

Inver Grove Heights City Council

Monday, September 13, 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, September 13, 2021, will be provided to the Council at or before the September 13, 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 August 2, 2021, City Council Work Session.
ii. Minutes from the August 9, 2021, City Council Meeting.
iii. Minutes from the August 23, 2021, City Council Meeting.
- B.** Resolution Approving Disbursements for Period Ending September 7, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider Approval of Weather Siren Agreement with Independent School District No. 199.
- E.** Consider Resolution Approving an Easement Consent Agreement with Xcel Energy for Public Improvements Related to Pine Bend Estates 2nd Addition Development.
- F.** Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 9185 Inver Grove Trail.
- G.** Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 11, Block 1, Inver Hills 9th Addition (10371 Andrea Trail).
- H.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.
- I.** Consider Resolution Approving Easement Agreements for 8329 Delaney Circle for City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.
- J.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Improvements.
- K.** Approve a Resolution relating to the Final Plat of Carriage Heights, located at 8308 Alverno Avenue.

- L.** Approve Resolutions relating to a Preliminary and Final Plat for Rich Valley Gas Plant, a Variance from minimum lot size, and a Conditional Use Permit for an essential service structure. Property located on 105th Street, just east of Rich Valley Boulevard.
- M.** Approve a Resolution relating to the Final Plat of Babcock Crossing including a Development Agreement, Storm Water Facilities Maintenance Agreement, Ponding and Utility Easement and related agreements.
- N.** Approve a Resolution and agreement for the DWI Officer grant for October 1, 2021 through September 30, 2022.

5. Public Hearing

6. Regular

Administration/Finance

- A.** Consider Resolutions to Adopt Proposed Tax Levies and Budgets and Set the Date and Time for Budget Hearing.

Community Development

- B. US HOME CORPORATION** - Consider the following requests for property located west of Hwy 3 between 72nd Court and Auburn Lane:
 - 1. An Ordinance rezoning the property from A, Agricultural District to R-1C/Single Family Planned Unit Development District.
 - 2. A Resolution relating to Preliminary Plat and Preliminary Planned Unit Development for the plat of Highlands at Settlers Ridge consisting of 51 lots and two outlots.
- C.** Consider Approval of Rental License at 6381 Crosby Avenue.
- D.** Review two small area plans for 1) Argenta Small Area Plan and 2) South of Highway 55 Small Area Plan.

Engineering

- E.** Consider Resolution Approving Proposal for Engineering Services and Authorizing Land Acquisition team to Secure needed Easements for City Project No. 2020-12, Argenta Trail Drainage Improvements (69th St. to 65th St. - Basin F-025).

7. Public Comment

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

8. Mayor and Council Comments

9. Executive Session

- A.** Closed meeting pursuant to Minn Stat. Sec. 13D.05, Subd. 2 to consider allegations or charges against individual subject to council authority in the police department (non-disciplinary).

10. Adjourn

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, AUGUST 2, 2021. 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in person for a Work Session on Monday, August 2, 2021. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Murphy, and Gliva; Community Development Director/Interim City Administrator Heather Rand, City Clerk Rebecca Kiernan, Police Commander Josh Otis, Finance Director Amy Hove, Interim Public Works Director Klay Eckles, and City Attorney Bridget McCauley Nason.

Also Present: Jessica Cook - Economic Development Advisor, Ehlers Public Finance; Brad Schieb - Vice President, HKGi Planning.

1. False Alarm Presentation

Police Commander Josh Otis oversees the Administration Division for the Police Department. He presented the following relating to the False Alarm Management Program within the Police Department:

False Alarms:

1. Intrusion - normal break into a residence.
2. Robbery - at a business or home.
3. Medical - medical alarm. Alert type bracelets/necklace.
4. Fire - businesses and apartment complexes.

When responding to alarms found to be false, notices (sticker/post it) are left so the person/business is aware there was a response.

- Most alarms are false.
 - Human Error - a majority of them are due to human error. Forget to turn off alarm.
 - Environmental Error - weather events causing power outages. They do not call weather events a false alarm. It is known to be an Act of God people cannot be accountable for.

2020 False Alarms Stats:

- 735 Total False Alarms. Everyone gets a letter or warning for a false alarm.
- 203 = 1st Letter
- 32 = 2nd Letter
- 298 Billable
- 202 Not Billable (could have been cancelled, alarm company calls to cancel, or weather related)

Updating our False Alarm Program

- Update Ordinance. Tried to update the Alarm Ordinance in 2019 because the current Ordinance is not strong enough to be able to seek compensation/cost recovery for false alarms. Currently have the ability to:
 - Issue a warning for the First Alarm
 - Issue a warning for the Second Alarm
 - Third Alarm is a \$100.00 cost recovery
 - Fifth Alarm is a \$200.00 cost recovery
 - Sixth or more Alarms is a \$300.00 cost recovery

Invoices can be given to businesses or residents. If left unpaid, there is nothing that can be done as a city because the Ordinance doesn't specify that they can do anything if there is no payment.

- External False Alarm Management System. This is a business where all they do is manage alarms.
 - Take Registration
 - Daily Alarm Tracking. All current information from the Inver Grove Heights computer system would go into their system. They can monitor to see if:
 - Warning Letters need to be issued.
 - Billing/Cost Recovery. When doing a billing letter, they also assist with recovery cost.

- Reducing Staff Time

Ordinance Updating

- In 2019 a Draft Ordinance process had begun and was presented to the City Council for the First Reading. Ordinance Updating Issues:
 - The Pandemic
 - Billing and Collection. Very difficult to determine a best model for billing and collections.
- Police Department Staff has been reaching out and collaborating with different organizations:
 - The Security Industry Alarm Coalition (majority of alarm organizations across the nation have a Coalition making sure Best Practices are being presented to private homeowners and/or businesses).
 - PM AM Corporation (false alarm management provider that would help manage the cities false alarms).

PM AM Corporation

Key Points:

- 16 years of false alarm management
- Reduce False Alarms. To those that join their services
- Increased Compliance. With all cities that have joined
- Leverage Best Practices. Review practice on a yearly basis to ensure they are not missing anything.
- Provide a program worthy of the city's brand. They don't want to put anything out there that would harm the reputation as a city or harm their reputation as a business.

False Alarm Management System:

- Customizable to city needs
- Zero out of pocket costs for the city. Recoup costs through their recovery assets.

If continuing with the current Ordinance, the Corporation would take a percentage of the cost they recoup from businesses/residents and the city would receive the residual.

- Community Outreach. Make sure Best Practices are being used for each individual person/business.
- Alarm Tracking and Monitoring. Staff would no longer have to do this. Officers will still respond to alarm calls.
- Cost Recovery. The collection.
- Appeal Process. If a business or resident feels the false alarm should not be billable.
- Monthly Financial Reconciliation. Reconciles everything monthly with the Finance Department.
- This company deals with 500 plus Police Departments across the Nation.
 - Would be the first city using this in Minnesota.
 - Majority of clientele have a larger city population.
 - Inver Grove Heights is in the middle. The company has some lower and higher than our population.

When the Police Department went to a presentation given by PM AM Corporation, they took the false alarms calls the city received in 2020 and projected it over the next three years:

- \$120.00 per call for the Officer to go out, the equipment to go out, Staff time behind the scenes with the records team consolidating and organizing fees associated with false alarms.
- If keeping the same pace over the next three years it would cost the city \$264,000.
- National Average:
 - 97% are false alarms. Normal for Inver Grove Heights.
 - 25 minutes' worth of time for an alarm call.
 - Officer's going out
 - Make sure business is secure
 - Staff time after

Councilmember Piekarski Krech asked what the company does. Commander Otis responded Officers would still be dispatched to calls. The Corporation would take down the information behind the scenes, such as registration,

collections with warning letters/collection letters, help get fees into the city based on Ordinance language, answer phone calls (Monday through Friday). Questions can be sent to them by email or phone.

Councilmember Piekarski Krech asked if they have interacted with them before, or with other Police Departments. She commented she was leery about there being no presence in Minnesota. Looking at their website with where they started out makes her hesitant. Commander Otis responded he reached out to their Staff today and just received references prior to this meeting. He would be reaching out to the following Communities to check on how things have been going with the Corporation:

- Council Bluffs, Iowa has a population of 62,000.
- Selena, Kansas has a population of 47,000.
- Saginaw, Michigan has a population of 48,000.

He stated they are also dealing with Houston, TX, and Beverly Hills, CA. Higher population cities that have noticed a reduction in false alarms.

Councilmember Piekarski Krech asked if they were nationwide or aggregated. Commander Otis displayed a diagram with locations where this is being used. Those depicted in red are using the False Alarm Management System, blue is a combination of the False Alarm and Human Contract Management side of their business.

Councilmember Murphy referenced the complimentary assistance with rewriting Code for enforcement reasons. He asked if they looked at the current fee and believe that would work for their business model. He asked if the company takes a certain percentage with the rest going to the Police Department. Commander Otis responded the Organization provides an Ordinance template. If the Council wishes to go that route, the Department will bring that before the Council and compare it to what is currently in the Ordinance. The Corporation also has a fee schedule that is in line with their Ordinance. Compared to their fees, Inver Grove Heights is heavier with \$100 for the first violation, \$200 for the second, and \$300 for five or more. Their company doesn't go as steep as that but does have a registration fee that helps offset costs to have them manage this for the city.

Councilmember Piekarski Krech asked what their charge was. Commander Otis responded they charge the city zero dollars. There is a percentage they take out of the recovery cost. If keeping the current Ordinance, they would do a 75/25 split with the city. They take 75%, the city gets 25%. If going through an Ordinance revision and their Best Practices, the percentage changes to 70% for them, 30% to the city.

Councilmember Piekarski Krech asked how that works with going after people with unpaid bills. She was concerned about the public's perception. If violating a city Ordinance, this company comes after them and that goes back to the city. She said it was an interesting business model.

Councilmember Gliva asked about the registration fee, who registers, and for what. Commander Otis responded the current Ordinance has a registration requiring everyone with an alarm to register. People register with the city through a portal or website specific to Inver Grove Heights.

Councilmember Piekarski Krech suggested making sure to look at what their Data Practices are. She said they are not a city organization and would be getting a lot of very personal information. She would be concerned about security. Commander Otis responded the city would require they follow our Data Practices. Councilmember Piekarski Krech understands in this day and age everyone seems to have information. This gives information and data that probably isn't public but allows their company to use it. She suggested when checking references to check on data breaches and how they make sure unauthorized people are not able to access.

Councilmember Dietrich questioned if any are outsourced outside of the United States. Commander Otis responded they are not. It's Texas based with encrypted data.

Mayor Bartholomew stated it is an interesting idea. He said the perception is if something goes wrong the city sends a bill collector out to residents. He understands the need, it takes a lot of resources to answer calls. He suggested having someone check in with the Minnesota League and see what their standing is on this because there is nobody else in Minnesota using this model. He said he would like to hear something from Legal as to what barriers the city sees as far as collection enforcement and how those ties into Government Agency, or the one that makes/produces Ordinances. Looking at the map of locations that was displayed, Iowa and Chicago were the closest, there was a reason for that, he would like to find out what that reason was.

Councilmember Dietrich asked how the current registration works, there is no current fee. Commander Otis agreed there is no fee. She questioned if implemented, if residents would pay a different fee than a business entity. Commander Otis responded everyone pays the same fee. It's based on what the Council would like to do. The Corporations Draft Ordinance language states if a business or resident registers and has zero alarms, no fee is paid the next year.

Commander Otis stated he would get answers to questions and report back to Council.

2. NWA Planning Review Presentation

Given by: Heather Rand - Inver Grove Heights Community Development Director
Jessica Cook - Economic Development Advisor, Ehlers Public Finance
Brad Schieb - Vice President, HKGi Planning

Community Development Director Heather Rand stated the City of Inver Grove Heights has a very unique area in the northwest corner of the city. It is highly undeveloped, has interesting topography, stormwater to manage, and basins. There is a lot of development interest in the area. The city has tried to strategize and come up with ways to smartly develop it by way of the Comprehensive Land Use Plan. She said this community has bonded for some of the public infrastructure that has already been installed in the northwest area. Staff felt it wise to revisit some of the issues and history as well as update and frame the discussion of where the city is going in the future. For that reason, she asked Brad Schieb, from HKGi, the cities principal planning firm when it comes to the Comprehensive Plan and Small Area Plans, to be here. She said Jessica Cook, from Ehlers Public Finance, is present to assist and would be speaking to some of the public infrastructure investments the city has already made and/or hope to make in the future.

Brad Schieb, Consultant Planner with Hoisington Koegler Group, started with the Group in 1997, his firm worked with the city prior. When he started the group was just starting the Comprehensive Plan update for the city. He started working in the city about 2004/2005. He displayed an aerial photograph of the northwest area from the late 1990's and said the photo looked specifically at growth in the northwest area.

In 1998 the Comprehensive Plan was heavily underway.

- The Plan was the catalyst for northwest area planning work.
- Property owners were concerned if development happened in the area, the cost for infrastructure was going to be really high.
 - The city began exploring different options to extend infrastructure into the area.
- This is consistent with the early 90's policy to protect water quality and manage the flow into the Marcott Chain of Lakes. If development happened and surface water ran off without managing stormwater, the water level in Marcott Lakes would go up. With any development happening in the northwest area the traditional way of development would mean it would have to be put into a pipe going all the way to the Mississippi River. Pipes were not sized for that.

Comprehensive Plan Basics:

- There is a history of doing Comprehensive Planning in Inver Grove Heights predating 1990's.
- Look to make sure to preserve existing public and private investments.

- Guide land use, development, and redevelopment, to maximize efficiency and sustainability over time for infrastructure systems. Such as: Roads, pipes, parks, ponds
- Having a plan in place for private utilities.
- A plan that makes the most efficient and wise use of scarce public resources.
- Promotes community investment, quality of life.
- In the metro area it is required by the Minnesota Land Planning Act.

Comprehensive Plan and the Land Planning Act:

- Required by State Statute. Many other regions have it. Some are requirements, some more encouraging. There is one from 1976 that suggests planning and working with neighbors.
- Plans overseen by the Metropolitan Council.
- Requires conformance with system plans.
 - Water Resources (sanitary sewer and surface water)
 - Parks
 - Transportation
 - Consistency with Plans and Policies of the Region (forecasts, land use, housing)
 - Compatibility with Adjacent Communities and Agency Plans
- Comprehensive Plans have two different ways they change:
 - Amendment (deal with on a regular basis) can be Major or Minor.
 - Update (State Law triggers) 2-year period.

Land Use and Density - 2040 Comprehensive Plan:

One of the things the Metropolitan Council is looking for in this city is based on land use projections; how much land is left in the city and how land use is distributed. There are goals for density. In Inver Grove Heights the area is what they call "emerging suburban development" with a goal to be at least 3 units per net acre. This is in place so they can have an efficient wastewater system.

There are policies for affordable housing. They want to make sure there is land guided to meet regional policies.

Why High-Density Housing is so Important:

- There is a process done with the public.
 - Receive feedback.
 - Often hear back they don't want high density housing near them.
- Important for life-cycle housing choices, workforce housing, leisure lifestyle housing.
- Provides more rooftops in support of desired commercial services.
- Provides a stronger market for transit.
- Contributes more towards infrastructure investments.

Planned Land Use:

A diagram was shown comparing 2000, 2010, and 2020 Comprehensive Plans. Each decade shows a distinctive pattern. Additional land use categories were created to provide more choice, moved them around, and took a best shot at where development could happen. The diagram displayed showed a majority of the city being largely residential/lower density residential.

Series of Incremental Steps - Began in 2000 (roughly):

- A Task Force was formed to study the planned extension of municipal utilities and subsequent development in the northwest area.
 - Study of hydrology and landforms
 - Inventory of Natural Resources
 - Study of land use, development patterns, and environmental impacts
 - Study of regulatory tools and guides (zoning, storm water, collector streets)
 - Study of financing strategies
- Ongoing measures to calibrate and adjust relative to market forces.

Northwest Area Study: focusing on different ways development could be done:

- Funding in part by the University of Minnesota.

- The property owners on the Task Force found money to do the study through a pilot program.

September 2001 - Northwest Quadrant Study:

- The study said development could take place in a way that doesn't require putting a pipe in to get stormwater out to the Mississippi River. Thinking about development differently. Still need enough critical mass to be able to fund infrastructure and development in the northwest area.
 - There would be pockets of higher and lower density based off topography.
 - Amount of open space based on basins and natural features.
 - This means the traditional way of mass grading cannot be done. Regulatory tools were needed to make sure this can happen.
 - This was tested with the development community.
 - At the end of the process, it was determined to work.

2004: A study was done that looked at environmental resources that provided a baseline/guideline for where those environmental resources are.

- Hydrologic & Hydraulic Analysis. Soils were checked to make sure the system worked.

August 2004 to September/October 2005:

- Infrastructure Feasibility Study
 - Looked at all of the northwest area
 - Looked at where areas may develop
 - Logical locations for infrastructure
 - At what cost

August 2004 to July 2005:

- Alternative Urban Areawide Review (AUAR). This is unique to Minnesota.
 - Studied environmental impacts and infrastructure demand based on projected development.
 - Updated every five years.

Public Process:

- Very open and transparent with community members.
- A lot of engagement took place.

Stormwater Manual 2005-2006:

- This was done to try to demonstrate to people how things can be done differently and the costs.
- Still used today.
- The stormwater process received international fame and recognition as a real innovative approach to development.

Regulatory Approach and Northwest Area Ordinance 2007-2008:

- Traditional zoning doesn't do enough.
- Think more creatively, create flexibilities.
 - PUD Overlay District Boundaries. Chosen way to create flexibilities.

Northwest Quadrant PUD Overlay District - Overview:

- Ability to be flexible in uses and design.
- Requires open space process. There for the stormwater system, make sure it works.

Establishment of Key Standards - Planned Unit Development:

- All new developments in the northwest area need to go through a PUD process.
- Built in different standards for different sized parcels.
- Ordinance addresses bulk standards, open space.
- Looks at minimum and maximum setbacks.
- Reduces impervious surface coverage.
- Encourages more efficient use of land area. "Build up not out".
- 20% of buildable development area preserved as open space.

A table was created to assist with a PUD. Have traditional zoning districts to look at as a guide. Would allow mixing of each district with different housing forms.

Comprehensive Plan 2008-2010:

- Argenta Hills happened.
- Target store was in.
- Went out and looked at what has been built and started talking to property owners.

He stated since he began, new ideas have come and gone. There are really difficult challenges to them.

Collector Street Study 2010-2012:

- Needed to provide more guidance on street connectivity.
- Do not want a lot of individual driveways on neighborhood collector streets because it makes it difficult to put safe sidewalks in.
- Plan was focusing on spacing.

Financial Implications:

- Financing of infrastructure is 100% reliant on "connection fees".
 - Collected at the time of plat and time of Building Permit.
 - Not special assessing.
 - Did not want to put a burden on existing property owners.
- Need enough units to support infrastructure investment made to date - services up to 70th Street.
 - If not hitting the estimated unit count, are left with a revenue shortfall to cover debt incurred to extend sewer.

Projects:

- United Properties
 - Industrial Spec Buildings. (Platted in 2008 - first phase completed)
- Southview Senior Housing
- McGough - Argenta Hills
 - Commercial (Target, Future pad sites - 2008).
 - Residential (planned multi-family, was built to single-family residential - Argenta Hills).
 - This change (from planned multi-family to single-family) meant they needed to go back to the Comprehensive Plan and move density around.
 - They lost units.
 - Needed to find an area to recapture that loss.
- Others:
 - Many speculated but none got off the ground

Observation based on a couple years of implementation:

- Storm water features are not occurring inside yard areas.
- Difficult to achieve the mix of housing.
- Desire to have smaller front yard setbacks on corner lots.
 - Learned people wanted smaller lots, but still wanted to put the same large home on those smaller lots.

Market Implications:

- Market dictates what will be built.
 - Staff evaluates plans to make sure projects achieve targeted density and use.
- Market is now shifting to include higher density housing options after many years of demands for single family. What he has learned:
 - Higher density always fills in later.
 - Single-family neighborhoods go first.
 - The marketplace is looking for a place that is already built: parks, trails, retail, transit.
 - Another popular ask is the proximity to a Regional Trailhead.
- Having multiple uses in the Comprehensive Plan allows for different market segments to be served when demand arises.

2010-2020 Plats/Projects:

- Originally assumed medium density and went to a lower density designation.
 - These are where land uses were shifted.
 - There is a balance out there when it comes to land use.
 - Difficult to shift to lower density, not as many places.

2007 to 2020 Plats:

A diagram was shown of the developments that have happened since 2008.

- Shows areas where they have the ability to make decisions.
 - Depends on the market.
 - Depends on the property owners. When they do/do not want to sell.
 - What is there today.
 - One area is one of the biggest challenges is from a topography standpoint.

Water Infrastructure: Installed and Proposed:

- Loop systems are important.
- Service was brought in. In some locations.

Storm Water Infrastructure: Installed and Proposed:

- Series of basins and pipes that connect different basins.

Sewer Infrastructure: Installed and Proposed:

- As they start to think of the financing side; what projects are next, what can be funded without building new infrastructure.

Councilmember Murphy referenced the map and asked if the green line indicated the original. Mr. Schieb responded it is what is in the ground, not what was conceived.

Mayor Bartholomew asked if there was information about what went in, in 2008, and what became in 2017. Mr. Schieb responded they have the information but would need time to pull it together, a map could be created. Councilmember Murphy requested the original infrastructure because he was curious about whose land they touched.

Jessica Cook, Economic Development Advisor, Ehlers Public Finance, has been with Ehler's since 2002, and working with Inver Grove Heights since 2005. She referenced a diagram shown previously regarding 2007 to 2020 Plats stating development occurred in Argenta Hills and to the west and north. The sewer had to be brought from the southeast. The first installation of sewer to get over to Argenta Hills was very expensive. There is an area that is not serving any property developed in the 2008 timeframe. Conversations were had at that time because a lot of the density was going to happen in later phases up by 494. Expenses would be happening in earlier phases as they built up from the southeast portion and extended utilities to the north. They didn't realize the recession would hit and the 494 interchange would get pushed back from MnDOT. The mismatch in timing has been accentuated. She gave the following presentation:

Financial Overview Connection Funds:

- When development occurs, fees are paid at the time of plat and time of Building Permit. They are put into a special Northwest Area Connection Fund:
 - One for Water: At a healthy \$3 million plus.
 - One for Stormwater: \$1.5 million, closer to \$2 million.
 - One for Sewer: Most expensive infrastructure. Has been struggling. Current balance is -\$1 million dollars.

This is a concern because water and stormwater have both been funded with cash or on a pay as you go basis. Meaning the connection fees come in, infrastructure is built.

Sanitary Sewer Funding Challenge:

- Because sewer had to be brought up from the southeast and no cash available, they issued debt.

- Now there is an obligation to pay \$1.2 million dollars annually on the debt service. There were two Bond issues a few years apart.
- Requests for lower density reduce connection fees and tax revenue.
- Development needs to cover the cost of further extensions plus the existing sewer debt service.

The next step would be to refine the analysis to look at timing and cost. There is a preliminary engineering estimate about what it would take to finish sewer in the northwest area. In five-year increments:

- First increment: \$2.6 million dollars to finish the next five years of demand.
- Over that same time period the Debt Service would be \$6.15 million dollars.
- Total of \$8.8 million dollars' worth of revenue the city needs to come up with over the next five years. That equals \$1.76 million dollars a year.

If staying with the system of connection fees, how many units would the city have to collect fees on to cover that expense. The answer:

- 220 single family homes, or
- 215 apartments

Single family homes take a lot more land than apartments. If wanting to do all single-family homes, is there even enough land given stormwater needs, open space requirements, and demand for parks, to pay for the system. She said that is the question they need to answer.

Next Steps:

Step 1: Financial Analysis:

- Looks at land use, what has been platted to date, what is planned in the Comprehensive Plan.
- Estimate connection fee revenue from the land use.
- Compare to expenses.
- Match the timing.
- Identify any shortfalls.
- Do this for water, stormwater, and sanitary sewer.

She stated their goal would be to come back before the City Council at the October 2021 Work Session with results from the analysis and receive Council feedback.

Step 2: Present revised Financial Analysis with Council feedback on:

- Density assumptions.
- Alternative funding mechanisms.

This work would be done between October and November. Report back to the City Council at the November 2021 Work Session. She stated the financial problem exists primarily with sewer. They want to make sure water and stormwater will continue to be self-funded. She suggested looking at all three systems. She said they would let the Council know what they believe to be a reasonable path forward as well as work with Engineers and HKGi on each of those utilities and bring forward solid information.

Councilmember Murphy referenced when Ms. Cook visited with the Council earlier this year and asked if the message at that point was there isn't a density available that is going to pay the debt service based on what they have done so far. Ms. Cook responded she did not see in the short term, based on the work with Small Area Plans and the cost of extending infrastructure in those Small Area Plans, that those plans would be generating enough fees to accomplish paying the debt service and the cost to serve the new development areas. The comment was short term based on her work with those plans. It's not known whether there will be enough development to do that long term. Sewer is the big question they need to answer.

Councilmember Murphy questioned if there was talk around original density assumptions and asked if there was a built-in contingency. Ms. Cook responded in 2005/2006 they looked at the Hoisington Koepler estimates and took 80% of those. That was the original assumption. Councilmember Murphy asked if those were accurate for the time. Mr. Schieb responded the presentation makes a lot of assumptions. It's assumed what areas are/are not developable. They do not have the budget or ability to do a survey for every property. Best available data is used,

site visits in some places, and property owners to understand the uniqueness. Net Developable area was determined for each parcel. He said they added in what he calls a "conservative estimate" of 80% of land getting developed with the remaining 20% being street right of way or parks. He said Ehler's adds in another conservative estimate of 80% of what HKGi says is going to be developed. They had a cushion. They knew the risk existed, but didn't anticipate the recession, the impact on housing, and the push for more single-family housing. At that time, they were told townhomes, smaller lots, and a broad mix; which all changed. He didn't believe the density items are as big an impact as other factors, all of them together created the current situation they are in. Ms. Cook stated another factor was that costs increased from the estimates. They were working with original engineering estimates. When bids came in, they were considerably higher. Multiple factors resulted in this.

Councilmember Murphy said two "cushions" were built in, but still ran into this issue. He asked if doing all this work, how they know they are not going to run into it again. Mr. Schieb responded they do not know. Every time they go back and freshen up data, they have access to more information. There is new technology now to understand more of the slope issues in the area. He stated Ms. Cook referred to Small Area Plans, those plans included looking at two isolated pockets. The one north of Highway 55, west of Argenta, south of 70th, has a big hole. They have a lot more information about what that hole is, stormwater needs, and homeowner information because they are doing a deeper dive on it. High density could be put there, but is it the best area due to constraints, are they still able to get enough out of it, and still balance neighbor concerns. He said there was a public engagement process via Zoom call, a lot of steps were made to understand concerns. There is still some high density there. He said the Council will see this information eventually, they are still trying to work things out. He said in response to Councilmember Murphy's question, the likelihood of it happening is less, but can continue to happen. When development projects come to the city, their ability to accommodate them is less each time they get stepped down. When it's requested going from high density to low density if allowed, where do they capture that high density. There are fewer places to recapture it. He said there has to be a rationale behind it. Close to major roads, close to mixed use nodes, jobs. All those things are considered when determining where they would go.

Councilmember Murphy said when the Council makes a decision based on available factors, everything needs to be revisited. It's not just one project, it could be two or three projects combined and would have to relook at the whole picture and question where the density just given up can be recaptured. Mr. Schieb responded they have all the data to do that analysis. They do the work when it's said a developer would like to do "this" when the Comprehensive Plan says differently. He stated what Mr. Hunting does is pulls up tools that were created and goes through the initial analysis and identifies where the gap is. If continuing to push it becomes a question of, if doing a lower density development and charge fees based on the numbers, is there somewhere else they can capture. That is usually when he receives the call to run a couple of programs and evaluate what the likelihood was and where it would go. He said they haven't done it every single time there is a change. If it is a big change, they look at it. They also reach out to some of the property owners and ask what their timeline is.

Ms. Cook stated initially there is a 30-year horizon for the study. The area north of 70th or 80th wasn't going to develop for the first 15 years and then it would pop. Here they are 16 years later. This time, they can look out 30 years, but financial issues should be discussed in a shorter time frame. They will bring forward a different perspective on the timing gap and how that would work. She said maybe they wouldn't count on the growth up by 494, that is a different assumption. Those are things they can work with the Council on.

Councilmember Murphy asked about the 2016 report that recommended the city not develop the Canvas site. The city did. He asked if something changed. He believed the report said it was too expensive to do. Ms. Cook responded the pipe was there to serve the site. In order to make sites beyond that available for development, the pipe had to be put in across the site at great expense. There wasn't enough development on that site to pay for the extension through the site to the next site. Councilmember Piekarski Krech responded that corner was the area where there have been eight different plans. Ms. Cook was unsure what changed. Community Development

Director Rand stated that is rental homes and single family with a clubhouse that also has high density. That is why it is economically feasible now. The high density has not moved forward yet, it is in the plat. Mr. Schieb responded prior plans submitted to them were for single family residential, and they said it wasn't going to work.

Councilmember Murphy stated Mr. Schieb mentioned that high density tends to come later in an area. Because higher density wants retail locations, trails, and parks, it tends to come last. The Argenta Hills area was slated for higher density, the market wasn't there for it, the city approved single family homes. Mr. Schieb responded correct, that was the first project that went in before Target. Councilmember Murphy said they don't have trails or parks in that area, or retail aside from Target. He asked if they believed it was a good idea to get something started in the area. He commented he didn't feel it made sense to him. Mr. Schieb responded he cannot speak to how it was approved, but from a Staff perspective with his involvement, they were not supportive of the change. He believed at the time the pressure was to allow it to happen and get something started because once something started, other things would happen. There was a lot of conversation and pushback in discussions with the Developer before it went to the Council level. That is what came in front of the Council. Currently, there are a lot of other places they can move pieces around. He stated in 2010 they did Land Use Plan Amendments. The west area had different pieces to it. The intersection of Highway 55 and Argenta in 2000 was all industrial. That was an opportunity to say if it would be low density to the north, they could start to increase density at Argenta and Highway 55. More single family came forward and pushed the multi family north of 70th. He said they were able to move those pieces around. Every year it gets more and more difficult because there are less places to locate them. Councilmember Murphy asked if these would be guided for future use, not actual changes where it was listed industrial but changed in 2010. Mr. Schieb responded it changed again in 2020. He said there were updates to the Comp Plan, the city changed the Land Use.

Mayor Bartholomew stated they have been consistent in the Robert/70th area in mixed use, medium/high density. Mr. Schieb agreed.

Councilmember Piekarski Krech stated there were grand plans when this first started. She said she is a little negative about it because she didn't want change at all, she voted not to run sewer over there. She said McGough purchased a bunch of land there, there was a Developer on the other side that wanted to develop his for years. There were grand plans for Target and shops coming in. The recession hit, and it seemed everyone went away except Target. She said the city had to pay \$1 million dollars to get Target to build there. They were going to walk at one point. She stated that McGough suggested something go in, pushed Council at that time, and they have what is there now. There was a lot of pressure. Sewer extensions had already begun.

Community Development Director Rand discussed the timeline stating they are not coming back in September because this will take time. October and November would be when this moves forward.

Mayor Bartholomew asked if the Council was on the same page as far as expectations. Councilmember Murphy said they would see numbers and density recommendations, and any potential changes or Amendments. Ms. Cook stated in October they would come back with their analysis based on the Comprehensive Plan. They may do some sensitivity analysis, if it develops less or more quickly. October would be an opportunity for Council to provide feedback if there are other scenarios to evaluate.

Councilmember Murphy asked if it impacted the budget, if there would be time. Mayor Bartholomew responded he was unsure if they would be able to impact the budget in this calendar year, but certainly if there is a change in direction. Community Development Director Rand suggested waiting until October to see where things stand. Tonight's discussion was based on changes, land uses, some challenges in the area, and public infrastructure challenges. Staff is still trying to comply with the existing Comp Plan to the extent they can.

Mayor Bartholomew stated a typical Comprehensive Plan Amendment request would come from the landowner or developer on behalf of the landowner. He asked what the guiding factors were if the city wishes to trigger an Amendment. Mr. Schieb responded it would be the same process. The city/property owner can trigger an Amendment. There is more of a robust public engagement process when the city triggers it. Mayor Bartholomew asked at what point does the city determine that the Comprehensive Plan needs a change, and what analysis would need to go into it. Mr. Schieb responded the analysis they do with Ms. Cook is to run the numbers, see what it would say under the current Comprehensive Plan and where they are at if they develop accordingly. Assumptions would be put in about how much development and timing. Different scenarios can be tested. Once going through the analysis, it may say to change land use or change densities. Doing that would trigger the Comprehensive Plan analysis. He said the regional (city wide) test they would have to do is the density trigger. The entire city is looked at when measuring density while doing a Comprehensive Plan Amendment. They can then factor in redevelopment to a degree as a part of that. After doing the analysis they would make that decision in October. Mayor Bartholomew asked who "they" were that is referred to. Mr. Schieb responded it is the Met Council. He said his company does the analysis and makes sure to meet targets and then submits it to the Met Council who reviews it and says yes or no. It is a matter of working with the Met Council to meet objections. He said the 3 unit per acre across the suburban area is a tough one. It's tough to fall below it. That's because it is directly connected to the sanitary sewer system.

Councilmember Murphy asked if they were above or below 3 units per acre. Mr. Schieb responded they are just above it.

Councilmember Gliva asked if that was true for all. Mr. Schieb responded it is true for many cities. The rural area doesn't count. Councilmember Piekarski Krech commented the Met Council is worried about the sewer money. City sewer rates are based off what has to be paid to the Met Council.

The Council took a 10-minute break at 7:33 p.m. The Council was back in session at 7:44 p.m.

3. 2022 Budget

Finance Director Amy Hove discussed the General Fund and Levy for 2022. She thanked the many Departments, Department Heads, Managers, and Staff that stepped up to participate in the budget process. For those that may not know, there are a number of Interim's serving in Department Head roles. A lot of Employees and Staff stepped up in areas they don't normally participate in. Having this here today is a big accomplishment.

Strategic Plan Focus:

Mission Statement. To provide services and facilities that enhance the quality of life in our vibrant community.

Objectives & Strategies:

- Address safety issues and concerns within the community
- Improve operations and delivery of services (internal and external customers)
- Ongoing commitment to street infrastructure

Levy Summary. 2022 Proposed vs. 2021 Adopted:

- General Fund: Expenditures: 2022 Proposed, \$28 million dollars
2021 Adopted, \$25,296,80
Change of \$2.7 million dollars increase = 10.7%
- Revenues: 2022 Proposed, \$4.45 million (offsets operational costs)
2021 Adopted, \$4.3 million dollars
Change of \$160,000 = 3.7%
- General Fund Levy: 2022 Proposed, \$23.5 million dollars
Increase of over \$2.5 million dollars over 2021 General Levy
- Pavement Mgmt:
- Debt Levy:
- Citywide Levy: 2022 Proposed, \$28,798,853

Increase of \$2.7 million dollars = 10.2%

Levy Impact:

This item is an analysis they started doing last year during the budget process. This is in thanks to the Ehler's Capital Improvement Financing model that was used to be able to see what this means in terms of a tax rate increase.

2021 Adopted Budget: Tax Levy, \$26,123,358 = 5.6% increase

Due to the increase in market value in 2021, the tax rate went down slightly.

Change in City Taxes, \$72.50 on a median property

She stated some may ask if the tax rate went down, why city taxes didn't go down or stay at zero. There are inflationary changes to a property's value, even if the tax rate stays flat/goes down, they may see an incremental increase because of the value on a particular property increase.

2022 Proposed Budget: Tax Levy, \$28.8 million dollars

Levy Increase, 10.2%

Tax Rate Change, 4.5%

Change in City Taxes, \$148.21 on a median property

Tax Rates - Dakota County:

Within the Strategic Plan, the goal is to be in the lowest half of Dakota County cities. Inver Grove Heights is right in the middle. A lot of that has to do with when the growth and market value comes online for a community. For Inver Grove Heights:

- In 2017 it started at 51.6
- 2019 was the highest tax rate at 53.5
- In 2020 it came down significantly (the last TIF District became de-certified, meaning all of the value that was captured within the TIF District became available for the tax rate). Those properties could absorb the levy burden.
- 2021 showed a slight decline with where they are proposed to be
- 52.884, 2022 Draft Budget

Cities that get Local Government Aid (LGA) seem to have higher tax rates. Apple Valley, Burnsville, and Eagan were excluded due to their larger size, those did not seem like viable comparisons.

Councilmember Murphy asked why West St. Paul was at the top and also receiving Government Aid. Finance Director Hove responded they may have less development, increasing cost, less new value coming to share in the tax burden.

Councilmember Murphy asked if there was new information about Local Government Aid as the city has discussed this item previously. Finance Director Hove responded they have no new information. With Local Government Aid, there are communities that receive it and communities that don't. In order to change the formula someone has to give up their Local Government Aid. She knows there have been pushes with the Legislature to take a new look at the formula. There is a lot of pressure from cities that receive it, they would have to take a hit. She said they continue to take a look but also make sure to not negatively impact others.

Councilmember Piekarski Krech stated the city cannot just say they want Local Government Aid. Finance Director Hove responded it was a State Legislative Formula. The city would have to get that to change.

Councilmember Murphy asked if Local Government Aid was not liked for a particular reason. Interim City Administrator Rand stated the Local Government Aid formula was established many years ago, it's difficult to get any changes Legislatively. That doesn't mean there cannot be dialogue with Legislators. She stated the City Lobbyist, Katy Sen, will be coming for a visit to discuss Legislative priorities for the upcoming session in 2022. It is anticipated scheduling her for the Work Study Session in October. That may be an item to discuss when Ms. Sen is here. She said she knows Mayor Bartholomew is interested in discussing fiscal disparities, which has to do with the pooling of property tax in the metro area. She suggested bringing up both those issues prior to Katy Sen coming in.

Finance Director Hove discussed:

Tax Base - Timing:

- Development approved today can take 18-24 months for the new value to show up in the city's tax base.
- For 2022, Dakota County estimates the city's tax capacity (tax base) will increase by 6.8%.
 - 6.2% due to inflationary growth in residential market values
 - 0.6% due to new tax base coming online

Mayor Bartholomew asked about calculations shown in the previous slide, if it includes and incorporates the anticipated increase in capacity. Finance Director Hove responded that has been included into all calculations. She expects that to increase more as construction picks up.

- As of July 26, 2021, the city has approved construction Permits for an additional \$83 million dollars in new building values that will contribute to the city's tax base.
 - In 2020 the city was at \$39 million in tax value growth
 - In 2019 the city was at \$61 million
 - The city is showing very solid growth in 2021
 - As the city continues to approve new housing plats and additional commercial/office warehouse construction Permits, this could have a very positive impact on the city's tax base

Timeline To Date:

- May/June 2021 - General Fund Departments were asked to submit budget requests. Finance Staff prepares salary and benefit estimates.
- July 7-13, 2021 - Interim City Administrator and the Finance Director meet with Departments to review requests, request additional information.
- July 20, 2021 - Department Head Meeting to review impact of requests on General Fund Budget and Levy.
- August 2, 2021 - Council Meeting to discuss preliminary budget and levy impact.

Key Highlights, Revenues:

- Building Permit revenues similar to 2021 Budget levels.
 - This was making the assumption they were continuing the trend noticed in 2019.
- New DUI Grant for Police. Anticipating another half year of receiving this.
- SAFER Grant - if received, would help reduce the levy to cover Fire positions currently included in the 2022 Budget (\$359,400).
 - Hope to know by the end of September.
- Other minor adjustments based on past performance/history.

Key Highlights, Expenditures:

- Wages and Benefits
 - Contract commitments built into budget
 - COLA at 2.75%
 - Health Insurance: 9% max per contract
 - Workers Comp Insurance Assumption: 5% (could end up higher)
 - New Staffing
 - 11 Full time FTE's (Full Time Employees)
 - 2 positions upgraded from Part Time to Full Time
 - 2 position changes
- Equipment Replacement of GPS Receiver \$38,500 (Engineering)
- Increase to Street Maintenance Supplies (asphalt/salt) \$130,000
 - Additional broad area patching. Looking to expand the program

Councilmember Piekarski Krech asked if the two positions were included in the 11 full time, or if it was 4 more besides the 11. Finance Director Hove responded it would be 4 more. 11 are the full time, 2 positions are currently part time, proposing to move them to full time. 2 are modifications. Councilmember Murphy asked if the last two were or were not additions. Finance Director Hove responded they are modifications with a slight increase.

Key Highlights, Internal Service Fund Allocations:

General Fund Departments all contribute to the maintenance and ongoing operational cost to those funds. Fund balances and activity were looked into. Those funds have sufficient fund balances that would allow to keep allocations fairly flat this year.

- Property/Casualty Insurance allocation same as 2021
- Central Stores allocation same as 2021
- Technology allocation same as 2021
- Manual adjustments to City Facilities allocations
 - Manual increases to Fire Department, Recreation, VMCC, Storm Water, Water, Sewer, and Golf Course as we shift City Facilities focus to all city buildings, not just City Hall.
 - Allocations needs further analysis - will wait until next years budget cycle for additional formula changes.
- Central Equipment allocation is increasing due to rising fuel costs

Mayor Bartholomew asked if Central Equipment was included in the preliminary. Finance Director Hove responded it is included.

Key Highlights, Capital Improvement Financing Plan:

There have been a few adjustments off of the original plan.

- Change to city share of Special Assessment methodology.
 - Free's up - \$200,000 in annual levy capacity
 - PMP levy increase of \$300,000 rather than the \$250,000 planned in the City Capital Improvement Financing Plan to help offset for this change
- Eliminate General Fund Contribution to Local Improvement Construction Fund for Public Works Facility (\$350,000 Transfer Out was scheduled for 2022 within the 2020-2024 Plan).
 - Host Community Fund transfers for project are still in the budget.
 - 2021 Budget \$1,000,000
 - 2022 Budget \$1,000,000
 - 2023 Budget \$1,000,000

Councilmember Piekarski Krech asked what this does to the Construction Fund. Finance Director Hove responded it would short the savings account by \$350,000. The next time they bring the Capital Improvement Financing Plan through, the plan is to look at the Host Community Fund and see if more can be contributed to make up for what the General Fund was not contributing.

New FTEs in the 2022 Draft Budget:

- Administration: Request is for more Administrative Staff.
- Communications: Independent Contractors (in lieu of Staff).
- Central Equipment: Mechanic (this is the position change with Storm Water) Taking a Street Maintenance Worker that was assigned to Central Equipment with some environmental abilities and re-assigning them to Engineering.
- Storm Water: No increase. Replacing the Street Maintenance Worker.
- City Facilities: Building Maintenance Technician, Facilities Technician.
- Finance: Assistant Finance Director.
- Fire: 2 Firefighters and 1 Lieutenant.

- Inspections: Positions the Council has already approved. During 2021 approved a Combination Inspector and the part time to full time Office Support.
- Police: 3 Patrol Officers, converting 1 Patrol Officer to Sargent, Office Support moving from part time to full time, eliminating their Maintenance Worker if able to make other internal staffing changes.

Councilmember Piekarski Krech said she thought the city was always short on Streets. She asked how someone can be pulled off of Streets. Interim Public Works Director Klay Eckles responded this individual is someone who is very skilled and knowledgeable about the upcoming and increasing need for Open Space Management. Open space areas have been requiring a lot of work around the city. This person is doing that work. It is putting the person into a different department. Moving the position from Public Works to Engineering because it's a specialized type of work and often associated with stormwater areas. Stormwater professionals are in the engineering area. Would still be doing outside work, the same work they were doing, just associating the position with a different part of the city operation wise.

Councilmember Piekarski Krech stated it says Mechanic swap with Street Maintenance Worker. Interim Public Works Director Eckles responded that may not be the correct term. They are adding one person under Public Works (Engineering and Streets) adding the position to the Mechanic and move one Public Works position toward Engineering. There is net of +1. The \$1,400 is to recognize the fact that it is very unique specialized work, not a lot of people do it. He said they wanted to give this person a chance to potentially grow in the position over time. A Specialist title would allow that. Councilmember Piekarski Krech commented they are creating an Environmental Resources Technician position. Interim Public Works Director Eckles responded yes, using an existing Staff person. Finance Director Hove stated it was currently budgeted under stormwater as a Street Maintenance Worker but would be called the Environmental Resources Technician.

Councilmember Gliva questioned if that was really an add. Finance Director Hove responded it is a position swap. It is the amount that shows up under stormwater. In Central Equipment they would rather have a Mechanic assigned to them rather than a Street Maintenance worker who is working on storm water. Interim Public Works Director Eckles said calling it a swap likely isn't the right term, what they are doing is reclassifying one position, same skillsets, doing a lot of the same work, but being reclassified to provide growth opportunity. He said they are adding one position to the Public Works area. The reason they said swap is because the number of people in the Public Works area stays the same because an additional one goes to Engineering; the dollar value is one additional Staff.

Councilmember Piekarski Krech asked if there would still be enough people to plow streets. Interim Public Works Director Eckles responded yes. Councilmember Piekarski Krech stated that was her concern. A few years ago, there were comments that there weren't enough people to run those trucks. Mayor Bartholomew stated they are adding 1 FTE.

Finance Director Hove stated with all Staffing changes, they are just in under \$1.4 million dollars in new employee asks.

Councilmember Gliva asked if the Executive Assistant/Deputy Clerk would work with the City Clerk and have a half job with other Staff. Finance Director Hove responded they envisioned this would be an Executive Assistant to the new City Administrator and also be able to serve in the Deputy Clerk role. It is a type of Hybrid position. She said between that, and the Communication adds, as they created the budget, they wanted to leave room because they know there are Staffing needs within the Administration Department. For example: Human Resources, Clerk, or Administration Office Support. Now that there has been a new City Administrator hired, there is a placeholder in terms of financial resources. That person would come in and examine what Staff's thoughts are and see if they still line up with where they envision the need being. This would be to analyze existing Staff, their roles, and where

additional support may be needed. This is something the new City Administrator could help draft within the next few months in terms of what they see for the future of the Department.

Councilmember Murphy asked if the city hired an Executive Assistant a couple months ago. Finance Director Hove responded she did not believe they did. She referred to the Community Development Director and said there have been a few hires in Inspections for Office Support and Planning. Community Development Director Rand responded there were replacements.

Councilmember Dietrich referenced the Org. Chart and asked about Administration and Communications. She asked if Communications would be a consultant. Finance Director Hove responded they are asking for enough additional Staffing. They want to spend time looking internally as to whether there is a need to create an employee or expand the person into an Independent Contractor. She said there is someone they are currently using as an Intern that they would like to utilize in a full-time capacity. Staff is looking into legal issues about whether they could be an Independent Contractor or an employee. Councilmember Piekarski Krech stated that would be 12 full time employees. Finance Director Hove responded she would have to check.

Councilmember Dietrich asked where the one under Administration would fall on the Org. Chart. Finance Director Hove responded that would be under the City Administrator. Councilmember Dietrich asked if it would split off into another Department as well, with dual roles. Finance Director Hove responded the City Clerk is under Administration. The Administration Department has the functions of Administration, HR, and the City Clerk. They don't have their own separate department right now. Communications and Technology have their own departments in the Org. Chart. She said Staff wanted to make sure there was a financial placeholder to help determine the best role, maybe more of a Deputy clerk, less of an Executive Assistant or use some of the existing office support they have at City Hall. Councilmember Dietrich asked when that time comes, if they could see the job descriptions. Finance Director Hove responded yes, she would provide new job descriptions and recommendations. She explained just because it's built into a budget doesn't mean they automatically get to hire a new position without following process.

Future Staffing Requests (not included in this version of the budget) Placeholders as potential discussion for 2023 or future years:

- Originally looked at making the HR Coordinator a full-time position rather than a part time position. It was removed. This is a placeholder under Administration.
- Senior Accounting Technician in Finance. Will wait until they receive the AEM (Abdo Eick and Meyers) Financial Process Review. Wait and see what their Staffing recommendations are in terms of additional support staff in finance.
- Fire Department had originally requested 9 Firefighters. Reduced that request to 3. Took out 4 Firefighters and 2 Lieutenants. If receiving the SAFER Grant, they would have to re-examine as they would be able to fully fund all 9 positions and still reduce the budget and levy need.
- Parks. As the city continues to develop the northwest area, more people would be needed to maintain the parks created in the area. Will need full time maintenance workers, seasonal workers, and equipment. No needs were anticipated for 2022 because it will take time to build the parks.

Councilmember Gliva asked if the numbers included a new Public Works Director and new Parks and Recreation Director. Finance Director Hove responded yes; those were left at original budgeted amounts. There is a cushion if needed.

Finance Director Hove continued:

Levy Summary. 2022 Proposed versus 2021 Adopted

She stated this slide was referenced earlier with:

- A city-wide levy of 10.2%, a change of just under \$1.7 million.

When looking at the dollar change of \$2.7 million dollars, she checked to see what the dollar increase was from 2020 to 2021. When passing the 2021 Budget there were two positions that went from part-time to full-time and an increase for Firefighter pay. Those were the only staffing changes they could fit in the 2021 Budget. That increase was \$1.4 million dollars. The \$2.7 million dollars wasn't too bad considering they had \$1.4 million dollars in new staffing added. Last years increase was \$1.4 million dollars with very little increases in staffing.

Levy Impact:

- 2021 was 5.6%
- 2022 is 10.2%
- The change in tax rate is 4.53% proposed for next year
- Change in city taxes on a median property is around \$150.00.
- A median property is around \$275,000 in our community. Inflation included. Estimates from Dakota County on Tax Capacity and what to expect for the growth estimates.

Councilmember Piekarski Krech asked if the County was still saying they were going to stay at zero for an increase this year. Finance Director Hove responded she was unsure. Councilmember Gliva responded zero is what the County says.

Next Steps:

- Council feedback.
- Updates will be provided at future Council Meetings or Work Sessions.
- Preliminary Levy must be approved and submitted to Dakota County by September 30.
 - Present at the September 13 or 27 Council Meeting.
 - Cannot go any higher than what is set in September.
- October/November Work Sessions - Other Fund Budgets are reviewed and discussed.
- Between November 11 to 24, Dakota County mails proposed property tax notices to residents (based on city's preliminary levy).
- Public Meeting to discuss budget and levy.
 - Typically held in conjunction with first December Council meeting (December 13).

She stated the recommendation is to start higher than they normally would to give the new City Administrator the opportunity to work with Staff and with the Council priorities, and to be able to bring that down come December.

Councilmember Gliva asked if they have taken into account the American Rescue Funds, or money from the State. Finance Director Hove responded the city has received money from the State. Staff did not include any of those dollars into this budget. Currently waiting to see how the State and County dispatches their dollars. It's not recommended to use it toward operating costs. They recommend these be one-time funds, find a project or program, not necessarily an ongoing program, more toward one time uses.

Councilmember Gliva asked what the total amount was. Finance Director Hove thought it may be around \$3.8 million dollars. She said the first half has been received, the second half comes next year. There will be recommendations on phasing and spreading it out. The city has until the end of 2024 to commit the funds and the end of 2026 to actually spend them.

Councilmember Piekarski Krech stated it could also be used to cover extra overtime costs. She said Fire and Police may have safety equipment needs. Finance Director Hove responded equipment, sanitary, and cleaning supplies are applicable. Some things that applied under the CARES Act have different rules now. Staff is waiting to see where the money can be spent. She said one area discussed was some of the infrastructure needs. The original plan talked about water and sewer, a lot of townships that didn't have water and sewer needs had street needs.

Councilmember Dietrich referred to the Community Development Director's update on Friday where it stated the amount was almost \$1.9 million.

Finance Director Hove stated if there are any questions or feedback, it can be given to her now or sent via email.

Councilmember Murphy said he was very impressed. He asked if there was anything that didn't make it to the list that was given up. If there was anything they really wished they could have but are not. Finance Director Hove responded management focused on the staffing aspect. Staff believed in catching up on staffing and providing the services needed to be able to provide to external/internal customers. That was prioritized within the budget requests. Some departments held back on equipment requests because they felt this was the year to build up staffing and bring the equipment in future years.

Mayor Bartholomew asked if September 13th or September 27th was preferred for the preliminary. Finance Director Hove responded if there were not any big changes, or a great deal of research needed, she would prefer the 13th. Mayor Bartholomew requested Council get questions to the Finance Director and they can begin talking about getting to the September 13th date. If not happy with the tax rate of 4.3%, have discussion and make sure it's known. He agreed with Councilmember Piekarski Krech that the amount of 4.53 would be a hard sell.

4. Truck Idling Ordinance

Community Development Director Rand suggested the City Attorney do some research on how other cities have handled the idling of trucks. What triggered this item as a concern is that there is a truck and RV storage facility on Concord Boulevard called Stagecoach. There have been complaints from residents because it abuts residential property. She said Staff were aware the property owners/Manager, has posted no idling of trucks, and their lease with those individuals states no idling. Despite this there are still trucks idling. Their lease states there is a \$200.00 fine for each incident. She said this has been an ongoing problem. After further discussion with the landlord team, they found a lot of violations would occur after hours when Staff was not on the premises. The owners gave residents adjacent to the property their phone numbers to call when this took place. What they found when they went to check was the people who own these vehicles lease them to others who were not as diligent with the rules. They also found that truck idling noise was under 40 decibels and not something the Police could cite for a noise violation. Staff feels this situation is an ongoing nuisance. Working with Legal and Planning Staff, they discovered there is no enforcement mechanism for when trucks continue to idle. She said it's not just idling of a diesel engine. Refrigeration units are just as loud if not louder.

She stated this was strictly an option for the Council to consider. There are other communities that have an actual Ordinance that could be utilized as a model if the Council wanted to pursue. The Ordinance prohibits, on a limited basis, an allowance for the idling of large trucks adjacent to residential neighborhoods. She said if going through with an Ordinance change, operators such as Stagecoach would appreciate this as it helps them with enforcement. She said the Council would need to consider what the impacts mean to delivery trucks, medical vehicles. The Ordinance carves out those exemptions. Another example would be public buses who idle, delivery trucks, those who need the opportunity to keep trucks running, especially if they are refrigerated. The Model Ordinance has those types of provisions. She asked the Council if this is something they want Staff to pursue. She said Staff could try to get a reaction. In the past a social media post was done for input or notify the River Heights Chamber of Commerce. She said they can do that, but it hasn't been really effective and have not received a lot of feedback. Feedback and public engagement are important, but often doesn't happen until there is a reading of an Ordinance and it's in front of the Council. She said as the Interim City Administrator, she recommends they pursue this type of Ordinance. There are plenty of cities in the surrounding area that have this type of Ordinance. She didn't feel the enforcement cost would be that large. There have been enough complaints coming into the Code Compliance Officer who has nothing to enforce. These types of calls also go through 911. The city Police Department does not have time to be tracking down and enforcing idling of trucks unless there is something on the books like an Ordinance Violation or Nuisance Complaint.

Councilmember Piekarski Krech stated if in an area of commerce, such as delivering at Holiday, then it is legal.

Councilmember Dietrich thanked the Interim City Administrator for showing both sides of this and what some of the repercussions may be. She said refrigeration was mentioned, she asked how that would affect the reefers running, they can be loud. Interim City Administrator Rand responded it was her understanding that refrigeration units (reefers) are considered idling. She stated one piece of good news they heard with respect to Stagecoach, in October the business will have a new facility in Burnsville located in an Industrial Park. Stagecoach notified all refrigeration trucks currently in the city that they must relocate to Burnsville. Staff is hoping that may mitigate problems with refrigeration. There would still be delivery trucks with refrigeration noise, hopefully that would be for 15 minutes or less as they quickly unload.

Councilmember Piekarski Krech stated she thought Stagecoach was a storage facility when not on the road. Trucks would be parked there. She asked if it was more of a rest stop facility. She said there was no reason for a reefer to be running if it doesn't have product. She asked why they would have something running while parked in a storage lot. Interim City Administrator Rand responded some still have goods in the vehicle. Some run it for a certain number of hours in the summer to get them cold, which could be at 4:00 or 5:00 a.m.

Councilmember Gliva asked if this would work with food trucks who have generator noise. Interim City Administrator Rand responded that was correct. Councilmember Murphy believed the food truck was a great example, provisions could be added stating if at a food truck event, this is not what they are referring to. Interim City Administrator Rand replied that discussions would need to be had with legal to determine what that may be.

City Attorney Bridget McCauley Nason stated there are a number of challenges. Current Code provisions do not provide adequate tools, there are standards that refer to MPCA noise standards which require a special noise management study and not readily available for enforcement. Or there are standards that are subjective, it annoys a certain number of people, or louder than the average person would like. This is a difficult standard to uphold in Court. The thought was to craft something that is more direct. The definition section is trying to limit this to apply to "all diesel-powered commercial motor vehicles as defined under the CFR which are designed to operate on highways". She said whether that would also include food trucks is a great question, she was unsure of the answer. She said this Ordinance is challenging in that it does have some obvious potential unintended consequences, and some that are not as obvious. Staff is trying to carve out the ones identified so far. This applies to property that is either residentially zoned or located adjacent to residentially zoned properties. It would apply to a park or to commercial property abutting a residentially zoned property. There are some cities that have Idling Ordinances and quite a few that do not.

Councilmember Piekarski Krech stated the issue is Stagecoach. She asked if there has been an issue anywhere else. This means they are trying to do an Ordinance for one area. She suggested the city work with Stagecoach. She said an Ordinance can be created but seems like they are only doing it for the one property if there isn't an issue anywhere else. Interim City Administrator Rand responded they have had issues regarding buses. Staff tries to deal with that by calling the bus company. Staff has had questions about idling trucks that are really parts of delivery. Sometimes it's a matter of asking the store to make the parking next to a residential area about the delivery itself and send truck drivers moving on. Most proprietors understand and want to be good neighbors. She believed Stagecoach's intention is that they want to be a good neighbor as well. Stagecoach has had difficulty in that it has become a 24/7 facility and Staff is only there Monday through Friday during the day and have had some difficulty with enforcement. She said the good news is that the new facility in Burnsville is opening and they are sending all refrigeration trucks to that location. That could eliminate a lot of the problems.

Councilmember Piekarski Krech questioned how they can solve the issue without making an Ordinance that seems to be for one thing, or to have so many unintended consequences. Food trucks or Ambulances could become

issues then. Councilmember Murphy stated this needs the ability to better enforce. Trucks don't need to be running all night in residential neighborhoods. He felt they could address that issue while still allowing food trucks or how long someone is parked making a delivery. He commented that this needs to be crafted carefully. His opinion is that this is needed and need to be able to enforce. He said maybe by having a Permit or a License for an event, eliminates them having to shut down. Councilmember Piekarski Krech stated most of the time they are not going to have a food truck in a residential area unless coming for a birthday party. A food truck isn't just going to park next to a home because they think it's going to look nice.

Councilmember Dietrich suggested thinking about this further and see what happens in October. She hates to over legislate something. Councilmember Gliva suggested a wait and see approach.

Mayor Bartholomew stated everyone makes a great point. Unintended consequences are going to be big. He didn't even think of a food truck. Councilmember Piekarski Krech felt bad for the neighbors with trucks that are abusing the situation. She asked when getting 911 calls, if Officers can go there and say they are bothering the neighborhood. Interim City Administrator Rand responded the sound is less than 40 decibels, they have nothing to enforce. Councilmember Piekarski Krech asked if the Police couldn't say they have a complaint about the noise, it was the same if a kid next door has a party, it's not decibels but making noise. Councilmember Dietrich stated it sounded like the business owner was trying to take care of it and not overuse public safety resources. She was hopeful some of that would be alleviated by October.

Interim City Administrator Rand hears a majority of the Council saying to wait and revisit the issue in October and see if there are continued complaints from the primary facility surrounded by residential.

Councilmember Murphy stated he did not have an issue with waiting until October to see if things change. He does not believe the number of trucks running in the winter would go down, it would go up. He asked if it would hurt to have Staff start investigating what an Ordinance might look like. It doesn't mean it would have to be put in place. Councilmember Piekarski Krech responded Staff has done that, they looked at the other places that have Ordinances. She said the question was how to craft the Ordinance to avoid the unintended consequences of the MTC Bus, Ambulance, and a Food Truck.

Mayor Bartholomew asked if Staff was certain there was nothing in the PUD that prohibits. Interim City Administrator Rand responded that was correct. Legal and Planning Staff looked through everything with respect to the Stagecoach facility, there was nothing to enforce.

B. Adjourn:

Motion by Dietrich second by Gliva to adjourn the meeting at 8:55 p.m.

Ayes: 5

Nays: 0 Motion carried.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 9, 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, August 9, 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, Associate Planner Botten, City Planner Hunting, Interim Public Works Director Eckles, and City Engineer Kaldunski.

Also Present: Steve Soltau, Melvin Moore, and Dwayne Sikich; Builder's Lot Group.

3. PRESENTATIONS:

4. CONSENT AGENDA:

A. Minutes from the August 2, 2021, City Council Special Meeting.

B. Resolution 2021-205 Approving Disbursements for Period Ending August 3, 2021.

C. Consider Approval of Personnel Actions.

D. Consider Approval of a **Resolution 2021-206** and Agreement for the School Resource Officer Program with Independent School District No. 199 for the 2021 to 2022 School Year.

E. Consider **Resolution 2021-207** Approving a Tolling Agreement and Notice of Voluntary Dismissal Relating to Coal Tar Litigation Regarding a Lawsuit Filed in United States District Court for the District of Minnesota as Case No. 1:18-CV-03495.

F. Consider Awarding Bid for Vista Pines Park.

G. Approve a **Resolution 2021-208** relating to the Development Agreement, Stormwater Facilities Maintenance Agreement, and related agreements for the plat of The Crossings at Inver Wood Second.

H. Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 1, Engineer's Final Report, and **Resolution 2021-209** Accepting Work for City Project No. 2021-09A - Crack Seal.

I. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and **Resolution 2021-210** Accepting Work for City Project No. 2020-05 - VMCC Grove Parking Lot.

J. Consider **Resolution 2021-211** Approving Permanent Drainage and Utility Easement Agreement for Lot 2, Block 1, Cenex 2nd Addition.

K. Consider Adopting a **Resolution 2021-212** to Authorize and Ratify Submission of the 2021 Grant Application with MN Board of Water and Soil Resources (BWSR) for a Clean Water Fund Project and Practices Grant for City Projects.

L. Consider **Resolution 2021-213** Approving Joint Powers Agreement (JPA) for the Regional Roadway System Visioning Study Update.

M. Consider changes to Contract Agreement with Rex Landscaping for Internment Services at Union Cemetery.

Councilmember Piekarski Krech requested pulling Agenda Item 4M.

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

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4M. Consider changes to Contract Agreement with Rex Landscaping for Internment Services at Union Cemetery.

Councilmember Piekarski Krech asked if there were still open spots. City Clerk Rebecca Kiernan responded there are. People are on a waiting list. She was unsure they could get through the entire waiting list to even be able to have any open lots. Councilmember Piekarski Krech thought it was full. City Clerk Kiernan responded it is not technically full, she is still working with Mr. Rehtzigel to make sure everything is documented correctly. That

is why she recommends continuing the contract, it has not been updated since 2008. It is time to update, and possibly next year look for a new Contractor. This item will be on a future Work Session Agenda.

Councilmember Dietrich stated she understands Rex Landscaping has been doing the landscaping for well over a decade. She has no reason to believe that he isn't doing a great job. She didn't see a timeline in the Contract, if he/city would want to cancel. She would like to see a timeline and comparable bids in a year or so. City Clerk Kiernan responded she would get that information in the Contract.

Motion by Piekarski Krech second by Dietrich to approve Agenda Item 4M to Consider changes to a Contract Agreement with Rex Landscaping for Internment Services at Union Cemetery and to add a timeline to the future Contract.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public Hearing to Consider Approval of a Therapeutic Massage Business and Therapist License for Julie A Olson, Back to Center Massage Therapy, 1870 50th Street E, Suite 6.

City Clerk Kiernan stated the request is for Julie Olson, Back to Center Massage Therapy, for a business license. Information was submitted along with the application. Appropriate fees, insurance documentation, and other information required by City Code has been submitted. The background investigation shows no basis for denial. Staff recommends the 2021 Massage Business License and Therapist License for Julie Olson.

Julie Olson, 120 River Woods Lane, Burnsville, stated she has been a Massage Therapist for 18 years and is happy to be in Inver Grove Heights.

Motion by Gliva second by Piekarski Krech to close the Public Hearing at 8:06PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich second by Gliva to approve a Therapeutic Massage Business and Therapist License for Julie A Olson, Back to Center Massage Therapy, 1870 50th Street E, Suite 6.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

Administration:

A. Consider Approval of Drkula's Bowl to temporarily extend the premise of the existing liquor license sales area to a designated outdoor area, September 11, 2021 in conjunction with IGH Days.

City Clerk Kiernan stated Mr. Drkula would like to extend his Liquor Premise for September 11th for an event held in conjunction with Inver Grove Heights Days. There will be one Band. She has discussed this item with the Fire Department and Building Inspections, both approve.

Motion by Dietrich second by Piekarski Krech to approve Drkula's Bowl to temporarily extend the premise of the existing liquor license sales area to a designated outdoor area, September 11, 2021 in conjunction with IGH Days.

Ayes: 5

Nays: 0 Motion carried.

Community Development:**B. Approval of Rental Licenses for 6239 Concord Blvd, 3956 71st Street E, & 4527 Bloomberg Lane.**

Community Development Director Heather Rand stated these license applications were completed over the last 30 days. There are no serious co-compliance issues at these addresses. Background checks were conducted and showed no issues. The Police Department has signed off on this request. Staff recommends approval of the three Rental Licenses.

Councilmember Piekarski Krech said the city seems to be doing a lot of Rental Licenses. She asked how many rental properties there are and if they are plotted by areas via map. She would like more information. Community Development Director Rand responded she can work to provide information plotted by area and quantity of both single and multi-family rental properties to the City Council.

Councilmember Piekarski Krech stated she does not want Staff to go through a lot of extra work. She was unsure if the city was keeping track and if not, felt they could start. She would like to have an idea of how many there are and if they are in the 55077 or 55076 zip codes.

Councilmember Murphy asked if there were plans to look into the licensing of single-family homes. Community Development Director Rand responded yes; Staff will bring back recommended changes by the first of the year. A suggestion would be to begin inspecting all rental homes, giving a baseline safety and security check, beginning in 2022. She said the Police Department has some added language to consider regarding the number of Police calls.

Mayor Bartholomew asked if the Statute currently provides for inspections. Community Development Director Rand responded unless there is a Code Enforcement issue or serious complaint, the city does not inspect rentals. Mayor Bartholomew believed the Statute provides they can inspect. He said he doesn't want to get into a position where they need to quickly update the Statute. Community Development Director Rand responded they are not in that situation. One of the items Staff will bring forward to the Council would be to have a Life and Safety Code Inspection once every three years and changing the fees so Staff time can cover the expense. Most cities have something like this to preserve the housing stock, otherwise, they find rental housing options become more run down over time.

Motion by Piekarski Krech second by Gliva to approve Rental Licenses for 6239 Concord Blvd, 3956 71st Street E, & 4527 Bloomberg Lane.

Ayes: 5

Nays: 0 Motion carried.

C. JOSHUA & ELIZABETH SCHMIDT - Consider an Ordinance Amendment to rezone the property from R-1C, Single Family Residential District to R-2, Two-Family Residential District for property located at 4046 66th Street.

Associate Planner Heather Botten stated the request is for property located south of 66th Street, east of Dawn Avenue, zoned R-1C Single Family. This request was before the Council a couple of months ago to rezone the property to R-3A Multiple Family Tri Plex. At that time Council tabled the request for the Applicant to be able to do more research on Code Requirements and to apply for a Conditional Use Permit, required for a Tri Plex. The Applicant met with the City Building Official and Fire Marshal and has revised the request to be an R-2, two family zoning. With two family zoning, if approved, no further zoning approvals would be required because a duplex is a permitted use in the Zoning Code. The property currently has an existing home and a detached garage. The house was constructed to be used as a multiple family dwelling. There are no changes proposed to the exterior of the lot, no additions to the building, everything would remain the same externally. Internally, approval for the duplex would require minor Code revisions to be in compliance with how many kitchens are allowed in the dwelling. Rezoning the property to R-2 would be consistent with the Comprehensive Plan designation of Low

Density Residential. Low Density Residential allows up to 4 units per acre. This lot is approximately 1 acre in size and would be a two unit per acre Comprehensive Plan designation. For surrounding uses; there is R-2 Zoning to the west, single family to the north and east, and a school to the south. Staff believes the Comprehensive Plan change to an R-2 would be consistent with the existing established uses in the neighborhood. Staff recommends approval to rezone to an R-2. She said the Applicant was present at the Public Hearing, no neighbors testified. The Planning Commission recommended approval of the request on a 9/0 vote.

Councilmember Piekarski Krech said the property contiguous to it on 66th Street is R-2. She asked if it wasn't single family all along 66th. Associate Planner Botten responded the west of it is R-2, east is single family. Councilmember Piekarski Krech said those were single family homes. Associate Planner Botten responded that may be what the use is, the zoning is R-2. R-2 Zoning allows for single family or two family uses.

Elizabeth Schmidt, 4046 66th Street East, stated she has read the report. She said the home is currently occupied as a single-family home. Her spouse, herself, her daughter, and her mother live there. The plan is to eventually fix it up and put it back on the market.

Councilmember Piekarski Krech asked who the two men were that were living there not too long ago. Ms. Schmidt responded the only man living there is her husband. Councilmember Piekarski Krech stated a neighbor told her that they took cookies over to two men who just moved in from out of town. Ms. Schmidt responded they have friends who come and do landscaping for them, they do not live there.

Councilmember Piekarski Krech said she knows the neighbors in the area, and they prefer it stay R-1C. She said she just looked up the houses on 66th Street and they are all single family. Mayor Bartholomew stated they were officially zoned R-2.

Motion by Dietrich second by Murphy to approve an Ordinance Amendment to rezone the property from R-1C, Single Family Residential District to R-2, Two-Family Residential District for property located at 4046 66th Street.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

D. TRAVIS CALLSTROM - Consider the following requests for the property located at 8308 Alverno Avenue;

- 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. Resolution 2021-214**

City Planner Allan Hunting stated the property is a little over 20 acres and located off of Alverno Avenue and 82nd Avenue. The site contains two homes (home and a carriage home). The Applicant is proposing to divide the property and create two new lots around the existing homes. This would be using the provision in the northwest area that allows for over 20 acres, a maximum 1/10 density. Two new lots could be created at the maximum size of 1.5 acres each. Each would gain access from the existing driveway. The balance of the property has to be dedicated as an outlot for future development. It cannot be further subdivided until sewer and water is available to the area and would be developed in a PUD standard.

He stated Engineering has made recommendations for easements on the property and recommends standard perimeter drainage and utility easements around the two lots and the perimeter of the site. There are two regional basins on the site, Engineering recommends an easement area be dedicated to protect the regional basin areas. There is a future Lift Station that could have an easement dedicated there. Engineering looked at the potential for a future collector road, that is in a conceptual stage. The main items Engineering is looking for dedication would be the regional basin and perimeter easements. Those items are listed in the conditions of approval in the Resolution. The Planning Commission reviewed this item and felt the need for any easement

should be deferred for when the outlot is platted and not to dedicate any easements around the regional basins. The perimeter easements should be dedicated. Planning felt the regional basin easement could be done at a later date. Staff recommends a Resolution for Council that would require all easements recommended by the Engineering Department.

Mayor Bartholomew questioned if it included all of the easements, but not the 40 foot right of way. City Planner Hunting agreed and stated it would exclude the 40-foot ½ right of way that would be for a future collector street, due to uncertainty of where the alignment might be.

Councilmember Murphy asked why the Planning Commission felt it would be fine to wait on the regional basins. City Planner Hunting responded he was unsure but felt it could be because it is dedicated as an outlot and cannot be built on. Engineering would like to get those easements in place now because they are important regional basins. If the Applicant is platting the property that would be the time the city should get those dedicated.

Mark Welch, G-Cubed Engineering, Representing the Applicant who is also in attendance, Travis Callstrom (Applicant), 8308 Alverno. Mr. Callstrom prefers not having to dedicate the 40-foot easement. He said the outlot is not developable. They are subdividing two properties that already exist. They have separate utilities, well, septic system, two separate dwellings. He said they are just creating two separate ID's and addresses.

Mayor Bartholomew stated Engineering is not requesting the 40-foot road dedication, they are requesting the easement around the wetland areas. He asked if Mr. Callstrom was for the easements around the ponds or not.

Mr. Welch stated he was unable to attend the Planning Commission meeting, but Mr. Callstrom was there. He said before that meeting, he recommended some items. One of them was not to dedicate any right of way now, it was premature. He said the City Planner did a great job of describing this process. The outlot would be dedicated as a piece of property that could be developed at a later date. He said the requests for the easements around the ponding, Lift Station, and the 40-foot dedication of right of way was premature. His understanding was that those items were stricken off at the Planning Commission meeting. He stated a letter was written on August 2nd from City Engineering showing Item #1 still requests the 40 foot right of way. Mr. Welch stated requesting the 40 foot right of way at this point was extremely premature because there is no official street map. He said they know at some point, when Outlot A can be developed, they would be back with a plan that has a street layout, utilities, and stormwater management ponds. They would like to keep Outlot A as unencumbered as possible. Even the drainage easements across the ponds could be removed if needed in the future. They are not needed now because Mr. Callstrom cannot do any work within the ponds due to City Ordinances and State requirements for wetlands. He said it makes sense to hold off on any easements within the outlot. He said the Engineers letter also states perimeter easements on the outlot are not required, just perimeter easements within the two lots being created. He would like to see the outlot left unencumbered at this time until there is a development plan.

Mayor Bartholomew stated the Resolution in front of the Council does not have the 40-foot street dedication listed. Mr. Welch responded he does not have a copy of that Resolution. He asked what conditions were listed. Mayor Bartholomew responded the easements around the ponding areas are still in place, the 40-foot road right of way is not in the Resolution. Mr. Welch commented previously there was the requirement that the 40 foot right of way would require a separate agreement for a driveway that is already in place. He said he would like to have the removal of the drainage easements. The utility easements for the two lots are acceptable. He felt it premature to be doing easements for a Lift Station.

Councilmember Piekarski Krech asked if the easement for a Lift Station was listed. She believed that was off with the road easement. With respects to the drainage and utility easements, she would not be in favor of removing those because it drains to Marcott Lakes and she wanted to make sure that until there is a final plan for the area, no grading or work would be done to possibly denigrate the Marcott Lakes Chain. Mr. Welch responded there is a requirement that a grading plan must be issued before any work can be done.

Mr. Welch stated the Resolution reads "Drainage and Utility Easements shall be provided on the final plat" as identified in the memo from the City Engineer dated August 2, 2021. He said the August 2, 2021 memo includes the drainage and utility easements which state: "A 30-foot drainage easement shall be dedicated from the south right of way to the basin outlet for access of future utilities". He said there is another utility easement for the Lift Station.

Mayor Bartholomew stated the Resolution calls for drainage and utility easements, park dedication, and approval of the preliminary. Mr. Welch said it also includes the 30-foot drainage and utility easements for basin access. He asked if the city was going to start taking the maintenance of those basins on. Mr. Welch suggested the outlot not be encumbered with any easements at this time. There is no public benefit because there is no development other than following the Ordinance to create an outlot for future development.

Mayor Bartholomew suggested letting Engineering weigh in on that. He said the Applicant's concern is that they do not want any easements around the ponding areas because there is no reason for them. Mr. Welch stated any easement at this time is premature because they would have to work around them. He said there is no guarantee those would be vacated in the future. Mayor Bartholomew said the easements are not onerous nor in the way, they are cautious and prudent. Mr. Welch said if grading requires filling within the easement and future Engineers and City Council says that they cannot do anything with those easements it becomes an encumbrance on development. He said he felt the whole purpose of this portion of the Ordinance was to allow these parcels to be set aside for future development. Leaving the easements off allows for a clean slate. Mayor Bartholomew responded he understood, the issue is that somehow land gets moved out there and the city isn't aware of it, then there is a drainage issue. If grading is done without permission, it would be a violation. Councilmember Piekarski Krech stated once grading is done, it cannot be redone. She said this is for the Marcott Chain. They have done a lot and given up a lot to keep that chain of lakes pristine. She said she would not do anything that might damage that chain of lakes.

Mr. Welch stated in his opinion, asking, or requiring the easement is considered taking. It's taking away rights. If the city isn't going to maintain those ponds, he questioned what the purpose of taking the easements was at this point. He asked if an invasive species gets into that pond, if the city would go out there and cut it.

Interim Public Works Director Klay Eckles stated they are not premature in asking for easements. There is a property change. They would now have multiple property owners draining into the basin. It becomes a public issue if water problems occur in that basin. He said the city has been dealing with this multiple times in the last year. He said there is ample reason for the city to look at this and see the change. Impervious and new lots are being added which means more drainage to the basin. The city ends up being the caretaker and the ones that have to resolve problems occurring in landlocked basins. Having the landowner/developer provide those easements so the city doesn't have to acquire them in the future when problems occur, is a great public benefit. He believes there is strong justification for the city to require the easements.

City Engineer Tom Kaldunski stated there is a City Code that says at the time of platting they are supposed to grant the easements. Because they are platting, that is why the city has the ability in the Codes to say grant the easement. It is based on a study done in the middle 2000's. It is a very important chain of lakes. It is important to have those easements, this is the opportunity to get it. He said it can be said it's taking, but they haven't done development before in the community, they don't know the rules and regulations as well. He said they have been able to get many easements from many other property owners this same way. It's what the city has been doing since 2005. It is a regional basin; the city will get involved in its management at some point when it's necessary.

He responded about the easement for the Lift Station stating that was the access they request to get into the basin, it serves another purpose as drainage and utility. He said that was why they are asking for the 30-foot easement. It happens to be in the same location the Comprehensive Plan placed it. A Lift Station would be needed before any further development takes place on the parcel. He said when he spoke with the owner, the owner wasn't opposed to it, it's possible he changed his mind.

Mayor Bartholomew asked the City Engineer to expand upon the need for a Lift Station so the public can have an understanding of why an easement is needed. City Engineer Kaldunski stated the city has a Comprehensive Sanitary Sewer Plan that shows where sanitary sewers should go throughout the northwest area. This area has a lot of landlocked basins. 873 landlocked basins are in the community. With sanitary sewer, it has to go in the deepest location. This and another basin nearby are two places where it could go. If having the easement for the basin, and a road to get into it, they probably have a place to put the Lift Station. The purpose of needing a Lift Station is because this is a deep hole. He didn't know the exact number off hand but would guess it to be about 20-40 feet deep. If measuring the ground around it, the high ground that could potentially be developed someday, and where the Lift Station is, the Lift Station will serve many others in the area. The conceptual draft shows what could happen someday or may not. He said Hoisington Koegler, the Planning Department, and himself developed the information. Bolton and Menk were also involved.

Mayor Bartholomew stated this allows access to a Lift Station/place for a Lift Station and access to the ponding area.

Mayor Bartholomew stated it was mentioned by Staff that Ordinance allows placement of easements around ponding areas. City Attorney Bridget McCauley Nason responded both Minnesota Statutes, the Subdivision Ordinance, and the City Subdivision Ordinance, allow the city to require dedications of drainage and utility or roadway easements at the time of subdivision. During the time of subdivision, there is an ability for the city to require these particular easements. She responded to the question about needing them now or later stating it is outside of the legal realm, more the practical realm. The city can require dedications of easements as part of the subdivision process.

Interim Public Works Director Eckles addressed the right of way and stated Staff respects their views regarding the right of way. If not receiving the right of way for the potential road, they would likely want to at least get an easement to make the connection to the Lift Station easement. If not receiving the roadway right of way, should get a section of equivalent drainage and utility easements in a portion of that area. If Council approves, he suggests a slight Amendment to the approval subject to the easements as shown plus additional easement to bring the connection out to the right of way.

Mayor Bartholomew stated the Applicant did not want the 40-foot roadway easement. Now they are discussing the easement for the Lift Station. Interim Public Works Director Eckles responded the easement for the Lift Station assumes the right of way would be dedicated. If not dedicating the right of way, the city should request some drainage and utility easement where the right of way would have been. Mayor Bartholomew questioned if it is wanted to go further out to where a road may be. The Resolution requests the easement for the Lift Station now, he asked if Staff is requesting more. Interim Public Works Director Eckles responded he wants to make sure the Resolution speaks to the necessary easement without the road.

Mayor Bartholomew said #2 states drainage and utility easement will be provided at final plat. City Planner Hunting stated there is a 30-foot-wide easement DNU, running to the future Lift Station. It was anticipated, if public right of way was dedicated 40 feet wide, that would be the access from Alverno to get to the easement point. If not receiving dedication of public right of way, it would be private land from Alverno to the Lift Station. He believes what Engineering is saying is that there should be dedication of easement to get to the Lift Station easement.

Mayor Bartholomew questioned if that was what the Resolution contemplates. City Planner Hunting responded it does not. It would have to be new, specifically mentioned. It was not in the City Engineer's memo.

Interim Public Works Director Eckles stated the Applicant pointed out that the easements encumber future development opportunities. He said that is not the case. If a potential developer came in with plans for the site with a different layout, a better layout for where the Lift Station should go, or a different roadway consideration, that can be addressed and realigned in a future plat. The request tonight is the minimum that would work for today's conditions. He does not believe this locks things in, or somehow damages their ability to use their

property for future development with the easements. He said it does put an encumbrance on the property but also protects their property in case of flooding, if access is needed to serve the basins.

Mr. Welch stated the Lift Station is still on there for #4. He said they are trying to follow the Ordinance. The Ordinance says there can be requirements at the time of platting that drainage easements be drafted. He asked if there was an Ordinance that requires the dedication of a utility easement, proposed, not planned, for a Lift Station. Interim Public Works Director Eckles responded the request asks for drainage and utility easements for the public purpose discussed. This would allow the city the ability to serve landlocked basins. Staff believes this to be the minimum amount of easement necessary.

Mr. Welch responded these are not new homes, they have been in the area for decades. He understands the drainage easement, it's part of the Ordinance. The question is about the utility easement which is specific for a Lift Station. He said the City Engineer's letter states with a Stormwater Management Plan the easements for drainage could be modified. That doesn't cover the Lift Station. The Lift Station is utility easement specific, not a drainage easement. Interim Public Works Director Eckles responded they are asking for drainage and utility easements throughout the site, which is standard practice. Mr. Welch asked if there was an Ordinance that requires the dedication of a utility easement for a Lift Station.

City Attorney McCauley Nason stated Code references drainage and utility easements. There are several references within the Code with respects to easements. Under Design Standards "utility and drainage easements mentioned across lots or centered on rear side lines shall be provided for utilities where necessary and shall be at least 10 feet wide". She said she would need more time to find all of the references within the Code. Typically, easements are called drainage and utility easements.

Mayor Bartholomew stated he believed they have heard from Staff that this is considered both because it allows access into the drainage areas if needed, and it could, if needed, become a utility easement. City Attorney McCauley Nason responded there is standard language used for both drainage and utility purposes

City Attorney McCauley Nason stated the Council is being asked to consider three things:

1. The recommendation of Engineering to include right of way.

She said as Interim Public Works Director Eckles mentioned, if having the right of way, then the 30-foot drainage and utility easement would connect to the right of way dedication.

2. To not require the dedication of roadway at this time. To make that 30-foot drainage and utility easement work and be accessible, it would have to be extended out to the road.
3. To just approve the plat with the requirements for the drainage and utility easements per the Engineer's August 2nd memo shown in #2, #3, but not in #4. Meaning there would not be a 30-foot drainage and utility easement for access to the basin and future utilities.

She noted Item #3 is not the recommendation of Staff.

Mr. Welch stated the question still remains about the utility easement. Once that's platted it doesn't necessarily have to be used for a Lift Station, it could be for other uses. Utility easements are very broad. He feels it's premature without having a plan for a Lift Station. He said the purpose of this is so the property can be cleanly developed in the future. Mayor Bartholomew responded that is their intent, for it to be done cleanly. Mr. Welch stated at this point there are a lot of questions about other utilities, access to the street. Putting this on the plat now could become an unnecessary burden. Once the easement is in place for a Lift Station, it is more than likely the place everyone would say the Lift Station would go. Mayor Bartholomew said the Comprehensive Plan states it is a possible place for a Lift Station.

Mayor Bartholomew stated there are three items:

1. Final Plat
2. Preliminary Plat on the Resolution.
3. Drainage and Utility Easements as provided on August 2, 2021.

He asked if that was correct. City Attorney McCauley Nason responded the Resolution has that as a condition of approval. The drainage and utility easement shall be provided on the final plat as identified in the memo from the City Engineer dated August 2, 2021. As indicated, the right of way is not dedicated, not required as a part of the plat, the utility easement becomes an easement to nowhere, not sufficient. She said the Council would either have to remove it as a requirement or extend it so it would at least cover access.

Mayor Bartholomew asked if the entire square pointed out by the City Planner was being contemplated or just the 30-foot section. Interim Public Works Director Eckles responded 30 feet would be sufficient to serve the stormwater.

Councilmember Murphy asked if it needs to lead to a street. It is not one of the conditions but is being considered to add. He asked where it needed to go. Interim Public Works Director Eckles responded they are trying to get it to the limits of the property. For example, a Lift Station would have to be built tomorrow, to serve this basin they would like to not have to go through an acquisition process with the property owner. What was originally submitted would have allowed that. Councilmember Murphy asked if it needed to get to a street to get in. Interim Public Works Director Eckles responded they may need to go beyond this, but this is as far as they would go with this property owner.

Councilmember Gliva requested clarification stating they are going from the beginning of the driveway through the length of the property. She asked if they were going to the neighboring property, or if that was where the easement should be. Interim Public Works Director Eckles referenced a diagram and responded the area highlighted would need additional easement, not necessarily the exact spot indicated. City Planner Hunting responded it would be narrower at 30 feet.

Councilmember Piekarski Krech asked if the part they were talking about is an easement for the driveway. City Planner Hunting responded the Applicant would have to create a driveway easement for the two lots to use the shared driveway out.

Mayor Bartholomew stated the Resolution does not request the 40 foot right of way for the road, but because they are not asking for the right of way, Staff is suggesting to continue the drainage and utility 30 feet from the pond, out to the property line.

Mayor Bartholomew stated the Resolution would need an Amendment to add the additional 30-foot drainage and utility out to the property line from where the proposed Lift Station would be. City Attorney McCauley Nason agreed. Mayor Bartholomew said he doesn't want to be in a position where they have to scramble to put a Lift Station in. If the Lift Station doesn't go in, there is the ability to vacate any unused easement. He said he would support the Resolution with this Amendment and allow the project to go forward.

Mr. Welch said he has not heard this is a part of an Ordinance requiring the utility easement. The Ordinance is set up so there could be future development. He said this is a blanket easement that would be platted with rights across it. Before going further, he wants to know if this is something that is in the Ordinance and is acceptable for the city to do, otherwise he would like it as a separate agreement. A separate easement agreement specifically for a Lift Station and access to a Lift Station. Once it's platted as a utility easement with the revocation they would have to go back through, he questioned what says the city doesn't give an easement to one of the utility companies and they have a line in the utility easement. Then there is a problem and have to keep the easement in place. He said he doesn't see how identifying a utility easement at this time is beneficial to the future development of the property.

Mayor Bartholomew directed the question to the City Attorney if this can be done by Statute, is it permitted. City Attorney McCauley Nason responded it is permitted. If the Applicant has concerns, one option would be for the Council to continue the item to the next meeting or the following meeting. Staff can prepare a memo and work with the Applicant to identify more clearly where the proposed drainage and utility easement would go out to Alverno Avenue. This is so it would be clear what the request would be if it is not going to include right of way. She stated the second 60 days would run to October 5th. There is time for the Council to research and make sure

there is an understanding with the property owner, Developer, and Staff what those requirements are and where they are based in the Code.

Mr. Welch stated in 20 years he has never given up an easement there wasn't a purpose for, something specifically planned for, understanding it could be in the future. He said he has never given up an easement for a hypothetical Lift Station. He said the Lift Station shown doesn't match up with the Comprehensive Plan. It shows it further. He understands why they request it on the edge but are cart in front of the horse here.

Mayor Bartholomew disagrees, he said they believe they are doing the right thing for the community.

Mr. Welch stated the Lift Station shows it's pumping to the north. Building a Lift Station where shown does not have a location to pump it to. They don't have all the easements to get the sewage to the Lift Station. He said this is premature. Mayor Bartholomew suggested doing what has been suggested and tabling the item until the next meeting.

Mr. Welch asked if they could get a separate easement agreement for the Lift Station. City Attorney McCauley Nason responded no. She understands they may not want to wait a month. It could be tabled until the next meeting, August 23rd. For all parties concerned it may be beneficial to table it for two weeks, provide information to the City Council, have conversation with the Developer regarding the city's basis for the request, and see if they can reach clarification before the next meeting.

Mr. Welch stated he would like clarification on the Ordinance portion that allows for an easement for utilities without having a known use or plan for it.

Motion by Murphy second by Gliva to table the following requests by the Applicant for property located at 8308 Alverno Avenue;

1. An Ordinance rezoning the property from A, Agricultural to Agricultural Planned Unit Development.

2. A Resolution 2021-214 relating to a Preliminary Plat for a two lot and one outlot plat to be known as Carriage Heights until the August 23, 2021 meeting for clarity on drainage and utility easements.

Ayes: 5

Nays: 0 Motion carried.

E. BUILDERS LOT GROUP (PELTIER RESERVE) - Consider a Resolution relating to the Final Plat, Final PUD Development Plan, Development Agreement, and related agreements for the plat of Peltier Reserve. Project located at 7250 Argenta Trail and 1266 70th Street. Resolution 2021-215

City Planner Allan Hunting discussed the application for final plat, final PUD development plan for the Peltier Reserve project. There would be a total of 125 lots, 12 outlots, includes 123 new building sites, one of the lots would be the future apartment building and the other lot would be the existing Peltier homestead site (the house would remain). The plans are consistent with the preliminary PUD plans. There are minor changes to the roadway system: 72nd and 71st have been adjusted to minimize impacts to existing landowners. He stated the City Engineer had sent an email to the Council on July 20th to explain Engineering's position.

He stated tree preservation has been an outstanding issue that would be resolved by the Developer. The Developer would install perimeter buffering and street trees. The homebuilders would install the other trees on individual lots. This would satisfy tree preservation requirements. The plan for parks depicts the park area where previously discussed. The park area would be dedicated with the plat and identified as an outlot. An area would have full buildability for structures with some play space under the utility easement. This is consistent with the plan. The Parks Commission is continuing to review the land area and type of improvements. The first meeting would take place on August 11th.

He said the Resolution had a modification to Condition #4, and an addition of Condition #5 clarifying cash contribution requirements. Park and Recreation will determine their recommendation, the City Council would act on that at a later date when the information is provided. He stated the lot is recommended to be platted as an individual lot instead of an outlot, so it opens up opportunities for improvements on the area outside of the easement. It expands on Park Dedication requirements. Even though Lot #13 is being platted for a future apartment, their Park Dedication requirements would be paid at the time of the Building Permit for the development and not required at this time.

City Planner Hunting stated with those changes from the original Resolution included in the Council packets, Staff recommends approval of the subdivision lot layout and street design as proposed.

Councilmember Murphy asked what it would look like for the park to be on top of the pipeline easement. He asked if it would be covered with grass. City Planner Hunting responded it would likely be covered with grass, the Parks Commission would determine what they could do on it. Play equipment couldn't be placed on it but could be open space. There is a trail that goes through the area.

Mayor Bartholomew mentioned the trail would be hard surface. City Planner Hunting agreed. The Parks Commission could have further trails through the area. It is conceptual potential for equipment in an area. This isn't determined as a part of the approval tonight; it would be seen by the Council at a later date.

Councilmember Murphy asked if there was a total acreage amount of where the equipment and grass area was. City Planner Hunting responded he doesn't have that broken out yet. He believed it could be 2 acres or more. Councilmember Murphy stated he was asking because he couldn't seem to locate the information. He thought he saw one acre when originally it was over two. City Planner Hunting responded the whole area is still consistent with slightly over two.

Mayor Bartholomew asked for the context of the alignment for this project and the decision on where it is coming out onto adjoining properties. City Engineer Kaldunski responded there is a connection on Amana Trail that goes up through the north, comes to the County Road and would hit other parts. He discussed the alignment of 72nd Street which would eventually tie into Allen Way further to the north and the Canvas Development. In another location 72nd Street would connect and tie into Archer and go up through Vistas all the way through the ponds on 70th Street. It is a very major east/west road. An earlier concept showed a potential road going in a direction in which residents spoke out against the alignment and adjustments were made. 72nd Street would stop short about 150 feet from the intersection. That is the recommendation from Staff.

Mayor Bartholomew asked what it was short of. City Engineer Kaldunski responded it would be short of the property line by a couple hundred feet. It gives flexibility for things in the future.

Councilmember Piekarski Krech referenced the diagram shown and asked if the line indicated in orange represented the proposed 72nd Street. City Engineer Kaldunski responded yes, it was for the future, yellow is what they would be building with this project. He noted there would be a temporary access built at a location so the southern portion (Phase 1) would have two ways in.

Mayor Bartholomew asked for further information about 71st Street. City Engineer Kaldunski responded 71st Street originally came straight across. There is a trail there now. The adjustment was a small portion. There were two potential locations where 71st would be, but nothing going east at this time. He stated to keep in mind, with the County project, they will be building in less than a week. There will be a new roundabout in the area. Experts that have looked at this have said they don't want traffic coming out at 71st Street that close to the roundabout. In regard to visibility, there is a large power pole, there is a better location that has better site distances with the county project.

Steve Soltau, Builder's Lot Group, stated he also has Melvin Moore and Dwayne Sikich with this evening, also from Builder's Lot Group. Mr. Soltau stated it is a bit challenging to be here on a final plat. For him, the final plat is

very straightforward, it is approval of something that is consistent with the approved preliminary plat. He said they are also acknowledging the conditions of the approval, plans, requirements to the various departments, and the approval that would be coming relative to the Park and Recreation item that has been added.

Mayor Bartholomew asked Mr. Soltau if he has read the Resolution with the Amendments. Mr. Soltau responded they have read the Resolution. In a typical final plat approval, they acknowledge the elements of the Resolution and approve for filing the document with the County.

Mr. Soltau stated what they are before the Council for is a bit of a challenge because they came through Planning Commission with a 4/4 split decision, resulting in denial of recommendation for approval. He stated it seems there are questions they would like to address. He would give a presentation on what he feels would put what they are presenting into context. He said this has been a challenge. The northwest area zoning adds a component to the development process that brings in a certain level of subjectivity. They have challenges because there is conflicting interest. He stated Engineering may want a 45-mph collector street, where they try to balance that with saving trees and reducing the impervious calculations. The presentation was given regarding the Peltier Property located between Argenta and 70th:

The first concept plan they submitted was shown, he stated it may be more consistent to what they may want for the area. It includes:

- 60-foot lots. 90 lots with a 160-unit apartment complex

This was presented to Staff, went through the design review process, came back, and said it was good, but not good enough, not consistent enough with the northwest area objectives. He said his group started digging into that further and discovered the northwest area framework:

- 2040 Comprehensive Plan
- Area Zoning Ordinance
- Expansion Area AUAR
- Area Collector Street Plan
- Engineering Specifications
- County Roadway Systems: 70th and Argenta

He stated there is a sense that some of this starts to conflict. They ended up laying out an exhibit to their site constraints:

- Pipeline
- Power Lines
- 70th Street
- Argenta (realignment is planned)

What doesn't reflect is the third dimension, the property goes up and down and has very challenging topography. All of those development constraints are taken into consideration and continue to move forward.

Guiding off the Land Use Plan, their property has 3 different density guiding's:

1. Mixed Use (12+ units per acre)
2. Low Density
3. Medium Density

There were able to evolve with a plan. They take their plan and overlay it onto the land use guiding and are challenged to produce what the capacity of the land is. He said part of the northwest area objective is to capture enough revenue source and recognize that the land is a resource for the community. If underutilized they are not maximizing the revenue brought forward to help pay for the infrastructure that is committed to. He said there is the obligation under the capacity plan next to what they are presenting, they have to come close to that capacity or they would be penalized because they have to meet the objectives for the financial obligations of the area. He said that resulted in the evolution of the new plan:

- Smaller lots
- Larger lots
- Larger lots in the corner

This was done before the realignment of the road known as 72nd. This was presented at the last meeting. When they had a meeting with the City Engineer and the neighbors about the realignment of the roadway system it came as close as they could with the pipeline easement. They brought it further north rather than south. They

worked with the Developer who is working on the Fleming Property, the neighbors to the east, and the Engineering Department.

He discussed the narrow lot component:

This is a product that could be attached townhomes or narrow lots. Setbacks are consistent with what Argenta Hills has. Has a detached single-family product rather than a townhome. It is found to be more attractive and well received in the marketplace. It is believed it to be an attractive alternative. Detached works better with the grade challenges of the area.

Street Alignment was discussed:

- Follows the Comprehensive Street Plan
- Puts intersections exactly where guided
- Have worked to modify
- Made accommodations that are still consistent with the Preliminary Plat

They have worked with the county with trail alternatives. There is a Park component:

- Total of 1.22 acres, revised to 1.4 for the active component to the south.
- It is over a pipeline. From the surface nobody would know the pipeline was there.

Melvin Moore, 14560 Wilds Parkway, stated in conversations with the Parks Director, there is a parcel across from the current proposed park location that would be in addition to the current space, resulting in more than the 1.4 acres. It is still undecided at this point but still on the table.

Councilmember Piekarski Krech commented those were both outlots in the original plat. Mr. Moore responded the parcel still under consideration was for future lots but are stubbing water and sewer there with an expectation of owning the corner at some point. They would be yielding more lots.

Councilmember Dietrich asked if it would be more around 2 ½ acres if adding that in. Mr. Moore responded the frontage is roughly 125-130 feet, corners are 135 depths. He would have to do the calculation to give an accurate number, at this time he was unsure of the actual total. Mr. Soltau stated they agree in concept to the formula that is a part of the Resolution for the calculation.

Councilmember Murphy asked for clarification surrounding the concern about narrow lots, being that Argenta Hills was mentioned. He asked if it was the same as Argenta Hills. Mr. Soltau responded the side yard setback is the same as Argenta Hills with 5 and 5. Councilmember Murphy asked how the lot was different. Mr. Soltau responded these are smaller lots. Some are 36 and 38 feet wide. Zoning and guiding addresses that. Guiding calls for a mix of product. There is mixed use with a density of 12+ units per acre, low density, and medium density residential (this is where the 26 and 38 foot lots would be). There is an obligation to bring more to get to the density count that is a challenge of the Northwest Area Ordinance.

Mr. Moore stated from a zoning standpoint, Argenta Hills was low density, this area is medium density. When they first brought in a plan it matched up exactly with what occurred in Argenta Hills. That plan was requested to be revised by Staff. As they went back and revised the plan, this plan came forward to match up with the different zonings and different locations on the site.

Councilmember Murphy asked when the plan was revised, if the lots got smaller. Mr. Moore responded some lots got smaller. They were smaller in areas where guided to be smaller. Lots stayed the same where guided for lots to be the same. Some lots are larger. Lot sizes range from 50, 60, to 75's. Some lots are larger than what is in Argenta Hills, but in an area considered for low density. In the area considered medium density, lots were revised to meet that particular style of homes.

Councilmember Piekarski Krech stated they do not have single family homes on 36-foot lots, there are townhomes. She questioned if they were single family homes. Mr. Moore responded they are single family detached property. They would be considered Villa's, a townhome style product.

Mayor Bartholomew asked if the density has changed from the preliminary plat. Mr. Moore responded they are the same. Mayor Bartholomew stated they have gone over size and requirements. The preliminary plat has been approved. He wanted clarification whether something had changed, more had not been added, lots have not been condensed in size. Mr. Moore agreed with all points given. Mr. Soltau said they have actually gone down from what was approved in the preliminary plat. The narrow lot product is similar in layout of the home itself to an attached product but detached.

Councilmember Gliva asked if the Villas have basements. Mr. Soltau responded with grade conditions some have a basement, some with walkout, some with lookout. Dwayne Sikich, Builder's Lot Group, stated every home in the development has a basement. Some are walkouts some are lookouts; some are multi-level modified two story. Given the grade, basements are required. Mr. Soltau stated it would be very difficult to have an attached product in this location, these would be a better-looking product.

Mayor Bartholomew asked if the Fire Marshal has looked at these and approved the lot size, separations, and if it meets all Fire Codes. Mr. Soltau responded yes.

Marius Dina, 1234 70th Street, stated he sent the Mayor and Councilmembers an email on July 12th. He said they were not consulted with how to do the new plan. He said the current proposal for 72nd is going right through his property. He said there were questions about how close it could go to the pipeline. He did not believe the pipeline company has been consulted to his knowledge. He said his proposal gives the city flexibility. He stated the terrain is not friendly to build a road from 72nd Circle. It goes up roughly 75 feet and is steeper than current 70th Street, which will be knocked down. He said they cannot knock down this location. He said he would not allow the road to go through his property. He referenced a part of the road that was not located on his property and stated that would sit there for 30-50 years and never be utilized. He wants to work with the city to actually make this happen, but not in the current form.

He said his proposal is very simple, his neighbor to the north is in 100% agreement. His proposal would be to leave an empty lot and allow another lot further away empty, to be able to get 72nd. He said in looking at the layout he is referencing, it may make sense to eliminate a lot in a different location, and shift properties down one lot. If additional density is needed, he suggested adding more to the apartment building. He said he felt there were ways to work around this and actually allow the city to make the road happen. He has worked with Mr. Soltau on some of this, but Mr. Soltau did not work with him when the second plan was put in place. He asked to make sure there is another option to run it, it was not a big modification to the current plan.

Brad Kirschenheiter, 1230 70th Street West, stated he is Mr. Dina's neighbor to the south and has been supporting him on this issue. He agrees the current road shown is an eyesore to Mr. Dina. He agrees blocking off an area is a good option. He said a couple of months ago when the City Engineer visited them at their properties, one thing mentioned was that it would be an option for the Applicant to run the road tighter to the easement and cut off less of Mr. Dina's property line. He wanted to ask the Applicant if that has been addressed. Mr. Moore responded the pipeline company will not prevent any permanent structures over their easement. Interim Public Works Director Eckles responded to the comment of the eyesore. In this case, they have worked with the Developer to withhold building that stub of road. The Developer would pay to have that built in the future. That is included in the Agreement.

Mayor Bartholomew stated the Developer has done a great job and brought forward a great project. He believes the adjacent landowners are being considered. There would be no construction, and if there were, it would be at the cost of the Developer. He felt this was a good development that adds the density needed, a good product, meets setbacks and bulk standards.

City Attorney McCauley Nason added one clarification stating there is a revised Resolution that has additional language for Park Dedication fees. It is regarding payment timing of the Park Dedication fees. Having Outlot L platted as a lot allows the city additional flexibility if wanting to put a building on the park property in the future. She added clarification on #5 stating it should read "Paragraph 6 of Exhibit E of the Development Contract shall

be amended to read ", and the following language to clarify that the park contribution fees depend on the zoning of the property. In the Development Contract, the R-1C zoned property is \$2,850 per unit and the R-3B and R-3C zoned units would pay a cash contribution amount of \$4,000 or \$4,900 respectively per unit. She said all this would need to be worked out once it is finalized what the Park Dedication would look like and what the credit is. The fees would be calculated based on what is in the fee scheduled based on the zoning.

Councilmember Gliva asked what would be held back for future development cost. She asked if that was 71st Street. Interim Public Works Director Eckles responded based on feedback during the preliminary plat, Staff met with residents in the area, understood their concerns, and came up with an alternate layout that would provide easy access and development potential for their property in the future without causing any immediate impact or access to their property as a part of this project. As a part of that, it was required the Developer provide a stub street to their property. Feedback came back saying they didn't want that. Instead, Staff elected to require the Developer plat the future road extension, not build it, and provide funding to build it in the future. This allows them to avoid building a road not currently needed, but also provides flexibility if there is a change with future development. It could be altered at that time.

City Planner Hunting displayed a photo of the area stating he believes the road would be built until a point eastward. The city would collect, through a Development Agreement, the cash requirement to have the money to pay for it whenever it develops.

Mr. Dina stated if what was shown is the case, he is happy with it. There is no stub, and the road is rounded. Councilmember Murphy said he constantly struggles with density in the northwest. He liked what they have done with the streets, feels it is a good addition. He hopes the Council can revisit the density issue in the future and work on it further. He said he would support this.

Mayor Bartholomew agreed. He said density is always a question. He said further work could be done on what they could do to mitigate density, fully understand the obligations, and what it would be to the taxpaying public. He said he feels this is a good development. He fully supports.

Motion by Murphy second by Piekarski Krech to approve with all Amendments as stated by the City Attorney and with the input received from Mr. Dina and his neighbor for Resolution 2021-215 relating to the Final Plat, Final PUD Development Plan, Development Agreement, and related agreements for the plat of Peltier Reserve. Project located at 7250 Argenta Trail and 1266 70th Street.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Kathryn Domagall, 3738 Conroy Trail, stated she did not know crack seal and sealcoat were two different things as far as payment. She requests the city not pay the crack seal in full because Conroy Trail was not done completely. There are two small sections that were not done because cars were parked there even though it was signed no parking. The Contractor chose not to tow those cars.

Mayor Bartholomew stated he would request Staff to go out and look at the area. Ms. Domagall responded she has spoken with the City Engineer who agrees that it has not been done. This took place on July 14th. She said he was supposed to get back to her as to what would be done. She felt it was too late to finish this year but said as long as the city doesn't pay for what hasn't been finished, she does not have a problem.

Mayor Bartholomew asked City Engineer Kaldunski if he would like to address this item this evening, or via email. He asked the City Attorney if this could be discussed during Public Comment. City Attorney McCauley Nason responded it was fine to discuss.

City Engineer Kaldunski stated the Contractor is contractually required to do the work. He has been told he needs to come in and do the job. Staff will insist he does the work. If the Contractor does not do it, he would not be paid for anything he did not do. He said it needs to be done before sealcoating next year. It is on the list of things to do; he would discuss with Staff about getting this done. In the worst case, he would discuss with the City Attorney on how to pull their Performance Bond.

Benjamin Stone, 1378 66th Street West, Settler's Ridge Development, stated he has lived in the city for 18 years. He thanked the Council for doing a really good job. He has been following what has been done with the Comprehensive Plan for years. He said at the last City Council meeting he spoke in opposition of the At Home development behind his street. He said he made the comment that at certain times of the year he would be living in the building's shadow. He said he believed that may have been taken as hyperbole. He said he can show that it is not. He said when given the opportunity to respond At Home replied, "the suns would be 45 degrees, the shadow wouldn't even cross the street".

He showed a diagram looking northeast over the apartment building. His house is in the shadow along with several of his neighbors. He showed what that would look like at 9:00 a.m. Then at noon, he would still have a shadow in his yard. He showed 3:00 p.m., now the other neighbors have their backyards blocked out. He displayed a photo of what it would look like out his back patio doors, the apartment building is very big. He said he knows there is discussion about tree coverage. He said the reason the apartment building is where it is, is due to the views downtown. It's the highest point in the area. He said he doesn't believe the view of downtown Minneapolis was going to be as nice when you have a view of a pine tree right out front. He doesn't believe they are interested in trying to cover this up with trees.

He stated it was suggested he look at neighboring communities for examples because apartment buildings and homes are often intermingled. He was able to find 17 apartment buildings in Inver Grove Heights. To do this, he drove around a lot, looked at maps. He said the closest example was 170 feet. This is 164 feet. The example was for an apartment building built in 1970 on the north side of the house with a line of trees, a shorter building. Not a good comparison. The average distance from homes to all apartment buildings was 429 feet. He looked at Eagan, there were so many apartment buildings in Eagan, some have homes near them, but in looking at records, those homes were built after the apartment buildings. He said he looked at West St. Paul, there was not one example in the last 25 years for an apartment building being built on a vacant lot this close to existing residential homes. The average distance was closer. They were at 293 feet. Not near with what At Home is proposing.

Mayor Bartholomew suggested Mr. Stone send his notes to City Clerk Kiernan who would get them to the Council. He also requested Mr. Stone send the slideshow.

Mr. Stone requested the Council check out the parkland being proposed. He was excited about it until he walked it. It is very steep and filled with garbage, gas cans, layers of compost and trash. He asked for a full tree inventory. At Home has done a sampling of trees. There are many heritage trees on the site, hardly any are listed on the inventory. He said if there are 250-year-old trees there and it's going to be clear cut, he felt they should at least know.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Dietrich thanked Public Safety for going out on Night to Unite. She had a lot of residents that were very appreciative of seeing Police and Fire.

Interim Public Works Director Eckles stated on Wednesday, August 18th, 7:00 to 9:00 p.m. in Council Chambers there will be a landlocked basin presentation and open house. He suggested inviting anyone who has issues with landlocked basins and stormwater ponds in their backyards.

Mayor Bartholomew asked if this information would be included on the website. Interim Public Works Director Eckles responded it would be.

Councilmember Gliva said she was unsure if the Council would receive an update with where things are at with At Home prior to the next Council Meeting. Receiving information ahead of time would be really appreciated. Interim City Administrator Heather Rand responded Staff would try to get that information to the Council as far in advance as possible. She said she checked with the Developer today who said they were still exploring options. There is nothing to update as of yet.

9. EXECUTIVE SESSION:**10. ADJOURN:**

Motion by Dietrich second by Gliva to adjourn the meeting at 8:12 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 23, 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, August 23, 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, City Planner Hunting, Interim Public Works Director Eckles, Fire Chief Thill, and Associate Planner Botten.

Also Present: Leanna Stefaniak, At Home Apartments; Pete Keely, Collage Architects.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A.**
 - i. Minutes from the July 12, 2021, City Council Meeting.
 - ii. Minutes from the July 26, 2021, City Council Meeting.
- B. Resolution 2021-216** 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. **Resolution 2021-217**
- E.** Consider **Resolution 2021-218** 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 2021-219** 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 2021-220** Approving Sanitary Sewer Easement Agreement for South Grove Townhomes Development (MI Homes).
- I.** Consider **Resolution 2021-221** Authorizing 2021 Budget Adjustment for Fiber Projects.
- J.** Approve **Resolution 2021-222** 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 2021-223** 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. **Resolution 2021-224**
- M.** Consider Approval of **Resolution 2021-225** Authorizing Purchase of Easements Over a Portion of the Real Property Located at 6680 Robert Trail South.
- N. Resolution 2021-226** Approving City Estoppel and 2nd Amendment to Supplemental Regulatory Agreement.

Mayor Bartholomew requested pulling Agenda Item 4L.

A participant from the audience requested pulling Agenda Item 4K.

Motion by Murphy second by Gliva to approve the Consent Agenda with the exception of Agenda Item 4K and 4L.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4K. Approve Resolution 2021-223 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.

Mark Stangl, 10120 Cloman Path, stated he, and many of the neighbors are concerned about the road leading out of the new development coming out onto Cahill Avenue on a very sharp curve. He said his concern led him to request a copy of the Traffic Study from City Planner Allan Hunting. After reviewing the study, he said the new road leaving the development meets minimum standards for stop site distance. He requested handing out Page 4 of the Traffic Study to the Council.

Mayor Bartholomew suggested he give copies of the handout to City Clerk Rebecca Kiernan.

Mr. Stangl referenced Page 4 of the copy stating there is a problem with the Traffic Study in which he highlighted in yellow. He said the evaluation used a passenger vehicle for the design study, he believed that to be a major flaw. In reality this is a truck and school bus route. For example, 10 school buses go by that intersection every morning and afternoon. It's also a route for semi-trucks and large tanker trucks. Trucks go down Concord and cut across to go to the Truck Stop. He said a passenger vehicle weighs 3,250 pounds, a school bus weighs 30,000 pounds, and a large truck weighs 80,000 or 4 tons. A large heavy vehicle would require more breaking distance than a passenger car. He asked to picture someone pulling out of that development in the winter, hitting a patch of ice, sliding a bit onto Cahill, and a semi-truck coming around that curve without enough time to stop. He commented that at the end of the road is a large elementary school with over 500 students. That route is used every day. He said he believes they can do better than what is proposed.

Michelle Horsch, 10175 Cloman Path, agreed with Mr. Stangl's comments. She said there is a Truck Driving School and lots of truck driver's coming through there. She said even tonight when coming to this meeting, those trucks cannot make that corner on Inver Grove Trail and Cahill, she had to back down the road into someone's driveway so the big truck could make it through. She is worried about kids crossing the road especially when it's darker in the morning.

Interim Public Works Director Klay Eckles stated this Agenda Item is for the Final Plat approval. Part of the Preliminary Plat approval involves a number of Engineer's that review the initial plans. Early on, there were concerns raised about the intersection with site distances and traffic speeds. As a result, the city required the Developer submit a Traffic Study with a qualified Engineer specializing in Traffic Analysis. The study was provided, Staff reviewed and found it to be incomplete, and asked for additional information. An Amendment was provided to that study. He said there were still issues raised by citizens regarding the intersection, so the city hired their own Engineer to do a second Traffic Study. The result of the second study found the intersection is satisfactory and meets minimum requirements for the design.

He addressed Mr. Stangl's comment about meeting the minimum as a poor standard. Traffic analysis is a pass/fail, if they didn't use that, they would have inconsistency in the analysis throughout the system.

That could lead to less safe roadways. He said the universal rule in traffic engineering is to follow what they refer to as the "green book". The green book is used by all Traffic Engineer's to have a consistently designed system that driver's expectations are met. This is how they get to safe roads. A standard set of criteria is used across the board. That's what they did here. He stated there is one Engineer on the Developer's side and three Engineer's on the city side that all see this is similar to other intersections across the city that have been designed using the green book approach. While the intersection may not be ideal, there could be hundreds of intersections around the city that are not ideal. Drivers need to take caution in their approach to driving in the city. Staff did not find issues with the design that suggest this layout/plat is not adequate for the city's transportation system.

Mayor Bartholomew asked if there were truck or size restrictions on the route along the school and towards Cahill. Interim Public Works Director Eckles responded Cahill is a collector road in the city. It is a more significant roadway; they expect to see trucks and buses. It's planned for that type of traffic. A collector road gets more than local traffic, it gets the traffic of the larger neighborhood and smaller region.

Councilmember Piekarski Krech understood trucks on Cahill. She believed residents may be talking about Inver Grove Trail. She asked if people were using the frontage road connection to go through. She asked if that was why there were so many trucks in the area. Interim Public Works Director Eckles responded that may be what's happening there. Councilmember Piekarski Krech stated Inver Grove Trail wasn't really designed for trucks.

Mayor Bartholomew asked if trucks could go on Inver Grove Trail. Interim Public Works Director Eckles responded yes.

Councilmember Gliva asked if there was an alternative, what it would be, and what would make it safer. Interim Public Works Director Eckles responded someday there might be more traffic on Cahill as the city grows. There could be a number of intersections needing updates or upgrades at some point. In that case a turn lane would be added. Left turn lanes are good in terms of mainline traffic to be able to go around a car, the right turn lane gets the turning vehicle out of mainline traffic. This intersection, because of low volumes on the new road, would likely not be very high on the priority list. He said he believed it was 146 trips a day which is low traffic where a normal neighborhood road would have 500 to 1,500 cars a day. Each house on a road generates about 10 trips a day. A smaller neighborhood like this doesn't really generate a lot of traffic, there wouldn't be a lot of conflicts, but could have delays for those coming in off of the side road.

Mayor Bartholomew said there is a mechanism for further study. If the traffic gets worse, there could be an alternative such a signage or turn lanes. Interim Public Works Director Eckles responded Cahill is a State Aid roadway. The city receives funds from gas tax money from the State of Minnesota to upgrade roads. Those roads are held to a higher standard. Cahill meets today's standards but if it ever gets to the point that traffic volumes are higher, there is a financial mechanism available to address problems or issues in the future.

Councilmember Piekarski Krech stated she didn't like the design initially. This is the design the Developers feel they can come up with.

Mayor Bartholomew stated there was a condition added that said to improve site lines and put an easement on some of the curb areas where the brush has to be kept down. This prevents sidelines from becoming blocked.

Councilmember Murphy understands the safety concerns and is familiar with the intersection. He liked that it has been studied a couple of times and experts have weighed in. He said he felt at this time it was more of a driver issue versus a road issue. He would support approval of the Resolution.

Motion by Murphy second by Dietrich to approve Agenda Item 4K. Resolution 2021-223 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.

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

Mayor Bartholomew asked that Staff be diligent and mindful of the area. If traffic gets to a point that it needs to be addressed do so.

Agenda Item 4L. Consider Approval of Donation of a Boat Slip on the Mississippi River, for one year from River Heights Marina, Inc. Resolution 2021-224

Mayor Bartholomew stated he pulled this for one reason, a private enterprise/business cooperating and helping the city and public safety. He wanted Fire Chief Thill to say a few words and thank the business as well as those participating in public safety.

Fire Chief Judy Thill stated they often partner public entity to public entity. It's not very often they have the offer to partner with a private entity. This is unique and well appreciated by not just the Fire Department, but also citizens by saving taxpayers money. She thanked Mr. Joe Harms and River Heights Marina for donating the slip. Having a boat on the river ready to go would save a considerable amount of response time versus the other option which was having a boat trailered at the Station. Firefighters would go to the Station, hook up the trailer, drive it there, back it up, and launch it. Having Firefighters go directly to the boat in the slip and get going will save 10-20 minutes of response time. This is very much needed and appreciated.

She thanked Assistant Fire Chief Eric Bergum as he has been the one working with Mr. Harms for the past several years. They have had the opportunity to look at different boats and got one earlier this year that was in very good shape. Everyone has had training on it in both boat and river operations. It is ready to go and start rescue operations. She stated they do not have the pump for it yet, but are hopeful to receive a Grant for that, otherwise they may have to look into another funding source. She thanked again, Joe Harms and River Heights Marina.

Mayor Bartholomew thanked Mr. Harms and River Heights Marina. He asked Fire Chief Thill if she could update the public on the event that took place this evening.

Fire Chief Thill responded Public Safety Day in the Park is going on this evening with Police, Fire, and Park and Recreation. This was started by Assistant Fire Chief Eric Bergum and Police Commander Dennis Haugland. This is something they hope to be able to do on regular basis in different parks to draw different crowds. It's estimated between 100-150 attended the event today.

Motion by Gliva second by Murphy to approve Agenda Item 4L. to Consider Approval of Donation of a Boat Slip on the Mississippi River, for one year from River Heights Marina, Inc. Resolution 2021-224

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

6. REGULAR AGENDA:

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. Resolution 2021-227

2. A Resolution relating to a Variance to allow an 1,800 gross square foot detached accessory structure whereas 1,600 square feet is maximum allowed. Denial Resolution 2021-228

Associate Planner Heather Botten stated the request is for property located on the east side of Inver Grove Trail, zoned E-1, Estate Residential District. The property is 3.35 acres in size and consists of a single-family home built in 1937, a detached accessory building, and a couple of smaller sheds that are less than 120 square feet that do not count towards the total number of accessory buildings on a property. The Applicant is requesting two variances to have an 1,800 square foot detached accessory building whereas Code allows for one detached structure up to 1,600 gross square feet in size. She stated other Code requirements such as setbacks, exterior building materials, and impervious surface would be met. The Applicant has indicated the current detached garage, about 25 feet from the home, functions more as what an attached garage would on a residential property. Based on the age of the home and the topography of the property it wouldn't be conducive to add on an attached structure. She said City Code doesn't have any separate Code requirements to allow flexibility for properties that do not have an attached garage, to allow for them to have more than one accessory building, or to have a larger structure on the property.

She stated earlier this summer the city approved an Ordinance Amendment for properties with a 3.4-to-5-acre lot size. Those lot sizes could have a larger accessory structure than Code previously allowed. The Applicant's property is located in a developed rural neighborhood with a variety of lot sizes and home types. Due to the fact that the property doesn't have an attached garage, Staff does not believe the additional structure would alter the character of the neighborhood. Staff believes the direction of the city would be to limit the size and number of accessory structures to control massing and over developing of lots with accessory buildings. The request for the additional structure, larger than what Code allows, may be considered a convenience to the Applicant and not a practical difficulty. Staff doesn't believe there is sufficient rationale to support all variance criteria and recommends denial of the request. She stated at the August 4th Public Hearing the Planning Commission recommended denial of the size variance on an 8/0 vote. The Planning Commission made a Motion to approve the number of accessory structures allowed on the property, that Motion failed on a 4/4 split vote. Staff did hear from one neighbor who was in support of the request, that email is in the Council packet.

Mayor Bartholomew stated the size of the lot is 3.35. He asked if they would be losing any property for easement. Associate Planner Botten responded a portion of the property is under right of way. The 3.35 does not include the right of way. Mayor Bartholomew asked if including the right of way would bring them to 3.4. Associate Planner Botten responded it would be 3.57 if the right of way is included.

Councilmember Murphy commented that 1,600 is recommended but 1,800 would not be. Associate Planner Botten responded the property is still allowed the 1,600 maximum size, not 1,800 which would require a variance. She stated the request is for two variances, one for size and one to have more than one detached accessory structure on the property.

Aaron and Heather Stadt, 9240 Inver Grove Trail. Mr. Stadt stated City Code allows only one detached accessory building. During the Planning Commission meeting it was brought up they could add on to their home up to the impervious space allowed which would be a little over 7,000 square feet. He said that was his biggest point, if he were to have it attached to his home, it could be larger than he would like. He said he would be happy with 1,600 square-foot detached, along with his current garage. He felt he was being hindered because it was built with a detached garage where other homes have attached garage structures on them and allowed a detached accessory structure. He said he doesn't want to add on to his home because it is a 100-year-old structure and would look hideous. He said he wanted to hear what everyone thought of the point made.

Mayor Bartholomew responded the problem he sees is the practical difficulty and the way the Statute reads. He looks at the square footage and size of the lot. He said he believes they could justify a bigger detached building due to the lot size being hindered by right of way. The second detached building would be difficult for him to find a practical difficulty.

Councilmember Piekarski Krech stated she would have no problem with the second detached building. If the Applicant can live with 1,600 square feet, she would be fine with it. She said the issue is there are older homes in town, it's been done before when it's an older structure built without attached garages. Larger detached can lead people to rent out space and do other things. If it is for a homeowners use, she has no problem with it. She stated if going with 1,600 square feet only one variance is needed. She was fine with the Resolution to allow two detached structures.

Councilmember Murphy stated he had the same thoughts as Councilmember Piekarski Krech. He asked Mr. Stadt what his thoughts were on 1,600 versus 1,800. Mr. Stadt responded he would be very happy with 1,600.

Motion by Piekarski Krech second by Gliva to approve the following request for property located at 9240 Inver Grove Trail:

1. A Resolution 2021-227 relating to a Variance to allow two detached accessory structures whereas one is the maximum allowed with the Practical Difficulty being the house was built 100 years ago and didn't have an attached garage.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Gliva to deny the following request for property located at 9240 Inver Grove Trail:

2. A Resolution 2021-228 relating to a Variance to allow an 1,800 gross square foot detached accessory structure whereas 1,600 square feet is maximum allowed.

Ayes: 5

Nays: 0 Motion carried.

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. Ordinance 1417

2. A Resolution relating to a Preliminary Plat for a two lot and one outlot plat to be known as Carriage Heights. Resolution 2021-229

City Planner Allan Hunting stated the item was tabled from the August 9th meeting due to discussions about the number of easements requested by Engineering. Engineering felt the minimum would be to require easements around the stormwater regional basins and requiring standard perimeter drainage and utility easements around the two new lots. They would not pursue easements for the Lift Station or any further access easements at this time. The Resolution references Engineering's memo. The recommendation is to approve rezoning to Agriculture PUD and approve the Preliminary Plat with easements as outlined.

Travis Callstrom, 8308 Alverno, stated he has read and agrees with the report.

Mayor Bartholomew noted there would be easements in the future for the Lift Station. It's not only to protect the entire area, but to protect the property so there is access to be able to get sewer and water in the area for development. He said as long as that information is clear, he was fine with this item.

Mr. Callstrom responded he liked the foresight the city has had in proposing and working with him on this.

Motion by Murphy second by Gliva to approve the following requests for property located at 8308 Alverno Avenue (tabled from August 9):

1. An Ordinance rezoning the property from A, Agricultural to Agricultural Planned Unit Development. Ordinance 1417

2. A Resolution 2021-229 relating to a Preliminary Plat for a two lot and one outlot plat to be known as Carriage Heights.

Ayes: 5

Nays: 0 Motion carried

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.

City Planner Hunting stated the item was tabled at the August 9th meeting. The Applicant has looked at the site plan and would be giving an update. The Applicant has been looking for other locations for the apartment building and other items discussed at that meeting. Staff has nothing further to present. Leanna Stefaniak, At Home Apartments, stated at the last City Council meeting they listened to the constructive criticism they received. They said they would go back and revisit the site plan again. This has been an ongoing effort since submitting an application earlier this summer. When this process began, they said they wanted this to be a collaborative process and welcomed feedback. Often, that can help make a project better. They said they would continue to work with Staff, take in neighborhood feedback, and feedback from the Council to see how the plan could be adjusted. She said they did that between the last time they were before the Council and this meeting and have likely another 100 hours into the project. This includes additional site visits, taking a lift out to the site, and getting in and moving the lift up and down to get a feel for varying heights, be it 50 feet or 30 feet, to try to get an understanding of how everyone would be impacted. From information and feedback received, they were able to tweak the site plan that mitigates the burden from a financial and development standpoint and mitigates the neighborhood's concerns. There were concerns about having the apartment building right on 67th Street. Due to those concerns the building was pushed back.

She referenced a diagram of the area and stated the initial plan had the apartment building along the left. It has been pushed back to mitigate the appearance of the apartment building being seen from the backyards of those in Settler's Ridge. It has been replaced with the 6 plex walkout townhome units. It would match what the existing residents would see if a home was put in the location. It softens the transition and requires them to rework the rest of the site. She said they believe the plan is a good compromise, it requires them to go back to the drawing board a bit. With the plan, some things changed such as tree preservation, open space calculations, and other items they need to continue to work on with Staff.

She said she hopes to be able to answer the questions that were asked the last time they presented on July 26th, and to request the Council allow them to extend the review period from the initial application period out another 120 days. This allows more time to work with Staff and go back to the Planning Commission. If Council is in agreement that this is a good compromise, they would like time to make sure they have all the calculations determined in order to move forward with this alternative plan.

Ms. Stefaniak stated the following questions were asked:

- To show the difference in height between a townhome and an apartment building.
- Show the shading, what the structures would do in terms of shading to the neighborhood yards.
- Provide a better rendering to see the images from the road.

She stated this was done with the apartment building in its current new location, and with the townhomes that are replacing the apartment building on 67th Street.

Pete Keely, Collage Architects, stated they have been looking things over and moved them around into different locations. This one seemed to land into the best place to save trees and work with the grade. The west side of the site has more trees saved; the east side has less trees saved. The site plan was displayed, and he indicated the dark green area where trees will be preserved. The building is similar to the same footprint as before, is a little bit shorter, and has gone to four stories. Four stories allow

them to keep the trees in place from where they were before and minimizes the footprint on the building. Part of the first floor is taken up with parking, underground is fully below grade parking.

He displayed views from 67th and Agate with the first 6-plex. It's 30 feet high measured to the eave. The four-story apartment building in the background is hardly seen from the height of the townhouse buildings on the front. He stated they have not done an in-depth design with the townhouses and the apartment, but believe it is pretty close to what it would look like in size. He discussed heights in response to the questions asked the last time this was discussed:

- Walkout townhouses
- 2 story flat townhouse
- 37'4" from the garage side is the height to the top of the gable.
- On the walkout side, 47'6". (Varies due to grade changes).
- The 4-story apartment building from grade, is 58'6" to the top of the gable.
 - It would be 44' to the top of where the rooftop starts.
 - It does sit on a hill but is quite a way back.
 - Because of the angle between the townhomes along 67th, the townhomes are tall enough that they would screen anything seen over the top. The apartment building would not be seen over the top but would be seen going down Agate Trail.

He displayed a rendering of the sun study with various months and times:

- September and March are the same, taken on the equinox.
- June and December are taken on the Solstice, the 21st.
- Timeframes were shown at 9:00 a.m., noon, and 5:00 p.m.
- These are put on the plan with grade. If the grade falls away, the shadow is longer, if the grade goes up, the shadow tends to be shorter.
- In June:
 - At 9:00 there is little shadow,
 - At noon = none.
 - At 5:00 p.m. there is a shadow toward the east side.
- In September and March:
 - At 5:00 p.m. the lower level, west side, has a fair amount of shading across Agate (close to sunset).
- December 21st:
 - 9:00 a.m. sun rises.
 - At 5:00 p.m. the sun is down; it is actually dark out.

Mayor Bartholomew asked if it crosses the street at 9:00 a.m. Mr. Keely responded it does cross the street and starts to hit about where the homes are.

Ms. Stefaniak stated with the apartment building now being 4 stories rather than 3, is to make sure they get to the density requirement. They are down a little bit from where they were before. They were at 266, this plan is at 259. If they cannot bring up the apartment building, they lose the density they are trying to maintain, which is on the minimal side. The maximum density for this location is 1,300, they are proposing 259.

Mayor Bartholomew stated the depiction shows clearly that the roofline would be seen from 67th and the building would be seen from Agate. Ms. Stefaniak responded what is not shown on that depiction is the robust landscaping plan that would normally include more trees, bushes, shrubs, and berming. It

would be more heavily screened along 67th Street and Agate. The depiction shown was to display the buildings.

Mayor Bartholomew stated if this came back to the Council it would show the screening along Agate.

Councilmember Murphy referenced the site plan and asked what the smaller building across from the apartment building was. Ms. Stefaniak responded their office is located in the apartment building. That building is a second recreational facility they added mainly because they didn't want to put indoor pickleball in the apartment building for noise purposes, so they added a secondary structure.

Councilmember Murphy asked what the darker orange color beyond the smaller building indicated. Ms. Stefaniak responded those were the 10-unit buildings.

Councilmember Gliva asked if they were losing any parking space or if there was more underground. Mr. Keely responded it was about the same, they have the ability to add a bit more. In the three-story building that is longer, they want to be at a 1:1 parking minimum for residents, underground and enclosed. When the building footprint shrinks and comes up to the 1st level, they get the same level of 1:1 parking above. He said it isn't any less enclosed in the building and have a few more stalls on the surface.

Ms. Stefaniak stated with the first plan the parking ratio was 1.84, the requirement is 2. They are still under that amount. It is still adequately parked for an apartment building.

Councilmember Murphy asked if a way has been determined to get construction traffic into the site without coming down the roads in Settler's Ridge. Ms. Stefaniak responded they have not designed the temporary access road yet. The current property owners, the Riley's, are working with them to find the best location. It would be more thoroughly vetted by the time it is brought back before the Planning Commission.

Ms. Stefaniak stated their request is to table the current Applications for Rezoning and the Preliminary PUD and Plat that was submitted back in June. She requested those be tabled another 120 days to allow time to bring this before the Planning Commission and the Council, and to make sure there isn't anything they are missing. She stated based on discussions with Staff and the City Attorney, this may be the best way to go about it to make sure Staff has adequate time to ensure they are meeting all of the requirements within the Zoning Code. They would then cancel the other applications and go with this one.

Mayor Bartholomew asked Staff if there was anything in writing with regards to the request from the Applicant. Community Development Director Heather Rand responded Staff received something today in writing from At Home requesting the extension with the original 120 days. She said Legal has reviewed this and Staff feels it would suffice. If not taking action within a certain time period, things can be considered approved, they do not want to do that today. She stated Staff received this in writing, which is waiving and allowing this to continue to be tabled as they pursue this new option. Staff has not seen an application for this option yet. Based on what occurs today At Home would file a new application, then would have Staff review which requires Engineering, Building Inspection, City Planning, it would go before the Planning Commission, and then there would be opportunity for public input.

Mayor Bartholomew said this is a good step and applauds the Applicant for listening to the area residents and coming up with a second plan. He believed it was wise to accept the written request for the 120-day extension to be able to fully vet the revised plat.

Councilmember Gliva stated she thought it was a good compromise. She thanked the Applicant for going back to the drawing board.

City Clerk Rebecca Kiernan stated there were comments to accept into the record.

Motion by Dietrich second by Murphy to accept the comments into the record.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew deferred to the City Attorney stating the need to make sure they get this correct. He said it seems the Council is willing to accept the written extension with the intent of seeing the revised plan.

City Attorney Bridget McCauley Nason stated the request by the Applicant is to continue the Application to some time for consideration with the Council, on or before February 2, 2022. If that is what the Council would like to do, she looks for a Motion to continue all Agenda Items relating to the Application and all Applications related to this development to a Council meeting on or before January 24th, 2022. She said last time they tabled it to this meeting because that was the direction. Since they don't know exactly when the item would be ready for further review, the Motion would be to table all three Agenda Items to a meeting on or before January 24th, 2022.

Mayor Bartholomew stated he felt it was a good move to table and accept the request to extend and look to see what they come back with on the 24th.

Councilmember Murphy stated he would be happy to make that Motion. He added his thanks to At Home and Staff for putting in the extra work. He said this looks really good and hopes that this, or something very close to it, can be added to the city. He believes it is a nice compromise.

Motion by Murphy second by Gliva to accept the written request to table the three applications to a meeting on or before January 24, 2022 for At Home Apartments, 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.

Ayes: 5

Nays: 0

Councilmember Dietrich thanked the Applicant for their collaboration and the fact that they are being good stewards of that land when they could have 1,300 units.

Engineering:**D. Policy for Parking Restrictions in Cul-de-sacs.**

Interim Public Works Director Klay Eckles stated this is a wrap up of an item that came before the Council in April. There was concern about parking restrictions on some cul de sacs. Cul de sacs are a tricky issue for parking and access with parked cars and driveways, it can be difficult for large vehicles to operate on them. Some public safety vehicles have large turning radius's along with garbage trucks and plows. There has always been an issue about how much parking should be allowed on a cul de sac and when it becomes too congested for large vehicles.

He stated Staff collaborated with different interests, there are a lot of different perspectives to look at such as the need to service infrastructure, the benefit to property owners to have temporary on street parking, pedestrians, and cyclist mobility and access. Roads are doing all those things and when doing them at the same time, they have to build large roadways to accomplish them. He said he spoke with all interests; public safety, public works, community development, and then brought a draft set of recommendations to the Traffic Control Committee, which met for the first time in July. This was one of the main things discussed. With that input, the Council has a Policy to adopt which relaxes some of the restrictions. He stated the Fire Department has the biggest concerns. They are supportive of this, while not perfect for fire service, it does provide access. There could be some cases in an emergency that they would need to drive up over a curb if there are too many cars in the way.

He said the Policy states in most situations a standard cul de sac 82 foot by 96-foot diameter, doesn't need to have any additional parking restrictions. There is no parking in the winter on all city streets from 3:00 a.m. to 6:00 a.m., that minimizes long term parking that can become a problem. There are a few minor restrictions in the Policy. Staff believes this would address access needs and balance that with providing the amenity of additional on street parking for residents. If the cul de sac has a center island and the driving lane around the center lane is less than 28 feet wide, that becomes a problem for larger vehicles. He said they are not building any more cul de sacs with center islands because they tend to be a maintenance problem. The ones they do have meet standards with only a few areas that may have an issue. With very small cul de sacs smaller than the 82-foot diameter, they may need parking restrictions if it is a longer cul de sac. With shorter ones an emergency vehicle can drive in and back out. If its longer it can be difficult to back vehicles out again.

He stated the Council has a Policy; he had neglected to include a Resolution in which the City Clerk has said she could work with them on. If there is a problem, or a persistent parking issue they are not able to address with this policy or enforcement, this allows an opportunity to add additional parking restrictions in specific areas they find a persistent problem they cannot address with other methods. He believes this addresses the concerns had in the community and what Council gave Staff direction to work on.

Mayor Bartholomew asked if there was any conflict with Statute they have to work on. If the Policy encumbered on what Statute already reads. He asked if vetting has been done to make sure they put a Policy in place in the hopes they have a Statute they have to adjust. Interim Public Works Director Eckles responded he did not believe there were any issues with any Statutes.

Mayor Bartholomew asked what they were looking at in terms of a timeframe. Interim Public Works Director Eckles responded there would be some no parking restriction signs they would be removing,

and a few areas they would have to add signs. He believed Public Works could work on that within a few weeks. He said Staff could put out a newsletter article to let people know this is happening.

Mayor Bartholomew asked if they would be proactive and let residents on a cul de sac know there may be a change whether its signs coming down or signs going up. He asked if they could get some notification to residents. Interim Public Works Director Eckles believed they could. He said where they go up would be more important to focus on to make sure the people are aware.

Councilmember Murphy asked since there is no Resolution, if the Council is being asked to rewrite a Policy or put a Policy in place. Interim Public Works Director Eckles responded the Policy would be as per the language. Someone would need to come up with a Resolution or table the item for another meeting. Mayor Bartholomew stated they could bring the Resolution through on a Consent Agenda.

Councilmember Murphy asked if the rules could be suspended. City Attorney Nason responded no.

Mayor Bartholomew suggested bringing the item forward on a Consent Agenda. That includes everything covered this evening. If there are questions, they could pull the item and discuss it that evening.

Councilmember Dietrich thanked Interim Public Works Director Eckles for the work he did on this.

City Attorney McCauley Nason stated the Council has two options:

1. Approve the Policy as presented today. Staff would bring back a Resolution formalizing the approval at the next meeting via the Consent Agenda.
2. Continue the item to the next City Council Meeting for consideration on the Consent Agenda along with the Resolution.

Mayor Bartholomew said he felt they should get the Policy started. Councilmember Dietrich agreed stating they want to get signs in the ground before the ground is frozen.

Mayor Bartholomew suggested starting the Policy and bringing it forward on the Consent Agenda.

Motion by Gliva second by Murphy to begin the process of making the Policy for Parking Restrictions in Cul-de-sacs and having it come forward on the Consent Agenda for approval.

Ayes: 5

Nays: 0 Motion carried.

E. Consider Approval of a Resolution Appointing Members and a Chairperson to the Pavement Management Task Force. Resolution 2021-230

Interim Public Works Director Eckles stated Staff did a newsletter article, the Communications Staff did other work, and Council provided input. 15 people have signed up for the Citizen's Task Force on Pavement Management along with 2 Councilmembers. Background information was requested and one thing they noticed is there were scheduling conflicts. He said he is presenting those people they feel are qualified to fill the role and the schedule meshes well enough that they can meet at the same time. There is a list of 11 residents who are interested in serving the community. There would be about 10 meetings of the Task Force. If approved this evening, at the next City Council meeting they

would have an item for the City Council to approve a consultant to assist with moving this forward. The Consultant would act as the Facilitator/Educator and present materials. He said it would actually be two Consultants, an Engineering Consultant as well as one meeting with would consist of financial issues. Staff would be bringing that forward to the City Council in September so by the end of September they can launch their first meeting with the entire Committee and the Consultant would be lined up and ready to go. He said the goal would be to meet 10 times and have a final report to present to the City Council in March with an analysis of current practices and recommendations for any improvements they may find.

He stated at the next Council Work Session they would be discussing next years Pavement Management Program. They won't have a lot of input from this Task Force. Staff has done a lot of work over the summer looking at different options and trying to move toward different strategies. Next summer may be a stepping off point. He said they need to get going now if they want to get started next summer and they cannot really wait for the Task Force. He said the request is for the Council to approve the 11 names and 2 Councilmembers. He noted in the Resolution where it lists one of the "whereas's" says there would be two Councilmembers with one of them acting as the Chairperson for the Task Force. He assumed one of the Councilmembers might serve, but after discussion it was determined they should probably let the Task Force decide who the Chair should be at the first meeting. He suggested the Council may want to remove that clause.

Councilmember Dietrich asked if the Consultant would be someone currently on Staff and if not, where the individual would be found. Interim Public Works Director Eckles responded he has been working in Pavement Management with the firm WSB. He stated Staff asked two consulting firms to give proposals, one being WSB. They also asked another firm, one of the cities primary Consultants. The proposals came back today. He said he is not participating in the selection process and felt there are two very good proposals before the Council. He said he would be involved at least until October. If WSB were selected he would be involved heavily from there all the way to the end.

Mayor Bartholomew stated he believed this to be a good plan. He said he looks forward to input from residents and an opportunity to improve education about the shortcomings the city is currently facing. Councilmember Murphy commented it is a great idea.

Mayor Bartholomew stated it was wise to strike the section about a Chair and have the new Committee appoint/select a Chairperson.

Councilmember Dietrich asked the City Attorney if she recommends, she abstain from voting. City Attorney McCauley Nason believed it would be fine if Councilmember Dietrich voted. If it makes anyone uncomfortable, the Council could have the two that would be appointed abstain and have the three remaining Councilmembers make the decision. There is not a conflict of interest that would prevent from voting.

Mayor Bartholomew would like to see all five Councilmembers vote. He does not see a conflict.

Motion by Piekarski Krech second by Gliva to approve Resolution 2021-230 Appointing Members and a Chairperson to the Pavement Management Task Force and striking the Chairperson portion so that the Committee can choose the Chairperson.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

Benjamin Stone, 1378 66th Street West, stated he had questions and requested feedback. He said At Home's proposal was a step in the right direction and looks good.

Mayor Bartholomew stated there would not be Public Comments on items that were on the Agenda. He said there will be a Public Hearing coming forward for comments.

Mr. Stone referenced the original land use for the lot where the apartment building is being proposed stating it was originally low density residential, in 2014 it was zoned medium density. There is a smooth transition between densities. He said currently they are at low density residential adjacent to medium density with high and low density nearby. He said their proposal has two parts, medium and high. Their medium is higher density than their low because they have moved units. The highest density part is against Robert Street. He said At Home is requesting R-3C Zoning for medium density. He said if looking at the Comprehensive Plan Land Use Designations with medium density and the area, it is 8-12 units per acre. He said that cannot be zoned R-3C, there cannot be an apartment building. He stated there cannot be anything with over 7 units in the structure. He said At Home requests the medium density be categorized to be zoned as the very highest density residential. He said that was a problem. He questioned how that could happen.

He said there is a minimum density for the highest residential density with a minimum of 12 units. With medium density residential they can't go over 12, medium density can never be zoned the very highest residential density. He said the apartment building would have to be zoned that. He said there is an incompatibility and was wondering how that can be reconciled.

Mayor Bartholomew responded there would likely be many discussions on this when it comes time for the Public Hearing. He said this was not something that can be discussed this evening.

Mr. Stone said he wanted to get the question out there because it is a fundamental issue.

Mayor Bartholomew suggested he send his comments to the City Clerk.

Kelly Kayser, 1953 59th Court East, thanked Interim Public Works Director Eckles, Fire Chief Thill, and any Staff that worked on the Agenda Items. It was long overdue, and she appreciated the efforts of everyone who worked on them. She said she felt that in the last six months the tone of working with the city and the tone of the Council meetings has taken a turn for the better. She stated City Clerk Kiernan is super-efficient and answers questions. She thanked Fire Chief Thill and Police Chief Chiodo, the Officers, the School Resource Officer, several Councilmembers, Interim Public Works Director Eckles, and Inspections. She said she has also spoken to spouses of people who work for the city and have heard positive things. She felt there were obstacles, but the city is moving in a positive direction. She just wanted to say thank you.

Councilmember Murphy said he was happy to see Kelly Kayser's name on the Task Force Committee list and thanked her.

Interim Public Works Director Eckles stated they have not contacted all of the members on the Task Force yet. He said if any of those people are watching they would be contacted by him tomorrow.

Ms. Kayser stated it wasn't mentioned who the two Councilmembers were that are on the Committee. She asked if that information could be shared. Mayor Bartholomew responded they are Councilmembers Dietrich and Murphy. Councilmember Dietrich stated it was an honor to be on the Committee.

Mayor Bartholomew stated he appreciates the work. It means more hours would be added, anytime anyone steps up and adds more hours to the benefit of the city, he appreciates it.

8. MAYOR AND COUNCIL COMMENTS:

Community Development Director Rand stated there is a Final Plat and PUD for Ron Clark Construction, a 49-unit apartment building on Upper 55th and Babcock. She expects this to come before the City Council in September. She said that Developer would like to offer the Council the opportunity to tour a similar facility they have open in the city of Rosemount. She said she would be sending the Councilmembers an invite to tour the facility with the Developer. She said they would like to show the Council workforce housing, it is not Section 8 voucher. It's for people working in the Community with incomes of \$25,000 or more. She stated that project just received an allocation of Tax Credits from the County and the State that slightly subsidizes the rents in the apartment building to be more affordable to those that need that type of assistance.

She said this is a community who hasn't had this type of housing project. She is excited and hopes it will allow employers to realize more workforce. It is on bus lines and convenient to Highways 52 and 55. She sees this as a good thing for the community. She said if the Councilmembers can make the time to tour, it's worth seeing.

Councilmember Murphy asked if there would be concerns with having more than two Councilmembers together. Community Development Director Rand responded they would try to schedule no more than two Councilmembers per time slot. There would be three different offerings. The Council can determine who goes when.

Mayor Bartholomew stated this was Community Development Director Heather Rand's last evening taking on the position of Interim City Administrator. He shared how much he appreciated her work, efforts, and diligence. He said Heather has been working two roles since February. This includes a lot of hours, a lot of hard work. He stated that she has kept on track with input and keeping the movement of the city. He said he truly appreciates her efforts and looks forward to her going back to her original role.

Mayor Bartholomew stated the new City Administration would be on board in September.

Community Development Director Rand responded that it has been a pleasure working with the City Council in two roles. She said Kris Wilson, the new City Administrator, begins on Wednesday, September 1st. Staff is preparing for her arrival and is looking forward to it.

Interim Public Works Director Eckles stated he has had great pleasure working with Heather Rand. He said he has 35 years working with Local Government and she has been the best City Administrator he has worked with. He said the city has been really lucky to be served by Ms. Rand, she is a great addition to the city.

9. EXECUTIVE SESSION:

10. ADJOURN:

Motion by Piekarski Krech second by Gliva to adjourn the meeting at 7:31 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:	September 13, 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 18, 2021 to September 7, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending September 7, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$1,001,074.46
Debt Service & Capital Projects	1,441,292.85
Enterprise & Internal Service	413,603.91
Escrows	858,986.65
Grand Total for All Funds	<u><u>\$3,714,957.87</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 18, 2021 to September 7, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-232

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING September 7, 2021**

WHEREAS, a list of disbursements for the period ending September 7, 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	\$1,001,074.46
Debt Service & Capital Projects	1,441,292.95
Enterprise & Internal Service	413,603.91
Escrows	858,986.65
Grand Total for All Funds	<u><u>\$3,714,957.97</u></u>

Adopted by the City Council of Inver Grove Heights this 13th day of September, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 8/18/2021 - 9/7/2021

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
AFSCME COUNCIL 5	INV0118543	08/13/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	892.84
AFSCME COUNCIL 5	INV0118544	08/13/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	78.80
AFSCME COUNCIL 5	INV0119474	08/27/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	892.84
AFSCME COUNCIL 5	INV0119475	08/27/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	78.80
ALL GOALS, INC.	22188	09/02/2021	soccer nets for fields	101.44.6000.451.60065	524.59
ASPEN MILLS	278870	08/24/2021	OTIS- Aspen Mills	101.42.4000.421.60045	94.85
ASPEN MILLS	279140	09/02/2021	Decker - Uniform allowance	101.42.4000.421.60045	95.83
ASPEN MILLS	279287	09/02/2021	Kasey Schrandt- Uniform Aspen	101.42.4000.421.60045	154.00
ASPEN MILLS	279314	09/02/2021	OTIS- Uniforms- Aspen	101.42.4000.421.60045	81.15
BAKER TILLY US, LLP	BT1880627	09/02/2021	Executive Search - Administrator	101.41.1100.413.30700	24,500.00
BERNARDY, DANIEL	44405	08/24/2021	reimbursement for EMT class	101.42.4200.423.50080	972.50
BOHLMAN, EVAN	44415	09/02/2021	meals from FDIC	101.42.4200.423.50075	80.24
BRYAN ROCK PRODUCTS	49312	09/02/2021	diamond dirt	101.44.6000.451.60065	1,585.18
CBC SERVICES	44433	09/02/2021	Permit refund - job cancelled	101.45.0000.3221000	27.80
CBC SERVICES	8/26/2021 4510 Audrey	09/02/2021	Permit refund - job cancelled	101.45.0000.3221000	118.00
CDW GOVERNMENT INC	J161085	09/02/2021	Memory for PC's	101.47.1400.413.60041	27.76
CENTURY LINK	44396	08/24/2021	phone bill	101.42.4200.423.50020	45.31
CENTURY LINK	44427	09/02/2021	Centurylink phone bill	101.42.4200.423.50020	47.31
CIVICPLUS	216481	09/02/2021	Website	101.47.1400.413.40035	3,378.33
CLAREY'S SAFETY EQUIPMENT	195340	08/24/2021	hose equipment	101.42.4200.423.60040	628.93
CLEAR CHOICE RESTORATION	8/25/2021	09/01/2021	Permit refund 10762 Amherst	101.45.0000.3221000	22.60
CREST EXTERIORS	8/26/2021 8003 Courthouse	09/02/2021	Permit refund - reapplied for new permit	101.45.0000.3221000	129.80
CULLIGAN	98459100 07/31/2021	08/24/2021	bottled water	101.42.4200.423.60065	22.73
CULLIGAN	98459118 07/31/2021	08/24/2021	bottled water	101.42.4200.423.60065	131.15
CULLIGAN	98603467 07/31/2021	08/24/2021	bottled water	101.42.4200.423.60065	86.56
DAJ ENTERPRISES LLC (ECO WORKS)	2039	08/24/2021	compost	101.44.6000.451.60016	598.90
DAJ ENTERPRISES LLC (ECO WORKS)	6232	08/24/2021	Tazo B liquid	101.44.6000.451.60030	1,512.00
DAKOTA COMMUNICATIONS CENTER	IG2021-09	08/24/2021	monthly invoice	101.42.4000.421.70502	60,289.20
DAKOTA COMMUNICATIONS CENTER	IG2021-09	08/24/2021	monthly invoice	101.42.4200.423.70502	4,340.80
DAKOTA CTY FINANCIAL SVCS	41629	08/24/2021	Radios	101.42.4000.421.70501	1,726.42
DAKOTA CTY FINANCIAL SVCS	41629	08/24/2021	Radios	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	41629	08/24/2021	Radios	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	41838	08/24/2021	MHZ Radios	101.42.4000.421.70501	1,726.42
DAKOTA CTY FINANCIAL SVCS	41838	08/24/2021	MHZ Radios	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	41838	08/24/2021	MHZ Radios	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	41858	09/02/2021	DBB Fee	101.47.1400.413.40035	8,165.00
DAKOTA ELECTRIC ASSN	200001093947 8/21	08/20/2021	200001093947	101.43.5400.445.40020	1,286.50
DAKOTA ELECTRIC ASSN	200002468379 8/21	08/20/2021	200002468379	101.44.6000.451.40020	2,076.04
DAKOTA ELECTRIC ASSN	200002501658 8/21	08/20/2021	200002501658	101.44.6000.451.40020	865.49
DAKOTA ELECTRIC ASSN	200003935632 8/21	08/20/2021	200003935632	101.44.6000.451.40020	625.27
DAKOTA ELECTRIC ASSN	200004267134 8/21	08/20/2021	200004267134	101.43.5400.445.40020	53.68
DAKOTA ELECTRIC ASSN	200004430542 8/21	08/20/2021	200004430542	101.44.6000.451.40020	19.16
DAKOTA ELECTRIC ASSN	200010036635 8/21	08/20/2021	200010036635	101.42.4200.423.40020	2,874.63
DANNER LANDSCAPING	17460	09/02/2021	black dirt	101.44.6000.451.60016	640.00
EAGLE ENGRAVING, INC.	2021-4214	09/02/2021	medals for service recognition	101.42.4200.423.60065	1,252.00
EFTPS	INV0118537	08/13/2021	FEDERAL WITHHOLDING	101.203.2030200	2,457.17
EFTPS	INV0118539	08/13/2021	MEDICARE WITHHOLDING	101.203.2030500	997.14
EFTPS	INV0118540	08/13/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	4,263.54
EFTPS	INV0118569	08/13/2021	FEDERAL WITHHOLDING	101.203.2030200	63,128.62
EFTPS	INV0118571	08/13/2021	MEDICARE WITHHOLDING	101.203.2030500	18,258.72
EFTPS	INV0118572	08/13/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	52,919.96
EFTPS	INV0118574	08/13/2021	MEDICARE WITHHOLDING	101.203.2030500	5.42
EFTPS	INV0118575	08/13/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	23.14
EFTPS	INV0119499	08/27/2021	FEDERAL WITHHOLDING	101.203.2030200	60,807.85
EFTPS	INV0119501	08/27/2021	MEDICARE WITHHOLDING	101.203.2030500	18,314.88
EFTPS	INV0119502	08/27/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	55,787.38
ELIZABETH SCHMIDT	7/09/2021	08/19/2021	Refund - variance application fee	101.45.0000.3413000	546.00
EMC	59405	08/24/2021	equimpment maintenance	101.42.4200.423.40042	2,136.00
EMC	59443	08/24/2021	fix equipment	101.42.4200.423.40042	195.00
ENTERPRISE FM TRUST	FBN4203020R	05/05/2021	May 2021	101.00.0000.3900100	(33,800.00)
ENTERPRISE FM TRUST	FBN4203020R	05/05/2021	May 2021	101.42.4000.421.70300	(6,084.20)
ENTERPRISE FM TRUST	FBN4203020R	05/05/2021	May 2021	101.42.4000.421.70300	9,905.13
ENTERPRISE FM TRUST	FBN4226170	06/15/2021	June 2021	101.42.4000.421.70300	9,905.13
ENTERPRISE FM TRUST	FBN4243738	07/28/2021	Enterprise leases	101.42.4000.421.70300	11,370.34
ENTERPRISE FM TRUST	FBN4264378	09/02/2021	Enterprise	101.42.4000.421.70300	13,123.91
EXPERT TREE AND SERVICE AND SCIENCE	6328	09/02/2021	tree trimming	101.44.6000.451.30700	575.00
FRATTALONE COMPANIES INC	2108010	09/02/2021	blacktop - cleaner	101.43.5200.443.60016	18.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0118551	08/13/2021	HSA ELECTION-FAMILY	101.203.2032500	3,473.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0118552	08/13/2021	HSA ELECTION-SINGLE	101.203.2032500	5,016.17
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0119484	08/27/2021	HSA ELECTION-FAMILY	101.203.2032500	3,473.13
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0119485	08/27/2021	HSA ELECTION-SINGLE	101.203.2032500	5,016.17
GERTENS	117881/12	08/24/2021	herbicide	101.44.6000.451.60030	849.08
GOPHER LAWN AND SNOW SERVICES, LLC.	2152	09/02/2021	lawn care for Union Cemetery	101.44.6000.451.30700	375.00
GOPHER LAWN AND SNOW SERVICES, LLC.	2153	09/02/2021	lawn care for ditches	101.44.6000.451.30700	130.00
GOPHER SPORT	IN32188	08/24/2021	volleyball net	101.44.6000.451.60065	169.65
GRAINGER	9961225225R	08/24/2021	misc supply	101.44.6000.451.40047	20.80
HANCE UTILITY SERVICES INC	29679B	08/24/2021	locate svcs for solar garden	101.44.6000.451.30700	207.80

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
HOOTSUITE INC.	INV-2010190838	09/02/2021	Social media software	101.47.1400.413.40035	1,680.00
ICMA RETIREMENT TRUST - 457	INV0118532	08/13/2021	ICMA-AGE <49 %	101.203.2031400	434.19
ICMA RETIREMENT TRUST - 457	INV0118533	08/13/2021	ICMA-AGE 50+ %	101.203.2031400	50.20
ICMA RETIREMENT TRUST - 457	INV0118536	08/13/2021	ROTH-AGE <49 %	101.203.2032400	92.41
ICMA RETIREMENT TRUST - 457	INV0118541	08/13/2021	457 - ROTH AGE 50+	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0118542	08/13/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0118553	08/13/2021	ICMA-AGE <49	101.203.2031400	7,085.00
ICMA RETIREMENT TRUST - 457	INV0118554	08/13/2021	ICMA-AGE <49 %	101.203.2031400	7,374.81
ICMA RETIREMENT TRUST - 457	INV0118555	08/13/2021	ICMA-AGE 50+	101.203.2031400	6,005.29
ICMA RETIREMENT TRUST - 457	INV0118556	08/13/2021	ICMA-AGE 50+ %	101.203.2031400	1,464.46
ICMA RETIREMENT TRUST - 457	INV0118565	08/13/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,042.28
ICMA RETIREMENT TRUST - 457	INV0118566	08/13/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0118567	08/13/2021	ROTH-AGE <49 %	101.203.2032400	224.03
ICMA RETIREMENT TRUST - 457	INV0119472	08/27/2021	457 - ROTH AGE 50+	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0119473	08/27/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0119486	08/27/2021	ICMA-AGE <49	101.203.2031400	7,085.00
ICMA RETIREMENT TRUST - 457	INV0119487	08/27/2021	ICMA-AGE <49 %	101.203.2031400	6,782.69
ICMA RETIREMENT TRUST - 457	INV0119488	08/27/2021	ICMA-AGE 50+	101.203.2031400	6,005.29
ICMA RETIREMENT TRUST - 457	INV0119489	08/27/2021	ICMA-AGE 50+ %	101.203.2031400	1,424.79
ICMA RETIREMENT TRUST - 457	INV0119496	08/27/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,073.05
ICMA RETIREMENT TRUST - 457	INV0119497	08/27/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0119498	08/27/2021	ROTH-AGE <49 %	101.203.2032400	226.37
IGH FIRE RELIEF ASSN	INV0119482	08/27/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	570.00
IGH FIRE RELIEF ASSN	INV0119483	08/27/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	182.00
IUOE	INV0118557	08/13/2021	UNION DUES IUOE	101.203.2031000	1,397.44
JOHN HENRY FOSTER MINNESOTA, INC.	10557807-00	09/02/2021	repair compressor St 2	101.42.4200.423.40042	103.00
KENISON, TERRI	44408	08/24/2021	station cleaning	101.42.4200.423.30700	1,600.00
LEGACY RESTORATION LLC	8/26/2021 1490 Upper 55th	09/02/2021	Permit refund - not doing windows	101.45.0000.3221000	106.20
LEGACY SERVICES CORPORATION	44432	09/02/2021	Plan review refund	101.45.0000.3221000	593.40
LEGACY SERVICES CORPORATION	44432	09/02/2021	Plan review refund	101.45.0000.3221500	385.71
LELS	INV0118558	08/13/2021	UNION DUES (LELS)	101.203.2031000	2,102.50
LELS SERGEANTS	INV0118568	08/13/2021	UNION DUES (LELS SGT)	101.203.2031000	381.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LIGIS)	50728	08/24/2021	usage fees	101.42.4200.423.30700	568.00
M & J SERVICES, LLC	2429	08/24/2021	new concrete pad at Groveland	101.44.6000.451.40047	2,400.00
MACQUEEN EMERGENCY GROUP	P00693	08/24/2021	equipment maintenance	101.42.4200.423.40042	1,241.05
MACQUEEN EMERGENCY GROUP	P00795	08/24/2021	small tools	101.42.4200.423.60040	1,009.96
MACQUEEN EMERGENCY GROUP	P05602	08/24/2021	parts for equipment	101.42.4200.423.40042	625.55
MCKESSON MEDICAL-SURGICAL INC.	18304432	08/24/2021	medical supplies	101.42.4200.423.60065	1,260.72
MCKESSON MEDICAL-SURGICAL INC.	18304433	08/24/2021	medical supplies	101.42.4200.423.60065	360.00
MCKESSON MEDICAL-SURGICAL INC.	18304590	08/24/2021	medical supplies	101.42.4200.423.60065	118.85
MCKESSON MEDICAL-SURGICAL INC.	18305280	08/24/2021	medical supplied	101.42.4200.423.60065	222.48
MCKESSON MEDICAL-SURGICAL INC.	18388717	08/24/2021	medical supplies	101.42.4200.423.60065	937.00
MCKESSON MEDICAL-SURGICAL INC.	18388718	08/24/2021	medical supplies	101.42.4200.423.60065	360.00
MCKESSON MEDICAL-SURGICAL INC.	18389295	08/24/2021	medical supplies	101.42.4200.423.60065	222.48
MINNEAPOLIS OXYGEN CO.	79487	08/24/2021	rental invoice	101.42.4200.423.30700	177.51
MINNEAPOLIS OXYGEN CO.	79488	08/24/2021	rental invoice	101.42.4200.423.30700	126.79
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0119477	08/27/2021	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0119478	08/27/2021	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0119479	08/27/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0119480	08/27/2021	CASE #001521862201	101.203.2032100	186.89
MINNESOTA SODDING COMPANY, LLC	10725	08/24/2021	Skyview-Salem Hills 2021 layouts	101.44.6000.451.30700	1,510.40
MINNESOTA SODDING COMPANY, LLC	10726	08/24/2021	Oakwood 2021 consultations	101.44.6000.451.30700	1,631.37
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	101.207.2070300	0.23
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	101.207.2070300	154.98
MN DEPT OF REVENUE (PAYROLL)	INV0118538	08/13/2021	STATE WITHHOLDING	101.203.2030300	1,246.61
MN DEPT OF REVENUE (PAYROLL)	INV0118570	08/13/2021	STATE WITHHOLDING	101.203.2030300	27,253.96
MN DEPT OF REVENUE (PAYROLL)	INV0118573	08/13/2021	STATE WITHHOLDING	101.203.2030300	2.12
MN DEPT OF REVENUE (PAYROLL)	INV0119500	08/27/2021	STATE WITHHOLDING	101.203.2030300	26,410.64
MN FIRE SERVICE CERT BOARD	9246	08/24/2021	retest	101.42.4200.423.50080	25.00
MN FIRE SERVICE CERT BOARD	9267	08/24/2021	testing for fire certs	101.42.4200.423.50080	145.00
MN FIRE SERVICE CERT BOARD	9283	09/02/2021	FF II testing and FF I retest	101.42.4200.423.50080	745.00
MN NCPERS LIFE INSURANCE	542000000000	08/24/2021	Premium 9.2021	101.203.2031600	272.00
MOTOROLA SOLUTIONS, INC.	8281224532	08/19/2021	Radios	101.42.4000.421.80800	9,951.00
MOTOROLA SOLUTIONS, INC.	8281225543	08/24/2021	Radios	101.42.4000.421.80800	1,704.00
MSFDA	44404	08/24/2021	subscription	101.42.4200.423.50070	14.00
NATURE CALLS, INC.	27186	09/02/2021	Inc. Hand washing station	101.42.4000.421.60068	240.00
NATURE CALLS, INC.	27239	09/02/2021	July port a potties	101.44.6000.451.40065	2,599.00
NFPA	44411	08/24/2021	NFPA dues	101.42.4200.423.50070	1,520.50
NFPA	52759	08/24/2021	NST New Squad 34	101.42.4000.421.80700	16,879.63
NORTHERN SAFETY TECHNOLOGY INC	52632	09/02/2021	NST- Squad 28	101.42.4000.421.80700	13,471.52
NORTHERN SAFETY TECHNOLOGY INC	52807	09/02/2021	NST- VIN 4575	101.42.4000.421.80700	5,360.07
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	103421805	09/02/2021	Pre-employment physicals	101.41.1100.413.30500	1,026.00
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	103425906	09/02/2021	Pre-employment physicals	101.41.1100.413.30500	628.50
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA	72382717	09/02/2021	Pre-employment physical	101.41.1100.413.30500	149.50
OHMANN, MICHAEL	8/26/2021 7982 Comstock	09/02/2021	Permit refund - job cancelled	101.45.0000.3221000	84.00
OPTIONS EXTERIORS	8/26/2021 1655 Atwater	09/02/2021	Permit refund - duplicate permit	101.45.0000.3221000	84.00
PAPCO, INC.	222002	09/02/2021	cleaning supplies	101.44.6000.451.60011	1,233.09
PARROW, JOSHUA	44436	09/02/2021	gas for lawnmower	101.42.4200.423.40042	17.76
PERA	INV0118534	08/13/2021	PERA COORDINATED PLAN	101.203.2030600	3,611.84
PERA	INV0118535	08/13/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	277.83
PERA	INV0118559	08/13/2021	PERA COORDINATED PLAN	101.203.2030600	45,829.78
PERA	INV0118560	08/13/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,525.41
PERA	INV0118561	08/13/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0118562	08/13/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0118563	08/13/2021	PERA POLICE & FIRE PLAN	101.203.2030600	23,846.92
PERA	INV0118564	08/13/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	35,770.42
PERA	INV0119490	08/27/2021	PERA COORDINATED PLAN	101.203.2030600	44,699.44

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
PERA	INV0119491	08/27/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,438.42
PERA	INV0119492	08/27/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0119493	08/27/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0119494	08/27/2021	PERA POLICE & FIRE PLAN	101.203.2030600	21,302.97
PERA	INV0119495	08/27/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	31,954.47
PERFORMANCE PLUS LLC	122061	08/24/2021	Firefighter physicals	101.42.4200.423.30700	75.50
PETTY CASH - WF PURCHASE CARD FEES	JOHNNY DANIELS WF OC	08/31/2021	JOHNNY DANIELS	101.42.4200.423.60045	714.00
PETTY CASH - WF PURCHASE CARD FEES	JOHNNY DANIELS WF OC	08/31/2021	JOHNNY DANIELS	101.42.4200.423.60045	(714.00)
PRECISE MRM	200-1032368	09/02/2021	TRUCK DATA	101.43.5200.443.30700	38.36
RCM SPECIALTIES, INC.	8177	09/02/2021	spray patching	101.43.5200.443.40046	8,587.50
SCOTT NELSON COACHING, INC.	2166	09/02/2021	Employee Coaching sessions	101.41.1100.413.30500	500.00
SERVICE TODAY	8/26/2021 6905 Carleda	09/02/2021	Permit refund - job cancelled	101.45.0000.3224000	44.00
SHAPCO PRINTING	260778	08/24/2021	door hangers	101.44.6000.451.50030	509.00
SIGNWAREHOUSE, INC.	73604	09/02/2021	sign parts	101.43.5200.443.60016	381.53
SOLBERG AGGREGATE CO	24523	08/24/2021	class 5 crushed lime	101.43.5200.443.60016	768.38
SPS COMPANIES, INC.	IV00515542	08/24/2021	name pins	101.42.4200.423.60045	2,779.26
SPS COMPANIES, INC.	IV00517067	09/02/2021	badges for uniforms	101.42.4200.423.60045	699.56
STAFFORD HOME SERVICE	8/25/2021	09/01/2021	Permit refund 6805 Benton	101.45.0000.3219500	50.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2063826	08/24/2021	ARPA Admin Fee	101.41.1100.413.30550	30.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2063826	08/24/2021	ARPA Admin Fee	101.42.4000.421.30550	90.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2063826	08/24/2021	ARPA Admin Fee	101.43.5000.441.30550	30.00
TDS METROCOM	44421	09/02/2021	Analog phone	101.47.1400.413.50020	175.46
TEXAS STATE DISBURSEMENT UNIT	INV0119476	08/27/2021	CASE #0012022247	101.203.2032100	230.77
THE ROOF GUYS	44433	09/02/2021	Permit refund	101.45.0000.3221000	84.00
TOTAL CONSTRUCTION & EQUIP.	31096	09/02/2021	repair SV receptacle	101.44.6000.451.40047	174.42
TWIN CITIES FOUNTAIN SERVICES	2286	09/02/2021	replacement part for Simley Lake fountains	101.44.6000.451.40047	2,892.00
TYLER TECHNOLOGIES, INC	025-344830	09/02/2021	Finance software	101.47.1400.413.40035	138.00
TYLER TECHNOLOGIES, INC	025-346379	09/02/2021	Finance software	101.47.1400.413.40035	438.00
UNIFIRST CORPORATION	642463	08/24/2021	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	642463	08/24/2021	Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	900645230	09/02/2021	UNIFORMS	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900645230	09/02/2021	UNIFORMS	101.44.6000.451.60045	14.24
VERIFIED CREDENTIALS, INC.	321974	09/02/2021	Solicitor Permits	101.41.1100.413.30700	576.25
VERIFIED CREDENTIALS, INC.	321981	09/02/2021	Background checks	101.41.1100.413.30500	684.75
WI SCTF (WI SUPPORT COLLECTIONS TRUST F	INV0118550	08/13/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WI SCTF (WI SUPPORT COLLECTIONS TRUST F	INV0119481	08/27/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WS&D PERMIT SERVICE	44433	09/02/2021	Permit refund	101.45.0000.3221000	129.80
WS&D PERMIT SERVICE	8/25/2021 8393 copperfield	09/02/2021	Permit refund - job cancelled	101.45.0000.3221000	271.40
WS&D PERMIT SERVICE	8/25/21 6353 Dawn	09/02/2021	Permit refund - patio door	101.45.0000.3221000	94.40
WS&D PERMIT SERVICE	8/26/2021 6619 Babcock	09/02/2021	Permit refund - job cancelled	101.45.0000.3221000	450.80
WSB & ASSOCIATES, INC.	R-017699-000-3	09/02/2021	Interim Public Works Director Services	101.43.5000.441.30700	4,750.00
XCEL ENERGY	743020221	08/18/2021	51-5279113-0	101.43.5400.445.40020	9,674.56
XCEL ENERGY	743020221 CR	08/18/2021	51-5279113-0	101.44.6000.451.40020	(93.68)
XCEL ENERGY	743199380	08/18/2021	51-5185446-3	101.42.4000.421.40042	43.93
XCEL ENERGY	743342913 CR	08/18/2021	51-4779167-3	101.44.6000.451.40010	(90.01)
XCEL ENERGY	743342913 CR	08/18/2021	51-4779167-3	101.44.6000.451.40020	(966.42)
XCEL ENERGY	743599176	08/18/2021	51-5279113-0	101.43.5400.445.40020	7.33
Fund: 101 - GENERAL FUND					865,683.18
BENJAMIN GERALD BIGELOW	44440	09/02/2021	IGH Days Kids Court	204.44.6100.452.30700	290.00
BROADWAY AWARDS	49335	09/02/2021	Safety Camp awards	204.44.6100.452.60009	655.50
G BOLTZ BOLTON	44440	09/02/2021	IGH Days Kids Court	204.44.6100.452.30700	500.00
GET MESSY LLC	11442158	09/02/2021	August art kits	204.44.6100.452.30700	36.00
HEARD, MARYLEE	44396	09/02/2021	Unable to attend luncheon	204.227.2271000	7.00
HOFMEISTER, ERICH	44397	09/02/2021	Sick / Skyhawks sports camp	204.44.0000.3470000	89.00
HOLMES DESIGN, INC.	5313	09/02/2021	Parks and Rec design	204.44.6100.452.30700	1,058.50
HOLMES DESIGN, INC.	5314	09/02/2021	Parks and Rec design	204.44.6100.452.30700	980.00
IGH SENIOR CLUB	44421	09/02/2021	sr club June 2021 dues and program fees	204.227.2271000	338.00
JUNG, NICOLE	44397	09/02/2021	Tax refund	204.207.2070300	3.33
JUNG, NICOLE	44397	09/02/2021	Tax refund	204.44.0000.3471000	46.67
KINDER FIT LLC	6123R	09/02/2021	Amazing Athletes summer	204.44.6100.452.30700	1,235.00
KRECH, BETTY	44405	09/02/2021	Damage Deposit	204.207.2070300	3.33
KRECH, BETTY	44405	09/02/2021	Damage Deposit	204.44.0000.3471000	46.67
LOPEZ, LAURA	44391	08/24/2021	Tax refund	204.207.2070300	3.33
LOPEZ, LAURA	44391	08/24/2021	Tax refund	204.44.0000.3471000	46.67
MATTSON, MARY B.	44403	09/02/2021	Flat fee for archery instructor	204.44.6100.452.30700	300.00
MAYER ARTS INC	3349	09/02/2021	music camps	204.44.6100.452.30700	3,840.00
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	204.207.2070300	280.95
PETTY CASH - WF PURCHASE CARD FEES	RACHEL MIKEL WF OOP	08/31/2021	RACHEL MIKEL	204.44.6100.452.50065	17.92
REVOLUTIONARY SPORTS, LLC	2036	09/02/2021	baseball/ninja warrior classes spr/su 2021	204.44.6100.452.30700	5,341.00
REVOLUTIONARY SPORTS, LLC	2038	09/02/2021	baseball/ninja warrior class 2nd sess summer 2021	204.44.6100.452.30700	2,352.00
SKYHAWKS SPORTS ACADEMY, INC.	17509	09/02/2021	sand vb and bb camps	204.44.6100.452.30700	2,094.40
SKYHAWKS SPORTS ACADEMY, INC.	17510R1R	09/02/2021	Skyhawks multi sport camp	204.44.6100.452.30700	690.40
SKYHAWKS SPORTS ACADEMY, INC.	17511R	09/02/2021	Skyhawks Flag Ftball Camp	204.44.6100.452.30700	952.00
SKYHAWKS SPORTS ACADEMY, INC.	17513	09/02/2021	multi sport camp	204.44.6100.452.30700	952.00
SMITH, DIANA	7/12/21R	09/02/2021	7on7 touch football	204.44.0000.3470000	65.00
SOUTH EAST UMPIRES ASSN	44408	09/02/2021	adult SB umps	204.44.6100.452.30700	3,690.50
TAHO SPORTSWEAR	21TS2627R	09/02/2021	Safety Camp tees	204.44.6100.452.60045	840.50
TORNQUIST, VALERIE	44392	09/02/2021	Schedule change / Amazing athletes	204.44.0000.3470000	170.00
WESTPHAL, JANET	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.207.2070300	4.77
WESTPHAL, JANET	01/20/2021	12/31/2020	COVID Closure, Partial Refund of League	204.44.0000.3470000	66.89
WESTPHAL, JANET	01/28/2021	02/09/2021	No Gym - Cancelled due to COVID	204.207.2070300	20.95
WESTPHAL, JANET	01/28/2021	02/09/2021	No Gym - Cancelled due to COVID	204.222.2222000	294.05
YILEK, KAITLIN	1	09/02/2021	misc Fine Arts classes	204.44.6100.452.30700	1,164.80
Fund: 204 - RECREATION FUND					28,477.13
AFTON, DAHN	12/28/2020	12/31/2020	Covid closure	205.44.0000.3493501	65.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
APEC	124341	09/02/2021	HVAC filters	205.44.6200.453.60016	294.93
AQUA LOGIC, INC.	51735	09/02/2021	new one meter dive board and stand	205.44.6200.453.80200	21,600.00
AQUA LOGIC, INC.	51736	09/02/2021	spa repairs	205.44.6200.453.40040	515.38
BOLAND, KATHLEEN	12/07/2020	12/29/2020	Covid closure	205.44.0000.3493501	86.66
CDW GOVERNMENT INC	G704642R	09/02/2021	monitors for rooms internet connection	205.44.6200.453.80800	1,929.04
GARTNER REFRIGERATION & MFG, INC	10135054	08/24/2021	compressor repairs	205.44.6200.453.40040	1,183.50
GARTNER REFRIGERATION & MFG, INC	10135116	08/24/2021	replace leaks detector	205.44.6200.453.40040	2,550.76
GERADS, JOLENE	44403	09/02/2021	Medical	205.44.0000.3493501	201.00
GRAINGER	9001752634	08/24/2021	sump pump	205.44.6200.453.40040	266.80
GRAINGER	9004253622R	08/24/2021	batteries	205.44.6200.453.60016	183.96
GRAINGER	9004253622R	08/24/2021	batteries	205.44.6200.453.60016	183.96
GRAINGER	9004253630R	08/24/2021	door threshold	205.44.6200.453.60016	21.87
GRAINGER	9008094360	08/24/2021	utility containers	205.44.6200.453.60040	270.48
GRAINGER	9008094360	08/24/2021	utility containers	205.44.6200.453.60040	270.48
GRAINGER	9919165325CR	08/24/2021	returned lubricans	205.44.6200.453.60016	(1,039.50)
GRAINGER	9960954452R	08/24/2021	water hoses	205.44.6200.453.60016	121.60
GRAINGER	9032324353	09/02/2021	toilet parts	205.44.6200.453.60016	32.07
HILLYARD INC	604432567	08/24/2021	misc cleaning supplies	205.44.6200.453.60011	187.53
HILLYARD INC	604432567	08/24/2021	misc cleaning supplies	205.44.6200.453.60011	187.53
HILLYARD INC	604437540	09/02/2021	misc cleaning supplies	205.44.6200.453.60011	91.81
HILLYARD INC	604437540	09/02/2021	misc cleaning supplies	205.44.6200.453.60011	91.81
HOLMES DESIGN, INC.	5313	09/02/2021	Parks and Rec design	205.44.6200.453.30700	1,059.00
HOLMES DESIGN, INC.	5314	09/02/2021	Parks and Rec design	205.44.6200.453.30700	980.00
HUEBSCH SERVICES	20094966	08/24/2021	lobby mats	205.44.6200.453.40040	72.18
HUEBSCH SERVICES	20094966	08/24/2021	lobby mats	205.44.6200.453.40040	288.71
KULLY SUPPLY, INC.	554638	08/24/2021	part for water fountain	205.44.6200.453.60016	215.38
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	205.207.2070300	6,243.98
NAC MECHANICAL & ELECTRICAL SERVICE	187095	08/24/2021	retrofits to fire alarm systems	205.44.6200.453.80200	21,850.00
NASSEFF PLUMBING & HEATING, INC.	32932	08/24/2021	repair gas bypass valve	205.44.6200.453.40040	2,361.00
NASSEFF PLUMBING & HEATING, INC.	32998	08/24/2021	IR heater filters	205.44.6200.453.60016	190.63
NASSEFF PLUMBING & HEATING, INC.	33560	08/24/2021	condenser repair above slide	205.44.6200.453.40040	475.00
NASSEFF PLUMBING & HEATING, INC.	33902	08/24/2021	replace compressor	205.44.6200.453.40040	5,540.00
NASSEFF PLUMBING & HEATING, INC.	34179	08/24/2021	replace actuator valves	205.44.6200.453.40040	978.00
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	3.14
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	5.21
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	5.49
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	7.17
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	9.07
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	10.86
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	3.36
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	10.86
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	5.21
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	14.39
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	26.77
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	36.96
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	37.52
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	3.36
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	3.36
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	3.36
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	26.77
PETTY CASH - WF PURCHASE CARD FEES	RICK ROACH WF OOP 7/	08/31/2021	RICK ROACH	205.44.6200.453.50065	5.21
PUSH PEDAL PULL	317180	09/02/2021	equip repair parts	205.44.6200.453.40042	139.00
REFLECTIONS WINDOW WASHING, LLC	6642	08/24/2021	outside window cleaning	205.44.6200.453.40040	357.50
REFLECTIONS WINDOW WASHING, LLC	6642	08/24/2021	outside window cleaning	205.44.6200.453.40040	357.50
SANTANA, JOSEFINE	44398	09/02/2021	Due to VMCC error	205.44.0000.3493501	22.00
THE METRO GROUP INC	PI761252	09/02/2021	arena chemicals	205.44.6200.453.60016	1,876.50
TOTAL CONSTRUCTION & EQUIP.	30839	08/24/2021	misc work at VMCC Grove	205.44.6200.453.40040	174.42
TOTAL CONSTRUCTION & EQUIP.	30839	08/24/2021	misc work at VMCC Grove	205.44.6200.453.40040	5,022.75
XCEL ENERGY	743342913	08/18/2021	51-4779167-3	205.44.6200.453.40010	3,063.22
XCEL ENERGY	743342913	08/18/2021	51-4779167-3	205.44.6200.453.40010	1,884.63
XCEL ENERGY	743342913	08/18/2021	51-4779167-3	205.44.6200.453.40020	17,080.71
XCEL ENERGY	743342913	08/18/2021	51-4779167-3	205.44.6200.453.40020	7,167.30
Fund: 205 - COMMUNITY CENTER					106,914.15
HOISINGTON KOEGLER GROUP INC.	020-057-8	09/02/2021	Vista Pines construction assistance	402.44.6000.451.30700	11,659.28
M & J SERVICES, LLC	2430	08/24/2021	set new HVP stone sign	402.44.6000.451.30700	1,325.00
RIVARD STONE, INC.	104733	09/02/2021	HVP park sign	402.44.6000.451.80300	7,525.00
STARS & STRIPES LAWN & LANDSCAPE INC	44425	09/02/2021	Vista Pines Mtn Bike Trail/skills course	402.44.6000.451.30700	17,035.00
Fund: 402 - PARK ACQ. & DEV. FUND					37,544.28
BRUCE NELSON PLUMBING AND HEATING SER\	85435	08/24/2021	install ice machine at station 2	434.42.4200.423.30700	2,180.00
PARAMETERS LTD	57303	08/24/2021	station 2 invoice	434.42.4200.423.30700	66.67
TOTAL CONSTRUCTION & EQUIP.	30749	08/24/2021	Station 2 work	434.42.4200.423.30700	5,733.15
Fund: 434 - 2014 IMPROVEMENT FUND					7,979.82
MN POLLUTION CONTROL AGENCY	10000130729	09/02/2021	Cahill Trunk Drainage	436.73.5900.736.30300	625.00
Fund: 436 - 2016 IMPROVEMENT FUND					625.00
BRAUN INTERTEC CORPORATION	B261914	08/24/2021	RAP & CCP svcs	437.44.5900.737.30700	701.70
Fund: 437 - 2017 IMPROVEMENT FUND					701.70

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
DAKOTA CTY FINANCIAL SVCS	41678	09/02/2021	Utility Improvements	440.74.5900.740.30700	282,571.70
GOODPOINTE TECHNOLOGY, INC.	4181	09/02/2021	Goodpoint Technology	440.74.5900.740.30340	2,805.00
GOODPOINTE TECHNOLOGY, INC.	4182	09/02/2021	Goodpoint Technology	440.74.5900.740.30340	2,866.50
GOODPOINTE TECHNOLOGY, INC.	4183	09/02/2021	Goodpoint Technology	440.74.5900.740.30340	4,125.00
KIMLEY-HORN & ASSOCIATES, INC.	19249348R	09/02/2021	Carleda Way	440.74.5900.740.30300	9,663.47
MCNAMARA CONTRACTING INC	44421	09/02/2021	Bryant Lane Improvements	440.74.5900.740.80300	651,007.45
STANTEC CONSULTING SERVICES INC.	1818505	09/02/2021	Northwest Area WM Cost Update	440.74.5900.740.30300	796.00
STANTEC CONSULTING SERVICES INC.	1818505	09/02/2021	Northwest Area WM Cost Update	440.74.5900.740.30300	796.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					954,631.12
EMMONS & OLIVIER RESOURCES	00095-0066-9	09/02/2021	Online Regional Basin Map Development	441.43.0000.3434500	1,697.50
EMMONS & OLIVIER RESOURCES	00095-0071-2	09/02/2021	NWA Regional Model Updates	441.43.0000.3434500	7,698.25
EMMONS & OLIVIER RESOURCES	00095-0071-6	09/02/2021	NWA Regional Model Updates	441.43.0000.3434500	2,046.25
ESS BROTHERS & SONS INC	BB7153	09/02/2021	STORMWATER SUPPLIES	441.74.5900.741.40066	6,669.50
XCEL ENERGY	743020221 CR	08/18/2021	51-5279113-0	441.74.5900.741.40020	(1,046.92)
Fund: 441 - STORM WATER MANAGEMENT					17,064.58
DANNER INC	44431	09/02/2021	Final Payment	446.74.5900.746.80300	4,575.11
DANNER INC	44431	09/02/2021	Final Payment	446.74.5900.746.80300	19,299.78
WSB & ASSOCIATES, INC.	0-001702-270-25	09/02/2021	65th Street & Utilities	446.74.5900.746.30300	391.50
WSB & ASSOCIATES, INC.	R-014154-000-25	09/02/2021	65th Street and Utility	446.74.5900.746.30300	261.00
Fund: 446 - NW AREA					24,527.39
EMMONS & OLIVIER RESOURCES	00095-0075-2	09/02/2021	Updates to NWA stormwater plan	448.74.5900.748.30300	9,421.25
Fund: 448 - NWA - STORM WATER					9,421.25
BARR ENGINEERING COMPANY	23190218.00-298	08/24/2021	Pine Bend permitting assistance	451.75.5900.751.30700	3,878.00
BARR ENGINEERING COMPANY	23190218.00-297B	08/24/2021	enviro tech assistance re landfill permitting	451.75.5900.751.30700	6,352.50
DAKOTA CTY FINANCIAL SVCS	00041407R	09/02/2021	Fiber build golf maint	451.47.1400.413.80800	29,520.88
JR'S APPLIANCE DISPOSAL	105090	09/02/2021	scrap	451.45.3000.419.40025	73.93
LIBERTY TIRE RECYCLING, LLC	2164040	09/02/2021	tire recycle	451.45.3000.419.40025	280.60
LIBERTY TIRE RECYCLING, LLC	2164203	09/02/2021	recycled tires	451.45.3000.419.40025	254.80
Fund: 451 - HOST COMMUNITY FUND					40,360.71
MAX STEININGER, INC.	44417	09/02/2021	VMCC Parking Lot Pay Voucher No. 1	470.44.5900.770.80300	211,554.52
Fund: 470 - 2020 IMPROVEMENT FUND					211,554.52
BELAIR EXCAVATING	44418	09/02/2021	Southern trunk watermain improvements	471.43.0000.3650000	136,325.81
CLAREY'S SAFETY EQUIPMENT	195802	08/24/2021	NDTA supplies	471.42.4200.423.60018	556.77
Fund: 471 - 2021 IMPROVEMENT FUND					136,882.58
AUTOMATIC SYSTEMS CO.	36199S	08/24/2021	WTP maintenance	501.50.7100.512.30700	1,554.20
BLACKTOP PROS, LLC	21-5432	08/24/2021	main break repair	501.50.7100.512.40046	1,250.00
CORE & MAIN LP	P427567	08/24/2021	A-1 covers and hydrant wrenches	501.50.7100.512.40043	1,438.40
CORE & MAIN LP	P430599	08/24/2021	Meter reading parts	501.50.7100.512.40043	592.19
CORE & MAIN LP	P495072	09/02/2021	new meter	501.50.7100.512.75500	567.81
FERGUSON WATERWORKS	480686	08/24/2021	Misc Parts	501.50.7100.512.60016	25.78
HAWKINS, INC.	4979545	09/02/2021	chemical pump	501.50.7100.512.60019	1,689.00
HAWKINS, INC.	6003139	09/02/2021	chemicals	501.50.7100.512.60019	892.00
LONE OAK COMPANIES	8/16/2021	08/24/2021	Postage for 8.2021 Billing	501.50.7100.512.50035	780.30
MID CITY SERVICES, INC.	161020	08/24/2021	rugs	501.50.7100.512.40040	55.20
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	501.207.2070200	10,214.06
NEW TECH ELECTRIC SYSTEMS, INC.	14047	09/02/2021	water tower work	501.50.7100.512.40040	1,825.00
SHADES OF GREEN OUTDOOR SERVICES, LLC.	1415	09/02/2021	lawn care	501.50.7100.512.30700	1,700.00
TOTAL CONSTRUCTION & EQUIP.	30979	08/24/2021	power issue well house	501.50.7100.512.40040	174.42
TURNER BROTHERS INC	44438CR	09/02/2021	Refund hydrant permit #2107	501.207.2070300	(31.13)
TURNER BROTHERS INC	44438CR	09/02/2021	Refund hydrant permit #2107	501.50.0000.3813000	(436.93)
VALLEY-RICH CO, INC	29805	09/02/2021	curbboox repair	501.50.7100.512.40046	3,443.20
WATER CONSERVATION SERVICES INC	11572	08/24/2021	Leak Detection	501.50.7100.512.30700	8,274.00
Fund: 501 - WATER UTILITY FUND					34,007.50
DAKOTA ELECTRIC ASSN	200010048618 8/21	08/20/2021	200010048618	502.51.7200.514.40020	100.56
LONE OAK COMPANIES	8/16/2021	08/24/2021	Postage for 8.2021 Billing	502.51.7200.514.50035	780.30
METROPOLITAN COUNCIL	1127914	09/02/2021	Waste Water Services - Met Council	502.51.7200.514.40015	162,719.73
Fund: 502 - SEWER UTILITY FUND					163,600.59
114INK	23267	09/02/2021	logo poker chips for resale	503.52.8200.523.76400	250.67
114INK	23268	09/02/2021	can coolers for resale	503.52.8200.523.76400	267.81
BREAKTHRU BEVERAGE MINNESOTA	340664889	09/02/2021	beer for resale	503.52.8300.524.76150	725.55
CHUNG, CHUL	44426	08/24/2021	Tax refund	503.207.2070300	20.68
CHUNG, CHUL	44426	08/24/2021	Tax refund	503.52.0000.3483900	290.32
CHUNG, CHUL	44426	08/24/2021	Tax refund	503.52.0000.3483950	37.00
COCA COLA BOTTLING COMPANY	3607211653	09/02/2021	pop/water for resale	503.52.8300.524.76100	549.93
COCA COLA BOTTLING COMPANY	3762201269	09/02/2021	pop for resale	503.52.8300.524.76100	457.44
COLLEGE CITY BEVERAGE	719974	08/24/2021	GC beer for resale	503.52.8300.524.76150	532.60
COLLEGE CITY BEVERAGE	722268	08/24/2021	beer for resale	503.52.8300.524.76150	388.00
COLLEGE CITY BEVERAGE	724205	09/02/2021	beer for resale	503.52.8300.524.76150	240.45
COVERALL OF THE TWIN CITIES INC	1590010871	09/02/2021	monthly club house cleaning	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	200002013605 8/21	08/20/2021	200002013605	503.52.8600.527.40020	232.47
DRAFT TECHNOLOGIES	8232101	09/02/2021	beer line cleaning	503.52.8300.524.40042	55.00
JJ TAYLOR DIST. COMPANY OF MN	3224917	09/02/2021	liquor for resale	503.52.8300.524.76150	714.40
JORDAN OR ALANNA HARPER	August 3, 2021	08/19/2021	Tax refund	503.207.2070300	62.05
JORDAN OR ALANNA HARPER	August 3, 2021	08/19/2021	Tax refund	503.52.0000.3483900	870.95
JORDAN OR ALANNA HARPER	August 3, 2021	08/19/2021	Tax refund	503.52.0000.3483950	111.00
M. AMUNDSON LLP	322221	08/24/2021	food for resale	503.52.8300.524.76050	162.85
MANSFIELD OIL COMPANY	22541102	08/24/2021	cart fuel	503.52.8400.525.60021	1,201.25
MANSFIELD OIL COMPANY	22571471	09/02/2021	cart fuel	503.52.8400.525.60021	1,696.24

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
MN DEPT OF REVENUE	July 2021	08/20/2021	July 2021 - Sales & Use Tax	503.207.2070300	24,496.80
MTI DISTRIBUTING CO	1315633-00	09/02/2021	parts for GC equipment	503.52.8600.527.40042	394.60
MTI DISTRIBUTING CO	1316171-00	09/02/2021	parts for GC equipment	503.52.8600.527.40042	489.21
NATURE CALLS, INC.	27222B	09/02/2021	July port a potties	503.52.8600.527.40065	128.55
OLSON, TODD	August 5, 2021	08/19/2021	Tax Refund	503.207.2070300	20.68
OLSON, TODD	August 5, 2021	08/19/2021	Tax Refund	503.52.0000.3483900	290.32
OLSON, TODD	August 5, 2021	08/19/2021	Tax Refund	503.52.0000.3483950	37.00
PERFORMANCE FOOD GROUP INC	61643558	09/02/2021	food & supplies for resale	503.52.8300.524.60065	155.45
PERFORMANCE FOOD GROUP INC	61643558	09/02/2021	food & supplies for resale	503.52.8300.524.76050	722.81
PERFORMANCE FOOD GROUP INC	61643558	09/02/2021	food & supplies for resale	503.52.8300.524.76100	116.20
PLAISTED COMPANIES, INC.	45954	09/02/2021	course topdressing	503.52.8600.527.60020	1,479.64
SOUTH BAY DESIGN	80221	09/02/2021	July site updates	503.52.8500.526.50025	80.00
SUPERIOR TURF SERVICES INC	1455	09/02/2021	herbicide	503.52.8600.527.60030	3,196.08
THE CIT GROUP COMMERCIAL SERVICES	70572478	09/02/2021	apparel for resale	503.52.8200.523.76200	54.02
WINFIELD SOLUTIONS, LLC	64614220B	09/02/2021	pesticide	503.52.8600.527.60035	80.21
WINFIELD SOLUTIONS, LLC	64623622B	09/02/2021	herbicide/fertilizer	503.52.8600.527.60030	1,779.47
WINFIELD SOLUTIONS, LLC	64623623B	09/02/2021	herbicide/fertilizer	503.52.8600.527.60030	2,190.94
WINFIELD SOLUTIONS, LLC	64634515	09/02/2021	herbicide	503.52.8600.527.60030	321.53
XCEL ENERGY	742219582	08/18/2021	51-5754364-1	503.52.8500.526.40010	50.83
XCEL ENERGY	742219582	08/18/2021	51-5754364-1	503.52.8500.526.40020	4,024.99
XCEL ENERGY	742219582	08/18/2021	51-5754364-1	503.52.8600.527.40010	37.94
XCEL ENERGY	742219582	08/18/2021	51-5754364-1	503.52.8600.527.40020	12,818.25
Fund: 503 - INVER WOOD GOLF COURSE					62,956.99
STANTEC CONSULTING SERVICES INC.	1818505	09/02/2021	Northwest Area WM Cost Update	511.50.7100.512.30300	6,546.50
Fund: 511 - NWA - WATER					6,546.50
ADVANCED GRAPHIX, INC.	207380	08/24/2021	Advanced Graphix	602.00.2100.415.40048	342.00
Fund: 602 - RISK MANAGEMENT					342.00
CENTENNIAL GLASS	I00011314	09/02/2021	Windshield	603.00.5300.444.40041	150.00
CENTENNIAL GLASS	I00011315	09/02/2021	Windshield	603.00.5300.444.40041	150.00
CLAREY'S SAFETY EQUIPMENT	195781	08/24/2021	cabinet medical supplies	603.00.5300.444.40065	420.80
FEDERAL SIGNAL CORPORATION	7830419	09/02/2021	Weather Sirens	603.00.5300.444.80800	28,276.00
GERLACH OUTDOOR POWER EQUIP	220366	08/24/2021	539	603.00.5300.444.40041	59.30
GRAINGER	9024094758	08/24/2021	Keyed Padlock for Sirens	603.00.5300.444.80800	100.20
HANCO CORPORATION	589893	09/02/2021	LRC Deestone	603.00.5300.444.40041	29.12
HUOT CONSTRUCTION & SERVICES, INC.	7476	08/24/2021	Building Womens bathroom	603.00.5300.444.40040	16,042.80
INSPEC INC	214892-11	09/02/2021	building maintenance	603.00.5300.444.40040	2,135.00
INSPEC INC	214893-9	09/02/2021	Building plans	603.00.5300.444.40040	2,085.00
INVER GROVE FORD	5302275B	09/01/2021	Reissue of check #236178	603.00.5300.444.40041	365.22
INVER GROVE FORD	5302668	08/24/2021	E21	603.00.5300.444.40041	67.90
INVER GROVE FORD	5303089	09/02/2021	Valve ASY	603.00.5300.444.40041	39.22
INVER GROVE FORD	5303090	09/02/2021	Switch - Window	603.00.5300.444.40041	26.91
INVER GROVE FORD	5303112	09/02/2021	Valve ASY	603.00.5300.444.40041	24.08
INVER GROVE FORD	5303153	09/02/2021	Fuel cannister	603.00.5300.444.40041	83.49
INVER GROVE FORD	5303154	09/02/2021	Valve ASY	603.00.5300.444.60012	144.48
INVER GROVE FORD	5303226	09/02/2021	Brake Kit	603.00.5300.444.40041	45.99
INVER GROVE FORD	5303415	09/02/2021	Brake pad & rotor	603.00.5300.444.40041	182.85
INVER GROVE FORD	5303776	09/02/2021	CAP - RAD	603.00.5300.444.40041	5.99
INVER GROVE FORD	5303777	09/02/2021	Brake pad & rotor	603.00.5300.444.40041	206.99
INVER GROVE FORD	5303837	09/02/2021	Mirror ASY	603.00.5300.444.40041	225.52
INVER GROVE FORD	6348662/1	09/02/2021	Gas engine repair	603.00.5300.444.40041	3,553.20
INVER GROVE FORD	6349243/1	09/02/2021	Steering & suspension repair	603.00.5300.444.40041	189.99
INVER GROVE FORD	6349294	09/02/2021	2026 repairs	603.00.5300.444.40041	726.26
L.T.G. POWER EQUIPMENT	260979	08/24/2021	500	603.00.5300.444.40041	48.03
MACQUEEN EMERGENCY GROUP	P05609	09/02/2021	parts for E33 and L13	603.00.5300.444.40041	40.89
MACQUEEN EMERGENCY GROUP	W03684	09/02/2021	service on E33	603.00.5300.444.40041	1,317.60
MACQUEEN EMERGENCY GROUP	W03751	09/02/2021	service done to T26	603.00.5300.444.40041	432.00
MANSFIELD OIL COMPANY	22541779	08/24/2021	Fuel	603.140.1450060	4,828.53
MANSFIELD OIL COMPANY	22541780	08/24/2021	Fuel	603.140.1450060	9,419.64
MANSFIELD OIL COMPANY	22541781R	08/24/2021	Fuel	603.140.1450060	1,233.79
MANSFIELD OIL COMPANY	22513172	09/02/2021	Fuel	603.140.1450060	1,045.16
MID CITY SERVICES, INC.	161021	08/24/2021	rugs	603.00.5300.444.40065	71.00
MID CITY SERVICES, INC.	163156	09/02/2021	RUGS	603.00.5300.444.40065	71.00
MN DEPT OF REVENUE	07/31/2021	08/19/2021	July 2021 fuel tax	603.00.5300.444.60021	245.67
MN GLOVE & SAFETY, INC.	329947	08/24/2021	Shop	603.00.5300.444.60012	59.40
MTI DISTRIBUTING CO	1318569-00	09/02/2021	532	603.00.5300.444.40041	661.93
MTI DISTRIBUTING CO	1318718-00	09/02/2021	Parts/Supplies	603.00.5300.444.40041	1,716.83
NATURE CALLS, INC.	27240	09/02/2021	porta potties outside building	603.00.5300.444.40040	120.00
NORTH AMERICAN TRAILER SALES	30004178595	09/02/2021	Lamp bulb split color	603.00.5300.444.40041	7.65
NUSS TRUCK AND EQUIPMENT	4678816P	08/24/2021	Truck 321	603.00.5300.444.40041	575.88
NUSS TRUCK AND EQUIPMENT	4678911P	08/24/2021	Truck 329	603.00.5300.444.40041	575.88
NUSS TRUCK AND EQUIPMENT	4679266P	08/24/2021	Truck 321	603.00.5300.444.40041	393.28
NUSS TRUCK AND EQUIPMENT	4679072P	09/02/2021	Filters, Kit & Screws	603.00.5300.444.40041	124.27
NUSS TRUCK AND EQUIPMENT	4679589P	09/02/2021	Windshield	603.00.5300.444.40041	456.91
NUSS TRUCK AND EQUIPMENT	4679682P	09/02/2021	Windshield & Brake Chambers	603.00.5300.444.40041	456.91
NUSS TRUCK AND EQUIPMENT	4679756P	09/02/2021	Lamp	603.00.5300.444.40041	128.40
O' REILLY AUTO PARTS	1767-159863	08/24/2021	Shop	603.00.5300.444.60012	31.98
O' REILLY AUTO PARTS	1767-162969	08/24/2021	Gen1	603.00.5300.444.40041	4.24
O' REILLY AUTO PARTS	1767-163998	08/24/2021	Stock	603.140.1450050	12.62
O' REILLY AUTO PARTS	1767-164177	08/24/2021	335	603.00.5300.444.40041	73.61
O' REILLY AUTO PARTS	1767-164418	08/24/2021	520	603.00.5300.444.40041	36.26
O' REILLY AUTO PARTS	1767-165092	08/24/2021	Gen1	603.00.5300.444.40041	111.04
O' REILLY AUTO PARTS	1767-164204	09/02/2021	Stock	603.140.1450050	25.24
O' REILLY AUTO PARTS	1767-164277	09/02/2021	Stock	603.140.1450050	90.28
O' REILLY AUTO PARTS	1767-166548	09/02/2021	Stock	603.140.1450050	45.82

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
O' REILLY AUTO PARTS	1767-168964	09/02/2021	Stock	603.140.1450050	111.33
PIONEER ENGINEERING	210804012	08/24/2021	Weather Sirens	603.00.5300.444.80800	1,000.00
POMP'S TIRE SERVICE, INC.	980082034	08/24/2021	Stock	603.140.1450050	834.06
POMP'S TIRE SERVICE, INC.	980082806	08/24/2021	Stock	603.140.1450050	834.06
POMP'S TIRE SERVICE, INC.	980083651	08/24/2021	T5	603.00.5300.444.40041	170.00
POMP'S TIRE SERVICE, INC.	150146808	09/02/2021	347	603.00.5300.444.40041	566.43
POMP'S TIRE SERVICE, INC.	980083576	09/02/2021	Stock	603.140.1450050	731.58
REED'S SALES & SERVICE	166223	08/24/2021	Buildings	603.00.5300.444.40040	5.64
SCHADEGG MECHANICAL, INC	57409	09/02/2021	building plumbing	603.00.5300.444.40040	2,160.91
SNAP-ON INDUSTRIAL	ARV/49490306	09/02/2021	Small tools	603.00.5300.444.60040	114.84
SOUTH EAST TOWING, Inc.	227315	08/24/2021	E21	603.00.5300.444.40041	249.00
SYN-TECH SYSTEMS	236459	08/24/2021	gas keys	603.00.5300.444.40040	138.00
TITAN MACHINERY	15612041GP	09/02/2021	341	603.00.5300.444.40041	8.29
TOTAL CONSTRUCTION & EQUIP.	30981	08/24/2021	building bathroom	603.00.5300.444.40040	149.20
TOWMASTER TRAILERS INC	441954	09/02/2021	Air bag	603.00.5300.444.40041	361.93
TRI-STATE BOBCAT INC.	R32107	09/02/2021	Rental	603.00.5300.444.40050	440.00
TWIN CITY MARINA	20937	08/24/2021	repair Boat 1	603.00.5300.444.40041	3,765.22
UNIFIRST CORPORATION	642463	08/24/2021	Uniforms	603.00.5300.444.40065	125.75
UNIFIRST CORPORATION	642463	08/24/2021	Uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	900645230	09/02/2021	UNIFORMS	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	900645230	09/02/2021	UNIFORMS	603.00.5300.444.60045	21.14
WORLD FUEL SERVICES	234415429002-41801	08/24/2021	Inventory	603.140.1450050	1,301.61
WORLD FUEL SERVICES	245195703046-41801	09/02/2021	Stock	603.140.1450050	782.31
WORLD FUEL SERVICES	245198133225-41801	09/02/2021	Stock	603.140.1450050	762.38
XCEL ENERGY	743020221	08/18/2021	51-5279113-0	603.00.5300.444.40010	73.69
XCEL ENERGY	743020221 CR	08/18/2021	51-5279113-0	603.00.5300.444.40020	(1,003.94)
ZIEGLER INC	IN000183515	08/24/2021	458	603.00.5300.444.40041	26.84
Fund: 603 - CENTRAL EQUIPMENT					93,655.21
GRAINGER	9008348147	08/24/2021	light bulbs	605.00.7500.460.60016	374.80
GRAINGER	9037011278	09/02/2021	plate castor	605.00.7500.460.60016	37.10
GRAINGER	9037460251	09/02/2021	lt bulbs and plate castors	605.00.7500.460.60016	59.54
HUEBSCH SERVICES	20094965	08/24/2021	lobby floor mats	605.00.7500.460.40065	139.59
HUEBSCH SERVICES	20097588	09/02/2021	CH floor mats	605.00.7500.460.40065	139.59
LVC COMPANIES, INC.	67512	08/24/2021	annual fire alarm monitoring at VMCC	605.00.7500.460.50055	380.00
MCKINSTRY ESSENTION LLC	20050260	08/24/2021	continuing work per contract	605.00.7500.460.30700	13,458.33
NAC MECHANICAL & ELECTRICAL SERVICE	187563	09/02/2021	repairs to PD heat pump	605.00.7500.460.40040	7,862.39
NASSEFF PLUMBING & HEATING, INC.	33016	08/24/2021	PD semi annual pm	605.00.7500.460.40040	1,301.00
NASSEFF PLUMBING & HEATING, INC.	33017	08/24/2021	qtrly pm	605.00.7500.460.40040	759.00
NASSEFF PLUMBING & HEATING, INC.	34366	09/02/2021	replaced hot water pump at PD	605.00.7500.460.40040	1,715.93
NASSEFF PLUMBING & HEATING, INC.	34404	09/02/2021	replaced mini split AC	605.00.7500.460.40040	2,493.20
REFLECTIONS WINDOW WASHING, LLC	6642	08/24/2021	outside window cleaning	605.00.7500.460.40040	1,950.00
TOTAL CONSTRUCTION & EQUIP.	21649R	08/24/2021	re-do supports for hallway lights at CH	605.00.7500.460.40040	3,539.76
TOTAL CONSTRUCTION & EQUIP.	30447R	08/24/2021	LED retrofits at CH	605.00.7500.460.40040	1,141.70
TOTAL CONSTRUCTION & EQUIP.	30447R	08/24/2021	LED retrofits at CH	605.00.7500.460.80200	3,880.83
TOTAL CONSTRUCTION & EQUIP.	30980	08/24/2021	disconnect and reconnect cubbies at CH	605.00.7500.460.40040	2,032.23
XCEL ENERGY	743599176	08/18/2021	51-5279113-0	605.00.7500.460.40020	11,230.13
Fund: 605 - CITY FACILITIES					52,495.12
DAKOTA CTY ATTORNEY	44438	09/02/2021	Forfeiture 19-1996	702.229.2291000	89.25
ELIZABETH SCHMIDT	7/09/2021	08/19/2021	Refund - variance application fee	702.229.2301203	2,000.00
EMMONS & OLIVIER RESOURCES	00095-0070-7	09/02/2021	The Crossings Stormwater Review	702.229.2295403	2,743.75
EMMONS & OLIVIER RESOURCES	00095-0072-7	09/02/2021	Settlers Ridge North	702.229.2284803	1,796.03
EMMONS & OLIVIER RESOURCES	00095-0073-6	09/02/2021	Settlers Ridge	702.229.2284803	4,943.75
EMMONS & OLIVIER RESOURCES	00095-0073-6	09/02/2021	Settlers Ridge	702.229.2298103	6,382.75
EMMONS & OLIVIER RESOURCES	00095-0074-3	09/02/2021	Inverpoint 2nd Addition - Site Inspections	702.229.2297103	2,330.84
GAETKE, DAWN	44421	09/02/2021	Escrow release	702.229.2293103	183.24
IGH INVESTMENT, LLC	44427	09/02/2021	Escrow release	702.229.2288101	24,738.50
LENNAR CORPORATION - U.S. HOME CORP.	156979	09/02/2021	Escrow refund - 6990 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	163225	09/02/2021	Escrow refund - 6994 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	183886	09/02/2021	Escrow refund - 7219 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	183887	09/02/2021	Escrow refund - 6944 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	186275	09/02/2021	Escrow refund - 6940 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	186277	09/02/2021	Escrow refund - 7250 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	186278	09/02/2021	Escrow refund - 6936 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	186279	09/02/2021	Escrow refund - 6948 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	186280	09/02/2021	Escrow refund - 6946 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	189396	09/02/2021	Escrow refund - 7181 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	191832	09/02/2021	Escrow refund - 7117 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	192944	09/02/2021	Escrow refund - 6945 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	192959	09/02/2021	Escrow refund - 6947 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	195926	09/02/2021	Escrow refund - 7285 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	197931	09/02/2021	Escrow refund - 7287 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	197932	09/02/2021	Escrow refund - 6951 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	197933	09/02/2021	Escrow refund - 6949 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	197934	09/02/2021	Escrow refund - 6953 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	2033409	09/02/2021	Escrow refund - 7096 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	218694	09/02/2021	Escrow refund - 6967 Archer Pl.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	226231	09/02/2021	Escrow refund - 7058 Arlo Way	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	226252	09/02/2021	Escrow refund - 6761 Alverno Ln	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	230831	09/02/2021	Escrow refund - 1388 66th St. W.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	230837	09/02/2021	Escrow refund - 6892 Alverno Ct	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	232001	09/02/2021	Escrow refund-6901, 05, 09, 13, 17&19 Archer Ct.	702.229.2299800	5,000.00
LENNAR CORPORATION - U.S. HOME CORP.	232826	09/02/2021	Escrow refund - 7129 Archer Trl.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	233367B	09/02/2021	Escrow refund - 6541 Alverno Ln.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	233386	09/02/2021	Escrow refund - 7279 Archer Tr.	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	233407	09/02/2021	Escrow refund - 7118 Archer Tr.	702.229.2299800	2,500.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
LENNAR CORPORATION - U.S. HOME CORP.	265432	09/02/2021	Escrow refund - 6993, 95, 97 & 99 Archer Pl.	702.229.2299800	5,000.00
PINE BEND RNG LLC	44420	09/02/2021	Escrow reduction	702.229.2299903	727,875.00
SHORT ELLIOTT HENDRICKSON, INC.	410274R	09/02/2021	T-Mobile Site at 50th St	702.229.2291203	781.04
STANTEC CONSULTING SERVICES INC.	1818505	09/02/2021	Northwest Area WM Cost Update	702.229.2295703	298.50
STANTEC CONSULTING SERVICES INC.	1818505	09/02/2021	Northwest Area WM Cost Update	702.229.2296703	1,691.50
STATE TREASURER'S OFFICE	44438	09/02/2021	Forfeiture- 19-1996	702.229.2291000	29.75
TURNER BROTHERS INC	44438	09/02/2021	Refund hydrant permit #2107	702.229.2294300	1,500.00
WASHINGTON COUNTY COURT ADMIN	120903327	09/02/2021	Bail Money- CN:21-2875	702.229.2291000	50.00
WSB & ASSOCIATES, INC.	R-017593-000-6B	09/02/2021	Settlers Ridge Development	702.229.2284803	1,250.25
WSB & ASSOCIATES, INC.	R-017593-000-6B	09/02/2021	Settlers Ridge Development	702.229.2296703	302.50
Fund: 702 - ESCROW FUND					858,986.65
Grand Total					3,714,957.97

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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.

Full-time Employment:

Theresa Burger, Customer Service Specialist

Seasonal/Temporary Employment:

Alexandra Larson, Non-Certified Swim Instructor
Anna Miller, Golf Course Food and Beverage Concessionaire
Autumn Drake, Fitness Instructor
Avery Fredericks, Lifeguard
Chelsey Peterson, Paid On-Call Firefighter
Dale Hoefs, Temporary Combination Inspector
Paul Hanson, Golf Course Ranger
Paul Williams, VMCC Operations Helper
Richard Lough, Golf Course Ranger
Samantha Martinez-Alquicira
Samuel Morisset, Paid On-Call Firefighter
Sara Beebe, Paid On-Call Firefighter
Timothy Voight, Paid On-Call Firefighter
Travis Dohmen, Paid On-Call Firefighter
William Niedorf, Golf Course Outside Services
Zoe Sellner-Keer, Lifeguard

Voluntary Resignations, Retirements and/or Terminations:

Amy Berglund, Utility Maintenance Worker (Retirement)
Ben Fugere, Paid On-Call Firefighter

Brynna Feyereisen, Golf Course Outside Services
Dave Molitor, Golf Ranger
Elizabeth Wohl, Golf Course Food and Beverage Concessionaire
Lauren Smithberg, Golf Course Food and Beverage Concessionaire
Leighton Olson, Golf Course Outside Services
Madelyn Holman, Golf Course Outside Services
Matthew Kuefler, Golf Course Outside Services
Natalie Alecu, Golf Course Outside Services
Paul Garcia, Golf Ranger
Ryan Berg, Golf Shop Concessionaire
Talia Bergerson, Golf Course Food and Beverage Concessionaire
Taylor Bergum, Golf Course Food and Beverage Concessionaire

**Request for Council Action****TITLE:** Approval of Weather Warning Siren Easements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Commander Josh Otis	Budget amendment requested	
Prepared by:	Commander Josh Otis	FTE included in current complement	
Reviewed by:	Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The City of Inver Grove Heights has purchased two weather warning sirens to provide additional warning siren coverage in areas near Hilltop and Pine Bend Elementary schools where the City's other weather warning sirens are not audible. The sirens have been installed on property owned by the School District, and the City is asked to consider approval of permanent easements for the weather warning sirens, pending approval by Independent School District No. 199 of the same.

SUMMARY:

The Council is asked to consider approval of the attached three documents:

1. Resolution approving acquisition of permanent easements for weather warning sirens
2. Hilltop Elementary Weather Warning Siren Easement
3. Pine Bend Elementary Weather Warning Siren Easement

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

RESOLUTION NO. 2021-233

**RESOLUTION APPROVING ACQUISITION OF PERMANENT EASEMENTS FOR
WEATHER WARNING SIRENS**

WHEREAS, the City of Inver Grove Heights has purchased two weather warning sirens to provide additional warning siren coverage in areas of the City where weather warning sirens are not currently audible; and

WHEREAS, the warning sirens have been installed on the Hilltop Elementary and Pine Bend Elementary properties; and

WHEREAS, of Inver Grove Heights desires to obtain permanent easements for the sirens from Independent School District No. 199; and

WHEREAS, the City has the power and authority to acquire 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 Weather Warning Siren Easements attached as **Exhibit A**.
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. because 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 Weather Warning Siren Easements and staff are authorized to record the same.

Passed this 13th day of September, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A
WEATHER WARNING SIREN EASEMENTS

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[Space reserved for recording data.]

WEATHER WARNING SIREN EASEMENT

THIS WEATHER WARNING SIREN EASEMENT AGREEMENT (“Easement Agreement” or “Agreement”), is made this ____ day of _____, 2021, between **Independent School District No. 199**, a Minnesota public school corporation (“School District”), and the **City of Inver Grove Heights**, a Minnesota municipal corporation (“City”).

WHEREAS, School District is the fee owner of land commonly known as Hilltop Elementary School (“Elementary”) located at 3201 68th Street East, Inver Grove Heights, MN 55076 and legally described on the attached **Exhibit A** (the “Property”); and,

WHEREAS, City is seeking an area of land to locate a weather warning signal (“Weather Warning Signal”) to enhance its current weather warning signal coverage in the southeast area of the City of Inver Grove Heights; and

WHEREAS, School District supports the City’s efforts to increase weather warning signal coverage throughout the City, and in particular in the area where Hilltop Elementary is located; and

WHEREAS, in exchange for the City agreeing to install, at no cost to the School District, a Weather Warning Siren on the Property, the School District is willing to grant an easement to City on the Property for installation of the Weather Warning Signal, along with necessary rights of ingress and egress for maintenance, repair, and replacement of the same; and

WHEREAS, School District and City wish to enter into an agreement which will grant to City a Weather Warning Siren Easement over that portion of the Property legally described on the attached **Exhibit B** and depicted on the attached **Exhibit C** attached hereto (the “Easement Area”) for use as a location for a Weather Warning Siren.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollar (\$1.00) in hand paid by City to the School District, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE ONE
WEATHER WARNING SIREN AND RIGHT OF ENTRY

- 1.01 Weather Warning Siren.** School District hereby grants to City, its successors and assigns, a Weather Warning Siren Easement in, under, on, and over the Easement Area for the purpose of installing and maintaining a Weather Warning Siren.
- 1.02 Right of Entry.** School District hereby grants to City, its agents, servants, representatives, and contractors, the right, privilege and license to enter upon the Property as reasonably necessary, and the right to park in the Property's parking lot, for the purposes of installing and maintaining a Weather Warning Siren and for all such purposes ancillary thereto. Prior to installation of the Siren, the City shall provide the School District with plans illustrating the location of the Siren and all utilities and fencing. The School District shall review said plans within 14 days of receipt. If no response is received by the City after 14 days, the plans shall be deemed approved.

ARTICLE TWO
TERM

- 2.01 Perpetual Term.** This Agreement shall be effective as of the date of its execution by all the Parties hereto, and shall continue in full force and effect unless terminated, in writing, by the City.

ARTICLE THREE
EASEMENT AREA CONDITIONS & RESTRICTIONS

- 3.01 Limitation of Man-made Structures.** No building, impervious surface, utility, or other man-made structure shall be placed by City on the Property except in the Easement Area. At its own expense, City shall be allowed to construct fencing, to remain in place year round, that is acceptable to School District around, over, and through the Easement Area and, subject to section 1.01, may locate such structures, poles, solar panels, and other items within the Easement Area necessary for the City to utilize the Easement Area for its intended purpose as the location of a Weather Warning Siren.
- 3.02 Hazardous Substances.** With respect to the Easement Area, School District represents and warrants that School District has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Easement Area, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. SS 9601, et. seq., or Minn. Stat., Sec. 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

To the extent allowed by law, School District agrees to indemnify and hold harmless City, against any and all loss, costs, damage and expense, including reasonable attorneys' fees and

costs, resulting from or due to the release or threatened release of Hazardous Substances which were, or have been used, employed, deposited, stored, disposed of, placed, or otherwise located or allowed to be located, in or on the Easement Area by School District, its employees, agents, contractors or representatives.

ARTICLE FOUR RESPONSIBILITIES OF PARTIES

- 4.01 Maintenance.** City, at its sole cost and expense, shall prepare the Easement Area for the Weather Warning Siren, and shall be solely responsible for maintenance of the Weather Warning Siren and all related structures, fences, or buildings.
- 4.03 Restoration.** Upon termination of this Easement Agreement, City, at its sole cost and expense, shall restore the Easement Area to as much of its pre-Easement Area condition as reasonably possible.
- 4.04 Interference.** School District shall not interfere with City's use of the Easement Area for the Weather Warning Siren or in any way disturb, remove, destroy, or damage the Weather Warning Siren.

ARTICLE FIVE INDEMNIFICATION

- 5.01 Indemnification.** To the extent allowed by law, School District shall indemnify, hold harmless and defend City, its officials, employees, volunteers and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, arising out of the act or omission of School District or failure to adequately perform its obligations pursuant to this Agreement. City shall indemnify, hold harmless and defend School District, its officials, employees, volunteers and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, arising out of the act or omission of City or failure to adequately perform its obligations pursuant to this Agreement. The Parties agree that the single tort cap limits specified for cooperative agreements under Minnesota Statutes, Section 471.59 subd. 1a, or as may be amended, shall apply to this Agreement and the activities contemplated hereunder.

**ARTICLE SIX
MISCELLANEOUS**

- 6.01 Notices.** All notices or communications required by this Agreement shall be addressed to the following:

If to City:	City of Inver Grove Heights Attn: <u>Kris Wilson, City Administrator</u> 8150 Barbara Avenue Inver Grove Heights, MN 55075 Email: <u>kwilson@ighmn.gov</u>
If to School District:	Independent School District No. 199 Attn: _____ _____ _____ Email: _____

- 6.02 Written Amendments.** This Agreement shall not be amended, modified or changed without the prior written consent of both Parties.
- 6.03 Entire Agreement.** This Agreement constitutes the complete agreement of the Parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.
- 6.04 Assignability.** Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.
- 6.05 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.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the Parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew
Its: Mayor

Attest:

Rebecca Kiernan
Its: 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 City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The East 626.13 feet of the West 1460.93 feet of the South 617.4 feet of the North one half of the Southwest Quarter (N $\frac{1}{2}$ of SW $\frac{1}{4}$) of Section 3, Township 27, Range 22, according to the Government Survey thereof.

AND

That part of the South 417.4 feet of the West 834.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27 North, Range 22 West, Dakota County, Minnesota, which lies East of a line drawn from a point on the North line of said South 417.4 feet of the West 834.8 feet, distance 337.86 feet West of the Northeast corner thereof, to a point on the South line of said South 417.4 feet of the West 834.8 feet, distant 364.75 feet West of the Southeast corner thereof.

Abstract Property

PID: 20-00300-52-031

EXHIBIT B

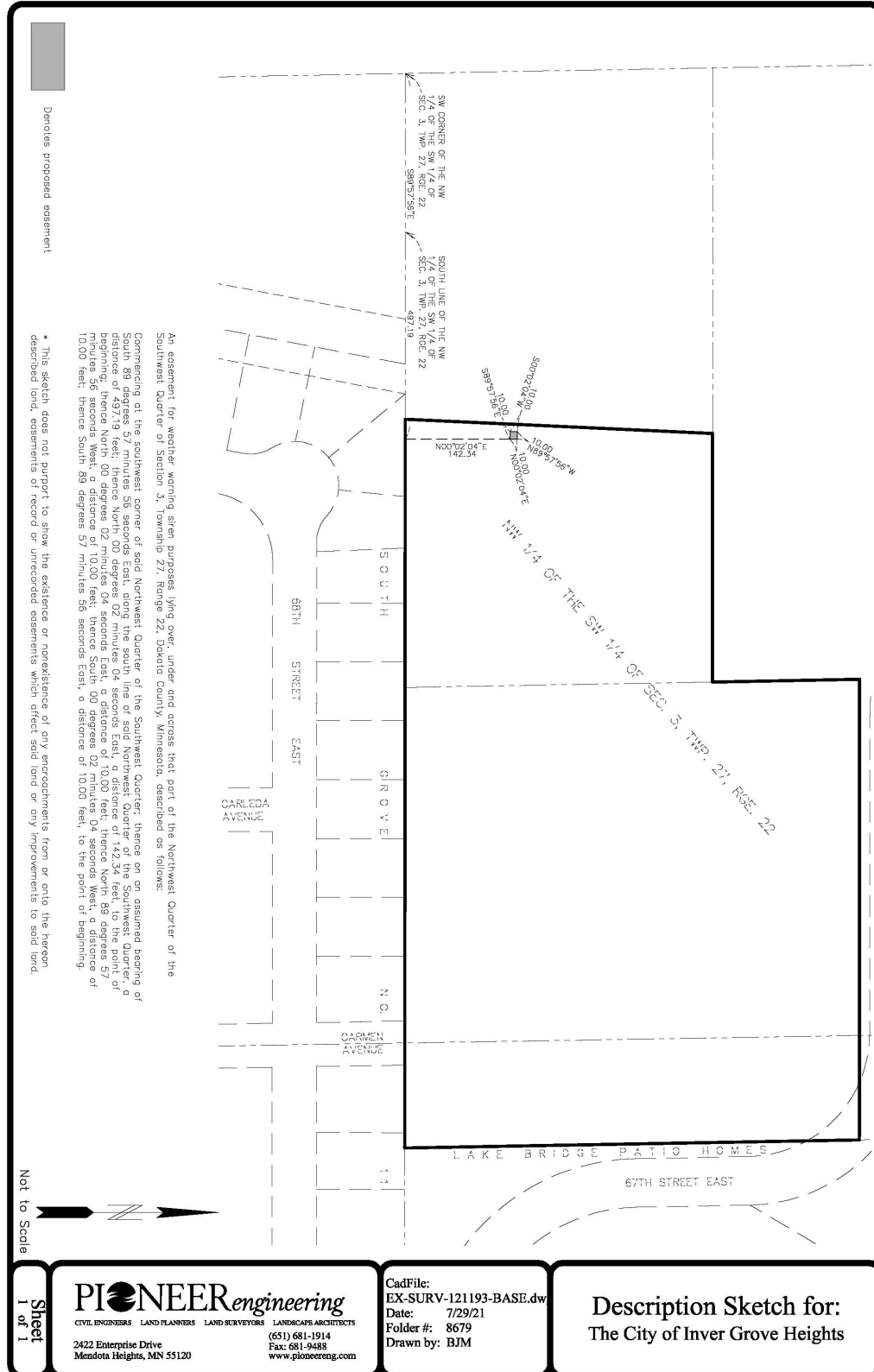
LEGAL DESCRIPTION OF EASEMENT AREA

An easement for weather warning siren purposes lying over, under and across that part of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southwest Quarter; thence on an assumed bearing of South 89 degrees 57 minutes 56 seconds East, along the south line of said Northwest Quarter of the Southwest Quarter, a distance of 497.19 feet; thence North 00 degrees 02 minutes 04 seconds East, a distance of 142.34 feet, to the point of beginning; thence North 00 degrees 02 minutes 04 seconds East, a distance of 10.00 feet; thence North 89 degrees 57 minutes 56 seconds West, a distance of 10.00 feet; thence South 00 degrees 02 minutes 04 seconds West, a distance of 10.00 feet; thence South 89 degrees 57 minutes 56 seconds East, a distance of 10.00 feet, to the point of beginning.

EXHIBIT C

DEPICTION OF EASEMENT AREA



[Space reserved for recording data.]

WEATHER WARNING SIREN EASEMENT

THIS WEATHER WARNING SIREN EASEMENT AGREEMENT (“Easement Agreement” or “Agreement”), is made this ____ day of _____, 2021, between **Independent School District No. 199**, a Minnesota public school corporation (“School District”), and the **City of Inver Grove Heights**, a Minnesota municipal corporation (“City”).

WHEREAS, School District is the fee owner of land commonly known as Pine Bend Elementary School (“Pine Bend Elementary”) located at 9875 Inver Grove Trail, Inver Grove Heights, MN 55076 and legally described on the attached **Exhibit A** (the “Property”); and,

WHEREAS, City is seeking an area of land to locate a weather warning signal (“Weather Warning Signal”) to enhance its current weather warning signal coverage in the southeast area of the City of Inver Grove Heights; and

WHEREAS, School District supports the City’s efforts to increase weather warning signal coverage throughout the City, and in particular in the area where Pine Bend Elementary is located; and

WHEREAS, in exchange for the City agreeing to install, at no cost to the School District, a Weather Warning Siren on the Property, the School District is willing to grant an easement to City on the Property for installation of the Weather Warning Signal, along with necessary rights of ingress and egress for maintenance, repair, and replacement of the same; and

WHEREAS, School District and City wish to enter into an agreement which will grant to City a Weather Warning Siren Easement over that portion of the Property legally described on the attached **Exhibit B** and depicted on the attached **Exhibit C** attached hereto (the “Easement Area”) for use as a location for a Weather Warning Siren.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollar (\$1.00) in hand paid by City to the School District, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE ONE
WEATHER WARNING SIREN AND RIGHT OF ENTRY

- 1.01 Weather Warning Siren.** School District hereby grants to City, its successors and assigns, a Weather Warning Siren Easement in, under, on, and over the Easement Area for the purpose of installing and maintaining a Weather Warning Siren.
- 1.02 Right of Entry.** School District hereby grants to City, its agents, servants, representatives, and contractors, the right, privilege and license to enter upon the Property as reasonably necessary, and the right to park in the Property's parking lot, for the purposes of installing and maintaining a Weather Warning Siren and for all such purposes ancillary thereto. Prior to installation of the Siren, the City shall provide the School District with plans illustrating the location of the Siren and all utilities and fencing. The School District shall review said plans within 14 days of receipt. If no response is received by the City after 14 days, the plans shall be deemed approved.

ARTICLE TWO
TERM

- 2.01 Perpetual Term.** This Agreement shall be effective as of the date of its execution by all the Parties hereto, and shall continue in full force and effect unless terminated, in writing, by the City.

ARTICLE THREE
EASEMENT AREA CONDITIONS & RESTRICTIONS

- 3.01 Limitation of Man-made Structures.** No building, impervious surface, utility, or other man-made structure shall be placed by City on the Property except in the Easement Area. At its own expense, City shall be allowed to construct fencing, to remain in place year round, that is acceptable to School District around, over, and through the Easement Area and, subject to section 1.01, may locate such structures, poles, solar panels, and other items within the Easement Area necessary for the City to utilize the Easement Area for its intended purpose as the location of a Weather Warning Siren.
- 3.02 Hazardous Substances.** With respect to the Easement Area, School District represents and warrants that School District has not used, employed, deposited, stored, disposed of, placed or otherwise allowed to come in or on the Easement Area, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. SS 9601, et. seq., or Minn. Stat., Sec. 115B.01, et. seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

To the extent allowed by law, School District agrees to indemnify and hold harmless City, against any and all loss, costs, damage and expense, including reasonable attorneys' fees and costs, resulting from or due to the release or threatened release of Hazardous Substances which

were, or have been used, employed, deposited, stored, disposed of, placed, or otherwise located or allowed to be located, in or on the Easement Area by School District, its employees, agents, contractors or representatives.

ARTICLE FOUR RESPONSIBILITIES OF PARTIES

- 4.01 Maintenance.** City, at its sole cost and expense, shall prepare the Easement Area for the Weather Warning Siren, and shall be solely responsible for maintenance of the Weather Warning Siren and all related structures, fences, or buildings.
- 4.03 Restoration.** Upon termination of this Easement Agreement, City, at its sole cost and expense, shall restore the Easement Area to as much of its pre-Easement Area condition as reasonably possible.
- 4.04 Interference.** School District shall not interfere with City's use of the Easement Area for the Weather Warning Siren or in any way disturb, remove, destroy, or damage the Weather Warning Siren.

ARTICLE FIVE INDEMNIFICATION

- 5.01 Indemnification.** To the extent allowed by law, School District shall indemnify, hold harmless and defend City, its officials, employees, volunteers and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, arising out of the act or omission of School District or failure to adequately perform its obligations pursuant to this Agreement. City shall indemnify, hold harmless and defend School District, its officials, employees, volunteers and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees, arising out of the act or omission of City or failure to adequately perform its obligations pursuant to this Agreement. The Parties agree that the single tort cap limits specified for cooperative agreements under Minnesota Statutes, Section 471.59 subd. 1a, or as may be amended, shall apply to this Agreement and the activities contemplated hereunder.

ARTICLE SIX

MISCELLANEOUS

6.01 Notices. All notices or communications required by this Agreement shall be addressed to the following:

If to City:

City of Inver Grove Heights
Attn: Kris Wilson, City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55075
Email: kwilson@ighmn.gov

If to School District:

Independent School District No. 199
Attn: _____

Email: _____

6.02 Written Amendments. This Agreement shall not be amended, modified or changed without the prior written consent of both Parties.

6.03 Entire Agreement. This Agreement constitutes the complete agreement of the Parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters.

6.04 Assignability. Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.

6.05 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.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the Parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew
Its: Mayor

Attest:

Rebecca Kiernan
Its: 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 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

**SCHOOL DISTRICT:
INDEPENDENT SCHOOL DISTRICT NO. 199**

Name (print): _____
Its: _____

Name (print): _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

 This instrument was acknowledged before me on this ____ day of _____,
2021, by _____ and _____, the
_____ and _____ of Independent
School District No. 199, a Minnesota public school corporation, on behalf of the public school
corporation.

Notary Public

**This instrument drafted by
And after recording, please return to:**
Bridget Nason (#0347322)
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) to the Northwesternly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence West to the point of beginning.

EXCEPT:

All that part of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) in Section 22, Township 27, Range 22, and that part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) in Section 27, Township 27, Range 22, described as commencing at the Northwest corner of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence East along the North line thereof to its intersection with a line running parallel to and 300 ft. East of the West line of the said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, which point of intersection is the point of beginning, thence South parallel to the West line of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) and parallel to the West line of the said Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) to the Northwesternly railroad right-of-way line of the Chicago Great Western Railway Company, thence Northeasterly along said railroad right-of-way line to its intersection with the center line of County Aid Road No. 21, thence Northerly along the center line of County Aid Road No. 21 to the North line of the said Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$), thence West to the point of beginning, Dakota County, Minnesota, lying westerly of Inver Grove Trail and lying northerly of a line 30 feet northerly of and parallel with said Line A from Point F to Point G.

Line A: Commencing at the South Quarter Corner of Section 22, T27N, R22W; thence South 89 degrees 47 minutes 04 seconds West, along the South line of the Southwest Quarter of said Section 22, 209.09 feet to the point of beginning; thence northwesterly 133.05 feet, along a non-tangential curve, concave to the northeast, having a radius of 1432.39 feet, a central angle of 5 degrees 19 minutes 20 seconds, and the chord of said curve bears North 24 degrees 33 minutes 17 seconds West; thence North 21 degrees 53 minutes 37 seconds West, tangent to last described curve, 115.94 feet; thence northerly 172.68 feet, along a tangential curve, concave to the east, having a radius of 477.46 feet, and a central angle of 20 degrees 43 minutes 20 seconds, to Point A; thence continuing

northerly 54.83 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 6 degrees 34 minutes 45 seconds, to Point B; thence continuing northerly 113.14 feet, along the extension of last described curve, having a radius of 477.46, and a central angle of 13 degrees 34 minutes 38 seconds, to Point C; thence North 18 degrees 59 minutes 06 seconds East, tangent to last described curve, 330.00 feet to Point D; thence continuing North 18 degrees 59 minutes 06 seconds East, 325.08 feet to Point E; thence continuing North 18 degrees 59 minutes 06 seconds East, 48.00 feet to Point F; thence North 71 degrees 00 minutes 41 seconds West, 33.00 feet to the westerly line of Inver Grove Trail; thence continuing North 71 degrees 00 minutes 41 seconds West, 85.63 feet; thence westerly 154.23 feet, along a tangential curve, concave to the south, having a radius of 460.00 feet, and a central angle of 19 degrees 12 minutes 39 seconds, to the intersection with a line 30 feet southerly of and parallel with the north line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 22, said intersection being Point G; thence South 89 degrees 46 minutes 31 seconds West, along said parallel line, 467.89 feet to Point H; thence northwesterly 670.27 feet, along a tangential curve, concave to the northeast, having a radius of 460.00 feet, and a central angle of 83 degrees 29 minutes 11 seconds, and said line there terminating.

Abstract Property

PID: 20-02200-55-011

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

An easement for weather warning siren purposes lying over, under and across that part of the Southeast Quarter of the Southwest Quarter of Section 22, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said Southeast Quarter of the Southwest Quarter; thence on an assumed bearing of North 89 degrees 46 minutes 31 seconds East, along the north line of said Southeast Quarter of the Southwest Quarter, a distance of 561.34 feet; thence South 00 degrees 13 minutes 29 seconds East, a distance of 138.25 feet, to the point of beginning; thence South 00 degrees 13 minutes 29 seconds East, a distance of 10.00 feet; thence North 89 degrees 46 minutes 31 seconds East, a distance of 10.00 feet; thence North 00 degrees 13 minutes 29 seconds West, a distance of 10.00 feet; thence South 89 degrees 46 minutes 31 seconds West, a distance of 10.00 feet, to the point of beginning.

DEPICTION OF EASEMENT AREA



**Request for Council Action****Consider Resolution Approving an Easement Consent Agreement with Xcel Energy for Public Improvements Related to Pine Bend Estates 2nd Addition Development**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Developer Funded	X

PURPOSE/ACTION REQUESTED

Consider resolution approving an easement consent agreement with Xcel Energy for public improvements related to Pine Bend Estates 2nd Addition development.

SUMMARY

On August 23rd, 2021, the City Council approved the final Plat, PUD Development Plan and agreements related to the Pine Bend 2nd Addition development. A condition of the approval is for the developer, Alliant Ventures III, LLC, to obtain an encroachment agreement with Xcel Energy to construct and maintain facilities.

An easement agreement between Xcel Energy, Alliant Ventures III, LLC and the City of Inver Grove Heights has been drafted and reviewed by City staff and the City Attorney. The agreement covers all necessary City infrastructure to be installed and maintained in the utility easement. All license fees, inspections and insurance requirements of the installation are to be funded by Alliant III, LLC or through development engineering escrow. The encroachment agreement requirements and exhibit pages are on file at the Engineering Division.

Staff recommends Council pass the resolution approving the Xcel Energy easement consent agreement for public infrastructure related to the Pine Bend 2nd Addition development.

SWD/kf

Attachment(s): Resolution
Exhibit

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

**RESOLUTION APPROVING AN EASEMENT CONSENT AGREEMENT WITH XCEL ENERGY FOR
PUBLIC IMPROVEMENTS RELATED TO PINE BEND ESTATES 2ND ADDITION DEVELOPMENT**

RESOLUTION NO. 2021-234

WHEREAS, August 23rd, 2021, the City Council approved the final Plat, PUD Development Plan and agreements related to the Pine Bend Estates 2nd development. A condition of the approval is for the developer, Alliant Ventures III, LLC, to obtain an encroachment agreement with Xcel Energy to construct street and utilities within the easement and under the transmission powerlines; and

WHEREAS, Xcel Energy requires an Easement Consent Agreement with Pine Bend Estates 2nd Addition and the City of Inver Grove Heights; and

WHEREAS, the agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Said agreement is hereby approved by the City Council of the City of Inver Grove Heights on September 13, 2021.
2. The City of Inver Grove Heights and staff are authorized to enter into an easement consent agreement for public street and utilities being installed within easement at Pine Bend Estates 2nd Addition. The proper City officers be and hereby are authorized to execute such agreement.
3. Funding for the easement agreement license fees, inspections and insurance requirements of the installation are to be funded by Pine Bend Estates 2nd Addition, Alliant Ventures III, LLC, or by the development engineering escrow.

Adopted by the City Council of Inver Grove Heights, Minnesota this September 13, 2021.

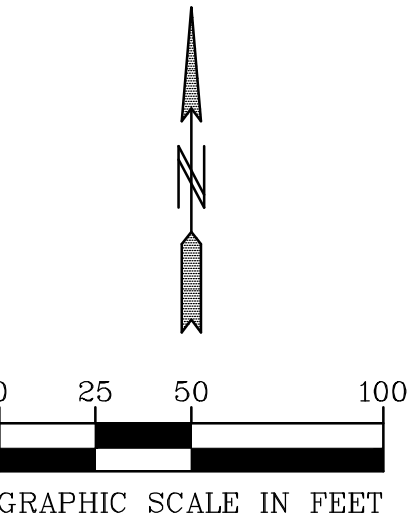
Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk

PRELIMINARY ZONING REQUIREMENTS WITH VARIANCES:

MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	40 FEET
MINIMUM SETBACK BETWEEN BUILDINGS	20 FEET
MINIMUM SIDE STREET SETBACK	25 FEET



BENCH MARK
TNH 400' WEST CAHILL
AVE. & INVER GROVE
TRAIL INT.
ELEV=870.62



Request for Council Action

Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 9185 Inver Grove Trail

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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 9185 Inver Grove Trail.

SUMMARY

The owners of 9185 Inver Grove Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Jerome Slama and Lisa McGinnis, have 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 has been 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 9185 Inver Grove Trail.

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR 9185 INVER GROVE TRAIL,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Jerome A. Slama and Lisa McGinnis, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** “Landowner” means Jerome A. Slama and Lisa McGinnis, husband and wife, and their successors and assigns.

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

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

1.5 **Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Certificate of Survey prepared by Acre Land Surveying dated July 26, 2021, and approved by the City Engineer on August 17, 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 September 13, 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 Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

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

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

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

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

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

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

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

d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

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

ARTICLE 5 **CITY'S COVENANTS**

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

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: Jerome A. Slama and Lisa McGinnis
9185 Inver Grove Trail
Inver Grove Heights, MN 55076

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

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

CITY OF INVER GROVE HEIGHTS

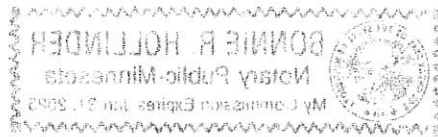
By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

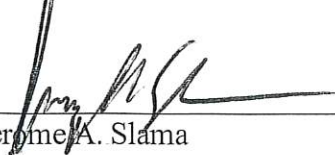
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

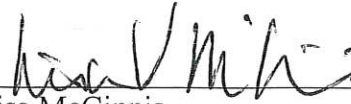


On this 13th day of September, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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

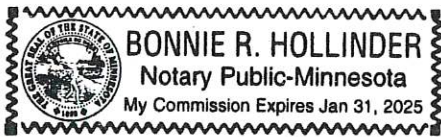
LANDOWNER:


Jerome A. Slama


Lisa McGinnis

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)
 county of Hennepin

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by Jerome A. Slama and Lisa McGinnis, husband and wife.




Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) of Section 23, Township 27 North, Range 22 West, beginning at a point on the South line of said quarter quarter, said point being 120.8 feet East of the Southwest corner thereof; thence North and parallel to the West line of said quarter quarter a distance of 424.8 feet; thence deflecting to the right 82 degrees 34 minutes a distance of 275.4 feet to the center line of C.A.R. No. 21; thence Southwesterly on a line which forms an angle of 76 degrees 39 minutes with the last described line, 103.0 feet to the beginning of a 12 degrees 45 minutes curve to the right, said curve having a central angle of 69 degrees 12 minutes a distance of 458.0 feet to its intersection with the South line of said quarter quarter; thence West along said quarter quarter line 10.3 feet to the point of beginning, according to the recorded plat thereof Dakota County, Minnesota.

Abstract Property

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by 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 Owner unless designated otherwise
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 otherwise
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Responsible Owner unless designated otherwise
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Responsible Owner unless designated otherwise
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 otherwise

EXHIBIT C
ANNUAL INSPECTION FORM

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

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

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

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

EXHIBIT D STORM WATER FACILITY PLAN

CERTIFICATE OF SURVEY

PROPERTY ADDRESS: 9185 INVER GROVE TRAIL, INVER GROVE HEIGHTS
FOR: JERRY SLAMA

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3412

Applicable only for performance with the Project and compliance with the information given in the Certificate of Survey. The Surveyor is responsible for all dimensions, quantities and conditions relating to the Project and correlated at the site; for all information and data used in the Project; for all techniques of construction; for all other information of the work of all parties and for assuring consistency with the Contract Documents.

Contract Documents do not release the Contractor of the responsibility for complying with the Contract Documents.
1 inch = 40 ft.

☒ APPROVED
☐ DISAPPROVED
☐ APPROVED AS NOTED
☐ DISAPPROVED AND RESUBMIT

8/17/2024 By: [Signature]

SETBACKS

FRONT = 30'
SIDE = 10'
REAR = 50'

PROPOSED ELEVATIONS

GARAGE FLOOR = 882.3
TOP OF FOUNDATION = 882.7
LOWEST FLOOR = 874.0

LEGEND

- DENOTES SOIL BORING
- DENOTES METAL SPIKE
- DENOTES IRON MONUMENT FOUND
- DENOTES IRON MONUMENT SET
- DENOTES WELL
- DENOTES UTILITY POLE
- DENOTES EXISTING CONTOUR
- GW — DENOTES GUY WIRE
- OHW — DENOTES OVERHEAD WIRE
- SB — DENOTES SETBACK
- TL — DENOTES TREE LINE
- G — DENOTES GRAVEL
- B — DENOTES BITUMINOUS
- E — DENOTES EXISTING ELEVATION

LEGAL DESCRIPTION

Commitment No.: 200553
The Land referred to herein below is situated in the County of Dakota, State of Minnesota, and is described as follows:
That part of the Northwest Quarter of the Northwest Quarter (NW1/4 of NW1/4) of Section 23, Township 27 North, Range 22 West, beginning at a point on the South line of said quarter quarter, said point being 120.8 feet East of the Southwest corner thereof; thence North and parallel to the West line of said quarter quarter a distance of 424.8 feet; thence deflecting to the right 82 degrees 34 minutes a distance of 275.4 feet at the center line of C.A.R. No. 21; thence Southwesterly on a line which forms an angle of 70 degrees 39 minutes with the last described line, 103.0 feet to the beginning of a 12 degrees 45 minutes curve to the right, said curve having a central angle of 69 degrees 12 minutes a distance of 458.0 feet to its intersection with the South line of said quarter quarter; thence West along said quarter quarter line 10.3 feet to the point of beginning, according to the recorded plat thereof Dakota County, Minnesota.
Abstract Property

NOTES

- Bearing's shown are on assumed datum.
- Setbacks shown herein provided by the city of Inver Grove Heights.
- City to verify any setback to the pond in the westerly portion shown herein.
- HOUSE PLACEMENT AND ELEVATIONS SET BY CONTRACTOR.
- FINISHED GRADE 10 FEET FROM PROPOSED BUILDING SHALL BE 0.5 FEET LOWER THAN THE FINISHED GRADE AT THE BUILDING.

I hereby certify that this plan, survey or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

[Signature]
JOSHUA P. SCHNEIDER

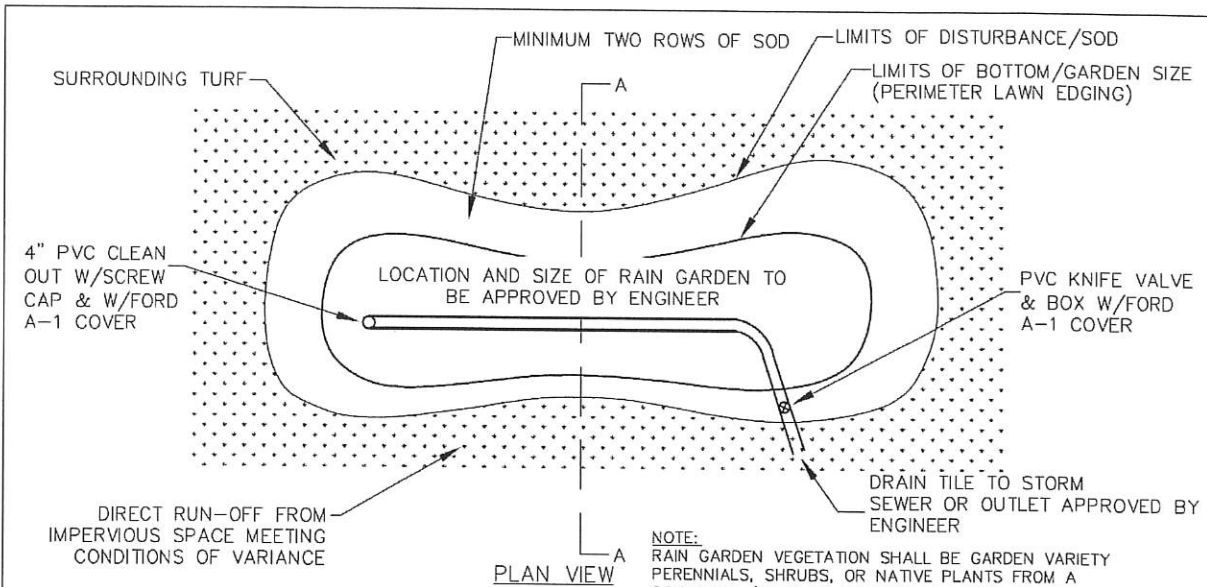
Revised: 7-26-21 (odd prop. house)
Date: 7-17-20 Rep. No. 44655

JOB #20228

ACRE LAND SURVEYING
Serving Twin Cities Metro
area and beyond

763-238-6278 js.acrelandsurvey@gmail.com

EXHIBIT E **RESIDENTIAL BIORETENTION BASIN (STM-15)**

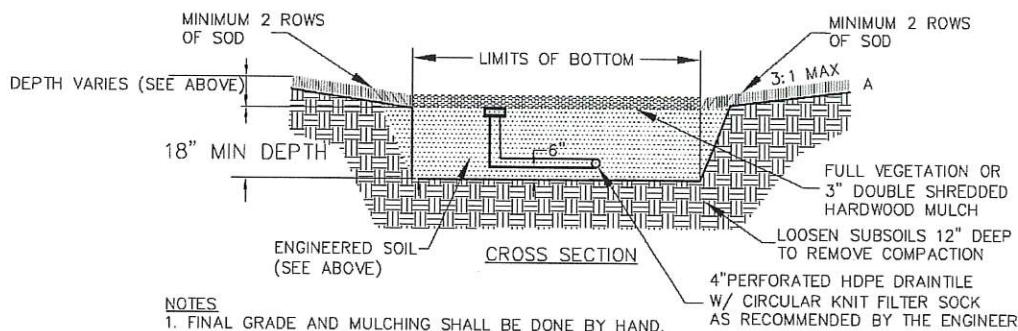


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"–18"
B	SAND WITH CLAY OR SILT	9"–12"
C	CLAY OR SILT WITH SAND	6"–9"
D	CLAYS OR SILTS	6"

NOTE:
 RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

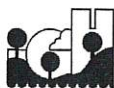
ENGINEERED SOIL (DCSWCD MIX B)
 80% COARSE-WASHED SAND (MNDOT 3126)
 20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
 NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
 3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
 VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____ (CF)



NOTES

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS
 ENGINEERING DEPARTMENT

01/17

PLATE NO.
 STM-15

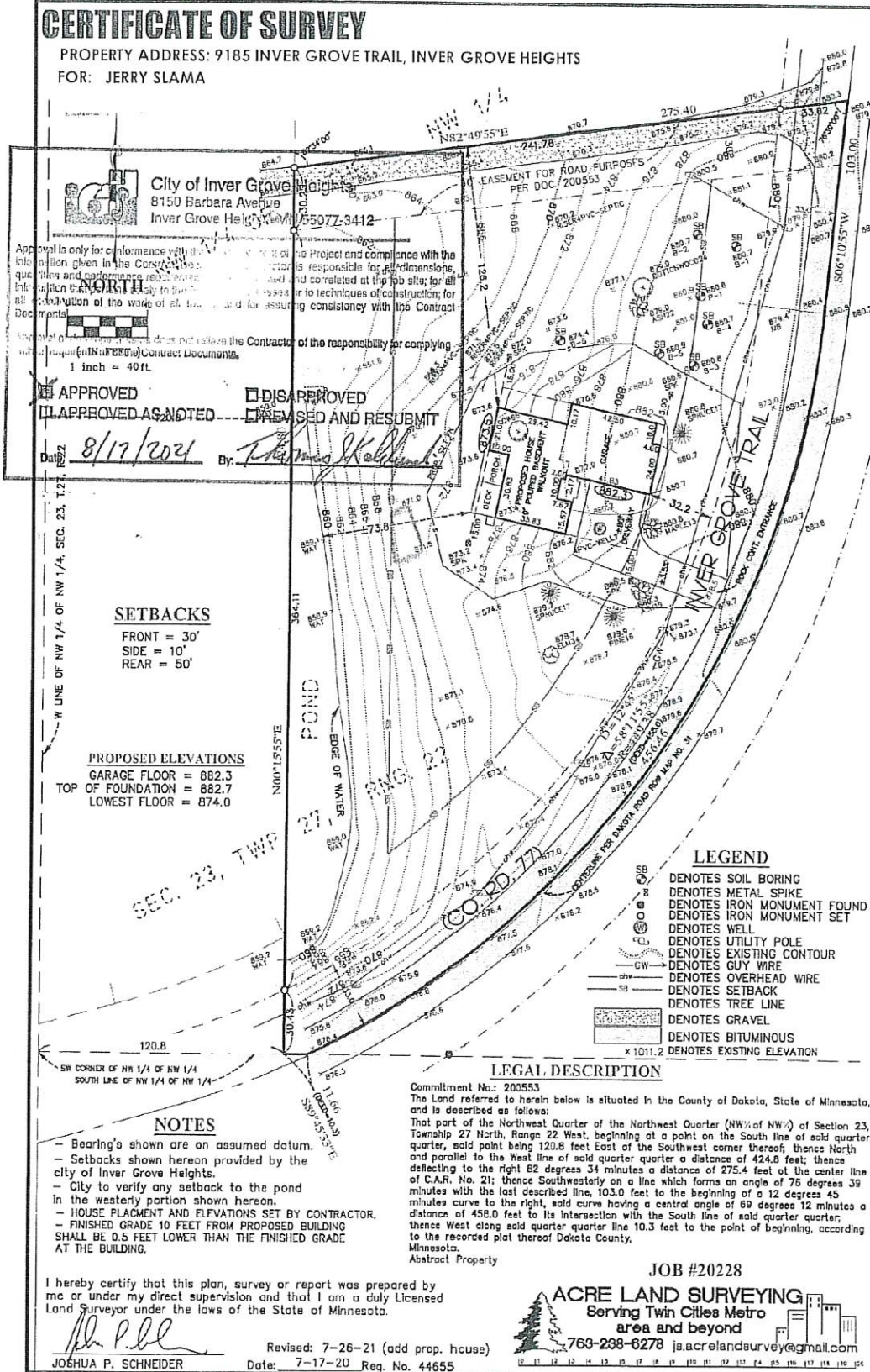
APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	7-26-21	Acre Land Surveying

The Development Plans were approved by the City Engineer on August 17, 2021.

CERTIFICATE OF SURVEY

PROPERTY ADDRESS: 9185 INVER GROVE TRAIL, INVER GROVE HEIGHTS
FOR: JERRY SLAMA



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 facilities
<u> X </u>	Prior to certificate of occupancy	Driveway
<u> X </u>	Prior to certificate of occupancy	As-built

CUSTOM GRADING AGREEMENT
FOR
9185 INVER GROVE TRAIL,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
9185 INVER GROVE TRAIL,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 13th day of September, 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 new 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, stormwater management and associated vegetative cover and landscaping;

WHEREAS, the Council 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 Director of PWD.

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 Jerome A. Slama and Lisa McGinnis, husband and wife, and their 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 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:

Jerome A. Slama and Lisa McGinnis
9185 Inver Grove Trail
Inver Grove Heights, MN 55076

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

1.19 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 their 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 an 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 shall deposit \$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 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 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 landscaping 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.

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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)

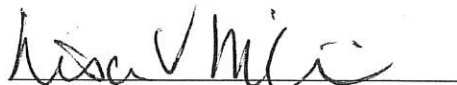
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 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

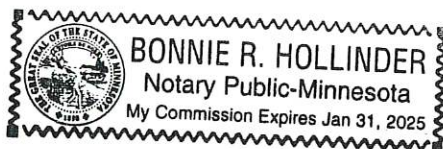
OWNER:

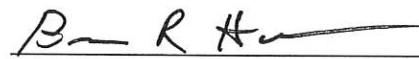

Jerome A. Slama


Lisa McGinnis

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)
County of Hennepin

The foregoing instrument was acknowledged before me this 25th day of August, 2021, by Jerome A. Slama and Lisa McGinnis, husband and wife.




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:**

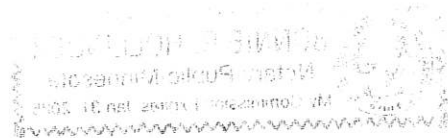
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

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:

That part of the Northwest Quarter of the Northwest Quarter (NW¼ of NW¼) of Section 23, Township 27 North, Range 22 West, beginning at a point on the South line of said quarter quarter, said point being 120.8 feet East of the Southwest corner thereof; thence North and parallel to the West line of said quarter quarter a distance of 424.8 feet; thence deflecting to the right 82 degrees 34 minutes a distance of 275.4 feet to the center line of C.A.R. No. 21; thence Southwesterly on a line which forms an angle of 76 degrees 39 minutes with the last described line, 103.0 feet to the beginning of a 12 degrees 45 minutes curve to the right, said curve having a central angle of 69 degrees 12 minutes a distance of 458.0 feet to its intersection with the South line of said quarter quarter; thence West along said quarter quarter line 10.3 feet to the point of beginning, according to the recorded plat thereof Dakota County, Minnesota.

Abstract Property





Request for Council Action

Approve Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 11, Block 1, Inver Hills 9th Addition (10371 Andrea Trail)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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 Lot 11, Block 1, Inver Hills 9th Addition (10371 Andrea Trail).

SUMMARY

The owner of 10371 Andrea Trail is 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, Randy Motilall, has provided the required Grading and Erosion control plans. He has 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 has been applied for and a \$10,000 LOC or cash surety has been provided.

The owner has also executed a Storm Water Facilities Maintenance Agreement for an 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 Lot 11, Block 1, Inver Hills 9th Addition.

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 13th day of September, 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 new 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, stormwater management and associated vegetative cover and landscaping;

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 Director of PWD.

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 Randy R. Motilall, a single person, and his 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.

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 Owner's 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 their 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 an 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 shall deposit \$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 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 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 landscaping 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.

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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

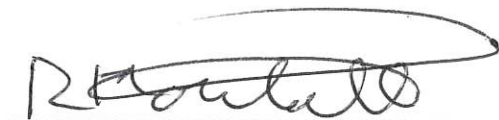
(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 13th day of September, 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:



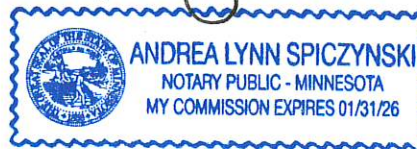
Randy R. Motilall

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 3rd day of September, 2021,
by Randy R. Motilall, a single person.



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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
--------------------	--	-------------------------------

The Development Plans were approved by the City Engineer on September ____, 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 facilities
<u> X </u>	Prior to certificate of occupancy	Driveway
<u> X </u>	Prior to certificate of occupancy	As-built

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 11, BLOCK 1, INVER HILLS NINTH ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Randy R. Motilall, a single person (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 Randy R. Motilall, a single person, and his successors and assigns.

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

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

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by _____ dated _____, 2021, and approved by the City Engineer on September ____, 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 September 13, 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 Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;
- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

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

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

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

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

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

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

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

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

d.) construction of the Storm Water Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

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

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

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

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

ARTICLE 5 **CITY'S COVENANTS**

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

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: Randy R. Motilall
10471 Barnes Ave.
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

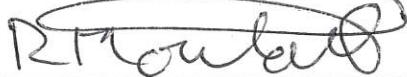
(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 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:



Randy R. Motilall

STATE OF MINNESOTA)

)

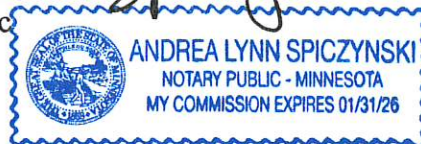
ss.

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3rd day of September, 2021, by Randy R. Motilall, a single person.



Notary Public



THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 11, Block 1, Inver Hills Ninth Addition, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

Maintenance of the Storm Water Facilities shall be performed as outlined in Table 1.1 below to ensure healthy and functioning Storm Water Facilities conforming to the intent of the original design parameters. Maintenance shall be completed annually by 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 Owner unless designated otherwise
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 otherwise
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Responsible Owner unless designated otherwise
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Responsible Owner unless designated otherwise
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 otherwise

EXHIBIT C
ANNUAL INSPECTION FORM

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

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

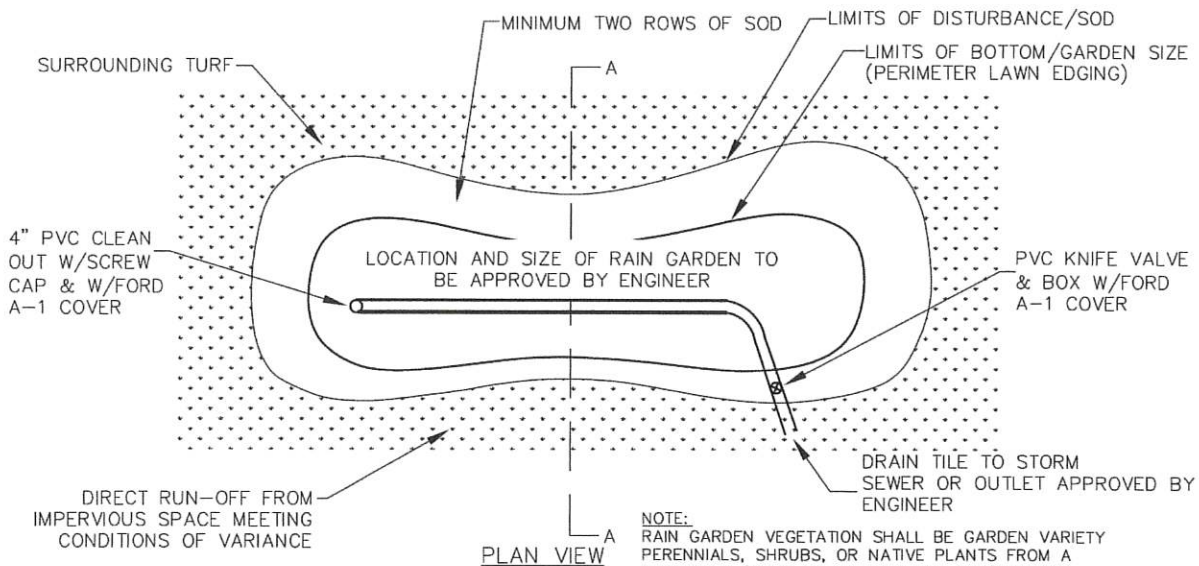
** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

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

EXHIBIT D
STORM WATER FACILITY PLAN

EXHIBIT E

RESIDENTIAL BIORETENTION BASIN (STM-15)

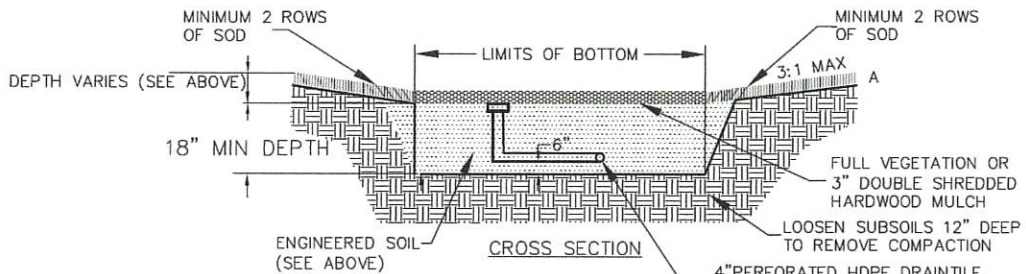


SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"–18"
B	SAND WITH CLAY OR SILT	9"–12"
C	CLAY OR SILT WITH SAND	6"–9"
D	CLAYS OR SILTS	6"

NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

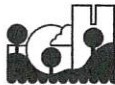
ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTRATOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____ (CF)



NOTES

1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
 - (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
 - (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
 - (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
 - (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.



RESIDENTIAL BIORETENTION BASIN

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

01/17

PLATE NO.
STM-15

Request for Council Action

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Special Assessments, Pavement Management Fund, Franchise Fee Funds	X

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

SUMMARY

City Project No. 2020-09D was awarded to McNamara Contracting on May 10, 2021. The total contract amount was \$579,880.40. The project is substantially complete and final costs have been established. The final cost including construction, legal, engineering, administrative and financial for this project is \$742,440. The final project cost is less than the feasibility report estimate of \$944,135.

Based on the final project cost, the per-policy assessment amount for a single-family parcel is \$11,343, based on 55% of project costs. The independent appraiser's special benefit analysis recommended an assessment cap of \$9,600 per single-family parcel for street and storm water improvements. The proposed assessment is the lower amount between the per policy and assessment cap. The proposed assessment is \$9,600 per single family lot, for a total assessment of \$345,600, equal to 46% of project costs).

Attached are two resolutions - one is calling for the assessment hearing and the other resolution is to declare the costs to be assessed and ordering preparation of proposed assessments.

Staff recommends the adoption of the attached resolutions for the 2021 Pavement Management Program, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

JM/kf

Attachment(s): Resolutions (2)
Assessment Roll
Assessment Map

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2020-09D - DELANEY CIRCLE AND DELANEY COURT IMPROVEMENTS**

RESOLUTION NO. 2021-235

WHEREAS, by a resolution of the City Council on Monday, September 13, 2021, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2021 Pavement Management Program

City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements

WHEREAS, roadway improvements (bituminous and aggregate base reclamation, bituminous removal, spot subgrade correction, grading, aggregate base, and bituminous pavement), bituminous and concrete driveway apron replacement, street and driveway culverts, stormwater conveyance improvements (ditch and swale grading), appurtenances and restoration on the following streets: Delaney Circle from Inver Grove Trail to Delaney Circle, and Delaney Court from Delaney Circle to its west terminus.

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

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

1. A hearing shall be held on October 11, 2021, in the City Council Chambers, 8150 Barbara Avenue at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of September 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

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

**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2020-09D - DELANEY CIRCLE AND DELANEY COURT IMPROVEMENTS**

RESOLUTION NO. 2021-236

WHEREAS, by a resolution of the City Council on Monday, September 13, 2021, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2021 Pavement Management Program

City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements

WHEREAS, roadway improvements (bituminous and aggregate base reclamation, bituminous removal, spot subgrade correction, grading, aggregate base, and bituminous pavement), bituminous and concrete driveway apron replacement, street and driveway culverts, stormwater conveyance improvements (ditch and swale grading), appurtenances and restoration on the following streets: Delaney Circle from Inver Grove Trail to Delaney Circle, and Delaney Court from Delaney Circle to its west terminus.

WHEREAS, the total final estimated project cost for City Project No. 2020-09D is \$742,440.

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

1. The amount to be specially assessed for City Project No. 2020-09D is hereby declared to be \$345,600.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of September 2021.

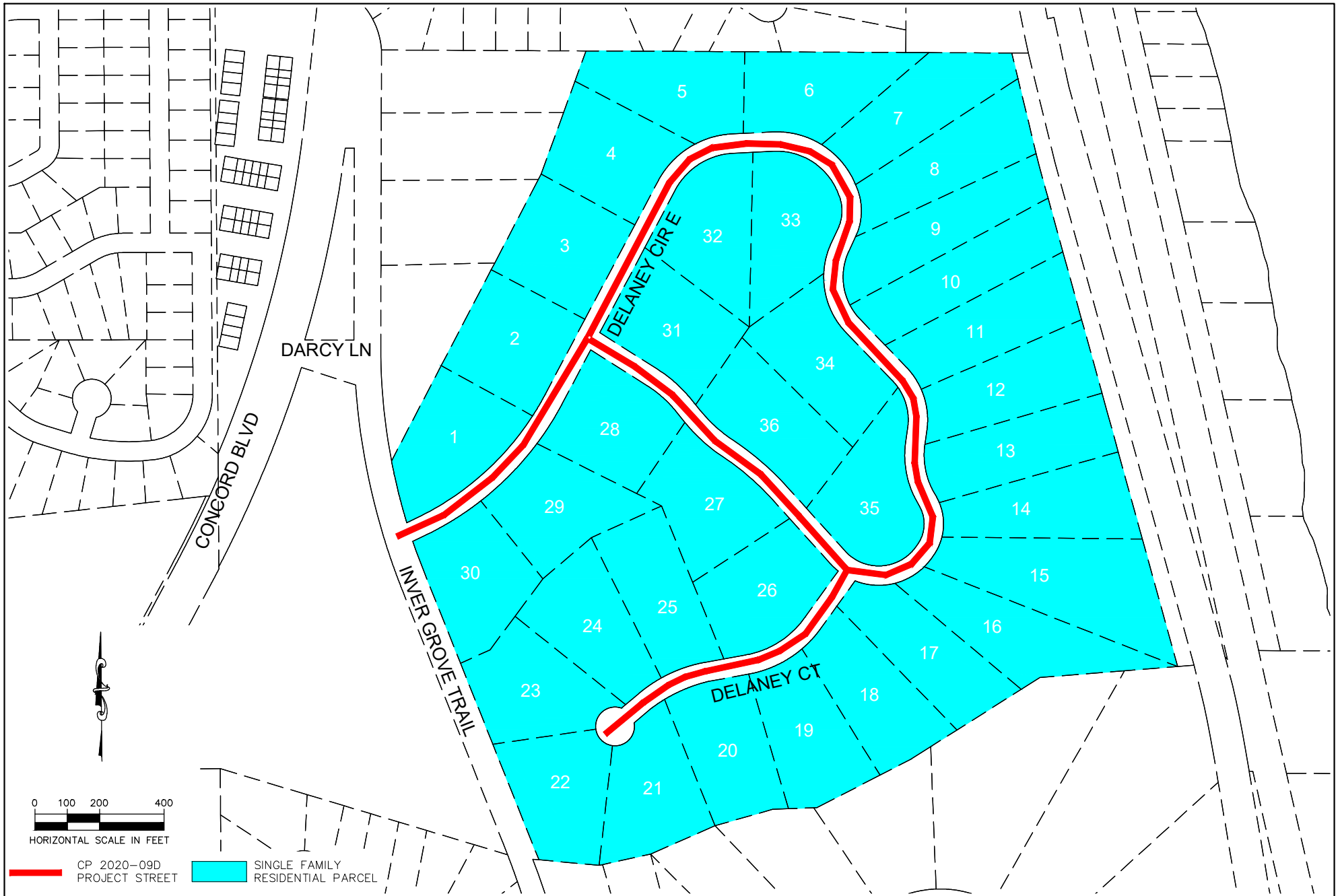
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements Final Assessment Roll							
Map No.	Property Type	PID	Owner Name	Site Address	Per Policy Assessment Amount (55% Street & Storm)	Benefit Analysis CAP	Proposed Assessment
1	Residential	20-75900-01-050	John and Angela Rouse	8301 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
2	Residential	20-75900-01-060	Wayne and Paula Gorr	8305 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
3	Residential	20-75900-01-070	Susan Becker	8309 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
4	Residential	20-75900-01-080	Brian and Julie Bischoff	8313 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
5	Residential	20-75900-01-090	Patrick and Mar-Bon Wallner	8317 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
6	Residential	20-75900-01-100	Richard Everson	8321 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
7	Residential	20-75900-01-110	Gary Johnson	8325 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
8	Residential	20-75900-01-120	Bradley and Teresa Swingdorf	8329 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
9	Residential	20-75900-01-130	Paul and Lora Serafini	8333 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
10	Residential	20-75900-01-140	Rita and Timothy Meyer	8337 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
11	Residential	20-75900-01-150	Jeffrey and Patricia Dahn	8341 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
12	Residential	20-75900-01-160	Robert Tste Murphy	8345 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
13	Residential	20-75900-01-170	Brandon Barth	8349 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
14	Residential	20-75900-01-180	Connie Ishizaki	8353 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
15	Residential	20-75900-01-190	Jack Sabba	8357 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
16	Residential	20-75900-01-200	Daryl and Alaine Hauck	8361 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
17	Residential	20-75900-01-210	Theresa Baker and Robert Heller	8365 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
18	Residential	20-75900-01-220	Connie and Gregory McCann	8420 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
19	Residential	20-75900-01-230	Michael Tste and Amy Tste Milosch	8440 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
20	Residential	20-75900-01-240	Michael and Rose Regan	8460 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
21	Residential	20-75900-01-250	Angela and Jeffrey Parsons	8480 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
22	Residential	20-75900-01-260	Karen Staples	8500 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
23	Residential	20-75900-01-270	Paul and Courtney Reckinger	8495 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
24	Residential	20-75900-01-280	Edward and Sharon Lynch	8475 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
25	Residential	20-75900-01-290	William and Laura Sexton	8455 Delaney Ct	\$11,342.83	\$9,600.00	\$9,600.00
26	Residential	20-75900-01-300	Michael and Kathryn Challeen	8369 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
27	Residential	20-75900-01-310	John and Bonnie Skoog	8373 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
28	Residential	20-75900-01-320	Michael and Renee Pawlenty	8306 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
29	Residential	20-75900-01-330	Michael MacDonald	8304 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
30	Residential	20-75900-01-340	Rodney and Judy Lucero	8302 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
31	Residential	20-75900-02-010	Dianalyn and David Museus	8380 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
32	Residential	20-75900-02-020	Marlon Danner	8314 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
33	Residential	20-75900-02-030	Robert and Karen Hanson	8324 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
34	Residential	20-75900-02-040	Clayton and Carolyn Larson	8336 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
35	Residential	20-75900-02-050	Wendell and Ann Buysman	8358 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
36	Residential	20-75900-02-060	John and Janet Metcalfe	8376 Delaney Cir	\$11,342.83	\$9,600.00	\$9,600.00
Total					\$408,342.00		\$345,600.00

K:\TWC_civil\City\JOH\DELANEY CIRCLE\CAD\Plan Sheets\Exhibits\Delaney_Prelim Assessment Map.dwg December 03, 2020 - 12:03pm



Kimley»Horn

767 EUSTIS STREET, SUITE 100, ST. PAUL, MN 55114
PHONE: 651-645-4197
WWW.KIMLEY-HORN.COM



FINAL ASSESSMENT MAP

DELANEY CIRCLE AND DELANEY COURT IMPROVEMENTS
CITY PROJECT 2020-09D

**Request for Council Action****Consider Resolution Approving Easement Agreements for 8329 Delaney Circle for City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Pavement Management Fund, Franchise Fee Funds, Special Assessments	X

PURPOSE/ACTION REQUESTED

Consider resolution approving easement agreement for 8329 Delaney Circle for City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

SUMMARY

Construction of City Project No. 2020-09D has been substantially completed. As part of the project, the City graded a side yard swale along the property line between 8325 and 8329 Delaney Circle. This grading was necessary to convey stormwater from the roadway cross culvert to the existing ravine in the 8325 Delaney Circle backyard.

During construction the location of the swale was relocated partially on the 8329 property to minimize yard disturbance for both property owners. A permanent easement is included in the agreement for a total amount of \$1.00. The property owner has agreed to and signed the Easement Acquisition Agreement.

Staff recommends approval of the resolution approving the easement agreement for 8329 Delaney Circle for City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements.

JM/kf

Attachment(s): Resolution
Easement Acquisition Agreement

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

**RESOLUTION APPROVING EASEMENT ACQUISITION AGREEMENT FOR 8329 DELANEY
CIRCLE FOR CITY PROJECT NO. 2020-09D - DELANEY CIRCLE AND DELANEY COURT
IMPROVEMENTS**

RESOLUTION NO. 2021-237

WHEREAS, City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements was ordered by City Council on January 25, 2021; and

WHEREAS, as part of City Project No. 2020-09D, the City graded a side yard swale along the northwestern property line of 8329 Delaney Circle; and

WHEREAS, this grading is necessary to convey stormwater from the roadway cross culvert to the ravine in the 8325 Delaney Circle backyard; and

WHEREAS, in order to maintain the swale, the City must acquire a permanent easement on a portion of the 8329 Delaney Circle property; and

WHEREAS, the Owner of the 8329 Delaney Circle property is willing to convey the required easements to the City pursuant to the terms of the attached Easement Acquisition Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Inver Grove Heights hereby:

1. Approves the attached Easement Acquisition Agreement for a Permanent Drainage and Utility Easement for property at 8329 Delaney Circle as part of City Project No. 2020-09D - Delaney Circle and Delaney Court Improvements and authorizes execution of the Agreement and related Permanent Drainage and Utility Easement.

Approved by the City Council of Inver Grove Heights, MN this 13th day of September 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EASEMENT ACQUISITION AGREEMENT
FOR
LOT 12, BLOCK 1, THE TRAILS, DAKOTA COUNTY, MINNESOTA
RELATING TO CITY PROJECT NO. 2020-09D

THIS EASEMENT ACQUISITION AGREEMENT (Agreement) is made, granted and conveyed this 13th day of September, 2021, by and between Bradley D. Swingdorf and Teresa A. Swingdorf, husband and wife, hereinafter referred to as the “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the “City.” Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

1.4 City Easement. “City Easement” means the following easement:

The Permanent Drainage and Utility Easement Agreement attached hereto as **Exhibit B**.

The City Easement is depicted on **Exhibit C** attached hereto.

1.5 Landowner. “Landowner” means Bradley D. Swingdorf and Teresa A. Swingdorf, husband and wife, and their assigns and successors in interest with respect to the Property.

1.6 Project. “Project” means City Improvement Project No. 2020-09D (Delaney Circle and Delaney Court Improvements).

1.7 Easement Amount. “Easement Amount” means the sum of \$1.00.

ARTICLE 2
RECITALS

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

Recital No. 2 The City is constructing the Project. The City is requesting Landowner convey to the City the City Easement as part of the Project.

Recital No. 3. Landowner is willing to grant the City Easement to the City in consideration of the City completing the improvements on the Landowner Property as shown on the approved plans for the Project and the sum of one dollar (\$1.00).

ARTICLE 3 **AGREEMENTS**

3.1 Grant of City Easement. Landowner shall grant the City the City Easement and Landowner shall execute and deliver the City Easement to the City.

3.2 Consideration for City Easement. Landowner is granting the City Easement in exchange for the sum of one dollar (\$1.00). City agrees to complete the improvements on the Landowner Property as shown on the approved plans for the Project.

3.3 Contingency. If the City does not award the construction contract for the Project, this Agreement shall become void and the City Easement delivered under Section 3.1 shall be returned to the Landowner.

3.4 Recording. After the City awards the construction contract for the Project, the City may record the City Easement delivered under Section 3.1.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Property and shall be binding upon the successors and assigns of the parties.

4.2 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement 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.

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

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

4.5 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.

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

CITY OF INVER GROVE HEIGHTS:

By: _____
Thomas Bartholomew, Mayor

Attest:

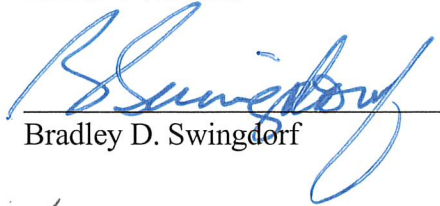
Rebecca Kiernan, City Clerk

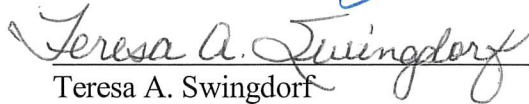
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 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

LANDOWNER:

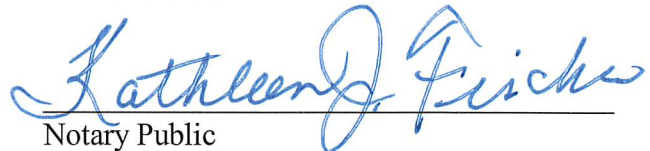

Bradley D. Swingdorf


Teresa A. Swingdorf

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 24 day of August, 2021, before me a Notary Public within and for said County, personally appeared Bradley D. Swingdorf and Teresa A. Swingdorf, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.




Notary Public

**THIS INSTRUMENT DRAFTED
BY:**

Bridget M. Nason, # 0347322
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:**

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 TO EASEMENT ACQUISITION AGREEMENT
LEGAL DESCRIPTION OF PROPERTY

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

Lot Twelve (12), Block One (1), The Trails, according to the recorded plat, Dakota County, Minnesota.

Torrens Property
COT: 68716

EXHIBIT B TO EASEMENT ACQUISITION AGREEMENT
PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT

**PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT FOR LOT 12, BLOCK 1,
THE TRAILS, DAKOTA COUNTY, MINNESOTA**

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT is made, granted and conveyed this 13th day of September, 2021, by and between Bradley D. Swingdorf and Teresa A. Swingdorf, husband and wife, 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, their 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 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 Landowner's Property described on Exhibit A and the Permanent Easement Area described and depicted on Exhibit B and that they have 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:

Bradley D. Swingdorf

Teresa A. Swingdorf

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Bradley D. Swingdorf and Teresa A. Swingdorf, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
Thomas Bartholomew, Mayor

Attest: _____
Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 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:

Bridget M. Nason, # 0347322
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

After recording, please return to:

Bridget M. Nason, # 0347322
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 Twelve (12), Block One (1), The Trails, according to the recorded plat, Dakota County, Minnesota.

Torrens Property
COT: 68716

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 Lot 12, Block 1, The Trails, Dakota County, Minnesota, described as follows:

Commencing at the northwest corner of said above described property; thence northeasterly along the northwesterly line of said property for a distance of 176.36 feet; thence deflecting right 90 degrees for a distance of 20.00 feet; thence deflecting right 90 degrees for a distance of 54.00 feet; thence deflecting right 07 degrees 33 minutes 09 seconds to the intersection of a parallel line 5 feet southeasterly of the northwesterly line of said property; thence continuing southwesterly along said parallel line to the intersection of the westerly line of said property and there terminating.

Excepting therefrom the above described property the northwesterly 5 feet and westerly 10 feet.

Said permanent easement containing 1658.50 Sq. Ft., 0.038 Acres.

EXHIBIT B (CONTINUED)
DEPICTION OF PERMANENT EASEMENT AREA



OWNER BRADLEY & TERESA SWINGDORF

CITY PROJECT NO. 2020-09D

PID 20-75900-01-120

TOTAL PARCEL AREA = 2.54 ACRES

PERMANENT DRAINAGE AND UTILITY
EASEMENT (SQ. FT.)



LEGEND

- EXISTING DRAINAGE AND UTILITY EASEMENT
- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PERMANENT EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- LIMITS OF CONSTRUCTION

DATE OF SKETCH: 8/03/2021

DELANEY CIRCLE AND DELANEY COURT IMPROVEMENTS
PARCEL SKETCH
INVER GROVE HEIGHTS, MN

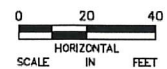
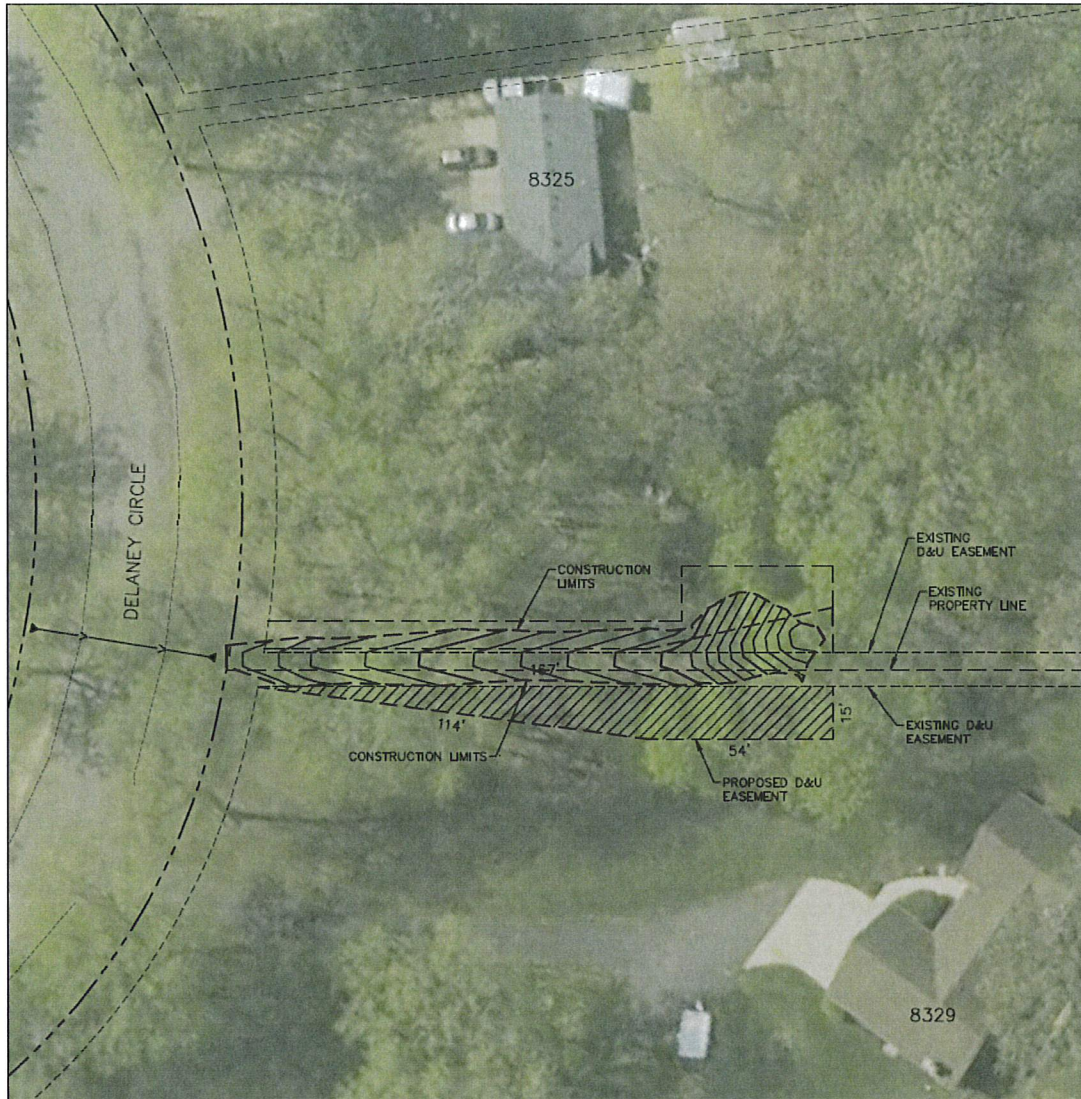


EXHIBIT C TO EASEMENT ACQUISITION AGREEMENT
DEPICTION OF PERMANENT DRAINAGE AND UTILITY EASEMENT



OWNER BRADLEY & TERESA SWINGDORF

CITY PROJECT NO. 2020-09D

PID 20-75900-01-120

TOTAL PARCEL AREA = 2.54 ACRES

PERMANENT DRAINAGE AND UTILITY
EASEMENT (SQ. FT.)



LEGEND

- EXISTING DRAINAGE AND UTILITY EASEMENT
- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PERMANENT EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- LIMITS OF CONSTRUCTION

DATE OF SKETCH: 8/03/2021

DELANEY CIRCLE AND DELANEY COURT IMPROVEMENTS
PARCEL SKETCH
INVER GROVE HEIGHTS, MN



**Request for Council Action****Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Improvements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Special Assessments, Pavement Management Fund, Franchise Fee Funds	X

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Improvements.

SUMMARY

Bids on City Project No. 2020-09D were opened on April 27, 2021, and awarded to McNamara Construction for a contract amount of \$1,424,376. The feasibility approved total project costs was estimated at \$1,874,399. The final total costs for this project are estimated at \$1,825,040.55:

The final single family parcel assessments for street and storm improvements are \$9,310.12, which is lower than the feasibility estimate of \$9,491. The total assessed amount is \$584,068.14.

Based on citizen feedback, it was decided to assess the residents once this project was completed or substantially completed. Attached are two resolutions - one is calling for the assessment hearing and the other resolutions is to declare the costs to be assessed and ordering preparation of proposed assessments.

Staff recommends the adoption of the attached resolutions for the 2021 Pavement Management Program, City Project No. 2021-09D - Bryant Lane Improvements.

SWD/kf

Attachment(s): Area Map
Resolutions (2)

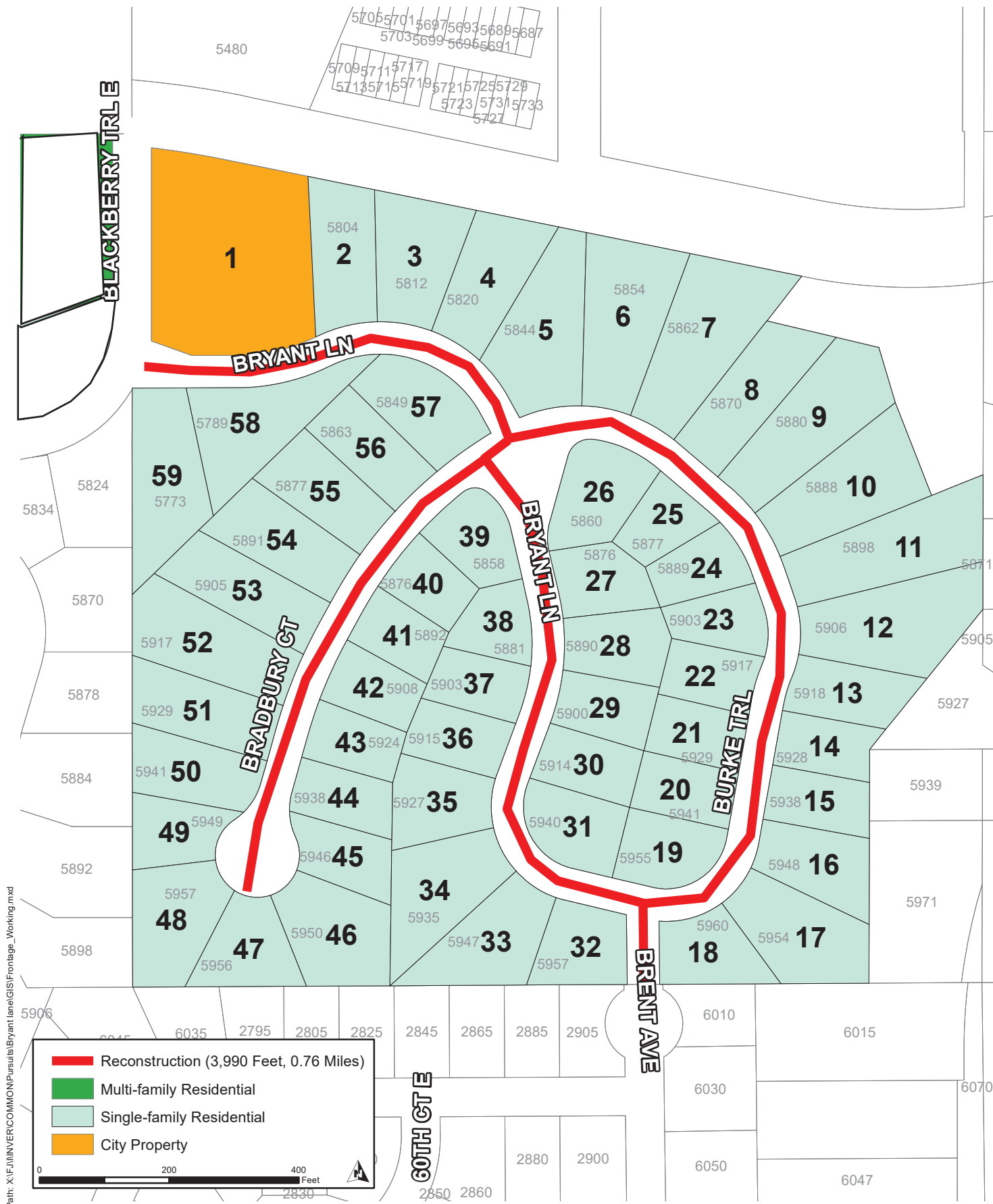


FIGURE 1

Bryant Lane Area Improvements Inver Grove Heights, Minnesota

City Project Number: 2021-09D



Print Date: 12/3/2020

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

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2021-09D - BRYANT LANE IMPROVEMENTS**

RESOLUTION NO. 2021-238

WHEREAS, by a resolution of the City Council on Monday, September 13, 2021, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2021 Pavement Management Program

City Project No. 2021-09D - Bryant Lane Improvements

WHEREAS, roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, drain tile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, lateral storm sewer, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: Bryant Lane from Blackberry Trail East to Brent Avenue, Burke Trail from Bradbury Court to Brent Avenue, Bradbury Court from Burke Trail to its terminus (cul-de-sac), Brent Avenue from Bryant Lane to 110 feet South.

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

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

1. A hearing shall be held on October 11, 2021, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of September 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

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

**2021 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2021-09D - BRYANT LANE IMPROVEMENTS**

RESOLUTION NO. 2021-239

WHEREAS, by a resolution of the City Council on Monday, September 13, 2021, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2021 Pavement Management Program

City Project No. 2021-09D - Bryant Lane Improvements

WHEREAS, roadway improvements (bituminous removal, subgrade excavation/correction, grading, granular subgrade, geotextile fabric, drain tile, aggregate base, bituminous pavement), milling, concrete curb and gutter removal and replacement, lateral storm sewer, drainage improvements, water quality improvements, sanitary sewer system repairs and adjustments, water main system repairs and adjustments, appurtenances and restoration on the following streets: Bryant Lane from Blackberry Trail East to Brent Avenue, Burke Trail from Bradbury Court to Brent Avenue, Bradbury Court from Burke Trail to its terminus (cul-de-sac), Brent Avenue from Bryant Lane to 110 feet South.

WHEREAS, the total final estimated project cost for City Project No. 2021-09D is \$1,825,040.55.

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

1. The amount to be specially assessed for City Project No. 2021-09D is hereby declared to be \$584,068.14.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 13th day of September 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: CARRIAGE HEIGHTS

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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 of Carriage Heights, a two lot, one outlot plat.

- Requires a 3/5th's vote.
- 60-day deadline: October 22, 2021 (first 60 days)

SUMMARY:

Applicant is proposing the final plat consisting of two lots and one outlot. City Council approved the preliminary plat on August 9, 2021.

ANALYSIS

- Plat is consistent with preliminary plat and conditions of approval. All easements requested by Engineering are identified on the plat.
- Park dedication consisting of cash will be paid at time of plat release.
- No other agreements with the city required for this plat.

RECOMMENDATION:

Planning Staff: Recommends approval of the final plat as presented.

Attachments: Final Plat Resolution
Final Plat

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

RESOLUTION NO. 2021-240

A RESOLUTION APPROVING THE FINAL PLAT FOR THE PLAT OF CARRIAGE HEIGHTS

**CASE NO. 21-54S
(Travis Callstrom)**

WHEREAS, a Final 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;

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 for the plat of Carriage Heights is hereby approved.

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 13th day of September, 2021.

AYES:
NAYS:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

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

KNOW ALL PERSONS BY THESE PRESENTS: That Travis A. Callstrom and Bryan Theobald, owners, and U.S. Bank N.A., its successors and/or assigns, mortgagee, of the following described property:

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 corner of said Section 18; thence South 00°19'25" East, along the north-south quarter line of said Section 18, a distance of 435.89 feet to the point of beginning of the parcel to be described; thence North 89°51'42" East, 998.92 feet; thence South 00°14'40" East, 1172.37 feet; thence South 89°54'45" West, 997.30 feet to said north-south quarter line; thence North 00°19'25" West, along said north-south quarter line, 60.00 feet; thence North 89°54'45" East, 370.00 feet; thence North 00°19'25" West, 584.00 feet; thence South 89°54'45" West, 370.00 feet to said north-south quarter line; thence North 00°19'25" West, 527.49 feet to the point of beginning.

Have caused the same to be surveyed and platted as CARRIAGE HEIGHTS and does hereby dedicate to the public for public use, the drainage and utility easements as created by this plat.

In witness whereof said Travis A. Callstrom and Bryan Theobald have hereunto set their hands this _____ day of _____, 202__.

Travis A. Callstrom Bryan Theobald

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me on _____ by Travis A. Callstrom and Bryan Theobald.

Signature Printed Name, Notary

Notary Public, _____

My Commission expires _____

In witness whereof of said U.S. Bank, has caused these presents to be signed by its proper officer this _____ day of _____, 202__.

Signed: U.S. Bank

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me this _____ day of _____, 202__, by U.S. Bank.

Signature Printed Name, Notary

Notary Public, _____

My Commission expires _____

CURVE TABLE

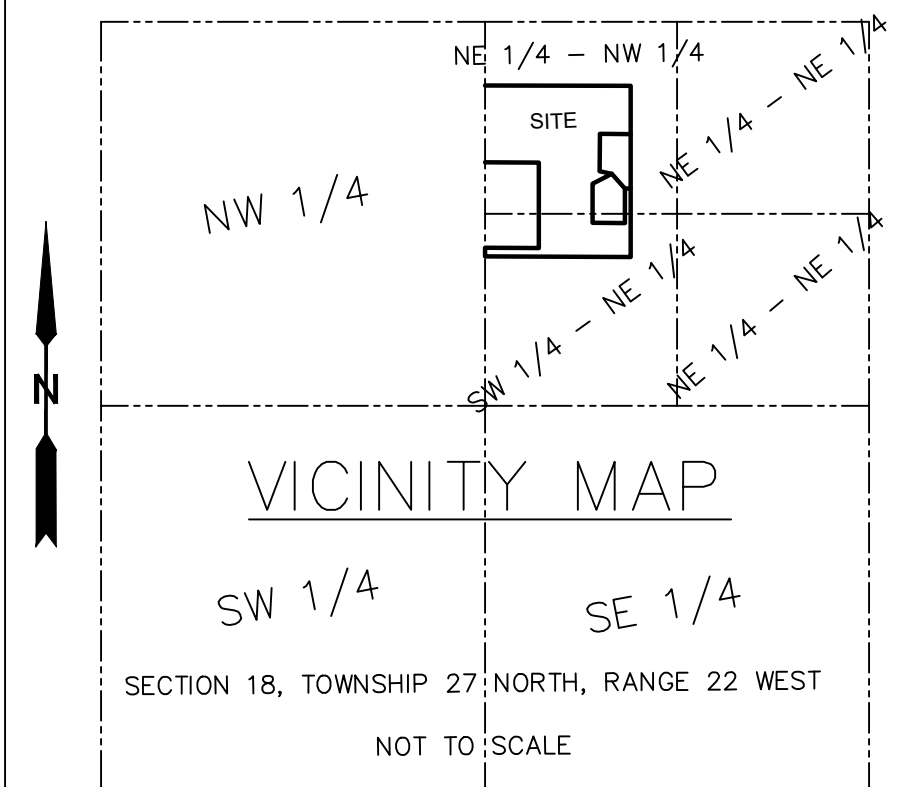
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	142.69	2289.71	3°34'14"	S 89°25'40" E	142.67
C2	216.38	1123.60	11°02'01"	N 83°16'12" E	216.04
C3	94.42	212.56	28°27'02"	S 89°31'17" E	93.64
C4	106.49	229.25	26°36'56"	N 89°53'46" E	105.54
C5	59.98	99.42	34°33'52"	N 59°18'22" E	59.07
C6	57.08	73.70	44°22'26"	N 19°50'13" E	55.68
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	12.76	17.03	42°55'35"	N 26°24'46" W	12.46

LINE TABLE

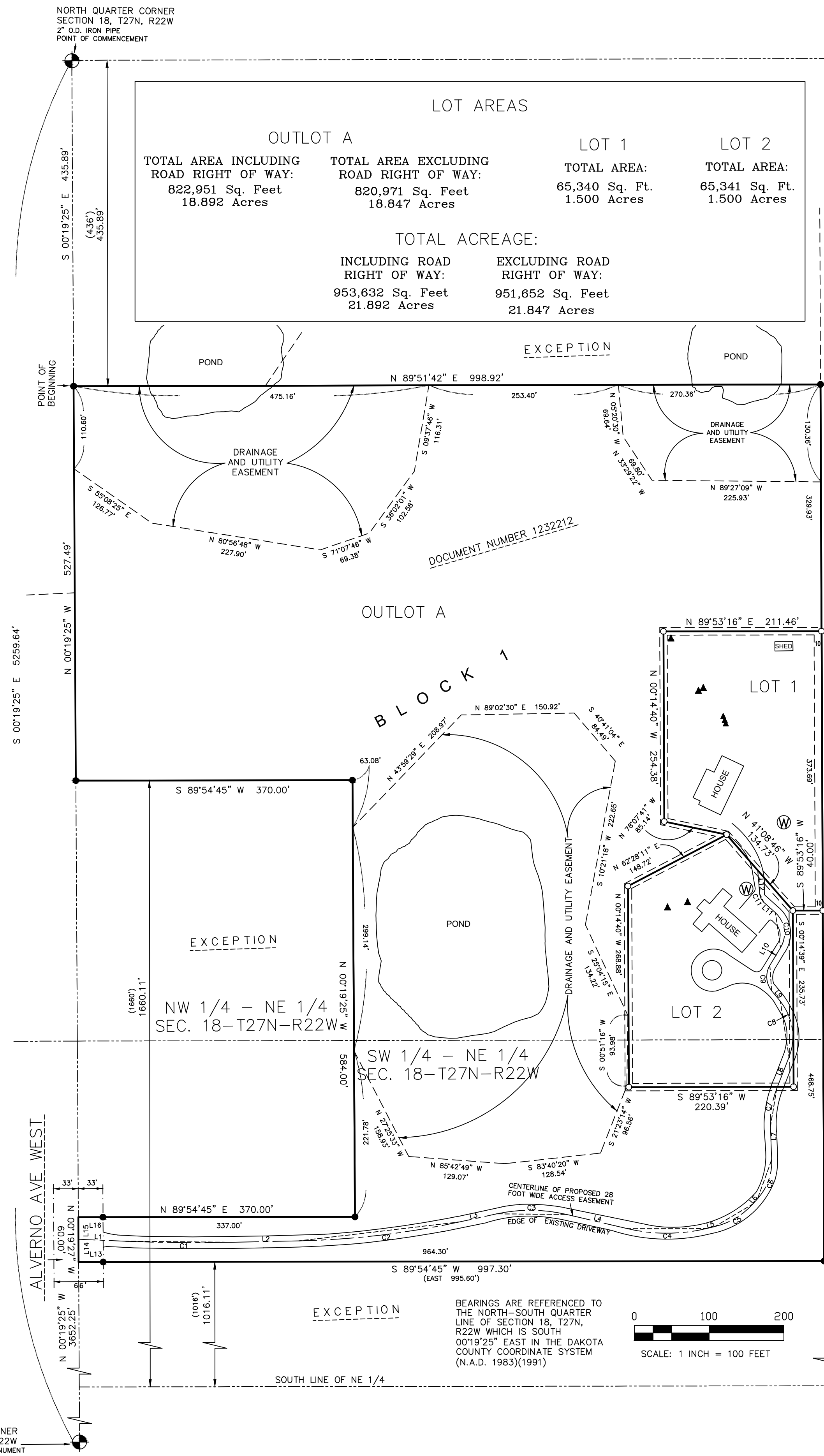
LINE	BEARING	DISTANCE
L1	S 87°36'33" E	63.40'
L2	N 88°47'13" E	88.85'
L3	N 77°45'12" E	51.07'
L4	S 76°47'46" E	83.69'
L5	N 76°35'19" E	111.42'
L6	N 42°01'26" E	9.64'
L7	N 02°21'00" W	43.88'
L8	N 21°21'01" E	44.95'
L9	N 39°01'42" W	18.65'
L10	N 31°04'45" E	27.82'
L11	N 47°52'34" W	20.79'
L12	N 04°56'59" W	31.72'
L13	S 89°54'45" W	33.00'
L14	N 00°19'25" W	30.54'
L15	N 00°19'25" W	29.46'
L16	N 89°54'45" E	33.00'

LEGEND

- = SET 3/4" X 18" IRON ROD WEIGHING 1.50 LBS/L.F.
- = FOUND 1/2" O.D. IRON PIPE
- ⊙ = GOV'T CORNER, AS NOTED
- (xxx) = RECORD DIMENSION
- ▲ = SEPTIC RISER
- ⊙ = SEPTIC TANK
- ⊙ = WELL
- = PROPERTY LINE
- - - = ADJOINER PROPERTY LINE
- - - - = SECTION OR QUARTER SECTION LINE



BRANDON KING LAND SURVEYING, LLC PHONE: 715-639-5243 EMAIL: bklsllc@gmail.com



SURVEYOR'S CERTIFICATE

I Brandon W. King, do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

dated this _____ day of _____, 202__.

Brandon W. King, Licensed Land Surveyor,
Minnesota License No. 42597

STATE OF MINNESOTA
COUNTY OF _____

This foregoing instrument was acknowledged before me this _____ day of _____, 202__, by Brandon W. King.

Signature Printed Name, Notary

Notary Public, _____

My Commission expires _____

CITY PLANNING COMMISSION

Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 202__.

By: _____ By: _____
Chair Secretary

CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA

This plat was approved by the City Council of Inver Grove Heights, Minnesota, this _____ day of _____, 2021, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ By: _____
Mayor Clerk

DAKOTA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 202__.

Todd B. Tollefson, Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2021 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 _____, 202__.

By: _____
Amy A. Koethe, Director, Department of Property Taxation and Records

DAKOTA COUNTY RECORDER, MINNESOTA

I hereby certify that this plat of CARRIAGE HEIGHTS was filed in the Office of the County Recorder for public record on this _____ day of _____, 202__, at _____ o'clock _____ .M. as Document Number _____.

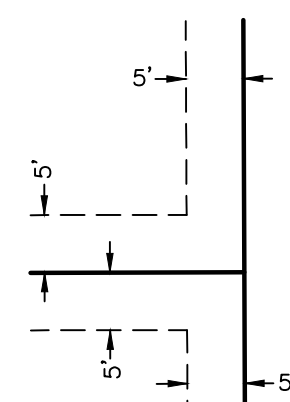
By: _____
Amy A. Koethe, Dakota County Recorder

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.

NOTE:
WELLS AND SEPTIC SYSTEMS APPEAR TO BE PRIVATELY CONSTRUCTED, OWNED AND MAINTAINED.

UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 5 FEET IN WIDTH, UNLESS OTHERWISE INDICATED AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.

PREPARED FOR:
TRAVIS CALLSTROM
14451 HIGHWAY 7
MINNETONKA, MN 55345

DATE OF FIELD WORK: 4/21/2021
DATE OF PLAT: 8/3/2021
DATE OF LAST REVISION: 8/20/2021
FILE NAME: Final Plat.dwg
SHEET 1 OF 1 SHEETS

**Request for Council Action****TITLE:** Northern State Power Company - Case No. 21-51SCV

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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: Approve Resolutions relating to a Preliminary and Final Plat for a one lot subdivision to be known as Rich Valley Gas Plant, a Variance from minimum lot size, and a Conditional Use Permit for an essential service structure. Property located on 105th Street, just east of Rich Valley Boulevard.

- Plat and Variance requires a 3/5th's vote
- Conditional Use Permit requires a 4/5th vote
- 60-day deadline: September 19, 2021 (first 60 days)

SUMMARY:

The applicant has submitted a request to plat .65 acres of a 36.41-acre parcel for an essential service use. Out of the .65 acres, .24 acres would be dedicated to the County for CSAH 73 and the remaining .41 acres would be used by Xcel Energy. The parcel abuts another .44-acre parcel owned by NSP. The property is zoned agricultural which requires a 5-acre minimum lot size for a newly created lot. A variance is being requested from the minimum lot size requirements. The applicant is requesting to install a 360 square foot essential service structure, which is a conditional use in the agricultural zoning.

Park dedication for the plat would be in the form of cash contribution paid prior to the release of the final plat. Access off the property would be using the existing driveway. The property would be secure with a fence similar to what is currently on the abutting site. City Code does not address minimum lot sizes for essential service buildings or uses. Staff believes the proposed lot size has the least amount of impact to neighboring property owners. The proposed use is unique as the building would be an unmanned facility and not require well, septic, or drain field location typically seen on a single-family home site on an acreage property. The request is consistent with the Zoning Code and the Comprehensive Plan. The general conditional use permit criteria have been met and the improvements do not have a negative effect on city facilities or services.

RECOMMENDATION:

City Staff: Recommends approval of the plat, variance and conditional use permit with the conditions listed in the attached resolutions.

Planning Commission: At the August 17, 2021 public hearing, the Planning Commission recommended approval of the requests with the conditions listed in the attached resolutions (8-0).

Attachments: Preliminary and Final Plat Resolution
Variance Resolution
CUP Resolution
PC Recommendation
Planning Report

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

RESOLUTION NO. 2021-241

**A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR THE PLAT OF RICH
VALLEY GAS PLANT**

**CASE NO. 21-51SCV
(Northern State Power Company)**

WHEREAS, a preliminary and final plat application has been submitted to the City for property legally described as;

That part of the Southeast Quarter of Section 29; Township 29 North; Range 22 West,
Dakota County, Minnesota, described as follows;

Commencing at the northeast corner of said Southeast Quarter; thence South 89 degrees 44 minutes 23 seconds West 1515.00 feet
along the north line of said Southeast Quarter to the point of beginning of the property to be described; thence at right angles to said north line
South 00 degrees 15 minutes 37 seconds East 190.00 feet; thence South 89 degrees 44 minutes 23 seconds West 150.00 feet;
thence North 00 degrees 15 minutes 37 seconds West 190.00 feet to said north line of the Southeast Quarter; thence North 89 degrees
44 minutes 23 seconds West 150.00 feet along said north line to the point of beginning.
Subject to road easement on the north side of said property.

WHEREAS, a public hearing concerning the preliminary and final plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 17, 2021;

WHEREAS, the final plat application satisfies the conditions of preliminary plat and conforms to all applicable zoning and subdivision regulations (City Code Title 10 and Title 11) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, a Preliminary and Final Plat for the plat of Rich Valley Gas Plant is hereby approved, subject to the following conditions:

1. The final plat and development plan shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The final plat shall demonstrate standard perimeter drainage and utility easements.
3. A Stormwater Facilities Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to the release of the final plat.
4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
5. The applicant shall provide a driveway access agreement between the two abutting parcels owned by NSP.
6. Final plat approval shall be subject to the review and approval of Dakota County.
7. Park dedication fee equal to \$2,050 shall be paid to the City prior to the release of the final plat.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat.

Passed this 13th day of September, 2021.

AYES:

NAYS:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-242

**RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM LOT SIZE
REQUIREMENTS IN THE AGRICULTURAL ZONING DISTRICT**

Case No. 21-51SCV
Northern State Power Company

WHEREAS, the request is for the property legally described as:

**Lot 1, Block 1, Rich Valley Gas Plant, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, the applicant is requesting a lot size for an essential service use to be .41 acres in size whereas five acres is the minimum lot size in the agricultural zoning district;

WHEREAS, the afore described property is zoned A, Agricultural;

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 17, 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 zoning code does not address lot sizes for an essential service use.
- c. The site is unique in that the proposed structure on the property will be an unmanned facility that does not require a well, septic, or drainfield location on the property.

d. The size of the property does not appear to have any adverse impacts on the neighboring properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a lot to be less than five acres in size in the agricultural zoning district is hereby approved subject to the following condition:

1. The plat shall be developed in conformance with the plans on file with the Planning Department.

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

Adopted by the City Council of Inver Grove Heights this 13th day of September, 2021.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-243

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN ESSENTIAL
SERVICE STRUCTURE IN THE A, AGRICULTURAL DISTRICT**

Northern State Power Company
Case No. 21-51SCV

WHEREAS, the request is for the property legally described as:

**Lot 1, Block 1, Rich Valley Gas Plant, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application for a conditional use permit has been requested to allow
an essential service building on the property;

WHEREAS, the aforescribed property is zoned A, Agricultural;

WHEREAS, essential service buildings are a conditional use in the A, Agricultural
zoning district;

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

WHEREAS, a public hearing concerning the conditional use permit amendment
was held before the Inver Grove Heights Planning Commission in accordance with
Minnesota Statute, Section 462.357, Subdivision 3 on August 17, 2021;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE
HEIGHTS**, that a conditional use permit to add an essential service building is hereby
approved subject to the following conditions:

1. The site shall be developed in substantial conformance with plans on file with the Planning Department except as may be modified by the conditions below.
2. All final development plans shall be subject to the review and approval of the City Fire Marshal.
3. The developer shall meet the conditions outlined in the City Engineers review memos and any subsequent correspondence.
4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

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

Adopted by the City Council of Inver Grove Heights this 13th day of September, 2021.

AYES:

NAYS:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 17, 2021

SUBJECT: **NORTHERN STATE POWER COMPANY - CASE NO. 21-51SCV**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for Northern State Power Company – Case No. 21-51SCV. The request involves property located at the southwest corner of Rich Valley Boulevard and 105th Street. The request consists of a Preliminary and Final Plat for a one lot subdivision, a Conditional Use Permit for an Essential Service Building, a Variance from the minimum lot size in an Agriculture District, and a Variance from Exterior Building Material requirements and any other Variances related thereto. Notices were mailed to 18 property owners on August 4th.

Presentation of Request

Heather Botten, Associate Planner, presented the request for property located on the southeast corner of 105th Street and Rich Valley Boulevard. The property is zoned Agricultural. The Applicant has submitted a request to plat .65 acres of a 36.41-acre parcel for an Essential Service Use. Out of that .65 acres, there would be .24 acres dedicated to the County for CSAH 73 and the remaining .41 acres would be used by Xcel Energy. The parcel abuts another .44-acre parcel owned by NSP. The property is zoned agricultural which requires a 5-acre minimum lot size for a newly created lot. A Variance is being requested from the lot size requirement. The Applicant is requesting to install a 360 square foot structure. The site would be used for a new regulator facility that would capture methane from the landfill and convert it into an energy resource that would be added to the natural gas system. The request is for:

- Preliminary and Final Plat for a one lot subdivision
- Variance from a minimum lot size in an agricultural district
- Conditional Use Permit for an essential service building

Park Dedication for the plat would be in cash contribution paid prior to the release of the final plat. Access off the property would be using the existing driveway. Structure setbacks would be met. Landscaping is not required for the size of the plat and use proposed. The property would be secure with a fence similar to what is out there with the existing property. The Zoning Code does not address minimum lot sizes for essential service buildings or uses. The proposed building is a conditionally permitted use. Staff believes the request is consistent with the Zoning Code and the Comprehensive Plan. The proposed lot size, Staff believes, has the least amount of impact to neighboring property owners. The proposed use, Staff believes is unique as the building would be an unmanned facility and not require well, septic, or drain field location typically seen on a single-family home site on an acreage property. The general Conditional Use Permit criteria has been met. The improvements do not have a negative effect on city facilities or services. She stated Staff recommends approval of the plat and the CUP as presented with the conditions listed in the report and also with the variance with the practical difficulty listed and with the one condition listed in the report. Staff has

heard from three residents that have either called or stopped by City Hall. Those had general questions about what the request was. Staff explained the size of the plat and that it was not the entire parcel and is for an essential service use. They did not appear to have any other concerns.

Commissioner Weber stated the proposed structure going on the property is a shipping container. He questioned what the normal requirement was for what a structure should look like, for example, a standard pole building.

Associate Planner, Heather Botten, responded in the affirmative about the shipping container. She responded about the exterior building materials stating pole construction is allowed in the Agricultural District.

Opening of Public Hearing

Heather Risely, Project Manager, 9449 83rd Street South, Cottage Grove

Brian Sullivan, Senior Siting & Land Rights Agent, Xcel Energy, 414 Nicollet Mall, Minneapolis

Both read and understood the report.

Chair Niemioja referenced Page 2 of their letter where it speaks to reforestation and landscape plan and states "they are proposing not to seed the areas surrounding the facility with a pollinator mix of native plants". She asked if it actually meant they are going to seed pollinator.

Mr. Sullivan responded it was a typo.

Commissioner Weber stated on the plan he noticed the odorant injection skid. He questioned if there would be a gas or smell coming off of this because it is above ground.

Ms. Risely responded they have odorizers around the system. It would be a very small odorizer because of the amount of gas that would be going through it. Unless there is a leak, which there should not be, there will not be any odor.

John Larson, 1938 105th Street East, asked if they were purchasing the entire 36-acre parcel or just the small acre corner.

Ms. Botten responded they would just be purchasing the smaller parcel.

Mr. Larson asked if the 36 acres would still belong to Flint Hills and if it would still remain under agricultural.

Ms. Botten responded in the affirmative to both questions.

James French, 10457 Rich Valley, asked if there would be a pipeline from the landfill to this location. He asked what the source of methane would be that they receive.

Ms. Risely responded there is a pipeline being run to the proposed station. There will be a Contractor constructing it. Fortistar is the company that would be creating the renewable gas system at the landfill. Fortistar would be having their Contractor run the pipeline.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

Commissioner Weber asked if the remainder of this would be fenced in like the other parcel. He noticed they would be removing a section of the fence and questioned if they would fence in the remainder with standard chain link.

Ms. Botten responded in the affirmative to all questions.

Commissioner Challeen asked if there were any safety concerns related to explosion with this facility.

Ms. Risely responded there would be some electrical components and natural gas mechanical components. There would be an insulated fire wall between the electrical components and gas components. They have no thought of any ignition happening in that building.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Wippermann, to approve the Variance, Preliminary and Final Plat, and the Conditional Use Permit with the 12 conditions as listed, and the practical difficulty as stated for property located on the southeast corner of 105th Street and Rich Valley Boulevard for Northern State Power Company – Case No. 21-51SCV.

Motion carried (8/0). This item goes before the City Council on September 13, 2021.



PLANNING REPORT

CASE NO: 21-51SCV

APPLICANT: Northern State Power Company (NSP), d/b/a Xcel Energy

PROPERTY OWNERS: Flint Hills Resources Pine Bend LLC

REQUEST: Preliminary and Final Plat for a one lot subdivision, Variance from the minimum lot size, and a Conditional Use Permit for an essential service building.

HEARING DATE: August 17, 2021

LOCATION: Property identified as PID No.: 20-02900-75-021

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant has submitted a request to plat a .65 acre portion of a 36.41 acre parcel for an essential service use. The proposed lot would be located along 105th Street, .24 acres of the land would be dedicated right-of-way to Dakota County CSAH 73 and the remaining .41 acres would be used by Xcel Energy. The parcel would be abutting an existing .44 acre parcel owned by NSP. The property is zoned agricultural, which requires a minimum five-acre lot size.

The proposal includes the installation of a 360 square foot building. Essential service buildings are a conditional use in residential zoning districts. The site would be used for a new regulator facility that captures methane from the landfill and converts it into an energy resource that will be added to the natural gas system.

SPECIFIC REQUESTS

The application consists of the following:

1. A Preliminary and Final Plat for a one-lot subdivision.
2. Variance from the minimum lot size in an agricultural district
3. Conditional use permit for an essential service building

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North Park; zoned P, Institutional; guided PUB OS, Public Open Space
East Essential service and single family; zoned A, Agricultural; guided RDR, rural density residential
West Cemetery; zoned P, Institutional; guided P/I, Public/Institutional
South Single family; zoned A, Agricultural; guided RDR, rural density residential

PRELIMINARY AND FINAL PLAT

Zoning and Comprehensive Plan Consistency. The property is zoned A, Agricultural and guided RDR, Rural Density Residential. Essential service uses are a permitted use and essential service buildings are a conditional use. The zoning and comprehensive plan designations are consistent with the proposed plat.

Lots & Blocks. The proposed project consists of platting a .41 acre (.65 acres minus .24 acres right-of-way) parcel from a larger 36.41 acre parcel. The A zoning district requires a five-acre minimum lot size. A variance from lot size requirements is discussed later in the report. Standard perimeter easements shall also be demonstrated on the final plat.

Park Dedication. There are no plans for park land in this area of the City; therefore, park dedication would be in the form of a cash contribution. Current cash contribution would be \$5,000 per acre. In this case, the total lot area is .41 acres for a total of \$2,050. This fee is paid at time of plat release for recording.

Engineering. Engineering is agreeable to the plat and has made recommendations on conditions that are included at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction plans. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

Dakota County Review. The request was sent to Dakota County for plat review and compliance with County roads and right-of-way requirements. Final plat approval will be contingent on the County's comments.

SITE PLAN REVIEW

Access/Streets. Access will be off the existing driveway located within the parcel to the east, also owned by NSP. An access agreement will be required as the parcels will remain as two separate tax parcels.

Setbacks. Structure setbacks will be met.

Landscaping. Landscaping is not required for the proposed plat and use.

Lighting. The site plan does not show and details of lighting. If lighting is installed, all exterior lighting shall be diffused or directed away from all property lines and right-of-way. The direct source of light shall not be visible from any abutting property lines.

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 to create a lot that does not meet minimum lot size requirements in the Agricultural district 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 zoning code does not address minimum lot sizes for essential service uses. The proposed building use is conditionally permitted, therefore staff believes the request would be consistent with the zoning code and comprehensive plan.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The proposed lot size has the least amount of impact and disturbance to the adjoining properties. The lot size is sufficient for the applicant and the use of the property. The property would be considered an essential service and is necessary to capture methane from the Landfill and convert it into an energy resource that will be added to the natural gas system.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The proposed use of the property is unique. The building is an unmanned facility which does not require a well, septic, or drainfield location as a typical single-family home would. Providing this service on a .41 acre parcel instead of 5 acres would minimize the impact and direct benefit to the adjacent properties.

4. *The variance will not alter the essential character of the locality.*

The new lot would be abutting an existing parcel owned by NSP, utilizing an existing access point. The lot size variance would not 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 the request.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The essential service use and building is consistent with the goals, policies, and plans of the Comprehensive Plan.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The property is zoned agricultural. The proposed essential service structure is a conditionally permitted use in agricultural zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed use will not create any adverse physical impacts upon the neighborhood. The closest home to the east will be over 400 feet away from the proposed structure.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The proposed structure would be a prefab building that would be in compliance with code requirements.

- ii. Noise*

The facility is an unmanned building, there should not be any noises out of the ordinary coming from the site.

- iii. Fencing, landscaping and buffering*

The property will be secured with a fence. Landscaping is not required for the site.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic in and out of the property is minimal. Setbacks will meet or exceed code requirements.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. All surface water runoff will be treated on site.

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 actions should be recommended for approval:

- Approval of a **Variance** to allow a lot size less than five acres in size in the agricultural zoning district subject to the following conditions:
 1. The site shall be developed in conformance with the plans on file with the Planning Department.

Practical difficulty: The proposed use is an essential service; the zoning code does not address lot sizes when the use is an essential service. The onsite building would be an unmanned facility which does not require a well, septic, or drainfield location. The proposed size of the lot has the least amount of impact and disturbance to the adjoining properties.

- Approval of the **Preliminary and Final Plat** of Rich Valley Gas Plant subject to the following conditions:
 1. The final plat and development plan shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
 2. The final plat shall demonstrate standard perimeter drainage and utility easements.
 3. A Stormwater Facilities Maintenance Agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to the release of the final plat.

4. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
 5. The applicant shall provide a driveway access agreement between the two abutting parcels owned by NSP.
 6. Final plat approval shall be subject to the review and approval of Dakota County.
 7. Park dedication fee equal to \$2,050 shall be paid to the City prior to the release of the final plat.
- Approval of a **Conditional Use Permit** for an essential service building subject to the following conditions:
 1. The site shall be developed in substantial conformance with plans on file with the Planning Department except as may be modified by the conditions below.
 2. All final development plans shall be subject to the review and approval of the City Fire Marshal.
 3. The developer shall meet the conditions outlined in the City Engineers review memos and any subsequent correspondence.
 4. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

B. Denial. If the Planning Commission does not favor the proposed application, or portions thereof, the above requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

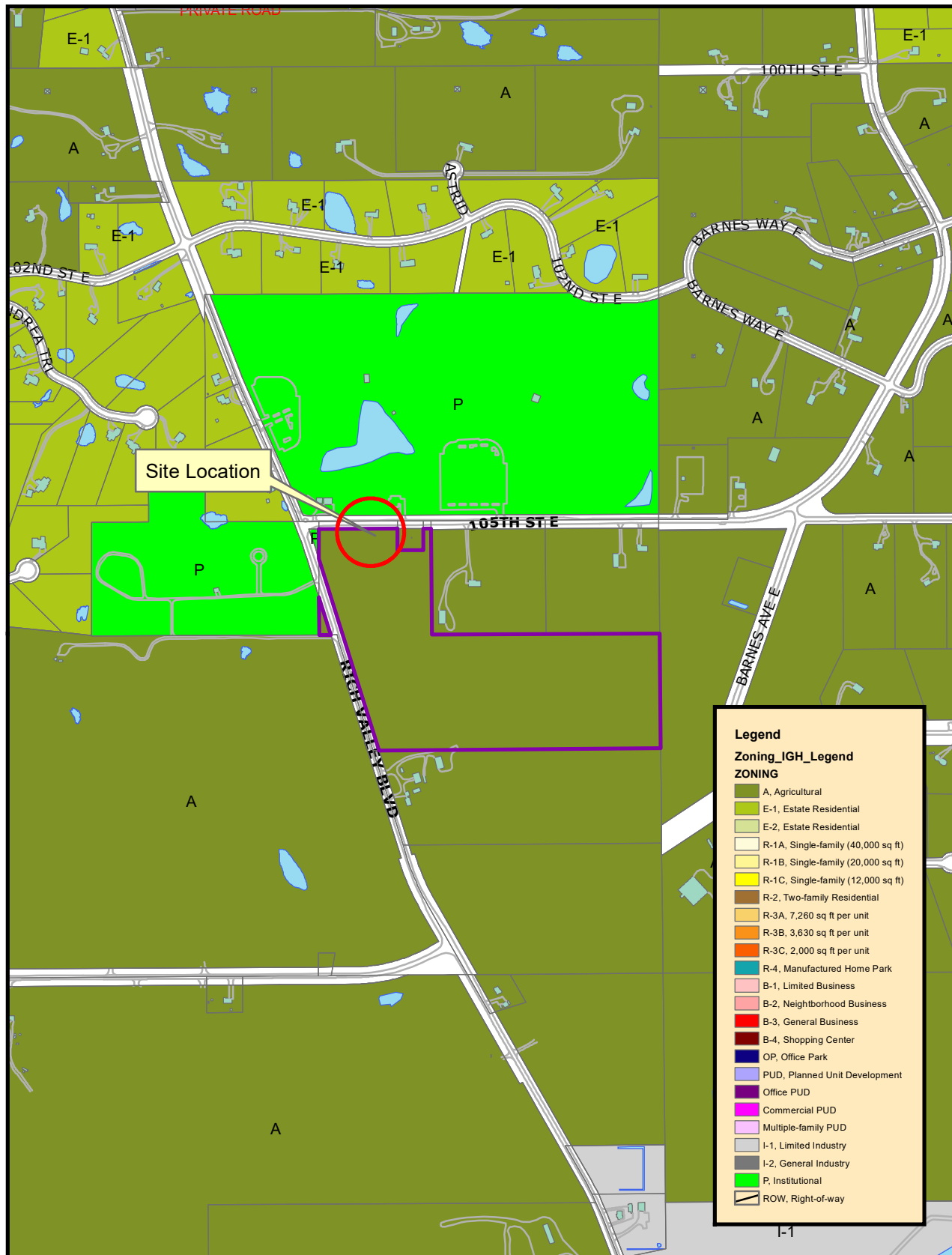
RECOMMENDATION

Based on the information in the preceding report, staff recommends approval of all requests with the conditions listed.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Narrative
Exhibit C - Preliminary Plat
Exhibit D- Elevation of proposed structure.



NSP Case No. 21-51SCV



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale



414 Nicollet Mall 06
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com

**Preliminary and Final Plat Application
Conditional Use Permit and Variance Request
Rich Valley Gas Plant
July 21, 2021**

Applicant:

Northern States Power Co. d/b/a Xcel Energy
414 Nicollet Mall, 06
Minneapolis, MN 55401
Brian Sullivan: 612-330-5825
Email: brian.e.sullivan@xcelenergy.com

Property Owner:

Option Agreement FHR to NSP

Northern States Power Co. d/b/a Xcel Energy
414 Nicollet Mall, 06
Minneapolis, MN 55401
Parcel ID Number: 20-02900-75-021

Project Summary:

Xcel Energy is proposing to construct a Renewable Natural Gas facility next to our existing Rich Valley Gas Plant located on 105th St. E in Inver Grove Heights, MN. To move forward with the project Xcel is proposing to plat approximately .65 acres to the west of the Xcel Energy property.

Project Location:

Dakota County, (Section 29 Township 029 Range 022).
Property Address: xxxx 105th St., Inver Grove Heights, MN

Project Overview:

The purpose for subdividing the property is to facilitate the installation of a Renewable Natural Gas facility which will insert methane generated at the Pine Bend Land into the natural gas pipeline system that supplies the southeast metro.

Access to the property will be through the existing Rich Valley Gas Plant facility to the east and will utilize the existing 105th Street driveway. which abuts the north property line. Dakota County operates 105th Street and .24 acre of land will be dedicated for right of way. The surrounding land uses are agricultural except for the natural gas facility to the east.

Zoning:

Jurisdiction is Inver Grove Heights

Existing Zoning: Agricultural –

Minimum lot size is 5 acres

Proposed Lot size .41 acres (.65 acres minus .24 acres road dedication)

Existing and Proposed Use: Renewable Natural Gas Facility

Lot requirements

Minimum lot size is 5 acres

Proposed Lot size .41 acres (.65 acres minus .24 acres road dedication)

Lot width 200 feet

Front yard setback 30 feet

Side yard setback 25 feet

Rear yard setback 60 feet

Height (maximum) 35 feet

Operational Plan:

The existing Xcel Energy facility is designed with one controlled access point located on 105th Street which will serve the existing facility and the proposed facility. The proposed Facility will be an unmanned facility that can be monitored remotely. Periodically technicians will inspect and maintain the facilities.

Reforestation & Landscape Plan:

There is not any landscape vegetation on the existing facility, and we are proposing not to seed the areas surrounding the facility with a pollinator mix of native plants. Because of the nature of the facility landscaping is not proposed. Security and safety requirements are paramount, and landscaping would interfere with sight lines.

Security Standards:

The proposed Inver Hills Tank Farm will have a security fence surrounding the facilities. Access to the property will be controlled and monitored. Security lighting is provided.

Access and Parking:

Access will be via an existing drive from 105th St. As noted earlier this is an unmanned facility. Parking will be provided within the facility.

Grading, Drainage, Erosion Control and Utilities:

A grading, drainage and erosion control plan are provided.



414 Nicollet Mall 06
Minneapolis, MN 55401

1-800-895-4999
xcelenergy.com

Street Plan:

The property will use the existing drives to provide access to the facilities

Wetlands:

There are no wetlands located on site.

Variance Request:

Xcel Energy is requesting a variance from the 5-acre lot minimum to allow for the construction of the new facility. Creating a larger lot ties up existing farmland and would inhibit the future development of the parcel. The variance request does not affect the functionality of the property, nor does it affect life or safety measures

The variance will allow for the addition of a new facility that captures methane from the Pine Bend Landfill and converts it into an energy resource that will be added to the natural gas system that supports the southeast metro.

Xcel Energy submits this application for a Preliminary & Final Plat, Variance and Conditional Use Permit for review by the City of Inver Grove Heights to ensure that this facility is compatible with applicable zoning requirements. However, by this application, Xcel Energy does not waive or subordinate its utility rights and obligation to implement the proposed plan.

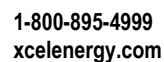
Thank you for your time and consideration.

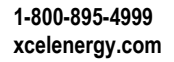
Regards,

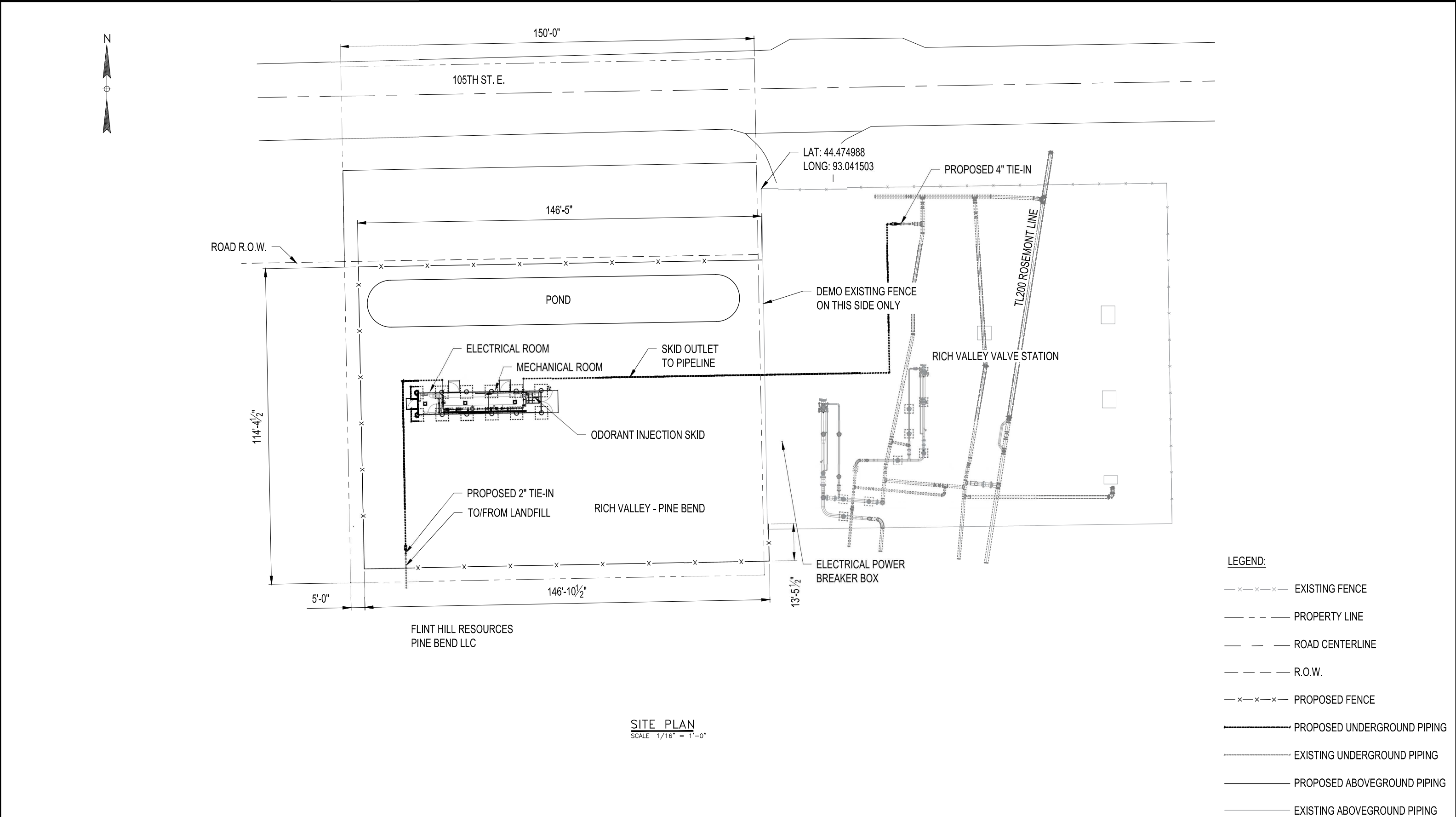
Brian Sullivan
Siting and Land Rights Agent
P: 612.330.5925 | C: 612.366.0234 | F: 612.329.3096
Email: brian.e.sullivan@xcelenergy.com

Location Map
Rich Valley Gas Plant

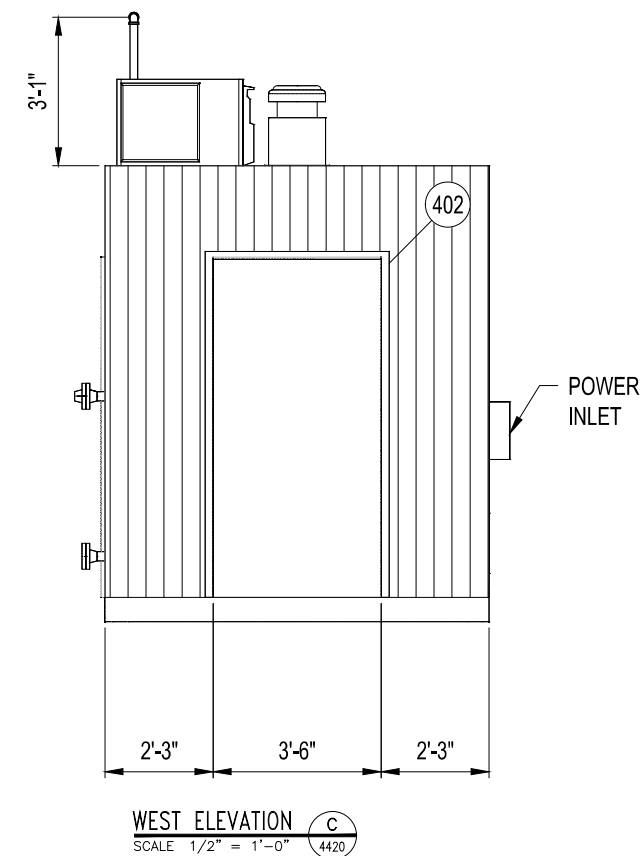
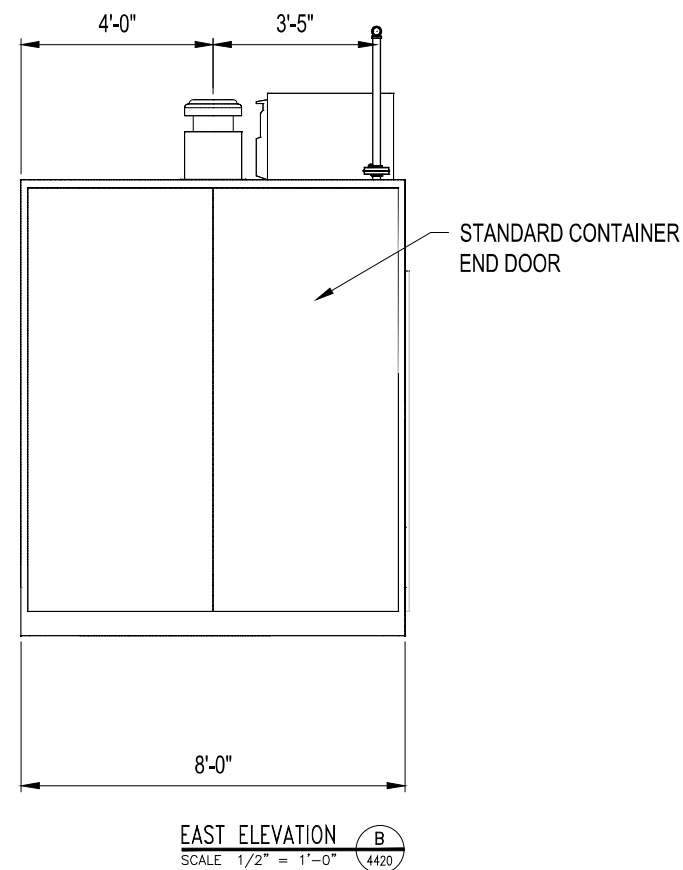
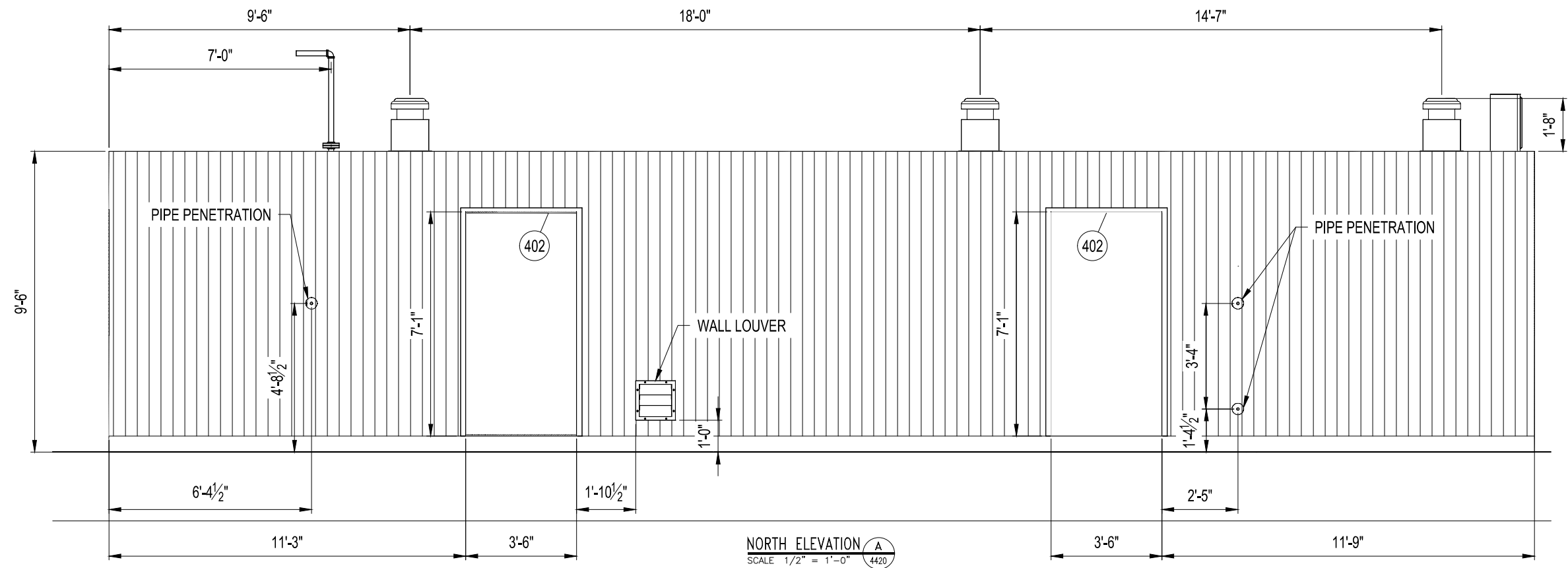








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CAD FILE NAME: D2_4000_Pine Bend.dwg



PROFESSIONAL ENGINEER
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the Laws of the state of Minnesota.
Signature: *[Signature]*
Typed or Printed Name: Jose Gutierrez
Date: 07/09/2021 License Number: 58552

CAMPOS | EPC
1401 Blake Street, Denver, CO 80202
(303) 623-3345

HISTORY	DATE
DRAWN BY: LLC	01/29/21
DESIGNED BY: MA	01/29/21
CHECKED BY: JG	07/09/21
APPROVED BY: ELS	07/09/21
IN SERVICE DATE:	

REVISIONS	NO.	DESCRIPTION	BY	DATE
	0	ISSUED FOR CONSTRUCTION	SLG	07/09/21

PINE BEND RNG INTERCONNECT ENCLOSURE DETAIL DIAGRAMS			
SERVICE CENTER: NEWPORT		LOCATION: RICH VALLEY VALVE STATION	
DIVISION: D230	CITY/COUNTY: INVER GROVE HEIGHTS/DAKOTA		TYPE: TRANSMISSION

DRAWING
4421



FLOC: GT-000000002000 - STA - RS0000R580



Request for Council Action

TITLE: BABCOCK CROSSINGS

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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 of Babcock Crossings including a Development Agreement, Storm Water Facilities Maintenance Agreement, Ponding and Utility Easement and related agreements. Property located at the corner of Upper 55th Street and Babcock Trail.

- Requires a 3/5th's vote.
- 60-day deadline: September 18, 2021 (first 60 days)

SUMMARY:

Applicant is proposing the final plat consisting of two lots. One lot contains the existing church and the other will contain the new 49 unit apartment building. City Council approved the preliminary plat, conditional use permit for the building, conditional use permit for height and variances for lot size and setbacks on December 14, 2020.

ANALYSIS

- Plat is consistent with preliminary plat and conditions of approval. All eight conditions have been satisfied.
- Park dedication consisting of cash will be paid at time of plat release.
- Easements are in place to convey water across the CHS property to the north and easements for ponding on the north side of the fire station lot are also part of the approvals.
- Dakota County has reviewed the plat and all right-of-way needs have been addressed.
- Project would begin construction this fall.

RECOMMENDATION:

Planning Staff: Recommends approval of the final plat as presented.

Attachments: Final Plat Resolution
Final Plat

Apartment Project Site Plan
Development Contract
Storm Water Facilities Maintenance Agreement
Access Easement Agreement (for infiltration basin)
Restrictive Use Easement Agreement and Fire Truck Access Easement (for fire truck
turnaround area)
Retaining Wall Maintenance Agreement
Fire Hydrant Licensing Agreement
Declaration of Ponding and Drainage and Utility Easement

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

RESOLUTION NO. 2021-244

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT, STORM
WATER FACILITIES MAINTENANCE AGREEMENT, PONDING AND UTILITY EASEMENT
AND RELATED AGREEMENTS FOR THE PLAT OF BABCOCK CROSSINGS**

**CASE NO. 21-50S
(Ron Clark)**

WHEREAS, a Final 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 December 14, 2020;

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, Ponding and Utility Easement and related agreements for the plat of Babcock Crossings 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 13th day of September, 2021.

AYES:

NAYS:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

Commitment Number: HB-42585

EXHIBIT A
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Parcel 1:

That part of the Northwest Quarter of the Southwest Quarter of Section Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22) West, described as follows: Commencing at a point on the west line of said Northwest Quarter of Southwest Quarter, said point being 381 feet south of the Quarter Section Post between Sections Thirty Two (32) and Thirty-three (33), of said Township and Range thence running south along said West line a distance of 246 feet, thence running due east 384.78 feet, thence north and parallel to the said west line of Northwest Quarter of Southwest Quarter a distance of 246 feet, thence due west a distance of 384.78 feet to the point of beginning according to the Government survey thereof.

Parcel 2:

That part of the Southwest Quarter (SW 1/4) of Section Thirty-three (33), Township Twenty-eight North (28 N), Range Twenty-two West (22 W), Dakota County, Minnesota described as follows; Commencing at a point Nine (9) chains and fifty (50) links, (Six hundred and twenty-seven feet, 627 feet) South of the Quarter Section post between Sections Thirty-two (32) and Thirty-three (33), Township Twenty-eight (28), Range Twenty-two (22) West; thence South on the West line of Section Thirty-three (33) a distance of 165 feet; thence East at right angles with said section line, a distance of 384.78 feet; thence North parallel with said West Section line of Section Thirty-three (33) a distance of 165 feet; thence West, a distance of 384.78 feet; to the point of beginning.

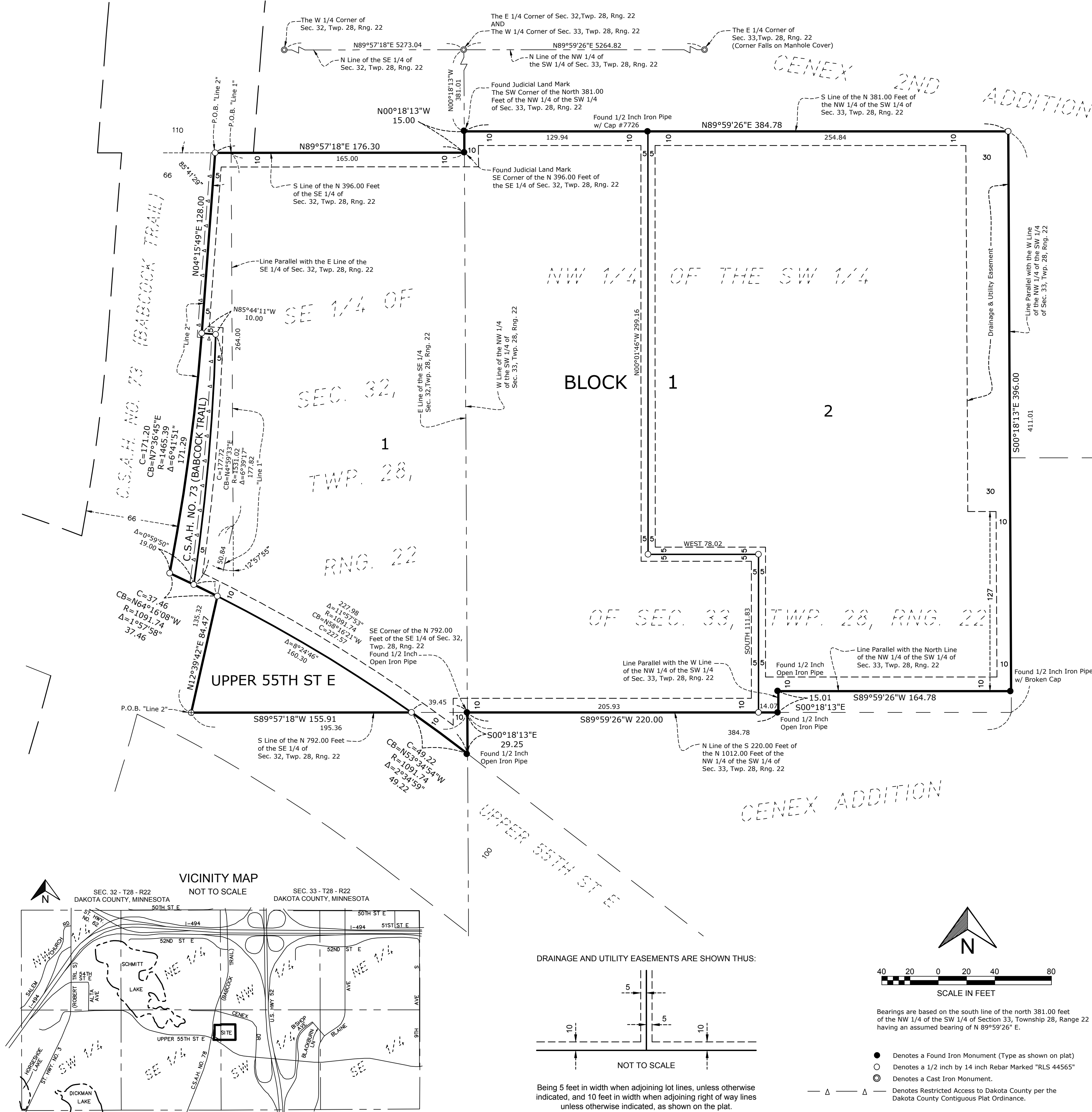
Parcel 3:

Commencing 6 chains South of the Quarter Section post between Sections 32 and 33 of Township 28, Range 22, thence South on the East line of Section 32 Four chains; thence West two and fifty hundredths chains; thence North 4 chains; thence East two & fifty hundredths chains to the place of beginning; and that part

Commencing ten chains South of Quarter Section Post between Sections 32 and 33, Township 28, Range 22, thence South on East line of Section 32, two chains; thence West at right angles with said Section line two chains and 96 links; thence North 13° East to a point which bears West from place of beginning and at right angles with said Section line two chains and fifty links, thence East two chains and fifty links to the place of beginning.

Abstract Property

BABCOCK CROSSING



KNOW ALL PERSONS BY THESE PRESENTS: That CrossRoads United Methodist Church of Lakeville, a Minnesota nonprofit corporation, fee owner of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 33, Township 28, Range 22, Dakota County, Minnesota described as follows:

Beginning at the southwest corner of the north 381.00 feet of said Northwest Quarter of the Southwest Quarter of Section 33; thence easterly, along the south line of said north 381.00 feet of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 384.78 feet; thence southerly, parallel with the west line of said Northwest Quarter of the Southwest Quarter of Section 33, a distance of 411.01 feet to the north line of the south 220.00 feet of the north 1012.00 feet of said Northwest Quarter of the Southwest Quarter of Section 33; thence westerly along said north line a distance of 384.78 feet to the west line of said Northwest Quarter of the Southwest Quarter of Section 33; thence northerly along said west line to the point of beginning and there terminating.

Which lies northerly and westerly of the following described line:

Commencing at the southwest corner of the north 381.00 feet of said Northwest Quarter of the Southwest Quarter of Section 33; thence easterly along the south line of said north 381.00 feet of the Northwest Quarter of the Southwest Quarter of Section 33, a distance of 384.78 feet; thence southerly, parallel with the west line of said Northwest Quarter of the Southwest Quarter of Section 33, a distance of 396.00 feet to the point of beginning of the line to be described; thence westerly, parallel with the north line of said Northwest Quarter of the Southwest Quarter of Section 33, a distance of 164.78 feet; thence southerly, parallel with the west line of said Northwest Quarter of the Southwest Quarter of Section 33, a distance of 15.01 feet to the north line of the south 220.00 feet of the north 1012.00 feet of said Northwest Quarter of the Southwest Quarter of Section 33, and said line there terminating.

AND

That part of the Southeast Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota described as follows:

Beginning at the southeast corner of the north 396.00 feet of said Southeast Quarter of Section 32; thence westerly along the south line of said north 396.00 feet of the Southeast Quarter of Section 32, a distance of 165.00 feet; thence southerly, parallel with the east line of said Southeast Quarter of Section 32, a distance of 264.00 feet; thence southwesterly, deflecting to the right 12 degrees 57 minutes 55 seconds, a distance of 135.32 feet to the south line of the north 792.00 feet of said Southeast Quarter of Section 32; thence easterly along said south line, a distance of 195.36 feet to said east line of the Southeast Quarter of Section 32; thence northerly along said east line to the point of beginning and there terminating.

AND

That part of the Southeast Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota, which lies southerly of the north 792.00 feet thereof, and which lies northeasterly of a curve concave to the southwest having a radius of 1091.74 feet. Said curve passes through a point on the easterly line of said Southeast Quarter of Section 32 distant 29.25 feet southerly of the southeast corner of said north 792.00 feet of the Southeast Quarter of Section 32, and passes through a point on the south line of said north 792.00 feet of the Southeast Quarter of Section 32 distant 39.45 feet westerly of said southeast corner of the North 792.00 feet of the Southeast Quarter of Section 32.

AND

That part of the Southeast Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota lying southerly of the north 396.00 feet thereof, and which lies westerly of hereinafter described "Line 1", and which lies easterly of hereinafter described "Line 2", and which lies northeasterly of a curve concave to the southwest having a radius of 1091.74 feet. Said curve passes through a point on the easterly line of said Southeast Quarter of Section 32 distant 29.25 feet southerly of the southeast corner of the north 792.00 feet of said Southeast Quarter of Section 32, and passes through a point on the south line of said north 792.00 feet of the Southeast Quarter of Section 32 distant 39.45 feet westerly of said southeast corner of the north 792.00 feet of the Southeast Quarter of Section 32.

"Line 1" is described as commencing at the southeast corner of the north 396.00 feet of said Southeast Quarter of Section 32; thence westerly along the south line of said north 396.00 feet of the Southeast Quarter of Section 32, a distance of 165.00 feet to the point of beginning of the line to be described; thence southerly, parallel with the east line of said Southeast Quarter of Section 32, a distance of 264.00 feet; thence southwesterly, deflecting to the right 12 degrees 57 minutes 55 seconds, a distance of 50.84 feet to its intersection with the first above described curve and said line there terminating.

"Line 2" is described as commencing at the southeast corner of the north 396.00 feet of said Southeast Quarter of Section 32; thence westerly along the south line of said north 396.00 feet of the Southeast Quarter of Section 32, a distance of 176.30 feet to the point of beginning of the line to be described; thence southerly, deflecting to the left 85 degrees 41 minutes 29 seconds, a distance of 128.00 feet; thence southerly for 171.29 feet along a tangential curve concave to the west, having a radius of 1465.39 feet, and a central angle of 6 degrees 41 minutes 51 seconds to its intersection with the first above described curve and said line there terminating.

Has caused the same to be surveyed and platted as BABCOCK CROSSING and does hereby dedicate to the public, for public use, the public way and the drainage and utility easements as created by this plat.

In witness whereof said CrossRoads United Methodist Church of Lakeville, a Minnesota nonprofit corporation,

has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

CROSSROADS UNITED METHODIST CHURCH OF LAKEVILLE

By: _____ Its _____

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

By: _____ of CrossRoads United Methodist Church of Lakeville, a Minnesota nonprofit corporation, on behalf of the corporation.

My Commission Expires: _____

Notary Public, Signature _____ Notary Printed Name _____

Notary Public _____ County, _____

SURVEYORS CERTIFICATE

I Rory L. Synstallen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Rory L. Synstallen, Land Surveyor

Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____, by Rory L. Synstallen, a Licensed Land Surveyor.

My Commission Expires: _____

Notary Public, Signature _____ Notary Printed Name _____

Notary Public _____ County, _____

CITY PLANNING COMMISSION OF 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: _____ Secretary By: _____ Chair

CITY COUNCIL OF INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Inver Grove Heights, Minnesota at a regular meeting thereof held this _____ day of _____, 20_____, and hereby certifies compliance with all the requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ City Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 7th day of September, 2021, the Board of Commissioners of Dakota County, Minnesota approved this plat of BABCOCK CROSSING and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____

Chair, County Board

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9, taxes payable in the year _____ on real estate hereinbefore described, have been paid. Also pursuant to

Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfers entered on this _____ day of _____, 20_____.

By: _____
Amy A. Koethe, Director

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of BABCOCK CROSSING was filed in the office of the County Recorder for public record on this _____ day of _____, 20_____, at _____ o'clock _____ M.

and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

By: _____
Amy A. Koethe, County Recorder



DEVELOPMENT SUMMARY

SITE SUMMARY:
SITE AREA: 224,096 SQ. FT. (5.14 ACRES)
(SHALL BE VERIFIED BY SURVEY AT LATER DATE)

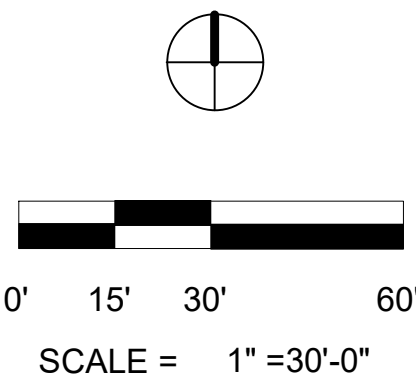
PROPOSED APARTMENT SITE: 93,414 SQ. FT. (2.14 ACRES)
PROPOSED CHURCH SITE: 130,680 SQ. FT. (3.00 ACRES)

BUILDING SUMMARY:
3 - STORY APARTMENT BUILDING
49 UNIT
21,922 SQ. FT. FOOTPRINT TOTAL 65,766 SQ. FT.

PARKING SUMMARY:
REQUIRED PARKING SPACES 2 PARKING SPACES PER UNIT
APARTMENT SURFACE PARKING 43 PARKING SPACES
GARAGE PARKING 61 PARKING SPACES

TOTAL PROVIDED APARTMENT PARKING 104 PARKING SPACES
(2.1 SPACES PER UNIT)
CHURCH SURFACE PARKING 69 PARKING SPACES
TOTAL PROVIDED SITE PARKING 173 PARKING SPACES

PROOF OF PARKING SUMMARY:
TOTAL POSSIBLE APARTMENT PARKING 123 PARKING SPACES
(WITH 19 PROOF OF PARKING)
TOTAL POSSIBLE SITE PARKING 192 PARKING SPACES
(WITH 19 PROOF OF PARKING)



**DEVELOPMENT CONTRACT
FOR THE PLAT OF
BABCOCK CROSSING**

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**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR THE PLAT OF BABCOCK CROSSING**

THIS DEVELOPMENT CONTRACT FOR THE PLAT OF BABCOCK CROSSING (Development Contract) is made and entered into on the 13th day of September, 2021, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), storm sewer pipes, storm water facilities and associated vegetation/landscaping and an access road; 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 Babcock Crossing Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of Babcock Crossing, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.5 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

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

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

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

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

1.11 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Water Management Organization

- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.12 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.13 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.15 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.17 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) 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 to the best of its knowledge contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.
- All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.
- The warranty period for sanitary sewer and water main, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the sanitary sewer and water main, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.
- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** DEVELOPER owns fee title to Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota.

Crossroads United Methodist Church Of Lakeville, a Minnesota non-profit

corporation, owns fee title to Lot 1, Block 1, Babcock Crossing, Dakota County, Minnesota.

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: Babcock Crossing Limited Partnership
c/o Ron Clark Construction & Design
7500 W. 78th St.
Edina, MN 55439

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

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in

conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

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 Section 10 of 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 related to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the following agreements:

- Storm Water Facilities Maintenance Agreement relating to plat of Babcock Crossing
- Fire Hydrant Maintenance Agreement relating to plat of Babcock Crossing
- Retaining Wall Maintenance Agreement relating to the plat of Babcock Crossing
- Restrictive Use Easement Agreement and Fire Truck Access Easement Agreement relating to plat of Babcock Crossing

If the Developer Public Improvements do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. Two ties to all curb boxes and gate valves.

2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.
6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. Final as-built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

15. Final as-built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must be located within $\pm 0.5'$ horizontal and be topologically correct on the Dakota County coordinates system. All features and critical attributes must be complete and consistent with submitted as-built plans. The as-built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 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.) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) approval by the CITY of the PLAT;
- e.) approval by the CITY of the DEVELOPMENT PLANS;
- f.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- g.) construction of the DEVELOPER IMPROVEMENTS;
- h.) delays that are not reasonable in construction of the DEVELOPER IMPROVEMENTS;
- i.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER

IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13 **CITY REMEDIES UPON DEVELOPER DEFAULT**

13.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be

performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;

- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 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.

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.

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, and such approval shall not be unreasonably withheld upon request from the DEVELOPER, the irrevocable letter of credit or cash deposit shall 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 reasonably 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. This DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL, such permission shall not be unreasonably withheld.

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

15.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

15.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT. The CITY hereby grants to DEVELOPER, its agents, employees and contractors a license to enter Lot 2, Block 3, Cenex Addition (owned by the CITY) to construct, install and maintain the DEVELOPER IMPROVEMENTS and DEVELOPER PUBLIC IMPROVEMENTS to be located on Lot 2, Block 3, Cenex Addition.

15.14 EASEMENTS.

a.) The DEVELOPER shall secure a public Drainage and Utility Easement from CHS, Inc. from the PLAT to the existing public right-of-way on Cenex Drive. The DEVELOPER is responsible for all costs associated with this easement acquisition. The DEVELOPER shall also be responsible for all utilities installed in the easement.

b.) The CITY shall be responsible for providing a public Drainage, Ponding and Utility Easement on the Fire Station property located at 2059 Upper 55th Street. The CITY will retain ownership of the regional pond. The DEVELOPER shall be responsible for all work and costs associated with improving the regional pond. The CITY retains the right to drain public lands and private lands in the watershed to the regional pond.

c.) The DEVELOPER shall be responsible for all costs associated with the water quality improvements to treat storm water from the PLAT before discharging its runoff into the regional basin.

d.) The DEVELOPER shall provide a driveway easement from Lot 2, Block 1, Babcock Crossing over Lot 1, Block 1, Babcock Crossing to provide access to Upper 55th Street.

e.) A Retaining Wall Maintenance Agreement shall be entered into between the DEVELOPER and CITY which provides that DEVELOPER shall be responsible to install and maintain the retaining wall located on the Fire Station property and which grants DEVELOPER the right to access the Fire Station property to maintain the retaining wall. DEVELOPER shall be responsible for all costs to install and maintain the retaining wall.

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 13th day of September, 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:

BABCOCK CROSSING LIMITED PARTNERSHIP

a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company

Its: General Partner

By: _____

J. Michael Waldo

Its: President/Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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 THE PLAT OF BABCOCK CROSSING

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

Lot 1 and Lot 2, Block 1, Babcock Crossing, 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

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
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The above-listed Development Plans were approved by the City Engineer on September __, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Babcock Crossing (the “City Engineer Memos”):

1. City Engineering memo dated November 3, 2020.
2. Response memo of Civil Site Group dated August 4, 2021.
3. Stormwater Management Report prepared by Civil Site Group last revised June 28, 2021.
4. Geotechnical Evalation Report prepared by Braun Intertec dated October 8, 2020.
5. Addendum 1 to Geotechnical Evaluation dated November 24, 2020.
6. Barr Engineering memo dated November 18, 2020.
7. Stantec review letter dated August 28, 2020.
8. E-mail correspondence from City Engineer dated May 19, 2021.
9. Letter from Dakota County Surveyor’s office dated August 23, 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 watermain and storm sewer)
X	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Sanitary sewer and water service lines
X	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Private Storm Water Facilities constructed to a functional level approved by the City Engineer
X	prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first	Private Storm Water Facilities completed
X	prior to obtaining a certificate of occupancy or December 31, 2021, whichever occurs first	Retaining wall installed
X PUBLIC	prior to obtaining a building permit or December 31, 2021, whichever occurs first	Public 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	Public Storm Water Facilities completed
X	prior to obtaining a certificate of occupancy or November 30, 2021, whichever occurs first	Private driveway and parking areas, access road and fire truck turn around area
X	prior to issuing certificate of occupancy for Lot 2, Block 1, Babcock Crossing	Landscaping **

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

** Landscaping must be completed prior to issuance of a certificate of occupancy; provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy except landscaping have been met, then the CITY 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 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.
 - e.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - f.) DEVELOPER must execute and deliver the documents listed in paragraph 6 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - g.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
- 2.) **BUILDING PERMIT FOR PLAT.** 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 Section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 6 of this Exhibit E have been recorded and the DEVELOPER has provided evidence

to the CITY of such recording.

- d.) The public Storm Water Facilities and the private 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 (sanitary sewer and water and storm sewer) must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) The retaining wall must be installed.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2021, or prior to the issuance of a certificate of occupancy for the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) The public Storm Water Facilities and the private Storm Water Facilities must be completed and approved by the City Engineer.
 - c.) Landscaping must be completed; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - d.) The driveway, parking areas, access road and fire truck turnaround area must be completed.
- 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 \$4,900 multiplied by the number of units. There are 49 units and as a result, the park contribution is \$240,100 (49 units multiplied by \$4,900 per unit). The park contribution fee of \$240,100 must be paid before the CITY signs the PLAT.

6.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below. The below-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT.
- b. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement relating to the PLAT.
- c. DEVELOPER must execute a Fire Hydrant License Agreement for the PLAT.
- d. DEVELOPER must execute a Restrictive Use Easement Agreement and Fire Truck Access Easement for the PLAT.
- e. DEVELOPER must execute an Access Easement Agreement for Lot 2, Block 1, Babcock Crossing for access by the CITY to the storm water infiltration basin on Lot 2, Block 3, Cenex Addition (owned by the City).
- f. CITY shall execute a Declaration of Ponding, Drainage and Utility Easement relating to Lot 2, Block 3, Cenex Addition, Dakota County owned by the CITY.
- g. DEVELOPER shall prepare and cause to be executed a private cross access/shared driveway easement over Lot 1, Block 1, Babcock Crossing for the benefit of Lot 2, Block 1, Babcock Crossing. The private cross access/shared driveway easement shall be reviewed and approved by the CITY attorney prior to release of the PLAT.
- h. The PLAT shall show restricted access along all of C.S.A.H. 73 (Babcock Trail) with a temporary access permit being required for the existing church driveway on Lot 1, Block 1, Babcock Crossing. DEVELOPER shall cause to be obtained the required temporary access permit and shall meet all requirements of the Dakota County Surveyor's office with respect to access to and from C.S.A.H. 73 (Babcock Trail).
- i. DEVELOPER shall execute a Retaining Wall Maintenance Agreement for Lot 2, Block 3, Cenex Addition, relating to the PLAT.

7.) **DEDICATION OF RIGHT-OF-WAY.** C.S.A.H. No. 73 (Babcock Trail) right-of-way and Upper 55th Street E. (City) right-of-way shall be dedicated as illustrated and shown on the PLAT at no cost to the road authorities.

- 8.) **RETAINING WALL REQUIREMENTS.** Prior to the CITY issuing a building permit for the PLAT all retaining wall permits, if applicable, must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for the PLAT, 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.
- 9.) **DRAINAGE AND UTILITY EASEMENT FROM CHS, INC.** DEVELOPER shall cause to be conveyed to the CITY a Permanent Drainage and Utility Easement over a portion of the property lying to the north of the PLAT owned by CHS, Inc described as Lot 2, Block 1, Cenex 2nd Addition, Dakota County, Minnesota. In consideration of CHS granting the Permanent Drainage and Utility Easement to the City, DEVELOPER has agreed to pay to CHS, Inc. the amount of \$4,000. All costs associated with preparing the Permanent Drainage and Utility Easement (including CITY attorneys fees and engineering fees) shall be the responsibility of OWNER and shall be charged to the existing planning escrow account at the CITY.
- 10.) **PRIVATE CROSS ACCESS/SHARED DRIVEWAY EASEMENT.** After the PLAT is recorded, the fee owner of the property comprising the PLAT is conveying Lot 2, Block 1, Babcock Crossing to DEVELOPER. Lot 2, Block 1, Babcock Crossing does not have direct access to Upper 55th Street E. The only access to Upper 55th Street E. for Lot 2, Block 1, Babcock Crossing is through Lot 1, Block 1, Babcock Crossing. Lot 1, Block 1, Babcock Crossing will be owned by an entity other than DEVELOPER. A private cross access/shared driveway easement is needed between Lot 1, Block 1, Babcock Crossing and Lot 2, Block 1, Babcock Crossing for the benefit of Lot 2, Block 1, Babcock Crossing. DEVELOPER shall provide a fully executed cross access/shared driveway easement to the CITY before the PLAT is released for recording. The private cross access/shared driveway easement shall be approved by the CITY attorney. The private cross access/shared driveway easement shall be recorded with the PLAT.
- 11.) **TITLE REGISTRATION.** DEVELOPER has commenced a title registration action to register title to the property comprising the PLAT. DEVELOPER is responsible for all costs and expenses related to the title registration including any CITY attorney fees for review and Council approval of the title registration documents. CITY agrees to execute all documents necessary to assist DEVELOPER with the title registration process.
- 12.) **CEMETERY LOTS.** There are cemetery lots located within Lot 1, Block 1, Babcock Crossing. The CITY is not responsible for any of the cemetery lots within Lot 1, Block 1, Babcock Crossing during the construction of the DEVELOPER IMPROVEMENTS. If any damage, disruption, destruction or disturbance occurs to the cemetery lots during construction of the DEVELOPER IMPROVEMENTS, the DEVELOPER agrees that the CITY shall not be held responsible or liable with respect to the cemetery lots.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage & Erosion Control	\$195,930
2.)	Sanitary Sewer	\$76,180
3.)	Watermain	\$90,750
4.)	Storm Sewer	\$383,960
5.)	Storm Water Facilities (and retaining wall around pond)	\$48,000
6.)	Driveway & Parking Areas & Access Road	\$56,650
7.)	Street Lights	\$10,000
8.)	Landscaping	\$30,000
9.)	Construction debris clean up	\$6,000
10.)	Certified As-Builts	\$6,000
11.)	Signs	\$3,000
SUBTOTAL		\$906,470
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$1,133,087.50

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:

\$16,500	City fees for inspection and engineering services
\$62,250	Engineering review escrow for preliminary and final plan review
\$4,500	Barr storm water management plan review
<u>\$2,000</u>	Stantec Water supply and looping
<u>\$85,250</u>	ENGINEERING ESCROW AMOUNT 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 \$33,750 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 vegetative landscaping related to 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 lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the Storm Water Facilities related to the PLAT.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$85,250 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.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO LOT 2, BLOCK 1, BABCOCK CROSSING,
CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO LOT 2, BLOCK 1, BABCOCK CROSSING (Agreement) is made, entered into and effective this 13th day of September, 2021, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Babcock Crossing Limited Partnership, a Minnesota limited partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Babcock Crossing Limited Partnership, a Minnesota limited partnership by Babcock Crossing LLC, a Minnesota limited liability company, its general partner, and their successors and assigns.

1.4 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

Any existing or future infiltration basins, raingardens, storm sewer pipes, inlets, catch basins, manholes, gate valves and valve box, flared end sections, rip rap and related storm water improvements.

1.5 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The Residential Owner and the successors and assigns of the Residential Owner.

The current Responsible Owner is the Landowner.

1.6 Residential Lot. Residential Lot means the real property legally described on the attached **Exhibit A**.

1.7 Residential Owner. Residential Owner means the fee title owner of the Residential Lot.

1.8 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain set of plans titled “Inver Grove Heights Apts” prepared by Civil Site Group dated August __, 2021 and approved by the City Engineer on September __, 2021, as well as the “Operations and Maintenance Plan” attached as Exhibit B and approved by the City Engineer and any amendments relating thereto approved by the City.

The Storm Water Facility Plan includes the map titled “Stormwater Responsibility Map” prepared by Civil Site Group dated August 30, 2021 and approved by the City Engineer which depicts the location of the Storm Water Facilities and the responsibility for maintenance. The Stormwater Responsibility Map is attached as **Exhibit E**.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

1.10 Development Contract. “Development Contract” means that certain contract between City and Landowner dated September 13, 2021.

1.11 Storm Water Facilities Lots. “Storm Water Facilities Lots” means the lots where the Storm Water Facilities are located identified on the attached **Exhibit D**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lot.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Development Contract for the plat of Babcock Crossing.

Recital No. 3. The City is willing to approve the Development Plans for the plat of Babcock Crossing if Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. The Storm Water Facilities are located on the Storm Water Facilities Lots. The Storm Water Facilities benefit and will serve the Residential Lot.

Recital No. 5. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within property owned by the City or 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 Lot any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Landowner agrees that the Storm Water Facilities identified in Section 1.4 of this Agreement 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 terms of the Development Contract.

3.2 Maintenance of Storm Water Facilities. Except as provided below in this Section 3.2, 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. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the plat of Babcock Crossing.

Responsible Owner is **not** obligated to maintain the following Storm Water Facilities; the City is responsible to maintain the following Storm Water Facilities:

- The public outlet storm sewer (15 inch RCP) that runs from the infiltration basin located on Lot 2, Block 3, Cenex Addition, Dakota County, Minnesota to the public drainage and utility easement located on Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota running northerly through the northern boundary line of the plat of Babcock Crossing and into a public drainage and utility easement located on Lot 2, Block 1, Cenex 2nd Addition, Dakota County, Minnesota.
- The public infiltration basin located on Lot 2, Block 3, Cenex Addition, Dakota County, Minnesota.

The Storm Water Maintenance Responsibility Map attached hereto as **Exhibit E** depicts the Storm Water Facilities that will be maintained by the City and depicts the Storm Water Facilities described herein that will be maintained by the Responsible Owner.

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Storm Water Facilities Lots are located outside of the Northwest Area Overlay District.
- c.) The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.
- d.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Storm Water Facilities Lots. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii.) The Operations & Maintenance Plan shall contain the following information:

- a. Detailed inspection requirements;
- b. Inspection and maintenance schedules;
- c. Contact information for the Responsible Owner;
- d. As built plans of the Storm Water Facilities;
- e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.
- h. The design storage capacity of the Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- i. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the 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.

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

3.4 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes. If payment is not made under Section 3.5 by the Responsible Owner, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Residential Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

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 property owned by the City or within public easements or that the cause for maintenance of the Storm Water Facilities may be due to Storm Water Facilities located on property owned by the City.

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) construction of the Storm Water Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Babcock Crossing.

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 Lot and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lot acquired after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Babcock Crossing Limited Partnership
c/o Ron Clark Construction & Design
7500 W. 78th St.
Edina, MN 55439

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 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:

BABCOCK CROSSING LIMITED PARTNERSHIP

a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company
Its: General Partner

By: _____
J. Michael Waldo
Its: President/Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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 RESIDENTIAL LOT

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

Lot 2, Block 1, Babcock Crossing, 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

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 Owner unless designated otherwise by City
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 otherwise by City
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Responsible Owner unless designated otherwise by City
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise by City
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise by City
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise by City
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Responsible Owner unless designated otherwise by City
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 otherwise by City

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					
ILLCIT DISCHARGE	DATE OF LAST RAINFALL EVENT:				
ODOR	Y	N	COMMENTS:		
COLOR	Y	N	COMMENTS:		
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:		
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:		
MAINTENANCE PERFORMED:					
SIGNED:				DATE:	

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

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

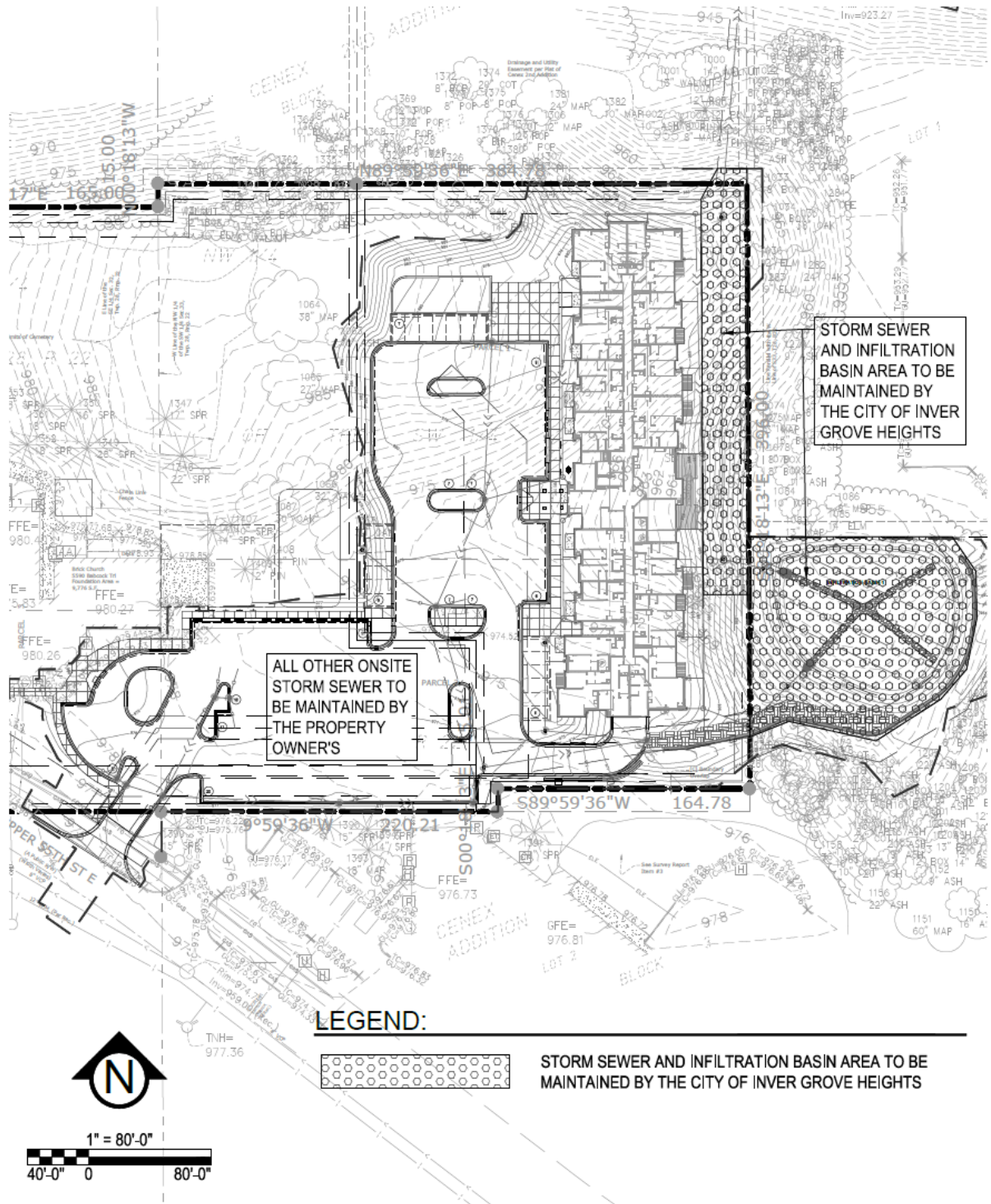
EXHIBIT D
STORM WATER FACILITIES LOTS

Storm Water Facilities Lots means the following:

Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota.

Lot 2, Block 3, Cenex Addition, Dakota County, Minnesota.

EXHIBIT E **STORM WATER RESPONSIBILITY MAP**



BABCOCK CROSSING - INVER GROVE HEIGHTS, MN		STORMWATER RESPONSIBILITY MAP		
	4931 W. 35TH ST., #200 ST. LOUIS PARK, MN 55416 952.260.2003 / 763.213.394 www.CivilSiteGroup.com	Project Number:	Revision Number:	EX. E
		Issue Date: 8/30/21	Revision Date:	

ACCESS EASEMENT AGREEMENT
FOR LOT 2, BLOCK 1, BABCOCK CROSSING,
DAKOTA COUNTY, MINNESOTA

THIS ACCESS EASEMENT AGREEMENT FOR LOT 2, BLOCK 1, BABCOCK CROSSING, DAKOTA COUNTY, MINNESOTA (“Agreement”) is made, executed and effective the 13th day of September, 2021, by and between Babcock Crossing Limited Partnership, a Minnesota limited partnership (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

WHEREAS, Grantor owns certain real property (hereinafter defined as the “Servient Parcel”) located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached **Exhibit A**.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement for access and ingress and egress over the Servient Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the easement (the “Easement”) as herein set forth:

1. **Servient Parcel:**

The Servient Parcel means and is defined as follows:

The real property described on the attached Exhibit A.

2. **Easement Area:**

The Easement Area means and is defined as follows:

The real property described and depicted on the attached Exhibit B.

3. **Grant of Easement:**

Grantor hereby conveys and grants to City and its successors, permitted assigns and contractors a non-exclusive Easement for access and ingress and egress on

and over the Easement Area according to the terms hereof. The City hereby accepts such Easement and the duties and restrictions contained herein.

4. **Purposes and Uses of Easement:**

The Grantor owns the Servient Parcel. A storm water infiltration basin is located on property adjoining the Servient Parcel owned by the City. The City needs to access the storm water infiltration basin for inspection, repair and maintenance responsibilities. In order for the City to access the storm water infiltration basin, the City needs an access easement over a portion of the Servient Parcel. The purpose of this Easement is to permit the City and its successors, permitted assigns, and contractors to use the Easement Area as an access route from the Servient Parcel to the storm water infiltration basin in the event the City needs to inspect, maintain and repair the storm water infiltration basin.

5. **Restrictions on Use:**

The City shall only use the Easement Area if and when the City has the need to inspect, maintain, or repair the storm water infiltration basin and related appurtenances or restore the Easement Area. Only vehicles owned by the City or owned by contractors hired by the City may travel on the Easement Area. This Easement does not create a public right of way; it only creates a limited access route for the City and its contractors for the purposes above stated.

6. **Benefited Parties:**

The Easement created herein is for the sole benefit of the City, its successors, permitted assigns and contractors. The City agrees to adhere to the terms and conditions stated herein, and the City shall cause its successors, permitted assigns and contractors to adhere to the terms and conditions stated herein.

7. **No Pavement or Gravel Base:**

The City will not install any bituminous or concrete pavement in the Easement Area.

8. **Inspections:**

If the City needs to use the Easement Area as an access route for inspection of the storm water infiltration basin and related appurtenances, and if no construction, maintenance, repair or restoration otherwise needs to be done by the City at that time, then access over the Easement Area shall be limited to pedestrian travel only, and vehicles shall not be employed. City owned vehicles and vehicles owned by contractors hired by the City may travel over the Easement Area only when from time to time the City needs to construct, maintain, or repair the infiltration basin or appurtenances or restore the Easement Area.

9. **Duration of Easement:**

The Easement created hereby is perpetual and runs with the Servient Parcel and shall be binding upon the Servient Parcel.

10. **No Unreasonable Interference:**

The City's use of the Easement Area shall not unreasonably interfere with Grantor's ability to use the Easement Area.

11. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns. This Agreement shall run with the Servient Parcel.

12. **Indemnification of Grantor:**

The City hereby agrees to indemnify, defend and hold Grantor and its trustees, employees, students, agents and invitees 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 Grantor or its trustees, employees, students, agents and invitees incur or suffer, which arise out of, result from or relate to the use of the Easement Area for Easement purposes by the City and its successors, assigns and contractors, except to the extent the claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies arise out of, result from or relate to Grantor's negligence.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by their 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 13th day of September, 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

GRANTOR:
BABCOCK CROSSING LIMITED PARTNERSHIP
a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company
Its: General Partner

By: _____
J. Michael Waldo
Its: President/Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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 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 SERVIENT PARCEL

Lot 2, Block 1, Babcock Crossing, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A _____ foot wide non-exclusive easement for access, ingress and egress purposes lying over, under and across Lot 2, Block 1, Babcock Crossing, according to the recorded plat thereof Dakota County, Minnesota, the centerline of said easement is described as follows:

EXHIBIT B (CONTINUED)
DEPICTION OF EASEMENT AREA

**RESTRICTIVE USE EASEMENT AND FIRE TRUCK ACCESS EASEMENT FOR
LOT 2, BLOCK 1, BABCOCK CROSSING, DAKOTA COUNTY, MINNESOTA**

THIS RESTRICTIVE USE EASEMENT AND FIRE TRUCK ACCESS EASEMENT FOR LOT 2, BLOCK 1, BABCOCK CROSSING (“Easement Agreement”) is made this 13th day of September, 2021, by and between Babcock Crossing Limited Partnership, a Minnesota limited partnership, and its successors and assigns (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 on Exhibit A as the “Property”).

WHEREAS, portions of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) to allow City Fire Department vehicles, public safety vehicles and emergency vehicles to enter and exit the Property owned by Grantor. The City desires that nothing be placed on these portions of the Property that would otherwise permanently prevent City Fire Department vehicles, public safety vehicles and emergency vehicles from entering or exiting 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 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) over those portions of the Property described and depicted on **Exhibit B**, attached hereto (hereinafter referred to on Exhibit B as “Restricted Easement Area”) without the prior written consent of the City.

WHEREAS, Grantor and City further wish to enter into an agreement which will grant to City an ingress, egress and access easement to allow City Fire Department vehicles, public safety vehicles and emergency vehicles access to the Property over, across, through and upon the easement area described and depicted on **Exhibit C**, attached hereto (hereinafter referred to as the “Access Easement Area”).

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 described and depicted on Exhibit B.

Further, Grantor hereby forever grants to City an ingress, egress and access easement to allow City Fire Department vehicles, public safety vehicles and emergency vehicles to enter the Property over, across, through and upon the Access Easement Area described and depicted on Exhibit C.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation may be planted or placed upon the Restricted Easement Area and Access Easement Area.
3. **Restrictions Relating to Structures.** No buildings, and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area and Access Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious surface material within the Restricted Easement Area and Access Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area and Access 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. **Requirement for Surface of Access Easement Area.** The Access Easement Area must be designed and maintained by the Grantor or its successor or assigns to support the imposed loads of fire apparatus so as to provide all-weather driving capabilities; Grantor has the obligation for maintenance.
6. **Duration of Easement.** The duration of this Easement Agreement is perpetual, unless terminated by any of the following means:
 - a. The Easement Agreement may be terminated by recordable written instrument signed by the parties.
 - b. The Easement Agreement may be terminated if the City executes a written recordable release of the Easement Agreement.
7. **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 and the Access Easement Area.

8. **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 8(c) and 8(d) with respect to the billing, collection and/or tax certification of such costs.
 - c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due

Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 8(c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement 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 Grantor.

9. **Binding Effect.** This Easement Agreement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor’s and assigns of the City. This Easement Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Easement Agreement or acquired after the date of recording of this Easement Agreement.

10. **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.

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

12. **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.

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

14. **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.

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

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

IN WITNESS WHEREOF, the parties have caused this 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 13th day of September, 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

GRANTOR:

BABCOCK CROSSING LIMITED PARTNERSHIP

a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company

Its: General Partner

By: _____
J. Michael Waldo

Its: President/Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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 THE “PROPERTY”

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

Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF RESTRICTED EASEMENT AREA

With respect to the Property described on Exhibit A to this Easement Agreement, a permanent restricted use easement over, under, across, through and upon that part of Property 1 described as follows:

Depiction of Restricted Easement Area:

EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF ACCESS EASEMENT AREA

With respect to the Property described on Exhibit A to this Easement Agreement, a permanent easement for access, ingress and egress over, under, across, through and upon that part of Property described as follows:

Depiction of Access Easement Area:

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOT 2, BLOCK 3, CENEX ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOT 2, BLOCK 3, CENEX ADDITION (hereafter referred to as “Agreement”) is made, entered into and effective this 13th day of September, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Babcock Crossing Limited Partnership, a Minnesota limited partnership (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

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

1.4 Retaining Wall Facilities. “Retaining Wall Facilities” means each and all of the following, individually and collectively, to the extent located within the Retaining Wall Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the _____ prepared by Civil Site Group and approved by the City together with the Retaining Wall Easement Exhibit dated July 28, 2021 attached as **Exhibit C**. The Retaining Wall Construction Plan is on file with the City.

1.6 Responsible Party. “Responsible Party” means the fee owner of the Landowner Property, and its successors and assigns.

1.7 Landowner Property. Landowner Property means the real property legally described on the attached **Exhibit A**.

1.8 Retaining Wall Lot. Retaining Wall Lot means the lot identified on **Exhibit B** attached hereto.

1.9 Retaining Wall Lot Owner. Retaining Wall Lot Owner means the fee title owners of the Retaining Wall Lot.

1.10 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.11 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. Landowner owns the Landowner Property.

Recital No. 3. The City owns the Retaining Wall Lot.

Recital No. 4. The Landowner is benefitted and served by the Retaining Wall Facilities located on the Retaining Wall Lot.

Recital No. 4. The City is willing to allow the plat of Babcock Crossing 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 the Responsible Party under this Agreement) executes 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 are located on the Retaining Wall Lot owned by the City; 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 December 31, 2021, or 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.

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 DWP, 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. 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 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 Party 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 Party, the City, without notice and without hearing, may specially assess the Landowner Property 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 Landowner Property. 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 Landowner Property.

3.7 Obligation For Maintenance Notwithstanding City Ownership. The Responsible Party agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities are located on property owned by the City.

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 executes 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 Babcock Crossing.

4.2 License to Enter Retaining Wall Lot. The City hereby grants to Landowner, its agents, employees and contractors a license to enter the Retaining Wall Lot (upon that area of the Retaining Wall Lot depicted on **Exhibit D** attached hereto) to construct, install, maintain, repair and replace the Retaining Wall Facilities to be located on the Retaining Wall Lot as long as the Retaining Wall Facilities exist. The duration of this license to enter by the City is terminated if the City executes a written recordable release of this Agreement.

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 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.

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 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: Babcock Crossing Limited Partnership
c/o Ron Clark Construction & Design
7500 W. 78th St.
Edina, MN 55439

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

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

IN WITNESS WHEREOF Landowner and the City have entered into this 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 13th day of September, 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 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:
BABCOCK CROSSING LIMITED PARTNERSHIP
a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company
Its: General Partner

By: _____
J. Michael Waldo
Its: President/Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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 LANDOWNER PROPERTY

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

Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota.

EXHIBIT B
RETAINING WALL LOT

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

Lot 2, Block 3, Cenex Addition, Dakota County, Minnesota.

EXHIBIT C
RETAINING WALL CONSTRUCTION PLAN

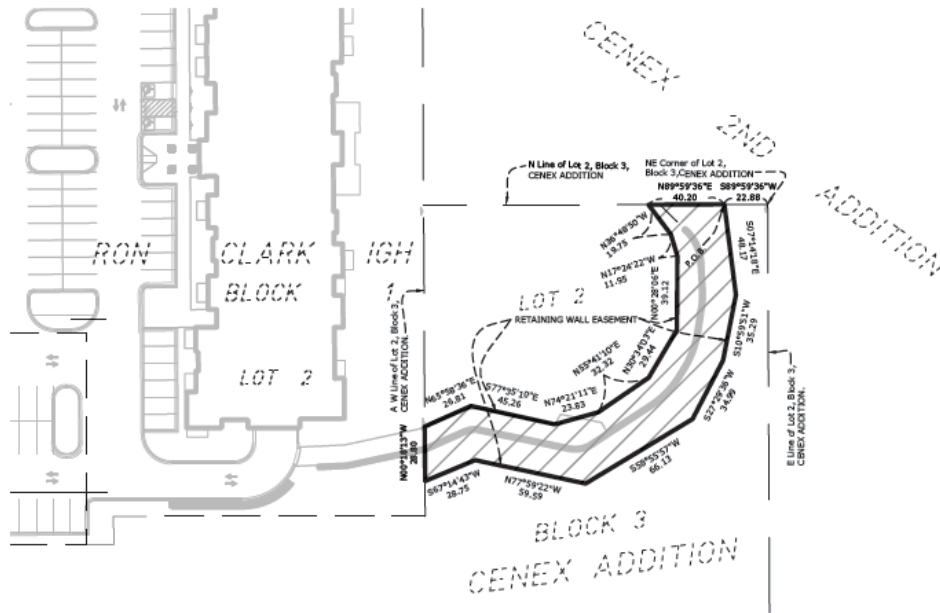
EXHIBIT D
LICENSE TO ENTER RETAINING WALL LOT
TO ACCESS RETAINING WALL FACILITIES

RETAINING WALL EASEMENT EXHIBIT
Lot 2, Block 3, CENEX ADDITION
Inver Grove Heights, Dakota County, Minnesota

DESCRIPTION

An easement for retaining wall purposes over, under and across that part of Lot 2, Block 3, CENEX ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of South 89 degrees 59 minutes 36 seconds West along the north line of said Lot 2 for 22.88 feet to the point of beginning of the easement to be described; thence South 07 degrees 14 minutes 18 seconds East for 48.17 feet; thence South 10 degrees 59 minutes 51 seconds West for 35.29 feet; thence South 27 degrees 29 minutes 36 seconds West for 34.99 feet; thence South 58 degrees 55 minutes 57 seconds West for 66.13 feet; thence North 77 degrees 59 minutes 22 seconds West for 59.59 feet; thence South 67 degrees 14 minutes 43 seconds West for 28.75 feet to a westerly line of said Lot 2; thence North 00 degrees 18 minutes 13 seconds West along said westerly line for 28.80 feet; thence North 65 degrees 58 minutes 36 seconds East for 26.81 feet; thence South 77 degrees 35 minutes 10 seconds East for 45.26 feet; thence North 74 degrees 21 minutes 11 seconds East for 23.83 feet; thence North 55 degrees 41 minutes 10 seconds East for 32.32 feet; thence North 30 degrees 34 minutes 03 seconds East for 29.44 feet; thence North 00 degrees 28 minutes 06 seconds East for 39.12 feet; thence North 17 degrees 24 minutes 22 seconds West for 11.95 feet; thence North 36 degrees 48 minutes 50 seconds West for 19.75 feet to said north line of Lot 2; thence North 89 degrees 56 minutes 36 seconds East along said north line for 40.20 feet to the point of beginning and there terminating.



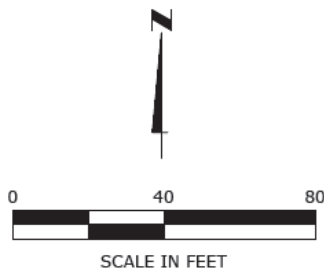
MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 28th day of July, 2021

Rory L. Synsteliën

Minnesota License No. 44565



CivilSite
GROUP

4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

Drawn By: TH

Project No. 20109

SHEET 1 OF 1

FIRE HYDRANT LICENSE AGREEMENT
FOR LOT 2, BLOCK 1, BABCOCK CROSSING,
DAKOTA COUNTY, MINNESOTA

THIS FIRE HYDRANT LICENSE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Babcock Crossing Limited Partnership, a Minnesota limited partnership (hereinafter referred to as Landowner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means Babcock Crossing Limited Partnership, a Minnesota limited partnership, and its successors and assigns.

1.4 Fire Hydrants. Fire Hydrants mean individually and collectively any existing or future fire hydrants located within or on the Subject Property.

1.5 Maintenance, Maintain, or Maintained. Maintenance, Maintain, or Maintained shall mean the obligation of the Responsible Owner to maintain and, if required by the City standards, to repair or replace the Fire Hydrants as provided in Section 3.3 on the Subject Property.

1.6 Standard of Maintenance. Standard of Maintenance shall mean the standards that the City's Director of Public Works utilizes for fire hydrants that the City maintains, as those standards are from time to time amended.

The current Standard of Maintenance is the Waterous 5-1/4" Pacer Fire Hydrant Operation, Inspection and Maintenance Manual (consisting of three pages) attached hereto as **Exhibit A.**

1.7 Responsible Owner. Responsible Owner means the fee title owner of the Subject Property.

1.8 Subject Property. Subject Property means the real property legally described on the attached **Exhibit B.**

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and will be improving the Subject Property pursuant to the Development Plans defined and identified in the Development Contract between the City and Landowner dated September 13, 2021.

Recital No. 2. The City is willing to approve the above-described Development Plans for the Subject Property if, among other things, Landowner executes this Agreement.

Recital No. 3. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility to Maintain the Fire Hydrants, notwithstanding the fact that the Fire Hydrants 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 Subject Property any Maintenance work that the City performs with respect to the Fire Hydrants in the event the Responsible Owner fails to Maintain the Fire Hydrants.

Recital No. 4. Landowner currently owns the Subject Property and Landowner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Fire Hydrants. Landowner agrees that the Fire Hydrants shall be installed at the sole expense of Landowner prior to the issuance of a certificate of occupancy, or by a date reasonably determined by the City Engineer.

3.2 Maintenance of Fire Hydrants. The parties acknowledge that the City may perform, but is not required to perform, some Maintenance with regard to the Fire Hydrants

including, but not limited to, flushing, lubricating and painting the Fire Hydrants. The City has no obligation to perform said Maintenance but may do so in its sole discretion.

Notwithstanding the foregoing provision, the Responsible Owner is obligated at its expense to perpetually Maintain the Fire Hydrants.

3.3 Standard of Maintenance. Landowner shall exercise the Standard of Maintenance with regard to the Fire Hydrants.

3.4 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not properly Maintained the Fire Hydrants in accordance 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 with the Standard of Maintenance and the City shall have the right of access to the Subject Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with the Standard of Maintenance 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 by the Responsible Owner in accordance with Section 3.5, then the City may certify to Dakota County the amounts due as payable similar to special assessments and real estate taxes

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

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligation to Maintain the Fire Hydrants exist notwithstanding the fact that some or all of the Fire Hydrants are or may be located in 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 Fire Hydrants for the duration of the performance of the Maintenance. The Responsible Owner hereby grants the City a temporary right and license to access and enter the Subject Property for the purpose of performing Maintenance of the Fire Hydrants for the duration of the performance of the Maintenance.

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Agreement and if the other conditions required by the City in the Development Contract dated September 13, 2021 are met, the City will approve the Development Plans.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties.

This Agreement also applies to all after-acquired title of the parties.

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this 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 13th day of September, 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:

BABCOCK CROSSING LIMITED PARTNERSHIP

a Minnesota limited partnership

By: Babcock Crossing LLC
a Minnesota limited liability company
Its: General Partner

By: _____
J. Michael Waldo
Its: President/Chief Executive Officer

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of September, 2021, before me a Notary Public within and for said County, personally appeared J. Michael Waldo, to me personally known, who being by me duly sworn, did say that he is the President and Chief Executive Officer of Babcock Crossing LLC, a Minnesota limited liability company, the general partner of Babcock Crossing Limited Partnership, a Minnesota limited partnership, and that the foregoing instrument was executed on behalf of Babcock Crossing Limited Partnership by authority of its general partner Babcock Crossing 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

STANDARD OF MAINTENANCE



5-1/4" PACER OPERATION, INSPECTION, AND MAINTENANCE

Operation

AMERICAN Flow Control recommends you follow the general Inspection and Installation guidelines outlined in AWWA Manual M17 for Installation, Field testing, and Maintenance of Fire Hydrants and/or as recommended below. The thrust bearing hydrant requires a minimum of torque to operate. **WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH.** High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment. It is possible to damage the hydrant by forcing it beyond its limits of travel with excess torque; therefore:

1. Check direction of opening as marked on the nozzle section.
2. To open, turn the operating nut until the main valve is fully open and the travel stop nut limits further opening. **Do not force the hydrant in the opening direction beyond fully-open as indicated by sudden resistance to turning.** If water does not flow when the hydrant is open, it is probably due to a closed valve upstream from the hydrant. Always open the hydrant completely, never only partially. A hydrant that is partially open will allow pressurized flow through the drain valve, which may wash away the soil from the area surrounding the base, or the partially open main valve may trap small stones or other debris between the valve seal and seat.
3. To close, turn the operating nut until the valve stops the flow. **It is not necessary to close this style of hydrant with great force.** Once the flow has stopped, turn the operating nut in the opening direction about 1/4 turn to take the strain off the operating parts of the hydrant. If the hydrant does not shut off completely, do not attempt to force the hydrant to close. Debris and small stones may be trapped in the valve seat and may be preventing the hydrant from closing. Partially open and close the hydrant several times to help dislodge the debris. If this does not work, safely remove the hydrant operating rod assembly, remove the debris and repair as detailed in subsequent sections of this manual.
4. **WARNING: FAILURE TO RELIEVE PRESSURE CAN RESULT IN THE CAP BLOWING OFF, CAUSING INJURY OR DEATH.** Make sure the auxiliary gate valve in the lateral between the main and the hydrant is closed and that the hydrant is not charged with pressure when removing caps.



Inspection

1. It is recommended that hydrants be inspected twice per year to ensure their satisfactory operation. After each use (especially in cold weather) hydrants should be specifically inspected for drainage.
2. Routine inspection should cover the points outlined in AWWA Manual M17 and include (but not be limited to) the following points:
 - a. External inspection of paint, caps, chains, etc.
 - b. Checking traffic type hydrants for damage to the breakaway feature.
 - c. Using a listening device to check the main valve for leakage.
 - d. Statically testing the hydrant to look for leakage at gaskets, caps, O-rings and drains.
 - e. Verifying the hydrant drains properly.
 - f. Cycling the hydrant from full open to full close.
 - g. Check for routine lubrication needs which includes but may not be limited to loss of lubricant, nozzle caps and operating mechanism.
3. At time of inspection, flush the hydrant to remove any foreign material from the hydrant and the lateral. If necessary, flush the drains by filling the hydrant and then cycling open the main valve two times to force water out of the drains under pressure. If the hydrant is non-draining type, pump water out after flushing.

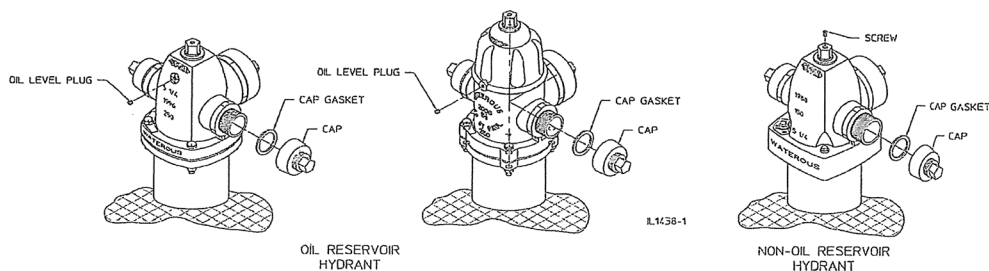
MAINTENANCE

AMERICAN Flow Control strongly recommends that you follow routine maintenance on fire hydrants as outlined in AWWA Manual M17 for *Installation, Field Testing, and Maintenance of Fire Hydrants*. The ease of operation and the frequency of repair depends on the condition of the water system and the maintenance given. Dirt, gravel and other foreign material in the hydrant may prevent it from closing or draining properly, which may result in damage to the hydrant main valve. Under most operating conditions, AMERICAN Flow Control recommends semi-annual lubrication and inspection of fire hydrants. Where grease is specified, use an AMERICAN Flow Control recommended food grade grease.

1. Twice per year, open the hydrant completely and flush for several minutes. Open and close valve to make sure it works properly, and check for leaks.
2. Remove a cap and verify that the hydrant is draining properly. After the main valve is closed, the water in the hydrant should drain rapidly. If it does not, the drain ports may be clogged. To clear drain ports, install nozzle cap, and tighten until water tight, then open hydrant two or three turns for several minutes. This will leave drain port partially open and permit water pressure to wash out the obstruction. If this method is unsuccessful, remove the operating rod assembly and clean the drain mechanism. If neither of above methods permits water to drain, it indicates that the drainage area around the hydrant base should be rebuilt.
3. **Oil Reservoir Hydrants:**

Remove oil level plug and check oil level. The oil level should be to the level of the plug. If it is necessary to add oil, remove the oil level plug on the back of the nozzle section and add oil.
4. **Non-Oil Reservoir Hydrants:**

Remove screw from operating nut, and add approximately one tablespoon of oil through opening. Replace screw.
5. Remove all nozzle caps, clean rust or corrosion from threads of nozzles and caps, and replace cap gaskets if necessary. Apply a light coat of grease to nozzle threads before replacing cap.



Note: Where oil or grease is specified, use an AMERICAN Flow Control recommended food grade lubricant.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

PACER - TROUBLESHOOTING GUIDE



WARNING: Special care should be taken in the installation, inspection and repair of pressure containing devices such as valves and hydrants. FAILURE TO FOLLOW PROPER PRACTICE AND GUIDELINES CAN RESULT IN SERIOUS INJURY OR DEATH. High pressure and water hammer, due to rapid opening or closing of a hydrant or valve, can also cause major damage to the hydrant, valve, water main, fire hose, or other attached equipment.

Problem

1. Operating nut turns freely but hydrant does not open.
2. Hydrant will not shut off or ground around hydrant is highly saturated.
3. External leakage is noticed around the operating nut.
4. Operating nut is extremely hard to turn.
5. Water is dripping around nozzles.
6. Hydrant will not drain properly.

Solution

1. Inspect rod coupling for breakage and ensure rod pin is properly installed.
2. Close hydrant and remove nozzle cap. Check with listening device to determine if water is passing by main valve. If it is determined that the main valve is leaking, try the following:
 - a. Flush hydrant in fully open position (watch to see if rocks or other foreign objects flush out of the barrel).
 - b. After flushing for several minutes, shut off the hydrant. Watch for several minutes to see if flow stops. Place hand over open hose nozzle; suction should be felt, indicating hydrant is no longer leaking and drains are working properly.
 - c. If flushing does not solve the problem, it would indicate that something is trapped or has cut the main valve rubber. Follow the seat removing instructions to replace the valve. Check threads on bronze seat to be sure that is not damaged. If threads appear worn or bent, replace the bronze seat.
 - d. If replacing the valve does not stop the leakage, bolting at the hydrant shoe may be loose or the base gasket is damaged. The hydrant must be excavated to make the repair.
3. This indicates that O-rings are cut or missing. Replace o-rings as referenced in the disassembly and repair instructions.
4. Try to turn the operating nut. If the nut turns, carefully turn the nut back from a tight closed position until it turns freely. If it is necessary to add lubricant, for hydrants with an oil reservoir, remove the oil level plug on the back of the nozzle section and add oil. Fill oil to the level of the plug, if necessary. For hydrants with no oil reservoir, remove the flat head screw on the operating nut and add mineral oil or similar lubricant. **ALWAYS FULLY OPEN AND CLOSE THE HYDRANT AFTER LUBRICATING.** Replace the oil level plug or the flat head screw taking care to replace the thread sealant. The hydrant should cycle freely. If this does not solve the problem, remove the operating nut. Inspect the threads of the operating nut and upper rod. Inspect the thrust washer to ensure it is lubricated and is undamaged. Replace and/or lubricate the thrust washer if necessary. If this does not solve the problem, remove the hydrant seat and flush thoroughly. **Note: Where grease is specified, use an AMERICAN Flow Control recommended food grade grease**
5. Close hydrant and remove nozzle cap. Replace cap gasket. Check the nozzle to be sure it is properly installed. Earlier model hydrants used caulked nozzles. Nozzle may require re-caulking or replacement of barrel. If nozzle has an O-ring behind the nozzle, it may need replacing.
6. Check to be sure the water table has not risen too high to allow for drainage. Flush hydrant to be sure drains are clear. Open hydrant slowly several turns while leaving caps firmly in place to ensure hydrant drains are clear. Close hydrant and repeat this procedure. Do this slowly several times. If this does not solve the problem, remove the hydrant seat assembly and check the rubber drain facings. If no problems are found, excavate the hydrant to see if concrete or other materials have blocked the drain outlets.

AMERICAN Flow Control

Waterous 5-1/4" Pacer Fire Hydrant

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Babcock Crossing, Dakota County, Minnesota.

DECLARATION OF PONDING AND DRAINAGE AND UTILITY EASEMENT

THIS DECLARATION OF PONDING AND DRAINAGE AND UTILITY EASEMENT (“Declaration”) is made as of September 13, 2021, by the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “**Declarant**”).

RECITALS:

WHEREAS, Declarant is the fee owner of real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota (hereinafter referred to as the “**Declarant’s Property**”) and legally described on **EXHIBIT A**, which is attached hereto and made a part hereof;

WHEREAS, Declarant desires to grant, declare, dedicate, convey and create a perpetual easement (hereinafter “**Easement**”) to the public for stormwater collection and control improvements, ponding, drainage and utility purposes and the appurtenances ancillary, incident or related thereto, on, over, through, upon and under that real property legally described on the attached **EXHIBIT B** (hereinafter the “**Easement Area**”), attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant, as fee owner of the **Declarant’s Property**, does hereby declare as follows:

1. **Grant of Easement in Easement Area.** **Declarant** hereby grants, declares, dedicates, conveys, and creates for the benefit of the **Declarant** and the public, a perpetual easement, on, over, under, through, upon and across the **Easement Area** described on **EXHIBIT B** for stormwater collection and control improvements, ponding, drainage, and utility purposes.

2. **Benefited Parties.** The **Easement** created herein shall be for the benefit of the **Declarant** and the public.

3. **Additional Rights Reserved.** In addition to the rights created herein, the **Declarant** reserves the right on behalf of the public and itself, its contractors, agents and servants to enter upon the real property legally described in **EXHIBIT B** at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping and

restoration purposes and all such purposes ancillary thereto and to maintain any improvements, any ponds, any utilities and any underground pipes, conduit, and/or mains, together with the right to excavate any earth or aggregate and refill ditches and/or trenches for the location of said utilities, ponds, pipes, conduits, and/or mains, and the further right to remove from the **Easement Area**, any trees, brush, undergrowth, herbage and any other obstructions interfering with the location, construction, operation or maintenance of said utilities, ponds, pipes, conduits and/or mains.

4. **Miscellaneous.**

(a) **Incorporation of Recitals.** All of the Recitals set forth at the beginning of this **Declaration of Easement** are hereby incorporated into and made a part of this **Declaration of Easement**.

(b) **Easement Running with the Easement Area.** The **Easement** created herein shall be an easement running with that part of the **Declarant's Property** legally described in **EXHIBIT B** and shall inure to the benefit of and be binding upon the **Declarant**, its representatives, successors and assigns and all subsequent owners and encumbrancers of that part of the **Declarant's Property** legally described in **EXHIBIT B** and all persons claiming under them.

(c) **Amendment and Vacation of Easement.** This **Declaration of Easement** may be amended or modified only by a written amended declaration executed by the City of Inver Grove Heights or its respective successors (including, without limitation, its grantees) and assigns. This **Easement** may be terminated and vacated by vacation proceedings pursuant to Minnesota Statutes, Section 412.851, as the same may be amended from time to time. Therefore, the **Easement** created herein shall inure to the **Declarant** for the benefit of the public in perpetuity or until said **Easement** is vacated pursuant to the procedures set forth in Minnesota Statute §412.851.

(d) **Governing Law.** This **Declaration of Easement** shall be governed by the laws of the State of Minnesota.

(e) **Validity and Severability.** If any provision of this **Declaration of Easement** shall be held invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provisions hereof, all of which other provisions shall remain in full force and effect.

(f) **Recording and Notice.** This **Declaration of Easement** shall be recorded with the Dakota County Recorder.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Easement as of the first day above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A
LEGAL DESCRIPTION OF DECLARANT'S PROPERTY

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

LOT 2, BLOCK 3, CENEX ADDITION, DAKOTA COUNTY, MINNESOTA.

EXCLUDING THAT PART THEREOF WHICH LIES WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF LOT 2, BLOCK 3, CENEX ADDITION; THENCE NORTH 00 DEGREES 44 MINUTES 22 SECONDS WEST, ASSUMED BEARING, ALONG THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 9.53 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 63.47 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 04 DEGREES 55 MINUTES 16 SECONDS AND A RADIUS OF 738.94 FEET, THE LONG CHORD OF WHICH BEARS NORTH 79 DEGREES 00 MINUTES 30 SECONDS WEST, 63.45 FEET; THENCE NORTH 12 DEGREES 40 MINUTES 39 SECONDS EAST, NOT TANGENT TO THE LAST DESCRIBED CURVE, 21.66 FEET; THENCE NORTHEASTERLY 80.38 FEET ALONG THE ARC OF A TANGENTIAL CURVE CONCAVE TO THE SOUTHEAST HAVING A CENTRAL ANGLE OF 71 DEGREES 57 MINUTES 39 SECONDS AND A RADIUS OF 64.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 48 DEGREES 39 MINUTES 28 SECONDS EAST, 75.20 FEET, TO THE EASTERLY LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 44 MINUTES 22 SECONDS EAST, ALONG SAID EASTERLY LINE OF LOT 2, 82.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 3720 SQUARE FEET (0.085 ACRES) MORE OR LESS.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT EASEMENT AREA

An easement for drainage and utility purposes, over, under and across that part of Lot 2, Block 3, CENEX ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows, which lies northerly and northwesterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of 00 degrees 15 minutes 38 seconds East along the east line of said Lot 1 for 96.00 feet to the point of beginning of the line to be described; thence South 49 degrees 28 minutes 07 seconds West for 74.35 feet; thence South 82 degrees 50 minutes 24 seconds West for 125.7 feet, to a west line of said Lot 1 and said line there terminating.

DRAINAGE AND UTILITY EASEMENT EXHIBIT

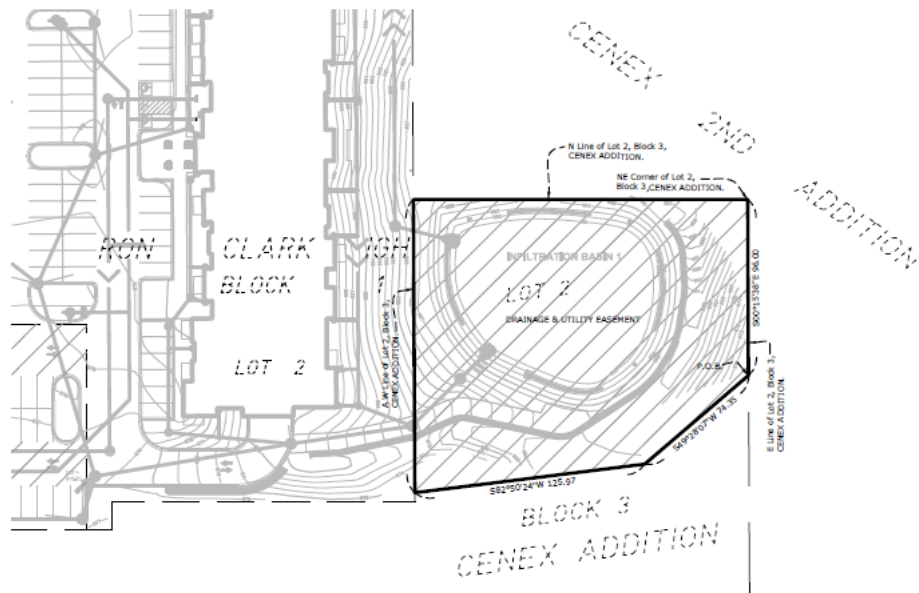
Lot 2, Block 3, CENEX ADDITION

Inver Grove Heights, Dakota County, Minnesota

DESCRIPTION

An easement for drainage and utility purposes, over, under and across that part of Lot 2, Block 3, CENEX ADDITION, according to the recorded plat thereof, Dakota County, Minnesota described as follows, which lies northerly and northwesterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence on an assumed bearing of 00 degrees 15 minutes 38 seconds East along the east line of said Lot 1 for 96.00 feet to the point of beginning of the line to be described; thence South 49 degrees 28 minutes 07 seconds West for 74.35 feet; thence South 82 degrees 50 minutes 24 seconds West for 125.7 feet, to a west line of said Lot 1 and said line there terminating.

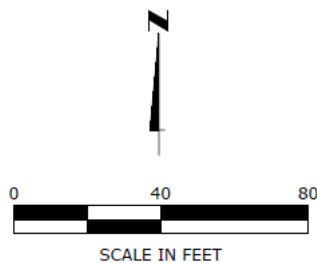


MINNESOTA CERTIFICATION

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 26th day of October, 2020

Rory L. Synstelen Minnesota License No. 44565



CivilSite
GROUP

4931 W. 35TH ST. SUITE 200
ST. LOUIS PARK, MN 55416
CivilSiteGroup.com

Drawn By: CJ
Project No. 20109 SHEET 1 OF 1



Request for Council Action

TITLE: Approve a resolution and agreement for the DWI Officer grant for October 1, 2021, through September 30, 2022.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Joshua Otis: 651-450-2528	Budget amendment requested	
Prepared by:	Joshua Otis Police Commander	FTE included in current complement	
Reviewed by:	Melissa Chiodo Chief of Police	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a resolution and agreement for the DWI Officer grant agreement with the Minnesota Department of Public Safety of October 1, 2021, through September 30, 2022.

SUMMARY:

The Minnesota Department of Public Safety is committed to funding programs that reduce the incidents of impaired driving with proposed enforcement strategies. All enforcement grants support the statewide Toward Zero Deaths (TZD) safety program, which works to create a safe driving culture in Minnesota by supporting a goal of zero road fatalities.

Therefore, the City of Inver Grove Heights and the Minnesota Department of Public Safety agree to have a grant funded DWI officer position for the period of October 1, 2021, through September 30, 2022.

This will be the City's second year with a grant funded DWI officer, the current 9-months period is sent to expire on September 30, 2021.

RECOMMENDATION:

Staff recommends once again that the City of Inver Grove Heights partner with the Minnesota Department of Public Safety through an agreement and a resolution for the DWI Officer grant for the period of October 1, 2021, through September 30, 2022.

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

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE CITY OF INVER GROVE HEIGHTS AND MINNESOTA DEPARTMENT OF
PUBLIC SAFETY FOR THE DWI OFFICER GRANT FOR OCTOBER 1, 2021,
THROUGH SEPTEMBER 30, 2022**

RESOLUTION NO. 2021-245

WHEREAS, The City of Inver Grove Heights and the Minnesota Department of Public Safety agree to have a grant funded DWI officer position for October 1, 2021, through September 30, 2022.

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

1. The City Council hereby approves entering into a grant agreement with the Minnesota Department of Public Safety for the DWI Officer grant for the period of October 1, 2021, through September 30, 2022.
2. The City Council hereby authorizes Police Chief Chiodo to execute such the DWI Officer grant agreements and amendments as are necessary to implement the project on behalf of the Inver Grove Heights Police Department and to be the fiscal agent and administer the grant.

Adopted by the City Council of Inver Grove Heights this 13th day of September 2021.

Ayes:

Nays:

Tom Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Consider Resolutions Adopting the Preliminary Tax Levy for Payable 2022, Adopting the Preliminary 2022 General Fund Budget, Adopting the Preliminary Watershed Management Taxing District Tax Levy for Payable 2022, and Set the Date and Time for the Regularly Scheduled Meeting where the Budget will be Discussed

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Amy Hove, 651-450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other-2022 Budget	X

PURPOSE/ACTION REQUESTED:

To approve resolutions adopting the preliminary 2022 General Fund budget and preliminary tax levies and set the date and time for the regularly scheduled meeting where the preliminary budget will be discussed.

SUMMARY:

The city must adopt the preliminary 2022 tax levies and preliminary budgets on or before September 30, 2021. The tax levies and the date for the regularly scheduled public meeting where the budget will be discussed must be certified to Dakota County by the same date.

Council met on August 2 and September 7, 2021, to review the 2022 budget and levy. Currently, the preliminary levy is proposed at \$28,667,876, an increase of \$2,544,518 (or 9.7%) over 2021 and covers changes in the General Fund, Pavement Management Fund and Debt Service Funds.

Looking back over the past few years, the increase to the city's levy has been trending downward. The annual levy increase between 2018 and 2020 averaged \$1,848,500 while that same average between 2019 and 2021 fell to \$1,720,300. This has presented the city with some operational challenges.

2022 Increase over 2021:

\$ 744,200	Personnel – Wages & Benefits
300,000	Increase to Pavement Management Program
1,390,400	2022 Staffing Requests
<u>109,918</u>	Other Changes (net) over 2021
<u>\$ 2,544,518</u>	

Based on Dakota County's latest estimates on tax capacities and fiscal disparities, the current levy proposed results in an increase of 3.98% to the city's tax rate. This represents an estimated change to city property taxes on a median property of \$141 annually (\$11.70/month).

Supporting budget documents are attached:

- Preliminary Tax Levy Comparison
- Preliminary Tax Capacity Rate Estimates
- General Fund – Budget Summary

Budgets at this time are preliminary and may change during the forthcoming budget meetings and prior to final adoption in December. The tax levy can be reduced but not increased after the preliminary levy has been certified.

In addition to approving the resolutions for the 2022 preliminary budgets and preliminary tax levies, Council also needs to determine the time and place of the regularly scheduled meeting at which the preliminary budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 28. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 13, 2021.

We will continue budget discussions at work sessions between now and the regularly scheduled public meeting where the budget will be discussed.

Staff recommends setting the regularly scheduled meeting where the budget will be discussed as Monday, December 13, 2021, at 6:00 p.m. and approval of the following resolutions:

- Resolution adopting preliminary 2022 General Fund budget and setting the date, time, and location for the public budget discussion
- Resolution adopting the preliminary property tax levy for payable 2022
- Resolution adopting the preliminary watershed management taxing district tax levy for payable 2022

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

RESOLUTION NO. 2021-246

**RESOLUTION ADOPTING THE PRELIMINARY 2022 GENERAL FUND BUDGET AND
SETTING THE DATE, TIME, AND LOCATION FOR THE PUBLIC BUDGET DISCUSSION**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS
AS FOLLOWS:**

The following preliminary funds' expense/expenditure budgets for the City of Inver Grove Heights for fiscal year 2022 are hereby approved:

General Fund	\$27,915,100
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**BE IT FURTHER RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS
AS FOLLOWS:**

That the City will host a public budget discussion on the 2022 preliminary budget and levy on December 13, 2021, at 6pm in Council Chambers in conjunction with their regularly scheduled meeting.

Adopted this 13th day of September 2021, by the City Council of Inver Grove Heights.

Ayes:

Nays:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-247

RESOLUTION ADOPTING THE PRELIMINARY TAX LEVY FOR PAYABLE 2022

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS
AS FOLLOWS:**

There is a preliminary tax levied upon taxable property in the City of Inver Grove Heights payable in 2022 for the following purposes in the following amounts:

General Operating Fund	\$23,421,310
Pavement Management Fund	2,550,000
Bond Retirement:	
G.O. Improvement Bonds, 2015A	635,669
G.O. Capital Improvement Bonds, 2016A	695,874
G.O. Improvement Bonds, 2017B	263,211
G.O. Capital Improvement Bonds, 2018A	737,977
G.O. Capital Improvement Bonds, 2019A	186,585
G.O. G.O. Refunding Bonds, 2020A	177,250
(Levy of \$267,939 less \$90,689 of funds available)	
Total Bond Retirement	<u>2,696,566</u>
 Total Levy	 <u>\$28,667,876</u>

Adopted this 13th day of September 2021, by the City Council of Inver Grove Heights.

Ayes:

Nays:

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 2021-248

**RESOLUTION ADOPTING THE PRELIMINARY STORM WATER SPECIAL
TAXING DISTRICT TAX LEVIES FOR PAYABLE 2022**

**BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS
AS FOLLOWS:**

There is a preliminary special property tax levied upon the taxable property within the Storm Water Special Taxing Districts (S.W.S.T.D.) in the City of Inver Grove Heights payable in 2022 for the following purposes in the following amounts:

70th Street Recon Cahill Ave to Concord Blvd (Project 2001-02):

Babcock Trail	\$ 22,230
South Grove	41,285
70 th Street	<u>15,879</u>
	\$ 79,394

Adopted this 13th day of September 2021, by the City Council of Inver Grove Heights.

Ayes:

Nays:

Tom Bartholomew, Mayor

ATTEST:

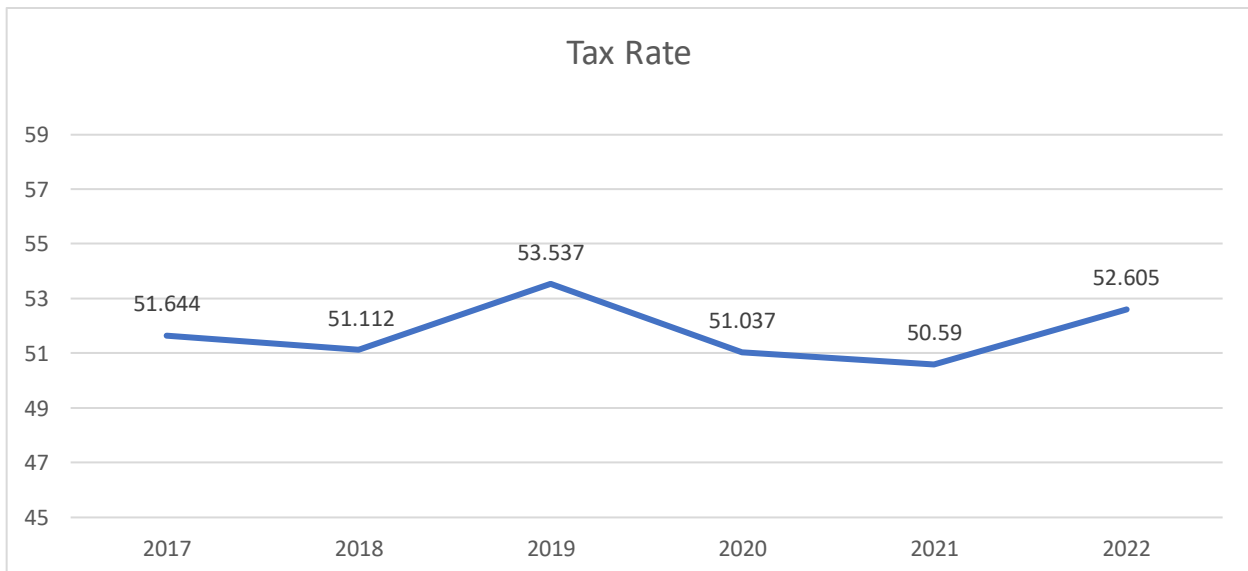
Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
2022 BUDGET
PRELIMINARY TAX LEVIES**

		2019 Adopted	2020 Adopted	2021 Adopted	2022 Preliminary	2021 Adopted Levy vs. 2022 Preliminary	
						\$ Change	% Change
<u>Operating Levies</u>							
Fund 101	General Fund	\$ 20,687,200	\$ 21,878,800	\$ 21,006,200	\$ 23,421,310	\$ 2,415,110	11.5%
Fund 440	Pavement Management Fund *	-	-	2,250,000	2,550,000	300,000	13.3%
	Total Operating Levies	<u>\$ 20,687,200</u>	<u>\$ 21,878,800</u>	<u>\$ 23,256,200</u>	<u>\$ 25,971,310</u>	<u>\$ 2,715,110</u>	<u>11.7%</u>
<i>* Prior to 2021 Pavement Management was included in the General Fund</i>							
<u>Debt Levies</u>							
Various	City Share of Special Assessments	\$ 213,693	\$ 205,703	\$ 205,108	\$ -	\$ (205,108)	-100.0%
Fund 355	2010B G.O. Improvement Bonds	177,250	177,250	177,250	-	(177,250)	n/a
Fund 394	2020A G.O. Refunding Bonds				177,250	177,250	n/a
<i>Replaces 2010B G.O. Improvement Bonds</i>							
Fund 365	2015A G.O. Improvement Bonds	634,343	636,762	638,972	635,669	(3,303)	-0.5%
Fund 367	2016A G.O. Improvement Bonds	616,284	636,759	656,289	695,874	39,585	6.0%
Fund 369	2017B G.O. Improvement Bonds	262,524	262,910	263,140	263,211	71	0.0%
Fund 392	2018A G.O. Improvement Bonds	640,000	737,714	735,614	737,977	2,363	0.3%
Fund 393	2019A G.O. Improvement Bonds	-	194,985	190,785	186,585	(4,200)	-2.2%
	Total Debt Levies	<u>\$ 2,544,094</u>	<u>\$ 2,852,083</u>	<u>\$ 2,867,158</u>	<u>\$ 2,696,566</u>	<u>\$ (170,592)</u>	<u>-5.9%</u>
	% of Citywide Levy	11%	12%	11%	9%		
	Total Citywide Levies	<u><u>\$ 23,231,294</u></u>	<u><u>\$ 24,730,883</u></u>	<u><u>\$ 26,123,358</u></u>	<u><u>\$ 28,667,876</u></u>	<u><u>\$ 2,544,518</u></u>	<u><u>9.7%</u></u>
<u>Watershed Mgmt Tax District Levies</u>							
Fund 421	70th Street Reconstruction from Cahill Avenue to Concord Blvd (10 Year Term, 2018-2027)						
	Babcock Trail	\$ 22,230	\$ 22,230	\$ 22,230	\$ 22,230	\$ -	0.0%
	South Grove	41,285	41,285	41,285	41,285	-	0.0%
	70th Street	15,879	15,879	15,879	15,879	-	0.0%
	Total Tax District Levies	<u>\$ 79,394</u>	<u>\$ 79,394</u>	<u>\$ 79,394</u>	<u>\$ 79,394</u>	<u>\$ -</u>	<u>0.0%</u>
	Total - All Levies	<u><u>\$ 23,310,688</u></u>	<u><u>\$ 24,810,277</u></u>	<u><u>\$ 26,202,752</u></u>	<u><u>\$ 28,747,270</u></u>	<u><u>\$ 2,544,518</u></u>	<u><u>9.7%</u></u>

**CITY OF INVER GROVE HEIGHTS
2022 BUDGET
COMPARISON OF 2019, 2020, 2021 ACTUALS AND 2022 ESTIMATED
CITY TAX CAPACITY RATES**

	Final Pay 2019	Final Pay 2020	Final Pay 2021	Preliminary Pay 2022
Total Tax Capacity	\$ 44,387,373	\$ 46,944,634	\$ 50,298,038	\$ 53,392,489
Less: Tax Increment	(1,671,036)	-	(23,706)	(24,697)
Less: Fiscal Disparities				
Contribution Value	(4,081,226)	(4,100,862)	(4,241,579)	(4,599,982)
Net City Tax Capacity	<u>\$ 38,635,111</u>	<u>\$ 42,843,772</u>	<u>\$ 46,032,753</u>	<u>\$ 48,767,810</u>
Gross City-Wide Tax Levy	23,231,294	24,730,883	26,123,358	28,667,876
Less: City-wide Fiscal				
Disparities Distribution	(2,556,180)	(2,873,974)	(2,835,204)	(3,013,715)
City-Wide Tax Levy	<u>\$ 20,675,114</u>	<u>\$ 21,856,909</u>	<u>\$ 23,288,154</u>	<u>\$ 25,654,161</u>
City Tax Capacity Rate	0.53537	0.51037	0.50590	0.52605
Rate Increase (Decrease)	0.02425	-0.025	-0.0045	0.02014
% Increase (Decrease) in Rate	4.74%	-4.67%	-0.88%	3.98%



**CITY OF INVER GROVE HEIGHTS
2022 BUDGET
GENERAL FUND - BUDGET SUMMARY**

	2019 Total Budget	2019 Total Activity	2020 Total Budget	2020 Total Activity	2021 Total Budget	2021 YTD Activity thru 6/30/2021	2022 Proposed Budget
Revenues							
Tax/Tax-Related Revenue	\$ 20,702,200	\$ 20,701,144	\$ 21,893,800	\$ 21,925,101	\$ 21,074,700	\$ -	\$ 23,498,810
Licenses & Permits	1,379,100	1,884,911	1,662,400	1,232,337	1,682,100	864,300	1,677,440
Intergovernmental	761,500	811,334	696,100	832,889	791,000	93,999	920,250
Charges for Services	1,087,200	1,049,063	1,147,700	1,265,722	1,157,800	580,891	1,190,400
Fines & Penalties	170,000	187,738	180,000	145,283	180,000	61,772	180,000
Miscellaneous Revenues	356,500	427,054	361,400	659,240	349,700	(43,760)	386,700
Other Sources	-	41,861	-	2,059,385	111,500	367,588	61,500
Total Revenues	<u>\$ 24,456,500</u>	<u>\$ 25,103,105</u>	<u>\$ 25,941,400</u>	<u>\$ 28,119,957</u>	<u>\$ 25,346,800</u>	<u>\$ 1,924,790</u>	<u>\$ 27,915,100</u>
Expenditures							
Mayor/Council	\$ 177,300	\$ 220,506	\$ 160,100	\$ 187,771	\$ 170,900	\$ 157,280	\$ 177,800
Administration	828,200	869,230	788,300	861,755	802,200	473,889	910,950
Elections	69,500	10,941	188,700	180,552	64,900	853	125,110
Communications	169,600	145,540	319,380	338,461	318,700	154,752	427,100
Technology	-	-	1,270,700	1,134,889	1,248,000	633,567	1,263,350
Finance	989,800	894,096	984,800	996,583	1,081,300	519,434	1,174,500
Community Development	311,500	306,349	401,700	433,831	440,900	221,641	452,150
Planning	513,600	459,014	441,400	468,905	382,700	213,574	391,500
Inspections	893,900	835,847	887,200	860,354	989,200	388,436	1,065,920
Police	8,659,900	8,614,943	8,703,450	9,051,823	9,258,675	4,391,938	10,100,465
Fire	3,322,400	3,213,033	3,451,700	3,534,639	3,639,600	1,565,834	4,178,600
Public Works	261,200	271,421	259,800	252,951	263,000	119,964	272,700
Engineering	1,215,800	1,189,636	1,081,700	1,110,084	1,121,100	463,295	1,216,155
Streets	2,798,500	2,895,933	2,775,400	2,697,551	2,779,500	1,292,712	3,128,900
Street Lighting	197,200	148,296	193,200	157,956	183,000	75,093	183,000
Parks	2,152,700	2,078,036	2,141,500	2,033,281	2,182,500	915,343	2,206,800
Transfers Out *	1,983,700	1,992,557	2,392,800	2,394,796	630,100	331,660	640,100
Total Expenditures	<u>\$ 24,544,800</u>	<u>\$ 24,145,375</u>	<u>\$ 26,441,830</u>	<u>\$ 26,696,180</u>	<u>\$ 25,556,275</u>	<u>\$ 11,919,266</u>	<u>\$ 27,915,100</u>
Revenues Over Expenditures	<u>\$ (88,300)</u>	<u>\$ 957,730</u>	<u>\$ (500,430)</u>	<u>\$ 1,423,777</u>	<u>\$ (209,475)</u>	<u>\$ (9,994,475)</u>	<u>\$ -</u>

* Beginning in 2021, General Fund Transfers Out will no longer reflect a transfer to the Pavement Management Fund. The Pavement Management Fund will show its own operating levy within the budget documents.



Request for Council Action

TITLE: US HOME CORPORATION

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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 west of Hwy 3 between 72nd Circle and Auburn Lane:

1. An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Residential Planned Unit Development.
 - Requires a 3/5th's vote.
2. A Resolution relating to a Preliminary Plat and Preliminary Planned Unit Development for the plat of Highlands at Settlers Ridge consisting of 51 lots and two outlots.
 - Requires a 3/5th's vote.
 - 60-day deadline: November 4, 2021 (second 60 days)

SUMMARY:

Applicant is proposing to develop an approximate 30.8 acre site with 51 lots and two outlots for a single family subdivision. The lot sizes and homes would be similar to the Argent Hills neighborhood to the south.

ANALYSIS:

- Density of project is 2 units/acre.
- Rezoning to R-1C consistent with comp plan designation of LDR, 1-4 units per acre.
- Meets all open space requirements.
- Project proposed with 25 foot front yard, 15 foot side yard and 35 foot rear yard setbacks.
- Preliminary plat consists of 50 new home sites and one lot for the existing Jacoby house. The two outlots would be for storm water ponding.
- A park is planned within one of the two outlots. Existing trail in Argenta Hills would be connected through the southwest corner and link to trails in the Peltier Reserve development.

- Streets consist of an extension of Auburn Lane to 72nd Street and a cul-de-sac to the west boundary of the plat.
- Tree preservation plan is short of the required number of plantings. Final details will be worked out with the final plan application.

RECOMMENDATION:

Planning Staff: Recommends approval of the rezoning and preliminary plat with the conditions listed in the Engineering memo dated 8/16/21.

Planning Commission: Recommended approval of the plat as presented (8-0).

Attachments: Ordinance Amendment
Preliminary Plat Resolution
Planning Report

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

ORDINANCE NO. 1418

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE**

CASE NO. 21-48PUD
(US Homes)

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 District to R-1C/PUD, Single Family Planned Unit Development District 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. 1418
Page 2

Enacted and ordained into an Ordinance this 13th day of September, 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

Parcel 1: Outlot A, Fleming Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Parcel 2: That part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 ,Range 22, Dakota county, Minnesota, lying south of the North 30 acres of said Southeast Quarter, said line also being the south line of FLEMING ADDITION, according to the recorded plat thereof, and lying north of the north line of the South Half of the South Half of the Southeast quarter of the Northeast Quarter of said Section 7, said line also being the north line of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, and its easterly extension.

Parcel 3: The North 494 feet of the East 445 feet of the Southwest Quarter of the Northeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota.

Parcel 4: Lot 4, Block 1, SACH'S OAK HILL ESTATE, Dakota County, Minnesota.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 2021-249**

RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT FOR A 51 LOT AND TWO OUTLOT PLAT TO BE KNOWN AS HIGHLANDS AT SETTLERS RIDGE

CASE NO. 21-48PUD
(US Homes)

WHEREAS, an application for Preliminary Plat and Preliminary Planned Unit Development has been submitted for property legally described as the following;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the Preliminary Plat and Preliminary Planned Unit Development was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on August 4, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Preliminary Plat and Preliminary Planned Unit Development of Highlands at Settlers Ridge 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 6/23/21
Site Plan	dated 7/16/21
Development Capacity Plan	dated 7/16/21
Open Space Plan	dated 7/16/21
Grading Plan (3 sheets)	dated 6/28/21
Landscape Plan (3 sheets)	dated 6/28/21
Tree Preservation Plans (3 sheets)	dated 6/28/21

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, street plans and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants in their review memos.
3. 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 boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Plan approval shall be subject to the recommendations of the Park and Recreation Commission. Park dedication shall include area for park land as approved by the City Council. Any additional dedication shall be made in the form of a cash contribution.
6. The final plan set shall be subject to the review of the city Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT including any intersection design improvements and right-of-way needs.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
9. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department

Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
12. The Developer and Owner shall enter into a Development Contract with the City.
13. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
15. The final PUD plan shall include a table providing for the maximum impervious surface allowed be lot.
16. The final PUD plans shall contain the required setback of 50 feet from the right-of-way for Hwy 3 for lots 1-5.
17. The southerly approximately 10 feet of the Preliminary Plat includes dedications to the public for right of way, stormwater ponding, trail, sidewalk, access, drainage and utility uses ("Public Use Corridor"). The Developer has not demonstrated that it currently has clear title to the Public Use Corridor. Developer's final plat shall exclude the Public Use Corridor unless the Public Use Corridor is owned by Developer. The final plat shall not be approved unless or until the Developer has fee title to the Public Use Corridor or the City Council has authorized an action in eminent domain for the City to obtain title to the Public Use Corridor and the Developer has agreed, in writing in a form acceptable to the City, to reimburse the City for the costs, expenses, fees, and condemnation award(s) thereof.
18. If the Developer does not acquire fee title to the Public Use Corridor and the City does not acquire fee title to the Public Use Corridor by eminent domain, then, notwithstanding any previously-granted final plat approval, the final plat shall be revised and re-recorded to reconfigure the same to address utilities, stormwater facilities, and roads consistent with City Standards for the same.

19. Developer shall not be authorized to commence work of any type within the Public Use Corridor, including grading or installation of roads or utilities, until such time as the City or Developer have fee title to the Public Use Corridor.

Adopted by the City Council of Inver Grove Heights this 13th day of September, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 21-48PUD

APPLICANT: US Home Corporation dba Lennar

PROPERTY OWNER: Jill Fleming, Endres Custom Homes, Joel Jacoby

REQUEST: Rezoning, Preliminary Plat and Preliminary PUD Development Plan

HEARING DATE: August 4, 2021

LOCATION: West of Hwy 3 between 72nd Circle and Auburn Lane

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing a 51 lot, two outlot single family development on approximate 30.8 acres to be known as Highlands at Settlers Ridge. Access to the site would be via an extension of Auburn Path and connection to 72nd circle.

REQUESTS

The specific requests for the development project include the following:

1. Rezoning of the property to R-1C/PUD Single Family Residential District.
2. Preliminary Plat and Preliminary PUD Development Plan approval of Highlands at Settlers Ridge, consisting of 51 lots and two outlots.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North: Large lot residential; zoned A; guided LDR

East: Hwy 3, golf course, senior apartment; zoned Public, PUD; guided Public, HDR

West: Peltier Reserve; zoned PUD; guided MDR, LDR, Mixed Use.

South: Argenta Hills; zoned R-1C/PUD; guided LDR.

COMPREHENSIVE PLAN

The subject property is guided LDR, Low Density Residential with an allowed density range of 1-4 units per net acre. The net area for the site is 24.52 acres and with 50 new buildable lots, the project density is 2 units per acre.

REZONING

The proposed zoning for the site would be R-1C/PUD, Single Family Residential. The project meets the zoning standard and is consistent with the comprehensive plan.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterials roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the proposed project area contains approximately 24.52 net developable acres. The request has been sent to Dakota County for their review on right-of-way needs. There will be some additional dedication along 70th Street (Co Rd 26).

General Project Data	Acres
Gross Project Area	31.79
Delineated Wetlands	0.46
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00
Planned "Arterial" Road Right of Way	0.00
Public Parkland Dedication	4.20 (est)
Less Jacoby homestead	2.61
Total Net Developable Area	24.52

NATURAL AREA/OPEN SPACE

Section 10-13J-5. D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Required Acres	Proposed Acres

<i>Total Net Developable Area</i>	<i>24.52</i>	<i>NA</i>
Minimum Open Space Required = 20% of net area	4.99	6.27 (26%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	3.74	11.54
Area to be undisturbed = 50% of required open space	2.49	5.27

The site design has prioritized the open space areas along the southwest and southeast corners of the site where there is a regional basin in the southeast corner and natural low area to the west. .

The open space proposed exceeds all the minimum requirements.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. The final PUD plans must show the location of the marker posts.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for the proposed project utilizing the base zoning district of R-1C. When applying the base district and factoring in the open space as part of the R-1C district, the development capacity plan yields a range of 70 to 105 possible units. This equates to a density range of 8.0 to 12.0 units per net acre. When applying the base district and factoring in the open space as part of the R-3C district, the development capacity plan yields a range of 380 to 691 possible units. This equates to a density range of 12.0 to 21.8 units per net acre.

Base Zoning District	Net Acres*	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-1C	24.52	2	12000	25	98

The proposed net density for the for the R-1C district would be 2.04 units/acre which is consistent with the comp plan and development capacity plan.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.

The proposed setbacks for the project are listed on the Preliminary Site Plan. The project provides for 25 foot front yard setbacks, 15 foot side yard separation between buildings, side yard corner lot of 20 feet and rear yards at 35 feet. Rear yard setback for the lots abutting Hwy 3 (Lots 1-6) will require a 50 foot setback. This setback should be shown on the final PUD site plan.

Impervious surface coverage.

Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Maximum impervious surface for the R-1C district is 25%. The applicant has provided impervious surface coverage for all lot areas to be 23.1%. The final plan set must include an impervious surface allotment for each lot. This allows tracking of impervious surface by lot when building permits are issued.

PRELIMINARY PLAT

The preliminary plat contains 51 lots. One of the lots contains the Jacoby homesite which will remain on its own lot, so there are 50 new buildable lots. Outlot A would contain the storm water pond and be dedicated to the city. Outlot B would contain the proposed park area and storm water ponding area. Outlot B would also be dedicated to the city.

Lot sizes in the plat are similar to those in Argenta Hills. Lot sizes range from 8,719 to 34,000 square feet with the majority in the 8-11,000 square foot range. Lot widths range from 65 to 100 feet wide with the majority at 66-70 feet wide.

The plat abuts Hwy 3. MnDOT will review the plat and provide comment on right-of-way needs and access. Approval of the final plat will be subject to the review and comment by MnDOT.

There is a gap between the subject parcel on the south line and the Argenta Hills development. The applicant is working on resolving this issue and will have worked out for the final plat application.

PARKS/TRAILS

The city has been in discussion with the developer about requiring park land dedication in the southwest corner of the site. There is a small area that could be used for small scale improvements. This location will also help provide the trail extension from Argenta Hills heading northwesterly to the new Peltier Reserve plat which has a trail design that will continue this trail segment. The plans also identify a trail connection from Auburn Lane to the new trail and park.

The Park and Recreation Commission will have to make a recommendation on the amount of park land proposed to see if there is a need for all the land where only a small area is buildable. A determination on park land dedication and cash contribution would occur once the Park Commission makes a recommendation. These details would be worked out for the final plan set submittal.

STREETS & CONNECTIVITY

The project is designed with an extension of Auburn Lane from its current end point in Argenta Hills through the project and up to 72nd Circle. There will be a public street with a cul-de-sac that will extend westward from Auburn.

The original plan for Auburn Path was to extend northwest through this property, through the Peltier property and connect to Argenta Trail as a collector road. Modified street designs in Peltier Reserve have change this thru street design and so the remanent stub in this subdivision would be longer than the allowed 500 foot maximum. The applicant is requesting flexibility from this standard to allow the street to be about 630 feet. Based on topography of the area, there is no plan for this road to extend westward.

Both streets provide for a sidewalk on one side of the street as required by the ordinance.

FLEXIBILITY REQUESTS

Previous sections of the report have covered some of the flexibility requests. This section provides a summary of all flexibility requested:

1. SETBACKS

1. Building setbacks within the development are proposed with a separation of 15 feet.
2. Cul-de-sac length proposed at 630 feet where 500 feet is code maximum.

The code requires a minimum 20 foot separation. The intent of the code requirement was to provide space between houses for infiltration basins or rain gardens. In order for this to work, houses would have to be built at the same time so an infiltration system could be installed between the houses on both lots. This typically will not occur because houses are not always built at the same time and the infiltration feature must be constructed all at the same time in order for it to function correctly. The applicant is not proposing any storm water features between houses, but in larger basin areas. The setback separation proposed is typical of the standard required in all other parts of the city. Other residential developments approved so either a 10 foot or 15 foot separation. Staff supports this separation and flexibility request.

Staff supports the cul-de-sac length request as street designs were changed during the Peltier Reserve plat approvals which impacted the street design of this development.

LANDSCAPING/TREE PRESERVATION

Tree Preservation/Landscape Plan:

The developer has provided a tree inventory of the site. The code allows tree removal of 30% for single family. The code allows removal beyond the threshold but requires replacement for those trees over the limit. The proposed removal is about 68% of the existing trees. There are 13,961 caliper inches of trees on site. Proposed removal would be 9,550 caliper inches. A total of 5,362 caliper inches would be required to be replaced. The applicant is proposing to replace 1,500 caliper inches which is short 4,085 caliper inches or 1634 trees. If all required

tree replacement does not fit on site, the code allows for the trees to be planted on park property, or a cash in lieu be paid.

The landscape plan provides for street trees spaced generally as required which provides at least one street tree per lot. These trees must be planted at least five feet back from the right-of-way line.

WETLANDS

The preliminary plans identify one wetland on the site. The wetland is part of the regional basin and would not be impacted by this development.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

Engineering has reviewed the plans and has also sent to other city consultants for review. Engineering review is ongoing at this point and any needed conditions should be part of the approval.

FIRE MARSHAL REVIEW

The Fire Marshal has reviewed the plans and makes notes on width of streets and parking/no parking. Streets less than 28 feet must be posted no parking both sides. Streets 28 feet to 36 feet must be posted no parking on at least one side. Streets 36 feet and greater may have parking both sides.

NORTHWEST AREA TRUNK UTILITY CHARGES

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit. Plat connection fees are due at time of final plat release for each phase. A breakdown of the fees will be listed in the development contract. The building permit connection fees are due with building permit for each unit.

Based on net developable area and unit count, the project would comply with the assumed unit count for the site.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- Approval of the Preliminary Plat, Preliminary PUD and Rezoning subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 6/23/21
Site Plan	dated 7/16/21
Development Capacity Plan	dated 7/16/21
Open Space Plan	dated 7/16/21
Grading Plan (3 sheets)	dated 6/28/21
Landscape Plan (3 sheets)	dated 6/28/21
Tree Preservation Plans (3 sheets)	dated 6/28/21

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, street plans and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants in their review memos.
3. 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 boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Plan approval shall be subject to the recommendations of the Park and Recreation Commission. Park dedication shall include area for park land. dedication Any additional dedication shall be made in the form of a cash contribution.
6. The final plan set shall be subject to the review of the city Fire Marshal.
7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT.
8. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.

9. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
12. The Developer and Owner shall enter into a Development Contract with the City.
13. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
15. The final PUD plan shall include a table providing for the maximum impervious surface allowed be lot.
16. The final PUD plans shall contain the required setback of 50 feet from the right-of-way for Hwy 3 for lots 1-5.

- B. Denial:** Should the proposed request or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

The project complies with all performance standards of the Northwest Area except for side yard setbacks and cul-de-sac length.

Staff would recommend approval of the requests as presented with the conditions listed. Further discussion regarding tree preservation should occur with Planning Commission discussion.

Attachments:

Location Map
Applicant Narrative
Preliminary Plat
Site Plan
Development Capacity Plan
Open Space Plan
Grading Plan (3 sheets)
Tree Preservation Plans (3 sheets)
Landscape Plan (3 sheets)
Resident e-mail



Location Map - US Home Corp

20-2709000010, 20-0070008015, 20-6585001040, & 20-0070008012

Subject Properties



0 0.0325 0.065 0.13 Miles

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Map produced by the City of Inver Grove Heights
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July 19, 2021

The City of Inver Grove Heights
Attention: Allan Hunting - City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077
ahunting@ighmn.gov

NARRATIVE: The Highlands at Settler's Ridge – Preliminary PUD Application

Dear Mr. Hunting,

U.S. Home Corp, dba Lennar, is pleased to submit this Preliminary PUD Application for The Highlands at Settler's Ridge, a proposed single-family community at the SWC of 72nd Circle West and Robert Trail South (Hwy 3).

Existing Conditions

(please see Development Capacity Plan exhibit)

The subject property is composed of four parcels generally located west of Robert Trail South (Hwy 3) and south of 72nd Circle West.

PID # 20-0070008012
PID # 20-6585001040
PID # 20-2709000010
PID # 20-0070008015

The site is 31.79 gross acres (approximately 24.52 net acres) in size and is located within the Northwest Area Overlay District and is currently zoned agricultural except for the northern most parcel which is zoned E-1 (Estate District). The site contains wooded areas and two separate ponding areas located along the southern portion of the site. The site has significant grade changes throughout, generally sloping from the northern boundary line down to the southern boundary line.

Development Overview

- **Infrastructure:** The neighborhood will be served by public street and utilities. An extension of Auburn Lane will tie in at the southern boundary line through the site and connect to 72nd Circle West to the north. As a product of the Auburn Lane extension, homesites along the northern boundary line will be at a grade significantly lower than the existing single-family homes to the north, thus requiring the installation of retaining walls.
- **Stream, Wetlands & Ponding:** The site has been designed to accommodate residential lots meeting current zoning codes while maintaining aspects of the natural resources on the site. A wetland delineation was completed on May 25, 2021.
- **Landscaping:** Reforestation will be implemented throughout the site where possible, in addition the landscape plan accounts for at least one (1) street tree per homesite. Lennar also proposes to plant wooded buffers along the backyards of most homesites.
- **Parking:** These homes will contain 3-car or 4-car garages which will be served by a minimum 25-foot long driveway. This means each lot could park at least five cars.
- **Developer/Builder:** Lennar will act as both developer of the property and builder of the homes.

Development Flexibility

Originally 75th Street had a planned connection in the NWC of the site in accordance with the Northwest Area Collector Street Plan dated October 2012. During plan review it was determined this future street connection was not practical and the street connection was abandoned in exchange for a cul-de-sac at the end of the street. As a result, the cul-de-sac is longer than current code allows for, therefore we are requesting development flexibility as it relates to the length of the cul-de-sac.

The existing conditions of the site include a number of trees located throughout, trees that are in direct conflict with homesite development and park/trail location(s). The Developer will replace trees in the boulevard, and front and backyards on each homesite, in addition included in the landscape design is a 10-15' tree buffer along the back yards of most homesites. It is logistically impossible and impractical to plant the amount of required replacement trees on the site; therefore, the Developer will incur a penalty payment as calculated by staff.

Proposed Homes and Architecture

(please see exterior renderings, photos, and floorplans)

The Landmark Series is a two-story single-family home with 3-car or 4-car garages (plus basement). These homes will be placed on lots generally ranging from 65-foot to 70-foot wide.

Landmark Series

<u>Units:</u>	50 lots
<u>Building Width:</u>	50 feet
<u>Bedrooms:</u>	4-5 bedrooms
<u>Bathrooms:</u>	3-5 bathrooms
<u>Garage:</u>	3-car or 4-car
<u>Square Footage:</u>	1,920 - 2,790
<u>Base Price Range:</u>	**\$470,000 - \$590,000
<u>Setbacks:</u>	Front – 25 feet Side – 7.5 feet Corner – 20 feet Rear – 35 feet

***Pricing is estimated and subject to change based on current market conditions at time of sales.*

Lennar homes include varying amounts of stone on front facades and siding materials consist of lap siding, shakes, or board and batten. Other architectural features available on selected facades include columns, gables, shutters, accentuated window trim and fascia, and decorative roof brackets and cornices. Architectural renderings are included with this submittal. Lennar's design team will carefully plan the color packages of each home to avoid monotony and to ensure a visually appealing streetscape. The proposed community will consist of 50 single family homes (approximately 2.04 units/acre) of home styles consistent with the existing Settler's Ridge community.

Public Park and Trails

Lennar is proposing to dedicate open space (approximately 4.2 acres) for public use. In addition to public sidewalks throughout the proposed community, Lennar is proposing multiple trail connections to a new park located in the SWC of the site. A trail extension from the existing Argenta Hills neighborhood will wind through the SW quadrant of the site and connect to the Peltier Reserve trail system on the western site boundary. A trail connection will also run along the southern site boundary connecting Auburn Lane to the new park. The regional trail extension and new park, in combination with the site's natural amenities will deliver a desirable and unique outdoor experience to the Northwest Area.

Schedule

Land development work (grading, utilities, and streets) is intended to begin as soon as all development permits are obtained with construction on model homes beginning fall 2021. Ideally, we would have a home ready for

the Spring 2022 Parade of Homes. The overall project will likely be developed in one phase. Lennar estimates full occupancy of the community will occur approximately 2 to 3 years from the date sales begin.

Lennar has a long-standing history of building successful communities throughout the Twin Cities, including similar communities under development at Enclave Settler's Ridge, (Inver Grove Heights), Blackstone Ridge, and Bella Vista (Rosemount). We invite you to visit any of these communities on our website at <https://www.lennar.com/new-homes/minnesota/minneapolis-st-paul>. We are looking forward to this opportunity to work with the City of Inver Grove Heights again and thank the City for its support.

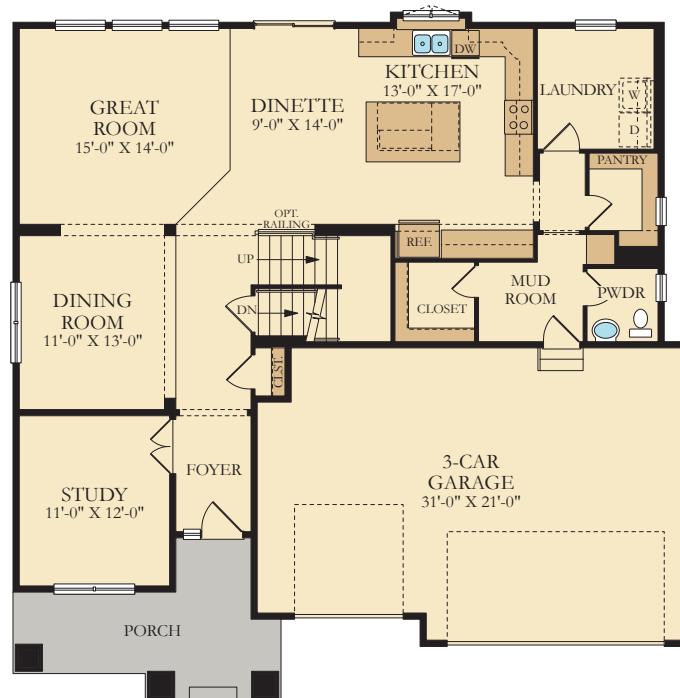
Regards,

Melissa Duce
Land Entitlement Manager
Lennar Minnesota

3,029 Sq. Ft.

- 2 Stories
- 4 Bedrooms
- 4 Bathrooms
- 3 Car Garage

The Summit EI • 3 Car



Main Level



Upper Level



EVERYTHING'S
INCLUDED®

16305 36th Ave. N. Suite 600, Plymouth, MN 55446

The Summit EI • 3 Car


A

B

C

D

E

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LENNAR.COM
952-373-0485

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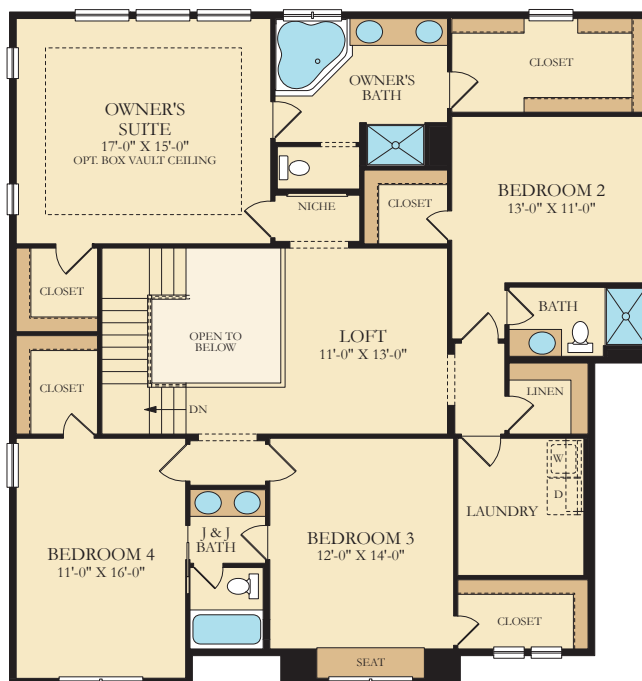
3,328 Sq. Ft.

- 2 Stories
- 4 Bedrooms
- 4 Bathrooms
- 3 Car Garage

The Washburn EI • 3 Car



Main Level



Upper Level



EVERYTHING'S
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The Washburn EI • 3 Car


A

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C

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E

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Allan Hunting

From: Melissa Duce <Melissa.Duce@Lennar.com>
Sent: Monday, July 12, 2021 7:05 PM
To: Allan Hunting; Heather Botten
Cc: Charlie Wiemerslage; Thomas J. Kaldunski, P.E.
Subject: RE: The Highlands at Settler's Ridge Preliminary Plat Submittal

Good evening,

We had no neighbors attend or send comments associated with the Highland's at Settler's Ridge July 9th meeting or the July 12th meeting. However, we have had extensive correspondence with the adjoining property owners to the north (Brad Kirschenheiter and Marius Dina) via email, telephone and in-person on site meetings.

Please let me know if you need anything further.

Thanks, M

Melissa Duce
Land Entitlement Manager

LENNAR

Cell: 651-261-8273

melissa.duce@lennar.com

www.lennar.com

16305 36th Ave. No., Suite 600
Plymouth, MN 55446



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From: Melissa Duce
Sent: Tuesday, July 6, 2021 2:30 PM
To: Allan Hunting <ahunting@ighmn.gov>
Cc: Charlie Wiemerslage <cwiemerslage@sathre.com>; Thomas J. Kaldunski, P.E. <tkaldunski@ighmn.gov>
Subject: The Highlands at Settler's Ridge Preliminary Plat Submittal

Good Afternoon Allan,

We are pleased to submit the Preliminary PUD Application for The Highlands at Settler's Ridge – as mentioned in my earlier email the application fees should have been delivered to your office last week.

We have two (2) neighborhood meetings planned – one for the southern neighboring properties and another for the northern properties. It was clear these are two very different audiences and we wanted to ensure the time was used appropriately to discuss the topics neighbors are concerned about. The first meeting is scheduled for July 9th – the second is July 12th. I will submit the summary of testimony immediately following the meetings so as not to hold up your review of the application.

The application forms are attached – we are awaiting an updated application from Jill Fleming (the signature on page 1 of the application was missed) I will resend that file once we have her updated signature.

The abstractor's certificate is attached which includes the addresses of property owners within 1,000 ft. I have mailing labels ready for you – let me know if I should deliver those yet this week for your use.

The link to the plan set is below. Give me a call if you have any questions and/or concerns. I look forward to working with you on this exciting community.

<https://sathre.sharefile.com/d-se3d48f5d9f084d169c51effa657e76b0>

Thanks, M

Melissa Duce
Land Entitlement Manager

LENNAR

Cell: 651-261-8273

melissa.duce@lennar.com

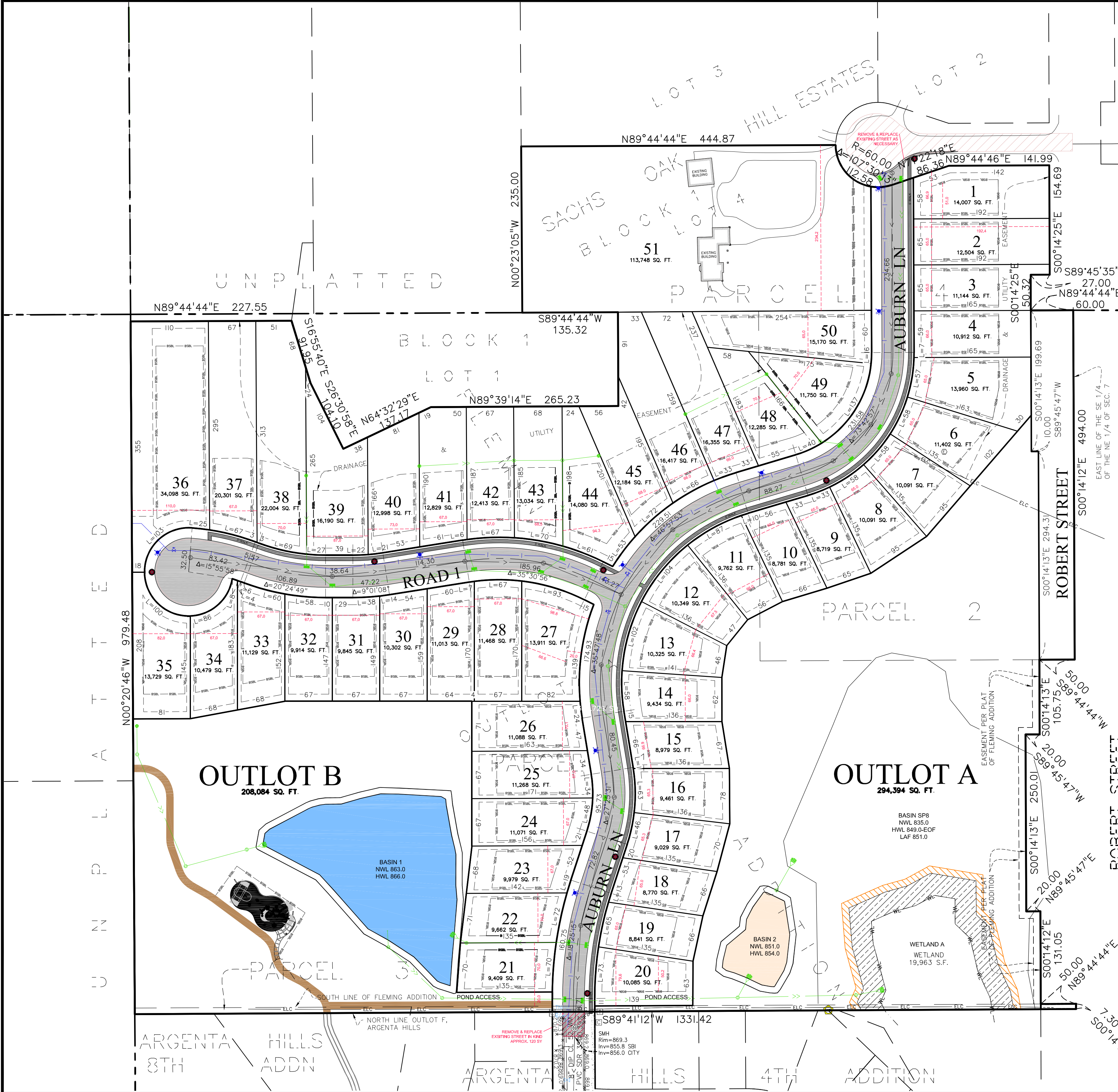
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- DESCRIPTION OF PROPERTY SURVEYED**

Parcel 1: Outlot A, FLEMING ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Abstract Property

Parcel 2: That part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota, lying south of the North 30 acres of said Southeast Quarter of the Northeast Quarter, said line also being the south line of FLEMING ADDITION, according to the recorded plat thereof, and lying north of the north line of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of said Section 7, said line also being the north line of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, and its easterly extension. Abstract Property

Parcel 3: The North 494 feet of the East 445 feet of the Southwest Quarter of the Northeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota. Abstract Property

Parcel 4: Lot 4, Block 1, SACHS OAK HILL ESTATE, Dakota County, Minnesota
- ALTA/NSPS OPTIONAL TABLE A NOTES**

2) **Site Address:** Parcel 1: Unassigned Robert Trail South, Inver Grove Heights, Minnesota 55077
Parcel 2: Unassigned Robert Trail South, Inver Grove Heights, Minnesota 55077
Parcel 3: 7245 Robert Trail South, Inver Grove Heights, Minnesota 55077
Parcel 4: 1060 72nd Circle West, Inver Grove Heights, Minnesota 55077

3) **Flood Zone Information:** This property appears to lie in Zone X (area determined to be outside of the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27037C0105E, effective date of December 2, 2011.

4) **Parcel 1 Area Information:** Gross Area: 991,902 s.f. ~ 22.771 acres
Wet Area: 10,532 s.f. ~ 0.242 acres
Net Area: 981,370 s.f. ~ 22.529 acres

Parcel 2 Area Information: Gross Area: 10,633 s.f. ~ 0.244 acres
Wet Area: 1,086 s.f. ~ 0.025 acres
ROW Area: 366 s.f. ~ 0.008 acres
Net Area: 193,133 s.f. ~ 4.434 acres

Parcel 3 Area Information: Gross Area: 219,829 s.f. ~ 5.047 acres
ROW Area: 26,696 s.f. ~ 0.613 acres
Net Area: 193,133 s.f. ~ 4.434 acres

Parcel 4 Area Information: Gross Area: 162,359 s.f. ~ 3.727 acres

Parcel Total Area Information: Gross Area: 1,384,723 s.f. ~ 31.789 acres
ROW Area: 27,062 s.f. ~ 0.621 acres
Wet Area: 11,618 s.f. ~ 0.267 acres
Net Area: 1,346,043 s.f. ~ 30.901 acres

*We do not affirmatively insure the quantity of acreage set forth in the description

5) **Benchmark:** Elevations are based on MN/DOT Geodetic Station Name: 207 ROBERT RESET which has an elevation of: 887.905 feet (NAVD88).

6) **Zoning Information:** The current Zoning for the subject property is A (Agriculture) per the City of Inver Grove Heights' zoning map dated April 2019. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks - Street(s): 30 feet (Robert Trail)
Side: 25 feet
Rear: 60 feet
Height: 35 feet
Hardcover: 43,560 s.f.

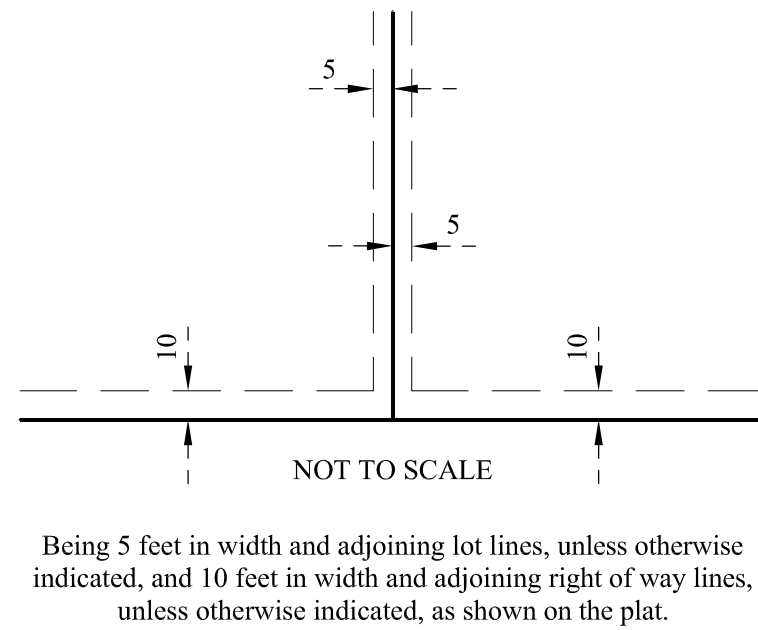
Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process.

We have not received the current zoning classification and building setback requirements from the insurer.

11) **Utilities:** We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercised before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002.

18) **Wetland Delineation:** The wetland delineation was performed by Midwest Natural Resources, Inc. and was flagged on April 15th, 2021. Sathre-Bergquist located the wetland flags on June 3rd, 2021.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: CHARLES A. WIEMERSLAGE, P.E. EMAIL: C.WIEMERSLAGE@SATHRE.COM	DEVELOPER LENNAR CORPORATION 16305 36TH AVE N, SUITE 600 PLYMOUTH, MN 55446 CONTACT: JOE JABLONSKI PHONE: (952) 249-3014 EMAIL: JOE.JABLONSKI@LENNAR.COM

DEVELOPMENT DATA
Street: 60' ROW - 31' B-B CDS - 62.5' R
SETBACKS
Single Family
Frontyard Setback: 25' Sideyard Setback: 7.5'/7.5' Rearyard Setback: 35'

SURVEY LEGEND

- CAST IRON MONUMENT
 - CATCH BASIN
 - FLARED END SECTION
 - GATE VALVE
 - GUY WIRE
 - HYDRANT
 - SURVEY MONUMENT SET
 - SURVEY MONUMENT FOUND
 - SURVEY CONTROL POINT
 - LIGHT POLE
 - POWER POLE
 - SANITARY MANHOLE
 - SANITARY CLEANOUT
 - SIGN
 - GROUND ELEVATION
 - STORM DRAIN
 - STORM MANHOLE
 - YARD LIGHT
 - A/C UNIT
 - WELL
- W/OE WALKOUT ELEVATION
 - FFE FIRST FLOOR ELEVATION
 - GFE GARAGE FLOOR ELEVATION
 - TOF TOP OF FOUNDATION ELEV.
 - LOE LOWEST OPENING ELEV.
 - CABLE TV PEDESTAL
 - ELECTRIC TRANSFORMER
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - GAS METER
 - GAS VALVE
 - HAND HOLE
 - SOIL BORING
 - TREE CONIFEROUS
 - TREE DECIDUOUS
 - TELEPHONE MANHOLE
 - TELEPHONE PEDESTAL
 - TRAFFIC SIGNAL
 - UTILITY MANHOLE
 - UTILITY PEDESTAL
- BITUMINOUS
 - BUILDING SETBACK LINE
 - CABLE TV
 - CONCRETE CURB
 - CONCRETE
 - CONTOUR EXISTING
 - CONTOUR PROPOSED
 - GUARD RAIL
 - DRAIN TILE
 - ELECTRIC UNDERGROUND
 - FENCE
 - FIBER OPTIC UNDERGROUND
 - GAS UNDERGROUND
 - OVERHEAD UTILITY
 - RAILROAD TRACKS
 - SANITARY SEWER
 - STORM SEWER
 - TELEPHONE UNDERGROUND
 - UTILITY UNDERGROUND
 - WATERMAIN

FIELD CREW	NO.	BY	DATE	REVISION
DM AK AK				
DRAWN				
EMW				
CHECKED				
DLS				
DATE				
6-10-21				

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I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 23rd day of June, 2021.

Daniel L. Schmidt
Daniel L. Schmidt, PLS
schmidt@sathre.com

Minnesota License No. 26147

ENGINEERS
DESIGNERS
SURVEYORS
PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000
WWW.SATHRE.COM

TWP:27-RGE-22-SEC.07
Dakota County

INVER GROVE HEIGHTS, MINNESOTA

HIGHLANDS AT SETTLER'S RIDGE

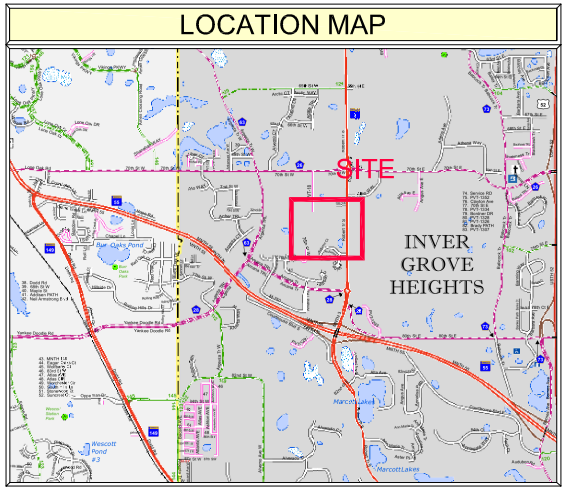
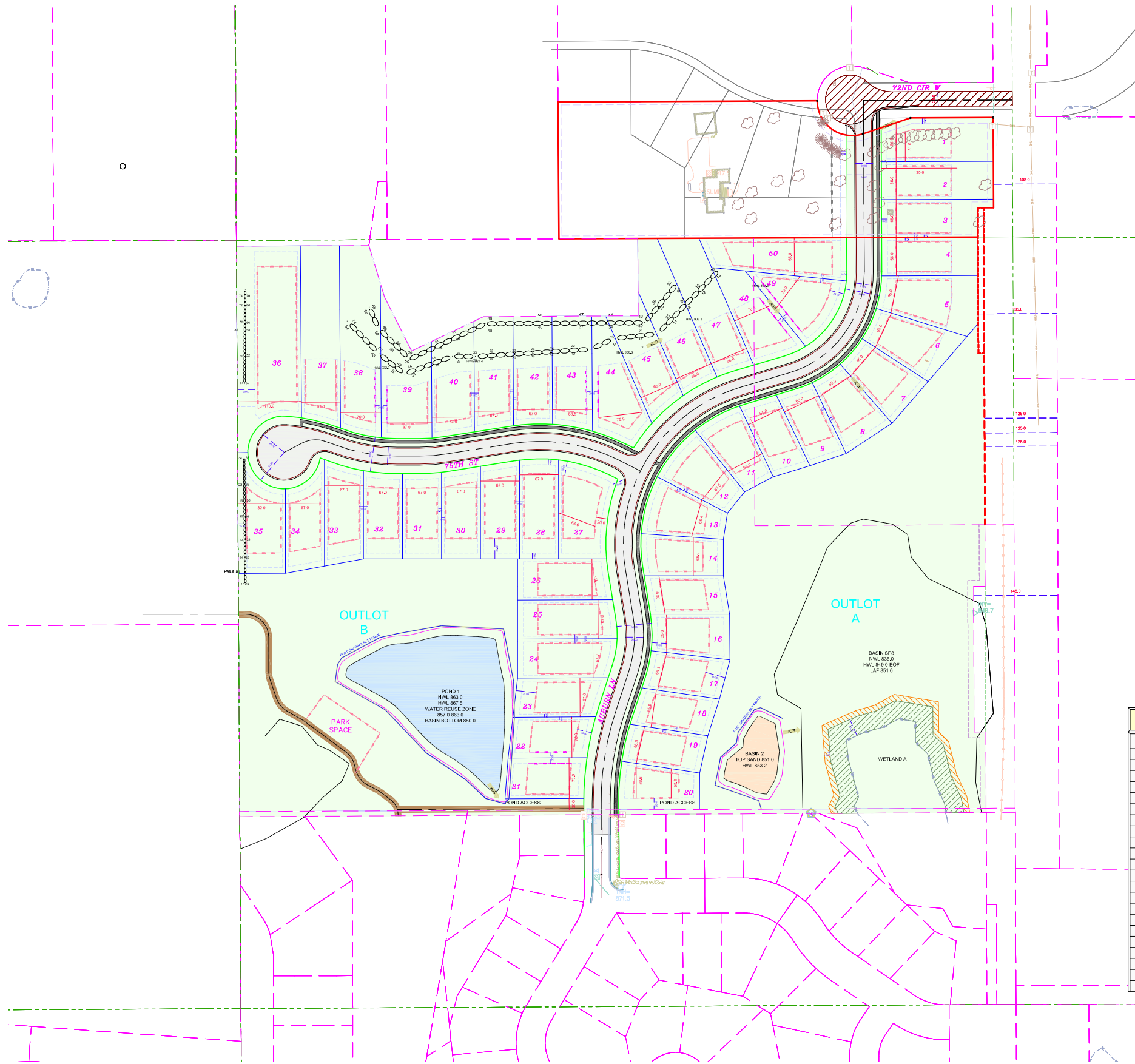
PRELIMINARY PLAT

U.S. HOME CORPORATION

FILE NO.
5401-685

1

1



SHEET INDEX TABLE	
SHEET	Description
SP	Site Plan
OS	Open Space Plan
DC	Development Capacity Plan
WR	Water Reuse Plan
ALTA	ALTA Survey
PP	Preliminary Plat
ST	Preliminary Street Plan
UP	Preliminary Utility Plan
GP	Preliminary Grading Plan
EC	Preliminary Erosion Control Plan
LP	Preliminary Landscape Plan
TS	Preliminary Tree Plan

Notes:
Lots: 50 Single Family Lots - 65' Wide
1 Existing Single Family Home

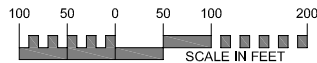
Street: 60' ROW - 31' Back to Back

Setbacks
Front Yard Setback: 25'
Side Yard Setback: 7.5'/7.5', 15' Total
Side Yard Setback Corner Lot: 20'
Rear Yard Setback: 35'

Impervious Surface
Allowable - 25%
Proposed - 23.1% - 10.2 Ac

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WHIRLPOOL		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE - PRE CONSTRUCTION		
SILT FENCE - POST CONSTRUCTION		
SPOT ELEVATION		
TBC SPOT ELEVATION		

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 150 SOUTH BROADWAY WAYZATA, MINNESOTA 55391 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT : CHARLES WIEMERSLAGE, P.E. EMAIL: C.WIEMERSLAGE@SATHRE.COM	DEVELOPER LENNAR 16305 36TH AVE N, SUITE 600 PLYMOUTH, MN 55446 CONTACT: JOE JABLONSKI PHONE: (952) 249-3014 EMAIL: JOE.JABLONSKI@LENNAR.COM SITE WORK MARK BODE PHONE: (651) 269-0341 EMAIL: MARK.BODE@LENNAR.COM



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CHARLES A. WIEMERSLAGE, P.E.
Date: 06/28/21 Lic. No. 49180



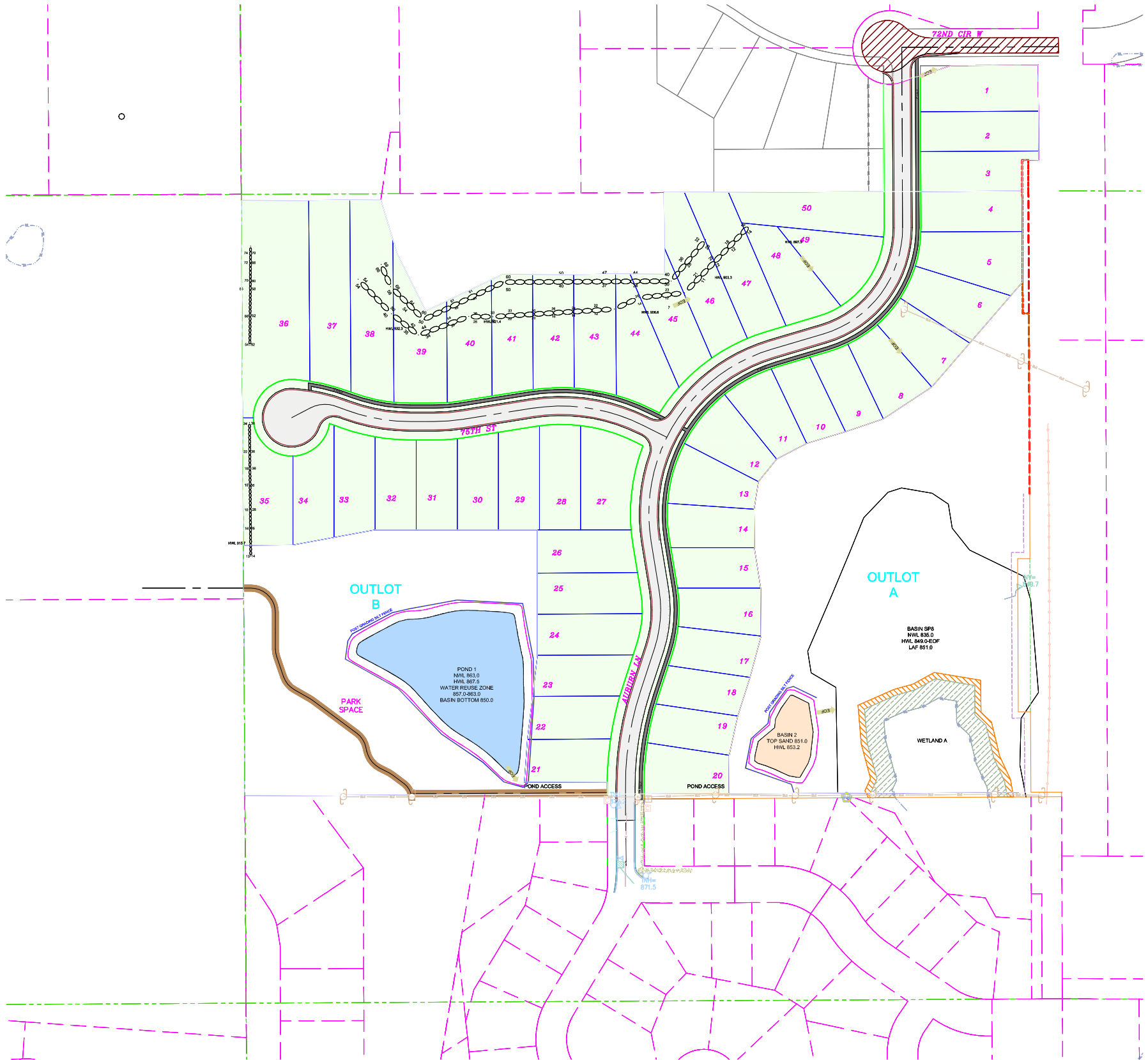
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY SITE PLAN
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
540-685

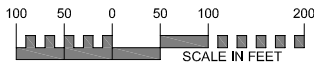
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OVERALL SITE AREA	1,384,723 SF	31.79 AC
DEDUCTIONS		
WETLAND AREA	19,963 SF	0.46 AC
EXISTING LOT TO REMAIN (Jacoby Parcel Lot 51)	113,748 SF	2.61 AC
PARK AREA (Estimate - TBD)	182,952 SF	4.20 AC
NET AREA OF DEVELOPMENT	1,088,060 SF	24.52 AC
SINGLE FAMILY MINIMUM LOT SIZE	12,000 SF	
MINIMUM DENSITY (NW AREA OVERLAY)	2 UNITS / AC	
PROPOSED UNITS	50 NEW SINGLE FAMILY	
PROPOSED DENSITY	2.04 UNITS / AC	
PROPOSED LOT SIZES		
MINIMUM LOT WIDTH	65 FT	
MINIMUM LOT DEPTH	125 FT	
MINIMUM LOT AREA	8,125 SF	

SINGLE FAMILY

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-UP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		



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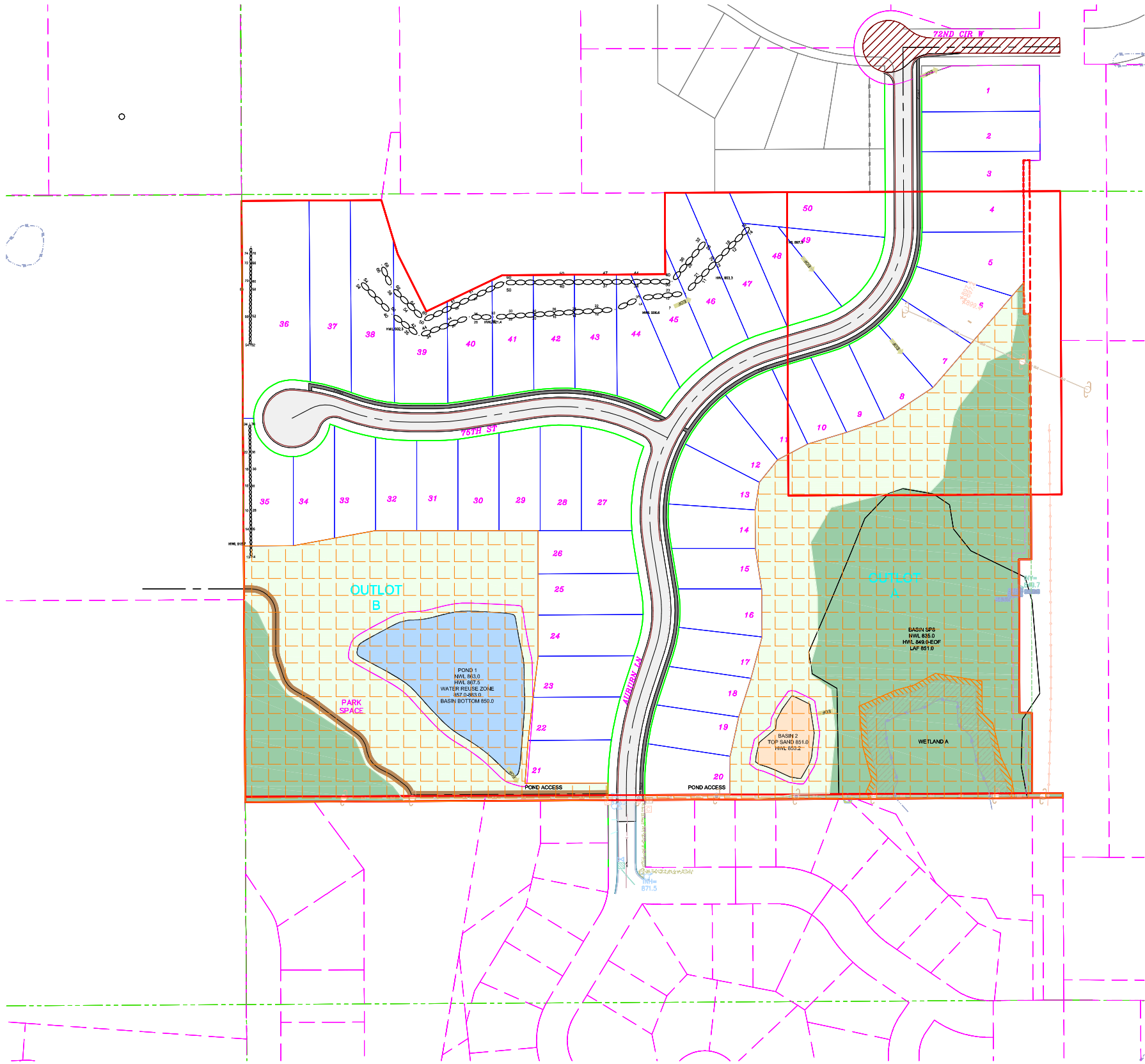


SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
**INVER GROVE
HEIGHTS,
MINNESOTA**

DEVELOPMENT CAPACITY PLAN
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
540-685
DC
DC



OVERALL SITE AREA	1,384,723 SF	31.79 AC
NET AREA OF DEVELOPMENT	1,088,060 SF	24.52 AC
REQUIRED OPEN SPACE		
20% NET DEVELOPABLE	217,612 SF	4.99 AC
50% UNDISTURBED OPEN SPACE	108,806 SF	2.49 AC
75% CONTIGUOUS OPEN SPACE	163,209 SF	3.74 AC

PROVIDED OPEN SPACE

OPEN SPACE	
273,326 SF	6.27 AC

UNDISTURBED OPEN SPACE	
229,485 SF	5.27 AC

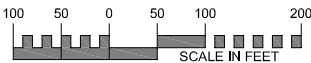
CONTIGUOUS OPEN SPACE	
502,811 SF	11.54 AC

PROPOSED STORMWATER POND

PROPOSED STORMWATER INFILTRATION BASIN

SYMBOL LEGEND

DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-AROUND		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/UNFLOW ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE (PRE CONSTRUCTION)		
SILT FENCE (POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		



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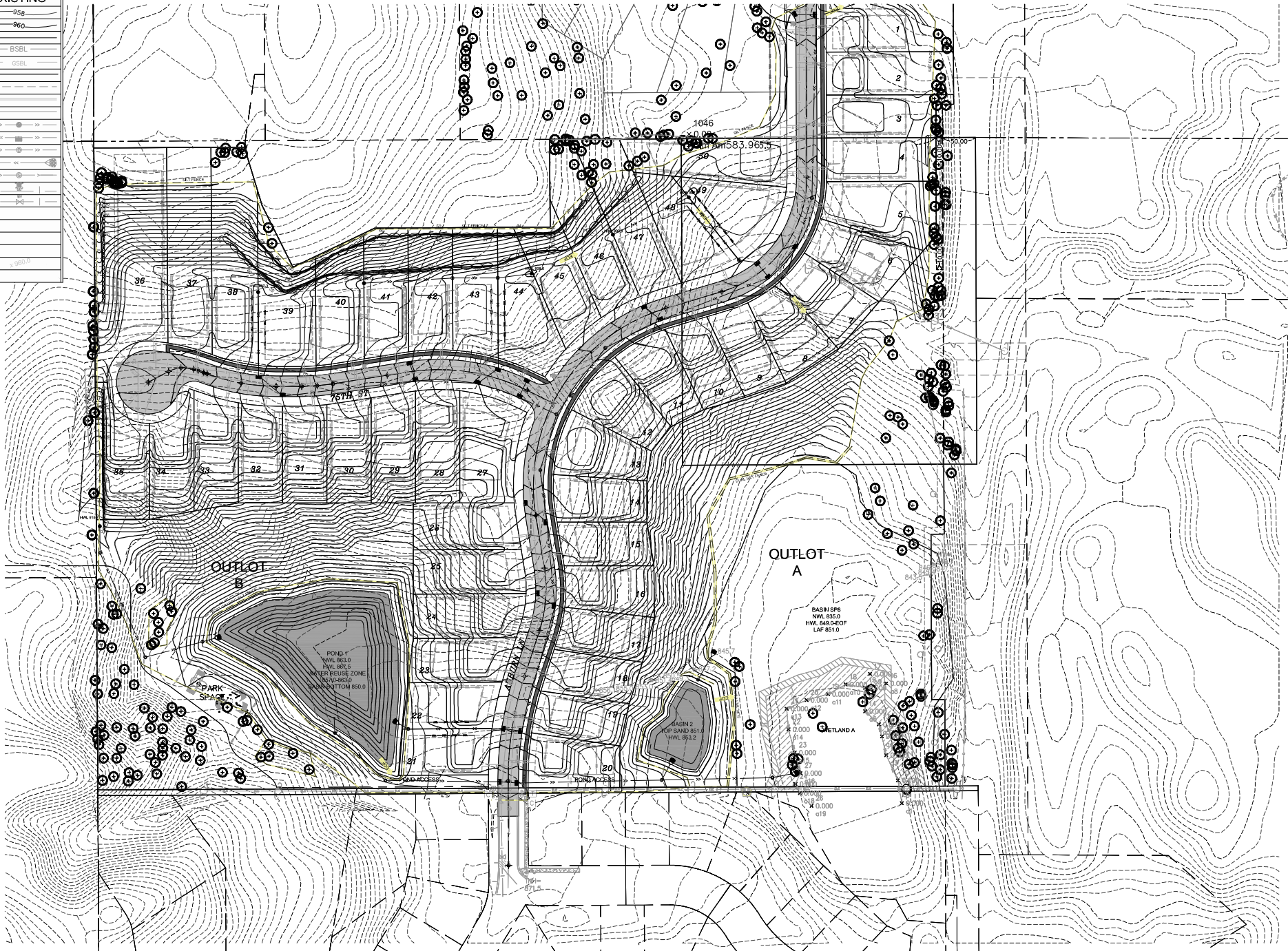
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

OPEN SPACE PLAN
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
540-685
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OS

SYMBOL LEGEND		
DESCRIPTION	PROPOSED	EXISTING
MINOR CONTOUR		
MAJOR CONTOUR		
LOT LINE		
BUILDING SETBACK LINE		
GARAGE SETBACK LINE		
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP-RAP		
SANITARY SEWER MANHOLE		
HYDRANT		
GATE VALVE		
DRAIN FLOW/RUNOFF ARROW		
EMERGENCY OVERFLOW SWALE		
SILT FENCE -PRE CONSTRUCTION)		
SILT FENCE -POST CONSTRUCTION)		
SPOT ELEVATION		
TBC SPOT ELEVATION		

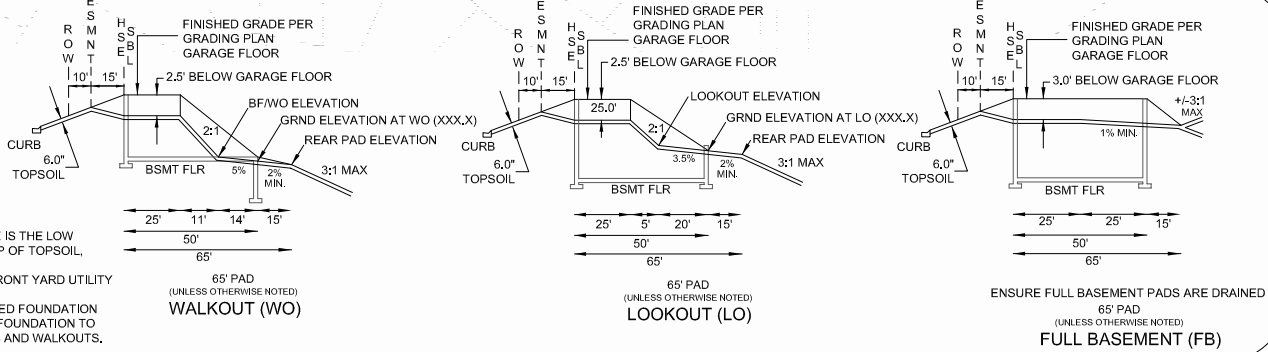


- CONSTRUCTION NOTES
1. INSTALL SILT FENCE AS SHOWN ON PLAN, AS REQUIRED BY THE CITY OF INVER GROVE HEIGHTS OR DIRECTED BY THE ENGINEER.
 2. THE WATER QUALITY POND MUST BE EXCAVATED AT THE BEGINNING OF GRADING OPERATIONS TO PROVIDE TEMPORARY STORM WATER DETENTION DURING CONSTRUCTION. SAND, CLAYS, AND SILTS MUST BE REMOVED FROM THE POND AS NECESSARY DURING CONSTRUCTION AND AT THE COMPLETION OF THE PROJECT. REFER TO SECTION 2.2 OF THE STORM WATER POLLUTION PREVENTION PLAN.
 3. BEGIN GRADING. INSTALL PERFORATED RISER PIPE IN PONDS WHEN POND GRADING IS COMPLETE. TEMPORARY DRAINAGE PIPE SHALL BE USED FOR INTERMEDIATE DRAINAGE DURING THE CONSTRUCTION PERIOD AS NECESSARY AND DIRECTED BY THE ENGINEER. THE TEMPORARY DRAINAGE PIPES SHALL BE INCIDENTAL TO THE GRADING OPERATIONS. INSTALL SILT FENCE AROUND EXCAVATED POND, AFTER THE AS-BUILT ELEVATIONS HAVE BEEN VERIFIED BY THE ENGINEER.
 4. INSPECT POND, SILT FENCE, AND ROCK ENTRANCE BERM AFTER ALL RAINFALL EVENTS AS REQUIRED BY THE NPDES PERMIT.
 5. LINE ALL PONDS WITH A MINIMUM 3" ORGANIC SOILS & SEED SLOPES BETWEEN NWL AND 100 YR HWL WITH A WATER TOLERANT MIX. (OR AS NOTED)
 6. REMOVE PERFORATED RISER PIPE WHEN STORM SEWER AND OUTLET STRUCTURE FOR PONDS ARE INSTALLED (INCIDENTAL).
 7. POND - 10:1 BENCH (1 FOOT) THEN 3:1 MAX
 8. LO & WO FINISHED PADS SHALL BE FLATTER THAN 3:1. ALL OTHER SLOPES 4:1 MAX (UNLESS NOTED)
 9. RESTORATION - ACRES PLUS WETLAND RESTORATION AREAS
 - A. RESTORE ALL DISTURBED AREAS WITH 4" TO 6" OF TOPSOIL, OR EXISTING ON-SITE ORGANIC MTRL.
 - B. SEED ALL DISTURBED AREAS WITH MNDOT MIXTURE #25-141 AT A RATE OF 100 LBS./ACRE AND FERTILIZE WITH 20-0-10 AT 100 LBS./ACRE. (UNLESS OTHERWISE NOTED) WETLAND RESTORATION - BWSR SEED MIX FOR WETLANDS (AS NOTED IN THE WETLAND REPLACEMENT PLAN APPLICATION)
 - C. ONLY PHOSPHOROUS FREE FERTILIZER IS TO BE USED ON SITE.
 - D. MULCH WITH TYPE 1 AT A RATE OF 2 TONS/ACRE AND DISC ANCHOR IMMEDIATELY AFTER PLACEMENT. USE WOODFIBER BLANKET ON ALL SLOPES 3:1 (FT) OR GREATER.
 - E. PLACE APPROVED STORM SEWER INLET PROTECTION IN OR AROUND ALL STORM SEWER INLETS AND MAINTAIN UNTIL STREET CONSTRUCTION IS COMPLETED.
 - F. MAINTAIN ALL SILT FENCE UNTIL TURF HAS BEEN ESTABLISHED.
 - G. RESTORATION WORK WILL BE COMPLETED WITHIN 72 HOURS OF GRADING COMPLETION.
 - H. SLOPES TO WATER WAYS SHALL BE STABILIZED WITHIN 24 HOURS OF DISTURBANCE.
 10. SILT FENCE, BEFORE GRADING - 5,735 LF
AFTER GRADING - 1,300 LF
 11. CAT. 3 EROSION CONTROL BLANKET - 24,810 SY
 12. CUT - 212,530 CY
FILL - 140,780 CY

- GENERAL NOTES:
1. THE GRADING CONTRACTOR IS RESPONSIBLE FOR ALL STORM WATER INSPECTIONS ACCORDING TO THE MPCA STORM WATER PERMIT. THIS INCLUDES BOTH WEEKLY INSPECTIONS AND INSPECTIONS DONE AFTER A 0.5" RAIN EVENT. A COPY OF THE INSPECTION REPORT MUST BE EMAILED TO THE ENGINEER AND DEVELOPER ON A WEEKLY BASIS.
 2. THE CONTRACTOR SHALL PLACE INLET PROTECTION DEVICES FOR ALL STORM SEWER INLETS (EXISTING AND PROPOSED) AND MAINTAIN THEM AS AN EFFECTIVE SILT CONTROL DEVICE. INLET PROTECTION SHALL BE REMOVED WHEN RESTORATION HAS BEEN ESTABLISHED.
 3. ALL RETAINING WALLS TO BE CONSTRUCTED DURING THE GRADING PHASE, BUILDING PERMIT WILL NOT BE ISSUED UNTIL WALLS ARE ACCEPTED.
 - 3.1. IF >4' WALLS WILL REQUIRE A STRUCTURAL DESIGN, A BUILDING PERMIT & A FINAL INSPECTION REPORT (IF APPLICABLE)
 - 3.2. WALLS IN ROW FOR ROAD TO MAINTAINED BY CITY AND CONSTRUCTED TO BIG BLOCK SPECS PER CITY ENGINEER
 4. A 1'-2" CRUSHED ROCK ENTRANCE BERM SHALL BE PLACED AT THE SITE ENTRANCE, TO REPLACE SILT FENCE, AND MINIMIZE EROSION ON TO THE STREETS. THE ROCK BERMS SHALL BE THE WIDTH OF THE ENTRANCE AND 2 FEET HIGH WITH 4:1 SLOPES. (SEE DETAIL)
 5. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING PAD AND STREET AREAS THROUGHOUT CONSTRUCTION.
 6. THE CONTRACTOR SHALL ATTEMPT TO PREVENT SOIL MATERIALS FROM LEAVING THE SITE BY EROSION AND VEHICLE WHEEL TRACKING. HE SHALL BE RESPONSIBLE FOR CLEANING OF STREET, BOULEVARD AND UTILITY FACILITIES THAT RECEIVE ANY ERODED OR TRACKED SOIL MATERIAL OR OTHER CONSTRUCTION DEBRIS OR MATERIAL. THE GRADING CONTRACTOR WILL BE REQUIRED TO PROVIDE STREET SWEEPING ON HUNTER DRIVE DURING THE GRADING OPERATIONS, IF REQUIRED.
 7. EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

- ON-SITE BMPS
1. NURP POND - NURP POND WILL BE UTILIZED TO MEET OR EXCEED QUALITY AND RATE CONTROL REQUIREMENTS.
 2. SKIMMERS - THE POND OUTLET STRUCTURE INCLUDES A SUBMERGED INLET PIPE TO ALLOW SKIMMING. (Utility Contractor)
 3. RIP RAP - RIP RAP WILL BE UTILIZED AT ALL AND PROVIDE SEDIMENT CONTROL. (Utility Contractor)
 4. INLET PROTECTION - INLET PROTECTION WILL BE INSTALLED AND MAINTAINED IN ALL CATCH BASINS & REAR YARD STRUCTURES. (WIMCO'S OR EQUAL) (Utility Contractor)
 5. SLOPE STABILIZATION - SILT FENCE WILL BE INSTALLED ALONG DOWN GRADIENT GRADING LIMITS AND WOODFIBER BLANKET WILL BE UTILIZED ON ALL SLOPES 3:1 OR GREATER TO PROVIDE ADEQUATE SLOPE STABILIZATION. (Grading Contractor)
 6. BIOROLLS - BIOROLLS WILL BE INSTALLED ALONG REAR YARD SWALES TO PREVENT SEDIMENT FROM REACHING THE NURP POND AND ULTIMATELY DOWNSTREAM WETLANDS. (Grading Contractor)
 7. INFILTRATION AREAS - INFILTRATION AREAS WILL BE UTILIZED TO REDUCE THE AMOUNT OF RUNOFF FROM THE INCREASED HARDSURFACE. (Grading Contractor)
 8. STREET SWEEPING - STREET SWEEPING WILL BE DONE A MINIMUM OF ONCE PER WEEK OR AS NEEDED TO MINIMIZE DUST CONTROL AND VEHICLE TRACKING. (Grading and Utility Contractor)
 10. PHOSPHOROUS FREE FERTILIZER - PHOSPHOROUS FREE FERTILIZER WILL ALSO BE USED ON SITE.
 11. ALL CONCRETE WASHOUT PRODUCED SHALL BE REMOVED FROM THE SITE. (Utility Contractor)

- NOTES:
1. GRADE (999.0) BEHIND EACH HOMESITE IS THE LOW GROUND ELEVATION AND PROPOSED TOP OF TOPSOIL. SUBGRADE SHALL BE DOWN 0.50 FEET.
 2. ESTABLISH FINISH GRADE AT ALL 10' FRONT YARD UTILITY EASEMENT LOCATIONS.
 3. THESE DETAILS REFERENCE A 8" POURED FOUNDATION WALL, AND A 0.7' DROP FROM REAR TOP FOUNDATION TO GROUND ELEVATION FOR ALL LOOKOUTS AND WALKOUTS.



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Date: _____ Lic. No. _____



SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

PRELIMINARY GRADING PLAN
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
5401-685
GP1
GP3



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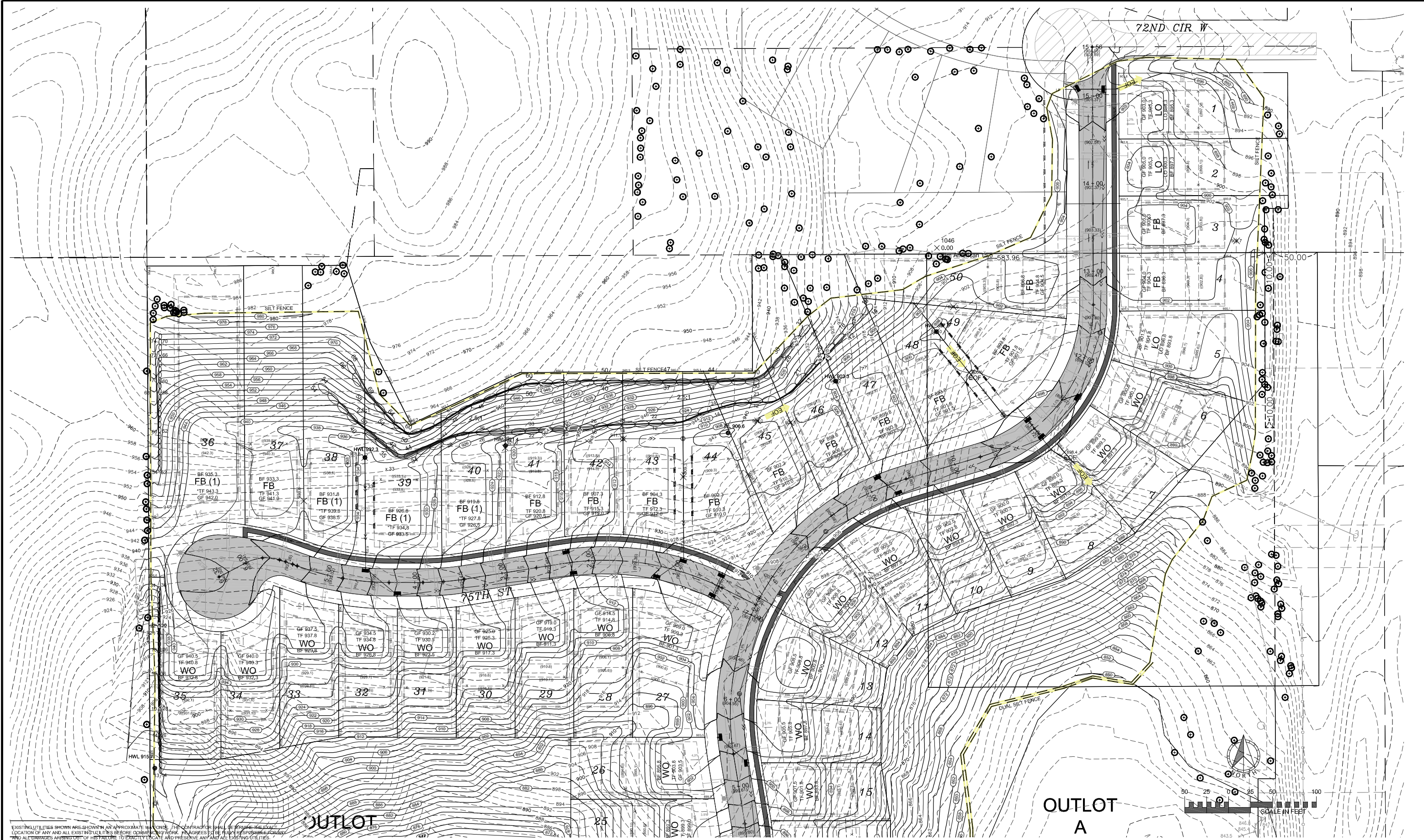
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ENGINEERS
SURVEYORS
DESIGNERS
PLANNERS

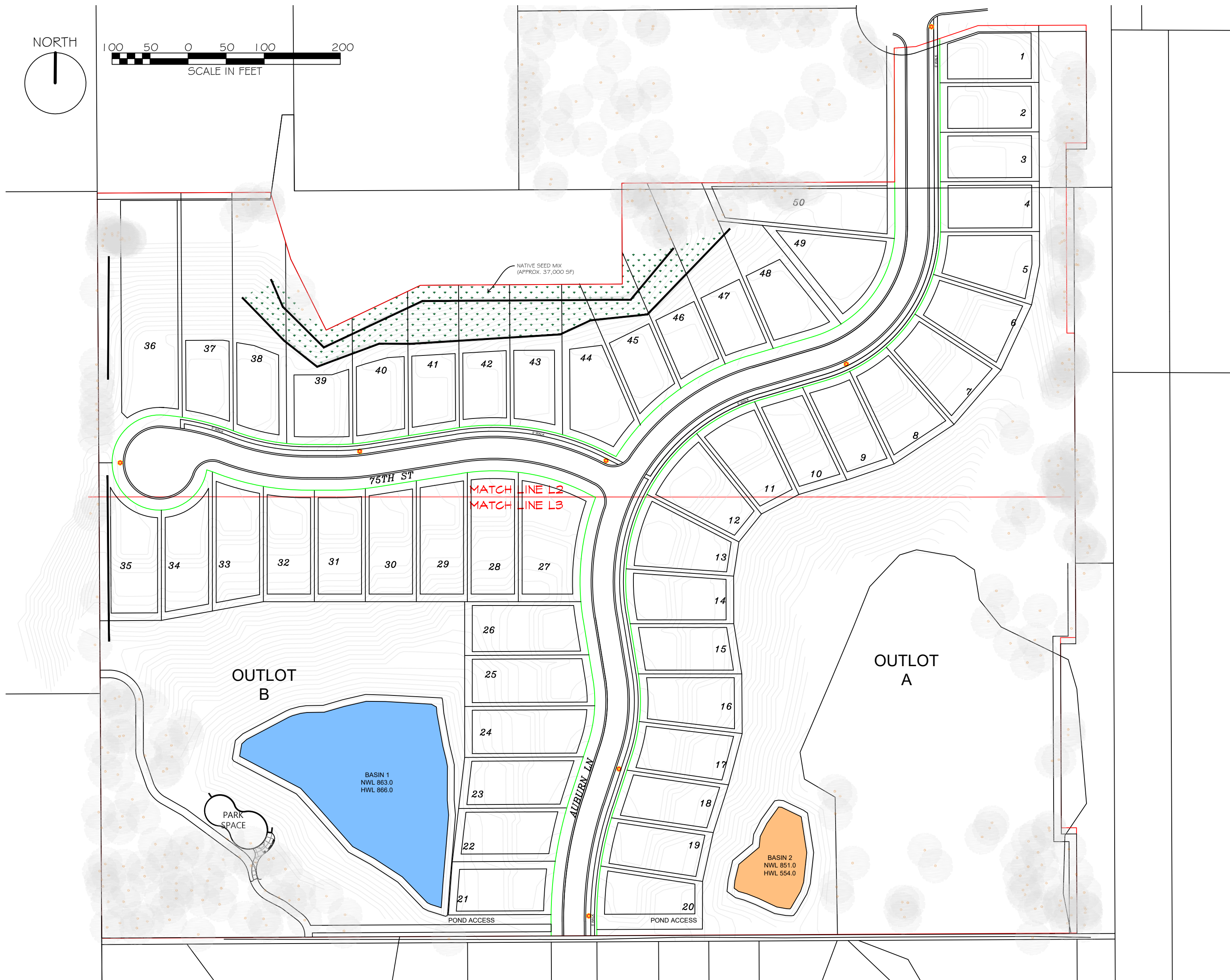
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150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.	FILE NO.
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PRELIMINARY GRADING PLAN	
THE HIGHLANDS AT SETTLER'S RIDGE	
LENNAR	
GP2	
GP3	

PROJECT NAME AND NUMBER



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1 SITE CONTEXT

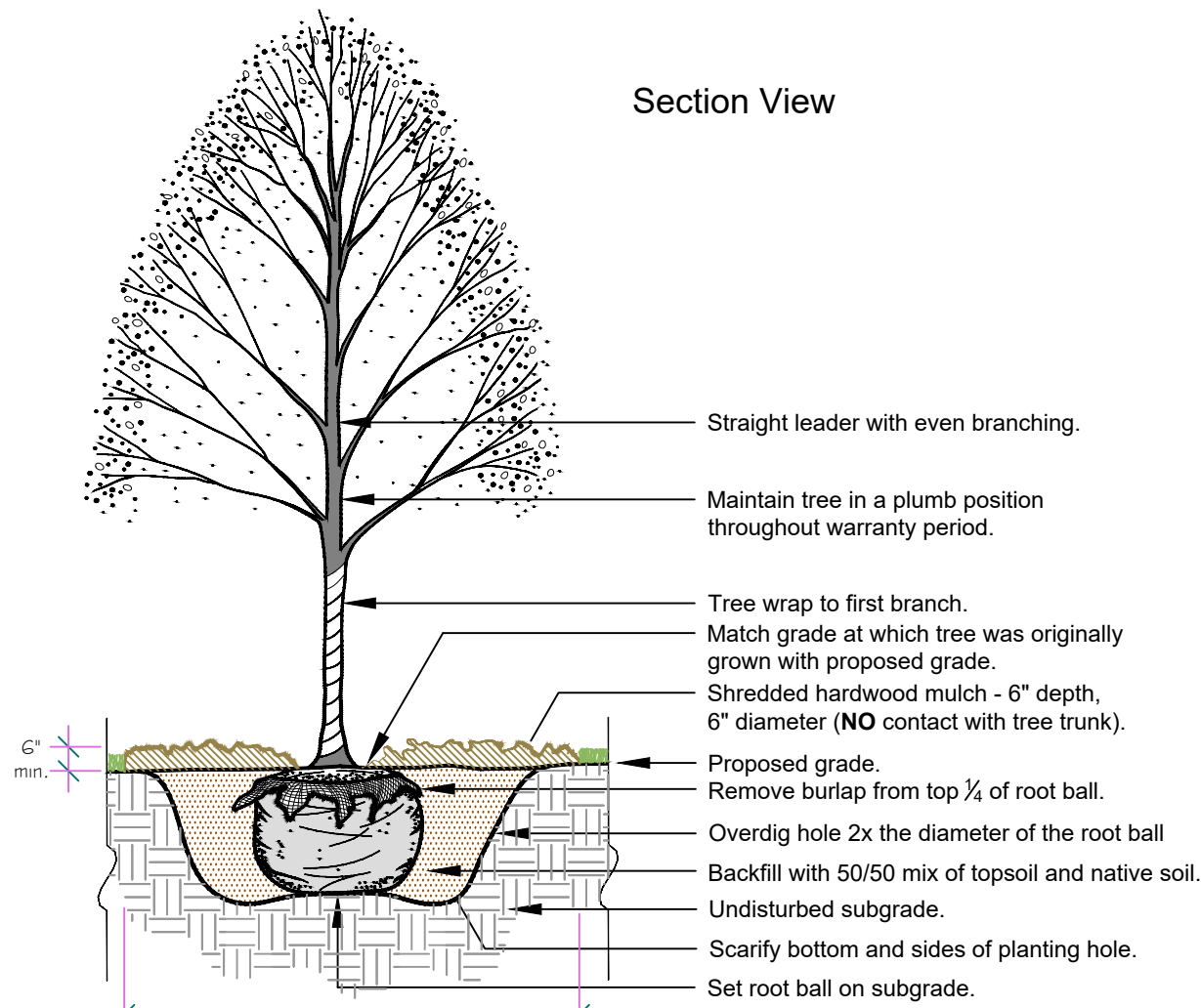
1 SCALE: 1" = 100'

GENERAL LANDSCAPE NOTES:

- THE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF THE WORK.
- THE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
- THE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWNS AND SITE ELEMENTS DURING CONSTRUCTION. DAMAGE TO SAME SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
- VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND GOPHER STATE ONE CALL 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON SITE.
- THE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE. CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.
- THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED. CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.

PLANTING NOTES:

- TREES AND SHRUBS SHALL BE FRESHLY DUG AT TIME OF DELIVERY UNLESS CONTAINER GROWN, IF CONTAINER GROWN, PLANTS SHALL BE WATERED EVERYDAY AND KEPT IN A PARTIALLY-SHADED AREA UNTIL PLANTED.
- TREES TO BE PLANTED EXCEPT MULTI-STEM TREES SHALL HAVE A SINGLE STRAIGHT LEADER AND TAPERED TRUNK. ALL TREES SHALL BE FREE OF GIRDING ROOTS THAT HAVE ENCIRCLED THE TREE. TREES MUST BE IN GOOD HEALTH AND FREE OF DISEASE.
- ALL TREES SHALL HAVE A MINIMUM DEPTH OF 6" HARDWOOD BARK MULCH 6" DIAMETER RING AROUND THE BASE OF THE TREE. KEEP MULCH OFF TREE TRUNK.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED TO BE UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION
- PLANTING HOLES SHALL BE FREE OF WEEDS, ROCKS, SOD, CLAY CLUMPS, CLASS V AND OTHER CONSTRUCTION MATERIALS.
- TOPSOIL FOR BACKFILLING PLANTING HOLES SHALL BE A MIXTURE OF NATIVE AND TOPSOIL AT A RATIO OF 1:1.
- CONTRACTOR SHALL EXCAVATE 8" OF SOIL IN ALL LANDSCAPE BEDS, REPLACE WITH 8" OF UNSCREENED TOPSOIL, ENOUGH ESTABLISH A POSITIVE GRADE FROM STRUCTURES, FOUNDATIONS, PATIOS, ETC..
- PLANTING BEDS PROPOSED WITH ROCK MULCH SHALL BE LAID OVER MIN. 6 MIL. BLACK POLY.
- PLANTING BEDS PROPOSED WITH BARK MULCH, A PRE EMERGENT HERBICIDE SHALL BE SPREAD AT PRODUCT RECOMMENDED RATIOS BEFORE BARK MULCH IS SPREAD. POLY AND FABRIC UNDERLAYMENTS ARE NOT TO BE USED UNDER BARK MULCH.
- ALL VINYL EDGING TO BE STAKED 7" ON CENTER, HORIZONTALLY.
- NO PLANTS SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA



1 Tree Planting Detail

2 NOT TO SCALE

REFORESTATION REQUIREMENT:

8,561.5 CAL INCH
*per tree survey

STREET TREE REQUIREMENT:

1 TREE PER 40 LF OF ROAD

STREET LF: 4144

TREES REQUIRED: $\frac{4144}{40} = 103$
(ROUNDED)

REFORESTATION PROPOSED:

IT IS PROPOSED 1,500 CAL INCHES BE PLANTED.

STREET TREE PROPOSED:

DUE TO UTILITY CONFLICTS IT IS PROPOSED THAT 79 TREES BE PLANTED TO MAINTAIN SIMILAR SPACING, WHILE ENSURING EVERY LOT HAS AT LEAST 1 STREET TREE

PLANT SCHEDULE

REFORESTATION TREES	COMMON NAME	BOTANICAL NAME	CONT	QTY	REMARKS
AEI	American Elm	Ulmus americana	3.0" BB	4	
ALI	American Linden	Tilia americana	3.0" BB	4	
ASI	Prairie Gold Aspen	Populus tremuloides 'NEArb'	3" BB	47	
BGI	Birch Clump	Betula populifolia 'Whitespire'	3.0" BB	18	
BFI	Balsam Fir	Abies balsamea	8' BB	26	
BHI	Black Hills Spruce	Picea glauca densata	8' BB	58	
CHI	Canadian Hemlock	Tsuga canadensis	8' BB	23	
CMI	Crimson Maple	Acer plantanoides 'Crimson King'	3.0" BB	10	
HBI	Common Hackberry	Celtis occidentalis	3.0" BB	15	
KGI	Kentucky Coffee Tree	Gymnocladus dioica	3.0" BB	13	
LRI	American Larch	Larix laricina	8' BB	32	
NPI	Norway Pine	Pinus resinosa	8' BB	24	
NSI	Norway Spruce	Picea abies	8' BB	22	
PBI	Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	3.0" BB	85	
POI	Pin Oak	Quercus ellipsoidalis	3.0" BB	23	
RMI	Red Maple	Acer rubrum	3.0" BB	17	
SMI	Sugar Maple	Acer saccharum	1.5" BB	18	
SOI	Swamp White Oak	Quercus bicolor	3.0" BB	23	
WPI	White Pine	Pinus strobus	8' BB	33	
STREET TREES	COMMON NAME	BOTANICAL NAME	CONT	QTY	REMARKS
AE	American Elm	Ulmus americana	1.5" BB	13	
AL	American Linden	Tilia americana	1.5" BB	12	
HB	Common Hackberry	Celtis occidentalis	1.5" BB	13	
HL	Honey Locust	Gleditsia triacanthos var. inermis 'Impcoke'	1.5" BB	15	
RO	Red Oak	Quercus rubra	1.5" BB	12	
SM	Sugar Maple	Acer saccharum	1.5" BB	14	

NATIVE SEED MIX

NATIVE GRASSES

COMMON	SCIENTIFIC	lbs per acre
LITTLE BLUESTEM	ANDROPOGON SCOPARIUS	3
SIDEOATS GRAMA	BOUTELOUA CURTIPENDLA	3
PRAIRIE DROPSEED	SPORABOLUS HETEROLEPIS	1
BLUE GRAMA GRASS	BOUTELOUA GRACILIS	1
QUATRO SHEEP FESCUE	FESTUCA OVINA	30

98% PURITY

85% GERMINATION

SEEDING RATE: 38 LBS. PER ACRE

NATIVE WILDFLOWERS

COMMON	SCIENTIFIC	oz per acre
PURPLE PRAIRIE CLOVER	PETALOSTEMUM PURPUREUM	2
BLACK-EYED SUSAN	RUDBECKIA HIRTA	4
PRAIRIE BLAZING STAR	LIATRIS PYNOSTACHYA	2
COMMON MILKWEED	ASCLEPIAS SYRIACA	2
WILD BERGAMOT	MONARDA FISTULOSA	2

98% PURITY

85% GERMINATION

SEEDING RATE: .75 LBS. PER ACRE

LANDSCAPE ARCHITECT:

www.norbylandscape.com / (952) 361-0644



Norby Associates
Landscape Architects, LLC
100 E. 2nd St STE. 200 Chaska, MN 55318

CLIENT:

LENNAR

PROJECT LOCATION:



CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Kevin Norby

KEVIN NORBY REGISTRATION #: 20144

DATE

COPYRIGHT:

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LANDSCAPE PLAN

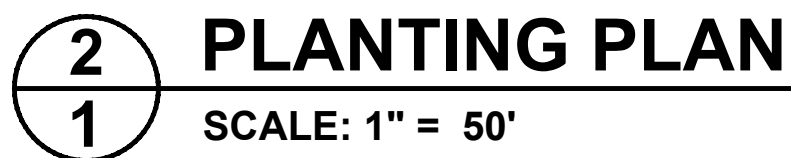
HIGHLANDS AT SETTLERS RIDGE

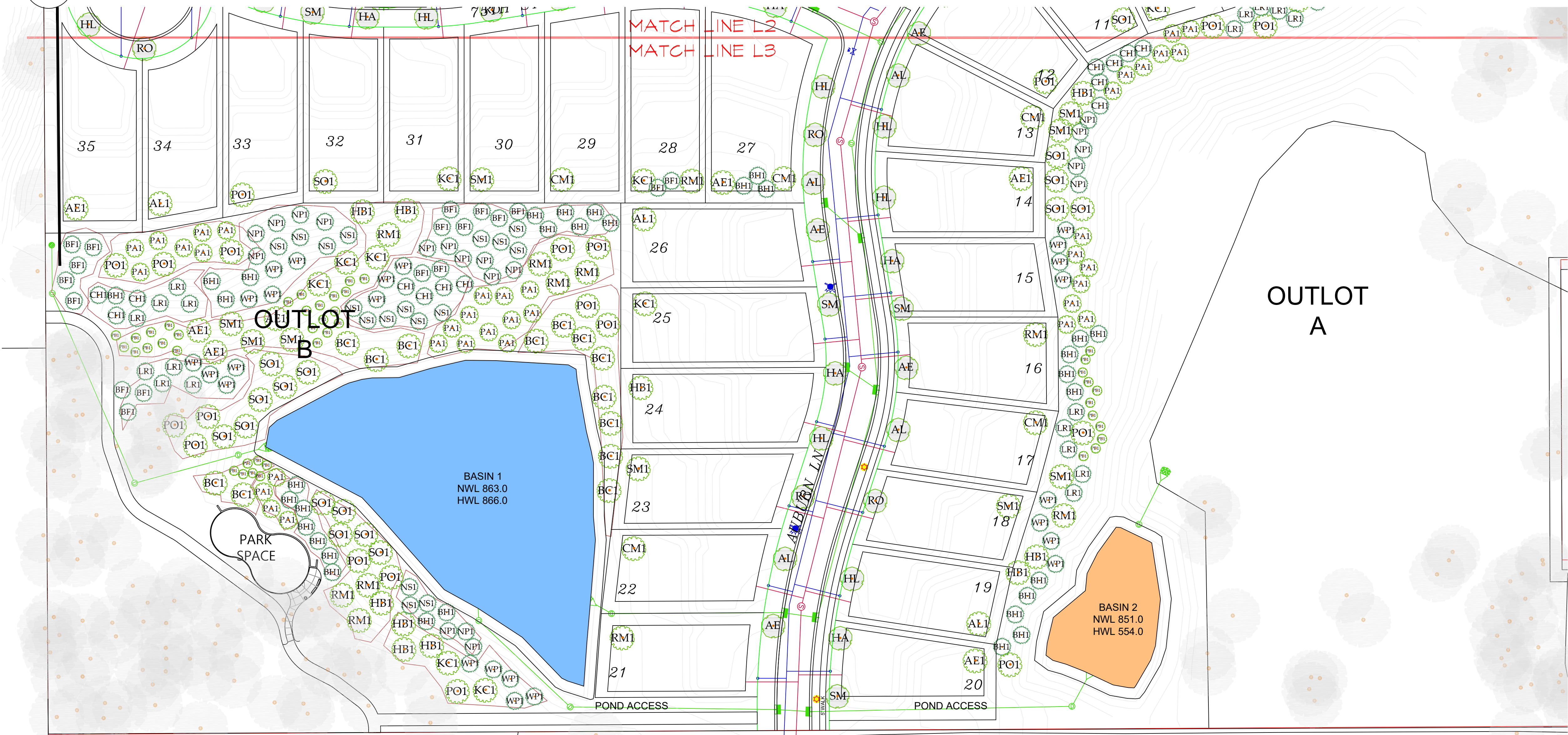
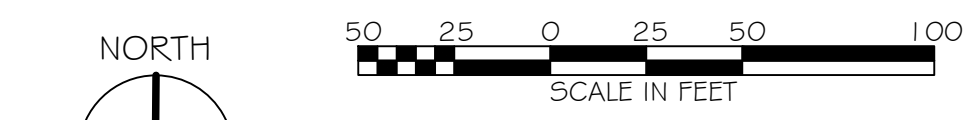
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RE-ISSUED: ---

REVISIONS:
BY: DATE: REMARKS:
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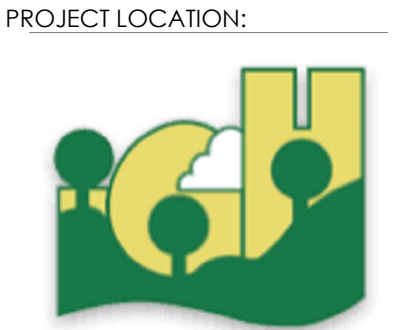
PROJECT #: --- CITY #: ---

L1 of 3





3
1 **PLANTING PLAN**
SCALE: 1" = 50'



CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
REGISTERED LANDSCAPE ARCHITECT UNDER
THE LAWS OF THE STATE OF MINNESOTA.

KEVIN NORBY REGISTRATION # 20144

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LANDSCAPE ARCHITECT, LLC.

LANDSCAPE PLAN
HIGHLANDS AT SETTLERS RIDGE

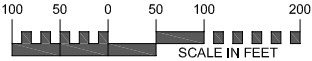
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MK	KN
ISSUED:	RE-ISSUED:
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REVISIONS:	
BY: DATE: REMARKS:	
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PROJECT #: --- CITY #: ---



	INCHES SAVED	TOTAL INCHES	INCHES REMOVED	Ratio	Replacement Inches
Class A	557.0	2534.5	1977.5	0.5	988.75
Class B	3365.0	10327.5	6962.5	1.0	6962.5
Class C	488.5	1099.0	610.5	1.0	610.5
TOTAL	4410.5	13961.0	9550.5		
Total Replacement Inchs =				8561.8	in

- ⊕ TREE - SAVED
- ☼ TREE - REMOVED
- ☼ TREE - REMOVED FOR TRAIL
- ⊕ TREE - OFFSITE



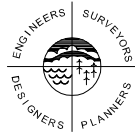
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DRAWING NAME	NO.	BY	DATE	REVISIONS
TREES.DWG				
DRAWN BY				
CAW				
CHECKED BY				
CAW				
DATE				
06/28/21				

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Charles A. Wiemerslage
CHARLES A. WIEMERSLAGE, P.E.
Date: 06/28/21 Lic. No. 49180

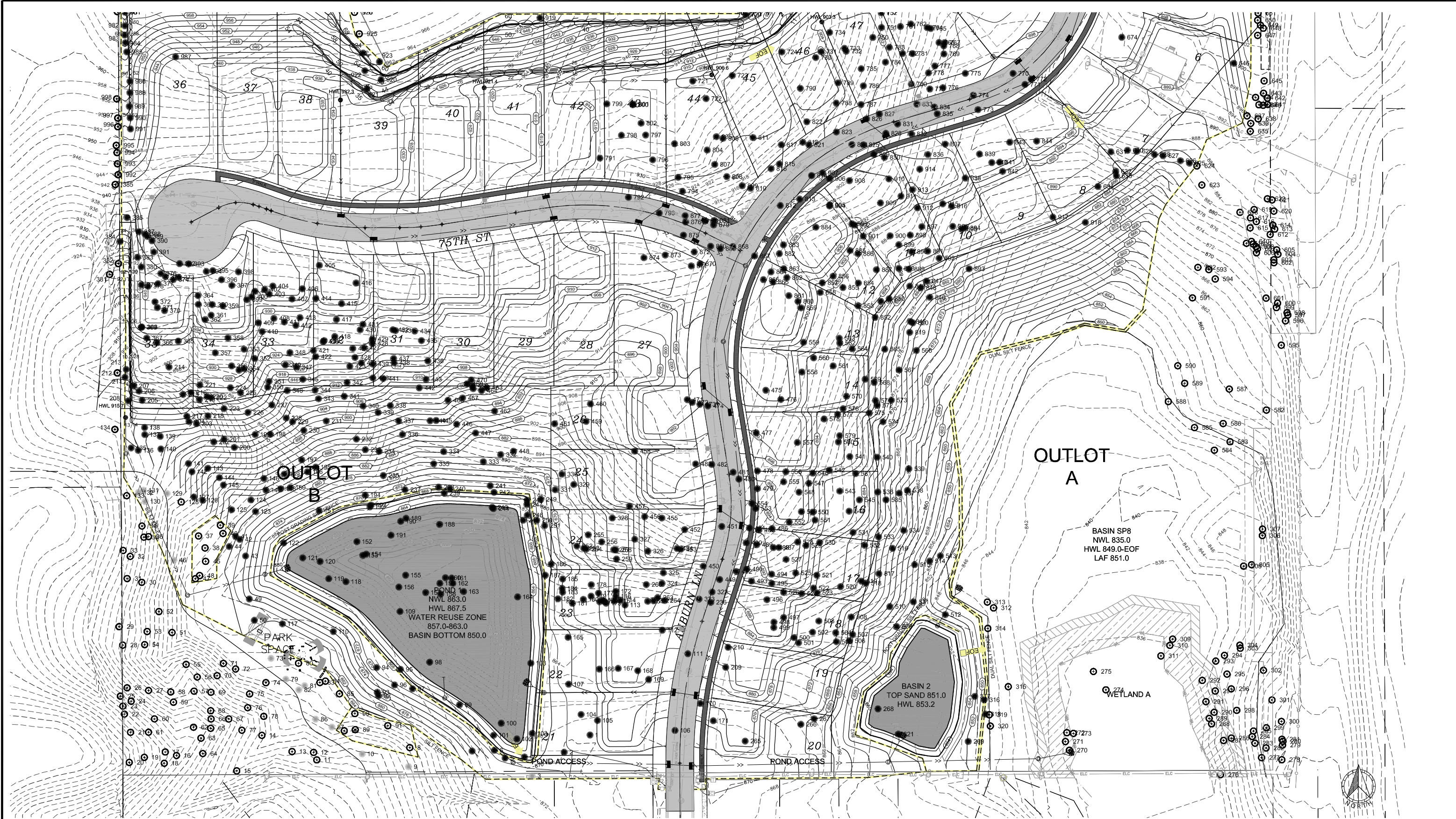


SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.
--
**INVER GROVE
HEIGHTS,
MINNESOTA**

TREE SURVEY
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
5401-685
TS1
TS5



EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

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TREES.DWG				
DRAWN BY				
CAW				
CHECKED BY				
CAW				
DATE				
06/28/21				

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Charles A. Wiemerslage
CHARLES A. WIEMERSLAGE, P.E.
Date: 06/28/21 Lic. No. 19180

ENGINEERS

SURVEYORS

DESIGNERS

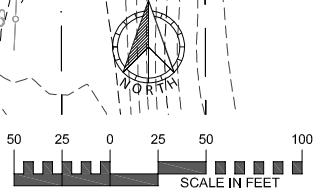
PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

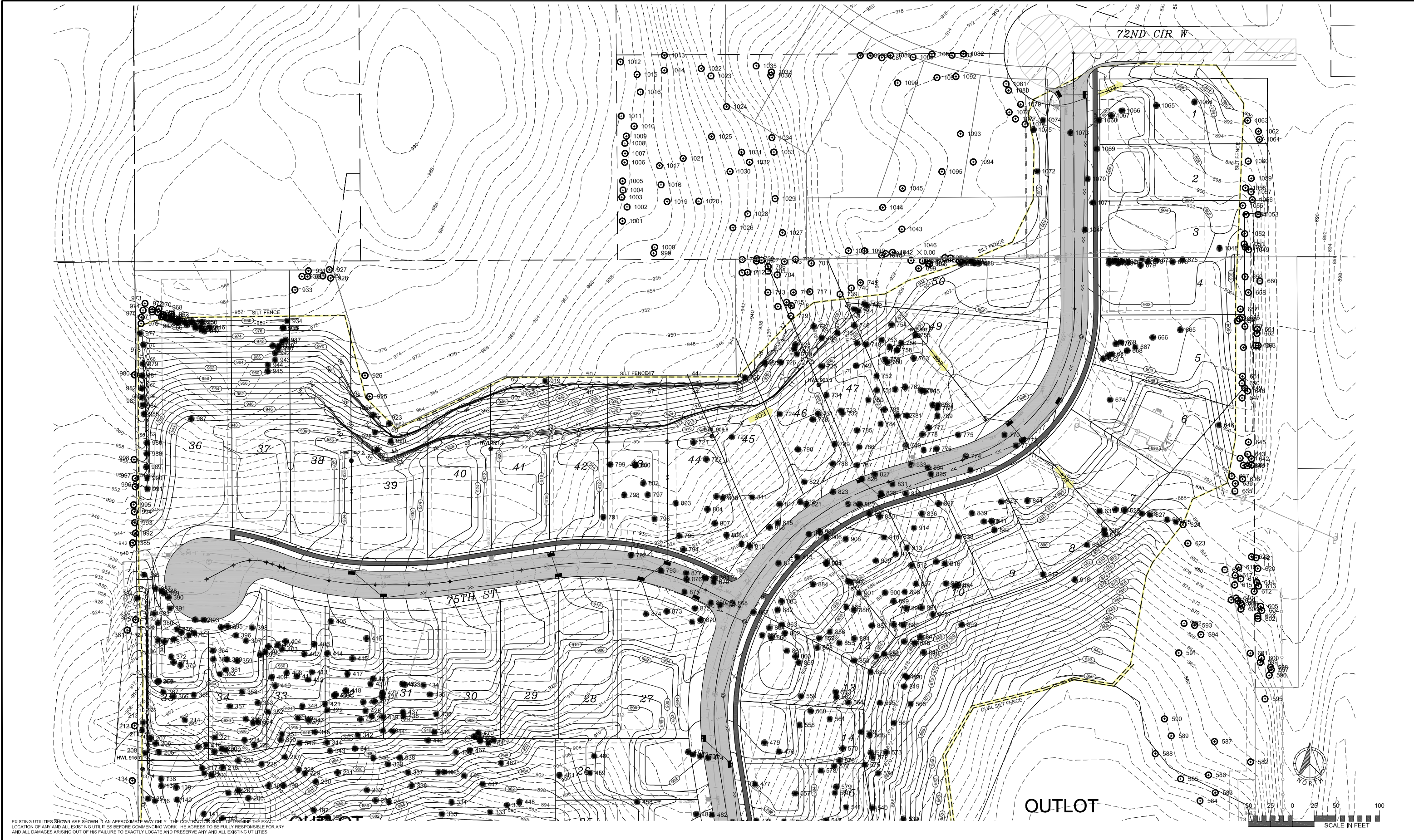
CITY PROJECT NO.
--
INVER GROVE HEIGHTS, MINNESOTA

TREE SURVEY
THE HIGHLANDS AT SETTLER'S RIDGE
LENNAR

FILE NO.
5401-685
TS2
TS5



PROJECT NAME AND NUMBER



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DRAWING NAME	NO.	BY	DATE	REVISIONS
TREES.DWG				
DRAWN BY				
CW				
CHECKED BY				
CW				
DATE				
06/28/21				

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Charles A. Wiemerslage
CHARLES A. WIEMERSLAGE, P.E.
Date: 06/28/21 Lic. No. 49180

ENGINEERS

SURVEYORS

DESIGNERS

PLANNERS

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

CITY PROJECT NO.	TREE SURVEY		FILE NO.
INVER GROVE HEIGHTS, MINNESOTA	THE HIGHLANDS AT SETTLER'S RIDGE		5401-685
	LENNAR		TS3
			TS5

PROJECT NAME AND NUMBER

[illegible]

		Class A saved	Class A cut	Class B saved	Class B cut	Class C saved	Class C cut
TAG #	SPECIES	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)
556	B Chy				12.5		
557	B Chy				9.5		
558	B Chy				15.5		
559	B Oak				23		
560	A Elm		8				
561	B Chy				18		
562	B Chy				10.5		
563	B Chy				11.5		
564	B Chy				21		
565	B Oak				23.5		
566	B Chy				13.5		
567	Hckyby				12.5		
568	B Chy				9		
569	B Chy				9		
570	B Chy				9.5		
571	B Oak				14.5		
572	B Oak				15.5		
573	B Oak				17.5		
574	B Chy				28		
575	B Oak				10		
576	B Oak				24		
577	A Elm			9.5			
578	B Chy				9.5		
579	A Elm			10.5			
580	B Oak					27.5	
581	Aspen		8				
582	A Elm	10.5					
583	B Chy			8			
584	A Elm	8.5					
585	B Chy			9			
586	B Chy			11			
587	A Elm	10					
588	A Elm	10.5					
589	S Elm	10.5					
590	S Elm	8					
591	A Elm	10.5					
592	S Pin			6.5			
593	S Pin			2			
594	S Pin			3.5			
595	B Oak			22			
596	B Oak			13			
597	B Oak			13			
598	B Oak			11			
599	B Oak			14.5			
600	B Oak			19			
601	Spnce			8.5			
602	B Oak			12			
603	B Oak			9.5			
604	B Oak			26			
605	B Oak			18			
606	R Pin			11			
607	R Pin			7			
608	R Pin			7			
609	R Pin			5			
610	R Pin			7			
611	R Ced			5			
612	B Oak			11			
613	B Oak			16			
614	B Oak			8			
615	R Pin			9.5			
616	B Oak			19			
617	B Oak			9			
618	B Oak			11			
619	R Oak			13			
620	B Oak			9			
621	B Oak			12			
622	B Oak			12			
623	Walnt			18.5			
624	Walnt			13.5			
625	Walnt				8		
626	Walnt				8.5		
627	Walnt				11.5		
628	Walnt				16.5		
629	Walnt				10		
630	Walnt				8.5		
631	Walnt				18		
632	A Elm		9.5				
633	A Elm		15				
634	A Elm		25				
635	B Oak					37.0	
636	B Oak			19			
637	B Oak			18.5			
638	B Oak			23			
639	R Oak			25.5			
640	B Oak			9			
641	A Elm		13.5				
642	B Oak			14.5			
643	R Oak					30.0	
644	R Oak			20			
645	R Oak			17.5			
646	Walnt			21			
647	R Oak			24			
648	B Oak			9.5			
649	B Oak			9			
650	B Oak			9			
651	B Oak			13.5			
652	B Oak			17			
653	B Oak			10			
654	A Elm		11				
655	B Oak			8			
656	R Oak			12			
657	B Oak			15			
658	R Oak			9.5			
659	B Oak			11			
660	R Oak			19			
661	R Oak			9			
662	A Elm		9.5				

		Class A saved	Class A cut	Class B saved	Class B cut	Class C saved	Class C cut
TAG #	SPECIES	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)
663	A Elm		11				
664	R Oak			8			
665	R Oak				12.5		
666	Pine				13		
667	Pine				11		
668	Pine				12		
669	Pine				13		
670	Spnce				5		
671	Pine				11.5		
672	Pine				12		
673	Pine				12		
674	G Ash				12.5		
675	Spnce				19		
676	Spnce				17		
677	Spnce				15		
678	Spnce				6		
679	Spnce				15		
680	B Chy				8		
681	Spnce				12		
682	Spnce				10.5		
683	Spnce				10.5		
684	Spnce				15		
685	Spnce				16		
686	Spnce				15		
687	Spnce				11.5		
688	Spnce				13.5		
689	Spnce				11		
690	Spnce				7		
691	Spnce				10		
692	Spnce				6		
694	Spnce				11		
695	Spnce				10		
696	A Elm		11				
697	Spnce			11.5			
698	Spnce			7.5			
699	A Elm		10				
700	Spnce			15.5			
701	B Oak					31.0	
702	R Oak			9			
703	R Oak			10			
704	R Oak			13.5			
705	R Oak			11.5			
706	R Oak			10.5			
707	R Oak			9.5			
708	R Oak			9.5			
709	R Oak			9.5			
710	R Oak			12			
711	R Oak			10			
712	R Oak			18			
713	R Oak			16.5			
714	B Chy			13.5			
715	R Oak			9			
716	R Oak			11			
717	B Chy			10			
718	R Oak			10			
719	R Oak			13.5			
720	R Oak				23		
721	B Oak				10		
722	B Oak					28.5	
723	B Oak				24		
724	R Oak				8		
725	Aspen			9			
726	Aspen			9			
727	Aspen			10			
728	Aspen			9.5			
729	R Oak				16.5		
730	B Chy				10		
731	R Oak				16.5		
732	B Oak				16		
733	B Oak				24		
734	B Oak				23		
735	R Oak				17		
736	P Bir				15		
737	R Oak				17		
738	R Oak				11		
739	R Oak			15			
740	B Chy		9.5	8			
741	S Elm						
742	A Elm			13.5			
743	R Oak				10		
744	B Chy				19		
745	A Elm			12			
746	B Chy				12		
747	B Chy				9		
748	R Oak				13.5		
749	B Chy				11.5		
750	B Oak				22		
751	A Elm			9.5			
752	B Chy				13		
753	R Oak				12		
754	A Elm			10			
755	R Oak				8		
756	G Ash				12		
757	B Chy				16		
758	B Oak				8		
759	B Chy				10		
760	B Chy				8.5		
761	B Oak				11		
762	A Elm			10.5			
763	R Oak				14.5		
764	R Oak				8		
765	B Chy				15.5		
766	B Chy				13		
767	B Chy				8.5		
768	B Chy				10		
769	S Elm			19			
770	S Elm			48			

TAG #	SPECIES	Class A saved	Class A cut	Class B saved	Class B cut	Class C saved	Class C cut
		Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)	Inches (DBH)
771	S Elm		9				
772	S Elm		9.5				
773	B Loc				12.5		
774	B Loc				17		
775	B Chy				24.5		
776	A Elm		9.5				
777	B Chy				11		
778	S Elm		8.5				
779	B Chy				16		
780	A Elm		8				
781	A Elm		9				
782	B Oak				19		
783	B Chy				9		
784	A Elm		10.5				
785	A Elm		15.5				
786	B Oak				20.5		
787	B Chy				8.5		
788	R Oak				15		
789	R Oak				14.5		
790	R Ced				3		
791	B Oak				12.5		
792	B Chy						42
793	Aspen		10.5				
794	B Oak				25		
795	B Oak				24		
796	B Chy				9.5		
797	B Chy				12		
798	B Chy				19.5		
799	B Oak				26		
800	B Chy				15.5		
801	B Chy				8.5		
802	B Chy				13		
803	B Oak				26		
804	B Oak				22.5		
805	R Oak				10.5		
806	R Oak				9.5		
807	B Oak				25		
808	A Elm		9				
809	B Oak				25.5		
810	A Elm		10.5				
811	B Chy				10.5		
812	B Chy				14		
813	A Elm		9				
814	B Oak				23		
815	B Oak				25		
816	B Chy				8		
817	R Oak				14		
818	R Oak				12		
819	B Oak				22		
820	A Elm		8				
821	Aspen		11				
822	B Chy				10		
823	Aspen		11				
824	B Oak				24		
825	B Chy				8.5		
826	A Elm		8.5				
827	B Oak				22		
828	B Chy				8		
829	B Oak				22		
830	B Oak				16		
831	B Chy				9		
832	A Elm		9.5				
833	A Elm		9				
834	B Chy				13		
835	B Chy				10		
836	A Elm		8				
837	B Oak						27.5
838	R Oak				15		
839	B Loc				12.5		
840	B Loc				8.5		
841	B Loc				17		
842	B Loc				9		
843	S Elm		8				
844	B Loc				14		
845	A Elm		10.5				
846	R Oak				15		
847	B Chy				12		
848	A Elm		8				
849	A Elm		9.5				
850	B Oak				17		
851	B Chy				10		
852	R Oak				14.5		
853	B Oak				20.5		
854	B Chy				10.5		
855	B Oak				24		
856	B Chy				8.5		
857	B Oak				26		
858	B Chy				8		
859	B Chy				12.5		
860	B Chy				16		
861	Aspen		9				
862	R Oak				17.5		
863	Aspen		9.5				
864	Aspen		10.5				
865	Aspen		10				
866	Aspen		8.5				
867	B Oak				22		
868	B Chy				8		
869	B Chy				11.5		
870	B Oak						33
871	B Oak				11		
872	B Chy				9.5		
873	B Oak				12		
874	R Oak				11.5		
875	B Chy				24		
876	B Oak				9.5		

From: [Heather Botten](#)
To: [Allan Hunting](#)
Subject: FW: US Home Corp - Highlands-Case NO. 21-48PUD
Date: Monday, July 19, 2021 9:28:59 AM
Attachments: [image001.png](#)

Comment for Highlands, I have not saved this in the electronic file.

From: jjacoby@pinebendpaving.com <jjacoby@pinebendpaving.com>

Sent: Tuesday, July 13, 2021 8:55 AM

To: Heather Botten <hbotten@ighmn.gov>

Subject: US Home Corp - Highlands-Case NO. 21-48PUD

Heather

I am hoping the City approves these plans and forwards to planning.

This development has made a great use of the properties and elevations of the land.

The quality of the homes and layout of the lots is the best one that Sue and I have been approached about.

Lennar has offered us the chance to maintain our privacy by turning most of the lots directly south and sloping/or placing walls to our existing grades.

As for the connection to 72nd Circle West, We weren't looking to give up any property, but realize we may be forced to someday.

By working with Lennar we feel we can avoid having to be developers in the future. (And avoid assessments in our retirement years)

Being in the construction industry myself, I cannot say enough about how well we were kept informed and treated by the Lennar.

A very organized and professional company.

Sincerely

Joe Jacoby



Joe Jacoby

President

P: 651-437-2333

F: 651-437-7960

jjacoby@pinebendpaving.com

<http://www.pinebendpaving.com>

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.

Heather Botten | Associate Planner

Tel: (651) 450-2569

City of Inver Grove Heights | 8150 Barbara Avenue | Inver Grove Heights | Minnesota |
55077

hbotten@ighmn.gov | www.ighmn.gov

From: [Peter Tonnessen](#)
To: [Kim Fox](#)
Cc: [Georgia Kortus-Moehnke](#); [Peter Tonnessen](#); [Peter Tonnessen](#); [Peter Tonnessen](#)
Subject: US HOME CORPORATION - HIGHLANDS CASE NO. 21-48PUD (21-49PUD??)
Date: Monday, August 02, 2021 3:36:57 PM

ATTN: Kim Fox

Georgia A. Kortus-Moehnke, Fee Owner of 7161 Robert Trail South, Parcel ID Number 20-65850-01-020, hereby OBJECTS to approval of US HOME CORP / HIGHLANDS - CASE NO. 21-48PUD (Item 3.02 on the Agenda for Wednesday, August 4, 2021) in its current form, and wishes to make the following points for now:

1. Ms. Kortus-Moehnke's property is on the northwest corner of Route 3 and the 72nd Street cul-de-sac and therefore is essentially adjacent to the Jacoby property.
2. If there is to be a Planned Unit Development along the lines of No. 21-48 (21-49??) then the 2.48 acres of 7161 Robert Trail South should be included in the PUD because Ms. Kortus-Moehnke's property is virtually identically situated to that proposed development as the Jacoby property, which is planned to give up about one (1) acre comprised of three lots along Route 3 and the extension of Auburn Lane connecting to the so-called 72nd Circle West.
3. Ms. Kortus-Moehnke's property will be greatly impacted by increased traffic since 72nd Street will no longer be just a cul-de-sac for three property owners but will now become the major northern egress and ingress for dozens of multi-car dwellings in the PUD.
4. The character of the immediate neighborhood will be radically changed by dozens of large, expensive houses on very small lots, and if that is to happen then Ms. Kortus-Moehnke should have the same opportunity for sub-dividing her land.
5. No one from US Home Corporation or Lennar, nor anyone else, has consulted with Ms. Kortus-Moehnke or me about this proposal.
6. The provisions of City Code Section 10-13A-2 and, in particular, Section 10-13A-3 demand that Ms. Kortus-Moehnke's property at 7161 Robert Trail South be included within the Planned Unit Development 21-48.

Until these points and other matters have been addressed, Ms. Kortus-Moehnke and I state that the Planning Commission is obliged to reject or at least defer action on the referenced PUD.

Ms. Kortus-Moehnke is a flight attendant who is currently away on a four-day trip that was scheduled last month, and therefore she will not be able to attend the meeting Wednesday night. I may be able to be there to represent her and myself. I have a written power of attorney from Ms. Kortus-Moehnke, and I also have an equitable interest of record in the property.

Sincerely,

/s/ Peter T. Tonnessen

Pete Tonnessen
3500 Hearthstone Drive
Fayetteville, AR 72764
pete012638@yahoo.com
(719) 338-7329

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: Consider Request for Approval of Rental Housing License

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	651-450-2491	Budget amendment requested	
Prepared by:	Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Heather Rand, Community Development Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The City Council is asked to consider approval of one (1) rental license.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license applications have been submitted:

6381 CROSBY AVENUE - OLIVIA ESTRELLA

The above application has been found to be complete. The application includes the necessary fee payment and the BCA background check. The City of Inver Grove Heights Police Chief/Designee has also reviewed and approve the license application.

RECOMMENDATION

Community Development staff recommends approval of the license listed above.



Request for Council Action

TITLE: CITY OF INVER GROVE HEIGHTS - SMALL AREA PLANS

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 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:

Review and take action to accept the two small area plans for areas located on the north and south sides of Hwy 55 along and near Argenta Trail and Yankee Doodle Road.

SUMMARY:

In fall of last year, the city hired Hoisington Koepler Group, Inc. to prepare two small area plans. The study area and need for the planning effort was based on a development application that was tabled for one project and property owner inquiries on land use changes for the other plan.

The consultant from HKGi, Bryan Harjes will present the findings of the plans at the council meeting.

ANALYSIS

- The plans were created based on input from landowners obtained through stakeholder engagement meetings, virtual small group discussion meetings, info provided on the website and meetings with Dakota County, MnDOT and City of Eagan.
- Conceptual land use plans were developed in these areas based on resident input.

RECOMMENDATION:

Planning Commission: Reviewed the plans on July 20 and found acceptable and supported the plans with no changes.

Attachments: Argenta Small Area Plan
South of Highway 55 Small Area Plan

INVER GROVE HEIGHTS

NORTHWEST SMALL AREA PLAN

DRAFT JULY, 2021



DRAFT





Existing conditions

ABOUT

IGH is conducting a small area study for the land bounded by Highway 55 on the south, Argenta Trail on the east, 70th Street on the north, and the Eagan border to the west. This area has partially developed over the last decade and seen significant changes with improvements to Argenta Trail and Highway 55. The area is also part of the Northwest Area of Inver Grove Heights that has seen gradual development since the beginning of the 2000s and extensive land use and infrastructure planning over the last two decades.



ACKNOWLEDGMENTS

City Council & Planning Commission

- Heather Rand - Community Development Director
- Allan Hunting - City Planner
- Tom Kaldunski - City Engineer

Consultants

- HKGI - Planning / Urban Design
- Bolton & Menk - Engineering Analysis
- Ehlers - Financial Analysis
- Marquette Advisors - Market Scan



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PROJECT OVERVIEW

Introduction

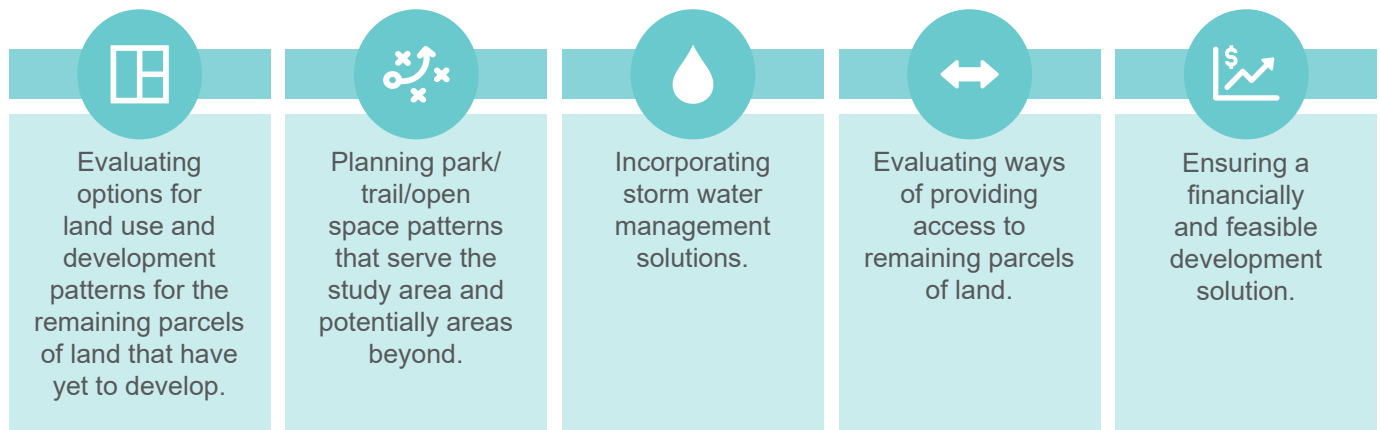
IGH is conducting a small area study for the land bounded by Highway 55 on the south, Argenta Trail on the east, 70th Street on the north, and the Eagan border to the west. This area has partially developed over the last decade and seen significant changes with improvements to Argenta Trail and Highway 55. The area is also part of the Northwest Area of Inver Grove Heights that has seen gradual development since the beginning of the 2000s and extensive land use and infrastructure planning over the last two decades.



Why Plan?

Purpose of the Small Area Plan

The elements and objectives of this small area study include:



Planning Process



Understand the Context

During this stage of the project a base of common understanding was built regarding existing land use and physical conditions, planned improvements, and an understanding of historical planning for the Northwest Area.



Confirm Project Objectives

This step involved responding to both the needs and wants of all involved parties, balancing opinions and perspectives on both variable/subjective and non-variable components. Multiple staff, stakeholder, and community engagement opportunities were tailored to receive feedback for consideration.



Explore Alternatives

The consulting team explored three alternative site plan concepts with differentiating focuses. Site plans were then evaluated based on access and circulation, infrastructure needs, land use impacts, and financial and market feasibility.



Converge on a Preferred Plan

The design team worked through a process to evaluate and converge on a preferred plan direction using feedback received for the three preliminary concepts.



Assemble the Master Plan

Based on the technical review of the alternatives and the engagement process a master plan report was prepared for consideration by the City of Inver Grove Heights.



Overview of Phase I Community Engagement

Social Pinpoint

In the beginning phases of the project, an interactive mapping tool was created to gather feedback from residents and stakeholders regarding their wants, needs, and concerns for existing conditions and future concepts.







BACKGROUND INFORMATION

Existing Conditions Maps

Existing Natural Resources

- Wetlands exist along 70th Street and in the southwest corner of the study area.
- Much of the undeveloped portions of the study area are heavily wooded.
- The City of Inver Grove Heights has acquired land for neighborhood park use between Argenta Trail and Argenta Court.



Figure 1. Existing Natural Resources

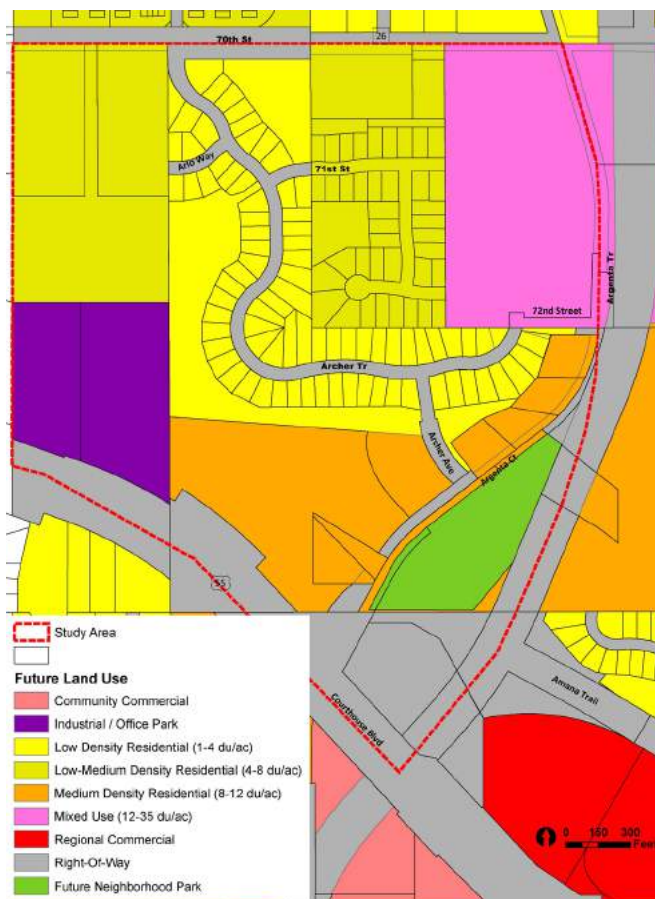


Figure 2. Future Land Use

Future Land Use

- Existing, planned land uses include:
 - Mixed Use (mix of commercial and residential uses ranging from 12-35 dwelling units/acre).
 - Medium Density Residential (densities ranging from 8-12 units per acre).
 - Low Density (1-4 units per acre) & Low-Medium Density Residential (4-8 units per acre).
 - Industrial uses.
 - A future neighborhood park is planned between Argenta Trail and Argenta Court.
- Future land uses for undeveloped parcels will be examined and determined through this planning study.

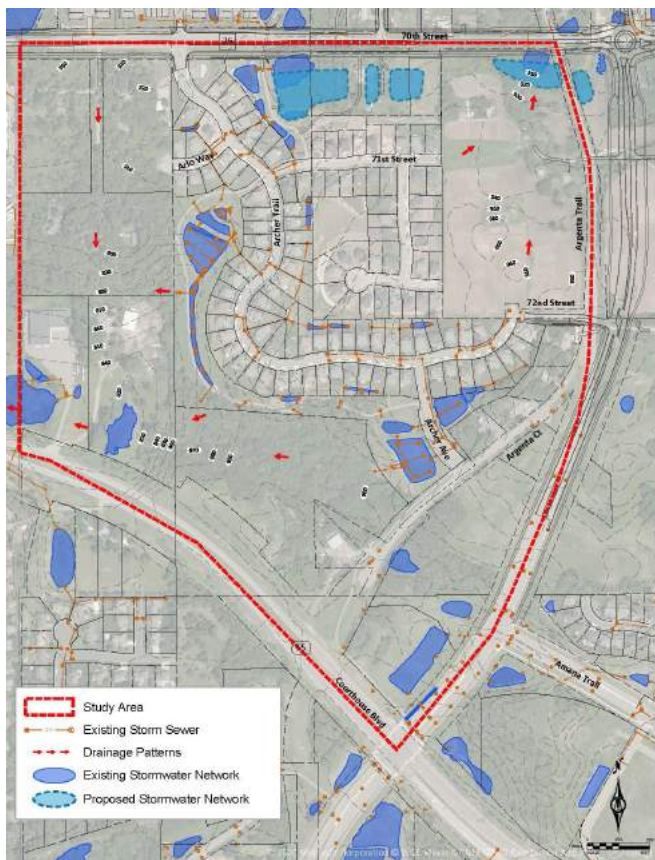


Figure 3. Stormwater

Existing Stormwater

- Existing stormwater treatment, both infiltration and detention basins have been constructed for the Blackstone Vista Neighborhood.
- Drainage for the undeveloped portions of the study area generally flow to the southwest.
- A regional stormwater infiltration facility is planned in the southwest portion of the study area in conjunction with an existing wetland complex.



Figure 4. Existing Site Slopes/Topography

Site Slopes/Topography

- Slopes ranging from 0% -40% exist in the southwestern portion of the site.
- Over 100' of grade change exists between the Blackstone Vista Neighborhood and the low areas in the southwest corner of the site.



Figure 5. Sanitary Sewer

Sanitary Sewer

- Comprehensive Sanitary Sewer Plan identifies framework for sanitary sewer service.
- Gravity sanitary sewer is available to:
 - Area east of Blackstone Vista 3rd Addition development.
 - Argenta Court.
- Lift station and force-main required to serve:
 - Area south and west of Blackstone Vista development.



Figure 6. Watermain

Water Main

- The City's Comprehensive Watermain Plan identifies the broader framework for watermain service in the study area.
- Watermain laterals are ready for extension east of the existing Blackstone Vista development.
- Future trunk watermain extension is required through the south and west portion of study area at the time of development for the undeveloped parcels.

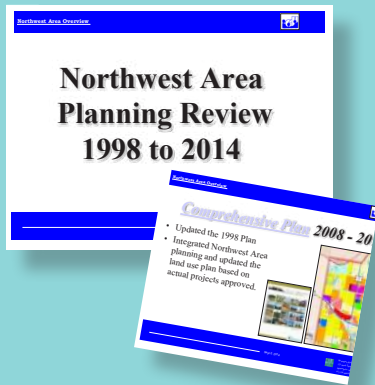


Figure 7. Transportation

Transportation

- Roadway improvements are planned for 70th Street and Argenta Trail in 2021/2022, including a round-a-bout at the intersection of 70th Street and Argenta Trail.
 - A full access intersection will exist at 70th Street and Archer Trail.
 - A $\frac{3}{4}$ access intersection will exist at 72nd Street and Argenta Trail.
 - A planned right-in/ right-out access is planned near the extension of 71st Street (ultimate location to be determined by development pattern).
- A future interchange is planned for the Argenta Trail & State Highway 55 intersection. This project is currently unfunded. A preliminary conceptual alignment for the on/off ramps is shown for reference only, future configuration of the interchange may vary.

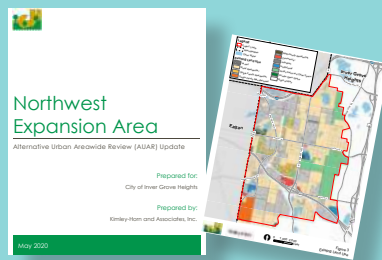
Related Background Documents



Historical Northwest Area Planning

This powerpoint presentation provides a brief overview of the history of all the planning work in the Northwest Area, including a pilot study in 2001, the hydrologic and hydraulic analysis work completed in 2004, infrastructure feasibility reports in 2005, the collector street study in 2012, and the City's Comprehensive Plan process. Additionally, this presentation provides highlights to development standards including planned unit development, setbacks, and open space preservation requirements.

(See the full presentation on the City's website by clicking [here](#))



IGH Alternative Urban Areawide Review (AUAR)

In 2020 an alternative urban areawide review process was completed to explore and better understand how different development scenarios could affect the environment in the community in the Northwest Expansion Area.

(See the full document on the City's website by clicking [here](#))

Market Scan



As part of the Small Area Planning effort a high-level market scan was conducted by Marquette Advisors to best understand desired land uses from a market perspective. Access challenges and steep topography were two primary considerations for limiting commercial and light industrial land uses in this area. Residential uses were recommended for the bulk of the study area with townhomes or single family housing identified for the Lone Oak Road/ 70th Street area, and townhomes or multi-family housing identified for the Schmidt + Triangle Rubbish site (longer-term redevelopment).





RECOMMENDATIONS

Introduction

As part of the planning process three concept alternatives were developed to evaluate potential future land use, transportation improvements, parks, trail and open spaces features, and overall utilities and infrastructure for the remaining undeveloped lands. These concepts also explored integration with the planned neighborhood park and potential phasing for redevelopment of certain parcels.

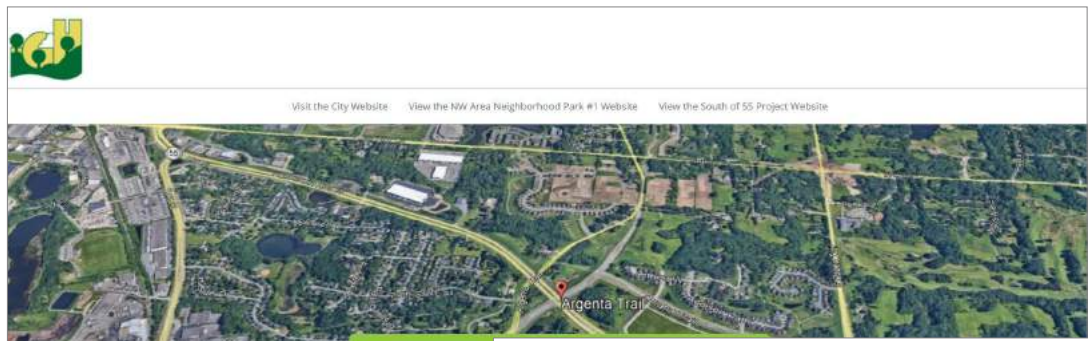


Stormwater infiltration basin and soft-surface trail precedent images

Overview of Phase II Community Engagement

Concept Exploration and Stakeholder Feedback

The following concepts represent the early ideas explored in the planning process. Each concept included varied approaches to land use and utility and infrastructure connections, and explored near-term and long-term access options anticipating a future interchange at Highway 55 and Argenta trail. Each concept was also ranked based on five categories including market readiness, financial feasibility, transportation improvements, utilities and infrastructure, and parks and open space features.



Visit the City Website View the NW Area Neighborhood Park #1 Website View the South of 55 Project Website

Argenta Trail

Inver Grove Heights

Project Overview

Download documents and read about the goals, objectives, and process of the study.

Project Location:



Purpose of the Study:

The elements and objectives of this small area study include:

- Evaluating options for land use and development patterns for the remaining parcels of land that have yet to develop.
- Planning park/travel/open space patterns that serve the study area and potentially areas beyond.
- Investigating storm water management solutions.
- Evaluating ways of providing access to remaining parcels of land.
- Ensuring a financially and feasible development solution.

Project Process:

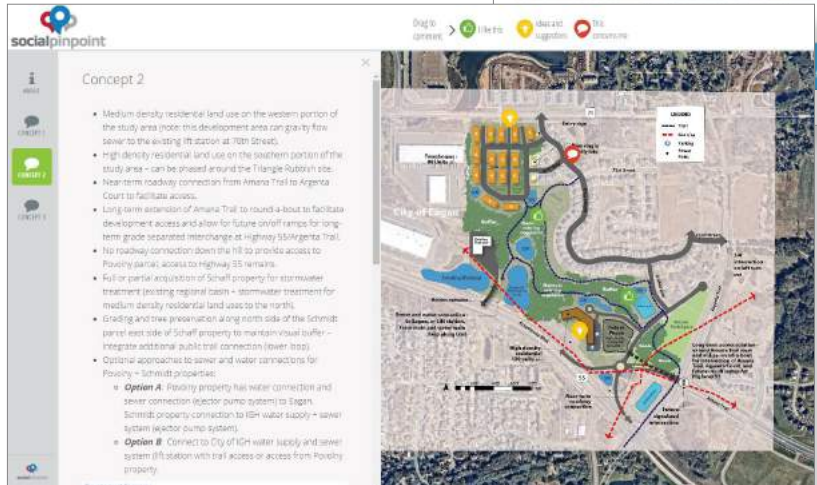
Understand the Context: We will begin by building a base of common understanding including existing land use and physical conditions, planned improvements, and an understanding of historical planning for the Northwest Area.

Collect Project Objectives: Responding to both the needs and wants of all involved parties, balancing opinions and perspectives in both variable/subjective and non-variable components. Multiple staff, stakeholder, and community engagement opportunities will be utilized to receive feedback for consideration.

Explore Alternatives: The consulting team will explore up to three alternative site plan concepts with differentiating focuses. Site plans will be evaluated based on access and circulation, infrastructure needs, land use impacts, and financial and market feasibility.

Converge on a Preferred Plan: We will work through a process to evaluate and converge on a preferred plan direction.

Assemble the Master Plan: Based on the technical review of the alternatives and the engagement process a master plan report will be prepared for consideration by the City of Inver Grove Heights.



socialpinpoint

Concept 2

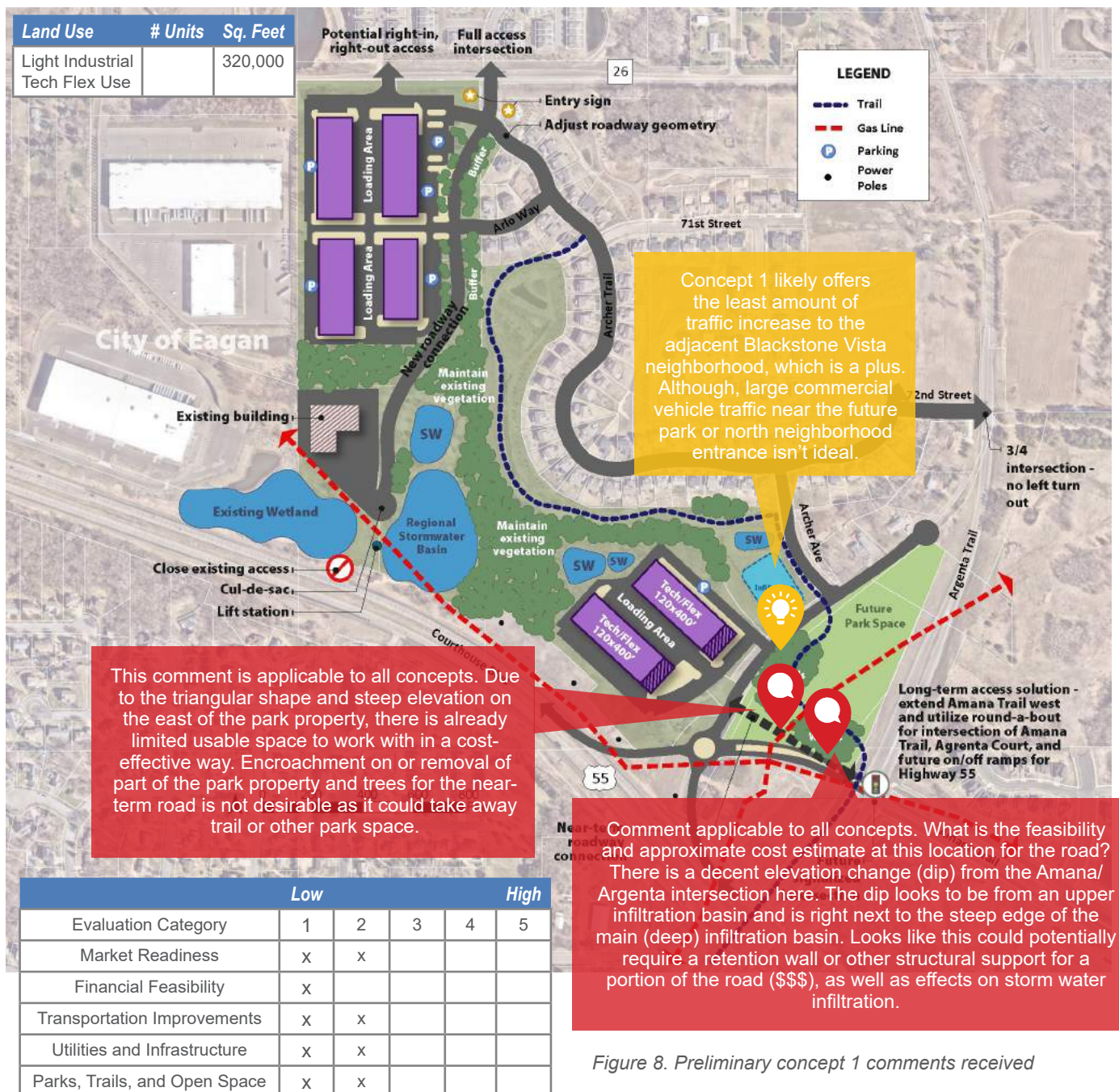
- Medium density residential land use on the western portion of the study area (note: this development area can gravity flow sewer to the existing lift station at 70th Street).
- High density residential land use on the southern portion of the study area - can be phased around the Triangle Rubbish site.
- Near-term roadway connection from Argenta Trail to Argenta Court to facilitate access.
- Long-term extension of Argenta Trail to round-a-bout to facilitate development access and allow for future on/off ramps for long-term grade separated interchange at Highway 55/Argenta Trail.
- No roadway connection down the hill to provide access to Poverty parking access to Highway 55 remains.
- Full or partial acquisition of Schiff property for stormwater treatment (existing regional basin + stormwater treatment for medium density residential land uses to the north).
- Grading and tree preservation along north side of the Schmidt parcel east side of Schiff property to maintain visual buffer - integrate additional public trail connection (lower loop).
- Optional approaches to sewer and water connections for Poverty - Schmidt properties:
 - **Option A:** Existing property has water connection and sewer connection (sewer pump system) to Eggen Schmidt property connection to lift water supply - sewer system (sewer pump system).
 - **Option B:** Connect to City of IGH water supply and sewer system lift station with trail access or access from Poverty property.

Development Summary

A second round of stakeholder meetings were conducted to evaluate the concepts. The information from these meetings was utilized to refine the ideas into a preferred direction for the small area plan. Each concept on the following pages represents the feedback collected from the online platform and comments from the stakeholder meeting sessions.

Concept 1

- Light industrial / tech flex uses proposed for western and southern development zones.
- Near-term roadway connection from Amana Trail to Argenta Court to facilitate access.
- Long-term extension of Amana Trail to round-a-bout to facilitate development access and allow for future on/off ramps for long-term grade separated interchange at Highway 55/Argenta Trail.
- New roadway connection down hillside from 70th Street to serve the Povolny property combined with access closure on Highway 55.
- Full or partial acquisition of Schaff property for stormwater treatment (existing regional basin + stormwater treatment for light industrial / tech-flex use to the north).
- Grading and tree preservation along north side of the Schmidt parcel east side of Schaff property to maintain visual buffer.



Concept 2

- Medium density residential land use on the western portion of the study area (note: this development area can gravity flow sewer to the existing lift station at 70th Street).
- High density residential land use on the southern portion of the study area – can be phased around the Triangle Rubbish site.
- Near-term roadway connection from Amana Trail to Argenta Court to facilitate access.
- Long-term extension of Amana Trail to round-a-bout to facilitate development access and allow for future on/off ramps for long-term grade separated interchange at Highway 55/Argenta Trail.
- No roadway connection down the hill to provide access to Povolny parcel, access to Highway 55 remains.
- Full or partial acquisition of Schaff property for stormwater treatment (existing regional basin + stormwater treatment for medium density residential land uses to the north).
- Grading and tree preservation along north side of the Schmidt parcel east side of Schaff property to maintain visual buffer – integrate additional public trail connection (lower loop).
- Optional approaches to sewer and water connections for Povolny + Schmidt properties:
 - Option A: Povolny property has water connection and sewer connection (ejector pump system) to Eagan, Schmidt property connection to IGH water supply + sewer system (ejector pump system).
 - Option B: Connect to City of IGH water supply and sewer system (lift station with trail access or access from Povolny property).

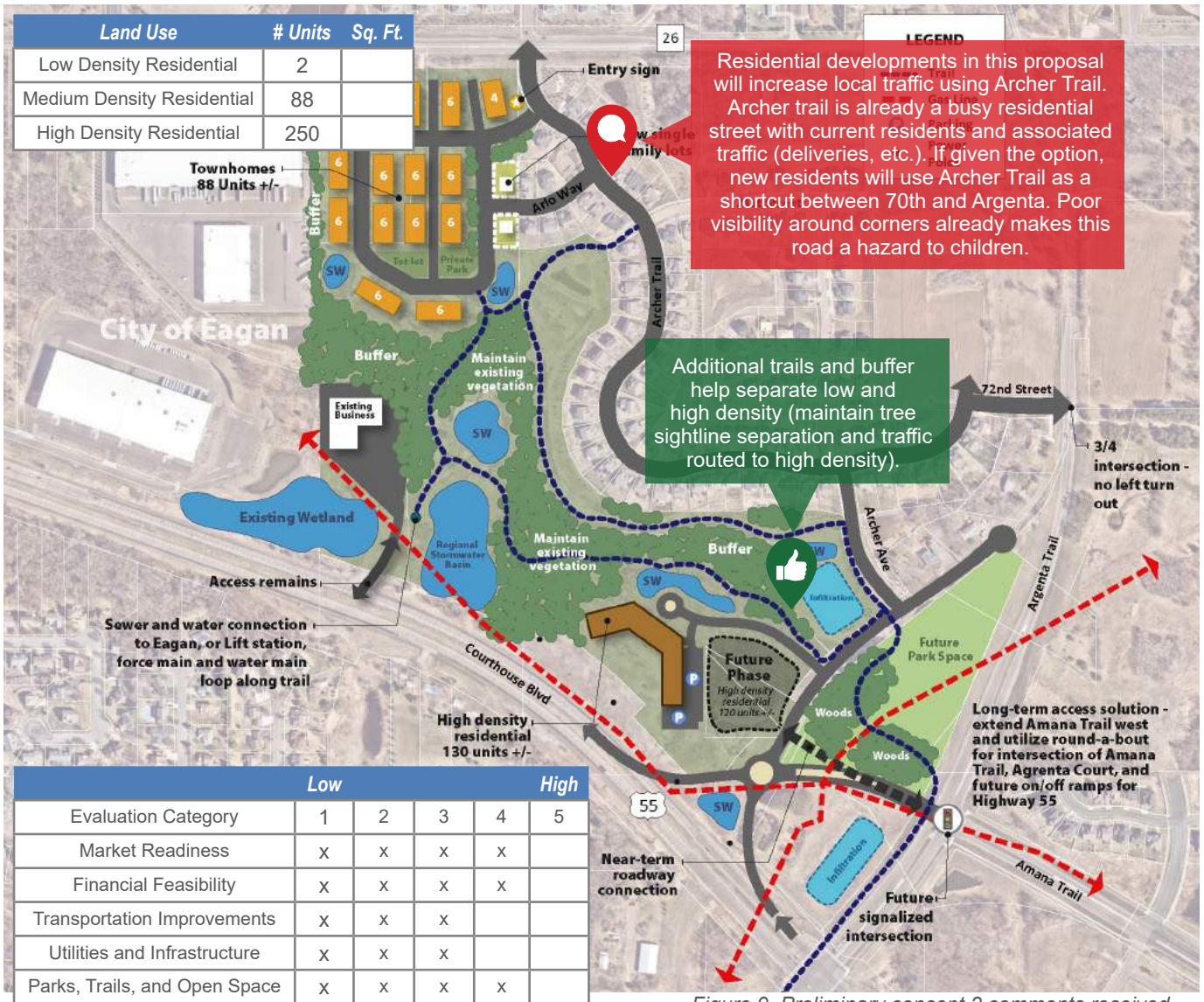


Figure 9. Preliminary concept 2 comments received

Concept 3

- Light industrial / tech flex uses proposed for western development areas + additional single-family lots.
- High density residential for the southern development area (can be phased around Triangle Rubbish site).
- Near-term roadway connection from Amana Trail to Argenta Court.
- Long-term extension of Amana Trail to round-a-bout to facilitate development access and allow for future on/off ramps for long-term grade separated interchange at Highway 55/Argenta Trail.
- New roadway connection down hillside from 70th Street to serve the Povolny + Schaff property combined with access closure on Highway 55.
- Partial acquisition of Schaff property for stormwater treatment (existing regional basin).
- Grading and tree preservation along north side of the Schmidt parcel east side of Schaff property to maintain visual buffer.

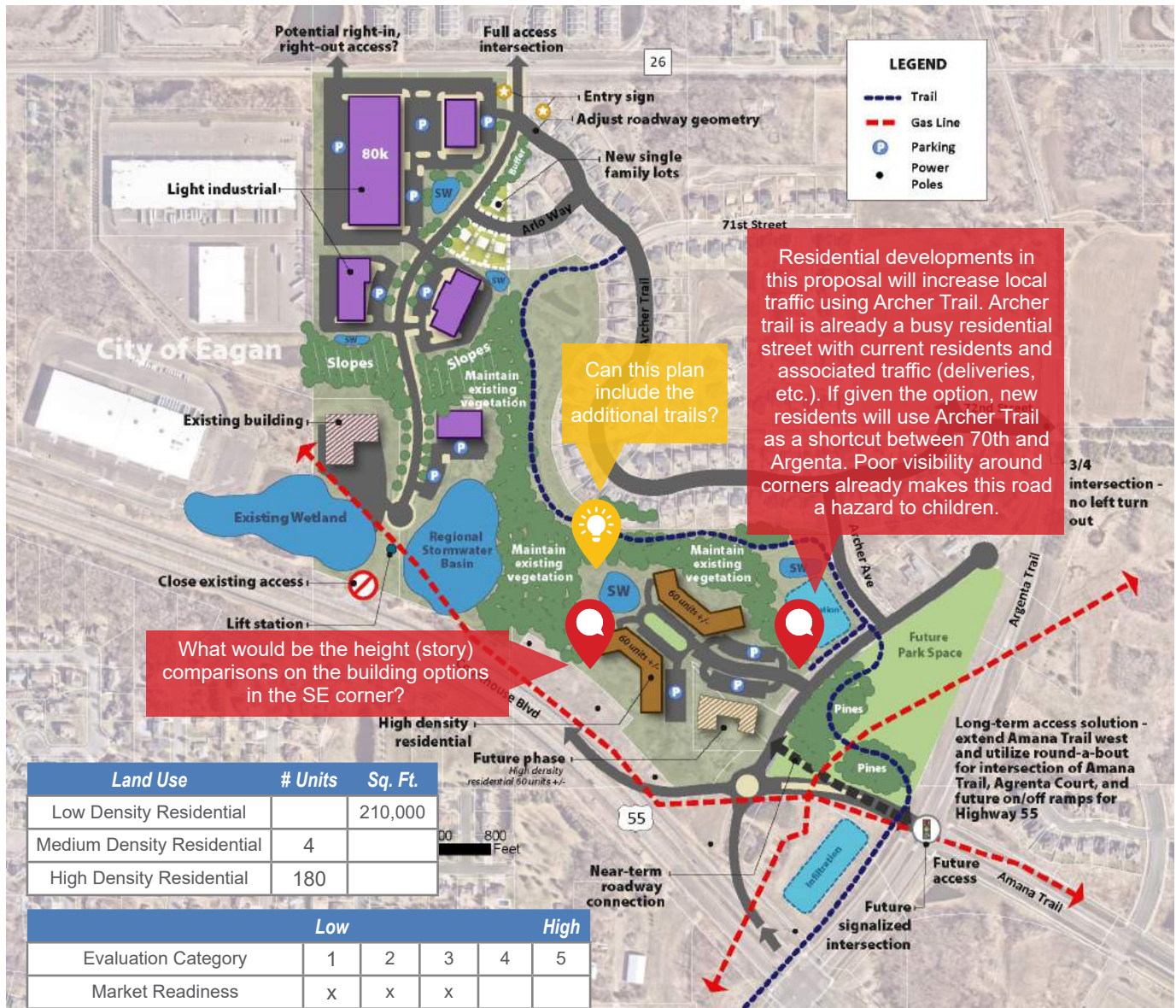


Figure 10. Preliminary concept 3 comments received



Proposed road improvements



Apartment complex



Stormwater treatment as an amenity



Medium density residential - townhome, rowhouse

Preferred NW Argenta Small Area Plan

Based on the direction from the stakeholder engagement process, utilities, and infrastructure analysis the following plan is recommended for the NW Argenta Small Area Plan. The following subsections of the small area plan go into greater detail on proposed land uses, parks/trails/open space + stormwater treatment, transportation, and utilities and infrastructure. Three distinct geographic areas are identified to help illustrate the proposed recommendations, they include:

Lone Oak Road/ 70th Street Area

Low density residential land use guidance that integrates with the neighboring single family development pattern of the Blackstone Vista development and can be served by gravity flow sewer to the existing lift station along Lone Oak Road/ 70th Street.

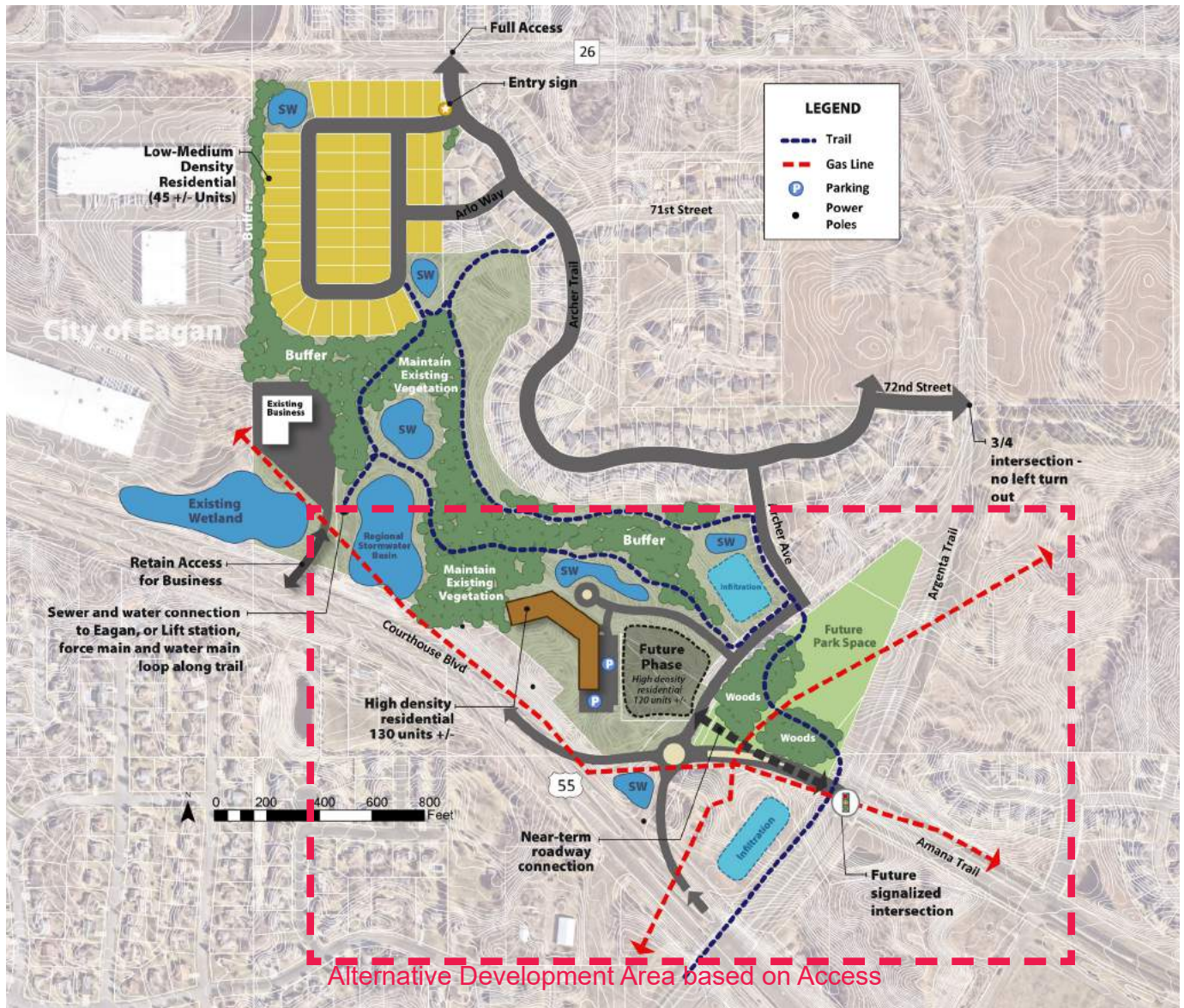
Povolny + Schaaf Parcel

Retention of the industrial use on the Povolny property and a transition to open space land use for the Schaaf parcel as much of the property is occupied by a regional infiltration basin for the Northwest Area stormwater treatment. Additionally, an expanded joint powers agreement (JPA) with the City of Eagan is recommended to provide municipal sewer and water (as well as fire protection) to the industrial use on the Povolny property. Access from Highway 55 is anticipated to remain for this business as steep topography creates extraordinary costs for any potential road connection and the connection would be in conflict with surrounding land uses.

Schmidt Parcel + Triangle Rubbish Site

High density residential land use guidance that allows for appropriate density to offset trunk utility and infrastructure costs and is combined with a new access to Argenta Trail by way of the extension of Amana Trail to the west. The plan anticipates the transition of the Triangle Rubbish site over time to a high density residential use, but will be dependent on property owner desires.

Preferred Development Concept



Alternative Development Area based on Access

Figure 11. Preferred Development Concept

Development Summary

Preferred Development Concept

Land Use	# Units	Sq. Ft.
Low Density Residential	45 +/-	
Medium Density Residential		
High Density Residential	130+/-	

Alternative Development Area

Land Use	# Units	Sq. Ft.
Low Density Residential	45 +/-	
Medium Density Residential	36 +/-	
High Density Residential		



Figure 12. Alternative Development Area



LAND USE DEFINITIONS

Low Density Residential (1-4 du/ac) - Traditional, detached single family homes.

Low-Medium Density Residential (4-8 du/ac) - Small lot single-family homes, rowhouses, or townhomes (side-oriented attached housing).

Medium Density Residential (8-12 du/ac) - Duplex, triplex, rowhouse, or townhome side by side oriented attached housing.

High Density Residential - Apartment housing, cottage or modern style, 3-4 levels with underground parking for residents.

Mixed Use (12-35 du/ac) - Combination of commercial, office, public, or higher density residential in a horizontal or vertical mix of uses.

Industrial/Office Park - Tech flex, light industrial, warehouse and office park.

Park/Open Space/Stormwater - Active and passive park space with stormwater elements.

Proposed Land Uses

Proposed land uses for the study area include shifting to Low Density Residential land use (1-4 units/ acre) for the three large lot residential lots near Lone Oak Road/ 70th Street, transitioning to High Density Residential land uses for the Schmidt and Triangle Rubbish parcels (12-24 units/ acre), maintaining industrial land uses for the Povolny parcel, and converting the Schaaf property to Open Space land use for sub-regional stormwater treatment.

Access conditions and adjacencies helped to drive the recommendations of this plan for land use and corresponding access. In the northwest portion of the study area, all access to Lone Oak Road/ 70th Street is provided at the Archer Trail intersection, and any future development will need to utilize this access point. Medium density residential densities were explored in this area, but ultimately the neighborhood feedback resulted in a similar single-family residential pattern that would connect new roadways for planned development to Archer Avenue and Arlo Way to create an extension of the similar development pattern.

The small area plan also recommends High Density Residential land use for the Schmidt and Triangle Rubbish site. However, this is tied to securing access to Argenta Trail from a proposed extension of Amana Trail. Through the planning process and meetings with Dakota County Transportation (jurisdiction on Argenta Trail), the County indicated they will be updating the Regional Visioning Study for Argenta Trail in Q3 & Q4 of 2021 and final determination on access availability with a roadway connection to Amana Trail will be determined as part of this study. Should access not be allowed, the Small Area Plan recommends reverting back to the existing underlying land use of Medium Density Residential with a density range of 8-12 units per acre, as this traffic will need to circulate north to Archer Avenue, Archer Trail and exit the development area at 72nd Street.



Low density residential



Medium density residential - townhome/rowhouse



High density residential complex with private parking underneath

Preferred Land Use Plan

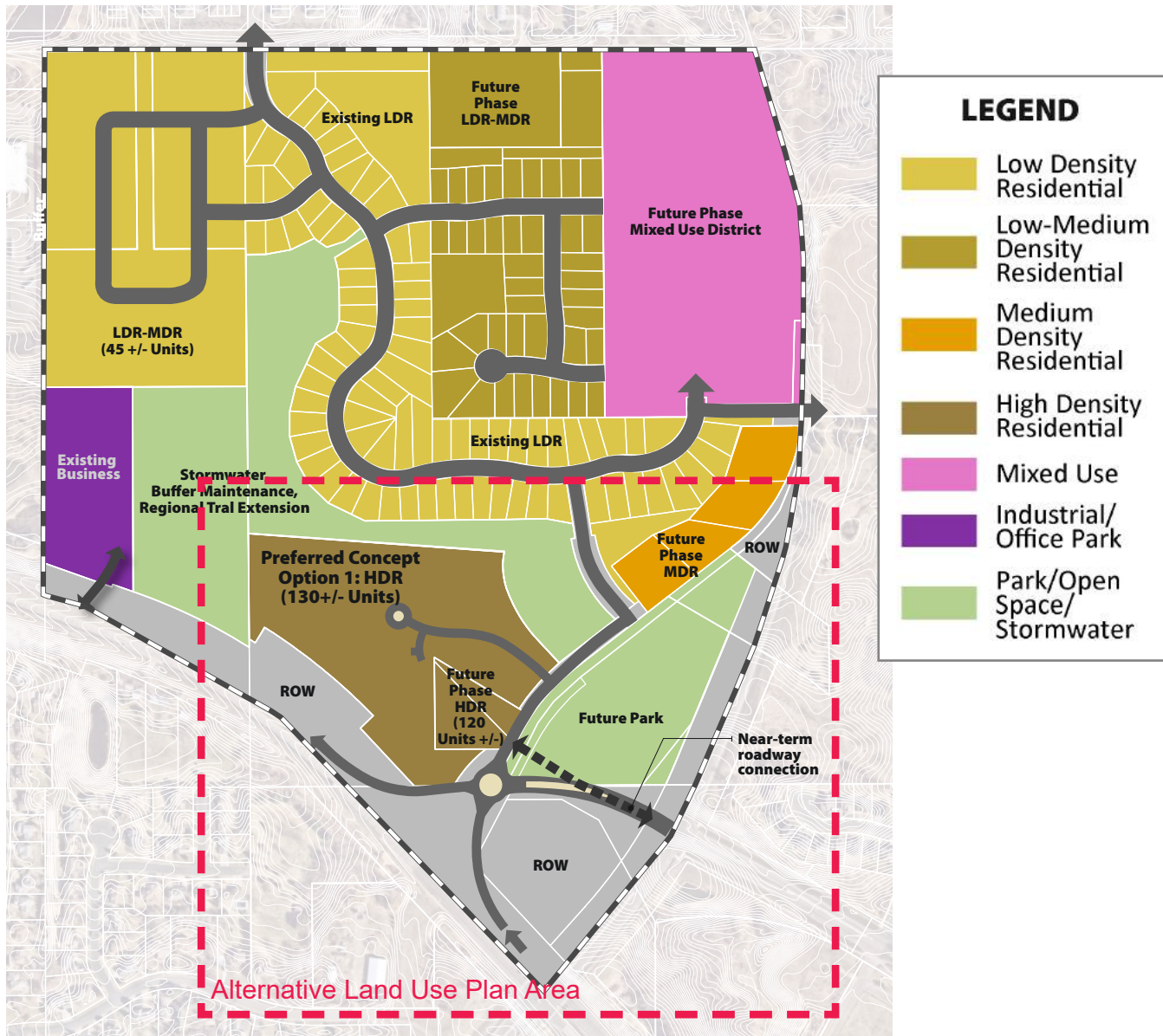


Figure 13. Preferred Land Use Plan



Modern apartment housing with stormwater treatment as a recreational amenity

Alternative Land Use Plan

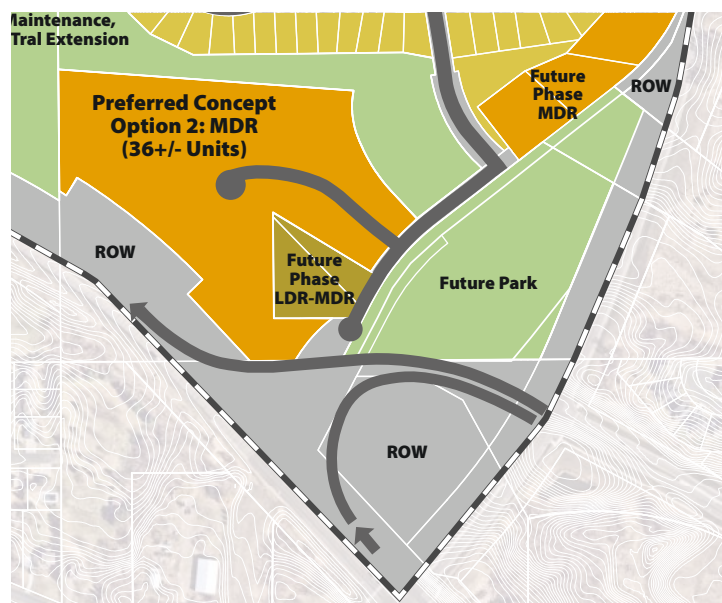


Figure 14. Alternative Land Use Plan



Trail through woodland



Tree line buffers help separate land uses



Boulevard streetscape, sidewalk amenities, and stormwater improvements



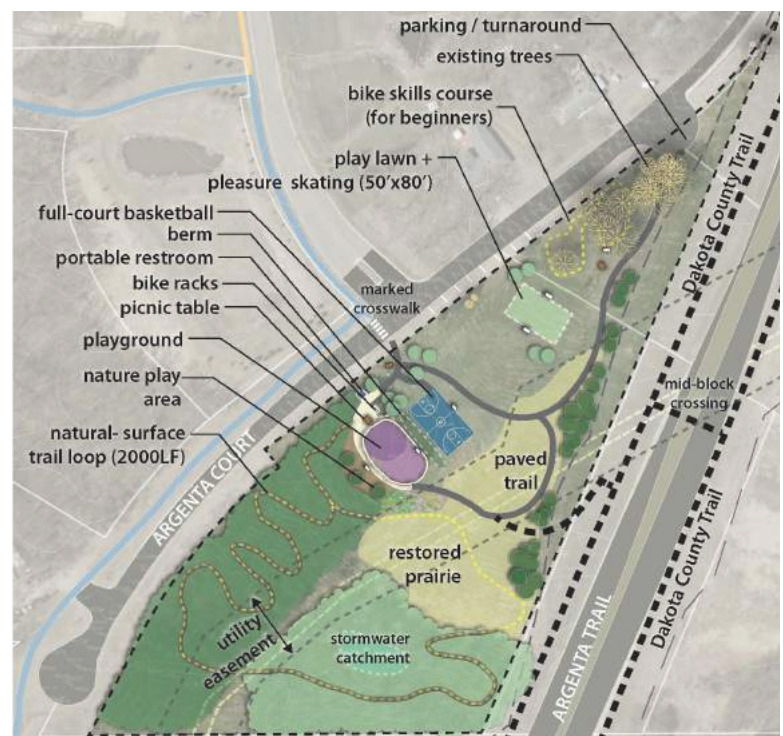
Infiltration basin

Proposed Park/Trail/Open Space + Stormwater Treatment Improvements

The NW Argenta Small Area Study is concurrent with the development of a new neighborhood park on the former Peltier property. The park space is currently in development and is currently anticipated to be constructed in 2021. Park features will include a playground, basketball court, loop trails and trail connections, and mountain bike skills courses for youth and adults.

Additionally, a lower loop trail is planned to create a secondary walking loop linking new developments to the neighborhood park. The existing trail adjacent to the Blackstone Vista neighborhood is situated roughly 20' – 30' higher in elevation than the proposed lower loop trail. The wooded area between the trails is intended to remain as undisturbed woodlands to preserve a buffer between the existing single family residential and any new development.

Portions of the stormwater treatment for development is provided on site for each development area, and the regional infiltration basin on the Schaaf property will be utilized for infiltration for the broader subarea. Portions of the development area along Lone Oak Road/70th Street will drain to the northwest and additional stormwater treatment will be needed in the northwest corner of the development area.



NW Area Neighborhood Park #1 schematic design concept

Proposed Park, Trail and Open Space + Stormwater Plan



Figure 15. Proposed Concept for Park, Trail and Open Space + Stormwater Plan

Alternative Concept

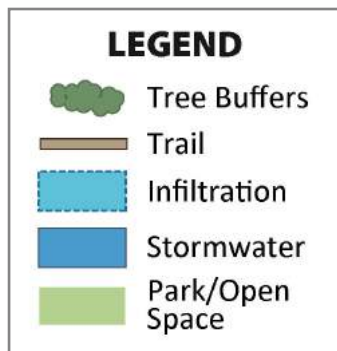


Figure 16. Alternative Concept for Park, Trail and Open Space + Stormwater Plan

Proposed Transportation System Improvements

Lone Oak Road/ 70th Street

The planned upgrades for the Lone Oak Road/ 70th Street corridor have identified the Archer Trail intersection as the primary access point with full turning movements. The three large lot parcels that occupy this area would need to gain access to Archer Trail through the Blackstone Vista Homeowners Association lot and as well as connect with Arlo way to provide multiple points of access to the proposed development.

Povolny + Schaaf Parcels

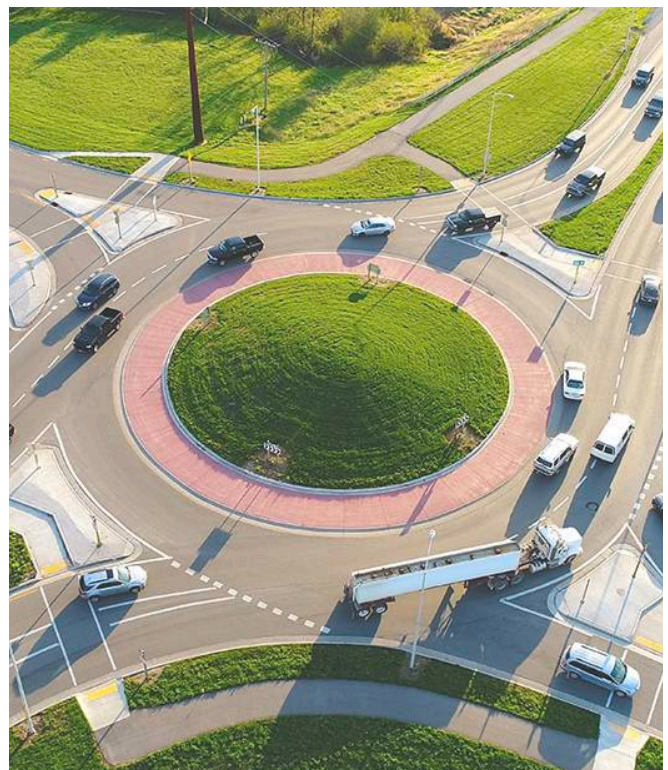
Direct access to the Povolny and Schaaf properties is intended to remain from Highway 55. The Small Area Plan analyzed options for potential roadway connections to Lone Oak Road/ 70th Street. The steep grade and overall grade change (nearly 70 feet) creates a challenge to provide any other access to these parcels. Additionally, the tractor trailer traffic to these uses would create a conflict with the existing and proposed residential uses in this area.

Schmidt + Triangle Rubbish Parcels

One of the primary objectives for the small area planning effort was to identify ways in which the surrounding undeveloped lands could develop without severely impacting the existing Blackstone Vista neighborhood with increased traffic on the steep, turning roadways. Key to this was the potential development of the Schmidt parcel and finding alternative access to this site so additional traffic would not have to drive through the neighborhood to gain access to Argenta Trail at 72nd Street.

Consulting engineers, Bolton & Menk conducted a preliminary analysis of both a near and long-term solution to gain access to the Schmidt parcel via the extension of Amana trail to the west. Conceptual designs explored how a minimal roadway connection could be built in the near-term to allow access to the Schmidt and Triangle Rubbish parcel, as well as how this access could be maintained in the future should the Highway 55 and Argenta Trail intersection be converted into a grade separated interchange.

In review meetings with Dakota County Transportation, County staff had concerns over the connection due to the tight spacing between the Argenta Trail/ Amana Trail intersection and the busy Highway 55/ Argenta Trail intersection. Dakota County staff indicated they will be embarking on planning process to update the Regional Visioning Study for the Argenta Trail corridor in Q3 and Q4 of 2021 to better understand the potential access points for the entire corridor from Interstate 494, south through Inver Grove Heights. This planning effort will ultimately guide whether or not access can be achieved at the Amana Trail/ Argenta Trail intersection. The City of Inver Grove Heights is anticipated to be an active participant in the planning process. The City of Inver Grove Heights staff and consulting team believe this location can accommodate the access and still maintain the roadway operations on for Argenta Trail and the Argenta Trail/ Highway 55 intersection in both the near-term at-grade intersection and the long-term grade-separated interchange.



Roundabout

Proposed Transportation Plan

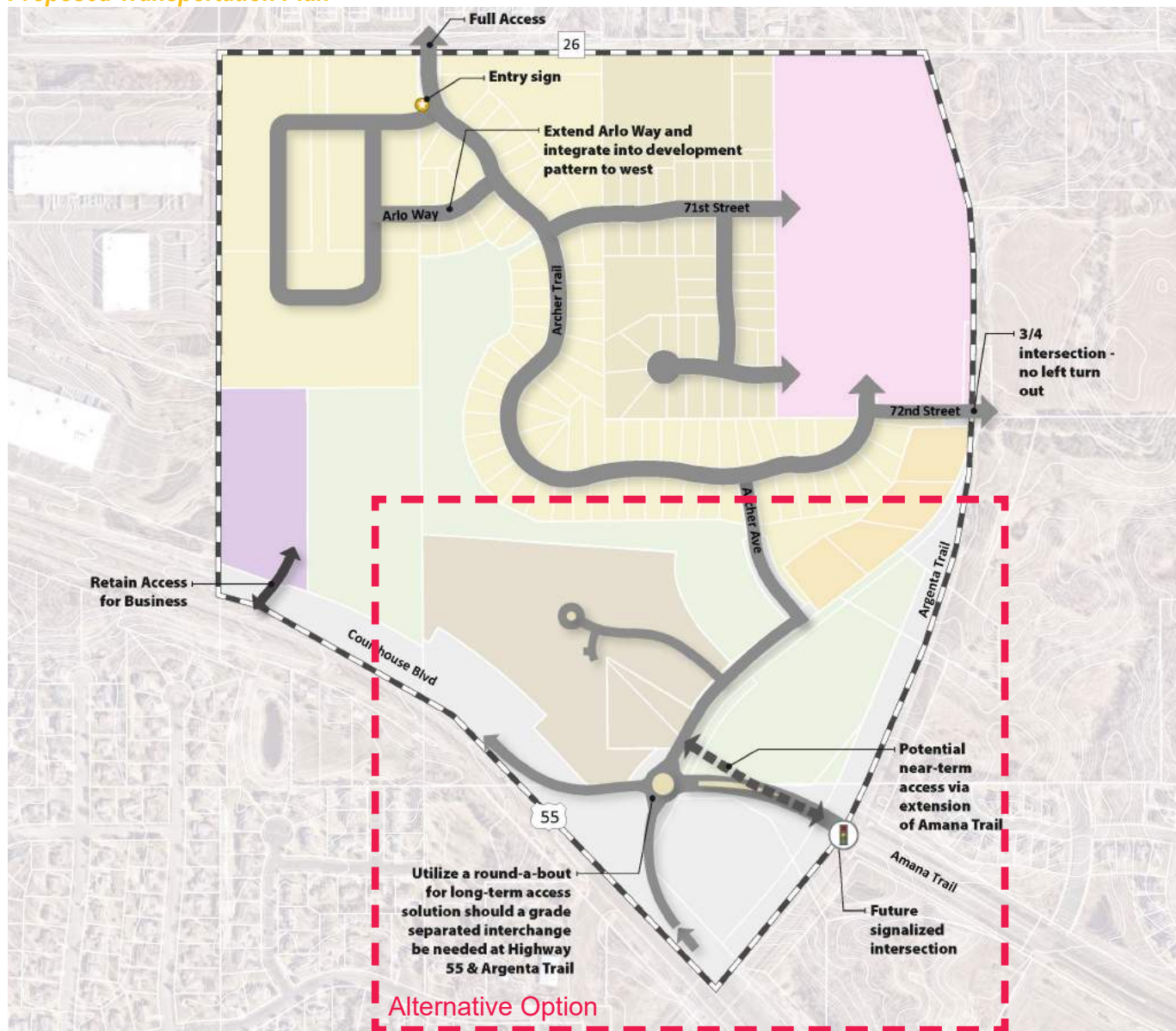


Figure 17. Proposed Transportation Plan

Alternative Transportation Plan

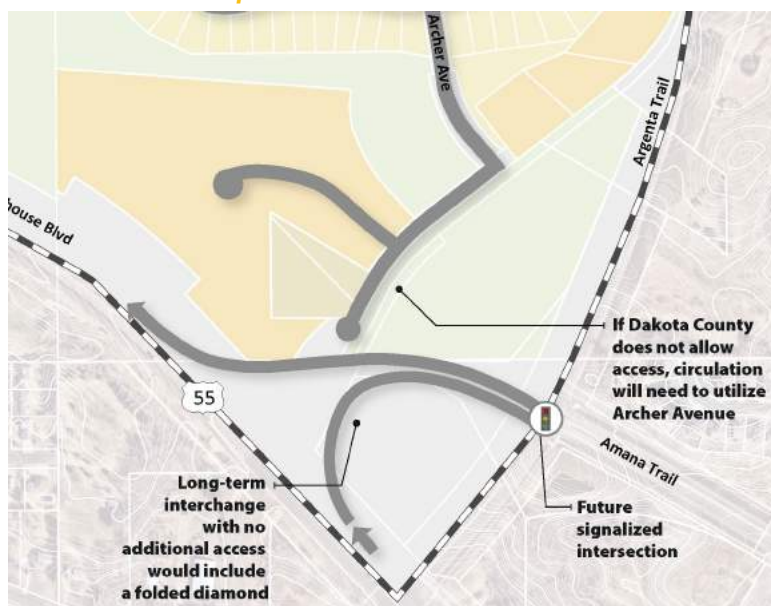


Figure 18. Alternative Transportation Plan

Proposed Utility Improvements

Sanitary Sewer

Each distinct area of development for the Small Area Plan has its own strategy for handling sanitary sewer.

Lone Oak Road/ 70th Street Area

Based on the access, street network, and proposed lotting/ development pattern the low density residential identified in this area can be gravity fed to the existing lift station at the intersection of Lone Oak Road/ 70th Street. The sanitary sewer analysis identified the development area shown could be served by gravity sewer with a connection through Arlo Way.

Povolny + Schaaf Parcels

Two options exist for these parcels, both require grinder pumps and ejector systems. These could extend to the City of Eagan through an amendment to the joint powers agreement, or back up the hill to the gravity flow system installed with the development in the Lone Oak Road/ 70th Street Area.

Schmidt + Triangle Rubbish Parcels

A lift station will be needed to accommodate development of these parcels with a force main to the existing gravity flow system in place in Archer Avenue. Any long-term redevelopment of the existing single family homes on Argenta Court will be served by gravity sewer that can be installed in the right-of-way for Argenta Court.

Watermain

Watermain connections for the study area can be provided with development for each distinct area with the addition of trunk watermain connection to the future development area south of Highway 55.

Lone Oak Road/ 70th Street Area

Proposed development will connect to existing watermain along the south side of Lone Oak Road/ 70th Street, and through the street connection proposed at Arlo Way.

Povolny + Schaaf Parcels

Watermain can be provided to these parcels though a modification of the joint powers agreement with the city of Eagan to provide water service from the existing development west of the Povolny property, or through a connection to the proposed development on top of the hill in the Lone Oak Road/ 70th Street area.

Schmidt + Triangle Rubbish Parcels

Watermain can be extended from the existing system near the Archer Avenue and Argenta Court intersection. Additionally, the truck watermain network needs to be installed along Argenta Court, across Highway 55 to connect with the future South of Highway 55 growth area.

Proposed Sanitary Sewer Plan

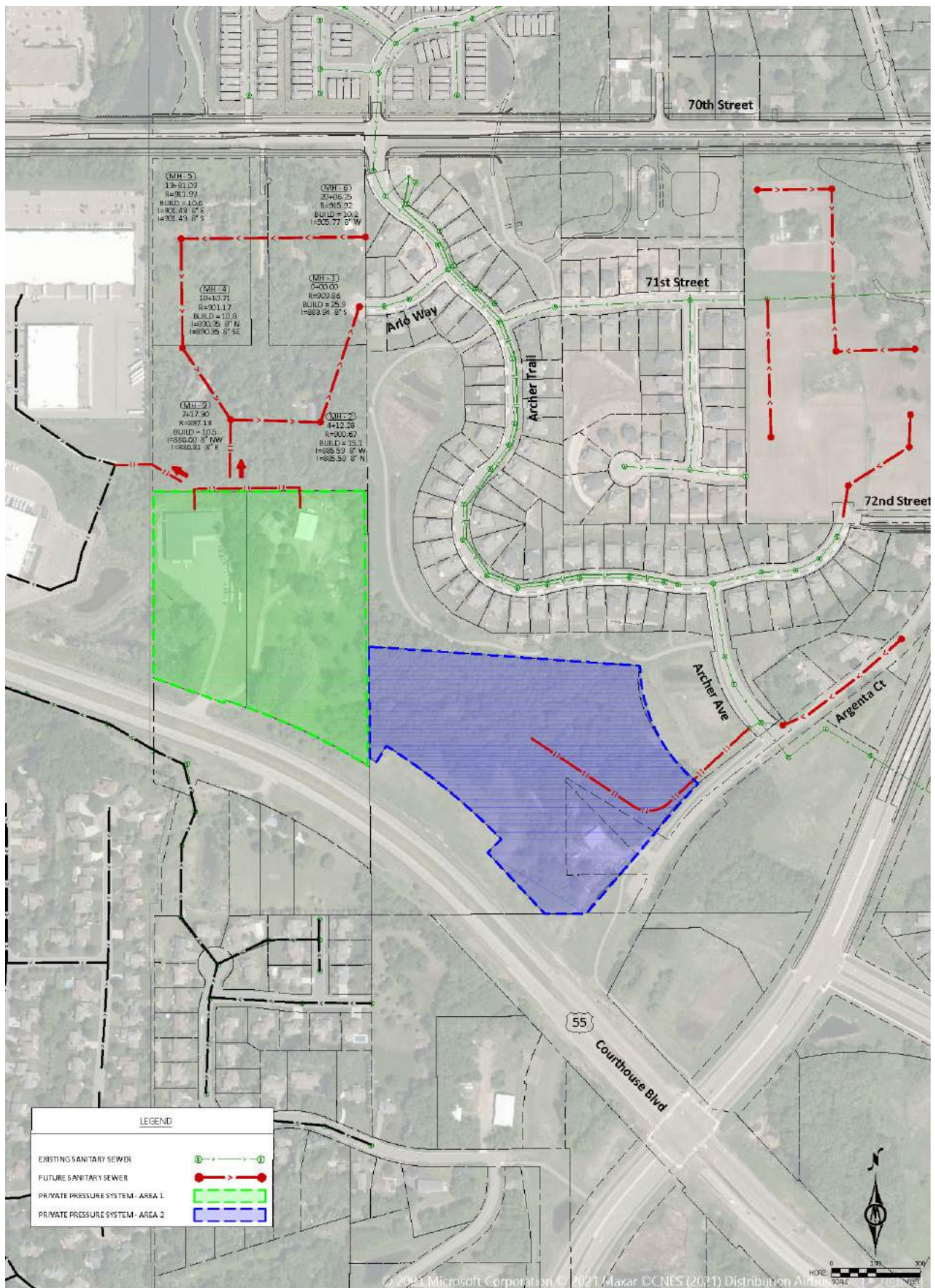


Figure 19. Proposed Sanitary Sewer Plan

Proposed Watermain Plan

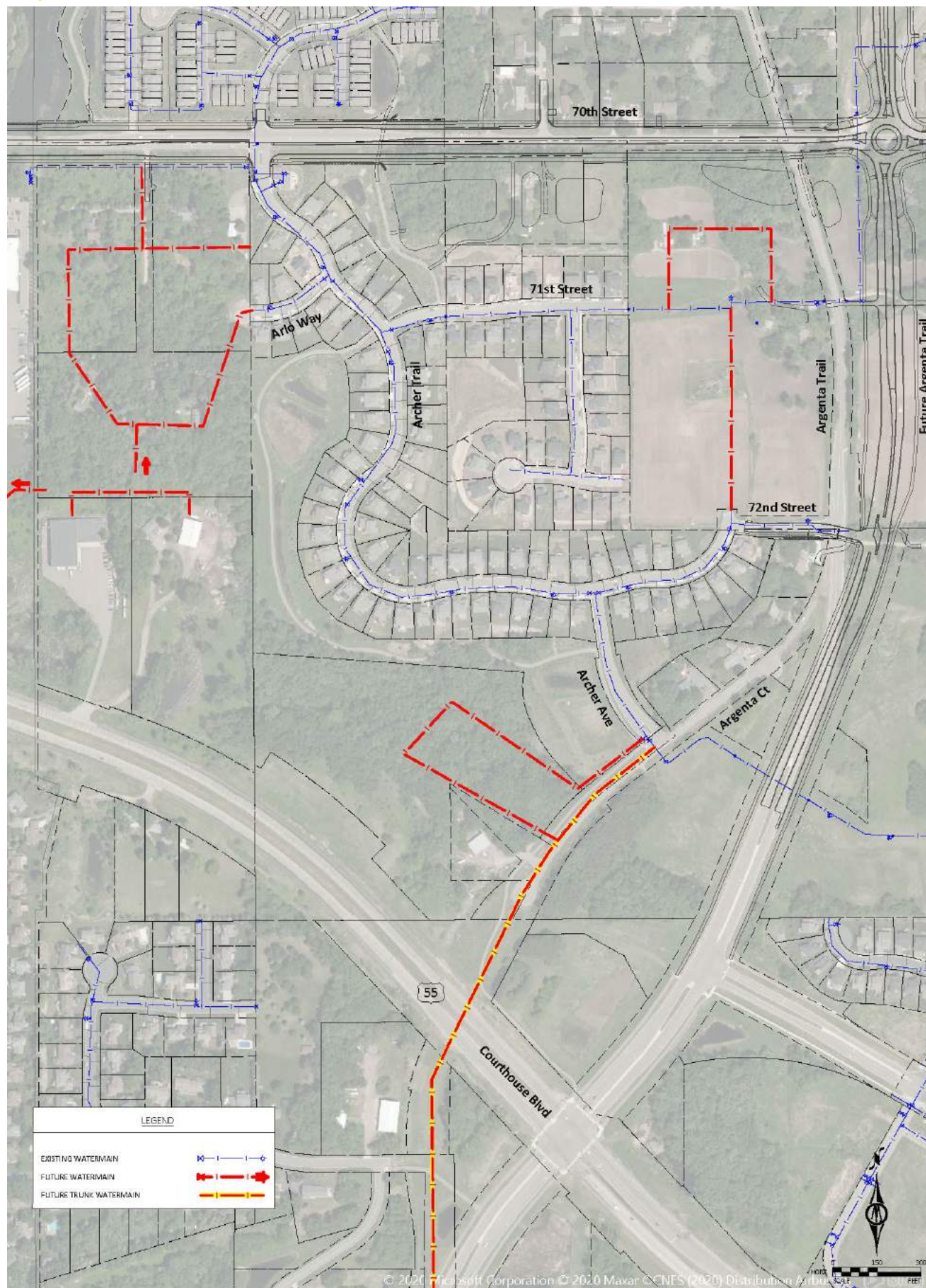


Figure 20. Proposed Watermain Plan



IMPLEMENTATION

Keys to Implementation

There are many factors to successfully realizing the vision set forth by the City of Inver Grove Heights for the Northwest Argenta Small Area Plan. These factors apply regardless of the actual form and timing of development, as development will span a number of years. The vision may have to adjust to respond to changes in market conditions and consumer preferences, land ownership and broader community-wide goals, yet at the same time it is important to protect the vision against short-term opportunities that compromise the long-term vision. With the planning provided in this summary report, consistent policy implementation and commitment to the vision, development will eventually reach the critical mass that leads to success. This chapter provides an overview for roles, actions and investments required to realize the full build out of the growth area.



Patience

Transformation of the Northwest Small Area Plan will not be implemented overnight. The timeframe for implementation reflects its evolutionary nature, looking forward over a period of years. The desired change often requires the patience to wait for the right things to happen, rather than making changes simply to be seen as doing something.



Commitment

Commitment to the growth area and patience go hand-in-hand. This study does more than simply seek to attract new development to shovel ready sites in Inver Grove Heights; it provides a road map to enhance the entire growth area. Commitment to the Master Plan means the willingness to actively promote public and private investments that align with the objectives of the study. It also requires the willingness by decision makers to deter developments which do not meet the objectives of the Master Plan. Not all of these decisions will be easy or will they occur exactly as analyzed in this document.



Financial Reality

Implementing the Master Plan requires careful investment of public funds, but the private side of the financial equation must not be overlooked. New development and existing businesses will pay for their portion of the improvements called for in the Master Plan. The Northwest Small Area Plan seeks to balance the investment in public initiatives with the creation of a financial environment that sustains successful businesses and strong neighborhoods.



Strategic Investments

If financial support for the plan was unlimited, the need for strategic decisions would be less important. With limited funds, every expenditure is crucial. It is not possible to immediately undertake all of the initiatives described in the Master Plan. Needs and opportunities not contemplated in the plan may arise in the future. Every investment must be evaluated for its impact on enhancing the overall growth area.

Roles & Responsibilities

There is a temptation to give sole responsibility for implementation of the Northwest Small Area Plan to the City of Inver Grove Heights. Many of the powers and resources needed to undertake the actions prescribed in the Master Plan are held by the City, yet the success of the Master Plan cannot be made only by responsibility of City government. Achieving the vision for the corridor requires ongoing collaboration of both public and private stakeholders. This section describes the roles and responsibilities of key parties.



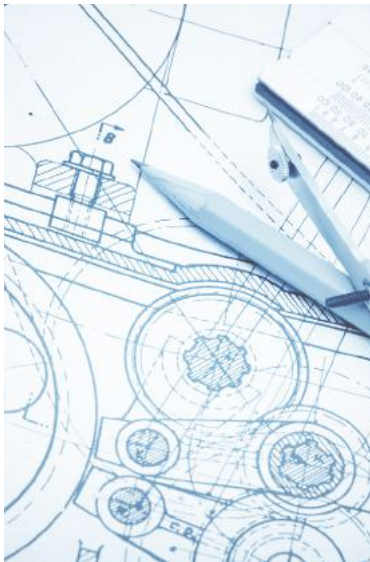
Business and Property Owners

While the City influences the physical setting, the Northwest Small Area Master Plan will become a place for mixed residential uses integrating existing businesses. Property owners interested in development will determine the type of residential developments that meet the land use guidance provided in the growth area plan. Property owners will decide how to approach development of their property and carry forward their proposal to the City of Inver Grove Heights.



City of Inver Grove Heights

The ultimate responsibility for implementing the recommendations of Master Plan rests with the City of Inver Grove Heights. The Planning Commission and City Council will provide direction on staff resources, review proposed development projects and approve public investments. Responsibility for managing on-going development in the growth area will primarily fall on the Planning, Engineering and Parks and Recreation Departments.



Community and Economic Development Department

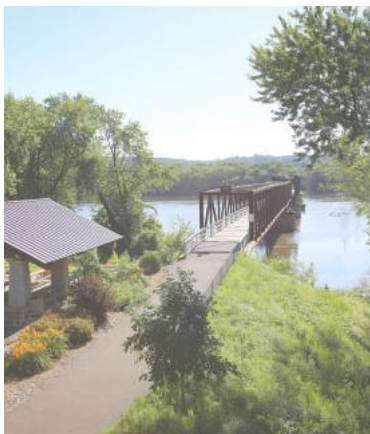
The Community and Economic Development Department will share a lead role in managing implementation for the City with the Engineering Department. The actions to be taken by the Community and Economic Development Department to implement the study include:

- Application of land use controls and development guidelines to shepherd private development;
- Review of development plans and proposals;
- Coordination of planning for capital improvements needed to facilitate development; and
- Creation of financial plans for development/redevelopment of public investments and continued monitoring.



Engineering Department

The Engineering Department also plays a major role in through the design of public infrastructure (roadways and utility infrastructure) improvements needed to support development and redevelopment in the growth area. The Engineering Department is also key player in planning for future roadway and transportation improvements, including ongoing conversations with Dakota County on the Argenta Trail access at Amana Trail and the Minnesota Department of Transportation (MNDOT) on the potential future interchange improvements at the Argenta Trail/ Highway 55 intersection.



Parks and Recreation Department

The Parks and Recreation Department is responsible for planning and developing the proposed neighborhood park and network of trails throughout the growth area. They will also lead coordination efforts with Dakota County on the mid-block crossing of Argenta Trail to connect to the east side of Argenta Trail and the long-term location of the Mendota-Lebanon Hills Regional Trail with potential modifications of the Argenta Trail/ Highway 55 intersection.



Planning Commission

The Planning Commission has the lead responsibility for evaluating the application of land use controls needed to implement the Small Area Plan. The Planning Commission advises the City Council on issues involving the establishment of and compliance with the Comprehensive Plan and the Zoning, Subdivision, Shoreland, Tree Preservation and Sign ordinances. The Planning Commission also reviews residential, commercial, and industrial development proposals and makes recommendations to the City Council according to the goals and objectives of the Comprehensive Plan.



City Council

The City Council sets the foundation for implementing the Small Area Plan consistent with the overall mission of the City. While other bodies (Planning Commission and Park and Recreation Board, for example) play key roles in the implementation process, important development powers reside with the City Council. Among the powers that may be needed to undertake public initiatives in the Northwest Small Area Growth Plan are:

- Allocate money in the annual budget to capital improvements.
- Approve the establishment of potential tax increment financing (TIF) districts.
- Levy of special assessments for public improvements.
- Issuance of general obligation bonds to finance development and improvement projects.



Community-at-Large

The community of Inver Grove Heights must stay involved as development continues over time. The community must work together with decision-makers and provide the necessary input on any new development proposals. The community should provide comment on whether the proposed project meets the vision set forth in the Small Area Plan while respecting existing land owners' desires. Ultimately, the community must:

- Provide a singular focus for the plan. The knowledge gained from the planning process will allow members of the community to efficiently and effectively comment on development proposals.
- Continue public involvement. Continue to attend public meetings, or provide comments and suggestions to proposals as they come forward.

Land Use Controls

The initial focus of implementation will be on actions needed to establish the Small Area Plan as the official guide to development of the Northwest Argenta Growth Area. These implementation procedural steps involve the adoption of key policy documents and updated development controls.

1 Approve the Northwest Small Area Plan

The first implementation step is for City Council actions to approve this Study. These approvals set the stage for subsequent actions such as amending the comprehensive plan, zoning ordinances, capital improvement programs, and the allocation of financial resources.

2 Amend Land Use Controls

Study approval is the trigger for taking other actions needed to guide land use for the area in accordance with this master plan. Land use controls not only promote the desired development outcomes, they also prevent development that is not consistent with the plan.

3 Comprehensive Plan

The City will need to update the Comprehensive Plan with the new “Northwest Argenta Small Area Plan”, including the land use plan designations (Figure 13) and appropriate policies consistent with the vision of the plan. This can be completed prior to, or in conjunction with proposed development applications. Amending the Comprehensive Plan following approval of the Small Area Plan creates the foundation for all other implementation actions. Consistency with the Comprehensive Plan is a statutory requirement for zoning regulations, capital improvements and redevelopment projects. The Northwest Argenta Small Area Plan will be added to the Comprehensive Plan as an additional appendix

4 Zoning Regulations

More direct control of development comes from zoning regulations. Likely, all development projects will be approved through the Planned Unit Development process. Consistency with the approved Small Area Plan will be a key component in which to analyze proposals and to determine the final zoning classification.

ENVIRONMENTAL CLEAN UP ASSISTANCE

During the planning process, adjacent residents and landowners voiced some concern over potential soil contamination from the active Triangle Rubbish site. Over the long-term, as redevelopment of this site could occur, environmental remediation may be needed. Cost for remediation of contaminated sites can be expensive endeavors, however programs are available for financial assistance for the clean-up efforts.

Every May and November, city's or city EDA's may apply to the State of Minnesota Department Employment and Economic Development (DEED) for grants of up to 75% of the costs to study soil and groundwater contamination and develop a site remedial action plan (RAP) that would ultimately get approved by the Minnesota Pollution Control Agency (MPCA). Up to 25% of the cost would have to be paid by property owner or other funding source such as a county grant. If such a grant is funded, a city or EDA would the work with an environmental consultant firm to perform the contaminated site investigation study and RAP work. In order to secure the funds from DEED, the city or EDA must be able to demonstrate the development project has a positive impact in growing tax base and/or jobs on the site that is to be remediated.

The outstanding 25% of the clean-up costs could come from Dakota County grants, secured through the federal Environmental Protection Agency (EPA) for ground water and soil contamination clean up to help close the gap on costs for potential environmental remediation. The combination of these clean up grants and the MN DEED contamination investigation grants should be explored when the Triangle Rubbish site is considering redevelopment.

More information on the contamination investigation grant program can be found on the DEED website:

<https://mn.gov/deed/government/financial-assistance/cleanup/contamination.jsp>

Phasing

The ultimate phasing of development in this area will be dependent on a variety of factors based on the specific geographic location for the Small Area Plan and a number of infrastructure improvements will need to be made in this area to allow development to occur. Individual projects will have their own lateral infrastructure improvements such as local roads, water, sanitary sewer and storm sewer systems.

Lone Oak Road/ 70th Street Area

Site assembly is likely the biggest hurdle for development to occur. Sanitary sewer can utilize gravity flow to the existing lift station at the intersection of Lone Oak Road/ 70th Street Area and watermain exists in the right-of-way for Lone Oak Road/ 70th Street Area.

Povolny + Schaaf Parcels

Acquisition of a portion (via outlot or easement) or all of the Schaaf parcel by the City of Inver Grove Heights is necessary to facilitate the stormwater treatment needs for the Northwest Argenta Small Area.

Conversations with the City of Eagan should continue to modify the joint powers agreement and allow existing development in this area to have water and sewer connections to the City of Eagan.

Schmidt + Triangle Rubbish Parcels

The update to the Dakota County Regional Visioning Study (Q3-Q4 of 2021) will determine if the Amana Trail extension can be utilized to gain access to the site. Regardless of the conclusion on access, any development in this location will require a lift station and corresponding force main for sanitary sewer service.

Financial Feasibility

One goal of this planning process is to determine whether the proposed new development uses will pay sufficient fees and property taxes to cover the costs of the water, sewer, and roads needed to serve the development.

Utility Costs

The City has invested a significant amount to extend the water and sewer lines into the Northwest Area. Further extensions are needed, as described throughout the small area plan, to serve the proposed development areas. The new extensions are expected to cost and \$800,000 for sewer. The site is already served with water trunk lines. The City intends to recover its cost for both the existing investment and new extensions through connection fees paid when development occurs.

The City's connection fee schedule generates more connection fee revenue from higher density development. Therefore, the Preferred Land Use Plan that incorporates and apartment property generates higher connection fees than the Alternative Land Use Plan that incorporates medium density housing.

The financial analysis indicates that the Preferred Land Use Plan, once all completed, will generate sufficient sewer connection fees to pay for the new sewer infrastructure needed to serve the area, plus repay the City about \$1,465,500 for prior sewer fund installations leading to the site. About \$1,575,000 in water fees will be available to repay the City for its significant investment in bringing water to the site.

Under the Alternative Land Use Plan, the lower density will result in lower fees and the fees will be insufficient by almost \$100,000 to pay for the new sewer infrastructure needed to develop the area. No sewer fee revenue will be available to repay the City for sewer costs incurred to date.

Sources and Uses for Water and Sewer

Sources - Water and Sewer Development Fees		
	Preferred Concept Low Density	Preferred Concept High Density
Water	468,404	1,573,764
Sanitary Sewer	702,274	2,265,494
TOTAL SOURCES	1,170,677	3,839,257
Uses - New Water and Sewer Utilities Excluding Existing Utility Extensions		
	Preferred Concept Low Density	Preferred Concept High Density
Lift Station	425,000	425,000
Force Main	375,000	375,000
TOTAL USES	800,000	800,000
Utilities Over/(Under)		
Water	468,404	1,573,764
Sewer	(97,726)	1,465,494
TOTAL	370,677	3,039,257

Table 21. Sources and uses for water and sewer

Roadway costs

The new roadways and intersections are estimated to cost approximately \$1.4 million to install. Over the next ten years the proposed development is expected to generate approximately \$3.6 million in city property taxes (in today's dollars). The property tax revenue will be enough to pay for the new roads plus other city services.

Sources and Uses for Transportation Improvements

Sources - Water and Sewer Development Fees			
	Preferred Concept Low Density	Preferred Concept High Density	Preferred Concept High Density (Market Rate)
Property Taxes at Full Build-Out			
Annual City Property Taxes	222,775	290,848	432,655
Present Value	1,900,316	2,480,996	3,690,634
(10 Years at 3%, No inflation)			
TOTAL PRESENT VALUE	1,900,316	2,480,996	3,690,634
Uses - Transportation Improvements			
	Preferred Concept Low Density	Preferred Concept High Density	Preferred Concept High Density (Market Rate)
West Leg of Armana Trail		1,050,000	1,050,000
Argenta Trail Turn Lanes (NB&SB)		350,000	350,000
• Traffic Signal System			
• Other Urban Drainage			
Polvony Property Access			
TOTAL USES	0	1,400,000	1,400,000
Transportation Over/(Under)			
TOTAL	1,900,316	1,080,996	2,290,634

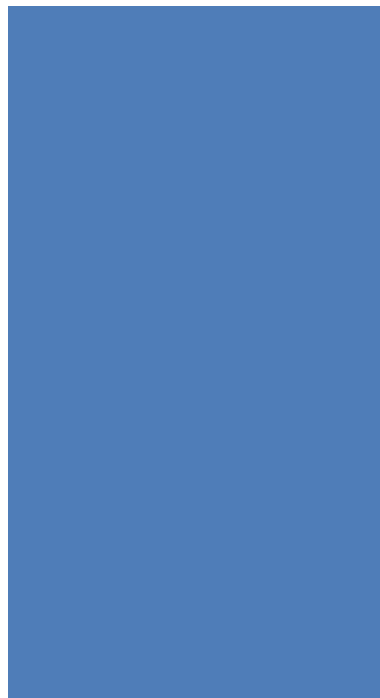
Table 22. Sources and uses for transportation improvements



INVER GROVE HEIGHTS

SOUTH OF HIGHWAY
55 SMALL AREA PLAN

DRAFT JULY 2021



DRAFT





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Property in the study area

ABOUT

The City of Inver Grove Heights conducted a small area planning study for the portion of the Northwest Area to better understand how development will take place south of Highway 55. This area has partially developed over the last decade and seen significant changes with improvements to Argenta Trail and Yankee Doodle Road. The area has seen gradual development since the beginning of the 2000s and land use and infrastructure planning over the last two decades.



ACKNOWLEDGMENTS

City Council

Planning Commission

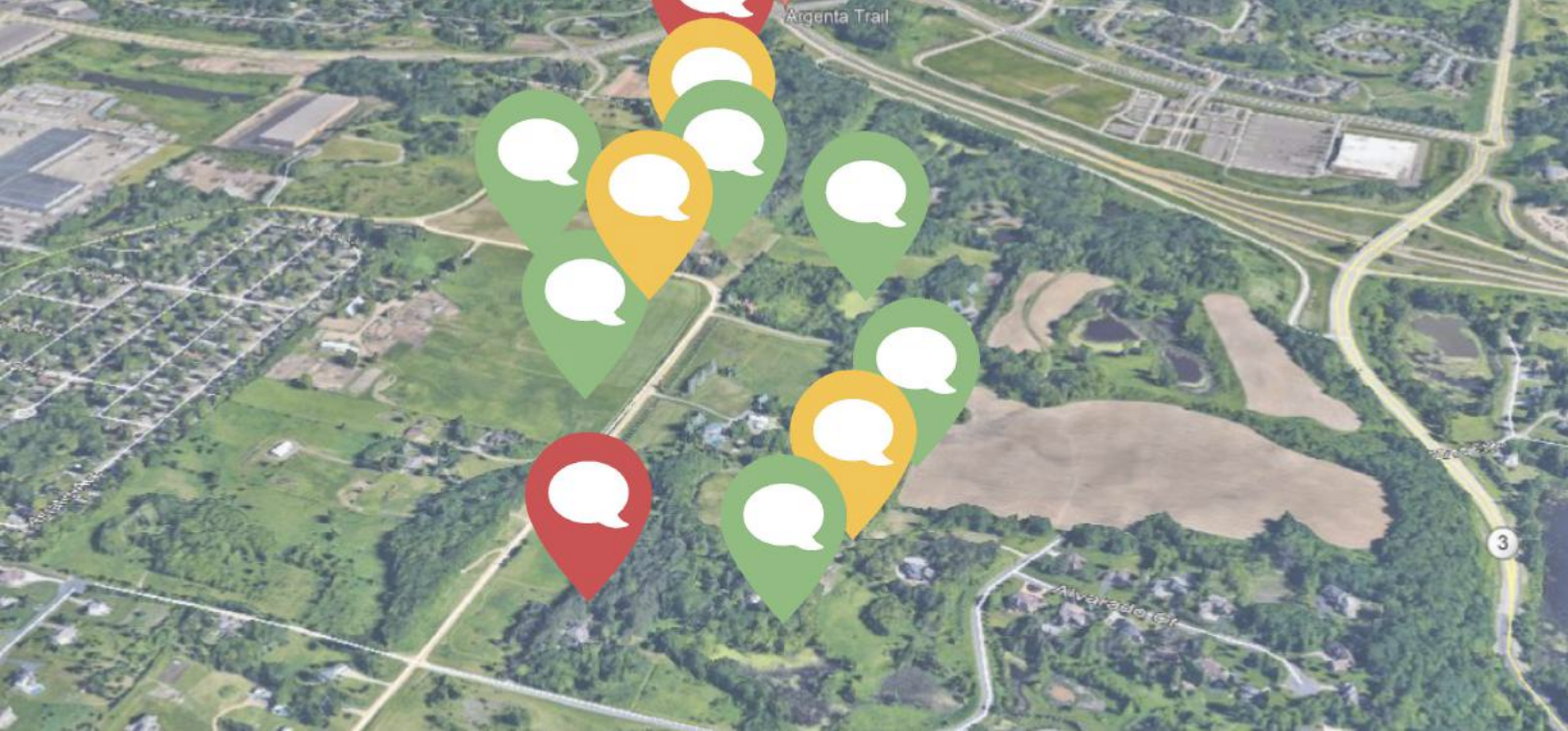
Inver Grove Heights Staff

- Heather Rand - Community Development Director
- Allan Hunting - City Planner
- Tom Kaldunski - City Engineer

Consulting Team

- HKGI - Planning / Urban Design
- Bolton & Menk - Engineering Analysis
- Ehlers - Financial Analysis
- Marquette Advisors - Market Scan





PROJECT OVERVIEW

Introduction

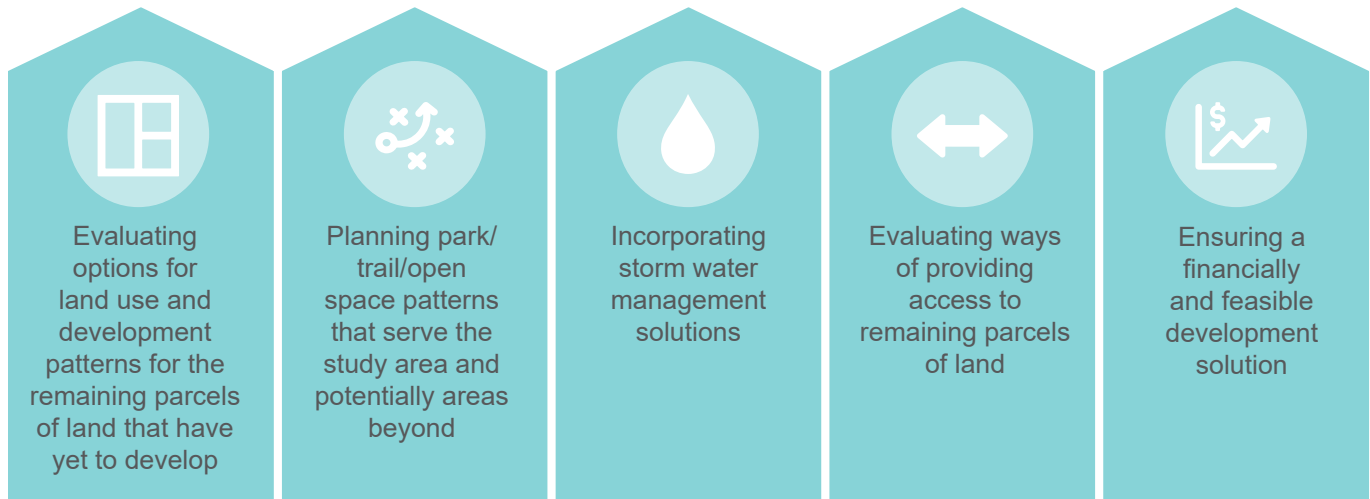
The South of Highway 55 Small Area Planning Study focuses on the portion of the City bound by Yankee Doodle Road on the north, the City of Eagan boarder on the west, Alverno Avenue on the east, and to the southern boundary of the RM Ranch property. Much of the land area is undeveloped, or in larger rural residential land use.



Why Plan?

Purpose of the Small Area Plan

The elements and objectives of this small area study include:



Planning Process



Understand the Context

During this phase of the project a base of common understanding including existing land use and physical conditions, planned improvements, and an understanding of historical planning for the Northwest Area.

.....



Confirm Project Objectives

This project phase involved working to respond to both the needs and wants of all involved parties, balancing opinions and perspectives on both variable/subjective and non-variable components. Multiple staff, stakeholder, and community engagement opportunities were tailored to receive feedback.

.....



Explore Alternatives

The consulting team explored up to three alternative site plan concepts with differentiating focuses. Site plans were evaluated based on access and circulation, infrastructure needs, land use impacts, and financial and market feasibility.

.....



Converge on a Preferred Plan

The design team worked through a process to evaluate and converge on a preferred plan direction.

.....



Assemble the Master Plan

Based on the technical review of the alternatives and the engagement process, a master plan report was prepared for consideration by the City of Inver Grove Heights.



Overview of Stakeholder Engagement

Stakeholder Engagement

For the first phase of community engagement individual stakeholder meetings were conducted with key property owners in the study area to better understand their ideas for the future of their property. Residents and stakeholders were encouraged to drag and drop markers onto the map to highlight their concerns, to ask questions about the planning process and to review the preferred plan recommendations through an online, interactive mapping tool.

Key concerns included traffic from the Eagan UPS facility, timing of future improvements, and landscaping/screening of future uses.



Sample from the initial round of stakeholder engagement





BACKGROUND INFORMATION



Figure 1. Existing natural resources

Existing Conditions Mapping

The following pages summarize the existing conditions for the study area including natural features, land uses, and planned infrastructure improvements.

Existing Natural Resources

- Landscape is semi-developed with fields, wetlands, and windrows.
- Site is surrounded by more intensive development of neighborhoods, large lot residential, and industrial/distribution.
- Rolling hills and lower wetland pockets define the topography.

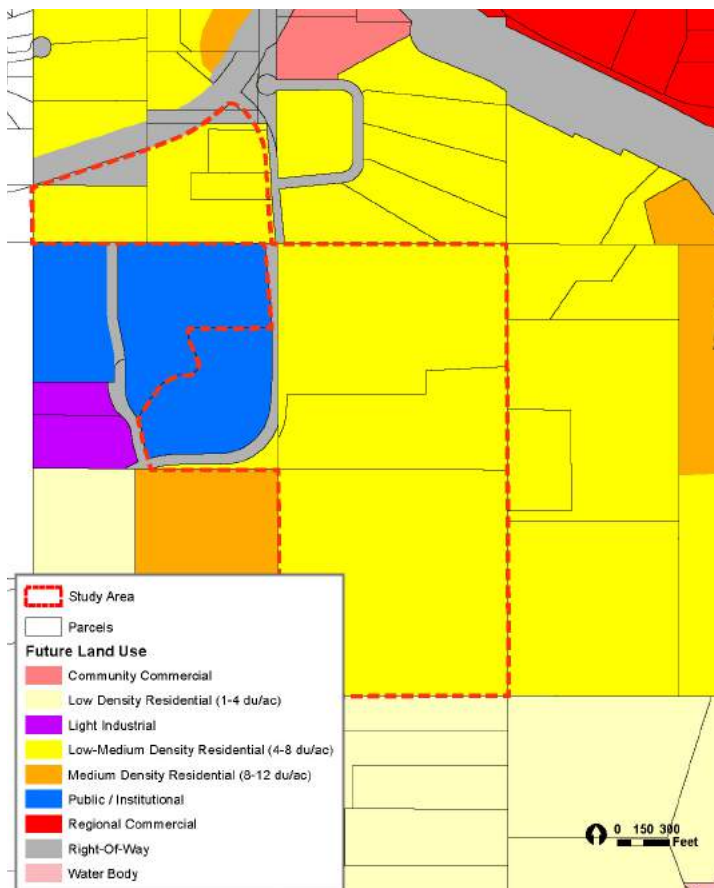


Figure 2. Future land use

Future Land Use

- Existing, planned land uses include:
 - Low Density (1-4 units per acre) & Low-Medium Density Residential (4-8 units per acre)
 - Light Industrial
 - Public / Institutional
- Future land uses for undeveloped parcels will be examined and determined through this planning study.

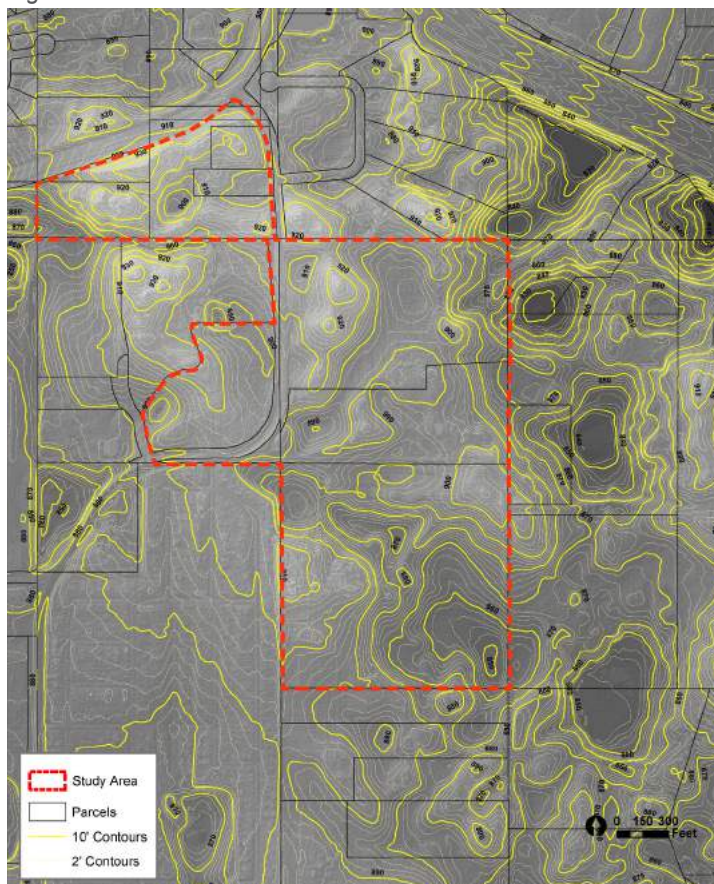


Figure 3. Existing slopes and topography

Site Slopes/Topography

- Slopes ranging from 0% -25% exist in the northeastern and south eastern portion of the site.
- Over 80' of grade change exists between the northwestern portion of the study area to the southeastern corner of the study area.

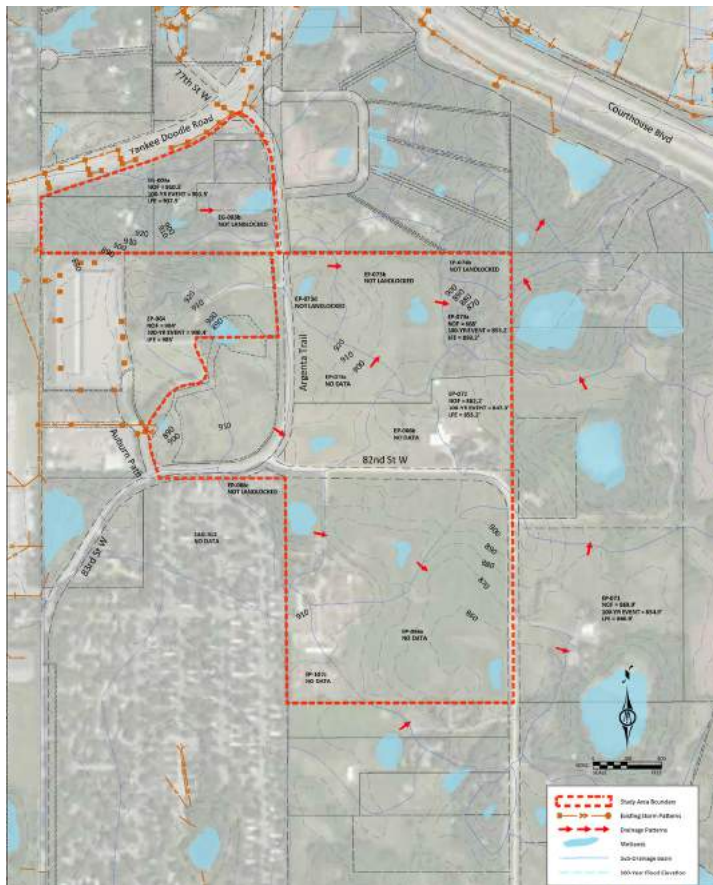


Figure 4. Stormwater plan

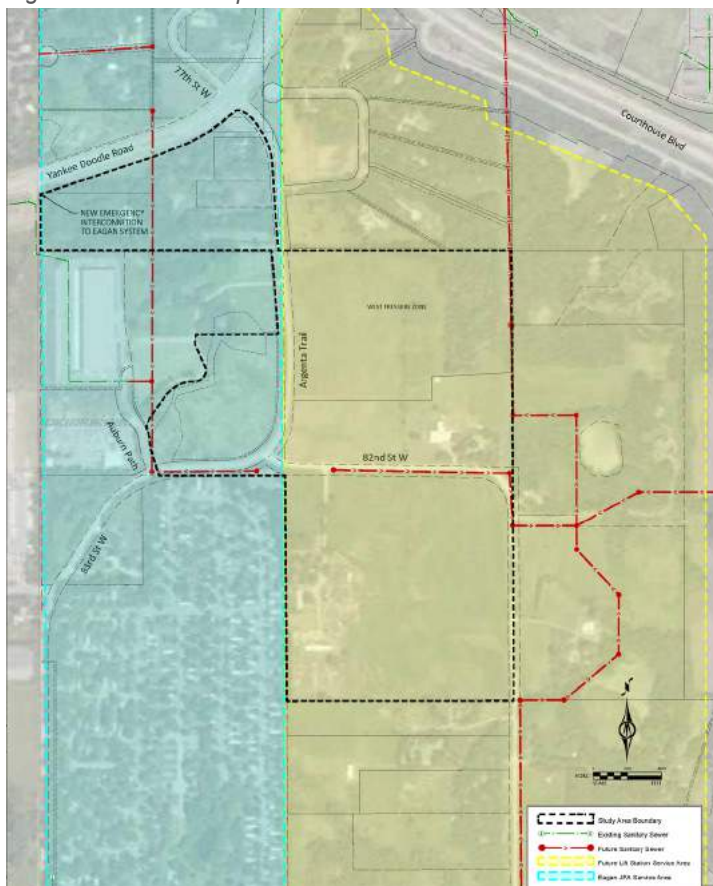


Figure 5. Sanitary sewer

Stormwater

- City's 4th Generation Water Resources Management Plan and Northwest Area Stormwater Manual are the guiding documents for stormwater planning in the region.
- Unique topography includes series of landlocked drainage basins.
 - Basins to be maintained to extent possible and shall act as natural stormwater BMP's
 - Each basin is modeled to identify 100-year flood elevation
 - Minimum Low Floor Elevation (LFE) is basin dependent and is based on 100-year flood elevation and natural overflow (NOF)

Sanitary Sewer

- Comprehensive Sanitary Sewer Plan identifies framework for sanitary sewer service.
- Joint Powers Agreement (JPA) between cities of Inver Grove Heights and Eagan identifies properties within Inver Grove Heights city limits that are permitted to be served by gravity to Eagan's sanitary sewer system.
 - Lateral mains can be extended from existing stubs to serve parcels within the JPA boundary
- A lift station and forcemain is required to serve all parcels not within the JPA boundary.

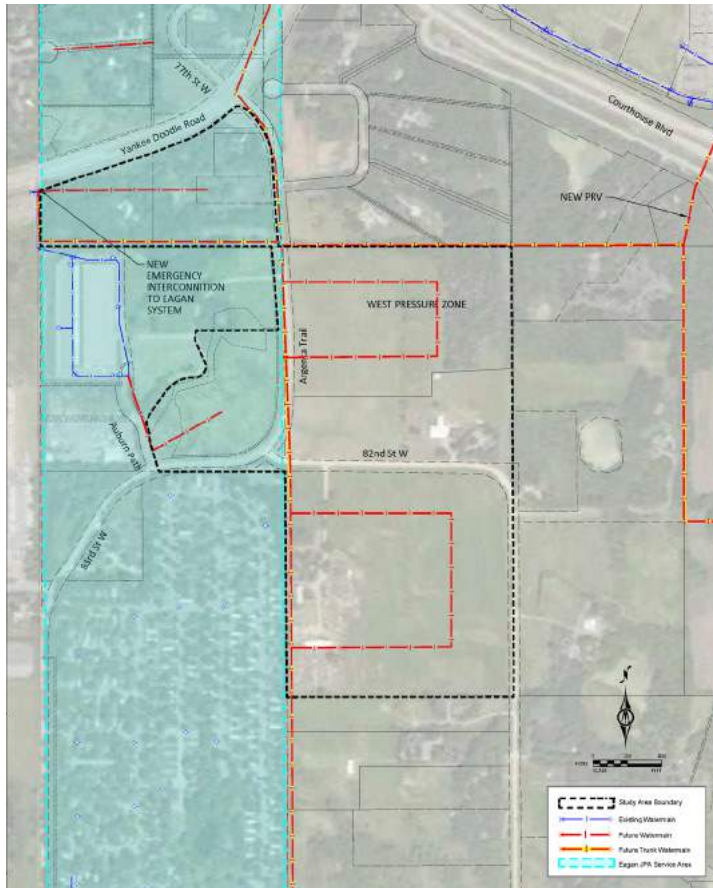


Figure 6. Water main

Water Main

- Comprehensive Watermain Plan identifies framework for watermain service.
- Joint Powers Agreement (JPA) between cities of Inver Grove Heights and Eagan identifies properties within Inver Grove Heights city limits that are permitted to be served by Eagan's watermain system.
 - Lateral mains can be extended from existing stubs to serve parcels within the JPA boundary
- New trunk watermain infrastructure is required to serve all parcels not within the JPA boundary.
 - Multiple Highway 55 crossings to create looped system
 - Multiple Pressure Reducing Valves (PRVs) to regulate pressure to region
 - Emergency connection to Eagan system with metering vault

Market Scan

The consulting team provided a high-level assessment of the potential development market for the undeveloped land in the study area. The proximity to Highway 55, an important transportation corridor, combined with the recent improvements to Yankee Doodle Road and the Highway 55 intersection suggests employment uses (office, light industrial, tech/flex) would garner interest from the development community - particularly for the larger undeveloped lots most near Yankee Doodle Road.

Additionally, a mix of residential housing (low density residential, medium density residential primarily) would also see interest in this area, particularly in the areas further south in the study area near the existing larger lot single family development.



Related Background Documents

Historical Northwest Area Planning

This powerpoint presentation provides a brief overview of the history of all the planning work in the Northwest Area, including a pilot study in 2001, the hydrologic and hydraulic analysis work completed in 2004, infrastructure feasibility reports in 2005, the collector street study in 2012, and the City's Comprehensive Plan process. Additionally, this presentation provides highlights to development standards including planned unit development, setbacks, and open space preservation requirements.

(See the full presentation on the City's website by clicking [here](#))

Northwest Expansion Area AUAR

IGH Alternative Urban Areawide Review (AUAR) in 2020 an alternative urban areawide review process was completed to explore and better understand how different development scenarios could affect the environment in the community in the Northwest Expansion Area.

(See the full document on the City's website by clicking [here](#))

Northwest Area Overview

Northwest Area Planning Review 1998 to 2014

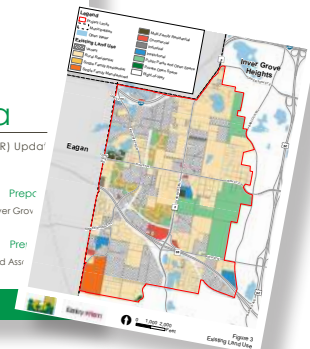


Northwest Expansion Area

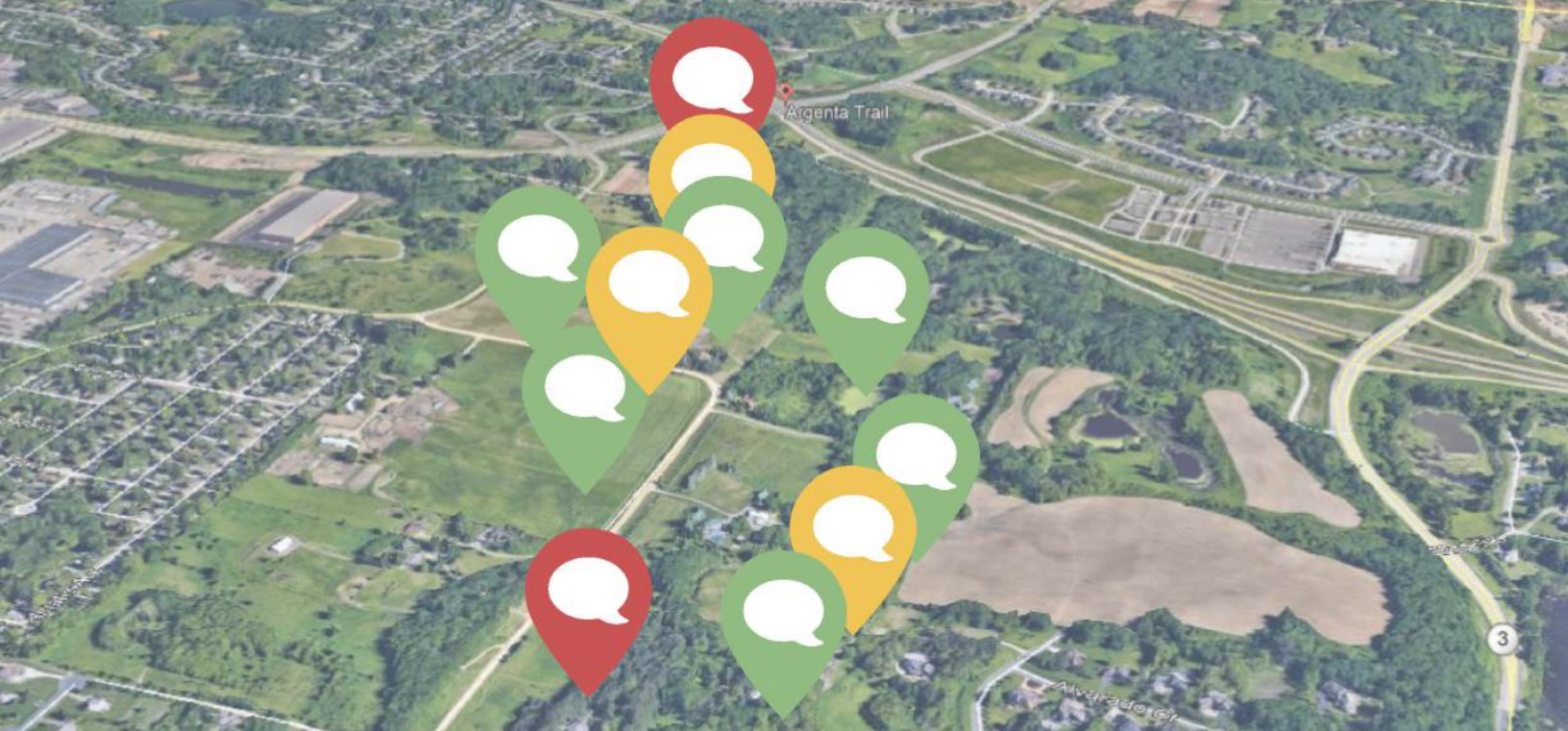
Alternative Urban Areawide Review (AUAR) Update

Prepc
City of Inver Grove
Prep
Kimley-Horn and Associates

May 2020







RECOMMENDATIONS

Recommended Development Plan

The consulting team studied a variety of planning alternatives for the study area and worked to integrate the desires of property owners to develop a recommended plan for future development in the area. The following pages highlight the preferred recommendations for land use, transportation, utilities, and parks, trails, and open space for the South of 55 Small Area Plan.

The recommendations balance near-term development interests by expanding the Joint Powers Agreement Boundary with the City of Eagan to provide sewer and water service. In later phases developer funded infrastructure will provide the services for the remaining areas of development.



Online community
and stakeholder
engagement

Expanded Project Area Analysis

Over the last several months, the consulting team and City staff have conducted additional analysis for the South of 55 Small Area Plan. Preliminary conversations with land owners in the project area during the previous stakeholder engagement sessions have helped focused the near-term development opportunities, as well as identify parcels that are not ready for development at this time. The timing of development paired with the extension of utilities and roadway infrastructure needed to serve the development is critical to understanding the financial viability of potential development. The following additional analysis and proposed plan seeks to provide near-term economic development for the City of Inver Grove Heights and provide a plan for future infrastructure that can be supported and funded by the development it serves.

As part of the additional investigation to development in this area, City staff and the consulting team looked more broadly at the remaining areas of the Northwest Area south of Highway 55 – essentially the land areas that extend east to Highway 3 to best understand development capacity, transportation networks and utility and infrastructure connections for the broader area.

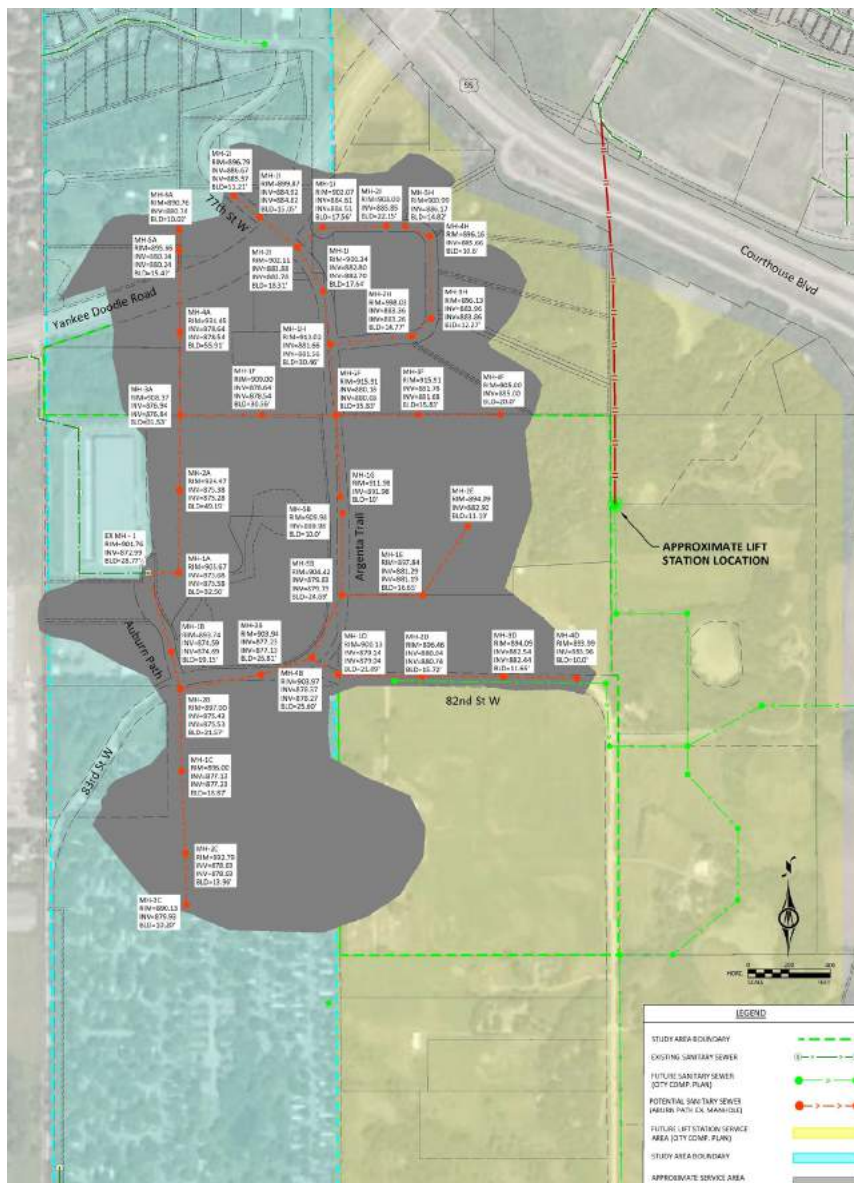


Figure 7. Additional sanitary sewer analysis

Additional Sanitary Sewer Analysis

Due to limited near-term development, the costs for a sanitary sewer lift station and corresponding force main, and impacts to adjacent property owners based the previously identified route alternative solutions for sanitary sewer service to the area were explored.

- Based on elevation analysis of existing grades and the existing sanitary sewer system, along with proposed development uses, there is an opportunity for portions of the study area that are currently outside of the Joint Powers Agreement (JPA) between the City of Eagan and the City of Inver Grove Heights to be served by the City of Eagan.
- Grey areas indicate availability for gravity service to the City of Eagan.
- Light Industrial land uses are an allowable use due to the lower sanitary sewer flow rates and could be considered in addition to the existing JPA boundary with Eagan.

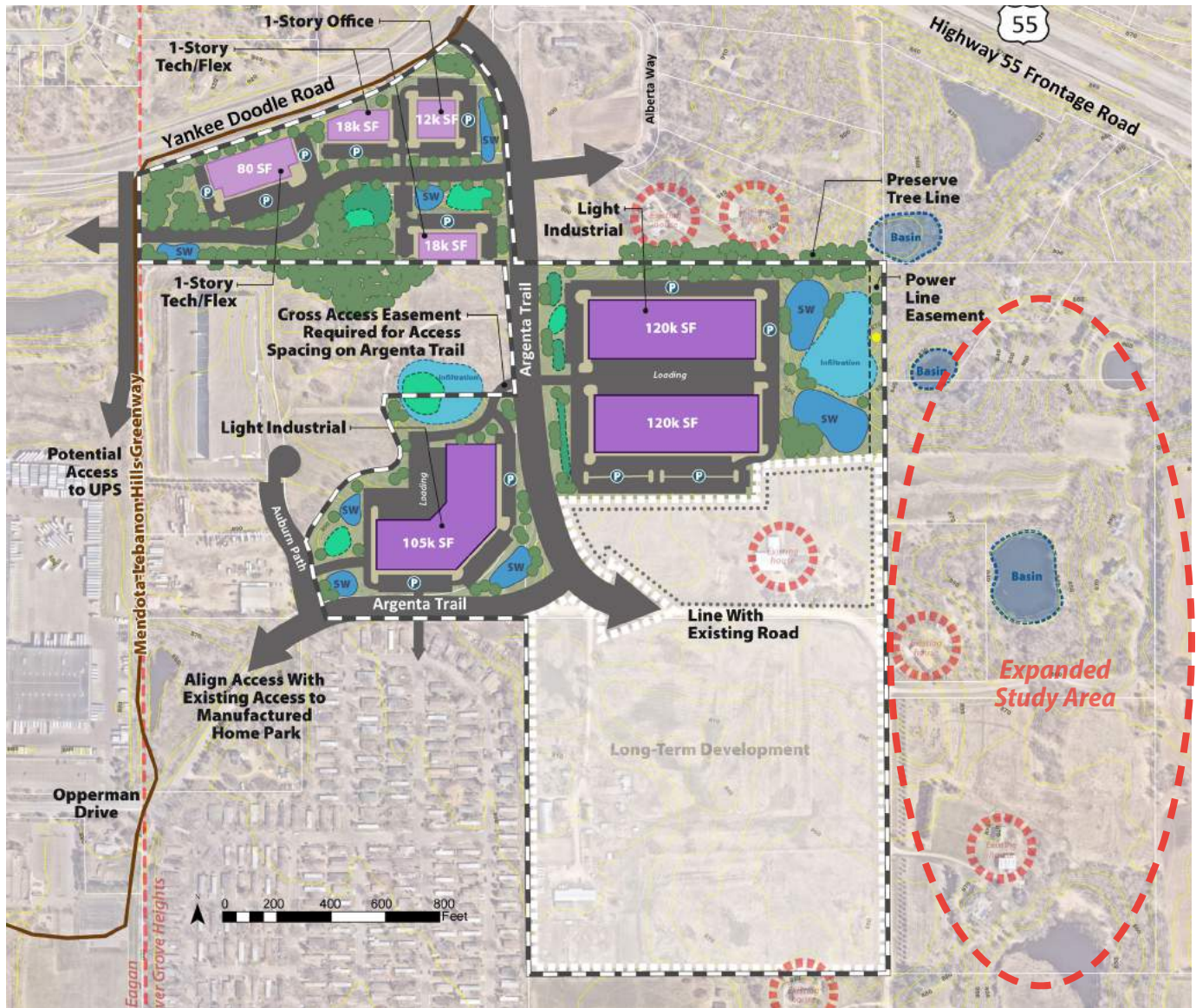


Figure 5. Preferred Concept Short-Term Diagram

Development Summary

Preferred Development Concept

Land Use	# Units	Sq. Ft.
Low Density Residential	46 +/-	
Medium Density Residential	22 +/-	
Office - Tech/Flex		125,000 +/-
Light Industrial		345,000 +/-

Expanded Development Area

Land Use	# Units	Sq. Ft.
Low Density Residential	90 +/-	
Medium Density Residential	90 +/-	



Employment uses are likely in the initial stages of development

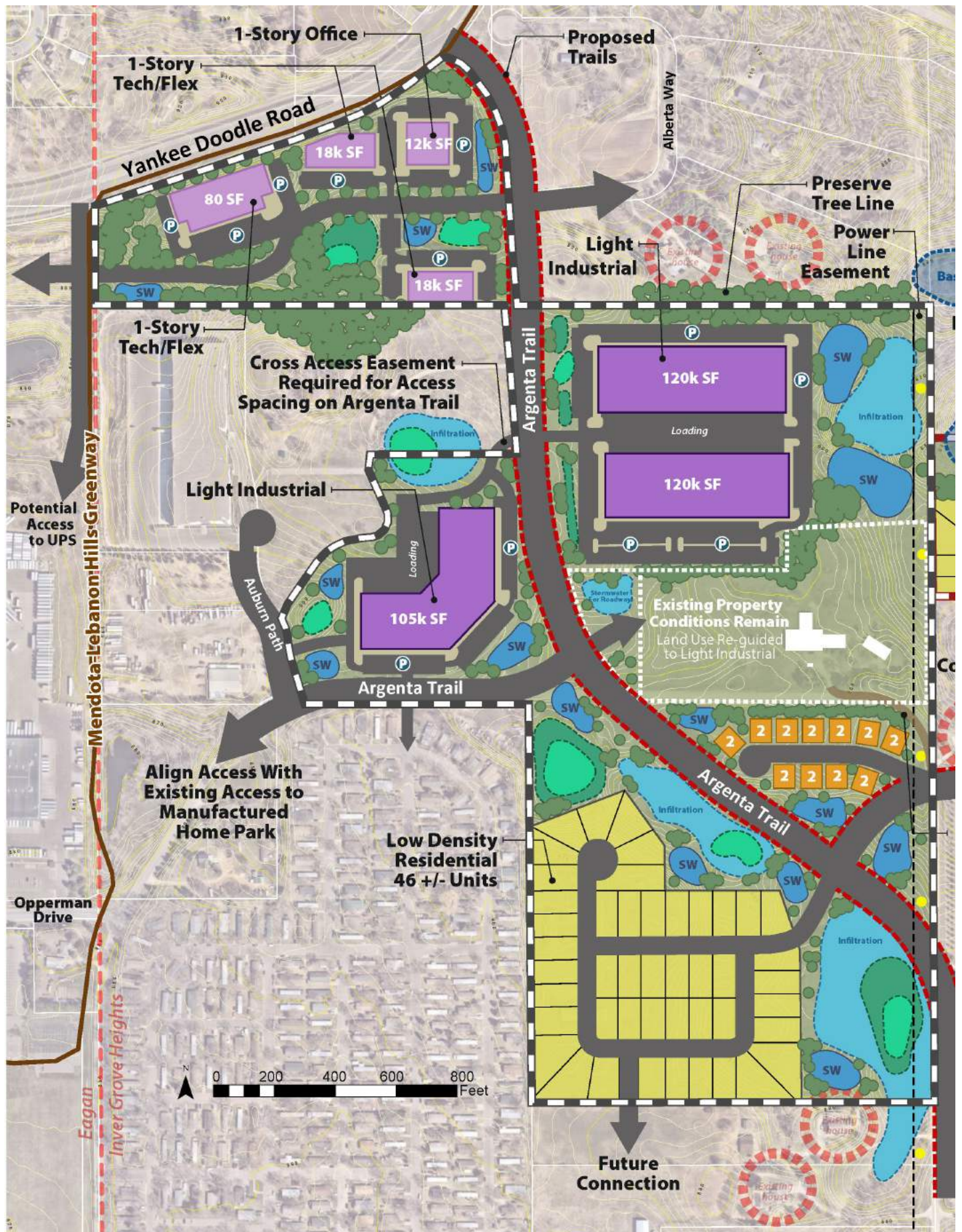
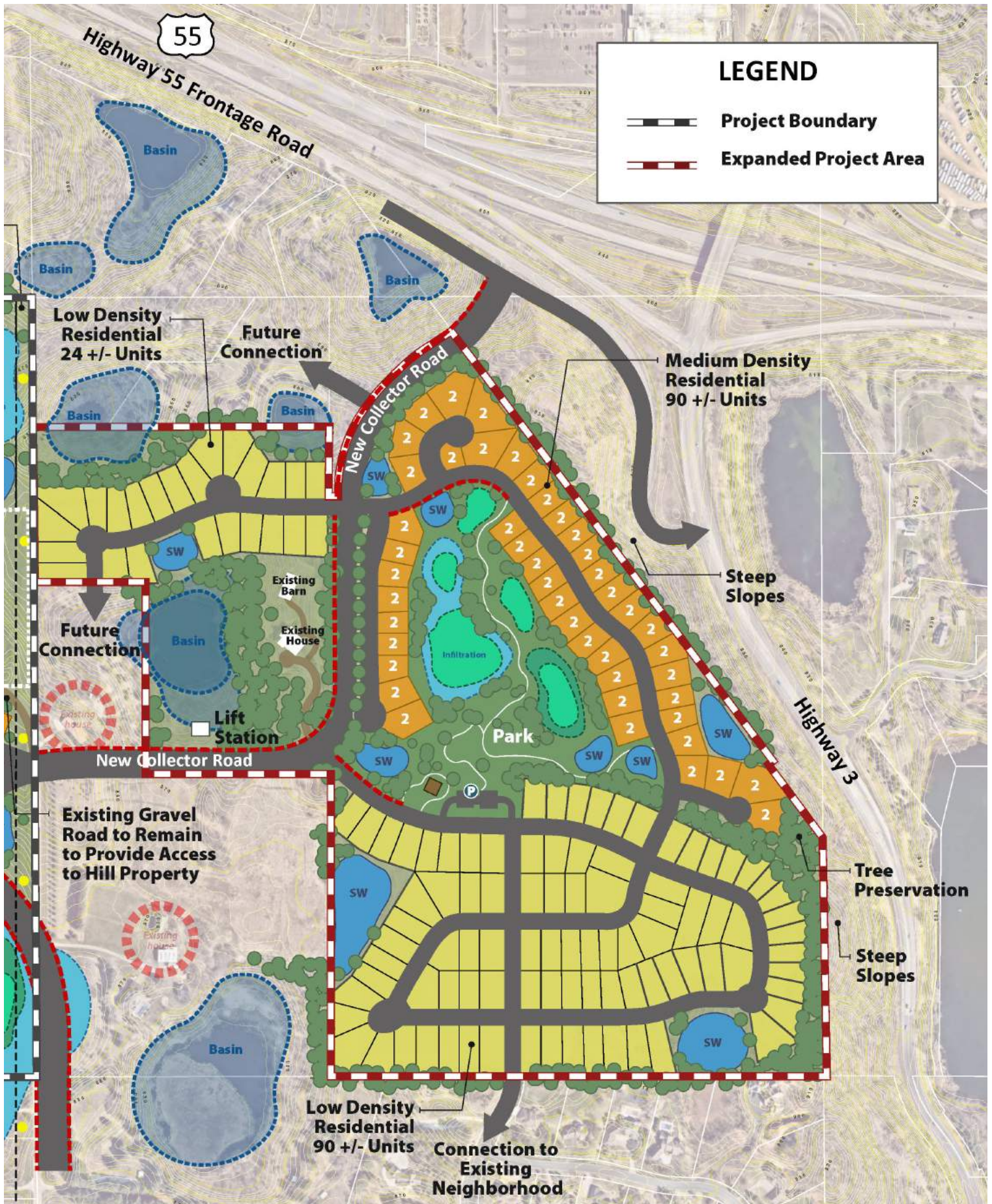


Figure 6. Preferred concept with expanded study area





LAND USE DEFINITIONS

Low Density Residential (1-4 du/ac) - Traditional, detached single family homes.

Low-Medium Density Residential (4-8 du/ac) - Small lot single-family homes, rowhouses, or townhomes (side-oriented attached housing).

Medium Density Residential (8-12 du/ac) - Duplex, triplex, rowhouse, or townhome side by side oriented attached housing.

Industrial/Office Park - Tech flex, light industrial, warehouse and office park.

Park/Open Space/Stormwater - Active and passive park space with stormwater elements.

Proposed Land Uses

Land Use

- Light Industrial land uses are guided for properties both east and west of Argenta Trail in the study area generally north of 82nd Street West.
- South of 82nd Street (HM Ranch Property) is guided as medium density residential north of the extended Argenta Trail/Alverno Avenue County Road alignment and low density residential to the south.
- Areas east of the original study area follow the existing Comprehensive Plan land use guidance with Medium Density Residential near Highway 3 and Highway 55, and Low Density Residential making up the balance of the undeveloped land area.

Transportation

- Argenta Trail/ Alverno Avenue is realigned to reflect the direction of the Dakota County Regional Visioning Study. The planned realignment hugs the stormwater treatment areas identified in the Northwest Area Stormwater Study and the existing powerline easement running north/south along Alverno Avenue.
- The intersection of Argenta Trail with the future County Road realignment is reconfigured and will have intersection controls established.
- A new collector road is proposed to connect east from the future County Road to the Highway 55 Frontage Road. The alignment best serves adjacent lands for development and removes potential impacts to significant stormwater treatment basins located near the powerline easement running north (the original alignment proposed for the collector road).
- Working with the City of Eagan, the potential exists for additional access from Yankee Doodle Road to serve light industrial areas of both Inver Grove Heights and Eagan – including the possibility of a reconfigured access for UPS directly north to Yankee Doodle Road.
- Additional future roadway connections are shown to link existing neighborhoods, large lot residential properties, or future development areas.



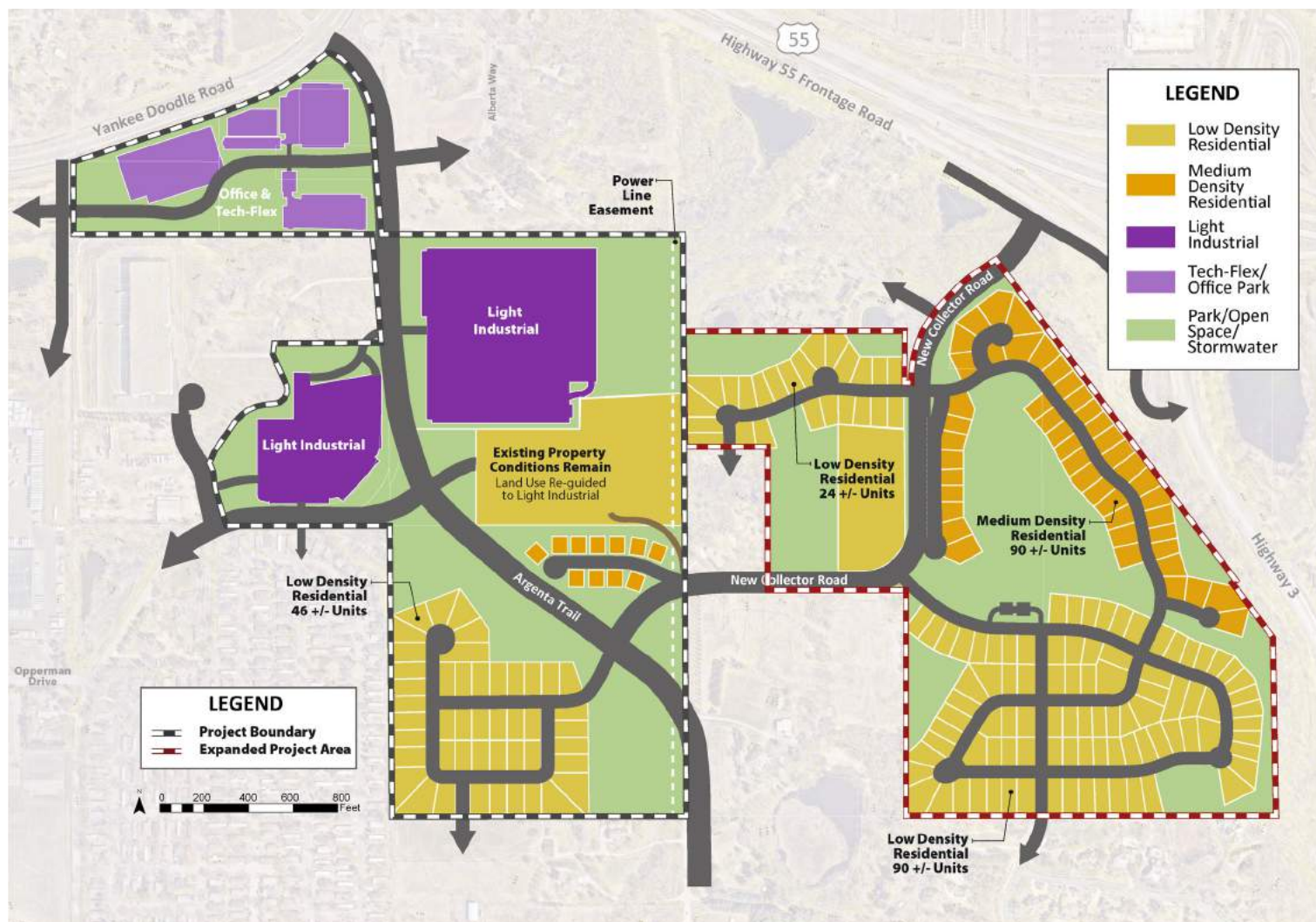


Figure 7. Preferred concept planned land use diagram



Light industrial



Tech/flex

Proposed Park/Trail/Open Space + Stormwater Treatment Improvements

- Opportunity for neighborhood park near central to the development area in the expanded study area. Park could be integrated with existing wetlands in the center of the development area.
- Trails extend along the collector roadway to connect other residential areas to the proposed neighborhood park.
- Trails are anticipated on both sides of the extended Argenta Trail/ Alverno Avenue.
- Infiltration areas are preserved along the existing power line easement and along the extended Argenta Trail/ Alverno Avenue.
- Natural topography dictates development pattern and location of stormwater treatment facilities and infiltration areas.



Rainwater garden



Infiltration basin



Park amenities



Paved park trails



Park amenities



Figure 8. Preferred concept parks, trails, and open space diagram



Rainwater garden



Stormwater as an amenity

Proposed Utility Improvements (With Expanded Study Area)

Sanitary Sewer

- The existing JPA allows for properties west of existing Argenta Trail to be serviced with sewer and water by the City of Eagan.
- Additional areas east of Argenta Trail that have enough elevation for gravity flow and lower flow uses are proposed to also be served by Eagan with a modified JPA between Eagan and Inver Grove Heights.
- Remaining undeveloped lands will be served by a sanitary sewer lift station and force main. The lift station location has been identified to allow all undeveloped parcels the ability to gravity flow sewer to the lift station. The force main from the lift station follows the new collector roadway, the Highway 55 frontage road, and connects back to the existing Inver Grove Heights sewer system north of Highway 55.

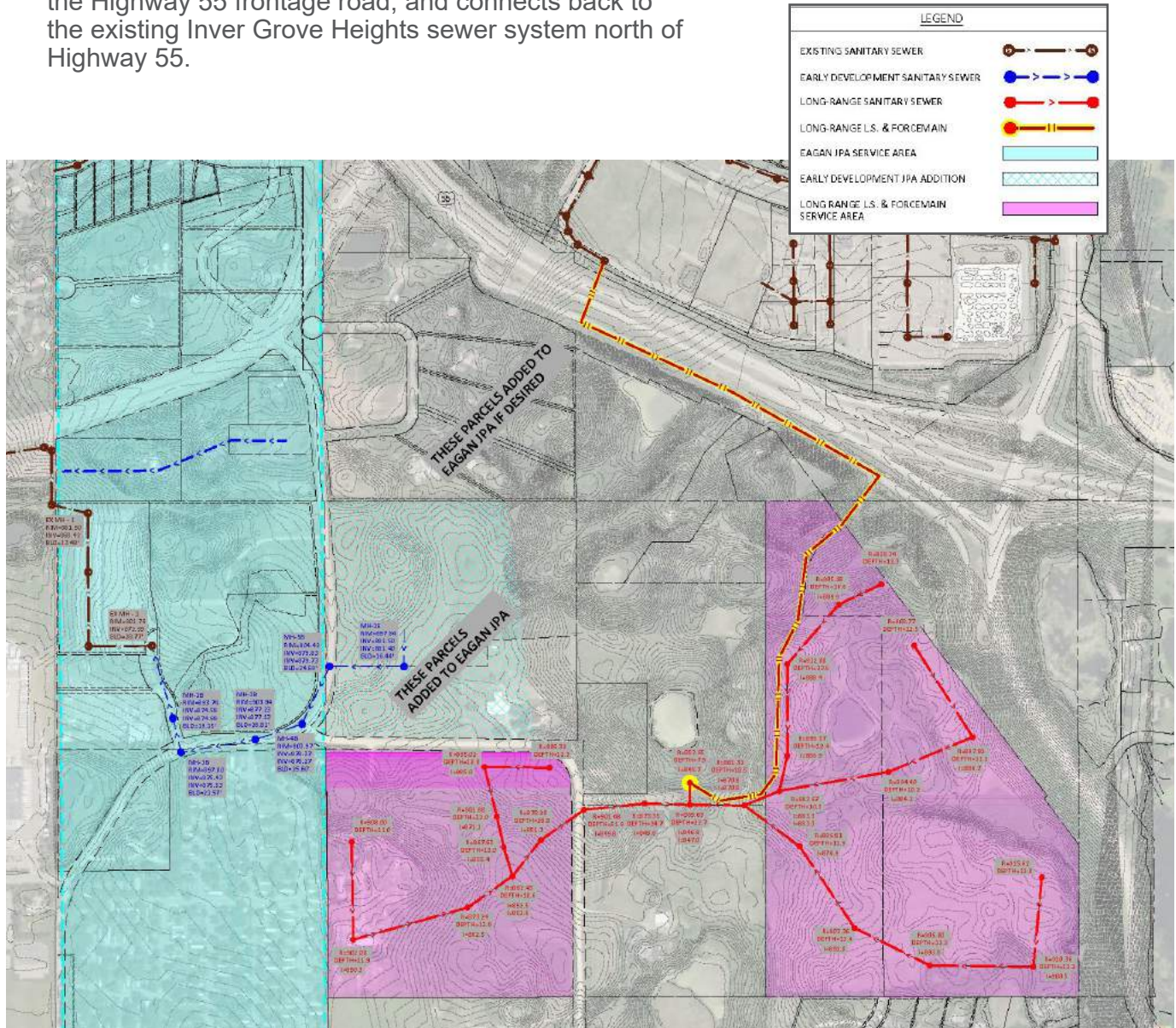


Figure 9. Preferred concept proposed utilities - sanitary sewer

Proposed Utility Improvements (With Expanded Study Area)

Watermain

- Water main will connect along Argenta Trail to Opperman Drive to provide access for near-term development
- Water main for future development will follow the collector roadway network.
- Pressure reducing valves at the connection point to Eagan's system and the existing Inver Grove Heights system will be required.

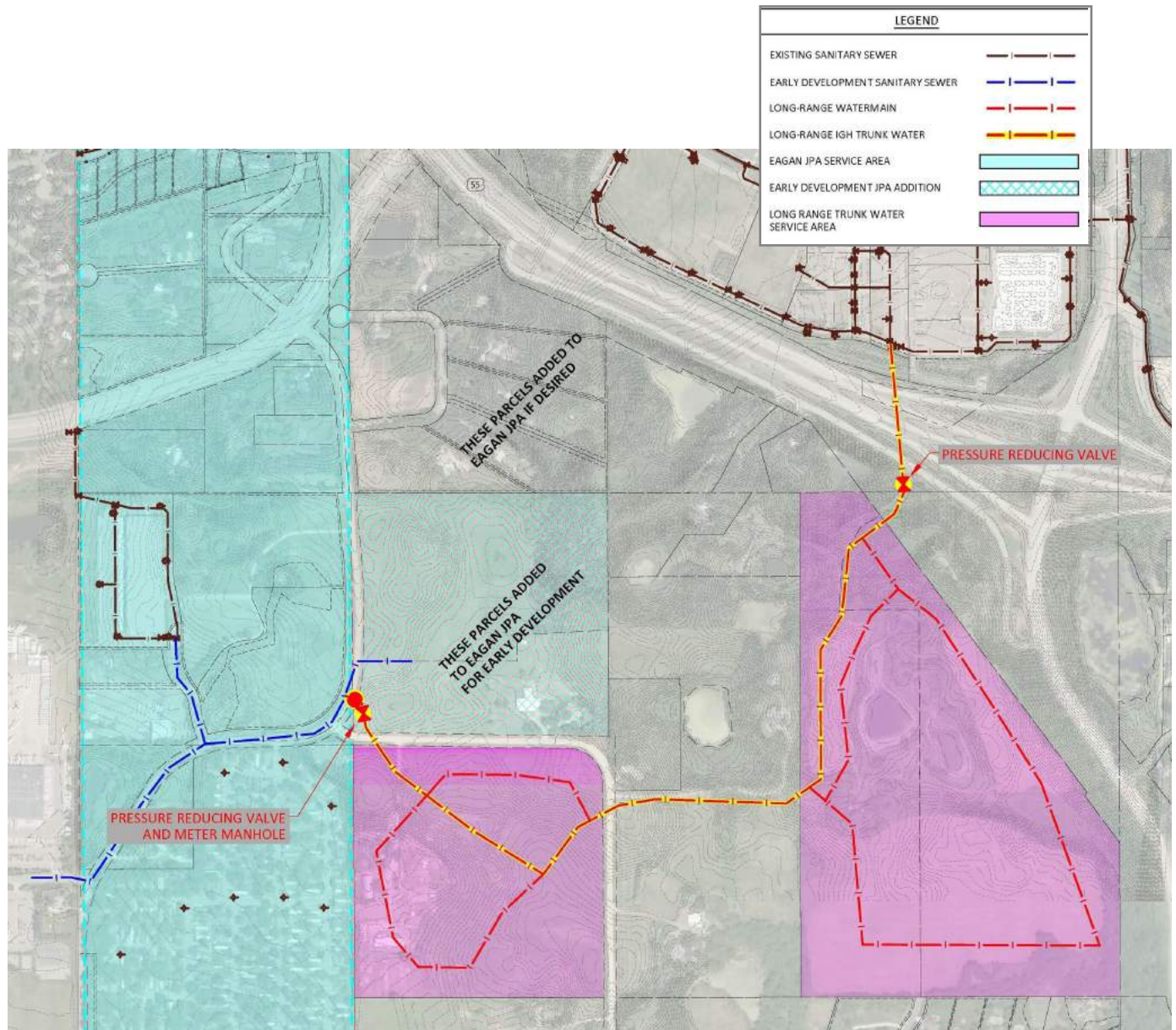


Figure 10. Preferred concept proposed utilities - watermain





IMPLEMENTATION

Keys to Implementation

There are many factors to successfully realizing the vision set forth by the City of Inver Grove Heights for the South of Highway 55 Small Area Plan. These factors apply regardless of the actual form and timing of development, as development will span a number of years. The vision may have to adjust to respond to changes in market conditions and consumer preferences, land ownership, and broader community-wide goals, yet at the same time it is important to protect the vision against short-term opportunities that compromise the long-term vision. With the planning provided in this summary report, consistent policy implementation and commitment to the vision, development will eventually reach the critical mass that leads to success. This chapter provides an overview for roles, actions, and investments required to realize the full build-out of the growth area.



Patience

Transformation of the South of Highway 55 Small Area Plan will not be implemented overnight. The time-frame for implementation reflects its evolutionary nature, looking forward over a period of years. The desired change often requires the patience to wait for the right things to happen, rather than making changes simply to be seen as doing something.



Commitment

Commitment to the growth area and patience go hand-in-hand. This study does more than simply seek to attract new development to shovel ready sites in Inver Grove Heights; it provides a road map to enhance the entire growth area. Commitment to the Small Area Plan means the willingness to actively promote public and private investments that align with the objectives of the study. It also requires the willingness by decision makers to deter developments which do not meet the objectives of the Small Area Plan. Not all of these decisions will be easy or will they occur exactly as analyzed in this document.



Financial Reality

Implementing the Small Area Plan requires careful investment of public funds, but the private side of the financial equation must not be overlooked. New development and existing businesses will pay for their portion of the improvements called for in the plan. The Small Area Plan seeks to balance the investment in public initiatives with the creation of a financial environment that sustains successful businesses and strong neighborhoods.

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Strategic Investments

If financial support for the plan was unlimited, the need for strategic decisions would be less important. With limited funds, every expenditure is crucial. It is not possible to immediately undertake all of the initiatives described in the Small Area Plan. Needs and opportunities not contemplated in the plan may arise in the future. Every investment must be evaluated for its impact on enhancing the overall growth area.

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Roles & Responsibilities

There is a temptation to give sole responsibility for implementation of the South of Highway 55 Small Area Plan to the City of Inver Grove Heights. Many of the powers and resources needed to undertake the actions prescribed in the plan are held by the City, yet the success of the plan cannot be made only by the responsibility of City government. Achieving the vision for the corridor requires ongoing collaboration of both public and private stakeholders. This section describes the roles and responsibilities of key parties.



Business and Property Owners

While the City influences the physical setting, the South of Highway 55 Small Area Plan will become a place for employment and mixed residential uses. Property owners interested in development will determine the type of employment and residential developments that meet the land use guidance provided in the growth area plan. Property owners will decide how to approach development of their property and carry forward their proposal to the City of Inver Grove Heights.



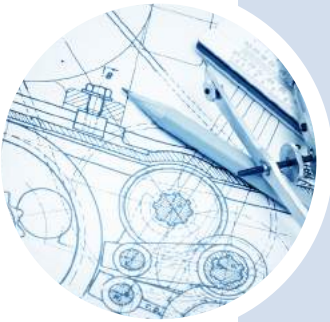
City of Inver Grove Heights

The ultimate responsibility for implementing the recommendations of Small Area Plan rests with the City of Inver Grove Heights. The Planning Commission and City Council will provide direction on staff resources, review proposed development projects, and approve public investments. Responsibility for managing on-going development in the growth area will primarily fall on the Planning, Engineering, and Parks and Recreation Departments.



Engineering Department

The Engineering Department also plays a major role in the design of public infrastructure (roadways and utility infrastructure) improvements needed to support development and redevelopment in the growth area. The Engineering Department is a key player in planning for future roadway and transportation improvements, including ongoing conversations with the City of Eagan on sanitary sewer and water main interconnections, and Dakota County on the realigned Argenta Trail/ Alverno Avenue extension.



Community and Economic Development Department

The Community and Economic Development Department will share a lead role in managing implementation for the City with the Engineering Department. The actions to be taken by the Community and Economic Development Department to implement the study include:

- Application of land use controls and development guidelines to shepherd private development;
- Review of development plans and proposals;
- Coordination of planning for capital improvements needed to facilitate development; and
- Creation of financial plans for development/redevelopment of public investments and continued monitoring.



Parks and Recreation Department

The Parks and Recreation Department is responsible for planning and developing the proposed neighborhood park and network of trails throughout the growth area. They will also lead coordination efforts with Dakota County on the location of the Mendota-Lebanon Hills Regional Trail and additional trail connections in the study area.



Planning Commission

The Planning Commission has the lead responsibility for evaluating the application of land use controls needed to implement the Small Area Plan. The Planning Commission advises the City Council on issues involving the establishment of and compliance with the Comprehensive Plan and the Zoning, Subdivision, Shoreland, Tree Preservation, and Sign ordinances. The Planning Commission also reviews residential, commercial, and industrial development proposals and makes recommendations to the City Council according to the goals and objectives of the Comprehensive Plan.



City Council

The City Council sets the foundation for implementing the Small Area Plan consistent with the overall mission of the City. While other bodies (Planning Commission and Park and Recreation Board, for example) play key roles in the implementation process, important development powers reside with the City Council. Among the powers that may be needed to undertake public initiatives in the Small Area Plan are:

- Allocate money in the annual budget to capital improvements.
- Approve the establishment of potential tax increment financing (TIF) districts.
- Levy of special assessments for public improvements.
- Issuance of general obligation bonds to finance development and improvement projects.
- Authorize the expansion of the Joint Powers Agreement with the City of Eagan for near-term development.



Community-at-Large

The community of Inver Grove Heights must stay involved as development continues over time. The community must work together with decision-makers and provide the necessary input on any new development proposals. The community should provide comment on whether the proposed project meets the vision set forth in the Small Area Plan while respecting existing land owners' desires. Ultimately, the community must:

- Provide a singular focus for the plan. The knowledge gained from the planning process will allow members of the community to efficiently and effectively comment on development proposals.
- Continue public involvement. Continue to attend public meetings, or provide comments and suggestions to proposals as they come forward.

Land Use Controls

The initial focus of implementation will be on actions needed to establish the Small Area Plan as the official guide to development of the study area. These implementation procedural steps involve the adoption of key policy documents and updated development controls.

1

Approve the South of Highway 55 Small Area Plan

The first implementation step is for City Council actions to approve this Study. These approvals set the stage for subsequent actions such as amending the comprehensive plan, zoning ordinances, capital improvement programs, and the allocation of financial resources.

.....

2

Amend Land Use Controls

Study approval is the trigger for taking other actions needed to guide land use for the area in accordance with this plan. Land use controls not only promote the desired development outcomes, they also prevent development that is not consistent with the Small Area Plan.

.....

3

Comprehensive Plan

The City will need to update the Comprehensive Plan with the new “South of Highway 55 Small Area Plan”, including the land use plan designations (Chapter 3) and appropriate policies consistent with the vision of the plan. Amending the Comprehensive Plan creates the foundation for all other implementation actions. Consistency with the Comprehensive Plan is a statutory requirement for zoning regulations, capital improvements and redevelopment projects. The South of Highway 55 Small Area Plan will be added to the Comprehensive Plan as an additional appendix.

.....

4

Zoning Regulations

More direct control of development comes from zoning regulations. All development will be approved through the Planned Unit Development process. Consistency with the approved Small Area Plan will be a key component in which to analyze proposals.



Light industrial warehouse



One story office



Townhomes (MDR)



Single family homes (LDR)

Phasing

The ultimate phasing of development in this area will be dependent on a variety of factors based on the specific geographic location for the Small Area Plan and a number of infrastructure improvements that will need to be made in this area to allow development to occur. Individual projects will have their own lateral infrastructure improvements such as local roads, water, sanitary sewer and storm sewer systems.

Near-Term Phase

The near-term phase of development focuses on the employment related uses along Argenta Trail. These uses will gain sewer and water infrastructure from the City of Eagan. The areas east of Argenta Trail are already in the Joint Powers Agreement with the City of Eagan for municipal services. The property to the east will need to have the Joint Powers Agreement amended to include this area.

Long-Term Phase

The areas generally south of 82nd Street and those properties in the expanded study area to the east will be later phases of development. This broad area of development will be provided the fees to pay for the necessary lift station, force main, watermain infrastructure, and the collector roadway network. It is anticipated these areas will begin to see development in 5-10 years.



City Infrastructure Costs & Ehlers Analysis

One goal of this planning process is to determine whether the proposed new development uses will pay sufficient fees and property taxes to cover the costs of the water, sewer, and roads needed to serve the development.

Utility Costs

The City has invested a significant amount to extend the water and sewer lines into the Northwest Area. Further extensions are needed, as described above, to serve the proposed development south of Highway 55. The new extensions are expected to cost approximately \$1.7 million for water and \$1.8 million for sewer. The City intends to recover its costs for both the existing investment and new extensions through connection fees paid when development occurs.

The financial analysis indicates that the proposed development, once all completed, will generate fees sufficient to pay for the extensions to the area South of Hwy 55 but will only be able to repay the City for about \$400,000 in prior sewer improvements.

An additional challenge in funding the utilities is timing. The City needs to install all \$3.5 million of the utility extensions up front to serve any development that is not served by Eagan. For example, if one parcel is ready to develop that will only generate a small portion of the total fees expected from the area, the City would need to identify other funding sources to pay the \$3.5 million in utility extensions needed for the area. Therefore, the cost of utilities may prove a barrier to the residential development not served by Eagan unless it all develops all together or a different funding mechanism is used.

Sources - Water and Sewer Development Fees

PREFERRED CONCEPT - RESIDENTIAL PROPERTIES ONLY	COST
Water	1,464,102
Sanitary Sewer	2,202,519
Opus Water Contribution	-
PRV	100,000
Oversizing Trunk	137,500
TOTAL SOURCES	3,904,121

Uses - New Water and Sewer Utilities Excluding Existing Utility Extensions

PREFERRED CONCEPT - RESIDENTIAL PROPERTIES ONLY	COST
Lift Station	896,875
Force Main	907,555
Grinder Station	-
Water Main	1,700,000
TOTAL USES	3,504,430

Utilities Over (Under)

	COST
Water	1,602
Sewer	398,089
TOTAL	399,691

Roadway Costs

The new roadways and intersections are estimated to cost approximately \$1.6 million to install. Over the next ten years the proposed development is expected to generate approximately \$7.3 million in city property taxes (in today's dollars). The property tax revenue will be enough to pay for the new roads plus other City services.

Sources - Estimated Increases in City Portion of Property Taxes

PREFERRED CONCEPT	ALL DEVELOPMENT	OPUS DEVELOPMENT
Property Taxes at Full Build-Out	-	-
Annual City Property Taxes	855,876	102,159
Present Value	7,300,794	871,437
(10 Years at 3%, No Inflation)		
TOTAL PRESENT VALUE	7,300,794	871,437

Uses - Transportation Improvements (Net of Special Assessments)

PREFERRED CONCEPT	ALL DEVELOPMENT
Collector Roadways (65% of Total Cost)	1,064,700
Roadway Upgrades	570,000
TOTAL USES	1,634,7000

Transportation Over (Under)

TOTAL	5,666,094

**Request for Council Action****Consider Resolution Approving Proposal for Engineering Services and Authorizing Land Acquisition Team to secure needed Easements for City Project No. 2020-12, Argenta Trail Drainage Improvements (69th St. to 65th St. - Basin F-025)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	September 13, 2021	None	X
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: County Turnback Funding, Storm Water Utility Fund	X

PURPOSE/ACTION REQUESTED

Consider resolution approving a proposal for engineering services and authorizing land acquisition team to secure needed easements for City Project No. 2020-12, Argenta Trail Drainage Improvements (69th St. to 65th St. - Basin F-025. Staff will have a presentation for Council at the meeting.

SUMMARY

The City is planning to implement storm water facility improvements along Argenta Trail from 69th Street to the north as part of the turnback of County Road 63 to the City.

Kimley-Horn and Associates, Inc. submitted a proposal for data collection, easement coordination, final design, wetland and DNR permitting, and bidding assistance for City Project No. 2020-12 for a not-to-exceed cost in the amount of \$53,900.

This project will not need a public hearing as there are no assessments associated with it. Funding will come from County turnback funding and storm water utility funding.

Staff recommends acceptance of the proposal (IPO 38A) from Kimley-Horn & Associates, Inc. for engineering services for City Project No. 2020-12.

TJK/kf

Attachment(s): Proposal

Project location map

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

**RESOLUTION APPROVING PROPOSAL FOR ENGINEERING SERVICES AND AUTHORIZING
LAND ACQUISITION TEAM TO SECURE NEEDED EASEMENTS FOR CITY PROJECT NO.
2020-12, ARGENTA TRAIL DRAINAGE IMPROVEMENTS (69TH ST. TO 65TH ST. - BASIN F-025)**

RESOLUTION NO. 2021-250

WHEREAS, the feasibility study for City Project No. 2020-12, dated May 21, 2021 was approved by Council on July 26, 2021; and

WHEREAS, Staff requested a proposal from Kimley-Horn & Associates Inc. for engineering services since they have familiarity with the project and are part of our engineering consultant pool; and

WHEREAS, Kimley-Horn & Associates Inc. submitted a proposal (IPO 38A) for engineering services to include data collection, easement coordination, final design, wetland and DNR permitting, and bidding assistance for City Project No. 2020-12 for a not-to-exceed cost in the amount of \$53,900.

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

1. The proposal (IPO 38A) from Kimley-Horn dated August 20, 2021 is hereby approved.
2. Staff is authorized to hire and initiate a land acquisition team (appraiser, city attorney) to secure easements as needed.
3. Funding will be from County turnback funding and stormwater utility fund.

Adopted by the Inver Grove Heights City Council this 13th day of September 2021.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

INDIVIDUAL PROJECT ORDER NUMBER 38A

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: Argenta Trail Drainage Improvements – Final Design
69th Street to 65th Street (Basin F-025)
City Project CP 2020-12

General Category of Services: Final design and bidding services

Specific Scope of Basic Services: Preparation of final plans, preparation of easement documents, property owner and agency coordination/permitting, and bidding assistance. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: Final Construction Documents
Easement Documents
Permit approvals
Bid Summary and Recommendation Letter

Method of Compensation Exhibit B. 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:

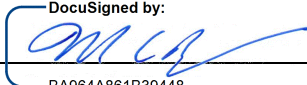
CITY OF INVER GROVE HEIGHTS

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

DocuSigned by:
BY:  Mark Bishop
BA964A861B39448...

TITLE: Senior Vice President

DATE: 8/20/2021

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 38A

ARGENTA TRAIL DRAINAGE IMPROVEMENTS – FINAL DESIGN
69TH STREET TO 65TH STREET (BASIN F-025)
CP 2020-12

The City of Inver Grove Heights is planning to implement storm water facility improvements along Argenta Trail from 69th Street to the north (towards 65th Street) as part of the turnback of County Road 63 to the City. The proposed project is described in the Argenta Trail Drainage System Improvements Feasibility Study dated May 21, 2021.

1. DATA COLLECTION

A. Topographic Survey

A Kimley-Horn sub-consultant will complete up to one (1) day of supplemental topographic survey of drainage system features that were not accessible or that were not part of the planned improvements at the time of the original survey.

B. Geotechnical Investigation

A Kimley-Horn sub-consultant will complete up to two (2) SPT borings at locations of outlet control structures and/or culverts up to 14.5 feet in depth. Lab testing will be completed to determine moisture and organic content for the purposes of providing subgrade preparation recommendations. A report will be provided with testing results, analyses, and recommendations.

2. PROPERTY ACQUISITION / EASEMENT COORDINATION

As identified in the feasibility report, planned improvements will require the acquisition of temporary and permanent easements. The following right-of-way acquisition services are proposed for the project.

A. Parcel Sketch and Legal Description

We will prepare parcel sketches for up to five (5) properties requiring permanent easement. Pioneer Engineering, as a Kimley-Horn sub-consultant, will obtain O&E Reports for each property and prepare legal descriptions for the temporary and permanent easements on up to five (5) properties. We have assumed the City attorney will incorporate the parcel sketches and legal descriptions into an easement agreement document.

B. Easement Coordination

We will lead the coordination of permanent easement acquisition with up to five (5) property owners for the City. We have assumed the following services listed below will be necessary to acquire the permanent easements.

- Draft and mail early notification letters to owners with formal project information and seeking landowner contact information.
- Maintain an active inventory of property owner information, meeting minutes and statuses of negotiations with each landowner.
- Conduct and coordinate up to two (2) meetings with 4 of the property owners and up to four (4) meeting with the property owner at 6760 Arkansas Avenue. The first meeting will serve to introduce the need for the easements and review specific property impacts and subsequent meetings will serve to present and coordinate an offer.
- Prepare offer packets for each parcel or negotiate zero cost settlement.
- Coordinate drafting of permanent easement agreements and assessment waivers with the City attorney

We have assumed the following in preparing the scope of work listed above for right-of-way acquisition services.

- The City attorney will prepare and draft permanent easement agreements.
- The City will attend property owner meetings.
- We will coordinate appraisal needs with City staff. We anticipate needing an appraisal for the property at 6760 Arkansas Avenue. Following confirmation of necessary appraisals, the City will contract directly with an appraiser.
- The City will assist in determining permanent easement compensation and negotiations with property owners.
- Lender consents will not be attained for any of the properties.

3. FINAL DESIGN

A. Project Management, Meetings and Public Involvement

Kimley-Horn will provide overall project management and utilize internal project management tools to monitor budgets, staff roles, and responsibilities for the project. We will communicate project updates directly with the City's project manager. We will coordinate three design team meetings with City staff to review final plans and discuss agency coordination efforts. We have assumed that the following meetings will be necessary:

- Final design kick-off meeting
- 95% plan, specifications, and permit application review meeting
- Final redlines review meeting

B. Preparation of Construction Plans

We will prepare final construction plans consistent with the 60% plans prepared during the feasibility study phase:

- Cover Sheet
- Statement of Estimated Quantities
- Removals and Existing Conditions Plan
- Construction Plan and Profile including culvert Laterals
- Outlet Structure Detail Plans

- Turf Establishment and Erosion Control Plan

We will provide the City with one full-size set and PDF of the plans for each submittal. All electronic files will be provided at the final plan completion stage.

C. Detailed Bid Items and Quantities

Upon completion of final design, we will provide the City with detailed quantities and bid items for all the improvements proposed as part of the project. We have assumed this task will include updated cost estimates at 95% and final completion of plans and specs.

D. Final Construction Specifications and Project Manual

We will prepare a project manual containing the bidding and technical specifications for the project consistent with City standard documents. We have assumed the City will provide their most recent bidding documents as a go-by.

E. Final Drainage Analysis

We will complete the final design and hydraulic modeling of the necessary structures and culvert replacements. If changes are made, we will update the report accordingly.

F. Private Utility Coordination

We will utilize the survey of underground utilities to understand the potential private utility conflicts for the project. Our scope of work includes one utility coordination meeting and notifications of utility companies of the project schedule/requirements.

4. WETLAND AND DNR OHWL PERMITTING

Wetland investigations and field delineation were completed for the project corridor during the fall of 2020. In total, eight wetlands, one ephemeral stream, and three channels were delineated. One of the wetlands (basin F-022) was identified as MN Department of Natural Resources (DNR) Public Water 19003600. Wetland types and boundaries were approved in a Wetland Conservation Act (WCA) Notice of Decision (NOD) on February 17, 2021 and in a letter from the US Army Corps of Engineers (USACE) dated March 8, 2021. The NOD is valid for five years. The USACE letter is valid in perpetuity unless site conditions change. Based on improvements described in the feasibility study, we anticipate permits and/or regulatory approvals needed from the DNR and Dakota County Soil and Water Conservation District (SWCD). Approvals are not anticipated to be needed from the USACE as the wetlands are not expected to be considered Waters of the US (WOTUS); however, an Approved Jurisdictional Determination (AJD) will be requested to confirm.

A. Purpose and Need

We will develop a sequencing plan that documents the purpose and need for the improvements and alternatives that were considered. A narrative will be developed that explains how the improvements have either avoided and/or minimized wetland impacts to the extent practicable, describes unavoidable wetland impacts, a mitigation plan (if necessary),

and erosion control plan. The sequencing plan will serve as the framework for permit applications with the DNR and Dakota County SWCD.

B. Permit Applications

Kimley-Horn will prepare a DNR Public Waters Work Permit using MPARS and a joint permit application for the Dakota County SWCD. The joint permit application will also be submitted to the USACE for an AJD. Due to the nature of the improvements, it is assumed that a no-loss determination would be made under the WCA, requiring no wetland replacement, and that no mitigation will be required from the DNR. This task assumes up to one agency coordination meeting to discuss improvements proposed as part of permit applications. Our permit application scope assumes that USACE will not take jurisdiction over any of the affected wetland areas and that no mitigation will be required for work in wetland areas.

5. BIDDING ASSISTANCE

We will produce a PDF version of the plans and specifications to be uploaded to QuestCDN. We have assumed the City will bid the project virtually via QuestCDN and no formal bid opening will be held. We will respond to contractor questions related to the project plans and specifications and prepare any necessary addenda. We have assumed up to one (1) addendum will be necessary during bidding. We will also prepare a bid tabulation and a bid summary letter following the bid opening.

EXHIBIT B
ESTIMATED COSTS

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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:

Work Task		Estimated Fee
1	Data Collection (Survey / Geotech)	\$ 7,200
2	Property Acquisition / Easement Coordination	\$ 18,700
3	Final Design	\$ 15,000
4	Wetland and DNR OHWL Permitting	\$ 7,000
4	Bidding Assistance	\$ 3,600
Subtotal		\$ 51,500
Reimbursable Expenses		\$ 2,400
Total		\$ 53,900

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$53,900 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

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

Notice to Proceed	September 2021
Site Survey / Geotechnical	September - October 2021
DNR Permit Application	October 2021
Plan Development	October – December 2021
Wetland Permit Application	November 2021
Final Plans	December 2021
Council Approves Final Plans	January – February 2022
Bidding	February – March 2022

SECTION 1: INTRODUCTION AND BACKGROUND

A. Project Location

The project area is located within the City of Inver Grove Heights just west of Argenta Trail and between 70th Street West and Interstate 494, as shown in black in **Figure 1-1**.



Figure 1-1: Project Location

B. Background

This area was the subject of a previous preliminary hydrologic/hydraulic study as part of Dakota County's planned improvements to 70th Street West/CSAH 26 (CSAH 26 and CSAH 63 Improvement Project). The area has had a history of high-water levels that have negatively impacted adjacent properties, created potential safety issues from high water levels on the roadway and adjacent ditches and created significant operation and maintenance challenges during high-water level conditions.

Following completion of the improvements along 70th Street, Dakota County will turn-back the existing Argenta Trail roadway to the City. The City and County concluded that improvements needed in this area would be completed through an improvement project separate from the County led 70th Street Improvement Project. This report addresses the drainage system improvements needed to better manage the historic high-water level issues that have been present in the system. As part of the turn-