

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, February 12, 2018

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

A. Introduction of Sibley Marching Band

4. POLICE CHIEF PRESENTATION

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

- A. i. Minutes of November 9, 2017 Special Council Meeting Minutes
- ii. Minutes of December 11, 2017 Council Meeting Minutes
- iii. Minutes of January 2, 2018 Work Session Meeting Minutes
- iv. Minutes of January 8, 2018 Special Council Meeting Minutes
- v. Minutes of January 8, 2018 Council Meeting Minutes
- vi. Minutes of January 18, 2018 Special Council Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending January 17, 2018
- C. Resolution Approving Disbursements for Period Ending February 6, 2018
- D. Consider Approval of Joint Powers Agreement with the State of Minnesota for the VMCC Parking Lot Project
- E. Consider Hiring WSB Inc. for Heritage Village Park Phase I Design and Bidding Services
- F. Consider Accepting a \$310,230.07 Assistance Firefighter's Grant for Self-Contained Breathing Apparatus (SCBA)
- G. Approve Inver Grove Heights Firefighters' Relief Association Contribution Payments
- H. Consider Approval of Joint Powers Agreement with City of Rosemount for the West Rink Improvement Project
- I. Consider Approval of Contract with Stevens Engineering for West Rink Rehabilitation Project
- J. Consider Purchase of Golf Course Capital Equipment
- K. Sale of Real Property on 5039 Brent Avenue
- L. Personnel Actions January 22, 2018
- M. Appoint a Director and Alternate Director to LOGIS Board of Directors
- N. Approval of Temporary Liquor Permit for Church of St. Patrick
- O. VICKY STADTHER (McDONALDS); Approve a Resolution approving the Storm Water Maintenance Agreement for the property located at 5760 Cahill Avenue.
- P. CALATLANTIC GROUP, INC; Approve a Resolution approving the Development Contract, Storm Water Maintenance Agreement and other related agreements for the plat of Blackstone Vista 3rd Addition.
- Q. Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2017

- R. Personnel Actions February 12, 2018
- S. Consider Resolution Approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.)
- T. Consider Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction
- U. Resolution Scheduling a Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements
- V. Consider Resolution Approving Retaining Wall Maintenance Agreement, Temporary Construction Easement Agreement, Permanent Pedestrian Sidewalk Agreement and Settlement Agreement for Lot 3, Block 1, Arbor Pointe 11 Addition (9087 Broderick Boulevard)
- W. Consider Resolution Approving Temporary Construction Easement Agreement and Settlement Agreement for Lots 1 and 2, Block 1, Arbor Pointe 12th Addition (8851 Broderick Boulevard)
- X. Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout)

6. **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

7. **PUBLIC HEARINGS:**

A. Public Hearing to Consider Ordering Project, Approving the Plans and Specifications, Authorizing Advertisement for Bids for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

8. **REGULAR AGENDA:**

I. **COMMUNITY DEVELOPMENT:**

A. **IGH INVESTMENTS, INC.;** Approve the Resolution Memorializing the Findings of Fact and Reasons for Denial Relating to the Requests of IGH Investments, LLC for a Comprehensive Plan Amendment, an Ordinance Re-Zoning, A Conditional Use Permit, A Preliminary and Final Plat and a Preliminary PUD Amendment and Final PUD (City Planning Case No. 17-08PUD)

B. **JAEGER CONSTRUCTION;** Consider a Resolution relating to a Conditional Use Permit Amendment to allow an addition to the existing auto sales building for the property located at 1290 50th Street

II. **PUBLIC WORKS**

C. Consider Resolution Approving a Joint Powers Agreement (JPA) with Dakota County for Engineering, Right Turn Lane Construction and Signal Revision for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

D. Consider Resolution Approving the Payment Agreement for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

II. **ADMINISTRATION:**

E. **CITY OF INVER GROVE HEIGHTS;** Second Reading of Ordinance Amending City Code Section 4-1-6(l) relating to the Distances between an Off-sale Intoxicating Liquor Facility and a School or Church

F. **CITY OF INVER GROVE HEIGHTS;** Consider Approving the Five Bugles Schematic Design for Fire Station #2

G. **CITY OF INVER GROVE HEIGHTS;** Designate Dakota Broadband Board Member

H. CITY OF INVER GROVE HEIGHTS; Consider Approval of Job Descriptions for the Position of Deputy Chief of Police and Police Commander and Approve the Recommended Rank Restructuring Plan for the Police Department

9. MAYOR & COUNCIL COMMENTS:

10. EXECUTIVE SESSION:

A. Executive Session Pursuant to Minn. Stat. §13D.05, Subd. 3(c)2 & 3:

Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at LSS Properties LLC – 6455 Doffing Ave – 20-36500-32-110

ii. Hay – No address – 20-36500-31-050

iii. Kramer – 4301 64th St – 20-36550-31-070

iv. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070

B. Executive Session to discuss active investigative data as defined by Minn. Stat. § 13.82, Subd. 7 and to discuss possible litigation relating to property at 6840 Dixie Avenue, Inver Grove Heights, Minnesota containing Tax Parcel Nos. 20-00200-51-020 and 20-39900-00-050. This discussion is being conducted in a closed Executive Session pursuant to Minn. Stat. § 13D.05, Subd. 2(a)(2) dealing with active investigative data and Minn. Stat. § 13D.05, Subd. 3(b) dealing with the attorney-client privilege.

C. Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2&3:

Discuss Acquisitions for City Projects 2017-24 and 2017-03 relating to Permanent and Temporary Easements from the following parcel owners:

- Parcel 1 – Robert Dalsin and Barbara D. Dalsin
- Parcel 2 – Garold M. Murphy and Marylin L. Murphy
- Parcel 3 – Lisa J. Lojovich and Bradley J. Lojovich
- Parcels 4 and 5 – William P. Nichols and Cynthia Nichols
- Parcel 6 – Thomas L. Peltier
- Parcel 7 – Thomas C. Lund and Deborah L. Lund
- Parcel 8 – Clyde Wille and Sandra Wille

11. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

GET **SMB2DC**

SIBLEY MARCHING BAND

REPRESENTING MINNESOTA AT AMERICA'S NATIONAL INDEPENDENCE DAY PARADE



DONATE 2 WAYS:

1. ONLINE

henrysibleyband.org



2. MAIL A CHECK

PAYABLE TO:

Henry Sibley Marching Arts

ADDRESS:

Sibley Band Department
1897 Delaware Ave
Mendota Heights, MN
55118

This fundraising effort is brought to you by HENRY SIBLEY MARCHING ARTS, a tax-exempt/501(c)(3) organization. Donations are tax deductible.

We are thrilled to inform you that the Henry Sibley High School Marching Band has been invited to perform in America's National Independence Day Parade in Washington, D.C. in 2018, as the official representative of the state of Minnesota!

The invitation was extended by National Independence Day Committee, the United States Department of the Interior, and the National Park Service. Nominations were submitted by Governor Mark Dayton and Senator Amy Klobuchar.

"This is a tremendous honor for our little band, which has worked so hard and had such an exceptional season," said Sibley band director Amy Powers. "It's even more of an accomplishment considering that our band has only 58 members and competes against others with 100 or more, which requires so much extra effort."

The passion and confidence that the Sibley Marching Band displays in performance has earned them the title of *"The Little Band That Could"* among their many fans.

"These kids have an incredible work ethic," says Amy. "They endure 6- to 9-hour practice days on a regular basis, in all kinds of weather. They are 100 percent focused and constantly pushing themselves to be better. Anyone who doubts the work ethic and dedication of teenagers should watch our band rehearse."

The Sibley Warriors will join a variety of other performers, including fife and drum corps, military units, drill teams, national dignitaries, celebrity participants, and other invited bands. The Parade takes place on Constitution Avenue before a street audience of hundreds of thousands and televised to millions more.

"Our staff has worked with many other bands, but none has captured our hearts like the Sibley Marching Band," says Amy. "Seeing the *Little Band That Could* come down the street and perform like a much larger band has been awe-inspiring. Representing Minnesota in the National Independence Day Parade in Washington, D.C., will be the experience of a lifetime for all of us."

To make this trip of a lifetime possible, the band must raise \$91,490 to cover travel, accommodations, and related expenses. We hope you will raise awareness among your constituents of this exciting opportunity to represent our state and local communities on a national basis.

There are a variety of ways to donate, including sponsorships as noted on the attachment. More information about the Sibley Marching Band and the Washington, D.C. trip, is available at www.henrysibleyband.org.

Please help send the Sibley Marching Band to Washington, D.C., to perform in America's National Independence Day Parade in 2018!

GET **SMB2DC**



SIBLEY MARCHING BAND

REPRESENTING MINNESOTA AT AMERICA'S NATIONAL INDEPENDENCE DAY PARADE

Henry Sibley High School Marching Band *"The Little Band That Could"*



DONATE 2 WAYS:

1. ONLINE

henrysibleyband.org



2. MAIL A CHECK

PAYABLE TO:

Henry Sibley Marching Arts

ADDRESS:

Sibley Band Department

1897 Delaware Ave

Mendota Heights, MN

55118

This fundraising effort is brought to you by HENRY SIBLEY MARCHING ARTS, a tax-exempt/501(c)(3) organization. Donations are tax deductible.

In 2012, Amy Powers was planning her first season as director of the Henry Sibley Marching Band. Like any competitive team, the band had experienced its ups and downs during its long history.

While becoming familiar with the school's program, Amy considered her options. The practical path was to build the band up slowly and compete in "easy" parades where they could at least earn a participation plaque.

"I thought to myself, 'A participation plaque? Easy parades? NO WAY!' If we were going to be a marching band, we were going to learn how to be a marching band of excellence."

From that moment forward, Amy and her staff rehearsed the band as champions. There were challenges to overcome: The band was the smallest in the circuit, often competing with bands that had twice the number of members. Many of the students were new to marching band. And several had to learn new instruments to make the band work. But the goal was clear: Give the students the best possible experience and treat them as champions.

In their first season, the band experienced the growing pains that any organization under new leadership experiences. But the students worked hard, got to know each other, and coalesced as a team.

Their efforts paid off. The little Sibley Marching Band of mostly 8th and 9th graders defeated bands twice their size and experience level. By the end of the season, they accomplished the impossible by winning their class at State.



Since that first season, the Sibley Marching Band has continued to evolve and build on their successes. They learned the value of giving of themselves for the team. They learned how to approach something with the expectation of excellence and they learned the value of being a part of something bigger than themselves.



The passion and confidence that the Sibley Marching Band displays in performance has earned them the title of *"The Little Band That Could"* among their many fans.

Throughout the last five years, *The Little Band That Could* has had many successes. They won class AA at State in both 2013 and 2014. In 2015, they were moved up to class AAA, where they earned the bronze medal. In 2016 and 2017, they were the Class AAA 2nd place winner while moving into the elite position of top 4 in 2016 and top 3 in 2017, their highest finish in over 25 years.

And now the Sibley Marching Band has been invited to perform in the National Independence Day Parade in Washington, D.C., on July 4, 2018, as the official representative of the state of Minnesota.

Along with their competitive success, band members have achieved the more important purpose of marching band. They have learned that they are capable of digging deep and pushing themselves past what they believe is their best. They have learned that "we" is bigger than "me" and that the path to success requires hard work and commitment.

"These kids have an incredible work ethic," says Amy. "They endure 6- to 9-hour practice days on a regular basis, in all kinds of weather. They are 100 percent focused and constantly pushing themselves. Anyone who doubts the work ethic and dedication of teenagers should watch our band rehearse. They also take care of each other. When I see the diversity and unity in our organization, I am in awe of the culture these incredible students have created. Any student who walks through our doors will have friends, will achieve, and will develop self-confidence."

"Our staff has worked with many other bands, but none has captured our hearts like the Sibley Marching Band. They have surpassed every expectation we set for them. Seeing the *Little Band That Could* come down the street and perform like a much larger band has been amazing. Participating in the National Independence Day Parade in Washington will be the experience of a lifetime for all of us."



**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
THURSDAY, NOVEMBER 9, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in a special session on Thursday, November 9, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark; City Attorney Kuntz, City Administrator Lynch, Springsted Waters Representative Sharon Klumpp,

3. POLICE CHIEF CANDIDATE DISCUSSION AND SELECTION

Mayor Tourville stated that the meeting is in regard to the city's Police Chief candidates. We had spoken about starting a ranking of the applications. From that ranking we will take a look at having further discussion on the top two selected.

City Attorney Kuntz stated the objective with the five candidates was to have a process where discussion can focus on a lesser number. After the Council has expressed preference initially, Sharon Klumpp from Springsted Waters could outline the process she believes would help us dwindle down candidates.

Sharon Klumpp, Springsted Waters, suggested they identify the top two candidates to facilitate further discussion. She went through an overview of the search process. On July 10th and 13th, they held a number of listening sessions. Those sessions included meeting with the City Administrator, the HR Manager, and the department heads. She stressed what they did within the Police Department, as they made an effort to meet with as many members of the department, both Civilian and Sworn, as possible. They had great participation and the police officers appreciated meeting with them. On August 18th they did a lot of work with the development of the recruitment brochures. She stated that she was impressed by the council's desire to undertake in a Stakeholders survey. A survey was designed and was brought forward. She stated that someone on Council suggested the Stakeholder survey be passed out during Night to Unite. We received comments from 291 individuals, she stated that 250 were Inver Grove Heights citizens. Usually they only get about 100 surveys. She stated that 87 people also provided additional comments. As the council worked on all parts of this process they kept in mind the things that were most important to the respondents of the survey. On August 18th they received approval to move forward with the recruitment brochure and started to do advertising on a variety of sites such as the City Website, Springsted Website, LinkedIn, MN Police Chiefs Assn., MN Post, League of MN Cities, as well as several others. Over 460 recruitment letters were sent to prospective candidates, including potential candidates who work in similar size communities. They were also aware of potential internal candidates and included those in that outreach. All Council members, the City Administrator, and a few designated staff members completed a questionnaire. She stated it was important to identify the competencies, motivating factors, and the behaviors the council felt were important for the Police Chief position. She stated that results were compiled, and from those, came forward the benchmark that expresses what you feel are important in the position. On September 22nd, we had 33 applications. Ms. Klumpp stated an additional application came in on November 1st, for a total of 34. When the last one arrived, we were in the middle of moving forward, but from their review of it, there wasn't anything that suggested that person had the

qualifications that you were looking for so it wasn't moved forward. The applicant pool was very deep, many had public safety management experience. We went through those and selected the people we thought had the closest criteria. We came out with 15 applicants. Those applicants received two questionnaires. The first one was for background and experience. The second one had questions regarding disciplinary actions, terminations, etc. We looked to the candidates to disclose that information. The candidates sent information back to us on September 27th. Based on that review we moved from 15 applicants to nine. All candidates completed a video interview. We had three people that withdrew. That is no reflection on the City of Inver Grove Heights, they were for personal circumstances. We were then left with six. The video was made available to the Mayor, Council, and the City Administrator to review and provide feedback and rate. That rating was another data point, as this wasn't a pass/fail. That led to a discussion on the number of people you wanted to bring forward. She stated the council wanted to bring forward five people and did so on October 25th. Once that was done, she stated the council had candidates complete the Leadership Management Style Assessment, so we could compare their responses to your benchmark. We also received their consent and got background checks. We contacted references for candidates to find a mix of people they supervised or reported to, etc. Interviews were held yesterday. The interview process consisted of an individual tour that was led by the City Administrator. They also met with two interview panels. One panel was the City Council, and another was comprised of City department heads, two members of the Police Department, one of which was a Patrol Officer, the other was a Sergeant. We also had the Superintendent from School District 199. The Superintendent for School District 196 also wanted to come but was unable to attend. We had the interview panel members provide qualitative feedback, as we wanted them to have their thoughts, what they saw, what they noticed were strong, etc. We also had a meet and greet last night. Informal count on attendance was about 60. Some people filled out comment cards. Today we forwarded additional information to the City Council. We asked the City Administrator to provide an observation of the candidate tours. We provided feedback from the interview panel and the information obtained off the comment cards. Hopefully with the culmination of this process we have learned a lot to get us to this evening.

Ms. Klumpp stated that the next proposal is to go around the Council table to let us know your top two candidates and have a general discussion about those candidates. Then you can consider the candidate that you would like to move forward.

Mayor Tourville stated he has Rich Clark and Sean Folmar.

Councilmember Perry stated she has the same two, Clark and Folmar.

Councilmember Piekarski Krech stated she has Schnell and Clark.

Councilmember Bartholomew stated he has Schnell and Clark.

Councilmember Hark stated he has Schnell and Clark.

Ms. Klumpp stated we have three names that have come up through this process. Sometimes it's helpful to go one by one to speak about what was important about the candidate that resulted in your choosing.

Councilmember Piekarski Krech stated she would have liked to have taken something from each one of them as each had very strong points in particular areas. She felt we needed diversity. Both Mr. Schnell and Mr. Clark have had more experience in working with diverse populations, as well as with other issues outside our departments, having worked with larger departments. Ours is small and there hasn't been the experience with a lot of different things and different people.

Councilmember Perry stated through this whole process she has made her own personal ranking. She felt the overwhelming consensus with feedback from phone calls, emails, from citizens, and the interview panel, aligned completely with the top two she has selected.

Councilmember Bartholomew stated the interviews were extensive. He commented at each interview point the candidate that he would pick, Paul Schnell, had the answers he felt were important. Diversity was important, as well as the breadth of knowledge and strength in Community, and how to bring the Community in alignment with the Police Department. The credentials, the understanding of the focus it would take to have the Community to partner with the Police force, and then have the Police force be the face of the Community and public safety. Written material that was provided was on point for what he was looking for. Interviews, both verbal and video, was the deciding point for candidate Paul Schnell.

Councilmember Hark stated this was the most thorough process the City has gone through in his experience here, which is nearly 20 years. He looked at a number of factors. We had five good candidates. That is a blessing and a curse as it becomes difficult. He looked at criteria that the consultant helped draft and Mr. Schnell and Mr. Clark rose to the top. We need top shelf communication people in that position. They need to communicate internally and externally. He is looking for people that have proven experience with successful community engagement. We have a fairly young Police department. One of the reasons Mr. Schnell stuck out to him, was his experience in Hastings and Maplewood, he stated it will be a plus for the entire department. We have issues coming up dealing with body cameras. We need people that have experience with those, and have experience sharing resources with other departments. The Police Department, the City Administration, everyone, is in the position of customer service. We need a leader that internalizes that. He commented this is not a small town any more. Look over by Target and see its growth. We are going to be closing in at 50,000 people at some point and that represents big change. He would like to see Paul Schnell as the next Police Chief, but he was also very impressed with Rich Clark.

Mayor Tourville stated we had a small piece in looking at this process. It's important that we find a fit for the City of Inver Grove Heights. He took a look at one of the candidates and said that person has been doing the job. That is important. Some Police Officers have reached out with their ideas and thoughts. You can hire the best person in the world to do the job but if they are not given the direction, from here and the City Administrator, the person can't do anything. It's the Council that takes a look at the vision of the City and instills it, and the department heads coming forward. It has been a lot of different Cities, large and small, and then also taking a look at it from a Sheriff's perspective. He took a look at Rich and Sean as being his top two candidates. He had more questions about the other three than he did about those two to serve the citizens of Inver Grove and to be able to work within our group. The City needs to look at change. Can change happen from the same people or different people? He commented that the process was very good.

Ms. Klumpp asked if anyone had any observations or information they wanted to share based on the round robin of talking since the interviews?

Councilmember Perry felt it was interesting to see the three of them liked Schnell, because in looking through the feedback and talking with Schnell last night, she just doesn't see him as a good fit. She sees him going in there and bull dozing the department and making it worse than it already is. He has said that he will be here three to five years. He said that at Maplewood too, and the last two he said he would be there the minimum of what he has said he was going to be there. She doesn't see him being a fit in the department. He has the leadership and the experience, but she doesn't see him as the city's Police Chief.

Mayor Tourville took a look at different pieces in terms of experience, interviews, the answering of questions. You know who number one is. Paul Schnell. He was articulate, precise, and it was very good. If we were hiring a spokesperson he would be the right person. There is a lot more to it. He stated he looked at references and other pieces. Some did good on the video, some did bad, but that's just a piece. There's more to the Police Chief than morale. He took notes on some great ideas that he heard last evening that he hopes we can do going forward, for example, body cameras, canines, etc. Ratings were different for some of the different parts of the info. He mentioned that we had another internal candidate that did very well, but just was not ready. After this is all over, he wanted to talk to Josh Otis and thank him for applying. It was probably a better experience for him than it was for us, but we appreciated that he took the time and effort.

Councilmember Hark stated we don't have a bad Police department, we have a good Police department. He stated he wants to make it the best it can be. We have been given all sorts of data points, that's the benefit of hiring the consultant. We received emails, calls, and texts. It is nice to do what most people want. He also heard from people who expressed a need for change, not only in the department. He commented this is a young department, if we can turn it into a different direction, we can have an even better department. Especially with a good strong leader who has some experience. We will end up with one of the best Police departments in the State if we do this right. He isn't saying there isn't one of these five that isn't qualified, but they need to make a decision. The decision that he is willing to make is that we need change, and that's why he picked Schnell and Clark. He reiterated that we do not have a bad Police department and it has not been run badly in the interim. He is interested in some change here and seeing which direction we can go to make it even better.

Councilmember Bartholomew agreed with Hark in that every candidate they saw yesterday could be a Police Chief. We have to determine the best. It was clear to him that there is a ranking of one through five. Mr. Schnell answered key issues he was looking for including: mentorship, staff development, development in things on the horizon, community policing, bodycams, and issues concerning social media. He seems to be the most versed in those issues. He wants to see an improvement and see the Police force grow. He commented we are soon to be a City of 45,000 people and we need a high-quality Police department and he thinks Mr. Schnell will bring us in that direction. He is thankful for Interim Police Chief Sean Folmar, as he came into a position that was very difficult and has done a very good job. He will be a Police Chief someday, and any one of these candidates would serve a Community as a good Police Chief. He doesn't think Mr. Schnell is going to be a bulldozer.

Mayor Tourville observed that Rich Clark made every list, as either a one or a two. Schnell did not. Sean did not. Those are the three names that have been mentioned.

Councilmember Piekarski Krech stated there wasn't a huge separation between one and five. It was in looking at some of the experience that made her look at it differently. She has spoken to several Police Officers, both in and outside the Community. Because so many of our Officers are young, she thinks we need to bring in some new leadership at this point because we have stayed with the same. While you should be able to move through the line, sometimes you need to bring different in to refresh. She commented we don't have a bad Police department or City. Everyone wants to complain, but instead of complaining you need to come up with the positives we have, and we have a lot of them. We have a lot of very dedicated people and Police Officers who live in this City.

She felt Clark made everyone's list because he has lot more energy than anyone she has seen.

Mayor Tourville stated one of the thoughts was we come from the five to a lesser amount and put those names forward.

Councilmember Hark would like to see us put names forward and vote.

Mayor Tourville questioned if we needed another meeting? Maybe to discuss how we think.

Councilmember Hark said it would be nice to talk about this for another six months, but we have been given so much data and information that he would personally like to move forward with this at this time.

Councilmember Bartholomew was in agreement with Hark in that the time has come to make a decision. If the candidate we discuss doesn't want the position, we discuss it further at that point.

Councilmember Perry also would like to have this taken care of tonight.

Councilmember Piekarski Krech agreed as well.

Mayor Tourville stated we look at a motion and go forward from there.

City Attorney Kuntz had the opportunity to speak with Sharon Klumpp and HR Manager Janet Shefchik about the form of the motion. Our thought is that the form of the motion would be to move to select and appoint whoever you want to move ahead as the Inver Grove Heights City Police Chief subject to the following: Subject to a review of the background checks, subject to a review of the psychological evaluation, subject to the pre-employment physical, subject to the selected candidate accepting a conditional employment offer of salary and benefits and approval of those salary and benefits eventually by the Council. That is the form of motion that you should make.

Councilmember Bartholomew accepted that form of motion.

Motion by Councilmember Bartholomew, second by Hark, to suggest Paul Schnell under the conditions that Mr. Kuntz just read as follows: He is subject to a review of the

background checks, subject to a review of the psychological evaluation, subject to the pre-employment physical, subject to the selected candidate accepting a conditional employment offer of salary and benefits and approval of those salary and benefits eventually by the Council.

**Ayes: 3 (Piekarski Krech, Bartholomew, Hark)
Nays: 2 (Tourville, Perry) Motion carried.**

Mayor Tourville stated Janet Shefchik, Joe Lynch, and Mr. Kuntz will take a look at the details and the connection and we will be back to the City Council with the information. The audience should know this isn't a two-day process. This could be completed in two weeks or so.

4. ADJOURN

**Motion by Piekarski Krech, second by Perry to adjourn.
The meeting was adjourned by a unanimous vote at 7:44 pm.**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, DECEMBER 11, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, December 11, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry, and Piekarski Krech; City Administrator Lynch (absent), City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, City Engineer Kaldunski, Fire Chief Thill, and Recording Clerk Yourczek (absent).

3. PRESENTATIONS:

There were no presentations.

4. CONSENT AGENDA:

- A. i. Minutes November 13, 2017 City Council Meeting
- ii. Minutes November 27, 2017 City Council Meeting
- B. Resolution Approving Disbursements for Period Ending on December 6, 2017 **Resolution 17-228**
- C. Consider Approval of 2018 City Council Meeting Schedule
- D. Consider Approval of 2018 Meeting Schedule of Advisory Commissions
- E. Consider Application and Resolution to Conduct Off-Site Gambling for Spartan End Zone Club at Simley High School, 2920 80th Street E. **Resolution 17-229**
- F. Designate the 2018 Official Newspaper
- G. Consider Acceptance of Babcock Trail Feasibility Study
- H. Authorize the City of Inver Grove Heights and Dakota County Electronic Crimes Task Force Joint Powers Agreement **Resolution 17-230**
- I. Consider Pay Voucher No. 1 for City Project No. 2017-09D – Sealcoat
- J. Resolutions Establishing Utility Rates for 2018 **Resolution 17-231 Water, Resolution 17-232 Sewer, Resolution 17-233 Storm Water**
- K. Consider Resolution Establishing and Separating City Project No. 2017-21 – VMCC/Golf Course Parking Lots from City Project No. 2015-09D – Broderick Boulevard Street Reconstruction **Resolution 17-234**
- L. Adoption of Standard Small Wireless Collocation Agreement **Resolution 17-235**
- M. Consider a Resolution Receiving Feasibility Report for City Project No. 2018-04 - Arbor Pointe PUD Shared Street Light System Improvements **Resolution 17-236**
- N. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Permanent Utility and Drainage Easement for Lot 3, Block 1, Hatchard Estates (9175 Dalton Court)
- O. Consider Approval of the Joint Powers Agreement with the City of Inver Grove Heights and Dakota County for Broadband Services
- P. Personnel Actions

Motion by Bartholomew, second by Perry, to approve all items on the consent agenda 4A-4P except 4L.

Ayes: 5

Nays: 0 Motion carried.

Pulled item 4L. City Attorney Tim Kuntz stated this is to address the small standard small cell wireless devices collocation agreement. The State requires a model for a pole location agreement. This applies to all Cities. The LMC drafted a policy for cities to adopt. Mr. Kuntz stated a corrected version was provided to the Council tonight.

Motion by Piekarski Krech, second by Perry to move forward with the Small Wireless Facility Agreement.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARINGS:

A. Consider Approval of the 2018 Renewal Applications for Liquor Licenses

City Clerk Michelle Tesser stated the City received applications for license renewal for 31 liquor licenses for 2018. Public hearing was noticed in Southwest Review. Each renewal was accompanied by material regarding the license fee and liability insurance certificate. Information regarding completion of alcohol server training was provided to verify all employees are engaged with the serving/selling end of alcohol received training within 24 months. All background investigations were approved by the Police Department.

Motion by Piekarski Krech, second by Perry to close the public hearing at 7:05PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Hark to approve the 2018 Renewal Applications for Liquor Licenses.

Ayes: 5

Nays: 0 Motion carried.

B. Consider Approval of the 2018 Renewal Application for Pawn America LLC

City Clerk Michelle Tesser stated just like every year City Code requires we conduct a public hearing. Application and documentation was received. Notices were mailed to the surrounding area. Police Department conducted background and there were no remarkable findings. Staff approves.

Motion by Piekarski Krech, second by Perry to close the public hearing at 7:07PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark, second by Bartholomew to approve the 2018 Renewal Application for Pawn America LLC.

Ayes: 5

Nays: 0 Motion carried.

C. Consider Approval and Resolution of Lawful Purpose Gambling Premise Permit at King of Diamonds, 6600 River Road, Resolution 17-237

City Clerk Michelle Tesser stated they received an application from Wendy Busch, Operations Manager at Merrick Inc. for a premise permit to conduct lawful gambling operations at King of Diamonds. Merrick Inc. would relinquish the lawful gambling premise permit currently at Overboard Bar located at 4455 64th Street East. Letter reflecting action has been received. Merrick is a non-profit charitable corporation licensed by the Department of Human Services. They are an adult day and memory care training and habilitation employer. A background check on the operations manager and the owner came back approved from the Police Department. Staff recommends approval of the permit.

Motion by Pierkarski Krech, second by Perry to close the public hearing at 7:09PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark to approve Resolution 17-237 of Lawful Purpose Gambling Premise Permit at King of Diamonds, 6600 River Road

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville asked Staff to review the charitable gambling ordinance, specifically in 2018, examining the 20% that can be spent in the area. The trade area is a little wide and very little of the money is being spent in Inver Grove Heights.

Those that have gambling licenses must spend 20% in the trade area. It doesn't cost the non-profit, nor the establishment any more money. City staff should take a look at the 20% being spent closer to home. Most Cities have a requirement, that a percentage of the total gross be spent in the City where the gambling license is located verses a trade area. We are finding very little of the money is being spent in the City of Inver Grove Heights.

D. Public Hearing to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiations, Resolution 17-238

City Engineer Tom Kaldunski stated this is a sanitary sewer project we are reviewing on 80th Street. They are recommending a gravity sanitary sewer that would follow 80th Street. Properties were invited to an informational meeting in November. A map of the area was shown. We are looking at constructing a sanitary sewer along 80th Street that would tie into an existing sewer at Amana Trail. We had 8 -10 properties invited to the meeting. Four property owners showed and were supportive of the project. Scenic Hills liked the idea of a gravity sewer rather than having to build a station on their development. The cost is approximately \$1.32M, funded through the Northwest Area Sewer Fund. The funds are financed through various fees at the time of development. No assessments are proposed, they pay when development would occur on their sites. Council will consider authorizing Bolton & Menk to move the project forward. We have a proposal from them to do the engineering services to prepare the plans and specifics. Scenic Hills will be speaking about the development itself later this evening. The estimated cost is \$111,000. Bolton & Menk will provide the design and construction oversight of the project. City Engineering staff will do the inspection of design. We will receive testimony from anyone tonight and close the hearing after that. We would suggest any approval tonight be conditioned on the Planning Commission reviewing the overall project and making their determination consistent with the Comprehensive Plan.

Councilmember Piekarski Krech asked if we have to add to an existing sewer to serve this area. She stated It seemed like a lot of digging and a lot of sewers.

Mr. Kaldunski referenced a map of the area located near the Golf Course maintenance facility. It's the high point where the lift station discharges to. We put a sewer in the central location with the knowledge there may be further development in the area. He stated there wasn't right-of-way at the time when MNDOT had it, but that has since been turned back to the County, and we can get a permit. There is an existing force main built in 2008, and stayed in place pumping from the lift station by Argenta Hills area. We are placing the gravity sewer so the properties can hook up to it. It will flow to the lift station and pump and it was always planned to be done this way.

Mayor Tourville felt those along the route are probably happy because we don't need another lift station.

Mr. Kaldunski responded yes. This option was more cost effective over the life cycle of a lift station. We don't pay for electricity or pump repairs.

Motion by Piekarski Krech, second by Hark to close the public hearing at 7:19PM.

Mayor Tourville said this will go before the Planning Commission to take a look at presenting this project with regards to the Comprehensive Plan and other items.

Mr. Kaldunski stated the intent is to have the Planning Commission make their determination that would be consistent with the Comprehensive Plan.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark to approve to Consider Ordering City Project No. 2018-02 – 80th Street Sanitary Sewer Improvements (Robert District), Authorizing Preparation of Plans and Specifications, and Authorizing City Attorney to Complete Easement Negotiation and that it is contingent on Planning Commission approval. Resolution 17-238

Ayes: 5

Nays: 0 Motion carried.

E. Public Hearing and Resolution to Consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2 and the Adoption of a Capital Improvement Plan for 2017-2021, Resolution 17-239

Finance Director Kristi Smith stated in front of the council for consideration is the Capital Improvement Plan for 2017 to 2021. This is the financing mechanism for the potential fire station. The packet is the same as you saw at the November work session. The plan was prepared by Ehlers and representative Steve Apfelbacher is here this evening to answer any questions. Approval would start the clock on the timing on which we would need to receive a petition by. That could slow down the process for the fire station. The purpose is for financing of the fire station. Plan includes authorizing up to 12.5 million in capital improvement bonds with the intent that the project is around 10 million, so that we don't issue more than 10 million in one year to remain being qualified. The purpose of it being 12.5 million is room in case bids come in higher because if they were to go over that 12.5 million, we would have to go back through the entire Capital Improvement Plan process.

Motion by Bartholomew, second by Hark, to close the public hearing at 7:23PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Perry to approve Resolution 17-239 to Consider the Issuance of Capital Improvement Bonds to Finance Project #2014-10, Fire Station #2, and the Adoption of a Capital Improvement Plan for 2017-2021

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. FINANCE:

A. Resolutions Relating to 2018 Tax Budgets and Levies

Finance Director Kristi Smith went over small changes on the budget in regard to the K-9 program and Park Maintenance position. The updated cost of the K-9 Officer with a September 1st start date would be \$36,100. That amount was slightly higher than the \$33,000 that was estimated last week. She stated the Council gave direction to reduce the transfer to Park Maintenance by \$35,000. She stated updated pages were provided to you in are in the Council packets.

She stated the proposed levies recommended in the packet would be the Operating Levy of \$19,021,200 Bond Retirement Levy of \$1,941,197. Special taxing levies for the 70th Street Recon \$79,395. Preliminary Levies and Budgets were approved on September 11th.

She stated Dakota County mailed out 2018 proposed property tax notices on November 13th 2017. Three interested parties notified us that the County incorrectly sent out ten notices where the City portion was doubled. They corrected them and resent new ones. Two more inquiries came about changes in property tax classifications, so they were directed to Dakota County. We have the presentation of the 2018 final Budget where the public can speak and then we adopt the final budget and levies which then need to be certified to Dakota County on or before December 28th, 2017.

Ms. Smith presented the 2018 Expenditure Budget she stated the 2017 amended budget items were carried over. General Fund expenses total \$22,367,900. We report three special revenue funds: Recreation, Community Center, and EDA. The biggest difference on the Community Center is the inclusion of the capital outlay. The EDA Budget was reviewed earlier this year. She reported on capital project funds And the American with Disabilities Act (ADA) fund. She stated the amended budget is higher than what is being proposed.

Ms. Smith presented the 2018 Expense Budget Enterprise Funds. She stated its comprised of three primary Enterprise Funds. She stated water was broken down into several pieces for recording purposes.

Ms. Smith stated they also report several Internal Service Funds: Risk Management, Central Equipment, Central Stores, City Facilities, and Technology. Total proposed expenditures across all those budgets is over \$44M.

She stated the General Fund turns into the Tax Levies. Operating Fund is proposed just over \$19M. General Bond Retirement is under \$2M. Included in that number was an estimated amount for the 2017 B issuance of just under \$2,000. The special taxing district levies total \$21,041,791. She stated the estimated tax rate is .50863, which is a reduction in the tax rate due to property evaluations being increased. She stated the General Fund Revenues property taxes make up 85%, licenses and permits make up 5%, intergovernmental revenues 3%, charges for services 5%, fines and penalties 1%, misc. 1%.

She went over the net tax capacity and net tax levy. She stated that the general fund revenue is \$22,342,300. She stated that the 2018 General Fund Expenditures \$22,367,900. Public safety/Police/Fire make up 47%. Public Works at 19%, Parks 9%, General Government 9%, Community Development 7%. She stated the reliance on other funds has decreased and illustrated on the slide the decrease in the reliance on other funds.

Ms. Smith stated the impact on the mean and median residential properties for 2017 was \$248,000, that is seeing an increase for 2018 to \$266,680. With market value homestead credit, is just over \$251,000. Tax rates we have now impact that mean property would see is an increase of \$83.00 which equals just under 7%. The median property in 2017 was \$213,550 showing an increase of 8.76% in valuation estimated at \$232,250. Taxable market value just over \$215,000 impact is under \$89.00 or 9%.

On the business side. Businesses are valued at \$563,700. They did see an increase of 4.12%, due to change in tax rate, they will see a decrease in a few dollars on their City portion of the tax bill. Business valued at over \$3M saw a very small increase of .24% impact there is a decrease in the proposed levy of \$214.00 or just under 1%.

Motion by Bartholomew, second by Hark to accept the following three Resolutions Relating to 2018 Tax Budgets and Levies: Special Tax District Resolution 17-240, Final Tax Levies Resolution 17-241, Final Budget Resolution 17-242.

Ayes: 5

Nays: 0 Motion carried.

B. 2018-2022 Capital Improvement Plan

Finance Director Kristi Smith stated that every year they do an update to the Capital Improvement Plan on a five-year basis. This was reviewed at the November work session. Staff and Ehlers are still concerned with an issue on Page 3. The net debt levy will go as high as 17% in 2022. She stated from a bond rating perspective that is concerning. \. Copies were available at the front desk and will be on the website as well.

Mayor Tourville stressed the importance of taking a look at a long-range plan in order to know the needs, wants and what reality really is. He stated we need to be careful.

Motion by Piekarski Krech, second by Bartholomew for approval of the 2018-2022 Capital Improvement Plan.

Ayes: 5

Nays: 0 Motion carried

C. Resolution Providing for the Issuance and Sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B

Finance Director Kristi Smith stated information was provided at the table tonight with a revised resolution.

Steve Apfelbacher stated the Council authorized \$3,645,000 of the bonds to be issued. It has been updated and they opened bids this morning and received five bids. The bid that we received is by Stifel Nicolaus at about ½ of 1 percent lower than what our estimate would have been. This sale would result in an annual debt service payment of \$12,500 less each year than the City would have paid because of the bond rating. The great news that we wanted to share this evening was we spoke to S&P regarding the City's rating. The best rating you can get is a AAA rating. S&P have upgraded the City's rating to a AA+. It is our tradition to prepare a Bond denoting the credit rating change. For the credit rating in the report, they have highlighted that the City has a strong economy, strong management, strong budget performance, very strong liquidity, very strong budget flexibility, and the adequate debt service. He stated that this rating represents the strong fiscal job that the Council and Staff are doing on a daily basis. He presented the Bond in a frame to Kristi Smith. Pictures were taken.

Mr. Apfelbacher stated that this is good news for the City as we move forward. He stated this rating is intended to continue for some period of time. He stated a revised resolution is in front of you.

Councilmember Bartholomew asked about the percentage of the CIP and whether a policy change needs to occur.

Mr. Apfelbacher stated that it has to do with the needs of the City annually. For example, the rating is as \$12.5 million that debt service that was projected was about \$900,000 a year, that's almost 50% more. We can try to manage some of those elements that are in there. The biggest thing you have is the tax base and local economy as you are in the expanding mode. We did a good job of the rating this year. This is a growing and developing community. He stated that roads and facilities are in the CIP that's here. The tax base will expand. This was because of the valuation of the fire station. We can manage that on a case by case basis.

Motion by Piekarski Krech, second by Perry to approve Resolution 17-243 Providing for the Issuance and Sale of \$3,645,000 General Obligation Improvement Bonds, Series 2017B with Stifel Nicolaus.

Ayes: 5

Nays: 0 Motion carried

D. THIRD AND FINAL READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2018

Kristi Smith, Finance Director, stated there have been no changes since the last reading on this ordinance. This is an annual review; the rates are increases from 3.5 to 5%. This information was sent to the River Heights Chamber of Commerce, posted on the City Website and also on Social Media.

Motion by Piekarski Krech, second by Hark to approve the changes to the ordinance as presented in the Third and Final Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2018. Ordinance #1344.

Ayes: 5

Nays: 0 Motion carried

Mayor Tourville called up Sean Folmar and Paul Schnell from the Police Department up to the Podium for introductions.

Sean Folmar introduced Paul Schnell as the new Police Chief.

Police Chief Paul Schnell stated it was a great honor to be here. Today was his first day. He has met several in the department and is very excited to be here. He is proud to be a member of the department. He is looking forward to advancing goals discussed during the selection process, particularly the community engagement goal. In the next week you will see some of the goals the department is working on. A survey will be launched next week which we hope will drive the City policing as we go into 2018. He stated thank you for the trust you are placing in me and that he's looking forward to working with the department.

II. COMMUNITY DEVELOPMENT:

E. HAMPTON COMPANIES; Consider the following Resolutions and Ordinance for property located on the north side of 80th Street, between Hwy 3 and Babcock Trail:

- a) An Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD; Ordinance #1345**
- b) A Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68-unit single family and 32-unit senior care facility; Resolution 17-244**
- c) A Resolution relating to a Conditional Use Permit for a 32-unit multiple family development; Resolution 17-245**

Allan Hunting, City Planner, summarized the development. He stated the Planning Staff and Commission approve the plans for 68 single family homes and one 32-unit senior care facility. In 2014, Council approved a single-family development of 44 lots but that did not work out with the project. Rezoning is required with the senior building. They are requesting a number of setback flexibilities as noted via diagram. We haven't seen this before, but the developer is trying to comply with City standards. Road connections were also discussed and referenced via diagram. Project complies with open space requirements and landscape plan although plan is 101 trees short of what is required. Applicant will be working with Staff to resolve that. Staff thinks the project meets the goals of the Comprehensive Plan as providing a different housing density mix, and meets financial density goals. We support the application with the 24 conditions listed.

Planning Commission also recommended approval. They also added wording relating to the Abbott property, the Abbotts home driveway will access onto a private road. They will be providing them access. There should be some type of document records that there is an easement for them to use the roadway. That would terminate once the parcel develops as the Abbotts would have access to a public road. Wording is in the resolution that you have.

Councilmember Piekarski Krech asked if there was an easement now? Have the applicants agreed to this? Do the Abbotts agree?

Mr. Hunting responded there is currently a private easement for Abbotts to get down to 80th Street. Due to grading, that would disappear. The applicant will have to provide continuous access while this is being constructed. The applicants have agreed to this and will speak further on it. He is unsure if there is a recorded easement document right now.

Councilmember Hark asked if there is an existing easement and if it is recorded, they need to get that vacated.

Mr. Hunting responded it is a private easement and they would work that through with the private owners to remove. The developer would not want that segment. We can make sure that is worded and worked out as we go through with the final plan set with the development agreement.

Councilmember Piekarski Krech asked about setback flexibilities. Is there two feet between side yards? There have been complaints from Argenta Hills that they are way too close together. The neighbors have not been complaining, but there are issues. She stated looking at the design it kind of looks like detached town home type set ups.

Mr. Hunting responded code requires from the property line a minimum of 20 feet, maximum of 30 feet. They would be from a property line of 14 feet. The separation between units is proposed at 10 feet. Rear yard typically is 30 feet. They are requesting a 24-foot rear yard. They are keeping an eye on the minimums.

It does have the look as a type of a detached town home type project. They are doing that to meet their density requirements for the project.

Councilmember Hark asked how close this was to the Golf Course Fairway?

Parks and Recreation Director Eric Carlson responded the fairway is on the other side of a pond.

Mayor Tourville asked about the rendering of the product?

Applicant was present to answer any questions. Renderings are being redone as they will be shrunk a little from what they look like now. In response to the questions of the closeness to the golf course, there is approximately 100 feet between the property line and the back of those houses, besides trees and water.

The senior section is one level senior memory care and assisted living. Rendering of area was shown. Applicant discussed the grading and water near the golf range. With approvals they look to start in spring.

Tourville stated that the Abbotts are working with the development.

Applicant responded they have spoken to the Abbotts and they will not be charged any association dues or fees. They have the access to come down the private drive.

Kurt Rechtzigel, 1407 E. 80th, asked if there will be any street parking. Mr. Rechtzigel also asked if there will be any assessment on any road improvements.

Mr. Hunting stated they are allowed parking on one side of the street. These are 28-foot and 32-foot roads. He would guess the side with the most open areas would have the parking, but that still needs to be looked at yet. Hunting pointed out private roads that would be paid for by the developer. County stated that the road size and turn lanes are an adequate size.

Councilmember Piekarski Krech stated this has come before the Council four or five times now.

Motion by Piekarski Krech, second by Hark, to approve a). Ordinance #1345 Ordinance to rezone Lot 1, Block 1, Scenic Hills from R-1C/PUD to R-3C/PUD.; b). Resolution relating to a Preliminary Plat and Preliminary PUD Development Plan for a 68-unit single family and 32-unit senior care facility; Resolution 17-244, and c). Resolution relating to a Conditional Use Permit for a 32-unit multiple family development; Resolution 17-245.

Ayes: 5

Nays: 0 Motion carried.

F. FRATTALONE'S DAWNWAY; Consider a Resolution relating to an Amendment to the Non-Conforming Use Certificate allowing the landfill to operate for an additional 15 years and approving a Host Community Agreement among Frattalone's Dawnway, Inver Grove Heights and South St. Paul. The property is located on Dawn Way, west of Concord Boulevard. Resolution 17-246

City Planner Allan Hunting reviewed the agreement to amend the existing agreement for the next 15 years to complete the filling of the landfill. The first NCUC was approved in 2002, and expires at the end of this year. No changes are proposed by the Applicant.

He stated that the second part is for a Host Community Agreement with South St. Paul, as the landfill is in both Cities. They are requesting a new agreement to be approved and are meeting with the staff right now. We are still in negotiations. Since we need more time to get that done, staff is recommending Council extend the amendment for the non-conforming use certificate to operate for an additional 15-year extension to 90 days bringing us to the end of March. A non-conforming use only requires a majority of a 3/5 vote for the Council. Applicant has extended the 60-day review period. They will have to approve and agree to an extension as well with the Councils action.

Jim Fyksen, 4045 59th Street, adjacent to the gravel pit, stated he has dealt with this property for 35 years. They opposed it at that time, and it still went through. It was approved again in 2002 and we are back again for another 15 year permit. He's lived with dust, noise, shaking of the ground. He doesn't believe they have any intension of filling up the landfill.

Mike Gardner, 5950 Concord, stated his house intersects with Dawn Avenue. He stated 32 years ago, they said it should be full after 20 years. Smashing the concrete is hazardous and toxic to them. Rocks, boulders on the boulevard, and the dust, is ridiculous so they can't open windows. It needs to stop.

Tracy Fyksen, 4045 59th Street, researched the shaking that has occurred on her property. Houses are shaking at a Richter scale of 2.5 to 4.0. Homes are not built to withstand that shaking and this needs to end.

Mark Feidick, 5946 Concord St, complained about the dirt and debris coming off the trucks from the landfill. He's breathing all that in and worries about his health.

Larry Lascewski, 5919 Concord Blvd, doesn't feel this will ever end.

Joe McBride, 4055 59th Street E., went over the signed petition of (3) signatures. He showed several pictures of the area. He doesn't feel they have the room. He went over the amount of the recycling collected from 2009-2016. He discussed the traffic of the disposal and the recycling. He stated that a small group is absorbing the brunt of all of this.

Mark Feidick, asked for a study by the MN Pollution Agency for noise and air before this can be reapproved.

Jim Fyksen discussed his wife's lung cancer and that this environment doesn't help with that. Please do not let this go through.

Community Development Director Tom Link stated he is not aware if the MPCA monitors noise or air quality.

Councilmember Piekarski Krech asked about the pictures shown.

Applicant Tony Frattalone stated he does have a MPCA permit. It is inspected regularly. They have a full-time water and dust quality employee. State requires that you recycle as much material as you can rather than dumping it in a hole. He stated he would let the Council tour the facility at any time. He stated that in regards to the crushing, the permit only allows it November-March, windows are normally closed during that time period. He stated there is sound barrier testing that has been done and they have put barriers up in the area.

Councilmember Piekarski Krech asked if he knew anything about the shaking.

Mr. Frattalone responded he wasn't aware that was happening, but there are a lot of trucks that go up and down Concord Avenue and they don't all necessarily stop at the landfill.

Councilmember Bartholomew stated that they would like to see the testing on the sound barrier. He asked about the dust controller. He asked if they also recycle on Saturdays? Perhaps the neighborhood would request no crushing on Saturday and Sundays?

Applicant Frattalone responded he can get them the testing results. In regard to the dust, they have a full-time water truck on the site at all times. Water is shut off in November and it's usually pretty quiet in the winter. If they need water they will truck it in.

Luke Dahn, 5645 Annette Avenue E, Inver Grove Heights said they do not crush on Saturday or Sunday. Our permit is Mon-Friday 7-4pm. November through March is their permit. They do not crush at any time outside of that. Items are stockpiled throughout the year.

Councilmember Hark asked if those trucks are required to be covered? It's a pretty dusty load.

Mr. Dahn stated there is no requirement, some companies have it some don't. Class five holds moisture pretty well.

Mayor Tourville asked about the motion of the drilling for the project to Thureen. Can we put meters in the house to look at the shaking? Is it expensive?

Public Works Director Scott Thureen stated he can look at the cost and bring it back to the Council.

Residents discussed complaints with the Frattalone's employees.

Mr. Fyksen questioned bringing in those trucks and asked if dumping them doesn't create dust? You are bringing in product and stirring up dust, as well as crushing and creating dust. Between those two piles you are always going to have dust. He doesn't feel no matter how wet that is you are still going to get dust. He stated he has had difficulty getting through to them when he needs to. The phone number is hard to find.

Mr. Dahn stated they are sprayed with water. They are wet when they get here. When the water truck is there we also water it down when we place it. Our goal is to keep away the dust. It is then capped with dirt. He offered his phone number to contact. He also stated they can visit at any time.

Ms. Fyksen asked if the permit only allows crushing November through March, why is she feeling vibrations and hearing it all summer long?

Mr. Dahn responded they haven't crushed there in over a year.

Councilmember Bartholomew wanted to verify that you haven't crushed in over a year, and you will get the phone numbers to the individuals who requested them. You are also willing to have someone on site to visit?

Mr. Dahn agreed to the above.

Councilmember Piekarski Krech asked if you are not crushing over the summer, do you have large trucks working? What could cause the vibration?

Mr. Dahn responded there is a bulldozer pushing on the demolition landfill side of things.

Mr. Gardner felt what you are feeling might be trucks going in and out. He counted them one day.

Mr. Frattalone also thought what you may be feeling is the screener. It may look like a crusher, but it's vibrating with dirt and gravel to take the rock out.

Mr. McBride said they are still filling in the southeast corner, they are pushing it up hill with a D6 and it shakes. D9 is a huge piece of machinery and you can feel that.

Mr. Frattalone reiterated that anyone is welcome to come for a tour. He encouraged it.

Councilmember Piekarski Krech asked if residents from South St. Paul have complained?

Mr. Hunting responded he hasn't heard anything from South St. Paul staff.

Mark F. stated as far as he knew there is only one entrance and exit to the facility and that is in Inver Grove Heights. That's where all the dust drops off the trucks that go in and out. He didn't think South St. Paul would have much of a complaint.

City Attorney Tim Kuntz stated South St. Paul has its own permit authority, as does Inver Grove Heights through the non-conforming use certificate. There is a joint Host Community Agreement that had three parties to it. The operator of the landfill, South St. Paul, and Inver Grove Heights.

Ms. Fyksen stated she has actually spoken to neighbors from South St. Paul, but they didn't think they could be heard here so they didn't attend.

Councilmember Piekarski Krech stated they hear from people from all around and are welcome.

Councilmember Bartholomew asked if the testing devices could be done in 90 days.

Mr. Thureen stated he can look at the vibration monitoring and bring it back.

Mr. Kuntz stated 90 days has been used as a placer number. You will get to March. In March the first regular meeting is on the 12th and the second is on the 26th.

Mr. Hunting felt 90 days was long enough. It could come sooner than that. Joe Lynch sets up the meetings.

Councilmember Piekarski Krech asked that the agreement be done by March 12th.

Mr. Frattalone agreed to the date of March 12th.

Motion by Piekarski Krech, second by Bartholomew to table this until March 12th and to extend the current non-conforming use and extend the certificate until March 12, 2017. Resolution 17-246.

Mayor Tourville questioned whether the County comes out to do dust checking. The MPCA would be taking a look at vibrations, dust, water, product, etc. The County monitoring.

Councilmember Hark asked Mr. Thureen about what is involved in measuring vibrations. If that equipment is placed in the house hypothetically, does the City have the expertise to deal with that data?

Mr. Thureen stated in the past a geotechnical firm was hired to install and record the information and then provide a report.

Mr. McBride stated he wasn't notified of this meeting.

Councilmember Piekarski Krech responded they should have been told of this meeting at the Planning Commission meeting.

Mayor Tourville commented you can always keep in touch with the planning group here. We will not do a mailing about March 12th. If that date changes, we will send a notice to you.

Ayes: 5

Nays: 0 Motion carried.

G. VICKY STADTHER (McDONALDS); Consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for property located at 5760 Cahill Avenue Resolution 17-247

Community Development Director Tom Link stated the McDonalds located on the corner of Upper 55th and Cahill wants to add an additional drive thru. They will be doing minor site improvements and adding ADA improvements to the building. The size of the building and access will remain the same. A storm water facilities maintenance agreement will come back to the City Council at another time. Planning staff and Commission unanimously approve the improvements.

Councilmember Piekarski Krech asked if they are going to change the traffic flow pattern?

Kevin Shay with Landform Professional Services, here on behalf of Vicky Stadther of McDonalds, stated the proposed drive through area, when doubled like that, will only have one bypass lane. The traffic flow will change slightly in that they cannot pass each other. It will only be a bypass for traffic going around one way. He described the site plans and traffic flow as pictured on a map. The parking will be reduced 12 spaces but still exceeds the code requirement by two spaces. They are working through approvals right now with the City and while he isn't sure of a specific date, he believes this will begin in early spring.

Mayor Tourville stated that there are problems with people going the wrong way on Cahill, but a lot don't see it. This configuration isn't a lot different from the other McDonalds at 80th and Cahill.

Motion by Hark, second by Bartholomew to consider a Resolution relating to a Conditional Use Permit Amendment to add an additional drive-through lane along with other site improvements for McDonald's located at 5760 Cahill Avenue Resolution 17-247

Ayes: 5

Nays: 0 Motion carried.

III. PUBLIC WORKS

H. First Reading of Ordinance Amending Rights-of-Way Management Ordinance

City Attorney Tim Kuntz stated this is the first reading of an ordinance which amends the Cities Right of Way Management Ordinance. The City passed one a few years ago for utilities to obtain permits so they can use the right of way. Legislature passed a number of laws dealing with small cell wireless facilities. These are small cell applications which are for increasing compacity where there is intense use of wireless systems. They can be free standing, hung on utility poles, etc. The City is going to touch the subject in three ways. First you passed a pole location agreement in a standard form. In the City right of way users have a right to use the City right of way. When they want to use your facility/light pole/utility pole, etc. you will have to allow them to do so subject to the pole location agreement. The second way we are now considering is an amendment to the Right of Way Management Ordinance which we are doing as you need to treat facility users as if they are utilities and have the rights in your right of way. Due to that they need to be incorporated into the right of way management ordinance. Permitting will be needed following guidelines and engineering. The third way is still being worked on by the Planning Department and that is the zoning question. The two areas we are speaking of here, one being the right of way itself, the second is private property. Legislature states with respect to public right of way, if small cell is being located in the

right of way adjoining non-residential zoned property, then these facilities within the right of way are being treated as permitted uses. If they are in right of way adjoining residential property, the City can require a conditional use permit. Mr. Hunting is working on an ordinance that language. Second category is private property and where they are located. Right now, they can be in the same zones as the antennas are, but that will need to go through the normal Planning Commission process. We ask you to address the first reading today.

Additionally, when first adopted, we retained outside Council Jim S., who specializes in antennas. He has been the author of the changes to the right of way ordinance because he was there in the beginning.

Motion by Piekarski Krech, second by Perry to approve the First Reading of the Ordinance Amending Rights-Of-Way Management Ordinance.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3:

City Attorney Tim Kuntz stated there is Statute 13D.05 subdivision 3 (c) 2 & 3 which allows the City Council to go into an executive closed-door session for the purpose of formulating offers and counter offers with respects to the acquisition of real estate and for the purpose of considering non-public protected appraisal data obtained by the City. This will be in respect to four properties as listed:

A. Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:

i. LSS Properties LLC - 6455 Doffing Ave - 20-36500-32-110

ii. Hay – No address - 20-36500-31-050

iii. Kramer – 4301 64th St- 20-36550-31-070

iv. Walser Real Estate III LLC – 4343 65th St E – 20-36500-32-070

Motion by Piekarski Krech, second by Perry to approve the Executive Session Pursuant to Minn. Stat. 13D.05, Subd. 3 (c) 2 & 3.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN: The meeting was adjourned at 9:22 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 2, 2018 6:00 PM – 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in work session on Tuesday, January 2, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited. Roll call: Present were Mayor Tourville, Councilmembers Bartholomew, Hark, and Perry. Absent Councilmember Piekarski Krech. Staff; City Administrator Joe Lynch, Attorney Bridget McCauley Nason, City Clerk Michelle Tesser, and Fire Chief Judy Thill.

1) Fire Station Discussion

Fire Chief Thill introduced the item. Five Bugles Design personnel were also in attendance to help give an update. They have been meeting with the Fire, Planning/Zoning and Engineering Departments on design and construction requirements for the new fire station.

Steve Gosman, Five Bugles Design, showed a schematic of the proposed fire station site and building. We are close to finishing the design. The site is nice for response and we can work with the grades of the site. One issue is the zoning of the property. It is going to be zoned "P" Institutional. The new zoning will require a 75-foot setback. The vacant grocery store across the street has a 30-foot setback. We can make this work with a 30-foot setback. We plan on applying for a variance in January and coming to City Council in February for approval. The utilities on the site look good. We are talking with staff about trees on the site. We would like to come back in front of the City Council at a work session with the plans for the building.

We are near a conceptual floor plan design. We typically need three months to put together our engineering and architectural documents to release to bidders. We are anticipating that to be around March and breaking ground in April.

We will need approval from MnDOT and staff will be working with MnDOT on that process. The approval process from MnDOT can take up to three months. Staff has also agreed to work with Dakota County in case anything needs to be reviewed/approved by them. With staff working with MnDOT and Dakota County it will save money.

Mr. Lynch stated there are two other zoning issues: 1) Rezoning from Commercial to P Institution and 2) a boundary line change. These two processes will be handled by city staff and will run concurrently with Five Bugles schedule of schematics and final design. The rezoning will take about 90 days.

Councilmember Hark asked if the two parcels will be rezoned P Institutional? Mr. Lynch responded the whole property would be rezoned to P Institutional. Councilmember Hark said he would like the approach for the rezoning to be appropriate especially for the southern part of the property for its future use.

Mayor Tourville gave a brief history of why P Institutional required a 75-set back. It is because of the neighboring homes not being too close to the building and the sounds it can create.

Mr. Gosman said we are working on the grade of the site which is challenging and are hindered by the degree of the slope from the existing house and would like to make it a 2% to 3% for the fire trucks.

Councilmember Hark asked why MnDOT review was needed? Mr. Gosman stated there will be a wetland delineation required and it was for storm water runoff (because of Highway 52). A wetland delineation cannot be done until April. The fire trucks will be coming out on a city street (Court House Boulevard).

Mayor Tourville said he was concerned on how to respond at a public hearing if the whole property is rezoned to P Institutional. He suggested figuring out how much property is needed for the fire station and rezoning that P Institutional. Staff should look at this piece of the process. Mr. Lynch said a preliminary southern boundary line has already been discussed. The pond would be included in the city property. The property would be approximately 5.5 acres. A survey of the property has already been done.

Councilmember Bartholomew said he is in agreement with staying ahead of the rezoning. Mr. Lynch said a copy of the preliminary survey would be sent to the Council. Mayor Tourville said he would like to be clear and honest at the public hearing about the use of the southern portion of the property. It is not the city's intention to keep that portion of the property. He believes the long-range plan is not to make that property P Institutional. The width of the building was discussed and shown on the map to meet the setback requirements. The topography of the site was discussed.

Councilmember Bartholomew asked if it was just the building or the building and parking lot that is having trouble meeting the setback requirements? Mr. Gosman said it is just the building.

Ms. Thill said the fire station is on the agenda for the February and March work sessions to discuss the design of the fire station and approve the bidding process. The design team has looked at the layout of other fire stations, our fire stations and need feedback from Council. A meeting should be scheduled to discuss the floor plan. We are looking at bringing this back for the City Council for final approval of the schematics at the January 22nd City Council meeting. Mr. Gosman said once the City Council approves the schematics then the structural, mechanical, and electrical engineers would start working on their designs.

A schematic design is the footprint - arranging of spaces, looking at flow of the building, and looking at response time. After that process, we would design the construction documents and put the design into bid documents – the instructions on how to build the building. That is where most of our time is spent - in the bidding document process. Mr. Lynch recapped schematic design is space relationships, design development is fill in the blanks (electrical, heating/cooling, plumbing), and construction documents are in preparation for the bidding process also called final design. A meeting date was decided for Wednesday, January 17, 2018, at 6:00 pm in the EOC.

Ms. Thill said it will be brought back to the City Council for final approval on the schematics on January 22nd. It would then come back on the March 26th City Council meeting for approval of final design. There should be a couple of meetings in March with Council depending on how involved you want to be in the final design. Mayor Tourville asked if it could be moved forward or back from March 26th. Ms. Thill said that might not fit in the schedule. Final bid approval would be at the March 26th City Council meeting, then advertising for bids would start on March 27th and run for three weeks. The April 23rd City Council meeting would be for approval of a bid. Mr. Gosman said Council involvement for the design work would be needed in February and not in March. Cost estimates will be more detailed as the process moves forward. In March, we will be asking for your approval to put the documents out for bid. Mayor Tourville

suggested working closely with the Finance Director as this is a bonding project and needs to stay on budget.

Ms. Thill said if the discussed dates work a pre-bid meeting would be potentially in early April and then coming back to the April 23rd Council meeting to seek approval of a bid. Breaking ground would be in early May. May through September would be the foundation and exterior work. Framing work would be sometime in September. The occupancy inspection would be in March of 2019. Landscaping work would be done in May of 2019. Total completion is scheduled for May of 2019.

Mayor Tourville asked if the sewer and water running underneath the highway was causing any issues? Mr. Lynch responded he believes there are no issues of getting utilities to the site prior to or during construction of the building. The preliminary plan is to get an easement across the parking lot of the former Rainbow site and go under Highway 55/52. The area was shown on the map. This plan would also serve utilities to the southern lot. Staff indicated the utility work should be able to be done in 2018.

Mr. Lynch said the purpose of the extra scheduled meetings are so Council is aware of what is going into the building with preliminary cost estimates. If there are any concerns at that time, that would be the time to make any adjustments on the design or if you are not comfortable with the costs.

Mr. Lynch said a meeting is being scheduled with the neighborhood to give them an idea of the project and what is being planned. Once we know the construction schedule another neighborhood meeting would be held to let them know what will be happening with the construction.

Mayor Tourville suggested setting a meeting on Tuesday, February 20th at 6:00 pm. **Motion by Bartholomew, seconded by Hark, to set meeting dates of January 17, 2018, at 6:00 pm and February 20, 2018, at 6:00 pm for new fire station discussions and unanimously carried.**

Mr. Lynch discussed the past management of building city hall and issues experienced. Construction management would be hiring an individual or firm to manage the subcontracts for all the work on the project. Another approach is hiring an owner representative, which would be an individual or firm hired to oversee the city's interest in the construction. They would deal with the general contractors, architect and would have the city's best interest during those times. We could hire an owner's rep, go without, or consider hiring a general contractor for construction management. The way city hall construction went he would recommend hiring a construction manager but it may be too late for that option with how far along we are in the process. At this point, an owner's rep may be the best option. The Fire Chief and Assistant Fire Chief will still be working with the architect. The Fire Chief would be allowed up to \$5,000 in change orders, so the project could keep moving and then would be approved by the City Council every two weeks.

Councilmember Bartholomew said he believes an owner rep would be appropriate.

Councilmember Hark asked if the cost of an owner's rep would be tied to the cost of the project or would be it be an hourly cost? Mr. Lynch responded it is typically tied to the size/scope of the project.

Councilmember Hark asked how it could be avoided that the owner's rep time would not run out before the completion of the project. Mr. Lynch responded it would be the entirety of the project including all the wrap-up items. Mr. Gosman described how an owner's rep should be used and what the qualifications are for hiring one.

Mr. Lynch will look at recommending hiring an owner's rep to be in place by the end of March. It was the consensus of the Council that having an owner's rep is a good idea.

B. Adjourn

Councilmember Perry made a motion to adjourn, seconded by Councilmember Hark, and unanimously carried. The work session adjourned at approximately 7:02 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 8, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, January 8, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry, and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen, City Engineer Kaldunski, Fire Chief Thill, and Recording Clerk Yourczek (absent).

3. PRESENTATIONS:

A. Introductions of 2018 Recruit Firefighters

Fire Chief Judy Thill stated she will be introducing two of three newest volunteer paid/on call recruit firefighters. She stated these recruits were given conditional job offers late last year and passed all the requirements for hire. They began classes last week and will continue on a weekly basis for the next nine months. She stated recruits train weekly for the entire year, however, one thing that is unique about this specific recruit class is that all three of them are also taking medical training at the same time they are taking fire training. She stated they agreed to this accelerated schedule, which will allow them to complete their two most basic training programs in nine months instead of twelve, allowing them to go out on calls three months earlier. Once they complete their basic training next year they will also be required to take advanced firefighter training.

Chief Thill introduced Richard Wagner to the Council stating Richard is a retired Law Enforcement Officer that wanted to continue serving the public and as a result, he applied to be one of our Firefighters. She then introduced Nicholas Wagner stating he is a student presently studying Law Enforcement but also has an interest in firefighting and loves to help people. Both are longtime residents of Inver Grove Heights and both have the same last name. Richard and Nicholas now hold the designation as being the first two firefighters hired for the brand-new Fire Station 2. She stated while we presently have firefighters assigned for that station, all of those firefighters were brought on for the existing stations. She stated these two carry a name familiar to the Inver Grove Heights Fire Department. She stated Rudy Wagner was a long time Firefighter who retired after 35 years, was our third Fire Chief, and was also a very well-known State Rescue Instructor.

Chief Thill stated our third recruit, Dustin Pedersen, could not be here tonight but we would like to welcome him back. She stated being a paid on-call firefighter is extremely time consuming and difficult to balance when you have small children and new jobs. Dustin, after five years, stepped back for awhile and is now back. He brings the number of active Pedersen brothers to three on the Inver Grove Heights Fire Department. She also stated his Grandfather, Denny Baumann, was a retired Fire Officer, and his Uncle Mark Blochinger, was a retired Fire Chief. She stated that family connections are extremely important.

Additionally, Fire Chief Thill thanked Fire Operations Officer Paul Rank for being the Recruit Training Coordinator for the last nine or ten years. He is the one that shepherds each of these recruit classes and makes sure things are taken care of.

Chief Thill also thanked the three 2018 recruit volunteer/paid on-call firefighters for volunteering their time and welcomed them. She stated this is a huge time commitment and it's important to have people like this who want to give back to the Community, which in turn, saves money for the citizens of Inver Grove Heights.

B. Introduction of 2017 Citizen Fire Academy Graduates

Fire Chief Thill stated she will be announcing the graduates of the most recent Citizens Fire Academy which is held jointly between the Inver Grove Heights Fire Department and the South Metro Fire Department. This was the second year they held this joint Academy. The 2017 Academy had eight who attended and six of those were from Inver Grove Heights. She stated while there have been many other Citizen's Fire Academy's in MN and throughout the nation, they are proud that the Inver Grove Heights Fire Department, which is primarily a volunteer/paid on call fire department, and South Metro, which is a fully career fire department, is put together. As a result, those who attend this particular Citizen's Academy get the benefit of both the career and volunteer side.

Chief Thill again thanked Fire Operations Supervisor, Paul Rank. He is the one that worked closely with South Metro to get this program started in 2016 and continuing it into 2017. She stated the graduates receive a certificate of completion at the end of their academy. She also stated that she has a certificate for completing the second Inver Grove Heights Fire Academy. It is their hopes to have one of these academies every year. She stated that if anyone out there is interested, they will be taking applications this summer and will start later on this year.

Chief Thill called the following names to receive their certificates:

Joel Greenberg

Christopher Moen

Cilia Market

Arlan Olson (not present)

Byron Patterson (not present)

Ross Perry

Chief Thill stated these are four of six that attended from Inver Grove Heights, and thanked them for their interest. She stated that hopefully the information they learned will allow more people to become interested in the Fire Academy and to learn how things are done within the Inver Grove Heights Fire Department.

A picture of the group was taken.

Mayor Tourville thanked the academy members, new recruits, firefighters Paul Rank and Chief Thill for the program.

4. CONSENT AGENDA:

A. i. Minutes of November 6, 2017 Work Session Meeting Minutes

ii. Minutes of December 4, 2017 Work Session Meeting Minutes

B. **Resolution 18-01** Approving Disbursements for Period Ending January 3, 2018 C. Consider Pay Request No 2 – Bid Package 3 – East Rink Floor Project - City Projects 2017-05

D. Consider Pay Request No 3 (Final) – Bid Package 3 – East Rink Floor Project – City Project 2017-05

E. Consider Pay Request No 4 – Bid Package 2 – East Rink Floor Project – City Project 2017-05

F. Consider Change Order No 1 – Bid Package 1 – East Rink Floor Project – City Project 2017-05

G. Considering Approval of **Resolution 18-02** Extending the Cable Franchise Agreement with Comcast Cable Company until July 31, 2018

H. Accept Final 2017 Donations & Grants for Various Parks and Recreation Programs

I. Consider Approval of 2018 Sentence to Serve Contract

J. WASATCH STORAGE; Consider a **Resolution 18-03** approving the Improvement Agreement, Storm Water Maintenance Agreement and related agreements for the property located on the south side of 50th Street, west of Blaine Avenue

K. Consider Revised Final Compensating Change Order No. 2, Revised Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2016-01 - Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)

Resolution 18-04

- L. Consider Pay Voucher No. 6 for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 - 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail)
- M. Consider Pay Voucher No. 5 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- N. Consider Pay Voucher No. 6 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- O. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer's Final Report, and **Resolution 18-05** Accepting Work for City Project No. 2017-09B – Sealcoat
- P. Consider **Resolution 18-06** Approving Part 1 of the Application for Permit Coverage Under the 2018 Reissuance of the MS4 General Permit
- Q. **Resolution 18-07** Accepting Individual Project Order (IPO) No. 33 for Final Design Services for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road
- R. Consider a **Resolution 18-08** Authorizing the City of Inver Grove Heights to Enter into an Agreement with MnDOT for an Agency Delegated Contracting Process Agreement
- S. Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction **Resolution Call 18-09, Resolution Declare 18-10**
- T. **Resolution 18-11** Scheduling a Public Hearing to Consider Ordering City Project No. 2018-05 – T.H. 3 Intersection Improvements at Diffley Road for the Robert Curve Development
- U. Consider Adoption of the Updated City of Inver Grove Heights Emergency Operation Plan (EOP) **Resolution 18-12**
- V. Sale of Real Property for 5039 Brent Avenue
- W. Personnel Actions

Motion by Bartholomew, second by Hark to approve all items on the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARINGS:

A. Consider Approval of IGH Heat Soccer Premise Permit to Overboard Bar and Grill, 4455 64th Street E. Resolution 18-13

City Clerk Michelle Tesser stated that in front of the Council for consideration this evening is an application from IGH Heat Soccer for a premise permit to conduct lawful purpose gambling operations at Overboard Bar and Grill located at 4455 64th Street East. She stated that IGH Heat Soccer holds a lawful gambling premise permit at Celts Pub as well. The organizations gambling manager, Sarah Westall, has reviewed the ordinance and believes the organization will fulfill the intent of the ordinance. She stated a background investigation was completed. Staff has reviewed the application and asks for approval.

The President of the Inver Grove Heights Youth Soccer Association, Gabe Rojas-Cardona, 9716 Benjamin Trail, came up and introduced himself to the Council.

Mayor Tourville stated for clarification that you can hold two premise permits in Inver Grove Heights.

Motion by Piekarski Krech, second by Perry to close the public hearing at 7:11PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Hark, second by Piekarski Krech to approve the IGH Heat Soccer Premise Permit to Overboard Bar and Grill, 4455 64th Street E. Resolution 18-13.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. IGH INVESTMENTS, INC.: Consider the following for property located on the south side of Amana Trail, west of Target:

- a) A Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential.
- b) An Ordinance Amendment to Rezone the Property from B-4/PUD, Commercial Shopping Center District to R-3C/PUD, Multiple Family Residential District.
- c) A Resolution relating to a Preliminary and Final Plat and Preliminary and Final Planned Unit Development for a 400-unit apartment complex.
- d) A Resolution relating to a Conditional Use Permit for a 400-unit Multiple Family Development.
- e) A **Resolution 18-14** relating to making a Negative Declaration Relative for the Need for an EIS

Mayor Tourville stated that we will have a staff presentation first and then the applicant will have a chance to talk about their request. After that we will open it up for public hearing.

City Planner Allan Hunting stated the request before you tonight is a proposal by the applicant to change the Argenta Hills PUD for a two phase 400-unit apartment building. Phase 1 would consist of 253 units, and Phase 2 would be for 147 units.

Allan Hunting displayed the location on a map and stated the comprehensive plan requires a change from its current designation of regional commercial to an HDR (High Density Residential). He stated the staff report includes the definitions and lease policies of both categories for the Council to review. This will help in providing a basis for either retaining the current designation or changing the designation.

He stated the second portion of this is for rezoning. The rezoning would require the land to go from a D4 shopping center district to R3C multiple family, which is consistent with the comprehensive plan designations.

Allan Hunting stated the amendment is for the change from commercial area to residential. He showed a map with the location and stated in 2007 the Council approved the Argenta Hills PUD, which was for 154 residential units and 410 thousand square feet of commercial. He stated there have been slight changes to the amendments in every one of the residential neighborhoods. The number was reduced from 154 to 122 units. There were changes in some single-family as well as changes in townhomes that went to single-family. He stated there were also some changes to commercial as Target decided to go with a smaller plan. Overall, the plan had two big box stores, one at 132,000 sq. ft. and a couple of junior anchors for a total of 50,000 sq. ft., which he displayed on a map for reference.

Allan Hunting referenced a diagram of the site plan stating the first phase would be a 253-unit apartment building on the west side and the second phase would be the 147-unit on the east side. Parking would be both surface and underground for each of the units. The access points would remain the same way they exist today. He stated there are trails and amenities, open space and dog park areas, and more greenspace on the plans. The plan meets all the performance standards of the northwest area.

He stated other topics noted in the report were traffic related, as there would be a reduction in total trips, resulting in less trip generation.

Allan Hunting stated regarding taxes, the apartment building would have more value than a retail big box building. In the northwest area, multiple family would end up generating more utility connection fees than commercial would.

Allan Hunting then touched on the last of those requests being the EAW (Environmental Assessment Worksheet). He stated because this project was over 375 units and was a change to the plan, and that was looked at as part of the AUAR that has been approved and amended, it needs to go through an EAW. He stated the applicant prepared that report and distributed it through the proper channels. Once that was completed they had their comment period and came back with no suggested changes or recommendations. He stated the Environmental Commission also reviewed the request and did not find a need for further additional environmental work.

Allan Hunting stated that staff believes there is merit to the change in the project. He stated that staff felt that larger retail in this area is going to have some challenges, but that additional housing in the area will help generate other commercial and help existing commercial currently there. He stated this change would provide a different housing mix and density that the northwest area looks to achieve.

David Higgins, 3253 Bryant Avenue South, Minneapolis, stated he is with McGough Development. He thanked the Mayor, Councilmembers, City Staff, and City Administrator Lynch, and appreciated the opportunity to come before them this evening to present their project and the requested approvals. He also thanked the Community members who came out as well. He stated McGough has a long reputation at working very hard with their projects and this is an important site. Having the Community be a part of the dialogue is an important thing. He commented that they have had a series of meetings regarding this with the Council, City Staff, and the Community on seven occasions.

He stated also with him this evening is Link Wilson and Petro Megits, who are from the design firm Kaas Wilson Architects, and Ryan Bluhm who is with Westwood Engineering, which has handled civil engineering as well as landscape design for this site.

Mr. Higgins stated McGough's history with the site goes back to the mid 2000's working with the City and City staff on development of the overall site. He displayed pictures of the current site condition, stating that McGough originally designed this site as something more than what we are talking about tonight. This development is part of an overall development to be mixed-use with retail and residential. He stated they have become their own ten-year case study in what has happened with the changes in retail industry. For example, the evolution of retail coming away from bricks and mortar shopping to online shopping, which in turn leads to closures within the industry and a concentration of retail at population centers.

Mr. Higgins stated they have seen considerable change out here, such as the expansion of Argenta Trail. He stated as a part of the Target project they completed three buildings on main street. Most of those spaces are currently empty and have been since they were built. He stated there is a single destination business with the Veterinary Dermatologist as most of their customers arrive based on their existing relationship. They have also had a Sushi restaurant open up, which has made an effort to be successful in the area. He stated the Council may have received emails from those businesses in support of this project and encouraged the increased density in this area.

Mr. Higgins stated there are a couple reasons why they made a change to this use. In the first instance they have had many years of experience with retail not working here. He stated they also looked at the trends for residential living and the existing housing stock in Inver Grove. He stated this change is a catalyst for growth and sustainability in the Community for retail and jobs. There hasn't been a new modern project in Inver Grove built since 2004. He stated the occupancy levels here are extremely low, some of the lowest in the Twin Cities metro. There is also significant employment base nearby that currently has only one option when considering Inver Grove, which is single-family homes. He stated that diverse housing choices are important for sustainable communities. He stated in looking at the history here, a large number of employees are not buying homes, but renting. When businesses are considering Inver Grove, the more options the more attractive it is as a City to locate a business and bring in employees.

Mr. Higgins stated we have slides and data that has been shared with you over time. This project will bring more open space here than commercial would have brought. He stated this project will have substantially greater landscaped areas with approximately 50% relative to the commercial use, which was approximately 80% impervious. He stated this project, as Allan Hunting noted, will bring sewer connection fees for the City, it will also bring roughly \$900,000 in Park Dedication fees in the first phase alone. He stated they were looking for something compatible with residential, beneficial to the existing Target store, and the main street retail. He stated the answer is residential in terms of use and is best served by density.

Mr. Higgins stated he will wrap up by highlighting some of the concerns they have heard consistently from the Community. He stated they heard people have retail aspirations. He responded that McGough has spent ten years to make retail happen. He stated people have had concerns over traffic. His response was that a big box store would bring twice the amount of traffic as the currently designed residential. He stated people have spoken about concerns with home values. He responded that McGough has provided information prepared by a third-party research firm that has studied a lower caliber project from the one you have here and those findings show that not only do home values not fall, they don't remain static either and continue to rise. He stated they have also heard about a desire for open space and for parks. He responded that in the course of the design of this project, through some of the feedback they received, they shrank their building footprint adding landscaping to the phase one development parcel to the west, and they designed additional landscaping on the second parcel for the second phase to create a greater enhanced landscape environment that is open to the public. He stated that trails, sidewalks, and connections were also included in those plans.

He stated they were asked if this project will lead to an uptick in crime. He response was that this is a luxury project. Rents will span from \$1,000 to \$2,600 a month, which compares roughly to a \$500,000 mortgage payment. He stated this is going to be a nice building, this is going to have residents who can pay those rents. He stated all residences like these have background checks and income verification. He

stated dense housing has been shown to add eyes on the street to the extent that there are more population and people looking out for the neighborhood.

Link Wilson with Kaas Wilson Architects, displayed slides of the location. The images shown depicted the exterior of the building that consisted of brick, stone, and panel siding, which are condominium quality materials.

Mr. Wilson stated he has heard that there have been conversations and concerns about the fourth story of this project. His response was that density brings quality, which means the quality of the materials on both the interior and exterior of the building. He stated this project has 9,000 sq. ft. of common space on the interior which is unlike any other project in the area. There is also 7,000 sq. ft. of active swimming pool/outdoor space.

Mr. Wilson displayed a few slides of the project and then pointed out a few changes that were made. He stated that they are improving the tree structure. They moved the building back and eliminated a frontage road. Then they continued to move it toward Highway 55 and rotated the building so that they could block the parking lot lights. He stated the parking lot lights are very low level, but he felt these moves and rotations were changes that they made along the way as they heard the concerns.

He stated after they had neighborhood meetings and heard the concern about a lack of walking and park space, they decided to develop a trail and the landscaping in Phase 1. They would connect that trail back to existing retail and trails that are there. They also stayed as far as they could from the neighborhood. He stated the height of the building stays within the residential requirements within the site and the height gives them the kind of density that they need to provide amenities to the residents.

Mr. Wilson went on to talk a bit more about the outdoor common space as well as the swimming pool area, administrative offices, fitness/yoga studio, club rooms, and private movie theatre. There is also green space outdoors. They also have significant amenities inside of each apartment. He stated he has other images available if anyone needs them, but for now will open it up for questions.

Chad Mitchell-Peterson, 1528 76th Street West, stated that he is in opposition to the proposed 400-unit apartment complex and is speaking on behalf of some of his neighbors. He displayed slides for reference of this project.

He stated they know this land will not stay vacant forever and they look forward to the development of this Community. He stated they are aware that big box and junior box retail are highly unlikely, but that doesn't mean all retail and commercial business is out of the question. He showed pictures of the views from his home, as well as a depiction of the view of the apartment complex in that location. For height comparison he showed a picture of his vehicle in front of both the Target store, and in front of a building that would be similar in height to what they are proposing.

He stated there are concerns of losing our future pocket of retail within Inver Grove and lost business opportunity, as we are the first traffic stop coming up from Rochester, as well as the major development that continues all around them. He stated there is available property already zoned for this project, which is being bypassed in his opinion, at the intersection of 70th and South Robert Trail. The density gap that has been touched on will still remain in the northwest project.

Mr. Mitchell Peterson questioned the overall supply and demand of rental properties located nearby as something he would like to see the vacancy rates and nearby competing projects on. He asked what if the Phase 1 doesn't make it and the isolated parcel to the west? If they do not complete Phase 2, we will be left with a pocket. Will we have a division of zoning?

Mr. Mitchell Peterson displayed the current land use map and pointed out the high density living that exists. He then stated what he felt the future could bring and referenced the Mendota Heights retail area that is thriving off of Dodd Road and Highway 110. He stated that area has a lot of development that is very similar to what is structured around here. He stated he would like to see this proposal denied, but at a minimum he asked that they at least push this project out 12 to 24 months so they can see what happens with the Vikings establishment and the employment that will bring.

Keith Carlson, 7634 Addisen Path is opposed to the project as it is proposed today. He stated with density comes quality but also size. He stated the Target building actually has three heights. The proposed height here is 55 feet, but that doesn't lay out if it is elevated for grade. The Target structure today is lower than the road and more than twice the size of a commercial building. He stated that is not something he is comfortable with. When they moved into the neighborhood they could see what was set up to be developed and could see the lights in place to be about 30 feet.

He asked if staff could confirm or deny that height, and commented that those lights are actually higher than the Target building.

Mr. Carlson stated the biggest concern was the size. 55 to 60 feet of height would cut off the skyline and the view. That's not what they signed up for, nor is the best use of the land and what the people of the community have signed up for. He stated that it has been brought up that there is not a lot of density from apartment complexes in the City and he knew of at least 8 and 10. There is quite a bit of apartment development within this City and you can see that going more down by Highway 3 and 70th as was mentioned earlier. He stated a majority of apartment complexes in this City do not have single-family homes abutting them, they either have commercial or businesses or higher density up against them.

Samantha Fitzgerald, 7668 Addisen Path stated their biggest concern is the size. She felt 400 units was too large of a development and would be setting it up for failure right out of the gate. She stated in the City staff report they state that this parcel can only hold 375 units. High density is about 12 units per acre, and this has 23 units per acre. There are only a handful of the apartments in the state that are of this size. She stated those large-scale communities have walkability and access to mass transit and this project has none of that. With numerous luxury projects going up within a few miles of this project she doesn't believe there is a demand. She commented that the other projects came after the retail and restaurants. She stated when McGough came to the neighborhood this wasn't a luxury project, this was a market rate project, she felt when they use terms like luxury it's just a rebrand. She stated if the City feels there is a need for high density housing there are other opportunities for this within four miles of this proposed project. The Vikings facility, the townhomes, and single-family homes, it seems the best path is to see what these amazing developments will bring to Inver Grove Heights. She stated the bottom line is this is too many units for the streets and the paths in this neighborhood. She asked that they please tell McGough they can do better. They can do better for this lot of land, this neighborhood, and they can do better for the City of Inver Grove Heights.

Heather Thornton, 7621 Addisen Path, stated she is a resident of the Argenta Trails neighborhood. Her yard doesn't look over the property in question, she overlooks the trees on the other side. She isn't here as just an Argenta Trails resident, but also as an Inver Grove Heights resident. Her first concern is as a neighbor. She stated they have a walking trail that goes behind their trail that they all utilize, and they know one will be in the development. The area is boxed in by Robert Trail on the east, Argenta Trail on the west, and 55 on the south. They don't have anywhere to go except their own neighborhood. She stated while it will be nice to have the walking trail extended, on the flipside, the people who live in those 400 units will be using this tiny little walking trail that goes behind their homes. She stated this was never built to be used by 800 people walking through their backyards. She stated there is also a sidewalk that covers 21 of their 85 homes and asked where are all these people going to go? If only half the people use that path behind their homes that's 200-additional people walking on a trail that was never intended for that many people. She stated there are concerns with respect for safety and privacy as it wasn't built with that intent.

Ms. Thornton stated her second concern was as an Inver Grove Heights resident. She moved here three years ago and is all in in this Community. There is a lot to offer around here and she loves where she lives. She stated the Vikings facility is coming to our County as well as Prime Therapeutics. We are going through a boom here and all of this can put increasing pressure on our transit system. She stated as of 2006 roughly 3,300 cars traveled on Argenta Trail just north of Highway 55. Currently Robert Trail carries about 8,000 cars per day. They endorsed connecting Argenta Trail to 494. Connecting that will increase traffic on the same road that carries 3,300 cars to 31,000 cars a day by the year 2030. The traffic on Lone Oak Road and Yankee Doodle are forecasted to carry less than Argenta Trail. She stated 31,000 cars a day is 2/3 as much as County Road 52 is expected to carry and that's a proper highway. She stated she is astounded as to why we would consider rezoning some of what will be considered the most prime commercial property remaining in Inver Grove Heights to high density residential. She stated that over 30,000 cars a day will pass this specific intersection on Argenta and our City is going to let it change to residential? In the future if she were to be commuting up Highway 55, she would cut right by there to get to 494. She stated she understands that there are fears that large retailers are decreasing their space. 48% of Minnesotans in 2016 were employed by small businesses and small business retailers are expected to grow, that's the group that is filling in the spaces left. She stated she didn't think the need for commercial space was dead, people still want a place to go.

She stated she works as a program manager and she understood that new variables are introduced every day. It's her job to assess what the ramifications are. She stated in her job you have to ask questions such as does this move forward? Does this change the company brand? How do the stakeholders feel? She stated she needs to redirect and incorporate those great ideas to the plan she had in time. She urged the Council to thoughtfully consider whether the land should be rezoned. She questioned if there wasn't a company that had the idea to change the land into dense housing, would our City have incorporated the concept to change the land on our own? Retaining the land use designation as commercial allows Inver Grove Heights to capitalize on that growth and satisfies the established desire of our Cities residents to do business locally. Lastly, she stated if you do decide to grant them permission to move forward, she asks that Park Dedication fees be combined with Argenta Hills to facilitate the purchase of a neighborhood park within walking distance.

John Murphy, 7652 Addisen Path stated he lives in one of the homes that will be looking out the back at the new development. He thanked the Council for taking their emails, phone calls, and meeting with them over the last few days, as this is important to their neighborhood. He stated it has been mentioned that

there are concerns over the lost opportunity, over lost retail. We stated this wasn't what we signed up for, but understand that things change. He stated that they have heard testimony from current projects and houses in the area, as well as new businesses. They have heard about the importance of walkability for a development of this size. They as neighbors have concerns over the sheer size of this project. He stated many believe this is a market-timed opportunity and nothing more. He stated this neighborhood will end up suffering when the housing and rental market once again changes. He referenced a book he read and commented that the one thing that stood out was when you understand what incentivizes individuals you can often predict their behavior. He stated he understands McGough's position, the neighborhoods position, and you can understand what Target and the smaller stores there would like. He questioned whether this was a long-term or short-term opportunity for Inver Grove Heights?

He referenced an article from the Star Tribune dated December 16th that speaks about the Twin Cities area as a no renters market, but that will start to tilt in 2017. He referenced another article from August 2017 that stated the Twin Cities apartment market stays hot, driving up rents. He referenced an annual sales report that talks about the rise in rental rates and the decrease in vacancy rates. He also referenced a report from West St. Paul that talks about the need for apartments in our Community. He stated that as of August 2016, Maxfield says that in one of our sister Communities they only need 1,000 more apartments to meet the need. And yet another report stated that we added 3,612 in 2015, 3,700 in 2016, 5,400 in 2017, and about 7,200 will be added in 2018. He went on to state that the National Association of Realtors stated there will be an increase of 8.5% in new home starts in 2018.

He stated two of our neighboring Communities are some of the oldest in Minnesota. They have starter homes and as the population ages in those Communities there will be more starter homes on the market. The supply of rentals available will go up, and supply and demand dictates the prices will go down. He stated Realtor.com predicts that this supply may catch up in the latter half of 2018. He stated he doubts that whoever McGough ends up selling this development to, will let their vacancies go up and not compete on price. If the price goes down the demographics of the development will change.

Mr. Murphy stated he represents a handful of his neighbors, and their conclusions were that this is a market timed opportunity for the developer, but they as residents believe it takes time for retail to develop. Sometimes the retail needs to be there before the people move in. He stated based on the market and new home construction, they also believe the current vacancies in the buildings outside of Target could be rented with the right type of retail. He himself has personally tried to rent one of those spots and it was very difficult. He stated if there is a short-term need, and if predictions are right, the market may turn even before construction is complete. The proposed development is, in their opinion, just an intense over-saturation of that open land. He stated that 700 to 1,000 more people in that small location seems ridiculous. He asks the Council to leave the comprehensive plan unchanged and allow more time for retail to develop. They believe it is in the best interest of the City and their neighborhood and it's not the right time, nor the right place.

Councilmember Piekarski Krech asked Mr. Murphy about the vacant building he tried to rent.

Mr. Murphy responded there was a time when he signed off on the new leases for his firm. When he tried to rent one of the spots to open another branch, they called him because rent was above the market. He stated that wasn't such a big issue and they were comfortable with that, but whoever was representing the developer told us that they would certainly not rent a dance studio, nail salon, or certain restaurants. They wouldn't guarantee a pawn shop for instance, or a massage parlor. He stated that it raised red flags. He

said in addition to that there was a significant penalty for early cancellation, and in the words of their agent at the time, it was one of the worst he has ever seen for someone who wanted to rent the place.

Paul Mandell, 8320 Cleadis Avenue, Inver Grove Heights stated there should be a letter in the agenda packet from the Housing Committee, and as Chair, he said they would love to see some mix of affordable housing in this project. He stated that it has already been mentioned that this will bring less traffic, not more. That this would screen out some of the noise from Highway 52 and some of the light from the parking lot and that it would add more green space than any big box or commercial. He stated that just because Target is of a certain size that doesn't mean that something else wouldn't be twice that size commercially. He commented this also brings far more tax base to the City and the City is already playing a catch-up game. The Committee believes this is a project that is long overdue for the City. He stated while it may not be advantageous to the neighborhood itself, it is advantageous to the City as a whole, not just to McGough. He stated they encourage the City Council to support this project as they think it is one way to accomplish some of the density that has been lost in some of the past development projects.

Mr. Mandell stated they spoke about the Vikings project, but there is a lot of commercial being built over there too. He stated there were some complaints with the expansion of Argenta and that it wasn't going to help Inver Grove, but that it would be pass-through traffic going to 494. He stated residential would support the commercial that is struggling, there are five empty spaces that businesses can thrive in. The reason most people shop at Target, that are not from Inver Grove, is because it is one of the easiest places to get in and out of because its so empty. H

Jim Zentner stated he is also a member of the Inver Grove Heights Housing Committee and lives at 8004 Delano Way. He stated in looking at the information and data, they look at things published by the Metropolitan Council and many other housing and advocate organizations. He stated that they say between now and 2040, in the metropolitan area, there is going to be a need to house an additional 135,000 projected new residents. Inver Grove Heights is still very much a part of the metropolitan area. He stated we have a responsibility to accommodate part of those projected new residents in this area. This project is a small step in that direction. He stated as one of the five members of the Housing Committee he is very disappointed that they didn't consider including some affordability measures in their proposal. We talked about what that would mean, and in this project, they would be looking at something as minimal as 80% of median income, which would mean a family of two would need roughly \$54,000 of income to live there. At 30% of their income they will still be paying over \$1,300 a month. He stated for example his wife and himself, if they wanted to move out of their home in Inver Grove Heights, they wouldn't be able to consider moving into this particular project. He agreed to vote in favor of supporting the project because we need density. He stated it surprised him that the residents in the area are opposed remembering how strongly the residents at Concord and Cahill were opposed to Walmart. He stated now people don't want to have residential but would rather have retail and just a few years ago it was the opposite. We still can't support the amount of retail people say they want in this City. He stated that experts in the field of Community Development state that it takes 10,000 residents to support just one full-time grocery store. We have 33,000 residents in Inver Grove Heights, and we have roughly three full service grocery stores, and we lost one with the Rainbow closing. He stated we don't have the density to support businesses. He stated at the Planning Commission, the developer who they have met with in regards to 70th and South Robert Trail, wants to build some single-family homes, workforce townhomes, and apartments. In that case the developer stated they have to build the single-family homes first. He felt the apartments have to be built first, otherwise you are going to be faced with the same circumstances you have now, with neighbors of single family homes stating this wasn't what they signed up for, it's too big, it

will destroy the Community they live in, etc. He stated this particular project isn't just about the proposal in front of you, it's about how we continue to develop within Inver Grove Heights and we do need to continue to look at greater density. He has been here since 1978 and has seen his share of changes in the Community, some good, some he doesn't like, but it's our Community. He asked that the Council do the best they can and support this project.

Mr. Mitchell Peterson commented in regards to the mention of the failed grocery store, if we are using the argument that high density is going to increase the retail that exists, there is high density living right behind that failed grocery store with the apartment buildings. He added as far as the current retail and its lack of success, he is wondering if McGough or someone else can address the incentives that were given back then? He had heard that back then the leases were excessive. He would like to know the leasing incentives.

Mr. Higgins stated he would like to address a number of issues that were brought up. Mr. Higgins pointed out that what Target shows to build on the eastern end of the site doesn't necessarily dictate whether or not retail would have been possible or that a big box retailer wouldn't have been built fully to the zoning height. He stated they did present both to the Community, but for the record, they will show a rendering of a full build out for the zoning allowed for a big box on that site had that been possible, set against what our building shows. A rendering was displayed. Mr. Higgins thanked them for the picture that depicted the truck up against the building, but as a practical matter, the visual distance between the homes and what people are going to see are not going to be right up against the building unless they are walking on the landscaped paths. He stated that in one of their slides, the closest home to each of the two buildings would be 380 feet. That puts a football field between a home and the buildings. That distance affects perceived heights. He stated the eaves of the one portion of the building would be perceptible to the height of that big box. The southern wing would be longer as well, but from a height and visual standpoint.

Mayor Tourville questioned the height being proposed. He said for example the street lights out there are 40-45 feet high. The building peak is going to be 55 feet. He sees the building, and he sees the building above and beyond to be 10 to 15 feet taller.

Mayor Tourville stated the people out there are going to say that's bad and you the developer are going to say it's no big deal. He stated he isn't saying that it's bad, it's just what they are hearing.

Mr. Higgins stated they were also asked why we can't do what Mendota Heights did? He stated the latest information he could find on Mendota Heights was that their population was approximately 11,000. The critical issue for Inver Grove, as laid out in a number of different studies, is the challenge is relative to its competitive neighbors for retail. He stated he has heard it being said that maybe the retail should come before the population. That is what the retail business did before the downturn and they don't do that anymore.

He wanted to clarify the statement he heard about retail being dead. He stated the retail they are speaking of is big box and little box for sites like this. They believe the smaller type of retailers, like the dry cleaners, wine shops, coffee shops, are perfect for the main street retail. He stated there is about 20,000 sq. ft. available, and the two unbuilt pads could add 14 – 15 sq. ft. and would love to build them out if the demand was there for that. He stated that adding the kind of density we are talking about is a step in the right direction to draw those types of retail users. For example, a recent tenant broker, when he heard about the potential for 250 apartments in the first phase, said that was great and to let him know when it

gets to 1,000. He reiterated that they are not saying all retail is dead. They are saying the retail that has the potential here is small retail and will come when there is more density.

Mr. Higgins stated there was a question regarding what they are charging for rents. He responded that he can't speak to the early history of renting, but can say that given where the economy was, their brokers had re-released about 50% of the space out there up to the point that Target hit pause on their project. When they hit pause on their project, as the economy was changing, all those tenants went away. He stated space for buildings like they have out there, of the quality that those are, are renting in the high 20's per square foot, at \$26 to \$28 per square foot. He stated they are talking to the market at half of that price. We can't give away the space. He stated offering space at half of what the market offers is a pretty reasonable concession and they do other things in terms of concessions. They don't have the ability to do tax concessions, those are for the City to offer.

Mr. Higgins stated there was a comment about the density problem in Inver Grove Heights. This project isn't going to solve it. There are density targets that if they are not met there are economic repercussions to the City that have the potential to fall back onto the residents if the Community doesn't achieve them separately.

Mr. Higgins stated that Target is a strong player in the retail space. Target has almost as much control over what happens over those two parcels as the City does. He stated if this is approved tonight, they still wouldn't be able to build it without Target's permission. Right now, this use is not allowed by legal agreement with Target on these parcels. If Target felt like there was still hope for commercial and retail on these parcels down the line, they wouldn't be working with us. He stated they have been working with them for a number of months to make the change in the legal agreements because in their estimation this is the next best thing that will help the main street become complete but will help stabilize them in Inver Grove which would make them beneficial.

Mr. Higgins stated that they appreciated the comments they have heard this evening. He stated that someone had pointed out that there are eight or nine other apartments in town. There are, but they are not modern with modern amenities within units. These are the things people can get in other communities, so they go to other communities that have 8,000 to 20,000 residents because they have a variety of options. He stated it takes more than single-family homeowners to establish a population that draws significant retail and employers to boost the tax base and feed further retail.

Mr. Higgins wanted to acknowledge the concerns about the trail system. In his experience, one can't dictate what human nature is going to do with regards to using the trails. He stated people bought homes here knowing there would be change across the road, but they also bought homes knowing the trails are going to be public. There are ways to make those trails into a more positive amenity than they are today.

Mr. Higgins stated that John referenced some studies done in a different community. He stated market studies in one community do not typically apply in another community. The study we have for this community was for about 250 units on this site being sustainable, and this information comes from a very conservative research firm. He also noted that on Friday of last week there was a multi-family conference held in Golden Valley in which 500 people attended. He stated this market was noted as the leading apartment market in the Country. He stated this had to do with the drivers of this entire metro. We have the lowest unemployment in the Country as a metro, we are number six in job growth. This is a large metro and people are going to go where the opportunities are. Those opportunities are places to work,

place to live, and places to shop. He stated having density in this community will benefit it on a number of levels. He thanked everyone for their time and consideration.

Mayor Tourville stated that between the Planning Commission meeting and this evenings meeting, they have received numerous emails. They would like to get them added to the record.

Motion by Piekarski Krech, second by Perry to receive all emails and documentation that we have received this evening that pertains to this project.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that we are here this evening because the property needs to be rezoned. If it had the proper zoning there would be a couple items on the agenda but not the rezoning and without the rezoning nothing can happen. He stated he received a couple of inquiries asking why the city forced McGough to take a look at this piece of property. His response was they are equity partners in the property. He stated another item that was also brought up was that Target has first right of refusal of what happens on that parcel.

Mayor Tourville stated he wanted to correct one statement about Target. He stated he will speak for the benefit of them, and this comes from their Regional Managers. They are very happy with the Target store in Inver Grove, and it's not because there isn't anybody there, it's because they are very happy with net new sales. One thing that the big boxes look at is your zip code and phone number, they know the who and what and they are happy with the sales and growth because of net new sales. He stated it wasn't a transfer of sales from other Cities, they have actually gained here and they are happy with the trend and the success of net new.

Councilmember Bartholomew stated the one thing that troubles him is that we are asked to consider a change. The change is needed because of presentation by the equity owner. In order for us to consider the change, we need to consider the dynamics that have changed in the area. The changes have been the improvement to Argenta, the improvement coming to 70th Street, and the things that are happening on the Eagan side. With those dynamics he doesn't see the great rush to change this. He believes it should sit still for a while and give time for the improvements to come to fruition and see if in fact we get some velocity and interest in this property. He stated the Council heard earlier today during their Comp plan update, and were cautioned to preserve our retail space as much as we can. He stated he is looking for preservation of that. We can give this time, 12 months, 24, even 36 months perhaps. He is hesitant and reluctant to approve this request for change.

Councilmember Hark stated if the City denies this we are giving up a lot. We are giving up the park fees, the hook-up fees, the tax base, and future tax base that comes with that kind of development. If that development was built, there is going to be a lot of people, such as Doctors and Nurses from the Mayo Clinic renting. He stated he understands that a lot of them are in Bloomington. The ability to move closer to Rochester would be appealing if that is your employer and this is built here. The City is giving up a lot if we decide against this. He applauded the neighborhood and stated they have been extremely civil. One of the questions was how long they wait to develop this piece of property. The other question that he thought of was what comes first, commercial or residential? He felt that residential probably comes first. He stated the Housing Committee and Planning Commission are both in favor of this. The Housing

Committee brought up good points in density and choices in housing stock. He stated he has been very impressed with the neighborhood and that it is probably not the right time, but at some point, it is going to be the right time. He believes it will happen sooner rather than later and does not know exactly what will be put there if this isn't approved tonight. He stated these decisions are market driven, so you have to respect the fact that they do their research because they don't want to lose money. He stated he just didn't feel it was the right time at this point. He also encouraged everyone to visit those businesses there, because it would be really sad if we lose them. He stated without that residential development there it would be a tough environment for those businesses. You need to go to those businesses and let them know you are happy that they are there.

Councilmember Perry stated that like Councilmember Bartholomew said about the meeting they had before this, they spoke about the need for more affordable housing and this is the exact opposite of that. She stated if you are talking about 30% of your budget needing to go toward your rent, that is at a \$100,000 income. She stated the City may lose tax money or park fees, and yes, we need the money as a City, but she can't take that into her decision. She stated as far as density in the area goes with regards to the neighborhoods behind this development here, it's challenged with topography, but there is a potential for lots to up for sale there too. Her other concern for this particular spot goes back to the little retail strips that were there. When they were built the trend was to have them the way they were set up. That isn't the trend anymore. She stated that the trend now is to have these luxury high-end apartments but is that still going to be the trend in three years? Given that location, she isn't sure that is the best location for that type of housing.

Councilmember Piekarski Krech stated this is a tough decision. We have money and tax base on one hand, and a promise we made to the neighborhood on the other. She stated this was different than the Walmart situation. The people in the Walmart situation had the housing go in first. It was zoned to be Walmart and they chose not to have it be that. It was one of the reasons why when this development came through, and with the discussions with McGough, you have to put in the retail first so that the people buying those homes understands that this is going to be retail. She stated that's what we told the people it was going to be. She envisions if you build 400 units of apartments at the corner of Addisen, Argenta, and Highway 55, all of those people are going to head on over to Eagan by Yankee Doodle. She doesn't see any of them doing much in Inver Grove. That's why she doesn't see housing there at this point. She stated they told the people in that area that it would be retail. She feels we shouldn't give away our retail right now until we know what is going to happen with developments in the communities around us. She stated they do have areas in the northwest area zoned for multi-family or apartments. We need more affordable units.

Councilmember Piekarski Krech stated she doesn't believe that the Doctors and Nurses will do high-end apartments in Inver Grove. They own houses in communities and they rent small places in Rochester when they are working there. She felt very few commuted every day. She stated they need to do something but she is not going to make a decision based solely on finances.

Mayor Tourville stated this would take a 4/5 vote. He stated in some areas of the City where zoning is already in place, it is a much easier decision to take a look at multi-housing as the zoning, but the zoning here needs to be changed. He stated overall this project is great for the city. It adds tax base, connections, adds to an area that may give some of that retail a better shot. He stated the difficulty here is rezoning it to something different. The neighborhood was told it would be something different, but in hearing the comments tonight, they are concerned about the height of the buildings, the size, and the

amount of people in density. He stated in taking a look at the neighborhood, there are not a lot of neighbors that are saying this would be great to have. He stated overall, without the rezoning, the neighborhood stays where it is at. McGough can look at the height, the numbers, etc., and if we don't think there will be junior boxes there. He stated he doesn't see this as a resolution relating to a comp plan.

Mayor Tourville asked Mr. Kuntz if there was another piece they can look at here?

City Attorney Tim Kuntz stated there are five items on the agenda. Four of them relate to standard land use applications. The fifth deals with the question as to whether an EIS is required. He stated before you take any action on any of the four you have to deal with that one. You could find an EIS is not required.

Attorney Kuntz responded they should take action on the EIS/EAW question. That could have been applied for without any of the other applications at this time.

Mayor Tourville didn't think it was needed for this project.

Attorney Kuntz agreed that was correct. It wasn't needed for this project.

Mayor Tourville stated they are not saying an EIS or EAW may ever be needed, but for this project it isn't needed if that is what they decide. Then they need to deal with the Comp plan.

Attorney Kuntz agreed with them not needing the EIS or EAW at this time, but that Council should consider the comprehensive plan separately as that takes four votes. If that fails, then the other three matters would be subject to a motion to deny because the comprehensive plan failed. He stated basically you have to deny the zoning because the zoning isn't consistent with the comprehensive plan. He stated they are suggesting to address the question of the Environmental Impact Statement and then turn your attention to the comprehensive plan and then the other three, and then we can have more comment as that evolves.

Motion by Councilmember Piekarski Krech, second by Bartholomew to move the resolution making a negative declaration a need for an EIS for this project. Resolution 18-14

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated we are now back to taking a look at the comprehensive plan change from regional commercial to high density residential.

Attorney Kuntz stated the issue is the comprehensive plan needs four out of five votes. Typically, there would be a motion to approve, a second, and then a vote, and then if four votes are not achieved there is a statute that states that when a vote on a resolution or a motion to approve fails for any reason it constitutes a denial of the request provided that those voting against the motion state on the record the reasons why they oppose the request. He stated you typically don't make a motion to deny because if it were three votes against that motion then the motion would fail.

Attorney Kuntz stated he needed to bring to the Council's attention one more matter so you know the protocol. It states in the statute that if a multi-member governing body, which is you, denies a request it must state the reason for the denial on the record and provide the applicant, in writing, a statement of the reasons for the denial. If the written statement is not adopted at the same time as the denial it must be adopted at the next meeting following the denial of the request, but before expiration of the time allowed for making a decision under this section. That time is January 16th, 2018. That is the first 60 days but you have another opportunity to extend that by 60 days. He stated it appears by comment of the Council that there might be a motion to deny, which could pass. If that is correct, then we are going to go through a procedure where everyone who voted for that motion is going to be asked by himself (Mr. Kuntz), what your basis is for denial. We will record that as the reasons for denial and bring it back to you at the next meeting.

Mayor Tourville stated in the first 60 days the City Council has a right to extend the first 60 days.

Attorney Kuntz stated that after you have done that procedure you will go to the other rezoning, conditional use and plat, and make a motion to deny based on the fact that the Comprehensive Plan failed.

Mayor Tourville stated they can make a motion for, and then vote accordingly, or make a motion to deny the comprehensive plan change and vote accordingly.

Councilmember Hark questioned that if the resolution was to change the comprehensive plan, and if that doesn't pass, do we give our reasons then on the record, or is it just if it is a negative motion?

Attorney Kuntz responded that in both instances those voting to cause the denial will be required to give reasons for their denial.

Motion by Bartholomew, second by Perry for denial.

Ayes: 5

Nays: 0

Motion carried.

Attorney Kuntz stated there was a motion to deny and the motion passed by a 5-0 vote. It's been denied and now we have to go one by one and identify the reasons.

Councilmember Bartholomew stated he chose to deny because he wishes to preserve our B4 base in this area and see the new dynamics of the area play out and make sure that we preserve all of the opportunity for that retail area.

Attorney Kuntz asked Councilmember Bartholomew to identify some of the new dynamics that he alluded to?

Councilmember Bartholomew responded the new alignment of Argenta Trail, the increase in traffic with the upgrade to 70th Street, the commercial development related to the Vikings to the west in Eagan, and the connection of 494 to Argenta.

Attorney Kuntz recapped the reasons for denial were:

1. To preserve the current B4 zoning and land use.

2. To allow new dynamics to play out with the realignment of Argenta, changes at 70th Street, the Vikings development in Eagan, and the possible future connection of 494 to Argenta.
3. To preserve opportunities for commercial use.

Councilmember Hark stated he would like to use the exact same reasons that Councilmember Bartholomew listed.

Attorney Kuntz wanted to verify that he was stating the same items as Councilmember Bartholomew had listed.

Councilmember Hark responded that was correct.

Mayor Tourville stated he would add to the height of the building, the size in density, number of people, and just the zoning change at this time. He stated he also agrees with the comments made and agreed with Councilmembers Bartholomew and Hark.

Attorney Kuntz stated when you identify height of building, size, and density, are you saying that all those things, as you view it today are negative aspects?

Mayor Tourville responded that was correct. They are negatives.

Mayor Tourville agreed with the Councilmembers Bartholomew and Hark that we wait and take a look at the dynamics. He stated the interchange was just changed at 55 and Argenta, and we will probably have other home builders that will be coming in the next six months to add more rooftops to the northwest area.

Attorney Kuntz questioned Mayor Tourville about his reference to change. He asked if you were referencing the new dynamics to be played out that were pointed out by Councilmember Bartholomew? Councilmember Perry stated she agreed with the points made by Councilmembers Bartholomew, Hark, and Mayor Tourville, and also would like to add that we look for more affordable housing, instead of luxury apartments.

Attorney Kuntz wanted to clarify that Councilmember Perry is identifying the need for affordable housing instead of luxury apartments. He stated you also agreed with Councilmember Bartholomew's reasons, and Mayor Tourville's addition of height, size, and density, as negative aspects. He asked if those were also the same for you?

Councilmember Perry responded yes, agreeing with Councilmember Bartholomew's reasons as well as Mayor Tourville's additions.

Councilmember Piekarski Krech stated she didn't feel the comprehensive plan change is appropriate at this time. She felt we needed to give more time for the opportunity for some of the development to take place in the area. She stated we need to find out what is going to happen with the Vikings development and how that affects Inver Grove. She feels that an apartment building at this corner does not fit with Inver Grove. She also agreed with what everyone else on the Council said as well.

Attorney Kuntz wanted to verify that the reason for denial is that it is not appropriate at this time and you believe more opportunity should be given for development for retail development to occur. He questioned when you stated it was "not a good fit", do you feel it isn't a good fit for this location?

Councilmember Piekarski Krech responded when she said that it wasn't a good fit was because she believes people will just drive to Eagan down on Yankee Doodle instead of going to any Inver Grove Heights places. She also added that she does eat at the Sushi restaurant over there and Dr. McKeever has been here vet for over 30 years.

Attorney Kuntz stated if the thought was to locate house stops at a location to help retail, you don't think it would occur at this location because it would be more pass through? He asked if she also agreed with Councilmember Bartholomew's statement.

Councilmember Piekarski Krech responded yes to both questions.

Attorney Kuntz asked if she agreed with Mayor Tourville about the height, size, and density?

Councilmember Piekarski Krech responded not so much. She hasn't focused on height, size, and density.

Attorney Kuntz stated that the exercise that we have gone through then was that the five voting to deny have individually articulated their reasons for denial. He stated we have memorialized that in a resolution and will bring it back before you at the next meeting for adoption. The adoption is a statement by you as to what was said and that those were your reasons.

He stated now we needed to turn to three agenda items. The zoning, the platting, and the conditional use permit.

Mayor Tourville stated a motion needs to be made because of the comprehensive plan amendment failure to those three?

Attorney Kuntz responded that those three could be denied because they are not consistent with the current comprehensive plan that exists.

Motion by Councilmember Bartholomew, second by Perry to deny the zoning, plat, and CUP as applied, for the reason that they are not consistent with the Comprehensive Plan.

Mayor Tourville stated because of the first item and the comprehensive plan not passing, we don't need to memorialize this, we just need this as a fact that it's impertinent because the comprehensive plan didn't happen.

Attorney Kuntz agreed because you didn't change the comprehensive plan. He stated that under State Law the zoning has to be consistent with the comprehensive plan. You didn't change the comprehensive plan so residential zoning is not consistent.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated hopefully they can figure out something together with the neighborhood, developer, and Target that we can make work for everyone with some kind of compromise

Attorney Kuntz stated we need to take one more action and make a motion to direct Tom Link and Allan Hunting of the Planning Department to send an extension of time under the 60-day rule, and suggest to extend it until February 16th, which would be a 30-day extension, with the reason being so we can complete the notification process of our actions.

Motion by Piekarski Krech, second by Hark to send an extension of time under the 60-day rule and extend it to February 16th, which would be a 30-day extension to complete the notification process of their actions.

Ayes: 5

Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Community Development Block Grant Application – Fiscal Year 2018 Resolution 18-15

Community Development Director Tom Link stated this is before the council for your consideration of an application for the 2018 Community Development Block Grant Funds. He stated this is a Federal program we make application for every year through the Dakota County Community Development Agency. The purpose of the program is to benefit low and moderate-income individuals as well as low and moderate-income neighborhoods. He stated last year the City Council increased the allocation of dollars for the housing rehabilitation program for up to 2/3 of the total amount. That program still has strong needs. He stated we have had 13 projects that were done this year, there are four pending, and there is still a waiting list of the eleven projects. He stated they have had close to 100 over the last ten years. Last year the remaining funds were split between the comprehensive plan update, which does not have low and moderate-income qualifications, and the American Disabilities Act, which makes changes to the Cities pedestrian system.

He stated it is staff's recommendation that, of the total of \$138,000, \$90,000 be allocated to the Housing Rehabilitation Program, \$24,000 goes to the Comprehensive Plan update, and \$24,000 goes to the American Disabilities Act improvements.

Motion by Piekarski Krech, second by Perry to approve the Community Development Block Grant Application for Fiscal Year 2018 as presented. Resolution 18-15.

Ayes: 5

Nays: 0 Motion carried

II. ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS: Consider Council Appointments for 2018:

i. Official Depositories

Finance Director Kristi Smith stated the first item on the agenda tonight is to approve the official Depositories for 2018. The list has remained the same the past couple of years and includes: Bremer Bank, Wells Fargo Bank, RBC Capital Markets, Wells Fargo Securities, Morgan Stanley Smith Barney, and Stifel Nicolaus.

Mayor Tourville stated that these banks are chosen because of their size and ability to handle the Cities banking needs.

K. Smith agreed and stated that our primary local banking provider is Bremer Bank.

Motion by Piekarski Krech, second by Hark to approve the Official Depositories for 2018.

Ayes: 5

Nays: 0 Motion carried.

ii. Acting Mayor

Mayor Tourville stated the item regarding Acting Mayor this designation means when the Mayor is not present Councilmember Rosemary Piekarski Krech fills in.

Motion by Bartholomew, second by Hark that we have Rosemary Piekarski Krech as acting Mayor for 2018.

Ayes: 5

Nays: 0 Motion carried.

iii. Council Delegates to Dakota County Communications Center Board

Mayor Tourville stated that alternative Director for Dakota County Center Board Directors are two-year terms and he is appointed as Chair for 2018. He stated it is their ten-year Anniversary this year and an invitation should be going out across Dakota County. It will be held on January 17th.

Motion by Bartholomew, second by Perry to appoint the Council Delegates to the Dakota County Communications Center Board.

Ayes: 5

Nays: 0 Motion carried.

iv. Representatives to North Dakota County Cable Communications Commission

Councilmember Piekarski Krech asked if our citizen still wanted to be reappointed to this?

Motion by Piekarski Krech, second by Perry to appoint the Representatives to the North Dakota County Cable Communications Commission.

Ayes: 5

Nays: 0 Motion carried.

v. Designate Deputy Weed Inspector Brian Swoboda

Mayor Tourville stated by direction Brian Swoboda is designated Deputy Weed Inspector.

D. CITY OF INVER GROVE HEIGHTS; First Reading of Ordinance Amending City Code Section 4-1-6(I) relating to the Distances between an Off-sale Intoxicating Liquor Facility and a School or Church

City Attorney Tim Kuntz stated this is the first reading of an ordinance that amends section 4-1-6 regarding the Code dealing with liquor establishments. He stated the amendment deals with the distance between an off-sale liquor establishment and a church or school. He stated the current ordinance provides for a 500-foot mandatory distance with the measurement being made parcel to parcel. He stated Hilltop Elementary School is about 12.21 acres. The Village Square Shopping Center is close to 10 acres. He stated when you look at a parcel map, there is a spot where they touch each other. He stated that the space is next to the Aldi building. Kuntz stated that he has received communication from a possible tenant who wants to put an off-sale establishment in that Aldi lease space. He stated if you measure parcel to parcel, there isn't 500 feet. If you measure from the nearest line of the school property to the potential lease space, about half the lease space is less than 500, and half is more. The front door is more than 500 feet. The parking area has some that is more than 500 feet, but the handicapped area is less than 500 feet. . He stated he is asking the City Council to see if they would like to amend the

ordinance for instances when you have a strip center with multiple openings and multiple parking in a large area. . He stated that if you have any questions about the specific locations, our City Clerk has a map that shows it. He stated the question being asked is if you want to proceed down that path to see if a change is being made or not.

Councilmember Piekarski Krech asked what about the location of Drkulas?

City Clerk Michelle Tesser responded that Drkulas is an on-sale liquor license premise. This request is for an off-sale liquor license.

Mayor Tourville asked about the fact that they had a temporary off-sale liquor license for that location at one time. He asked if the ordinance was changed.

Attorney Kuntz responded Cameron's Liquor had a temporary liquor license.. The Council believed that there were unique circumstances attached.

City Clerk Tesser displayed a map of the location for the Council.

Attorney Kuntz stated they are presuming they are going to lease all the way from the front door to a spot west by the taco location.

Mayor Tourville stated the question tonight isn't to make a decision on the liquor license but to see if we are interested in taking a look at amending the ordinance. The council agreed to further examine the ordinance change.

Motion by Piekarski Krech, second by Perry to approve the first reading of ordinance amending City Code Section 4-1-6(I) relating to the distances between an off-sale intoxicating liquor facility and a school or church.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated they should include the existing Dollar Store and the other parcel in the map so we don't have to come back again.

Attorney Kuntz stated under the Ordinance they measure from the front door of any liquor establishment when it is in a multi-building setting such as this.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Joe Lynch stated based on the last discussion regarding the Fire Station and meetings, he has a conflict with the January 17th meeting date that was set. He asked that it be moved to January 18th at 6:00p.m. He stated the date works for Fire Chief Thill and Five Bugles Design Firm. Additionally, February 20th is also a conflict for him, but that the 21st or the 22nd could work as well.

He stated the Mayor is gone on the 26th, but that would be the preferred date to complete a final design and move forward with bids. He wasn't sure if there is an opportunity to get together for a special meeting on the 5th at 5:00p.m which is before the work session.

Mayor Tourville didn't think pushing the date out one or two weeks would matter.

Councilmember Piekarski Krech stated she wasn't sure with the timeline they have set up. She stated they have already pushed them back, she would hate to push them back more.

Mayor Tourville responded we should have all five when we look at sending it off.

Fire Chief Thill stated with all due respect she would love to have the Mayor there, but they are already a month behind. Mayor Tourville asked why they were a month behind?

Chief Thill stated it was because of contract negotiations, or the contract getting signed. She stated that they are behind the February date they were trying to hit with Five Bugles but that now we are pushing it out until April.

Mayor Tourville stated he didn't think seven or eight days was going to make a difference with this contract.

Chief Thill stated now we are putting it out for April instead of March.

Mayor Tourville stated he didn't think it will make that much of a difference. The importance is that it takes away the perception that all five of us have the chance to vote on it. Councilmember Bartholomew asked if they can do it on January 21st or 22nd?

Chief Thill responded that Five Bugles would not be done by then. They have a certain amount of time that they need to put the documents and final design together.

Mayor Tourville stated he doesn't think going to the 5th as having this as part of the work session?

City Administrator Lynch stated it is his recommendation to have a special meeting at 5:00p.m. for the sole purpose of reviewing the final plans and voting on that and then after have the work session. There needs to be a separation of the two actions.

Councilmember Piekarski Krech stated she didn't want to push this out any further.

Mayor Tourville stated we are looking at January 18th. He also felt it was important for Joe Lynch to be in attendance as well.

Motion by Bartholomew, second by Hark to agree to hold the information meeting on January 18th at 6:00 p.m. in the training room.

Ayes: 5

Nays: 0 Motion carried.

Lynch stated they can wait on the other date until they get confirmation from Five Bugles on the 21st or 22nd, or some alternative date. They can bring that before you at the January 22nd meeting date.

Mayor Tourville asked that we tentatively set the special meeting date be held on April 2nd at 5:00 p.m.

Motion by Piekarski Krech, second by Perry to have the meeting on the final design on April 2nd at 5:00 p.m. in Council Chambers.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Perry that they go into special session.

City Attorney Kuntz stated that the Council needed to identify why they are making a motion to go into Special Session, as there is a Minnesota Statute, 13D.05 subdivision 3(c)2 & 3, which allows the City Council to go into a closed door executive session with the purposes of either:

1. Looking at non-public protected appraisal data
2. Formulating offers and counter offers with respect to the purchase of interest in property.

He stated tonight the Council is using that statute to go into Executive Session and we are asking the Council to do so under the statute that identifies the purpose of discussing acquisition of a drainage utility and ponding easement from Douglas and Gretchen Schaaf for property located at 7376 Courthouse Boulevard.

Motion by Piekarski Krech, second by Perry to approve the statute for going into an Executive Session.

Ayes: 5

Nays: 0 Motion carried.

10. **ADJOURN:** The meeting was adjourned at 9:59 p.m.

9. **EXECUTIVE SESSION:**

**Discuss Permanent Easement Acquisition for a Regional Stormwater Basin on the Schaaf Property
7376 Courthouse Boulevard (20-00700-28-012)**

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, JANUARY 8, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in a special session on Monday, January 8, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Councilmembers Bartholomew, Perry, and Hark; City Attorney Kuntz, City Planner Hunting, and Community Development Director Link

3. JOINT MEETING WITH PLANNING COMMISSION, HOUSING COMMITTEE, AND CITY COUNCIL TO DISCUSS THE COMPREHENSIVE PLAN

Brad Scheib from Hoisington Koegler gave an update on the process. The next step is to get out into the public and present the information we have gathered.

He gave the City Council an update on the Comprehensive Plan through 2017 as follows:

Initial community engagement, evaluation of existing conditions, facilitation of economic development strategic plan, prepared modifications to the vision and guiding principles, explored land use map changes and revisions, facilitated a park master planning process for North/South Valley Parks, and reviewed planning level goal and policy initiatives.

They are in the second phase, to gather concepts, ideas, and feedback. Following up from that, that information will refine the plan document. They will review the draft plan. In April, you will approve the preliminary draft so it can be sent out. While out for review, we will continue to take the plan through an internal review process. The intent is having the full draft document so in October/November we could have a Planning Commission public hearing and then in November/December the Council takes action so then it can be submitted to the Met Council.

He went through the Vision and Guiding Principles that included having an Open House, focus group meetings, online activity (a survey).

Mr. Scheib went over the Land Use Plan that involves:

- Growth projections/absorption (vacant land versus redevelopment) projections 11,000 to 12,000
- population growth, 5,000 to 6,000 new households, 3,000 to 4,000 new jobs
- Northwest area land use challenges and opportunities
- Other potential small area study sites (Arbor Point, Cahill and 65th, NW Area)

He also discussed the Future Land Use Plan which was highlighted on a map.

This includes:

- 5,700 projected new housing units
- NW area vacant land. 50-55% of housing through new development
- Rest of City Vacant Lands
- Redevelopment 20-25%

- 500 projected new jobs

He stated that the northwest area has the challenge of constraints. Part of the process was to find out what is remaining for development potential. Some of the large lot single-family homes could subdivide, in this process they have tried to be conservative with where future growth could go and explore land use patterns. They end up with roughly 1,053 remaining acres for future growth. He showed a map of vacant land areas. They will move those uses around through the next round of engagement and find out property owners intentions and the market forces out there. They want office and retail uses preserved at 494 and Argenta. Robert Street could have higher density housing, but that needs to be integrated well with existing single-family neighborhoods.

He stated that land use at Robert Street, Argenta Trail, and Highway 55, need to get a critical mass in a compressed area. NW Area Land Use Concepts and Land Use Adjustments were also depicted on several maps.

Mayor Tourville stated there are more demands and more people are taking a look at putting properties together and looking at the roads, and ponds to make something work. He believes in the next four or five years that area will change. Especially with the changes to 55 and Argenta. People are having open houses, it hasn't stopped in the 70th and Argenta area. They were told townhomes wouldn't sell in that area, and now that's the fastest selling housing.

Mr. Scheib stated with higher density housing being popular they're looking at the Northwest Area. Mr. Scheib went on to speak about redevelopment and revitalization. If there is any place where the City needs to step in and help with things, that would be in redevelopment. They heard a lot through the public engagement process about struggling retail spaces that are vacant. These are not just older sites, but newer sites as well. It's a factor of economy and growth happening, retail spaces are lag behind rooftops.

They are also looking into the Arbor Point area and Cahill and 65th locations. He stated regarding Arbor Point they didn't just look at the area but also what is happening behind it. Back behind Walmart there is a number of large lot single-family homes. Those have the potential to come together and re-subdivide. More rooftops by retail strengthens that retail node.

A compression idea was another idea that reflected ways to convert current commercial to a residential footprint (for example the Rainbow area). This gives an opportunity to talk about the proximity to Highway 52. They are seeing high-end products closer to the core, but not so much out here. There could be a place making aspect here that adds value to the residential. He stated for example, a great precedent is the Village of Mendota Heights. While he was there he had a conversation from a couple who were from Inver Grove Heights who wished they had something like that in Inver Grove. Somewhere you can have a private or public owned place for events, etc. He stated there is a public component to that.

Councilmember Hark asked if it was possible, when the City finalizes the Comp Plan, can you designate a single parcel, or single piece of property, with two separate land uses if you move it forward? Is that type of thing uncommon?

Mr. Scheib responded yes, you can do a lot of things. The challenge is determining zoning. If you guide a piece of property, you need to be willing to rezone it however its guided. He stated if you give it a dual designation, similar to the City of Chanhassen, you designate it as this or that. You let the market dictate the designation. Or you can divide it as mixed use. This isn't uncommon. These are the details we work through in the small planning process. You design a mixed-use building with street level spaces designed for retail or commercial uses but allow them to be residential until the market has a use for them. Then it's easier to convert that space as there is a demand for it. He envisions having a rather flexible land use tool but one that provides design criteria that you are trying to achieve, but how it happens will be flexible with the market place. Those are things they will test as they work through the engagement process but will come back to you with a specific recommendation.

Mr. Scheib continued the other site that they looked at, but that didn't have a lot of public input from was Cahill and 65th. There is a lot of surface parking that doesn't get used. Having another commercial use in there is going to compete for parking. If you bring in another use that has different parking demands, perhaps residential, or office use, that helps support the retail markets in the area. The City's role is to establish the land-use guidelines and zoning.

Mayor Tourville stated they looked at one of the strip areas adjacent to Village Square and found out the person in control of parking is Village Square and they said they didn't want anyone else parking there. How do you have development that way? Its an issue in Arbor Point. There is a school close by, so there are zoning requirements.

Mr. Scheib stated the other reason he brought up Mendota Heights is because they have structured parking there. It's a bit hidden. Any of these projects may begin with surface parking as a strategy.

Mayor Tourville stated that is some of the issues with Mendota Heights, if he can't find parking, he drives away. Or you go at times when there are not events. Parking in that public use is a big deal with planning to make it work.

Mr. Scheib stated all remaining ideas relate back to land use. Topic areas were covered and include:

- Economic Development
- Housing

They have a pretty strong basis of policy action in the current Comprehensive Plan. We reinforce those existing plan directions. Address affordable housing and strategies to move forward.

Councilmember Hark questioned about how affordable housing is defined? There are lots of definitions out there, and not all are accurate. Can we define it in a way that is understandable? Affordable housing is housing for cops and teachers and all sorts. If we are going to deal with affordable housing we are going to have to define it, otherwise we are not going to be able to move forward to get consensus.

Mr. Scheib commented they could work on that. It comes from State and Federal.

Mayor Tourville stated there are definitions that lending institutions have to follow through State and Federal plans. It's not up to us.

Mr. Scheib stated the current way it is defined. "Housing which costs no more than 30% of ones household income for a household with a median income of 60% or less". Putting a number in there helps. The way you described it is most understandable.

Councilmember Hark stated it needs to be readily apparent.

Mr. Scheib stated one of the strategies was within the Community, where can we apply land use categories into areas that are most suitable for it. There are a number of properties in the Community that haven't developed. They want to make sure we have the right places guided for those uses. Affordable housing criteria for Met Council is guiding land at the right density to make sure the land costs are low enough to better enable it. You can guide land for high density but that doesn't mean it's affordable. What are we going to do to retain that housing, that's rental and owner occupied? As older homes age, they do upgrades, and as they do that it increases in value. Mr. Scheib addressed parks. Like housing there is a lot of good policy direction in the parks plan. There has been collaboration on the greenway. Trails are increasingly popular and that adds value. Employers are looking for recreational connections, and event places and trails create those opportunities. There are also emerging trends, such as archery, shooting sports, community amphitheater, or the music in the park idea, splash pad/water features, pickleball, and senior oriented activities. A lot of that is addressed within the current policy in the plan. There is support for a Comprehensive Parks System Plan. You need to dive down and see costs of improvements, where do they go, how do they fit in, priority, and staging of them. There is a lot of Community support for winter access and use, but that comes with maintenance and plowing of trails. Fat tire biking is a big trend right now and some want trails for just that. Safe routes to parks as well as accessibility for playgrounds for the disabled. This process involves stakeholders, those with an interest in nature based programming, and volunteering. Dakota County provides a pretty strong basis for that.

Transportation and infrastructure is being incorporated. They will coordinate with regional development demands and pressures. We need to continue to think beyond capital investments to lifecycle costs, maintenance, and operations and make sure a policy is in place for this. All of these pieces will be available at the open house. They will be meeting with key property owners in the Northwest area. They will have a general public open house, focus group meetings, and online engagement. They will try to complete that process by mid to late February. They will also be reaching out through social media, email, written correspondence, and a lot of word of mouth.

Councilmember Hark asked how are you going to get the word out?

Mr. Scheib responded they have a list of different ways to reach out. Social media is a huge one today. They still do some written correspondence. Last time they did newsletter, but they will sit down to talk more on that.

Mayor Tourville stated they will do their City website, Facebook, Twitter, do some announcements, paper flyers, etc. The city's InSights newsletter is also another option.

Mayor Tourville also stated a lot of people went online and made comments. Maybe we can get more numbers from that.

Mr. Scheib stated they have a report with that information in it and can get that information to you. We have a way of mapping online, while we didn't get a lot of comments, we can see when people are reviewing the comments. There were a lot of unique people that were looking at what others were saying. He felt we had over 750 different pieces of input. We had a poor turnout at the workshop, maybe 18 people showed up, but that experience is what every Community faces.

4. ADJOURN

Motion by Hark, second by Bartholomew to adjourn. The meeting was adjourned by a unanimous vote at 6:43 pm.

**INVER GROVE HEIGHTS CITY COUNCIL SPECIAL MEETING
MONDAY, JANUARY 18, 2018 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in a Special Meeting on Thursday, January 18, 2018 in the EOC Training Room. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Perry, City Administrator Joe Lynch, City Attorney Tim Kuntz, Fire Chief Judy Thill, Assistant Fire Chief Eric Bergum, Five Bugles Representatives: Steve Gausman, Abby Hammes, Councilmember Piekarski Krech (Absent).

2. **SUMMARY:**

Fire Chief Thill gave an introduction and overview of the purpose of the meeting to review the proposed schematic plans of the Fire Station and to discuss relationships of spaces and layout on the property.

Steve Gausman, of Five Bugles Architects, and Abby Hammes, gave a presentation of the building and property.

Council discussed the various floor plans and had questions for both Five Bugles and the Fire Chief about the spaces and relationships. A question was raised about the ability to serve the property with utilities and other abutting or adjacent properties. Chief Thill responded that the service pipes would be large enough to serve both the Fire Station property and the adjoining one. The sewer capacity would be somewhat limited by what could be extended under T.H. 52/55 and the service area. A M.U.S.A. Boundary expansion would have to be applied for, if other areas were to be included for city service. There were questions about the storm water storage and capacity/ability of the existing site/pond to meet the needs of both properties when fully developed. Gausamn replied that the Civil Engineers were working with city staff to make determinations about ponds sizing and additional ponding needs for both sites. A review was conducted of the second floor, including possible alternatives for training on the roof and adjacent areas. A review of the basement, as proposed, as a partial with an alternate for an expansion to allow for training purposes that might fit the needs of the Police Department.

3. **ADJOURN:** Motion by Perry seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 7:50pm.

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Kristi Smith
 Prepared by: 651-450-2521 Bill
 Reviewed by: Schroepfer, Accountant N/
 A

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 4, 2018 to January 17, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 17, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$688,021.27
Debt Service & Capital Projects	85,738.74
Enterprise & Internal Service	513,621.82
Escrows	4,225.52
Grand Total for All Funds	<u><u>\$1,291,607.35</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period January 4, 2018 to January 17, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING January 17, 2018**

WHEREAS, a list of disbursements for the period ending January 17, 2018 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	\$688,021.27
Debt Service & Capital Projects	85,738.74
Enterprise & Internal Service	513,621.82
Escrows	4,225.52
 Grand Total for All Funds	 <u><u>\$1,291,607.35</u></u>

Adopted by the City Council of Inver Grove Heights this 22nd day of January, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 01/04/2018 - 01/17/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	392494	12/31/2017	43697	101.41.2000.415.30100	10,250.00
ADVANCED GRAPHIX, INC.	198370	12/31/2017	11/30/17	101.42.0000.3630000	2,362.00
ADVANCED SPORTSWEAR, INC.	54882	12/31/2017	11/1/17	101.45.3300.419.60045	24.00
AFSCME COUNCIL 5	INV0070593	01/05/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0070594	01/05/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	858.55
AFSCME COUNCIL 5	INV0070595	01/05/2018	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	92.00
AGASSIZ SEED & SUPPLY	INV11994	12/31/2017	CITYO55077	101.44.6000.451.60065	624.00
ARROW PEST CONTROL	9/8/17	12/31/2017	9/18/17	101.43.5200.443.30700	68.00
BAUER, NANCY	17-13	12/31/2017	12/4/17 COUNCIL SESSION	101.41.1100.413.30700	300.00
BAUER, NANCY	18-01	01/16/2018	1/8/18	101.41.1100.413.30700	75.00
BETTS, BETH	1075	12/31/2017	12/20/17	101.44.6000.451.30700	1,383.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003835	12/31/2017	12/28/17	101.42.4000.421.30700	280.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003837	12/31/2017	12/29/17	101.42.4000.421.30700	200.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003840	01/16/2018	1/3/18	101.41.1100.413.30500	290.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 A. BRAVO	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	610.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 F. MARTIN	01/03/2018	REGISTRATION - 1/3/18	101.45.3300.419.50080	340.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 J. CHAMBERS	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	270.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 J. VERDEJA	01/03/2018	BUILDING OFFICIALS REGISTRATION	101.45.3300.419.50080	645.00
CCAPS REGISTRATION - UNIVERSITY OF MN	1/3/18 S. JOHNSON	01/03/2018	REGISTRATION 1/3/18	101.45.3300.419.50080	575.00
CENTURY LINK	12/19/17 651 455 9072 782	12/31/2017	651 455 9072 782	101.42.4200.423.50020	81.02
CITY OF MINNEAPOLIS RECEIVABLES	400451001653	12/31/2017	612005356	101.42.4000.421.30700	1,482.30
CLAREY'S SAFETY EQUIPMENT	174893	12/31/2017	090515	101.43.5200.443.60045	450.00
COMCAST	1/5/18 8772 10 591 035952	01/16/2018	8772 10591 0359526	101.42.4200.423.30700	10.54
CRAWFORD DOOR SALES COMPANY	28303	12/31/2017	4373	101.42.4200.423.40040	213.25
CULLIGAN	12/31/17 157-98459100-6	12/31/2017	157-98459100-6	101.42.4200.423.60065	84.60
CW TECHNOLOGY	CW42832	12/31/2017	CIGH0001	101.45.3000.419.40044	222.67
CZECK LAWN CARE AND SNOW SERVICE	1144	12/31/2017	12/20/17	101.43.5200.443.40046	4,837.50
DAJ ENTERPRISES LLC	5203	12/31/2017	12/16/17	101.44.6000.451.60030	8,750.00
DAKOTA COMMUNICATIONS CENTER	IGH2018-02	01/16/2018	FEBRUARY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IGH2018-02	01/16/2018	FEBRUARY 2018	101.42.4200.423.70502	5,907.50
DAKOTA COMMUNICATIONS CENTER	IG2018-01	01/16/2018	JANUARY 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-01	01/16/2018	JANUARY 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00028120	12/31/2017	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.30700	5,434.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.50070	3,261.77
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4000.421.70501	18,000.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754	01/16/2018	P0001754	101.42.4200.423.50070	7,323.04
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.30700	5,434.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.50070	10,584.81
DAKOTA CTY FINANCIAL SVCS	1/8/18 P001754	01/16/2018	2018 PARTICIPATION	101.42.4000.421.70501	18,000.00
EDAM	2018 RENEWAL	01/16/2018	2018 MEMBERSHIP RENEWAL	101.45.3000.419.50070	295.00
EFTPS	INV0070617	01/05/2018	FEDERAL WITHHOLDING	101.203.2030200	53,668.03
EFTPS	INV0070619	01/05/2018	MEDICARE WITHHOLDING	101.203.2030500	13,122.08
EFTPS	INV0070620	01/05/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	36,738.64
EFTPS	INV0070621	01/05/2018	FEDERAL WITHHOLDING	101.203.2030200	2,077.09
EFTPS	INV0070623	01/05/2018	MEDICARE WITHHOLDING	101.203.2030500	941.32
EFTPS	INV0070624	01/05/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,212.10
EMERGENCY RESPONSE SOLUTIONS	10030	12/31/2017	12/31/17	101.42.4200.423.60040	58.68
EMERGENCY RESPONSE SOLUTIONS	10037	12/31/2017	12/21/17	101.42.4200.423.60040	1,065.15
EYEMED	163370454	01/09/2018	JANUARY 2018	101.203.2032700	263.79
FEDEX	6-038-96850	12/31/2017	1101-2523-2	101.41.2000.415.50035	76.77
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	101.44.6000.451.50030	593.25
GALLS INC	008932226	12/31/2017	1001727847	101.42.4000.421.60045	118.87
GALLS INC	9618860	12/31/2017	1001727847	101.42.4000.421.60045	5.38
GALLS INC	008965582	12/31/2017	1001727847	101.42.4000.421.60045	35.97
GALLS INC	008965586	12/31/2017	1001727847	101.42.4000.421.60045	18.68
GALLS INC	008965574	12/31/2017	1001727847	101.42.4000.421.60045	143.95
GALLS INC	008985548	12/31/2017	JANUARY 2018	101.42.4000.421.60045	5.38
GALLS INC	009007865	12/31/2017	1001727847	101.42.4000.421.60045	24.99
GALLS INC	009036582	12/31/2017	1001727847	101.42.4000.421.60045	12.99
GALLS INC	9711553	01/09/2018	1001727847	101.42.4000.421.60045	12.99
GALLS INC	9743611	01/16/2018	1001727847	101.42.4000.421.60045	219.95
GENERAL REPAIR SERVICE	65149	12/31/2017	8055	101.44.6000.451.40047	5,415.07
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070598	01/05/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070599	01/05/2018	HSA ELECTION-SINGLE	101.203.2032500	4,272.45
GENESIS EMPLOYEE BENEFITS, INC	IN1174283	12/31/2017	11/1/17-11/30/17	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.42.4000.421.30550	274.90
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5000.441.30550	16.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	101.45.3300.419.30550	29.50
HEALTHEAST MEDICAL TRANSPORTATION	17-51433	12/31/2017	12/15/17	101.42.4000.421.30700	85.00
HOME DEPOT USA INC.	221212	01/09/2018	CONTRACTOR LICENSE REFUND	101.45.0000.3219500	50.00
IAPE	OID172873	01/09/2018	LI597814 C425984	101.42.4000.421.50070	50.00
ICMA RETIREMENT TRUST - 457	INV0070600	01/05/2018	ICMA-AGE <49 %	101.203.2031400	6,391.46
ICMA RETIREMENT TRUST - 457	INV0070601	01/05/2018	ICMA-AGE <49	101.203.2031400	4,966.54
ICMA RETIREMENT TRUST - 457	INV0070602	01/05/2018	ICMA-AGE 50+ %	101.203.2031400	1,617.16
ICMA RETIREMENT TRUST - 457	INV0070603	01/05/2018	ICMA-AGE 50+	101.203.2031400	5,829.36
ICMA RETIREMENT TRUST - 457	INV0070604	01/05/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0070614	01/05/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0070615	01/05/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
IGH FIRE RELIEF ASSN	2018 CONTRIBUTION	01/16/2018	2018 CONTRIBUTION	101.42.4200.423.20510	80,475.00
IJOE	INV0070605	01/05/2018	UNION DUES IJOE	101.203.2031000	1,323.84
JCE TREE SERVICES	3747	12/31/2017	12/14/17	101.43.5200.443.40046	13,500.00
KEEPRS, INC	364848-01	12/31/2017	INVERG0009	101.42.4000.421.60045	134.23
KEEPRS, INC	364864-04	12/31/2017	12/20/17	101.42.4200.423.60045	44.99
KEEPRS, INC	364848-02	12/31/2017	INVERG0009	101.42.4000.421.60045	64.99
KENISON, TERRI	DECEMBER 2017	12/31/2017	DECEMBER 2017	101.42.4200.423.30700	850.00
LELS	INV0070606	01/05/2018	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0070616	01/05/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L	43914	12/31/2017	106325	101.42.4000.421.70501	402.50
LOCAL GOVERNMENT INFORMATION SYSTEM (L	43965	12/31/2017	106325	101.42.4000.421.70501	1,957.00
M & J SERVICES, LLC	1769	12/31/2017	12/4/17	101.43.5200.443.40046	1,745.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	101.203.2031700	2,537.27
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	101.45.3300.419.20630	16.52
MARTIN-MCALLISTER	11348	12/31/2017	INV001	101.41.1100.413.30500	1,000.00
METRO CITIES	35	01/16/2018	2018 MEMBERSHIP	101.41.1000.413.50070	10,159.00
METROPOLITAN AREA MGMT ASSOC.	2700	01/09/2018	2018 MEMBERSHIP	101.41.1100.413.50070	45.00
MINNEAPOLIS OXYGEN CO.	00019316	12/31/2017	01910	101.42.4200.423.30700	64.79
MINNESOTA CIT OFFICERS ASSOCIATION	150	12/31/2017	9/29/17	101.42.4000.421.50080	625.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070596	01/05/2018	STEVE HER FEIN/TAXPAYER ID: 41601	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0070597	01/05/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.207.2070100	1,539.80
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.207.2070100	3,217.45
MN DEPT OF LABOR & INDUSTRY	DEC 2018	12/31/2017	DECEMBER 2017	101.41.0000.3414000	(30.80)
MN DEPT OF LABOR & INDUSTRY	ABR0179665I	01/16/2018	00000012982	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	INV0070607	01/05/2018	LETTER ID: L2120238272 - BRAVO	101.203.2031900	462.26
MN DEPT OF REVENUE	INV0070618	01/05/2018	STATE WITHHOLDING	101.203.2030300	20,668.83
MN DEPT OF REVENUE	INV0070622	01/05/2018	STATE WITHHOLDING	101.203.2030300	808.81
MN GLOVE & SAFETY, INC.	306290	12/31/2017	CTINVE	101.43.5200.443.60045	69.95
MN GLOVE & SAFETY, INC.	306441	12/31/2017	CTINVE	101.43.5200.443.60045	74.98
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	POLICY #0027324	101.203.2030900	3,510.60
MN NCPERS LIFE INSURANCE	JAN. 2018	01/09/2018	JANUARY 2018	101.203.2031600	320.00
MOORE MEDICAL LLC	99738422	12/31/2017	21185816	101.42.4200.423.60065	276.43
NATURE CALLS, INC.	25541	12/31/2017	NOVEMBER 2017	101.44.6000.451.40065	348.00
NELCOM CORP	29378	12/31/2017	12/18/17	101.42.4000.421.40042	1,857.39
NORTHERN STAR COUNCIL	2018 RENEWAL	01/09/2018	LEARNING FOR LIFE RENEWAL	101.42.4200.423.50070	528.00
NRG ENERGY INC	000856778300	12/31/2017	008000127767	101.43.5400.445.40020	1,175.31
NRG ENERGY INC	000856778300	12/31/2017	008000127767	101.44.6000.451.40020	23.11
NRG ENERGY INC	000856778304	12/31/2017	008000127768	101.43.5400.445.40020	823.95
NRG ENERGY INC	000856778304	12/31/2017	008000127768	101.44.6000.451.40020	45.07
NRG ENERGY INC	000856778305	12/31/2017	008000130189	101.44.6000.451.40020	129.70
OXYGEN SERVICE COMPANY, INC	03393057	12/31/2017	04394	101.42.4000.421.60065	32.61
PERA	INV0070608	01/05/2018	PERA COORDINATED PLAN	101.203.2030600	35,967.16
PERA	INV0070609	01/05/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,760.15
PERA	INV0070610	01/05/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0070611	01/05/2018	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0070612	01/05/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,599.64
PERA	INV0070613	01/05/2018	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	23,399.37
PETTY CASH - POLICE	12/31/17	12/31/2017	PETTY CASH REQUEST	101.41.1100.413.60065	4.99
PETTY CASH - POLICE	12/31/17	12/31/2017	PETTY CASH REQUEST	101.45.3300.419.60040	21.41
RESCUEPAX, LLC	263 B	12/31/2017	UNDERPAID 263	101.42.4200.423.30700	2,700.00
SAND CREEK GROUP LTD	95795	01/16/2018	1/9/18	101.42.4200.423.30700	2,225.00
SENSIBLE LAND USE COALITION	12/29/17	12/31/2017	REGISTER - T. LINK, A. HUNTING, H. E	101.45.3000.419.50080	44.00
SENSIBLE LAND USE COALITION	12/29/17	12/31/2017	REGISTER - T. LINK, A. HUNTING, H. E	101.45.3200.419.50080	88.00
SENSIBLE LAND USE COALITION	2018 MEMBERSHIP	01/09/2018	MEMBERSHIP 2018 REGISTRATION	101.45.3000.419.50070	200.00
SENSIBLE LAND USE COALITION	2018 MEMBERSHIP B	01/16/2018	2018 MEMBERSHIP	101.45.3000.419.50070	50.00
SERVIN PLUMBING	219508	12/31/2017	PL 2017-4468	101.45.0000.3222000	74.00
SEXTON COMPANY, THE	273444	12/31/2017	8096	101.41.1100.413.50032	210.00
SEXTON PRINTING INC	273436	12/31/2017	8096	101.41.1100.413.50032	3,363.00
SKILLSOFT CORPORATION	0000194706	01/16/2018	CUS020273	101.41.1100.413.30700	4,744.76
SPRINT	842483314-193	12/31/2017	Telephone	101.45.3000.419.50020	34.99
SPRINT	842483314-193B	12/31/2017	Telephone	101.41.1100.413.50020	(1.17)
STATE OF MN - CRIMINAL APPREHENSION	000000453760	12/31/2017	00000012981	101.42.4000.421.40044	390.00
THOMSON REUTER - WEST	837450225	12/31/2017	1000197212	101.42.4000.421.30700	199.56
TRACKER PRODUCTS LLC	TPINV-001502	12/31/2017	11/20/17	101.42.4000.421.60065	274.46
TRACKER PRODUCTS LLC	TPINV-001572	01/09/2018	1/4/18	101.42.4000.421.60065	2,470.00
TYLER TECHNOLOGIES, INC	025-209259	01/09/2018	41443	101.41.2000.415.40044	33,389.42

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TYLER TECHNOLOGIES, INC	025-209761	01/09/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0078613-MN	12/31/2017	006745	101.41.1100.413.30500	135.00
ULINE	93548995	12/31/2017	11966814	101.45.3300.419.50030	409.64
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	101.44.6000.451.60045	24.47
VALLEY IMAGES PHOTOGRAPHY - MARK D. BAUE	15520	01/16/2018	1/2/18	101.42.4000.421.30700	50.00
VERIFIED CREDENTIALS, INC.	274913	12/31/2017	12/31/17	101.41.1000.413.30700	85.00
VERIFIED CREDENTIALS, INC.	274919	12/31/2017	12/31/17	101.41.1100.413.30500	399.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.42.4000.421.50020	834.91
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.42.4200.423.50020	700.28
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5000.441.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5100.442.50020	297.34
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.43.5200.443.50020	369.54
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.44.6000.451.50020	445.26
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.45.3000.419.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	101.45.3300.419.50020	297.18
VERIZON WIRELESS	9798723113	12/31/2017	942147853-00001	101.42.4000.421.50020	570.42
VIKING ELECTRIC SUPPLY	S000358383.001	01/16/2018	5132	101.42.4200.423.40040	13.32
VOLUNTEER FIREFIGHTERS BENEFIT	2018 APPLICATION	12/31/2017	2018 APPLICATION	101.42.4200.423.50070	33.00
ZEE MEDICAL SERVICE	54113481	12/31/2017	12/21/17	101.42.4000.421.60065	367.60
Fund: 101 - GENERAL FUND					639,430.26
ENDORSE COMMUNICATIONS LLC	731	12/31/2017	12/29/17	201.44.1600.465.50025	56.25
ENSEMBLE CREATIVE & MARKETING	IGHI22017	12/31/2017	DECEMBER 2017	201.44.1600.465.50025	1,617.00
MN ASSOC OF CONVENTION & VISITORS	12	01/09/2018	2018 MEMBERSHIP RENEWAL	201.44.1600.465.50070	385.00
PIONEER PRESS	1117563204	12/31/2017	563204	201.44.1600.465.50025	7,550.00
PORTAGE & MAIN DEVELOPMENT LTD.	MP-127-0118	01/09/2018	2018	201.44.1600.465.50025	1,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.30700	1,540.81
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.50030	37.04
RIVER HEIGHTS CHAMBER OF COMMERCE	8606	12/31/2017	12/21/17	201.44.1600.465.50035	18.29
RIVER HEIGHTS CHAMBER OF COMMERCE	8607	12/31/2017	12/21/17	201.44.1600.465.30700	3,709.75
RIVER HEIGHTS CHAMBER OF COMMERCE	8607	12/31/2017	12/21/17	201.44.1600.465.40065	250.00
Fund: 201 - C.V.B. FUND					16,164.14
ANDREW L. SOLTVEDT	1085	12/31/2017	12/10/17	204.44.6100.452.30700	490.00
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	204.44.6100.452.50030	4,523.53
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	204.44.6100.452.30550	14.69
IGH SENIOR CLUB	10/23/17	12/31/2017	MEMBERSHIPS SEPTEMBER 2017	204.227.2271000	40.00
IGH SENIOR CLUB	11/6/17	12/31/2017	MEMBERSHIPS OCTOBER 2017	204.227.2271000	64.00
IGH SENIOR CLUB	12/1/17	12/31/2017	MEMBERSHIPS NOVEMBER 2017	204.227.2271000	216.00
IGH SENIOR CLUB	NOVEMBER 2017	12/31/2017	NOVEMBER 2017	204.227.2271000	64.00
REVOLUTIONARY SPORTS, LLC	IGH-2	12/31/2017	SEPTEMBER 2017	204.44.6100.452.30700	572.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	204.44.6100.452.50020	51.50
Fund: 204 - RECREATION FUND					6,035.72
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	205.44.6200.453.40020	790.02
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	205.44.6200.453.40020	942.30
ANDREW L. SOLTVEDT	1084	12/31/2017	12/10/17	205.44.6200.453.30700	210.00
ANDREW L. SOLTVEDT	1085	12/31/2017	12/10/17	205.44.6200.453.30700	490.00
EZ FITNESS SOLUTIONS, LLC	17-0008	12/31/2017	12/22/17	205.44.6200.453.40042	750.00
FARLEY, PAT	12/29/17	12/31/2017	REFUND - LOW ENROLLMENT	205.44.0000.3493501	39.00
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	205.44.6200.453.50030	6,451.59
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	205.44.6200.453.50035	12.66
GAISBAUER, CHARITY	1/5/18	01/16/2018	REFUND - LOW ENROLLMENT	205.44.0000.3493501	59.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	38.19
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	205.44.6200.453.30550	3.50
HEALTHY CONTRIBUTIONS LLC	11/1/17	12/31/2017	IND11359	205.44.6200.453.70600	15.15
HUEBSCH SERVICES	4003412	01/16/2018	92965	205.44.6200.453.40040	66.14
HUEBSCH SERVICES	4003412	01/16/2018	92965	205.44.6200.453.40040	282.01
IGH SENIOR CLUB	10/23/17	12/31/2017	MEMBERSHIPS SEPTEMBER 2017	205.44.0000.3493501	43.92
IGH SENIOR CLUB	11/6/17	12/31/2017	MEMBERSHIPS OCTOBER 2017	205.44.0000.3493501	853.00
IGH SENIOR CLUB	NOVEMBER 2017	12/31/2017	NOVEMBER 2017	205.44.0000.3493501	830.00
IND SCHOOL DISTRICT 197 DAKOTA CITY	11/17/17	12/31/2017	DAYTRIPPERS THEATRE	205.44.6200.453.50090	1,534.00
MARK F. MORAN	11/19/17	12/31/2017	ANTIQUUE APPRAISAL EVENT	205.44.6200.453.30700	400.00
MEDICINE LAKE TOURS	12/6/17	12/31/2017	12/10/17	205.44.6200.453.50090	1,170.00
MILLER'S ELECTRIC	578	01/16/2018	1/4/18	205.44.6200.453.40040	390.00
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	79.35
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	69.35
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	51.50
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	205.44.6200.453.50020	69.36
VERIZON WIRELESS	9798670814B	12/31/2017	Telephone	205.44.6200.453.50020	(6.98)
Fund: 205 - COMMUNITY CENTER					15,671.86

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	290.45.3000.419.30550	1.47
RIVER HEIGHTS CHAMBER OF COMMERCE	8326	01/09/2018	1/1/18	290.45.3000.419.50070	182.71
SRF CONSULTING GROUP, INC	10329.00-2	12/31/2017	9/30/17	290.45.3000.419.30700	813.75
SRF CONSULTING GROUP, INC	10329.00-3	12/31/2017	10/31/17	290.45.3000.419.30700	2,902.88
SRF CONSULTING GROUP, INC	10329.00-4	12/31/2017	2018 MEMBERSHIP RENEWAL	290.45.3000.419.30700	5,310.29
Fund: 290 - EDA OPERATING					9,211.10
EVERGREEN LAND SERVICES	00-11893	12/31/2017	10/31/17	291.45.3000.419.30700	852.43
REPUBLIC SERVICES	0923-003377277	12/31/2017	3-0923-0064448	291.45.3000.419.30700	157.60
REPUBLIC SERVICES	0923-003447413	12/31/2017	3-0923-0064448	291.45.3000.419.30700	498.16
Fund: 291 - EDA ACQUISITIONS					1,508.19
WELLS FARGO BANK	1523426	01/16/2018	75163200	362.57.9000.570.90300	113.74
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					113.74
WELLS FARGO BANK	1523426	01/16/2018	75163200	363.57.9000.570.90300	292.00
Fund: 363 - G.O. SEWER REFUND 2014B					292.00
WELLS FARGO BANK	1523426	01/16/2018	75163200	364.57.9000.570.90300	344.26
Fund: 364 - G.O. IMPR REFUND 14B (08A)					344.26
WELLS FARGO BANK	1523539	01/09/2018	75163200	368.57.9000.570.90300	1,000.00
Fund: 368 - G.O. SEWER REVENUE REFUND 2017A					1,000.00
REHDER & ASSOCIATES INC	6355	12/31/2017	12/15/17	434.42.4200.423.30700	68.38
Fund: 434 - 2014 IMPROVEMENT FUND					68.38
BARR ENGINEERING COMPANY	23190328.16-21	12/31/2017	2016 PROJECT REVIEWS	437.73.5900.737.30700	572.95
BECKER ARENA PRODUCTS, INC.	PAY REQUEST NO. 4	12/31/2017	PROJECT 2017-05	437.44.5900.737.80200	5,201.96
EVERGREEN LAND SERVICES	00-11904	01/16/2018	1/4/18	437.44.5900.737.30700	3,176.31
KIMLEY-HORN & ASSOCIATES, INC.	10231630	12/31/2017	3022	437.44.5900.737.30300	4,605.69
KIMLEY-HORN & ASSOCIATES, INC.	10478658	12/31/2017	160509033.3	437.44.5900.737.30300	15,507.77
MAERTENS-BRENNY CONSTRUCTION COMPANY	PAY REQUEST NO. 2	12/31/2017	CITY PROJECT NO. 2017-05	437.44.5900.737.80200	3,645.63
MAERTENS-BRENNY CONSTRUCTION COMPANY	PAY REQUEST NO. 3	12/31/2017	PROJECT NO. 2017-05	437.44.5900.737.80200	2,475.00
WENCK ASSOCIATES, INC.	11709229	01/16/2018	B3619-0002	437.73.5900.737.30300	1,760.80
Fund: 437 - 2017 IMPROVEMENT FUND					36,946.11
GERTENS	18228/6	12/31/2017	103566	441.74.5900.741.60065	420.50
GERTENS	18568/6	12/31/2017	103566	441.74.5900.741.60065	48.00
GERTENS	19894/6	12/31/2017	103566	441.74.5900.741.60065	51.00
GERTENS	20162/6	12/31/2017	103566	441.74.5900.741.60065	451.50
GERTENS	20171/6	12/31/2017	103566	441.74.5900.741.60065	22.00
GERTENS	K19788/6	12/31/2017	103566	441.74.5900.741.60065	117.25
MN POLLUTION CONTROL AGENCY	1/9/18	01/16/2018	MS4 GENERAL STORMWATER PERMI	441.74.5900.741.30700	400.00
Fund: 441 - STORM WATER MANAGEMENT					1,510.25
ELEMENT MATERIALS TECHNOLOGY ST. PAUL, MN	ESP0129500IN	12/31/2017	00007085	446.74.5900.746.30300	4,000.00
WSB & ASSOCIATES, INC.	10/17/17 0-001702-260	12/31/2017	0-001702-260	446.74.5900.746.30300	727.50
WSB & ASSOCIATES, INC.	10/17/17 0-001702-260	12/31/2017	0-001702-260	446.74.5900.746.30300	3,080.00
WSB & ASSOCIATES, INC.	11/29/17 1	12/31/2017	R-011096-000	446.74.5900.746.30300	2,526.50
WSB & ASSOCIATES, INC.	11/29/17 2	12/31/2017	R-010829-000	446.74.5900.746.30300	418.00
WSB & ASSOCIATES, INC.	12/29/17 7	12/31/2017	0-003599-000	446.74.5900.746.30300	24,640.50
WSB & ASSOCIATES, INC.	12/29/17 7	12/31/2017	0-003599-000	446.74.5900.746.30300	9,471.50
Fund: 446 - NW AREA					44,864.00
SEAN PATRICK BUTTS	7711.1	12/31/2017	12/15/17	448.74.5900.748.30700	600.00
Fund: 448 - NWA - STORM WATER					600.00
CITY OF BLOOMINGTON	1700237	12/31/2017	12/29/17	501.50.7100.512.30700	420.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	501.50.7100.512.30550	45.23
GOPHER STATE ONE-CALL	7120467	12/31/2017	MN00435	501.50.7100.512.30700	189.00
MN GLOVE & SAFETY, INC.	306389	12/31/2017	CTINVE	501.50.7100.512.60045	159.95
NRG ENERGY INC	000856764940	12/31/2017	008000130189	501.50.7100.512.40020	14,654.19
NRG ENERGY INC	000856778300	12/31/2017	008000127767	501.50.7100.512.40020	2,191.15
NRG ENERGY INC	000856778304	12/31/2017	008000127768	501.50.7100.512.40020	1,949.47
NRG ENERGY INC	000856778305	12/31/2017	008000130189	501.50.7100.512.40020	9,555.66
OTIS ELEVATOR COMPANY	CL65002118	12/31/2017	283520	501.50.7100.512.30700	1,214.32
PIONEER POWER, INC.	1801005	01/16/2018	1801005	501.50.7100.512.40042	79,486.50
SPRINT	842483314-193	12/31/2017	Telephone	501.50.7100.512.50020	70.58
TKDA	002017005185	12/31/2017	0015781.002	501.50.7100.512.30700	1,523.98
TYLER TECHNOLOGIES, INC	025-211131	12/31/2017	41443	501.50.7100.512.70440	849.38
VALLEY-RICH CO, INC	25069	12/31/2017	IGH	501.50.7100.512.60016	3,180.72
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	501.50.7100.512.50020	267.84
Fund: 501 - WATER UTILITY FUND					115,757.97
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	502.51.7200.514.30550	23.23
METROPOLITAN COUNCIL	0001075644	12/31/2017	5084	502.51.7200.514.40015	158,711.74
METROPOLITAN COUNCIL	0001076818	01/16/2018	5084	502.51.7200.514.40015	158,711.74
MN POLLUTION CONTROL AGENCY	2018 OPERATORS CONF	01/16/2018	2018 OPERATORS CONFERENCE RE	502.51.7200.514.50080	1,560.00
NRG ENERGY INC	000856778300	12/31/2017	008000127767	502.51.7200.514.40020	8.61
NRG ENERGY INC	000856778304	12/31/2017	008000127768	502.51.7200.514.40020	85.20
TYLER TECHNOLOGIES, INC	025-211131	12/31/2017	41443	502.51.7200.514.70440	849.37
Fund: 502 - SEWER UTILITY FUND					319,949.89

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8000.521.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	503.52.8600.527.30550	18.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	503.52.8000.521.20630	(9.66)
MADISON NATIONAL LIFE INSURANCE COMPANY	1279436	12/31/2017	JANUARY 2018	503.52.8600.527.20630	6.95
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	103566	503.52.8000.521.20620	3.13
MN LIFE INSURANCE CO	JANUARY 2018	12/31/2017	POLICY #0027324	503.52.8600.527.20620	3.63
NRG ENERGY INC	000856778300	12/31/2017	008000127767	503.52.8600.527.40020	5.02
OFFICE OF THE SECRETARY OF STATE	1/9/18	01/09/2018	1/9/18	503.52.8500.526.50070	750.00
SOUTH BAY DESIGN	010118	01/16/2018	JAN 2018	503.52.8500.526.50025	255.00
UNIFIRST CORPORATION	090 0397489	12/31/2017	0158268	503.52.8600.527.60045	63.62
UNIFIRST CORPORATION	090 0399731	01/16/2018	1258268	503.52.8600.527.60045	64.67
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	503.52.8500.526.50020	162.68
VGM CLUB	854844	01/16/2018	1/1/18	503.52.8500.526.50070	160.00
Fund: 503 - INVER WOOD GOLF COURSE					1,490.04
EHLERS AND ASSOCIATES, INC.	75994	12/31/2017	75994	511.50.7100.512.30150	55.00
Fund: 511 - NWA - WATER					55.00
EHLERS AND ASSOCIATES, INC.	75994	12/31/2017	75994	512.51.7200.514.30150	55.00
Fund: 512 - NWA - SEWER					55.00
BJORKLUND COMPENSATION CONSULTING, LLC	00003833	12/31/2017	CITY PROJECT 2017-05	602.00.2100.415.30700	1,531.00
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	602.00.2100.415.30550	1.27
Fund: 602 - RISK MANAGEMENT					1,532.27
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004121116	12/31/2017	14649	603.140.1450050	218.50
BETTS, BETH	1075	12/31/2017	12/20/17	603.00.5300.444.40040	399.30
CLAREY'S SAFETY EQUIPMENT	174885	12/31/2017	090515	603.00.5300.444.60011	233.83
FACTORY MOTOR PARTS COMPANY	1-Z13061	12/31/2017	10799	603.140.1450050	229.30
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	603.00.5300.444.30550	12.74
INVER GROVE FORD	5244582	12/31/2017	12/21/17	603.00.5300.444.40041	52.89
KIMBALL MIDWEST	6052580	12/31/2017	222006	603.00.5300.444.60012	404.92
MACQUEEN EMERGENCY GROUP	W00420	12/31/2017	INVER003	603.00.5300.444.40041	239.26
MACQUEEN EMERGENCY GROUP	W00421	12/31/2017	INVER003	603.00.5300.444.40041	181.70
MACQUEEN EMERGENCY GROUP	W00422	12/31/2017	INVER003	603.00.5300.444.40041	230.00
METRO JANITORIAL SUPPLY INC	11014664	12/31/2017	12/21/17	603.00.5300.444.60011	539.23
METRO JANITORIAL SUPPLY INC	11014668	12/31/2017	12/29/17	603.00.5300.444.60011	240.03
MID CITY SERVICES, INC.	78008	12/31/2017	12/22/17	603.00.5300.444.40065	45.75
MTI DISTRIBUTING CO	1129390-00	12/31/2017	91180	603.00.5300.444.40041	431.94
NRG ENERGY INC	000856764940	12/31/2017	008000130189	603.00.5300.444.40020	2,321.96
NRG ENERGY INC	000856778305	12/31/2017	008000130189	603.00.5300.444.40020	1,275.26
NUSS TRUCK AND EQUIPMENT	4539271P	12/31/2017	38679B	603.00.5300.444.40041	587.89
NUSS TRUCK AND EQUIPMENT	CM4539271P	12/31/2017	38679B	603.00.5300.444.40041	(115.00)
O' REILLY AUTO PARTS	1767-300633	12/31/2017	1578028	603.140.1450050	125.83
O' REILLY AUTO PARTS	1767-304086	12/31/2017	1578028	603.00.5300.444.40041	125.49
O' REILLY AUTO PARTS	1767-304526	12/31/2017	1578028	603.00.5300.444.40041	(3.57)
O' REILLY AUTO PARTS	1767-304632	12/31/2017	1578028	603.00.5300.444.40041	225.08
O' REILLY AUTO PARTS	1767-304633	12/31/2017	1578028	603.140.1450050	43.80
O' REILLY AUTO PARTS	1767-304634	12/31/2017	1578028	603.00.5300.444.60012	16.99
O' REILLY AUTO PARTS	1767-304647	12/31/2017	1578028	603.00.5300.444.40041	57.99
O' REILLY AUTO PARTS	1767-304684	12/31/2017	1578028	603.140.1450050	39.36
O' REILLY AUTO PARTS	1767-304781	12/31/2017	1578028	603.00.5300.444.40041	159.98
O' REILLY AUTO PARTS	1767-304838	12/31/2017	1578028	603.00.5300.444.60012	7.99
O' REILLY AUTO PARTS	1767-304927	12/31/2017	1578028	603.00.5300.444.40041	37.71
O' REILLY AUTO PARTS	1767-304930	12/31/2017	1578028	603.00.5300.444.40041	28.62
O' REILLY AUTO PARTS	1767-305612	12/31/2017	1578028	603.00.5300.444.60040	5.99
O' REILLY AUTO PARTS	1767-305634	12/31/2017	1578028	603.00.5300.444.40041	199.68
O' REILLY AUTO PARTS	1767-304505	01/08/2018	1578028	603.00.5300.444.40041	3.57
POMP'S TIRE SERVICE, INC.	980044629	12/31/2017	4502557	603.00.5300.444.60014	212.00
POMP'S TIRE SERVICE, INC.	980044641	12/31/2017	4502557	603.00.5300.444.60014	1,200.00
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	603.00.5300.444.40065	170.17
UNIFIRST CORPORATION	090 0398539	12/31/2017	1051948	603.00.5300.444.60045	49.53
VERIZON WIRELESS	9798670814	12/31/2017	Telephone	603.00.5300.444.50020	109.88
Fund: 603 - CENTRAL EQUIPMENT					10,345.59
US BANK	347522765	12/31/2017	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					2,555.00
AEP ONSITE PARTNERS, LLC	419-21102753	01/16/2018	1/5/18	605.00.7500.460.40020	492.46
BETTS, BETH	1075	12/31/2017	12/20/17	605.00.7500.460.30700	863.70
CULLIGAN	12/31/17 157-98503022-8	12/31/2017	157-98503022-8	605.00.7500.460.60011	69.05
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	3995396	12/31/2017	100075	605.00.7500.460.40065	118.22
HUEBSCH SERVICES	4003411	01/16/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	12/28/17	12/31/2017	UTILITY MAILING	605.00.7500.460.50035	1,039.60
Fund: 605 - CITY FACILITIES					2,704.75
CDW GOVERNMENT INC	KXB3970	12/31/2017	2394832	606.00.1400.413.80610	297.62
CDW GOVERNMENT INC	KZC3162	12/31/2017	2394832	606.00.1400.413.80610	118.69
CDW GOVERNMENT INC	KZF7051	12/31/2017	2394832	606.00.1400.413.80610	268.09
CDW GOVERNMENT INC	KZM4583	12/31/2017	2394832	606.00.1400.413.80610	57.45
CDW GOVERNMENT INC	KZT8232	12/31/2017	2394832	606.00.1400.413.80610	70.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CDW GOVERNMENT INC	LBT2608	12/31/2017	2394832	606.00.1400.413.80610	86.60
CDW GOVERNMENT INC	LCP1953	12/31/2017	2394832	606.00.1400.413.80610	1,823.59
CDW GOVERNMENT INC	LCX1368	12/31/2017	2394832	606.00.1400.413.80610	144.21
CDW GOVERNMENT INC	LDL5830	12/31/2017	2394832	606.00.1400.413.80610	(118.69)
CDW GOVERNMENT INC	LDS1326	12/31/2017	2394832	606.00.1400.413.80610	1,056.44
GENESIS EMPLOYEE BENEFITS, INC	IN1195560	12/31/2017	Payroll	606.00.1400.413.30550	25.70
HARRIS COMPUTER SYSTEMS	CT035988	12/31/2017	INV1100	606.00.1400.413.80620	17,780.50
MATRIX COMMUNICATIONS, INC.	209577 B	12/31/2017	6330	606.00.1400.413.30700	3.00
OFFICE OF MN. IT SERVICES	DV17120495	01/16/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	29163	01/16/2018	INVER	606.00.1400.413.30700	37,253.03
Fund: 606 - TECHNOLOGY FUND					59,176.31
ANOKA COUNTY SHERIFF'S DEPT	175111	01/09/2018	ASHLEY MARIE FAVORS	702.229.2291000	150.00
BARR ENGINEERING COMPANY	23190328.16-21	12/31/2017	2016 PROJECT REVIEWS	702.229.2296102	577.04
BOCKSTRUCK, JANE	11/30/17	12/13/2017	ESCROW RELEASE 1784 86TH CT	702.229.2292102	1,000.00
CULLIGAN	12/31/17 157-98473242-8	12/31/2017	157-98473242-8	702.229.2286300	30.85
FIRST IMPRESSION GROUP, THE	78822	12/31/2017	3022	702.229.2307200	296.63
HENNEPIN COUNTY DISTRICT COURT	70VB17162271	01/03/2018	LEON DIAMOND III	702.229.2291000	318.00
KAMISH EXCAVATING	1/5/18	01/09/2018	ESCROW RELEASE - 3220 57TH ST E	702.229.2285402	1,500.00
ROLFER, MITCHEL	12/20/17	12/31/2017	HOLIDAY LIGHTS - 2ND PLACE	702.229.2307200	100.00
SCHWEGEL, LES	12/20/17	12/31/2017	HOLIDAY LIGHTS CONTEST - 1ST PL	702.229.2307200	150.00
SCOTT COUNTY CLERK OF COURT	17432275	01/03/2018	FELICIA REITER	702.229.2291000	78.00
YESCAVAGE, RYLEE	12/20/17	12/31/2017	HOLIDAY LIGHTS - HONORABLE MEN	702.229.2307200	25.00
Fund: 702 - ESCROW FUND					4,225.52
Grand Total					1,291,607.35

CITY OF INVER GROVE HEIGHTS**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 18, 2018 to February 6, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 6, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$824,019.58
Debt Service & Capital Projects	5,152,869.73
Enterprise & Internal Service	264,935.29
Escrows	32,943.03
Grand Total for All Funds	<u><u>\$6,274,767.63</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period January 18, 2018 to February 6, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 6, 2018**

WHEREAS, a list of disbursements for the period ending February 6, 2018 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	\$824,019.58
Debt Service & Capital Projects	5,152,869.73
Enterprise & Internal Service	264,935.29
Escrows	32,943.03
Grand Total for All Funds	<u><u>\$6,274,767.63</u></u>

Adopted by the City Council of Inver Grove Heights this 12th day of February, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 01/18/2018 - 02/06/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0070811	01/19/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0070812	01/19/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	858.55
AFSCME COUNCIL 5	INV0070813	01/19/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	73.60
AFSCME COUNCIL 5	INV0071262	02/02/2018	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	118.30
AFSCME COUNCIL 5	INV0071263	02/02/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	858.55
AFSCME COUNCIL 5	INV0071264	02/02/2018	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	92.00
AMERICAN TEST CENTER	2180019	01/23/2018	1/8/18	101.42.4200.423.30700	563.00
BJORKLUND COMPENSATION CONSULTING, LL	00003851	01/23/2018	1/12/18	101.44.6000.451.30700	145.00
BJORKLUND COMPENSATION CONSULTING, LL	00003854	02/06/2018	1/28/18	101.42.4000.421.30700	82.00
BOLTON & MENK, INC.	0212108	12/31/2017	x11.114659	101.43.5100.442.30300	1,168.00
CALVERT, MICHELLE	1/16/18	02/06/2018	REIMBURSE- MILEAGE	101.41.1100.413.50065	17.44
CHADER BUSINESS EQUIPMENT	IN15558	02/06/2018	IG00	101.42.4000.421.30700	212.00
CLAREY'S SAFETY EQUIPMENT	175217	01/23/2018	090500	101.42.4200.423.60040	360.55
DAKOTA AGGREGATES, LLC.	A6090873	01/23/2018	9021	101.43.5200.443.60016	238.24
DAKOTA CTY FINANCIAL SVCS	00028444	12/31/2017	P0001753	101.43.5400.445.40020	788.97
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754 B	01/08/2018	P0001754	101.42.4000.421.30700	5,434.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754 B	01/08/2018	P0001754	101.42.4000.421.50070	3,261.77
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754 B	01/08/2018	P0001754	101.42.4000.421.70501	18,000.00
DAKOTA CTY FINANCIAL SVCS	1/8/18 P0001754 B	01/08/2018	P0001754	101.42.4200.423.50070	7,323.04
DAKOTA CTY FIRE CHIEFS ASSN	2018 DUES	01/31/2018	2018 ANNUAL DUES	101.42.4200.423.50070	100.00
DAKOTA CTY PHYSICAL DEVELOPMENT	1/4/18	02/07/2018	3473 VSQG COLLECTION PROGRAM	101.43.5200.443.30700	416.85
DM STAMPS & SPECIALTIES	403143	01/23/2018	INVER006	101.42.4000.421.50030	61.94
EFTPS	INV0070832	01/19/2018	FEDERAL WITHHOLDING	101.203.2030200	54,795.17
EFTPS	INV0070834	01/19/2018	MEDICARE WITHHOLDING	101.203.2030500	13,994.74
EFTPS	INV0070835	01/19/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	42,322.98
EFTPS	INV0070844	01/22/2018	FEDERAL WITHHOLDING	101.203.2030200	797.95
EFTPS	INV0070846	01/22/2018	MEDICARE WITHHOLDING	101.203.2030500	490.22
EFTPS	INV0070847	01/22/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	925.34
EFTPS	INV0070979	01/25/2018	FEDERAL WITHHOLDING	101.203.2030200	60.60
EFTPS	INV0070981	01/25/2018	MEDICARE WITHHOLDING	101.203.2030500	22.72
EFTPS	INV0070982	01/25/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	97.08
EFTPS	INV0071285	02/02/2018	FEDERAL WITHHOLDING	101.203.2030200	45,541.70
EFTPS	INV0071287	02/02/2018	MEDICARE WITHHOLDING	101.203.2030500	13,595.80
EFTPS	INV0071288	02/02/2018	SOCIAL SECURITY WITHHOLDING	101.203.2030400	38,857.46
EMERGENCY AUTOMOTIVE TECHNOLOGIES	WC121917-25A	12/31/2017	12/29/17	101.42.4200.423.40041	5,732.74
EMERGENCY RESPONSE SOLUTIONS	10307	12/31/2017	12/31/17	101.42.4200.423.60040	6,866.80
EMERGENCY RESPONSE SOLUTIONS	10253	02/06/2018	1/25/18	101.42.4200.423.40042	60.68
EYEMED	163399901	02/06/2018	FEBRUARY 2018	101.203.2032700	259.43
FEDEX	2750297476	02/06/2018	920015913	101.42.4200.423.50035	46.86
FIRSTSCRIBE	2475658	01/23/2018	1/1/18	101.43.5100.442.40044	250.00
GALLS INC	009067036	01/23/2018	1001727847	101.42.4000.421.60045	12.99
GALLS INC	009086774	01/23/2018	1001727847	101.42.4000.421.60045	118.96
GALLS INC	009095974	01/23/2018	1001727847	101.42.4000.421.60045	45.99
GALLS INC	009123866	02/06/2018	1001727847	101.42.4000.421.60045	83.94
GALLS INC	009148684	02/06/2018	1001727847	101.42.4000.421.60045	45.47
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070816	01/19/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0070817	01/19/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0071267	02/02/2018	HSA ELECTION-FAMILY	101.203.2032500	2,826.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0071268	02/02/2018	HSA ELECTION-SINGLE	101.203.2032500	4,282.45
GENESIS EMPLOYEE BENEFITS, INC	IN1197250	12/31/2017	12/1/17-12/31/17	101.42.4000.421.30550	40.00
GOODPOINTE TECHNOLOGY, INC.	3808	12/31/2017	12/13/17	101.43.5100.442.40044	1,730.00
HEALTHFAST MEDICAL TRANSPORTATION	18-3074	02/06/2018	1/18/18	101.42.4000.421.30700	85.00
HILLYARD INC	602842437	01/31/2018	274086	101.42.4200.423.60011	288.02
ICC	3185088	02/06/2018	0296400	101.45.3300.419.50070	135.00
ICMA RETIREMENT TRUST - 457	INV0070818	01/19/2018	ICMA-AGE <49 %	101.203.2031400	6,089.58
ICMA RETIREMENT TRUST - 457	INV0070819	01/19/2018	ICMA-AGE <49	101.203.2031400	5,016.54
ICMA RETIREMENT TRUST - 457	INV0070820	01/19/2018	ICMA-AGE 50+ %	101.203.2031400	1,430.86
ICMA RETIREMENT TRUST - 457	INV0070821	01/19/2018	ICMA-AGE 50+	101.203.2031400	5,829.36
ICMA RETIREMENT TRUST - 457	INV0070822	01/19/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0070830	01/19/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,643.07
ICMA RETIREMENT TRUST - 457	INV0070831	01/19/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0071269	02/02/2018	ICMA-AGE <49 %	101.203.2031400	6,459.71
ICMA RETIREMENT TRUST - 457	INV0071270	02/02/2018	ICMA-AGE <49	101.203.2031400	4,936.54
ICMA RETIREMENT TRUST - 457	INV0071271	02/02/2018	ICMA-AGE 50+ %	101.203.2031400	1,564.23
ICMA RETIREMENT TRUST - 457	INV0071272	02/02/2018	ICMA-AGE 50+	101.203.2031400	5,829.36
ICMA RETIREMENT TRUST - 457	INV0071273	02/02/2018	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0071282	02/02/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0071283	02/02/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.41.1100.413.60065	25.25
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.41.2000.415.50030	625.20
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.43.5100.442.60040	130.22
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.44.6000.451.60011	280.39
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.45.3000.419.60010	513.14
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	101.45.3300.419.60040	362.16
IUOE	INV0071274	02/02/2018	UNION DUES IUOE	101.203.2031000	1,323.84
JEFFERSON FIRE & SAFETY, INC.	241645	12/31/2017	INV03	101.42.4200.423.60040	941.57
KEEPRS, INC	364864-91	12/31/2017	INVGROHTFD	101.42.4200.423.60040	2,194.64
KEEPRS, INC	368192	01/23/2018	INVERGROHTPD	101.42.4000.421.60045	433.35
KEEPRS, INC	368226	01/23/2018	INVERGROHTPD	101.42.4000.421.60045	150.98
KEEPRS, INC	368666	01/23/2018	INVERGROHTPD	101.42.4000.421.60045	183.16
LANGUAGE LINE SERVICES	4233514	12/31/2017	9020909043	101.42.4000.421.50020	35.62
LEAGUE OF MN CITIES	267600	02/06/2018	1/17/18	101.42.4000.421.50080	3,420.00
LELS	INV0071275	02/02/2018	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0071284	02/02/2018	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	12/31/17 92000E	12/31/2017	92000E	101.42.4000.421.30410	14,556.48
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Community I	12/31/2017	Legal	101.45.3000.419.30420	192.50
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Council Mee	12/31/2017	Legal	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Engineering	12/31/2017	Legal	101.43.5100.442.30420	962.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Highway 3 M	12/31/2017	Legal	101.43.5100.442.30420	88.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Inspections	12/31/2017	Legal	101.45.3300.419.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Mayor/CC	12/31/2017	Legal	101.41.1000.413.30420	4,374.60
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Mihm Develp	12/31/2017	Legal	101.45.3200.419.30420	1,284.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Planning	12/31/2017	Legal	101.45.3200.419.30420	704.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Public Work	12/31/2017	Legal	101.43.5000.441.30420	624.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Rauschnot F	12/31/2017	Legal	101.45.3000.419.30420	396.00
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1100.413.50025	40.25
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1100.413.50025	40.25
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1100.413.50025	669.38
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1100.413.50025	32.20
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1100.413.50025	21.88
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.41.1200.414.50025	39.38
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	101.44.6000.451.50025	177.10
LOCAL GOVERNMENT INFORMATION SYSTEM (	44639	12/31/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SYSTEM (	44649	12/31/2017	111541	101.42.4200.423.30700	129.00
LYNN CARD COMPANY	2180122-003	02/06/2018	138396	101.42.4000.421.50030	124.00
M & J SERVICES, LLC	1766	01/23/2018	1/4/18	101.43.5200.443.40046	3,400.00
M & J SERVICES, LLC	1768	01/23/2018	1/4/18	101.43.5200.443.40046	1,875.00
MADISON NATIONAL LIFE INSURANCE COMPAN	1284033	01/31/2018	GROUP # 012439	101.203.2031700	2,555.93
MADISON NATIONAL LIFE INSURANCE COMPAN	1284033	01/31/2018	GROUP # 012439	101.45.3300.419.20630	(35.83)
MAPMO	2018 MEMBERSHIP	02/06/2018	2018 MEMBERSHIP	101.45.3300.419.50070	125.00
MCFOA	2018 DUES - J. THILL	01/23/2018	2018 DUES	101.42.4200.423.50070	100.00
METROPOLITAN COUNCIL	DECEMBER 2017	12/31/2017	DECEMBER 2017	101.41.0000.3414000	(223.65)
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0070814	01/19/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0070815	01/19/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0071265	02/02/2018	STEVE HER FEIN/TAXPAYER ID: 4160	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0071266	02/02/2018	JOEL JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	432.57
MN DEPT OF REVENUE	DEC 2017 SALES AND USE	01/19/2018	SALES AND USE TAX	101.207.2070300	78.35
MN DEPT OF REVENUE	DEC 2017 SALES AND USE	01/19/2018	SALES AND USE TAX	101.207.2070300	0.44
MN DEPT OF REVENUE	INV0070823	01/19/2018	LETTER ID: L2120238272 - BRAVO	101.203.2031900	29.03
MN DEPT OF REVENUE	INV0070833	01/19/2018	STATE WITHHOLDING	101.203.2030300	21,134.41
MN DEPT OF REVENUE	INV0070845	01/22/2018	STATE WITHHOLDING	101.203.2030300	366.80
MN DEPT OF REVENUE	INV0070980	01/25/2018	STATE WITHHOLDING	101.203.2030300	32.22
MN DEPT OF REVENUE	INV0071286	02/02/2018	STATE WITHHOLDING	101.203.2030300	21,401.64
MN FIRE SERVICE CERT BOARD	5310	12/31/2017	12/23/17	101.42.4200.423.30700	345.00
MN LIFE INSURANCE CO	FEBRUARY 2018	02/06/2018	POLICY #0027324	101.203.2030900	3,549.34
MN LIFE INSURANCE CO	FEBRUARY 2018	02/06/2018	POLICY #0027324	101.45.3300.419.20620	(7.63)
MN NCPERS LIFE INSURANCE	2/5/18	02/06/2018	FEBRUARY 2018	101.203.2031600	320.00
MN STATE FIRE CHIEFS ASSOCIATION	200002203	12/31/2017	2017 CONFERENCE - J. THILL	101.42.4200.423.50080	300.00
MSFCA	200002532	02/06/2018	1/22/18	101.42.4200.423.50080	235.00
MUNICIPAL LEGISLATIVE COMMISSION	2018 ANNUAL DUES	01/23/2018	2018 ANNUAL DUES	101.41.1000.413.50070	8,749.75
MUNICI-PALS	2018 MEMBERSHIP DUES	01/23/2018	2018 MEMBERSHIP DUES	101.41.1100.413.50070	25.00
NATURE CALLS, INC.	25580	12/31/2017	DECEMBER 2017	101.44.6000.451.40065	348.00
NEOGOV	INV23174	01/23/2018	2018 LICENSE	101.41.1100.413.30500	5,339.88
NFPA	7153946X	01/31/2018	116140	101.42.4200.423.50070	1,345.50
OXYGEN SERVICE COMPANY, INC	03131369	01/23/2018	04394	101.42.4000.421.60065	162.27
PERA	INV0070824	01/19/2018	PERA COORDINATED PLAN	101.203.2030600	37,013.28
PERA	INV0070825	01/19/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,847.21
PERA	INV0070826	01/19/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0070827	01/19/2018	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0070828	01/19/2018	PERA POLICE & FIRE PLAN	101.203.2030600	14,691.08
PERA	INV0070829	01/19/2018	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	22,036.45
PERA	INV0070840	01/22/2018	PERA COORDINATED PLAN	101.203.2030600	970.18
PERA	INV0070841	01/22/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	74.63
PERA	INV0070842	01/22/2018	PERA POLICE & FIRE PLAN	101.203.2030600	1,019.67
PERA	INV0070843	01/22/2018	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	1,529.46
PERA	INV0071276	02/02/2018	PERA COORDINATED PLAN	101.203.2030600	38,631.54

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PERA	INV0071277	02/02/2018	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,971.64
PERA	INV0071278	02/02/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0071279	02/02/2018	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	69.23
PERA	INV0071280	02/02/2018	PERA POLICE & FIRE PLAN	101.203.2030600	16,142.21
PERA	INV0071281	02/02/2018	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	24,213.33
PETTY CASH	12/31/17	12/31/2017	PETTY CASH REQUEST	101.41.1100.413.60065	4.99
PETTY CASH	12/31/17	12/31/2017	PETTY CASH REQUEST	101.45.3300.419.60040	21.41
PETTY CASH - POLICE	12/31/17 B	12/31/2017	PETTY CASH REQUEST	101.42.4000.421.60065	4.97
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF	01/18/2018	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50070	50.00
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF	01/18/2018	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50080	290.00
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF	01/18/2018	Wells Fargo Out of Pocket Reimburseme	101.41.2000.415.50080	15.00
PRAIRIE RESTORATIONS, INC.	10342	12/31/2017	12/28/17	101.44.6000.451.40047	3,750.00
RAMBAUM, SHANE	1/29/18	02/06/2018	REIMBURSEMENT - VEST	101.42.4000.421.60045	520.55
RIVERSIDE MECHANICAL	224931	02/06/2018	REFUND OVERPAYMENT	101.45.0000.3219500	82.00
SHORT ELLIOTT HENDRICKSON, INC.	342673	12/31/2017	4340	101.43.5100.442.30300	221.39
SHORT ELLIOTT HENDRICKSON, INC.	343958	12/31/2017	4340	101.43.5100.442.30300	1,289.30
SOUTH METRO SPORTS	12/21/17	12/31/2017	12/21/17	101.43.5200.443.60045	105.00
SOUTH METRO SPORTS	12/21/17 B	12/31/2017	12/21/17	101.43.5200.443.60045	171.00
SOUTH METRO SPORTS	12/21/17 C	12/31/2017	12/21/17	101.43.5200.443.60045	108.00
SOUTH METRO SPORTS	12/21/17 D	12/31/2017	12/21/17	101.43.5200.443.60045	84.00
SOUTH METRO SPORTS	12/21/17 E	12/31/2017	12/21/17	101.43.5200.443.60045	99.00
SOUTH METRO SPORTS	12/21/17 F	12/31/2017	12/21/17	101.43.5200.443.60045	171.00
SPRINT	842483314-194	01/31/2018	Telephone	101.45.3000.419.50020	34.99
ST PAUL STAMP WORKS INC	404176	01/31/2018	INVER002	101.42.4000.421.60065	138.50
TARGETSOLUTIONS LEARNING	INV00000021755	02/06/2018	1/16/18	101.42.4200.423.30700	6,033.10
THE PLUMBING GUYS	2018047300	01/31/2018	PL2018-165 OVER PAYMENT	101.45.0000.3222000	30.00
TYLER TECHNOLOGIES, INC	025-207848	12/31/2017	41443	101.41.2000.415.40044	438.00
TYLER TECHNOLOGIES, INC	025-212598	01/23/2018	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0078382-MN	12/31/2017	006745	101.41.1100.413.30500	135.00
U.S. HEALTHWORKS	0079673-MN	01/23/2018	006745	101.41.1100.413.30500	105.00
UNIFIRST CORPORATION	090-0385144	12/31/2017	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090-0385144	12/31/2017	1051948	101.44.6000.451.60045	26.32
UNIFIRST CORPORATION	090 0399654	01/23/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0399654	01/23/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0400752	01/23/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0400752	01/23/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0401882	01/23/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0401882	01/23/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0403024	02/07/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0403024	02/07/2018	1051948	101.44.6000.451.60045	24.47
UNIFORMS UNLIMITED	64435-1	08/16/2017	491-1	101.45.3300.419.60040	437.94
VERIFIED CREDENTIALS, INC.	276022	02/06/2018	1/31/18	101.41.1100.413.30500	407.00
Fund: 101 - GENERAL FUND					613,829.66
ENDORSE COMMUNICATIONS LLC	739	02/06/2018	2018 HOSTING	201.44.1600.465.50025	275.00
PIONEER PRESS	1217563204	12/31/2017	563204	201.44.1600.465.50025	500.00
TAKE 5 MEDIA GROUP, LLC	46885	02/06/2018	1/25/18	201.44.1600.465.50025	450.00
TOUR MINNESOTA ASSOCIATION	2018 MEMBERSHIP	01/23/2018	2018 PREMIER MEMBERSHIP	201.44.1600.465.50070	375.00
TOUR MINNESOTA ASSOCIATION	2018 MEMBERSHIP	01/23/2018	2018 PREMIER MEMBERSHIP	201.44.1600.465.50075	100.00
Fund: 201 - C.V.B. FUND					1,700.00
3RD LAIR SKATEPARK	CR2089	12/31/2017	6/29	204.44.6100.452.30700	75.00
BURNSVILLE ATHLETIC CLUB	201711	12/31/2017	11/30/17	204.44.6100.452.30700	632.32
BURNSVILLE ATHLETIC CLUB	201711	12/31/2017	11/30/17	204.44.6100.452.60009	813.90
MN DEPT OF REVENUE	DEC 2017 SALES AND USE	01/19/2018	SALES AND USE TAX	204.207.2070300	84.53
ZERO GRAVITY ENTERTAINMENT	1/24/18	01/31/2018	DADDY DAUGHTER DATE NIGHT DJ	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					1,905.75
ANDREW L. SOLTVEDT	1088	12/31/2017	12/31/17	205.44.6200.453.50030	210.00
BOECKMAN, SHARI	12/31/17	12/31/2017	STEP AEROBIC REIMBURSEMENT	205.44.6200.453.50070	93.73
DAMMINGA, GREG	1/12/18	12/31/2017	DAMAGE DEPOSIT RETURN	205.44.0000.3492500	500.00
HEALTHY CONTRIBUTIONS LLC	11/1/17-11/30/17	12/31/2017	IND11359	205.44.6200.453.70600	15.15
HJELLMING, GORDY	12/31/17	12/31/2017	CYCLING CERTIFICATION REIMBURSI	205.44.6200.453.50070	7.33
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	205.44.6200.453.60040	150.65
KURANISHI, MARIE	12/31/17	12/31/2017	CPR REIMBURSEMENT	205.44.6200.453.50070	4.78
LANDSCAPE STRUCTURES INC.	13166	12/31/2017	13166	205.44.6200.453.80200	185,000.00
LANSTEINER, ADRIEENE	1/25/18	02/06/2018	REFUND - REGISTRATION	205.44.0000.3493501	65.00
MN DEPT OF REVENUE	DEC 2017 SALES AND USE	01/19/2018	SALES AND USE TAX	205.207.2070300	8,909.94
MN SAFETY SERVICES LLC	11518	02/06/2018	IGHLGIR	205.44.6200.453.30700	260.00
MRPA	2018	01/31/2018	MN ASSOC. OF SENIOR SRVCS	205.44.6200.453.50070	25.00
PERFECTION PLUS, INC	1128480	02/06/2018	1/10/18	205.44.6200.453.40040	2,928.75
PERFECTION PLUS, INC	1128480	02/06/2018	1/10/18	205.44.6200.453.40040	2,928.75
PETTY CASH - TERI O'CONNOR	1/23/18	01/31/2018	SECTIONALS PETTY CASH REQUEST	205.100.1010400	2,500.00
SCHWARTZ, BETH	12/31/17	12/31/2017	COURSE REIMBURSEMENT	205.44.6200.453.50070	21.68
SERAFIMOV, TANIA	12/31/17	12/31/2017	REIMBURSE - SCULPT TRAINING	205.44.6200.453.50080	7.35
SLOAN, MARY	12/31/17	12/31/2017	AEA CERTIFICATION REIMBURSEMEI	205.44.6200.453.50070	67.10
SLOTREM, ALYSSA	12/11/17	12/31/2017	AEA CERTIFICATION REIMBURSE	205.44.6200.453.50070	100.00
STALOCH, JENNA	12/31/17	12/31/2017	CERTIFICATION REIMBURSEMENT	205.44.6200.453.50070	9.50
STANSBURY, KRISTEN	12/31/17	12/31/2017	REIMBURSE - ZUMBA	205.44.6200.453.50070	12.03

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STUDEMAN, THOMAS	1/25/18	02/06/2018	REFUND - LOW ENROLLMENT	205.44.0000.3493501	65.00
T&M JOHNSON INC	95642-18	02/06/2018	1/12/18	205.44.6200.453.60065	1,500.00
TAHO SPORTSWEAR	171F3186	12/31/2017	1/10/18	205.44.6200.453.60045	115.31
TOTAL CONSTRUCTION & EQUIP.	1/12/18	12/31/2017	DAMAGE DEPOSIT REFUND	205.44.0000.3492500	1,000.00
TRENZELUK, DEB	12/31/17	12/31/2017	REIMBURSE - GROUP EXERCISE CER	205.44.6200.453.50070	4.80
VICKERMAN, COLLEEN	12/31/17	12/31/2017	REIMBURSE- NETA	205.44.6200.453.50070	8.40
VIKING ELECTRIC SUPPLY	S001105174.001	12/31/2017	V5132	205.44.6200.453.60016	1.60
VIKING ELECTRIC SUPPLY	S001211046.001	02/06/2018	V5132	205.44.6200.453.60016	40.32
Fund: 205 - COMMUNITY CENTER					206,552.17
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Austing	12/31/2017	Legal	291.45.3000.419.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Frederick (6i	12/31/2017	Legal	291.45.3000.419.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 McPhillips	12/31/2017	Legal	291.45.3000.419.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 River Count	12/31/2017	Legal	291.45.3000.419.30420	8.00
Fund: 291 - EDA ACQUISITIONS					32.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2009A	353.57.9000.570.90100	260,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2009A	353.57.9000.570.90200	176,084.38
Fund: 353 - G.O. CAP IMPR BONDS 2009A					436,084.38
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010A	354.57.9000.570.90100	235,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010A	354.57.9000.570.90200	103,137.50
Fund: 354 - G.O. SEWER REV BONDS 2010A					338,137.50
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010B	355.57.9000.570.90100	365,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010B	355.57.9000.570.90200	44,396.88
Fund: 355 - G.O. IMPR BONDS 2010B					409,396.88
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010C	356.57.9000.570.90100	35,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010C	356.57.9000.570.90200	411.25
Fund: 356 - G.O.PIR REFUNDING 2010C					35,411.25
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010C	357.57.9000.570.90100	40,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2010C	357.57.9000.570.90200	470.00
Fund: 357 - G.O. WMTD REF BONDS 2010C					40,470.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2011A	358.57.9000.570.90100	165,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2011A	358.57.9000.570.90200	1,650.00
Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A					166,650.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2012A	359.57.9000.570.90100	480,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2012A	359.57.9000.570.90200	4,800.00
Fund: 359 - G.O. WATER REV REF 2012A					484,800.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2012A	361.57.9000.570.90100	370,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2012A	361.57.9000.570.90200	19,400.00
Fund: 361 - WATER REV REF 2012A					389,400.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	362.57.9000.570.90100	165,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	362.57.9000.570.90200	3,250.00
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					168,250.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	363.57.9000.570.90100	330,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	363.57.9000.570.90200	55,143.75
Fund: 363 - G.O. SEWER REFUND 2014B					385,143.75
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	364.57.9000.570.90100	495,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2014B	364.57.9000.570.90200	12,050.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					507,050.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2015A	365.57.9000.570.90100	470,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2015A	365.57.9000.570.90200	100,525.00
Fund: 365 - G.O. IMPR BONDS 2015A					570,525.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2015B	366.57.9000.570.90100	225,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2015B	366.57.9000.570.90200	70,650.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					295,650.00
WELLS FARGO BANK	1513767	01/31/2018	7516200	367.57.9000.570.90300	1,000.00
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					1,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2011A	389.57.9000.570.90100	555,000.00
WELLS FARGO BANK	Bond Payment 1/26/2018	02/01/2018	Bond Payment 2011A	389.57.9000.570.90200	11,850.00
Fund: 389 - G.O. TAX INCR REF, 2011A					566,850.00
METROPOLITAN COUNCIL	DECEMBER 2017	12/31/2017	DECEMBER 2017	404.217.2170000	17,395.00
Fund: 404 - SEWER CONNECTION FUND					17,395.00
BRKW APPRAISALS, INC.	7820	01/31/2018	1/22/18	425.72.5900.725.30700	2,800.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 425 - 2005 IMPROVEMENT FUND					2,800.00
EHLERS AND ASSOCIATES, INC.	76018	12/31/2017	1/11/18	434.42.4200.423.30150	405.00
EHLERS AND ASSOCIATES, INC.	76016	01/23/2018	1/11/18	434.42.4200.423.30150	350.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Fire Station	12/31/2017	Legal	434.42.4200.423.30420	196.00
REHDER & ASSOCIATES INC	6402	12/31/2017	12/5/17	434.42.4200.423.30700	23.78
Fund: 434 - 2014 IMPROVEMENT FUND					974.78
BARR ENGINEERING COMPANY	23191332.00-13	01/23/2018	2017 PROJECT REVIEWS	436.73.5900.736.30300	361.50
Fund: 436 - 2016 IMPROVEMENT FUND					361.50
BARR ENGINEERING COMPANY	23190328.16-22	12/31/2017	2016 PROJECT REVIEWS	437.73.5900.737.30300	403.78
BRAUN INTERTEC CORPORATION	B115218	12/31/2017	I09213	437.44.5900.737.30300	2,100.00
EVERGREEN LAND SERVICES	00-11912	02/06/2018	1/25/18	437.44.5900.737.30700	2,000.00
EVERGREEN LAND SERVICES	00-11914	02/06/2018	1/25/18	437.44.5900.737.30700	853.73
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Heritage Park	12/31/2017	Legal	437.44.5900.737.30420	2,988.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Rosemount/	12/31/2017	Legal	437.44.5900.737.30420	400.00
Fund: 437 - 2017 IMPROVEMENT FUND					8,745.51
AMERICAN ENGINEERING TESTING, INC.	98696	12/31/2017	INV001	440.74.5900.740.30300	1,460.00
EVERGREEN LAND SERVICES	00-11905	01/23/2018	1/4/18	440.74.5900.740.30300	240.00
KIMLEY-HORN & ASSOCIATES, INC.	10487915	12/31/2017	160509021.3	440.74.5900.740.30300	61,526.87
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1509D Brown	12/31/2017	Legal	440.74.5900.740.30420	1,600.70
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1609E-Ban	12/31/2017	Legal	440.74.5900.740.30420	84.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1709E-93rd	12/31/2017	Legal	440.74.5900.740.30420	1,031.50
PROSOURCE TECHNOLOGIES, INC	0018516	12/31/2017	3207-00	440.74.5900.740.30300	8,100.00
SEAN PATRICK BUTTS	7718-7722	12/31/2017	12/15/17	440.74.5900.740.30300	10,800.00
SHORT ELLIOTT HENDRICKSON, INC.	342852	12/31/2017	4340	440.74.5900.740.30300	22,591.00
SHORT ELLIOTT HENDRICKSON, INC.	344375	01/23/2018	4340	440.74.5900.740.30300	6,813.92
Fund: 440 - PAVEMENT MANAGEMENT PROJ					114,247.99
BJORKLUND COMPENSATION CONSULTING, LLC	00003847	01/23/2018	1/11/18	441.74.5900.741.30700	145.00
EAGAN, CITY OF	4TH QTR 2017	12/31/2017	4TH QTR UTILITY BILLS	441.74.5900.741.40030	4,404.53
GERTENS	19731/6 B	12/31/2017	CREDIT TAKEN 2X	441.74.5900.741.60065	218.00
Fund: 441 - STORM WATER MANAGEMENT					4,767.53
MINNESOTA/WISCONSIN PLAYGROUND	2017427	12/31/2017	10/10/17	444.74.5900.744.40047	810.00
Fund: 444 - PARK CAPITAL REPLACEMENT					810.00
BOLTON & MENK, INC.	0210920	12/31/2017	T18.112733	446.74.5900.746.30300	600.00
BOLTON & MENK, INC.	0210925	12/31/2017	T18.113208	446.74.5900.746.30300	1,320.00
BOLTON & MENK, INC.	0210933	12/31/2017	T18.114763	446.74.5900.746.30300	19,150.00
BOLTON & MENK, INC.	0210972	12/31/2017	T18.18658	446.74.5900.746.30300	8,080.00
BOLTON & MENK, INC.	0212211	12/31/2017	T18.112733	446.74.5900.746.30300	2,335.00
BOLTON & MENK, INC.	0212223	12/31/2017	T18.113208	446.74.5900.746.30300	900.00
BOLTON & MENK, INC.	0212226	12/31/2017	T18.114763	446.74.5900.746.30300	2,050.00
EVERGREEN LAND SERVICES	00-11891	12/31/2017	10/31/17	446.74.5900.746.30300	1,200.00
EVERGREEN LAND SERVICES	00-11901	12/31/2017	12/31/17	446.74.5900.746.30300	240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1503-65th	12/31/2017	Legal	446.74.5900.746.30420	3,966.88
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1513-Impr	12/31/2017	Legal	446.74.5900.746.30420	27.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1724 65th	12/31/2017	Legal	446.74.5900.746.30420	607.50
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 #1802 80th	12/31/2017	Legal	446.74.5900.746.30420	135.00
METZEN REALTY, INC.	50	01/23/2018	1/15/18	446.74.5900.746.30300	1,500.00
WSB & ASSOCIATES, INC.	1/26/18 8	12/31/2017	0-	446.74.5900.746.30300	6,497.00
WSB & ASSOCIATES, INC.	1/3/18 3	01/23/2018	R-010829-000	446.74.5900.746.30300	617.50
Fund: 446 - NW AREA					49,225.88
CITY OF WEST ST. PAUL	2017-0295	02/06/2018	1/22/18	451.75.5900.751.30700	10,168.72
JOEL CARLSON	1/15/18	01/23/2018	FEBRUARY 2018	451.75.5900.751.30700	1,000.00
MESSERLI & KRAMER, P.A.	346259	01/31/2018	22369-00002	451.75.5900.751.30700	7,500.00
WEST ST. PAUL, CITY OF	2017-0295	01/31/2018	1/22/18	451.75.5900.751.30700	2,475.16
Fund: 451 - HOST COMMUNITY FUND					21,143.88
BLACKBERRY POINTE APARTMENTS	2ND HALF 2017	12/31/2017	2ND HALF 2017 BRENTWOOD HILLS T	453.57.9000.570.90100	135,496.23
BLACKBERRY POINTE APARTMENTS	2ND HALF 2017	12/31/2017	2ND HALF 2017 BRENTWOOD HILLS T	453.57.9000.570.90200	2,082.67
Fund: 453 - SE QUADRANT TIF DIST 4-1					137,578.90
ASSURE CO RISK MANAGEMENT & REGULATORY	7777	01/23/2018	1/1/18	501.50.7100.512.30700	4,200.00
CONTINENTAL SAFETY EQUIPMENT	446902	01/23/2018	1/3/18	501.50.7100.512.60011	80.57
CONTINENTAL SAFETY EQUIPMENT	446942	02/06/2018	1/10/18	501.50.7100.512.40040	35.27
CORE & MAIN LP	I357081	02/06/2018	099872	501.50.7100.512.40043	6,844.28
DEY DISTRIBUTING	7584369	05/11/2016	11324	501.50.7100.512.60016	24.11
DEY DISTRIBUTING	864092	05/11/2016	11324	501.50.7100.512.60016	(24.11)
EAGAN, CITY OF	3RD QTR 2017	12/31/2017	3RD QTR UTILITY BILLS	501.50.7100.512.40005	14,685.90
EAGAN, CITY OF	4TH QTR 2017	12/31/2017	4TH QTR UTILITY BILLS	501.50.7100.512.40005	33,151.75
ELROY'S ELECTRIC SERVICE	5760	01/23/2018	1/10/18	501.50.7100.512.40040	54.00
GOPHER STATE ONE-CALL	8000467	01/23/2018	MN00435	501.50.7100.512.30700	50.00
MN DEPT OF LABOR & INDUSTRY	ALR0080206I	01/23/2018	0000001298	501.50.7100.512.40040	100.00
MN DEPT OF NATURAL RESOURCES	1/17/18 1980-6052	01/23/2018	1980-6052	501.50.7100.512.30700	12,381.64

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	DEC 2017 SALES AND USE TAX	01/19/2018	SALES AND USE TAX	501.207.2070200	1,391.38
MN DEPT OF REVENUE	DEC 2017 SALES AND USE TAX	01/19/2018	SALES AND USE TAX	501.207.2070300	54.36
MN POLLUTION CONTROL AGENCY	1/17/18 WASTEWATER C	01/23/2018	MATT JOHNSON	501.50.7100.512.50080	55.00
PIONEER POWER, INC.	1801009	12/31/2017	137561	501.50.7100.512.40042	26,495.50
SHORT ELLIOTT HENDRICKSON, INC.	344694	02/06/2018	4340	501.50.7100.512.30700	304.98
SPRINT	842483314-194	01/31/2018	Telephone	501.50.7100.512.50020	69.98
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100472017 M-91184	02/06/2018	2520	501.50.7100.512.40040	100.00
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100492017 M-91175	02/06/2018	190710049	501.50.7100.512.40040	25.00
SUSA	2018 MEMBERSHIP	01/31/2018	DAN HELLING	501.50.7100.512.50070	125.00
TWIN CITY FILTER SERVICE INC	0629871-IN	02/06/2018	0260359	501.50.7100.512.40040	1,003.10
VAG USA, LLC	439026901/01/15/2018	02/06/2018	432023768	501.50.7100.512.60016	1,617.57
VALLEY-RICH CO, INC	25114	12/31/2017	R170728 12/31	501.50.7100.512.40046	4,641.90
WATER CONSERVATION SERVICES INC	8100	01/23/2018	1/3/18	501.50.7100.512.40046	291.40
WATER CONSERVATION SERVICES INC	8192	01/23/2018	1/16/18	501.50.7100.512.40042	432.10
Fund: 501 - WATER UTILITY FUND					108,190.68
EAGAN, CITY OF	3RD QTR 2017	12/31/2017	3RD QTR UTILITY BILLS	502.51.7200.514.40015	19,509.69
EAGAN, CITY OF	4TH QTR 2017	12/31/2017	4TH QTR UTILITY BILLS	502.51.7200.514.40015	43,572.15
VIKING INDUSTRIAL CENTER	3127263	01/23/2018	103204	502.51.7200.514.40042	378.40
Fund: 502 - SEWER UTILITY FUND					63,460.24
CUTTER & BUCK	0094035227	02/06/2018	1/3/18	503.52.8200.523.76200	39.00
CUTTER & BUCK	0094037317	02/06/2018	0001006103	503.52.8200.523.76200	89.00
DOOR SERVICE COMPANY	1002-10008	12/31/2017	JA4426	503.52.8500.526.40040	1,080.00
HOT DEALS MINNESOTA	12062	02/07/2018	1206	503.52.8500.526.50025	200.00
ILLETCHKO SALES AND SERVICES	11/29/17 2017-880	12/31/2017	2017-880	503.52.8500.526.40040	2,300.00
IVERIFY.US	94623123	01/23/2018	64063	503.52.8600.527.40040	224.96
MADISON NATIONAL LIFE INSURANCE COMPAN	1284033	01/31/2018	GROUP # 012439	503.52.8000.521.20630	(14.32)
MADISON NATIONAL LIFE INSURANCE COMPAN	1284033	01/31/2018	GROUP # 012439	503.52.8600.527.20630	6.95
MN DEPT OF REVENUE	DEC 2017 SALES AND USE TAX	01/19/2018	SALES AND USE TAX	503.207.2070300	478.00
MN LIFE INSURANCE CO	FEBRUARY 2018	02/06/2018	POLICY #0027324	503.52.8000.521.20620	(6.26)
MN LIFE INSURANCE CO	FEBRUARY 2018	02/06/2018	POLICY #0027324	503.52.8600.527.20620	(14.52)
PRESTIGE FLAG	443829	01/23/2018	INVE03	503.52.8600.527.60050	474.90
UNIFIRST CORPORATION	090 0400836	02/07/2018	1258268	503.52.8600.527.60045	63.62
UNIFIRST CORPORATION	090 0401961	02/01/2018	1258268	503.52.8600.527.60045	63.62
UNIFIRST CORPORATION	090 0403104	02/07/2018	1258268	503.52.8600.527.60045	68.44
Fund: 503 - INVER WOOD GOLF COURSE					5,053.39
ABM EQUIPMENT & SUPPLY	0154391-IN	12/31/2017	0126850	603.00.5300.444.40041	686.91
ABM EQUIPMENT & SUPPLY	0154399-IN	12/31/2017	0126850	603.00.5300.444.40041	615.40
ABM EQUIPMENT & SUPPLY	0154552-IN	01/23/2018	0136854	603.00.5300.444.40041	343.67
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004114219	01/23/2018	14649	603.140.1450050	267.80
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004124891	02/07/2018	14649	603.140.1450050	124.54
ARROW MOWER, INC.	50721	01/23/2018	GROVINVE	603.00.5300.444.40041	120.09
CUSTOM HOSE TECH	90728	02/07/2018	1/16/18	603.00.5300.444.40041	109.64
DEY DISTRIBUTING	8722341	01/23/2018	11324	603.00.5300.444.40040	19.13
ELROY'S ELECTRIC SERVICE	5766	02/07/2018	1/15/18	603.00.5300.444.40040	110.00
FACTORY MOTOR PARTS COMPANY	1-Z13321	02/07/2018	10799	603.140.1450050	114.65
FORCE AMERICA, INC.	IN001-1204179	12/31/2017	366100	603.00.5300.444.40041	39.33
GOPHER BEARING	6235232	02/07/2018	0782358	603.00.5300.444.40041	54.68
GRAINGER	9671113018	02/07/2018	806460150	603.00.5300.444.40040	1,507.98
GRAINGER	9671113026	02/07/2018	806460150	603.00.5300.444.40040	1,507.98
H&L MESABI	99869	02/07/2018	514	603.00.5300.444.40041	276.00
HOSE / CONVEYORS INC	00071820	01/23/2018	CIT300	603.00.5300.444.40041	162.38
HOSE / CONVEYORS INC	00071833	01/23/2018	CIT300	603.00.5300.444.40041	49.00
HUEBSCH SERVICES	3972412	12/31/2017	100075	603.00.5300.444.40065	118.22
HUEBSCH SERVICES	3979895	12/31/2017	100075	603.00.5300.444.40065	118.22
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	603.00.5300.444.60012	63.47
INVER GROVE FORD	5245427	01/23/2018	1/9/18	603.00.5300.444.40041	365.69
INVER GROVE FORD	6247560/1	02/07/2018	1/11/18	603.00.5300.444.40041	428.16
INVER GROVE FORD	5245773	01/23/2018	1/16/18	603.00.5300.444.40041	128.72
INVER GROVE FORD	5245777	02/07/2018	1/16/18	603.00.5300.444.40041	97.51
INVER GROVE FORD	6247849/1	02/07/2018	1/16/18	603.00.5300.444.40041	185.70
KIMBALL MIDWEST	6094576	02/07/2018	222006	603.00.5300.444.60012	517.62
KREMER SERVICES LLC	53441	01/23/2018	1/4/18	603.00.5300.444.40041	167.94
MACQUEEN EMERGENCY GROUP	W00441	12/31/2017	INVER003	603.00.5300.444.40041	2,186.63
MANSFIELD OIL COMPANY	640538	02/07/2018	23866-02-640538	603.140.1450060	9,468.80
MANSFIELD OIL COMPANY	640541	02/07/2018	23866-01-640541	603.140.1450060	5,292.50
MANSFIELD OIL COMPANY	643570	02/07/2018	23866-02-643570	603.140.1450060	1,261.92
MANSFIELD OIL COMPANY	643591	02/07/2018	23866-01-643591	603.140.1450060	1,052.75
MANSFIELD OIL COMPANY	MBINV-2071179	02/07/2018	23866	603.00.5300.444.40040	200.00
MID CITY SERIVCES, INC.	78908	01/23/2018	1/5/18	603.00.5300.444.40065	45.75
MID CITY SERIVCES, INC.	78827	02/07/2018	1/19/18	603.00.5300.444.40065	45.75
MN DEPT OF PUBLIC SAFETY	1907100502017 M-91960	02/07/2018	1/29/18	603.00.5300.444.50070	25.00
MTI DISTRIBUTING CO	1151117-00	01/23/2018	91180	603.00.5300.444.40041	165.00
O' REILLY AUTO PARTS	1767-306469	01/23/2018	1578028	603.00.5300.444.40041	95.80
O' REILLY AUTO PARTS	1767-306477	01/23/2018	1578028	603.00.5300.444.40041	107.82
O' REILLY AUTO PARTS	1767-306478	01/23/2018	1578028	603.00.5300.444.60012	6.99
O' REILLY AUTO PARTS	1767-306744	01/23/2018	1578028	603.00.5300.444.40041	8.22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	1767-306911	01/23/2018	1578028	603.00.5300.444.40041	37.71
O' REILLY AUTO PARTS	1767-306936	01/23/2018	1578028	603.140.1450050	21.30
O' REILLY AUTO PARTS	1767-306942	01/23/2018	1578028	603.140.1450050	(3.55)
O' REILLY AUTO PARTS	1767-307562	01/23/2018	1578028	603.00.5300.444.40041	12.30
O' REILLY AUTO PARTS	1767-307740	01/23/2018	1578028	603.00.5300.444.40041	29.98
O' REILLY AUTO PARTS	1767-307899	01/23/2018	1578028	603.00.5300.444.40041	6.79
O' REILLY AUTO PARTS	1767-307918	01/23/2018	1578028	603.00.5300.444.40041	10.19
O' REILLY AUTO PARTS	1767-308763	02/07/2018	1578028	603.00.5300.444.40041	101.48
O' REILLY AUTO PARTS	1767-308789	02/07/2018	1578028	603.00.5300.444.40041	31.65
O' REILLY AUTO PARTS	1767-308923	02/07/2018	1578028	603.00.5300.444.40041	7.53
O' REILLY AUTO PARTS	1767-308930	02/07/2018	1578028	603.140.1450050	6.77
O' REILLY AUTO PARTS	1767-308934	02/07/2018	1578028	603.00.5300.444.40041	4.19
O' REILLY AUTO PARTS	1767-309048	02/07/2018	1578028	603.00.5300.444.40041	79.56
O' REILLY AUTO PARTS	1767-309067	02/07/2018	1578028	603.00.5300.444.60012	19.47
O' REILLY AUTO PARTS	1767-309094	02/07/2018	1578028	603.00.5300.444.40041	80.15
O' REILLY AUTO PARTS	1767-309106	02/07/2018	1578028	603.00.5300.444.60012	42.00
O' REILLY AUTO PARTS	1767-309700	02/07/2018	1578028	603.140.1450050	31.62
O' REILLY AUTO PARTS	1767-309709	02/07/2018	1578028	603.00.5300.444.40041	6.43
O' REILLY AUTO PARTS	1767-309738	02/07/2018	1578028	603.140.1450050	17.98
O' REILLY AUTO PARTS	1767-306508	01/23/2018	1578028	603.00.5300.444.40041	(95.80)
O' REILLY AUTO PARTS	1767-307739	01/23/2018	1578028	603.00.5300.444.40041	(29.98)
O' REILLY AUTO PARTS	1767-308790	01/23/2018	1578028	603.00.5300.444.40041	(6.79)
O' REILLY AUTO PARTS	1767-309833	02/07/2018	1578028	603.140.1450050	30.50
O' REILLY AUTO PARTS	1767-309954	02/07/2018	1578028	603.00.5300.444.60012	3.50
O' REILLY AUTO PARTS	1767-308929	02/07/2018	1578028	603.00.5300.444.40041	(7.53)
O' REILLY AUTO PARTS	1767-309107	02/07/2018	1578028	603.00.5300.444.60012	(3.50)
O' REILLY AUTO PARTS	1767-309217	02/07/2018	1578028	603.00.5300.444.40041	(80.15)
PERFECTION PLUS, INC	1128480	02/06/2018	1/10/18	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980044846	02/07/2018	4502557	603.140.1450050	1,330.20
SCHLOMKA'S VAC TRUCK SERVICE, INC.	7691	02/07/2018	1/10/18	603.00.5300.444.40040	1,917.50
SOUTH EAST TOWING	205483	02/06/2018	1/23/18	603.00.5300.444.80700	204.00
TOWMASTER TRAILERS INC	399566	02/07/2018	2946	603.00.5300.444.40041	183.41
TRUCK UTILITIES, INC.	0318456	12/31/2017	000154	603.00.5300.444.40041	1,200.00
UNIFIRST CORPORATION	090-0385144	12/31/2017	1051948	603.00.5300.444.40065	173.89
UNIFIRST CORPORATION	090-0385144	12/31/2017	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0399654	01/23/2018	1051948	603.00.5300.444.40065	159.84
UNIFIRST CORPORATION	090 0399654	01/23/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0400752	01/23/2018	1051948	603.00.5300.444.40065	170.21
UNIFIRST CORPORATION	090 0400752	01/23/2018	1051948	603.00.5300.444.60045	41.49
UNIFIRST CORPORATION	090 0401882	01/23/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0401882	01/23/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0403024	02/07/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0403024	02/07/2018	1051948	603.00.5300.444.60045	39.67
WESTERN PETROLEUM COMPANY	97544190-41801	01/23/2018	112741	603.00.5300.444.40041	127.05
WESTERN PETROLEUM COMPANY	97544485-41801	02/07/2018	112741	603.140.1450050	821.63
ZIEGLER INC	SW050289031	12/31/2017	4069900	603.00.5300.444.40041	789.38
ZIEGLER INC	SW050289032	12/31/2017	4069900	603.00.5300.444.40040	931.46
ZIEGLER INC	PC001941062	02/07/2018	4069900	603.00.5300.444.40041	12.90
Fund: 603 - CENTRAL EQUIPMENT					37,621.16
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	604.00.2200.416.60005	189.17
INNOVATIVE OFFICE SOLUTIONS	SUM-037064	12/31/2017	S28777	604.00.2200.416.60010	2,754.89
US BANCORP EQUIPMENT FINANCE, INC.	347522765	12/31/2017	923425	604.00.2200.416.40050	2,555.00
US BANCORP EQUIPMENT FINANCE, INC.	349680454	02/06/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					8,054.06
HORWITZ NS/I	w43669	02/07/2018	CTYOFIGH	605.00.7500.460.40040	1,438.74
LONE OAK COMPANIES	77145	01/31/2018	1/8/18	605.00.7500.460.50035	643.97
LONE OAK COMPANIES	1/18/18	01/23/2018	UTILITY MAILING	605.00.7500.460.50035	1,564.00
LONE OAK COMPANIES	77453	02/06/2018	1/31/18	605.00.7500.460.50035	539.75
PERFECTION PLUS, INC	1128480	02/06/2018	1/10/18	605.00.7500.460.40040	4,512.08
SEACOLE	173077	01/31/2018	INV105	605.00.7500.460.60016	1,985.50
Fund: 605 - CITY FACILITIES					10,684.04
CDW GOVERNMENT INC	LHQ8706	01/23/2018	2394832	606.00.1400.413.80610	1,500.32
CDW GOVERNMENT INC	LKD6625	01/31/2018	2394832	606.00.1400.413.80610	544.86
CDW GOVERNMENT INC	LKF1536	01/31/2018	2394832	606.00.1400.413.80610	29,040.66
CDW GOVERNMENT INC	LKF9549	01/31/2018	2394832	606.00.1400.413.80610	569.30
CDW GOVERNMENT INC	LJP3725	01/23/2018	2394832	606.00.1400.413.80610	(1,170.36)
CDW GOVERNMENT INC	LNV2013	02/06/2018	2394832	606.00.1400.413.80610	756.65
CDW GOVERNMENT INC	LLJ0597	01/31/2018	2394832	606.00.1400.413.80610	(1,056.44)
IDEAL SYSTEM SOLUTIONS, INC.	64804	01/23/2018	1/9/18	606.00.1400.413.30700	1,166.89
TDS METROCOM	1/13/18 651 457 7490	01/23/2018	651 457 7490	606.00.1400.413.50020	171.84
WORKS COMPUTING, INC.	29060	12/31/2017	INVER	606.00.1400.413.50070	348.00
Fund: 606 - TECHNOLOGY FUND					31,871.72

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARR ENGINEERING COMPANY	23190218.00-260	12/31/2017	ENVIRONMENTAL TECHNICAL ASSIS	702.229.2282601	32.50
BARR ENGINEERING COMPANY	23190218.00-260	12/31/2017	ENVIRONMENTAL TECHNICAL ASSIS	702.229.2293002	2,950.00
BARR ENGINEERING COMPANY	23190218.00-260	12/31/2017	ENVIRONMENTAL TECHNICAL ASSIS	702.229.2303801	4,944.00
BARR ENGINEERING COMPANY	23190328.17-5	12/31/2017	2017 PROJECT REVIEWS	702.229.2284802	1,381.50
BARR ENGINEERING COMPANY	23190328.17-5	12/31/2017	2017 PROJECT REVIEWS	702.229.2285102	956.00
BARR ENGINEERING COMPANY	23190328.17-5	12/31/2017	2017 PROJECT REVIEWS	702.229.2286102	184.00
BARR ENGINEERING COMPANY	23190328.17-5	12/31/2017	2017 PROJECT REVIEWS	702.229.2298801	440.01
DICK BRAUN	2/1/18	02/06/2018	8662 & 8664 COLLIN WAY	702.229.2282801	106.00
EMMONS & OLIVIER RESOURCES	00095-0056-14	12/31/2017	00095-0056	702.229.2284602	9,030.55
EMMONS & OLIVIER RESOURCES	00095-0056-14	12/31/2017	00095-0056	702.229.2288101	2,163.66
GONYEA HOMES	1/24/18	01/31/2018	99909 BAXTER TRAIL ESCROW RELE	702.229.2303602	1,997.58
HENNEPIN COUNTY DISTRICT COURT	17432275	01/19/2018	FELICIA REITER	702.229.2291000	78.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Blackstone f	12/31/2017	Legal	702.229.2296102	90.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Blackstone \	12/31/2017	Legal	702.229.2287302	83.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Blackstone \	12/31/2017	Legal	702.229.2282202	245.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Forfeiture-Ci	12/31/2017	Legal	702.229.2291000	32.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Forfeiture-Di	12/31/2017	Legal	702.229.2291000	912.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Forfeiture-Si	12/31/2017	Legal	702.229.2291000	388.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Kamish Exc	12/31/2017	Legal	702.229.2283801	418.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 McDonalds I	12/31/2017	Legal	702.229.2287002	313.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Pine Bend L	12/31/2017	Legal	702.229.2293002	599.60
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Police-Forfe	12/31/2017	Legal	702.229.2291000	160.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 River Height	12/31/2017	Legal	702.229.2305402	210.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Robert Curv	12/31/2017	Legal	702.229.2285901	2,079.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Spotts Cust	12/31/2017	Legal	702.229.2286002	227.00
LEVANDER, GILLEN & MILLER P.A.	81000E 12/17 Wakota Stor	12/31/2017	Legal	702.229.2288601	604.00
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	702.229.2284602	56.88
LILLIE SUBURBAN NEWSPAPERS	12/31/17 001363	12/31/2017	Advertising/Publishing	702.229.2288101	43.75
SAFETY SIGNS	174477	12/31/2017	IGH	702.229.2304602	400.00
SCOTT COUNTY CLERK OF COURT	70VB17162271	01/19/2018	LEON DIAMOND III	702.229.2291000	318.00
SEIVERT, WILLIAM B.	1/9/18	01/23/2018	3140 E. CUNEEN ESCROW RELEASE	702.229.2296901	1,500.00
Fund: 702 - ESCROW FUND					32,943.03
Grand Total					6,274,767.63

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with the State of Minnesota for the VMCC Parking Lot Project

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

☐	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve a Joint Powers Agreement (JPA) with the State of Minnesota for the VMCC Parking Lot Project.

SUMMARY

The City plans to reconstruct the VMCC parking lot in 2018. It is planned that the project will be awarded as an “add alternate” to the contractor who is awarded the Broderick Ave. project. The JPA outlines the terms of the agreement with the City taking the lead on the project and the State paying its fair share (City 72.5% and State 27.5%) of project costs identified as design costs and construction costs. The project budget is as follows:

	City (72.5%)	State (27.5%)
Design	\$17,449	\$6,618
Construction (includes 10% contingency)	\$381,763	\$144,807
Total	\$399,212	\$151,425

The Council is not awarding a construction contract at this time, only approving the JPA.

Note:

Preliminary review of the bids that have been received and will be considered by the Council at an upcoming meeting include low bid and the cost share is as follows:

	City (72.5%)	State (27.5%)
Design	\$17,449	\$6,618
Construction (includes 10% contingency)	\$330,489	\$125,358
Total	\$347,938	\$131,976

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through the Department of Military Affairs, Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173 ("State") and the City of Inver Grove Heights, Parks & Recreation, 8055 Barbara Avenue, Inver Grove Heights, MN 55077 ("Governmental Unit").

Recitals

1. The State, through its National Guard, has constructed an Armory in the City of Inver Grove Heights. The Governmental Unit and the State have an executed "Agreement Between the Minnesota State Armory Building Commission and the City of Inver Grove Heights to Lease Space" ("Lease Agreement") allowing the Governmental Unit to lease portions of the Armory.
2. The Governmental Unit and the State share in the use of the parking lot.
3. The Governmental Unit and the State would like to rehabilitate the parking lot.
4. Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance from another governmental unit as deemed necessary.
5. The Governmental Unit and the State agree to pay their portion of cost to rehabilitate the parking lot.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Governmental Unit must not begin work under this contract until this agreement is fully executed and the Governmental Unit has been notified by the State to begin the work.
- 1.2 **Expiration date:** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

2.1 Duties of the Governmental Unit.

- (A) Inver Grove Heights Minnesota National Guard Armory Parking Lot Rehabilitation as outlined in Exhibit A, Estimate Costs, which is attached and incorporated into this Agreement.

2.2 Duties of the State. None.

3 Consideration and Payment

- 3.1 **Consideration.** The State will pay for all services performed and, if applicable, ancillary goods or materials supplied, by the Governmental Unit under this agreement as follows:

- (A) **Compensation.** The Governmental Unit will be paid a sum not to exceed \$151,425.00 (One Hundred Fifty-One Thousand Four Hundred Twenty-Five and 00/100 Dollars), according to the Estimate Costs contained in Exhibit A, which is attached and incorporated into this agreement. This will be the total obligation of the State for all compensation to the Governmental Unit under this Agreement.
- (B) **Basis of Compensation.** The Basis of Compensation is calculated according to the Estimate Costs contained in Exhibit A, which is attached and incorporated into this agreement.
- (C) **Compensation Adjustment.** Prior to final payment under this agreement the Basis of Compensation will be adjusted through an Amendment if actual cost is greater than sum not to exceed amount above. The Governmental Unit will be responsible for 72.5% of the actual cost of the Parking Lot Rehabilitation. The State will be responsible for 27.5% of the actual cost of the Parking Lot Rehabilitation.

3.2 Payment

- (A) **Invoices.** Submit invoices to the Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173. The State will pay the Governmental Unit within 30 days of the Governmental Unit's presentation of an itemized invoice for the services performed, or ancillary goods or materials supplied, and acceptance of such services by the State's Authorized Representative, according to the Estimate Costs contained in Exhibit A, which is attached and incorporated into this agreement.
- (B) **Prompt Payment to Subcontractors.** Governmental Unit is required to pay subcontractors pursuant to Minn. Stat. § 16A.1245.
- (C) **Conditions of Payment.** All services provided by the Governmental Unit under this agreement 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 Governmental Unit will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

4 Authorized Representatives

The State's Authorized Representative is Mr. Justin Skoglund, Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345, Telephone: 320.616.6074, or his successor, and has the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Governmental Unit's Authorized Representative is Mr. Eric Carlson, Park and Recreation Director, City of Inver Grove Heights, 8055 Barbara Avenue, Inver Grove Heights, MN 55077, Telephone: 651.450.2587, or his successor. If the Governmental Unit's Authorized Representative changes at any time during this agreement, the Governmental Unit must immediately notify the State.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement 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 agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the Governmental Unit, or the Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by the Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement 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 agreement.

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

13 Other Provisions. EXHIBIT A, Estimate Costs, which is attached and incorporated into this agreement.

1. STATE ENCUMBRANCE VERIFICATION
*Individual certifies that funds have been encumbered as
required by Minnesota Statute §§ 16A.15 and 16C.05.*

Signed: Jill Schuck
Date: 29 Dec 2019

**2. GOVERNMENTAL UNIT
CITY OF INVER GROVE HEIGHTS**

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

3. DEPARTMENT OF MILITARY AFFAIRS

By: _____
Major General Jon A. Jensen
Title: The Adjutant General
Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____
Date: _____

EXHIBIT A
ESTIMATE COSTS

Joint Power Agreement for
Inver Grove Heights Minnesota National Guard Armory Parking Lot Rehabilitation
(Project No. 17138)

EXHIBIT A
ESTIMATE COSTS

CITY OF INVER GROVE HEIGHTS VETERANS MEMORIAL COMMUNITY CENTER (VMCC)

PARKING LOT REHABILITATION

ESTIMATE DESIGN COSTS				
Total Design Fee for Project	City Golf Course Share = 1/3 of Total Design Fee	Design Fee for VMCC Parking Lot = 2/3 of Total Design Fee	City's Share of VMCC Parking Lot 72.5%	State of MN, Dept. Of Military Affairs Share of VMCC Parking Lot 27.5%
\$36,100.00	\$12,033.00	\$24,067.00	\$17,449.00	\$6,618.00

ESTIMATE CONSTRUCTION COSTS FOR VMCC PARKING LOT REHABILITATION	
MOBILIZATION	\$22,000.00
REMOVE CURB AND GUTTER	\$3,000.00
REMOVE BITUMINOUS PAVEMENT	\$60,600.00
SUBGRADE PREPARATION	\$10,100.00
CLASS 5 AGGREGATE BASE (2" ASSUMED)	\$33,600.00
TYPE SP 12.5 WEARING COURSE MIX (2,C)	\$120,000.00
TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	\$138,000.00
CURB AND GUTTER REPLACEMENT (15%-20%)	\$25,000.00
STRIPING	\$3,400.00
TURF ESTABLISHMENT	\$10,000.00
ADJUST GATE VALVE	\$2,000.00
SALVAGE AND INSTALL CASTINGS	\$1,000.00
SUBTOTAL	\$428,700.00
STORM WATER IMPROVEMENTS	\$50,000.00
10% CONSTRUCTION CONTINGENCY	\$47,870.00
TOTAL ESTIMATED VMCC PARKING LOT REHABILITATION CONSTRUCTION COSTS	\$526,570.00
TOTAL ESTIMATED CONSTRUCTION COSTS FOR THE STATE OF MN, DEPT. OF MILITARY AFFAIR'S SHARE OF VMCC PARKING LOT = 27.5% OF TOTAL VMCC PARKING LOT REHABILITATION	\$144,807.00

TOTALS

State of MN, Department Of Military Affairs Total Estimate Design Costs	\$6,618.00
State of MN, Department Of Military Affairs Total Estimate Construction Costs	<u>\$144,807.00</u>
State of MN, Department Of Military Affairs Total Estimated Not to Exceed Cost	\$151,425.00

(See attached parking lot map for break-out percentage)

Inver Grove Heights

6873 SY

6,972 SY

1225 SY

2631 SY

12153 SY



Parking 29,854 Total SY

City - 21,657 SY / 72.5%

State - 8,197 SY / 27.5%



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Hiring WSB Inc. for Heritage Village Park Phase I Design and Bidding Services

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

☐	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve a contract with WSB to provide final design, bidding, and administration for the Phase I development at Heritage Village Park for improvements related to a future dog park. The recommendation includes:

- Phase I improvements include: parking lot, fencing, lighting, overhead powerline burial for a future dog park (see attached budget estimate)
- Hire WSB Inc. in an hourly not to exceed amount of \$54,850 (see attached proposal from WSB)
- No City utility work is included at this time but will be considered in future phases of development
- No Regional Trail work is included at this time but will be considered in future phases of development
- No site amenities are included at this time
- Funding of the proposed improvements is recommended as follows:

State of MN Grant SG 2010-049 - No Match Required	\$331,000
State of MN Grant SG-04273 - Match Required 1:1	\$197,755
City 1:1 Match for Dog Park Work (402 Fund)	\$197,755
	<u>\$726,510</u>

The Park and Recreation Commission is recommending approval.

SUMMARY

A dog park is an amenity that residents have asked for over the last several years with the first discussion about an off-leash dog park at a Park and Recreation Commission meeting in 2009. The Census Bureau and the American Veterinary Medical Association estimates that there are 8,000 dogs in Inver Grove Heights. The term "dog park" is generally used where the purpose and design of the park is such as to invite dogs, often in an unleashed environment. Dogs are popular and people want a safe place to socialize and exercise their dogs.

Off-leash parks offer substantial benefits as a way for dog and owner to get exercise and meet new friends. Dog parks are relatively inexpensive to maintain, have no significant history of claims and have generally been thought to be successful where they have been created. Dog parks are created for both dogs and their owners and are comparable to a family going to the park to have their children play on the playground equipment and having an opportunity for the adults visiting the park to get to know one another in a social setting.

There is an active group of residents called “Friends of the IGH Dog Park” which was formed to help the City pursue a dog park for the community. This group intends on being involved with operations, policies and procedures, and funding. The groups number one goal is to work with the City and have the City build a basic dog park. The group plans to make improvements to the park over time using fundraising and donations.

WSB Inc. has submitted a proposal to include:

Final Site Design/Construction Documents	\$25,300
MPCA File Review	\$3,200
Geotechnical/Soil Borings	\$10,150
Storm Water	\$11,100
Bidding Services	\$3,000
Survey	\$2,100
Total	\$54,850

Other issues associated with a potential dog park include:

Insurance

Staff has made contact with the League of MN Cities Insurance Trust and they indicated that our insurance premiums will not be impacted should we add a dog park.

Permit Application

Dog owners wanting to use the dog park would need to fill out an application (Attachment C) on an annual basis. During the application process City staff would check to make sure the dog is licensed and vaccinated.

Rules

Working with the “Friends Group”, the City would establish rules for use of the dog park and they would need to be adopted by the City Council. A draft set of rules are attached as Attachment D.

It is important to point out that if/when a dog park is added, the “new” amenities will create a need to add more funding for the Park Capital Replacement Fund (Fund 444) of approximately \$10,000 - \$15,000 per year.

Probable Operational Expenses

Activity	Description	Probable Cost
Mowing	26 weeks x 2 hours x \$28.00	\$1,500
Trash Removal (summer)	32 weeks x 4 hours x \$17.00	\$2,200
Trash Removal (winter)	20 weeks x 3 hours x \$39.00	\$2,400
Miscellaneous staff time	52 weeks x 2 hour per week x \$28.00	\$2,900
Miscellaneous	Fence, bench, trash can, tables, parking lot, signage, lighting etc.	\$2,000
Portable Toilet	12 months x \$54/month	\$1,000
Total		\$12,000

Probable Operational Revenue

Category	Description	Probable Revenue
Annual Passes	300 x \$20	\$6,000
Daily Passes	100 x \$5	\$500
Donations		\$1,500
Total		\$8,000

Ordinance Amendment(s)

The City's current park ordinances don't allow dogs to be off-leash. It will be necessary to amend our City ordinance to allow for dogs to be off-leash as long as they are in a City sponsored dog park.



January 12, 2018

Mr. Eric Carlson
Parks and Recreation Director
City of Inver Grove Heights
8055 Barbara Avenue East
Inver Grove Heights, MN 55076

Re: Professional Services Proposal – Heritage Village Park Phase 1 Development

Dear Mr. Carlson:

I am pleased to submit this letter proposal on behalf of WSB & Associates, Inc. (WSB) to the City of Inver Grove Heights (City) to complete professional design and engineering services for the final design and implementation of Phase 1 development at Heritage Village Park.

PROJECT UNDERSTANDING

It is our understanding that this project is to include the final design, bidding and construction administration of the Phase 1 development at Heritage Village Park, as illustrated in the master plan dated September 2017. The project will include a fenced in dog park area, the initial western piece of the parking lot, and working with the utility company to potentially bury overhead power lines.

The following scope of services is meant to provide the City with the steps necessary to complete a successful phase one implementation plan.

SCOPE OF SERVICES

- A. Final Site Design / Construction Document Development:** This task includes the design steps necessary to develop final plans and specifications suitable for bidding the project for construction, to include the following:
- a. **Programming / Design Development:** WSB shall confirm the scope of work with the City to carry forward into the final design / construction documents as approved by the City at a project start-up meeting. Preparation of design development plans will then be prepared to confirm materials, layout and construction methods, along with an estimate of probable costs for construction. A design review meeting will be held with the City to review the design development plan and estimate of probable costs prior to proceeding with final plans.
 - b. **Final Construction Documents:** Preparation of final construction documents for the improvements as approved by the City. These documents shall include plans, details and other drawings as necessary, as well as written specifications, in sufficient detail for the City to pursue competitive bids for the construction of the improvements, along with an estimate of probable costs for construction. This task shall include electrical, water service and sanitary service design related directly with the proposed improvements. Plans will also include profile and sections for the trails. Review meetings will be held with the City at the 60% and 90% complete milestone prior to 100% completion.

Task A.1 Fee: \$18,800 (site design)

Task A.2 Fee: \$4,000 (utilities)

Task A.3 Fee: \$2,500 (electrical)

- B. MPCA File Review Services:** Due to historical documentation of contaminations on site and the possibility of disturbing subsequent efforts to cap and fill over the contaminated areas, WSB will conduct a review of the MPCA What's In my Neighborhood (WIMN) database identified two database listings for the Site indicating the presence of a petroleum and/or regulated substance release. WSB will submit a records review request for these files and

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coordinate an in-person file review at the MPCA's St. Paul, MN office. The following MPCA files will be requested and reviewed as part of this scope:

- Investigation and Cleanup VP11790 – Chicago Rock Island Pacific RR, Inver Grove Heights, MN
- Leak 13163 – Railroad Yard located at NE Corner of Concord & 65, Inver Grove Heights, MN

WSB will prepare a letter report summarizing the results of the MPCA file review findings. The letter report will include pertinent contamination information related to the Site; such as former tank basin and sample location diagrams, contamination results tables, contamination extent figures, and a recommendation for further environmental review and/or investigation (if required). It should be noted that this MPCA file review is not intended to replace or provide the same level of environmental due diligence as a Phase I Environmental Site Assessment performed per ASTM E1527-13. The following is assumed for this scope of work:

- The MPCA files only associated with VP11790 and Leak 13163 will be reviewed.
- The MPCA files will be provided within 3-4 weeks from the request date.
- This file review is not intended to replace a Phase I ESA per ASTM E1527-13.
- This scope does not include Phase II ESA items (e.g. advancement of borings or test pits with analytical testing).

Task B Fee: \$3,200

- C. Geotechnical Soil Report and Limited Phase II ESA Services:** WSB will conduct standard penetration soil borings in the general project areas up to a depth of 15-feet. Environmental samples will be taken during the soil boring process and an environmental scientist will be on site during the soil borings for oversight and testing of any suspect soils (debris, staining, vapors, odor, etc.). If unsuitable soils (existing fill, organic soils, etc.) are encountered at the proposed boring termination depth(s), it will be necessary to extend the borings into more competent materials. This will allow us to better evaluate potential construction issues. An additional charge of \$30 per lineal foot will be assessed for borings extended beyond their proposed termination depths. If the added work requires an additional mobilization to the site it will be charged at \$500 per day.

Note that in Minnesota, a boring that is deeper than 15 feet is considered an environmental well and requires Well Sealing Notification and Sealing Records be submitted to the Minnesota Department of Health, along with a Notification fee. The borings are planned to depths of less than 15 feet, but if they are extended due to the presence of unsuitable soils at planned termination, then additional fees of about \$400 will be incurred for MDH forms, MDH fees, and grouting of the onsite borings. WSB will fill out the MDH notification and sealing record forms and sign on behalf of the owner unless directed otherwise.

Information gathered for this project will be used to prepare a geotechnical report. The report will summarize our findings and provide a discussion of subsurface soil and groundwater conditions encountered in our borings and how they may affect the proposed construction of foundations, subsurface walls, slabs and pavements. The report will also provide recommendations for an allowable soil bearing pressure for footing design, along with estimates of groundwater depths/elevations and settlement under our assumed or given structural loads, site grading, and a discussion of soils for use as structural fill and site fill.

Task C.1 Fee: \$5,000 (4 borings within existing city park boundaries)

Task C.2 Fee: \$5,150 (Limited Phase II ESA)

- D. Water Resources & Permitting:** WSB will develop a hydrologic model for the proposed park improvements and develop appropriate BMP's to meet permit requirements. It is anticipated that the proposed work is out of the 500-year flood plain and that a conditional use permit will not be required as part of this project. It is also assumed that no fill will be required within the 100-year flood plain. WSB will develop a drainage plan for the park improvements to size storm water structures and design appropriate BMP's as required to meet IGH, LMRWMO and NPDES permit requirements for an increase in impervious surfaces within the park. This will include designing to comply with special impaired water requirements of the NPDES permit.

This task also includes the preparation and submittal for project permits to include an NPDES permit, SWPPP plan finalization meeting the NPDES requirements, and a watershed district permit.

Task D.1 Fee: \$7,500 (storm water modeling & design)

Task D.2 Fee: \$3,600 (permits, assuming no MNDNR Water Appropriations Permit)

- E. **Bidding:** WSB will provide oversight and administration of the project bidding process to include sending out Advertisement for Bid, uploading plans and specs to Quest CDN, responding to questions that arise during the bidding process, preparation of addenda, attending bid opening, tabulation of bids, review of contractor references, and letter of recommendations for selection of contractors. Due to the grant requirements, the bidding process will also include research and contact with contractors in order to meet the DBE requirements for the project.

Task E Fee: \$3,000

- F. **Survey Services:** The following survey services will be included:

- a. Site topographical survey: WSB will complete a site topographical survey for specific areas of the project extents to include 1 foot contours, spot grades, existing pavements and development, utilities (in concert with as-built information from the City) and existing trees with a 6-inch caliper or greater, for use in the development of construction documents.

Task F Fee: \$2,100

- G. **Additional Services (if needed)**

- a. **Wetland Delineation & Permitting:**

Task 1: WSB will complete a Level 2 (onsite) wetland investigation within the designated project limits in spring/summer 2018. Wetlands and surface water features (if encountered) will be delineated and characterized. Prior to the site visit, WSB will review Dakota County Soil Survey information, MnDNR Public Waters information, DNR National Wetland Inventory information, FEMA flood zone map, contours, and historic aerial photos for the project area. The wetland delineation will be completed in conformance with the US Army Corps of Engineers (USACE) Wetlands Delineation Manual (US Army Corps of Engineers, 1987) and the Midwest Regional Supplement. The wetland boundary will be surveyed using a sub-meter accuracy GPS unit. Fluorescent pink pin flags will be used to temporarily mark the boundary of the wetlands until approval is received.

\$850

Task 2: If wetlands are identified, the information obtained as part of Task 1 will be compiled into a wetland delineation report. This report will be submitted to the City of Inver Grove Heights, the Local Government Unit (LGU), and USACE for their review and approval. The wetland delineation report will include a figure depicting the locations of all delineated wetlands, as well as characterization & classification of wetland types. WSB will explore the possibility of a no-loss determination, as wetlands on the site may be incidental (perhaps not subject to wetland replacement). If any wetlands appear to be incidental, they would be labeled as such in the report, for further review by the City and/or Technical Evaluation Panel.

\$1,700

Task 3: Wetland boundary and type concurrence will be requested from the City of Inver Grove Heights. WSB will accompany the LGU in the field for the verification review. The USACE will also provide concurrence of any identified wetland boundaries. WSB will coordinate with the City of Inver Grove Heights to determine whether an approved or preliminary Jurisdictional Determination will be requested from the USACE. A final, approved wetland boundary CAD file will be delivered to the City following LGU and USACE approval.

\$350

Task 4: MN Wetland Conservation Act and US Army Corp of Engineers Section 404 Permits (Joint Application). The approved delineated wetland boundaries will be incorporated into project design for wetland impact avoidance and minimization considerations. If impacts are required, WSB will prepare the WCA and Section 404 permits application (Joint Application). A MnDNR public waters works permit is not anticipated, as work is not anticipated to occur within a DNR public waters. WSB will incorporate the avoidance sequencing discussion and assumes wetland replacement (if necessary) will be via an approved wetland bank. Any fees incurred for wetland replacement credits will be the responsibility of the City of Inver Grove Heights.

\$2,000

- b. **Additional Services** - Services other than those listed in the Scope of Services above and requested and authorized in writing by the City. These services shall be billed on an hourly basis according to the current Hourly Rate Schedule at the time of request.

ASSUMPTIONS AND EXCLUSIONS

The scope of services includes the following assumptions and exclusions related to the project fees.

- A. A full Phase 1 ESA is not included but could be performed if needed at an additional fee and would enroll the City into the MPCA's Voluntary Remediation Program for liability assurances.
- B. It is assumed there is no "environmental covenant" in place for any of the parcels that have become part of Heritage Village Park that would restrict development on the property. The City may review the "Title for Deed" at the County to determine if there is an environmental covenant in place.
- C. If the presence of contamination is found during any excavations or construction work, this will result in extra costs for further investigation, management and disposal, as required. If contamination is found in areas designated for a storm water BMP, infiltration at the BMP will not be allowed and further redesign may be necessary, at an additional cost.
- D. If vapor risks are present, the inclusion of vapor barriers under proposed buildings and utility trench areas may be necessary to reduce vapor risks and migration.
- E. Survey, Construction Observation and Testing Services are based on assumed hours and will be adjusted based on the final design requirements. It also assumes the Contractor(s) supply necessary information related to labor compliance throughout the construction period.

FEES FOR PROFESSIONAL SERVICES

It is proposed that Tasks be billed on an hourly-not-to-exceed basis according to the following breakdowns:

Task A (Final Design):\$25,300
Task B Task (MPCA):\$ 3,200
Task C (Geotechnical):\$10,150
Task D (Water Resources): ..\$11,100
Task E (Bidding)\$ 3,000
Task F (Survey).....\$ 2,100
Total: \$54,850

Additional Services: TBD

If you are in agreement with the terms as outlined above, please sign where indicated below and return one copy to our office.

Thank you for this opportunity to propose on this project. If you should have any questions regarding this proposal, please contact me at 763-231-4848.

Sincerely,

WSB & Associates, Inc.

City of Inver Grove Heights

Candace Amberg, RLA
Senior Landscape Architect

Signature: _____

Name/Title: _____

Date: _____

Probable Investment for Phase I Dog Park at Heritage Village Park				
Fence Related Improvements				
Dog Park Post and Wire Fence	Lin Ft	4,000	\$ 12.00	\$ 48,000
Fence Maintenance Strip	Lin Ft	-	\$ 6.00	\$ -
Fence Corner Bracing	Each	15	\$ 150.00	\$ 2,250
4' Chain Link Fence	Lin Ft	1,400	\$ 50.00	\$ 70,000
Fence Gates	Each	4	\$ 800.00	\$ 3,200
Maintenance Gates	Each	3	\$ 1,200.00	\$ 3,600
Sub Total Fencing				\$ 127,050
Parking Lot Related Improvements				
Curb & Gutter	Lin Ft	525	\$ 18.00	\$ 9,450
Bituminous Parking Lot	Sq Yd	1,100	\$ 28.00	\$ 30,800
Stormwater	Lump	1	\$ 20,000.00	\$ 20,000
Stormwater BMP	Sq Ft	2,000	\$ 35.00	\$ 70,000
Erosion Control Silt Fence	Lin Ft	3,000	\$ 3.00	\$ 9,000
Electrical Service (Budget)	Lump	1	\$ 20,000.00	\$ 20,000
Lighting (Security Lights & Shelter Lights)	Each	15	\$ 5,000.00	\$ 75,000
Sub Total Parking Lot				\$ 234,250
Electrical Related Improvements				
Bury Overhead Power	Lump	-	\$ 100,000.00	\$ 100,000
Sub Total Electrical				\$ 100,000
Site Work Related Improvements				
Removals/Clearing	Lump	1	\$ 20,000.00	\$ 10,000
Earth Work	Lump	1	\$ 75,000.00	\$ 37,500
Restoration Seeding	Acre	3	\$ 6,000.00	\$ 15,000
Concrete Pavement	Sq Ft	3,500	\$ 8.00	\$ 28,000
Bituminous Trail	Sq Yd	850	\$ 28.00	\$ 23,800
5' Aggregate Trail	Lin Ft	-	\$ 10.00	\$ -
Woodchip Run Area	Sq Yd	-	\$ 3.00	\$ -
Landscaping (Budget)	Each	50	\$ 500.00	\$ 25,000
Monument Sign (Budget)	Each	1	\$ 10,000.00	\$ 10,000
Sub Total Site Work				\$ 149,300
Dog Park Improvement Totals				
Construction Total				\$ 610,600
Contingency (10%)				\$ 61,060
Design & Engineering (8%)				\$ 54,850
Total Investment Dog Park Work				\$ 726,510
Potential Funding Sources of Improvements				
State of MN Grant - No Match Required				\$ 331,000
State of MN Grant - Match Required 1:1				\$ 197,755
City 1:1 Match for Dog Park Work (402 Fund)				\$ 197,755
				\$ 726,510

Attachment A

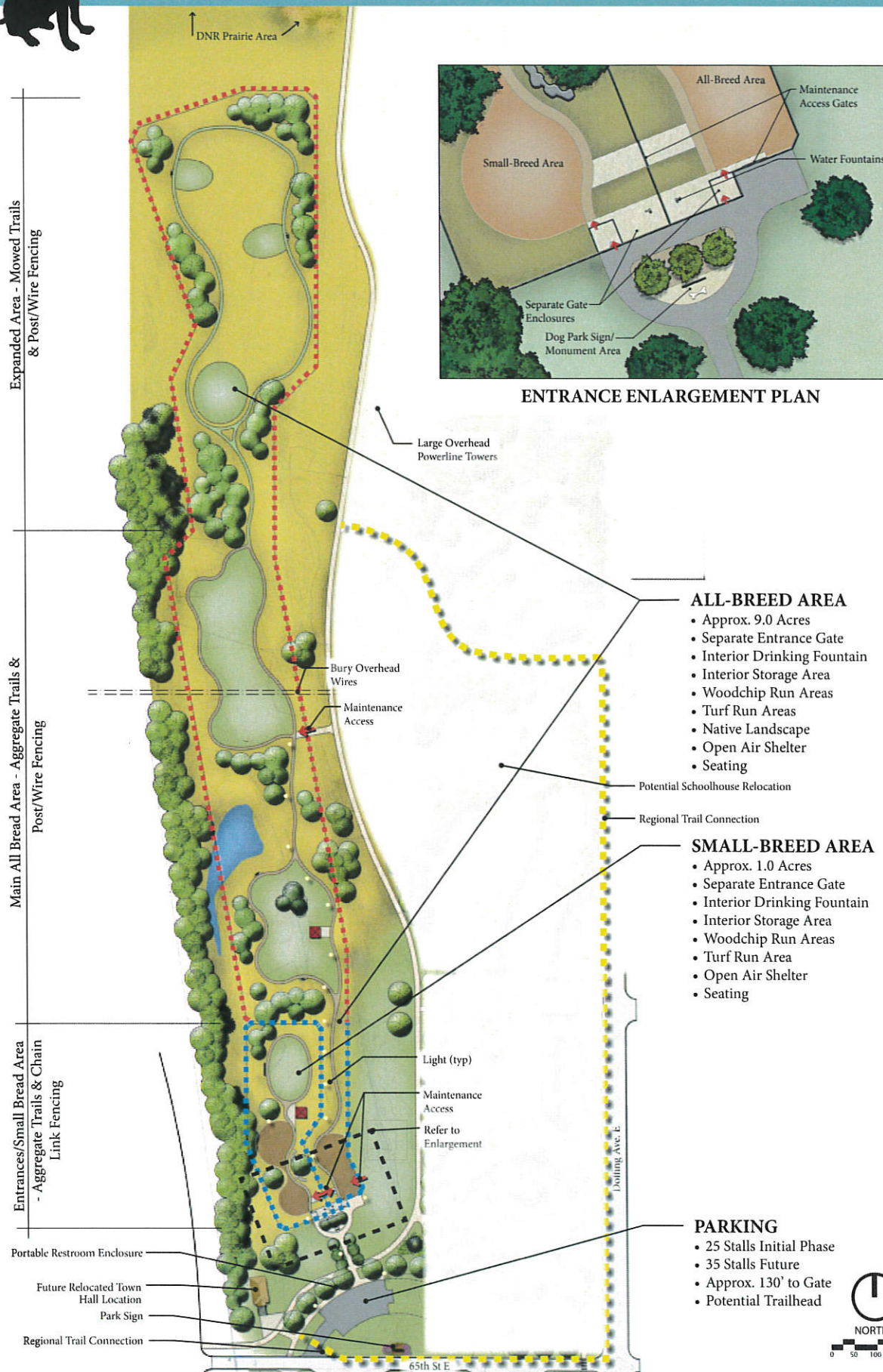
Heritage Village Park Proposed Dog Park

SIT, STAY, PARK,
GOOD BOY!



Heritage Village Park

DOG Park



Preliminary Master Plan

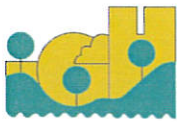
WSB Project 10132-00
September 5, 2017



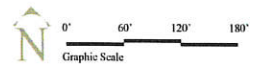
WSB

Attachment B

Heritage Village Park Master Plan



Heritage Village Park ON THE MISSISSIPPI RIVER



Infiltration Area:
Land set aside for stormwater system/ infiltration basins (approx. 3 acres) - nature trail could possibly wind through this area

Heritage Memorial Trail:
Trail loop system with a central path rotating up a mound - trails contain a variety of historical / interpretive displays including signage, artifacts, or even historical buildings

Regional Trail

Concord Ave

65th Avenue

Regional Trail

Native / Naturalized Landscape

Pier on Pond

Large Group Picnic Shelter

Natural Picnic Setting with Streambed to Pond

Parking Lot
Approx. 95-100 spaces in three lots up to building

Small Performance Area

Doffing Ave.
Upgraded with widened road width

Informal / Multipurpose Lawn

Main Park Building
Picnic shelter w/restrooms

Main Park Entrance

Parking Lot
Approx. 25-30 spaces

Picnic Space

Rain Garden / Infiltration Basin

100 yr Floodplain

Play Area
Community sized playground areas separated by age/use with splash pad and centrally located picnic shelter

Parking Lot
Approx. 10-12 spaces with links to regional trail system

Park Monument

Trail Connection to Rock Island Swing Bridge

Doffing Ave

Attachment C

Example Dog Park Permit

**City of Inver Grove Heights
Parks & Recreation Department
8150 Barbara Ave
Inver Grove Heights MN 55077**

**Off-Leash Dog Area
Permit Application
Permit Expires on December 31st**

Resident Status		Resident	I understand that as a resident of Inver Grove Heights my dog(s) must have a current City of Inver Grove Heights dog license to use the Off-Leash Dog Area.				
		Non-Resident	I am a resident of another city purchasing an Off-Leash Dog Area permit.				
Dogs registered as Dangerous or Potentially Dangerous in any jurisdiction are NOT ALLOWED. By applying for this permit I certify that this dog(s) is not registered as Dangerous or Potentially Dangerous							
Dog Owner's Information:	Name		Home Phone				
	Address		Cell Phone				
	City, State, Zip		Email				
Dog 1 Information	Dog Name		Breed		Coat Color		
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are current with their rabies vaccinations.			Yes	No
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes	No		
Dog 2 Information	Dog Name		Breed		Coat Color		
	Gender	License	Required: Residents Only By checking YES I certify my dog(s) is/are current with their rabies vaccinations.			Yes	No
	Required: Non-Residents ONLY I have attached a copy of my dog(s) current rabies vaccination			Yes	No		

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Acceptance of the terms and conditions of this release and adherence to Off-leash Dog Area rules are conditions of permit approval, retention, and renewal. Permits may be revoked for noncompliance.

I hereby acknowledge that I voluntarily have applied to participate and use with my dog(s), the Off-Leash Dog Area designated by the City of Inver Grove Heights. I understand that the acts of unleashing my dog(s) or being physically present inside the Off-Leash Dog Area necessarily involves risk of injury to me, other people, my dog(s), and other dog(s) including but not limited to, risks resulting from aggressive or dangerous dog(s) unpredictable behavior, lack of training, and lack of vaccination. I expressly assume these risks and responsibility for the actions of my dog(s) and myself. I understand that no agents or employee of the City of Inver Grove Heights will supervise the Off-Leash Dog Area at any time. I further understand and agree that the City of Inver Grove Heights is not liable for any loss, damage, or injury of any kind sustained by any human or dog while using the Off-Leash Dog Area. I therefore expressly assume all risks associated with using the Off-Leash Dog Area as well as any fixtures or equipment located therein.

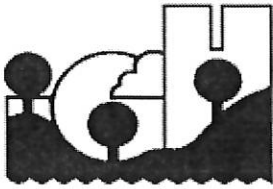
By signing this release of liability and using the Off-Leash Dog Area, I hereby fully and forever release and discharge the City of Inver Grove Heights, their employees and agents from any and all claims, demands, damages, or causes of action present or future, whether the same be known and unknown, anticipated or unanticipated, resulting from or arising out of my intended use of said Off-Leash Dog Area premises, facilities, or equipment.

Signature

Date

Attachment D

Example Dog Park Rules



City of Inver Grove Heights Off-Leash Dog Area Rules & Regulations

1. Use of the Off-Leash Dog Area is at the discretion of the handler. The Off-Leash Dog Area is not staffed. The City makes no guarantees nor assumes any liability for the physical condition of the grounds or the behavior or vaccination history of any dog. The handler/owner assumes liability for injury or damages caused by their dog.
2. A current, annual permit must be displayed by all dog owners while in the Off-Leash Dog Area; permits may not be transferred to other dogs. The City reserves the right to revoke or reject a permit or application at any time.
3. Dog owners are required to provide proof (License #) of City dog licensure.
4. Dogs must be properly vaccinated; handlers must provide proof of vaccination (vets certification or tag) with application.
5. No more than two dogs per handler are allowed in an area at one time. A handler must be at least 16 years of age.
6. Dogs that have been declared dangerous or potentially dangerous in any community or that have a known history of aggressive behavior are not allowed in the Off-Leash Dog Area. Any dog that exhibits aggressive behaviors must be removed immediately by the handler.
7. Dogs must be under visual contact and voice control of the handler at all times. A dog is considered under voice control if it will come when called. Dogs are never to be left unattended. Permission must be granted by each handler for dogs to play or interact with another dog.
8. Dogs must be leashed prior to entering and upon leaving the Off-Leash Dog Area. A dog may not be leashed within the Off-Leash Dog Area except for immediate removal. The handler must keep the leash on their person at all times.
9. The handler must clean up after their dog in all areas of the Off-Leash Dog Area including the tall grass areas and woodlands. All waste, including trash, is to be disposed of only in a designated waste container. Use a provided bag or a comparable bag for dog waste. Do not leave empty or full bags in the mesh of the fence.
10. Children under the age of 16 are not allowed in the Off-Leash Dog Area without a supervising adult.
11. Puppies under four months of age or female dogs in heat are not allowed in the Off-Leash Dog Area.
12. No food other than pocketed dog training treats is allowed in the Off-Leash Dog Area.
13. For the protection of the natural environment and the safety of other users and dogs, no smoking is allowed in the Off-Leash Dog Area. No alcohol of any type is allowed.
14. No bicycles, strollers, or wheeled or motorized vehicles, except wheel chairs or other assistive equipment used by people with disabilities are allowed. The surface may be uneven and steep.
15. All City park rules and ordinances apply to Off-Leash Dog Area users. Off-Leash Dog Area hours are from 6 a.m. to 10 p.m. or as otherwise posted.
16. In the event of injury or conflict, contact Police Dispatch by dialing 911.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Judy Thill, 450-2495
 Prepared by: Judy Thill, Fire Chief
 Reviewed by: n/a

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other

PURPOSE/ACTION REQUESTED

Consider accepting a \$310,230.07 Assistance to Firefighter's Grant for Self-Contained Breathing Apparatus (SCBA).

SUMMARY

Over the past 5 years, the Inver Grove Heights Fire Department (IGHFD) has applied for various federal grants to purchase new Self-contained Breathing Apparatus (SCBA).. Our present SCBA equipment will be at the end of their useable service life of 15 years in 2019. Unfortunately, none of those applications have been successful

In order to improve our chances for the 2017 grant application period, we joined with the Hastings and Rosemount Fire Departments to apply for a Regional Grant. Regional grants benefit more than one department and as a result, often have a higher success rate over individual department grant applications.

Our three departments were recently informed that our application was approved for 88% of the amount for which we applied. The amount we were awarded for all three departments as part the regional grant is \$798,200.70. Of that amount, the IGHFD award would be \$310,230.07. For this grant, there is a 90%/10% split for payment. As for the IGHFD portion, the federal government would pay \$282,027.33 and IGHFD would be required to provide a 10% match totaling \$28,203.

This grant will be used to purchase new state-of-the art SCBA packs and masks as well as extra bottles.

Working with the Finance Department, they will set up a special project name and number and provided a code number that will be used for all expenses under this grant program.

Budget for the payment of the 10% match will be in the form of an interfund loan from Equipment Acquisition Fund, Fund 401 to be repaid in coordination with the uniform repayment and supply and repair and maintenance items included in the 2017 budget.

Staff recommends acceptance of this grant.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Inver Grove Heights Firefighters' Relief Association Contribution Payments

Meeting Date: February 12 2018
Item Type: Consent Agenda
Contact: Kristi Smith 651-450-2521
Prepared by: Kristi Smith, Finance Director
Reviewed by: Joe Lynch, City Administrator
Judy Thill, Fire Chief

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

To approve Inver Grove Heights Firefighters' Relief Association Contribution Payments

SUMMARY

On June 26, 2017 Council approved a 6-year agreement with the Inver Grove Heights Firefighters' Relief Association. The agreement provides for the following voluntary city contributions:

2018 \$80,475
2019 \$82,775
2020 \$85,075
2021 \$87,475
2022 \$89,975
2023 \$92,475

In the event that a mandatory contribution is required the voluntary contribution will be reduced or eliminated.

On January 2, 2018 the Inver Grove Heights Firefighter's Relief Association requested the 2018 contribution of \$80,475 (attached). The contribution is included in the 2018 budget.

Provided that future requests are in accordance with the agreement and included in the budget Finance staff will automatically process the payments. Council will see the payment included in the disbursements listing.

INVER GROVE HEIGHTS FIREFIGHTERS' RELIEF ASSOCIATION

Phone (651) 455-5082

Fax (651) 451-0458

Email: ighfra@invergroveheights.org

January 2, 2018

City Administrator Joe Lynch
City of Inver Grove Heights
8150 Barbara Ave. E.
Inver Grove Heights MN 55077

Dear Mr. Lynch,

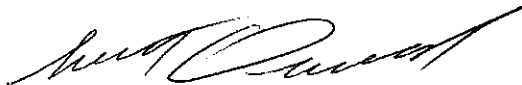
The Board of Trustees of the Inver Grove Heights Firefighters' Relief Association would like to make a request to the City of Inver Grove Heights for a contribution of \$80,475.00 for 2018. The contribution would go to the associations special fund and be used for the specific purpose of funding firefighter pensions.

Part of this request is a voluntary contribution. The city is under no obligation under state law to provide that portion of the contribution for 2018.

The relief association's mission is to provide pension benefits to its members as incentives to the fire department in recruiting and, most importantly, retention of firefighters within the community. The association, through its member retention mission, is one of the fire department's best and most reliable resources for establishing and maintaining safety, professionalism, and preparedness. Pension benefits provide to the association's membership greatly enhance retention and thereby provide a high degree of skill and efficiency in the emergency response services they provide to the community.

The Inver Grove Heights Firefighters, relief Association is appreciative of past city contributions and ongoing support. Please contact me if I can be of assistance or if you have questions.

Sincerely,



Scott Oswald
Treasurer IGHFRA

cc: Fire Chief Judy Thill
cc: Finance Director Kristi Smith

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with City of Rosemount for the West Rink Improvement Project

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Kristi Smith

☐	Fiscal/FTE Impact:
☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

The Council is asked to approve a Joint Powers Agreement (JPA) with the City of Rosemount for the West Rink Improvement Project. The project is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%.

SUMMARY

The City Council is encouraged to enter into a JPA with the City of Rosemount to help finance the improvements to the West Rink. The JPA outlines the terms and conditions of the agreement and the highlights include:

- Term of the agreement is 10-years
- City of Rosemount is responsible for 90% of actual project costs to include: engineering, construction, new ice resurfacers broken down by 69% of cost + interest with no ability to pay off the debt early without paying the full interest amount
- Ice in the East/West Rink November 1 – February 28 annually
- Rosemount must purchase 550 hours annually between:
 - Sunday and Saturday 7:00am – 10:00pm
 - Monday – Friday 5:00pm – 10:00pm
- City of Rosemount has no operational/capital investment for the maintenance and operations of the VMCC/Grove Community Center
- Both Rosemount and Inver Grove Heights have to agree with the actual project cost before a contract is awarded
- If we decided not to award a contract the City of Rosemount owes the City of Inver Grove Heights 90% of what ever our project related expenditures are at the time

The anticipated project schedule is attached.

Note:

If the Council chooses to pull the item for discussion, please also pull the item titled "Consider Approval of Contract with Stevens Engineering for West Rink Improvement Project".

JOINT POWERS AGREEMENT

JOINT POWERS AGREEMENT
BETWEEN THE CITY OF INVER GROVE HEIGHTS
AND THE CITY OF ROSEMOUNT RELATING
TO THE VETERANS MEMORIAL COMMUNITY CENTER
WEST ICE RINK IMPROVEMENT PROJECT

THIS JOINT POWERS AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND THE CITY OF ROSEMOUNT RELATING TO THE VETERANS MEMORIAL COMMUNITY CENTER WEST ICE RINK IMPROVEMENT PROJECT, ("Agreement") is made and entered into as of the 12th day of February, 2018, by and between the City of Inver Grove Heights ("IGH"), a Minnesota municipal corporation, and the City of Rosemount ("Rosemount"), a Minnesota municipal corporation (each sometimes hereinafter called "party" and both sometimes collectively called "parties").

WITNESSETH:

WHEREAS, IGH and Rosemount are desirous of entering into an agreement pursuant to the authority of the Joint Exercise of Powers Act (Minnesota Statutes, § 471.59), and pursuant to the authority granted to municipalities to operate programs of public recreation, and to equip and maintain land, buildings and other recreational facilities, and to expend funds for the operation of such programs under the authority of Minnesota Statutes, § 471.15 to § 471.19; and

WHEREAS, IGH's Veterans Memorial Community Center was constructed with an East Ice Rink and a West Ice Rink which are recreational ice facilities capable of supporting the ice recreational programs of IGH as well as partially supporting the ice recreational programs of Rosemount provided that both sheets of ice function properly; and

WHEREAS, the West Ice Rink needs a major renovation; the project is estimated to cost up to \$1,011,000 which would include a new rink floor, dasher board improvements, and an ice resurface vehicle (the "West Ice Rink Improvement Project"); and

WHEREAS, Rosemount is willing to assist IGH with the funding of the West Ice Rink Improvement Project to secure the availability of 550 hours of peak ice time each year for purchase and/or assignment to a "Rosemount Area Ice Recreational Provider" (hereinafter defined) over a ten (10) year period to support Rosemount's ice recreational programs during the peak ice times from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm; and

WHEREAS, Rosemount is willing to pay for 69% of the West Ice Rink Improvement Project costs plus interest thereon at the rate of 6.326% on the unpaid Rosemount obligation balance. In addition Rosemount shall also pay for ice time reserved under this Agreement.

WHEREAS, the joint improvement and use of the Veterans Memorial Community Center facility to support the IGH and Rosemount ice recreation programs will result in significant

financial savings for both communities.

NOW, THEREFORE, in consideration of above recitals, and the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE 1 **THE AGREEMENT**

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of IGH and Rosemount with respect to the funding of the West Ice Rink Improvement Project Costs as well as the availability of peak ice time upon the West and/or East Ice Rinks at the Veterans Memorial Community Center facility over a ten (10) year period.

Section 1.02. Cooperation. IGH and Rosemount shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

Section 1.04. Term. The term of this Agreement shall commence on the date first written above and shall terminate upon both of the following events occurring: a) Rosemount's completion of the ten (10) years of payments pursuant to the Payment Schedule attached hereto as Exhibit B for the sixty-nine (69%) funding of the West Ice Rink Improvement Project Costs plus interest thereon at the rate of 6.326% on the unpaid Rosemount obligation balance; and, b) upon the expiration of the ten (10) years of availability of 550 hours of peak ice time for purchase and/or assignment to a Rosemount Area Ice Recreational Provider during the peak ice times from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE 2 **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order to the Contractor signed by the IGH Representative on behalf of the parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the

construction schedule, issued after execution of the contract for the construction of the West Ice Rink Improvement Project.

- (c) **Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the West Ice Rink Improvement Project.
- (d) **Contractor:** the person or entity which is awarded the contract for the construction of the West Ice Rink Improvement Project.
- (e) **IGH:** the City of Inver Grove Heights, a Minnesota municipal corporation.
- (f) **IGH Administrative Costs for the West Ice Rink Improvement Project:** all consultant costs incurred by IGH for and associated with the design, contract drafting, bidding, and contract award, of the West Ice Rink Improvement Project.
- (g) **IGH Representative:** the IGH City Administrator, or his designee.
- (h) **Rosemount:** the City of Rosemount, a Minnesota municipal corporation.
- (i) **Rosemount Area Ice Recreational Provider(s):** a Rosemount area hockey association, a Rosemount area figure skating association, a Rosemount area school district, and/or a Rosemount citizen.
- (j) **Rosemount Representative:** the Rosemount City Administrator, or his designee.
- (k) **West Ice Rink Improvement Project:** an ice rink and equipment improvement project currently estimated to cost up to \$1,011,000 which includes: a new rink floor, new dasher boards, an ice resurface vehicle, and consultant costs.
- (l) **West Ice Rink Improvement Project Construction Costs:** the amount of the West Ice Rink Improvement Project construction contract award to the low bidding Contractor as may be increased or decreased by Change Orders approved during the construction of the West Ice Rink Improvement Project.
- (m) **West Ice Rink Improvement Project Costs:** the total/combined amount of the West Ice Rink Improvement Project Construction Costs, the IGH Administrative Costs for the West Ice Rink Improvement Project, the cost of an ice resurface vehicle, and also including consultant engineering fees, commissioning testing and other construction testing costs, and inspections conducted by the consultant engineers.
- (n) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an

Uncontrollable Circumstance, that materially and adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:

- (i) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
- (ii) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
- (iii) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the West Ice Rink Improvement Project.
- (iv) Orders and/or judgments of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
- (v) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the parties or either of them have no employment relationship and for whom, despite using best efforts, the parties or either of them cannot obtain substitute performance.

ARTICLE 3 **CONSTRUCTION**

Section 3.01. Contract Bid. IGH shall prepare Contract Documents for the construction of the West Ice Rink Improvement Project. The Contract Documents shall be approved in writing by the IGH Representative prior to the solicitation of bids pursuant to the requirements of the Uniform Municipal Contracting Law (Minnesota Statutes, § 471.345).

Section 3.02. Contract Award. IGH shall bid the construction of the West Ice Rink Improvement Project pursuant to the requirements of the Uniform Municipal Contracting Law (Minnesota Statutes, § 471.345). Thereafter, the bids for the construction of the West Ice Rink Improvement Project shall be jointly reviewed, rejected, re-bid or approved (in writing) by both the IGH Representative and by the Rosemount Representative prior to the award of the West Ice Rink

Improvement Project construction contract to the Contractor. Except for intervening Uncontrollable Circumstances, it is the intent of the parties to award the West Ice Rink Improvement Project construction contract to the lowest responsible Contractor during the first six (6) months of 2018.

Section 3.03. Construction Administration. IGH shall perform appropriate construction administration services, including, without limitation, representation of the parties hereto with regard to activities of the Contractor at the construction site, periodic observations of the work at the construction site, initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Contract Documents, process Change Orders, and process Contractor pay requests. IGH shall not be responsible for the acts or omissions of the Contractor nor shall IGH be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

Section 3.04. Change Orders. The IGH Representative shall review, process, and approve or deny Change Orders less than \$10,000 each; and, up to \$50,000 of multiple Change Orders during the construction of the West Ice Rink Improvement Project. If a single Change Order is more than \$10,000, or if the amount of approved Changed Orders is going to cumulatively exceed \$50,000 during the construction of the West Ice Rink Improvement Project, then any subsequent Change Orders shall be jointly reviewed, processed, and approved or denied in writing by both the IGH Representative and by the Rosemount Representative.

Section 3.05. Ice Resurface Vehicle. IGH shall prepare and bid the contract for the purchase of the ice resurface vehicle pursuant to the requirements of the Uniform Municipal Contracting Law (Minnesota Statutes, § 471.345). Thereafter, the bids for the ice resurface vehicle shall be reviewed, rejected, re-bid or approved (in writing) by the IGH Representative prior to the award of the contract for the purchase of the ice resurface vehicle. The ice resurface vehicle shall be owned, operated and maintained by IGH.

Section 3.06. Termination for failure to award the West Ice Rink Improvement Project Construction Contract. Notwithstanding anything to the contrary contained in this Agreement, if the parties do not agree to award a construction contract for the West Ice Rink Improvement Project pursuant to Section 3.02 above, then this Agreement shall terminate and the parties agree that IGH shall pay 10% of the West Ice Rink Improvement Project Costs expended (including IGH funds expended or contracted to be expended for the purchase of the ice resurface vehicle pursuant to Section 3.05 above) and Rosemount shall pay 90% of the West Ice Rink Improvement Project Costs expended (including IGH funds expended or contracted to be expended for the purchase of the ice resurface vehicle pursuant to Section 3.05 above). Rosemount agrees to pay IGH 90% of the West Ice Rink Improvement Project Costs expended (including IGH funds expended or contracted to be expended for the purchase of the ice resurface vehicle pursuant to Section 3.05 above) within thirty (30) days of Rosemount receipt of an invoice from IGH detailing the West Ice Rink Improvement Project Costs expended (including IGH funds expended or contracted to be expended for the purchase of the ice resurface vehicle pursuant to Section 3.05 above) prior to termination of this Agreement for a failure to award a construction contract for the West Ice Rink Improvement Project pursuant to Section 3.02 above.

ARTICLE 4
WEST ICE RINK IMPROVEMENT PROJECT CONSTRUCTION COSTS

Section 4.01. Allocation. IGH and Rosemount shall pay the following:

- (a) IGH shall pay 31% of the West Ice Rink Improvement Project Costs.
- (b) Rosemount shall pay 69% of the West Ice Rink Improvement Project Costs, plus interest at the annual rate of 6.326% on the unpaid balance of the Rosemount obligation in the manner set forth in Section 4.03 of this Agreement and in the manner set forth on Exhibit B attached hereto.

IGH shall also pay for construction administration, supervision, oversight and inspection provided by IGH employees.

Section 4.02. Payments to Contractor. IGH shall make progress payments to the Contractor and IGH shall make the final payment to the Contractor in accordance with the Contract Documents. Rosemount shall have reasonable access to all IGH records, data and other information concerning the West Ice Rink Improvement Project Costs, including Contractor pay requests/billings.

Section 4.03. Payments by Rosemount to IGH. IGH shall fund and make initial payment of the West Ice Rink Improvement Project Costs. At any time following substantial completion of the construction of the West Ice Rink Improvement Project, or any time before or after final payment to the Contractor in accordance with the Contract Documents, IGH shall create and deliver to the Rosemount Representative a "Certificate of Final West Ice Rink Improvement Project Costs." Rosemount shall make its first payment to IGH pursuant to the payment schedule attached as Exhibit B within thirty (30) days of Rosemount's receipt of the Certificate of Final West Ice Rink Improvement Project Costs. On October 1st of each year thereafter, Rosemount shall make nine (9) more payments to IGH pursuant to the payment schedule such that Rosemount has paid sixty-nine (69%) of the amount of the Certificate of Final West Ice Rink Improvement Project Costs plus interest of 6.326% on the unpaid balance of the Rosemount obligation over a ten (10) year period.

ARTICLE 5
VETERANS MEMORIAL COMMUNITY CENTER ICE RINK FACILITY USE

Section 5.01. Facility Administration. IGH shall be responsible for the operation, administration, and maintenance of the Veterans Memorial Community Center facility (including the West Ice Rink) during and following the construction of the West Ice Rink Improvement Project for at least ten (10) years. In addition, IGH shall be responsible for prosecuting any West Ice Rink Improvement Project warranty claims against the Contractor in accordance with the Contract Documents as agent for Rosemount and on its own behalf.

Section 5.02. Ice Time Rates. IGH customarily establishes annual uniform ice time rates

in December of the preceding year that are reflected in IGH's Fee Schedule and which shall be applicable to Rosemount as well as to any Rosemount Area Ice Recreational Provider/assignee of the peak ice time availability provided to Rosemount pursuant to this Agreement. IGH will set rates pursuant to the methodology set forth on Exhibit A attached to this Agreement. Rosemount, as well as Rosemount Area Ice Recreational Provider/assignee of the peak ice time availability provided to Rosemount pursuant to this Agreement, shall promptly pay IGH the ice time invoices billed by IGH; and, in all events, ice time invoices shall be paid within forty (40) days following receipt of ice time invoices. IGH and Rosemount acknowledge and agree that all ice rate revenue shall be paid to IGH and used by IGH for the operation and maintenance of the Veterans Memorial Community Center facility.

Section 5.03. Peak Ice Time Availability. The parties agree as follows with respect to peak ice time availability:

- (a) **550 Hours of Peak Ice Time Availability for 10 Years:** For a period of ten (10) years beginning on November 1st following the substantial completion of the construction of the West Ice Rink Improvement Project, IGH agrees to make 550 hours of peak ice time available each year for reservation to support Rosemount area ice recreational programs during the peak ice times from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm, and at either the East Ice Rink or the West Ice Rink or a combination thereof. Except for intervening Uncontrollable Circumstances that would delay the availability of the November 1, 2018 through February 28, 2019 season of peak ice times on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm., it is the intent of the parties that the period of ten (10) years of peak ice time availability shall occur as follows:

Year 1: November 1, 2018 through February 28, 2019
Year 2: November 1, 2019 through February 28, 2020
Year 3: November 1, 2020 through February 28, 2021
Year 4: November 1, 2021 through February 28, 2022
Year 5: November 1, 2022 through February 28, 2023
Year 6: November 1, 2023 through February 28, 2024
Year 7: November 1, 2024 through February 28, 2025
Year 8: November 1, 2025 through February 28, 2026
Year 9: November 1, 2026 through February 28, 2027
Year 10: November 1, 2027 through February 28, 2028

- (b) **IGH to Provide Schedule of the 550 Hours of Peak Ice Time Availability to Rosemount by September 15th of Each Year:** On or before September 15th of each year, IGH shall provide Rosemount with a schedule of at least 550 hours of peak ice time available for reservation from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm, and at either the East Ice Rink or the West Ice Rink or a

combination thereof. Rosemount acknowledges and agrees that IGH does not guarantee the availability of any amount of peak ice time available for reservation on either the East Ice Rink or West Ice Rink at the Veterans Memorial Community Center, and Rosemount acknowledges and agrees that IGH does not guarantee the availability of any amount of peak ice time available for reservation during any certain month, day of the week, and/or time of day during the peak ice times from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm. IGH agrees to use its best efforts to accommodate the scheduling desires each year of Rosemount and/or its assignees (i.e. Rosemount Area Ice Recreational Providers). Rosemount shall assign its hours to users other than a Rosemount Area Ice Recreational Provider.

- (c) **Rosemount to Provide Schedule of the 550 Hours of Peak Ice Time Reservations to IGH by September 30th of Each Year:** On or before September 30th of each year, Rosemount shall review and use the schedule of peak ice time availability provided by IGH, work with IGH city staff, and shall provide IGH with Rosemount's schedule of 550 hours of peak ice time reservations from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm. Rosemount must reserve 550 hours annually. Once the hours are reserved, the obligation to pay for ice time arises and Rosemount, or the Rosemount Area Ice Recreational Provider, must pay for reserved ice time, whether used or not, pursuant to Section 5.02. Rosemount shall not be responsible for the obligations for ice time reserved by a Rosemount Area Ice Recreational Provider.
- (d) **Assignment of Peak Ice Time Availability:** IGH agrees that Rosemount may assign (in writing) some or all of the 550 hours of peak ice time availability for reservation (from November 1st through February 28th, on Monday through Friday from 5:00 pm to 10:00 pm, and on Saturdays and Sundays from 7:00 am to 10:00 pm provided by this Agreement) to Rosemount Area Ice Recreational Providers. Rosemount agrees that any written assignment of the peak ice time availability provided by this Agreement to a Rosemount Area Ice Recreational Provider/assignee shall require the Rosemount Area Ice Recreational Provider/assignee to provide IGH with a peak ice time use schedule and shall require the Rosemount Area Ice Recreational Provider/assignee to make reservations of peak ice time on or before September 30th of each year. In addition, Rosemount's written assignment of the peak ice time availability provided by this Agreement to a Rosemount Area Ice Recreational Provider/assignee shall also require the Rosemount Area Ice Recreational Provider/assignee to make timely payments to IGH for ice time billing invoices processed through Rosemount and/or directly billed by IGH to the Rosemount Area Ice Recreational Provider/assignee; and Rosemount's written assignment of the peak ice time availability provided by this Agreement to a Rosemount Area Ice Recreational Provider/assignee shall require the Rosemount Area Ice Recreational Provider/assignee to comply with any Veterans

Memorial Community Center use regulations. Rosemount agrees to provide IGH with copies of any such written assignments of the peak ice time availability provided by this Agreement to Rosemount Area Ice Recreational Providers/assignees.

ARTICLE 6 **WARRANTIES**

Section 6.01. Rosemount Warranties. Rosemount hereby warrants and represents the following:

- (a) **Authority:** Rosemount has the unconditional right, power, legal capacity and authority to enter into this Agreement and perform the obligations of this Agreement.
- (b) **No Default:** Rosemount 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 Agreement. Rosemount 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 Agreement by Rosemount or prohibit any of the transactions provided for in this Agreement.

Section 6.02. IGH Warranties. IGH hereby warrants and represents the following:

- (a) **Authority:** IGH has the unconditional right, power, legal capacity and authority to enter into this Agreement and perform the obligations of this Agreement.
- (b) **No Default:** IGH 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 Agreement. IGH 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 Agreement by IGH or prohibit any of the transactions provided for in this Agreement.

ARTICLE 7 **REMEDIES**

Section 7.01. Remedies Upon Default. If a party fails to perform one or more of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice at the address set forth in this Agreement of the defaulting party's failure to perform such obligations, and if the defaulting party fails to commence to perform the obligation within five (5) business days and diligently pursue, to completion, the performance of the obligation as quickly as reasonably possible, the defaulting party is in default under this Agreement (hereinafter a "Default"). Upon the occurrence of a Default, the non-defaulting party may avail itself of the following remedies after written notice and a reasonable opportunity to cure:

- (a) The non-defaulting party may commence a civil action against the defaulting party for the specific enforcement of this Agreement;
- (b) The non-defaulting party may initiate a civil action against the defaulting party seeking damages, equitable relief or such other relief as the Court may deem appropriate;

The defaulting party must pay the non-defaulting party for any and all reasonable costs, including reasonable attorneys' fees and court costs, the non-defaulting party incurs in connection with the non-defaulting party's exercise of its rights under this Section.

Section 7.02. No Remedy Exclusive. No remedy herein conferred upon or reserved to the non-defaulting party shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the non-defaulting party to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 8 **GENERAL PROVISIONS**

Section 8.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to IGH and Rosemount, certified mail, return-receipt requested, as the following address:

IGH: IGH City Administrator
City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Rosemount: Rosemount City Administrator
City Hall
2875 - 145th Street
Rosemount, MN 55068

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 8.01.

Section 8.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 8.03. Survival of Representations and Warranties. The representations, warranties, covenants, and agreements of the parties under Section 3.06, Section 6.01, and Section 6.02, and the remedies under Section 7.01 and Section 7.02 of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the termination of this Agreement.

Section 8.04. Non-Assignability. Except for Rosemount's ability to assign peak ice time availability pursuant to Article 5 of this Agreement, neither party shall assign an interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. In all events, Rosemount may not assign its obligations under Sections 4.01, 4.03 and Exhibit B.

Section 8.05. Alteration. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 8.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 8.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 8.08. Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 8.09. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 8.10. Final Payment. Before final payment is made by IGH to the Contractor, IGH shall obtain from the Contractor a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 8.11. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 8.12. Further Actions. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and

intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 8.13. Parties in Interest. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

Section 8.14. Estimates. The parties acknowledge and agree that all of the West Ice Rink Improvement Project cost figures contained in this Agreement are estimates that will modified and better defined upon final design and bidding of the West Ice Rink Improvement Project Costs.

Section 8.15. Advertising, Concessions and Storage. The parties acknowledge and agree that this Agreement does not allow or authorize Rosemount or a Rosemount Area Ice Recreational Provider to sell advertising or concessions within IGH's Veterans Memorial Community Center facility. The parties agree further that this Agreement does not provide Rosemount or a Rosemount Area Ice Recreational Provider with any storage areas or storage rooms at the Veterans Memorial Community Center facility other than the temporary use of changing rooms by ice skaters during reserved ice times.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

Attest:

By: _____
George Tourville
Mayor

By: _____
Michelle Tesser
City Clerk

Dated: _____

Dated: _____

CITY OF ROSEMOUNT

Attest:

By: _____
Bill Droste
Mayor

By: _____
Clarissa Hadler
City Clerk

Dated: _____

Dated: _____

Exhibit A
Rate Methodology

1. IGH shall establish a list of communities with facilities similar to the VMCC and survey the peak ice rate fee schedules used by these various communities.
2. The survey data shall then be compiled in a chart showing all the different ranges of cost.
3. If there are any variables in the data which need to be reconciled, then IGH shall do so in good faith.
4. The peak ice rates will then be arithmetically averaged and rounded to the nearest whole dollar upward and will then be referred to as “market rate”.
5. IGH will set the peak ice rates at its discretion between the market rate and no greater than 5% above the market rate on an annual basis.

Exhibit B
Payment Schedule

1. In the manner set forth below, Rosemount shall pay IGH 69% of the West Rink Improvement Project Costs plus interest of 6.326% on the unpaid Rosemount obligation over a period of 10 years by making ten (10) payments.
2. At any time following substantial completion of the construction of the West Ice Rink Improvement Project, or any time before or after final payment to the Contractor in accordance with the Contract Documents, IGH shall create and deliver to the Rosemount Representative a "Certificate of Final West Ice Rink Improvement Project Costs."
3. Rosemount is responsible for 69% of the West Rink Improvement Project Costs.
4. Interest on the unpaid balance of the 69% of the West Rink Improvement Project Costs shall begin to accrue from the delivery by IGH of the Certificate of Final West Ice Rink Improvement Project Costs.
5. The interest rate shall be a fixed rate of 6.326% per annum calculated on the basis of the actual number of days elapsed and a 360 day year.
6. Rosemount shall make its first payment to IGH within thirty (30) days of Rosemount's receipt of the Certificate of Final West Ice Rink Improvement Project Costs.
7. The first payment shall be for \$91,000 and shall include principal and interest.
8. All payments shall be applied first to accrued interest and second to principal reduction of the Rosemount obligation.
9. On October 1, 2019 and on October 1 of each year thereafter until October 1, 2027, Rosemount shall make a payment to IGH of \$91,000. Such payment shall include principal and interest.
10. On October 1, 2027 (the Maturity Date), the remaining entire unpaid principal balance of the Rosemount obligation shall be due and payable together with any accrued and unpaid interest; on the Maturity Date Rosemount shall pay off all amounts of principal and interest that remain unpaid relating to the Rosemount obligation.
11. In no event shall Rosemount make any prepayment to IGH unless IGH, in writing, agrees to a prepayment.

ANTICIPATED PROJECT SCHEDULE

West Rink Project Timeline

February 6 th	Rosemount Council Approves West Rink JPA	
February 12 th	Inver Grove Council Meeting Council Approves West Rink JPA Council Approve Agreement with Stevens Engineering Engineering and Design Begins	8 weeks
February 19 th		
February 26 th		
March 5 th		
March 12 th		
March 19 th		
March 20 th	Rosemount Council Approves Purchase of Ice Resurfacer	
March 26 th	Inver Grove Council Approves Purchase of Ice Resurfacer	30 weeks
April 2 nd		
April 9 th	Advertise bids for rink project	3 weeks
April 16 th		
April 23 rd		
April 30 th	Open Bids	
May 7 th		
May 14 th		
May 15 th	Rosemount Council Approves Project	
May 21 st		
May 28 th	Inver Grove Council Approves Project	
June 4 th		
June 11 th		
June 18 th		
June 25 th	Remove dasher boards demo	3 weeks
July 2 nd		
July 9 th		
July 16 th	Install new rink	5 weeks
July 23 rd		
July 30 th		
August 6 th		
August 13 th		
August 20 th	Concrete cure time	4 weeks
August 27 th		
September 3 rd		
September 10 th		
September 17 th	Install expansion joint	1 week
September 24 th	Install dasher boards	2 weeks
October 1 st		
October 8 th	System Start Up	1 week
October 15 th	Make Ice	2 weeks
October 22 nd		
October 29 th	November 1st	West Rink Opens

Updated 1.26.18

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Contract with Stevens Engineering for West Rink Improvement Project

Meeting Date: February 12, 2018
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Kristi Smith

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☒ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

The Council is asked to approve hiring Stevens Engineering in an amount not to exceed \$39,300 to assist the City in developing plans and specifications, bidding, and construction for the replacement of the West Rink floor. The project is funded internally with an interest free loan from the Central Equipment Fund and paid back over a 10-year period from the Host Community Fund paying 10% and the City of Rosemount paying 90%.

SUMMARY

The Veterans Memorial Community Center opened in 1996 and has provided local hockey and skating enthusiasts a significant improvement over the former IGH Bubble. In October 2016, we experienced a leak of the in-floor piping system on the East Rink that caused us to remove the ice and repair the leak. In 2017 we replaced the East Rink Floor, Dasher Board system and made some ADA modification investing \$737,800. The West Rink floor was constructed at the same time as the East Rink using the same materials and it is recommended the West Rink floor be replaced in 2018.

The City of Rosemount, through a Joint Powers Agreement (JPA), has agreed to reimburse the City of Inver Grove Heights 90% of actual project costs, including engineering, in exchange for 550 hours of ice time annually over a 10-year period.

Staff recommends hiring Stevens Engineering, the same firm that helped the City with the 2017 East Rink project. Stevens proposes to provide design services, construction documents, bidding services, and construction observation services hourly not to exceed \$39,300.

The project investment (engineering, construction, ice resurfacer) is anticipated to be approximately \$1,011,000.

Note:

This item should only be approved if the Council approves the JPA with the City of Rosemount for the West Rink Improvement Project. Per the JPA, the City of Rosemount will reimburse the City of Inver Grove Heights 90% of the actual project costs interest free over a 10-year period in exchange for 550 hours of ice time.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Purchase of Golf Course Capital Equipment

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson 651.450.2587
 Prepared by: Joel Metz
 Reviewed by: Kristi Smith
 Eric Carlson

Fiscal/FTE Impact:

☐ None
☒ Amount included in current budget
☐ Budget amendment requested
☐ FTE included in current complement
☐ New FTE requested – N/A
☐ Other

PURPOSE/ACTION REQUESTED

Consider approval of equipment purchase and financing for golf course maintenance equipment.

SUMMARY

A three year replacement program for Inver Wood maintenance equipment was established in the early 2000's. In 2015 three pieces were purchased, financed and paid back in 2017. In 2018 we have budgeted \$150,000 to replace 3 pieces of equipment.

We are proposing the following:

Equipment	Brand	Budget	State Contract/IPA Pricing
GM 4000-D (rough)	Toro	\$65,000	\$62,488.06
Reelmaster 3575-D (fairway)	Toro	\$55,000	\$50,292.00
<i>Sub Total</i>		<i>\$120,000</i>	<i>\$112,780.06</i>
Trade			(\$7,000)
Sales Tax			\$7,536.83
Total Purchase Price			\$113,316.89

This equipment purchase will be financed internally with a loan from the Central Equipment Fund to be repaid over 3-years from golf course revenues as follows:

Year	Amount Paid
2018	\$37,772.30
2019	\$37,772.30
2020	\$37,772.29
Total	\$113,316.89

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEF
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Inver Grove Heights Mayor and City Council
FROM: Timothy J. Kuntz, City Attorney
DATE: February 6, 2018
RE: Authorization to Advertise and Solicit Bids for the Sale of Real Property
Owned by the City of Inver Grove Heights at 5039 Brent Avenue;
February 12, 2018 Council Meeting

Section 1. Background. The City of Inver Grove Heights owns vacant land in the City of Inver Grove Heights described as follows ("Real Property"):

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50 th Street East on the west side of Brent Avenue

The City received the Real Property by way of a Warranty Deed from Khai Tran and Lequyen Tran dated April 11, 2017 recorded as Dakota County Document No. 3186354. Due to the hazardous condition of the existing dwelling on the Real Property, the dwelling was demolished by the City, followed by an environmental assessment. The Real Property was excavated and restored based on the City's building inspection and engineering site plan guidelines for demolitions.

The City has determined that the Real Property is no longer needed for public purpose and that it would be beneficial to the City to sell the Real Property. Under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs.

The City desires to advertise the Real Property for sale and solicit bids from the public and to accomplish that, has prepared the attached Notice of Request for Purchase Offers for Vacant Land together with the attached Instructions to Bidders and Purchase Agreement Form.

Section 2. Schedule for Advertising and Soliciting Bids. The proposed schedule for the advertising, solicitation and awarding of bid is proposed as follows:

- January 8, 2018: Council authorizes solicitation and bids for sale of Real Property at its regular City Council meeting
- January 24, 2018: Notice of Request for Purchase Offers for Vacant Land sent to City's Official newspaper (*South-West Review*) for publication on January 28, 2018 and February 4, 2018
- January 28, 2018: Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
- February 4, 2018: Notice of Request for Purchase Offers for Vacant Land published in the *South-West Review*
- February 12, 2018: Council approves Notice of Request for Purchase Offers and form Purchase Agreement at its regular City Council meeting
- February 28, 2018: Last day for City to receive offers; Offers opened at 4:30 p.m.
- March 12, 2018: City Council considers offers at its regular Council meeting
- March 26, 2018: City Council awards best offer and approves Purchase Agreement at its regular Council meeting
- April 26, 2018: Closing on the sale of the property to the selected bidder

Section 3. Advertising and Soliciting Documents. The following attached documents have been prepared in connection with advertising and soliciting bids for the sale of the Real Property:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

In the Instructions to Bidders, individuals wishing to make an offer are instructed to fill in the amount they are offering as the purchase price.

The salient terms of the Purchase Agreement Form are as follows:

- City conveys property by way of Warranty Deed to Buyer
- Buyer owes City 10% of the purchase price as earnest money payable upon City accepting offer to purchase Real Property
- Remaining balance of purchase price due at closing by wire transfer, cash or certified check (whichever method is required by the title company)
- Buyer is purchasing property "As Is" with no representations or warranties by City as to

condition of Real Property

- City will pay for title commitment and Buyer will pay for title insurance premium
- City will pay the state deed tax
- The property is subject to a use restriction that use of the property is only for the construction, use and occupancy of a single family residential dwelling and associated accessory uses and accessory structures allowed by the City's zoning code.

Section 4. Council Action. At the February 12, 2018, Council meeting, the Council will be asked to consider the following:

Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Owned by the City of Inver Grove Heights Located at 5039 Brent Avenue and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement.

The Council will also be asked to approve the following attached forms:

1. Notice of Request for Purchase Offers for Vacant Land;
2. Instructions to Bidders; and
3. Purchase Agreement Form.

Attachments:

- Resolution Authorizing the Advertisement and Solicitation of Bids for Sale of Real Property Located at 5039 Brent Avenue Owned by the City of Inver Grove Heights and Approving a Notice of Request for Purchase Offers for Vacant Land together with a Form Purchase Agreement
- Notice of Request for Purchase Offers for Vacant Land
- Instructions to Bidders
- Purchase Agreement Form

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

**A RESOLUTION AUTHORIZING THE ADVERTISEMENT AND SOLICITATION OF
BIDS FOR SALE OF REAL PROPERTY OWNED BY THE CITY OF INVER GROVE
HEIGHTS LOCATED AT 5039 BRENT AVENUE AND APPROVING A NOTICE OF
REQUEST FOR PURCHASE OFFERS FOR VACANT LAND TOGETHER WITH A
FORM PURCHASE AGREEMENT**

WHEREAS, the City of Inver Grove Heights (City) owns vacant land in the City of Inver Grove Heights described as follows (“Real Property”):

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn, Dakota County, Minnesota. (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50 th Street East on the west side of Brent Avenue

WHEREAS, The City received the Real Property by way of a Warranty Deed from Khai Tran and Lequyen Tran dated April 11, 2017 recorded as Dakota County Document No. 3186354. Due to the hazardous condition of the dwelling on the Real Property, the dwelling was demolished by the City followed by an environmental assessment. The Real Property was excavated and restored based on the City’s building inspection and engineering site plan guidelines for demolitions.

WHEREAS, the City has determined that the Real Property is no longer needed for public purpose and that it would be beneficial to the City to sell the Real Property.

WHEREAS, under Minnesota Statutes § 412.211, the City has the power to sell land it no longer needs.

WHEREAS, the City desires to advertise the Real Property for sale and solicit bids from the public and to accomplish that, has prepared the attached Notice of Request for Purchase Offers for Vacant Land together with the attached Instructions to Bidders and form Purchase Agreement.

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

1. The City Council hereby determines that the Real Property is no longer needed for public purpose.
2. The City Council approves the attached Notice of Request for Purchase of Offers for Vacant Land, Instructions to Bidders and form Purchase Agreement.
3. The City Council hereby authorizes the advertisement and solicitation of bids for sale of the Real Property, including the publication of the attached Notice of Request for Purchase of Offers for Vacant Land in the City's official newspaper.
4. The Mayor and City Clerk are authorized to execute all documents necessary to advertise and solicit bids for the sale of the Real Property.

Passed this 12th day of February, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

NOTICE OF REQUEST
FOR PURCHASE OFFERS FOR VACANT LAND IN THE
CITY OF INVER GROVE HEIGHTS

The City of Inver Grove Heights owns a parcel of real estate that is no longer needed by the City for public use. As such, the parcel of real estate is available for purchase.

The parcel of real estate ("Real Property") is described as follows:

Legal Description:	Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood Dakota Co. Minn, Dakota County, Minnesota (Abstract Property)
Lot Size:	Approximately 62 feet x 125 feet; 0.18 acres; Approximately 7,704 square feet
PID#:	20-30300-01-050
Utilities:	sanitary sewer and municipal water available
Zoned:	R-1C, single-family residential
Location:	5039 Brent Avenue, Inver Grove Heights, Minnesota 55076; located south of 50 th Street East on the west side of Brent Avenue

A copy of the title insurance policy for the Real Property is available for inspection and review at Inver Grove Heights City Hall located at 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Purchase offers for the above-described Real Property are hereby solicited. Offers must be mailed or delivered to the City of Inver Grove Heights, Attention: Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

Offers must be made on the Purchase Agreement form furnished by the City Administrator. Offers must be sealed and received by the City of Inver Grove Heights City Administrator on or before 4:30 p.m. on February 28, 2018.

All offers received on or prior to February 28, 2018 at 4:30p.m. will be submitted to the City Council and will be considered at the regular City Council meeting on March 12, 2018.

The right to reject all offers is reserved by the City Council.

The offer forms and information concerning the Real Property are available by contacting Joe Lynch, City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077; telephone number 651-450-2500.

Dated: January 24, 2018.

/s/ _____
Michelle Tesser, City Clerk

INSTRUCTIONS TO BIDDERS

To make an offer for the real property described in the attached Purchase Agreement, you must do the following:

- 1.) Insert your name and marital or business status (e.g. married, single person, corporation, partnership or L.L.C.) in Section 1.3 of the Purchase Agreement.
- 2.) In Section 1.10 of the Purchase Agreement, insert the amount that you are offering to pay as the purchase price.
- 3.) Insert your name and address in Section 16 of the Purchase Agreement.
- 4.) Sign and date the Purchase Agreement on Page 8.
- 5.) Place the original, signed Purchase Agreement in an envelope, seal the envelope and deliver or mail the envelope to:

Joe Lynch, City Administrator
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Offers must be received no later than 4:30 p.m. on February 28, 2018. Offers received after that date will be returned unopened to the offerer.

Do not modify the Purchase Agreement. Any modification to the Purchase Agreement will result in the offer being rejected.

The City reserves the right to reject all offers.

All offers that are received by 4:30 p.m. on February 28, 2018 will be opened on February 28, 2018, at 4:30 p.m. at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, Minnesota.

The City Council will consider the offers at its regular Council meeting on March 12, 2018, at 7:00 p.m.

If your offer is accepted, the City will execute the Purchase Agreement and contact you to arrange for the closing.

If your offer is not accepted, the City will inform you by mail that your offer has not been accepted.

The offers will be either accepted or rejected no later than March 26, 2018.

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made this _____ day of _____, 2018, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

Section 1. DEFINITIONS.

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

1.2 Seller. Seller shall mean the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Buyer. Buyer shall mean _____, [husband and wife, a single person, a Minnesota corporation, partnership or limited liability company].

1.4 Closing Date. Closing Date shall mean on or before April 26, 2018. All references to "Closing" shall have the same meaning as "Closing Date."

1.5 Closing Documents. Closing Documents shall mean and comprise the following:

- a. A general Warranty Deed to be signed by Seller subject to Permitted Encumbrances.
- b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.
- c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.
- d. Satisfaction of all existing mortgages and security agreements.

1.6 Closing Location. Closing Location shall mean the title company of DCA Title located at 750 Main Street, Suite 208, Mendota Heights, MN 55120, or at such other location as the parties may agree in writing.

1.7 Conditions Precedent. Conditions Precedent shall mean and comprise the following:

- a. All Warranties And Representations in this Agreement shall be as of and at the time of Closing with the same effect as if those representations and warranties had been made at and as of such time.
- b. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the Closing, and

shall certify in such detail as Buyer may specify to the foregoing effect.

- c. At the Closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property, and there shall be no lawsuits pending or threatened concerning the subject matter of this Agreement.
- d. All legal matters in connection with the performance of Buyer of its obligations under this Agreement shall be reasonably satisfactory to counsel for Seller.

1.8 **Permitted Encumbrances.** Permitted Encumbrances shall mean and comprise the following:

- a. building and zoning laws, ordinances, state and federal regulations;
- b. street and roadway easements of record;
- c. utility and drainage easements which do not interfere with improvements to the premises of record;
- d. easements, restrictions and reservations of record, if any;
- e. reservation of any mineral or mineral rights to the State of Minnesota;
- f. easements reserved in favor of the City of Inver Grove Heights for drainage and utility purposes;
- g. any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title, including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the land and that are not shown in public records.
- h. reservation to the City of standard drainage and utility easements along the boundaries of the Real Property, to be reserved at Closing.
- i. The Real Property shall be subject to a use restriction that use of the Real Property shall be only for the construction, use and occupancy of a single family residential dwelling and associated accessory uses and accessory structures allowed by the City's zoning code.

1.9 **Possession Date.** Possession Date shall mean the Closing Date.

1.10 **Purchase Price.** Purchase Price shall mean the total sum of \$_____.

1.11 **Real Property.** Real Property shall mean that certain tract of land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest

of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property.

1.12 Warranties And Representations. Warranties And Representations shall mean and comprise the following:

- a. At Closing Date, Seller will be lawfully seized in fee simple of the Real Property and have the right to convey to Buyer fee simple title to the Real Property in accordance with the laws of the State of Minnesota, subject to the Permitted Encumbrances.
- b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.
- c. Seller 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 Agreement by Seller or prohibit any of the transactions provided for in this Agreement, and the consummation of the transactions contemplated by this Agreement will not result (immediately or upon the giving of notice and/or upon the passage of a period of time) in a breach of any term or provision of or constitute a default under any lease, contract or agreement or instrument or result in an acceleration in the payment due under any lease, contract or agreement.
- d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.
- e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller 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.

Section 2. PURCHASE. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided, agrees to sell and convey to Buyer and Buyer agrees to purchase the Real Property.

Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of 10% of the Purchase Price as earnest money payable upon

acceptance of Buyer's offer to purchase Property.

- to Seller the remaining amount of the Purchase Price less the 10% earnest money previously deposited with Seller by way of wire transfer, cash or by certified check on Closing Date.

Section 4. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver a general Warranty Deed to the Buyer conveying marketable title to the Real Property subject only to the Permitted Encumbrances.

Section 5. REAL ESTATE TAXES. Seller shall pay the real estate taxes payable prior to the year of closing and payable in the year of closing, plus any penalty and interest. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

Section 6. SPECIAL ASSESSMENTS. Prior to or at Closing, Seller shall pay all levied special assessments against the Real Property.

Section 7. PURCHASE OF PROPERTY "AS IS". Except as stated in the Warranties And Representations, it is agreed and understood that the Buyer has inspected the Real Property and that the Buyer is purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Seller as to the condition of the Real Property or any improvements thereon.

Section 8. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the Closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the Closing shall take place at the Closing Location.

Section 9. DOCUMENTS TO BE FURNISHED BY SELLER. The Seller shall furnish to the Buyer at the Seller's expense and within twenty (20) days of the execution by all parties to this Agreement the following:

- a. A title insurance commitment in the full amount of the purchase price in lieu of an abstract of title. If Buyer is to receive an owner's title insurance policy, Seller shall pay the entire cost of the title insurance commitment and Buyer shall pay the premium for the owner's title insurance policy.
- b. Within two (2) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as

may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.

- d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this agreement or Seller may specifically enforce this Agreement.
- e. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute § 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute § 559.21.

Section 10. WARRANTIES AND REPRESENTATIONS. Seller represents and warrants to Buyer all of the Warranties And Representations as provided in this Agreement. The Warranties And Representations shall survive the Closing and shall not merge with the Closing Documents.

Section 11. CONDITIONS PRECEDENT. Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the Closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Conditions Precedent but no waiver shall be effective unless in writing.

Section 12. CLOSING DOCUMENTS. Subject to performance by the Buyers, the Seller agrees to execute as necessary and deliver at the Closing Date the Closing Documents.

Section 13. STATE DEED TAX. At Closing, Seller shall pay the state deed tax, if any, due on the Warranty Deed.

Section 14. BROKERAGE FEES. Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

Section 15. SURVEY. If Buyer needs a survey of the Real Property, then Buyer may obtain such a survey at Buyer's own cost. Seller shall deliver to Buyer any surveys that Seller has of the Real Property.

Section 16. NOTICES. Any Notices hereunder shall be deemed sufficiently 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 Seller:

City of Inver Grove Heights
c/o City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Buyer:

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.

Section 17. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

Section 18. MISCELLANEOUS.

- a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b. All modifications to this Agreement must be in writing and signed by the parties hereto.
- c. The parties hereto agree that all of their respective representations and warranties,

wherever in this Agreement contained, shall survive the Closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the Warranty Deed and shall not merge therein.

- d. This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.
- e. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- f. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- h. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

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

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

BUYER:

SELLER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

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

Lot 5 and the South 22 feet of Lot 4, Block 1, Glenwood, Dakota Co. Minn,
Dakota County, Minnesota.

(Abstract Property)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: January 22, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED Staff requests that Council approve the personnel actions listed below:

Please confirm the Part-Time/Temporary/Seasonal Employment of:

Utilities

Edwards, Claire, Utility Maintenance Helper

Parks & Recreation/VMCC

Dahl, Katherine, Water Safety Instructor
 Mutch, Kathy, Customer Service Specialist
 Nzara, Munashe, Recreation Instructor
 Pieper, Nicholas, Lifeguard
 Sauro, Jodi, Recreation Instructor
 Woodard, Alia, Rink Attendant

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Lt. Joshua Otis (651) 450-2528
 Prepared by: Lt. Joshua Otis

Reviewed by: Chief Paul Schnell
 (651) 450-2526

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED:

Appoint a Director and Alternate Director to LOGIS Board of Directors.

SUMMARY:

The City of Inver Grove Heights entered into a Joint and Cooperative Agreement with Local Government Information Systems (LOGIS), in March 2008. LOGIS is a Joint Powers, intergovernmental consortium of Minnesota local government units. The Joint and Cooperative Agreement's Article IV; Board of Directors, states that each member shall be entitled to one director, who shall have one vote. Directors and alternate directors shall be appointed by the council of each member.

For LOGIS to develop data processing and management information systems which will be of maximum value to member governmental units, the members shall appoint, as their directors and alternates, their chief administrative officers and employees with general management responsibilities.

Directors and alternates shall serve without compensation from LOGIS but this shall not prevent a member from providing compensation for its director or alternate director if such compensation is authorized by such unit and by law. Directors and alternate directors shall be appointed to serve until their successors are appointed and qualified.

Any director or alternate director shall be subject to removal by the council of the member appointing them, at any time, with or without cause. A vacancy on the board shall be filled by the council of the member whose position on the board is vacant.

RECOMMENDATION:

Staff recommends the City of Inver Grove Heights appoint, the position title; Chief of Police to the Director position for Local Government Information Systems (LOGIS) and Joshua Otis to the Alternate Director position for Local Government Information Systems (LOGIS) Information Systems (LOGIS).

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

RESOLUTION NO. ____

**RESOLUTION TO APPOINT A DIRECTOR
AND ALTERNATE DIRECTOR TO LOGIS BOARD OF DIRECTORS**

WHEREAS, the City of Inver Grove Heights entered into a Joint and Cooperative Agreement with Local Government Information Systems (LOGIS), in March 2008, and

WHEREAS, Article IV, Section 1, of the Agreement states that the governing body of a member appoints directors.

BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota, that the following appointments are hereby directed:

Local Government Information Systems (LOGIS) DirectorChief of Police

Local Government Information Systems (LOGIS) Alternate DirectorJoshua Otis

Passed by the City Council of Inver Grove Heights this 8th day of January 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: 651-450-2513
 Prepared by: Michelle Tesser
 Reviewed by: N/A

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED:

Consider approval of the request from Church of St. Patrick for a temporary liquor license on April 6, 2018.

SUMMARY:

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church will be hosting an event and the sale of liquor will be in conjunction with this event. A certificate of liability insurance was provided to the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

VICKY STADTHER (McDONALDS) – Case No. 17-57CA;

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider a **Resolution** approving the Storm Water Maintenance Agreement for the property located at 5760 Cahill Avenue

- Requires 3/5th's vote

SUMMARY

The City Council approved a conditional use permit amendment for an additional drive-through along with other site improvements on December 11, 2017. The related storm water facilities maintenance agreement was still being reviewed by the applicant and the City and were not ready when the project was reviewed by Council.

The applicant has been working with the City Engineering Department to finalize stormwater and grading plans. The final details on the plans and agreements would be reviewed and approved by the City Engineer prior to any work commencing on the site.

RECOMMENDATION: Planning and Engineering Staff recommend approval of the Storm Water Facilities Maintenance Agreement as presented.

Attachments:

1. Resolution approving documents relating to the development
2. Storm Water Facilities Maintenance Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE STORM WATER FACILITIES MAINTENANCE
AGREEMENT FOR THE PROPERTY LOCATED AT 5760 CAHILL AVENUE

CASE NO. 17-57CA
(Vicky Stadther)

WHEREAS, a Conditional Use Permit Amendment was approved on December 11, 2017 for an additional drive-through lane along with other site improvements on the McDonalds property;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the City relating to the storm water facilities maintenance agreement prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on December 11, 2017 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the storm water facilities maintenance agreement is hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 12th day of February, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR 5760 CAHILL AVENUE
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of February, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and McDonald's Corporation, a Delaware corporation, successor by merger to Franchise Realty Interstate Corporation, an Illinois corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means McDonald's Corporation, a Delaware corporation, successor by merger to Franchise Realty Interstate Corporation, an Illinois corporation, and its successors and its assigns.

1.4 Stormwater Facilities. "Stormwater Facilities" means all of the following stormwater facilities located within the Landowner Property:

- The existing hydrodynamic separator
- The proposed storm water bio-retention basin
- The proposed curb inlet
- The proposed related storm water appurtenances lying within the Landowner Property.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Grading, Drainage, Paving, & Erosion Control Plan (C3.1) prepared by Landform dated December 22, 2017 and approved by the City Engineer on February 5, 2018 attached hereto as **Exhibit D**, together with the Operations and Maintenance Plan dated January 4, 2018 and approved by the City Engineer on January 4, 2018, prepared by Landform attached hereto as **Exhibit B**. The Stormwater Facility Plan is on file with the City.

The Stormwater Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

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

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Stormwater Facility Plan for the Landowner Property in connection with a Conditional Use Permit requested by the Landowner to construct an additional drive-thru lane along with other site improvements on the Landowner Property.

Recital No. 3. The City is willing to approve the Conditional Use Permit and Stormwater Facility Plan for the Landowner Property if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities, notwithstanding the fact that the Stormwater Facilities may exist within easements dedicated or granted to the City and the public.

- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Stormwater Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.
- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2018, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City pursuant to the Improvement Agreement.

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

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan (**Exhibit B**) hereafter referenced.
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.

e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities.

The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities within the Landowner Property.

The Responsible Owner has submitted an Operations & Maintenance Plan to the City attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain Stormwater Facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;

- f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

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

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

Stormwater Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

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

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

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

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

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

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Conditional Use Permit and Stormwater Facility Plan. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Conditional Use Permit are met and if the conditions set forth in the City Engineering Memo dated December 19, 2017 are met, the City will approve the Conditional Use Permit and Stormwater Facility Plan for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise

constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Franchise Realty Interstate Corporation
c/o McDonald's Corporation 22-0050
P.O. Box 182571
Columbus, OH 43218-2571

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.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**MCDONALD'S CORPORATION, A DELAWARE CORPORATION,
SUCCESSOR BY MERGER TO FRANCHISE
REALTY INTERSTATE CORPORATION,
AN ILLINOIS CORPORATION**

Its: _____

On this ____ day of February, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of McDonald's Corporation, a Delaware corporation, successor by merger to Franchise Realty Interstate Corporation, an Illinois corporation, and that the foregoing instrument was executed on behalf of the corporation by authority of the Boards of Directors of said entity.

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

The South 170 feet of the North 220 feet of the North half (N ½) of North half (N ½) of Southwest Quarter (SW ¼) of Southwest Quarter (SW ¼) of Section 34, Township 28, Range 22, Inver Grove Heights, Dakota County, Minnesota, lying East of the Easterly line of Cahill Road, except the East 352.34 feet thereof,

Subject to utility easement in favor of the Village of Inver Grove Heights over the North 10 feet of the above described property.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

**Stormwater and
Landscape Maintenance
Manual**

for McDonalds

Inver Grove Heights, Minnesota

L A N D F O R M

REVISED – January 4, 2018

Maintenance Areas

Infiltration Basin Area

Composition: Shrubs in basin area, per plan.

Basin and Swale Maintenance during Establishment Period (First Two Years)

- Basin area requires monthly weeding during the growing season. The need for weeding will decrease as plants become established.
- Water plants until established, 1-inch per week is recommended.

General Maintenance:

- Remove undesirable woody plants.
- Remove invasive plants.
- Remove dried, dead and diseased plant debris.
- Rejuvenation pruning for shrubs, as needed, or once every 4-6 years.
- Supplement mulch, maintain a 3-inch depth until shrubs are established (first two years).
- Avoid the application of fertilizer or herbicides in and near these areas.
- Inspect these areas for sediment trapped in the pretreatment area and in the basin itself.
- Remove sediment build-up or blockage.
- Repair eroded areas.

LONG TERM MAINTENANCE OF PERMANENT STORMWATER FACILITIES:

Permanent stormwater management facilities on the site include a proprietary hydrodynamic separator and an infiltration basin, as identified on the Grading, Drainage, Paving, and Erosion Control Plan. The following tables include recommended maintenance items as detailed in the Minnesota Stormwater Manual for infiltration basins and manufacturer's recommendations for the hydrodynamic separator. In addition, an annual reporting form is included for the operator to complete. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year.

INFILTRATION BASIN – RECOMMENDED MAINTENANCE

Project:		
Location:		
Site Status:		
Date:		
Time:		
Inspector:		
Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Contributing areas clean of litter and vegetative debris		
Basin surface clean		
Inflow pipes clear		
Overflow spillway clear		
Inlet area clean		
2. Sediment Traps or Forebays (Annual)		
Obviously trapping sediment		
Greater than 50% of storage volume remaining		
3. Vegetation (Monthly)		
Undesirable vegetation removed		
No evidence of erosion		
4. Sediment deposition of Basin (Annual)		
Clean of sediment		
Winter accumulation of sand removed each spring		
Contributing drainage area stabilized and free of erosion		
5. Inlets (Annual)		
Good condition		
No evidence of erosion		
6. Outlet/Overflow Spillway (Annual)		
Good condition, no need for repair		
No evidence of erosion		
Comments:		
Actions to be taken:		

HYDRODYNAMIC SEPARATOR - RECOMMENDED MAINTENANCE

Project:		
Location:		
Site Status:		
Date:		
Time:		
Inspector:		
Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Debris Cleanout (Monthly)		
Inflow pipes clear		
Outflow pipes clear		
Structure clear		
2. Sediment deposition of Basin (Annual)		
Measure sediment depth as recommended by manufacturer		
Remove sediment when level is beyond capacity of device		
Contributing drainage area stabilized and free of erosion		
Comments:		
Actions to be taken:		

This report and attached Inspection and Maintenance Checklists document the inspection and maintenance conducted for the identified stormwater treatment measure(s) subject to the Maintenance Agreement between the City and the property owner during the annual reporting period indicated below. An annual inspection report shall be submitted to the City Engineering Division by December 31st of each year.

I. Property Information:

Property Address: 5760 Cahill Avenue

Property Owner: McDonalds Corporation

II. Contact Information:

Name of person to contact regarding this report: _____

Phone number of contact person: _____ Email: _____

Address to which correspondence regarding this report should be directed:

III. Reporting Period:

This report, with the attached completed inspection checklists, documents the inspections and maintenance of the identified treatment measures during the time period from _____ to _____.

IV. Stormwater Utility Structure Summary

The following structures (identified treatment measures) are located on the property identified above and are subject to the Maintenance Agreement:

Type of Utility Structure	Date of Inspection	Operation and Maintenance Activities Performed and Date(s) Conducted / Comments
Infiltration Basin		
Hydrodynamic Separator		

VI. Inspector Information:

The inspections documented in the attached Inspection and Maintenance Checklists were conducted by the following inspector(s):

Inspector Name and Title	Inspector's Employer and Address

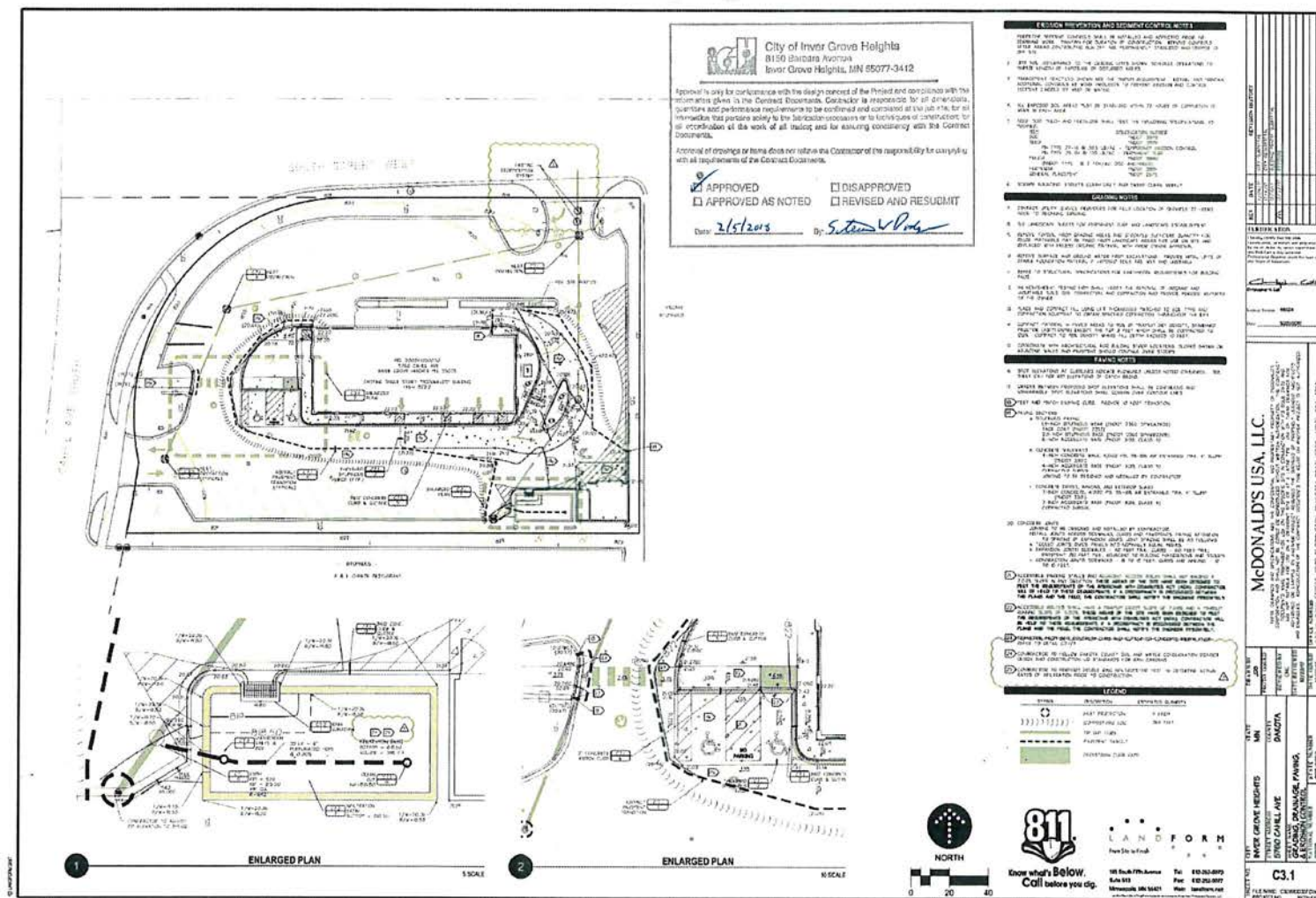
EXHIBIT C
ANNUAL INSPECTION FORM

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

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

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

STORMWATER FACILITY PLAN



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CALATLANTIC GROUP– Case No. 17-48PUD

Meeting Date: February 12, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

A Resolution approving the Development Contract, Storm Water Maintenance agreement and other related agreements for the plat of Blackstone Vista 3rd Addition.

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

City Council approved the final plat on November 13, 2017. Blackstone Vista 3rd Addition consists of 40 single family homes plus 3 outlots.

ANALYSIS

Staff and the City Attorney have worked with the applicant on drafting the documents. The project is expected to begin this spring. The documents address all items and conditions of the plat approval.

RECOMMENDATION

Planning Staff: Recommends the documents be approved per the attached resolution.

Attachments: Resolution approving the Development Contract and agreements
Development Contract, Storm Water Maintenance Agreement and related documents (11 total)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF BLACKSTONE VISTA 3RD ADDITION

CASE NO. 17-48PUD
(CalAtlantic Group)

WHEREAS, a Final Plat and Final PUD Development Plans were approved by the City Council on November 13, 2017;

WHEREAS, a condition of approval required a development contract be approved by the City Council;

WHEREAS, the development contract and agreements were not drafted at time of final plat approval, but have now been drafted and negotiated with the applicant;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements for the plat of Blackstone Vista 3rd Addition are hereby approved.

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

Passed this 12th day of February, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
BLACKSTONE VISTA 3RD ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

- 1.1 Terms
- 1.2 City
- 1.3 Developer
- 1.4 Plat
- 1.5 Development Plans
- 1.6 Development Contract
- 1.7 Council
- 1.8 PWD
- 1.9 Director of PWD
- 1.10 County
- 1.11 Other Regulatory Agencies
- 1.12 Utility Companies
- 1.13 Prior Easement Holders
- 1.14 Developer Improvements
- 1.15 City Improvements
- 1.16 Developer Public Improvements
- 1.17 Developer Default
- 1.18 Force Majeure
- 1.19 Developer Warranties

- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
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CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF BLACKSTONE VISTA 3rd ADDITION

THIS DEVELOPMENT CONTRACT is made and entered into on the 12th day of February, 2018, 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, public utilities (sewer and water), storm sewer pipes, infiltration basins, water quality pre-treatment facilities, raingardens and other facilities; and

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **DEVELOPER.** "DEVELOPER" means CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of Blackstone Vista 3rd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

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

1.7 **COUNCIL.** "COUNCIL" means the Council of the City of Inver Grove Heights.

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

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

1.10 **COUNTY.** "COUNTY" means Dakota County, Minnesota.

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

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

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

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

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

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

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

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

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

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

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

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

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign

court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all 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.** DEVELOPER owns fee title to the property within the PLAT, except Outlot C, Blackstone Vista 3rd Addition.
- 1.20 **CITY WARRANTIES.** "CITY WARRANTIES" means that the CITY hereby

warrants and represents as follows:

- A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

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

**If to
DEVELOPER:** CalAtlantic Homes
7599 Anagram Drive
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.

ARTICLE 2 **PLAT APPROVAL**

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 **RECORDING OF PLAT.** The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

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

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

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs.

Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners 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, paragraph 16).

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 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 1.19(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.19 and 10.1 and except as provided in the Storm Water Facilities Maintenance Agreement and the Street Light Agreement relating to the PLAT. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 13.

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

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and invert elevations on all manholes and catch basins.

6. Apron invert elevations on all flared end structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

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 Article 14 or Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the

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

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

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

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

ARTICLE 14

ESCROW DEPOSIT

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2021. 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, 2021, 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, 2021.

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

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

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific

completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 15

MISCELLANEOUS

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

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

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

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

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

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

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

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, 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, 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 BLACKSTONE VISTA 3RD ADDITION

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

Lots 1 – 7, inclusive, Block 1, Blackstone Vista 3rd Addition,
Lots 1 – 22, inclusive, Block 2, Blackstone Vista 3rd Addition,
Lots 1 – 8, inclusive, Block 3, Blackstone Vista 3rd Addition,
Lots 1 – 3, inclusive, Block 4, Blackstone Vista 3rd Addition,
Outlots A, B and C, Blackstone Vista 3rd Addition,

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (1 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Legend Sheet (2 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (3 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (4 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (5 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Schedule (6 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (7 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (8 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (9 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (10 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Drain tile Plan (11 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Street Construction (12 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Street Construction (13 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Street Construction	9-15-17 with revisions 1-26-18	Pioneer Engineering

(14 of 22)		
Sign & Lighting Plan (15 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (16 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (17 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (18 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (19 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (20 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (21 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (22 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Landscape Plan (L1 of 1)	9-15-17 with revisions 11-22-17	Pioneer Engineering
Open Space Plan (O1 of 1)	9-15-17 with revisions 11-22-17	Pioneer Engineering
Cover Sheet (1 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Legend Sheet (2 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading & Erosion Control Plan (3 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading & Erosion Control Plan (4 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering

Seeding Plan (5 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (6 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (7 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (8 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on January 29, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Blackstone Vista 3rd Addition (the "City Engineer Memos"):

1. Memorandum from City Engineer Tom Kaldunski to City Planner Allan Hunting dated October 30, 2017;
2. Memorandum from City Engineer Tom Kaldunski to City Planner Allan Hunting dated December 12, 2017.

The City Engineer Memos are on file with the City.

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or 12/31/18, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or 12/31/18, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or 12/31/18, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or 12/31/18, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or 12/31/18, whichever occurs first	base bituminous course for streets
X PUBLIC	prior to obtaining a building permit or 12/31/18, whichever occurs first	storm water facilities (underground infiltration facility and piping and bio-retention basin functional to level approved by City Engineer
X PUBLIC	12/31/18	final completion of storm water facilities (underground infiltration facility and piping and bio-retention basin) as approved by City Engineer

X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	12/31/19	final wear course of bituminous for City streets and street lights
X PUBLIC	12/31/19	concrete sidewalk

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 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 cash deposit for the respective amounts stated in Article 14.1 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 14.3 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$10,600 with regard to the streets in the DEVELOPER IMPROVEMENTS as required under paragraph 8 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; this amount includes any unpaid billed sums plus the unbilled sum for time spent from the last billing to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT except for Outlot C, Blackstone Vista 3rd Addition.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 15 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the PLAT connection fees referenced in paragraph 6 of this Exhibit E.
 - i.) DEVELOPER has paid \$1,202.40 towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C. This amount has been paid to the CITY

with the final plat application.

- j.) DEVELOPER must pay \$2,000 for the computerized water model for drinking water system as referenced in paragraph 20 of this Exhibit E.
- k.) DEVELOPER must pay \$3,500 for storm water model updating as referenced in paragraph 21 of this Exhibit E.
- l.) DEVELOPER must pay the CITY in escrow the street and utility extension amounts referenced in paragraph 14 of this Exhibit E.
- m.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
- n.) DEVELOPER must pay the \$28,000 cash deposit for later watermain benefit referenced in paragraph 22 of Exhibit E.

2.) **BUILDING PERMIT.** No building permit may be obtained for any lot in the Plat of Blackstone Vista 3rd Addition until the following conditions have been met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in section 1 of this Exhibit E have been met.
- b.) The PLAT is recorded with the Dakota County Recorder.
- c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 15 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 have been installed; and all sanitary sewer and water trunk lines and sanitary sewer force mains have been installed and are operational.
- e.) Sanitary sewer and water service have been installed.
- f.) All grading, drainage and erosion control 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, including the underground infiltration basin and piping and the bio-retention basin must be functional to a level reasonably approved by the City Engineer.
- h.) The gravel sub-base for the streets within the PLAT has been installed and the base

course of bituminous for the streets must be installed.

- i.) The DEVELOPER must show evidence to the CITY that the lots within the PLAT (except for Outlots A, B and C, Blackstone Vista 3rd Addition) have been added to the association documents for the Blackstone Vista Homeowners Association, Inc. as required by paragraph 13 of this Exhibit E.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, and in any event, **no later than December 31, 2018 (unless otherwise stated below)**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) Lot landscaping must be completed for the individual lot 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.) All storm water facilities, including the underground infiltration basin and piping and the bio-retention basin must be installed and approved by the City Engineer.
 - d.) By December 31, 2019, the concrete sidewalk must be installed.
 - e.) By December 31, 2019, the final wear course of bituminous for the streets must be installed and the street lights must be installed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amounts stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of new lots in the PLAT. There are 40 new lots and as a result, the park contribution is \$114,000 (40 lots multiplied by \$2,850 per lot). The park

contribution fee of \$114,000 must be paid before the CITY signs the PLAT.

- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT (except for Outlot C, Blackstone Vista 3rd Addition) are as follows:

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$55,873.20	\$33,468.60	\$182,694.30	\$272,036.10

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

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

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 above-stated 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

7.) **DENSITY SHORTAGE AMOUNT PAID.** DEVELOPER has paid the CITY the amount of \$44,802 relating to the density shortage for the utility connection fees as referenced in that certain Resolution No. 16-97 dated May 23, 2016 titled "A Resolution Authorizing the Application of Credits for the Plat of Blackstone Highlands Relating to the Density Shortage for the Utility Connection Fees". DEVELOPER does not owe the CITY any additional monetary amounts for density shortages for the Plat of Blackstone Vista 3rd Addition.

8.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Blackstone Vista 3rd Addition 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 \$10,600 for the work.

The amount of \$10,600 is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER agrees that the sealcoating benefits the plat of Blackstone Vista 3rd Addition.

9.) **TREE PRESERVATION.** There are no tree preservation requirements in connection with the PLAT.

10.) **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 of Blackstone Vista 3rd Addition.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2021. Thereafter, 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. After December 31, 2021, the Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

11.) **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.

- 12.) **CONVEYANCE OF CERTAIN OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots A and B, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

Conveyance of the Outlots shall be by Warranty Deed. Such Outlots 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.

- 13.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permits for the PLAT is that the DEVELOPER add or incorporate all of the lots within the PLAT (except Outlots A, B and C, Blackstone Vista 3rd Addition) to the existing homeowners association for Blackstone Vista identified as Blackstone Vista Homeowners Association, Inc. The documents prepared by the DEVELOPER in connection with the addition of the lots to the Blackstone Vista Homeowners Association, Inc. must be approved by the CITY prior to the issuance of a building permit for any home in Blackstone Vista 3rd Addition, which approval shall not unreasonably be withheld, delayed or conditioned.

- 14.) **PAYMENT FOR STREET CONNECTION AND UTILITY EXTENSION.** There are three streets in the PLAT that abut property not owned or controlled by the DEVELOPER, namely Arkansas Avenue, 71st Street W. and 73rd Street W. The DEVELOPER will have to leave unbuilt a portion of the streets and a portion of the utilities adjoining the abutting parcels not owned by the DEVELOPER. The CITY wants to assure that these portions are either built or that the CITY has funds available to build these segments when the adjoining parcels are eventually platted and developed.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the combined sum of \$19,510 to compensate the CITY for utility extension and for future bituminous installation with respect to segments of certain streets within the PLAT that may not be extended until a future date when property adjoining the PLAT is developed. The sum of \$19,510 is calculated as follows:

- 1.) \$3,846 for street and utility extension of 71st Street W.
 - 2.) \$7,832 for street and utility extension of 73rd Street W.
 - 3.) \$7,832 for street and utility extension of Arkansas Avenue.
- \$19,510 – total for street and utility extensions

With regard to the escrowed sums, no interest shall be paid on the escrowed amounts. The CITY shall keep the escrowed sums and the CITY shall have the responsibility at a future date to complete the street segments and utility extensions. The DEVELOPER has no claim to the escrowed sums that are kept by the CITY.

15.) **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 A and B, Blackstone Vista 3rd Addition to the CITY at the time the PLAT is recorded.

- 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 six (6) Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 2, Block 4, Blackstone Vista 3rd Addition
- Lot 7, Block 3, Blackstone Vista 3rd Addition
- Lot 2, Block 1, Blackstone Vista 3rd Addition
- Lot 6, Block 2, Blackstone Vista 3rd Addition
- Lot 2, Block 3, Blackstone Vista 3rd Addition
- Lot 10, Block 2, Blackstone Vista 3rd Addition

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. 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.

- f. 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.

- g. DEVELOPER must obtain approval from the CITY and must record evidence that the lots in the PLAT (except for Outlots A, B and C, Blackstone Vista 3rd Addition) have been added to the homeowner association documents referenced in paragraph 13 of this Exhibit E.

The agreements and documents listed in this paragraph 15 (a) through (g), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 16.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of Outlots A and B, Blackstone Vista 3rd Addition. The markers provide identification for future land owners 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.
- 17.) **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

- 18.) **SIDEWALK.** DEVELOPER is constructing a concrete sidewalk within the right-of-way along 71st Street W.
- 19.) **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.
- 20.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$2,000 to reimburse the CITY for this expense.
- 21.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$3,500 to reimburse the CITY for this expense.

- 22.) **LATERAL WATERMAIN PAYMENT.** The CITY installed Project 2015-13 which included a 16 inch trunk watermain. The CITY's policy is to cover the costs associated with trunk watermain only. The DEVELOPER is responsible for the costs associated with the lateral watermain installation (which includes 500 feet of 8 inch watermain plus appurtenances) estimated at \$28,000. The DEVELOPER shall make a cash deposit for the lateral watermain benefits. The cash deposit shall be made at the time the PLAT is released.

EXHIBIT F

ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$479,300
2.)	Sanitary Sewer	\$257,380
3.)	Watermain	\$136,630
4.)	Storm Sewer (includes underground infiltration facility and piping)	\$312,125
5.)	Street Construction	\$370,500
6.)	Street Lights	\$16,000
7.)	Landscaping	\$40,000
8.)	Construction debris clean up	\$5,000
9.)	Certified As-Builts	\$10,000
SUBTOTAL		\$1,626,935
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$2,033,668.75 say \$2,033,668

EXHIBIT F continued
ESCROW CALCULATION
(Continued)

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

- \$80,000 - City fees for inspection and engineering service (\$2,000 per lot)
- \$2,000 - Consultant water model charges, per proposal
- \$ - Consultant storm water management inspections, per proposal
- \$ - Consultant erosion control inspections, per proposal
- \$3,500 - Consultant storm water model update, per proposal

\$- **TOTAL (DEVELOPER responsibility)**

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

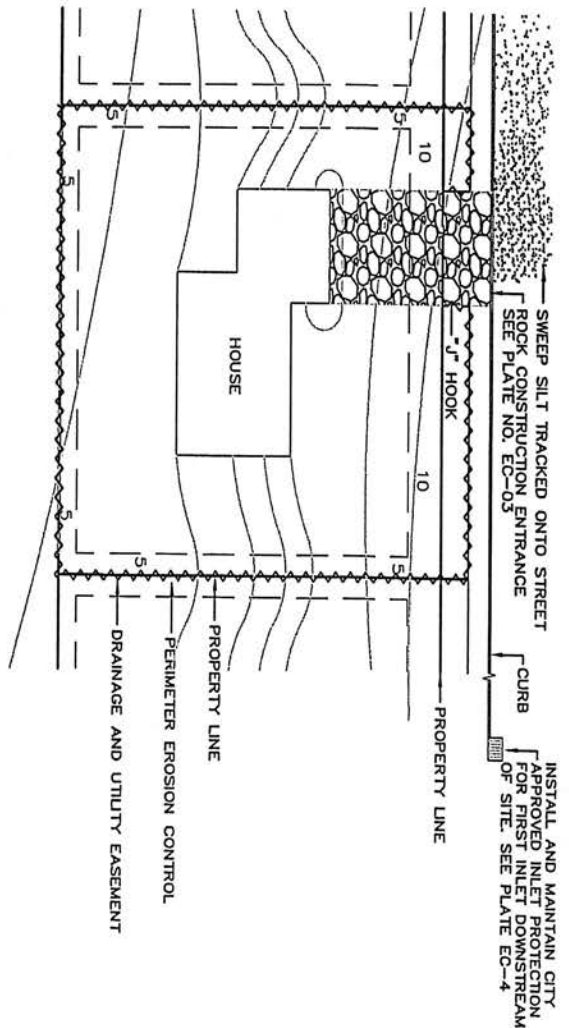
The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the vegetative cover has been established to the reasonable satisfaction of the City with respect to the underground infiltration facility and the bio-retention basin in the plat of Blackstone Vista 3rd Addition.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$_____, plus the engineering consultant proposal amounts referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

EXHIBIT G **LOT EROSION CONTROL REQUIREMENTS**



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDDED WOOD MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, JACKPAPER, 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

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF BLACKSTONE VISTA 3RD ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 12th day of February, 2018, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereafter referred to as Landowner) and Blackstone Vista Homeowners Association, Inc., a Minnesota non-profit corporation (hereafter referred to as Association). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation and its successors and assigns.

1.4 **Association.** Association means Blackstone Vista Homeowners Association, Inc., a Minnesota non-profit corporation and its successors and assigns.

1.5 **Storm Water Facilities.** Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

- a. "Basin C" which contains an underground infiltration facility and appurtenances located on Lots 17 through 21, Block 2, Blackstone Vista 3rd Addition;
- b. "Basin D" which contains a bio-retention basin and appurtenances located on Lots 14, 15 and 16, Block 2, Blackstone Vista 3rd Addition.
- c. Clay block section or geomembrane located along the west side of Outlot B, Blackstone Vista 3rd Addition as shown on the Grading & Erosion Control Plan (Page 3 of G8).

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2019, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2020, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Stormwater Facility Plan. "Stormwater Facility Plan" means those certain Grading & Erosion Control Plans (Sheets 1 through 8) prepared by Pioneer Engineering dated 9-15-17 with final revisions on 12-12-17 and approved by the City Engineer on 1-29-18; together with those certain Utility & Street Construction Plans (Sheets 1 through 22) prepared by Pioneer Engineering dated 9-15-17 with final revisions on 1-26-17 and approved by the City Engineer on 1-29-18; together with the "Exhibit B Final Operations and Maintenance Plan" approved by the City Engineer and any amendments relating thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

A color-coded map titled "Stormwater Management Facility Approval List prepared by Pioneer Engineering dated 9-15-17 with a final revision date of 12-12-17, depicting the location of the Storm Water Facilities and the responsibility for maintenance is on file with the City and was approved by the City Engineer on _____, 2018.

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

1.11 Development Contract. "Development Contract" means that certain contract between Landowner and City dated February 12, 2018.

1.12 Storm Water Facilities Lots. “Storm Water Facilities Lots” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached **Exhibit D**.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner currently owns all the Residential Lots.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 3. The Storm Water Facilities Lots are currently owned by Landowner.

Recital No. 4. The City is willing to allow the plat of Blackstone Vista 3rd Addition to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater Facilities identified in Section 1.5 of this Agreement shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Blackstone Vista 3rd Addition.

The City will own Outlot A, Blackstone Vista 3rd Addition. Responsible Party is not obligated to maintain "Raingarden F" located in Outlot A, Blackstone Vista 3rd Addition. The City is obligated to maintain "Raingarden F" located in Outlot A, Blackstone Vista 3rd Addition.

The City will own Outlot B, Blackstone Vista 3rd Addition. Responsible Party is not obligated to maintain "Pond A" or "Basin A" located in Outlot B, Blackstone Vista 3rd Addition. The City is obligated to maintain "Pond A" and "Basin A" located in Outlot B, Blackstone Vista 3rd Addition.

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

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

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Blackstone Vista 3rd Addition is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:
 - i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Party must prepare an Operations & Maintenance Plan to show how the Responsible Party plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the plat of Blackstone Vista 3rd Addition. The Responsible Party has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City.

The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii. The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

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

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

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a

reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

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

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of the Stormwater Facilities

exist notwithstanding the fact that the Stormwater Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Party a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Stormwater Facilities for the duration of the performance of the maintenance.

Landowner and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and
- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Blackstone Vista 3rd Addition.

ARTICLE 5
MISCELLANEOUS

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

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

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

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

5.5 Consent. Landowner and Association consent to the recording of this Agreement.

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

If to City:

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

If to Landowner:

CalAtlantic Homes
7599 Anagram Drive
Eden Prairie, MN 55344

If to Association:

Blackstone Vista Homeowners Association, Inc.
Attention: CalAtlantic Homes
7599 Anagram Drive
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.

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

IN WITNESS WHEREOF Landowner, Association, and the City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) SS.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

**ASSOCIATION:
BLACKSTONE VISTA HOMEOWNERS ASSOCIATION, INC.**

By: _____
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Blackstone Vista Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Blackstone Vista Homeowners Association, Inc. by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 – 7, inclusive, Block 1, Blackstone Vista 3rd Addition,
Lots 1 – 22, inclusive, Block 2, Blackstone Vista 3rd Addition,
Lots 1 – 8, inclusive, Block 3, Blackstone Vista 3rd Addition,
Lots 1 – 3, inclusive, Block 4, Blackstone Vista 3rd Addition,

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip.	As shown on SWMFA List
2. Sediment, trash and debris removal from bio-filtration basin and swale.	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity.	As shown on SWMFA List
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation.	As shown on SWMFA List
4. Mulch replacement.	Every 2 to 3 years or as needed to maintain 3" to 4" depth.	If applicable, add shredded hardwood mulch.	As shown on SWMFA List
5. Watering.	As needed.	Provide 1 inch of water when plants show signs of stress.	As shown on SWMFA List
6. Vegetation replacement and weeding.	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.	As shown on SWMFA List
7. Clean/fix structural components.	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer's recommendations.	As shown on SWMFA List
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	As shown on SWMFA List

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

STRUCTURE ID:		INSPECTION DATE/TIME:		INSPECTOR(S):		
LOCATION:				POND ID:		
EASEMENT						
ACCESSIBLE	Y	N				
STRUCTURES IN ESMT.	Y	N	DESCRIPTION			
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES	PIPE	CB	SPCD	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE	
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y	N				
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED		
COMMENTS						
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y	N				
COMMENTS						
SEDIMENT						
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
RIP RAP	PRESENT:		Y	N		
CONDITION**	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS						
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:					
ODOR	Y	N	COMMENTS:			
COLOR	Y	N	COMMENTS:			
FLOATABLES IN DICHARGES	Y	N	COMMENTS:			
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:			
MAINTENANCE PERFORMED:						
SIGNED:				DATE:		

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

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

EXHIBIT D
STORM WATER FACILITIES LOTS

Storm Water Facilities Lots means each and all of the following, individually and collectively:

Lots 14, 15, 16, 17, 18, 19, 20 and 21, Block 2, Blackstone Vista 3rd Addition, Dakota County, Minnesota.

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF BLACKSTONE VISTA 3rd ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 12th day of February, 2018, between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Owner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on January 29, 2018, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Owner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

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

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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:

**CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

This Instrument Was Drafted By:

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

**After Recording Return This
Instrument To:**

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

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 – 7, inclusive, Block 1, Blackstone Vista 3rd Addition,

Lots 1 – 22, inclusive, Block 2, Blackstone Vista 3rd Addition,

Lots 1 – 8, inclusive, Block 3, Blackstone Vista 3rd Addition,

Lots 1 – 3, inclusive, Block 4, Blackstone Vista 3rd Addition,

Outlots A and B, Blackstone Vista 3rd Addition,

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (1 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Legend Sheet (2 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (3 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (4 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sanitary Sewer & Watermain (5 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Schedule (6 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (7 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (8 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (9 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Storm Sewer (10 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Drainile Plan (11 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering

Street Construction (12 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Street Construction (13 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Street Construction (14 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Sign & Lighting Plan (15 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (16 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (17 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (18 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (19 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (20 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (21 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Details (22 of 22)	9-15-17 with revisions 1-26-18	Pioneer Engineering
Landscape Plan (L1 of 1)	9-15-17 with revisions 11-22-17	Pioneer Engineering
Open Space Plan (O1 of 1)	9-15-17 with revisions 11-22-17	Pioneer Engineering
Cover Sheet (1 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering

Legend Sheet (2 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading & Erosion Control Plan (3 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading & Erosion Control Plan (4 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Seeding Plan (5 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (6 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (7 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering
Grading Details (8 of G8)	9-15-17 with revisions 12-12-17	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on January 29, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Blackstone Vista 3rd Addition (the "City Engineer Memos"):

1. Memorandum from City Engineer Tom Kaldunski to City Planner Allan Hunting dated October 30, 2017;
2. Memorandum from City Engineer Tom Kaldunski to City Planner Allan Hunting dated December 12, 2017.

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.

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF BLACKSTONE VISTA 3RD ADDITION
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT (Agreement) is made this 12th day of February, 2018, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, hereafter referred to as "Owner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

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

1.3 Owner. "Owner" means CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. "Residential Lots" means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Blackstone Vista 3rd Addition.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 **Street Lights.** Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Blackstone Vista 3rd Addition.

ARTICLE 2

RESIDENTIAL OWNER OBLIGATIONS

2.1 **Street Light Plan Must Be Approved.** The Owner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Blackstone Vista 3rd Addition.

2.2 **Installation of Street Lights.** The Owner, at its own expense, shall install the Street Lights as provided in the Street Light Plan. The Street Lights shall be installed no later than the time that the public streets within the plat of Blackstone Vista 3rd Addition are constructed.

2.3 **Payment of Energy Costs for First Two Years.** Before recording of the plat of Blackstone Vista 3rd Addition, the Owner shall prepay the City for the energy costs of the Street Lights for the two (2) calendar years of 2020 and 2021 by paying the City the amount of \$150.00 per Street Light per year.

2.4 **Responsibility of Residential Owners.** Beginning with calendar year 2022, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the

charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Blackstone Vista 3rd Addition.

2.5 Warranty of Ownership. The Owner warrants that on the date of this Agreement the Owner owns fee title to all the Residential Lots and that the Owner on the date of this Agreement is the only Residential Owner.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Blackstone Vista 3rd Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Owner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Owner shall record this Agreement with the Dakota County Recorder after the plat of Blackstone Vista 3rd Addition is recorded, and Owner shall present evidence to the City that this Agreement has been recorded.

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

4.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies

would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

4.7 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, Owner and the City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, 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 RESIDENTIAL LOTS

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

Lots 1 – 7, inclusive, Block 1, Blackstone Vista 3rd Addition,
Lots 1 – 22, inclusive, Block 2, Blackstone Vista 3rd Addition,
Lots 1 – 8, inclusive, Block 3, Blackstone Vista 3rd Addition,
Lots 1 – 3, inclusive, Block 4, Blackstone Vista 3rd Addition,

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 2, BLOCK 4, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 2, BLOCK 4, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 2, Block 4, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

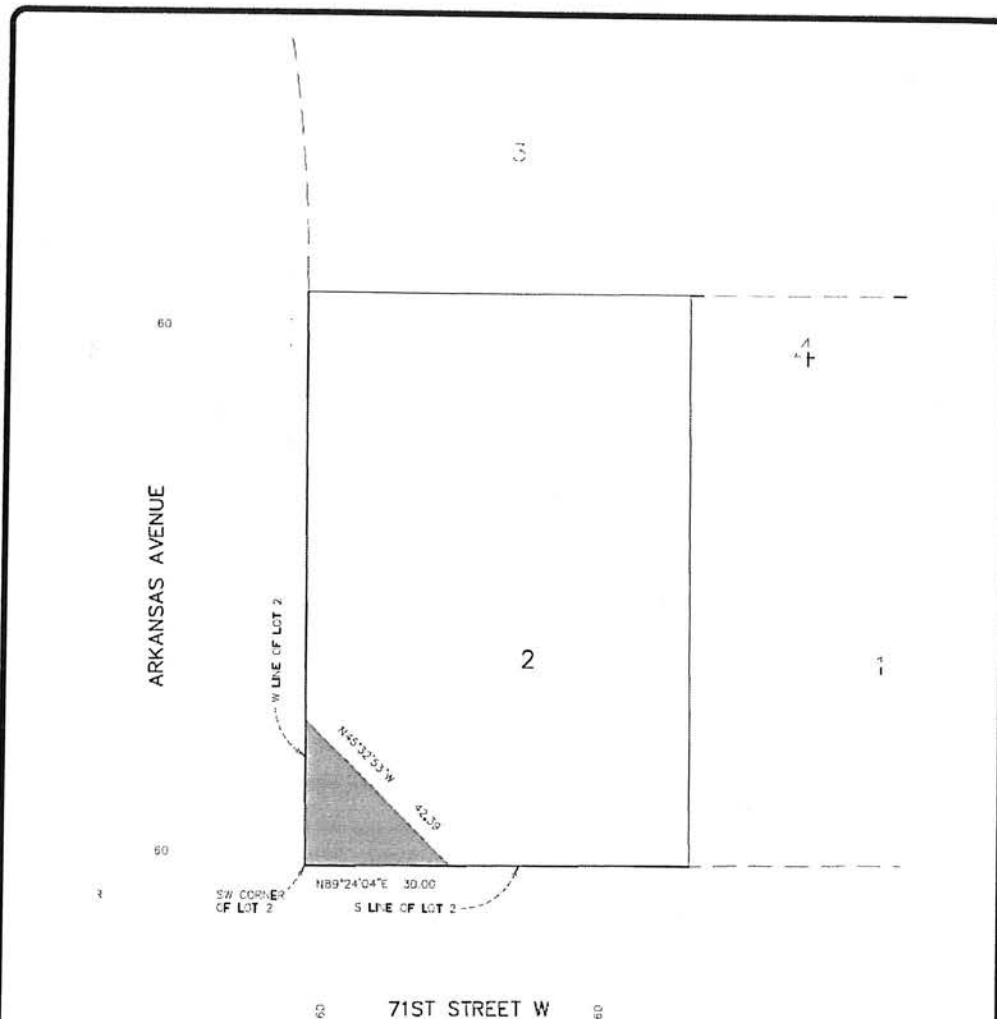
Lot 2, Block 4, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 2, Block 4, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 2; thence on assumed bearing of North 89 degrees 24 minutes 04 seconds East along the south line of said Lot 2, a distance of 30.00 feet to the point of beginning of the line to be described; thence North 45 degrees 32 minutes 53 seconds West, a distance of 42.39 feet to the West line of said Lot 2 and there terminating.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED RESTRICTED USE EASEMENT DESCRIPTION

A restricted use easement lying over, under and across all that part of Lot 2, Block 4, BLACKSTONE VETA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 2; thence on assumed bearing of North 89 degrees 24 minutes 04 seconds East along the south line of said Lot 2, a distance of 30.00 feet to the point of beginning of the line to be described; thence North 45 degrees 32 minutes 53 seconds West, a distance of 42.39 feet to the West line of said Lot 2 and there terminating.

(This legal description shall become valid upon recording the plat of BLACKSTONE VETA 3RD ADDITION.)

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



Denotes proposed easement

Not to Scale

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERING LAND SURVEYING LAND DEVELOPMENT ARCHITECTURE
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 651-1014
Fax: (651) 0458
www.pioneereng.com

Cad File: 116187-SIGHT
TRIANGLES.dwg
Folder #: 7975
Drawn by: TSS

Description Sketch for:
CalAtlantic

© 2015 Pioneer Engineering, P.A.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 7, BLOCK 3, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 7, BLOCK 3, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 7, Block 3, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 7, Block 3, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 7, Block 3, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying northwesterly of the following described line:

Commencing at the northwest corner of said Lot 7; thence on assumed bearing of North 89 degrees 24 minutes 04 seconds East along the north line of said Lot 7, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 44 degrees 27 minutes 07 seconds West, a distance of 42.46 feet to the west line of said Lot 7 and there terminating.

71ST STREET W

ARKANSAS AVENUE

NW CORNER OF LOT 7

N LINE OF LOT 7
N 89°24'04"E 30.00'

W LINE OF LOT 7

S 44°21'07"W 42.46'

7

Not to Scale

PROPOSED RESTRICTED USE EASEMENT DESCRIPTION

A restricted use easement being over, under and across all that part of Lot 7, Block 3, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat district, Dakota County, Minnesota, lying northwesterly of the following described line:

Commencing at the north west corner of said Lot 7, thence on assumed bearing of North 89 degrees 24 minutes 04 seconds East along the north line of said Lot 7, a distance of 30.00 feet to the point of beginning of the line to be described, thence South 44 degrees 27 minutes 07 seconds West, a distance of 42.46 feet to the west line of said Lot 7 and there terminating.

(This legal description shall become valid upon recording the plat of BLACKSTONE VISTA 3RD ADDITION)

This sketch does not purport to show the existence or nonexistence of any encroachments, liens or claims to the herein described land, easements or record or unrecorded easements which affect said land or any improvements to said land.

Depictes proposed easement

Sheet 1 of 1	PIONEERengineering CIVIL ENGINEER LAND PLANNER LAND SURVEYOR LANDSCAPE ARCHITECT 2422 Enterprise Drive Mendota Heights, MN 55120 (612) 681-1914 Fax: 681-0418 www.pioneereng.com	Cad File: 116187-SIGHT TRLANGLES.dwg Folder #: 7975 Drawn by: TSS	Description Sketch for: CalAtlantic

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 2, BLOCK 1, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 2, BLOCK 1, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 2, Block 1, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

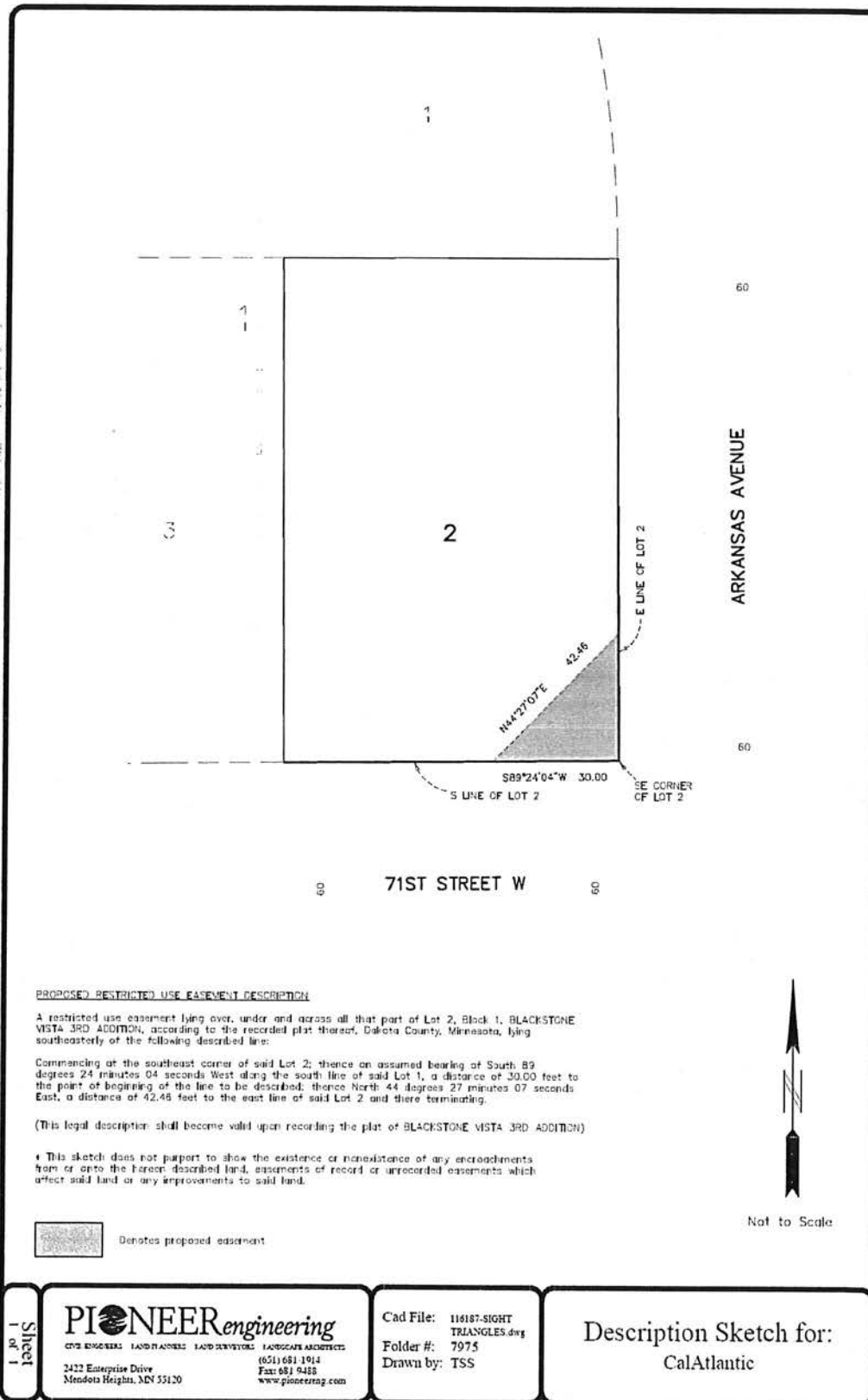
Lot 2, Block 1, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 2, Block 1, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 2; thence on assumed bearing of South 89 degrees 24 minutes 04 seconds West along the south line of said Lot 1, a distance of 30.00 feet to the point of beginning of the line to be described; thence North 44 degrees 27 minutes 07 seconds East, a distance of 42.46 feet to the east line of said Lot 2 and there terminating.

Depiction of Easement Area
(Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 6, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 6, Block 2, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

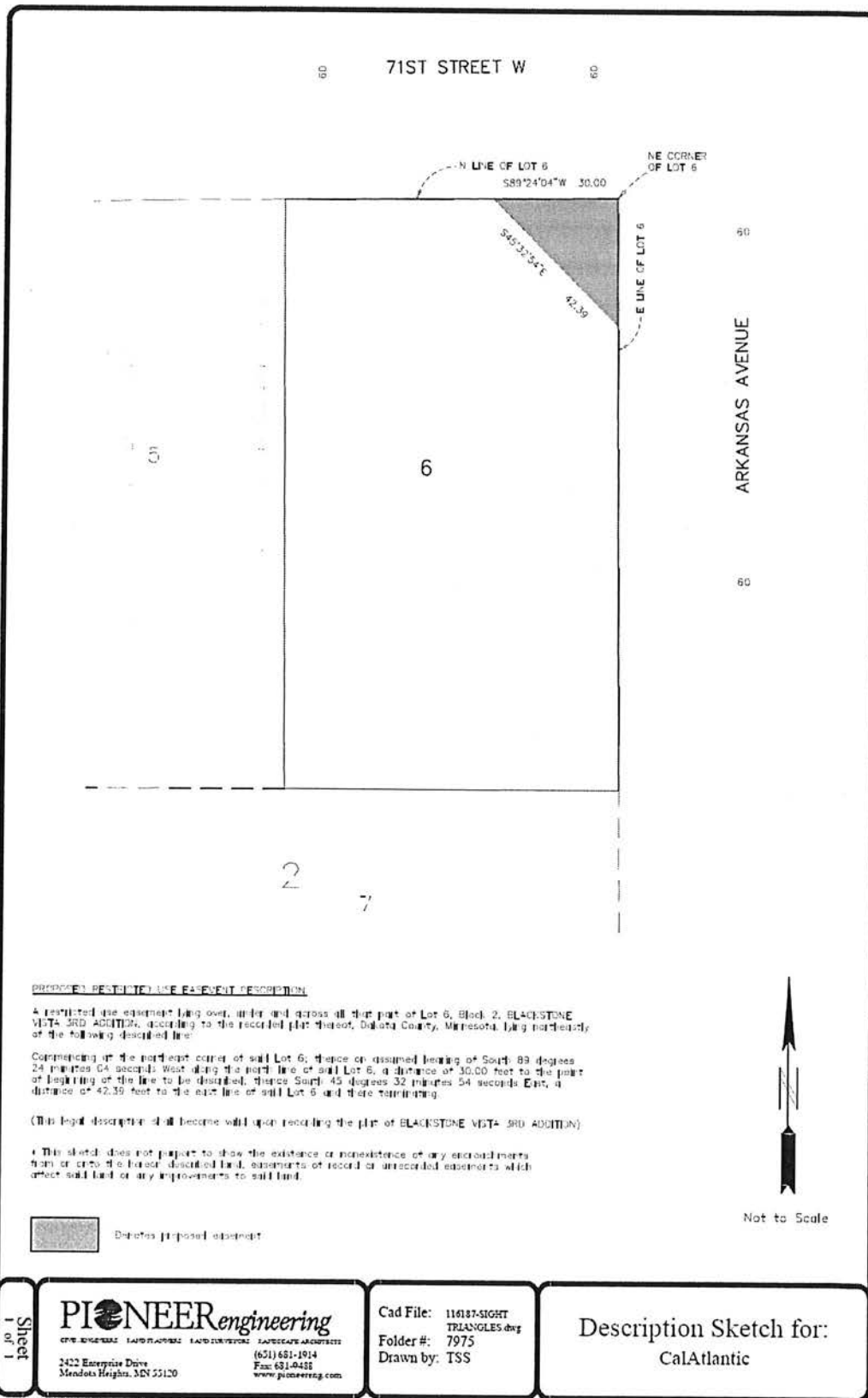
Lot 6, Block 2, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 6, Block 2, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying northeasterly of the following described line:

Commencing at the northeast corner of said Lot 6; thence on assumed bearing of South 89 degrees 24 minutes 04 seconds West along the north line of said Lot 6, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 45 degrees 32 minutes 54 seconds East, a distance of 42.39 feet to the east line of said Lot 6 and there terminating.

Depiction of Easement Area
(Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 2, BLOCK 3, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 2, BLOCK 3, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

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

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 2, Block 3, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

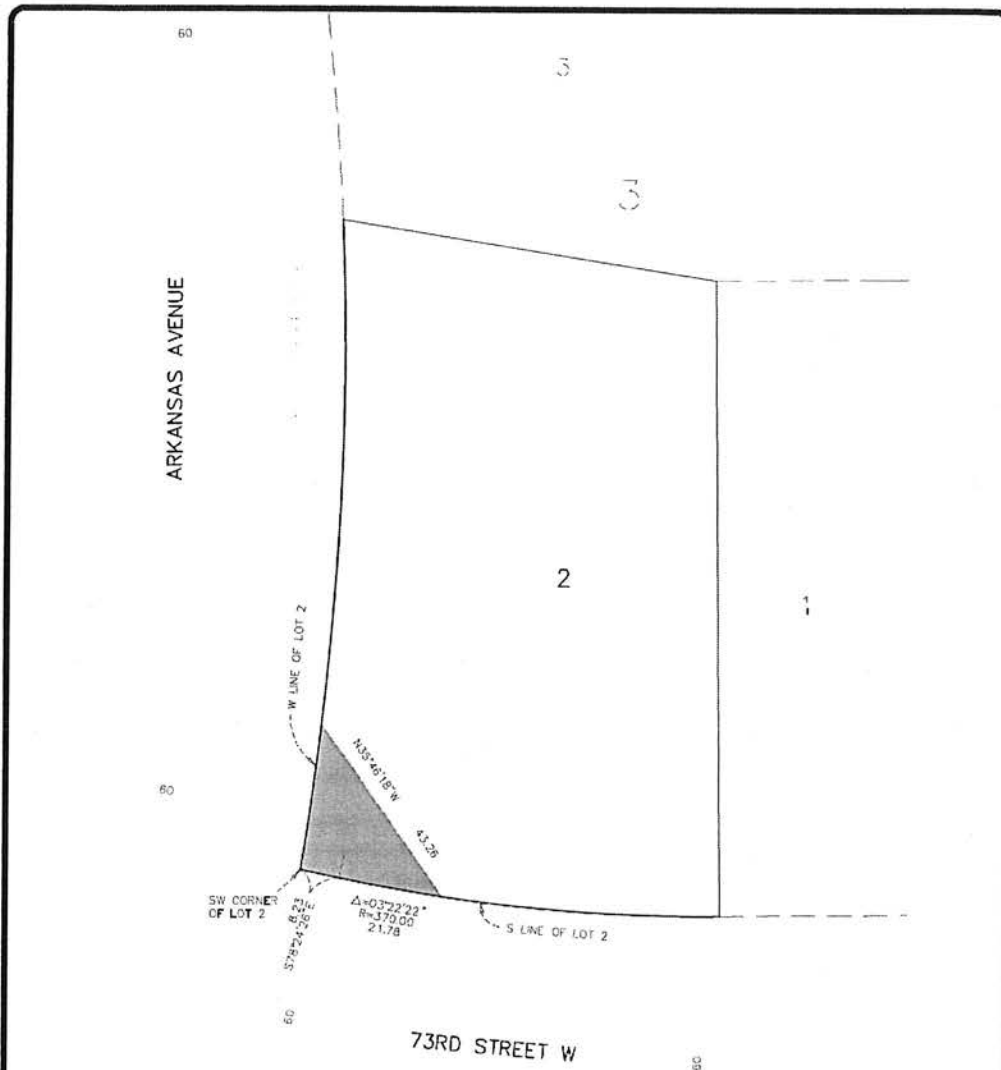
Lot 2, Block 3, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 2, Block 3, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 2; thence on assumed bearing of South 78 degrees 24 minutes 26 seconds East along the south line of said Lot 2, a distance of 8.23 feet; thence easterly, a distance of 21.78 feet, continuing along said south line and along a tangential curve concave to the northeast, having a radius of 370.00 feet and a central angle of 03 degrees 22 minutes 22 seconds, to the point of beginning of the line to be described; thence North 35 degrees 46 minutes 18 seconds West, a distance of 43.26 feet to the west line of said Lot 2 and there terminating.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED EASEMENT DESCRIPTION

A restricted use easement being over, under and across all that part of Lot 2, Block 3, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

Commencing at the southwest corner of said Lot 2, thence on assumed bearing of South 78 degrees 24 minutes 25 seconds East along the south line of said Lot 2, a distance of 8.23 feet, thence easterly, a distance of 21.78 feet, curving along said south line and along a tangential curve concave to the northeast, bearing a radius of 370.00 feet and a central angle of 03 degrees 22 minutes 22 seconds, to the point of beginning of the line to be described, thence North 35 degrees 46 minutes 18 seconds West, a distance of 43.26 feet to the west line of said Lot 2 and there terminating.

(This legal description shall become valid upon recording the plat of BLACKSTONE VISTA 3RD ADDITION.)

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

 Denotes proposed easement

Not to Scale

Sheet 1 of 1	PIONEEREngineering CIVIL ENGINEERS LAND SURVEYORS LAND CONSTRUCTORS LANDSCAPE ARCHITECTS 2422 Enterprise Drive Mendota Heights, MN 55120 (651) 681-1914 Fax: (651) 445- www.pioneereng.com	Cad File: 116187-SIGHT TRIANGLES.dwg Folder #: 7975 Drawn by: TSS	Description Sketch for: CalAtlantic
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© 2015 Pioneer Engineering, P.A.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 10, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 10, BLOCK 2, BLACKSTONE VISTA 3RD ADDITION (Easement Agreement) is made this 12th day of February, 2017, by and between CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 10, Block 2, Blackstone Vista 3rd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR
CALATLANTIC GROUP, INC., SUCCESSOR
BY MERGER TO THE RYLAND GROUP, INC.**

By: _____
Michael W. DeVoe
Its Operational Vice President

STATE OF _____)
)
COUNTY OF _____) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared Michael W. DeVoe, to me personally known, who being by me duly sworn, did say that he is the Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, successor by merger to The Ryland Group, Inc., a Maryland corporation, and that the foregoing instrument was executed on behalf of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc. by authority of the Boards of Directors of CalAtlantic Group, Inc., successor by merger to The Ryland Group, Inc.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

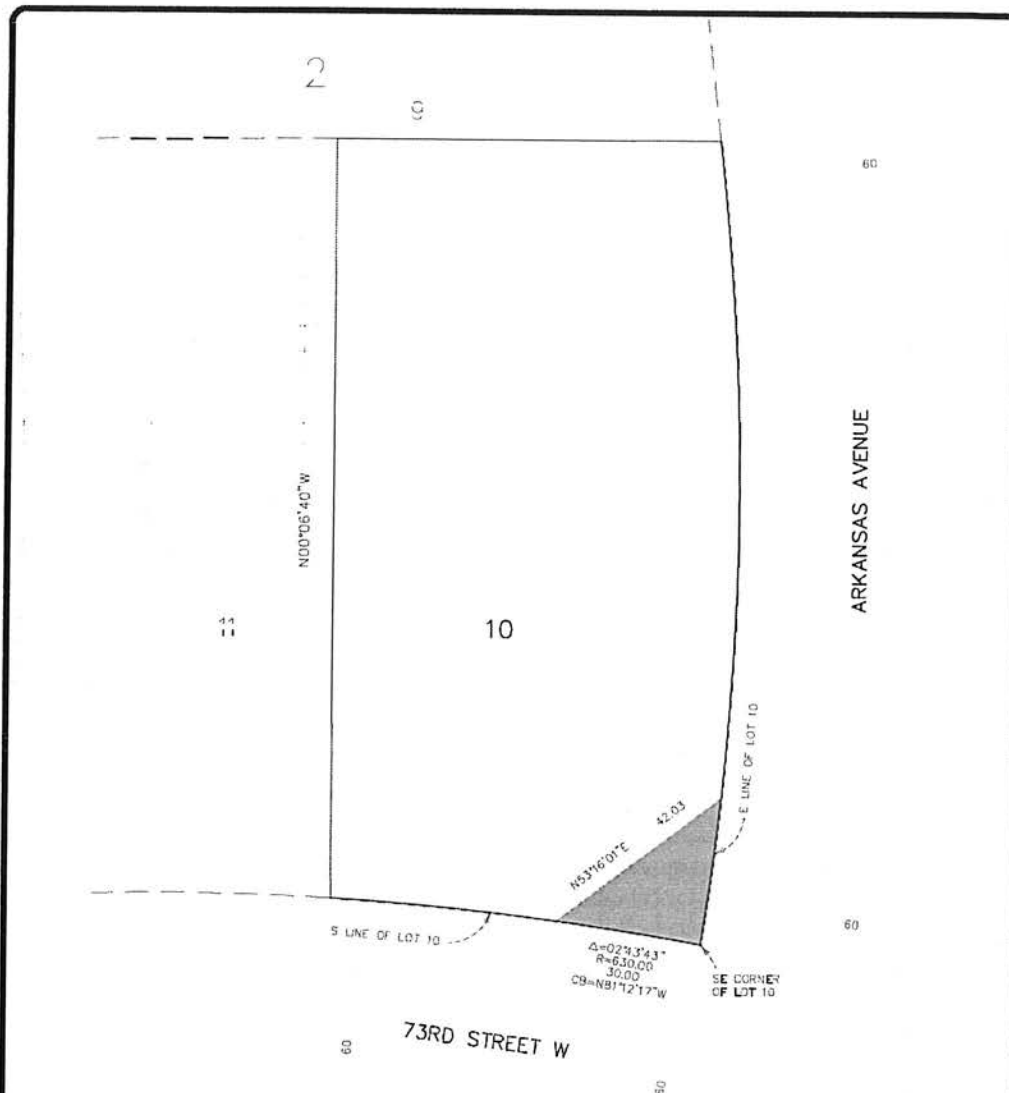
Lot 10, Block 2, Blackstone Vista 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 10, Block 2, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 10; thence northwesterly a distance of 30.00 feet, along the south line of said Lot 10 and along a curve concave to the south, having a radius of 630.00 feet, a central angle of 02 degrees 43 minutes 43 seconds and a chord bearing of North 81 degrees 12 minutes and 17 seconds West to the point of beginning of the line to be described (for purposes of this description the west line of said Lot 10, is assumed to have a bearing of North 00 degrees 06 minutes 40 seconds West); thence North 53 degrees 16 minutes 01 seconds East, a distance of 42.03 feet to the east line of said Lot 10 and there terminating.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED RESTRICTED USE EASEMENT DESCRIPTION

A restricted use easement lying over, under and across all that part of Lot 10, Block 2, BLACKSTONE VISTA 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 10; thence northeasterly a distance of 50.00 feet, along the south line of said Lot 10 and along a curve concave to the south, having a radius of 630.00 feet, a central angle of 02 degrees 43 minutes 43 seconds and a chord bearing of North 81 degrees 12 minutes and 17 seconds West to the point of beginning of the line to be described (for purposes of this description the west line of said Lot 10, is assumed to have a bearing of North 00 degrees 06 minutes 40 seconds West); thence North 53 degrees 16 minutes 01 seconds East, a distance of 42.03 feet to the east line of said Lot 10 and there terminating.

(This legal description shall become valid upon recording the plat of BLACKSTONE VISTA 3RD ADDITION.)

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

 Denotes proposed easement.

Not to Scale

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: (651) 681-0408
www.pioneereng.com

Cad File: 116187-SIGHT
TRIANGLES.dwg
Folder #: 7975
Drawn by: TSS

Description Sketch for:
CalAtlantic

© 2015 Pioneer Engineering, P.A.

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: February 12, 2018

FOR VALUABLE CONSIDERATION, CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlots A and B, Blackstone Vista 3rd Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: None.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation

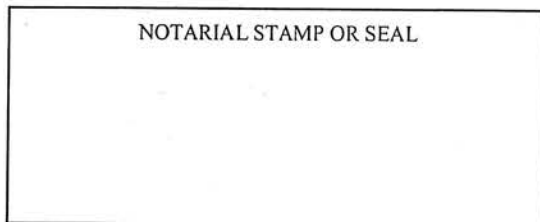
By: _____

Michael W. Devoe

Its: Operational Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on February ____, 2018, by Michael W. Devoe, as Operational Vice President of CalAtlantic Group, Inc., a Delaware corporation, as successor by merger to The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights
ATTN: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for Nuisance Abatement 2017

Meeting Date: February 12, 2018
Item Type: Consent Agenda
Contact: Nicole Cook, 450-2491
Prepared by: Nicole Cook, 450-2491
Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

- | | |
|--------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

The City Council is to consider:

- 1) A Resolution Declaring Costs to be Assessed and Ordering the Preparation of the Proposed Assessments for 2017 Nuisance Abatement
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

BACKGROUND

Costs to be assessed pertain to the City having to cut grass and remove garbage and refuse in order to abate a nuisance. City Code stipulates the grass height cannot exceed 8 inches in height. The property owners have been given the opportunity to submit payment for the work but have not done so.

When a complaint is received, an inspection is performed and the property owner is contacted and given seven (7) days in which to cut their grass. If the work is not done by the property owner, the City will cut the grass and assess the property.

Refuse that is considered a hazardous or public nuisance must also be removed within seven (7) days or the items will be removed and the cost assessed to the property.

There is a total of \$3,731.86 in assessments for 2017.

Staff recommends adopting the attached:

- 1) Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments
- 2) A Resolution Calling for a Hearing on Proposed Special Assessments

Enc: Resolutions (2)

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

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

**CITY PROJECT NUISANCE ABATEMENT 2017
RESOLUTION NO. _____**

WHEREAS, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2016 Nuisance Abatement

WHEREAS, the total final project cost is \$3,731.86

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

1. The amount to be specially assessed for City Project Nuisance Abatement 2017 is hereby declared to be \$3,731.86
2. The City Clerk, with the assistance of the City Administrator, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of February of 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

RESOLUTION CALLING FOR HEARING ON SPECIAL ASSESSMENTS

CITY PROJECT NUISANCE ABATEMENT 2017

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on February 12, 2018, the City Clerk was directed to prepare proposed assessments of the costs of abatement as follows:

2017 Abatements

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

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

1. A hearing shall be held on March 26, 2018 in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m. to consider upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of February, 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

SPECIAL ASSESSMENTS 2017

PROPERTY ADDRESS	PROPERTY OWNER	PID	COST	ADMIN FEES \$50	TOTAL
3782 77 th ST E FURNITURE REMOVAL	SAFWAT KHALIL	207116304020	\$175.00	\$50	\$225.00
5912 CONCORD BLVD LAWN CUT	WHITE BROS HOLDING CO	204325104060	\$150.52	\$50	\$200.52
3950 65 TH ST LAWN CUT	BASHIR MOGHUL	203655005041	\$113.00	\$50	\$163.00
9185 INVER GROVE TRL REFUSE REMOVAL	PAMELA LOSIE	200230028030	\$1175.00	\$50	\$1225.00
9124 BRODERICK BLVD TWO LAWN CUTS	LABELLE IGH LLC	201186402010	\$234.26 \$119.26	\$50	\$403.52
7033 CLAYTON AVE TWO LAWN CUTS	SARAH SREP	207116104290	\$179.26 \$119.26	\$50	\$348.52
7335 CLAYTON AVE THREE LAWN CUTS	LYNNE WATSON	208090000010	\$234.26 \$157.26 \$205.52	\$50	\$647.04
9079 BUCHANAN TRL LAWN CUT	A DAVID FLOR	201186501010	\$234.26	\$50	\$284.26
2809 73 RD ST TRASH REMOVAL	HEYWOOD INVESTMENTS	201821201010	\$185.00	\$50	\$235.00

TOTAL: \$3,731.86

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: February 12, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Cord
 Reviewed by: Janet Shefchik, HR Manager

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Admin

West, Benjamin, GIS Technician

Part-Time/Temporary/Seasonal Employment:

Parks & Recreation/VMCC

Brown, Sara, Lifeguard
 Burger, Denielle, Open Skate/Ticket Taker
 Clare, Rita, Guest Services Worker
 Deal, Rheanna, Lifeguard
 Friske, Anna, Lifeguard
 Grathen, Sawyer, Lifeguard
 McGuire, Caitlin, Guest Services Worker
 Schmitt, Renee, Guest Services Worker

Termination/Resignation/Retirement of Employment:

Fire

Dreher, Marco, Firefighter
 Weber, Joe, Firefighter/Fire Officer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.)

Meeting Date: February 12, 2018
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Steve W. Dodge, Asst. City Engineer
Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other:

PURPOSE/ACTION REQUESTED

Consider resolution approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.).

SUMMARY

City Project No. 2015-09D – Broderick Boulevard Reconstruction was ordered September 25, 2017 by Council. In order to construct the street and pathway improvements across an Xcel gas transmission line, an Xcel encroachment agreement is necessary to ensure proper protection of the private facilities during construction.

The City Attorney's office has reviewed the Xcel Encroachment Agreement. There are no Xcel fees associated with the agreement.

Engineering Division recommends adoption of the resolution approving Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction (80th Street to Concord Blvd.).

TJK/kf

Attachments: Resolution
Exhibit A
Agreement

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING XCEL ENCROACHMENT AGREEMENT FOR CITY PROJECT NO. 2015-09D –
BRODERICK BOULEVARD RECONSTRUCTION (80TH STREET TO CONCORD BLVD.)**

RESOLUTION NO. _____

WHEREAS, on September 25, 2017, City Project No. 2015-09D – Broderick Boulevard Reconstruction project was ordered by Council; and

WHEREAS, plans were approved on November 13, 2017 which included the street, pathway, and grading improvements across an Xcel gas transmission line; and

WHEREAS, Xcel requires an Xcel Encroachment Agreement be executed by the City in order to construct the improvements across the gas transmission line and easement.

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

1. The City Engineer is authorized to enter into the Xcel Encroachment Agreement for City Project No. 2015-09D – Broderick Boulevard Reconstruction project.

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of February 2018

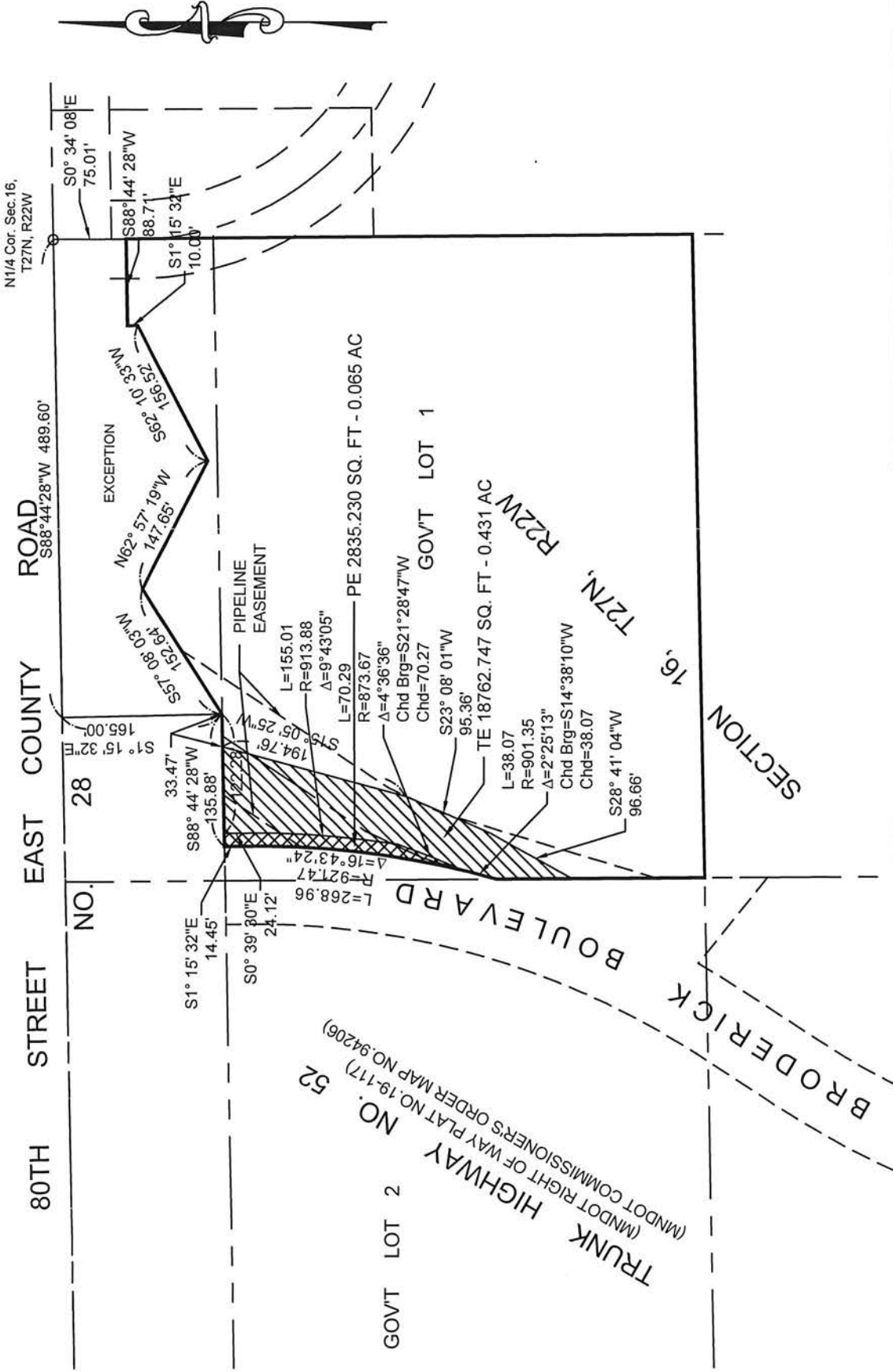
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



REV.	DESCRIPTION	BY	DATE

CITY OF INVER GROVE HEIGHTS
PERMANENT DRAINAGE, TRAIL AND SIDEWALK EASEMENT
& TEMPORARY CONSTRUCTION EASEMENT

STATE OF MINNESOTA TO CITY OF INVER GROVE HEIGHTS

Gorman Surveying, Inc.
 8640 HARRIET AVE. SO. SUITE 102
 BLOOMINGTON, MINNESOTA 55400
 (612) 346-6363 FAX (612) 346-9110

CHECKED BY: DATE:

DRAWN BY: R.W.C. DATE: 10-09-2017

HORIZONTAL SCALE IN FEET
 0 75 150

JOB NUMBER SHEET
 EXHIBIT 3 1 OF 1



825 Rice Street
Saint Paul, Minnesota 55117

01/24/2018

Tom Kaldunski, P.E.
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Emailed
Luke.Moren@kimley-horn.com

ENCROACHMENT AGREEMENT

Project: Broderick Boulevard Improvements
Rosemount Line TL0200

NE1/4 of NE1/4 of NW1/4, Sec. 16, T27, R22, Dakota County, MN

Property Address: Broderick Blvd (between 80th St & College entrance), Inver Grove Heights, MN

Dear Mr. Kaldunski;

Xcel Energy has reviewed the Broderick Boulevard Improvements encroachment request. The project consists of a roadway reconstruction, new trail/sidewalk, and grading modifications within portions of Xcel Energy's pipeline easement area. Said temporary and permanent easement areas are depicted on Exhibit "A", attached hereto. The construction plans submitted for review, dated 10/27/2017, prepared by Kimley-Horn, are acceptable to Xcel Energy provided the following conditions and requirements are adhered to:

1. Xcel Energy is not liable for injuries caused by, or costs incurred by, the City of Inver Grove Heights, their representative(s), contractors, or subcontractors (hereinafter jointly referred to as "Owner") because of work performed by Owner within the easement area for the project. The owner will indemnify Xcel Energy from any and all claims arising out of the work performed by Owner within the easement area for the project.
2. The Pipeline shall be shown on all relevant plan and profile sheets. The Pipeline size (16") and pressure (350-psig) shall also be noted on the plans.
3. Pothole(s) over the pipeline shall be performed to determine Pipeline elevation and location prior to finalizing construction plans.
4. The owner agrees to call the Xcel Energy Critical Events Desk (612-630-4366) at least 48 hours prior to excavating over Xcel Energy's pipeline.
5. Approval of the construction plans by Xcel Energy is required prior to releasing plans to bidders.

6. There is a protective coating on the steel Pipeline to prevent corrosion. If the coating (or pipe) is damaged in any way (scratched, gauged, etc.), Xcel Energy shall be contacted to make repairs. A note shall be added to the plans regarding the need for coating repair by Xcel Energy.
7. 48" of cover over the Pipeline must be maintained at all times.
8. Fill that results in excess of **eight (8) feet** of cover over the Pipeline or limits the ability to access the Pipeline must be reviewed and approved by Xcel Energy. **As stated above, Xcel Energy has reviewed and approved the proposed depth of cover per the plans submitted.**
9. No trees are permitted within 25 feet of the center of the Pipeline as measured at right angles.
10. No lightpoles are permitted within 25 feet of the center of the Pipeline as measured at right angles.
11. No manholes or catch basins are permitted within 25 feet of the center of the Pipeline as measured at right angles.
12. No buildings, structures or other obstructions will be permitted on the existing easement.
13. The Owner agrees that any proposed plans will not retain water for extended periods of time within the existing easement.
14. The Owner agrees to not excavate in or around the existing easement without first obtaining permission from Xcel Energy.
15. The Owner agrees that should Xcel Energy have to relocate any facilities as a result of the any proposed construction, the cost of relocating these facilities will be the sole cost of the Owner.
16. Construction equipment is not permitted over the top of the Pipeline in areas where less than **three (3)** feet of cover is present.
17. A minimum of **one (1) foot** clearance must be maintained between the Pipeline and other utilities, the presence of which are not permitted without Xcel Energy approval. Buried electric, telephone, and cable lines shall be installed in conduit within the easement.
18. The maximum unsupported length of the 16 inch steel Pipeline at any time shall be forty (40) feet.
19. The Owner is responsible for adequately compacting any disturbed soil adjacent to the Pipeline.
20. Xcel Energy must be able to enter upon the property to survey, locate, and perform maintenance on the Pipeline at any time.
21. Xcel Energy must be allowed to erect signs for the purpose of warning that the Pipeline is present.
22. The Owner is responsible for coordinating with Xcel Energy, the replacement of any Pipeline markers disturbed during any future construction.
23. The Owner is responsible for coordinating with Xcel Energy, the adjustment of any test leads and valve boxes disturbed during any future construction.
24. The Owner agrees that any repairs or future damage to owner's facilities within the easement caused by Xcel Energy inspection, maintenance or repairs of the pipeline will be the sole cost and the sole responsibility of the Owner.

25. All the requirements of **Gopher State One Call** must be followed in accordance with state law.

26. Xcel Energy reserves the right to inspect the condition of the Pipeline during construction.

It is the express condition of this consent that all other terms and conditions of that certain Easement recorded as Document No. 131205 and by that Partial Release of Easement as Document No. 1472311 shall remain in full force and effect.

A copy of the signed Encroachment Agreement shall be kept on site, available for review by Xcel Energy representatives, until all construction and site restoration has been completed.

To acknowledge receipt of and agreement with the terms of this consent, prior to the commencement of any activities, please sign this letter and return it to me by fax. this signed agreement is not received back within 30 days of the date of this agreement, it will be presumed that you are not in agreement with its content and this agreement will be considered null and void, the file will be closed, your request will need to be resubmitted and the City or County Zoning Office will be notified of our action. Any changes to this original agreement shall make this agreement null and void unless initialed by both parties.

To acknowledge receipt of and agreement with the terms of this consent, please sign and return to my attention.

Sincerely,

ACCEPTED:

David Malek
Staff Engineer
651.229.2263

By: _____

Printed Name: _____

Its: _____

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Plans and Specifications, Authorizing Advertisement for Bids for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Thomas Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

- | | |
|-------------------------------------|--|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund, Special Assessments |

PURPOSE/ACTION REQUESTED

Consider resolution approving plans and specifications, authorizing advertisement for bids for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SUMMARY

Council held the public improvement hearing, ordered the project, authorized preparation of plans and specifications, and authorized easement acquisition on September 25, 2017 with respect to City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

The final plans and specifications have been prepared by Short Elliot Hendrickson, Inc. The bid opening is tentatively scheduled for March 14, 2018 in order for Council to receive bids and call for an assessment hearing on March 26, 2018. Staff has received confirmation from property owners of 9385 and 9410 Abigail Court that they are in general agreement of conveying the easements necessary to build the project. MnDOT has requested the project start after July 4th in coordination with the T.H. 3 reconstruction project.

Staff recommends that Council approve the resolution approving plans and specifications and authorizing advertisement for bids for the 2018 Pavement Management Program, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction.

SDT/kf

Attachment: Resolution
 Plans

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

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING
ADVERTISEMENT FOR BIDS FOR THE 2018 PAVEMENT MANAGEMENT PROGRAM, CITY
PROJECT NO. 2017-09E – 93RD STREET/ABIGAIL COURT AREA RECONSTRUCTION**

RESOLUTION NO. _____

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the September 25, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, City Project No. 2017-09E – 93rd Street/Abigail Court Area Reconstruction was ordered, by City Council on September 25, 2017.

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

1. The plans and specifications for City Project No. 2017-09E are hereby approved.
2. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2017-09E.
3. The contract for these improvements shall be no later than three years after the adoption of the resolution.

Adopted by the City Council of Inver Grove Heights this February 12, 2018

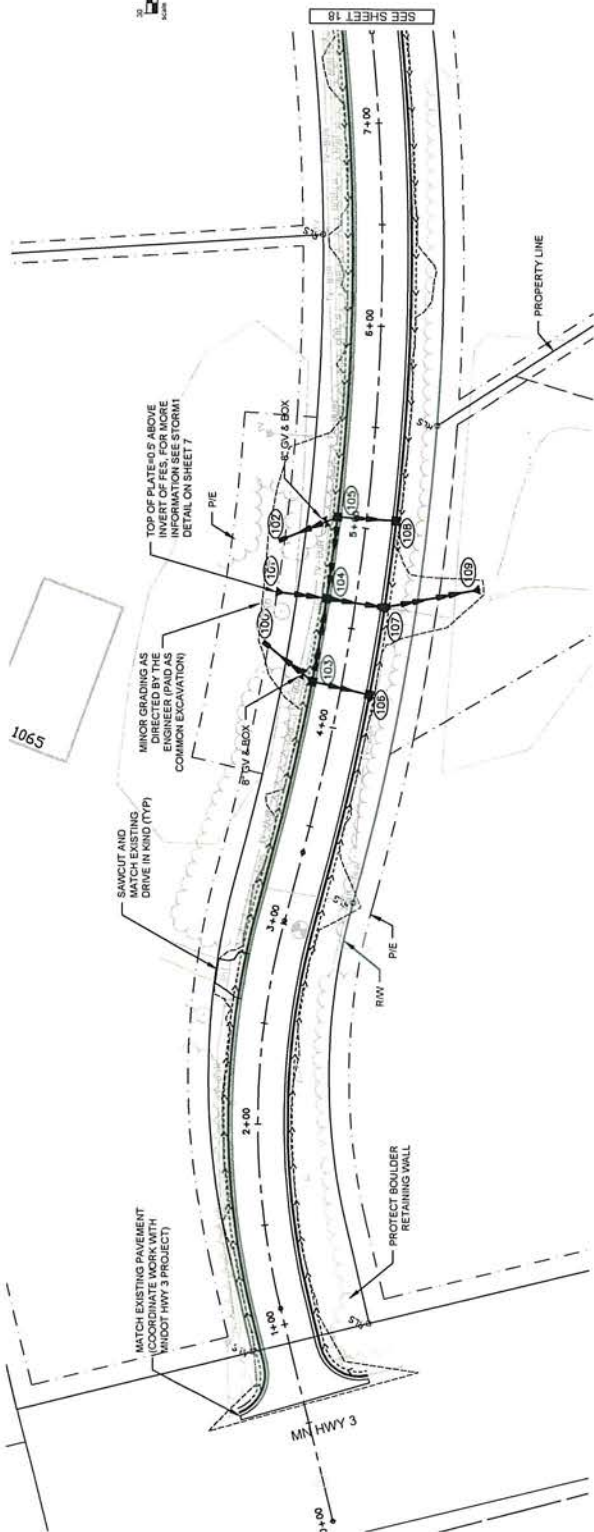
AYES:

NAYS:

George Tourville, Mayor

ATTEST

Michelle Tesser, City Clerk



93RD STREET

Profile view of a road section showing elevations, stationing, and cross-sections.

Profile Data:

- Station 845: Elevation 845.3
- Station 850: Elevation 850.0
- Station 855: Elevation 855.0
- Station 860: Elevation 860.0
- Station 865: Elevation 865.0
- Station 870: Elevation 870.0
- Station 875: Elevation 875.0
- Station 880: Elevation 880.0

Grades:

- 5.23%
- 5.35%
- 6.00%

Key Points:

- PVI STA=1+06
- PVI STA=2+40.00
- PVI STA=3+15.00
- PVI STA=6+70.00
- PVI STA=7

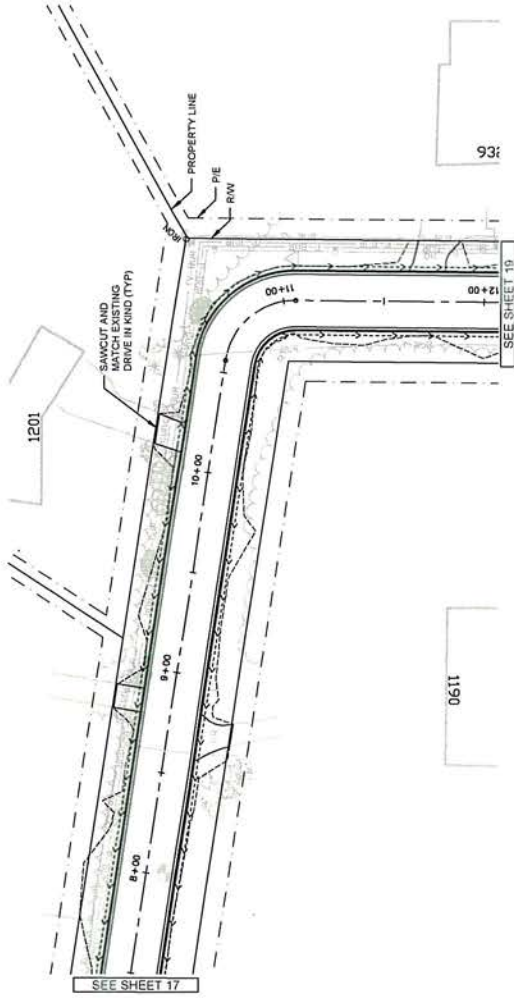
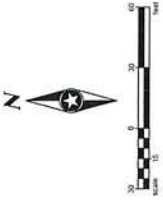
Cross-sections (CS1, CS2, CS3):

- CS1: STA=4+19.33, EL=482.69, PVI STA=5.00, PVI EL=458.68, L=300, M=7.02
- CS2: STA=4+62.78, TC=862.36, R=306.7/B, 48' CBMH, STA=4+20.56, TC=862.64, R=306.7V
- CS3: STA=5+03.97, TC=862.67, R=306.7V, 48' CBMH

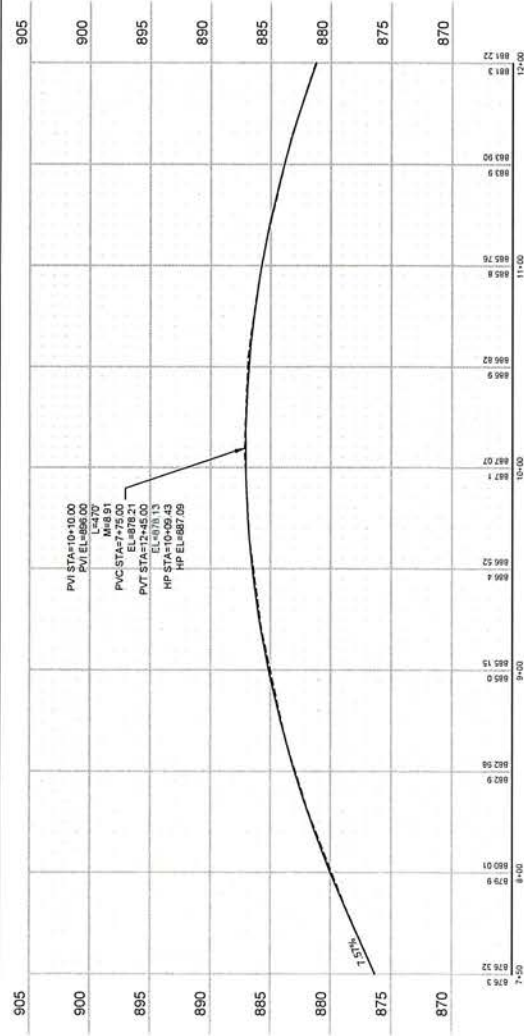
Other Data:

- 42 LF 15' RCP CL V @ 0.68%
- 41 LF 15' RCP CL V @ 0.68%
- 4' SUMP: INV. 855.47 (N), INV. 855.66 (W), INV. 857.90 (S)
- 4' SUMP: INV. 854.26 (N), INV. 855.27 (NW), INV. 855.28 (E)
- 4' SUMP: INV. 855.47 (NE), INV. 855.68 (SE), INV. 857.90 (SW)

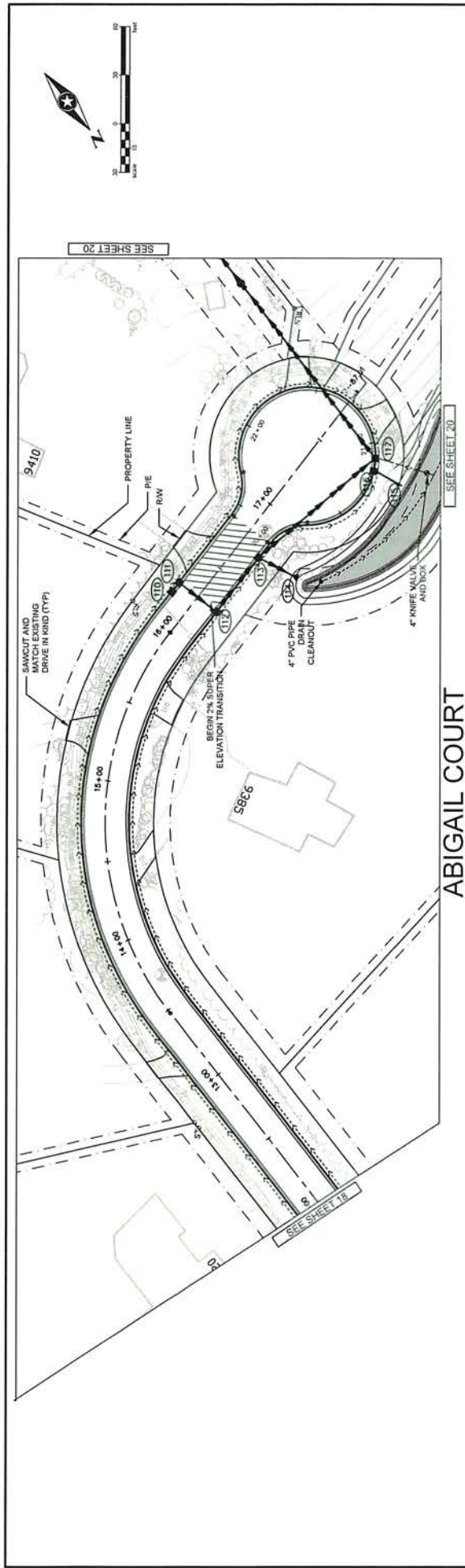
17	FILE NO. 136126	34
INVER GROVE HEIGHTS, MINNESOTA CONSTRUCTION PLAN 93RD ST AREA RECONSTRUCTION		
PLACING SEE 400-2600 N333 WABASH CENTER DR. ST. PAUL, MN 55110-5166 www.sehinc.com SEH		
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. CATEGORY: F. ANDERSON, PE Lic. No. 258350 Date: 12-10-17		
REVISIONS		
NO.	BY	DATE
DESIGN TEAM		
CHECKED BY:		
DESIGNER:		
DRAWN BY:		



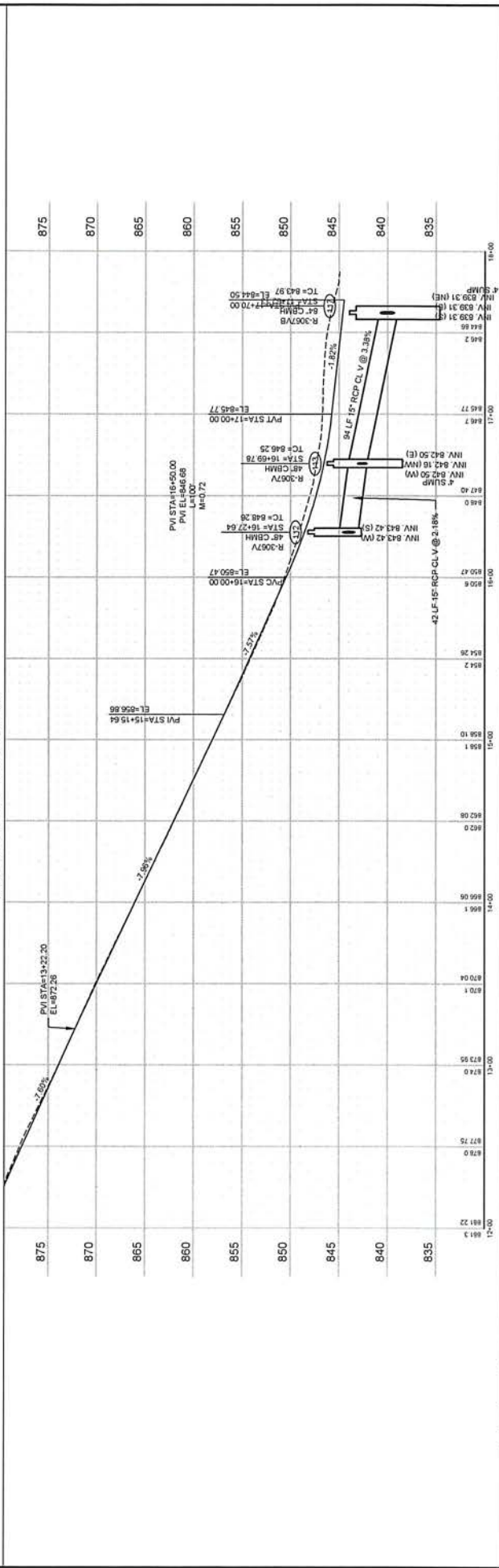
93RD STREET - ABIGAIL COURT



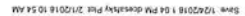
DRAWN BY: <u> </u>		DESIGNER: <u> </u>		CHECKED BY: <u> </u>		DESIGN TEAM	
NG	BT	NG	BT	NG	BT	NG	BT
INVER GROVE HEIGHTS, MINNESOTA PHONE: 631-490-2020 3111 PAUL AVENUE ST. PAUL, MN 55110-3706 www.sahnc.com				CONSTRUCTION PLAN 93RD ST AREA RECONSTRUCTION			
18 FILE NO. 138128				34			



ABIGAIL COURT



DRAWN BY: DESIGNER: CHECKED BY: DESIGN TEAM:	INVER GROVE HEIGHTS, MINNESOTA PROJECT: 531-490-2000 5117 FALLS AVE. SUITE 200 INVER GROVE HEIGHTS, MN 55120-5106 www.sehinc.com	CONSTRUCTION PLAN 93RD ST AREA RECONSTRUCTION	FILE NO. 130128	19 34
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Scheduling a Public Hearing to Consider Ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director


Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Pavement Management Fund |

PURPOSE/ACTION REQUESTED

Consider resolution scheduling a public hearing to consider ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

SUMMARY

Council received the feasibility report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements on December 11th and authorized Staff to complete negotiations with Arbor Pointe Association, Inc. (APAI). The City is responsible for 30 street lights and APAI 33 street lights of the 63 total in the planned unit development (PUD) shared system. Staff has completed negotiations with APAI and Xcel Energy. Public Works and APAI are proposing the direct-bury fiberglass pole standard payment option (rather than base-mounted aluminum poles).

We are proposing a revision to the map that identifies which lights each entity is responsible for (see attached exhibit), individual contracts with Xcel Energy, and an amended agreement with the APAI as prepared by the City Attorney.

Paul Roth, New Concepts Management (the association's property manager), has provided a letter (attached) sharing the Board's approval of the amended agreement, preference of the direct-bury fiberglass pole option, and approval of the Xcel contracts.

For the 30 street lights the City is responsible for, the total project cost is estimated at \$188,200 (\$171,100 construction cost plus 10% contingency). This cost would cover removal of the old system, installation of the new system and all necessary restoration. The monthly operation and maintenance rate presented in the feasibility report has increased from \$21.87 to \$24.54, which changes the City's annual operation and maintenance costs from \$7,873.20 to \$8,834.40 for 30 street lights.

The public hearing for City Project No. 2018-04 is scheduled to be held on March 11, 2018. The public hearing notice will be published in the City's official newspaper and sent to APAI. An informational meeting will be held on Wednesday, February 28, 2018.

I recommend approving the resolution scheduling a public hearing to consider ordering City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements.

TJK/kf

Attachments: Resolution
 Letter from APAI Property Manager
 Map of Proposed 2018 Shared Street Light System

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

**RESOLUTION SCHEDULING A PUBLIC HEARING TO CONSIDER ORDERING CITY PROJECT NO.
2018-04 – ARBOR POINTE PUD SHARED STREET LIGHT SYSTEM IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, on December 11, 2017, the City Council received the Feasibility Report for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System and directed staff to complete negotiations between Arbor Pointe Association, Inc. (APAI); and

WHEREAS, Staff has completed negotiations with APAI and Xcel Energy where the City is responsible for 30 street lights and APAI is responsible for 33 street lights; and

WHEREAS, the APAI master association board has agreed to the Xcel Energy Agreement, 4th Amended Maintenance Agreement, and the proposed 2018 map depicting street light ownership shared responsibility; and

<u>Project No.</u>	<u>Improvements</u>
2018-04	Arbor Pointe PUD Shared Street Light System Improvements

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

1. A public hearing for City Project No. 2018-04 will be held on such improvements at 7:00 p.m. on March 11, 2018 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required.
2. The contract for these improvements shall be let no later than three years after the adoption of this resolution.
3. The estimated total project cost for the City's 30 street lights is \$188,200 with \$8,834.40 in annual operation and maintenance costs.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of February 2018

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Your property is our priority

January 18, 2018

Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Re.: Arbor Pointe Street Lights

Dear Steve,

As you know I am the Association Manager for the Arbor Pointe Master Association. The Master Association Board of Directors held a Board meeting last night. The meetings are held every other month.

Following are actions the Board took last night that pertain to the street light replacement project.

Maintenance Agreement

The Board approved the proposed fourth amendment to the maintenance agreement between Arbor Pointe Master Association and the City of Inver Grove Heights dated 1-10-18 prepared by Levander, Gillen, & Miller, P.A.

Street Light Pole Type

The Board re-affirmed its past position that Arbor Pointe prefers the fiberglass pole option but would agree to the use of metal poles for the sake of uniformity if the City prefers metal. In re-affirming this decision the Board considered the lesser cost of the fiberglass poles, the low chance of Arbor Pointe ever wishing to attach banners or other items to the poles, and the lack of responsibility the Association will have for any repair or maintenance the poles may need in the future.

Xcel Energy Construction Contracts

The Board approved the two construction contracts labelled 1A and 1B prepared by Xcel and provided to us and to you by Angela Adesoro on 1-12-18.

The Board and I thank you for the assistance and cooperation extended to us by the City and we look forward to the successful completion of the project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'PR', is written over a horizontal line.

NEW CONCEPTS MANAGEMENT GROUP, INC.

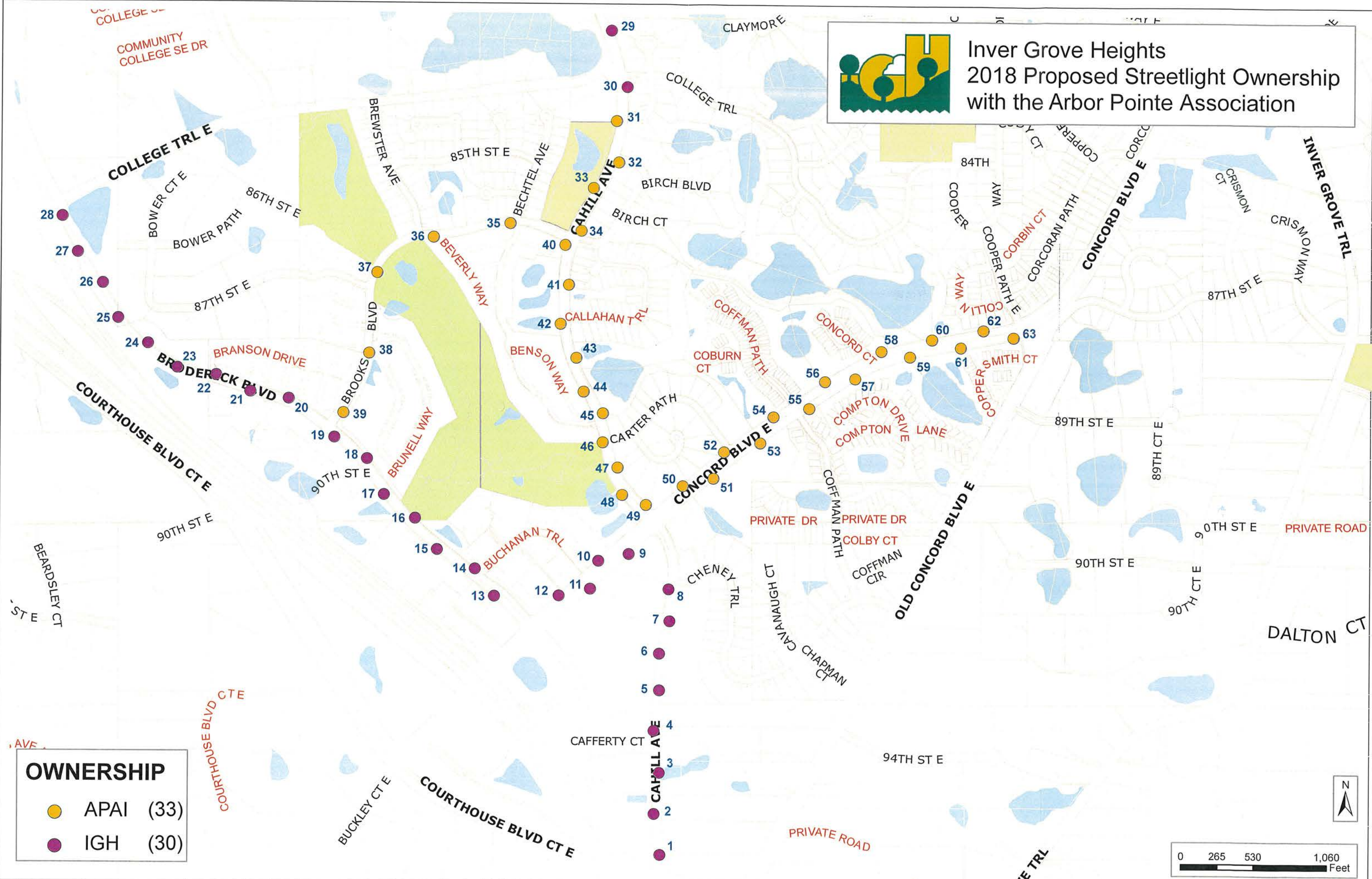
Paul Roth
Executive Vice President

5707 Excelsior Blvd
St. Louis Park, MN 55416

P: 952.922.2500
newconceptsgroup.com

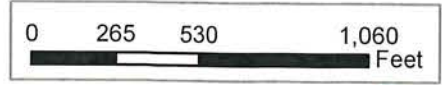


Inver Grove Heights 2018 Proposed Streetlight Ownership with the Arbor Pointe Association



OWNERSHIP

- APAI (33)
- IGH (30)



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Retaining Wall Maintenance Agreement, Temporary Construction Easement Agreement, Permanent Pedestrian Sidewalk Agreement and Settlement Agreement for Lot 3, Block 1, Arbor Pointe 11th Addition (9087 Broderick Boulevard)

Meeting Date:	February 12, 2018	Fiscal/FTE Impact:
Item Type:	Consent	☐ None
Contact:	Thomas J. Kaldunski, 651-450-2572 <i>PK</i>	☐ Amount included in current budget
Prepared by:	Steve W. Dodge, Assistant City Engineer	☐ Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director <i>SDT</i>	☐ FTE included in current complement
		☐ New FTE requested – N/A
		☒ Other: Pavement Management Fund, Special Assessments, Utility Funds, DEED Grant, MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds

PURPOSE/ACTION REQUESTED

Consider resolution approving Retaining Wall Maintenance Agreement, Temporary Construction Easement Agreement and Permanent Pedestrian Sidewalk Agreement for Lot 3, Block 1, Arbor Pointe 11th Addition (9087 Broderick Boulevard).

SUMMARY

Staff is has worked with the affected owner on the necessary agreements for City Project No. 2015-09D Broderick Boulevard Reconstruction for an existing retaining wall, a temporary construction easement and a permanent sidewalk easement for new sidewalk improvements.

The owner, Wallmark Properties, L.L.C. (Holiday Gas Station) has signed the agreements. The City will be paying the property owner \$23,400.00 for the easement acquisitions which is the Appraiser's recommended benefit amount.

Staff recommends approval of the attached resolution approving the Agreements for Lot 3, Block 1, Arbor Pointe 11th Addition (9087 Broderick Boulevard).

SWD/kf

Attachments: Resolution
Agreements (3)

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

**RESOLUTION APPROVING RETAINING WALL MAINTENANCE AGREEMENT,
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT AND PERMANENT
PEDESTRIAN SIDEWALK AGREEMENT FOR LOT 3, BLOCK 1, ARBOR POINTE 11TH
ADDITION (9087 BRODERICK BOULEVARD)**

RESOLUTION NO. _____

WHEREAS, on September 25, 2017, the City Council ordered City Project No. 2015-09D – Broderick Boulevard Reconstruction project; and

WHEREAS, a proposed sidewalk and appurtenant improvements encroach on the property of 9087 Broderick Boulevard; and

WHEREAS, as a part of City Project No. 2015-09D – Broderick Boulevard Reconstruction, the owner of 9087 Broderick Boulevard has agreed to a Retaining Wall Maintenance Agreement, Temporary Construction Easement Agreement, Permanent Pedestrian Sidewalk Agreement, and Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project No. 2015-09D – Broderick Boulevard Reconstruction, the property owner of 9087 Broderick Boulevard and the City of Inver Grove Heights hereby agree to the terms and conditions as outlined in the Retaining Wall Maintenance Agreement, Temporary Construction Easement Agreement and Permanent Pedestrian Sidewalk Agreement.
2. The City agrees to reimburse owner of 9087 Broderick Boulevard for the temporary and permanent easement acquisitions in an amount of \$23,400.
3. The cost of the easement acquisition will be funded through the Pavement Management Fund.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

RETAINING WALL MAINTENANCE AGREEMENT
FOR LOT 3, BLOCK 1, ARBOR POINTE 11th ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT FOR LOT 3, BLOCK 1, ARBOR POINTE 11th ADDITION (hereafter referred to as "Agreement") is made, entered into and effective this 8th day of December 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Wallmark Properties, L.L.C., a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Lot Owner.** "Lot Owner" means Wallmark Properties, L.L.C., a Minnesota limited liability company, and its successors and assigns.

1.4 **Retaining Wall Facilities.** "Retaining Wall Facilities" means each and all of the following, individually and collectively, to the extent located within the Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 **Retaining Wall Construction Plan.** "Retaining Wall Construction Plan" means the Plan prepared by Ryan Companies US, Inc., with Site Revisions dated March 27, 2000. The Retaining Wall Construction Plan is on file with the City and attached hereto and incorporated herein as **Exhibit B**.

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

1.7 Responsible Owner. “Responsible Owner” means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner has constructed the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Responsible Owner to encroach within the City’s permanent easement area with the Retaining Wall Facilities if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

Recital No. 5. Lot Owner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Lot Owner has constructed and installed the Retaining Wall Facilities in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exists. The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structural sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make

payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Improvement Agreement. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Improvement Agreement between the parties of even date herewith, then the City will allow the Responsible Owner to encroach within the City's permanent easement area with the Retaining Wall Facilities.

ARTICLE 5 **MISCELLANEOUS**

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6.

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

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

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

5.5 Consent. Lot Owner consents to the recording of this Agreement.

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

If to City:

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

If to Lot Owner:

Wallmark Properties, L.L.C.
Attention: _____

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser 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

**LOT OWNER
WALLMARK PROPERTIES, L.L.C.**

By: Mark Fritz

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~DAKOTA~~)
 WASHINGTON

On this 11 day of JAN, 2017, before me a Notary Public within and for said County, personally appeared MARK FRITZ, to me personally known, who being by me duly sworn, did say that (s)he is the CHIEF MANAGER of Wallmark Properties, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Wallmark Properties, L.L.C., by authority of the Boards of Governors of Wallmark Properties, L.L.C.



Shelly Haslach
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lot 3, Block 1, Arbor Pointe 11th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

[illegible]

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 8th day of December 2017, between Wallmark Properties, L.L.C., a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A temporary non-exclusive easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and

- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and
- c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 Temporary Easement Area or the Landowner's Property prior to the date hereof.

The City agrees that, in exercising the easement rights granted herein, the City shall be responsible and pay for any damage caused to the pylon sign or the retaining wall located within the Easement Area. After the construction of City Project No. 2015-09D (the "Project") is completed; the City shall restore the pylon sign and the retaining wall to substantially the same condition that existed prior to commencement the Project.

Throughout the duration of the Project, the City will use its best efforts to maintain access to and from the Landowner's Property to and from Broderick Boulevard. In addition, throughout the duration of the Project, the City will use its best efforts to maintain two-way traffic on Broderick Boulevard from Concord Boulevard to Brooks Boulevard.

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

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

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

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

LANDOWNER:

Wallmark Properties, L.L.C.

By: Mark Feitz

Its: Chief Manager

STATE OF MINNESOTA)

)

ss.

COUNTY OF ~~DAKOTA~~)

WASHINGTON

On this 11 day of JAN, 2017, before me a Notary Public within and for said County, personally appeared MARK FEITZ, to me personally known, who being by me duly sworn, did say that he is the CHIEF MANGER of Wallmark Properties, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Wallmark Properties, L.L.C., by authority of the Boards of Governors of Wallmark Properties, L.L.C.



Shelly Haslach
Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 3, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota.

Abstract Property.

EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

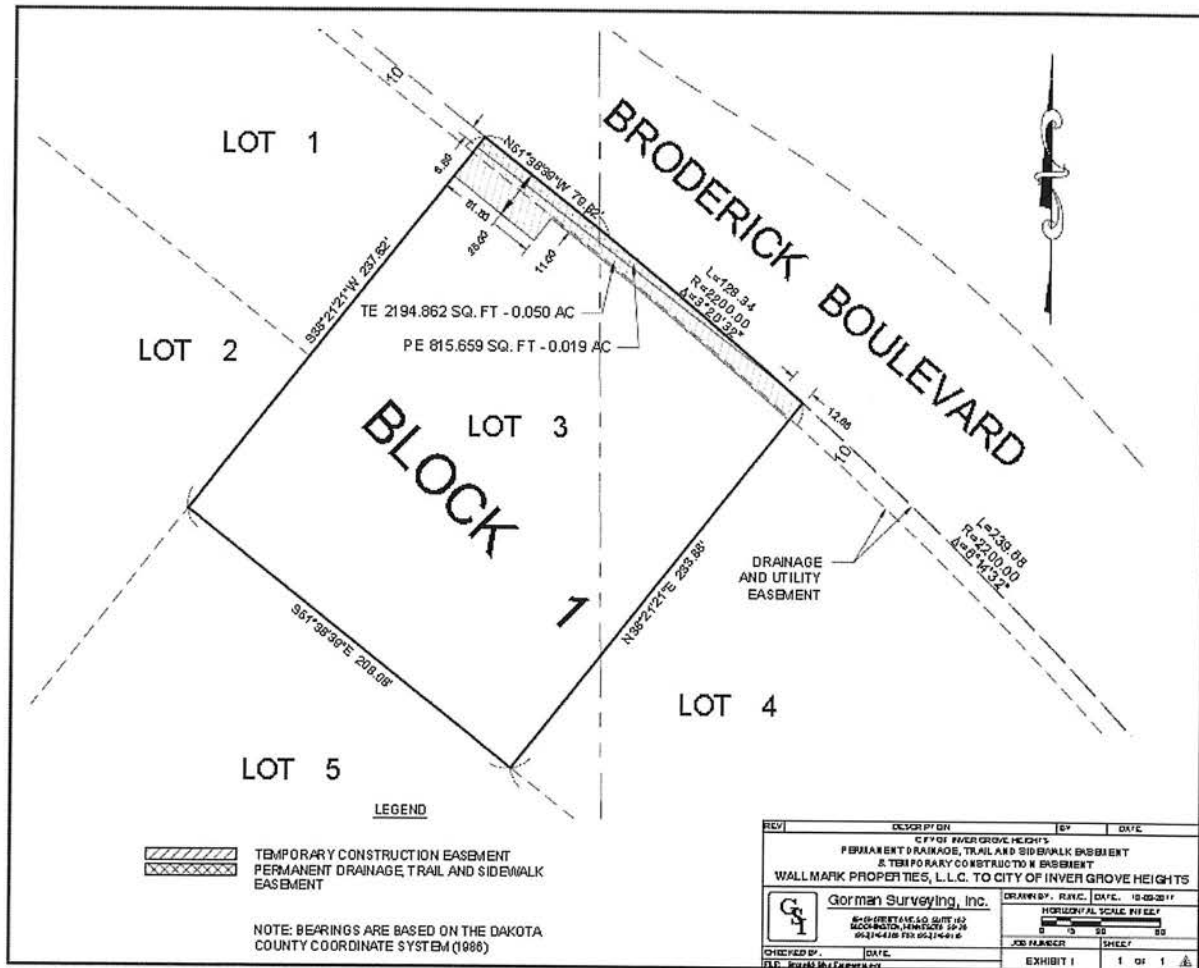
A temporary easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property described as follows:

The northerly 11.00 feet of Lot 3, except the westerly 51.50 feet; and

The northerly 25.00 feet of the westerly 51.50 feet of Lot 3.

Said temporary easement containing 3010.521 Sq. Ft., 0.069 Acres.

DEPICTION OF TEMPORARY EASEMENT AREA



PERMANENT PEDESTRIAN SIDEWALK EASEMENT

THIS PERMANENT PEDESTRIAN SIDEWALK EASEMENT ("Easement") is made, granted and conveyed this 8th day of December, 2017, between Wallmark Properties, L.L.C., a Minnesota limited liability company, hereinafter referred to as the "Landowner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever a **permanent easement and right-of-way for a sidewalk (including, without limitation, the construction, maintenance, repair and use of a sidewalk)** over, under, across, through and upon the following described premises (the "Easement Area") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational sidewalk shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles, electric personal assistive devices, vehicles that may be required by the Americans with Disabilities Act and motorized vehicles used by the City for maintenance, law enforcement or other public uses may be used in the Easement Area. The Easement Area will not be used by other motorized vehicles, or by all-terrain vehicles, or by snowmobiles, and the Easement Area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the sidewalk and related improvements, over, under, across, through

and upon the Easement Area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

WALLMARK PROPERTIES, L.L.C.

By: 

Its: Chief Manager

STATE OF MINNESOTA)

)
SS.

COUNTY OF WASHINGTON)

On this 11 day of JAN, 2017, before me a Notary Public within and for said County, personally appeared MARK FRITZ, to me personally known, who being by me duly sworn, did say that he is the CHIEF MANAGER of Wallmark Properties, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Wallmark Properties, L.L.C., by authority of the Boards of Governors of Wallmark Properties, L.L.C.




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 EASEMENT AREA

A permanent easement and right-of-way for sidewalk purposes (including, without limitation, the construction, maintenance, repair and use of a sidewalk) over, under, across, through and upon that portion of **Lot 3, Block 1, Arbor Pointe 11th Addition**, Dakota County, lying northeasterly of the following described line:

Commencing at the northerly corner of Lot 3, Block 1, Arbor Pointe 11th Addition; thence southwesterly along the line between Lot 1, Arbor Pointe 11th Addition and Lot 3, Arbor Pointe 11th Addition for a distance of 6.50 feet to the point of beginning of the line to be described; thence southeasterly to a point on the northeast line of Lot 3, Arbor Pointe 11th Addition, a distance of 12.86 feet northwesterly from the easterly corner of Lot 3, Arbor Pointe 11th Addition and there terminating.

Said permanent easement containing 815.659 Sq. Ft., 0.019 Acres.

Abstract Property

BRODERICK BOULEVARD

BLOCK 7

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PEDESTRIAN SIDEWALK EASEMENT

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM (1986)

L=239.68
R=2200.00
Δ=6°14'32"

DRAINAGE
AND UTILITY
EASEMENT

L=128.34
R=2200.00
Δ=3°20'32"

TE 2194.862 SQ. FT - 0.050 AC
PE 815.659 SQ. FT - 0.019 AC

N38°21'21"E 233.88'

S51°38'33"E 208.08'

S38°21'21"W 237.62'

REV.	DESCRIPTION	BY	DATE
	CITY OF INVER GROVE HEIGHTS PERMANENT PEDESTRIAN SIDEWALK EASEMENT & TEMPORARY CONSTRUCTION EASEMENT WALLMARK PROPERTIES, L.L.C. TO CITY OF INVER GROVE HEIGHTS		
DRAWN BY: R.W.C. DATE: 10-09-2017 8640 HARRIET AVE. SO. SUITE 102 BLOOMINGTON, MINNESOTA 55420 (952)346-8300 FAX (952)346-9110			
CHECKED BY:  DATE:		HORIZONTAL SCALE IN FEET 0 15 30 60 SHEET JOB NUMBER EXHIBIT 1 1 OF 1	

**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made, granted and conveyed this 12th day of February, 2018, between Wallmark Properties, L.L.C., a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

Lot 3, Block 1, Arbor Pointe 11th Addition, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2015-09D (the "Project"), the City purchased certain permanent and temporary easements and a Retaining Wall Maintenance Agreement from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easements, on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the permanent and temporary easements and Retaining Wall Maintenance Agreement from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.
2. **Settlement Amount.** In full and final settlement of all issues related to the Project, the City agrees to pay the Landowner the sum of \$23,400.00 ("Settlement Amount").

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner and its members, managers, governors, employees, servants, agents, attorneys, affiliates, representatives, successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any

provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

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[Signature page of Wallmark Properties, L.L.C.]

LANDOWNER:

Wallmark Properties, L.L.C.

By:

Mark S. Fritz 

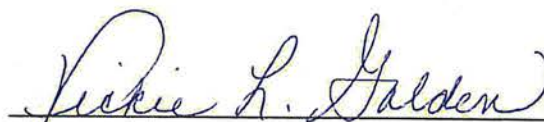
Its:

Chief Manager

Florida
STATE OF MINNESOTA)
)
)
COUNTY OF ~~DAKOTA~~)

ss.

On this 25th day of January, 2018, before me a Notary Public within and for said County, personally appeared Mark S. Fritz, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Wallmark Properties, L.L.C., a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Wallmark Properties, L.L.C., by authority of the Boards of Governors of Wallmark Properties, L.L.C.


Notary Public



VICKIE L. GOLDEN
MY COMMISSION # FF 960039
EXPIRES: April 28, 2020
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving Temporary Construction Easement Agreement and Settlement Agreement for Lots 1 and 2, Block 1, Arbor Pointe 12th Addition (8851 Broderick Boulevard)

Meeting Date:	February 12, 2018	Fiscal/FTE Impact:
Item Type:	Consent	☐ None
Contact:	Thomas J. Kaldunski, 651-450-2572	☐ Amount included in current budget
Prepared by:	Steve W. Dodge, Assistant City Engineer	☐ Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	☐ FTE included in current complement
		☐ New FTE requested – N/A
		☒ Other: Pavement Management Fund,

PURPOSE/ACTION REQUESTED

Consider resolution approving a temporary construction easement agreement and settlement agreement for Lots 1 and 2, Block 1, Arbor Pointe 12th Addition (8851 Broderick Boulevard).

SUMMARY

Staff is has worked with the affected owner on the necessary agreements for City Project No. 2015-09D – Broderick Boulevard Reconstruction for a temporary construction easement and settlement agreement for new sidewalk improvements.

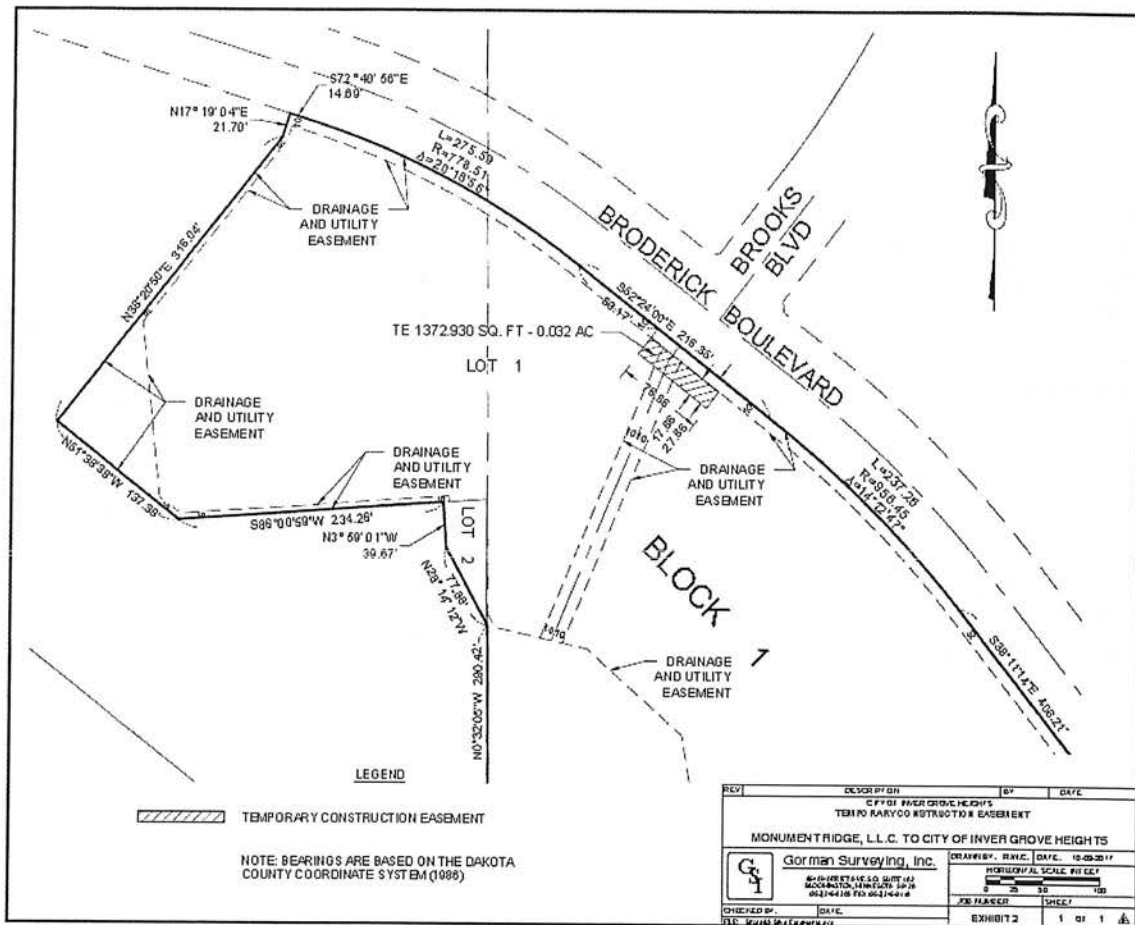
The owner, Monument Ridge, LLC, has signed the agreements. The City will be paying the property owner \$2,500.00 for the temporary construction easement. The negotiated amount is above the appraiser's recommended benefit amount of \$1,000.00, but within standard practices.

Staff recommends approval of the attached resolution approving a temporary construction easement agreement and settlement agreement for Lots 1 and 2, Block 1, Arbor Pointe 12th Addition (8851 Broderick Boulevard).

SWD/kf

Attachments: Resolution
Easement Exhibit
Agreements (2)

DEPICTION OF TEMPORARY EASEMENT AREA



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

**RESOLUTION APPROVING A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
AND SETTLEMENT AGREEMENT FOR LOTS 1 AND 2, BLOCK 1, ARBOR POINTE 12TH
ADDITION (8851 BRODERICK BOULEVARD)**

RESOLUTION NO. _____

WHEREAS, on September 25, 2017, the City Council ordered City Project No. 2015-09D – Broderick Boulevard Reconstruction project; and

WHEREAS, the disturbance and restoration area for the proposed sidewalk and appurtenant improvements encroach on the property of 8851 Broderick Boulevard (Monument Ridge, LLC); and

WHEREAS, as a part of City Project No. 2015-09D – Broderick Boulevard Reconstruction, the owner of 8851 Broderick Boulevard has agreed to a Temporary Construction Easement and Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF INVER GROVE HEIGHTS, MN HEREBY RESOLVES AS FOLLOWS:

1. In conjunction with City Project No. 2015-09D – Broderick Boulevard Reconstruction, the property owner of 8851 Broderick Boulevard and the City of Inver Grove Heights hereby agree to the terms and conditions as outlined in the Temporary Construction Easement Agreement and Settlement Agreement.
2. The City agrees to reimburse owner of 8851 Broderick Boulevard for the temporary easement agreement in an amount of \$2,500.
3. The cost of the easement acquisition will be funded through the Pavement Management Fund.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made, granted and conveyed this 1st day of December, 2017, between Monument Ridge, LLC, a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

A temporary non-exclusive easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes, and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference.

This Temporary Easement shall automatically expire on **December 31, 2019**.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Temporary Construction Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches; and

c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location and construction of City Project No. 2015-09D and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence 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 Temporary Easement Area or the Landowner's Property prior to the date hereof.

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

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

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

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

LANDOWNER:
Monument Ridge, LLC.

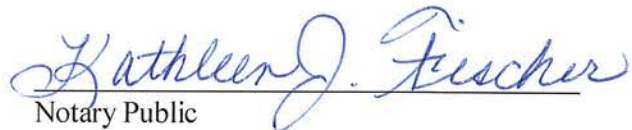
By: 

Its: Managing Member Monument Ridge LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of January, 2018, before me a Notary Public within and for said County, personally appeared Miriam Brondello, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Monument Ridge, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Monument Ridge, LLC, by authority of the Boards of Governors of Monument Ridge, LLC.




Notary Public

CITY OF INVER GROVE HEIGHTS:

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651) 451-1831

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lots 1 and 2, Block 1, Arbor Pointe 12th Addition, Dakota County, Minnesota.

Abstract Property.

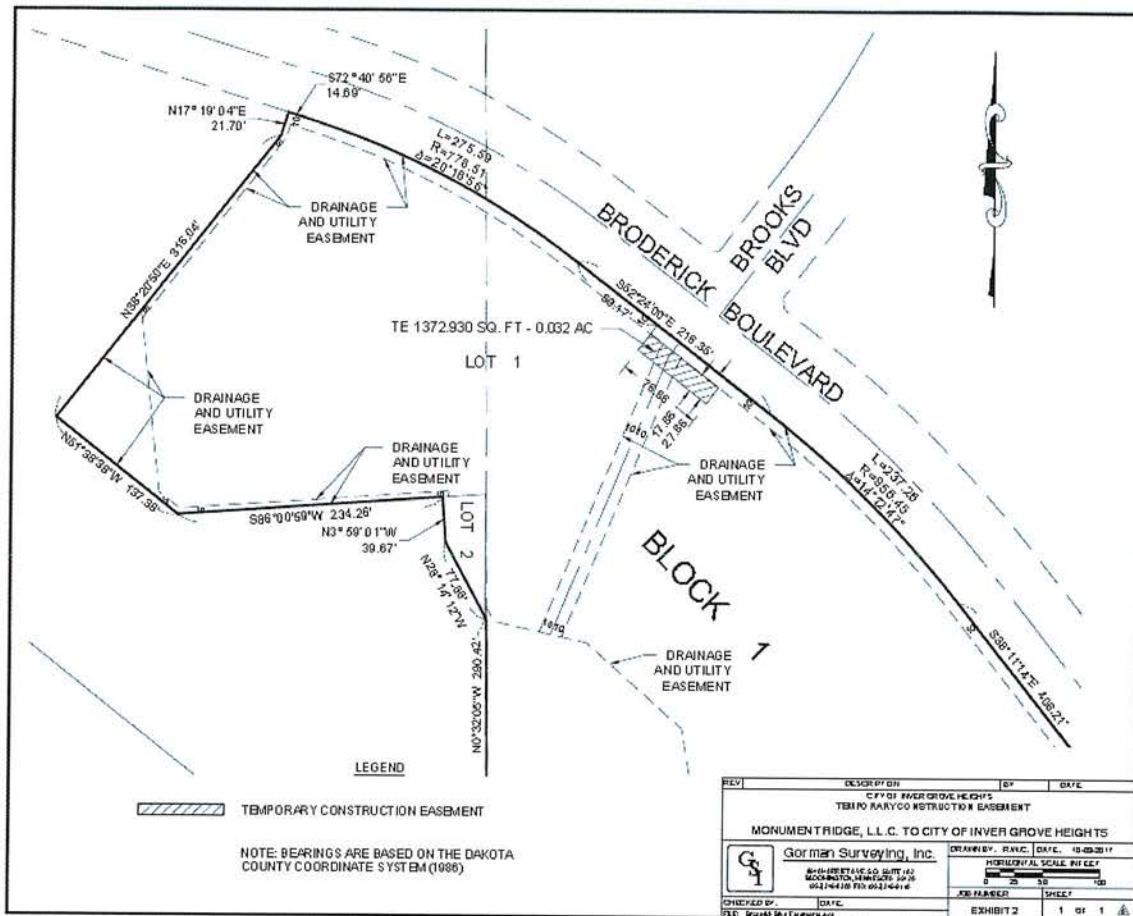
EXHIBIT B
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A temporary easement for grading, sloping, drainage, slope establishment, soil stabilization, lateral support and construction purposes over, under, across, through and upon that portion of the Landowner's Property, being bound on the north by a line 10.00 feet south and on the south by a line 27.86 feet south of the following described line:

Commencing at the northwest corner of Lot 1 of said above described property; thence southeasterly along the north line of Lot 1 on a bearing of S72°40'56"E, a distance of 14.69 feet; thence on a tangential curve to the right having a radius of 778.51 feet, a delta of 20°16'56", a distance of 275.59 feet; thence on a bearing of S52°24'00"E, a distance of 89.17 feet to the point of beginning of the line to be described; thence continuing southeasterly along last said bearing a distance of 76.86 feet and there terminating.

Said temporary easement containing 1372.930 Sq. Ft., 0.032 Acres.

DEPICTION OF TEMPORARY EASEMENT AREA



**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims ("Settlement Agreement") is made, granted and conveyed this 12th day of February, 2018, between Monument Ridge, LLC, a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

RECITALS

WHEREAS, Landowner is the owner of real property located in Dakota County, Minnesota and legally described as:

Lots 1 and 2, Block 1, Arbor Pointe 12th Addition, Dakota County, Minnesota.

Abstract Property

(hereafter referred to as the "Subject Property").

WHEREAS, as part of City Project No. 2015-09D (the "Project"), the City purchased a temporary construction easement and a Retaining Wall Maintenance Agreement from Landowner pursuant to a negotiated settlement as set forth herein.

WHEREAS, as part of the Project, the City, through its contractors, will perform construction work in the City's easement, on the Subject Property.

WHEREAS, City and Landowner have reached a settlement with respect to the acquisition of the temporary construction easement from Landowner.

WHEREAS, the terms and conditions of the settlement between the parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Landowner agree and stipulate to the following:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the parties and aid in the construction of this Settlement Agreement.

2. **Settlement Amount.** In full and final settlement of all issues related to the Project, the City agrees to pay the Landowner the sum of \$2,500.00 ("Settlement Amount").

3. **Release of Claims by the Landowner.** In consideration for the Settlement Amount, the Landowner and its members, managers, governors, employees, servants, agents, attorneys, affiliates, representatives, successors and assigns hereby fully, finally, and forever releases and discharges the City and its present and past elected officials, officers, representatives, employees, servants, contractors agents, attorneys, successors, and assigns from any and all claims, controversies, causes of action, actions, liens, lawsuits, judgments, liabilities, losses, debts, damages, costs, demands, and other obligations, including attorneys' fees and costs, of any nature, known or unknown, asserted or unasserted, in law or in equity, that the Landowner now may have, ever has had, or in the future may have against the City in connection with, arising out of, or in any way related to the Project.

4. **Entire Agreement, Modification, Waiver, and Severability.** This Settlement Agreement constitutes the entire agreement between the parties, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties and agreements made by the parties hereto or their representatives pertaining to the subject matter hereof. No modifications of this Settlement Agreement shall be binding unless set forth in writing and signed by all of the parties hereto. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, then, to the fullest extent possible, such clause or provision shall be deleted, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

5. **Duration and Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, agents, servants, employees, members, managers, governors, elected officials, contractors, officers, representatives, attorneys, predecessors and all affiliated companies, entities, divisions, subsidiaries, parent companies, sister companies, partners, joint ventures and corporations, and all parties who may claim under a party to this Settlement Agreement.

6. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any suits or actions by any party regarding its validity, interpretation, or enforcement shall be venued in the Dakota County District Court, State of Minnesota. Dakota County District Court shall maintain jurisdiction over the enforcement of this Settlement Agreement.

7. **No Admission.** Nothing in this Settlement Agreement is intended to be deemed, nor should be deemed, an admission of liability or the validity of any debts, allegations, or claims by any of the parties. This Settlement Agreement is prepared and entered into for the purposes of settlement only and will have no evidentiary value except in the event of a breach hereof.

8. **Execution of Additional Documents.** Each of the parties agrees to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

9. **Authorized Execution.** Each person executing this Settlement Agreement represents that he or she has been duly authorized to execute this Settlement Agreement and bind the party on whose behalf he or she has executed this Settlement Agreement to its terms.

10. **Acknowledgment, Knowing and Voluntary.** Each of the undersigned parties has read this Settlement Agreement, knows its contents, and signs it as a free and voluntary act, having had an adequate opportunity to consider its terms and conditions. The parties hereby affirm and acknowledge that they have read this Settlement Agreement and have been advised to consult with an attorney prior to signing this Settlement Agreement.

11. **Reliance.** The parties represent to each other that no promise or inducement has been offered or made except as contained in this Settlement Agreement and that no statement or representation has been made by anyone except as contained in this Settlement Agreement.

12. **Disclosure.** The parties represent to each other that they have been fully informed and understand the terms and provisions of this Settlement Agreement. The parties also represent to each other that the facts have been investigated and the law researched to their satisfaction regarding the facts and law applicable to the matters and releases contained herein. The parties further represent to each other that they are satisfied with the terms and provisions of this Settlement Agreement.

13. **No Presumption Against Drafting Party.** The parties to this Settlement Agreement acknowledge that: (a) this Settlement Agreement and its reduction to final written form is the result of extensive good-faith negotiations among the parties through themselves and/or their respective legal counsel; (b) said parties and/or their legal counsel have carefully reviewed and examined this Settlement Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Settlement Agreement.

14. **Obligations.** The parties represent to each other that each will perform all duties and obligations of this Settlement Agreement and shall comply with every term and provision of this Settlement Agreement.

15. **Attorneys' Fees.** If either party breaches any terms of this Settlement Agreement, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses incurred in enforcing this Agreement, in addition to any other remedies to which the prevailing party is entitled.

16. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which, when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

17. **Waiver.** No waiver of any provision of this Settlement Agreement shall be binding unless it is in writing and executed by the parties hereto. No waiver of any of the provisions of this Settlement Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Settlement Agreement. The waiver by any party hereto of a breach of any

provision of this Settlement Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

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IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date set forth below.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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

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[Signature page of Monument Ridge, L.L.C.]

LANDOWNER:
Monument Ridge, LLC.

By: [Signature]

Its: Managing Member Monument Ridge LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 26th day of January, 2018, before me a Notary Public within and for said County, personally appeared Miriam Brandello, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Monument Ridge, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Monument Ridge, LLC, by authority of the Boards of Governors of Monument Ridge, LLC.



Kathleen J. Fischer
Notary Public

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting the Proposal of Braun Intertec for Geotechnical Testing Services for City Project No. 2016-08 - Trunk Highway 3 / 70th Street Intersection Improvements (Roundabout)

Meeting Date: February 12, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Federal, MnDOT, Dakota County, Municipal State Aid Funds, Street Reconstruction Bonds, NWA Water Fund (511), NWA Sewer Fund (512), NWA Storm Water Fund (448)

PURPOSE/ACTION REQUESTED

Resolution accepting the proposal of Braun Intertec for Geotechnical Testing Services for City Project No. 2016-08 - Trunk Highway 3 / 70th Street Intersection Improvements (Roundabout).

SUMMARY

Proposals for geotechnical services were requested by staff for the above City project which includes deep sanitary sewers. The construction of a roundabout at South Robert Trail and 70th Street will consist of complete reconstruction of the intersection from a two-lane road to a roundabout. New trunk sanitary sewer will be installed at this time. This project is complex and variations of soils at depths to 60 feet occur in the area. A review of the proposal indicates that Braun will provide the geotechnical services at a cost of approximately \$6,090. Braun Intertec has done geotechnical explorations in the area on the 2008 deep sewer trunk project.

City staff reviewed the experience of the firm, their work scope, and associated fee for the proposed services. Based upon these factors, it is recommended that Braun Intertec be selected for geotechnical testing services on the utilities at the 70th Street roundabout.

Engineering Division recommends adoption of the resolution accepting proposal and awarding Braun Intertec in an amount not to exceed \$6,090 for geotechnical testing services for City Project No. 2016-08 - Trunk Highway 3 / 70th Street Intersection and Utility Improvements (Roundabout).

TJK/kf

Attachments: Resolution
 Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING THE PROPOSAL AND AWARDING CONTRACT TO BRAUN
INTERTEC FOR GEOTECHNICAL TESTING SERVICES FOR CITY PROJECT NO. 2016-08 -
TRUNK HIGHWAY 3 / 70TH STREET INTERSECTION IMPROVEMENTS (ROUNDAABOUT)**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2018 Improvement Program, Trunk Highway 3/70th Street Intersection Improvements (Roundabout), a need for geotechnical testing services related to trunk sanitary sewer has been identified; and

WHEREAS, in order to complete the geotechnical testing services in a timely manner, City staff requested a proposal from two area geotechnical engineering firms – American Engineering Testing and Braun Intertec; and

WHEREAS, based on the experience of the firm, the scope, and associated fee for the proposed services, it was decided that Braun Intertec's proposal be awarded for geotechnical testing services at the intersection of T.H. 3 and 70th Street.

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

1. The proposal of Braun Intertec dated February is accepted and staff is authorized to enter into a contract in the amount of \$6,090 for geotechnical testing services for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection improvements (roundabout).

Adopted by the City Council of Inver Grove Heights, Minnesota this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michell Tesser, Deputy Clerk

February 6, 2018

Proposal QTB072900

Mr. Tom Kaldunski
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for a Geotechnical Evaluation
South Robert Trail Sanitary Sewer
South Robert Trail and 70th Street West
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed sanitary sewer connection at South Robert Trail and 70th Street West in Inver Grove Heights, Minnesota.

Our Understanding of Project

Per our conversations with Eric Seaburg of Bolton & Menk, the project will include the construction of a 1000 foot sanitary sewer connection including 4 new manholes. The sanitary line will typically be located about 35 feet below grade, with one of the proposed manholes extending to 57 feet below grade. We understand that the sanitary sewer line and manholes will be installed using open trenching methods.

We previously completed soil borings for a housing development that included a 60 foot soil boring in the location of the deep manhole. The previous soil borings were provided in a report dated September 23, 2015, under project number B1506467. The previous soil borings were performed for a similar sanitary sewer connection project that was not completed. We will utilize this soil boring information in our report.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the proposed sanitary sewer connection.

Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Environmental Well Notification

This proposal contains provisions for characterizing subsurface conditions to depths of 15 feet or deeper. Auger borings, cores and cone penetration test soundings advanced to such depths, whether instrumented for monitoring or not, are considered environmental wells by the Minnesota Department of Health (MDH), and need to be made known as such to the MDH *before they are completed*. This requires that applicable MDH notification forms be signed by the well owner, or representative/agent, and returned to us.

Braun Intertec cannot mobilize equipment and crews until an MDH notification form has been signed and submitted. An MDH notification form is attached for this purpose.

The MDH notification fees that accompany Environmental Well sealing may include site, individual well, well combination, and maintenance fees based on the depths and purpose of the "wells." The fees applicable to this project are described in further detail below, and are shown on the attached Project Proposal.

Site Access, Staking and Utility Clearance

Drilling services will be performed by Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation. Based on aerial photography, it appears that the site will require an all-terrain mounted drill rig.

Tree clearing, debris or obstruction removal, grading of navigable paths, and snow plowing are not included in our scope of services.

We understand that Bolton & Menk will be staking the soil boring locations and providing us with location coordinates and elevations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As indicated earlier, in 2015 we performed a 60-foot deep boring near the proposed east most manhole. This boring will be incorporated into this evaluation. As requested, we will drill 3 additional standard penetration test borings for the sanitary sewer and manholes, extending them to 40 feet. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and pipe support alternatives, among others. If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Borehole Abandonment

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed. Based on our proposed subsurface characterization depths, we will seal 120 linear feet of boring with grout and prepare associated sealing records which must also be submitted to the MDH.

Fees associated with the sealing are included in our Lump Sum cost.

Sealing with grout as directed by the MDH will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless otherwise directed, we intend to thin-spread the cuttings around the boreholes. If cuttings cannot be thin-spread, they will be containerized and left on site. Off-site disposal of the cuttings can be performed for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring surface grades to be re-leveled. Braun Intertec is not assuming responsibility for re-leveling subsequent to initial backfilling long term.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 5 moisture content tests and 2 mechanical analyses (through a #200 sieve only).

Reporting

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.

- Discussion identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Recommendations for the installation of the proposed sanitary sewer line.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Additional Services

If borings must be extended beyond their intended termination depths, we will charge an additional \$30 per lineal foot beyond the originally intended termination depth.

Cost

We will furnish the services described in this proposal for an estimated fee of \$6,090. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate the field exploration can begin within approximately three to four weeks of written authorization; the field exploration will take one day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional two weeks. We will pass along results, however, as they are obtained and reviewed.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy to us in its entirety.*

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

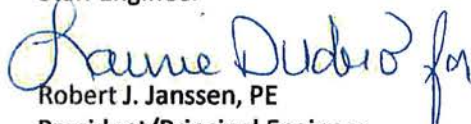
We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Richard Fritz at 651.487.7079 (rfritz@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Richard J. Fritz, EIT
Staff Engineer


Robert J. Janssen, PE
President/Principal Engineer

Attachments:
Project Proposal
MDH Notification Form
General Conditions (1/1/18)

c: Eric Seaburg, Bolton & Menk, Inc.

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB072900

South Robert Trail Sanitary Sewer

Client:

City of Inver Grove Heights
Tom Kaldunski
8150 Barbara Ave
Inver Grove Heights, MN 55077
(651) 450-2500

Work Site Address:

South Robert Trail and 70th Street West
Inver Grove Heights, MN 55077

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Site Layout - Staking - Utility Clearance - CADD				\$430.00
205	Site layout and utility clearance	2.00	Hour	90.00	\$180.00
288	Project Assistant	1.00	Hour	80.00	\$80.00
371	CADD/Graphics Operator	1.50	Hour	100.00	\$150.00
1862	Utility Trip Charge	1.00	Each	20.00	\$20.00
Activity 1.2	Drilling Services				\$3,245.00
9100	Flotation Tire Drill Rig and Crew, per hour	10.00	Each	300.00	\$3,000.00
1073	Sealing Records, each	1.00	Each	65.00	\$65.00
9730	Grout with bentonite, materials per foot	120.00	Each	1.50	\$180.00
Activity 1.3	Geotechnical Soil Tests				\$195.00
1166	200 wash (ASTM C 117), per sample	2.00	Each	60.00	\$120.00
1152	Moisture content (ASTM D 2216), per sample	5.00	Each	15.00	\$75.00
Activity 1.4	Evaluation/Analysis/Reports				\$2,220.00
138	Project Assistant	2.00	Hour	80.00	\$160.00
118	Staff Engineer	12.00	Hour	120.00	\$1,440.00
128	Senior Engineer	3.00	Hour	170.00	\$510.00
125	Project Manager	1.00	Hour	110.00	\$110.00
Phase 1 Total:					\$6,090.00

Proposal Total:	\$6,090.00
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Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

February 6, 2018

Proposal QTB072900

Mr. Tom Kaldunski
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Minnesota Department of Health Well Sealing Notification Form
South Robert Trail Sanitary Sewer
South Robert Trail and 70th Street West
Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Please have the property owner, representative or agent complete the "Well Owner" section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS						Minnesota Unique Well No. or W-series No. (Leave blank if not known)		Minnesota Well and Boring Sealing No.	
Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502.								H	
ATTN: CASHIER						Well Management Section Fax Number: (651) 201-4599.			
☐ Well Sealing Notification (269)		Check Box If: ☐ Well is Multiple Cased ☐ Larger than 8-inch Inside Diameter		Card Type: ☐ Visa ☐ Mastercard ☐ Discover Exp. Date		Print Cardholder Name		3-Digit Security Code (Printed on back side of card.)	
Check Well Type: ☐ Water-Supply Well ☐ Monitoring Well ☐ Other		Authorized Signature		Card Number					
WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) % % %			
	Well Location Address			City	State	Zip Code	Est. Depth	Casing Diameter	
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number ()			
	Well Owner Street Address					City	State	Zip Code	
	Well Owner Signature					Date			
WELL CONTRACTOR	Well Contractor Company Name (Print) Braun Intertec Corporation			Certified Rep. Signature		Date	Company License No. 1323		

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.*

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Ordering Improvements, Approving the Plans and Specifications, Authorizing Advertisement for Bids for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

Meeting Date: February 12, 2018
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SSA

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer Funds

PURPOSE/ACTION REQUESTED

Public Hearing to consider ordering improvements, approving the plans and specifications, authorizing advertisement for bids for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road.

SUMMARY

City Project No. 2018-05 was prepared, at Council direction, to consider improving the Diffley Road intersection at Trunk Highway (TH) 3 in 2018. The project is needed to provide a permanent access to the Robert Curve Development and to add a right turn lane for eastbound Diffley Road at TH 3. The site is currently served by a temporary access to TH 3 and Diffley Road. The public hearing for City Project No. 2018-05 was scheduled for February 12, 2018.

The total estimated project cost for City Project No. 2018-05 is approximately \$200,000. Funding for the project would be provided by the developer of Robert Curve. No special assessments are being considered for City Project No. 2018-05 at this time. The City will enter into a payment agreement to outline the developer's responsibilities before construction occurs.

Dakota County will incorporate the plans and specifications into their project documents for County Project 30-37. Bidding is anticipated in March 2018. Construction is tentatively scheduled in 2018.

Plans prepared by Kimley-Horn are attached. The City Council should approve the plans for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road and authorize the advertisement for bids, as part of County Project 30-37.

An informational meeting was conducted on January 31, 2018. A mailing list of the nearby property owners notified of the meeting and subsequent public hearing is attached. Attendance to the informational meeting was light; attendees indicated support for the project. Other property owners were aware that the developer is to cover the project cost.

Right-of-way needed to complete the intersection improvements is granted with the Robert Curve Plat. It is important to coordinate the T.H. 3/Diffley Road intersection improvements with the County's maintenance project (County Project 30-37).

I recommend approval of the resolution ordering improvements, approving the plans and specifications and authorizing advertisement for bids for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road, with County Project 30-37.

TJK/kf

Attachments: Resolution
 Public Hearing Notice
 Kimley-Horn Plans
 Mailing List
 Attendance List

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

**RESOLUTION ORDERING IMPROVEMENTS, APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING
ADVERTISEMENT FOR BIDS FOR CITY PROJECT NO. 2018-05– INTERSECTION IMPROVEMENTS
AT T.H. 3 AND DIFFLEY ROAD**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on January 8, 2018 called for a public hearing on the proposed improvement project; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and a notice of public hearing was mailed to affected parcels and the hearing was held thereon on November 13, 2017, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Pursuant to Minn. Stat. § 462.356. Subd. 2, the Council by at least a 2/3rd majority of all its members, hereby dispenses with the requirement that the Planning Commission review the Project for consistency with the comprehensive plan; the Project has no relationship to the comprehensive municipal plan.
2. Such improvement is hereby ordered as proposed in this Council resolution adopted February 12, 2018.
3. The City Attorney is hereby authorized to complete the easement or right-of-way acquisition by negotiation with the property owners. The City Engineer or his professional consultants are hereby authorized to assist the City Attorney in negotiations for easements. The use of eminent domain is hereby authorized.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution as part of Dakota County's Project 30-37.
5. The Council will use Developer Funds to finance the project as outlined in an agreement with the developer.
6. The City will enter into a Joint Powers Agreement with Dakota County for City Project No. 2018-05.
7. The plans and specifications for City Project No. 2018-05 are hereby approved.
8. The Public Works Director is hereby authorized to publish an ad for bid for City Project No. 2018-05.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

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

**NOTICE OF PUBLIC IMPROVEMENT HEARING
2018 IMPROVEMENT PROGRAM**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Inver Grove Heights will meet in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, MN at 7:00 p.m. on Monday, February 12, 2018, to hold a public hearing to consider the making of the following improvements in the 2018 Improvement Program.

**CITY PROJECT NO. 2018-05
INTERSECTION IMPROVEMENTS AT T.H. 3 AND DIFFLEY ROAD FOR THE
ROBERT CURVE DEVELOPMENT**

Nature of Work

The construction will update the existing intersection to provide for the improved connection of Diffley Court in the Robert Curve Development to T.H. 3. The work will include construction of an eastbound right-turn lane on Diffley Road, installation of an ADA pedestrian crossings, relocating and updating the existing traffic signal, clearing and grubbing, pavement removal, excavation, grading, placing fill, aggregate base, pavement, curb and gutter, storm sewer, storm water ponds, restoration and appurtenances. These developer funded improvements meet the requirements of MnDOT, Dakota County and the City of Inver Grove Heights.

Estimated Cost of Improvements:

\$200,000

Parcels that may be impacted are:

20-40500-00-010	10-03900-04-020	10-32151-04-100
20-01900-53-010	10-03900-05-010	10-32151-04-090
10-17700-01-010	10-03900-06-011	10-32151-02-390
10-17700-01-020	10-49550-01-010	10-32151-02-380
10-02400-76-014	10-32152-02-060	10-32151-02-370
10-32100-01-010	10-32152-02-070	10-32151-02-360
10-03900-02-010	10-32152-02-080	20-01900-55-010
10-03900-01-010	10-32151-04-120	20-03000-25-020
10-03900-03-010	10-32151-04-110	

The total estimated cost of the above listed improvements is \$200,000. No special assessments are proposed for this project. Persons desiring to be heard with reference to the proposed improvements will be heard at said time and place of the public hearing. Written or oral objections will be considered at the public hearing.

Michelle Tesser, City Clerk

Publish: January 14 and 21, 2018 (Southwest Review)

MINNESOTA DEPARTMENT OF TRANSPORTATION

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY

TH3 & DIFFLEY ROAD INTERSECTION MODIFICATIONS

CITY PROJECT 2018-05

COUNTY PROJECT 30-37

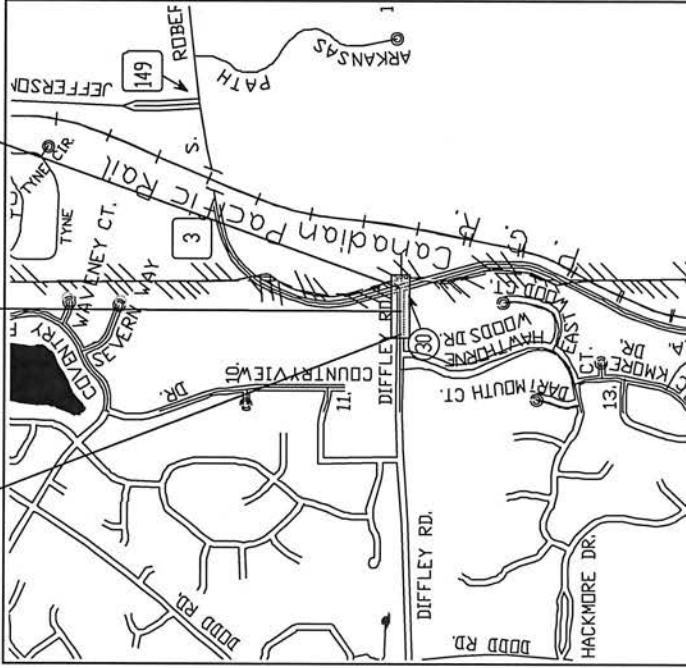
CONSTRUCTION PLANS FOR TURN LANE ADDITION, MINOR GRADING, AGGREGATE BASE, BITUMINOUS SURFACING, CONCRETE CURB AND GUTTER,

CONCRETE SIDEWALK, SIGNAL MODIFICATION, PEDESTRIAN RAMPS, AND GUARDRAIL MODIFICATION

CITY PROJECT 2018-05 LOCATED ON TH3 AT DIFFLEY ROAD (GEOGRAPHIC DESCRIPTION)

TH3 & DIFFLEY
BEGIN CITY PROJECT 2018-05
BEGIN COUNTY PROJECT 30-37

TH3 & DIFFLEY
END CITY PROJECT 2018-05
END COUNTY PROJECT 30-37



LEGEND

- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING CURB BOX
- EXISTING WATERMAN MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING DATCH BASIN
- EXISTING POWER POLE
- EXISTING SOIL BORING
- EXISTING GAS VALVE
- EXISTING CABLE TV BOX
- EXISTING TELEPHONE BOX
- EXISTING ELECTRICAL MANHOLE
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING LIGHT POLE
- EXISTING MAILBOX
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATERMAN
- EXISTING CURB AND GUTTER
- EXISTING CABLE TV
- EXISTING GAS MAIN
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD POWER
- EXISTING FENCE
- EXISTING TREE
- EXISTING STREET SIGN
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- PROPOSED MANHOLE (STORM OR SANITARY)
- PROPOSED CATCH BASIN
- PROPOSED WATERMAN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED CURB AND GUTTER

NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN
WAS DETERMINED BY FIELD SURVEY AND/OR
C/ASCE 30-2, ENTITLED "STANDARD GUIDELINES FOR
THE COLLECTION AND DEPICTION OF EXISTING
SUBSURFACE UTILITY DATA".

PLAN SET SCALES

LOCATION MAP 0 250 500 1000

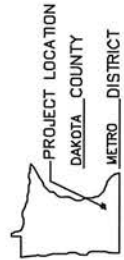
ALIGNMENT 0 10 20 40

PLAN 0 10 20 40

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THIS PLAN
WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE
OF MINNESOTA.

DATE _____ LIC. NO. _____

PLAN REVISIONS	
DATE	SHEET NO.



PROJECT LOCATION
DAKOTA COUNTY
METRO DISTRICT

CITY PROJECT NUMBER 2018-05 COUNTY PROJECT NUMBER 30-37 SHEET NO. 1 OF 42 SHEETS

2018 GOVERNING SPECIFICATIONS, AS AMENDED
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION"
SHALL APPLY. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO
THE MANDATED, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC
CONTROL ZONE LAYOUTS".

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	CONSTRUCTION NOTES, UTILITY CONTACTS, STANDARD PLANES, AND EARTHWORK SUMMARY
4-15	STANDARD PLANS, CITY STANDARD PLATES, AND STANDARD END TREATMENT DETAIL
16	TYPICAL SECTIONS
17-19	TRAFFIC CONTROL PLANS
20	ALIGNMENT PLAN AND TABULATION
21	EROSION CONTROL AND REMOVAL PLAN
22	ROADWAY CONSTRUCTION PLAN & PROFILE
23	PEDESTRIAN RAMP DETAILS
24-26	STORMWATER POLLUTION PREVENTION PLAN
27-32	SIGNING AND STRIPING PLAN AND DETAILS
33-40	SIGNAL MODIFICATION PLAN AND DETAILS
41-42	CROSS SECTIONS

90% SUBMITTAL

THIS PLAN SET CONTAINS 42 SHEETS

Kimley-Horn

2650 UNIVERSITY AVENUE WEST, SUITE 2200, ST. PAUL, MN 55114
PHONE: 651-435-4957
WWW.KIMLEY-HORN.COM

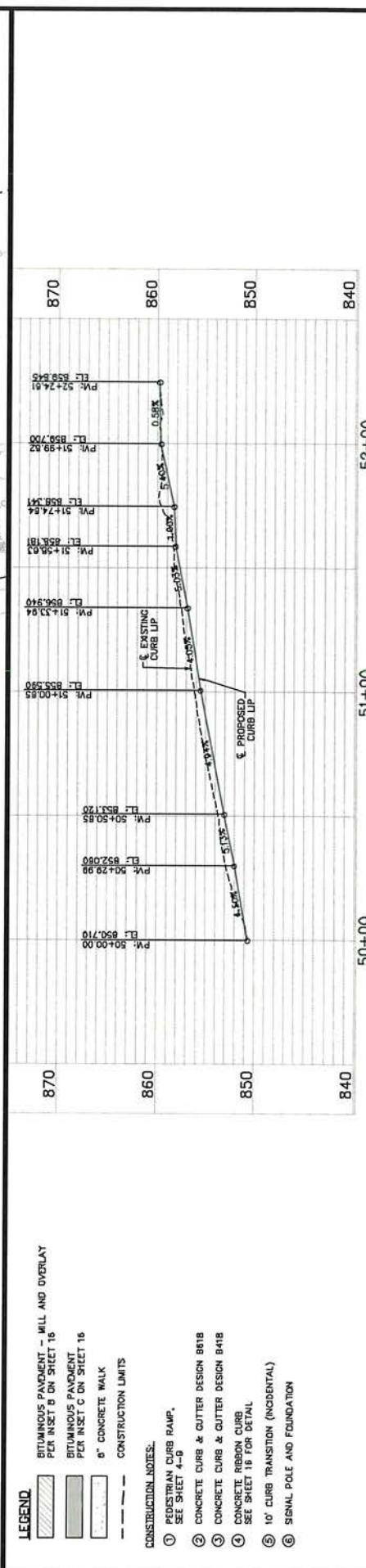
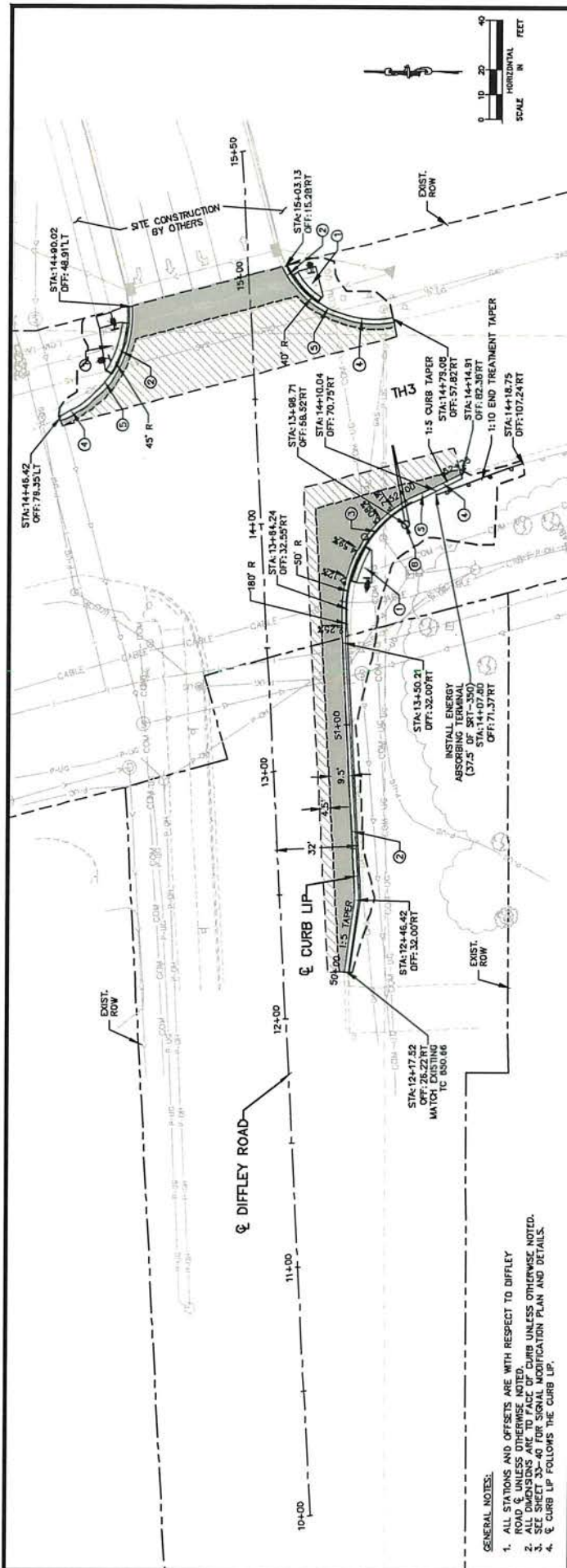
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL
ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 02/29/2018 LIC. NO. 48761

ENGINEER ERIC FOSMO, PE

APPROVED INVER GROVE HEIGHTS CITY ENGINEER 2018

APPROVED DAKOTA COUNTY ENGINEER 2018

[illegible]

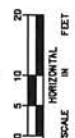
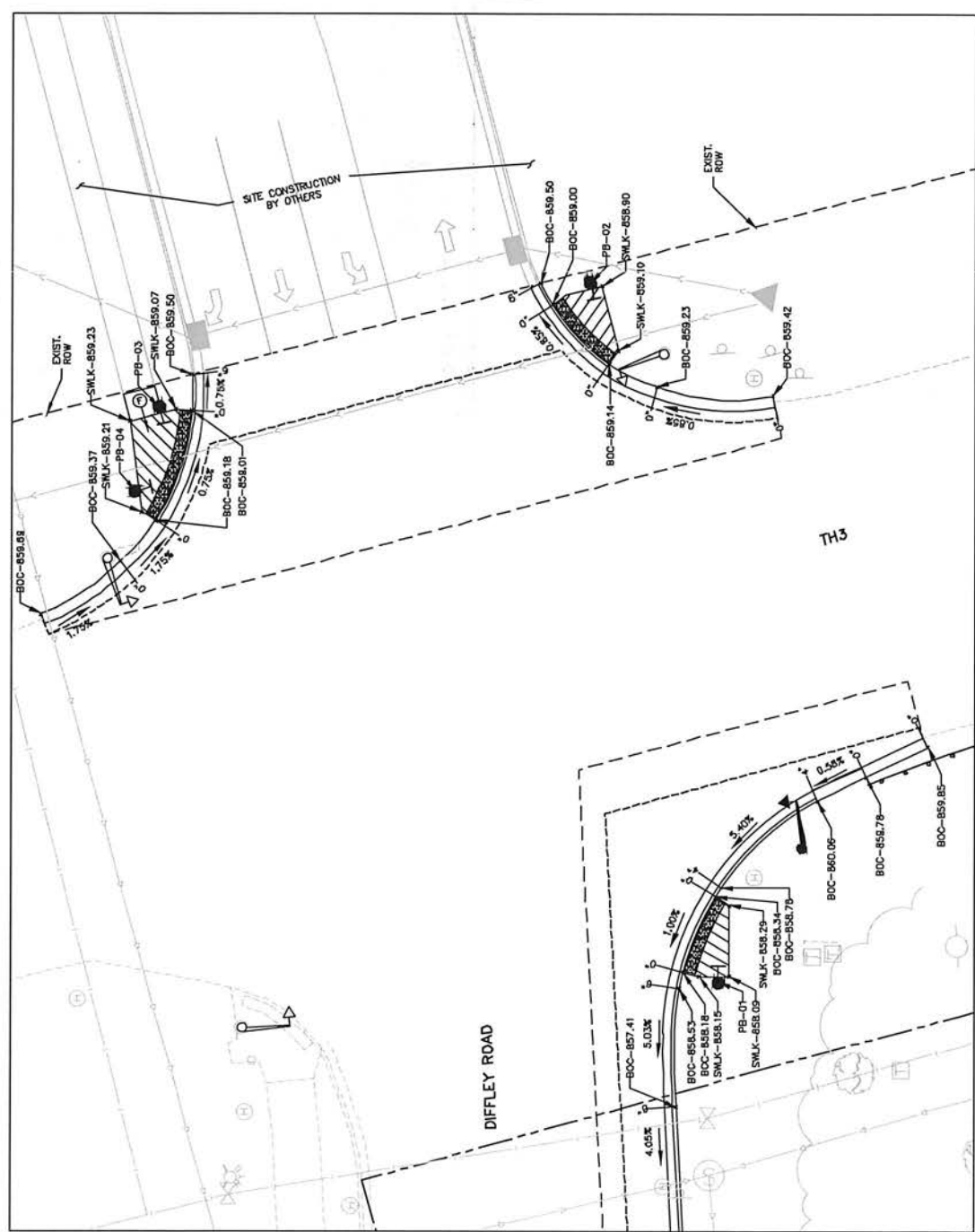
LEGEND

- IN PLACE SIGNAL POLE
- PROPOSED SIGNAL POLE
- PEDESTRIAN PUSH BUTTON STATION
- PEDESTRIAN PUSH BUTTON
- CONTROL POINTS, SEE CONTROL POINT TABLE
- TRUNCATED DOMES (SEE STANDARD PLATE 7038)
- CURB HEIGHT
- LANDING AREA - 4' x 4' MIN. DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- DRAINAGE FLOW ARROW

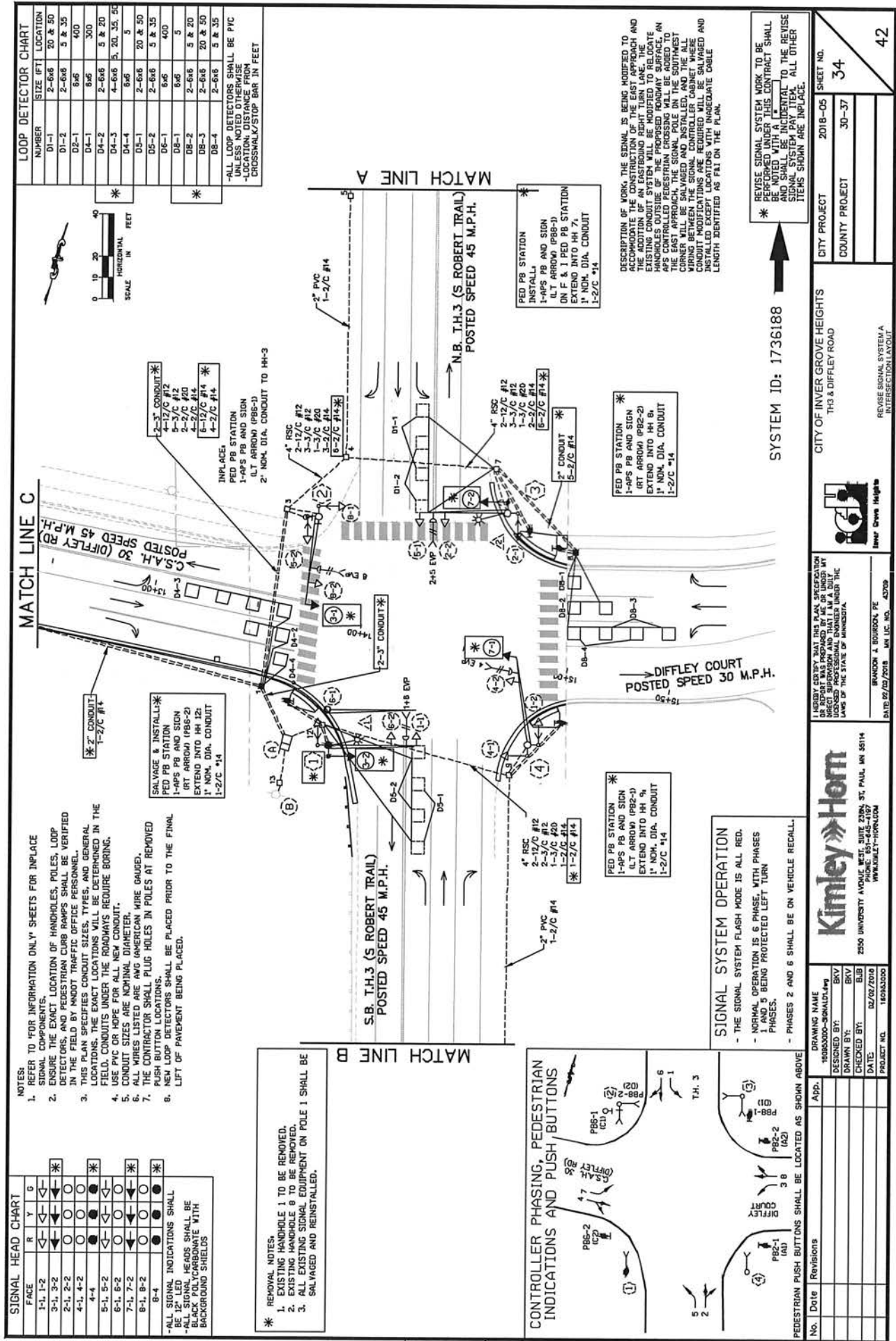
PEDESTRIAN PUSH BUTTON TABLE

POINT NUMBER	ALIGNMENT	STATION	OFFSET	DISTANCE TO FRONT OF LANDING (FT)	DISTANCE TO BACK OF LANDING (FT)
PB-01	DIFFLEY ROAD	137+75.04	41.71' RT	6.7	2.0
PB-02	DIFFLEY ROAD	154+02.65	24.95' RT	8.0	2.0
PB-03	DIFFLEY ROAD	145+64.18	53.71' LT	8.0	6.1
PB-04	DIFFLEY ROAD	144+89.00	61.01' LT	8.6	13.0

NOTES:
1. ALL FLOW ARROWS SHOWN ARE ALONG THE TOP OF THE CURB.



No.	Date	Revisions	App.	DRAWING NAME PROJECTS\2000-INTERSECTION.dwg	DESIGNED BY KTI	DRAWN BY KTI	CHECKED BY EJF	DATE 02/02/2018	PROJECT NO. 16930300	CITY PROJECT 2018-05	SHEET NO. 23
 2550 UNIVERSITY AVENUE, SUITE 200, ST. PAUL, MN 55114 PHONE: 651-455-1100 WWW.KIMLEY-HORN.COM										CITY OF INNER GROVE HEIGHTS TH3 & DIFFLEY ROAD PEDESTRIAN RAMP DETAILS	
LINDSEY CORTY MAY THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/02/2018 MIN. LIC. NO. 46781 ERIC FOSMO, PE										42	



Mailing List for City Project No. 2018-05 - T.H. 3 and Diffley Road Intersection Improvements

Name	ADDRESS NO. 1	ADDRESS NO. 2	CITY	STATE	ZIP CODE
Vance Grannis Jr.		1260 Yankee Doodle Rd., #200	Eagan	MN	55121
John Gorder		3830 Pilot Knob Road	Eagan	MN	55122
Brian Sorenson	Dakota County	14955 Galaxie Avenue	Apple Valley	MN	55124
Molly Klein	MnDOT	1500 Co. Rd. B2 W	Roseville	MN	55113
Willie Krech		10040 Inver Grove Trail	Inver Grove Heights	MN	55076
Robert Curve Development LLC		2975 80th Street E.	Inver Grove Heights	MN	55076
Trail West Inc.		9740 South Robert Trail	Inver Grove Heights	MN	55077
Valley Blacktop Inc.		4155 Robert Trail South	Eagan	MN	55123
Russell & Marcia Johnson		15125 Crestone Cir.	Rosemount	MN	55068
D & R Ventures 2000 LLC		4185 Robert Trail So.	Eagan	MN	55123
MMS Properties-Hawthorne Ridge LLC		P.O. Box 7363	Minneapolis	MN	55407
MMS Properties-Hawthorne Ridge LLC		525 Diffley Road	Eagan	MN	55123
David Prazak		502 Hawthorne Wood Dr	St. Paul	MN	55123
Richard Ladoucer & Crisanne Kobilka		500 Diffley Rd.	Eagan	MN	55123
Insook Prasad & Bipin Prasad		8605 60th Rd. Apt. 4G	Elmhurst	NY	11373
Perry & Marlene Andrews		4225 Robert Trail So.	Eagan	MN	55123
Nicholas & Linsey Lampert		4231 Robert Trail So.	Eagan	MN	55123
Sherri Breede		4255 Robert Trail So.	Eagan	MN	55123
Thomas Murphy & Karen Larsen		4261 Robert Trail So.	Eagan	MN	55122
Steven & Anne Glienke		521 Eastwood Rd.	Eagan	MN	55123
Leonard & Melissa Wall		516 Eastwood Ct.	Eagan	MN	55123
Thomas & Linda Stoner		520 Eastwood Ct.	Eagan	MN	55123
Brian & Dawn Partridge		506 Hawthorne Woods Dr.	Eagan	MN	55123
Jeffrey & Laura Spartz		510 Hawthorne Woods Dr.	Eagan	MN	55123
Michael & Shirley Propp		514 Hawthorne Woods Dr.	Eagan	MN	55123
James & Pamela Wymore		518 Hawthorne Woods Dr.	Eagan	MN	55123
James & Laura Lowe		501 Hawthorne Woods Dr.	Eagan	MN	55123
William & Dorothy Sandifer		505 Hawthorne Woods Dr.	Eagan	MN	55123
Dale & Patty Nachman		509 Hawthorne Woods Dr.	Eagan	MN	55123
Daniel & Mary Fretland		513 Hawthorne Woods Dr.	Eagan	MN	55123
Northern States Power Co.	% Property Tax Department	414 Nicollet Mall	Minneapolis	MN	55401
Northern States Power Co.		9710 Robert Trail So.	Inver Grove Heights	MN	55077
Northern States Power Co.		10326 Robert Trail So.	Inver Grove Heights	MN	55077

SIGN IN SHEET

INFORMATION MEETING

City Project No. 2018-05

Intersection Improvements at T.H. 3 and Diffley Ct.

January 31, 2018 – 6:00 p.m.

NAME

ADDRESS

CONTACT INFO.

Andy Mantka

phone: _____
mobile: _____
e-mail _____

phone: _____
mobile: _____
e-mail _____

phone: _____
mobile: _____
e-mail _____

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e-mail _____

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◊*DONALD L. HOEFT
DARCY M. ERICKSON
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009
•
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA
◊ALSO ADMITTED IN ARIZONA

MEMO

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 7, 2018
RE: IGH Investments, LLC

Section 1. Background. On January 8, 2018, the Council by a separate motion denied the Comprehensive Plan Amendment.

On January 8, 2018, by a separate motion, the Council also denied the rezoning and the preliminary and final plat and the PUD Development Plan Amendment and the Conditional Use Permit.

Attached to this email is a Resolution which memorializes both actions and recites the reasons for denial that were given by the Councilmembers on January 8, 2018. On the first page of this Resolution, in the upper right corner there is an identifying mark that says "Comp Plan and Rezoning."

Section 2. Alternate Approach. Section 10-3-5(G) of the City Code provides that:

No applications for rezoning which has been denied wholly or in part shall be resubmitted for a period of six (6) months from the date of said denial.

The applicant wants the opportunity to reapply within the 6 month period. If the Council wants to allow this opportunity to exist, there is an alternate approach that requires the following steps:

Step 1. An alternate resolution memorializing findings has been prepared and is attached to this memo. This alternate resolution only memorializes the denial of the Comprehensive Plan Amendment. On the first page of this alternate resolution, in the upper right corner there is an identifying mark that says "Comp Plan." Step 1 would be for the Council to pass the alternate resolution memorializing the denial of the Comprehensive Plan Amendment.

Step 2. The Council would then make a motion to reconsider denial of the rezoning and the preliminary and final plat and the PUD Development Plan Amendment and the Conditional Use Permit. Since all five Councilmembers voted to deny on January 8, 2018, any of the Councilmembers could make a motion to reconsider and any Councilmember could second that motion.

Step 3. If the motion to reconsider the rezoning denial passes, the motion to deny the rezoning (and related applications) would again be on the table.

Step 4. At this point, applicant would submit to the Council a withdrawal letter whereby applicant withdraws the rezoning application (and related applications).

Step 5. There would then be a motion by the Council to accept the withdrawal of the rezoning application (and related applications).

Step 6. If the motion to accept the withdrawal passes, the rezoning application (and related applications) are no longer before the Council and the motion to deny the rezoning (and related applications) becomes moot.

Step 7. At that point, the maker and seconder of the motion to deny the rezoning (and related applications) would withdraw the motion to deny the rezoning (and related applications).

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

RESOLUTION NO. _____

**A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT
AND REASONS FOR DENIAL RELATING TO THE
REQUESTS OF IGH INVESTMENTS, LLC FOR A COMPREHENSIVE PLAN
AMENDMENT, AN ORDINANCE RE-ZONING, A CONDITIONAL USE PERMIT, A
PRELIMINARY AND FINAL PLAT AND A PRELIMINARY PUD AMENDMENT
AND FINAL PUD
(CITY PLANNING CASE NO. 17-08PUD)**

WHEREAS, IGH Investments, LLC (Applicant) applied to the City of Inver Grove Heights for the following land use requests (Applications) relating to two tax parcels comprising approximately 17.16 acres of property located on the south side of Amana Trail west of the existing Target store identified as Dakota County Tax Parcel No.'s 20-12050-00-040 and 20-12050-00-030 and legally described as Outlots C and D, Argenta Hills, Dakota County, Minnesota (the Property):

- a. A negative declaration relative for the need for an EIS.
- b. A Comprehensive Plan Amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential).
- c. An Ordinance to rezone the Property from B-4/PUD to R-3C/PUD.
- d. A preliminary and final plat and preliminary PUD Development Plan Amendment and final PUD for a 400-unit multiple family apartment complex.
- e. A Conditional Use Permit for a 400-unit multiple family apartment complex.

WHEREAS, the Applicant is proposing a 400-unit apartment complex to be constructed in two phases. The Applications would require a change to the Argenta Hills PUD development plan as well as a change to the comprehensive land use plan designation and zoning.

WHEREAS, the Applications are interrelated. The focus of the Applications is the request for a comprehensive plan amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential).

WHEREAS, the above-described requests were considered by the City Council at the January 8, 2018, Inver Grove Heights Council meeting.

WHEREAS, at the January 8, 2018 Council meeting, a motion was made by Councilmember Piekarski Krech and seconded by Councilmember Bartholomew to approve a *Resolution Making a Negative Declaration Relative to the Need for An Environmental Impact Statement (EIS) for An Apartment Project of More Than 375 Units*. The motion passed by a vote of 5 in favor and 0 against.

WHEREAS, the Inver Grove Heights City Council is a multimember governing body consisting of five members.

WHEREAS, Minn. Stat. § 15.99, Subd. 2(c) provides in part:

If a multimember governing body denies a request, it must state the reasons for denial on the record and provide the applicant in writing a statement of the reasons for the denial. If the written statement is not adopted at the same time as the denial, it must be adopted at the next meeting following the denial of the request but before the expiration of the time allowed for making a decision under this section. The written statement must be consistent with the reasons stated in the record at the time of the denial. The written statement must be provided to the applicant upon adoption.

WHEREAS, at the January 8, 2018, Council meeting, a motion was made by Councilmember Bartholomew and seconded by Councilmember Perry to deny the Comprehensive Plan Amendment to change the land use designation from RC (Regional Commercial) to HDR (High Density Residential). The motion to deny passed on a vote of 5 in favor and 0 against.

WHEREAS, contemporaneously with the vote on the motion to deny, each of the Councilmembers voting to deny the Comprehensive Plan Amendment articulated findings of fact and reasons for the denial.

WHEREAS, at the January 8, 2018 Council meeting, the Councilmembers articulated findings of fact and reasons for denial and those reasons were made a part of the record. The findings of fact and reasons for denial stated by the Councilmembers constitute the City's findings of fact and reasons for denial. The findings of fact and reasons for denial as so identified and stated by the Councilmembers on January 8, 2018, were as follows:

1.) Councilmember Bartholomew stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

- a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.
- b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.
- c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary

roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

- d.) More time is needed to allow the need for retail uses to evolve.
- e.) The planned transportation system in the area will accommodate retail growth.
- f.) There should not be any rush to change the currently designated land use.

2.) Councilmember Hark stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

- a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.
- b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.
- c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.
- d.) More time is needed to allow the need for retail uses to evolve.
- e.) The planned transportation system in the area will accommodate retail growth.
- f.) There should not be any rush to change the currently designated land use.

3.) Mayor Tourville stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

- a.) The opportunity for retail and commercial expansion should not be lessened or eliminated.
- b.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to

supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.

- c.) More time is needed to allow the need for retail uses to evolve.
- d.) The planned transportation system in the area will accommodate retail growth.
- e.) There should not be any rush to change the currently designated land use.
- f.) The requested comprehensive plan designation would allow for a density, building height and building size that is too massive and intrusive in relationship to the residential development in the area; such a result would adversely affect the legitimate expectations of the residential development that has already occurred in the area.

4.) Councilmember Perry stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

- a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.
- b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.
- c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.
- d.) More time is needed to allow the need for retail uses to evolve.
- e.) The planned transportation system in the area will accommodate retail growth.
- f.) There should not be any rush to change the currently designated land use.

- g.) The requested comprehensive plan designation would allow for a density, building height and building size that is too massive and intrusive in relationship to the residential development in the area; such a result would adversely affect the legitimate expectations of the residential development that has already occurred in the area.
- h.) The project does not provide for affordable housing which the City needs; without a component of affordable housing, the project does not justify a change to high density housing.

5.) Councilmember Piekarski Krech stated findings of fact and reasons for denial of the Comprehensive Plan Amendment as follows:

- a.) To keep a diverse number of zoning districts in the City, and to allow the opportunity for retail growth and commensurate increase in commercial tax base, the City needs to preserve and protect the comprehensively planned areas for Regional Commercial and the zoning areas for B-4.
- b.) The opportunity for retail and commercial expansion should not be lessened or eliminated.
- c.) Although retail growth in the area has been slow and less than expected, recent and planned transportation improvements have the potential to create more favorable dynamics for such use; such dynamics should be allowed time to come to fruition and to supply the benefits for growing commercial and retail land uses. The evolving dynamics are the realignment of Argenta Trail, the upgrading of 70th Street, the potential connection of Argenta to Interstate Highway 494 and the various upgrades to ancillary roadways that connect to the major transportation grid in the area. There is also the potential for spinoff commercial development in Inver Grove Heights caused or influenced by the Minnesota Vikings complex in Eagan.
- d.) More time is needed to allow the need for retail uses to evolve.
- e.) The planned transportation system in the area will accommodate retail growth.
- f.) There should not be any rush to change the currently designated land use.
- g.) The argument that high density housing in the area will help the existing retail is overstated; there would still be substantial pass thru by residents in the area to other available retail locations outside the immediate area.
- h.) The fit of high density housing is not appropriate.

WHEREAS, at the January 8, 2018 Council meeting, after the Council denied the Comprehensive Plan Amendment, a motion was made by Councilmember Bartholomew and seconded by Councilmember Perry to deny the following because the requested uses and plat are not consistent with and are contrary to the comprehensive plan:

- a. An Ordinance to rezone the Property from B-4/PUD to R-3C/PUD.
- b. A preliminary and final plat and preliminary PUD Development Plan Amendment and final PUD for a 400-unit multiple family apartment complex.
- c. A Conditional Use Permit for a 400-unit multiple family apartment complex.

The motion to deny such applications was passed by a vote of 5 in favor and 0 against. The reason for denying the applications was stated in the motion. The reason was that the requested uses and plat are not consistent with and are contrary to the comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED:

That the Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by the Councilmembers when the Council, by separate motion, denied the Comprehensive Plan Amendment and then by subsequent separate motion denied the re-zoning, the plat and the conditional use permit. The findings and reasons for denial as stated above are hereby made the City's findings of fact and reasons for denial.

Passed this 12th day of February, 2018.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JAEGER CONSTRUCTION – CASE NO. 17-61CA

Meeting Date: February 12, 2018
 Item Type: Regular Agenda
 Contact:  Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Conditional Use Permit Amendment to allow an addition to the existing auto sales building for the property located at 1290 50th Street.

- Requires 4/5th's vote.
- 60-day deadline: February 13, 2018 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to add a 2,164-square foot addition to their existing building to accommodate a car detailing and drying area.

Automobile and off highway vehicle sales are considered a conditional use in the B-3 district. The proposed improvements are consistent with the Comprehensive Plan and meet the conditional use criteria. Access to the property would not be changing. No additional impervious surface is proposed. Adding the addition would result in a reduction of two parking spaces, but the site will still exceed the minimum required by code. The exterior of the building would match the existing structure, complying with code requirements.

All construction plans will be reviewed by the engineering staff, fire department, and the building official prior to the issuance of a building permit.

RECOMMENDATION

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment request as presented with the conditions listed in the attached resolution.

Planning Commission: At the January 16, 2018 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: Conditional Use Permit Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
TO ADD AN ADDITION TO THE EXISTING AUTO SALES BUILDING**

**Jaeger Construction (Hyundai)
Case No. 17-61CA**

WHEREAS, the request is for the property located at 1290 50th Street and legally described as:

Lot 1, Block 1, Whitaker Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application for a conditional use permit amendment has been submitted to allow a 2,164-square foot building addition to the existing auto sales building;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, an automobile and off highway vehicle sales lot is a conditional use in the B-3 District;

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

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on January 16, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit amendment to add an addition to the existing building is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 12/15/17
Building Elevations	dated 11/29/17
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97
2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. All signage shall conform to the sign requirements of the B-3 zoning district.
4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
5. No employee or customer parking shall be allowed on 50th Street East.
6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
9. Resolution No. 11-55 shall become null and void and shall be replaced by the terms of this conditional use permit.

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 12th day of February, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: January 16, 2018
SUBJECT: **JAEGER CONSTRUCTION (HYUNDAI) - CASE NO. 17-61CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to add a 2,164-square foot addition to the existing Hyundai building, located at 1290 – 50th Street. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to add a 2,164-square foot addition to their existing building to accommodate a car detailing area. No additional impervious surface is proposed. All plans will be reviewed by the engineering staff, fire department, and the building official prior to the building permit. Staff recommends approval for the request with the nine conditions listed in the report.

Commissioner Simon asked if the three existing plastic/fabric signs on the block wall in front of the parking lot were included in the approved signage package for the property.

Ms. Botten replied they were likely temporary signs that were not included with the official sign package. She advised that the Code Enforcement Specialist would not have addressed the issue unless she received a complaint as it was a reactive program.

Opening of Public Hearing

Barry Jaeger, Jaeger Construction, 8308 Alverno Avenue, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Jaeger replied in the affirmative.

Chair Maggi closed the public hearing.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Lissarrague, to approve the request for a conditional use permit amendment to add a 2,164-square foot addition to the existing Hyundai building, located at 1290 – 50th Street, with the conditions as listed in the staff report.

Motion carried (8/0). This item goes to the City Council on January 22, 2018.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

HEARING DATE: January 16, 2018

CASE NO: 17-61CA

APPLICANT: Jaeger Construction

PROPERTY OWNER: Inver Grove Hyundai

REQUEST: A conditional use permit amendment to add an addition to the existing auto sales building.

LOCATION: 1290 – 50th Street

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner



BACKGROUND

The applicant is requesting a conditional use permit amendment to add a 2,164 square foot addition to the existing building; the addition would accommodate a car detailing area. No additional impervious surface is proposed to be added on the property.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** to add an addition to the existing auto sales building.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Volkswagon dealer; zoned B-3; guided RC, Regional Commercial
East	Vacant Best Buy building; zoned B-3; guided RC, Regional Commercial
South	Highway/right-of-way
West	Ford/right-of-way; zoned B-3; guided RC, Regional Commercial

SITE PLAN REVIEW

Setbacks. The proposed building addition is located 48 feet from the closest property line, exceeding setback requirements.

Parking Lot. There will be a loss of two parking stalls with the proposed addition; the number of parking spaces still exceed the minimum required by code.

Access. Access to the site is not changing; there is one access off of 50th Street along the north side of the property.

Landscaping. Landscaping was approved with the original CUP based on the site perimeter; no additional landscaping is required with the proposed addition. If there would be any removal of existing landscaping, it would require replacement or relocation of said plantings.

Trash. The existing trash enclosure will be removed. The applicant has stated the new trash enclosure will be stored inside the building. If the trash containers are stored outside they will have to be screened from view, complying with section 10-15-9D of the City Code.

Lighting. There are no changes proposed to the existing site lighting.

Exterior Building Materials. The exterior of the building would match the existing building, complying with code requirements.

Signage. All signage must comply with the signage allotment for the “B-3” zoning district. There is no new signage proposed with this request.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

Engineering. Engineering has reviewed the request and takes no exception to the proposed plans.

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial and automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3, general business zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed addition would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The proposed improvements do not appear to have any negative effects on City facilities or services. Engineering, Fire, and Inspections would all review and approve plans for code compliance prior to any improvements being done on the property.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The proposed building addition would be constructed with similar materials as the existing building.

- ii. Noise*

The proposed addition would not generate noises that are inconsistent with B-3 zoning

- iii. Fencing, landscaping and buffering*

No changes are being proposed to the landscaping on the site.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Setbacks exceed code requirements and the overall parking configuration is not changing.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The proposed addition would not generate any additional surface water or groundwater runoff as no additional impervious surface is being added to the property.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan	dated 12/15/17
Building Elevations	dated 11/29/17
Civil Plan Set	dated 05/27/97
Landscaping	dated 05/27/97
 2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 3. All signage shall be in conformance with the sign regulations of the City.
 4. All display pennants, flags, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices shall require a sign permit.
 5. No employee or customer parking shall be allowed on 50th Street East.
 6. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
 7. All final development plans shall be subject to the review and approval of the City Fire Marshal.
 8. Any new rooftop or ground mounted equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

9. Resolution No. 11-55 shall become null and void and shall be replaced by the terms of this conditional use permit.

B. Denial. If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

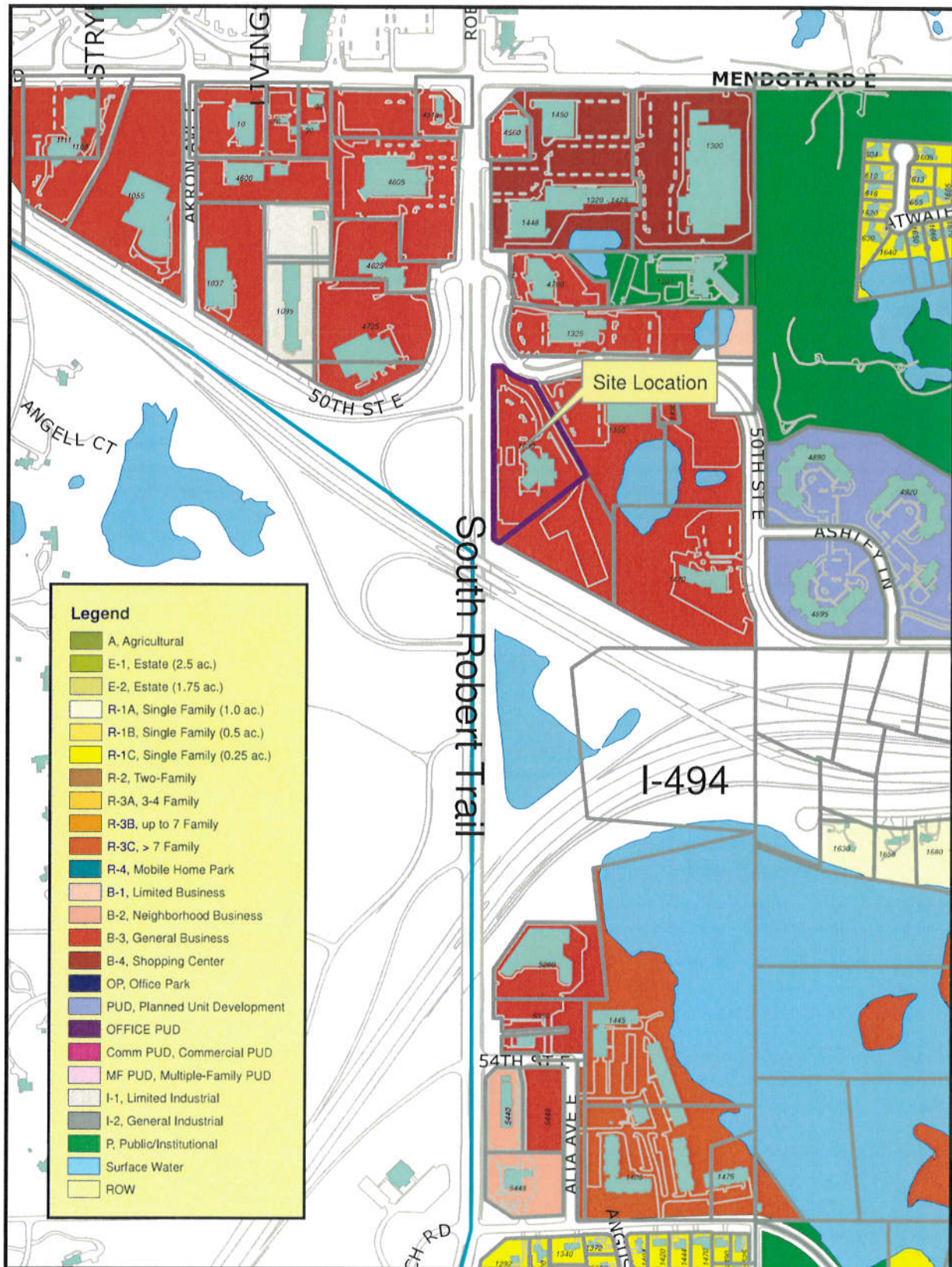
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Zoning/Location Map
Narrative
Site Plan
Elevations



Jaeger Construction (Hyundai) 1290 50th Street



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
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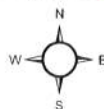


Exhibit A
Zoning and Location Map
Map not to scale

Inver Grove Heights Hyundai Car wash and Car Detailing Addition

We are submitting to revise a conditional use permit for the Hyundai car dealership at 1290 50th Street E. We are proposing an addition to the Hyundai car dealership. The addition consists of an addition to the existing car wash to add drying area and a new car detailing area. The addition is being added in an area that is currently paved. The grades and drainage will remain the same around the addition. Vehicle circulation and curb cuts will remain the same. We are not disturbing any landscaped areas. There will be a loss of 2 parking stalls with the addition. The disturbed area is less than 4000SF.

(B)

EXISTING BUILDING AND PROPOSED ADDITION SETBACKS

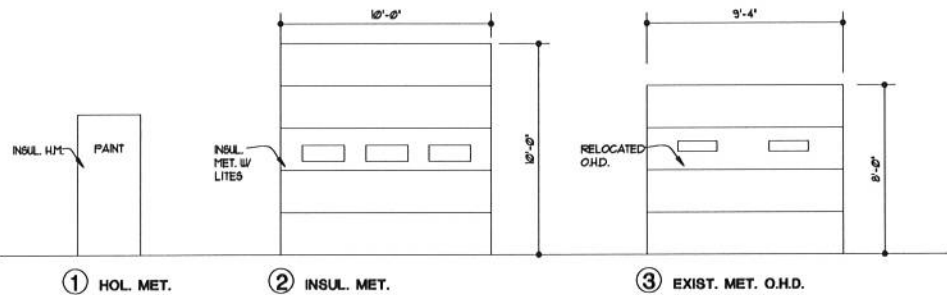


door schedule

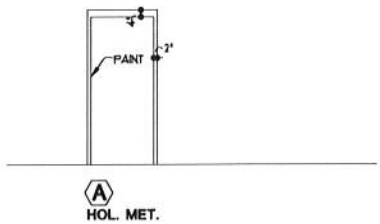
no.	location	thick	width	height	dr. type	fr. type	lintel	remarks
101A	CAR DETAIL	1 3/4"	3'-0"	7'-0"	1	A	CONC.	INSUL. HM. DR. AND FR. (1) (3)
101B	CAR DETAIL	2"	10'-0"	10'-0"	2	B	STL.	INSUL. MET. W/ ELECT. OPENER (2)
101C	CAR DETAIL	2"	10'-0"	10'-0"	2		STL.	INSUL. MET. W/ ELECT. OPENER (2)
101D	CAR DETAIL	2"	10'-0"	10'-0"	2		STL.	INSUL. MET. W/ ELECT. OPENER (2)
101E	CAR DETAIL	1 3/4"	3'-0"	7'-0"	1	A	CONC.	INSUL. HM. DR. AND FR. (1) (3)
102A	CAR DRYING	2"	9'-4"	8'-0"	3		STL.	RELOCATED O.H.D., TRACK AND OPENER
102B	CAR DRYING	1 3/4"	3'-0"	7'-0"	1	A	CONC.	
103A	CARWASH							EXIST. DR. AND FR. TO REMAIN
103B	CARWASH							EXIST. DR. AND FR. TO REMAIN

REMARKS
(1) DOORS TO RECEIVE COMMERCIAL GRADE ADA APPROVED LEVER HARDWARE.
(2) NEW O.H.D.'S TO BE 10'H.D. CO. THINWALL CORE DOOR SERIES 888' OR EQUAL R VALUE 11.5
(3) NEW MAN DOORS TO HAVE POLYURETHANE CORE- R VALUE 10.0 OR BETTER

DOOR TYPES

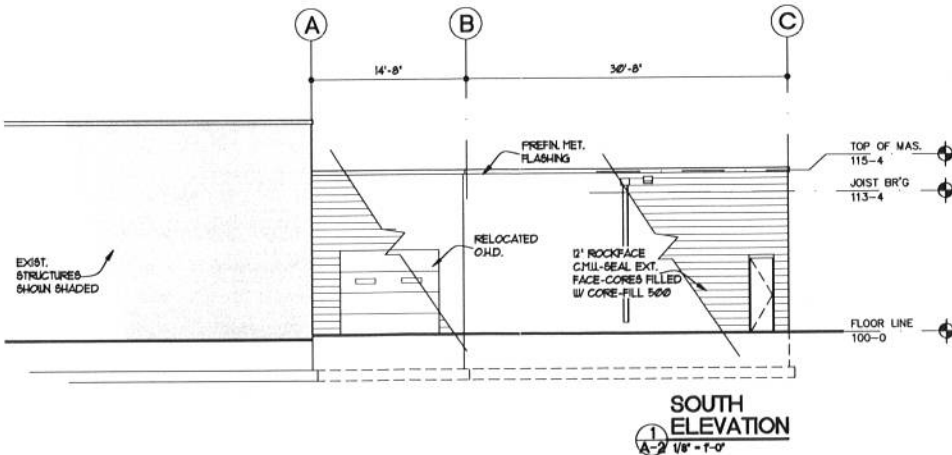
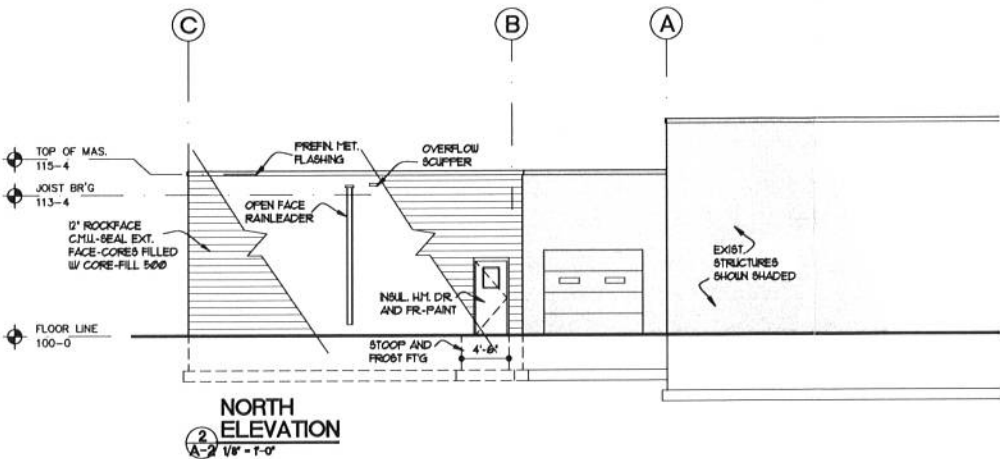
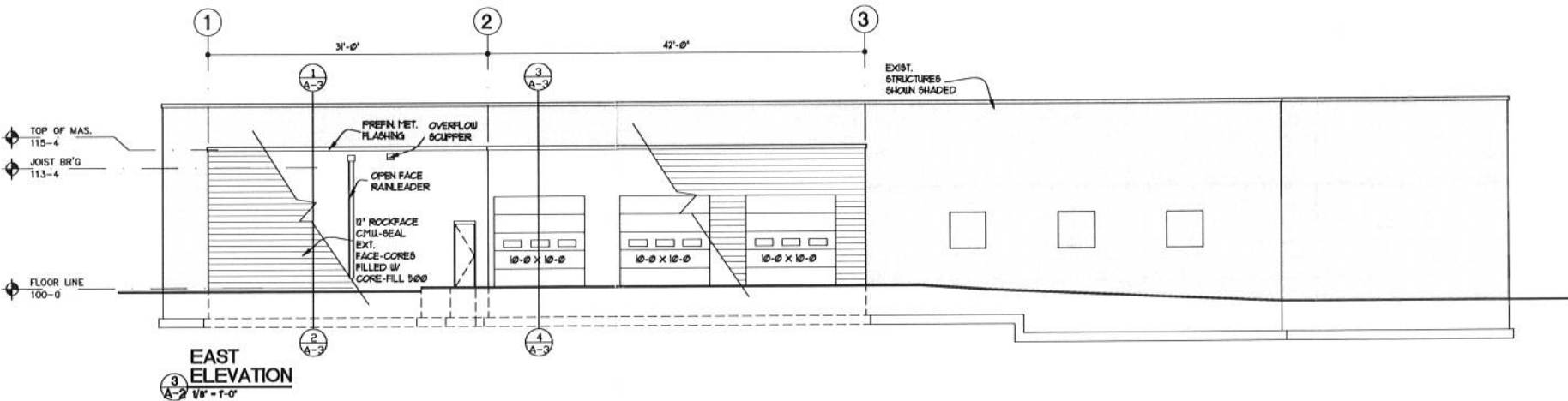
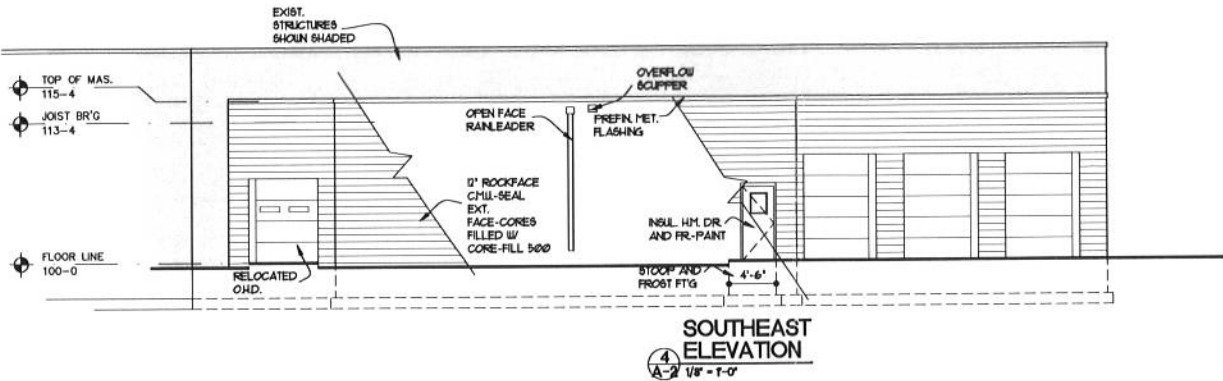


FRAME TYPES



room finish schedule

no.	name	floor	base	north	east	west	south	ceiling	height	remarks
101	CAR DETAIL	REAL CONC.		PAIN	PAIN	PAIN	PAIN	PAIN/JOIST/DECK	13'-4"	SEE 1/A-3 FOR CONC. SLAB PLAN
102	CAR DRYING	REAL CONC.		EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	EPOXY PAINT	PVC-EPOXY PT.	13'-4"	
103	CARWASH								13'-4"	EXIST. CARWASH



Date: 11-28-17
Comm. No: 10.17
Drawn By: [Signature]
Checked By: [Signature]

Rev: 1.0
No. 10.17
Date: 11-28-17

Proposed Carwash and Car Detail Addition
Inver Grove Heights, Minnesota
1290 50th Street
Inver Grove Heights, Minnesota
11/28/17
RIP Architects Inc.
1288 N Victoria St. St. Paul, MN 55117
Phone: (651) 651-3767
Cell: (612) 599-7964

PROPOSED CARWASH AND CAR DETAIL ADDITION
INVER GROVE HYUNDAI
1290 50TH STREET
Inver Grove Heights, Minnesota

ARCHITECTS INC.
1288 N VICTORIA ST. ST. PAUL, MN 55117
riparchitects@aol.com
Phone: (651) 651-3767
CELL: (612) 599-7964

RIP

A2
of
3

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving of a Joint Powers Agreement (JPA) with Dakota County for Engineering, Right Turn Lane and Signal Revision Construction for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

Meeting Date: February 12, 2018
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving of a Joint Powers Agreement (JPA) with Dakota County for engineering, right turn lane and signal revision construction for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road.

SUMMARY

The project was initiated by the City Council at the developer's request in June 2017. On June 26, 2017, Council received the draft development documents for the plat of Robert Curve and a MnDOT letter dated June 23, 2017 outlining MnDOT requirements which include a turn lane and signal revisions and other improvements. Subsequently, the developer authorized preparation of a level 2 concept plan to address MnDOT's requirements. The developer hired Kimley-Horn & Associates, Inc. to prepare this level 2 plan. MnDOT, Dakota County and the City Engineer approved the level 2 concept plan. The developer is responsible for these project costs. The developer has requested that the County become the lead agency to bid and construct this improvement at T.H. 3 and Diffley Road as part of the County's 2018 mill and overlay project (County Project 30-37). Kimley-Horn & Associates has prepared plans and specifications for this intersection improvement (outlined in a separate Council item seeking approval and authorization of advertisement for bids after the public hearing). The developer will be required to cover all project costs as outlined in the executed development documents.

Staff recommends Council approval of the joint powers agreement with Dakota County for final design engineering, right turn lane construction and signal revision, and project construction meeting MnDOT and County requirements. The JPA will address all improvements in the intersection. Dakota County is the lead agency for the project per the JPA. MnDOT is assisting in the review of the design.

I recommend approval of the resolution approving the JPA with Dakota County for engineering, right turn lane and signal revision construction for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road as part of County Project 30-37.

TJK/kf

Attachments: Resolution
 Joint Powers Agreement

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

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR
ENGINEERING, RIGHT TURN LANE AND SIGNAL REVISION CONSTRUCTION FOR THE 2018
IMPROVEMENT PROGRAM**

RESOLUTION NO. _____

WHEREAS, a motion passed by the City Council on June 26, 2017 called for the developer to be responsible to construct and pay for all improvements required by MnDOT and the County for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road; and

WHEREAS, MnDOT, Dakota County and the City Engineer have approved the level 2 concept plan for the improvements to the intersection of T.H. 3 and Diffley Road and said plan will be used to guide the final construction documents for County Project No. 30-37 at the intersection; and

WHEREAS, the developer of Robert Curve has agreed to provide the necessary funding and the developer will execute the development documents prepared by the City Attorney; and

WHEREAS, the City and County have drafted a Joint Powers Agreement to be executed by the two parties.

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

1. The Joint Powers Agreement with Dakota County for engineering, right turn lane and signal revision construction and other MnDOT/Dakota County requirements is hereby approved.
2. The City Attorney and City Engineer are hereby authorized to complete easement acquisition by assisting Dakota County.
3. The developer of the Robert Curve plat shall be responsible for all costs associated with the improvements at T.H. 3 and Diffley Road.

Adopted by the City Council of Inver Grove Heights this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

JOINT POWERS AGREEMENT FOR
RIGHT TURN LANE CONSTRUCTION & SIGNAL REVISION

BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF INVER GROVE HEIGHTS
FOR
COUNTY PROJECT NO. 30-37
CITY PROJECT NO. 2018-05

SYNOPSIS: Dakota County and the City of Inver Grove Heights agree to construct an east bound right turn lane on County State Aid Highway (CSAH) 30 (Diffley Road) at the intersection of State Highway 3 and revise the existing signal system at CSAH 30 and State Highway 3, Dakota County.

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

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to construct an east bound right turn lane on County State Aid Highway (CSAH) 30 (Diffley Road) at the intersection of State Highway 3 and revise the existing signal system at CSAH 30 and State Highway 3, Dakota County (the "Project"); and

WHEREAS, the County will include this Project in their Capital Improvement Program as part of the County's 2018 overlays.

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

1. Engineering. Design engineering including all aspects of the Project (public involvement, agency involvement, preliminary/final design etc.), surveying, mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time for these purposes, shall be the responsibility of the City. Construction management, construction inspection, and all related materials testing shall be capped at 8% of the actual construction cost.
2. Turn Lane & Signal Revision Construction. The costs for turn lane construction and signal system revision shall be the responsibility of the City. Costs includes all street and highway construction items; replacement or restoration of trails and sidewalks, landscaping and driveways when affected by construction; replacement or adjustment of water and storm sewer systems, if required due to reconstruction; relocating or adjusting privately owned utilities when not performed at the expense of the utility; replacement of roadway lighting, and all other construction aspects outlined in the construction plans.

3. City Utilities. Except as stated in the above sections of this Agreement, the City shall pay all other costs for new sanitary sewer, water mains and appurtenances constructed as part of this Project. Further, the City shall be responsible for the maintenance of all such facilities after completion of the Project.
4. Plans and Specifications. The City's consultant shall prepare the complete plans, signal system specifications, and cost estimate for County Project 30-37 consistent with Minnesota Department of Transportation (MnDOT) and State Aid design standards. The County Board will award the contract for construction of the overlay projects to the lowest responsive and responsible bidder in accordance with state law.
5. Permit. The City or the City's consultant shall be responsible for obtaining all approvals and permits from the MnDOT.
6. Project Cost Updates. The County will provide updated cost estimates to the City showing the City's share of Project costs at the following times:
 - after bid opening (prior to contract award),
 - during construction if total contract changes exceed \$25,000.

Project cost estimate updates include actual and estimated costs for construction. The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective councils or boards regarding Project costs.

7. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County, in turn, will bill the City for its share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment

of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by all parties prior to execution of work.

9. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

10. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after September 30, 2019.

11. Final completion. Final completion of the construction Project must be approved by both parties.

12. Pavement Maintenance. Upon acceptance of the Project, the City shall be responsible for all pavement maintenance within City right-of-way and the County shall be responsible for all pavement maintenance within County right-of-way unless necessitated by a failure of a municipal utility system or installation of new facilities.

13. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within County right-of-way is necessary to repair or install water, sewer, or other city utilities, the City shall restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above described water, sewer or other utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

14. Rules and Regulations. The County and the City shall abide by MnDOT standard specifications, rules and contract administration procedures.
15. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. The County shall include the City as additional insured in the contract documents.
16. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City.
17. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. The City will be financially responsible for the cost of the audit.
18. Integration and Continuing Effect. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations or

agreements between the County and the City regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities, including MnDOT Traffic Control Signal Agreement No. 78289R shall survive and continue in full force and effect in accordance with the Dakota County Transportation Plan after completion of the construction provided for in this Agreement.

19. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Mark Krebsbach (or successor)
Dakota County Transportation Director/County Engineer
14955 Galaxie Avenue
Apple Valley, MN. 55124
(952) 891-7102

Tom Kaldunski (or successor)
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2572

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

City Public Works Director

By _____
Mayor

APPROVED AS TO FORM:

(SEAL)

City Attorney

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

County Engineer

Assistant County Attorney / Date

COUNTY BOARD RESOLUTION:

By: _____
Physical Development Director

No: 18-068 Date: January 23, 2018

Date: _____

KS-_____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Approving the Payment Agreement for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road

Meeting Date: February 12, 2018
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Developer Payment Agreement |

PURPOSE/ACTION REQUESTED

Consider resolution approving the Payment Agreement for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road.

SUMMARY

The project was initiated by the City Council at the developer's request in June 2017. On June 26, 2017, Council received the draft development documents for the plat of Robert Curve and a MnDOT letter dated June 23, 2017 outlining MnDOT requirements which include a turn lane and signal revisions and other improvements. Subsequently, the developer authorized preparation of a level 2 concept plan to address MnDOT's requirements. The developer hired Kimley-Horn & Associates, Inc. to prepare this level 2 plan. MnDOT, Dakota County and the City Engineer approved the level 2 concept plan. The developer is responsible for these project costs. The developer has requested that the County become the lead agency to bid and construct this improvement at T.H. 3 and Diffley Road as part of the County's 2018 mill and overlay project (County Project 30-37). Kimley-Horn & Associates has prepared plans and specifications for this intersection improvement (outlined in a separate Council item seeking approval and authorized ad for bids after the public hearing). The City and County will enter into a JPA to define the terms of the project. The developer will be required to cover all project costs as outlined in the payment agreement.

The Payment Agreement for City Project No. 2018-05 is attached. Main points of the Payment Agreement include:

- Developer is responsible for all project costs on City Project No. 2018-05.
- The City will pay the County invoices on City Project 2018-05 (County Project 30-37) within 35 days of receipt.
- The Developer shall reimburse the City within 20 days of receipt of the invoices for City Project No. 2018-05 (County Project 30-37).
- The Developer shall provide the City with a Letter of Credit in the amount of \$247,753 as surety for the project.

Staff recommends Council approval of the joint powers agreement with Dakota County for final design engineering, right turn lane construction and signal revision, and project construction meeting MnDOT and County requirements. The JPA will address all improvements. Dakota County is the lead agency for the project per the JPA. MnDOT is assisting in the review of the design.

I recommend approval of the resolution approving the Payment Agreement for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road as part of County Project 30-37.

TJK/kf

Attachments: Resolution
 Payment Agreement

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

**RESOLUTION APPROVING THE PAYMENT AGREEMENT FOR CITY PROJECT NO. 2018-05 –
INTERSECTION IMPROVEMENTS AT T.H. 3 AND DIFFLEY ROAD**

RESOLUTION NO. _____

WHEREAS, a motion passed by the City Council on June 26, 2017 called for the developer to be responsible to construct and pay for all improvements required by MnDOT and the County for City Project No. 2018-05 – Intersection Improvements at T.H. 3 and Diffley Road; and

WHEREAS, MnDOT, Dakota County and the City Engineer have approved the level 2 concept plan for the improvements to the intersection of T.H. 3 and Diffley Road and said plan will be used to guide the final construction documents for County Project No. 30-37 at the intersection; and

WHEREAS, the developer of Robert Curve Development, LLC has agreed to provide the necessary funding and the developer will execute the development documents prepared by the City Attorney; and

WHEREAS, the City Attorney has drafted a Payment Agreement to be executed by the Developer following the February 12, 2018 Council meeting for City Project No. 2018-05.

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

1. The Payment Agreement with Robert Curve Development, LLC is hereby approved.
2. The Developer of the Robert Curve plat shall be responsible for all costs associated with the improvements at T.H. 3 and Diffley Road.
3. The Developer shall reimburse the City for all costs on City Project No. 2018-05 per the Agreement.
4. The Developer shall provide a Letter of Credit and cash as surety for City Project No. 2018-05 in an amount established by the City Engineer.
5. The Developer shall accept responsibility for the City's requirements set forth in a Joint Powers Agreement with Dakota County for City Project No. 2018-05 and County Project 30-37.

Adopted by the City Council of Inver Grove Heights this 12th day of February 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**AGREEMENT RELATING TO PAYMENT OF COSTS FOR
CITY PROJECT NO. 2018-05**

THIS AGREEMENT RELATING TO PAYMENT OF COSTS FOR CITY PROJECT NO. 2018-05 (Agreement) is made this 12th day of February, 2018, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Robert Curve Development, LLC, a Minnesota limited liability company (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Landowner. "Landowner" means Robert Curve Development, LLC, and its assigns and successors in interest with respect to the Property.

1.4 Property. "Property" means that real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached Exhibit B.

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

IF TO CITY:

City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Robert Curve Development, LLC
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

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

1.6 Project. “Project” means City Project No. 2018-05 - Intersection Improvements at T.H. 3 and Diffley Road for the Robert Curve Development. The Project consists of updating the existing intersection to provide for the improved connection of Diffley Court in the Robert Curve Development to T.H. 3. The work will include construction of an eastbound right-turn lane on Diffley Road, installation of an ADA pedestrian crossings, relocating and updating the existing traffic signal, clearing and grubbing, pavement removal, excavation, grading, placing fill, aggregate base, pavement, curb and gutter, storm sewer, storm water ponds, restoration and appurtenances.

1.7 City/County JPA. “City/County JPA” means that certain Joint Powers Agreement for Right Turn Lane Construction & Signal Revision between the County of Dakota and the City of Inver Grove Heights for County Project No. 30-37 and City Project No. 2018-05 (Dakota County Contract No. C0030019).

1.8 Financial Obligations. “Financial Obligations” means all costs and expenses incurred or to be incurred by the City with respect to the Project including, but not limited to:

- a. Costs and expenses incurred or to be incurred under the City/County JPA.
- b. Construction costs for the Project.
- c. Costs relating to design, preparation of plans and specifications and contract document preparation.
- d. Administration of the bidding process.
- e. County inspection fees.
- f. City Attorney fees for document preparation and contract administration and review of the City/County JPA.
- g. City engineering and administrative costs relating to: (i) the preparation of the Project, (ii) administration of the City/County JPA, (iii) administration of the construction contract, (iv) supplemental engineering and inspection work, (v) administration of the Project including processing of the notice for the Project, hearing for the Project and publication of notices.
- h. Contingency costs equal to 10% of the estimated construction costs.
- i. Fiscal costs associated with the Project.

1.9 County. “County” means the County of Dakota, a political subdivision of the State of Minnesota.

1.10 Landowner Default. "Landowner Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Landowner to timely pay the City any money required to be paid under this Agreement;
- b.) failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

1.11 Hold Agreement. "Hold Agreement" means that certain Hold Agreement Relating to the Plat of Robert Curve dated December 21, 2017 by and between the City and Landowner.

ARTICLE 2 **RECITALS**

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

Recital No. 2. The Project will benefit the Property.

Recital No. 3. The City is willing to cause the Project to be constructed through the City/County JPA and the City is willing to execute the City/County JPA if Landowner agrees to pay all Financial Obligations (as defined herein).

Recital No. 4. The estimated Financial Obligations are \$247,753.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE:

ARTICLE 3 **LANDOWNER AGREEMENTS**

3.1 Landowner Responsibility for Financial Obligations. Landowner agrees to pay the City for all Financial Obligations.

3.2 Manner of Payment. As the City incurs Financial Obligations, the City will, from time to time, bill and invoice the Landowner for the Financial Obligations. Landowner shall pay the City within 15 days after the date of the invoice. Any amounts not paid in a timely manner by Landowner shall bear interest at the rate of 8% per year from the date payment is due; such interest amounts shall also be paid by Landowner.

3.3 Enforcement Costs. Landowner shall also pay the City for costs incurred in the enforcement of this Agreement, including reasonable attorney's fees.

3.4 Cash Escrow. Kimley-Horn has been retained by the City to assist with design services for the T.H. 3 and Diffley Road Intersection Improvements including final design plans and technical specifications. The projected fee by Kimley-Horn for its project management and final design services associated with the T.H. 3 and Diffley Road Intersection Improvements is estimated at \$57,000. By the Hold Agreement, Landowner deposited \$57,000 in cash to secure payment of the Kimley-Horn fees. Landowner hereby agrees that the City may use the cash deposit of \$57,000 to pay the Kimley-Horn fees. To the extent the Kimley-Horn fees are less than \$57,000, the balance shall be applied by the City toward the Financial Obligations with the last payment for Financial Obligations.

3.5 City Remedies. If a Landowner Default occurs, then the City may avail itself of any remedy afforded by law or in equity and any of the following remedies:

- a.) the City may specifically enforce this Agreement;
- b.) the City may collect on the irrevocable letter of credit under Section 3.6;
- c.) the City may collect on the cash deposit under Section 3.4;
- d.) the City may in whole or in part, specially assess the Property for any of the Financial Obligations unpaid by Landowner. Up to \$247,753, the Landowner hereby waives any and all procedural and substantive objections to the Project and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Property. Up to \$247,753, the Landowner hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. The special assessments shall be allocated 40% to Lot 1, Block 1, Robert Curve, Dakota County, Minnesota and 60% to Outlot B, Robert Curve, Dakota County, Minnesota. The special assessments shall be payable in one installment.
- e.) the City may certify to Dakota County the amounts due as payable for the Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated 40% to Lot 1, Block 1, Robert Curve, Dakota County, Minnesota and 60% to Outlot B, Robert Curve, Dakota County, Minnesota.. Up to \$247,753, Landowner waives any and all procedural and substantive objections to the certification of the unpaid amounts.

3.6 Letter Of Credit Requirement. Upon execution of this Agreement, the Landowner shall deposit with the City a letter of credit or cash deposit in the amount of \$238,441.25 as stated in **Exhibit A**.

The bank and form of the 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, 2019. 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, 2019, 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 Landowner with the terms of this Agreement. The City may draw down on the irrevocable letter of credit or cash deposit for any of the following reasons:

- a.) a Landowner 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, 2019.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for the Financial Obligations and for other monetary responsibilities of Landowner under this Agreement.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 3.7 from time to time as Financial Obligations are paid.

3.7 Letter Of Credit Release And Letter Of Credit Reduction Upon Payment Of Financial Obligations. Periodically, upon the Landowner's written request and upon payment of the Financial Obligations by Landowner, the City shall allow the letter of credit to be reduced in the amount of the Financial Obligations that have been paid.

When all remaining Financial Obligations have been fully paid, the City shall release the letter of credit.

3.8 Possible Reduction Of Letter Of Credit Upon Contract Letting. If the construction contract awarded for the Project is less than \$147,865, then the letter of credit shall be reduced by 125% of the difference between \$147,865 and the reduced construction contract amount.

3.9 Estimates. The parties recognize and agree that the amounts set forth on Exhibit A are good faith estimates and that the actual amounts will become known when such costs are actually incurred.

3.10 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall

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

ARTICLE 4 **CITY AGREEMENTS**

4.1 Agreement to Execute City/County JPA. The City agrees to execute the City/County JPA.

4.2 Cause Project to be Constructed. Through the City/County JPA, the City shall cause the Project to be constructed.

ARTICLE 5 **MISCELLANEOUS**

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

- a.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

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

5.3 Recording. The City may record this Agreement with the Dakota County Recorder.

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

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

5.5 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.

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

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

5.8 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of February, 2018, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, 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:
ROBERT CURVE DEVELOPMENT, LLC**

By: _____
John Poepl
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of February, 2018, before me a Notary Public within and for said County, personally appeared John Poepl, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Robert Curve Development, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Robert Curve Development, LLC by authority of the Board of Governors of said limited liability company.

Notary Public

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

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

EXHIBIT A
LETTER OF CREDIT

1.)	Construction	\$147,865
2.)	Design by Kimley Horn	\$57,000
3.)	Inspection By Dakota County	\$11,830
4.)	City Attorney	\$4,436
5.)	City Resident Engineering Admin	\$7,400
6.)	Contingency	\$14,786
7.)	Fiscal	\$4,436
SUBTOTAL:		\$247,753
MINUS CASH DEPOSIT:		<u>\$57,000</u>
SUBTOTAL:		\$190,753
Multiplied by		1.25
TOTAL ESCROW:		\$238,441.25

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

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

Lot 1, Block 1, Robert Curve, Dakota County, Minnesota.

Outlot B, Robert Curve, Dakota County, Minnesota.

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 6, 2018
RE: Second Reading of Ordinance Amending City Code Section 4-1-6(I) relating to the Distances between an Off-sale Intoxicating Liquor Facility and a School or Church; February 12, 2018 Council Meeting

Section 1. Background. IGH City Code Section 4-1-6(I) dealing with liquor licenses requires that a 500 foot distance exist between an on-sale intoxicating liquor facility and a church parcel or school parcel. The distance is measured between the nearest property line of the parcel on which the on-sale intoxicating liquor facility is located and the nearest property line of the school parcel or church parcel. The distance is measured between parcel property lines rather than the distance between buildings.

This requirement is generally easy to administer when the on-sale establishment is a freestanding building on a lot containing only the on-sale intoxicating liquor facility.

When the on-sale establishment is part of a strip shopping center or a small part of a much larger lot with multiple buildings and multiple uses, there is some uncertainty in how the requirement should be applied. This is particularly true when there is shared parking because the definition of parcel includes all parking areas used in conjunction with the on-sale establishment.

An instance of this type has arisen with respect to Village Square Shopping Center and its juxtaposition to the parcel containing Hilltop Elementary School. The school parcel is about 12.21 acres. The Village Square Shopping Center parcel is about 9.92 acres and touches the Hilltop Elementary School parcel. The Village Square Shopping Center parcel contains multiple uses and multiple buildings and generally has shared parking for the multiple buildings.

In the building that contains Aldi Foods, there is an open space available for lease and a possible tenant has expressed an interest in leasing the open leased space for an off-sale liquor establishment.

The leased space is walled off from Aldi Foods and has its own identifiable separate entrance. Part of the leased space is 500 feet away from the Hilltop Elementary School parcel; part is not. The main entrance of the leased space is 500 feet away; the storage door entrance is not. Some of the shared parking is 500 feet away; some is not.

Section 2. Council Action. At the January 8, 2018 Council meeting the Council was asked to consider the first reading of an ordinance that would amend Section 4-1-6(I). The ordinance amendment provides that where there are large parcels (more than one acre) and where there are multiple buildings or leased spaces with shared parking, the 500 foot measurement will be taken from the main entrance of the off-sale liquor establishment to the nearest parcel boundaries of the school parcel or church parcel.

There were no changes suggested by Council at the first reading of the ordinance amendment.

At the February 12, 2018 Council meeting the Council will be asked to consider the second reading of the ordinance identified as:

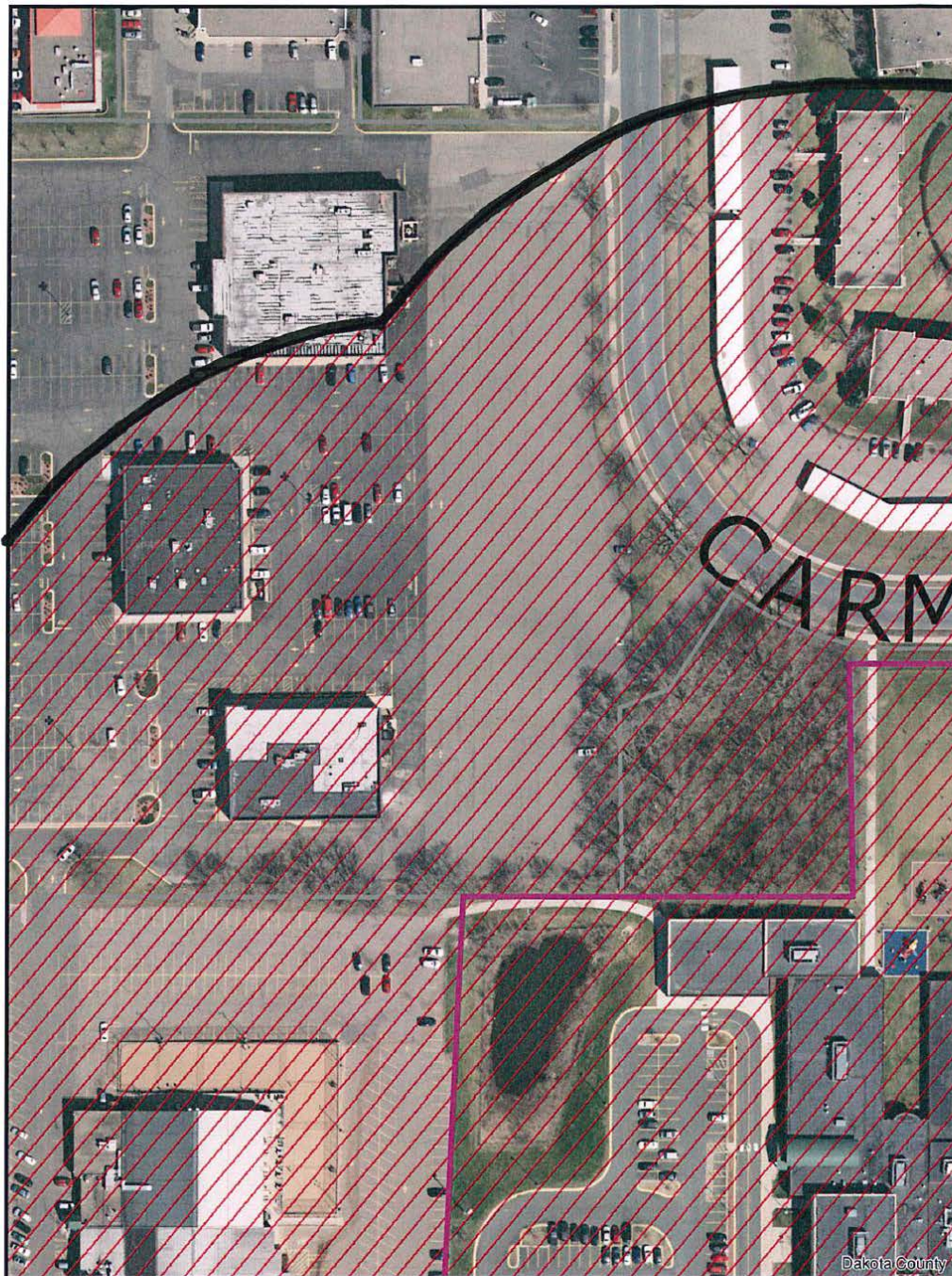
Ordinance Amending Inver Grove Heights City Code Section 4-1-6 (I) Relating To The Distances Between An Off-Sale Intoxicating Liquor Facility And A School Or Church

Attached is a map in color that shows the distances from the school parcel to the proposed liquor store location. The blackline near the top of the map is the 500 foot mark. Some of the building is within 500 feet. Some is not. The front door is outside the 500 foot limitation. The parking on the west side is generally outside the limitation. The parking on the south is generally within the limitation.

Attachment



500' buffer from the school district parcel



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
Copyright © City of Inver Grove Heights 2016



Map not to scale

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 4-1-6 (I) RELATING TO THE DISTANCES BETWEEN AN OFF-SALE
INTOXICATING LIQUOR FACILITY AND A SCHOOL OR CHURCH**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 4-1-6(I) of the Inver Grove Heights City Code is hereby amended to read as follows:

I. No off-sale intoxicating liquor license may be granted for a facility located on a parcel which lies within five hundred feet (500') of a parcel on which a school or church is located. The distance established herein shall be measured between the nearest property lines of the parcels.

For the purposes of this subsection, "parcel" means the lots on which the subject building exists, plus the adjoining lots used in conjunction with the liquor facility, church or school including any parking areas.

Provided, however, the following exceptions and qualifications to the above stated distance requirement shall apply:

1. Licenses that existed on October 1, 1995, for locations that do not meet the requirements of this subsection may nonetheless be renewed or transferred for such locations.
2. If a school or church in the future expands or is built within five hundred feet (500') of a licensed location that did meet the requirements of this subsection, the license may nonetheless be renewed or transferred for such location.
3. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be transferred to another location within five hundred feet (500') of the same school parcel or the same church parcel as long as the relocation occurs within forty two (42) months after the acquisition by the government entity.
4. If a government entity acquires a licensed location that was within five hundred feet (500') of a school parcel or church parcel, then the license may be temporarily transferred to another location for a period up to thirty (30) months within five hundred feet (500') of any school parcel or any church parcel as long as the relocation occurs within six (6) months after the acquisition by the government entity; in such instance, the authorization for the temporary relocated site expires after thirty (30) months from the time that the city issued the license for the relocated

site; after the thirty (30) month period, the relocated site is no longer eligible for an off-sale intoxicating liquor license.

5. If the on-sale intoxicating liquor facility is on property of one acre or more, and if the property contains multiple buildings or contains multiple leased spaces, and if the on-sale intoxicating liquor facility shares parking with other uses on the property, then the measurement of the five hundred foot (500') distance shall be from the main customer entrance for the on-sale intoxicating liquor facility to the nearest property lines of the church parcel or school parcel.

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this _____ day of February, 2018.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 12, 2018
Item Type: Administration
Contact: Joe Lynch
Prepared by: Judy Thill
Reviewed by: n/a

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other |

PURPOSE/ACTION REQUESTED Consider approving the Schematic Design for Fire Station #2 that was prepared by Five Bugles Design.

SUMMARY

At the September 25, 2017 meeting, Council approved awarding the contract for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2 to Five Bugles Design.

Representatives from Five Bugles Design have since met with the City Council, City Administrator, Fire Department Personnel and City Planning and Engineering Staff to develop a Schematic Floorplan design for the new Fire Station #2. Should the City Council approve the Schematic Design, Five Bugles will then begin the next phase of designing mechanical systems and deciding on exterior and interior materials, as well as developing construction documents for bidding purposes.

Staff is looking for approval of the Schematic Design for Fire Station #2 as prepared by Five Bugles.

Staff recommends approving the Schematic Design for Fire Station #2.



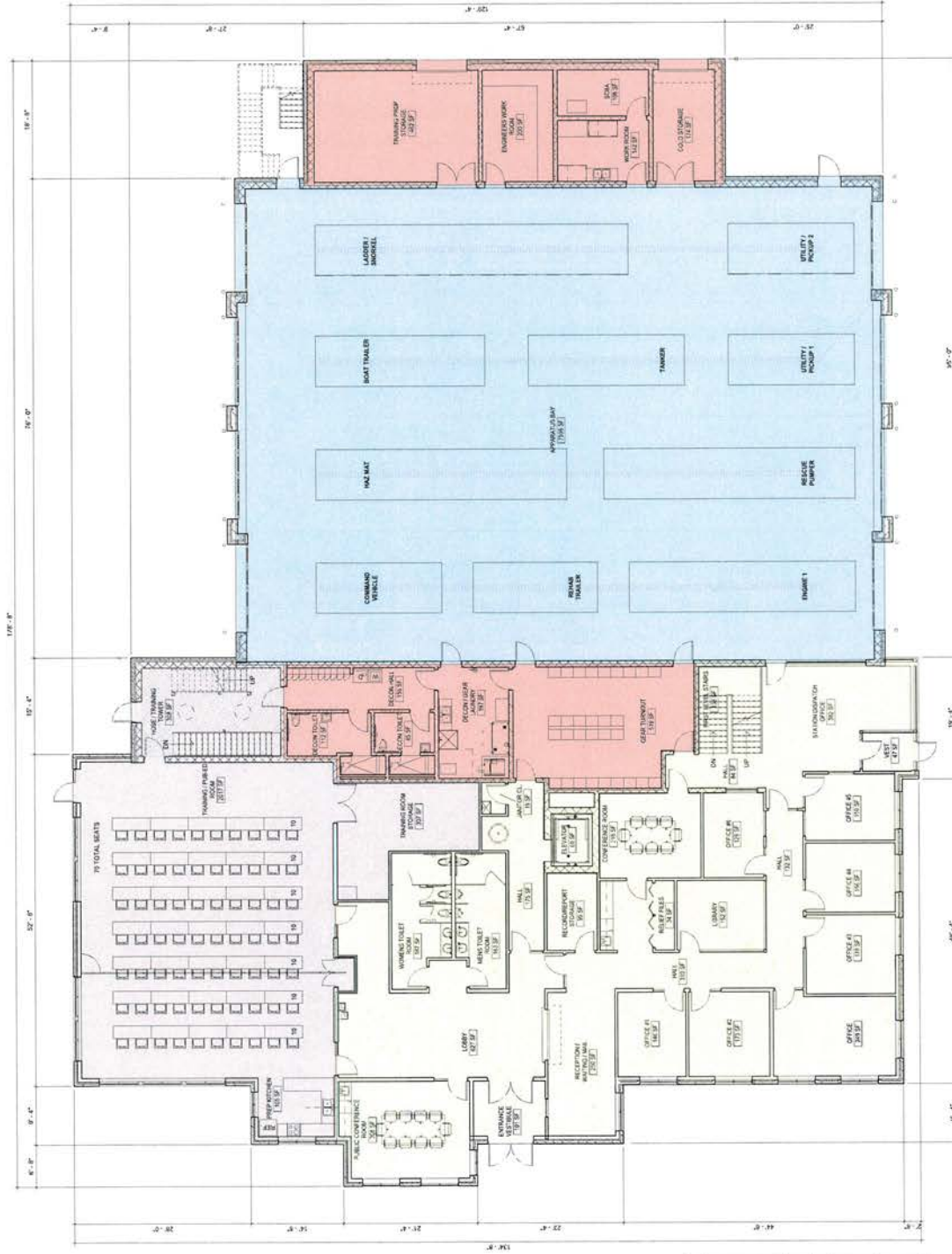
1 BASEMENT
1.0' x 1.0'



SD.1-01.17.2018
INVER GROVE HEIGHTS, MN

INVER GROVE HEIGHTS FIRE DEPARTMENT

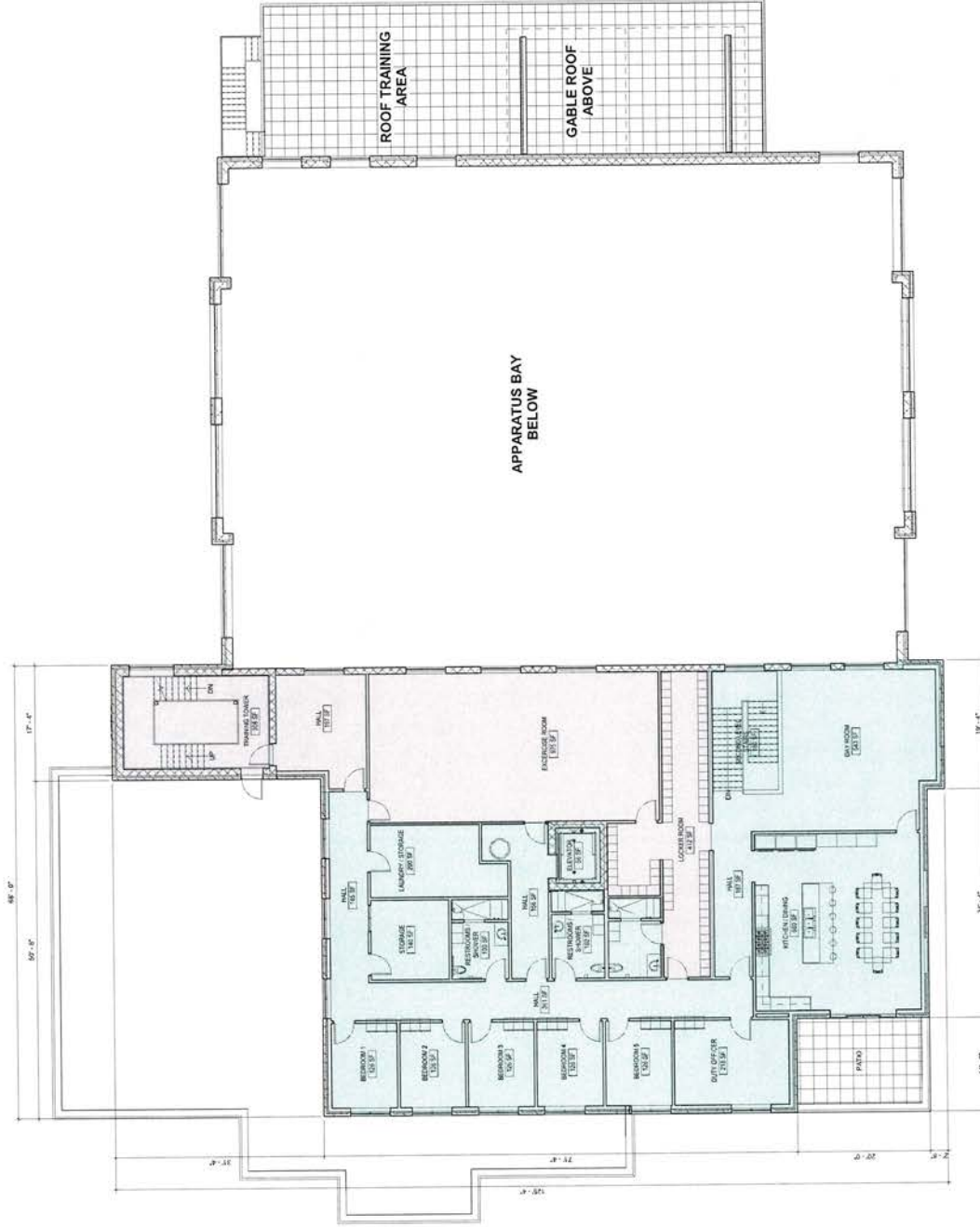
SD.1-01.17.2018
INVER GROVE HEIGHTS, MN



BUILDING SQUARE FOOTAGE	
APPARATUS BAY	= 7,895 SF
APPARATUS SUPPORT	= 2,530 SF
TRAINING	= 5,185 SF
ADMINISTRATION	= 5,240 SF
LIVING QUARTERS	= 4,290 SF
FIRST FLOOR	= 18,680 SF
SECOND FLOOR	= 6,460 SF
TOTAL	= 25,140 SF
PARTIAL BASEMENT	= 3,620 SF
TOTAL	= 28,760 SF
+ PARTIAL BASEMENT	= 3,020 SF
ADD ALT BASEMENT	= 3,020 SF
TOTAL	= 31,780 SF
+ ADD ALT BASEMENT	= 31,780 SF

1 FIRST FLOOR





BUILDING SQUARE FOOTAGE	
APPARATUS BAY	= 7,895 SF
APPARATUS SUPPORT	= 2,530 SF
TRAINING	= 5,185 SF
ADMINISTRATION	= 5,240 SF
LIVING QUARTERS	= 4,230 SF
FIRST FLOOR	= 18,680 SF
SECOND FLOOR	= 6,460 SF
TOTAL	= 25,140 SF
PARTIAL BASEMENT	= 3,620 SF
TOTAL	= 28,760 SF
+ PARTIAL BASEMENT	= 28,760 SF
ADD ALT BASEMENT	= 3,020 SF
TOTAL	= 31,780 SF
+ ADD ALT BASEMENT	= 31,780 SF

1 SECOND FLOOR
1/8" = 1'-0"

INVER GROVE HEIGHTS FIRE DEPARTMENT

SD.1-01.17.2018
INVER GROVE HEIGHTS, MN

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 12, 2018
 Item Type: Administration
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☒ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Council is asked to select one Council member as the regular board member and one Council member as the alternate board member to the newly created Dakota Broadband Board. This is the Joint Powers Agreement group formed by those cities and Dakota County wishing to extend broadband service to public service buildings in Dakota County and the operation and exercise of contracts for service, repairs, maintenance and policy decisions of the broadband service.

The Board will meet monthly initially, and then may change that meeting frequency based upon operations and need. The first meeting would be scheduled for February. At this time, I assume this will be a day time/afternoon time meeting, but I am not certain of that.

SUMMARY

I have enclosed a copy of the Dakota County Joint Powers Agreement for your information and review.

**JOINT POWERS AGREEMENT
DAKOTA BROADBAND BOARD**

November 30, 2017

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THIS JOINT POWERS AGREEMENT (as amended from time to time, this “**Agreement**”) is entered into as of _____ (Effective Date), by and between the parties described on Schedule A attached hereto (the “**Initial Participants**”), pursuant to Minnesota Statutes, Section 471.59.

1. Statement of Purpose and Powers to be Exercised. The purpose of this Agreement is to provide for the joint exercise of the statutory powers common to the Participants (defined below), pursuant to Minn. Stat. § 471.59, to establish, operate, maintain and improve the System (defined below) for use by the Participants and potentially other users including, but not limited to: the power to enter into agreements necessary or convenient to the exercise of such powers; to establish fees and charges with respect thereto; to acquire, own and convey real or personal property; to issue bonds or obligations under any law under which the Participants may independently issue bonds or obligations, and use the proceeds of the bonds or obligations to carry out the purposes for which the bonds or obligations are issued; and to take such other actions reasonably necessary to the establishment, operation, maintenance and improvement of the System (together with other powers described herein, the “**Joint Powers**”). Notwithstanding any other provision of this Agreement, the joint powers organization created by this Agreement shall not have: any power of eminent domain; any taxing powers; any power to pledge the full faith or taxing power of any of the Participants for any purpose whatever; or to issue general obligation indebtedness of any Participant.

2. Manner of Exercising Powers; Creation of Dakota Broadband Board. The Joint Powers of the Participants will be exercised through a joint powers board, which is hereby created, to be designated the Dakota Broadband Board (the “**Board**”), having the powers and duties described herein. The Board is authorized to exercise the Joint Powers on behalf of and in cooperation with the Participants as provided herein.

3. Defined Terms. Capitalized terms used herein shall have the following meanings:

“Access Fee” means an annual fee paid by each Participant as described in the System Plan or bylaws of the Board, which will include, but not be limited to, a fee (which shall be an equal amount for each Participant) in exchange for the Participant’s use of the I-Net.

“Access the System” or “Accessing the System” means that a Participant has at least one System Component that is connected to elements owned by other Participants and is relying on the Board to operate and maintain the System Component(s) on its behalf.

“Agreement” has the meaning given in Section 1 of this agreement.

“Annual Participation Fees” means all payments made to the Board by Participants including but not limited to Access Fees, the Basic Membership Fees and Operations and Maintenance Fees.

“Backbone” the central portion of the network consisting of redundant optical fiber ring segments interconnecting diverse communications network elements (switches, routers, etc.),

including connections at the colocation facility or facilities. Generally, the backbone capacity is greater than the networks connected to it.

“Basic Membership Fee” means an annual fee paid by a Participant regardless of whether or not it accesses any part of the System.

“Board” has the meaning given in Section 2 of this Agreement.

“C-Net” means the use of the System on any basis other than by the Participants for governmental purposes.

“CDA” means the Dakota County Community Development Agency and its successors and assigns.

“Drops” means the fiber optic cable and associated equipment necessary to serve individual retail customers. Drops typically begin at a handhole and terminate in the building of the retail customer.

“I-Net” means the use of the System by the Participants for governmental purposes.

“IRU” or “Indefeasible Right to Use” means agreements between a Participant and the Board, on behalf of itself and all other Participants, with respect to the use of System Components in which the Participant has an ownership or other legal interest.

“Initial Participant” has the meaning given in the Preamble of this Agreement.

“Joint Powers” has the meaning given in Section 1 of this Agreement.

“Lateral” means a fiber optic cable that is not part of the Backbone but instead extends fiber optic access into areas away from the Backbone.

“Operating and Maintenance Costs” means all expenses relating to the operation and maintenance of facilities controlled by the Board or used in connection with the System, including but not limited to, labor, contracted services, energy costs, monitoring costs, system configuration cost, switch-related costs, relocation costs, break repair costs, marketing costs, insurance, taxes, fees or similar charges.

“Participant” means the Initial Participants to the Agreement and each other qualified governmental unit satisfying the requirements of Section 4.B after the Effective Date of this Agreement, but excluding any governmental unit that has withdrawn from the Board pursuant to Section 4.D hereof.

“Supermajority” means a vote of two-thirds of the members of the Board, counted as one vote per member or on the basis of Weighted Voting, when required.

“System” means the telecommunication infrastructure necessary for the Participants to collectively provide more robust broadband, I-Net and C-Net services within Dakota County, including, without limitation, System Components and other network elements together with

contract rights and agreements necessary or convenient in connection with the operation, maintenance, development and use of such components.

“System Components” means the various necessary or convenient elements of the System, including, without limitation, fiber optic cables, hand holes, switches and routers.

“System Plan” means the plan defining both the physical aspects of the I-Net and C-Net System and the methods for funding or financing the costs associated with the operation, maintenance, and development of the System, as more fully described in Section 18 of this Agreement.

“Weighted Voting” means a vote of the Board in which each member’s vote is weighted by the proportion that the Operations and Maintenance costs allocated to the Participant the member represents bears to the total Operations and Maintenance cost during the year in which the vote is taken; provided, however that no prevailing vote will pass without the support of at least three members.

“Withdrawing Participant” means a Participant that has given notice of its intent to withdraw from the Board pursuant to Section 4.D.

4. Participant.

A. *General.* A county, city, town, school district, or other local unit of government whose jurisdiction is within Dakota County, and who has the authority to exercise the Joint Powers under Minnesota Statutes may be a Participant.

B. *Additional Participants.* In addition to the Initial Participants, any government entity described in Section 4.A is eligible to be a Participant, subject to the prior approval of the Board, by:

i. executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof;

ii. satisfying such other conditions mandated by the Board at the time as a condition to becoming a Participant.

C. *Annual Participation Fees.* The Board shall establish and collect, and the Participants shall pay non-refundable Annual Participation Fees. Withdrawing Participants shall continue to pay Annual Participation Fees due and payable during any required notice period under Section 4.D hereof. The Board shall not impose the Basic Membership Fee on the CDA unless the CDA is a Participant and is accessing the System.

D. *Withdrawal of Participants.*

i. A Participant that has not provided any System Components may withdraw, effective immediately, by providing written notice to the Chair of the Board.

ii. A Participant that has provided System Components may withdraw by providing not less than eighteen months advance written notice to the Chair of the Board, and by paying to the Board a “withdrawal payment.” The withdrawal payment shall be determined through a good faith negotiation between the Board and the Withdrawing Participant. The purpose of the withdrawal payment is to require a Withdrawing Participant to pay actual and direct expenses incurred by the Board or another Participant which are reasonably related to the Withdrawing Participant’s withdrawal including, without limitation, System Components relocation costs, leasing costs, and permit fees. If the Board and the Withdrawing Participant are unable to reach an agreement on the amount of the withdrawal payment, the disagreement shall be settled by binding arbitration, or in such other manner as is acceptable to the Board and the Withdrawing Participant. The amount of the withdrawal payment may be reduced to the extent the Withdrawing Participant and the Board enter into agreements which extend the Board’s right to use System Components owned or controlled by the Withdrawing Participant. The provisions of Section 6.C hereof regarding termination of IRUs will continue to apply to Withdrawing Participants for the duration of any IRU.

iii. The withdrawal of a Participant will not, in and of itself, modify any IRUs or similar agreements executed by the Withdrawing Participant related to the use by the Board or other Participants of System components owned by the Withdrawing Participant. The term and termination of such IRUs and similar agreements are governed by the provisions in each individual IRU or similar agreement. In addition, each Withdrawing Participant shall remain liable for all financial liabilities incurred during the period it was a Participant, but shall not be liable for any new financial liabilities incurred after the date of delivery of its notice of withdrawal.

iv. Notwithstanding the eighteen month notice required for withdrawal under Section 4.D.ii above, the Board and the Withdrawing Participant may negotiate a shorter notice period in exchange for an additional payment by the Withdrawing Participant, designed to satisfy ongoing financial obligations of the Withdrawing Participant to the Board.

v. To the extent that IRUs granted by the Withdrawing Participant to the Board for System Components owned by the Withdrawing Participant continue beyond the withdrawal date, the obligations of the Withdrawing Participant to pay associated Operating and Maintenance Costs for such IRUs will survive withdrawal.

5. Board.

A. *Creation.* A joint powers board, known as the Dakota Broadband Board, is hereby established for the purposes contained herein with the powers and duties set forth in this Agreement.

B. *Members.* Each Participant that is accessing the System is entitled to appoint two members of its governing body as a member and an alternate member to the Board. The terms of each member and alternative member shall be as established in by-laws to be adopted by the Board, but in any event, shall terminate at such time as the member or alternate member ceases to be a member of the governing body of the applicable Participant.

C. *Committees.* The Board may appoint standing and ad hoc committees including, without limitation, an operations committee, with the powers to be described in the Board's bylaws.

D. *Governance-Voting.* As shall be required in bylaws to be adopted by the Board:

i. Actions of the Board will be taken by vote of the Board in which each member of the Board shall have one equal vote unless Weighted Voting is required. Decisions will be made by a majority of the votes cast except where a Supermajority is required.

ii. Weighted Voting is required: to approve or revise the System Plan; to approve periodic budgets, including required contributions to be made by each Participant in support of such budgets; to employ any personnel of the Board; and to approve the issuance of any bonds or debt obligations of the Board. In the case of the issuance of debt, an affirmative vote of two-thirds Supermajority of the votes cast is required.

iii. When weighted voting is required, the weight of each Participant's vote is determined by the Participant's proportional contribution to the total annual Operations and Maintenance costs of the Board in the year the vote is taken, multiplied by one hundred. In no event shall the total of the weighted votes be in excess of, or less than, one hundred (100). However, no prevailing vote will pass without the support of at least three Participants.

E. *Governance-Officers.* At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the members designated by the governing bodies of the Participants. The Chair and Vice Chair shall be elected by the Board for one year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

F. *Purposes.* The Board shall: provide the structure for administrative and fiscal oversight of the System; set appropriate policies for the Board and the System; maximize the use of resources available to the various Participants for the benefit of the System; and establish and oversee any appropriate committees.

G. *Powers.* The Board shall have the general powers described in Section 1 of this Agreement, including the powers to do the following:

i. To negotiate and enter into contracts, including contracts: for the acquisition of real or personal property and equipment; employment of Board personnel, professional services and consultants; with wholesalers or resellers that desire to utilize the System;

ii. To acquire, construct, manage, maintain, or operate any interest in the System and any System Components;

iii. To apply for and hold any required licenses or permits;

iv. To sue and be sued;

v. To apply for, receive and utilize grants and loans;

vi. To accept donations;

vii. To issue bonds or debt obligations as permitted by law, by vote of a Supermajority of the Board, using Weighted Voting, provided that such obligations shall not constitute an obligation of any individual Participant;

viii. To promulgate, adopt, and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions, and purposes of this Agreement.

H. *Additional Powers and Responsibilities.* In addition to the foregoing, the Board shall have the following specific powers and responsibilities, as further described and developed in the System Plan:

i. To approve contracts with commercial vendors regarding development, operation, marketing, public relations, maintenance and expansion of the System;

ii. To adopt an annual budget for operation and maintenance of, and capital improvements to, the System;

iii. To develop policies regarding accounting, contracting and procurement, employment, operations and maintenance, and asset replacement. The Participants expectation is that one or more of the Participants may provide financial accounting and or human resources services for the Board.

iv. To establish processes for setting the fees for Participants and non-Participants to access and use the System in accordance with the duly adopted System Plan and to administer the processes for setting fees that apply uniformly or equitably to all Participants;

v. To acquire or lease real property as required for operations;

vi. To discharge other duties consistent with the purposes of this Agreement or as required by law.

I. *System Plan.* A System Plan has been developed by the Participants in coordination with an outside consultant, Design Nine Broadband Planners, and titled "C-Net/I-Net Systems and Business Plan v7." The System Plan is fully incorporated into this Agreement by reference. The Board will formally adopt the System Plan at its first organizational meeting and may thereafter amend the System Plan from time to time as it deems appropriate. If there are any conflicts between the terms of this Agreement and the terms of the System Plan, the terms in this Agreement shall prevail. The vote to approve or modify the System Plan shall be by Weighted Voting.

6. Acquisition of Interests in System Components. The Board will acquire interests in the use of System Components as follows.

A. Participants will identify System Components for which they will grant to the Board IRUs with any qualifications or conditions, each of which will have an initial term of 10 years, with two five-year renewals which shall be automatic unless the Board affirmatively decides not to renew, by giving ninety (90) days' notice to the Participant prior to termination. In connection with, and as a part of the grant of each IRU, the Participant will grant to the Board all rights necessary or convenient for the Board to operate the System within the geographic boundaries of the Participant. The preceding sentence is not intended to grant to the Board prior approval of any permits required to be obtained in connection with any System Components to be constructed by the Board, provided however that such permits will not unreasonably be withheld by any Participant.

B. In connection with the grant by any Participant of an IRU to the Board for the benefit of the Participants as to any System Components, the Board will assume operating and maintenance costs and responsibilities with respect to such System Component.

C. With the prior consent of the Board, Participants may terminate an IRU as to any System Components owned by it with not less than two year's prior written notice to the Board. The Board will consent to such termination unless the removal will render the Backbone to be less than carrier class or violate any Board contracts. The Participants recognize that the two-year notice period is necessary and appropriate to permit the Board to make alternative provisions for the continuance of service. The Board may waive the two-year notice if it determines, in its sole discretion, that early termination will not adversely impact the System.

7. Ownership of System Components.

A. Each Participant retains the ownership interests it has in System Components, subject to the interests it grants to other Participants or the Board pursuant to IRUs or other contractual arrangements.

B. The Board recognizes that Participants may have partial ownership interests in System Components, or may have granted to third parties certain interests in such assets, which may limit the Participants' ability to dedicate or grant IRUs in such System Components.

C. The Participants' intent is that the Board will not own System Components unless in a specific situation the Board determines that it will construct and own certain System Components.

8. Expansion of System

A. Each Participant retains the authority to undertake and finance additional System Components to be owned by it, however each additional System Component that will be designated for operation and maintenance by the Board shall be constructed consistent with standards established by the Board and shall require prior review and approval as determined by the Board, in order to ensure that additions to the System will be undertaken in a coordinated manner. A decision to expand the System Components owned by a Participant remains with each Participant.

B. Each Participant must evaluate the financial viability for new System Components and System expansions. The Board will not participate in the cost of expansions to be owned by a Participant. The costs for new Laterals and Drops will be borne by individual Participants.

C. The Board may provide tools for Participants to expand the System by the addition of Laterals or Drops in accordance with the System Plan. This assistance would be in the form of technical assistance in implementation of the projects. The Dakota County Community Development Agency may provide financing assistance to Participants but will not participate in paying such costs.

9. Operating and Maintenance Cost Sharing. As is further described in the System Plan, Operating and Maintenance Costs will be separated into their logical parts. Responsibility for each cost category then will be shared by Participants based on distribution parameters appropriate for each category as determined by the Board.

Payment by Participants of their allocated share of Operating and Maintenance Costs will be in addition to the annual Access Fee. The Board shall use the Access Fees and Basic Membership Fees to offset a portion of the Operating and Maintenance Costs, as provided in the System Plan.

10. Financing Initial I-Net and Initial C-Net Capital Improvements. The following cost sharing provisions apply ONLY to the Initial Capital Projects. They do NOT apply to System expansions as described in Section 8. As is further described in the System Plan, Initial Capital Project costs will be shared as follows:

A. *Initial I-Net Capital Improvements Costs.* All municipal Participants and the CDA will pay for their own switches and their associated optics along with the fit-up costs relating to placement of the switches. Municipal Participants and the CDA will also pay for their own Drops and Laterals along with all associated splicing and other incidental

costs, except that no municipal Participant or the CDA will be required to extend more than two thousand (2,000) feet of fiber optic cable to reach its primary access point. Each Municipal Participant will also contribute the same amount of funds as other Municipal Participants, with the equal share amount to be determined by the Board, to create an initial break/fix fund balance. Dakota County will pay for all other Laterals necessary to provide adequate access to the System for all Participants along with splicing and other costs associated with constructing the other Laterals. Dakota County will also pay for all costs related to the creation of the core nodes.

B. *Initial C-Net Capital Improvement Costs.* The CDA will pay for all costs relating to the Initial C-Net Capital Improvements as described in the System Plan.

11. Revenue Generation. As is further described in the System Plan, charges for use of the System will be imposed as follows.

A. *I-Net Usage and Charges.* Each Participant may use the System to the extent available within its boundaries for its own I-Net purposes on an unlimited basis, in exchange for annual payment of its Access Fee. Other than through the payment of the Access Fee, the Board shall not charge Participants for I-Net usage of the System.

B. *C-Net Revenues.* As further described in the System Plan, the Board will establish and collect charges for use of the C-Net, including different rates or charges for protected, versus unprotected, services. An amount equal to fifty per cent (50%) of revenue generated by C-Net usage will go the Participant in whose geographic limits the revenue is generated. An amount equal to forty five percent (45%) of revenue generated will be distributed pro rata to the Participants based on value of System assets provided by the Participants. An amount equal to 3.33% will be distributed pro rata to non-county members only based on their population. An amount equal to 1.67% will be distributed to Dakota County.

12. Establishment of a Relocation Fund; Submission of Capital Plans.

A. As further described in the System Plan, in the event of unanticipated need to relocate System fiber optic cable and associated structures and equipment, the CDA, at its option, may establish a fund which can be accessed by Participants for temporary construction financing on terms determined by the CDA. If the CDA creates a relocation fund, the Participants accessing relocation funds will repay the CDA beginning in the Participant's next budget year. The intent of this fund is to provide temporary construction financing to be repaid in the next budget year. However, in the case of hardship, the CDA Board at its sole discretion may authorize a multi-year repayment plan. All fund repayments will include interest at a rate to be established by the CDA Board.

B. In order to minimize the unexpected need to relocate facilities, each Participant shall submit its Capital Improvements Plans relating to any System Components to the Board for review and comment prior to adoption thereof.

13. Default; Remedies. Upon the occurrence of any default hereunder, the Board and each Participant shall have any and all remedies available to it at law or in equity.

14. Liability; Indemnification.

A. *Responsibility for Own Acts and Omissions.* No Participant shall be liable for the acts or omissions of another Participant, unless it has specifically agreed in writing to be responsible for the same. Each Participant acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Participant agrees to promptly notify all Participants if it becomes aware of any potential Board related claims or facts that are likely to give rise to such claims. Neither the Board nor any Participant shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Participant, except as expressly provided herein or in any of the documents authorized herein.

B. *No Waiver.* Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Participant's statutory or common law immunities or limitations on liability, including by not limited to, Minnesota Statutes Chapter 466. Further, the Participants' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Participants and the Board. For purposes of determining total liability for tort damages, each Participant and the Board are considered a single governmental unit and the total liability for all of the Participants and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Participants under Minnesota Statutes Sections 466.06 or 471.981.

C. *Indemnification.* The Board shall be considered a separate and distinct government joint powers entity to which the Participants have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 14.A, to the extent of any liability insurance carried by the Board and available for such purpose, the Board shall defend, indemnify and hold harmless each Participant from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Participants taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Participant for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith. The Board shall carry insurance which provides for coverage equal to or greater than commercial general liability insurance in the amount of at least two million (\$2,000,000) dollars. If the

Board employs any personnel, it shall also provide for worker's compensation benefits in the amount consistent with state statutes.

D. *Uninsured Liability.* If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Participants on the basis of each Participant's proportional contribution to the total Operations and Maintenance costs of the Board in the year in which the action or inaction giving rise to the liability is occurred.

15. Termination of Board; Disposition of Assets. This Agreement may be terminated, and the Board dissolved, upon the vote of a Supermajority of the Board using Weighted Voting. Prior to voting to terminate this Agreement, the Board shall adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the Participants who have not previously withdrawn in proportion to the total of all contributions made by the remaining Participants in place at the time of dissolution.

16. Amendments. This Agreement may be amended at any time and from time to time by agreement of all Participants who are members of the Board. Notwithstanding the foregoing, no amendment shall adversely affect the security for any bonds or debt obligations issued by the Board and outstanding at the time of the amendment.

IN WITNESS WHEREOF, each of the Participants has caused this agreement to be executed on its behalf by its respective authorized officers, all as of the date first above written.

DAKOTA COUNTY, MINNESOTA

By _____
Its _____

Approved as to form

Assistant County Attorney Date

[Additional Participant Signature Pages to be added.]

CITY OF APPLE VALLEY

Date: _____

By: _____
Mary Hamann-Roland, Mayor

Attest:

Date: _____

By: _____
Pamela Gackstetter, Clerk

CITY OF BURNSVILLE

Date: _____

By: _____
Elizabeth Kautz, Mayor

Attest:

Date: _____

By: _____
Macheal Collins, Clerk

CITY OF FARMINGTON

Date: _____

By: _____
Todd Larson, Mayor

Attest:

Date: _____

By: _____
David McKnight, City Administrator

CITY OF HASTINGS

Date: _____

By: _____
Paul Hicks, Mayor

Attest:

Date: _____

By: _____
Melanie Mesko Lee, City Administrator

CITY OF INVER GROVE HEIGHTS

Date: _____

By: _____
George Tourville, Mayor

Attest:

Date: _____

By: _____
Joe Lynch, City Administrator

CITY OF LAKEVILLE

Date: _____

By: _____
Douglas P. Anderson, Mayor

Attest:

Date: _____

By: _____
Justin Miller, City Administrator

CITY OF MENDOTA HEIGHTS

Date: _____

By: _____
Neil Garlock, Mayor

Attest:

Date: _____

By: _____
Lorri Smith, Clerk

CITY OF ROSEMOUNT

Date: _____

By: _____
Bill Droste, Mayor

Attest:

Date: _____

By: _____
Clarissa Hadler, Clerk

CITY OF SOUTH ST. PAUL

Date: _____

By: _____
James Francis, Mayor

Attest:

Date: _____

By: _____
Christy Wilcox, Clerk

CITY OF WEST ST. PAUL

Date: _____

By: _____
Jenny Halverson, Mayor

Attest:

Date: _____

By: _____
Chantal Doriott, Clerk

DAKOTA COUNTY DEVELOPMENT AGENCY

Date: _____

By: _____

Attest:

Date: _____

By: _____

Schedule A
Initial Dakota Broadband Participants

City of Apple Valley
City of Burnsville
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota
Dakota County Community Development Agency

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: 02/12/2018
 Item Type: Administration
 Contact: Paul Schnell, Police Chief
 Prepared by: Paul Schnell, Police Chief
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

☐	None
☒	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☐	Other

PURPOSE/ACTION REQUESTED

Consider approval of job descriptions for the position of deputy chief of police and police commander and approve the recommended rank restructuring plan for the police department.

SUMMARY

At the December 04, 2017, regular meeting of the Inver Grove Heights City Council, then Interim Police Chief Sean Folmar provided the council with an update on the policing benefits associated with the current 12-hour patrol shifts. The change from the previous 9-hour patrol shift to a 12-hour shift resulted in a variety of benefits, including: increased coverage, team-based policing orientation, boosted morale, and increased productivity. While these are positive and notable benefits to the schedule change, department leadership also noted some challenges.

Though the department has two administrative sergeants who have a host of assigned administrative duties, they also provide shift coverage when the regular day or night sergeant uses vacation, holiday or sick leave. As employees gain longevity with the department, they also earn more time off. The result is that the administrative sergeants are really serving as relief sergeants; providing supervisory shift coverage in the absence of the regularly scheduled sergeant. As was presented, because of earned benefit use and “Pittman” time earnings, the two administrative sergeants spent all but just 60 total days providing relief coverage. With just 60 days of sergeant “double-up,” the administrative sergeants are challenged to complete their administrative assignments. The net result is that when administrative sergeants are covering patrol supervisor shifts, their assigned administrative duties can greatly suffer. In the alternative; if the sergeants give needed attention to their administrative duties while covering as the patrol supervisor, there is a reduction in officer supervision, which is less than ideal.

During my first month, I did an analysis of current supervisory coverage. While the department did work with the sergeants and their collective bargaining group to develop a strategy to alleviate a portion of the additional coverage time (Pittman Days), challenges remain.

Given that the Inver Grove Heights PD has a large contingent of newer officers, strong patrol supervision is critical. Regardless of the longevity of patrol officers, fully engaged patrol supervision has been a proven means of reducing (liability) risk, while increasing service quality – both important policing values.

Even though patrol supervision efforts are critical, there remains a fundamental need to ensure that the many administrative duties assigned to the administrative sergeants get completed in a timely manner. Some of their assigned administrative duties are statutorily mandated and others are essential to the orderly operation of the police department. Though it is my belief that we must promote independent professional decision-making at all levels of the police department, it cannot come at the expense of supervisory and managerial oversight.

The proposed changes to the rank structure also reflect an organizational design that will meet the needs of the police department for many years to come. The department's command staff collectively believe that there is wisdom in establishing a command level infrastructure to support the department's current and future needs, which is based on the anticipated increased demand for services because of population growth. It is expected that as the number of officers increases over time no additional command staff will be required to meet community and departmental needs. Future growth will eventually require the addition of officers, non-sworn support staff, and line-level supervisors (sergeants) to maintain sound span of control.

In addition, this proposal meets the objectives of leadership development and succession planning. Given that I am new to the position of police chief, it might be argued that succession planning should not be a priority. I believe, however, that it is incumbent upon me to provide reasonable opportunities for professional growth and development with the goal of leaving the department with a cadre of strong leaders at every level of the department.

Finally, and perhaps most importantly, I am convinced that by investing in the department's infrastructure today, we will not only fulfill our necessary statutory and administrative functions; will have the structure to more effectively lead efforts to deepen community engagement, devote resources to targeted community problem-solving, and we can implement strategies consistent with the 2015 Report of the President's Task Force on 21st Century Policing.

Proposal: To maximize the time our sergeants are "on the street" working with our patrol officers, as well as, providing time for formulating and overseeing targeted problem-solving efforts, I recommend the following reclassifications and corresponding promotions or personnel changes:

1. Sean Folmar reclassified from Police Lieutenant to Deputy Chief of Police
2. Josh Otis reclassified from Police Lieutenant to Police Commander
3. TBD Sergeant promoted from Police Sergeant to Police Commander
4. TBD Officer promoted from Police Officer to Police Sergeant
5. Reduction of one Investigator – from 4 to 3 investigators

Note: Should the Council approve this request, the current promoted rank of lieutenant will no longer exist. In addition, approval of this request does not change the authorized sworn strength of the police department as previously established by the Council.

Method of Financing: A unique opportunity exists given the city's savings of the budgeted PERA contributions for the chief's position. As you know, the city would normally contribute approximately \$22,000 toward the retirement plan, but given that I previously drew from the plan, my pension is reduced in accordance with IRS guidelines and all employer and employee contributions cease.

Finance Director Kristi Smith has conducted an analysis of projected 2018 costs associated with the recommended restructuring in accordance with the current collective bargaining agreements. Based on her analysis, the recommended changes are within the department's approved budget. Since the costs are contained within the department budget, Ms. Smith does not believe a Council approved budget amendment is required.

We have also consulted with Human Resources Manager Janet Shefchik and determined that the restructuring will not affect pay equity compliance. The plan has also been assessed in relation to the already planned compensation study and future implementation of the plan. Of note is the fact that the restructuring plan helps address significant compensation compression between the rank of sergeant and the existing rank of lieutenant.

Job Descriptions: The job descriptions for the positions as described are attached for your review and consideration. The biggest difference between the previous rank of lieutenant and

the proposed rank of commander is the addition of divisional budget management and a tightening of the respective focus of the respective divisions within the department. Since one of the goals is succession planning and leadership development, providing command-level personnel budget management experience is regarded as an important consideration. It should be noted that while the deputy chief and commanders would have divisional budget management responsibility, overall budget management accountability remains with the chief of police.

The deputy chief of police and commanders are responsible for carrying out the day to day operations and helping to complete strategic goals of the department as determined by the chief of police in collaboration with the City's elected leaders, City administration, and the Inver Grove Heights community, generally.

It is the role and responsibility of the chief of police to grow the department's engagement with the community, create a short and long-term strategic plan for the department; to establish, measure, and report policing outcomes, ensure fiscal stewardship of departmental resources, evaluate and establish departmental policies, and plan for the functional and leadership development of the department's personnel. The proposed restructuring is an important first step, toward the stated responsibilities. Therefore, I request Council approval of the recommended restructuring plan, promotions and associated pay increases that are in keeping with Pay Equity compliance. With Council approval, the corresponding personnel changes or promotions will be effected as soon as administratively feasible.



CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Deputy Chief of Police

Revision Date: January 2018

Last Classification Review: January 2018

Exempt Status: Exempt

Department: Police Department

Reports To: Chief of Police

Job Summary:

Under the direction of the Chief of Police, the Deputy Chief of Police oversees and supervises commanders and patrol sergeants who are responsible for ensuring delivery of proactive and patrol response operations, procedures, and law enforcement in accordance with the departments operational procedures and policies.

In close collaboration with, and in the absence of the Chief of Police, the Deputy Chief of Police performs executive-level administrative and managerial work directing police operations, planning and managing the law enforcement activities, policies, procedures and operations of the department and overseeing its staff engaged in serving, protecting and enforcing all federal, state, county and local laws and ordinances necessary to prevent crime and protect the lives and property of citizens.

Supervisory Responsibilities:

Direct Supervision: Commander(s), Sergeants

Indirect Supervision: Patrol Officers, Investigators, School Resource Officer, and Support Personnel

Essential Duties and Responsibilities:

Research and recommend new departmental initiatives; plan, direct, manage, and coordinate operations and activities approved by the Chief of Police, including law enforcement, patrol, investigative and administrative functions and activities including:

- Creates, determines, evaluates and implements internal directives, policies and procedures for the department.
- Implementation of new federal, state, or local mandates to policy.
- Monitors and evaluates police department operations. Recommends operational changes as may be needed.
- Attends meetings and serves on committees as assigned by the chief of police.
- Collaborate with non-governmental agencies involved in crime prevention and/or improving law enforcement.
- Prepares and reviews various operational and administrative reports.
- Prepares, recommends and monitors program budgets under direct control and assists the chief of police in the development and management of the overall departmental budget.
- Ensures the collection of performance data as identified by the chief of police, and assists in the maintenance of records and materials associated with law enforcement activities and its administration.
- Coordinates and/or determines the life cycle of equipment, maintenance and technology updates.
- Coordinates law enforcement activities with other law enforcement agencies.
- Develops and implements the departments strategic priorities.
- Collaborates with the chief of police and fire chief in the implementation of the City's Emergency Preparedness Plan(s) to ensure readiness and proper response to emergency situations.
- Coordinates with state, federal and county agencies to solicit assistance with investigations of major crimes; works cooperatively with these agencies to plan response to regional issues, participates in planning joint task forces and crime prevention and control affecting more than our community.
- Manages key elements of the department's business affairs, including ensuring injury reports and claims, personnel, training, and payroll records, and financial reports and forms are completed and submitted in a timely manner
- Assumes command for oversight of police and emergency management operations in the absence of the chief of police or as may be delegated.

Manages and supervises subordinate sworn and nonsworn personnel of the department directly or through designated supervisory personnel.

- Evaluates and monitors the performance of staff.
- Assists in the interviewing, hiring and training of personnel.
- Determines operational staffing needs and requirements.
- Oversees or conducts internal affairs investigations; works in collaboration with the Chief of Police, Human Resource Director and City Administrator to determine appropriate resolution
- Oversees the development, training of department personnel, including the use and emergency deployment of department's reserve officers and volunteers.

Responds to major law enforcement incidents, calls and/or emergencies to provide command-level support.

Assists the Commander of Investigations & Support Services to oversees major investigations, crime scenes or incidents, as appropriate.

Performs other duties of a comparable level or type, when required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Police Administration, Criminal Justice, or closely related area and at least 10 years of progressively responsible law enforcement experience and at least 5 years supervisory or managerial experience in developing, implementing and administering law enforcement functions and programs; and/or an equivalent combination of education and experience. Requires a valid driver's in the State of MN. P.O.S.T licensure.

Essential Knowledge and Specialized Subject Knowledge Required to Perform the Essential Functions of The Job:

- Principles, practices, trends and procedures of law enforcement administration and best practices.
- Department recordkeeping and administrative requirements, laws and practices.
- Managerial and supervisory theories, fundamentals, principles, practices and approaches.
- Organization, policies, rules, regulations, and procedures of the City.
- Modern police methods and procedures including rules of gathering evidence, rules of evidence, report writing, and documentation.
- Knowledge of law enforcement policy, practices, procedures, and techniques including rules of evidence, search and seizure, force on force dynamics, etc.
- Municipal, County, State, and Federal criminal and related laws, ordinances, and codes pertaining to law enforcement operations, and administrative office functions.
- Knowledge of City streets, highway system, geography and major crime areas/law enforcement needs within the City.
- Establishing and maintaining effective working relationships with employees, department heads, supervisors, managers, city officials, community organizations, other law enforcement agencies and the public.

Essential Skills Necessary to Perform the Work:

- Presenting complex information, concepts and ideas both orally and in writing.
- Responding to issues raised of the public, media, community groups, city officials, and community organizations.
- Coordinating law enforcement activities and emergency response activities with other City departments and outside agencies.
- Use and operation of firearms and law enforcement equipment and vehicles.
- Management and organizational skills in overseeing administrative functions, departmental directives, goals, and all law enforcement activities and internal departmental policies.
- Overseeing criminal investigations and internal investigation procedures, processes and methods.
- Serves as a back-up City spokesperson before the media and public concerning law enforcement matters, crimes, and activities associated with law enforcement and department functions and activities.
- Coordinating approved intergovernmental activities, programs or issues.

- Performing research and preparing comprehensive plans and reports concerning department operations.
- Directing, administering, and organizing enforcement and planning functions.
- Communicating and enforcing departmental and City policies and practices.
- Planning, recommending and administering the approved program budget under direct control.
- Establishing and maintaining effective relationships with employees, supervisors, department heads, county/city officials, other law enforcement agencies, and the public.
- Researching, formulating, determining and implementing department policies, procedures and directives.

Work Environment:

Driving in extreme weather conditions, working under time pressure constraints and risks associated with potential life-threatening situations. Work requires attention to safety procedures, proper law enforcement practices and techniques. While this position involves considerable administrative and supervisory functions that limit the extent of risks and hazards associated with the position, the potential of risks and hazards associated with law enforcement still exist.

Physical Job Requirements:

Employee is required to frequently stand, walk and sit; occasionally reach with hands and arms, use hands/fingers dexterously, climb, stoop, and crawl; and continuously talk, listen and hear. Exerting up to 100 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Commander

Revision Date: January 2018

Last Classification Review: January 2018

Exempt Status: Exempt

Department: Police Department

Reports To: Deputy Chief of Police

Job Summary:

Under the direction of the Deputy Chief of Police, the Commander(s) are responsible for overseeing divisional operations, procedures, law enforcement and/or support personnel assigned to the Investigations & Technology Division or the Administrative & Support Services Division in accordance with department operational procedures and policies. Commanders serve as essential members of the department's command staff by providing recommendations and input in the development of departmental policies, procedures, and strategic direction of the department. In the absence of the Chief of Police and Deputy Chief, Commanders serve in that capacity.

Supervisory Responsibilities:

Direct Supervision: Patrol Officers, Investigators, School Resource Officer, and Support Personnel

Indirect Supervision: Sergeants

Essential Duties and Responsibilities:

Supervises the activities of assigned divisional personnel

- Conducts performance reviews and evaluations of personnel.
- Schedules work assignments and duties.
- Reviews daily incident reports, determines the need for any additional follow-up, investigation or assignments.
- Initiates disciplinary procedures and disciplinary investigations.
- Assists in the interviewing and selection of personnel.
- Oversees and coordinates the training of division personnel. Mentors staff and provides interpretation of department policies and law enforcement protocols.
- Issues internal and external rewards.
- Recommends the promotion of personnel.

Assists Sergeants and department personnel in the response to high profile calls for service or when high caseloads exist.

Assists the Chief of Police and Deputy Chief of Police in the planning, formulation and implementation of department goals, objectives and policy/procedures of the department.

- Plans, recommends and administers the divisions approved budget.
- Develops, implements and coordinates the delivery of crime prevention, public education, and/or various training programs.
- Prepares a variety of monthly, quarterly and annual reports detailing department activities.
- Assists the Chief of Police and Deputy Chief of Police in the formulation, planning and implementation of departmental policies and procedures, goals and objectives.
- In the absence of the Chief of Police and Deputy Chief of Police serves as the department executive.
- Provides recommendations, input and collaborating to the City Administrator and department heads regarding issues impacting the City, as a whole.

Participates and responds to major law enforcement incidents, calls and/or emergencies. Oversees major investigations, crime scenes or incidents, as appropriate.

Manages and oversees equipment, technology, records management, records retention, and administrative support activities for the department.

Supervises the activities of the School Resources Officer and the coordination of law enforcement activities within the school district and its buildings.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Police Administration, Criminal Justice, or closely related area and at least 8 years of progressively responsible law enforcement experience, which includes at least 3 years supervisory or managerial experience in developing, implementing and administering law enforcement functions and programs; and/or an equivalent combination of education and experience. Requires a valid driver's in the State of MN. P.O.S.T licensure. Weapons Qualification.

Essential Knowledge and Specialized Subject Knowledge Required to Perform the Essential Functions of the Job:

- Principles, practices, trends, best practices and procedures of law enforcement, investigation, and administration.
- City administrative policies, procedures and administrative practices.
- Managerial and supervisory theories, fundamentals, principles, practices and approaches.
- Care and use of firearms.
- Organizational, policies, rules, regulations, procedures, and computer systems/applications utilized by the City and Department.
- Modern police methods and procedures including investigative techniques, rules of gathering evidence, rules of evidence preservation, report writing, and documentation.
- Operating procedures of local law enforcement departments and limitations upon departmental policy.
- Municipal, County, State, and Federal criminal and related laws, ordinances, and codes.
- Street and highway system, geography of the City, and the location of buildings and areas requiring special law enforcement service.

Essential Skills Necessary to Perform the Work:

- Supervisory and organizational skills in overseeing administrative functions, records management, and law enforcement activities of the City.
- Conducting criminal investigations and internal investigation procedures, processes and methods.
- Implementing incident command procedures and processes.
- Proper use of firearms, vehicle pursuit driving and/or intervention tactics.
- Conducting major investigations, accidents and/or internal investigations within the City and/or department, as necessary.
- Time management skills.
- Providing coordination and liaison services and coordination between the City and other law enforcement agencies.
- Directing, administering, and organizing the enforcement and planning functions.
- Communicating and enforcing City policies and practices and department goals and objectives.
- Assisting in the planning, recommending and monitoring of the approved budget.
- Establishing and maintaining effective relationships with employees, supervisors, department heads, other law enforcement agencies, and the public.
- Conflict resolution skills.
- Researching, formulating, recommending and implementing policies, procedures and directives within the office.

- Coordinating and facilitating the technology and equipment needs of the department.
- Developing and implementing various crime prevention, public information and/or training programs.

Work Environment:

Driving in extreme weather conditions, working under time pressure constraints and risks associated with potential life threatening situations. Work requires attention to safety procedures, proper law enforcement practices and techniques. While this position involves considerable administrative and supervisory functions that limit the extent of risks and hazards associated with the position, the potential of risks and hazards associated with law enforcement still exist.

Physical Job Requirements:

Employee is required to frequently stand, walk and sit; occasionally reach with hands and arms, use hands/fingers dexterously, climb, stoop, and crawl; and continuously talk, listen and hear. Exerting up to 100 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Department Head's Signature

Date

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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CITY OF INVER GROVE HEIGHTS

JOB DESCRIPTION

Job Title: Sergeant

Revision Date: January 2018

Last Classification Review: January 2018

Exempt Status: Exempt

Department: Police Department

Reports To: Commander/Deputy Chief

Job Summary:

Under the direction of a Commander or Deputy Chief, the Sergeant is responsible for the supervision and direction of patrol officers and their daily functions during assigned shift(s) to include overseeing calls for service, incident reporting, overseeing critical incidents and for determining how best to manage policing on a daily basis. Sergeants are responsible for implementing, staffing and monitoring a variety of specialized policing programs and functions for the department in addition to collaborating and partnering with other law enforcement agencies.

Supervisory Responsibilities:

Direct Supervision: Patrol Officers

Indirect Supervision: Police Reserves

Essential Duties and Responsibilities:

Supervises police officers assigned to patrol functions. Monitors patrol functions to assure the proper handling of calls for serve and for initiating crime prevention functions and activities.

- Oversees criminal and civil incidents that arise and determines appropriate actions to follow in accordance with departmental policy and procedure while enforcing local/state/federal laws and constitutional rights.
- Conducts performance reviews and evaluations of personnel.
- Schedules work assignments, priorities and duties.
- Initiates disciplinary procedures and disciplinary actions.
- Assists and participates in the interviewing and selection of police officers.
- Mentors staff and provides interpretation of department policies and law enforcement protocols.

Reviews all daily incident reports for correctness and completeness. Refers all incomplete and/or inadequate reports back to officers for proper completion and/or corrections. Provides officers feedback regarding reporting, policies and procedures.

- Determines when incident reports merit follow up and makes assignments when further follow up is indicated.
- Assigns priority to completed reports for routing purposes.

Assumes and participates in the performance of patrol duties and responsibilities to ensure proper coverage throughout the City.

Plans and implements a variety of training programs for the department. Programs and responsibilities include such activities as:

- Oversees and implements the field officer training program for probationary officers. Conducts weekly meetings to assess officer progress. Develops officer improvement plans to correct deficiencies, if needed. Develops, revises and updates field training manual.
- Develops lesson plans for firearms and use of force in accordance with P.O.S.T. requirements.
- Schedules trainings for officers and secure facilities for training.
- Monitors and assures certifications for all trainers. Monitors and maintains all training documentation and POST

credits for licensure renewal.

Executes and implements activities associated with the Predatory Offender Program. Initiates quarterly checks for each individual offender within the City of Inver Grove Heights. Verifies compliance with BCA requirements. Takes a current photo and verifies all individual information contained on the BCA website. Initiates investigation and charges, if indicated, should the individual be noncompliant with requirements.

Participates in the selection and recruitment of police reserve personnel. Interviews candidates, trains reserves in police tactics and use of equipment. Schedules meetings to discuss current and future events where reserves will be required. Supervises and oversees special events inside the City where reserve unit will be utilized.

Performs and provides oversight, assistance and/or direction in a variety of other special assignments that might include the preparation of grant applications, assault response team, alcohol and tobacco compliance program, traffic safety groups, radio user group program, equipment program, award committees, etc., as assigned.

Performs other duties of a comparable level or type, as required.

Minimum Qualifications:

Requires a minimum of a Bachelor's Degree in Criminal Justice or closely related area and at least 5 years of progressively responsible law enforcement experience; and/or an equivalent combination of education and experience. Requires a valid driver's in the State of MN. P.O.S.T licensure. Weapons Qualification. Use of Force and 1st Responder Certification.

Essential Knowledge And Specialized Subject Knowledge Required To Perform The Essential Functions Of The Job:

- Principles, practices, trends, best practices and procedures of law enforcement, investigation, and administration.
- City administrative policies, procedures and administrative practices.
- Fundamentals of supervision.
- Care and use of firearms.
- Organizational, policies, rules, regulations, procedures, and computer systems/applications utilized by the City and Department.
- Modern police methods and procedures including investigative techniques, rules of gathering evidence, rules of evidence preservation, report writing, and documentation.
- Local, State, and Federal criminal, civil and related laws, ordinances, and codes. Understanding of current charging practices and trends.
- Training and instructor processes, procedures and requirements.
- Knowledge of report writing, departmental requirements and initial reporting processes.
- Knowledge of investigative methods, techniques and practices including evidence collection, preservation, interviewing techniques, etc.
- Street and highway system, geography of the City, and the location of buildings and areas requiring special law enforcement service.

Essential Skills Necessary To Perform The Work:

- Applying police principles, practices, techniques, tactics, and procedures to the solution of law enforcement problems and situations.
- Dealing tactfully but firmly with offenders, suspects, and witnesses.
- Supervising, monitoring, evaluating and coordinating the activities of law enforcement personnel and law enforcement operations.
- Communication skills in dealing with the general public, community groups, business representatives, other city employees or representatives from other law enforcement or governmental agencies.
- Judgment, discretion and decision making skills in appropriately handling law enforcement situations, emergencies,

evidence and scenes.

- Investigative techniques used in data collection, analysis and preservation.
- Establishing and maintaining effective working relationships with employees, supervisors, department heads, city officials, other law enforcement agencies, and the public.
- Expressing self clearly and concisely, both orally and in writing.
- Time management skills
- Interpreting and applying laws, policies and procedures appropriately.
- Using firearms and defensive tactics and law enforcement techniques.
- Conflict resolution skills.
- Developing lesson plans and conducting training of law enforcement personnel.
- Supervision and oversight of reserve officers, scheduling, training and special event coordination.

Work Environment:

Driving in extreme weather conditions, working under time pressure constraints, stress and risks associated with potential life threatening situations and service calls. Work requires constant attention to safety procedures, proper law enforcement practices and techniques.

Physical Job Requirements:

Employee is required to frequently stand, walk and sit, reach with hands and arms, use hands/fingers dexterously; occasionally climb, stoop, and crawl; and continuously talk, listen and hear. Exerting up to 100 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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Department Head's Signature

Date

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