

Inver Grove Heights City Council

Monday, October 25, 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, October 25, 2021, will be provided to the Council at or before the October 25, 2021, meeting.

1. Call to Order

2. Roll Call

3. Presentations

Recognition of Firefighters for Life-Saving Service

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 September 27, 2021, City Council Meeting.
ii. Minutes from the October 4, 2021 Special City Council Meeting.
- B.** Resolution approving Disbursements for period ending October 19, 2021.
- C.** Approve Personnel Actions.
- D.** Resolution accepting of State of MN Tourism Grant and Authorize Appropriate Parties to Execute Grant Agreement Documents.
- E.** Consider Approval, Acceptance, and Authorization of Parcel 17 (Blaisdell) Easement Acquisition for City Project No. 2016-13 - Cahill Trunk Drainage Improvements and Authorize Payment of Settlement Amount.
- F.** Approve short-term extension of Interim Parks and Recreation Director.
- G.** Resolution approving a Joint Powers Agreement for the Regional Roadway System Visioning Study Update - City Project No. 2018-17.
- H.** Resolution supporting Dakota County's 2022-2026 Transportation Capital Improvement Program.
- I.** Resolutions approving a Conditional Use Permit to allow manufacturing in a 96,000 square foot building located on Lot 2, Block 1, Inverpoint Business Park Second Addition.

5. Public Hearing

6. Regular

Community Development

- A.** Consider Approval of Rental Licenses (2).
- B.** Consider Approval of Resolution adopting Small Area Plan for Area North of Highway 55 and West of Argenta Trail.

- C.** Consider Approval of Resolution adopting Small Area Plan for Area South of Highway 55 near Argenta Trail.
- D.** Consider Approval of Park Dedication requirements for Peltier Reserve development; revised development contract for Peltier Reserve; and encroachment agreements.

Administration & Finance

- E.** Consider Resolution Approving the 2022 Medical and Dental Insurance Premiums and Contribution Rates.

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. Adjourn

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, SEPTEMBER 27, 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, September 27, 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 Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Interim Public Works Director Eckles, Community Development Director Rand, City Planner Hunting, Fire Chief Thill, and Finance Director Hove.

Also Present:

Mayor Bartholomew stated Agenda Item 6A. Consider Approval of Acceptance of Minnesota DNR Grant for Heritage Village Park, has been pulled from tonight's Agenda.

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

A. Minutes from the September 7, 2021, City Council Work Session.

B. Resolution 2021-251 Approving Disbursements for Period Ending September 21, 2021.

C. Consider Approval of Personnel Actions.

D. Consider Approval of Individual Massage Therapist License for Danielle Widen, at OyeSpa Aveda Lifestyle Salon & Spa.

E. Consider Approval of Real Property Identified by PID #20-00700-08-015 for Potential Acquisition Purposes.

F. Consider Approval of **Resolution 2021-252** Approving Settlement Agreement in Kleiber v. Nelson Auto Center.

G. Consider Approving Amendment to Lund Easement Purchase Agreement.

H. Consider Approval of a **Resolution 2021-253** Receiving Proposals, Selecting WSB for Consultant Administrative Services, and Appointing Additional Members for the Pavement Management Task Force.

I. Consider **Resolution 2021-254** Approving Change Order for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1 (South Grove Townhomes Development).

J. Consider **Resolution 2021-255** Approving an Amendment to Engineering Services Proposal from Short Elliot and Hendrickson, Inc. (SEH) for City Project No. 2021-09D Bryant Lane Area Improvements (aka Majestic Woodlands).

Councilmember Murphy requested pulled Agenda Item 4I.

Audience Member requested pulling Agenda Item 4D.

Motion by Murphy second by Gliva to approve the Consent Agenda with the exception of Agenda Items 4D and 4I.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4D. Consider Approval of Individual Massage Therapist License for Danielle Widen, at OyeSpa Aveda Lifestyle Salon & Spa.

City Clerk Rebecca Kiernan stated this was pulled at the request of the Applicant, Danielle Widen.

Danielle Widen, 1780 93rd Circle East, introduced herself and said she has been doing massage for awhile and wanted to come forward for approval.

City Clerk Kiernan stated Ms. Widen did the required background investigation. She recommended approval of the request.

Motion by Piekarski Krech second by Gliva to approve the Individual Massage Therapist License for Danielle Widen, at OyeSpa Aveda Lifestyle Salon & Spa.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4I. Consider Resolution 2021-254 Approving Change Order for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1 (South Grove Townhomes Development).

Councilmember Murphy asked if this was a product of being unable to see underground. He questioned if some digging was done, and things were found that had to be dealt with in a different way. He wanted to know how this came about.

Interim Public Works Director Klay Eckles responded this project is to try to provide an outlet for an area of town that doesn't have a way for water to escape. When the developer came forward to develop the property, Staff wanted to move forward with their project in parallel with the developer project. A quick estimate was done in the office and the estimate turned out to be off significantly. What may have happened is that it is currently a very volatile market. It was discovered as they got into the design that the pipe had to go deeper. Getting to a certain depth requires trench boxes to protect the surrounding area. The developer would be installing lots after the pipe is done, Staff doesn't want to disturb land the developer is putting lots on. Because there is some benefit to the developer, the developer agreed to participate in the extra costs above what Staff estimated.

He said the Engineers are a bit embarrassed by the overage. When he looked at the area, he noticed power poles were in the way of construction and they need to protect the foundation of those homes. If this would not be done the developer would likely have to wait a couple of years for the soils to reconsolidate. He said it was in everyone's interests to get this project in. It protects the neighborhood from flooding and the developer is willing to work with the city to get this done. Staff recommends moving forward.

Motion by Murphy second by Piekarski Krech to approve Resolution 2021-254 Approving Change Order for City Project No. 2021-11 - Trunk Storm Sewer Extension for Landlocked Basin JP-1 (South Grove Townhomes Development).

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:**6. REGULAR AGENDA:***Parks and Recreation:***A. Consider Approval of Acceptance of Minnesota DNR Grant for Heritage Village Park.**

This item has been pulled from the Agenda per Staff request.

*Community Development:***B. Consider Approval of Rental Licenses.**

Community Development Director Heather Rand stated the request is for two Rental Licenses for properties located at:

7550 Banning Way
6852 Craig Court

The Applications have been reviewed. These are two-year licenses. The Police Department conducted background checks on the management firm and approved the license applications. Staff recommends approval of the two requests.

Motion by Dietrich second by Gliva to approve Rental Licenses for properties located at:

**7550 Banning Way
6852 Craig Court**

Ayes: 5

Nays: 0 Motion carried.

C. TEXAS REPUBLIC SIGNS - Consider the following requests for property located at 11650 Courthouse Boulevard:

1. A Resolution relating to a Variance to allow a free-standing sign 75 feet in height whereas 38 feet is the maximum height at this location. Resolution 2021-256

2. A Resolution relating to a Variance to allow a free-standing sign 309 square feet in size whereas 100 feet is maximum. Resolution 2021-257

City Planner Allan Hunting stated the request is from Texas Republic Signs for the Pilot Travel Center located on the east side of Highway 52/55 and 117th Street. The Applicant is proposing a new free-standing sign larger than currently on site. This would provide better visibility for semi-trucks heading northbound as the 117th Street Bridge has a big impact on visibility for the site.

The proposed location of the sign was referenced on an aerial photograph. He stated the Applicant would remove the location "A" sign which has an existing pilon next to it. If the variance is approved the Applicant would also remove the sign in location "B".

An image of the proposed sign was shown and would be 75 feet in height. City Planner Hunting stated all signage together would be just over 309 feet high. Maximum height in I-1 is 10 feet above building height. The building is 28 feet high, maximum height would be 38 feet. The maximum size square footage for a sign freestanding is 100 square feet. Staff has not located a history of variances. Each existing sign has been larger than 100 square feet and the other 52 feet high. There have been signs up to as high as 240 square feet in the city. With the different oil companies that have come through this location, the signage has changed over the years with a history of larger signs on site. 117th Street

does limit visibility for trucks heading north. Semi-trucks need more time than a typical passenger car so they can find the site, get into the correct lane, and safely exit the freeway. The Applicant has said they would remove the 2 signs if approved.

He stated Staff has a history of recommendations being more conservative, concerned about size and height, and believe this could be accomplished with a smaller sign. Staff believes from looking at the pictures provided by the Applicant, the "Pilot" signage would be about 62 feet high and visible with a 240-foot sign. He said the Applicant pointed out they need the additional height to include pricing and to show the restaurant. Those details are important to their clientele. He stated the Planning Commission reviewed and felt strongly the variances were warranted to provide visibility for the site and recommended approval 8/0. The Resolution in the Council packets is an approval Resolution approving a 75-foot-tall sign and 309 square feet as the Applicant proposed.

Councilmember Piekarski Krech asked if it interferes with regulations. She asked if there was anything stating they cannot have a 100-foot-tall sign in the Ordinance. City Planner Hunting responded they do not. Some areas have overlays such as the airport where there is a limit, but there is nothing in this area that would limit. There were no other issues with height.

Councilmember Dietrich asked if the lumens would be the same or if it would be brighter, different bulbs. She was curious about how light it would be when it's very dark. City Planner Hunting responded there is only a maximum lumination on dynamic billboards. Free standing signage does not have a maximum.

Councilmember Piekarski Krech asked if there were residential properties in the area. City Planner Hunting responded there is no residential in the area. There is Industrial, DNR behind, and a Distribution center. She stated the sign would be lit 24/7. City Planner agreed it would be lit 24/7.

Michael Everett, Texas Republic Signs, 2211 Pech Road, Houston, Texas, 77055. He stated he has Ross Shaver on the phone who was unable to make it due to Pilot's protocol with Covid-19.

Ross Shaver, Project Manager for Pilot Travel Centers, 5508 Lonas Drive, Knoxville, Tennessee, 37909. He stated Covid has changed the trucking industry. Pilot owns and operates two brands; Pilot Flying J is the largest travel center truck stop company in North America. They had a majority of their customers under Contract where trucking companies would have to fill up their diesel at this facility. With truck driver shortages due to Covid, trucking companies were allowed to fill up wherever they want to get the best pricing. That has required their company put importance to having a good price. He stated that truck drivers price fuel far in advance. Not only is the Pilot name and price important, it is also very important to let them know what restaurant concept is at the facility, which is a Subway. He said they own and operate about 750 locations. There is a lot of information available about what is needed for height and square footage for legibility and safety. For big vehicles moving at a fast pace, they want to them to have a quarter mile visibility for them to be able to make a safe maneuver. That is how they came up with 75 feet along with a flagging study. The signs are very expensive at about \$2,000 per lineal height.

Mr. Everett displayed diagrams of scale, one included the current sign and the proposed sign, a quarter mile from the exit point. At a half mile, it was not visible. He responded about the Lumens saying it dims itself during the night, so it is not as bright, during the day it does brighten. It would not be any brighter than it is now.

Mayor Bartholomew asked if the Applicant proposes putting any other plaque on the sign if they would need to come before the Council with the request. City Planner Hunting responded that was correct, they would have to ask for a new variance. Mayor Bartholomew questioned if the only thing that can be changed is the content. City Planner Hunting agreed.

Councilmember Murphy asked if it was a condition of the variance to remove two signs to put up one sign. City Planner Hunting responded he did not add that but felt it was wise to add that as part of the condition of the variance approval. Add that the variance would be approved provided both signs "A" and "B" are removed.

Mayor Bartholomew stated the Planning Commission approved the height and square footage. He said he sees no reason not to approve. The more visibility, the more advantageous it would be to get trucks/vehicles off to that station without an accident. He said he could support both variances; 75 feet and the square footage of 309.

Councilmember Murphy stated he could support. He said he would feel more comfortable adding the condition to remove two signs to add the one larger sign.

Motion by Murphy second by Gliva to approve the request by TEXAS REPUBLIC SIGNS for property located at 11650 Courthouse Boulevard:

1. A Resolution 2021-256 relating to a Variance to allow a free-standing sign 75 feet in height whereas 38 feet is the maximum height at this location.

2. A Resolution 2021-257 relating to a Variance to allow a free-standing sign 309 square feet in size whereas 100 feet is maximum.

With the condition added that signs "A" and "B" are removed

Ayes: 5

Nays: 0 Motion carried.

Fire:

D. Consider Approval of SAFER Grant.

Fire Chief Judy Thill gave the following presentation regarding the SAFER Grant:

SAFER Grant:

- **S**taffing for
- **A**dequate
- **F**ire and
- **E**mergency
- **R**esponse
- In February 2021, the Council authorized submitting a Grant Application to fund 9 full time staff.
- Staff was notified September 10, 2021 that the city was approved for the award.

General Overview:

- Covers 100% of all salaries and benefits for 9 FTEs for three full years.
- There is no city match.
- The 9 FTEs would include:
 - 6 full time Firefighters
 - 3 full time Lieutenants

- The present Duty Crew has one full time Captain and two Paid on Call (POC) Firefighters.
- Grant would allow to split the Paid-on Call. One on each Duty Crew:
 - 1 full time Captain, 1 full time shift Firefighter, and 1 Paid-on Call Firefighter.
 - 1 full time Lieutenant, 1 full time shift Firefighter, and 1 Paid-on Call Firefighter.

What the Grant means for the community:

- Improved response time. Especially northern.
 - Crews would come out of two locations.
 - Would not house both crews at Station 2.
 - Original Duty Crew was out of Station 1.
- Improved safety.
 - Quicker response time for fire and medical calls.
 - Additional crew of 3 Firefighters on scene more quickly for the more serious calls can help improve the outcome of the incident.
- Ability to maintain high level of service as community continues to grow and calls increase.

She stated the city is growing and will continue to grow. They need to make sure to grow with the community as it grows to be able to provide the same level of staffing and maintain things as they do now.

- Calls continue to increase:
 - Calls for the last 10 years have increased considerably to the point where it has doubled.
 - Will continue to go up as the city continues to grow.
- Second Duty Crew:
 - Community benefits.
 - Fire Department benefits. Safety is always a concern. For the most serious calls, when having to call the other station for help, that means help is needed right away. Rather than waiting for Firefighters to come from home, they would have the extra help coming right away in the second Duty Crew.

Firefighters do a lot of training on shifts as well as other duties:

- Truck checks.
- Equipment checks.
- There are three Stations. The Duty Crew keeps all vehicles in a state of readiness with these checks. This is on top of training, calls, and activities the Duty Crew is required to go to.
- Looked to trying to have the Duty Crew help the Fire Inspector with inspections. Unfortunately, there isn't enough time in the day. Especially due to the way calls are increasing.

What a Grant means to the Fire Department:

- Improved safety for Firefighters. More Staff on scene.
- Improved efficiency.
 - Splitting work between two crews allows more time for training, inspections, pre-plans.
- Ability to try and meet National standards. (Currently do not meet National standards).
 - NFPA requires a specific number of Firefighters to arrive on scene in a specific amount of time. This is a National standard the Department would like to head toward.
 - This would allow them to get closer to that National standard.

What the Grant means to the Paid-on Call Firefighters.

- Understands that not every Paid-on Call Firefighter wants to be a Firefighter.
- Some join with the desire to be a Paid-on Call Firefighter. They go through city training and outside training.
- Having these 9 positions gives them an opportunity to stay in the Inver Grove Heights Fire Department.

- They want to be a full time Firefighter, do the extra training, train with the city. If they are not hired, they would be hired somewhere else.
- Between simultaneous calls and larger calls, an entire Station needs to be paged out. For example: If the Duty Crew is busy at 2:00 a.m. and need another response to something minor, an entire Station would need to be paged to do it.
- Having a second Duty Crew would help reduce the amount of call backs that Paid-on Call has to respond to outside of their normal staffing of the Duty Crew.
- There are currently two Paid-on Call spots to fill and will continue to have two Paid-on Call spots to fill in the future.
 - Instead of two Paid-on Call spots and one Duty Crew, they would have them split. What that does is helps when there are newer younger inexperienced Paid-on Call Firefighters. Having two full time people help guide them along helps them learn faster.
- Even though they are looking to fill these positions from within, they fully intend to backfill those positions.
 - Do everything they can to fill the 9 positions if hiring all 9 from within.
- Not looking at reducing any type of training opportunities/expectations with Paid-on Call, would still offer those the same.

What the Grant is NOT intended to do:

- The intent has not and has never been to make the IGH Fire Department into a full time Fire Department.
 - With a population of 36,000, should be able to maintain a large Paid-on Call contingent for many years.
 - When Fire Chief Thill was hired, she was the first full time employee which made the department a combination department.
 - FEMA has four definitions they go by:
 1. Completely non-career Fire Departments. (Paid-on Call, Volunteer, Part time).
 2. Combination with primarily non-career. (What this Department currently is).
 3. Combination with primarily full time.
 4. Fully career Department.

She stated even if adding the 9, 75% of the Staff would be Paid-on Call. Would still be a combination department with primarily non-career Firefighters.

- 9 would give more stability. Currently needed and needed for the future of the city.

Costs:

- The Grant will pay up to \$3,423,623.88
 - For Firefighters, it depends on what the pay scale comes in as.
 - Has not been rated yet. \$3.4 million would be the highest but can come in under.
 - Grant reimburses for actual costs. For example, if coming in at \$3.2 million, the remainder would go back to the Federal Government if not spent.

She stated she had 3 Staff in the 2022 Budget. If the Grant is approved those 3 requests would be removed out of the 2022 Budget. They are not looking for 12, they are looking for 9 total in the Grant. Big Step:

- Will be challenges.
 - Need to get 9 full time Firefighters hired and backfill the 9 if hiring them all from within.
 - Plan on running another recruitment drive if they get the Grant so they can try get people hired before fire training begins in January.
 - Realizes anytime a department moves forward there will be challenges with this Grant and the available financing, they consider this a positive thing in trying to help move forward.

- Good time to add Staff. Applied for this Grant last year but did not get it. It was needed last year, need it now, and will need it in the future.
- City will continue to grow, will continue to need to add Staff.
- Grant helps with financing going forward.

Capital Concerns:

- Station 1 changed from 1 room to 3 office areas. Currently there is 3 separate sleeping quarters.
- Look at potentially adding a Station Alerting System (2023). Lights go on alerting to wake. Currently similar to what is expected at home, pagers go off, get up and go to the call.
- Goal would be to try to move the Duty Crew to Station 3 to allow for one on the north side of town and one in the middle of town.
 - This does not have to happen right away; it is not immediate.
 - Discuss challenges at Station 3 with repairs.
 - Or can stay at Station 1 if Council desires.
 - If moving to Station 3, perhaps not invest in the Station Alert system right away. Wait for that expenditure.

Grant Challenges:

- How to pay for this in year 4.
- The Fire Service Delivery Study is currently in process.
 - Will be done by the end of the year.
 - Do not need to decide tonight. Can look at keeping the scope the same or tweaking the scope and adding the 9 in to see how that affects the outcome.
- Acknowledge there will be different pay scales for full time and Paid-on Call.
 - Not everyone wants to be a full time Firefighter.
 - Need to remind everyone this is one Fire Department. It is not a full time Fire Department, not a Paid-on Call Fire Department. All are equal members in this Department.
 - Need to make sure both groups feel their worth.
 - Continue to provide opportunities for all.

She stated there are many successful combination Fire Departments in Minnesota. Her plan if the Grant is approved, is to contact other Fire Chiefs and find out lessons learned, how they did things, and make sure the same mistakes made are not repeated. Try to keep everyone together as one department.

- Reduce temporarily. If hiring from within, Paid-on Call ranks to fill full time positions.
 - Will backfill lost Paid-on Call positions.

Grant Rules:

- Must accept or decline the Grant by October 10th.
- Have 180 days to hire all 9 new Staff.
 - Timer started August 31, 2021.
 - Have to have everyone hired by February 27th, 2022.
- During the 3-year Grant period, operational positions cannot be eliminated. The following are all considered to be operational positions. Cannot eliminate any of these 12 positions during the Grant cycle.
 - Have 3 existing Shift Captains
 - 3 new Lieutenants
 - 6 new Firefighters
- There are provisions if 1 of the 9 gets another job, moves, decides this is not for him/her:
 - If this takes place, will have to let them know there will be a period of time that there would not be someone in a given position.

- No costs would be incurred, therefore no reimbursement.
- If there is a Worker's Comp injury the Grant provides for that. If there is any out-of-pocket cost to the city of one of the 9 hired, the Grant pays.

Mayor Bartholomew congratulated the Fire Chief on writing a successful Grant and winning the award. He asked if there was a Grant document that can be seen. Fire Chief Thill responded she would send it to all Councilmembers.

Mayor Bartholomew wanted to be sure all were certain of the obligations and performance standards, if any are listed in the Grant. He asked the following questions:

- How they would maintain and prove compliance.
- What type of remedies the Grant would allow for failure to comply.
- If there was a grace or catch-up period.

He said he was concerned about how to pay for this after 3 years. Fire Chief Thill responded she would send the requested documents to the Council. There is a User's Guide that walks through reporting requirements, how to report, how to set things up. She would be spending time with the Finance Director to make sure things are set up correctly. She said they want requests for reimbursement at least quarterly but can ask for every pay period.

Mayor Bartholomew asked if the Grant was the same regarding intent and purposes as the application was. Fire Chief Thill responded nothing has changed.

Fire Chief Thill stated they requested City Attorney Bridget McCauley Nason look through all of the documents to make sure they are able/capable of meeting all requirements.

Councilmember Murphy asked for clarification on the importance of backfilling the 9 Paid-on Call. Fire Chief Thill responded to be able to maintain the number of Firefighters to fill those two positions. They have to have a certain number in order to sign up for shifts that are required. There are 2 Paid-on Call positions, there are about 52 Firefighters. If hiring 9 out of those, want to at least get back to the 52 so they can still continue to fill 2 positions.

Finance Director Amy Hove discussed how they would begin to plan for Year 4 stating it would be a pretty significant impact on future budgets and levies. There are three different options for the Council to consider, a way of phasing it in so the request in Year 4 isn't quite as large. She stated if Council has other potential scenarios, please let Staff know. Options are:

Option #1: Slow & Steady:

There are three sections:

1. Grant Period (This is the three years the Federal Government would completely reimburse the city for the costs of the 9 Firefighters).
 - In year 2022: There would be \$359,400 budgeted for 3 Firefighters. Under this scenario it is proposed reducing that to \$150,000.
 - Cost for the 9 Firefighters is just over \$1 million dollars.
 - Fully paid by the Grant.
 - The cost of what would be levied, \$150,000, would go straight to the Saving's Account.
 - In 2023: Increase that by \$175,000.
 - Now have built up a levy of \$325,000.
 - Levy sent to savings, \$475,000.

- In 2024: Increase of \$200,000.
 - To get to the levy set aside of \$525,000.
 - Savings balance of \$1 million dollars to pay for the cost in Year 4.
 - Cost of the 9 Firefighters:
 - In 2022: \$1 million dollars.
 - In 2023: \$1.1 million dollars.
 - In 2024: \$1.2 million dollars.
 - In 2025: \$1.263 million dollars.
 - Estimates in a 4% increase in costs a year. This takes into consideration: Step increases, COLA, and potential health insurance costs.
2. Saving Spend Down Period (The city would levy a certain amount of money each year, setting it aside into a special savings account and then slowly phase on the cost in future years when the cost is now 100% on the city).
- In 2025: The city's levy portion has increased to \$738,000 (this is the year the cost is not going to be covered by the Grant).
 - Spend down \$525,000 of the savings account.
 - Leaves a balance of \$475,000.
 - In 2026: Planned for the slight increase. The levy would increase \$235,000.
 - Getting to a new levy total of \$975,000
 - Cost is at \$1.3 million dollars.
 - Have \$340,000 in savings that will be added in.
 - At the end of 2026 will have \$135,000 left in the bank to put toward this.
 - In 2027: Increased the levy another \$250,000.
3. Costs Fully Supported by the Levy (Getting to the year when the full levy will have utilized the full savings account and it is fully levied on the books).
- By 2028: An increase of \$190,000 is shown.
 - To get to a levy of \$1.4 million dollars.
 - No Grant dollars or savings will be used because it was used up in 2027.
 - Get to the levy needed to support the 9 full time Firefighters.

The Benefits/Key Takeaways:

- Savings account at the end of 3 years will be \$1 million dollars.
- The levy increase gradually increases over time. Phased in slowly, no sticker shock in year 4.
- Fully transitioned to the levy supporting those positions in 2028.
- Can actually reduce next year's levy by \$209,000 if they are only levying \$150,000 for the savings plan.

Mayor Bartholomew asked if the capacity rate has been run to see if there is the capacity and what it does to the rate. He asked if it could be protected and questioned if in 2023, our capacity would be (a given number) and this is how it would affect the rate. Finance Director Hove responded those numbers have not been run yet. With all of the reductions being proposed for next year's budget, they would incorporate that into an analysis.

Mayor Bartholomew referenced years 2024, 2025, and 2026 asking what it would do to the long-term capacity rate and if there is the underlying capacity to support. Finance Director Hove responded that can be plugged into the financial management plan.

Councilmember Piekarski Krech stated this is just Fire, they are not accounting for Police, Public Works, and other things that are going to want to increase. She asked what the total levy increase is going to be. Everyone is going to want more and it's all going to keep going up. Finance Director Hove responded this looks at the impact of planning ahead.

Councilmember Piekarski Krech commented it was strictly for the 9 Firefighters. It's not the whole Fire Department, it's not equipment or anything else. Finance Director Hove responded this was just a plan to cover salary and benefits.

Option 2: Jump start the savings and then go small:

Set up exactly the same way as Option 1 but made the following changes:

- Keep the levy. Keep the \$359,400. See what can be done in future levies so it doesn't have to be increased quite as much in future years.
- From 2022 to 2023 it was increased \$120,000.
- In 2024 also increased \$120,000.
- In 2025 bumped up a bit more to \$145,000.

The layering in of additional levy was just a bit smaller to leave room in other areas where the city may need to levy those dollars.

- In the first 3 years the Grant covers 100%.
- The savings account at the end of those first 3 years is about \$1.4 million dollars. Due to levying more in 2022.
- In 2025 they are slowly spending the savings down.
- There is some residual in 2028 to keep increases smaller so it transitions over to being fully levy supported in 2029.

The Benefits/Key Takeaways:

- Nice to jump start the savings.
- It's already in the budget.
- Already in the preliminary levy.
- Like the smaller annual increases, less impact on other areas where the city may need levy dollars.
- Savings at the end of 3 years, a little higher than Option #1 and the same as Option #3.
- Longer transition period.
 - If interested in getting that fully levy supported, this might not be the right option. This is another year of spending the savings down.

Option #3: Jump Start Savings, but big bumps every other year:

- Starting with \$359,400. Already part of this year's levy.
- Looked to see if there was a way to minimize impact on the rest of the city operations.
 - Is there a way to budget a larger increase for this cost every other year?
 - In the off years, leave it the same as it was the year before. Minimizes annual impact.
- In 2022: \$359,400 current levy in the preliminary levy and budget.
- 2023: Keep it at \$359,400.
- 2024: Increase it \$350,000.
- 2025: Year off.
- 2026: Increase it another \$350,000.
- 2027: Year off.
- 2028: Back to fully levy supported.

- How this looks in terms of savings:
 - Similar to Option #2: Grow to \$1.4 million dollars.
 - In 2025: Using a significant amount of savings.
 - In 2026: A smaller portion.
 - In 2027: More of the savings would be used.

The Benefits/Key Takeaways:

- Jumpstarting the Financing Plan.
- Same as option #1.
- Savings are the same as Option #2. Will have \$1.4 at the end of the 3-year Grant/savings period.
- Fully transitioned in 2028. Was not in Option #2.
- Will have a larger impact on levy increase years.
- Need to do more planning around the off years in terms of how to grow city operations.

She stated they ran a lot of different scenarios, there are a lot of viable options. Staff liked Option #1 which gives an opportunity to reduce next year's levy. She said if the Council is interested in getting prepared and preparing a prefinancing plan for when this is fully levy supported, this would be Staff's recommendation. Overall, all options would work.

Mayor Bartholomew stated they are looking at historically, a 2-4% increase in tax rates every year. If dropping this in they would likely be looking at a 6.5-7% tax rate from years 2022 to 2028. His concern was if they would have the capacity to handle that. He would like to see more analysis along those lines so they can see what it does to the capacity rate and tax rate. That would determine what each household and business would pay.

Finance Director Hove asked if there was a favorite Option, she could run those numbers on. Mayor Bartholomew responded he liked Option #2.

Councilmember Piekarski Krech stated definitely not Option #3, it bounced things too much.

Councilmember Murphy stated he liked Option #2.

Councilmember Gliva stated she was in favor of Option #1.

Councilmember Dietrich stated it would be Option #1 or #2 for her.

Finance Director Hove asked the Council if she should run the numbers for Options #1 and Option #2.

Councilmember Murphy stated there would be one more meeting before the deadline.

Councilmember Piekarski Krech responded unless a Special Meeting would be scheduled.

Mayor Bartholomew asked what the timeline was for getting the analysis before the Council. Finance Director Hove responded she would see what she could put together tomorrow. Mayor Bartholomew stated they could possibly get it in to a Special Meeting, there is a Work Session coming up.

Councilmember Piekarski Krech stated she would also like to see it in conjunction with the entire budget. The capacity and what has been done.

City Administrator Wilson stated it was relatively easy to model out potential expenditures. When modeling out a tax rate, they are making a whole series of assumptions. How much new tax base will be added through the addition of housing, commercial, multifamily. What will the value of that be? How will the value of the existing parcels in town change over the next 6-8 years? She stated she has a lot of faith in Finance Director Hove's ability to do this. It is going to be a large series of different assumptions around things if bringing in that many variables. She said these models are relatively easy because it is an expenditure projected out. They cannot control what happens in the local and national housing market. Being asked what that would look like in 2026 or 2027 is going to involve a lot.

Councilmember Piekarski Krech suggested doing the numbers for the first couple of years assuming they didn't have the Grant. She raised the following questions/concerns and requests:

- Questioned what these costs do.
- Would like to know where that effects.

She said they have been lucky the last several years because they haven't had major fluctuations, people understood valuations changing. She said there have been times when City Hall is filled with people who are angry about the change. That is a concern they always need to be aware of.

- She was concerned because they have not had the Fire Study done yet.
- She would like the Fire Study completed the way it started. She doesn't want the extra people added in.
- She wanted to know what was thought of the baseline before.
- Concerned about Union issues with salaries and Paid-on Call and how those relationships would work. There could be Human Relations issues that go with some of this.
- She said she was unsure how other Departments worked it out.
- Regarding National Standards, she asked if Inver Grove Heights was the only city in Dakota - County that isn't meeting National Standards.
- She asked if neighboring cities meet standards, and what they have done so they could meet standards.

She commented information is needed for her to be comfortable.

- Needs more information about what the long-term plan was.
- What the Organizational Chart looks like under this scenario.
- What Staffing looks like.
- How to make sure, with burnout with the current full time Staff as they fill in, how that would change, and what would be done.
- What are the job descriptions for new people and Paid-on Call people.

City Administrator Wilson stated she believed all would agree they wished the timing worked out better to have the Consultant Study completed. She wished for more than 30 days to accept or decline the application. She said she checked in with the Consultant that is performing the Service Evaluation of the Fire Department. They are in the early stages of the analysis of the data provided. She stated he shared that he would be willing to attend the Monday meeting remotely and would do additional work between now and then to provide preliminary thoughts on what the data is telling him. If the Council believes that to be helpful, she can take the final steps to arrange it.

Councilmember Piekarski Krech asked for additional information ahead of time. She said she needs time to sit down and look things through.

City Administrator Wilson stated they can use the remaining days of this week to address the questions asked.

Mayor Bartholomew understood it would be difficult. He stated there is a lot of historical knowledge. Valuations for existing stock is known. The difficult part would be the actual capacity relative to commercial. He felt they could be conservative and go with historical data. They could have best case/worst case scenarios with tax rates. He understands home values are going to fluctuate. Councilmember Murphy stated for example, assuming one of the three scenarios is approved, in 2028 and 2029 residents and Council cannot take the increase, he asked if they would be looking at a situation where they would be laying off or terminating Firefighters. Mayor Bartholomew responded he wouldn't speak to future Councils, but he doesn't believe it would be out of their jurisdiction to have a downsize. Councilmember Piekarski Krech responded Police Officers have been laid off or done by retribution, they were not replaced, in the last downfall.

Councilmember Gliva stated it would be helpful to have how the actual head count flows. For example: the 24-hour timeclock. How the entire cycle and the 9-fit in.

Councilmember Dietrich thanked Finance Director Hove for putting together these scenarios, the time she put into working on them, and the time invested in re-working them.

Mayor Bartholomew asked if they were looking at having a Special Meeting with further information next Monday.

City Administrator Wilson suggested the Council work with the City Clerk to legally call a Special Meeting for 6:00 p.m., a week from tonight. This matter can be addressed and then the Council would go into their regularly scheduled Work Session and discuss other Agenda Items previously planned.

Mayor Bartholomew asked if action was needed in order for this to take place. City Attorney McCauley Nason responded if it works for everyone to have a meeting at that time, it was fine to formally call a meeting. The Council would need to work with the City Clerk to send the written request in.

Mayor Bartholomew asked the Council if a 6:00 start time worked to hold a Special Meeting. Councilmember Murphy responded they already have a 6:00 start time. Mayor Bartholomew stated they could have the Work Session open after they hold the Special Meeting.

Councilmember Gliva suggested holding the Special Meeting ½ hour earlier if it works.

The Council was in agreement with a 5:30 p.m. start time.

7. PUBLIC COMMENT:

There were no public comments.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated there is a Work Session taking place on Monday with a Special Meeting prior.

Councilmember Piekarski Krech said the city had a wonderful clean-up day. She said she was very impressed with the SMART Center Open House today. The building is very well thought out with training rooms for Police Officers to be trained in Crisis Intervention Training. She met

the Drug Sniffing Dog for Dakota County. She saw the technology room where they can keep cell phones plugged in continuously for cases. She commented it was very impressive. She said she is happy to have this opening in the city and hopes they can welcome a lot of First Responders and Law Enforcement from around the five State area to come in for special training.

Councilmember Murphy asked if it was possible, when going forward and looking at developments in town, to include information in the Council packets about how much Park land was required by City Code and how much was donated. He felt this would save time going forward. He said he has not noticed it in anything and was wondering if he has missed it. He asked if this was something that could be added going forward. Mayor Bartholomew agreed it was a good idea. Councilmember Piekarski Krech said she felt the information was buried within the Development Contract. She thought it didn't state how much land, it states value. Mayor Bartholomew responded there was a calculation. Councilmember Dietrich agreed it was a great suggestion. She said there is a formula, and it would be nice to have it presented.

Interim Public Works Director Eckles stated the City Council has been very engaged in Pavement Management for the last several months. There is currently a fully staffed Task Force on Pavement Management. There is a consultant on board to help lead and facilitate the discussion. He said they are looking at potentially having the first meeting in mid-October. An invite and Agenda will be sent to Task Force members.

He stated the Council gave direction to work on 9 different pavement rehabilitation projects for next summer. Since the last meeting there are 3 consultants on board to help deliver those projects. They hope to make progress within the next month to contact those neighborhoods. He said that Staff was thankful for the support that Council has given. He said he believes they have all the tools to be able to deliver on this important issue.

City Administrator Wilson stated it is believed the Council needs one more Work Session than the calendar is providing and suggests to tackle that on October 18th. As they head into the holiday schedule there will not be a need to scramble for time. She asked if the date doesn't work for the Council to please let her know, otherwise they will continue planning for a Work Session that evening.

9. EXECUTIVE SESSION:

10. ADJOURN:

Motion by Gliva second by Piekarski Krech to adjourn the meeting at 7:22 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, OCTOBER 4, 2021 - 8150 BARBARA AVENUE**

A. Call to Order and Roll Call:

The City Council of Inver Grove Heights met in a Special Session on Monday, October 4, 2021, in the City Council Chambers. Mayor Bartholomew called the meeting to order at 5:30 p.m. The Pledge of Allegiance was recited.

Present In-Person: Council Members: Piekarski Krech, Dietrich, Gliva, and Murphy (present off camera); City Administrator Kris Wilson, City Clerk Rebecca Kiernan, City Attorney Bridget McCauley Nason, Fire Chief Judy Thill, and Police Chief Melissa Chiodo.

1. Continued SAFER Grant Discussion; consider acceptance of SAFER Grant

City Administrator Kris Wilson stated Stewart Gary with Citygate Associates will be attending this meeting remotely from out of State. Citygate has been contracted by the city to complete an assessment of the Fire Department Service, staffing, deployment methods, and response time. She stated the study is not complete yet, Mr. Gary has done some preliminary data regarding call volumes, call types, response times, and travel distances. Mr. Gary has agreed to give preliminary findings from the data analysis. Regardless of the decision made regarding the SAFER Grant, the study with Citygate will continue, the Council will see a comprehensive report at the end of this year or early next year.

Stewart Gary, Citygate Associates, LLC, stated he is a long time Fire Officer up through the ranks. This is his 51st year in the Fire Service. He has served in volunteer combination departments, went up through the ranks in career departments, and retired as Chief of a department. He has been consulting full time for 15 years in fire services with hundreds of clients throughout the western United States, and many around the Twin Cities area. He discussed the following items via Power Point presentation:

Policy Framework:

- Fire and EMS services are locally determined. There are no Federal or State minimum standards for staffing and response times.
- National Best Practices are published and are advisory. Communities can adopt all, some, or none of them. Some of the two largest of three Best Practice Advisories lean to substantially all career departments or all volunteer or paid-call departments.
 - 21 years ago, when the current set of standards were first published, they did not try to look at population, density, zoning, or urban/suburban/rural.
- Suburban cities in greater metropolitan areas tend to desire more urban outcomes and better response capacity.
 - This is not about becoming a career department. It asks what are the outcomes wanted for customer service. The outcomes desired keep small fires small and help patients medically when 911 is called.
 - From those outcomes, they help design a response system of staffing, paid on call, and career personnel and Police Officers to deliver that customer service.
- The Fire Master Plan will look at the risks to be protected, desired outcomes, and then design a response over time and distance.

Home Fire Timeline:

- Something is reported.
- Dispatch responds to the call, asks what the problem is, gets units moving.
- For Paid on Call, this means getting to the Fire Station.
- Protective clothing needs to be donned.
- Wheels rolling.
- Set up, assess the problem, mitigate the problem.

Fire, in a building room, once becoming open flame:

- Typically takes a single room to complete engulfment in 8-10 minutes from open flame.
- If people are trapped, time is of the essence to keep that 1-2 room fire from destroying the building of origin.
- When an acute EMS event occurs, the brain can only go 6-8 minutes without oxygen.
- A city can have a longer, slower, faster response system. It's a local choice and an ability to fund issue.

2 fundamentals to deployment:

1. The speed of the attack.
Want to get a small crew to each neighborhood quickly to minimize and terminate basic smaller day to day emergencies without going to catastrophic proportions.
2. The weight of the attack.
Massing several crews and multiple personnel to keep a serious fire from becoming a greater alarm, where involving more than the building of origin.

Response Times and Best Practices - 911 to Arrival:

- Urban area, 1st unit. Career and urban departments tend to settle on 7 minutes 30 seconds to 8 minutes in 90% of incidents.
 - First Responder arrives at the address.
 - If looking at National Best Practices for Volunteer Department/Paid on Call: 15 Firefighters within 10 minutes and 30 seconds to 90% of critical emergencies.
 - Average response time measures are no longer used or considered Best Practice in the National Advisory documents and in the Commission on Fire Accreditation in the United States.
 - Looks at getting to 90% of the serious emergencies city-wide in time to deliver the right staffing for the right outcome.
 - City response times at present 2020/2021:
 - Duty Crew (3 Firefighters) got to 90% of the incidents, especially if from Station 2, in 11 minutes from the time of call.
 - Some of this is due to location.
 - The Duty Crew is fairly busy during daylight hours, going to First Responder/EMF events all over the city.
 - 33 square miles is the large footprint for one company to cover.
 - Paid on Call (POC) units (2 Firefighters).
 - There is not any hard data on how many people are on which rig. Attendance is taken later, not at immediate dispatch.
 - Strong healthy POC program. Citywide, coming from 1 of 3 locations, is getting in there 8 ½ minutes to 90%.
 - Some of this is helped by the Duty Crew.

- Serious building fire (1st Alarm) requires companies from all 3 Fire Stations, multiple units, in 13 to 18 minutes at 90%.
 - In an urban area, downtown Minneapolis/St. Paul, would want all units on scene, 15 Firefighters within 11 minutes time of call.
 - This city is a little bit longer than that. There is more distance to cover, waiting for staffing to get from home or work back to the Fire Station.
 - This does not mean the response times in this city are broken or bad, they are not. They are more emerging suburban to heavy rural population density travel/response times. The question would be can/should the city do better.

Risks and Incident History:

- 35,000 +/- resident population. Slowly growing in the next 3-5 years.
- Businesses and institutions to protect.
- Mobile populations/visitors.
- 2,429 incidents of all types in the Fire Department in 2020/2021.
- Daily average demand of 6.65 incidents.
- 70% of those were to EMS. Those have increased year over year the last 3 years.
 - Prior to, and especially during Covid, as things got busier for both public safety teams, more and more First Responder/EMS was shifted to Fire.
- Atypical of other clients in the metro area, averaging about 38 building fires per year.
 - Bit higher structure fire rate.
- Six fire deaths in recent years.

Benefits of Duty Crew(s):

- Stabilizing force, ensure rapid response. Certain immediate response.
- Two Duty Crews, totaling 4 career Staff per day, plus a volunteer stipend to be the 3rd on each Crew, if no volunteer ever showed up, 2 Duty Crews of 4 career Firefighters would meet the Occupational Safety Standard of 2 in/2 out.
 - Cannot do interior firefighting inside of a building in the United States without 2 Firefighters outside to rescue a 2 Firefighter team or greater on the inside.
 - If showing up with 2-3 people, cannot go into a burning building unless there is a first-person visual sidewalk statement to say, "my child is trapped in the back bedroom".
 - Newspaper on the lawn or car in the driveway does not meet OSHA requirements to enter a burning building unless there is a minimum of 4 fully configured Firefighters at the incident.
- A few more career Staff allows program support instead of more Headquarters Staff - for training, logistics, fleet, building/station maintenance.
- Two Duty Crews at 6 personnel total (4 career plus 2 stipend Paid on Calls) would definitely balance the weight of attack needed if POC response is low.

Policy Choice:

- If fire continues to shift to EMS.
- Enables improved Police response times to non-EMS calls, increasing proactive patrol time and community engagement.
 - First Responder/EMS needs something more, who should that be, at what cost burden (in dollars and type of time).

- A 2nd Duty Crew on a Grant improves citywide access to care and response times.
 - This city is too big for just 1 unit.
 - There is not one dead even central Fire Station. (Even if there was one, the outskirts of the city are too far).
 - Over the next 3 years, in his early opinion of city data and working with Staff, is that better data and measures would allow a long-term staffing model decision as part of a Master Plan.
 - This would be a pilot program.

He stated he is also an ex-Elected Official in his second career. He knows it is tough sometimes to cut off a Grant, or cut part of a Grant back, at this point the city is innovating and doing a Master Plan. The city was one of the few awarded a Grant; do they want to continue to see what a 2nd Duty Crew does. He said the city needs a Paid-on Call program; they have a Paid-on Call program. Keep them engaged and train. If continuing to shift to EMS, in other departments in the Midwest and elsewhere, the more the daily mild acuity EMS patients need a Paid-on Call response from home or work starts to fray the ability of the Paid-on Call force to go to less acute or non-acute emergencies. They get tired. He said this city is in their “teen years”, there is a good system today if wanting to bet the Paid-on Call force will always be there to get to the right situation in the right timeframe.

Councilmember Piekarski Krech asked if it is being said that the current 3 new Lieutenants and 6 Firefighters is what the city needs. Mr. Gary responded yes, if fielding 4 career a day for 3 shifts, 24on/24off. If having 12 career, 4 per day, with the 3rd person on each crew being a Paid-on Call member on stipend, there would be 2 units spread apart each covering 50% of the city. Many of the EMS calls are daytime and the fact the single Duty Crew unit is substantially busy from 10:00 a.m. to 6:00 p.m. If a second or third call happens when they are already on the first call, the entire response burden falls to the Paid-on Call force to return to the Station. He said it is a good bridging solution, could be all the city needs, could be the final recommendation of the Master Plan. Continue to keep 52 Paid on Call members for as long as they are willing to serve the community. Keep them forever as a cost avoidance and catastrophic response force but have a smaller guaranteed on duty force 24 hours a day, seven days a week.

Councilmember Piekarski Krech asked if EMS was a critical part. Mr. Gary responded yes, the weight of more EMS calls transferring from Police to Fire raises the number of Fire Department responses per day. Its not that there are more EMS incidents. The First Responder meeting the Ambulance has been shifted substantially from Police to Fire. That means a volunteer who may have signed up 5 years ago to go to a few fires a month, signs up for a stipend shift assignment, is now possibly getting tasked, if not having a Duty Crew, to volunteer on average 6 times a day. That may be a commitment burden they didn't see coming when they first walked in the door.

Councilmember Piekarski Krech stated her concerns are lack of transparency. There is not a lot of information about the plan. She was unsure how Paid on Call would be integrated. She said Mr. Gray brought up the EMS issue. Regarding that, her question was with Police and Fire and what the city would do regarding this. If approved, she asked if this would free up Police time, would they need less Police Officers because Fire is going to be going to calls. She said she doesn't know how the system works. She commented when her husband was severely ill and she called 911, a Police Officer and

Ambulance showed up. She commented that the Fire Department does a fantastic job, she is super impressed with them, has been a recipient of their work, they were terrific. She realizes the importance and would like to say yes but needs to know how it is going to work. She stated the Duty Crew was started because they didn't have enough Paid on Call. Then they got Captains because the Duty Crew wasn't functioning the way they thought it should. She wanted to know that this whole plan is going to work, that they would not come up with some other huge issue in a year or two. She asked how Paid on Call would be kept in. She asked what happens with the Relief Association. She said there are so many questions.

Fire Chief Judy Thill stated when it comes to medicals, Police and Fire go to the more serious calls. She said she doesn't believe the Police would need to reduce their force because they are at capacity. Police need more people to help be proactive just like the Fire Department does.

Councilmember Piekarski Krech responded she didn't know if that relieves some of the pressure on Police. If they would be able to do other things the Police Chief has said she wants to get done. Fire Chief Thill responded it would help give Police a little more capacity.

Councilmember Piekarski Krech asked the following questions:

- What the plan was for
- How it would be integrated
- If accepting this Grant, what would the Grant do for the city
- What is the benefit
- How do they justify this benefit
- It's needed now, why
- How would it benefit Paid-on Call. Would it make more of them stay

She stated this plan still has Paid-on Call people coming. She asked how they would make sure they maintain their value.

Fire Chief Thill stated the Duty Crew was put together to help stabilize the Paid-on Call because they were losing some based on the increase in calls the city had. The Duty Crew helped absorb the increase in calls. The Captains were put in to help stabilize the leadership. She responded to how the Paid-on Call would be integrated saying that it would be no different than they are right now; still part of the group, training. She said as Mr. Gary stated, this could be all the Fire Department needs to help stabilize the Paid-on Call going forward. Currently it is needed to stabilize the Paid-on Call force. There are a lot of simultaneous calls, there has been rescue situations and fires where there were only 2 people searching, putting out the fire, and pulling people. It's not just for the safety of the Firefighters, its also for the safety of residents.

Councilmember Piekarski Krech questioned if having problems recruiting and maintaining Paid on Call Firefighters now, what is it about this Grant that would alleviate some of that problem. Fire Chief Thill responded they are still able to maintain 50+ Firefighters. This would relieve some of the call backs so people that do join are not called out at 2:00 a.m. For example, last Friday there were 18 calls in one day. There is no time to do anything else, they don't have time to rest as Paid on Call or full time. It would help split some of the Paid-on Call duties that Mr. Gary spoke of. It would help with their

knowledge and retention. Having two full time and one Paid on Call helps get the one Paid on Call up to speed faster. Currently there are two Paid on Call and one Captain. Despite turnovers for Paid on Call, this would help with safety; feeling more comfortable and safer in their jobs is a big part of retention.

Councilmember Piekarski Krech asked if there was a plan showing how it would be integrated in, how it would work, how Paid on Call would work. She said one of the reasons they lost a lot of people was due to the time required when they went to the Duty Crew. She said it seemed like they were required more time, all of the time and that is where it became a problem. Fire Chief Thill responded they didn't lose a lot of people when they started the Duty Crew, they ended up keeping a lot of the senior people because they were able to schedule their time. They lost people when they had to require a call back percentage. The call back percentage is still on because there isn't a second crew available. She said they lost 6 people when instituting the call back percentage.

Councilmember Piekarski Krech asked if the call back percentage would go away if this Grant goes through. Fire Chief Thill responded they would be looking at that. She can't be sure it would go away.

Councilmember Piekarski Krech stated there isn't a plan yet for what would be done. Fire Chief Thill responded there is a general plan/idea, not a written plan. They have integrated Paid on Call and full time with the Captains. There hasn't been an issue but there could be a couple of people that likely didn't like it. Some may have applied for the positions and did not get them. She commented there are good working relationships with the Captains and Paid on Call they have.

Mayor Bartholomew stated they can come back to this topic for further discussion. There is a Swearing In of six Police Officers to take part in at 6:00 p.m.

The Swearing In Ceremony took place in Agenda Item 2 (below) from 6:00 to 6:21 p.m.

The Council continued the discussion regarding the SAFER Grant at 6:21 p.m.

City Administrator Wilson stated the Council can resume the conversation regarding the SAFER Grant. She mentioned that Councilmember Murphy is in the building. He is actively listening to the presentations and discussion. He is keeping himself separate from other members due to safety reasons. She said Councilmember Murphy will enter the room to cast a vote when the time comes.

Mayor Bartholomew stated they have heard from Mr. Gary regarding this plan and how he sees it as a possible good bridge that gets the city in a better position. He requested an understanding of how they can foster a relationship between the Paid-on Call and full time Firefighters, so they don't get a divisive Fire Department. He said if taking this path, they head towards a Combination Fire Department and sit that way. He said there is a location nearby that went to Combination and then to full time, he doesn't think that is the intent. He asked for word from the Fire Chief and the commitment of the department to culture and foster with Paid on Call and full time Staff members.

Fire Chief Thill responded in anticipation of questions and possible acceptance of this Grant, she reached out to other Fire Chiefs. Some recommendations were:

- Make sure they continue to have self-worth.
- One of the biggest things is that they continue to train together.
 - Some Departments have Paid on Call train differently than full time.
 - Captains are responsible for training the Paid-on Call.
- Another suggestion was if hiring from within, to make sure they don't forget where they came from.

She said they have pushed hard with whether full time or Paid on Call, this is one single Fire Department. Placing labels such as volunteer, full time, and combination is for Grant purposes and other things. They are a Fire Department and would maintain being a Fire Department. She said she felt they have done a decent job of how the Paid-on Call has been treated with the Captains they have. They will continue that, ask for input, make sure to note concerns, what others may be hearing, and address those concerns with the Firefighters. This is what she was told by other Fire Chiefs to help make it a cohesive environment.

Mayor Bartholomew asked, in the Fire Chief's opinion, if it would be a strong Combination force of Paid on Call and full time. Fire Chief Thill responded yes.

Councilmember Glia asked if having Paid on Call be considered for a full-time role was something that doesn't happen traditionally. Fire Chief Thill responded it would be their preference to get as many, if not all of them, from their Paid-on Call ranks. If hiring from the outside, sometimes they get those that say they are a full time Firefighter and that is all they are here to do. The Paid-on Call have grown up, trained with the city, understand the system and the culture. Hiring from within is very important to the cohesiveness.

Councilmember Dietrich thanked the Fire Chief for the job she has done integrating the Captains. She said the city is growing, the northwest area in particular, the need is obvious in the growth and numbers the Consultant presented. She said a good check on how things are going to progress is looking at past recent successes, which is why she mentioned integrating the Captains. She said she has no doubt that Fire Chief Thill can run these paid positions with the Paid-on Call. She said she has seen the continuity between the Firefighters, it's very impressive.

Mayor Bartholomew requested additional information from the City Administrator on the Grant itself. He wanted all to understand this is a reimbursement Grant. These are not solid numbers. The ultimate Grant amount may be less than what is requested.

City Administrator Wilson responded at the time a Grant Application is put in, placeholders are put in for wage and benefit amounts. When getting closer to the Grant period and hire, they would solidify a market based competitive wage for a Firefighter in this area of Minnesota. That is what they would advertise for the position and hire at. She said that may turn out to be lower than what the Grant was calculated around. In that case the city would be reimbursed for costs actually experienced. She stated they want to manage this wisely as these positions will be a part of the city budget in year 4 and beyond. They want to make sure they start them competitively and fairly from a market rate in the Twin

Cities area and relative to the other employees with the city. She said they would make sure due diligence is done and the wage scales they actually set are fair and reasonable.

Councilmember Piekarski Krech stated in the interest of transparency they need to make this process and what goes forward, far more transparent. There are too many questions. She commented the other city in Minnesota that received this Grant had far more planning and much more detail on what they were going to do and how they were going to do it. Their Grant was for less, yet they are hiring more. She said she looks for this study to be finished, that would tell them where their spaces are. She requested seeing a firmer plan going forward, what is going to happen, how they are going to do things, and what the contingencies are. She said they need to be more open. She said very few of the public knew this would be discussed this evening, she has received equal responses pro and con. This is committing a huge amount of money in future years. She said there are other departments that also need money. She said they need to be responsible and judicious with the use of City money. She needs guarantees that they are going to stay on top of this. She said she would like to know how this would be evaluated whether or not this is was successful. She would like some sort of evaluation, for example with: how many more calls, do they do EMS, if they do the EMS how does that relate to what the Police service looks like and where the coordination is.

Fire Chief Thill responded the other community that received a Grant had a considerable contingent of full time. They pay a Cadet wage at the beginning, and they had no Officers. Overall, it would be a lower amount for higher people because they are paying low to start. This would be market rate. She responded in regard to concerns with planning, she is very willing and gives her promise to keep the communication lines open between the Fire Department and Council so there is an understanding of what they are doing and how. She said now that City Administrator Wilson is on board, they would work together to make sure the communication lines are kept open with the Council.

Councilmember Gliva mentioned the public and getting the Special Meeting on the calendar, it's not like they were sitting on this for a month. She said they put information out as soon as they found out they needed to make a decision. The decision had to be made in a short period of time. She said for her personally, public safety has always been a priority. Based on the information she has; it makes sense to start planning. The city isn't going to get smaller, there is 33 square miles of land to cover. She said she is in favor and agrees with Councilmember Piekarski Krech's comments that they need to keep track of this. They should still be keeping track in how well they are doing and the measures. She requested some type of metrics that they make the best decision.

Mayor Bartholomew wanted to make sure who would be caring for this chronologically, to make sure of the milestones, hiring dates, the proposal to the Council, rates, roles, presented on time, and stay in compliance with the Grant. He said he would like to know of any other milestones. He wanted to make sure all are on board and who that timekeeper would be.

City Administrator Wilson stated the Council has made their interest in greater levels of transparency and accountability very clear, it is her job to make sure they are getting that level of transparency and accountability they are looking for. She said there are a couple built in mechanisms to the Grant, they may not be the most user friendly. The city is required to file a quarterly report throughout the life of

the Grant with FEMA, the Agency awarding the Grant. She said they would be gathering the information required and submitting it. She said that would be a good time to provide information to the community of where things stand and what they are doing. A decision needs to be made by 6:00 a.m. this Sunday to accept or decline the Grant. She proposed that Fire Chief Thill and herself would be back at the City Council's December Work Session to come up with a more comprehensive plan with how to measure out success. They would show sample reports and see if that would be the right amount of data the Council is looking for, or not enough. She said with the short window to accept or decline the Grant they are aiming to have the Firefighters hired and working sometime in February. That is when the actual period starts for which they would reimburse. She said if the Council accepts this Grant there is time to make sure all information is compiled.

Councilmember Piekarski Krech stated that brings up the issue of timing. She asked if, in 2022, 2023, and 2024, Firefighters would be paid under the Grant. She commented there wouldn't be anyone hired in 2021. Fire Chief Thill responded the performance period would start no later than February 27, 2022. It would be into 2025 before the city would have to start paying anything.

Motion by Dietrich, second by Gliva, to approve acceptance of the SAFER Grant.

Ayes: 5

Nays: 0 Motion carried.

2. Swearing in of Police Officers at 6:00 p.m.

Police Chief Melissa Chiodo stated over the past 18 months the Police Department has continued to operate 24/7 during a World Pandemic. While many businesses had to close, the Police Department kept working and had to change practices and procedures while continuing to operate with compassion. During this time, they experienced retirements and staffing changes. They held competitive processes to hire the best people to join the team. All roles are equally valued employees who work as one team to serve the Community. She said one thing they were not able to do during the last 18 months was to formally introduce all of the new employees they have had or have a public Swearing In.

She stated she would be introducing Staff that was hired and trained during the Pandemic and Swear In 5 Police Officers that were hired in the past 18 months. First, she thanked all the family and friends in attendance to celebrate with them. Without their support and trust in the Department to take care of their employees during the Pandemic, they would not have continued to serve the community at the same level as Pre-Pandemic levels. All of the team truly cares about the health and safety of all employees, so they go home healthy and safe to their families every night.

Police Chief Chiodo stated during the last 18 months they have had two Police Office Support Employees that have retired. They had competitive processes to fill those roles. Each time they hired one of their support Staff, they had over 100 qualified Applicant's that applied. Sarah Urbas had a family commitment and could not be in attendance this evening. Sarah was the first person hired during the Pandemic. In March 2020 during full lock down Sarah had to come in and learn how to do

the job while the rest of the employees worked from home. All Staff, including Civilian Staff, stepped up and were creative with the welcoming and training of new employees.

She stated In June 2021, Emily Heidelberg was hired. She made the transition from Non-Profit work to Government work look easy. The Department is lucky to have her as a part of the team. Emily's willingness to take on a new role during these unusual times is unbelievable. They also appreciate her sharing her adventures with her one-year-old boy.

Police Chief Chiodo welcomed the Cadets stating the city also started a brand-new Police Cadet Program during the Pandemic in 2020. Four individuals were hired that are all going to school to become a Police Officer. The Cadets will be out and about in the community in the white pickup truck wearing their light blue uniform shirts. The Cadets assist Officers, handle animal control calls, set up and attend community events, and do so much more. She said their goal is that these Cadets would work for the city, gaining invaluable Police exposure while going to school for Law Enforcement. When they complete their Skills Certification, they are hoping the Cadets will join the city Police Department as full time Officers.

She stated Chue Vang and Tommy Schiltz were the very first Cadets in August 2020 that were hired. Soon after Faith Kowitz and Steve Quinones joined the team in June. These four are the first ever Police Cadets in the City of Inver Grove Heights.

Police Chief Chiodo stated in a time that is difficult to be a Police Officer for many reasons, the Pandemic, Civil unrest, movements to defund Police in America, major changes in how they Police, and the laws they have to follow, to name a few. She said they have been lucky to hire some great people that despite all of the things going on in Law Enforcement, they want to serve the citizens of Inver Grove Heights to the best of their ability each shift that they work. These Officers believe in Public Service and embody the core values of respect, integrity, service, and empathy. In April 2020, Joe DeRosier joined the City Police Department and had been serving Carver County as a Sheriff's Deputy. Leaving one Agency for another is never an easy decision. She said at the same time he did this he was going through a big transition; he was having another baby with his wife. After the birth of his child and beginning with the city, Joe has never missed a step and has done a great job.

She stated Tristan Jakobson joined as a brand-new Officer in April. He was a recent graduate of the University of St. Thomas and also an east coast transplant. She joked that he heard the weather was great in Minnesota and decided that's where he wanted to stay forever but she figured his wife Rebecca is probably what made him want to stay in Minnesota. They are happy to have him with the Department, he is working great.

She introduced Ashley Leschyshyn who joined the team in November 2020. She came from the Minneapolis Police Department, so they know she is a great catch.

In June 2021 Steve Kuzel joined the Police Department. Steve was a Detention Deputy for Dakota County. He would cross paths with our Officers at work on a regular basis and would talk to them about our department. She said they are very happy he left Dakota County to work here.

She introduced Charlie Possert, stating he joined in July 2021. He was also a Sheriff's Deputy for Carver County and worked with Joe DeRosier. She commented that obviously word has gotten out in Carver County that Inver Grove Heights is the place to work.

Police Chief Chiodo thanked the current Officers that were in attendance, Staff, FTO's, and community members that helped with the hiring process and training of all their new employees. She said all have helped set them up for a successful career with the city. She said taking on training duties during a stressful time has not gone un-noticed by herself and the Command Staff.

She mentioned that after the Officers are Sworn In, all family, friends, and Staff are welcome to join them in the Police Department Training Room for a welcome reception. She thanked Katrina Lee who put all of it together. She then again for joining this family.

Mayor Bartholomew began the Swearing In Ceremony.

Mayor Bartholomew stated on behalf of the city, City Council, Staff, and residents of Inver Grove Heights, thank you and welcome aboard.

After the Swearing In, the City Council resumed the discussion of the above Agenda Item 1. Continued SAFER Grant Discussion; consider acceptance of SAFER Grant.

3. Adjourn to Work Session (The City Council Work Session will begin following a short break).

B. ADJOURN:

Motion by Piekarski Krech second by Gliva to adjourn the Special Session at 6:41 p.m.

Minutes prepared by Recording Clerk Sheri Yourczek



Approval of Disbursements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 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	

ACTION REQUESTED:

The Council is asked to adopt the attached resolution approving disbursements for the period of October 6 to 19, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending October 19, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$927,869.79
Debt Service & Capital Projects	540,862.75
Enterprise & Internal Service	290,243.02
Escrows	53,313.60
Grand Total for All Funds	<u><u>\$1,812,289.16</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 October 6, 2021 to October 19, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 19, 2021**

WHEREAS, a list of disbursements for the period ending October 19, 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	\$927,869.79
Debt Service & Capital Projects	540,862.75
Enterprise & Internal Service	290,243.02
Escrows	53,313.60
 Grand Total for All Funds	 <u><u>\$1,812,289.16</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of October, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/6/2021 - 10/19/2021

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
ADVANCED SPORTSWEAR, INC.	3643	10/07/2021	Office Supplies	101.43.5100.442.60010	230.00
AFSCME COUNCIL 5	INV0121464	09/24/2021	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	892.84
AFSCME COUNCIL 5	INV0121465	09/24/2021	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	78.80
ASPEN MILLS	281530	10/07/2021	new pants for Dan Bernardy	101.42.4200.423.60045	46.85
BOLTON & MENK, INC.	274548	10/14/2021	AutoCAD Template	101.43.5100.442.60042	330.00
CENTURY COLLEGE	882298	10/07/2021	Live Burn Instructor course	101.42.4200.423.50080	250.00
CENTURY LINK	9/19/2021	10/07/2021	phone invoice	101.42.4200.423.50020	47.31
DAKOTA COUNTY TECHNICAL COLLEGE	857782	10/07/2021	Pursuit Refresher- Anderson and DeRoiser	101.42.4000.421.50080	500.00
DAKOTA COUNTY TECHNICAL COLLEGE	857938	10/07/2021	Pursuit Refresher- Rose	101.42.4000.421.50080	250.00
DAKOTA COUNTY TECHNICAL COLLEGE	861082	10/07/2021	Pursuit Refresher- Madsen	101.42.4000.421.50080	250.00
DAKOTA COUNTY TECHNICAL COLLEGE	874375	10/07/2021	Pursuit Refresher- Benning	101.42.4000.421.50080	250.00
DAKOTA CTY FINANCIAL SVCS	42087	10/07/2021	MHZ subscriber fee from DCC	101.42.4000.421.70501	1,726.42
DAKOTA CTY FINANCIAL SVCS	42087	10/07/2021	MHZ subscriber fee from DCC	101.42.4200.423.30700	1,726.42
DAKOTA CTY FINANCIAL SVCS	42087	10/07/2021	MHZ subscriber fee from DCC	101.43.5200.443.30700	46.66
DATAWORKS PLUS, LLC	21-1389	10/07/2021	Data Works 2021-2022 agreement	101.42.4000.421.50070	453.00
EARL F ANDERSEN INC	0127718-IN	10/07/2021	sign stuff	101.43.5200.443.60016	582.45
EFTPS	INV0121489	09/24/2021	FEDERAL WITHHOLDING	101.203.2030200	61,217.50
EFTPS	INV0121491	09/24/2021	MEDICARE WITHHOLDING	101.203.2030500	17,797.08
EFTPS	INV0121492	09/24/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	53,371.88
ENTERPRISE FM TRUST	FBN4311625	10/14/2021	Enterprise Monthly Lease Payment	101.42.4000.421.70300	13,764.36
EYEMED	164976387	10/14/2021	October 2021 Premium	101.203.2032700	209.51
EYEMED	164976442	10/14/2021	October 2021 Cobra Premium	101.203.2032710	8.83
FERRELLGAS	RNT8955504	10/07/2021	gas tank rental	101.42.4200.423.30700	12.00
FIRST IMPRESSION GROUP, THE	120952	10/07/2021	Letter head envelops	101.41.1100.413.60070	1,758.00
FIRSTSCRIBE	255570	10/14/2021	ROWay	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONL	INV0121474	09/24/2021	HSA ELECTION-FAMILY	101.203.2032500	3,473.13
GENESIS EMPLOYEE BENEFITS ACH ONL	INV0121475	09/24/2021	HSA ELECTION-SINGLE	101.203.2032500	5,156.17
GIP III ZEPHYR ACQUISITION PARTNERS, INVRGRV-12109	INV0121475	10/14/2021	solar garden fees July 2021	101.42.4200.423.40020	2,216.20
GIP III ZEPHYR ACQUISITION PARTNERS, INVRGRV-12109	INV0121475	10/14/2021	solar garden fees July 2021	101.43.5200.443.40020	175.42
GIP III ZEPHYR ACQUISITION PARTNERS, INVRGRV-12109	INV0121475	10/14/2021	solar garden fees July 2021	101.43.5400.445.40020	1,601.14
GIP III ZEPHYR ACQUISITION PARTNERS, INVRGRV-12109	INV0121475	10/14/2021	solar garden fees July 2021	101.44.6000.451.40020	1,812.73
GOPHER LAWN AND SNOW SERVICES, LI 2203	INV0121475	10/07/2021	ditch mowing	101.44.6000.451.30700	130.00
GOPHER LAWN AND SNOW SERVICES, LI 2204	INV0121475	10/14/2021	cemetery mowing	101.44.6000.451.30700	125.00
HEALTHEAST MEDICAL TRANSPORTATIO	9/21/2021	10/07/2021	Blood Draw Lopez 21-10916	101.42.4000.421.30700	88.40
HOISINGTON KOEGLER GROUP INC.	021-045-1	10/14/2021	MRCCA Ord Update	101.45.3200.419.30600	2,190.00
HOME DEPOT USA INC.	213963	11/08/2017	CITY CONTRACTOR LICENSE	101.45.0000.3219500	50.00
ICMA RETIREMENT TRUST - 457	INV0121462	09/24/2021	457 - ROTH AGE 50+	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0121463	09/24/2021	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0121476	09/24/2021	ICMA-AGE <49	101.203.2031400	7,135.00
ICMA RETIREMENT TRUST - 457	INV0121477	09/24/2021	ICMA-AGE <49 %	101.203.2031400	6,869.35
ICMA RETIREMENT TRUST - 457	INV0121478	09/24/2021	ICMA-AGE 50+	101.203.2031400	6,005.29
ICMA RETIREMENT TRUST - 457	INV0121479	09/24/2021	ICMA-AGE 50+ %	101.203.2031400	1,413.74
ICMA RETIREMENT TRUST - 457	INV0121486	09/24/2021	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,123.05
ICMA RETIREMENT TRUST - 457	INV0121487	09/24/2021	ROTH IRA (AGE 50 & OVER)	101.203.2032400	450.00
ICMA RETIREMENT TRUST - 457	INV0121488	09/24/2021	ROTH-AGE <49 %	101.203.2032400	223.53
IGH FIRE RELIEF ASSN	INV0121472	09/24/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	584.25
IGH FIRE RELIEF ASSN	INV0121473	09/24/2021	MEMBERSHIP DUES - FIRE RELIEF ASSN	101.203.2031000	182.00
IGH FIRE RELIEF ASSN	10/4/2021	10/07/2021	2021 Supp Fire State Aid	101.42.4200.423.20500	194,283.57
IGH FIRE RELIEF ASSN	10/4/2021	10/07/2021	2021 Supp Fire State Aid	101.42.4200.423.20500	40,818.78
IUOE	INV0122360	10/08/2021	UNION DUES IUOE	101.203.2031000	1,397.44
JASON THOMAS CARDINAL	IGHPD2021-3	10/14/2021	Cardinal Investigations	101.42.4000.421.30701	2,250.00
KENISON, TERRI	9/30/2021	10/07/2021	station cleaning	101.42.4200.423.30700	1,600.00
L.T.G. POWER EQUIPMENT	262928	10/14/2021	tools	101.44.6000.451.60040	317.57
LEAGUE OF MN CITIES	347816	10/14/2021	LMC Dues 2021-2022	101.41.1100.413.50070	25,349.00
LELS SERGEANTS	INV0122371	10/08/2021	UNION DUES (LELS SGT)	101.203.2031000	317.50
LEVANDER, GILLEN & MILLER P.A.	7/31/2021 92000E	08/31/2021	7/31/2021 92000E	101.42.4000.421.30410	19,239.61
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Council Meetings	08/31/2021	7/31/2021 Council Meetings	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Forfeitures	08/31/2021	7/31/2021 Forfeitures	101.42.4000.421.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 SKB Landill Expansion 2021	08/31/2021	7/31/2021 SKB Landill Expansion 2021	101.45.3200.419.30420	636.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 State of MN vs Jeffrey Bond Tr	08/31/2021	7/31/2021 State of MN vs Jeffrey Bond Troyer	101.42.4000.421.30420	247.39
LEVANDER, GILLEN & MILLER P.A.	81000.01 7/31/2021 Mayor/CC	08/31/2021	7/31/2021 Mayor/CC	101.41.1000.413.30420	20,376.00
LEVANDER, GILLEN & MILLER P.A.	81000.05 7/31/2021 Code Compliance	08/31/2021	7/31/2021 Code Compliance	101.45.3000.419.30420	288.00
LEVANDER, GILLEN & MILLER P.A.	81000.06 7/31/2021 Planning	08/31/2021	7/31/2021 Planning	101.45.3200.419.30420	693.50
LEVANDER, GILLEN & MILLER P.A.	81000.07 7/31/2021 Police	08/31/2021	7/31/2021 Police	101.42.4000.421.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	81000.08 7/31/2021 Judy Lawrence Fire Claim	08/31/2021	7/31/2021 Judy Lawrence Fire Claim	101.42.4200.423.30420	16.00
LEVANDER, GILLEN & MILLER P.A.	81000.09 7/31/2021 Stormwater Facility Maintenanc	08/31/2021	7/31/2021 Stormwater Facility Maintenance Program	101.43.5100.442.30420	13.50
LEVANDER, GILLEN & MILLER P.A.	81000.13 7/31/2021 Rechtzigel Land Exchange	08/31/2021	7/31/2021 Rechtzigel Land Exchange	101.45.3000.419.30420	7,253.00
LOCAL GOVERNMENT INFORMATION SYS	50988	10/14/2021	Logis	101.42.4000.421.70501	2,194.00
LVC COMPANIES, INC.	70763	10/07/2021	fixed alarm system at St 3	101.42.4200.423.40040	289.63
MACQUEEN EMERGENCY GROUP	P01061	10/07/2021	truck part for unknown truck	101.42.4200.423.40042	185.43
MACQUEEN EMERGENCY GROUP	P05735	10/07/2021	repairing equipment	101.42.4200.423.40042	9.02
MADDEN GALANTER HANSEN, LLP.	5/31/2021	10/14/2021	labor relation servcies	101.41.1000.413.30700	3,219.55
MADISON NATIONAL LIFE INSURANCE CC	1462472	10/14/2021	October 2021 Premium	101.203.2031700	3,306.16
MADISON NATIONAL LIFE INSURANCE CC	1462472	10/14/2021	October 2021 Premium	101.42.4000.421.20630	69.32
MADISON NATIONAL LIFE INSURANCE CC	1462472 CR	10/14/2021	October 2021 Premium	101.45.3300.419.20630	(95.00)
MESSERLI & KRAMER, P.A.	393603	10/14/2021	August legislative representation	101.41.1100.413.30700	1,500.00
MESSERLI & KRAMER, P.A.	394529	10/14/2021	September legislation rep	101.41.1100.413.30700	1,500.00
METROPOLITAN COUNCIL	10/1/2021 CR	10/14/2021	Sept SAC charges	101.41.0000.3414000	(149.10)
METROPOLITAN COUNCIL	9/9/2021 CR	10/14/2021	August 2021 SAC Dues	101.41.0000.3414000	(521.85)
MINNESOTA DEPARTMENT OF HUMAN SE	INV0122349	10/08/2021	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SE	INV0122350	10/08/2021	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF HUMAN SE	INV0122351	10/08/2021	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SE	INV0122352	10/08/2021	CASE #001521862201	101.203.2032100	186.89
MN DEPT OF REVENUE (PAYROLL)	INV0121490	09/24/2021	STATE WITHHOLDING	101.203.2030300	26,280.90
MN DEPT OF TRANSPORTATION	P00013340	10/14/2021	traffic light repair	101.43.5200.443.40046	325.73
MN GLOVE & SAFETY, INC.	330723	10/14/2021	uniforms	101.44.6000.451.60045	191.98
MN LIFE INSURANCE CO	10/1/2021	10/14/2021	October 2021 Premium	101.203.2030900	3,563.83
MN LIFE INSURANCE CO	10/1/2021	10/14/2021	October 2021 Premium	101.42.4000.421.20620	108.18
MN LIFE INSURANCE CO	10/1/2021 CR	10/14/2021	October 2021 Premium	101.45.3300.419.20620	(87.15)

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
MN LIFE INSURANCE CO	10/1/2021 CR	10/14/2021	October 2021 Premium	101.47.1400.413.20620	(19.26)
MOTOROLA SOLUTIONS, INC.	8281254407	10/14/2021	Motorola squad radios	101.42.4000.421.80800	181,060.00
MOTOROLA SOLUTIONS, INC.	8281256974	10/14/2021	Motorola Radios	101.42.4000.421.80800	30,693.25
NARDINI FIRE EQUIPMENT CO., INC.	IV00184864	10/07/2021	inspection of fire extinguishers	101.42.4200.423.30700	189.30
NATURE CALLS, INC.	27277	10/07/2021	August 202 port a potties	101.44.6000.451.40065	2,592.00
OXYGEN SERVICE COMPANY, INC	0003505268	10/14/2021	OSC Rental	101.42.4000.421.60065	58.86
PERA	INV0121480	09/24/2021	PERA COORDINATED PLAN	101.203.2030600	45,855.16
PERA	INV0121481	09/24/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,527.31
PERA	INV0121482	09/24/2021	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0121483	09/24/2021	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0121484	09/24/2021	PERA POLICE & FIRE PLAN	101.203.2030600	21,494.74
PERA	INV0121485	09/24/2021	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	32,242.11
PINE BEND PAVING, INC.	21-2123	10/07/2021	Limestone Rock	101.43.5200.443.60016	495.00
PRECISE MRM	200-1032807	10/07/2021	Truck tracking data	101.43.5200.443.30700	46.05
SAINT PAUL, CITY OF	IN46682	10/07/2021	PDI Training Course- Eid	101.42.4000.421.50080	200.00
SIGNWAREHOUSE, INC.	080067	10/07/2021	sign stuff	101.43.5200.443.60016	34.89
SOLBERG AGGREGATE CO	24910	10/14/2021	1" Class 5 100% crushed lime	101.43.5200.443.60016	289.15
SPEED PRINT INC	88510	10/07/2021	EMS forms	101.42.4200.423.50030	165.00
STERICYCLE INC	8000016632	10/07/2021	Shred it	101.42.4000.421.30700	142.36
STREAMLINE DESIGN INC	41091	10/07/2021	breast cancer uniform shirts	101.42.4200.423.60045	1,406.13
STREICHER'S	I1526353	10/07/2021	Streicher's Maag- Fliehr	101.42.4000.421.60045	236.96
TEXAS STATE DISBURSEMENT UNIT	INV0122348	10/08/2021	CASE #0012022247	101.203.2032100	230.77
TREE TRUST	210919	10/14/2021	new trail at Seidls Lake	101.44.6000.451.70501	3,800.00
ULINE	139231564	10/07/2021	items for Fire Prevention week	101.42.4200.423.60006	174.64
UNIFIRST CORPORATION	900650751	10/14/2021	Uniforms/other	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900650751	10/14/2021	Uniforms/other	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	900652104	10/14/2021	Uniforms/other	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900652104	10/14/2021	Uniforms/other	101.44.6000.451.60045	14.24
VERIFIED CREDENTIALS, INC.	323018	10/07/2021	Pre employment Background checks	101.41.1100.413.30500	138.25
VOLUNTEER FIREFIGHTERS BENEFIT	9/16/2021	10/07/2021	membership dues VFBA of MN	101.42.4200.423.50070	70.00
WI SCTF (WI SUPPORT COLLECTIONS TR	INV0122353	10/08/2021	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WSB & ASSOCIATES, INC.	R-017699-000-7	10/14/2021	Interim Public Works Director Salary	101.43.5000.441.30700	7,008.00
Fund: 101 - GENERAL FUND					890,447.39
LIME VALLEY ADVERTISING, INC.	21076.08	10/14/2021	CVB advertising	201.44.1600.465.50025	100.00
MEET MINNEAPOLIS	9/29/2021	10/14/2021	metro marketing program	201.44.1600.465.50025	2,000.00
RIVER HEIGHTS CHAMBER OF COMMERC	10995	10/14/2021	service contract etc	201.44.1600.465.30700	6,127.16
STACY ANN BROOKS	367	10/14/2021	CVB Blog Posts	201.44.1600.465.50025	215.00
Fund: 201 - C.V.B. FUND					8,442.16
BENJAMIN GERALD BIGELOW	9/14/2021	10/07/2021	adjusted payment for IGH Days svcs	204.44.6100.452.30700	217.50
IGH DAYS COMMITTEE	10/6/2021	10/14/2021	IGH days fees	204.44.0000.3470000	385.00
IGH SENIOR CLUB	10/6/2021	10/14/2021	Memberships Jun-Sep 2021	204.227.2271000	761.00
KEPPERS-BORDSEN, KIRSTIN	9/20/2021	10/07/2021	Soccer for Abram - \$5/per customer	204.44.0000.3470000	45.00
MANTHE, SHARON	9/29/2021	10/14/2021	Tax refund	204.207.2070300	3.33
MANTHE, SHARON	9/29/2021	10/14/2021	Tax refund	204.44.0000.3471000	46.67
TAHO SPORTSWEAR	21TS1648	10/07/2021	bb & tball hats	204.44.6100.452.60045	851.40
TAHO SPORTSWEAR	21TS1664	10/07/2021	tball/mites tees	204.44.6100.452.60045	858.00
TAHO SPORTSWEAR	21TS1665	10/07/2021	coaches shirts	204.44.6100.452.60045	126.75
TAHO SPORTSWEAR	21TS3257	10/07/2021	soccer program tees	204.44.6100.452.60045	609.50
Fund: 204 - RECREATION FUND					3,904.15
AEP ONSITE PARTNERS, LLC	419-21332203	10/14/2021	Solar Panels Sept 2021	205.44.6200.453.40020	4,611.67
AEP ONSITE PARTNERS, LLC	419-21332203	10/14/2021	Solar Panels Sept 2021	205.44.6200.453.40020	4,649.00
ATHLETICA SPORT SYSTEMS, INC.	414892	10/07/2021	goal frames and nets for rinks	205.44.6200.453.40040	4,284.00
BAKER, ANGIE	8/30/2021	10/14/2021	Cancel swim lesson unable to participate	205.44.0000.3493501	62.00
GRAINGER	9074241648	10/14/2021	tubing	205.44.6200.453.60016	128.25
GRAINGER	9074563868	10/14/2021	light bulb	205.44.6200.453.60016	15.30
HILLYARD INC	604486170	10/07/2021	cleaning supplies	205.44.6200.453.60011	958.89
HILLYARD INC	604486170	10/07/2021	cleaning supplies	205.44.6200.453.60011	958.88
HOLLEY-SMITH, SHANNON	9/23/2021	10/07/2021	Unable to schedule lessons	205.44.0000.3493501	96.00
MEDICINE LAKE TOURS	9/23/2021	10/07/2021	9-28-21 sr trip	205.44.6200.453.50090	1,330.00
NEISH, JOHN PAULO	9/23/2021	10/07/2021	Participant asked for refund	205.44.0000.3493501	134.00
SAISAMRIDDH, RAJESCH	9/21/2021	10/07/2021	Customer cancelled out of program	205.44.0000.3493501	71.00
SOLAR SHIELD, INC.	51254	10/07/2021	window tinting	205.44.6200.453.80200	906.00
STALBOERGER, HEIDI	9/10/2021	10/07/2021	Transferred to another class	205.44.0000.3493501	38.00
STUCKEMEYER, KRISTIROSE	9/29/2021	10/14/2021	Customer cancelled swim lessons	205.44.0000.3493501	54.00
TWIN CITY HARDWARE	PSI2070405	10/07/2021	door closers	205.44.6200.453.40040	335.00
TWIN CITY HARDWARE	PSI2070405	10/07/2021	door closers	205.44.6200.453.40040	335.00
VOIGHT, MORGAN	9/23/2021	10/07/2021	Participant requested refund	205.44.0000.3493501	158.00
Fund: 205 - COMMUNITY CENTER					19,124.99
HOISINGTON KOEGLER GROUP INC.	021-053-1	10/14/2021	NWA general planning	290.45.3000.419.30700	5,951.10
Fund: 290 - EDA OPERATING					5,951.10
METROPOLITAN COUNCIL	10/1/2021	10/14/2021	Sept SAC charges	404.217.2170000	14,910.00
METROPOLITAN COUNCIL	9/9/2021	10/14/2021	August 2021 SAC Dues	404.217.2170000	52,185.00
Fund: 404 - SEWER CONNECTION FUND					67,095.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 SMART Center Sale of Property	08/31/2021	7/31/2021 SMART Center Sale of Property	434.42.4200.423.30420	120.00
PARAMETERS LTD	57522	10/07/2021	storage for St 2 items	434.42.4200.423.30700	66.67
Fund: 434 - 2014 IMPROVEMENT FUND					186.67
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 #1613 - Impr Project (Cahill T	08/31/2021	7/31/2021 #1613 - Impr Project (Cahill Trunk Dra	436.73.5900.736.30420	47.50
Fund: 436 - 2016 IMPROVEMENT FUND					47.50
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Kundla Site Acquisition (8296 B	08/31/2021	7/31/2021 Kundla Site Acquisition (8296 Babcock Tr	437.73.5900.737.30420	808.00
PROFESSIONAL SERVICE INDUSTRIES IN	00783713	10/14/2021	asbestos survey project 1701	437.73.5900.737.30700	3,107.00
Fund: 437 - 2017 IMPROVEMENT FUND					3,915.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
DCA TITLE	52355	10/14/2021	Schaaf Title Commitment Fee	439.73.5900.739.30700	575.00
LEVANDER, GILLEN & MILLER P.A.	81000.14 7/31/2021	08/31/2021	Schaaf Inverse Condemnation Cl	439.73.5900.739.30420	1,682.00
Fund: 439 - 2019 IMPROVEMENT FUND					2,257.00
BARR ENGINEERING COMPANY	23191446.00-14	10/07/2021	Dawn Way South and North	440.74.5900.740.30300	638.50
BARR ENGINEERING COMPANY	23191446.00-14	10/07/2021	Dawn Way South and North	440.74.5900.740.30300	638.50
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 #1609F-Carleda Way Reconstruct	08/31/2021	7/31/2021 #1609F-Carleda Way Reconstruction	440.74.5900.740.30420	167.00
LEVANDER, GILLEN & MILLER P.A.	81000.10 7/31/2021 Carleda Way Easement Vacation	08/31/2021	7/31/2021 Carleda Way Easement Vacation (lots 5,6	440.74.5900.740.30420	60.00
MCMAMARA CONTRACTING INC	9/14/2021	10/14/2021	Construction Payment for 2021-09D	440.74.5900.740.80300	407,115.37
PEARSON BROTHERS, INC.	10/11/2021	10/11/2021	Final Pay Voucher #2	440.74.5900.740.40046	22,363.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					430,982.37
BARR ENGINEERING COMPANY	23190328.20-20	10/14/2021	5590 Babcock Stormwater (Ron Clark)	441.74.5900.741.30300	4,313.34
EMMONS & OLIVIER RESOURCES	00095-0071-7	10/07/2021	NWA Regional Model Updates	441.43.0000.3434500	2,888.25
GIP III ZEPHYR ACQUISITION PARTNERS,	INVRGRV-12109	10/14/2021	solar garden fees July 2021	441.74.5900.741.40020	993.77
KIMLEY-HORN & ASSOCIATES, INC.	19675217	10/14/2021	MS4 Program	441.74.5900.741.30300	675.76
M & J SERVICES, LLC	2456	10/14/2021	Catch Basin Repari	441.74.5900.741.40066	1,040.00
Fund: 441 - STORM WATER MANAGEMENT					9,911.12
EMMONS & OLIVIER RESOURCES	00095-0070-6	10/07/2021	CSAH Expansion	446.74.5900.746.30300	447.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 #1724 - 65th & Hwy 3 Impr Proj	08/31/2021	7/31/2021 #1724 - 65th & Hwy 3 Impr Project	446.74.5900.746.30420	363.50
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 #2101 Impr Proj (NWA Trunk Uti	08/31/2021	7/31/2021 #2101 Impr Proj (NWA Trunk Utility)	446.74.5900.746.30420	162.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Imp. Project No 2014-11 Argent	08/31/2021	7/31/2021 Imp. Project No 2014-11 Argenta Tr S	446.74.5900.746.30420	40.50
Fund: 446 - NW AREA					1,013.00
KIMLEY-HORN & ASSOCIATES, INC.	19675204	10/14/2021	Argenta Trail Drainage	448.74.5900.748.30300	4,952.31
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Lund Easement Acquistion	08/31/2021	7/31/2021 Lund Easement Acquistion	448.74.5900.748.30420	247.00
Fund: 448 - NWA - STORM WATER					5,199.31
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Acquistion o f Brian Gore Prop	08/31/2021	7/31/2021 Acquistion o f Brian Gore Property	449.45.3000.419.30420	164.00
Fund: 449 - COMMUNITY PROPERTY					164.00
BARR ENGINEERING COMPANY	23190218.00-299	10/14/2021	env tech assistance	451.75.5900.751.30700	6,661.50
Fund: 451 - HOST COMMUNITY FUND					6,661.50
BARR ENGINEERING COMPANY	23191452.00-10	10/14/2021	T-8 Pond Outlet	470.77.5900.770.30300	582.00
Fund: 470 - 2020 IMPROVEMENT FUND					582.00
BOLTON & MENK, INC.	274544	10/07/2021	117th Street Watermain Ext	471.71.5900.771.30300	4,454.00
HIGHLAND SANITATION & RECYCLING INC	873009	10/14/2021	cleanup day help	471.43.5500.446.40025	3,424.78
JAMIE F STEVENS	9/19/2021	10/07/2021	EMR training for new recruits	471.42.4200.423.30700	4,200.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 #2108 Impr Proj (Southern Trun	08/31/2021	7/31/2021 #2108 Impr Proj (Southern Trunk Waterma	471.71.5900.771.30420	175.50
LYN-MAR PRINTING	43377	10/14/2021	clean up day	471.43.5500.446.60065	165.00
THE VANELLA GROUP	14767	10/14/2021	cleanup day	471.43.5500.446.30700	429.00
Fund: 471 - 2021 IMPROVEMENT FUND					12,848.28
BADGER DAYLIGHTING CORP	10/6/2021	10/07/2021	Sales Tax refund	501.207.2070300	(5.74)
BADGER DAYLIGHTING CORP	10/6/2021	10/07/2021	Sales Tax refund	501.50.0000.3813000	(80.58)
BUDGET SANDBLASTING & PAINTING INC	10621	10/14/2021	hydrant painting supplies	501.50.7100.512.40043	4,200.00
CORE & MAIN LP	P679576	10/07/2021	Meter parts	501.50.7100.512.40043	1,268.25
CORE & MAIN LP	P679599	10/07/2021	Meter adapters for new meters	501.50.7100.512.75500	364.13
FERGUSON WATERWORKS	0479134	10/14/2021	replacement meter for ashley lane	501.50.7100.512.40043	3,716.89
GIP III ZEPHYR ACQUISITION PARTNERS,	INVRGRV-12109	10/14/2021	solar garden fees July 2021	501.50.7100.512.40020	26,677.86
GOPHER STATE ONE-CALL	1090484	10/14/2021	Locate tickets	501.50.7100.512.30700	734.40
GRAINGER	9067236050	10/07/2021	Treatment plant parts	501.50.7100.512.60016	100.02
HAWKINS, INC.	6031190	10/07/2021	chemicals for treatment plant	501.50.7100.512.60019	992.00
LONE OAK COMPANIES	88152	10/07/2021	Postage credit (50%) 9.2021	501.50.7100.512.30700	429.11
LONE OAK COMPANIES	88152	10/07/2021	Postage credit (50%) 9.2021	501.50.7100.512.50035	(104.04)
MINNESOTA DEPARTMENT OF HEALTH	10/6/2021	10/07/2021	license renewal	501.50.7100.512.50070	23.00
TYLER TECHNOLOGIES, INC	025-351995	10/07/2021	Insite Fees - online utility payments	501.50.7100.512.70440	1,751.25
Fund: 501 - WATER UTILITY FUND					40,066.55
GIP III ZEPHYR ACQUISITION PARTNERS,	INVRGRV-12109	10/14/2021	solar garden fees July 2021	502.51.7200.514.40020	642.47
LONE OAK COMPANIES	88152	10/07/2021	Postage credit (50%) 9.2021	502.51.7200.514.30700	429.12
LONE OAK COMPANIES	88152	10/07/2021	Postage credit (50%) 9.2021	502.51.7200.514.50035	(104.05)
MADISON NATIONAL LIFE INSURANCE CC	1462472 CR	10/14/2021	October 2021 Premium	502.51.7200.514.20630	(18.67)
TYLER TECHNOLOGIES, INC	025-351995	10/07/2021	Insite Fees - online utility payments	502.51.7200.514.70440	1,751.25
Fund: 502 - SEWER UTILITY FUND					2,700.12
ARTISAN BEER COMPANY	3498577	10/14/2021	beer for resale	503.52.8300.524.76150	212.30
COCA COLA BOTTLING COMPANY	3607212066	10/14/2021	soda/water for resale	503.52.8300.524.76100	523.03
COVERALL OF THE TWIN CITIES INC	1590011692	10/07/2021	monthly cleaning	503.52.8500.526.40040	1,124.81
GIP III ZEPHYR ACQUISITION PARTNERS,	INVRGRV-12109	10/14/2021	solar garden fees July 2021	503.52.8600.527.40020	111.66
HEGGIES PIZZA	1001001022	10/14/2021	food for resale	503.52.8300.524.76050	325.75
MN GOLF ASSOCIATION, INC.	511518	10/07/2021	handicaps	503.52.8000.521.70250	225.00
MN GOLF ASSOCIATION, INC.	5110585	10/14/2021	club member dues	503.52.8500.526.50070	270.00
NATURE CALLS, INC.	27298	10/14/2021	Sept 2021 rentals	503.52.8600.527.40065	128.55
PERFORMANCE FOOD GROUP INC	62075964	10/14/2021	supplies/food for resale	503.52.8300.524.60065	102.21
PERFORMANCE FOOD GROUP INC	62075964	10/14/2021	supplies/food for resale	503.52.8300.524.76050	566.48
PERFORMANCE FOOD GROUP INC	62075964	10/14/2021	supplies/food for resale	503.52.8300.524.76100	89.72
PHILLIPS WINE & SPIRITS	6279079	10/14/2021	beer/liquor for resale	503.52.8300.524.76150	178.51
Fund: 503 - INVER WOOD GOLF COURSE					3,858.02
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Emergency Management	08/31/2021	7/31/2021 Emergency Management	602.00.2100.415.30420	180.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021 Seperation Agreement Matters	08/31/2021	7/31/2021 Seperation Agreement Matters	602.00.2100.415.30420	36.00
Fund: 602 - RISK MANAGEMENT					216.00
ABM EQUIPMENT & SUPPLY	149861-00	10/14/2021	B-4 PATCHER UNIT	603.00.5300.444.80800	92,543.00
ADVANCED GRAPHIX, INC.	207085	10/07/2021	decals for boat	603.00.5300.444.40041	124.10
ARROW PEST CONTROL	8674	10/14/2021	bug guy	603.00.5300.444.40040	68.00
FACTORY MOTOR PARTS COMPANY	1-Z26960	10/14/2021	Stock	603.140.1450050	279.92
GERLACH OUTDOOR POWER EQUIP	223426	10/14/2021	Parts for vehicle #548	603.00.5300.444.40041	481.54
GERLACH OUTDOOR POWER EQUIP	223427	10/14/2021	Parts for vehicle #444	603.00.5300.444.40041	35.85
GERLACH OUTDOOR POWER EQUIP	223428	10/14/2021	Parts for vehicle #500	603.00.5300.444.40041	6.95
GIP III ZEPHYR ACQUISITION PARTNERS,	INVRGRV-12109	10/14/2021	solar garden fees July 2021	603.00.5300.444.40020	2,744.51
INSPEC INC	214892-12	10/14/2021	cold storage repairs	603.00.5300.444.40040	2,500.00
INSPEC INC	214893-10	10/14/2021	Building Repairs	603.00.5300.444.40040	2,500.00
INVER GROVE FORD	5304331	10/07/2021	V-belt for vehicle #1832	603.00.5300.444.40041	20.37
INVER GROVE FORD	5304754	10/07/2021	Brake parts	603.00.5300.444.40041	244.16
INVER GROVE FORD	5305372	10/07/2021	Repairs for vehicle #2027	603.00.5300.444.40041	898.15
INVER GROVE FORD	6349849/2	10/07/2021	Repairs for vehicle #2021	603.00.5300.444.40041	60.00

Vendor Name	Payable Number	Post Date	Description (Payable)	Account Number	Amount
INVER GROVE FORD	6351400/1	10/07/2021	Repairs for vehicle #2021	603.00.5300.444.40041	608.96
INVER GROVE FORD	5305724	10/14/2021	Brake parts for vehicle #2025	603.00.5300.444.40041	244.16
KIMBALL MIDWEST	9253399	10/07/2021	Shop supplies	603.00.5300.444.60012	21.50
MANSFIELD OIL COMPANY	22642262	10/14/2021	diesel fuel	603.140.1450060	5,052.04
MANSFIELD OIL COMPANY	22648967	10/14/2021	Diesel for plant generator	603.140.1450060	523.34
MAUER CHEVROLET	5049673	10/14/2021	Sensor for Vehicle #408	603.00.5300.444.40041	58.18
MTI DISTRIBUTING CO	1323719-00	10/07/2021	parts for vehicle #530	603.00.5300.444.40041	243.94
MTI DISTRIBUTING CO	1325498-00	10/14/2021	Air filter for vehicle #531	603.00.5300.444.40041	126.68
MTI DISTRIBUTING CO	1325503-00	10/14/2021	Latch for vehicle #531	603.00.5300.444.40041	77.65
NATURE CALLS, INC.	27276	10/14/2021	Porta potties	603.00.5300.444.40040	120.00
NUSS TRUCK AND EQUIPMENT	4679922P	10/07/2021	Stock	603.140.1450050	136.56
NUSS TRUCK AND EQUIPMENT	4678255P	10/14/2021	Parts for vehicle #324	603.00.5300.444.40041	137.28
NUSS TRUCK AND EQUIPMENT	4678285P	10/14/2021	Brake Chamber for vehicle #324	603.00.5300.444.40041	300.04
NUSS TRUCK AND EQUIPMENT	4679714P	10/14/2021	Brake chamber for vehicle #302	603.00.5300.444.40041	393.28
NUSS TRUCK AND EQUIPMENT	4679918P	10/14/2021	Moulding for vehicle #302	603.00.5300.444.40041	99.32
O' REILLY AUTO PARTS	1767-176652	10/07/2021	Oil filter for vehicle #313	603.00.5300.444.40041	5.39
O' REILLY AUTO PARTS	1767-176681	10/07/2021	Fuel filter for vehicle #313	603.00.5300.444.40041	12.01
O' REILLY AUTO PARTS	1767-17277	10/14/2021	Small tools	603.00.5300.444.60040	18.99
O' REILLY AUTO PARTS	1767-177057	10/14/2021	Stock	603.140.1450050	92.51
POMP'S TIRE SERVICE, INC.	980085577	10/14/2021	Tires for vehicle #2025	603.00.5300.444.60014	834.06
SHERWIN-WILLIAMS CO.	1490-9	10/07/2021	Paint supplies for shop	603.00.5300.444.40040	114.60
SHERWIN-WILLIAMS CO.	1530-2	10/14/2021	building painting supplies	603.00.5300.444.40040	16.25
TRI-STATE BOBCAT INC.	P62242	10/07/2021	parts for vehicle #525	603.00.5300.444.40041	484.04
TRI-STATE BOBCAT INC.	P62476	10/07/2021	parts for vehicle #525	603.00.5300.444.40041	755.30
TRI-STATE BOBCAT INC.	W94350	10/07/2021	Parts for vehicle #332	603.00.5300.444.40041	454.65
TRI-STATE BOBCAT INC.	P62646	10/14/2021	Harness for vehicle #525	603.00.5300.444.40041	35.42
TRI-STATE BOBCAT INC.	P62938	10/14/2021	Switch for vehicle #352	603.00.5300.444.40041	118.84
UNIFIRST CORPORATION	900650751	10/14/2021	Uniforms/other	603.00.5300.444.40065	165.75
UNIFIRST CORPORATION	900650751	10/14/2021	Uniforms/other	603.00.5300.444.60045	33.99
UNIFIRST CORPORATION	900652104	10/14/2021	Uniforms/other	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	900652104	10/14/2021	Uniforms/other	603.00.5300.444.60045	21.14
WIESE USA, INC.	75005894	10/14/2021	Cylinder & Pin for vehicle #5302	603.00.5300.444.40041	713.97
ZIEGLER INC	SI000074379	10/07/2021	Parts for vehicle #3101	603.00.5300.444.40041	2,935.69
ZIEGLER INC	SI000074961	10/07/2021	Parts for Gen2	603.00.5300.444.40041	912.85
ZIEGLER INC	IN000266787	10/14/2021	Caterpillar	603.00.5300.444.40041	3,900.00
Fund: 603 - CENTRAL EQUIPMENT					122,380.68
NEOPOST USA INC	10/6/2021	10/06/2021	Postage	604.00.2200.416.50035	6,019.50
QUADIENT LEASING USA, INC.	N9062463	10/07/2021	Postage Machine Lease 7-26-21 to 10-25-21	604.00.2200.416.40044	825.00
Fund: 604 - CENTRAL STORES					6,844.50
AEP ONSITE PARTNERS, LLC	419-21332203	10/14/2021	Solar Panels Sept 2021	605.00.7500.460.40020	2,522.21
CRAWFORD DOOR SALES COMPANY	135665	10/14/2021	replace PD garage doors	605.00.7500.460.80200	44,600.00
GRAINGER	9072498232	10/14/2021	light bulbs	605.00.7500.460.60016	444.28
GRAINGER	9074988347	10/14/2021	light bulbs	605.00.7500.460.60016	(69.48)
GRAINGER	9076100966	10/14/2021	light bulbs	605.00.7500.460.60016	69.48
INNOVATIVE OFFICE SOLUTIONS	CIN103094	10/07/2021	elevating desks for cubby redos	605.00.7500.460.80800	1,999.45
INNOVATIVE OFFICE SOLUTIONS	CIN103275	10/14/2021	retrofit CH cubbies	605.00.7500.460.80200	3,848.54
INNOVATIVE OFFICE SOLUTIONS	CIN103346	10/14/2021	missing part from cubby re-do	605.00.7500.460.80200	75.06
NAC MECHANICAL & ELECTRICAL SERVICE	A3365-01	10/14/2021	retrofit master heat pump controls	605.00.7500.460.80200	58,500.00
SOLAR SHIELD, INC.	51254	10/07/2021	window tinting	605.00.7500.460.80200	473.00
TOTAL CONSTRUCTION & EQUIP.	31216	10/07/2021	GC LED retrofit	605.00.7500.460.80200	390.00
TOTAL CONSTRUCTION & EQUIP.	30750	10/14/2021	CJIIIN work	605.00.7500.460.40040	674.74
TOTAL CONSTRUCTION & EQUIP.	31213	10/14/2021	GC LED retrofit	605.00.7500.460.80200	649.87
Fund: 605 - CITY FACILITIES					114,177.15
BADGER DAYLIGHTING CORP	10/6/2021	10/07/2021	Sales Tax refund	702.229.2294300	1,500.00
BARR ENGINEERING COMPANY	23190328.19-31	10/07/2021	Amberwood construction services	702.229.2282803	1,260.64
BARR ENGINEERING COMPANY	23190328.20-20	10/14/2021	5590 Babcock Stormwater (Ron Clark)	702.229.2294203	420.00
BOLTON & MENK, INC.	274550	10/07/2021	Highlands at Settlers	702.229.2301503	1,320.00
DAKOTA CTY ATTORNEY	10/7/2021	10/14/2021	Forfeiture 21-2088	702.229.2291000	287.80
EMMONS & OLIVIER RESOURCES	00095-0070-6	10/07/2021	CSAH Expansion	702.229.2295403	4,913.00
EMMONS & OLIVIER RESOURCES	00095-0073-7	10/07/2021	Highlands Settler's Ridgeq	702.229.2294803	1,834.39
EMMONS & OLIVIER RESOURCES	00095-0073-7	10/07/2021	Highlands Settler's Ridgeq	702.229.2296703	4,667.25
EMMONS & OLIVIER RESOURCES	00095-0073-7	10/07/2021	Highlands Settler's Ridgeq	702.229.2301503	2,550.75
EMMONS & OLIVIER RESOURCES	00095-0074-4	10/07/2021	Peltier Reserve	702.229.2284803	2,831.47
EMMONS & OLIVIER RESOURCES	00095-0074-4	10/07/2021	Peltier Reserve	702.229.2296703	309.50
EMMONS & OLIVIER RESOURCES	00095-0074-4	10/07/2021	Peltier Reserve	702.229.2297103	1,190.09
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Argenta Hills Apartments	702.229.2299603	3,496.21
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	At Home Apartments	702.229.2300803	1,026.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Canvas at Inver Grove Heights	702.229.2294703	603.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Danner Custom Grading Agreeemen	702.229.2301303	90.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Eagle's Landing Plat	702.229.2293903	2,445.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Hyundai Outdoors Storage Area	702.229.2295803	110.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Inver Hills Family Housing Enc	702.229.2300303	127.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Lencowski Custom Grading Agreee	702.229.2300203	44.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	McGough/Watermark Residential	702.229.2299603	665.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Peltier Reserve Plat/Builder L	702.229.2296703	1,770.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Pine Bend Estates	702.229.2297603	1,336.00
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Ron Clark Construction	702.229.2294203	479.50
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	South Grove - M/I Homes	702.229.2298803	3,135.46
LEVANDER, GILLEN & MILLER P.A.	81000 7/31/2021	08/31/2021	Titan land/Wistl property	702.229.2293403	3,039.00
LEVANDER, GILLEN & MILLER P.A.	81000.14 7/31/2021	08/31/2021	Thao - (5039 Brent Ave)	702.229.2303902	475.00
SHORT ELLIOTT HENDRICKSON, INC.	409057	10/07/2021	Pine Bend Estates Phase 2	702.229.2291502	2,290.38
SOUTH EAST TOWING, Inc.	225849	10/14/2021	Southeast towing	702.229.2291000	200.00
STANTEC CONSULTING SERVICES INC.	1836678	10/14/2021	Canvas	702.229.2298003	102.50
STANTEC CONSULTING SERVICES INC.	1839452	10/14/2021	Canvas	702.229.2298003	7,862.76
STATE OF MINNESOTA - GENERAL FUND,	10/7/2021	10/14/2021	Forfeiture 21-002088	702.229.2291000	143.90
WSB & ASSOCIATES, INC.	R-018456-000-3	10/07/2021	Canvas	702.229.2298003	788.00
Fund: 702 - ESCROW FUND					53,313.60
Grand Total					1,812,289.16



Request for Council Action

Personnel Actions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 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.

Promotion:

Dane Winget, Sergeant

Seasonal/Temporary Employment:

Alayna McInerney, Pool Attendant/Birthday Party Host

Deborah Van Doren, Fitness Instructor

Elisa Berry, Childcare Worker

Emily Pruden, Pool Attendant/Birthday Party Host

Sydney Massicotte, Attendant/Birthday Party Host

Voluntary Resignations, Retirements and/or Terminations:

Kelsi Ries, Lifeguard

Mark Wroge, Paid On-Call Firefighter

**Request for Council Action**

TITLE: Consider Approval of Resolution Accepting a FY 2022 Recovery Grant of up to \$11,000 from Explore Minnesota Tourism to the City of Inver Grove Heights for the IGH Convention and Visitors Bureau (CVB) and Authorizing Execution of Grant Contract

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Heather Rand, CD Director, 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	Amy Hove, Finance Director	New FTE requested - N/A	
		Other	

ACTION REQUESTED:

The Council is asked to adopt the attached resolution accepting a \$11,000 grant from the State of Minnesota / Explore Minnesota Tourism and authorizing the city's convention and visitor's bureau, Visit IGH, Executive Director Eric Satre, to execute the corresponding grant contract.

SUMMARY:

The State of Minnesota, through its Explore Minnesota State Tourism office, solicited grant applications for a limited pool of funds in a program called "Recovery Grant", as such funds are intended to be utilized to improve the recovery of tourism throughout the state following the pandemic. The Inver Grove Heights' Convention and Visitor's Bureau (CVB), called Visit IGH, made application for such funds by the September 15 deadline. On September 28, the CVB's executive director learned that Explore Minnesota Tourism had awarded the CVB a grant of up to \$11,000 for state FY 2022 on a reimbursement basis. Per the application and state grant contract (see Exhibit A), such grant funds may only be utilized by the CVB (Visit IGH) for marketing the city's attractions and more specifically the CVB may seek reimbursement for print and digital advertising, media ad production and social media creative campaign expenses.

RECOMMENDATION:

It is recommended by the city's Finance Director and Community Development Director, that the City Council accept the Explore Minnesota Tourism Recovery grant of up to \$11,000 in funds to be utilized for recovery marketing purposes by the city's CVB and authorize Eric Satre, as executive director of the city's CVB, to execute the state grant contract and adhere to grant administration contract requirements.

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

RESOLUTION APPROVING ACCEPTANCE OF FY2022 RECOVERY GRANT OF \$11,000 FROM EXPLORE MINNESOTA TOURISM AND AUTHORIZE CITY OF INVER GROVE HEIGHTS CONVENTION AND VISITORS' BUREAU EXECUTIVE DIRECTOR TO EXECUTE GRANT CONTRACT

WHEREAS, the City of Inver Grove Heights through its convention and visitor's bureau (CVB), Visit IGH, made application to the state of Minnesota's Explore Minnesota Tourism agency for FY2022 Tourism Recovery Grant funds by the September 15, 2021 deadline; and

WHEREAS, the state notified the city and its CVB on September 28, 2021, that it would award up to \$11,000 in Recovery Tourism Program grant funds for certain Visit IGH marketing efforts intended to promote tourism in the state and more specifically, the city of Inver Grove Heights; and

WHEREAS, the city council finds it in the city's best interest to accept the awarded grant funds and authorize appropriate parties on the behalf of the city to execute a grant contract with the state to access such awarded funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Inver Grove Heights approves acceptance of the state of Minnesota FY2022 Explore Minnesota Tourism Recovery Grant awarded to the city's Convention and Visitor's Bureau of up to \$11,000 in funds, and be it further resolved, that the city authorize the city's CVB, Visit IGH Executive Director Eric Satre to execute said grant contract and administer such funds as required by the state in the grant contract.

Adopted by the City Council of the City of Inver Grove Heights on October 25, 2021.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

**STATE OF MINNESOTA
EXPLORE MINNESOTA FY2022 RECOVERY GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Director of Explore Minnesota Tourism ("State") and City of Inver Grove Heights, 8150 Barbara Ave, Inver Grove Heights, MN 55077 ("Grantee").

Recitals

1. Under Minn. Stat. 116U.30, the State is empowered to enter this grant.
2. The State needs supporting marketing programs initiated by the Minnesota tourism industry to stimulate travel, and for the inclusion of Explore Minnesota's brand for amplification and visibility for the benefit of the entire state's tourism industry.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date.** **September 22, 2021**, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date.** **June 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Provide support to the state's tourism industry by promoting and facilitating marketing initiatives which include the following activities:

Execute projects which will directly contribute to the recovery of Minnesota's tourism industry consisting of: general tourism marketing; meetings and conventions sales and/or support; marketing and/or operational support for new or existing events.

The Grantee will perform according to the **FY2022 Recovery Grant Guidelines** which are incorporated into this contract by reference and comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:
 - (a) **Compensation.** The Grantee will be paid \$11,000 for supporting marketing programs that will help promote and stimulate the state's tourism industry.
 - (b) **Travel Expenses.** Not applicable.
 - (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$11,000.

4.2 **Payment.**

Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Reimbursement Deadline. Requests for reimbursement must be submitted when all projects are completed **but no later than August 15, 2022**. Partial grantee requests for reimbursement will not be accepted.

Supporting Documentation. To receive payment, submit a completed Reimbursement Request Form and any required supporting documentation as outlined in the **FY2022 Recovery Grant Guidelines**.

Matching Funds. State funds paid to the grantee under this contract may not be used to match other state funds.

4.3 **Contracting and Bidding Requirements.**

- (a) Any services and/or materials that are expected to cost \$25,000 or more must undergo a formal notice and bidding process.
- (b) Any services and/or materials that are expected to cost between \$10,000 and \$24,999 must be scoped out in writing and **offered to a minimum of three (3) bidders**.
- (c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §177.41 through §177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. All projects and expenditures must follow the Marketing Grant Guidelines which are incorporated in this contract by reference.

6 **Authorized Representative**

The State's Authorized Representative is Lori Peterson, Industry Relations Rep, 121 7th Place E, #360, St. Paul, MN 55101, 651-757-1876/800-657-3637, lori.a.peterson@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each reimbursement submitted for payment.

The Grantee's Authorized Representative is Eric Satre, Visit Inver Grove Heights, 8150 Barbara Ave, Inver Grove Heights, MN 55077, 651-451-2266, eric@visitigh.com. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Rights.** N/A

11 Workers' Compensation

The Grantee certifies that it follows Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent

jurisdiction in Ramsey County, Minnesota.

14 Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.2 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
- (a) It does not obtain funding from the Minnesota Legislature.
 - (b) Or, if funding cannot be continued at a level enough to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. §270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. "16A.15 and 16C.05.

Signed: _____

Ann Brubaker

Date: September 22, 2021

3. STATE AGENCY

By: _____

Leann Kispert
Leann Kispert, Interim Director

Date: 9/28/21

Supplier Contract/PO No(s): 200951 / 5868

2. City of Inver Grove Heights

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Erin Sato

Title: _____

CUB Director

Date: _____

9/28/21



FY2022 RECOVERY GRANT PROGRAM

Reimbursement Invoice

Contract Effective Date: 09/28/2021
Contract Expiration Date: 06/30/2022

Contract #: 200951 PO #: 5868
Vendor #: 197690
Fund: 1000 B201400 B2034420 441603

CONTACT: Eric Satre
PHONE: 651-451-2266
EMAIL: eric@visitigh.com

INDUSTRY RELATIONS REP: Lori Peterson
PHONE: 651-757-1876/800-657-3637
EMAIL: lori.a.peterson@state.mn.us

SUBMIT REIMBURSEMENT PACKET TO: Explore Minnesota, Dawn Bushman @ dawn.bushman@state.mn.us or PO Box 900, Pequot Lakes, MN 56472 when all projects are finished, but **NO LATER THAN August 15, 2022**. All submitted vendor invoices must have accompanying proofs of payment.

City of Inver Grove Heights has been awarded \$11,000 for eligible marketing tactics that fall under **Consumer & Travel Trade; Mtgs/Convention & Group Business and Returning, Existing or New Public Events** project types.

VENDOR	BRIEF PROJECT DESCRIPTION	VENDOR INV TOTAL	AMT TO REIMBURSE

Vendor Invoice Total: _____

Total Amount Requesting Reimbursement: _____

I hereby agree that I have read and complied with the terms of the **Explore Minnesota Recovery Grant Guidelines** and **Contract**. The **Project Summary Evaluation** as well as all required documentation for each project type is included. All information provided is considered public information and may be used for reporting of the FY2022 Recovery Grant funding usage.

Authorized Signature: _____

Printed Name: _____ Date: _____

FOR OFFICE USE ONLY

☐ Linked EMT Logo on Grantee Website Homepage

Date all Required Documentation Received: _____

Approved Amount to Pay: _____

Industry Relations Rep Approval: _____

Date: _____



FY2022 RECOVERY GRANT PROGRAM

Project Summary & Evaluation

Include this form with the Reimbursement Request Form for each project type you complete along with all vendor invoices and proof of payment no later than August 15, 2022. Include a screenshot of your organization's website homepage showing the linked [Explore Minnesota](#) logo.

Records must be kept for a period of six (6) years and be able to reproduce them should we be audited and need to substantiate program results. After six (6) years, you may dispose of the paperwork from this project. All information provided is considered public information and may be used for reporting of the FY2022 Recovery Grant funding usage.

A separate Project Summary & Evaluation Form is required for each advertising project type. Make additional copies as necessary.

Organization:		PO #:	
Project Run Date(s):		Vendor(s):	
Project Type:	Select Type		

Evaluation:

Include the project's goal, audience and description. Assess the value and effectiveness of the project.

Outcome:

Include your level of satisfaction with the project and return on investment.

FY2022 RECOVERY GRANT PROGRAM RECONCILIATION & REIMBURSEMENT CHECKLIST

Completed forms and all supporting documentation must be emailed to Dawn Bushman at dawn.bushman@state.mn.us no later than August 15, 2022.

Any reimbursement request received after August 15, 2022 will not be accepted. All outstanding grant contracts after August 15, 2022 will be canceled and any expenses incurred by the grantee will be ineligible for reimbursement. Please see complete [FY2022 Recovery Grant Program Guidelines](#) for more information.

REQUEST FOR REIMBURSEMENT

Only one request for reimbursement per grant award; no partial reimbursements will be accepted.

Failure to submit all required documentation for reimbursement will result in forfeiture of grant funds.

Allow up to thirty (30) days for reconciliation, processing and receipt of funds once all required documentation material is received.

Invoices

All vendor invoices must be made out to the grantee and include:

- Vendor name and address
- Invoice date
- Invoice number
- Detail of project/tactic with date(s) of service
- Run/publication dates, if applicable

Advertising bundles or packages with any run dates outside the grant effective dates are ineligible.

Pro-rated vendor invoices are ineligible.

Post-dated vendor invoices for projects/tactics run prior to the date of a fully executed contract are ineligible.

Prepayment for projects/tactics run outside the grant effective dates are ineligible.

Proof of Payment

Proof of payment documentation must reflect payment was made by the grantee.

Qualifying proofs of payment are:

- Official vendor statements showing a zero balance (paid-in-full)
- Vendor receipt showing payment made
- Copy of the canceled check, stub or credit card/bank statement (account information redacted or blurred)

(Please note: an invoice stamped or written "PAID" does not qualify as proof of payment.)

Proof of Advertisement

For the project types listed below, you must include proof of advertising:

- Digital - screenshot of advertisements
- Advertising projects
- Billboard/out-of-home - photo or screenshot
- Print - copy or tear sheet
- Social media advertising - screenshot of posts
- Radio/voice - copy of script
- Promotional video/television broadcast - link to video
- Direct mail - original copy of direct mail piece

Reimbursement Checklist

For all projects, you must include the following:

- ☐ Completed Reimbursement Request Form
- ☐ Completed Project Summary & Evaluation Form (one for each project type)
- ☐ Copies of vendor invoices
- ☐ Proofs of payment for all vendor invoices
- ☐ Proof of advertising project/tactic
- ☐ Screenshot of grantee's website home page with Explore Minnesota logo linked to: exploreminnesota.com



Request for Council Action

TITLE: Consider approval, acceptance, and authorization of Parcel 17 (Blaisdell) easement acquisition for City Project No. 2016-13 - Cahill Trunk Drainage Improvements and authorize payment of settlement amount.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Peter Mikhail	FTE included in current complement	
Reviewed by:	Bridget Nason	New FTE requested - N/A	
		Other	X

ACTION REQUESTED:

The Council is asked to approve, accept and authorize execution of the Permanent Drainage, Utility and Ponding Easement and Permanent Drainage and Ponding Easement by and between Mark J. Blaisdell and Elena M. Blaisdell and the City for City Project No. 2016-13; and to authorize payment of the settlement amount of \$11,500.

SUMMARY:

The City requires easements from a parcel of land owned by Mark J. Blaisdell and Elena M. Blaisdell for the Cahill Trunk Drainage Improvements, City Project No. 2016-13. The City had the easements appraised and the parties have reached a settlement that will result in the conveyance of the easements and avoids an eminent domain action.

**PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT AND
PERMANENT DRAINAGE AND PONDING EASEMENT**

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this 16th day of AUGUST, 2021, by and between Mark J. Blaisdell and Elena M. Blaisdell, husband and wife ("Landowner"), and the City of Inver Grove Heights, a Minnesota municipal corporation ("City"). Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, this Easement.

PROPERTY DESCRIPTION

Landowner owns real property in Dakota County, Minnesota, legally described as follows:

Lot 9, Block 3, Dakota Park

Abstract Property

PID: 20-19500-03-090

("Landowner's Property").

PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT DESCRIPTION

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

A permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto ("Permanent Drainage, Utility and Ponding Easement") under, over and across that real property legally described on Exhibit A and likewise depicted on Exhibit B (the "Permanent Drainage, Utility and Ponding Easement Area"), attached hereto and incorporated herein by reference.

PERMANENT DRAINAGE AND PONDING EASEMENT DESCRIPTION

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

A permanent easement for drainage, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto ("Permanent Drainage and Ponding Easement") under, over and across that real property legally described on Exhibit A and likewise depicted on Exhibit B (the "Permanent Drainage and Ponding Easement Area"), attached hereto and incorporated herein by reference.

The Permanent Drainage, Utility and Ponding Easement and Permanent Drainage and Ponding Easement shall be collectively referred to herein as the Permanent Easement. The Permanent Drainage, Utility and Ponding Easement Area and the Permanent Drainage and Ponding Easement Area shall be collectively referred to herein as the Permanent Easement Area.

The Permanent Easement rights granted herein are forever and shall include, the construction, maintenance, repair and replacement of any drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements under, over and across the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the foregoing purposes.

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

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, mains and above ground and below ground drainage facilities 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.

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

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

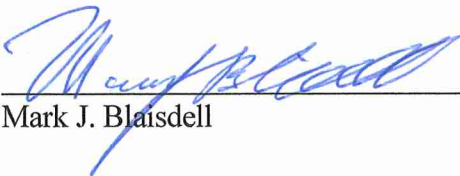
This Easement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXEMPT FROM STATE DEED TAX

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

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

LANDOWNER:

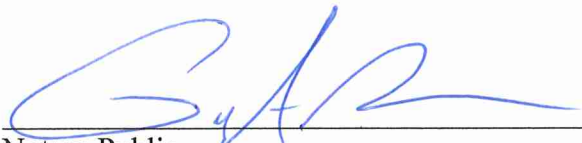

Mark J. Blaisdell

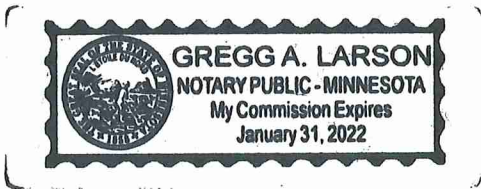

Elena M. Blaisdell

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

The foregoing instrument was acknowledged before me on this 16TH day of AUGUST, 2021, by Mark J. Blaisdell and Elena M. Blaisdell, husband and wife.


Notary Public



CITY:
CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

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

Notary Public

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

EXHIBIT A
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

Permanent Drainage, Utility and Ponding Easement

A permanent drainage, utility and ponding easement over, under and across Landowner's Property bounded by the following described lines:

All that part of Lot 9, Block 3, Dakota Park, Dakota County, Minnesota, lying south of the following described line: Commencing at the northwest corner of Lot 9, Block 3, Dakota Park, Dakota County, Minnesota; thence south along the west line Lot 9 for a distance of 62.74 feet to the point of beginning; thence deflecting left 20 degrees 29 minutes 12 seconds a distance of 8.30 feet; thence deflecting left 15 degrees 40 minutes 34 seconds a distance of 54.16 feet; thence deflecting left 11 degrees 37 minutes 54 seconds a distance of 42.75 feet; thence deflecting right 16 degrees 33 minutes 30 seconds a distance of 28.20 feet to the east line of Lot 9 and there terminating; and lying north of the south 20 feet of Lot 9.

Said permanent easement containing 3367.208 Sq. Ft., 0.077 Acres.

Permanent Drainage and Ponding Easement

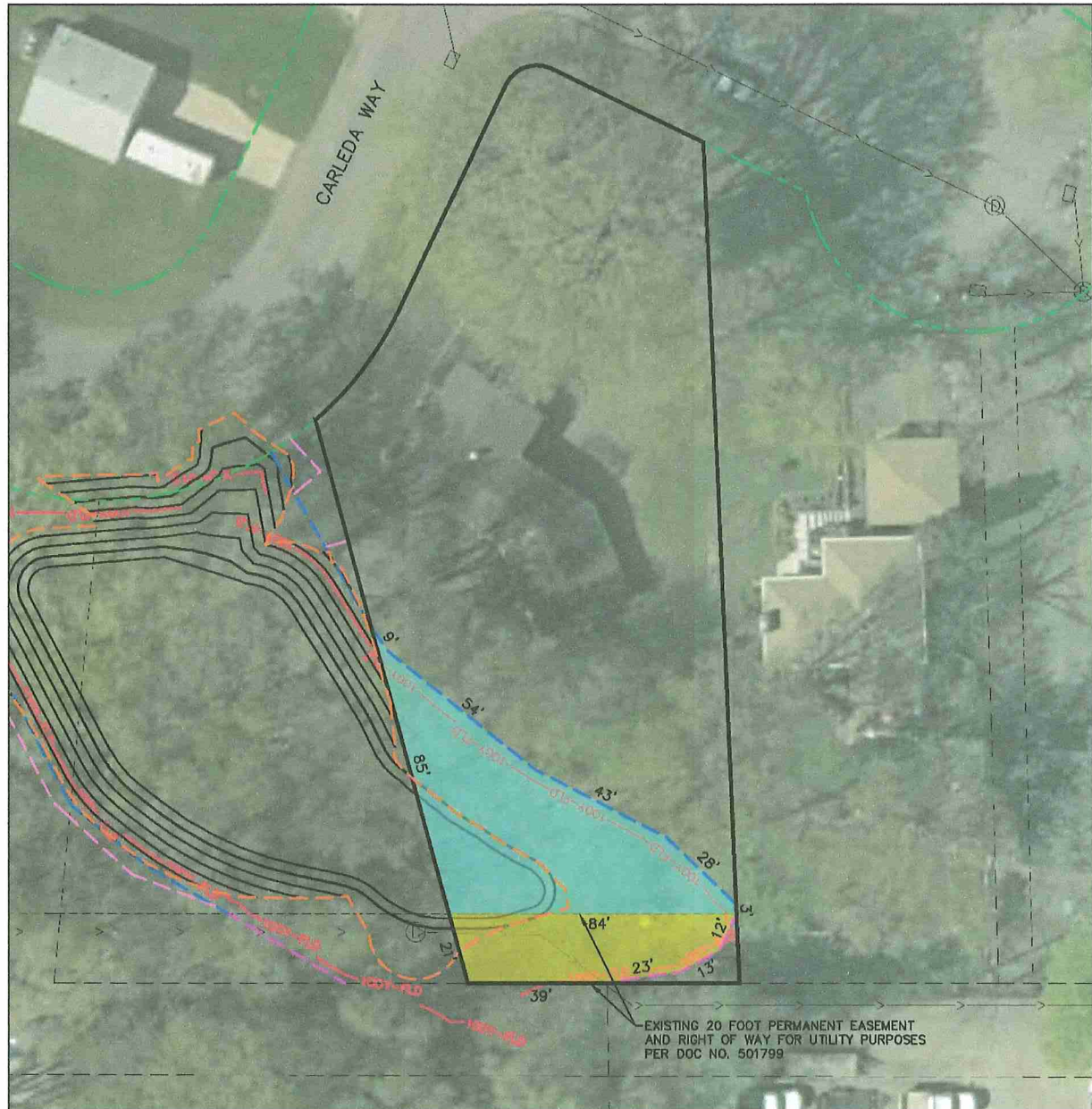
A permanent drainage and ponding easement over, under and across Landowner's Property described as follows:

The south 20 feet of Lot 9, Block 3, Dakota Park, Dakota County, Minnesota, except that part lying south of the following described line: Commencing at the southwest corner of Lot 9, Block 3, Dakota Park, Dakota County, Minnesota; thence east along the south line Lot 9 for a distance of 42.02 feet to the point of beginning of said line to be described; thence deflecting left 08 degrees 00 minutes 12 seconds a distance of 19.75 feet; thence deflecting left 19 degrees 47 minutes 23 seconds a distance of 12.98 feet; thence deflecting left 36 degrees 30 minutes 10 seconds a distance of 11.80 feet to the east line of Lot 9 and there terminating.

Said permanent easement containing 1452.174 Sq. Ft., 0.033 Acres.

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

EXHIBIT B **DEPICTION OF PERMANENT EASEMENT AREA**



OWNER MARK J & ELENA BLAISDELL

CITY PROJECT NO. 2016-13

PID 20-19500-03-090

TOTAL PARCEL AREA = 0.54 ACRES

PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT (SQ. FT.)

3,417

PERMANENT DRAINAGE AND PONDING EASEMENT (SQ. FT.)

1,431

LEGEND

- EXISTING UTILITY EASEMENT
- DENOTES PARCEL LINE
- DENOTES EXISTING R/W LINE
- DENOTES PERMANENT DRAINAGE, UTILITY AND PONDING EASEMENT LINE
- DENOTES PERMANENT DRAINAGE AND PONDING EASEMENT LINE
- DENOTES TEMPORARY EASEMENT LINE
- LIMITS OF CONSTRUCTION
- 100Y-FLD 100-YR HIGH WATER ELEVATION

DATE OF SKETCH: 2/17/2021

CAHILL TRUNK DRAINAGE IMPROVEMENTS PARCEL SKETCH
INVER GROVE HEIGHTS, MN



0 20 40
 HORIZONTAL
 SCALE IN FEET

**Request for Council Action****TITLE:** Consider Authorizing Short -Term Extension in Temporary Employment Term for Interim Parks and Recreation Director

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Consent	Amount included in current budget	x
Contact:	Heather Rand, CD Director, x2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	Kris Wilson	New FTE requested - N/A	
		Other	

ACTION REQUESTED:

Extend the temporary employment of Bob Bierscheid as Interim Parks & Recreation Director until November 12, 2021.

SUMMARY:

Due to a vacancy in the city's Parks and Recreation Director position, on May 24 the City Council approved the temporary employment of Bob Bierschied to serve part-time, up to 20 hours/week, as the city's Interim Parks and Recreation Director through October 31, 2021. Mr. Bierschied has extensive management experience in municipal parks and recreation work and his interim director service for the last 5 months has been productive and valued by city staff and the Parks & Recreation Advisory Commission (PRAC).

The hiring of a new Parks & Recreation Director is in progress. However, it would be beneficial to extend Mr. Bierschied's temporary employment by two weeks, to Friday, November 12, in order to accommodate the November meeting of the Parks & Recreation Advisory Commission. Mr. Bierschied has agreed to the extension if approved.

Request for Council Action

Consider Resolution Approving a Joint Powers Agreement for the Regional Roadway System Visioning Study Update - City Project No. 2018-17

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Consent	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: Pavement Management Fund	

ACTION REQUESTED

Consider resolution approving a Joint Powers Agreement for the Regional Roadway System Visioning Study Update (RRSVS) - City Project No. 2018-17.

SUMMARY

Dakota County and the cities of Eagan and Inver Grove Heights consider it mutually desirable to update the RRSVS completed in 2010. To provide a safe and efficient transportation system, the County and cities are coordinating efforts. It is agreed the County and cities will share responsibilities and jointly participate in the costs associated with the RRSVS update as conveyed in the Joint Powers Agreement.

The City of Inver Grove Heights will be responsible for 16.65% of the study costs which includes County staff costs. Dakota County estimated the total of the study and staff time at approximately \$226,708. Based on the 16.65% cost share, the estimated cost for the city is \$37,447. Funding for this project would come from the City's Pavement Management Fund.

Completion of the study must be approved by all parties. It is anticipated that the final adoption of findings and recommendations will be completed by spring of 2022; however, in no event will the agreement continue in effect after December 31, 2022.

Staff recommends Council approve, via resolution, the Joint Powers Agreement for the Regional Roadway System Visioning Study Update.

TJK/kf

Attachments: Joint Powers Agreement

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

**RESOLUTION APPROVING JOINT POWERS AGREEMENT FOR THE REGIONAL ROADWAY
SYSTEM VISIONING STUDY UPDATE - CITY PROJECT NO. 2018-17**

RESOLUTION _____

WHEREAS, the Regional Roadway System Visioning Study Update (RRSVS) was completed in 2010; and

WHEREAS, the County and cities of Eagan and Inver Grove Heights consider it mutually desirable to update the RRSVS that was completed in 2010; and

WHEREAS, it is agreed the County and cities will share responsibilities and jointly participate in the costs associated with the RRSVS update as conveyed in the Joint Powers Agreement; and

WHEREAS, the City of Inver Grove Heights is responsible for 16.65% of the study costs which includes County staff costs.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City Council of Inver Grove Heights hereby approves the Joint Powers Agreement for the Regional Roadway System Visioning Study Update between Dakota County and the cities of Eagan and Inver Grove Heights.
2. Funding is provided by the Pavement Management Fund.

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



REQUEST FOR PROPOSAL

REGIONAL ROADWAY SYSTEM VISIONING STUDY UPDATE

*TRAFFIC MODELING, ALTERNATIVE EVALUATION & PUBLIC
INVOLVEMENT*

County Project No. 97-197

DUE DATE: July 20, 2021 - 3:00 P.M.

*PHYSICAL DEVELOPMENT DIVISION
June 29, 2021*

DAKOTA COUNTY TRANSPORTATION DEPARTMENT

REQUEST FOR PROPOSAL

Regional Roadway System Visioning Study Update
CP 97-197

INTRODUCTION The Dakota County Transportation Department in conjunction with MnDOT, City of Eagan, Inver Grove Heights, Mendota Heights and Sunfish Lake (Cities) is seeking professional engineering services to update the Regional Roadway System Visioning Study, 2010 (RRSVS). The study will update the long-term vision for the transportation system that can support growth and development in northeast Eagan and northwest Inver Grove Heights. The study area is shown in Attachment A. The County wishes to contract with a firm to update traffic modeling based on changes in the area and models since the last study, evaluate different alternatives regarding the roadway system, make recommendations for interchange needs, and public engagement. Dakota County, MnDOT, and City staff will provide support and input through the study process. The project will be led by Dakota County.

PROJECT OBJECTIVE

The goal of the study is an updated roadway system plan that will support future growth and development, while considering impacts and is supported by affected jurisdictions. The updated study will assess the current existing conditions including changes since the last study and consider safety, traffic congestion, land use, development, system connectivity and cost effectiveness to refine the roadway system vision. The study should revisit County and local roadway network needs from the original study and identify changes. The study will address needs on the MnDOT system to help inform future improvement projects on TH 3. The study area has developed with different land uses than assumed in 2010 plus several roadway projects have taken place since the original visioning study. The study analysis should consider timing and phasing of developments and potential impacts as well as the phasing of improvements needed to mitigate traffic growth. The results of the study will provide a plan and recommendations for corridor needs (expansion or reductions) and regional access needs, including future interchanges, that support growth and development in the surrounding communities as well as regional and local transportation needs.

One key area of the study will focus on the Argenta Trail corridor and the need for interchanges at future CSAH 63 & I494 (original study recommendation) and at CSAH 28 and TH 55. The study will review system impacts as development builds out on the existing roadway network and alternatives including interchanges and/or expansion of TH 3.

PROJECT BACKGROUND

The RRSVS was originally completed in 2010 and provided recommendations to the roadway system network to meet the anticipated traffic demands for the year 2030 and beyond (ultimate build out). The visioning study identified corridor expansions, interchange improvements and a new interchange at I-494 and Argenta Trail. Since the 2010 study, the County has completed it's 2040 Transportation Plan and 2040 model forecasts are not as aggressive as the 2030 model.

Land use has changed, and development continues in the study area since the initial study was conducted. The Cities have updated their comprehensive plans which shall be used to update the study for land use and traffic demands.

The studies listed below have been completed and will provide important background information for the study update.

Regional Roadway Visioning Study (2010)

2040 Transportation Plan (currently in final draft form)

County State Aid Highway (CSAH) 63/I494 Warrant Study including interchange justification study Appendix E with FHWA and MNDOT.

Vikings AUAR Update (2021)

Mendota Heights Mobility Study

CSAH 26/63 Study and construction project starting summer 2021)

Intersection relocation of the TH 55 and 28/63 including jurisdictional transfer of CSAH 28/ Amana Trail to the County

Inver Grove Heights 2040 Comprehensive Plan

Eagan 2040 Comprehensive Plan

Mendota Heights 2040 Comprehensive Plan

Sunfish Lake Comprehensive Plan

Inver Grove Heights Northwest Area / Argenta Small Area Plan

Pine Bend Connector Study

Inver Grove Heights' TH 55 /28/63 interchange footprint concept

Dakota County's Principal Arterial Study

Past Study Data and information available at Dakota County Transportation Past Studies link: <https://www.co.dakota.mn.us/Transportation/TransportationStudies/Past/Pages/default.aspx>

PROJECT SCOPE

The study will update the 2010 RRSVS by utilizing the 2040 Transportation Plan forecasts as the traffic modeling base scenario to create a 2040 base line and new full build out scenario. It should be noted that the 2040 Transportation Plan did not assume interchanges at I494 and Argenta Trail nor at TH 55. A map of the study area is shown in Attachment A. The study will need to include the current build scenario, developments that have been constructed or are approved for construction and account for what was assumed in the 2010 RRSVS. The 2040 forecasts should also take into consideration the Cities' Comprehensive Plans and other planning studies completed including those listed under the Project Background section of this RFP. The study should review planned land uses to determine how sensitive traffic projections are should land use change in the future. Other factors that impact traffic growth such as reduced trip generation due to the COVID pandemic should also be addressed in the study.

The study will need to account for projects completed since the original RRSVS and any planned highway projects including the CSAH 26 and County Road (CR) 63 expansion projects in Eagan and Inver Grove Heights scheduled for construction in 2021. The study will also need to look at the other roadways within the study area to evaluate if the current roadway network is sufficient or if additional improvements are needed. These include but are not limited to TH 149/TH 55 and CSAH 26. Potential improvements to TH 3, from I494 to CSAH 42, will be studied by MnDOT in late 2021 or early 2022. TH 3 will be considered for a potential turnback to Dakota County as part of the MnDOT study. Several different alternative scenarios will need to be developed for consideration and include potential interchanges at I494 and Argenta Trail as well as at TH 55 and Argenta Trail. The study should include scenarios with and without expansion of TH 3.

The potential growth in Eagan and Inver Grove Heights could cause an increase in traffic in Mendota Heights and Sunfish Lake. The study should recognize potential traffic impacts to Mendota Heights and Sunfish Lake and identify options to minimize the impacts and the need for improvements to mitigate traffic growth.

The County is requesting the consultant propose and articulate a methodology and process for achieving the study goals. Proposals will need to identify traffic data collection, traffic forecasting and traffic modeling methods and any other tasks and methods needed to successfully complete the study.

Scope of Services and Deliverables: The study will address critical issues related to safety, operations, and access. Project team will manage and prepare all elements necessary for conducting the corridor study and the following project tasks:

Task 1 -Project Management:

- A. **Schedule** – The consultant project manager (PM) shall ensure that deliverables are on time and facilitate regular phone/email communication with the County project manager. The consultant shall provide a schedule with associated tasks and deliverables and shall revise it as needed.
- B. **PMT and PM Check in Meetings** – The consultant will conduct regular project management team (PMT) meetings with County, Cities of Eagan, Inver Grove Heights, Mendota Heights and Sunfish Lake, and MnDOT Area Management and State Aid staff. These meetings may also be used periodically to supplement technical coordination with other involved agencies. The consultant shall prepare the agendas/packets and complete minutes within one week following the meeting. One PMT meeting per month is anticipated during the Study (assume up to 8 PMT meetings with at least two consultant staff participating). The consultant should include a cost per meeting in its proposal, which will be used to determine the final compensation for PMT meetings.

The consultant should also plan for regular check in meetings (approx. ½ hour typically every week) with the PM and other key staff as applicable to discuss project status and next steps to plan for next steps and ensure project is on track throughout the process.

- C. Quality Management Plan (QMP) Deliverable – The consultant shall prepare a concise QMP that includes general-industry and company quality management procedures. The QMP will also identify quality management approaches tailored specifically to the Regional System Visioning Study Update.
- D. Monthly Progress Reports and Invoices – The consultant shall provide monthly updates of work tasks required/completed with invoices. The County shall be billed monthly throughout the duration of the project, no later than ten (10) days after the completion of each the month. All invoices shall clearly define the percentage of project completion and the percentage of project billed to date for each work task and the total project. All invoices shall be submitted by email to DCTransportation.Invoices@co.dakota.mn.us and copied to the County's Project Manager.
- E. The consultant project manager shall be familiar with State & Federal Aid rules and requirements.
- F. The consultant project manager shall coordinate with any sub-consultants as necessary to complete all of the deliverables stated below.
- G. The consultant shall comply with Dakota County Standard Assurances, and Dakota County Insurance Terms as shown in the Attachments.
- H. The consultant shall provide information/content and graphics periodically for inclusion on the Dakota County website for the project.

Task 2 - Agency Coordination:

- A. The consultant will facilitate communication and engagement with agency stakeholders including representatives of: Dakota County; MnDOT, the cities of Eagan, Inver Grove Heights, Mendota Heights and Sunfish Lake; coordinating transportation agencies (MnDOT, Metropolitan Council, MVTA, and others); and any additional stakeholders as necessary. The PMT meetings may serve as identified meetings to coordinate with stakeholders.
- B. The consultant shall include 2 council workshop updates with each City Council for the Cities of Eagan, Inver Grove Heights, Mendota Heights and Sunfish Lake. The first set of council workshops shall occur at the start of the study and the second update prior to completion of the study.

Task 3 – Data Collection and Review:

The consultant shall review and utilize the 2040 Traffic Model to develop a baseline and forecast traffic model. The consultant shall propose the necessary level of additional data collection needed to successfully model the roadway network and identify and address safety issues. The County's 2040 travel demand modeling from the 2040 Transportation Plan can be found at the following link:

<https://www.co.dakota.mn.us/Transportation/PlanningPrograms/2040TransportationPlan/Documents/TravelDemandModelReport.pdf>

Dakota County will also assist the consultant with the County's Streetlight users license as needed.

Task 4 – Growth and Development Evaluation

The consultant will evaluate cities' future land use beyond 2040, to determine reasonable traffic growth and demand for ultimate build conditions. This task is an essential element to assess the differences in traffic demand from the original study. The consultant should report on any changes in traffic demand and land use from the original study for the ultimate build out condition and reasons for the differences.

Task 5 - Traffic Modeling and Analysis:

The consultant will create traffic models and analysis to determine where roadway deficiencies will arise according to a 2040 model, evaluate different scenarios and make recommendations for roadway networks and verify system needs based on a full build condition.

The traffic modelling should include reference to roadway and intersection lane capacities and will report average and peak-hour speed-performance data. Results will report on performance of corridor segments and show peak-hour weekday and weekend level-of-service (LOS) results. The following conditions should be modelled:

- A. Existing Conditions (2021) Information and Model Setup –The consultant will setup the traffic model(s) with the existing roadway network to calibrate the model for use throughout the Study.
- B. Base Conditions (Forecast 2040) – The traffic model will utilize Dakota County's 2040 Transportation Plan travel demand model as baseline inputs. The base conditions should include the existing roadway network plus the City, County and State projects planned for in 2021 and 2022.
- C. Roadway Network Alternative Scenarios (Forecast 2040) –After conducting the capacity analysis in Base Conditions above, up to 3 scenarios may be developed, in consultation with the PMT, to address roadway network deficiencies. The following potential enhancements may be considered for development of scenarios alternatives:
 - a. Expansion of TH 3
 - b. Interchange at I494 and CSAH 63
 - c. Interchange at TH 55 and CSAH 28
 - d. Expansion of Argenta Trail
 - e. Expansion of TH 149/55
 - f. Extension of CSAH 28, east of TH 3 and Amana Trail roundabout
 - g. Expansion of CSAH 28, east of TH 3 and Amana Trail roundabout
 - h. Other enhancements as applicable (consultant proposal to list specifics)
- D. Ultimate Build Out (beyond 2040) - Based on task 4, for ultimate build out conditions, conduct a capacity. Develop up to 3 scenarios to address roadway deficiencies.

Assessment: Traffic modelling and alternative comparisons should be done between the 2040 forecast base and build conditions plus a full-development (beyond 2040) model. Summary report to include performance of the corridor segments including average and peak-hour speed-performance data and peak-hour weekday and weekend level-of-service (LOS) results for intersections.

Deliverable: Forecast result and analysis memorandum including figures for the traffic volumes for each condition and scenario outlined above.

Task 6 - Environmental Screening: The study should include a high-level environmental screening to identify potential issues used to evaluate alternatives and make final recommendations of preferred alternative.

Deliverable: Environmental Screening document

Task 7 – Alternative evaluation and selection of a Recommended Alternative: Develop alternatives described in Task 5, based on project objectives and modeling based on corridor needs. Develop a matrix to evaluate alternatives, in consultation with the PMT, to determine a recommended scenario that includes identification of new interchanges as applicable, corridor needs, roadway function updates and local system connections.

Provide a high-level summary noting what level of development and traffic growth would trigger the potential implementation of recommended alternative elements NOT already in place or part of the County's CIP. Identify possible phasing scenarios for recommended improvements.

Deliverable: Alternatives evaluation and recommended alternative

Task 8 - Public Involvement: Develop a Public Participation Plan focusing on best approach with property owners, area businesses and the general public along the study segment with the intent of understanding concerns, providing information on safety and access needs, and presenting alternatives. The plan should consider allowing for virtual engagement as well as in person as necessary to comply with COVID safety guidelines and requirements.

Allow for active participation of the Public in developing alternatives and recommendations. Work with the County and City through project team meetings and other communication to gather information, feedback and report key project work throughout the project timeline. Give presentations to inform City and County elected officials of the study/project needs, process and to educate each group on concept plan recommendations.

It is expected that the proposer will identify the project schedule and a complete summary of work tasks to manage all work elements necessary to carry forth this corridor study work. The professional engineering firm selected will be required to furnish all labor, materials, transportation, tools, supplies, equipment, etc., necessary for the completion of the following work on the project including:

- Arrange for public participation meetings (announcement, room location, etc.). Prepare meeting agendas, minutes, displays and documents to be used for distribution, and supply the necessary handouts for public and board/council meetings.
- A summary report of the study work including discussion and results of analysis work, alternative evaluation and comparison, matrix/narrative including public process and selected alternative recommendations.
- All data is to be submitted at the end of the project completion both electronically and by paper (including pdf's word documents and all cadd files – converted from micro station)

DESCRIPTION OF DESIRED PROFESSIONAL ENGINEERING SERVICES:

All work shall comply with the procedures, requirements and regulations of the Minnesota Department of Transportation Office of State Aid, Dakota County Transportation Department, and City of Eagan and Inver Grove Heights policies.

MNDOT, DAKOTA COUNTY, THE CITY OF EAGAN AND INVER GROVE HEIGHTS WILL PROVIDE:

1. Digital planimetrics and aerial photography for the corridor.

2. Past Study Data and information available at Dakota County Transportation Past Studies link: <https://www.co.dakota.mn.us/Transportation/TransportationStudies/Past/Pages/default.aspx>

PROPOSALS

The proposal text shall not be more than twenty (20) pages long not including the cover letter. Any additional drawings or information ancillary to the proposal shall be placed in an Appendix at the back of the proposal. Proposals shall be prepared on 8-1/2" x 11" format, with sequentially numbered pages throughout the report or by section. All text and exhibits should be succinct and relevant to the RFP requirements.

Dakota County or its project partners shall not, in any event, be liable for any pre-contractual expenses incurred by the consultant in the preparation of their proposals. Consultants shall not include any such expenses as part of their proposals. Pre-contractual expenses are defined as expenses incurred by the consultant in:

- a. Preparing its proposal in response to this RFP;
- b. Submitting that proposal to the County;
- c. Negotiating with the County on any matter related to this RFP;
- d. Any other expenses incurred by the consultant prior to the date of execution of the proposed agreement.

The consultant shall adhere to all terms of this RFP. Exceptions to the requirements in this RFP must be included in the proposal submitted by the consultant. The consultant shall segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations".

By submitting a proposal, the consultant represents that they have thoroughly examined and became familiar with the work required under this RFP and that they are capable of performing quality work to achieve the objectives of the County.

SUBMITTAL REQUIREMENTS

General Information:

1. Addenda/Clarifications. Any changes to this RFP will be made by the County through a written email addendum. No verbal modification will be binding.
2. Contract Award: Issuance of this RFP and receipt of proposals do not commit the County to the awarding of the contract. The County reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected consultant, should negotiations with the selected consultant be terminated, to negotiate with more than one consultant simultaneously, or to cancel all or part of this RFP.
3. County Rights: The County may investigate the qualifications of any consultant under consideration, require confirmation of information furnished by the consultant, and require additional evidence of qualifications, to perform the work described in this RFP. The County reserves the right to:
 - a. Reject any or all proposals if such action is in the public interest;
 - b. Cancel the entire Request for Proposals;
 - c. Issue a subsequent Request for Proposals;
 - d. Remedy technical errors in a Request for Proposals process;
 - e. Appoint evaluation committees to review the proposals;
 - f. Establish a short list of consultants for interview after evaluation of proposals;

- g. Negotiate with any, all, or none of the RFP consultants; and
- h. Reject and replace one or more subcontractors.

4. Independent Contractor Status: The consultant will be an independent consultant. Nothing contained in any contract awarded shall be construed to create the relationship of employer and employee between County and the consultant. The consultant is not entitled to receive any of the benefits by County employees and is not eligible for workers' or unemployment compensation benefits. The consultant understands that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from payments due the consultant and that it is the consultant's sole obligation to comply with the applicable provisions of all federal and state tax laws.
5. Contract Type: A contract will be executed between Dakota County and a prime consultant firm. In the case of a project team of multiple consultants, a prime consultant firm shall be responsible for subcontracting with the other consultant firms. There will be no legal relationship with Dakota County and the subcontracting consultant firms. The prime and subcontracting consultant firms shall be responsible in providing the required submission information via a single proposal.

Letter of Submittal Inclusions:

1. Name, address, phone number, and fax number of the firm;
2. Acknowledgement of receipt of RFP addenda, if any;
3. Name, title, address, telephone, fax numbers, and email address, of contact person during the period of evaluation;
4. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
5. Signature of a person authorized to bind the offering firm to the terms of the proposal.

Minimum Proposal Requirements:

Proposals should include and will be scored on the following:

1. Project Understanding: From the proposer's perspective, explain the need for the project, the project scope, tasks and deliverables needed to complete the study. Identify the methodology for accomplishing the work including the specific tools to be used for evaluation and rationale for analysis plan.
2. Project Team:
 - a. Project Manager: Provide a description of the Project Manager and their qualifications for this project and a detailed list of previous projects worked on with the firm that are relevant to the project. If more than one project manager may be assigned to various specialty areas, please provide multiple descriptions.
 - b. Key Support Personnel: Provide a brief list of key personnel that will be assigned to this project. Identify their area of expertise and how they have worked with the Project Manager on previous projects.
3. Previous Experience: Describe previous similar projects that the team was involved with.
4. Schedule: Starting and completion dates for each of the tasks included in the scope of work. General guidance: Time line is anticipated to be 6-8 months beginning in September 2021.

5. Cost of Services: A spreadsheet that identifies labor requirements for each major work item for the project area. Estimate should include estimated hours and rates by employee group, sub-consultant fees and other costs and expenses. Identify any assumptions made regarding the cost estimate and the method by which fees have been calculated and payment for services anticipated.
6. Statement of Compliance: The consultant will need to include a Statement of Compliance to the terms identified for Standard Assurances, and Insurance Terms.
7. Conflict of Interest. The Consultant must complete the attached non-collusion and conflict of interest form and identify any potential conflict of interest it may have providing the services contemplated by this RFP.
8. Other information you believe may be valuable in reviewing the qualifications of your firm.

SUBMITTAL OF PROPOSALS : Proposals to be received by 3:00 p.m., July 20, 2021.

Submit a PDF via email to: Erin Laberee, Assistant County Engineer, Transportation Department, Erin.laberee@co.dakota.mn.us.

Questions concerning this request should be directed to Erin Laberee at (952) 891-7122 or email at Erin.Laberee@co.dakota.mn.us.

Selection of the consultant will be based on the following criteria:

1. Completeness of the proposal.
2. Project understand and methodology used to achieve study objectives
3. Qualifications, specialized experience and professional competence.
4. Experience and availability of project manager and project personnel.
5. Completeness of project work plan identifying deliverables, time lines, and ability to meet project deadline.
6. Proposed cost of engineering services.
7. The avoidance of conflicts of interest prohibited under state and local laws.

Dakota County intends to enter into a contract with the engineering consultant selected. The County reserves the right to accept or reject any or all proposals as determined to be in the best interest of the County and City. The contract will be based upon the final scope of services and be at a fee not to exceed. The consultant selected shall comply with the laws of Minnesota and carry insurance as required by the County. (See attachment.)

All deliverables and final product are the property of Dakota County, MnDOT and City of Eagan and Inver Grove Heights (including all printed and electronic data and files).

SCHEDULE

The following is the desired schedule for the project:

Notice of RFP – June 29, 2021

Proposals due – July 20, 2021

Selection of consultant – July 27, 2021

Complete Contract negotiations – August 3rd, 2021

County Board approves consultant selection – August 17, 2021

Execution of contract – August 24, 2021

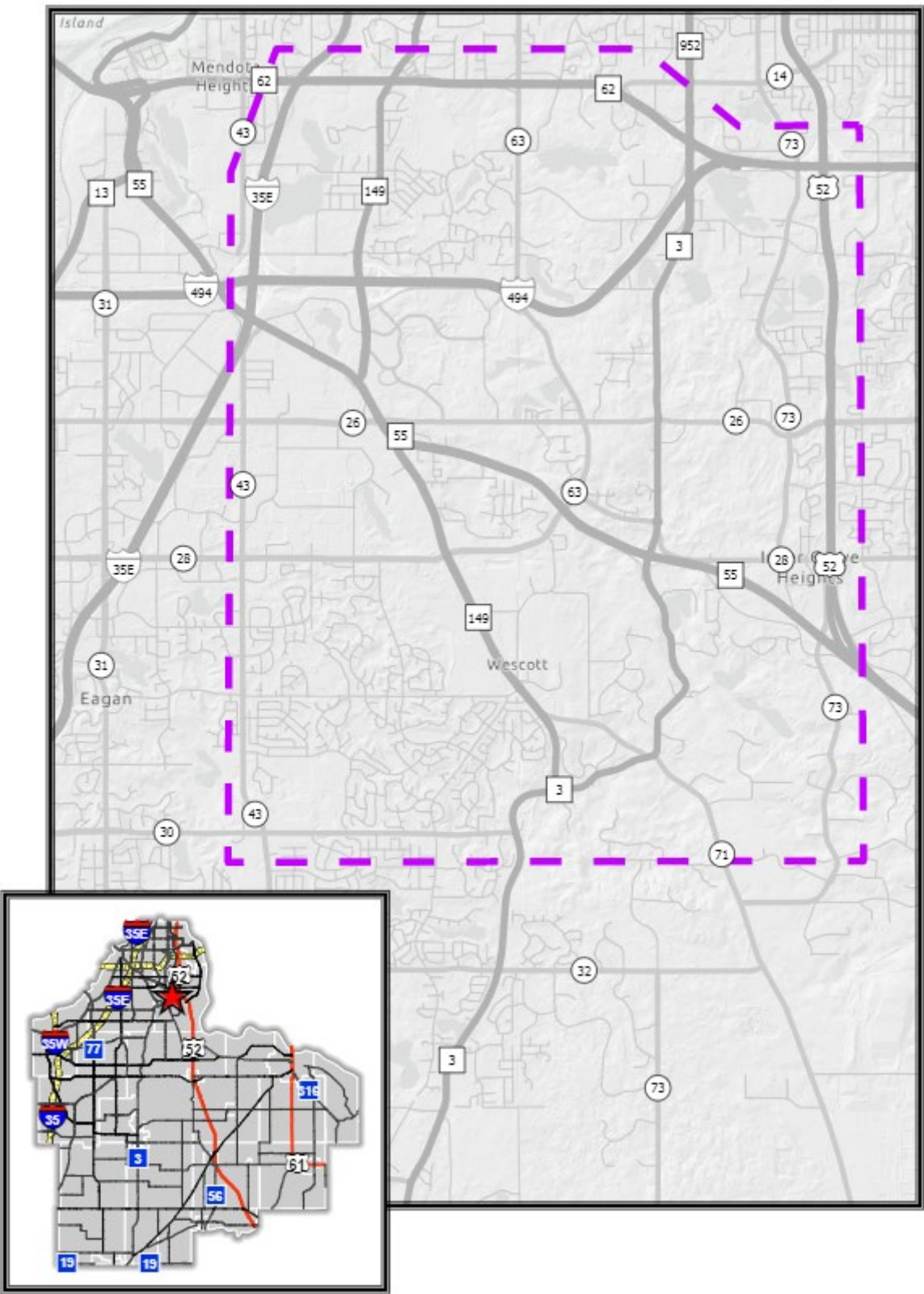
Authorization to proceed – August 25, 2021

CONTRACT

The term of the contract to be awarded under this RFP will be from the date executed by all parties until services are complete. The County will prepare a contract with the selected Consultant. The County will use its standard contract terms and conditions. The Consultant must be willing to sign a contract that will incorporate the RFP plus attachments, the response to the request for proposal and any other terms negotiated by the parties. General conditions set forth in this section will be incorporated into the professional services agreement. These provisions are considered minimum requirements and may be increased or expanded if it is agreed to be in both parties' interests.

ATTACHMENTS

- A. Map
- B. Dakota County Standard Assurances
- C. Dakota County Insurance Terms
- D. Non-Collusion and Conflict of Interest
- E. Trade Secret Information



ATTACHMENT B STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY**. For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the

requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **CONTRACTOR GOOD STANDING.** Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

6. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA GPB-LSO-JET (Rev. 10-19)

ATTACHMENT C
INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

☒ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for DAKOTA COUNTY hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of DAKOTA COUNTY's protection could result; and further, that it will exercise its rights under any "Extended Reporting

Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of DAKOTA COUNTY's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise DAKOTA COUNTY of any intended or pending change of any Professional Liability insurers or policy forms, and provide DAKOTA COUNTY with all pertinent information that DAKOTA COUNTY may reasonably request to determine compliance with this section; and (b) immediately advise DAKOTA COUNTY of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of DAKOTA COUNTY.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☒ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. DAKOTA COUNTY shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as DAKOTA COUNTY may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide DAKOTA COUNTY with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide DAKOTA COUNTY with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the DAKOTA COUNTY Certificate of Insurance, or in such other form as DAKOTA COUNTY may reasonably request, and shall contain sufficient information to allow DAKOTA COUNTY to determine whether there is compliance with these provisions. At the request of DAKOTA COUNTY, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to DAKOTA COUNTY prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to DAKOTA COUNTY. Such acceptance by DAKOTA COUNTY shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, DAKOTA COUNTY shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to DAKOTA COUNTY. If DAKOTA COUNTY does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to DAKOTA COUNTY.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, DAKOTA COUNTY shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to DAKOTA COUNTY immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of DAKOTA COUNTY, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of DAKOTA COUNTY under this section. Such loss information shall include such specifics and be in such form as DAKOTA COUNTY may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases DAKOTA COUNTY, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of DAKOTA COUNTY or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of DAKOTA COUNTY, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by DAKOTA COUNTY, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by DAKOTA COUNTY, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

K/CM/Exh/Insure-Prof-Liability-CM.doc
Revised: 10/07

ATTACHMENT C

Non-Collusion and Conflict of Interest Statement

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature	Title	Date

You are advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Submit this form as part of the Bid, Proposal or Quote response.

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature.

V.7 Revised: MMH (06-19)

ATTACHMENT E

Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's bid or proposal.

All responders must select one of the following boxes:

- ☐ My bid/proposal **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire bid/proposal will become public record in accordance with Minn. Stat. § 13.591.
- ☐ My bid/proposal **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
(b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
(c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
 2. I have submitted one paper and one digital copy of my bid or proposal from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Revised: 6/28/2018

Submit this form as part of the Bid, Proposal or Quote response.

Authorized Signature

Title

Date

Signatures on your Bid/Proposal/Quote Response (Non-Collusion, Trade Secret, Bid/Proposal/Quote Forms, etc.) require a 'WET' signature. Digital signatures are NOT accepted.

Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely bid/proposal to Dakota County will be public once opened. All other information remains private until Dakota County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Dakota County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the bid/proposal.

Any request for confidential treatment of trade secret information in a Responder's proposal must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see attachment. Dakota County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the proposal that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the proposal from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Dakota County as a waiver by the Responder of any confidential treatment of the trade secret information in the bid or proposal.

Requests by the public for the release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a proposal.

By submitting this bid or proposal, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the County in defending such an action.

Revised: 6/22/2018



Request for Council Action

Resolution Supporting Dakota County's 2022-2026 Transportation Capital Improvement Program

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 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:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Click or tap here to enter text.	

ACTION REQUESTED

The Council is asked to consider adoption of the attached resolution supporting Dakota County's 2022-2026 Transportation Capital Improvement Program.

SUMMARY

Annually, Dakota County prepares a five-year Transportation Capital Improvement Program (CIP) based upon their needs and requests from the cities being impacted. City staff previously met with Dakota County staff to review the City's draft CIP. Subsequently, the County revised their CIP and is requesting the City's consideration and approval.

Dakota County is requesting that cities pass a resolution supporting their five-year CIP. The proposed CIP for transportation includes projects to improve Lone Oak Road/70th Street from TH 55 and TH 3. Inver Grove Heights will also be working with Dakota County on the 117th Street Reconstruction project. Additional projects include pedestrian safety improvements at 80th Street and Barbara Avenue, upgrading TH 3 in partnership with MnDOT and the County, trails near Upper 55th and Babcock Trail, and turnback and storm water improvements on old Argenta Trail.

Staff recommends approval of the resolution supporting Dakota County's 2022-2026 Transportation Capital Improvement Program.

TJK/kf

Attachment(s): Resolution

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

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2022-2026 TRANSPORTATION CAPITAL
IMPROVEMENT PROGRAM (CIP)**

RESOLUTION NO. _____

WHEREAS, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2022-2026 Transportation Plan; and

WHEREAS, the following transportation project are important to the City of Inver Grove Heights; and

PROJECT
CR 28 - Pedestrian Safety Improvements at Barbara Ave Intersection
TH 3 Scoping Study
Argenta Trail Turnback Project
CR 73 - Babcock Trl Pedestrian Trail GAP Project
CSAH 32 (117 th St.) CSAH 71 to TH 52
CSAH 26 - TH 3 to CSAH 73 (Babcock Trail)
CR 28 - TH 3 to 0.62 miles east

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies; and

WHEREAS, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way (ROW) acquisition, utility relocation and construction).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT: The following project be included in Dakota County's 2022-2026 Transportation CIP for construction in the years indicated:

Project	Current Schedule
CR 28 - Pedestrian Safety Improvements at Barbara Ave Intersection	2021
TH 3 Scoping Study	2021 Study
Argenta Trail Turnback Project	2021 Design/ROW 2022 Construction
CR 73 - Babcock Trl Pedestrian Trail GAP Project	2022
CSAH 32 (117 th St.) CSAH 71 to TH 52	2022 Design 2023 ROW Acquisition 2024 Utility Relocation 2025 Construction
CSAH 26 - TH 3 to CSAH 73 (Babcock Trail)	2023 Design
CR 28 - TH 3 to 0.62 miles east	2025 Design

Adopted by the City Council of Inver Grove Heights this 25th day of October 2021

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

Consider approval of a Conditional Use Permit, Inverpoint Business Park

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 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	

ACTION REQUESTED:

The Council is asked to adopt the attached resolution approving a Conditional Use Permit to allow manufacturing in a 96,000 square foot building located on Lot 2, Block 1, Inverpoint Business Park Second Addition.

- Requires a 4/5th's vote.
- 60-day deadline: November 6, 2021 (first 60 days)

SUMMARY:

United Properties will soon be constructing building number 2 from the original final PUD approval granted in 2007. This would be the third building in a five building office warehouse complex. United Properties is requesting a conditional use permit to allow manufacturing in the building to match the type of users that currently occupy buildings 1 and 3. Separate CUP's for the entire building have been approved for these lots.

ANALYSIS

- Existing building has user with light manufacturing and second building has user with light assembly
- United Properties would lease to users of similar type.
- Approving a CUP for the whole building now eliminates need for each tenant to obtain their own CUP thus shortening the approval process.

RECOMMENDATION:

Planning Staff: Recommends approval of the conditional use permit as presented.

Planning Commission: Also recommended approval of the CUP with no further comments (8-0)

Attachments: Conditional Use Permit Resolution

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR MANUFACTURING AND
ASSEMBLY ON LOT 2, BLOCK 1, INVERPOINT BUSINESS PARK SECOND ADDITION**

Case No. 21-56PUD
(United Properties)

WHEREAS, the request is for the property located on the north side of Courthouse Boulevard, west of Barnes Avenue and legally described as:

**Lot 2, Block 1, Inverpoint Business Park Second Addition, according to the
recorded plat, Dakota County, Minnesota.**

WHEREAS, the aforescribed property is zoned IOP, Industrial Office Park District;

WHEREAS, Manufacturing and assembly is listed as a conditional use within the IOP 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 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 October 5, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit for manufacturing and assembly is hereby approved subject to the following conditions:

1. Development of the site shall also be regulated by the preliminary plat/PUD conditions of approval in Resolution #08-39 and as amended in Resolution #19-147.
2. Allowed CUP uses to be the same as allowed in the I-1 district and any use containing hazardous materials be consistent with fire and building codes.

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 25th day of October, 2021.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE:** Consider Request for Approval of Rental Housing Licenses

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 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 two (2) rental licenses.

BACKGROUND

The City Council adopted a rental licensing ordinance that requires all rental property owners to obtain a rental license every two years. The purpose of the ordinance is to assure proper maintenance of structures to preserve neighborhood stability, protect the quality of existing rental housing stock and maintain property values. The ordinance provides for basic safety and living standards for rentals.

ANALYSIS

The following rental license applications have been submitted:

3760 75th ST E - GARY VANDERBUSH, PROPERTY MANAGER

3284 71st ST E - GARY VANDERBUSH, PROPERTY MANAGER

The above applications have been found to be complete. The applications include the necessary fee payments and the BCA background checks. The City of Inver Grove Heights Police Chief/Designee has also reviewed and approved the license applications.

RECOMMENDATION

Community Development staff recommends approval of the licenses listed above.



Request for Council Action

CONSIDER APPROVAL OF RESOLUTION ADOPTING SMALL AREA PLAN FOR AREA NORTH OF HWY 55 AND WEST OF ARGENTA TRAIL

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Rand, CD Director: 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	Kris Wilson, CA	New FTE requested - N/A	
		Other	X

ACTION REQUESTED:

The Council is asked to consider the attached resolution adopting a small area plan for an area located in the Northwest Area Overlay (NWA) with boundaries defined as land located South of 70th Street, North of Highway 55, West of Argenta Trail and East of the City of Eagan boarder.

SUMMARY:

In fall of last year, the city hired Hoisington Koegler Group, Inc. (HKGi) to prepare two small area plans (SAPs) near Argenta Trail and Hwy 55. The study area for a SAP just north of Hwy 55 and west of Argenta Trail was driven by the need for the planning effort to guide roadway access, utility and land use details for a development application that was tabled for a high density housing project, and property owner inquiries on land use changes and impacts in the surrounding area.

The consultant from HKGi, Bryan Harjes, and city staff have presented the findings of the SAP with recommended conceptual land use plan highlights at the July 20 Planning Commission meeting, September 13 City council meeting, and October 19 City Council workshop.

Several possible scenarios have been discussed at these meetings, so for the sake of clarity, the recommended scenario for this northern SAP is the one represented on the land use map immediately following this memo. It depicts a version A and B (Figure 13 and Figure 14) due to a lack of clarity regarding road access to one portion of the study area. This is taken directly from the report (page 21).

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:

The Planning Commission has reviewed the plan as presented on July 20 and recommended City Council acceptance. As such, staff recommends approval of a resolution adopting the SAP for the area located in the NWA Overlay (NWA) with boundaries defined as land located South of 70th Street, North of Highway 55, West of Argenta Trail and East of the City of Eagan.

Attachment: NWA Small Area Plan N of Highway 55

Preferred Land Use Plan

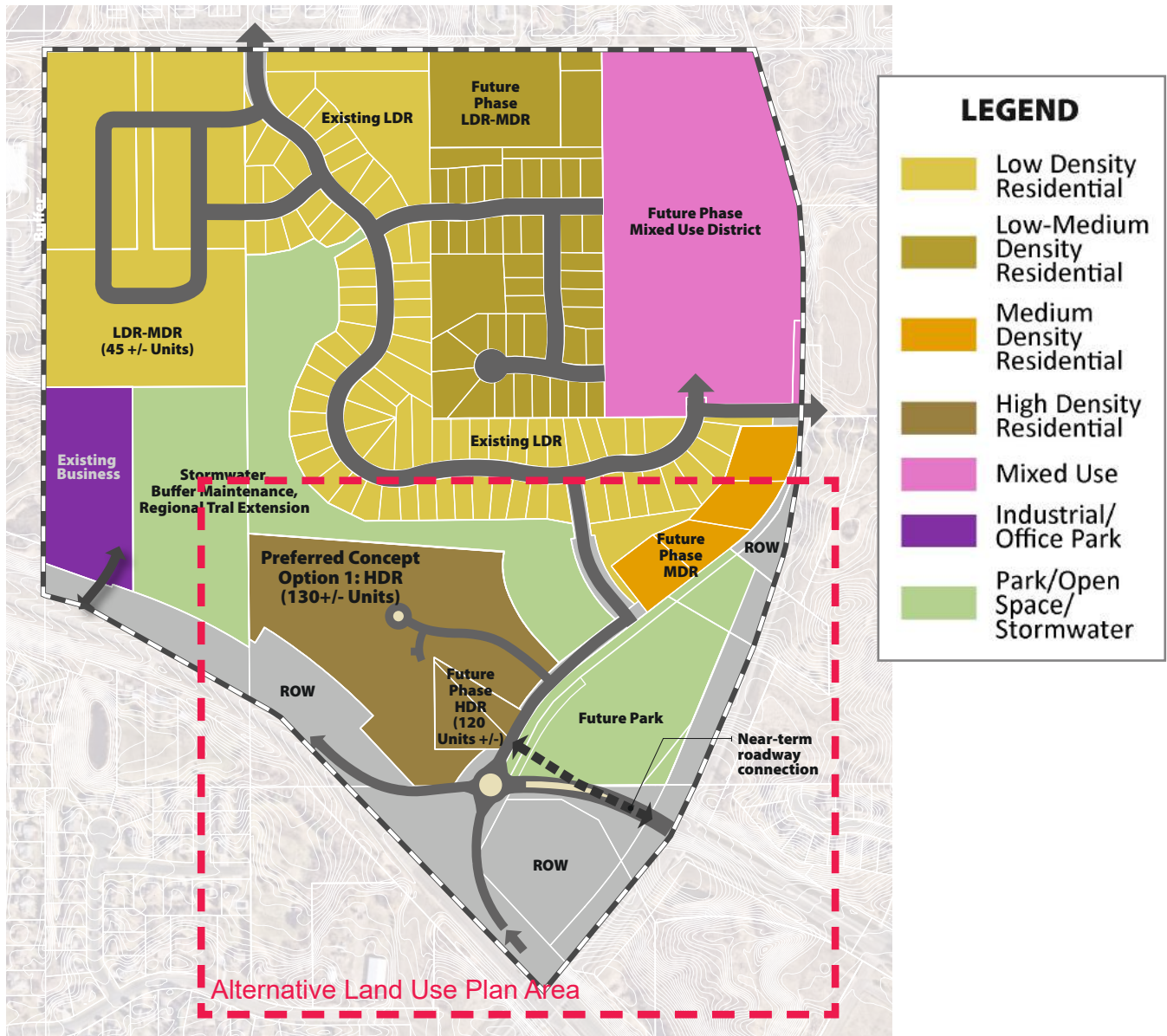


Figure 13. Preferred Land Use Plan



Modern apartment housing with stormwater treatment as a recreational amenity

Alternative Land Use Plan

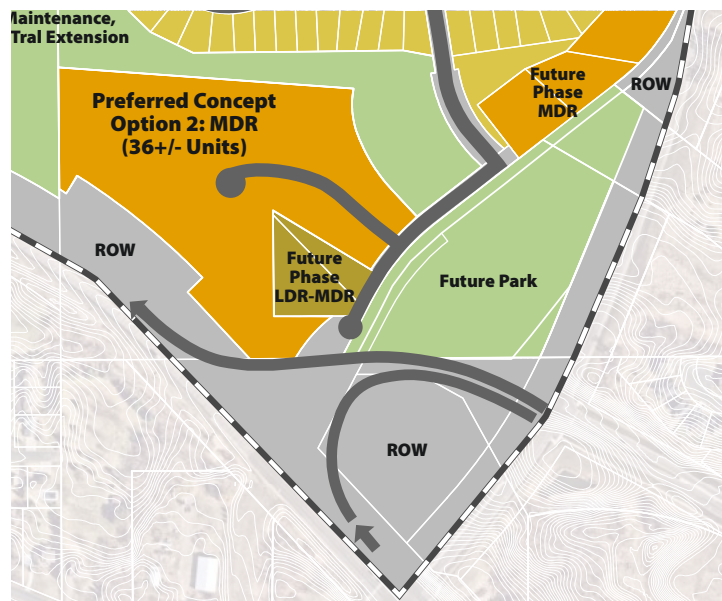


Figure 14. Alternative Land Use Plan

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

**RESOLUTION ADOPTION SMALL AREA PLAN FOR AREA NORTH OF HWY 55
AND WEST OF ARGENTA TRAIL IN THE NORTHWEST OVERLAY AREA**

WHEREAS, the City of Inver Grove Heights city council hired Holsington Koegler Group, Inc. (HKGi) planning group to prepare a small area plan (SAP) for an area North of Highway 55, West of Argenta Trail, South of 70th Street and East of the City of Eagan border for the purposes of providing guidance on future land use development decisions in that area; and

WHEREAS, HKGi created a draft SAP with direct input from potentially affected property owners, the city planning and engineering staff, Dakota County transportation staff, City of Eagan planning staff, real estate market professionals and Ehlers, the city's financial consultant; and

WHEREAS, HKGi and city staff presented such draft SAP, dated July 2021, for the area N of Highway 55 to the Planning Commission and they recommended approval of the draft for the purpose of guiding development in the area; and

WHEREAS, HKGI and city staff have presented the draft SAP dated July 2021 for the area N of Highway 55 and just West of Argenta Trail to the Inver Grove Heights City Council at a September 13, 2021 regular meeting of the Council and at a October 19, 2021 City Council Work Session for additional consideration and discussion as to the merits of such presented SAP.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Inver Grove Heights approves the adoption of the NWA Small Area Plan for an area North of Hwy 55 and West of Argenta Trail as represented in the July dated small area plan draft document presented to the City's Planning Commission and City Council.

Adopted by the City Council of the City of Inver Grove Heights on October 25, 2021.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

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

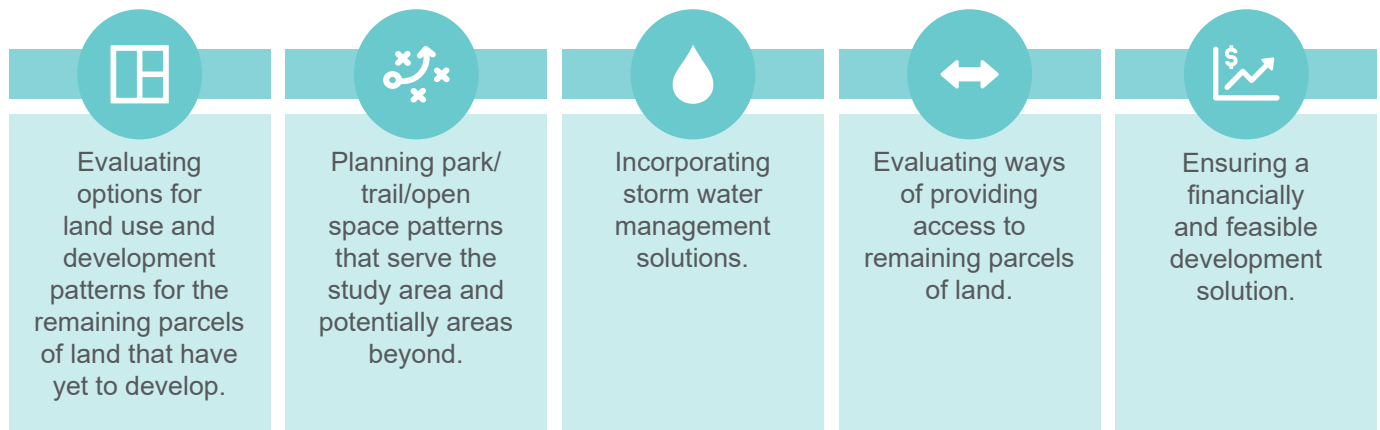
IGH is conducting a small area study for the land bounded by Highway 55 on the south, Argenta Trail on the east, 70th Street on the north, and the Eagan border to the west. This area has partially developed over the last decade and seen significant changes with improvements to Argenta Trail and Highway 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

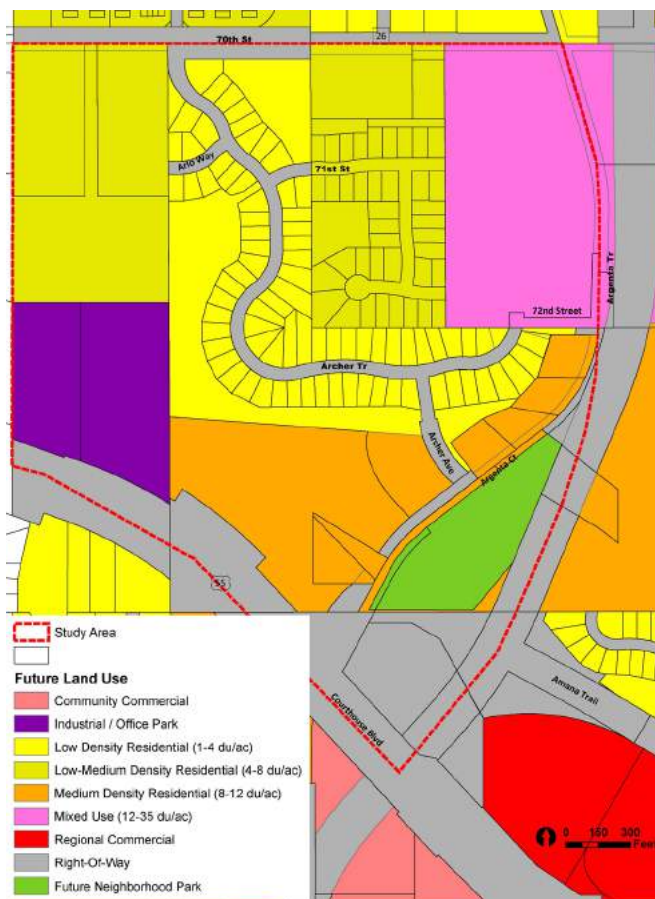


Figure 2. Future Land Use

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.

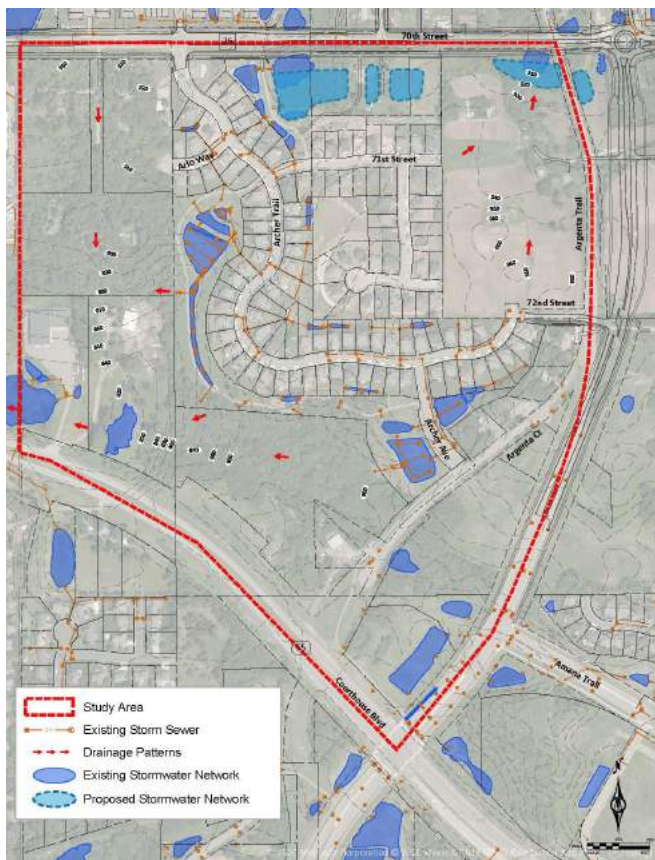


Figure 3. Stormwater

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.

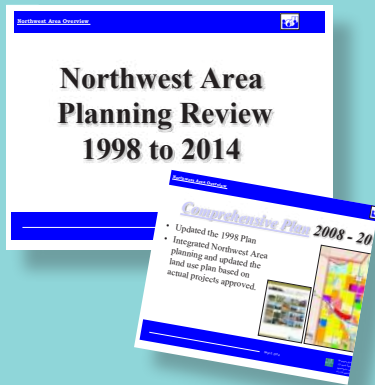


Figure 7. Transportation

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.

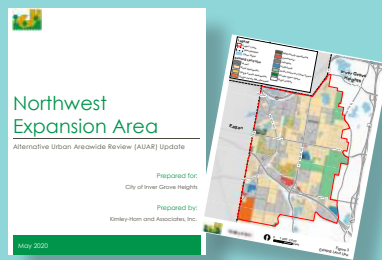
Related Background Documents



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.

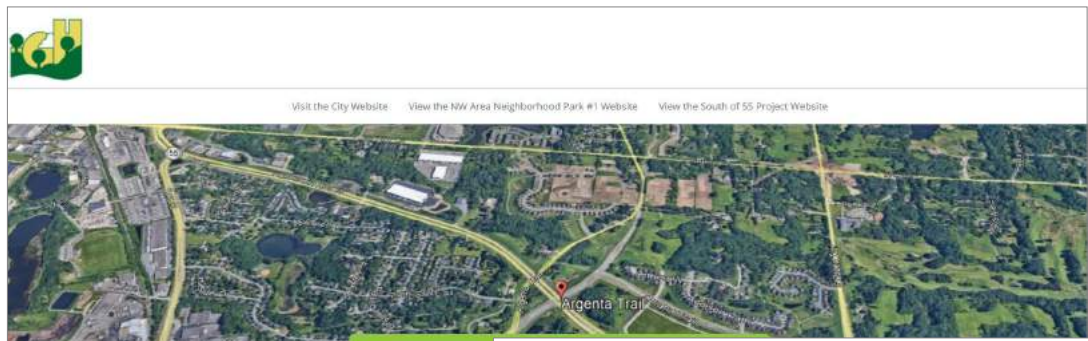


Stormwater infiltration basin and soft-surface trail precedent images

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:

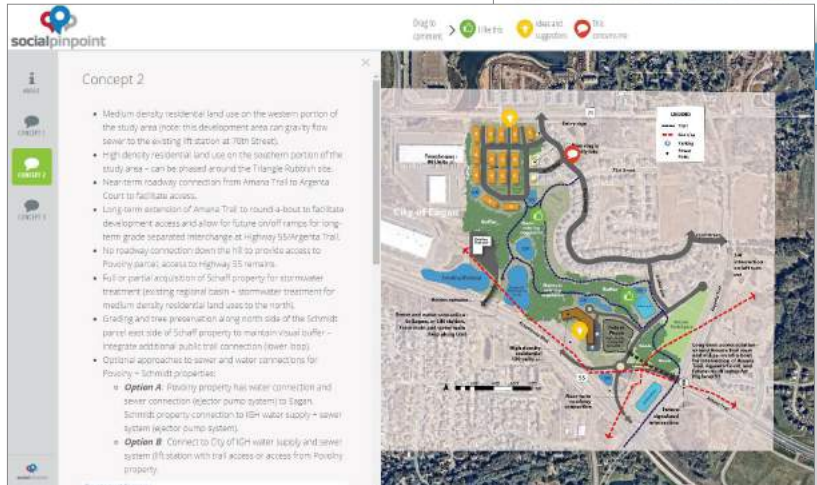
Understand the Context: We will begin by building a base of common understanding including existing land use and physical conditions, planned improvements, and an understanding of historical planning for the Northwest Area.

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.

Map showing project area with various zones and infrastructure.

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.

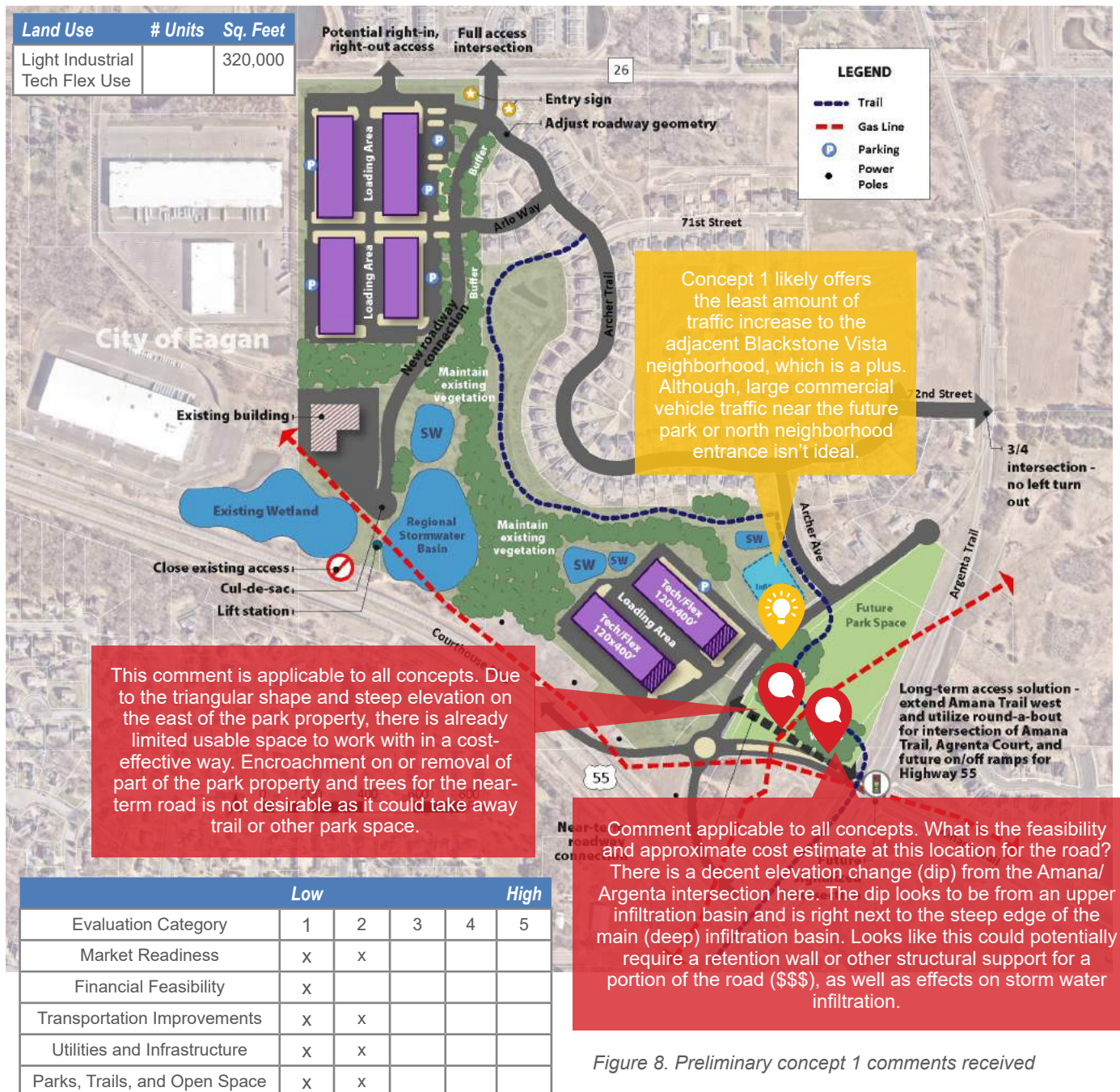


Figure 8. Preliminary concept 1 comments received

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).

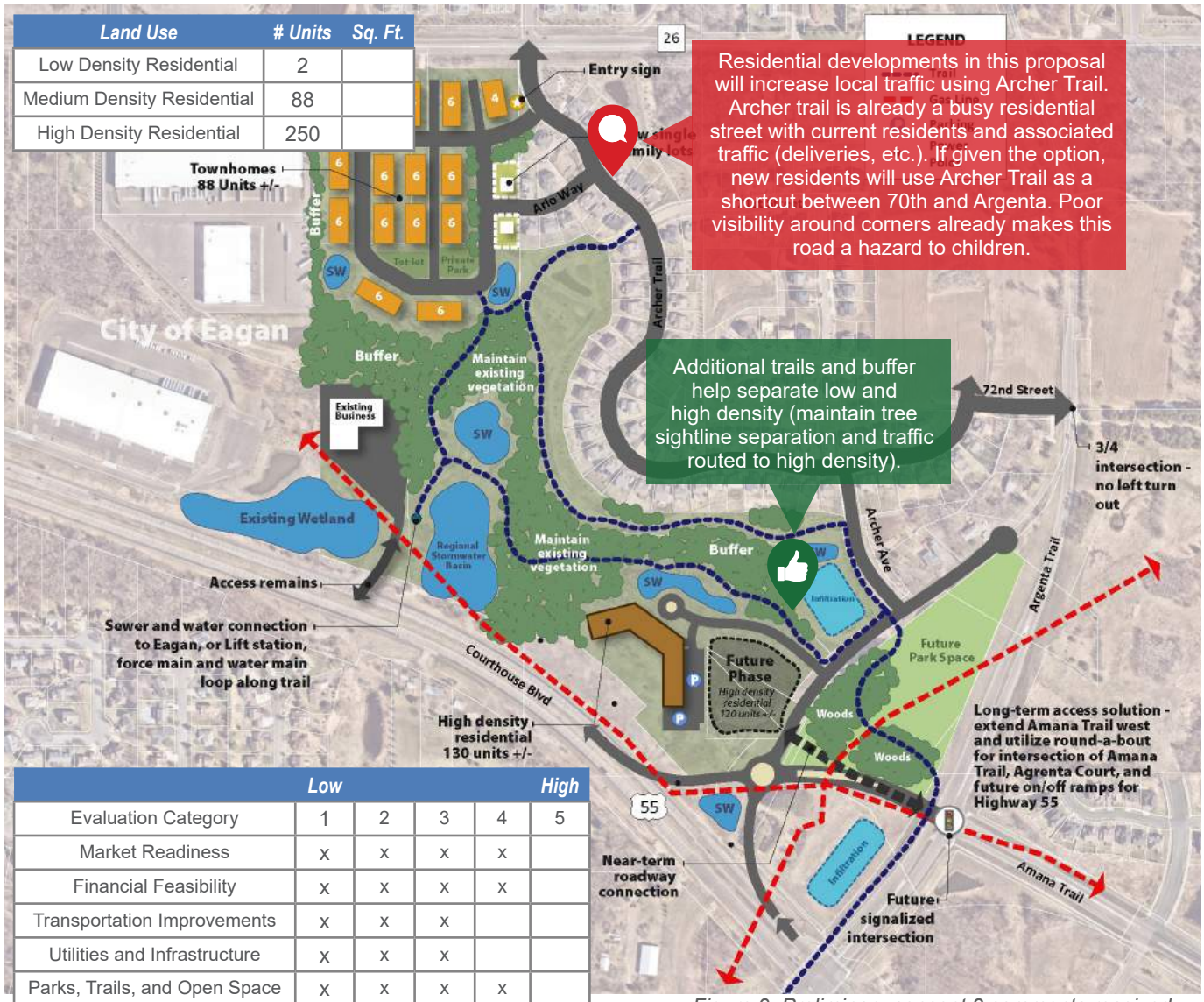


Figure 9. Preliminary concept 2 comments received

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.

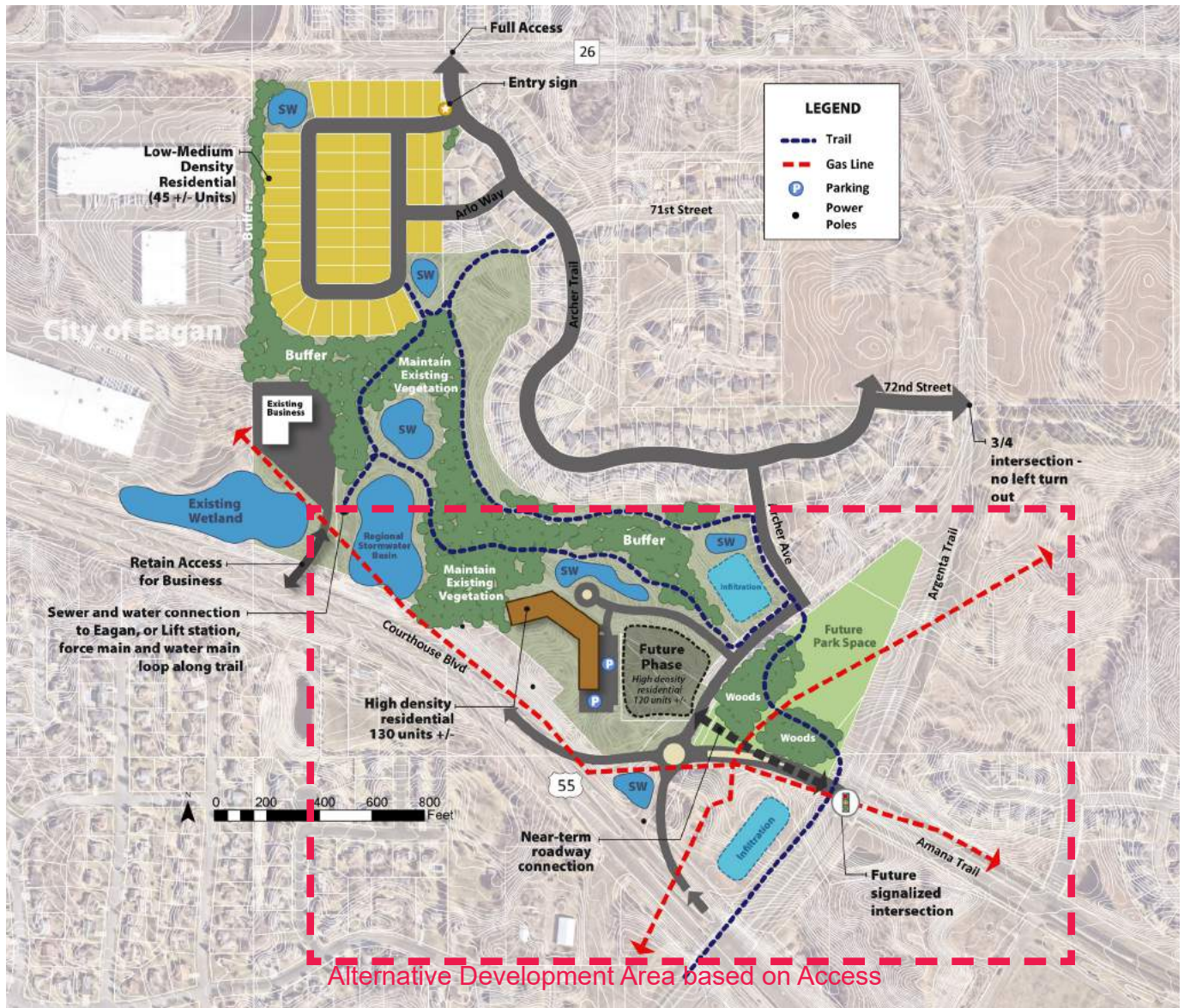
Povolny + Schaaf Parcel

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 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

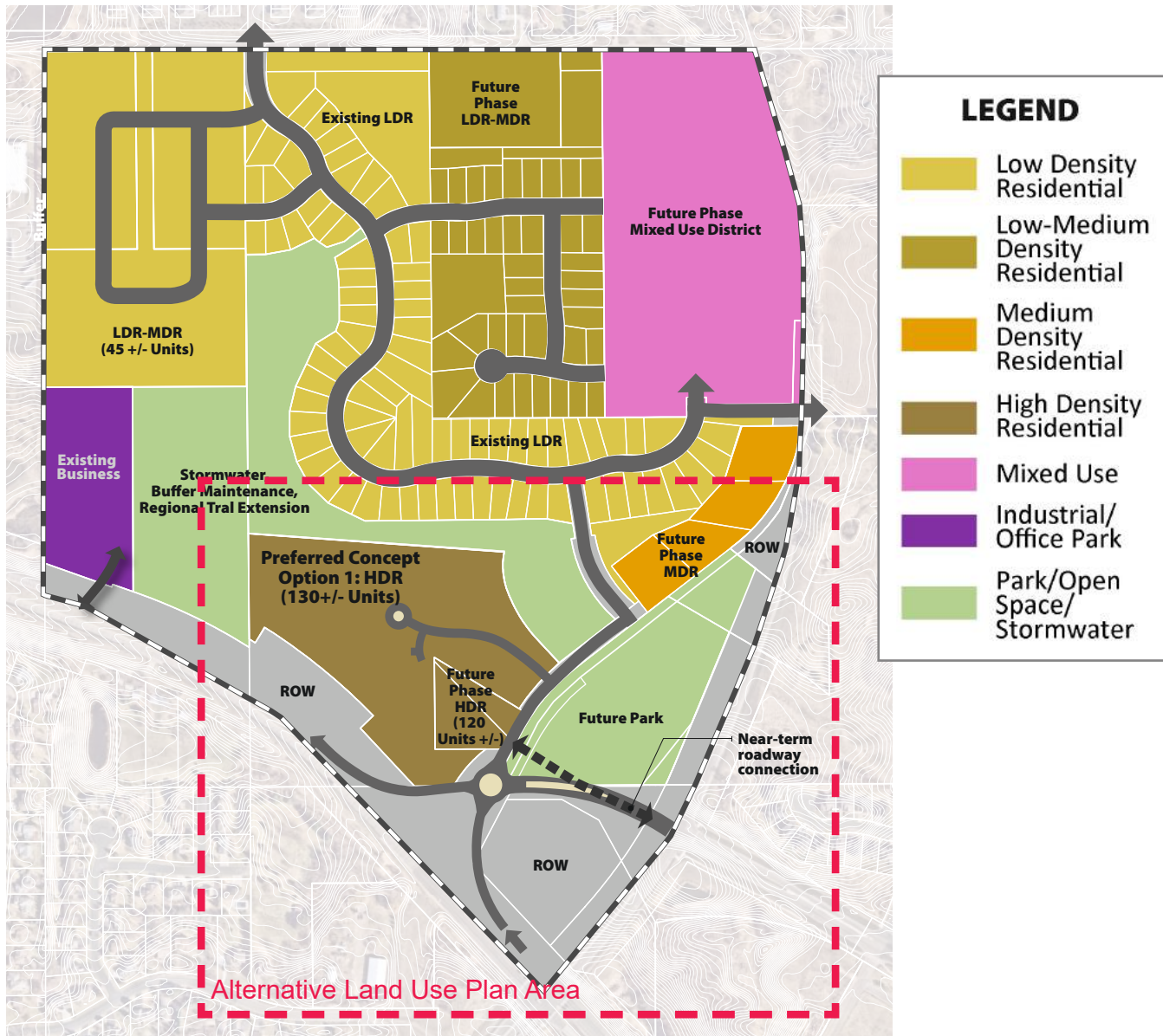


Figure 13. Preferred Land Use Plan



Modern apartment housing with stormwater treatment as a recreational amenity

Alternative Land Use Plan

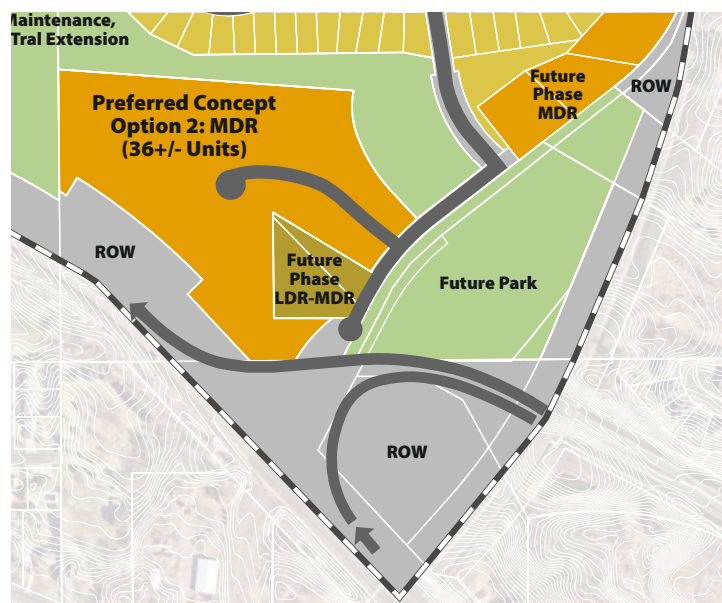


Figure 14. Alternative Land Use Plan



Trail through woodland



Tree line buffers help separate land uses



Boulevard streetscape, sidewalk amenities, and stormwater improvements



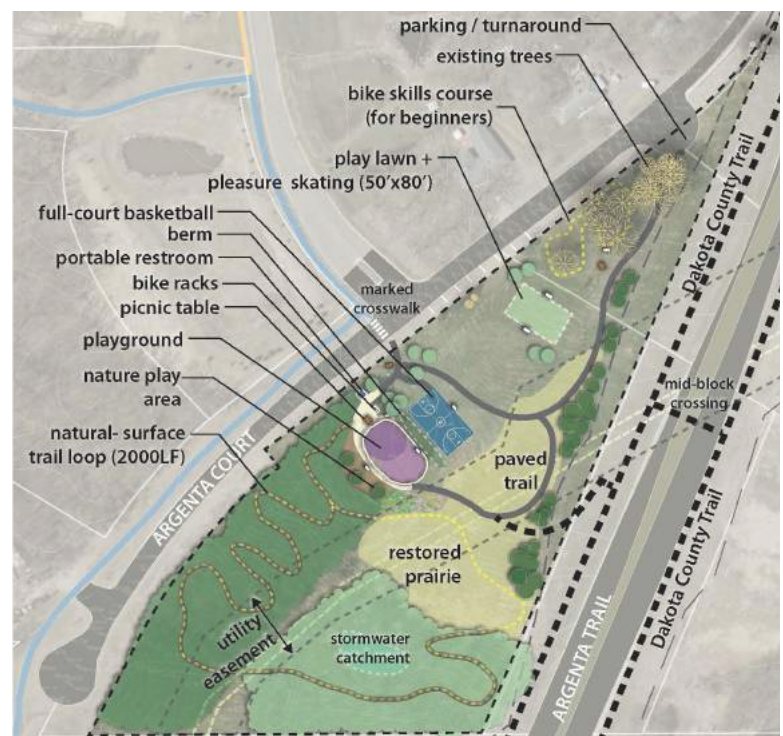
Infiltration basin

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

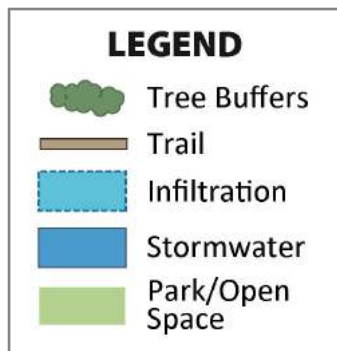


Figure 16. Alternative Concept for Park, Trail and Open Space + Stormwater Plan

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

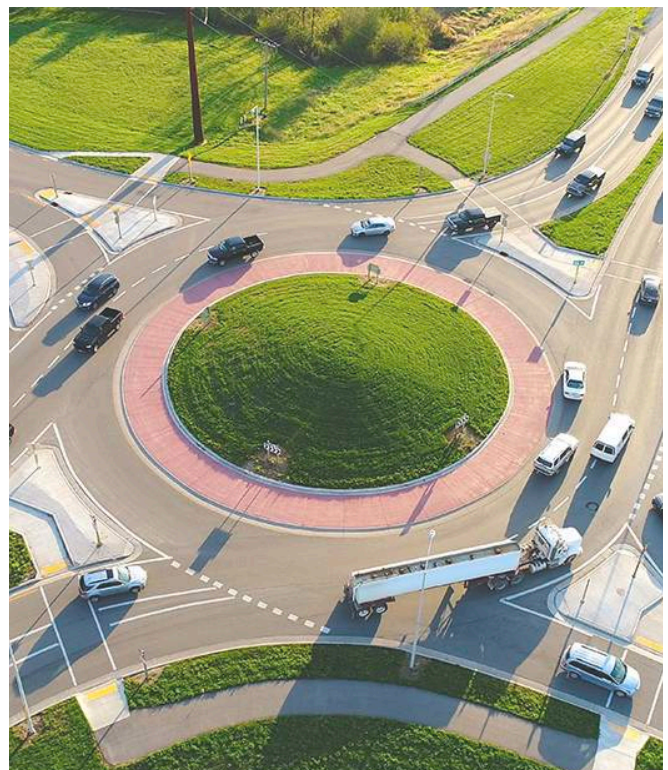
Direct access to the Povolny and Schaaf properties is intended to remain from Highway 55. The Small Area Plan analyzed options for potential roadway connections to Lone Oak Road/ 70th Street. The steep grade and overall grade change (nearly 70 feet) creates a challenge to provide any other access to 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

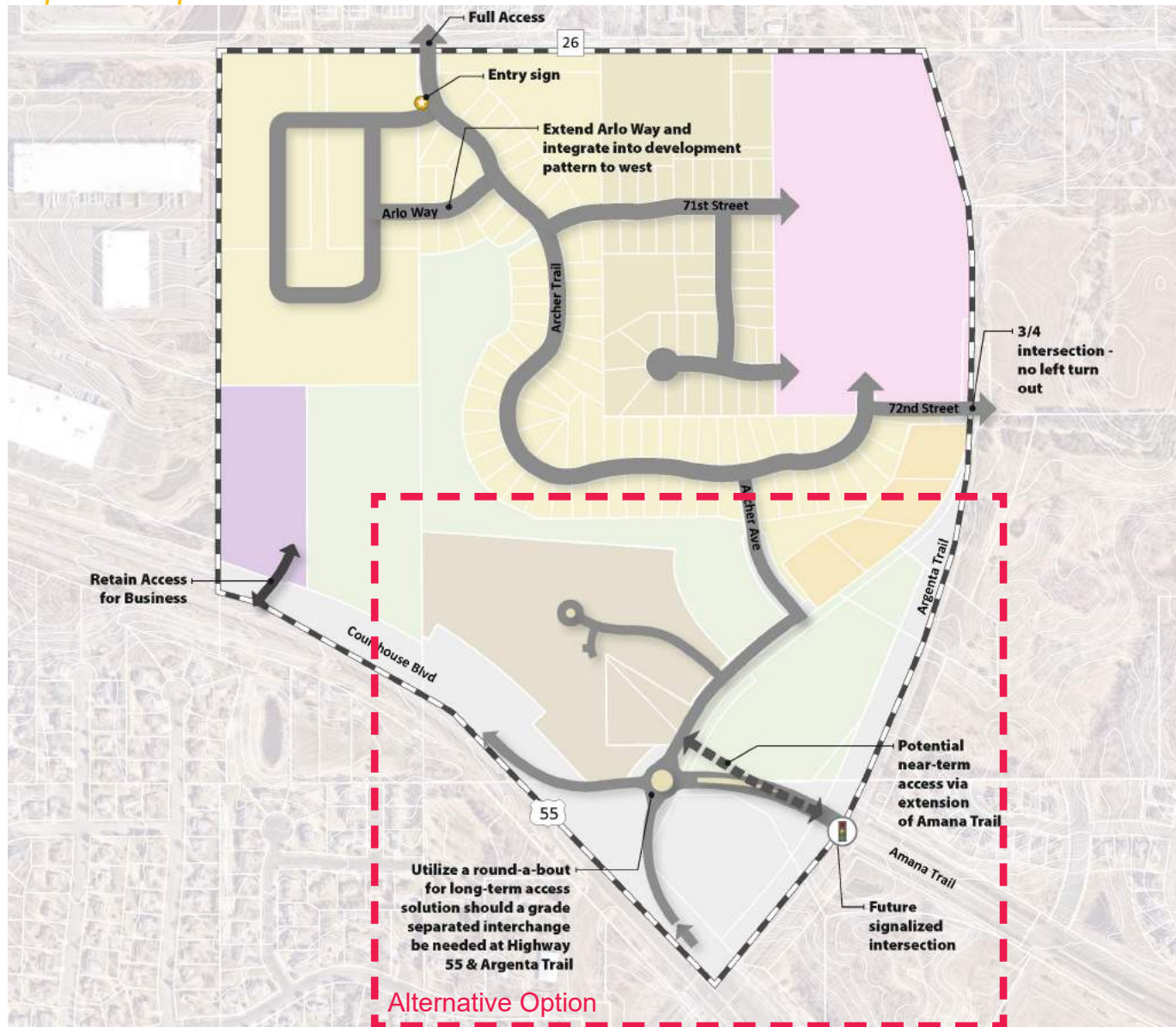


Figure 17. Proposed Transportation Plan

Alternative Transportation Plan

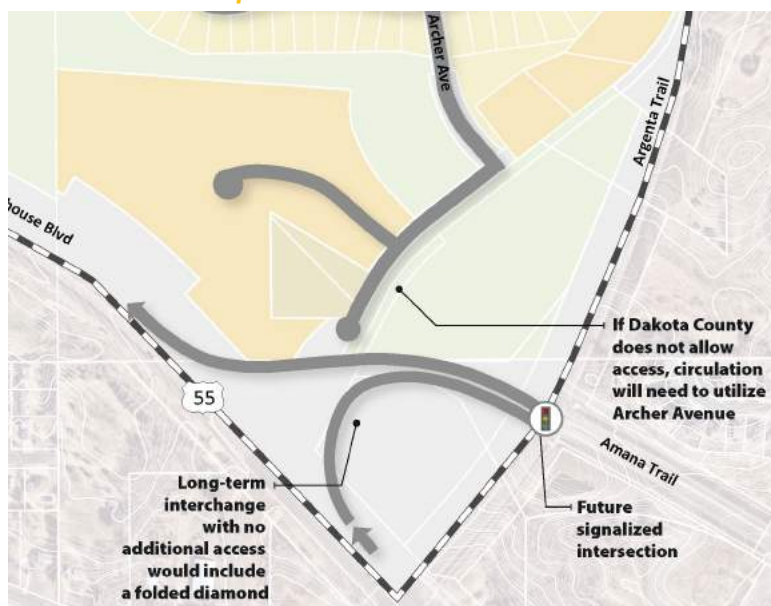


Figure 18. Alternative Transportation Plan

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

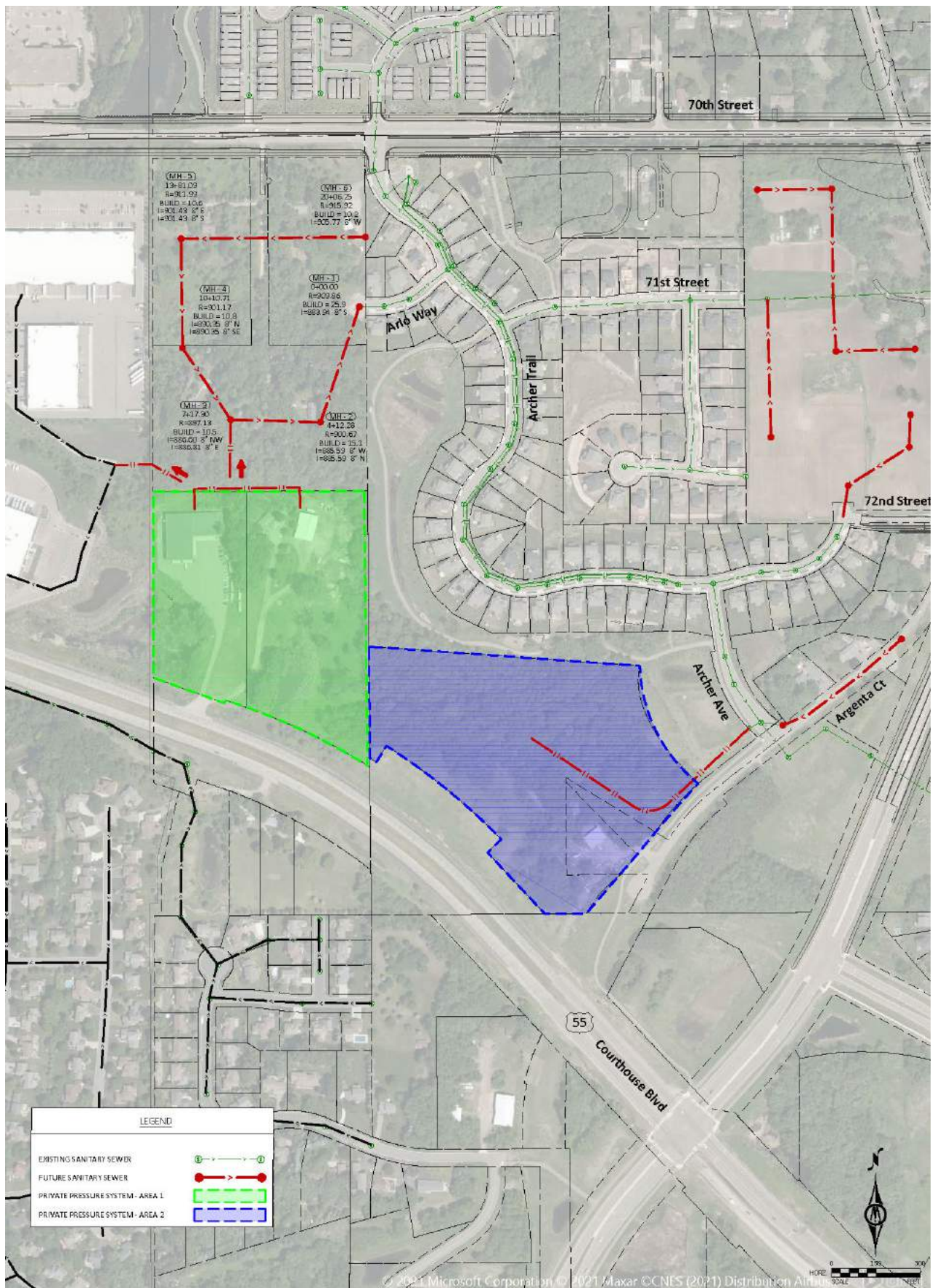


Figure 19. Proposed Sanitary Sewer Plan

Proposed Watermain Plan

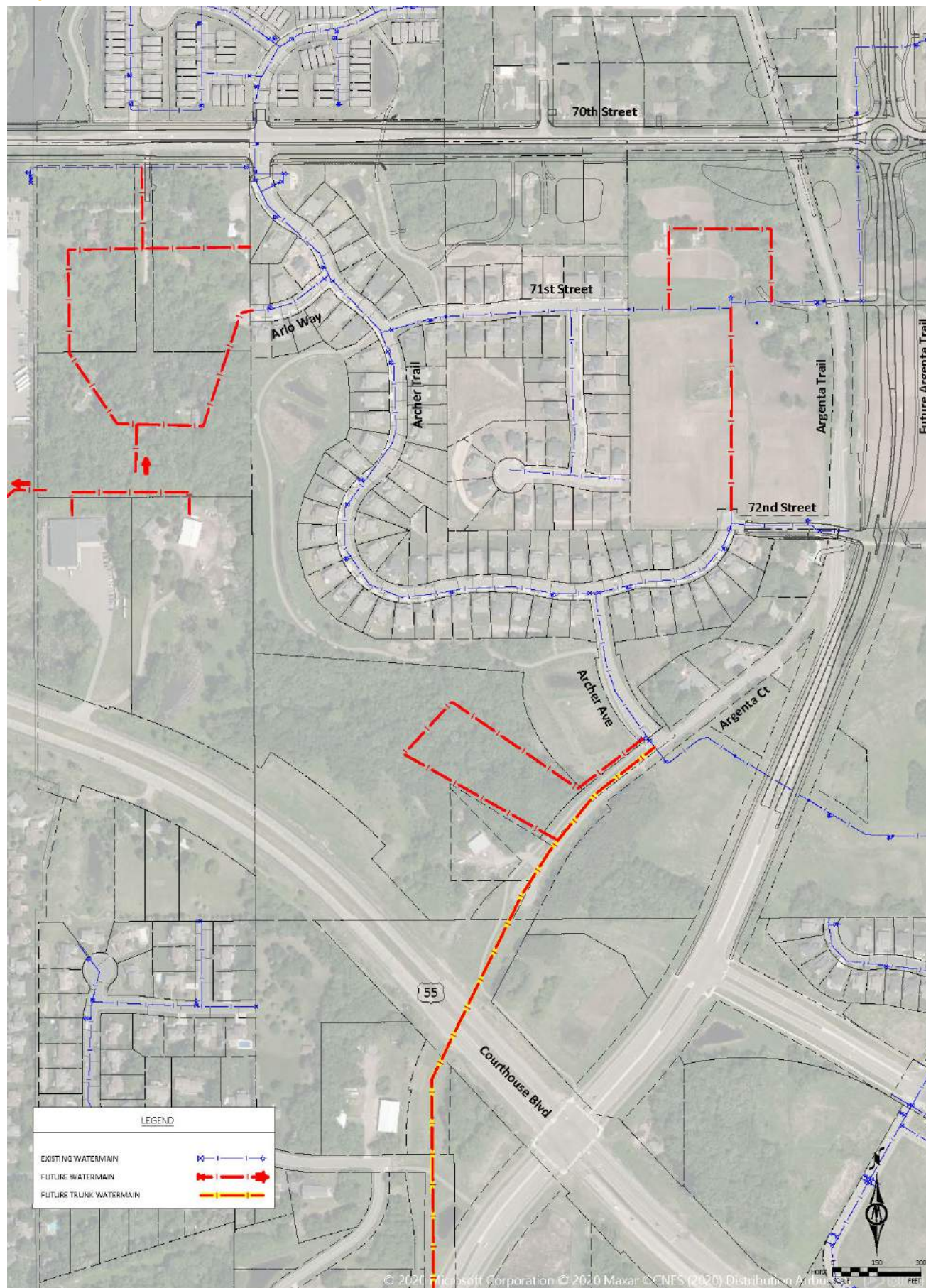


Figure 20. Proposed Watermain Plan



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.



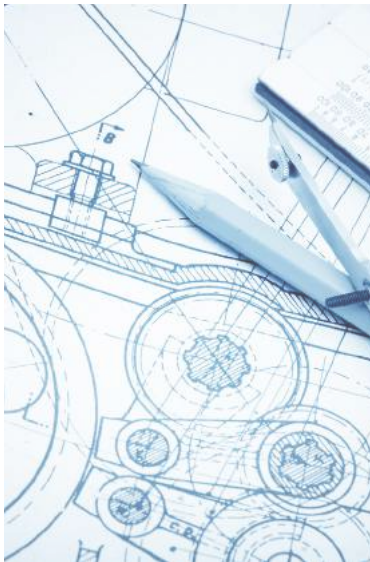
Business and Property Owners

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

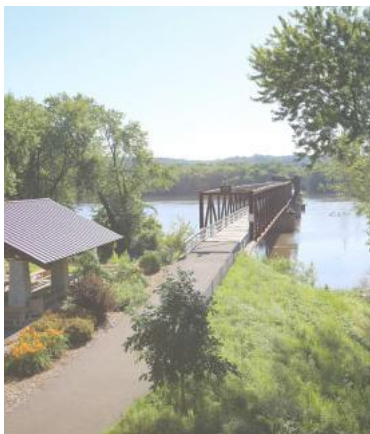
The Community and Economic Development Department will share a lead role in managing implementation for the City with the Engineering Department. The actions to be taken by the Community and Economic Development Department to implement the study include:

- 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





Request for Council Action

TITLE: CONSIDER APPROVAL OF RESOLUTION ADOPTING SMALL AREA PLAN FOR AREA SOUTH OF HWY 55 AND NEAR ARGENTA TRAIL

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Rand, CD Director: 651-450-2546	Budget amendment requested	
Prepared by:	Heather Rand	FTE included in current complement	
Reviewed by:	Kris Wilson, CA	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

Review and consider resolution adopting a small area plan for an area located South of Highway 55, East of the City of Eagan Border and West of Alverno Avenue.

SUMMARY:

In fall of last year, the city hired Hoisington Koegler Group, Inc. (HKGi) to prepare two small area plans (SAPs) near Argenta Trail and Hwy 55. The study area for a SAP just South of HWY 55 and East of the City of Eagan's border was driven development inquiries in that area that staff realized needed guidance for roadway access, utility development feasibility and current or updated market demand information on land use for an area near significant public roadways (Yankee Doodle Road and Hwy 55).

The consultant from HKGi, Bryan Harjes and city staff have presented the findings of the SAP July 221 dated draft titled "Inver Grove Heights South of Highway 55 Small Area Plan", with recommended conceptual land use plan highlights at a July 20, 2021 Planning Commission meeting, a September 13 regular City Council meeting, and an October 19, 2021 City Council workshop.

ANALYSIS

- The small area plan was created based on input from landowners obtained through stakeholder engagement meetings, virtual small group discussion meetings, info provided on the website and meetings with real estate market professionals, Dakota County, MnDOT and City of Eagan.
- Conceptual land use plans were developed and stakeholders input on the concepts was solicited individually and at the Planning Commission meeting of July 20th and September 13, 2021 City Council meeting. The referenced small area plan document is dated July, 2021 and titled "Inver Grove Heights South of Highway 55 Small Area Plan".

RECOMMENDATION:

The Planning Commission has reviewed the draft plan SAP document as presented on July 20 and unanimously recommended City Council adoption. Staff asks Council to formally act upon the plan for purposes of creating a clear record regarding this item.

Attachment: Inver Grove Heights South of Highway 55 Small Area Plan (July 2021 draft)

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

**RESOLUTION ADOPTING SMALL AREA PLAN FOR AREA
SOUTH OF HWY 55 AND NEAR ARGENTA TRAIL**

WHEREAS, the City of Inver Grove Heights city council hired Holsington Koegler Group, Inc. (HKGi) planning group to prepare a small area plan (SAP) for an area South of Highway 55, near Argenta Trail, East of the City of Eagan boarder and West of Alverno Avenue for the purposes of providing guidance on future land use development decisions in that area pertaining to the development of public utilities, roadways and access issues and related land uses; and

WHEREAS, HKGi created a draft SAP with direct input from potentially affected property owners, the city planning and engineering staff, Dakota County transportation staff, City of Eagan planning staff, MNDOT staff, real estate market professionals, and Ehlers, the city's financial consultant; and

WHEREAS, HKGi and city staff presented such draft SAP, dated July 2021, for the area South of Highway 55 to the Planning Commission and they recommended approval of the draft for the purpose of guiding development in the area; and

WHEREAS, HKGI and city staff have presented the draft SAP and related document dated July 2021 titled Inver Grove Heights South of Highway 55 Small Area Plan to the Inver Grove Heights City Council at a September 13, 2021 regular meeting of the Council and at a October 19, 2021 City Council Work Session for additional consideration and discussion as to the merits of such presented SAP.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Inver Grove Heights approve the adoption of the Small Area Plan for an area South of Hwy 55 and near Argenta Trail as represented in the July 2021 dated draft small area plan document presented to the City's Planning Commission and City Council.

Adopted by the City Council of the City of Inver Grove Heights on October 25, 2021.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

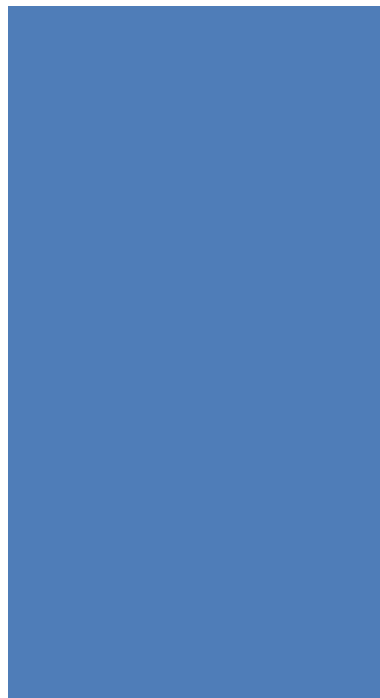
Rebecca Kiernan

Its: City Clerk

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

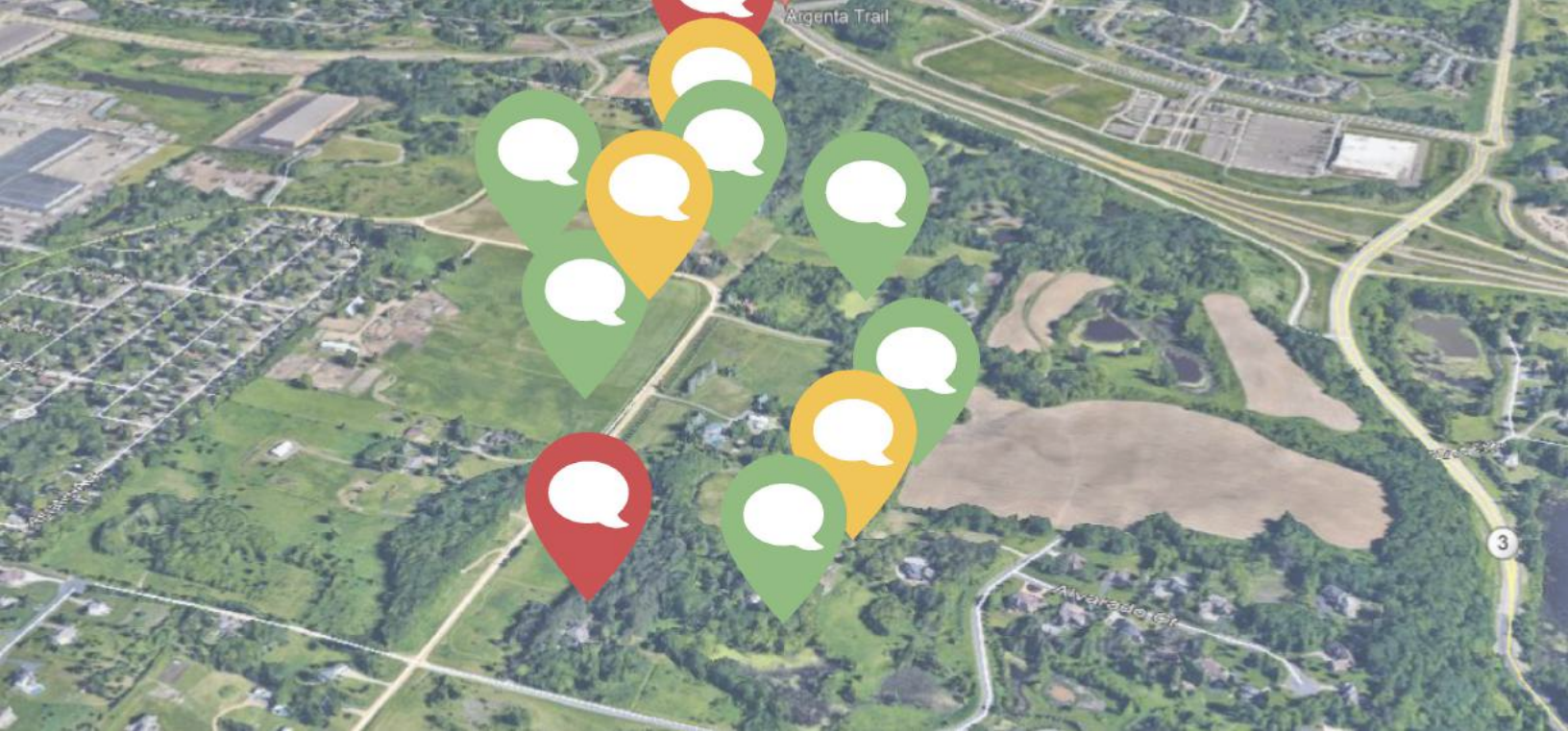
Inver Grove Heights Staff

- 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

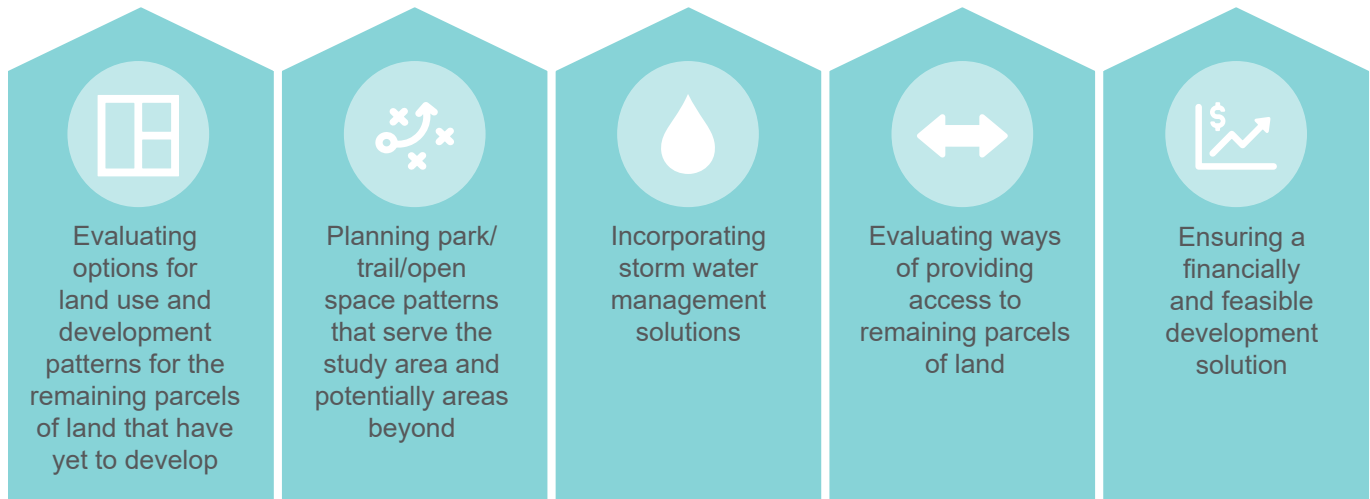
The South of Highway 55 Small Area Planning Study focuses on the portion of the City bound by Yankee Doodle Road on the north, the City of Eagan boarder on the west, Alverno Avenue on the east, and to the southern boundary of the RM Ranch property. Much of the land area is undeveloped, or in larger rural 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.

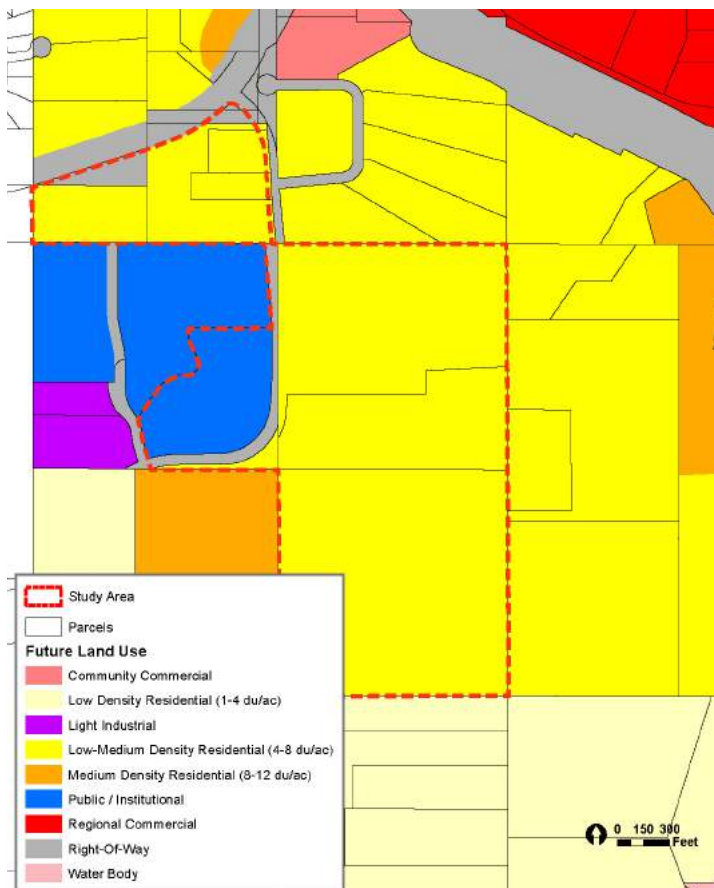


Figure 2. Future land use

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.

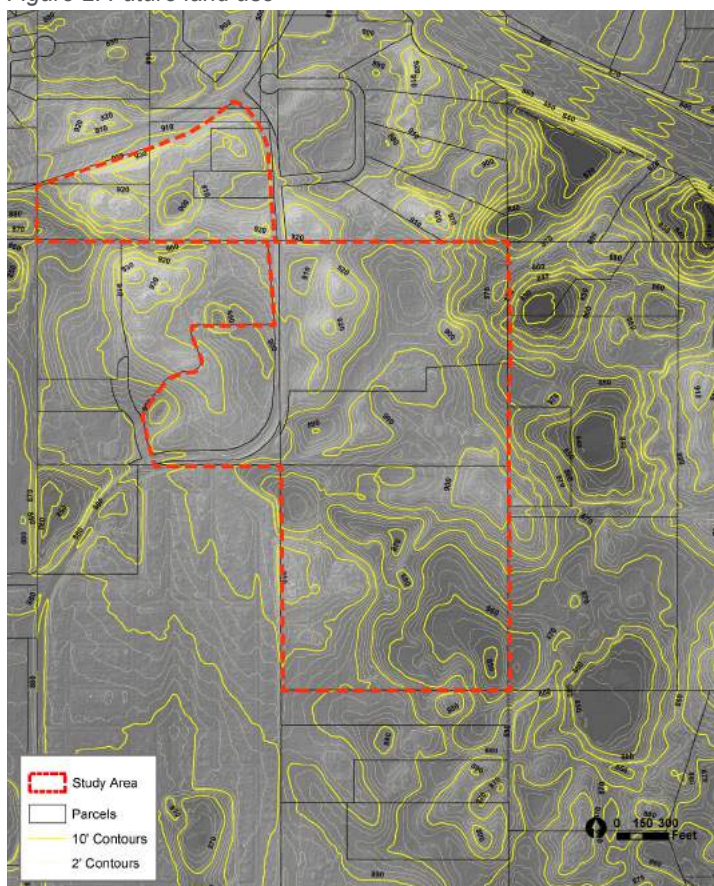


Figure 3. Existing slopes and topography

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.

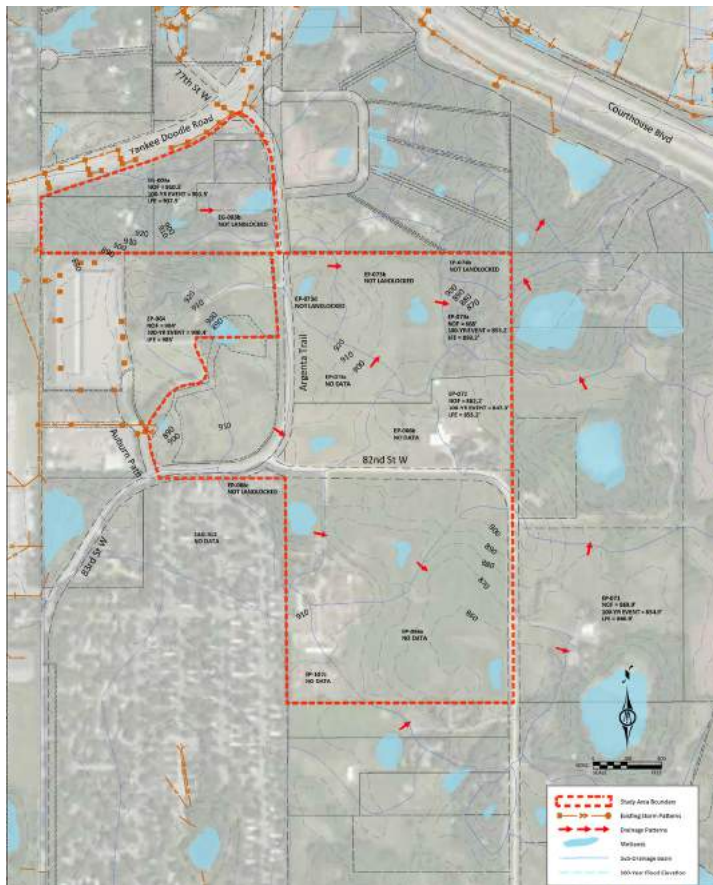


Figure 4. Stormwater plan

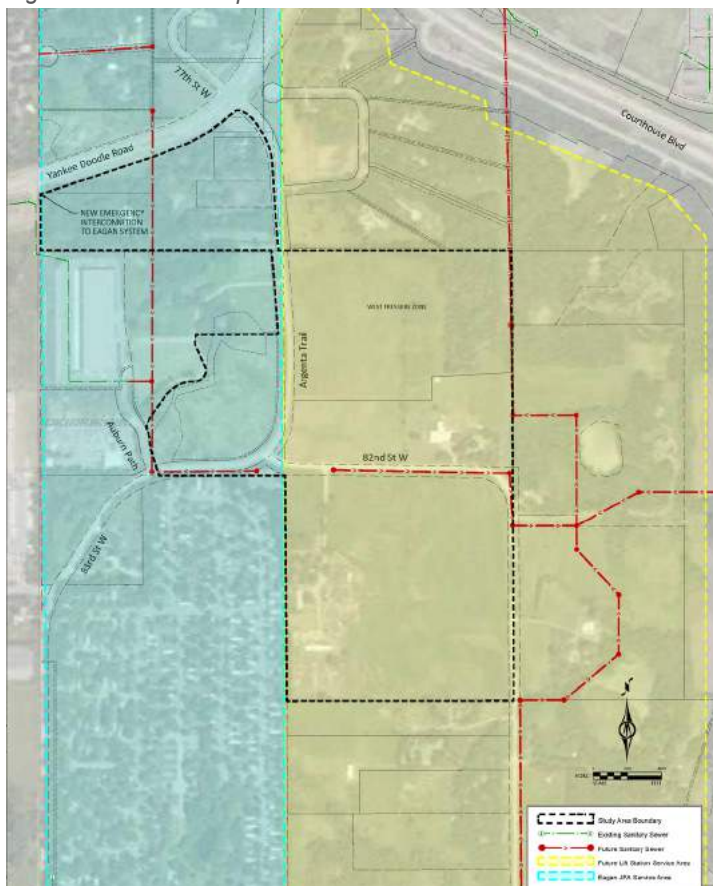


Figure 5. Sanitary sewer

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.

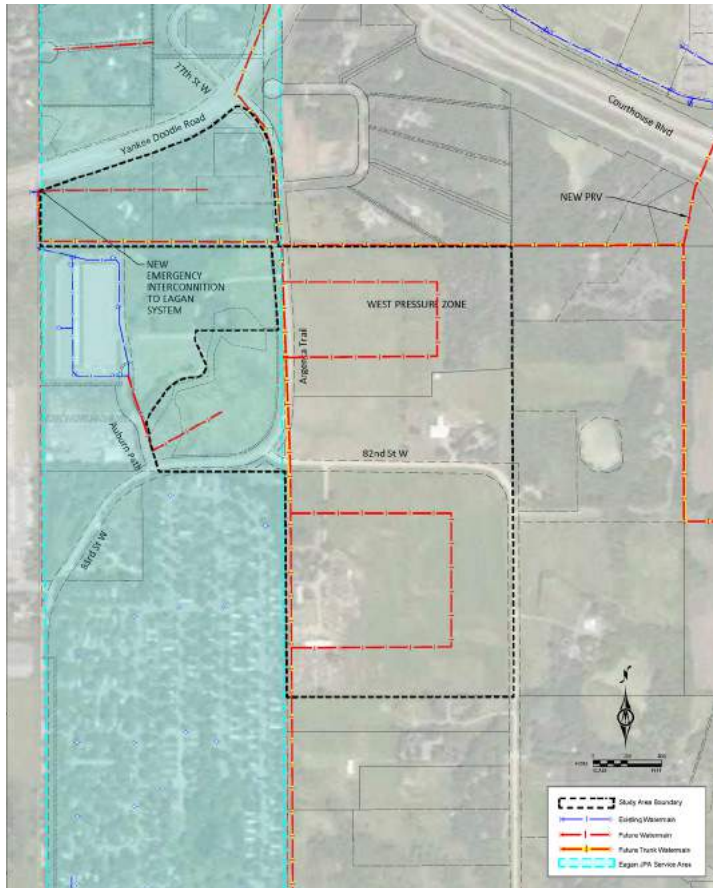


Figure 6. Water main

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

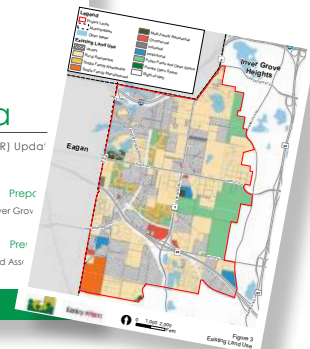


Northwest Expansion Area

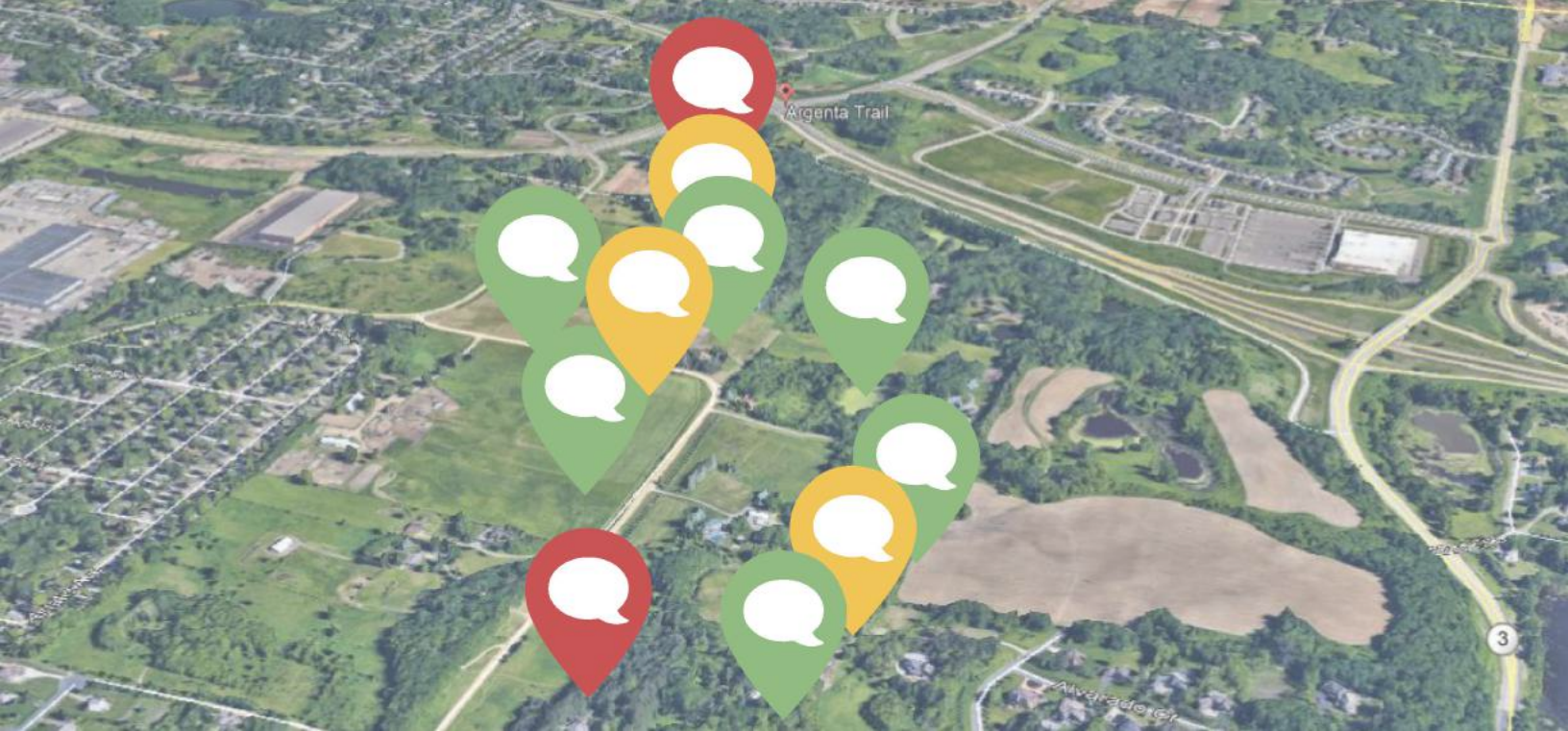
Alternative Urban Areawide Review (AUAR) Update

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.

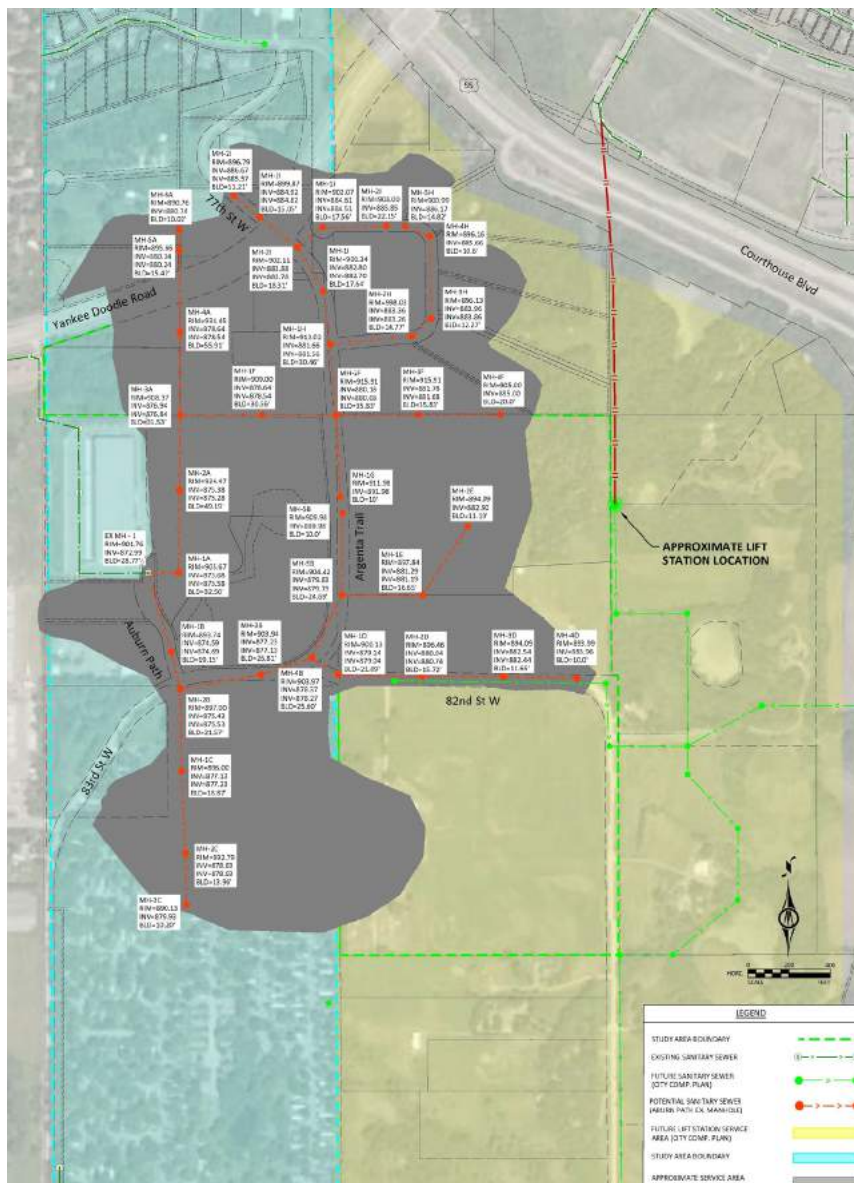


Figure 7. Additional sanitary sewer analysis

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.

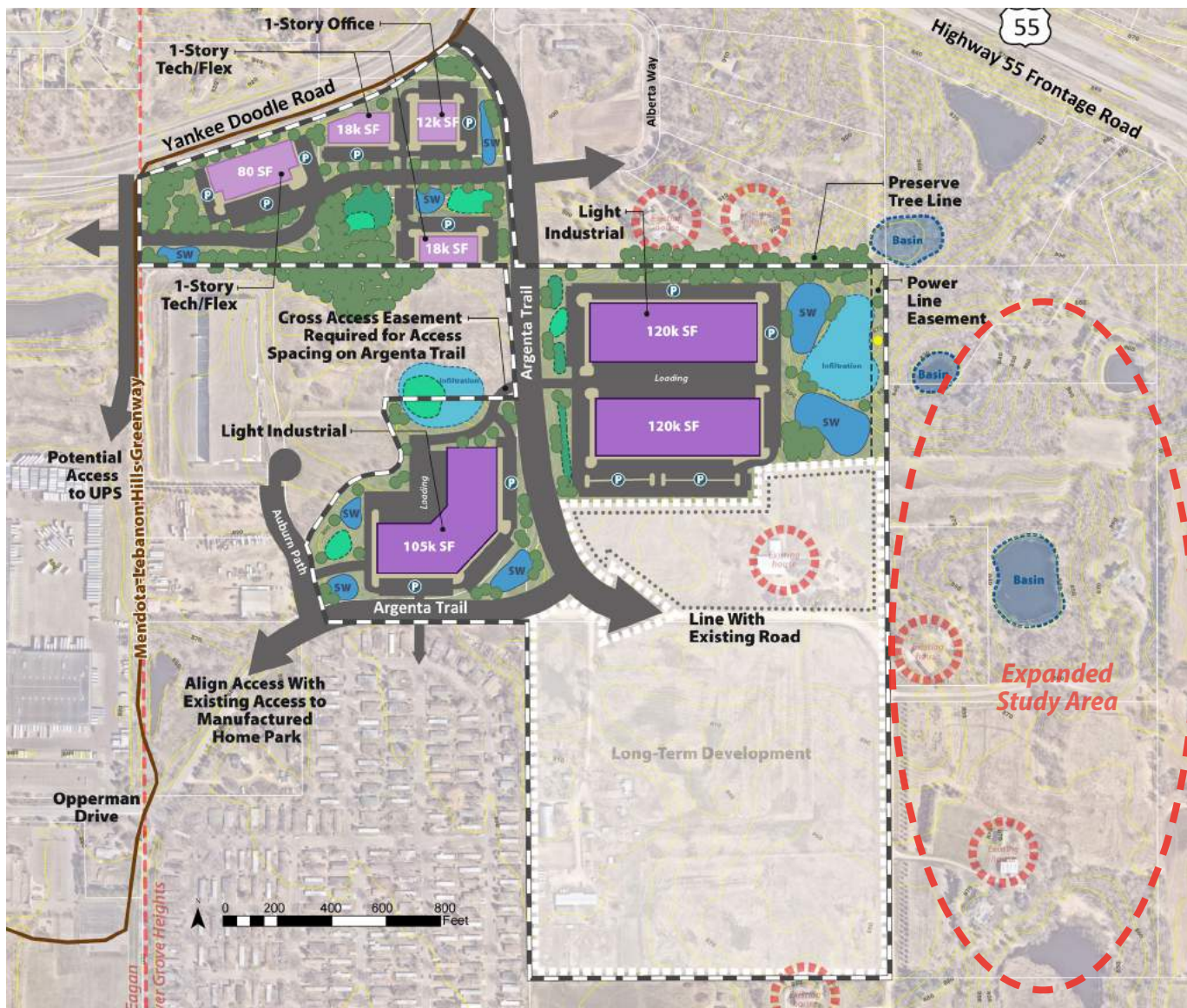


Figure 5. Preferred Concept Short-Term Diagram

Development Summary

Preferred Development Concept

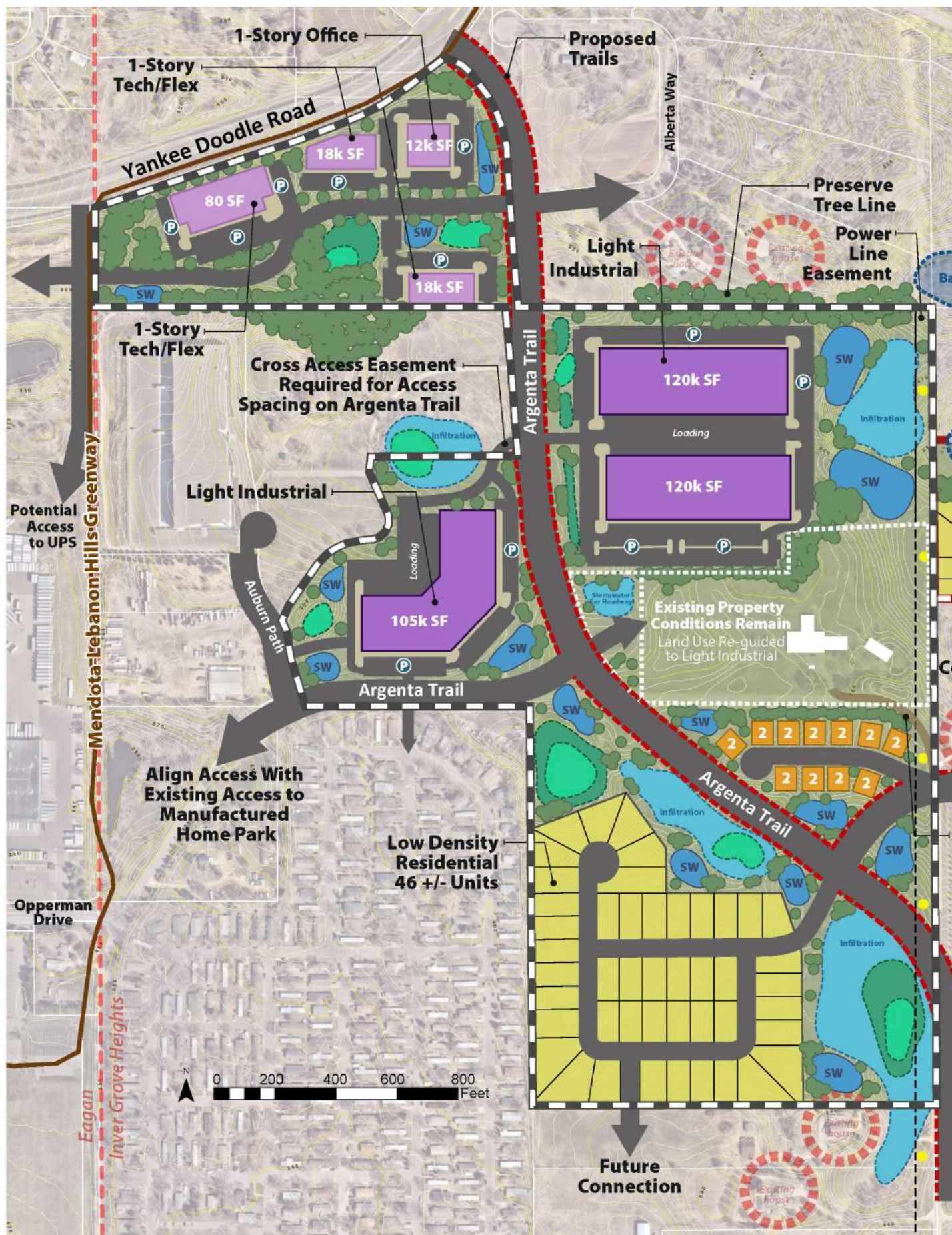
Land Use	# Units	Sq. Ft.
Low Density Residential	46 +/-	
Medium Density Residential	22 +/-	
Office - Tech/Flex		125,000 +/-
Light Industrial		345,000 +/-

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





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.



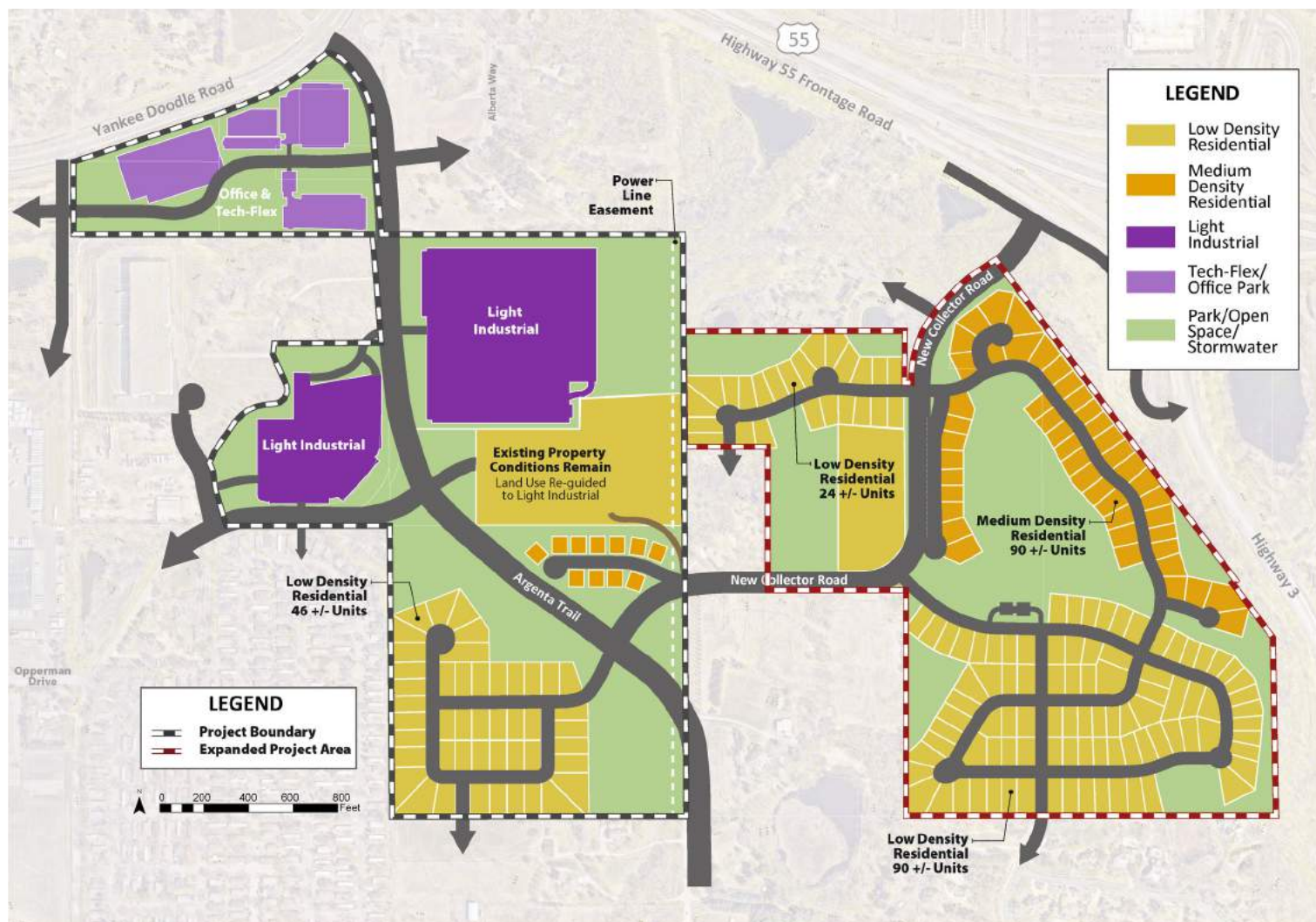


Figure 7. Preferred concept planned land use diagram



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.

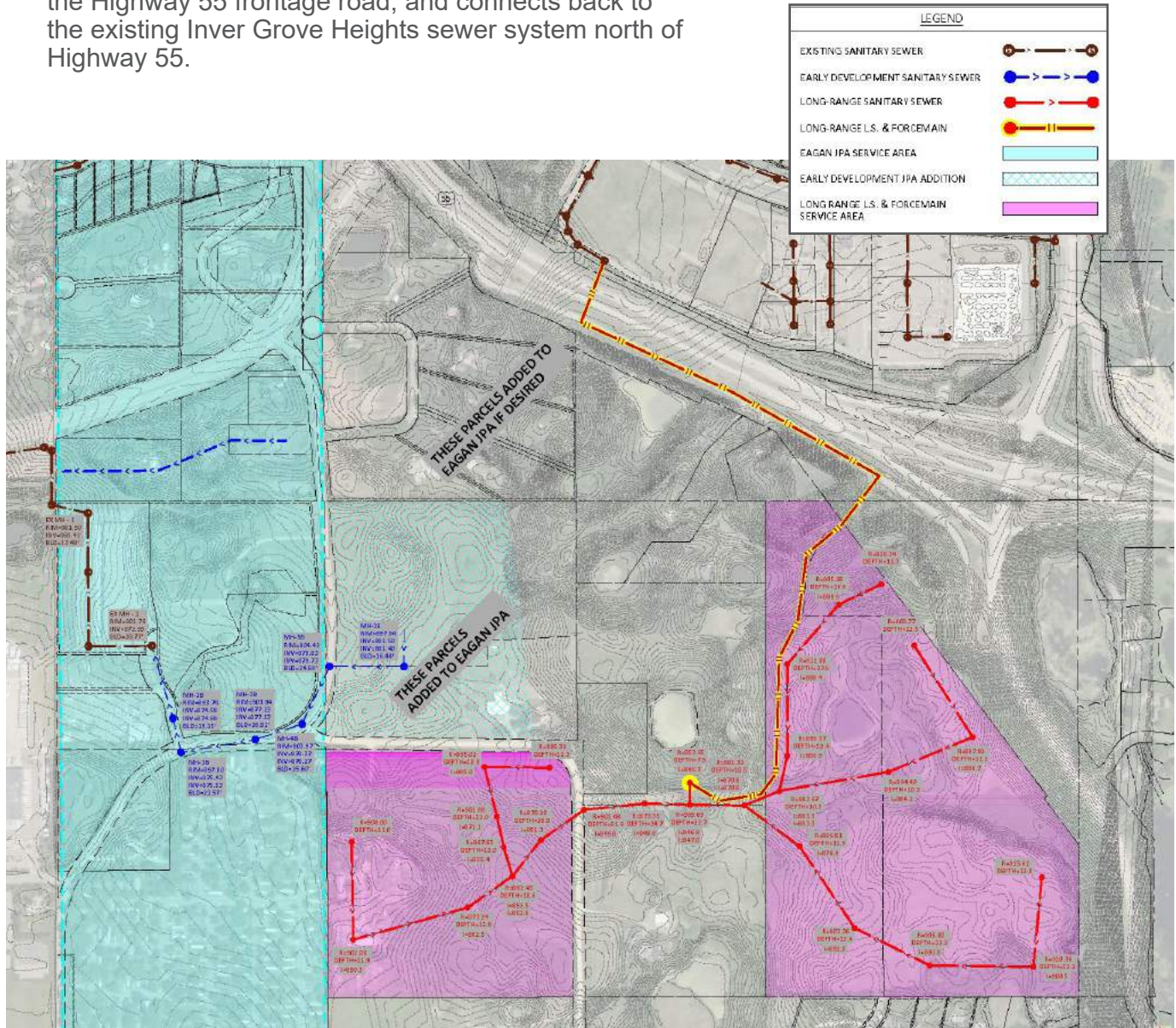


Figure 9. Preferred concept proposed utilities - sanitary sewer

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.

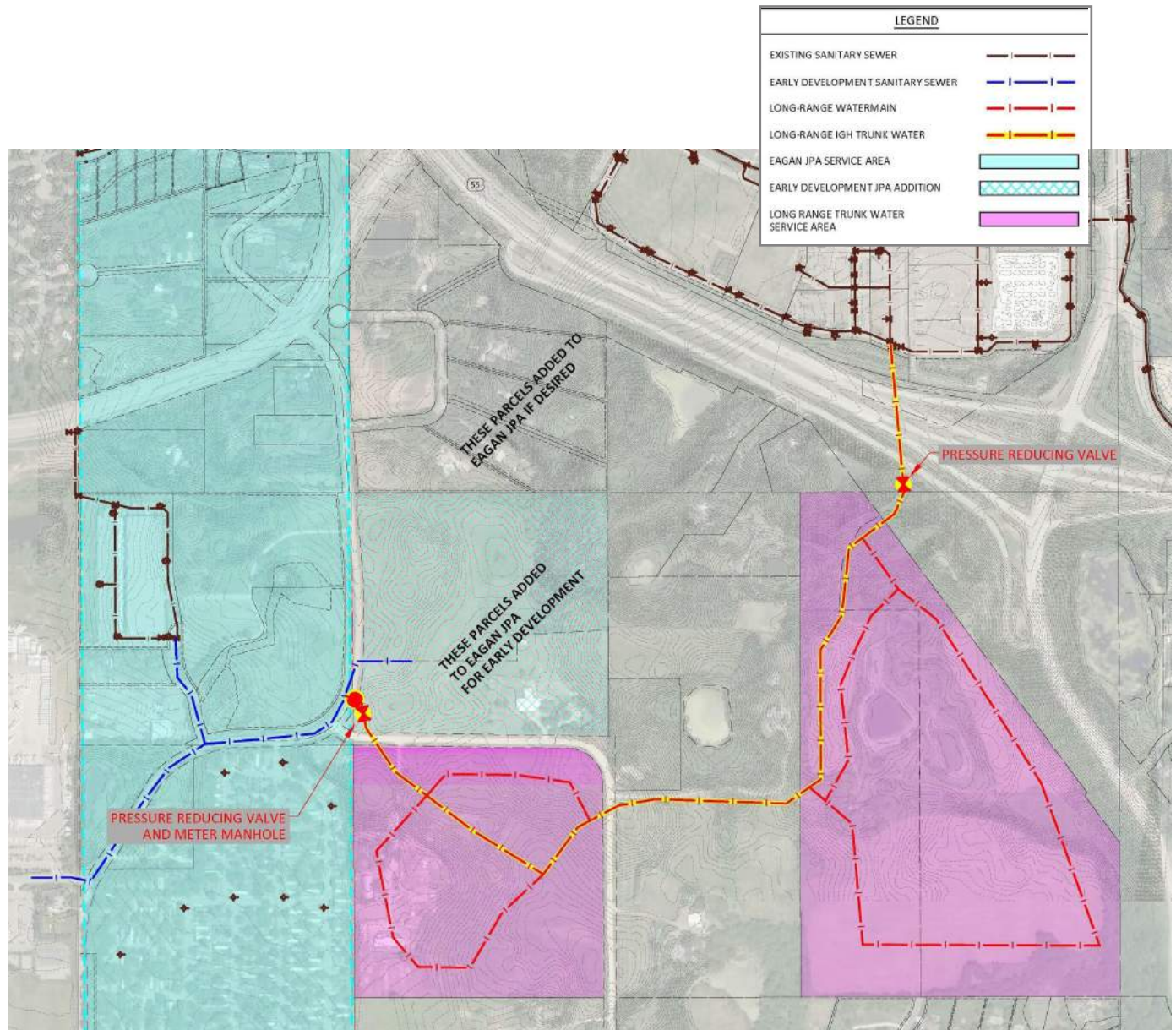


Figure 10. Preferred concept proposed utilities - watermain





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.

.....



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.

.....

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.



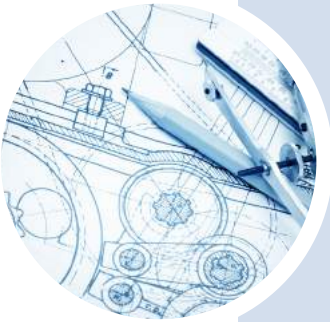
City of Inver Grove Heights

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

TITLE: Consider Approval of Park Dedication Requirements for Peltier Reserve Development; Revised Development Contract for Peltier Reserve; and Encroachment Agreements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Allan Hunting	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:	Bridget Nason, City Attorney	New FTE requested - N/A	
		Other	x

PURPOSE/ACTION REQUESTED:

1. PARK DEDICATION FEES.

The Council approved the Final Plat and Development Contract for the Peltier Reserve development at its August 9, 2021 Council Meeting. Subsequently, the Developer has determined it will proceed with development of the plat in four phases: Phase 1A, Phase 1B, Phase 2, and Phase 3. Based on this, the Development Contract has been revised to reflect a phased approach to development within the Peltier Reserve Plat.

Pursuant to the provisions of Resolution No. 2021-215 approving the final plat of the Peltier Reserve development, the Council is required, by separate action, to determine the final requirements for land dedication and cash in lieu of land dedication to satisfy the park dedication requirements for the plat. Park dedication requirements for the Plat for consideration by the Council are calculated as follows:

Park Dedication Breakdown:

- Approx. 6.5% of park dedication requirements for entire plat, excluding the apartment site, being met by conveyance to City of Outlot L (to be replated) for a public park
- Approx. 93.5% of the park dedication requirements for the entire plat, excluding the apartment site, will be met by cash in lieu of land dedication
- 100% of the park dedication requirements for the apartment site will be met by cash in lieu of land

Park Dedication Calculations:

- 1.31 acres of land for park (partial credit given against park dedication fees for site due to easement, site suitability)
- \$ 435,000.70 cash (for remainder of plat, not including the apartment site)
- \$ 886,900 cash (anticipated, based on 181 unit apartment building)

2. Revised Development Contract

The Development Contract has been revised to reflect the proposed phasing of the Development. Other important details related to the revised Development Contract include the following:

- Replatted Outlot L shall be minimally graded in accordance with the approved grading plan on file with the City, any remaining bituminous or other unsuitable materials will be removed from the site, and retaining walls will be constructed on the site in accordance with the approved plans for the Site, all at Developer's expense.
- Developer shall convey replatted Outlot L to the City, and provide access to the public by way of the improved portions of Agate Trail and Alvina Avenue located adjacent to Outlot L on or before October 1, 2022.
- Park dedication fees shall be paid prior to Developer obtaining a building permit for any of the lots in each of the development phases; fees shall be at the then-current park dedication rates

3. Encroachment Agreements.

The Developer seeks to install certain association-owned improvements, including monument signage and plantings, within the City drainage and utility easement areas located on several outlots within the Peltier Reserve Development.

SUMMARY:

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

1. Resolution Approving Park Dedication Fees for Peltier Reserve Development
2. Resolution Approving Execution of Revised Development Contract for Peltier Reserve
3. Resolution Approving Encroachment Agreements

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

RESOLUTION NO. _____

**RESOLUTION APPROVING PARK DEDICATION REQUIREMENTS FOR THE
PELTIER RESERVE DEVELOPMENT**

WHEREAS, on August 9, 2021, the City Council approved the Final Plat, Final PUD Development Plan, Development Contract, and related agreements for the plat of Peltier Reserve; and

WHEREAS, pursuant to the terms of Resolution No. 2021-215, the City Council is required to determine the final park dedication requirements for the Plat by separate action, and the Development Contract is to be revised to reflect those park dedication requirements; and

WHEREAS, the park dedication requirements for the Peltier Reserve development are proposed to be met by a combination of land dedication and cash in lieu of land, pursuant to the provisions of Title 11, Chapter 4 of the City Code; and

WHEREAS, the City Council finds that the park dedication requirements for the Peltier Reserve Development are best met by a combination of land dedication the form of conveyance of Outlot L by warranty deed to the City, which shall be replatted into a Lot, graded, improved with retaining walls, as further detailed in the Development Contract development of the property pursuant to the proposed phasing plan and revised Development Contract is acceptable to the Council.

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

1. The City Council hereby approves the satisfaction of the park dedication requirements for the Peltier Reserve Development by a combination of land dedication and cash contribution.
2. The City Council hereby approves acceptance of conveyance of replatted Outlot L as partial satisfaction of the park dedication requirements for the Peltier Reserve Development as detailed on **Exhibit A**.

3. The City Council directs that the remainder of the park dedication requirements shall be met by cash in lieu of land as detailed in the attached **Exhibit A**, and provides that park dedication fees shall be paid prior to issuance of building permits for lots in each of the four development phases. Notwithstanding the rates shown in the attached **Exhibit A**, such park dedication fees shall be paid at the then-current rates when paid by Developer, which may be different than the current rates as shown on **Exhibit A**. The park dedication fees for the Phase 3 apartment building shall be paid prior to issuance of a building permit for the apartment building.

Passed this 25th day of October, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

EXHIBIT A

PARK DEDICATION REQUIREMENTS FOR PELTIER RESERVE DEVELOPMENT

The park contribution and dedication requirements for the entire PLAT shall be met by a combination of land dedication and cash contribution as detailed herein. Park dedication fees for the entire PLAT (except for Lot 1, Block 13, Peltier Reserve) shall be made by conveyance of the 1.31 acre replatted Outlot L to the City, which shall satisfy 6.5% of the DEVELOPER'S required park dedication for the entire PLAT (except for Lot 1, Block 13, Peltier Reserve) along with cash contribution for the remaining 93.5% of the park dedication requirement. Details of this breakdown are as follows:

PARK DEDICATION REQUIREMENTS	
• Land Dedication. Outlot L on the plat of Peltier Reserve, containing 1.31 acres, shall be replatted into a lot and conveyed to the City as required by the Development Contract for the Plat of Peltier Reserve. Developer shall be given partial credit against its park dedication requirement for the plat of Peltier Reserve for Outlot L, based on the unencumbered and otherwise developable portion of the Outlot (0.43 acres).	\$30,549.30 (value attributed to replatted Outlot L)
• Cash for remaining development sites, excluding the Phase 3 Apartment Building lot. 1. 23 residential units zoned R-1C x the current park dedication fee for each lot/residential unit at time of payment, currently \$2,850 2. 100 residential units zoned R-3B x the current park dedication fee for each lot/residential unit, currently \$4,000	\$435,000.70 (Total cash amount of \$465,550 less \$30,549.30 for value of land dedication)
• Cash for Phase 3 Apartment Building Site 1. 181 residential units zoned R-3C x the current park dedication fee for each residential unit, currently \$4,900	\$886,900.00

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

RESOLUTION NO. _____

**RESOLUTION APPROVING REVISED DEVELOPMENT CONTRACT FOR PELTIER
RESERVE DEVELOPMENT**

WHEREAS, on August 9, 2021, the City Council approved the Final Plat, Final PUD Development Plan, Development Contract, and related agreements for the plat of Peltier Reserve; and

WHEREAS, Developer proposes to complete the development in four phases, which requires that the previously-approved Development Contract be revised to reflect the proposed phasing development plan and related revisions, along with other necessary revisions; and

WHEREAS, the City Council finds that development of the property pursuant to the proposed phasing plan and revised Development Contract is acceptable to the Council.

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

1. The City Council hereby approves the attached revised Development Contract for Plat of Peltier Preserve and authorizes execution by the Mayor and City Clerk of the same, subject to any minor modifications as required by the City Attorney.

Passed this 25th day of October, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
PELTIER RESERVE

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**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF PELTIER RESERVE**

THIS DEVELOPMENT CONTRACT is made and entered into on the 1st day of October, 2021, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has applied to the CITY for approval of the PLAT;

WHEREAS, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS associated with the PLAT;

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, utilities (sewer and water), storm sewer pipes, storm water facilities, pedestrian trails and sidewalks; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "OWNER" means Builders Lot Group, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 DEVELOPER. "DEVELOPER" means Builders Lot Group, LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Peltier Reserve, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

1.12 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

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

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibits C-1 and C-2 and C-3 and C-4.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibits C-1, C-2, C-3 and C-4 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.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

1.19 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.

1.20 DEVELOPER WARRANTIES. "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

A. AUTHORITY. DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. NO DEFAULT. DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. PRESENT COMPLIANCE WITH LAWS. DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

D. CONTINUING COMPLIANCE WITH LAWS. DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. NO LITIGATION. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. FULL DISCLOSURE. None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

G. PLAT COMPLIANCE. To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL. The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for street, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. OBTAINING PERMITS. The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

J. FEE TITLE. OWNER owns fee title to the property within the PLAT.

1.21 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.

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

If to CITY:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to DEVELOPER and OWNER:	Builders Lot Group, LLC 9531 West 78 th Street, Suite 135 Eden Prairie, MN 55344

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.

1.23 PHASE 1A IMPROVEMENTS. "PHASE 1A IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 1A, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-1 and F-1. PHASE 1A IMPROVEMENTS includes, but is not limited to, sanitary sewer, water main and storm sewer utilities to serve the PHASE 1A LOTS, street construction, grading, drainage and erosion control measures for PHASE 1A LOTS, the stormwater facilities for the PHASE 1A LOTS and the retaining walls associated with PHASE 1A.

1.24 PHASE 1B IMPROVEMENTS. "PHASE 1B IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 1B, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-2 and F-2. PHASE 1B IMPROVEMENTS includes, but is not limited to, sanitary sewer, water main and storm sewer utilities to serve the PHASE 1B LOTS, street construction, grading, drainage and erosion control measures for PHASE 1B LOTS, the stormwater facilities for the PHASE 1B LOTS and the retaining walls associated with PHASE 1B and the local cost to access Argenta Trail.

1.25 PHASE 2 IMPROVEMENTS. "PHASE 2 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 2, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-3 and F-3. PHASE 2 IMPROVEMENTS includes, but is not limited to, sanitary sewer, water main and storm sewer utilities to serve the PHASE 2 LOTS, street construction, grading, drainage and erosion control measures for PHASE 2 LOTS, the stormwater facilities for the PHASE 2 LOTS and the retaining walls associated with PHASE 2.

1.26 PHASE 3 IMPROVEMENTS. “PHASE 3 IMPROVEMENTS” means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 3, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-4 and F-4. PHASE 3 IMPROVEMENTS includes, but is not limited to, sanitary sewer, water main and storm sewer utilities to serve the PHASE 3 LOTS, street construction, grading, drainage and erosion control measures for PHASE 3 LOTS, the stormwater facilities for the PHASE 3 LOTS and the retaining walls associated with PHASE 3 and the local cost to access 70th Street.

1.27 PHASE 1A LOTS. “PHASE 1A LOTS” means the following lots:

- Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota;
- Outlots A, B and E, Peltier Reserve, Dakota County, Minnesota

1.28 PHASE 1B LOTS. “PHASE 1B LOTS” means the following lots:

- Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota;
- Outlots C and D, Peltier Reserve, Dakota County, Minnesota

1.29 PHASE 2 LOTS. “PHASE 2 LOTS” means the following lots:

- Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota;
- Lot 1, Block 8, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota;
- Outlots F, G, H and I, Peltier Reserve, Dakota County, Minnesota

1.30 PHASE 3 LOTS. “PHASE 3 LOTS” means the following lots:

- Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota;
- Lots 1 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota;
- Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota;
- Outlots J, K and L, Peltier Reserve, Dakota County, Minnesota

1.31 PHASING PLAN. “PHASING PLAN” means the plan attached hereto as **Exhibit H** which shows PHASE 1A, PHASE 1B, PHASE 2 and PHASE 3.

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 Exhibits C-1, C-2, C-3 and C-4, except for delays due to FORCE MAJEURE and, otherwise, as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall

construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibits C-1, C-2, C-3 and C-4, the CITY may declare the DEVELOPER in default pursuant to Article 13.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 14 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future landowners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER (See Exhibit E, Section 31).

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 13. The DEVELOPER shall be financially responsible for payment for this extra

work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

6.1 PERMITS. The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES, and the PRIOR EASEMENT HOLDERS. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the DEVELOPER. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the OTHER REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1 MISCELLANEOUS REQUIREMENTS. Any additional requirements to approval of the PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein, as set forth in Exhibit E.

ARTICLE 8 **DEVELOPER PUBLIC IMPROVEMENTS**

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD, which approval shall not be unreasonably withheld, delayed or conditioned.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14, 15, 16 and 17 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 of this DEVELOPMENT CONTRACT and except as provided in the following agreements between the DEVELOPER and CITY relating to the PLAT:

- Stormwater Facilities Maintenance Agreement for Plat of Peltier Reserve
- Retaining Wall Maintenance Agreement relating to Lots 2 through 5, Block 6, Peltier Reserve
- Retaining Wall Maintenance Agreement relating to Lot 1, Block 8, Peltier Reserve
- Retaining Wall Maintenance Agreement relating to Outlots G and L, Peltier Reserve
- Restrictive Use Easement Agreement for Plat of Peltier Reserve
- Residential Street Light Agreement for Plat of Peltier Reserve
- Agreement Relating to Landowner Improvements Within City Easement relating to Outlots

- B, D and K and Lot 13, Block 1, Peltier Reserve
- Irrigation Facilities Maintenance Agreement for Plat of Peltier Reserve

If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond

areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as built must also verify emergency overflow elevations and locations. This as built plan shall be Certified (signature with current date and MN state licensure number) as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 13).

12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as built drawings must be the approved plans modified to reflect as built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

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

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11 **CITY WARRANTIES**

11.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 12 **INDEMNIFICATION OF CITY**

12.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the

DEVELOPMENT PLANS;

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

12.3 DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand,

with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 12.1 and 12.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY in its reasonable discretion; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 13

CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Articles 14, 15, 16 and 17 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural

and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the DEVELOPER a thirty (30) day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14

ESCROW DEPOSIT FOR PHASE 1A IMPROVEMENTS

14.1 ESCROW REQUIREMENT FOR PHASE 1A IMPROVEMENTS. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the PHASE 1A IMPROVEMENTS and prior to obtaining any building permits for PHASE 1A LOTS, 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-1**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-1**. 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, 2024. 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, 2024, 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, 2024.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 1A IMPROVEMENTS listed on Exhibit C-1 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 1A IMPROVEMENTS listed on **Exhibit C-1** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 14.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 1A IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 1A 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, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

With respect to Individual Lot Turf Establishment, \$68,750 of the irrevocable letter of credit, or cash deposit shall be retained by the CITY (hereafter referred to as Phase 1A Lot Turf Retainage) and this Phase 1A Lot Turf Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to PHASE1A IMPROVEMENTS listed on Exhibit F-1 related to Individual Lot Turf Establishment and to pay to protect against further deficiencies or problems. The CITY shall return to the DEVELOPER any remaining Phase 1A Lot Turf Retainage of the original \$68,750, at a reduction of \$1,250 per lot, when all the following events have occurred:

- a.) The DEVELOPER'S written request indicates which lots by address of the PLAT meet the conditions for certificate of occupancy and established lawn or vegetative cover; and
- b.) The requested lots in the PLAT have been issued a certificate of occupancy; and
- c.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY on each of the individual requested lots in the PLAT.

ARTICLE 15

ESCROW DEPOSIT FOR PHASE 1B IMPROVEMENTS

15.1 ESCROW REQUIREMENT FOR PHASE 1B IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 1B IMPROVEMENTS and prior to obtaining any building permits for PHASE 1B LOTS, 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-2**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-2**. 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 two (2) years after the completion date of the PHASE 1B IMPROVEMENTS. 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 two (2) years after the completion date of the PHASE 1B IMPROVEMENTS, 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 two (2) years after the completion date of the PHASE 1B IMPROVEMENTS.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 1B IMPROVEMENTS listed on Exhibit C-2 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 1B IMPROVEMENTS listed on **Exhibit C-2** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 1B IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 1B 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, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies

arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

With respect to Individual Lot Turf Establishment, \$17,500 of the irrevocable letter of credit, or cash deposit shall be retained by the CITY (hereafter referred to as Phase 1B Lot Turf Retainage) and this Phase 1B Lot Turf Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to PHASE 1B IMPROVEMENTS listed on Exhibit F-2 related to Individual Lot Turf Establishment and to pay to protect against further deficiencies or problems. The CITY shall return to the DEVELOPER any remaining Phase 1B Lot Turf Retainage of the original \$17,500, at a reduction of \$1,250 per lot, when all the following events have occurred:

- a.) The DEVELOPER'S written request indicates which lots by address of the PLAT meet the conditions for certificate of occupancy and established lawn or vegetative cover; and
- b.) The requested lots in the PLAT have been issued a certificate of occupancy; and
- c.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY on each of the individual requested lots in the PLAT.

ARTICLE 16

ESCROW DEPOSIT FOR PHASE 2 IMPROVEMENTS

16.1 ESCROW REQUIREMENT FOR PHASE 2 IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 2 IMPROVEMENTS and prior to obtaining any building permits for PHASE 2 LOTS, 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-3**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-3**. 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 two (2) years after the completion date of the PHASE 2 IMPROVEMENTS. 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 two (2) years after the completion date of the PHASE 2 IMPROVEMENTS, 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 two (2) years after the completion date of the PHASE 2 IMPROVEMENTS.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 2 IMPROVEMENTS listed on Exhibit C-3 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 2 IMPROVEMENTS listed on **Exhibit C-3** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 16.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 16.2 from time to time as financial obligations are paid.

16.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 2 IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 2 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, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

With respect to Individual Lot Turf Establishment, \$26,250 of the irrevocable letter of credit, or cash deposit shall be retained by the CITY (hereafter referred to as Phase 2 Lot Turf Retainage) and

this Phase 2 Lot Turf Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to PHASE 2 IMPROVEMENTS listed on Exhibit F-3 related to Individual Lot Turf Establishment and to pay to protect against further deficiencies or problems. The CITY shall return to the DEVELOPER any remaining Phase 2 Lot Turf Retainage of the original \$26,250, at a reduction of \$1,250 per lot, when all the following events have occurred:

- a.) The DEVELOPER'S written request indicates which lots by address of the PLAT meet the conditions for certificate of occupancy and established lawn or vegetative cover; and
- b.) The requested lots in the PLAT have been issued a certificate of occupancy; and
- c.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY on each of the individual requested lots in the PLAT.

ARTICLE 17

ESCROW DEPOSIT FOR PHASE 3 IMPROVEMENTS

17.1 ESCROW REQUIREMENT FOR PHASE 3 IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 3 IMPROVEMENTS and prior to obtaining any building permits for PHASE 3 LOTS, 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-4**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-4**. 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 two (2) years after the completion date of the PHASE 3 IMPROVEMENTS. 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 two (2) years after the completion date of the PHASE 3 IMPROVEMENTS, 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 two (2) years after the completion date of the PHASE 3 IMPROVEMENTS.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 3 IMPROVEMENTS listed on Exhibit C-4 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 3 IMPROVEMENTS listed on **Exhibit C-4** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 17.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 17.2 from time to time as financial obligations are paid.

17.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 3 IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 3 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, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

With respect to Individual Lot Turf Establishment, \$42,500 of the irrevocable letter of credit, or cash deposit shall be retained by the CITY (hereafter referred to as Phase 3 Lot Turf Retainage) and this Phase 3 Lot Turf Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to PHASE 3 IMPROVEMENTS listed on Exhibit F-4 related to Individual Lot Turf Establishment and to pay to protect against further deficiencies or problems. The CITY shall return to the DEVELOPER any remaining Phase 3 Lot Turf Retainage of the original \$42,500, at a reduction of \$1,250 per lot, when all the following events have occurred:

- a.) The DEVELOPER'S written request indicates which lots by address of the PLAT meet the conditions for certificate of occupancy and established lawn or vegetative cover; and

- b.) The requested lots in the PLAT have been issued a certificate of occupancy; and
- c.) All of the lawn or vegetative cover has been established to the sole satisfaction of the CITY on each of the individual requested lots in the PLAT.

ARTICLE 18

MISCELLANEOUS

18.1 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.

18.2 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.

18.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or DEVELOPER under this DEVELOPMENT CONTRACT.

18.4 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.

18.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

18.6 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.

18.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

18.8 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.

18.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

18.10 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.

18.11 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.

18.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

18.13 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 remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

Notary Public

**DEVELOPER AND OWNER:
BUILDERS LOT GROUP, LLC**

By: _____
Melvin L. Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of October, 2021, before me a Notary Public within and for said County, personally appeared Melvin L. Moore and Steven Soltau, to me personally known, who being by me duly sworn, each did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

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

**After Recording, Please Return This
Instrument To:**
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF PELTIER RESERVE

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

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota;
Lot 1, Block 8, Peltier Reserve, Dakota County, Minnesota;
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota;
Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota;

Outlots A, B, C, D, E, F, G, H, I, J, K and L, Peltier Reserve, Dakota County, Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PROJECT CONTACT LIST:

DEVELOPER/OWNER
BUILDERS LOT GROUP
9531 WEST 70TH STREET SUITE 135
EDEN PRAIRIE, MN 55344
TEL: 612-289-5704
EMAIL: DWAYNE@BUILDERSLOTGROUP.COM
CONTACT: DWAYNE KROCH

CIVIL ENGINEER
SAMBATEK
12800 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
TEL: 763-476-6010
EMAIL: ELI@SAMBATEK.COM
CONTACT: ERIC LUTHE

GEOTECHNICAL & CONSTRUCTION TESTING
HARDY GEOTECHNICAL SERVICES
2825 CEDAR AVENUE SOUTH
MINNEAPOLIS, MN 55407
TEL: 612-879-3542
EMAIL: JHAYDON@HARDYGEOTECH.COM
CONTACT: JEFF HAYDON

FORESTRY
REIDER FORESTRY CONSULTING, LLC
34270 LANSBORO CT
NORTH BRANCH, MN 55056
TEL: 612-213-1255
MARK@REIDERFORESTRYCONSULTING.COM
CONTACT: MARK REIDER

GENERAL CONTRACTOR
NORTHSTAR LINES CONTRACTING, INC.
9705 LUPIN CIRCLE SOUTH
BLOOMINGTON, MN 55431
TEL: 612-897-3322
EMAIL: BRADY@NORTHSTARLINES.COM
CONTACT: BRADY ENRIGHT

BLG CONSTRUCTION COORDINATOR
ALTER LAND SERVICES
713-300-3307
EMAIL: NATE@ALTERLAND.COM
CONTACT: NATE HERMAN

UTILITY & GOVERNING AGENCIES CONTACT LIST:

CITY OF INNER GROVE HEIGHTS (PLANNING)
CITY HALL
8550 MARBARA AVE.
INNER GROVE HEIGHTS, MN 55077
TEL: 612-400-2554
EMAIL: ALHUNTING@INNERGROVE.HTS.GOV
CONTACT: ALLAN HUNTING

CITY OF INNER GROVE HEIGHTS (ENGINEERING)
CITY HALL
8550 MARBARA AVE.
INNER GROVE HEIGHTS, MN 55077
TEL: 612-400-2574
EMAIL: ALHUNTING@INNERGROVE.HTS.GOV
CONTACT: ALISA GRENOLD

DAKOTA COUNTY PERMIT COORDINATOR
16955 GALAXIE AVE
APPLE VALLEY, MN 55124
TEL: 612-889-7115
EMAIL: BUTCH.MCCONNELL@CO.DAKOTA.MN.US
CONTACT: BUTCH MCCONNELL

GAS / ELECTRIC SERVICE
VCE ENERGY
825 RICE STREET, 3RD FLOOR
ST PAUL, MN 55117
TEL: 612-289-5038
EMAIL: ADREW.BAUM@VCEENERGY.COM
CONTACT: ANDREW BAUM

UTILITY LOCATION
MINNESOTA
GOMPHUS STATE ONE CALL
(800) 252-1166

TELEPHONE / FIBER
LUMEN
6250 BURY DR
EDEN PRAIRIE, MN 55346
TEL: 612-300-8580
EMAIL: SARA.BUNNETT@LUMEN.COM
CONTACT: SARA BUNNETT

DAKOTA COUNTY TRANSPORTATION DEPARTMENT
16955 GALAXIE AVE
APPLE VALLEY, MN 55124
TEL: 612-889-7115
EMAIL: JOHN.SASS@CO.DAKOTA.MN.US
CONTACT: JOHN SASS

MAGELLAN PIPELINE CO.
ONE WILLIAMS DRIVE, 0TC-8
TULSA, OK 74172
TEL: 918-257-4706
EMAIL: BRUCE.KRECH@MAGELLANP.COM
CONTACT: BRUCE KRECH

Final Plat Submittal Plans

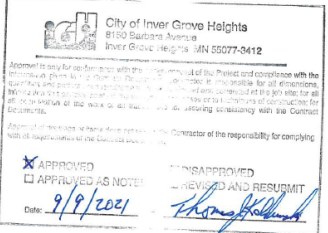
for

Peltier Reserve

Inver Grove Heights,
Minnesota

Presented by:

Builders Lot Group



City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-9412

Approved for plat as shown with the conditions of the Plat and compliance with the City of Inver Grove Heights Ordinance No. 10.01, as amended, for all dimensions, area, and other information shown on the plat. The City Engineer is not responsible for the accuracy of the information shown on the plat, but is responsible for the accuracy of the information shown on the plat.

APPROVED
APPROVED AS NOTED
Date: 9/9/2021

DISAPPROVED
REVISED AND RESUBMIT
Date: 9/9/2021

LANDSCAPE ARCHITECT
SAMBATEK
12800 WHITEWATER DRIVE, SUITE 300
MINNETONKA, MN 55343
TEL: 763-476-6010
EMAIL: JAMES@SAMBATEK.COM
CONTACT: JEFF AMES

FORESTRY
REIDER FORESTRY CONSULTING, LLC
34270 LANSBORO CT
NORTH BRANCH, MN 55056
TEL: 612-213-1255
MARK@REIDERFORESTRYCONSULTING.COM
CONTACT: MARK REIDER



VICINITY MAP
NO SCALE

GOVERNING SPECIFICATIONS

CITY OF INNER GROVE HEIGHTS SPECIFICATIONS (2021)
CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD SPECIFICATIONS (2013)
MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (2018 EDITION)

SHEET	DESCRIPTION
C1.00	TITLE SHEET
C1.01	EXISTING CONDITIONS
C1.02	EXISTING CONDITIONS
C1.03	EXISTING CONDITIONS
C1.04	EXISTING CONDITIONS
C1.05	EXISTING CONDITIONS
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LOCATION
INNER GROVE
HEIGHTS, MN

CERTIFICATION

I hereby certify that the plans, specifications or report, was prepared by me or under my direct supervision and that I am duly licensed as a Professional Engineer in the State of Minnesota.

Eric T. Luth
September 9, 2021
In witness whereof, I have hereunto set my hand and the seal of my office at Inver Grove Heights, Minnesota, this 9th day of September, 2021.

SUMMARY

Designed by: [blank]
Approved by: [blank]
No. Date By: [blank]
Submitted / Revision: [blank]

REVISION HISTORY

No. Date By: [blank]
Submitted / Revision: [blank]

SHEET TITLE
TITLE SHEET

SHEET NO. REVISION
C1.00

PROJECT NO. 22425

PROJECT NO. 22425

PROJECT NO. 22425

Development Plans means that certain set of plans titled “Final Plat Submittal Plans for Peltier Reserve” prepared by Sambatek and dated September 3, 2021 approved by the City Engineer on September 9, 2021 which includes the plan sheets listed in the Sheet Index above.

The above-listed Development Plans were approved by the City Engineer on September 9, 2021.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Peltier Reserve (the “City Engineer Memos”):

1. Memos from City Engineering Department dated December 28, 2020 and March 9, 2021 and June 17, 2021;
2. City Engineer letter sent to DEVELOPER on August 11, 2021 authorizing grading on plat of Peltier Reserve;

3. E-mail correspondences from EOR dated March 3, 2021 and March 10, 2021 and July 7, 2021;
4. Planning Report dated May 10, 2021;
5. Letters from Dakota County Surveyor's office dated March 18, 2021 and April 16, 2021 and July 8, 2021;
6. Memo from Stantec dated March 16, 2021;
7. Memo from Bolton & Menk dated March 1, 2021;
8. Memo from WSB dated March 1, 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-1
PHASE 1A IMPROVEMENTS

The items checked with an "X" below are the PHASE 1A IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 1A IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 1A LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit for the PHASE 1A LOTS	general site grading, drainage and erosion control for PHASE 1A LOTS
X PUBLIC	prior to obtaining a building permit for the PHASE 1A LOTS	utilities serving PHASE 1A LOTS (including sanitary sewer and water main and storm sewer)
X PUBLIC	prior to obtaining a building permit for the PHASE 1A LOTS	sanitary sewer trunk lines and water trunk lines servicing PHASE 1A
X	prior to obtaining a building permit for the PHASE 1A LOTS	sanitary sewer and water lot service lines servicing PHASE 1A LOTS
X PUBLIC	prior to obtaining a building permit for the PHASE 1A LOTS	gravel base for streets
X PUBLIC	prior to obtaining a certificate of occupancy for the PHASE 1A LOTS	base course bituminous for streets
X PUBLIC	prior to obtaining a certificate of occupancy for the PHASE 1A LOTS	street lights associated with PHASE 1A IMPROVEMENTS
X	prior to obtaining a building permit for the PHASE 1A LOTS	retaining walls for PHASE 1A LOTS

X PUBLIC	prior to obtaining a building permit for the PHASE 1A LOTS	storm water facilities for PHASE 1A LOTS functional to level approved by City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy for the PHASE 1A LOTS	final completion of storm water facilities for PHASE 1A LOTS as approved by City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy for the PHASE 1A LOTS	PLAT Landscaping
X PUBLIC	See Section 4.4	street signage

EXHIBIT C-2
PHASE 1B IMPROVEMENTS

The items checked with an "X" below are the PHASE 1B IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 1B IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 1B LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit for PHASE 1B LOTS	general site grading, drainage and erosion control for PHASE 1B LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 1B LOTS	utilities serving PHASE 1B LOTS (including sanitary sewer and water main and storm sewer)
X PUBLIC	prior to obtaining a building permit for PHASE 1B LOTS	sanitary sewer trunk lines and water trunk lines servicing PHASE 1B LOTS
X	prior to obtaining a building permit for PHASE 1B LOTS	sanitary sewer and water lot service lines servicing PHASE 1B LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 1B LOTS	storm water facilities for PHASE 1B LOTS functional to level approved by City Engineer
X PUBLIC	prior to obtaining a building permit for PHASE 1B LOTS	gravel base for streets
X	prior to obtaining a building permit for PHASE 1B LOTS	retaining walls for PHASE 1B LOTS
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 1B LOTS	base course bituminous for streets

X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 1B LOTS	street lights associated with PHASE 1B IMPROVEMENTS
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 1B LOTS	final completion of storm water facilities for PHASE 1B LOTS as approved by City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 1B LOTS	PLAT Landscaping
X PUBLIC	See Section 4.4	street signage

EXHIBIT C-3
PHASE 2 IMPROVEMENTS

The items checked with an "X" below are the PHASE 2 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 2 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 2 LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit for PHASE 2 LOTS	general site grading, drainage and erosion control for PHASE 2 LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 2 LOTS	utilities serving PHASE 2 LOTS (including sanitary sewer and water main and storm sewer)
X PUBLIC	prior to obtaining a building permit for PHASE 2 LOTS	sanitary sewer trunk lines and water trunk lines servicing PHASE 2 LOTS
X	prior to obtaining a building permit for PHASE 2 LOTS	sanitary sewer and water lot service lines servicing PHASE 2 LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 2 LOTS	storm water facilities for PHASE 2 LOTS functional to level approved by City Engineer
X PUBLIC	prior to obtaining a building permit for PHASE 2 LOTS	gravel base for streets
X	prior to obtaining a building permit for PHASE 2 LOTS	retaining walls for PHASE 2 LOTS
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 2 LOTS	base course bituminous for streets

X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 2 LOTS	street lights associated with PHASE 2 IMPROVEMENTS
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 2 LOTS	final completion of storm water facilities for PHASE 2 LOTS as approved by City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 2 LOTS	PLAT Landscaping
X PUBLIC	See Section 4.4	street signage

EXHIBIT C-4
PHASE 3 IMPROVEMENTS

The items checked with an "X" below are the PHASE 3 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 3 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS. The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 3 LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit for PHASE 3 LOTS	general site grading, drainage and erosion control for PHASE 3 LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 3 LOTS	utilities serving PHASE 3 LOTS (including sanitary sewer and water main and storm sewer)
X PUBLIC	prior to obtaining a building permit for PHASE 3 LOTS	sanitary sewer trunk lines and water trunk lines servicing PHASE 3 LOTS
X	prior to obtaining a building permit for PHASE 3 LOTS	sanitary sewer and water lot service lines servicing PHASE 3 LOTS
X PUBLIC	prior to obtaining a building permit for PHASE 3 LOTS	storm water facilities for PHASE 3 LOTS functional to level approved by City Engineer
X PUBLIC	prior to obtaining a building permit for PHASE 3 LOTS	gravel base for streets
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 3 LOTS	base course bituminous for streets
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 3 LOTS	street lights associated with PHASE 3 IMPROVEMENTS

X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 3 LOTS	final completion of storm water facilities for PHASE 3 LOTS as approved by City Engineer
X PUBLIC	prior to obtaining a certificate of occupancy for PHASE 3 LOTS	PLAT Landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	within two years of beginning construction of PHASE 3 IMPROVEMENTS	final wear course on all streets within the PLAT

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT.

EXHIBIT E

MISCELLANEOUS REQUIREMENTS AND CONDITIONS **IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER and OWNER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide an irrevocable letter of credit to the CITY for the respective amount stated in Exhibit F-1 of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide a cash deposit to the CITY for the respective amounts stated in Exhibit F-1 of this DEVELOPMENT CONTRACT (the Engineering Escrow Amount).
 - d.) DEVELOPER must provide to the CITY the sealcoating cash payment for the entirety of the PLAT in the amount of \$44,870 with regard to the streets in the PLAT as required under Section 21 of Exhibit E.
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F-1.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 29 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in Section 15 of this Exhibit E.
 - i.) DEVELOPER must pay the CITY in escrow the sum of \$88,150 for the future street and utility extension referenced in Section 20 of this Exhibit E.
 - j.) DEVELOPER must pay the park contribution fee referenced in Section 11 of this Exhibit E at the times referenced in Section 11.

- 2.) **BUILDING PERMIT FOR PHASE 1A LOTS.** Before a building permit is issued for any PHASE 1A LOT and in any event not more than 18 months after construction begins for the PHASE 1A LOTS, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS; provided, however, the CITY pursuant to Section 30 of this Exhibit E, may issue a building permit for construction of model homes if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:
- a.) All the conditions in Section 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in Section 29 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) All sanitary sewer and water lateral lines for PHASE 1A LOTS have been installed; and all sanitary sewer and water trunk lines throughout the PLAT have been installed.
 - e.) Sanitary sewer and water service lines to the PHASE 1A LOTS has been installed.
 - f.) All grading, drainage and erosion control for the PHASE 1A LOTS must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - g.) All storm water facilities related to the PHASE 1A LOTS must be functional to a level reasonably approved by the City Engineer.
 - h.) The base course bituminous for the streets adjoining the PHASE 1A LOTS as shown on the DEVELOPMENT PLANS has been installed.
 - i.) All landscaping and vegetation related to stormwater facilities for the PHASE 1A LOTS shall be installed.
 - j.) The retaining walls have been installed.
 - k.) The DEVELOPER must have received approval from the CITY and must have recorded the homeowner association documents required by Section 26 of this Exhibit E.
 - l.) The PARK DEDICATION FEES required to be paid per Section 11 of this Exhibit E shall have been paid.

- 3.) **CERTIFICATE OF OCCUPANCY FOR PHASE 1A LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 1A LOTS in the PLAT, and in any event, **no later than 18 months after beginning construction of the PHASE 1A IMPROVEMENTS**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1 and 2 of this Exhibit E have been met.
 - b.) Lot landscaping must be completed for the individual PHASE 1A LOTS affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - c.) Final completion of the stormwater facilities for the PHASE 1A LOTS must be complete.
 - d.) Landscaping and vegetation relating to the stormwater facilities for the PHASE 1A LOTS must be complete.
 - e.) The street lights associated with the PHASE 1A LOTS shall be installed.
- 4.) **BUILDING PERMIT FOR PHASE 1B LOTS.** Before a building permit is issued for any PHASE 1B LOT and in any event not more than 18 months after construction begins for the PHASE 1B LOTS, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1, 2 and 3 of this Exhibit E have been met.
 - b.) All grading, drainage and erosion control for the PHASE 1B LOTS must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - c.) All sanitary sewer and water lateral lines for PHASE 1B LOTS have been installed.
 - d.) Sanitary sewer and water service lines for PHASE 1B LOTS have been installed.
 - e.) The base course bituminous for the streets abutting the PHASE 1B LOTS as shown on the DEVELOPMENT PLANS has been installed.

- f.) The stormwater facilities for the PHASE 1B LOTS must be functional to a level approved by the City Engineer.
 - g.) The PARK DEDICATION FEES required to be paid per Section 11 of this Exhibit E shall have been paid.
- 5.) **CERTIFICATE OF OCCUPANCY FOR PHASE 1B LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 1B LOTS in the PLAT, and in any event, **no later than 18 months after beginning construction of the PHASE 1B IMPROVEMENTS**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1, 2, 3 and 4 of this Exhibit E have been met.
 - b.) Lot landscaping must be completed for the individual PHASE 1B LOTS affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - c.) Final completion of the stormwater facilities for the PHASE 1B LOTS must be complete.
 - d.) Landscaping and vegetation relating to the stormwater facilities for the PHASE 1B LOTS must be complete.
 - e.) The street lights associated with the PHASE 1B LOTS shall be installed.
- 6.) **BUILDING PERMIT FOR PHASE 2 LOTS.** Before a building permit is issued for any PHASE 2 LOT and in any event not more than 18 months after construction begins for the PHASE 2 LOTS, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1, 2, 3, 4 and 5 of this Exhibit E have been met.
 - b.) All grading, drainage and erosion control for the PHASE 2 LOTS must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - c.) All sanitary sewer and water lateral lines for PHASE 2 LOTS have been installed.
 - d.) Sanitary sewer and water service lines for PHASE 2 LOTS have been installed.

- e.) The base course bituminous for the streets abutting the PHASE 2 LOTS as shown on the DEVELOPMENT PLANS has been installed.
 - f.) The stormwater facilities for the PHASE 2 LOTS must be functional to a level approved by the City Engineer.
 - g.) DEVELOPER shall convey Outlot L, Peltier Reserve to the CITY by Warranty Deed. Outlot L, Peltier Reserve shall be re-platted by DEVELOPER at its expense into a lot and block prior to conveyance.
 - h.) The PARK DEDICATION FEES required to be paid per Section 11 of this Exhibit E shall have been paid.
- 7.) **CERTIFICATE OF OCCUPANCY FOR PHASE 2 LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 2 LOTS in the PLAT, and in any event, **no later than 18 months after beginning construction of the PHASE 2 IMPROVEMENTS,** the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1, 2, 3, 4, 5 and 6 of this Exhibit E have been met.
 - b.) Lot landscaping must be completed for the individual PHASE 2 LOTS affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
 - c.) Final completion of the stormwater facilities for the PHASE 2 LOTS must be complete.
 - d.) Landscaping and vegetation relating to the stormwater facilities for the PHASE 2 LOTS must be complete.
 - e.) The street lights associated with the PHASE 2 LOTS shall be installed.
- 8.) **BUILDING PERMIT FOR PHASE 3 LOTS.** Before a building permit is issued for any PHASE 3 LOT and in any event not more than 18 months after construction begins for the PHASE 3 LOTS, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Sections 1, 2, 3, 4, 5, 6 and 7 of this Exhibit E have been met.
 - b.) All grading, drainage and erosion control for the PHASE 3 LOTS must be completed or, in the judgment of the Director of PWD, the grading, drainage and

erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

- c.) All sanitary sewer and water lateral lines for PHASE 3 LOTS have been installed.
- d.) Sanitary sewer and water service lines for PHASE 3 LOTS have been installed.
- e.) The base course bituminous for streets abutting the PHASE 3 LOTS as shown on the DEVELOPMENT PLANS has been installed.
- f.) The stormwater facilities for the PHASE 3 LOTS must be functional to a level approved by the City Engineer.
- g.) The PARK DEDICATION FEES required to be paid per Section 11 of this Exhibit E shall have been paid.

- 9.) **CERTIFICATE OF OCCUPANCY FOR PHASE 3 LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 3 LOTS in the PLAT, and in any event, **no later than 18 months after beginning construction of the PHASE 3 IMPROVEMENTS,** the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Sections 1, 2, 3, 4, 5, 6, 7 and 8 of this Exhibit E have been met.
- b.) Lot landscaping must be completed for the individual PHASE 3 LOTS affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.
- c.) Final completion of the stormwater facilities for the PHASE 3 LOTS must be complete.
- d.) Landscaping and vegetation relating to the stormwater facilities for the PHASE 3 LOTS must be complete.
- e.) The street lights associated with the PHASE 3 LOTS shall be installed.
- f.) The final wear course of bituminous shall be installed on all of the streets (public and private) within the PLAT.

- 10.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amounts stated on Exhibits F-1, F-2, F-3 and F-4 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.

- 11.) **PARK CONTRIBUTION FEE FOR THE PLAT.** The park contribution and dedication requirements for the entire PLAT shall be met by a combination of land dedication and cash contribution as detailed herein. Park dedication fees for the entire PLAT (except for Lot 1, Block 13, Peltier Reserve) shall be made by conveyance of the 1.31 acre replatted Outlot L to the City, which shall satisfy 6.5% of the DEVELOPER'S required park dedication for the entire PLAT (except for Lot 1, Block 13, Peltier Reserve) along with cash contribution for the remaining 93.5% of the park dedication requirement. Park dedication requirements for Lot 1, Block 13, Peltier Reserve, shall be met by cash in lieu of land dedication. DEVELOPER'S park dedication obligations for the entire PLAT shall be satisfied as detailed below.

- A. **Land Dedication.** DEVELOPER, at DEVELOPER'S sole expense, shall cause OUTLOT L to be platted into a Lot and shall convey the replatted OUTLOT L to the City via warranty deed. DEVELOPER shall convey replatted OUTLOT L to the City via warranty deed on or before October 1, 2022 or receipt of a building permit for any of the PHASE II LOTS, whichever occurs first. Prior to conveyance to the CITY of replatted OUTLOT L, DEVELOPER shall deliver to the CITY a title insurance commitment and a title insurance policy in favor of the CITY. Replatted OUTLOT L shall be conveyed to the CITY by warranty deed. Such title shall vest in the CITY good and marketable title, free and clear of any mortgages, liens, encumbrances, assessments and taxes. The conveyance documents shall be in such form acceptable to the CITY. DEVELOPER shall pay for all closing costs and other costs related to conveyance of replatted OUTLOT L to the CITY.

Prior to conveyance to the CITY, DEVELOPER, at its sole expense, shall grade replatted OUTLOT L in accordance with the approved grading plans on file with the CITY. Prior to conveyance to the CITY, the DEVELOPER shall, at its sole expense, install the retaining wall shown on the approved DEVELOPMENT PLANS. The retaining wall must be constructed to CITY specifications and requirements of the CITY ENGINEER. DEVELOPER shall, at DEVELOPER'S sole expense, remove any bituminous, concrete, or other unsuitable materials from replatted OUTLOT L prior to conveyance to the CITY. DEVELOPER shall, at its sole expense, provide finished grading (per the approved Grading Plan) and ground cover as approved by the City's

Parks and Recreation Director for replatted OUTLOT L.

Notwithstanding anything to the contrary in this AGREEMENT, DEVELOPER shall provide access to the public to replatted OUTLOT L on or before October 1, 2022 by installing curb and gutter and constructing and paving with a first lift (base course) of bituminous on those portions of Agate Trail and Alvina Avenue adjacent to OUTLOT L.

DEVELOPER and CITY have determined that the total value of the park dedication fees met by this land dedication is \$30,549.30

B. Payment of Cash Contribution (Park Dedication Fees) in Lieu of Land Dedication.

DEVELOPER shall satisfy its park dedication requirement for the entire PLAT by paying the then-current Cash Contribution Fee Per Residential Unit for each of the 124 new lots containing new residential units created by this subdivision, less the value of the DEVELOPER'S Land Dedication. DEVELOPER acknowledges that the CITY'S Cash Contribution Fee Per Residential Unit may change over time, and that as a result of DEVELOPER paying the Cash Contribution Fee at various times over course of development of the PLAT, DEVELOPER may pay a higher rate for the Cash Contribution (Park Dedication) Fees than the current City Cash Contribution Fees.

1. Payment of Cash Contribution for PHASE 1A LOTS. DEVELOPER acknowledges that PHASE 1A contains 55 lots containing 55 residential units, all zoned R-3B. The cash contribution required for the 55 PHASE 1A lots at the current CITY cash contribution fee of \$4,000 per residential unit for lots zoned R-3B is \$220,000.00. DEVELOPER shall be given credit for the value of the land dedication for replatted OUTLOT L in the amount of \$30,549.30 and shall be required to pay the remaining amount of \$189,450.70 prior to obtaining building permits for any of the PHASE 1A lots.
2. Payment of Cash Contribution for PHASE 1B LOTS. DEVELOPER acknowledges that PHASE 1B contains 14 lots containing 14 residential units, 4 zoned R-1C and 10 zoned R-3B. The Cash Contribution required for the 14 PHASE 1B lots shall be the Cash Contribution Fee in effect at the time of DEVELOPER'S payment of the park dedication fees. DEVELOPER shall be required to pay the full park dedication fee in the amount of the then-current fee for all of the 14 PHASE 1B lots prior to obtaining building permits for any of the PHASE 1B lots.
3. Payment of Cash Contribution for PHASE 2 Lots. DEVELOPER acknowledges that PHASE 2 contains 21 new lots containing 21 new residential units, 2 zoned R-3B and 19 zoned R-1C, as well a lot containing an existing home. The Cash contribution required for the 21 new PHASE 2 lots shall be the Cash Contribution Fee in effect at the time of DEVELOPER'S payment of the park dedication fees. DEVELOPER shall be required to pay the full park

dedication fee in the amount of the then-current fee for all of the 21 new PHASE 2 lots prior to obtaining building permits for any of the PHASE 2 lots.

4. Payment of Cash Contribution for PHASE 3 Lots-Excluding Apartment Building. DEVELOPER acknowledges that PHASE 3 contains 33 lots containing 33 residential units, all zoned R-3B and that PHASE 3 also contains Lot 1, Block 13, which will be developed with an apartment building anticipated to contain 181 residential units, for a total of 34 lots. The Cash contribution required for the 34 PHASE 3 lots shall be the Cash Contribution Fee in effect at the time of DEVELOPER'S payment of the park dedication fees. DEVELOPER shall be required to pay the full park dedication fee in the amount of the then-current fee for all of the 33 PHASE 3 lots excluding Lot 1, Block 13, prior to obtaining building permits for any of the PHASE 3 lots, excluding Lot 1, Block 13.
5. Payment of Cash Contribution for PHASE 3 Lot-Apartment Building. DEVELOPER acknowledges that it intends for Lot 1, Block 13 to be developed with a multi-family apartment building. DEVELOPER shall pay the Cash Contribution required for all residential units in the Apartment Building at the then-current fee prior to obtaining a building permit for the Apartment Building.

Notwithstanding the foregoing, City may issue a building permit for the model homes pursuant to paragraph 30 of this Exhibit E without triggering the timing of the obligation to make the park dedication payments.

The park dedication/contribution amounts shall be calculated at the time payment is due based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT; DEVELOPER specifically agrees to pay the park dedication/cash contribution fee in effect at the time the payment is.

- 12.) **PARK CONTRIBUTION FEE FOR LOT 1, BLOCK 13.** Lot 1, Block 13, Peltier Reserve is intended to be developed with an apartment building. The park contribution fee for Lot 1, Block 13 will be calculated by the number of apartment units (residential units) multiplied by the then-current park dedication fee applicable to residential units in the applicable multi-family use zoning district. The park dedication fee for Lot 1, Block 13 must be paid prior to any building permit for Lot 1, Block 13, Peltier Reserve at the rates then in effect.
- 13.) **CONVEYANCE OF PARK LAND BY WARRANTY DEED.** The park land being conveyed to the CITY must be by Warranty Deed and must not be subject to any mortgage, lien or other encumbrance created by DEVELOPER.

- 14.) **PHASING.** The DEVELOPER IMPROVEMENTS shall be phased in phases 1A, 1B, 2 and 3. The phasing shall follow this sequence. Construction shall not begin in any phase unless the DEVELOPER has filed the letter of credit for that particular phase or the DEVELOPER has made arrangements with the CITY Engineer to forgo any reduction of a previous letter of credit for completed work in a previous phase such that the balance of the letter of credit for a previous phase (without reduction) is adequate to cover the remaining work in the previous phase as well as the improvements identified for the next phase.

The improvements for a particular phase shall be completed no later than 18 months after construction of such improvements has begun with respect to that phase. No certificate of occupancy shall be issued for any lot in a particular phase unless the improvements for that phase have been completed.

Construction of improvements for a subsequent phase shall not commence until 80-85% of the improvements for the previous phase have been substantially completed and approved by the CITY Engineer.

- 15.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR PHASE 1A IMPROVEMENTS.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with PHASE 1A IMPROVEMENTS for the PLAT are as follows (based on the current fees):

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$82,401	\$51,601	\$235,466	\$369,468

The DEVELOPER and CITY understand and agree that the plat connection fees for the PHASE 1A IMPROVEMENTS are payable at the time the CITY executes the PLAT and before DEVELOPER begins construction of the PHASE 1A IMPROVEMENTS.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee

- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- Northwest Area Building Permit Connection Fees

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the City for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot. The parties understand and agree that the per lot building permit connection fees, including the Northwest Area Building Permit Connection Fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

The parties understand and agree that the Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

This paragraph only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

Notwithstanding anything to the contrary, all fees payable hereunder shall be calculated based on the rates then in effect; the rates then in effect may differ from that rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

- 16.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR PHASE 1B IMPROVEMENTS.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY

ordinance.

The utility plat connection fees associated with PHASE 1B IMPROVEMENTS for the PLAT are as follows (based on the current fees):

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$37,456	\$23,456	\$107,030	\$167,942

The DEVELOPER and CITY understand and agree that the plat connection fees for the PHASE 1B IMPROVEMENTS are payable before DEVELOPER begins construction of the PHASE 1B IMPROVEMENTS. The parties understand and agree that the plat connection fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- Northwest Area Building Permit Connection Fees

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the City for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot. The parties understand and agree that the per lot building permit connection fees, including the Northwest Area Building Permit Connection Fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

The parties understand and agree that the Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based

on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

This paragraph only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

Notwithstanding anything to the contrary, all fees payable hereunder shall be calculated based on the rates then in effect; the rates then in effect may differ from that rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

- 17.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR PHASE 2 IMPROVEMENTS.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with PHASE 2 IMPROVEMENTS for the PLAT are as follows (based on the current fees):

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$61,533	\$38,533	\$175,835	\$275,901

The DEVELOPER and CITY understand and agree that the plat connection fees for the PHASE 2 IMPROVEMENTS are payable before DEVELOPER begins construction of the PHASE 2 IMPROVEMENTS. The parties understand and agree that the plat connection fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time execution of this DEVELOPMENT CONTRACT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee

- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- Northwest Area Building Permit Connection Fees

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the City for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot. The parties understand and agree that the per lot building permit connection fees, including the Northwest Area Building Permit Connection Fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

The parties understand and agree that the Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

This paragraph only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

Notwithstanding anything to the contrary, all fees payable hereunder shall be calculated based on the rates then in effect; the rates then in effect may differ from that rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

- 18.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR PHASE 3 IMPROVEMENTS.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment

plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with PHASE 3 IMPROVEMENTS for the PLAT are as follows (based on the current fees):

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$70,630	\$44,229	\$201,828	\$316,687

The DEVELOPER and CITY understand and agree that the plat connection fees for the PHASE 3 IMPROVEMENTS are payable before DEVELOPER begins construction of the PHASE 3 IMPROVEMENTS. The parties understand and agree that the plat connection fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ from the rates that are in effect at the time execution of this DEVELOPMENT CONTRACT.

The plat connection fees for the PHASE 3 IMPROVEMENTS do not include the plat connection fees that will be owed to the CITY when Lot 1, Block 13, Peltier Reserve is re-platted in the future and developed as an apartment complex. At the time of the proposed re-plat of Lot 1, Block 13, Peltier Reserve the plat connection fees will be paid to the CITY for the proposed apartment building.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee
- Northwest Area Building Permit Connection Fees

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the City for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot. The parties understand and agree that the per lot building permit connection fees, including the Northwest Area Building Permit Connection Fees, when payable, will be calculated at the time of payment based on the rates then in effect. The rates then in effect may differ

from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

The parties understand and agree that the Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

This paragraph only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- M.C.E.S. SAC Unit Fee

Notwithstanding anything to the contrary, all fees payable hereunder shall be calculated based on the rates then in effect; the rates then in effect may differ from that rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

- 19.) **OTHER UTILITY FEES.** Sections 15, 16, 17 and 18 of this Exhibit E only address the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit for the PHASE 1A IMPROVEMENTS, PHASE 1B IMPROVEMENTS, PHASE 2 IMPROVEMENTS and PHASE 3 IMPROVEMENTS. These other utility fees are:

- M.C.E.S. SAC Unit Fee

- 20.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There are streets in the PLAT that abut property not owned or controlled by the DEVELOPER. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the abutting parcels. The CITY wants to assure that this portion is either built or that the CITY has funds available to build this segment if and when the adjoining land is platted and developed.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the sum of \$88,150 to compensate the CITY for utility and street extensions with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed; provided, however, this escrow deposit does not need to be made if the Developer commits on the Development Plans to extend the utilities into the abutting property adjacent to the PLAT.

With regard to the escrowed sum, no interest shall be paid on the escrowed amount. If the utilities and street are extended to the boundaries of the PLAT at the time the utilities and

street are installed, then after completion of the utility and street extensions and acceptance of the improvements by the CITY, the escrowed sum relating to the utility and street extensions that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the escrowed sum and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the escrowed sum that is kept by the CITY.

- 21.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the PLAT to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$44,870 for the work.

The amount of \$44,870 is due and payable by the DEVELOPER at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the PLAT.

- 22.) **TREE PRESERVATION.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.

- 23.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the PLAT.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT for the first four calendar years of 2022, 2023, 2024 and 2025. Beginning with calendar year 2026, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

The lots in the PLAT shall initially be charged a street light fee of \$4.00 per quarter. The Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

- 24.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached Exhibit G. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.

- 25.) **CONVEYANCE OF CERTAIN OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots B, C, E, F, G, I, J, and K, Peltier Reserve.

Outlot L, Peltier Reserve (to be re-platted by DEVELOPER into a lot) shall be conveyed to the CITY prior to any construction of PHASE 2 IMPROVEMENTS or on or before October 1, 2022, whichever occurs first.

Conveyance of the Outlots and replatted Outlot L shall be by Warranty Deed. Such Outlots and replatted Outlot L shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 26.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permits for PHASE 1A LOTS is that the DEVELOPER create a Homeowners Association for all of the lots within the plat of Peltier Reserve, except for Outlots B, C, E, F, G, I, J, K and L, Peltier Reserve which will be conveyed to and owned by the CITY. The documents prepared by the DEVELOPER in connection with the formation of the Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any lot in Peltier Reserve, including model homes, which approval shall not unreasonably be withheld, delayed or conditioned.
- 27.) **TEMPORARY ACCESS EASEMENT.** There will be a temporary road over Lot 6, Block 5, Peltier Reserve for public vehicular access from 72nd Street W. to Agate Trail. The DEVELOPER and CITY will enter into a Temporary Access Easement which shall remain in place and not expire until such time as 72nd Street W. is extended between Argenta Trail and Agate Trail, and the property which is encumbered by said 72nd Street W. is platted.
- 28.) **DAKOTA COUNTY ACCESS PERMIT.** Access from Alverno Avenue to 70th Street and from 72nd Street to Argenta Trail will require a permit from Dakota County. DEVELOPER shall meet all requirement of Dakota County including the installation of turn lanes, if required.
- 29.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:
- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.
- The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.
- b. By Warranty Deed, DEVELOPER must convey Outlots B, C, E, F, G, I, J and K, Peltier Reserve to the CITY at the time the PLAT is recorded.
- Outlot L, Peltier Reserve (to be re-platted by DEVELOPER) shall be conveyed to the CITY prior to any construction of PHASE 2 IMPROVEMENTS or on or before

October 1, 2022, whichever occurs first.

- c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. DEVELOPER must execute a Restrictive Use Easement Agreement for the various sight triangle easements within the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. DEVELOPER must execute a separate Retaining Wall Maintenance Agreement for the following lots within the PLAT:

- Lots 2 through 5, Block 6, Peltier Reserve
- Lot 1, Block 8, Peltier Reserve
- Outlot G and Outlot I, Peltier Reserve

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. DEVELOPER must execute an Acknowledgment of Planned Unit Development Zoning.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- g. DEVELOPER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- h. DEVELOPER must execute an Irrigation Facilities Maintenance Agreement with respect to the water reuse system within the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER must execute a separate Temporary Access Easement for Lot 6, Block 5, Peltier Reserve.

The above-listed easement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- j. DEVELOPER must execute a separate Permanent Pedestrian Sidewalk Easement for the following:

- Lot 1, Block 8, Peltier Reserve
- Lots 11 and 12, Block 7, Peltier Reserve
- Lot 11, Block 10 and Lot 8, Block 11 and Outlot I, Peltier Reserve
- Lots 1 through 15, Block 1, Peltier Reserve

The above-listed easements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- k. DEVELOPER shall execute a form of an Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement) for various encroachments being placed in City drainage and utility easements with respect to the following lots:

- Outlot B, Peltier Reserve
- Outlot D, Peltier Reserve
- Outlot K, Peltier Reserve
- Lot 1, Block 13, Peltier Reserve

The above-listed agreements shall be executed and recorded prior to issuance of any building permit for the PHASE 1 LOTS. DEVELOPER shall also prepare and record a private easement agreement between the DEVELOPER and the Peltier Reserve Homeowners Association for Lot 1, Block 13, Peltier Reserve. DEVELOPER shall provide evidence of the recorded private easement agreement prior to issuance of any building permit for the PHASE 1 LOTS.

The agreements and easements listed in this paragraph 29 must be recorded prior to any mortgage relating to any lots in the PLAT.

- 30.) **MODEL HOMES / SALES HOMES.** DEVELOPER intends to construct model homes on Lots 20, 21 and 22, Block 1, Peltier Reserve and on Lots 1, 2 and 3, Block 2, Peltier Reserve and on Lots 19, 20, 21 and 22, Block 2, Peltier Reserve and on Lots 9, 10 and 11, Block 3, Peltier Reserve. The identified lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install gravel drives for access to the lots and the gravel drives shall be inspected and approved by the CITY Fire Marshal. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled. The CITY may issue a building permit for construction of the

model homes if the CITY determines that satisfactory progress is being made with respect to the conditions stated in paragraph 2 of this Exhibit E.

- 31.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future landowners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled “Protected Area” at the cost of DEVELOPER.
- 32.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

- 33.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing monuments and associated landscaping at the entryways to the PLAT. The monuments and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association will maintain the monuments and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monuments and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.
- 34.) **NO NEED FOR SEPARATE OPEN SPACE/CONSERVATION AREA.** The requirement for creation of open space and conservation area is being met by conveyance of various outlots to the CITY that will contain such open space. The conveyance of such outlots will be in fee title. Therefore, the parties agree that a separate conveyance of an open space or conservation area easement is not necessary in as much as the CITY will own the property in fee.
- 35.) **RETAINING WALL REQUIREMENTS.** Prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received

and accepted by the CITY.

- 36.) **PEDESTRIAN TRAILS AND SIDEWALKS.** With respect to the pedestrian trails and sidewalks being constructed by the DEVELOPER, there are no public pedestrian trail or sidewalk easements being required by the CITY.
- 37.) **REIMBURSEMENT FOR WATER TRUNK LINE.** As part of the DEVELOPMENT PLANS, DEVELOPER is installing a water trunk line that will have a diameter size sufficient to serve the PLAT as well as an area outside of the PLAT. The diameter size will also have corresponding T-connections, fittings, valves and appurtenances. The CITY agrees and recognizes that the diameter size and corresponding T-connections, fittings, valves and appurtenances create a benefit for areas outside the PLAT. As a result, the CITY will grant a credit to the DEVELOPER against the water plat connection fees for the PHASE 1A IMPROVEMENTS, the PHASE 1B IMPROVEMENTS, the PHASE 2 IMPROVEMENTS and the PHASE 3 IMPROVEMENTS up to the extra cost incurred by the DEVELOPER for sizing the water trunk line 12 inches or above in size on Agate Trail, 71st Street and 72nd Street. The DEVELOPER has provided the cost information and any bids, invoices or other data relevant to the installation of the water trunk line.

The Director of the PWD has reasonably computed the credit. The credit for the water trunk line is in the amount of \$75,630, which total amount shall be split pursuant to the percentages provided below:

- PHASE 1A IMPROVEMENTS: 33% or \$24,957.90
- PHASE 1B IMPROVEMENTS: 15% or \$11,344.50
- PHASE 2 IMPROVEMENTS: 24% or \$18,151.20
- PHASE 3 IMPROVEMENTS: 28% or \$21,176.40

The amounts above shall be applied against the water plat connection fee amounts stated in paragraphs 15, 16, 17 and 18 of this Exhibit E. If the credit exceeds the water plat connection fee, the CITY shall pay the difference to the DEVELOPER upon completion and acceptance of the project.

- 38.) **WATER REUSE IRRIGATION SYSTEM.** DEVELOPER is installing a water reuse irrigation system that will pump water from the regional basins located on Outlot B, Peltier Reserve (SP-15F) and Outlot G, Peltier Reserve (SP-5). The water will be pumped from Outlots B and G and delivered to Outlots C, E, L, G and I, Peltier Reserve. The water reuse system will be owned, operated and maintained by the Peltier Reserve Homeowners Association. DEVELOPER and the Peltier Reserve Homeowners Association and CITY will enter into an Irrigation Maintenance Agreement with respect to the ownership and maintenance of the water reuse system and the ability to pump water from City owned regional basins.
- 39.) **REIMBURSEMENT FOR SEWER TRUNK LINE.** There is no credit to the

DEVELOPER relating to the sizing of the sewer trunk line for the PLAT.

- 40.) **MAGELLAN PIPELINE EASEMENT.** There is a pipeline easement in favor of Magellan Pipeline Company recorded in Book 78 of M.R. Page 150 that affects the PLAT. The pipeline easement in favor of Magellan Pipeline Company exists over portions of public streets to be constructed by DEVELOPER.

The DEVELOPER and Magellan shall enter into a license encroachment agreement to construct public infrastructure through the easement. The DEVELOPER shall enter into any necessary joint agreement with the CITY and Magellan in order to install public improvements such as, but not limited to, street, storm sewer, water main, sanitary sewer, storm forcemain, pedestrian trail and sidewalk. All license fees, inspections and insurance requirements of the installation are to be funded by DEVELOPER or through development engineering escrow. DEVELOPER shall provide the certificate of insurance showing coverage in the amounts required by the agreement with Magellan.

- 41.) **OWNERSHIP AND PURPOSE OF OUTLOTS.** The outlots within the PLAT shall have the following ownership and purposes:

Outlot A:	DEVELOPER shall retain as a remnant strip for future development
Outlot B:	DEVELOPER shall convey to the CITY; contains existing regional basin SP-15F
Outlot C:	DEVELOPER shall convey to CITY; DEVELOPER shall construct a storm water basin to be maintained by DEVELOPER or Homeowners Association; future trail to be constructed by COUNTY
Outlot D:	DEVELOPER shall own and convey to Homeowners Association; DEVELOPER shall construct a monument sign; a Restrictive Use Easement Agreement will be recorded for sight triangle purposes
Outlot E:	DEVELOPER shall convey to CITY; contains existing wetland SP-7
Outlot F:	DEVELOPER shall convey to CITY for future trail connection into the adjacent property
Outlot G:	DEVELOPER shall convey to CITY; contains regional basin SP-5
Outlot H:	DEVELOPER shall retain as a remnant strip for future development
Outlot I:	DEVELOPER shall convey to CITY for future trail/open space/street
Outlot J:	DEVELOPER shall convey to CITY for future watermain looping connection
Outlot K:	DEVELOPER shall convey to CITY; will contain storm water subsurface system taking water from Agate Trail
Outlot L:	DEVELOPER shall re-plat outlot as lot and block and convey to CITY for park property prior to beginning construction of the PHASE 2 IMPROVEMENTS or on or before October 1, 2022, whichever occurs first.

- 42.) **PAYMENT FOR REMOVAL OF TEMPORARY ACCESS ON LOT 6, BLOCK 5,**

PELTIER RESERVE. DEVELOPER is constructing a temporary road from 72nd Street W. through Lot 6, Block 5, Peltier Reserve to Agate Trail. The CITY will maintain the temporary road until the temporary road is removed pursuant to the terms of this paragraph. The temporary road will be removed when the following events occur:

When 72nd Street W. is extended between Argenta Trail and Agate Trail, and the property which is encumbered by said 72nd Street W. is platted.

The CITY will remove the temporary road on behalf of the DEVELOPER when the above-described events occur. At the time the PLAT is signed, DEVELOPER shall pay to the City the sum of \$14,810 to compensate the CITY for the removal of the temporary road when the above-listed events occur. The CITY shall perform the work associated with removing the temporary road by December 31st of the year following the expiration of the Temporary Access Easement between CITY and DEVELOPER over Lot 6, Block 5, Peltier Reserve.

The DEVELOPER has no claim to the sum being paid to the CITY. The CITY shall keep the sum and the CITY shall have the responsibility at a future date to remove the temporary road.

- 43.) **PAYMENT FOR STREET CONNECTION; PAYMENT FOR REMOVAL OF CUL-DE-SAC.** At the time the plat of Argenta Hills 9th Addition was recorded, the owner of the property being platted as Argenta Hills 9th Addition deposited to the CITY the sum of \$16,040 for the following:

- a. To compensate the CITY for future bituminous installation with respect to the approximately northerly ten feet of 76th Street West contained within the plat of Argenta Hills 9th Addition. This segment of approximately ten feet will not be paved now due to the fact that 76th Street West will at a future date be extended northerly beyond the plat of Argenta Hills 9th Addition. The CITY will cause the 10 foot section to be paved at a later date when the property north of the plat of Argenta Hills 9th Addition is platted and when 76th Street West is extended northerly beyond the plat of Argenta Hills 9th Addition.
- b. To compensate the CITY for the cost of removing the temporary cul-de-sac on Lot 1, Block 1, Argenta Hills 9th Addition when 76th Street West is extended northerly beyond the PLAT.

By way of the plat of Peltier Reserve, the property north of the plat of Argenta Hills 9th Addition is now being developed.

The DEVELOPER of Peltier Reserve agrees to perform the pavement work and the work relating to the removal of the temporary cul-de-sac that is identified above. Upon completion of the work and upon determination by the City Engineer that the completed work is satisfactory, the CITY shall pay to the DEVELOPER the \$16,040 that was deposited with the CITY relating to the plat of Argenta Hills 9th Addition.

- 44.) **COUNTY PROJECTS.** Dakota County is in the process of constructing intersection improvements at the intersection of 72nd Street and Argenta Trail. Such intersection improvements benefit the PLAT. It is expected that the County will charge back to the CITY a portion of the costs of such intersection improvements. DEVELOPER agrees to reimburse the CITY for any costs charged to the CITY by the County for such intersection improvements. The reimbursement shall be paid to the CITY no later than the time the CITY is to pay the County for such costs.

Dakota County is in the process of constructing intersection improvements at the intersection of 70th Street and Agate Trail. The improvements also include extending the water main across 70th Street from Agate Trail. Such water main extension improvements and intersection improvements benefit the PLAT. It is expected that the County will charge back to the CITY a portion of the costs of such water main extension improvements and intersection improvements. DEVELOPER agrees to reimburse the CITY for any costs charged to the CITY by the County for such water main extension improvements and intersection improvements. The reimbursement shall be paid to the CITY no later than the time the CITY is to pay the County for such costs.

EXHIBIT F-1
ESCROW CALCULATION
FOR PHASE 1A IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$286,200
2.)	Retaining Walls	\$ 8,250
3.)	Sanitary Sewer	\$212,223
4.)	Watermain	\$188,058
5.)	Storm Sewer	\$171,467
6.)	Street Construction	\$441,585
7.)	Street Lights	\$ 15,000
8.)	Landscaping	\$102,753
9.)	Construction debris clean up	\$ 5,000
10.)	Certified As-Builts	<u>\$ 5,000</u>
SUBTOTAL		\$ 1,435,536
Multiplied by		<u>1.25</u>
TOTAL ESCROW (P1A):		\$ 1,794,420
11.)	Individual Lot Turf Establishment (\$1,250 per lot x 55 lots)	+\$68,750
LESS CREDIT FOR GRADING:		-\$53,000
FINAL AMOUNT OF ESCROW:		\$1,810,170

EXHIBIT F-1 continued
ESCROW CALCULATION FOR PHASE 1A IMPROVEMENTS
(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:

- \$115,500 City inspection and engineering consultant fees (\$2,100/lot x 55 lots)
- \$ 74,000 EOR review and construction services fees
- \$ 2,500 Stantec Water Modeling Fee
- \$ 7,500 Bolton & Menk Sanitary Engineering Services
- \$ 3,584 WSB Traffic Engineering Services
- **\$203,084 TOTAL**

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

Subject to the paragraphs below dealing with Escrow Retainage Amount and native vegetative maintenance, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, turf establishment, vegetative establishment, and plat landscaping within the PLAT. 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 Amount when all of the following have occurred:

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all lots in the plat; and
- c.) All lots in the plat meet the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation, with respect to infiltration basins and storm water facilities, has been fully established and maintained for three growing years to the reasonable satisfaction of the City.

The Engineering Escrow Amount shall maintain a minimum amount of \$8,500 per acre (3.11 acres x \$8,500 per acre x 3 years) for a total of \$79,305 for native vegetative maintenance for three growing years past installation. The City's current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

See Section 14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS for Individual Lot Turf Establishment requirements and letter of credit reduction process.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT F-2
ESCROW CALCULATION
FOR PHASE 1B IMPROVEMENTS

Prior to the DEVELOPER beginning construction of the PHASE 1B IMPROVEMENTS, the DEVELOPER shall provide written notice to the City Engineer that the DEVELOPER is proceeding to construct the PHASE 1B IMPROVEMENTS. The City Engineer shall at that time review the PHASE 1A IMPROVEMENTS to determine substantial completion (80-85%) and shall review the existing letter of credit for the PHASE 1A IMPROVEMENTS to determine whether there are sufficient escrowed funds to cover the PHASE 1B IMPROVEMENTS or whether the DEVELOPER will need to provide a new letter of credit for the PHASE 1B IMPROVEMENTS.

The escrow calculation for the PHASE 1B IMPROVEMENTS is as follows:

1.)	Site Grading, Drainage and Erosion Control	\$ 130,090
2.)	Retaining Walls	\$ 17,050
3.)	Sanitary Sewer	\$ 96,465
4.)	Watermain	\$ 85,481
5.)	Storm Sewer	\$ 77,939
6.)	Street Construction	\$ 200,720
7.)	Local Cost to Access Argenta Trail	\$ 50,000
8.)	Street Lights	\$ 5,000
9.)	Landscaping	\$ 46,706
10.)	Construction debris clean up	\$ 5,000
11.)	Certified As-Builts	<u>\$ 5,000</u>
	SUBTOTAL	\$ 719,451
	Multiplied by	<u>1.25</u>
	TOTAL ESCROW (P1B):	\$ 899,313

12.)	Individual Lot Turf Establishment	+\$ 17,500
	(\$1,250 per lot x 14 lots)	
FINAL AMOUNT OF ESCROW:		\$ 916,813

EXHIBIT F-2 continued
ESCROW CALCULATION FOR PHASE 1B IMPROVEMENTS
(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:

- \$ 29,400 City inspection and engineering consultant fees (\$2,100/lot)
- **\$ 29,400** **TOTAL**

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

Subject to the paragraphs below dealing with Escrow Retainage Amount and native vegetative maintenance, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, turf establishment, vegetative establishment, and plat landscaping within the PLAT. 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 Amount when all of the following have occurred:

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all lots in the plat; and
- c.) All lots in the plat meet the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation, with respect to infiltration basins and storm water facilities, has been fully established and maintained for three growing years to the reasonable satisfaction of the City.

The Engineering Escrow Amount shall maintain a minimum amount of \$ 29,400 for native vegetative maintenance for three growing years past installation. The City’s current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

See section 15.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS for Individual Lot Turf Establishment requirements and letter of credit reduction process.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT F-3
ESCROW CALCULATION
FOR PHASE 2 IMPROVEMENTS

Prior to the DEVELOPER beginning construction of the PHASE 2 IMPROVEMENTS, the DEVELOPER shall provide written notice to the City Engineer that the DEVELOPER is proceeding to construct the PHASE 2 IMPROVEMENTS. The City Engineer shall at that time review the PHASE 1B IMPROVEMENTS to determine substantial completion (80-85%) and shall review the existing letter of credit for the PHASE 1B IMPROVEMENTS to determine whether there are sufficient escrowed funds to cover the PHASE 2 IMPROVEMENTS or whether the DEVELOPER will need to provide a new letter of credit for the PHASE 2 IMPROVEMENTS.

The escrow calculation for the PHASE 2 IMPROVEMENTS is as follows:

1.)	Site Grading, Drainage and Erosion Control	\$ 208,144
2.)	Retaining Walls	\$ 226,875
3.)	Sanitary Sewer	\$ 154,344
4.)	Watermain	\$ 136,770
5.)	Storm Sewer	\$ 124,703
6.)	Street Construction	\$ 321,153
7.)	Street Lights	\$ 20,000
8.)	Landscaping	\$ 74,730
9.)	Construction debris clean up	\$ 5,000
10.)	Certified As-Builts	<u>\$ 5,000</u>
	SUBTOTAL	\$ 1,276,719
	Multiplied by	<u>1.25</u>
	TOTAL ESCROW (P2):	\$ 1,595,898
11.)	Individual Lot Turf Establishment (\$1,250 per lot x 21 lots)	+\$26,250

FINAL AMOUNT OF ESCROW: \$1,622,148

EXHIBIT F-3 continued
ESCROW CALCULATION FOR PHASE 2 IMPROVEMENTS
(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:

- \$ 44,100 City inspection and engineering consultant fees (\$2,100/lot)
- **\$ 44,100** **TOTAL**

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

Subject to the paragraphs below dealing with Escrow Retainage Amount and native vegetative maintenance, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, turf establishment, vegetative establishment, and plat landscaping within the PLAT. 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 Amount when all of the following have occurred:

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all lots in the plat; and
- c.) All lots in the plat meet the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation, with respect to infiltration basins and storm water facilities, has been fully established and maintained for three growing years to the reasonable satisfaction of the City.

The Engineering Escrow Amount shall maintain a minimum amount of \$ 44,100 for native vegetative maintenance for three growing years past installation. The City’s current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

See section 16.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS for Individual Lot Turf Establishment requirements and letter of credit reduction process.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT F-4
ESCROW CALCULATION
FOR PHASE 3 IMPROVEMENTS

Prior to the DEVELOPER beginning construction of the PHASE 3 IMPROVEMENTS, the DEVELOPER shall provide written notice to the City Engineer that the DEVELOPER is proceeding to construct the PHASE 3 IMPROVEMENTS. The City Engineer shall at that time review the PHASE 2 IMPROVEMENTS to determine substantial completion (80-85%) and shall review the existing letter of credit for the PHASE 2 IMPROVEMENTS to determine whether there are sufficient escrowed funds to cover the PHASE 3 IMPROVEMENTS or whether the DEVELOPER will need to provide a new letter of credit for the PHASE 3 IMPROVEMENTS.

The escrow calculation for the PHASE 3 IMPROVEMENTS is as follows:

1.)	Site Grading, Drainage and Erosion Control	\$ 242,834
2.)	Retaining Walls	\$ -0-
3.)	Sanitary Sewer	\$ 180,068
4.)	Watermain	\$ 159,565
5.)	Storm Sewer	\$ 145,487
6.)	Street Construction	\$ 374,678
7.)	Local Cost to Access 70 th Street	\$ 25,000
8.)	Street Lights	\$ 15,000
9.)	Landscaping	\$ 87,185
10.)	Construction debris clean up	\$ 5,000
110.)	Certified As-Builts	<u>\$ 5,000</u>
SUBTOTAL		\$1,239,817
Multiplied by		<u>1.25</u>
TOTAL ESCROW (P3):		\$ 1,549,771

12.)	Individual Lot Turf Establishment	+\$ 42,500
	(\$1,250 per lot x 34 lots)	
FINAL AMOUNT OF ESCROW:		\$1,592,271

EXHIBIT F-4 continued
ESCROW CALCULATION FOR PHASE 3 IMPROVEMENTS
(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:

- \$ 71,400 City inspection and engineering consultant fees (\$2,100/lot)
- **\$ 71,400** **TOTAL**

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

Subject to the paragraphs below dealing with Escrow Retainage Amount and native vegetative maintenance, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, turf establishment, vegetative establishment, and plat landscaping within the PLAT. 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 Amount when all of the following have occurred:

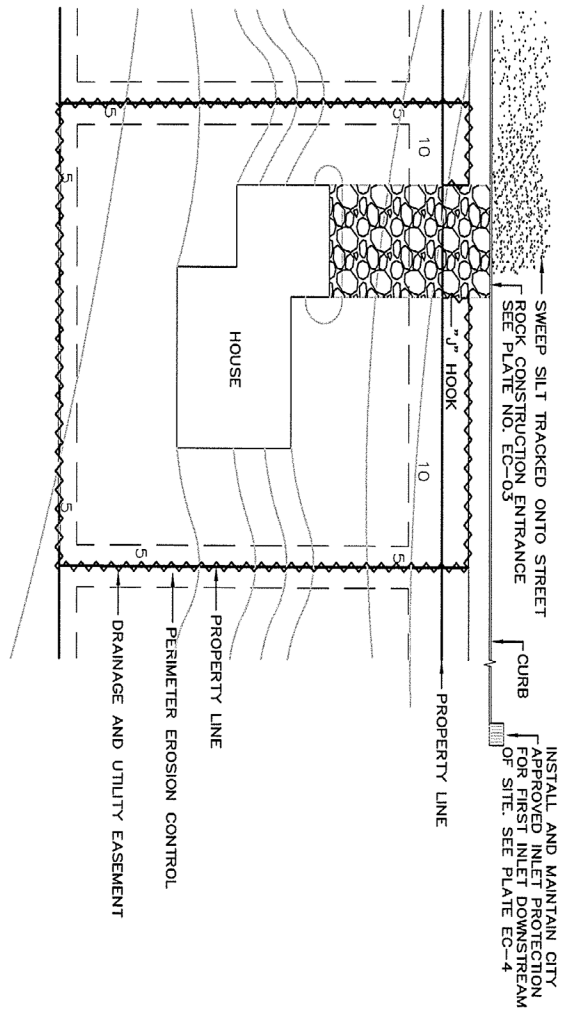
- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for all lots in the plat; and
- c.) All lots in the plat meet the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the infiltration basins and storm water facilities located within the PLAT; and
- e.) Native vegetation, with respect to infiltration basins and storm water facilities, has been fully established and maintained for three growing years to the reasonable satisfaction of the City.

The Engineering Escrow Amount shall maintain a minimum amount of \$8,500 per acre (2.64 acres x \$8,500 per acre x 3 years) for a total of \$67,320 for native vegetative maintenance for three growing years past installation. The City’s current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

See section 17.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS for Individual Lot Turf Establishment requirements and letter of credit reduction process.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

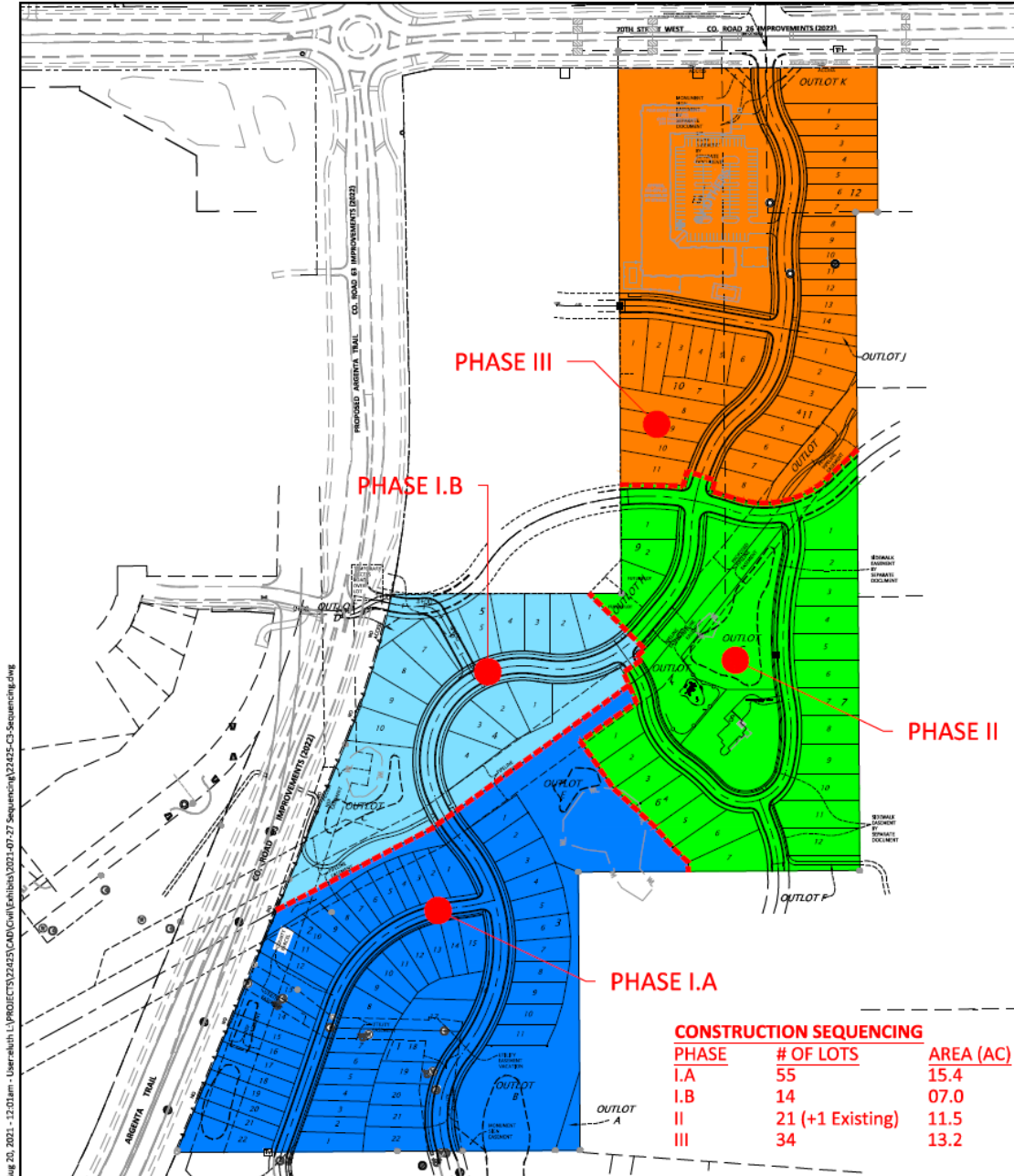
EXHIBIT G **LOT EROSION CONTROL REQUIREMENTS**



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDED WOOD MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
 9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
 10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
 11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

	EROSION CONTROL FOR RESIDENTIAL LOTS	
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11
PLATE NO. EC-01		

EXHIBIT H PHASING PLAN



**BUILDER'S LOT GROUP
PELTIER RESERVE
INVER GROVE HEIGHTS
CONSTRUCTION SEQUENCING EXHIBIT**

Designed: ETL
Drawn: JEB
Approved: ETL
Issued: 08/19/2021
Rev.:
Date:

Exhibit Number

A

Project No. 22425

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

RESOLUTION NO. _____

**RESOLUTION APPROVING ENCROACHMENT AGREEMENTS FOR MONUMENT
SIGNAGE, ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT AREA**

WHEREAS, the City is the holder of drainage and utility easements located on several of the outlots within the Peltier Reserve Development; and

WHEREAS, Developer proposes to install various monument signage, landscaping, and other Association Improvements within the City easement area located on several of the outlots within the Peltier Reserve Development; and

WHEREAS, the City Council finds the attached encroachment agreements for association improvements within City Outlots to be acceptable to the City.

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

1. The City Council hereby approves the attached Encroachment Agreements for Improvements within City Easement Areas within various outlots located in the Peltier Reserve development and authorizes execution of the same by the Mayor and City Clerk.

Passed this 25th day of October, 2021.

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk

**AGREEMENT RELATING TO ASSOCIATION
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 1, BLOCK 13, PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 1, BLOCK 13, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 1st day of October, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Builders Lot Group, LLC (hereafter referred to as “Landowner”) and Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 Landowner. “Landowner” means Builders Lot Group, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Association. “Association” means Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and its successors and assigns.

1.5 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached Exhibit A.

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

The permanent drainage and utility easement on the Subject Land dedicated to the City on the recorded plat of Peltier Reserve, Dakota County, Minnesota.

1.7 Association Improvements. “Association Improvements” means the private monument sign bearing the name Peltier Reserve, landscaping, plantings, irrigation facilities and lighting relating to the monument sign located on the Subject Land lying within a portion of the City Easement that is also lying within the Association Monument Area.

1.8 Association Monument Area. “Association Monument Area” means the area depicted and described on the Construction Plan and depicted and described in the Association Monument Easement showing the area where the Association Improvements will be located.

1.9 Association Monument Easement. “Association Monument Easement” means that certain Entrance Monument Easement Agreement between the Landowner and the Association whereby Landowner has granted Association an easement right to locate Association Improvements on the Subject Land within the Association Monument Area.

1.10 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.11 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Association Improvements and subsequently replacing the Association Improvements in the City Easements, if such costs have not already been paid by the Association.

1.12 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Association Improvements did not exist.

1.13 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Association Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on

the Association. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.14 Construction Plan. "Construction Plan" means the depiction attached hereto as **Exhibit B** which identifies the location of the Association Improvements within the City Easement on the Subject Land. The Construction Plan is on file with the City.

1.15 Residential Lots. "Residential Lots" means individually and collectively all of the lots described on the attached **Exhibit C**.

1.16 Residential Owners. "Residential Owners" means the fee title owners of the Residential Lots.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner is the fee title owner of the Subject Land. Landowner is currently the fee title owner of the Residential Lots.

Recital No. 2. By the Association Monument Easement, the Association has received an easement from the Landowner to locate Association Improvements on the Subject Land within the Association Monument Area.

Recital No. 3. The Residential Lots will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of the Residential Lots will be members of the Association.

Recital No. 4 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 5. Landowner and Association have requested permission from the City to construct the Association Improvements within the City Easement lying within the Association Monument Area.

Recital No. 6. The Association Improvements benefit and serve the Residential Owners and the Residential Lots.

Recital No. 7. The Residential Owners will be members of the Association.

Recital No. 8. Subject to the terms of this Agreement, the City is willing to allow the Association Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Association agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City

Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

- b.) The City has the right to temporarily remove the Association Improvements from the City Easement in the event the City has need to access the area where the Association Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- c.) The City has the right to modify the Association Improvements if the Association Improvements materially interfere with the City Easement Improvements.

ARTICLE 3 **AGREEMENTS**

3.1 Construction and Maintenance. The Association Improvements may be constructed by Landowner, at Landowner's cost or by the Association at Association's cost, within the City Easement pursuant to the approved Construction Plan and pursuant to the Development Contract between the Landowner and City dated October 1, 2021. The Association Improvements shall only be constructed at the locations specified in the Construction Plan and specified in the Association Monument Area.

The Association shall perpetually maintain, replace and repair the Association Improvements at Association's sole cost and expense. City shall have no obligations with respect to the maintenance of the Association Improvements.

The Association, at its expense, may remove the Association Improvements from the Association Monument Area. If the Association so removes the Association Improvements, the Association at its expense, shall restore the Association Monument Area so that the Association Monument Area is compatible with and in the same condition as the remainder of the Subject Land.

3.2 City Not Responsible for Association Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Association Improvements.

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

3.4 Subordinate Position of Association Improvements. The Association Monument Easement and the Association Improvements in the City Easement are subordinate to the rights of the City in the City Easement and in the City Easement Improvements. The use of the Association Monument Area for the Association Improvements is subordinate to the City Easement.

3.5 Risk of Loss. The Landowner and Association understand and agree that the Association Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Association for such events. The Landowner and the Association assume the risk of installing the Association Improvements in the City Easement.

3.6 Cost of Relocating Association Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Association, the Association, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Association does not perform such work, the City may temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.7 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Association shall pay the Cost Differential to the City. The Association must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Association.

3.8 Modifications to Association Improvements. If in the future the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Association, the Association shall, within thirty (30) days after such notice, make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

If the Association does not perform such work and if the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

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

3.10 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the obligations contained in Article 3 if the Association does not perform such obligations.

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

3.12 Recording. This Agreement may be recorded by the City with the Dakota County Recorder against the Subject Land and Residential Lots.

3.13 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and the Residential Lots and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Residential Owners in the Residential Lots acquired by the Residential Owners after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

3.17 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 25th day of October, 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:
BUILDERS LOT GROUP, LLC**

By: _____
Melvin L. Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of October, 2021, before me a Notary Public within and for said County, personally appeared Melvin L. Moore and Steven Soltau, to me personally known, who being by me duly sworn, each did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION:
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of October, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation and said _____ acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Lot 1, Block 13, Peltier Reserve, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN

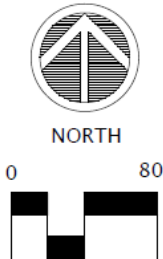
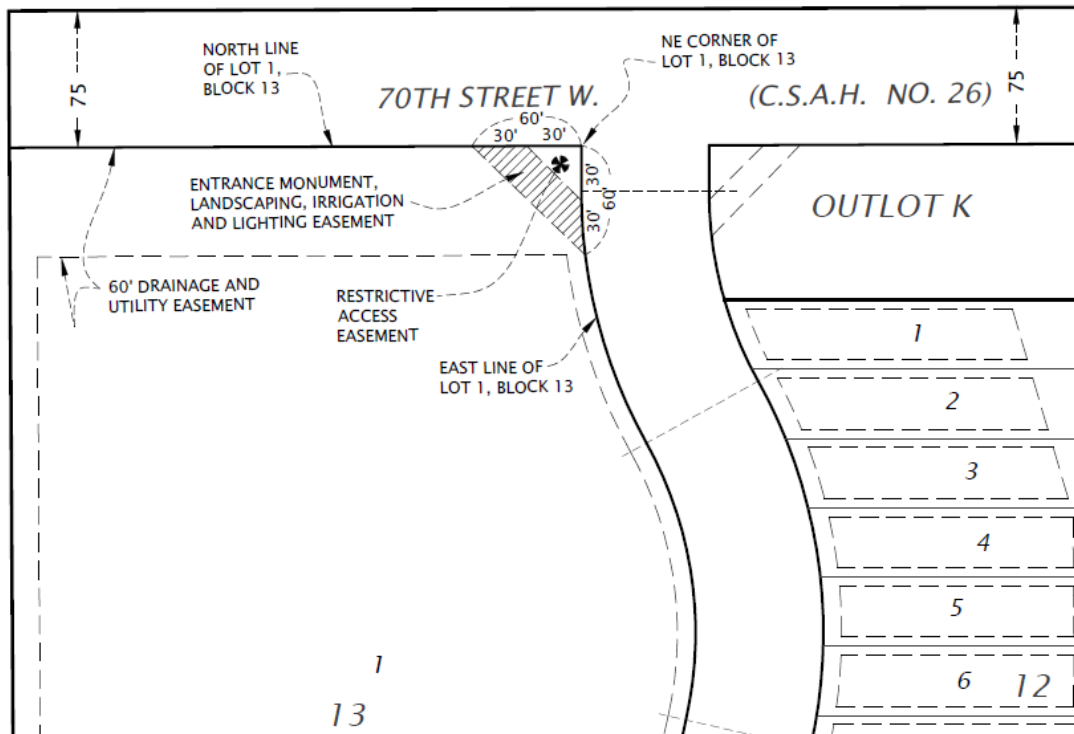


EXHIBIT __
ENTRANCE MONUMENT,
LANDSCAPING, IRRIGATING AND
LIGHTING EASEMENT FOR THE BENEFIT
OF PELTIER RESERVE HOA

/// DENOTES
EASEMENT
AREAS



An easement for entrance monument, landscaping, irrigation and lighting purposes for the benefit of the PELTIER RESERVE HOA over and across that part of Lot 1, Block 13, PELTIER RESERVE, Dakota County, Minnesota, described as BEGINNING at a point on the north line of said Lot 1 distant 30.00 westerly of the northeast corner thereof; thence westerly along the north line of said Lot 1 a distance of 30.00 feet; thence southeasterly to a point on the easterly line of said Lot 1 distant 60.00 feet southerly of said northeast corner; thence northerly along said east line a distance of 30.00 feet; thence northwesterly to the POINT OF BEGINNING.

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.

Daniel L. Thurmes
DANIEL L. THURMES
License No. 25718

Date 8-6-21

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8999
dan@cssurvey.net

CORNERSTONE
LAND SURVEYING, INC

EXHIBIT C
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota;
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota;

For purposes of this Agreement, Residential Lots shall not include the following lots in the plat of Peltier Reserve:

**Lot 1, Block 8, Peltier Reserve, Dakota County, Minnesota; and
Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota.**

Further, for purposes of this Agreement, Residential Lots shall not include Lot 6, Block 5, Peltier Reserve until such time as a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve. Once a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve, then Lot 6, Block 5, Peltier Reserve shall be included in the definition of Residential Lots.

**MONUMENT EASEMENT AGREEMENT RELATING TO ASSOCIATION
IMPROVEMENTS WITHIN CITY EASEMENT ON
OUTLOT B, PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS MONUMENT EASEMENT AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT B, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 1st day of October, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Builders Lot Group, LLC (hereafter referred to as “Landowner”) and Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 Landowner. “Landowner” means Builders Lot Group, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Association. “Association” means Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and its successors and assigns.

1.5 Subject Land. “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached Exhibit A.

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

The permanent drainage and utility easement on the Subject Land dedicated to the City on the recorded plat of Peltier Reserve, Dakota County, Minnesota.

1.7 Association Improvements. “Association Improvements” means the private monument sign bearing the name Peltier Reserve, landscaping, plantings, irrigation facilities and lighting related to the monument sign located on the Subject Land lying within a portion of the City Easement that is also lying within the Association Monument Area.

1.8 Association Monument Area. “Association Monument Area” means the area depicted and described on the Construction Plan (Exhibit B).

1.9 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.10 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Association Improvements and subsequently replacing the Association Improvements in the City Easements, if such costs have not already been paid by the Association.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Association Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Association Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Association. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.13 Construction Plan. “Construction Plan” means the depiction attached hereto as **Exhibit B** which identifies and describes the location of the Association Improvements within the City Easement on the Subject Land. The Construction Plan is on file with the City.

1.14 Residential Lots. “Residential Lots” means individually and collectively all of the lots described on the attached **Exhibit C**.

1.15 Residential Owners. “Residential Owners” means the fee title owners of the Residential Lots.

ARTICLE 2 **RECITALS**

Recital No. 1. City is the fee title owner of the Subject Land. Landowner is currently the fee title owner of the Residential Lots.

Recital No. 2. The Residential Lots will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of the Residential Lots will be members of the Association.

Recital No. 3. The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 4. Landowner and Association have requested permission from the City to construct the Association Improvements within the City Easement and within the Association Monument Area.

Recital No. 5. The Association Improvements benefit and serve the Residential Owners and the Residential Lots.

Recital No. 6. The Residential Owners will be members of the Association.

Recital No. 7. Subject to the terms of this Agreement, the City is willing to allow the Association Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Association agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- b.) The City has the right to temporarily remove the Association Improvements from the City Easement in the event the City has need to access the area where the Association Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- c.) The City has the right to modify the Association Improvements if the Association Improvements materially interfere with the City Easement Improvements.

ARTICLE 3
EASEMENT AND AGREEMENTS

3.1 Easement Construction and Maintenance. The City hereby grants and conveys to the Association and its successors and assigns a perpetual easement over, under, across, upon and through the Association Monument Area for the purposes of constructing, erecting, placing, using, replacing, maintaining and repairing the Association Improvements. The monument sign shall only bear the name Peltier Reserve.

The Association Improvements may be constructed by Landowner, at Landowner's cost or by the Association at Association's cost, within the City Easement pursuant to the approved Construction Plan and pursuant to the Development Contract between the Landowner and City dated October 1, 2021. The Association Improvements shall only be constructed at the location specified in the Construction Plan and specified in the Association Monument Area.

The Association shall perpetually maintain, replace and repair the Association Improvements at Association's sole cost and expense. City shall have no obligations with respect to the maintenance of the Association Improvements.

The Association, at its expense, may remove the Association Improvements from the Association Monument Area. If the Association so removes the Association Improvements, the Association at its expense, shall restore the Association Monument Area so that the Association Monument Area is compatible with and in the same condition as the remainder of the Subject Land.

3.2 City Not Responsible for Association Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Association Improvements.

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

3.4 Subordinate Position of Association Improvements. The Association Monument Easement and the Association Improvements in the City Easement are subordinate to the rights of the City in the City Easement and in the City Easement Improvements. The use of the Association Monument Area for the Association Improvements is subordinate to the City Easement.

3.5 Risk of Loss. The Landowner and Association understand and agree that the Association Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Association for such events. The Landowner and the Association assume the risk of installing the Association Improvements in the City Easement.

3.6 Cost of Relocating Association Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Association, the Association, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Association does not perform such work, the City may temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.7 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Association shall pay the Cost Differential to the City. The Association must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Association.

3.8 Modifications to Association Improvements. If in the future the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Association, the Association shall, within thirty (30) days after such notice, make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

If the Association does not perform such work and if the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

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

3.10 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the obligations contained in Article 3 if the Association does not perform such obligations.

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

3.12 Recording. This Agreement may be recorded by the City with the Dakota County Recorder against the Subject Land and Residential Lots.

3.13 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and the Residential Lots and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Residential

Owners in the Residential Lots acquired by the Residential Owners after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

3.17 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of October, 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:
BUILDERS LOT GROUP, LLC**

By: _____
Melvin L. Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of October, 2021, before me a Notary Public within and for said County, personally appeared Melvin L. Moore and Steven Soltau, to me personally known, who being by me duly sworn, each did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION:
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of October, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation and said _____ acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

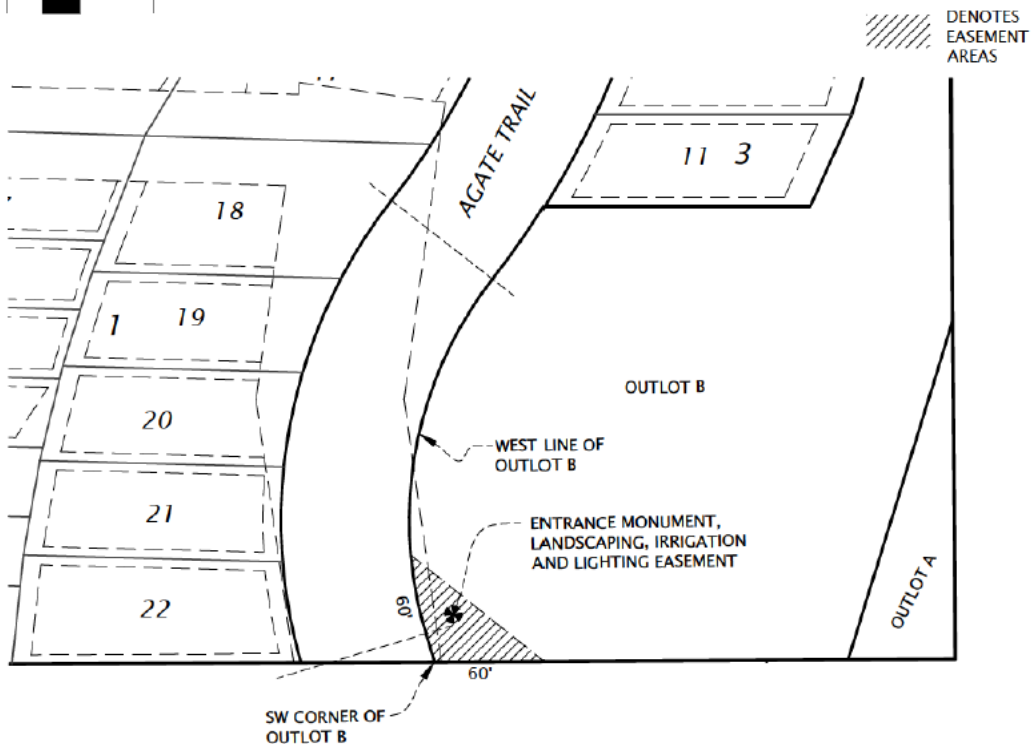
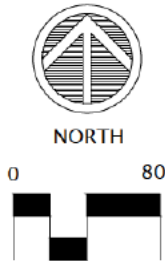
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Outlot B, Peltier Reserve, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN

EXHIBIT __
**ENTRANCE MONUMENT,
LANDSCAPING, IRRIGATING AND
LIGHTING EASEMENT FOR THE BENEFIT
OF PELTIER RESERVE HOA**



An easement for entrance monument, landscaping, irrigation and lighting purposes for the benefit of the PELTIER RESERVE HOA over and across that part of Outlot B, PELTIER RESERVE, Dakota County, Minnesota, described as BEGINNING at the southwest corner of said Outlot B, thence easterly along the south line of said Outlot B a distance of 60.00 feet; thence northwesterly to a point on the westerly line of said Outlot B distant 60.00 feet northerly of said southwest corner; thence southerly 60.00 feet to the POINT OF BEGINNING.

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.
Daniel L. Thurmes
DANIEL L. THURMES
License. No. 25718
Date 10-20-21

Suite #200
1970 Northwestern Ave.
Stillwater, MN 55082
Phone 651.275.8969
dan@essurvey.net
CORNERSTONE
LAND SURVEYING, INC.

EXHIBIT C
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota;
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota;

For purposes of this Agreement, Residential Lots shall not include the following lots in the plat of Peltier Reserve:

**Lot 1, Block 8, Peltier Reserve, Dakota County, Minnesota; and
Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota.**

Further, for purposes of this Agreement, Residential Lots shall not include Lot 6, Block 5, Peltier Reserve until such time as a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve. Once a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve, then Lot 6, Block 5, Peltier Reserve shall be included in the definition of Residential Lots.

**AGREEMENT RELATING TO ASSOCIATION
IMPROVEMENTS WITHIN CITY EASEMENT ON
OUTLOT D, PELTIER RESERVE,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO ASSOCIATION IMPROVEMENTS WITHIN CITY EASEMENT ON OUTLOT D, PELTIER RESERVE, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 1st day of October, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Builders Lot Group, LLC (hereafter referred to as “Landowner”) and Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as “Association”). 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 **Landowner.** “Landowner” means Builders Lot Group, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Association.** “Association” means Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and its successors and assigns.

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

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

The permanent drainage and utility easement on the Subject Land dedicated to the City on the recorded plat of Peltier Reserve, Dakota County, Minnesota.

1.7 Association Improvements. “Association Improvements” means the private monument sign bearing the name Peltier Reserve, landscaping, plantings, irrigation facilities and lighting related to the monument sign located on the Subject Land lying within a portion of the City Easement that is also lying within the Association Monument Area.

1.8 Association Monument Area. “Association Monument Area” means the area depicted on the Construction Plan showing the area where the Association Improvements will be located.

1.9 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.10 City Right-of-Way Costs. “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Association Improvements and subsequently replacing the Association Improvements in the City Easements, if such costs have not already been paid by the Association.

1.11 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Association Improvements did not exist.

1.12 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Association Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Association. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

1.13 Construction Plan. “Construction Plan” means the depiction attached hereto as **Exhibit B** which identifies and describes the location of the Association Improvements within the City Easement on the Subject Land. The Construction Plan is on file with the City.

1.14 Residential Lots. “Residential Lots” means individually and collectively all of the lots described on the attached **Exhibit C**.

1.15 Residential Owners. “Residential Owners” means the fee title owners of the Residential Lots.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner is the fee title owner of the Subject Land. Landowner is currently the fee title owner of the Residential Lots.

Recital No. 2. Landowner intends to convey the Subject Land to the Association and Landowner intends to convey the Residential Lots to the Residential Owners.

Recital No. 3. The Subject Land and Residential Lots will be subject to the covenants, obligations, restrictions and easements that govern the Association and the fee owners of the Residential Lots will be members of the Association.

Recital No. 4 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 5. Landowner and Association have requested permission from the City to construct the Association Improvements within the City Easement lying within the Association Monument Area.

Recital No. 6. The Association Improvements benefit and serve the Residential Owners and the Residential Lots.

Recital No. 7. The Residential Owners will be members of the Association.

Recital No. 8. Subject to the terms of this Agreement, the City is willing to allow the Association Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Association agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- b.) The City has the right to temporarily remove the Association Improvements from the City Easement in the event the City has need to access the area where the Association Improvements exist in order for the City to inspect, repair, maintain,

and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.

- c.) The City has the right to modify the Association Improvements if the Association Improvements materially interfere with the City Easement Improvements.

ARTICLE 3 **AGREEMENTS**

3.1 Construction and Maintenance. The Association Improvements may be constructed by Landowner, at Landowner's cost or by the Association at Association's cost, within the City Easement pursuant to the approved Construction Plan and pursuant to the Development Contract between the Landowner and City dated October 1, 2021. The Association Improvements shall only be constructed at the location specified in the Construction Plan and specified in the Association Monument Area.

The Association shall perpetually maintain, replace and repair the Association Improvements at Association's sole cost and expense. City shall have no obligations with respect to the maintenance of the Association Improvements.

The Association, at its expense, may remove the Association Improvements from the Association Monument Area. If the Association so removes the Association Improvements, the Association at its expense, shall restore the Association Monument Area so that the Association Monument Area is compatible with and in the same condition as the remainder of the Subject Land.

3.2 City Not Responsible for Association Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Association Improvements.

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

3.4 Subordinate Position of Association Improvements. The Association Improvements in the City Easement are subordinate to the rights of the City in the City Easement and in the City Easement Improvements. The use of the Association Monument Area for the Association Improvements is subordinate to the City Easement.

3.5 Risk of Loss. The Landowner and the Association understand and agree that the Association Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Association for such events. The Landowner and the Association assume the risk of installing the Association Improvements in the City Easement.

3.6 Cost of Relocating Association Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

Upon thirty (30) days advance written notice from the City to the Association, the Association, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Association does not perform such work, the City may temporarily remove and subsequently replace the Association Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

3.7 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Association shall pay the Cost Differential to the City. The Association must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Association.

3.8 Modifications to Association Improvements. If in the future the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Association, the Association shall, within thirty (30) days after such notice, make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

If the Association does not perform such work and if the City reasonably determines that the Association Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Association Improvements. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Association Improvements.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Association. The Association must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

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

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

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

3.10 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the obligations contained in Article 3 if the Association does not perform such obligations.

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

3.12 Recording. This Agreement may be recorded by the City with the Dakota County Recorder against the Subject Land and Residential Lots.

3.13 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and the Residential Lots and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Residential

Owners in the Residential Lots acquired by the Residential Owners after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

3.17 Headings. The subject headings of the sections this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 25th day of October, 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:
BUILDERS LOT GROUP, LLC**

By: _____
Melvin L. Moore
Its: Chief Executive Officer and Co-Chief Manager

By: _____
Steven Soltau
Its: Chief Financial Officer and Co-Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of October, 2021, before me a Notary Public within and for said County, personally appeared Melvin L. Moore and Steven Soltau, to me personally known, who being by me duly sworn, each did say that they are respectively the Chief Executive Officer and Co-Chief Manager and Chief Financial Officer and Co-Chief Manager of Builders Lot Group, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed by Melvin L. Moore and Steven Soltau on behalf of Builders Lot Group, LLC by authority of the Board of Governors of Builders Lot Group, LLC.

Notary Public

**ASSOCIATION:
PELTIER RESERVE HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of October, 2021, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the President of Peltier Reserve Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Peltier Reserve Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation and said _____ acknowledged said instrument to be the free act and deed of Peltier Reserve Homeowners Association, Inc.

Notary Public

This instrument was drafted by:

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

After recording, please return to:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Outlot D, Peltier Reserve, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
CONSTRUCTION PLAN

EXHIBIT C
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 22, Block 1, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 22, Block 2, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 3, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 4, Block 4, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 10, Block 5, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 7, Block 6, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 12, Block 7, Peltier Reserve, Dakota County, Minnesota;
Lots 1 and 2, Block 9, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 11, Block 10, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 8, Block 11, Peltier Reserve, Dakota County, Minnesota;
Lots 1 through 14, Block 12, Peltier Reserve, Dakota County, Minnesota;

For purposes of this Agreement, Residential Lots shall not include the following lots in the plat of Peltier Reserve:

**Lot 1, Block 8, Peltier Reserve, Dakota County, Minnesota; and
Lot 1, Block 13, Peltier Reserve, Dakota County, Minnesota.**

Further, for purposes of this Agreement, Residential Lots shall not include Lot 6, Block 5, Peltier Reserve until such time as a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve. Once a certificate of occupancy is issued by the City for Lot 6, Block 5, Peltier Reserve, then Lot 6, Block 5, Peltier Reserve shall be included in the definition of Residential Lots.

**Request for Council Action**

TITLE: Resolution Approving the 2022 Medical and Dental Insurance Premiums and Contribution Rates

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	October 25, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	X
Contact:	Janet Shefchik, HR Manager	Budget amendment requested	
Prepared by:	Janet Shefchik, HR Manager	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approximately 165 union and non-union employees have City benefits. The City contributes toward employee monthly medical insurance premiums, Flexible ("cafeteria plan") Compensation that is used toward the employee portion of various elected benefits, and either a health savings account (HSA) or health reimbursement account (HRA), to help offset the high deductibles associated with those plans. The City's contribution rates have been negotiated into all current union contracts, which run from 1/1/21 to 12/31/22. Additionally, the City's approved contributions toward non-union employees' insurance, follow that of the union groups.

As a minimum of single medical coverage is required by the City, the City contributes 100% toward single coverage in either the HSA or HRA plans. The main reason the City requires this coverage is because a larger group of participants generally equates to more stable premiums. This has historically proved true for the City. State statute also dictates that employer required benefits must be 100% employer paid.

In 2020, the City had secured a rate cap guarantee from HealthPartners, that the insurance premiums for 2021 would not exceed a 7% increase. Thankfully, the actual rates based on our claims, came in at a 7.6% reduction over 2020. A reduction, especially one of this size, is a rarity. Since the City had budgeted for a 7% increase, it was able to capture savings on its contributions to the required single coverage, as well as to pass the full premium reduction on to those employees with single plus one or family coverage, and still come in well under budget for 2021.

The actual HealthPartners premiums for 2022 had not been determined at the settling of the current union contracts; however, HealthPartners had also guaranteed the City a "not to exceed 9%" increase for 2022. Because it was anticipated that the 2021 reduction and 2022 increase would essentially be offsetting, the City was able to negotiate flat employer premium contribution rates for both years of the 2021-2022 union contracts.

Fortunately, the final proposed HealthPartners medical premiums for 2022 have since been calculated at an approximate 5.3% increase overall, resulting in premiums that are still lower than 2020 (a 7.6% reduction in 2021 followed by a 5.3% increase in 2022 is still a slight reduction overall). This benefits both the City and its employees.

As insurance rates and deductibles continue to be especially cost prohibitive for single plus one and family coverage, the City analyzed what could be done in the short-term to alleviate some of the increasing burden for employees with dependents. Upon further analysis, it was determined that one reasonably cost-effective way to do so, would be to elevate the City's monthly Flexible Compensation for single plus one and family coverage, to be equal to that for single coverage for all plans. This can be accomplished during the existing union contracts via a Memorandum of Understanding.

The City plans to convene the benefits committee (comprised of union representatives) in the fall of 2022, to further discuss proposed medical insurance and rates. It is hoped this will address the unions' requests to have more input in the process, as it will occur at around the same time as the City and unions prepare to negotiate for 2023 and beyond.

While the City does not contribute directly toward dental insurance premiums, it also negotiated a 0% increase with HealthPartners for dental premiums for 2022. Additionally, as the City has a long standing relationship with HealthPartners, they have again agreed to a rate cap of "not to exceed 9%" for medical premiums in 2023.

In summary, the proposed 2022 medical premium rates represent an approximate 5.3% increase to the City's contribution for single medical premiums, and flat premium contribution rates for other coverage levels. The proposed City contributions for 2022 also include an increase to the Flexible Compensation for single plus one and family coverage, making it equal to that of single coverage for all plans. As a 9% overall increase was planned for, the City can afford this increase within the amount allocated for health insurance in the 2022 preliminary budget. Therefore, staff recommends Council approval of the Proposed 2022 Medical and Dental Plan rates, as detailed in the attachment. If approved, the City plans to hold its 2022 Open Enrollment from October 27 to November 12, 2021.

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

RESOLUTION NO. 2021-

**RESOLUTION APPROVING THE 2022 MEDICAL AND DENTAL INSURANCE
PREMIUMS AND CONTRIBUTION RATES**

WHEREAS, the City of Inver Grove Heights provides group medical and dental insurance for its benefit eligible employees; and

WHEREAS, the City utilizes the broker services of NFP to negotiate benefits, coverages and rates, that aid in the health and retention of City employees; and

WHEREAS, the City has a long-standing relationship with HealthPartners as its medical and dental insurance provider; and

WHEREAS, HealthPartners has proposed 2022 premium increases that are fair and in keeping with the previous rate guarantees for medical insurance and proposed no increases for 2022 dental insurance.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby approves the medical and dental insurance premiums and City contribution rates as indicated in the attached Proposed City of Inver Grove Heights 2022 Medical Plan Designs and 2022 Schedule of Dental Benefits, which will be effective for the plan year beginning January 1, 2022, through December 31, 2022.

Passed by the City Council of Inver Grove Heights this 25th day of October 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

PROPOSED CITY OF INVER GROVE HEIGHTS 2022 MEDICAL PLAN DESIGNS

Medical Plans Summary of Coverage:	250/25 Plan (not open to new enrollees)		Health Reimbursement Acct (HRA/VEBA)		Health Savings Acct (HSA)	
City's <u>Annual</u> HRA/HSA Contribution:	N/A	N/A	\$1,332 Single/S+1/Family^		\$1,332 Single/S+1/Family^	
In-Network Benefits (Lifetime Maximum is unlimited)						
Annual Deductible:	\$250/person	\$750/family	\$2,000/person	\$4,000/family	\$2,800/person	\$5,600/family
Out-of-Pocket Max:	\$1,500/person	\$3,000/family	\$2,000/person	\$4,000/family	\$2,800/person	\$5,600/family
Routine Preventive Care:	You pay nothing		You pay nothing		You pay nothing	
Office Visits:	\$25 copay		You pay nothing after deductible		You pay nothing after deductible	
Online Care:	No charge first 3 visits \$10 copay after		No charge first 3 visits, ded. then \$0		You pay nothing after deductible	
Hospitalization: (Inpatient/Outpatient)	You pay 20% after deductible		You pay nothing after deductible		You pay nothing after deductible	
Prescription Drugs: (Copays based on retail Formulary Rx)	\$12 Generic /\$24 Brand		\$15 Generic/ \$25 Brand		100% after ded	
Urgent Care/Emergency Care:	Copay: Urgent - \$25, Emergency - \$75		You pay nothing after deductible		You pay nothing after deductible	
Out-of-Network Benefits (Lifetime Maximum is unlimited)						
Annual Deductible:	\$500/person	\$1,500/family	\$4,000/person	\$8,000/family	\$5,000/person	\$10,000/family
Out of Pocket Max:	\$3,500/person	\$6,000/family	\$7,000/person	\$11,000/family	\$10,000/person	\$20,000/family
Office Visits, Hospital, Routine Care:	35% after ded. (No routine coverage)		You pay 45% after deductible		You pay 25% after deductible	
Total HealthPartners Medical Premiums <u>Per Month</u> :	250/25 Plan		HRA/VEBA		HSA	
Single	\$825.37		\$758.89		\$675.19	
Single + 1	\$1,856.82		\$1,707.27		\$1,518.98	
Family	\$2,154.26		\$1,980.76		\$1,762.30	
City Premium Contribution:	-		-		-	
Single	\$695.44		\$758.89		\$675.19	
Single + 1	\$840.50		\$840.50		\$840.50	
Family	\$851.91		\$851.91		\$851.91	
Employee Premium After City Contribution:	=		=		=	
Single	\$129.93		\$0.00		\$0.00	
Single + 1	\$1,016.32		\$866.77		\$678.48	
Family	\$1,302.35		\$1,128.85		\$910.39	
City *Flexible Compensation Contribution Amount:	-		-		-	
Single	\$386.10		\$386.10		\$386.10	
Single + 1	\$386.10		\$386.10		\$386.10	
Family	\$386.10		\$386.10		\$386.10	
Final Employee Premium After Flex. Comp. Applied:	=	*F.C. remaining	=	*F.C. remaining	=	*F.C. remaining
Single	\$0.00	\$256.17	\$0.00	\$386.10	\$0.00	\$386.10
Single + 1	\$630.22	\$0.00	\$480.67	\$0.00	\$292.38	\$0.00
Family	\$916.25	\$0.00	\$742.75	\$0.00	\$524.29	\$0.00

***Flexible Compensation/Cash Option:** Additional contributions that are *automatically* applied to offset the **Employee's portion** of benefits such as medical, dental, and supplemental life premiums, etc. If any remains after application to all benefits, it will be paid to the employee as taxable compensation. A flat amount of \$578/mo. will be contributed to a City employee, if they are carried by a family member as a dependent under the City's plan, and waive the City's premium and HSA/HRA contributions (e.g. both spouses, or a parent and their dependent child, work for the City and are benefit eligible).

HRA & HSA: Can be used for out-of-pocket expenses such as deductibles & co-pays. If you have a medical Flexible Spending Account (FSA), that money should be used first due to the IRS "use it or lose it" rule. FSA money will be forfeited if not used within the (extended) plan year. If you are in the HSA plan, you may only have a limited FSA (i.e. for vision & dental only). ^The annual City's HRA and HSA amounts will be contributed into employee's accounts on a quarterly pro-rated basis: \$333/Qtr. Employees in the HSA plan can elect to contribute additional money to their HSA accounts, within IRS limits.

A minimum of single medical insurance is required. This summary is for illustrative purposes and not a guarantee of current or future benefits. Please refer to the HealthPartners plan booklet for details.

PROPOSED CITY OF INVER GROVE HEIGHTS

2022 SCHEDULE OF DENTAL BENEFITS

	<u>HealthPartners Dental</u> Open Access Platform	
	HealthPartners Network	Out-of-Network
Calendar Year Deductible	None	\$50 per person \$150 per family
Calendar Year Maximum	\$1,500	\$750
Diagnostic & Preventive	100%	80%
Fillings	100%	80%
Basic Services	80%	50%
Basic Oral Surgery	80%	50%
Basic Endodontics	80%	50%
Non-Surgical Periodontics	80%	50%
Complex Oral Surgery	80%	50%
Crowns and crown repairs	70%	50%
Prosthetics	50%	50%
Orthodontics (for children)	50% to \$1,500* (*lifetime maximum)	50% to \$750
Employee Cost	Monthly Premiums	
Single	\$47.74	
Family	\$152.60	

This is not meant to be a complete plan description. This is a summary meant only for illustrative purposes and is not a guarantee of current or future benefits. Consult the HealthPartners plan booklet for exact details.