

Inver Grove Heights City Council

Monday, August 23, 2021, at 6:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, August 23, 2021, will be provided to the Council at or before the August 23, 2021, meeting.

1. Call to Order

2. Roll Call

3. Presentations

4. Consent Agenda

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

- A.** i. Minutes from the July 12, 2021, City Council Meeting.
ii. Minutes from the July 26, 2021, City Council Meeting.
- B.** Resolution Approving Disbursements for Period Ending August 17, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider Approval of Renewal of LMCIT Insurance for the City of Inver Grove Heights.
- E.** Consider Resolution Approving construction phase services from Kimley-Horn & Associates for City Project No. 2015-08 - Realignment and Reconstruction of Argenta Trail, City Project No. 2016-04 - Argenta Trail (Amana Trail to 70th Street), and City Project No. 2016-05 - Argenta Trail (70th Street to 65th Street)
- F.** Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 8, Engineer's Report of Acceptance and Resolution Accepting Work for City Project Nos. 2015-03 - 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 - NWA Trunk Watermain Improvements/65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane
- G.** Consider Approval of Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 1805 60th St
- H.** Consider Approval of Resolution Approving Sanitary Sewer Easement Agreement for South Grove Townhomes Development (MI Homes)
- I.** Consider Resolution Authorizing 2021 Budget Adjustment for Fiber Projects
- J.** Approve Resolution and Easement Agreement relating to a Variance for Prestige Pools to allow a pool within the side yard for the property at 8 High Road

- K.** Approve Resolution relating to a Final Plat, Development Contract and related agreements for Pine Bend Estates 2nd Addition, a 20 unit townhome plat located on Cahill Avenue, west of Inver Grove Trail.
- L.** Consider Approval of Donation of a Boat Slip on the Mississippi River, for one year from River Heights Marina, Inc
- M.** Consider Approval of Resolution Authorizing Purchase of Easements Over a Portion of the Real Property Located at 6680 Robert Trail South
- N.** Resolution Approving City Estoppel and 2nd Amendment to Supplemental Regulatory Agreement

5. Public Hearing

6. Regular

Community Development.

- A. AARON STADT** - Consider the following requests for property located at 9240 Inver Grove Trail:
 - 1. A Resolution relating to a Variance to allow two detached accessory structures whereas one is the maximum allowed.
 - 2. A Resolution relating to a Variance to allow an 1,800 gross square foot detached accessory structure where as 1,600 square feet is maximum allowed.
- B. TRAVIS CALLSTROM** - Consider the following requests for the property located at 8308 Alverno Avenue (tabled from August 9);
 - 1. An Ordinance rezoning the property from A, Agricultural to Agricultural Planned Unit Development.
 - 2. A Resolution relating to a Preliminary Plat for a two lot and one outlot plat to be known as Carriage Heights.
- C. AT HOME APARTMENTS** - Consider the following Resolutions for the property located at the northwest quadrant of Hwy 3 and 70th Street (tabled from July 26):
 - 1. An Ordinance rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural to R-3B/PUD, Multiple Family Residential PUD and R-3C/PUD, Multiple Family Residential PUD.
 - 2. A Resolution relating to a Preliminary Plat for a three lot, four outlot plat and a Preliminary PUD Development Plan for a 266 unit residential development and future 300 unit apartment building and 16,000 square feet of future retail to be known as At Home Apartments.

Engineering

D. Policy for Parking Restrictions in Cul-de-sacs

E. Consider Approval of a Resolution Appointing Members and a Chairperson to the Pavement Management Task Force

7. Public Comment

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

8. Mayor and Council Comments

9. Executive Session

10. Adjourn

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 12, 2021 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, July 12, 2021, in person. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, and Gliva; City Clerk Kiernan, Interim City Administrator/Community Development Director Rand, City Attorney McCauley Nason, Interim Public Works Director Eckles, Police Chief Chiodo, Interim Parks and Recreation Director Bierscheid, and City Planner Hunting.

Also Present: Greg Fransen, Barr Engineering.

3. PRESENTATIONS:

Land Locked Basin Presentation

Mayor Bartholomew stated there is a letter by a citizen that needs to be added into the record. City Clerk Rebecca Kiernan said the letter is from Carrie Shatek, 3905 89th Street East.

Motion by Piekarski Krech, second by Gliva, to accept the letter into the record.

Ayes: 5

Nays: 0 Motion carried.

Interim Public Works Director Klay Eckles stated there are over 100 basins in the city that are land locked (there is no easy way for the water to get out of the basins). Inver Grove Heights may have many more than most cities. Every property across the landscape is at risk for flooding. The city plans land use, allows building of structures, and builds infrastructure in order to protect properties against extreme events, but not the biggest event. There has been reference to a 100-year storm event, it is a measure of a size of event they can expect to happen once in 100 years. He stated with flood risks, they are managing and minimizing the risk, balancing capital expenditures, land use, and reasonable use of land. With a 1% chance of flooding, they may expect to see flooding on the property at least once in their lifetime. In a more susceptible area, it may happen more often. It's a certainty that at some point many properties in the city are going to experience flooding. They could have a storm much bigger than a 100-year storm. The probable maximum storm, a storm size they may use to design something like the Hoover Dam, would be a 24-inch storm. When setting up a policy for managing a flood, this does not address every potential flooding event, there is always the risk of a larger or unusual event. The City Council suggested looking into this issue in more detail because land locked basins are a unique water basin with unique challenges. He stated this policy isn't the end all, it's a start. With over 100 basins in the city, it could take years to go through an analysis of solutions or improvements to those basins. This is an important step.

Greg Fransen, Barr Engineering, stated Barr has been working on this since last summer. They have been looking at specific basin problems and overall basin management for the city. The definition of a land locked basin in Inver Grove Heights is "a watershed with no surface water overflow, no water can leave that basin during a 100-year/10-day snow melt event". That equates to 7.2 inches of melt.

He gave the following presentation:

Landlocked Basin Terminology:

- Normal water level of a basin, where the water is typically seen.

- Natural overflow is the point where the water can actually leave the basin. It is higher than the lowest elevation of the house.
- The lowest floor elevation of the house is what they try to manage to.
- The high-water level is where the water can go during a 100-year storm/snowmelt.
- The difference between the high-water level and the lowest floor elevation is called Freeboard.
 - The city has set specific requirements for Freeboard depending on where that natural overflow is compared to the high-water level.
 - Make sure if someone has their home six feet above the high-water level, what if the water gets 20 feet above the high-water level, if water can't escape, then there's a problem.
 - This is for new construction.
 - There are older homes in Inver Grove Heights. Some of those may have been constructed prior to this policy coming into effect. They may be closer to the high-water level than the minimum Freeboard would currently be for a newly constructed house.

Landlocked Basin Hydrology:

- Water can enter via precipitation, runoff, and groundwater.
- Water can only leave via evaporation or seeping down to the groundwater.
- During years with average precipitation, the water level is maintained at a stable elevation.
- When precipitation is above average, water level rises.
- When precipitation is below average, water level falls.

Recent Precipitation Trends:

- A 6-year period from 2014 to 2019 had above average rainfall every year.
 - Basin levels continued to climb every year it got higher.

Precipitation Effects on Landlocked Basins:

- Above normal for six consecutive years 2014-2019.
- By spring of 2020, some landlocked basins were higher than their 100-year high water levels (HWL).
- Nearby metro areas experienced similar rises.
- Several projects were undertaken in 2020 by east metro watershed districts:
 - Shoreview - construction of an embankment, new outlet pipe, and overflow outlet for Grass Lake
 - Grant - property buyouts at Sunnybrook Lake
 - Lake Elmo - temporary pumping of several ponds
- Since August 2020 precipitation has been below normal.
- Basin water levels have dropped.
- Water levels have dropped faster in some basins than in others.
- The city has been keeping track of a number of basins where the water was high.
 - IGT-B-3 Basin: Pumping project was done in summer 2020.
 - This basin reached more than two feet above the 100-year high water level.
 - Water levels were lowered by 3 feet, which is the lowest level the DNR allows.
 - Since August 2020, the water level has continued to drop, dropping another 2 feet.
 - RV-M-7 Basin: Large basin along Rich Valley Boulevard.
 - No pumping was done here.
 - ½ foot of water has come down from 2020 through last week. They are still well above the 100-year water level.

Landlocked Basin Fed by Shallow Aquifer:

- Cross section, generic shallow aquifer groundwater.

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

- Unsaturated soil located at the top is called topsoil. With this, precipitation falls, soil gets wet, start digging, go through mud. Let that go a few weeks and the soil will dry out, plants would take it up, some will keep seeping down lower.
- Water reaches saturated soil beyond the depth plants can reach it and there is nothing there to bring it back up. It keeps seeping down to bedrock aquifers, the ones they pump from for drinking water.
- The interface where these two meets is called the Water Table. If that intersects a low point in the ground it will result in a pond.
- Pond level is controlled by the saturated ground and Water Table. Cannot pump below the Water Table.

Shallow Aquifer & Bedrock Aquifer:

- Shallow aquifer is on top.
- In between is a layer of rock. Water cannot seep through it very fast.
- Down below is a confined aquifer. Bedrock that carries water. Use for city water.
- As the Water Table goes up, and a long period of wet weather, there is only a very slow rate that water can seep through from the unconfined surface water aquifer to the confined aquifer.

Recent Shallow Groundwater Elevations:

- Example of a shallow aquifer well: Located at Pine Bend Cemetery.
 - Have measurements going back to 1972.
 - Water level has gone from 750 to 765 (15 feet of change).
 - It has been at this level a few times.
 - As the years go on, they are near record high. It is still there even though it's been a dry period for a year. It will take longer for the shallow groundwater to come back down.

Shallow Groundwater Aquifers:

- Elevation can rise quickly during wet periods. Will drop slowly during dry periods.
- Pumping of a basin fed by groundwater is not practical because the basin is continuously refilled.

He stated that is what they are seeing at one basin with several other neighboring basins at about the same elevation doing the same thing.

Mayor Bartholomew asked if he was referring to the RV-M-7 Basin. Mr. Fransen responded yes.

Mr. Fransen discussed Policy Recommendations Barr and City Staff worked on. Three main areas were determined:

1. Establish procedures for responding to residents when they have concerns about high water.
2. Establish long term planning procedures.
3. Make minor Municipal Code revisions.

Response Procedures:

1. Protect public utilities and public roadways.
2. Respond to residents with high water concerns.
 - a. Evaluate high water elevations.
 - b. Evaluate proximity to habitable structures and other infrastructure.
 - c. Explore response plans and funding options that may address high water concerns.
Done on a case-by-case basis.

Long-term Planning:

1. Create maps that show the 100-year HWL of landlocked basins. Make these available to the public.
2. Develop a risk/vulnerability classification system to guide the evaluation and construction of basin outlets.

3. Prepare emergency response plans for basins with the highest flood risk/vulnerability.
4. Pursue capital improvement projects for basins with the highest flood risk/vulnerability as feasibility and resources allow.

Code Revisions:

- Review of city policies and municipal Codes applying to landlocked basins show they aligned well with neighboring municipalities. The city has done a good job of righting those.
 - Some definitions could be clarified.
 - Additional detail could be provided regarding easements for natural basin overflows.

Cost Implications of Policy Decisions:

- Inver Grove Heights has well over 100 landlocked basins. Some may never hold water.
- Residents may need to accept some of the risks associated with living next to landlocked basins.
- The city needs to decide who will pay for improving or protecting private property.
 - Benefitted residents (living right next to the basin).
 - Contributing area residents (people who don't live on the basin, but water from their land flows to the basin).
 - All city residents (add on to stormwater utility).
 - Cost-share combination of the above (problem with the property, should the landowner pay for it, should the city help out).
- The city will need to decide on a mechanism to fund projects.
- Controlling or lowering water elevation in a landlocked basin may not be feasible, or if feasible, may be very expensive.
 - The city may need to make decisions about whether a feasible alternative is practicable, i.e., whether the benefit justifies the cost.

Next Steps:

- Discussion/feedback from the City Council.
- Add cost recovery element to policy if Council gives direction.
- August public meeting to gather resident feedback. (Has not been scheduled as of yet).
- Final report. Bring in recommendations and input.

Interim Public Works Director Eckles stated one of the goals of a policy like this is not just to define how the city is going to act/not act, but helps future Councils make decisions on expenditures. This also helps residents understand risk. The policy helps residents look into how susceptible this is, or whether or not to get flood insurance. This policy can help set expectations. He said the Council has been subjected to viewpoints citizens have about how much protection the city should provide residents, or how much the city should be expending to address these issues. He does not believe the current policy defines those aspects. The policy could be improved if adding commentary about case scenarios and to what level the city would participate, so there is understanding in a readable policy. He said this was something the city doesn't have and would like general direction if this were something the Council would like to work towards.

Councilmember Murphy referred to landlocked basins in the northwest area, stating after years of rain they are still there but have no water in them. He asked if those have to get worse for them to start filling up. Mr. Fransen responded some of those areas have sandier soils. Some spots in the northwest area are not developed yet. They are managing development in that area to try to keep water out of those basins as much as possible. They are trying to maintain a 5-year storm within the development and treat it there before it leaves. He said those restrictions are tough to meet. The city has been very stringent on that, which may help things out. He said a study was done with the Rich Valley Watershed

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

Drainage Basin where they discovered out of 40 basins, only about 12 were holding water consistently every year.

Councilmember Piekarski Krech asked if it was because the soils underneath were not permeating. She asked if it is known why the basins that are holding water, are holding water. Mr. Fransen responded a study would be needed; they would need to put in borings to determine the soils or look at the surrounding area. She asked if the city was doing enough to protect the water resource. She said the city gets their water from wells, there have been issues with people watering their grass extensively. She asked if they were doing enough to regenerate city water. Mr. Fransen responded the City of Inver Grove Heights is doing a lot. He referenced the northwest area where the city is trying to get infiltration, it is treating the water there where it can recharge, not just making a pipe go to the Mississippi River to get rid of it. He said it would enter the shallow aquifer, percolate through rock layers, then down to bedrock aquifers where wells are.

Mayor Bartholomew stated the city has been looking at basins. He appreciates the idea of a policy about how to treat each basin, the parameters, and identifying each pond. He said this discussion was about two distinctly different ponds, there are likely more. He stated it would be difficult for the Council to determine how they would approach this issue tonight. He said Council direction should be to identify how to classify ponds, education, where the responsibility lies, and what the role/Governance of the city is to make sure the water doesn't cause a hazard/damage to the infrastructure or private residents. Steps have been made, they have pumped when necessary, and have a feasibility study with five options. These were steps for a quick response, a long reaching plan is needed. He suggests getting started on this quickly. They need to determine which basins are causing problems, how to respond, resolve, and pay for them. Interim Public Works Director Eckles responded there is a small regional area they are looking at doing a pilot study to look at all the issues and how interactions are between water bodies. It won't be done when this report is completed. When the report is done, they would have a number of additional items to work on. If the goal is to understand the entire city pond network and have a plan of action, that would take time. They would want to start in areas known to be most susceptible first, and then work towards less susceptible areas. He said this is the first step in a multi-step process that could take quite some time.

Mayor Bartholomew would like to have some type of emergency program offering relief. He said pumps could be put in place for short term relief to lower the water level so there is no damage to property. He suggested that be the emphasis at the beginning with a long-term strategy of maintaining and managing basins. Councilmember Piekarski Krech commented it sounds like a good idea but has extreme financial. A plan is needed because they could expend a lot of money on a couple of ponds now. Down the road if the protocol is changed, they would have spent no money on the same situation and have a lot of disagreement in the city. Mayor Bartholomew responded he was not suggesting a cookie cutter approach, they need to be flexible and willing to assist when possible.

Interim Public Works Director Eckles stated there has not been a lot of time spent on the issue of cost sharing/recovery methods. He can see putting "guardrails" up to understand. If it's a small project and built below the normal water level, the city wouldn't spend money on it. If it's 100 homes with an easy solution and feels like the city has culpability, they would spend the money. There will be numerous things in between which they would have to look at participation with property owners, emergency funding, or a longer-term project to determine doing in the future. Parameters would help have a more consistent approach. An emergency is an emergency, they have to determine a way to respond. If it's one home, the financial may be there. If it's 100 homes, a policy would help. He doesn't believe

this to be a major add-on to the study, it would be further developed as they learn more and go forward. Mayor Bartholomew agreed. He said they need to be responsible and mindful of liability.

Mr. Fransen stated the recent six-year wet period gave a lot of information about where problems arise when there is a wet period. They have a lot of aerial photography and resident comments. There is a lot of information to go with.

Mayor Bartholomew said there would be meetings in August for anyone that wants to participate and give feedback. He asked when they would have further discussion. Interim Public Works Director Eckles responded shortly after the meeting they would take resident feedback and determine if there are holes in the policy. They would make changes, come back to Council to review, and go over any changes, then look for Council to adopt the policy.

Councilmember Murphy asked if there was an emergency that needed to be addressed now. He envisions the city having a policy that applies to all basins, not each individual one, which to him, would be more expensive. He asked if there was a specific ask this evening. Interim Public Works Director Eckles responded Staff felt what was developed lacked discussion on the financial aspect. For example, if responding to the issue, where the money would come from. He felt it was something Staff should discuss with Council. He said a part of this is setting expectations for the public. Discussing this in a policy informs the public that the city is not the insurance policy of their backyard. The city isn't the grand protector but is a partner in helping solve the problem. He felt this could be improved with discussion on the cost side of things.

Interim Public Works Director Eckles stated Staff is looking for Council's thoughts about whether this was something Staff should spend more time on or not.

Councilmember Gliva asked if it made sense to use an allocation process similar to being assessed for a road project. Interim Public Works Director Eckles responded there is a possibility that structural improvements would be put in. There have been other cities where there has been a cost component that residents participate in with an assessment. It's usually by area or another calculation. If the city has public infrastructure that puts water into the basin, perhaps the city has a bigger portion of cost sharing.

Mayor Bartholomew asked if there would be some ideas, proposals on cost financing, and cost sharing by the next meeting in August. Interim Public Works Director Eckles responded for the August meeting they could discuss scenarios and possibilities for financing. Based on feedback and research on other communities, Staff can develop and incorporate that into the draft. He said there was enough information for similar policies, so they could present other scenarios to the public for the public meeting.

Interim City Administrator Heather Rand stated this was an excellent presentation. She said Interim Public Works Director Eckles would like to move forward and explore this with Staff and bring something back before the Council. They would also like to include residents. She requested Council give permission to Staff to allow them to continue to work on this. Permission was given by the Council.

4. CONSENT AGENDA:

A. Minutes from the June 14, 2021 City Council Meeting.

B. Resolution 2021-188 Approving Disbursements for Period Ending July 6, 2021.

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

C. Consider Approval of Personnel Actions.

D. Approve Custom Grading Agreement for 7880 Boyd Avenue.

E. Resolution 2021-189 for Approval of Master Joint Powers Agreement for Use of Criminal Justice Data Communications Network.

F. Resolution 2021-190 Relating to the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements for the plat of Builder Lot Group/Eagles Landing (Case No. 21-32S).

G. Resolution 2021-191 for Termination of Declaration of Local Emergency Due to COVID-19 Health Pandemic.

H. Resolution 2021-192 Memorializing the Findings of Fact and Reasons for Denial Adopted by the Council Relating to Application by Lennar Multifamily Communities LLC for a Comprehensive Plan (Map) Amendment.

I. Consider Approval of Contract for Services with Ellie Family Services.

Motion by Murphy, second by Gliva, to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing for Two-day Liquor License - Church of St Patrick Annual Festival, September 18 and 19, 2021.

City Clerk Rebecca Kiernan stated the Church of St. Patrick has this event and request every year. All background information has been completed. Staff's suggestion is to work with Police and Fire for the event taking place on September 18 and 19, 2021. If Council agrees with Staff's recommendation, Council should pass the Motion of the Application. This would allow Staff to submit the Application with the State.

Motion by Dietrich, second by Gliva, to close the Public Hearing at 6:52PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Gliva, second by Dietrich, to approve a Two-day Liquor License for the Church of St Patrick Annual Festival, September 18 and 19, 2021.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

Police:

A. Consider Approval of Budget Amendment to Hire Three Full-time Police Officers Changing the Authorized Strength of Sworn on the Police Department to 45 FTEs.

Police Chief Melissa Chiodo presented Police Staffing Needs to the Council. Afterwards she would like to go over questions she has received in the last couple of days.

2020-2024 Strategic Plan:

- Guiding Principles

- Safe environment through quality education, community partnerships, emergency response, and preparedness.
- Objective
 - Work towards lowest crime rates in Dakota County.

Current Staffing Civilian:

- Civilian
 - 5 full time office support employees
 - 5 part time employees
 - 4 of these are Police Cadets working less than 19 hours a week. Unbenefited
 - 1 Fleet Support works less than 19 hours a week. Unbenefited.

Current Staffing Sworn: Total Sworn Staff:

- Currently authorized 42 Sworn Officers (from Patrol Officer up to Chief of Police).
- Positions (not on Patrol on a daily basis, does go out on Patrol and fill in as needed).
 - 1 Police Chief
 - 1 Lieutenant
 - 3 Commanders
 - 4 Investigators (are Patrol Officers that rotate in, in investigations).
- Positions out on the street on Patrol:
 - 6 Sergeants
 - 1 K9 Officer
 - 1 Traffic/DWI Officer
 - 24 Patrol Officers
 - 1 School Resource Officer
- Positions on leave:
 - 1 Patrol Sergeant
 - 1 Patrol Officer
 - 1 Police Officer that will be going on leave in September, returning in November.
 - The other two leaves are indefinite. Have been out for over 12 weeks and do not know if/or when they are returning.

Staffing History:

- Sworn Officers
 - 36-39 Officers from 2008-2016
 - 40-42 Officers since 2016
- Civilian Office Support
 - Prior to 2016 always had 7 FTE
 - 2-3 part time positions a year prior to 2016
 - From 2016 to current, Staffing was changed, went down to 5 FTE, no part time.

Patrol Shifts Current Staffing:

12-hour shifts. This is how they get the most out of the Officer's they have. They Patrol in teams, Team A and Team B. Both have the same layout/staffing with exception to (*) as noted:

Team A:

- Days:
 - 1 Sergeant
 - 4 Patrol Officers
- Nights:
 - 1 Sergeant
 - 6 Patrol Officers
- Flex Shift:

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

- 1 Sergeant. Rotates between 6:00 p.m. to 6:00 a.m. and 6:00 a.m. to 6:00 p.m.
- 1 School Resource Officer (SRO). When not in school, fills in on day watch to make a 5th Officer on Patrol.

Team B has the same breakdown with exception to:

- *Nights:
 - 1 Sergeant
 - *4 Patrol Officers
- *Flex Shift:
 - 1 Sergeant. Splits the shifts. Works ½ days, ½ nights, covers when the other Sergeant is off.
 - *1 K9 Officer that makes up the 5th Officer on Team B nights.

Impacts on Staffing:

- Medical Leaves.
- FMLA for other reasons. For example, standard: Maternity Leave, Paternity Leave. Also have non-standard reasons.
- Injuries on duty.
- People leaving the Profession in high numbers (not unique to just Inver Grove Heights).
- Retirements (Will have several, the two most senior people will retire in 2022).
- Leaving for other opportunities.
- Hiring and training length of an Officer is over 8 months. It takes 2-3 months to hire Officers (same for new or lateral entries), posting for the job, recruit for the job, taking applications, interview process, background checks, psychological exams, medical exams, drug exams, and Human Resources. Human Resources addresses the City Council to get final approval for hiring. Once the Officer is hired, spends 5-6 months on a field training program with other Officers, switches working with Officers every month, learns the city, city policies, geography. If lateral from another city, sometimes they can cut a month or two off training.

Calls for Service. Dakota County Agencies:

Information shows calls for service from 2015 to what is projected to the end of 2021.

- Calls for service is going up in the city.
- In 2015 Inver Grove Heights was handling approximately 19,000 calls for service a year.
- This year the city is slated for over 30,000 calls.
- Inver Grove Heights is the third highest for call loads in Dakota County. Cities higher than Inver Grove Heights are Burnsville and Eagan. Both are larger cities.

Dakota County Agencies with the highest number of 911 calls:

- Eagan: Population 66,000
 - Calls for Service: 37,000
 - Has 76 Sworn Officers and 17 Civilian
 - Averages out to 487 calls per Sworn Officer
- Burnsville: Population: 61,000
 - Calls for Service: 34,000
 - Has 75 Sworn Officers and 19 Civilian
 - Averages out to 453 calls per Sworn Officer
- Inver Grove Heights: Population: 35,000
 - Calls for Service: 31,000
 - Has 42 Sworn Officers and 5 Civilian
 - Averages out to 738 calls per Sworn Officer

To note: This does not take into account approximately 3,000 to 9,000 additional calls a year that don't get routed through 911 service. Almost 2,000 people walk into the Station. There are others that don't

get logged into 911 because the city gets charged for every call. They avoid it if they don't have to go through 911.

Calls for Service in Inver Grove Heights:

Top 25 Inver Grove Heights Addresses for 911 calls. July 7, 2020 to July 7, 2021

- Police Station: 1795 (These are after hours, come into the Station, pick up the phone in the Lobby, it routes to 911. Officers respond. During the day they come to the desk).
- Retail: 1244
- Other Commercial: 1117
- Hotels: 914
- Apts/Senior Housing: 729
- Gas Stations: 664 (late night, working alone, doing money deposits, no pays)
- City Parks: 614 (to three parks in the city)

Councilmember Dietrich asked if bars and restaurants were included in retail. Police Chief Chiodo responded bars and restaurants don't make the Top 25.

Serious Crime: (Part 1 Crime. This is what the FBI tracks):

- Violent Crimes
 - Aggravated Assault (With a weapon or serious injury), forcible rape, murder, robbery.
- Property Crimes
 - Arson, burglary, larceny-theft, motor vehicle theft. They are busiest with larceny and motor vehicle theft in the city.

Inver Grove Heights is #2 out of 12 Agencies in Dakota County for serious crimes this year. Thefts are driving this; from garages, apartment complexes, mailboxes, vehicles, catalytic converters. This is driving serious crime up.

She stated due to this, the city is eligible for Grant Funding from the Federal Government to try to bring this down. The Grant is for equipment that can be used to help. The Grant has no requirement or match.

Councilmember Piekarski Krech asked if it's known how much more that has gone up here versus other cities. Police Chief Chiodo responded they don't have a Crime Analyst to do those stat's here, and she can't look at other cities. When she first began here, she looked, and the city saw a rise of 7-9% every year. Burnsville and Eagan went down for a bit, but then back up. Other cities have been going up and down, up and down. For serious crime, Burnsville and Eagan are quite often the top two, South St. Paul is in there sometimes too.

Factors Increasing 911 Calls in the City:

- Housing Growth
 - 156 new single-family homes in the past 24 months.
 - 262 new multi-family homes in the past 24 months.
- Business Growth
 - 24 new commercial businesses in the past 24 months. A lot of theft goes on at box stores.
- Park Additions
 - Up to 5 new parks in the next 24 months. The top 2 complaints she gets from citizens are of things going on in parks after dark. Thefts are the other complaint.
- Easy access from major roadways. A lot of serious crimes are not from residents of this city. They come through here, visit businesses, stay at hotels, commit crimes, then leave.
- Increase in on street parking.

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

- Proximity to large cities.
- Temporary Housing. Drives crime. Short term is not committed to a city, not vested in the community.
- Aging population. Calls to senior facilities. Assisting with needs. Victims of crimes, injuries, medical calls. As the population continues to grow, the need for services continue to grow.

Councilmember Piekarski Krech asked about Temporary Housing and if it was people staying at hotels. Police Chief Chiodo responded people staying at hotels, short term rentals, and houses that rent themselves out as Bed and Breakfasts the city doesn't know about until the neighbors call 911. Airbnb is another.

Concerns related to Staffing Shortage:

- Re-active Police Department. Staffing has been quite stable. Currently:
 - In-ability to track crime patterns or groups. There is not a Crime Analyst in the city. Things are still done on paper and calculators, figuring it out themselves.
 - Targeted enforcement limited to speeding/DWI's. She receives emails everyday from residents that want targeted enforcement for speeding in their neighborhoods or catalytic converter thefts. They are limited by speeding or DWI's because the State was willing to give a Grant that helped out.
 - Limited ability to support complex investigations. There is no support. If Investigators want to do detailed investigations, she doesn't have Staff that can go in, in plain clothes and work with them. Everyone she has, has to be on Patrol.
 - Limited ability for community outreach. This is one of the first things they have to stop doing when busy with all the 911 calls. Without extra Staff they can't do community outreach. This is part of the 2020-2024 Comp Plan, reaching out to the community and building relationships.
 - Limited ability to do compliance checks. Regulate and license more places, the Police have to enforce. They can't do the checks. They have to do alcohol compliance checks, checks on Massage Parlors. There are other things that come up that they need to do checks on, but if Police are tied up on 911 calls, they can't plan and do anything with compliance checks.
 - Limited ability to coordinate with surrounding Agencies. One of the biggest questions she gets is why they don't coordinate with surrounding Agencies. She doesn't have a team she can coordinate. She pulled her Officer off of the Drug Task Force from Dakota County last year to put him on Patrol to plug a hole. Due to that, they are no longer a part of the Drug Task Force or can cooperate with other things because they do not have an extra resource to spare to work with other cities.
 - Limited ability to track current crime statistics. Do not have Staff to do this, it is done on their own time. Work on this together.
 - Limited ability to allow Officers time off from work which leads to Officer safety concerns/burnouts. The last time they were able to give an Officer an entire week off was February 2020 and January 2020. The rest were in 2019. It cannot be done. The Officers don't want to ask for time off either. When there are only four Officers working, they don't want to take a week off and leave their fellow Officers in this type of situation.
 - Increasing overtime costs. Upping overtime costs each year. She does not have those statistics with her but can get that information if needed.

Councilmember Murphy asked about time off coming that Officers have benefits and weeks of vacation. He questioned if they can't take a week off to spend time with family somewhere. Police Chief

Chiodo responded it's tough to say yes, and it's tough for them to ask for a week off when knowing what the implications are.

Councilmember Piekarski Krech asked for clarification. She said they work 12-hour shifts. They are on for so many days and off for so many days. Police Chief Chiodo responded they would be on a day, off a day, on two days, off two days. Councilmember Piekarski Krech stated with a week off they could take their two days, and then take an additional three days off to have five days. Police Chief Chiodo responded they can ask for two days but are not given a full week off. She said it could be done, but then the Department would have to post for overtime, and they don't want to do that to their partners.

Police Chief Chiodo discussed the Immediate Staffing Request:

- Council approval to increase authorized strength to 45 Sworn Officers. Adding 3 additional staff.

Prior Staffing Request:

- In 2019 and 2020 a budget request was made to increase authorized strength to 45 to create a proactive street response team to handle livability issues, target groups committing Part 1 crimes (serious crimes), increase community connections, increase compliance checks, and support the investigations division.
- This request was not supported by Administration both years, so it was not brought to Council. This time she was told she could bring this forward to Council.

Staffing Utilization of Additional Officers:

- Hire and train Officers.
- Fill open spots on Patrol shifts in 2021.
- 2022, after Staff is full strength, roll out the Street Response Team to:
 - Respond to top livability issues.
 - Conduct targeted investigations of groups committing Part 1 crimes (serious crimes).
 - Conduct regular compliance checks of city regulated or licensed businesses and provide any training necessary to support the business.
 - Support the Investigations Unit.
 - Take over Predatory Offender Registration (POR) checks and registration.

2021-2022 Budget Impact of 3 Full Time Employee's (FTE's):

- 2021 Budget Impact-Salary and Benefits. Start day of September 1st.
 - \$112,000
- 2022 Budget Impact-Salary and Benefits. Full 12 months salary for three full time employees.
 - \$345,000

Summary:

- Re-active or Pro-active in response to community needs and crime
- Strategic Plan Guiding Principles
 - Safe environment through quality education, community partnerships, emergency response, and preparedness.
- Objective
 - Work towards lowest crime rate in Dakota County.

Councilmember Gliva asked about the Speed/DWI Officer from State Grant money. Police Chief Chiodo responded that is a normal Officer position, the salary has been covered by the State due to applying and receiving a Grant. Councilmember Gliva asked if this runs out after a period of time, and what that did to the budget. Police Chief Chiodo responded it was already a part of the budget, they would receive a reimbursement. The Grant pays the Department the salary for nine months out of the year. That money goes back into the General Fund. She said they received this Grant because Dakota

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

County has the highest traffic fatality rate and the highest DWI rate in the State of Minnesota. City Officers have been doing a good job. She stated it has been said they can re-up for that Grant for another nine months, which they did, to see if they could get another nine months of salary that would go back into the city's General Fund. She said having 18 months of salary be covered by the State is a win.

Councilmember Gliva asked about the timing of retirees. Police Chief Chiodo responded there are two retiring in 2022.

Councilmember Piekarski Krech said they eventually would need to hire five people all together. Police Chief Chiodo responded eventually she would have to replace them. Currently she is requesting hiring three extras, two are currently on indefinite leave and they may have to eventually replace them. In the New Year she would have to hire two additional when the two retire. She said they are currently working on succession planning because those two are her most senior people.

Mayor Bartholomew stated to be clear the request is for 45. Not 47. Police Chief Chiodo agreed it is 45.

Councilmember Gliva asked for clarification stating the 42 do not include the two on leave. Police Chief Chiodo responded the 42 includes the two on leave. She has 40 currently working and will be down to 39 in September.

Councilmember Piekarski Krech asked how that would be handled. Police Chief Chiodo responded if she gets the 3, she is requesting at this time, they can plug those holes. When she is at full in 2022, and the leaves are done, that is when she would have 3 extra FTE from authorizing strength to go up to 45 Officers and would roll them over into Street Crimes. Until then, they will fill the holes. Councilmember Piekarski Krech said they won't be ready. Police Chief Chiodo responded they would be in training but can still take calls. They will not be on their own unless there are some laterals.

Councilmember Gliva asked if they were ever alone on the street. Police Chief Chiodo responded once they are done training, Officer's always work alone. There is not enough Staff to have two in a squad unless they are training.

Police Chief Chiodo said she was asked the question about what calls were going up. She was able to pull from 2018 to 2021. Those were:

- Adult Protection calls
- Check Premise
- Check Welfare. People passing away at home, not showing up for work.
- Mental Health Crisis
- Child Protection calls. This has gone up significantly since 2018.
- Damage to Property
- Disturbing the Peace
- Public Drunkenness
- Dumping/Littering
- Request for extra Patrol from Citizens. In 2018 there were 828 requests from citizens to Patrol the neighborhood because there were prowlers, stealing. This year they are on track to handle 4,500 due to things going on in neighborhoods.
- Fraud calls. This has gone up significantly.

- Harassing Communications. With technology people are getting harassing messages on cell phones and Facebook.
- OFP and Restraining Order Violations. Have gone up significantly.
- Open Doors and Windows. People come back to homes or businesses and see windows or doors are open and think a burglary may have occurred.
- Ordinance Violations. This has increased.
- Public Assist. Public calls for numerous reasons such as locked out of a car or a home.
- Recovered Property. When items that were stolen turn up at a business or home, they are called to recover that as evidence.
- Suicide and Attempts of Suicide.
- Thefts. This is the largest.
- Weapons.

Mayor Bartholomew commented looking at where the city is at with calls this year, with relationship to cities near us that are twice the size, this city is pushing the same number of calls and getting close to those other cities. That seems strange to him. How a community half that size can have that many calls. Police Chief Chiodo responded the statistics are accurate, they come out of CAD Data from TriTech. She said it was slightly surprising to her to see calls have increased 7-9% a year, year after year. Some years as high as 11 or 13%. This city is surrounded by major roads, it's easy on, easy off. The city is growing where other cities have stayed stable in size. There is a lot of transition in the city. The proximity of crimes in other cities is migrating to our city. It's the geographical location. Further south may not see this.

Councilmember Piekarski Krech stated South St. Paul and West St. Paul should be up there too. Police Chief Chiodo responded she would not discuss their crime, but those cities have their concerns too.

Mayor Bartholomew asked if it was an anomaly that is common when cities are growing, that they will have a spurt in this range, and then slow it down and flatlines the crime rate. He asked if it was thought they would keep the rate as the size of cities with populations of 60,000-68,000. He said he was trying to understand the rate and if there were any historical stats they could look into with a city of growth. Police Chief Chiodo responded every city is different, it depends on their growth. If growth is strictly single-family housing and not a lot of businesses, are they getting higher density housing, type of businesses, geographic location to interstates. It's hard to find a comparison. One thing that does impact with growth is that the city is completely reactive. The city has not increased staffing to be able to get proactive and start tackling crimes. She stated for example, catalytic converter thefts. They know there are probably rings going on, unless one of the Patrol Officer's pull up at the exact time someone is stealing a converter off the car, it's difficult to do something. Unless they are Investigators and can map out locations, reach out to other cities. She said they don't have the staffing to be able to do that. Once the city can and can show there is a mechanism to deal with it, they can only be reactive unless cutting other services.

Councilmember Piekarski Krech asked if a Crime Analyst was a Sworn Officer position. Police Chief Chiodo responded in most cities that have one it's a civilian position that has gone to school for statistics. They would work hand in hand with Investigative Units and Patrol Teams.

Councilmember Murphy asked if it was possible with rings for catalytic converter theft, if word like that spreads if they feel a city is completely reactive. Police Chief Chiodo responded it could. People go

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

where they have the upper hand or advantage as a criminal. She said they want to take that away from them.

Councilmember Gliva asked if any of the calls can be taken by the Fire Department. She asked if Police were always first. Police Chief Chiodo responded if they can get there first, they are going to go to calls. They are not going to not go. For example, the City of Eagan has a full-time Fire Department, their Police Officers still go to medical calls. It is not common practice to wait and have someone else go.

Interim City Administrator Heather Rand stated when Police Chief Chiodo brought this staffing request to her attention a few months ago, she wanted to delve into the Police/Public Safety calls. She knows Public Safety is important to all on the Council. They all know it's a large section of the budget "pie" every year. Those dollars need to be spent wisely. She agreed this has been a community that has been reactive in the past. When she looked at statistics for Police, Fire, and medical calls, and how this city ranks with other Dakota County cities, it was telling to her. The city ranked 7th in 2015, 6th highest in 2016, 5th highest in 2017, 2018, and 2019, 4th highest in 2020 and 3rd highest in 2021. She said for the last two years, Chief Chiodo and her leadership have been saying they want to be proactive and need additional resources. They don't think they should wait, can do this better, can provide a better quality of life for citizens. She said they have a Fire Chief who is very intent on providing additional services too. She looked at those call numbers and 2015 and 2016 ranked 8th highest in number of calls. In 2017, 2018, and 2019, they were 7th highest, in 2020, 6th highest, and in 2021 they were 7th highest. She said there is a situation where there is definitely something going on with Police calls. If peeling away medical calls for Fire and Police, Police calls are going up dramatically, Fire calls are going down. She stressed that both Chiefs are trying to do the best they can with the resources they have. Police calls are changing year by year and the Police Chief is saying something different needs to be done and can't do that unless they have additional resources. She said she didn't want those in Fire to feel slighted. She believes the Fire Study, which Council approved, and hopes that provides guidance toward the end of the year with what is going on with medical calls. That won't help with the situation the Police Chief is bringing forward. She recommends this request be approved as a mid-year revision.

Councilmember Murphy asked if the statistics given were from Dakota County or the State. Interim City Administrator Rand responded Dakota County.

Councilmember Piekarski Krech stated the Fire Study was brought up. They have never done a Police Study. She believes they need to start the process of interviewing for the spots they know they have open. There are 3 that could be currently advertised for. She was a little uncomfortable with the 2022 Budget idea because they are looking at getting a new City Administrator and have no idea what the 2022 Budget would be yet. She wants Police Officers safe, physically, and emotionally well, and wants them to have their days off. She doesn't know where things are going due to changes in the culture. She would definitely be more than supportive of replacing or going into the process of getting three people knowing they have three people that would have to be replaced. She said if it ends up being one extra person before the next budget is approved, so be it. She would like to go through the budget discussion before making those kinds of decisions. She said they can't say they will allow to do this when they are not giving other departments the opportunity to say something or to buy in. She believes they need to give the Chief permission to go ahead and look at 3 positions that would be replacement positions.

Councilmember Dietrich wanted clarification on what was said by Councilmember Piekarski Krech and asked if she was saying to pause and wait until budgeting to see the big picture. Councilmember

Piekarski Krech responded she is saying to let the Police Chief go ahead and start interviewing for people because she will need at least two to three people to replace and keep them where they are currently at. Make up for those off and retires. She said the budget process should be starting soon, they should know by September where things are and hopefully have a City Administrator on board who will have leadership and ideas on how they view things.

Councilmember Murphy asked if Councilmember Piekarski Krech was saying to go from 42 to 45. Councilmember Piekarski Krech responded no. Not until they have gone through the budget process. The department is at 39 or 40 with people off. She said they need to give the Police Chief the ability to get extra people in there.

Councilmember Murphy was unsure there would be something more important than Public Safety, whether it's Police or Fire. He felt they have been short on Police Officers for quite a while. He has been hearing from the community that we have been completely reactive. He said he has made decisions in the last year not to call Police (wasn't an important issue) because he knows how busy they are. He was not sure being reactive works for the city long term, it leads to more issues. Kids need to interact with the Police. The last time he did research on this, the city is less than 1 Officer per 1,000 residents. The nationwide average is somewhere between 1.5 and 2. Councilmember Piekarski Krech didn't believe that to be correct. She looked at statistics in the 2040 Plan and the city was at 1.1 for population. Councilmember Murphy responded he was unsure and said he would look up the information. He believes going to 45 Officers makes sense and doing a study on top of that to see if the city is in the right spot.

Councilmember Piekarski Krech said because we are going to get a new City Administrator, she would like that person on board to make decisions like this or look at where things stand. She believes there could be a need for more Police, but through the budget process, she would like the buy in of the entire community and Staff. She said Public Safety is important, but who would be told that a park wasn't going to be built, or a road wouldn't be plowed or done. Those are the tradeoffs that have to be made. Councilmember Murphy asked what was meant by tradeoffs. Councilmember Piekarski Krech responded the budget goes up every year. It depends on what the budget is. Councilmember Murphy understands it's an added expense but was unsure how the city loses something. Councilmember Piekarski Krech responded it was a tradeoff due to how much they want to raise taxes.

Mayor Bartholomew said it was a good idea to replace the 2 or 3 the department is short. If they were still at 42 and don't increase to 42 and some of the Officers want to come back, he questioned if they have to lay off people. That is a concern. If the General Fund can support it, the need is there. He would support an increase of adding 3 now for an amended budget and then going into the New Year with a budget for 45. He was concerned with consequences, if at 42, and people may or may not come back, he would hate to have to lay off a Police Officer.

Councilmember Piekarski Krech did not believe they would get to that point with 2 retiring. There could be one extra if hiring 3 now. She assumes they would be adding Police Officers, it's a question of how many, or if they hire Police Officers and an Analyst instead. She said when looking at the 2040 Comprehensive Plan for Police, there were different positions.

Mayor Bartholomew agreed the need is there and would like to see the city get ahead of the curve and be prepared going into 2022. If there is General Fund balance that will cover this, he believes it's a wise move. He said the new City Administrator may not like the plan, but doesn't control the aspect of

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

Public Safety, that's Council responsibility. He said he would support this either way. He would go with replacing Officers going on leave, and vote for the amended increase to the budget.

Councilmember Gliva asked if doing what both Councilmember Piekarski Krech and the Mayor stated, if that doesn't make things net/net the same. Mayor Bartholomew responded he is going to 45, Councilmember Piekarski Krech says 42. Councilmember Piekarski Krech stated current strength is only 39. She suggests going to the full strength of 42.

Councilmember Murphy said it seems the Council knows the need is there. It's not going to get better with all that is coming online in the next couple of years. He said he felt they may end up in a few years with a need greater than 45, if they want to be somewhat proactive. He gets uncomfortable with First Responders that don't necessarily get to take a vacation, when other people do. He supports increasing strength to 45.

Councilmember Gliva stated she would be more inclined to add the 3 and let the budget process determine the next.

Councilmember Piekarski Krech summed up what the Council was saying with authorizing 3 hires because they know they will need to replace them, so they don't go below 42. Then during budget time, consider going to 45. She said it could be more than that too but was unsure.

Councilmember Murphy asked if the Council needs to authorize something they have already authorized. Councilmember Piekarski Krech responded the Police Chief can't start replacing people who are not gone. She suggests giving the Police Chief the authority to start replacing people they know are going to leave. There could be an overlap, people may not retire until December 31st. For that period of time, they would have extra and will know if that would help.

Police Chief Chiodo stated if only replacing 3, the 2 that are on leave and most likely not coming back, bumps them back to 42 and will be having 1 on short term leave. That leaves them at 42 and still completely reactive. Being at 42 has shown they are the 3rd busiest city and the 2nd highest in violent crimes. That is what 42 would get if allowed to hire the 2 that are on the books. She said if it's 45 she would be replacing those two, because they are currently on the books but not getting paid. Then she would be hiring an additional 3 to get them through this year. Next year she can start the proactive team. She said if going with 42, it's status quo, reactive, they would still have to wait until the budget is done and still have an 8-month process to hire and get people trained for anything additional.

Councilmember Gliva said they are saying 42, but 2 are not even working. In reality there are 38 people working, adding 3 would give them 42, not 38. Police Chief Chiodo responded there are 40 currently working. 42 total, 2 aren't working, 40 total working. One will be on short term leave, putting them at 39. If replacing those 2, she is back at 42 which is where she was at five months ago. Councilmember Murphy stated they worry that nobody gets hurt.

Councilmember Piekarski Krech stated it is a two-month period they work on the budget, then they would know. They don't change the budget much after September. The budget needs to be certified by a date in September. Then they know the Police Chief could start a hiring process because the budget starts January 1st. She believes it needs to go through the budget process for full discussion. She stated they have talked about how they want a City Administrator, if making all the decisions for a City Administrator now, what do they need one for. Councilmember Murphy understood what was said and asked how they would allow the new City Administrator to say no, this isn't coming before the

Council. Councilmember Piekarski Krech said the City Administrator could say for example, this is what we are looking at, this is what is happening, statewide/citywide, new things coming forward. She said she keeps hearing new things all the time about how Policing is changing, laws may be passed about how Police Officers can do their jobs. She said everything may need to be revamped about what Officers are supplied with.

Police Chief Chiodo responded there are no Minnesota Law changes that would affect Policing. Police Reform was done and there are 11 points to changes in Policing. This city is already doing them. She said they are a progressive department, and this is more policy impact. There is one change that won't impact them as dramatically, that is if someone calls 911 and says they have a child that is in mental distress, Dispatch is also supposed to dispatch someone that is a Mental Health Provider. There is no system set up to do that yet but would still be getting calls. That is the only change where they would be adding a resource. It is a new Law but there isn't anything in place yet and she was unsure when that would be. Councilmember Piekarski Krech asked if it's known if the city would need to have someone available or if it would be County or Regionwide. Police Chief Chiodo responded that information has not been discussed yet. Her guess was the County may have a pool of Social Workers that can be dispatched. She said no other laws were changed. They already have body cameras.

Councilmember Dietrich thanked Police Chief Chiodo for not leaving the profession when a lot are. Her concern is being myopic by not hearing from other Department Heads now and being close to budgeting. She said that was her only concern with it.

Councilmember Piekarski Krech said it can be helped by starting 3 right now so they don't lose anybody. They would still be 2 ahead unless the 2 that are out on leave come back. She said it's known there will be 2 retirements. This fills that, and then there would be budget discussion.

Councilmember Gliva said there is a Traffic/DWI Patrol Officer. She asked if that person could be used for anything else. Police Chief Chiodo responded she pulled someone from the Drug Task Force. The city was paying their salary to serve the rest of Dakota County, now they are being paid to come here. The city received Grant funds to reimburse. She didn't lose a body by having someone focusing on DWI/Traffic. She said traffic is a great concern for citizens. There is a Traffic Safety Committee that the Interim Public Works Director has formed because of all the traffic issues and concerns in the city. She said the position is there to back up Officers, but the focus is traffic stops, DWI's, and education to the Community. Councilmember Gliva commented they can't technically be used to fill in a patrolling gap. Police Chief Chiodo responded no, not while they are on DWI Funds.

Interim City Administrator Rand clarified what she believed the Council was saying stating the Mayor is interested in going to 45. Mayor Bartholomew responded he believed 45 was the way to go. He asked if they should start it now or go to 45 and pitch it for the budget. There are gaps due to retirement and injury/illness, fill those in the short term and be prepared for 45. Coming in the New Year, take advantage of some surplus in the General Fund and get ahead of the curve. He would be in support of anything to get additional people here, if the compromise is for the Chief to hire 3, he can support that too. He said he is strongly in favor of having 45 for the Police Department, he would do it tonight.

Interim City Administrator Rand said her understanding was that Councilmember Murphy felt the same way. She said Councilmember Piekarski Krech's suggestion would be to add the 3 right away. In terms of the 45, with those individuals on leave, if they leave before the end of the year, she wants more of a freeze on those, and discuss that as part of the budget. Councilmember Piekarski Krech responded

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

she suggests authorizing to hire 3 now in terms of thinking they are going to replace, so they stay at 42. Then go to 45 if doing it through the budget process.

Councilmember Murphy stated he was having a difficult time with that. He understands going through the budget process. He asked if that gives more transparency, expecting Department Heads to say no, they don't want to go to 45, or trying to find out if they have enough money to go to 45.

Councilmember Piekarski Krech responded they are trying to work through the budget process and say this is a need. As Department Heads have done every year with the budget, look at where things are at. She said everyone comes in saying they want a certain amount. Through a process, Department Heads work through and ask what it is that is needed the most for the city right now. A few years ago, it was the Fire Station. Everyone else gave up what they wanted, which could probably be why the Police didn't get their ask at that time, because the thought was the Fire Station was needed. The budget money went to that. Department Heads work through budget issues, how much the levy rate goes up, how much more money is coming in due to development, what the city can afford to do, any new regulations. She said because they haven't hired a new City Administrator yet, they don't know what that will cost. Councilmember Murphy said he understands. The Council agrees there is a need, they differ on the way to do it. He was confused by that and confused about why they have to authorize what has already been previously authorized; hiring more people to replace two that are gone. He said assuming those two come back, wouldn't they be at 45. Councilmember Piekarski Krech responded 2 are retiring. If two people come back off of leave, and are at one extra because they authorized 3, they would still be through the budget process by that time.

City Attorney Bridget McCauley Nason addressed conversations regarding employees who are on leave and replacement. She stated the Council needs to be aware there are employees out on leave, they might come back. She would not recommend any decision be made related to that. She highly encouraged the Council not to have conversations about what happens if someone does or does not come back from leave, hiring, and replacement of someone who is on leave. She believed the request is an authorization to hire 3 new people if the individuals who are out on leave come back, so be it, if they don't come back, that is already budgeted for and would be filled in the normal course of business. She asked the Police Chief if another budget authorization would be needed.

Police Chief Chiodo responded she would need another budget authorization because she is going to 45. If employees do not come back, she would immediately seek to fill those if authorized at 45. She would end up in the same place again if she is only authorized to hire 3 now. If she has employees that don't come back, she would be back before the Council asking again to hire to get to 45. Asking to go to 45 gives her that permission now to make sure is able to go to 45 when she can. This means 3 additional now, and possibly 2. City Attorney McCauley Nason responded that was the clarification she was seeking. The caution was not to talk about replacing anyone who is on leave at this time period. Councilmember Piekarski Krech stated they could proactively get 2 people on because there will be retirements. When those retirements happen, those people are ready to go out on the street.

City Attorney McCauley Nason responded her understanding is that the request is for 3 people now, to get up to 45, which would be the Staffing level. The retirements would occur in 2022. At that time its anticipated those would be regular replacements. Police Chief Chiodo responded the ask is to go to an authorized strength of 45. If and when she needs to hire people, she can hire and not come back again. She said she needs the 45 and knows she would hire 3 immediately. She would like to have a cap of 45 so she doesn't have to come back and ask for another hire, give statistics again, cost. She asks for the cap of 45.

Mayor Bartholomew stated the Council has heard from the Police Chief and Interim City Administrator, for this reason he believes it is wise to amend the budget to allow for the Staff level to go to 45. They know they have 2 out and would get in 3 immediately so they are ahead short term. He stated if for some reason they do not get to 45, the Chief can fill to 45 when necessary. He is in support of this.

Councilmember Piekarski Krech said she felt they still needed to go through the budget process when adding to next year's budget.

Motion by Piekarski Krech, second by Gliva, to deny the Budget Amendment to Hire Three Full-time Police Officers Changing the Authorized Strength of Sworn on the Police Department to 45 FTEs and to go through the Budget Process to get to 45 Police Officers.

Ayes: 3

Nays: 2 (Murphy, Bartholomew) Motion carried.

Parks and Recreation:

B. Consider Awarding Bid for the Northwest Park Area.

Interim Parks and Recreation Director Bob Bierscheid stated he would be discussing taking a step at adding the first park in the northwest area. The request is for authorization to secure bids and issue quotes for the park project. He gave the following Project Overview:

Project Purpose:

- Design and construct a new 8-acre neighborhood park to serve the northwest area of the city.
- Through the site design; address stormwater management, trail access, parking needs, and recreational opportunities.
- Coordinate site design and construction with other planning efforts in the area.

Process to Date:

- Design Concept
- Neighborhood Meetings
- Parks and Recreation Commission
- Development Budget
- Construction Timeline
- Park Naming
- Questions

Project Overview:

He stated that Amy from HKGi, has led the planning process and is in attendance if needed.

Project Schedule:

He has only been with the city for one month but has learned discussion has taken place for a long time about the need for a park there.

- Phase 1: Park Concept
 - Took place in January 2021.
 - Neighborhood engagement has taken place to find out their needs.
- Phase 2: Design Development
 - Information was gathered and a plan was developed.
 - During neighborhood meeting #3 is where all the input came together.
- Phase 3: Construction Documents and Building
 - Requesting authorization from Council to begin the process.
- Phase 4: Park Construction

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

- Begin actual construction by September.

Review of Final Preferred Concept:

- 3 different concepts were looked at. This was discussed with Staff, Consultants, and the neighborhood.
- Based on comments gathered from the public, a preferred “final” concept was developed.
- Besides basic park elements, there are things such as stormwater, grading, site furniture, and playground equipment.
- Single-track bike trail.

Pictures of different design elements were shown. A special feature of the park is some of the nature play areas and the use of nature in the trails there.

Construction Phases:

- Beginning this fall:
 - Some tree removal will need to take place. Being sensitive about retaining the best trees and as many as possible.
 - Roadway construction will take place in the park.
 - Connection of a Regional Trail will come through the park to connect it out. Trail connections will take place. Will work with Dakota County, Public Works, and Dakota County Public Works.

Playground Equipment:

He stated that Minnesota has a way of obtaining playground equipment. There is currently a State process rather than going out for a bid process. With this process Vendors have already been vetted.

- 3 Vendors supplied designs. One Vendor was selected: Minnesota/Wisconsin Playground Co. Examples were shown. A Zipline was shown.

Councilmember Dietrich asked about a full basketball court and if that was in all concepts. Interim Parks and Recreation Director Bierscheid responded yes. Councilmember Dietrich said Staff had looked at adding a basketball court to an existing park and there was strong opposition to it. The thought was that nobody was playing basketball. She was unsure if it was for that specific area or what the trend is. She wanted to bring that awareness because it was something that came before the Council in 2019. Interim Parks and Recreation Director Bierscheid responded the trend is basketball is still a very popular activity. Sometimes what is added are basketball structures that can be raised and lowered for younger children. He stated this area specifically wanted a full basketball court.

Development Budget:

- DEED Grant. The Grant will run out June 30th, 2022. If it is not used for the project, the money will go away.
- City funds would come out of the Park Dedication Fund.

Councilmember Dietrich asked if the invoices needed to be paid by that date. Interim Parks and Recreation Director Bierscheid responded the invoices have to be submitted by that date.

Interim Parks and Recreation Director Bierscheid stated the request is for two items:

1. The bid process to select a Contractor to do a major part of the park.
2. There are items they can save money on that they can do by quotes they would do anyway. Some of those things can be done internally by Staff.

Mayor Bartholomew stated the Agenda Item is to consider awarding a bid for the northwest park area. The request for action is to approve plans and specifications and order a quotation authorizing development and the city to solicit allowable quotations up to \$300,000. He asked if there is a bid in hand or if they were still looking for a bid. Interim Parks and Recreation Director Bierscheid responded

they are still looking for a bid for the General Contractor. They have estimated amounts for items that would go out and get individual quotes. For example: Tree Removal. That would be done separately rather than having the Contractor go out and get a separate bid, they can legally do that. Mayor Bartholomew stated they are looking to submit a request for quotation for bid and authorizing the city to spend up to \$300,000 relative to some of these expenses. Interim Parks and Recreation Director Bierscheid agreed.

Park Name:

- There are currently three names:

1. Vista Pines Park
2. Pine View Park
3. Red Pines Park

It will be known for sure by Wednesday what name was chosen. He stated on Wednesday the Parks and Recreation Commission will be selecting the name based on the surveys done. He commended Staff for the work they have done in asking people about what they want in the park, but also the process. The Council would take official action on the name at the next City Council Meeting.

Councilmember Piekarski Krech asked who came up with the names. Interim Parks and Recreation Director Bierscheid responded it started during the engagement process of asking people for different names. These were ones generally selected and went online for votes. Councilmember Piekarski Krech stated Red Pine would be confused with Red Pine Elementary School in Eagan. She felt they didn't have anything to do with that park. Most of the other parks are named after people or the place where they are located. She didn't feel they had much imagination. Interim Parks and Recreation Director Bierscheid responded there is a process in place for naming parks. For example: The use of names, consistent with Parks and Recreation Departments throughout the Country, is not done very often. It's done based on nature and location. The Council has final approval. If the Council would rather have something else, that is the Council's authorization.

Interim City Administrator Rand stated Staff recommends going for quotes for advance work to get the project moving along as quickly as possible. There is a bigger bid out project. She was thankful to have HKGi on board who will be overseeing this as they continue to move forward.

Councilmember Murphy requested further information about a midstreet crossing across Argenta that says it is only one lane/one direction. Interim Public Works Director Eckles responded they haven't discussed this yet, but thought the issue is the four lane roadways present hazards for pedestrians. The plan looks like they would be putting in a center island as a refuge for pedestrians, eliminating the difficult crossing. Interim Parks and Recreation Director Bierscheid stated that may be something that is going to have to happen. It doesn't affect the park development. They wanted the Council to be aware of all planning details.

Motion by Piekarski Krech, second by Murphy, to approve the request to Award a Bid for the Northwest Park Area, construction estimates, and allow \$300,000 in expenses be quoted and approved by Staff.

Ayes: 5

Nays: 0 Motion carried.

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

Community Development:

C. Consider Approval of Rental License.

Interim City Administrator Rand stated the city, via Ordinance, licenses single family and multi family residential units every two years. Three applications were submitted for single family Rental Licenses:

1. 7473 Dickman Trail
2. 8842 Branson Drive
3. 4376 Upper 71st Street

Community Development Staff have reviewed all three applications and find them to be complete. They have the Police Department, Police Chief and/or Designee review them for a pattern of nuisance calls. That was not found in the case of the three. Staff recommends approval.

Councilmember Piekarski Krech commented it seems like they are getting a lot of rental properties in town. She requested information on how many single-family homes are turning into rentals. Interim City Administrator Rand responded Staff would get an update to Council.

Councilmember Dietrich requested information about Airbnb's. She asked if there was Code about them. Councilmember Piekarski Krech stated they tried to do something with those a few years ago but there were issues. Community Development Director Heather Rand responded that is on their work plan to bring before the Council this year for consideration of a change to the Ordinance where they would license. They call them Vacation Rentals. This would provide a better mechanism to track them. They tend to be places where there is an increased volume of Police calls. These do take away from revenues that are generated at hotels, similar to Food Trucks taking away revenue from Brick-and-Mortar restaurants. She suggests the Council consider requiring licensing for them. Other communities have Ordinances in place, and track if they are paying the proper level of sales tax. There are likely several that are unknown. She said she would never suggest prohibiting them, but to have regulations to track them. It is their goal to bring that before the Council by the end of the year. They would also like to bring suggested changes to Rental Housing Licenses. They currently License them, do background checks, and make sure there are not a lot of nuisance calls, they want to make sure there is an inspection once every three years by the Building Inspection Team to make sure there are not any major health and life safety Code violations, and that the property owner, who generates revenue off the rental home, is maintaining them to a certain standard. This would be done so the housing stock in the community that is rental doesn't continue to decrease. They hope to bring this before the Council by the end of the year.

Mayor Bartholomew felt the Code doesn't allow for anything less than a 30-day rental for Airbnb. He requested further research and to let the Council know. Councilmember Piekarski Krech stated it was discussed, but never changed. There was a house that had severe issues. The city was trying to work out how to do it and received a lot of pushback. She doesn't believe anything was passed.

City Attorney McCauley Nason reminded the Council that before the Council can take action, they need to provide an opportunity for anyone from the public wishing to speak, be heard.

Motion by Gliva, second by Piekarski Krech, to approve Rental Licenses for the following:

- 1. 7473 Dickman Trail**
- 2. 8842 Branson Drive**
- 3. 4376 Upper 71st Street**

Ayes: 5

Nays: 0 Motion carried.

D. Consider Application for a Chicken License for Property located at 7935 Charles Way.

Interim City Administrator/Community Development Director Rand stated this Application was in front of the Council in the past. Council requested an update on what is going on with Urban Chicken Licensing. The community has provided opportunity for Urban Chicken Licenses for almost 8 years. 23 Licenses have been approved. To date, Code Compliance Staff has only received two complaints. Most people are compliant. Staff has the ability to cite them. If they don't correct the matter, the item would come before the Council during a Public Hearing to vote to remove/take away the License to have urban chickens. Staff doesn't see this to be a big problem. It is important to have the enforcement mechanism. She stated the License is by a family that has not yet had chickens in the community. If things go wrong, there is a Code Compliance Staffer who would follow up.

Doug Allen, 7935 Charles Way, stated he has heard and read the information regarding the License and requirements. He was fine with the requirements.

Councilmember Piekarski Krech wanted to clarify since some people have had issues with having two chickens in such a small enclosure. She said chickens from the store come from much smaller enclosures and never see the light of day. It is different when people are growing them in their own home.

Councilmember Murphy stated he previously asked for this to be tabled because he needed a better understanding. He thanked Staff for the information, it was very helpful.

Motion by Gliva, second by Piekarski Krech, to approve the Application for a Chicken License for Property located at 7935 Charles Way.

Ayes: 5

Nays: 0 Motion carried.

E. Consider the Third Reading of an Ordinance Amendment to allow Market Gardens as a Permitted Use in the E-2, R-1, and R-2 Districts. Ordinance 1412.

City Planner Allan Hunting stated this is the Third Reading of the Ordinance. It has one change that was missed at the Second Reading to remove the reference to Ornamental Crops. That was changed in two locations. He said the discussion about signage was left out because they would be addressing it at the time the Signage Ordinance is covered. This item would take effect after approval.

Mayor Bartholomew asked if any new information came through. City Planner Hunting responded he has not received anything.

Councilmember Piekarski Krech thanked Staff for taking Ornamentals out but will not be voting for this because she still goes back to the fact that they can't License and have an idea of where it is happening. She fully supports people growing their food. She said a business owner in town came up to her and questioned who could stop them from selling certain things.

INVER GROVE HEIGHTS CITY COUNCIL MEETING – July 12, 2021

Councilmember Murphy stated he is struggling with it a little more than he did before. With Market Gardens, Chickens, and Goats, he wasn't sure what road they were heading down. He felt they were going backwards and asked why there was zoning for where things can be located.

Mayor Bartholomew shared Councilmember Piekarski Krech's concern, stating there are businesses in brick-and-mortar buildings. He doesn't believe this would cause a lot of harm but asked where it stops. He doesn't believe it could cause the problems that local greenhouses think it will. He said he looks at it as a hobby. There is protection with days and hours they can work.

Dawn Gaetke, 7477 Cahill Avenue, reminded the Council that a survey went out. 79% of respondents were in favor of Market Gardening. 79% of the respondents did not think this was a step backwards. She said she has heard different Councilmembers say that some business owners didn't like it. She said those business owners should have come before the Council and spoke like she did. She felt those people should speak themselves rather than through Councilmembers. She requested the Council be more swayed by the people who bothered to show up than those who didn't. She hoped they vote in favor of allowing Market Gardens to move forward.

Motion by Piekarski Krech, second by Gliva, to approve the Third Reading of an Ordinance Amendment to allow Market Gardens as a Permitted Use in the E-2, R-1, and R-2 Districts. Ordinance 1412.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

City Clerk Rebecca Kiernan stated this item will get posted on Sunday. It goes into effect five days after.

7. PUBLIC COMMENT:

There was no public comment.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated there is an exciting week coming up. They would be meeting City Administrator Candidates on the 14th with interviews on the 15th.

9. EXECUTIVE SESSION:

10. ADJOURN:

Motion by Dietrich, second by Gliva, to adjourn the meeting at 8:44 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 26, 2021 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, July 26, 2021, in person. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, and Gliva; City Clerk Kiernan, Interim City Administrator/Community Development Director Rand, City Attorney McCauley Nason, Civil Engineer Moser, Associate Planner Botten, City Engineer Kaldunski, and Interim Public Works Director Eckles.

Also Present: Leanna Stefaniak, President of Real Estate and Development for At Home Apartments; Pete Keely, Collage Architects; Josh McKinney, Sambatech.

3. PRESENTATIONS:**4. CONSENT AGENDA:**

- A.**
 - i.** Minutes from the June 28, 2021, City Council Meeting.
 - ii.** Minutes from the June 29, 2021, Special City Council Meeting.
 - iii.** Minutes from the July 15, 2021, Special City Council Meeting.
- B. Resolution 2021-193** Approving Disbursements for Period Ending July 20, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider **Resolution 2021-194** to Reallocate Bond Proceeds of the 2017B General Obligation Improvement Bonds.
- E.** Approve a **Resolution 2021-195** relating to Variances for Sustainable 9 and Design from the bluff line setbacks and development on slopes greater than 18 percent for property located on land east of the dead end of Calton Court.
- F.** Consider **Resolution 2021-196** Authorizing Easement Acquisition for Regional Storm Water Basin W-006.
- G.** Consider **Resolution 2021-197** Approving Amendment to Development Contract for The Crossings at Inver Woods.
- H.** Consider **Resolution 2021-198** Receiving Feasibility Report for City Project No 2020-12 - Argenta Trail Drainage Improvements (69th St. to 65th St. - Basin F-025).
- I.** Consider Adopting a **Resolution 2021-199** to Authorize and Ratify Submission of the 2021 Grant Application with MN Public Facilities Authority (PFA) for a Point Source Implementation Grant for City Projects.
- J.** Approve Encroachment Agreement for SMART Center Monument Sign within Courthouse Boulevard Right-of-Way.
- K.** Consider Approval of an Individual Massage Therapist License for Shimone Rogers at Onalos Massage, 2898 Upper 55th Street E.
- L.** Consider Approval of the Name for Northwest Park #1.
- M.** Consider Approval of First Amendment to the Purchase Agreement for 8296 Babcock Trail Property.

Resolution 2021-204

Mayor Bartholomew stated Agenda Item M. was a late entrant.

Motion by Dietrich, second by Gliva, to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing to Consider Resolution Adopting the Final Assessment Roll for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). Resolution 2021-200

Civil Engineer Jacob Moser gave a brief presentation on City Project No. 2020-06, Good Samaritan Pond Outlet: Project Location:

- Located at 1301, 50th Street. Near the intersection of Highway 3 and Mendota Road.
- Public stormwater pond (in easement) on private property.
- Regional Stormwater Basin identified in the city Stormwater Management Plan as T-8 Regional Basin.
- Watershed (receives water from the surrounding fully developed area).

Project Need:

Existing:

- 1960's vintage metal pipe that has collapsed into a surface sinkhole. (Located at the Good Samaritan Society property).
- Existing pond control structure prone to frequent clogging. Requires Maintenance Staff attention.

Proposed:

- Replace the existing with a reinforced concrete pipe and a modern outlet control structure.

Proposed Improvements:

- Improved Outlet Control Structure
 - Reduces maintenance, reduces clogging, valve to lower pond level.
- New Reinforced Concrete Pipe
 - Sized to service the existing impervious development. Reduces 100-year high water level.
- Outfall Stabilization
 - Reduce erosion as water is conveyed downstream.

Project Cost and Funding:

- Estimate Total Project Costs: \$376,799 (Includes construction costs based on the low bid).
 - Construction (Bid prices): \$301,439
 - Construction Contingency: \$15,072
 - Legal, Engineering, Administration, Financial (LEAF): \$60,288
 - Special Assessments: \$160,592
 - Stormwater Utility Fund: \$216,207

To note: Feasibility estimate was \$336,293. Stormwater Utility Fund covers additional costs.

Based on bids, the estimated total project cost has gone up. Staff's recommendation is to award even though costs were 10% higher than expected. Staff believes this is due to increasing construction costs throughout the industry. This project has a tight timeline for construction this fall. If not advancing this project, there is a risk of increasing costs. Staff recommends the Stormwater Utility Fund cover the additional costs based on bids.

Proposed Assessments:

Proposed Funding:

- 43% funded through Assessments
- 57% funded through the Stormwater Utility Fund

Assessments:

- Calculated based on stormwater runoff increase from parcels in a 100-year rainfall event.

- Calculated uniformly in relation to property class – same calculation for all parcels.
- Range from \$1,642 to \$76,706
- Amounts vary based on runoff volume impacts.
- Proposed assessments match feasibility report. Staff recommends not raising from what was presented to property owners.
- 3.15% interest rate (proposed per policy).
- Interest accrues starting in 2022.
- 10-year term (proposed per policy)

Payment of Assessment:

Assessment Payments:

- 30-days to pay in full or payments due with 2022 taxes.
- 3.15% interest rate (proposed per policy).
- Interest accrues starting in 2022.
- 10-year term (proposed per policy).

Tentative Project Schedule:

- April 12, 2021: City Council held a Public Improvement Hearing and ordered the project.
- June 15, 2021: Bids opened.
- June 28, 2021: City Council accepted bids and scheduled the Assessment Hearing.
- July 15, 2021: Neighborhood Info Meeting #2. Shared assessment roll with all impacted property owners.
- July 26, 2021: City Council asked to hold a Public Assessment Hearing and Adopt a Resolution approving the Final Roll and Awarding the Project.
- August 30, 2021: Construction would begin if approved at the July 26, 2021 City Council Meeting.
- October 1, 2021: Substantial completion.
- July 1, 2022: Final completion (turf & restoration complete).

Recommendations:

- Hold Assessment Hearing
- Pass Resolution adopting Final Assessment Roll. 10-year term at 3.15% interest
- Approve other project related items on Regular Agenda. For example: Item 6C – Award Project

Councilmember Dietrich asked if the basin outlet pipe currently in the location was defective or if it has been through its useful life. Civil Engineer Moser responded it was both.

Mayor Bartholomew asked if Staff has heard from any of the property owners concerned about the length of the project or the amount of the assessment. Civil Engineer Moser responded nothing written or verbal has been received. Staff has spoken with property owners, especially the two with the largest assessments. He said questions have been answered and they understand the need for the project.

Motion by Murphy, second by Piekarski Krech, to close the Public Hearing at 6:11PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Gliva to approve Resolution 2021-200 Adopting the Final Assessment Roll for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:*Community Development:***A. AMBERWOOD, LLC - Consider a Resolution relating to a Planned Unit Development Amendment for the plat of Amberwood to allow a development sign within the required 10-foot setback on the property located at 11723 Azure Circle. Resolution 2021-201**

Associate Planner Heather Botten stated the property is located in the southwest corner of the city. It is a Planned Unit Development with the Amberwood Subdivision. The request is for flexibility from the Sign Ordinance to have the sign be located 5 feet from the property line, whereas a 10-foot setback is required. The PUD Ordinance states, "flexibility from Code requirements shall be granted for the purpose of creating better overall design and improved living environment and not solely for the economic advantage of the Developer". Staff does not believe the request meets the intent of the PUD Ordinance to allow flexibility from the Zoning Code as there is room on the retaining wall to shift the sign over and comply with the 10-foot setback requirement. She said the Planning Commission recommended approval of the request on a 6/2 vote with the two conditions listed in the report at the public hearing on July 6th, 2021. No neighbors provided comment at the hearing or a written statement for or against the request. She stated it is not a variance, they are just asking for flexibility from the Ordinance. The retaining wall is existing and was originally created to save a tree on the property. The tree is no longer there.

Councilmember Piekarski Krech commented it is a matter of whether the sign was back further or upwards. Associate Planner Botten agreed.

Dick Braun, 2471 Angel Road, stated he thought some Planning Commission Members believed the sign was already installed. It was not. He said the location of the sign, centered on the wall, is a better overall design. They have shifted it around and tried other areas on the wall, but it didn't look right. They feel due to the quality of the development and quality of the wall, this is the best location.

Mayor Bartholomew asked where the sign would be located if it complied. Councilmember Piekarski Krech responded it would be further away from the road. She asked if another tree would be planted. Mr. Braun responded they were told they should not plant one for another year because the stump was just ground out. They do plan on putting up another tree. He stated the wall is located on one of the lots, Lot 1, Block 1. The property sold in the last month. The new owners indicated they plan on planting something on top of the wall.

Councilmember Piekarski Krech asked if the owners would own the wall, but he would be putting a sign on it. Mr. Braun responded there is a License Agreement to access the wall. The Association for Amberwood will have the License Agreement to access the sign if needed for repair. Councilmember Piekarski Krech asked who would be responsible for the upkeep of the wall. Mr. Braun responded the homeowner would be responsible. She commented the wall could go into disrepair if some landowner decides they don't want the wall there anymore.

Mayor Bartholomew asked if the landowner could take the wall out. Mr. Braun responded it has never been discussed with them. They are building a pool behind the wall. They could take the wall out if they wanted to.

Councilmember Murphy asked what the purpose of the sign was. Mr. Braun responded it would put a label on the development. It's a small 20 lot subdivision like most developments have.

Councilmember Gliva asked if the landowners who just purchased the land care where the sign is located. Mr. Braun responded they don't particularly care.

Councilmember Piekarski Krech stated her concern was that she assumed the development owned the wall and sign and would be responsible for maintaining it and making sure it stayed nice. Whether it's 5 feet closer or further doesn't raise issues with her.

Mayor Bartholomew stated the request is for flexibility. He believed 5 feet was the minimus. He asked if there were homeowner rules for the maintenance of lawns. He assumes the Association would tell the homeowners to keep it cleaned up. Mr. Braun responded the wall is terraced. There are plants and trees there currently, they don't look the best now. It's not an irrigated area. He stated the new homeowners may decide to put irrigation on the wall.

Councilmember Piekarski Krech asked if it was an HOA Development. Mr. Braun responded it is a minor HOA. For example, the HOA would take responsibility for a pipe that is in between two ponds on the east side of the property, maintenance of the entrance way, the cluster box, plus Liability Insurance on the conservation area. He believed they had about three acres of conservation area surrounding the property.

Mayor Bartholomew stated flexibility wasn't a concern. He would be happy to support. He asked Mr. Braun if he was in agreement with the two conditions described in the Agreement. Mr. Braun responded yes.

Motion by Gliva, second by Dietrich, to approve Resolution 2021-201 relating to a Planned Unit Development Amendment for the plat of Amberwood to allow a development sign within the required 10-foot setback on the property located at 11723 Azure Circle, as described with conditions.

City Attorney Bridget McCauley Nason stated the Resolution included in the Council packets have some blanks in it under the findings section. It states "Whereas flexibility from the setback requirements was found based on the following findings:" She asked if the Motion was to adopt the Resolution with the findings based on the language found in the Staff Memo stating that "flexibility is appropriate because it creates a better overall design and improved living environment and is not granted solely for the economic advantage of the Developer" She asked if there were other finding the Council would like to incorporate into the approval. Councilmember Dietrich responded what was just said would be her findings. Councilmember Gliva agreed that was her findings as well.

Ayes: 5

Nays: 0 Motion carried.

B. AT HOME APARTMENTS - Consider the following Resolutions for the property located at the northwest quadrant of Hwy 3 and 70th Street;

1. An Ordinance rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural to R-3B/PUD, Multiple Family Residential PUD and R-3C/PUD, Multiple Family Residential PUD.

2. A Resolution relating to a Preliminary Plat for a three lot, four outlot plat and a Preliminary PUD Development Plan for a 266-unit residential development and future 300-unit apartment building and 16,000 square feet of future retail to be known as At Home Apartments.

City Clerk Rebecca Kiernan stated there were 28 new emails/comments received over the weekend that need to be accepted into the record.

Motion by Piekarski Krech, second by Murphy, to accept the 28 emails into the record.

Ayes: 5

Nays: 0 Motion carried.

Community Development Director Heather Rand stated the request is from At Home Apartments as Developer, and Apartment Home Management Team from the Twin Cities area. This is for an Ordinance change, rezoning, preliminary plat, and preliminary PUD. The property is located on the northwest quadrant of South Robert Street and 70th Street. Lot 1 Block 1 and Lot 1 Block 2. She said land in the northwest area is typically zoned agriculture as a hold until a developer steps forward and would like to advocate for development of an actual preliminary plat PUD. This is a 57-acre site. The Planning Commission held a public hearing about this on July 6th, 2021, public input was received. Both Staff and the Developer have tried to address concerns.

The Development as it stands:

- A total of 266 units of housing:
 - Mix of townhomes, twin homes, and an apartment building in the 1st Phase.
 - The 1st Phase would also have the dedication of a 4+ acre park, trails, and greenspace.
- Future Phases would include:
 - Up to 300 units of additional apartment homes.
 - 16,000 square feet of retail.

The Developer is advocating rooftops before retail. Getting additional housing in place to feed the neighborhood retail. Hope is that it would include something like a coffee shop and/or sandwich shop that serves, in a walkability way, local needs.

Background of the Project:

- Property is currently owned by Falcon Partner's LLC., Oak Grove Properties.
- At Home Apartments has been working with City Staff for approximately 1 year.
- Address would be 1285 70th Street and 6815 South Robert Trail.
- More specific mix:
 - 42 Twin Homes
 - 50 Cottage Homes (could be rental)
 - 116 Town Homes
 - 84 Unit Apartment Building (in the 1st Phase)

Other Specifics:

- Parking.
 - The Developer has met the parking requirements in the Ordinance in the northwest area with exception to the apartment building.
 - The city allows Developers some flexibility. In this case the Applicant is proposing for the apartment building:
 - 89 below grade parking stalls. Which is why they need to go more than two stories high.
 - 48 surface stalls.
 - Total of 137 spaces.

She stated in the northwest area when properties are developed, they put the proof on the Developer to demonstrate whether it is adequate/inadequate. Between now and final plat, they will further discuss parking with the Developer. Their parking requirements and suggestions match The Crossing's apartment building on 80th Street with both surface and underground parking.

She stated there were questions about what to require with tree preservation via Ordinances. The Developer has provided a Tree Inventory. The Developer hires someone to inventory trees and determine if they are significant (certain level of thickness, species of trees). Code allows a Developer to remove up to 40% of trees but can also remove more so long as the Developer reforests. In this case, that is what the Developer proposes. The way the city enforces this is the landscape plans would be reviewed to make sure there is adequate tree coverage on the site.

She said when the Planning Commission reviewed this, the public provided input and spoke of the issues of parking and location of the apartment building on the hill. The need for apartment buildings in the community seem to be the trend of comments. Tonight, the discussion is about a rezone guided by the Comprehensive Plan for this type of density/density mix. Planning Staff felt the development is in compliance with the Comprehensive Plan and recommend approval with conditions. Staff looks for more detail from the Developer.

Community Development Director Rand said conditions are listed in the Council packets. Staff suggests adding another condition with respect to the height of the apartment building so it can be limited. In this community, apartment buildings without any special permitting can go up to 70 feet. Given the nature and sensitivity of this project, the Council may want to limit the height as an added condition to either 35 or 40 feet. She suggested Council ask the Developer what that may mean to them and their project. She has seen this done with other projects. Conditions were discussed and taken from the Planning Report, Page 8:

1. Final Plat accompanied Site Plans: Shall be in substantial conformance. (All documents are listed that the Developer has provided to date). This needs to be incorporated to make sure they are enforcing, for example: Tree Preservation Plan, Utility Plans, Erosion Control Plan, Natural and Open Space Plan, Site Plan.
2. Prior to Final Plat and Plan approval: Final Grading, Drainage, Erosion Control Street Plans, and Utility Plans, shall be approved by the City Engineer. This is a very important point. Final detail is needed and very important that the City Engineer has the final say and signs off on these or holds the Developer accountable before that happens.
3. Drainage and Utility Easements shall be provided on the Final Plat as required by the City Engineer.
4. The Developer shall be responsible for installing marker posts at reasonable locations to define the boundaries of open space
5. Plan Approval shall be subject to the recommendations of the park and Recreation Commission. Within this plat there is a dedicated 4.03-acre site that the Previous Interim Parks and Recreation Director had walked with the owners of the current property. While very confident in the site for a park, they still need Park and Recreation Staff and the Park and Recreation Advisory Commission to come up with a plan to develop the amenities that would go on the site. She referenced the northwest area #1 park development stating the city hired a Consultant and engaged the public, scenarios were shown, and developed. The Park and Recreation Advisory Commission received input on what the neighborhood wanted. A recommendation was made based off that information and feedback, and the project has been bid out. They expect something similar would take place with this project when ready to move forward.

The final plat set should be subject to the review of the Fire Marshal. It helps with street width and if emergency vehicles can properly move through.

Additional Conditions:

- The city, prior to recording of the plat with the county, states the owner shall execute a Stormwater Facilities Maintenance Agreement. There will be requirements to manage the water in the northwest area on this site. This is something the city holds the Developer accountable for.

- There are a total of 17 conditions.
- A Traffic Study shall be required to be submitted by the Applicant and reviewed by the city. This verifies trip generation and traffic routing so as not to disturb surrounding neighborhoods and to meet the demands with respect to this development.

Staff recommends approval of the rezone, Preliminary Plat, and Preliminary PUD. The Developer is in attendance and would give a presentation addressing City Council concerns. She asked City Engineer Tom Kaldunski and Interim Public Works Director Klay Eckles to be present to address any concerns people may have with respects to traffic, street width, and the Collector Street Plan. The Council received an update on this and surrounding areas this afternoon.

Mayor Bartholomew wanted to clarify that the Community Development Director requests adding an 18th Condition regarding the height of the building. Community Development Director Rand agreed that is what she recommends as it was very important to members of the public.

Leanna Stefaniak, President of Real Estate and Development for At Home Apartments. She also serves as the company's General Counsel. She is present to continue the presentation from earlier this month on the proposed project. She stated At Home Apartments is a local company based in St. Paul, which owns and manages all of their properties. The company began 30 years ago. The principal owners are still actively involved in the day-to-day operations and management of the company. She began with the company in 2007 after being one of their residents. She said that speaks to the kind of operator/landlord they are. As a former resident, she would have a lifelong career with the company because of what they believe in, do, and bring to the community. She felt that was important as there is an image of Developers that build in a community and then leave. That is not what they do, they have an on-site presence. She stated picking a community they want to develop in is very purposeful. They live near the community and intend to be members of the community for years. They do not sell their properties; they hold them for the long term.

She said before beginning the presentation she felt it was helpful for people to see what type of At Home Apartment community they have brought to other communities. She said she would turn over the presentation to Pete Keeley from Collage Architects. He is their Architect and have been working together since the start of the company. She said it's the same people working together that brings in a good team and knows that what they are bringing to the community is thoughtful, conscientious, and committed.

Pete Keely, Collage Architects, 5100 Newton Avenue, Minneapolis, stated he would be discussing At Home Apartments as a company in terms of the physical things they build and the lifestyle for residents. A lot of the developments begin by looking at who lives there and what people need. The demographic of a resident has changed dramatically over the last 20-30 years with ages from 20-70. They demand more and prices go higher. People are going to apartments by choice. It could be a second home or an empty nester. They design on all levels depending on the community. He stated they want to provide a lot of amenities that would satisfy residents. These are highly amenitized buildings. The finishes are what would be located in a home. They don't think of these as rentals, they think of these as homes. Homes for people who have made a choice to have a different type of lifestyle. Sometimes these people are traveling and don't have time to take care of their house and yard.

Mayor Bartholomew asked if what is being shown is the product for the 84 units. Mr. Keely responded he would be showing what At Home has done. The building has not been designed yet, it's very preliminary. They are still gathering ideas, looking at what they want to propose, and where the building would sit.

Mr. Keely stated At Home has done a number of communities. They are very high quality. He displayed images of the following locations with a description of what each includes:

The Reserve in Mendota Heights:

- Made with brick and stone, lobby areas, lounge areas.
- Outdoor TV, dining area, lounge furniture, and a pool.
 - The pool is divided into different sections so someone could do laps or sit and congregate.
- Four-sided architecture building. Has brick and stone on all sides.
- Two-level lobby with high level finishes and materials.
- Almost every unit has a balcony and gas grills.
- Inside finishes include quartz tops, stainless steel appliances, oversized large refrigerators, tile backsplashes, tile showers, glass door.

These include all amenities they would expect to find in a nice home. Each would be slightly different because they reflect the community. He stated the one in Mendota Heights was next to the Town Square on 62 and Dodd, the styling of the Town Square was picked up.

White Bear Lake:

- Next to the lake, a seaside village look was used.
- Very high-end apartments, a couple thousand square feet, overlooking the lake in some portions.
- Ranges from one bedroom to a very large two bedroom.
- Incorporates public space and a boat museum.

The Chase at 9-mile creek in Minnetonka:

- Brick with copper metal siding.
- Set up with bays and row houses.
- Mix of pitched and flat roofs. This breaks the building down, so it's doesn't feel like a massive structure.
- Uses high quality materials.
- Has balconies, front doors, and front door access.
- Big sky/roof deck, fire pits, and grills.

Minneapolis (Near Minnehaha Falls):

- Brick with nice detail.
- Detail in corridor spaces.
- Gives an upscale living feel.

At Home Apartments Office located in St. Paul, tucked into a neighborhood.

- All stone/metal building.
- High level finishes.

Vadnais Heights (current project):

- Pitched roof/gabled roof. Comparable scale to what they are looking to do in this city.
- Series of townhome buildings. Have brick and stone.

Trying to create a community that is mixed between townhouses and the apartment building.

- Amenities include:
 - Package rooms.
 - Management.
 - Very interactive to all residents whether in town houses or the apartment.
 - Managing not only the project but helping people whether it's signing leases or receiving packages.

He stated it is very important that the townhouse people and apartment people can come together and form community. These spaces create help foster community between the townhouses and apartment buildings.

- Places to dine. If someone is renting an apartment and wants to have Thanksgiving Dinner, can have family over for dinner.
- Game Rooms
- Wine Bars
- Fitness Areas. Yoga, free weights, ping pong.
- Places to gather, hang out with friends.
- Outdoor spaces:
 - Trails and walking paths.

Apartment Building:

- The building is 34-feet. The roof goes from the wall of the building and comes back from a pitch.
- 3-story building.

Town Houses:

- 2 story with a walk out basement.
- 3 story building. Roughly 33-34 feet with a pitched roof.

When designing the site, one of the main things they were trying to do was work with the grade and topography. Referencing the site plan, two central areas are left open:

- The west side is all about saving the trees.
 - The ring road wraps around the trees
 - Work with the grade.
 - Spent a lot of time analyzing cut, fill, and where they can save trees. Even though they are taking out a fair number, they are trying to save where significant trees are located.
- On the west side they have twin homes as a buffer towards the west
- Town houses on the east side.
- Believes the apartment located on the north portion is the best location.
 - Works best with the grades. From that position they can use the building partially as a retaining wall.
 - One of the larger areas they don't have to flatten large portions of the site.
- The front of the apartment building (east side/north side), becomes the entrance to the community.
 - Where pool area and community spaces are located.
 - Setback further from 67th to allow for more landscaping.

He stated they want to establish the tone that this is a community with pool areas and people gathering. The image shown is not the design, but an idea of what it could look like. It has stone, brick, pitched and gabled roofs. They are trying to tie into the community feel.

Councilmember Piekarski Krech asked if this was a rendering of the size of an 84-unit apartment building. Mr. Keely responded it is an exact rendering of what would fit on the site. A right of way goes all the way through with the intent to connect at some point to commercial area. The building is 310 feet long, takes about half of the street frontage. Other options were looked at that took out more, they tried to keep the wetland area. It is 132 feet from the back of the house to the property line, and 164 from the farthest south home to the edge of the building. The locations were purposefully selected to work with trees, the roadway, to connect Agate Trail through the center of the site, and to be able to work with the grades. They believe this to be the best location and felt it does not have that big of an impact. He said the park, shown in Outlot A, is a prominent feature. Amenity spaces for the apartment building are located directly across from the park with the idea that the community is more than the building and townhomes, it's everyone who uses the park. They are looking for frontage on all sides with different types of building styles to represent all who live in the city. He stated the

management company is local, takes really good care of their buildings, he has watched them for over 20 years. All that are built are exceptionally taken care of.

Mayor Bartholomew asked for the elevation of the property as it relates to the elevation across the street. He asked if it was higher. Josh McKinney, Sambatech, responded it is approximately 10 feet, with the building having an elevation of 967.

Councilmember Murphy referenced where the apartment building would potentially be placed, from street level, and asked if the land was 10 feet higher. Mr. McKinney displayed a grading plan and stated the building would be used as a retaining wall to help save as many trees as possible and reduce the cut. He said it was an approximate 10-foot drop. Mayor Bartholomew asked where from the street he was referencing. Mr. McKinney responded from the curb. Councilmember Murphy said if going across 67th Street to one of the single-family home's backyards, he asked if there were numbers on the height difference from their backyard to the top of the potential apartment building or land. Mr. McKinney responded it would be consistent with the 10-to-12-foot elevation change. This is from the backyard and bottom of the apartment, plus 34 feet to the base of the roof. Mayor Bartholomew stated the distance is 167 feet.

Mr. Keely displayed an image from the other side of the street that depicts a view from the front of the houses across the street. The road behind the homes is 67th Street. The building, because it is 164 feet away, reduces in scale. The height isn't as impactful. Councilmember Murphy said the proportions do not look right to him. Mayor Bartholomew asked if the house was, to the peak, 35 feet. Mr. Keely responded they modeled the house to 18 feet high with a 12-pitch roof.

Ms. Stefaniak spoke regarding the apartment building location and size stating if they entertained the concept of moving it, which they have spent a bunch of time on with Engineers and Architects, due to grading and site contours. For example, they move the apartment building and reduce it by two stories. She still needs to meet density requirements. She would still put structures along 67th Street. Because of the retaining and grading that still needs to happen, she is also building a retaining wall that houses or town homes have to put be in place of the apartment building, would still be going on top of. With the apartment building acting as a retaining wall, she is doing underground parking. That helps shore up the land. She wouldn't do that with a town home or twin home. They would be building a town home/twin home with a gabled roof. The size and height don't change that much between what the apartment building proposed and structures. It's nominal in terms of footage. She said what they have right now is 1,300 lineal feet from the Settler's Ridge side to the edge of the park. The apartment building takes up 310 lineal feet currently. If moving that and have to put in the density structures required in the guided land use and Comprehensive Plan, rather than 310 feet, she has a wall of those same height structures going all along 67th. They would need to get rid of the greenspace and the stormwater pond. She said while the apartment building may seem in mass a giant eye issue, they won't solve that by moving the apartment building and still having to put more structures there. It becomes a wall, rather than 310 feet. They would lose a lot of greenspace and open air if that is a direction they would have to go. She stated it wouldn't be good for the site and did not think it's good for the neighborhood. The site was designed to be a conscientious neighbor, to make sure they are maximizing green space, preserving trees, working with the grade. She said they recognize it's one of the most beautiful sites in the area. That's why they like it, that's why others like it. They are also still trying to give a park they know the community wants. All of this needs to happen together in order to build this community. She asked the Council to trust her, she wouldn't put forward this proposed project if she didn't think it was going to be a good idea.

Mayor Bartholomew stated there was a rendering shown that was described as Inver Grove Heights. He asked if that was the product they envision. He asked what they were looking at for typical rents and what is perceived as tenant longevity. Ms. Stefaniak responded the examples given were types of community At Home develops. They would tailor it to this community. All are unique, all have the same level of high-end finishes. All would have wood cabinet's, quartz, solid wood doors, stainless steel appliances, tile backsplashes, tile bath surrounds, large units, walk in closets, and their own washer and dryer. Everything found in a single-family home is put in the footprint of the apartment unit. The exterior is brick, stone, gabled, setbacks, and variations of the roofline, it matches what you would see in the neighborhood. She responded about demographics saying renting today is very different from renting in the 1980's. It is now a rent by choice lifestyle. People no longer need their larger home, but don't want to leave the community they have raised their kids in. They want to stay here, don't want to pay property taxes any longer, don't want to have to deal with cutting the grass or shoveling the driveway. It provides a different housing stock option as some communities don't turn over the housing inventory as often as they should. This allows new members of the community to come in. She responded about rents stating on average they anticipate the blended price per square foot for a property like this is about \$2.25. If renting a 1,400 square foot residential unit, it would be over \$2,800 per month for rent depending on the option chosen for living.

City Engineer Tom Kaldunski discussed the At Home development stating Staff has done the preliminary review. They do not have the final traffic report from the Developer. It is a condition that they must provide the report before the final plat. He referenced an aerial diagram stating he would focus on the intersection of 67th and 66th. Following is an overview:

- There is a cross intersection with a 28-foot-wide street that goes north. Prior to that the road is a 36-foot-wide road.
- 67th is proposed to be 36 feet wide.
- There are 3-36-foot roads with relatively short distances to county roads.
- The county is about to rebuild 70th Street beginning in a week or two.
 - This would be a three-year project.
 - All roads would be constructed within three years if approving this project.
- Wider roads were planned in the original Collector Street Study with the idea to get traffic to the nearest highway as quickly as possible. Public roads are for public uses. They have more capacity to go three other directions than through the neighborhood.
- The road has been part of the plan to be constructed.
- It exists in the Windwood 2nd Development.
- It exists in parts of Settler's Ridge north.
- It will eventually go all the way to 60th Street.
- The idea being that interconnectivity of neighborhoods is very important. That is how traffic is spread out. It gets people to go lots of different directions. Building the roads as described would help dissipate traffic.

Mayor Bartholomew asked about 67th Street and if it was going to go all the way through. City Engineer Kaldunski responded the plan for 67th Street would go to Highway 3. It can't go to the west. He said there has been conversations with MnDOT and the county about these roads. It is all tying in connected systems.

Interim Public Works Director Klay Eckles stated the city has a Comprehensive Plan. The Plan has thousands of hours of effort put into it to try to plan out the city. The plan is developed by citizens, task forces, Planning Commission, City Council, and Staff. Once the plan is developed, the next step is to look at how the transportation system work. Work had been done for the entire city and this area. It has led to the success of the streets there now. To continue that success the city needs to make sure

they have a network of roadways. He said their job is to see if the projects sent to the Council will work transportation wise. This fits within the Comprehensive Plan. The transportation system will try to address it. There has not been a final transportation report yet. With the Engineering Staff having looked at the area, it appears there are no major problems or issues with the project. Mayor Bartholomew asked if he was comfortable the capacity is there to handle the density. Interim Public Works Director Eckles responded apartment type uses tend to have lower trips per unit. Although more units than single family, high density uses tend to have lower trips per unit.

Councilmember Murphy said when one of the conditions for application is a traffic study, he asked if they have ever been surprised by a traffic study. He asked if one has come back saying it's not going to work. Interim Public Works Director Eckles stated he has worked in many other communities but does not have a lot of experience with Inver Grove Heights or this project. In his experience there are times when issues come up as a result of a traffic study. They include details such as proper turn lanes, traffic control features, medians and how long, and where they should be. City Staff has done some of the broad picture thinking early on for Comprehensive Planning. Engineering has reviewed this several times and tries to identify issues that might come about. He said they don't usually see big surprises as a result of a traffic study but do get valuable information and planning how to stage details of the roadway network.

Mayor Bartholomew stated 22 emails were received prior to the meeting tonight. There were 28 received this evening. He would like to hear from those who did not send in an email first. For anyone that has sent in an email, it is a part of the record. If there is anything to add, please adhere to the 3-minute limit.

Kelly Staples, 6503 Arctic Court, part of the Settler's Ridge Community. She requests Council deny the approval of the preliminary plat plan for the 1st Phase of the At Home Development. She was confused about the numbers. She has heard that the plan includes 42 twin homes, 50 cottage homes, 116 town homes, and 84 apartments for a total of 292 dwelling units. She has heard the number 266. She felt that number is important as they get into density requirements later on. She requested clarification on that number. She said she hears great things about At Home Apartments, listened to Ms. Stefaniak at the Planning Commission. She commented the places look lovely; the apartment buildings don't look like anything she would want in her backyard. From the back yards of some of the homes in her neighborhood to where the proposed apartment building would be, is less than half a football field's length away. She felt that unreasonable. What impressed her about At Home's presentation was the priority they place on planting trees and other vegetation within their communities. She has looked at their website and they do a great job of creating green space within their walls for their community members. She was pleased about the proposal to include a 4-acre park, which is a change from what other Developers have been doing in the city within the last few years.

She stated concerns she has about the Applicant's presentation: At the Planning Commission meeting, Ms. Stefaniak stated At Home Apartments had not done any kind of a market study to determine what the demand is in this area specifically for high end luxury rental units. There is a development with similar housing going in on the northeast quadrant of Highway 3 and 70th Street. She questioned how many of them were needed. She understands At Home has had success in other areas. Her research showed a majority of other communities are either in, or close to, commercial areas. There is nothing around where they are proposing to put this apartment building. No retail, jobs, schools, nothing there for them to walk to, there is no bus line. She commented of all At Home communities, this is the only one that would not be located within ½ mile of public transportation. She questioned if that would impact people's desire to move to this community. She said At Home is currently proposing a second community in Mendota Heights. They already have one beautiful property located in the parking lot

where Theresa's Restaurant and Walgreens are, with a senior living facility close by. That area is much different than Settler's Ridge.

She stated none of the proposed units will be owner occupied, all will be rental. Her question comes back to demand and if the Applicant hasn't done a study, she would hope or request the city do one. She doubted anyone would want this space to sit empty like the retail space near Target does. She said the proposal would eliminate 40% of existing trees and vegetation. A devastating loss. There has not been talk of what would replace current trees providing a buffer between Settler's Ridge and this proposed location. She requests the city be diligent in enforcing replantation requirements. She said from personal experience, Lennar was faced with a similar requirement after it removed trees for their homes. Residents watched as a joke was made out of it and Lennar's Land Department planted trees on a hill where they knew they wouldn't survive. Nobody from the city ever followed up on this. While plans may have looked great on paper, they are left with hundreds of dying or dead trees in their neighborhood. She asks if tonight's plan is approved and moves forward, that someone from the city see personally that whatever is planted in its place is the appropriate type, alive, and has the ability to thrive in the soil in the area.

Ms. Staples said her concern is the 84-unit apartment building and the proposed location, size, aesthetics, and shortage of parking. The building would be extremely close to existing houses in their neighborhood. She said they did their due diligence when building their homes, they knew medium density was going to be put there, most thought of town houses and twin homes, not a three-story apartment building. The topography is a huge consideration. She commented the image shown tonight was deceiving. She felt the image put up was not to scale and requested the Council ignore the entire slide because it was untrue and incorrect. She stated the proposal is short on parking spaces. She doesn't believe it was feasible from what the Developer has said about moving the apartment building. She said their request is to remove the apartment building entirely. In order to do that, the Developer needs to meet density requirements that state there should be between 542 and 1360 units in total development, including all phases. They are at 292 now, it's different than 266. They can afford to cut a floor off the apartment building or replace it with something smaller.

Mayor Bartholomew stated comments and questions will be noted. When done, the Council will ask for updates and further comment from the Developer.

Andrew Berglund, 6628 Agate Trail, believes there are two glaring issues with At Home's proposal. The first being a lack of transition from single family living to a high-density apartment building. It is going to be in the backyards of many neighbors. He referenced the topography and stated he lives 20 feet from where the apartment building is going to go. He felt it would be higher than 10 feet. He feels even if 2-3 stories high, it would tower over the community. He strongly recommends eliminating the apartment building completely and believes there are other ways to accomplish high density in this area without something that towers over the neighborhood. He was concerned about the increase in traffic flow coming through Settlers Ridge, on Agate Trail. There are a lot of small children in the development, they have already had a lot of close calls in the neighborhood with kids getting hit by vehicles and construction trucks. By adding another entrance from 70th the neighborhood would see significantly more traffic, especially with added construction. He asked that there be a temporary road during construction for the new development. He requests Agate Trail be temporarily blocked off before the new development is complete.

Councilmember Piekarski Krech asked if children have been hit. Mr. Berglund responded no children have been hit, there have been many close calls.

Benjamin Stone, 1378 66th Street West, stated his house abuts the apartment building. The elevation of his backyard is 947.9 feet. Ground floor elevation of the apartment building is 967 feet. It would be 20 feet from his backyard elevation to the base, with another 44 feet to the base of the roof, not including the peak. He said they would have a 60-foot obstruction that would block out the sunlight to his backyard for several months of the year. It would be a big obstruction of 84 units looking down on the backyard where his children play. He said there is no transition. He is embarrassed that he needs to come forward and defend the idea of an apartment building in his backyard. As a former tenant of At Home, the presentation was great, his experience with them was not good. He said you don't have to look online very far, there are plenty of things people have to say about them as landlords. He said he thought his days at At Home were over. Now he would be in the shadows of one of their buildings. It's surprising and unacceptable. He doesn't blame At Home, but the fact that it got to the point of being a feasible project. He didn't feel someone was doing their job. He said they don't have to look at the plans to realize how ridiculous it is. From a personal level, he was concerned about the viability of rental. Dakota County has the highest rental vacancy by far. If drawing a radius 1.5 miles around the property by the end of 2023 there would be 1,452 new rental units, not including the ones proposed tonight. There would be thousands in this radius. It would make it the highest density rental area in the metro area without any public transportation. He felt it was strange to put so many rental units here without the infrastructure or studies to back up the demand.

Carlene Samuelson, 6568 Alverno Lane, Settler's Ridge Development, wanted the Council to consider the reasonability behind what residents are asking. She said she heard the word community several times during the presentation, and their community looks beautiful in the pictures, with trees and where the apartment is going. If wanting the feel of community, she asked why they did not look to have more of a tree buffer between existing homes and where the new development would be built. She was concerned about the traffic. There are many young children in the area, a traffic study may be something to consider. With narrow streets, parking one side only, and what that means for visibility. Looking at current parking slated for the building and the shortage. She stated there was mention of lower trips per unit in apartments. She was sure that may exist in some places where public transportation is present. She asked what that means in a situation when there isn't public transportation. If having overflow parking into the Settler's Ridge Development there is concern for what that mean with visibility of children playing. If approving, she asked if there would be a temporary access road for the development, and to block off Agate so they don't have to worry for the safety of children at play during development. She hoped they could meet the needs of the new development while thinking about the reasonability of the current residents living there.

Chad Frank, 6538 Agate Trail, appreciated the City Engineer's explanation of the traffic flow and has a better understanding there are wider roads east, west, and south, to help. As someone who lives north on Agate Trail, a narrower street, he felt what is being done makes sense. He suggested to further encourage the volume of people they would have living in the area, use higher density streets and have the high-density housing pushed closer to 70th.

Pete Grayson, 6692 Agate Trail, across from the proposed park, agrees with what his neighbors have said about traffic. His biggest concern is construction. Considering the new 67th Street as a major thoroughfare, it goes right through their neighborhood. It not only abuts the backyards of homeowners but goes through towards the west to connect up to the new through street. Having the highest density right next to the neighborhood would draw all traffic through the new 67th Street, through their neighborhood. The construction is a nightmare. He said for three years all major routes around them are closed except for Robert Trail. He asked where they could go. The only access in and out of the new development is Agate Trail. All trucks and new residents would come down the narrow road for three years. He said that can't happen, an access road has to be put in somewhere. A possible location could be to the east onto Robert Trail. He asked the Council to consider asking the Developer

to move the apartment building toward 70th Street. He said common sense is not putting the highest density building next to a residential neighborhood.

Patty Magnus, 1373 66th Street, said she heard through the presentation that there may be enough parking for people living in the apartment buildings, but wasn't going to be any parking on streets. Having two kids live in areas with no street parking, she never goes to visit them because there is no parking for visitors, so they come to her. She wanted to make sure visitor parking is addressed for the apartment.

Venkatappaiah Kongara, 6670 Agate Trail, was concerned about the road and access. Looking to the entire community, every road is a single lane road. All high traffic is going to come from these roads and get stuck. There is no plan that he has seen so far to expand roads to accommodate for residential areas that are being built up and the other three communities in line. He said construction means cutting down grown trees that are 10-20 years old and planting new trees that would take 10-12 years to grow. He has noticed in a Lennar section that big trees have been cut down and small trees have been planted which cuts down on privacy with a 10 year wait time to get privacy. He asked why they would not build toward the Target store where there is already space and commercial area available. He questioned why they would build in a residential neighborhood.

Mayor Bartholomew appreciated the community input. He requested hearing from the Applicant so they can discuss things further. He heard the following concerns and questions:

- Request to try to move the apartment building.
- Proper screening. In front of the apartment if staying where it is at so they can block some of the site.
- Elevation.
- Traffic flow. Discuss what would be done long term to keep traffic in the right areas.
- Further discussion about the mixed-use issue. Retail was going to come. That is why they are putting this in.
- Transit traffic was also mentioned and the concerns of the neighborhood surrounding this.

Councilmember Murphy said he was fine starting with those mentioned.

Councilmember Gliva stated clarification was needed regarding a question about density and a 266 number. Ms. Stefaniak responded the density count is 266 as noted in submitted plans. This includes: 84 apartments, 42 duplex/town homes, 24 - four plex units, 66 - 6 plex units, and 50 - 10 plex units (big manor house style). This phase only is 266. The plat shows in future phase developments an additional 300 bringing a total of 566 for a site that actually allows for over 1,300.

Councilmember Dietrich asked if Ms. Stefaniak would be discussing about the person that said they would be within 10 feet of the property. Ms. Stefaniak responded she was unsure where he meant within 10 feet. Home structures to their structure, from people that live in Settler's Ridge on the other side of 67th Street, is 164 feet. She was unsure where 10 feet from their structure comes from, and suggested clarification could be asked from the individual.

Mayor Bartholomew asked about the location of the apartment building. Ms. Stefaniak responded she understands the concerns and the request to move it. At this time, she was not prepared to move the apartment building. That requires a completely different plan. Based off years of work and conversation, working with an Architect, Engineers, current property owners, understanding connector roads and the need for the apartment building to be located where it is, they strongly feel this is the best location for it.

Mayor Bartholomew asked if they meet all setbacks. He asked what the setback was for the apartment. Ms. Stefaniak responded they have met all setbacks. The apartment setback is 25 feet.

Mayor Bartholomew heard questions about a market study and the concern that there is not a need for it, and if something is being created that won't be used. Ms. Stefaniak responded during the Planning Commission meeting she was asked if a full-fledged market study was done with a third-party firm. That step has not been undertaken yet but is something they can entertain. She said At Home, with its own experience, doesn't do market studies unless asked by a Council. They would not invest in an area they do not believe can be filled. She understood the concerns with Dakota County vacancies. At Home's physical vacancy is 1.6 overall. That is largely due to where they place their buildings, how they manage their company, type of units provided. General market is underwritten for 5%, they are not near that. She doesn't have a separate market study, they looked at what was put forth in the city Comprehensive Plan and information given to Council by the Met Council in going forward for future density needs. She stated the city's future density needs for additional housing over the next 10 years is north of 2,800. This would provide 266 of that.

Mayor Bartholomew asked if further discussion could take place on the magnitude, density, and how it relates to city's standards. He wanted to make sure standards are met and densities are in the middle range, not at the lowest or highest end. Ms. Stefaniak responded for medium use density; it is 8-12 units per acre. For this site in the first phase on 30 acres, they propose 266 units. It is 9 units per acre, in the middle of the medium density requirements.

Mayor Bartholomew requested additional information about landscaping and tree preservation. He said there were concerns and would like information about screening. He wanted to make everyone aware that screening is important to the neighborhood. He knows that can't be planned tonight, but wanted to hear about screening, tree replacement, and reforestation. Ms. Stefaniak responded screening is an important issue for them and for residents. Their application speaks about a preliminary plat and preliminary PUD, it did not include a robust landscape plan. All plans will show heavy screening along all borders of the property. That includes, trees, bushes, and berms where needed. That information will be provided once they get to that point of design.

Mayor Bartholomew asked for more information on the Reforestation Policy and how to make sure reforestation is monitored and met for Code and Policy. Interim City Administrator Rand responded after the planting part of the sign off, Staff would go out and inspect. If there is a complaint, they want it brought to Staff's attention so they could go out and look. Mayor Bartholomew asked if the tree inventory would come. Interim City Administrator Rand responded a tree inventory has already been completed for the site. Staff knows what they are working with, they don't have the final because this is the preliminary.

Mr. McKinney responded there are 575 replacement trees identified on the plan. They have determined quickly where some of those trees would be. He stated hearing the concerns of the neighbors, they can re-allocate additional trees at the base of the apartment building and screen it. Mayor Bartholomew asked what type of trees were envisioned. Mr. McKinney responded the trees were in accordance with the street tree planting requirement. They are not coniferous trees. He said a layer of coniferous trees could be placed behind them to create more of a base screening to the street. Mayor Bartholomew wanted to be sure when getting to the site plan, they be cognizant to what the neighborhood would like. Mr. McKinney replied they want the landscape to respond to the architecture. They are waiting for plans to further mature and can make sure they are responding to the needs of the community as expressed.

Councilmember Piekarski Krech stated it was referenced they placed the apartment building in a way that mature trees were saved. She asked to be shown where that happens. She said if they were not the Developer and someone else came in, they could clear cut the piece of property. Mr. McKinney responded they have worked with the landowner on multiple concepts before At Home Apartments approached the landowner. None of them have taken the care that At Home Apartments has in terms of preserving trees. He referenced a diagram stating the western portion alone has over 1,000 inches of trees preserved in the center area. Using the apartment in the location to retain grade allows them to not have to cut into a berm any further than they have to in order to fit buildings. They are trying to preserve the elevation as far as possible in order to tie out grades and avoid retaining walls in the center area. Councilmember Piekarski Krech asked if the whole area would be green space. Mr. McKinney responded yes, it would be preserved and staked.

Councilmember Gliva commented she was trying to think in the eyes of the landowners across the street on 67th. She asked Mr. McKinney if he has ever worked with those neighbors and actually put large trees on their property. Ms. Stefaniak responded that has not been proposed to them before. She said it was something they could discuss and is open to conversations.

Councilmember Dietrich had a question about a resident's comment that the depiction shown was not accurate. She wanted to clarify, because she thought the Applicant said they wanted to scale down the home. She wanted transparency on all sides, so it's known what they are discussing. Mr. Keely responded when the depiction was done, he had everything in a flat plain for distances, he put the grades in the computer model. Instead of constructing the model to look exactly like one of the homes, they took the lot lines, box dimension, and assumed 9-foot floor to floor, 18 feet, and then put an 8/12 pitch on it. They took an aerial graphic and created a reasonable representation of what a house might look like. It could be lower. The homes height could be larger than what was shown in the depiction. He knows for sure the apartment building, on the backside, is accurate for height and elevation. Councilmember Dietrich stated language is important. When someone says they are going to have the sun blocked out for 3 months. That's a very strong statement. She wants all to be working toward a collaborative approach, so all have integrity in what they are speaking on.

Mr. Keely commented on the solar angles stating 164 feet is the south facing side. The sun doesn't go below 45 degrees that time of year. It's pretty hard to even get to the street.

Mayor Bartholomew asked about the house depiction. Mr. Keely responded it was 9 feet floor to floor with an 8/12 pitch. The width of the home was set for 34 feet. The pitch of 8/12 was half of that. Mayor Bartholomew commented they were looking at 28 feet total height from the peak. Mr. Keely replied that was roughly what single family homes were, between a 25-30-foot height.

Mayor Bartholomew stated the height limitation for residential in the area is 35 feet. He asked if they were proposing 35-40 feet. Ms. Stefaniak responded the wall of the structure is 34 feet. Mr. Keely responded the roof would go above that. Each floor is 11 feet floor to floor, 3 stories is 33 feet. In this case the grade steps down about 1 foot below that. That's where they get to 43 feet of the wall. Depending on where the building is and what portion of the building. If a 60-foot-wide building, 1/2 of that is the roof pitch, they tend to do a 6/12 on the lower portion of the roof pitch and do a steeper gable getting to roughly 50 feet to the top of the roof pitch. It's about 16 feet of roof. He said depending on where you are and how it's measured, they say 34 feet of wall, after that it goes up and recedes.

Councilmember Murphy stated residents commented earlier that the base of the apartment building was just 10 feet different. Further information later on was that it was 20 feet different. Mr. Keely

responded the grade drops significantly. The east side is higher than the west side. Mr. McKinney responded for example, an elevation at a corner of what appears to be a road was at 67, further down the road was 49. It goes down fairly steep. Another area was 59. The difference from the street elevation to the 59 elevation was 10 feet. Mr. Keely stated when looking at the siting of the building, it was further east, the further doing anything west with the townhomes, they stuck out of the ground. That portion of the site was actually pretty low. They were trying to keep things further east because it was a good buffer and for stormwater. Also, because townhouses have to sit up on 10 foot retaining walls there because the access is on the south side of the site.

Councilmember Murphy did not understand the explanation on sunlight. He asked if the sun wouldn't be blocked. Mr. Keely stated the building is on the south side, at noon, it's not going to block any light. When the sun sets to the west, it would block infinite amounts of light. Being on the south side and the radius of the sun as it goes around, the sun at noon in December would be 68 degrees. On a 34-foot wall, sun going over the top of the roof would be less than 34 feet. It would not from the south. From the extreme east and west is different.

Commissioner Murphy said they want to save trees, but he wasn't sure it was the two most important things. One of them, to move the apartment building, the response was no. He stated it is frustrating to him as a new Councilmember that this needs to be so difficult. He doesn't understand why they can't look at a bigger picture. As he reads the Code, the reason's Council may approve or deny a preliminary plat, two things were mentioned that stand out to him: if it is compatible with present and future use in the area and surroundings. He was unsure going from single family to apartment building is compatible. Even though it is a fantastic apartment building. He said Code mentions if it impacts the reasonable enjoyment of surrounding properties. He comes back to transition again. He questions how they go from single family homes to the apartment building. He questioned why the apartment building cannot be moved. He felt it was likely a business decision for At Home, which he understands. He commented that it was very frustrating that they cannot seem to find a solution. He asked if the residents that back up to the apartment building would be able to look out their bedroom window and see an apartment building or trees. Ms. Stefaniak responded they would see both. They would likely see the top of the apartment building, but straight forward they would see trees, shrubs, and berming. In backyards they would look across the street first at cars going by, if they don't have their own fences or screening, then see the apartment building landscaping and the apartment building above it. At 164 feet away.

Councilmember Murphy asked about getting construction traffic into the development without using Agate Trail or Alverno, or any of the streets in Settler's Ridge. Ms. Stefaniak responded the recommendation at the Planning Commission was to look at doing a temporary access road during construction. This is something they have discussed and have thought of using the eastern portion of the site not currently being developed. They are open to finding another way in. There may still be an occasional truck going through the development. From a construction truck vehicle, the concern is understood. Councilmember Murphy asked if it was economically viable to move the apartment building. He asked if it was a dealbreaker for At Home.

Councilmember Piekarski Krech stated she didn't hear it said that it was an economic issue, she heard it said that if moving the apartment building and putting townhomes there, the townhomes would sit up higher than the apartment building. In order for them to meet the densities they would also have to take out the greenspace area of mature trees. She didn't hear it said it was money, but aesthetics. Ms. Stefaniak responded there is a density requirement they have to meet before they are financially penalized. If moving the apartment building, it would have to shrink because she is moving it to another area that doesn't work with grading. In order to meet density requirements, structures would

still be put in the same spot. The concern doesn't go away. Instead, there would be more of a wall of structures along the entire 67th Street boundary line rather than a 310 linear foot apartment building. She was unsure moving the apartment building would solve the concern, it may make it worse.

Councilmember Murphy asked if the density requirements were negotiable. City Attorney McCauley Nason responded there is a Comprehensive Plan and density requirements found in the underlying zoning district and other guiding documents. Typically, people negotiate for higher density opposed to lower. The proposal is around 8.6 units for Phase 1. That is the units for net developable area. This is at the very lowest end of the R-C3 Zoning District which requires 8-12 units (medium density residential) per district. R-C3 looks for 12+ dwelling units per acre. She stated the city has a number of density related requirements within the Code. There are other considerations to some of the financial aspects; plat connection fees, development, and other fees projected for the site. Councilmember Murphy asked if it was possible the Council can alter density requirements, that helps the Developer and moves an apartment building. City Attorney McCauley Nason responded it may be possible under the PUD Zoning Ordinance. One of the provisions in that Ordinance states the total number and location of housing units shall be established at the time of the final PUD Plat. If it is something the Council would want to have Staff look at, she requests time to do the math. There is some flexibility.

Mayor Bartholomew asked how to handle the question about reasonable enjoyment and compatibility. He asked if someone meets standards in the zone and mixed use with the PUD, he asked what the touchpoints are for compatible use and a neighbor with different zoning right next to this zoning. He asked how to address compatibility and reasonable enjoyment when the landowner is following Code. City Attorney McCauley Nason responded those are requirements/criteria for evaluation of a proposal for a PUD within the Zoning Ordinance. There is not further guidance or clarity provided within the Zoning Ordinance. She said it was up to the Council to determine whether or not the requirements, which include requirements of the PUD Ordinance, are met. If they are met, there is a strong legal basis to support approval. If not met, the Council needs to articulate what those specific grounds are that are not being met and Council's interpretation. She stated as a Council, they get to interpret their own Ordinances as the Legislative body in this city. If finding the standards are not met in the PUD Ordinance, the Council would need to articulate and provide a rational basis for the decision looking to what specific grounds are not being complied with. If the Council believes that the Ordinance requirements are not being met, the Council is requested to articulate what those Ordinance requirements are that it does not see are met. Then Council would direct Staff to move forward with preparation of a written Resolution of Denial related to incorporate those proposed findings.

She stated the other question was related to whether or not the Council can require the apartment building be moved. That is another option, which is approval but must require the apartment building be relocated within the site. Parameters could be established. For example: must be located at least 1,000 feet south of the northern property line. She stated if this is something the Council is considering, it is advisable Staff make a determination whether or not it exists on the Phase 1 property, an alternate location that would be feasible and practical. The Developer has indicated that is not the case. She was unsure if Staff has done any independent review or analysis. She said in this case, there are not a lot of flexibilities being requested by the Developer. Many times, in a PUD situation there is a Developer requesting variances from setbacks or other zoning requirements. In this case the only real flexibility being requested is dealing with the parking situation.

Ms. Stefaniak said parking came up several times. The site is parked and exceeds parking requirements. For the apartment building there are 89 underground parking stalls for 84 units and 48 surface parking stalls. This is a total of 137 stalls dedicated to the apartment building. She said the requirement the city had was for 157 for the apartment building, they are short 21 stalls. When there is

a deviation, it is allowed provided they save for future proof of parking. In the event it shows they didn't adequately park the building; they have to show they have a place to put the additional 21 spots if needed. That is one of the 17 conditions listed in the Staff report.

Mayor Bartholomew asked if there was give or take. As long as they are not above the maximum or below the minimum, Staff would look and say they are fine where they are at. He questioned if there is input with the Developer regarding density. Interim City Administrator Rand responded that Staff is not negotiating. When a Developer submits a plan, they look to see if it fits the requirements as outlined in the City Ordinance and Comprehensive Plan. They are at that level currently. If the Council wants something different, they need to give Staff that direction.

Councilmember Gliva stated she liked this product. She toured the facility in Mendota Heights. She doesn't think residents are not opposed to the actual density; they are lacking a transition. If that apartment building was anywhere in that space and not where it is now, she felt would be fine. She is frustrated when getting these developments/plans, that someone hasn't looked at it and said, wait, what would the neighbors in the existing single-family think about having a larger apartment building. She said she has nothing negative to say about the plan as far as At Home, she is in favor of the whole development, she is disappointed that they are here now and it's all about where that apartment building is. She felt maybe it could have been addressed sooner.

Mayor Bartholomew said they have heard repeatedly this is the only place the apartment building could go. He asked what the thought was behind this being the place for the building. Ms. Stefaniak responded based on all of the design work they have done, this is where they feel the best place for the apartment building would go, not only because of the access point, but the grading, contours, density requirements. If they start over and redevelop the entire site it increases her costs to truck out and refill, losing some of the great preservation they tried really hard to do. Knowing what some of the other developments have done, they were very conscientious about that. She understands what Councilmember Gliva said about taking the neighbors into consideration. She responded that they did. They could be as high as 70 feet and still be within the Code, guided use, with no variances. It could be a 5-story building. She said that might not seem like a concession. It is a significant concession when talking about construction costs and density. She apologized for the frustration. They took this into consideration and did not propose a massive structure. It could have been the 150 units on the plan and still be within legal conformity. She stated she is not in a disposition to redesign the site today. If that is what she is being asked to do, the answer is no. They may have to have further discussions later if that is the direction Council wants to take.

Mayor Bartholomew asked Ms. Stefaniak if she was willing to take a pause for a further look and if there was value in doing it. Ms. Stefaniak responded they have done that work before with the Planning Commission, when they started working with Staff several months ago, and after Planning Commission, they can do it again but would need better direction from Council as to what can be done. She said it would be direction for density requirements, whether there is a density penalty, what happens with the park. All of this is impacted, it's not simply moving an apartment building. It changes everything about the site. Mayor Bartholomew asked what a density penalty was. Ms. Stefaniak responded it's paying a fee in order to not build. Mayor Bartholomew stated the fee would be higher if the density was lower.

Councilmember Gliva requested more explanation on the density fee. City Attorney McCauley Nason responded it would take her some time to look.

Mayor Bartholomew requested a 10-minute recess at 8:28 p.m. Council returned from recess at 8:40 p.m.

Mayor Bartholomew stated the question was how do they get to this density, what is the density. He said his interpretation is there are density requirements, it has a threshold and there is a need to be somewhere in between as long as meeting density requirements. The report says the Developer is meeting the density requirements and are down to the lowest end in some cases. City Attorney McCauley Nason responded it goes with what is driving proposed density on the site. It's the zoning and Comprehensive Plan guidance. Those two guiding documents establish what the projected anticipated desired density is for the development. It's complicated because it is a phased development. This is the proposed density for Phase 1, a larger project that includes a second phase. Details on the second phase have not been determined.

She stated the second question had to do with a density penalty and what the impact is. She is unable to determine quickly what the different fee or potential penalties may be. If that is information the Council would like she recommends continuing the application to a different meeting date to either the first or second meeting in August, then Staff, including Planning Staff, could have an opportunity to review and provide that information to the Council as well as other information the Council may seek from Staff.

Councilmember Gliva asked if the density went down to 7 and there is a second phase, if the density counts both phases together. She asked if that is overall or if it could be done in pieces. City Attorney McCauley Nason responded density can be looked at overall, there are different ways to address density requirements as part of development contracts to ensure density goals are met for the larger development. She stated she was not aware if the Applicant is seeking some type of change in density or would be amendable to some type of approval. They would have to look at what all those may be because this item speaks of rezoning, and the Comprehensive Plan guidance. There is additional work that needs to be done at Staff level to ensure compliance with those two requirements. If that is something the Developer would entertain, there are other factors with respect to connection fees, the previous extension of sewer and water, cost the city has already incurred to extend utilities up to the northwest area, that would merit evaluation by Staff to be able to provide that information to Council as a part of any decision-making process.

Mayor Bartholomew stated the density proposed is R-3B, 8.4 units per acre and R-3C, 15.5 units per acre. He believes they are calculating in a mix of those. He asked if that was a density range of 8-12 units per acre. Ms. Stefaniak responded yes. Mayor Bartholomew said he didn't know any other way to look at it. It's a number the Developer proposed and meets the city density requirements.

Mayor Bartholomew directed a question to Interim Public Works Director Klay Eckles about construction traffic and if the city was flexible enough to allow for relief temporary access. Interim Public Works Director Eckles believed Engineering Staff has already done preliminary investigations on different options. It goes with the caveat that it is a developing area, and likely within the next five years will experience some vehicle traffic generated by construction. Be it from this project or another. It's like the homes that were built prior generated construction traffic on other streets. He said with every project they look for opportunities to try to minimize construction traffic on local roads used by the residential area. He stated they are looking at that and believe they will find some options with this project. Mayor Bartholomew said it will be difficult with the Argenta realignment and work on 70th Street. He said another roundabout is proposed at 70th and Argenta. Interim Public Works Director Eckles responded there would be detours, it will be monitored and will work with the county to make sure the detours work with residents. They will keep the traffic from using roads as shortcuts, they will be watching and working on it.

Councilmember Piekarski Krech stated she was driving around the communities of West St. Paul, South St. Paul, Eagan, and Inver Grove Heights the last three days. Apartment buildings are in residential

areas near and next to single family homes. She noticed single family homes, apartment buildings, single family home, with no street in between. The neighbors who live on Argenta currently did not want the Settler's Ridge community there. They did not want all the trees taken down for homes to be built there. Those who live over by Target, don't want an apartment building by them. She said she understands. This is change, it's different. She said she is looking at this group trying to do a little bit to save some of the area. The builder that built Settler's Ridge didn't do anything to save the area, the area was clear cut. She stated there are some oak trees she would like to see saved. She said the area is zoned for this; she was unsure how much more transition they can make in terms of the road. She asked they keep those things in mind. If this development does not go in, the next developer may not be as amenable to providing screening and saving some areas, and may clear cut everything down, may not donate land for a park. She said she would like to reach some type of consensus that development is going to happen. The northwest area when she moved to the city was nothing but farm fields with no houses. It has changed immensely. She stated they would like businesses she would love to have public transportation. They have pushed and met with different groups and for some reason they are not at the right end of Met Council for that. She felt maybe it takes citizens to push State and County Representatives and tell them this city wants public transportation. She says they hear it from her, her voice doesn't carry as much weight as residents do.

Mayor Bartholomew stated Planning Commission voted 8/0 to affirm, likely for all reasons mentioned this evening. The densities are right as is the use. They are at the lower end of densities. He said he supports this and believes it to be a good project. In the long run it would be helpful to the community and the area. It would bring in the retail needed. He felt this would help transit come in the long run. He stated he thought it would be a mistake not to approve this. He knows there are concerns of densities. Those can be discussed further if wanted. He stated he is in support of the Ordinance to rezone and the Resolution for the Preliminary Plat.

Councilmember Murphy said it was a fantastic development, he is very impressed. He felt they focused on things less important than other things. He believes the access issue could be solved. As it sits now, he doesn't feel he has enough information with the apartment building located where it is. When talking of transition multiple times, he felt it has a negative impact on all of the Settler's Ridge community. He doesn't think it is reasonable to look out and see the apartment building. He would be more supportive of tabling and asking Staff if there was flexibility with density so there is some relief for the Developer. He questioned if there was a possibility of moving the apartment building. Recommended having our experts work with their experts for an overall better transition. Maybe that means moving it further away from the highest point and closer to 70th. He doesn't want it not to be there but would like more information.

Councilmember Piekarski Krech asked if moving it closer to 70th meant losing the park. Response from the audience was no, they do not lose the park.

Councilmember Murphy stated he would rather it be there and is having a hard time accepting the location and height of that big a structure.

Mayor Bartholomew stated his comment is that the Developer believes that is the only spot for it. He asked Ms. Stefaniak if she would be willing to table this item and take a look at the site with Staff to see if there was any possibility of moving it somewhere else. He asked if they were willing to table for discussion and bring it back before the Council on August 9th. Ms. Stefaniak responded she was willing.

Councilmember Murphy commented that would be very helpful and appreciated. He said there were other things he was hoping Staff could talk with the Developers about. For example: penalties, if there is flexibility on density to give relief to the Developer, and if this appeals to them. Mayor Bartholomew responded the density is where he struggles as they are at the low end of the density. He was unsure if they could go any lower. Ms. Stefaniak responded that was not a question for her to answer. Guided medium density is 8-12 acres, they are at 8.64. Councilmember Murphy asked if Council has the ability to change that. Councilmember Piekarski Krech asked if there could be a discussion about that later. She believed discussion would be needed with Amy and Heather about the northwest area. Councilmember Murphy responded he has read the reports, he felt that ship sailed in 2016.

Mayor Bartholomew stated density may not be something they can decide this evening. There may or may not be wiggle room but is something they can have further discussion about by August 9th. City Attorney McCauley Nason responded further information can be provided regarding density and flexibility and what, if any, flexibility might exist, and what other options there may be with density calculations. Additional conversation can be had between Staff and the Development Team if that is the direction of Council. If that is the direction of Council, there are two things she suggests:

1. Clarify. She understands there is a request for more information about potential density penalties, potential density relief, or ways of reviewing or reconfiguring what it would look like if wanting lower density on the site. Whether that is to be addressed with higher density in Phase 2 or involves a different type of rezoning and maybe a Comprehensive Plan Amendment, this is something Staff can look into and bring back information to Council. She was unsure if August 9th was too soon and suggested making a Motion to continue all Applications (3) 1. Rezoning, 2. Preliminary Plat approval, 3. Preliminary PUD approval, to the second meeting in August, with direction to Staff to send a 60-day extension letter, and;
2. Provide additional information to Council ahead of that meeting regarding density penalties, density relief, and have conversation with the Developer regarding potential site reconfiguration or other related matters.

She stated if there was anything else Council would like information on, direction can be provided to Staff, and Staff can respond as directed.

Mayor Bartholomew asked Ms. Stefaniak what her thoughts were. If they should hold off for further information and further collaboration between her and Staff. Work with density issues and the economics of the development. He questioned if there is value to waiting until then. Ms. Stefaniak was willing to table to have discussion over the next two weeks about what they can do with density. With regards to feasibly going lower in density, she would need time to work the numbers and figure that out. She said she gets a little concerned on a personal level in doing a 60-day extension, the goal with this phase was to begin road construction this year, going out 60 days, it would not be happening and would be pushed to next year.

Mayor Bartholomew responded he was unsure if anyone was at the point to make a Motion to approve. Ms. Stefaniak responded she was willing to table, she would rather have discussion sooner rather than later. City Attorney McCauley Nason stated the 60-day extension letter would just extend the maximum time period allowed which is up to a total of 120 days from the date completed applications are received by the city. She stated her understanding is that Council would prefer information be brought back sooner rather than later. The intention then would be to have that additional information and have the tabled items on the agenda on the first or second meeting in August. She stated there is information being requested from Staff, the Council may entertain having this continued to the second meeting in August to provide time for Staff to get the information requested by Council and not be rushed. The Council packet deadline is next Wednesday for the following meeting.

Mayor Bartholomew asked if the second meeting in August would be realistic. Interim City Administrator Rand responded she would like to work toward that. If having anything notable to bring sooner, they would. Ms. Stefaniak responded that was acceptable.

Councilmember Murphy requested to clarify his comments to illustrate his concerns. He wasn't talking about a Comprehensive Plan Amendment; he was curious if the Council has a mechanism available to address what they are referring to as density penalties. He has no issues personally with the density. He believed At Home has done a tremendous job. Providing some relief so they can entertain moving the apartment building and not being penalized, that is what he was wondering about. He believes the road can be addressed pretty easily, looking for a better transition is his concern. He would rather it be here but is not quite ready with enough information. Mayor Bartholomew did not understand where he was coming from in terms of the penalty. Councilmember Murphy responded it was the words that were used. Mayor Bartholomew stated he doesn't follow it either. He said the bulk standards make it very clear what the densities are, the Applicant comes in very close to the bottom end of the densities. He doesn't understand where that is a penalty. Ms. Stefaniak responded there is an assessment that is going to happen based on unit count. If she doesn't have those unit counts, she is paying for assessments without having revenues to support that assessment. Mayor Bartholomew commented she is referring to the hook up fees. Ms. Stefaniak agreed. She uses the word penalty as a Developer because that is how they view it. She would be assessed for something she didn't build. Mayor Bartholomew said the reason they are at this point is because years ago they put infrastructure in the ground and now they have to pay for it.

Motion by Murphy, second by Gliva, to table this item for AT HOME APARTMENTS, for property located at the northwest quadrant of Hwy 3 and 70th Street; for all three Applications to a future meeting (August 23, 2021) to provide Staff enough time to discuss any mechanisms possible to give the Developer some relief for the density, which would give the opportunity to move the apartment building, and for an overall better transition and to also direct Staff to send a 60-day extension letter related to the Applications.

City Attorney McCauley Nason stated to clarify the Motion is to table all three Applications to the August 23, 2021 meeting to provide Staff the opportunity. Also, to direct Staff to send a 60-day extension letter related to the Applications.

Ayes: 5

Nays: 0 Motion carried.

Engineering:

C. Consider Resolution Awarding Contract for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.). Resolution 2021-203

Interim Public Works Director Eckles stated the Council put the assessments into place for the Good Samaritan Pond earlier. The next step is to award the Contract to the Contractor. The bids were higher than they hoped for, likely due to a shortage of materials. He said they feel it is an emergency project and should be done now before there is further damage. They recommend awarding the Contract to Krueger Excavating Inc. for \$301,439.

Mayor Bartholomew stated the total project is coming in at about \$40,000 over. He asked if there was enough coverage in the Sewer Fund and the Stormwater Utility Fund to cover this. Interim Public Works Director Eckles agreed. He stated there is enough in the funds as well as a contingency. He was

hopeful they would be able to complete the project with less than what was proposed. If it is less, then less would come out of the Stormwater Utility Fund.

Motion by Piekarski Krech second by Dietrich to approve Resolution 2021-203 Awarding Contract for City Project No. 2020-06 Good Samaritan Pond (1301 50th St.).

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

There was no public comment.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated Interim Public Works Director Klay Eckles would be discussing pavement management and the Pavement Management group.

Interim Public Works Director Eckles stated they have a Pavement Management Citizens Task Force they are collecting Applications from residents. The group has not quite been filled. They are looking to get a few more interested parties. They are looking for people to serve for about 8 months with a meeting once or twice a month. They would be discussing items such as:

- Where they would take the Pavement Management Program from here
- What the city priorities should be
- How do we spend the money?
- What types of funding sources are available?
- Look at all different aspects for the Pavement Management Program
- Priorities
- Make a report to Council with recommendations on where to take the program
- A couple more citizens are needed to help

He stated if interested, go to the City Website, under the City News section. There is a quick application form that can be filled out online.

Mayor Bartholomew advised anyone watching, if struggling with the website to make Application, email one of the City Council Members to get set up or call the Interim Public Works Director Klay Eckles at City Hall.

Councilmember Murphy asked how many more would be ideal. Interim Public Works Director Eckles responded they have 7 applications and would like to have 1 City Councilmember on board. It would be good to have at least 10 total, with 10-14 being ideal. Councilmember Murphy asked if they could have 2 Councilmembers and 8 residents. Interim Public Works Director Eckles responded that would be a great minimum. Councilmember Murphy believed he could help find a couple people to help out.

Mayor Bartholomew asked if there were any rules that preclude a sitting Commissioner from being on the advisory group. City Attorney McCauley Nason responded she did not believe so. One cannot serve on more than one Commission at a time, this is an advisory Task Force of a short duration. She does not believe anything in the Code would prohibit participation.

Interim Public Works Director Eckles stated the deadline is the end of the month. The list would be taken to the Council to consider the Applicant's. If there are too many, they would need to make some choices.

Interim Public Works Director Eckles stated we are in a drought. It is official now. The Department of Natural Resources have announced we are at drought status, that brings about certain State Statutes. All cities that operate a Municipal Water System are obligated to take conservation actions as a result of this Declaration. He stated as a city they have already taken some actions to conserve. They have turned off most of the irrigation systems and will only use those when absolutely necessary to keep the grass from actually dying. This will be done to be in compliance with the drought. He stated they are also asking residents, voluntarily, to take voluntary steps to reduce their water use. The largest step is to cut back on irrigation. He requested those that have irrigation systems to turn them off and only turn it on when needed, maybe once a week. Or cut back on normal watering. Until further notice they ask residents to be conscious about how they use water, especially around the yard.

Mayor Bartholomew stated one item needed to be added to the record. It is a letter pertaining to Agenda Item 4F. Consider Resolution 2021-196 Authorizing Easement Acquisition for Regional Storm Water Basin W-006.

Motion by Dietrich second by Piekarski to approve adding a letter pertaining to Agenda Item 4F. Consider Resolution 2021-196 Authorizing Easement Acquisition for Regional Storm Water Basin W-006.

Ayes: 5

Nays: 0 Motion carried.

9. EXECUTIVE SESSION:

10. ADJOURN:

Motion by Gliva, second by Piekarski, to adjourn the meeting at 9:17 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**TITLE: Disbursements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of August 4, 2021 to August 17, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending August 17, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$717,756.14
Debt Service & Capital Projects	116,971.70
Enterprise & Internal Service	218,773.82
Escrows	161,272.48
Grand Total for All Funds	<u><u>\$1,214,774.14</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period August 4, 2021 to August 17, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 17, 2021**

WHEREAS, a list of disbursements for the period ending August 17, 2021 was presented to the City Council for approval.

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

General & Special Revenue	\$717,756.14
Debt Service & Capital Projects	116,971.70
Enterprise & Internal Service	218,773.82
Escrows	161,272.48
Grand Total for All Funds	<u><u>\$1,214,774.14</u></u>

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 8/4/2021 - 8/17/2021

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	2251	08/04/2021	Uniforms	101.43.5200.443.60045	160.50
AFSCME COUNCIL 5	INV0116495	07/16/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	866.58
AFSCME COUNCIL 5	INV0116496	07/16/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	78.80
AXON ENTERPRISES, INC.	INUS002043	08/04/2021	Decker	101.42.4000.421.60045	31.30
AXON ENTERPRISES, INC.	INUS004933	08/17/2021	Mollie Mount- Meade	101.42.4000.421.60045	31.30
CARLOS SOSA VISCARRA	11/06/2017	08/10/2021	Reissue of check#222249	101.45.0000.3413000	246.00
CDW GOVERNMENT INC	J094951	08/17/2021	Monitors	101.47.1400.413.60042	492.12
COLLINS ELECTRICAL CONST.	2132257.01	08/17/2021	traffic light repair	101.43.5200.443.40046	432.41
CONSERVIVE	02/28/2020	02/28/2020	Refund of ACH payment received incorrectly	101.00.0000.3660000	84.11
DAKOTA COUNTY TECHNICAL COLLEGE	837910R	08/10/2021	Fliehr pursuit refresher	101.42.4000.421.50080	250.00
DAKOTA COUNTY TECHNICAL COLLEGE	849646	08/10/2021	Bidon Pursuit Refresher	101.42.4000.421.50080	250.00
DOUGHERTY, MOLENDIA, SOLFEST, HILLS	200236	08/17/2021	Conflict prosecution - Lynch	101.41.1100.413.30700	240.00
DTN, LLC	5978476	08/10/2021	geo software svc	101.44.6000.451.30700	980.00
DTN, LLC	5978476	08/10/2021	geo software svc	101.44.6000.451.30700	980.00
DTN, LLC	5978476	08/10/2021	geo software svc	101.44.6000.451.30700	980.00
EFTPS	INV0116521	07/16/2021	FEDERAL WITHHOLDING	101.203.2030200	61,678.33
EFTPS	INV0116523	07/16/2021	MEDICARE WITHHOLDING	101.203.2030500	18,746.36
EFTPS	INV0116524	07/16/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	57,128.53
EFTPS	INV0117178	07/27/2021	FEDERAL WITHHOLDING	101.203.2030200	51.00
EFTPS	INV0117180	07/27/2021	MEDICARE WITHHOLDING	101.203.2030500	30.14
EFTPS	INV0117181	07/27/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	128.84
EFTPS	INV0117460	07/30/2021	FEDERAL WITHHOLDING	101.203.2030200	62,331.09
EFTPS	INV0117462	07/30/2021	MEDICARE WITHHOLDING	101.203.2030500	18,185.04
EFTPS	INV0117463	07/30/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	54,490.44
EHLERS AND ASSOCIATES, INC.	87922	08/17/2021	NWA Utility Analysis	101.41.1100.413.30700	2,253.75
ELIZABETH SCHMIDT	07/09/2021	08/03/2021	Planning fee reimbursement	101.45.0000.3413000	246.00
EXPERT TREE AND SERVICE AND SCIENC	6167	08/04/2021	Sightline issue	101.43.5200.443.40046	850.00
EXPERT TREE AND SERVICE AND SCIENC	6168	08/04/2021	sightline issue	101.43.5200.443.40046	1,300.00
EXPERT TREE AND SERVICE AND SCIENC	6248	08/10/2021	stump grinding	101.44.6000.451.30700	343.75
EYEMED	164897331	08/10/2021	August 2021 Premium	101.203.2032700	209.51
EYEMED	164897334	08/10/2021	August 2021 Premium	101.203.2032710	8.83
FERRELLGAS	116334311	08/04/2021	Patch truck	101.43.5200.443.60016	70.00
FIRSTSCRIBE	255067	08/10/2021	ROWAY	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0116505	07/16/2021	HSA ELECTION-FAMILY	101.203.2032500	3,073.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0116506	07/16/2021	HSA ELECTION-SINGLE	101.203.2032500	4,820.55
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0117445	07/30/2021	HSA ELECTION-FAMILY	101.203.2032500	3,473.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0117446	07/30/2021	HSA ELECTION-SINGLE	101.203.2032500	5,190.62
GERTENS	114571/12	08/04/2021	pesticide applied signs	101.44.6000.451.60065	20.00
GERTENS	115753/12	08/17/2021	herbicide	101.44.6000.451.60065	1,716.00
GERTENS	115753/12	08/17/2021	herbicide	101.44.6000.451.60065	1,319.40
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVGRV-12107	08/03/2021	Solar gardens May 2021	101.42.4200.423.40020	2,138.13
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVGRV-12107	08/03/2021	Solar gardens May 2021	101.43.5200.443.40020	161.16
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVGRV-12107	08/03/2021	Solar gardens May 2021	101.43.5400.445.40020	1,471.00
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVGRV-12107	08/03/2021	Solar gardens May 2021	101.44.6000.451.40020	1,679.43
HOMETOWN MEATS	2809R	08/17/2021	meals mayor & council special meeting	101.41.1000.413.50075	139.00
ICMA RETIREMENT TRUST - 457	INV0116493	07/16/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0116494	07/16/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0116507	07/16/2021	ICMA-AGE <49	101.203.2031400	5,535.00
ICMA RETIREMENT TRUST - 457	INV0116508	07/16/2021	ICMA-AGE <49 %	101.203.2031400	7,402.88
ICMA RETIREMENT TRUST - 457	INV0116509	07/16/2021	ICMA-AGE 50+	101.203.2031400	6,005.29
ICMA RETIREMENT TRUST - 457	INV0116510	07/16/2021	ICMA-AGE 50+ %	101.203.2031400	1,349.64
ICMA RETIREMENT TRUST - 457	INV0116518	07/16/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0116519	07/16/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0116520	07/16/2021	ROTH-AGE <49 %	101.203.2032400	220.28
ICMA RETIREMENT TRUST - 457	INV0117437	07/30/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0117438	07/30/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0117447	07/30/2021	ICMA-AGE <49	101.203.2031400	5,535.00
ICMA RETIREMENT TRUST - 457	INV0117448	07/30/2021	ICMA-AGE <49 %	101.203.2031400	7,793.80
ICMA RETIREMENT TRUST - 457	INV0117449	07/30/2021	ICMA-AGE 50+	101.203.2031400	6,005.29
ICMA RETIREMENT TRUST - 457	INV0117450	07/30/2021	ICMA-AGE 50+ %	101.203.2031400	1,405.46
ICMA RETIREMENT TRUST - 457	INV0117457	07/30/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0117458	07/30/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0117459	07/30/2021	ROTH-AGE <49 %	101.203.2032400	222.77
INNOVATIVE OFFICE SOLUTIONS	SUM-062536	08/03/2021	July 2021	101.45.3300.419.60040	152.36
INNOVATIVE OFFICE SOLUTIONS	SUM-062536	08/03/2021	July 2021	101.45.3300.419.60040	(19.82)
L.T.G. POWER EQUIPMENT	261000	08/04/2021	forestry helmet	101.44.6000.451.60045	84.99
LELS	INV0116511	07/16/2021	UNION DUES (LELS)	101.203.2031000	145.00
LOCAL GOVERNMENT INFORMATION SYS`	50720	08/10/2021	Logis-	101.42.4000.421.70501	2,194.00
LOCAL GOVERNMENT INFORMATION SYS`	50741	08/17/2021	Internet services	101.47.1400.413.40035	1,918.00
LOCAL GOVERNMENT INFORMATION SYS`	50764	08/17/2021	Network Config	101.47.1400.413.40035	1,250.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
LOCAL GOVERNMENT INFORMATION SYS	50812	08/17/2021	VPN Tokens	101.47.1400.413.40035	214.00
LOOM LODGE	7/15/2020	08/10/2021	Reissue of check #232193	101.42.0000.3211000	89.25
MADISON NATIONAL LIFE INSURANCE COI	1453352R	08/17/2021	Life Insurance 8.2021	101.203.2031700	3,843.13
MADISON NATIONAL LIFE INSURANCE COI	1453352R	08/17/2021	Life Insurance 8.2021	101.203.2031700	52.26
MADISON NATIONAL LIFE INSURANCE COI	1453352R	08/17/2021	Life Insurance 8.2021	101.203.2031700	19.00
MATRIX COMMUNICATIONS, INC.	M003088	08/04/2021	phone support	101.47.1400.413.30700	75.00
MATRIX COMMUNICATIONS, INC.	M003708	08/17/2021	Phone maint	101.47.1400.413.40035	9,861.00
Michael A. Madigan	2096	08/04/2021	ditch mowing	101.44.6000.451.30700	130.00
Michael A. Madigan	2097	08/04/2021	cemetery mowing	101.44.6000.451.30700	250.00
Michael A. Madigan	2101	08/10/2021	lawn care for dixie and concord	101.45.3000.419.30700	139.26
MINNESOTA DEPARTMENT OF HUMAN SEI	INV0118546	08/13/2021	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SEI	INV0118547	08/13/2021	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF HUMAN SEI	INV0118548	08/13/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SEI	INV0118549	08/13/2021	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF LABOR & INDUSTRY	08/17/2021	08/17/2021	Building permit surcharge Jul 2021	101.207.2070100	4,134.18
MN DEPT OF LABOR & INDUSTRY	08/17/2021	08/17/2021	Building permit surcharge Jul 2021	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE (PAYROLL)	INV0116522	07/16/2021	STATE WITHHOLDING	101.203.2030300	26,959.31
MN DEPT OF REVENUE (PAYROLL)	INV0117179	07/27/2021	STATE WITHHOLDING	101.203.2030300	35.15
MN DEPT OF REVENUE (PAYROLL)	INV0117461	07/30/2021	STATE WITHHOLDING	101.203.2030300	27,045.84
MN LIFE INSURANCE CO	8/1/2021	08/17/2021	Life Insurance 8.2021	101.45.3300.419.20620	17.43
MN LIFE INSURANCE CO	8/1/2021	08/17/2021	Life Insurance 8.2021	101.45.3300.419.20620	136.18
MN LIFE INSURANCE CO	8/1/2021	08/17/2021	Life Insurance 8.2021	101.45.3300.419.20620	4,694.79
MTI DISTRIBUTING CO	1314450-00	08/04/2021	irrigation supplies	101.44.6000.451.40047	196.56
NDC4	80921-A	08/17/2021	Cable TV broadcasting	101.47.1400.413.40035	8,836.00
NEOGOV	INV-21385	08/04/2021	Neogov systems training	101.41.1100.413.30500	1,300.00
NFPA	08/17/2021 Jeff	08/17/2021	Reissue of check #234810	101.42.4200.423.50070	175.00
NFPA	08/17/2021 Judy	08/17/2021	Reissue of check #234810	101.42.4200.423.50070	175.00
NORTHERN SALT INC	22832	08/04/2021	calcium chloride	101.43.5200.443.40046	7,870.50
NORTHERN STAR COUNCIL	06/08/2021	08/03/2021	Learning for life renewal	101.42.4000.421.50078	300.00
NORTHSTAR MUDJACKING & MORE	3044	08/04/2021	Road repair	101.43.5200.443.40046	375.00
OXYGEN SERVICE COMPANY, INC	3500689	08/10/2021	OSC Steel	101.42.4000.421.60065	58.34
OXYGEN SERVICE COMPANY, INC	3490226	08/17/2021	OSC	101.42.4000.421.60065	58.34
PERA	INV0116512	07/16/2021	PERA COORDINATED PLAN	101.203.2030600	44,735.26
PERA	INV0116513	07/16/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,441.21
PERA	INV0116514	07/16/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0116515	07/16/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0116516	07/16/2021	PERA POLICE & FIRE PLAN	101.203.2030600	22,096.21
PERA	INV0116517	07/16/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	33,144.30
PERA	CM0003344	07/27/2021	PERA COORDINATED PLAN	101.203.2030600	(135.08)
PERA	CM0003345	07/27/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	(10.39)
PERA	INV0117170	07/27/2021	PERA COORDINATED PLAN	101.203.2030600	135.08
PERA	INV0117171	07/27/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	10.39
PERA	INV0117176	07/27/2021	PERA COORDINATED PLAN	101.203.2030600	135.08
PERA	INV0117177	07/27/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	10.39
PERA	INV0117451	07/30/2021	PERA COORDINATED PLAN	101.203.2030600	45,729.74
PERA	INV0117452	07/30/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,517.66
PERA	INV0117453	07/30/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0117454	07/30/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0117455	07/30/2021	PERA POLICE & FIRE PLAN	101.203.2030600	22,273.94
PERA	INV0117456	07/30/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	33,410.90
PRECISE MRM	200-1031910	08/04/2021	Precise trackers	101.43.5200.443.30700	15.94
RUFFRIDGE-JOHNSON	RA00824	08/17/2021	Rental	101.43.5100.442.40050	600.00
SOUTH METRO SWAT	8/10/2021	08/17/2021	SWAT	101.42.4000.421.50075	318.38
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	101.41.1100.413.50025	16.20
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	101.41.1100.413.50025	45.90
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	101.41.1100.413.50025	409.50
STREICHER'S	I1515557	08/04/2021	Reserve Irritant holsters	101.42.4000.421.60065	219.92
STREICHER'S	I1516083	08/10/2021	Easy Wedge- Streichers	101.42.4000.421.60065	81.97
STREICHER'S	I1516427	08/10/2021	Easy Wedge	101.42.4000.421.60065	35.99
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.41.1100.413.30550	26.60
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.41.2000.415.30550	86.68
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.42.4000.421.30550	355.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.43.5100.442.30550	64.99
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.44.6000.451.30550	54.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.45.3000.419.30550	24.36
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.45.3300.419.30550	48.30
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	101.47.1400.413.30550	44.80
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.41.1100.413.30550	26.60
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.41.2000.415.30550	86.68
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.42.4000.421.30550	355.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	101.43.5100.442.30550	64.99

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.44.6000.451.30550	54.96
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.45.3000.419.30550	24.36
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.45.3300.419.30550	48.30
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	101.47.1400.413.30550	44.80
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.41.1100.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.41.2000.415.30550	5.14
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.42.4000.421.30550	138.62
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.43.5100.442.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.45.3000.419.30550	13.86
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.45.3300.419.30550	30.80
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	101.47.1400.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.41.1100.413.30550	4.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.41.1300.413.30550	4.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.41.2000.415.30550	6.91
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.42.4000.421.30550	34.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.42.4200.423.30550	4.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.43.5000.441.30550	2.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.43.5100.442.30550	9.02
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.43.5200.443.30550	4.02
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.44.6000.451.30550	5.19
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.45.3000.419.30550	1.80
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	101.45.3300.419.30550	4.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.41.1100.413.30550	1.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.41.1300.413.30550	1.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.41.2000.415.30550	2.42
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.42.4000.421.30550	11.90
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.42.4200.423.30550	1.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.43.5000.441.30550	0.70
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.43.5100.442.30550	3.15
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.43.5200.443.30550	1.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.44.6000.451.30550	1.81
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.45.3000.419.30550	0.64
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	101.45.3300.419.30550	1.40
TEXAS STATE DISBURSEMENT UNIT	INV0118545	08/13/2021	CASE #0012022247	101.203.2032100	230.77
TOTAL TOOL SUPPLY, INC	1468960	08/04/2021	Misc Supplies	101.43.5200.443.60016	31.96
UNIFIRST CORPORATION	638294	08/04/2021	Uniforms	101.43.5200.443.60045	125.75
UNIFIRST CORPORATION	638294	08/04/2021	Uniforms	101.43.5200.443.60045	21.14
UNIFIRST CORPORATION	638294	08/04/2021	Uniforms	101.43.5200.443.60045	14.24
UNIFIRST CORPORATION	638294	08/04/2021	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	641062	08/10/2021	Shop rentals	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	641062	08/10/2021	Shop rentals	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	639703	08/17/2021	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	639703	08/17/2021	Uniforms	101.43.5200.443.60045	105.75
UNIFIRST CORPORATION	639703	08/17/2021	Uniforms	101.43.5200.443.60045	23.79
UNIFIRST CORPORATION	639703	08/17/2021	Uniforms	101.43.5200.443.60045	14.24
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.41.1100.413.30550	7.98
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.41.1300.413.30550	5.32
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.41.2000.415.30550	14.50
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.42.4000.421.30550	74.48
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.42.4200.423.30550	5.32
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.43.5000.441.30550	2.66
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.43.5100.442.30550	14.63
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.43.5200.443.30550	5.32
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.44.6000.451.30550	6.88
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.45.3000.419.30550	4.78
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.45.3300.419.30550	15.96
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	101.47.1400.413.30550	10.64
US INTERNET	2841835	08/04/2021	Spam filtering	101.47.1400.413.40035	230.00
VERIFIED CREDENTIALS, INC.	319859	08/17/2021	Background check Invoice	101.41.1100.413.30500	311.75
VERIFIED CREDENTIALS, INC.	320945	08/17/2021	Background check invoice	101.41.1100.413.30500	249.00
VOLUNTEER FIREFIGHTERS BENEFIT	11/05/20	08/10/2021	Reissue of check#233316	101.42.4200.423.50070	6.00
WI SCTF (WI SUPPORT COLLECTIONS TRU	INV0117444	07/30/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WINFIELD SOLUTIONS, LLC	64590091	08/10/2021	maint supply	101.44.6000.451.60030	120.52
WINFIELD SOLUTIONS, LLC	64590091	08/10/2021	maint supply	101.44.6000.451.60030	6,222.00
WINFIELD SOLUTIONS, LLC	64606296	08/10/2021	maint supply	101.44.6000.451.60016	6,120.00
WSB & ASSOCIATES, INC.	R-017699-000-5R	08/17/2021	PW Director Services	101.43.5000.441.30700	6,000.00
ZACK'S, INC.	35083	08/04/2021	SMALL TOOLS	101.43.5200.443.60040	416.52
ZACK'S, INC.	35095	08/04/2021	SMALL TOOLS	101.43.5200.443.60040	111.92
Fund: 101 - GENERAL FUND					696,058.24
BRIAN J. HALLERMANN	20214	08/17/2021	CVB photographer	201.44.1600.465.50025	100.00
RIVER HEIGHTS CHAMBER OF COMMERCE	10979R	08/17/2021	Vikings VIP Training Camp	201.44.1600.465.50025	500.00
RIVER HEIGHTS CHAMBER OF COMMERCE	1973R	08/17/2021	service contract	201.44.1600.465.30700	6,127.16
STACY ANN BROOKS	357R	08/17/2021	blogging	201.44.1600.465.50025	215.00
STACY ANN BROOKS	359	08/17/2021	proofreading new visitors guide	201.44.1600.465.50025	215.00
Fund: 201 - C.V.B. FUND					7,157.16

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
BLOOMINGTON THEATRE AND ART CENTER	1456R	08/04/2021	Arts & Crafts at home	204.44.6100.452.30700	593.00
EAGAN WAVE SOCCER CLUB	8/13/2019	08/10/2021	Refund for overpayment on field rentals	204.44.0000.3471000	90.00
KAPLAN, JEREMIAH	12/08/20	08/10/2021	Reissue of check#233833	204.44.0000.3470000	35.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	204.44.6100.452.30550	24.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	204.44.6100.452.30550	24.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	204.44.6100.452.30550	3.26
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	204.44.6100.452.30550	1.17
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	204.44.6100.452.30550	4.35
Fund: 204 - RECREATION FUND					776.58
2ND WIND EXERCISE, INC.	21-068671R	08/04/2021	fitness equip repairs	205.44.6200.453.40042	90.00
AQUA LOGIC, INC.	51637	08/10/2021	repairs to Spa	205.44.6200.453.40040	848.00
CLIFTON, MATT	12/03/2020R	08/17/2021	Reissue of check #233784	205.44.0000.3493501	65.25
J.H. LARSON COMPANY	S102535698.001	08/04/2021	VMCC light bulbs	205.44.6200.453.60016	109.46
J.H. LARSON COMPANY	S102535698.001	08/04/2021	VMCC light bulbs	205.44.6200.453.60016	109.47
NASSEFF PLUMBING & HEATING, INC.	33736	08/17/2021	replaced return fan on RF5	205.44.6200.453.40040	2,332.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	205.44.6200.453.30550	12.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	205.44.6200.453.30550	43.59
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	205.44.6200.453.30550	12.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	205.44.6200.453.30550	12.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	205.44.6200.453.30550	12.76
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	205.44.6200.453.30550	43.59
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055172CR	06/29/2021	21-Jul	205.44.6200.453.30550	(2.06)
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055172CR	06/29/2021	21-Jul	205.44.6200.453.30550	(2.06)
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	205.44.6200.453.30550	8.09
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	205.44.6200.453.30550	2.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	205.44.6200.453.30550	2.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	205.44.6200.453.30550	0.84
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	205.44.6200.453.30550	0.84
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	205.44.6200.453.30550	2.83
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	205.44.6200.453.30550	2.66
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	205.44.6200.453.30550	10.71
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	205.44.6200.453.30550	2.66
Fund: 205 - COMMUNITY CENTER					3,728.73
HOISINGTON KOEGLER GROUP INC.	020-056-7	08/04/2021	small area plan south of 55	290.45.3000.419.30700	5,030.00
HOISINGTON KOEGLER GROUP INC.	020-056-6	08/10/2021	small area plan for south of 55	290.45.3000.419.30700	5,000.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	290.45.3000.419.30550	1.54
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	290.45.3000.419.30550	1.54
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055172	06/29/2021	21-Jul	290.45.3000.419.30550	1.54
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	290.45.3000.419.30550	0.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	290.45.3000.419.30550	0.07
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	290.45.3000.419.30550	0.54
Fund: 290 - EDA OPERATING					10,035.43
EXPERT TREE AND SERVICE AND SCIENCE	6242R	08/17/2021	tree/brush removal at Vista Pines	402.44.6000.451.30700	15,100.00
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	402.44.6000.451.50025	190.80
Fund: 402 - PARK ACQ. & DEV. FUND					15,290.80
METROPOLITAN COUNCIL	8/13/2021	08/17/2021	MCES SAC BP	404.217.2170000	7,380.45
Fund: 404 - SEWER CONNECTION FUND					7,380.45
KIMLEY-HORN & ASSOCIATES, INC.	19271822	08/10/2021	Cahill Trunk Drainage	436.73.5900.736.30300	9,672.84
MN POLLUTION CONTROL AGENCY	10000128292	08/10/2021	Cahill Trunk Drainage	436.73.5900.736.30300	187.98
Fund: 436 - 2016 IMPROVEMENT FUND					9,860.82
PIONEER ENGINEERING	210804011	08/17/2021	land title survey for 8296 Babcock Trail	437.73.5900.737.30700	4,500.00
PROFESSIONAL SERVICE INDUSTRIES INC	773344	08/04/2021	phase 1 ESA for project 17-01	437.73.5900.737.30700	1,750.00
Fund: 437 - 2017 IMPROVEMENT FUND					6,250.00
AMERICAN ENGINEERING TESTING, INC.	INV-1287M	08/10/2021	Delaney Court/Delaney Circle	440.74.5900.740.30700	6,126.00
BARR ENGINEERING COMPANY	23191446.00-12	08/10/2021	Old Village Drainage Study	440.74.5900.740.30300	1,429.00
BARR ENGINEERING COMPANY	23191446.00-12	08/10/2021	Old Village Drainage Study	440.74.5900.740.30300	1,429.00
EHLERS AND ASSOCIATES, INC.	87923	08/17/2021	FMP Updates 7.2021	440.74.5900.740.30700	573.75
KENNEDY & GRAVEN	162363	08/10/2021	Review Reallocation 2017B Bond Proceeds	440.74.5900.740.30150	651.00
KIMLEY-HORN & ASSOCIATES, INC.	19076396	08/10/2021	Delaney Circle/Court	440.74.5900.740.30300	5,750.39
KIMLEY-HORN & ASSOCIATES, INC.	19271821	08/10/2021	Carleda Way Street Reconstructiiton	440.74.5900.740.30300	8,248.90
KIMLEY-HORN & ASSOCIATES, INC.	19330861	08/17/2021	Delaney Circle/Delaney Court	440.74.5900.740.30300	11,006.70
Fund: 440 - PAVEMENT MANAGEMENT PROJ					35,214.74
BARR ENGINEERING COMPANY	23190328.20-18	08/10/2021	Eagles Landing	441.74.5900.741.30300	321.50
BARR ENGINEERING COMPANY	23190328.20-18	08/10/2021	Eagles Landing	441.74.5900.741.30300	464.00
BARR ENGINEERING COMPANY	23190328.20-18	08/10/2021	Eagles Landing	441.74.5900.741.30300	1,595.50
BARR ENGINEERING COMPANY	23190328.20-18	08/10/2021	Eagles Landing	441.74.5900.741.30300	252.00
BARR ENGINEERING COMPANY	23190328.20-18	08/10/2021	Eagles Landing	441.74.5900.741.30300	728.00
EXPERT TREE AND SERVICE AND SCIENCE	6211	08/10/2021	Stormwater	441.74.5900.741.40066	3,000.00
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVGRV-12107	08/03/2021	Solar gardens May 2021	441.74.5900.741.40020	912.99
KIMLEY-HORN & ASSOCIATES, INC.	19271826	08/10/2021	MS4 Update	441.74.5900.741.30300	2,392.95

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
M & J SERVICES, LLC	2411	08/04/2021	Catch basin repair	441.74.5900.741.40066	1,285.00
M & J SERVICES, LLC	2412	08/04/2021	Catch basin repair	441.74.5900.741.40066	1,585.00
M & J SERVICES, LLC	2413	08/04/2021	catch basin repair	441.74.5900.741.40066	1,120.00
M & J SERVICES, LLC	2421	08/17/2021	CATCH BASIN REPAIRS	441.74.5900.741.40066	1,495.00
M & J SERVICES, LLC	2422	08/17/2021	CATCH BASIN REPAIR	441.74.5900.741.40066	2,540.00
M & J SERVICES, LLC	2423	08/17/2021	Catch Basin repair	441.74.5900.741.40066	1,570.00
M & J SERVICES, LLC	2424	08/17/2021	Catch basin Repair	441.74.5900.741.40066	670.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	441.74.5900.741.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	441.74.5900.741.30550	11.55
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	441.74.5900.741.30550	3.01
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	441.74.5900.741.30550	1.05
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	441.74.5900.741.30550	3.99
Fund: 441 - STORM WATER MANAGEMENT					19,963.09
WSB & ASSOCIATES, INC.	R-012429-000-21R	08/10/2021	Reissue of check #234832	446.74.5900.746.30300	1,625.25
WSB & ASSOCIATES, INC.	R-014154-000-22R	08/10/2021	Reissue of check #234832	446.74.5900.746.30300	693.25
WSB & ASSOCIATES, INC.	0-001702-270-24	08/10/2021	65th Street (TH 3 to Babcock)	446.74.5900.746.30300	1,522.50
Fund: 446 - NW AREA					3,841.00
KIMLEY-HORN & ASSOCIATES, INC.	19271811	08/10/2021	Argenta Trail Drainage	448.74.5900.748.30300	999.05
Fund: 448 - NWA - STORM WATER					999.05
BARR ENGINEERING COMPANY	23190218.00-297	08/03/2021	Pine bend landfill permitting assistance	451.75.5900.751.30700	6,352.50
GREEN LIGHTS RECYCLING INC	21-4613	08/04/2021	Recycled light bulbs	451.45.3000.419.40025	437.65
HOISINGTON KOEGLER GROUP INC.	020-041-8	08/04/2021	small area plan for NWA	451.45.3000.419.30700	277.00
Fund: 451 - HOST COMMUNITY FUND					7,067.15
EHLERS AND ASSOCIATES, INC.	87741	08/17/2021	2020 TIF Reporting	453.57.9000.570.30150	1,275.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					1,275.00
BARR ENGINEERING COMPANY	23191452.00-8	08/10/2021	Good Samaritan Pond	470.77.5900.770.30300	6,454.00
KIMLEY-HORN & ASSOCIATES, INC.	19230036	08/04/2021	VMCC east pkg lot construction svcs	470.44.5900.770.30300	2,978.70
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	470.77.5900.770.50025	396.90
Fund: 470 - 2020 IMPROVEMENT FUND					9,829.60
AMERICAN FLAGPOLE & FLAG CO	165203	08/10/2021	Flags for arbor point water tower	501.50.7100.512.60016	108.95
CITY OF BLOOMINGTON	19599	08/17/2021	water samples	501.50.7100.512.30700	420.00
CORE & MAIN LP	P235247	08/04/2021	Hydrant Parts	501.50.7100.512.40043	1,236.54
CORE & MAIN LP	P235487	08/04/2021	Meter parts	501.50.7100.512.40043	1,397.06
CORE & MAIN LP	P326102	08/04/2021	NEW METERS	501.50.7100.512.75500	2,277.42
CORE & MAIN LP	P333681	08/10/2021	Misc parts	501.50.7100.512.60016	91.95
DALCO CORPORATION	3733545	08/10/2021	cleaning supplies	501.50.7100.512.60011	259.41
GIP III ZEPHYR ACQUISITION PARTNERS, L INVRGRV-12107		08/03/2021	Solar gardens May 2021	501.50.7100.512.40020	25,522.37
GIP III ZEPHYR ACQUISITION PARTNERS, L INVRGRV-22107		08/03/2021	Solar gardens May 2021	501.50.7100.512.40020	8,288.69
GOPHER STATE ONE-CALL	1070483	08/10/2021	gopher one tickets	501.50.7100.512.30700	716.85
GRAINGER	9008348139	08/10/2021	Misc Supplies	501.50.7100.512.60016	13.94
HAWKINS, INC.	4989493	08/04/2021	chlorine	501.50.7100.512.60019	892.00
HAWKINS, INC.	4992345	08/10/2021	chemicals	501.50.7100.512.60019	9,194.07
HAWKINS, INC.	4994535	08/10/2021	Chemicals	501.50.7100.512.60019	1,969.59
JB CONTROLS, INC.	2639	08/04/2021	Building maintenance	501.50.7100.512.40040	592.04
LONE OAK COMPANIES	87770	08/10/2021	Process Statements 7.2021 (50%)	501.50.7100.512.30700	524.83
LONE OAK COMPANIES	87770	08/10/2021	Process Statements 7.2021 (50%)	501.50.7100.512.30700	524.84
LONE OAK COMPANIES	87770 CR	08/10/2021	Postage Credit 7.2021 (50%)	501.50.7100.512.30700	(157.93)
LONE OAK COMPANIES	87770 CR	08/10/2021	Postage Credit 7.2021 (50%)	501.50.7100.512.30700	(157.93)
MINNESOTA DEPARTMENT OF HEALTH	8/9/2021	08/17/2021	Community Water Supply Service Connection F	501.207.2070100	19,578.51
SHERWIN-WILLIAMS CO.	4859-4	08/17/2021	paint for treatment plant	501.50.7100.512.60016	123.83
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	501.50.7100.512.30550	40.85
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	501.50.7100.512.30550	40.85
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	501.50.7100.512.30550	6.20
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	501.50.7100.512.30550	2.20
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	501.50.7100.512.30550	11.97
VESSCO INC	83881	08/17/2021	building maintenance	501.50.7100.512.40040	602.78
Fund: 501 - WATER UTILITY FUND					74,121.88
CORE & MAIN LP	P202886	08/04/2021	Forest Haven	502.51.7200.514.40042	647.74
ESS BROTHERS & SONS INC	BB5788	08/10/2021	manhole rings	502.51.7200.514.40042	740.50
FLEXIBLE PIPE TOOL COMPANY	26475	08/04/2021	sewer camera	502.51.7200.514.40043	8,464.85
GERTENS	90962/6	08/10/2021	sewer manhole project	502.51.7200.514.60016	137.25
GIP III ZEPHYR ACQUISITION PARTNERS, L INVRGRV-12107		08/03/2021	Solar gardens May 2021	502.51.7200.514.40020	590.25
QUALITY FLOW SYSTEMS, INC.	41299	08/10/2021	Forest haven lift station service call	502.51.7200.514.40043	853.00
RUMPCA SERVICES	51870	08/10/2021	force main issue	502.51.7200.514.40043	369.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	502.51.7200.514.30550	24.61
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	502.51.7200.514.30550	24.61
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	502.51.7200.514.30550	3.81
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	502.51.7200.514.30550	1.34
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	502.51.7200.514.30550	9.31
Fund: 502 - SEWER UTILITY FUND					11,866.27

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ARTISAN BEER COMPANY	3485698	08/04/2021	GC beer for resale	503.52.8300.524.76150	549.20
ARTISAN BEER COMPANY	3466990	08/10/2021	GC beer for resale	503.52.8300.524.76150	353.40
BREAKTHRU BEVERAGE MINNESOTA	340400159	08/04/2021	GC beer for resale	503.52.8300.524.76150	320.60
BREAKTHRU BEVERAGE MINNESOTA	34069066	08/10/2021	GC beer for resale	503.52.8300.524.76150	826.20
COCA COLA BOTTLING COMPANY	3607211348	08/04/2021	GC bev for resale	503.52.8300.524.76100	1,187.24
COCA COLA BOTTLING COMPANY	3607211349CR	08/04/2021	GC credit for returned cansiters	503.52.8300.524.76100	(150.00)
COCA COLA BOTTLING COMPANY	3607211415	08/04/2021	GC bev for resale	503.52.8300.524.76100	1,567.25
COCA COLA BOTTLING COMPANY	3607211475	08/10/2021	GC pop/water for resale	503.52.8300.524.76100	935.62
COCA COLA BOTTLING COMPANY	3607211538	08/10/2021	GC pop/eater for resale	503.52.8300.524.76100	850.11
COLLEGE CITY BEVERAGE	711745	08/04/2021	GC beer for resale	503.52.8300.524.76150	551.20
COLLEGE CITY BEVERAGE	717689	08/10/2021	GC beer for resale	503.52.8300.524.76150	403.65
COVERALL OF THE TWIN CITIES INC	1590010027	08/10/2021	club house cleaning svcs	503.52.8500.526.40040	1,124.81
DRAFT TECHNOLOGIES	7302103	08/10/2021	GC equip repairs	503.52.8300.524.40042	55.00
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVNRGRV-12107	08/03/2021	Solar gardens May 2021	503.52.8600.527.40020	102.58
HEGGIES PIZZA	1000931015	08/04/2021	GC food for resale	503.52.8300.524.76050	201.65
HEGGIES PIZZA	1000945017	08/10/2021	GC food for resale	503.52.8300.524.76050	201.65
HOBART CORPORATION	35153798	08/04/2021	GC slicer repairs	503.52.8300.524.40042	956.32
JJ TAYLOR DIST. COMPANY OF MN	3209290	08/04/2021	GC beer for resale	503.52.8300.524.76150	754.80
JJ TAYLOR DIST. COMPANY OF MN	3217116	08/10/2021	GC beer for resale	503.52.8300.524.76150	854.60
M. AMUNDSON LLP	324927	08/04/2021	GC food for resale	503.52.8300.524.76050	207.25
M. AMUNDSON LLP	325323	08/10/2021	GC food for resale	503.52.8300.524.76050	220.98
M. AMUNDSON LLP	325777	08/10/2021	GC food for resale	503.52.8300.524.76050	233.09
MANSFIELD OIL COMPANY	22485810	08/04/2021	fuel for equip	503.52.8600.527.60021	2,090.91
MANSFIELD OIL COMPANY	22485856	08/04/2021	fuel for equip	503.52.8600.527.60021	2,417.29
MANSFIELD OIL COMPANY	22485861	08/04/2021	fuel for golf carts	503.52.8400.525.60021	1,202.83
MANSFIELD OIL COMPANY	22506937	08/10/2021	GC fuel for carts	503.52.8400.525.60021	1,411.22
MN GOLF ASSOCIATION, INC.	511245	08/10/2021	GHIN handicaps	503.52.8000.521.70250	730.00
PHILLIPS WINE & SPIRITS	6234856	08/04/2021	GC liquor for resale	503.52.8300.524.76150	142.28
PHILLIPS WINE & SPIRITS	6237738	08/04/2021	GC liquor for resale	503.52.8300.524.76150	1,277.46
PHILLIPS WINE & SPIRITS	6245347	08/10/2021	GC liquor for resale	503.52.8300.524.76150	732.85
PHILLIPS WINE & SPIRITS	6249105	08/10/2021	GC liquor for resale	503.52.8300.524.76150	230.30
PHILLIPS WINE & SPIRITS	633585R	08/10/2021	took wrong cr amount	503.52.8300.524.76150	5.00
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	503.52.8000.521.30550	11.20
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	503.52.8600.527.30550	21.70
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	503.52.8000.521.30550	11.20
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	503.52.8600.527.30550	21.70
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055172		06/29/2021	21-Jul	503.52.8000.521.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	503.52.8600.527.30550	2.01
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	503.52.8600.527.30550	0.71
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	503.52.8000.521.30550	2.66
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	503.52.8600.527.30550	5.32
US FOODSERVICE	3376191	08/04/2021	GC food/supplies for resale	503.52.8300.524.76100	1,255.92
US FOODSERVICE	3376191	08/04/2021	GC food/supplies for resale	503.52.8300.524.76100	78.95
US FOODSERVICE	3376191	08/04/2021	GC food/supplies for resale	503.52.8300.524.76100	184.57
US FOODSERVICE	3521245	08/04/2021	GC food for resale	503.52.8300.524.76100	158.27
US FOODSERVICE	3521245	08/04/2021	GC food for resale	503.52.8300.524.76100	144.28
US FOODSERVICE	3521245	08/04/2021	GC food for resale	503.52.8300.524.76100	919.04
US FOODSERVICE	3672903	08/10/2021	GC Food for resale	503.52.8300.524.60065	939.51
US FOODSERVICE	3672903	08/10/2021	GC Food for resale	503.52.8300.524.60065	91.16
US FOODSERVICE	3728530	08/10/2021	GC food for resale	503.52.8300.524.76050	49.62
US FOODSERVICE	3814193	08/10/2021	food & supplies for food sales	503.52.8300.524.76100	72.77
US FOODSERVICE	3814193	08/10/2021	food & supplies for food sales	503.52.8300.524.76100	225.81
US FOODSERVICE	3814193	08/10/2021	food & supplies for food sales	503.52.8300.524.76100	986.20

Fund: 503 - INVER WOOD GOLF COURSE
27,752.34

HEPPNER'S AUTO BODY	47450	08/04/2021	Repair to Police Vehicle #26 CI #110194	602.00.2100.415.40048	10,734.27
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055167R		06/29/2021	06/21/2021	602.00.2100.415.30550	1.67
TASC GENESIS EMPLOYEE BENEFITS, INC IN2055169R		06/29/2021	07/21/2021	602.00.2100.415.30550	1.67
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061556		07/08/2021	1-Jul	602.00.2100.415.30550	0.05
TASC GENESIS EMPLOYEE BENEFITS, INC IN2061557		07/08/2021	1-Jul	602.00.2100.415.30550	0.04
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	602.00.2100.415.30550	0.13

Fund: 602 - RISK MANAGEMENT
10,737.83

CUMMINS INC.	E4-42132	06/15/2021	Switch, Pressure	603.00.5300.444.40041	30.84
CUMMINS INC.	E4-42146	05/25/2021	Pressure switch	603.00.5300.444.40041	(30.84)
CUMMINS INC.	E4-53407R	08/04/2021	Heaters Gen3 station3	603.00.5300.444.40041	237.80
GIP III ZEPHYR ACQUISITION PARTNERS, L	INVNRGRV-12107	08/03/2021	Solar gardens May 2021	603.00.5300.444.40020	2,660.14
INSPEC INC	214892-10	08/04/2021	COLD STORAGE	603.00.5300.444.40040	865.00
INSPEC INC	214893-8	08/04/2021	PW BUILDING	603.00.5300.444.40040	915.00
INTERSTATE POWERSYSTEMS	C001175355-01	08/17/2021	Air prmy	603.00.5300.444.40041	300.18
INVER GROVE FORD	5301805	08/04/2021	Brake parts	603.140.1450050	556.97
INVER GROVE FORD	5302305	08/04/2021	Return	603.00.5300.444.40041	46.64
INVER GROVE FORD	5302381CR	08/04/2021	Credit	603.00.5300.444.40041	(46.64)
INVER GROVE FORD	5302428	08/04/2021	Squad 2	603.00.5300.444.40041	374.21
INVER GROVE FORD	5302429	08/04/2021	Truck 328	603.00.5300.444.40041	63.01
INVER GROVE FORD	6345434/1	08/04/2021	Steering & Suspension repair	603.00.5300.444.40041	355.54
INVER GROVE FORD	5302275	08/17/2021	Brake rotors,lining & pad	603.00.5300.444.40041	365.22
INVER GROVE FORD	6345483/1	08/17/2021	Transmission repair	603.00.5300.444.40041	5,052.82

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
KIMBALL MIDWEST	9051911	08/04/2021	Shop supplies	603.00.5300.444.60012	595.60
KIMBALL MIDWEST	9053694	08/04/2021	PIN	603.00.5300.444.60012	19.25
KIMBALL MIDWEST	9054527	08/04/2021	Shop Supplies	603.00.5300.444.60012	81.35
KIMBALL MIDWEST	9040373	08/17/2021	Nuts & Pins	603.00.5300.444.60012	272.29
MACQUEEN EMERGENCY GROUP	W08673	08/04/2021	403 Replace hose reel	603.00.5300.444.40041	3,432.73
MACQUEEN EMERGENCY GROUP	P05417	08/17/2021	Tags, bezels & decals	603.140.1450060	63.22
MACQUEEN EMERGENCY GROUP	P05488	08/17/2021	Brake pad, linear, radiator cap	603.00.5300.444.40041	448.34
MACQUEEN EMERGENCY GROUP	P05499	08/17/2021	Linear, radiator cap	603.00.5300.444.40041	160.46
MACQUEEN EMERGENCY GROUP	P05555	08/17/2021	Rotor, seal, gasket	603.00.5300.444.40041	1,720.46
MANSFIELD OIL COMPANY	22485258	08/04/2021	Unleaded fuel	603.140.1450060	9,419.64
MANSFIELD OIL COMPANY	22485259	08/04/2021	Diesel Fuel	603.140.1450060	3,860.32
MANSFIELD OIL COMPANY	22485260	08/04/2021	Unleaded Fuel out of contract	603.140.1450060	2,485.42
MID CITY SERVICES, INC.	160556	08/04/2021	RUGS FOR PW	603.00.5300.444.40065	71.00
MN DEPT OF REVENUE	08/09/2021	08/09/2021	Dealers license fee	603.00.5300.444.60021	25.00
MTI DISTRIBUTING CO	1313820-00	08/17/2021	Blade service pack	603.00.5300.444.40041	581.56
NATURE CALLS, INC.	27061	08/04/2021	Porta pottys	603.00.5300.444.40040	120.00
NESCO, LLC.	TU01110	08/04/2021	509 Tailgate	603.00.5300.444.40041	1,200.00
NORTH AMERICAN TRAILER SALES	30004177990	08/17/2021	352	603.00.5300.444.40041	163.37
NUSS TRUCK AND EQUIPMENT	4674633P	08/17/2021	Automatic brake	603.00.5300.444.40041	243.32
O' REILLY AUTO PARTS	1767-156485	08/04/2021	Oil & Fuel filters	603.140.1450050	170.76
O' REILLY AUTO PARTS	1767-158488	08/04/2021	Air filters	603.140.1450050	87.54
O' REILLY AUTO PARTS	1767-159640	08/04/2021	Oil filter	603.140.1450050	11.12
O' REILLY AUTO PARTS	1767-161006	08/04/2021	Oil filters	603.140.1450050	109.28
O' REILLY AUTO PARTS	1767-161007	08/04/2021	Fuel filter	603.140.1450050	10.95
O' REILLY AUTO PARTS	1767-161019	08/04/2021	Stock	603.140.1450050	28.92
O' REILLY AUTO PARTS	1767-161161	08/04/2021	#456 Fuel	603.00.5300.444.40041	42.58
O' REILLY AUTO PARTS	1767-161188	08/04/2021	Oil filter	603.140.1450050	36.92
O' REILLY AUTO PARTS	1767-161232	08/04/2021	SHOP Air plug	603.00.5300.444.60012	11.37
O' REILLY AUTO PARTS	1767-161413	08/04/2021	Shop Cement	603.00.5300.444.60012	7.99
O' REILLY AUTO PARTS	1767-161418	08/04/2021	SHOP Buf Solution	603.00.5300.444.60012	8.57
O' REILLY AUTO PARTS	1767-162022	08/04/2021	GEN 3- FH	603.00.5300.444.40041	111.24
O' REILLY AUTO PARTS	1767-162739	08/04/2021	PARKS/REC Copper plug	603.00.5300.444.40041	4.39
O' REILLY AUTO PARTS	1767-162741	08/04/2021	INVENTORY	603.140.1450050	103.50
O' REILLY AUTO PARTS	1767-162961	08/04/2021	SHOP	603.00.5300.444.60012	8.57
POMP'S TIRE SERVICE, INC.	980081883	08/04/2021	tires 504	603.00.5300.444.60014	650.04
POMP'S TIRE SERVICE, INC.	980082374	08/04/2021	Truck 508	603.00.5300.444.60014	726.40
POMP'S TIRE SERVICE, INC.	210537741	08/17/2021	Transforce AT2	603.00.5300.444.60014	453.16
POMP'S TIRE SERVICE, INC.	980082141	08/17/2021	GY Eagle RS-A Police	603.00.5300.444.60014	135.02
POMP'S TIRE SERVICE, INC.	980082552	08/17/2021	Casing credit	603.00.5300.444.60014	(50.00)
POMP'S TIRE SERVICE, INC.	980083073	08/17/2021	Mich agilis cc	603.00.5300.444.60014	752.00
R & R SPECIALTIES OF WI, INC.	0073136-IN	08/04/2021	ZAMBONI	603.00.5300.444.40041	16,743.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	603.00.5300.444.30550	9.44
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	603.00.5300.444.30550	9.44
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	603.00.5300.444.30550	2.01
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	603.00.5300.444.30550	0.71
TITAN MACHINERY	15856539	08/17/2021	Hex nut, threaded rod	603.00.5300.444.40041	53.65
TRENCHERS PLUS, INC.	IT01515	08/17/2021	Spring, latch	603.00.5300.444.40041	27.53
TRI-STATE BOBCAT INC.	P58845	08/04/2021	Inner & Outer air	603.00.5300.444.40041	129.12
TRI-STATE BOBCAT INC.	P59257	08/04/2021	Switch	603.00.5300.444.40041	118.84
TRI-STATE BOBCAT INC.	P59307	08/04/2021	Air filter, Inner filter	603.00.5300.444.40041	125.04
TRI-STATE BOBCAT INC.	A91239	08/17/2021	Gear fluid	603.00.5300.444.40041	33.98
TRI-STATE BOBCAT INC.	P58528	08/17/2021	Cut edge, nuts & bolts	603.00.5300.444.40041	261.25
TRI-STATE BOBCAT INC.	W93084	08/17/2021	Pin/Ein	603.00.5300.444.40041	115.44
TRI-STATE BOBCAT INC.	W93171	08/17/2021	Pin/Ein	603.00.5300.444.40041	165.14
UNIFIRST CORPORATION	641062	08/10/2021	Shop rentals	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	641062	08/10/2021	Shop rentals	603.00.5300.444.60045	21.14
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	603.00.5300.444.30550	2.66
WORLD FUEL SERVICES	235268421831-41801	08/04/2021	Fuel went to station2	603.00.5300.444.40041	555.90
WORLD FUEL SERVICES	240478725807-41801	08/04/2021	Fuel	603.140.1450050	120.45
WORLD FUEL SERVICES	242301359857-41801	08/04/2021	Stock	603.140.1450050	113.36
WORLD FUEL SERVICES	242695048855-41801	08/04/2021	Inventory	603.140.1450050	1,568.24
ZACK'S, INC.	35083A	08/04/2021	SHOP	603.00.5300.444.60012	125.94
Fund: 603 - CENTRAL EQUIPMENT					60,537.97
INNOVATIVE OFFICE SOLUTIONS	SUM-062536	08/03/2021	July 2021	604.00.2200.416.60005	35.80
INNOVATIVE OFFICE SOLUTIONS	SUM-062536	08/03/2021	July 2021	604.00.2200.416.60010	1,708.11
MARCO TECHNOLOGIES, LLC	29872045	08/17/2021	Printer maint	604.00.2200.416.40050	1,816.28
Fund: 604 - CENTRAL STORES					3,560.19
ALL FURNITURE, INC.	48129	08/10/2021	retrofit cubbies	605.00.7500.460.40040	1,888.98
ALL FURNITURE, INC.	48353	08/10/2021	retrofit cubbies	605.00.7500.460.40040	1,864.82
COMMERCIAL INFRASTRUCTURE CABLING	110111	08/10/2021	cabling for new cubbies at CH	605.00.7500.460.40040	1,138.78
CUMMINS INC.	CNE-85481	08/10/2021	part	605.00.7500.460.40040	27.21
HUEBSCH SERVICES	20092381	08/10/2021	CH mats	605.00.7500.460.40065	139.59
J.H. LARSON COMPANY	S102518355.001	08/04/2021	City Hall - occupancy light sensor	605.00.7500.460.40040	407.37
MCKINSTRY ESSENTION LLC	20049572	08/04/2021	July billing for operations analysis	605.00.7500.460.30700	13,458.33
NASSEFF PLUMBING & HEATING, INC.	33734	08/17/2021	replaced mini split at PW	605.00.7500.460.40040	2,289.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055167R	06/29/2021	06/21/2021	605.00.7500.460.30550	12.37
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055169R	06/29/2021	07/21/2021	605.00.7500.460.30550	12.37
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2055172CR	06/29/2021	21-Jul	605.00.7500.460.30550	(6.14)

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	605.00.7500.460.30550	1.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	605.00.7500.460.30550	0.61
TOTAL CONSTRUCTION & EQUIP.	30840	08/04/2021	LED replacements at PW	605.00.7500.460.80200	8,853.58
UNITED STATES TREASURY	2021 Form 720	07/28/2021	7/1/2021	605.00.7500.460.30550	0.67
US POSTMASTER	8/6/2021	08/10/2021	Postage	605.00.7500.460.50035	100.00
Fund: 605 - CITY FACILITIES					30,189.24
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061556	07/08/2021	1-Jul	606.00.1400.413.30550	6.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2061557	07/08/2021	1-Jul	606.00.1400.413.30550	2.10
Fund: 606 - TECHNOLOGY FUND					8.10
ALBRIGHTSON EXCAVATING	7/26/2021	08/04/2021	Refund Hydrant Permit #2109	702.229.2294300	1,500.00
ALBRIGHTSON EXCAVATING	7/26/2021CR	08/04/2021	Hydrant Sales Tax Permit #2109	702.229.2294300	(21.50)
ALBRIGHTSON EXCAVATING	7/26/2021CR	08/04/2021	Hydrant Sales Tax Permit #2109	702.229.2294300	(301.72)
BARR ENGINEERING COMPANY	23190328.19-30	08/10/2021	Amberwood	702.229.2283203	198.00
BARR ENGINEERING COMPANY	23190328.19-30	08/10/2021	Amberwood	702.229.2283203	254.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2283203	148.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2284403	1,128.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2293603	798.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2293603	156.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2294403	6,200.54
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2295803	700.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2297603	72.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2298303	210.00
BARR ENGINEERING COMPANY	23190328.21-6	08/17/2021	Inver Grove Hyundai Stormwater	702.229.2300703	769.00
BOLTON & MENK, INC.	272760	08/10/2021	Settlers Ridge Dev	702.229.2284803	195.00
BRIDGEWAY, Inc.	8/2/2021	08/10/2021	Escrow Release	702.229.2292603	437.17
DAKOTA CTY ATTORNEY	7/27/2021	08/04/2021	Forfeiture CN: 21-001561	702.229.2291000	968.40
DANNER FAMILY LIMITED PARTNERSHIP	8/6/2021	08/10/2021	Escrow release	702.229.2291703	215.55
DANNER FAMILY LIMITED PARTNERSHIP	8/6/2021	08/10/2021	Escrow release	702.229.2291803	9,000.00
ESPESETH, RODGER	8/3/2021	08/17/2021	Escrow Release	702.229.2294003	469.04
GULLICKSON, ERIC	8/2/2021	08/10/2021	Escrow Release	702.229.2286103	9,000.00
HENNEPIN COUNTY DISTRICT COURT	20406772	08/17/2021	Bail Money- 21-2739	702.229.2291000	78.00
INNOVATIVE BASEMENT AUTHORITY	8/06/2021	08/10/2021	Reissue of check#232385	702.229.2293302	975.92
JOHNSON, DUANE	7/22/2021	08/04/2021	Escrow reduction	702.229.2296303	9,000.00
KRECH, JIM	8/1/2021	08/17/2021	Escrow Release	702.229.2298403	4,155.61
LAND TITLE TRUST ACCOUNT	8/5/2021	08/17/2021	Escrow reduction#2	702.229.2293503	104,625.00
MICHAEL OR LORI DALGLISH	8/2/2021	08/10/2021	Escrow Release	702.229.2304702	749.72
PETTY CASH	7/9/2021	08/17/2021	Title transfer	702.229.2291000	79.00
RAMSEY COUNTY SHERIFF'S DEPT	62sucr171264	08/04/2021	Bail Money: Peterson Tatyana	702.229.2291000	400.00
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	702.229.2299303	29.25
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	702.229.2300403	30.15
ST. PAUL PIONEER PRESS	0721572521	08/17/2021	July 2021 advertising	702.229.2301503	36.90
STATE OF MINNESOTA - GENERAL FUND,	7/27/2021	08/04/2021	Forfeiture Funds: CN: 21-001561	702.229.2291000	484.20
TIMBERLAND HOMES & REMODELING LLC	8/12/2021	08/17/2021	Escrow Refund for PRFO2021001033 11731 A	702.229.2299800	2,500.00
WASHINGTON COUNTY COURT ADMIN	121902314	08/04/2021	Bail Money Sanchez, Miguel	702.229.2291000	200.00
WASHINGTON COUNTY COURT ADMIN	121902393	08/04/2021	Bail Money- Fitzsimmons CN: 21-002513	702.229.2291000	300.00
WSB & ASSOCIATES, INC.	R-017593-000-1R	08/10/2021	Reissue of check #234832	702.229.2296703	2,275.50
WSB & ASSOCIATES, INC.	R-017593-000-5	08/10/2021	Falcon Development	702.229.2296703	435.00
WSB & ASSOCIATES, INC.	R-017593-000-5	08/10/2021	Falcon Development	702.229.2296703	1,580.75
WSB & ASSOCIATES, INC.	R-018456-000-1	08/10/2021	Canvas - Geotechnical	702.229.2298003	1,242.00
Fund: 702 - ESCROW FUND					161,272.48
Grand Total					1,214,774.14

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Fulltime Employment:

Kimberly Graham, GIS Tech II

Seasonal/Temporary Employment:

Abbey O'Brien, Golf Course Food and Beverage Concessionaire

Ethan Somvong, Kids ROCK Assistant

Kari Ortiz, Golf Course Food and Beverage Concessionaire

Lynne Berg, Golf Course Food and Beverage Concessionaire

Rachel Ernst, Lifeguard

Shaadiyah Swenson, Fitness Attendant

Voluntary Resignations, Retirements and/or Terminations:

Grace Hobbs, Firefighter



Request for Council Action

TITLE: Consider Resolution Approving League of Minnesota Cities Insurance Trust Policy Renewals for Property, Liability, Auto, and Workers Compensation.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Resolution Approving League of Minnesota Cities Insurance Trust policy renewals for Property, Liability, Auto, and Workers Compensation for the period of September 1, 2021, to September 1, 2022.

SUMMARY:

The League of Minnesota Cities Insurance Trust (LMCIT) is a not-for-profit self-insured membership cooperative formed by Minnesota cities in 1980 and was specifically designed to help cities address their property/casualty and workers compensation insurance needs. LMCIT provides coverage unique to cities for items such as land use litigation, cyber security, property damage, sewer backups, etc. and continues to develop new coverages as needed. The city has been a member of the cooperative since 1985.

Annual premium costs for cities participating in these programs are affected by municipal market rates, exposures, and experience. A specific city's premium will also be impacted by changes in exposure factors such as payrolls, city expenditures, property values or changes in workers compensation claims.

Property/Casualty Program for Property, Liability, Auto Insurance

As a condition of participating in the property/casualty program, cities must have an insurance agent. An agent helps coordinate the gathering of information to complete the renewal application, provides advice in evaluating and selecting coverage options, reviews coverage documents, answers questions on coverage and premium calculations, reviews loss reports for correct reporting and helps in identifying and dealing with risk exposures, among many other services. The city has used Gallagher as its agent since 2000 and while satisfied with their support, staff do intend to solicit proposals prior to next year's renewal.

Between May and June, staff worked with Gallagher to complete the renewal application process and final application was submitted to LMCIT on July 1. On August 9, the city received LMCIT's renewal proposal plus Gallaghers Executive Summary as it related to the proposal.

Key Highlights:

- City staff worked with Gallagher to establish a timeline to ensure timely renewal – expectations were communicated with city staff, Gallagher and LMCIT personnel. There were a few delays but an adjusted timeline was communicated with the team that still met a goal of Council approval in August before the September 1 expiration of the current policy.
- During the 2020-2021 policy renewal, the LMCIT made an error in their calculations that produced around \$30,000 in savings to the city. LMCIT has since corrected their calculations moving forward so the city will see a larger increase in the 2021-2022 renewal. LMCIT has communicated that they will not collect retroactively on the 2020-2021 policy due to their error.
- Prior to the 2020-2021 renewal, the city had elected a \$15,000 per occurrence deductible option. Based on additional options provided by LMCIT, it appeared that a \$25,000 per occurrence deductible option would provide cost savings to the city and therefore the city changed to this option last year. Upon reviewing the two options in the 2021-2022 renewal it appears there is very little cost advantage to continue utilization of a \$25,000 per occurrence deductible so the recommendation is to revert to the \$15,000 per occurrence deductible.
- Organic pathogen coverage has been reduced or eliminated due to COVID-19. It was necessary for LMCIT to adjust this type of coverage for all its members.
- With all the recent civil unrest in the metro, staff thought it appropriate to investigate excess liability coverage and requested a quote be provided along with the renewal. Excess liability (like an umbrella policy) would provide additional coverage above and beyond the normal municipal liability and auto liability covered in our existing policy. The cost for \$1 million of coverage was approximately \$60,000. After conferring with Gallagher (whose 30-40 municipal clients have all declined to purchase excess liability), staff do not recommend including excess liability in this year's premium renewal and therefore have not included this in the premium cost shown below.
- The city manages property/casualty insurance activities within the Risk Management Internal Service Fund through allocations provided from all city operating budgets. The insurance allocations included within the current draft of the 2022 budget should be sufficient to cover the increase for the 2021-2022 policy period.

Policy Period	Premium	% Change/Notes
2021-2022	\$ 408,853	19% increase mostly due to 2020-2021 LMCIT calculation error. 5% increase when compared to 2019-2020 premium.
2020-2021	\$ 343,397	12% decrease due to changing deductible plus LMCIT's calculation error.
2019-2020	\$ 391,121	16% increase – City added new property (fire station), plus increased expenditures
2018-2019	\$ 318,508	3% increase
2017-2018	\$ 309,944	

Workers Compensation Policy

The LMCIT provides workers' compensation coverage and benefits as required under current statute as well as offering additional coverage for things such as exposure testing for employees exposed to bloodborne pathogens or infectious diseases, employer's liability for work-related injuries, additional injury provisions provided for under federal laws, elected and appointed officials, separate boards and commissions, emergency response employees, volunteers, and statutory presumptions for certain diseases (based on position types).

The Workers Compensation renewal application is not as complex as the Property/Casualty process, so staff currently coordinate this renewal directly with LMCIT.

Key Highlights:

- Regular Premium Option – staff recommend the city continue with this annual election as in past renewals; this option provides the city with a guaranteed premium cost based on the city's payroll which is then adjusted by an experience modification factor. In future renewals, staff will analyze the cost-benefit of considering LMCIT's deductible option.
- The city's experience credit for the 2021-2022 renewal came in at 69% which is reflective of some low claim years for the city (9/1/2017 – 9/1/2020). We anticipate the 2022-2023 renewal will not reflect this same experience credit due to a rise in the city's workers compensation claims.
- The LMCIT is closely watching the rise in PTSD claims, the impact of COVID-19 on claims as well as the potential introduction of presumptions for public safety classes of employees. All of these could put pressure on rates and LMCIT is recommending cities allow for the potential of a 10-15% increase in premiums with our September 1, 2022 renewal.
- The city manages workers compensation activities within the Risk Management Internal Service Fund through allocations provided from all city operating budgets. The original 2022 budget draft assumed a 5% increase to the workers compensation allocation. Staff will adjust the budget to reflect a 0% increase to those allocations for 2022 which should leave sufficient room within the budget anticipating the 2022-2023 renewal will reflect both higher rates plus a higher experience percentage.

Policy Period	Premium Calculation	Experience Credit	Standard Premium	Premium Discount	Net Premium
2021-2022	\$ 874,790	69%	\$ 603,605	\$ (69,472)	\$ 534,133
2020-2021	\$ 725,661	94%	\$ 682,121	\$ (43,540)	\$ 602,913
2019-2020	\$ 658,076	101%	\$ 664,657	\$ (77,042)	\$ 587,615
2018-2019	\$ 549,037	113%	\$ 620,412	\$ (71,556)	\$ 548,856
2017-2018	\$ 494,818	109%	\$ 539,352	\$ (61,505)	\$ 477,847

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

RESOLUTION NO. _____

**RESOLUTION APPROVING LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST POLICY RENEWALS FOR PROPERTY, LIABILITY, AUTO,
AND WORKERS COMPENSATION FOR THE COVERAGE PERIOD OF
SEPTEMBER 1, 2021, TO SEPTEMBER 1, 2022**

WHEREAS, the League of Minnesota Cities Insurance Trust (LMCIT) is a not-for-profit self-insured membership cooperative formed by Minnesota cities in 1980 to help cities address their property/casualty and workers compensation insurance needs; and

WHEREAS, the City has procured its insurance from the LMCIT since 1985; and

WHEREAS, City staff, in coordination with Gallagher, the City's agent for Property/Casualty insurance, have submitted renewal application materials to the LMCIT and received premium proposals back from the LMCIT.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS that the Council does hereby approve the LMCIT September 1, 2021, to September 1, 2022, insurance policy renewals for the City of Inver Grove Heights which reflect premium costs of \$408,853 for property/casualty insurance and \$534,133 for workers compensation insurance.

Adopted by the City of Inver Grove Heights this 23rd day of August 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Consider Resolution Approving Construction Phase Services from Kimley-Horn & Associates for City Project No. 2015-08 - Realignment and Reconstruction of Argenta Trail, City Project No. 2016-04 - Argenta Trail (Amana Trail to 70th Street), and City Project No. 2016-05 - Argenta Trail (70th Street to 65th Street)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-450-2572	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Local Road Improvement Grant and Municipal State Aid Funds	X

PURPOSE/ACTION REQUESTED

Consider resolution approving construction phase services from Kimley-Horn & Associates for City Project No. 2015-08 - Realignment and Reconstruction of Argenta Trail, City Project No. 2016-04 - Argenta Trail (Amana Trail to 70th Street), and City Project No. 2016-05 - Argenta Trail (70th Street to 65th Street).

SUMMARY

Background

City Project Nos. 2015-08, 2016-04 and 2016-05 include the reconstruction of County Road 26 (70th Street from the City limits to TH 3 and realignment of Argenta Trail generally between Amana Trail and 65th Street.

Staff requested construction observation services from Kimley-Horn & Associates for the above-referenced projects. The total estimated not-to-exceed cost for the scope of services is \$199,100 including all labor and reimbursable expenses.

Staff recommends approval of the resolution accepting IPO 41 which includes construction phase services from Kimley-Horn & Associates for City Project Nos. 2015-08, 2016-04 and 2016-05.

TJK/kf

Attachment(s): IPO 41

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

RESOLUTION APPROVING CONSTRUCTION PHASE SERVICES FROM KIMLEY-HORN & ASSOCIATES FOR CITY PROJECT NO. 2015-08 - REALIGNMENT AND RECONSTRUCTION OF ARGENTA TRAIL, CITY PROJECT NO. 2016-04 - ARGENTA TRAIL (AMANA TRAIL TO 70TH STREET), AND CITY PROJECT NO. 2016-05 - ARGENTA TRAIL (70TH STREET TO 65TH STREET)

RESOLUTION NO. _____

WHEREAS, construction phase services are needed for City Project No. 2015-08 - Realignment and Reconstruction of Argenta Trail, City Project No. 2016-04 - Argenta Trail (Amana Trail to 70th Street), and City Project No. 2016-05 - Argenta Trail (70th Street to 65th Street); and

WHEREAS, staff requested a proposal from Kimley-Horn & Associates for a proposal for construction phase services; and

WHEREAS, Kimley-Horn & Associates submitted a proposal (IPO No. 41) for construction phase services in the not-to-exceed amount of \$199,100.

NOW, THEREFORE, BE IT RESOLVED THAT the proposal from Kimley-Horn for construction services for City Project Nos. 2016-08, 2016-04 and 2016-05 is hereby approved. Funding will be from Local Road Improvement Grant and Municipal State Aid Fund.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 41

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: CSAH 26 & CSAH 63 Improvements
City Projects 2015-08, 2016-04 and 2016-05

General Category of Services: Construction Phase Services

Specific Scope of Basic Services: Construction observation and administration services for City Project 2015-08, 2016-04 and 2016-05.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Construction Administration
Construction Observation

Method of Compensation To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
BY: Daniel J. Coyle
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TITLE: Vice President

DATE: 8/17/2021

**EXHIBIT A
SCOPE OF SERVICES**

INDIVIDUAL PROJECT ORDER (IPO) NO. 41

**CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05**

City Projects CP 2015-08, 2016-04, and 2016-05 include the reconstruction of County Road 26 (70th Street) from the City limits to TH 3 and realignment of County Road 63 (Argenta Trail) generally between Amana Trail and 65th Street. The project includes the expansion of 70th Street from a 2-lane undivided typical roadway section to a 4-lane divided typical roadway section. The realignment of Argenta Trail's southern extents begins at the terminus of the Argenta Trail realignment project from 2018 and end south of Oneil Drive. Construction is scheduled to begin in August 2021 and conclude in fall of 2023. This IPO includes construction observation services in Inver Grove Heights for the 2022 and 2023 construction seasons and limited construction administration services in Inver Grove Heights for the 2021, 2022 and 2023 construction seasons.

Dakota County is the lead agency for this project and is administering the construction Contract. Dakota County is providing a construction observer for all three years of construction and is responsible for construction observation of all items on the project except City utilities, storm sewer and stormwater ponding. Kimley-Horn is providing construction observation and limited construction administration services for the City of Eagan utilities, storm sewer, and stormwater ponding through a separate contract with Dakota County. This IPO is only for City of Inver Grove Heights utility, storm sewer and storm water ponding limited construction phase services as identified below.

1. CONSTRUCTION PHASE SERVICES

A. Construction Observation

We will provide construction observation services for the construction of storm sewer, stormwater ponding, watermain, and sanitary sewer in the City of Inver Grove Heights during the 2022 and 2023 construction seasons. We understand the City of Inver Grove Heights will provide a construction observer during the 2021 construction season and we have not included any construction observation effort for that construction year.

We have assumed the construction observation services will require up to six hundred (600) hours in 2022 and five hundred (500) hours in 2023. We have assumed the following services are included in the construction observation hours noted previously:

- Observation of City utilities, storm sewer, and stormwater ponding within the City of Inver Grove Heights during the 2022 and 2023 construction seasons.
- Maintain a diary documenting weather conditions, construction personnel on-site, hours worked, construction equipment used, activities performed that day, and any field decisions made on days

- where construction observation services were necessary for City storm sewer, stormwater ponding, watermain, or sanitary sewer work.
- Measure and calculate quantities for partial and final payments. Quantities will be provided to Dakota County for processing payments.
- Take direction for City staff on specific utility installation specifications and coordinate regularly with the City lead staff member on project updates.
- Attend construction meeting during the 2022 and 2023 construction seasons while City storm sewer, stormwater ponding, watermain, or sanitary sewer work is occurring.
- Coordinate with County surveyor for staking requests.
- Coordinate necessary materials testing for City utility, storm sewer, and stormwater ponding with Dakota County testing sub-consultant.

Kimley-Horn shall use the care and skill a reasonable practitioner in the profession would use in the same or similar circumstances. Kimley-Horn shall have no responsibility for any of the construction contractor's means, methods, and techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the construction work. Kimley-Horn's visits will be for the purpose of endeavoring to provide the City a greater degree of confidence that the completed work will generally conform to the construction documents. Kimley-Horn neither guarantees the performance of the construction contractor, nor assumes responsibility for the construction contractor's failure to perform its work in accordance with the contract documents. The construction contractor is solely responsible for constructing the project in conformity to the designs and specifications.

We have assumed the following services are not included in the construction observation scope of services:

- Preparation of partial or final pay requests
- Preparation of change orders if necessary
- Review of EEO, MnDOT Federal Aid, or payroll documentation
- Wage interviews

B. Construction Administration

We will provide project engineer administrative support to the City construction observer during the 2021 construction season and Kimley-Horn construction observer during the 2022 and 2023 construction seasons. We have assumed up to two hundred twenty-five (225) hours of office assistance and construction administration support will be necessary to answer questions, coordinate with the construction observer, perform up to four (4) site visits and coordinate construction schedules with the Contractor to confirm when on-site observation services are needed. We have assumed Dakota County is leading construction administration of the project and our construction administration services are limited to supporting the construction observer in the field. All direct communications from the Contractor are assumed to go through Dakota County. We have assumed the

project engineer will not attend the weekly construction meetings. The two hundred twenty-five (225) hours is based providing fifteen (15) hours of administrative support for a total of fifteen construction months between the 2021 through 2023 construction seasons.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 41

CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
Construction Phase Services	\$ 187,800
<u>Reimbursable Expenses</u>	<u>\$ 11,300</u>
Total	\$ 199,100

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$199,100 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 41

CSAH 26 AND CSAH 63 IMPROVEMENTS
CITY PROJECTS CP 2015-08, 2016-04 AND 2016-05

The following is a summary of the proposed schedule for the project:

Begin Construction	August 2021
End Construction	October 2023



Request for Council Action

Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 8, Engineer's Report of Acceptance and Resolution Accepting work for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent <i>TJK</i>	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-315-6336	Budget amendment requested	
Prepared by:	Mike Edwards, Sr. Engineering Technician	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
		Other: Municipal State Aid Funds, Special Assessments, Developer Funds, City Funds	X

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 7, Final Pay Voucher No. 8, Engineer's Report of Acceptance and Resolution Accepting work for City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane

SUMMARY

The improvements were ordered as part of the 2019 Capital Improvement Program. The contract was awarded in the amount of \$1,743,504.50 to Danner, Inc. on April 22, 2019.

The contractor has completed the work through July 30, 2021 in accordance with the contract plans and specifications. Final Compensating Change Order No. 7 reconciles the contract quantities and the final actual quantities.

I recommend approval of Final Compensating Change Order No. 7 in the amount of -\$79,708.62 and Pay Voucher No. 8 in the amount of \$ 23,874.89 for a revised contract amount of \$2,007,329.72 for work on the 2019 Capital Improvement Program (\$19,299.78 for work on City Project No. 2015-03 65th Street Construction (between T.H. 3 and Argenta Trail) and \$4,575.11 for work on City Project No. 2018-03 NWA Trunk Watermain Improvements-65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane). Additional funding is being provided from 511 (NWA Water Fund) up to \$90,000.

Attachment(s): Final Compensating Change Order No. 7
 Final Pay Voucher No. 8
 Engineer's Report of Acceptance
 Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 7

**City Project Nos. 2015-03 & 2018-03
65th Street Construction (between T.H. 3 and Argenta Trail)
and Watermain Improvements 65th Street Loop
(Phase IV of 2015-12) from Agate Trail to Alverno Lane**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 23, 2021
Contractor: Danner, Inc.	Engineer: WSB, Inc.
<u>Purpose of Change Order</u> Final compensating amount to balance value of work completed and total payment made to the Contractor. Accounts for miscellaneous increases and decreases in contract quantities.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 1,743,504.50	Original Contract Time:
Previous Change Order Nos. 1,2,3,4,5,6: \$ 343,533.84	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 2,087,038.34	Contract Time Prior to this Change Order
Net <u>Decrease</u> of this Change Order: \$ 79,708.62	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 2,007,329.72	Contract Time with Approved Change Orders
Recommended By: <u>Michael Edwards</u> Michael Edwards, Engineering Technician	Approved By: <u>Kelley J. Rigan</u> Danner, Inc.

Approved By:

Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

Approved By:

Tom Bartholomew, Mayor

Date of Council Action:

August 23, 2021

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 8 (Eight) FINAL
DATE: August 23, 2021
PERIOD ENDING: June 30, 2021
PROJECT NO: City Project No. 2015-03 65th Street Construction (between
T.H. 3 and Argenta Trail) and City Project No. 2018-03 NWA
Trunk Watermain Improvements-65th Street Loop (Phase IV
of 2015-12) from Agate Trail to Alverno Lane

TO: Danner, Inc.
843 Hardman Avenue S
South St. Paul, MN 55075

Original Contract Amount\$1,743,504.50
Total Addition (C.O. 1-6).....\$343,533.84
Total Deduction (C.O. 7).....(\$79,708.62)
Total Contract Amount.....\$2,007,329.72
Total Value of Work to Date..... \$2,007,329.72
Less Retained (0%) \$0.00
Less Previous Payment.....\$1,983,454.83
Total Approved for Payment this Voucher..... \$23,874.89
Total Payments including this Voucher\$2,007,329.72

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through June 30, 2021.

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

August 23, 2021
Date

Signed by: Kelly Rigan
Danner, Inc.

8/10/21
Date

Signed by: _____
Tom Bartholomew, Mayor

August 23, 2021
Date

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**City Project Nos. 2015-03 & 2018-03
65th Street Construction (between T.H. 3 and Argenta Trail)
and Watermain Improvements 65th Street Loop
(Phase IV of 2015-12) from Agate Trail to Alverno Lane**

August 23, 2021

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Danner, Inc. for City Project 2015-03 and 2018-03 65th Street Construction (between T.H. 3 and Argenta Trail) and Watermain Improvements 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

Original Contract Amount	\$1,743,504.50
Total Addition (Change Order No. 1)	\$343,533.84
Total Deduction (Change Order No. 2)	(\$79,708.62)
Total Contract Amount.....	\$2,007,329.72
Total Value of Work to Date.....	\$2,007,329.72
Less Previous Payment.....	\$1,983,454.83
Total Approved for Payment this Voucher.....	\$23,874.89
Total Payments including this Voucher	\$2,007,329.72

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF DANNER INC. AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$23,874.89**

**CITY PROJECT NOS. 2015-03 & 2018-03
65TH STREET CONSTRUCTION (BETWEEN T.H. 3 AND ARGENTA TRAIL) AND WATERMAIN
IMPROVEMENTS 65TH STREET LOOP (PHASE IV OF 2015-12) FROM AGATE TRAIL TO
ALVERNO LANE**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 22, 2019, Danner Inc. satisfactorily completed improvements and appurtenances for City Project Nos. 2015-03 & 2018-03 65th Street Construction (between T.H. 3 and Argenta Trail) and Watermain Improvements 65th Street Loop (Phase IV of 2015-12) from Agate Trail to Alverno Lane.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2021.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 1805 60th St

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 1805 60th St.

SUMMARY

The owner of 1805 60th St are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, The Dakota County 55077 1805 60th St Land Trust, has provided the required Grading and Erosion control plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$1,500 has been provided to cover costs incurred by the City for review and inspection of the site grading. A building permit will be applied for and a \$10,000 LOC or cash surety has been provided.

The owners have also executed a Storm Water Facilities Maintenance Agreement for a rain garden to be constructed on the lot.

It is recommended the City approve the Custom Grading Agreement and Storm Water Facilities Maintenance Agreement relating to 1805 60th St.

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

CUSTOM GRADING AGREEMENT
FOR
1805 – 60th STREET E., INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
1805 – 60TH STREET E., INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 23rd day of August, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of a home on the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities and storm water improvements;

WHEREAS, the City has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the City Engineer.

NOW, THEREFORE, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, shall have the following meanings as set forth below.

1.2 CITY. "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 OWNER. "Owner" means The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021, and its successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

1.5 CUSTOM GRADING AGREEMENT. "Custom Grading Agreement" means this instant contract by and between the City and Owner.

1.6 COUNCIL. "Council" means the Council of the City of Inver Grove Heights.

1.7 PWD. "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.8 DIRECTOR OF PWD. "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.9 COUNTY. "County" means Dakota County, Minnesota.

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes

all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

- a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;
- b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) breach of the Owner Warranties.

1.15 FORCE MAJEURE. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.
- D. **FEE TITLE.** The Owner owns fee title to the Property.

- E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 **CITY WARRANTIES.** "City Warranties" means that the City hereby warrants and 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 Custom Grading Agreement.

1.18 **FORMAL NOTICE.** "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to Owner: The Dakota County 55077 1805 60th Street Land Trust
c/o Eric Gullickson
1805 60th Street E.
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19 **PROPERTY.** "Property" means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions and subject to the conditions and requirements set forth by the City Engineer, the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permit shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3

IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at their own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 GROUND MATERIAL. The Owner shall ensure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the Property shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property

resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins, and for utility service. All such easements required by the City shall be on the Property or in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings

shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4 **OTHER PERMITS**

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

5.1 IMPROVEMENT COSTS. The Owner shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

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

- a.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;
- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10

ESCROW DEPOSIT

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2023.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$1,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff

review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and vegetative cover and landscaping related to the storm water improvements on the Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetative cover associated with the storm water improvements has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or vegetative cover and landscaping related to the storm water improvements exceed the initially deposited \$1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. The City shall, at Owner's cost, record this Agreement with the Dakota County Recorder.

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

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in

full force and effect, even if the Owner sells the Property.

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

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

11.12 ACCESS. The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

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

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

THE DAKOTA COUNTY 55077 1805 60TH STREET LAND TRUST DATED FEBRUARY 4, 2021

Eric Gullickson,

as Trustee of The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me on the _____ day of August, 2021, by Eric Gullickson, as Trustee of The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021, on behalf of the Trust.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

All of Lot Seven (7), and that part of Lot Six (6), Silver Acres Addition, described as follows: Beginning at the Northeast Corner of said Lot Six (6), thence West (assumed bearing) along the North line of said Lot Six (6) a distance of 19.21 feet; thence South 15 degrees 28 minutes 28 seconds West a distance of 186.25 feet of the Southeast corner of said Lot Six (6); thence North 21 degrees 00 minutes 00 seconds East along the East line of said Lot Six (6) a distance of 192.27 feet to the point of beginning, Dakota County, Minnesota.

Subject to a Permanent Easement for Drainage and Utility purposes in favor of the City of Inver Grove Heights over under and across the southerly 10', the easterly 10' and the southerly 30' of the easterly 25', as measured at a right angle to the southerly and easterly lines of the following described property:

All of Lot Seven (7), and that part of Lot Six (6), Silver Acres Addition, described as follows: Beginning at the Northeast Corner of said Lot Six (6), thence West (assumed bearing) along the North line of said Lot Six (6) a distance of 19.21 feet; thence South 15 degrees 28 minutes 28 seconds West a distance of 186.25 feet of the Southeast corner of said Lot Six (6); thence North 21 degrees 00 minutes 00 seconds East along the East line of said Lot Six (6) a distance of 192.27 feet to the point of beginning, Dakota County, Minnesota.

Abstract Property.
PID: 20-68200-00-072

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Civil Cover Page (C1)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Existing Conditions & Removal Plan (C2)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Erosion & Sediment Control Details (C3)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Erosion & Sediment Control Plan (C4)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Civil Site Plan (C5)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Grading Plan (C6)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.
Utility Plan (C7)	7/6/21	Becklin & Whitney Consulting Engineers, Inc.

The Development Plans were last revised on August 3, 2021.

The Development Plans were approved by the City Engineer on August 3, 2021.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-21, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to obtaining building permit or 12-31-21, whichever occurs first	Storm water improvements
<u> X </u>	Prior to certificate of occupancy	As-builts
<u> X </u>	Within 6 months after Certificate of Occupancy	Landscaping and vegetative cover

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
1805 – 60th STREET E., INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 23rd day of August, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021 (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 The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021, and its successors and assigns.

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

Any existing or future raingardens and related storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means the Grading Plan (C6) prepared by Becklin & Whitney Consulting Engineers dated July 6, 2021 and last

revised on August 3, 2021 and approved by the City Engineer on August 3, 2021. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

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

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement between the City and Landowner dated August 23, 2021.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to obtaining a building permit for the Landowner Property or prior to December 31, 2021, whichever occurs first, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY’S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City in the Custom Grading Agreement are met, the Council will approve the Development Plans referenced in the Custom Grading Agreement 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 consents to the recording of this Agreement.

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

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

If to Landowner: The Dakota County 55077 1805 60th Street Land Trust
Attention: Eric Gullickson, Trustee
1805 - 60th Street E.
Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

THE DAKOTA COUNTY 55077 1805 60TH STREET LAND TRUST DATED FEBRUARY 4, 2021

Eric Gullickson,
as Trustee of The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me on the _____ day of August, 2021, by Eric Gullickson, as Trustee of The Dakota County 55077 1805 60th Street Land Trust Dated February 4, 2021, on behalf of the Trust.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

All of Lot Seven (7), and that part of Lot Six (6), Silver Acres Addition, described as follows: Beginning at the Northeast Corner of said Lot Six (6), thence West (assumed bearing) along the North line of said Lot Six (6) a distance of 19.21 feet; thence South 15 degrees 28 minutes 28 seconds West a distance of 186.25 feet of the Southeast corner of said Lot Six (6); thence North 21 degrees 00 minutes 00 seconds East along the East line of said Lot Six (6) a distance of 192.27 feet to the point of beginning, Dakota County, Minnesota.

Subject to a Permanent Easement for Drainage and Utility purposes in favor of the City of Inver Grove Heights over under and across the southerly 10', the easterly 10' and the southerly 30' of the easterly 25', as measured at a right angle to the southerly and easterly lines of the following described property:

All of Lot Seven (7), and that part of Lot Six (6), Silver Acres Addition, described as follows: Beginning at the Northeast Corner of said Lot Six (6), thence West (assumed bearing) along the North line of said Lot Six (6) a distance of 19.21 feet; thence South 15 degrees 28 minutes 28 seconds West a distance of 186.25 feet of the Southeast corner of said Lot Six (6); thence North 21 degrees 00 minutes 00 seconds East along the East line of said Lot Six (6) a distance of 192.27 feet to the point of beginning, Dakota County, Minnesota.

Abstract Property.
PID: 20-68200-00-072

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Department 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
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	Responsible 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	Responsible 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	Responsible Owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner
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
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Responsible Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Responsible Owner unless designated

EXHIBIT C ANNUAL INSPECTION FORM

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

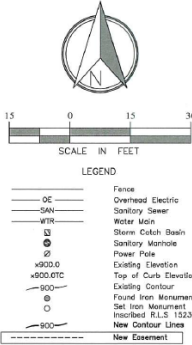
* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D

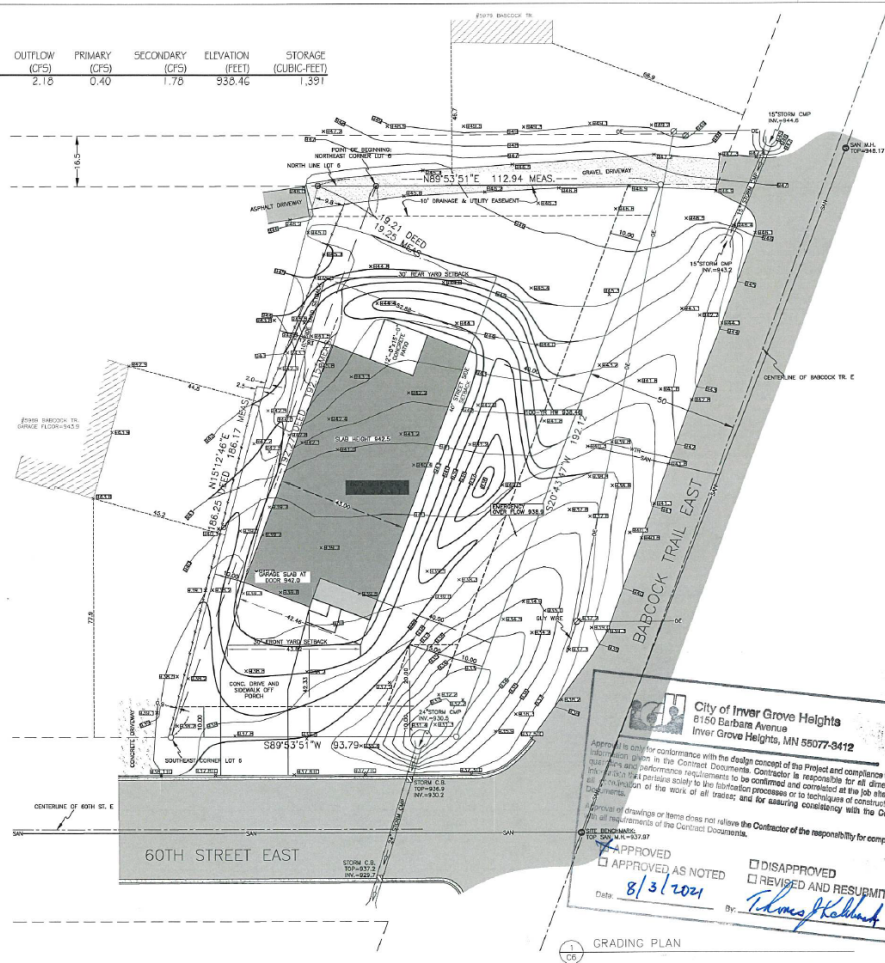
STORM WATER FACILITY PLAN



EVENT	INFLOW (CFS)	OUTFLOW (CFS)	PRIMARY (CFS)	SECONDARY (CFS)	ELEVATION (FEET)	STORAGE (CUBIC FEET)
100-YR	3.25	2.10	0.40	1.70	935.46	1,391

GENERAL GRADING NOTES:

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING ANY OF THE GRADING ACTIVITIES.
2. CONTRACTOR WILL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL, TO BE HANDLED, AND THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING/EXPORTING MATERIAL AND REPORTING UNSTABLE/EXCESS WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
3. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PRIORITIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
4. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY IF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO RELIEVE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
5. CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TEST AND INSPECTIONS WITH THE SOILS ENGINEER.
6. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET AND PARKING AREA SUBGRADE. CONTRACTOR SHALL PROVIDE LOADED TANDDEM 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 ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
7. REPLACE ALL SUBGRADE SOIL DISTURBED DURING CONSTRUCTION DURING CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
8. CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPEAD EXISTING ON-SITE TOPSOIL, IF MATERIAL IS APPROVED BY THE LANDSCAPE ARCHITECT AND/OR SPECIFICATIONS PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS TO BE LANDSCAPED.
9. CONTRACTOR IS TO DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS ADVISED NOT TO DO.
10. MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES.
11. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
12. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AT ALL TIMES.
13. LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.



Project Title
GULLICKSON CIVIL

REVISION 1, 7/9/2021
RAIN GARDEN
REVISION 2, 7/14/2021
RAIN GARDEN EDIT
REVISION 3, 7/27/2021
RAIN GARDEN EDIT
REVISION 4, 8/3/2021
CUT/FILL QUANTITIES

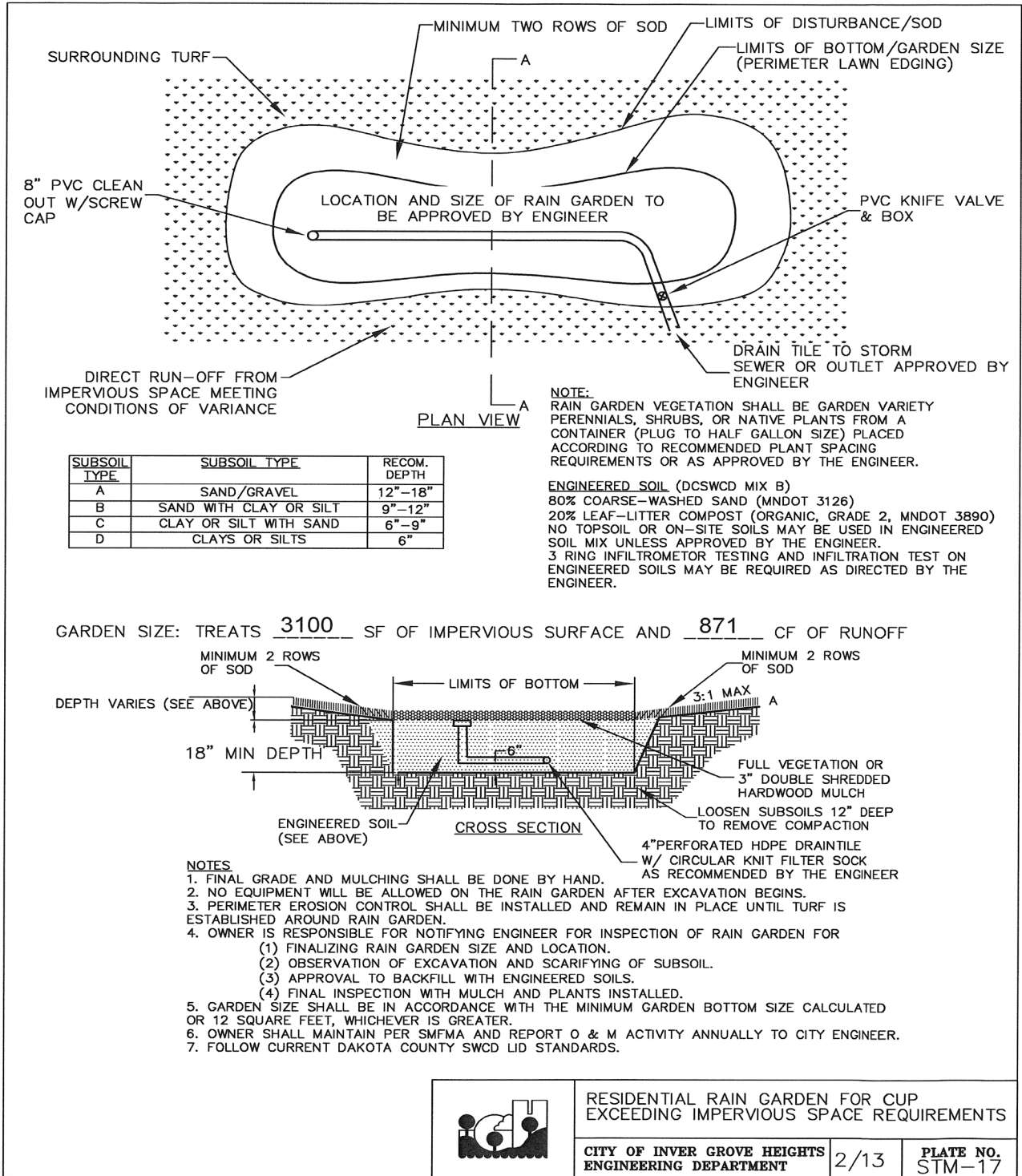
Address:
1805 60th St. E,
Inver Grove Heights, MN 55077
Contact:
Eric Gullickson
Phone:
651-208-2602
Email:
gullicksonhomes@gmail.com



Commission Number
18-029 Date
Drawn KS Checked DN
Becklin & Whitney
Consulting Engineers, Inc.
139 1st Ave. E, Suite 100
P.O. Box 471
Cambridge, MN 55008
Phone: (763) 689-5631
Fax: (763) 689-5631
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Date: JULY 6, 2021 LIC. NO. 15910

Sheet Name
GRADING PLAN
Sheet
C6
Paper Size: 22x34

EXHIBIT E **RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE** **REQUIREMENTS (STM-17)**



**Request for Council Action****Consider Resolution Approving Sanitary Sewer Easement Agreement for South Grove Townhomes Development (MI Homes)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
		Other: N/A	

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Sanitary Sewer Easement Agreement for South Grove Townhomes Development (MI Homes).

SUMMARY

City staff successfully negotiated a Permanent Sanitary Sewer Easement relating to Lot 8 and Lot 29, Block 1, South Grove Townhomes. The permanent easement is needed since a sanitary sewer will be installed within an open space area of the townhome development. The Permanent Sanitary Sewer Easement provides additional protection to eliminate obstructions and provide access for City maintenance and repairs of the public sewer system

Staff recommends Council adopt the resolution approving the permanent sanitary sewer easement agreement.

SD/kf

Attachment(s): Permanent Sanitary Sewer Easement

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

**RESOLUTION APPROVING SANITARY SEWER EASEMENT AGREEMENT FOR SOUTH GROVE
TOWNHOMES (MI HOMES)**

RESOLUTION NO. _____

WHEREAS, it is determined that a sanitary sewer be placed in an easement on Lot 8 and Lot 29, Block 1, South Grove Townhomes; and

WHEREAS, the landowner is in agreement with said sanitary sewer easement agreement as prepared by the Attorney's office.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Said Permanent Sanitary Sewer Easement Agreement for Lot 8 and Lot 29, Block 1, South Grove Townhomes is hereby approved by the City Council of the City of Inver Grove Heights.
2. The City Clerk is authorized and directed to record a certified copy of this agreement at the Dakota County Recorder's Office.

Adopted by the City Council of the City of Inver Grove Heights this 23rd day of August 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PERMANENT SANITARY SEWER EASEMENT
RELATING TO LOT 8 AND LOT 29, BLOCK 1,
SOUTH GROVE TOWNHOMES, DAKOTA COUNTY, MINNESOTA

THIS PERMANENT SANITARY SEWER EASEMENT RELATING TO LOT 8 AND LOT 29, BLOCK 1, SOUTH GROVE TOWNHOMES (Easement) is made, granted and conveyed this 23rd day of August, 2021, between M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

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

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer and any underground sanitary sewer pipes and all facilities and improvements ancillary, incident or related thereto under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, maintenance, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes together with the right to excavate and refill ditches or trenches for the location of such pipes; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.
- e.) to use the Permanent Easement Area as an access route to other sanitary sewer lines located on Landowner's Property.

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

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

No obstructions or encroachments are allowed in the Permanent Easement Area that impede the City's ability to maintain or repair the sanitary sewer system. The Landowner shall be responsible for expenses related to obstructions within the Permanent Easement Area. No trees, shrubs, or other vegetation (except grass) be planted or placed upon the Permanent

Easement Area without the written consent of the City. No buildings and no objects and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Permanent Easement Area without the written consent of the City.

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

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

CITY OF INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

By: _____
Gary M. White
Its: Area President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Gary M. White, to me personally known, who being by me duly sworn, did say that he is the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of M/I Homes of Minneapolis/St. Paul, LLC by authority and on behalf of M/I Homes of Minneapolis/St. Paul, LLC and said Gary M. White acknowledged said instrument to be the free act and deed of M/I Homes of Minneapolis/St. Paul, LLC.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 8 and Lot 29, Block 1, South Grove Townhomes, Dakota County, Minnesota.

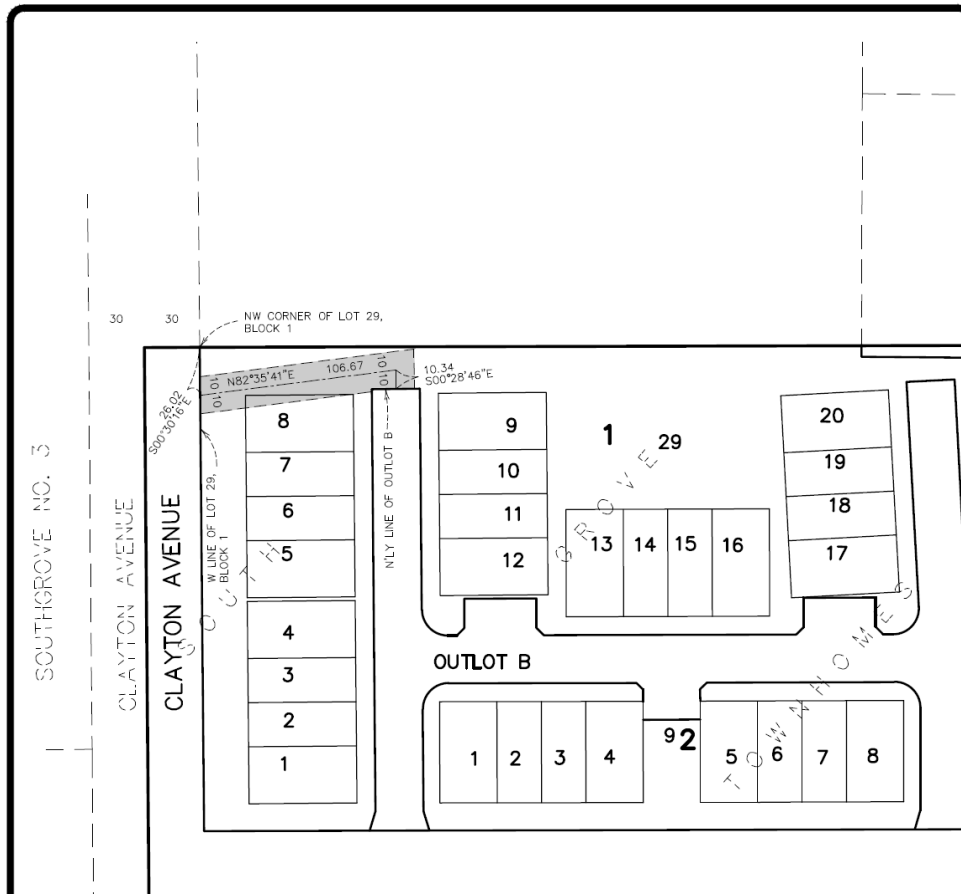
EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

A 20.00 foot wide permanent easement for sanitary sewer purposes lying over, under, and across Lots 8 and 29, Block 1, South Grove Townhomes, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 29; thence on an assumed bearing of South 00 degrees 30 minutes 16 seconds East, along the west line of said Lot 29, a distance of 26.02 feet to the point of beginning; thence North 82 degrees 35 minutes 41 seconds East, a distance of 106.67 feet; thence South 00 degrees 28 minutes 46 seconds East, a distance of 10.34 feet to a northerly line of Outlot B, said South Grove Townhomes and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on said west line of Lot 29 and said north line of Outlot B, South Grove Townhomes.

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



PROPOSED EASEMENT FOR SANITARY SEWER PURPOSES

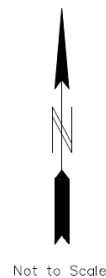
A 20.00 foot wide easement for sanitary sewer purposes lying over, under, and across Lots 8 and 29, Block 1, SOUTH GROVE TOWNHOMES, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 29; thence on an assumed bearing of South 00 degrees 30 minutes 16 seconds East, along the west line of said Lot 29, a distance of 26.02 feet to the point of beginning; thence North 82 degrees 35 minutes 41 seconds East, a distance of 106.67 feet; thence South 00 degrees 28 minutes 46 seconds East, a distance of 10.34 feet to a northerly line of Outlot B, said SOUTH GROVE TOWNHOMES and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on said west line of Lot 29 and said north line of Outlot B.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

 Denotes proposed easement



Not to Scale

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 651-948-8888
 www.pioneereng.com

Cad File: 120212-SANITARY
 SEWER
 EASEMENT.dwg
 Date: 7-15-21
 Folder #: 8558
 Drawn by: KSO

Description Sketch for:
 M/I HOMES OF MINNEAPOLIS/ST
 PAUL, LLC



Request for Council Action

TITLE Consider Resolution Authorizing 2021 Budget Adjustment for Fiber Projects

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Marc Gade	Budget amendment requested	X
Prepared by:	Marc Gade, Technology Manager	FTE included in current complement	
Reviewed by:	Amy Hove, Finance Director Heather Rand, Interim City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider Resolution Authorizing 2021 Budget Adjustment to reflect 2021 fiber projects that were omitted from the originally adopted Host Community Fund 2021 budget.

SUMMARY:

Beginning in 2019, the Comcast INET, which the city had been using to provide dark fiber data connectivity to our facilities, was negotiated out of the Comcast franchise agreement. With the proposed changes to that agreement, it was necessary for the city to invest in its fiber infrastructure ensuring reliable cost-efficient data service. Between 2019 and 2020, the city completed fiber projects utilizing the host community fund and grants to connect the following facilities and expand our fiber footprint. Many of these projects would not have been feasible without our participation in the Dakota Broadband Board (DBB) where we are able to use DBB assets to complete the city's fiber connection.

2019-2020 Projects

In 2019, Council approved the first bid to kick off the City Hall project and the Host Community Fund was identified as the main source of funding for the city's fiber projects.

Year	Location	Cost	Funding Source
2019	City Hall	\$ 37,927	Host Community Fund
2020	Fire Station #1	10,217	Host Community Fund
2020	Fire Station #3	16,173	Host Community Fund
2020	Heritage Village Park	17,568	Grant
2020	Water Treatment Plant	80,332	Host Community Fund
2020	Inver Wood Golf Course	<u>64,479</u>	Host Community Fund
	Project Costs	\$ 226,696	

2021 Projects

In 2021, staff continued with the fiber roll-out as planned. Projects slated for completion in 2021 include the Inver Wood Maintenance Facility and Rich Valley Park. City owned high speed data at these locations allow us to provide public WIFI, security cameras, centralized door security, IOT support, while expanding our fiber footprint in Inver Grove Heights for future needs.

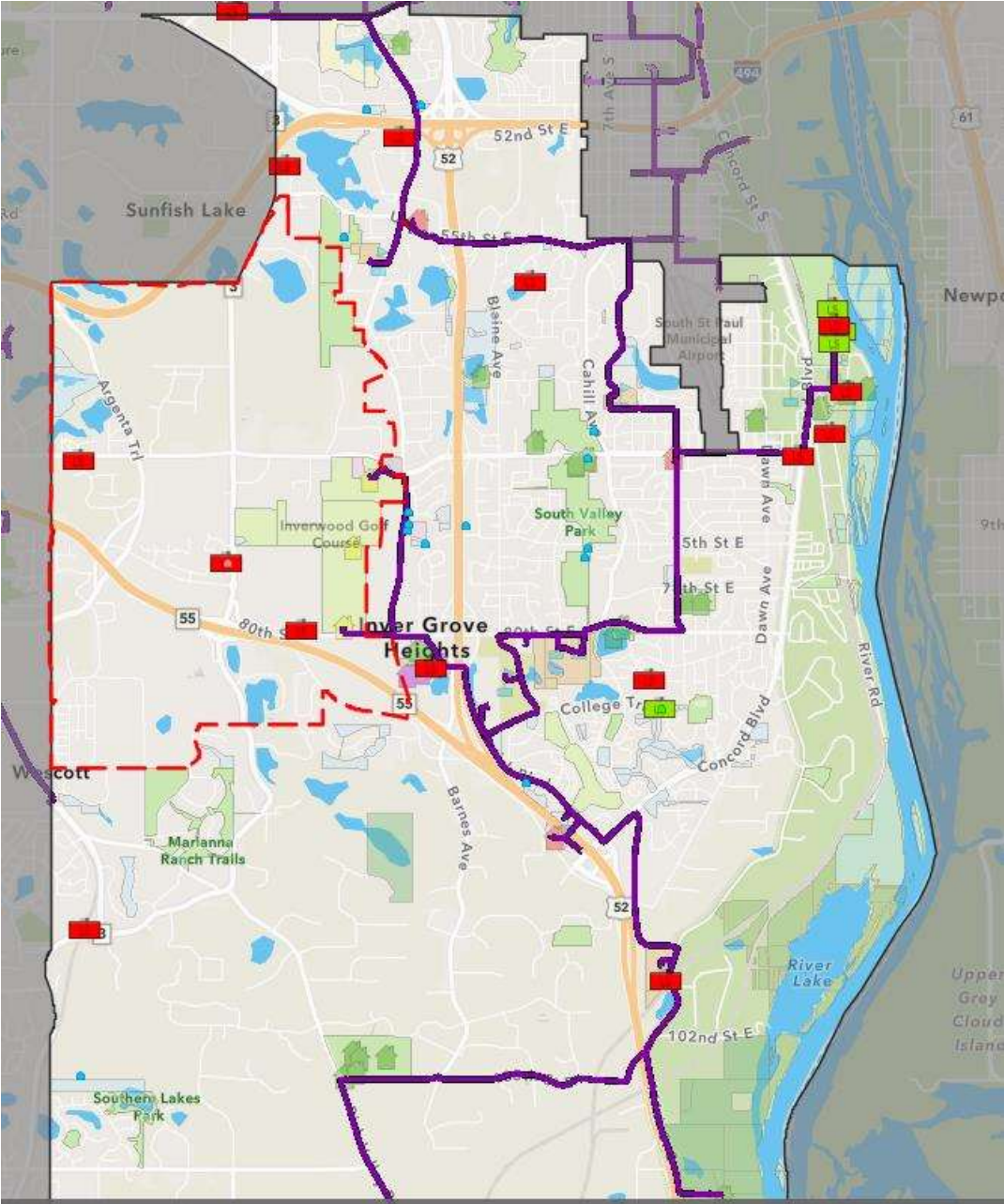
However, as staff started to build 2022 budgets, they discovered that the city's 2021 fiber projects were omitted from the 2021 Host Community Fund Budget approved by Council. Therefore, staff are requesting Council approval of a budget amendment to put the necessary funding in place to cover projects that are already underway.

Year	Location	Cost	Funding Source
2021	Inver Wood Maintenance	\$ 29,250	Recommend - Host Community Fund
2021	Rich Valley Park	<u>77,187</u>	Recommend - Host Community Fund
	Project Costs	\$ 106,437	

2022 & Future Projects

As we move forward, the next targets in our fiber development will be our public parks, secondary facilities, and utilities such as lift stations, wells, and water towers. Staff will ensure this project is included in future Host Community Fund budget requests and anticipate an annual budget of \$100,000 to continue building out the city's fiber footprint. With upcoming construction planned at South Valley Park, staff intend to focus on that project as the next fiber project in the timeline and anticipate potentially needing the full \$100,000 budget for that project in 2022. Staff will continue to monitor ongoing city and county projects to identify opportunities to expand upon the city's fiber. Progress on fiber projects will be provided to Council via Information Technology Status Updates.

Dakota Broadband Board Fiber Map



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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING 2021 BUDGET ADJUSTMENT FOR FIBER PROJECTS
FUNDED BY THE HOST COMMUNITY FUND**

WHEREAS, staff presented the City Council with a list of 2021 priorities and goals for the Host Community Fund at their October 5, 2020 work session, and

WHEREAS, the City's 2020 Fiber/Broadband Project was referenced but the City's 2021 Projects were inadvertently omitted from the materials and the expenditure total used for budgeting, and

WHEREAS, the 2021 Host Community Fund budget was approved December 14, 2020, and did not contain a budget for the City's 2021 fiber initiatives, and

WHEREAS, while continuing the City's fiber initiatives in 2021, staff realized 2021 projects which included extension to Inver Wood golf maintenance facility and Rich Valley Park were omitted from the adopted 2021 budget, and

WHEREAS, there are sufficient funds within the Host Community Fund to adjust the 2021 budget to cover 2021 project costs of \$115,000.

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

451.47.1400.413.80800	Other Equipment	\$115,000
-----------------------	-----------------	-----------

Adopted by the City of Inver Grove Heights this 23rd day of August 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



TITLE: Prestige Pools - Case No. 21-49V

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider a Resolution and Drainage and Utility Easement Agreement relating to a Variance for Prestige Pools to allow a pool within the side and front yard for the property located at 8 High Road.

- Requires a 3/5th's vote.
- 60-day deadline: September 17, 2021 (first 60-days)

SUMMARY:

The applicant is requesting a variance to allow a pool to be located with the front and side yard of a property whereas a pool is only allowed within a rear yard. The property abuts Dickman lake, which is a recreational development lake, requiring a 100-foot structure setback from the OHW (ordinary high water) for unsewered lots. The above water lot size of the property is 1.66 acres. The existing home is constructed on the easterly side of the lot, near the rear setback line. If it was the applicants desire to install the pool within the rear yard a variance from shoreland setbacks would be needed. The proposed pool would be located about 60 feet from the front lot line and over 75 feet from the side lot line, exceeding setback requirements.

Staff believes the applicant is proposing the addition within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. Adding the pool to the rear of the property would mean the entire pool would be located within the shoreland setback. One of the functions of setback requirements is to protect the shoreland and maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed pool location does not impact the shoreland or the mound system on the property. Staff does not believe the location of the pool would alter the essential character of the neighborhood as the pool would be located over 200 feet from the closest home.

Planning Staff: Staff believes the property is unique in that the 1.66 acre lot is located off a private road and due to the large setback from the lake, septic mound system, and the required pool locations by code any pool installation would require a variance. Installing the pool with the front and side yard would protect the shoreland while still providing separation from neighboring property owners. Staff recommends approval of the request as presented.

Planning Commission: At the August 17, 2021 public hearing, the applicant was present. No neighbors testified at the hearing. The Planning Commission recommended approval of the variance request with the conditions listed in the attached resolution (8-0).

Attachments: Approval Resolution
Drainage and Utility Easement Agreement
Planning staff report

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

RESOLUTION NO. ____

**RESOLUTION APPROVING A VARIANCE TO ALLOW A POOL TO BE LOCATED WITHIN
THE FRONT AND SIDE YARD OF A PROPERTY**

CASE NO. 21-49V
(Prestige Pools)

Property located at 8 High Road and legally described as:

Commencing at the Northwest corner of Lot 10, MacGregor Acres; thence S63°22'E along the Northeasterly line of said Lot, 300 feet; thence S46°5'W, 286.9 feet; thence S20°32'W, 593 feet, more or less, to a point on the Southwest corner of Lot 10, which is also the South line of the Southwest Quarter of Section 32, Township 28, Range 22, said point being 920 feet West of the Southeast corner of said Southwest Quarter; thence Northeasterly along the West line of said Lot 10 to the point of beginning, together with the South one-half of High Road adjoining said parcel.
Together with an easement for ingress and egress as shown in Document No. 380336.

Records of Dakota County, Minnesota.

WHEREAS, the afore described property is zoned E-2, Estate Residential;

WHEREAS, the afore described property is abutting DNR ID 19-46P;

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 at the August 17, 2021 meeting in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The pool location does not appear to have an adverse impact on the neighboring properties or the shoreland. The pool would be screened from view with landscaping.

- c. The site is unique in that due to the shoreland setback and location of the septic mound system a pool would not be able to be installed within the rear yard without a shoreland setback variance.
- d. Installing the pool within the front and side yard area would protect the shoreland overlay district.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a five-foot deck encroachment is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. Final site, grading, and erosion control plans shall be approved by the City Engineer.
3. An easement agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit for a pool.
4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT (Easement) is made, granted and conveyed this 23rd day of August, 2021, by and between Sena Ayse Kihtir, a single person, hereinafter referred to as the “Landowner,” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.”

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

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

A permanent easement for drainage and utility purposes, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), **and for all such purposes ancillary, incident, or related thereto** (hereinafter “Permanent Easement”) under, over, across, through, and upon that portion of the Landowners’ Property legally described and depicted on **Exhibit B** (hereinafter the “Permanent Easement Area”) attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, reconstruction, maintenance, inspection, repair, and replacement of any drainage facilities and 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 Easement Area.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Permanent Easement; and

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

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

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

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

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

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

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

LANDOWNER:

Sena Ayse Kihir

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Sena Ayse Kihir, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Thomas Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

**Commencing at the Northwest corner of Lot 10, MacGregor Acres; thence S63°22'E along the Northeasterly line of said Lot, 300 feet; thence S46°5'W, 286.9 feet; thence S20°32'W, 593 feet, more or less, to a point on the Southwest corner of Lot 10, which is also the South line of the Southwest Quarter of Section 32, Township 28, Range 22, said point being 920 feet West of the Southeast corner of said Southwest Quarter; thence Northeasterly along the West line of said Lot 10 to the point of beginning, together with the South one-half of High Road adjoining said parcel.
Together with an easement for ingress and egress as shown in Document No. 380336.**

Records of Dakota County, Minnesota.

Abstract Property

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A permanent easement for drainage and utility purposes under, over, across, through and upon that portion of Landowner's Property described as follows:

Beginning at the northwest corner of said Lot 10; thence South 63 degrees 36 minutes 44 seconds East along the northeasterly line of said Lot 10 a distance of 18.79 feet; thence South 55 degrees 04 minutes 46 seconds East a distance of 45.61 feet; thence South 38 degrees 11 minutes 22 seconds East a distance of 24.36 feet; thence South 35 degrees 19 minutes 16 seconds West a distance of 10.66 feet; thence South 56 degrees 12 minutes 37 seconds West a distance of 31.63 feet; thence South 27 degrees 56 minutes 36 seconds West a distance of 42.07 feet; thence South 06 degrees 13 minutes 09 seconds East a distance of 17.48 feet; thence South 09 degrees 09 minutes 41 seconds West a distance of 25.16 feet; thence South 13 degrees 13 minutes 17 seconds East a distance of 34.19 feet; thence North 63 degrees 33 minutes 58 seconds West a distance of 28.52 feet; thence North 45 degrees 29 minutes 59 seconds West a distance of 14.49 feet; thence North 65 degrees 25 minutes 32 seconds West a distance of 21.81 feet; thence South 71 degrees 56 minutes 47 seconds West a distance of 17.89 feet; thence South 07 degrees 59 minutes 53 seconds West a distance of 37.01 feet; thence South 44 degrees 26 minutes 11 seconds East a distance of 42.72 feet; thence South 65 degrees 54 minutes 22 seconds East a distance of 50.75 feet; thence South 60 degrees 36 minutes 22 seconds East a distance of 45.45 feet; thence South 51 degrees 33 minutes 06 seconds East a distance of 22.15 feet; thence South 77 degrees 48 minutes 19 seconds East a distance of 24.92 feet to a line which bears South 45 degrees 43 minutes 42 seconds West from a point on the northeasterly line of Lot 10 which lies 300.00 feet southeasterly of said northwest corner of Lot 10 as measured along the northeasterly line of said Lot 10; thence South 45 degrees 43 minutes 42 seconds West a distance of 24.89 feet along said line; thence North 58 degrees 18 minutes 25 seconds West a distance of 223.39 feet to the west line of said Lot 10; thence North 28 degrees 20 minutes 25 seconds East along said west line of Lot 10 a distance of 222.00 feet to the point of beginning.

EXHIBIT B (CONTINUED)

DEPICTION OF PERMANENT EASEMENT AREA

SKETCH AND DESCRIPTION

~for~ PRESTIGE POOLS
~of~ #8 HIGH ROAD

PROPOSED EASEMENT DESCRIPTION

A permanent easement for drainage and utility purposes over and across that part of Lot 10, MacGREGOR ACRES, Dakota County, Minnesota, described as follows:

Beginning at the northwest corner of said Lot 10; thence South 63 degrees 36 minutes 44 seconds East along the northeasterly line of said Lot 10 a distance of 16.39 feet; thence South 50 degrees 04 minutes 46 seconds East a distance of 45.61 feet; thence South 38 degrees 11 minutes 22 seconds East a distance of 26.36 feet; thence South 35 degrees 19 minutes 16 seconds West a distance of 10.66 feet; thence South 56 degrees 12 minutes 37 seconds West a distance of 21.63 feet; thence South 27 degrees 26 minutes 36 seconds West a distance of 42.07 feet; thence South 06 degrees 13 minutes 09 seconds East a distance of 17.48 feet; thence South 09 degrees 09 minutes 41 seconds West a distance of 25.16 feet; thence South 13 degrees 13 minutes 17 seconds East a distance of 34.19 feet; thence North 63 degrees 33 minutes 58 seconds West a distance of 28.52 feet; thence North 45 degrees 29 minutes 59 seconds West a distance of 14.49 feet; thence North 65 degrees 25 minutes 32 seconds West a distance of 21.81 feet; thence South 71 degrees 55 minutes 47 seconds West a distance of 17.89 feet; thence South 07 degrees 58 minutes 53 seconds West a distance of 37.01 feet; thence South 44 degrees 26 minutes 11 seconds East a distance of 42.72 feet; thence South 65 degrees 54 minutes 22 seconds East a distance of 50.75 feet; thence South 60 degrees 36 minutes 22 seconds East a distance of 45.45 feet; thence South 51 degrees 33 minutes 06 seconds East a distance of 22.15 feet; thence South 77 degrees 46 minutes 19 seconds East a distance of 24.92 feet to a line which bears South 45 degrees 43 minutes 42 seconds West from a point on the northeasterly line of Lot 10 which lies 300.00 feet southeasterly of said northwest corner of Lot 10 as measured along the northeasterly line of said Lot 10; thence South 45 degrees 43 minutes 42 seconds West a distance of 24.89 feet along said line; thence North 56 degrees 18 minutes 25 seconds West a distance of 223.39 feet to the west line of said Lot 10; thence North 28 degrees 20 minutes 25 seconds East along said west line of Lot 10 a distance of 222.00 feet to the point of beginning.

8-17-2021
IGH Engineering APPROVED
J Moser



NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 8/10/21.
- Bearings shown are on Dakota County datum.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- Zoning: E-2 with Standard Overlay
- Building Setbacks: 100' DRW, 30' front, 10' sides

LEGAL DESCRIPTION

(Description furnished by client)

The following described Lots, pieces or parcel of land situate, lying and being in the County of Dakota and State of Minnesota, to-wit: Commencing at the Northwest corner of Lot Ten (10), MacGregor Acres; thence South 63 degrees 22 minutes East along the Northeasterly line of said Lot, Three Hundred (300) feet; thence South 48 degrees 5 minutes West, Two Hundred Eighty six and Nine-tenths (286.9) feet; thence South 20 degrees 32 minutes West, Five Hundred Ninety-three (593) feet; more or less, to a point on the Southwest corner of Lot 18, which is also the South line of the Southwest Quarter of Section 30, Township 28, Range 22, said point being Nine Hundred Twenty (920) feet West of the Southwest corner of said Lot 10 to the point of beginning, together with the South one-half of High Road adjoining said parcel.

BENCHMARK

MDOT CSD STATION # 7236
MOUNT NAME: 1985 G
ELEVATION: 1012.408 (NAVD 88)

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 25341
- DENOTES AIR CONDITIONING UNIT
- DENOTES ELECTRIC METER
- DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES MAILBOX
- DENOTES POWER POLE
- DENOTES STORM SEWER APRON
- DENOTES UNDERGROUND GAS LINE
- DENOTES FENCE LINE
- DENOTES THREE LINE
- DENOTES EXISTING CONTOURS
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES PAVEN SURFACE

IMPERVIOUS COVERAGE CALCCS

Boundary area above CHW
(excludes High Road right of way): 60,125 sq. ft.
Existing house and garage: 5,795 sq. ft.
Existing driveway: 5,077 sq. ft.
Existing concrete/pavers: 925 sq. ft.
Existing asphalt: 99.9 sq. ft.
Total existing impervious area: 7,897 sq. ft. (11.4%)
Boundary area above CHW
(excludes High Road right of way): 60,125 sq. ft.
Total existing impervious area: 7,891 sq. ft.
Pavers/bituminous to be removed: 2,568 sq. ft.
Garage addition: 678 sq. ft.
Total proposed pool/concrete area: 2,172 sq. ft.
Total proposed impervious area: 10,376 sq. ft. (16.0%)

E.G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

DRAWN BY	DATE	CHECK BY	DATE
BN	8/17/2021	BN	8/17/2021
1		2	
2		3	
3		4	

211012



PLANNING REPORT

CASE NO: 21-49V

APPLICANT: Prestige Pools

PROPERTY OWNER: Sena Ayse Kihitir

REQUEST: Variance to allow a pool within a front and side yard

HEARING DATE: August 17, 2021

LOCATION: 8 High Road

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: E-2, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a variance to allow a pool to be located with the front and side yard of a property whereas a pool is only allowed within a rear yard. The property is a riparian lot, abutting Dickman Lake. The above water lot size of the property is 1.66 acres. Dickman lake is a recreational development lake, requiring a 100-foot structure setback from the OHW (ordinary high water) for unsewered lots. The existing home is constructed on the easterly side of the lot, near the rear setback line. If it was the applicants desire to install the pool within the rear yard a variance from shoreland setbacks would be needed which would also require notification to the DNR. The proposed pool would be located about 60 feet from the front lot line and over 75 feet from the side lot line, exceeding setback requirements.

SPECIFIC REQUESTS

The applicant is requesting the following:

- 1) A **variance** to allow an in-ground swimming pool within the front and side yards of a residential property.

EVALUATION OF THE REQUEST

The land uses, zoning districts and comprehensive plan designations surround the subject property: Single family; zoned E-2, Estate Residential; guided LDR, Low Density Residential

VARIANCE

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

Allowing a pool on the property would be in harmony with the general purpose and intent of the comprehensive plan which guides the property single family residential. The proposed pool would meet all other zoning code requirements including impervious surface and setbacks from the side and front property lines

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The two general reasons for not allowing pools in the front and side yard areas are to enhance neighborhood aesthetics and maintain a measure of privacy for swimmers. If pools cannot easily be seen from the street, this not only makes the pool more private, but it also preserves the residential streetscape.

The applicant is proposing the pool within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. Adding the pool to the rear of the home would require a variance from shoreland setbacks and would visually have a greater impact from lake views. Aesthetically, the applicants live on a private road, with trees around the property that would provide privacy for swimmers.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The lot layout is unique; the lot is 1.66 acres in size and there is not a place on the property to install a pool that would comply with code requirements. Due to the large setback from the lake any pool would require a shoreland setback variance in the rear yard. Additionally, installing the pool in the rear yard would have an impact to the septic mound system. The home is constructed on the easterly portion of the lot, providing a large side yard.

4. *The variance will not alter the essential character of the locality.*

One of the functions of setback requirements is to protect the shoreland and maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed pool is located out of the shoreland setback and would be located over 60 feet from abutting property lines, complying with all setback requirements. Staff does not believe the improvements would alter the essential character of the

neighborhood as the pool would be located over 200 feet from the closest principal structure.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for this request.

ENGINEERING REVIEW

Engineering has reviewed the request and has stated an easement shall be given over the 100 year high water line. The applicant shall continue to work with the City to secure final approval of the easement.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Variance** to allow an in-ground pool within the front and side yard of a residential property subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. Final site, grading, and erosion control plans shall be approved by the City Engineer.
 3. An easement agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to issuance of a building permit for a pool.
 4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.

Rationale: The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The location of the pool does not appear to have an adverse impact on the neighboring properties or the shoreland. The property is unique in that the 1.66 acre lot is located off a private road and due to the large setback from the lake, septic mound system, and the required pool locations by code any pool would require a variance. Installing the pool with the front and side yard would protect the shoreland.

B. Denial. If the Planning Commission does not favor the proposed variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

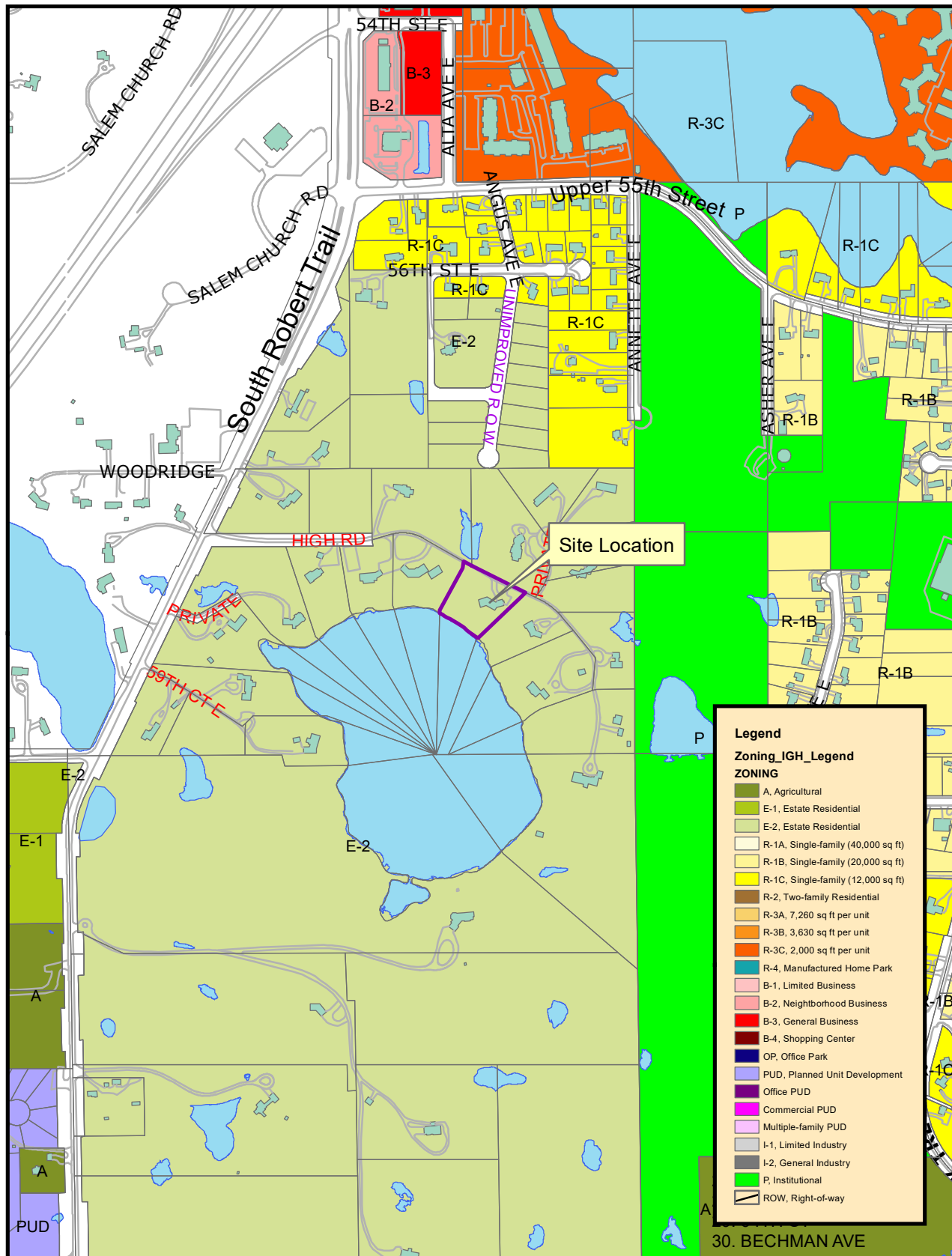
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the requested variance.

Attachments: Zoning and Location Map
Narrative
Site Plan



8 High Road Case No. 21-49V



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

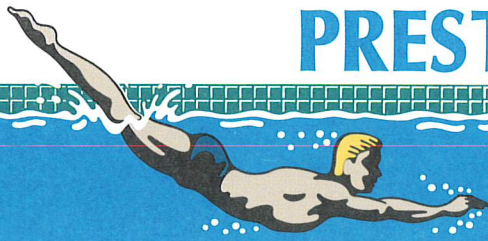
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020



Exhibit A
Zoning and Location Map

Map not to scale

PRESTIGE POOLS



651.490.1399

prestigepools.com

87 County Road C West • St. Paul, MN • 55117

Monday, July 19, 2021

SUBJECT: 8 High Road, Inver Grove Heights, MN 55077: Variance Application

Thank you for considering our request for this variance.

Although the preferred placement of the swimming pool would be behind the house, there exists two impediments preventing this location as an option. The first being a 100' lake setback that exists for both visual and environmental reasons. The majority of the rear of the house is at or near this 100' setback. Additionally the mound for the septic system sits behind the home and would also require a variance to place a pool closer to the system than is currently allowed.

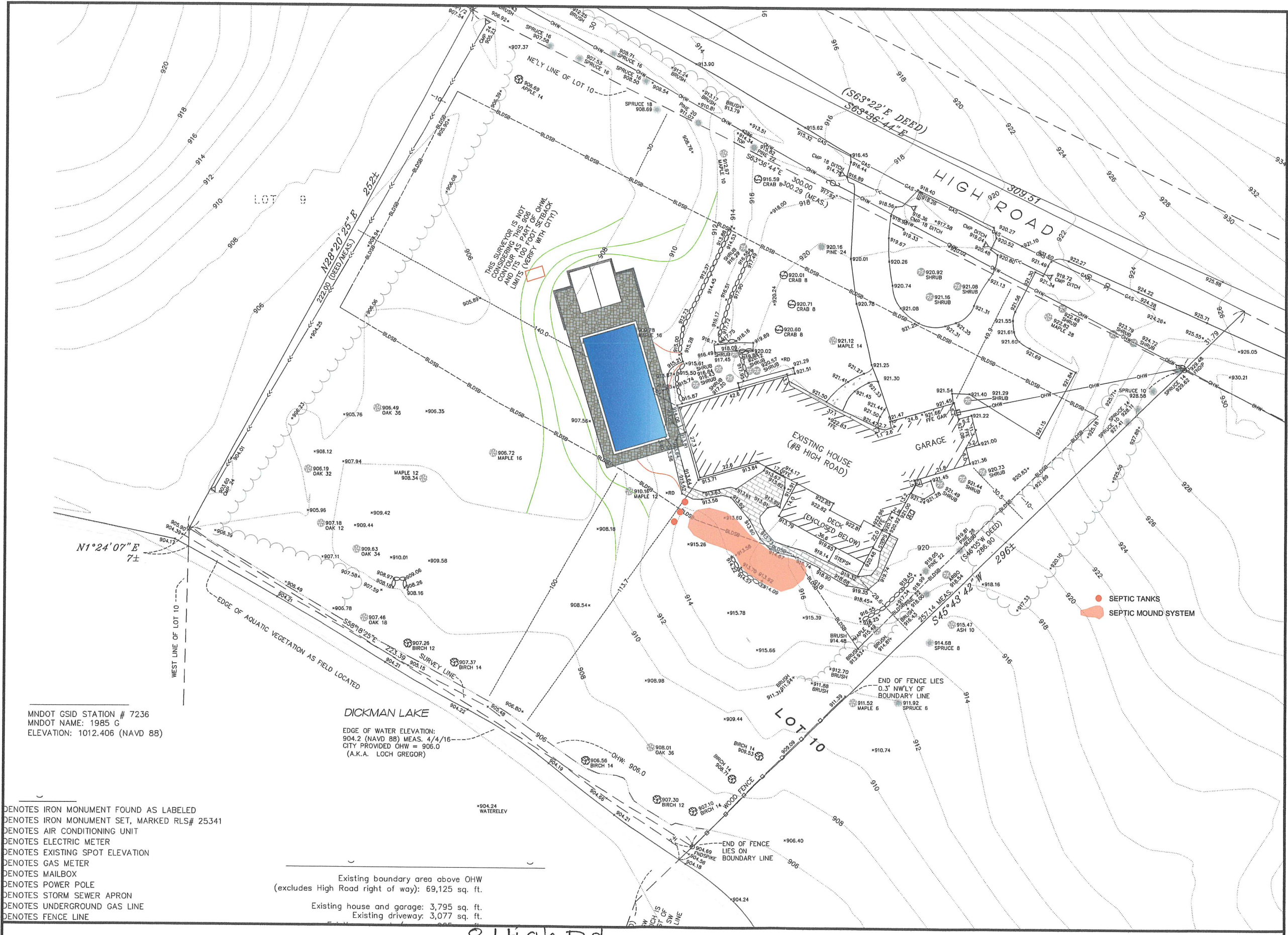
In our opinion, the placement of the pool in the side yard would not have an adverse effect from a visual standpoint of neighbors and would be much less visible from the neighboring property owners viewing it from other vantage points across the lake.

We believe an addition of a swimming pool is not an unusual property improvement given the number of pools currently present in the neighborhood and surrounding area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat Henry'. The signature is fluid and cursive, with a large initial 'P'.

Pat Henry



MNDOT GSID STATION # 7236
MNDOT NAME: 1985 G
ELEVATION: 1012.406 (NAVD 88)

DICKMAN LAKE
EDGE OF WATER ELEVATION:
904.2 (NAVD 88) MEAS. 4/4/16
CITY PROVIDED OHW = 906.0
(A.K.A. LOCH GREGOR)

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 25341
- DENOTES AIR CONDITIONING UNIT
- DENOTES ELECTRIC METER
- DENOTES EXISTING SPOT ELEVATION
- DENOTES GAS METER
- DENOTES MAILBOX
- DENOTES POWER POLE
- DENOTES STORM SEWER APRON
- DENOTES UNDERGROUND GAS LINE
- DENOTES FENCE LINE

Existing boundary area above OHW
(excludes High Road right of way): 69,125 sq. ft.
Existing house and garage: 3,795 sq. ft.
Existing driveway: 3,077 sq. ft.

8 High Rd

SCALE: 1" = 40'

URBAN ESCAPES LANDSCAPE & DESIGN CO.

PROJECT TITLE:

SHEET TITLE: SITE PLAN

PROJECT NUMBER:	12345
MWO NUMBER:	12345
DRAWN BY:	ME
CHECKED:	12345
DATE:	OCTOBER 2, 2011

REVISIONS:

SHEET NUMBER:
A-1
2 OF 20

AUTOCAD FILE
C:\AUTOCAD\DRAWINGS



Request for Council Action

TITLE: PINE BEND ESTATES 2ND ADDITION

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a Resolution relating to the Final Plat, Development Contract and related agreements for Pine Bend Estates 2nd Addition, a 20 unit townhome plat.

- Requires a 3/5th's vote.
- 60-day deadline: August 27, 2021 (first 60 days)

SUMMARY:

Applicant is proposing to develop phase 2 of the project consisting of 20 townhome units. Phase 1 of the project consisting of 12 single family home lots that was approved this year and now under construction.

ANALYSIS

- Plans are consistent with the overall preliminary plans that were approved with preliminary plans approved in April.
- Engineering and its consultants have reviewed the final grading and storm water management plans and are satisfied they comply with all city standards.
- Development Contract and related agreements address standard requirements for construction of the project.
- A restrictive use easement over a portion of the common lot along Cahill Avenue west of the new street intersection is included to require the area remain unobstructed for traffic visibility based on comment from the city traffic engineering consultant

RECOMMENDATION:

Planning Staff: Recommends approval of the final plat, development contract and related agreements as presented.

Attachments: Final Plat, Development Contract, and related agreements Resolution

Final Plat

Development Contract

Storm Water Facilities Maintenance Agreement

Street Light Agreement

Retaining Wall Maintenance Agreement

Restrictive Use Easement Agreement

Permanent Water Main Easement

Right of Access Quit Claim Deed to City

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT, STORM
WATER FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF PINE BEND ESTATES 2ND ADDITION**

**CASE NO. 21-42S
(Alliant Ventures)**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as;

**Outlot D, Pine Bend Estates, according to the recorded plat thereof, Dakota County,
Minnesota**

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 26, 2021;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements for the plat of Pine Bend Estates 2nd Addition are hereby approved subject to the following conditions:

1. The final plat and accompanying plans shall be in substantial conformance with the plan set listed in the approved Development Contract.

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 August, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PINE BEND ESTATES 2ND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Alliant Ventures III, LLC, a Minnesota limited liability company, owner, of the following described property:

Outlot D, PINE BEST ESTATES.

Has caused the same to be surveyed and platted as PINE BEND ESTATES 2ND ADDITION 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 Alliant Ventures III, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

Alliant Ventures III, LLC, a Minnesota limited liability company

_____, as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by _____ as _____ of Alliant Ventures III, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Signature

Printed Name
Notary Public, _____, County, Minnesota
My Commission Expires _____

SURVEYOR’S CERTIFICATE

I, Peter J. Hawkinson, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Peter J. Hawkinson.

Signature

Printed Name
Notary Public, _____, County, Minnesota
My Commission Expires _____

CITY COUNCIL, 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, this ____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ By: _____
Mayor Clerk

CITY PLANNING COMMISSION, Inver Grove Heights, County of Dakota, State of Minnesota

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota this ____ day of _____, 20____.

By: _____ By: _____
Chair Secretary

COUNTY SURVEYOR, Dakota County, State of Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9., taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

By: _____
Amy A. Koethe
Director, Department of Property Taxation and Records

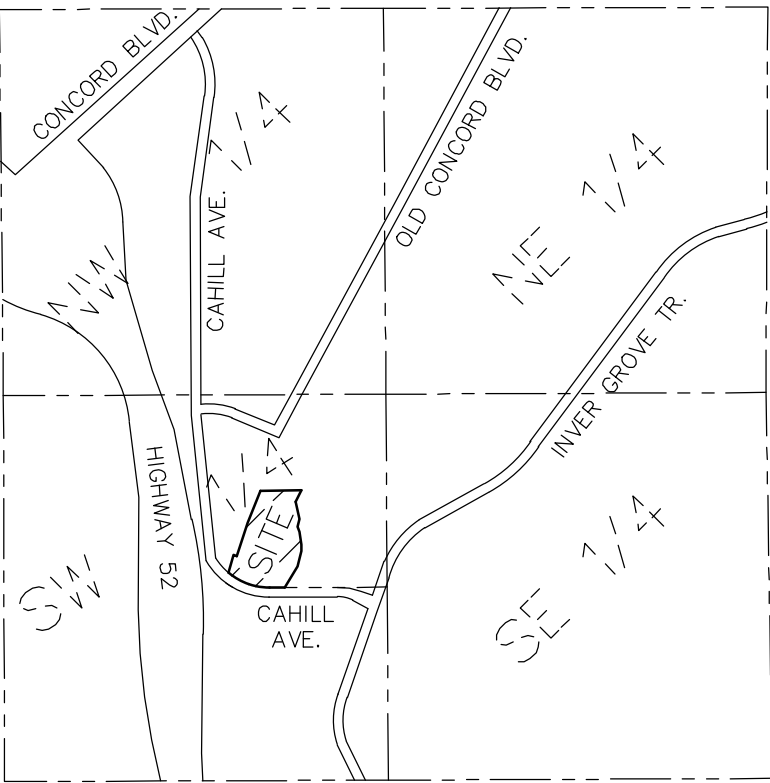
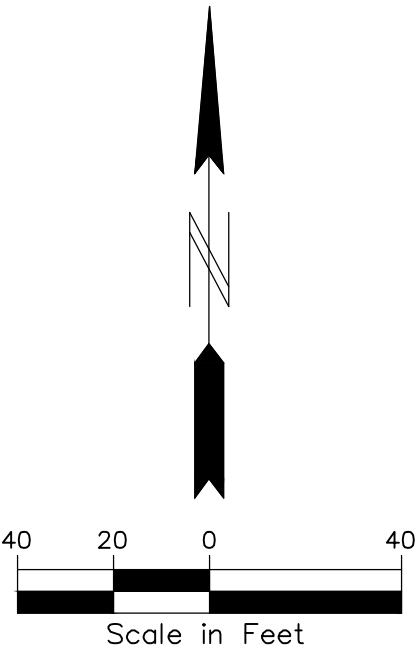
COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of PINE BEND ESTATES 2ND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

By: _____
Amy A. Koethe
Dakota County Recorder

PINE BEND ESTATES 2ND ADDITION

N 1/4 CORNER SEC. 22,
TWP. 27, RGE. 22,
DAKOTA CO. MON.



SECTION 22, TWP. 27, RGE. 22
LOCATION MAP
NOT TO SCALE

- THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NORTH LINE OF OUTLOT D, PINE BEND ESTATES, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 89°45'57" WEST.
- DENOTES FOUND DAKOTA COUNTY MONUMENT
 - DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
 - DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.
 - DENOTES ACCESS CONTROL PER MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP 19-156.

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-156
C.S.A.H. 55 (COURTHOUSE BLVD.)
U.S. HIGHWAY 52

CB=N15°27'38"E
R=3714.92
Δ=01°55'52"

CB=N20°02'56"E
R=3688.11
Δ=07°14'41"

BLOCK 1

Δ=40°36'56"
R=420.00
297.73
CAHILL AVENUE

S89°45'57"W 279.07

NORTH LINE OF OUTLOT D,
PINE BEND ESTATES

583.70
N89°45'57"E

3300.02
N00°22'29"W
1982.78
S00°22'29"E

N27°51'04"E 86.59
N1°08'01"E 91.61

N12°33'45"E 53.44
N23°32'46"W 35.17

N00°29'01"W 40.05
N55°59'40"E 18°88

N15°49'16"E 110.66

N30°54'11"E 162.88

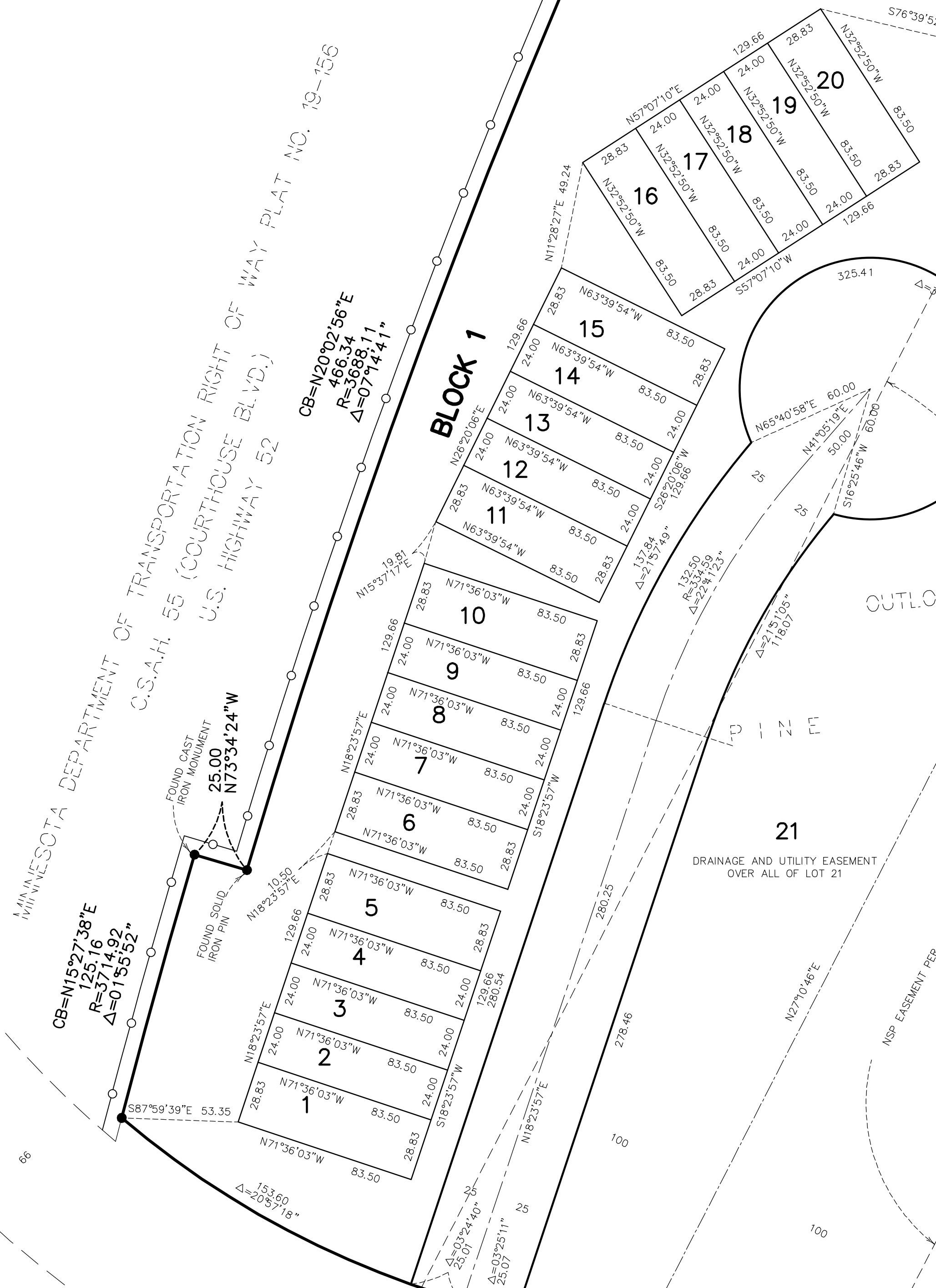
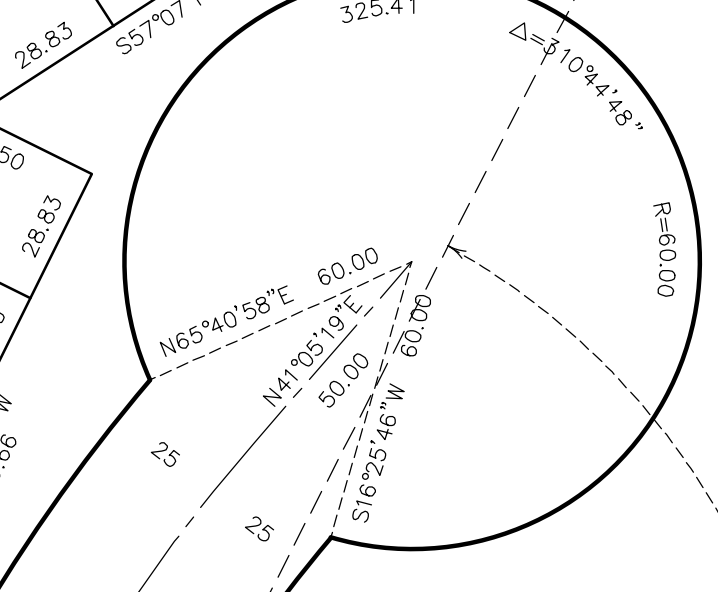
N89°46'31"E 105.73

66

21
DRAINAGE AND UTILITY EASEMENT
OVER ALL OF LOT 21

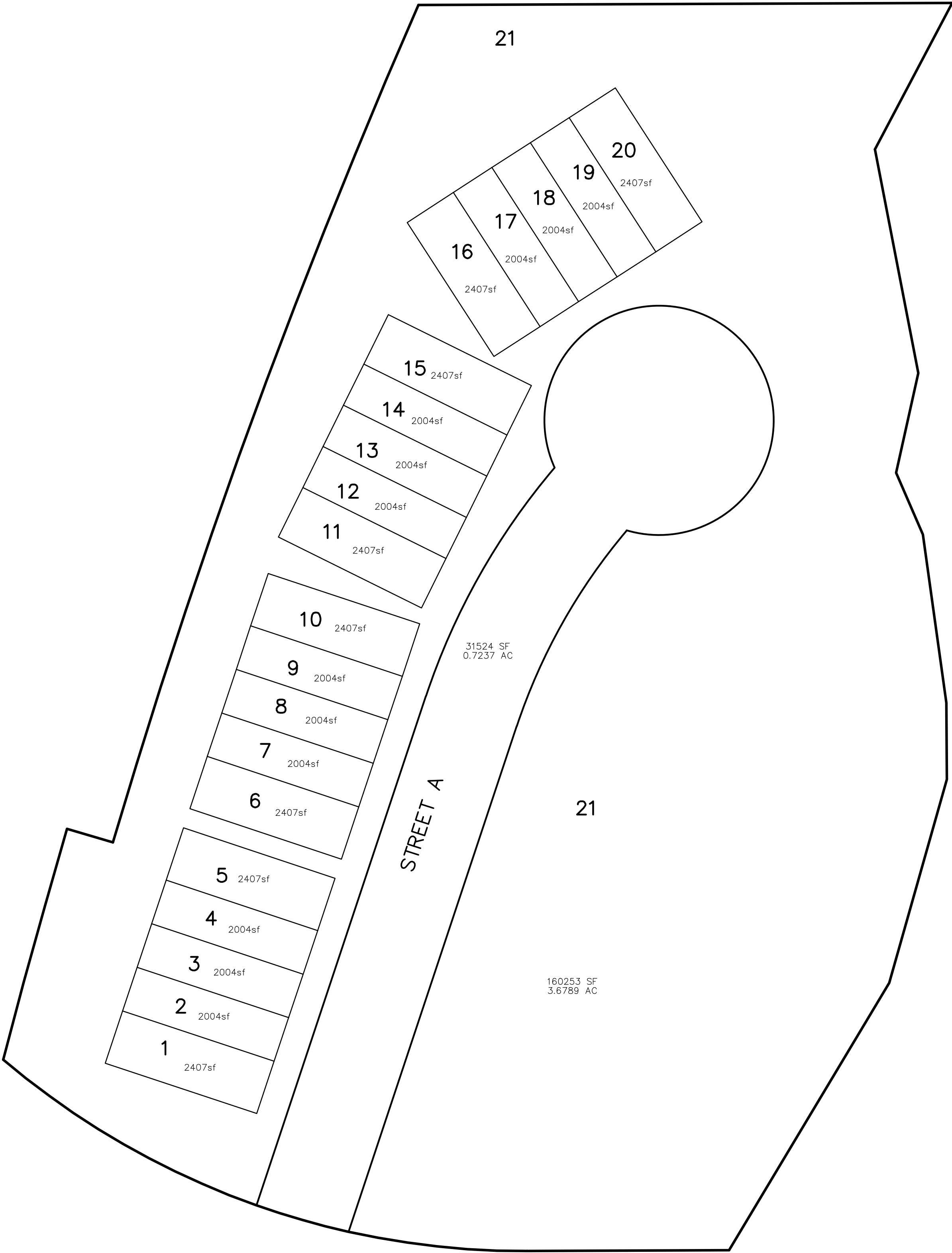
NSP EASEMENT PER DOC.

OUTLOT D



PINE BEND ESTATES 2ND ADDITION

AREA SUMMARY			
BLOCK 1 =	203,559 SF.	4.6731 AC.	
TOTAL LOT AREA =	203,559 SF.	4.6731 AC.	
TOTAL OUTLOT AREA =	0 SF.	0 AC.	
R/W AREA =	31,524 SF.	0.7237 AC.	
TOTAL AREA =	235,083 SF.	5.3968 AC.	



DEVELOPMENT CONTRACT
FOR PLAT OF
PINE BEND ESTATES 2nd ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Plat
- 1.5 Development Plans
- 1.6 Development Contract
- 1.7 Council
- 1.8 PWD
- 1.9 Director of PWD
- 1.10 County
- 1.11 Other Regulatory Agencies
- 1.12 Utility Companies
- 1.13 Prior Easement Holders
- 1.14 Developer Improvements
- 1.15 City Improvements
- 1.16 Developer Public Improvements
- 1.17 Developer Default
- 1.18 Force Majeure

1.19 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Developer Improvements and Erosion Control
- I. Obtaining Permits
- J. Fee Title

1.20 City Warranties

- A. Organization
- B. Authority

1.21 Formal Notice

ARTICLE 2 - PLAT APPROVAL

2.1 Plat Approval

2.2 Plat Density

2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

- 4.1 Developer Improvements
- 4.2 Ground Material
- 4.3 Grading/Drainage Plan And Easements
- 4.4 Street Signs
- 4.5 Boulevard And Area Restoration
- 4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

- 5.1 Park Contribution

ARTICLE 6 - OTHER PERMITS

- 6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

- 7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

- 8.1 Approval of Contractors and Engineer
- 8.2 Construction
- 8.3 Inspection
- 8.4 Faithful Performance of Construction Contracts
- 8.5 City Acceptance
- 8.6 Engineering Submittals/As Built Information

ARTICLE 9 - RESPONSIBILITY FOR COSTS

- 9.1 Developer Improvement Costs
- 9.2 City Miscellaneous Expenses

9.3 Enforcement Costs

9.4 Time of Payment

ARTICLE 10 - DEVELOPER WARRANTIES

10.1 Statement of Developer Warranties

ARTICLE 11 - CITY WARRANTIES

11.1 Statement of City Warranties

ARTICLE 12 - INDEMNIFICATION OF CITY

12.1 Indemnification of City

12.2 Notice

12.3 Defense of Claim

ARTICLE 13 - CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 City Remedies

13.2 No Additional Waiver Implied By One Waiver

13.3 No Remedy Exclusive

13.4 Emergency

ARTICLE 14 - ESCROW DEPOSIT FOR DEVELOPER IMPROVEMENTS

14.1 Escrow Requirement for Developer Improvements

14.2 Escrow Release and Escrow Increase

ARTICLE 15 - MISCELLANEOUS

15.1 City's Duties

15.2 Additional Improvements

15.3 No Third Party Recourse

- 15.4 Validity
- 15.5 Recording
- 15.6 Binding Agreement
- 15.7 Contract Assignment
- 15.8 Amendment And Waiver
- 15.9 Governing Law
- 15.10 Counterparts
- 15.11 Headings
- 15.12 Inconsistency
- 15.13 Access
- 15.14 Consent

EXHIBIT A	Legal Description of Plat
EXHIBIT B	List of Development Plans
EXHIBIT C	Developer Improvements
EXHIBIT D	City Improvements
EXHIBIT E	Miscellaneous Requirements And Conditions Imposed By The City
EXHIBIT F	Escrow Calculation for Developer Improvements

CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF PINE BEND ESTATES 2ND ADDITION

THIS DEVELOPMENT CONTRACT is made and entered into on the 23rd day of August, 2021, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER and OWNER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires grading, drainage and erosion control measures, the installation of a public street, public utilities (sewer and water), storm sewer, storm water facilities and a public trail; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

1.2 CITY. "CITY" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 DEVELOPER. "DEVELOPER" means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of Pine Bend Estates 2nd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.5 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

1.7 COUNCIL. "COUNCIL" means the Council of the City of Inver Grove Heights.

1.8 PWD. "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.9 DIRECTOR OF PWD. "DIRECTOR OF PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegates.

1.10 COUNTY. "COUNTY" means Dakota County, Minnesota.

1.11 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County (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
- g.) Minnesota Pollution Control Agency (MPCA)

1.12 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.13 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.15 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.17 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

1.18 FORCE MAJEURE. "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; and fires or explosions.

1.19 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or

affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, MPCA, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations.
- H. **WARRANTY ON DEVELOPER IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER 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 approval and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, sod and vegetation shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for street, water main, sanitary sewer, drainage, storm water facilities and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, water main, sanitary sewer, drainage, storm water facilities and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable CITY, COUNTY, MPCA, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** OWNER owns fee title to the property within the PLAT.

1.20 CITY WARRANTIES. “CITY WARRANTIES” means that the CITY hereby warrants and represents as follows:

- A. ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.21 FORMAL NOTICE. "FORMAL NOTICE" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

**If to
DEVELOPER
or OWNER:** Alliant Ventures III, LLC
4655 Nicols Road #106
Eagan, MN 55122

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.

1.22 OWNER. “OWNER” means Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this

DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to

complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The DEVELOPER shall be financially responsible for payment for this extra work.

DEVELOPER shall also comply with the erosion control requirements referenced in Exhibit E.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES,

and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The

DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.19 and 10.1 and except as provided in the following agreements:

- Storm Water Facilities Maintenance Agreement for Pine Bend Estates 2nd Addition
- Street Light Agreement for Plat of Pine Bend Estates 2nd Addition
- Restrictive Use Easement Agreement for Lot 21, Block 1, Pine Bend Estates 2nd Addition
- Retaining Wall Maintenance Agreement for Lot 21, Block 1, Pine Bend Estates 2nd Addition

If the Developer Public Improvements do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. 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.

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 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 makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **CITY WARRANTIES**

11.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 12 **INDEMNIFICATION OF CITY**

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER 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.) if commenced, 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 and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

13.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy

shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 **ESCROW DEPOSIT**

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2023. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2023, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to

renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2023.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on Exhibit C have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 15 **MISCELLANEOUS**

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

15.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or DEVELOPER under this DEVELOPMENT CONTRACT.

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

15.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

15.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER AND OWNER:
ALLIANT VENTURES III, LLC**

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA____) ss.

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

This Instrument Was Drafted By:

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

**After Recording, Please Return This
Instrument To:**

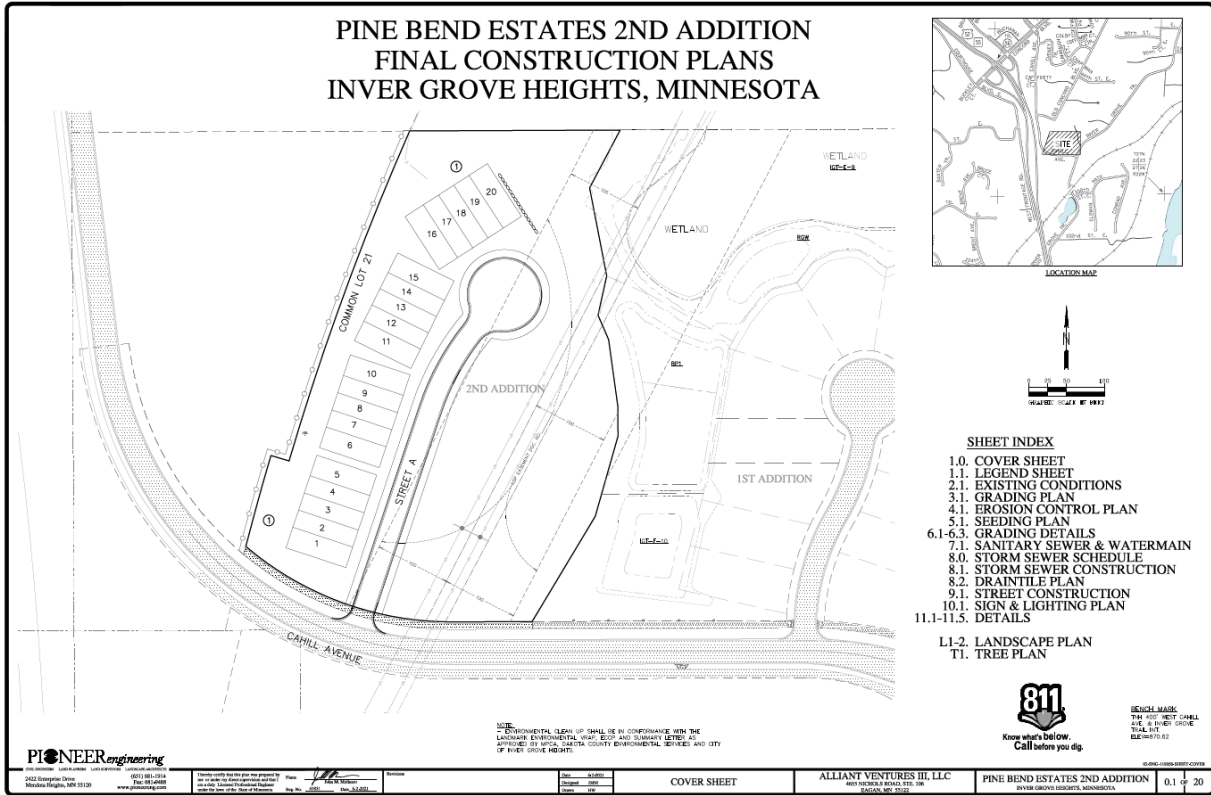
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF PINE BEND ESTATES 2ND ADDITION

Real property situated in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described as:

Lots 1 through 21, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS



The Development Plans include those certain plans (20 sheets) listed in the Sheet Index above.

The Development Plans were last revised on August ____, 2021. The set of Development Plans last revised on August ____, 2021 are the final, approved Development Plans.

The above-listed Development Plans were approved by the City Engineer on August 11, 2020.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Pine Bend Estates 2nd Addition (the “City Engineer Memos”):

1. Memo to City Planner from Assistant City Engineer dated April 16, 2021.
2. Memo to City Planner from Assistant City Engineer dated August 3, 2021.
3. Memo to Assistant City Engineer from SEH dated April 20, 2021.
4. Barr Engineering storm water review comments dated July 23, 2021.
5. Letter from Mn/DOT dated May 6, 2021.

The City Engineer Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 31, 2021 whichever occurs first	General site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Utilities (sanitary sewer and water lateral lines)
X	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Gravel base for street
X PUBLIC	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Pedestrian trail
X PUBLIC	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Storm Water Facilities constructed to a functional level approved by the City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first	Base bituminous for street and street lights

X PUBLIC	prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first	Storm Water Facilities completed
X	prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first	Retaining walls
X PUBLIC	See Section 4.4	Street signage
X PUBLIC	December 31, 2022	Final wear course of bituminous for street
X PUBLIC	prior to obtaining a certificate of occupancy or December 31, 2022, whichever occurs first	Site landscaping

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

** Lot landscaping must be completed prior to issuance of a certificate of occupancy for the individual subject lot; 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 will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping no later than the following June 15th.

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$_____ with regard to the street in the DEVELOPER IMPROVEMENTS as required under Section 7 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
 - i.) DEVELOPER must pay any tree preservation shortage, if any.
 - j.) DEVELOPER shall obtain all required permits including any NPDES Construction Storm Water Permit, Public Watermain Extension Permit, Public Sanitary Sewer Main Extension Permit, DCSWCD and State Agency Wetland Determination and MnDOT Drainage Permit.

- 2.) **BUILDING PERMITS FOR LOTS.** Prior to December 31, 2021, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in paragraph 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 13 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) The Storm Water Facilities must be constructed to a functional level reasonably approved by the City Engineer.
 - e.) General site, grading, drainage and erosion control must be completed.
 - f.) Utilities must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) Gravel base for the street must be installed.
 - i.) The DEVELOPER must show evidence that a homeowner association has been created for the lots within the PLAT required by paragraph 12 of this Exhibit E.
 - j.) Retaining walls shall be constructed.
 - k.) The pedestrian trail shall be constructed.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2021, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in paragraphs 1 and 2 of this Exhibit E must be satisfied.
 - b.) Base course bituminous for the street and the street lights must be installed.
 - c.) The Storm Water Facilities must be completed and approved by the City Engineer.
 - d.) Site landscaping must be completed.

The final wear course of bituminous for the street must be installed by December 31, 2022; however, the final wear course of bituminous for the street 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 amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$4,000, multiplied by the number of units in the PLAT. There are 20 units and as a result, the park contribution is \$80,000 (20 units multiplied by \$4,000 per unit). The park contribution fee must be paid before the CITY releases the PLAT.
- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** There are no Northwest Area Utility Plat Connection Fee owed for the PLAT.
- 7.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the street. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$_____ for the work.
- The amount of \$_____ is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the PLAT.
- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. Also see paragraph 24 of this Exhibit E.
- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the PLAT.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT for the first three years after installation. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):

- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;
- b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the builder. The builder must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

11.) **RETAINING WALL REQUIRMENTS.** If any of the lots in the PLAT are to have retaining walls, then prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.

12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER create a homeowners association for all of the lots within the PLAT. The documents prepared by the DEVELOPER in connection with the homeowners association must be approved by the CITY prior to the issuance of a building permit for any lot in the PLAT, which approval shall not unreasonably be withheld, delayed or conditioned.

13.) **AGREEMENTS.** The DEVELOPER and OWNER must comply with the requirements contained in the agreements set forth below:

- a. OWNER 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. OWNER must execute a Storm Water Facilities Maintenance 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.

- c. OWNER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. OWNER must execute a Restrictive Use Easement Agreement for Lot 21, Block 1 of the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. OWNER must execute a combined Retaining Wall Maintenance Agreement and Encroachment Agreement for Lot 21, Block 1 of the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. OWNER must obtain approval from the CITY and must record the homeowner association documents referenced in this Exhibit E.

- g. OWNER must execute a Permanent Watermain Easement for the PLAT.

The above-listed easement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- h. OWNER must execute an Access Rights Quit Claim Deed for the PLAT.

The above-listed document must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. OWNER must provide a copy of the private maintenance agreement between the two homeowners associations referenced in paragraph 19 of this Exhibit E.

The above-listed document must be approved by the City Attorney and must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The documents listed in this paragraph must be recorded prior to any mortgage relating to any lots in the PLAT.

- 14.) **MONUMENT AT ENTRYWAY.** If DEVELOPER constructs a monument and associated landscaping at the entryway to the PLAT, the monument and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The homeowners association for the PLAT will maintain the monument and associated

landscaping. If the homeowners association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the homeowners association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.

- 15.) **MODEL HOMES / SALES HOMES.** If DEVELOPER intends to construct model homes on certain lots within the PLAT, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

- 16.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Natural Area/Open Space	City Council

- 17.) **PEDESTRIAN TRAIL.** DEVELOPER shall construct a pedestrian trail along Cahill Avenue within the right-of-way as shown on the DEVELOPMENT PLANS.
- 18.) **TREE REPLACEMENT SHORTAGE.** DEVELOPER must comply with the tree reforestation requirements, if any, and meet the CITY's tree preservation and street tree requirements.
- 19.) **PRIVATE MAINTENANCE AGREEMENT.** The homeowners association for the plat of Pine Bend Estates (Pine Bend Estates Homeowners Association) and the homeowners association to be created for the plat of Pine Bend Estates 2nd Addition shall enter into a private maintenance agreement between the two homeowners associations relating to the responsibilities and obligations for maintenance relating to the storm water facilities located in the plat of Pine Bend Estates and the plat of Pine Bend Estates 2nd Addition. The private maintenance agreement shall prepared by and recorded by the OWNER. The private maintenance agreement shall be approved by the City Attorney.

- 20.) **XCEL POWER LINE EASEMENT.** DEVELOPER is constructing DEVELOPER IMPROVEMENTS within a utility easement (power line) in favor of Xcel Energy (Northern States Power). OWNER shall enter into an agreement with Xcel Energy that authorizes and allows DEVELOPER to construct and place the DEVELOPER IMPROVEMENTS within the utility easement.
- 21.) **NO SUPERCEDING EFFECT; REAFFIRMATION OF PROVISIONS IN RECORDED DOCUMENTS FOR PLAT OF PINE BEND ESTATES.** DEVELOPER agrees that this DEVELOPMENT CONTRACT does not supercede the existing recorded agreements set forth below; such agreements set forth below remain in full force and effect:
- Development Contract for The Plat of Pine Bend Estates recorded as Dakota County Document No. 3413679
 - Storm Water Facilities Maintenance Agreement for Outlots A, B and C, Pine Bend Estates recorded as Dakota County Document No. 3413680

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage & Erosion Control	\$	
2.)	Sanitary Sewer	\$	
3.)	Watermain	\$	
4.)	Storm Sewer (piping & structures)	\$	
5.)	Storm Water Facilities (including vegetation)	\$	
6.)	Street	\$	
7.)	Trail	\$	
8.)	Street Lights	\$	
9.)	Retaining Walls	\$	
10.)	Construction debris clean up	\$	
11.)	Certified As-Builts	\$	
12.)	Landscaping (Planning)	\$	
	SUBTOTAL	\$	
	Multiplied by		x <u>1.25</u>
	TOTAL ESCROW:	\$	

EXHIBIT F
ESCROW CALCULATION
(Continued)

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

- \$42,000 City fees for inspection and engineering services (20 lots x \$2,100 per lot)
- **\$42,000 TOTAL (DEVELOPER responsibility)**

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

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Out of this Engineering Escrow Amount, the sum of \$_____ shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and vegetation establishment on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the vegetative cover has been established to the reasonable satisfaction of the City with respect to the Storm Water Facilities in the PLAT.

To the extent the engineering inspection charges exceed the initially deposited Engineering Escrow Amount of \$42,000 referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

To the extent the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or vegetation establishment exceed the Escrow Retainage amount referenced above, 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.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION (Agreement) is made, entered into and effective this 23rd day of August, 2021, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Alliant Ventures III, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”) and Pine Bend Estates Townhome Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Association. Association means Pine Bend Estates Townhome Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means and includes the following existing and future Storm Water Facilities located within Lot 21, Block 1, Pine Bend Estates 2nd Addition:

Any existing or future storm water ponds, infiltration basins, pre-treatment basins, storm water piping, storm water quality structures, outlets, manholes, and related storm water appurtenances.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2021, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2022, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.11 Storm Water Facility Plan. “Storm Water Facility Plan” means the Grading Plan (3.1), the Erosion Control Plan (4.1), the Grading Details (6.1-6.3), the Storm Sewer Construction Plan (8.1) and the Draintile Plan (8.2), prepared by Pioneer Engineering with a final revision date of August ___, 2021 and approved by the Assistant City Engineer on August ___, 2021. The Storm Water Facility Plan is on file with the City. The Storm Water Facility Plan also means and includes the Operations and Maintenance Plan attached hereto as **Exhibit B**.

The Storm Water Facility Plan includes the Storm Water Facilities Responsibility Map prepared by Pioneer Engineering and approved by the Assistant City Engineer attached hereto as **Exhibit D**.

The Storm Water Facility Plan includes the Storm Water Management Plan prepared by Pioneer Engineering dated June 22, 2021 and approved by the Assistant City Engineer.

The Storm Water Facility Plan also includes modifications of the Storm Water Facility Plan as approved from time to time by the City Engineer.

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

1.13 Development Contract. “Development Contract” means that certain contract between Landowner and City dated August 23, 2021.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner currently owns Lot 21, Block 1, Pine Bend Estates 2nd Addition. Landowner is conveying Lot 21, Block 1, Pine Bend Estates 2nd Addition to the Association. Landowner currently owns the Residential Lots.

Recital No. 2. From and after January 1, 2022, the Association will be obligated to maintain the Storm Water Facilities located on Lot 21, Block 1, Pine Bend Estates 2nd Addition that are defined in Section 1.5 of this Agreement.

Recital No. 3. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 4. The City is willing to allow the plat of Pine Bend Estates 2nd Addition to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. The Residential Owners will be members of the Association.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

Recital No. 7. Because Landowner currently owns all the Residential Lots, Landowner is currently the only Residential Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Landowner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Operation and Maintenance of Storm Water Facilities. Responsible Party is obligated at its expense to perpetually operate and maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the advance written consent of the City. The Responsible Party shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Party for maintaining the Storm Water Facilities exists even though the event or omission which caused

the need for maintenance of the Storm Water Facilities may arise on property outside of the plat of Pine Bend Estates 2nd Addition.

3.3 Maintenance by City. The City will maintain the storm water pipe and storm water quality structure located in the City right-of-way as depicted on **Exhibit D** of this Agreement.

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Pine Bend Estates is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Party shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Party 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 Landowner has prepared an Operations & Maintenance Plan to show how the Responsible Party must operate and maintain Long Term Best Management Practices for the Storm Water Facilities attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Party shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Party 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**. The reporting requirements shall begin with calendar year 2021.

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard 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 reasonably 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 reasonably 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 Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

3.6 Payment of Costs Incurred by City. If the Responsible Party fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible 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.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential 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 Residential Lots for the costs and expenses incurred by the City. The Responsible Party and the Residential Owners hereby waive 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 Residential Lots. The Responsible Party and Residential Owners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party and Residential Owners acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Residential Lots.

3.8 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities are located in whole within a platted drainage and utility easement dedicated to the public in the plat of Pine Bend Estates 2nd Addition.

The City hereby grants to the Responsible Party a right and license to enter the public drainage and utility easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance.

Landowner and Association hereby grant to the City a right and license to access and enter Lot 21, Block 1, Pine Bend Estates 2nd Addition for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.9 Indemnification of City. Responsible Party 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 its part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Storm Water Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Storm Water Facilities.

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 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner and Association execute this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Pine Bend Estates 2nd Addition.

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 Residential Lots and Lot 21, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota and shall be binding upon the parties and the successors and assigns of the parties to this Agreement. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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, City and Association consent to the recording of this Agreement.

5.6 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Landowner:	Alliant Ventures III, LLC 4655 Nicols Road #106 Eagan, MN 55122
If to Association:	Pine Bend Estates Townhome Association 4655 Nicols Road #106 Eagan, MN 55122

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.

5.7 No Superseding Effect. This Agreement shall not supersede the Storm Water Facilities Maintenance Agreement for the plat of Pine Bend Estates recorded as Dakota County Document No. 3413680. The obligations for maintenance contained in the Storm Water Facilities Maintenance Agreement recorded as Dakota County Document No. 3413680 shall remain in full force and effect.

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

IN WITNESS WHEREOF Landowner, Association and City have entered into this Storm Water Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ALLIANT VENTURES III, LLC

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA____)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

**ASSOCIATION:
PINE BEND ESTATES TOWNHOME ASSOCIATION**

By: _____

Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of August __, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Pine Bend Estates Townhome Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Pine Bend Estates Townhome Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 20, Block 1, Pine Bend Estates 2nd Addition, Dakota County,
Minnesota

according to the plat thereof on file and of record in the office of the Dakota County
Recorder, State of Minnesota.

EXHIBIT B
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 September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip.	Responsible Party
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.	Responsible Party
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 Party
4. Mulch replacement.	Every 2 to 3 years or as needed to maintain 3" to 4" depth.	If applicable, add shredded hardwood mulch.	Responsible Party
5. Watering.	As needed.	Provide 1 inch of water when plants show signs of stress.	Responsible Party
6. Vegetation replacement and weeding.	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.	Responsible Party
7. Clean/fix structural components.	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer's recommendations.	Responsible Party
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.	Responsible Party

EXHIBIT C ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):	
LOCATION:				POND ID:	
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	SPCD	OTHER
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS					
WEEDS, ETC.		BRUSH, TREES, ETC.		GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT:		Y	N		
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLICIT DISCHARGE					
DATE OF LAST RAINFALL EVENT:					
ODOR	Y	N	COMMENTS:		
COLOR	Y	N	COMMENTS:		
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:		
MAINTENANCE PERFORMED:					
SIGNED:				DATE:	

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D
STORM WATER FACILITIES RESPONSIBILITY MAP

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION (Agreement) is made this 23rd day of August, 2021, by and between Alliant Ventures III, LLC, a Minnesota limited liability company, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”. Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

**ARTICLE 1
TERMS**

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

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

1.3 Landowner. “Landowner” means Alliant Ventures III, LLC, a Minnesota limited liability company, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Pine Bend Estates 2nd Addition.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Pine Bend Estates 2nd Addition.

ARTICLE 2

RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Pine Bend Estates 2nd Addition.

2.2 Installation of Street Lights. Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Pine Bend Estates 2nd Addition. The Street Lights for Pine Bend Estates 2nd Addition shall be installed no later than the time that the public streets within the plat of Pine Bend Estates 2nd Addition are constructed.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Pine Bend Estates 2nd Addition, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2022, 2023 and 2024 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2025, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being

imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Pine Bend Estates 2nd Addition.

2.5 Warranty of Ownership. Landowner owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Pine Bend Estates 2nd Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of Pine Bend Estates 2nd Addition is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

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

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so

waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

4.8 Superseding Effect. With respect to Lot 21, Block 1, Pine Bend Estates 2nd Addition, this Agreement shall supersede the Residential Street Light Agreement for plat of Pine Bend Estates recorded as Dakota County Document No. 3413686. The Street Light Agreement recorded as Dakota County Document No.3413686 shall be of no further force and effect with respect to Lot 21, Block 1, Pine Bend Estates 2nd Addition (re-plat of Outlot D, Pine Bend Estates).

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

IN WITNESS WHEREOF, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ALLIANT VENTURES III, LLC

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA____)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 20, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION (hereafter referred to as “Agreement”) is made, entered into and effective this 23rd day of August, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Alliant Ventures III, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner”) and Pine Bend Estates Townhome Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 Alliant Ventures III, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Association. Association means Pine Bend Estates Townhome Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Retaining Wall Lots:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Lots.

1.6 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the Grading Plan (3.1 of 20) and the Erosion Control Plan (4.1 of 20) prepared by Pioneer

Engineering dated August ___, 2021 and approved by the City Engineer on August ___, 2021. The Retaining Wall Construction Plan is on file with the City.

1.7 Responsible Party. Responsible Party means the following:

- a. For the time period from the date of this Agreement to December 31, 2021, the Responsible Owner means Landowner and its successors and assigns;

AND

- b. For the time period from and after January 1, 2022, the Responsible Owner means the Association and its successors and assigns.

1.8 Residential Lots. Residential Lots means each and all of the following, individually and collectively:

All of the lots legally described and listed on the attached **Exhibit A**.

1.9 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.10 Retaining Wall Lot. Retaining Wall Lot means the lot identified on **Exhibit B** attached hereto.

1.11 Retaining Wall Lot Owner. Retaining Wall Lot Owner means the fee title owners of the Retaining Wall Lot.

1.12 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.13 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner will construct the Retaining Wall Facilities on the Retaining Wall Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 2. The Residential Owners will be members of the Association. Landowner owns the Residential Lots. Landowner owns the Retaining Wall Lot.

Recital No. 3. The Association, the Residential Lots and the Residential Owners are benefitted and served by the Retaining Wall Facilities.

Recital No. 4. The City is willing to allow the plat of Pine Bend Estates 2nd Addition to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner and if

Landowner (as a Residential Owner and a Responsible Party under this Agreement) and the Association execute this Agreement.

Recital No. 5. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Party any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Party fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Landowner agrees that by a date reasonably set by the City's Director of Public Works the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Landowner, subject to delays due to force majeure.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Party is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities. The Responsible Party shall also ensure that the Retaining Wall Facilities always remain fit for the use intended, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). The responsibility of the Responsible Party for maintaining the Retaining Wall Facilities on the Retaining Wall Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Retaining Wall Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible

Party has not complied with Sections 3.2 and 3.3 hereof, the DPW shall provide written notice to the Responsible Party of such failure to comply with Sections 3.2 and 3.3. This notice shall specify that the Responsible Party will have thirty (30) days to comply with Sections 3.2 and 3.3, 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 reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced construction of the Retaining Wall Facilities 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 Sections 3.2 and 3.3, in the event of an emergency as reasonably 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 Sections 3.2 and 3.3. If the City performs emergency construction work, the Responsible Party shall be obligated to repay the City the costs incurred to perform the emergency construction 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 Sections 3.2 and 3.3 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance with Sections 3.2 and 3.3 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Sections 3.2 and 3.3 to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Sections 3.2 and 3.3. 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 under Section 3.5 by the Responsible Party, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential 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 Residential Lots for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Party acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Sections 3.2 and 3.3 equals or exceeds the amount of the charges and

assessments for compliance with Sections 3.2 and 3.3 that are being imposed hereunder upon the Residential Lots.

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

The Responsible Party hereby grants to the City a temporary right and license to access and enter the Retaining Wall Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

3.8 Indemnification of City. Responsible Party 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.) 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 and failure to cure the same within the applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Retaining Wall Facilities;
- d.) any act or negligence by the Responsible Party, its agents, employees or contractors in connection with construction of the Retaining Wall Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 Compliance with Development Contract. The City agrees that if Landowner and Association execute this Retaining Wall Maintenance Agreement and if Landowner complies with the other conditions contained in the Development Contract between the City and Landowner of even date herewith, then the City will allow Landowner to begin the Developer Improvements identified in the Development Contract for the plat of Pine Bend Estates 2nd Addition.

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 Retaining Wall Lot and shall run with the Residential Lots and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Notice. Notice shall means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to Landowner: Alliant Ventures III, LLC
4655 Nicols Road #106
Eagan, MN 55122

If to Association: Pine Bend Estates Townhome Association
4655 Nicols Road #106
Eagan, MN 55122

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 6
ENCROACHMENT OF RETAINING WALL 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 Subject Land:

The platted drainage and utility easement located on Lot 21, Block 1, Pine Bend Estates 2nd Addition dedicated to the public on the recorded plat of Pine Bend Estates 2nd Addition, Dakota County, Minnesota.

- 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, 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 Retaining Wall Facilities and subsequently replacing the Retaining Wall 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 Retaining Wall 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 Retaining Wall 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.

6.2 Recitals.

- i. The City Easement is on the Retaining Wall Lot. 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 Retaining Wall Facilities within the City Easement.
- iii. The Retaining Wall Facilities on the Retaining Wall Lot is part of the overall grading and drainage plan for the plat of Pine Bend Estates 2nd Addition. The Retaining Wall Facilities benefit and serve the Residential Owners and the Residential Lots.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Retaining Wall 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 Retaining Wall Facilities from the City Easement in the event the City has need to access the area where the Retaining Wall 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 modify the Retaining Wall Facilities if the Retaining Wall Facilities materially interfere with the City Easement Improvements.

6.3 City Not Responsible for Retaining Wall Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Retaining Wall 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 Retaining Wall Facilities. The Retaining Wall 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 Retaining Wall Facilities within the City Easements may be adversely affected by use of the City Easements. 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 Responsible Party assumes the risk of installing the Retaining Wall Facilities in the City Easements.

6.7 Cost of Relocating Retaining Wall 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 Retaining Wall 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 within such 30 day period, the City may temporarily remove and subsequently replace the Retaining Wall 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 Retaining Wall Facilities. If in the future the City reasonably determines that the Retaining Wall 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 Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

If the Responsible Party does not perform such work within such 30 day period and if the City reasonably determines that the Retaining Wall 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 Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall 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 Article 6 of 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 Section 6.7, 6.8 and 6.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Residential Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential 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 Residential Lots for the costs and expenses incurred by the City. The Residential Owner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owner waives any

appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner 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 Residential 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 Article 6 of 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 Landowner, Association and the City have entered into this Retaining Wall Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ALLIANT VENTURES III, LLC

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA____)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

**ASSOCIATION:
PINE BEND ESTATES TOWNHOME ASSOCIATION**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August ___, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Pine Bend Estates Townhome Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Pine Bend Estates Townhome Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 20, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
RETAINING WALL LOT

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

Lot 21, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION (Easement Agreement) is made this 23rd day of August, 2021, by and between Builders Lot Group, LLC, a Minnesota limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes for the Property.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for the 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.
- e) **Certification of Costs Payable With Taxes for Residential Lots.** If the Property has not been given a tax identification number by the County and if payment is not made by the Grantor as provided in Section 7(c), the City

may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount owed shall be evenly allocated among the Residential Lots. The Residential Lots are identified and defined on **Exhibit C** attached hereto. Grantor is the current owner of the Residential Lots.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and the Residential Lots and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property and the Residential Lots acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

GRANTOR:
ALLIANT VENTURES III, LLC

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA____)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 21, Block 1, Pine Bend Estates 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across that part of Lot 21, Block 1, Pine Bend Estates 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 21; thence on an assumed bearing of South 89 degrees 46 minutes 31 seconds West, along the south line of said Lot 21, a distance of 105.73 feet; thence westerly, along said south line and its westerly extension, a distance of 144.12 feet, along a tangential curve, concave to the north, having a radius of 420.00 feet and a central angle of 19 degrees 39 minutes 38 seconds to the northwesterly right of way line of a public street as delineated and dedicated on said PINE BEND ESTATES 2ND ADDITION and to the point of beginning; thence North 18 degrees 23 minutes 57 seconds East along said northwesterly right of way line, a distance of 30.00 feet; thence North 71 degrees 24 minutes 47 seconds West, a distance of 149.68 feet to the southwest corner of said Lot 21; thence southeasterly, along said south line of Lot 21 to the point of beginning.

Together with:

A restricted use easement lying over, under and across that part of Lot 21, Block 1, PINE BEND ESTATES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Lot 21; thence on an assumed bearing of South 89 degrees 46 minutes 31 seconds West, along the south line of said Lot 21, a distance of 105.73 feet; thence westerly, along said south line, a distance of 64.04 feet, along a tangential curve, concave to the north, having a radius of 420.00 feet and a central angle of 08 degrees 44 minutes 11 seconds, to the point of beginning; thence North 30 degrees 31 minutes 17 seconds West, a distance of 39.43 feet, to the southeasterly right of way line of a public street as delineated and dedicated on said PINE BEND ESTATES 2ND ADDITION; thence South 18 degrees 23 minutes 57 seconds West, along said southeasterly right of way line, a distance of 30.00 feet, to said south line of Lot 21; thence southeasterly, along said south line to the point of beginning.

(THIS LEGAL DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF PINE BEND ESTATES 2ND ADDITION.)

Depiction of Easement Area (Part of Exhibit B)

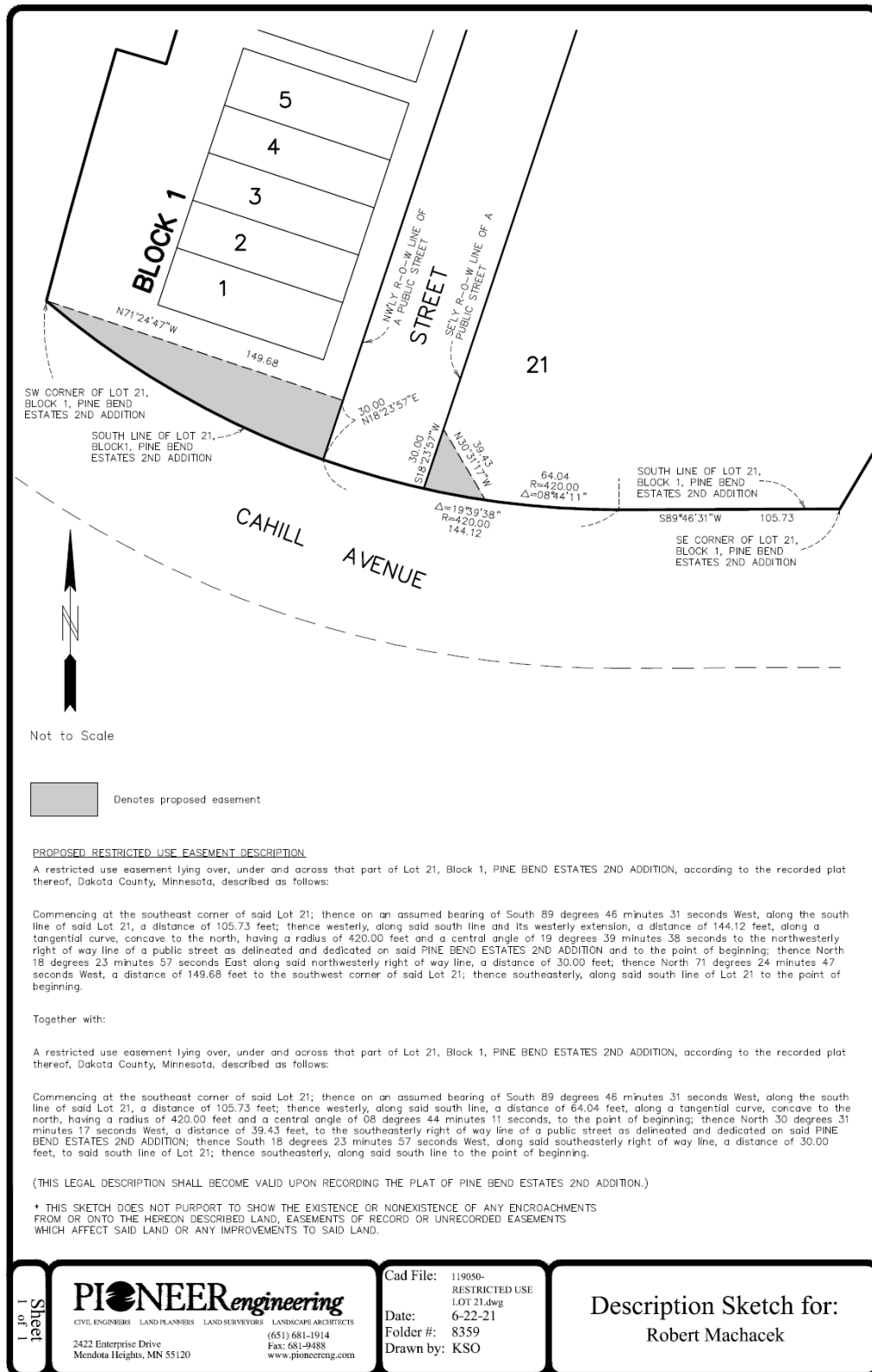


EXHIBIT C
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 20, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

PERMANENT WATER MAIN EASEMENT
RELATING TO LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT SANITARY SEWER EASEMENT RELATING TO LOT 21, BLOCK 1, PINE BEND ESTATES 2ND ADDITION (Easement) is made, granted and conveyed this 23rd day of August, 2021, between Alliant Ventures III, LLC, a Minnesota limited liability company (hereinafter referred to as “Landowner”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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

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

A permanent non-exclusive easement for water main purposes and related underground pipes, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of water main and related underground pipes, conduits, other utilities and mains and all such purposes ancillary, incident or related thereto (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property legally described and depicted on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any water main and related underground pipes, conduits, other utilities and mains and all facilities and improvements ancillary, incident or related thereto under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, maintenance, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes together with the right to excavate and refill ditches or trenches for the location of such pipes; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.
- e.) to use the Permanent Easement Area as an access route to other utilities located on Landowner's Property.

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

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

No trees, shrubs, or other vegetation (except grass) be planted or placed upon the Permanent Easement Area without the written consent of the City. No buildings and no objects and no other man-made structures (including, but not limited to: fences, sheds, retaining walls,

play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Permanent Easement Area without the written consent of the City.

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

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

CITY OF INVER GROVE HEIGHTS

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
ALLIANT VENTURES III, LLC

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 21, Block 1, Pine Bend Estates 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

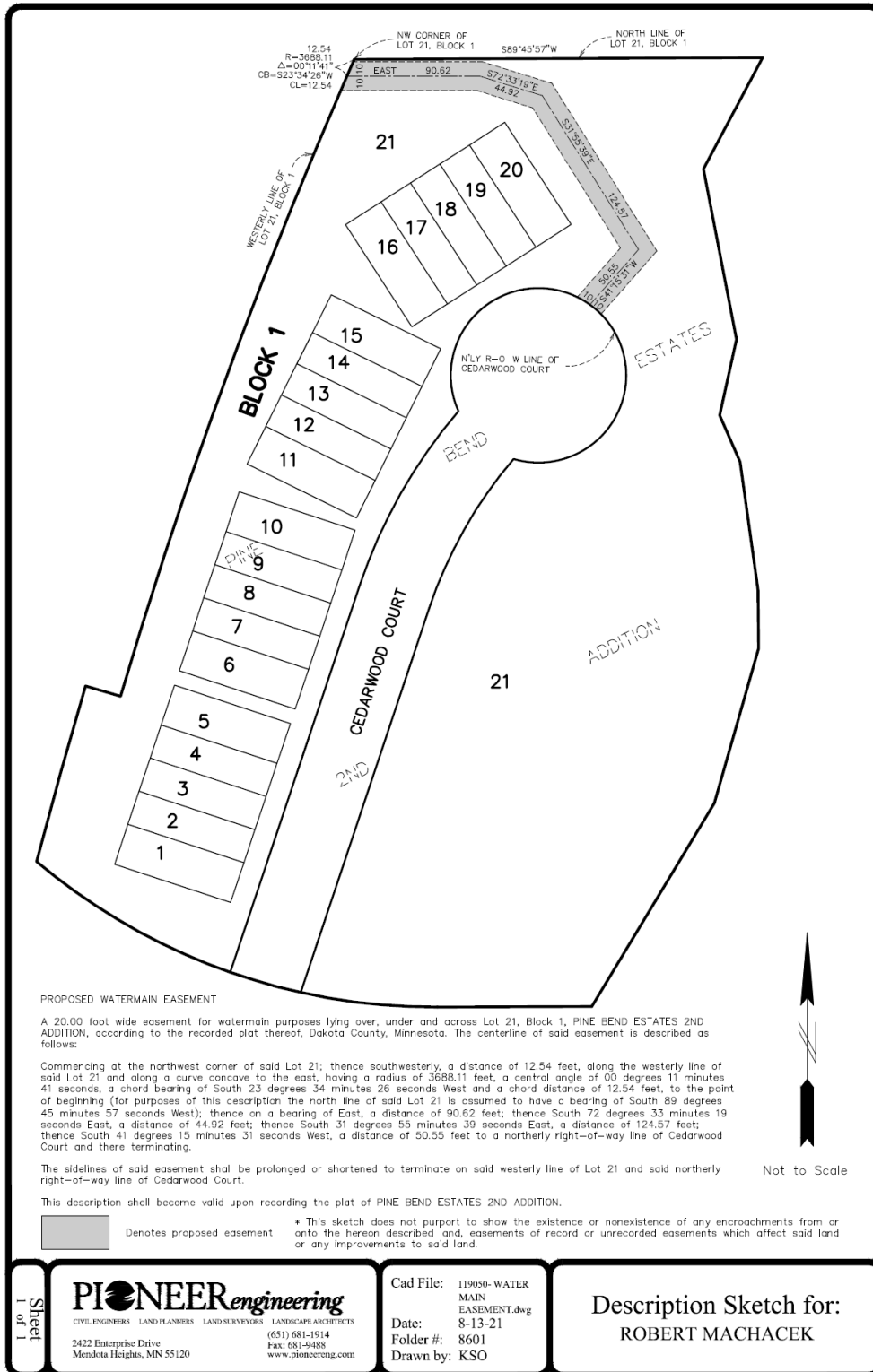
A 20.00 foot wide permanent easement for water main purposes and related underground pipes, conduits, other utilities and mains and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of water main and related underground pipes, conduits, other utilities and mains and all such purposes ancillary, incident or related thereto, over, under, through, across and upon the following described area:

A 20.00 foot wide easement for watermain purposes lying over, under and across Lot 21, Block 1, PINE BEND ESTATES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 21; thence southwesterly, a distance of 12.54 feet, along the westerly line of said Lot 21 and along a curve concave to the east, having a radius of 3688.11 feet, a central angle of 00 degrees 11 minutes 41 seconds, a chord bearing of South 23 degrees 34 minutes 26 seconds West and a chord distance of 12.54 feet, to the point of beginning (for purposes of this description the north line of said Lot 21 is assumed to have a bearing of South 89 degrees 45 minutes 57 seconds West); thence on a bearing of East, a distance of 90.62 feet; thence South 72 degrees 33 minutes 19 seconds East, a distance of 44.92 feet; thence South 31 degrees 55 minutes 39 seconds East, a distance of 124.57 feet; thence South 41 degrees 15 minutes 31 seconds West, a distance of 50.55 feet to a northerly right-of-way line of Cedarwood Court and there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on said westerly line of Lot 21 and said northerly right-of-way line of Cedarwood Court.

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



ACCESS RIGHTS QUIT CLAIM DEED
Lot 21, Block 1, Pine Bend Estates 2nd Addition
To and From Cahill Avenue

DEED TAX DUE: \$ 1.65

Date: August 23, 2021

FOR VALUABLE CONSIDERATION, Alliant Ventures III, LLC, a Minnesota limited liability company ("Grantor") hereby conveys and quitclaims to City of Inver Grove Heights, a Minnesota municipal corporation ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of access, including all rights of ingress and egress, to and from Cahill Avenue from and to Lot 21, Block 1, Pine Bend Estates 2nd Addition, according to the recorded plat thereof.

total consideration for this transfer is less than \$3,000.00.

Check here if part or all of the land is Registered (Torrens) []

together with all hereditaments and appurtenances belonging thereto.

Check if applicable:

 X The Seller certifies that the Seller does not know of any wells located on the above-real property.

 A well disclosure certificate accompanies this document.

 I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

**GRANTOR:
ALLIANT VENTURES III, LLC**

By: _____
Robert J. Machacek
Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA____)

On this _____ day of August, 2021, before me a Notary Public within and for said County, personally appeared Robert J. Machacek, to me personally known, who being by me duly sworn, did say that he is the Chief Operating Officer of Alliant Ventures III, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Alliant Ventures III, LLC by authority of the Board of Governors of Alliant Ventures III, LLC.

Notary Public

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

**AFTER RECORDING, PLEASE
RETURN DOCUMENT TO:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831



Request for Council Action

TITLE: Consider approving the donation of a boat slip on the Mississippi River, for one year, from River Heights Marina, Inc.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Judy Thill	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider approving the donation of a boat slip on the Mississippi River, for one year, from River Heights Marina, Inc.

SUMMARY:

Earlier in 2021, the Inver Grove Heights Fire Department (IGH FD) was able to acquire a retired Navy boat to allow the IGH FD to perform rescue operations. The boat and motor have been readied for operation and firefighters have received both boat and river operations training. The boat is now able to respond to rescue situations on the Mississippi River.

There are two options the IGH FD can use for response: keep the boat in the station on the trailer and transport it to the river for each emergency, or leave the boat on the water and have designated firefighters drive directly to the river to get the boat in service. Our preference has always been to have the boat in a slip at a marina where firefighters could respond directly to a marina. This would save significant response time by eliminating the time it would take to for firefighters to drive the boat from the station to the river and then launch it. River Heights Marina, Inc. has generously offered to donate a boat slip for one year, where the boat could be left in the water and ready for immediate response. The dollar equivalent for this donation is \$2,400.

This donation from River Heights Marina is very much appreciated as it will save a significant amount of response time to river emergencies by having the boat in the water and ready to respond. Staff suggests approval of this generous donation.

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF A DONATION OF A BOAT SLIP ON THE
MISSISSIPPI RIVER, FOR ONE YEAR, FROM RIVER HEIGHTS MARINA, INC.**

WHEREAS, the Inver Grove Heights Fire Department acquired a retired Navy boat for Mississippi River rescue operations.

WHEREAS, the Fire Department needed a boat slip on the River to shorten response time to river emergencies.

WHEREAS, River Heights Marina, Inc. has generously donated a boat slip on the River, for one year, to the Fire Department.

WHEREAS, the dollar equivalent for this boat slip is \$2,400.

NOW, THEREFORE, be it resolved that the City Council of Inver Grove Heights does hereby approve the donation of a boat slip on the Mississippi River, for one year, from the River Heights Marina, Inc.

Adopted by the City Council of Inver Grove Heights on this 23rd day of August, 2021.

Ayes:

Nays:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: CONSIDER APPROVAL OF RESOLUTION AUTHORIZING PURCHASE OF EASEMENTS OVER A PORTION OF THE REAL PROPERTY LOCATED AT 6680 ROBERT TRAIL SOUTH

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Tom Kaldunski, City Engineer	Budget amendment requested	
Prepared by:	City Attorney's Office	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

Engineering staff have identified the need to acquire drainage and utility easements over a 4.25 acre portion of the real property located at 6680 Robert Trail South, just north of the current Canvas development site on the eastern side of Highway 3/Robert Trail. The Council is asked to consider approval of the attached resolution authorizing the purchase of the identified drainage and utility, trail, and conservation and natural area easements.

PURCHASE DETAILS:

Key elements of the proposed easement purchase include the following:

1. The purchase price is three hundred seventy-nine thousand, five hundred sixty-nine dollars and eighty cents (\$379,569.80).
2. The Closing Date is on or before September 24, 2021 at DCA Title in Mendota Heights.
3. The City will obtain a title commitment for the Real Property from DCA Title. The City will pay for the title commitment. The City will pay the title insurance premium at Closing.
4. The closing fee and any escrow fee charged by DCA Title will be paid by the City.
5. The City will pay for the cost of recording the easements.
6. A condition precedent to closing is that the sellers have marketable title and that the easements or encumbrances located within the easement area are acceptable to the City.

SUMMARY:

Consider approval of attached resolution authorizing the purchase of the identified easements on a portion of the real property located at 6680 Robert Trail South.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
PETER G. MIKHAIL
SCOTT M. LUCAS
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGRAM
CASSANDRA J. BAUSTISTA
AMANDA J. JOHNSON

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Bridget Nason and Scott Lucas, City Attorney's Office
DATE: August 18, 2021
RE: Resolution Approving Purchase Agreement for Various Easements Between the City of Inver Grove Heights and Thomas and Deborah Lund – August 23, 2021 Council Meeting

Section 1. Background. The City of Inver Grove Heights (City) desires to purchase drainage and utility, trail, and conservation and natural area easements over a portion of Dakota County Tax No. 20-00500-51-010 located at 6680 Robert Trail South owned by Thomas and Deborah Lund. The easement area consists of approximately 185,130 square feet/4.25 acres of vacant land. The property and easement area are shown on a map attached to the Purchase Agreement as Exhibit C, Depiction of Easement Area.

Section 2. Purchase Agreement for Easements. The City (as Buyer) and Thomas and Deborah Lund (as Seller) have reached a mutually agreeable Purchase Agreement for the Easements with the salient terms as outlined below:

1. The Sellers are Thomas C. Lund and Deborah L. Lund.
2. The Buyer is City of Inver Grove Heights.
3. The purchase price of the easements is \$2.05/square foot for a total purchase price of \$379,569.80.
4. The Closing Date is on or before September 24, 2021 at DCA Title in Mendota Heights.
5. The City will obtain a title commitment for the Real Property from DCA Title. The City will pay for the title commitment. The City will pay the title insurance premium at Closing.
6. The closing fee and any escrow fee charged by DCA Title will be paid by the City.
7. The City will pay for the cost of recording the easements.
8. A Condition Precedent to Closing is that the Seller has marketable title and that the easements or encumbrances on the Real Property are acceptable to the City.

Section 3. Council Action. At the August 23, 2021 Council meeting the Council will be asked

to consider the attached *Resolution Approving A Purchase Agreement Between The City Of Inver Grove Heights And Thomas and Deborah Lund Relating To The Purchase Of Drainage, Utility, Trail, and Natural Space Easements Over Approximately 4.25 Acres of Land Located at 6680 Robert Trail South.*

Attachments

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND THOMAS AND DEBORAH LUND RELATING TO THE
PURCHASE OF DRAINAGE, UTILITY, TRAIL, AND NATURAL SPACE EASEMENTS
OVER APPROXIMATELY 4.25 ACRES OF LAND LOCATED AT 6680 ROBERT
TRAIL SOUTH**

WHEREAS, Thomas and Deborah Lund (Seller) own real property located at 6680 Robert Trail South and identified by Dakota County Tax Identification Number 20.00500.51.010, which is legally described in the Purchase Agreement attached hereto as Exhibit A (Real Property); and

WHEREAS, the City of Inver Grove Heights desires to purchase easements for drainage, utility, trail, and natural space purposes over an approximated 4.25 acre portion of the Real Property; and

WHEREAS, the City and Seller have negotiated the attached Purchase Agreement for the sale of the easements by Seller to the City for the purchase price of three hundred seventy-nine thousand, five hundred sixty-nine dollars and eighty cents (\$379,569.80); and

WHEREAS, the City has the power and authority to purchase the easements for public purposes.

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

1. The City Council finds that the acquisition of the easements serves a valid public purpose and is authorized under the provisions of Minn. Stat. Sec. 412.211.
2. The City Council hereby approves the attached Purchase Agreement with Thomas C. Lund and Deborah L. Lund for the easements at a purchase price of \$379,569.80.

3. The City Council by a vote of at least 4/5ths of the Council determines that the acquisition of the easements does not need to be referred to the Planning Commission for review under Minn. Stat. § 462.356, subd. 2. The Council determines that the acquisition is consistent with the City's Comprehensive Plan and that the acquisition does not have a relationship to the City's Comprehensive Plan.
4. The Mayor and City Clerk are authorized to execute the attached Purchase Agreement and to execute all closing documents related to the acquisition as stated or contemplated by the terms of the Purchase Agreement for the easements and City staff and the City Attorney's office are authorized to take all necessary steps to complete the same.

Passed this 23rd day of August, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A
PURCHASE AGREEMENT

EASEMENT PURCHASE AGREEMENT

This Easement Purchase Agreement (“Agreement”) is made this _____ day of _____, 2021 (“Effective Date”), by and between **Thomas C. Lund and Deborah L. Lund**, husband and wife (hereinafter referred to as the “the Lunds”) and the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereinafter referred to as “the City”).

WHEREAS, the Lunds own the real property situated within Dakota County, Minnesota legally described on the attached **Exhibit A** (hereinafter referred to as the “Property”) as joint tenants.

WHEREAS, the Lunds desire to sell and convey easements, to wit: A permanent drainage and utility easement, a trail easement, and a conservation and natural area easement over that portion of the Property legally described in **Exhibit B** and depicted on **Exhibit C** to the City (the “Easement Area”).

1. **Purchase and Sale.** On the Date of Closing, the Lunds, in consideration of the sum of **Three Hundred Seventy Nine Thousand Five Hundred Sixty-Nine Dollars and Eighty Cents (\$379,569.80)** and other good and valuable consideration to them in hand paid by the City, in full and final settlement of all claims which have been or could be made by the Lunds against the City, the receipt and sufficiency of which is hereby acknowledged, do hereby agree to grant and convey unto the City, its successors and assigns, the following:
 - a.) **A permanent easement for utility and drainage purposes and all purposes ancillary, incident or related thereto** (hereinafter “**Drainage and Utility Easement**”) in substantially the form attached hereto as **Exhibit D**, over, under, across, through and upon that real property legally described on **Exhibit B** and depicted on **Exhibit C**.
 - b.) **A permanent easement for trail purposes and all purposes ancillary, incident or related thereto** (hereinafter “**Trail Easement**”) in substantially the form attached hereto as **Exhibit E**, over, under, across, through and upon that real property legally described on **Exhibit B** and depicted on **Exhibit C**.
 - c.) **A permanent conservation and natural area easement and all purposes ancillary, incident or related thereto** (hereinafter “**Conservation Easement**”) in substantially the form attached hereto as **Exhibit F**, over, under, across, through and upon that real property legally described on **Exhibit B** and depicted on **Exhibit C**.

The Drainage and Utility Easement, the Trail Easement, and the Conservation Easement are hereinafter referred to as the **Easements**.

2. **Purchase Price.** At Closing, the City will pay the Lunds **Three Hundred Seventy Nine Thousand Five Hundred Sixty-Nine Dollars and Eighty Cents (\$379,569.80)** (“**Purchase Price**”) for the three **Easements**.

3. **Date and Location of Closing.** The Closing Date for the Easements shall be on or before September 24, 2021 , at DCA Title, 750 Main Street, Suite 280, Mendota Heights, MN 55118, or such other mutually agreeable location.
4. **Payment of Purchase Price.** Subject to (i) full and timely performance by the Lunds and (ii) the satisfaction of all contingencies herein contained, the Purchase Price of **Three Hundred Seventy Thousand Two Hundred Sixty and No/100 Dollars (\$379,569.80)** shall be payable by the City to the Lunds on the Closing Date in the form of wire transfer or certified check from the City. The City shall deliver one check or wire transfer payment to the Lunds. The City will list Thomas C. Lund and Deborah L. Lund, husband and wife as 1099 payee for the required IRS disclosure.
5. **Easement.** The Lunds shall deliver the easement rights purchased by the City hereunder by way of an **Easements** in substantially the form found in **Exhibit D, E and F**, subject to approval of the City Attorney, on the Date of Closing.
6. **Warranty of Title.** The Lunds, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Property and that they have good right to grant and convey the Easements to the City.
7. **Conditions Precedent To Closing By the Lunds.** Conditions Precedent To Closing By the Lunds shall mean the following:
 - a.) **Accuracy of Representations.** The representations, warranties, covenants and agreements of the City contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date, and the City shall certify that this is so by a Bring-Down Certificate to be signed on the Closing Date.
 - b.) **Performance.** The City shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by the City prior to or at the Closing Date.
 - c.) **Absence of Litigation.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation, or which could negatively impact on the City's rights pursuant to the Easements.
 - d.) **Approval of Documents.** Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be

satisfactory in all reasonable respect to the party to receive the document, and its counsel.

8. **The Lunds' Warranties.** The Lunds' Warranties shall mean and comprise the following:

The Lunds represent and warrant to the City that:

- a.) Authority. The Lunds are persons married to each other. The Lunds have all requisite power and authority to convey the Easements to the City.

The Lunds have the right, power, legal capacity and authority to enter into and perform the Lunds' obligations under this Agreement, and no approvals or consents of any other persons or entities are necessary. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby will not, violate any indenture, mortgage, lease, deed of trust, agreement, arrangement, license, order, judgment or decree.

- b.) No Default. The Lunds are 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 Agreement by the Lunds or prohibit any of the transactions provided for in this Agreement.

- c.) Title. At Closing Date, the Lunds will have good and marketable title pursuant to the laws of the State of Minnesota to the real property interest to be conveyed hereunder. At Closing Date, the Easement Area will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character.

- d.) Litigation. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of the Lunds, threatened, against or affecting the Easement Area.

- e.) Full Disclosure. None of the representations and warranties made by the Lunds or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains any statements of material fact known to be untrue by the Lunds.

- f.) No Condemnation Notice. The Lunds have not received any notice of condemnation proceedings against the whole or any part of the Property, including the Easement Area.

- g.) No Violation of Environmental Laws. To the Lunds' best knowledge, no portion of the Property, including the Easement Area, is in violation of any environmental laws.
 - h.) No Boundary Disputes. To the Lunds' best knowledge, there are no boundary disputes relating to the Property.
 - i.) No Unrecorded Agreements. To the Lunds' best knowledge, there are no unrecorded agreements, covenants, easements, leases, rights of first refusal or options to purchase concerning the Property.
9. **Environmental Warranties.** The Lunds warrant and represent to the City that to the Lunds' knowledge, no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyl's, and any hazardous substances, pollutants or contaminants as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended or as defined by Minn. Stat. § 115B.02, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property, nor have the Lunds undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 9601 et. seq., the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar state law or local ordinance or any other Environmental Law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, MERLA, or any similar state law or local ordinance or any other Environmental Law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 et seq., or the Clean Air Act, 42 U.S.C. Section 7401 et seq., MERLA, or any similar state law or local ordinance or any other Environmental Law.

The Lunds warrant and represent to the City that to the Lunds' knowledge there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, MERLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and that there are no underground deposits which contain hazardous wastes or petroleum. The Lunds also warrant that there are no underground storage tanks of any kind located on the Property.

The Lunds warrant and represent to the City that to the Lunds' knowledge, no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and the Lunds have not

used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

The Lunds warrant and represent to the City that to the Lunds' knowledge, no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads or as defined by Minn. Stat. § 115A.03), Demolition Debris (solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts), Industrial Solid Waste (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments or as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection or as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer or as defined by Minn. Stat. § 115A.03).

The Lunds warrant and represent to the City that to the Lunds' knowledge, the soils and grounds of the Property are free from any release of petroleum and there has been no release of petroleum on the Property.

10. **Indemnification.** From and after delivery to the City of the **Easements**, the Lunds agree to indemnify, defend and hold the City 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, after the Date of Closing, which arise out of, result from or relate to (i) a breach of any of the Lunds' warranties or obligations made in this Easement Purchase Agreement or (ii) any claim made against the City arising out of, relating to, or resulting from ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law or a violation of ("CERCLA"), ("RCRA"), ("MERLA"), or any similar state law or local ordinance or any other Environmental Law relating to the condition of the Property prior to the Date of Closing.
11. **Survey and Phase 1 Environmental Assessment.** the City may obtain an ALTA Survey of the Property. the City shall pay 100% of the cost of the survey.

The City may obtain a Phase I Environmental Assessment (Phase I) of the Property upon written notice to the Lunds. The City shall pay 100% of the cost of the Phase I Environmental Assessment. If the Phase I Environmental Assessment indicates that there

are Recognized Environmental Conditions (REC) regarding the Property then the City may obtain a Phase II Environmental Assessment or a Special Investigation Report only after obtaining the written consent of the Lunds; the Lunds shall not unreasonably withhold consent. The City shall pay 100% of the cost of the Phase II Environmental Assessment or the Special Investigation Report within three (3) business days after the City receives copies of the above-mentioned reports.

12. **Due Diligence.** Within fifteen (15) business days of full execution and delivery of this Agreement, the Lunds shall deliver to The City reasonably accurate and reasonably complete copies of the following information and documents that are in the Lunds' possession (Due Diligence Materials):
- a.) A copy of any written contracts (including service contracts), agreements and warranties that will affect the Property after the Closing Date.
 - b.) Any existing title policy and/or title commitments, abstracts of title or registered property abstracts pertaining to the Property.
 - c.) Current tax bill, including current or pending assessments for the Property.
 - d.) A copy of all permits that affect the Property, if any.
 - e.) A copy of any Phase I and/or Phase II Environmental Reports as well as copies of any environmental permits, reports, logs or data concerning the Property in the possession or reasonable control of the Lunds, if any.
 - f.) All land surveys of the Property in possession of the Lunds, if any.
 - g.) Any notices, letters or other correspondence from the City or Dakota County related to zoning changes, development covenants, permitted uses or future plans for the Property, if any.
 - h.) Any property condition reports, maintenance records, repair and cost records in possession of the Lunds, if any.
 - i.) Any geotechnical reports in possession of the Lunds, if any.
 - j.) Any notices, letters or other correspondence from the State of Minnesota or any of its agencies relating to the environmental condition of the Property, if any.
 - k.) Any unrecorded leases, licenses or easements affecting the Property, if any.

13. **Title Documents to be Furnished by the City.** The City may obtain, at the City's expense, the following:

- a.) August 27, 2021, a title insurance commitment covering the Property and easements burdening the Property and easements benefitting the Property, if any; and property searches covering bankruptcies, state and federal judgments and tax liens; said commitment evidencing the Lunds' title to the Property. The title insurance commitment shall be obtained from the Title Company, and if the City chooses to obtain an ALTA survey of the Property, it may do so on or before August 27, 2021.
- b.) Within twenty (20) days following the City's receipt of the documents referred to above, or twenty (20) days after the date of execution of this Agreement, whichever occurs later, the City shall give the Lunds written notice of any objections to the condition of title of the Property.
- c.) If any objections are so made, the Lunds shall be allowed ninety (90) days after receipt of such written objections to make such title marketable. The Lunds further agree to use reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, Closing Date shall be postponed up to 90 days after receipt of such written objections. But, upon correction of title within the 90 day period, the City and the Lunds shall perform this Agreement and close the transaction within ten (10) days after written notice to the City by the Lunds.
- d.) If said title is not marketable and is not made so within ninety (90) days from the date of delivery of the written objections thereto as above provided, then the City shall have the right (a) to terminate this Agreement upon notice given to the Lunds or (b) to waive such objections and proceed with such purchase. If title to the Property is marketable or is made marketable within said time, and the City shall default in any of the agreements herein contained, then in such case, the Lunds may terminate this Agreement, time being of the essence hereof.

For purposes of this Agreement, the Title Approval Date means twenty (20) days following the City's receipt of the documents referenced in this Section 13(a), or twenty (20) days after the date of execution of this Agreement, whichever is later, except that with respect to any objections to title that have been made, the Title Approval Date means the date ninety (90) days after the receipt by the Lunds of such written objections from the City.

14. **Closing Costs.**

- 14.1 **Recording Costs.** The City will pay the cost of recording the Easements and lender consent/subordination(s), if any.

14.2 **Closing Costs.** The City shall pay the costs of the closing.

15. **Closing Documents.**

15.1 **The Lunds' Documents At Closing.** At Closing, the Lunds shall execute and deliver to the City the following with such documents to be effective as of the Closing Date:

- a.) The Lunds shall execute and deliver the Easements in substantially the form found in **Exhibit D, E and F** to the City, conveying the easement rights to the City, free and clear of all encumbrances.
- b.) Consent and subordination from any mortgage holder(s) to the Easements, in form substantially similar to that found in the attached **Exhibit G**.
- c.) All other documents reasonably determined to be necessary to convey the Easements to the City and any other documents as the City shall reasonably request.
- d.) Bring-Down certificate.

15.2. **The City's Documents At Closing.** At Closing, the City shall execute and deliver to the Lunds the following documents:

- a.) Wire transfer or certified check in the sum of **Three Hundred Seventy Nine Thousand Five Hundred Sixty Nine Dollars and Eighty Cents (\$379,569.80)** for the Property.
- b.) Bring-Down certificate.
- c.) Such other documents as the Lunds shall reasonably request.

16. **Conditions Precedent To Closing By the City.** Conditions Precedent To Closing By the City shall mean the following:

- a.) **Accuracy of Representations.** The representations, warranties, covenants and agreements of the Lunds contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and as of the Closing Date, and

the Lunds shall certify this is so by a Bring-Down Certificate to be signed on the Closing Date.

- b.) Performance. The Lunds shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by the Lunds prior to or at the Closing Date.
- c.) Absence of Litigation. As of the Closing Date, no action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the property rights contained in the Easements.
- d.) Approval of Documents. Other than documents the forms of which are specified in Exhibits hereto, the form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel.
- e.) Easement Approval Contingency. On or before the Title Approval Date, the City has accepted the easements shown on the Title Commitment or has waived any objections to the easements listed on the Title Commitment.
- f.) Encroachment Approval Contingency. On or before September 17, 2021 (the “Due Diligence Date”), the City has accepted and approved the encroachments shown by any survey of the Property or otherwise visually identifiable on the Property or the City has waived any objection to the encroachment.
- g.) Environmental / Physical Condition Approval Contingency. On or before the Due Diligence Date, the City has inspected the Easement Area and has determined in the sole judgment of the City that the environmental condition of the Easement Area is acceptable to the City and suitable for the City’s intended use, including completion of a Phase 1 Environmental Assessment and, if necessary, completion of a Phase II Environmental Assessment.
- h.) Governmental / Zoning Approval Contingency. On or before the Due Diligence Date, the City, at its own expense, has satisfied itself that the zoning of the Easement Area is adequate for the City’s intended use.
- i.) Suitability Approval Contingency. On before the Due Diligence Date, the City, in its sole discretion, shall determine whether the Easement Area is suitable for the intended use to be made by the City.
- j.) Consistency with Comprehensive Plan. A Condition Precedent to Closing is that pursuant to Minnesota Statutes § 462.356, Subd. 2 the Planning Commission of

the City of Inver Grove Heights issues a report concerning whether the acquisition of the Easements is consistent with the Comprehensive Plan of the City, or the City Council, by at least a 4/5 vote, determines that the acquisition has no impact on the City's Comprehensive Plan.

17. **Acknowledgment of Fair Market Value.** the City and the Lunds agree that the Purchase Price listed in this Agreement represents the fair market value of the easement rights to be sold hereunder which has been determined by a method of valuation acceptable to the City and the Lunds.
18. **Open Space Dedication.** To the extent that the Easement Area meets the requirements for open space dedication found in the City's zoning and subdivision ordinances, at the discretion of the City, some or all of the Easement Area, if under common ownership with the rest of the development parcel, may be used to satisfy the City's requirement for open space dedication at the time of subdivision.
19. **Survival of Warranties.** The representations, indemnifications, warranties, and covenants of the City and the Lunds contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the delivery of the Easements to the City.
20. **Assignment of Agreement.** Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
21. **Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by the City and the Lunds.
22. **Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
23. **Date of Agreement.** All references in the Agreement to "the date of this Agreement" shall be deemed to refer to that date set forth in the introductory clause of this Agreement.
24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
25. **Time of Essence.** Time is of the essence in the closing of this transaction.
25. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the

validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

27. **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.
28. **Termination.** Notwithstanding any other term or condition in this Agreement to the contrary, this Agreement may be terminated and the transaction contemplated herein may be abandoned prior to closing as follows:
- a.) by the mutual written consent of the Lunds and the City at any time prior to Closing; or
 - b.) by the Lunds by sending written notice to the City in the event of a breach by the City of any representation, warranty, or covenant of the City made under this Agreement, unless such breach is (i) cured and remedied by the City within twenty (20) days after receipt of the Lunds' notice thereof; or (ii) waived by the Lunds; or
 - c.) by the City by sending written notice to the Lunds in the event of a breach by the Lunds of any agreement, representation, warranty, or covenant of the Lunds made under this Agreement, unless such breach is (i) cured and remedied by the Lunds within twenty (20) days after receipt of the City's notice thereof; or (ii) waived by the City; or
 - d.) by the City if the conditions in Section 13 and Section 16 are not met.
29. **Future Rights of Way.** The Lunds, their successors and assigns may request that the City dedicate or otherwise establish right(s)-of-way upon the Property in the future. Such requests must comply with state statutes, city codes and any other applicable law in effect at the time, and shall be duly considered by the City on their merits when applications for said right(s)-of-way are received.
30. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and deemed to be duly given, (a) when delivered by hand, with a record of receipt, (b) the fourth day after mailing, if mailed by certified or registered mail, return receipt requested with postage prepaid, (c) the day delivered by a nationally recognized overnight courier, with a record of receipt, or (d) the day of transmission, with confirmation of receipt, if delivered by facsimile or electronic transmission during regular business hours (which regular business hours shall be 9:00 am – 5:00 pm, Monday through Friday excluding office holidays, at the office where received), or the day after transmission, with confirmation of receipt, if delivered by facsimile or electronically after regular business hours, to the parties at the following addresses or to such other address

as a party may have specified by the notice given to the other party pursuant to this provision):

If to the Lunds: Thomas and Deborah Lund
15343 Edinborough Ave NE
Prior Lake, MN 55372

With a copy to:

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

With a copy to: Bridget Nason
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
E-mail: bnason@levander.com

31. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective date.

THE CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____ 2021, before me a Notary Public within and for said County, personally appeared Thomas Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

THE LUNDS:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Thomas C. Lund and Deborah L. Lund, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION PROPERTY SUBJECT TO EASEMENT

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement lying over, under, across, through, and upon the following described property, located in Dakota County, Minnesota:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof. EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is legally described as follows:

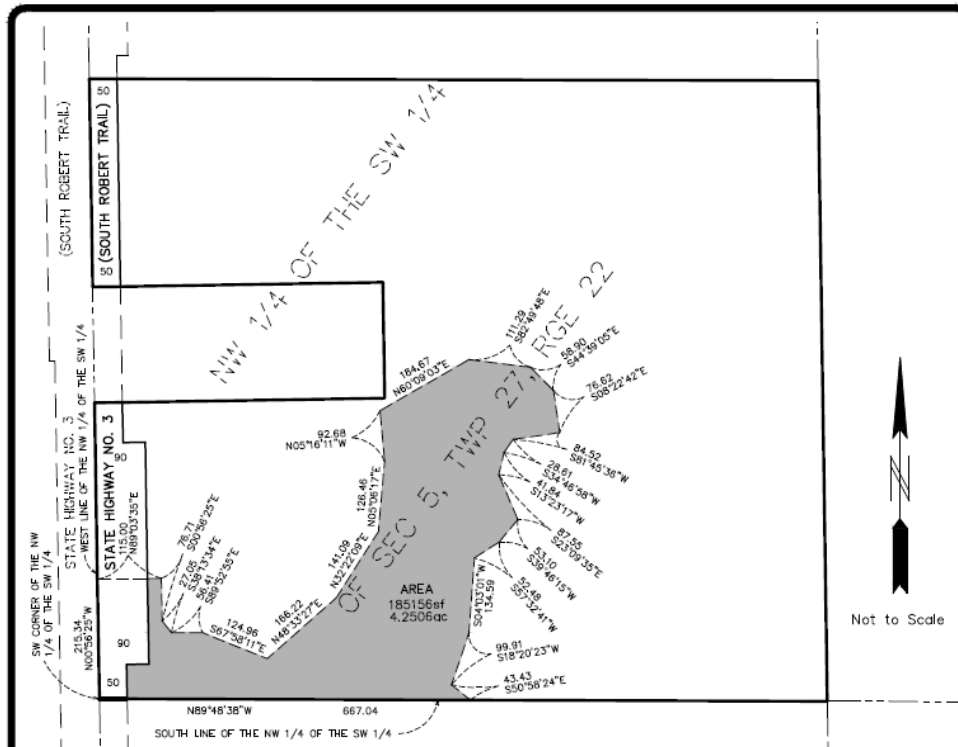
Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North

89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

EXHIBIT C

DEPICTION OF EASEMENT AREA



PROPOSED DESCRIPTION FOR AN EASEMENT

An easement lying over, under and across part of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.
EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds East, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the herein described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-6588
www.pioneereng.com

CadFile:
EX-SURV-121058-BASE.dwg
Date: 3/31/2021
Folder #: 8626
Drawn by: BJM

Description Sketch for:
CITY OF INVER GROVE HEIGHTS

EXHIBIT D

FORM OF EASEMENT:

PERMANENT DRAINAGE AND UTILITY EASEMENT
FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH

PERMANENT DRAINAGE AND UTILITY EASEMENT
FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT (“Easement”) is made, granted, and conveyed this _____ day of _____, 2021, by and between Thomas C. Lund and Deborah L. Lund, spouses married to each other, (together the “Landowner”) and the City of Inver Grove Heights, a Minnesota municipal corporation (“City”).

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

Landowner, for the sum of One Dollar (\$1.00) and such other good and valuable consideration paid to Landowner by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A **permanent easement for utility and drainage purposes**, including all rights of a “drainage easement” and an “utility easement” as defined by Minn. Stat. § 505.01, subd. 3(b) and 3(j), and all such purposes ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described as the Permanent Easement Area on **Exhibit B** and likewise depicted on **Exhibit C** (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

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

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of inspection, construction, maintenance, installation, repair and replacement of any sanitary sewer, storm sewer,

water mains, storm water facilities, above ground and below ground drainage facilities, utilities, storm water ponds, underground pipes, conduits, culverts, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of inspection, construction, installation, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area and 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 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 storm water ponds and to deposit earthen material in and upon the Permanent Easement Area; and
- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner 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 Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and depicted on Exhibit C, and has good right to grant and convey the Permanent Easement herein to the City.

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

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

[Remainder of this page has been intentionally left blank]

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

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas C. Lund and Deborah L. Lund, spouses married to each other, as joint tenants, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Bridget M. Nason (#0347322)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

An easement for drainage and utility purposes lying over, under, across, through, and upon part of the following described property, located in Dakota County, Minnesota:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof. EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

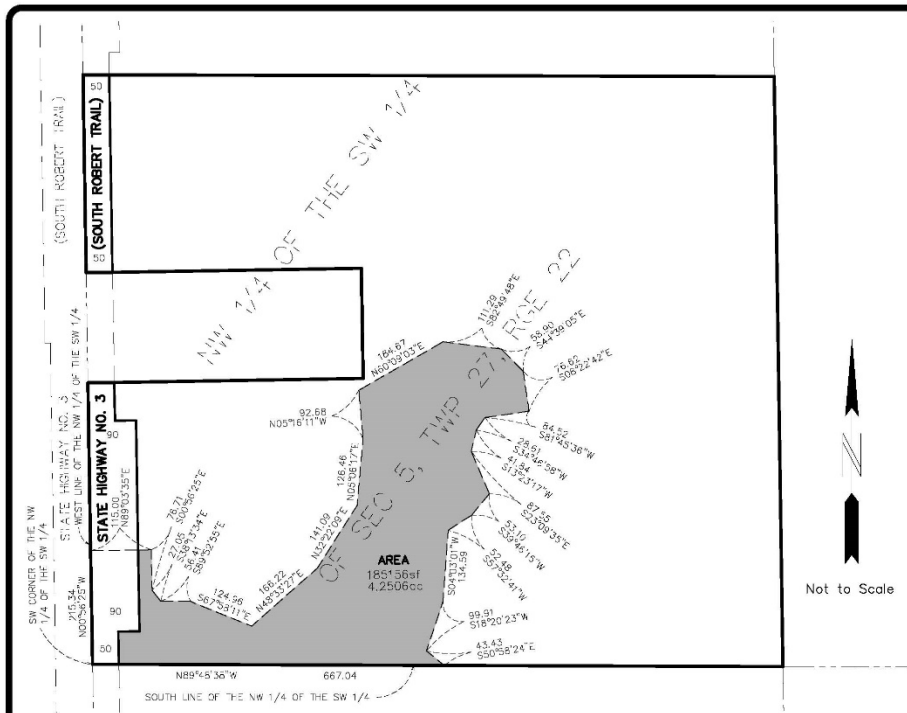
Said easement is legally described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

EXHIBIT C

DEPICTION OF EASEMENT AREA



PROPOSED DESCRIPTION FOR A DRAINAGE AND UTILITY EASEMENT

An easement for drainage and utility purposes lying over, under and across part of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.
EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 58 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 33 seconds East, a distance of 115.00 feet; thence South 00 degrees 55 minutes 25 seconds East, a distance of 75.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 58.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 05 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 75.52 feet; thence South 81 degrees 45 minutes 35 seconds West, a distance of 84.52 feet; thence South 34 degrees 45 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 08 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 45 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.58 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 95.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 36 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

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Mendota Heights, MN 55120
(651) 681-1914
Fax: 651-681-0485
www.pioneereng.com

CadFile:
EX-SURV-121058-BASE.dwg
Date: 3/31/2021
Folder #: 8626
Drawn by: BJM

Description Sketch for:
CITY OF INVER GROVE HEIGHTS

EXHIBIT E

FORM OF EASEMENT:

PERMANENT TRAIL EASEMENT

FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH

PERMANENT TRAIL EASEMENT
FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH

THIS **PERMANENT TRAIL EASEMENT FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH** (Easement) is made, granted and conveyed this ____ day of _____, 2021, by and between Thomas C. Lund and Deborah L. Lund, spouses married to each other (together the “Landowner”), and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as the “City”).

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

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

A permanent easement and right-of-way for trail purposes (including, without limitation, the construction, maintenance, repair and use of trail(s)) and all such purposes ancillary, incident or related thereto (“Permanent Easement”), under, over, across, through and upon that real property legally described as the Permanent Easement Area on Exhibit B and likewise depicted on Exhibit C (the “Permanent Easement Area”), attached hereto and incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The City shall not use concrete or bituminous materials in constructing trails on Landowner’s Property. The City shall be allowed to use all other materials commonly used in the construction of pedestrian trails and walkways, including but not limited to aggregate, crushed limestone, mulch, wood chips, and solid wood.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail and related improvements, over, under, across, through and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the Permanent Easement herein to the City.

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

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

[Signature page follows]

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas C. Lund and Deborah L. Lund, spouses married to each other, as joint tenants, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Bridget M. Nason (#0347322)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for trail purposes lying over, under, across, through, and upon part of the following described property, located in Dakota County, Minnesota:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof. EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

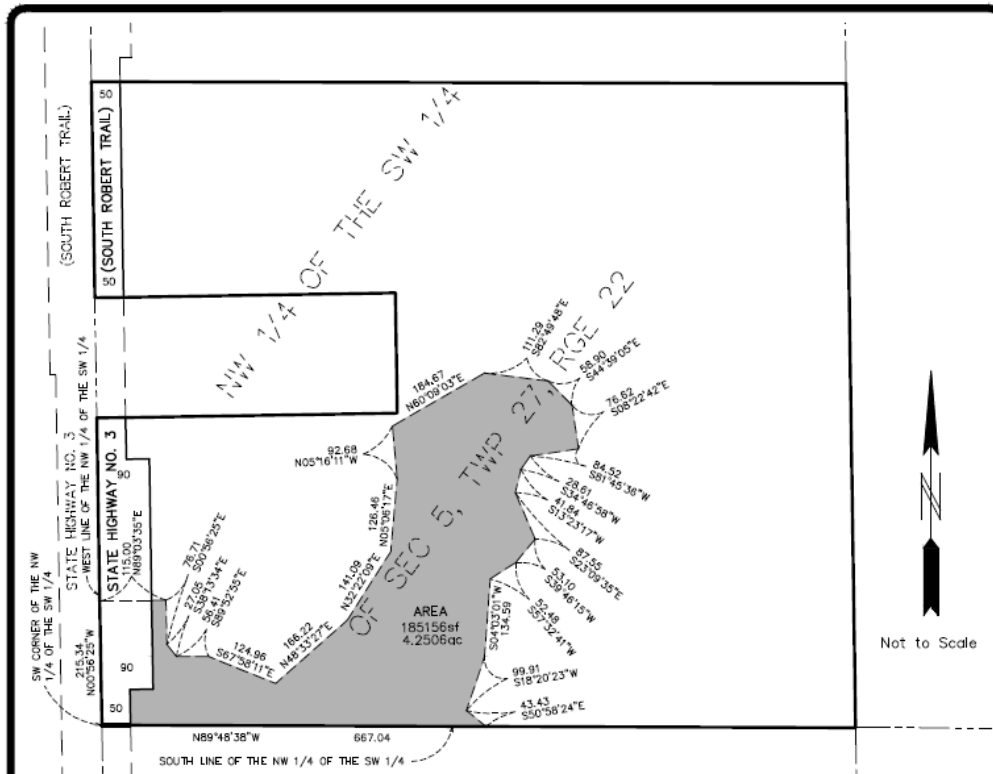
Said easement is legally described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

EXHIBIT C

DEPICTION OF EASEMENT AREA



PROPOSED DESCRIPTION FOR A TRAIL EASEMENT

An easement for trail purposes lying over, under and across part of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 196.00 feet thereof.
 EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

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 www.pioneereng.com

CadFile:
 EX-SURV-121058-BASE.dwg
 Date: 3/31/2021
 Folder #: 8626
 Drawn by: BJM

Description Sketch for:
 CITY OF INVER GROVE HEIGHTS

EXHIBIT F

FORM OF EASEMENT:

**PERMANENT CONSERVATION AND NATURAL AREA EASEMENT FOR
REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH**

**PERMANENT CONSERVATION AND NATURAL AREA EASEMENT FOR
REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH**

THIS PERMANENT CONSERVATION AND NATURAL AREA EASEMENT FOR REAL PROPERTY ADDRESSED AS 6680 ROBERT TRAIL SOUTH (Agreement) is made this ____ day of June, 2021, by and between Thomas C. Lund and Deborah L. Lund, spouses married to each other (together the “Landowner”), and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as the “City”).

WHEREAS, Landowner is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as “the Property”).

WHEREAS, Landowner and City wish to enter into an agreement which will prohibit the excavation, grading, changing of contours or the general changing of topography of that portion of the Property described in **Exhibit B and depicted in Exhibit C**, attached hereto (hereinafter referred to as the “Easement Area”), without the prior written consent of the City.

WHEREAS, Landowner and City wish to enter into an agreement to provide that without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be removed by Landowner from the Easement Area.

WHEREAS, Landowner and City wish to enter into an agreement to provide that no buildings, improvements, or other man-made structures (including, but not limited to, fences, sheds, retaining walls, play equipment, gazebos, rock gardens and landscape boulders) shall be placed by Landowner in the Easement Area without the prior written consent of the City.

NOW, THEREFORE, in mutual consideration of the covenants, agreements and recitals of the parties herein contained, the adequacy of which consideration is hereby acknowledged by the parties, it is hereby agreed by the parties as follows:

Section 1. Easement Area Relating to Vegetation. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be removed by Landowner from the Easement Area.

Section 2. Easement Area Relating to Structures. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebos,

rock gardens and landscape boulders) shall be placed by Landowner in the Easement Area without the prior written consent of the City.

Section 3. Easement Area Relating to Excavation, Grading, Changing of Contours and Topography. No change in the contours and general topography of the Easement Area (including, but not limited to, excavation, grading, movement, or removal of soil), shall be constructed or allowed by Landowner without the prior written consent of the City.

Section 4. Permitted Actions by Landowners. Landowner shall be allowed to take the following actions with respect to the Easement Area, subject to the conditions and terms stated below:

- a) Landowner may allow vegetable and crop farming on that portion of the Easement Area which is North of the South 280 feet of the Easement Area, but only to the extent that said farming does not interfere with the City's uses of the Property under its Drainage and Utility Easement and Trail Easement; and so long as the farming does not affect the grade of the Easement Area, does not result in the removal of any trees from the Easement Area, and does not involve the construction of any improvements in the Easement Area. Said farming activities must comply with all applicable city, state, and federal ordinances, laws, and regulations.

Section 5. Duration of Agreement. The duration of the Agreement is permanent and unlimited pursuant to Minn. Statute § 84C.02(d), unless terminated by any of the following means:

- a) The Agreement may be terminated by a recordable written instrument signed by the parties.
- b) The Agreement may be terminated if the City executes a written recordable release of the Agreement.

Section 6. No Impairment of City Rights. Nothing contained herein shall impair any right of the City, whether now held or hereafter acquired, to construct, repair, replace, or maintain any existing or future utilities, drainage, streets or trails in, on, or under the Easement Area.

Section 7. City Remedies. If the Landowner fails to perform any of its covenants or obligations under this Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

- a) **Specific Performance.** The City may specifically enforce this Agreement.
- b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Landowner has not complied with the terms and provisions set forth in this Agreement, the DPW shall provide written notice to the Landowner of such failure to comply with the terms and provisions of this Agreement. This notice shall specify that the Landowner will have thirty (30) days to comply with the terms and provisions of this Agreement, unless thirty (30) days is not practicable for the Landowner to so comply, in which case the Landowner

shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Agreement provided the Landowner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Landowner to comply with the terms and provisions of this Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Agreement without giving any notice to the Landowner and without giving the Landowner thirty (30) days to comply with the terms and provisions of this Agreement. If the City performs emergency service work, the Landowner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7(c) and 7(d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Landowner fails to comply with the terms and provisions of this Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Landowner. The amount of costs charged by the City to the Landowner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Agreement. The Landowner shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Landowner as provided in Section 7(c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Landowner in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Landowner. The Landowner hereby further waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Landowner. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit to the Property owned by the Landowner from the performance of tasks by the City to ensure compliance with the terms and provisions of this Agreement equal or exceeds the amount of the

charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Landowner.

Section 8. Binding Effect. This Agreement shall run with the Property and shall inure to the benefit of the Landowner and the City and shall bind the Landowner and the successors and assigns of the Landowner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

Section 9. No Assumption of Duty. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner 's obligations.

Section 10. No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

Section 11. Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 12. Governing Law. This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Section 14. Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

LANDOWNER:

Thomas C. Lund

Deborah L. Lund

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Thomas C. Lund and Deborah L. Lund, spouses married to each other, as joint tenants, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

**This Instrument Was Drafted By
And After Recording Return To:**
Bridget M. Nason (#0347322)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for conservation and natural area purposes lying over, under, across, through, and upon part of the following described property, located in Dakota County, Minnesota:

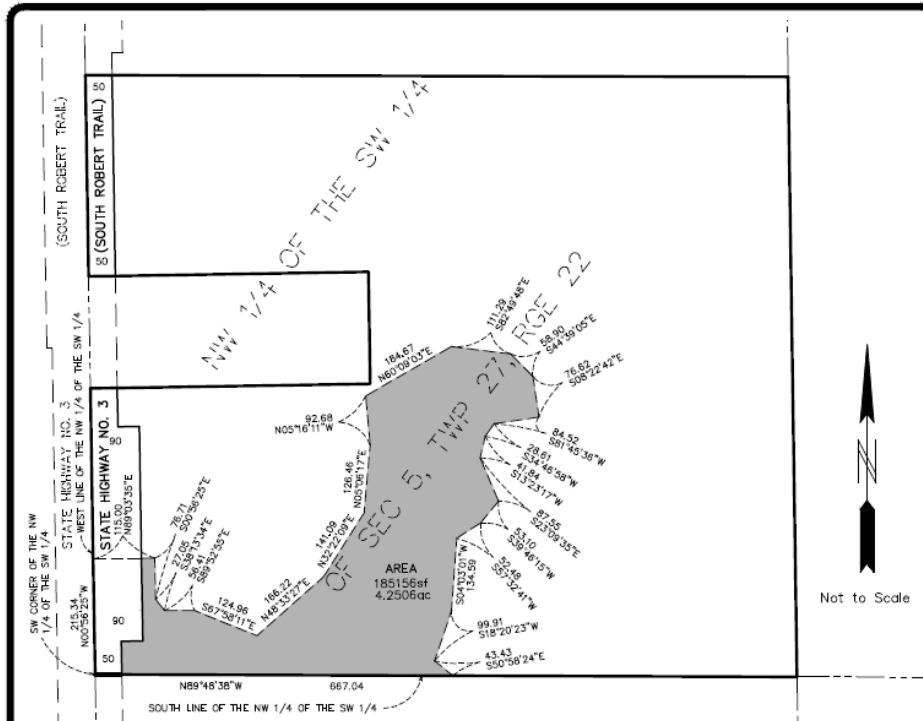
All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof. EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is legally described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

EXHIBIT C **GRAPHIC DEPICTION OF NATURAL AREA**



PROPOSED DESCRIPTION FOR A CONSERVATION AND NATURAL AREA EASEMENT

An easement for conservation and natural area purposes lying over, under and across part of the following described property:

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Said easement is described as follows:

Beginning at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of North 00 degrees 56 minutes 25 seconds West, along the west line of said Northwest Quarter of the Southwest Quarter, a distance of 215.34 feet; thence North 89 degrees 03 minutes 35 seconds East, a distance of 115.00 feet; thence South 00 degrees 56 minutes 25 seconds East, a distance of 76.71 feet; thence South 38 degrees 13 minutes 34 seconds East, a distance of 27.05 feet; thence South 89 degrees 52 minutes 55 seconds East, a distance of 56.41 feet; thence South 67 degrees 58 minutes 11 seconds East, a distance of 124.96 feet; thence North 48 degrees 33 minutes 27 seconds East, a distance of 166.22 feet; thence North 32 degrees 22 minutes 09 seconds East, a distance of 141.09 feet; thence North 05 degrees 06 minutes 17 seconds East, a distance of 126.46 feet; thence North 05 degrees 16 minutes 11 seconds West, a distance of 92.68 feet; thence North 60 degrees 09 minutes 03 seconds East, a distance of 184.67 feet; thence South 82 degrees 49 minutes 48 seconds East, a distance of 111.29 feet; thence South 44 degrees 39 minutes 05 seconds East, a distance of 58.90 feet; thence South 08 degrees 22 minutes 42 seconds East, a distance of 76.62 feet; thence South 81 degrees 45 minutes 36 seconds West, a distance of 84.52 feet; thence South 34 degrees 46 minutes 58 seconds West, a distance of 28.61 feet; thence South 13 degrees 23 minutes 17 seconds West, a distance of 41.84 feet; thence South 23 degrees 09 minutes 35 seconds East, a distance of 87.55 feet; thence South 39 degrees 46 minutes 15 seconds West, a distance of 53.10 feet; thence South 57 degrees 32 minutes 41 seconds West, a distance of 52.48 feet; thence South 04 degrees 03 minutes 01 seconds West, a distance of 134.59 feet; thence South 18 degrees 20 minutes 23 seconds West, a distance of 99.91 feet; thence South 50 degrees 58 minutes 24 seconds East, a distance of 43.43 feet, to the south line of said Northwest Quarter of the Southwest Quarter; thence North 89 degrees 48 minutes 38 seconds West, along said south line, a distance of 667.04 feet, to the point of beginning.

Except that part thereof lying westerly of the easterly right of way line of State Highway No. 3 AKA South Robert Trail.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the herein described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
 2422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: (651) 488-4888
 www.pioneereng.com

CadFile:
 EX-SURV-121056-RIASE.dwg
 Date: 3/31/2021
 Folder #: 8626
 Drawn by: BJM

Description Sketch for:
CITY OF INVER GROVE HEIGHTS

© 2021 Pioneer Engineering, P.A.

EXHIBIT G

FORM OF CONSENT OF MORTGAGEE

**MORTGAGEE'S CONSENT TO
EASEMENT**

_____, a _____ operating under the laws of _____, ("Mortgagee"), is the owner and holder of the following mortgage(s) and/or interest(s):

1.

All of which are recorded against the following real property:

SEE EXHIBIT 1, ATTACHED HERETO
AND INCORPORATED BY REFERENCE HEREIN

For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagee hereby CONSENTS to the easement to which this Consent is attached ("Easement") and agrees that its liens, rights and remedies under the above-described documents shall be SUBORDINATED AND SUBJECT IN ALL WAYS to the provisions of said Easement.

MORTGAGEE:

By: _____

Name: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2020, before me, a Notary Public, personally appeared _____ to me personally known, who, after being first duly sworn, did state that he/she is the _____ of _____, a _____ operating under the laws of _____, and that he/she signed the same on behalf of said _____.

Notary Public

EXHIBIT 1
LEGAL DESCRIPTION

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

All that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, lying south of the north 198.00 feet thereof.

EXCEPT that part of said Northwest Quarter of the Southwest Quarter described as follows: Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 208.71 feet; thence westerly at right angle to last described line 521.78 feet to the west line of said Northwest Quarter of the Southwest Quarter; thence northerly along said west line 208.71 feet to the point of beginning.

Together with a 12 foot roadway easement for ingress and egress over part of the following described parcel of land: Part of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota, described as follows: Beginning at a point on the west line of said Southwest Quarter, said point being 573.69 feet south of the northwest corner thereof; thence easterly at right angle to said west line 521.78 feet; thence southerly at right angle to the last described line 206.71 feet; thence westerly at right angle to the last described line 521.78 feet to the west line of said Southwest Quarter; thence Northerly along said west line 208.71 feet to the point of beginning, the centerline of said easement is described as follows: Commencing at the southeast corner of previously described parcel; thence South 89 degrees 03 minutes 35 seconds West (assumed bearing) along the south line of said parcel 93.93 feet to the point of beginning of the centerline to be described; thence North 40 degrees 18 minutes 04 seconds East 10.15 feet; thence North 47 degrees 25 minutes 49 seconds East 40.88 feet; thence North 60 degrees 55 minutes 25 seconds East 51.50 feet; thence North 69 degrees 29 minutes 45 seconds East 11.96 feet to the east line of said parcel, said centerline there terminating. The sidelines of said easement shall be lengthened or shortened to terminate on the south line and the east line of said parcel.

Subject to and together with a driveway easement for ingress and egress over that part of the Northwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County, Minnesota described as follows: Commencing at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 782.40 feet south of the northwest corner thereof; thence easterly at right angles to said west line 50.00 feet to the east right of way line of South Robert Trail and the point of beginning of tract to be described; thence continuing easterly along the last described line extended 44.00 feet; thence northwesterly to a point on said highway right of way line distant 20.00 feet northerly of the point of beginning; thence southerly along said highway right of way line 20.00 feet to the point of beginning.

**Request for Council Action****TITLE: Resolution Approving City Estoppel and 2nd Amendment to Supplemental Regulatory Agreement re Blackberry Pointe Apartments**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Development Documents	Amount included in current budget	
Contact:	Timothy J. Kuntz	Budget amendment requested	
Prepared by:	Timothy J. Kuntz	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The Council is asked to approve an Estoppel Certificate and a Second Amendment to Supplemental Regulatory Agreement relating to the Blackberry Pointe Apartments (formerly Brentwood Hills Apartments) project at 5480 Blackberry Trail East.

SUMMARY:

The owner of Brentwood Hills Apartments is once again refinancing the project to take advantage of low interest rates. In or about 2003, Brentwood Hills Apartments was constructed as an affordable housing project. The City participated in the financing by way of tax increment. The owner also used tax credits for affordable housing as well as private financing. The affordable housing requirements continue.

In 2012, the owner refinanced with the substitution of a new private lender.

Now, in 2021, the owner is again refinancing with a new private lender. Otherwise, the mortgage transaction documentation is structured in the same fashion. HUD and the new lender are asking the City to certify that there are no violations of the Development Contract or Storm Water Facilities Maintenance Agreement recorded for the plat of Brentwood Hills Apartments and HUD and the new lender are asking the City to subordinate the City covenants to the new mortgage and loan requirements of HUD and the new lender.

The City took the same action in 2012 with respect to the lender at that time. This action is replicating what was done in 2012 only with a new lender.

Attached for consideration is a *Resolution Authorizing the Execution of Documentation Regarding the Refinancing of Blackberry Pointe Apartments* together with the City Estoppel and Second Amendment to Supplemental Regulatory Agreement. A Memorandum from the owner's attorney is also attached.



MEMORANDUM

TO: Mayor Tom Bartholomew & the Inver Grove Heights City Council

CC: Timothy J. Kuntz, Esq.

FROM: Winthrop & Weinstine, P.A.

RE: Refinancing of Blackberry Pointe Apartments

We represent Brentwood Hills Limited Partnership (the “Owner”), the owner of a 219-unit low-income housing tax credit project known as Blackberry Pointe Apartments located at 5480 Blackberry Trail E, Inver Grove Heights, MN 55076 (the “Project”). The Project was initially constructed in 2005 and the Owner is currently in the process of refinancing the Project (the “Refinancing”) through a loan to be made by JLL Real Estate Capital, LLC (“Lender”), which loan will be insured by the U.S. Department of Housing and Urban Development (“HUD”). The closing of the Refinancing will occur on September 1, 2021. The purpose of the Refinancing is to secure a lower interest rate and debt service on the loan, and in connection therewith, Owner is executing certain documentation to ensure the continued affordability of the Project.

In connection with this Refinancing, Lender and HUD are requiring execution of the following documentation by the City of Inver Grove Heights (the “City”): (i) the Second Amendment to Supplemental Regulatory Agreement (the “Second Amendment”) and (ii) the City Estoppel (the “Estoppel”), each of which accompany this memorandum.

The Second Amendment is required by Lender and HUD to insert certain required provisions into the Supplemental Regulatory Agreement dated August 25, 2003, which imposes certain restrictive covenants and affordability requirements upon the Project related to tax increment financing provided to the Project, as amended by the First Amendment to Supplemental Regulatory Agreement dated July 1, 2012 (“First Amendment”), which inserted similar provisions in connection with a 2012 refinancing of the Project. As such, the Second Amendment is substantially similar to the First Amendment that the City executed in connection with the 2012 refinancing, but for referencing the new Refinancing loan.

The Estoppel pertains to three project documents: (i) the City resolution dated November 7, 2003 initially approving the Project and the related tax increment financing, (ii) the Development Contract entered into between the Owner and the City and dated September 10, 2003 in connection with the development of the Project, including the related tax increment financing, and (iii) the Storm Water Facilities Maintenance Agreement between the Owner and the City dated September 10, 2003 relating to installation of certain storm water facilities on the property the Project is located on. Lender and HUD require the Estoppel for the refinancing to ensure there are no defaults or costs due and payable under the three aforementioned documents.

Thank you for your attention to this matter and your help ensuring the continued affordability of the Project in connection with the Refinancing. Should you have any questions or require anything further in connection with the City's execution of the Second Amendment and Estoppel, please do not hesitate to reach out to Joseph Novak (JNovak@winthrop.com; 612-604-6603) and/or Shawn Alexander (SAlexander@winthrop.com; 612-604-6749).

22336910v2

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

RESOLUTION NO. 2021- ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF DOCUMENTATION
REGARDING THE REFINANCING OF BLACKBERRY POINTE APARTMENTS**

WHEREAS, Brentwood Hills Limited Partnership (the “Owner”) is the owner of a low-income housing tax credit project known as Blackberry Pointe Apartments located at 5480 Blackberry Trail E, Inver Grove Heights, MN 55076 (the “Project”);

WHEREAS, the Owner is in the process of refinancing the Project;

WHEREAS, the refinancing requires the City of Inver Grove Heights (the “City”) to execute the City Estoppel attached hereto as Exhibit A (the “Estoppel”) and the Second Amendment to Supplemental Regulatory Agreement attached hereto as Exhibit B (the “Amendment”);

WHEREAS, the Estoppel and Amendment recite the nature of the transaction; and

WHEREAS, the Estoppel and Amendment have each been approved by the City Attorney.

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

1. The City hereby approves the attached Estoppel and authorizes the execution thereof.
2. The City hereby approves the attached Amendment and authorizes the execution thereof.

Adopted this 23rd day of August, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A

City Estoppel

(attached on the following pages)

CITY ESTOPPEL

WHEREAS, the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota ("City"):

- (i) adopted Resolution Nos. 03-121 and 03-122 on July 28, 2003 as referenced in the Certification dated November 7, 2003, filed December 10, 2003 as Document No. 2150383 in the Office of the County Recorder, Dakota County, Minnesota (collectively "Resolution") approving the proposed development of Brentwood Hills Limited Partnership, a Minnesota limited partnership ("Borrower"), for the real property, legally described as follows:

Lots 1 and 2, Block 1, Brentwood Hills Apartments, Dakota County, Minnesota

(hereinafter referred to as the "Property");

- (ii) entered into that certain Development Contract for Plat of Brentwood Hills Apartments dated September 10, 2003, filed March 16, 2004 as Document No. 2185956 in the Office of the County Recorder, Dakota County, Minnesota (hereinafter referred to as the "Development Agreement") with Borrower pertaining to Borrower's development of the Property; and
- (iii) entered into that certain Storm Water Facilities Maintenance Agreement Relating to Lots 1 and 2, Block 1 Brentwood Hills Apartments dated September 10, 2003, filed March 16, 2004 as Document No. 2185958 in the Office of the County Recorder, Dakota County, Minnesota ("Storm Water Agreement") with Borrower pertaining to Borrower's installation of storm water facilities on the Property, as well as ongoing maintenance related thereto.

WHEREAS, Borrower is refinancing the Property with a loan from JLL Real Estate Capital, A Delaware limited liability company ("Lender"), and in connection therewith, the City has agreed to deliver this Estoppel at Lender's request.

NOW THEREFORE, the City hereby represents and warrants to the Lender:

1. The Property has been developed in accordance with the Resolution, Development Agreement and Storm Water Agreement. All conditions under the Resolution, Development Agreement and Storm Water Agreement have been satisfied. All storm water facilities required to be constructed under the Storm Water Agreement have been constructed.

2. There are no defaults under the Resolution, Development Agreement and/or Storm Water Agreement. As of the date hereof, the City is not aware of any facts or circumstances existing under any of the foregoing instruments that may become a default thereunder with the passage of time and/or giving of notice.

3. There are no costs due and payable under the Storm Water Agreement as of the date hereof, nor has the City incurred any costs thereunder that may be assessed against the Borrower and/or Property under the Storm Water Agreement.

4. None of the Resolution, Development Agreement and Storm Water Agreement have been amended or assigned, except the Development Agreement has been amended as described in this Estoppel.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Estoppel to be duly executed to be effective as of the 1st day of September, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

EXHIBIT B

Second Amendment to Supplemental Regulatory Agreement

(attached on the following pages)

22336664v2

Drafted by:

Carol Ann Eiden, Esq.
Fox Rothschild LLP
222 South 9th Street, Suite 2000
Minneapolis, MN 55402

SECOND AMENDMENT TO SUPPLEMENTAL REGULATORY AGREEMENT

This SECOND AMENDMENT TO SUPPLEMENTAL REGULATORY AGREEMENT (“Amendment”) is made effective as of September 1, 2021, by and among BRENTWOOD HILLS LIMITED PARTNERSHIP, a Minnesota limited partnership (“Borrower”), the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation (“City”), and DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“Agency”).

WHEREAS, Borrower has obtained amended and restated financing from JLL Real Estate Capital, LLC, a Delaware limited liability company formerly known as Jones Lang LaSalle Multifamily, LLC, a Delaware limited liability company formerly known as Oak Grove Commercial Mortgage, LLC (the “Lender”), for the benefit of the project known as Blackberry Pointe Apartments (the “Project”), which loan is secured by an Amended and Restated Mortgage, Assignment of Leases and Rents and Security Agreement (“Security Instrument”) dated as of even date herewith, and recorded in the Recorder’s Office of Dakota County, Minnesota (the “Records”), and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, Borrower formerly received tax increment financing as evidenced by an Amended and Restated Tax Increment Revenue Note, Series 2003, dated September 12, 2003 in the original principal amount of \$2,433,696.65 (the “TIF Note”) issued by the City in favor of Borrower, which TIF Note has been paid in full, and in connection therewith, the City and Agency required certain restrictions be recorded against the Project; and

WHEREAS, Borrower entered into that certain Supplemental Regulatory Agreement (“Restrictive Covenants”) with respect to the Project, as more particularly described in Exhibit A attached hereto, dated as of August 25, 2003 and recorded in the Records on October 24, 2003, as Document No. 2129959;

WHEREAS, HUD requires as a condition of its insuring Lender's financing to the Project that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, the City and the Agency have agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Amendment, the provision contained in this Amendment shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means JLL Real Estate Capital, LLC, a Delaware limited liability company, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701 et seq., as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the City’s and/or Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in] In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

(e) Borrower, the City and the Agency acknowledge that Borrower’s failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.

(f) Except for the City’s and the Agency’s reporting requirement, in enforcing the Restrictive Covenants neither the City nor the Agency will file any claim against the Project, the Mortgage Loan proceeds, or any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- (i) Available surplus cash, if the Borrower is a for-profit entity;
- (ii) Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- (iii) Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity; or
- (iv) A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower, the City and the Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of nonsubstantive matters, without HUD’s prior written consent.

(h) Subject to the HUD Regulatory Agreement, the City and the Agency may require the Borrower to indemnify and hold each of them harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against either of them relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the City and the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

(i) Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with its governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date set forth above.

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

BORROWER:

BRENTWOOD HILLS LIMITED
PARTNERSHIP, a Minnesota limited partnership

By: Brentwood Hills, LLC, a Minnesota limited
liability company
Its: General Partner

By: _____
Michael J. Swenson
Its: Vice President/Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Michael J. Swenson, Vice President/Treasurer of Brentwood Hills, LLC, a Minnesota limited liability company and general partner of Brentwood Hills Limited Partnership, a Minnesota limited partnership, on behalf of the limited liability company and limited partnership.

Notary Public

DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY, a public body
corporate and politic organized and existing under
the laws of the State of Minnesota

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as Executive Director of Dakota County Community Development Agency, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of public body corporate and politic.

6

CITY:

CITY OF INVER GROVE HEIGHTS, a Minnesota
municipal corporation

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 and 2, Block 1, Brentwood Hills Apartments, Dakota County, Minnesota

22030448v1

**Request for Council Action****TITLE:** Aaron Stadt - Case No. 21-47V

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider the following requests for property located at 9240 Inver Grove Trail:

1. A Resolution relating to a Variance to allow two detached accessory structures whereas one is the maximum allowed.
2. A Resolution relating to a Variance to allow an 1,800 gross square foot detached accessory structure where as 1,600 square feet is maximum allowed.
 - Requires a 3/5th's vote.
 - 60-day deadline: August 31, 2021 (first 60-days)

SUMMARY:

The applicant is proposing an 1,800 square foot detached accessory building on a 3.35-acre residential property. The lot contains a single-family home, built in 1937 and a 440 square foot detached garage. The rural property is allowed one detached accessory structure up to 1,600 gross square feet in size.

The applicant is looking for more usable inside storage as the current detached accessory building, located about 25 feet from the house, acts as an attached garage would on a residential property. The applicant has indicated the layout and age of the house do not lend itself to constructing an attached garage. The proposed structure would be in compliance with other code requirements such as setbacks, exterior building materials and impervious surface.

The City Council has reviewed and modified the allowed size and number of accessory structures over the years, most recently increasing the size allowance on lots 3.4 acres - 5 acres in size. The applicant's property does not have an attached garage. City Code does not allow flexibility for properties that do not have an attached garage to have more than one detached structure.

Staff believes the request for the additional building could be considered a convenience to the applicant and not a practical difficulty.

Planning Staff: Staff recommends denial of the variance request as the conditions of the property are not unique and approval of the variance could set a precedent for other requests to exceed the number of accessory buildings on a property. Earlier this year the City amended the accessory structure ordinance to allow larger accessory structures on lots 3.4 - 5 acres in size. Staff considers the direction for the City to limit size and number of accessory structures to control the massing, bulk and over developing of lots with accessory buildings. Staff believes the facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance.

Planning Commission: At the August 4, 2021 public hearing, the applicant was present.

The Commission had a lengthy discussion about the request, including if not having an attached garage would constitute a practical difficulty.

The Planning Commission made a motion to approve the variance to allow more than one detached accessory structure with the practical difficulty being there is not an attached garage on the property. The motion failed (4-4).

The Planning Commission made a motion to deny the request to allow an accessory structure 1,800 square feet in size whereas 1,600 square feet is the maximum size allowed. Motion passed (8-0).

Attachments: Denial Resolution - both variances
Denial Resolution - size variance
Approval Resolution - number of accessory structures
Planning Commission recommendation
Planning staff report

Denial of both variance requests

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING LARGER
THAN 1,600 GROSS SQUARE FEET AND TO ALLOW MORE THAN ONE DETACHED
ACCESSORY BUILDING ON THE PROPERTY WHEREAS ONE IS ALLOWED**

**CASE NO. 21-47V
Stadt**

Property located at 9240 Inver Grove Trail and legally described as follows:

PT OF NW 1/4 OF NW 1/4 BEG SE COR N ON E LINE 100.95 FT S 89D 38M 45S W 572.38
FT N 3D24M34S E 98.95 FT S 88D 24M 39S W 305.63 FT N 87D 49M 31S W 110.52 FT
TO C/L CR #77 SW ON C/L TO S LINE E TO BEG OF SECTION 23, TOWNSHIP 27, RANGE
22, DAKOTA COUNTY, MN

WHEREAS, an application has been received for a Variance to allow two detached accessory buildings whereas one is the maximum allowed on lots less than five acres in size;

WHEREAS, the applicant is requesting an 1,800 square foot accessory building whereas 1,600 square feet is the maximum size allowed on the 3.35 acre property;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 4, 2021 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance requests do not preclude the applicant from reasonable use of the property as there is an existing accessory structure on the property that could be up to 1,600 square feet in size.
2. Approval of the variance could set a precedent for the number and size of accessory buildings allowed on a property less than 5 acres in size.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. Allowing a structure larger than 1,600 square feet and to allow more than one detached accessory structure appears to be a convenience to the landowner and not dictated by unique circumstances of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to exceed the 1,600 square foot maximum and to allow more than one detached accessory building is hereby denied.

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2021.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Denial of size variance

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING LARGER THAN 1,600 GROSS SQUARE FEET

CASE NO. 21-47V

Stadt

Property located at 9240 Inver Grove Trail and legally described as follows:

PT OF NW 1/4 OF NW 1/4 BEG SE COR N ON E LINE 100.95 FT S 89D 38M 45S W 572.38
FT N 3D24M34S E 98.95 FT S 88D 24M 39S W 305.63 FT N 87D 49M 31S W 110.52 FT
TO C/L CR #77 SW ON C/L TO S LINE E TO BEG OF SECTION 23, TOWNSHIP 27, RANGE
22, DAKOTA COUNTY, MN

WHEREAS, the applicant is requesting an 1,800 square foot accessory building
whereas 1,600 square feet is the maximum size allowed on the 3.35 acre property;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict
application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and
safeguards imposed in the variance so granted where practical difficulties or particular
hardships result from carrying out the strict letter of the regulations of the Zoning Code,
as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the
request on August 4, 2021 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the
following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the property as the property is allowed a structure up to 1,600 gross square feet.
2. The City limits the size of structures to control the massing, bulk and over developing of lots with accessory buildings. Approval of the variance could set a precedent for the size of accessory buildings allowed on a property.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a size variance. Allowing a structure larger than 1,600 square feet appears to be a convenience to the landowner and not dictated by unique circumstances of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an 1,800 square foot detached structure whereas 1,600 square feet is the maximum size allowed is hereby denied.

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2021.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

Approval of number of structures

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ____

RESOLUTION APPROVING A VARIANCE TO ALLOW TWO ACCESSORY STRUCTURES ON A LOT LESS THAN 5.0 ACRES IN SIZE

CASE NO. 21-47V
Stadt

Property located at 9240 Inver Grove Trail and legally described as follows:

PT OF NW 1/4 OF NW 1/4 BEG SE COR N ON E LINE 100.95 FT S 89D 38M 45S W 572.38 FT
N 3D24M34S E 98.95 FT S 88D 24M 39S W 305.63 FT N 87D 49M 31S W 110.52 FT TO C/L
CR #77 SW ON C/L TO S LINE E TO BEG OF SECTION 23, TOWNSHIP 27, RANGE 22,
DAKOTA COUNTY, MN

WHEREAS, the applicant is requesting a second detached accessory structure on the property whereas one is allowed;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 3, 2021 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.

b. The second accessory structure does not appear to have an adverse impact on the neighboring properties.

c. The site is unique in that it does not have an attached garage. The existing detached structure is 440 square feet in size, about the size of a standard two stall garage, located near the home and used as an attached garage would.

d. The home was built in 1937 and is not conducive to add an attached garage to the structure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow two accessory structures on a lot less than 5.0 acres in size is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.
3. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
4. A grading/erosion control plan shall be required at the time of the building permit application.

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 August, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

RECOMMENDATION TO CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 4, 2021

SUBJECT: **AARON STADT - CASE NO. 21-47V**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request by Aaron Stadt - Case No. 21-47V. The request involves property located at 9240 Inver Grove Trail. The request consists of a variance to allow more than one detached accessory building on the property and for the structure to be 1,800 square feet in size whereas 1,715 square feet is the maximum size allowed. Notices were mailed to 7 property owners on July 22, 2021.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She stated the property is located on the east side of Inver Grove Trail. It is zoned E-1, Estate Residential District. The Applicant's property has a single-family home on it that was built in 1937, and an existing 440 square foot detached garage. The Applicant is proposing a new 1,800 square foot detached structure on the property. The Applicant's property is allowed one detached accessory building up to 1,600 gross square feet. In the Applicant's narrative, that number was taken including the right of way. She said when looking at the lot size and buildable area, the right of way amount is excluded, which is why they are allowed the 1,600 square foot maximum. The Applicant is looking for more usable inside storage space for his property. The current detached garage acts more as an attached garage would. The Applicant states that the layout and age of the house is not conducive to adding on an attached garage. The proposed structure would be in compliance with other Code requirements such as setbacks, impervious surface, and exterior building materials. She stated the City Council has reviewed and modified the size and number of accessory structures over the years. In the last year the size allowance was changed for lots that are 3.4 to 5 acres in size to have greater square footage for accessory structure size. The Applicant's property doesn't have an attached garage. The Code does not have flexibility for properties that do not have an attached garage, the possibility to have more detached structures. The Applicant's property is in a developed residential neighborhood with a variety of lot sizes and types. Due to the fact there is not an attached garage, adding a second structure over 100 feet from the edge of the road does not appear to affect the character of the neighborhood. The request for a larger structure may be considered a convenience and not a Practical Difficulty as they could remove the existing structure and add the larger structure at the 1,600 square foot size. Staff believes the direction from the city is to limit the size and number of accessory buildings on properties to control the massing, bulk, and overdeveloping of accessory structures on properties. Staff doesn't believe there is sufficient rationale to support the variance criteria and recommends denial of both requests as proposed. She stated if the Commission recommends approval of one or both requests, there are four conditions listed in the staff report that should be included with the approval motion. She

said there is comment from one of the abutting property owners who is in support of the request.

Commissioner Robertson said it appears there is another shed or small building on the property. She asked why that wasn't counted and if there is an understanding why it wasn't on the drawing or counted.

The Applicant asked where it was located.

Commissioner Robertson responded it was located on the south side.

The Applicant responded that is a tool shed located next to his garden.

Ms. Botten responded if the structure is less than 120 square feet it is not counted towards the number of accessory structures allowed on the property.

Commissioner Scales asked if there is a size limit on an attached garage.

Ms. Botten responded there is not, as long as they are in compliance with impervious surface and setbacks.

Commissioner Challeen stated in the past they have brought up the question if a detached garage, since it's a garage, if it should be considered another accessory building on the property. She asked if the Council has addressed that question yet. She questioned if a detached garage has to be considered a separate building or if it could be considered part of the main dwelling.

Ms. Botten responded she doesn't believe that has been discussed. If detached from the structure they have always counted it as a detached building.

Opening of Public Hearing

Aaron Stadt, 9240 Inver Grove Trail, stated he has read and understood the report. He said it is an older home and didn't want to add on to the house because it's so old. Adding a new structure onto an old structure would be strange. He said it sounded like if he did add onto his home, he could go as big as the impervious footage would allow. He doesn't want to have to do that, but commented that it sounds like a pretty good option for space compared to a 1,600 square foot building. He asked if a structure that size would be allowed to be built onto a house.

Commissioner Scales responded Code allows it.

Mr. Stadt asked if he would need to update his septic system if he were to add onto his home.

Ms. Botten responded that would be a question for the Building Official but believes as long as he is not adding bedrooms, he should be fine.

Mr. Stadt commented if this doesn't go through, he asked about the side setbacks for an accessory structure if he knocks down the current garage and builds a structure there.

Ms. Botten responded if the structure is over 1,000 square feet it would require a 50-foot setback from all property lines.

Mr. Stadt referred to the front of his home and asked where the setback measures from. He asked if it was 30 feet from the center of the road.

Ms. Botten replied she did not have that information but could provide it to him.

Mr. Stadt said his lot was longer than it was wide with most of it being pasture land. He is looking to use the space for convenience and possibly farm the land. He said it would be nice to get equipment to help.

Commissioner Robertson said she viewed the property from the road. For the age of the home and the garage, it looks very good. She noticed there was an access door on the lower level of the house that already faces the garage. She asked how difficult it would be to attach a garage there. She said as of now, the city has not changed its designation of a detached garage as non-accessory. She said she was curious about the blue shed.

Mr. Stadt responded there is a shed on top of the hill on the south side that he uses it to store his garden equipment. It is 96 square feet in size. He would like to condense everything into one building. He responded about adding onto the front stating it probably wouldn't work well with having the bedrooms and bathroom windows there. He felt it would be more conducive on the north side of his home. He said it was looking like a good option for space, he would definitely consider that option.

Commissioner Weber closed the Public Hearing.

Planning Commission Discussion

Commissioner Scales commented that he grew up two houses down from this house. The house is very unique in style. He thought attaching something to it would be a mistake and could overpower the home. He doesn't believe it would fit the neighborhood, house, and style. He felt what was being asked for was very reasonable. He requested breaking it down into two pieces. He said some of the old homes were not built with attached garages, he doesn't like the idea of penalizing someone who has a detached garage. He didn't like the idea of him having to tear down a perfectly good structure. He said the property has been maintained very well over the years. He stated he could support the two structures with the Practical Difficulty/hardship being there is no attached garage, and the topography of the land. He said the Commission has always struggled to find a Practical Difficulty with the square footage, the City Council has more leeway than the Planning Commission.

Commissioner Robertson stated in terms of the size of the accessory structure, the City Council very clearly parceled out how size is to be determined. She felt that was not as big an issue as having the precedent setting of allowing another accessory structure. She mentioned this question comes up a lot, most of the time the Commission has denied them

because they are not consistent with the city's current Ordinances and Codes for two accessory structures on a piece of property less than 5 acres. She said if doing this now, they are doing it knowing it is inconsistent with Code. She felt that may spark City Council. She said she gives a lot of consideration to precedent. Once they allow a 1,600 square foot second accessory structure on a property, they have no recourse to saying no to anyone else, other than the fact the garage is detached, which has never been used as a Practical Difficulty.

Several Commissioners responded that not having an attached garage has been used as a Practical Difficulty before.

Commissioner Robertson stated she does not see a Practical Difficulty as much as she would like to. She cannot support it as this point, but would make a strong recommendation to the City Council that they actually tackle this. As it sits now, she cannot support.

Commissioner Weber stated they did a wonderful job as a Planning Commission to propose something in regards to looking at accessory structure sizes on lots bigger than 3.5 acres. He is leaning towards discussion on zoning certain properties too. For example, E-1's like this, which have larger properties that don't have an attached garage, there could be another avenue they could look at instead of having all these variance applications. He stated the Planning Commission is repeatedly seeing the same thing and repeatedly struggling. The homeowner should be allowed to do what they want to do but it doesn't meet City Codes. He said he would like to sit down, draft something, and put in front of the Commission and then in front of the City Council. Something that says in the E-1 Districts with over 3 acre lots, be allowed to do something different than what City Code states. He said if uncomfortable with how City Code reads now, yet comfortable with the idea of people being able to do this, but not allowing it now because of City Code and the structure. He said there is a way for them to move it forward. Approving this wouldn't set that direction, but is an opportunity to look over what has been done over the last several years.

Commissioner Clancy was in agreement with how to address this issue tonight as a Planning Commission, as opposed to something more permanent being addressed by the City Council. He said if wanting to approve tonight under the Motion of allowing the detached garage stay based off the look, amenity, and appearance of the garage. He requested whomever makes the Motion take into consideration that in a sense of the structure looking nice, some may not be as economically well off as others.

Commissioner Challeen stated she would like to further formalize something that goes to the City Council about detached garages not being considered an accessory structure. She believes this is what is tripping them up. She would not want to make it contingent on property size. Regardless of property size it shouldn't be considered an accessory structure.

Commissioner Weber added as long as it's primary use is a garage.

Commissioner Scales stated there is a difference between a precedence at the Planning Commission and a precedence the Council and the city have set. In the city the precedent has been set that they have given people a second garage. He doesn't believe one has been

turned down as it has gone through Council and been built. He felt the Planning Commission is limited because they struggle with a Practical Difficulty. He thinks within the city the precedence has been set that a detached garage is treated separately from an attached garage. Numerous ones have been done. There have been some the Planning Commission has turned down that the City Council has not. He believes a precedence has been set in the city that detached garages can have a secondary structure.

Commissioner Robertson proposed a timely way to see if they can get Council to act without denying. She asked if this was something they could temporarily table. And then draft a recommendation to the City Council for a timely response so they are able to come back and address this question. She said she wants to understand what the Applicant is asking for. She stated the City Council did not address this when addressing the previous issue.

Ms. Botten responded the Planning Commission does have the option to table the request. She said the process of going to Council and asking them to do an Ordinance Amendment could take 3-6 months. She was unsure that was the choice the Commission would want to take with this request if looking for an Ordinance Amendment.

Commissioner Scales asked what the timeline was for responding to the Applicant.

Ms. Botten responded once it made application the city has 60 days to respond to the Applicant and make a formal Motion. The city can extend that an additional 60 days, but they try to keep all reviews within a 60-day timeline.

Commissioner Wippermann said he was also concerned about the precedence that gets set. What is being proposed does not meet the criteria as per the Code. From that standpoint he is not in favor of approving the request.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Challeen, to approve the two accessory structures with the 4 conditions listed in the packets. The hardship is the detached garage since it does not have an attached garage for property located at 9240 Inver Grove Trail.

Motion fails (4/4).

Councilmember Scales stated it is very difficult to make a recommendation on this because of the hardship. They have struggled with this over the years. He supports it, believes it appropriate for the neighborhood, there are plenty of other buildings in the area, doesn't believe it is out of character, and is far enough away that it doesn't affect any neighbors or sights from the road. He said he would support this and requests the Council to look at it closely and approve.

Commissioner Weber asked what the lot size was if going on the County website. He said it could be referenced as a certain amount of acreage with the city saying a different acreage. He understands the right of way.

Ms. Botten responded the County website has both, the lot size of 3.57 and the .22 under right of way.

Commissioner Weber understands that with the 3.57 rationale the new ratio system works out in the Applicant's benefit. He said the Commission has to follow the Amended City Code when looking at the actual acreage.

Motion by Commissioner Simon, second by Commissioner Clancy, to deny the accessory structure size variance on the fact that the facts don't present/satisfy the criteria needed to show a Practical Difficulty on the lot to grant a variance allowing a structure more than 1,600 square feet for property located at 9240 Inver Grove Trail.

Motion carried (8/0). This item goes to the City Council on August 23, 2021.



PLANNING REPORT

CASE NO: 21-47V

APPLICANT/PROPERTY OWNER: Aaron Stadt

REQUEST: Variances to allow more than one detached accessory structure and to exceed the maximum size allowed

HEARING DATE: August 4, 2021

LOCATION: 9240 Inver Grover Trail

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is proposing an 1,800 square foot detached accessory building on a 3.35-acre residential property. The lot contains a single-family home, built in 1937 and a detached garage 440 square feet in size. The rural property is allowed one detached accessory structure up to 1,600 gross square feet in size.

The applicant is looking for more usable inside storage as the current detached accessory building, located about 25 feet from the house, acts as an attached garage would on a residential property. The applicant has indicated the layout and age of the house do not lend itself to constructing an attached garage. The proposed structure would be in compliance with other code requirements such as setbacks, exterior building materials and impervious surface.

The applicant's narrative references the lot size being 3.57 acres in size, this is including right-of-way. When the City looks at the usable area of a property, right-of-way is excluded, bringing the lot size down to 3.35 acres. If the lot size included the right-of-way, the most recent accessory structure ordinance update would have allowed the applicants to have one structure up to 1,715 square feet in size.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North, South, East, and West: Single family; zoned E-1, Estate Residential; guided RDR

VARIANCE

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The City recognizes that within the large lot rural residential portions of the City, larger accessory structures can be appropriate. However, the Council also recognized that the size of the structure should be proportional to the size of the lot. They also recognize that there should be a limit to the number of structures.

The City Council has reviewed and modified the allowed size and number of accessory structures over the years, most recently increasing the size allowance on lots 3.4 acres – 5 acres in size. The applicant's property does not have an attached garage. City Code does not allow flexibility for properties that do not have an attached garage to have more than one detached structure.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The acreage property has a home that is 84 years old, with an existing detached structure that is about the size of a two-stall garage. Allowing an additional structure that complies with all other zoning regulations, including the maximum size, would appear to be a reasonable use of the rural property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

Based on lot size and zoning the property is allowed one detached accessory building up to 1,600 gross square feet in size. The request for an additional building and for a larger structure may be considered a convenience to the applicant, not a practical difficulty.

4. *The variance will not alter the essential character of the locality.*

The developed rural neighborhood contains a variety of lot sizes and home types. Some homes have attached garages, others, like the applicants, do not have an attached garage. Due to the fact there is no attached garage and the size of the property, adding a second structure, over 100 feet from the road, would 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 of these requests.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. Approval. If the Planning Commission finds the request(s) to be acceptable, the Commission should recommend approval of the requests with at least the following conditions:

- A **variance** to allow an accessory structure 1,800 square feet in size whereas 1,600 gross square feet is the maximum; and
- A **variance** to allow two accessory structures whereas one is the maximum allowed on a lot less than five acres in size.
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The developer shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.
 3. The accessory structures shall not be used for commercial uses, storage related to a commercial use, or home occupations.
 4. A grading/erosion control plan shall be required at the time of the building permit application.

Hardship: To be stated

B. Denial. If the Planning Commission does not favor the proposed variance request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property as there is an existing accessory structure on the property.
2. Approval of the variance could set a precedent for the number of accessory buildings allowed on a property less than 5 acres in size.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. Allowing a structure larger than 1,600 square feet and to allow more than one detached accessory structure appears to be a convenience to the landowner and not dictated by unique circumstances of the property.

RECOMMENDATION

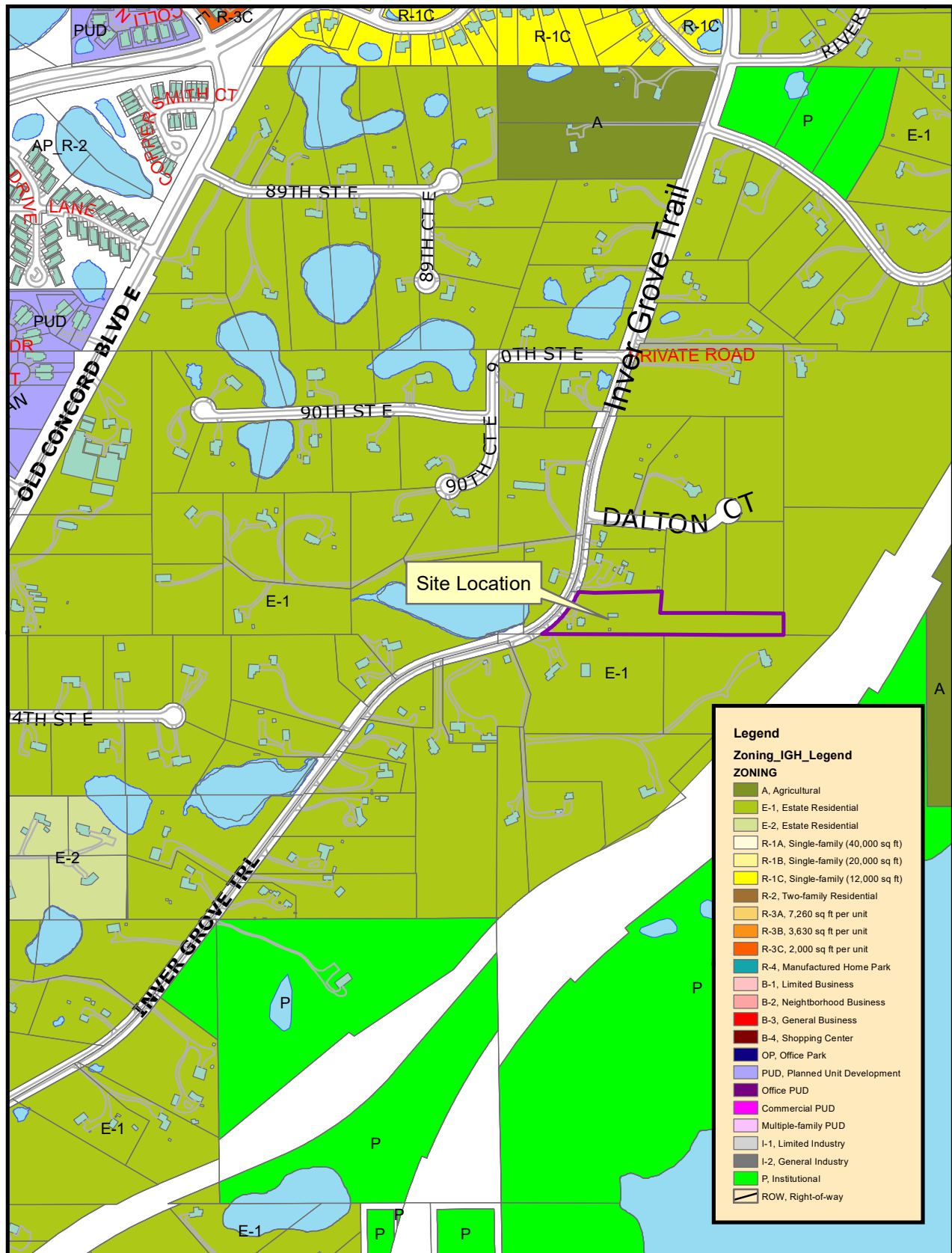
Earlier this year the City amended the accessory structure ordinance to allow larger accessory structures on lots 3.4 - 5 acres in size. Staff considers the direction for the City to limit size and number of accessory structures to control the massing, bulk and over developing of lots with accessory buildings. Based on the information in the preceding report and the reasons listed in alternative B, staff does not believe there is sufficient rationale to support all criteria of a variance review and therefore recommends denial of the requests as proposed.

*Earlier this year a discussion was had with staff and City Council and the Planning Commission regarding changes to the accessory structure ordinance. It was decided at that time to focus on the size of accessory buildings on larger rural lots and not on the number of accessory structures allowed on urban and rural lots.

Attachments: Zoning and Location Map
Applicant Narrative
Site plan
Letter from neighbor



9240 Inver Grove Trail Case No. 21-47V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
Copyright© City of Inver Grove Heights 2020



Exhibit A
Zoning and Location Map

Map not to scale

Variance Narrative

I'm trying to build a detached 30'x60' (1800sq ft.) accessory building on my land. The building will be used to store mostly agricultural equipment used to farm my land. There are 2 regulations in Title 10 that need to be discussed for me to do so.

- 1) I'm requesting a variance of an additional 85sq ft. So I can order the closest standard size building to my allotted accessory square footage.**

I have 3.574 acres of land which currently allows me to have a 1715 sq ft building according to the new ratio system for land in zone E-1.

- 2) I'm requesting a variance of a second accessory structure.**

The proposed building will be, by city code definition, the 2nd accessory structure detached from house. The E-1 zone states there is only one detached accessory structure allowed. As of now, I have a 440 sq foot detached garage approximately 25' from my house.

Property Information Search

Quick Survey





From: [Steve Cook](#)
To: [Kim Fox](#)
Cc: HrNewbauer22@gmail.com
Subject: Case # 21-47V
Date: Sunday, July 25, 2021 10:29:22 AM

Hi Kim. We live at 9250 Inver Grove Trail, next door to Aaron Stadt. We have discussed with him his request for a building variance and we are very supportive of the variance being granted. Please feel free to contact us with any questions. Thanks.

Steve Cook and Michele Fallon
651-202-3688

Sent from my iPad

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Request for Council Action

TITLE: TRAVIS CALLSTROM

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following requests for property located at 8303 Alverno Avenue:

1. An Ordinance rezoning the property from A, Agricultural to Agricultural Planned Unit Development.
 - Requires a 3/5th's vote.
2. A Resolution relating to a Preliminary Plat for a two lot, one outlot plat to be known as Carriage Hills.
 - Requires a 3/5th's vote.
 - 60-day deadline: October 5, 2021 (Second 60 days)

SUMMARY:

The application was tabled at the August 9 meeting so staff could talk further with the applicant to discuss the easement need. Klay Eckles, Interim Public Works Director had conversations with the applicant and his engineer. Further internal discussion was held and determined that some of the easements being requested were not needed at this time.

Engineering has prepared a new memo outlining the easements being requested. The easement need is for perimeter easements around the two new lots and easements around the regional basins.

RECOMMENDATION:

Planning Staff: Recommends approval of the rezoning and preliminary plat with the conditions listed in the Engineering memo dated 8/16/21.

Attachments: Ordinance Amendment
 Preliminary Plat Resolution
 Preliminary Plat
 Engineering memo dated 8-16-21

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 21-43ZS
(Travis Callstrom)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural to Agricultural Planned Unit Development to wit:

SEE EXHIBIT A

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No. _____
Page 2

Enacted and ordained into an Ordinance this 8th day of March, 2021.

Ayes:
Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

That part of the Northwest Quarter of the Northeast Quarter and that part of the Southwest Quarter of the Northeast Quarter of Section 18, Township 27 North, Range 22 West, City of Inver Grove Heights, Dakota County Minnesota, described as follows:

Commencing at the north quarter of said Section 18; thence South 00 degrees 19' 25" East, along the north-south quarter line of said Section 18, a distance of 454.89 feet to the point of beginning of the parcel described; thence North 89 degrees 51' 42" East, 998.92 feet; thence South 00 degrees 14' 40" East, 1172.38 feet; thence South 89 degrees 54' 45" West, 997.30 feet to said north-south quarter line, thence North 00 degrees 19' 25" West along said north-south quarter line, 60.00 feet; thence North 89 degrees 54' 45" East, 370.00 feet; thence North 00 degrees 19' 25" West, 584.00 feet; thence South 89 degrees 54' 45" West, 370.00 feet to said north-south quarter line; thence North 00 degrees 19' 25" West, 527.49 feet to the point of beginning.

Subject to the right of way of said Alverno Avenue West and subject to all easements and restrictions of record.

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

RESOLUTION NO. 21-

**A RESOLUTION APPROVING A PRELIMINARY PLAT FOR A TWO LOT, ONE OUTLOT
PLAT TO BE KNOWN AS CARRIAGE HEIGHTS**

CASE NO. 22-43ZS

WHEREAS, a preliminary plat application has been submitted to the City for property legally described as;

SEE EXHIBIT A

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 July 20, 2021;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat of Carriage Heights is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat

dated 5/4/21

2. Drainage and utility easements shall be provided on the final plat as identified in the memo from the City Engineer dated 8/16/2021.
3. Park dedication shall consist of a cash contribution for one lot in the amount of the rates in effect at the time the final plat is approved.
4. The approval of the preliminary Plat is subject to the review and comment from the city fire marshal.

Resolution No. _____

Page 2

Passed this 23rd day of August, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PRELIMINARY PLAT OF CARRIAGE HEIGHTS

LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 22 WEST, CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

DESCRIPTION

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LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°36'33" W	63.48
L2	S 88°47'13" W	88.85
L3	S 77°45'12" W	51.07
L4	S 76°47'46" E	83.69
L5	S 76°35'19" W	11.42
L6	S 42°01'26" W	19.64
L7	S 02°21'00" E	43.88
L8	N 21°21'01" E	44.95
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L10	S 31°04'45" W	27.82
L11	N 47°52'34" W	20.79
L12	S 04°56'59" E	31.73

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L15	N 00°19'25" W	29.46
L16	N 89°54'45" E	33.00

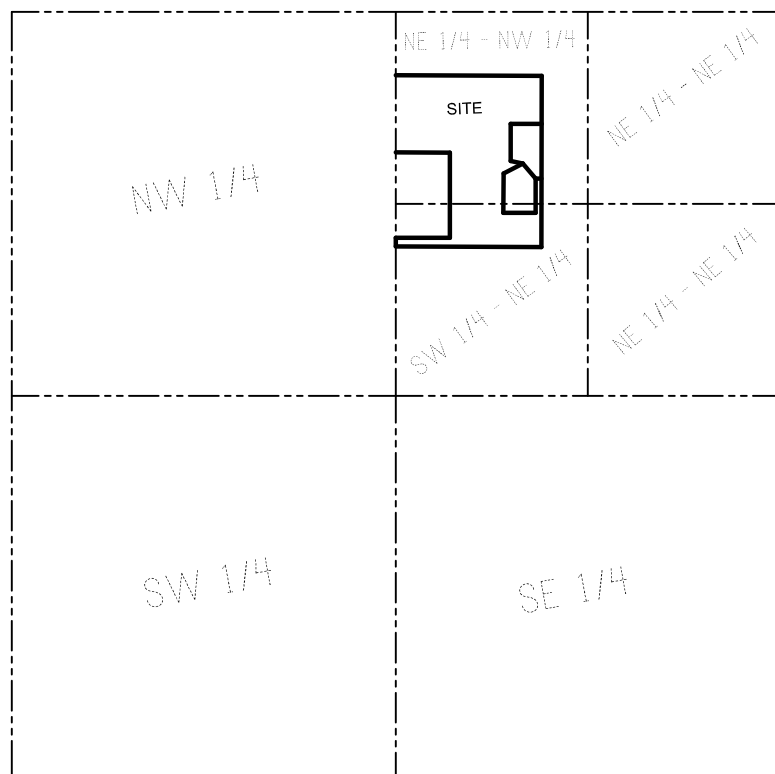
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C3	94.42	212.56	25°27'02"	S 89°31'17" E	93.64
C4	108.49	229.25	26°36'56"	N 89°53'46" E	105.54
C5	59.98	89.42	34°33'59"	N 59°18'22" E	59.07
C6	57.08	73.70	44°22'26"	N 19°50'13" E	55.66
C7	52.36	126.58	23°42'02"	N 09°30'01" E	51.99
C8	79.00	74.97	60°22'43"	N 08°50'20" W	75.39
C9	35.84	29.29	70°06'27"	N 03°58'28" W	33.65
C10	51.27	37.21	78°57'19"	N 08°23'54" W	47.31
C11	14.75	20.57	41°05'32"	N 27°19'48" W	14.44

VICINITY MAP

SECTION 18, TOWNSHIP 27 NORTH, RANGE 22 WEST

NOT TO SCALE



BRANDON KING LAND SURVEYING, LLC
PHONE: 715-639-5243 EMAIL: bklslc@gmail.com

NORTH QUARTER CORNER
SECTION 18, T27N, R22W
2" O.D. IRON PIPE
POINT OF COMMENCEMENT

0 100 200
SCALE: 1 INCH = 100 FEET

CURRENT OWNER: VERNON J & MARY WILCZYK
ADDRESS: 8003 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN
PID: 200180003013

CURRENT OWNER: SCOTT & LISA ORREY
ADDRESS: 8001 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN
PID: 200180003014

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ADDRESS: 1565 82ND ST W
INVER GROVE HEIGHTS, MN
PID: 200180025012

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INVER GROVE HEIGHTS, MN
PID: 200180025012

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ADDRESS: 1712 82ND ST W
INVER GROVE HEIGHTS, MN
PID: 200180026010

CURRENT OWNER: THOMAS & AIDA TSTES SCHAEFER
ADDRESS: 8420 ALVERNO AVE
INVER GROVE HEIGHTS, MN
PID: 200180003016

SOUTH QUARTER CORNER
SECTION 18, T27N, R22W
DAKOTA CO. CAST IRON MONUMENT

LOT AREAS		
OUTLOT 1	LOT 1	LOT 2
TOTAL AREA INCLUDING ROAD RIGHT OF WAY: 822,951 Sq. Feet 18.892 Acres	TOTAL AREA: 65,340 Sq. Ft. 1.500 Acres	TOTAL AREA: 65,341 Sq. Ft. 1.500 Acres
TOTAL AREA EXCLUDING ROAD RIGHT OF WAY: 820,971 Sq. Feet 18.847 Acres		
TOTAL ACREAGE:		
INCLUDING ROAD RIGHT OF WAY: 953,632 Sq. Feet 21.892 Acres	EXCLUDING ROAD RIGHT OF WAY: 951,652 Sq. Feet 21.847 Acres	

PROPERTY OWNER:
PROPERTY ADDRESS:

BARRY E & LORI M JAEGER
8308 ALVERNO AVE W
INVER GROVE HEIGHTS, MN 55077

SUBDIVIDER:
SUBDIVIDER ADDRESS:

TRAVIS CALLSTROM
14451 HIGHWAY 7
MINNETONKA, MN 55345

LAND SURVEYOR:
LAND SURVEYOR ADDRESS:

BRANDON W. KING
N324 COUNTY ROAD D
EAU CLLE, WI 54737

BEARINGS ARE REFERENCED TO THE NORTH-SOUTH QUARTER LINE OF SECTION 18, T27N, R22W WHICH IS SOUTH 00°19'25" EAST IN THE DAKOTA COUNTY COORDINATE SYSTEM (N.A.D. 1983)(1991)

CONTOURS BASED UPON LIDAR TECHNOLOGY PER MN TOPO WEBSITE.

NATIONAL GEODETIC SURVEY SITE BENCHMARK:
PID: 0P8572
DESIGNATION: HENRY
ELEVATION: 853.58 FEET

NOTE:

WELLS AND SEPTIC SYSTEMS APPEAR TO BE PRIVATELY CONSTRUCTED, OWNED AND MAINTAINED.

EXISTING ZONING CLASSIFICATION: AGRICULTURAL

NOTE: RE-ZONE PLANNED FOR PROPERTY TO AGRICULTURAL PUD. BUILDING SETBACKS AND EXISTING ZONING DATA NOT SHOWN OR LISTED DUE TO SAID PLANNED RE-ZONE.

LEGEND

- = SET 3/4" X 18" IRON ROD WEIGHING 1.50 LBS/LF.
- = FOUND 3/4" O.D. IRON ROD
- ⊙ = GOV'T CORNER, AS NOTED
- ▲ = SEPTIC RISER
- ⊗ = SEPTIC TANK
- ⊕ = WELL
- = PROPERTY LINE
- - - = ADJOINER PROPERTY LINE
- = SECTION OR QUARTER SECTION LINE
- = CONTOUR LINE
- - - - = WATER EDGE

NW 1/4 - NE 1/4, SEC. 18-T27N-R22W
SW 1/4 - NE 1/4, SEC. 18-T27N-R22W

I, Brandon W. King, 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;
Brandon W. King 5/4/2021
Brandon W. King, Licensed Land Surveyor
Minnesota License No. 42597



PREPARED FOR:
TRAVIS CALLSTROM
14451 HIGHWAY 7
MINNETONKA, MN 55345

DATE OF FIELD WORK: 4/21/2021
DATE OF PLAT: 5/4/2021
FILE NAME: prelim plat.dwg

SHEET
1 OF 1
SHEETS



Memorandum

TO: Allan Hunting, City Planner

FROM: Thomas Kaldunski, City Engineer
Jake Moser, Staff Civil Engineer

DATE: August 16, 2021

SUBJECT: UPDATED Engineering Comments - Carriage Hills - Preliminary Plat
TRAVIS CALLSTROM - CASE NO. 21-43ZS
8308 Alverno Ave

This review memo has been updated following City Council and City Attorney direction, in response to an application requesting a rezoning of the parcel from A to Agricultural PUD (NWA) and a preliminary plat for a two lot, one outlot subdivision to be known as Carriage Heights. This request is for the property located at 8308 Alverno Avenue.

Right-of-Way Easements and Agreements

1. 10-foot drainage and utility perimeter easement should be provided around Lots 1 and 2, per City code 11-3-5A. Interior (shared) lot line can have 5-foot side yard easements. Perimeter easements on the outlot are not needed at this time.
2. Drainage and utility easements will be required over existing regional stormwater basins to cover the High Water Line contours per the IGH 4th Generation Stormwater manual.
 - a. The three basins are identified in the 4th Generation Stormwater Management Plan. The engineering division policy is to recommend dedication of easement to protect and preserve natural basins for stormwater management.
 - b. The Northwest Area Stormwater management plan recommends that the city require easement over natural areas of significance such as regional basins.
 - c. If the owner proposes revisions to the HWL easements with a further development, the easements can be altered with an approved stormwater management plan with mitigation for basin and easement alterations.

Utilities

3. The 2040 Comp Sewer plan illustrates the subject parcel as the site for a lift station to provide sanitary sewer service to the site and surrounding area.

Misc.

4. The City will request a right-of-entry in the future for any future stormwater basin maintenance.
5. Driveway improvements may be required to satisfy Fire Marshall requirements.

6. The applicant should be made award of ongoing South of Highway 55 Small Area Plan by HKGI. The draft plan was shared with the Planning Commission on 7/20/21. The Small area plan has not been received or approved by council yet.
 - a. The Draft plan indicates future right of way and utility easement needs to be considered for future development of Outlot.
7. The City Engineer reserves the right to apply additional conditions.

Atch: IGH Redlined Preliminary Plat
Excerpt from IGH 4th Gen SWMP
2040 CSSP
Draft Small Area Study Layout

cc: Klay Eckles, Interim Public Works Director
Tim Kuntz, City Attorney

PRELIMINARY PLAT OF CARRIAGE HEIGHTS

LOCATED IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 22 WEST, CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

IGH Engineering Red-lines

Updated 8/16/21 J Moser

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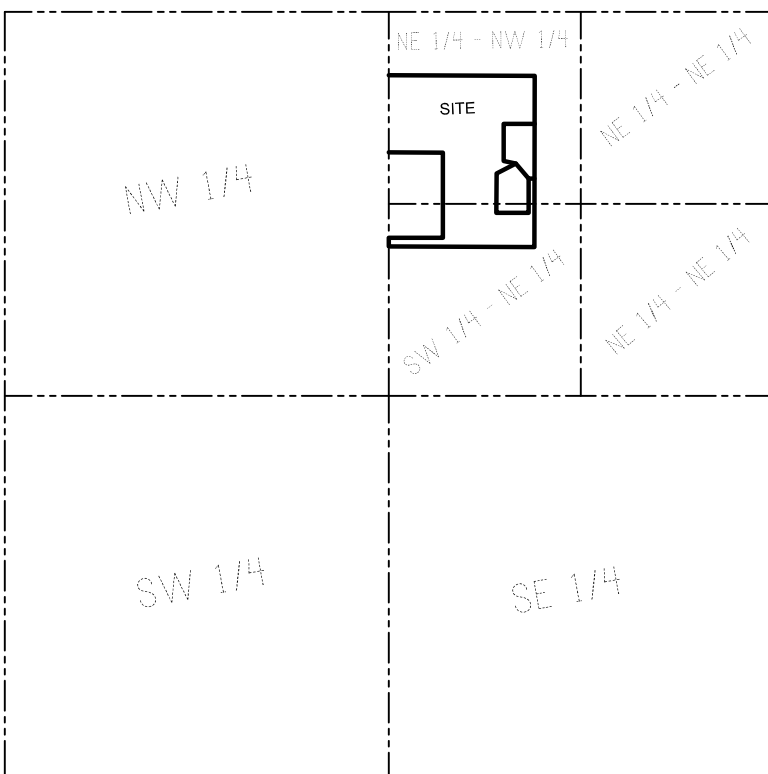
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VICINITY MAP

SECTION 18, TOWNSHIP 27 NORTH, RANGE 22 WEST

NOT TO SCALE



BRANDON KING LAND SURVEYING, LLC
PHONE: 715-639-5243 EMAIL: bklslc@gmail.com

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SECTION 18, T27N, R22W
2" O.D. IRON PIPE
POINT OF COMMENCEMENT

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INVER GROVE HEIGHTS, MN
200180003014
PID: 200180003014

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INVER GROVE HEIGHTS, MN
200180004010
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CURRENT OWNER: THOMAS & AIDA TSTES SCHAEFER
ADDRESS: 8420 ALVERNO AVE
INVER GROVE HEIGHTS, MN
200180003016
PID: 200180003016

0 100 200
SCALE: 1 INCH = 100 FEET



CURRENT OWNER: CUMMERFORD PROPERTIES LLC
ADDRESS: 801 COURTHOUSE BLVD
INVER GROVE HEIGHTS, MN
200180002010
PID: 200180002010

UNPLATTED LANDS

LOT AREAS		
OUTLOT 1	LOT 1	LOT 2
TOTAL AREA INCLUDING ROAD RIGHT OF WAY: 822,951 Sq. Feet 18.892 Acres	TOTAL AREA: 65,340 Sq. Ft. 1.500 Acres	TOTAL AREA: 65,341 Sq. Ft. 1.500 Acres
TOTAL AREA EXCLUDING ROAD RIGHT OF WAY: 820,971 Sq. Feet 18.847 Acres		
TOTAL ACREAGE:		
INCLUDING ROAD RIGHT OF WAY: 953,632 Sq. Feet 21.892 Acres	EXCLUDING ROAD RIGHT OF WAY: 951,652 Sq. Feet 21.847 Acres	

PROPERTY OWNER:
PROPERTY ADDRESS:

SUBDIVIDER:
SUBDIVIDER ADDRESS:

LAND SURVEYOR:
LAND SURVEYOR ADDRESS:

BARRY E & LORI M JAEGER
8308 ALVERNO AVE W
INVER GROVE HEIGHTS, MN 55077

TRAVIS CALLSTROM
14451 HIGHWAY 7
MINNETONKA, MN 55345

BRANDON W. KING
N324 COUNTY ROAD D
EAU CALLE, WI 54737

BEARINGS ARE REFERENCED TO THE NORTH-SOUTH QUARTER LINE OF SECTION 18, T27N, R22W WHICH IS SOUTH 00°19'25" EAST IN THE DAKOTA COUNTY COORDINATE SYSTEM (N.A.D. 1983)(1991)

CONTOURS BASED UPON LIDAR TECHNOLOGY PER MN TOPO WEBSITE.

NATIONAL GEODETIC SURVEY SITE BENCHMARK:
PID: 0P8572
DESIGNATION: HENRY
ELEVATION: 853.58 FEET

NOTE:

WELLS AND SEPTIC SYSTEMS APPEAR TO BE PRIVATELY CONSTRUCTED, OWNED AND MAINTAINED.

EXISTING ZONING CLASSIFICATION: AGRICULTURAL

NOTE: RE-ZONE PLANNED FOR PROPERTY TO AGRICULTURAL PUD. BUILDING SETBACKS AND EXISTING ZONING DATA NOT SHOWN OR LISTED DUE TO SAID PLANNED RE-ZONE.

LEGEND

- = SET 3/4" X 18" IRON ROD WEIGHING 1.50 LBS/LF.
- = FOUND 3/4" O.D. IRON ROD
- ⊙ = GOV'T CORNER, AS NOTED
- ▲ = SEPTIC RISER
- ⊗ = SEPTIC TANK
- ⊕ = WELL
- = PROPERTY LINE
- - - = ADJOINER PROPERTY LINE
- · - · - = SECTION OR QUARTER SECTION LINE
- = CONTOUR LINE
- - - - - = WATER EDGE

NW 1/4 - NE 1/4, SEC. 18-T27N-R22W
SW 1/4 - NE 1/4, SEC. 18-T27N-R22W

10-foot perimeter easements on all lot lines

I, Brandon W. King, 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;
Brandon W. King 5/4/2021
Brandon W. King, Licensed Land Surveyor
Minnesota License No. 42597



PREPARED FOR:
TRAVIS CALLSTROM
14451 HIGHWAY 7
MINNETONKA, MN 55345

DATE OF FIELD WORK: 4/21/2021
DATE OF PLAT: 5/4/2021
FILE NAME: prelim plat.dwg

SHEET
1 OF 1
SHEETS

Table 2-24. Hydrologic Modeling Data and Results – Northwest Drainage Basin

Watershed/ Pond ID	Watershed Area (ac)	Basin Bottom Elevation	100 year 10-day Snowmelt (7.2", no infiltration)		Rainfall Events	
			Maximum Elevation	Bounce (ft)	5-year 24-hour Rainfall Max. Elevation	100-year 24- hour Rainfall Max. Elevation
EP-059a	26.2	899	906.0	7.0	900.2	901.9
EP-059b	29.2					
EP-059c	10.9	933	939.1	6.1	934.6	936.3
EP-059d	1.1					
EP-059e	1.6					
EP-060a	26.6	855	863.1	8.1	863.1	863.3
EP-060b	22.2	897	905.8	8.8	900.0	902.0
EP-060c	2.5	929	933.2	4.2	930.4	931.4
EP-064	13.3	885	900.4	15.4	888.5	891.8
EP-066a	29.6					
EP-066b	18.5					
EP-066c	5.8					
EP-067a	49.8	859	862.3	3.3	859.5	860.1
EP-067b	5.7	879	884.4	5.4	880.4	881.6
EP-068a	15.3	857	862.8	5.8	858.3	859.4
EP-068c	5.1					
EP-071	48.8	841	854.9	13.9	845.4	848.0
EP-072	33.4	841	847.3	6.3	842.2	843.4
EP-073a	13.6	840	853.2	13.2	842.0	844.5
EP-073b	12.0					
EP-073c	9.4					
EP-073d	3.3					
EP-074a	27.2	825	833.7	8.7	826.8	828.7
EP-074b	7.1	837	842.1	5.1	839.8	841.3
EP-074c	4.4					
EP-074d	14.7					
EP-074e	12.6					
EP-074f	4.1					
EP-075	22.6	805	825.0	20.0	808.6	813.2
EP-076	15.3	893	893.2	0.2	893.2	893.4
EP-078	46.4	807	809.6	2.6	808.0	808.9
EP-079a	37.0	807	810.3	3.3	807.9	808.9
EP-079b	3.8					
EP-080a	129.9	801	803.5	2.5	801.4	802.1
EP-080b	17.6	901	903.1	2.1	902.1	903.0
EP-080c	22.2	905	910.6	5.6	905.8	906.9
EP-080d	9.7	901	902.6	1.6	902.7	903.2
EP-080e	4.3	893	898.9	5.9	895.3	896.2
EP-080f	19.7					
EP-102a	32.7	901	910.7	9.7	906.6	908.7
EP-102b	10.2	901	909.7	8.7	903.9	905.7
EP-102c	19.2	913	919.2	6.2	910.9	911.3

Table 2-24. Hydrologic Modeling Data and Results – Northwest Drainage Basin

Watershed/ Pond ID	Watershed Area (ac)	Basin Bottom Elevation	100 year 10-day Snowmelt (7.2", no infiltration)		Rainfall Events	
			Maximum Elevation	Bounce (ft)	5-year 24-hour Rainfall Max. Elevation	100-year 24- hour Rainfall Max. Elevation
EP-104	41.0	888.1	898.4	10.3	892.5	894.8
EP-106	13.6	859	869.3	10.3	862.2	864.7
EP-107a	46.1	855	861.3	6.3	856.8	858.1
EP-107b	47.4	847	866.7	19.7	858.7	861.6
EP-107c	11.4					
EP-107d	4.4					
EP-107e	2.1					
EP97-B	6.7					
EP97-C	6.7					
EP97-D	6.5					
EP97-E	3.0					
EP97-F	3.1					
QP-5	29.1	923.0	929.6	6.6	924.6	926.2
SP-10	3.9	907.0	909.1	2.1	909.1	909.2
SP-12	32.6	823.0	827.5	4.5	825.2	826.0
SP-13	2.6					
SP-14	20.3	873.0	883.3	10.3	875.6	878.1
SP-15	21.3	891.0	899.0	8.0	893.4	895.0
SP-16	14.6	863.0	869.5	6.5	864.8	866.2
SP-17	16.8	811.0	827.5	16.5	814.0	818.2
SP-18	1.8					
SP-2	16.1	871.0	881.1	10.1	877.5	881.0
SP-20	20.8	839.0	851.1	12.1	841.1	845.1
SP-21	19.4	857.0	861.1	4.1	861.0	861.2
SP-22	9.7	843.0	850.4	7.4	846.1	847.6
SP-23	6.5	861.0	865.3	4.3	864.1	865.1
SP-25	3.1	957.0	958.3	1.3	957.7	958.1
SP-27	21.6	831.0	839.2	8.2	833.7	835.6
SP-28	17.0	833.0	834.8	1.8	834.8	835.7
SP-29	5.3					
SP-3	34.0	915.0	919.2	4.2	918.7	919.4
SP-4	10.3					
SP-5	12.9					
SP-7	19.9	921.8	933.0	11.2	925.7	928.1
SP-8	52.7	835.0	848.7	13.7	839.3	842.5
SP-9	3.7	863.0	868.2	5.2	866.0	868.0
EP-068b ¹		861	870.4	9.4	866.1	867.9

Source: City of Inver Grove Heights – Northwest Area Surface Water Modeling Report, Emmons & Olivier Resources, Inc., August 2006

¹ Watershed not included in August 2006 report by Emmons & Olivier Resources, Inc.

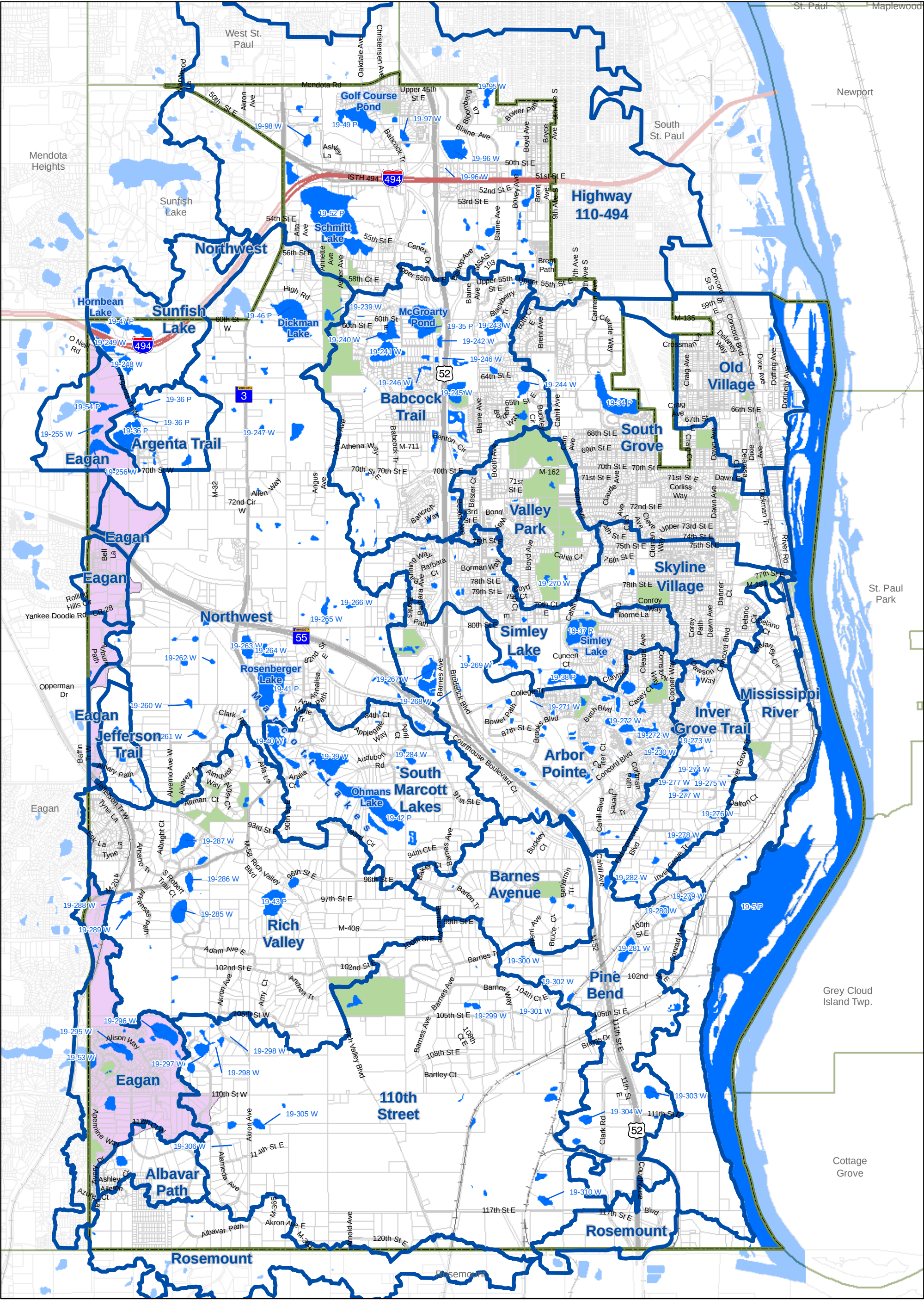


Figure 2-10
DRAINAGE BASINS
Inver Grove Heights
Water Resources
Management Plan



-  Drainage Basins
-  City of Inver Grove Heights
-  Eagan-Inver Grove Heights WMO (remainder of City is in Lower Mississippi River WMO)
-  City Parks



0

1,500

3,000

6,000

Feet

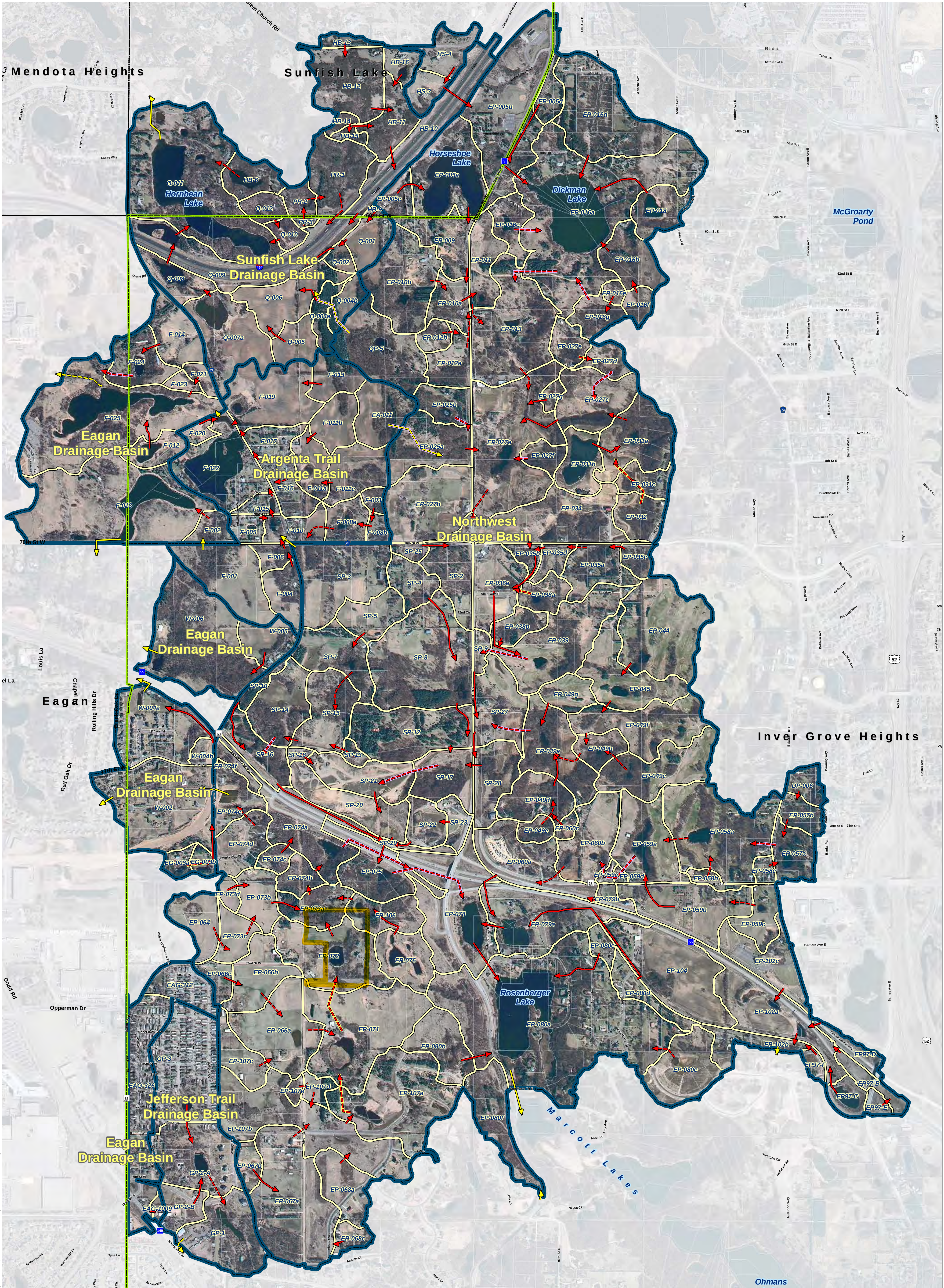
0

500

1,000

2,000

Meters



- Drainage Basins

Watersheds

Inter-Basin Flow Direction Arrows

Not Landlocked

Landlocked

Currently Landlocked, pump planned

Currently Landlocked, culvert planned
- Flow Direction Arrows

Not Landlocked

Landlocked

Currently Landlocked, pump planned

Currently Landlocked, culvert planned
- City of Inver Grove Heights

Municipal Boundaries

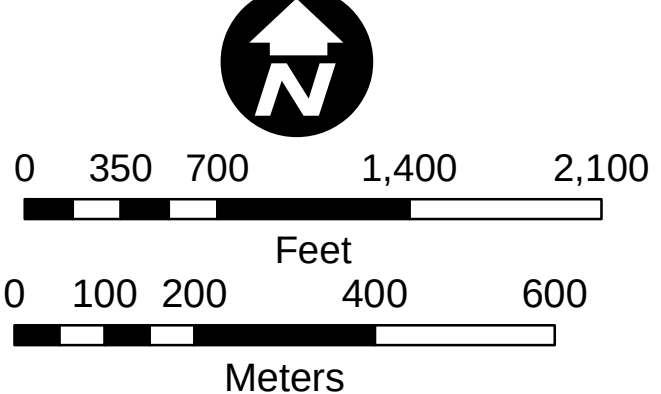
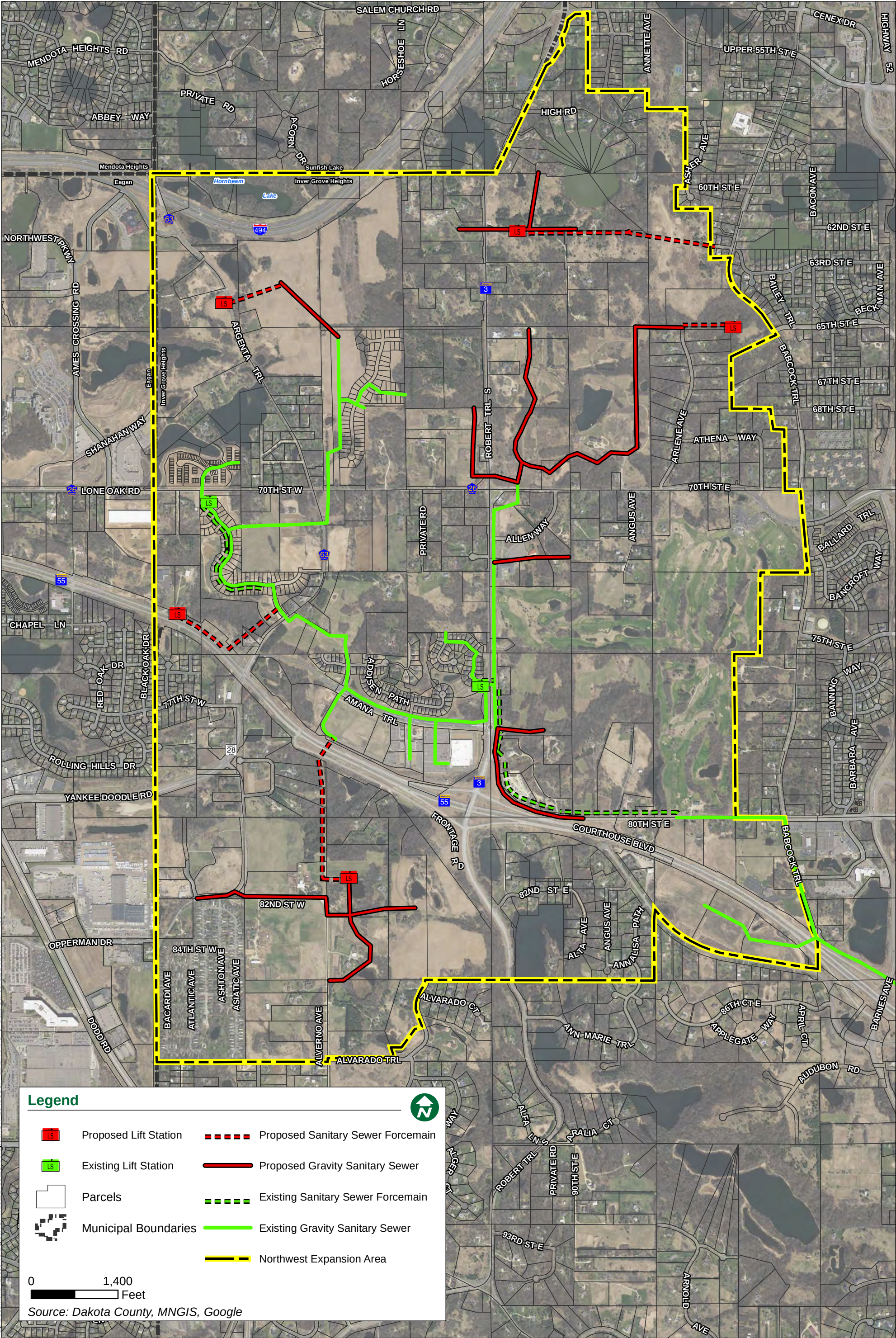


Figure 2-15
NORTHWEST, EAGAN (North),
JEFFERSON TRAIL, SUNFISH
LAKE AND ARGENTA TRAIL
DRAINAGE BASINS
Drainage Pattern Map
Inver Grove Heights Surface
Water Management Plan





Request for Council Action

TITLE: AT HOME APARTMENTS

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the following for property located at the northwest quadrant of Hwy 3 and 70th Street;

1. An Ordinance Rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural to R-3B/PUD, Multiple Family Residential PUD and R-3C/PUD, Multiple Family Residential PUD.
 - Requires a 3/5th's vote.
2. A Resolution relating to a Preliminary Plat for a three lot, four outlot plat and Preliminary PUD Development Plan for a 266 unit Residential development and future 300 unit apartment building and 16,000 square feet of future retail to be known as At Home Apartments.
 - Requires a 3/5th's vote.
 - 60-day deadline: October 5, 2021 (second 60 days)

SUMMARY

The item was tabled at the July 26 meeting to provide the applicant more time to look into the issues that were raised at the meeting. Questions/issues that the developer was asked address included:

- Can the apartment building be relocated or setback further from the single family homes along 67th street?
- Optional tree allowance to homeowners along 70th.
- Better perspective illustrations to better visualize the height of the apartment building in relation to the single family homes along 67th and how it might compare to townhomes.

The applicant is expected to provide some additional drawings to illustrate the building height.

The applicant has identified an alternate location for the apartment building and will show a site plan of the changes at the meeting.

Request for Council Action

Policy for Parking Restrictions in Cul-de-sacs

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	Klay Eckles, 651-450-2571	Budget amendment requested	
Prepared by:	Klay Eckles, Interim Public Works Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Administrator	New FTE requested - N/A	
		Other: N/A	

PURPOSE/ACTION REQUESTED

The purpose of this policy is to establish criteria for determining where on-street parking may be restricted on the various cul-de-sac designs and configurations in the city. Parking restrictions on cul-de-sacs may be necessary if the cul-de-sac has too small a radius and a long entrance road or if the cul-de-sac has a center island that restricts movement to a narrow travel lane.

SUMMARY

Policy for Parking Restrictions in Cul-De-Sacs

Background

Streets serve many important functions in the community. At the most basic level they provide access and mobility for drivers, but also serve as a travel system for cyclists, pedestrians, and public safety. Other functions include informal recreation (bicycles, scooters, etc.), infrastructure, service corridors, and overflow or temporary on-street parking. Streets are designed to serve all these needs, but not necessarily all of them simultaneously. The width of roadways is also limited to reduce overall infrastructure maintenance requirements and keep traffic speeds from becoming excessive—which would diminish safety in neighborhoods.

Cul-de-sacs are an element of the roadway network that have some unique design elements that can be problematic for larger vehicles such as garbage haulers and fire apparatus. With an array of different sized cul-de-sacs as well as different designs such as cul-de-sacs with center islands, the parking of vehicles on cul-de-sacs can sometimes create access challenges for large vehicles.

Application

This policy pertains to dead-end roadways with a turnaround, or cul-de-sacs. Most cul-de-sacs in the city have a diameter between 82- and 96-feet, measured from the face of the curb. Cul-de-sacs in this size range are considered "Standard" cul-de-sacs. Standard cul-de-sacs that do not have a center island can operate with no additional parking restrictions over and above the standard city-wide parking ordinances.

In cases where a Standard cul-de-sac includes a center island, the size of the island compared to the size of the cul-de-sacs will determine if parking restrictions are necessary. If the radius of the overall cul-de-sac minus the radius of the center island is less than 28 feet, then parking restrictions shall be

put in place. Thus, for a 96-foot diameter (48' radius) cul-de-sac, a center island could be installed with a diameter of up to 40' (20' radius). This would yield a driving width of 28-feet around the cul-de-sac, which matches the driving width of many city streets. Generally center islands have created maintenance, access, and parking issues, so center islands will generally not be approved in the platting process.

In cases where the cul-de-sac has a small diameter (less than 82'), and the cul-de-sac has a road length leading into the start of the cul-de-sac of over 250 feet, parking restrictions shall be put in place on the cul-de-sac to aid in large vehicle maneuvering. For smaller diameter cul-de-sacs, under 250' in length, larger vehicles (sewer jetter trucks, fire apparatus, moving trucks, etc.) that are unable to make maneuvers to turn around in the cul-de-sac can back into or out of the cul-de-sac, so parking restrictions will not be put in place.

Variances or Special Conditions

If persistent access problems occur due to parking density or driver behavior, the city may deem that special actions are necessary to maintain access. After issuing educational materials or warnings that do not correct the issue, the city may determine that no parking signage is necessary. Signage will be installed restricting or prohibiting parking in the problem location.

KE/kf

Request for Council Action

Consider Approval of a Resolution Appointing Members and a Chair person to the Pavement Management Task Force

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	August 23, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	Klay Eckles, 651-450-2571	Budget amendment requested	
Prepared by:	Klay Eckles, Interim Public Works Director	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Administrator	New FTE requested - N/A	
		Other: N/A	

PURPOSE/ACTION REQUESTED

Consider approval of a resolution appointing members and a chairperson to the Pavement Management Task Force.

SUMMARY

On June 14, 2021, Council adopted a resolution establishing a Pavement Management Program Citizens' Advisory Task Force. Over the month of July, an effort was made to enlist residents to participate in the Pavement Management Citizens' Task Force. Applicants were asked about their background, reasons for interest, amount of time living in the City, related experience, and their availability.

There was a wide range of backgrounds and reasons for participating and applicants were generally interested in helping the community accelerate or move our program forward. The City received 15 applications and staff is recommending that Council approve appointments of the following residents to the task force:

Kevin Sethre
Rick Ellis
Kelly Kayser
Jason Bryant
Dan Haak
Theodore Zochert

Cassie Mckenna
Kerry B. Karinen
Lisa Snell
Kelton Glewwe
Paul Mandell

The other four applicants had scheduling issues. They will be sent a thank you letter and an invitation to be a back-up if their schedule allows.

Staff recommends appointing members of the Council to the task force, with one being designated as the Chair. The chair duties would be to preside over the meeting and keep the discussion on task per the agenda. Staff will not weigh in on this, but as a reminder Council Members Dietrich and Murphy both have indicated interest/willingness to serve.

KE/kf

Attachment(s): Resolution

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

RESOLUTION ESTABLISHING PAVEMENT MANAGEMENT CITIZENS' TASK FORCE

RESOLUTION NO. _____

WHEREAS, on June 14, 2021, Council adopted a resolution establishing a Pavement Management Program Citizens' Advisory Task Force; and

WHEREAS, eleven citizens expressed interest and their schedules are in alignment with the Task Force's scheduled meetings; and

WHEREAS, two Council Members, with one acting as the chairperson of the Task Force, are also appointed.

NOW, THEREFORE, BE IT RESOLVED THAT eleven residents and two Councilmembers are selected to serve on the Citizens' Task Force for a period of up to 18 months.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk