PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C2.7	SITE PLAN - OPEN SPACE EXHIBIT	8/20/2024	Matthew R. Pavek	8/29/2024
C3.0	GRADING PLAN - OVERALL	8/20/2024	Matthew R. Pavek	8/29/2024
C3.1	GRADING PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024

C3.2	GRADING PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.3	GRADING PLAN - EAST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.4	GRADING PLAN - WEST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.5	GRADING PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C3.6	GRADING PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.0	OVERALL SANITARY AND WATER MAIN UTILITY PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C4.1	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.2	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.3	SANITARY AND WATER MAIN PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.4	OVERALL STREET AND STORM WATER UTILITY PLAN	8/20/2024	Matthew R. Pavek	8/29/2024
C4.5	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.6	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.7	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.8	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.9	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.10	STREET AND STORM WATER PLAN AND PROFILE	8/20/2024	Matthew R. Pavek	8/29/2024
C4.11	UTILITY PLAN - NORTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024

C4.12	UTILITY PLAN - NORTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.13	UTILITY PLAN - EAST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.14	UTILITY PLAN - WEST CENTER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.15	UTILITY PLAN - SOUTHEAST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C4.16	UTILITY PLAN - SOUTHWEST CORNER	8/20/2024	Matthew R. Pavek	8/29/2024
C5.0	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.1	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.2	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.3	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.4	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.5	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
C5.6	CIVIL DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
L1.0	LANDSCAPE PLAN - OVERALL	8/20/2024	Robert L. Binder	8/29/2024
L1.1	LANDSCAPE PLAN - NORTHEAST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.2	LANDSCAPE PLAN - NORTHWEST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.3	LANDSCAPE PLAN - EAST CENTER	8/20/2024	Robert L. Binder	8/29/2024
L1.4	LANDSCAPE PLAN - WEST CENTER	8/20/2024	Robert L. Binder	8/29/2024

L1.5	LANDSCAPE PLAN - SOUTHEAST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.6	LANDSCAPE PLAN - SOUTHWEST CORNER	8/20/2024	Robert L. Binder	8/29/2024
L1.7	LANDSCAPE PLAN - NOTES & DETAILS	8/20/2024	Robert L. Binder	8/29/2024
SW1.0	SWPPP - EXISTING CONDITIONS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.1	SWPPP - PROPOSED CONDITIONS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.2	SWPPP - DETAILS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.3	SWPPP - NARRATIVE	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.4	SWPPP - ATTACHMENTS	8/20/2024	Matthew R. Pavek	8/29/2024
SW1.5	SWPPP - ATTACHMENTS	8/20/2024	Matthew R. Pavek	8/29/2024
11.0	IRRIGATION EXHIBIT 1	8/20/2024	Matthew R. Pavek	09/06/2024

The above-listed DEVELOPMENT PLANS, which were prepared by Civil Site Group, last updated on August 20, 2024, signed by Matthew R. Pavek on August 20, 2024, and approved by the City Engineer on August 29, 2024 (with the exception of the Title Sheet and EX1.0, which were signed by the City Engineer on September 6, 2024) are on file with the City.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time in writing by the City Engineer or Director of Public Works.

OFFICIAL PLAT
ARCHER TRAIL

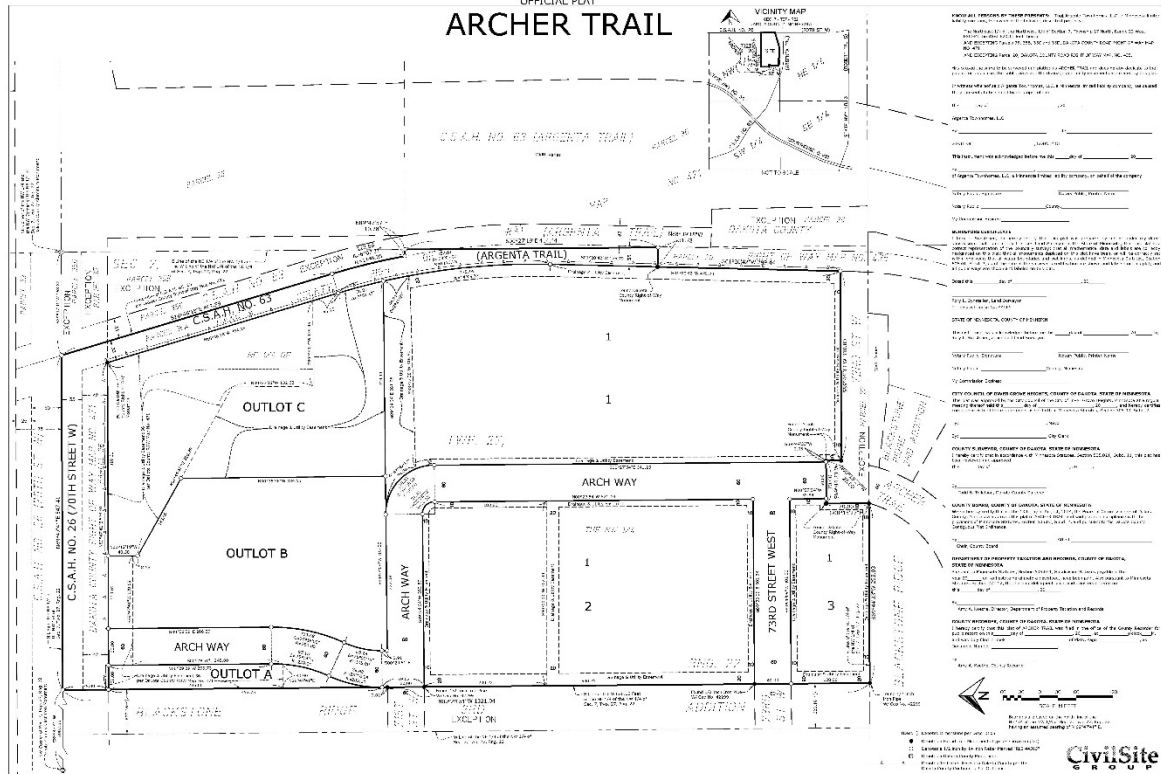


EXHIBIT D
DEVELOPER IMPROVEMENTS AND CITY IMPROVEMENTS

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.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	_____ or prior to issuance of building permit, whichever occurs first	functional level for site grading, drainage, erosion and sediment control
X	_____ or prior to issuance of building permit, whichever occurs first	completion of site grading, drainage, erosion and sediment control
X	_____ or prior to issuance of building permit, whichever occurs first	functional level of stormwater facilities (including rain gardens and storm sewer)
X	_____ or prior to issuance of building permit, whichever occurs first	completion of stormwater facilities (including rain gardens and storm sewer)
X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	functional level for Basin in Outlot C
X	_____, or prior to issuance of certificate of occupancy, whichever occurs first	completion of stormwater reuse system (irrigation facilities)
X PUBLIC	_____, or prior to issuance of certificate of occupancy, whichever occurs first	completion of Basin in Outlot C

X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	functional level for street manholes, culverts and catch basins
X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	completion of street manholes, culverts and catch basins
X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	lateral and trunk sanitary sewer and water lines
X	_____ or prior to issuance of building permit, whichever occurs first	private utility service improvements (sanitary sewer and water service connection)
X	_____ or prior to issuance of building permit, whichever occurs first	driveways and private roads including private parking areas
X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	gravel base for streets and turn-lanes
X PUBLIC	_____ or prior to issuance of building permit, whichever occurs first	base course of bituminous for streets and turn-lanes
X PUBLIC	_____ or prior to issuance of certificate of occupancy, whichever occurs first	sidewalk, trails and curbs
X PUBLIC	_____, or prior to issuance of certificate of occupancy, whichever occurs first	wear course of bituminous for streets and turn-lanes
X	_____, or prior to issuance of certificate of occupancy, whichever occurs first	vegetation establishment, plat landscaping and tree preservation compliance; and lot landscaping
X	_____, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

The CITY's Director of Public Works or City Engineer may extend the dates contained in this **Exhibit D**.

The private roads and parking areas must be completed before issuance of a certificate of occupancy for the townhome buildings or units located on any particular lot. Lot landscaping and construction of the townhome driveways and public sidewalk must be completed prior to issuance of a certificate of occupancy for the individual townhome units or buildings; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy except landscaping, driveways, and sidewalks have been

met, then the CITY will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping, driveways, and sidewalks no later than the following June 15th. If a temporary certificate of occupancy is issued, the CITY ENGINEER may require DEVELOPER to deposit an additional surety with the CITY in the amount reasonably determined by the CITY ENGINEER as equivalent to 1.25 times the anticipated cost of construction of the incomplete landscaping, driveways, and public sidewalk. Such additional surety must be deposited prior to issuance of any temporary certificate of occupancy.

The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a. DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b. DEVELOPER must be the OWNER of the DEVELOPMENT PROPERTY prior to execution of this DEVELOPMENT CONTRACT by DEVELOPER and shall provide satisfactory evidence of the same to the CITY.
 - c. DEVELOPER must provide the required SURETY in the form of an irrevocable letter of credit or cash escrow in the amounts required in this DEVELOPMENT CONTRACT.
 - d. DEVELOPER must pay all cash deposits and fees and charges required by this DEVELOPMENT CONTRACT.
 - e. DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount equal to \$_____ which is the amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, not including such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E. The CITY will give DEVELOPER written notice of all amounts utilized from the escrow and provide a balance to DEVELOPER upon request.
 - f. DEVELOPER must execute and deliver the documents listed in Section 14 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - g. DEVELOPER must pay the PLAT utility connection fees referenced in Section 6 of this Exhibit E and listed below:
 - h. Developer must pay the following fees for the Subject Property:

Fee	Notes	Amount
Sanitary Sewer Plat Connection Fee*		\$75,810
Water Plat Connection Fee*		\$75,810
Storm Water Utility Plat Connection Fee*		\$112,044
Building Permit Sewer Connection		Anticipated

Fee*		\$96,990, but to be calculated and paid at time of building permit
Building Permit Sewer Core Connection Fee		To be calculated and paid at time of building permit
Building Permit Water Connection Fee*		Anticipated \$168,540, but to be calculated and paid at time of building permit
Water Treatment Plant Fee		To be calculated and paid at time of building permit
Water Core Connection Fee		To be calculated and paid at time of building permit
Northwest Area Building Permit Connection Fees		To be calculated and paid at time of building permit
M.C.E.S. SAC Unit Fee		To be calculated and paid at time of building permit
	TOTAL	\$ 264,664, not including fees to be paid at time of building permit

The fee amounts listed above and marked with an “*” reflect the current fees for property located outside of the Northwest Area as of September, 2024 per Council Resolution No. 2024-87. All fees will be calculated at the time of payment, and shall be the then-current fees in effect at the time the fees are paid, which may be higher than the fees listed herein. If the fees marked with an “*” are not paid by May 1, 2026, then per the terms of Resolution No. 2024-87, the fees shall be charged and paid at the then-current Northwest Area rate. In order for DEVELOPER to pay the non-Northwest Area fees for the DEVELOPMENT, DEVELOPER shall provide proof to the City that DEVELOPER is an entity controlled by, controlling, or under common control with the DEVELOPER in a form acceptable to the City Attorney.

- i. In addition to the fees above, the Developer shall pay a park dedication fee for Lot 1 of Blocks 1, 2, and 3 of the PLAT("Subject Property") in the amount of the then-current park dedication fee for each of the 159 dwelling units to be constructed on the Subject Property. As of September, 2024, the park dedication fee to be paid is 159 dwelling units x \$4,000 for a total of \$ 636,000.

Outlot B, Archer Trail is not being developed at this time. Park dedication fees for Outlot B, Archer Trail shall be calculated and paid at the time of replat of Outlot B and prior to obtaining a building permit for any structure to be constructed on replatted Outlot B. Park dedication fees for Outlot B shall be calculated and paid at the rates in effect at the time of building permit application.

- j. DEVELOPER shall pay tree preservation fee requirements referenced in paragraph 7 of this Exhibit E, if any.

2.) **BUILDING PERMIT FOR LOTS.** Before a building permit is issued for any lot, or prior to _____ whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS; provided, however, the CITY pursuant to Section 15 of this Exhibit E, may issue a building permit for construction of model homes if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:

- a. All the conditions in Section 1 of this Exhibit E have been met.
- b. The PLAT is recorded with the Dakota County Recorder.
- c. The DEVELOPMENT CONTRACT and all of the documents listed in Section 14 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
- d. Fee title to Outlot C has been conveyed to the City via warranty deed.
- e. All sanitary sewer and water lateral lines have been installed; and all sanitary sewer and water trunk lines throughout the PLAT have been installed.
- f. Sanitary sewer and water service lines have been installed.
- g. All grading, drainage and erosion and sediment control must be completed to a functional level, or, in the judgment of the Director of PWD, the grading, drainage and erosion and sediment control have been completed to the point that the commencement of building construction will not cause adverse effects with respect to storm water runoff or storm water detention.
- h. All storm water facilities must be functional to a level reasonably approved by the

City Engineer.

- i. The gravel base course for the streets and turn-lanes as shown on the DEVELOPMENT PLANS has been installed.
- j. The base bituminous course for the streets as shown on the DEVELOPMENT PLANS has been installed.

3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy, or prior to _____ whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

- a. All the conditions in Sections 1 and 2 of this Exhibit E have been met.
- b. Lot landscaping must be completed for the individual lots affected by the landscaping; 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 temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.
- c. Final construction of the stormwater facilities must be completed.
- d. Final construction of the stormwater reuse system (irrigation facilities) must be completed
- e. Final grading, drainage, erosion and sediment control must be completed.
- f. Individual lot turf must be installed.
- g. Landscaping and vegetation relating to the stormwater facilities must be completed.
- h. Street lights shall be installed.
- i. The sidewalks and curbing must be installed.
- j. The final wear course for streets and turn-lanes must be installed; however; the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amounts stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing

materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

5. **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR IMPROVEMENTS.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT are identified in section 1(h) of this Exhibit E. The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT and before DEVELOPER begins construction of the IMPROVEMENTS.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- Building permit fees

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per-lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect in areas of the CITY outside of the Northwest Area, provided the requirements of Section 1(h) above and compliance with Resolution No. 2024-87; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT

CONTRACT.

This paragraph 6 only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees include:

- M.C.E.S. SAC Unit Fee

6. **TREE PRESERVATION.** The Tree Preservation requirements mandated by City Code must be met. The DEVELOPER's tree preservation plan shows that after the planned re-plantings are made, the DEVELOPER will have complied with the DEVELOPER's Tree Preservation requirements.
7. **STREET LIGHTING.** DEVELOPER at its own expense shall install streetlights at the locations shown on the approved street plan. The location and number of streetlights will be determined by the local electric company. DEVELOPER shall prepay to the CITY for the energy costs of the Street Lights for the three (3) calendar years of 2025, 2026, and 2027 by paying the City the amount of \$150.00 per Street Light located within the PLAT at the time of Streetlight Installation.
8. **LOT EROSION CONTROL REQUIREMENTS.** Any construction of buildings, including the townhome and clubhouse buildings, on the lots within the PLAT shall follow the erosion control requirements set forth in the attached **Exhibit G**. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.
9. **CONVEYANCE TO CITY OF OUTLOT:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY Outlot C, ARCHER TRAIL. Conveyance of the Outlot shall be by Warranty Deed. Such Outlot shall be free and clear of any mortgages, assessments, taxes and liens. DEVELOPER shall pay the real estate taxes for such Outlot for the year in which the Outlot is conveyed to the CITY and any taxes due and payable for the following year. CITY hereby grants DEVELOPER and its contractors the right to access OUTLOT C for the purpose of constructing the DEVELOPER IMPROVEMENTS. DEVELOPER shall take such steps as may be necessary to ensure that no liens are recorded against OUTLOT C and shall be solely responsible for payment for all work completed on OUTLOT C by DEVELOPER or its contractors or agents.
10. **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. By Warranty Deed, DEVELOPER must convey Outlot C, Archer Trail to the CITY at the time the PLAT is recorded.
- c. DEVELOPER must execute a PUD Zoning Acknowledgment Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. DEVELOPER must record the Notice of Vacation of Easement for the right-of way being vacated immediately before the recording of the PLAT.
- e. DEVELOPER must execute an Open Space Easement for the plat of Archer Trail.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. DEVELOPER must execute a Stormwater Facilities Maintenance Agreement for Archer Trail

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- g. DEVELOPER must execute a Stormwater Facilities Maintenance Agreement for Lot 1 of Blocks 1, 2, and 3, ARCHER TRAIL.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The agreements and easements listed in this paragraph 14 must be recorded prior to any mortgage relating to any lots in the PLAT.

11. OPEN SPACE AND OUTLOT MARKER POSTS. DEVELOPER shall be responsible for installing marker posts at reasonable locations as determined by the City to define the boundary of the outlots and Open Space Easement areas. The markers provide identification for future landowners to know boundaries of the outlots and open spaces. CITY will provide and install sign panels labeled “Protected Area” at the cost of DEVELOPER.

12. CONSENT REQUIREMENTS. DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location or Dwelling Unit Number	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

13. **SIDEWALKS.** With respect to the sidewalks being constructed by the DEVELOPER, there are no separate sidewalk easements required by the CITY. The sidewalk shall be located within the public street right-of-way.
14. **HOURS OF CONSTRUCTION.** DEVELOPER shall comply with the requirements found in City Code Section 5-5-12 related to construction activities and noise.

[Remainder of this page intentionally left blank.]

EXHIBIT F
SURETY CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Grading and Roadway	\$428,213.00
2.)	Lighting	\$62,500.00
3.)	Storm Sewer	\$539,033.00
4.)	Storm Water (Ponding)	\$118,000.00
5.)	Sanitary Sewer	\$331,272.00
6.)	Water Main	\$444,184.00
7.)	Turf Establishment	\$22,496.00
8.)	Construction Debris Cleanup	\$20,000.00
9.)	Certified As-Builts	\$30,000.00

SUBTOTAL	\$1,995,698.00
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Multiplied by	<u>1.25</u>
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TOTAL CONSTRUCTION ESCROW:	\$2,494,622.50
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FINAL AMOUNT OF ESCROW:	\$2,494,622.50
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In addition to the SURETY Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

\$200,000.00 City inspection and engineering consultant fees

\$200,000.00 TOTAL Additional Cash Engineering Escrow Amount

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance, turf establishment, and maintenance requirements at the City’s standard rates charged for such tasks. The City reserves the right to charge additional consultant fees as needed.

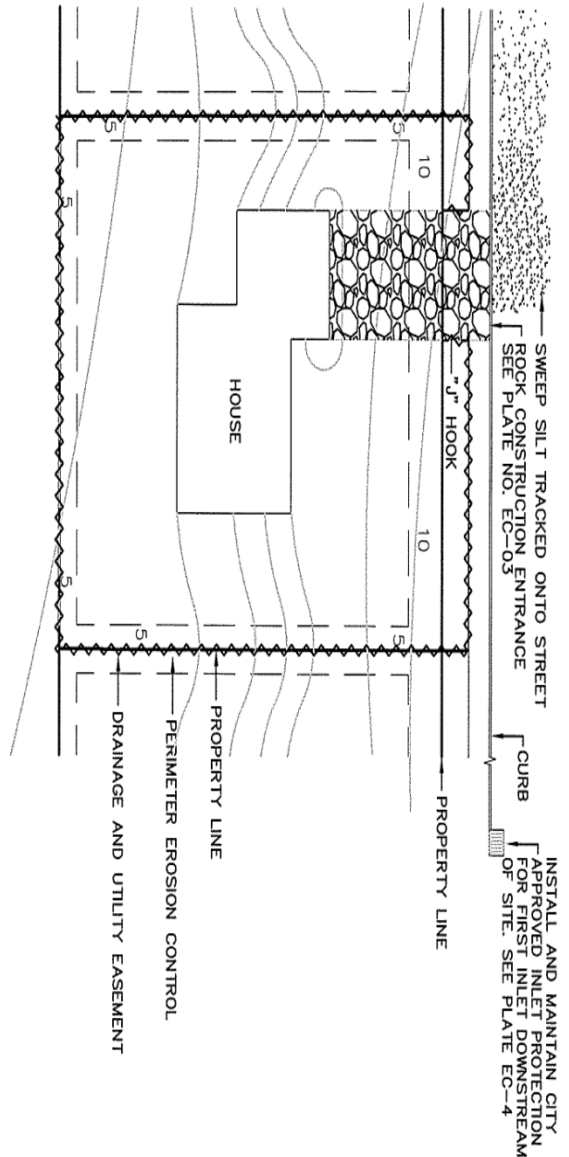
The City shall return to the Developer any remaining Escrow Retainage Amount when all of the following have occurred:

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all townhome units within the plat;
and
- c.) All lots in the PLAT meet the Individual Lot Turf Establishment requirements; and

- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation has been established to the reasonable satisfaction of the City; and
- f.) Certified As-Builts have been received by the City.

To the extent the engineering inspection charges, or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT G **LOT EROSION CONTROL REQUIREMENTS**



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDDED WOOD MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEP THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
 9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
 10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
 11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

			
EROSION CONTROL FOR RESIDENTIAL LOTS			
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. EC-01	

OPEN SPACE EASEMENT

THIS OPEN SPACE EASEMENT is made on September 23rd, 2024, by Argenta Townhomes, LLC a Minnesota limited liability company (“**Grantor**”), to the City of Inver Grove Heights, a Minnesota municipal corporation (“**Grantee**”).

RECITALS

Grantor is the owner in fee simple of real property in the County of Dakota, Minnesota, which is legally described on **Exhibit A** attached hereto (the “**Property**”). The Property is subject to the development standards of the Northwest Area which includes a requirement for preservation of certain open space and natural areas. Grantee requires this easement be implemented over certain area on the Property in order for development of the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1.) Easement - Grantor hereby grants to Grantee, its successors and assigns, a permanent easement (the “**Easement**”) for open space purposes over, under, upon and across that portion of the Property legally depicted on **Exhibit B** attached hereto (the “**Easement Area**”) subject to the terms and conditions set forth herein. The Easement shall run with the title to the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Property and all persons claiming under them.

2.) Restrictions on Property:

(a) Grantor hereby agrees not to perform or cause the construction of any additional improvements within the Easement Area, except for those authorized by Grantee in connection with the initial development of the plat of Archer Trail, Dakota County, Minnesota.

(b) Except in connection with the operation, maintenance or repair of the improvements constructed on the Property in connection with the initial development of the plat of Archer Trail, or as may be permitted by a grading or excavation permit issued by Grantee, no soil or other substance or material shall be dumped or placed as landfill or for any other purpose, reason or cause on all or any part of the Easement Area without the express prior written approval of Grantee.

(c) Nothing in this instrument shall be construed to grant a right or privilege to the general public at large to use or occupy the Easement Area for any purpose; nor shall Grantee extend such right to anyone.

3.) Governing Law - This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

GRANTEE:
CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
ARGENTA TOWNHOMES, LLC

By: Nolan Family Limited Liability Limited Partnership IV,
a Minnesota limited liability limited partnership

By: Nolan Properties, Inc.,
a Minnesota corporation
Its: General Partner

By: _____
Ryan C. Dunlay
Its: Vice President

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Ryan C. Dunlay, to me personally known, who being by me duly sworn, did say that he is the Vice President of Nolan Properties, Inc., a Minnesota corporation, the General Partner of Nolan Family Limited Liability Limited Partnership IV, a Minnesota limited liability limited partnership, the Managing Member of Argenta Townhomes, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed for and on behalf of Argenta Townhomes, LLC, a Minnesota limited liability company by authority of the Board of Governors of said limited liability company.

Notary Public

This instrument was drafted by and after recording return to:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402

(612) 337-9245

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Archer Trail
Lot 1, Block 2, Archer Trail
Lot 1, Block 3, Archer Trail
Outlots A, B, and C, Archer Trail

[illegible]

STORMWATER REUSE SYSTEM MAINTENANCE AGREEMENT FOR PLAT OF ARCHER TRAIL

THIS STORMWATER REUSE SYSTEM MAINTENANCE AGREEMENT FOR PLAT OF ARCHER TRAIL (Agreement) is made, entered into and effective this 23rd day of September, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Argenta Townhomes, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner” or “Responsible Party”). 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 Argenta Townhomes, LLC, and its successors and assigns.
- 1.4 Irrigation Facilities.** Irrigation Facilities means each and all of the following, individually and collectively:
 - The stormwater reuse system that will reuse stormwater from the stormwater pond located on Outlot C, ARCHER TRAIL and pump it into an irrigation system whereby water will be used to irrigate the open spaces located on the Townhome Lots.
 - Irrigation Facilities, includes, but is not limited to the irrigation pumps, irrigation pipes, valves, control units, meters, electrical connections and other appurtenances with regard to the irrigation system.

- 1.5 Irrigation Facility Plan.** “Irrigation Facility Plan” means that certain Irrigation Exhibit prepared by Matthew R. Pavek, approved by the City Engineer on September 6, 2024. The Irrigation Facility Plan also includes all amendments to the plan approved by the City Engineer on file and those shop drawings as approved by the Chief Building Official as necessary to build and operate the facility. The Irrigation Facility Plan also includes an Operations and Maintenance Plan. The Irrigation Facility Plan Exhibit is attached hereto as **Exhibit C**.
- 1.6 Responsible Party.** Responsible Party means the owner of the Townhome Lots and its successors and assigns. The Landowner is currently the Responsible Owner.
- 1.7 Irrigation Lot.** Irrigation Lots means that real property legally described on the attached **Exhibit A**.
- 1.8 Townhome Lots.** Townhome Lots means each and all of the following individually and collectively: All of the lots legally described on the attached **Exhibit B**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns all the Townhome Lots.

Recital No. 2. The City owns the Irrigation Lot.

Recital No. 3. The Irrigation Facilities will be located on the Irrigation Lot. Landowner will construct the Irrigation Facilities pursuant to the Irrigation Facility Plan.

Recital No. 4. The Irrigation Facilities will be used to provide irrigation for the open spaces on the Townhome Lots and will benefit the Townhome Lots.

Recital No. 5. The City is willing to allow the plat of ARCHER TRAIL to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract between the City and Landowner and if the Landowner and Responsible Owner execute this Agreement.

Recital No. 6. The Responsible Party will own, operate, maintain and manage the Irrigation Facilities pursuant to the Irrigation Facility Plan.

Recital No. 7. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Irrigation Facilities; and
- b.) provide a mechanism where the City may charge-back to the Townhome Lots the cost for any maintenance work that the City performs with respect to the Irrigation Facilities in the event the Responsible Party fails to perform its obligations to maintain the Irrigation Facilities.

Recital No. 8. The Responsible Party will own the Irrigation Facilities.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Irrigation Facilities. Subject to receiving all state and county permits, Landowner agrees that the Irrigation Facilities shall be constructed and installed at the sole expense of Landowner.

The Responsible Party must obtain all county and state permits to construct and maintain the Irrigation Facilities.

3.2 Operation and Maintenance of Irrigation Facilities. The Responsible Party is obligated at its expense to perpetually own, operate and maintain the Irrigation Facilities pursuant to the Irrigation Facility Plan.

Without the advanced written consent of the City, the Responsible Party shall not modify, alter, remove, eliminate or obstruct the Irrigation Facilities for as long as the Irrigation Facilities exist. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Irrigation Facilities without the advanced written consent of the City. The Responsible Party shall also ensure that the Irrigation Facilities always remain in compliance with the Irrigation Facility Plan.

3.3 Standard of Maintenance. The standard of maintenance shall comply with the Irrigation Facility Plan. In all events, the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities are functional and operational in conformance with the purpose and design of the Irrigation Facilities. In all events the Responsible Party shall maintain the Irrigation Facilities so that the Irrigation Facilities achieve the objectives of the Irrigation Facility Plan.

The Responsible Party shall also pay the charges for electrical service for the Irrigation Facilities.

The Responsible Party does hereby release and discharge the City from any future claims relating to the water in the basin not being available for distribution through the Irrigation Facilities because the water quality is not safe and suitable for irrigation purposes or does not meet local, state and federal regulations for reuse for irrigation purposes. If the water quality is no longer suitable for irrigation purposes, the City agrees to meet and confer with the Responsible Party regarding alternative options for stormwater management for the Plat of ARCHER TRAIL. Notwithstanding the foregoing, the City has no obligation to mitigate or deviate from the requirement of the Responsible Party to perpetually maintain and operate the Irrigation Facilities to the extent that such deviation may impact or endanger other such public or private properties not controlled by the Responsible Party. The Responsible Party acknowledges that absent this Agreement, the City would not approve the Plat of ARCHER TRAIL because the stormwater pond on the Irrigation Lot would not meet the sizing requirements for the pond per the City's Northwest Area Stormwater Manual. As a result, the Responsible Party shall be required at all times to

maintain and operate the Irrigation Facilities as designed in order to maintain the stormwater pond levels at a level that does not risk overflow.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his or her sole discretion, that the Responsible Party has not complied with the standards of maintenance for the Irrigation Facilities, the DPW shall provide written notice to the Responsible Party of such failure to comply with the standards of maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the standards of maintenance unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Party 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 Party to comply with the standard of maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party and without giving the Responsible Party thirty (30) days to comply with the standards of maintenance. If the City performs emergency service work, the Responsible Party 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 Party fails to comply with the standards of maintenance for the Irrigation Facilities within thirty (30) days after delivery of the written notice required by this Agreement, 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 Irrigation Facilities to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party. The amount of costs charged by the City to the Responsible Party shall be the amounts actually paid by the City for its agents or contractors to perform the work, or the cost to the City of using City employees to perform the work to ensure compliance with the standard of maintenance. The Responsible Party 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 by the Responsible Party pursuant to Section 3.5, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Townhome Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The charges shall be equally allocated among the Townhome Lots. The Responsible Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Townhome Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party pursuant to Section 3.5, the City, without notice and without hearing, may specially assess the Townhome Lots for the costs and expenses incurred by the City. The special assessments shall be equally allocated among the Townhome Lots. The Responsible Party 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 Townhome Lots. The Landowner and Responsible Party waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner and Responsible Party acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the standards of maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Townhome Lots.

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of Irrigation Facilities exist notwithstanding the fact that the Irrigation Facilities may be located in public easements or on land owned by the City. The City hereby grants to the Responsible Party a temporary right and license to enter Outlot C for the purpose of performing the maintenance obligations relating to the Irrigation Facilities for the duration of the performance of the maintenance. Landowner hereby grants the City a temporary right and license to access and enter the lands where the Irrigation Facilities are located for the purpose of performing maintenance of the Irrigation Facilities for the duration of the performance of the maintenance.

3.8 Consent to Location and Operation of Irrigation Facilities. The City and its successors and assigns and the Landowner and Responsible Party and their successors and assigns agree and consent that the Irrigation Facilities may be placed and remain in the locations on the Irrigation Lot shown by the Irrigation Facility Plan. The City and its successors and assigns and the other parties and their successors and assigns agree that the Townhome Lots may be irrigated by the Irrigation Facilities in the manner and at the times that are consistent with the design and trigger mechanisms of the Irrigation Facilities as approved by the City.

3.9 Indemnification of City. Responsible Party and Landowner 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 Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement after failure to cure the same within any applicable cure period;
- b.) failure by the Responsible party to maintain the Irrigation Facilities in accordance with the standards of maintenance;
- c.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material suppliers;
- d.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Irrigation Facilities; and
- e.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Irrigation Facilities or the maintenance of the Irrigation Facilities; and

- f.) any claim related to damage to the Irrigation Facilities or damage to any property as a result of the failure of the Irrigation Facilities, including any damage caused to any property resulting from the overflow of the stormwater pond located on the Irrigation Lot due to failure of the Irrigation Facilities or Responsible Party's failure to operate or maintain the Irrigation Facilities in a manner that maintains the level of the stormwater pond at or below the maximum approved level for the stormwater pond.

3.10 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 **RESERVED**

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 Irrigation Lot and shall run with the Townhome Lots and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Responsible Party in the Townhome Lots acquired by the Responsible Party after the execution date of this Agreement or after the recording date of this Agreement.

The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Townhome Lots and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

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.

ARTICLE 6
ENCROACHMENT OF IRRIGATION FACILITIES
WITHIN CITY EASEMENT

6.1 Definitions. For purposes of this Article 6, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Townhome Lots:

The permanent drainage and utility easements on the Townhome Lots dedicated to the City on the recorded plat of ARCHER TRAIL, Dakota County, Minnesota.

“City Easement” also means the plat dedicated right of way located within the plat of ARCHER TRAIL.

- b. **City Easement Improvements.** “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, basins, 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.
- c. **City Right-of-Way Costs.** “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Irrigation Facilities and subsequently replacing the Irrigation Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.
- d. **Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Irrigation Facilities did not exist.

- e. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Irrigation Facilities. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers. Prior to engaging any contractors or engineers, the City will provide Responsible Party with copies of such cost estimates.

6.2 Recitals.

- i. The City Easement is on the Townhome Lots and includes the adjacent right of way dedicated by the plat of ARCHER TRAIL. 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.
- ii. Responsible Party has requested permission from the City to construct the Irrigation Facilities within the City Easement.
- iii. The Irrigation Facilities benefit and serve the Townhome Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Irrigation Facilities to be constructed within the City Easement if the following conditions are met:
 - a.) The Responsible Party agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
 - b.) The City has the right to temporarily remove the Irrigation Facilities from the City Easement in the event the City has need to access the area where the Irrigation Facilities exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
 - c.) The City has the right to require modification of the Irrigation Facilities if the Irrigation Facilities materially interfere with the City Easement Improvements.

6.3 City Not Responsible for Irrigation Facilities. Except as expressly stated in this Agreement, nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Irrigation Facilities.

6.4 Continuing Right to City Easements. 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 Easements.

6.5 Subordinate Position of Irrigation Facilities. The Irrigation Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

6.6 Risk of Loss. The Responsible Party understands and agrees that the Irrigation Facilities within the City Easements may be adversely affected by use of the City Easements. Except as expressly stated in this Agreement, the parties agree that the City is not responsible for such events; the City shall have no liability to the Responsible Party for such events. The Landowner and Responsible Party assumes the risk of installing the Irrigation Facilities in the City Easements.

6.7 Cost of Relocating Irrigation Facilities.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Irrigation Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Responsible Party does not perform such work, the City may temporarily remove and subsequently replace the Irrigation Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

6.8 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 Responsible Party must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

6.9 Modifications to Irrigation Facilities. If in the future the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party, the Responsible Party shall, within thirty (30) days after such notice, make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

If the Responsible Party does not perform such work and if the City reasonably determines that the Irrigation Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Irrigation Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Irrigation Facilities.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

- a.) The City may specifically enforce this Agreement.
- b.) If the Responsible Party fails to make payments under this Agreement, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Townhome Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Townhome Lots. The Responsible Party and Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Townhome Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Townhome Lots for the costs and expenses incurred by the City. The special assessments shall be allocated equally among the Townhome Lots. The Responsible Party and Landowner hereby waive 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 Townhome Lots. The Responsible Owner and Landowner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party 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 Townhome Lots.

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.

6.11 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 6 if the Responsible Party does not perform such obligations.

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IN WITNESS WHEREOF, City, Landowner, and Responsible Owner have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE IRRIGATION LOT

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

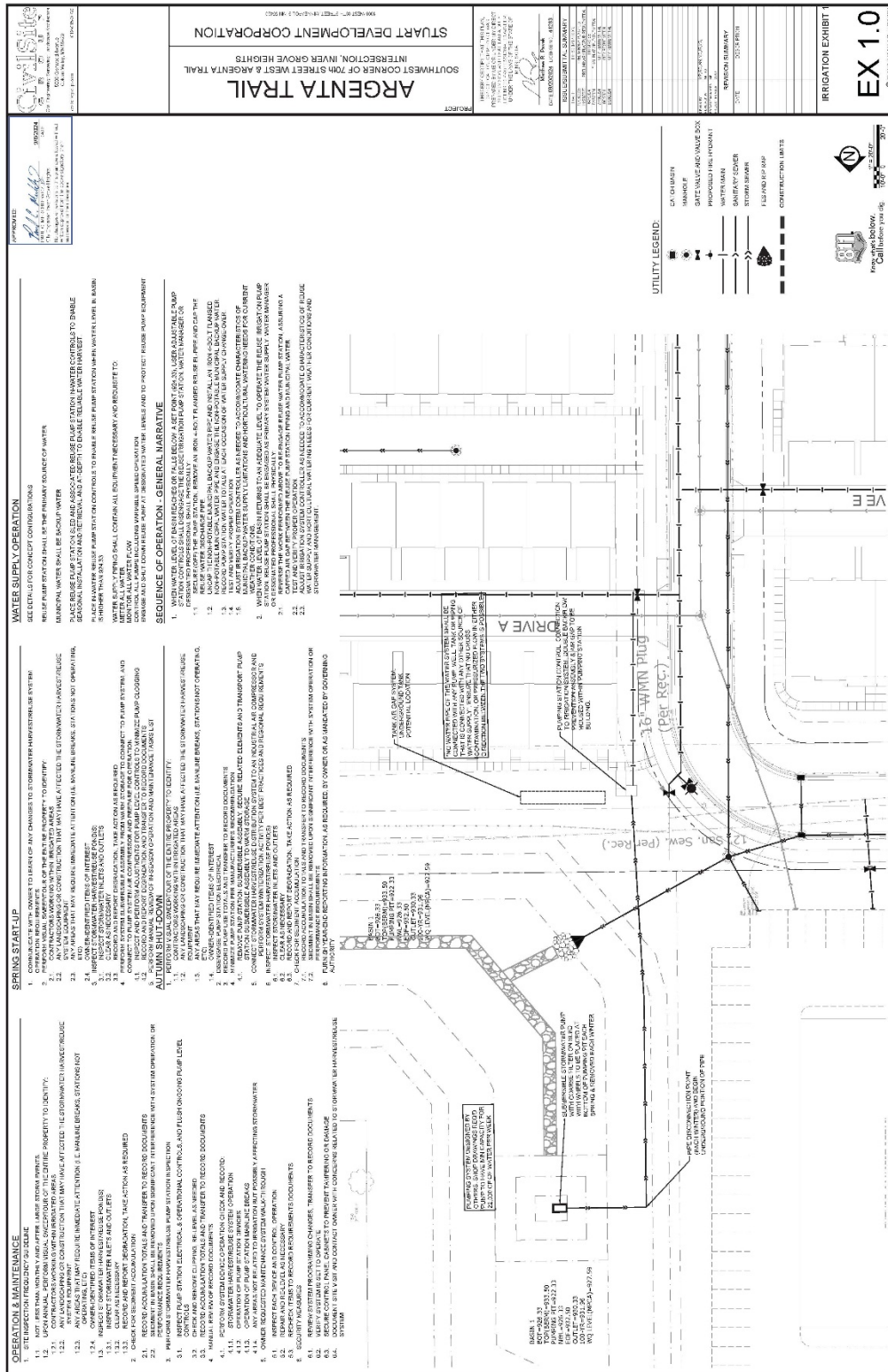
Outlot C, ARCHER TRAIL, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF TOWNHOME LOTS

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

Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, ARCHER TRAIL, Dakota County, Minnesota.

IRRIGATION FACILITIES PLAN



STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 1, BLOCKS 1, LOT 1, BLOCK 2, AND LOT 1, BLOCK 3,
ARCHER TRAIL
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 23rd day of September, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Argenta Townhomes, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner” and “Responsible Owner”).

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Argenta Townhomes, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means the fee title owner of Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, Archer Trail, and the successors and assigns of such fee title owner.

1.5 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, located now or in the future on the Subject Property:

Any existing, proposed, or future ponds, pipes, storm sewer, catch basins, trench drains, associated vegetation, inlets, culverts, daintile, swales, emergency overflows and berms, and all other related storm water appurtenances lying within the Subject Property, as shown on the **Storm Water Facility Plan**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets C3.0, C3.1, C3.2, C3.3, C3.4, C3.5, C3.6, C4.4, C4.5, C4.6, C4.7, C4.8, C4.9, C4.10, C5.2, C5.3, C5.4, C5.5, SW1.0, SW1.1, SW1.2, SW1.3, SW1.4, SW1.5, 11.0 and 11.1 prepared by Civil Site Gorup, dated 8/20/2024 and signed by Matthew R. Pavsek, which plans were approved by the City Engineer on August 29, 2024.

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 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

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

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan in connection with the development of the Subject Property in conformity to plans approved by the City.

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

Recital No. 4. The City is willing to approve the Storm Water Facility Plan if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

- a.) Impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) Provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities; and
- c.) Provide the City with right of access over the Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to issuance of a certificate of occupancy for any structure on the Subject Property, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as shown in the Stormwater Facilities Plan.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facilities Plan and in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Subject Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the Stormwater Management Plan; and
- c. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards, current version; and

- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan, attached here to as **Exhibit C**; and
- e. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated February 2023;and
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Responsible Owner shall provide the City with the following:
 - i.) Contact information for the Responsible Owner;
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

By December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner for the preceding year under the Operations & Maintenance Plan. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit B**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at their reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the cure period provided for in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City and its employees, agents, and contractors 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 or its contractors to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by or to the City given the task, work, or improvement performed by the City or its contractors to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Subject Property, the

City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

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

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements. The Landowner hereby grants to the City and its employees, agents, and contractors a right and license to access and enter the Landowner Property to the extent necessary for performing any inspection, repair or maintenance of the Storm Water Facilities to be performed by City for the duration of the performance of the inspection, repair, or maintenance.

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

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

3.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall

be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4 **RESERVED.**

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

5.5 Consent. Landowner and Responsible Owner consents to the recording of this Agreement.

5.6 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a

sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

IF TO CITY:

City of City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER OR
RESPONSIBLE OWNER:

Argenta Townhomes, LLC
c/o Stuart Development Corporation
Attn: Ryan Dunlay
1000 W. 80th Street
Bloomington Minnesota 55420

With copy to:

Tributary Development LLC
C/O Peterson IVG Townhomes LLC
Attn: Larry Peterson
3432 Ivy Court
Eagan, MN 55123

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, Archer Trail, Dakota County, Minnesota.

EXHIBIT B

ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT C
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 — MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes, and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated

8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated
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Planning Commission Report

MEETING DATE:	August 7, 2024
CASE NO:	24-24PUD
APPLICANT:	Stuart Development Corporation
PROPERTY OWNER:	GlenLin Properties, LLC
REQUEST:	Final Plat and Final PUD Development Plan
LOCATION:	7101 Argenta Trail
COMPREHENSIVE PLAN:	Mixed Use
ZONING:	R-3C/PUD and B-3/PUD
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The applicant is requesting the following:

- Final Plat and Final Development Plan for the plat of Archer Trail.

BACKGROUND

An application has been submitted for the Final Plat and Final Development Plan for the plat of Archer Trail. The project consists of 159 townhome lots and one outlot for future commercial development.

The City Council approved the Preliminary Plat and development plans on April 24, 2024.

EVALUATION OF REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 17 conditions. A copy of the resolution approving the preliminary plans, including the conditions, is attached.

Condition #1 Relating to Consistency with Preliminary Plans. The submitted final plans are consistent with the preliminary plans approved by the City Council except in one area. One block of townhomes has been modified in the southwest corner of the site. The preliminary plat identified a four-unit building in the southwest corner of the site. The final plan set contains a six-unit building at this location. The unit increase brings the total unit count from 157 to 159. Section 10-13J-5 of the Northwest Area Overlay District contains a provision by which the City Council can approve the total number and location of housing units and housing types for a specific property through the final PUD approval. The two unit increase is a minor change that council can approve with the final PUD. Staff have no issues with the two unit count increase. All other plans are consistent with the preliminary plans. Condition has been satisfied.

Condition #2 Relating to Approval of the Final Grading, Drainage and Erosion Control Plans. The plans are consistent with the preliminary plans. Engineering has reviewed with some minor changes still to be approved. These plans will be finalized at the time of Council approval. Condition has been satisfied.

Condition #3 Relating to Approved Flexibility. The final plans are consistent with the flexibility granted for setbacks and building coverage. Condition has been satisfied.

Condition #4 Relating to Drainage and Utility Easements on the Final Plat. Engineering has made comments regarding some of the internal drainage and utility easements that were shown on the preliminary plat. Since many of the internal sewer, water and streets are private, no public easements are needed and these have been removed on the final plat. Condition has been satisfied.

Condition #5 Relating to Boundaries of Open Space with Marker Posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #6 Relating to Park Dedication and Recommendations from the Park and Recreation Advisory Commission. At preliminary plat approval, City Council approved the park dedication consisting of a cash contribution in the amount of \$4,000 per unit. The total park dedication payment will be \$636,000. The payment will be collected at the time of plat release.

Condition #7 Relating to Plans Reviewed by the Fire Marshal. Fire Marshal reviewed preliminary plans and had no issues since the project is accessed via multiple public streets.

Condition #8 Relating to Stormwater Facilities Maintenance Agreement. As part of the development agreement documents, a Stormwater Facilities Maintenance Agreement will be drafted by the City Attorney. These documents will be approved by City Council with the final plat.

Condition #9 Relating to Protecting Undisturbed Areas. Areas to remain undisturbed in Outlot A, B and C are shown on the grading plan with limits of grading silt fence.

Condition #10 Relating to Acknowledgment of Future City Approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require Administrative or City Council review. This language will be carried over into the development contract.

Condition # 11 Relating to Acknowledgment of PUD Zoning. This condition was drafted by the City Attorney to indicate an acknowledgment will be recorded with Dakota County for each development indicating the zoning and regulations placed on the property. It puts on record for any future landowners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #12 Relating to Entering into a Development Contract. Staff has met with the developer to address obligations to be covered in the developer agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #13 Relating to Payment of Plat Utility Fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The City Council previously approved an amended payment structure which allowed fees for outside the Northwest Area to be paid by the developer.

Condition #14 Relating to Street Lighting. Street lights are to be installed by the developer and are covered in the required improvements in the development agreement.

Condition #15 Relating to Wetland Approvals. The plans identify a small wetland being affected by grading for the site. The applicant has applied for all necessary applications through the Wetland Conservation Act. The Dakota County Soil and Water Conservation District reviews all wetland applications for the city. The wetland disturbance was small enough that it did not require any mitigation. No further wetland review or mitigation is required. This condition has been satisfied.

Condition #16 Relating to New Drainage and Utility Easement Dedicated with the Plat. The preliminary approval included vacating a portion of an existing easement that was needed for an extension of 71st Street, which will now not happen. The final plat identifies to new easement as required. The old easement will be vacated along with the final action on the final plat.

Condition #17 Relating to Responsibility of Maintenance of Required Open Space. This topic will be addressed through the development contract discussions. All necessary open space will be addressed in the homeowners association documents that will be approved by the City Council.

ALTERNATIVES

A. Approval. If the Planning Commission finds the proposed Final Plat and Final PUD Development Plans for Archer Trail acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat	dated 6/17/24
Final Site Plan (7 sheets)	dated 6/17/24
Final Grading Plan (7 sheets)	dated 6/17/24
Final Erosion Control Plan	dated 6/17/24
Final Sanitary Sewer & Watermain Plan (4 sheets)	dated 6/17/24
Final Street & Storm Sewer Plan (7 sheets)	dated 6/17/24
Final Utility Plan (6 sheets)	dated 6/17/24
Final Open Space Plan	dated 6/17/24
Final Landscape Plan (8 sheets)	dated 6/17/24

**The final list of approved plans and date of plans shall be identified in the development contract.*

2. All plans are subject to the review and approval of the City Engineer, including comments from city consultants reviewing the plans prior to work commencing on the site.

3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the Final Plat and PUD Development Plans for Archer Trail, subject to the conditions stated above.

ATTACHMENTS

1. Location Map
2. Preliminary PUD Conditions of Approval Resolution
3. Final Plat
4. Final Plan Set (Complete 56 Sheets)



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

RESOLUTION NO. 24-2024-085

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 157 TOWNHOME UNIT, 15,000 SQUARE FEET
OF RETAIL AND A PLAT CONSISTING OF THREE LOTS AND TWO OUTLOTS FOR THE
PLAT AND PLANNED DEVELOPMENT TO BE KNOWN AS ARCHER TRAIL**

CASE NO. 23-46PDZ

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 December 5, 2023;

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 Archer Trail is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans and Final PUD Plan 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	dated 10/25/23
Site Plan	dated 11/20/23
Open Space Plan	dated 11/20/23
Grading Plan	dated 11/20/23
Utility Plan	dated 11/20/23
Landscape Plan (3 sheets)	dated 11/20/23
Tree Preservation Plans	dated 11/20/23

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, street plans and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants in their review memos.
3. The PUD shall be approved with the following specific standards:
 - a) Building setbacks from right-of-way. Ten (10) feet along side of building along Archer Trail and 15 feet from rear of building along 71st Street.
 - b) Building front setback from right-of-way. Fifteen (15) feet along 73rd Street.
 - c) Clubhouse setback along 72nd Street: 20 feet.
 - d) Multiple family building coverage.
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. Park dedication shall be made in the form of a cash contribution based on the recommendation of the Parks and Recreation Advisory Commission.
7. The final plan set shall be subject to the review and approval of the city Fire Marshal.
8. 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 the lots and outlots within the development.
9. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.
10. 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:

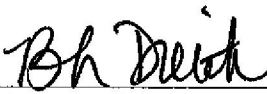
Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

Location of Conservation Easement and Open Space	City Council
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11. 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.
12. The Developer and Owner shall enter into a Development Contract with the City and such other related agreements, the form and terms of which shall be acceptable to the City.
13. 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.
14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
15. Prior to City Council approval of final plans, a wetland delineation must be approved through the WCA process and if any mitigation is necessary, wetland mitigation plans must be submitted, reviewed and approved through the WCA approval process.
16. A new drainage and utility easement shall be dedicated on the final plat replacing the existing drainage and utility easement recorded with the Office of the Dakota County Recorder, Document No. 3127042, and vacation of that easement shall occur in conjunction with recording of the final plat.
17. The developer shall be responsible to ensure the open space as shown on the Open Area Exhibit remains in open space and is controlled by Developer, a homeowners' association, or other entity acceptable to the City.. An agreement suitable to the city shall be filed by the owner to assure the continued operation and maintenance of the open space areas and amenities.

Passed this 22nd day of April, 2024.

AYES: 5
NAYS: 0



Brenda Dietrich, Mayor

ATTEST:


Rebecca Kiernan, City Clerk

EXHIBIT A

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof.

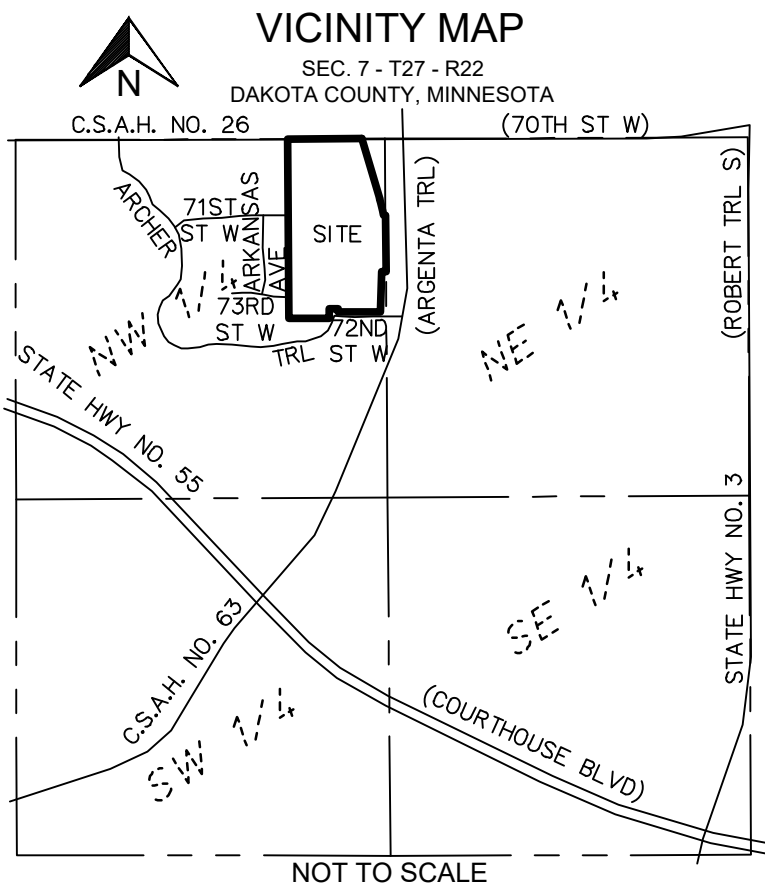
FURTHER EXCEPTING from the above described property:

That part of the NE 1/4 of the NW 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16 degrees 27 minutes 56 seconds East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west radius of 549.30 feet and a central angle of 2 degrees 57 minutes 13 seconds a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of the NW 1/4 of the NE 1/4 of said Section 7; thence North 00 degrees 08 minutes 40 seconds West parallel with said east line a distance of 562.00 feet to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.

AND EXCEPTING Parcel 20, Dakota County Road Right of Way Map. No. 435.

ARCHER TRAIL



KNOW ALL PERSONS BY THESE PRESENTS: That Argenta Townhomes, LLC, a Minnesota limited liability company, fee owner of the following described property:

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof AND EXCEPTING Parcels 35, 35B, 35C and 35D, DAKOTA COUNTY ROAD RIGHT OF WAY MAP NO. 471. AND EXCEPTING Parcel 20, DAKOTA COUNTY ROAD RIGHT OF WAY MAP. NO. 435.

Has caused the same to be surveyed and platted as ARCHER TRAIL and does hereby dedicate to the public, for public use, the public way and the drainage and utility easements as created by this plat.

In witness whereof said Argenta Townhomes, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer

this _____ day of _____, 20_____.

Argenta Townhomes, LLC

By: _____ Its _____

STATE OF _____, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____.

By: _____ of Argenta Townhomes, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, Signature

Notary Public, Printed Name

Notary Public _____ County, _____

My Commission Expires: _____

SURVEYORS CERTIFICATE

I, Rory L. Synstleien, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Rory L. Synstleien, Land Surveyor
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20_____, by Rory L. Synstleien, a Licensed Land Surveyor.

Notary Public, Signature

Notary Public, Printed Name

Notary Public _____ County, Minnesota

My Commission Expires: _____

CITY COUNCIL OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of the City of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By: _____

Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 1st day of December, 2020, the Board of Commissioners of Dakota County, Minnesota approved this plat of ARCHER TRAIL and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest _____
Chair, County Board

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

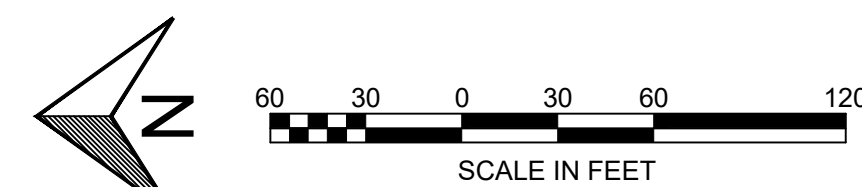
Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year 20_____ on real estate hereinbefore described, have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on this _____ day of _____, 20_____.

By: _____
Amy A. Koethe, Director, Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ARCHER TRAIL was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock _____ M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder



Bearings are based on the north line of the NE 1/4 of the NW 1/4 of Sec. 7, Twp. 27, Rng. 22 having an assumed bearing of N 89°47'41" E.

(Desc=) Denotes Dimensions per Description

- Denotes a Found Iron Monument (Type as shown on plat)
- Denotes a 1/2 inch by 14 inch Rebar Marked "RLS 44565"
- ⊙ Denotes a Dakota County Monument.

CivilSite
GROUP

ARGENTA TRAIL

INVER GROVE HEIGHTS, MINNESOTA

ISSUED FOR: FINAL PLAT / PUD SUBMITTAL



PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	MATT PAVEK 612-615-0060 MPAVEK@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ROB BINDER 612-615-0090 REBINDER@CIVILSITEGROUP.COM
DEVELOPER	STUART DEVELOPMENT CORPORATION 1000 WEST 80TH STREET MINNEAPOLIS, MN 55420	RYAN DUNLAY 952-948-9546 RDUNLAY@STUARTCO.COM
PROPERTY OWNER	GLENIN PROPERTIES, LLC 17970 EVENING LANE LAKEVILLE, MN 55044	LINDA FLANNERY 612-719-4571
ARCHITECT	KASAS WILSON ARCHITECTS 1301 AMERICAN BLVD E, SUITE 100 BLOOMINGTON, MN 55425	NECMI KARAMAN 612-879-8000 NECMIK@KASAWILSON.COM
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELLEN 612-615-0060 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	BRAUN INTERTEC 11001 HAMPSHIRE AVENUE S MINNEAPOLIS, MN 55438	NATHAN MCKINNEY 952-995-2228 NMCKINNEY@BRAUNINTERTEC.COM

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



Know what's **below**.
Call before you dig.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C0.1	GENERAL PROJECT NOTES
C1.0	REMOVALS PLAN
C1.1	TREE PRESERVATION PLAN
C2.0	SITE PLAN - OVERALL
C2.1	SITE PLAN - NORTHEAST CORNER
C2.2	SITE PLAN - NORTHWEST CORNER
C2.3	SITE PLAN - EAST CENTER
C2.4	SITE PLAN - WEST CENTER
C2.5	SITE PLAN - SOUTHEAST CORNER
C2.6	SITE PLAN - SOUTHWEST CORNER
C2.7	SITE PLAN - OPEN SPACE EXHIBIT
C3.0	GRADING PLAN - OVERALL
C3.1	GRADING PLAN - NORTHEAST CORNER
C3.2	GRADING PLAN - NORTHWEST CORNER
C3.3	GRADING PLAN - EAST CENTER
C3.4	GRADING PLAN - WEST CENTER
C3.5	GRADING PLAN - SOUTHEAST CORNER
C3.6	GRADING PLAN - SOUTHWEST CORNER
C4.0	OVERALL SANITARY AND WATER MAIN UTILITY PLAN
C4.1	SANITARY AND WATER MAIN PLAN AND PROFILE
C4.2	SANITARY AND WATER MAIN PLAN AND PROFILE
C4.3	SANITARY AND WATER MAIN PLAN AND PROFILE
C4.4	OVERALL STREET AND STORM WATER UTILITY PLAN
C4.5	STREET AND STORM WATER PLAN AND PROFILE
C4.6	STREET AND STORM WATER PLAN AND PROFILE
C4.7	STREET AND STORM WATER PLAN AND PROFILE
C4.8	STREET AND STORM WATER PLAN AND PROFILE
C4.9	STREET AND STORM WATER PLAN AND PROFILE
C4.10	STREET AND STORM WATER PLAN AND PROFILE
C4.11	UTILITY PLAN
C4.12	UTILITY PLAN
C4.13	UTILITY PLAN
C4.14	UTILITY PLAN
C4.15	UTILITY PLAN
C4.16	UTILITY PLAN
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
C5.2	CIVIL DETAILS
C5.3	CIVIL DETAILS
C5.4	CIVIL DETAILS
C5.5	CIVIL DETAILS
L1.0	LANDSCAPE PLAN - OVERALL
L1.1	LANDSCAPE PLAN - NORTHEAST CORNER
L1.2	LANDSCAPE PLAN - NORTHWEST CORNER
L1.3	LANDSCAPE PLAN - EAST CENTER
L1.4	LANDSCAPE PLAN - WEST CENTER
L1.5	LANDSCAPE PLAN - SOUTHEAST CORNER
L1.6	LANDSCAPE PLAN - SOUTHWEST CORNER
L1.7	LANDSCAPE PLAN - NOTES & DETAILS
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE
SW1.4	SWPPP - ATTACHMENTS
SW1.5	SWPPP - ATTACHMENTS

ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRE
SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF
MINNESOTA.


Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 4426

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITT
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
SHEET NUMBER	34174

[illegible]

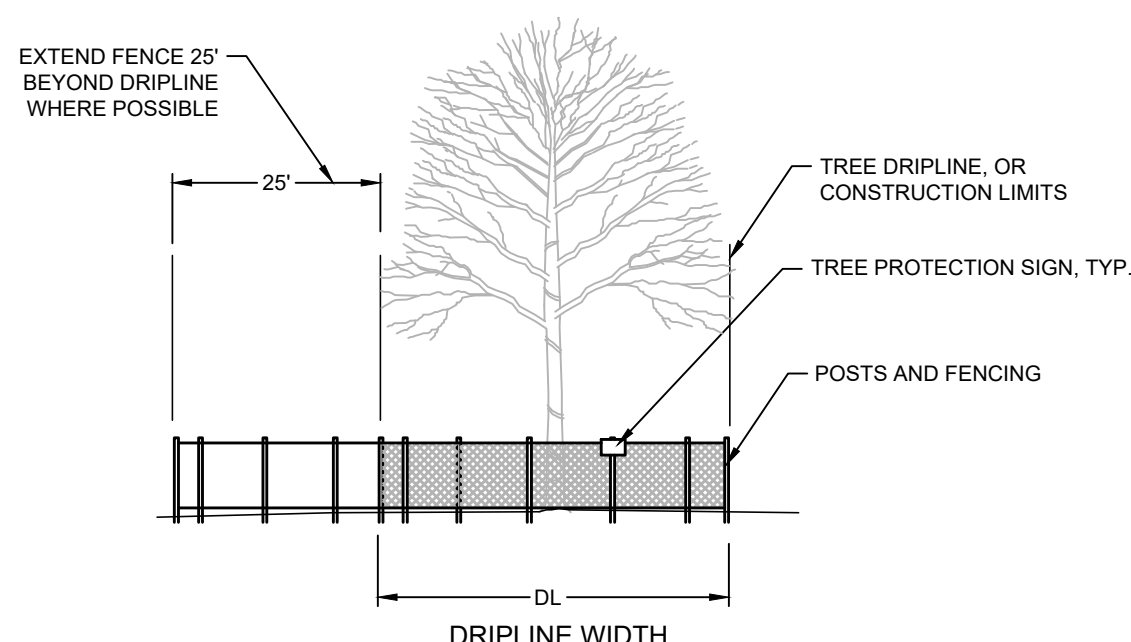
TITLE SHEET

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REMOVAL NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PLAN FOR CONSTRUCTION STORM WATER MANAGEMENT PLAN.
3. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH MNDOT, STATE AND LOCAL REGULATIONS.
4. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
5. EXISTING PAVEMENTS SHALL BE SAWCUT IN LOCATIONS AS SHOWN ON THE DRAWINGS OR THE NEAREST JOINT FOR PROPOSED PAVEMENT CONNECTIONS.
6. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
7. ABANDON, REMOVAL, CONNECTION, AND PROTECTION NOTES SHOWN ON THE DRAWINGS ARE APPROXIMATE. COORDINATE WITH PROPOSED PLANS.
8. EXISTING ON-SITE FEATURES NOT NOTED FOR REMOVAL SHALL BE PROTECTED THROUGHOUT THE DURATION OF THE CONTRACT.
9. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
10. MINOR WORK OUTSIDE OF THE GENERAL CONSTRUCTION LIMITS SHALL BE ALLOWED AS SHOWN ON THE PLAN AND PER CITY REQUIREMENTS. FOR ANY WORK ON ADJACENT PRIVATE PROPERTY, THE CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE ADJACENT PROPERTY OWNER PRIOR TO ANY WORK.
11. DAMAGE BEYOND THE PROPERTY LIMITS CAUSED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED IN A MANNER APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT OR IN ACCORDANCE WITH THE CITY.
12. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
13. SITE SECURITY MAY BE NECESSARY AND PROVIDED IN A MANNER TO PROHIBIT VANDALISM, AND THEFT, DURING AND AFTER NORMAL WORK HOURS, THROUGHOUT THE DURATION OF THE CONTRACT. SECURITY MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY.
14. VEHICULAR ACCESS TO THE SITE SHALL BE MAINTAINED FOR DELIVERY AND INSPECTION ACCESS DURING NORMAL OPERATING HOURS. AT NO POINT THROUGHOUT THE DURATION OF THE CONTRACT SHALL CIRCULATION OF ADJACENT STREETS BE BLOCKED WITHOUT APPROVAL BY THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
15. ALL TRAFFIC CONTROLS SHALL BE PROVIDED AND ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
16. SHORING FOR BUILDING EXCAVATION MAY BE USED AT THE DISCRETION OF THE CONTRACTOR AND AS APPROVED BY THE OWNERS REPRESENTATIVE AND THE CITY PRIOR TO CONSTRUCTION ACTIVITIES.
17. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
18. ALL EXISTING SITE TRAFFIC/REGULATORY SIGNAGE TO BE INVENTORIED AND IF REMOVED FOR CONSTRUCTION SHALL BE RETURNED TO LGU.
19. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.



FURNISH A AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIP LINE OR CONSTRUCTION LIMITS AS SHOWN ON PLAN, PRIOR TO ANY CONSTRUCTION. WHERE POSSIBLE PLACE FENCE 25' BEYOND DRIP LINE. PLACE TREE PROTECTION SIGN ON POSTS, ONE PER INDIVIDUAL TREE (FACING CONSTRUCTION ACTIVITY), OR ONE EVERY 100' LF ALONG A GROVE OR MULTI-TREE PROTECTION AREA.

1 TREE PROTECTION

CITY OF INVER GROVE HEIGHTS REMOVAL NOTES:

1. DEMOLITION PERMITS WILL BE NEEDED FOR BUILDING REMOVALS.

SITE LAYOUT NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. CONTRACTOR SHALL VERIFY LOCATIONS AND LAYOUT OF ALL SITE ELEMENTS PRIOR TO BEGINNING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, LOCATIONS OF EXISTING AND PROPOSED PROPERTY LINES, EASEMENTS, SETBACKS, UTILITIES, BUILDINGS AND PAVEMENTS. CONTRACTOR IS RESPONSIBLE FOR FINAL LOCATIONS OF ALL ELEMENTS FOR THE SITE. ANY REVISIONS REQUIRED AFTER COMMENCEMENT OF CONSTRUCTION, DUE TO LOCATIONAL ADJUSTMENTS SHALL BE CORRECTED AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS TO THE LAYOUT SHALL BE APPROVED BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF MATERIALS. STAKE LAYOUT FOR APPROVAL.
3. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING A RIGHT-OF-WAY AND STREET OPENING PERMIT.
4. THE CONTRACTOR SHALL VERIFY RECOMMENDATIONS NOTED IN THE GEO TECHNICAL REPORT PRIOR TO INSTALLATION OF SITE IMPROVEMENT MATERIALS.
5. CONTRACTOR SHALL FIELD VERIFY COORDINATES AND LOCATION DIMENSIONS & ELEVATIONS OF THE BUILDING AND STAKE FOR REVIEW AND APPROVAL BY THE OWNERS REPRESENTATIVE PRIOR TO INSTALLATION OF FOOTING MATERIALS.
6. LOCATIONS OF STRUCTURES, ROADWAY PAVEMENTS, CURBS AND GUTTERS, BOLLARDS, AND WALKS ARE APPROXIMATE AND SHALL BE STAKED IN THE FIELD, PRIOR TO INSTALLATION, FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT.
7. CURB DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF CONCRETE FOUNDATION. LOCATION OF BUILDING IS TO BUILDING FOUNDATION AND SHALL BE AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR SAMPLES AS SPECIFIED FOR REVIEW AND APPROVAL BY THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO FABRICATION FOR ALL PREFABRICATED SITE IMPROVEMENT MATERIALS SUCH AS, BUT NOT LIMITED TO THE FOLLOWING, FURNISHINGS, PAVEMENTS, WALLS, RAILINGS, BENCHES, FLAGPOLES, LANDING PADS FOR CURB RAMPS, AND LIGHT AND POLES. THE OWNER RESERVES THE RIGHT TO REJECT INSTALLED MATERIALS NOT PREVIOUSLY APPROVED.
9. PEDESTRIAN CURB RAMPS SHALL BE CONSTRUCTED WITH TRUNCATED DOME LANDING AREAS IN ACCORDANCE WITH A.D.A. REQUIREMENTS-SEE DETAIL.
10. CROSSWALK STRIPING SHALL BE 24" WIDE WHITE PAINTED LINE, SPACED 48" ON CENTER PERPENDICULAR TO THE FLOW OF TRAFFIC. WIDTH OF CROSSWALK SHALL BE 5' WIDE. ALL OTHER PAVEMENT MARKINGS SHALL BE WHITE IN COLOR UNLESS OTHERWISE NOTED OR REQUIRED BY ADA OR LOCAL GOVERNING BODIES.
11. SEE SITE PLAN FOR CURB AND GUTTER TYPE. TAPER BETWEEN CURB TYPES-SEE DETAIL.
12. ALL CURB RADI ARE MINIMUM 3' UNLESS OTHERWISE NOTED.
13. CONTRACTOR SHALL REFER TO FINAL PLAT FOR LOT BOUNDARIES, NUMBERS, AREAS AND DIMENSIONS PRIOR TO SITE IMPROVEMENTS.
14. FIELD VERIFY ALL EXISTING SITE CONDITIONS, DIMENSIONS.
15. PARKING IS TO BE SET PARALLEL OR PERPENDICULAR TO EXISTING BUILDING UNLESS NOTED OTHERWISE.
16. ALL PARKING LOT PAINT STRIPING TO BE WHITE, 4" WIDE TYP.
17. BITUMINOUS PAVING TO BE "LIGHT DUTY" UNLESS OTHERWISE NOTED. SEE DETAIL SHEETS FOR PAVEMENT SECTIONS.
18. ALL TREES THAT ARE TO REMAIN ARE TO BE PROTECTED FROM DAMAGE WITH A CONSTRUCTION FENCE AT THE DRIP LINE. SEE LANDSCAPE DOCUMENTS.
19. CONTRACTOR IS RESPONSIBLE TO INSTALL ANY SIDEWALK AND CURBING PER DESIGN PLAN. CONTRACTOR TO VERIFY ALL CURBS AND SIDEWALKS WILL DRAIN PROPERLY IN FIELD CONDITIONS. **CONTRACTOR MUST CONTACT THE CIVIL ENGINEER 24-HOURS PRIOR TO ANY CURB AND/OR SIDEWALK INSTALLATION TO REVIEW AND INSPECT CURB STAKES.** CONTRACTOR IS RESPONSIBLE FOR ANY CURB OR SIDEWALK REPLACEMENT IF THIS PROCEDURE IS NOT FOLLOWED.

OPERATIONAL NOTES	
SNOW REMOVAL	ALL SNOW SHALL BE STORED ON GREEN SPACE OUTSIDE PARKING LOT OR ON GREEN SPACE. WHEN FULL, REMOVAL CO. SHALL REMOVE EXCESS OFF-SITE.
TRASH REMOVAL	TRASH SHALL BE PLACED IN EXTERIOR TRASH AREA AND REMOVED BY COMMERCIAL CO. WEEKLY.
DELIVERIES	DELIVERIES SHALL OCCUR AT THE FRONT DOOR VIA STANDARD COMMERCIAL DELIVERY VEHICLES (UPS, FED-EX, USPS).

CITY OF INVER GROVE HEIGHTS SITE SPECIFIC NOTES:

1. RESERVED FOR CITY SPECIFIC SITE NOTES.

GENERAL GRADING NOTES:

1. **THE CONTRACTOR SHALL VERIFY ALL BUILDING ELEVATIONS, (FFE, LFE, GFE), PRIOR TO CONSTRUCTION BY CROSS CHECKING WITH ARCHITECTURAL, STRUCTURAL AND CIVIL ELEVATIONS FOR EQUIVALENT "100" ELEVATIONS. THIS MUST BE DONE PRIOR TO EXCAVATION AND INSTALLATION OF ANY FOOTING MATERIALS. VERIFICATION OF THIS COORDINATION SHALL BE CONFIRMED IN WRITING BY CIVIL, SURVEYOR, ARCHITECTURAL, STRUCTURAL AND CONTRACTOR PRIOR TO CONSTRUCTION.**
2. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
3. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
4. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
5. ANY ELEMENTS OF AN EARTH RETENTION SYSTEM AND RELATED EXCAVATIONS THAT FALL WITHIN THE PUBLIC RIGHT OF WAY WILL REQUIRE A "RIGHT OF WAY EXCAVATION PERMIT". CONTRACTOR IS RESPONSIBLE FOR ACQUIRING THIS PERMIT PRIOR TO CONSTRUCTION IF APPLICABLE
6. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
7. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS OF THE CITY.
8. PROPOSED SPOT GRADES ARE FLOW-LINE FINISHED GRADE ELEVATIONS, UNLESS OTHERWISE NOTED.
9. GRADES OF WALKS SHALL BE INSTALLED WITH 5% MAX. LONGITUDINAL SLOPE AND 1% MIN. AND 2% MAX. CROSS SLOPE, UNLESS OTHERWISE NOTED.
10. PROPOSED SLOPES SHALL NOT EXCEED 3:1 UNLESS INDICATED OTHERWISE ON THE DRAWINGS. MAXIMUM SLOPES IN MAINTAINED AREAS IS 4:1.
11. PROPOSED RETAINING WALLS, FREESTANDING WALLS, OR COMBINATION OF WALL TYPES GREATER THAN 4' IN HEIGHT SHALL BE DESIGNED AND ENGINEERED BY A REGISTERED RETAINING WALL ENGINEER. DESIGN DRAWINGS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF GRADE STAKES THROUGHOUT THE DURATION OF CONSTRUCTION TO ESTABLISH PROPER GRADES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR A FINAL FIELD CHECK OF FINISHED GRADES ACCEPTABLE TO THE ENGINEER/LANDSCAPE ARCHITECT PRIOR TO TOPSOIL AND SODDING ACTIVITIES.
13. IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, THE CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
14. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. THE CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPREADING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. THE CONTRACTOR SHALL SUBCUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPREAD TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
15. FINISHED GRADING SHALL BE COMPLETED. THE CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISH GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED BY TRAFFIC OR ERODED BY WATER OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
16. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL WILL BE REQUIRED ON THE STREET AND/OR PARKING AREA SUBGRADE. THE CONTRACTOR SHALL PROVIDE A LOADED TANDEM AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL DETERMINE WHICH SECTIONS OF THE STREET OR PARKING AREA ARE UNSTABLE. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER. NO TEST ROLL SHALL OCCUR WITHIN 10' OF ANY UNDERGROUND STORM RETENTION/DETENTION SYSTEMS.
17. TOLERANCES

CITY OF INVER GROVE HEIGHTS SITE SPECIFIC GRADING NOTES:

1. ALL RETAINING WALLS 4 FEET OR HIGHER, OR SUPPORTING A SURCHARGE, REQUIRE A SEPARATE BUILDING PERMIT. A REGISTERED ENGINEER WILL BE REQUIRED FOR THE DESIGN AT THAT TIME.
2. ALL RETAINING WALLS ENGINEER ON THE GRADING PLAN SHALL BE CONSTRUCTED DURING THE GRADING PHASE.
3. UPON COMPLETION OF THE SITE GRADING, A CERTIFICATION LETTER AND AS-BUILT SURVEY, FROM A REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE AS SHOWN.

GENERAL UTILITY NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE SITE PLAN FOR HORIZONTAL DIMENSIONS AND LAYOUT.
3. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE PLANS.
4. UTILITY INSTALLATION SHALL CONFORM TO THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE LINE INSTALLATION" AND "SANITARY SEWER AND STORM SEWER INSTALLATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), AND SHALL CONFORM WITH THE REQUIREMENTS OF THE CITY AND THE PROJECT SPECIFICATIONS.
5. CASTINGS SHALL BE SALVAGED FROM STRUCTURE REMOVALS AND RE-USED OR PLACED AT THE DIRECTION OF THE OWNER.
6. ALL WATER PIPE SHALL BE CLASS 52 DUCTILE IRON PIPE (DIP) AWWA C151, ASME B16.4, AWWA C110, AWWA C153 UNLESS OTHERWISE NOTED.
7. ALL SANITARY SEWER SHALL BE SDR 26 POLYVINYL CHLORIDE (PVC) ASTM D3034 & F679, OR SCH 40 ASTM D1785, 2665, ASTM F794, 1866) UNLESS OTHERWISE NOTED.
8. ALL STORM SEWER PIPE SHALL BE HDPE ASTM F714 & F2306 WITH ASTM D3212 SPEC FITTINGS UNLESS OTHERWISE NOTED.
9. PIPE LENGTHS SHOWN ARE FROM CENTER TO CENTER OF STRUCTURE OR TO END OF FLARED END SECTION.
10. UTILITIES ON THE PLAN ARE SHOWN TO WITHIN 5' OF THE BUILDING FOOTPRINT. THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE FINAL CONNECTION TO BUILDING LINES. COORDINATE WITH ARCHITECTURAL AND MECHANICAL PLANS.
11. CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SUMPED 0.15 FEET PER DETAILS. RIM ELEVATIONS SHOWN ON THIS PLAN DO NOT REFLECT SUMPED ELEVATIONS.
12. ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB UNLESS OTHERWISE NOTED.
13. HYDRANT TYPE, VALVE, AND CONNECTION SHALL BE IN ACCORDANCE WITH CITY REQUIREMENTS. HYDRANT EXTENSIONS ARE INCIDENTAL.
14. A MINIMUM OF 8 FEET OF COVER IS REQUIRED OVER ALL WATERMAIN, UNLESS OTHERWISE NOTED. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. EXTRA DEPTH WATERMAIN IS INCIDENTAL.
15. A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES, UNLESS OTHERWISE NOTED.
16. ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND COORDINATED WITH THE CITY PRIOR TO CONSTRUCTION.
17. CONNECTIONS TO EXISTING STRUCTURES SHALL BE CORE-DRILLED.
18. COORDINATE LOCATIONS AND SIZES OF SERVICE CONNECTIONS WITH THE MECHANICAL DRAWINGS.
19. COORDINATE INSTALLATION AND SCHEDULING OF THE INSTALLATION OF UTILITIES WITH ADJACENT CONTRACTORS AND CITY STAFF.
20. ALL STREET REPAIRS AND PATCHING SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CITY. ALL PAVEMENT CONNECTIONS SHALL BE SAWCUT. ALL TRAFFIC CONTROLS SHALL BE PROVIDED BY THE CONTRACTOR AND SHALL BE ESTABLISHED PER THE REQUIREMENTS OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE CITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO SIGNAGE, BARRICADES, FLASHERS, AND FLAGGERS AS NEEDED. ALL PUBLIC STREETS SHALL BE OPEN TO TRAFFIC AT ALL TIMES. NO ROAD CLOSURES SHALL BE PERMITTED WITHOUT APPROVAL BY THE CITY.
21. ALL STRUCTURES, PUBLIC AND PRIVATE, SHALL BE ADJUSTED TO PROPOSED GRADES WHERE REQUIRED. THE REQUIREMENTS OF ALL OWNERS MUST BE COMPLIED WITH. STRUCTURES BEING RESET TO PAVED AREAS MUST MEET OWNERS REQUIREMENTS FOR TRAFFIC LOADING.
22. CONTRACTOR SHALL COORDINATE ALL WORK WITH PRIVATE UTILITY COMPANIES.
23. CONTRACTOR SHALL COORDINATE CONNECTION OF IRRIGATION SERVICE TO UTILITIES, COORDINATE THE INSTALLATION OF IRRIGATION SLEEVES NECESSARY AS TO NOT IMPACT INSTALLATION OF UTILITIES.
24. CONTRACTOR SHALL MAINTAIN AS-BUILT PLANS THROUGHOUT CONSTRUCTION AND SUBMIT THESE PLANS TO ENGINEER UPON COMPLETION OF WORK.
25. ALL JOINTS AND CONNECTIONS IN STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT. APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, OR OTHER STRUCTURES.
26. ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MN RULES, CHAPTER 4714, SECTION 1109.0.
27. FOR ALL SITES LOCATED IN CLAY SOIL AREAS, DRAIN TILE MUST BE INSTALLED AT ALL LOW POINT CATCH BASINS 25' IN EACH DIRECTION. SEE PLAN AND DETAIL. INSTALL LOW POINT DRAIN TILE PER PLANS AND GEOTECHNICAL REPORT RECOMMENDATIONS AND REQUIREMENTS.

CITY OF INVER GROVE HEIGHTS SITE SPECIFIC UTILITY NOTES:

1. THE CITY WILL MANAGE AND MAINTAIN THE STORMWATER POND.
2. EXISTING 16" WATER MAIN RUNS UNDERNEATH PROPOSED STORM CBMH 26. FIELD VERIFY DEPTH OF WATER MAIN. MAINTAIN MIN 2' OF SEPARATION BETWEEN TOP OF WATER MAIN AND BOTTOM OF PROPOSED STORM STRUCTURE (EXPECTED SEPARATION = 4.5') PROVIDE INSULATION UNDERNEATH CBMH 26 AND CONTACT CIVIL ENGINEER & CITY IF 2' OF SEPARATION IS NOT POSSIBLE DUE TO HIGHER THAN EXPECTED WATER MAIN.



Know what's below.
Call before you dig.

C0.1

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STUART DEVELOPMENT CORPORATION


Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

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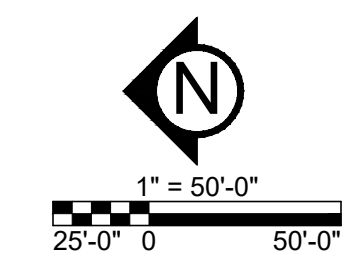
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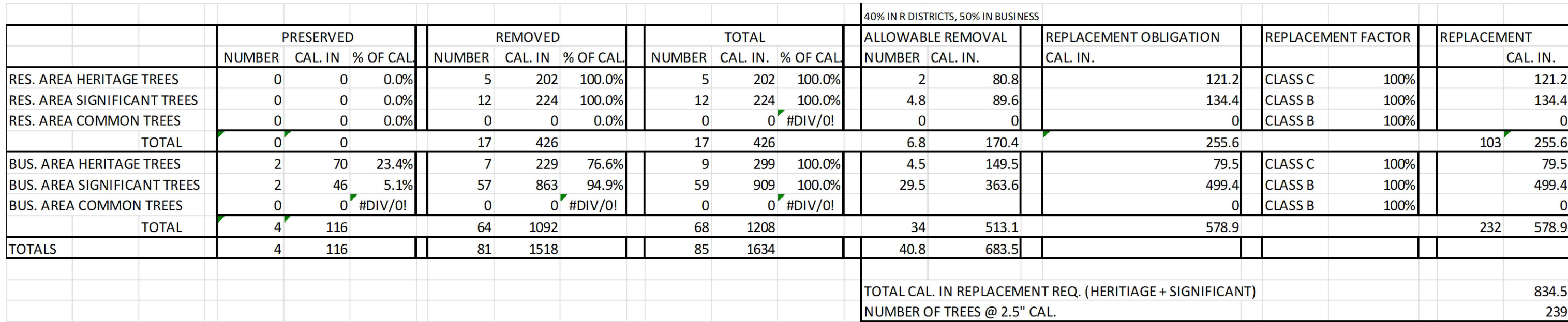


SEE SHEET C0.1 FOR GENERAL
REMOVAL NOTES

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TREE REMOVAL - INCLUDING ROOTS AND STUMPS





TREE SPECIES	CLASS
ASH	B
BOX ELDER	A
CEDAR	B
CHERRY	B
COTTONWOOD	A
CRABAPPLE	B
ELM	A
HACKBERRY	B
MULBERRY	A
MAPLE	B
OAK	B
PINE	B
POPLAR	A
SPRUCE	B
WALNUT	B

[illegible]

PRELIMINARY:
NOT FOR
CONSTRUCTION

ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS
STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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.

Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

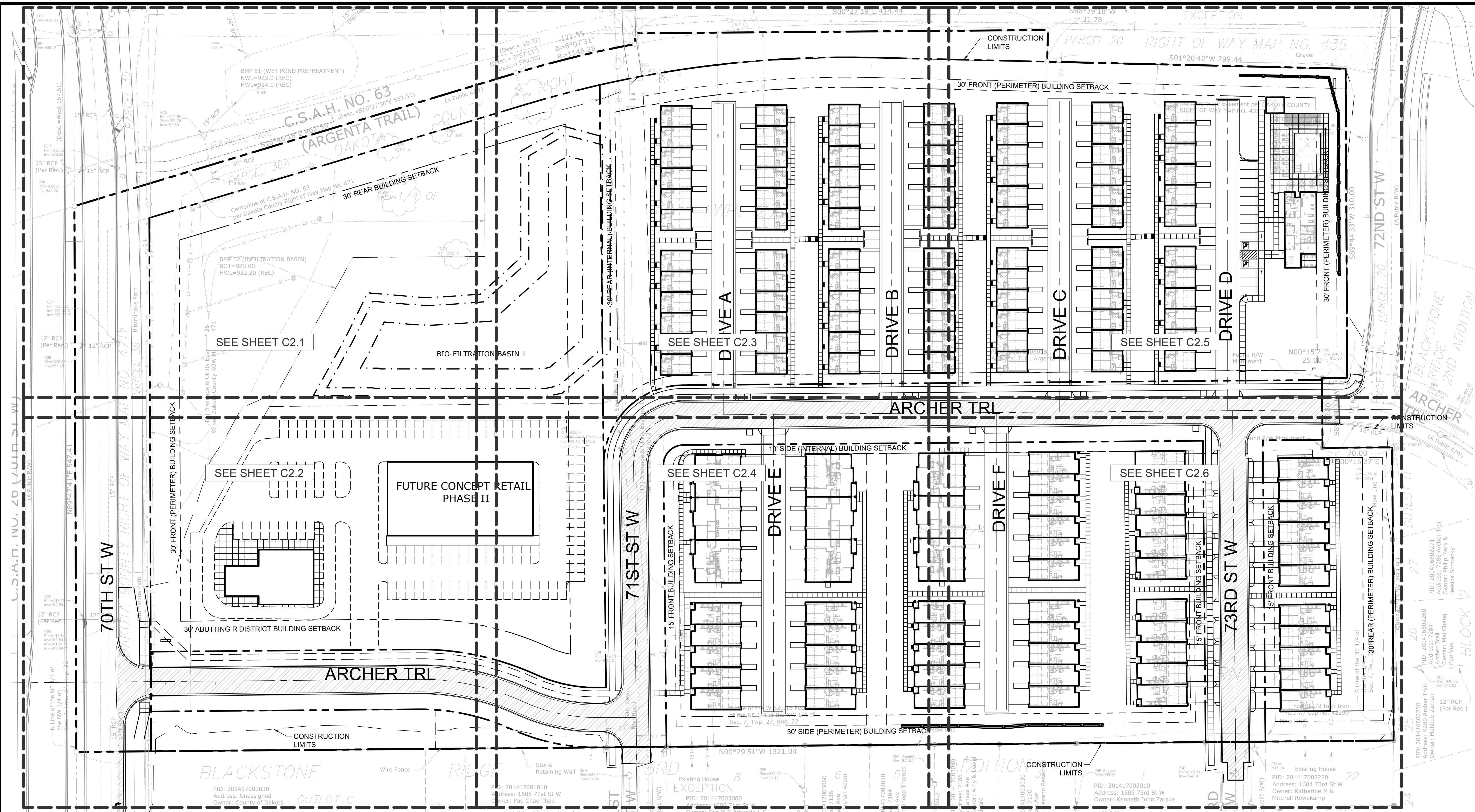
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

SITE PLAN - OVERALL

C2.0

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SITE AREAS CALCULATIONS:

TOWNHOME LOT AREA				EXISTING CONDITION				PROPOSED CONDITION			
IMPERVIOUS SURFACES				9,080 SF				124,566 SF			
BUILDING COVERAGE				2.1%				28.2%			
PAVEMENT				48,480 SF				127,251 SF			
TOTAL IMPERVIOUS SURFACE				57,560 SF				251,817 SF			
PERVIOUS SURFACES				13.0%				1.32 AC			
TOTAL PERVIOUS SURFACE				384,672 SF				130,415 SF			
TOTAL TOWNHOME LOT AREA				442,232				442,232			
TOTAL TOWNHOME LOT AREA				30.15 AC				30.15 AC			

OUTLOT A				EXISTING CONDITION				PROPOSED CONDITION			
IMPERVIOUS SURFACES				0 SF				0 SF			
BUILDING COVERAGE				0 SF				0 SF			
PAVEMENT				0 SF				0 SF			
TOTAL				0 SF				0 SF			
PERVIOUS SURFACES				0 SF				0 SF			
TOTAL				14,305 SF				14,305 SF			
TOTAL OUTLOT A AREA				14,305 SF				14,305 SF			
TOTAL OUTLOT A AREA				0.33 AC				0.33 AC			

OUTLOT B (RETAIL AREA)				EXISTING CONDITION				PROPOSED CONDITION			
IMPERVIOUS SURFACES				0 SF				14,854 SF			
BUILDING COVERAGE				0 SF				14.2%			
PAVEMENT				0 SF				50,754 SF			
TOTAL				0 SF				65,608 SF			
PERVIOUS SURFACES				0 SF				0.89 AC			
TOTAL				104,464 SF				38,856 SF			
TOTAL OUTLOT B AREA				104,464 SF				104,464 SF			
TOTAL OUTLOT B AREA				2.40 AC				2.40 AC			

OUTLOT C				EXISTING CONDITION				PROPOSED CONDITION			
IMPERVIOUS SURFACES				556 SF				0 SF			
BUILDING COVERAGE				144 SF				0 SF			
PAVEMENT				412 SF				0 SF			
TOTAL				700 SF				0 SF			
PERVIOUS SURFACES				0 SF				0 SF			
TOTAL OUTLOT C AREA				126,713 SF				126,713 SF			
TOTAL OUTLOT C AREA				0.91 AC				0.91 AC			

PUBLIC ROADS (DEDICATED ROW AREA)				EXISTING CONDITION				PROPOSED CONDITION			
IMPERVIOUS SURFACES				0 SF				0 SF			
BUILDING COVERAGE				0 SF				0 SF			
PAVEMENT				0 SF				0 SF			
TOTAL				0 SF				0 SF			
PERVIOUS SURFACES				0 SF				0 SF			
TOTAL				105,999 SF				105,999 SF			
TOTAL ROW AREA				105,999 SF				105,999 SF			
TOTAL ROW AREA				2.43 AC				2.43 AC			

TOTAL SITE AREA				EXISTING CONDITION				PROPOSED CONDITION			
TOTAL IMPERVIOUS AREA				57,560 SF				330,841 SF			
TOTAL PERVIOUS AREA				609,440 SF				737,000 SF			
TOTAL SITE AREA NET DEVELOPABLE				667,000 SF				737,000 SF			
TOTAL DEDICATED COUNTRY ROW				197,806				4.54 AC			
TOTAL DEDICATED COUNTRY ROW				197,806				4.54 AC			
GROSS SITE AREA				864,806				864,806			
GROSS SITE AREA				864,806				864,806			
DIFFERENCE (EX. VS PROP.)				330,841 SF				40.3%			
DISTURBED AREA				737,000 SF				16.9 AC			

RETAIL SETBACKS			
	COMMERCIAL B-2 (PERIMETER)	NWA B-2 (10-13J-5) (INTERNAL)	PROPOSED
FRONT	30 FEET	MIN: 10 FEET MAX: 30 FEET	30 FEET
REAR	30 FEET	30 FEET	30 FEET
SIDE	10 FEET	20 FEET BETWEEN BUILDINGS	N/A
ABUTTING R DISTRICT	30 FEET	N/A	30 FEET

PARKING CALCULATIONS			
TOTAL NUMBER OF UNITS	159	UNITS	
TOTAL REQUIRED PARKING	398	STALLS	2.5 STALLS X NUMBER OF UNITS
GARAGES	300	STALLS	18 SINGLE GARAGE + 141 DOUBLE GARAGE
DRIVEWAY PARKING	300	STALLS	18 SINGLE STALL + 141 DOUBLE STALL
ADDITIONAL PARKING	14	STALLS	PROVIDED AT THE CLUBHOUSE
ADDITIONAL GUEST PARKING	14	STALLS	HALFWAY UP PRIVATE DRIVES (EAST SIDE)
TOTAL PROVIDED PARKING	628	STALLS	

RESIDENTIAL (R3-C) SETBACKS				
	TOWNHOME (10-15B-2) (PERIMETER)	NWA R3-C (10-13J-5) (INTERNAL)	PROPOSED	COMPLIANT OR FLEXIBILITY REQUEST
FRONT	30 FEET	MIN: 20 FEET MAX: 30 FEET	PERIM: 30 FEET INTERN: 15 FEET	PERIM: COMPLIANT INTERN: FLEX. REQUEST
REAR	30 FEET	30 FEET	PERIM: 30 FEET INTERN: 15 FEET	PERIM: COMPLIANT INTERN: FLEX. REQUEST
SIDE	30 FEET	20 FEET BETWEEN BUILDINGS	PERIM: 30 FEET INTERN: 10 FEET MIN. 18 FEET BETWEEN BUILDINGS	PERIM: COMPLIANT INTERN: FLEX. REQUEST
LOCAL STREET	40 FEET	N/A	10 FEET	FLEX. REQUEST
BUILDING COVERAGE	20% MAX.	NA	28.2% SEE AREA TABLE	FLEX. REQUEST

ZONING	
CURRENT	A- AGRICULTURAL
PROPOSED	B-2 PUD, R-3 PUD

1" = 50'-0"

25'-0" 0 50'-0"

Know what's below.
Call before you dig.

SITE PLAN LEGEND:	
	BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
	HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
	CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
	CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
	PROPERTY LINE
	CONSTRUCTION LIMITS
SEE SHEET C0.1 FOR GENERAL SITE NOTES	

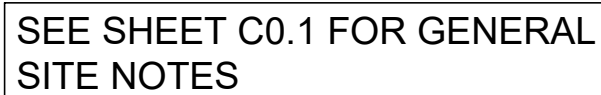
1000 WEST 80TH STREET. MINNEAPOLIS. MN 55420


Matthew R. Pavek
DATE 06/17/2024 LICENSE NO. 44263

DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

SITE PLAN - NORTHEAST CORNER

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	BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
	HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
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	PROPERTY LINE
	CONSTRUCTION LIMITS



1" = 20'-0"



10'-0" 0 20'-0"

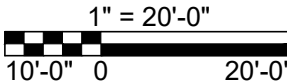
STUART DEVELOPMENT CORPORATION


Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

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REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

SITE PLAN - NORTHWEST CORNER

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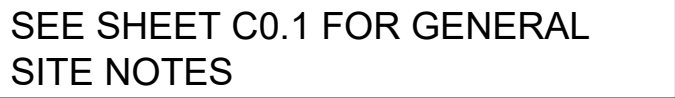


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ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

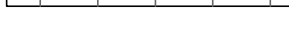
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 BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.

 CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN

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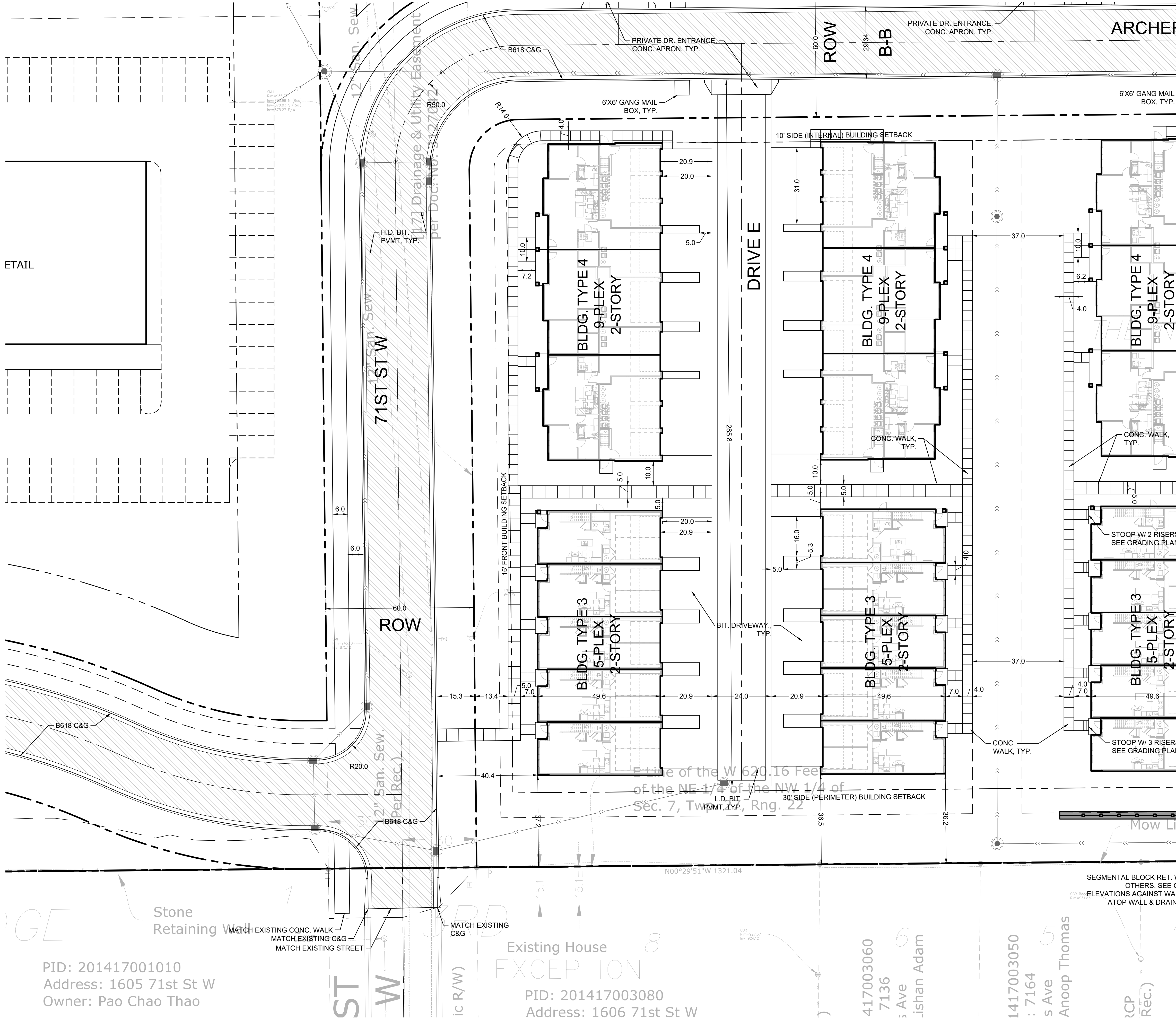
 PROPERTY LINE



Know what's below.
Call before you dig.

1" = 20'-0"

10'-0" 0 20'-0"



SEE SHEET C0.1 FOR GENERAL SITE NOTES

SITE PLAN LEGEND:

- [Symbol] BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
- [Symbol] CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- [Symbol] CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL
- [Symbol] PROPERTY LINE

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Call before you dig.

1" = 20'-0"

Civil Engineering · Surveying · Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
612-615-0060

PRELIMINARY:
NOT FOR CONSTRUCTION

PROJECT

ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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Matthew R. Pavlek
DATE 06/17/2024 LICENSE NO. 44263

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6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

REVISION SUMMARY

DATE	DESCRIPTION
------	-------------

SITE PLAN - WEST CENTER

C2.4

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PROJECT


Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

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REVIEWED BY	MP, R8
PROJECT MANAGER	MP
PROJECT NUMBER	23131

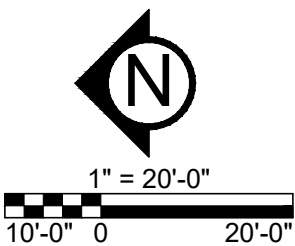
SITE PLAN -
SOUTHEAST CORNER

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-  BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.
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-  PROPERTY LINE

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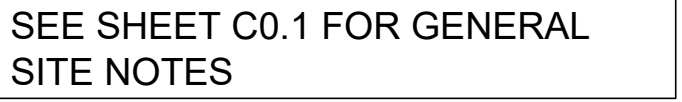

Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

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6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

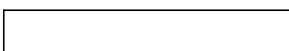
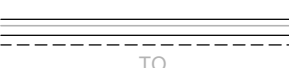
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C2.6

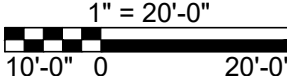
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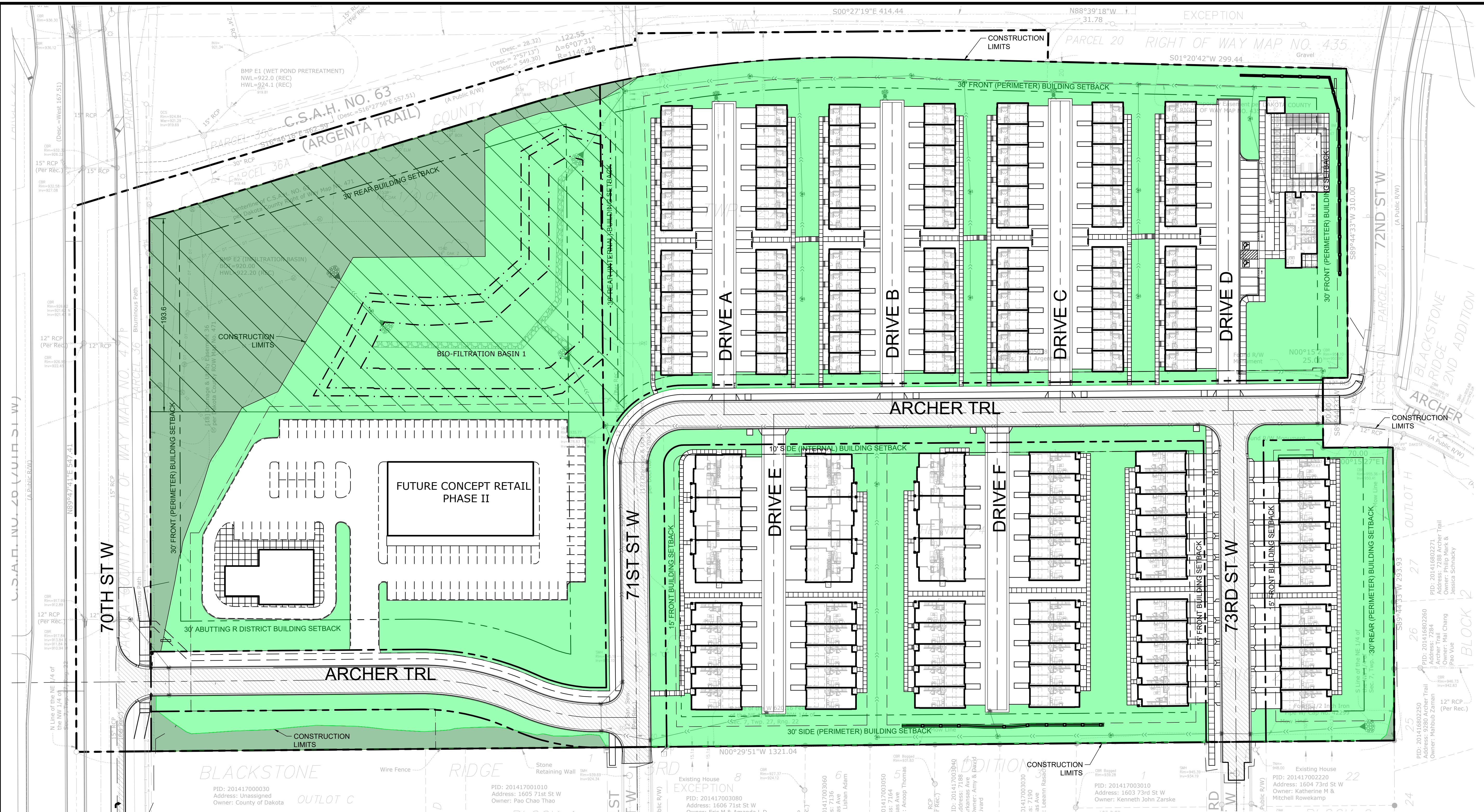
SITE PLAN LEGEND:

- 
- BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.**
- 
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN**
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- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS. WITHIN ROW SEE CITY DETAIL. WITHIN PRIVATE PROPERTY SEE CSG DETAIL**
- 
- PROPERTY LINE**

Know what's below.
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2. *Chlorophyll a* and *Chlorophyll b* were determined using the method of Lichtenthaler and Sponholz (1980).



LEGEND:

DISTURBED OPEN SPACE

UNDISTURBED OPEN SPACE

CONTIGUOUS OPEN SPACE (100' WIDTH MINIMUM)

AREA CALCULATIONS	
TOTAL SITE, GROSS AREA	19.85 ACRES
PROPOSED COUNTY ROW	1.63 ACRES
BELOW OHW LEVEL	N/A ACRES
WITHIN WETLAND BOUNDARIES	N/A ACRES
BLUFFS ABUTTING TO PUBLIC WATERS	N/A ACRES
PARK LAND TO BE DEDICATED	0.00 ACRES
TOTAL NET DEVELOPABLE AREA	18.22 ACRES

OPEN SPACE CALCULATIONS		
NET DEVELOPABLE	18.2 ACRES	GROSS SITE AREA
REQUIRED TOTAL OPEN SPACE	3.6 ACRES	NET DEVELOPABLE AREA X 20%
REQUIRED CONTIGUOUS OPEN SPACE (100' MINIMUM WIDTH)	2.7 ACRES	REQUIRED OPEN SPACE X 75%
REQUIRED UNDISTURBED OPEN SPACE	1.8 ACRES	REQUIRED OPEN SPACE X 50%
PROVIDED TOTAL OPEN SPACE	6.4 ACRES	MEETS REQUIREMENT
PROVIDED CONTIGUOUS OPEN SPACE	2.9 ACRES	MEETS REQUIREMENT
PROVIDED UNDISTURBED OPEN SPACE	1.8 ACRES	MEETS REQUIREMENT

SITE PLAN LEGEND:

BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.

HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL.

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PROPERTY LINE

CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL SITE NOTES

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1" = 50'-0"

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PRELIMINARY:
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ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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Matthew R. Pavek
DATE 06/17/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
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11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

SITE PLAN - OPEN SPACE EXHIBIT

C2.7

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ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS
STUART DEVELOPMENT CORPORATION

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Matthew R. Pavsek
DATE 06/17/2024 LICENSE NO. 44263

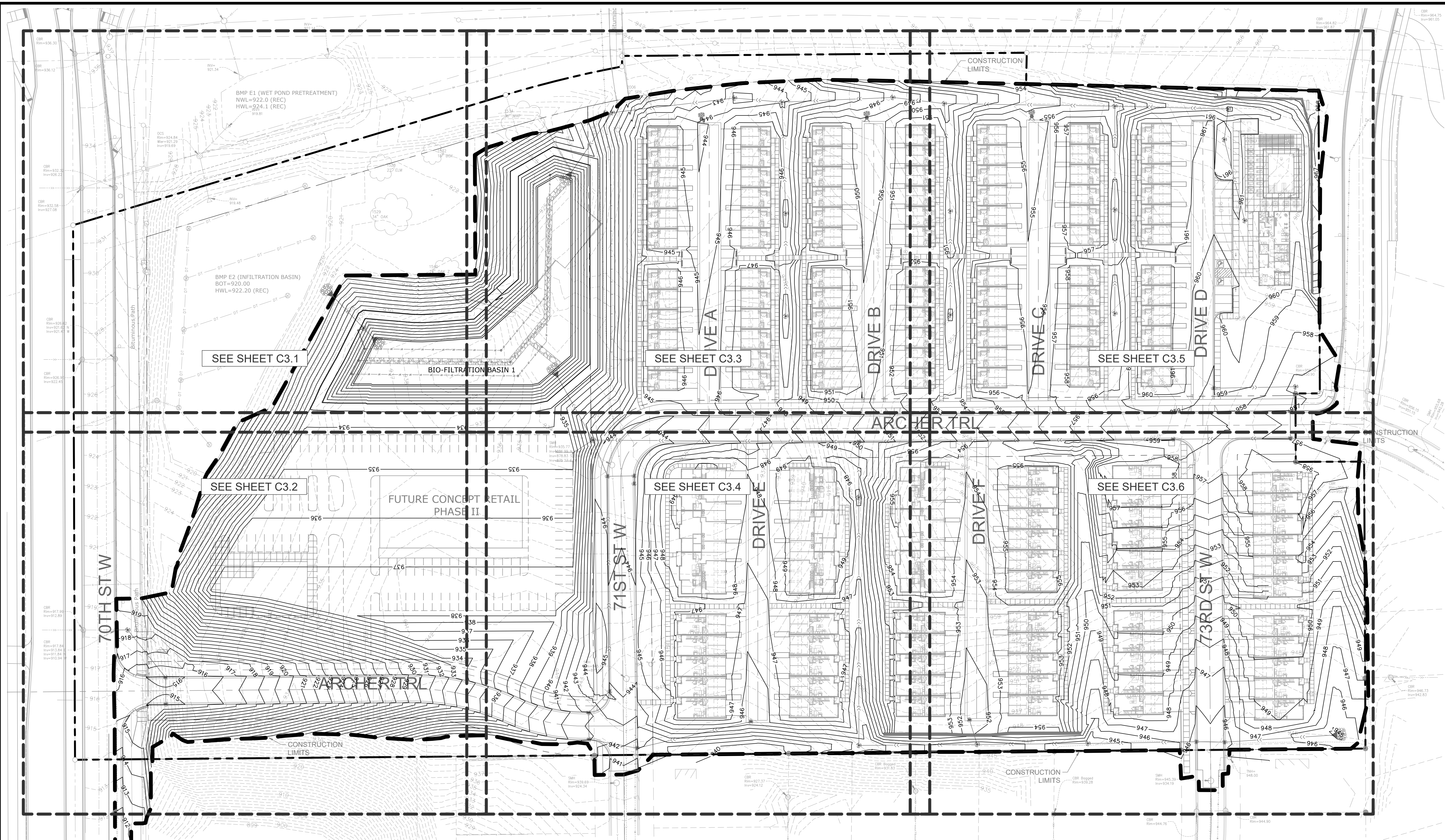
ISSUE/SUBMITTAL SUMMARY	
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6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

GRADING PLAN -
OVERALL

C3.0

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EROSION CONTROL NOTES:
SEE SWPPP ON SHEETS SW1.0 - SW1.5

SEE SHEET C0.1 FOR GENERAL
GRADING NOTES

ROUGHLY ESTIMATED EARTHWORK:
±2000 CY FILL
SITE TO BALANCE

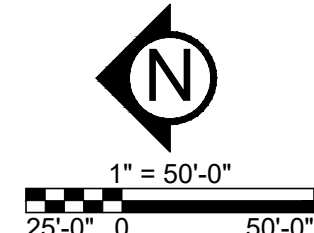
Elevations are based on the NGVD 29 Datum. Site Benchmark is the top nut of the fire hydrant located on the north side of 72nd Street W, approximately 73 feet southwest of the southeast corner of the subject property, as shown hereon. Elevation = 969.97

GRADING PLAN LEGEND:

- 41.26
- 891.00 G
- 891.00 TC
- 891.00 BS/TS
- 891.00 ME
- 891.00 HP
- 891.00 LP
- 891.00 CB
- 891.00 EOF
- 1126
- 1138
- TO
- EOF=1135.52
- EX. 1' CONTOUR ELEVATION INTERVAL
- 1.0' CONTOUR ELEVATION INTERVAL
- CURB AND GUTTER (T.O = TIP OUT)
- EMERGENCY OVERFLOW
- CONSTRUCTION LIMITS
- SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
- SPOT GRADE ELEVATION GUTTER
- SPOT GRADE ELEVATION TOP OF CURB
- SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
- SPOT GRADE ELEVATION MATCH EXISTING
- GRADE BREAK - HIGH POINTS
- SPOT GRADE ELEVATION HIGH POINT
- SPOT GRADE ELEVATION LOW POINT
- SPOT GRADE ELEVATION CATCH BASIN
- SPOT GRADE ELEVATION EMERGENCY OVERFLOW



Know what's below.
Call before you dig.



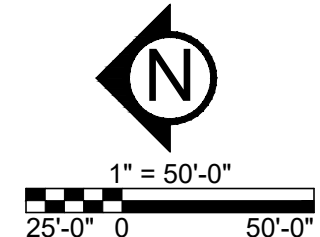
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Matthew R. Pavlek
DATE 06/17/2024 LICENSE NO. 44263

DRAWN BY	MP, RB, AM, MD,JR,MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

GRADING PLAN -
NORTHEAST CORNER

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REVIEWED BY	MP, RB
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PROJECT NUMBER	23131

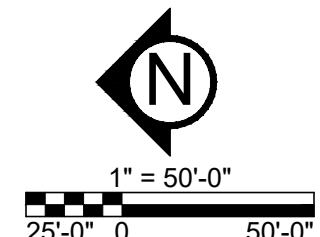
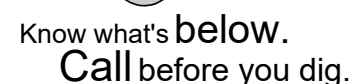
GRADING PLAN -
NORTHWEST CORNER

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Diagram illustrating the cross-section of a road and its features:

- GRADE BREAK - HIGH POINTS** (indicated by a dashed line)
- CURB AND GUTTER (T.O. = TIP OUT)** (indicated by a circle labeled CB)
- TO** (TIP OUT)
- EOF=1135.52** (EMERGENCY OVERTFLOW)
- CONSTRUCTION LIMITS** (indicated by black rectangles)



1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420


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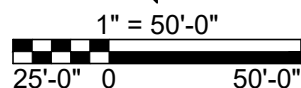
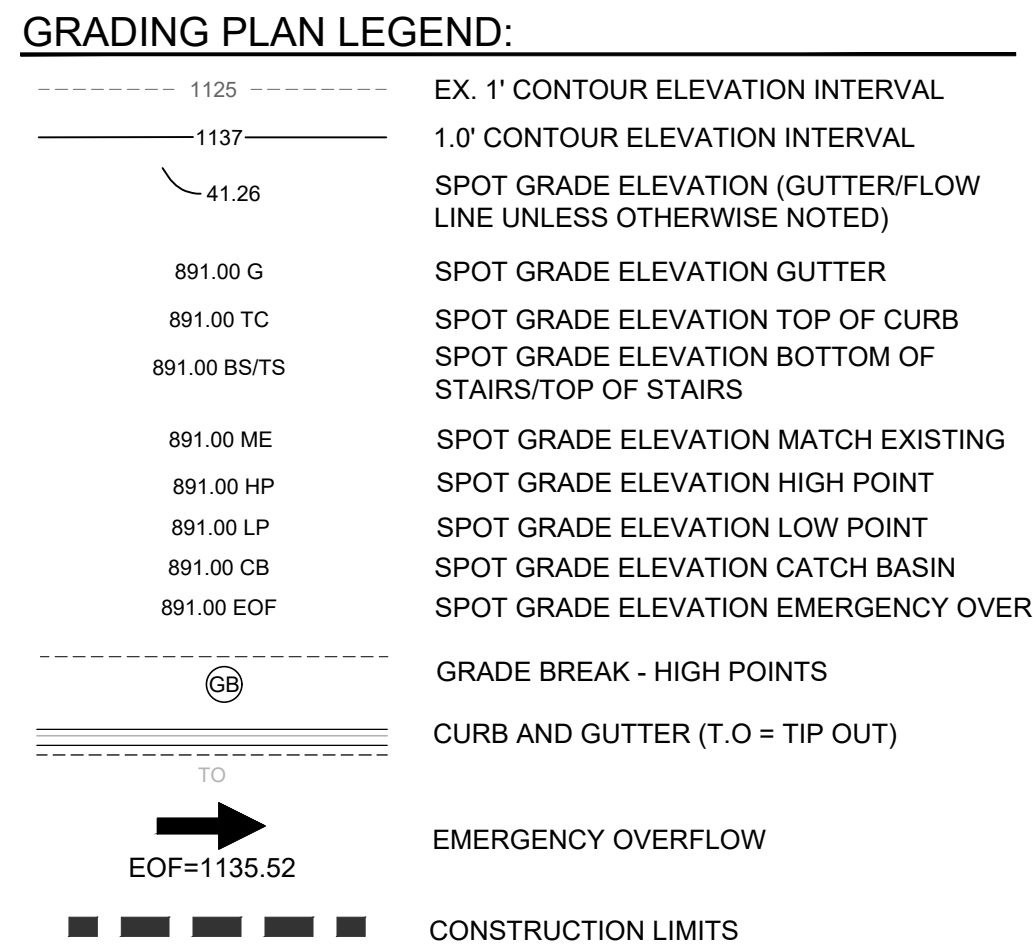
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REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

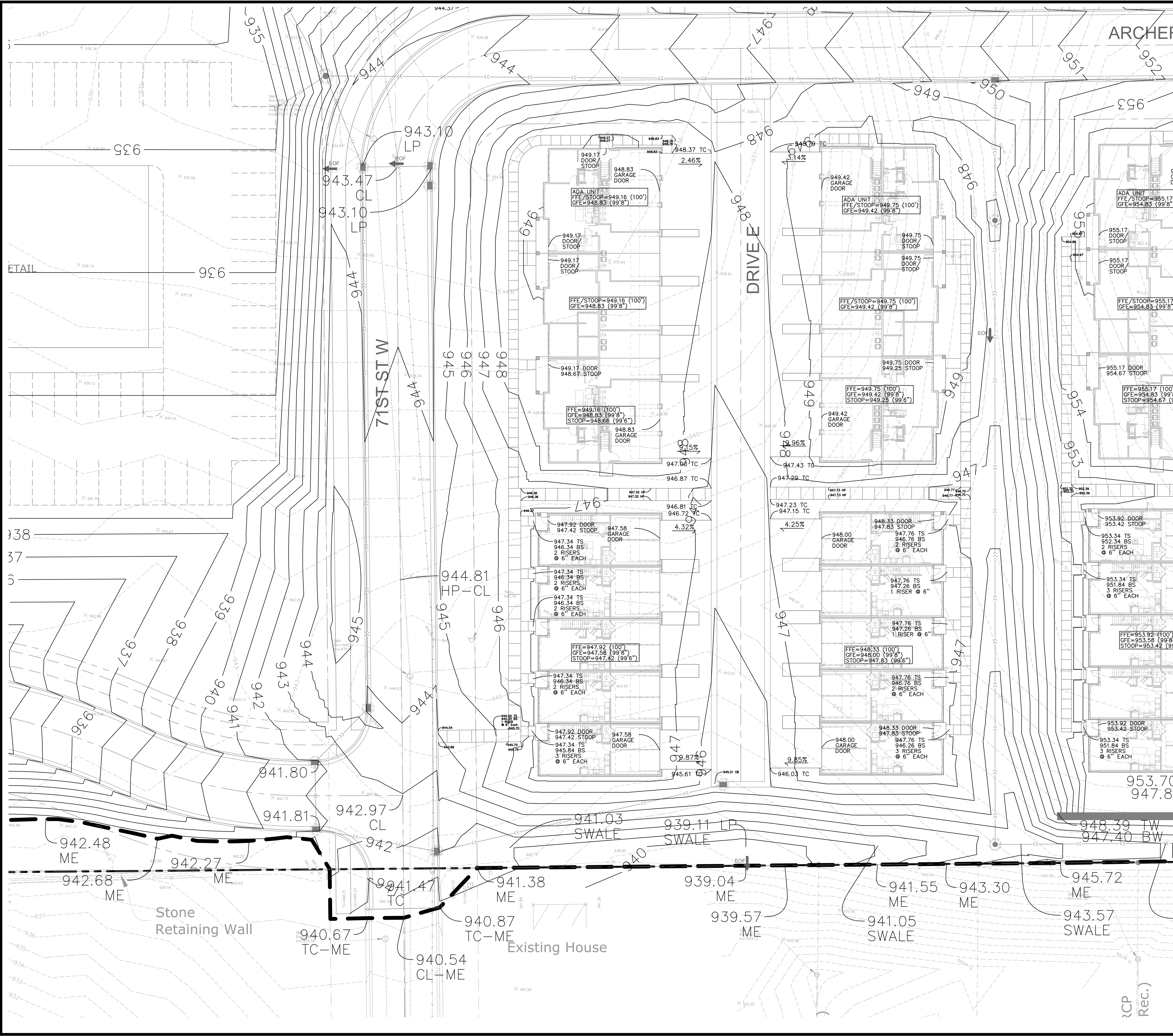
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DATE	DESCRIPTION
LOW	

GRADING PLAN - EAST CENTER

C3.3

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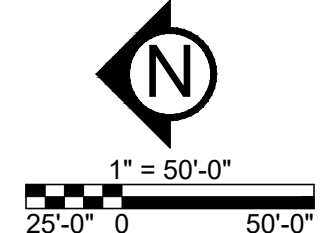


GRADING PLAN LEGEND:

- 1125 EX. 1' CONTOUR ELEVATION INTERVAL
- 1137 1.0' CONTOUR ELEVATION INTERVAL
- 41.26 SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)
- 891.00 G SPOT GRADE ELEVATION GUTTER
- 891.00 TC SPOT GRADE ELEVATION TOP OF CURB
- 891.00 BS/TS SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS
- 891.00 ME SPOT GRADE ELEVATION MATCH EXISTING
- 891.00 HP SPOT GRADE ELEVATION HIGH POINT
- 891.00 LP SPOT GRADE ELEVATION LOW POINT
- 891.00 CB SPOT GRADE ELEVATION CATCH BASIN
- 891.00 EOF SPOT GRADE ELEVATION EMERGENCY OVERFLOW
- GB GRADE BREAK - HIGH POINTS
- TO CURB AND GUTTER (T.O. = TIP OUT)
- EOF=1135.52 EMERGENCY OVERFLOW
- CONSTRUCTION LIMITS



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ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
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STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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REVISION SUMMARY	
DATE	DESCRIPTION

GRADING PLAN - WEST CENTER

C3.4

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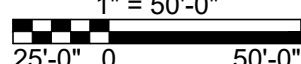
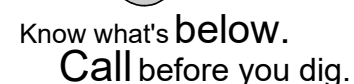
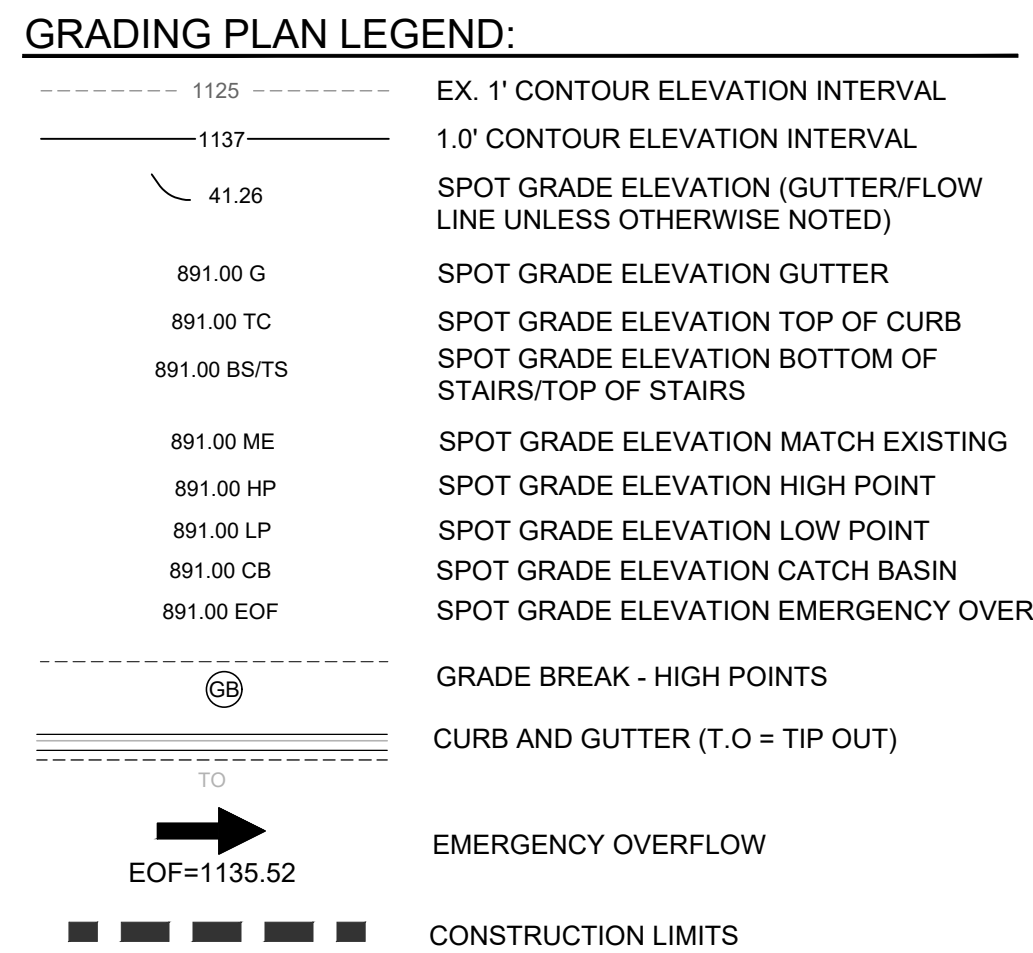
DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

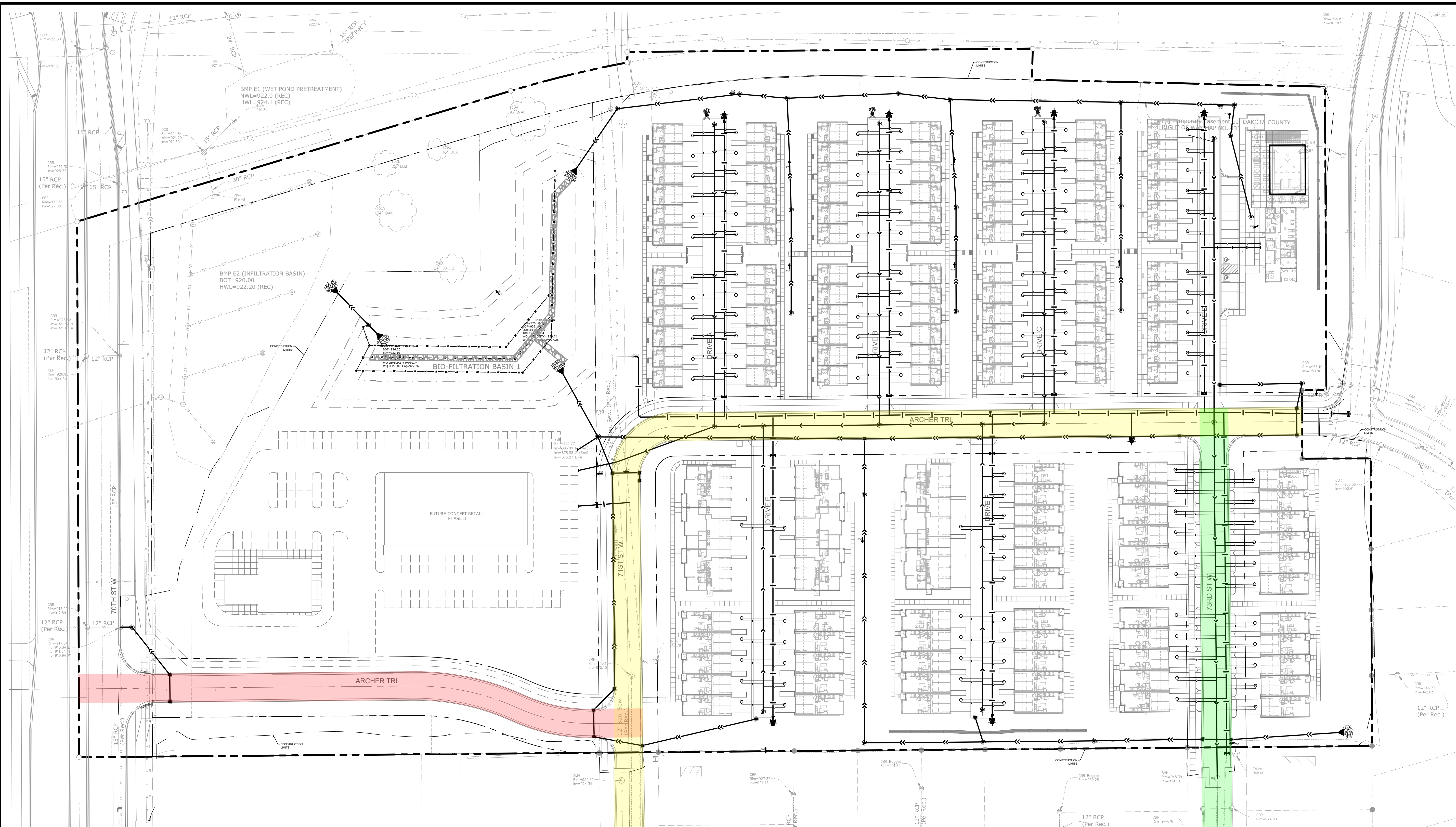
REVISION SUMMARY	
DATE	DESCRIPTION
LOW	

GRADING PLAN -
SOUTHEAST CORNER

C3.5

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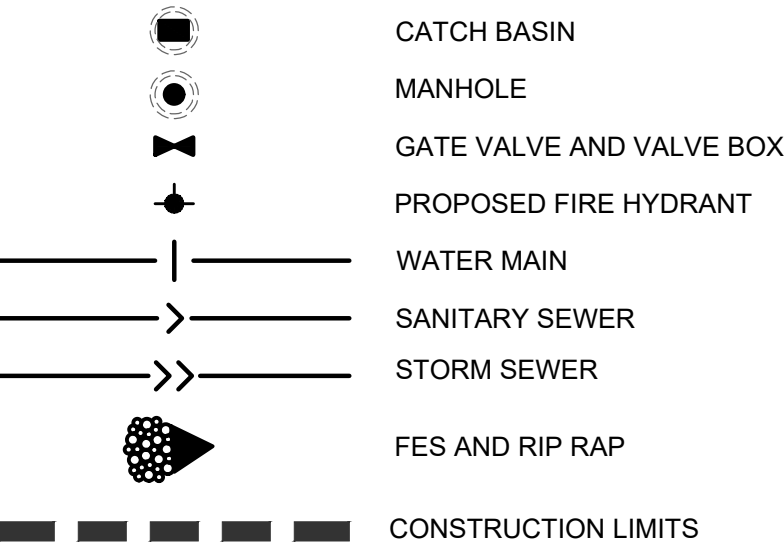




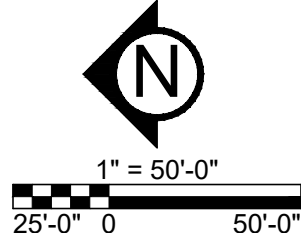
PROFILE LEGEND:



UTILITY LEGEND:



SEE SHEET C0.1 FOR GENERAL UTILITY NOTES



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Golden Valley, MN 55422

612-615-0060

PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT

ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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Matthew R. Pavak
Matthew R. Pavak
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DRAWN BY	MP, RB, AM, MD, JR, MS
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

REVISION SUMMARY	
DATE	DESCRIPTION

OVERALL SANITARY AND WATER MAIN UTILITY PLAN

C4.0

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Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

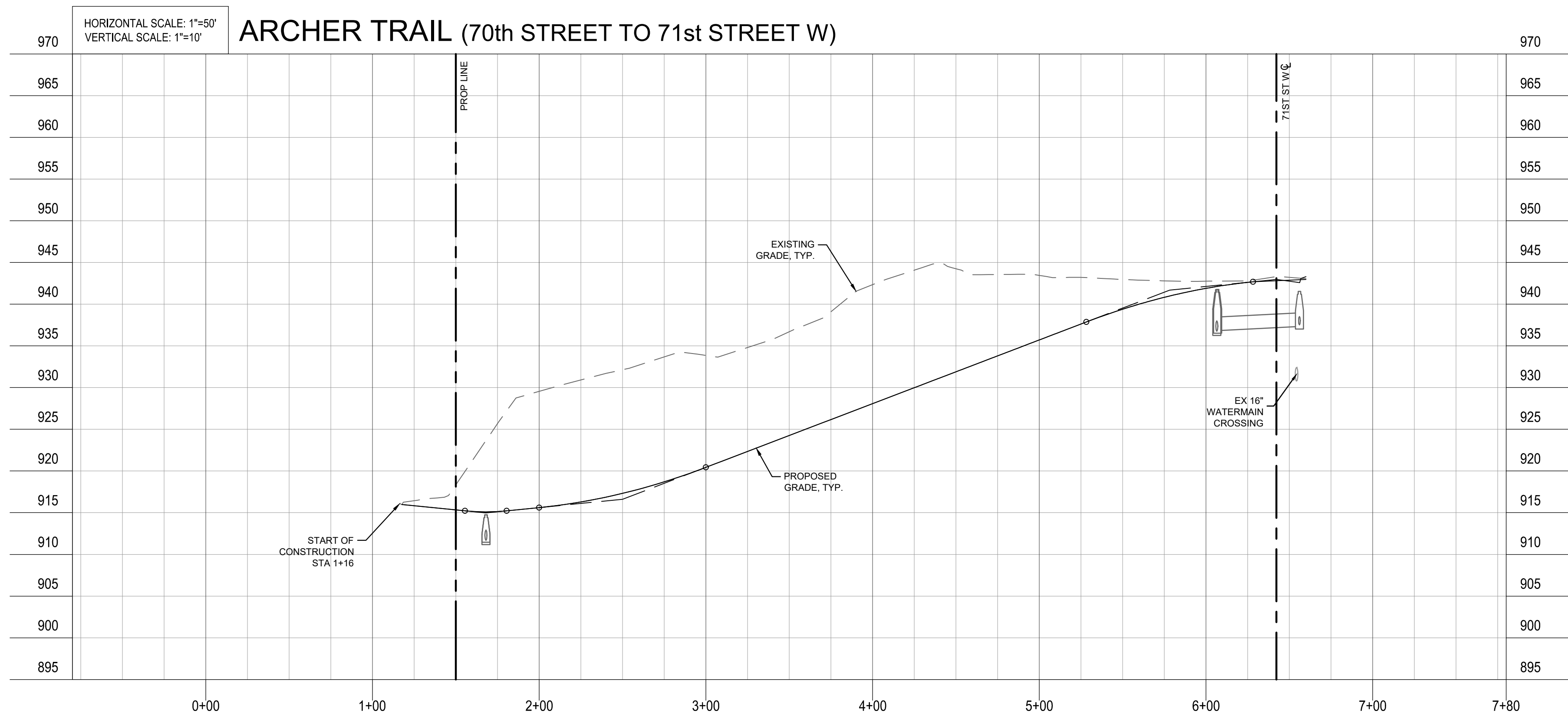
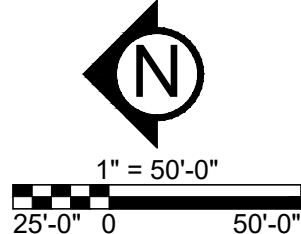
DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

SANITARY AND WATER MAIN PLAN AND PROFILE

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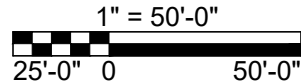
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UNDER THE LAWS OF THE STATE OF
MINNESOTA.

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

REVISION SUMMARY

SANITARY AND WATER MAIN PLAN AND PROFILE

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Matthew R. Pavek
DATE 06/17/2024 LICENSE NO. 44263

DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23331

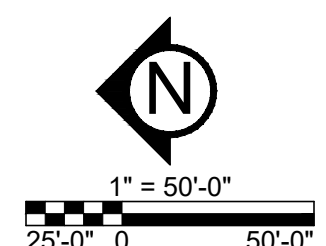
OVERALL STREET AND STORM WATER PLAN

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UTILITY LEGEND:

SEE SHEET C0.1 FOR GENERAL
UTILITY NOTES



PRELIMINARY:
NOT FOR
CONSTRUCTION

ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS
STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

PROJECT

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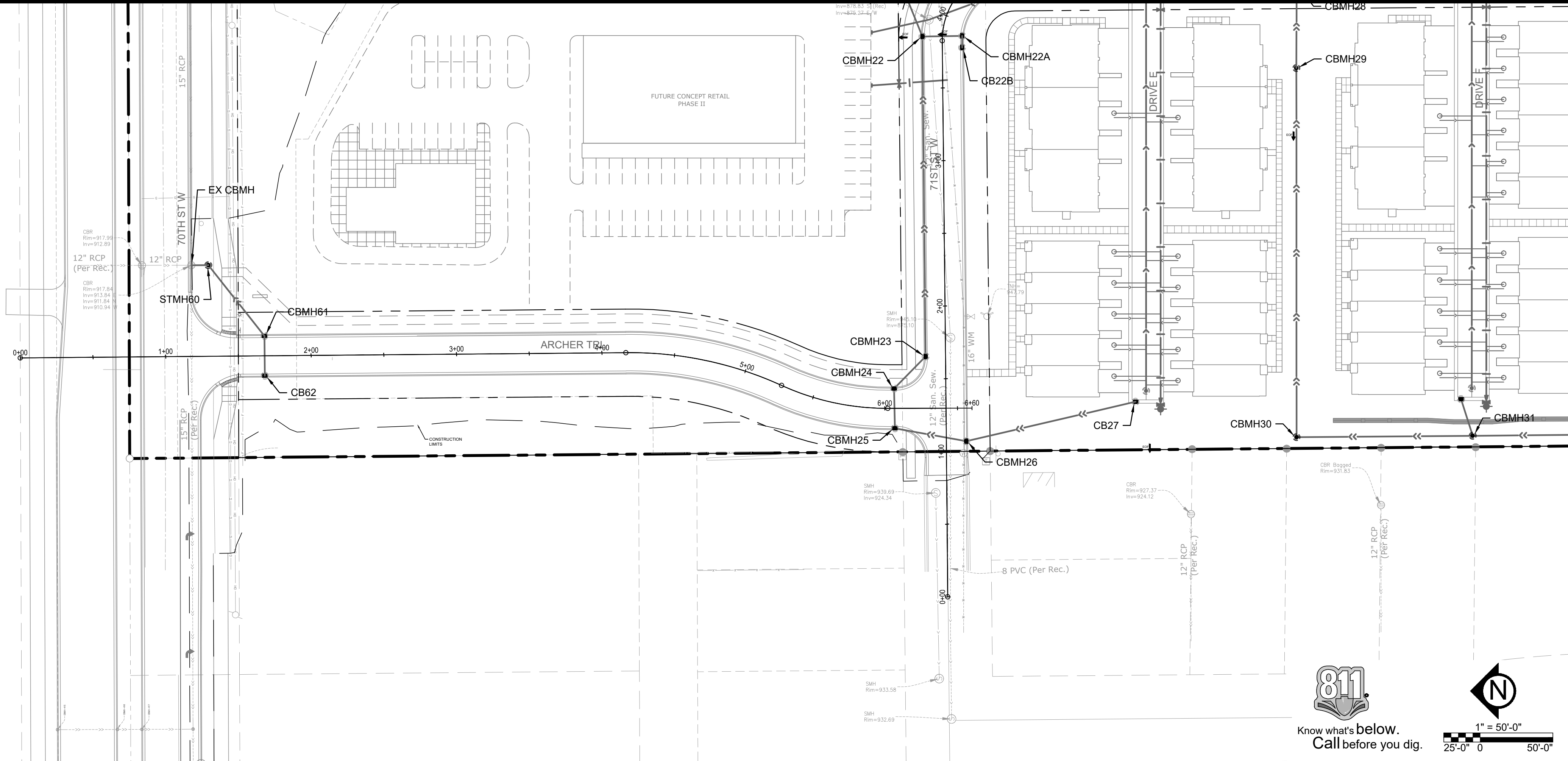
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6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

DRAWN BY	MP, RB, AM, MD, JR, MS.
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	22131

REVISION SUMMARY	
DATE	DESCRIPTION

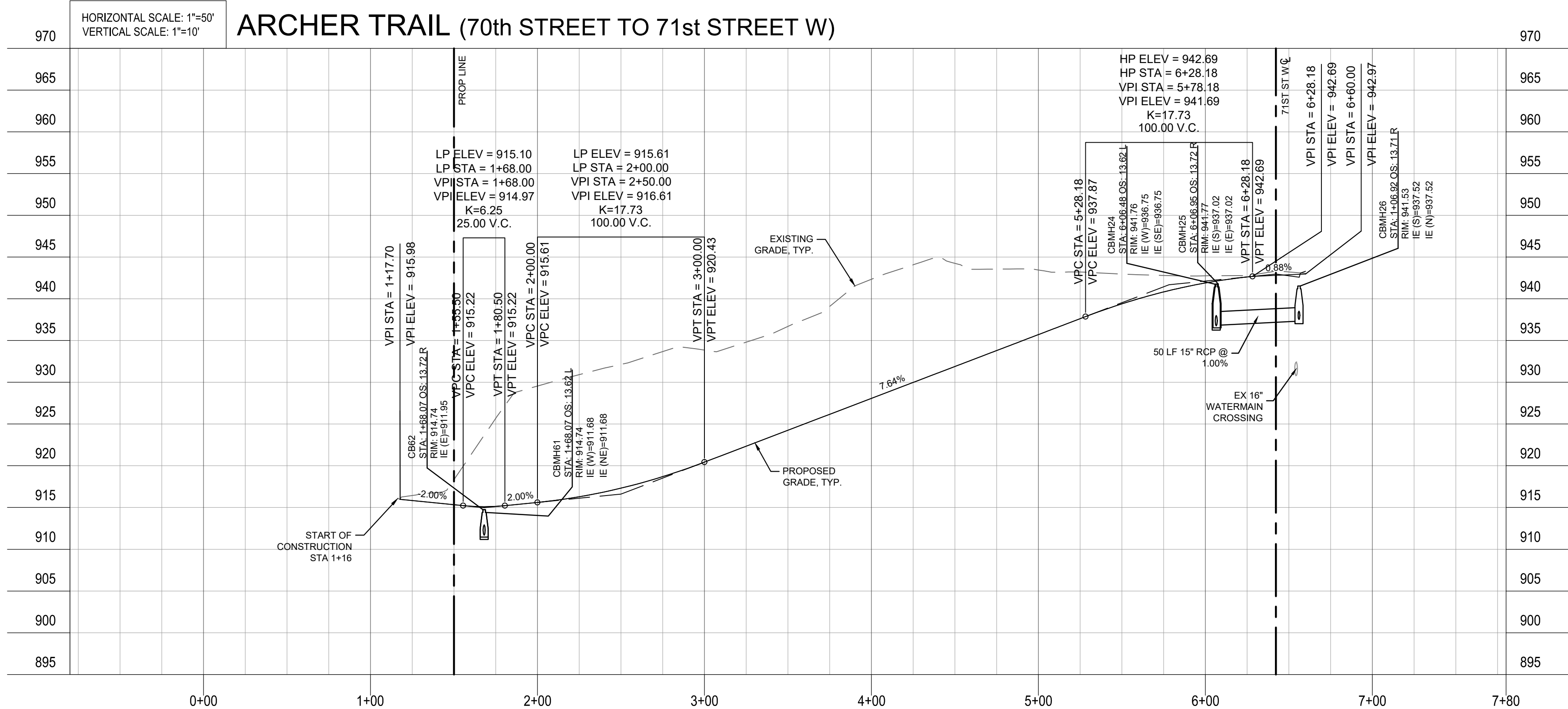
STREET AND
STORM WATER
PLAN AND PROFILE

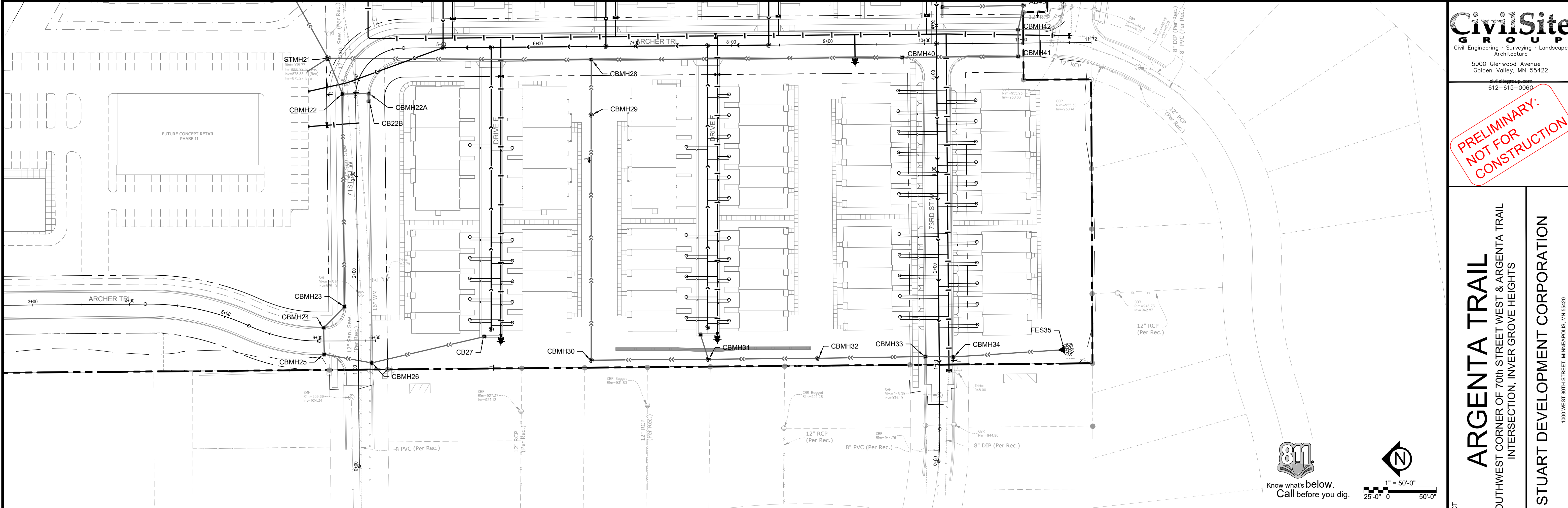
C4.5



ARCHER TRAIL (70th STREET TO 71st STREET W)

HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=10'





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SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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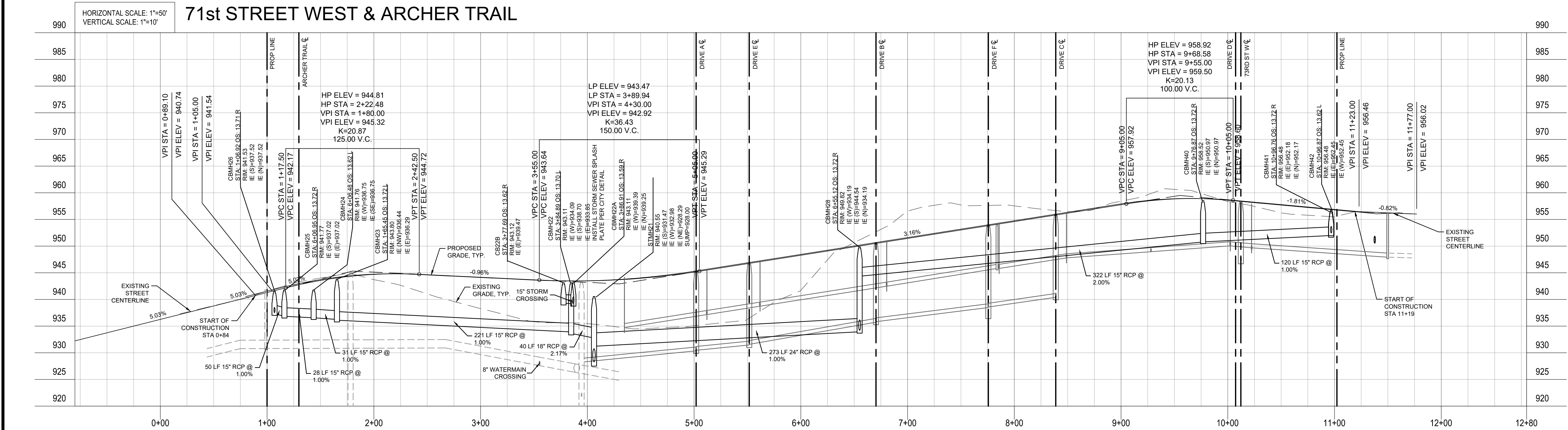
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11/20/2023	MP, RB
6/7/2024	MP
6/17/2024	PROJECT NUMBER 12311

REVISION SUMMARY	
DATE	DESCRIPTION

STREET AND
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C4.6

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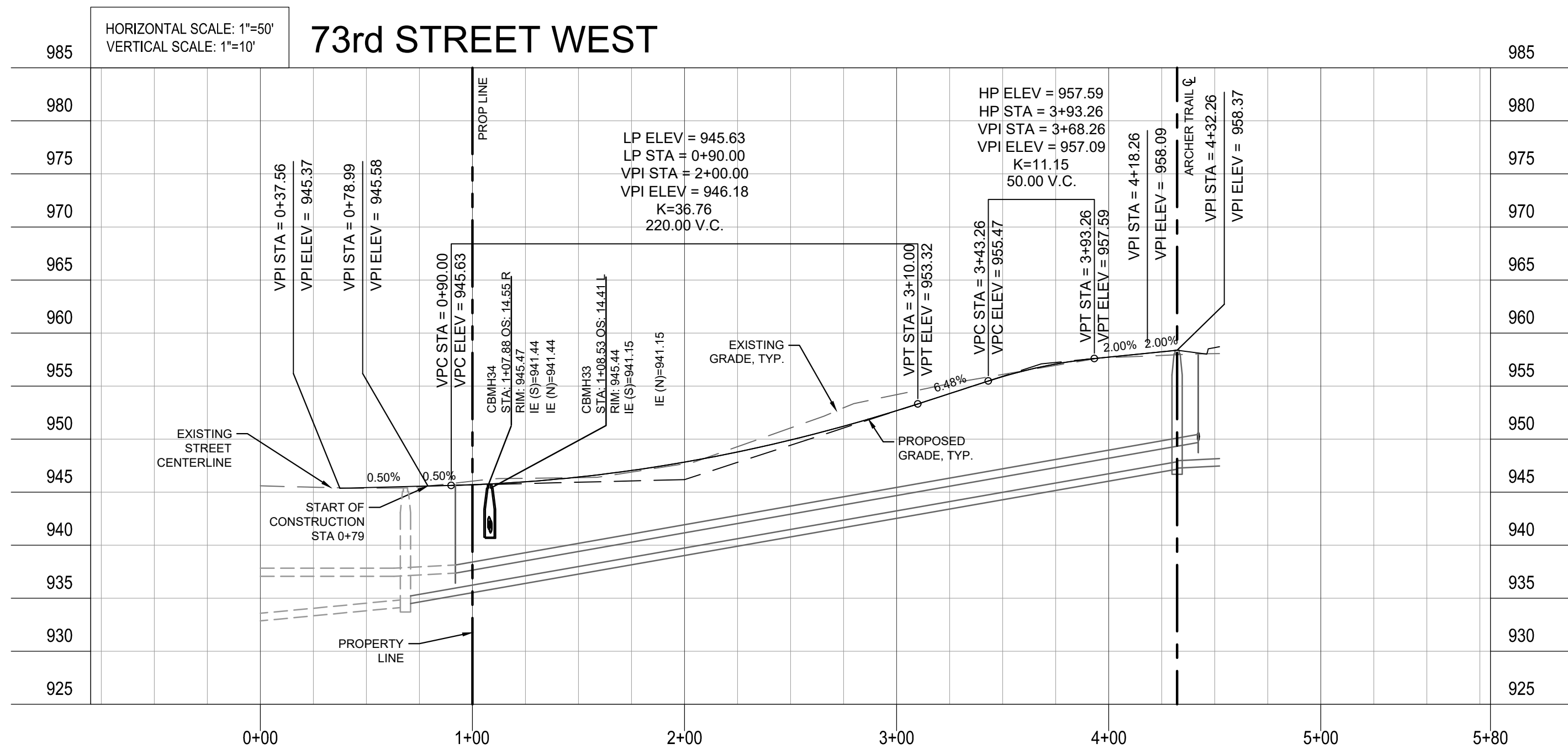
1000 WEST 80TH STREET. MINNEAPOLIS. MN 55420

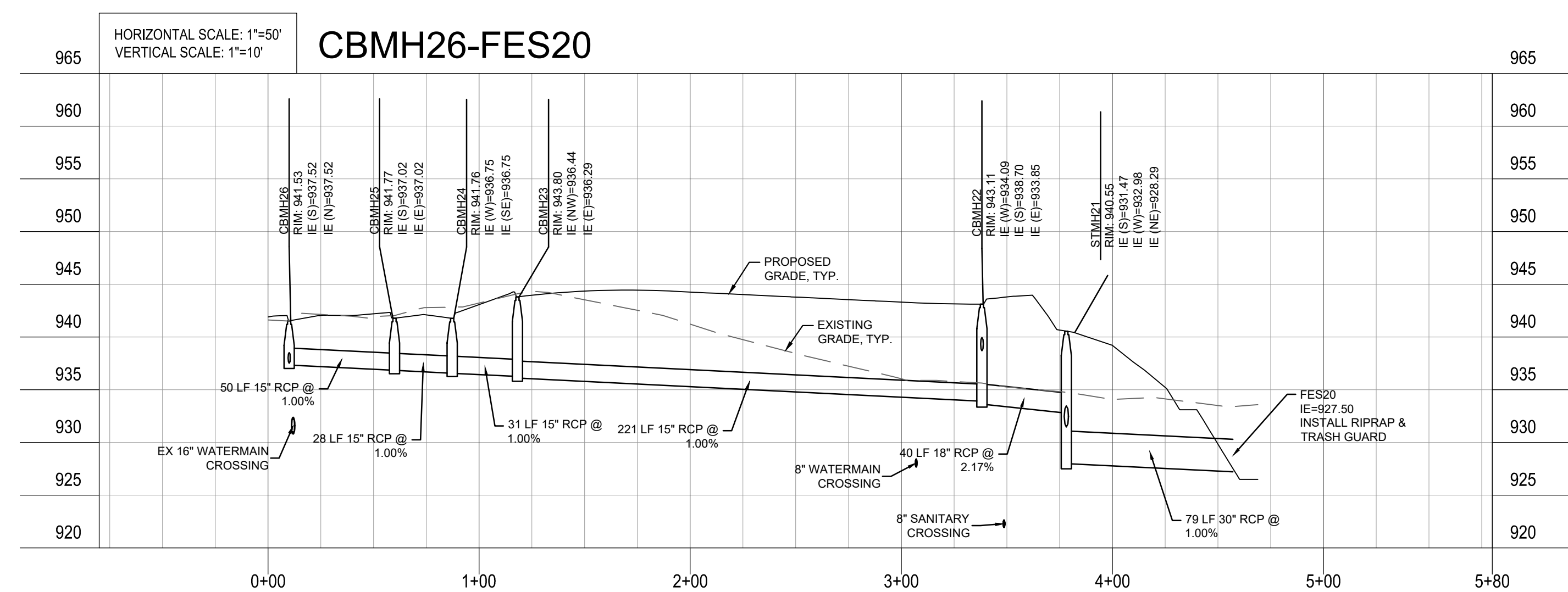
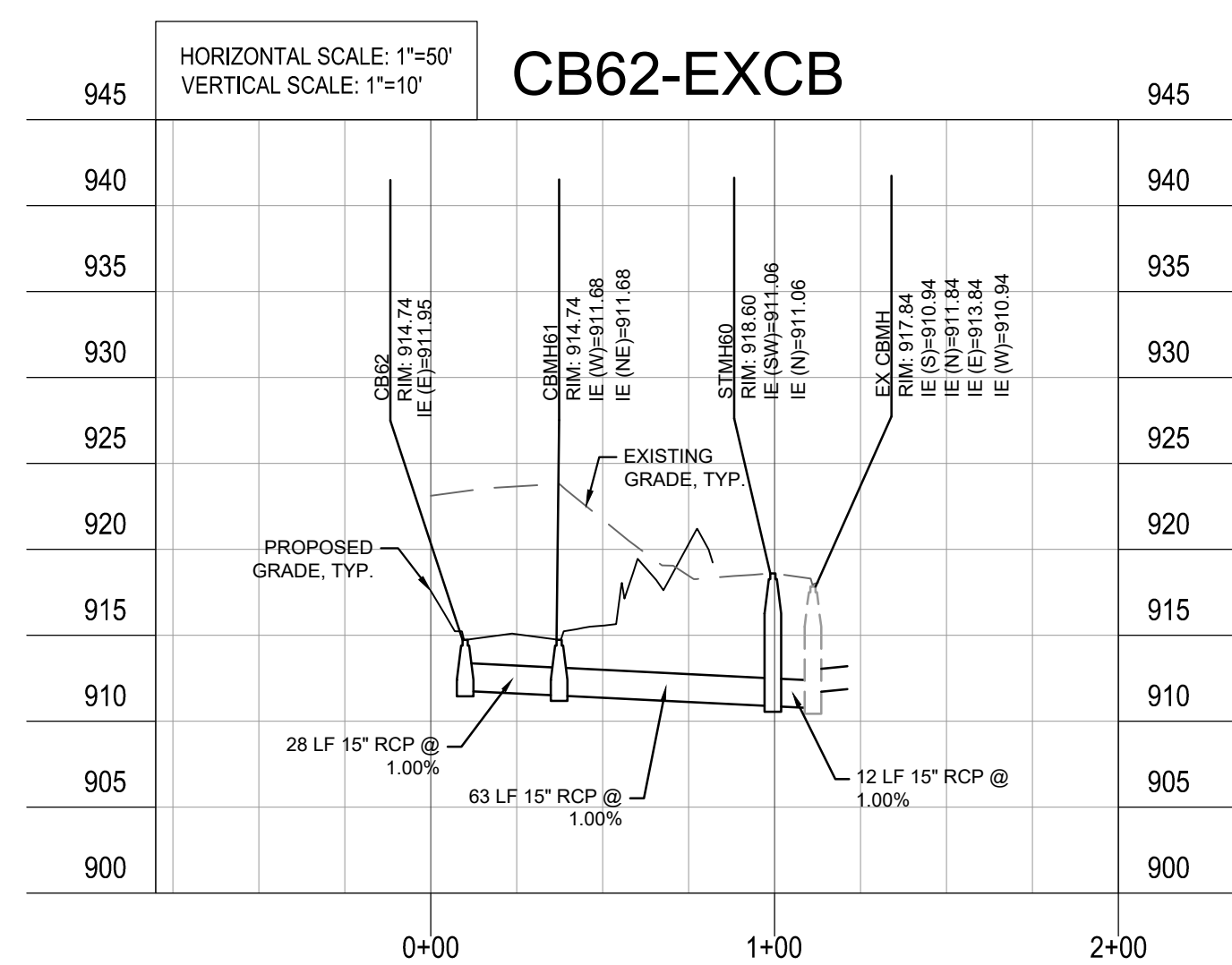
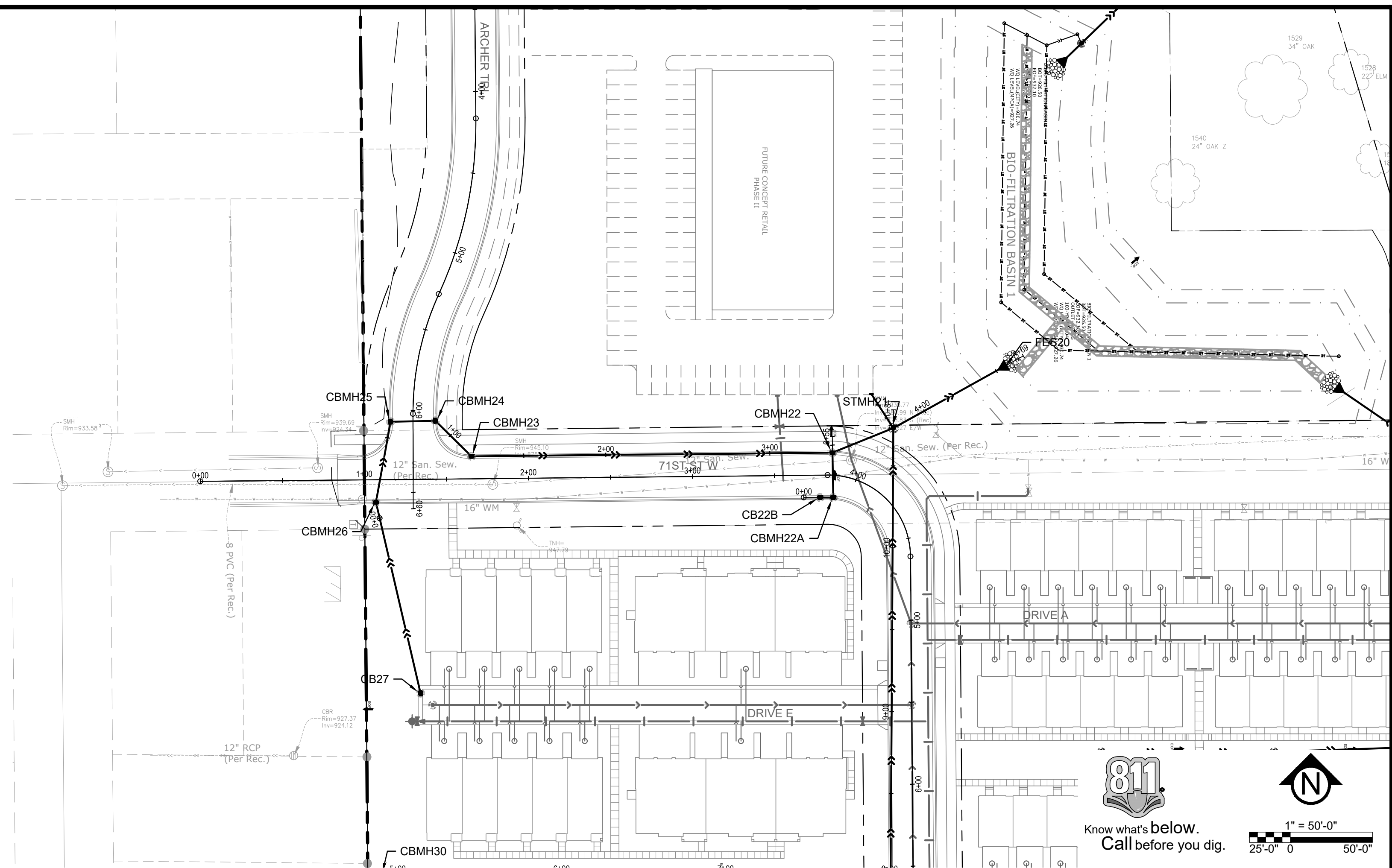
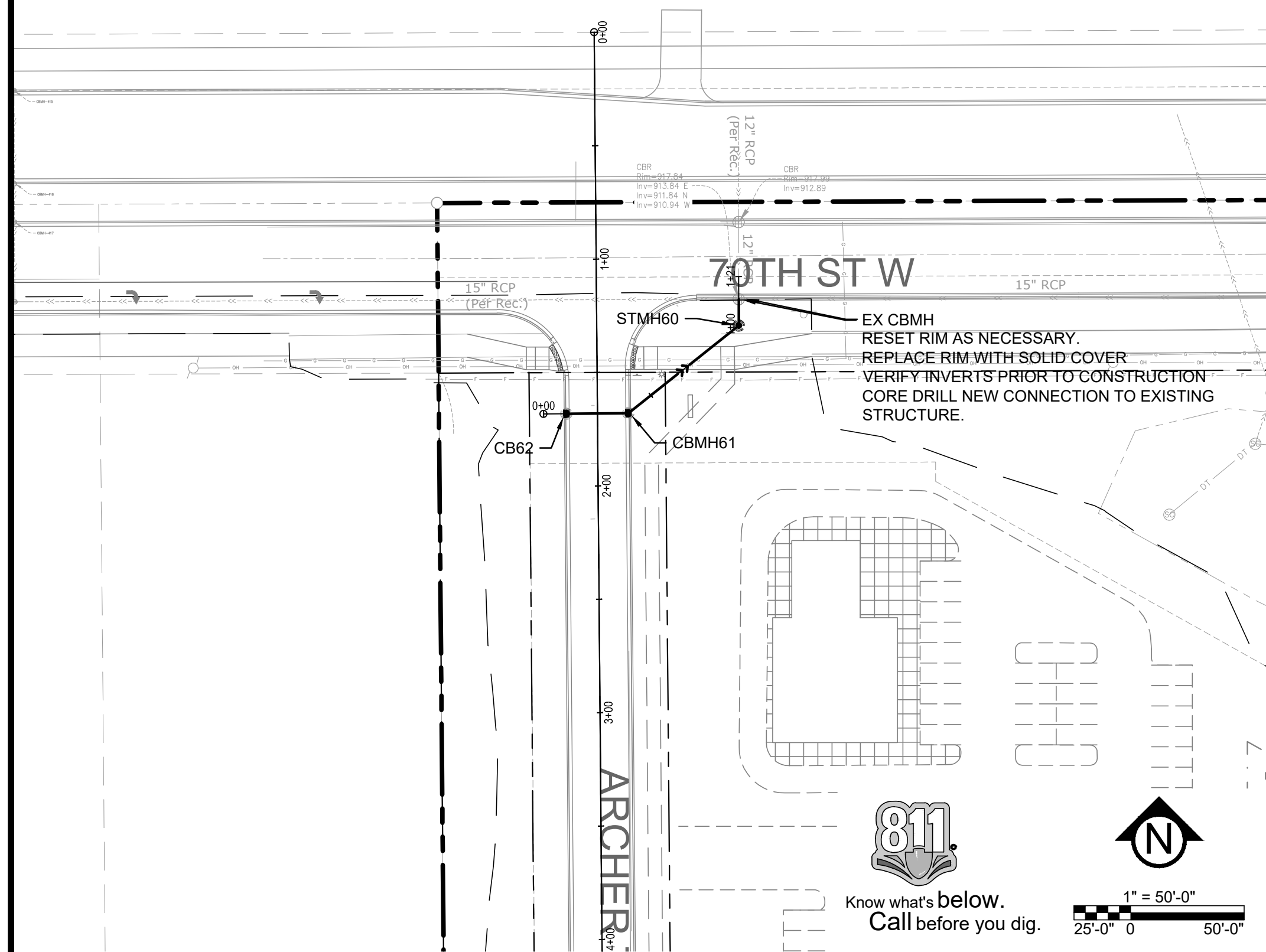

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DATE 06/17/2024 LICENSE NO. 44263

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REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

STREET AND STORM WATER PLAN AND PROFILE

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PROJECT

ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

STUART DEVELOPMENT CORPORATION

PROJECT

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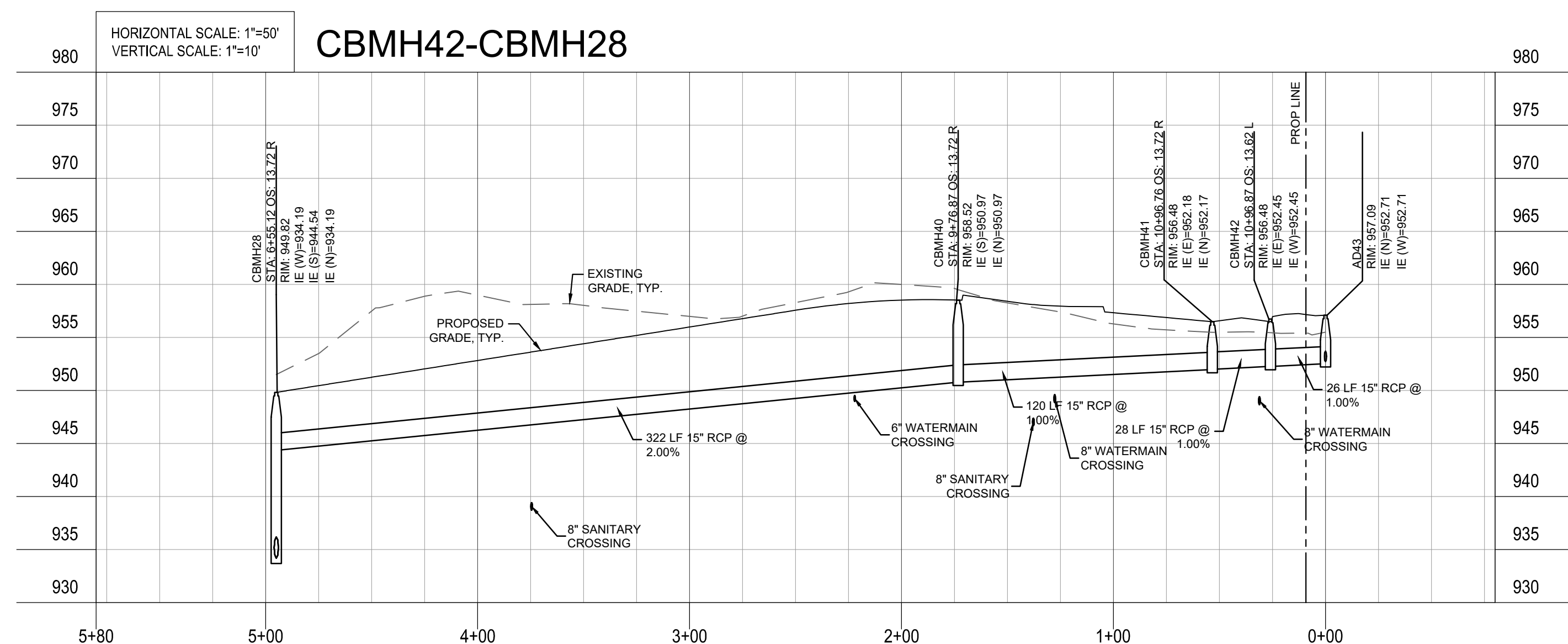
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6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

[illegible]

STREET AND STORM WATER PLAN AND PROFILE

C4.9



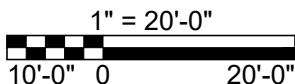
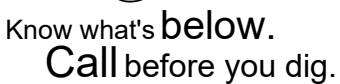
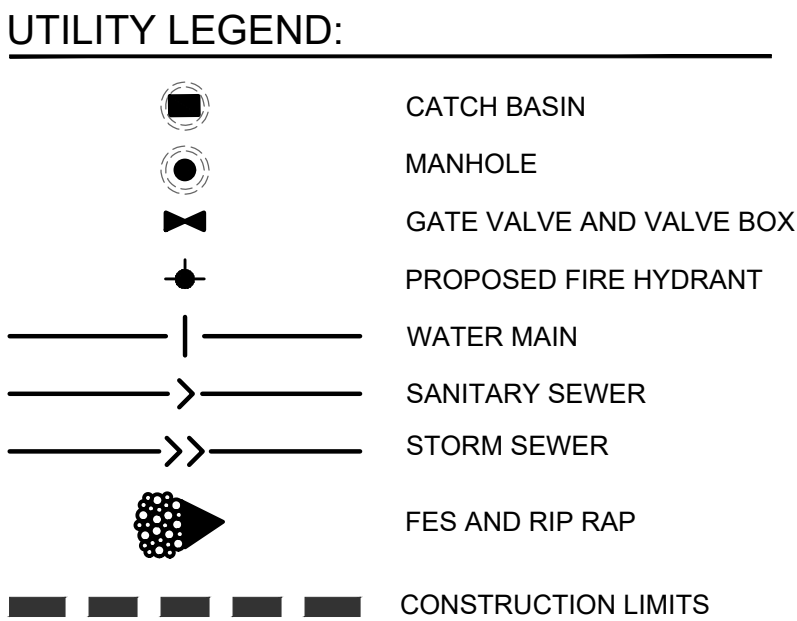
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PROJECT MANAGER	MP
PROJECT NUMBER	23131

UTILITY PLAN

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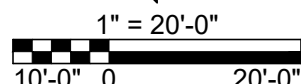
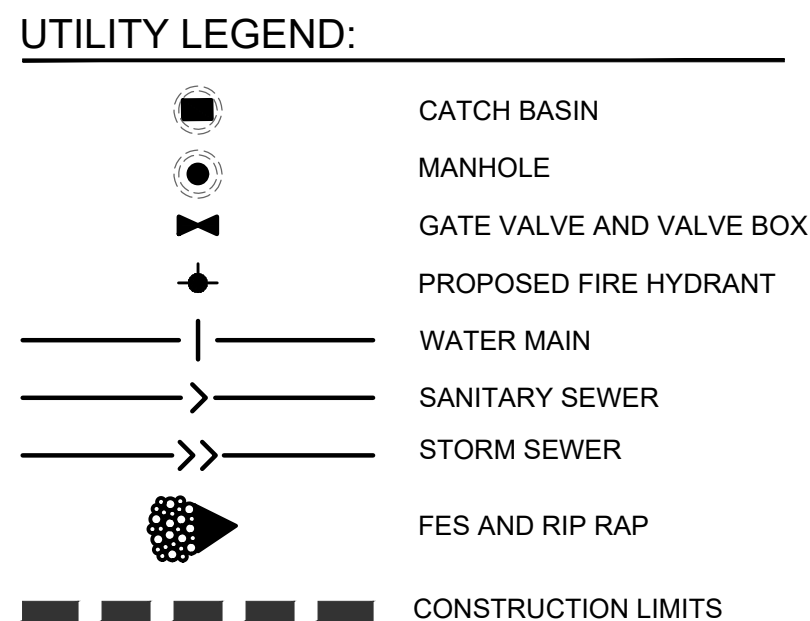
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Matthew R. Pavek
DATE 06/17/2024 LICENSE NO. 44263

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PROJECT MANAGER	MP
PROJECT NUMBER	23731

UTILITY PLAN

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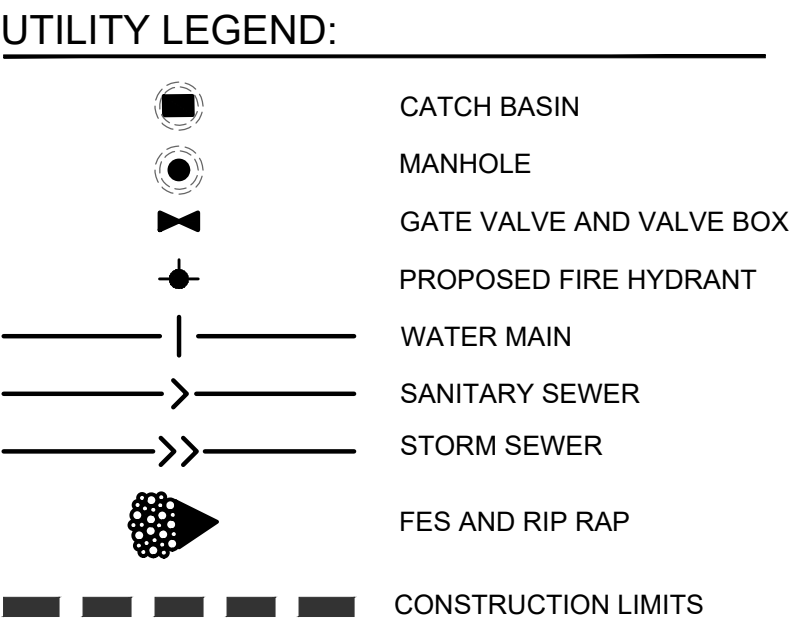

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DATE 06/17/2024 LICENSE NO. 44263

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REVIEWED BY	MP, RB
PROJECT MANAGER	MP
SUBJECT NUMBER	08-167

UTILITY PLAN

C4.14

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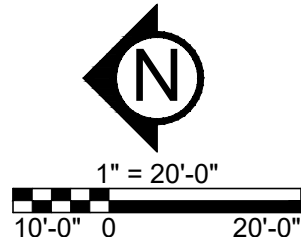
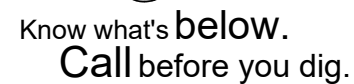
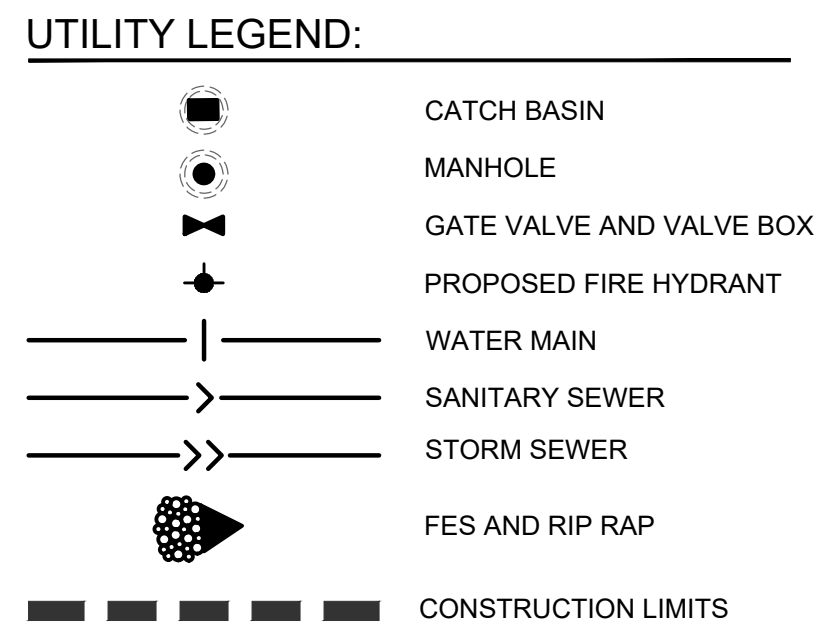

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DRAWN BY	MP RB, AM, MD,JR,MS.
REVIEWED BY	MP RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

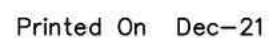
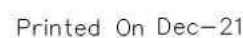
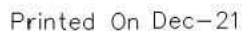
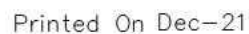
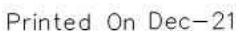
UTILITY PLAN

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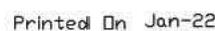
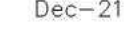
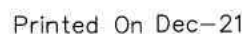
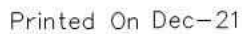
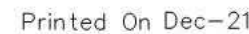


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ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

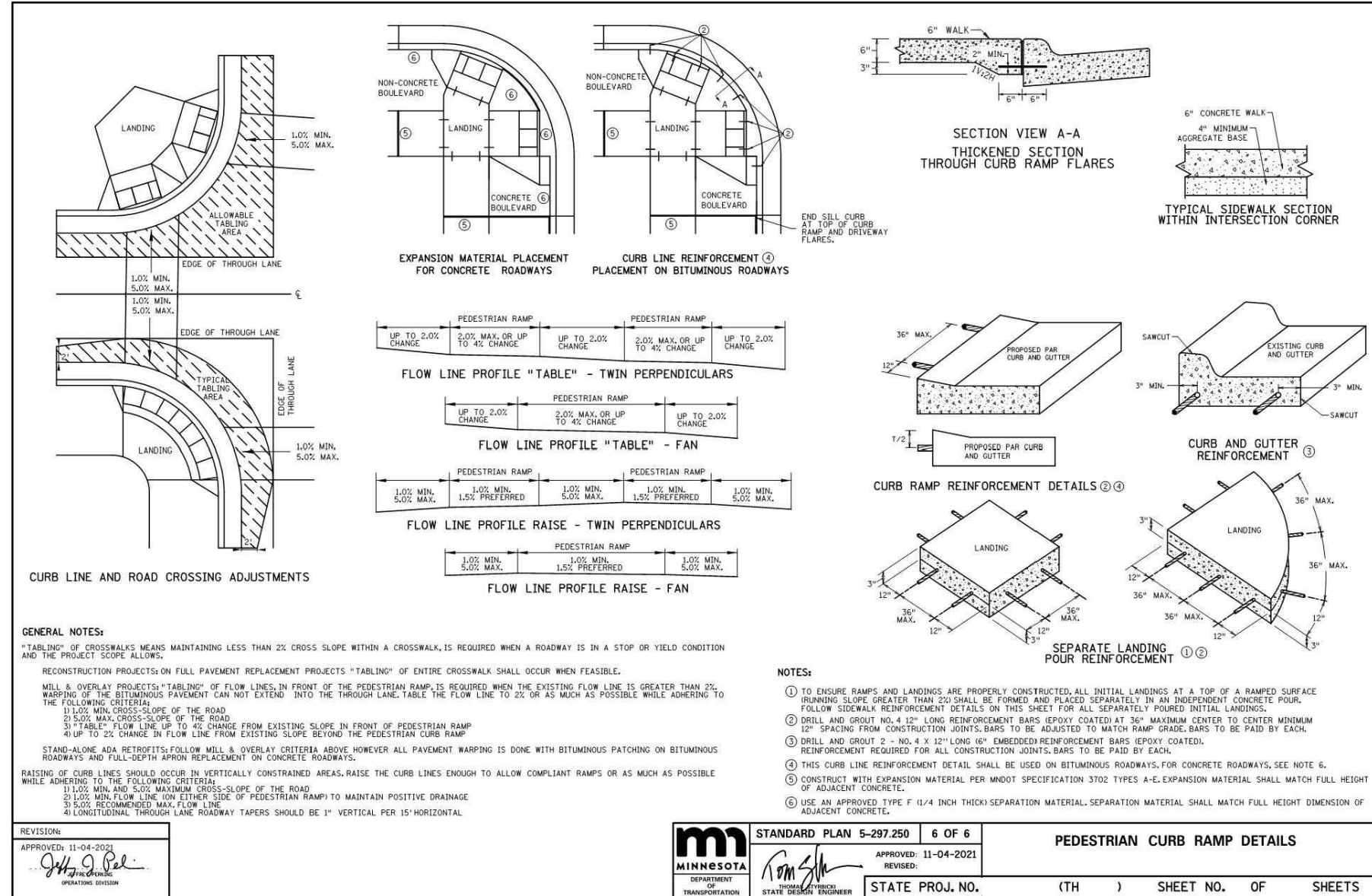
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ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
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6/17/2024	FINAL PLAT / PUD SUBMITTAL

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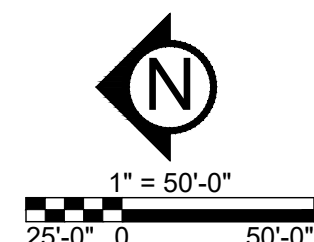
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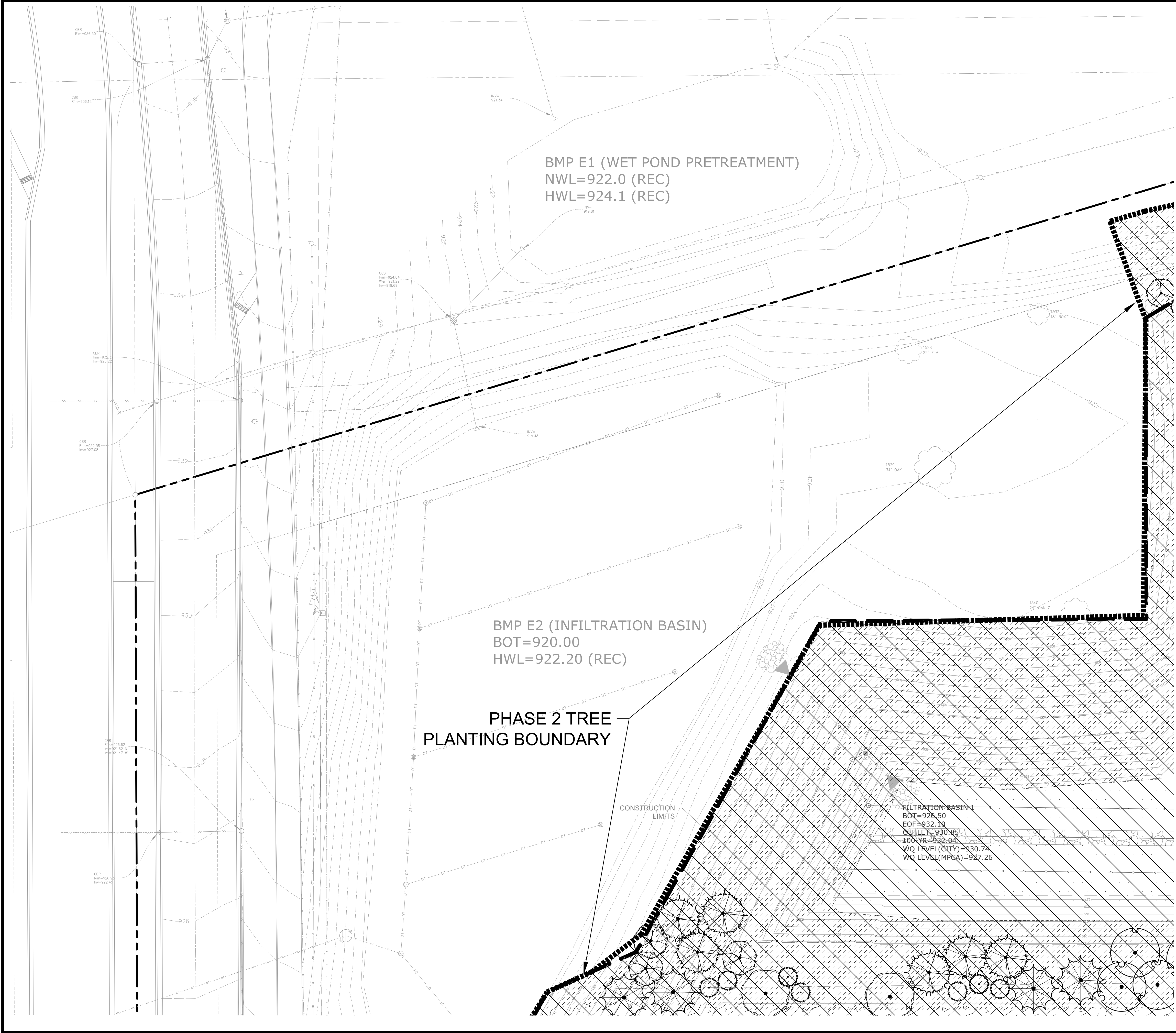


CIVIL DETAILS

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ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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Robert L. Binder

DATE 06/17/2024 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY

DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	CITY RESUBMITTAL

DRAWN BY

MP, RB, AM, MD, JR, MS.

REVIEWED BY

MP, RB

PROJECT MANAGER

MP

PROJECT NUMBER

22131

REVISION SUMMARY

DATE	DESCRIPTION
------	-------------

LANDSCAPE PLAN -
NORTHEAST CORNER

L1.1

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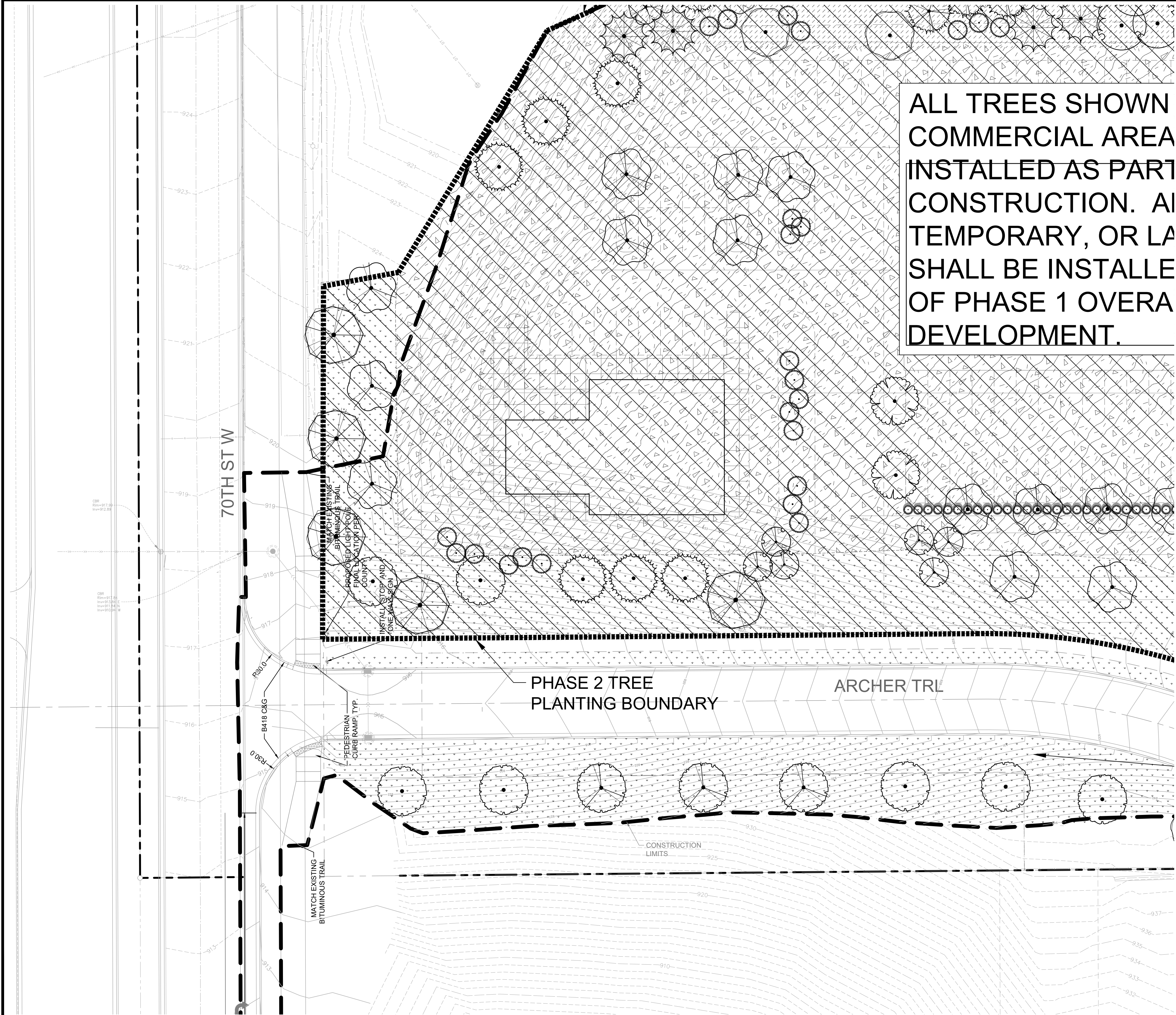
SEE SHEET L1.7 FOR GENERAL
LANDSCAPE, IRRIGATION NOTES
& LEGEND

811

Know what's below.
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1" = 20'-0"
10'-0" 0 20'-0"

N



PRELIMINARY:
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PROJECT
ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS
STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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Robert L. Binder
Robert L. Binder
DATE 06/17/2024 LICENSE NO. 25821

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DRAWN BY	MP, RB, AM, MD, JR, MS.
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	22131

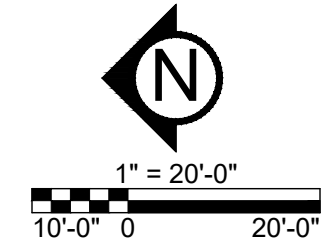
REVISION SUMMARY	
DATE	DESCRIPTION

LANDSCAPE PLAN -
NORTHWEST CORNER

L1.2
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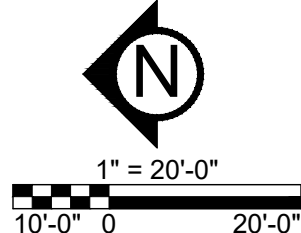
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LANDSCAPE, IRRIGATION NOTES
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STUART DEVELOPMENT CORPORATION

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WN IN THIS
REA SHALL BE
ART OF PHASE 2
I. ALL NATURAL,
R LAWN SEEDING
LLED AS PART
ERALL

THESE STREET TREES ARE PART
OF PHASE 1 TREE PLANTING

PHASE 2 TREE
PLANTING BOUNDARY

ARCHEF

71ST ST W

DRIVE E

W2

W4

W6

W1

W3

W5

A

SEE SHEET L1.7 FOR GENERAL
LANDSCAPE, IRRIGATION NOTES
& LEGEND



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1" = 20'-0"

10'-0" 0 20'-0"

LANDSCAPE PLAN -
WEST CENTER

L1.4

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ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

PROJECT

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6/17/2024	CITY RESUBMITTAL

DRAWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

[illegible]LANDSCAPE PLAN -
WEST CENTER

PROJECT

ARGENTA TRAIL

SOUTHWEST CORNER OF 70TH STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420


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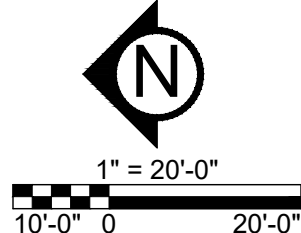
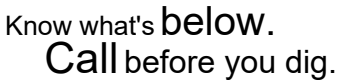
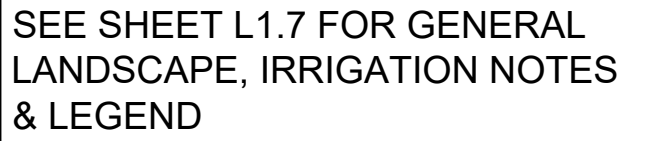
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6/17/2024	CITY RESUBMITTAL

AWN BY	MP, RB, AM, MD, JR, MS,
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

[illegible]LANDSCAPE PLAN -
SOUTHEAST CORNER

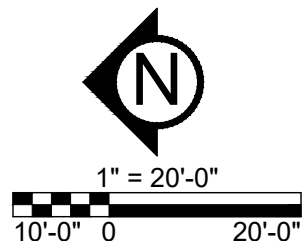
L1.5

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L1.6

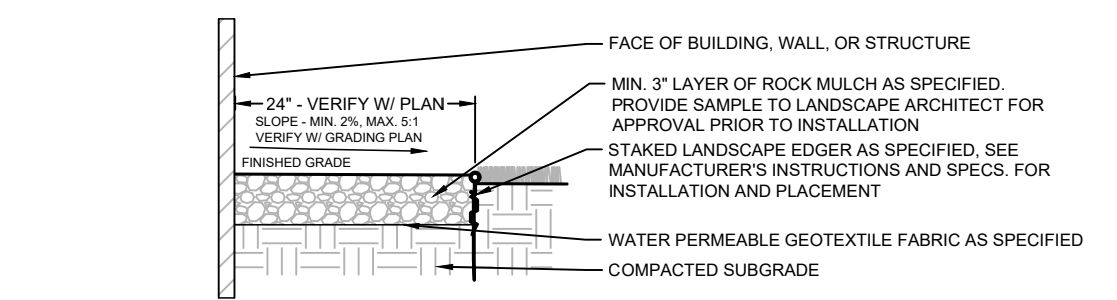


PLANT SCHEDULE NORTH PH 1						
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES						
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	QB	3	Swamp White Oak / Quercus bicolor	2.5" Cal. B&B	NATIVE	Y
	UN	3	New Horizon American Elm / Ulmus americana 'New Horizon'	2.5" Cal. B&B	NATIVE CULTIVAR	Y
		11	SUBTOTAL:			

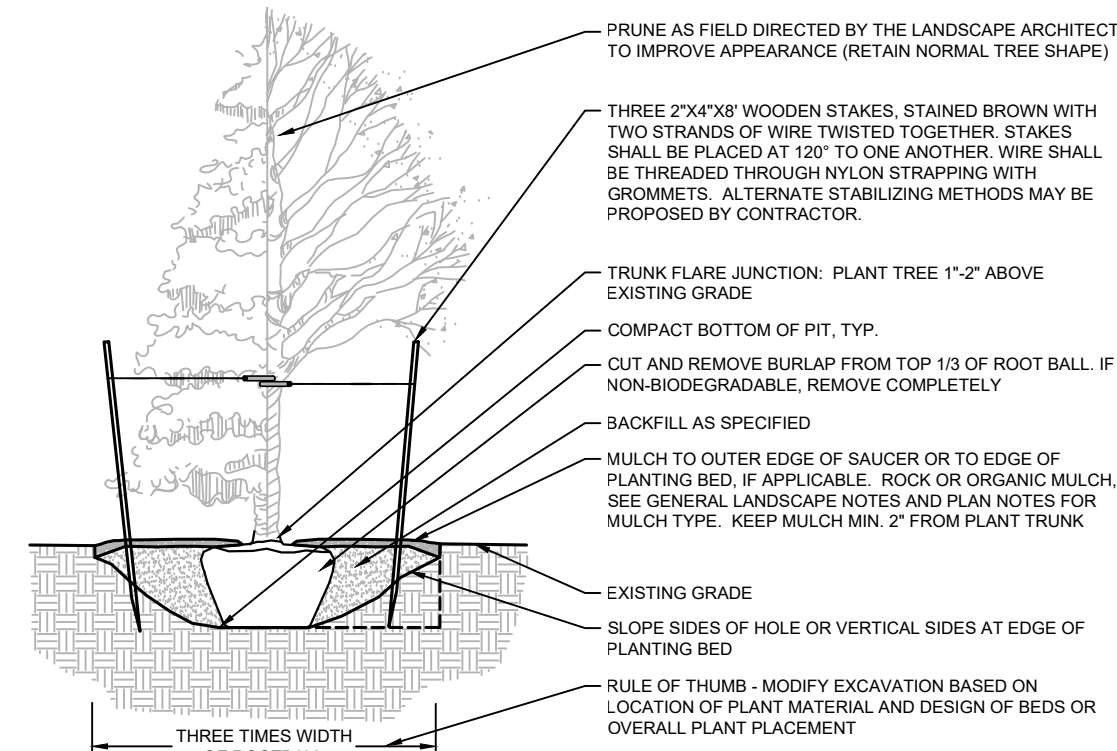
PLANT SCHEDULE NORTH						
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES						
	AN	2	Northwood Red Maple / <i>Acer rubrum</i> 'Northwood'	2.5" Cal. B&B	NATIVE CULTIVAR	Y
	AB2	17	Autumn Blaze Maple / <i>Acer x freemanii</i> 'Jeffersd' TM	2.5" Cal. B&B	NATIVE CULTIVAR	
	BV	8	Prairie Dream Paper Birch / <i>Betula papyrifera</i> 'Varen' TM	2.5" CAL. B&B	NATIVE CULTIVAR	N
	GD	3	Street Keeper Honey Locust / <i>Gleditsia triacanthos</i> 'Draves' TM	2.5" Cal. B&B	NATIVE CULTIVAR	N
	SH	3	Skyline Thornless Honey Locust / <i>Gleditsia triacanthos inermis</i> 'Skycole' TM	2.5" Cal. B&B	NATIVE CULTIVAR	N
	EK	3	Espresso Kentucky Coffeetree / <i>Gymnocladus dioica</i> 'Espresso'	2.5" Cal. B&B	NATIVE CULTIVAR	N
	PP	12	Prairie Gold® Quaking Aspen / <i>Populus tremuloides</i> 'NE Arb'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	QB	3	Swamp White Oak / <i>Quercus bicolor</i>	2.5" Cal. B&B	NATIVE	Y
	QG	10	Top Gun Bur Oak / <i>Quercus macrocarpa</i> 'Top Gun'	2.5" CAL. B&B	NATIVE CULTIVAR	N
	UN	3	New Horizon American Elm / <i>Ulmus americana</i> 'New Horizon'	2.5" Cal. B&B	NATIVE CULTIVAR	Y
		64	SUBTOTAL:			
EVERGREEN TREES						
	JE	30	Eastern Red Cedar / <i>Juniperus virginiana</i>	6' B&B	NATIVE	
	PD	9	Black Hills Spruce / <i>Picea glauca</i> 'Densata'	6' B&B	NATIVE CULTIVAR	
	PB	4	Jack Pine / <i>Pinus banksiana</i>	6' HT. B&B	NATIVE	N
	PR	17	Red Pine / <i>Pinus resinosa</i>	6' HT. B&B	NATIVE	N
		60	SUBTOTAL:			
ORNAMENTAL TREES						
	CV	11	Thornless Cockspur Hawthorn / <i>Crataegus crus-galli inermis</i> TM	1.5" Cal. B&B	NATIVE	Y
	MP	6	Prairifire Crabapple / <i>Malus x 'Prairifire'</i>	1.5" Cal. B&B	NATIVE CULTIVAR	Y
		17	SUBTOTAL:			
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY
SHRUBS						
	SGJ	102	Sea Green Juniper / <i>Juniperus chinensis</i> 'Sea Green'	#5 CONT	NOT NATIVE	N
		102	SUBTOTAL:			

IRRIGATION NOTES:

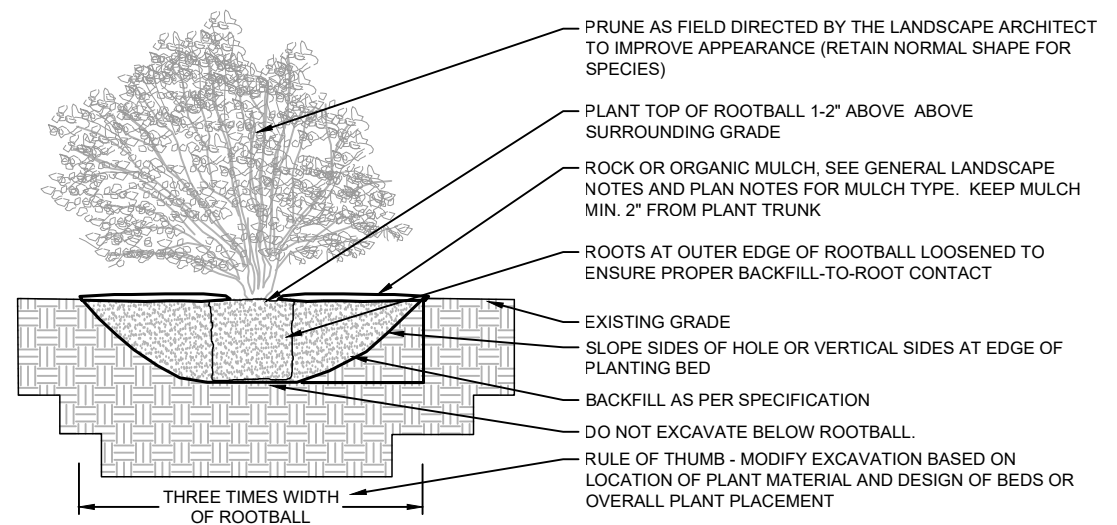
1. ENTIRE SITE SHALL BE FULLY IRRIGATED. THE CONTRACTOR SHALL SUBMIT IRRIGATION SHOP DRAWINGS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
 2. PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
 3. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.
 4. SEE MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS FOR IRRIGATION WATER, METER, AND POWER CONNECTIONS.
 5. CONTRACTOR TO VERIFY LOCATION OF ALL UNDERGROUND/ABOVE GROUND FACILITIES PRIOR TO ANY EXCAVATION/INSTALLATION. ANY DAMAGE TO UNDERGROUND/ABOVE GROUND FACILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COSTS ASSOCIATED WITH CORRECTING DAMAGES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
 6. SERVICE EQUIPMENT AND INSTALLATION SHALL BE PER LOCAL UTILITY COMPANY STANDARDS AND SHALL BE PER NATIONAL AND LOCAL CODES. EXACT LOCATION OF SERVICE EQUIPMENT SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT OR EQUIVALENT AT THE JOB SITE.
 7. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY FOR THE PROPOSED ELECTRICAL SERVICE AND METERING FACILITIES.
 8. IRRIGATION WATER LINE CONNECTION SIZE IS 1-1/2" AT BUILDING. VERIFY WITH MECHANICAL PLANS.
 9. ALL MAIN LINES SHALL BE 18" BELOW FINISHED GRADE.
 10. ALL LATERAL LINES SHALL BE 12" BELLOW FINISHED GRADE.
 11. ALL EXPOSED PVC RISERS, IF ANY, SHALL BE GRAY IN COLOR.
 12. CONTRACTOR SHALL LAY ALL SLEEVES AND CONDUIT AT 2'-0" BELOW THE FINISHED GRADE OF THE TOP OF PAVEMENT. EXTEND SLEEVES TO 2'-0" BEYOND PAVEMENT.
 13. CONTRACTOR SHALL MARK THE LOCATION OF ALL SLEEVES AND CONDUIT WITH THE SLEEVING MATERIAL "ELLED" TO 2'-0" ABOVE FINISHED GRADE AND CAPPED.
 14. FABRICATE ALL PIPE TO MANUFACTURER'S SPECIFICATIONS WITH CLEAN AND SQUARE CUT JOINTS. USE QUALITY GRADE PRIMER AND SOLVENT CEMENT FORMULATED FOR INTENDED TYPE OF CONNECTION.
 15. BACKFILL ALL TRENCHES WITH SOIL FREE OF SHARP OBJECTS AND DEBRIS.
 16. ALL VALVE BOXES AND COVERS SHALL BE BLACK IN COLOR.
 17. GROUP VALVE BOXES TOGETHER FOR EASE WHEN SERVICE IS REQUIRED. LOCATE IN PLANT BED AREAS WHENEVER POSSIBLE.
 18. IRRIGATION CONTROLLER LOCATION SHALL BE VERIFIED ON-SITE WITH OWNER'S REPRESENTATIVE.
 19. CONTROL WIRES: 14 GAUGE DIRECT BURIAL, SOLID COPPER IRRIGATION WIRE. RUN UNDER MAIN LINE. USE MOISTURE-PROOF SPLICES AND SPLICE ONLY AT VALVES OR PULL BOXES. RUN SEPARATE HOT AND COMMON WIRE TO EACH VALVE AND ONE (1) SPARE WIRE AND GROUND TO FURTHEST VALVE FROM CONTROLLER. LABEL OR COLOR CODE ALL WIRES.
 20. AVOID OVER SPRAY ON BUILDINGS, PAVEMENT, WALLS AND ROADWAYS BY INDIVIDUALLY ADJUSTING RADIUS OR ARC ON SPRINKLER HEADS AND FLOW CONTROL ON AUTOMATIC VALVE.
 21. ADJUST PRESSURE REGULATING VALVES FOR OPTIMUM PRESSURE ON SITE.
 22. USE SCREENS ON ALL HEADS.
 23. A SET OF AS-BUILT DRAWINGS SHALL BE MAINTAINED ON-SITE AT ALL TIMES IN AN UPDATED CONDITION.
 24. ALL PIPE 3" AND OVER SHALL HAVE THRUST BLOCKING AT EACH TURN.
 25. ALL AUTOMATIC REMOTE CONTROL VALVES WILL HAVE 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL UNDERNEATH VALVE AND VALVE BOX. GRAVEL SHALL EXTENT 3" BEYOND PERIMETER OF VALVE BOX.
 26. THERE SHALL BE 3" MINIMUM SPACE BETWEEN BOTTOM OF VALVE BOX COVER AND TOP OF VALVE STRUCTURE.



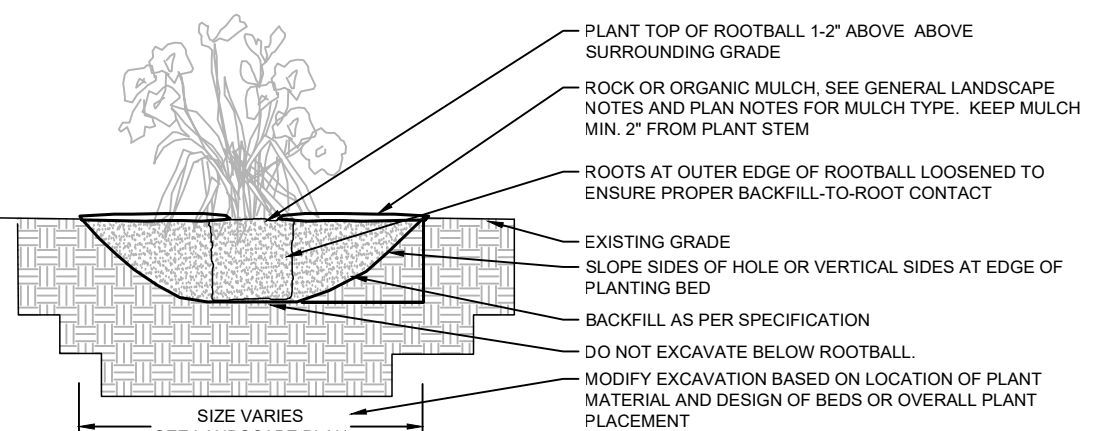
1 AGGREGATE MAINTENANCE STRIP



2 DECIDUOUS & CONIFEROUS TREE PLANTING



3 DECIDUOUS & CONIFEROUS SHRUB PLANTING



4 PERENNIAL BED PLANTING

MULCH SCHEDULE				
AREA	MULCH TYPE	EDGING	FABRIC	REMARKS
TREE RINGS	4" DEPTH, SHREDDED CEDAR	YES	NO	SEE DETAIL SHT. L.1
PLANTING BEDS	1-1/2" CRUSHED LIMESTONE, 4" DEPTH,	YES	NO	
MAINT. STRIP AT BUILDING FOUNDATION	1-1/2" CRUSHED LIMESTONE, 4" DEPTH,	YES	YES	SEE DETAIL SHT. L.1
MAINT. STRIP BETWEEN DRIVEWAYS	2"4" CRUSHED LIMESTONE, 4" DEPTH,	YES	YES	SEE DETAIL SHT. L.1
NATIVE SEED AREAS	STRAW MULCH	NO	NO	INSTALL PER SEED SUPPLIER SPECS., SEE GRADING PLAN AND SPECS. FOR SLOPE BLANKET AND STABILIZATION, COORD. WITH GRADING CONTRACTOR

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

NOTE: COORDINATE ALL MULCH AND PLANTING BED MATERIAL PRIOR TO INSTALLATION, PROVIDE SAMPLES AND SHOP DRAWINGS/PHOTOS/DATA SHEETS OF ALL MATERIALS

PLANT SCHEDULE SOUTH

SYMBOL	CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY
TREES						
	AN	Northwood Red Maple / <i>Acer rubrum</i> 'Northwood'	40	2.5" Cal. B&B	NATIVE CULTIVAR	Y
	BV	Prairie Dream Paper Birch / <i>Betula papyrifera</i> 'Varen' TM	10	2.5" CAL. B&B	NATIVE CULTIVAR	N
	GD	Street Keeper Honey Locust / <i>Gleditsia triacanthos</i> 'Draves' TM	12	2.5" Cal. B&B	NATIVE CULTIVAR	N
	EK	Espresso Kentucky Coffeetree / <i>Gymnocladus dioica</i> 'Espresso'	11	2.5" Cal. B&B	NATIVE CULTIVAR	N
SUBTOTAL:			73			

EVERGREEN TREES

	JE	Eastern Red Cedar / Juniperus virginiana	118	6' B&B	NATIVE	
	PD	Black Hills Spruce / Picea glauca 'Densata'	7	6' B&B	NATIVE CULTIVAR	
	WP	White Pine / Pinus strobus	37	6' B&B	NATIVE	
		SUBTOTAL:	162			

ORNAMENTAL TREES

	CV	Thornless Cockspur Hawthorn / Crataegus crus-galli inermis TM	12	1.5" Cal. B&B	NATIVE	Y
	MP	Prairifire Crabapple / Malus x 'Prairifire'	10	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	MPS	Professor Sprenger Crabapple / Malus x 'Professor Sprenger'	25	1.5" Cal. B&B	NATIVE CULTIVAR	Y
	MB	Red Barron Crabapple / Malus x 'Red Barron'	42	1.5" Cal. B&B	NOT NATIVE	Y
	SI	Ivory Silk Japanese Tree Lilac / Syringa reticulata 'Ivory Silk'	36	1.5" Cal. B&B	NOT NATIVE	Y
		SUBTOTAL:	125			

SYMBOL

SHRUBS						
o	DL	Dwarf Bush Honeysuckle / Diervilla lonicera	255	#5 CONT	NATIVE	Y
o	HA	Annabelle Hydrangea / Hydrangea arborescens 'Annabelle'	18	#5 CONT	NOT NATIVE	Y
o	SGJ	Sea Green Juniper / Juniperus chinensis 'Sea Green'	14	#5 CONT	NOT NATIVE	N
o	JM2	Medora Juniper / Juniperus scopulorum 'Medora'	23	#5 CONT	NOT NATIVE	N
o	RE	Como Park Easy Elegance Rose / Rosa x 'BAlark' TM	328	#5 CONT	NOT NATIVE	Y
SUBTOTAL:			638			

GRASSES

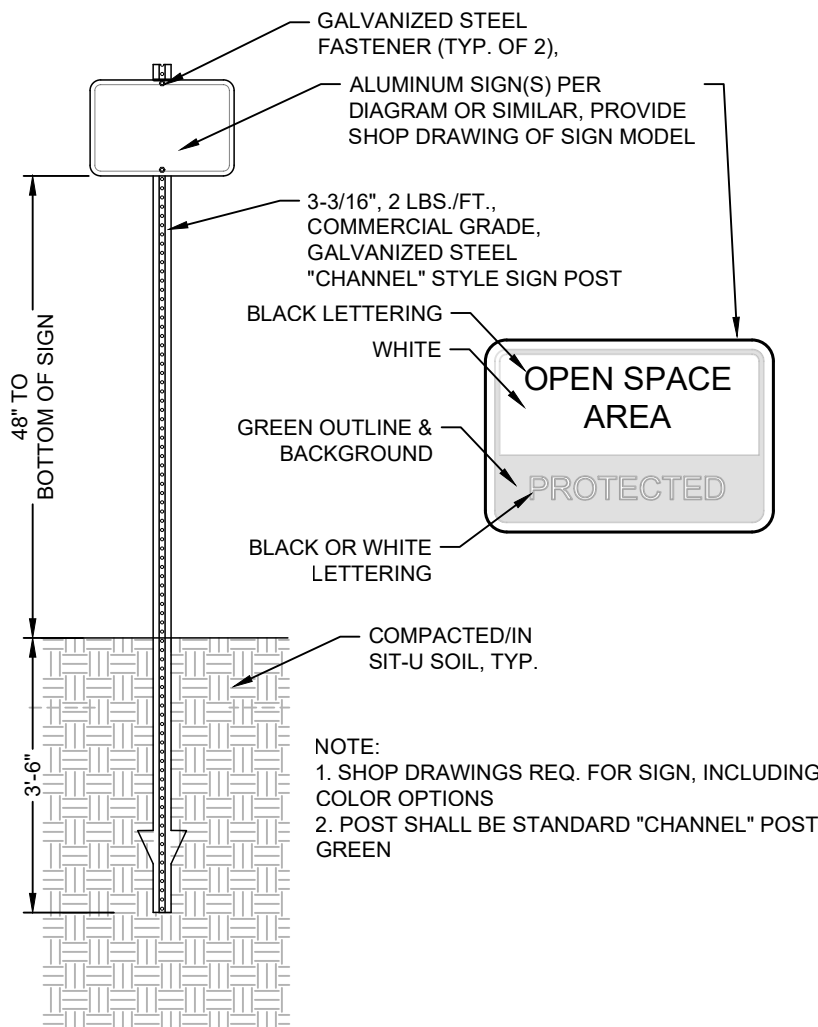
•	CK	Feather Reed Grass / Calamagrostis x acutimora Karl Foerster	735	#1 CONT	NOT NATIVE	N
•	HA2	All Gold Japanese Forest Grass / Hakonechloa macra 'All Gold'	36	#1 CONT	NOT NATIVE	N
		SUBTOTAL:	771			

PERENNIALS

•	HA3	Daylily / Hemerocallis x Chicago Apache	647	#1 CONT	NOT NATIVE	Y
		SUBTOTAL:	647			

LANDSCAPE NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. SEE MULCH SCHEDULE FOR MULCH AND GROUND COVER PROTECTION AS SPECIFIED
3. IF SHOWN ON PLAN, RANDOM SIZED LIMESTONE BOULDERS COLOR AND SIZE TO COMPLIMENT NEW LANDSCAPING. OWNER TO APPROVE BOULDER SAMPLES PRIOR TO INSTALLATION.
4. PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DISFIGURATION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING PLUMPNESS OF PLANT MATERIAL FOR DURATION OF ACCEPTANCE PERIOD.
5. UPON DISCOVERY OF A DISCREPANCY BETWEEN THE QUANTITY OF PLANTS SHOWN ON THE SCHEDULE AND THE QUANTITY SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.
6. CONDITION OF VEGETATION SHALL BE MONITORED BY THE LANDSCAPE ARCHITECT THROUGHOUT THE DURATION OF THE CONTRACT. LANDSCAPE MATERIALS PART OF THE CONTRACT SHALL BE WARRANTED FOR TWO (2) FULL GROWING SEASONS FROM SUBSTANTIAL COMPLETION DATE.
7. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE 6" LAYER TOPSOIL AND SOD AS SPECIFIED UNLESS OTHERWISE NOTED ON THE DRAWINGS.
8. COORDINATE LOCATION OF VEGETATION WITH UNDERGROUND AND OVERHEAD UTILITIES, LIGHTING FIXTURES, DOORS AND WINDOWS. CONTRACTOR SHALL STAKE IN THE FIELD FINAL LOCATION OF TREES AND SHRUBS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
9. ALL PLANT MATERIALS SHALL BE WATERED AND MAINTAINED UNTIL ACCEPTANCE.
10. REPAIR AT NO COST TO OWNER ALL DAMAGE RESULTING FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
11. SWEEP AND MAINTAIN ALL PAVED SURFACES FREE OF DEBRIS GENERATED FROM LANDSCAPE CONTRACTOR'S ACTIVITIES.
12. PROVIDE SITE WIDE IRRIGATION SYSTEM DESIGN AND INSTALLATION. SYSTEM SHALL BE FULLY PROGRAMMABLE AND CAPABLE OF ALTERNATE DATE WATERING. THE SYSTEM SHALL PROVIDE HEAD TO HEAD OR DRIP COVERAGE AND BE CAPABLE OF DELIVERING ONE INCH OF PRECIPITATION PER WEEK. SYSTEM SHALL EXTEND INTO THE PUBLIC RIGHT-OF-WAY TO THE EDGE OF PAVEMENT/BACK OF CURB.
13. CONTRACTOR SHALL SECURE APPROVAL OF PROPOSED IRRIGATION SYSTEM INCLUDING PRICING FROM OWNER, PRIOR TO INSTALLATION.



SIGN - OPEN SPACE W/POST

NTS

PLANTING SEASON SCHEDULE			
SEASON	CONIFEROUS	DECIDUOUS	REMARKS
SPRING PLANTING	APRIL 15 - JUNE 15	APRIL 15 - JUNE 15	
FALL PLANTING	AUGUST 21 - SEPTEMBER 30	AUGUST 15 - NOVEMBER 15	
NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.			

NOTE: ADJUSTMENTS TO PLANTING DATES MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

**PRELIMINARY:
NOT FOR
CONSTRUCTION**

ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

STUART DEVELOPMENT CORPORATION

1000 WEST 90TH STREET MINNEAPOLIS MN 55420

PROJECT

I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A DULY
LICENSED LANDSCAPE ARCHITECT UNDER
THE LAWS OF THE STATE OF MINNESOTA.


Robert L. Binder
DATE 06/17/2024 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PUD SUBMITTAL

[illegible]LANDSCAPE PLAN
NOTES & DETAILS

L1.7

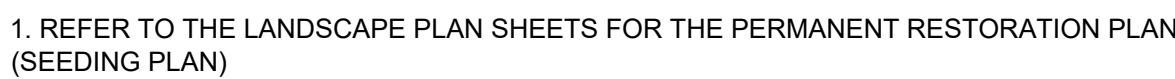
STUART DEVELOPMENT CORPORATION


Matthew R. Pavak
DATE 06/17/2024 LICENSE NO. 44263

DRAWN BY	MP, RB, AM, MD, JR, MS.
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	23131

SWPPP - EXISTING CONDITIONS

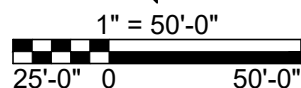
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1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

	EX. 1' CONTOUR ELEVATION INTERVAL
	DRAINAGE ARROW
	SILT FENCE / BIOROLL - GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
ARGENTA TRAIL
SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS
STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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.

Matthew R. Pavek
DATE 06/17/2024 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PLUD
11/20/2023	PRELIMINARY PLAT/PLUD RESUBMITTAL
6/7/2024	PRICING SET
6/17/2024	FINAL PLAT / PLUD SUBMITTAL

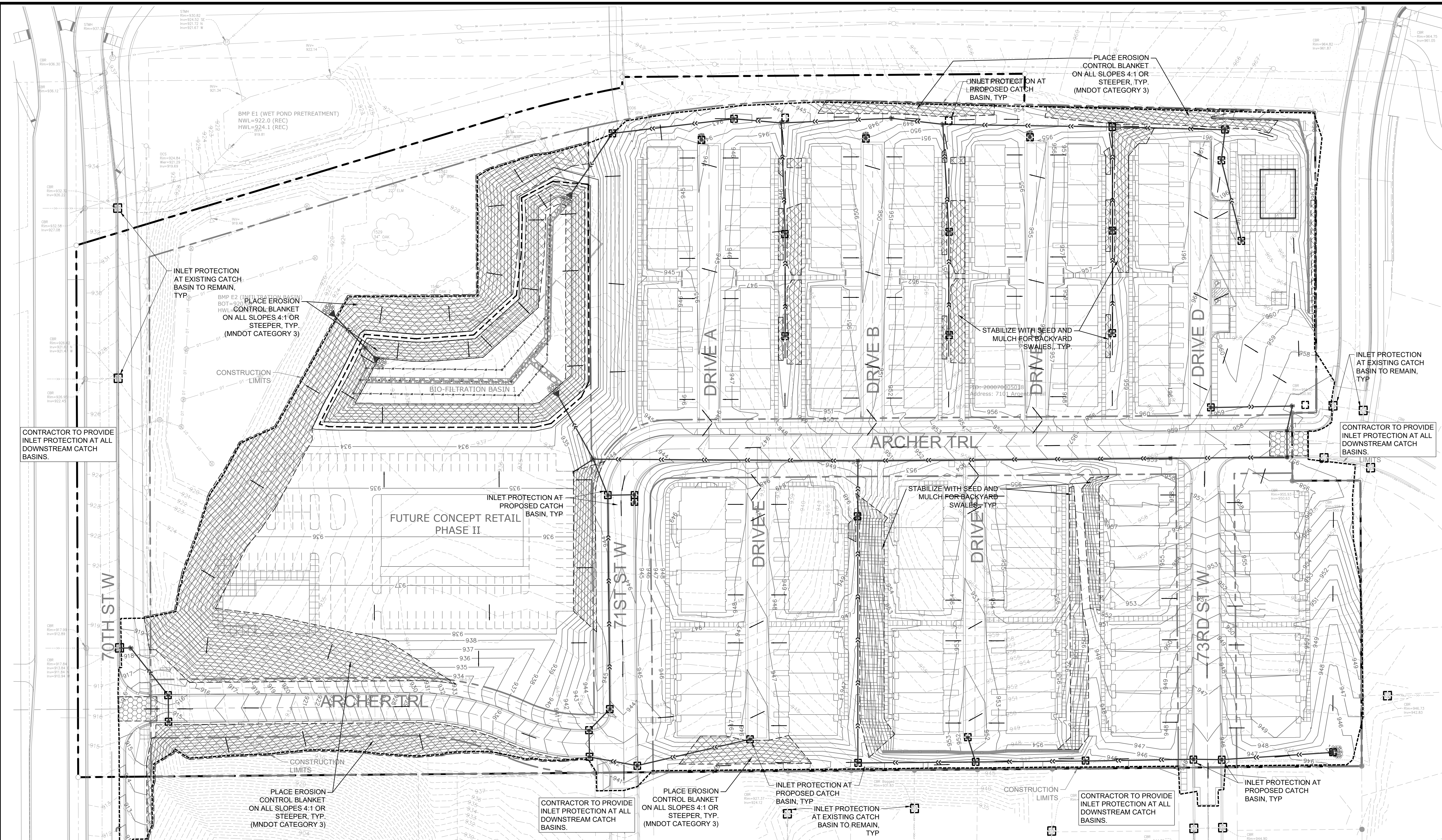
DRAWN BY	MP, RB, AM, MD, JR, MS.
REVIEWED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	22131

REVISION SUMMARY	
DATE	DESCRIPTION

SWPPP - PROPOSED
CONDITIONS

SW1.1

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CITY OF INVER GROVE HEIGHTS EROSION CONTROL NOTES:

1. REFER TO THE LANDSCAPE PLAN SHEETS FOR THE PERMANENT RESTORATION PLAN (SEEDING PLAN)

SWPPP NOTES:

1. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
2. THIS PROJECT IS GREATER THAN ONE ACRE AND WILL REQUIRE AN MPCA NPDES PERMIT. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY EROSION CONTROL PERMITS REQUIRED BY THE CITY.
3. SEE SHEETS SW1.0 - SW1.5 FOR ALL EROSION CONTROL NOTES, DESCRIPTIONS, AND PRACTICES.
4. SEE GRADING PLAN FOR ADDITIONAL GRADING AND EROSION CONTROL NOTES.
5. CONTRACTOR IS RESPONSIBLE FOR SWPPP IMPLEMENTATION, INSPECTIONS, AND COMPLIANCE WITH NPDES PERMIT.

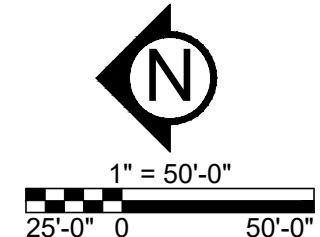
ALL SPECIFIED EROSION AND SEDIMENT CONTROL PRACTICES, AND MEASURES CONTAINED IN THIS SWPPP ARE THE MINIMUM REQUIREMENTS. ADDITIONAL PRACTICES MAY BE REQUIRED DURING THE COURSE OF CONSTRUCTION.

LEGEND:

- 1125 --- EX. 1' CONTOUR ELEVATION INTERVAL
- 1137 --- 1.0' CONTOUR ELEVATION INTERVAL
- DRAINAGE ARROW
- SILT FENCE / BIOROLL - GRADING LIMIT
- INLET PROTECTION
- STABILIZED CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET
- STABILIZE WITH SEED AND MULCH



Know what's below.
Call before you dig.



THE CONTRACTOR AND ALL SUBCONTRACTORS INVOLVED WITH A CONSTRUCTION ACTIVITY THAT DISTURBS SITE SOIL OR WHO IMPLEMENT A POLLUTANT CONTROL MEASURE IDENTIFIED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (DATED AUGUST 1, 2018 & MNR100001) AND ANY LOCAL GOVERNING AGENCY HAVING JURISDICTION CONCERNING EROSION AND SEDIMENTATION CONTROL.

STORMWATER DISCHARGE DESIGN REQUIREMENTS

SWPPP

THE NATURE OF THIS PROJECT WILL BE CONSISTENT WITH WHAT IS REPRESENTED IN THIS SET OF CONSTRUCTION PLANS AND SPECIFICATIONS. SEE THE SWPPP PLAN SHEETS AND SWPPP NARRATIVE (ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE) FOR ADDITIONAL, SITE SPECIFIC SWPPP INFORMATION. THE PLANS SHOW LOCATIONS AND TYPES OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S. STANDARD DETAILS ARE ATTACHED TO THIS SWPPP DOCUMENT.

THE INTENDED SEQUENCING OF MAJOR CONSTRUCTION ACTIVITIES IS AS FOLLOWS:

1. INSTALL STABILIZED ROCK CONSTRUCTION ENTRANCE
2. INSTALLATION OF SILT FENCE AROUND SITE
3. INSTALL ORANGE CONSTRUCTION FENCING AROUND INFILTRATION AREAS
4. INSTALL INLET PROTECTION AT ALL ADJACENT AND DOWNSTREAM CATCH BASINS
5. CLEAR AND GRUB FOR TEMPORARY SEDIMENT BASIN / POND INSTALL
6. CONSTRUCT TEMPORARY SEDIMENT BASIN / POND (SECTION 14)
7. PERFORM GRUB REMAINDER OF SITE
8. STRIP AND STOCKPILE TOPSOIL
9. ROUGH GRADING OF SITE
10. STABILIZE DENUDED AREAS AND STOCKPILES
11. INSTALL SANITARY SEWER, WATER MAIN STORM SEWER AND SERVICES
12. INSTALL SILT FENCE / INLET PROTECTION AROUND CBS
13. INSTALL STREET SECTION
14. INSTALL CURB AND GUTTER
15. BITUMINOUS ON STREETS
16. FINAL GRADE BOULEVARD, INSTALL SEED AND MULCH
17. REMOVE ACCUMULATED SEDIMENT FROM BASIN / POND
18. FINAL GRADE POND / INFILTRATION BASINS (DO NOT COMPACT SOILS IN INFILTRATION AREAS.)
19. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED BY EITHER SEED OR SOIL/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

RECORDS RETENTION:

THE SWPPP (ORIGINAL OR COPIES) INCLUDING, ALL CHANGES TO IT, AND INSPECTIONS AND MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE PERMITTEE WHO HAS OPERATIONAL CONTROL OF THE PORTION OF THE SITE. THE SWPPP AND THE SITE IS STABILIZED BY EITHER SEED OR SOIL/LANDSCAPING, REMOVE SILT FENCE AND RESEED ANY AREAS DISTURBED BY THE REMOVAL.

ALL OWNER(S) MUST KEEP THE SWPPP, ALONG WITH THE FOLLOWING ADDITIONAL RECORDS, ON FILE FOR THREE (3) YEARS AFTER SUBMITTAL OF THE NOT AS OUTLINED IN SECTION 4. THIS DOES NOT INCLUDE ANY RECORDS AFTER SUBMITTAL OF THE NOT.

1. THE FINAL SWPPP;
2. ANY OTHER STORMWATER RELATED PERMITS REQUIRED FOR THE PROJECT;
3. RECORDS OF ALL INSPECTION AND MAINTENANCE CONDUCTED DURING CONSTRUCTION (SEE SECTION 11, INSPECTIONS AND MAINTENANCE);
4. ALL PERMANENT OPERATION AND MAINTENANCE AGREEMENTS THAT HAVE BEEN IMPLEMENTED, INCLUDING ALL RIGHT OF WAY, CONTRACTS, COVENANTS AND OTHER BINDING REQUIREMENTS REGARDING PERPETUAL MAINTENANCE; AND
5. ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS.

SWPPP IMPLEMENTATION RESPONSIBILITIES:

1. THE OWNER AND CONTRACTOR ARE PERMITTEE(S) AS IDENTIFIED BY THE NPDES PERMIT.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ON-SITE IMPLEMENTATION OF THE SWPPP, INCLUDING THE ACTIVITIES OF ALL OF THE CONTRACTOR'S SUBCONTRACTORS.
3. CONTRACTOR SHALL PROVIDE A PERSON(S) KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S TO OVERSEE ALL INSTALLATION AND MAINTENANCE OF BMP'S AND IMPLEMENTATION OF THE SWPPP.
4. CONTRACTOR SHALL PROVIDE PERSON(S) MEETING THE TRAINING REQUIREMENTS OF THE NPDES PERMIT TO CONDUCT INSPECTION AND MAINTENANCE OF ALL EROSION PREVENTION AND SEDIMENT CONTROL BMP'S IN ACCORDANCE WITH THE REQUIREMENTS OF THE PERMIT. ONE OF THESE INDIVIDUAL(S) MUST BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY MPCA. CONTRACTOR SHALL PROVIDE TRAINING DOCUMENTATION FOR THESE INDIVIDUAL(S) AS REQUIRED BY THE NPDES PERMIT. THIS TRAINING DOCUMENTATION SHALL BE RECORDED IN OR WITH THE SWPPP BEFORE THE START OF CONSTRUCTION OR AS SOON AS THE PERSONNEL FOR THE PROJECT HAVE BEEN DETERMINED. DOCUMENTATION SHALL INCLUDE:
 - 4.1. NAMES OF THE PERSONNEL ASSOCIATED WITH THE PROJECT THAT ARE REQUIRED TO BE TRAINED PER SECTION 21 OF THE PERMIT.
 - 4.2. DATES OF TRAINING AND NAME OF INSTRUCTOR AND ENTITY PROVIDING TRAINING.
 - 4.3. CONTENT OF TRAINING COURSE OR WORKSHOP INCLUDING THE NUMBER OF HOURS OF TRAINING.
5. FOLLOWING FINAL STABILIZATION AND THE TERMINATION OF COVERAGE FOR THE NPDES PERMIT, THE OWNER IS EXPECTED TO FURNISH LONG TERM OPERATION AND MAINTENANCE (O & M) OF THE PERMANENT STORM WATER MANAGEMENT SYSTEM.

CONSTRUCTION ACTIVITY REQUIREMENTS

SWPPP AMENDMENTS (SECTION 6):

1. ONE OF THE INDIVIDUALS DESCRIBED IN ITEM 21.2 A OR ITEM 21.2 B OR ANOTHER QUALIFIED INDIVIDUAL MUST COMPLETE ALL SWPPP CHANGES. CHANGES INVOLVING THE USE OF A LESS STRINGENT BMP MUST INCLUDE A JUSTIFICATION DESCRIBING HOW THE REPLACEMENT BMP IS EFFECTIVE FOR THE SITE CHARACTERISTICS.
2. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS HAVING A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
3. PERMITTEES MUST AMEND THE SWPPP TO INCLUDE ADDITIONAL OR MODIFIED BMP'S AS NECESSARY TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER INSPECTIONS OR INVESTIGATIONS BY THE SITE OWNER OR OPERATOR, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDANCES (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.

BMP SELECTION AND INSTALLATION (SECTION 7):

1. PERMITTEES MUST SELECT, INSTALL, AND MAINTAIN THE BMP'S IDENTIFIED IN THE SWPPP AND IN THIS PERMIT IN AN APPROPRIATE AND FUNCTIONAL MANNER AND IN ACCORDANCE WITH RELEVANT MANUFACTURER SPECIFICATIONS AND ACCEPTED ENGINEERING PRACTICES.

EROSION PREVENTION (SECTION 8):

1. BEFORE WORK BEGINS, PERMITTEES MUST DELINEATE THE LOCATION OF AREAS NOT TO BE DISTURBED.
2. PERMITTEES MUST MINIMIZE THE NEED FOR DISTURBANCE OF PORTIONS OF THE PROJECT WITH STEEP SLOPES. WHEN STEEP SLOPES MUST BE DISTURBED, PERMITTEES MUST USE TECHNIQUES SUCH AS PHASING AND STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES (E.G., SLOPE DRAINING AND TERRACING).
3. PERMITTEES MUST STABILIZE ALL EXPOSED SOIL AREAS, INCLUDING STOCKPILES. STABILIZATION MUST BE INITIATED IMMEDIATELY TO LIMIT SOIL EROSION WHEN CONSTRUCTION ACTIVITY HAS PERMANENTLY OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. STABILIZATION MUST BE COMPLETED NO LATER THAN 14 CALENDAR DAYS AFTER THE CONSTRUCTION ACTIVITY HAS CEASED. STABILIZATION IS NOT REQUIRED ON CONSTRUCTED BASE COMPONENTS OF ROADS, PARKING LOTS AND SIMILAR SURFACES. STABILIZATION IS NOT REQUIRED ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY OR ORGANIC COMPONENTS (E.G., CLEAN AGGREGATE STOCKPILES, DEMOLITION CONCRETE STOCKPILES, SAND STOCKPILES) BUT PERMITTEES MUST PROVIDE SEDIMENT CONTROLS AT THE BASE OF THE STOCKPILE.
4. FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE, AND THAT DRAIN TO THESE WATERS, WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.
5. PERMITTEES MUST STABILIZE THE NORMAL WETTED PERIMETER OF THE LAST 200 LINEAR FEET OF TEMPORARY OR PERMANENT DRAINAGE DITCHES OR SWALES THAT DRAIN WATER FROM THE SITE WITHIN 24 HOURS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE. PERMITTEES MUST COMPLETE STABILIZATION OF REMAINING PORTIONS OF TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER OR PROPERTY EDGE AND CONSTRUCTION IN THAT PORTION OF THE DITCH TEMPORARILY OR PERMANENTLY CEASES.
6. TEMPORARY OR PERMANENT DITCHES OR SWALES BEING USED AS A SEDIMENT CONTAINMENT SYSTEM DURING CONSTRUCTION (WITH PROPERLY DESIGNED ROCK-DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. PERMITTEES MUST STABILIZE THESE AREAS WITHIN 24 HOURS AFTER THEIR USE AS A SEDIMENT CONTAINMENT SYSTEM CEASES
7. PERMITTEES MUST NOT USE MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION

PREVENTION PRACTICES WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE SECTION WITH A CONTINUOUS SLOPE OF GREATER THAN 2 PERCENT.

8. PERMITTEES MUST PROVIDE TEMPORARY OR PERMANENT ENERGY DISSIPATION AT ALL PIPE OUTLETS WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER OR PERMANENT STORMWATER TREATMENT SYSTEM.
9. PERMITTEES MUST NOT DISTURB MORE LAND (I.E., PHASING) THAN CAN BE EFFECTIVELY INSPECTED AND MAINTAINED IN ACCORDANCE WITH SECTION 11.

SEDIMENT CONTROL (SECTION 9):

1. PERMITTEES MUST ESTABLISH SEDIMENT CONTROL BMP'S ON ALL DOWNGRADIENT PERIMETERS OF THE SITE AND DOWNGRADIENT AREAS OF THE SITE THAT DRAIN TO ANY SURFACE WATER, INCLUDING CURB AND GUTTER SYSTEMS. PERMITTEES MUST LOCATE SEDIMENT CONTROL PRACTICES UPGRADIENT OF ANY BUFFER ZONES. PERMITTEES MUST INSTALL SEDIMENT CONTROL PRACTICES BEFORE ANY UPGRADIENT LAND-DISTURBING ACTIVITIES BEGIN AND MUST KEEP THE SEDIMENT CONTROL PRACTICES IN PLACE UNTIL THEY ESTABLISH PERMANENT COVER.
2. IF DOWNGRADIENT SEDIMENT CONTROLS ARE OVERLOADED, BASED ON FREQUENT FAILURE OR EXCESSIVE MAINTENANCE REQUIREMENTS, PERMITTEES MUST INSTALL ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMP'S TO ELIMINATE THE OVERLOADING AND AMEND THE SWPPP TO IDENTIFY THESE ADDITIONAL PRACTICES AS REQUIRED IN ITEM 6.3.
3. TEMPORARY OR PERMANENT DRAINAGE DITCHES AND SEDIMENT BASINS DESIGNED AS PART OF A SEDIMENT CONTAINMENT SYSTEM (E.G., DITCHES WITH ROCK-CHECK DAMS) REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS.
4. A FLOATING SILT CURTAIN PLACED IN THE WATER IS NOT A SEDIMENT CONTROL BMP TO SATISFY ITEM 9.2 EXCEPT WHEN WORKING ON A SHORELINE OR BELOW THE WATERLINE. IMMEDIATELY AFTER THE SHORT TERM CONSTRUCTION ACTIVITY (E.G., INSTALLATION OF RIP RAP ALONG THE SHORELINE) IN THAT AREA IS COMPLETE, PERMITTEES MUST INSTALL AN UPLAND PERIMETER CONTROL PRACTICE IF EXPOSED SOILS STILL DRAIN TO A SURFACE WATER.
5. PERMITTEES MUST RE-INSTALL ALL SEDIMENT CONTROL PRACTICES ADJUSTED OR REMOVED TO ACCOMMODATE SHORT-TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IS COMPLETED, PERMITTEES MUST RE-INSTALL SEDIMENT CONTROL PRACTICES BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE SHORT-TERM ACTIVITY IS NOT COMPLETE.
6. PERMITTEES MUST PROTECT ALL STORM DRAIN INLETS USING APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL THEY ESTABLISH PERMANENT COVER ON ALL AREAS WITH POTENTIAL FOR DISCHARGING TO THE INLET.
7. PERMITTEES MAY REMOVE INLET PROTECTION FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (E.G. STREET FLOODING/FREEZING) IS IDENTIFIED BY THE PERMITTEES OR THE JURISDICTIONAL AUTHORITY (E.G., CITY/COUNTY/TOWNSHIP/MINNESOTA DEPARTMENT OF TRANSPORTATION ENGINEER). PERMITTEES MUST DOCUMENT THE NEED FOR REMOVAL IN THE SWPPP.
8. PERMITTEES MUST PROVIDE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AT THE BASE OF STOCKPILES ON THE DOWNGRADIENT PERIMETER.
9. PERMITTEES MUST LOCATE STOCKPILES OUTSIDE OF NATURAL BUFFERS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCE SUCH AS CURB AND GUTTER SYSTEMS UNLESS THERE IS A BUFFER ZONE IN PLACE FOR THE STOCKPILE.
10. PERMITTEES MUST INSTALL A VEHICLE TRACKING BMP TO MINIMIZE THE TRACK OUT OF SEDIMENT FROM THE CONSTRUCTION SITE OR ONTO PAVED ROADS WITHIN THE SITE.
11. PERMITTEES MUST USE STREET SWEEPING IF VEHICLE TRACKING BMP'S ARE NOT ADEQUATE TO PREVENT SEDIMENT TRACKING ONTO THE STREET.
12. PERMITTEES MUST INSTALL TEMPORARY SEDIMENT BASINS AS REQUIRED IN SECTION 14.
13. IN ANY AREAS OF THE SITE WHERE FINAL VEGETATIVE STABILIZATION WILL OCCUR, PERMITTEES MUST RESTRICT VEHICLE AND EQUIPMENT USE TO MINIMIZE SOIL COMPACTION.
14. PERMITTEES MUST PRESERVE TOPSOIL ON THE SITE, UNLESS INFEASIBLE.
15. PERMITTEES MUST DIRECT DISCHARGES FROM BMP'S TO VEGETATED AREAS UNLESS INFEASIBLE.
16. PERMITTEES MUST PRESERVE A 50 FOOT NATURAL BUFFER OR, IF A BUFFER IS INFEASIBLE ON THE SITE, PROVIDE REDUNDANT (DOUBLE) PERIMETER SEDIMENT CONTROL. IF THE SURFACE WATER IS LOCATED WITHIN 50 FEET OF THE PROJECT'S EARTH DISTURBANCES AND STORMWATER FLOWS TO THE SURFACE WATER, PERMITTEES MUST INSTALL PERIMETER SEDIMENT CONTROLS AT LEAST 5 FEET APART UNLESS LIMITED BY LACK OF AVAILABLE SPACE. NATURAL BUFFERS ARE NOT REQUIRED ADJACENT TO ROAD DITCHES, JUDICIAL DITCHES, COUNTY DITCHES, STORMWATER CONVEYANCE CHANNELS, STORM DRAIN INLETS, AND SEDIMENT BASINS. IF PRESERVING THE BUFFER IS INFEASIBLE, PERMITTEES MUST DOCUMENT THE REASON IN THE SWPPP. SHEET PILING IS A REDUNDANT PERIMETER CONTROL IF INSTALLED IN A MANNER THAT RETAINS ALL STORMWATER.
17. PERMITTEES MUST USE POLYMERS, FLOCULANTS, OR OTHER SEDIMENTATION TREATMENT CHEMICALS IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES, DOSING SPECIFICATIONS AND SEDIMENT REMOVAL DESIGN SPECIFICATIONS PROVIDED BY THE MANUFACTURER OR SUPPLIER. THE PERMITTEES MUST USE CONVENTIONAL EROSION AND SEDIMENT CONTROL'S PRIOR TO CHEMICAL ADDITION AND MUST DIRECT TREATED STORMWATER TO A SEDIMENT CONTROL SYSTEM FOR FILTRATION OR SETTLEMENT OF THE FLOC PRIOR TO DISCHARGE.

DEWATERING AND BASIN DRAINING (SECTION 10):

1. PERMITTEES MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING OR BASIN DRAINING (E.G., POND DISCHARGES, TRENCH DITCH FILLS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENT BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. PERMITTEES MAY DEWATER TO SURFACE WATERS IF THEY VISUALLY CHECK TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF PERMITTEES CANNOT DISCHARGE THE WATER TO A SEDIMENTATION BASIN PRIOR TO ENTERING A SURFACE WATER, PERMITTEES MUST TREAT IT WITH APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE SURFACE WATER OR DOWNSTREAM PROPERTIES.
2. IF PERMITTEES MUST DISCHARGE WATER CONTAINING OIL OR GREASE, THEY MUST USE AN OIL-WATER SEPARATOR OR SUITABLE FILTRATION DEVICE (E.G., CARTRIDGE FILTERS, ABSORBENTS PADS) PRIOR TO DISCHARGE.
3. PERMITTEES MUST DISCHARGE ALL WATER FROM DEWATERING OR BASIN-DRAINING ACTIVITIES IN A MANNER THAT DOES NOT CAUSE EROSION OR SCOUR IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS OR RUINATION OF WETLANDS IN THE IMMEDIATE VICINITY OF DISCHARGE POINTS THAT CAUSES SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.
4. IF PERMITTEES USE FILTERS WITH BACKWASH WATER, THEY MUST HAUL THE BACKWASH WATER AWAY FOR DISPOSAL, RETURN THE BACKWASH WATER TO THE BEGINNING OF THE TREATMENT PROCESS, OR INCORPORATE THE BACKWASH WATER INTO THE SITE IN A MANNER THAT DOES NOT CAUSE EROSION.

INSPECTIONS AND MAINTENANCE (SECTION 11):

1. PERMITTEES MUST ENSURE A TRAINED PERSON, AS IDENTIFIED IN ITEM 21.2.B, WILL INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 1/2 INCH IN 24 HOURS.
2. PERMITTEES MUST INSPECT AND MAINTAIN ALL PERMANENT STORMWATER TREATMENT BMP'S.
3. PERMITTEES MUST INSPECT AND MAINTAIN EROSION PREVENTION AND SEDIMENT CONTROL BMP'S AND POLLUTION PREVENTION MANAGEMENT MEASURES TO ENSURE INTEGRITY AND EFFECTIVENESS. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL NONFUNCTIONAL BMP'S WITH FUNCTIONAL BMP'S BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY UNLESS ANOTHER TIME FRAME IS SPECIFIED IN ITEM 11.5 OR 11.6. PERMITTEES MAY TAKE ADDITIONAL TIME IF FIELD CONDITIONS PREVENT ACCESS TO THE AREA.
4. DURING EACH INSPECTION, PERMITTEES MUST INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS BUT NOT CURB AND GUTTER SYSTEMS, FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. PERMITTEES MUST REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS, INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS AND RESTABILIZE THE AREAS WHERE SEDIMENT REMOVAL RESULTS IN EXPOSED SOIL. PERMITTEES MUST COMPLETE REMOVAL AND STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS.
5. PERMITTEES MUST USE ALL REASONABLE EFFORTS TO OBTAIN ACCESS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF OBTAINING ACCESS. PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE AND FEDERAL AUTHORITIES AND RECEIVING ANY APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK IN SURFACE WATERS.
6. PERMITTEES MUST INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS, STREETS AND CURB AND GUTTER SYSTEMS WITHIN AND ADJACENT TO THE PROJECT FOR SEDIMENTATION FROM EROSION OR TRACKED SEDIMENT FROM VEHICLES. PERMITTEES MUST REMOVE SEDIMENT FROM VEHICLES AND SURFACES WITHIN ONE (1) CALENDAR DAY OF DISCOVERY OR, IF APPLICABLE, WITHIN A SHORTER TIME TO AVOID A SAFETY HAZARD TO USERS OF PUBLIC STREETS.
7. PERMITTEES MUST REPAIR, REPLACE OR SUPPLEMENT ALL PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE.
8. PERMITTEES MUST DRAIN TEMPORARY AND PERMANENT SEDIMENTATION BASINS AND REMOVE THE SEDIMENT WHEN THE DEPTH OF SEDIMENT COLLECTED IN THE BASIN REACHES 1/2 THE STORAGE VOLUME.
9. PERMITTEES MUST ENSURE THAT AT LEAST ONE INDIVIDUAL PRESENT ON THE SITE (OR AVAILABLE TO THE PROJECT SITE IN THREE (3) CALENDAR DAYS) IS TRAINED IN THE JOB DUTIES DESCRIBED IN ITEM 21.2.B.
9. PERMITTEES MAY ADJUST THE INSPECTION SCHEDULE DESCRIBED IN ITEM 11.2 AS FOLLOWS:
 - a. INSPECTIONS OF AREAS WITH PERMANENT COVER CAN BE REDUCED TO ONCE PER MONTH, EVEN IF CONSTRUCTION ACTIVITY CONTINUES ON OTHER PORTIONS OF THE SITE; OR
 - b. WHERE SITES HAVE PERMANENT COVER ON ALL EXPOSED SOIL AND NO CONSTRUCTION ACTIVITY IS OCCURRING ANYWHERE ON THE SITE, INSPECTIONS CAN BE REDUCED TO ONCE PER MONTH AND, AFTER 12 MONTHS, MAY BE SUSPENDED COMPLETELY UNTIL CONSTRUCTION ACTIVITY RESUMES. THE MPCA MAY REQUIRE INSPECTIONS TO RESUME IF CONDITIONS WARRANT; OR
 - c. WHERE CONSTRUCTION ACTIVITY HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, INSPECTIONS MAY BE SUSPENDED UNTIL INSPECTIONS MUST RESUME WITHIN 24 HOURS OF RUNOFF OCCURRING, OR UPON RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.
10. PERMITTEES MUST RECORD ALL INSPECTIONS AND MAINTENANCE ACTIVITIES WITHIN 24 HOURS OF BEING CONDUCTED AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP. THESE RECORDS MUST INCLUDE:
 - a. DATE AND TIME OF INSPECTIONS; AND

- b. NAME OF PERSONS CONDUCTING INSPECTIONS; AND
- c. ACCURATE FINDINGS OF INSPECTIONS, INCLUDING THE SPECIFIC LOCATION WHERE CORRECTIVE ACTIONS ARE NEEDED; AND
- d. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); AND
- e. DATE OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCHES IN 24 HOURS, AND THE AMOUNT OF RAINFALL FOR EACH EVENT. PERMITTEES MUST OBTAIN RAINFALL AMOUNTS BY EITHER A PROPERLY MAINTAINED RAIN GAUGE INSTALLED ONSITE, A WEATHER STATION THAT IS WITHIN ONE (1) MILE OF YOUR LOCATION, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES; AND
- f. IF PERMITTEES OBSERVE A DISCHARGE DURING THE INSPECTION, THEY MUST RECORD AND SHOULD PHOTOGRAPH AND DESCRIBE THE LOCATION OF THE DISCHARGE (I.E., COLOR, ODOR, SETTLED OR SUSPENDED SOLIDS, OIL SHEEN, AND OTHER OBVIOUS INDICATORS OF POLLUTANTS); AND
- g. ANY AMENDMENTS TO THE SWPPP PROPOSED AS A RESULT OF THE INSPECTION MUST BE DOCUMENTED AS REQUIRED IN SECTION 6 WITHIN SEVEN (7) CALENDAR DAYS.

POLLUTION PREVENTION MANAGEMENT (SECTION 12):

1. PERMITTEES MUST PLACE BUILDING PRODUCTS AND LANDSCAPE MATERIALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER. PERMITTEES ARE NOT REQUIRED TO COVER OR PROTECT PRODUCTS WHICH ARE EITHER NOT A SOURCE OF CONTAMINATION TO STORMWATER OR ARE DESIGNED TO BE EXPOSED TO STORMWATER.
2. PERMITTEES MUST PLACE PESTICIDES, FERTILIZERS AND TREATMENT CHEMICALS UNDER COVER (E.G., PLASTIC SHEETING OR TEMPORARY ROOFS) OR PROTECT THEM BY SIMILARLY EFFECTIVE MEANS DESIGNED TO MINIMIZE CONTACT WITH STORMWATER.
3. PERMITTEES MUST STORE HAZARDOUS MATERIALS AND TOXIC WASTE, (INCLUDING OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MATERIALS MUST BE IN COMPLIANCE WITH MINN. R. CH. 7045 INCLUDING SECONDARY CONTAINMENT AS APPLICABLE.
4. PERMITTEES MUST PROPERLY STORE, COLLECT AND DISPOSE SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035.
5. PERMITTEES MUST POSITION PORTABLE TOILETS SO THEY ARE SECURE AND WILL NOT TIP OR BE KNOCKED OVER. PERMITTEES MUST PROPERLY DISPOSE SANITARY WASTE IN ACCORDANCE WITH MINN. R. CH. 7041.
6. PERMITTEES MUST TAKE REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FROM THE USE OF DRIP PANS OR ABSORBENTS UNLESS INFEASIBLE. PERMITTEES MUST ENSURE ADEQUATE SUPPLIES ARE AVAILABLE AT ALL TIMES TO CLEAN UP DISCHARGED MATERIALS AND THAT AN APPROPRIATE DISPOSAL METHOD IS AVAILABLE FOR RECOVERED SPILLED MATERIALS. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINN. STAT. 115.061, USING DRY CLEAN UP MEASURES WHERE POSSIBLE.
7. PERMITTEES MUST LIMIT VEHICLE EXTERIOR WASHING AND EQUIPMENT TO A DEFINED AREA OF THE SITE. PERMITTEES MUST CONTAIN RUNOFF FROM THE WASHING AREA IN A SEDIMENT BASIN OR OTHER SIMILARLY EFFECTIVE CONTROLS AND MUST DISPOSE WASTE FROM THE WASHING ACTIVITY PROPERLY. PERMITTEES MUST PROPERLY USE AND STORE SOAPS, DETERGENTS, OR SOLVENTS.
8. PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS OR AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

PERMIT TERMINATION (SECTION 4 AND SECTION 13):

1. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER ALL TERMINATION CONDITIONS LISTED IN SECTION 13 ARE COMPLETE.
2. PERMITTEES MUST SUBMIT A NOT WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEES' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEES MUST COMPLETE ALL CONSTRUCTION ACTIVITY AND MUST INSTALL PERMANENT COVER OVER ALL AREAS PRIOR TO SUBMITTING THE NOT. VEGETATIVE COVER MUST CONSIST OF A UNIFORM PERENNIAL VEGETATION WITH A DENSITY OF 70 PERCENT OF ITS EXPECTED FINAL GROWTH. VEGETATION IS NOT REQUIRED WHERE THE FUNCTION OF A SPECIFIC AREA DICTATES NO VEGETATION, SUCH AS IMPERVIOUS SURFACES OR THE BASE OF A SAND FILTER.
4. PERMITTEES MUST CLEAN THE PERMANENT STORMWATER TREATMENT SYSTEM OF ANY ACCUMULATED SEDIMENT AND MUST ENSURE THE SYSTEM MEETS ALL APPLICABLE REQUIREMENTS IN SECTION 15 THROUGH 19 AND IS OPERATING AS DESIGNED.
5. PERMITTEES MUST REMOVE ALL SEDIMENT FROM CONVEYANCE SYSTEMS PRIOR TO SUBMITTING THE NOT.
6. PERMITTEES MUST REMOVE ALL TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL BMP'S PRIOR TO SUBMITTING THE NOT. PERMITTEES MAY LEAVE BMP'S DESIGNED TO DECOMPOSE ON-SITE IN PLACE.
7. FOR RESIDENTIAL CONSTRUCTION ONLY, PERMIT COVERAGE TERMINATES ON INDIVIDUAL LOTS IF THE STRUCTURES ARE FINISHED AND TEMPORARY EROSION PREVENTION AND DOWNGRADIENT PERIMETER CONTROL IS COMPLETE, THE RESIDENCE SELLS TO THE HOMEOWNER, AND THE PERMITTEE DISTRIBUTES THE MPCA'S "HOMEOWNER FACT SHEET" TO THE HOMEOWNER.
8. FOR CONSTRUCTION PROJECTS ON AGRICULTURAL LAND (E.G., PIPELINES ACROSS CROPLAND), PERMITTEES MUST RETURN THE DISTURBED LAND TO ITS PRECONSTRUCTION AGRICULTURAL USE PRIOR TO SUBMITTING THE NOT.

SEED NOTES:

ALL SEED MIXES AND APPLICATION SHALL BE IN ACCORDANCE WITH THE MNDOT SEEDING MANUAL.

GENERAL RECOMMENDATIONS:

THE CONTRACTOR IS RESPONSIBLE TO SALVAGE AND PRESERVE EXISTING TOPSOIL NECESSARY FOR FINAL STABILIZATION AND TO ALSO MINIMIZE COMPACTION IN ALL LANDSCAPE AREAS. IMMEDIATELY BEFORE SEEDING THE SOIL SHALL BE TILLED TO A MINIMUM DEPTH OF 3 INCHES.

TEMPORARY EROSION CONTROL SEEDING, MULCHING & BLANKET.

SEED

- TEMPORARY SEED SHALL BE MNDOT SEED MIX 21-112 (WINTER WHEAT COVER CROP) FOR WINTER AND 21-111 (OATS COVER CROP) FOR SPRING/SUMMER APPLICATIONS. BOTH SEED MIXES SHALL BE APPLIED AT A SEEDING RATE OF 100 LBS/ACRE.

MULCH

- IMMEDIATELY AFTER SEEDING, WITHIN 24 HOURS, MNDOT TYPE 1 MULCH SHOULD BE APPLIED TO PROTECT AND ENHANCE SEED GERMINATION. MULCH SHALL BE APPLIED AT 90% COVERAGE (2 TONS PER ACRE OF STRAW MULCH)

SLOPES

- 3:1 (HORIZ/VERT.) OR FLATTER MUCH SHALL BE COVERED WITH MULCH.
- SLOPES STEEPER THAN 3:1 OR DITCH BOTTOMS SHALL BE COVERED WITH EROSION CONTROL BLANKET.
- SEE PLAN FOR MORE DETAILED DITCH AND STEEP SLOPE EROSION CONTROL TREATMENTS.

TRAINING SECTION 21

DESIGN ENGINEER: DAVID J. KNAEBLE P.E.
TRAINING COURSE: DESIGN OF SWPPP
TRAINING ENTITY: UNIVERSITY OF MINNESOTA
INSTRUCTOR: JOHN CHAPMAN
DATES OF TRAINING COURSE: 8/22/2012- 8/23/2012
TOTAL TRAINING HOURS: 12
DATE OF RECERTIFICATION: 4/22/22
EXPIRATION: 5/31/2025

OWNER INFORMATION

GLENIN PROPERTIES, LLC
16761 LORENZ LANE
LAKEVILLE, MN 55044
LINDA FLANNERY
612-719-4571

AREAS AND QUANTITIES:

TOTAL SITE AREA							
TOTAL IMPERVIOUS AREA		57,560 SF	8.6%	1.32 AC	388,401 SF	48.9%	8.92 AC
TOTAL PERVIOUS AREA		609,440 SF	91.4%	14.0 AC	314,918 SF	39.7%	7.23 AC
TOTAL SITE AREA NET DEVELOPABLE							
		667,000 SF		15.31 AC	793,713 SF		18.22 AC
TOTAL DEDICATED COUNTY ROW							
		197,806		4.54 AC	71,093		1.63 AC
GROSS SITE AREA		864,806		19.85 AC	864,806		19.85 AC
DIFFERENCE (EX. VS PROP.)		330,841 SF	40.3%				
DISTURBED AREA		737,000 SF	16.9 AC				

EROSION CONTROL QUANTITIES	
DISTURBED AREA	737,000 SF
SILT FENCE/BIO-ROLL	+4800 LF
EROSION CONTROL BLANKET	+95000 SF
INLET PROTECTION DEVICES	+50 EA

NOTE: QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL DETERMINE FOR THEMSELVES THE EXACT QUANTITIES FOR BIDDING AND CONSTRUCTION.

SWPPP CONTACT PERSON

CONTRACTOR:

SWPPP INSPECTOR TRAINING:

ALL SWPPP INSPECTIONS MUST BE PERFORMED BY A PERSON THAT MEETS THE TRAINING REQUIREMENTS OF THE NPDES CONSTRUCTION SITE PERMIT. TRAINING CREDENTIALS SHALL BE PROVIDED BY THE CONTRACTOR AND KEPT ON SITE WITH THE SWPPP

PARTY RESPONSIBLE FOR LONG TERM OPERATION AND MAINTENANCE OF PERMANENT STORM WATER MANAGEMENT SYSTEM

PERMANENT STORMWATER MANAGEMENT IS REQUIRED AS PART OF THIS PROJECT TO MEET NPDES PERMIT REQUIREMENTS. THE PROPERTY OWNER IS RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE PROPOSED STORMWATER SYSTEM.

SWPPP ATTACHMENTS (ONLY APPLICABLE IF SITE IS 1 ACRE OR GREATER):

CONTRACTOR SHALL OBTAIN A COPY OF THE FOLLOWING SWPPP ATTACHMENTS WHICH ARE A PART OF THE OVERALL SWPPP PACKAGE:

- ATTACHMENT A: CONSTRUCTION SWPPP TEMPLATE - SITE SPECIFIC SWPPP DOCUMENT
- ATTACHMENT B: CONSTRUCTION STORMWATER INSPECTION CHECKLIST
- ATTACHMENT C: MAINTENANCE PLAN FOR PERMANENT STORM WATER TREATMENT SYSTEMS
- ATTACHMENT D: STORMWATER MANAGEMENT REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.
- ATTACHMENT E: GEOTECHNICAL EVALUATION REPORT - ON FILE AT THE OFFICE OF PROJECT ENGINEER, AVAILABLE UPON REQUEST.

SUPPLEMENTARY SITE SPECIFIC EROSION CONTROL NOTES: THESE NOTES SUPERCEDE ANY GENERAL SWPPP NOTES.

THIS PROJECT IS GREATER THAN 1.0 ACRES SO AN NPDES PERMIT IS REQUIRED AND NEEDS TO BE SUBMITTED TO THE MPCA. THE CONTRACTOR IS REQUIRED TO FOLLOW THE GUIDELINES IN THE NPDES PERMIT THROUGHOUT CONSTRUCTION.

PROJECT NARRATIVE:

PROJECT IS A REDEVELOPMENT OF AN EXISTING VACANT LOT INTO A TOWNHOUSE DEVELOPMENT AND RETAIL SITE. SITE, GRADING, UTILITY AND LANDSCAPE IMPROVEMENTS WILL OCCUR.

NATIVE BUFFER NARRATIVE:

PRESERVING A 50 FOOT NATURAL BUFFER AROUND WATER BODIES IS NOT REQUIRED OF THIS PROJECT BECAUSE WATER BODIES ARE NOT LOCATED ON SITE.

INFILTRATION NARRATIVE:

INFILTRATION IS PROVIDED AS PART OF THE PROJECTS PERMANENT STORM WATER MANAGEMENT SYSTEM.

SOIL CONTAMINATION NARRATIVE:

SOILS ONSITE HAVE NOT BEEN IDENTIFIED AS CONTAMINATED.

SPECIAL TMDL BMP REQUIREMENTS SITE SPECIFIC (IF REQUIRED):

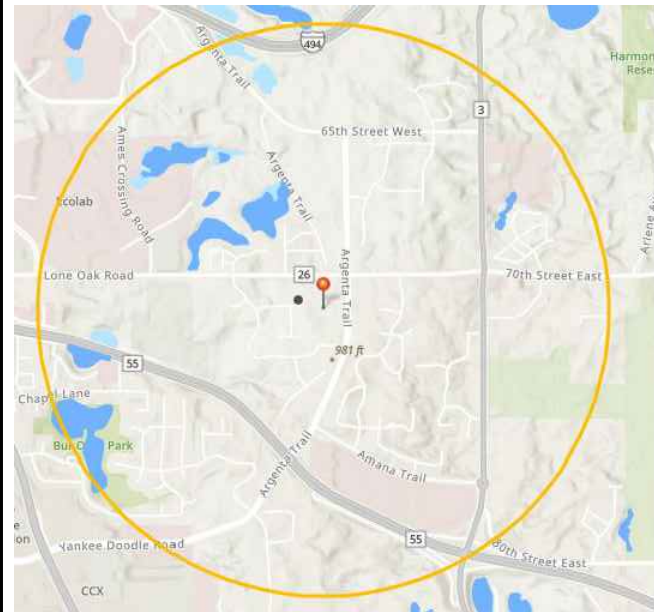
THIS PROJECT IS WITHIN ONE MILE AND DISCHARGES

ATTACHMENT A: SITE SPECIFIC SWPPP DOCUMENT

PROJECT LOCATION			
ADDRESS	70TH ST W & ARGENTA TRAIL	CITY/TOWNSHIP	INVER GROVE HEIGHTS
STATE	MN	COUNTY	DAKOTA
ZIP CODE	55077	PROJECT SIZE	18.3 ACRES
LATITUDE/LONGITUDE OF APPROX. CENTROID OF PROJECT		44.845823 N, -93.097123 E	
METHOD OF LAT/LONG COLLECTION		ONLINE TOOL	
PROJECT TYPE		RESIDENTIAL AND ROAD CONSTRUCTION	
IMPERVIOUS SURFACES			
EXISTING			
PROPOSED			
DIFFERENCE			
ESTIMATED CONSTRUCTION TIMELINE			
START	3/24	END	9/25
CONSTRUCTION ACTIVITY		CONSTRUCTION OF A TOWNHOUSE DEVELOPMENT WITH NEW ROAD AND RETAIL SITE.	
SOIL TYPES		SILT LOAM, SILTY CLAY LOAM, SANDY LOAM	

RECEIVING WATER BODIES					
	WATER BODY ID	NAME OF WATER BODY	WATER BODY TYPE	SPECIAL WATER (Y/N)	IMPAIRED WATER (Y/N)
1	NA	UNNAMED	POND	N	N
2					
3					
4					

SITE LOCATION MAP -



GENERAL SITE INFORMATION (5.1)

1. DESCRIBE THE LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP'S). INCLUDE THE TIMING FOR INSTALLATION AND PROCEDURES USED TO ESTABLISH THE BMP'S. THE PROJECT IS PROTECTED BY TWO (2) MAIN BMP'S. SILT FENCE AND INLET PROTECTION DEVICES. THE SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE AND MONITORED AS NECESSARY. INLET PROTECTION DEVICES WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE AND MONITORED AS NECESSARY. FROM THIS SITE, AS THE PROJECT PROGRESSES ADDITIONAL BMP'S WILL BE REQUIRED. A SEDIMENT CONTROL BLANKET MAY BE UTILIZED. 2. DESCRIBE THE LOCATION AND TYPE OF ALL TEMPORARY AND PERMANENT EROSION PREVENTION AND SEDIMENT CONTROL BMP'S (S7). SEE PAGE SW1.3 3. ATTACH TO THIS SWPPP A SITE MAP THAT INCLUDES THE FOLLOWING FEATURES (S6):
a. A MAP OF THE PROJECT LOCATION AND THE LOCATION OF ALL PRE AND POST-CONSTRUCTION EROSION PREVENTION AND SEDIMENT CONTROL BMP'S LOCATED WITHIN THE PROJECT LIMITS.

LOCATIONS OF IMPERVIOUS SURFACES AND SOIL TYPES

- EXISTING AND FINAL GRADES, INCLUDING DIVIDING LINES AND DIRECTION OF FLOW FOR ALL PRE AND POST-CONSTRUCTION STORMWATER RUNOFF DRAINAGE AREAS LOCATED WITHIN PROJECT LIMITS.
- LOCATIONS OF AREAS NOT TO BE DISTURBED.
- LOCATION OF AREAS OF PHASED CONSTRUCTION.
- ALL SURFACE WATERS AND EXISTING WETLANDS WITHIN ONE MILE FROM THE PROJECT BOUNDARIES THAT WILL RECEIVE STORMWATER RUNOFF FROM THE SITE (IDENTIFIABLE ON MAPS SUCH AS USGS 7.5 MINUTE QUADRANGLE MAPS OR EQUIVALENT, WHERE SURFACE WATERS RECEIVING RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITY WILL NOT FIT ON A PLAN SHEET, THEY MUST BE IDENTIFIED WITH AN ARROW, INDICATING BOTH DIRECTION AND DISTANCE TO THE SURFACE WATER.
- METHODS TO BE USED FOR FINAL STABILIZATION OF ALL EXPOSED SOIL AREA

4. WERE STORMWATER MITIGATION MEASURES REQUIRED AS THE RESULT OF AN ENVIRONMENTAL, ARCHAEOLOGICAL, OR OTHER REQUIRED LOCAL, STATE OR FEDERAL REVIEW OF THE PROJECT? NO
IF YES, DESCRIBE HOW THESE MEASURES WERE ADDRESSED IN THE SWPPP. (5.16)
N/A

SELECTION OF A PERMANENT STORMWATER MANAGEMENT SYSTEM (SECTION 15)

1. WILL THE PROJECT CREATE A NEW CUMULATIVE IMPERVIOUS SURFACE GREATER THAN OR EQUAL TO ONE ACRE? YES
IF YES, A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM THE CUMULATIVE NEW IMPERVIOUS SURFACES MUST BE RETAINED ON SITE (SEE 16.7 OF THE PERMIT) THROUGH INFILTRATION UNLESS PROHIBITED DUE TO ONE OF THE REASONS IN ITEMS 16.4 THROUGH 16.21. IF INFILTRATION IS PROHIBITED IDENTIFY OTHER METHOD OF MEETING WATER QUALITY REQUIREMENTS (E.G., FILTRATION SYSTEM, WET SEDIMENTATION BASIN, REGIONAL PONDING OR EQUIVALENT METHOD

2. DESCRIBE WHICH METHOD WILL BE USED TO TREAT RUNOFF FROM THE NEW IMPERVIOUS SURFACES CREATED BY THE PROJECT:

INCLUDE ALL CALCULATIONS AND DESIGN INFORMATION FOR THE METHOD SELECTED. SEE SECTION 23 OF THE PERMIT FOR SPECIFIC REQUIREMENTS ASSOCIATED WITH EACH METHOD.

INFILTRATION

EROSION PREVENTION PRACTICES (SECTION 8.1)

DESCRIBE THE TYPES OF TEMPORARY EROSION PREVENTION BMP'S EXPECTED TO BE IMPLEMENTED ON THIS SITE DURING CONSTRUCTION:

1. DESCRIBE CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES TO MINIMIZE EROSION. DELINEATE AREAS NOT TO BE DISTURBED (E.G., WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) BEFORE WORK BEGINS.
SILT FENCE WILL BE INSTALLED AT THE DOWNHILL LOCATIONS OF THE SITE.
2. DESCRIBE METHODS OF TEMPORARILY STABILIZING SOILS AND SOIL STOCKPILES (E.G., MULCHES, HYDRAULIC TACKIFIERS, EROSION BLANKETS, ETC.).
EROSION PROTECTION WILL BE SEED AND MULCH AND EROSION BLANKETS WHERE REQUIRED, WITH PERMANENT COVER BEING EITHER SOD OR LANDSCAPE FEATURES.
3. DESCRIBE METHODS OF DISSIPATING VELOCITY ALONG STORMWATER CONVEYANCE CHANNELS AND AT CHANNEL OUTLETS (E.G., CHECK DAMS, SEDIMENT TRAPS, RIP RAP, ETC.).
SOD WILL BE UTILIZED ALONG CHANNELS.
4. DESCRIBE METHODS TO BE USED FOR STABILIZATION OF DITCH AND SWALE WETTED PERIMETERS (NOTE THAT MULCH, HYDRAULIC SOIL TACKIFIERS, HYDROMULCHES, ETC. ARE NOT ACCEPTABLE SOIL STABILIZATION METHODS FOR ANY PART OF A DRAINAGE DITCH OR SWALE)
FINAL STABILIZATION OF SWALES WILL BE SOD
5. DESCRIBE METHODS TO BE USED FOR ENERGY DISSIPATION AT PIPE OUTLETS (E.G., RIP RAP, SPLASH PADS, GABIONS, ETC.)
RIP RAP WILL BE UTILIZED AT PIPE OUTLETS

SOILS INFORMATION



MAP UNIT SYMBOL	MAP UNIT NAME
279B	OTTERHOLT SILT LOAM
342C	KINGSLEY SANDY LOAM
344	QUAM SILT LOAM
895B	KINGSLEY MAHTOMEDI SPENCER COMPLEX
895C	KINGSLEY MAHTOMEDI SPENCER COMPLEX
896E	KINGSLEY MAHTOMEDI COMPLEX
1816	KENNEBEC

SEDIMENT CONTROL PRACTICES (SECTION 9.1)

DESCRIBE THE METHODS OF SEDIMENT CONTROL BMPs TO BE IMPLEMENTED AT THIS SITE DURING CONSTRUCTION TO MINIMIZE SEDIMENT IMPACTS TO SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS

1. DESCRIBE METHODS TO BE USED FOR DOWN GRADIENT PERIMETER CONTROL: SILT FENCE WILL BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE SITE
2. DESCRIBE METHODS TO BE USED TO CONTAIN SOIL STOCKPILES: SEED AND MULCH AS WELL AS EROSION CONTROL BLANKETS WILL BE UTILIZED AS NECESSARY
3. DESCRIBE METHODS TO BE USED FOR STORM DRAIN INLET PROTECTION: SEE INLET PROTECTION DETAILS
4. DESCRIBE METHODS TO MINIMIZE VEHICLE TRACKING AT CONSTRUCTION EXITS AND STREET SWEEPING ACTIVITIES: THE PROJECT WILL UTILIZE A ROCK CONSTRUCTION ENTRANCE.
5. DESCRIBE METHODS, IF APPLICABLE, ADDITIONAL SEDIMENT CONTROLS (E.G., DIVERSION BERMS) TO BE INSTALLED TO KEEP RUNOFF AWAY FROM PLANNED INFILTRATION AREAS WHEN EXCAVATED PRIOR TO FINAL STABILIZATION OF THE CONTRIBUTING DRAINAGE AREA: SILT FENCE TO BE INSTALLED IMMEDIATELY AFTER GRADING TO PROTECT INFILTRATION AREAS
6. DESCRIBE METHODS TO BE USED TO MINIMIZE SOIL COMPACTION AND PRESERVE TOP SOIL (UNLESS INFEASIBLE) AT THIS SITE: LIGHT TRACKED EQUIPMENT WILL BE USED, TOPSOIL WILL BE STRIPPED AND STOCKPILED

DEWATERING AND BASIN DRAINING (SECTION 10.1)

1. WILL THE PROJECT INCLUDE DEWATERING OR BASIN DRAINING? NO
IF YES, DESCRIBE MEASURES TO BE USED TO TREAT/DISPOSE OF TURBID OR SEDIMENT-LADEN WATER AND METHOD TO PREVENT EROSION OR SCOUR OF DISCHARGE POINTS (SEE 10.2 THROUGH 10.4 OF THE PERMIT):
N/A

ADDITIONAL BMP'S FOR SPECIAL WATERS AND DISCHARGES TO WETLANDS (SECTION 23.1)

1. SPECIAL WATERS: DOES YOUR PROJECT DISCHARGE TO SPECIAL WATERS? NO
IF: IF PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY OF THE PERMANENT STORMWATER MANAGEMENT PRACTICES, THEN OTHER TREATMENT SUCH AS GRASSED SWALES, SMALLER PONDS, OR CRIT CHAMBERS IS REQUIRED PRIOR TO DISCHARGE TO SURFACE WATERS. DESCRIBE WHAT OTHER TREATMENT WILL BE PROVIDED.
N/A
3. DESCRIBE EROSION AND SEDIMENT CONTROLS FOR EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE TO A SPECIAL WATERS, AND TEMPORARY SEDIMENT BASINS FOR AREAS THAT DRAIN FIVE OR MORE ACRES DISTURBED AT ONE TIME.
N/A
4. DESCRIBE THE UNDISTURBED BUFFER ZONE TO BE USED (NOT LESS THAN 100 LINEAR FEET FROM THE SPECIAL WATER).
N/A

INSPECTIONS AND MAINTENANCE (SECTION 11.1)

DESCRIBE PROCEDURES TO ROUTINELY INSPECT THE CONSTRUCTION SITE:

- ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND
- WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES, AND WITHIN (7) DAYS AFTER THAT

INSPECTIONS MUST INCLUDE STABILIZED AREAS, EROSION PREVENTION, AND SEDIMENT CONTROL BMP'S AND INFILTRATION AREAS.
INSPECTOR WILL FOLLOW REQUIREMENTS SPECIFIED ABOVE AND FILL OUT "ATTACHMENT B - CONSTRUCTION STORMWATER INSPECTION CHECKLIST"

1. DESCRIBE PRACTICES FOR STORAGE OF BUILDING PRODUCTS WITH A POTENTIAL TO LEACH POLLUTANTS TO MINIMIZE EXPOSURE TO STORMWATER:
ALL BUILDING PRODUCTS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZE EXPOSURE
2. DESCRIBE PRACTICES FOR STORAGE OF PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICAL, AND LANDSCAPE MATERIALS:
ALL LANDSCAPE TREATMENT CHEMICALS WILL BE SEALED AND STORED IN A MANNER TO MINIMIZE EXPOSURE
3. DESCRIBE PRACTICES FOR STORAGE AND DISPOSAL OF HAZARDOUS MATERIALS OR TOXIC WASTE (E.G., OIL, FUEL, HYDRAULIC FLUIDS, PAINT SOLVENTS, PETROLEUM-BASED

FINAL STABILIZATION (25.22)

1. DESCRIBE METHOD OF FINAL STABILIZATION (PERMANENT COVER) OF ALL DISTURBED AREAS:
FINAL STABILIZATION WILL BE ACCOMPLISHED WITH PAVEMENT, SOD AND LANDSCAPE MATERIALS.

2. DESCRIBE METHODS USED TO CLEAN ALL STORMWATER TREATMENT SYSTEMS AND

5. IS THE PROJECT LOCATED IN A KARST AREA SUCH THAT ADDITIONAL MEASURES WOULD BE NECESSARY TO PROJECT DRINKING WATER SUPPLY MANAGEMENT AREAS AS DESCRIBED IN MINN. R. CHAPTERS 7050 AND 7060? NO
IF YES, DESCRIBE THE ADDITIONAL MEASURES TO BE USED. (SECTION 23)
N/A

6. DOES THE SITE DISCHARGE TO A CALCAREOUS FEN LISTED IN MINN. R. 7050.0180, SUBP. 6.B? NO
IF YES, A LETTER OF APPROVAL FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES MUST BE OBTAINED PRIOR TO APPLICATION FOR THIS PERMIT.

7. DOES THE SITE DISCHARGE TO A WATER THAT IS LISTED AS IMPAIRED FOR THE FOLLOWING POLLUTANT(S) OR STRESSOR(S): PHOSPHORUS, TURBIDITY, DISSOLVED OXYGEN OR BIOTIC IMPAIRMENT? USE THE SPECIAL AND IMPAIRED WATERS SEARCH TOOL AT: WWW.PCA.STATE.MN.US/WATERS/STORMWATER/STORMWATER-C.HTML

IF NO, SKIP TO TRAINING
DOES THE IMPAIRED WATER HAVE AN APPROVED TOTAL MAXIMUM DAILY LOADS (TMDL) WITH AN APPROVED WASTE LOAD ALLOCATION FOR CONSTRUCTION ACTIVITY? N/A
IF YES:
A. LIST THE RECEIVING WATER, THE AREAS OF THE SITE DISCHARGING TO IT, AND THE POLLUTANT(S) IDENTIFIED IN THE TMDL.
B. LIST THE BMP'S AND ANY OTHER SPECIFIC CONSTRUCTION STORMWATER RELATED IMPLEMENTATION ACTIVITIES IDENTIFIED IN THE TMDL.

IF THE SITE HAS A DISCHARGE POINT WITHIN ONE MILE OF THE IMPAIRED WATER AND THE WATER FLOWS TO THE IMPAIRED WATER BUT NO SPECIFIC BMPS FOR CONSTRUCTION ARE IDENTIFIED IN THE TMDL, THE ADDITIONAL BMPS IN SECTION 23 MUST BE ADDED TO THE SWPPP AND IMPLEMENTED (15.19). THE ADDITIONAL BMPS ONLY APPLY TO THOSE PORTIONS OF THE PROJECT THAT DRAIN TO ONE OF THE IDENTIFIED DISCHARGE POINTS.

N/A

8. IDENTIFY ADJACENT PUBLIC WATERS WHERE THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR) HAS DECLARED "WORK IN WATER RESTRICTIONS" DURING FISH SPAWNING TIMEFRAMES

N/A

CALCULATIONS ARE WITHIN THE SITE STORM WATER MANAGEMENT REPORT AND PART OF THIS SWPPP AS ATTACHMENT D.

3. IF IT IS NOT FEASIBLE TO MEET THE TREATMENT REQUIREMENT FOR THE WATER QUALITY VOLUME, DESCRIBE WHY. THIS CAN INCLUDE PROXIMITY TO BEDROCK OR ROAD PROJECTS WHERE THE LACK OF RIGHT OF WAY PRECLUDES THE INSTALLATION OF ANY PERMANENT STORMWATER MANAGEMENT PRACTICES. DESCRIBE WHAT OTHER TREATMENT, SUCH AS GRASS SWALES, SMALLER PONDS, OR GRIT CHAMBERS, WILL BE IMPLEMENTED TO TREAT RUNOFF PRIOR TO DISCHARGE TO SURFACE WATERS.
(15.8)

IT IS FEASIBLE TO MEET REQUIREMENT FOR WATER QUALITY VOLUME.

4. FOR PROJECTS THAT DISCHARGE TO TROUT STREAMS, INCLUDING TRIBUTARIES TO TROUT STREAMS, IDENTIFY METHOD OF INCORPORATING TEMPERATURE CONTROLS INTO THE PERMANENT STORMWATER MANAGEMENT SYSTEM.

N/A

6. DESCRIBE METHODS TO BE USED TO PROMOTE INFILTRATION AND SEDIMENT REMOVAL ON THE SITE PRIOR TO OFFSITE DISCHARGE, UNLESS INFEASIBLE (E.G., DIRECT STORMWATER FLOW TO VEGETATED AREAS); DISCONNECTED IMPERVIOUS AREA AND INFILTRATION AREAS WILL BE UTILIZED
7. FOR DRAINAGE OR DIVERSION DITCHES, DESCRIBE PRACTICES TO STABILIZE THE NORMAL WETTED PERIMETER WITHIN 200 LINEAL FEET OF THE PROPERTY EDGE OR POINT OF DISCHARGE TO SURFACE WATER. THE LAST 200 LINEAL FEET MUST BE STABILIZED WITHIN **24 HOURS** AFTER CONNECTING TO SURFACE WATERS AND CONSTRUCTION IN THAT PORTION OF THE DITCH HAS TEMPORARILY OR PERMANENTLY CEASED FOR ALL DISCHARGES TO SPECIAL, IMPAIRED OR "WORK IN WATER RESTRICTIONS". ALL OTHER REMAINING PORTIONS OF THE TEMPORARY OR PERMANENT DITCHES OR SWALES WITHIN 14 CALENDAR DAYS AFTER CONNECTING TO A SURFACE WATER, PROPERTY EDGE AND CONSTRUCTION IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.
- N/A, NO DITCHES ON SITE
8. DESCRIBE ADDITIONAL EROSION PREVENTION MEASURES THAT WILL BE IMPLEMENTED AT THE SITE DURING CONSTRUCTION (E.G., CONSTRUCTION PHASING, MINIMIZING SOIL DISTURBANCE, VEGETATIVE BUFFERS, HORIZONTAL SLOPE GRADING, SLOPE DRAINING/TERRACING, ETC.)
- OTHER EROSION CONTROL PRACTICES INCLUDE BUT ARE NOT LIMITED TO: MINIMIZING SITE EXPOSURE WHEN POSSIBLE.
9. IF APPLICABLE, INCLUDE ADDITIONAL REQUIREMENTS IN APPENDIX A PART C.3 REGARDING MAINTAINING A 100-FOOT BUFFER ZONE OR INSTALLING REDUNDANT BMPs FOR PORTIONS OF THE SITE THAT DRAIN TO SPECIAL WATERS).
- N/A
10. IF APPLICABLE, DESCRIBE ADDITIONAL EROSION PREVENTION BMPs TO BE IMPLEMENTED AT THE SITE TO PROTECT PLANNED FILTRATION AREAS
- MINIMIZE SITE EXPOSURE IN AREAS ADJACENT TO FILTRATION AREAS.

7. DESCRIBE PLANS TO PRESERVE A 50-FOOT NATURAL BUFFER BETWEEN THE PROJECT'S SOIL DISTURBANCE AND A SURFACE WATER OR PLANS FOR REDUNDANT SEDIMENT CONTROLS IF A BUFFER IS INFEASIBLE:
N/A

8. DESCRIBE PLANS FOR USE OF SEDIMENTATION TREATMENT CHEMICALS (E.G., POLYMERS, FLOCCULANTS, ETC.) SEE PART 9.18 OF THE PERMIT:
N/A

9. IS THE PROJECT REQUIRED TO INSTALL A TEMPORARY SEDIMENT BASIN DUE TO 10 OR MORE ACRES DRAINING TO A COMMON LOCATION OR 5 ACRES OR MORE IF THE SITE IS WITHIN 1 MILE OF A SPECIAL OR IMPAIRED WATER?
YES

IF YES, DESCRIBE (OR ATTACH PLANS) SHOWING HOW THE BASIN WILL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTION 14.
PROPOSED FILTRATION BASINS WILL SERVE AS TEMPORARY SEDIMENTS BASINS THAT WILL THEN BE CONVERTED TO PERMANENT FILTRATIONS BASINS.

2. WILL THE PROJECT INCLUDE USE OF FILTERS FOR BACKWASH WATER? NO
IF YES, DESCRIBE HOW FILTER BACKWASH WATER WILL BE MANAGED ON THE SITE OR
PROPERLY DISPOSED (10.5):
N/A

5. DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL ENSURE THAT THE PRE AND POST PROJECT RUNOFF RATE AND VOLUME FROM THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS REMAINS THE SAME.
N/A
6. DESCRIBE HOW THE PERMANENT STORMWATER MANAGEMENT SYSTEM WILL MINIMIZE ANY INCREASE IN THE TEMPERATURE OF TROUT STREAM RECEIVING WATERS RESULTING IN THE 1, AND 2-YEAR 24-HOUR PRECIPITATION EVENTS.
N/A
7. **WETLANDS.** DOES YOUR PROJECT DISCHARGE STORMWATER WITH THE POTENTIAL FOR SIGNIFICANT ADVERSE IMPACTS TO A WETLAND (E.G., CONVERSION OF A NATURAL WETLAND TO A STORMWATER POND)?
IF YES, DESCRIBE THE WETLAND MITIGATION SEQUENCE THAT WILL BE FOLLOWED IN ACCORDANCE WITH SECTION 22 OF THE PERMIT.
N/A

PRODUCTS, WOOD PRESERVATIVE, ADDITIVES, CURING COMPOUNDS, AND ACIDS) ACCORDING TO MINN. R. CH. 7045, INCLUDING RESTRICTED ACCESS AND SECONDARY CONTAINMENT:

ALL HAZARDOUS WASTE WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS.

4. DESCRIBE COLLECTION, STORAGE AND DISPOSAL OF SOLID WASTE IN COMPLIANCE WITH MINN. R. CH. 7035:

ALL CONSTRUCTION DEBRIS AND SOLID WASTE WILL BE APPROPRIATELY DISPOSED OF OFF SITE ACCORDING TO LOCAL AND STATE LAWS

5. DESCRIBE MANAGEMENT OF PORTABLE TOILETS TO PREVENT TIPPING AND DISPOSAL OF SANITARY WASTES IN ACCORDANCE WITH MINN. R. CH. 7040:

SAINT ANTHONY AND SONS SERVICES WILL BE PROVIDED TO WORKERS WITH PORTABLE FACILITIES MAINTAINED AS NEEDED BY THE PROVIDER.

6. DESCRIBE SPILL PREVENTION AND RESPONSE FOR FUELING AND EQUIPMENT OR VEHICLE MAINTENANCE:

EMPLOYEES WILL BE TRAINED IN TECHNIQUES DESIGNED TO MINIMIZE SPILLS. VEHICLES AND EQUIPMENT SHALL BE CHECKED FOR LEAKS.

7. DESCRIBE CONTAINMENT AND DISPOSAL OF VEHICLE AND EQUIPMENT WASH WATER AND PROHIBITING ENGINE DEGRASSING ON THE SITE:

ALL CONSTRUCTION VEHICLES SHALL BE WASHED OFF SITE

8. DESCRIBE STORAGE AND DISPOSAL OF CONCRETE AND OTHER WASHOUT WASTES SO THAT WASTES DO NOT CONTACT THE GROUND:

ALL CONCRETE WASHOUT SHALL OCCUR OFF SITE.

STORMWATER CONVEYANCE SYSTEMS OF ACCUMULATED SEDIMENT (25.22):
CLEANING OF STORMWATER TREATMENT SYSTEMS SHALL BE DONE BY HAND SUCH AS THE
USE OF A SHOVEL.

3. DESCRIBE METHODS FOR REMOVING ALL TEMPORARY SYNTHETIC EROSION PREVENTION
AND SEDIMENT CONTROL BMP'S:
REMOVAL OF TEMPORARY SYNTHETIC EROSION PREVENTION AND SEDIMENT CONTROL
BMP'S CAN BE DONE BY HAND AND PROPERLY DISPOSED OF.

[illegible]

NOTE: THIS INSPECTION REPORT DOES NOT ADDRESS ALL ASPECTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM (NPDES/SDS) CONSTRUCTION STORMWATER PERMIT (PERMIT) ISSUED ON AUGUST 1, 2018. THE COMPLETION OF THIS CHECKLIST DOES NOT GUARANTEE THAT ALL PERMIT REQUIREMENTS ARE IN COMPLIANCE; IT IS THE RESPONSIBILITY OF THE PERMITTEE(S) TO READ AND UNDERSTAND THE PERMIT REQUIREMENTS.

SITE NAME: _____
 SITE ADDRESS: _____ PERMIT NUMBER: _____
 CITY: _____ STATE: _____ ZIP CODE: _____

DATE (MM/DD/YYYY): _____ TIME: _____ AM / PM _____ Y _____ N _____

IS THE INSPECTOR CERTIFIED IN SEDIMENT AND EROSION CONTROL AND IS IT DOCUMENTED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP)? ☐

IS THIS INSPECTION ROUTINE OR IN RESPONSE TO A STORM EVENT? ☐

RAINFALL AMOUNT (IF APPLICABLE): _____ Y N
IS SITE WITHIN ONE AERIAL MILE OF SPECIAL OR IMPAIRED WATER THAT CAN POTENTIALLY RECEIVE DISCHARGE FROM THE SITE? ☐ ☐

	Y	N	N/A
1. ARE SOILS STABILIZED WHERE NO CONSTRUCTION ACTIVITY HAS OCCURRED FOR 14 DAYS (INCLUDING STOCKPILES)? (7 DAYS WHERE APPLICABLE, OR 24 HOURS DURING MINNESOTA DEPARTMENT OF NATURAL RESOURCES [DNR] FISH SPAWNING RESTRICTIONS)	☐	☐	☐
2. HAS THE NEED TO DISTURB STEEP SLOPES BEEN MINIMIZED?	☐	☐	☐
3. IF STEEP SLOPES ARE DISTURBED, ARE STABILIZATION PRACTICES DESIGNED FOR STEEP SLOPES USED?	☐	☐	☐
4. ALL DITCHES/SWALES STABILIZED 200' BACK FROM POINT OF DISCHARGE OR PROPERTY EDGE WITHIN 24 HOURS? (MULCH, HYDROMULCH, TACKIFIER, OR SIMILAR BEST MANAGEMENT PRACTICES [BMPs] ARE NOT ACCEPTABLE IN DITCHES/SWALES IF THE SLOPE IS GREATER THAN 2%/ARE APPROPRIATE BMP'S INSTALLED PROTECTING INLETS/OUTLETS?)	☐	☐	☐
5. DO PIPE OUTLETS HAVE ENERGY DISSIPATION (WITHIN 24 HOURS OF CONNECTION)?	☐	☐	☐
6. IS CONSTRUCTION PHASING BEING FOLLOWED IN ACCORDANCE WITH THE SWPPP?	☐	☐	☐
7. ARE AREAS NOT TO BE DISTURBED MARKED OFF (FLAGS, SIGNS, ETC.)?	☐	☐	☐

	Y	N	N/A
1. ARE PERIMETER SEDIMENT CONTROLS INSTALLED PROPERLY ON ALL DOWN GRADIENT PERIMETERS?	☐	☐	☐
2. ARE APPROPRIATE BMPs INSTALLED PROTECTING INLETS, CATCH BASINS, AND CULVERT INLETS?	☐	☐	☐
3. IS A 50 FOOT NATURAL BUFFER PRESERVED AROUND ALL SURFACE WATERS DURING CONSTRUCTION?	☐	☐	☐
3.1. IF NO, HAVE REDUNDANT SEDIMENT CONTROLS BEEN INSTALLED?	☐	☐	☐
4. DO ALL ERODIBLE STOCKPILES HAVE PERIMETER CONTROL IN PLACE?	☐	☐	☐
5. IS THERE A TEMPORARY SEDIMENT BASIN ON SITE, AND IS IT BUILT AS REQUIRED IN SECTION 14 OF THE PERMIT?	☐	☐	☐
6. IS SOIL COMPACTION BEING MINIMIZED WHERE NOT DESIGNED FOR COMPACTION?	☐	☐	☐
7. IS TOPSOIL BEING PRESERVED UNLESS INFEASIBLE?	☐	☐	☐
8. IF CHEMICAL FLOCCULANTS ARE USED, IS THERE A CHEMICAL FLOCCULANT PLAN IN PLACE?	☐	☐	☐

	Y	N	N/A
1. ARE ALL PREVIOUSLY STABILIZED AREAS MAINTAINING GROUND COVER?	☐	☐	☐
2. ARE PERIMETER CONTROLS MAINTAINED AND FUNCTIONING PROPERLY. SEDIMENT REMOVED WHEN ONE-HALF FULL?	☐	☐	☐
3. ARE INLET PROTECTION DEVICES MAINTAINED AND ADEQUATELY PROTECTING INLETS?	☐	☐	☐
4. ARE THE TEMPORARY SEDIMENT BASINS BEING MAINTAINED AND FUNCTIONING PROPERLY?	☐	☐	☐
5. ARE VEHICLE TRACKING BMPs AT SITE EXISTS IN PLACE AND MAINTAINED AND FUNCTIONING PROPERLY?	☐	☐	☐
6. IS ALL TRACKED SEDIMENT BEING REMOVED WITHIN 24 HOURS?	☐	☐	☐
7. HAVE ALL SURFACE WATERS, DITCHES, CONVEYANCES, AND DISCHARGE POINTS BEEN INSPECTED?	☐	☐	☐
8. WERE ANY DISCHARGES SEEN DURING THIS INSPECTION (I.E., SEDIMENT, TURBID WATER, OR OTHERWISE)?	☐	☐	☐

	Y	N	N/A
1. ARE ALL CONSTRUCTION MATERIALS THAT CAN LEACH POLLUTANTS UNDER COVER OR PROTECTED?	☐	☐	☐
2. ARE HAZARDOUS MATERIALS BEING PROPERLY STORED?	☐	☐	☐
3. ARE APPROPRIATE BAYS BEING USED TO PREVENT DISCHARGES ASSOCIATED WITH FUELING AND MAINTENANCE OF EQUIPMENT OR VEHICLES?	☐	☐	☐
4. ARE ALL SOLID WASTES BEING PROPERLY CONTAINED AND DISPOSED OF?	☐	☐	☐
5. IS THERE A CONCRETE/OTHER MATERIAL WASHOUT AREA ON SITE AND IS IT BEING USED?	☐	☐	☐
6. IS THE CONCRETE WASHOUT AREA MARKED WITH A SIGN?	☐	☐	☐
7. ARE THE CONCRETE/OTHER MATERIAL WASHOUT AREAS PROPERLY MAINTAINED?	☐	☐	☐

1.	IS A COPY OF THE SWPPP, INSPECTION RECORDS, AND TRAINING DOCUMENTATION LOCATED ON THE CONSTRUCTION SITE, OR CAN IT BE MADE AVAILABLE WITHIN 72 HOURS?	☐	☐	☐
2.	HAS THE SWPPP BEEN FOLLOWED AND IMPLEMENTED ON SITE, AND AMENDED AS NEEDED?	☐	☐	☐
3.	IS ANY DEWATERING OCCURRING ON SITE?	☐	☐	☐
	IF YES, WHAT BMPs ARE BEING USED TO ENSURE THAT CLEAN WATER IS LEAVING THE SITE AND THE DISCHARGE IS NOT CAUSING EROSION OR SCOUR?	☐	☐	☐

4. WILL A PERMANENT STORMWATER MANAGEMENT SYSTEM BE CREATED FOR THIS PROJECT IF REQUIRED AND IN ACCORDANCE WITH SECTION 15 OF THE PERMIT (IF ADDING AN ACRE OR MORE OF NEW IMPERVIOUS SURFACE)? ☐ ☐ ☐

IF YES, DESCRIBE:

5. IF INFILTRATION/FILTRATION SYSTEMS ARE BEING CONSTRUCTED, ARE THEY MARKED AND PROTECTED FROM COMPACTION AND SEDIMENTATION? ☐ ☐ ☐

6. DESCRIPTION OF AREAS OF NON-COMPLIANCE NOTED DURING THE INSPECTION, REQUIRED CORRECTIVE ACTIONS, AND RECOMMENDED DATE OF COMPLETION OF CORRECTIVE ACTIONS:

7. PROPOSED AMENDMENTS TO THE SWPPP:

8. POTENTIAL AREAS OF FUTURE CONCERN:

9. ADDITIONAL COMMENTS

DISCLOSURES:

- AFTER DISCOVERY, THE PERMIT REQUIRES MANY OF THE DEFICIENCIES THAT MAY BE FOUND ON SITE BE CORRECTED WITHIN A SPECIFIED PERIOD OF TIME. SEE PERMIT FOR MORE DETAILS.
- THE PERMITTEE(S) IS/ARE RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPs AS WELL AS EROSION PREVENTION AND SEDIMENT CONTROL BMPs UNTIL ANOTHER PERMITTEE HAS OBTAINED COVERAGE UNDER THIS PERMIT ACCORDING TO SECTION 3, OR THE PROJECT HAS MET THE TERMINATION CONDITIONS OF THE PERMIT AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE MINNESOTA POLLUTION CONTROL AGENCY.

ATTACHMENT C - ABOVE-GROUND
FACILITY MANAGEMENT SCHEDULE

1. ALL STORMWATER RETENTION, DETENTION AND TREATMENT BASINS MUST BE INSPECTED AT LEAST ONCE A YEAR TO DETERMINE THAT BASIN RETENTION AND TREATMENT CHARACTERISTICS ARE ADEQUATE. A STORAGE TREATMENT BASIN WILL BE CONSIDERED INADEQUATE IF SEDIMENT HAS DECREASED THE WET STORAGE VOLUME BY 50 PERCENT OR DRY STORAGE VOLUME BY 25 PERCENT OF ITS ORIGINAL DESIGN VOLUME. BASED ON THIS INSPECTION, IF A STORMWATER BASIN REQUIRES SEDIMENT CLEANOUT, THE BASIN WILL BE RESTORED TO ITS ORIGINAL DESIGN CONTOURS AND VEGETATED STATE WITHIN ONE YEAR OF THE INSPECTION DATE.
2. ALL OUTLET STRUCTURES, CULVERTS, OUTFALL STRUCTURES AND OTHER STORMWATER FACILITIES FOR WHICH MAINTENANCE REQUIREMENTS ARE NOT OTHERWISE SPECIFIED HEREIN MUST BE INSPECTED IN THE SPRING, SUMMER AND FALL OF EACH YEAR. WITHIN 30 DAYS OF THE INSPECTION DATE, ALL ACCUMULATED SEDIMENT AND DEBRIS MUST BE REMOVED SUCH THAT EACH STORMWATER FACILITY OPERATES AS DESIGNED AND PERMITTED. CONTRIBUTING DRAINAGE AREAS MUST BE KEPT CLEAR OF LITTER AND VEGETATIVE DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS KEPT CLEAR, INLET AREAS KEPT CLEAN, AND UNDESIRABLE VEGETATION REMOVED. EROSION IMPAIRING THE FUNCTION OR INTEGRITY OF THE FACILITIES, IF ANY, WILL BE CORRECTED, AND ANY STRUCTURAL DAMAGE IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF THE FACILITIES MUST BE REPAIRED.
3. VOLUME CONTROL FACILITIES AND CONTRIBUTING DRAINAGE AREAS MUST BE INSPECTED EVERY THREE MONTHS DURING THE OPERATIONAL PERIOD (BETWEEN SPRING SNOWMELT AND FIRST SUBSTANTIAL SNOWFALL) AND MONITORED AFTER RAINFALL EVENTS OF 1 INCH OR MORE TO ENSURE THAT THE CONTRIBUTING DRAINAGE AREA IS CLEAR OF LITTER AND DEBRIS, INFLOW PIPES AND OVERFLOW SPILLWAYS ARE CLEAR, INLET AREAS ARE CLEAN, UNDESIRABLE VEGETATION IS REMOVED AND THERE IS NO EROSION IMPAIRING OR THREATENING TO IMPAIR THE FUNCTION OF A FACILITY. IF SEDIMENT HAS ACCUMULATED IN A INFILTRATION FEATURE, WITHIN 30 DAYS OF INSPECTION DEPOSITED SEDIMENTS MUST BE REMOVED, THE INFILTRATION CAPACITY OF THE UNDERLYING SOILS MUST BE RESTORED, AND ANY SURFACE DISTURBANCE MUST BE STABILIZED. INSPECTION MUST ENSURE THAT SEDIMENT TRAPS AND FOREBAYS ARE TRAPPING SEDIMENT AND THAT MORE THAN 50 PERCENT OF THE STORAGE VOLUME REMAINS, THE CONTRIBUTING DRAINAGE AREA IS STABLE (I.E., NO EROSION IS OBSERVED), AND INLETS AND OUTLET/OVERFLOW SPILLWAYS ARE IN GOOD CONDITIONS WITH NO EROSION. MAINTENANCE TECHNIQUES USED MUST PROTECT THE INFILTRATION CAPACITY OF THE PRACTICE BY LIMITING SOIL COMPACTION TO THE GREATEST EXTENT POSSIBLE (E.G., BY USING LOW-IMPACT EARTH-MOVING EQUIPMENT).



PROJECT

ARGENTA TRAIL

SOUTHWEST CORNER OF 70th STREET WEST & ARGENTA TRAIL
INTERSECTION, INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

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.


Matthew R. Pavuk
DATE 06/17/2024 LICENSE NO. 44263

[illegible]

REVISION SUMMARY

[illegible]

SWPPP - ATTACHMENTS

SW1.5

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Request for Council Action

SUBJECT: **Resolution Adopting Written Reasons for Denial of Interim Use Permit (IUP) Application**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, adopting written reasons of denial of the Interim Use Permit (IUP) application submitted by Inver Grove Hospitality, LLC for a Park & Ride at 6600 / 6588 Cahill Avenue.

BACKGROUND

At its September 9, 2024 meeting, the City Council considered an application from Inver Grove Hospitality, LLC, for an Interim Use Permit (IUP) for the operation of a park-and-ride facility to be operated on the property located at 6600/6588 Cahill Avenue. A motion to approve the application for an IUP failed on a 2-3 vote, and as a result, the failed vote constituted a denial of the application. In this situation, Minnesota Statutes, Section 15.99 requires that the Council adopt written reasons for denial of the application at its next regular meeting. The attached Resolution provides the written reasons for denial of the IUP application as stated on the record at the September 9, 2024 Council meeting by those Council members who voted not to approve the IUP Application.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends adoption of the attached Resolution to comply with state statute and close out this IUP application.

ATTACHMENTS

1. Resolution Adopting Written Reasons for Denial of IUP

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

RESOLUTION NO. 2024-220

**A RESOLUTION MEMORIALIZING AND ADOPTING WRITTEN FINDINGS OF FACT
AND REASONS FOR DENIAL OF THE APPLICATION FOR AN INTERIM USE
PERMIT TO ALLOW A PARK-AND-RIDE FACILITY TO BE OPERATED AT
6600/6588 CAHILL AVENUE**

**CITY PLANNING CASE NO. 24-28IUP
INVER GROVE HOSPITALITY, LLC/AMERICINN**

WHEREAS, the owners of the AmericInn located at 5861 Blaine Avenue East (Applicant) with the permission of the owner of the property located at 6600/6588 Cahill Avenue (Property) applied to the City of Inver Grove Heights for an Interim Use Permit for the Property to allow the operation by the Applicant of a park-and-ride facility on the Property (IUP Application); and

WHEREAS, the above-described IUP Application was the subject of a public hearing held at the Inver Grove Heights Planning Commission meeting on August 20, 2024, in accordance with the City Code and Minnesota Statutes, Sections 462.3597, subd. 3 and 462.357, subd. 3; and

WHEREAS, the above-described IUP Application was considered by the City Council of the City of Inver Grove Heights at the September 9, 2024 Inver Grove Heights City Council Meeting; and

WHEREAS, at the September 9, 2024 Council Meeting, a motion was made by Councilmember T'Kach and seconded by Councilmember Scales to approve the IUP Application subject to eleven conditions, but the motion to approve failed on a 2 (votes to approve) to 3 (votes against approval) vote which meant that the motion to approve failed, and the failure constituted a denial of the request; and

WHEREAS, as required by Minn. Stat. Sec. 15.99, subd. 2, contemporaneously with the vote on the failed motion to approve, which resulted in a denial of the IUP Application, the Councilmembers who voted against the motion to approve the IUP Application stated that their reasons for denial of the IUP Application were as follows:

1. The proposed park-and-ride area cannot be fenced in, and absent a fence, the park-and-ride facility cannot be adequately secured to protect public safety and the vehicles parked on the Property.
2. Concerns were raised related to public safety and security on the Property with the proposed interim use, particularly due to the fact the area was located in the back of the Property in an area with reduced visibility.

3. The Applicant had not provided information regarding the potential impact on other retail tenants on the Property, including potential parking impacts on those other retail tenants and their customers.
4. The length of the proposed interim use is too long.
5. The proposed park-and-ride use cannot be operated on the Property in a manner that fully protects public, health, safety, and welfare.

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

1. That the City Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by those voting against approval of the Interim Use Permit Application to Allow a Park-and-Ride Facility to be Operated at 6600/6588 Cahill Avenue at the September 9, 2024 City Council meeting, which by operation of law constituted a denial of said application.
2. The findings and reasons for denial as stated above are hereby made the City's written findings of fact and reasons for denial, and a copy of this resolution shall be provided to the Applicant as required by Minnesota Statutes, Section 15.99, subd. 2(c)

Adopted this 23rd day of September, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolutions Approving a Conditional Use Permit and Granting Variances for an Essential Service Use at 4682 Babcock Trail**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, granting a Conditional Use Permit for an Essential Service Structure and granting Variances from setback and fence height requirements for the property located at 4682 Babcock Trail (Xcel Energy - Case No. 24-32CV).

- Conditional Use Permit requires: 4/5th Vote
- Variances: require majority vote
- 60-days: October 4, 2024

BACKGROUND

Xcel Energy is proposing to update the natural gas distribution system at the existing facility located along the east side of Babcock Trail. Essential services are a permitted use in all districts, but essential service buildings are a conditional use in all districts except I-2. The use is consistent with the goals, policies, and plans of the 2040 Comprehensive Plan. This facility has been in operation since the mid-70's.

Part of the update includes a new equipment structure that is proposed to be 576 square feet in size, replacing a 256 square foot structure. City Code requires a 50-foot setback for essential service structures from any property zoned residential. The property is 100 feet in length; therefore, any essential service building would require a setback variance. The new equipment building would be at the same setback as the previous structure along the north and east property lines and about 16 feet closer to the south property line. The building would comply with exterior building material requirements.

Xcel Energy is also requesting a variance from the maximum fence height to construct a 10-foot-tall, chain link security fence around the perimeter of the property. The maximum fence height allowed by City Code is seven feet. The additional three feet of fence height is being requested to enhance physical security measures to lessen overall vulnerability against physical attacks of the gas distribution facility. The proposed fence does not appear to have an adverse impact on the neighborhood or affect visibility along Babcock Trail.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission: At the September 4, 2024 public hearing, the applicant was present and no members of the public testified. The Planning Commission unanimously recommended approval of the request.

Staff: Staff recommends approval of the conditional use permit and variances with the rationale listed in the attached Resolutions.

ATTACHMENTS

1. Resolution - CUP
2. Resolution Variance- Fence Height
3. Resolution Variance- Setback
4. Planning Commission Recommendation
5. Planning Report

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

RESOLUTION NO. 2024-221

**RESOLUTION APPROVING A MAJOR SITE PLAN REVIEW FOR AN ESSENTIAL SERVICE
STRUCTURE**

Case No. 24-32CV

WHEREAS, the request is for the property located at 4682 Babcock Trail and legally described as:

See Exhibit A

WHEREAS, an application for a conditional use permit has been submitted to allow an essential service structure on the property;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on September 4, 2024;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for an essential service structure is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with plans on file with the Planning Department except as may be modified by the conditions below.
2. All final development plans shall be subject to the review and approval of the City Inspections and Fire Departments.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

Commencing at the Northeast corner of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence West along the North line of said 22 acre tract 952.4 feet to the place of beginning; thence North parallel to the East line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 100 feet; thence West parallel to the North line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 149.4 feet to the center line of the old German Road; thence Southeasterly along the center line of the road 112.3 feet to the North line of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence East a distance of 100 feet to the place of beginning, containing 0.288 acres, more or less.

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

RESOLUTION NO. 2024-222

**RESOLUTION APPROVING A VARIANCE TO ALLOW A FENCE 10 FEET IN HEIGHT
WHEREAS SEVEN FEET IS MAXIMUM ALLOWED BY CODE**

CASE NO. 24-32CV

Property located at 4682 Babcock Trail and legally described as follows:

See Exhibit A

WHEREAS, the applicant is requesting a variance from City Code Title 10, Chapter 15, Section 12 restricting fences to seven feet maximum height;

WHEREAS, the afore described property is zoned R-1C, One-family Residential District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 4, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

The proposed ten-foot chain link fence does not appear to have an adverse impact on the neighborhood or affect visibility along Babcock Trail. The property's use is an essential service. The additional fence height is based on Federal Regulations to provide enhanced physical security measures for critical facilities to lessen the overall vulnerability of the power system against physical attacks and protect the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a ten-foot-tall fence is hereby approved subject to the following condition(s):

1. The fencing shall be consisting with the Fencing Plans showing location and type of fence to be constructed.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

Commencing at the Northeast corner of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence West along the North line of said 22 acre tract 952.4 feet to the place of beginning; thence North parallel to the East line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 100 feet; thence West parallel to the North line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 149.4 feet to the center line of the old German Road; thence Southeasterly along the center line of the road 112.3 feet to the North line of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence East a distance of 100 feet to the place of beginning, containing 0.288 acres, more or less.

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

RESOLUTION NO. 2024-223

**RESOLUTION APPROVING A VARIANCE TO ALLOW A STRUCTURE TO ENCROACH
INTO THE REQUIRED SETBACK**

CASE NO. 24-32CV

Property located at 4682 Babcock Trail and legally described as follows:

See Exhibit A

WHEREAS, the applicant is requesting a variance from the required 50-foot setback for essential service structures abutting R-1C, zoning districts;

WHEREAS, the afore described property is zoned R-1C, One-family Residential District;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on September 4, 2024 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The setback encroachments do not appear to have an adverse impact on the neighboring properties. The property is unique in that it is 100 feet wide, requiring a 50-foot setback would make the site unbuildable. The proposed structure would be located at the same setbacks as the old building to the north and east.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow the structure encroachment is hereby approved subject to the following condition(s):

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Exhibit A

Commencing at the Northeast corner of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence West along the North line of said 22 acre tract 952.4 feet to the place of beginning; thence North parallel to the East line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 100 feet; thence West parallel to the North line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29 a distance of 149.4 feet to the center line of the old German Road; thence Southeasterly along the center line of the road 112.3 feet to the North line of the South 22 acres of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 29; thence East a distance of 100 feet to the place of beginning, containing 0.288 acres, more or less.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 4, 2024

SUBJECT: Conditional Use Permit to construct an essential service building and Variances from setback requirements, and the maximum fence height around the perimeter of the property identified as PID No. 20-02910-76-021. (Xcel Energy – Case No. 24-32CV)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice.

Presentation of Request

Associate Planner Botten presented a summary of the staff report.

Planning Commission Discussion

Commissioner Clancy inquired if there have been prior approvals for the property. Botten confirmed that there has not been.

Opening of Public Hearing

Brian Sullivan, 414 Nicollet Mall, Minneapolis, Xcel Energy, Applicant, stated that he has read and understood the staff report. What drove this specific project is that the site is a regulator station that reduces the pressure in the gas system for the surrounding neighborhood. Although there is nothing wrong with the current system, it's nearing its end-of-life term and there is a lot of new technology that can be added. The current building is older, and has valves located outside, the newly proposed building will bring all those valves inside and clean up the site from anyone passing by.

Chair Weber closed the Public Hearing.

Planning Commission Recommendation

Motion by Heidenreich, Second by Presley, to approve a Conditional Use Permit for an Essential Service Structure to allow expansion of the existing electrical power substation subject to the two conditions listed in the staff report; a Variance to allow a fence ten feet tall whereas seven feet is the maximum height allowed by City Code subject to the one condition listed in the staff report; and Variance to allow a 576 square foot structure to encroach within the required 50-foot setback subject to the one condition listed in the staff report.

Ayes: 7

Nays: 0 Motion Carried.

The item is tentatively scheduled to go before the City Council on September 23, 2024.



Planning Commission Report

MEETING DATE:	September 4, 2024
CASE NO:	24-32CV
APPLICANT:	Xcel Energy
PROPERTY OWNER:	Northern States Power Company
REQUEST:	Conditional Use Permit and Variance
LOCATION:	4682 Babcock Trail / PID No. 20-02910-76-021
COMPREHENSIVE PLAN:	LDR, Low Density Residential
ZONING:	R-1C, Low Density Residential
STAFF CONTACT:	Heather Botten, 651.450.2569

ACTION REQUESTED

The applicant is requesting the following:

- Variance to allow a ten (10) foot tall chain link fence whereas seven (7) feet is the maximum height allowed.
- Variance to allow an Essential Service Building to be located within the required 50 foot setback from residential zoned property.
- Conditional Use Permit for an Essential Service Building in an R-1C zoning district.

BACKGROUND

Xcel Energy is proposing to update the natural gas distribution system and replace and increase the size of an equipment enclosure. The property is located in a residential zoning district. Essential services are a permitted use in all districts, but essential services buildings are a conditional use in all districts except I-2.

Xcel Energy is also requesting a Variance from fence height to install a new 10-foot-tall chain link security fence around the perimeter of the lot. The maximum fence height in the city is seven feet. The additional three feet of fence height is being requested to enhance physical security measures to lessen overall vulnerability against physical attacks of the gas distribution facility.

EVALUATION OF REQUEST

SURROUNDING USES.

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Residential	Zoned: R-1C	Guided: LDR, Low Density Residential
West	Vacant	Zoned: R-1C	Guided: Public Open Space
South	Residential	Zoned: R-1C	Guided: LDR, Low Density Residential
East	Residential	Zoned: R-1C and P	Guided: LDR, Low Density Residential and Public Open Space

SITE PLAN REVIEW.

Setbacks. The new equipment structure is proposed to be 576 square feet in size, replacing a 256 square foot structure. City code requires a 50-foot setback for essential service structures from any property zoned Residential or Estate. The property is 100 feet in length; therefore, any essential service building would require a setback variance. The new equipment building would be at the same setback as the previous structure along the north and east property line and about 16 feet closer to the south property line.

Access. Access to the site is not changing; there is one access point off Babcock Trail.

CONDITIONAL USE PERMIT (CUP) REVIEW.

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the 2040 Comprehensive Plan. The regulator station has been in place since the mid-1970's.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

This standard would be met. Essential Service Structures are a conditional use in all districts except the I-2, General Industry district. The larger building will house more of the equipment inside, which will be more visually appealing to the abutting neighbors.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

This standard would be met. The site has been an essential service use for about 50 years, and the proposed structure would not pose any additional issues with surrounding land use.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the city to provide such services in an orderly, timely manner.*

The proposed request does not appear to have any negative effects on City facilities or services. The site only has intermittent activity by Xcel Energy staff for routine maintenance.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

a) *Aesthetics/exterior appearance*

The old building was in poor condition, and the new building will improve the visual appeal of the facility.

b) *Noise*

The proposed structure would enclose more of the onsite equipment than the old one, reducing the overall noise to the surrounding property owners.

c) *Traffic*

Traffic is not an issue. The site would only have intermittent employee traffic.

d) *Drainage*

If needed, a grading and erosion plan will be approved by the city engineer at the time of building permit.

e) *Fencing, landscaping and buffering*

No new landscaping is being proposed.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The site has been used as an essential service site since the mid-1970's. The lot is 100 feet in width, so a variance is required for the location of the proposed structure to encroach within the 50-foot setback. All other zoning, building and fire codes would be met.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

Staff are not aware of any public health, safety or welfare issues associated with the proposal.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The site has operated without any issues and no new issues are expected to arise with the proposed improvements.

VARIANCE REVIEW.

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, the City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The requests are not contrary to the area as defined in the Comprehensive Plan.

Fence: The use of the property is an essential service, which is a permitted use in the residential zoning districts. The site is currently protected by a chain link fence. A taller fence with one inch chain link openings installed for security purposes appears to be in harmony with allowing essential service uses in residential areas.

Setback: As discussed above, the proposed essential service building is conditionally permitted. The property is not large enough to comply with the minimum setback

requirements. The proposed structure would meet other code requirements such as exterior building materials.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

Fence: The essential service use on the property of a gas distribution center has an existing chain link fence that is subject to security risks due to its height and size of the grid openings that allows for easier scaling of the fence. The security upgrades include installing a new fence around the facility that will discourage unauthorized access; improve safety; and prevent damage to the equipment inside. There is no barbed wire proposed, only the 10-foot-tall fence with smaller opening chain link.

Setback: A 50-foot setback from all property lines leaves no buildable site on the property unless a variance is granted. The proposed location of the structure would be the most reasonable as it would not be any closer to the north and east property lines than the established setback of the old shed. The proposed structure would be located about 16 feet closer to the south property line due to the increase in size of the structure.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

Fence: The need for additional height is based on Federal Regulations to provide enhanced physical security measures for critical facilities to lessen the overall vulnerability of the power system against physical attacks.

Setback: The essential service use is on the residential zoned property has been in operation since the mid-1970's. The property is 100 feet in width, as noted above, a 50-foot setback from property lines leaves no buildable site on the property unless a variance is granted.

4. *The variance will not alter the essential character of the locality.*

Fence: One of the functions of height requirements is the aesthetic qualities from street and neighboring views. The proposed fence would be located in the same location as the existing fence, about 16-17 feet off the sidewalk and up to the property lines along the north, east and south lot lines.

Setback: The new building is replacing an old, deteriorating structure. The location of the building would be at the same setback to the north and east lot lines. Due to the increase in size, the building would be located 16 feet closer to the property line to the south.

The variances do not appear to alter the character of the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for either variance request.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. Approval. If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approval of the **Conditional Use Permit** for an Essential Service Structure to allow expansion of the existing electrical power substation subject to the following conditions:
 1. The site shall be developed in substantial conformance with plans on file with the Planning Department except as may be modified by the conditions below.
 2. All final development plans shall be subject to the review and approval of the City Inspections and Fire Departments.
- Approval of the **Variance** to allow a fence ten feet tall whereas seven feet is the maximum allowed by code subject to the following condition:
 1. The fencing shall be consistent with the Fencing Plans showing the location and type of fence to be constructed.

Rational: The proposed ten-foot chain link fence does not appear to have an adverse impact on the neighborhood or affect visibility along Babcock Trail. The property's use is an essential service. The additional fence height is based on Federal Regulations to provide enhanced physical security measures for critical facilities to lessen the overall vulnerability of the power system against physical attacks and protect the community.

- Approval of the **Variance** to allow a 576 square foot structure to encroach within the required 50-foot setback subject to the following condition:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

Rationale: The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The setback encroachments do not appear to have an adverse impact on the neighboring properties. The property is unique in that it is 100 feet wide, requiring a 50-foot setback would make the property unbuildable. The proposed structure would be located at the same setbacks as the old building to the north and east.

B. Denial. If the Planning Commission does not support the requests, the Commission could recommend denial of the proposed requests. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the conditional use permit and variances as presented.

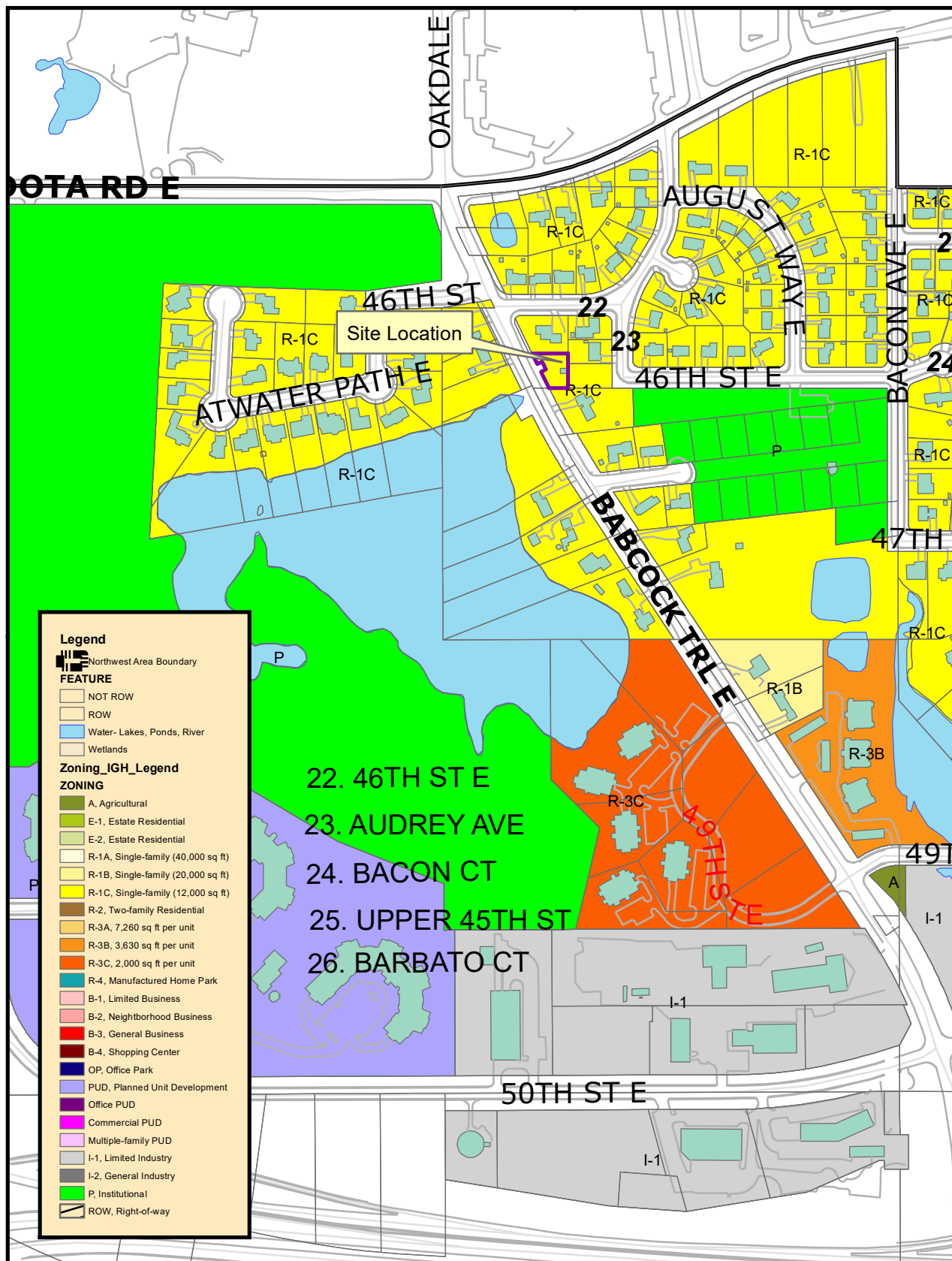
ATTACHMENTS

1. Zoning and Location Map
2. Narrative
3. Site Plan
4. Fence Plan

5. Building Elevations



Xcel Energy Case No. 24-32CV



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORD, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A Zoning and Location Map

Map not to scale



July 31st, 2024

Revised August 22nd, 2024

Planning and City Council Members

City of Inver Grove Heights – Permits & Inspections

8150 Barbara Ave

Inver Grove Heights, MN 55077

Heather Botten and Jordan Doucette

Variance and Conditional Use Request – Setback Requirement

Xcel Energy Gas Regulator Facility

Address: 4682 Babcock Trail

PID: 20-02910-76-021

To the Planning and City Council Members of Inver Grove Heights,

Ensuring the natural gas distribution system is updated and secure is a top priority for Xcel Energy and our partners across the natural gas industry. As advancements in technology are deployed, this responsibility grows. That being said, the replacement of the gas regulator station at 4682 Babcock Trail is essential. The new facility will replace the existing regulator station and “relief valves” over-pressure protection (OPP), with a fully enclosed regulator substation.. This update provides increased safety for both Xcel employees and the public and ensures proper function so that the surrounding community of Inver Grove Heights can reliably receive natural gas.

The gas facility and the structures and devices that support the facility are an integral part to the delivery of gas to our customers. By replacing the regulator station and relief valve, the risk of natural gas release if the main regulator fails is eliminated. Currently there is a relief valve, which would vent gas to the atmosphere instead if a problem is detected. The new station includes a second regulator which will sense that there is an issue and will take over for the main regulator. This reduces our environmental footprint by eliminating the risk of carbon emission into the surrounding environment.

In addition we plan to replace the existing building with an new equipment enclosure which will hold all of the above ground regulator station equipment. The old building was in poor condition, and the new building will improve the visual appeal of the facility. Without the building, the community would see an industrial looking regulator station with above grade piping and equipment. As well as providing a greater visual appeal, enclosing the regulator station in a new building will reduce the noise emittance of the regulator station. Without the building, there would be noise associated with the station that the nearby neighbors have previously encountered. The new building will also make maintenance easier, as it keeps the equipment out of the elements during maintenance and provides better access for Xcel employees. The building will also secure the facility, making it more difficult for someone to impact the station’s operation accidentally or intentionally. Safety and security are of the utmost importance to Xcel, and by replacing the existing building, we can ensure greater safety of the surrounding residential community.

The upgrades are part of Xcel Energy's comprehensive efforts to secure and maintain our gas facilities in the communities we serve. Xcel seeks a variance to the setback requirements, in addition to a conditional use permit for the construction of an updated gas regulator facility. The specific provision in the City Code in which this variance is requested is:

10-2-2: Definitions: Essential Service Building:

ESSENTIAL SERVICES BUILDINGS:	Buildings necessary for the provision of essential services, including, but not limited to, telephone exchange stations, booster or pressure regulating stations, wells and pumping stations, elevated tanks, lift stations and electrical power substations, provided no building shall be located within fifty feet (50') from any lot line of an abutting lot in an R or E district.
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Xcel Energy is requesting the following variance to the ordinance:

- Variance from the 50' essential service building setback requirement.
- Variance to allow for a 10; tall chain link security fence.
- Conditional Use Permit for an Xcel gas regulator station and distribution facility (essential service) located in a R1-C district.

The property is in the R1-C zoning district and is approximately .29 acres in size.

The regulator station has been in place since the mid 1970's. Due to the size of the lot, .29 acres, the setback standard is impossible to comply with. The new building is replacing the old one in the same location. This request is reasonable since the new building seeks to replace the existing building in the same location on the property. This variance is in harmony with the goals of the ordinance to maintain the character of the area as well as to promote safety. The Comprehensive Plan of the city is also consistent with our request as the plan outlines the importance of utility upkeep to prevent community risk and environmental harm. By replacing the building and the equipment of our facility, we seek to maintain the community development standards of safety and community wellness.

Xcel Energy (Northern States Power Co.) is the owner of this property. The contact information for Xcel is an address of 414 Nicollet Mall, Minneapolis, MN 55401, and a phone number of 612.216.9229 or 612-216-8083. The valued cost of this project is \$700,000 for all construction materials and labor costs.

The situation is unique to our facility because as a gas distribution center, there is an increased responsible to maintain, secure, and upgrade our facility. This facility helps provide natural gas to the surrounding Inver Grove community, and this upgrade would ensure proper function, reduced risk, and greater aesthetics for the area. The practical difficulty that exists at this location is the character of the property. Since there is an existing regulator facility, the granting of this variance would not change the existing layout or character of the facility. Upgrading to a newer and nicer building would increase safety as well as make the area look nicer.

The three conditions for a variance request: uniqueness to the property, the project remaining consistent with public interest, and lack of reasonable use without the variance are covered in our project description. In terms of being unique to the property, the site has been as an essential service for decades and the shape and size of the property create a practical difficulty in maintaining the facility as a regulator station. With the implementation of new standards and advances in equipment design, there is a strong need to update our facility for reliability,

environmental, and safety reasons. This project is not contrary or detrimental to the public welfare, as the proposed facility supports these interests by providing safe and reliable nature gas to the surrounding community. The proposed use of the property does not affect the supply of light or air to the surrounding properties. Last, there is no reasonable use of the land without the variance. Without the ability to update the facility, the reasonable use of the land as an essential service is non-existent. The building is located to support the community in providing natural gas. Since the property is only .29 acres in size, trapezoidal in shape, and is bounded by a roadway, there is little space to move the location of the regulator station to be 50' from the neighboring parcel. Rebuilding the facility and updating the equipment does not pose a risk to the community, as it will be the same distance from the property line as the existing building is. Not only does this proposed project provide secureness for our facility, but it promotes community safety. It is paramount to keep this facility updated, secure, and aesthetically pleasing to the surrounding residential community, hence the necessity for this variance and conditional use permit to continue its use as an essential service.

The existing gas facility is an essential service that supplies natural gas and power to the business and residents of Inver Grove Heights and the surrounding communities. The upgrades proposed will help ensure the safety of the public and employees of Xcel Energy; and help provide safe and reliable power for years to come. Attached for your review and approval is the variance and CUP application, site plan, legal description, and photos of the property. Xcel Energy respectfully requests your approval of our variance and conditional use permit request.

Regards,



Sydney Gabriel
Siting and Land Rights Intern
P: (612) 216-9229
E: sydney.gabriel@xcelenergy.com

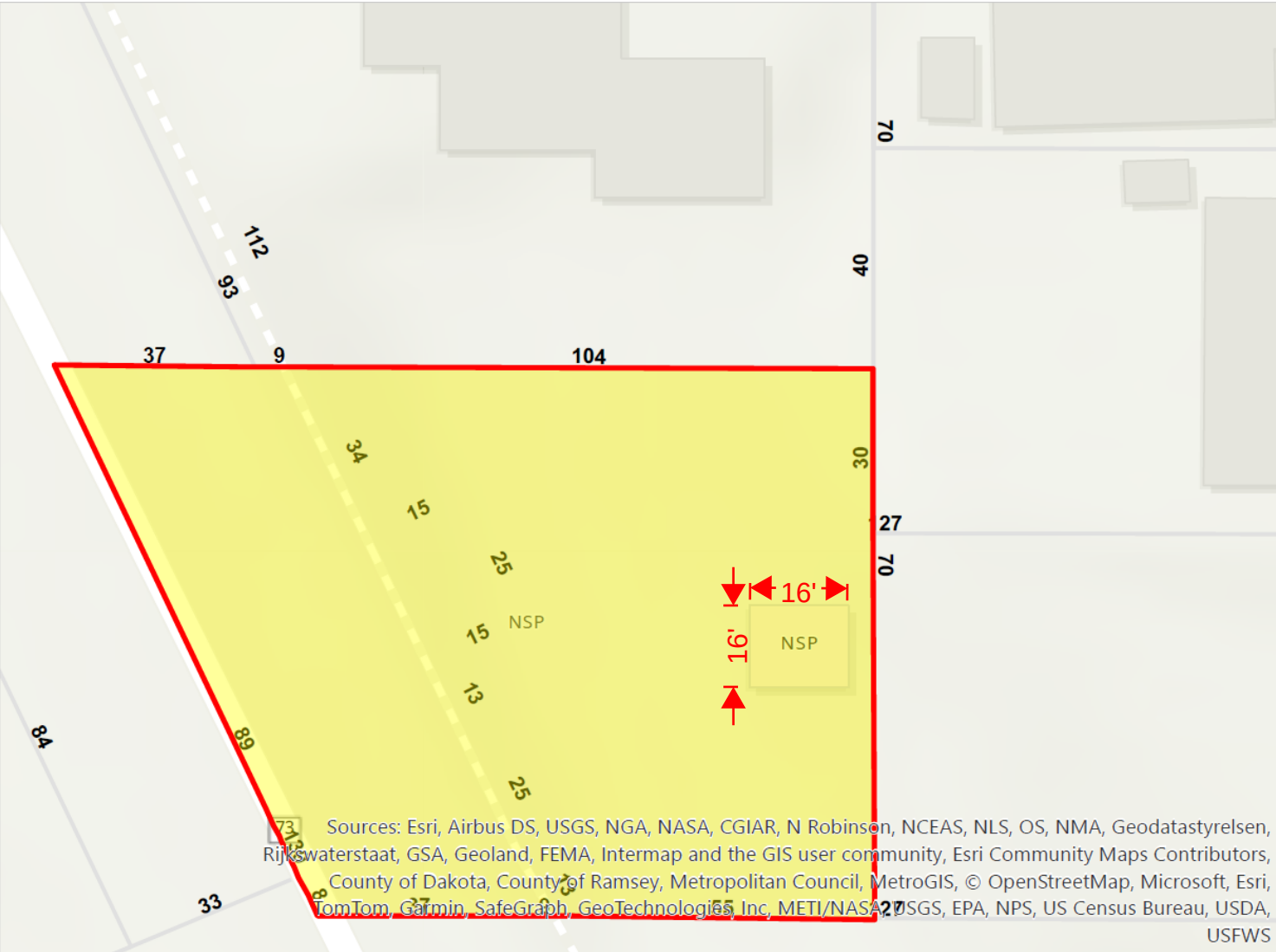


Brian Sullivan
Siting and Land Rights
P: 612.216.8083 | C: 612.366.023
E: brian.e.sullivan@xcelenergy.com

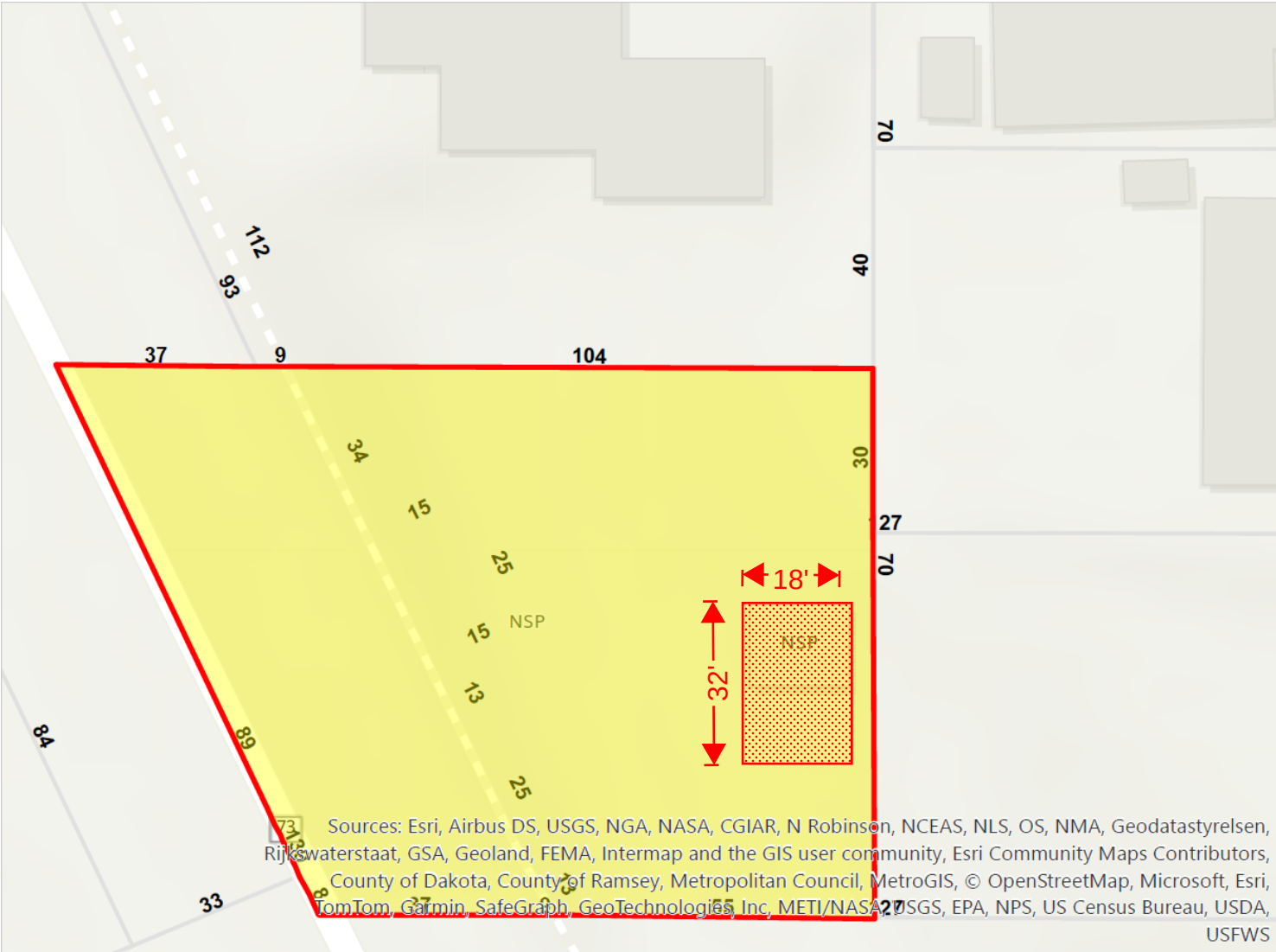
EXISTING SITE PHOTOS

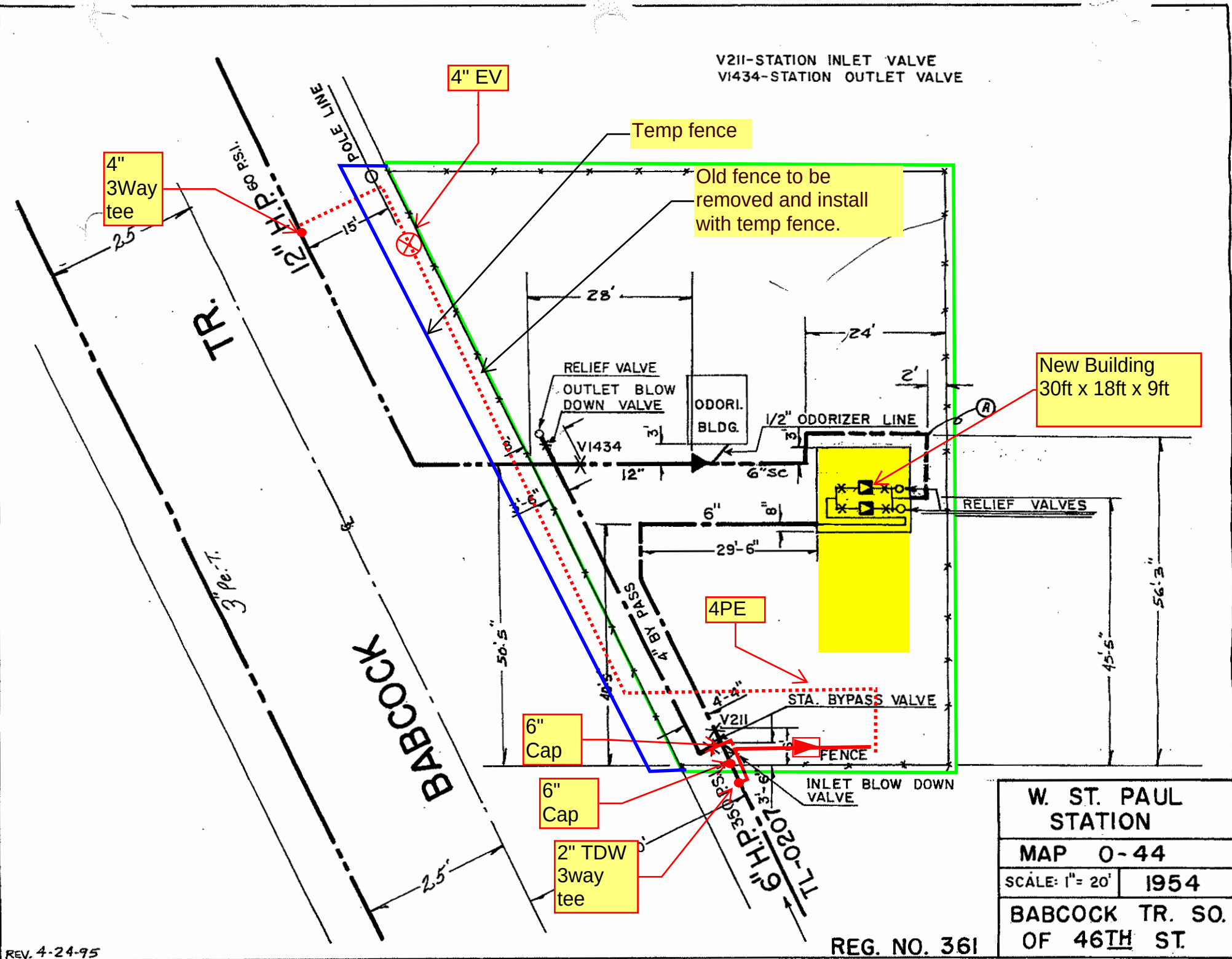


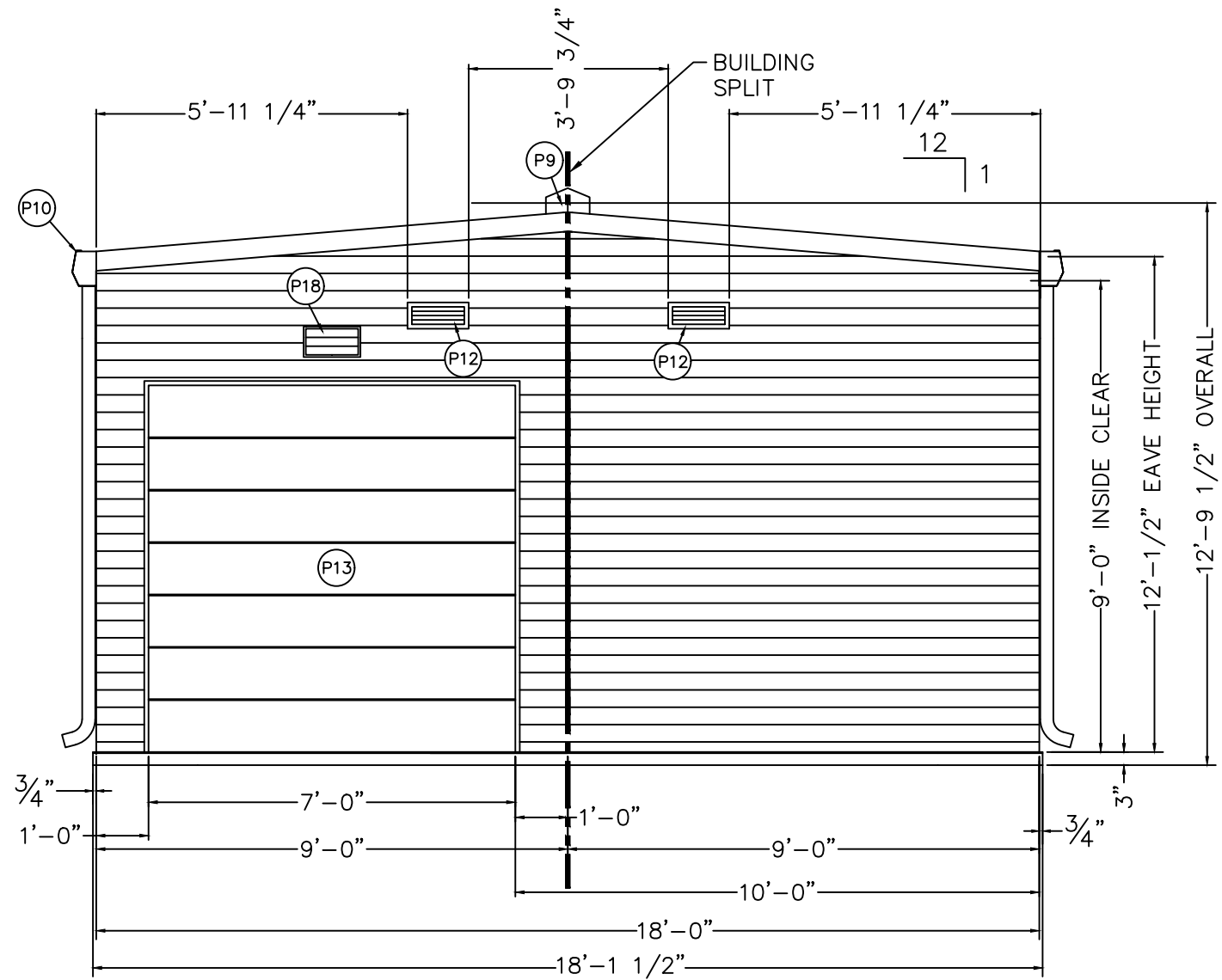
EXISTING 16X16 REGULATOR BUILDING



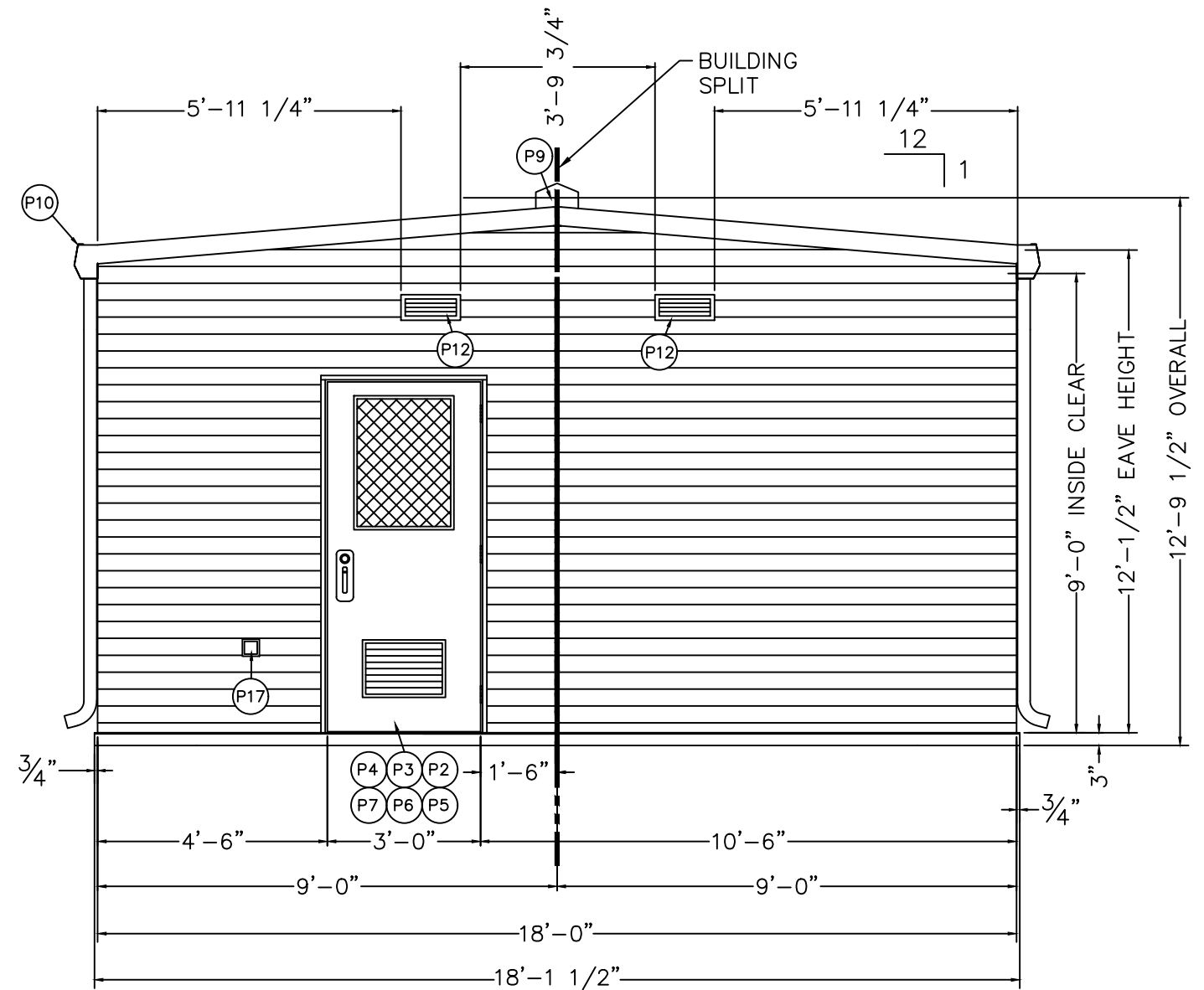
PROPOSED 18X33 REGULATOR BUILDING







NORTH WALL



SOUTH WALL

1
A3

EXTERIOR ELEVATIONS

NTS

For Approval Only
7:32 am, Aug 21 2024

	PHASE	DESCRIPTION	DFTR.	CKR.	DATE
NO	0	DRAWINGS FOR APPROVAL 'A'	SA	CS	06/11/2024
NO	1	DRAWINGS FOR APPROVAL 'A'	SA	CS	06/20/2024
NO	2	DRAWINGS FOR APPROVAL 'A'	SA	CS	06/24/2024
NO	3	DRAWINGS FOR APPROVAL 'A'	SA	CS	08/20/2024

NOT TO SCALE



630 BLACKMAN STREET
HARVARD, IL 600332331
Phone (815) 943-7431

PROJECT NAME:
Station R361 Babcock Trail Regulator Building

LOCATION:
4682 Babcock Trail Inver Grove Heights, MN 55077

CUSTOMER:
Excel Energy

JOB NO.
15490-NEL

DRAWING NO.
A3



Request for Council Action

SUBJECT: **Exempt Gambling Permit for Ducks Unlimited**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve the application of Ducks Unlimited for an exempt gambling permit to conduct a bingo and raffle event at the Loyal Order of Moose Lodge #1088, 5927 Concord Blvd, on October 10, 2024.

BACKGROUND

Ducks Unlimited is seeking approval of an exempt gambling permit to hold a bingo and raffle event at the Loyal Order of Moose Lodge #1088 on October 10, 2024. Ducks Unlimited is a non-profit conservation organization specializing in habitat restoration and clean water across North America.

FISCAL IMPACT

none

RECOMMENDATION

Staff recommends approval of the exempt gambling permit.

ATTACHMENTS

1. LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: University of Minnesota Ducks Unlimited Previous Gambling Permit Number: X-92226

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 7631 Ontario Blvd.

City: Eden Prairie State: MN Zip: 55334 County: Hennepin

Name of Chief Executive Officer (CEO): Mitch Hoistad

CEO Daytime Phone: 612-386-5491 CEO Email: hoistadmitch@gmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Moose Lodge

Physical Address (do not use P.O. box): 5927 Concord Blvd

Check one:
☒ City: Inver Grove Heights Zip: 55076 County: Dakota
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): October 10, 2024

Check each type of gambling activity that your organization will conduct:

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

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)
**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

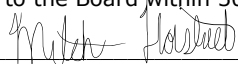
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 8/20/2024
(Signature must be CEO's signature; designee may not sign)

Print Name: Mitch Hoistad
REQUIREMENTS
Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS
Mail application with:

- _____ a copy of your proof of nonprofit status; and
- ☒ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Checklist for Exempt Raffle

Organization Name: University of Minnesota Ducks Unlimited		Previous Gambling Permit #: X-92226	Date of Raffle Drawing: October 10, 2024																								
INSTRUCTIONS: - The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, "<i>Conduct of Raffles</i>"; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist. - After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.																											
Yes	N/A	- If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. - If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.	<table border="1"> <thead> <tr> <th>Yes</th> <th>Conduct</th> </tr> </thead> <tbody> <tr> <td>☒</td> <td>9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (<i>349.2127</i>) (<i>7861.0260</i>)</td> </tr> <tr> <td>☒</td> <td>10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (<i>349.173</i>)</td> </tr> <tr> <td>☒</td> <td>11. Persons are not required to be present at a raffle drawing to be eligible to win. (<i>349.173</i>) (<i>7861.0310</i>)</td> </tr> <tr> <td>☒</td> <td>12. Raffle tickets are not sold to or won by persons under age 18. (<i>349.181</i>) (<i>7861.0310</i>)</td> </tr> <tr> <td>☒</td> <td>13. Purchasers are not required to buy anything other than the ticket. (<i>349.173</i>) (<i>7861.0310</i>)</td> </tr> <tr> <td>☒</td> <td>House Rules</td> </tr> <tr> <td>☒</td> <td>14. Clear and legible house rules in accordance with MN Rule <i>7861.0310</i> are prominently posted at the point of winner selection.</td> </tr> <tr> <td>☒</td> <td>Post Raffle Conduct</td> </tr> <tr> <td>☒</td> <td>15. An exempt permit financial report (<i>LG220A</i>) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (<i>349.166</i>)</td> </tr> <tr> <td>☒</td> <td>16. Gambling funds may only be spent for allowable expenses and lawful purposes. (<i>349.12 3a & 25</i>)</td> </tr> <tr> <td>☒</td> <td>17. Gambling records must be kept for 3½ years. (<i>7861.0310</i>)</td> </tr> </tbody> </table>	Yes	Conduct	☒	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (<i>349.2127</i>) (<i>7861.0260</i>)	☒	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (<i>349.173</i>)	☒	11. Persons are not required to be present at a raffle drawing to be eligible to win. (<i>349.173</i>) (<i>7861.0310</i>)	☒	12. Raffle tickets are not sold to or won by persons under age 18. (<i>349.181</i>) (<i>7861.0310</i>)	☒	13. Purchasers are not required to buy anything other than the ticket. (<i>349.173</i>) (<i>7861.0310</i>)	☒	House Rules	☒	14. Clear and legible house rules in accordance with MN Rule <i>7861.0310</i> are prominently posted at the point of winner selection.	☒	Post Raffle Conduct	☒	15. An exempt permit financial report (<i>LG220A</i>) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (<i>349.166</i>)	☒	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (<i>349.12 3a & 25</i>)	☒	17. Gambling records must be kept for 3½ years. (<i>7861.0310</i>)
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☐	☒	2. Tickets contain the sequential number of the raffle ticket. (<i>349.173</i>)																									
☐	☒	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (<i>349.173</i>)																									
Yes	Prizes																										
☒	4. The organization is the sole owner of all the real or personal property to be awarded. (<i>7861.0260</i>)																										
☒	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (<i>7861.0260</i>)	Yes																									
☒	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (<i>7861.0260</i>)	Yes																									
☒	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (<i>349.166</i>)	☒																									
☒	8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (<i>340A.707</i>)	☒																									
CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)																											
Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.																											
Signature: 		Date: 8/20/2024	Print Name: Mitch Hoistad																								
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.		Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public																									
		Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.																									

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

An equal opportunity employer

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
Allowable expenses - Gambling funds may be spent for allowable expenses, such as: • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose): • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public or active military personnel in need); • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).	1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.



Request for Council Action

SUBJECT: **Approval of Contract with Invoice Cloud for Payment Processing Services**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached payment processing contract (Biller Agreement) with Invoice Cloud.

BACKGROUND

The City's current finance software, Tyler ERP Pro 10, provides a payment processing portal that the City has utilized for several years to accept credit card and bank payments from utility customers. Since this portal is supported by the same company as the financial software, the transfer of data between the two systems is fairly effortless. However, the portal is more costly when compared to other systems, not as user-friendly as other systems and overall lacks a modern approach to engaging with customers.

Staff are proposing that the City terminate the existing agreement with Tyler Technologies for their payment processing portal and instead contract with Invoice Cloud for those services. Invoice Cloud works with other clients who utilize Tyler ERP Pro 10 for their finance software and their feedback on Invoice Cloud and their conversion experience has been extremely positive.

Staff believe that Invoice Cloud will provide residents and customers with a more customer-friendly and modern approach to paying their bills. One example is that customers can set up email reminders and pay their bill from a link provided within those email reminders. This transition will also allow staff better access to the online portal so they can assist customers with any issues. Under the current portal, it is difficult to assist customers as staff cannot "see" the same thing customers do.

In addition to efficiencies gained by both customers and staff, the City should recognize some financial savings as well in both the monthly fees and in the processing charges to print paper statements. By providing customers with a friendly payment processing system, governments have experienced a dramatic increase in the number of customers who enroll in paperless statements. And, the more customers who elect to receive their statements electronically, the more the City can save in postage and printing costs. The print savings is estimated at \$0.69 per customer per paperless bill.

Payment of Credit Card & E-Check Fees

Staff have negotiated a lower credit card transaction fee under the proposed contract with Invoice Cloud. The credit card transaction fees with the current Tyler vendor average about 5.5%. The fee under Invoice Cloud is proposed at 3.1%.

This is important because one of the major areas where staff are recommending a change to existing City practice is in regard to who pays the credit card fee. Years ago, when the City began to accept credit cards, it was the City's practice to absorb the credit card and e-check fees. However, what was once a small expense 10+ years ago has now accumulated into a cost of over \$250,000 annually. Under the current system there is no incentive for a payer to use the less expensive e-check method of payment, so these costs keep rising.

Staff are proposing that the City continue to cover the less expensive e-check fee (\$0.50/transaction) and pass on the credit card fee (3.1% of the transaction) to the end user. This will allow the end user to continue to pay their bill electronically and provide them with a choice of whether they want to avoid a fee (by paying via e-check) or if they are willing to pay the fee (in order to pay via credit card). Invoice Cloud has indicated that this does seem to be the preferred approach for most of their government clients.

In 2025, the Water and Sanitary Sewer operating budgets for credit card and e-check fees are estimated at \$130,000 - this figure will be significantly less under these proposed changes.

Implementation Across Other City Platforms - TBD

The City has a number of additional, standalone point of sale systems that are supported by a variety of payment processing vendors (Golf Course, Community Center, Inspections). In the future, staff will look for ways to consolidate some of these payment processing vendors to reduce the complexity of daily and monthly credit card reconciliations, as well as add consistency and continuity for outside users of the city's various payment systems.

The goal is to implement the Invoice Cloud contract with the utility billing system first and then, as long as that system is working well, expand this contract into other areas of the City when appropriate. This would include transitioning each payment system so that the customer/user would pay the credit card transaction fee, but the City would continue to cover e-check fees.

In addition to the 2025 Water and Sanitary Sewer budget, the following proposed budgets also contain budgets for the coverage of credit card or e-check fees: Inspections (\$20,000), Recreation (\$8,700), Community Center (\$65,000), and Golf Course (\$70,000). The Golf Course also incurs additional fees when running an anniversary membership drive.

FISCAL IMPACT

Entering into this contract will generate cost savings for the Water and Sewer operating budgets for monthly payment processing services as well as provide opportunities for customers to transition to paperless statements, which will create additional savings for the City. There should also be a reduction in the amount of staff time spent on phone calls and resolving payment issues.

Making a change to the City's practice of absorbing both the credit card fees and e-check fees - to instead, having the City only cover the e-check fees, will provide significant savings to the Water and Sanitary Sewer operating budgets. As the City expands this practice into its other departments and systems, those savings will continue to grow.

RECOMMENDATION

Staff recommends approval of the attached payment processing contract (Biller Agreement) with Invoice Cloud. The contract has been reviewed by the City Attorney and found to be acceptable.

ATTACHMENTS

1. Invoice Cloud Contract/Biller Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein and any applicable data practices laws including the Minnesota Government Data Practices Act, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential

Billers Agreement

information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of three (3) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive one (1) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Billers Agreement

Billers agrees and acknowledges that in the event that Billers has access to, receives from, creates, or receives protected health information, or Billers has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Billers is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billers is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Billers’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billers allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billers will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billers may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Billers give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Billers shall cooperate with Invoice Cloud to effect a timely Implementation by Billers allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Billers’s software and service providers and providing to Invoice Cloud the information required to integrate with Billers’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Billers and Billers’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Billers’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Billers’s failure to resolve a payment dispute concerning debts owed to Billers or Billers’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Billers and/or payer, payment transaction and other fees as provided in the Billers Order Form. In addition, Invoice Cloud will charge the fees set forth on the Billers Order Form for the initial platform setup, configuration, implementation and integration with Billers system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Billers following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Billers Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Billers Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Billers Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Billers’s specifications after Billers has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Billers error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A SECURITY BREACH AS DEFINED HEREIN, INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE SECURITY BREACH. FOR PURPOSES OF THIS AGREEMENT, A “SECURITY BREACH” IS DEFINED AS AN EVENT THAT IS KNOWN TO HAVE RESULTED IN THE UNAUTHORIZED ACCESS TO, OR UNAUTHORIZED USE, TRANSMISSION, OR DISCLOSURE OF, CUSTOMER DATA, INCLUDING BUT NOT LIMITED TO PERSONALLY IDENTIFYING INFORMATION, PERSONAL HEALTHCARE INFORMATION, OR ANY OTHER SENSITIVE INFORMATION PROTECTED UNDER STATE OR FEDERAL LAW, WHERE SUCH UNAUTHORIZED ACCESS, USE, TRANSMISSION OR DISCLOSURE OCCURS WITHIN INVOICE CLOUD’S SYSTEMS AND WHILE SUCH CUSTOMER DATA IS IN INVOICE CLOUD’S EXCLUSIVE POSSESSION AND CONTROL, AND IS DUE TO INVOICE CLOUD’S FAILURE TO MAINTAIN REASONABLE AND APPROPRIATE SECURITY MEASURES, SAFEGUARDS, OR CONTROLS. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do

Biller Agreement

not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. Only to the extent applicable, the Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184 Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.



Request for Council Action

SUBJECT: **Resolution Approving Agreement with Legal Notification Services Inc. for 180-day Pilot Program of iSubpoena**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the attached agreement with Legal Notification Services Inc. for the Police Department to participate in a 180-day pilot program of their iSubpoena product.

BACKGROUND

The Police Department currently utilizes a Microsoft Excel spreadsheet and Microsoft Outlook calendar to track, manage and send notifications of the court case schedules for all department members. The iSubpoena Professional system is expected to significantly modernize and streamline this process, free up time for the Department's support staff and reduce confusion and duplication.

FISCAL IMPACT

There is no financial impact as this is a 180-day pilot program. If the program is successful, the FY25 budget already includes funding for the program as a budgeted item.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, to enter into an agreement with Legal Notification Services Inc. for a 180-day pilot program of their iSubpoena product.

ATTACHMENTS

1. Resolution - FY24 iSubpoena 180-day Pilot Program
2. Participating Agency Agreement - Pilot-090524

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND LEGAL NOTIFICATION SERVICES
INC. FOR A 180-DAY PILOT PROGRAM**

RESOLUTION NO. 2024-224

WHEREAS, The City of Inver Grove Heights and Legal Notification Services Inc. agree to conduct a 180-day pilot program utilizing the ISubpoena program.

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

1. The City Council hereby approves entering into an agreement with Legal Notification Services Inc. to conduct a 180-day pilot program utilizing the ISubpoena program at no cost to the City.
2. The City Council hereby authorizes Police Chief Chiodo to execute such agreement for 180-days to utilize the ISubpoena program on behalf of the Inver Grove Heights Police Department.

Adopted by the City Council of Inver Grove Heights this 23rd day of September 2024.

Ayes:

Nays:

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

ISUBPOENA SYSTEM PARTICIPATION AGREEMENT

180 day - Pilot Program

This agreement acknowledges the participation of the **Campbell Knutson St Paul Law Firm** and **Inver Grove Heights Police Department** with the **ISubpoena Professional Criminal Subpoena Delivery System for a 180-day pilot program**.

Legal Notification Services, Inc. (hereafter "Developer"), the **City of Inver Grove Heights** (hereafter "Purchaser") and the **Campbell Knutson PA** (hereafter "Participant"), referred to jointly herein as the "Parties," with regard to the 180-day pilot program for Developer's ISubpoena Professional automated subpoena software system (hereafter "System") by Purchaser and Participant.

1. Nature of Agreement

Developer has developed the System as a legal services system intended as a cost-effective method of preparing, serving, and managing subpoenas issued in the course of legal proceedings.

Purchaser and Participant have agreed to participate in a 180-day pilot program using the iSubpoena System for utilization in the course of investigating and prosecuting criminal and civil cases by Purchaser and Participant. Developer agrees to provide the System and all reasonable and necessary materials, training, and support to facilitate Purchasers and Participant's use of the System at no charge for a **6 Month pilot period**. Purchaser and Participant agrees to maintain an accurate list of active Officers and Attorneys through the User Update Form located on the Legal Notification Services website support page. **Purchaser and Participant agrees to utilize the iSubpoena system as designed to benefit all users of the iSubpoena system during the pilot period.**

Purchaser and Participant agrees that if employees utilize the ISubpoena system by downloading and interacting with the ISubpoena app on the employee's personal smartphone or any other mobile device, or by receiving and responding to emails from the ISubpoena system on the employee's personal devices, or viewing the ISubpoena web portal or website on any of the employee's personal electronic devices, that these interactions are not tantamount to a wholesale waiver of the employee's constitutional right to privacy on these personal devices relating to the use of the ISubpoena system.

2. Set Up, Configuration, Training and Support

Developer agrees to provide Purchaser and Participant with System set up and configuration promptly following execution of this Agreement. Developer agrees to provide reasonable and sufficient training and support to Purchaser and Participant in order to facilitate Purchaser and Participant's use of the System.

3. Payment and Billing

There shall be no cost to Purchaser or Participant for Setup, Configuration, Training and Support and annual license, support, maintenance and upgrade protection for Purchaser and Participant during the 180-day pilot program. If the Parties decide to continue using the iSubpoena System following the completion of the 180-day pilot program, Purchaser and Participant shall enter into a separate agreement with Developer after the 180- day special introductory pilot period. Any such agreement shall spell out the costs to the Participant and Purchaser for continued use of the System.

4. Ownership and Copyright

As between Developer, Purchaser and Participant, Developer will be and remain the sole owner of the System and of all copyrights, patents and trademarks associated with the System. Purchaser and Participant's use of the System shall be under license by Developer. Developer retains all rights with respect to the sale, reproduction, marketing, development and distribution of the System. All rights not expressly granted in this Agreement will remain with Developer, including the right to develop additional versions of the System, including for any and all platforms. Purchaser and Participant shall not undertake any action by which a third party will have any colorable claim of rights with respect to the System.

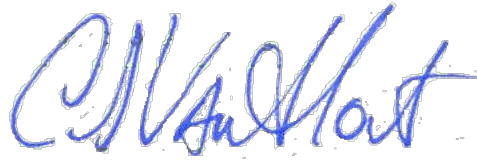
5. General Provisions

This agreement is intended to be a legally binding and shall govern the relationship of the Parties to this agreement until such time that it is replaced by definitive documents addressing the same subject matter.

Nothing in agreement is intended to be, nor shall be, construed to create an employer-employee relationship, or a joint venture relationship, or to allow Purchaser or Participant to exercise discretion or control over the professional manner in which Developer performs any service component of this agreement, provided however, that the performance of any such services shall be in a manner consistent with the generally accepted professional standards applicable to such services. Developer shall not be eligible under the agreement for any benefits or compensation from Purchaser or Participant not specifically set forth herein.

This Agreement may only be modified in writing.

Dated: August 15, 2024



Legal Notification Services, Inc.
Cornelis Van Hout – Founder/CEO
ISubpoena Developer and Owner

Dated: _____

Jerome Porter
Campbell Knutson PA

Dated: _____

Chief Melissa Chiodo
Inver Grove Heights Police Dept.



Request for Council Action

SUBJECT: **Authorization to Enter into Contract with Total Construction & Equipment, Inc. for Lighting Improvements at City Hall and Police Station**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to approve a contract with Total Construction & Equipment, Inc. for lighting improvements at City Hall and the Police Station, at a cost of \$167,700.

BACKGROUND

The City's 2024-2028 Capital Improvement Plan (CIP) and approved 2023 Budget Carryover includes \$131,000 for LED lighting improvements at City Hall and the Police Station. This project will be funded through the City Facility Fund (Fund 605) and the \$71,160 Energy Efficiency and Conservation Block Grant (EECBG) that the City was awarded in 2024.

As a reminder, the EECBG grant is intended to support lighting efficiency improvements through retrofitting existing lighting at City Hall and the Police Station. Once completed, 100% of the building's indoor overhead lighting will be upgraded to LED, and all fixtures will be LED compliant.

The project involves replacing existing fluorescent and high-pressure sodium bulbs, as well as non-LED compatible fixtures, with 1,696 LED bulbs and 75 LED-compatible fixtures. The new fixtures are required for parts of the building where existing fixtures are not LED-compatible. Several electrical contractors confirmed that there are no LED bulbs available that fit the current fixtures, necessitating the retrofit.

Two vendors submitted proposals for the project. The lowest bid was from Total Construction and Equipment, Inc., at \$167,7000. See proposal tabulation below.

Vendor	Project Proposals
Total Construction & Equipment, Inc	\$167,700
The Retrofit Companies, Inc	\$247,491

The project is scheduled to begin in October 2024 and is expected to be completed by January 31, 2025.

FISCAL IMPACT

Funding for this project will come from the City Facilities Fund (Fund 605) and from the Energy Efficiency and Conservation Block Grant (EECBG).

Funding Source	Amount
EECBG Grant	\$71,160
City Facility's Fund (Fund 605)	\$96,540
TOTAL	\$167,700

RECOMMENDATION

Staff recommends approval of the attached contract with Total Construction & Equipment, Inc., in the amount of \$167,700.

ATTACHMENTS

1. Agreement for City Hall & Police Station Lighting Improvements

City of Inver Grove Heights 2024 City Hall and Police Station Lighting Improvements Agreement

This "**Agreement**," made and entered into on October 1, 2024, above by and between the City of Inver Grove Heights, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "**City**," and Total Construction and Equipment, Inc., hereinafter referred to as "**Contractor**." The City and Contractor are each a "**Party**" and collectively the "**Parties**." The City and Contractor, in consideration of the mutual terms and conditions, set forth, below, agree as follows:

RECITALS

WHEREAS, City Council approved a budget of \$99,000 in the 2024 Capital Improvement Plan for lighting improvements at City Hall and the Police Station; and

WHEREAS, the Department of Energy (DOE) has made \$430 million available for state, local, Tribal governments through the Energy Efficiency and Conservation Block Grant (EECBG) Program to use towards projects that cut carbon emissions, improve energy efficiency, and reduce energy use; and

WHEREAS the City is eligible to receive \$76,160 through EECBG, with no match required; and

WHEREAS, on April 24, 2023, the City Council approved submission of the pre-award application to acknowledge the City's intent to apply for an EECBG Program Equipment Rebate Voucher; and

WHEREAS, on April 8, 2024, the City Council authorized the submission of the EECBG Program Equipment Rebate Voucher application and adoption of an Energy Efficiency and Conservation Strategy (EECS), *"To increase energy efficiency and conservation in City facilities, the City of Inver Grove Heights will retrofit 90% of existing overhead lighting in City buildings to LED by year 2028 with funding from the Energy Efficiency and Conservation Block Grant and the City of Inver Grove Heights' 2024-2028 Capital Improvement Plan"*; and

WHEREAS, on April 26, 2024, the City submitted a EECBG Program Equipment Rebate Voucher application for \$76,160 to fund lighting improvements at City Hill and Police Station; and

WHEREAS, the City solicited quotes from contractors to complete the lighting improvements at City Hall and the Police Station; and

WHEREAS, the City received two quotes for the project, the lowest being from Total Construction and Equipment, Inc. for \$167,700; and

WHEREAS, on July 1, 2024, the U.S. Department of Energy approved the City's EECBG Program Equipment Rebate Voucher application; and

WHEREAS, the City desires to enter into this Agreement with Total Construction and Equipment for the lighting improvement project detailed herein; and

WHEREAS, this **2024 City Hall and Police Station Lighting Improvements Agreement** reflects the agreement between the parties including all relevant federal and local requirements; and

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

AGREEMENT

Section 1. Term.

This Agreement will take effect and be in force from and after the Effective Date and will remain in effect until Contractor has performed all of its obligations hereunder, unless earlier terminated as provided in this Agreement, but will expire no later than January 31, 2025.

Section 2. Scope of Work, Commencement of Work, and Time for Completion.

The Contractor will provide the services comprised of the tasks, deliverables, and timeline(s) (the "Work") articulated in **Exhibit A**, which is attached and incorporated into this Agreement by reference. The services rendered by Contractor will commence upon execution of the Agreement and with the specific prior agreement of the City or its designated representative to proceed. The Work will be completed in accordance with the written schedule mutually agreed upon with the City, but no later than the expiration date as provided in this Agreement. No claim for labor, services, or products provided by the Contractor not specifically provided for in this Agreement, will be honored by the City.

In the event that there are delays caused by actions of the City or which may be reasonably requested by the Contractor which might require change to the completion date, Contractor must request in writing an extension of time for completion of the Services. The Project Manager will review the request and, if an extension is required, grant to the Contractor such extensions of contract time as may be reasonable in the City's discretion. A request shall not be deemed approved unless the Project Manager has provided approval to the Contractor in writing.

Section 3. Project Management.

The City has designated the individual in this section as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

The Contractor has designated the individual in this section as principal project manager will and ensure that the major work and coordination will remain the responsibility of this individual during the term of the Agreement. Removal or reassignment of the principal project manager without notice to the City may be grounds contract termination.

City of Inver Grove Heights:

Name: Aaron Fitzloff
Address: 8055 Barbara Avenue, Inver Grove Heights, MN 55077
Phone: (651) 450-2469

Contractor

Name: Wade Skogstad
Address: 10195 Inver Grove Trail, Inver Grove Heights, MN 55076
Phone: (651)-775-3382

Section 4. Billings, Payment, and Invoices.

The City will pay the contractor \$167,700.00 for services rendered as further outlined in **Exhibit A**. The amounts articulated herein will fully compensate Contractor for all Work and associated costs. The City will not honor any claim for services and/or costs that the Contractor has not specifically provided for in this Agreement. Notwithstanding anything to the contrary in this Agreement, total costs for the Work must not exceed the amount referenced herein.

Contractor must submit an itemized invoice and supporting documentation such as proof of installation. Invoices must be submitted monthly. Invoices should clearly itemize all goods and/or services provided. Supporting documentation should include explanations that justify the payment requests. Upon receipt of the invoice and verification of the charges by the Project Manager, the City will make payment to Contractor within thirty-five (35) days in accordance with Minnesota Statutes Section 471.425, or as the same may be amended, supplemented or superseded. Contested invoices will not be paid until the billing issue is resolved to the City's satisfaction, and the City will have thirty-five days from that date to make payment. Contractor must submit invoices and related documentation (i.e. W9 forms, etc.) to invoices@ighmn.gov.

Section 5. City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources under the control of the City needed by Contractor to complete the Services to the extent permitted by law.

Section 6. Amendment or Changes to Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties. Prior to any change, including contract extension or change in scope, the City must notify the EECBG Contract Administrator.

Amendments, modifications, or additional schedules may not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such

amendment, modification, or supplement. The term “this Agreement” as used herein is deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

Section 7. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement must be delivered in person, sent by certified United States mail, or via electronic mail with Return Receipt Requested. Any notices or other communications should be addressed to the individuals and addresses in Section 3 of this Agreement.

Section 8. Survival of Obligations.

The respective obligations of the City and Contractor under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration of the Agreement will survive such termination, cancellation, or expiration.

If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, will terminate. If a provision is so terminated but the Parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement will continue in effect.

Section 9. Records, and Data.

A. Record Retention. The Contractor must maintain all Business Records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the City, appropriate federal agency or agencies, the Auditor of the State of Minnesota, or other duly authorized representative.

B. Minnesota Government Data Practices Act. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessen warnings.

Section 10. Compliance with Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. The Contractor also agrees to comply with the federal requirements contained in Exhibits B, C, and D (where applicable) of this Agreement, and the applicable provisions of Federal Uniform Guidance pursuant to 2 C.F.R. §200 relevant subparts, and amendments. The Contractor must at Contractor's expense apply for and obtain all permits and/or licenses required and keep such in force during Contractor's performance of this Agreement.

Any inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Section 11. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Contractor attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Contractor further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- (1) "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."
- (2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (3) Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

Section 12. Conflict of Interest.

Contractor's acceptance of this Agreement indicates compliance with federal anti-conflict laws. The Contractor also affirms that to the best of the Contractor's knowledge, Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which

may be affected by the terms of this Agreement. The Contractor agrees that should any conflict or potential conflict of interest become known to the Contractor, it will immediately notify the City Project Manager of the situation so that a determination can be made about Contractor's ability to continue performing services under this Agreement.

Section 13. Hold Harmless.

The Contractor will bear all losses, expenses (including attorney's fees) and damages resulting from any negligent act or omission by the Contractor, or any person employed by Contractor in carrying out the terms of this Agreement. The Contractor will defend, indemnify, and hold harmless, to the extent allowed by law, the City and its officers, agents and employees from all liabilities, claims, damages, costs, judgments, lawsuits, and expenses, including court costs and reasonable attorney's fees, regardless of the Contractor's insurance coverage, resulting from any negligent act or omission by the Contractor or any person employed by Contractor in carrying out the terms of this Agreement. This indemnification shall not be construed as a waiver on the part of the City of any immunities or limits on liability provided by Minnesota Statutes Chapter 466 or other applicable state or federal law. This obligation of the Contractor shall survive the termination or expiration of this Agreement.

The Contractor shall indemnify the Department of Energy (DOE) and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Section 14. Assignment.

The City and Contractor each bind itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer its interest in this Agreement without the written consent of the other.

Section 15. Termination.

A. With Cause.

The City reserves the right to terminate this Agreement if the Contractor violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. If the City exercises its right to terminate under this Section, it will submit written notice to the Contractor, specifying the nature of the breach and the date by which such breach must be cured.

B. For Convenience.

Pursuant to Federal Regulations, the City reserves the right to terminate this Agreement for convenience upon reasonable notice to the Contractor. If the City exercises its right to terminate

under this Section, it will submit written notice to the Contractor, specifying the reasons for termination and the date by which the contract will be cancelled.

C. In the Event of Termination.

In the event of termination, the City will pay the Contractor for all Work and/or products received by the City up to the receipt of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the Contractor must take all actions necessary to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement. Prior to the City rendering final payment for service, the Contractor must deliver all work products and supporting documentation developed up to the time of termination.

Section 16. Federal, State, and City Labor Requirements.

A. When contract is completed, Form ICI34 must be obtained from Minnesota Department of Revenue, signed and attached to Contractor's invoice before final payment can be issued.

B. Federal Labor/Wage Requirements. Contractors and subcontractors must conform to Federal labor laws and requirements including but not limited to: the Davis-Bacon Act, 40 U.S.C. 276(a) - 276(a)(7), Davis-Bacon Related Acts, 29 CFR Part 5; Copeland Act, 40 U.S.C. X276C and 18 U.S.C. § 874; Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327-333; the requirements outlined in **Exhibits B, C, D, and E** of this agreement, and any additional attachments or specifications.

Contractor shall provide written assurance acknowledging the DBA requirements for the the project and confirm that all of the laborers and mechanics performing construction, alteration, or repair, will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Contractor must comply with all of the **Davis-Bacon Act Requirements**, including but not limited to:

- (1) Ensure that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts;
- (2) Ensure any subcontractors comply with Davis-Bacon labor standards;
- (3) Receive and Review certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues;
- (4) Submit Certified Payroll Reports to the City within seven (7) days of each pay period. Contractor shall submit certified payroll to the City Project Manager indicated in Section 3, and Ally Sutherland, City Grant Manager at: asutherland@ighmn.gov. Contractor shall maintain original certified weekly payrolls for six (6) years after the completion of the

project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2);

- (5) Conduct payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE;
- (6) Cooperate with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- (7) Post in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects;

C. The Wage Decision attached as **Exhibit D**. The wage decision is not final until contract signing/execution.

D. Wage Reporting. For the project outlined in paragraph B, of this section, contractors and subcontractors are required to submit certified payroll information on a weekly basis, within 7 days of each pay period, via the LCPtracker: [LCPtracker](https://prod-cdn.lcptracker.net/login/login) (<https://prod-cdn.lcptracker.net/login/login>) online Contract Compliance System. In addition, all contractors and subcontractors shall be required to respond to any instruction or request for information by any noted response or due date.

Section 17. Independent Contractor.

It is agreed by the Parties, that at all times and for all purposes related to the solicitation and performance of this Agreement, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification, or this resulting Agreement will be construed so as to find the Contractor an employee of the City, and Contractor is entitled to none of the rights, privileges, or benefits of Saint Paul employees.

Section 18. Subcontracting.

A. Written Approval Required.

The Contractor agrees not to enter into any subcontracts for any of the Work contemplated under this Agreement without obtaining prior written approval of the City. As required by Minnesota Statutes Section 471.425, Subd. 4a, the Contractor must pay any subcontractors within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractors, and the Contractor must comply with all other provisions of that statute.

B. Subcontractor Agreements.

The Contractor agrees to incorporate these terms and conditions, exhibits, attachments, specifications, and all related contract documents and materials into all subcontractor agreements and agrees to cause its subcontractors to do the same in any subordinate subcontractor agreements.

C. Subcontractor Payment.

Prime contractors are required to pay any subcontractor pursuant to paragraph A of this section and applicable Minnesota Statutes. The prime contractor will be required to pay interest of 1.5 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.00. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. Ref: Minnesota Statutes 1995, amending Section 471.425, effective 8-1-95.

Section 19. Affirmative Action and Pay Transparency

This federally assisted contract is subject to the requirements of Executive Order 11246:

- (1) Contractor is prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Contractor is required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Contractor is prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

Section 20. Insurance.

A. Contractors

Contractors must carry insurance of the kind and in the amounts shown below during the term of this Agreement and any extension periods. Certificates for General Liability Insurance must state that the City of Inver Grove Heights, its officials, employees, agents, and representatives are Additional Insureds. The contractor must submit the corresponding "additional insured" endorsement outlining policy coverage for the City. The policy must include an "all services, products, or completed operation endorsement as a sublimit to the General Liability Policy. Errors and omissions coverage must be included if the Contractor will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

B. Subcontractors or Independent Contractors.

If the City gives written approval for Contractor to utilize subcontractors or other independent contractors to fulfill the terms and conditions of this Agreement, each subcontractor or independent contractor is required to have and secure for the duration of this Agreement and any extension periods (or the period of time during which said contractor is working on this Agreement) to have and maintain their own general liability, auto liability and workers compensation insurances that provide coverage for their own employees. If requested by the City, subcontractors and independent contractors must certify that they are not entitled to receive employee benefits of any type because their contractual relationship with the City is of that of a subcontractor or independent contractor, not a City employee.

C. Insurance Limits.

1. General or Business Liability Insurance

\$1,500,000 per occurrence

\$2,000,000 aggregate per project

\$2,000,000 products/completed operations total limit

\$1,500,000 personal injury and advertising

Errors and Omissions

\$1,000,000 per occurrence

\$1,000,000 aggregate

2. Automobile Insurance.

a. Commercial Vehicles. When commercial vehicles will be used in connection with the Agreement, these minimum coverage amounts are required:

Bodily Injury

\$750,000 per person

\$1,000,000 per accident

Property Damage

Not less than \$50,000 per accident

Coverage must include hired, non-owned and owned auto.

b. Personal Vehicles. When personal vehicles are used in connection with the Agreement, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Contractor must provide the City with Endorsements from the insurance company.

Bodily Injury

\$30,000 per person

\$60,000 per accident

Property Damage

\$20,000 per accident

c. Rental Vehicles. When rental vehicles are used in connection with the Agreement, the Contractor must either purchase insurance from the rental agency or provide the City with proof of insurance as stated above.

d. In the event that the Contractor will not use a vehicle in to complete the tasks described in Exhibit A - Scope of Work pursuant to this Agreement, then the Contractor must provide a statement to that fact in the form of an email or a letter (on business letterhead) prior to beginning work on the contract. In such a case, proof of automobile insurance will not be required.

3. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability must have a minimum of:

\$500,000 per accident
\$500,000 per employee;
\$500,000 per disease policy limit.

a. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

4. Professional Services Coverage. Professional Liability Insurance is required when the Agreement is for a service for which professional liability insurance is available for purchase. Professional Liability must have minimum liability limits of:

\$1,000,000 per occurrence
\$1,000,000 aggregate

5. Work Scope Specific Insurance. If required by the type of services being provided, the following minimum insurance limits apply for: Pollution Liability or Hazardous Waste, Builder's Risk, or other specialty insurance:

Pollution Liability / Hazardous Waste
\$1,000,000 per occurrence
\$1,000,000 aggregate

Builder's Risk Insurance: Required for the cost of the project.

D. General Insurance Requirements

1. All policies must be written on an occurrence basis or as acceptable to the City. Certificates of insurance must indicate that the policy is issued on an occurrence basis.

2. The Contractor may not commence any work until the Certificate(s) of Insurance including all required insurance coverage for the Services is approved, and the Project Manager has issued a notice to proceed. Contractor must carry valid insurance for the duration of the original Agreement and any extension periods.

3. The City reserves the right to review Contractor's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.

4. Nothing precludes the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services requires changes, if the amount of the Agreement is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

5. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy must be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.

Section 21. Force Majeure.

Neither the City nor the Contractor will be held responsible for performance if performance is prevented by acts or events beyond the Party's reasonable control, including, but not limited to: severe weather earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of the legislature, judiciary, or executive.

Section 22. Interpretation of Agreement, Venue, Conflicts.

A. Interpretation of Agreement and Venue.

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in Dakota County District Court, Second Judicial District, State of Minnesota, or the United States District Court, District of Minnesota, where applicable.

B. Conflicts.

Any ambiguities related to the terms and conditions set forth in this Agreement will be construed in favor of the City. If any provision of this Agreement conflicts with federal laws or regulations, the federal laws and regulations will control.

Section 23. Waiver.

Lack of enforcement by the City of any breach of this Agreement does not constitute a waiver of the City's right to enforce any subsequent breach or default.

Section 24. Entire Agreement.

Specifications and other solicitation materials specifically referenced and incorporated into this Agreement and these General Terms and Conditions constitute the entire Agreement between the parties and supersede all prior oral or written negotiations.

Section 25. Counterparts.

The Parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Section 26. Electronic Signatures.

The Parties agree that the electronic signature of a Party to this Agreement will be as valid as an original signature of such Party and will be effective to bind such Party to this Agreement. The Parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any Party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Section 27. Additional Terms and Conditions Incorporated by Reference, City Terms and Conditions Supreme.

The City may incorporate by reference Federal, specifications or attachments. Except as otherwise provided in this Agreement, if any provision contained in the Federal specifications or attachments conflicts with, or inconsistent with, any provision in the general City Terms and Conditions, the federal requirements will control. Notwithstanding the foregoing, the City Terms and Conditions and the included attachments supersede Contractor proposals or attachments.

Section 28. Exhibits.

As so referenced in these terms and conditions, the Exhibits and Addenda attached to this Agreement, and all obligations and duties articulated and certifications made therein, are incorporated into, and made part of this Agreement.

Exhibit A: Scope of Work - Contractor Proposal

Exhibit B: EECBG Program Special Terms and Conditions

- Exhibit C: Standard Federal Award Requirements: Non-Discrimination, Federally Assisted Construction Contracts, Contractor Debarment, Suspension, and Responsibility Certification
- Exhibit D: Federal Labor Standards Provisions Davis Bacon and Related Act Requirements & Federal Building Wage Decision
- Exhibit E: Federal Assistance Reporting Checklist

Section 39. Applicable Contract Terms and Conditions.

By signing this Agreement, the Contractor acknowledges and agrees that federal financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. In addition, Contractor will comply with all applicable terms and conditions, requirements, exhibits, and addenda no matter the source of funding.

[Section Left Intentionally Blank]

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY:

CITY OF INVER GROVE HEIGHTS

By: _____

Title: Mayor, Brenda Dietrich_____

Date: September 23, 2024_____

By: _____

Title: City Clerk, Rebecca Kiernan_____

Date: September 23, 2024_____

CONTRACTOR:

**TOTAL CONSTRUCTION &
EQUIPMENT, INC.**

By: _____

Title: _____

Date: _____

EXHIBIT A
Scope of Work (SOW)
Contractor Proposal & Specification

The purpose of this SOW is to describe the work, services, tasks and/or deliverables that Contractor will provide to City under the EECBG Agreement (the "Agreement.") Additional terms and conditions may be set forth in this SOW. To the extent the terms and conditions of this SOW are inconsistent with those of the Agreement, the terms of this SOW will control with respect to the work, services, tasks and/or deliverables described herein. Capitalized terms used herein shall have the same meaning as those used in the Agreement. This SOW is an attachment to and is incorporated by this reference into the Agreement as if fully set forth therein and made a part thereof. This SOW, together with the Agreement, represents the complete and total understanding of the parties regarding the Services to be provided by the Contractor hereunder.

I. Project Description and Purpose:

- A. Purpose: to lower the overall energy and maintenance costs at Inver Grove Heights City Hall and city Police Station.
- B. Project Description: Contractor will remove the existing ballast lamps and replace them with energy efficient LED lights.

II. Scope of Work/Deliverables

A. Contractor Responsibilities/Deliverables

- 1. The contractor will complete the following: Replace existing ballast and bulbs at Inver Grove Heights City Hall and the Police Station with lights emitting diodes (LEDs) or another technology of equal or greater efficiency (Bypass lamps).
 - o City Council Chambers: 5,000 illumination is requirement
 - o Remaining City Hall spaces: 4,000 illuminations required
 - o Police Station: 4,000 illuminations required
- 2. Replace a corkscrew style fixture in the open office and corridors with Startek Sculptura Direct/Indirect With the following footages of new corridor fixtures QTY (2) at 8', (3) at 12', (4) at 16' and (6) at 24' and the following footages of new fixtures for the open offices (8) at 80', (3) at 4', (5) at 8', and (3) at 12'.

3. Scope of Work Exclusions and Inclusions:
 - o Contractor will not clean the light fixtures.
 - o Contractor will handle all lift rental and permit fees.

B. City Responsibilities/Deliverables

1. City will dispose of old lamps

C. Timeline and Additional Requirements

1. Timeline- October 1st 2024- January 31st 2025
2. LED lights must be procured with strong warranty terms and meet certifications (e.g., ENERGY STAR or otherwise) to ensure energy performance, longevity and lighting quality over time.
3. Contractor must provide a detailed list of equipment information including, if applicable, manufacturer information, model number, size/capacity, efficiency rating, etc.

4. Project Supply list

- Qty 1200-Current LED14BDT8/G4/8Qty 474-Current LED 14BDT5G484
- Qty 2- RABELEEC MFG A-19-10-E26-840 DIM
- Qty 4- Current LED13BDT8/U/84
- Qty 3- Current LED11BG24-V/8SC/120-347-4pk
- Qty 2- Current LED10DR303/830
- Qty 2- Current LED6.5DMR16W-82725
- Qty 2- Startek SCULPTDI-08'-1000-350-W50-BW-40K-80-PW
- Qty 3- Startek SCULPTDI-12'-1000-35-W50-BW-40K-80-PW
- Qty 4- Startek SCULPTDI-16'-1000-35-W50-BW-40K-80-PW
- Qty 6- Startek SCULPTDI-24''-1000-35-W50-BW-40K-80-PW
- Qty 52- Lithinia LTG WF4 SQ BLED 30K40K50K 0 CRI MW M6
- Qty 8- Startek SCULPTDI- 80'-75-350-W50-BW-40K-80-PW
- Qty 3- Startek SCULPTDI- 4'-75-350-W50-BW-40K-80-PW
- Qty 5- Startek SCULPTDI- 8'-75-350-W50-BW-40K-80-PW
- 16. Qty 3- Startek SCULPTDI- 12'-75-350-W50-BW-40K-80-PW

III. Compensation Terms:

A. Invoicing Details

1. All invoicing is subject to Section 4 of the EECBG Agreement unless otherwise stated.
2. Contractor must submit invoices to: invoices@ighmn.gov
Bill To:
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights MN 55077
3. Include PO and Job Description

B. Compensation to be Paid to Contractor

Budget Category	Total
Building Address: City Hall & PD IGH	City Hall & PD IGH
Equipment: <i>Fixture and lamp lot price</i>	\$101,700.00
Supplies (<i>materials less than \$5,000 in cost</i>)	
Labor	\$63,000.00
Other Direct Costs	\$3,000.00
TOTAL	\$167,700.00

IV. Other Information:

A. Physical and Environmental Protection of Police Department

1. To ensure that Information Technology (IT) resources are protected by physical and environmental security measures that prevent physical tampering, damage, theft, or unauthorized physical access, criminal background checks and online security training are required for anyone performing work under this Agreement who will need to be unescorted within the Police Department. The fee for the background checks is \$33.25. Payment must be made via check to:
MN BCA Criminal History Unit.
1430 Maryland Ave. East
St. Paul, MN 55106

Contractor must begin the background check process immediately after contract signing to ensure timely access to the aforementioned project areas.

2. Before the Contractor can start work on the project, the Contractor(s) must go to the Police Department, complete the Authorization and Release information form, pay the fee, and complete the test before they will be able to have unsupervised access to the Police Department facilities. The required test is titled "Security and Privacy: **Personnel with Unescorted Access to a Physically Secure Location.**" This test is designed for individuals who have access to a secure area but are not authorized to use Criminal Justice Information (CJI).
3. Contractor(s) will be permitted to access the Police Department facilities between 6:00 AM and 4:30 PM, Monday through Friday. For work completed in the open office areas of the Police Department, Contractor will need to provide three (3) business days' notice to the Police Department contact prior to starting the work. Unnoticed work will not be permitted.

V. Attached Quote

See the attached quote and cut sheets for further information.



PROPOSAL

NAME: Adam Lares

DATE: 3/18/24

ADDRESS: 2059 Upper 55th St E, Inver Grove Heights MN 55077

RE: Lump Sum Bid Proposal for City Hall and PD LED Retrofit - REVISED 3/18/24

We thank you for the opportunity to provide a quotation on the above referenced project. Having familiarized ourselves with the local conditions affecting the cost of the work, we propose to furnish all labor and material necessary to complete the project for consideration of:

Budget Category	Total
Building Address: City Hall & PD IGH	City Hall & PD IGH
Equipment: <i>Fixture and lamp lot price</i>	\$101,700.00
Supplies (<i>materials less than \$5,000 in cost</i>)	
Labor	\$63,000.00
Other Direct Costs	\$3,000.00
TOTAL	\$167,700.00

*****Estimated Xcel Rebate = \$12,611.00. Not included in total above, it would be credit by Xcel when complete. With Rebate factored in, project cost \$155,089.00*****

ROI Info – Please see attached Spreadsheet with all ROI info

ROI = 4.05

Annual Energy Savings =\$16,525.00

10 Year Positive Cash Flow = \$228,132.00

In clarification of our bid scope, we offer the following information:

1. Our bid proposal is for Bypass lamps as this will result in the lower cost over time with no labor costs to replace ballasts in the future.
2. We have included new fixtures to replace the existing corkscrew style fixtures in the open offices and the corridor. See attached cut sheets of proposed

fixture. We included the following footages of new corridor fixtures QTY (2) at 8', (3) at 12', (4) at 16' and (6) at 24' and the following footages of new fixtures for the open offices (8) at 80', (3) at 4', (5) at 8', and (3) at 12'. If any other fixtures need to replace with new, that was unknown, this would result in added cost via a change order.

- 3. We are not including cleaning any fixtures, just lamp swaps.
- 4. We did not include any lamp disposal, since typically the city handles this when we replace fixtures on T&M basis. If you need us to, add \$2,000.
- 5. We have included lift rental costs.
- 6. Electrical Permit fee and processing included.

We wish to emphasize our gratitude in allowing us the opportunity to submit this proposal. We trust that our offering is clear and meets with your approval. In the event that you have questions or require clarification, please call.

Please **sign two copies** and **return one**. Prices quoted are for acceptance within 30 days.

ACCEPTED	For _____	Total Construction and
		Equipment, Inc.
	By _____	Wade Skogstad _____

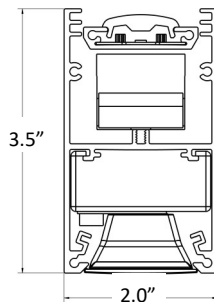
Sculptura

Direct / Indirect

Type:	
Project:	



DIMENSIONS



ORDERING LOGIC

SCULPTDI	-	-	-	-	-	-	-	-	-			
SERIES	-	LENGTH	-	DIRECT LUMENS PER FT	-	INDIRECT LUMENS PER FT	-	DIRECT DISTRIBUTION	-	INDIRECT DISTRIBUTION	-	CCT (80+ CRI)
SCULPTDI		4=4FT		350=350LPF		350=350LPF		B50=Black Reflector, 50°		CL=Clear Lens		30K=3000K
		8=8FT		500=500LPF		500=500LPF		B80=Black Reflector, 80°		BW=Batwing		35K=3500K
		XX=Run Length		750=750LPF		750=750LPF		W50=White Reflector, 50°				40K=4000K
				1000=1000LPF		1000=1000LPF		W80=White Reflector, 80°				50K=5000K
				XX=Custom LPF		XX=Custom LPF						TW=Tunable White¹

FINISH	MOUNTING**	VOLTAGE	OPTIONS
PW =Powder Coat White PB =Powder Coat Black PS =Powder Coat Silver PBR =Powder Coat Bronze PSFx =Premium Stock Finish (See Pg. 5) PO =Powder Coat Other* *Factory to be supplied with RAL# or color chip	ACW05 =Aircraft Cables w/ Canopy, White Cord 5' ACW10 =Aircraft Cables w/ Canopy, White Cord 10' ACB05 =Aircraft Cables w/ Canopy, Black Cord 5' ACB10 =Aircraft Cables w/ Canopy, Black Cord 10' ALW05 = Aircraft Cables w/ Loop, White Cord 5' ALW10 = Aircraft Cables w/ Loop, White Cord 10' ALB05 = Aircraft Cables w/ Loop, Black Cord 5' ALB10 = Aircraft Cables w/ Loop, Black Cord 10' AWM = Architectural Wall Mount WM =Wall Mount	U = 120v-277v C = 347v	CR19050 =Minimum 90 CRI (R9 50) #EM =Emergency Circuit #EMB10 =10W EM Battery GTD =Generator Transfer Device PSRD =Philips Sensor Ready (DALI) DT1 =eidoLED EcoDrive Dim to 1% (0-10V) DTZ =eidoLED SoloDrive Dim to 0% (0-10V) TW-EL =eidoLED DUALdrive Tunable White (DALI) ¹ LDE1 =Lutron Hi-Lume EcoSystem LED driver with Soft-on, Fade-to-Black dimming PSQ02U =Lutron T-Series 1% 2-Channel Tunable White driver ¹ VDO =Lutron Vive Integral fixture control (RF with daylight and occupancy sensing)

EXAMPLE: SCULPTDI-40-750-350-B50-BW-35K-PB-ACB10-U-1EMB10

¹ Tunable White Driver must be specified in options
 ** See mounting details on page 2

FEATURES

- Seamless glare eliminating shade
- UGR < 19
- Extruded aluminum single piece housing
- 4' and 8' individual units, or continuous rows
- Straight runs with proprietary joiner design
- Direct and Indirect light levels can be set to any combination at the factory
- Efficacy up to 137lm/W
- Textured powder coat finishes available in white, black, silver and bronze
- Premium finishes also available
- Approved for dry and damp locations
- 0-10v dimming is standard
- Dim to 1% of output current is standard



LUMEN PACKAGES

Based on 3500K CCT. Other CCT available.
 NOTE: Lumen Package total cannot exceed 12,000 unless a "DD" (Dual Driver) option is selected

MODEL	LUMENS	INPUT WATTS	Lm/W
SCULPTDI-4-750-350-B80-BW-35K	4400	38	117
SCULPTDI-8-750-350-B80-BW-35K	8800	71	124

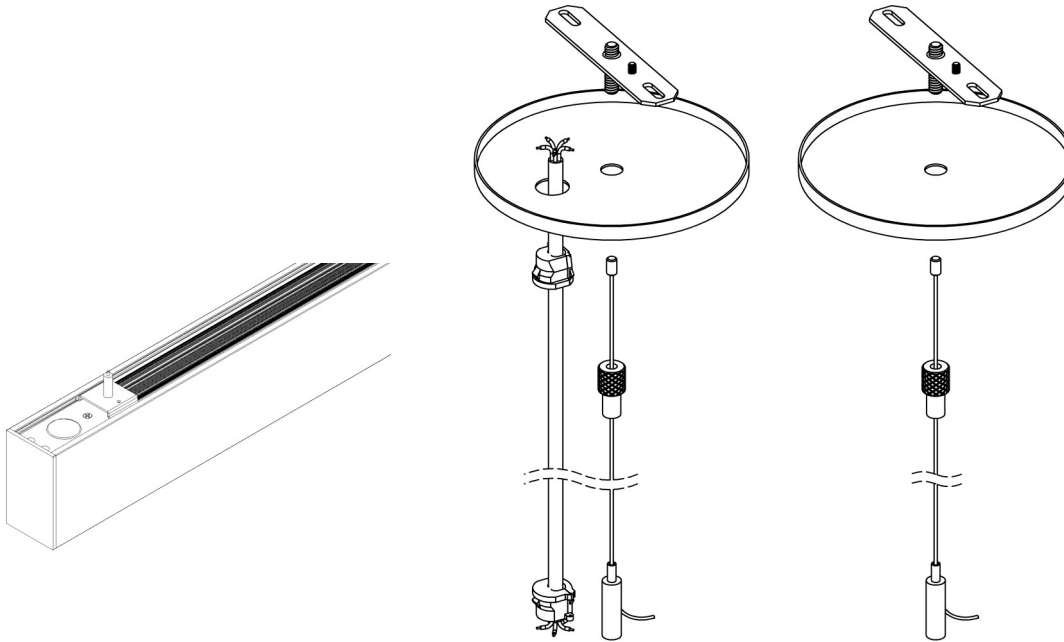
Sculptura

Direct / Indirect

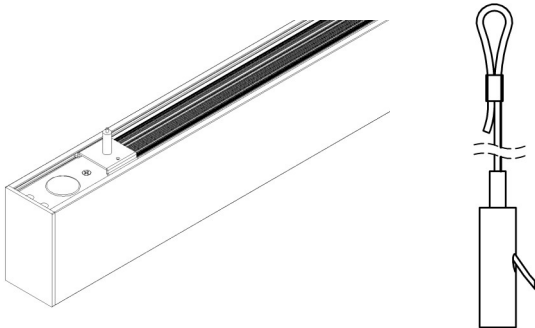
Type:	
Project:	

MOUNTING OPTIONS

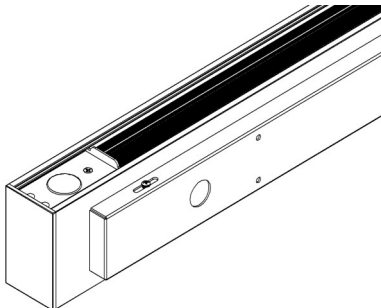
ACxxx (Aircraft Cable with Canopy) - Drywall, Solid, Tile (On-Grid), Tile (Off-Grid)



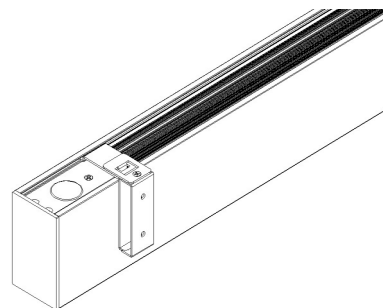
ALxxx (Aircraft Cable with Loops)



AWM (Architectural Wall Mount)



WM (Wall Mount)



Sculptura

Direct / Indirect

Type:	
Project:	

ROW CONFIGURATIONS

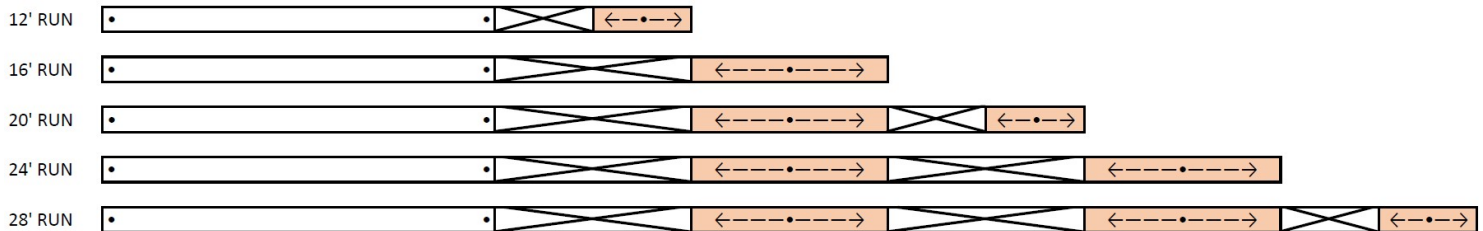
The standard construction of run lengths is to build with as many 8' sections as possible and finish the run with a shorter length fixture if necessary. If a different configuration is needed to meet an aesthetic requirement, please indicate this on your P.O. when placing your order.

Examples of the standard construction of runs over 8' are as follows:

10' RUN	8	2		
16' RUN	8	8		
20' RUN	8	8	4	
22' RUN	8	8	6	
28' RUN	8	8	8	4

MOUNTING LOCATIONS

Each starter fixture will be provided with (2) mounting supports. Each additional fixture will be provided with (1) support which can be located anywhere along the 2nd half of the fixture (highlighted):



WIRING STANDARDS (Per NEC Requirements)

Each fixture will be manufactured with 300v, 14ga AWG mains wiring.

Dependent on the length of the run, fixtures ordered with cords will be provided with the following (based on 12w/ft):

Up to 160'	18/3-22/2
Up to 160' w/NL	18/4-22/2
Over 160'	14/5
Over 160' w/NL	14/6

*347V fixtures will be provided with 600V cables as required

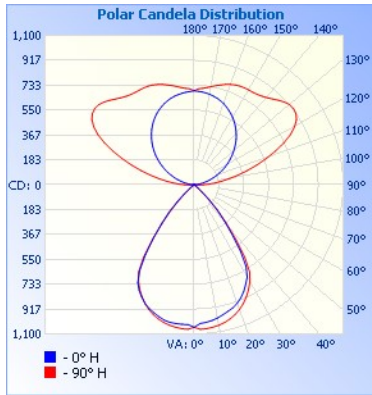
Sculptura

Direct / Indirect

Type:	
Project:	

PERFORMANCE

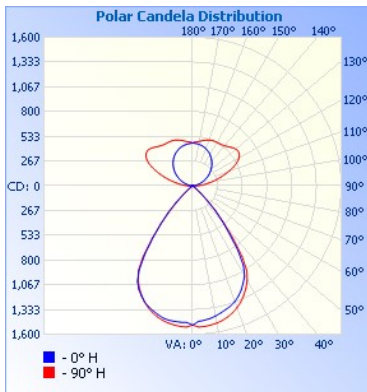
SCULPTDI-X-350-750-B80-BW (80+ CRI)



Model	Lumens	Watts	LPW
SCULPTDI-4-350-750-B80-BW-30K	4,400	37	120
SCULPTDI-4-350-750-B80-BW-35K	4,400	36	123
SCULPTDI-4-350-750-B80-BW-40K	4,400	35	126
SCULPTDI-4-350-750-B80-BW-50K	4,400	34	130

Model	Lumens	Watts	LPW
SCULPTDI-8-350-750-B80-BW-30K	8,800	69	127
SCULPTDI-8-350-750-B80-BW-35K	8,800	68	130
SCULPTDI-8-350-750-B80-BW-40K	8,800	66	133
SCULPTDI-8-350-750-B80-BW-50K	8,800	64	137

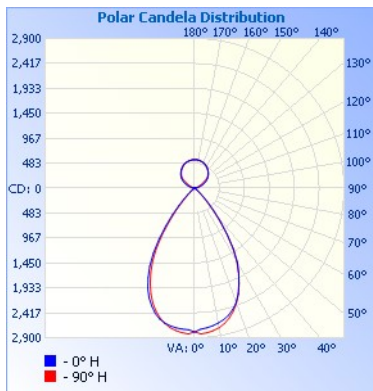
SCULPTDI-X-500-500-B80-BW (80+ CRI)



Model	Lumens	Watts	LPW
SCULPTDI-4-500-500-B80-BW-30K	4,000	34	119
SCULPTDI-4-500-500-B80-BW-35K	4,000	33	122
SCULPTDI-4-500-500-B80-BW-40K	4,000	32	125
SCULPTDI-4-500-500-B80-BW-50K	4,000	31	129

Model	Lumens	Watts	LPW
SCULPTDI-8-500-500-B80-BW-30K	8,000	63	126
SCULPTDI-8-500-500-B80-BW-35K	8,000	62	129
SCULPTDI-8-500-500-B80-BW-40K	8,000	61	132
SCULPTDI-8-500-500-B80-BW-50K	8,000	59	136

SCULPTDI-X-750-350-B50-CL (80+ CRI)



Model	Lumens	Watts	LPW
SCULPTDI-4-750-350-B50-CL-30K	4,400	38	110
SCULPTDI-4-750-350-B50-CL-35K	4,400	37	113
SCULPTDI-4-750-350-B50-CL-40K	4,400	36	116
SCULPTDI-4-750-350-B50-CL-50K	4,400	35	120

Model	Lumens	Watts	LPW
SCULPTDI-8-750-350-B50-CL-30K	8,800	72	117
SCULPTDI-8-750-350-B50-CL-35K	8,800	70	120
SCULPTDI-8-750-350-B50-CL-40K	8,800	69	123
SCULPTDI-8-750-350-B50-CL-50K	8,800	67	127

Sculptura

Direct / Indirect

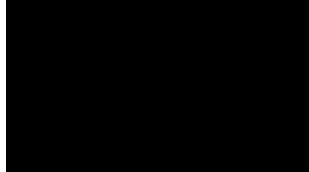
Type:	
Project:	

FINISHES

STANDARD FINISHES



WHITE MINI TEXTURE



BLACK MINI TEXTURE



SILVER SPARKLE TEXTURE

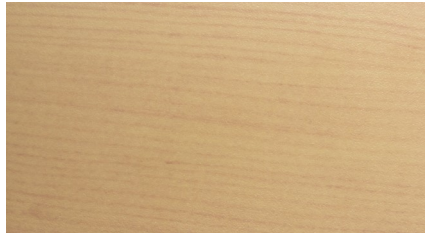


BRONZE SPARKLE TEXTURE

PREMIUM STOCK FINISHES



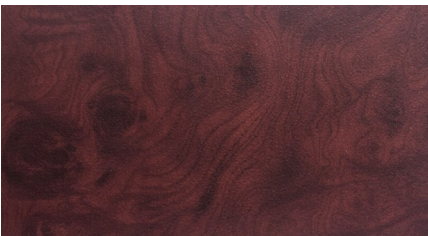
PSF001 (WOOD#1)



PSF002 (WOOD#2)



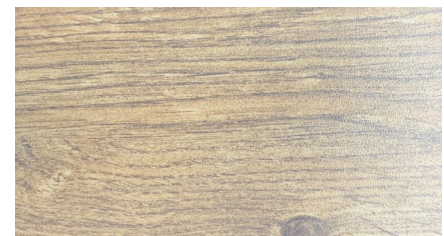
PSF003 (WOOD#3)



PSF004 (WOOD#4)



PSF005 (WOOD#5)



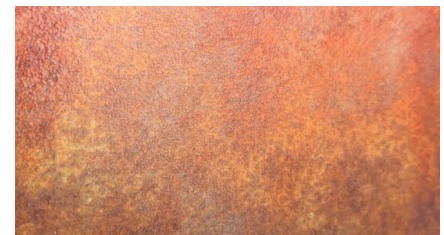
PSF006 (WOOD#6)



PSF007 (STONE #1)



PSF008 (STONE #2)



PSF009 (METAL #1)

NOTE: A minimal impact to lead times will apply to products specified with Premium Stock Finishes (PSF). It is not to be assumed that these finishes are stocked in our warehouse, but rather, are readily available to us for your project.

All other custom finishes (PO) will incur a set up fee and will add an extended lead time to your project.

Sculptura

Direct / Indirect

Type:	
Project:	

SPECIFICATIONS

Housing

Nominal 2" x 3 1/2" square housing of continuous extruded 6063 T5 aluminum.

Color

Colors for the housing are available in a powder coated white, black, silver, bronze and woodgrain with end cap to match. Consult factory for custom colors.

Luminaire Length

4' or 8' lengths are available for a single stand-alone section. Using internal joiners, 4' and 8' sections can be joined to form longer rows.

End Caps

Injection molded flat end caps are mechanically attached with no exposed fasteners to enhance architectural aesthetic and prevent light leak

Source

Lumen packages are available in four color temperature options (3000K, 3500K, 4000K and 5000K) — all within 2.5 MacAdam ellipses.

Certification

Intertek cETLus Listed. RoHS (Restriction of Hazardous Substances) and Buy American Act compliant.

Battery

Philips Bodine lithium ion battery providing up to 780lm(6W) or up to 1300lm(10W) for 90 minutes. UL924 listed. Class 2 compliant. Meets Title 20 CEC (California Energy Commission) efficiency standards.

Environment

Suitable for dry and damp locations.
 Operating temp.: -40°C to +50°C
 -40°F to +122°F

Dimming Driver

Universal Lighting Technologies (ULT) Everline series of LED drivers allows tunable output currents to achieve infinite configurations of output. UL Class 2 recognized. 0-10v interface can be wired as Class 1 or Class 2 circuit. Included 2.5Kw ring and wave overcurrent protection, isolation of each individual output and a fully potted driver to protect from heat and vibration. Power factor <.93

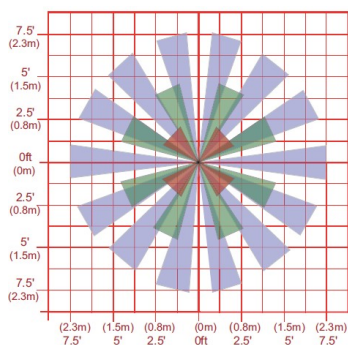
Packaging

Sustainably manufactured outside cardboard box and biodegradable, protective poly-foam luminaire inserts.

CONTROL

Sensor

Wattstopper FS-205 v2 Low Voltage PIR. Integrated photosensor for hold-off daylighting control. 24VDC operating voltage. Adjustable time delay (30 seconds to 30 minutes).



COMPANION PRODUCTS

Sculptura Direct



WARRANTY

5-year limited warranty. Complete warranty terms can be located at:

http://www.starteklightingamerica.com/images/pdf/warranty/Beam_Series_Warranty.pdf

Note: Actual performance may differ as a result of installation environment and final application.

All values are design or typical values, measured under laboratory conditions, at 25°C (77°F).

Special Terms and Conditions

Entity Name: _____ (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.

² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all sub contractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Abridged Legal Disclaimer: “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 2. A foreign public entity.
 3. A domestic or foreign nonprofit organization.
 4. A domestic or foreign for-profit organization.
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rte.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by
awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature	Date

Name:

Title:

Entity Name:

Exhibit C

Standard Federal Award Requirements

SECTION 1. NON-DISCRIMINATION.

The Contractor will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

SECTION 2. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, Contractor Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Project Manager or Buyer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government)

transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

SECTION 3. ADDITIONAL FEDERAL REQUIREMENTS.

Anti-Lobbying and Required Certificate

Contractors that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the City.

Clean Air Act

Contractors that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (the City).

Prohibition on certain telecommunications and video surveillance services or equipment.

The City and Contractor are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements.

The Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EXHIBIT D

Federal Labor Standards Provisions

Davis Bacon and Related Act Requirements

A. APPLICABILITY

The Project or Program to which the following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D; 24 C.F.R. §§ 570.502, 570.610

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City to monitor/review/report on subgrantee activities.

UNIFORM COSTS PRINCIPLES

2 C.F.R. Part 200, subp. E; 24 C.F.R. §§ 570.502, 570.610

Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS

2 C.F.R. Part 200, subp. F; 24 C.F.R. §§ 570.502, 570.610

Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625, 12432, AND 12138

2 C.F.R. § 200.321; 24 C.F.R. 5.105(a)(1); 24 C.F.R. § 570.904(d)

Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

42 U.S.C. § 5309; 24 C.F.R. Part 6; 24 C.F.R. § 570.602

Prohibits discrimination on the basis of race, color, religion or national origin in any activity or program funded in whole or in part with CDBG or UDAG funds.

AGE DISCRIMINATION ACT OF 1975

42 U.S.C. §§ 6101-6107; 24 C.F.R. § 5.105(a)(1); 24 C.F.R. Part 146; 24 C.F.R. §570.602

No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968

42 U.S.C. §§ 4151-4157; 24 C.F.R. § 570.614(a)

Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969

42 U.S.C. §§ 4321-4370m-12; 24 C.F.R. Part 58; 24 C.F.R. § 570.604

The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966

54 U.S.C. §§ 300101-307108; 24 C.F.R. § 50.4(a)(1)

Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974

54 U.S.C. §§ 312501-312508; 24 C.F.R. § 50.4(a)(3)

Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

EXECUTIVE ORDER 11593

24 C.F.R. § 50.4(a)(2)

Provides for the protection and enhancement of the cultural environment.

HATCH ACT

5 U.S.C. §§ 1501-1508; 24 C.F.R. § 570.207(a)(3)

Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317-.318, 24 C.F.R. § 570.611

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM

AND CONTROL ACT

8 U.S.C. §§ 1324a-1330; 8 C.F.R. § 245a.5; 24 C.F.R. § 570.613

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantee and any and all contracts that Subgrantee enters into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by the programs listed in 24 C.F.R. § 570.613.

DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701; 24 C.F.R. § 5.105(d)

Requires federal grant recipients and federal contractors with a contract for more than \$100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

[Section Left Intentionally Blank.]

Applicable Wage Decision:
General Decision Number: MN20240152 06/07/2024

Construction Type: Building

County: Dakota

Current version at time of contract signing

"General Decision Number: MN20240152 06/07/2024

State: Minnesota

Construction Type: Building

County: Dakota County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Please refer to Minnesota Rules 5200.1100, 5200.1101, and 5200.1102 for definitions of labor classifications on this wage determination, and direct any questions regarding such classifications to the Branch of Construction Wage Determinations.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 06/07/2024

SAMN2023-019 12/26/2023

	Rates	Fringes
ARTICULATED HAULER.....	\$ 46.99	25.20
ASBESTOS ABATEMENT WORKER.....	\$ 39.86	24.11
BLASTER.....	\$ 34.26	18.54
BOILERMAKER.....	\$ 46.00	31.93
BOOM TRUCK.....	\$ 46.51	26.40
BRICKLAYER.....	\$ 48.51	25.76
CARPENTER.....	\$ 46.49	27.89
CARPET LAYER (LINOLEUM).....	\$ 46.20	25.53
CEMENT MASON.....	\$ 49.21	23.47
Drywall Taper.....	\$ 42.86	28.08
ELECTRICIAN.....	\$ 50.74	34.06
ELEVATOR CONSTRUCTORS.....	\$ 59.95	44.53
FLAG PERSON.....	\$ 43.39	24.24
GLAZIER.....	\$ 49.73	25.50
HEATING AND FROST INSULATORS.....	\$ 49.04	31.70
IRONWORKER.....	\$ 46.00	34.11
LABORER: Common or General (GENERAL LABOR WORK).....	\$ 43.39	24.24
LABORER: Landscape (GARDENER, SOD LAYER AND NURSERY OPERATOR).....	\$ 30.04	21.16
LABORER: Skilled (ASSISTING SKILLED CRAFT JOURNEYMAN).....	\$ 43.39	24.24
LANDSCAPING EQUIPMENT (INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS).....	\$ 30.04	21.16
LATHER.....	\$ 47.95	25.40
MILLWRIGHT.....	\$ 41.70	31.81

PAINTER (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS).....	\$ 44.70	26.49
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT ((ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.).....	\$ 37.05	19.39
Piledriver (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS).....	\$ 47.03	27.91
PIPEFITTER/STEAMFITTER.....	\$ 57.14	33.30
PIPELAYER (WATER, SEWER AND GAS).....	\$ 45.13	24.24
PLASTERER.....	\$ 48.78	23.99
PLUMBER.....	\$ 52.60	31.10
POWER EQUIPMENT OPERATOR: (Commercial Group 1).....	\$ 51.03	26.40
HELIICOPTER PILOT; TOWER CRANE 250 FEET AND OVER; TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB		
POWER EQUIPMENT OPERATOR: (Commercial Group 2).....	\$ 50.64	26.40
TOWER CRANE 200 FEET AND OVER; CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER; PILE DRIVING WHEN THREE DRUMS IN USE; TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB		
POWER EQUIPMENT OPERATOR: (Commercial Group 3).....	\$ 49.05	26.40
ALL-TERRAIN VEHICLE CRANES; CONCRETE PUMP 32-49 METERS/102-164 FEET; DERRICK (GUY & STIFFLEG); SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN; STATIONARY TOWER CRANE UP TO 200 FEET; TRAVELING TOWER CRANE; TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB		
POWER EQUIPMENT OPERATOR: (Commercial Group 4).....	\$ 48.68	26.40
CRAWLER BACKHOE INCLUDING ATTACHMENTS; FIREPERSON, CHIEF BOILER LICENSE; HOIST ENGINEER (THREE DRUMS OR MORE); LOCOMOTIVE; OVERHEAD CRANE (INSIDE BUILDING PERIMETER); TRACTOR . BOOM TYPE		
POWER EQUIPMENT OPERATOR: (Commercial Group 5).....	\$ 46.51	26.40
AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES); CONCRETE MIXER; CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM; DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION; FORKLIFT; FRONT END, SKID STEER 1 C YD AND OVER; HOIST ENGINEER (ONE OR TWO DRUMS); MECHANIC (ON POWER EQUIPMENT); POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER); PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES); SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN; STRADDLE CARRIER; TRACTOR OVER D2; WELL POINT PUMP		

POWER EQUIPMENT OPERATOR:

(Commercial Group 6).....\$ 44.82 26.40
 CONCRETE BATCH PLANT; FIREPERSON, FIRST CLASS BOILER LICENSE;
 FRONT END, SKID STEER UP TO 1 C YD; GUNITE MACHINE; TRACTOR
 OPERATOR D2 OR SIMILAR SIZE; TRENCHING MACHINE (SEWER, WATER,
 GAS) EXCLUDES WALK BEHIND TRENCHER

POWER EQUIPMENT OPERATOR:

(Commercial Group 7).....\$ 43.55 26.40
 AIR COMPRESSOR 600 CFM OR OVER; BRAKEPERSON; CONCRETE
 PUMP/PUMPCRETE OR COMPLACO TYPE; FIREPERSON, TEMPORARY HEAT
 SECOND CLASS BOILER LICENSE; OILER (POWER SHOVEL, CRANE, TRUCK
 CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER
 SIMILAR POWER EQUIPMENT); PICK UP SWEEPER (ONE CUBIC YARD
 HOPPER CAPACITY); PUMP AND/OR CONVEYOR

POWER EQUIPMENT OPERATOR:

(Commercial Group 8).....\$ 41.28 26.40
 ELEVATOR OPERATOR; GREASER; MECHANICAL SPACE HEATER (TEMPORARY
 HEAT NO BOILER LICENSE REQUIRED)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 2).....\$ 45.61 26.40
 GRADER OR MOTOR PATROL; TUGBOAT 100 H.P. AND OVER WHEN LICENSE
 REQUIRED

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 3).....\$ 45.01 26.40
 ASPHALT BITUMINOUS STABILIZER PLANT; CABLEWAY; DERRICK (GUY OR
 STIFFLEG)(POWER)(SKIDS OR STATIONARY); DREDGE OR ENGINEERS,
 DREDGE (POWER) AND ENGINEER; LOCOMOTIVE CRANE OPERATOR; TANDEM
 SCRAPER; TUGBOAT 100 H.P AND OVER

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 4).....\$ 44.67 26.40
 AIR TRACK ROCK DRILL; AUTOMATIC ROAD MACHINE (CMI OR SIMILAR);
 BACKFILLER OPERATOR; BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL
 DRUMMED (EIGHT TONS AND OVER); BITUMINOUS SPREADER AND
 FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING
 AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED
 PERSON); BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH
 ALL ATTACHMENTS; CAT CHALLENGER TRACTORS OR SIMILAR TYPES
 PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS; CHIP HARVESTER
 AND TREE CUTTER; CONCRETE DISTRIBUTOR AND SPREADER FINISHING
 MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE;
 CONCRETE MOBIL; CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL
 WASHING, CRUSHING AND SCREENING PLANT; CURB MACHINE;
 DIRECTIONAL BORING MACHINE; DOPE MACHINE (PIPELINE); DUAL
 TRACTOR; ELEVATING GRADER; GPS REMOTE OPERATING OF EQUIPMENT;
 HYDRAULIC TREE PLANTER; LAUNCHER PERSON (TANKER PERSON OR
 PILOT LICENSE); LOCOMOTIVE; MILLING, GRINDING, PLANNING, FINE
 GRADE, OR TRIMMER MACHINE; PAVEMENT BREAKER OR TAMPING MACHINE
 (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE; PIPELINE WRAPPING,
 CLEANING OR BENDING MACHINE; POWER ACTUATED HORIZONTAL BORING
 MACHINE, OVER SIX INCHES; PUGMILL; RUBBER-TIRED FARM TRACTOR
 WITH BACKHOE INCLUDING ATTACHMENTS; SCRAPER; SELF-PROPELLED
 SOIL STABILIZER; SLIP FORM (POWER DRIVEN) (PAVING); TIE TAMPER
 AND BALLAST MACHINE; TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH
 PTO UNRELATED TO LANDSCAPING; TUB GRINDER, MORBARK, OR SIMILAR
 TYPE

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 5).....\$ 41.36 26.40
 BITUMINOUS ROLLER (UNDER EIGHT TONS); CONCRETE SAW (MULTIPLE

BLADE) (POWER OPERATED); FORM TRENCH DIGGER (POWER); HYDRAULIC LOG SPLITTER; LOADER (BARBER GREENE OR SIMILAR TYPE); POST HOLE DRIVING MACHINE/POST HOLE AUGER; POWER ACTUATED JACK; SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR); SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER; SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER; STUMP CHIPPER AND TREE CHIPPER; TREE FARMER (MACHINE)

POWER EQUIPMENT OPERATOR:

(Highway/Heavy Group 6).....\$ 40.02 26.40

CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER; DREDGE DECK HAND; GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING); LEVER PERSON; POWER SWEEPER; SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS; TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

ROOFER.....\$ 46.65 21.89

SHEET METAL WORKER.....\$ 50.46 33.32

SIGN ERECTOR.....\$ 34.12 19.40

SPRINKLER FITTER.....\$ 51.26 34.10

Survey Field Technician

(OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS).....\$ 43.39

24.24

TERRAZZO WORKER.....\$ 45.32 22.29

TILE FINISHER.....\$ 35.61 23.32

TILE SETTER.....\$ 43.43 29.15

TRAFFIC CONTROL PERSON

(TEMPORARY SIGNAGE).....\$ 43.39 24.24

TRUCK DRIVER (Group 1).....\$ 32.85 9.02

MECHANIC; TRACTOR TRAILER DRIVER; TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

TRUCK DRIVER (Group 2).....\$ 38.39 23.70

FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

TRUCK DRIVER (Group 3).....\$ 16.85 ** 6.49

BITUMINOUS DISTRIBUTOR DRIVER; BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION); THREE AXLE UNITS

TRUCK DRIVER (Group 4).....\$ 25.50 9.42

BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER); DUMP PERSON; GREASER; PILOT CAR DRIVER; RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS; TWO AXLE UNIT; SLURRY OPERATOR; TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER); TRACTOR

OPERATOR, UNDER 50 H.P.

Tunnel Miner.....	\$ 43.13	24.24
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UNDERGROUND AND OPEN DITCH

LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL).....	\$ 43.13	24.24
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WIRING SYSTEM TECHNICIAN.....	\$ 44.61	20.16
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WIRING SYSTEMS INSTALLER.....	\$ 31.25	16.34
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.
01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT E



Federal Assistance Reporting Checklist

Attachment 1		
1. Recipient:	2. Program/Project Title:	
3. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☐ A. Performance Report	Y	A. Complete in Voucher Portal Home (site.com)
☐ B. Financial Report (SF-425)	Y	B. Upload to the Voucher Portal Home (site.com)
☐ C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B & SF-428S)	F	C. Upload to Voucher Portal Home (site.com)
☐ D. Annual Historic Preservation Report	Y	D. Submit via Historic Preservation Reporting Form
IV. Bipartisan Infrastructure Law Reporting		
☐ A. Quality Job Creation	Y	A.1. Upload to the Voucher Portal Home (site.com)
☐ 1. Direct Jobs		
☐ B. Pathway to Net-Zero	Y	B.1. Complete in Voucher Portal Home (site.com)
☐ 1. Infrastructure Supported	Y	B.2. Complete in Voucher Portal Home (site.com)
☐ 2. Energy Saved	1	C. Upload to Voucher Portal Home (site.com)
☐ C. One-Time Location Report		
II. AWARD MANAGEMENT REPORTING		
☐ A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) (if applicable)	A5	A. Upload to Voucher Portal Home (site.com)
☐ B. Single Audit: States, Locals, Tribal Governments (if applicable)	Y180	B. Upload to Clearinghouse https://harvester.census.gov/facweb/Default.aspx
☐ C. NEPA	Q	C. Submit to EFCBG.NEPA@ee.doe.gov and Upload to the Voucher Portal Home (site.com)
1. NEPA Logs (if applicable)	S	D1. Upload to Voucher Portal Home (site.com)
☐ D. Davis Bacon Act	W	D2. TBD
1. Semi-Annual Davis Bacon (if applicable)		
2. Weekly Payroll Report (if applicable)		



Federal Assistance Reporting Checklist

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
FREQUENCY CODES AND DUE DATES: A5 – As Specified or within five (5) calendar days after the event. F – Final; within 120 calendar days after expiration or termination of the award. O – Other: See instructions for further details. P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified. Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter. S – Semiannually; within 30 days after end of the reporting period. Y – Yearly; within 90 calendar days after the end of the federal fiscal year. Y180 – Yearly; within 180 calendar days after the close of the recipient’s fiscal year. W – Weekly; within 7 days of the payroll 1 – One time report FULL URLS: Voucher Portal: https://doerebates.my.site.com/eeecbgvouchers/s/ Special Instructions: A. Tangible Personal Property Report – Disposition Request/Report (SF-428C) This report is only needed if you plan to dispose of the equipment purchased with federal funding at the end of your project. B. Single Audit: Local and Tribal Governments An audit must be provided by local and tribal governments that have received more than \$750,000 in federal funding. Audits must have been completed no later than 2021. C.2 Quarterly National Environmental Policy Act (NEPA) Logs All activities involving ground disturbance will require NEPA log submittals. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and uploaded to the Voucher Portal every quarter. NEPA logs must be submitted for all ground disturbing activities. D. Davis Bacon Act – Semi-Annual and Weekly Payroll Reports Both reports are needed for all DBA applicable projects. The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information on DBA can be found here: Davis-Bacon and Related Acts U.S. Department of Labor (dol.gov)		



Federal Assistance Reporting Checklist

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Reporting Instructions

***** Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII. *****

Project Management Reporting

A. Performance Report

Complete on:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the voucher recipient and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. This report will be completed in the Voucher Portal and also include the Bipartisan Infrastructure Law Reporting (Section IV above). **The annual report will be waived if no progress on project has been made in the first year.** The report can be submitted once as a final report if the project is completed in the first year.

4. Organizations: Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

2. Tasks and Milestones: Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

2. Contractual Cost Summary: For each contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.



Federal Assistance Reporting Checklist

4. Cost Summary: Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

5. Spend Plan: For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.

6. Metrics: Report on your primary process metric selected and any additional metrics that are applicable to your project. Please refer to the [EECBG Program Process Metrics](#), [EECBG-BIL-Reporting-Guidance.pdf \(energy.gov\)](#), and the [Eligible Activity Areas and their Recommended Process Metrics \(energy.gov\)](#) per your activity.

7. Special Reporting Requirements: Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. Qualitative reporting requirements: In this section, provide any additional description about the project. Can include details on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after the end of the annual reporting period (Sept 30) Within 120 calendar days after the end of the award period of performance

Annually the voucher recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the recipient and contractors – to DOE. **The annual report will be waived if no progress on project has been made in the first year.** The report can be submitted once as a final report if the project is completed in the first year.

C. Tangible Personal Property Report – Final Property Report (SF-428; SF-428B; SF-428S)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 30 calendar days after installation of all equipment

The report serves as the Equipment Installation Report. Voucher recipients must report on acquired equipment with acquisition cost of \$5,000 or more for which the awarding agency (DOE) has reserved the right to transfer title. The voucher recipient must complete an SF-



Federal Assistance Reporting Checklist

428 and SF-428B, available at grants.gov/forms/forms-repository/post-award-reporting-forms.

D. Annual Historic Preservation Report

Upload to:	Historic Preservation report: U.S. Department of Energy Annual Historic Preservation Report (office.com)
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must submit an annual Historic Preservation report (any project using Equipment Rebate [NEPA SOW 1](#) or [NEPA SOW 2](#)). Reports are due September 15 of each year. The Historic Preservation report must be submitted for all activities here: [U.S. Department of Energy Annual Historic Preservation Report \(office.com\)](https://www.energy.gov/eere/energy-efficiency/annual-historic-preservation-report)

BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	No action needed if Weekly Davis Bacon Acts are completed
Submission deadline:	No action needed if Weekly Davis Bacon Acts are completed

This report is satisfied via the weekly Davis Bacon Act reports.

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

B. Pathways to Net Zero

Submit to:	No action needed if Performance Report is completed
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Federal Assistance Reporting Checklist

Submission deadline:	No action needed if Performance Report is completed
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Pathways to Net Zero Reports will be imbedded as the [EECBG Program Process Metrics](#) within the Performance Report (see page 4). Report on EECBG process metric areas 1, 2, 3, 5, and 10 as applicable. Report on these as part of the Performance Report to be completed on the Voucher Portal.

- 1. Infrastructure Supported:** This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

- 2. Energy Saved:** This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

C. One Time Location Report

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	One time within first year of project

There is a one-time special status report requirement for recipients with projects that take place in specific physical locations. This report is required for all EECBG Program voucher recipients pursuing the installation of equipment in physical locations, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

Award Management Reports

A. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Upload to:	Voucher Portal: http://doerebates.mysite.com/eecbgvouchers
Submission deadline:	Within 5 calendar days of the event (if applicable)



Federal Assistance Reporting Checklist

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at grants.gov/forms/forms-repository/post-award-reporting-forms

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Upload to:	Federal Audit Clearinghouse: https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.



Federal Assistance Reporting Checklist

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements. The audit should be uploaded to the Voucher Portal (no older than 2021).

C. National Environmental Policy Act (NEPA) Reporting

Submit to:	NEPA logs (if applicable): Sent to EECBG.NEPA@ee.doe.gov and upload to Voucher Portal http://doerebates.mysite.com/eeecbgvouchers
Submission deadline:	NEPA logs (if applicable): Before project begins; updated quarterly if changes to project locations occur

All activities involving ground disturbance (projects using [Equipment Rebate NEPA SOW 1](#)) require NEPA log submittals. If locations of all work are known at the start of a project, a single NEPA Log may be submitted. If locations of work change, then an updated log must be submitted. Template NEPA logs can be found at www.energy.gov/node/4816816. NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and the Voucher Portal. Multiple entries can be listed on the NEPA log.

D. Davis Bacon Act Reporting

Submit to:	Weekly Payroll Reports: LCPtracker Semi-Annual Reports: Voucher Portal http://doerebates.mysite.com/eeecbgvouchers
Submission deadline:	Within 7 days of each pay period Semi-annually by Sept 30 th and March 31 st

The DBA applies to contractors and subcontractors of the recipient for contracts more than \$2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).

EECBG Program formula award recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOE-sponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at:
[https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/e](https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events)
vents

1. Weekly Payroll Report

- EECBG Program voucher recipients must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
- EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.

2. Semi-Annual Compliance and Enforcement Report

- EECBG Program voucher recipients must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
- Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

Appendix A: Notice To Recipients Regarding Protected Data, Limited Rights Data and Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time (“Protected Data”). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;



Federal Assistance Reporting Checklist

- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).



Request for Council Action

SUBJECT: **Approval of 2025 Group Medical, Dental and Vision Insurance Plans and City Contribution Amounts**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Janet Shefchik, HR Manager, 651.450.2512
 Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to approve the proposed 2025 medical, dental, and vision plan insurance offerings, and City contribution rates.

BACKGROUND

Earlier this year, the City went out for bid on its medical, dental and vision plans via its insurance broker, NFP/Aon. The City's current medical and dental plans are through Health Partners, which has been the City's vendor for many years, and the City's current vision plan is through Eye Med. City staff reviewed the resulting bids and analyzed the proposed coverages and rates.

Dental and vision insurance coverage premiums are fully paid for by the employee. For the dental plans, HealthPartners offered a 2-year rate-hold to their existing plan, which provides comprehensive coverage. With no change in rates, plan design, or coverage levels, we recommend continuing with Health Partners for dental coverage. Similarly, the vision plan through Eye Med offered comparable coverage to other vendors, and no increase to their rates. Therefore, we recommend continuing coverage for vision insurance through Eye Med.

For health insurance, the City and employees share the cost of premiums. Five vendors responded to the request for proposals, including Health Partners, Medica, MN Healthcare Consortium, Public Employees Insurance Program (PEIP), and Blue Cross and Blue Shield. Of these responses, Health Partners came in with the most competitive coverage and rate offerings, at an increase of approximately 6.4% for 2025 (other vendor rate increases ranged from 8.8% to 13.4%). Health Partners was also one of only two vendors who offered a rate cap in the second year of the contract, coming in at the lowest with a 14% rate cap for 2026.

The proposed plans for 2025 are very similar to the existing options for 2024, but do carry an increased annual deductible. The High Deductible Plan with an HSA would see annual deductibles increase from \$3,200 single / \$6,400 family to \$3,300 single/ \$6,600 family for 2025. This is necessary in order for the plan to remain "imbedded" under IRS rules. The proposed High Deductible Plan with an HRA would also see an increase in the annual deductible from \$2,800 single / \$5,600 family to \$3,000 single / \$6,000 family for 2025. While not similarly required by the IRS, the proposed deductible increases allow the HRA plan to remain closer in benefit level to the HSA plan and will also modify the premium increase somewhat. Additionally, it is proposed that the City add Health Partners' Achieve network as an option for employees. While this is a more limited network of

providers, it addresses an identified need by offering employees a more affordable option for Single + 1 and Family level coverage.

On August 12, the City convened the Benefits Committee made up of union and non-union representatives, and discussed this information and options. Committee members were then asked to provide input to the City Administrator and/or Human Resources prior to the submission of this Council agenda item. As the proposed changes and addition of the Achieve network plans were well received, and having received no objections, staff recommends that the Council approve continuation of health insurance coverage through Health Partners, and the proposed plans and City contribution rates as indicated in the attachment.

The proposed employer contribution rates for 2025 reflect a consistent share of the monthly premium that the City currently pays for 2024 benefits. The employer contribution to the HSA and HRA accounts for those taking Single +1 or Family coverage is proposed to increase, though. For the last few years, the City has been gradually moving toward lower employee costs for Single +1 and Family coverage, in order to remain competitive with other public sector employers in the area. The last step in this process is to get the City contribution to the HRA and HSA accounts up to 50% of the annual deductible for those selecting Single +1 or Family coverage. (The contribution to HRA and HSA accounts for employees electing single coverage were already at 50%.) For 2024, the employer contributions for those taking Single +1 or Family coverage equaled 40% of the annual deductible amount, but the proposed contributions for 2025 equal the target of 50%.

FISCAL IMPACT

The proposed City contributions to employee health insurance have been factored into the City's 2025 preliminary budget, as adopted by the Council at its September 9 meeting.

RECOMMENDATION

The Council is asked to approve the proposed 2025 medical, dental, and vision plan offerings, authorize the appropriate officials to enter into the necessary contracts for these benefit plans, and approve the City contribution amounts as indicated on the attached document.

ATTACHMENTS

1. Proposed 2025 Employer Contributions for Health Insurance



2025 Employee Health Insurance with Employer Contributions

Fulltime Rates and Contributions (36-40 hrs/wk employee)

	Monthly Premiums					Annual Deductible	
\$3,300/\$6,600 HSA Plan	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024		Total Deductible	City's HSA Contribution 50%
Single	\$853.65	\$1,239.75	(\$386.10)	\$0.00		\$3,300	\$1,650
Single + 1	\$1,920.46	\$1,632.39	\$288.07	\$16.91		\$6,600	\$3,300
Family	\$2,228.09	\$1,671.07	\$557.02	\$32.70		\$6,600	\$3,300
\$3,300/\$6,600 HSA Achieve Plan	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024		Total Deductible	City's HSA Contribution
Single	\$802.43	\$1,188.53	(\$386.10)	network not offered in 2024		\$3,300	\$1,650
Single + 1	\$1,805.23	\$1,632.39	\$172.84			\$6,600	\$3,300
Family	\$2,094.41	\$1,671.07	\$423.34			\$6,600	\$3,300
\$3,000/\$6,000 HRA Plan	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024		Total Deductible	City's HRA Contribution
Single	\$918.97	\$1,252.25	(\$333.28)	\$5.36		\$3,000	\$1,500
Single + 1	\$2,067.41	\$1,657.39	\$410.02	\$21.25		\$6,000	\$3,000
Family	\$2,398.58	\$1,696.07	\$702.51	\$37.47		\$6,000	\$3,000
\$3,000/\$6,000 HRA Achieve Plan	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024		Total Deductible	City's HRA Contribution
Single	\$863.83	\$1,249.93	(\$386.10)	network not offered in 2024		\$3,000	\$1,500
Single + 1	\$1,943.36	\$1,657.39	\$285.97			\$6,000	\$3,000
Family	\$2,254.66	\$1,696.07	\$558.59			\$6,000	\$3,000
\$250/\$25 Co-pay Plan (Closed to new members)	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024			
Single	\$1,052.21	\$1,377.25	(\$325.04)	\$20.24			
\$250/\$25 Co-pay Achieve Plan (Closed)	Monthly Premium	City Contribution	Employee Cost/(Excess)	Change from 2024			
Single	\$989.07	\$1,377.25	(\$388.18)	not offered in '24			

Notes: Part-time benefited employees receive prorated City contributions. Employees electing single coverage may use the "excess" City contribution amount toward the cost of optional benefits, such as dental or vision insurance, or receive the amount as taxable income.



Request for Council Action

SUBJECT: **Approval of Contract with Wellness That Fits for Fire Department Mental Wellness Services**

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to approve the attached contract with Wellness That Fits for annual wellness check-ins and training, critical incident response, and counseling sessions for staff in the City's Fire Department.

BACKGROUND

With firefighters responding to many different types of calls each and every day, some of which result in life-altering injuries or death, they see things the general public will never be exposed to. As a result, firefighters experience much higher rates of mental health challenges than the general population – particularly in the areas of sleep disorders, depression, substance abuse, post-traumatic stress injury and suicidal ideation/action. Each year, an increasing number of firefighters die by suicide, linked to their experiences delivering emergency services to the public. Often, local Employee Assistance Programs, like the one the City makes available to all employees, are not trained or equipped to deal with the specific issues firefighters face.

The Fire Department would like to begin bringing mental wellness to the forefront by offering services provided by an experienced mental health provider that specializes in working with first responders. The Department issued a Request for Proposals (RFP) for mental health wellness services earlier this year and interviewed three responding providers. Wellness That Fits has experience with those who work for a fire department, as well as many other types of first responders. They will be able to conduct annual training and one-on-one wellness check-ins, along with providing counseling sessions as needed by any staff member, and trained personnel to respond after a critical incident.

The City already has a similar contract with Wellness That Fits for staff in the Police Department, where their services have been well received.

FISCAL IMPACT

The contract establishes an hourly rate for the different services, so the final cost will depend on the amount of services used. The Fire Department's 2024 budget includes \$30,000 for this purpose, as does the preliminary 2025 budget.

RECOMMENDATION

Staff recommends approval of the attached contract.

ATTACHMENTS

1. Resolution Approving Wellness That Fits Contract
2. Wellness That Fits IGHFD Contract

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

RESOLUTION NO. 2024-225

RESOLUTION APPROVING CONTRACT WITH WELLNESS THAT FITS

WHEREAS, firefighters responding to calls are exposed to situations resulting in life-altering injuries and death; and

WHEREAS, firefighters experience a much higher rate of mental health challenges than the general population; and

WHEREAS, there is a strong connection between post traumatic stress injury and traumatizing rescue work, with an increasing number of firefighters dying by suicide each year; and

WHEREAS, the IGH Fire Department would like to contract with Wellness That Fits, to provide mental wellness check-ins, training, counseling sessions and critical incident response; and

WHEREAS, Wellness That Fits charges an hourly rate which is based on services provided; and

WHEREAS, there is \$30,000 in the Fire Department's 2024 budget to cover this expense; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby approve the contract with Wellness That Fits.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Services Agreement

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

Agreement

- 1. Term of Agreement:** This agreement will become effective when signed by both parties and will extend through the end of December of that year. This Agreement will then automatically renew for successive one-year periods beginning January 1st of the following year unless either party notifies the other party in writing at least 30 days prior to the expiration of the then-current term that such party does not wish the Agreement to be renewed.
- 2. Services:** The Company agrees to provide the following services:
 - Critical Incident and Traumatic Event Response
 - Leadership training
 - Mental health training
 - Family mental health training
 - Ride-alongs

Specifications of these services are outlined in Exhibit 1.

- 3. Compensation:** Client agrees to pay Company for the performance of the Services at the rates outlined in Exhibit 1.
- 4. Qualifications.** Company will ensure that each individual providing services to Client:
 - 4.1** Is qualified in terms of education and training to provide the Services, in accordance with all federal, state, and local statutes and regulations.
 - 4.2** Maintains in good standing and without limitations, exceptions, or conditions, at all times while performing the Services, any license, registration, or certification necessary to provide the Services;
 - 4.3** Has passed a background check, if required by law
 - 4.4** Has demonstrated competency to perform the Services
 - 4.5** Is physically and mentally capable of performing the Services

5. Expenses: Company shall furnish, at Company’s sole expense, the equipment, supplies, and other materials required or used by Company to perform the Services. It is expressly understood that the Company is an “independent contractor” and its employees are not employees of the Client. The

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

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

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

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

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

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

- 8.1** By mutual consent of the Company and Client
- 8.2** By either party with 30 days notice to the other party
- 8.3** Immediately upon breach of this Agreement by the Company or the Client

9. Indemnification:

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

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

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

Signatures

Company/Owner: _____
Printed Name

Signature Date

Client: _____
Printed Name

Signature Date

EXHIBIT 1

Services

1. Critical Incident and Traumatic Event Response

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

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

- Outreach: When provided a list of those involved in a critical incident, a therapist can reach out to each person, check-in, and offer an appointment.
- Debriefing: A trained therapist can work with the peer support team to provide a critical incident stress debriefing to those impacted by the incident
- Critical Incident Sessions: Up to five sessions per critical incident per individual.

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

- Outreach: When provided a list of those involved in a traumatic event, a therapist can reach out to each person, check-in, and offer an appointment.
- Traumatic Event Sessions: These would come from the pool of sessions for the agency.

2. Training

Leadership Training (3 hours)

- A leadership training will be provided prior to the full fire department training
- A survey will be sent to the leadership team to determine the training objectives

Full Department Event/Training (3 hours)

- Two three-hour trainings will be provided to the fire department
- The goals of this event are to introduce the Wellness That Fits team to the fire department, explain Wellness That Fits services, and schedule annual wellness check ins.

Family Engagement Event (2 hours)

- One two-hour training will be provided to department family members
- The goals of this training is to introduce families to Wellness That Fits and provide information about how to recognize signs and symptoms of mental health challenges in their firefighter re to introduce the Wellness That Fits team to the department, explain Wellness That Fits.

3. Ride-alongs

- This contract will begin with a high visibility approach
- WTF therapists will rotate through ride-alongs across different shifts
- Therapists will schedule shifts in 5 hour increments



Request for Council Action

SUBJECT: **Acceptance of Survey Proposals and Scope of Work from Alliant Engineering for City / EDA Owned Properties**

MEETING DATE: September 23, 2024

ITEM TYPE: Consent Agenda

CONTACT: Jason Ziemer, Community Development Director, 651-450-2546

ACTION REQUESTED

The Council is asked to authorize the Community Development Director to accept the attached proposal and scope of work from Alliant Engineering for survey and platting work in the amount of \$28,440 and authorize payment of the expense from the City Properties Fund (Fund 449).

BACKGROUND

At the direction of the Economic Development Authority (EDA), staff is working to prepare the 10.38 acre EDA-owned property on Dickman Trail to be marketed for sale. While staff is still exploring the pros and cons of working with an industrial broker or utilizing a Request for Proposals (RFP) process, City staff recommend having the property surveyed, which would provide accurate data that can be used to effectively market the property.

At the same time, staff is recommending that survey work be completed on the City-owned golf course properties and some adjacent land that was part of a "sale" to the EDA back in 2012. While the survey of the EDA land is within budgeted funds for the EDA, staff is proposing that this additional work be funded out of the City Properties Fund (Fund 449), which requires specific Council approval. The City Properties Fund has "left-over" funds from a variety of past land acquisitions and similar projects, which have been completed or closed out. The funds are now clear for use as the Council directs.

Background on the 2012 Golf Course / EDA Property "Sale"

The sale of two parcels or areas of "excess" golf course property to the EDA was approved by both the City Council and the EDA back in 2012. One is a 4.93 acre parcel on the south side of 70th St. to the west of the parcel containing the golf course clubhouse. The other is the land that sits north of 70th St. and west of Babcock Trail, that is part of the same parcel as the golf course clubhouse. The EDA took out a \$1,000,000 interfund loan from the Host Community Fund to pay for the acquisition. The paper trail available to current staff shows that the money did change hands, but the transfer of title to the parcels was never finalized or recorded with Dakota County. Furthermore, one of the two "parcels" sold to the EDA was never legally separated from the golf course parcel containing the clubhouse and driving range. Since 2012, the EDA has never listed either property for sale - or repaid any of the inter-fund loan.

The proposed survey work would allow for replatting of the golf course to a single lot for the course and the separation of the land north of 70th St. into an Outlot, which can then be finally transferred to

the EDA. Staff will be proposing that the transfer of the land to the west of the clubhouse and south of 70th St. to the EDA not be completed, because that land is significantly encumbered by the septic field for the clubhouse. After legally creating the lot to the north of 70th St., it will need to be reguided in the City's Comp Plan and rezoned, and then it can be put up for sale by the EDA. The end user will then be able to plat the outlot in accordance with their intended development of the site. All of these steps will come before the Council for formal action at a later date, but the task at hand is to authorize the necessary survey work to facilitate these future actions.

City staff solicited proposals from four engineering firms from our list of approved professional service firms; two proposals were received back.

	Alliant	WSB
EDA's Dickman Trail Property	\$12,355	\$14,236
Golf Course & Surrounding Properties	\$28,649	\$34,100
TOTAL	\$41,004	\$48,336

After review, City staff recommend accepting the proposals from Alliant. All work includes boundary, ALTA and topographic surveys for the industrial lot and EDA/golf course land. The proposal for the EDA/golf course land also includes the preliminary and final plats.

The survey work for the EDA/golf course land is projected at a 45-business day minimum timeline, with an additional 15 business days to complete the plat work. The preliminary and final plat would still go through the typical public hearing and approval process via the Planning Commission and City Council.

FISCAL IMPACT

It is proposed that the cost of this work be paid for out of the City Properties Fund (Fund 449), which has a current balance of approximately \$380,000.

Another proposal for survey work on the 10-acre industrial site that the EDA owns on Dickman Trail, is being advanced through the EDA budget. This work was quoted at \$12,355 and will be funded out of the \$43,000 professional services line of the adopted 2024 EDA budget.

RECOMMENDATION

City staff recommend approval of the proposals from Alliant.

ATTACHMENTS

1. Alliant Survey Proposal_Inver Wood Golf Course and EDA Land
2. Alliant Survey Proposal_Inver Grove Heights Industrial Lot



September 6, 2024

City of Inver Grove Heights
Attn: Jason Ziemer, Community Development Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Request for Survey Proposal and Scope of Work – Inver Wood Golf Course and EDA Land

Dear Jason,

Alliant Engineering, Inc. (Alliant) MPLS Surveying Group appreciates the opportunity to provide you with the following Proposal for Professional Services. Our proposed Scope of Services includes all tasks necessary to prepare a Boundary Survey, Topographic Survey, ALTA Survey, Preliminary Plat, and Final Plat of the above referenced project in accordance with the RFP provided by the City on August 27, 2024 and further clarified by an email from Jason Ziemer on September 4, 2024.

PROPERTY DESCRIPTION

The 257 acre golf course site is located at 1850 70th Street E and is bound on the north by 70th Street E, on the west by Robert Trail South, on the south by 80th Street E, and on the east by Babcock Trail. The EDA parcel is located in the northeast corner of the site, specifically at the northwest quadrant of 70th Street East and Babcock Trail. The property is comprised of the seven following PIDs: 200080001013, 200080030012, 200080001014, 20008002811, 200080002018, 200080029011, and 200080079010.

PROPOSED SERVICES

Alliant proposes to provide the following scope of services for this project.

Property Boundary Survey (_____initial if selected)

Boundary Survey of the whole, seven PID site for the purpose of replatting the land owned by the City and EDA in order to detach the EDA parcel and combine the golf course parcels into one Lot. Scope includes locating "wet lands" on site as defined by MN Statute 505.01, Sub. 3(1). Scope also includes setting new property boundary monuments, if discovered missing during field work.

SERVICE FEE BOUNDARY SURVEY (LUMP SUM) \$11,540.00

Topographic Survey (_____initial if selected)

In addition to the information provided in the Boundary Survey, conduct a topographic survey of the above referenced EDA parcel and adjoining rights of way in accordance with the above referenced RFP and email clarification. Alliant will survey visible utility features and those utility features as may have been "marked" by 811 Gopher State One Call and private utility locating group. We would also locate the club house well and septic locations as requested.

SERVICE FEE TOPOGRAPHIC SURVEY (LUMP SUM) \$6,400.00
PRIVATE UTILITY LOCATING (AT COST) (Estimated at \$209)

ALTA Survey (_____initial if selected)

In addition to the information provided in the Boundary and Topographic Surveys, prepare an ALTA survey of the above referenced EDA parcel in accordance with the above referenced RFP and email clarification.

SERVICE FEE ALTA SURVEY (LUMP SUM) \$1,500.00

Preliminary Plat (_____initial if selected)

Prepare a preliminary plat drawing in accordance with the City of Inver Grove Heights Preliminary Plat application.

SERVICE FEE PRELIMINARY PLAT (LUMP SUM) \$3,000.00

Final Plat (_____initial if selected)

Prepare a final plat drawing in accordance with the Minnesota State Statutes and Dakota County regulations. Alliant will submit the plat to the Dakota County Surveyor for review after the City approval process.

SERVICE FEE FINAL PLAT (LUMP SUM) \$6,000.00

SCHEDULE

The field collection will be completed within 20 business days of the notice to proceed and subject to locates being marked by others in advance of our field efforts.

Topographic and ALTA Survey deliverables will be provided within 10 – 15 business days of completion of the fieldwork, subject to receipt of title commitments and supporting documentation provided by others.

Preliminary and Final Plat deliverables will be provided within 10-15 business of the Notice To Proceed.

ASSUMPTIONS

- Client to provide the title commitment and supporting records for the subject parcel.
- Client to provide access permission to conduct surveying services on the subject parcel.
- Client to provide Zoning Report as noted in Table A Item 6.
- Private utility locating is included with this scope of services and will be invoiced at cost to the client.
- Tree survey is not included.
- Client to provide existing conditions data not included in above “Topographic Survey” scope that may be necessary in preparing the Preliminary Plat
- Client to provide civil design data that may be necessary in preparing the Preliminary Plat
- Client to prepare and submit the necessary City applications for Preliminary and Final Plats
- Client to record the final plat with Dakota County once all approvals obtained

ALTA Survey includes one revision based on lender comments prior to closing. Any additional work required beyond the proposed work scope will be requested via e-mail. Alliant Engineering will provide an approximate Service Fee at that time and proceed with the requested task. A summary of additional services requested will be provided on monthly invoices.

For any services requested beyond those listed and for services requested in future phases, we will bill for our time at our standard hourly rates as follows (Rates subject to annual adjustments):

Associate Surveyor	\$190.00/hr.
Survey Crew (2 Person)	\$220.00/hr.
CAD Technician	\$120.00/hr.

If this scope of work and the terms and conditions of this proposal are acceptable, please sign in the area indicated below and return a copy of this document to our office to initiate the project. Feel free to call me at 612-767-9326 should you have any questions or comments regarding the contents of our proposal or associated service fees.

Sincerely,

Alliant Engineering, Inc.

Accepted:

Daniel Ekrem, PLS (MN/WI)
Associate
Alliant Engineering, Inc.

Jason Ziemer
Community Development Director
City of Inver Grove Heights

cc: File



September 6, 2024

City of Inver Grove Heights
Attn: Jason Ziemer, Community Development Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: **Request for Survey Proposal and Scope of Work – City Owned Industrial Lot**

Dear Jason,

Alliant Engineering, Inc. (Alliant) MPLS Surveying Group appreciates the opportunity to provide you with the following Proposal for Professional Services. Our proposed Scope of Services includes all tasks necessary to prepare an ALTA/NSPS Land Title Survey and Topographic Boundary Survey of the above referenced project in accordance with the RFP provided by the City on August 27, 2024.

PROPERTY DESCRIPTION

The 10.4-acre site is located southeast of the intersection of 70th Street East and Concord Boulevard and is between Concord Boulevard and Dickman Trail.

PROPOSED SERVICES

Alliant proposes to provide the following scope of services for this project.

ALTA/NSPS Land Title Survey (_____ initial if selected)

Place the 811 Gopher One-Call Utility Locate requests and engage a private utility locating group to mark on-site utilities not covered by 811 utility locates. Alliant will survey visible utility features and those utility features as may have been “marked” by others.

Conduct an ALTA/NSPS Land Title Survey of the subject area. Alliant will certify to 2021

ALTA/NSPS Survey requirements. Survey will include Table A items 1, 2, 3, 4, 6(a), 7(a), 8, 11(a), 11(b), 13, 16, 17, and 18.

Prepare the ALTA/NSPS Land Title Survey Map reflective of the Table A items and in accordance with the above referenced RFP. The survey will reflect site conditions with 2D planimetric information.

SERVICE FEE ALTA/NSPS LAND TITLE SURVEY (LUMP SUM) \$9,400.00

PRIVATE UTILITY LOCATING (AT COST) (Estimated at \$300)

Topographic and Boundary Survey (_____ initial if selected)

In addition to the information provided in the ALTA/NSPS Land Title Survey, conduct a topographic survey of the property in accordance with above referenced RFP.

SERVICE FEE TOPOGRAPHIC AND BOUNDARY SURVEY (LUMP SUM) \$2,655.00

SCHEDULE

The field collection will be completed within 20 business days of the notice to proceed and subject to locates being marked by others in advance of our field efforts.

Deliverables will be provided within 10 – 15 business days of completion of the fieldwork, subject to receipt of title commitments and supporting documentation provided by others.

ASSUMPTIONS

- Client to provide the title commitment and supporting records for the subject parcel.
- Client to provide access permission to conduct surveying services on the subject parcel.
- Client to provide Zoning Report as noted in Table A Item 6.
- Private utility locating is included with this scope of services and will be invoiced at cost to the client.
- Tree survey is not included.

ALTA Survey includes one revision based on lender comments prior to closing. Any additional work required beyond the proposed work scope will be requested via e-mail. Alliant Engineering will provide an approximate Service Fee at that time and proceed with the requested task. A summary of additional services requested will be provided on monthly invoices.

For any services requested beyond those listed and for services requested in future phases, we will bill for our time at our standard hourly rates as follows (Rates subject to annual adjustments):

Associate Surveyor	\$190.00/hr.
Survey Crew (2 Person)	\$220.00/hr.
CAD Technician	\$120.00/hr.

If this scope of work and the terms and conditions of this proposal are acceptable, please sign in the area indicated below and return a copy of this document to our office to initiate the project. Feel free to call me at 612-767-9326 should you have any questions or comments regarding the contents of our proposal or associated service fees.

Sincerely,

Alliant Engineering, Inc.

Accepted:

Daniel Ekrem, PLS (MN/WI)
Associate
Alliant Engineering, Inc.

Jason Ziemer
Community Development Director
City of Inver Grove Heights

cc: File



Request for Council Action

SUBJECT: Memorandum of Understanding Modifying Allocation of Cable Franchise Fee Revenues

MEETING DATE: September 23, 2024
ITEM TYPE: Consent Agenda
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached Memorandum of Understanding (MOU) to modify the established allocation of cable franchise fee revenues between the Northern Dakota County Cable Communications Commission (NDC4) and its seven member cities.

BACKGROUND

The City of Inver Grove Heights is one of seven member cities that formed the Northern Dakota County Cable Communications Commission (NDC4) in 1982 via a joint powers agreement. The other member cities are South St. Paul, West St. Paul, Mendota Heights, Sunfish Lake, Lilydale and Mendota. On behalf of its member cities, NDC4 administers and enforces the cable franchise, manages institutional programming - such as the broadcast and streaming of City Council meetings - and oversees local community programming.

In return for being able to utilize the public right-of-way to connect to their customers, the cable franchisee (Comcast) pays a franchise fee and PEG fee to NDC4. The current Joint Powers Agreement calls for NDC4 to retain 75% of the franchise fee revenues to cover its operating costs and to transmit the remaining 25% to the seven-member cities, in accordance with their share of the total Comcast subscribers. As the largest of the seven member cities, Inver Grove Heights has about 40% of the subscribers that are subject to the franchise agreement.

The franchise fee payments for a given year are collected by NDC4, and the member cities receive their share in the spring of the following year. So in the spring of 2024, the City of Inver Grove Heights received its share of the 2023 franchise fees, which totaled \$105,047. This was down slightly from the 2022 amount of \$106,925.

Changing consumer behaviors (i.e. "cord cutting") have resulted in stagnant or declining numbers of cable subscribers, which in turns results in stagnant or declining franchise fee revenues. At the same time, NDC4 is experiencing rising operating costs, similar to those that impact the City's budget (a tight labor market, rising health insurance costs, etc.) As a result, NDC4 has asked its member cities to consider reducing the amount of the franchise fee revenues that are distributed to member cities.

At the Council's September 3 Work Session, it received a presentation from NDC4 Executive Director Jodie Miller and expressed a willingness to make two adjustments to the distribution of franchise fee revenue:

1. To allow NDC4 to retain all of the one-time settlement money received as a result of a recent audit of Comcast's franchise fee payments.
2. To reduce the City's share of 2024 franchise fees (which would be transmitted to the member cities in the spring of 2025) from 25% to 12.5% and to reduce the City's share of 2025 franchise fees (which would be transmitted to the member cities in the spring of 2026) to 6.25%.

The attached MOU, which has been reviewed by the City Attorney, accomplishes these two changes. If adopted, the MOU would only impact 2024 and 2025 franchise fee allocations. The terms of the existing Joint Powers Agreement, with 25% of revenues being distributed to the member cities, would prevail for 2026 unless a future agreement is entered into.

FISCAL IMPACT

The attached MOU would result in approximately \$50,000 less revenue to the City's General Fund in budget year 2025. This was already factored in to the 2025 preliminary General Fund budget adopted by the Council at its September 9 meeting.

RECOMMENDATION

Staff recommends approval for the attached Memorandum of Understanding.

ATTACHMENTS

1. NDC4 Memorandum of Understanding (modifying franchise fee allocation)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is by and between Northern Dakota County Cable Communications Commission (“Commission”) and the cities of Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul, Minnesota (“Member Municipalities”) (each individually a “Party” and collectively referred to as the “Parties”).

RECITALS:

1. The Commission is governed by the Amended Joint and Cooperative Agreement adopted by the Member Municipalities (“JPA”); and
2. In the fall of 2020, the Member Municipalities each adopted an ordinance granting a cable franchise to Comcast of St. Paul, Inc. (“Comcast”) for a ten (10) year term that obligates Comcast to submit a franchise fee of five percent (5%) of its quarterly gross cable service revenues.
3. Article X, Section 5 of the JPA provides that the Commission shall collect all franchise fees paid by Comcast and shall annually pay (payment remitted in April of the following year) the Member Municipalities twenty-five percent (25%) of the franchise fees received by the Commission (“Annual Contribution”); and
4. The number of Comcast cable subscribers in the Member Municipalities has decreased over the past decade and has resulted in lower franchise fee payments received by the Commission; and
5. The Commission contracted with Ashpaugh and Sculco (“A&S”) to conduct a review of the franchise fees submitted by Comcast for the years January 1, 2015 through December 31, 2019 (“Review Period”); and
6. A&S submitted its findings to the Commission in a report dated, July 23, 2021 (“Report”); and
7. The Commission and Comcast settled the findings contained in the Report resulting in the Commission receiving payments from Comcast for past due franchise fees and late penalties totaling Two Hundred Eighty Thousand Ninety-four Dollars and 72/100 (\$280,094.72) (“Settlement Amount”); and
8. The Member Municipalities recognize that the Commission expended significant resources to achieve the Settlement Amount, the Settlement Amount was not budgeted for by the Parties and this one-time settlement would be beneficial to the Commission to address current financial needs resulting from the reduced franchise fee payments received from Comcast; and
9. The Parties further desire to reduce the Annual Contribution to further assist the Commission; and
10. This MOU has been negotiated in good faith by the Parties.

NOW THEREFORE, the Commission and the Member Municipalities agree as follows:

1. This MOU shall become effective on October 1, 2024.

2. The Settlement Amount shall not be subject to any Annual Contribution set forth in Article X. Section 5 of the JPA.
3. The Annual Contribution set forth in Article X. Section 5 of the JPA shall be reduced as follows:
 - a. 12.5% for 2024 (received by the Member Municipalities in April 2025),
 - b. 6.25% for 2025 (received by the Member Municipalities in April 2026),
4. The Annual Contribution amount for any years other than 2024 (received in 2025) and 2025 (received in 2026) shall not be reduced or otherwise modified except as may be approved in writing by the parties at a future date.
5. This MOU will be governed by and interpreted and construed in accordance with the laws of the State of Minnesota.
6. This MOU may be amended at any time by written agreement between the Parties.
7. This MOU may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this MOU delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this MOU.

IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the Parties as set forth below.

Signature page to follow

**NORTHERN DAKOTA COUNTY
CABLE COMMUNICATION COMMISSION**

By: _____
Mickey Kieffer, Chair

Dated: _____, 2024

CITY OF INVER GROVE HEIGHTS

By: _____

Printed Name: Brenda Dietrich

Title: Mayor

Dated: September 23rd, 2024

CITY OF LILYDALE

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

CITY OF MENDOTA

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

CITY OF MENDOTA HEIGHTS

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

CITY OF SOUTH ST. PAUL

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

CITY OF SUNFISH LAKE

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024

CITY OF WEST ST. PAUL

By: _____

Printed Name: _____

Title: _____

Dated: _____, 2024



Request for Council Action

SUBJECT: **3rd Reading of Ordinance Amending City Code Related to Abatement of Nuisance (Hazardous and Diseased) Trees and Approval of Summary Publication Resolution**

MEETING DATE: September 23, 2024

ITEM TYPE: Regular Business

CONTACT: Brian Swoboda, Parks Superintendent, 651.450.2582

ACTION REQUESTED

The Council is asked to consider approval of the third and final reading of the attached Ordinance, amending City Code provisions related to the definition of nuisance and hazardous trees and abatement of the same. If the Ordinance is adopted, the Council is also asked to adopt the attached Resolution of Summary Publication.

BACKGROUND

The City Council is asked to consider the third and final reading of an ordinance amending the City Code related to the abatement of certain diseased and hazardous trees and wood. This ordinance amendment was prepared after the City's Code Compliance Coordinator issued an order requiring removal of a number of diseased trees, and the property owner sought to appeal that abatement order. However, unlike the abatement process for public nuisances found in Chapter 9 of the City Code, Chapter 8, where the requirements regarding diseased trees are contained, does not include an appeal process for abatement orders. Staff is therefore proposing revisions to Chapter 8 in order to provide an appeal process for diseased tree abatement orders.

While preparing that revision to Chapter 8, it was also determined that additional code revisions may be beneficial. These additional changes include adding a definition of hazardous trees and clarifying the abatement process for hazardous trees, diseased trees, and hazardous wood. A first reading of an ordinance making these changes was brought to the Council at its August 12 meeting. At that time, questions were raised regarding the scope of the existing control zones within the City, as well as whether the proposed ordinance language would require the abatement of diseased trees that do not pose a threat to persons or property.

Staff met following that meeting and prepared revisions to the draft ordinance that seek to clarify certain language within the ordinance. Staff also confirmed that the current control zone for diseased tree abatement includes the entirety of the City, based on City Council Resolution 19-75. No change to the existing control zone designation is proposed at this time. The Council considered and approved the second reading of the ordinance at its September 9 meeting.

Following the second reading, a few additional clarifications were made to the draft ordinance, which are highlighted on the attached third reading version of the ordinance.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the third and final reading of the attached Ordinance. If the Ordinance is adopted, the Council is also asked to adopt the attached summary publication resolution.

ATTACHMENTS

1. Ordinance
2. Summary Publication Resolution

Item 7A: Third Reading of Ordinance Amending City Code Related to Abatement of Hazardous and Diseased Trees

September 23, 2024



Background

- City Code currently declares certain diseased trees to constitute a public nuisance and authorizes their abatement
- Unlike the general public nuisance abatement section (Title 5, Chapter 9), the diseased tree abatement section (Title 5, Chapter 8) does not provide for the appeal of an abatement order
- Staff are requesting the Council consider amending the City Code related to diseased and hazardous trees to clarify certain definitions as well as the abatement procedures for diseased and hazardous trees

Three Objectives of Ordinance

1. Clarify that diseased and hazardous trees and wood constitute a public nuisance under the City's general public nuisance section (Title 5, Chapter 9)
2. Define hazardous trees and include hazardous trees as a public nuisance
3. Provide that abatement of diseased trees and hazardous wood and trees is to follow the process provided in Title 5, Chapter 9

What the Ordinance Does Not Change

1. Does not change the currently established “control zones”
2. Does not expand the ability to abate diseased trees to areas outside of the control zones

City Code Revisions

1: Clarify that Dead, Diseased, and Hazardous Trees that Constitute a Public Nuisance under Chapter 8 Also Constitute a Public Nuisance Under Chapter 9

Section One. Amendment. The definition of Public Nuisances on Property found in Title 5, Chapter 9, Section 2 of the Inver Grove Heights City Code is hereby amended to include the following language:

T. Diseased trees, hazardous trees, or hazardous wood which constitute a public nuisance under Section 5-8-4 of this code.

City Code Revisions

2: Define Hazardous Trees and Declare Them to be a Public Nuisance Under Chapter 8

Section Two. Amendment. Title 5, Chapter 8, Section 4 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined, and the deleted language is shown with ~~strike through~~:

5-8-4: NUISANCES DECLARED AND PROHIBITED

A. Nuisances Declared: The following items are hereby declared to be public nuisances: ~~when found within the control zones between April 1 and September 15:~~

1. Any hazardous tree. A hazardous tree is defined as a tree which has structural defects in the roots, stem, and/or branches that are likely to cause the tree or tree part to fall, and such fall could cause property damage or personal injury.

City Code Revisions

The ordinance also clarifies the definition of a diseased tree:

2. Any diseased tree. A diseased tree shall mean any of the following when found within the control zones between April 1 and September 15:
 - a. Any living or standing elm tree, or part thereof, infected to any degree with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman) Moreau.
 - b. Any elm tree or part thereof suffering from dieback or any other disease or harmful condition which, in the opinion of the city forester or his agents, renders that tree or any parts thereof possible breeding or harboring sites of the elm bark beetles *Scolytus multistriatus* (Eichh.) or *Hylurgopinus rufipes* (Marsh).
 - c. Any red oak tree or part thereof exhibiting wilting to any degree in July or August, this wilt caused by the oak wilt fungus *Ceratocystis fagacearum*. Red oak trees affected at other times and white oaks with root systems in contact with other trees of the same species are also hereby declared nuisances.
 - d. Any ash tree that is diseased with the emerald ash borer that poses or threatens to pose a danger to person or property by reason of potentially falling or loss of tree limbs in the opinion of the city forester or the city forester's designee or is otherwise subject to a directive for removal from the Minnesota department of agriculture or other state agency.
 - ~~e. Elm trees, oak trees or ash trees or parts thereof as described in subsections A1 through A4 of this section, hereby shall be termed hazardous trees and portions.~~

City Code Revisions

The ordinance also clarifies the definition of hazardous wood:

3. Any hazardous wood. Hazardous wood shall mean any of the following when found within the control zones between April 1 and September 15:
 - a. Any dead elm tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been completely removed. Red oak wood not covered by a plastic tarpaulin during May and June. ~~is also hereby declared a public nuisance.~~ Any dead ash tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other ash material that is not handled consistent with guidelines issued by the Minnesota department of agriculture or other state agency, as amended from time to time. ~~Such nuisances are hereby termed hazardous wood.~~

City Code Revisions

3: Clarify Language in Section 5-8-6 Related to Abatement

- Add a reference to “diseased or hazardous trees” to Section 5-8-6, along with hazardous wood
- Amended the section related to abatement of trees to clarify that the abatement process found in Section 5-9-6 shall be followed
- Further clarifies that the forester and/or any other authorized enforcement officer may abate the public nuisance

City Code Revisions

Additional Information

- **Diseased trees** are only subject to abatement if they are:
 1. Located in a control zone; and
 2. Between April 1 and September 15th
- **Hazardous wood** is only subject to abatement if it is:
 1. Located in a control zone; and
 2. Between April 1 and September 15th
- **Hazardous trees** are subject to abatement at any time

Requested Council Action

- 1. Consider a third and final reading of the ordinance included in tonight's council packet.**
- 2. If the third reading of the ordinance is approved, consider approval of the summary publication resolution included in the council packet.**



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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Minnesota
GreenStep Cities



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

ORDINANCE NO. 1484

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 5, CHAPTERS 8
AND 9 RELATED TO ABATEMENT OF DISEASED AND HAZARDOUS TREES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. The definition of Public Nuisances on Property found
in Title 5, Chapter 9, Section 2 of the Inver Grove Heights City Code is hereby amended
to include the following language:

T. Diseased trees, hazardous trees, or hazardous wood which constitute a public
nuisance under Section 5-8-4 of this code.

Section Two. Amendment. Title 5, Chapter 8, Section 4 of the Inver Grove
Heights City Code is hereby amended as follows. The new language is shown underlined,
and the deleted language is shown with ~~strikethrough~~:

5-8-4: NUISANCES DECLARED AND PROHIBITED

A. Nuisances Declared: The following items are hereby declared to be public
nuisances: when found within the control zones between April 1 and September 15:

1. Any hazardous tree. A hazardous tree is defined as a tree which has structural
defects in the roots, stem, and/or branches that are likely to cause the tree or
tree part to fall, and such fall could cause property damage or personal injury.
2. Any diseased tree. A diseased tree shall mean any of the following when found
within the control zones between April 1 and September 15:
 - a. Any living or standing elm tree, or part thereof, infected to any degree
with the Dutch elm disease fungus *Ceratocystis ulmi* (Buisman)
Moreau.
 - b. Any elm tree or part thereof suffering from dieback or any other
disease or harmful condition which, in the opinion of the city forester or
his agents, renders that tree or any parts thereof possible breeding or
harboring sites of the elm bark beetles *Scolytus multistriatus* (Eichh.)
or *Hylurgopinus rufipes* (Marsh).
 - c. Any red oak tree or part thereof exhibiting wilting to any degree in July
or August, this wilt caused by the oak wilt fungus *Ceratocystis*

fagacearum. Red oak trees affected at other times and white oaks with root systems in contact with other trees of the same species are also hereby declared nuisances.

- d. Any ash tree that is diseased with the emerald ash borer that poses or threatens to pose a danger to person or property by reason of potentially falling or loss of tree limbs in the opinion of the city forester or the city forester's designee or is otherwise subject to a directive for removal from the Minnesota department of agriculture or other state agency.
- e. ~~Elm trees, oak trees or ash trees or parts thereof as described in subsections A1 through A4 of this section, hereby shall be termed hazardous trees and portions.~~

3. Any hazardous wood. Hazardous wood shall mean any of the following when found within the control zones between April 1 and September 15:

- a. Any dead elm tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other elm material from which the bark has not been completely removed. Red oak wood not covered by a plastic tarpaulin during May and June, ~~is also hereby declared a public nuisance.~~ Any dead ash tree, standing or fallen, or part thereof, including logs, branches, stumps, firewood or other ash material that is not handled consistent with guidelines issued by the Minnesota department of agriculture or other state agency, as amended from time to time. ~~Such nuisances are hereby termed hazardous wood.~~

Section Three. Amendment. Title 5, Chapter 8, Section 6 of the Inver Grove Heights City Code is hereby amended as follows. The new language is shown underlined, and the deleted language is shown with ~~striketthrough~~:

5-8-6: ABATEMENT PROCEDURE:

A. Methods Of Abatement: In abating the nuisances of diseased or hazardous trees and portions and hazardous wood, the landowner shall, and upon his failure to do so, the forester, and/or any other authorized enforcement officer may abate the public nuisance and cause the infected tree or wood or hazardous tree or portion thereof to be sprayed, removed, burned, disposed of or otherwise effectively treated so as to destroy and prevent as fully as possible the spread of the Dutch elm disease fungus, the oak wilt fungus, the elm bark beetles and/or emerald ash borers, or, in the case of a hazardous tree, to remove the hazardous tree. Such abatement procedures shall be carried out in accordance with current technical and expert opinions and plans as may be designated by the commissioner of agriculture and shall be termed proper disposal.

B. Abatement In Control Zones: When the forester finds with reasonable certainty that the Dutch elm disease fungus, the oak wilt fungus, elm bark beetles, or emerald ash borers exist in any tree or wood in the control zones; that hazardous wood exists within the control zones; or that a hazardous tree exists on any property at any time, the public nuisance enforcement and abatement procedures detailed in Section 5-9-6 shall be

followed. If the City abates a diseased tree, hazardous wood, or a hazardous tree, the City may assess the costs of the abatement **against the property** pursuant to Minnesota Statutes, Sections 429.101, 429.031, 429.061, and/or 18G.13 following the procedures in Section 5-9-6. ~~procedure shall be as follows:~~

~~— 1. Notice To Abate: For hazardous wood or hazardous trees and portions found on private property, the property owner shall be given no more than fourteen (14) days for proper disposal from the date of notification. Within said fourteen (14) days, the property owner shall complete proper disposal of the nuisance. Notification shall be given in writing and shall be made either by personal service on the landowners and occupants or by mailing the written notice to them. If service is by mail, the owners shall be those shown on the records of the county treasurer. Notice shall be complete upon mailing.~~

~~— 2. Failure To Abate; Abatement By City; Costs: Failure to abate the nuisance (or properly dispose of the hazardous wood or hazardous trees and portions) by the property owner within the time limit stated shall authorize the city forester to have the nuisance abated. The city may then charge all costs of abatement to the property owner and bill him directly. If the landowner does not pay the bill, the monies due may be assessed. Failure by the property owner to abate the nuisance within the time specified above is a violation of this chapter and shall be punishable as a misdemeanor. Further, the city may enforce this chapter by injunction or by any other legal remedy.~~

~~— 3. Record Of Costs: The forester shall keep a record of the costs of abatements done under this section and shall report monthly to the finance department and clerk all work done for which billings and assessments are to be made stating and certifying the description of the land, lots, and parcels involved and the amount chargeable to each.~~

~~— 4. Assessment Of Costs: On or before September 1 of each year, the clerk and finance department shall list the total unpaid charges for each abatement against each separate lot or parcel to which they are attributable under this chapter. The council may then spread the charges or any portion thereof against the property involved as a special assessment under Minnesota statutes section 429.101 and other pertinent statutes for certification to the county auditor and collection the following year along with current taxes.~~

~~— C. Payment Of Abatement Costs: The payment of monies owed to the city for the abatement of nuisances (as described in subsection 5-8-4A of this chapter) from private property shall be handled in the following manner:~~

~~— 1. All expenses shall be kept by the city forester and submitted to the finance department and clerk. Individual bills shall be sent to the property owner stating the work done and the amount owed.~~

~~— 2. Payment shall be due on the entire amount owed within thirty (30) calendar days from the date of the bill.~~

~~— 3. After the passage of the original thirty (30) days, the city may assess the remaining amount due pursuant to Minnesota statutes sections 429.101 and 18G.13.~~

Section Four. Amendment. Title 5, Chapter 8 of the Inver Grove Heights City Code is hereby amended as follows:

The three references to “his” in this chapter shall be changed to “their.”

Section Five. 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 23rd day of September, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 2024-226**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 1484, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE
5, CHAPTERS 8 AND 9 RELATED TO ABATEMENT OF DISEASED AND
HAZARDOUS TREES**

WHEREAS, on September 23, 2024, the City of Inver Grove Heights, Dakota County, Minnesota ("City") adopted Ordinance No. 1484, an ordinance Amending Various Provisions of Inver Grove Heights City Code Title 5, Chapters 8 and 9 Related to Abatement of Diseased and Hazardous Trees; and

WHEREAS, state law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5ths vote, direct that only the title and a summary of the ordinance be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1484 which is attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1484 would clearly inform the public of the intent of the ordinance; and

WHEREAS, due to the length of Ordinance No. 1484, the City Council desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, that the City Council of the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1484 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1484 in the City's official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of

Ordinance No. 1484 is available for inspection during regular business hours at the office of the Inver Grove Heights City Clerk, by standard mail, or by electronic mail.

3. Directs the City Clerk to file the executed Ordinance No. 1484 upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 23rd day of September, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the *Pioneer Press* on _____, 2024.)

EXHIBIT A

SUMMARY PUBLICATION ORDINANCE NO. 1484

A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF ORDINANCE NO. 1484, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 5, CHAPTERS 8 AND 9 RELATED TO ABATEMENT OF DISEASED AND HAZARDOUS TREES

On September 23, 2024, the City of Inver Grove Heights, Dakota County, Minnesota adopted Ordinance 1, an ordinance amending Inver Grove Heights City Code Title 5, Chapters 8 and 9 Related to Abatement of Diseased and Hazardous Trees.

Ordinance 1484 makes various revisions to existing code provisions, including adding diseased trees, hazardous trees, and hazardous wood to the definition of public nuisances on property found in Title 5, Chapter 9 of the City Code; adding a definition for hazardous trees and declaring the same to be a public nuisance; adding a definition for hazardous wood; authorizing abatement of diseased and hazardous trees and wood pursuant to the abatement process found in Title 5, Chapter 9, and making other related revisions to Title 5, Chapter 8.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1484, and it is directed that only the above title and summary of Ordinance No. 1484 conforming to Minn. Stat. Sec. 331A.01 be published, with the following:

NOTICE

A printed copy of the full text of Ordinance No. 1484 is available for public inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, 8150 Barbara Avenue, Inver Grove Heights, MN 55077, by standard mail, or by electronic mail, and at any other public location which the Council designates.



Request for Council Action

SUBJECT: **Consideration of Personnel Action**

MEETING DATE: September 23, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511
 Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council will be asked to consider termination/dismissal of an employee for non-disciplinary reasons. The data related to this item is currently private pursuant to MN Statutes Section 13.43. It will be provided to the Council under separate cover in advance of the meeting.

BACKGROUND

The employee has asked to have a statement read at the Council meeting, and would like to be called upon to do so.

FISCAL IMPACT

None.

RECOMMENDATION

ATTACHMENTS

None

September 23, 2024

Inver Grove Heights City Council

Dear Council Members,

As a member of the building department for nearly a decade, I have dedicated myself to serving the community and providing quality service to its residents. Unfortunately, my time with the city was significantly impacted by the COVID-19 pandemic. I along with many other city staff members were asked to assist the City of Inver Grove Heights with the public election in November 2020. This was during the peak time of Covid-19, when there were no vaccinations available and so little was known about the transmission and safety precautions for this deadly disease. With little affective protection available to use, I along with 10 of my co-workers contracted Covid-19 as the result of our long term exposure on this day with the public. Sadly, one of my coworkers, even succumbed to the virus shortly afterwards. Mike we all miss you.

I also faced a severe battle with COVID-19, spending many months in the hospital and enduring several near-death experiences. The emotional and physical toll on myself and my family has been immense. I spent 3 months in a medically induced coma, and during which I was not aware and not allowed to grieve with my family with the passing of my own mother.

After awakening from the coma and I am thankful to be alive, the next 2 months involved a new series of difficulties. I relearned basic skills like sitting, walking, talking, and feeding myself. In total, I was away from my wife and young children for 5 months. The impact on my mental health and physical well-being has been and continues to be profound. As you can see, I'm tethered to oxygen nearly 24/7.

I do not blame anyone for contracting Covid-19 because, so little was known about the disease back then and there simply weren't adequate resources to protect myself and co-workers. However, I come before you today to simply ask that you treat me in the same way that you treat my other co-workers who's claims have all been paid and in some cases continue to be paid. I only ask for fairness and consideration for the sacrifices I have made. I have four young children to provide for, and I am asking the council to reconsider the disparate treatment I alone have received. I have spoken with individuals in positions of authority, and I understand that the League of Minnesota Cities trust board, which is comprised of elected officials, has the power to review my case. I respectfully request that you consider my family's situation and my request for a fair outcome for my sacrifice.

Thank you for your time and attention to this matter.

Respectfully,

John "JoJo" Verdeja

Request for Council Action

SUBJECT: Allocation of Remaining American Rescue Plan Act (ARPA) Dollars

MEETING DATE: September 23, 2024
ITEM TYPE: Regular Business
CONTACT: Amy Hove, Finance Director, 651.450.2521
 Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, allocating the City's remaining American Rescue Plan Act (ARPA) dollars towards the Police Department's 2024 full-time wages in the General Fund.

BACKGROUND

As part of the federal government's COVID relief efforts, cities received two rounds of funding. The first - generally referred to as CARES Act funding - was spent during the height of the pandemic to cover costs associated with improving online services, providing economic support to local businesses and non-profits, paying for unbudgeted city expenditures related to the pandemic and public safety payroll. The second round of funding - called ARPA funds - was received in two installments - May 2021 and May 2022. In total, the City received \$3,898,315.98 in ARPA funds.

Staff and the City Council have discussed the potential uses of the City's ARPA funds on several occasions, beginning in June 2021.

The funding, when received, was segregated into its own fund and set aside to await the outcome of the City's state bonding request for Heritage Village Park and the 117th Street Reconstruction Project. Since the state passed a bonding bill that included funding for both projects, the Council was able to consider other projects for these funds and narrowed their focus down to three key areas at the June 5, 2023 work session:

- Rehabilitation of the City's Water Treatment Plant
- Acquisition of park land, specifically in the northwest area (NWA) of the City
- Movement of historic buildings (Old Town Hall & School House) to Heritage Village Park

On May 13, 2024, Council awarded a contract and approved a budget for City Project 2023-03: Rehabilitation of the City's Water Treatment Plant. The total project budget of \$4,792,901 included the use of \$2.5 million in ARPA funds. Those funds have since then been transferred into the project which resides in the Water Capital Fund (Fund 511).

Other than this transfer, the only other ARPA expenditure was for \$875.00 (2021 expenditure) when the staff requested the City's financial advisor, Ehlers Public Finance Advisors, perform a revenue

loss calculation to determine if all the City's ARPA dollars could be used for general government purposes. The US Treasury had initially indicated that governments had to "prove" revenue loss in order to use the funds for general government purposes - they have since issued a Final Rule that allows local governments to choose a standard allowance for lost revenue of up to \$10 million without proving the loss. The City Council approved the standard allowance in February 2022 which provided the City with broad discretion on how to spend its ARPA funds.

Staff continue to pursue the acquisition of park land in the NWA, but there are challenges to accomplishing this by the year-end deadline to legally obligate the City's ARPA funds. December 31, 2024 is the deadline for the City to legally obligate any of its remaining ARPA dollars, with a final spending date of December 31, 2026. The Treasury defines an obligation as "an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment". Passing a budget or ARPA spending plan does not obligate the funds, so it is important that the City take the steps necessary to obligate these funds before year-end.

The City's current ARPA balance, housed in Fund 251, is \$1,397,440.98. Since the City has already approved the standard revenue loss election, it can allocate these funds for any allowable city use.

Staff's recommendation is to allocate the remaining ARPA dollars towards the Police Department's 2024 full-time wages. The Police Department has the largest payroll, with a budget of just over \$5.8 million for full-time wages. If the remaining \$1,397,440.98 in ARPA dollars are used to cover this 2024 payroll, that would grow the General Fund's fund balance by at least \$1,397,440.98 at the end of the year, which would allow those dollars to be used elsewhere.

At the beginning of each year, staff present the Council with a list of potential carryovers to consider based on the General Fund's balance from the previous year. In the instance of 2024, we would expect the year-end balance to contain both the routine list of items such as incomplete contracts or supplies not received, plus the savings produced when ARPA dollars are used to cover Police payroll. Staff would plan to bring forward a Resolution in early 2025 to coincide with the budget carryover process so that Council has an opportunity to transfer those payroll savings to another City fund for whatever purpose the Council chooses.

FISCAL IMPACT

If the City Council does not legally obligate the remaining ARPA dollars by year-end 2024, they must be returned to the federal government. Following the staff recommendation to allocate these dollars towards the Police Department's 2024 wage costs allows them to be utilized in a legal manner while also providing a plan on how the Council may consider using the funds they replaced.

RECOMMENDATION

Staff recommends the Council adopt the attached Resolution, allocating the City's remaining American Rescue Plan Act (ARPA) dollars towards the Police Department's 2024 full-time wages in the General Fund.

ATTACHMENTS

1. Resolution Allocating Remaining ARPA Funds

American Rescue Act Funds (ARPA)

*Amy Hove, Finance Director
September 23, 2024*



Background

- Distinct from CARES Act funding received earlier in the pandemic
- City's ARPA Funds total \$3.9 million – half received in May of 2021 and half in May of 2022 – nothing spent yet
- Accepted under the category of “revenue replacement”
- May be spent on any “governmental purpose”
- Must be obligated by Dec. 31, 2024 and fully spent by Dec. 31, 2026
- May be divided up and spent on multiple things.

Council Discussions

- June 7, 2021 Work Session – introduction to ARPA and presentation of eligible uses
- December 13, 2021 Council Meeting – City Council accepts City's share of ARPA funds
- February 26, 2022 Council/Staff Retreat – discussion of guiding principles and priorities for use of funds
 - Heritage Village Park – continued build out
 - 117th Street
 - PW Facility
 - Advanced Metering Infrastructure (water meters)
- February 28, 2022 Council Meeting – Council adopts the standard allowance under the revenue loss provision

Council Discussions

- June 5, 2023 Work Session – Discuss potential use of funds
 - Water Infrastructure (Water Treatment Plant)
 - Acquisition of park land specifically in NWA of the City
 - Movement of historic buildings
- May 13, 2024 Council Meeting – Council approves use of \$2.5 million for Water Treatment Plant Project
- August 5, 2024 Work Session – Discussion on remaining dollars
 - \$1 million earmarked for Parks
 - \$400,000 available for another use

Upcoming Deadline: Dec. 31, 2024

- December 31, 2024 is the deadline to legally obligate the City's remaining ARPA dollars
- US Treasury defines obligation as an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment
 - Approving a budget does not obligate funds
 - Passing a spending plan does not obligate funds

Staff Recommendation

- Staff recommendation is to allocate the remaining ARPA dollars (\$1,397,440.98) to Police Dept 2024 full-time wages
- Police Department has largest payroll with a 2024 budget of just over \$5.8 million in full-time wages
- This allocation/transfer to the General Fund would allow the General Fund's balance to grow by \$1,397,440.98 which would allow that original funding for Police payroll (tax levy) be used elsewhere

General Fund & Budget Carryovers

- At the beginning of each year staff present the Council with a list of potential carryovers to consider based on ending General Fund balances
- 2024 Carryovers to 2025 Budget
 - Anticipate General Fund requests would include the normal list of carryover items **PLUS**
 - Staff would prepare a recommendation for a budget carryover and/or transfer of any savings generated by using ARPA on police payroll to another Council-designated purpose
 - Allows staff to continue with park land negotiations without those negotiations tied to ARPA deadline
 - Allows Council to provide additional feedback without hindrance of ARPA deadline

What Happens if we don't legally obligate by December 31, 2024

- Funds are returned to the federal government





CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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Minnesota
GreenStep Cities



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

RESOLUTION NO. 2024-227

**RESOLUTION ALLOCATING THE CITY'S REMAINING
AMERICAN RESCUE PLAN ACT (ARPA) DOLLARS**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included \$65 billion in recovery funds for cities across the country, and;

WHEREAS, the City received \$3,898,315.98 in ARPA and elected the standard allowance for revenue loss which allows recipients to utilize their ARPA funds on any governmental services, and;

WHEREAS, the City has spent \$875.00 with the City's financial advisor on the revenue loss calculation, and;

WHEREAS, the City has legally obligated \$2.5 million to City Project 2023-03 Water Treatment Plan Rehabilitation, and;

WHEREAS, the remaining \$1,397,440.98 is required to be legally obligated by December 31, 2024 in order to avoid having to return the funds to the federal government, and;

WHEREAS, the Council desires to utilize these remaining funds to cover full-time Police wages in 2024 which will free up General Fund resources for other city purposes.

NOW, THEREFORE BE IT RESOLVED, BY CITY OF INVER GROVE HEIGHTS: that, the City Council of the City of Inver Grove Heights allocates the City remaining ARPA dollars, in the amount of \$1,397,440.98 to cover the 2024 full-time Police wages via a transfer from the American Rescue Plan Act (ARPA) Fund to the General Fund (Fund 101).

Adopted this 23rd day of September 2024 by the City Council of Inver Grove Heights, MN

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Comment Letter to the Metropolitan Council Regarding the Draft 2050 Comprehensive Plan System Statements**

MEETING DATE: September 23, 2024

ITEM TYPE: Regular Business

CONTACT: Jason Ziemer, Community Development Director, 651-450-2546

ACTION REQUESTED

The Council is asked to approve a letter to the Metropolitan Council providing comment on the draft Imagine 2050 System Statements for the upcoming 2050 comprehensive planning process.

BACKGROUND

Every 10 years, as required by Minnesota Statute §473.864, the local governments in the seven (7) county Twin Cities metropolitan area are required to review and amend or update their local Comprehensive Plans, and related fiscal devices and official controls (zoning). Comprehensive Plans are a guide for how and where a community grows. The document covers a wide spectrum of topics from housing and parks to utility systems and transportation networks. Comprehensive plans are a tool to help communities not only make decisions but also clarify and justify the what and why of those decisions. The current Inver Grove Heights 2040 Comprehensive Plan was adopted in October 2019.

The Metropolitan Council is currently in the planning phase for the 2050 Comprehensive Plan process – called “Imagine 2050” – and has prepared draft system statements for land use, housing, parks, utilities (water, wastewater and storm water) and transportation. System statements are documents used to help inform and guide local governments while reviewing and amending their comprehensive plans.

Those draft statements were made available for public review and comment on August 15; the public comment period ends October 7. There is also a public hearing scheduled for 5:00 pm on September 25 at the Metropolitan Council offices at 390 Robert Street in St. Paul.

System statements and additional information are available at engage.metrocouncil.org.

City staff have spent time reviewing the Image 2050 System Statements and are finalizing a draft response letter for the City Council's consideration. That letter will be sent to the City Council and attached to this staff report by end of day Friday, September 20, 2024. In the meantime, the following information on population, household and employment forecasts is provided as relevant background information.

Population, Household & Employment Forecasts

The Metropolitan Council recently provided 2050 community forecasts for population, households

and employment. As discussed throughout the system statements, growth projections for population and households are still increasing, but at a slower pace than projected with the 2040 Plan. In other words, and as reflected in our forecasts, Inver Grove Heights is still projected to grow, but at a slower pace.

Below are the 2040 forecasts from the last round of comprehensive planning, known as "Thrive 2040", and the new 2050 forecasts to be used with the next round of comprehensive planning, known as "Imagine 2050."

<i>THRIVE 2040</i>	2020	2030	2040	
Population	33,730	42,000	46,700	
Households	15,400	17,600	19,800	
Employment	11,400	12,400	14,000	

<i>IMAGINE 2050</i>	2020	2030	2040	2050
Population	35,791	37,773	38,743	42,513
Households	14,338	15,574	16,312	18,010
Employment	9,602	12,388	13,701	15,670

Process Forward

Metropolitan Council timelines show adoption and implementation of the system statements in 2025 through 2026. Local governments would likely commence their work on their 2050 Comprehensive Plans in 2027/2028 with adoption in 2029. It typically takes six (6) to nine (9) months to complete the entire process.

FISCAL IMPACT

None.

RECOMMENDATION

City staff recommends review and support of draft letter to the Metropolitan Council.

ATTACHMENTS

None



8150 Barbara Avenue
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Minnesota 55077

651-450-2500

www.ighmn.gov

September 24, 2024

Charlie Zelle, Chair
Metropolitan Council
390 Rober Street North
St. Paul, MN 55101

Re: Comments on Imagine 2050 System Statements

Chair Zelle,

The City of Inver Grove Heights has received and reviewed the draft Imagine 2050 System Statements. On behalf of the Inver Grove Heights City Council, we provide the following comments and feedback regarding the policies and goals contained in the draft statements.

LAND USE POLICY PLAN

1. Minimum Average Net Density (Objective 1, Policy 2, Action 3)

Imagine 2050 proposes an expected increase in the minimum residential density requirement. Inver Grove Heights is designated as a Suburban Edge community. According to Imagine 2050, the minimum average net residential density for communities designated as such is proposed to increase from 3.0 units per acre to 4.0 units per acre. This increased density is a dramatic shift from previous, regional planning policy. It also is an exercise on paper, not in consideration of the physical attributes of a community.

The hilly and rolling terrain of Inver Grove Heights, notably the Northwest Area - our planned and focused growth area - presents obstacles for development design. That terrain often results in developers having to fit housing into the landscape versus landscaping around housing. In other words, greater density housing is not always realistic, and this change in regional policy puts cities at risk of being non-compliant with their Comprehensive Plans.

This Policy also assumes the market, housing demand and developer interest are the same in communities across the region. - but they are not. We do not dispute the demand for greater density of housing in some portions of the Twin Cities. However, in places such as Inver Grove Heights, the market and developer emphasis remains focused on lower density developments. The market and demand for higher density housing in Inver Grove Heights is not at the same scale as communities with greater populations, jobs, transit, etc. Furthermore, the definition of Suburban Edge specifically identifies these communities as having "...extensive undeveloped land planned for low to medium residential densities..." (Pg. 12).

City Response: The City objects to the proposed change in the minimum average net density for communities designated as Suburban Edge from 3.0 units per acre to 4.0 units per acre. This one-size-fits-all policy approach is not practical.

2. Compact Development (Objective 1, Policy 2, Action 1)

Imagine 2050 evaluated different growth scenarios, from business-as-usual to low and high growth, based on compact or more dispersed development patterns. The resulting policy is to accommodate growth through more compact development. The stated benefits of compact development include land preservation, public investment, natural resource protection and climate. However, the proposed increased minimum net density combined with the expectation of compact development is without consideration of local housing markets, developer interest, and physical land attributes (i.e. topography).

City Response: The City objects to any policy requiring compact development. Such requirements threaten the flexibility of development and developer creativity, create potential conflicts with the housing market in terms of localized housing demand, and may require the City to focus on only certain types of housing, resulting in less diversification of its housing supply and fewer housing options for all persons.

3. New Connections to Regional Sewer System (Objective 1, Policy 2, Action 2)

In addition to its increased density expectation, the System Statement discusses various policy approaches to implement density requirements, including requiring new connections to the regional system to meet minimum density requirements. If the focus of any minimum density requirement is based on the average net density in development areas, then the potential policy of requiring all “new connections” to meet that minimum density is likely in conflict with average net density.

For example: Assuming a minimum average net density of 4.0 units per acre is adopted, a new individual, single-family residential development with a proposed density of 3.0 units per net acre would not be authorized to connect as that development, and resulting “new connections,” would not comply with the minimum required, even if that Low Density Residential land use is part of area average calculation for minimum density. The assumption of this example is that Low Density Residential area, and related density range, is part of an adopted Comprehensive Plan and within the MUSA.

City Response: The Metropolitan Council is asked to clarify the intent of the “new connections” policy and its relationship to individual developments and the minimum average net density. The City would object to this policy if the intent is as described in the example above, whereby every new, individual development would need to meet the adopted minimum average net residential density.

4. Net Residential Density (Objective 1, Policy 2, Action 3)

Imagine 2050 states the measure of minimum net density is determined by taking the minimum number of housing units and dividing that by the net developable acreage (Subp. iii, Pg. 20). This equation is the driver of establishing the minimum average net density. However, cities are unable to determine net density through their Comprehensive Plan as planning focuses on the gross acreage of a community. In their long-range planning documents, cities are not specifically identifying those

things that are excluded from the landscape to determine net acreage of a specific parcel or area; those exclusions and related calculations occur during the development process. In other words, cities cannot calculate their net density. The terms “units per acre” and “units per net acre” are also used interchangeably throughout the entire Imagine 2050 document, yet they are not the same.

City Response: The City seeks clarification as to whether the minimum density required for Imagine 2050 is based on the gross acreage for a development area or net acreage. If the latter, the Metropolitan Council needs to provide clarification as to what factors it proposes to use in determining net acreage.

5. Future Affordable Housing Need (Objective 1, Policy 2, Action 4)

Imagine 2050 shows an affordable housing allotment for Inver Grove Heights of 528 units – 256 units at 30% or less AMI, 210 units between 31% to 50% AMI, and 62 units at 51% to 60% AMI. The associated Policy statement regarding Future Affordable Housing Need identifies two (2) options requiring cities to guide land:

1. at a minimum density of 10 units per acre to meet the Future Need, or
2. at a minimum density of 12 units per acre to meet the future need for 30% AMI or less and a minimum density of 8 units per acre at 31% to 60% AMI.

City Response: The Metropolitan Council is asked to clarify if the City must select Option 1 or 2, and also clarify if Option 1 requires a land use category that starts at a 10 unit per acre minimum, or if the City is required to have a land use category that is inclusive of 10 units per acre.

6. Greenhouse Gas Emissions (Objective 7, Policy 1, Action 7)

Imagine 2050 states local governments must plan for strategies that reduce or naturally sequester greenhouse gas emissions. (Pg. 36)

City Response: The Metropolitan Council is asked to clarify this and any similar policy and action statements requiring cities to perform tasks not commensurate with city government. As such, the City does not have staff expertise in this area.

7. Renewable Energy Readiness (Objective 7, Policy 3)

Imagine 2050 states local governments should incentivize developments that maximize renewable energy readiness and enhance energy efficiency. (Pg. 36)

City Response: The City objects to any requirements that obligate the City to consider or provide financial incentives. The City does not have staff expertise in this area. As such, the City would look to other agency partners to provide development for such technical and financial assistance to developers.

HOUSING POLICY PLAN

1. Livable Communities Funding Priorities

Imagine 2050 identifies several changes in criteria for the Livable Communities Program and related programs to prioritize funding for projects. Examples include:

1. Prioritize funding housing projects that serve residents who are or have experienced homelessness and/or incorporate supportive services. (Pg. 32)
2. Increase prioritization for affordable housing preservation and improvement criteria. (Pg. 33)
3. Provide clear preference in scoring for housing development projects that exceed the Minnesota Housing state-required minimum that units are designed and constructed to meet accessibility requirements.
4. Prioritize projects that preserve and/or add to the cultural landscape of the neighborhood. (Pg. 40)
5. Prioritize culturally responsive approaches, such as interest-free and individual taxpayer identification mortgage projects, etc. housing projects (Pg. 40)
6. Give funding consideration to projects that use cost-effective energy-saving and decarbonization elements. (Pg. 43)
7. Prioritize energy efficiency, climate resilience and decarbonization in preservation projects. (Pg. 43)

The Metropolitan Council has continued to evolve application minimums, requirements, and expectations for funding consideration via its different programs. This has resulted in application processes that are not only more strenuous, but also less appealing due to the added criteria and onerous requirements. Current criteria and new, proposed priorities could result in fewer cities and projects eligible for funding, and thus less likely to apply. The enhanced prioritization criteria – whether required or optional – would make it more difficult for projects to meet the minimum scoring thresholds necessary for program eligibility and funding consideration. The result is more regional funding spent in fewer areas vs. spread out across the region as it should be. This also continues the concentration of affordable, supportive and/or other types of housing in certain areas. The concentration of that housing conflicts with an Imagine 2050 goal of creating communities for everyone. Continually moving the goal posts also results in cities attempting to partner with developers to construct affordable housing and/or local affordable projects not getting funded.

City Response: The City objects to continued added criteria and greater prioritization of funding. The City encourages the Metropolitan Council to focus on opportunities to ease requirements and criteria that encourage cities to apply for and receive funding that supports affordable housing.

2. Quality Affordable Housing (Objective 4)

Imagine 2050 states the requirement that comprehensive plans identify the use of tax abatement, fee waivers, or other locally available financing tools to be used to encourage the maintenance and preservation of unsubsidized affordable housing

(Pg. 34). It should be noted that tax abatement, fee waivers, etc. are public subsidies, and so unsubsidized affordable housing receiving such financial assistance would then be subsidized.

City Response: The City objects to any requirement that effectively requires the use of tax abatement, fee waivers or other financial incentives. The City does not object to identifying housing implementation tools as it has with previous Comprehensive Plans. However, the Metropolitan Council cannot require cities to use specific local financing tools in any capacity. Those decisions must be based on project eligibility, demonstrated need and local priorities. Additionally, such requirements potentially put the City in non-compliance with its Comprehensive Plan if such funding is denied, even if such requests do not meet local financial policies.

3. Cultural Connection and Well-Being (Objective 5)

Imagine 2050 states the requirement for Comprehensive Plans to establish and actively use tools that support mental health services, job training programs and education support. None of these service areas fall within the scope of municipal governments in Minnesota.

City Response: The City objects to these or any similar requirements, and cannot be required to provide such services as noted. The types of support services identified are provided by county and state agencies. As such, the City does not have the capacity, resources and/or staff expertise in these areas to provide or ensure the provision of such services.

4. Housing Action Plan (Section 4)

Imagine 2050 notes that cities will be required to report annually as to their progress toward meeting their housing goals; that report would be filed along with a city's annual housing production survey (Pg. 49). Additionally, the focus of Imagine 2050 is housing growth and monitoring by decade (i.e. 2030-2040 and 2040-2050) versus the planning continuum (i.e. 2020-2040 and 2030-2050). The purpose of this monitoring period is to ensure communities are meeting their density requirements by decade. It is noted that a city's "failure to report on progress toward their housing goals" could result in the city not being able to receive Livable Communities funding. By this statement, it is also inferred that a city, not meeting its housing targets during the monitoring decade, could also be penalized as a result.

Cities do not control or influence the economy. Therefore, national economic conditions (i.e. Great Recession from 2008 to 2012) that result in housing development slowdowns could put cities at risk of being non-compliant with their Comprehensive Plans for failure to achieve their expected growth and/or at the densities expected. This point requires clarification.

City Response: The City notes this policy goal requires more thought before being considered or included, so that cities understand the policy, process, implementation and implication. The City requests the Metropolitan Council remove such policy

language and goals until such time the agency can thoroughly vet this policy concept. The City does not object to continued reporting its annual housing production.

PARKS & TRAILS POLICY PLAN

City Response: The City of Inver Grove Heights does not have comments regarding the Parks and Trails Policy Plan at this time.

WATER POLICY PLAN

1. Metro Area Water Supply Plan

The Metro Area Water Supply Plan policy statement identifies a framework for sustainable long-term water supply planning based on local control and responsibility for water supply systems (Pg. 3-70). The City of Inver Grove Heights supports local control over water supply planning. As an operator of an independent public water system, the City complies with all appropriations permitting and regulatory requirements for groundwater systems, including implementation of local controls for water supply management and protection, as regulated through the Minnesota Department of Natural Resources.

City Response: The City supports a reduction in the number of State and regional agencies that regulate municipal activities related to both water quality (storm water) and water supply (groundwater).

2. Wastewater System Plan

The Wastewater System Plan policy statement discusses existing capacity, system growth and ongoing/future investment, yet makes no mention of the Metropolitan Urban Service Area (MUSA). While MUSA is referenced and discussed in the Land Use System Statement, this boundary is not discussed or depicted within the Wastewater System Plan. There are also no maps or diagrams of the current and/or future/proposed MUSA boundary. The MUSA boundary has been a guiding tenant for wastewater planning with previous system statements and resulting comprehensive plan updates.

City Response: The Metropolitan Council is asked to clarify the change in and recommended new approach to wastewater and land use planning if the Metropolitan Council and cities are to no longer plan based on the MUSA boundary.

TRANSPORTATION POLICY PLAN

City Response: The City of Inver Grove Heights does not have comments regarding the Transportation Policy Plan at this time.

Thank you for your time. We appreciate and look forward to your response to our comments. You may contact Jason Ziemer, Community Development Director, at (651) 450-2546 or jziemer@ighmn.gov with any questions as to the City's comments regarding the Imagine 2050 System Statements.

Sincerely,

Brenda Dietrich
Mayor

Kris Wilson
City Administrator

cc: Patrick Boylan, Sector Representative

Imagine 2050 Comprehensive Planning

City Responses to Metropolitan Council

*Jason Ziemer, Community Development Director
September 23, 2024*



DEPARTMENT NAME

www.ighmn.gov

Image 2050 Comprehensive Planning

Image 2050 Planning Process

- Policy System Statements (Regional)
 - Policy Areas: Land Use, Housing, Parks & Trails, Water & Transportation
 - Purpose: Snapshot of current & projected critical issues facing region
 - Goal: Tool allowing local governments to plan for growth, change
- System Statements Review
 - Drafts complete; public comment period until October 7
 - Final documents release expected September 2025

Image 2050 Comprehensive Planning

Image 2050 Planning Process

- Current & Future Steps
 - City's reaction to system statements (tonight)
 - Receive final system statements; review & develop direction
 - Determine process for updating Comprehensive Plan



Image 2050 Comprehensive Planning

Community Forecasts

- Inver Grove Heights still growing but at slower projected rate
- 2020 US Census: 35,801 (population) & 14,723 (households)

Thrive 2040	Population	Households	Employment
2020	33,730	15,400	11,400
2030	42,000	17,600	12,400
2040	46,700	19,800	14,000

Imagine 2050	Population	Households	Employment
2020	35,791	14,338	9,602
2030	37,773	15,574	12,388
2040	38,743	16,312	13,701
2050	42,513	18,010	15,670

Image 2050 Comprehensive Planning

Community Forecasts

- Absorption of affordable housing (units)
- Dakota County CDA housing study underway

	Thrive 2040	Imagine 2050
≤ 30% AMI	274	256
31% to 50% AMI	157	210
51% to 80% AMI	160	62
Total Units	591	528

Image 2050 Comprehensive Planning

Draft Image 2050 Summary

- Continued growth of Region & IGH but at slower pace
- Enough land supply & sewer capacity to meet projected growth
 - No expansion of MUSA necessary
- Current developed density is greater than planned density; projected to continue
- Housing demands continue to evolve; continued need for more attainable housing
 - Renewed emphasis on NOAH preservation; not just new construction
 - Across all ages, notably younger & older generations
- Reduce costs; remove barriers to enhance community choice
 - Leverage existing assets & available capacity (utilities & transportation)
- Balanced development approach to enhance community resiliency
 - Control costs, preserve land, protect natural resources, reduce climate impacts
- Shared regional responsibility

Image 2050 Comprehensive Planning

Draft Image 2050 Proposals & Response

- Increase average minimum net density from 3.0 u/na to 4.0 u/na
 - Proposed density is only intended for areas identified for (re)development
 - Response
 - Region & cities are unique; one-size-fits-all policy approach does not work
 - Market, housing demand & developer interest not equitable across region
 - Physical landscape does not always allow for more dense development
- Expectation of compact development design
 - Response
 - Physical landscape does not always allow for more dense development
 - Threatens developer creativity; conflicts localized housing demand
- All “new connections” must meet minimum density requirements
 - Response
 - Clarification relationship of individual developments in planned areas meeting minimum density

Image 2050 Comprehensive Planning

Draft Image 2050 Proposals & Response

- Meeting future affordable housing need
 - Response
 - Clarify if cities need land use designation starting at 10 u/na
- Requiring cities to use certain financial incentives
 - Response
 - Typical cities identify as tools; remove perceived obligations to use
- Decade-by-decade housing density progress reporting
 - Response
 - Cities currently report development progress via plat monitoring
 - Remove policy statement until can clarify policy, process, implementation & implications
- Regional water supply planning
 - Response
 - City already follows permitting requirements & rules for water supply, consumption via MnDNR

Image 2050 Comprehensive Planning

Recommendation(s)

- Direct Mayor & City Administrator to sign letter; send to Metropolitan Council

**CITY ADMINISTRATION**

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

www.ighmn.gov



Request for Council Action

SUBJECT: **CLOSED SESSION: Attorney-Client Privilege**

MEETING DATE: September 23, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to make a motion pursuant to Minn. Stat. Sec. 13D.05, subd. 3(b) to move into closed session pursuant to the attorney-client privilege regarding a contract dispute between the City and Weber, Inc.

BACKGROUND

FISCAL IMPACT

RECOMMENDATION

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Consider Approval of Settlement Agreement with Weber, Inc.**

MEETING DATE: September 23, 2024

ITEM TYPE: Regular Business

CONTACT: Bridget Nason, City Attorney

ACTION REQUESTED

The Council is asked to consider approval of the attached Settlement and Release between the City and Weber, Inc..

BACKGROUND

A contract dispute exists between the City and Weber, Inc. involving the contract for construction of Heritage Village Park Phase 4 Improvements. A proposed settlement agreement will be provided to the Council under separate cover prior to the meeting. Pending the outcome of the first closed session on Monday's agenda, the Council will be asked to consider approval of this settlement agreement.

FISCAL IMPACT

RECOMMENDATION

Staff recommends approval of the settlement agreement as presented.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **CLOSED SESSION: City Administrator Performance Evaluation**

MEETING DATE: September 23, 2024
ITEM TYPE: Regular Business
CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council is asked to go into a closed session, pursuant to Minnesota Statute Chapter 13D.05, subd. 3, to conduct a performance evaluation of the City Administrator.

BACKGROUND

The City Administrator's contract provides that the Council shall perform an annual performance evaluation of the City Administrator. A review form has been provided to Councilmembers for completion prior to the meeting, if possible.

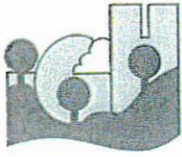
FISCAL IMPACT

RECOMMENDATION

Move into closed session pursuant to Minn. Stat. Sec. 13D.06, subd. 3 to conduct a performance evaluation of the City Administrator.

ATTACHMENTS

None



Welcome to this meeting of the Inver Grove Heights City Council!

Would you like a City staff member to follow-up with you regarding an issue on tonight's agenda or some other concern?

Please complete the form below and hand it to the City Clerk prior to departing the Council Chambers.
(Please print legibly!)

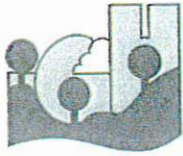
Name: Travis Killion **Meeting Date:** 9/23/2024

Address: 4660 Bacon

Email: pkillion1975@icloud.com **Phone:** 651-775-1650

Agenda item or concern to be addressed or followed-up on:

Post Election Review Audit



Welcome to this meeting of the Inver Grove Heights City Council!

Would you like a City staff member to follow-up with you regarding an issue on tonight's agenda or some other concern?

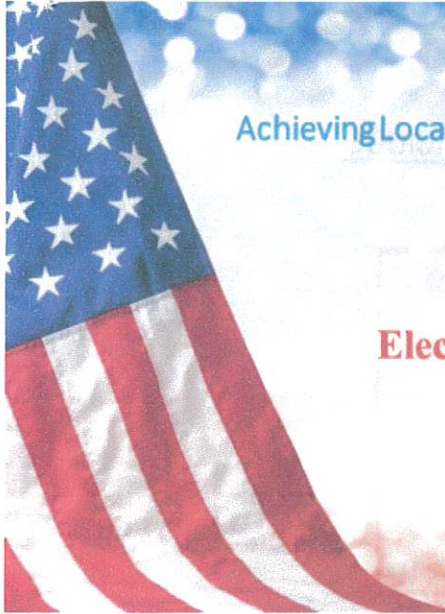
Please complete the form below and hand it to the City Clerk prior to departing the Council Chambers.
(Please print legibly!)

Name: Tracy Hays Meeting Date: 9/23
Address: 102 2nd Ave S SSTP
Email: Tracy.hays@gmail.com Phone: 6512602099

Agenda item or concern to be addressed or followed-up on:

I would offer my skills as an experienced
head election judge to support FULLY
the request for implementation of a
Post Election Review.

The integrity of our election is really
all we have to believe we have a
representative government



Achieving Locally-Controlled Elections in Anoka County

Presented by

Anoka County Election Integrity Team (ACEIT)

To
City of Lexington
July 18, 2024



EXCLUSIVE: 'We are election verifiers': Anoka citizen group makes progress on local election reform

Their group of four has grown to more than 20. From professionals in the medical field to engineers, accountants and IT, their diverse skills have allowed them to dig in.

By Liz Collin - July 9, 2024



Two Anoka County cities have taken action to verify votes down the ballot by hand counting at the Post-Election Review, others are evaluating the same



Derek Lind

"It's a grass roots movement"



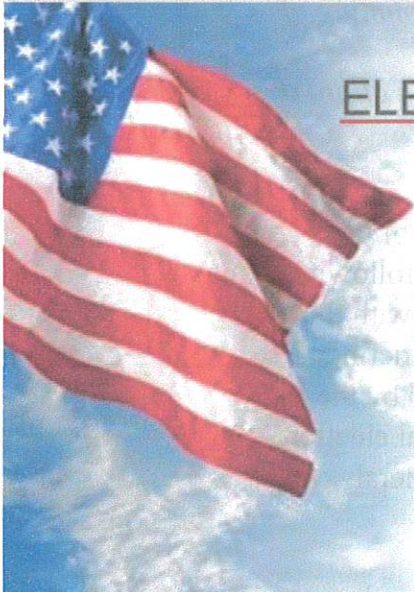
Brenda Miller

"People are beginning to listen"



Robert Kirchner

"We are election verifiers"



ELECTION INTEGRITY GOALS

1. Small Voting Precincts
2. Secured Election Judge Data
3. Verified Registered Voters
4. Validated Paper Ballots
5. Paper Poll Books
6. Hand-Counted Paper Ballots

WHY HAND COUNT?

Post-Election Review (PER) hand count does not include:

- Presidential Primary
- State Primary
- General Election
 - MN offices
 - County offices
 - Municipal offices
 - School board offices
 - Questions on the ballot

NO AUDITS FOR
DECADES

BALLOT EVIDENCE
DESTROYED AFTER
22 MONTHS

7

WHY CONDUCT A POST-ELECTION REVIEW (PER)?

Mission: To protect the votes of your citizens by checking the accuracy of the machine counts in order to enhance security and transparency and to build voter confidence.

What your peers are saying:

Weston Rolf, Mayor City of Oak Grove: "Nobody can confirm that the voting machine counted the ballots correctly in Election Day. It is important to me as your mayor that your vote counted."

Deb Musgrove, Ramsey City Council: "we value double checking everything in our society so why wouldn't we double check the counting of our votes."

Another Mayor said: "We spend millions on our budget so we can afford a few thousand dollars to hand count to verify our votes."

What is PER?

The post-election review (PER) is a manual recount (or "audit") of the paper ballots of randomly-selected precincts for specific offices following each state general election. It compares the hand count of votes with the results from the machines in order to determine accuracy within defined standards. The precincts and offices to be counted is determined by the County Canvassing Board which meets 3-8 days after the general election. The hand count takes place between 11 and 18 days after the general election (206.89).

Municipalities can request to add precincts & offices

- a. Determine number of precincts and offices to hand count (see below)
- b. Calculate time and cost(see calculator below) based upon:
 - i. number of precincts and offices to be hand counted
 - ii. estimated or known number of ballots in each precinct
 - iii. hourly rate of pay to election judges if not waived
- c. Adopt resolution to request inclusion in PER (see templates below)
- d. Send resolution to county auditor or elections manager
- e. Provide election judges to hand count
- f. Cooperate with county during hand count
- g. Pay election judges

County can facilitate requests by expanding sample

- a. This request will be considered by County Canvassing Board. This board consists of five members: two county commissioners, the County Auditor, the County District Administrator, and Mayor of the largest city in the County). There is some flexibility in that each member can appoint a designee to appear for them and/or the County Auditor can appoint an eligible voter in the County to fill any vacancy. (MS 204C.31).
- b. The Canvassing Board must meet 3 to 8 days after the November 5, 2024 election, so between November 8-13. They make the decision about how many precincts are randomly drawn and how many offices are included (MS 204C.33 as amended in 2024).
- c. The Post-Election Review (PER) is held 11 to 18 days after the November 5, 2024 elections, so between November 16-23 (MS 206.89).
- d. Each municipality involved in the hand count provides election judges to conduct the count and pays them (MS 206.89, Subd. 9).
- e. The County elections department trains and supervises the hand count.
- f. The method of hand counting is the Piling System (MS 204C.21) and re-count protocols (204C.361).
- g. There are provisions in Statutes to deal with any deviants between the machine count on election day and the hand count under the PER (MS 206.89, Subd. 5).

Statutory Authority

- a. PER authorized & required: [Sec. 206.89 MN Statutes](#)
 - i. Option to expand precincts (MS 206.89, Subd. 2)
 - ii. Option to expand offices (MS 206.89, Subd. 3)
- b. Hand Count Method is Piling System: [Sec. 204C.21 MN Statutes](#)
- c. County Canvassing Board: [Sec. 204C.31 MN Statutes](#)
- d. PER Guide: [2022 Post-Election Review Guide \(state.mn.us\)](#)
- e. Sample hand count time & cost calculation (see below)

A FEASIBLE STRATEGY

- Use tabulators as mandated by State law
- Conduct Expanded Post-Election Review (PER)
- Hand count votes only for competitive offices
- The time & cost can be calculated

(Upon request, ACEIT will provide this Excel spreadsheet on USB)

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**SEE LEXINGTON 2024 HAND COUNT CALCULATOR PER PRECINCT
BELOW**

	A	B	C	D	E
1	CITY OF LEXINGTON PER HAND COUNT CALCULATION				
2	1. Determine Number of Offices or Counts				
3	Office	MIN	MAX	On Ballot	Contested or Not
4	US President	1	1	1	Always contested
5	US Senator	1	1	1	Always contested
6	US Representative	1	1	1	Always contested
7	MN Senator	0	0	0	None in 2024
8	MN Representative	1	1	1	Usually contested
9	County Board	0	0	1	Not up until 2026
10	Mayor	1	1	1	May not be contested
11	council (2)	4	4	4	May not be contested
12	School Board	0	6	6	May not be contested
13	Soil & Water Conservation	0	1	1	Usually not contested
14	Judicial (Supreme, Appeals, District)	0	0	24	Usually not contested
15	Other: Questions	0	0	2	Always contested
16	Total Number of Counts Per Ballot	9	16	41	
17	City Council and School Board seats which are elected at large when contested require				
18	a count or ballot sort for each candidate. For example, if the voter selects 2 of 4				
19	council members, then each ballot is sorted 4 times. Likewise, if a voter selects 3 of 6				
20	or 4 of 8 school board members, then the ballot must be sorted/counted 6 or 8 times.				
21					
22	2. Determine Time and Cost			Sources	
23	Number of offices or Counts	9	16	Total from estimator above	
24	Number of ballots in precinct	1494	1494	Use actual 2020 ballot count	
25	Total votes/sorts (offices x Ballots)	13446	23904	Calculated	
26	Time to process each vote (seconds)	6	6	Known from time studies	
27	Total Seconds (votes x 6 seconds)	80676	143424	Calculated	
28	Total Hours (total seconds/3600)	22.41	39.84	Calculated	
29	2-person judge team (hours x 2)	44.82	79.68	Calculated	
30	Election Judges hourly rate of pay	\$12.00	\$12.00	Estimated	
31	Total Cost (judge team hours x rate)	\$538	\$956		
32	*Source: Hands-On Elections, Nancy Tobl, 2010, pp 92-93. This time includes judge training				
33	organizing work, sorting, stacking, counting and tallying of votes on all ballots.				
34					
35	Directions for use:				
36	The calculator above is set up to change based upon your inputs.				
37	1. In Column B Rows 4-15 enter the offices to hand count.				
38	2. In Column B, Row 23 enter the number of ballots in each precinct estimated or known.				
39	3. In Column B, Row 29 enter the election judges hourly rate of pay.				
40	This set of data will produce a cost estimate.				

Disclaimer: this estimate reflects an approximate cost for hand counting by election judges and does not include other potential administrative costs.

(Upon request, ACEIT will provide this Excel spreadsheet on USB)



City Council votes 5-0 to hand count all four precincts and all competitive offices in November Election under Post-Election Review (PER)

April 29, 2024



There has been a lot of discussion about election integrity over the years and I think it is time to make sure things are being done correctly.

I requested to have this resolution added to the council agenda this past Monday as a discussion item and the resolution passed 5-0!

This signed resolution will be sent to Anoka County requesting they conduct a post-election review on our four precincts this November. It is important to me as your mayor that your vote counts.

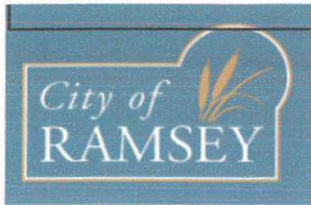
I would like to thank the council for supporting this resolution.



RESOLUTION 24-055

CITY OF OAK GROVE
COUNTY OF ANOKA
STATE OF MINNESOTA

REQUESTING 2024 GENERAL ELECTION POST-ELECTION REVIEW



**City of Ramsey
Agenda
Regular City Council
Tuesday, June 11, 2024**

**City of Ramsey seeks to hand count votes
during the 2024 Post-Election Review**



Ramsey City Council voted 7-0 to hand count 2/3 of their 9 precincts under Post-Election Review (PER) for the 2024 General Election. This will include all offices with more than one candidate, with the exception of judicial offices.

CITY OF OAK GROVE RESOLUTION

RESOLUTION 24-055

REQUESTING 2024 GENERAL ELECTION POST-ELECTION REVIEW

WHEREAS, the City council of the City of Oak Grove desires to have a Post-Election Review (PER) conducted on the results of all four of its precincts for the 2024 general election pursuant to Minnesota Statute 206.89; and

WHEREAS, PER are conducted at precincts that must be chosen by lot by the Anoka County Canvassing Board, but there is not a limit on the number of lot selections that may be performed and there is not a restriction on establishing the lot from which the selection is made; and

WHEREAS, a PER is required to include counting the votes for President or Governor, United States Senator, and United State Representative; and the county-appointed post-election review official may conduct a PER of votes cast for additional offices; and

WHEREAS, the City Council desires to have a PER performed for all four of its precincts and to include all offices for which there is more than one candidate;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. In the event an Oak Grove election precinct is selected for a Post-Election Review (PER) of the 2024 general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the other three precincts in Oak Grove and select three additional precincts.
2. In the event an Oak Grove election precinct is not selected for a PER of the general election, the City Council request that the Anoka County Canvassing Board perform a second lot selection that includes only the four precincts in Oak Grove and select four precincts.
3. The City Council request that any PER of an Oak Grove precinct include all elections in which there are more than one candidate.

Adopted by the City Council this 29th day of April 2024.

Mayor

ATTEST:

City Clerk (Seal)

CITY OF RAMSEY RESOLUTION

RESOLUTION #24-142

RESOLUTION REQUESTING GENERAL ELECTION POST-ELECTION REVIEW

WHEREAS, the City council of the City of Ramsey desires to have a Post-Election Review (PER) conducted on the results of two-thirds of its precincts for general elections pursuant to Minnesota Statute 206.89; and

WHEREAS, PER are conducted for precincts that must be chosen by lot by the Anoka County Canvassing Board, but there is not a limit on the number of lot selections that may be performed and there is not a restriction on establishing the lot from which the selection is made; and

WHEREAS, a PER is required to include counting the votes for President or Governor, United States Senator, and United State Representative; and the county-appointed post-election review official may conduct a PER of votes cast for additional offices; and

WHEREAS, the City Council desires to have a PER performed for two-thirds of its precincts and to include all offices for which there is more than one candidate but exclude all judicial offices.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. In the event a Ramsey election precinct is selected for a Post-Election Review (PER) of the general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the other precincts in Ramsey and select additional precincts to reach the threshold of two-thirds.
2. In the event a Ramsey election precinct is not selected for a PER of the general election, the City Council request that the Anoka County Canvassing Board perform a second lot selection that includes only Ramsey precincts and selects two-thirds of the precincts.
3. The City Council request that any PER of a Ramsey precinct include a review of the results of all state, county, and city offices, except judicial races, that include more than one candidate.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11 day of June, 2024.

Mayor

ATTEST:

City Clerk.

LEXINGTON SAMPLE RESOLUTION

RESOLUTION # _____

RESOLUTION REQUESTING GENERAL ELECTION POST-ELECTION REVIEW

WHEREAS, the City council of the City of Lexington desires to have a Post-Election Review (PER) conducted on its precinct for general elections pursuant to Minnesota Statute 206.89; and

WHEREAS, PER are conducted for precincts that must be chosen by lot by the Anoka County Canvassing Board, but there is not a limit on the number of lot selections that may be performed and there is not a restriction on establishing the lot from which the selection is made; and

WHEREAS, a PER is required to include counting the votes for President or Governor, United States Senator, and United State Representative; and the county-appointed post-election review official may conduct a PER of votes cast for additional offices; and

WHEREAS, the City Council desires to have a PER performed for its precinct and to include all offices for which there is more than one candidate but exclude all judicial offices.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEXINGTON, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

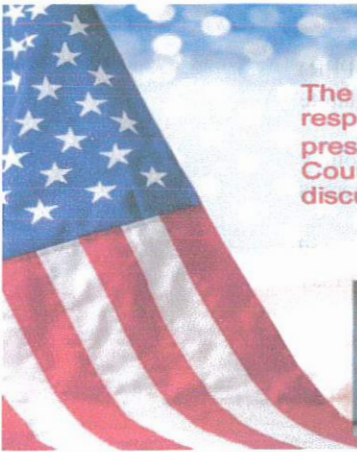
1. In the event that the precinct in Lexington is not selected for a PER of the general election, the City Council request that the Anoka County Canvassing Board include the Lexington precinct in the 2024 PER.
3. The City Council request that the PER of the Lexington precinct include a review of the results of all state, county, and city offices, except judicial races, that include more than one candidate.

Adopted by the City Council this ____ day of _____ 2024.

Mayor

ATTEST:

City Clerk (Seal)



The Anoka County Election Integrity Team respectfully requests the opportunity to make a full presentation of all six goals to the Lexington City Council with time for question and answer discussion.

Thank you.



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